UNITED STATES
DEPARTMENT OF THE INTERIOR

INTRA-AGENCY AGREEMENT BETWEEN
BUREAU OF RECLAMATION AND BUREAU OF LAND MANAGEMENT

FOR REPAYMENT OF COSTS OF
THE LOWER COLORADO WATER SUPPLY PROJECT
AND DELIVERY OF WATER
Agreement No. 8-07-30-W0375

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<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preamble</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Explanatory Recitals</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Definitions</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Term of this Agreement</td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>Delivery of Mainstream Water by Reclamation</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>Charge for Delivery of Mainstream Water</td>
<td>9</td>
</tr>
<tr>
<td>7</td>
<td>Scheduling and Reporting of Mainstream Water Deliveries</td>
<td>10</td>
</tr>
<tr>
<td>8</td>
<td>Receipt of Mainstream Water for Use on California Lands</td>
<td>11</td>
</tr>
<tr>
<td>9</td>
<td>Mainstream Water in Lieu of Project Water</td>
<td>12</td>
</tr>
<tr>
<td>10</td>
<td>Measurement of Mainstream Water</td>
<td>13</td>
</tr>
<tr>
<td>11</td>
<td>Calculation of Consumptive Use of Mainstream Water</td>
<td>13</td>
</tr>
<tr>
<td>12</td>
<td>No Guarantee of Quality of Exchange Water</td>
<td>13</td>
</tr>
<tr>
<td>13</td>
<td>Quality of Mainstream Water</td>
<td>14</td>
</tr>
<tr>
<td>14</td>
<td>Quality of Return Flow Water</td>
<td>14</td>
</tr>
<tr>
<td>15</td>
<td>First Stage Construction</td>
<td>14</td>
</tr>
<tr>
<td>16</td>
<td>Payments Due Reclamation</td>
<td>14</td>
</tr>
<tr>
<td>17</td>
<td>OM&amp;R of the Project Facilities</td>
<td>17</td>
</tr>
<tr>
<td>18</td>
<td>Administrative Responsibilities of BLM</td>
<td>18</td>
</tr>
<tr>
<td>19</td>
<td>Use of the Project by Non-Project Water Users</td>
<td>18</td>
</tr>
<tr>
<td>20</td>
<td>Rights-of-Access</td>
<td>19</td>
</tr>
<tr>
<td>21</td>
<td>Inspection of Works on BLM-Administered Land by Reclamation</td>
<td>19</td>
</tr>
<tr>
<td>22</td>
<td>General Obligation–Benefits Conditions Upon Payment</td>
<td>19</td>
</tr>
<tr>
<td>23</td>
<td>Charges for Delinquent Payments</td>
<td>19</td>
</tr>
<tr>
<td>24</td>
<td>Water and Air Pollution Control</td>
<td>20</td>
</tr>
<tr>
<td>25</td>
<td>Water Conservation</td>
<td>20</td>
</tr>
<tr>
<td>26</td>
<td>Rules, Regulations, and Determinations</td>
<td>20</td>
</tr>
<tr>
<td>27</td>
<td>Contingent On Appropriation or Allotment of Funds</td>
<td>21</td>
</tr>
<tr>
<td>28</td>
<td>Assignment Limited–Successors and Assigns Obligated</td>
<td>21</td>
</tr>
</tbody>
</table>
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<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Notices</td>
<td>21</td>
</tr>
<tr>
<td>30</td>
<td>Authorized Representatives of the Parties</td>
<td>21</td>
</tr>
<tr>
<td>31</td>
<td>Uncontrollable Forces</td>
<td>22</td>
</tr>
<tr>
<td>32</td>
<td>Development and Compilation of Records and Reports</td>
<td>22</td>
</tr>
<tr>
<td>33</td>
<td>Exhibits Made Part of this Agreement</td>
<td>22</td>
</tr>
<tr>
<td>34</td>
<td>Signature Page</td>
<td>23</td>
</tr>
</tbody>
</table>

Exhibit A
Exhibit B
Exhibit C
Exhibit D
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1. PREAMBLE: THIS INTRA-AGENCY AGREEMENT, hereinafter called "Agreement," made this 30th day of September, 1998, pursuant to the Act of Congress enacted June 17, 1902 (32 Stat. 388), and Acts amendatory thereof or supplementary thereto, and particularly pursuant to the Lower Colorado-Water Supply Act enacted November 14, 1986 (100 Stat. 3665), and the Boulder Canyon Project Act enacted December 21, 1928 (45 Stat. 1057), all of which are commonly known and referred to as Federal Reclamation law, between the BUREAU OF RECLAMATION, hereinafter called "Reclamation," represented by the Regional Director of the Bureau of Reclamation responsible for the Lower Colorado Region, and the YUMA AND LAKE HAVASU FIELD OFFICES OF THE BUREAU OF LAND MANAGEMENT, hereinafter called "BLM," represented by the officer executing this Agreement, both agencies of the Department of the Interior; Reclamation and BLM each being sometimes hereinafter individually called "Party," and both sometimes hereinafter collectively called "Parties";

WITNESSETH THAT:

2. EXPLANATORY RECITALS:

2.1 WHEREAS, a planning document entitled "Lower Colorado Water Supply Study
Planning Report/Environmental Assessment* and a Finding of No Significant Impact, FONSI
No. LC-85-5, dated July 1986, were submitted to Congress;

2.2 WHEREAS, based upon the planning document, the Lower Colorado Water Supply
Act enacted November 14, 1986, hereinafter called "Act," (which is attached as Exhibit A hereto)
authorized the Secretary of the Interior, hereinafter called "Secretary," to construct a well field with
sufficient capacity to annually supply up to 10,000 acre-feet of water to benefit persons or entities
as described in Section 2(b) of the Act and to operate and maintain said well field;

2.3 WHEREAS, in accordance with the Act, the cost for the United States to construct the
well field and the costs to operate, maintain, and replace the Project well field facilities will be borne
by the Project Water Users;

2.4 WHEREAS, in accordance with the Act, the United States, the Imperial Irrigation
District (IID), and the Coachella Valley Water District (CVWD) executed water exchange
Contract No. 2-07-30-W0277 dated May 22, 1992, which provides that an equivalent quantity of
ground water pumped from the well field constructed by the United States will be delivered into the
All-American Canal in exchange for Colorado River water diverted by Project Water Users and which
otherwise would have been delivered to IID and CVWD pursuant to their respective Colorado River
water Entitlements;

2.5 WHEREAS, in accordance with the Act, the water exchange contract provides that if
the annual overall quality of the Project well field water at the delivery point(s) would be better than
or the same as the quality of the Colorado River water at the diversion point above Imperial Dam,
the Exchange Water would be deemed to be acceptable pursuant to the terms and conditions of the
water exchange contract;

2.6 WHEREAS, the Parties desire to enter into an agreement to provide for repayment of
the Project construction costs and for payment of the operation, maintenance, replacement (OM&R)
and administration costs of the Project facilities that are allocable to BLM in return for delivery of
water to BLM-administered lands;
2.7 WHEREAS, it is the desire of the Parties to enter into an agreement to implement the provision of the Act which allows Mainstream Water consumptively used for domestic, municipal, industrial, and recreational purposes by BLM and its Lessees on California Lands shown in Exhibit B to be exchanged for an equivalent quantity of replacement ground water to be pumped by the Project into the All-American Canal;

NOW, THEREFORE, in consideration of the mutual and dependent covenants contained herein, the Parties agree as follows:

3. DEFINITIONS: For the purposes of this Agreement, the following definitions shall apply:

3.1 Act means the Lower Colorado Water Supply Act enacted November 14, 1986, which authorized the Secretary to construct, operate, and maintain the Lower Colorado Water Supply Project.

3.2 BLM is the Bureau of Land Management of the United States Department of the Interior.

3.3 California Lands are Federal lands administered by BLM and encompassed by Section 2(b) of the Act which are adjacent to the Colorado River, as shown in Exhibit B, which are administered by the Yuma and Lake Havasu Field Offices of BLM.

3.4 CRB is the Colorado River Board of California, or its successor, which represents the State of California on water and power issues related to the Colorado River in California.

3.5 Colorado River Aquifer is the aquifer that consists of permeable, partly saturated sediments and sedimentary rocks that are hydraulically connected to the Colorado River so that water can move between the Colorado River and the aquifer in response to withdrawal of water from the aquifer or differences in water-level elevations between the Colorado River and the aquifer.

