

WATER EXCHANGE AGREEMENT
AMONG
CITY OF GLENDALE, ARIZONA, CITY OF GOODYEAR, ARIZONA,
SALT RIVER VALLEY WATER USERS' ASSOCIATION,
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

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1. PARTIES:

THIS WATER EXCHANGE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2025, by and among the City of Glendale, Arizona, an Arizona municipality ("Glendale"), the City of Goodyear, Arizona, an Arizona municipality ("Goodyear"; collectively, the "Cities"), Salt River Valley Water Users' Association, an Arizona corporation ("Association"), and 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." The Cities and SRP are referred to collectively as "Parties" and individually as "Party."

2. RECITALS:

This Agreement is made with regard to the following facts, among others, and the following recitals are incorporated into and made part of this agreement:

- 2.1. Association's shareholders are owners of land within the boundaries of the Salt River Reservoir District, to which valid and subsisting appropriative rights to the waters of the Salt and Verde Rivers are appurtenant. Association is the agent of the District, in the operation of the irrigation system of the Salt River Project, a federal reclamation project, pursuant to an agreement dated March 22, 1937, as amended by agreements dated February 28, 1944, and September 12, 1949, and is also the agent of the United States of America ("USA") in the operation of said federal reclamation project. Association is the agent for delivery to lands within the exterior boundaries of the Salt River Reservoir District ("SRRD"), of all waters developed, controlled, or stored by it for the benefit of such lands. Association, in distributing water developed by Salt River Project works and facilities, is governed by the decree in *Hurley v. Abbott*, filed March 1, 1910, and all supplemental decrees thereto (all commonly referred to as the "Kent Decree,"), the Benson-Allison Decree, the Articles of Incorporation, Bylaws and rules and regulations of Association, contracts now in force and effect and to be entered into with the USA

and by the rules and regulations promulgated by the Secretary pursuant to the provisions of an Act of Congress, approved June 17, 1902 (32 stat. 388), and Acts amendatory thereof and supplementary thereto, all of which are commonly known and referred to as federal reclamation law.

- 2.2. Glendale is a municipality located in the State of Arizona to the west of Phoenix, Arizona. Portions of Glendale are located within the exterior boundaries of the SRRD. Glendale is the agent of SRP for delivery of SRP Entitlement Water (as defined below) to certain lands served by Glendale's water delivery system located within the exterior boundaries of the SRRD pursuant to the Water Delivery and Use Agreement between SRP and the City of Glendale dated December 14, 1994, as amended ("Glendale WDUA"). Glendale independently claims the rights to certain water, including New Conservation Space Water and Flood Control Space Water and recovered long-term storage credits (collectively, "Glendale Water"), that SRP delivers through the Association Water Delivery System to Glendale in accordance with Glendale Amended and Restated Water Transportation Agreement between SRP and the City of Glendale dated as of April 14, 2020, as amended ("Glendale WTA").
- 2.3. Goodyear is a municipality located in the State of Arizona to the west of Phoenix, Arizona. Goodyear is entitled to receive 10,742 acre-feet per year of CAP Water pursuant to CAP contract No. 07-XX-30-W0498. Goodyear's CAP Water is delivered through the CAP-SRP Interconnection Facility to the Association Water Delivery System. Association delivers such CAP Water to Goodyear in accordance with the CAP/SRP Interconnection Facility Lease and Goodyear Water Transportation Agreement dated as of February 7, 2017, as amended ("Goodyear WTA").
- 2.4. Glendale and Goodyear entered into an intergovernmental agreement that certain Intergovernmental Agreement between the City of Glendale Arizona and the City of Goodyear that was approved by the Goodyear City Council on August 26, 2024 and by the Glendale City Council on September 10, 2024 pursuant to which and subject to the terms of that IGA and this Agreement, Glendale desires to make available up to 8,500 acre-feet of some combination of Glendale Water and SRP Entitlement Water for use by Goodyear in exchange for an equal amount of CAP Water.
- 2.5. The quantity of water to be exchanged is to be determined on an annual basis, and Goodyear is willing to exchange the agreed upon quantities of CAP Water for Glendale Water and Entitlement Water so long as the exchange is made pursuant to a Water Exchange Permit issued to Glendale per A.R.S. § 45-1041.

