



— BUREAU OF —
RECLAMATION

Final Environmental Assessment

Proposed Disclaiming of Interest in Twenty-Six (26) Existing Groundwater Pumping Plants and Proposed Approval of a 2020 Supplemental Agreement Among Roosevelt Irrigation District, Salt River Project Agricultural Improvement and Power District, Salt River Valley Water Users' Association, and the United States of America through the Secretary of the Interior, Authorizing the Continued Operation of Existing Groundwater Wells Within the Salt River Reservoir District, Maricopa County, Arizona

U.S. Department of the Interior
Bureau of Reclamation
Interior Region 8, Lower Colorado Basin
Phoenix Area Office
Glendale, Arizona

Estimated Lead Agency
Total Costs associated with
Developing and Producing
This EA: \$18,700

July 2020

Mission Statements

The Department of the Interior (DOI) conserves and manages the Nation's natural resources and cultural heritage for the benefit and enjoyment of the American people, provides scientific and other information about natural resources and natural hazards to address societal challenges and create opportunities for the American people, and honors the Nation's trust responsibilities or special commitments to American Indians, Alaska Natives, and affiliated island communities to help them prosper.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

Acronyms and Abbreviations

ADEQ	Arizona Department of Environmental Quality
ADWR	Arizona Department of Water Resources
Association	Salt River Valley Water Users' Association
AF	Acre-Feet
AFA	Acre-Feet Annually
CFR	Code of Federal Regulations
CMAFLIC	Carrick and Mangham Aqua Fria Lands and Irrigation Company
DOI	Department of the Interior
EA	Environmental Assessment
EPA	Environmental Protection Agency
NAAQS	National Ambient Air Quality Standards
NEPA	National Environmental Policy Act
Parties	RID, SRP, and Reclamation
PCE	Tetrachloroethylene
P.L.	Public Law
Reclamation	Bureau of Reclamation
RID	Roosevelt Irrigation District
Secretary	Secretary of the Interior of the United States
SRP	Salt River Project
SRP District	Salt River Project Agricultural Improvement and Power District
TCE	Trichloroethylene
USC	U.S. Code
VOC	Volatile Organic Compound
WQARF	Water Quality Assurance Revolving Fund
WVBA	West Van Buren Area

Definitions

1921 Agreement	Shall mean the agreement between the CMAFLIC and the Association dated August 25, 1921, which was approved by the Secretary of the Interior or his designee on October 26, 1921.
1927 Amendment	Shall mean that amended agreement between RID and the Association dated February 3, 1927, which was approved by the Secretary or his designee on February 12, 1927.
1950 Supplement	Shall mean that supplemental agreement between RID and the Association dated May 31, 1950, which was approved by the Secretary or his designee on October 9, 1950.
2020 Supplement	Shall mean the latest supplemental agreement among RID, the SRP District, the Association, and the United States.
Annual Pumping Entitlement	Shall mean the number of Irrigated Acres multiplied by 5.6 AF-per-acre (or the lesser amount as provided in Section 6 of the 2020 Supplement, if applicable), as measured at the well heads of the Eastside Wells, as set forth in Subsection 5.2 of the 2020 Supplement.
Declaratory Judgment Litigation	Shall mean that litigation pending in the United States District Court for the District of Arizona styled as <i>Roosevelt Irrigation District v. United States of America, et al.</i> (Case No. 2:15-CV-00448-JJT).
Contract	Shall mean the Existing Agreement, as amended and supplemented by the 2020 Supplement.
Eastside Wells	Shall mean: (a) the fifty-three (53) wells RID operates within the Salt River Reservoir District as of the date of the 2020 Supplement, a list of which is attached as Table 1 of this Environmental Assessment; (b) any and all wells RID may install to replace any of the wells described in Table 1, and (c) any and all wells RID may install, purchase, lease, acquire, or otherwise use within the lands described in Paragraphs 20 and 21 of the Existing Agreement during the terms of the Contract.
Eastside Well Pumping Limit	Shall mean the Annual Pumping Entitlement, less any reductions pursuant to Sections 10 or 13 in a given year, as set forth in Subsection 5.2 of the 2020 Supplement.
Effective Date	The date upon which the 2020 Supplement is executed by a duly authorized representative of the last of the Parties.
Excess Water	Shall be the amount of water that RID is required to pay back to SRP pursuant to Section 11 of the 2020 Supplement.
Existing Agreement	Shall mean the 1921 Agreement, as amended by the 1927 Amendment and supplemented by the 1950 Supplement.

Irrigated Acres	Shall mean the amount of RID Lands that are capable of being irrigated and have an active irrigation grandfathered right. "Irrigated Acres" shall not include any Residential Urban Irrigation Acres.
Payback Period	Shall be the two-year period described in Subsection 11.3 of the 2020 Supplement.
Payback Year	Shall be the one-year period described in Subsection 11.4 of the 2020 Supplement.
Public Area Parcels	Shall mean schools, parks, common areas of homeowners' associations, residential lakes, golf courses, and other similar locations.
Quiet Title Litigation	Shall mean that litigation pending in the United States District Court for the District of Arizona styled as <i>Roosevelt Irrigation District v. United States, et al.</i> (Case No. 2:15-CV-00439-JJT), including the appeal of that litigation pending in the Ninth Circuit Court of Appeals (Case No. 19-16671).
Reclamation Law	Shall mean those laws beginning with the Reclamation Act of 1902, which Congress enacts or has enacted to authorize Reclamation to perform its mission whether these are original, amending, or supplementing laws, and whether they establish general or project-specific authority.
Residential Urban Irrigation Acres	Shall mean residential lots on RID Lands that receive irrigation water from RID, but do not include residential parcels associated within an agricultural farming operation as permitted under Subsection 7.5 of the 2020 Supplement.
RID Lands	Shall mean those lands that (a) were within the RID boundaries as of March 1, 2020 and (b) had been irrigated with water delivered by RID prior to March 1, 2020. In the event there are subsequent changes to the RID district boundaries pursuant to Section 19 of the 2020 Supplement, those lands lawfully added to the RID district boundaries shall be included as RID Lands as defined in Subsection 2.43 of the 2020 Supplement and reflected in a modified Exhibit 2.43, as provided in Section 19 of the 2020 Supplement.
Term Sheet	Shall mean that non-binding statement of agreed-upon terms executed by duly authorized representatives of RID on February 26, 2020 and executed by duly authorized representatives of the SRP District and the Association on March 2, 2020.
Warren Act	Shall mean the Warren Act of 1911, 43 U.S.C. § 523-525

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1.0 Introduction and Background

Roosevelt Irrigation District (RID) delivers irrigation water to approximately 38,000 acres of land in the Avondale, Goodyear, and Buckeye areas of Arizona. RID operates the RID Main Canal, RID CC-1 Canal, RID CC-2 Canal, and Salt Canal, among its 50 miles of main canals and 185 miles of lateral canals to transport water to customers (Figure 1).

On August 25, 1921, the Carrick and Mangham Agua Fria Land and Irrigation Company (CMAFLIC), the predecessor to RID, signed a contract (1921 Agreement) with the Salt River Valley Water Users' Association (Association). Under the 1921 Agreement, the CMAFLIC agreed to operate twenty-six (26) groundwater pumping plants and pump no less than 70,000 acre-feet-annually (AFA) for 99 years, to help dry out water-logged Association lands northeast of Tolleson, AZ and use the pumped water for irrigation on CMAFLIC lands. Additionally, the CMAFLIC was given rights to purchase, lease, acquire, or use wells, and develop new or replacement wells within the lands described in Paragraphs 20 and 21 of the 1921 Agreement (Appendix B).

The CMAFLIC was replaced by RID in 1923 and the provisions of the 1921 Agreement were assumed by RID. The Association and RID amended the 1921 Agreement on February 3, 1927 (1927 Amendment), increasing the amount of water RID was to pump from no less than 70,000 AFA to no less than 85,000 AFA (Appendix C). The 1921 Agreement and 1927 Amendment were further supplemented by a May 31, 1950 Supplemental Agreement (1950 Supplement) (Appendix D). The United States of America is not a party to the 1921 Agreement, the 1927 Amendment or the 1950 Supplement (collectively, "Existing Agreement"), but those documents did require the approval of the United States through the Secretary of the Interior or its designee.

Since 1921, RID or its predecessor has used the wells and ditches to deliver water to its landowners. It has also constructed additional wells, in accordance with the provisions of the Existing Agreement, within the Salt River Reservoir District (SRRD). RID currently operates fifty-three (53) existing groundwater wells (Eastside Wells) located within the boundaries of the SRRD (Figure 2; Table 1). As of February 26, 2020, RID provided irrigation water to 25,586 acres of land, which included 1,686 acres of Residential Urban Irrigation. The water withdrawn by RID from the Eastside Wells is withdrawn pursuant to the Existing Agreement.

The Association and the SRP District (collectively, "SRP") have argued that the Existing Agreement expires in October 2020, and that RID will no longer have a legal right to pump water from the Eastside Wells and transport it out of the area. RID argues the 1921 contract, as supplemented in 1927 and 1950, obligated it to pump the wells for a minimum of 99 years but did not prohibit it from pumping after that time period. The disagreement in interpretation of the Existing Agreement between RID and SRP has resulted in the pending federal District Court cases and pending 9th Circuit Court of Appeals case to decide the contract dispute related to the Existing Agreement and determine whether RID will be able to keep pumping groundwater from the Eastside Wells.

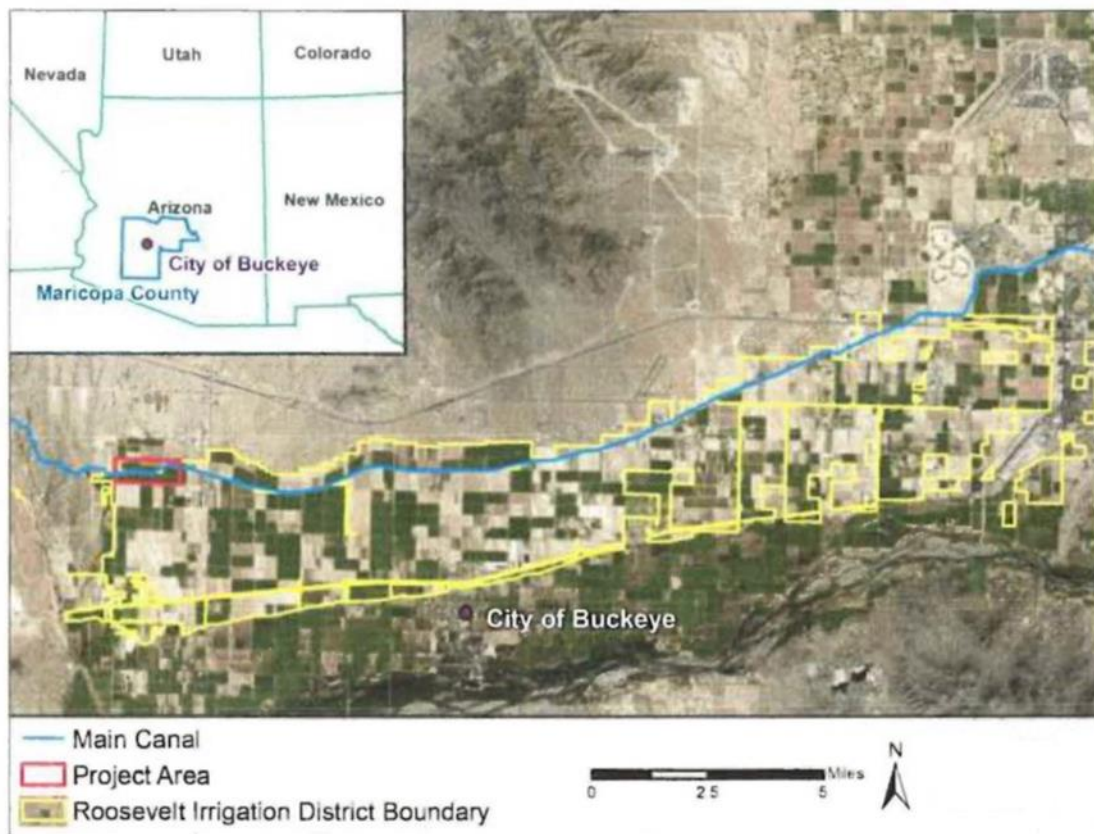


Figure 1: RID Boundaries

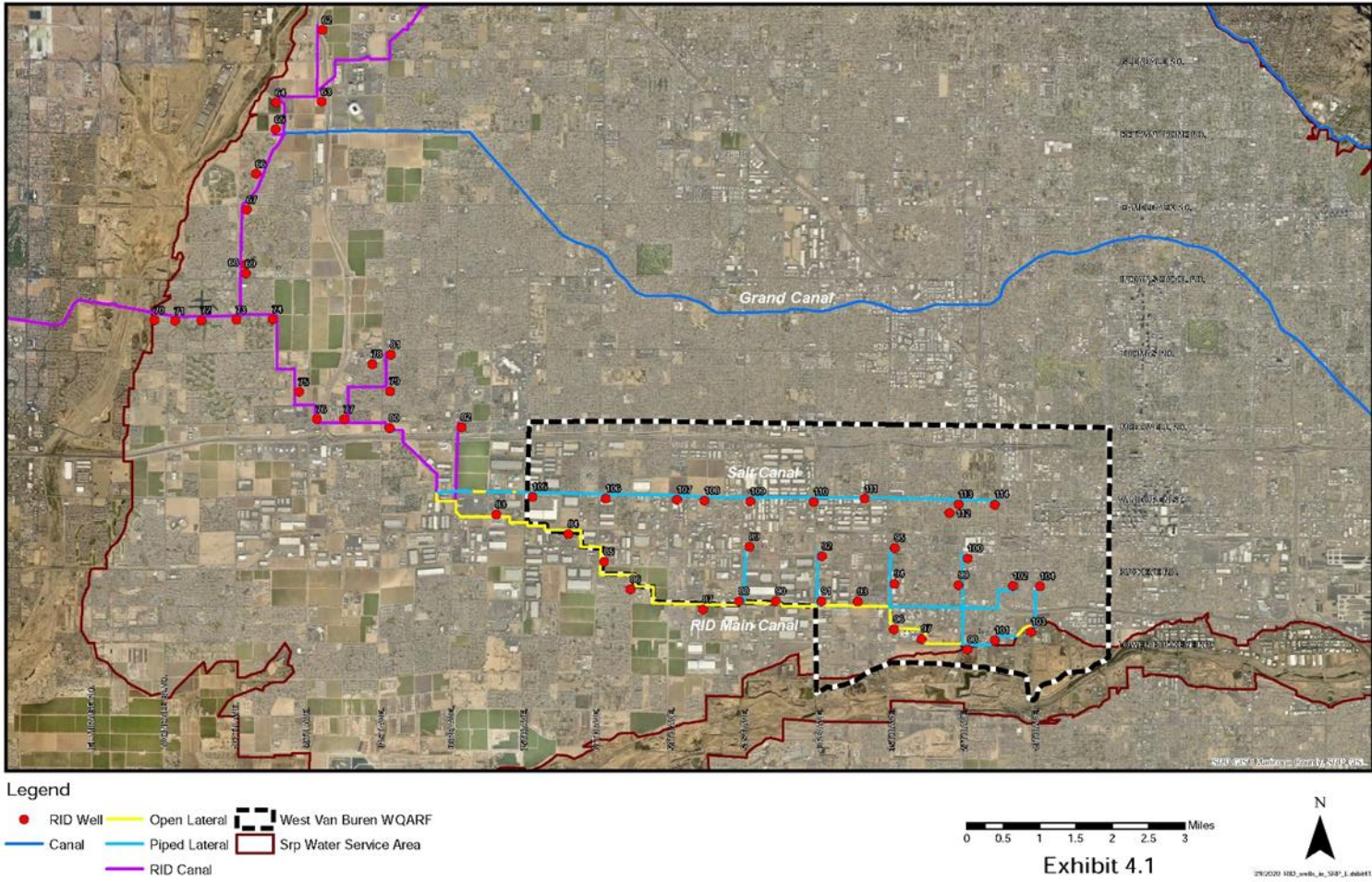


Figure 2: Eastside Well Locations

Table 1: Eastside Wells Operated by RID

RID Well Number	ADWR Well Registration Number	RID Well Number	ADWR Well Registration Number	RID Well Number	ADWR Well Registration Number
62	607248	80	607230	99	607211
63	607247	81	607229	100	607210
64	607246	82	607228	101	607209
65	607245	83	607227	102	607196
66	607244	84	607226	103	607208
67	607243	85	607225	104	607207
68	607242	86	607224	105	607206
69	607241	87	607223	106	607205
70	607240	88	607222	107	607204
71	607239	89	607221	108	607203
72	607238	90	607220	109	607202
73	607237	91	607219	110	607201
74	607236	92	607218	111	220320
75	607235	93	607217	112	607199
i76	607234	94	607216	113	607198
77	607233	95	607215	114	229853
78	607232	97	607213		
79	607231	98	607212		

1.1 Purpose and Need for the Proposed Action

The purpose of the Proposed Action is for RID, SRP and Reclamation (collectively, the “Parties”) to execute the 2020 Supplement to the Existing Agreement and for Reclamation to disclaim any future interests in the 26 groundwater pumping plants described in the Existing Agreement.