3.6 Colorado River Compact means the document signed November 24, 1922, at Santa Fe, New Mexico, pursuant to an Act of Congress enacted August 19, 1921 (42 Stat. 171). The Colorado River Compact was approved in Section 13(a) of the Boulder Canyon Project Act.

3.7 Consumptive Use means diversions from the Colorado River, including diversions from
the Colorado River Aquifer, less such return flow thereto as is available for consumptive use in the United States or in satisfaction of the Mexican Water Treaty obligation.

3.8 Decree means the Decree of the Supreme Court of the United States in the case of *Arizona v. California, et al.*, entered March 9, 1964 (376 U.S. 340), as modified by the Court's Supplemental Decrees entered January 9, 1979 (439 U.S. 419), amended April 16, 1984 (466 U.S. 144), and as may be further supplemented or amended.

3.9 Domestic Use means the use of water for household, stock, municipal, mining, milling, industrial, and other like purposes including recreation, but excludes the release of water solely for generation of hydroelectrical power.

3.10 Entitlement means an authorization to beneficially use Mainstream Water pursuant to: (i) a decreed right, (ii) a contract with the United States through the Secretary, or (iii) a Secretarial Reservation of Mainstream Water.

3.11 Exhibit A is the Lower Colorado Water Supply Act enacted November 14, 1986. Exhibit A is attached hereto and by this reference is made a part of this Agreement.

3.12 Exhibit B is a map(s) showing the California Lands administered by the Yuma and Lake Havasu Field Offices. Exhibit B is attached hereto and by this reference is made a part of this Agreement.

3.13 Exhibit C is a table listing the place names, point(s) of diversion, places of water use, and the purposes of water use for the water delivered pursuant to this Agreement. Exhibit C is attached hereto and by this reference is made a part of this Agreement.

3.14 Exhibit D is the repayment schedule for BLM to repay Reclamation for BLM's obligated share of the Project, plus interest. Exhibit D is attached hereto and by this reference is made a part of this Agreement.

3.15 Exchange Water is the water pumped from the well field and delivered into the All-American Canal for delivery to IID and CVWD in lieu of Mainstream Water that would have been delivered to IID and CVWD pursuant to their respective Colorado River water Entitlements.
3.16 **First Stage** means the constructed facilities capable of delivering 5,000 acre-feet of Exchange Water.

3.17 **Functional** means having the operational capability to economically provide Exchange Water of equivalent quantity and quality to Colorado River water otherwise available to the All-American Canal as provided for by the water exchange contract.

3.18 **IDC** means interest during construction at 9.737 percent.

3.19 **Lessee** means any entity which holds a valid BLM lease, contract, or permit for the use of California Lands. For the purposes of this Agreement, Lessee shall also mean any Federal agency which subcontracts with BLM for use of a portion of BLM's Mainstream Water made available pursuant to this Agreement for use on California Lands.

3.20 **Lower Basin** means those parts of the States of Arizona, California, Nevada, New Mexico, and Utah within and from which waters naturally drain into the Colorado River below Lee Ferry and also parts of those States located outside the drainage area which are or shall hereafter be beneficially served by water diverted from the Colorado River below Lee Ferry.

3.21 **Lower Division States** means the States of Arizona, California, and Nevada.

3.22 **Mainstream Water** means the water of the Colorado River within the United States downstream of Lee Ferry and the water withdrawn from the Colorado River Aquifer which originated from the Colorado River or would be replaced by water from the Colorado River upon withdrawal, as determined by Reclamation.

3.23 **Mexican Water Treaty** means Executive A, Seventy-eighth Congress, second session, a treaty between the United States of America and the United Mexican States, signed at Washington, D.C., on February 3, 1944, relating to the utilization of the waters of the Colorado and Tijuana Rivers and of the Rio Grande River from Fort Quitman, Texas, to the Gulf of Mexico; and Executive H, Seventy-eighth Congress, second session, a protocol signed at Washington, D.C., on November 14, 1944, supplementary to the treaty.

3.24 **OPAC** means the Federal On-line Payment and Collection system.
3.25 **Operating Agency** means Imperial Irrigation District which assumed the administration of the Project and the operation, maintenance, and replacement responsibilities of the Project well field facilities pursuant to Contract No. 5-07-30-W0323 dated October 13, 1995.

3.26 **Operating Criteria** means Criteria for Coordinated Long-Range Operation of Colorado River Reservoirs which were promulgated by the Secretary pursuant to the Colorado River Basin Project Act of September 30, 1968 (Public Law 90-537), as may be amended from time to time.

3.27 **Present Perfected Right(s)** means a perfected right(s) defined by the Decree, existing as of June 25, 1929 (the effective date of the Boulder Canyon Project Act). All Present Perfected Rights are listed in the supplemental decrees entered January 9, 1979, and April 16, 1984, by the United States Supreme Court in *Arizona v. California et al.*, as amended or supplemented.

3.28 **Project** means a well field and appurtenant works with sufficient capacity to annually supply up to 10,000 acre-feet of water which will benefit persons or entities as defined in Section 2(b) of the Act.

3.29 **Project Water User** means a person or entity defined in Section 2(b) of the Act who has contracted with the Secretary for Project water.

3.30 **Reclamation** is the Bureau of Reclamation of the United States Department of the Interior.

3.31 **Return Flow Water** is Mainstream Water that has been diverted or pumped which flows or percolates back to the Colorado River or the Colorado River Aquifer for use in the United States or in satisfaction of the Mexican Water Treaty obligation in a manner approved by Reclamation.

3.32 **Section 2(b) of the Act**, which is attached as Exhibit A, defines the persons or entities that may receive the benefits of the Project and with whom the Secretary may contract.

3.33 **Secretary** means the Secretary of the Interior or a duly authorized representative.

3.34 **Surplus Water** is Mainstream Water that can be made available from time to time pursuant to applicable law or regulation for use in the State of California in excess of the State of
California's annual Consumptive Use apportionment of 4.4 million acre-feet. Surplus Water can be made temporarily available when the Secretary determines that sufficient Mainstream Water is available for release to satisfy Consumptive Use in excess of 7.5 million acre-feet in any one year in the Lower Division States pursuant to Article II(B)(2) of the Decree and Article III(3)(b) of the Operating Criteria.

3.35 Uncontrollable Force is any cause beyond the control of the Party affected. Uncontrollable forces shall include, but are not necessarily limited to, drought, Project water supply shortage, facilities failure, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority which by exercise of due diligence and foresight such Party could not have been reasonably expected to avoid.

3.36 Unused Apportionment Water is Mainstream Water that can be made temporarily available, on a year-by-year basis, when the Secretary determines that Mainstream Water apportioned to, but unused in, a Lower Division State is available for use in another Lower Division State pursuant to Article II(B)(6) of the Decree.

3.37 Water Diverted By BLM and Water Delivered To BLM means Mainstream Water diverted by BLM pursuant to this Agreement.

4. TERM OF THIS AGREEMENT:

4.1 Subject to the terms, conditions, and provisions set forth herein, this Agreement shall become effective on the date first written above and shall remain in effect until the earlier of the following occurs:

4.1.1 December 31, 2021, which is twenty-five (25) years after Reclamation declared the Project construction complete; or

4.1.2 Issuance of written notice by Reclamation that the Project is determined to be non-Functional.

4.2 BLM shall have the option to renew this Agreement for an additional term of twenty-five (25) years. Two (2) years prior to the expiration of this Agreement, the Parties shall
initiate discussions of the renewal terms and options available to BLM.

5. DELIVERY OF MAINSTREAM WATER BY RECLAMATION:

5.1 Water shall be pumped by the Project facilities into the All-American Canal in an amount not to exceed 1,150 acre-feet to offset the Consumptive Use of Mainstream Water diverted pursuant to this Agreement at the points of diversion listed in Exhibit C.

5.2 Reclamation or the Operating Agency may temporarily discontinue or reduce the amount of Exchange Water to be pumped by the Project facilities whenever such discontinuance or reduction is necessary to investigate, inspect, replace, maintain, or repair any works whatsoever which, in the opinion of Reclamation, are necessary to ensure that the Exchange Water will be in compliance with both the water quantity and quality provisions of the Act.

