

ORIGINAL

CENTRAL ARIZONA PROJECT WATER LEASE

AMONG

THE UNITED STATES OF AMERICA,

THE FORT MCDOWELL YAVAPAI NATION,

AND

THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT

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THE UNITED STATES OF AMERICA,
THE FORT MCDOWELL YAVAPAI NATION,
AND
THE CENTRAL ARIZONA WATER CONSERVATION
DISTRICT, ARIZONA

1. **PREAMBLE** This Central Arizona Project Water Lease (“Lease”) is entered into among the United States of America (“United States”), the Fort McDowell Yavapai Nation (“Nation”), formerly the Fort McDowell Indian Community, located on the Fort McDowell Indian Reservation, Arizona, and the Central Arizona Water Conservation District (“CAWCD”), a multi-county water conservation district and municipal corporation duly formed in accordance with the laws of the State of Arizona (hereinafter “Lessee”). The United States, the Nation, and the Lessee hereinafter are sometimes referred to individually as “Party” and collectively as “Parties”.

2. **EXPLANATORY RECITALS**

2.1 WHEREAS, by the Act of November 28, 1990, Fort McDowell Indian Community Water Rights Settlement Act of 1990, P.L. 101-628, Title IV, 104 Stat. 4480 (“Act”), the United States confirmed the Fort McDowell Indian Community Water Rights Settlement Agreement dated January 15, 1993 (“FMIC Agreement”), specifically directed the amendment of the Nation’s Central Arizona Project (CAP) Water Delivery Contract (“CAP Delivery Contract), and authorized the lease of the Nation’s CAP Water;

2.2 WHEREAS, the water rights of FMIC, under paragraph 22.9 of the FMIC Water Settlement dated January 15, 1993, were acquired in trust by the United States for the benefit of FMIC to be held as other Indian rights are held;

2.3 WHEREAS, the Parties to this Lease are also Parties to the FMIC Agreement;

2.4 WHEREAS, Paragraph 20.0 of the FMIC Agreement allows the United States, the Nation and Lessee to enter into an agreement for the lease by the Nation to the Lessee of Project Water to which the Nation is entitled under the Nation's CAP Delivery Contract;

2.5 WHEREAS, pursuant to the FMIC Agreement and the Act, the United States and the Nation have executed a Second Amendment to the Nation's CAP Delivery Contract, dated December 14, 1993, Contract No. 3-07-30-W0308, which provides for the Nation's CAP Water entitlement of 18,233 acre-feet per year and which authorizes the Nation to enter into this Lease;

2.6 WHEREAS, in 1993, the Arizona legislature created a groundwater replenishment authority to be operated by CAWCD throughout its three-county service area, referred to as the Central Arizona Groundwater Replenishment District ("CAGRDR"); and

2.7 WHEREAS, Contract No. 14-06-W-245, Amendment No. 1, Supplement No. 1, dated August 14, 2007, between the United States and CAWCD, ("Lessee's CAP Supplemental Contract") created a framework for CAWCD to accept, hold, and put to use CAP Water entitlements assigned to it for the purpose of fulfilling its CAGRDR function.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

3. **DEFINITIONS**

3.1 Any capitalized terms which are not defined in this Article 3 or elsewhere in this Lease shall have the meanings ascribed to them in the Nation's CAP Delivery Contract, the CAP Master Repayment Contract or both.

3.2 "Act" shall mean the Fort McDowell Indian Community Water Rights Settlement

Act of 1990, P.L. 101-628, Title IV, 104 Stat. 4480 (1990).

3.3 **“CAGR”** shall mean a groundwater replenishment authority to be operated by CAWCD throughout its CAWCD Service Area, referred to as the Central Arizona Groundwater Replenishment District.

3.4 **“CAP” or “Central Arizona Project”** shall mean a Reclamation project authorized and constructed by the United States of America pursuant to Title III of the Colorado River Basin Project Act of September 30, 1968, P.L. 90-537, 82 Stat. 885, as amended.

3.5 **“CAP Master Repayment Contract”** shall mean the 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, dated December 1, 1988 (Contract No. 14-06-W-245, Amendment No. 1), and any amendment or revision thereof.

3.6 **“CAP Water” or “Project Water”** shall mean the water supply of the Central Arizona Project.

