

United States Department of the Interior

BUREAU OF RECLAMATION  
UPPER COLORADO REGION  
UTAH PROJECTS OFFICE  
P.O. BOX 1338  
PROVO, UTAH 84603

IN REPLY  
REFER TO UPO-441  
840.

AUG 26 1933

Chevron U.S.A., Inc.  
c/o Chevron Resources Company  
Manila Star Route  
Vernal, Utah 84078

Gentlemen:

Enclosed is a fully executed duplicate original of the Contract M-8408, with attached stipulation, for the sale of 500 acre-feet of M&I water by the Uintah Water Conservancy District from the Jensen Unit of the Central Utah Project to the Chevron Resources Company.

Also enclosed is a fully executed duplicate original of the Memorandum of Understanding, M-8409, which hereby withdraws our protest filed with the Utah State Engineer challenging the water rights associated with Chevron's wells in the Brush Creek drainage, Uintah County, Utah.

Sincerely, ~~CHARLES E. LANE~~

ACTING FOR  
P. Kirt Carpenter  
Projects Manager

Enclosures

3-23-1983

M-8408  
 CONTRACT BETWEEN UINTAH WATER CONSERVANCY DISTRICT  
 AND CHEVRON U.S.A. INC.  
 FOR ALLOTMENT OF UNTREATED WATER  
 FOR MUNICIPAL AND INDUSTRIAL AND OTHER USES

CHEVRON U.S.A. INC., a California corporation, represented by its agent Chevron Resources Company, a division of Chevron Industries, Inc. ("Chevron"), qualified to conduct business in the State of Utah with offices at 1746 Cole Boulevard, P.O. Box 4001, Golden, Colorado 80401, hereby contracts with the UINTAH WATER CONSERVANCY DISTRICT ("District"), a public corporation, with offices at 28 West 3325 North, Vernal, Utah 84078, organized and existing under the laws of the State of Utah, for the perpetual allotment of 500 acre-feet annually of municipal and industrial water ("Project Water"), such Project Water to be made available through construction of the Central Utah Project, Jensen Unit ("Project"), pursuant to the terms and conditions set forth below and approved by the Bureau of Reclamation ("Reclamation").

RECITALS

- A. The District has entered into a Contract with the United States of America ("United States"), dated June 3, 1976 (Contract No. 6-05-01-00143) as supplemented or amended thereafter ("Government-District Contract") for the repayment of certain costs of the Project, by means of which Project Water is and will be made available for irrigation, municipal, industrial, and miscellaneous purposes; and
- B. Chevron desires, by means of the hereinafter described wells drilled by Chevron or its predecessors, to divert and withdraw water for municipal and industrial, domestic, and miscellaneous purposes at or near the following locations:

<u>Source</u>	<u>Flow (or volume)</u>	<u>Water User No.</u>	<u>Application Number</u>	<u>Use</u>
1. Well A	5.000 CFS	45-3394 (with wells A-E)	39489	Industrial
2. Well B	5.000 CFS	45-3394 (with wells A-E)	39489	Industrial
3. Well C	5.000 CFS	45-3394 (with wells A-E)	39489	Industrial (and potable)

<u>Source</u>	<u>Flow (or volume)</u>	<u>Water User No.</u>	<u>Application Number</u>	<u>Use</u>
4. Well D	5.000 CFS	45-3394 (with wells A-E)	39489	Industrial (and potable)
5. Well E	5.000 CFS	45-3394 (with wells A-E)	39489	Industrial
6. Well F	2.000 CFS	45-4975	57282	Industrial
7. Well G	2.000 CFS	45-4976	57283	Industrial
8. Well H	2.000 CFS	45-4977	57284	Industrial
9. Well	0.015 CFS	45-4986	57395	Domestic
10. Well	0.015 CFS	45-4987	57396	Domestic

which diversions may intercept and withdraw water that will require replacement. The District has Project Water to allot to Chevron to replace any such water so intercepted and withdrawn. The Project Water is to be made available at Red Fleet Reservoir for exchange for water from any or all of the above Chevron wells by appropriate application to the State Engineer of Utah. The parties hereto agree that Chevron's agreement to take water from the foregoing wells in no way constitutes an admission that the wells or any of them are deemed to be interfering with or adversely affecting Reclamation's rights to distribution of Big Brush Creek Water under the Project.