5.3 During the period the Project is Functional, Reclamation will deliver from available storage the quantities of Mainstream Water BLM is entitled to order and receive. Mainstream Water may be diverted by BLM directly from the surface flow or withdrawn from the Colorado River Aquifer.

5.4 The obligation of Reclamation to deliver Mainstream Water pursuant to this Agreement is subject to the following conditions:

5.4.1 Within any year, Exchange Water shall be pumped into the All-American Canal in exchange for an equal amount of Mainstream Water consumptively used on BLM-administered lands for Domestic Use only.

5.4.2 The availability of Mainstream Water for use in California pursuant to the provisions of the Colorado River Compact, the Boulder Canyon Project Act, and the Decree as now issued or hereafter modified.

5.4.3 The availability of Mainstream Water available pursuant to the Mexican Water Treaty.

5.4.4 The availability of Mainstream Water to IID and CVWD pursuant to water delivery contracts with the United States.
5.4.5 The express understanding and agreement by BLM that this Agreement is subject to the condition that Hoover Dam and Lake Mead will be used in the following manner: first, for river regulation, improvement of navigation, and flood control; second, for irrigation and Domestic Use and satisfaction of Present Perfected Rights pursuant to Article VIII of the Colorado River Compact; and third, for power. BLM further understands and agrees that this Agreement is made upon the express condition and with the express covenant that all rights hereunder will be subject to and controlled by the Colorado River Compact and that the Parties will observe and be subject to and controlled by the Colorado River Compact, the Boulder Canyon Project Act, and the in the construction, management, and operation of Hoover Dam, Lake Mead, canals and other works, and the storage, diversion, delivery, and use of water to be delivered to BLM pursuant to this Agreement.

5.4.6 The other terms, conditions, and provisions set forth in this Agreement.

5.5 Reclamation reserves the right to temporarily discontinue or reduce the amount of Mainstream Water to be diverted hereunder whenever such discontinuance or reduction is necessary to investigate, inspect, replace, maintain, or repair any works whatsoever which affect, utilize, or, in the opinion of the Secretary, are necessary for the diversion of Mainstream Water pursuant to this Agreement. As far as feasible, Reclamation will give reasonable notice in advance of such temporary discontinuance or reduction.

6. CHARGE FOR DELIVERY OF MAINSTREAM WATER: In addition to all other charges herein, a charge of twenty-five cents ($0.25) per acre-foot shall be made for Mainstream Water diverted pursuant to this Agreement and shall be paid to the United States during the Hoover Dam cost-repayment period, as determined by the Contracting Officer, as credit for partial repayment of the Federal cost to construct, operate, and maintain Hoover Dam. Thereafter, charges shall be on the basis as may be prescribed by the Congress. This charge shall be payable in advance, based upon projected diversions, and an adjustment shall be made for any overpayment or underpayment in a subsequent year, based on actual diversions. The annual charge described herein shall become due
annually on or before October 1. The twenty-five cents ($0.25) per acre-foot charge is subject to
adjustment by Reclamation upon providing written notice to BLM. If BLM increases the water
schedule pursuant to Section 7 herein, the additional charge will be payable with the submittal of the
amended schedule.

7. SCHEDULING AND REPORTING OF MAINSTREAM WATER DELIVERIES: All
schedules and reports for Mainstream Water deliveries shall be on forms to be supplied or approved
by Reclamation, unless exempted or otherwise directed by Reclamation. All schedules and reports
shall be submitted to either Reclamation or to the Operating Agency.

7.1 BLM shall provide a written annual Mainstream Water diversion schedule and monthly
and annual reports in accordance with the following provisions.

7.1.1 BLM shall provide an annual written schedule for Mainstream Water that is
to be delivered pursuant to this Agreement. Said schedule shall include monthly schedules of the
amounts of Mainstream Water that will be diverted at each point of diversion as listed in Exhibit C for
the following year. The schedule shall also include the rate and frequency of flow of each diversion
if Reclamation determines that it can be reasonably determined. The schedule shall be provided on
or before October 1 for the following year.

7.1.2 BLM shall amend its annual Mainstream Water delivery schedule in writing
and send the amendment to Reclamation whenever BLM determines that the previously submitted
schedule needs to be amended because a different quantity of water than that previously scheduled
(or scheduled by amendment) could be put to beneficial use.

7.2 BLM shall maintain a monthly record of Mainstream Water diversions at each point of
diversion and file a full written report of the volume of Mainstream Water diverted at each point of
diversion listed in Exhibit C for the preceding month, on or before the fifteenth (15th) day of the
month following the diversion.

7.3 BLM shall maintain a monthly record of Return Flow Water delivered at each point of
return and file a complete written report of the volume of Return Flow Water at each point of return
for the preceding month, on or before the fifteenth (15th) day of the month following the delivery.

7.4 On or before the twentieth (20th) day of January, BLM shall file with Reclamation a complete written report showing the volume of Mainstream Water diverted at each point of diversion and the volume of Return Flow Water delivered at each point of return during the previous year.

7.5 In the event that Mainstream Water is withdrawn from wells that are not metered, BLM shall submit for Reclamation's review and approval a written proposal showing the customary and standard engineering practices BLM plans to implement to estimate the volume of water withdrawn from each unmetered well. If the proposal is acceptable, Reclamation shall give written approval of BLM's method to determine the estimated use.

7.6 The diversion of any Mainstream Water not previously scheduled and paid for in advance by BLM in accordance with the provisions of this Agreement or the diversion in any calendar year of any Mainstream Water in excess of the scheduled quantity of water available pursuant to this Agreement may be deemed to constitute a material breach of this Agreement as well as interference with the performance of the Secretary's functions and responsibilities pursuant to the Colorado River Compact, the Boulder Canyon Project Act, and the Decree, as well as the functions and obligations of the United States arising from the Mexican Water Treaty. In the event Reclamation determines that BLM's action constitutes a breach of this Agreement, BLM shall be informed in writing of appropriate appeal procedures.

8. RECEIPT OF MAINSTREAM WATER FOR USE ON CALIFORNIA LANDS:

8.1 The Consumptive Use amounts of Mainstream Water diverted or pumped pursuant to this Agreement shall not exceed 1,150 acre-feet annually and shall be delivered at such surface flow point(s) and/or wells as shown in Exhibit C. BLM's diversions shall include activities on the Colorado River system which increase the surface area and increase evaporative or other losses which result in a net increase in the Consumptive Use of Mainstream Water.

8.2 BLM shall receive the Mainstream Water to be delivered by Reclamation pursuant to this Agreement at the diversion point(s) shown in Exhibit C and shall perform all acts required by law
or custom in order to maintain control over such water and to secure and maintain the water's lawful
and proper diversion from the Colorado River.

8.3 BLM retains the right to determine the distribution of Mainstream Water delivered pursuant to this Agreement on California Lands administered by BLM. The use of Mainstream Water by BLM Lessees is a temporary privilege granted by BLM and can not be retained or assigned by a Lessee.

8.4 BLM understands and agrees that Reclamation's interest in the wells which withdraw Mainstream Water by underground pumping is limited to accounting for the quantities and use of Mainstream Water pumped pursuant to the provisions of this Agreement.

8.5 Unless exempted by Reclamation, BLM shall install and maintain in a manner satisfactory to Reclamation all turnouts, gates, checks, pumps, pipelines, equipment, meters, and appurtenances of whatever nature necessary to divert, pump, and transport the Mainstream Water delivered by Reclamation from the point(s) of diversion to the places of use.

8.6 The diversion and conveyance of Mainstream Water by BLM to the places of use shall be without any expense to or obligation of Reclamation.

9. MAINSTREAM WATER IN LIEU OF PROJECT WATER: During periods when the Secretary determines that Surplus Water or Unused Apportionment Water is available, Reclamation may determine that Surplus Water or Unused Apportionment Water may be used in lieu of water pumped from the Project facilities. The substitution of Surplus Water or Unused Apportionment Water for the Project shall be at the discretion of Reclamation and may be used to replace all or a portion of the Project water that would be pumped on behalf of BLM; Provided, however, That nothing in this Agreement shall diminish BLM's right to use the 1,000 acre-feet of Consumptive Use water reserved by the Secretary on August 30, 1973, for use on federally owned lands in California administered by BLM. In the event that Reclamation determines that the Project is non-Functional, BLM shall be offered a permanent Surplus Water agreement with a priority date of the date set forth in Section 1 herein to replace the Mainstream Water provided pursuant to this Agreement.
10. **MEASUREMENT OF MAINSTREAM WATER:**

10.1 Unless exempted by Reclamation, or as otherwise provided in subsection 7.5 herein, all Mainstream Water diverted and/or pumped by BLM shall be measured at the diversion and/or well sites by measuring devices acceptable to Reclamation.