- 2.6 SRP is willing to facilitate the Cities' desired exchange by making Entitlement Water, as limited by this Agreement and the Glendale WDUA, available for exchange and facilitating the transport and transfer of Glendale Water to facilitate the Cities' exchange upon the terms and conditions herein.

3. AGREEMENT:

In consideration of the premises, mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

4. DEFINITIONS:

- 4.1. AFY: Acre-feet per year.
- 4.2. Agreement: This Agreement for the exchange of Glendale Water and Entitlement Water for CAP Water.
- 4.3. Association: Salt River Valley Water Users' Association.
- 4.4. Association Water Delivery System: The wells, water storage, transmission and distribution components of the Salt River Federal Reclamation Project operated and maintained by the Association.
- 4.5. Authorized Representative: The representatives of the Parties appointed to administer the provisions of this Agreement under Paragraph 7.
- 4.6. Central Arizona Project or CAP: The Central Arizona Project, a reclamation project authorized under Title 3 of the Colorado River Basin Project Act of 1968 (48 U.S.C. § 1521, et seq.) that delivers Colorado River water to central and southern Arizona through its canal system.
- 4.7. CAP-SRP Interconnection Facility ("CSIF"): The CAP-SRP Interconnection Facility located adjacent to the Granite Reef Diversion Dam, which connects the CAP canal with the Association Water Delivery System and the bed of the Salt River.
- 4.8. CAP Water: Goodyear's Colorado River water allocation pursuant to CAP Contract No. 07-XX-30-W0498, which the Association delivers to Goodyear pursuant to the Goodyear WTA.
- 4.9. CAP Water Delivery System: The transmission and distribution components of the Central Arizona Project that delivers Colorado River water to central and southern Arizona.
- 4.10. Effective Date: The date this Agreement is last executed by a Party.

- 4.11. Entitlement Water: Water which the owners of land within the SRRD are entitled to receive from the Association. Such water may include Normal Flow Water, stored water, Spill Water, developed water, or other water.
- 4.12. Exchange Account: An account created and maintained by the Association to track exchanges with Goodyear of Glendale Water and Entitlement Water for CAP Water.
- 4.13. Glendale Water: Water, other than Entitlement Water, that the City of Glendale has an independent claim to use to provide water service within Glendale's service area. Such water includes New Conservation Space Water, Flood Control Space Water, and recovered long-term storage credits.
- 4.14. Glendale WDUA: The Water Delivery and Use Agreement between SRP and the City of Glendale dated December 14, 1994, as amended.
- 4.15. Glendale WTA: The Amended and Restated Water Transportation Agreement between SRP and the City of Glendale dated April 14, 2020, as amended.
- 4.16. Goodyear WTA: The CAP/SRP Interconnection Facility Lease and Goodyear Water Transportation Agreement dated as of February 7, 2017, as amended.
- 4.17. New Conservation Space: The difference between the Existing Active Conservation Capacity and the Active Conservation Capacity after construction of Modified Theodore Roosevelt Dam and reservoir as outlined in the Plan 6 Funding Agreement.
- 4.18. New Conservation Space Water: Water captured by the Active Conservation Capacity in the SRP Reservoir System which without construction of Modified Roosevelt Dam would have been released over, around or downstream of Granite Reef.
- 4.19. Normal Flow Water: Water flowing in the Salt and Verde rivers to which certain lands within the SRRD are entitled, as confirmed in the decree in the case of Hurley v. Abbott, No. 4564, filed March 1, 1910, by District Judge Edward Kent, and all court decrees supplemental thereto.
- 4.20. Point(s) of Delivery: The point(s) designated in Exhibit 4.20 at which Glendale or Goodyear diverts CAP Water, Glendale Water, or Entitlement Water.
- 4.21. Point(s) of Measurement: The point(s) agreed to by the Authorized Representatives, and identified in Exhibit 4.21, as such may be amended from time to time, at which water is measured for reporting purposes under this Agreement.
- 4.22. Point of Receipt: The point designated in Exhibit 4.22 for the receipt of CAP Water.