3.7 **“CAWCD”** shall mean the Central Arizona Water Conservation District, a political subdivision of the State of Arizona, that is the contractor under the CAP Master Repayment Contract.

3.8 **“CAWCD Service Area”** shall mean the three-county service area, consisting of Maricopa, Pinal, and Pima Counties, as well as any other counties, or portions thereof, that may hereafter become part of CAWCD.

3.9 **“Effective Date”** shall mean that date on which this Lease is signed by the Secretary of the Interior or his authorized representative or designee.

3.10 **“FMIC Agreement”** shall mean that agreement dated January 15, 1993, executed by the Parties to this Water Lease and others, for the purpose of settling the Nation's water entitlement upon the terms specified and ratified in the Act.

3.11 **“Lease”** shall mean this CAP Water Lease.

3.12 **“Lease Water”** shall mean 3,933 acre-feet of the Nation’s CAP Water subject to the Nation’s CAP Delivery Contract.

3.13 **“Lessee”** shall mean the CAWCD, including its successors and assigns.

3.14 **“Lessee’s CAP Supplemental Contract”** shall mean Contract No. 14-06-W-245, Amendment No. 1, Supplement No. 1, dated August 14, 2007, between the United States and CAWCD.

3.15 **“Main System”** shall mean (A) the Mark Wilmer Pumping Plant, (B) the Hayden-Rhodes Aqueduct, (C) the Fannin-McFarland Aqueduct, (D) the Tucson Aqueduct, (E) the pumping plants and appurtenant works of the CAP that are described in (A) through (D), and (F) any extensions of, additions to, or replacements for the features described in (A) through (E).

3.16 **“Nation”** shall mean the Fort McDowell Yavapai Nation, a Nation of Yavapai Indians organized under Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 987; 25 U.S.C. § 476), and duly recognized by the Secretary.

3.17 **“Nation’s CAP Delivery Contract”** shall mean the Central Arizona Project Indian Water Delivery Contract between the Nation and the United States, No. 3-07-30-W0308 dated December 14, 1993, as may be amended from time to time. This contract superseded and replaced the December 11, 1980 contract and its first amendment dated January 15, 1993 in their entirety.

3.18 “**Nation’s CAP Water**” shall mean the CAP Water to which the Nation is entitled pursuant to the Nation’s CAP Delivery Contract, except for that amount already leased in accordance with Section 407(a)(2) of the Act.

3.19 “**OM&R**” shall mean the care, operation, maintenance and replacement of the Main System, or any part thereof.

3.20 “**Operating Agency**” shall mean the entity or entities authorized to assume OM&R responsibility of transferred works and approved for that purpose by the Contracting Officer. Currently this entity is CAWCD.

3.21 “**Reservation**” shall mean that area of land described in Exhibit 2.8 of the FMIC Agreement.

3.22 “**Secretary**” shall mean the Secretary of the United States Department of the Interior or the Secretary’s authorized representative or designee.

4. **LEASE OF CENTRAL ARIZONA PROJECT WATER**

4.1 **Nation’s CAP Delivery Contract.** This Lease is subject to the provisions of the Nation’s CAP Delivery Contract which is hereby incorporated into and made a part of this Lease. In the event the Nation’s CAP Delivery Contract and this Lease are construed to be inconsistent, the terms of the Nation’s CAP Delivery Contract shall govern unless the Parties otherwise agree in writing at such time.

4.2 **Applicability of Lessee’s CAP Supplemental Contract.** The Lessee agrees to be bound by the provisions of the Lessee’s CAP Supplemental Contract where such provisions are not explicitly modified by provisions of this Lease.

4.3 **Subject of Lease.** The Nation leases to Lessee the right to the delivery of 3,933 acre-feet of the Nation's CAP Water, subject to the terms and conditions of the Nation's CAP Delivery Contract and this Lease, with delivery beginning no earlier than January 1, 2020, and concluding no later than December 31, 2020.

4.4 **Term of Lease.** The term of this Lease ("Lease Term") shall begin on the Effective Date of this Lease and shall end December 31, 2020.