10.2 All measuring and controlling devices or automatic gages shall be furnished, installed, and maintained in a manner satisfactory to Reclamation and without any expense to Reclamation.

10.3 If for any reason the measuring devices shall, in the opinion of Reclamation, fail to operate satisfactorily, Reclamation will determine from the best information available the amount of Mainstream Water received on California Lands pursuant to this Agreement.

10.4 Reclamation may inspect the measuring devices to determine the accuracy and the condition of the measuring devices. The expense of the inspection shall be paid by BLM within thirty (30) days following receipt of a bill for collection from Reclamation. If the measuring devices are found to be defective or inaccurate, BLM shall, within thirty (30) days after notification by Reclamation, make any and all necessary repairs to or replacement of the measuring devices. If the necessary repairs or replacements are not made within thirty (30) days, Reclamation may cause the repairs to be made and Reclamation will bill BLM on the OPAC system for the repairs or replacements. Reclamation shall provide BLM an itemized statement thirty (30) days in advance of the OPAC billing.

11. **CALCULATION OF CONSUMPTIVE USE OF MAINSTREAM WATER:** The method to calculate the Consumptive Use of Mainstream Water shall be determined by Reclamation after consultation with BLM and representatives of IID, CVWD, and CRB.

12. **NO GUARANTEE OF QUALITY OF EXCHANGE WATER:** The quality of the Exchange Water is not guaranteed. Neither Reclamation nor the Operating Agency assumes responsibility with respect to the quantity or quality of Exchange Water the Project is able to produce. Reclamation and the Operating Agency are under no obligation to construct or furnish water treatment facilities to maintain or better the quality of the Exchange Water. However, the quality of the Exchange Water
pumped by the Project must be equivalent to the Colorado River water that would otherwise be
diverted into the All-American Canal. If Reclamation determines that the quality of the Exchange
Water is poorer quality water than the Colorado River water that would have been delivered above
Imperial Dam and such water is not acceptable to IID and CVWD, Exchange Water would not be
delivered to the All-American Canal and Reclamation may direct the Project Water Users, including
BLM, to cease the diversion of Mainstream Water.

13. QUALITY OF MAINSTREAM WATER: Reclamation does not warrant the quality of the
Mainstream Water delivered to BLM and its Lessees and is under no obligation to construct or
furnish water treatment facilities to maintain or improve the quality of water.

13.1 The operation and maintenance of Reclamation-administered Federal facilities shall be
performed in such manner as is practicable to maintain the quality of raw Mainstream Water made
available through such facilities at the highest level reasonably attainable as determined by
Reclamation.

13.2 Mainstream Water shall be delivered without treatment of any kind and without any
warranty whatsoever by Reclamation as to the quality or fitness of Mainstream Water.

14. QUALITY OF RETURN FLOW WATER:

14.1 BLM shall assume full responsibility for the quality of Return Flow Water stemming
from the Mainstream Water diverted pursuant to this Agreement and shall comply with all applicable
Federal and State of California water quality laws, regulations, codes, and standards.

14.2 BLM shall obtain all required discharge permits from appropriate Federal and State of
California agencies and shall operate and maintain suitable water treatment and discharge facilities
to achieve full compliance with such permits.

15. FIRST STAGE CONSTRUCTION: The First Stage was constructed with a capacity of
5,000 acre-feet per year and was determined complete on October 1, 1996.

16. PAYMENTS DUE RECLAMATION: BLM shall make a reservation of funds to reimburse
Reclamation for costs which are allocable to BLM pursuant to this Agreement. Reclamation will bill
BLM on the OPAC system for the construction costs allocable to BLM pursuant to this Agreement.

Reclamation shall provide BLM an itemized statement thirty (30) days in advance of the OPAC billing.

16.1 **Annual Administrative Charge.**

16.1.1 Upon execution of this Agreement and annually thereafter on or before December 1, BLM shall make an annual reservation of funds to cover Reclamation's costs to administer this Agreement and BLM's allocated share of the Federal costs to provide services to users of Colorado River water in the Lower Basin. The current annual charge is five hundred dollars ($500), which shall be the minimum annual charge.

16.1.2 The annual administrative charge includes Reclamation's anticipated costs to routinely perform the tasks necessary to administer this Agreement and maintain waterways and diversion facilities, schedule water deliveries, monitor and forecast Mainstream Water demand and use, prepare and maintain complete records of Mainstream Water use in accordance with Article V of the Decree, carry out the unauthorized use program, ensure environmental compliance, and perform other associated activities.

16.1.3 Reclamation may revise the annual administrative charge, but only after three (3) months' advance written notice, if Reclamation determines that a different charge is necessary to cover the Federal costs to cover the activities listed in paragraph 16.1.2 herein. BLM will be provided with a cost analysis supporting the administrative charge adjustment.

16.2 **First Stage Construction Repayment Obligation.** The total First Stage construction cost is nine hundred eighty-three thousand five hundred sixty-five dollars and eighty-three cents ($983,565.83), including IDC. As this Agreement provides for BLM's entitlement to 23 percent of the First Stage capacity, the First Stage construction cost allocable to BLM is two hundred twenty-six thousand two hundred twenty dollars and fourteen cents ($226,220.14). Exhibit D shows BLM's current First Stage construction repayment arrangements.

16.2.1 BLM shall repay its First Stage construction costs in accordance with
Exhibit D. BLM shall have the option of making a lump-sum payment to Reclamation to retire the entire repayment obligation including all interest as of the date of the lump-sum payment.

16.2.2 The obligation of BLM to reimburse Reclamation for its allocated share of the First Stage Project facilities construction costs shall not be absolved if the Project is determined to be non-Functional in accordance with the limitations set forth in the Act.

16.3 Annual Project Operation, Maintenance, and Replacement (OM&R) Costs. Payment of the annual OM&R costs shall become due annually on or before December 1 for the following year and will be based upon the Operating Agency's projected cost of operating the Project facilities during the following year and Reclamation's administrative costs. BLM shall either reserve that amount for Reclamation's OPAC transaction or, at the direction of Reclamation, make such payment to the Operating Agency, based on budgets developed by the Operating Agency and approved by Reclamation.

16.3.1 Adjustments will be made in OM&R budgets by the Operating Agency or Reclamation to reflect actual OM&R costs and actual deliveries of water in the preceding calendar year.

16.3.1.1 If the amount budgeted by the Operating Agency in any year is insufficient to provide for the OM&R of the Project, the Operating Agency will have the right to submit a revised budget in the same manner as the original budget. BLM agrees to reserve or pay, as the case may be, its share of any additional OM&R costs within thirty (30) days of the notice from Reclamation or the date of bill for collection from the Operating Agency.

16.3.1.2 If the amount budgeted by the Operating Agency in any year leaves a surplus at the end of the year, BLM shall receive a credit for the next year's OM&R payment.

16.3.2 The OM&R budget will include a rate component which will be sufficient to replace the Project facilities every fifteen (15) years. The replacement cost component will be placed in an interest-bearing account by the Operating Agency. All interest earned by this account will be utilized to replace Project facilities or repair damages caused by an Uncontrollable Force. If this
Agreement is terminated in accordance with subsection 4.1.2 herein, the portion of replacement cost component funds and any accrued interest credited to BLM would first be applied to BLM's outstanding repayment obligation, and any excess would be returned to BLM. BLM agrees that Reclamation is not responsible for funding replacement of the Project facilities.

16.3.3 The variable component of the OM&R charge (the cost of power and operation labor) will be allocated by the Operating Agency among the Project Water Users on the basis of the amount of water ordered by the Project Water User for the following year and reflect current estimated power and labor costs. Fixed OM&R costs (maintenance and replacement costs), also subject to adjustment, will be distributed to the Project Water Users on the basis of the amount of capacity contracted for by each Project Water User. Initial fixed OM&R charges are anticipated to be about $10.60 per acre-foot of capacity and the initial variable OM&R cost component is anticipated to be about $3.00 per acre-foot of water pumped.

