

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CENTRAL UTAH PROJECT, UTAH  
VERNAL UNIT

CONTRACT BETWEEN THE UNITED STATES  
AND THE OWNERS OF THE COLTON DITCH  
RELATING TO EXCHANGE AND ADJUSTMENT OF WATER RIGHTS

THIS CONTRACT, made this 17th day of March, 1964, in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Act of April 11, 1956 (70 Stat. 105), between THE UNITED STATES OF AMERICA, herein styled the United States, acting in this behalf by the Regional Director, Region 4, Bureau of Reclamation, Department of the Interior, hereinafter referred to as the Regional Director, and

<u>Landowners</u>	<u>Irrigated Acreage</u>
Blanche S. Smith	42.00
Hugh W. Colton	142.00
David B. Hall	30.70
Joseph Calder	4.00
Phillip R. Hall	5.00
Mark M. Hall	2.30
Maysie and Ben Sinfield	2.00
Victor Davis	4.00
Viola A. Caldwell	1.50
Ezra Allen	.50
Grace S. Colton	30.00

Owners of all the land served by the Colton Ditch and joint owners, proportionately to the acreage shown above opposite their respective names, of the water rights hereinafter described, and the irrigation facilities comprising their ditch system, herein collectively styled the Company.

WITNESSETH, That:

2. WHEREAS, the United States is constructing the Vernal Unit as part of the Central Utah Project, which unit is hereinafter referred to as the project, including facilities which will be used, among other purposes, to deliver water into the Company canal, commonly known as the Colton Ditch, permitting an exchange of Company water as hereinafter described for project water delivered from the proposed Steinaker Reservoir.

3. WHEREAS, the Company has certain water rights in the flow of Ashley Creek as successors in interest to that water right decreed to Sterling D. Colton in that certain decree entered by Judge Warren H. Dusenberry on November 17, 1897, Uintah County Case No. 18, and

4. WHEREAS, in order that there will be adequate water rights for the project, it is necessary to establish the amount of water that the Company will receive under the above-mentioned decree when said project is constructed and in operation.

5. NOW, THEREFORE, in consideration of the mutual and dependent stipulations herein contained, it is agreed by and between the parties hereto as follows:

6. Pursuant to and by virtue of the above-mentioned decree, the Company claims 3.7 percent of the flow of Ashley Creek at USGS Gaging Station "Sign of the Maine" corrected for diversions to Steinaker Ditch and the Vernal City pipeline for its water users and the Company agrees with respect to its water right as follows:

a. The irrigation season is from April 1 to October 31 of each year. The irrigated land served by the canal is 264 acres, and the annual irrigation demand for such land as it applies to decreed water, is 4.25 acre-feet per acre for April, May and to June 15, and 3.7 acre-feet for the remaining months of the irrigation season, measured at the canal headgate diversion point on Upper Canal. During the nonirrigation season the use for domestic and stock watering purposes is 2.0 acre-feet.

b. Under project operation and within the limits of its water right in Ashley Creek, the Company must call for its water according to the following schedule:

- (1) during April not to exceed 4.8 percent of its annual irrigation demand,
- (2) during May not to exceed 17.5 percent of its annual irrigation demand,
- (3) during June not to exceed 20.2 percent of its annual irrigation demand,
- (4) during July through October, not to exceed its decreed water right in Ashley Creek.
- (5) during the nonirrigation season (November through March) not to exceed 0.032 c f.s. of the flow of Ashley Creek.

c. It is understood that the above amounts of water have been established on the assumption that the United States has constructed as part of the project, a nonirrigation season water-savings pipe system, or as otherwise may be agreed upon, so that the stock holders of the

Company can run connections therefrom to their property to receive Company water during the nonirrigation season.

d. The amount of water that the Company will call for as provided above is hereinafter called Company water and the Company hereby quitclaims to the United States its right to amounts of water in excess thereof and agrees that such excess water will become part of the project water supply, and further agrees to execute any appropriate conveyance or assignment to the United States of its water rights representing such excess water.

7. The Company hereby grants the United States the rights and the United States agrees without expense to the Company, to construct facilities as part of the project, to deliver Company water through the water-savings pipe system. The company agrees to acquire and donate to the United States by appropriate deed of conveyance all rights-of-way needed for the water-savings pipe system. The United States agrees that during construction of the above-mentioned facilities there shall be a minimum of interference with the delivery of Company water.

8. The United States agrees in the operation of the project to deliver Company non-irrigation season water through the water-savings pipeline constructed by the United States as provided in Article 6 (c). The United States shall install a measuring device to regulate and measure the flow of water in the Company ditch and into the water-savings pipe system.

9. It is understood and agreed by the parties hereto that certain actions will have to be taken as follows:

a. The Company make application to the State Engineer of Utah for a change in the point of diversion of its Ashley Creek water as may be necessitated by the construction of the facilities by the United States. The United States will furnish the engineering information and detail necessary for application.

b. The United States will make application to the State Engineer of Utah for exchange of project water for Company water.

c. The Company will accept delivery of Project water in exchange for Company water at such times as such project water of equal quality and quantity can be delivered at the same locations as its Company water.

d. Upon completion of the construction of the facilities to serve the Company, and after the action described in subarticles (a) and (b) above have been taken, the United States and the Company will advise the Water Commissioner of all actions taken and furnish him operating criteria to be followed in satisfying the Company's rights, and the exchange to be made pursuant to this contract.

10. The Company canal may need some rehabilitation and lining. The extent of such rehabilitation and lining shall be determined by the United States after consultation with the members of the Company and shall be performed without expense to the Company. Should it be necessary to convey the title of the Company's canal to the United States in order to undertake the rehabilitation and lining, the Company agrees to make such conveyance, provided, however, that the Company shall operate and maintain such ditch at its own expense after such rehabilitation work has been performed.

11. The liability of the United States under this contract is contingent on the necessary appropriation and reservation of funds being made therefor.

12. It is understood that the covenants and agreements herein are made in anticipation of and are conditional upon the completion of the construction of the project.

13. The Company warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Company for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to require the Company to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, or contingent fee.

14. No Member of or Delegate to Congress or Resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

15. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract, or any part thereof, or interest therein shall be valid until approved by the United States.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers thereunder duly authorized, the day and year first above written.

THE UNITED STATES OF AMERICA

By F. M. Clinton  
Regional Director  
Bureau of Reclamation

WITNESS:

Hugh St Colton  
Ry. Sadomas

Grace S. Colton  
Hugh St Colton

Hugh St Colton  
Hugh St Colton

Viola A. Caldwell  
Blanche S. Smith

Hugh St Colton  
Hugh St Colton

Ezra Allen  
Victor Davis

Hugh St Colton  
Hugh St Colton

Ben Sinfield  
Maysie Sinfield

Hugh St Colton  
Hugh St Colton

Philip B. Hall  
David B. Hall

Hugh St Colton  
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Joseph Calder  
Mark M. Hall