4.5 **Lease of Water Only.** This Lease shall never be construed to be a sale or assignment of the Nation's right or interest in the Nation's CAP Water. The allocation of CAP Water to the Nation shall always be deemed to be the property of the Nation, to which Lessee has acquired only a leasehold interest for the Lease Term, but not thereafter. Lessee shall never assert a permanent or perpetual right to the Nation's CAP Water, whether during the Lease Term or thereafter. The Nation reserves to itself all rights to use the Nation's CAP Water in its total discretion upon expiration or termination of this Lease.

4.6 **Consideration for Lease.** In consideration for the Lease Water which is the subject of this Lease, Lessee shall pay directly to the Nation the sum of Fifty-Six Dollars (\$56.00) per acre-foot for 3,933 acre-feet of CAP Water pursuant to this Lease. The total amount of \$220,248.00 must be paid to the Nation within 30 days of the Effective Date.

4.7 **Application of Settlement Agreement.** Pursuant to Paragraph 20.1.3 of the FMIC Agreement, Articles 4.8, 4.9, 4.10, 4.14, 4.15, 4.16, 4.17, 4.18, and 4.19 below are included in this Lease.

4.8 **Operation, Maintenance, and Replacement Costs.** The Lessee shall pay to the Operating Agency all OM&R costs for the delivery of the Leased Water in accordance with

Lessee's CAP Supplemental Contract. Lessee shall indemnify the Nation for, from, and against any liability or responsibility to pay OM&R costs charged or assessed by the Operating Agency with respect to the Leased Water during the term of this Lease. The Lessee's obligation to pay such OM&R costs shall not begin earlier than the date that the Lessee is entitled to receive the Leased Water under this Lease, but in no event unless and until the Leased Water is scheduled for delivery by the Lessee. Prior to January 1, 2020, the Nation may use the Leased Water in accordance with the Nation's CAP Delivery Contract.

4.9 **Delivery of Water.** The United States or the Operating Agency shall deliver the Nation's Project Water to Lessee as further provided herein; however, neither the United States nor the Operating Agency shall be obligated to make such deliveries if, in the judgment of the Operating Agency or the Secretary, delivery or schedule of deliveries to Lessee would limit deliveries of CAP water to the other CAP subcontractors to a degree greater than deliveries of such Project Water to the Salt River Project CAP Turnout. Subject to the provisions of this Lease, the United States or the Operating Agency shall deliver water to Lessee in accordance with water delivery schedules provided by Lessee to the United States and the Operating Agency. The water ordering procedures contained in Lessee's CAP Supplemental Contract shall apply to Lessee's ordering of water under this Lease. In no event shall the United States or the Operating Agency be required to deliver to Lessee from the Water Supply System in any one month a total amount of Project Water greater than eleven percent (11%) of Lessee's maximum entitlement under this Lease; Provided, however, that the United States or the Operating Agency may deliver a greater percentage in any month if such increased delivery is compatible with the overall delivery of Project Water to all CAP subcontractors as determined by the United States and the

Operating Agency if Lessee agrees to accept such increased deliveries.

4.10 **CAWCD Repayment.** For the purpose of determining the allocation and repayment of costs of the CAP as provided in the CAP Master Repayment Contract, and any amendment or revision thereof, the costs associated with the delivery of water pursuant to this Lease shall be nonreimbursable, and such costs shall be excluded from CAWCD's repayment obligation.

4.11 **The Nation.** The Nation shall not be obligated to pay, or cause to be paid, OM&R costs to the United States or to the Operating Agency, for any Lease Water which is scheduled for delivery but is not delivered to the Lessee, unless such water is delivered to the Nation.

4.12 **Other Charges or Payments.** Neither the Nation nor the Lessee shall be obligated to pay OM&R costs, water service charges, water service capital charges, municipal and industrial subcontract charges or any other costs, charges or payments for the Lease Water other than as provided in Articles 4.6 and 4.8 herein.

4.13 **Permissible Uses of Lease Water.** Except as provided in this Lease, the Lessee shall have the right to use the Lease Water for any purpose in conformance with Federal law applicable to the CAP, consistent with Arizona law. Permissible uses include, but are not limited to municipal, groundwater recharge, as that term is defined in the CAP Master Repayment Contract, underground storage facilities and groundwater savings facilities, as these terms are defined in Arizona Revised Statutes § 45-802.01, as that section may be amended from time to time, and recovery projects. Provided, however, Lessee agrees to the restrictions outlined in Article 4.19 herein.

