

ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS OF THE  
CENTRAL ARIZONA PROJECT MUNICIPAL AND INDUSTRIAL  
WATER SERVICE SUBCONTRACT

THIS AGREEMENT is made and entered into this 14<sup>th</sup> day of March, 2016 by and between Chandler Heights Citrus Irrigation District ("CHCID") and the Central Arizona Water Conservation District ("CAWCD").

**RECITALS**

A. On or about December 1, 1988, the United States, acting through the Secretary of the Interior, and the CAWCD entered into a contract entitled "Contract Between the United States and the Central Arizona Water Conservation District for Delivery of Water and Repayment of Costs of the Central Arizona Project," Contract No. 14-06-W-245, Amendment No. 1.

B. On or about May 25, 2007, CHCID, the United States of America (the "United States"), acting through the Secretary of the Interior, and the CAWCD executed a subcontract for the annual delivery of 315 acre-feet of Central Arizona Project ("CAP") municipal and industrial ("M&I") water, entitled "Subcontract Among the United States, the Central Arizona Water Conservation District, and the Chandler Heights Citrus Irrigation District Providing for Water Service, Central Arizona Project," Subcontract No. 07-XX-30-W0492 (the "Subcontract").

C. On or about August 14, 2007, the United States, acting through the Secretary of the Interior, and the CAWCD executed a subcontract for the annual delivery of 7,746 acre-feet of CAP M&I water for use in fulfilling the responsibilities of the Central Arizona Groundwater Replenishment District ("CAGRDR") entitled "Supplemental Contract Between the United States and the Central Arizona Water Conservation District for Delivery of Central

Arizona Project Water", Contract No. 14-06-W-245, Amendment No. 1, Supplement No. 1 ("Supplemental Contract").

D. On or about December 22, 2010, Valley Utilities Water Company assigned and transferred to the CAWCD its entitlement to annual delivery of 250 acre-feet of CAP M&I water to be used for the benefit of the CAGRD. This transfer increased the entitlement in the Supplemental Contract from 7,746 acre feet per annum to 7,996 acre-feet per annum of CAP M&I water.

E. By resolution dated May 6, 2015, CHCID has agreed to assign and transfer to the CAWCD its entitlement to 315 acre-feet per annum of CAP M&I water under CHCID's Subcontract to be used for the benefit of the CAGRD.

### **AGREEMENT**

1. CHCID hereby assigns, transfers, and conveys to CAWCD all of its right, title, and interest in and to 315 acre-feet per annum of M&I CAP water to which CHCID is entitled under the terms of the Subcontract.

2. CAWCD agrees to execute an amended Exhibit A to the Supplemental Contract between the United States and CAWCD to include the annual delivery of 315 acre-feet of CHCID's CAP M&I water for use in fulfilling the obligations of the CAGRD.

3. This Agreement shall not become effective unless and until all the following conditions have occurred.

a. This Agreement has been executed by the parties.

b. CAWCD and the United States, acting through the Secretary of the Interior, have executed an amended Exhibit A to the Supplemental Contract which shall remain in effect until superseded by another Exhibit A or termination of the Supplemental Contract.

c. This Agreement and related documents have been submitted to the Arizona Department of Water Resources for review as provided in A.R.S. § 45-107(D).

d. CAWCD and the United States, acting through the Secretary of the Interior, have both approved this Agreement as evidenced by the signatures of their respective representatives on the attached approval.

e. CAWCD has paid CHCID the amounts due under the CAWCD Policy Regarding the Relinquishment and Transfer of CAP M&I Subcontract Allocations.


4. Upon this Agreement becoming effective, all of CHCID's obligations under this Subcontract are deemed satisfied and the Subcontract shall be terminated and have no further force or effect.

5. Notwithstanding Section 3 of this Agreement, for purposes of entitlement to CAP M&I water and payment of CAP M&I capital charges, this Agreement shall be effective upon its execution by CHCID and CAWCD.


6. To the extent that another entity relieves CAWCD, acting in its capacity as the CAGR, of its current and future replenishment obligation for Member Lands or Member Service Areas located within CHCID's service area, as shown on the Exhibit A hereto, CAWCD will transfer to that entity an equal amount of entitlement to CAP M&I Water, up to 315 acre-feet per annum.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the  
day and year first written above.

CHANDLER HEIGHTS CITRUS  
IRRIGATION DISTRICT

By:   
Title: President  
Date: 12/23/15

CENTRAL ARIZONA WATER  
CONSERVATION DISTRICT

By:   
Title: President  
Date: 7 Jan 16

*Signatures continued on next page.*

## APPROVAL

The undersigned, pursuant to Article 6.7 of the Subcontract, on behalf of the United States of America, acting through the Secretary of the Interior, and the Central Arizona Water Conservation District hereby approve the foregoing Agreement in accordance with its terms.