- 4.23. SRP: Collectively, the Salt River Project Agricultural Improvement and Power District and the Salt River Valley Water Users' Association.

5. SCOPE OF AGREEMENT:

The scope of this Agreement is to provide for the exchange of Entitlement Water, Glendale Water, and CAP Water between SRP, Glendale, and Goodyear. The exchange between Glendale and Goodyear is further subject to the terms of the Intergovernmental Agreement Between the City of Glendale Arizona and the City of Goodyear that was approved by the Goodyear City Council on August 26, 2024 and by the Glendale City Council on September 10, 2024. To effectuate the water exchange, this Agreement provides, among other things, for (1) Goodyear to order and accept delivery of Entitlement Water and/or Glendale Water, in amounts agreed to by the Parties on an annual basis, in exchange for CAP Water, and (2) the accounting for such exchanges under this Agreement, the Glendale WDU, Glendale WTA, and Goodyear WTA.

6. EFFECTIVE DATE AND TERM:

- 6.1. This Agreement shall become effective upon the date of execution by all Parties and shall remain in effect until the earlier of the following:
- 6.1.1. Fifty (50) years from the Effective Date of this Agreement;
 - 6.1.2. The date on which the Glendale WDU, Glendale WTA, or Goodyear WTA is terminated;
 - 6.1.3. By mutual written agreement of the Parties;
 - 6.1.3. The date terminated in accordance with any provision of this Agreement;
 - 6.1.4. The date SRP elects to void this Agreement as provided in Paragraph 23; or
 - 6.1.5. The date SRP receives written notification from either Goodyear or Glendale that the Intergovernmental Agreement Between the City of Glendale Arizona and the City of Goodyear that was approved by the Goodyear City Council on August 26, 2024 and by the Glendale City Council on September 10, 2024 has expired or has been terminated.
- 6.2. If not earlier terminated pursuant to Subparagraphs 6.1.3, or 6.1.4, after the initial term, this Agreement may be renewed only upon mutual written agreement of the Parties and upon terms and conditions to be agreed upon not later than one (1) year prior to expiration of this Agreement.
- 6.3. Neither expiration, termination, nor voiding of this Agreement shall relieve Goodyear of its obligation to deliver CAP Water sufficient to offset Entitlement Water delivered by SRP to Goodyear pursuant to Paragraph 8.

- 6.4 To the extent possible and not otherwise inconsistent with the remaining terms of this Agreement, the Parties shall provide at least six (6) months for the windup and termination of this Agreement.

7. APPOINTMENT AND DUTIES OF AUTHORIZED REPRESENTATIVES:

- 7.1. Within thirty (30) days after execution of this Agreement, each Party shall designate in writing to the other Party an Authorized Representative and an alternate to administer this Agreement on behalf of the designating Party. Written notice of a change of an Authorized Representative or alternate shall be provided within thirty (30) days of such change. The alternate shall act only in the absence of the Authorized Representative. Neither the Authorized Representatives nor the alternates shall have authority to amend or modify this Agreement. Agreements of the Authorized Representatives pursuant to this Agreement shall be in writing and signed by them.
- 7.2. In addition to any other responsibilities assigned to the Authorized Representatives in this Agreement, the Authorized Representatives, by mutual written agreement may:
- 7.2.1. Agree on the amount of, and arrangements for, the delivery of CAP Water as provided in Subparagraph 8.4 below;
 - 7.2.2. Agree on the amount of, and arrangements for, the delivery of Entitlement Water and Glendale Water as provided in Subparagraph 8.4 below;
 - 7.2.3. Amend Points of Delivery, Points of Receipt, and Points of Measurement established under this Agreement;
 - 7.2.4. Establish maximum limits on credits and debits for Goodyear's Exchange Account provided in Paragraph 9; and
 - 7.2.5. Resolves disputes as provided in Subparagraph 19.1.
- 7.3. If the Authorized Representatives disagree as to any action to be taken or decision to be made, or as to the need for taking any action or making any decision, or as to whether any matter is within the scope of the Authorized Representatives' responsibilities hereunder, the question or questions at issue shall be resolved under the dispute resolution provisions in Paragraph 19.