1.2 Description of the Proposed Action and Alternatives

In accordance with the National Environmental Policy Act of 1969 (Public Law (P.L.) 91-190), Reclamation has prepared this final Environmental Assessment to analyze the potential environmental impacts attributed to the following proposed Reclamation actions: (1) the disclaiming of interests in 26 existing groundwater pumping plants operated by RID pursuant to the Existing Agreement, and (2) the proposed approval of a 2020 Supplement to the Existing Agreement between RID and SRP. The 2020 Supplement would be entered into by and among the RID, SRP, and Reclamation, pursuant to the authority of the Reclamation Act of 1902 (43 U.S. Code (USC) § 371 to 600e), including Section 1 of the Warren Act (43 USC § 523 to 525). Specific provisions of the 2020 Supplement that would apply to Reclamation are listed in Section 25 of the 2020 Supplement and are outlined in Table 2:

Table 2: Summary of Sections of the 2020 Supplement Applicable to the United States

Section Number	Section Summary
1	Incorporation of Recitals and Exhibits
2	Definitions
3	Effective Date; Termination; Survival of Certain Provisions
4	Nature of Water Withdrawn by RID from the Eastside Wells
5	RID Withdrawals of Water from the Eastside Wells
6.1-6.4	Reduction of the Annual Pumping Entitlement in Times of Drought
7.5	Prohibition of RID delivery of water from Eastside Wells to Residential Urban Irrigation Acres and Public Area Parcels
8	Prohibition of RID Delivery of Water from the Eastside Wells to Non-RID Lands
9	Prohibition of Operation of the Eastside Wells by Entities Other Than RID
11	RID Payback of Water to SRP
14.1	Infrastructure Ownership
15.1	Authority under the Warren Act
16	Designated Representatives
19	RID Boundaries
20.2-20.3	Water Reporting
22	Contract as the Exclusive Basis for RID's Right to Withdraw and Transport Water from the Eastside Wells
23	No Reclamation Act Acreage Limitation
24	Miscellaneous Provisions
25	Provisions of the 2020 Supplemental Agreement Applicable to the United States
26	Federal Provisions

1.2.1 Description of Sections of the 2020 Supplement Applicable to Reclamation

To better define the scope of the proposed action, this section contains a written description of the contents of the sections of the proposed 2020 Supplement applicable to Reclamation (Table 2):

Incorporation of Recitals and Exhibits

- This section contains a brief history of the important legal documents and legal cases as a background to the 2020 Supplement.

Definitions

- All terms and abbreviations used in the 2020 Supplement.

Effective Date; Termination; Survival of Certain Provisions

- Establishes the effective date of the 2020 Supplement and the conditions of the termination of the 2020 Supplement. This section also outlines provisions of the document that would remain in full effect should the 2020 Supplement be terminated.

Nature of Water Withdrawn by RID from the Eastside Wells

- RID currently operates fifty-three (53) wells located within the boundaries of the Salt River Reservoir District. The Parties acknowledge RID's rights to purchase, lease, acquire, or use wells and develop new or replacement wells within the lands described in Paragraphs 20 and 21 of the Existing Agreement.
- All water withdrawn from the Eastside Wells, regardless of where it is delivered, how it is delivered, by whom it is delivered, to whom it is delivered, or what it is called by any entity or person, shall be regarded as groundwater and not as remediated water for purposes of accounting pursuant to Arizona Groundwater Code (Arizona Revised Statutes § 45-401 through 704).

RID Withdrawals of Water from the Eastside Wells

- As of February 26, 2020, RID provided irrigation water to 25,586 acres of land, which included 1,686 acres of Residential Urban Irrigation. Beginning for the calendar year 2021, the Parties shall annually determine the amount of Irrigated Acres.
- The Annual Pumping Entitlement shall be calculated as the number of Irrigated Acres multiplied by 5.6 acre-feet (AF)-per-acre (or the lesser amount as provided in Section 6, if applicable), as measured at the well heads of the Eastside Wells. For example, if RID has 23,900 Irrigated Acres in 2021 and there are no reductions pursuant to Section 6, the Annual Pumping Entitlement in 2021 shall be 133,840 AF.

- The maximum amount of water RID may withdraw from the Eastside Wells in any calendar year shall be the Eastside Well Pumping Limit. If there are no reductions pursuant to Sections 10 or 13 in a given year, the Eastside Well Pumping Limit shall equal the Annual Pumping Entitlement. If there are reductions pursuant to Sections 10 or 13 of the 2020 Supplement in a given year, those reductions shall be subtracted from the Annual Pumping Entitlement to calculate the Eastside Well Pumping Limit.
- RID withdrawals of water from the Eastside Wells shall be used only for agricultural irrigation purposes and only on RID Lands.
- The Annual Pumping Entitlement shall be modified each calendar year beginning in calendar year 2022 as follows: the annual Pumping Entitlement shall be reduced by 5.6 AF for each acre of Irrigated Acres that is permanently urbanized.
- SRP and RID shall develop operating guidelines for defining and making a determination of Irrigated Acres that have been permanently urbanized. Irrigated Acres shall be deemed to have been permanently urbanized if buildings, roads, streets, paving, or other improvements have been installed that are inconsistent with the resumption of use of those acres for farming (see Section 5.5 of the 2020 Supplement for determination guidelines). The guidelines may be modified from time to time, as necessary and agreed to by mutual written agreement of the Designated Representatives of SRP and RID, and approved by the governing boards of SRP and RID as provided in Subsection 16.2.
- In the event it is determined that RID's use of water withdrawn from the Eastside Wells has exceeded the then-applicable Eastside Well Pumping Limit in any year, RID shall pay SRP back pursuant to the procedures outlined in Section 11 of the 2020 Supplement.
- RID shall discontinue pumping water from the Eastside Wells when the total Irrigated Acres decrease to 2,000 acres. At that point, (a) the Contract shall terminate; (b) RID shall not use the Eastside Wells to irrigate any remaining Irrigated Acres; (c) RID shall not withdraw water from the Eastside Wells for any use; (d) RID shall waive any claim for a right to withdraw water from the Eastside Wells; and (e) SRP shall purchase the Eastside Wells, as provided in Subsection 14.3 of the 2020 Supplement.
- Provided that RID complies with Sections 5 and 6 of the 2020 Supplement and that any variance by RID from the terms of Section 5 is resolved as set forth in Section 11 of the 2020 Supplement, the Parties agree that during the term of the Contract:
 - The water pumped by RID from the Eastside Wells under the Contract is surplus Project water under Reclamation law including Section 1 of the Warren Act; and
 - SRP and the United States shall not object to, limit, or otherwise seek to further reduce RID withdrawals from the Eastside Wells. The Parties agree that the pumping withdrawal limitations and location of use limitations adequately protect the SRP beneficiaries under Reclamation law including Section 1 of the Warren Act.

Reduction of the Annual Pumping Entitlement in Times of Drought

- The Association Board of Governors sets the Association shareholder water allotment annually in the fall for the following calendar year, which allotment includes all deliveries by the Association of surface water and groundwater to the shareholder, but does not include

normal flow water, special pump rights, or the shareholder's private pumping, if any. In addition, depending on weather conditions, it may modify the Association shareholder water allotment during the calendar year.

- In the event severe drought affects the Salt River and Verde River watersheds such that the Association Board of Governors has reduced the Association shareholders' water allotment to two (2) AF-per-acre, SRP shall so notify RID in writing and RID shall temporarily reduce its pumping from the Eastside Wells to an amount equal to four (4) AF-per-acre for each Irrigated Acre, and the Annual Pumping Entitlement shall be reduced accordingly for the length of time during which the reduction in the Association shareholder water allotment is effective.
- In the event such drought worsens such that the Association has reduced its shareholders' water allotment to less than two (2) AF-per-acre, SRP shall so notify RID in writing and RID shall temporarily reduce its pumping from the Eastside Wells below four (4) AF-per-acre in proportion to Association reductions as follows: for each 0.1 AF-per-acre of the Association shareholder water allotment is reduced by the Association Board of Governors, RID shall reduce its pumping from the Eastside Wells 0.2 AF-per-Irrigated Acre; provided that in no event shall RID be required to reduce its pumping from the Eastside Wells to an amount less than two (2) AF-per-Irrigated Acre. The Annual Pumping Entitlement shall be reduced accordingly for the length of time during which the reduction in the Association shareholder water allotment is effective.
- SRP shall commit all reasonable resources to restoring the Association shareholder water allotment to its normal, non-severe-drought limit. Such reduction in Eastside Well use by RID shall stay in effect until SRP is able to restore the Association water allotment to above two (2) AF-per-acre. SRP shall provide to RID as much notice as is reasonably possible regarding the projections of when the water allotment to Association shareholder lands shall be reduced to two (2) AF-per-acre or less.
- SRP and the United States agree that, in times of severe drought as defined in Subsections 6.1 and 6.2 of the 2020 Supplement, provided that RID complies with the pumping limitations described in Section 6, neither SRP nor the United States shall object to, limit, or otherwise seek to further reduce RID withdrawals from the Eastside Wells. SRP agrees that the withdrawal reductions contained in Section 6 adequately protect the Project beneficiaries under Reclamation Law, including Section 1 of the Warren Act.

Prohibition of RID Delivery of Water from the Eastside Wells to Residential Urban Irrigation Acres and Public Area Parcels

- RID may continue to deliver water withdrawn from the Eastside Wells to irrigate residential parcels associated within an agricultural farming operation; provided, however, that the amount of this water shall count against the Eastside Well Pumping Limit.

Prohibition of RID Delivery of Water from the Eastside Wells to Non-RID Lands

- RID shall not deliver water pumped from the Eastside Wells to Non-RID Lands for any purpose, including agricultural irrigation uses.

- RID shall comply with Arizona law related to delivery of water.
- In the event it is determined that RID delivered water from the Eastside Wells to Non-RID Lands for any purpose, RID shall pay SRP back pursuant to the procedures outlined in Section 11 of the 2020 Supplement.

Prohibition of Operation of the Eastside Wells by Entities Other Than RID

- RID and SRP are the only entities authorized, or otherwise allowed by the Contract, to operate and withdraw water from the Eastside Wells.
- RID shall not authorize, or otherwise allow, by affirmative action or knowing inaction, any other person or entity to operate or withdraw water from the Eastside Wells without the United States and SRP's express written permission, which permission may be withheld for any reason. Any authorization by RID allowing any other person or entity to operate or withdraw water from the Eastside Wells without the United States and SRP's express written permission shall be void and of no force or effect.
- In the event RID allows any person or entity to operate or withdraw water from the Eastside Wells without the permission of Reclamation and SRP:
 - RID shall immediately:
 - Cease operating any and all Eastside Wells and cease any deliveries of water from the Eastside Wells to RID landowners and such other person or entity; and,
 - Stop or prevent such other person or entity from operating the Eastside Wells and withdrawing water from the Eastside Wells.
 - RID shall pay SRP back the amount of water withdrawn by such person or entity pursuant to Section 11 of the 2020 Supplement.
 - In addition to pursuing any other legal remedies, if such person or entity operates or withdraws water from the Eastside Wells for thirty (30) days or more in violation of the terms of Subsections 9.1 and 9.2 of the 2020 Supplement; SRP and Reclamation may provide RID written notice of their intention to terminate the Contract within one hundred and fifty (150) days after such notice, if RID does not immediately terminate such authorization and prevent the unauthorized withdrawals of water from the Eastside Wells.
 - If RID does not immediately terminate such authorization and prevent the unauthorized withdrawals of water from the Eastside Wells within one hundred and fifty (150) days after the date of the 150-day notice, SRP and Reclamation may, at their sole discretion, terminate the Contract.
 - In the event SRP and Reclamation seek to terminate or terminate the Existing Contract, pursuant to Subsection 9.3.3 and 9.3.4 of the 2020 Supplement, RID reserves its legal rights to contest such termination on the basis that:

- It did not authorize such violation and/or;
 - That RID properly cured such violation in accordance with Subsection 9.3.6 of the 2020 Supplement.
- Provided that the Existing Contract has not yet been terminated pursuant to Subsection 9.3.4 of the 2020 Supplement, once RID cures the violation of Subsections 9.1 and 9.2, RID may resume pumping under the provisions of the Existing Contract and RID shall payback the amount of water withdrawn by such person or entity pursuant to the procedures outlined in Section 11 as provided in Subsection 9.3.2 of the 2020 Supplement.

RID Payback of Water to SRP

- In the event that it is determined that RID is required to pay SRP back pursuant to Subsections 5.6, 7.4, 8.3, 9.3.2, or 9.3.6 of the 2020 Supplement, RID shall pay SRP back as set forth in Section 11 of the 2020 Supplement.
- The Excess Water shall be the sum of the amount of water:
 - RID withdraws from the Eastside Wells during a calendar year that exceeds the Eastside Well Pumping Limit as provided in Subsection 5.6 of the 2020 Supplement;
 - RID withdraws from the Eastside Wells and delivers (on a volumetric accounting basis) to Non-RID Lands, as provided in Subsection 8.3 of the 2020 Supplement;
 - RID withdraws from the Eastside Wells and delivers to Residential Urban Irrigation Acres and Public Area Parcels as provided in Subsections 7.4 and 7.5 of the 2020 Supplement; and,
 - RID authorizes or otherwise allows any other person or entity to withdraw from the Eastside Wells and use for any purpose under Subsection 9.3.2 or 9.3.6 of the 2020 Supplement.
- Beginning in calendar year 2021 and continuing until the end of calendar year 2040, RID shall pay back SRP for any Excess Water pumped during a calendar year during the Payback Period. During this timeframe, SRP and RID agree that RID will accomplish this payback by reducing its pumping to less than the Eastside Well Pumping Limit during the Payback Period. The amount of water paid back in each year of the Payback Period will be the difference between the Eastside Well Pumping Limit and the amount of water RID actually withdraws from the Eastside Wells.
- Beginning in calendar year 2041, and thereafter until termination, RID shall pay back SRP for any Excess Water pumped during a Payback Year. SRP and RID agree that RID will accomplish this payback by reducing its pumping to less than the Eastside Well Pumping Limit. The amount of water paid back during the Payback Year will be the difference between the Eastside Well Pumping Limit and the amount of water RID actually withdraws from the Eastside Wells.

- In the event RID fails to pay back SRP the Excess Water during the Payback Period or the Payback Year, as applicable, SRP and/or the United States, at their option, shall be entitled to an injunction enjoining RID from pumping from the Eastside Wells until the Excess Water is paid back.
- In the event RID exceeds the Eastside Well Pumping Limit in the last calendar year prior to termination of the Contract, RID shall pay back any Excess Water to SRP with a water supply acceptable to SRP in the immediately following calendar year.

Infrastructure Ownership

- The United States and SRP shall agree that, as among the Parties, RID holds title to the Eastside Wells.

Authority under the Warren Act; Challenges to Such Authority; Duty to Defend

- The Parties agree that this 2020 Supplement is validly executed under Section 1 of the Warren Act.

Designated Representatives

- This section instructs the Parties to notify each other of Designated Representatives for each agency. Instructions on modification of exhibits attached to the 2020 Supplement and the process for resolution of disputes that exist under the Contract are also included.

RID Boundaries

- RID shall comply with the applicable legal requirements for changes in its district boundaries and in its service area. RID shall provide SRP and Reclamation with sixty (60) days' advance written notice of any proposed modifications to RID's district boundary or service area. Changes in RID's service area shall only be such changes as are lawfully allowed. Any changes in the RID boundaries shall be reflected in a modified Exhibit attached to the 2020 Supplement.

Water Reporting

- SRP shall report to RID the amount of Groundwater Savings Facility water delivered by SRP to RID, the amount of water transported and delivered by SRP to RID for Municipal and Industrial uses, and other information as agreed upon between SRP and RID. The report shall be submitted to RID on or before March 15 of each year for water delivered during the prior calendar year.
- SRP and RID have jointly developed a framework for the water reporting required under Section 20 of the 2020 Supplement.

Contract as the Exclusive Basis for RID's Right to Withdraw and Transport Water from the Eastside Wells

- RID's right to withdraw and transport water from the Eastside Wells shall be limited to and governed by the terms set forth in the Contract. RID shall not claim or assert any other legal right to withdraw and transport water from the Eastside Wells.
- RID's right to withdraw and transport water from the Eastside Wells shall never exceed the amounts as set forth in the Contract. RID hereby forever releases, disclaims, abandons, and forfeits any right to withdraw and transport water from the Eastside Wells in excess of the amounts agreed to in the Contract.

No Reclamation Act Acreage Limitation

- Paragraph 13 of the Existing Agreement shall have no further effect. As provided in Section 106(c) of the Arizona Water Settlements Act, P.L. 108-451, no acreage limitation or full cost pricing provisions of federal law shall apply to any RID Lands.

Miscellaneous Provisions

- This section contains provisions concerning protocol for administrative functions associated with the 2020 Supplement (i.e. Fees and Costs, Waivers, Addresses for Notices, Changing Names or Addresses, etc.).

Provisions of the 2020 Supplement Applicable to the United States

- Outlines Sections of the 2020 Supplement relevant to the federal government. The actions outlined in these sections are analyzed in this final EA.

Federal Provisions

- This section contains generic provisions required by and specific to the federal government.

1.3 No Action Alternative

Under the no action alternative, the Existing Contract between SRP and RID would expire in October 2020. Once the Existing Contract expires, pumping of groundwater by RID from the Eastside Wells would cease. SRP would not continue pumping groundwater from the Eastside Wells for any purpose.