16.4 Other Fees and Charges. BLM may be assessed a fee or charge to compensate Reclamation for expenses reasonably incurred by Reclamation for non-routine, non-recurring activities related to this Agreement as listed in paragraph 16.1.2 herein.

16.4.1 Reclamation shall not undertake any activities requested by BLM which would obligate BLM to pay another fee or charge without first consulting with BLM about the scope of the work and providing a cost estimate to perform those activities.

16.4.2 For activities performed for the benefit of Lower Basin Mainstream Water users, BLM's fee or charge shall be based upon BLM's allocated share of the Federal costs associated with the activities.

17. OM&R OF THE PROJECT FACILITIES: Reclamation has contracted with the Operating Agency for OM&R of the Project facilities. The Operating Agency will submit an operating budget in advance of each calendar year for the OM&R costs of the Project. The budget will be subject to review and approval by Reclamation; Provided, however, That BLM shall have an opportunity to review the budget before it is approved by Reclamation.
18. **ADMINISTRATIVE RESPONSIBILITIES OF BLM:**

18.1 Pursuant to Departmental Manual 613, BLM has the administrative responsibility for its Lessees on California Lands. BLM agrees that it shall submit in a timely manner, on behalf of itself and its Lessees, all required water schedules, water reports, and other required information requested by Reclamation and shall reserve the amounts for all charges and fees.

18.2 BLM shall levy all necessary charges and fees and shall use all of the authority and resources available to BLM to collect the charges and fees from its Lessees necessary to meet its obligations pursuant to this Agreement on or before the date such payments become due.

18.3 Any environmental documentation or review performed by Reclamation that is required for BLM or a BLM Lessee to receive Mainstream Water pursuant to this Agreement shall be at the cost of BLM or its Lessees.

19. **USE OF THE PROJECT BY NON-PROJECT WATER USERS:** BLM recognizes that Reclamation may construct the Project to its full capacity as defined in the Act, even though such construction may not be for the benefit of persons or entities described in Section 2(b) of the Act. In that event, Reclamation's approval of full Project-capacity construction and Project use would be granted under the following conditions only.

19.1 Reclamation is satisfied that use by non-Project entities would not have negative impacts on the authorized Project Water Users.

19.2 No right to the recurrent use of Project water shall accrue to the non-Project Water Users by reason of the use thereof.

19.3 As users within the Project statutory service area have need for additional water up to the maximum amount authorized by the Act, capacity will be withdrawn from those users located outside the Project statutory service area and made available for use within the Project statutory service area. If the withdrawn capacity has been constructed with funds provided by a non-Federal entity, the withdrawal shall be contingent on compensation of that entity for its investment to the satisfaction of Reclamation.
20. RIGHTS-OF-ACCESS: BLM hereby grants a right of access to Reclamation and its authorized
2 employees, agents, subcontractors, successors, or assigns to enter any Federal BLM-administered
3 lands for the purposes of inspecting and checking any Mainstream Water and Return Flow Water
4 facilities.

21. INSPECTION OF WORKS ON BLM-ADMINISTERED LAND BY RECLAMATION:
Reclamation, its employees, agents, subcontractors, successors, or assigns shall at all times have the
right to inspect all works on BLM-administered California Lands related to the diversion, processing,
storage, and distribution of Mainstream Water and Return Flow Water facilities.

22. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT:
22.1 The obligation of BLM to reimburse Reclamation as provided in this Agreement is a
general obligation of BLM. BLM shall utilize all resources available to BLM to ensure that BLM has
sufficient revenues to meet its obligations pursuant to this Agreement and to make in full all payments
to Reclamation on or before the dates such payments become due.

22.2 The payment of charges becoming due hereunder is a condition precedent to receiving
benefits under this Agreement.

23. CHARGES FOR DELINQUENT PAYMENTS:
23.1 BLM shall be subject to interest, administrative, and penalty charges on delinquent
installments or payments. When a payment is not received by the due date, BLM shall pay an interest
charge for each day the payment is delinquent beyond the due date. When a payment becomes sixty
(60) days delinquent, BLM shall pay an administrative charge to cover additional costs of billing and
processing the delinquent payment. When a payment is delinquent ninety (90) days or more, BLM
shall pay an additional penalty charge of six (6) percent per year for each day the payment is
delinquent beyond the due date. Further, BLM shall pay any fees incurred for debt collection services
associated with a delinquent payment.

23.2 The interest charge rate shall be the greater of the rate prescribed quarterly in the
Federal Register by the Department of the Treasury for application to overdue payments, or the
interest rate of one-half (0.5) percent per month prescribed by Section 6 of the Reclamation Project
Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and
remain fixed for the duration of the delinquent period.

23.3 When a partial payment on a delinquent account is received, the amount received shall
be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and
finally to the overdue payment.
24. **WATER AND AIR POLLUTION CONTROL:** BLM, in carrying out the provisions of this Agreement, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of California and shall obtain all required permits or licenses from the appropriate Federal, state, or local authorities.

25. **WATER CONSERVATION:** Within one (1) year after the date first written above, unless exempted by Reclamation, BLM shall develop an effective water conservation program acceptable to Reclamation, for delivery of the Mainstream Water provided pursuant to this Agreement. The water conservation program shall take into consideration applicable State of California laws and contain definite water conservation objectives, appropriate economically feasible water conservation measures, time schedules for meeting those objectives, and other pertinent information requested by Reclamation. At subsequent five- (5-) year intervals, BLM shall update its water conservation plan by submitting to Reclamation for review information regarding the effectiveness and status of the plan. The information should include: (1) an evaluation of water conservation accomplishments in the previous five (5) years; (2) a discussion of future water conservation opportunities; and (3) revised or new water conservation objectives, measures, and time schedules. Based on the conclusions from the review, and pursuant to consultation with Reclamation, BLM shall continue or revise the existing water conservation program as determined by Reclamation, in accordance with applicable Federal Regulations. Upon request from BLM, Reclamation shall provide assistance to BLM regarding the elements of an effective water conservation program and the program review report.

26. **RULES, REGULATIONS, AND DETERMINATIONS:**

26.1 The Parties agree that the delivery of Mainstream Water or the use of Federal facilities pursuant to this Agreement is subject to Federal Reclamation law, as amended and supplemented, and any rules and regulations promulgated by the Secretary under Federal Reclamation law.

26.2 Reclamation shall have the right to make determinations necessary to administer this Agreement that are consistent with the expressed and implied provisions of this Agreement, the laws
of the United States and the State of California, to the extent that such laws are not inconsistent with
the laws and regulations of the United States. Such determinations shall be made in consultation with
BLM, and BLM shall be provided an opportunity to review and appeal a determination pursuant to
applicable appeal procedures.

26.3 If the Secretary adopts any regulations for the administration of Mainstream Water in
the Lower Basin or for the assessment and collection of fees for Entitlements in the Lower Basin, the
terms, definitions, or provisions of said regulations or assessments shall automatically apply to this
Agreement without any need to renegotiate this Agreement.

27. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS: The expenditure
or advance of any money or the performance of any obligation by the United States under this
Agreement shall be contingent upon appropriation or allotment of funds. Absence of appropriation
or allotment of funds shall not relieve BLM's Lessees from any obligations under this Agreement.
No liability shall accrue to the United States in case funds are not appropriated or allotted.

28. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED: The provisions
of this Agreement shall apply to and bind the successors and assigns of the Parties, but no assignment
or transfer of this Agreement or any right or interest therein shall be valid until approved in writing
by the Parties.

29. NOTICES: Any notice, demand, or request authorized or required by this Agreement shall be
debemed to have been given, on behalf of any Party, when mailed, postage prepaid, or delivered to the
other Party at the following addresses:

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

29.2 Field Manager
Yuma Field Office
Bureau of Land Management
2555 Gila Ridge Road
Yuma, Arizona 85365-2240

Field Manager
Lake Havasu Field Office
Bureau of Land Management
2610 Sweetwater Avenue
Lake Havasu City, Arizona 86406-8594

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

30. AUTHORIZED REPRESENTATIVES OF THE PARTIES: Each Party, by written notice to
the other, shall designate the representatives who are authorized to act in its behalf with respect to
those matters contained herein which are the functions and responsibilities of the authorized representatives. Either Party may change the designation of its authorized representative by written notice.