Approved as to Legal Sufficiency:

THE UNITED STATES OF AMERICA

By:

  
Office of the Solicitor

By:

  
Regional Director  
Lower Colorado Region  
Bureau of Reclamation

**EXHIBIT A**  
**AMENDMENT NO. 2**

1. This Exhibit A, Amendment No. 2, made this 14<sup>th</sup> day of March, 2016 to be effective under and as a part of the Supplemental Contract shall become effective on the date first written above and shall remain in effect until superseded by another Exhibit A executed by the Parties; Provided, That this Exhibit A or any superseding Exhibit A shall terminate with termination of the Supplemental Contract.
2. The following Subcontractors (transferring entities) have assigned the CAP M&I Water entitlements listed below to CAWCD for the purpose of fulfilling its CAGR function. Maps of the service areas of each of the CAP M&I Subcontractors listed below are attached to this Exhibit A, Amendment No. 2 and are incorporated by reference.

<b>Transferring Entity</b>	<b>Service Area</b>	<b>CAP M&amp;I Water Assigned to CAWCD (Amounts in Acre-Feet Per Annum)</b>
Sunrise Water Company <sup>1</sup>	Map 1	944
West End Water Company <sup>1</sup>	Map 2	157
Litchfield Park Service Company <sup>2</sup>	Map 3	4,760
New River Utility Company <sup>1</sup>	Map 4	1,885
Valley Utilities Water Company <sup>1</sup>	Map 5	250
Chandler Heights Citrus Irrigation District <sup>2</sup>	Map 6	315
<b>Total:</b>		<b>8,311</b>

3. Exhibit A, Amendment No. 1 to the Supplemental Contract dated December 22, 2010, is hereby superseded and replaced by this Exhibit A, Amendment No. 2 to the Supplemental Contract.

<sup>1</sup> ADWR has determined that replenishment for Member Lands or Member Service Areas within the boundaries of this transferring entity shall be in the area of hydrologic impact of the groundwater withdrawals to be replenished.


<sup>2</sup> ADWR has determined that replenishment for Member Lands or Member Service Areas within the boundaries of this transferring entity shall be within the Active Management Area in which this transferring entity is located.

IN WITNESS WHEREOF, the Parties have executed this Exhibit A, Amendment No. 2 to the Supplemental Contract the day and year first above written.

**THE UNITED STATES OF AMERICA**

Approved as to Legal Sufficiency:


By:   
Office of the Solicitor

By:   
Regional Director  
Lower Colorado Region  
Bureau of Reclamation

**CENTRAL ARIZONA WATER  
CONSERVATION DISTRICT**

Attest:

By:   
Secretary

By:   
President



Happy Valley Rd

Lake Pleasant Pkwy



New River

83rd Ave

91st Ave

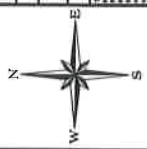
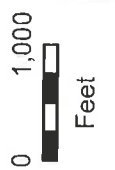


**SUNRISE  
WATER  
COMPANY**



**LEGEND**  
Sunrise Water Company

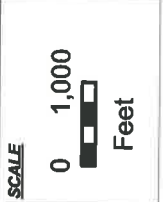
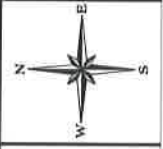
**SCALE**



Date:	MARCH 2016
Location:	NO. 13, MARSH A2 Basin, Phoenix, AZ
Projection:	Conic Zone, 100 Feet
Source:	Aerial, BGP, Microsoft, Google