4.14 **Use of Project Water Outside Reservation.** Lessee may use or deliver Project Water for use outside the boundaries of the reservation, but may not use or deliver Project Water for use outside of the CAWCD Service Area.

4.15 **Conditions Relating to Delivery and Use.** The Lessee shall have the right to use Leased Water for any purpose that is consistent with Arizona law and not expressly prohibited by this Lease to fulfill its groundwater replenishment responsibilities, including exchanges of the Leased Water for other types of water, and Groundwater Recharge as that term is defined in the CAP Master Repayment Contract. Except to the extent that this Lease conflicts with the terms of the Lessee's CAP Supplemental Contract, deliveries of Leased Water to the Lessee and its use by the Lessee shall be subject to any conditions relating to delivery and use in the Lessee's CAP Supplemental Contract. The Lessee expressly approves and agrees to all the terms presently set out in the CAP Master Repayment Contract, or as such terms may be hereafter amended, and agrees to be bound by the actions to be taken and the determinations to be made under that CAP Master Repayment Contract, to the extent not inconsistent with the express provisions of this Lease.

4.16 **Secretarial Control of Return Flow.** Project Water used by Lessee pursuant to the provisions of this Lease shall be subject to the terms relating to the Secretary's right to control return flow as provided in Lessee's CAP Supplemental Contract.

4.17 **Point(s) of Delivery.** The Leased Water to be delivered to the Lessee pursuant to the provisions of this Lease shall be delivered at such turnouts on the Main System as are agreed upon by the Secretary, the Operating Agency, and the Lessee.

4.18 **Nation's Covenants.** The Nation agrees to observe and perform all obligations

imposed on the Nation under the CAP Delivery Contract which are not assumed by Lessee so that Lessee's rights and duties are not in any way impaired.

4.19 **Lessee Assignment.** Lessee may not transfer, assign or sublease all or any part of its interest in CAP Water outside the CAWCD Service Area without the prior written consent of the Nation and the Secretary; Provided, that the Lessee shall not transfer, assign, or sublease all or any part of its interest in CAP Water hereunder for an amount in excess of that which Lessee is obligated to pay under this Lease without the additional prior written approval of CAWCD and the Secretary. If CAP Water under this Lease is transferred, assigned or subleased by Lessee for an amount in excess of that which Lessee paid for such water under this Lease, the excess amount shall be paid forthwith by Lessee to CAWCD for application against CAWCD's repayment obligation to the United States; Provided, however, that Lessee shall be entitled to recover actual costs of transportation, treatment, and distribution, including but not limited to capital costs and OM&R costs. Lessee shall not transfer, assign or sublease all or any part of its interest in CAP Water if such transfer, assignment or sublease will adversely affect the Nation without the prior written approval of the Nation. Lessee shall provide to CAWCD and the United States copies of any agreement transferring, assigning or subleasing all or any portion of Lessee's entitlement under this Lease.

4.20 **Temporary Reductions.** In addition to the right of the United States under Subarticle 4.3(a)(4) of the Nation's CAP Delivery Contract temporarily to discontinue or reduce the amount of water to be delivered, the United States or the Operating Agency may temporarily discontinue or reduce the quantity of water to be furnished to Lessee as herein provided for the purpose of investigation, inspection, maintenance, repair or replacement of any of the Project

facilities or any part thereof necessary for the furnishing of water to Lessee, but so far as feasible the United States or the Operating Agency shall coordinate any such discontinuance or reduction with the Nation and Lessee, except in case of emergency, in which case no notice need be given. Neither the United States, its officers, agents, and employees, nor the Nation, its officers, agents, and employees, nor the Operating Agency, its officers, agents, and employees, shall be liable for damages when, for any reason whatsoever, any such temporary discontinuance or reduction in delivery of water occurs. If any such discontinuance or temporary reduction results in deliveries to Lessee of less water than what has been paid for in advance, Lessee shall be entitled to be reimbursed for the appropriate proportion of such advance OM&R payments prior to the date of Lessee's next payment of water service charges or Lessee may be given credit toward the next payment of water charges if Lessee should so desire. In the event the Operating Agency does not provide the reimbursement or credit in accordance with this Article, the Secretary, acting through the Bureau of Reclamation, shall direct the Operating Agency to comply with this Article.