8. EXCHANGES AND CONDITIONS:

8.1. ENTITLEMENT WATER AND GLENDALE WATER:

- 8.1.1. Deliveries of Glendale Water and Entitlement Water to Goodyear will be scheduled by the Parties in accordance with Subparagraph 8.4 below. No

Glendale Water will be delivered to Goodyear pursuant to the exchange contemplated in this Agreement unless and until an exchange permit is issued by the ADWR to Glendale pursuant to A.R.S § 45-1041.

8.1.2. SRP's transportation of Entitlement Water and Glendale Water to the Goodyear Point of Delivery to effectuate the exchange contemplated under this Agreement, shall be in accordance with the Goodyear WTA and Paragraph 11 below.

8.2. CAP WATER:

8.2.1. SRP shall establish an Exchange Account for Goodyear. Subject to Subparagraph 8.3, SRP shall debit Goodyear's Exchange Account in the amount of Entitlement Water and Glendale Water delivered to Goodyear's Point of Delivery and credit Goodyear's Exchange Account in the amount of CAP Water delivered to Glendale's Point of Receipt. Deliveries of CAP Water to Glendale will be scheduled by the Parties in accordance with Subparagraph 8.4 below.

8.2.2. CAP Water delivered to the Glendale Point of Receipt as part of the exchange contemplated under this Agreement shall be accounted for as Entitlement Water or Glendale Water, as appropriate, under the Glendale WDUA and in accordance with Paragraph 11 below.

8.3 GENERAL CONDITIONS OF EXCHANGE:

8.3.1. SRP may refuse to transport any water, facilitate any exchange, recognize any water exchanged, or credit the Cities' respective Exchange Accounts for any water delivered under this Agreement for the following reasons:

8.3.1.1. Canal or water storage capacity limitation:

8.3.1.2. Insufficient demand for water;

8.3.1.3. The marginal quantity of water offered:

8.3.1.4. Water quality:

8.3.1.5. Other similar operational considerations; or

8.3.1.6 The Parties' failure to obtain any necessary approvals of the exchange contemplated by this Agreement required by the CAWCD.

8.3.2. SRP shall not arbitrarily refuse to transport, facilitate, recognize, or credit water pursuant to Subparagraph 8.3.1.

- 8.4. Water exchanges shall be further subject to agreement between the Authorized Representatives regarding the following for each water exchange:
- 8.4.1. The Point(s) of Receipt and Point(s) of Delivery;
 - 8.4.2. The volume, timing and schedule for receipt or delivery of CAP Water, Entitlement Water, and Glendale Water; and
 - 8.4.3. Other factors incidental to any specific exchange, such as changes necessitated by operational factors
- 8.5. Neither SRP nor Goodyear nor Glendale shall suffer any loss of water due to a Water Exchange unless the Authorized Representatives agree otherwise.

9. MAXIMUM LIMITS:

The maximum amount of water that may be exchanged pursuant to this Agreement in any calendar year is 8,500 acre-feet; however, there is no obligation to exchange any specific quantity of water in any calendar year. Prior to the beginning of each calendar year, the Authorized Representatives shall establish the maximum limits for credit and debit balances for Goodyear's Exchange Account at the end of every month in the calendar year. The Authorized Representatives shall not establish a monthly debit limit greater than the remaining balance of Goodyear's CAP Water order. If the Authorized Representatives cannot agree to debit and credit limits for the upcoming calendar year, the credit and debit limits shall equal Goodyear's CAP Water order divided by the number of months remaining in the calendar year until modified by the Authorized Representatives. By way of example only, if no debit and credit limits were established by the Authorized Representatives, then the credit and debit limits for each month would be established by the following formula: (Goodyear's CAP Water order for exchange that year)/(number of months remaining in calendar year)=monthly credit and debit limit (8,500AF/12 mo.=708.33 AF/mo credit and debit limit).