NOW, THEREFORE, in consideration of the mutual and dependent promises and covenants contained herein it is hereby mutually agreed by and between the parties hereto as follows:

1. ALLOTMENT OF WATER.

The District, for the price hereinafter specified, hereby contracts for the perpetual allotment of Project Water pursuant to Utah Code Ann. §73-9-25 (1980) and agrees to deliver in the manner and at the sources described above, and Chevron hereby agrees to take in each calendar year untreated Project Water in the amounts and at such times specified below.

2. TIME OF DELIVERY.

The 500 acre-feet of water allotted hereunder shall be committed and made available for delivery to Chevron by District Block Notices when the District receives the Development Block Notice from Reclamation which shall specify, among other things, the annual rate to be paid per acre-foot of Project Water. Delivery to Chevron shall be made in accordance with the Development Block Notices which will be issued from time to time based upon the following estimated schedule:

<u>Year</u>	<u>Chevron acre-feet</u>
1987	200
1997	100
2007	100
2017	<u>100</u>
500 Total	

It is understood by the parties hereto that the foregoing schedule is an estimated schedule and that the dates may be adjusted from time to time by Reclamation upon issuance of its Development Block Notices, and it is further understood that when the foregoing dates conflict with the dates of the Development Block Notices, the dates of the Development Block Notices shall control. At any time after the issuance of the first District Block Notice, Chevron may, from time to time, obtain earlier delivery of up to the full 500 acre-feet.

3. OBLIGATIONS OF CHEVRON TO PAY FOR PROJECT WATER.

- A. Time of Payment. Chevron agrees to pay the District on or before January 25 of the calendar year following receipt of the District Block Notice for Project Water committed to and made available to Chevron by the District as provided herein. The obligation of Chevron to begin paying for the Project Water shall not accrue and the payments shall not be due until the Project Water is committed to the District by Reclamation through the issuance of the Development Block Notices. Payments, once required, shall be paid whether any or all of the Project Water is used by Chevron.

- B. Amount of Annual Payment. The annual payment to be made by Chevron shall include:
1. A rate per acre-foot sufficient to cover the proportionate share of the annual payment of the District to the United States as stated in Article 5(c) of the Government-District Contract for the quantity of Project Water committed to Chevron by the applicable District Block Notice; and
  2. The proportionate share of the operation, maintenance and reserve fund expense based upon the quantity of Project Water committed to Chevron, as further described below.
- C. Relationship of Government-District Contract. It is mutually acknowledged that the District shall acquire the perpetual right to use Project Water developed through construction of the Project, under the Government-District Contract. The District is required under that Contract and under Federal Reclamation Law, to pay the allocated cost of the development of each block of Project Water, plus interest, within 50 years from the date such block of Project Water is committed to the District by Development Block Notices issued by Reclamation.

Although the District shall be required to pay the repayment obligation within 50 years from the date each block of Project Water is made available, it is agreed that Chevron shall pay the rate per acre-foot charged by the District, as provided herein, on Project Water committed to Chevron by the District until the District's obligation to the United States for the cost allocated for construction of facilities capable of developing 18,000 acre-feet of Project Water has been paid in full; provided that Chevron will never have to pay more than its prorated share up to 500 acre-feet of said 18,000 acre-feet. The balance of the Project costs associated with the remaining 17,500 acre-feet of Project Water not purchased by Chevron shall be paid by the District and/or other Project Water users purchasing Project Water from the District. The above provision for a continued payment by Chevron to the District after the District has paid the United States in full for a

particular block of Project Water is made so that the per acre-foot rate charged by the District to Chevron can be maintained at an average lower amount throughout the whole period from the date when Project Water is first committed until the District has paid the United States in full for Project Water committed to Chevron hereby.

The estimated per acre-foot rate stated below (as the same may be adjusted as permitted herein) shall be paid by Chevron for untreated Project Water. Chevron shall pay the per acre-foot rate to the District until the District has paid, as provided for above, for the full 500 acre-feet of Project Water allotted hereby.