31. **UNCONTROLLABLE FORCES:** No Party shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling the obligation set forth in this Agreement by reason of an Uncontrollable Force. Any Party rendered unable to fulfill any obligation by reason of an Uncontrollable Force shall exercise due diligence to remove such inability with all reasonable dispatch.

32. **DEVELOPMENT AND COMPILATION OF RECORDS AND REPORTS:**

32.1 BLM shall make full and complete annual written reports to Reclamation on forms to be designated, supplied, or otherwise approved by Reclamation covering all Mainstream Water and Return Flow Water.

32.1.1 Unless exempted by Reclamation, such reports shall include accurate and complete monthly data on all matters pertaining to this Agreement for the preceding year including, but not limited to the following information: Mainstream Water and Return Flow Water financial transactions; Mainstream Water supply data; water facilities operation; maintenance and replacement logs of Mainstream Water and Return Flow Water facilities; quantities of Return Flow Water from drain and waste ditches or pipes; land and right-of-way use agreements; land-use, land ownership, land-leasing, and water-use data.

32.1.2 The annual report shall be submitted to Reclamation on or before the 20th day of January, or on such date as Reclamation may otherwise request in writing.

32.2 Subject to applicable Federal laws and regulations, each Party shall have the right during normal office hours to examine and make copies of the other Party's books and records relating to matters covered by this Agreement. Reclamation shall also have the right to examine and make copies of the records maintained by BLM Lessees relating to Mainstream Water and Return Flow Water.

33. **EXHIBITS MADE PART OF THIS AGREEMENT:** Inasmuch as the Act, the location of the California Lands Administered by the Yuma and Lake Havasu Field Offices of BLM which are
eligible to use Mainstream Water pursuant to this Agreement, the point(s) of diversion, the places of
water use, and the purposes of water use may change during the term of this Agreement, they will
be set forth on the exhibits as formulated or modified from time to time. The initial Exhibits A, B,
C, and D are attached hereto, and each is incorporated into this Agreement in accordance with its
respective provisions until superseded by a subsequent exhibit.

IN WITNESS WHEREOF, the Parties have caused this Agreement No. 8-07-30-W0375 to be
executed the day and year first written above.

LEGAL REVIEW AND APPROVAL

BUREAU OF RECLAMATION

By Katherine Verburg
Field Solicitor
Phoenix, Arizona

By Richard Link
ACTING Regional Director
Lower Colorado Region

BUREAU OF LAND MANAGEMENT

By
State Director
LOWER COLORADO WATER SUPPLY ACT

1. This Exhibit A, made this 30th day of September, 1998, to be effective under and as a part of Intra-Agency Agreement No. 8-07-30-W0375, hereinafter called "Agreement," shall become effective on the date set forth in Section 1 of the Agreement and shall remain in effect until superseded by another Exhibit A; Provided, That this Exhibit A or any superseding Exhibit A shall terminate by the termination of the Agreement.

An Act the "Lower Colorado Water Supply Act".

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. AUTHORIZATION.

(a) The Secretary of the Interior is authorized to construct, operate, and maintain the Lower Colorado Water Supply Project, California, in order to supply water for domestic, municipal, industrial, and recreational purposes only: Provided, That, the Secretary is hereby authorized, in his discretion, to contract with non-Federal interests for the care, operation, and maintenance of all or any part of the project works, subject to such rules and regulations as he may prescribe. Such project shall be constructed in stages as increases in demand warrant and substantially in accordance with the plans set forth in the document entitled "Lower Colorado Water Supply Study, California" (December 1985): Provided, That the Secretary is prohibited from constructing facilities with a total capacity in excess of ten thousand acre-feet per annum under authority of this Act.

(b) (1) The Secretary is further authorized to enter into exchange contracts and take such actions as the Secretary deems appropriate to facilitate a water exchange agreement between non-Federal interests and those interests designated in section 2(b) of this Act in which such non-Federal interests agree to exchange a portion of their rights to divert water from the Colorado River for an equivalent quantity and quality of groundwater to be withdrawn from a well field located in the Sand Hills area, Imperial County, California.

(2) The Secretary is prohibited from executing any contracts under the authority of subsection (b)(1) of this section until such contracts have been submitted to the Committee on Interior and Insular Affairs of the House of Representatives and to the Committee on Energy and Natural Resources of the Senate and ninety calendar days have elapsed.
SEC. 2. REPAYMENT OF COSTS.

(a) The Secretary is prohibited from obligating or expending any of the funds authorized to be appropriated by section 3 of this Act until —

(1) a study has been completed, and submitted to the appropriate committees of the Congress, allocating among the Federal and non-Federal beneficiaries the capital costs and the costs of operating, maintaining, and replacing the project authorized by section 1 of this Act;

(2) the Secretary has entered into a contract or contracts with non-Federal interests for repayment of the capital costs, plus interest, as determined by the Secretary of the Treasury, as of the beginning of the fiscal year in which the contract is executed on the basis of the average market yields on outstanding marketable obligations of the United States with remaining periods to maturity comparable to the applicable reimbursement period of the project, adjusted to the nearest one-eighth of 1 per centum, allocated to non-Federal interests for domestic, municipal, industrial, and recreational purposes as identified in the cost allocation study prepared under subsection (a)(1):

Provided, That the terms and provisions of such contracts and repayment shall be governed by the provisions of the Water Supply Act of 1958 which were in effect on January 1, 1986;

(3) the Secretary has entered into a contract or contracts with non-Federal interests for payment of 100 per centum of the costs allocated to such non-Federal interests for the operation, maintenance, and replacement of the project on a current basis; and

(4) the Secretary has transmitted to Congress the final planning report/environmental assessment on the Lower Colorado Water Supply Project.

(b) Any contracts executed by the Secretary to fulfill the requirements of subsections (a)(2) and (a)(3) of this section must be with persons, or Federal or non-Federal governmental entities whose lands or interests in lands are located adjacent to the Colorado River in the State of California who do not hold rights to Colorado River water or whose rights are insufficient to meet their present or anticipated future needs, as determined by the Secretary. Such persons, or Federal or non-Federal governmental entities shall include the City of Needles, the town of Winterhaven, and other domestic, municipal, industrial, and recreational water users along the Colorado River in the State of California.
SEC. 3. AUTHORIZATION OF APPROPRIATIONS.

There are authorized to be appropriated for the construction through September 30, 1993, of the Lower Colorado Water Supply Project the sum of $1,800,000 plus or minus such amounts, if any, as may be justified by reason or ordinary costs indices applicable to the types of construction involved therein and in addition thereto such sums as may be required for operation, maintenance and replacement of that portion of the project used to supply domestic, municipal, industrial, or recreational water supplies for lands managed by the Federal Government. No funds are authorized to be appropriated for payment of the operation, maintenance, or replacement costs allocated to non-Federal beneficiaries as determined by the study undertaken under authority of section 2(a)(1).

SEC. 4. CONTRIBUTION OF CONSTRUCTION COSTS.

The Secretary is authorized to accept monetary contributions from the City of Needles and other incorporated cities for the construction of project features of the Lower Colorado Water Supply Project allocated to the provision of water supplies to the city of Needles and other incorporated cities: Provided, That, such contributions shall be credited towards the reimbursable costs to be repaid by the city of Needles and other incorporated cities pursuant to the contracts entered into pursuant to section 2 of this Act. Such contributions by the city of Needles and other incorporated cities shall be contributed during the construction of the appropriate project features and shall constitute 20 percent of the costs of such project features allocated to the city of Needles and other incorporated cities for repayment.

SEC. 5. SAVINGS PROVISION.

Nothing contained in this Act shall be construed to alter, repeal, modify, interpret, or be in conflict with the provisions of the Colorado River Compact (45 Stat. 1057), the Water Treaty of 1944 with the United Mexican States (Treaty Series 994, 59 Stat. 1219), the decree entered by the Supreme Court of the United States in Arizona against California, and others (376 U.S. 340), the Boulder Canyon Project Act (45 Stat. 1057), the Boulder Canyon Project Adjustment Act (54 Stat. 774; 43 U.S.C. 618a), or the Colorado River Basin Project Act (82 Stat. 885; 43 U.S.C. 1501). Nor shall any provision of this Act —

(a) affect the rights or jurisdictions of the United States, the States, Indian tribes, or other entities over water of any river or streams or over any ground water resources, or

(b) otherwise be construed to alter or establish the respective rights of States, the United States, Indian tribes, or any person with respect to any water or water-related right.
1. This Exhibit B, made this 30th day of September, 1998, to be effective under and as a part of Intra-Agency Agreement No. 8-07-30-W0375, hereinafter called "Agreement," shall become effective on the date set forth in Section I of the Agreement and shall remain in effect until superseded by another Exhibit B; Provided, That this Exhibit B or any superseding Exhibit B shall terminate by the termination of the Agreement.