10. MEASURING DEVICE AND ACCESS TO PREMISES AND FACILITIES:

- 10.1. To the extent not already in existence, Goodyear, at its sole expense and with the approval of SRP's Authorized Representative, shall construct, install, and maintain in accordance with manufacturers' specifications, a water measurement device at the Point of Measurement for Goodyear. Goodyear shall measure and record the quantity of Entitlement Water and Glendale Water delivered from the Association Water Delivery System and maintain permanent records of such measurements in a form acceptable to the Association.
- 10.2. To the extent not already in existence, Glendale, at its sole expense and with the approval of SRP's Authorized Representative, shall construct, install, and maintain

in accordance with manufacturers' specifications, a water measurement device at the Point of Measurement for Glendale. Glendale shall measure and record the quantity of CAP Water delivered from the CAP Water Delivery System and maintain permanent records of such measurements in a form acceptable to SRP.

- 10.3. Glendale and Goodyear shall maintain the accuracy of the measuring devices described in Subparagraphs 10.1 and 10.2 as close to zero as reasonably possible but never greater than within plus or minus five percent (5%). At least once every six (6) months, unless otherwise agreed by the Authorized Representatives, Glendale and Goodyear shall adjust the measuring devices to as close to zero (0) error as practical.

Glendale and Goodyear shall notify SRP when such adjustment is planned, so, at its option, SRP may observe and certify the adjustments. SRP shall have the right to test or have the measurement devices tested to determine accuracy.

- 10.4. Glendale and Goodyear hereby grant SRP the right of access to the measuring device premises of Glendale and Goodyear, respectively, at all reasonable times and upon reasonable, actual notice to Glendale and Goodyear, as appropriate, for such purposes as testing, or inspecting meters, measuring devices, communications equipment, data devices and other apparatus and equipment pertinent to the provision or accounting of services under this Agreement.
- 10.5. In the event that any routine or special test of any water measuring device discloses inaccuracy exceeds plus or minus five percent (5%), all accounting and all bills affected by such error and rendered for service supplied during the preceding three months shall be adjusted, except such adjustments shall not be carried back for more than one-half of the elapsed time since the last preceding test nor for more time than the error can be determined by SRP to have been in effect. If the accuracy for the prescribed period cannot reasonably be determined, then all adjustments shall be made on the basis of the best available data.

11. WATER ACCOUNTING AND REPORTING:

- 11.1. Glendale shall report to SRP the amount of CAP Water diverted from the CAP Water Delivery System to effectuate the contemplated exchange(s) pursuant to Subparagraph 8.2. Goodyear shall report to SRP the amount of Entitlement Water and Glendale Water diverted from the Association Water Delivery System pursuant to Subparagraph 8.1. Glendale and Goodyear shall report the amount diverted each month on or before the eighth (8th) business day of the next month to SRP. Reported amounts shall be recorded and provided as daily totals at the Point of Measurement.
- 11.2. SRP shall account for Entitlement Water delivered to the Goodyear Point of Delivery as CAP Water pursuant to Paragraph 12.2 of the Goodyear WTA.
- 11.3. SRP shall account for Glendale Water delivered to the Goodyear Point of Delivery as CAP Water pursuant to Paragraph 12.2 of the Goodyear WTA.
- 11.4. SRP shall account for CAP Water delivered to the Glendale Point of Receipt as Entitlement Water or Glendale Water in the same ratio as the ratio of Entitlement Water or Glendale Water that were delivered to the Goodyear Point of Delivery pursuant to Subparagraph 8.1.
- 11.5. SRP shall account for Entitlement Water and Glendale Water delivered to the Goodyear Point of Delivery pursuant to Paragraph 15 of the Glendale WDUA.

12. AUDIT:

- 12.1. Upon reasonable written notice (30 days), either Party at its expense shall have the right, at all reasonable times, to review and audit the books, records, and documents of the other Party directly pertaining to the water measurement and calibration data concerning the Shareholder Water diversions. Any such audit may be conducted by an employee or agent designated by the auditing Party. The Party being audited agrees to fully cooperate with any such audit. This right to audit shall extend for a period of three (3) years following the date each report is received by Association under this Agreement. The Parties agree to retain all necessary records and documentation during this audit period. The foregoing shall not be construed to permit either Party to conduct a general audit of the other Party's records. Only in response to compulsory judicial or regulatory process and only after giving the other Party as much advance written notice as possible, shall information obtained by either Party's representatives in examining the other Party's applicable records to verify such measurements may be disclosed to third parties without prior written consent of the audited Party. The audited

Party shall have not less than five (5) days to provide or deny its consent when such consent is requested.