1.4 Description of the Project Area

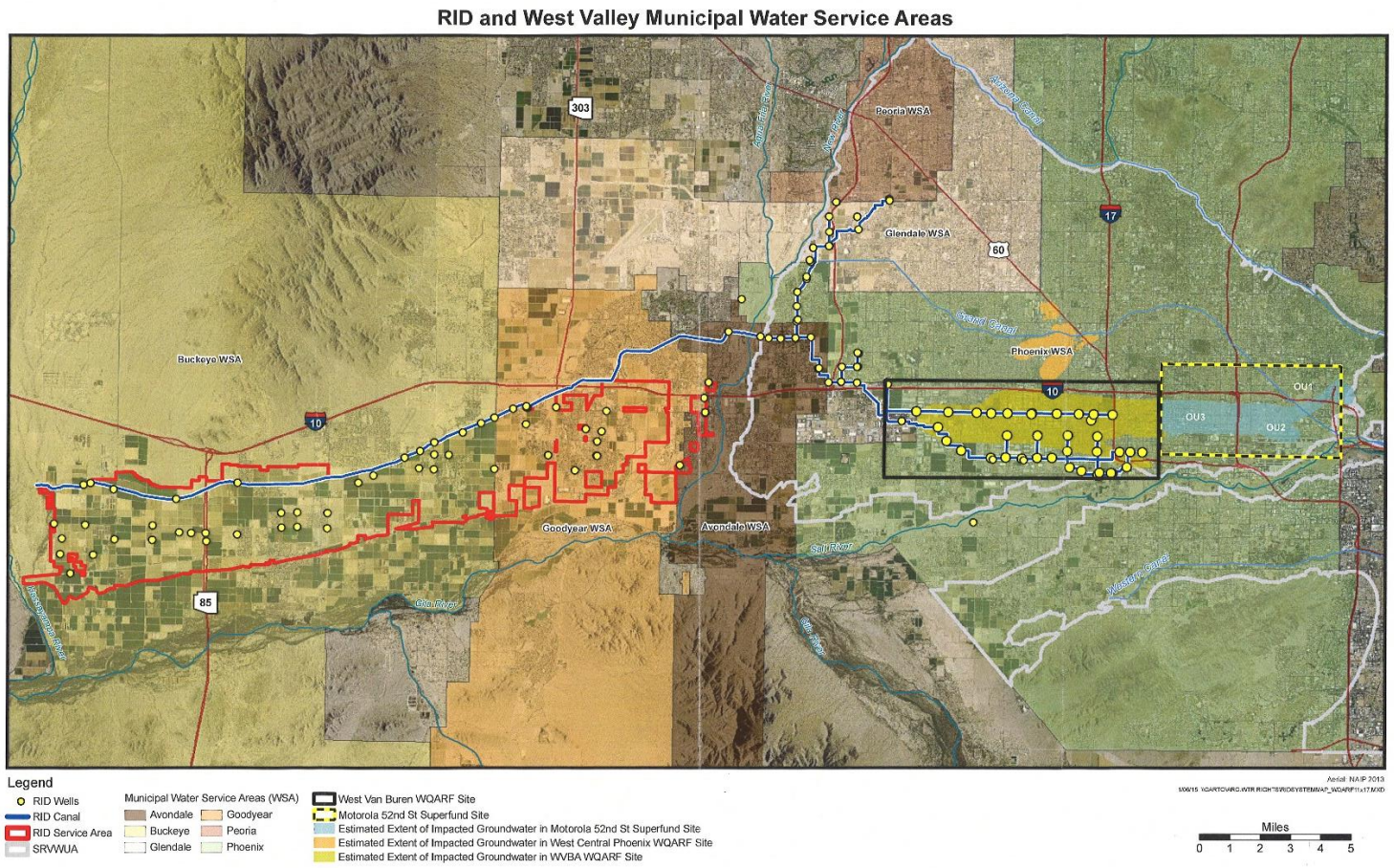
The project area consists of RID's service area as well as the locations of the fifty-three (53) existing groundwater wells operated by RID located within the SRRD in southwestern Phoenix, Arizona

(Figure 1). The wells are bounded by Northern Avenue in the north, 19th Avenue in the east, 115th Avenue in the west and Lower Buckeye Road in the south (Figure 2).

1.5 Public Involvement

Reclamation solicited input from the public on the proposed action to assist in identifying key issues and defining the scope of the project and environmental analysis. Reclamation conducted scoping via e-mail and internet publication; project information was sent to the agencies and entities listed in Section 3.0. A 15-day scoping period was initiated April 21, 2020, and closed on May 6, 2020 (Appendix A). No comments were received.

The draft EA was published on June 19, 2020, and public comments were accepted from June 19, 2020 to July 4, 2020. Reclamation emailed notices of the draft EA publication to the agencies and entities listed in Section 3.0 and posted the draft EA on the internet. No comments were received.



Hit t

Figure 3: RID and West Valley Municipal Water Service Areas

2.0 Affected Environment and Environmental Consequences

The potential environmental effects associated with implementation of the proposed action are examined in this section. Table 3 outlines resource areas that are not present in the proposed action area, or that are present but not affected, with a description of the rationale for dismissal from further analysis. Table 4 outlines an effects determination for specific environmental issues.

Table 3: Resource Areas Not Retained for Detailed Analysis

Resource Area/Element	Rationale
Soil Resources and Geology	The proposed action would require no new infrastructure or ground disturbing activities. No new impacts or adverse effects to geology or soil resources would occur in the project area.
Biological Resources	The proposed action would require no new infrastructure or ground disturbing activities. No new impacts or negative effects to existing vegetation, local wildlife, or federally listed species or critical habitat in the project area would occur.
Cultural Resources	The proposed action would require no new infrastructure or ground disturbing activities. No new impacts or adverse effects to cultural resources or historic properties would occur in the project area.
Land Use and Transportation	The proposed action would require no new infrastructure or ground disturbing activities. No new impacts or adverse effects to land ownership or land use would occur.
Socioeconomic Resources and Environmental Justice	The proposed action would require no new infrastructure or ground disturbing activities. The proposed action or its alternative would result in no new impacts or adverse effects to existing social or economic conditions or employment opportunities.
Floodplain Management and Wetlands	The proposed action would require no new infrastructure or ground disturbing activities. The proposed action or its alternatives would not impact or negatively affect a floodplain or wetland.
Indian Trust Assets	The proposed action would not cause any new impacts or adverse effects to trust assets of any Native American tribe. No ITAs were identified in the project area.

Table 4: Effects Determination for Specified Environmental Issues

Environmental Issue	No	Yes	Uncertain
This action would have an effect on public health or safety.	X		
This action or group of actions would have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources.	X		
This action would have highly uncertain environmental effects or involve unique or unknown environmental risks.	X		
This action would establish a precedent for future actions or represent a decision in principle about future actions with potentially substantial effects.	X		
This action would violate Federal, State, local, or tribal law, or requirements imposed for protection of the environment.	X		
This action would have socioeconomic effects, or a disproportionately high and adverse effect on low income or minority populations.	X		
This action would limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or substantially adversely affect the physical integrity of such sacred sites.	X		

2.1 Water Resources

2.1.1 Affected Environment

This section analyzes impacts of the proposed action and no action alternative on groundwater resources, specifically impacts to the area groundwater quantity, and quality from project-related groundwater withdrawals, and sources of groundwater pollutants. The water resources analysis considers the area in the immediate vicinity of the locations of the Eastside Wells (Figures 2-4; Table 1).

2.1.2 No Action

Under the no action alternative, RID's pumping of groundwater from the Eastside Wells would continue until the Existing Agreement expires on October 26, 2020. Water level monitoring has been performed regularly in the area since 1993. Studies have documented an overall decrease in water levels since monitoring was initiated and water levels in both shallow and deeper wells have declined approximately 35 feet, an average of approximately two and one-third feet per year (ADEQ 2012). Accordingly, water resources in the project area could benefit if RID ceases pumping in 2020.

2.1.3 Proposed Action

The proposed action would not result in any new construction or change in land use. Groundwater from the Eastside Wells would continue to be pumped and delivered through existing infrastructure to RID's service area. The proposed action would not lead to additional growth and development beyond baseline conditions. The proposed action would benefit water quality as RID's continued pumping under the 2020 Supplement would serve to help control the spread of the plume and prevent it from negatively impacting groundwater resources in the area of plume migration (ADEQ 2012).

2.2 Hazardous Materials

2.2.1 Affected Environment

This section examines hazardous materials impacts potentially resulting from the implementation of the proposed action or the continuation of baseline activities under the no action alternative. In the 1950s, '60s, and '70s, Phoenix saw a manufacturing boom that brought new factories and businesses (i.e. metal-plating facilities, electronics manufacturing plants, dry-cleaning businesses) to the areas surrounding the Eastside Wells. It is believed many of these industrial facilities utilized solvents, some in large quantities, for cleaning and degreasing of industrial parts, among other uses. The resulting waste products may have been released into unlined ponds, leach fields and dry wells and these products likely migrated through the soil and into the groundwater.

In 1982, Motorola reported a release of chemicals from an underground storage tank at its semiconductor plant near 52nd Street and McDowell Road. The federal government listed the resulting contaminated soil and groundwater plume as a Superfund site in 1989, and the Environmental Protection Agency has been overseeing the cleanup (Figures 3 and 4).

In an effort to better coordinate the response to polluted groundwater in many areas of Arizona, including contaminated groundwater in the West Van Buren Area (WVBA), the Arizona state legislature created the Arizona Department of Environmental Quality (ADEQ) in 1987. At the same time, the state legislature enacted the state's Water Quality Assurance Revolving Fund (WQARF) (Figures 3 and 4). Under the WQARF, ADEQ's mission is to work on cleaning up sites polluted with hazardous substances like the WVBA (Figure 4). The WVBA site is located adjacent to and west of the federal Motorola 52nd Street Superfund Site. Cleanup efforts in the Motorola 52nd Street Superfund Site, which includes two well-extraction networks and two water-treatment systems that remove trichloroethylene (TCE) and tetrachloroethylene (PCE), have been underway at this site since 1989.

According to ADEQ, the contaminated groundwater plume in the WVBA consists of a combination of a plume that originated at the former Motorola 52nd Street Facility and migrated west, combining with releases from facilities in other Operable Units and in the WVBA. In the WVBA, the plume spreads out in a finger-shaped area from Seventh Avenue in the east to 75th Avenue in the west, extending from West McDowell Road in the north to West Buckeye Road on the south.

Groundwater samples obtained within the WVBA site have shown some wells contain TCE and PCE at levels above safe drinking water standards; the water is acceptable for irrigation use. The RID operates twenty (20) agricultural wells within the WVBA that pump out contaminated water for irrigation use and transports the water through canals to irrigate cotton and alfalfa fields in the West Valley. Water pumped from wells within the WVBA is not used for drinking water purposes. Instead, residents consume city water, which comes from other sources. ADEQ reports indicate the plume is contained and is not spreading due to existing irrigation pumping by RID. ADEQ believes that the wells are helping to prevent the plume from spreading further by withdrawing polluted water (ADEQ 2012).

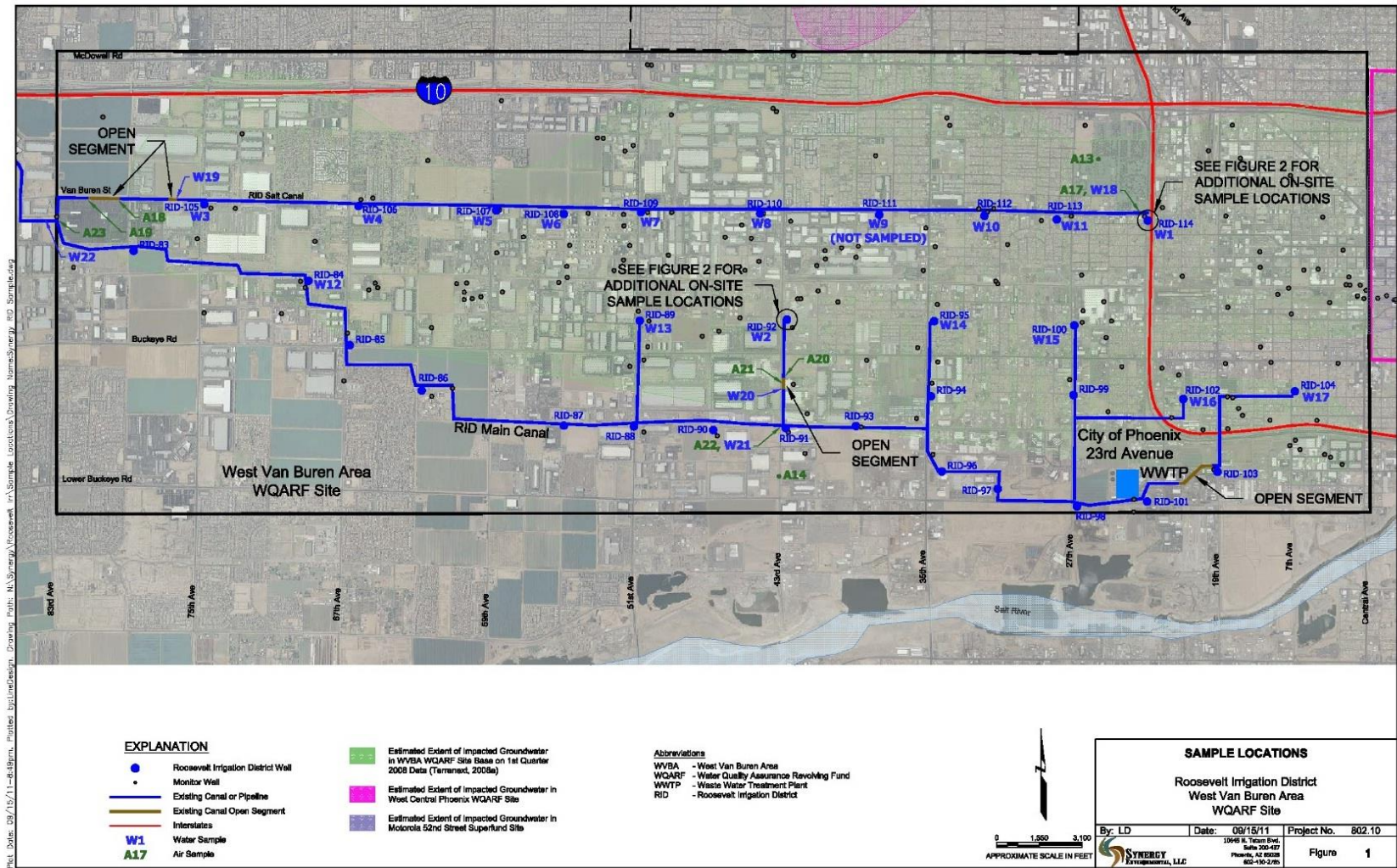


Figure 4: RID - West Van Buren WQARF Site

2.2.2 No Action

Under the no action alternative, RID's pumping of groundwater from the Eastside Wells would continue until the Existing Agreement expires on October 26, 2020. Pumping of groundwater by RID for use in irrigation has been believed to help prevent the potential spread of contaminated groundwater within the WVBA (ADEQ 2012). If groundwater pumping from the Eastside Wells were to terminate in October 2020, contaminated water from the WVBA plume of contaminated groundwater could spread further throughout the aquifer.

2.2.3 Proposed Action

The proposed action would not result in any new construction or change in land use. Groundwater from the Eastside Wells would continue to be pumped and delivered through existing infrastructure to RID's service area. The proposed action(s) would make no direct contribution of hazardous wastes to an already contaminated area, therefore no additional hazardous waste impact to the action area is expected as a result of the proposed action. Under the proposed action, RID would continue normal groundwater pumping operations. Continued groundwater pumping from the twenty wells within the WVBA would continue to withdraw contaminated water from the area and contain further spread of the contaminated water plume.

2.3 Air Quality

2.3.1 Affected Environment

This section examines impacts of the proposed action and no action alternative on air quality issues, specifically air pollutant emissions from Volatile Organic Compounds (VOCs) released into the atmosphere when groundwater contaminated with PCE and TCE is pumped from the Eastside Wells and discharged into RID's canals. Air pollutants tend to disperse into the atmosphere, becoming less concentrated as they travel away from a source of pollution, and the analysis area therefore will be confined to the immediate area surrounding the RID wells pumping groundwater.

National Ambient Air Quality Standards (NAAQS) are set by the Environmental Protection Agency (EPA) Office of Air Quality Planning and Standards. Ambient air quality standards define the allowable concentrations of criteria pollutants in ambient air. The EPA has set air quality standards for the following criteria pollutants: nitrogen dioxide (NO₂), sulfur dioxide (SO₂), carbon monoxide (CO), particulate matter smaller than 10 microns in aerodynamic diameter (PM₁₀), particulate matter smaller than 2.5 microns in aerodynamic diameter (PM_{2.5}), ozone (O₃), and lead (Pb). The State of Arizona has incorporated the NAAQS by reference and does not have any additional ambient air quality standards. Because no NAAQS for VOCs exist as a baseline for comparison, the results of studies on the release of VOCs contained in groundwater pumped by the Eastside Wells and their effect on human and environmental health are used instead.

Tests of the groundwater in the WVBA have shown some wells contain TCE and PCE at levels above safe drinking water standards. RID operates 20 agricultural wells that pump water containing VOCs and send it flowing through canals west to the RID Service Area to irrigate cotton and alfalfa fields in the West Valley. Studies have shown that, as the water is discharged from the well heads into the canal system, it releases measurable amounts of TCE and PCE into the air. These VOCs quickly become airborne and disperse into the atmosphere once the water is pumped into and begins flowing through the canals (Synergy Environmental, LLC, 2011).

The latest measurements of the chemicals released into the air by the discharges from contaminated wells operated by RID in the WVBA were collected during a study in 2011 when a public health exposure assessment was undertaken in order to accomplish the following objectives:

- Assess the potential for public exposure to unacceptable levels of VOC contamination at the WVBA, and;
- Compare the analytical results to health-based guidance levels to make a screening level determination as to whether VOC inhalation poses an imminent and significant risk to public health.

The results of the study showed that points in the RID water systems did exceed air inhalation screening criteria at the point of discharge from the groundwater wells to the canal, but the study concluded these points are not likely to provide a reasonable public exposure pathway due to their physical nature and locations away from people and animals (Synergy Environmental, LLC, 2011).

Additionally, SRP hired AMEC to conduct a screening health risk assessment (Casiraro 2010). The findings of that assessment were that, “there is no public health impact associated with the current operation of the RID system with a substantial margin of safety.” Further, SRP hired Steven C. Curry, Chief of Toxicology at the University of Arizona College of Medicine, to assess any health concerns associated with discharge of groundwater containing PCE and TCE into RID and other area canals. Curry reviewed previous assessments, including the 2011 report by Synergy Environmental, LLC, and the 2014 quantitative risk assessment findings from the WVB Working Group Feasibility Study, prepared by Haley and Aldrich, and visited RID’s wells, pump stations, and canals. Curry issued a formal letter stating that he, “found nothing to suggest there is any public health concern from activities such as walking, running, bicycling, sitting at bus stops or working in businesses near the pump stations and canals that contain discharges from contaminated RID wells” (Curry 2019).