4.21 **Priority in Case of Shortage.** In the event of a shortage of CAP Water, the water provided to Lessee under this Lease will have the same priority as that water had when it was allocated or reallocated to the Nation, and as provided under the Nation's CAP Delivery Contract.

4.22 **Water and Air Pollution Control.** Lessee, in carrying out this Lease, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Arizona and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

4.23 **Quality of Water.** The operation and maintenance of Project facilities shall be performed in such manner as is practicable to maintain the quality of water made available through such facilities at the highest level reasonably attainable as determined by the Secretary. Neither the United States, the Nation, nor the Operating Agency warrants the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water. Lessee waives its right to make a claim against the United States, the Operating Agency, the Nation, any CAP contractor or subcontractor, or another lessee, because of changes in water quality caused by the commingling of Lease Water with other water.

4.24 **Contingent on Appropriation or Allotment of Funds.** The expenditure or advance of any money or the performance of any work by the United States or the Nation under this Lease which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any allotment of funds shall not relieve Lessee from any obligation under this Lease. No liability shall accrue to the United States or the Nation in case such funds are not appropriated or allotted.

4.25 **Taxation.** The water subject to this Lease is allocated to the Nation in partial satisfaction of the Federal reserved water rights of the Nation. In entering into this Lease, the Nation and Lessee have assumed and relied upon the fact that the water rights to which the Nation is entitled under the Nation's CAP Delivery Contract are not subject to taxation. Although it is the understanding and intent of the Nation and Lessee that such water is not subject to taxation in the first instance, to the extent that any such taxation right or power may exist, the Nation and Lessee, on a government to government basis, each agree to refrain from

imposing any tax on this Lease or the Lease Water, or any tax measured by the value of such water to be delivered under this Lease or the transportation of Lease Water under this Lease.

5. **WAIVER OF SOVEREIGN IMMUNITY** The Nation waives its sovereign immunity from suit and Lessee waives any right it may have to claim sovereign immunity or that it may not be sued under the Eleventh Amendment of the United States Constitution, in the United States District Court for the District of Arizona, on any claim or claims which Lessee and the Nation may have as against each other, which relate to the interpretation or enforcement of this Lease, and any such claim or claims shall be brought exclusively in such District Court to the extent the Court otherwise has jurisdiction. In no event shall the Nation's liability, including the reasonable costs and expenses of suit as provided in Article 6 herein, exceed the amount of the consideration paid by Lessee in accordance with Article 4.6 herein.

6. **DEFAULT** If the Nation or Lessee materially defaults under this Lease, the other Party, at any time thereafter, without further notice or demand, shall have all remedies available at law or in equity, including the right to seek specific performance of this Lease. In the event of litigation between the Nation and Lessee to enforce this Lease, the prevailing Party in such action shall be entitled to recover reasonable costs and expenses of the suit, including, without limitation, court costs, attorneys' fees and discovery costs.

7. **GENERAL PROVISIONS**

7.1 **Delegation of Responsibility.** The Nation agrees that the Secretary may delegate operational responsibilities to the Operating Agency. The Nation does not consent to the delegation to the Operating Agency of any Trust responsibility of the United States to the Nation.

7.2 **Counterparts.** This Lease may be executed in multiple counterparts, each of

which shall be considered an original and all of which, taken together, shall constitute one agreement.

7.3 **Notice.** Any notice, demand, or request authorized or required to be given or payment to be made under this Lease shall be deemed properly given or made when received by the individual(s) designated below, or five (5) days following deposit in the United States mail, postage prepaid, addressed as follows:

(a) As to the United States:

The Secretary of the Interior
Department of the Interior
1849 C Street, North West
Washington D.C. 20240

Regional Director
Western Regional Office
Bureau of Indian Affairs
2600 North Central Avenue, 4th floor
Phoenix, AZ 85004

Regional Director
Bureau of Reclamation
Lower Colorado Region
P.O. Box 61470
Boulder City, NV 89006-1470

Superintendent
Salt River Agency
Bureau of Indian Affairs
10000 East McDowell Road
Scottsdale, AZ 85256