- 12.2. The audited party's Authorized Representative shall be notified in writing of any exception taken as a result of an audit and shall respond to such notification within thirty (30) days. Upon resolution of any exception, the Authorized Representatives shall arrange for the owing Party to supply on a one-for-one basis either Shareholder Water or CAP Water due as soon as practicable.

13. DIVERSION AND DISTRIBUTION OF WATER:

- 13.1. Goodyear shall be exclusively responsible for the diversion, and distribution of Entitlement Water and Glendale Water under the terms of this Agreement including, but not limited to, all capital costs for construction and operation and maintenance costs for diversion and distribution of Entitlement Water and Glendale Water pursuant to this Agreement.
- 13.2. Glendale shall be exclusively responsible for the diversion, and distribution of CAP Water under the terms of this Agreement including, but not limited to, all capital costs for construction and operation and maintenance costs for diversion and distribution of CAP Water pursuant to this Agreement.
- 13.3. Glendale assumes exclusive responsibility and liability for the diversion and delivery of CAP Water under this Agreement and shall indemnify, release, and hold harmless SRP, its governing bodies, officers, directors, agents and employees from and against any damage claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising in whole or in part from the withdrawal and delivery of water, including between the Point of Delivery/Receipt, Point of Measurement, and place of use. Such obligation to indemnify shall extend to and encompass all costs incurred by SRP in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert fees, and any other litigation related expenses.
- 13.4. Goodyear assumes exclusive responsibility and liability for the diversion and delivery of Entitlement Water and Glendale Water under this Agreement and shall indemnify, release, and hold harmless SRP, its governing bodies, officers, directors, agents and employees from and against any damage claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising in whole or in part from the withdrawal and delivery of water, including between the Point of Delivery/Receipt, Point of Measurement, and place of use. Such obligation to indemnify shall extend to and encompass all

costs incurred by SRP in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert fees, and any other litigation related expenses.

14. INTERRUPTIONS OR REDUCTIONS IN DELIVERY:

SRP assumes no liability whatsoever with respect to shortages of water, or the amount of water available for diversion by Glendale or Goodyear from the Association Water Delivery System or the CAP Water Delivery System.

15. WATER QUALITY:

SRP makes no representation or warranty as to the quality of water withdrawn from the Association Water Delivery System or CAP Water Delivery System. Glendale and Goodyear, respectively, assume the responsibility for purifying or otherwise treating the water withdrawn under this Agreement to meet present or future water quality standards established by federal, state, or local laws or regulations.

16. INDEMNITY:

- 16.1. Each Party hereto shall indemnify and hold harmless each other Party and its governing bodies, agents, officers, directors and employees from any loss, damage or liability, whether direct or indirect, including reasonable attorneys' fees, caused by any intentional or negligent act, action, omission or default on the part of the Party from whom indemnification is sought, its governing bodies, agents, officers, directors and employees, including without limitation claims for bodily injury, illness, death or damage to property.
- 16.2. To the extent not prohibited by law, Glendale, its successors and assigns, assumes responsibility and liability and shall indemnify, release, and hold harmless SRP, its governing bodies, officers, directors, agents and employees from and against any damage claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising in whole or in part from the diminution of water quality, including negligent or otherwise wrongful acts or omissions of SRP, its agents, officers, directors, or employees, or any alleged violation of any federal, state, or local law, rule, or regulation concerning water quality resulting from the diversion of CAP Water. Such obligation to indemnify shall extend to and encompass all costs incurred by SRP in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert fees, and any other litigation related expenses.
- 16.3. To the extent not prohibited by law, Goodyear, its successors and assigns, assumes responsibility and liability and shall indemnify, release, and hold harmless SRP, its

governing bodies, officers, directors, agents and employees from and against any damage claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising in whole or in part from the diminution of water quality, including negligent or otherwise wrongful acts or omissions of SRP, its agents, officers, directors, or employees, or any alleged violation of any federal, state, or local law, rule, or regulation concerning water quality resulting from the diversion of Entitlement Water or Glendale Water. Such obligation to indemnify shall extend to and encompass all costs incurred by SRP in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert fees, and any other litigation related expenses.