- D. Operation, Maintenance and Reserve Fund Charges. After issuance of the Development Block Notice, the District shall notify Chevron in writing on or before August 1, preceding the year to which the Notice is applicable, as to the estimated cost of operation and maintenance for the Red Fleet Dam and Reservoir, together with a proportionate share of the District's overhead and reserve fund charges for the Red Fleet Dam and Reservoir reasonably accruing to the part of the 500 acre-feet of Project Water that has been committed by District Block Notice to Chevron. Chevron shall pay the estimated amount set out in such operation and maintenance notices on or before January 25 for that calendar year.
- E. Estimated Initial Charges.
1. Acre-foot charge. Based on January, 1975 estimated Jensen Unit construction costs, the total costs for developing the 18,000 acre-feet of Project Water shall be approximately \$93.00 per acre-foot per year.
  2. Operation, Maintenance and Reserve Fund Charges. These charges are initially estimated to be \$7.00 per acre-foot per year.
- F. Adjustment of Charges. The District reserves the right to increase or decrease the rate per acre-foot to be paid by Chevron, but only to reflect any increase or decrease in the Project construction costs

as allocated by Reclamation for the municipal and industrial Project Water allotted to the District. It is mutually acknowledged that adjustments, if any, shall be those reflected in amended Development Block Notices from Reclamation to the District.

G. Renegotiation. The parties mutually acknowledge that after the District has fully met its repayment obligation to the United States under the Government-District Contract for Project Water allotted to the District, it may be possible and reasonable for the District to reduce its rates to Chevron. However, the parties also acknowledge that the District at said time may endeavor to develop other water supplies for allotment to Chevron and other entities within the District for municipal and industrial purposes, and that the District may not be able to develop and provide such additional water supplies unless its municipal and industrial rates are maintained at a level which, together with tax income, shall provide the revenues to finance said new facilities. However, unless an additional quantity of municipal and industrial water is allotted to or purchased by Chevron, the parties hereto mutually agree that when the repayment obligations of the District to the United States under said Government-District Contract have been fully paid, the parties shall renegotiate the rates to be charged by the District to reflect the decrease in the District's annual obligations regarding this 500 acre-feet of Project Water, resulting from the payment by the District of the Contract with the United States.

H. Equal Treatment. The District shall not sell Project Water to any other industrial or municipal entity or user from the Project at more advantageous rates and terms than those provided for herein.

4. PLACE OF DELIVERY.

The Project Water covered hereby is allotted to Chevron solely for the replacement of underground water which may be diverted, withdrawn or to be diverted or withdrawn by the above described sources for municipal and industrial, domestic and miscellaneous use by Chevron and no other purpose. In the event Chevron is unable to divert or withdraw underground water from said sources, then upon

notifying the District and upon approval of the Utah State Engineer, Chevron may divert water directly from Red Fleet Reservoir or the surface flows of Brush Creek and its tributaries, provided that the District shall not be required to bear any expense for the construction and maintenance of facilities for the diversion and delivery of water to Chevron's place of use.

5. TERM.

The allotment of the Project Water to Chevron is made in perpetuity.

6. UNTREATED WATER.

The Project Water to be delivered to Chevron hereunder will be untreated.

7. OTHER WATER RIGHTS OF CHEVRON.

The water covered herein shall not limit the water rights Chevron now possesses or may possess under currently filed, pending, or future applications, or the right of Chevron to divert both Project Water and other water under said currently filed, pending, or future applications from the wells described above. Chevron may, at any time, notwithstanding whether payments have begun hereunder, pump the above described wells to their fullest capacity as authorized by the Utah State Engineer and may divert water to the extent of the water rights related thereto.

8. SHORTAGES/LIABILITY.

In the event there is a shortage of Project Water caused by drought, inaccuracy in distribution not resulting from negligence, hostile diversion, prior or superior claims, or other causes not within the reasonable control of the District, no liability shall accrue against the District, or the United States, or any of their officers, agents, or employees, or either of them for any damage, direct or indirect, arising therefrom, and the payment to the District provided for herein shall not be reduced because of any such shortage or damage.

9. PREVENTION OF POLLUTION.

Chevron shall comply with Federal and State laws which relate to pollution of water, and take all necessary and



reasonable precautions as may be determined by the United States to prevent pollution by Chevron.

10. CONGRESSIONAL APPROPRIATIONS.

The expenditure of any money or the performance of any work by the United States, which may require appropriations of money by the Congress or the allotment of funds, shall be contingent upon such appropriations or allotments being made. The failure of the Congress to so appropriate funds or the absence of any allotment of funds shall not relieve Chevron from any obligations under District Block Notice given under this Contract, and no liability shall accrue to the United States in case such funds are not appropriated or allocated.