(b) As to the Nation:

President
Fort McDowell Yavapai Nation
P.O. Box 17779
Fountain Hills, AZ 85269-7779

General Counsel
Fort McDowell Yavapai Nation
P.O. Box 17779
Fountain Hills, AZ 85269-7779

(c) As to Lessee:

For delivery use:
Central Arizona Water Conservation District
c/o General Manager
23636 North 7th Street
Phoenix, AZ 85024

For U.S. Mail use:
Central Arizona Water Conservation District
c/o General Manager
P.O. Box 43020
Phoenix, AZ 85080-3020

The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

7.4 **Governing Law.** This Lease shall be governed in accordance with applicable Federal law. To the extent that Federal law provides no controlling precedent, the Court shall apply Arizona law as its choice of law.

7.5 **Waiver.** No waiver of any breach of any of the terms or conditions of this Lease shall be construed as a waiver of any subsequent breach of the same or other terms or conditions of this Lease.

7.6 **Severability.** If any term or provision of this Lease is held to be unenforceable or invalid by a court of competent jurisdiction, that term or provision shall be severable from the remainder of this Lease and shall not affect or render invalid any other term or provision of this Lease.

7.7 **Construction and Effect.** This Lease and each of its provisions are to be construed fairly and reasonably and not strictly for or against any party hereto. The Article titles used in this Lease are for convenience only and shall not be considered in the construction of this Lease.

7.8 **Assignment Limited - Successors and Assigns Obligated.** Each of the terms and conditions of this Lease shall apply to and bind the Parties and their successors and assigns, but no assignment or transfer of this Lease or any interest therein by any party shall be valid until approved in writing by all other signatories to this Lease.

7.9 **Third-Party Beneficiaries.** There shall be no third-party beneficiaries of this Lease.

7.10 **Good Faith Negotiations.** This Lease has been negotiated in good faith and all of the Parties agree that no information exchanged or offered, or compromises made, in the course of negotiating this Lease may be used as either evidence or argument by any party to this Lease in any legal or administrative proceeding other than a proceeding for the interpretation or enforcement of this Lease.

7.11 **Further Instrument and Acts.** Each Party will, whenever and as often as it shall be requested to do so by either or both of the others, perform such acts and cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Lease.

7.12 **Refusal to Accept Delivery.** In the event Lessee fails or refuses to accept delivery of the quantity of water available for delivery to and required to be accepted by it

pursuant to this Lease, or in the event Lessee fails to submit a schedule for delivery as provided in this Lease, said failure or refusal shall not relieve Lessee of its obligation to make the payments required in this Lease including payments outlined in Article 4.6 herein to the Nation.

7.13 **Charge for Late Payments.** Lessee shall pay a late payment charge on installments or charges which are received after the due date. The late payment charge percentage rate calculated by the Department of the Treasury and published quarterly in the *Federal Register* shall be used; Provided, however, that the late payment charge percentage rate shall not be less than 0.5 percent per month. The late payment charge percentage rate applied on an overdue payment shall remain in effect until payment is received. The late payment rate for a 30-day period shall be determined on the day immediately following the due date and shall be applied to the overdue payment for any portion of the 30-day period of delinquency. In the case of partial late payments, the amount received shall first be applied to the late charge on the overdue payment and then to the overdue payment.

(Signatures Follow)

IN WITNESS WHEREOF, the Parties have executed this Lease on the dates shown below.

THE UNITED STATES OF AMERICA
BUREAU OF INDIAN AFFAIRS

By: 

Its: REGIONAL DIRECTOR

Date: 12/23/19

THE UNITED STATES OF AMERICA
BUREAU OF RECLAMATION

By: 

Its: Regional Director

Date: 01/15/2020

FORT MCDOWELL YAVAPAI NATION

By: Bernadine Brunell

Its: President

Date: 12/12/2019

ATTEST:

[Signature]
Secretary

APPROVED AS TO FORM:

[Signature]
Its: Special Counsel

**CENTRAL ARIZONA WATER
CONSERVATION DISTRICT**

By: Spina Atkins

Its: President

Date: December 4, 2019

ATTEST:

Sharon B. Negdal

APPROVED AS TO FORM:

[Signature]