17. UNCONTROLLABLE FORCES:

No Party shall be considered to be in default in the performance of any of its obligations hereunder (other than obligations of Glendale or Goodyear to make payment) when a failure of performance shall be due to uncontrollable forces. The term “uncontrollable forces” shall mean any cause beyond the control of the Party unable to perform such obligation, including, but not limited to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, government priorities and restraint by court order or public authority, and governmental or regulatory action, inaction or failure to grant the necessary authorizations or approvals which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require either Party to settle any strike or labor dispute in which it is involved.

18. NOTICES:

Any notice, demand, or request provided for in this Agreement shall be in writing and shall be deemed properly served upon personal delivery or upon mailing by registered or certified mail, postage prepaid, to the person specified below:

Association

Salt River Project
c/o Corporate Secretary
P.O. Box 52025
Phoenix, AZ 85072-2025

Reference: SRP-Glendale-Goodyear Exchange Agreement

(With a copy to the SRP Authorized Representative)

City of Glendale

Megan Sheldon
Deputy Director, Water Services Department
7070 West Northern Avenue
Glendale, AZ 85303
623-930-4100

Reference: SRP-Glendale-Goodyear Exchange Agreement

(With a copy to the Glendale Authorized Representative)

City of Goodyear-

Barbara Chappell
Water Services Director
1900 N. Civic Square, Goodyear, AZ 85395
623-932-3910

Reference: SRP-Glendale-Goodyear Exchange Agreement

(With a copy to the Goodyear Authorized Representative)

The designation of the addressee and the address shall be changed by notice given in the same manner as provided above.

19. RESOLUTION OF DISPUTES; VENUE; CHOICE OF LAW:

- 19.1. Any dispute under this Agreement shall first be submitted to the Authorized Representatives for resolution. If the matter cannot be resolved by the Authorized Representatives, any Party may submit the matter to the SRP General Manager and the City Manager of Glendale and the City Manager of Goodyear. If the matter cannot be resolved by the SRP General Manager and the City Manager of Glendale and the City Manager of Goodyear, any Party may bring suit upon the matter, provided however, that it is expressly agreed that the venue shall only be in a court of competent jurisdiction in Maricopa County.
- 19.2. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona and any applicable federal law.
- 19.3. In the event SRP, Glendale, or Goodyear default in the timely performance of their respective obligations under this Agreement, the Party(ies) not in default, to the

extent permitted by applicable law, shall be entitled to recover in a suit or proceeding to enforce rights under this Agreement, reasonable attorneys' fees and costs of suit as allowed by the court or other tribunal, including expert witness fees. The foregoing shall not in any way limit or restrict any right or remedy at law or equity that would otherwise be available to such Party not in default.

19.4. Pending the resolution of a dispute, the Parties shall proceed, to the extent legally permissible, in a manner consistent with this Agreement, and shall make payments required in accordance with the applicable provisions of this Agreement.

20. SUCCESSORS AND ASSIGNS:

All of the provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, legal representatives, successors and permitted assigns. Neither Party shall assign its rights and obligations under this Agreement to another entity without the written consent of the other Party.

21. NO THIRD-PARTY BENEFICIARIES:

This Agreement is solely for the benefit of the Parties and does not create nor shall it be construed to create rights in any third party. No third party may enforce the terms and conditions of this Agreement.

22. NO PARTNERSHIP OR JOINT VENTURE:

Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the Parties hereto. The covenants, obligations, and liabilities contained in this Agreement are intended to be several and not joint or collective, and nothing contained herein shall be construed to create an association, joint venture, agency, trust, or partnership, or to impose a trust or partnership covenant, obligation, fiduciary duty, or liability between the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided herein.