State of Arizona environmental regulators have also issued statements of findings that VOCs from groundwater contaminated with TCE and PCE pumped out of the Eastside Wells into RID canals are being released into the air at such low levels they pose no significant risk to public health. ADEQ reports conclude that the levels are so low that there is not a health concern, and data gathered by the Arizona Department of Health Services (ADHS) show no significant risk to human health when groundwater from the Eastside Wells is pumped and transported for irrigation (ADEQ 2012; ADHS 2015).

2.3.2 No Action

Under the no action alternative, RID's pumping of groundwater from the Eastside Wells would continue until the Existing Agreement expires on October 26, 2020. No additional impact to air quality or public health would occur from RID pumping water from the Eastside Wells until the Existing Contract expires. After the October expiration date, groundwater pumping from the Eastside Wells would cease completely. The lack of pumping from Eastside Wells would have a minor beneficial impact corresponding to the decline in the release of VOCs into the air in the vicinity of the Eastside Wells discharging water contaminated with TCE or PCE into RID's canal system.

2.3.3 Proposed Action

Under the proposed action, groundwater from the Eastside Wells would continue to be pumped and delivered through existing infrastructure to RID's service area. There would be no additional impact to air quality as the introduction of VOCs into the air from RID's pumping is at such low levels that it poses no significant risk to public health (ADEQ 2012; ADHS 2015; Curry 2019).

3.0 Consultation and Coordination

3.1 Document Prepared By

Dominic Graziani, Environmental Protection Specialist, Bureau of Reclamation

3.2 Agencies and Persons Consulted

3.2.1 Persons Consulted

Sean Heath, Manager, Environmental Resources Management Division, Bureau of Reclamation

Leslie Meyers, Area Manager, Bureau of Reclamation

Alex Smith, Deputy Area Manager, Bureau of Reclamation

David Gifford, Archaeologist, Bureau of Reclamation

Peter Castaneda, Manager, Water and Lands Division, Bureau of Reclamation

Sandra Eto, Regional Liaison, Bureau of Reclamation

Ryan Alcorn, Lead Program Analyst, Department of the Interior

3.2.2 Agencies Consulted

An electronic copy of this EA has been posted for public viewing and comment on Reclamation's Phoenix Area Office website at www.usbr.gov/lc/phoenix. Emailed copies of the Notice of Availability memorandum and final EA were distributed to the following entities:

Bureau of Indian Affairs Western Region, Environmental Quality Services

U.S. Fish and Wildlife Service, Arizona Ecological Services Field Office

U.S. Army Corps of Engineers, Los Angeles District

Central Arizona Water Conservation District

Arizona Department of Water Resources

Arizona Department of Environmental Quality

Salt River Valley Water Users' Association

Roosevelt Irrigation District

4.0 Reference List

- 40 CFR Part 1500-1508 Regulations for the Implementation of the National Environmental Policy Act, 2005.
- 43 CFR Part 46 Department of the Interior Office of the Secretary. Implementation of the National Environmental Policy Act (NEPA) of 1969.
- Arizona Department of Environmental Quality, 2012. *Remedial Investigation Report, West Van Buren Area WQARF Registry Site*, Phoenix, AZ.
- Arizona Department of Health Services, 2015. *Evaluation of Water Sampling Results in the Roosevelt Irrigation District*, Phoenix, AZ.
- Bureau of Reclamation Departmental Manual Part 516. Protection and Enhancement of Environmental Quality.
- Casiraro, Daniel J., 2010. *Summary Analysis of the Roosevelt Public Health Exposure Assessment and Mitigation Work Plan and Evaluation of Human Health Risks Associate with Volatile Organic Compounds in the Roosevelt Irrigation District Canal System*, SRP, August 18, 2010.
- Curry, Stephen C., 2019. *Statement of Findings, Assessment of Health Concerns for Toxic Effects Resulting From Exposure to Water Within the West Van Buren WQARF Site Containing Volatile Organic Compounds*, SRP, April 2 2019.
- National Environmental Policy Act of 1969, as amended, P.L. 91-190, ELR STAT. NEPA § 2-209 codified as amended at 42 U.S.C. § 4321-4370h.
- Synergy Environmental, LLC., 2011. *Public Health Assessment and Mitigation Summary Report, West Van Buren Area Water Quality Assurance Revolving Fund Site*, Phoenix, AZ.
- U.S. Department of the Interior, Bureau of Reclamation. NEPA Handbook. February 2002.

APPENDIX A. SCOPING LETTER



United States Department of the Interior



BUREAU OF RECLAMATION
Phoenix Area Office
6150 West Thunderbird Road
Glendale, AZ 85306-4001
APR 21 2020

IN REPLY REFER TO:
PXAO-1500
2.1.4.13

VIA ELECTRONIC MAIL ONLY

Memorandum

To: All Interested Persons, Organizations, and Agencies

From: Leslie A. Meyers
Area Manager

**LESLIE
MEYERS**

Digitally signed by
LESLIE MEYERS
Date: 2020.04.21
12:54:46 -07'00'

Subject: Notice of Public Scoping Period – Environmental Assessment of the Proposed Disclaiming of Interest in Twenty-Six (26) Existing Groundwater Pumping Plants and Proposed Approval of a 2020 Supplemental Agreement Among Roosevelt Irrigation District, Salt River Project Agricultural Improvement and Power District, Salt River Valley Water Users' Association, and the United States of America through the Secretary of Interior Authorizing the Continued Operation of Existing Groundwater Wells Within the Salt River Reservoir District, Maricopa County, Arizona (Action by 15 Days from the Date of this Memorandum)

The Bureau of Reclamation is conducting public scoping pursuant to the National Environmental Policy Act (NEPA; Public Law 91-90) and 40 CFR § 1507.1. This document is an attempt to encourage early and open public participation with the NEPA review of activities associated with two proposed actions: (1) The United States of America through the Secretary of the Interior (Reclamation) proposes to disclaim all interests in 26 existing pumping plants (Eastside Wells) described in a deed, recorded January 1, 1928, between the Salt River Valley Water Users' Association (Association) and the Roosevelt Irrigation District (RID) that are operated by the RID; and, (2) the proposed approval of a supplemental agreement (2020 Supplement) among the RID, the Association, the Salt River Project Agricultural Improvement and Power District (SRP District) (the Association and the SRP District, collectively, "SRP"), and Reclamation. The 2020 Supplement pertains to RID's use of Reclamation project water to provide water to users within the Roosevelt Irrigation District through the Eastside Wells located within the boundaries of the Salt River Reservoir District (Figure 2).

Project Location

The RID delivers Reclamation project water to approximately 38,000 acres of land using 50 miles of main canals and 185 miles of lateral canals southwest of Phoenix, Arizona (Figure 1).

Background

Originally, the Carrick and Mangham Agua Fria Land and Irrigation Company (CMAFLIC) was authorized by the Association to operate the Eastside Wells via an August 25, 1921 agreement. In 1927, the RID succeeded the CMAFLIC and the RID, as successor in interest to CMAFLIC, was authorized to continue operation of the Eastside Wells via a 1927 amendment to the 1921 agreement. The

INTERIOR REGION 8 • LOWER COLORADO BASIN

ARIZONA, CALIFORNIA*, NEVADA*

* PARTIAL

1921 agreement and 1927 amendment were further supplemented by a 1950 supplement. The three documents were each approved by the Secretary of Interior or a designee.

Project Description

Under the proposed actions, Reclamation would: (1) Disclaim any interest in the Eastside Wells; and, (2) Reclamation, RID and SRP would enter into a new 2020 Supplement under the authority of federal Reclamation law including Section 1 of the Warren Act of 1911. Currently, the project water withdrawn by RID from the Eastside Wells is withdrawn pursuant to the existing 1921 agreement and its supplements and amendments. The 2020 Supplement includes the following provisions with respect to RID's use of the Eastside Wells:

1. RID shall continue to provide Reclamation project water from the Eastside Wells to not more than 24,900 acres of agricultural land.
2. Beginning in 2021, the amount of water RID may withdraw from the Eastside Wells is equal to 5.6 acre-feet (AF) multiplied by the total acres of irrigable agricultural land. The maximum amount of water RID may withdraw from the Eastside Wells is 139,440 AF (Eastside Well Pumping Limit).
3. The Eastside Well Pumping Limit shall be reduced by 5.6 AF for each acre of irrigated agricultural lands that is permanently urbanized.
4. RID shall discontinue pumping water from the Eastside Wells when the total acres of irrigated agricultural land decrease to 2,000 acres or less.
5. Once RID discontinues pumping water from the Eastside Wells, SRP shall purchase the Eastside Wells from RID.

Reclamation requests that anyone with information or comments relevant to the actions outlined in this document provide input in the scoping process. To be most helpful, comments should be as specific as possible and related to the activities of the proposed project. Comments should be received within 15 days of the date of this letter and addressed to the attention of Mr. Dominic Graziani, or via email at dgraziani@usbr.gov. Please be advised that any personal identifying information (PII) included in a submitted response, may be made publicly available at any time. While you may request that Reclamation withhold your PII from public review, Reclamation cannot guarantee that we will be able to do so.

If you have questions, please contact Mr. Graziani at (623) 773-6216.

Thank you for help and cooperation with this project.

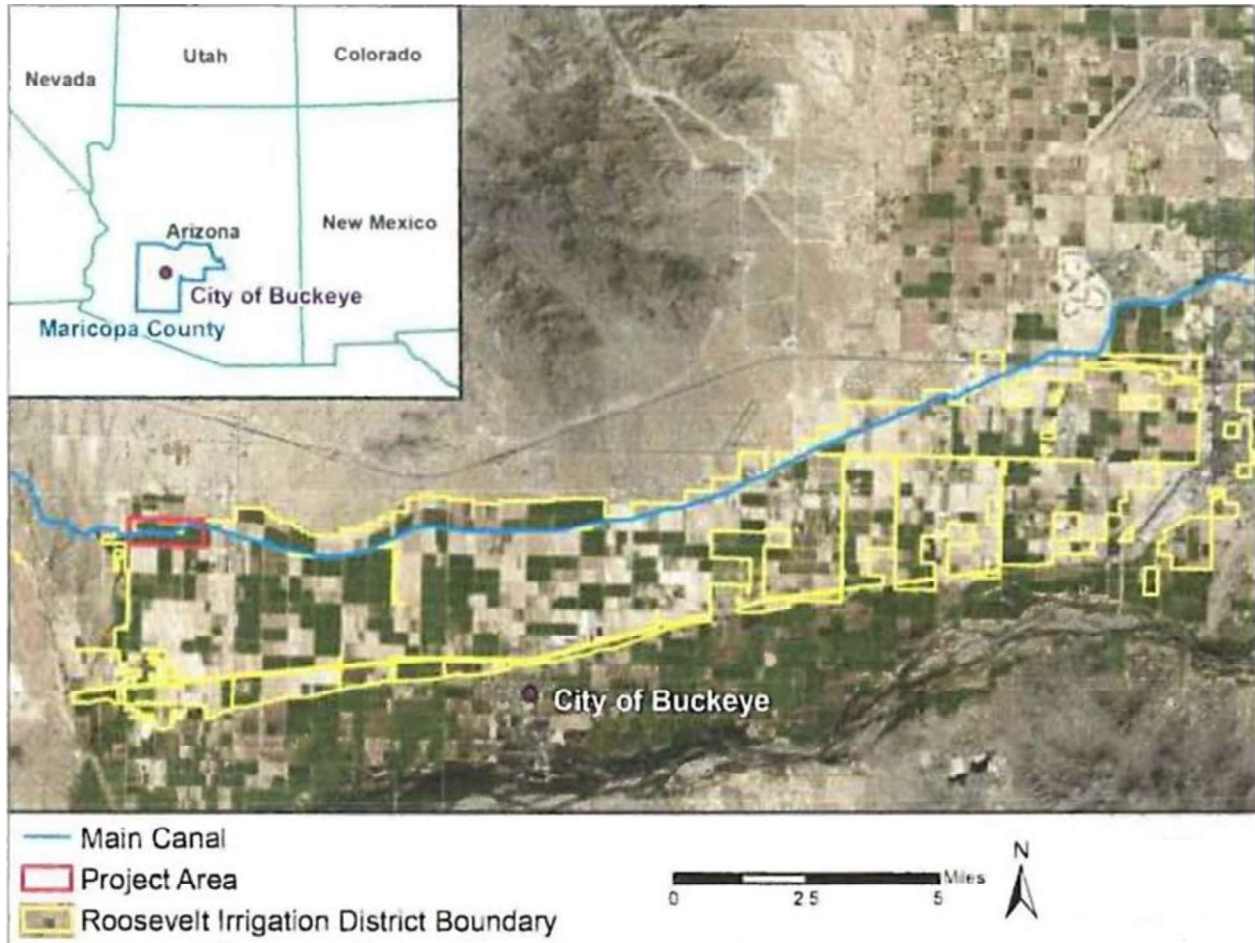


Figure 1. RID Boundaries.

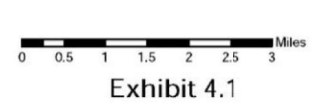
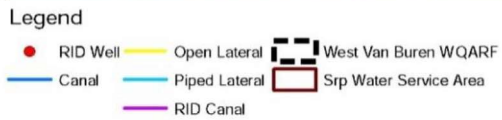
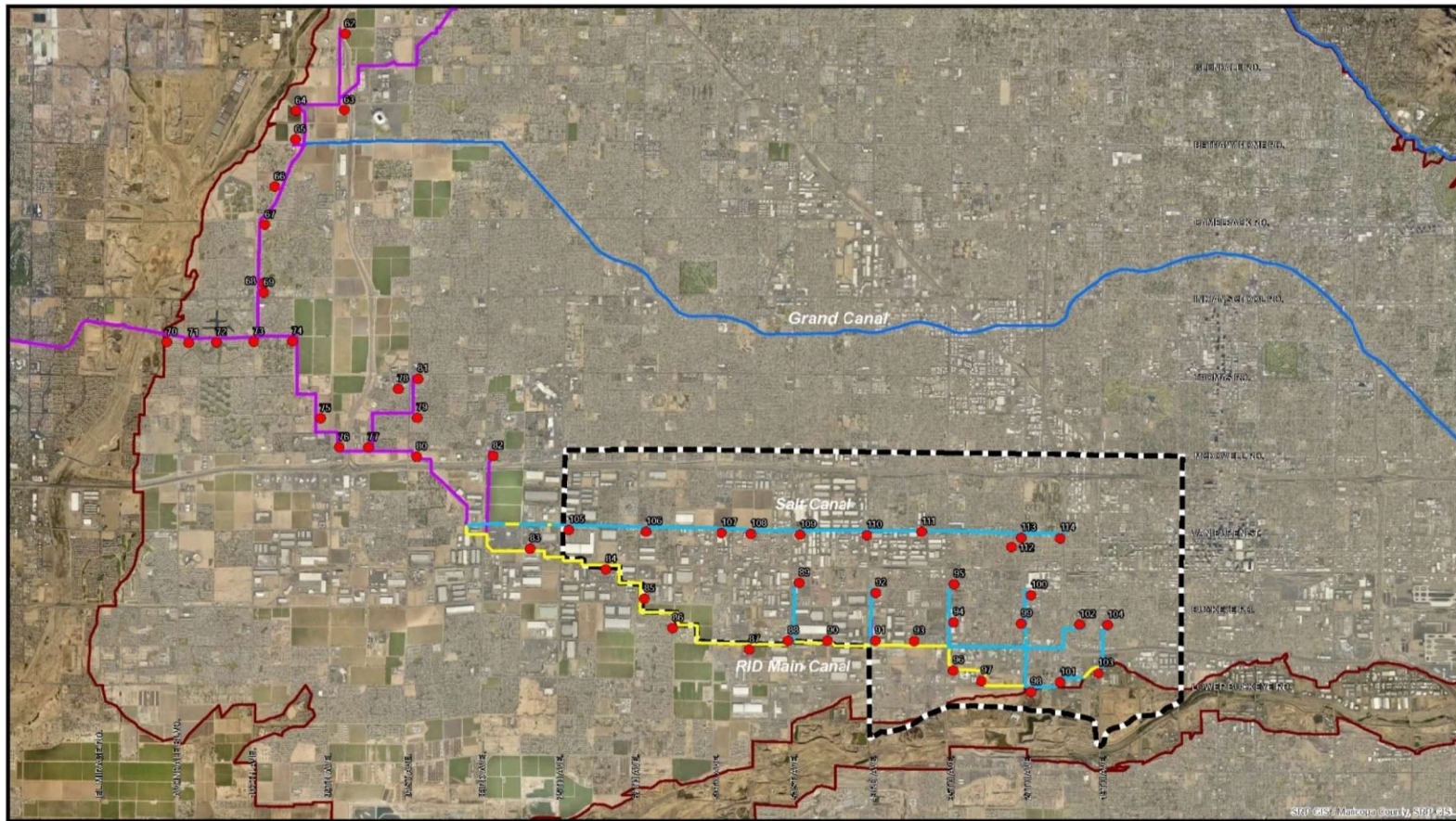


Figure 2. Eastside Well Locations.

APPENDIX B. 1921 AGREEMENT

ORIGINAL

THIS AGREEMENT made in triplicate this 25th day of August, 1921, by and between CARRICK & MANGHAM AGUA FRIA LANDS AND IRRIGATION COMPANY, a corporation organized and existing under the laws of the State of Arizona, having its office and principal place of business in the City of Phoenix, Arizona, its successors and assigns, party of the first part, hereinafter called COMPANY and SALT RIVER VALLEY WATER USERS' ASSOCIATION, a corporation organized and existing under the laws of the State of Arizona, its successors and assigns, party of the second part, hereinafter called ASSOCIATION.