11. SUBJECT FOR FURTHER LAWS AND REGULATIONS.

Any commitment of water and payments to the District for Project Water so committed pursuant to this Contract shall be subject to the Water Conservancy Act of Utah, Title 73, Chapter 9, U.C.A. 1953, as amended, the rules and regulations of the District's Board of Directors, and the Government-District Contract, as the same may be supplemented or amended.

12. ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED.

The provisions of this Contract shall bind and apply to the successors and assigns of the parties hereto. The approval of the Secretary of the Interior or his authorized representative, which approval shall not be unreasonably withheld, shall be required for the assignment or transfer of this Contract, or any part thereof. However, Chevron may assign or transfer this Contract, or any part thereof, without the approval of the Secretary of the Interior upon prior written notice thereof to the District and to the Secretary of the Interior in the event of an assignment or transfer to:

- A. An affiliate of Chevron or
- B. A purchaser of all or part of Chevron's phosphate property or project for which the Project Water hereunder is or will be utilized,

provided in both instances, the assignee or transferee shall agree, in writing, to be bound by the terms and conditions of this Contract.

An affiliate of Chevron shall mean any corporation, company, or other entity, in which Chevron, Chevron's subsidiaries, Chevron's parent, or subsidiaries or other affiliates of Chevron's parent, hold directly or indirectly, an ownership equity or voting interest of more than fifty percent (50%).

#### 13. TERMINATION.

Chevron may terminate its rights under this Contract and be relieved of its obligations hereunder, including, but not limited to, the payment obligation, by providing not less than two (2) years prior written notice to the District. In the event Chevron gives notice that it will terminate its rights to all Project Water provided for herein, then at the time provided in the notice as the date of complete and total termination, Chevron shall relinquish all rights to Project Water under this Contract and shall forever cease diverting and drawing water from wells "A" and "E" described above; provided however, Chevron may continue to divert water, other than Project Water, from all other wells described above to the extent authorized by the Utah State Engineer.

#### 14. NOTICES.

Any notice herein required to be given shall be sufficiently delivered if delivered personally to an officer of either party or sent by registered or certified United States mail, postage prepaid, return receipt requested, or sent by telegraph with all necessary charges fully prepaid, confirmation of delivery requested. All such notices shall be addressed to the party to whom directed at its below specified address:

Uintah Water Conservancy District  
28 West 3325 North  
Vernal, Utah 84078

Chevron U.S.A. Inc.  
c/o Chevron Resources Company  
Manila Star Route  
Vernal, Utah 84078

Bureau of Reclamation  
Department of the Interior  
P.O. Box 11568  
125 South State Street  
Salt Lake City, Utah 84147

Any party may, at any time, change its address by giving written notice in the manner provided herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed this 8 day of April, 1983.

ATTEST:

[Signature]  
Secretary

UINTAH WATER CONSERVANCY DISTRICT

By [Signature]  
President

CHEVRON U.S.A. INC., by its agent  
Chevron Resources Company,  
a division of Chevron Industries, Inc.

By [Signature]  
Title President

APPROVED:

United States of America  
Department of the Interior  
Bureau of Reclamation

By [Signature]  
Authorized Representative of the  
Secretary of the Interior

STATE OF UTAH )

) ss:

COUNTY OF UTAH )

On the 25<sup>th</sup> day of April, 1983, personally appeared before me Alvin Kay and S. W. Siddoway who, being by me duly sworn, did say that they are the President and Secretary of the Uintah Water Conservancy District, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Alvin Kay and S. W. Siddoway acknowledged to me that said corporation executed the same.

Virginia S. Jameson  
NOTARY PUBLIC  
Residing at: Utah, Utah

My Commission Expires:

April 5, 1985

STATE OF CALIFORNIA )

) ss:

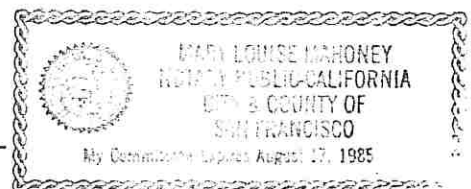
COUNTY OF San Francisco

On this 18 day of April, 1983, personally appeared before me R. F. Schlecht, who, being duly sworn did say that he is the President of Chevron Resources Company, a division of Chevron Industries, Inc., as agent for Chevron U.S.A., Inc., and that said instrument was signed in behalf of Chevron U.S.A., Inc., by authority, and said R. F. Schlecht acknowledged to me that he as such President executed the same.