23. RECLAMATION REFORM ACT:

In no event shall SRP's performance of obligations established herein, subject SRP or its shareholders to provisions of the Reclamation Reform Act of 1982 ("RRA"), 43 USC § 390bb(1), as amended, and regulations attendant thereto, to which SRP would not otherwise have been subjected. Further, in the event a change of legislation, future federal agency determination or other administrative or judicial action subjects or purports to subject SRP to the RRA as a result of SRP's performance of obligations established herein, Association shall be relieved of any further obligations hereunder, and this Agreement shall be voidable at its discretion.

24. OTHER PROVISIONS:

- 24.1. Waiver: The waiver by either Party of any breach of any term, covenant, or condition in this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.
- 24.2. Headings: Titles and paragraph headings in this Agreement are for reference only and are not part of the Agreement between the Parties.
- 24.3. Severability: Should any part of this Agreement be declared, in a final decision by a court or tribunal of competent jurisdiction, to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the Parties.
- 24.4. Authority: The undersigned representative of each Party certifies that it is fully authorized by the Party whom it represents to enter into the terms and conditions of this Agreement and to legally bind the Party to it.
- 24.5. Entire Agreement; Modification: The terms, covenants and conditions of this Agreement constitute the entire Agreement between the Parties, and no understandings or obligations not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by the Parties.
- 24.6. 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.

[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**

By: _____

Name: Leslie A. Meyers

Title: Associate General Manager & Chief
Water Chief Water Executive

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Principal Managing Attorney

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

By: _____

Name: Leslie A. Meyers

Title: Associate General Manager & Chief
Water Chief Water Executive

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Principal Managing Attorney

CITY OF GLENDALE, ARIZONA

By: 

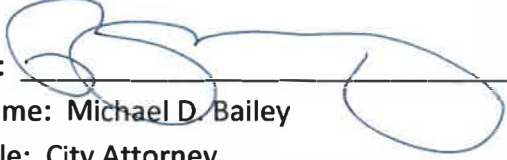
For: Name: Kevin R. Phelps
Title: Interim City Manager

ATTEST

By: 

Name: Julie K. Bower
Title: City Clerk

APPROVED AS TO FORM

By: 

Name: Michael D. Bailey
Title: City Attorney

CITY OF GOODYEAR, ARIZONA

By: _____

Name: Wynette Reed

Title: City Manager

ATTEST:

By: _____

Name: Jasmine Pernicano

Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Roric Massey

Title: Goodyear City Attorney

EXCHANGE AGREEMENT
AMONG
CITY OF GLENDALE, ARIZONA, CITY OF GOODYEAR, ARIZONA,
SALT RIVER VALLEY WATER USERS' ASSOCIATION
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT 4.20

POINT(S) OF DELIVERY

Location Name	SRP Coordinates
1. Goodyear: Location #1, Raw Water Pump Station, Phase I Association Gate #2-23-97.4	
2. Glendale: Delivery at Pyramid Peak CAP Turnout	

Date: _____, 2025

EXCHANGE AGREEMENT
AMONG
CITY OF GLENDALE, ARIZONA, CITY OF GOODYEAR, ARIZONA,
SALT RIVER VALLEY WATER USERS' ASSOCIATION
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT 4.21

POINT(S) OF MEASUREMENT

For Goodyear:

1. Primary – The flow metering device in the discharge piping of the raw water pump station
2. Secondary – Flow metering devices at the Goodyear Water Treatment Facility (WTF) in the influent piping to the sand ballasted clarification units which will be totalized

For Glendale: Delivery at Pyramid Peak CAP Turnout

Date: _____, 2025

WATER EXCHANGE AGREEMENT
AMONG
CITY OF GLENDALE, ARIZONA, CITY OF GOODYEAR, ARIZONA,
SALT RIVER VALLEY WATER USERS' ASSOCIATION
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT 4.22

POINT(S) OF RECEIPT

For Goodyear:

1. Where the CSIF discharges Goodyear Water into the Association Water Delivery System.
2. The Granite Reef Diversion Dam as such facility is used to divert Goodyear Water into the Association Water Delivery System.

For Glendale: Delivery at Pyramid Peak CAP Turnout

Date: _____, 2025