2. The first map is a map showing the general area in which the California Lands under the administration of BLM's Yuma Field Office are located. These lands are eligible to receive Project water.

3. The second map is a map showing the general area in which the California Lands under the administration of BLM's Lake Havasu Field Office are located. These lands are eligible to receive Project water. The Arizona lands as shown on the map are not eligible to receive Project water pursuant to the Agreement.
2. Black Meadow Landing Resort  
4. Sunshine Resort  
5. River Lodge Resort  
6. Quail Hollow Day Use Area  
7. Big Bend Resort  
8. Echo Lodge Resort  
10. Bullfrog Day Use Area  
12. Windmill Resort  
13. Empire Landing Campground  
14. Rite Spot  
15. Rock House Boat Ramp  
16. Rio Del Colorado  
18. Desert Riviera Resort  
19. Emerald Cove Campground  
20. River Land Resort

1. Cattail Cove State Park  
3. Havasu Springs Resort  
9. Buckskin Mountain State Park  
11. La Paz County Park  
17. Patria Flats Day Use Area

Legend:
- California
- Arizona

scale: 0.5 1 1.5 Miles

Direction:
- N
- S
- E
- W
Legend

1. Harvey's Fishing Hole
2. BLM Wildlife Project
3. BLM Wildlife Project
4. Davis Lake
5. Walter's Camp
6. BLM Wildlife Project
7. Ferguson Lake
8. BLM Wildlife Project
9. BLM Wildlife Project
10. South Mesa (Potable)
11. Senator Wash Boat Ramp
12. North Shore Senator Wash OVH Area
13. Squaw Lake (Irrigation)
PLACE NAMES, POINT(S) OF DIVERSION, PLACES OF WATER USE, AND PURPOSES OF WATER USE

1. This Exhibit C, made this 30th day of September, 1998, to be effective under and as a part of Intra-Agency Agreement No. 8-07-30-W0375, hereinafter called "Agreement," shall become effective on the date set forth in Section 1 of the Agreement and shall remain in effect until superseded by another Exhibit C; Provided, That this Exhibit C or any superseding Exhibit C shall terminate by the termination of the Agreement.

2. The place names, point(s) of diversion, places of water use, and purposes of water use for the water delivered pursuant to the Agreement are listed in the following table.
<table>
<thead>
<tr>
<th>PLACE NAMES</th>
<th>POINT(S) OF DIVERSION AND PLACES OF WATER USE</th>
<th>PURPOSES OF WATER USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harvey's Fishing Hole</td>
<td>T. 9 S., R. 22 E., sec. 9, lot 12</td>
<td>Recreation Lease</td>
</tr>
<tr>
<td>(Sportsman's Paradise)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BLM Wildlife Project</td>
<td>T. 9 S., R. 22 E., sec. 9, NW ¼SW ¼NE ¼</td>
<td>Wildlife/Recreation</td>
</tr>
<tr>
<td>BLM Wildlife Project</td>
<td>T. 9 S., R. 21 E., sec. 13, NE ¼SW ¼SW ¼</td>
<td>Wildlife/Recreation</td>
</tr>
<tr>
<td>Davis Lake</td>
<td>T. 10 S., R. 21 E., sec. 14, lot 4</td>
<td>Wildlife/Recreation</td>
</tr>
<tr>
<td>Walter's Camp</td>
<td>T. 11 S., R. 22 E., sec. 6, lot 17</td>
<td>Concession</td>
</tr>
<tr>
<td>BLM Wildlife Project</td>
<td>T. 11 S., R. 22 E., sec. 20, SW ¼SE ¼SW ¼</td>
<td>Wildlife/Recreation</td>
</tr>
<tr>
<td>Ferguson Lake</td>
<td>T. 14 S., R. 23 E., sec. 1, W ¼NE ¼</td>
<td>Wildlife/Recreation</td>
</tr>
<tr>
<td>BLM Wildlife Project</td>
<td>T. 14 S., R. 24 E., sec. 9, SW ¼SW ¼SW ¼</td>
<td>Wildlife/Recreation</td>
</tr>
<tr>
<td>BLM Wildlife Project</td>
<td>T. 14 S., R. 24 E., sec. 32, NW ¼SE ¼SW ¼</td>
<td>Wildlife/Recreation</td>
</tr>
<tr>
<td>BLM Wildlife Project</td>
<td>T. 14 S., R. 24 E., sec. 32, NW ¼SE ¼SW ¼ AND sec. 33, NW ¼SW ¼</td>
<td>Wildlife/Recreation</td>
</tr>
<tr>
<td>South Mesa (Potable)</td>
<td>T. 15 S., R. 24 E., sec. 6, SW ¼NW ¼</td>
<td>Recreation</td>
</tr>
<tr>
<td>Senator Wash Boat Ramp</td>
<td>T. 15 S., R. 24 E., sec. 6, SW ¼NW ¼</td>
<td>Recreation</td>
</tr>
<tr>
<td>North Shore Senator Wash OHV Area</td>
<td>T. 15 S., R. 24 E., sec. 6, SW ¼NW ¼</td>
<td>Recreation</td>
</tr>
<tr>
<td>Squaw Lake (Irrigation)</td>
<td>T. 15 S., R. 24 E., sec. 5, NE ¼NW ¼</td>
<td>Recreation</td>
</tr>
</tbody>
</table>

**LAKE HAVASU FIELD OFFICE**

<table>
<thead>
<tr>
<th>PLACE NAMES</th>
<th>POINT(S) OF DIVERSION AND PLACES OF WATER USE</th>
<th>PURPOSES OF WATER USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black Meadow Landing Resort</td>
<td>T. 3 N., R. 26 E., sec. 13, portion of NE bounded on North by water’s edge, NESE, SESENW, NENESW AND T. 3 N., R. 27 E., sec. 18, lots 2 &amp; 3, S ¼NW, N ¼SW, bounded on E. and N. by water’s edge for a total of 272.6 acres</td>
<td>Concession</td>
</tr>
<tr>
<td>Sunshine Resort</td>
<td>T. 2 N., R. 27 E., sec. 10, portion lot 8 sec. 15, portion lot 4 for a total of 10.3 acres</td>
<td>Concession</td>
</tr>
</tbody>
</table>