W I T N E S S E T H:

WHEREAS there lies within the boundaries of the so-called Salt River Project, in Maricopa County, State of Arizona, a large area of land (hereinafter in paragraph 20 more particularly described) which has become, to a large and injurious extent, saturated with water and which it is desirable for the best interests of the Association and the settlers and land owners within said project to have drained and un-watered; and

WHEREAS there lies in close proximity to the lands included within said project an area of land of approximately 35,000 acres which is without irrigation and which it is proposed by the Company to irrigate with water pumped from the lands within said project and from waste waters purchased from the Association; and

WHEREAS it is proposed to form said 35,000 acre tract into an irrigation district under the laws of the State of Arizona to which district this contract may be assigned and to irrigate said tract through the medium of said irrigation district and to meet the cost of putting said waters on the lands of said irrigation district and of such irrigation by the sale of irrigation district bonds; and

WHEREAS, in order to insure the payment of said bonds and the irrigation of said lands within said irrigation or conservancy district, it is necessary that said company and said irrigation district be assured of an adequate supply of water.

NOW, THEREFORE, the said parties hereto, in consideration of the stipulation, covenants and agreements herein provided to be kept and performed, do hereby stipulate, covenant and agree with each other as follows:

1. The Association does hereby, insofar as it can, grant and release to the Company the right to sink wells, unlimited in number and in depth, upon said lands

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described in paragraph 20 hereof and to equip said wells with pumps, casing, pipe and all other apparatus and equipment necessary for the efficient pumping of said wells, and to pump water therefrom and to own and convey the same from said wells to and upon the said lands within said proposed irrigation district.

2. The Association further grants and releases to the Company, insofar as it can, all waste and pumped waters that may flow to the end of canals, laterals or ditches of the Association or to the boundaries of the said Salt River project within the area described in paragraph 20 hereof, which the Association cannot put to beneficial use within the present boundaries of the Reservoir District as defined by the Articles of Incorporation of the Association as amended in 1912 or under ditches of the Association through which water is now being delivered East of New River and Agua Fria River.

3. The Association further grants and releases to the Company insofar as it can the first call upon and the right to pump and use waters in other saturated areas within said project as described in paragraph 21 hereof to the extent only that the Company needs such waters and it can put same to beneficial use and grants and releases to the Company insofar as it can the right to drill wells and equip them with pumps and to pump said waters for use of the Company under same terms and conditions as herein provided for, the pumps and pumping plants to be installed by the Company upon said area described in said paragraph 20 hereof.

PROVIDED, that if the Company at any time desires to pump from the saturated area described in paragraph 21 it shall make written request showing location of wells, ditches, etc. Upon receipt of such request same shall be granted provided good faith has been shown by the Company in unwatering of lands described in paragraph 20. The right granted in this paragraph may be availed of by the Company at any time within 30 years from date hereof, provided, if at any time during the 30 year period aforesaid the Association finds it necessary to pump water for drainage purposes within the said area described in paragraph 21, the Company covenants and agrees to purchase such water as is pumped by the Association for such purposes not to exceed an amount of 15,000 acre feet per annum in excess of the hereinafter stipulated 70,000 acre foot minimum to be pumped upon same terms and conditions as provided for payment and delivery of waste water in paragraph 11 herein. Failure upon the part of the Company to purchase or pay for said water shall operate to relieve the Association of any obligation to grant pumping privileges within the area described in paragraph

21 hereof.

4. The Association covenants and agrees that the rights herein granted to the Company shall be exclusive and that it will not, at any time, grant or release to any other party, any rights which it may be able to grant, to pump water from the said area described in said paragraph 20 or any rights whatsoever which will interfere with, or impair the rights granted and given to the Company.

5. The Association further covenants and agrees that it will furnish and sell to the Company and the Company agrees to purchase during a period of 99 years, all electric power which may be necessary for pumping water from any of the wells mentioned in this contract for the irrigation of 35,000 acres of land contemplated in this contract at the following rates, to-wit:

(a) For a period of 10 years from date hereof all hydroelectric energy shall be sold by the Association to the Company at $\frac{3}{4}$ ¢ per KWH at points of use as defined herein. It is understood and agreed that the hydroelectric power to be furnished under this contract shall be from the Association's present available supply and that when the same is not available the Association may supply power from other sources and that the Company will pay for same at cost in the same manner as provided in clause (b) hereafter.

(b) For the period beginning at the end of 10 years from date hereof and ending at the end of 30 years from date hereof, all electric energy shall be sold by the Association to the Company at points of use as defined herein at the actual cost of said power to the Association. The term "actual cost" as used herein shall be construed to mean the cost of producing and delivering such energy under whatever system the Association may be operating at the time and shall include interest on the investment made by the Association or the United States of America, operation and maintenance and proper allowance for depreciation.

(c) At the expiration of 30 years from date hereof the rate to be paid for said energy shall be the fair market value for similar service.

6. The Association covenants and agrees to use its best endeavors to assist the Company in obtaining rights-of-way for canals, ditches and pumping plants and other works to be constructed, maintained and operated by the Company hereunder, and also in obtaining and securing the conveyance of the areas of land necessary for the location and maintenance of said pumping plants and other works, and to obtain

for the Company, the right to pump waters from said area described in paragraph 20 hereof, provided, however, that no financial assistance shall be required from or is to be furnished by the Association for such purposes, and provided further that the Association shall be reimbursed by the Company for all reasonable expense incurred by the Association in approving plans, specifications and locations of wells and in rendering aid in securing rights-of-way and other conveyances.

7. The Association covenants and agrees to sell and the Company agrees to purchase all pumps, wells and equipment appurtenant thereto which now are owned by the Association situated on any of the lands within the limits described in paragraph 20 hereof. The price to be paid for such wells and pumping plants shall be the cost of a like installation at the time of purchase.

8. The Company covenants and agrees to purchase from the Association, or drill and properly equip with pumps and other apparatus, fifty (50) wells, and to build and construct such canals, ditches and other works as may be necessary for carrying out the provisions of this contract, including the necessary engineering work. Said engineering work so to be done by the Company shall be commenced immediately upon the execution of this contract and the installation or purchase of wells and pumps and the building of said canals, ditches and other works necessary for the operation thereof shall be completed within the period of eighteen (18) months thereafter. Said fifty (50) pumps shall be operated at all times after the expiration of said eighteen months period continuously as far as practicable or sufficiently so to remove the minimum amount of water hereinafter provided. The period of six (6) months shall be allowed after the expiration of said eighteen (18) months period for determining whether or not any further installation of wells and pumps shall be necessary in order to remove from said lands the minimum amount of water herein prescribed, to-wit: 70,000 acre feet per annum, and if such additional installation is found necessary, a further period of six (6) months (during which all pumps theretofore installed shall be operated as provided hereinbefore for the fifty (50) pumps) shall then be allowed the Company in which to make such necessary additional installation. The rate of progress shall, at all times, be such as to insure the completion of the work within the time herein limited and the whole of said installation in order to pump said minimum amount of water, to-wit: said 70,000 acre feet per annum shall be completed within thirty (30) months from the date hereof,

provided that if any delays shall be caused by war, strikes, financial panics or any cause not due to any act or neglect of the Company (failure to organize an irrigation district or inability to sell its bonds for any cause whatever, shall not be considered a reason for delay, unless in the judgment of the Board of Governors of the Association such delay shall have been justifiable). The time lost by such delays herein provided for shall, upon written notice within thirty (30) days after the commencement thereof, be added to the time herein allowed. All plans and specifications for the work herein provided for and location of wells shall first be submitted to and approved by the Association, provided that no well shall be required to be placed where the right to install the same and the right-of-way for a ditch to carry the water produced thereby can not be reasonably obtained.

9. The Company further covenants and agrees to operate said pumps, wells, equipment for power, canals, ditches and other works constructed and installed by it, for the term of ninety-nine (99) years, - the object of such operation being to pump and remove water from the area of land described in said paragraph 20 and to use said water to irrigate the said lands within the boundaries of the said irrigation district. Said Company does hereby undertake covenant and agree, in any event, to pump from said area described in said paragraph 20 hereof, water equivalent to seventy thousand (70,000) acre feet as a minimum during each calendar year following the completion of said work, provided, however, that the average depth of the underground water level over the entire area included within the limits described in paragraph 20 hereof shall not be lowered, without the consent of the Association, to a greater depth than 50 feet below the surface of such lands.

Provided further that the Company agrees it will operate all pumps purchased or installed by it an approximately equal number of hours during any one calendar year, whenever the Association shall so demand.

The provision for the drilling and equipment or purchase of said fifty (50) wells by the Company shall not be construed to limit or restrict the number of wells to be drilled and operated by the Company, but said requirement, it is understood and agreed, is merely a minimum requirement and said Company may drill, equip and operate as many wells within said area as it may desire.

10. The Company shall furnish the Association either as purchase price for wells, pumps and other equipment or as advances to be repaid in power furnished

by the Association as hereinafter provided, a sum of money equal to the installed cost of a 5000 Horse Power capacity steam electric power plant, the money to be furnished in installments as hereinafter provided. This sum shall in no event exceed the sum of \$600,000.00 unless purchases from the Association exceed the sum of \$300,000.00 in which case the amount to be advanced shall be the cost of such equipment purchased plus \$300,000.00, nor shall the said sum to be advanced to the Association for said 5000 Horse Power steam plant be less than \$300,000.00 exclusive of any sums paid to the Association for pumps, wells or other equipment. Said money shall be paid by the Company to the Association either as purchase price for wells, pumps and equipment appurtenant thereto or as advances under the terms hereof at the following times, time being of the essence to-wit:

\$50,000.00 - on or before six months after the effective date hereof,
100,000.00 - on or before four months thereafter,
150,000.00 - on or before two months thereafter,
Balance necessary to complete said plant on or before three months thereafter.

The Association covenants and agrees to repay so much of said cost of above mentioned steam electric power plant to the Company, which was advanced by the Company exclusive of any monies paid the Association for aforesaid wells, pumps or equipment appurtenant thereto, as follows: All sums becoming due and payable to the Association for power or water shall be applied to the repayment of monies advanced for (the) electric power plant and any other advances and expenditures as herein provided together with interest thereon at the rate of 7% per annum.

11. The Company covenants and agrees to pay the Association for all such waste and pumped water received by it hereunder as the Association may furnish and the Company can put to beneficial use from wells now installed or that may be installed by the Association within the area specified, the sum of seventy-five (75) cents per acre foot. The use of water for irrigation purposes shall be construed as beneficial use. All payments for power and water herein provided to be made shall become due and payable on September 1st and March 1st each year for all power and water furnished hereunder during the six months preceding.

12. It is covenanted and agreed that if the Company shall fail to advance the funds agreed to be advanced for the steam plant at the times provided in paragraph 10 of this agreement said Company shall at the option of the Association forfeit all property purchased from the Association, all work done installing pumps and equipments

and rights-of-way therefore and all right under this contract and it is further covenanted and agreed that if said Company shall advance said funds for said steam plant as provided in paragraph 10 of this agreement, but shall fail to begin, proceed with or complete the construction of the pumps, wells and other works herein provided for at the rate or within the time, or times, herein provided, said Association may take over and complete the said work or portion of said work and shall charge the cost thereof to the Company, which cost the Company agrees to repay to the Association with interest at the rate of 7% per annum and if after said wells, pumps and other works shall have been installed, said Company shall fail to pump from said lands the said minimum amount of seventy thousand (70,000) acre feet per year, (unless such failure is due to the failure of the Association to furnish power) or if the Company shall fail to pay any bill for power or water within sixty (60) days after the same shall be due or payable the Association may proceed to collect the amount so due or at its option shut off all supply of power and water until such bill is paid, and the Association may, at its option, upon the expiration of ninety (90) days from due date of bill take over and assume the operation and management of said wells, pumps, canals, ditches and other instrumentalities, and may continue to operate and manage the same for its own purposes and without delivering the water produced thereby to the Company or the lands in said irrigation district until said bill is paid. And whenever said Company at any time within thirty five (35) years from the date hereof shall remedy and correct said defects or omissions and shall pay the Association for the actual cost of pumping water not exceeding 70,000 acre feet per annum during such period of delinquency and said Association shall then turn back to said Company all said works and the control, operation and management thereof, upon the payment by the Company of all arrearages, due the Association for water and power, together with interest at the rate of seven per cent per annum.

13. The Company further covenants and agrees that all water received by it under this agreement shall be distributed and apportioned only in compliance with those provisions of the Act of Congress approved February 21, 1911, known as the "Warren Act" which limit the use of waters pumped from United States Reclamation Service Projects to 160 acres for any one land owner.

14. The electric power to be delivered will be three phase, 25 cycle, at approximately 11,000 volts.

15. The Company agrees to, at no expense to the Association, make necessary changes to the transmission lines lying within the area described in paragraph 20 hereof over which electric power for the Company will be transmitted, to increase the carrying capacity of said lines to the extent of one-third more than the power required by the Company. The Company further agrees to construct at no expense to the Association any and all transmission lines necessary to transmit said electric power from the project lines to the point or points of use. Point or points of use shall be considered to be at the low side of the electric meter, which meter shall be placed on the high side of transformer at each installation for pumping. The reconstruction of the project lines and the construction of any and all transmission lines shall be in accordance with plans and specifications approved by and installed under the supervision of the Association. Upon completion of the said reconstruction and construction of transmission lines acceptable to the Association, they shall become the property of, and forever remain a part of the works of the Salt River Valley Water Users' Association, said transmission lines so to become the property of the Salt River Valley Water Users' Association shall be considered to end at point or points of use, as defined above.

One-third (1/3) of the monies expended by the Company in the reconstruction and construction of said transmission lines, as approved by the Association shall be refunded to the Company by allowing a credit on all money due the Association from the Company for the sale of electric power and delivery of water.

At all times during the progress of said construction of transmission lines and appurtenances, the Association shall have the right of access to the records and books of the Company for the purpose of determining the true cost and quality of said construction, and the Company shall lend every assistance to the representatives of the Association for that purpose.

16. Neither party hereto shall be held responsible or liable for any failure, default or delay caused by war, strikes, acts of God, unavoidable accidents or contingencies beyond its control and not due to its fault, negligence or omission, but the cause thereof shall be removed with the utmost diligence.

17. The Association may, when necessary and without recompense to the Company suspend service for the purpose of making alterations or repairs upon giving to the Company twenty-four (24) hours notice and when such suspension is necessary

the Association will use every reasonable effort to renew its service with the least possible delay.

18. All transmission lines, transformer installations, switching apparatus, lightning arresters and wiring, which shall be the property of the Company shall be constructed and installed according to plans acceptable to the Association and the Secretary of the Interior, and the operation and maintenance, during the term of this contract, of the above mentioned apparatus shall be conducted in a manner satisfactory to the representatives of the Association and the Secretary of the Interior. If any defects develop during the term of this agreement after the said equipment is installed of such a character as to interfere with the electric equipment of the Association on the Salt River Project, the representatives of the Association or the Secretary of the Interior may demand at any time that changes be made to eliminate such defects. The Association shall have the right to cease furnishing energy until such changes are made. The Association may, if it so desires, enter upon the property of the Company and make the necessary changes above referred to and to charge any expense so incurred to the Company, and collect the same in the manner provided for the collection of power and water charges.

The remedies herein provided for the Association, in case of failure of the Company to comply with this agreement shall be cumulative, and not exclusive, and shall not prevent the enforcement of this agreement by appropriate action of the Courts.

19. This agreement shall not be assigned by the Company without the written consent of the Association first had and obtained, but the Association hereby agrees to consent to any assignment the Company may desire to make to any irrigation district formed and organized under the laws of the State of Arizona the territory within which can, in a feasible and practicable manner, such fact to be certified by a responsible and competent engineer approved by the General Superintendent and Chief Engineer of the Association, be irrigated by use of the water removed from said lands described in paragraph 20 hereof as herein provided.

20. The lands and district to be drained and unwatered by party of the first part by means of pumps, wells and ditches, as herein stated, are in Maricopa County, and located as follows:

Bounded on the north by the south line of Sections Twenty-one (21) and Twenty-two (22), Township Three (3) North, Range One (1) East, and by Grand Avenue Highway; on the East by Grand Avenue Highway and a line running North and South through the middle of Townships One (1) and Two (2) North of Range Two (2) East from Grand Avenue Highway to the Northeast corner of Section Sixteen (16) in Township One (1) North of Range Two (2) East, and by the West line of said Section Sixteen (16); on the South by the Buckeye Road (So called) along the North line of said Section Sixteen (16) and by the "Lower Buckeye Road" (So called) from the Southwest corner of said Section Sixteen (16) to the Southwest corner of Section Eighteen (18) in Township One (1) North of Range One (1) East, and by the North line of the Northeast quarter of Section Twelve (12) in Township One (1) North of Range One (1) West; and on the West by the East line of Sections Twelve (12) and Thirteen (13) and a line running North and South through the middle of Section One (1) in Township One (1) North of Range One (1) West; and by the Agua Fria and New Rivers. All of the above townships and ranges stated are North, East and West of the Gila and Salt River Base and Meridian.

21. In addition to the lands described in paragraph 20 hereof subject to the provisions in paragraph 3 hereof, the Company shall have the first call at all times on the right to pump from any other lands within the following boundaries, to-wit: Central Avenue on the East, Grand Avenue on the North, Agua Fria River on the West and Salt River on the South.

22. The Company agrees to keep its wells, pumps, equipment appurtenant thereto and canals ditches and rights-of-way, situated within the Salt River Project in a reasonably good state of repair, and if it fails to do so the Association shall have the right to do whatever may be necessary to make such repairs and charge the cost thereof to the Company and collect the same from the Company.

23. Nothing contained in this agreement shall be construed so as to give the Company or the proposed irrigation district herein provided for or the lands receiving the waters referred to in this agreement any right whatever in or to any of the water stored in the Roosevelt Reservoir or any of the natural flow or flood waters of the Salt or Verde Rivers or any of the water pumped or developed on the Salt River Project by the Association, it being understood that the rights of the Company or said irrigation district and the lands included within the same shall be limited to the pumping rights and right to receive waste water herein expressly provided for.

24. Nothing herein contained shall be construed to limit the rights of the Association or any of its members or land owners to pump water for domestic purposes or

for irrigation purposes upon lands within the boundaries of the reservoir district as defined by the Articles of Incorporation of the Association as amended in 1912 or now located under ditches of the Association through which water is now being delivered East of New River and the Agua Fria River.