Mary Louise Mahoney  
NOTARY PUBLIC  
Residing at: San Francisco

My Commission Expires:

August 17 1985



Stipulation to M-8408

Contract Between  
Uintah Water Conservancy District

and


Chevron U.S.A., Inc.

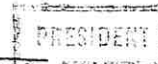
for

Allotment of Untreated Water For Municipal & Industrial & Other Uses


The provisions of Contract No. 6-05-01-00143, dated June 3, 1976, as supplemented or amended hereafter, between the United States of America and the Uintah Water Conservancy District, are hereby incorporated by reference into the Contract M-8408.

I Concur:

  
Chevron U.S.A. Inc., by its agent, Chevron  
Resources Company, a division of Chevron  
Industries, Inc.



  
Uintah Water Conservancy District

  
United States of America  
Department of the Interior  
Bureau of Reclamation



STATE OF UTAH           )  
                              ) ss:  
COUNTY OF SALT LAKE   )

On this 18th day of August, 1983, personally  
appeared before me Clifford I. Barrett, the authorized  
representative of the Secretary of the Interior, the signer of  
the foregoing instrument, who duly acknowledged to me that he  
executed the same.

Leon E. Wallace  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

My Commission Expires:

April 10, 1986

## R E S O L U T I O N

WHEREAS, the Central Utah Project Initial Phase was authorized by the United States Congress in 1956 as a participating unit under the Colorado River Storage Project;

WHEREAS, the Jensen Unit is a part of the Initial Phase of the Central Utah Project;

WHEREAS, the U. S. Bureau of Reclamation planned and has under construction the Jensen Unit: Red Fleet Dam is complete, Tyzack Aqueduct Reach 1 is nearing completion, and Tyzack Aqueduct 2 is scheduled for early construction;

WHEREAS, the Uintah Water Conservancy District on June 3, 1976 executed a Contract to repay the repayable costs of the Jensen Unit and to sell the Project water supplies;

WHEREAS, Chevron Resources Company filed an application with the Utah State Engineer to drill five wells on their property upstream from the Red Fleet Reservoir and these wells were protested by the Uintah Water Conservancy District;

WHEREAS, the Uintah Water Conservancy District and the U. S. Bureau of Reclamation have negotiated with Chevron Resources for an allotment of Project water from the Jensen Unit to replace water that might be withdrawn from Brush Creek as a result of Chevron's use of their protested wells;

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Uintah Water Conservancy District that they do hereby approve a Contract between the Uintah Water Conservancy District and Chevron USA, Inc. for an allotment of 500 acre-feet of municipal and

industrial water from the Jensen Unit of the Central Utah Project, contract dated March 23, 1983.

BE IT FURTHER RESOLVED that the Board of Directors does also approve a Memorandum of Understanding between the Uintah Water Conservancy District, the United States Bureau of Reclamation and Chevron Resources Co. whereby the District and Reclamation withdraw their protest, filed with the Utah State Engineer challenging the applied-for water rights to drill wells at the Chevron phosphate property.

Dated this 25th day of April, 1983.

UINTAH WATER CONSERVANCY DISTRICT

Attest:

By:

Alvin King  
President

Michaela  
Secretary



3-23-1983

M-8409

MEMORANDUM OF UNDERSTANDING

The UINTAH WATER CONSERVANCY DISTRICT ("District"), a public corporation, with offices at 28 West 3325 North, Vernal, Utah 84078, organized and existing under the laws of the State of Utah, and the UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION ("Reclamation"), with offices at P.O. Box 1338, Provo, Utah 84603, in consideration of CHEVRON U.S.A., INC., a California corporation, represented by its agent Chevron Resources Company, a division of Chevron Industries, Inc. ("Chevron"), entering into that certain Contract between Uintah Water Conservancy District and Chevron U.S.A., Inc. for allotment of untreated water for municipal and industrial purposes dated April 8 1983, the District and Reclamation hereby withdraw with prejudice any and all protests filed by them with the Utah State Engineer challenging approved or applied for water rights, including but not limited to, the following described wells in Uintah County, Utah, to wit:

<u>Source</u>	<u>Flow (or volume)</u>	<u>Water User No.</u>	<u>Application No.</u>	<u>Use</u>
1. Well A	5.000 CFS	45-3394 (with wells A-E)	39489	Industrial
2. Well B	5.000 CFS	45-3394 (with wells A-E)	39489	Industrial
3. Well C	5.000 CFS	45-3394 (with wells A-E)	39489	Industrial (and potable)
4. Well D	5.000 CFS	45-3394 (with wells A-E)	39489	Industrial (and potable)
5. Well E	5.000 CFS	45-3394 (with wells A-E)	39489	Industrial
6. Well F	2.000 CFS	45-4975	57282	Industrial
7. Well G	2.000 CFS	45-4976	57283	Industrial
8. Well H	2.000 CFS	45-4977	57284	Industrial
9. Well	0.015 CFS	45-4986	57395	Domestic
10. Well	0.015 CFS	45-4987	57396	Domestic

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF UINTAH        )

On the 25<sup>th</sup> day of April, 1983, personally appeared before me Alvin Kay and L. G. Siddoway who, being by me duly sworn, did say that they are the President and Secretary of the Uintah Water Conservancy District, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Alvin Kay and L. G. Siddoway acknowledged to me that said corporation executed the same.

Virginia S. Jameson  
NOTARY PUBLIC  
Residing at: Vernal, Utah

My Commission Expires:

April 5, 1985

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF SALT LAKE    )

On this 18th day of August, 1983, personally appeared before me Clifford I. Barrett, the authorized representative of the Secretary of the Interior, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Leon E. Wallace  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

My Commission Expires:

April 10, 1986

For the same consideration, the District and Reclamation hereby agree to refrain from filing any protest or otherwise challenging any vested and accrued or applied for water rights held by Chevron as of the date as this Memorandum of Understanding. It is the intention that the forbearance of the District and Reclamation from challenging Chevron's water rights runs only to currently vested and accrued water rights and water rights under currently filed or approved applications and not to any future applications for diversions from the same sources or for increases in water rights from the sources or points of diversion hereinbefore stated. Further, Reclamation shall file with the Utah State Engineer at Chevron's expense and with Chevron's approval all exchange applications or other documents required by said Utah State Engineer to effect fulfillment of that certain contract between the parties dated

April 8 1983.

DATED this 8 of April, 1983.

UINTAH WATER CONSERVANCY DISTRICT

By Alvin Kay  
President

ATTEST:

Ray L. Lamm  
Secretary

UNITED STATES OF AMERICA  
Department of the Interior  
Bureau of Reclamation

By William B. Smith  
Authorized Representative of the  
Secretary of the Interior

CHEVRON U.S.A., INC., by its agent  
Chevron Resources Company,  
a division of Chevron Industries, Inc.

By R. F. Schleier  
Title President

STATE OF CALIFORNIA )

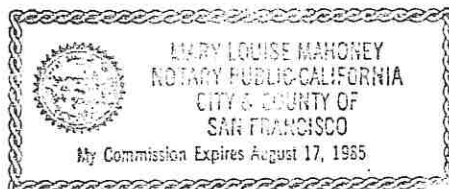
COUNTY OF San Francisco ) ss:

On this 8 day of April, 1983, personally appeared before me R. F. Schlecht, who, being duly sworn did say that he is the President of Chevron Resources Company, a division of Chevron Industries, Inc., as agent for Chevron U.S.A., Inc., and that said instrument was signed in behalf of Chevron U.S.A., Inc., by authority, and said R. F. Schlecht acknowledged to me that he as such President executed the same.

Mary Louise Mahoney  
NOTARY PUBLIC  
Residing at: San Francisco

My Commission Expires:

Aug. 17 1985





# United States Department of the Interior

BUREAU OF RECLAMATION  
UPPER COLORADO REGION  
UTAH PROJECTS OFFICE  
P.O. BOX 1338  
PROVO, UTAH 84603

IN REPLY  
REFER TO: UPO-411  
870.

DEC 2 1983

Mr. Dee C. Hansen  
State Engineer  
1636 West North Temple  
Salt Lake City, Utah 84116

Re: Exchange Application for 500 Acre-Feet to Cover Chevron Wells at Vernal  
Phosphate Operation

Dear Mr. Hansen:

Enclosed is an exchange application to cover the change of 500 acre-feet of water from Red Fleet Reservoir, to two wells at the Chevron Phosphate Mine, northwest of Vernal. It is requested that the enclosed memorandum of understanding, entered into by the United States of America, Uintah Water Conservancy District, and Chevron U.S.A., be considered a part of the exchange application.