Exhibit C - Page 2
<table>
<thead>
<tr>
<th>PLACE NAMES</th>
<th>POINT(S) OF DIVERSION AND PLACES OF WATER USE</th>
<th>PURPOSES OF WATER USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>River Lodge Resort</td>
<td>T. 2N., R 27 E., sec. 15, lots 4 thru 6 sec. 16, lot 5, SENE for a total of 94.7 acres</td>
<td>Concession</td>
</tr>
<tr>
<td>Quail Hollow Day Use Area</td>
<td>T. 2 N., R. 27 E., sec. 16, lot 6, sec. 17, SESENE, NENESE for a total of 26.09 acres</td>
<td>BLM-managed site</td>
</tr>
<tr>
<td>Big Bend Resort</td>
<td>T. 2 N., R. 27 E., sec. 17, portion lots 5 - 7, SENW, SENE for a total of 39.0 acres</td>
<td>Concession</td>
</tr>
<tr>
<td>Echo Lodge</td>
<td>T. 2 N., R. 27 E., sec. 20, portion lots 3 and 4 for a total of 47.0 acres</td>
<td>Concession</td>
</tr>
<tr>
<td>Bullfrog Day Use Area</td>
<td>T. 2 N., R. 27 E., sec. 30, portion lot 3. For a total of 5.43 acres</td>
<td>BLM-managed site</td>
</tr>
<tr>
<td>Windmill Resort</td>
<td>T. 2 N., R. 26 E., sec 25, portion lots 5 and 6 for a total of 11.5 acres</td>
<td>Concession</td>
</tr>
<tr>
<td>Empire Landing Campground</td>
<td>T. 2 N., R. 26 E., sec. 36, portion lot 3 for a total of 18.6 acres</td>
<td>BLM-managed site</td>
</tr>
<tr>
<td>Rite Spot</td>
<td>T. 2 N., R. 26 E., sec. 36, portion lot 3 for a total of 2.4 acres</td>
<td>Concession</td>
</tr>
<tr>
<td>Rock House Boat Ramp and Day Use Area</td>
<td>T. 2 N., R. 26 E., and day use area: sec 36, portion lot 4 for a total of 5.43 acres</td>
<td>BLM-managed site</td>
</tr>
<tr>
<td>Rio del Colorado</td>
<td>T. 2 N., R. 26 E., sec. 35, portion lots 6 &amp; 8, SENE, NWSE. sec. 36, portion lot 4 for a total of 60.4 acres</td>
<td>Concession</td>
</tr>
<tr>
<td>Desert Riviera Resort *</td>
<td>T. 1, R. 26 E., sec. 2, portion lots 6 and 7 br / AND T. 2 N., R. 26 E., sec. 35, portion lots 3 and 7 for a total of 23.8 acres Point of diversion is Emerald Cove</td>
<td>Concession</td>
</tr>
<tr>
<td>Emerald Cove Campground</td>
<td>T. 1 N., R. 26 — sec. 2, portion lots 7 thru 9, NE,NW,NW; sec. 3, portion lots 6 and 7 AND T. 2 N., R. 35 E., sec. 35, portion lots 2, 3, and 7 for a total of 68.2 acres</td>
<td>Concession</td>
</tr>
<tr>
<td>*Supplies water to Desert Riviera</td>
<td></td>
<td></td>
</tr>
<tr>
<td>River Land Resort</td>
<td>T. 1 N., R. 26 E. — sec. 2, portion lot 10; sec. 10, portion lot 9; sec. 11, portion lot 2 for a total of 12.5 acres</td>
<td>Concession</td>
</tr>
</tbody>
</table>
1. This Exhibit D, made this 2nd day of February, 2000, supersedes Exhibit D effective September 30, 1998, and is made a part of Intra-Agency Agreement No. 8-07-30-W0375 hereinafter called "Agreement," and shall become effective on the date set forth herein and shall remain in effect until superseded by another Exhibit D executed by the Parties; Provided, That this Exhibit D or any superseding Exhibit D shall terminate by the termination of the Agreement.

2. As stated in Section 16 of the Agreement, the total First Stage construction cost is $983,565.83, including interest during construction. BLM's repayment obligation is 23 percent of the First Stage construction cost, which is 1150/5000 of the First Stage capacity; thus BLM's repayment obligation is $226,220.14 for First Stage construction as of September 30, 1996.

3. The accrued interest on the First Stage construction cost from October 1, 1996, to September 30, 1997, is $22,027.06 and is included in the $248,247.20 repayment obligation shown in the chart in this exhibit.
4. Notwithstanding paragraph 5 herein, BLM's annual payments for repayment of the First Stage construction costs and IDC shall be calculated to equal the amount required to amortize BLM's First Stage repayment obligation over a period not to exceed fifteen (15) years, with interest at 9.737 percent.

5. At BLM’s request, BLM’s October 1, 1999, payment will be made January 1, 2000, and all payments thereafter will be due on January 1 of each calendar year. In order to accommodate this change, BLM is required to pay the interest accrued from October 1 to December 31 for the calendar year 1999 payment in the amount of $5,896.21 which was calculated in the following manner:

\[
92 \text{ days} \div 365 \text{ days} = 0.25205 \times 0.09737 \text{ (interest rate)} = 0.02454 \times \text{the remaining obligation of }$240,269.48 = $5,896.21.
\]

6. BLM's repayment obligation shall be repaid in accordance with the following chart and Reclamation will bill BLM on the OPAC system in accordance with Section 16 of the Agreement.
REPAYMENT SCHEDULE FOR BLM TO REPAY 23 PERCENT OF THE FIRST STAGE CONSTRUCTION COSTS INCLUDING INTEREST

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<thead>
<tr>
<th>Payment</th>
<th>Date Due</th>
<th>Amount</th>
<th>Interest Payment</th>
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<td>$29,291.25</td>
<td>$8,754.51</td>
<td>$231,514.97</td>
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<td>$211,908.03</td>
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<td>4</td>
<td>January 1, 2002</td>
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<td>$21,607.18</td>
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<td>5</td>
<td>January 1, 2003</td>
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<td>$20,580.67</td>
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<td>$199,796.78</td>
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<tr>
<td>6</td>
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<td>7</td>
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<td>$18,218.07</td>
<td>$13,931.48</td>
<td>$173,169.96</td>
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<td>8</td>
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<td>January 1, 2007</td>
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<td>13</td>
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<td>$7,821.02</td>
<td>$24,328.53</td>
<td>$55,994.18</td>
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<td>14</td>
<td>January 1, 2012</td>
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<td>$5,452.15</td>
<td>$26,697.40</td>
<td>$29,296.78</td>
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<tr>
<td>15</td>
<td>January 1, 2013</td>
<td>$32,149.55</td>
<td>$2,852.63</td>
<td>$29,296.78</td>
<td>$0.00</td>
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1 As of October 1, 1997

2 The October 1, 1999 payment will be made January 1, 2000; therefore, interest that accrued from October 1, 1999 to December 31, 1999 in the amount of $5,896.21 will be paid in addition with the principal payment. All remaining payments will be made January 1.
IN WITNESS WHEREOF, the Parties have caused this Exhibit D to Agreement No. 8-07-30-W0375 to be executed the day and year as set forth herein.

LEGAL REVIEW AND APPROVAL

By

Field Solicitor
Phoenix, Arizona

BUREAU OF RECLAMATION

By

Regional Director
Lower Colorado Region

BUREAU OF LAND MANAGEMENT

By

State Director

Exhibit D - Page 4
1. This Exhibit D, made this 30th day of September, 1998, to be effective under and as a part of Intra-Agency Agreement No. 8-07-30-W0375, hereinafter called "Agreement," shall become effective on the date set forth in Section 1 of the Agreement and shall remain in effect until superseded by another Exhibit D; Provided, That this Exhibit D or any superseding Exhibit D shall terminate by the termination of the Agreement.

2. As stated in section 16 of the Agreement, the total First Stage construction cost is $983,565.83, including interest during construction. BLM's repayment obligation is 23 percent of the First Stage construction cost, which is 1150/5000 of the First Stage capacity; thus BLM's repayment obligation is $226,220.14 for First Stage construction as of September 30, 1996.

3. The accrued interest on the First Stage construction cost from October 1, 1996, to September 30, 1997, is $22,027.06 and is included in the $248,247.20 repayment obligation shown in the chart in this exhibit.
4. BLM's annual payments for repayment of the First Stage construction costs and IDC shall be calculated to equal the amount required to amortize BLM's First Stage repayment obligation over a period not to exceed fifteen (15) years, with interest at 9.737 percent.

5. BLM's repayment obligation shall be repaid in accordance with the following chart.
**REPAYMENT SCHEDULE FOR BLM TO REPAY 23 PERCENT OF THE FIRST STAGE CONSTRUCTION COSTS INCLUDING INTEREST**

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</tr>
</tbody>
</table>

1 As of October 1, 1997
REPAYMENT SCHEDULE FOR BLM TO REPAY RECLAMATION'S COSTS TO CONSTRUCT THE FIRST STAGE OF THE LOWER COLORADO WATER SUPPLY PROJECT FACILITIES

1. This Exhibit D, made this $^2$ day of $^2$ February, 2000, supersedes Exhibit D effective September 30, 1998, and is made a part of Intra-Agency Agreement No. 8-07-30-W0375 hereinafter called "Agreement," and shall become effective on the date set forth herein and shall remain in effect until superseded by another Exhibit $D$ executed by the Parties; Provided, That this Exhibit D or any superseding Exhibit D shall terminate by the termination of the Agreement.

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Exhibit D
Agreement No. 8-07-30-W0375
Bureau of Land Management

IN WITNESS WHEREOF, the Parties have caused this Exhibit D to Agreement No. 8-07-30-W0375 to be executed the day and year as set forth herein.

LEGAL REVIEW AND APPROVAL

By
Field Solicitor
Phoenix, Arizona

BUREAU OF RECLAMATION

By
Regional Director
Lower Colorado Region

By
State Director

BUREAU OF LAND MANAGEMENT