This agreement is executed by the President and Secretary of the party of the second part by virtue of the authority conferred upon them by the Board of Governors at a meeting duly called and held on the 25th day of August, 1921, and by the President and Secretary of the party of the first part thereunto duly authorized by the resolutions of its Board of Directors duly adopted at a meeting of said Board lawfully held on the 25th day of August, 1921. It shall not become effective until it shall have been submitted to and approved by the Secretary of the Interior of the United States of America and when so approved it shall become effective as of the date of such approval.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective corporate names by their duly authorized officers the day and year first above written.

CARRICK AND MANGHAM AGUA FRIA LANDS AND IRRIGATION COMPANY

By Frank Mangham
President

By A. W. Corbett
Secretary

SALT RIVER VALLEY WATER USERS' ASSOCIATION

By A. W. Corbett
President

By A. C. Kershaw
Secretary

Approved:

[Signature]
Genl. Supt. and Chief Engr.

Approved as to form:

J. L. Gust
Legal Advisor

Approved OCT 26 1921 1921

[Signature]
First Assistant
Secretary of the Interior.

APPENDIX C. 1927 AMENDMENT

NOTE: The original document has been reproduced for accessibility purposes.

APPROVED BY BOARD OF GOVERNORS
ON *November 28, 1926*

CONTRACT EXECUTED BY ALL PARTIES
DATED *2/3/27*

230-1b

SUPPLEMENTAL AGREEMENT
BETWEEN
ROOSEVELT IRRIGATION DISTRICT
AND
SALT RIVER VALLEY WATER USERS ASSOCIATION

SECRETARY'S FILE
Original

THE LOVELAND ENGINEERS, INC.
SAN FRANCISCO LOS ANGELES

As of January 29, 1927.

FEB 14 1927 9139

SUPPLEMENTAL AGREEMENT

ROOSEVELT IRRIGATION DISTRICT

THIS AGREEMENT, made in triplicate and entered into this
3rd day of February, 1927, by and between the
ROOSEVELT IRRIGATION DISTRICT, an irrigation district duly organized
and existing under the laws of the State of Arizona, having its office
and principal place of business in the City of Phoenix, Arizona, party
of the first part, hereinafter called DISTRICT, and the SALT RIVER
VALLEY WATER USERS' ASSOCIATION, a corporation organized and existing
under the laws of the State of Arizona, having its office and principal
place of business in the said City of Phoenix, party of the second
part, hereinafter called ASSOCIATION.

WITNESSETH:

WHEREAS, on August 25, 1921, a certain agreement was entered
into by and between Association and Carrick & Mangham Fria Lands
and Irrigation Company, a corporation, organized and existing under
the laws of the State of Arizona, hereinafter referred to as the 1921
agreement, under the terms of which said company was given the right
under certain conditions to pump and transmit certain waste and drainage
waters from within the boundaries of the Salt River Project to the lands
which are now a part of the area included in District, and which waters
were to be used for the irrigation of said lands; and

WHEREAS, it is provided therein that said agreement might be
assigned to an Irrigation District to be later organized; and

WHEREAS, said District, known as the Roosevelt Irrigation
District, has been organized, and said agreement has been assigned to

said District and is now in full force and effect; and

WHEREAS, the plans of District for the construction of an irrigation system have been approved by the State Certification Board of Arizona, its collection canals have been definitely located, the equipment to be acquired by District from Association has been inventoried and appraised, and conditions obtaining at the time of the execution of said 1921 contract have changed, and

WHEREAS, Association has developed and acquired its hydro-electric and other sources of supply of electrical energy to such an extent that it would be uneconomic and undesirable for it to borrow money at seven per cent (7%) interest to construct a steam plant, as provided in said 1921 contract, and

WHEREAS, it would be mutually beneficial to the parties hereto, in that material economies and benefits in operation would accrue to Association, on the one hand and District, on the other hand, would be in position to more economically and efficiently finance, construct and operate its proposed system, if the said 1921 agreement be amended and altered to conform to changed conditions which apply as of this time,

NOW, THEREFORE, the said parties hereto, in consideration of the covenants and agreements herein contained upon the part of the respective parties to be kept and performed, do hereby covenant and agree to and with each other as follows:

A--Inasmuch as Association will benefit by having an additional area drained, and District will be enabled to obtain the additional water supply which it needs for its development, and it is mutually advantageous to include within the so-called pumping area referred to in Paragraph 1 of said 1921 agreement, the area described in Paragraph 21 as well as that described in Paragraph 20, without the restrictions set out in Paragraph 3, it is understood and agreed that wherever the phrase "lands described in paragraph 20" appears in said 1921 agreement, that said phrase shall be understood to mean all those lands described in paragraphs 20 and 21 of said 1921 agreement, and that paragraph 3 of said 1921 agreement shall be abrogated and set aside as of no further use, force or effect.

B--Inasmuch as it desirable and mutually beneficial to the parties hereto that a fixed rate for hydro-electric energy be established for a period equal to the life of District's bonds, i.e., thirty (30) years, it is understood and agreed that paragraph 5 of said 1921 agreement shall be altered to read as follows:

(5-a) Association further covenants and agrees that it will furnish and sell to District, and District agrees to purchase from Association, during a period of ninety-nine (99) years from the effective date hereof, all hydro-electric power as hereinafter provided, which may be necessary for pumping water from any and all wells to be acquired and hereafter constructed pursuant to the terms of this agreement at the following rates, to-wit:

For a period of thirty (30) years from the effective date hereof all hydro-electric energy shall be sold by Association to District and District shall pay for same at the rate of three quarters of one cent (\$0.0075) per Kilowatt Hour (KWH) at the points of use and under the conditions defined herein.

From and after the expiration of the period last aforesaid, the rate to be paid for said electric energy by District shall be the fair market value for similar service.

(5-b) It is understood and agreed that the hydro-electric power to be furnished shall be from Association's available supply and that when hydro-electric energy is not available the Association shall supply power from other sources as at that time are available to the Association, and District shall pay for same at actual cost. The term "actual cost" as used herein for power purchased or supplied from any source other than the hydro-electric power plants of the Association shall be construed to mean cost of producing and/or purchasing and delivering such electrical energy under whatever system Association may be operating at the time, and shall include interest on the investment made by Association or by the United States of America, operation and maintenance and proper allowance for depreciation on any capital investment made for such power supplied other than hydro-electric power.

It is understood and agreed that the term "available supply" as herein used shall mean the hydro-electric power available from the Association's power system after fulfilling all superior requirements of the Association for project use in accordance with the immediately succeeding paragraph, and all obligations of the Association arising out of contracts for the furnishing of electrical energy entered into by the Association prior to the effective date of the 1921 agreement or out of renewals of such contracts, and after fulfilling now existing contractual obligations of the Association for supplying electrical energy from power plants constructed subsequent to the effective date of the 1921 agreement or from power plants now under construction. All contracts imposing contractual obligations upon the Association for supplying hydro-electric power from the Association's power system or any part thereof prior and superior to the obligation of the Association to deliver power to the District under this contract are listed in Exhibit "A" hereto attached.

Inasmuch as the main purpose of the Association in entering into this contract is to provide for the economical drainage of project lands, all use of power under this contract shall be deemed a project use and shall be on an equality with the use of power by the Association for draining other project lands and such use of power for draining project lands shall be superior to all other project uses except the use of electricity for necessary lighting of project works and except the use of electricity to pump water for the irrigation of project lands when deemed necessary by the Board of Governors. The use of electricity for the said two last mentioned purposes shall be deemed

superior to use for drainage purposes.

C--Inasmuch as the pumps, wells and equipment appurtenant thereto, which are to be purchased from Association by District, have now been definitely described and appraised, it is understood and agreed that paragraph 7 of said 1921 agreement shall be altered and amended to read as follows:

- (7) Upon receipt of the price of same as in this paragraph specified, the Association covenants and agrees to sell and convey to District, by good and sufficient instruments of transfer and conveyance, free and clear of all liens and encumbrances and District agrees to purchase and pay for all right, title, claim and interest which the Association has in and to certain twenty-six (26) pumping plants consisting of wells with pumps, motors, houses, and appurtenant appliances and equipment, and certain ditches with appurtenant structures and connections for carrying water produced by said pumping plants, as more particularly set forth and described in "EXHIBIT B" attached hereto and made a part hereof, excepting from the property so conveyed, however, all headgates, ditches, connections and appliances appurtenant to any or all of said pumping plants or ditches which were constructed or which are or may be used for the delivery of water from any or all of said pumping plants or ditches to individual tracts of project land or to project ditches: the title to said headgates, ditches, connections and appliances to remain in the Association and said headgates, ditches, connections and appliances to be left by the District in place and in condition for use in the event of it becoming necessary or desirable at any time to utilize them. The price to be paid for said wells, pumping plants, electrical and other equipment, appliances, ditches and other property described in said "EXHIBIT B" shall be the sum of Two Hundred and Twenty-two Thousand (\$222,000.00) Dollars.

The said total sum of Two Hundred and Twenty-two Thousand and No/100 - - - - Dollars (\$222,000.00) shall be and become due and payable not more than sixty (60) days after the receipt by the District of the proceeds of the sale of the first issue of bonds by District, provided, however, that the operation of said facilities, to the extent desired by Association, and their repair and maintenance, to the end that their present physical condition shall not be impaired (ordinary wear and tear only being excepted), shall be continued by Association, at its expense, until such time as District shall have completed its proposed conduit for the conveyance of said water across Agua Fria River, whereupon District shall notify Association in writing and fifteen (15) days after the date of said written notice District shall take over and operate said facilities pursuant to the terms of this agreement.

D--Inasmuch as it would be uneconomical and wasteful of District's money to immediately construct and install all of the wells and pump plants needed to irrigate its entire area when fully developed, and as such immediate construction would not benefit Association, it is understood and agreed that paragraphs 8 and 9 of said 1921 agreement are altered and amended to read as follows:

- (8-a) District covenants and agrees to build and construct at its expense such canals, ditches and other works as may be necessary or advisable to collect the waters pumped from the area described in said paragraphs 20 and 21 of said 1921 agreement, and to convey the said waters to the lands to be irrigated by District and to complete said canals and other works within three (3) years from the effective date hereof. The necessary engineering work in connection with the construction of the canals, ditches and other works hereinbefore mentioned shall be commenced immediately upon the approval of this contract by the Secretary of the Interior, or prior to such approval if District desires.

- (8-b) District agrees that it will, within one (1) year from the effective date of this agreement, submit to Association for its approval, maps, plans and specifications setting forth the general location of wells, pumping plants, collection and transmission ditches and the principal ditches or canals proposed for the irrigation of lands within the boundaries of the District, together with the general methods to be employed in the construction of such structures and works. The written approval of the Association shall be secured before commencement of construction.
- (8-c) It is further agreed that District may make any reasonable changes in location, plans, specifications or methods of construction after their approval by Association, provided the same are necessitated by difficulties in securing rights-of-way or easements for the location of wells, pumping plants, collection or transmission mains or other facilities or by changes in general methods of operation or construction of facilities for the production, collection, transmission or distribution of water, or by reason of other circumstances or conditions which may develop hereafter. Such reasonable changes shall be subject to the written approval of the Association.
- (8-d) In order to fix a basis for the determination of the drainage requirements for the area described in paragraphs 20 and 21 of the 1921 agreement which are to be taken care of by the District as a part of its obligation hereunder, it is hereby stipulated and agreed by the parties hereto that such drainage requirements shall consist of the pumping and removal from said area of not less than 85,000 acre feet of water per annum.

The District shall be allowed ten years from the effective date hereof within which to complete all its development work and bring all the lands of the District into cultivation, such ultimate area being assumed and fixed for the purposes of this agreement, at 35,000 acres.

From and after the expiration of said ten-year period, the District agrees to pump and remove from said area a minimum quantity of not less than

85,000 acre feet of water per annum over and above all other water it may have received from the Association, whether or not all of said 85,000 acre feet may be needed by it for irrigation of District lands; the said minimum annual pumping requirement at no time to be reduced without the consent of the Association except in the event of failure to pump such minimum due to fault of the Association. In the event of failure in any year to pump the said minimum requirement due to fault of the Association, the minimum pumping requirement for that year shall be reduced by the amount of the deficiency due to the fault of the Association. If at any time, in the judgment of the Association, the drainage requirements of the project will for the time being be adequately met by the pumping in any twelve months period of a lesser quantity than the minimum requirement above fixed, the said minimum requirement for said twelve months period may be established at a lesser amount upon written consent of the Association. Wherever in this agreement the expression "Minimum annual pumping requirement" is used, it shall be held to mean the minimum quantity of water which the District is required hereunder to pump and remove from the said area in a twelve months period, with modifications, if any shall have been made, as provided herein.

From and after the date fixed in the foregoing Section (8-a) for the completion of District works so as to serve water to District lands, namely, three years from the effective date hereof, the District agrees that it will, during the seven years following, pump and remove from the said area in any year of said seven year period, the number of acre feet of water which shall bear to the number of acres of District lands which shall have been brought into cultivation up to the end of that year the same proportion which 85,000 bears to 35,000. The quantity so determined shall constitute the minimum pumping requirement for that particular year and shall be subject to modification with the consent of the Association or due to fault of the Association, in the manner provided in the immediately preceding paragraph hereof.

Whenever, in the judgment of the Association, the proper drainage of any portion of the said area requires that more water be pumped therefrom than from other portions of said area, the District agrees to operate such of its pumps as may be designated by the Association within said portion of said area, such pumps to be operated as nearly as may be practicable in accordance with the request of the Association. The District agrees to supply its needs as far as possible from such pumps as may be designated by the Association under such circumstances before drawing upon other sources of water;

PROVIDED, that the District shall not be obligated under this section, to pump a greater volume of water from all of its pumps combined than 150 second feet, or to pump a greater quantity of water in any one year than the minimum pumping requirement as fixed in Section (8-d) hereof.

Unless otherwise directed by the Association as in this section specified, the District shall operate all pumps owned or operated by it approximately an equal number of hours per annum.

The District agrees to keep such reasonable operating records as the Association may require to provide the necessary information to insure the fulfillment of this contract and the plants and records of the District shall be open for inspection by the Association at all reasonable times.

Association shall have the right to operate at Association's expense, any of the aforesaid pumps for drainage purposes at any time District may not desire to operate the same and to make such use as it may see fit of the water pumped by said pumps while so operated by the Association. Association shall have the right to use excess capacity of the ditches of District not required for District purposes to carry out of the project any water pumped for drainage purposes by the Association.

- (8-e) The use of water within the District for irrigation or for any other purposes beneficial to the lands, landowners, or residents within the District shall be construed as "beneficial use" as said expression is used herein.

E--Inasmuch as Association does not desire to construct a steam driven electrical generating plant, it is understood and agreed that paragraphs 10 and 12 of said 1921 agreement be and the same are hereby abrogated and annulled.

F--Inasmuch as District ditches have been located and therefore the amount of waste and pumped waters granted and released to District by paragraph 2 of the 1921 agreement is more definitely determined, it is hereby understood and agreed that there shall be added to said paragraph 2 of the 1921 agreement the following provisions:

(a) Water referred to in this paragraph shall not be construed to mean any water pumped from underground sources by the District. Association shall co-operate with District in controlling such waste and pumped waters insofar as that may be practicable so as to enable District to collect in its ditches so much of said waters as the District may be able to put to beneficial use and in notifying District from time to time of the amount of such water that will probably be available to District to the end that as much of said waste and pumped water may be put to beneficial use by District as is reasonably practical.

(b) Association may if it so desires, divert at District Pumping plants where facilities exist for effecting such diversion, or divert and take out District's ditches, water pumped by District from District wells and instead of the waters so diverted, simultaneously deliver to District, an equal quantity of water pumped by Association, without cost or expense to District, at point or points in District ditches where said ditches are of sufficient capacity to convey said water and where the losses of water in District's ditches by seepage or otherwise in transmitting said pumped water to the area to be irrigated within District will not exceed the losses which would have occurred if said exchange of pumped waters had not been made.

(c) Association shall give written notice to District of the time and place of delivery or deliveries of said pumped water which Association desires to take. Said notice to be reasonably sufficient to enable District to regulate the production and transmission of water from other sources to the end that such quantity of water as is required by

the District shall be transmitted to the lands irrigated.

G--Paragraph 11 of the 1921 agreement is hereby amended to read as follows:

Inasmuch as the Association wastes water from its power plants during certain flood periods, such waste water being at times in excess of the amount which can be put to beneficial use on lands of the Association and such excess water being therefore available to the District at certain of its proposed ditches, the Association agrees to deliver to the District such portion of said excess as can not be put to beneficial use on Association lands and can be put to beneficial use on lands of the District. The District agrees to accept such water and water released to the District pursuant to the terms of Paragraph 2 of said 1921 agreement and to pay therefor at the rate of Seventy-five Cents (\$0.75) per acre foot. Payment for water furnished as above provided shall be due and payable and subject to the payment of interest as provided in Section (15-g) of this agreement. The wasting of water delivered by the Association on order to the District at the Agua Fria crossing or elsewhere, due to necessity arising in ordinary operation or emergency, shall not relieve the District from its obligation to pay for all water so wasted as though the same had been put to beneficial use.

If at any time the District is in arrears in meeting the minimum annual pumping requirement fixed by Section (8-d) hereof, so that, in the judgment of the Association, project lands are being damaged or threatened with damage due to inadequate drainage, the Association may, at such times as the District is pumping less than 150 second feet from its own pumping plants, decline to deliver waste, flood, pumped or other water as in this section hereof and Paragraph 2 of the 1921 agreement provided.

Nothing herein or in the 1921 agreement shall be so construed as to obligate the Association to deliver to the District any water to which any other person, corporation or District may have a legal right.