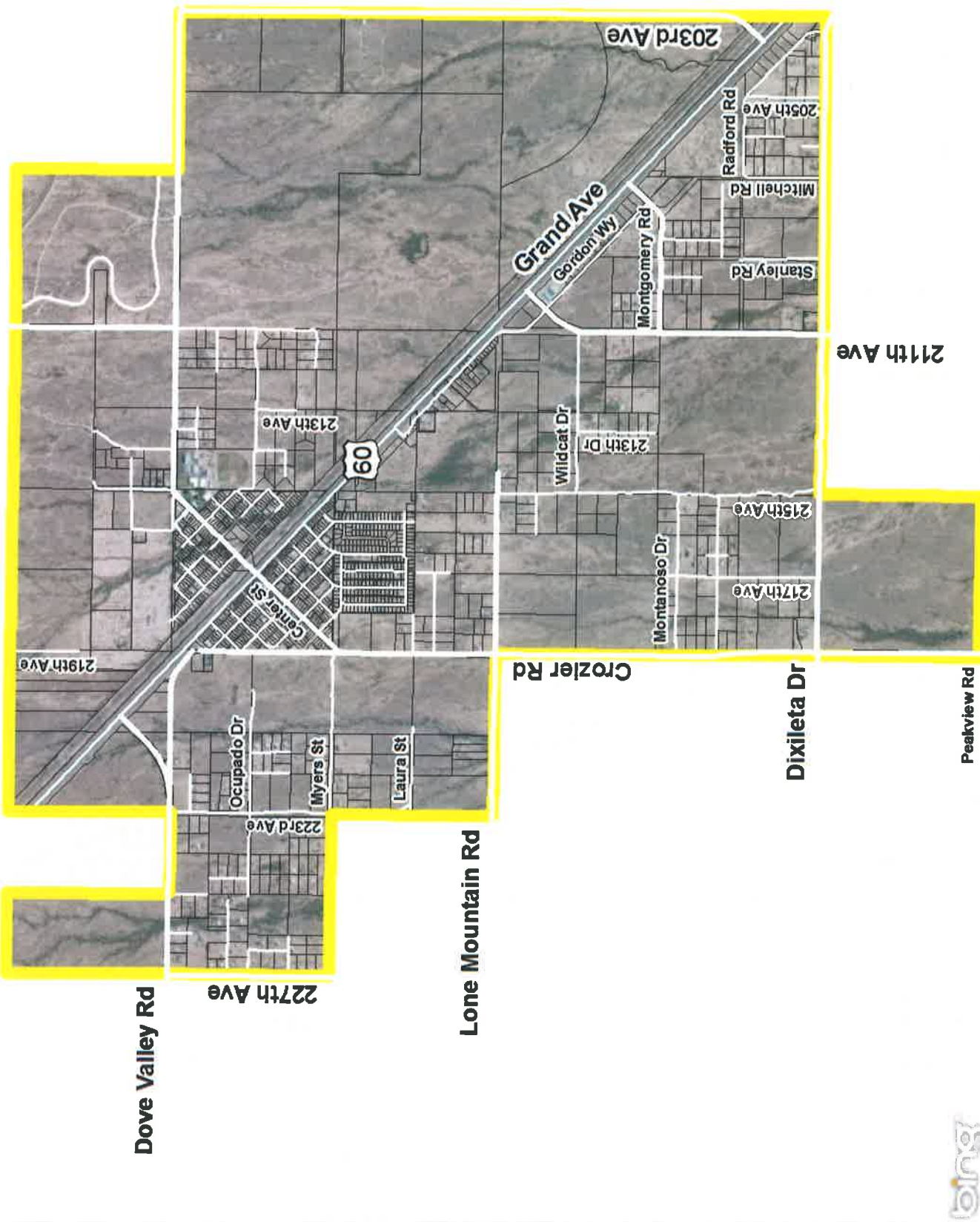






**West End Water Company**

**WEST END WATER COMPANY**



Northern Ave

Glendale Ave

Bethany Home Rd

Camelback Rd

Indian School Rd

Citrus Rd

Cotton Ln

303

Sarival Ave

Wigwam Blvd

Virginia Ave

Bullard Ave

Thomas Rd

McDowell Rd

Avondale Blvd

107th Ave

Indian School Rd

Agua Fria River

El Mirage Rd

Dysart Rd

Litchfield Rd



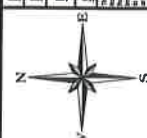
**LITCHFIELD PARK  
SERVICE  
COMPANY**

LEGEND



Litchfield Park Service Company

SCALE



DATE:	MARCH 2016
CLIENT:	City of Litchfield Park
LOCATION:	300 Thomas Rd, Litchfield Park, AZ 85126
PROJECTION:	NAD 83, NAD83, AZ State Plane, Central Zone, Unit: Feet
SOURCE:	ADAMS, Bing, Mapbox, County





Williams Rd

91st Ave  
Deer Valley Rd

Lake Pleasant Pkwy

Beardsley Rd

Union Hills Dr

83rd Ave

Hillcrest Blvd

87th Ave

Lone Cactus Dr

81st Ave

75th Ave

67th Ave

101



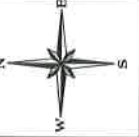
**NEW RIVER  
UTILITY  
COMPANY**

 New River Utility Company

**LEGEND**

**SCALE**

0 1,000  
Feet



**Date:** MARCH 2016

**Prepared by:** [illegible]

**Location:** 2001

**Projection:** NAD 83, NAD 83, AZ State Plane, Central Zone, 100 Feet

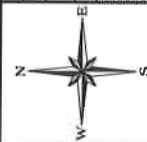
**Source:** AZWIS, Bing, Mapbox, County

This map is not a legal document. It is for informational purposes only. The user assumes all responsibility for the use of the map. The user agrees to hold the provider harmless for any and all damages, including consequential damages, arising from the use of the map. The provider makes no warranty, express or implied, for the accuracy, completeness, or reliability of the information contained herein. The provider is not responsible for any errors or omissions in this map. The provider is not responsible for any damages, including consequential damages, arising from the use of the map. The provider is not responsible for any errors or omissions in this map. The provider is not responsible for any damages, including consequential damages, arising from the use of the map.









**SCALE**

0 1,000 Feet

## Chandler Heights Citrus Irrigation District

### LEGEND

**CHANDLER HEIGHTS  
CITRUS IRRIGATION  
DISTRICT**



**SOSSAMAN RD**

POWER RD

**RIGGS RD**

**SAN TAN BLVD**

172nd St

# HUNT HWY