The filing fee of \$45.00 will be forwarded to your office along with the application.

Sincerely yours,

*Charles B. Lane*

For P. Kirt Carpenter  
Projects Manager

Enclosures

cc: Phil Lear  
Vancott Law Firm  
P.O. Box 3400  
Salt Lake City, Utah 84110

Malcolm Shannon  
Chevron U.S.A., Inc.  
P.O. Box 6879  
Englewood, Colorado 80155

Dick Haddenham  
Chevron Resources  
Manila Star Route  
Vernal, Utah 84078  
(each w/c enclosures)

3-23-1983

M-8409

MEMORANDUM OF UNDERSTANDING

The UINTAH WATER CONSERVANCY DISTRICT ("District"), a public corporation, with offices at 28 West 3325 North, Vernal, Utah 84078, organized and existing under the laws of the State of Utah, and the UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION ("Reclamation"), with offices at P.O. Box 1338, Provo, Utah 84603, in consideration of CHEVRON U.S.A., INC., a California corporation, represented by its agent Chevron Resources Company, a division of Chevron Industries, Inc. ("Chevron"), entering into that certain Contract between Uintah Water Conservancy District and Chevron U.S.A., Inc. for allotment of untreated water for municipal and industrial purposes dated April 8 1983, the District and Reclamation hereby withdraw with prejudice any and all protests filed by them with the Utah State Engineer challenging approved or applied for water rights, including but not limited to, the following described wells in Uintah County, Utah, to wit:

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9. Well	0.015 CFS	45-4986	57395	Domestic
10. Well	0.015 CFS	45-4987	57396	Domestic

For the same consideration, the District and Reclamation hereby agree to refrain from filing any protest or otherwise challenging any vested and accrued or applied for water rights held by Chevron as of the date as this Memorandum of Understanding. It is the intention that the forbearance of the District and Reclamation from challenging Chevron's water rights runs only to currently vested and accrued water rights and water rights under currently filed or approved applications and not to any future applications for diversions from the same sources or for increases in water rights from the sources or points of diversion hereinbefore stated. Further, Reclamation shall file with the Utah State Engineer at Chevron's expense and with Chevron's approval all exchange applications or other documents required by said Utah State Engineer to effect fulfillment of that certain contract between the parties dated

April 8 1983.

DATED this 8 of April, 1983.

UINTAH WATER CONSERVANCY DISTRICT

By Alvin Kay  
President

ATTEST:

Roy L. Anderson  
Secretary

UNITED STATES OF AMERICA  
Department of the Interior  
Bureau of Reclamation

By [Signature]  
Authorized Representative of the  
Secretary of the Interior

CHEVRON U.S.A., INC., by its agent  
Chevron Resources Company,  
a division of Chevron Industries, Inc.

By R. H. Schlecht  
Title President



# Exchange Details for E2241

Utah Division of Water Rights 1/14/2019 1:31 PM

(WARNING: Water Rights makes NO claims as to the accuracy of this data.)

Exchange: E2241 (45-5650) Base Water Right Number: 45-3489

## General:

Status: Approved Stock/Contract #: County Tax ID:

Right Evidenced By: (A30414) 41-2963, Segregation Application A30414a  
(a5769), 41-3149

Proposed Det. Book: 45- Map: Pub. Date:

## Owners:

Name: USA Bureau of Reclamation

Address: ATTN: Water Rights Specialist

302 East 1860 South

Provo, UT 84606-7317 Interest:

Remarks:

## Dates:

Filing:

Filed: 12/02/1983 Priority: 12/02/1983

Advertising:

Publication Began: Publication End: Newspaper:

Protest End Date: Protested: Not Protested Hearing Held:

Approval:

State Eng. Action: Action Date: 10/12/1984

Recon. Req. Date: Recon. Req Action:

Certification:

Proof Due Date: Extension Filed Date:

Election or Proof: Election/Proof Date:

Certificate Date: Lapsed, Etc. Date: Lapsed Letter

Wells:

Prov. Well Date: Well Renov. Date:

**- - - Current Right - - -**

## Current General:

Quantity of Water: 40000 ACFT

Source: Big Brush Creek

County: Uintah

## Current Points of Diversion:

Points of Diversion - Surface:

Stream Alteration Required:

(1) S 2060 ft. E 4200 ft. from NW corner, Sec 10 T 3S R 22E SLBM

Diverting Works: Red Fleet Dam Source:

Elevation: UTM: 633100.951, 633100.951 (NAD83)

## Current Water Uses:

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Irrigation: Total: 10000 acres Sole Supply: 0 acres Period of Use:04/01 - 10/31

Stockwatering: 5320 Cattle or Equivalent Period of Use:01/01 - 12/31

Domestic: 5000 EDUs Period of Use:01/01 - 12/31

Miscellaneous: Mining at Stauffer Chemical Co., industrial, fish and wildlife Period of Use:01/01 - 12/31

Place Of Use: North West North East South West South East

NW NE SW SE NW NE SW SE NW NE SW SE NW NE SW SE

Sec 11 T 3S R 22E SLBM XXXXXXXXXXXXXXXXXXXX

Sec 13 T 3S R 22E SLBM XXXXXXXXXXXXXXXXXXXX

Sec 14 T 3S R 22E SLBM XXXXXXXXXXXXXXXXXXXX

Sec 23 T 3S R 22E SLBM XXXXXXXXXXXXXXXXXXXX

Sec 24 T 3S R 22E SLBM XXXXXXXXXXXXXXXXXXXX

Sec 25 T 3S R 22E SLBM XXXXXXXXXXXXXXXXXXXX

Sec 36 T 3S R 22E SLBM XXXXXXXXXXXXXXXXXXXX

Sec 31 T 3S R 23E SLBM XXXXXXXXXXXXXXXXXXXX



Sec 01 T 4S R 22E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 12 T 4S R 22E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 13 T 4S R 22E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 24 T 4S R 22E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 25 T 4S R 22E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 36 T 4S R 22E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 06 T 4S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 07 T 4S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 31 T 4S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 32 T 4S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 33 T 4S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 04 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 05 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 06 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 07 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 08 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 09 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 16 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 17 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 18 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 19 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 20 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 21 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 28 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 29 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX  
Sec 30 T 5S R 23E SLBM XXXXXXXXXXXXXXXXXXXX

- - - Proposed Exchange - - -

**Proposed General:**

Quantity of Water - CFS: 0 And/Or: Acre Feet: 500

From: 01/01 To: 12/31

Source: Underground Water Wells (2)

County: Uintah

Common Description: Red Fleet Dam

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**Proposed Points of Exchange:**

Points of Exchange - Underground:

(1) N 3447 ft. E 302 ft. from SW corner, Sec 32 T 2S R 22E SLBM

Well Diameter: 12 in. Depth: 1573 to ft. Year Drilled: Well Log: Well Id#:

Elevation: UTM: 628667.636, 4495834.759 (NAD83)

Source/Cmnt:

(2) N 1960 ft. E 750 ft. from SW corner, Sec 32 T 2S R 22E SLBM

Well Diameter: 12 in. Depth: 1320 to ft. Year Drilled: Well Log: Well Id#:

Elevation: UTM: 628804.186, 4495381.521 (NAD83)

Source/Cmnt:

**Proposed Points of Release:**

Quantity of water: 0 cfs And/Or: 500 acft

Period of Use: 01/01 To 12/31

\*\*\* Location of Release Point(s) is the SAME as Point(s) of Diversion in CURRENT RIGHT above \*\*\*

**Proposed Water Uses:**

Proposed Water Uses - Group Number: 224582

Water Rights Appurtenant to the following use(s):

E2241(APP),

Water Use Types:

Miscellaneous: UNHANDLED WATER USE TYPE: MS

**Proposed Use Totals:**

**Proposed General Comments:**

The purpose of this exchange is to change the point of diversion of 500 acrefeet out of 40,000 acre-feet, changed under a5769, to two wells. The water

will be used for industrial and mining purposes at the Chevron Phosphate Mine.

**- - - Common Right - - -**

**Segregation History:**

This Right was Segregated from: none

**Flow AND/ Quantity Water Uses**

**as originally in OR/ in Irrigated Stock Domestic Acre-Feet**

**filed: CFS BLANK Acre-Feet Acreage (ELUs) (Families) Municipal Mining Power Other**

**500.0**

**This Right Flow Quantity Water Uses**

**as currently in in Irrigate Stock Domestic Acre-Feet**

**calculated: CFS Acre-Feet Acreage (ELUs) (Families) Municipal Mining Power Other**

**500.0**

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