H--Inasmuch as it appears desirable that Association, instead of District, construct any necessary alterations in its transmission lines for the purpose of delivering power to District, and at District's expense, and that rules and regulations governing the delivery of power testing of meters, etc., be definitely determined, it is hereby understood and agreed that Paragraphs 15 and 17 of said 1921 agreement be altered and amended to read as follows:

- (15-a) The point or points of delivery of electrical energy shall be the high voltage side of the transformer at each installation of pump plant.
- (15-b) All electrical power delivered by Association to District shall be measured by standard recording watt-hour metering equipment to be installed on the lower voltage side of the transformer, such metering equipment to be installed by Association at expense of District.
- (15-c) In determining the amount of the energy for which payment shall be made, three per cent (3%) shall be added to the quantity registered by each meter to cover transformer and other losses from the point of deliver to the meters.
- (15-d) Meters shall be tested and sealed by a representative of Association, and thereafter the recordation of the amount of electrical energy delivered shall be accepted as correct, except in case any meter or meters shall become inoperative in whole or in part, and/or any instances there may be where meters are found to be recording inaccurately, in which events the record of power consumption during a similar period of similar use and/or the results of tests of the meters affected shall govern.
- (15-e) District shall have right at any time, upon payment of the expense thereof, to have the accuracy of any or all meters tested. In the event any such test shall show that recordation varies more than two per cent (2%) from the correct amount, adjustment shall be made upon the basis of the amount computed in accordance with the results of the test, taken into consideration the amount and period of inaccuracy, but in no event shall an adjustment be made covering a longer period than six (6) months. It is understood that Association

may, at its own expense, test any or all metering equipment as often as it may desire upon twenty-four (24) hours' notice to District.

- (15-f) It is understood and agreed that all times when any of District's pump plants are not operating, the power transformer or transformers at said pump plant or plants shall be disconnected from the service power line. If District at any time fails to so disconnect said transformer or transformers from the service power line at any of its pump plants, it shall pay to Association an additional charge of One Dollar (\$1.00) per day or fraction thereof, for each delivery point for each day such disconnection has not been made.
- (15-g) All payments for power herein provided to be made shall be computed and charged on July 1st and January 1st of each year for all power furnished hereunder during the six (6) months' period preceding each such date and payments shall become due and payable within fifteen (15) days after bill to District has been deposited in the United States Mail. If said payments are not made when due, District shall pay interest thereon at the rate of eight per cent (8%) per annum to Association.
- (15-h) Association may, when necessary and without recompense to District, but with due regard for the interests of District, suspend service for the purpose of making alterations or repairs, upon giving District forty-eight (48) hours' written notice. In cases of emergency, where it is impossible to give the required notice, Association shall exercise diligence in giving all possible notice of impending suspension of service and shall use every reasonable effort to renew service with the least possible delay.
- (15-i) Association agrees that when and as District desires electric service for wells to be constructed by it hereunder, in addition to those purchased from Association, that Association will make any changes which may be necessary in its existing transmission lines, switching, transformer or other equipment, and will install or construct all transmission lines for conveying said electrical energy from the nearest lines of Association to point or points of delivery to District, all transformers, meters and all equipment or construction of every kind whatsoever necessary to make the delivery of said electric energy effective, said equipment to be of a character which shall correspond to standard practice

in use by Association in connection with similar work of the Salt River Project. All said changes and construction work shall be at the expense of District and shall be in accordance with the plans and methods approved by Association.

- (15-j) Whenever District shall desire Association to deliver electric energy to an additional plant or plants, it shall notify Association to that effect in writing, and Association shall make a written estimate of the cost of such construction or change and shall commence and complete the same or such part thereof as may be designated by District, as speedily as practicable after District shall have ordered said construction or change and the estimated cost of such work shall have been deposited by District with Association.
- (15-k) In the event the amount deposited is insufficient to defray the cost of said construction, Association shall not be obligated to continue such construction beyond the part of said work for which the amount so paid shall be adequate until and unless District shall deposit an additional amount equal to the estimated cost of completing said construction.
- (15-l) In the event Association shall complete all or any portion of said construction and it shall then be found that the cost thereof shall have exceeded the total amount theretofore paid by District, a statement of such excess costs shall be rendered to District by Association as soon as practicable, and the amount due Association shall thereupon be paid by District.
- (15-m) In the event the said sums deposited by District with Association for construction as herein provided, with other sums, if any, deposited for that purpose, shall exceed the costs of said construction, Association agrees to refund the difference within sixty (60) days after such total costs shall have been determined.
- (15-n) In the event Association shall deem it necessary or advisable to increase the capacity of any present transmission lines, transformers, sub-stations or appurtenances of the Association within the area described in paragraphs 20 -21 of the 1921 Agreement, including the Phoenix Sub-station, to meet the purposes of District, the increase shall provide for one-third (1/3) greater capacity than that necessary to deliver the power required by District, and District shall pay for such increased capacity in the manner set out above, provided, however, that one-third (1/3) of the moneys expended by

District in the reconstruction and/or construction of said transmission lines shall be refunded to District in the following manner:- District may apply the amount due it as a credit on any or all moneys due Association from it until credited with the full amount.

- (15-0) All electrical equipment and appurtenant facilities constructed for use by Association in delivering power to the point or points of delivery as defined herein, shall be and become the property of Association and all other electrical equipment shall be and remain the property of the District. The methods of operation contemplated herein shall conform to and be no more exacting than standard practice in use by Association in connection with similar work of the Salt River Project.

I--Because of changed conditions since the execution of the 1921 agreement, it is understood and agreed that the following supplemental paragraphs be, and the same are hereby incorporated in the agreement between the parties hereto:

- (a) If District shall fail, neglect or refuse to pay to Association any moneys due it within thirty (30) days after bill has been rendered, Association may, at its option, thereafter upon thirty (30) days' written notice shut off all supply of power and/or water until such bill is paid, and upon the expiration of sixty (60) days from due date of bill, if same remains unpaid, the Association may, at its option, take over the operation and management of such wells, pumps, canals, ditches and other instrumentalities, and may continue to operate and manage the same for its own purposes, and without delivering the water produced thereby to District or to the lands within the District. Association shall, however, return to District all such works and the control, operation and management thereof, upon payment by District of all unpaid bills due Association and all expenses incurred by Association in operating and maintaining said works, so taken over by Association, together with interest thereon at the rate of six per cent (6%) per annum from the due dates as set out herein.

In the event that the District shall, without the consent of the Association, at any time be in arrears in the matter of pumping the minimum annual pumping requirement as provided in Section (8-d) hereof, and if the District shall, upon demand of the Association, fail to operate its pumping plants in such manner as the Association may direct in order to make up such arrears, the Association may, at its option, at the expiration of ten days written notice to the District, take over the operation and management of District works as hereinabove provided and may continue such operation and management until such time as the pumping requirements of said Section 8-d hereof shall have been met for the year during which such deficiency occurred and for the pro rata part of the year

then current, at which time said works shall be turned back to the District. The operation of the District's pumping plants under such conditions shall be as the Association may find to be best adapted to meet drainage requirements of the Association lands; provided that the Association will at all times under such circumstances deliver to the District out of water so pumped, an amount of water sufficient for the District requirements, and will endeavor as nearly as may be practicable, to pump from the District works sufficient water for such requirements. The cost of such operation by the Association shall be paid by the District within thirty days after the rendering of statements by the Association such statements to be rendered at the end of each month.

In the even of failure on the part of the District to pay such bills when due, the Association shall have the right, at its option, at the expiration of thirty (30) days from due date of bill, to operate the District works for its own purposes and without delivering any water produced thereby to the District or District lands until all unpaid bills due the Association, with interest at the rate of six per cent (6%) per annum, and all expenses incurred by the Association in connection with such operation, shall have been paid.

- (b) The remedies herein provided, in case of failure to comply with this agreement, shall be cumulative and not exclusive, and shall not prevent the enforcement of this agreement by appropriate action of the Courts.
- (c) In event District fails to vote or sell bonds for the purpose of providing moneys for the purchase of properties as provided herein, and for the construction of an irrigation system to deliver water for the irrigation of lands within the District within two (2) years from the date hereof and any extensions thereof granted by the Association, then and in that event this contract shall be and become null and void and of no further force and effect.
- (d) This agreement shall not become effective until it shall have been submitted to and approved by the Secretary of the Interior of the United States, such approval to be signified by endorsement hereon, and when so approved it shall become effective as of the date of such approval. Whenever in this agreement reference is made to the date or effective date thereof, it shall be construed to mean the effective date as fixed by the approval of the Secretary of the Interior.

- (e) This agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
- (f) "Written Notice" as used herein is defined to mean either delivery through the United States Mail or otherwise to the office of the party so to be notified.
- (g) It is understood and agreed that that certain agreement dated August 25, 1921, by and between Salt River Valley Water Users' Association and The Carrick and Mangham Agua Fria Lands and Irrigation Company, whose rights thereunder have been assigned and transferred to District, remains in full force and effect, except as altered and amended by this supplemental agreement , and that in event any conflict shall be found to exist or incongruity arise as between these two (2) agreements, it is understood that the terms and conditions of this Supplemental Agreement shall govern and control.

This agreement is executed by the President and Secretary of the party of the second part by virtue of the authority conferred upon it by the Board of Governors at the meeting duly called and held on the Twenty-second day of November, 1926, and by the President and Secretary of the party of the first part hereunto duly authorized by the resolution of its Board of Directors adopted at a meeting of said Board lawfully held on the First day of February, 1927.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective corporate names by their duly authorized officers the day and year first above written.

ROOSEVELT IRRIGATION DISTRICT

BY *Stan Miller*
President

BY *W.A. Lytle*
Secretary

SALT RIVER VALLEY WATER USERS' ASSOCIATION

BY *J.W. Reed*
President

BY *P.B. Schubert*
Secretary

ROOSEVELT IRRIGATION DISTRICT

Exhibit "A"

Power contracts of the Association prior in right for power Service from the power plants of the Association to that of the District.

Inspiration Consolidated Copper Co. - All the power generated at the Horse Mesa Plant according to the Inspiration Contract.

Magma Copper Co. - All the power generated at the Chandler Power Plant

Southwest Cotton Co. Marinette - 800 KW.

Central Arizona Light & Power Co. - 2500 KW. plus the output of the Mormon Flat Power Plant.
(Expires May 3, 1930)

Tempe Milling Co. - 60 KW.

Chandler Improvement Co. - 300 KW.

Sacaton Indian Agency - 746 KW.

Other Power Requirements of the Salt River Project on equality with this contract at present, including operation of pumps to be transferred in this Contract - 6000 KW.

Exhibit “B”

SUPPLEMENTAL AGREEMENT

BETWEEN

ROOSEVELT IRRIGATION DISTRICT
AND
SALT RIVER VALLEY WATER USERS’ ASSOCIATION

Consisting of
EIGHT PAGES

Listing 36 Items as follows:

Page 1. Items 1 to 6 inclusive, Pumping Plants and appurtenances

Page 2 “ 7 to 12 “ “ “ “ “

Page 3 “ 13 to 16 “ “ “ “ “

Page 4. “ 17 to 19 “ “ “ “ “

Page 5. “ 20 to 25 “ “ “ “ “

Item 26 “ “ “ “

Page 7. Items a to j inclusive, Ditches for carrying pumped water.

Page 8. Map showing location of features comprising Items 1 to 26
and a to j inclusive.

Item #1 Pumping Plant 4E--12N

and appurtenances, with well-site described as follows:

All, excepting that part occupied by the County Road, of the South 58 feet of the East 103 feet of the Southeast Quarter of the Southeast Quarter of Section 34, Township 3 North, Range 1 East.

Item #2 Pumping Plant 2¼E--12N

and appurtenances, with well-site described as follows:

All, excepting that part occupied by the County Road, of the North 83 feet of the East 50 feet of the Northwest Quarter of the Northwest Quarter of Section 4, Township 2 North, Range 1 East.

Item #3 Pumping Plant 2E--11½N

and appurtenances, with well-site described as follows:

All, excepting that part occupied by the County Road, of the North 50 feet of the West 83 feet of the Northwest Quarter of the Southwest Quarter of Section 4, Township 2 North, Range 1 East.

Item #4 Pumping Plant 3E--11½N

and appurtenances, with well-site described as follows:

A tract of land situated in Section 4, Township 2 North, Range 1 East, described as follows:

Beginning at the Southeast corner of said tract, thirty-three (33) feet West of the East Quarter corner of said Section 4, thence North thirty-six (36) feet to the Northeast corner of tract, thence West thirty (30) feet to the Northwest corner, thence South thirty-six (36) feet to the Southwest corner, thence East thirty (30) feet to the point of beginning, containing Twenty-five Thousandths (0.025) acre, more or less.

Item #5 Pumping Plant 2E--11N

and appurtenances, with well-site described as follows:

All, excepting that part occupied by the County Road, of the North 83 feet of the West 83 feet of the Northwest Quarter of the Northwest Quarter of Section 9, Township 2 North, Range 1 East.

Item #6 Pumping Plant 2E--10½N

and appurtenances, with well-site described as follows:

All, excepting that part occupied by the County Road, of the North 50 feet of the West 83 feet of the Northwest Quarter of the Southwest Quarter of Section 9, Township 2 North, Range 1 East.

Item #7 Pumping Plant 1½E--10N

and appurtenances, with well-site described as follows:
The South 50 feet of the North 74 feet of the West 50 feet of the East
455 feet of the Northwest Quarter of Section 17, Township 2 North,
Range 1 East.

Item #8 Pumping Plant 18E--9N

and appurtenances, with well-site described as follows:
All, excepting that part occupied by the County Road, of the North 83
feet of the West 83 feet of the Northwest Quarter of the Northwest
Quarter of Section 20, Township 2 North, Range 1 East.

Item #9 Pumping Plant 1E--8N

and appurtenances, with well-site described as follows:
All, excepting that part occupied by the County Road, of the North 83
feet of the West 83 feet of the Northwest Quarter of the Northwest
Quarter of Section 20, Township 2 North, Range 1 East.

Item #10 Pumping Plant 2E--6N

and appurtenances, with well-site described as follows:
Beginning at the Southeast corner said tract, which corner is thirty-
three (33) feet due North of a point thirty-four (34) feet due West
of the Southeast corner of Section 32, Township 2 North, Range 1 East,
Gila and Salt River Base and Meridian; thence due West thirty (30)
feet to the Southwest corner said tract, thence due North twenty-five
(25) feet to the Northwest corner said tract, thence due East thirty
(30) feet to the Northeast corner said tract, thence due South twenty-
five (25) feet to the Southeast corner said tract, to the point of
beginning, containing Seventeen Thousandths (0.017) acre, more or less.

Item #11 Pumping Plant 3E--6N

and appurtenances, with well-site described as follows:
All, excepting that part occupied by the County Road, of the North 98
feet of the East 98 feet of the Northeast Quarter of the Northeast
Quarter of Section 4, Township 1 North, Range 1 East.

Item #12 Pumping Plant 4E--6N

and appurtenances, with well-site described as follows:
All, excepting that part occupied by the County Road, of the North 83
feet of the West 83 feet of the Northwest Quarter of the Northwest
Quarter of Section 2, Township 1 North, Range 1 East.

Item #13 Pumping Plant 5E--5N

and appurtenances, with well-site described as follows:

Using as a base the line between the North Quarter corner and the Northwest corner of Section 12, Township 1 North, Range 1 East, based on a magnetic bearing of South 89° 40' West, beginning at the Northwest corner said tract, which is thirty-three (33) feet North 89° 40' East from a point thirty-eight (38) feet South 0° 20' East from the Northwest corner of Northwest corner of said Section 12, thence North 89° 40' East twenty-five (25) feet to the Northeast corner said tract, thence South 0° 20' East thirty (30) feet to the Southeast corner said tract, thence South 89° 40' West twenty-five (25) feet to the Southwest corner said tract, thence North 0° 20' West thirty (30) feet to the Northwest corner said tract, the point of beginning, containing Seventeen Thousandths (0.017) acre, more or less.

Item #14 Pumping Plant 6E--5N

and appurtenances, with well-site described as follows:

Beginning at the Northwest corner said tract, which corner is fifty-five (55) feet South of a point on the North line of Section 7, Township 1 North, Range 2 East, distant 208.71 feet East from the Northwest corner of said Section, thence East twenty-five (25) feet to the Northeast corner, thence South thirty (30) feet to the Southeast corner, thence West twenty-five (25) feet to the Southwest corner, thence North thirty (30) feet to the Northwest corner, the point of beginning, containing Seventeen Thousandths (0.017) acre, more or less.

Item #15 Pumping Plant 7E--5N

and appurtenances, with well-site described as follows:

Using as a base the line between the South Quarter corner of Section 6, Township 1 North, Range 2 East and the Northwest corner of said Section 8 of said Township, based on a magnetic bearing of South 89° 38' West, beginning at the Northwest corner said tract, said corner being thirty-three (33) feet North 89° 38' East of a point 58.5 feet South 0° 22' East from Northwest corner said Section 8, thence North 89° 38' East twenty-five (25) feet to the Northeast corner said tract, thence South 0° 22' East thirty (30) feet to the Southeast corner said tract, thence South 89° 38' West twenty-five (25) feet to the Southwest corner said tract, thence North 0° 22' West thirty (30) feet to the Northwest corner said tract, the point of beginning, containing Seventeen Thousandths (0.017) acre, more or less.

Item #16 Pumping Plant 8E--5N

and appurtenances, with well-site described as follows:

Beginning at the Northwest corner which is fifty-three (53) feet South of a point on the North line of Section 9, Township 1 North, Range 2 East, distant 33 feet East of the Northwest corner of said Section 9; thence East twenty-five (25) feet to the Northeast corner, thence South thirty (30) feet to the Southeast corner, thence West twenty-five (25) feet to the Southwest corner, thence North thirty (30) feet to the

Northwest corner the place of beginning, containing Seventeen Thousandths (0.017) acre, more or less.

Item #17 Pumping Plant 9E--5N

and appurtenances, with well-site described as follows:

Using as a base the line between the South Quarter corner of Section 5, Township 1 North, Range 2 East, and the Northwest corner Section 9 of said Township, based on a magnetic bearing of South 89° 38' West, beginning at the Northwest corner said Section 9, thence North 89° 22' 30" East six hundred (600) feet, thence North 89° 23' East two thousand two hundred (2200) feet, thence North 89° 22' East sixteen hundred fifty-five and eight tenths (1655.8) feet, thence South 0° 38' East seventy-five (75) feet to the true point of beginning, thence South 0° 38' East thirty (30) feet, thence South 89° 22' West twenty-five (25) feet, thence North 0° 38' West thirty (30) feet, thence North 89° 22' East twenty-five (25) feet to the true point of beginning, containing Seventeen Thousandths (0.017) acre, more or less.

Item #18 Pumping Plant 10E--5N

and appurtenances, with well-site described as follows:

Beginning at the Northeast corner of said tract, which corner is 53.0 feet North 89° 08' West of a point 83.0 feet South 0° 52' West of the Northeast corner of Section 10, Township 1 North, Range 2 East, based on a magnetic declination of 14° 22', thence South 0° 52' West thirty (30) feet to the Southeast corner of said tract, thence North 89° 08' West twenty-five (25) feet to the Southwest corner of said tract, thence North 0° 52' East thirty (30) feet to the Northwest corner of said tract, thence South 89° 08' East twenty-five (25) feet to the Northeast corner of said tract, the point of beginning, containing Seventeen Thousandths (0.017) acre, more or less.

Item #19 Pumping Plant 11E--5N

and appurtenances, with well-site described as follows:

Beginning at the Northeast corner of said tract, which corner is 72.2 feet South of a point on the North line of Section 11, Township 1 North, Range 2 East, distant 605.95 feet West from the Northeast corner of said Section, thence South thirty (30) feet to the Southeast corner, thence West twenty-five (25) feet to the Southwest corner, thence North thirty (30) feet to the Northwest corner, and thence East twenty-five (25) feet to the Northeast corner, the place of beginning, containing Seventeen Thousandths (0.017) acre, more or less.

Item #20 Pumping Plant 11½E--5N

and appurtenances, with well-site described as follows:

Beginning at the Northeast corner of said tract, which corner is 20 feet South 88° 22' West of point 77 feet South 1° 38' East from the North Quarter corner of Section 12, Township 1 North, Range 2 East, based on a magnetic declination of 14° 22', thence South 88° 22' West twenty-five (25) feet to the Northwest corner of said tract, thence South 1° 38' East thirty (30) feet to Southwest corner said tract, thence North 88° 22' East twenty-five (25) feet to Southeast corner said tract, thence North 1° 38' West thirty (30) feet to the Northeast corner said tract, the point of beginning, containing Seventeen Thousandths (0.017) acre, more or less. Above tract being in Lot One (1), Block One (1), Warren Tract, Section 12, Township 1 North, Range 2 East.

Item #21 Pumping Plant 11¾E--3¾N

and appurtenances, with well-site described as follows:

The South 50 feet of the East 50 feet of the Northwest Quarter of the Northeast Quarter of Section 13, Township 1 North, Range 2 East.

Item #22 Pumping Plant 11E--3¾N

and appurtenances, with well-site described as follows:

The South 50 feet of all, excepting the portion occupied by the County Road, of the East 83 feet of the Northeast Quarter of the Northeast Quarter of Section 14, Township 1 North, Range 2 East, containing Fifty-seven Thousandths (0.057) acre, more or less.

Item #23 Pumping Plant 10E--3¾N

and appurtenances, with well-site described as follows:

The North 50 feet of all, excepting the portion occupied by the County Road, of the West 83 feet of the Southwest Quarter of the Northwest Quarter of Section 14, Township 1 North, Range 2 East, containing Fifty-seven Thousandths (0.057) acre, more or less.

Item #24 Pumping Plant 9E--3½N

and appurtenances, with well-site described as follows:

The South 50 feet of all, excepting the portion occupied by the County Road, of the West 83 feet of the Southwest Quarter of the Northwest Quarter of Section 15, Township 1 North, Range 2 East, containing Fifty-seven Thousandths (0.057) acre, more or less.

Item #25 Pumping Plant 8E--3½N

and appurtenances, with well-site described as follows:

The North 50 feet of the South 140 feet of all, excepting the part occupied by the County Road, of the West 83 feet of the Southwest Quarter of the Northwest Quarter of Section 16, Township 1 North, Range 2 East.

Item #26 Pumping Plant 12½E--3¾N

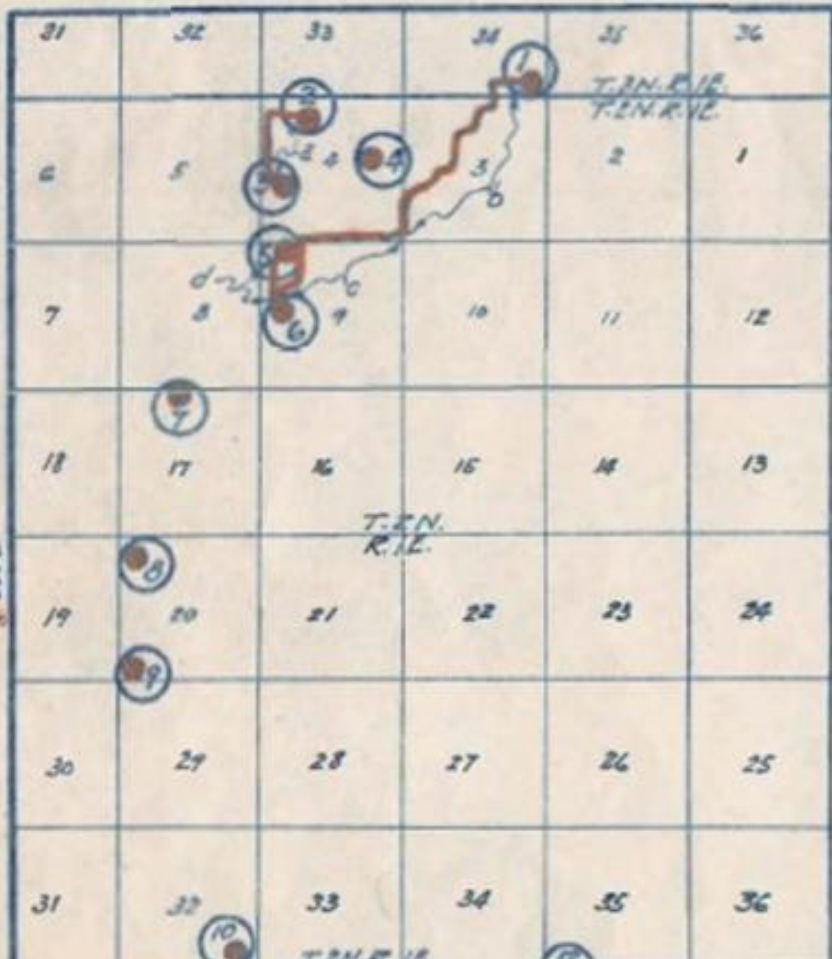
and appurtenances, with well-site described as follows:

Tract of land Fifty (50) feet Square described as follows:

Commencing at a point 30 feet West and 30 feet North of the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 18, Township 1 North, Range 3 East, Gila and Salt River Base and Meridian, thence Westerly parallel to the South line of said Northeast Quarter of said Northwest Quarter a distance of fifty (50) feet to a point 80 feet West and 30 feet North of the said Southeast corner of said Northeast Quarter of said Northwest Quarter, thence Northerly a distance of fifty (50) feet to a point, said point being 80 feet West and 80 feet North of said Southeast corner of said Northeast Quarter of said Northwest Quarter, thence Easterly a distance of fifty (50) feet to a point 30 feet West and 80 feet North of said Southeast corner of said Northeast Quarter of said Northwest Quarter, thence Southerly a distance of fifty (50) feet more or less to the place of beginning.

APPROXIMATELY 15¾ MILES OF
PUMP LATERALS TO BE SOLD TO DISTRICT

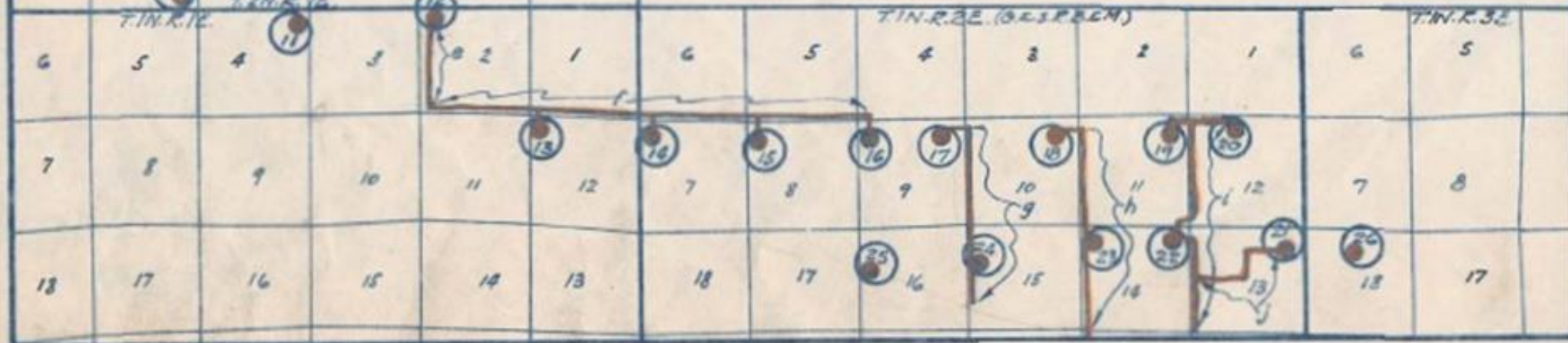
- (a) 1/2 mile of existing Pump Lateral, extending from NW Cor. Section 4, Township 2 North, Range 1 East, South along East line of County Road to W¼ Corner of said Section 4.
- (b) 1¼ miles of existing Pump Lateral, extending from Pumping Plant 4E-12N West 3/8 miles along North line of County Road, thence Southwesterly through Section 3, Township 2 North, Range 1 East to a point approximately 1/4 mile North of the SW Corner of said Section 3.
- (c) 1¼ miles of existing Pump Lateral, extending from SE Corner Section 4, Township 2 North, Range 1 East, 3/4 mile West along North line of County Road; thence Southwesterly through Section 9 of said Township to a point approximately 450 feet North of W¼ Corner of said Section 9.
- (d) 1/2 mile of existing Pump Lateral, extending from NW Corner Section 9, Township 2 North, Range 1 East, South along East line of County Road to point approximately 450 feet North of W¼ Corner of said Section 9.
- (e) 1 mile of existing Pump Lateral, extending from NW Corner Section 2, Township 1 North, Range 1 East, South along East line of County Road to SW Corner of said Section 2.
- (f) 4 miles of existing Pump Lateral, extending from SE Corner Section 5, Township 1 North, Range 2 East, West along North line of County Road to SW Corner Section 2, Township 1 North, Range 1 East.
- (g) 1¾ miles of existing Pump Lateral, extending from NW Corner Section 10, Township 1 North, Range 2 East, South along East line of County Road to a point approximately 1/4 mile North of SW Corner Section 15 of said Township.
- (h) 2 miles of existing Pump Lateral, extending from NW Corner Section 11, Township 1 North, Range 2 East, South along East line of County Road to SW Corner Section 14 of said Township.
- (i) 2½ miles of existing Pump Lateral, extending from N¼ Corner Section 12, Township 1 North, Range 2 East, West along South line of County Road to NW Corner of said Section 12, thence South approximately 300 feet along West line of County Road, thence South along East line of County Road to SW Corner Section 13 of said Township.
- (j) 1 mile of existing Pump Lateral, extending from Pumping Plant 11¾E-3¾N in the NE¼ of Section 13, Township 1 North, Range 2 East, West approximately 1/4 mile, thence South approximately 1/4 mile to center of said Section and thence West to W¼ Corner of said Section 13.



PAGE 8
EXHIBIT "B"
MAP

SHOWING LOCATION OF FEATURES COMPRISING
ITEMS 1 TO 26 AND a To j, BOTH INCLUSIVE, DES-
CRIBED ON PAGES 1 TO 7 INCLUSIVE OF EXHIBIT "B"

LEGEND: (1), (2), Etc., designate pumping plants to be conveyed to District
 ——— Ditches to be conveyed to District.



APPENDIX D. 1950 SUPPLEMENT

*effective date
1-1-50
(as per note on
copy by J.D.G.)*



SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made in triplicate and entered into this 31st day of May, 1950, by and between SALT RIVER VALLEY WATER USERS' ASSOCIATION, a corporation organized and existing under the laws of the State of Arizona with its principal place of business in Phoenix, Maricopa County, Arizona, hereinafter called "Association", and ROOSEVELT IRRIGATION DISTRICT, and irrigation district organized and existing under the laws of the State of Arizona with its principal place of business in Buckeye, Maricopa County, Arizona, hereinafter called "District",

WITNESSETH:

WHEREAS, under date of August ~~21~~²⁵, 1921, a certain agreement was entered into between the Association and Carrick & Mangham Agua Fria Lands & Irrigation Company, a corporation, hereinafter sometimes referred to as the "agreement of 1921", under the terms of which said Company was given the right to pump and transmit certain waters from within the boundaries of the Salt River Project to lands outside thereof, and said agreement and all rights of said Company were thereafter assigned to the District; and

WHEREAS, under date of February 3, 1927, the Association and the District entered into a supplemental agreement amending the supplementing said agreement of 1921 in the respects set forth in said supplemental agreement, and said agreement of 1921 and said supplemental agreement of February 3, 1927, are hereby referred to for the terms and provisions thereof, and are hereinafter sometimes referred to as "agreement of 1921 as supplemented"; and

WHEREAS, there is now pending in the Superior Court of the State of Arizona in and for the County of Maricopa an action instituted by the Association as plaintiff against the District as defendant, praying for a determination of the average amount of water which the District is entitled to pump under said agreement of 1921 as supplemented, and certain persons owning lands within the Salt River Project have intervened in said action, and it is mutually beneficial to the parties hereto that said controversy which is the subject of said action be settled and adjusted upon the basis hereinafter set forth,

NOW, THEREFORE, the said parties hereto, in consideration of the premises and for the purpose of settling and adjusting said controversy, do hereby covenant and agree to and with each other as follows:

1. As used in the Supplemental Agreement, the terms “year” and “year period” shall mean a calendar year; the term “developed water” shall include both water pumped from the underground by the District within the boundaries of the Salt River Project and waste water that may be picked up by the District’s gathering system from within the boundaries of such Project; and the term “flood waters” shall mean those water defined and referred to in Paragraph G of the supplemental agreement between the parties hereto dated February 3, 1927.

2. The total amount of water developed within the boundaries of the Salt River Project and diverted to the District shall not exceed in the aggregate 725,000 acre feet in any five consecutive years after the effective date of this Supplemental Agreement with a maximum of 155, 000 acre feet in any one-year period, except as hereinafter provided. Under the limitations

herein fixed, in computing the water which the District may develop within the boundaries of the Salt River Project in any given year after the fourth year from the effective date hereof, the total water developed by the District during the four years immediately preceding any such year shall be subtracted from 725,000 acre feet and the remainder, not in excess of 155,000 acre feet, shall be the amount which may be developed in such year.

Normal waste water only is to be charged against the amount which the District is entitled to develop, take or divert hereunder. Whenever the Association is running free water, or selling surplus water to its users (which is water other than the allotments for that year, normal flow and special pump rights), the waste water resulting therefrom shall not be charge against the district's entitlement hereunder, unless the District elects to take such extra waste water.

Flood water sold by the Association to the District shall not be charged against the District's entitlement hereunder.

3. Measurement of water developed by the District shall be made at a Gauging Station located in close proximity of the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 30, Township 2 North, Range 1 East.

The Gauging Station shall be an approved U.S.G.S. type station consisting of the standard still well and half length, shelter housing a continuous water stage recorder of modern make.

A measuring bridge will be provided at approximately the same location for the purpose of making canal discharge measurements.

The District shall have the right at any time to inspect this station and its equipment and to suggest any changes for the improvement of the operation. The District shall have the right

at any reasonable time to check the methods and measuring equipment used by the Association at the measuring station and to check the engineering methods used in computing the daily flow record from the data collected at the gauging station. In the event any such test shall show that recordation varies more than accepted engineering tolerance from the correct amount, adjustment shall be made upon the basis of the amount computed in accordance with the result of such test, taking into consideration the amount incurred by inaccuracy, but in no event shall any adjustment be made for a longer period than to date of the last prior check by the District or for three months, whichever is the shorter.

The Association shall have the right at any reasonable time to request the District to clean a section of the canal in and adjacent to the measuring station for the purpose of keeping that section of the canal free from moss, and or debris of any kind that will affect the accuracy of the measuring section and its recording instruments.

The Association shall have the right to charge the District and the District shall pay the Association \$30.00 per month as the District's contribution toward the expense of making the measurements and the computation of the monthly flow records of the District's canal.

4. It is understood and agreement that the agreement of 1921 as supplemented by the agreement of February 3, 1927, shall remain and be hereafter in all respects in full force and effect except as altered and amended by this Supplemental Agreement, and that in the event any conflict shall be found to exist or incongruity arise as between this agreement and said agreement of 1921 as supplemented by the agreement of February 3, 1927, the terms and contents of this Supplemental Agreement shall govern and control.

5. The effective date of this Supplemental Agreement shall be January 1, 1950.

This Supplemental Agreement is executed by the President and Secretary of the Association by virtue of authority conferred by resolution of its Board of Governors at a meeting duly held on May 9th, 1950, and by the President and Secretary of the District thereunto duly authorized by resolution of its Board of Directors adopted at a meeting of said Board duly held on March 7th, 1950.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names by their said duly authorized officers, this 31st day of May, 1950.

SALT RIVER VALLEY WATER USERS' ASSOCIATION

By [Signature]
President

ATTEST:

[Signature]
Secretary

Roosevelt Irrigation District

By [Signature]
President

ATTEST:

[Signature]
Secretary

APPROVED:

JENNINGS, STROUSS, SALMON & TRASK

By [Signature]
Attorneys for Association

OCT - 9 1950

APPROVED:

[Signature]
Assistant Secretary of the Interior

KRAMER, MORRISON, ROCHE & PERRY

By [Signature]
Attorneys for District