

CONTRACT BETWEEN THE UINTAH WATER CONSERVANCY DISTRICT
AND
THE INDIVIDUAL WATER USERS UTILIZING DODDS DITCH
FOR SALE AND USE OF IRRIGATION WATER
VERNAL UNIT, CENTRAL UTAH PROJECT

THIS CONTRACT, made this 7th day of September 1995 between the Uintah Water Conservancy District, organized under the laws of the State of Utah, with its principal place of business at Vernal, Utah, herein styled the District, and,

<u>Owner</u>	<u>Project Irrigated Acreage</u>	<u>Project Water Acre Feet</u>
Virginia D. Hall	35.6	22
Ned M. Reynolds	7.6	5
Clifton D. Merkley	4.1	3

owners of all of the land served by the Dodds Ditch and joint owners proportionately to the acreage shown above opposite their respective names of the facilities comprising the Dodds Ditch system herein collectively referred to as the Water Users.

WITNESSETH, That:

2. WHEREAS, the District entered into a contract with the United States, dated July 14, 1958, hereinafter referred to as the Government-District contract, for the repayment of certain costs of construction of the works of the Vernal Unit, Central Utah Project, which unit is hereinafter referred to as The Project by means of which water, hereinafter referred to as Project water, will be delivered from Steinaker Reservoir and other sources for irrigation, municipal, and other uses, and a portion thereof will be available for use by the Water Users.

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

VARIABLE REPAYMENT PLAN

5. If the District should elect to make payments in accordance with the variable repayment plan, as provided in Article 16 of the Government-District contract, or should payments be adjusted by land classes as contemplated by Article 4 thereof, then, and in that event, the Water Users agree that the annual installment payments provided for in the preceding article shall be increased or decreased, as the case may be, in the same ratio as payments by the District to the United States are increased or decreased under such repayment plan.

PAYMENT OF OPERATION AND MAINTENANCE EXPENSES

6. The Water Users agree to pay to the District annually in advance their appropriate share of the expenses of operation and maintenance allocated to irrigation water users.

The Water Users' share shall bear the same ratio to the operation, maintenance and replacement expenses allocated to irrigation as the quantity of Project water purchased under this contract bears to the total quantity of Project irrigation water sold or otherwise disposed of by the District. An operation and maintenance charge notice, containing a statement of the estimated cost of operation, maintenance, and replacement to be paid by the Water Users shall be furnished to the Water Users annually on or before August 1 of the year preceding the year to which the notice is applicable. The Water Users shall pay the amount set out in any such operation and maintenance charge notice on or before December 1 of the year in which such notice is given.

Whenever, in the opinion of the District, the funds so advanced will be inadequate to operate and maintain the irrigation works being operated by the District, a supplemental operation and maintenance charge notice may be given at

PENALTY FOR DELINQUENCY

8. Every installment or charge required to be paid to the District under this contract which shall remain unpaid after its due date shall bear interest at the rate of 6 percent per annum from the date of delinquency.

OPERATION AND MAINTENANCE OF WATER USERS' FACILITIES

9. The Water Users shall operate and maintain, without cost to the District or the United States, all of its ditches and other facilities necessary to take and utilize their water, including the water purchased under this contract.

BENEFICIAL USE OF WATER

10. The basis, the measure, and the limit of the right of the Water Users to use Project water shall rest perpetually in the beneficial application thereof, and the Water Users agree to put such water to beneficial irrigation use in accordance with law.

LANDS FOR WHICH WATER IS FURNISHED

11. The parties agree that the delivery of Project irrigation water or use of Federal facilities pursuant to the contract is subject to Reclamation Law as amended and supplemented, including but not limited to the Reclamation Reform Act of 1982 (Public Law 97-293).

WATER SHORTAGE, WASTE, SEEPAGE, AND RETURN FLOWS

12. a. On account of drought or other causes, there may occur at times during any year a shortage in the quantity of Project irrigation water

SALE OF PROJECT WATER LIMITED

14. The Water Users agree not to sell the use of Project water purchased under this contract to any person other than an irrigation water user under their Dodds Ditch system, within the boundaries of the Project, either on a permanent or temporary basis, without the advance written consent of the District and the United States.

CROP REPORTS, ACCOUNTING AND OTHER MEASURES

15. The Water Users shall take such measures as the District deems proper (a) to keep a record of crops raised and agricultural or livestock products produced in the area served by Dodds Ditch, (b) to account for money received and expended, and (c) to keep and furnish suitable records of water supply and the disposition thereof.

ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED

16. 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 District and the Regional Director, Bureau of Reclamation, acting through the Secretary of the Interior, United States of America, and pursuant to Federal Reclamation Laws, hereinafter styled the Secretary.

APPROVAL OF UNITED STATES NECESSARY

17. This agreement shall not be effective until approved by the Secretary. This agreement may be amended by the parties hereto and such amendments shall be effective upon approval of the Secretary.

CONTRACT BETWEEN THE UINTAH WATER CONSERVANCY DISTRICT
AND
THE INDIVIDUAL WATER USERS UTILIZING DODDS DITCH
FOR SALE AND USE OF IRRIGATION WATER
VERNAL UNIT, CENTRAL UTAH PROJECT

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owners of all of the land served by the Dodds Ditch and joint owners proportionately to the acreage shown above opposite their respective names of the facilities comprising the Dodds Ditch system herein collectively referred to as the Water Users.

WITNESSETH, That:

2. WHEREAS, the District entered into a contract with the United States, dated July 14, 1958, hereinafter referred to as the Government-District contract, for the repayment of certain costs of construction of the works of the Vernal Unit, Central Utah Project, which unit is hereinafter referred to as The Project by means of which water, hereinafter referred to as Project water, will be delivered from Steinaker Reservoir and other sources for irrigation, municipal, and other uses, and a portion thereof will be available for use by the Water Users.

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

TERMS OF PAYMENT

4. The District will sell to the Water Users and the Water Users agree to purchase the perpetual right to the use of 30 acre-feet of Project water as hereinafter defined annually for irrigation purposes on lands classified as Project land under Dodds Ditch. The Water Users will pay to the District \$2,500, herein referred to as the Water Users' construction obligation. The Water Users will make annual payments of \$113.64 for a period of 22 years beginning November 30, 1995. The computation of the Water Users' construction obligation is based upon that part of the District obligation to the United States to be paid by irrigation water users, to-wit, \$1,500,000. Provided, that the annual amount provided herein shall be paid whether water contracted for herein is delivered or taken by the Water Users, and be it further provided that the water purchased hereunder is to supplement the Water Users' existing rights as limited under that certain contract between the United States and the Water Users dated September 20, 1994, relating to exchange and adjustment of water rights. In the Project operation, Project irrigation water will be apportioned annually to the Company and all other Project irrigation users executing similar contracts using operating criteria furnished by the United States.

An acre-foot as defined hereunder shall entitle the Water Users to 1/17,900 of the total annual Project irrigation water supply so apportioned. It is understood that by these apportionments the amount of water to be delivered under this contract will fluctuate each year dependent upon the District's apportionment which will be based on its estimate of water available to Project users under their existing water rights. Any Project water purchased hereunder remaining in storage on May 15 of the next following irrigation season will become Project water and the Water Users shall be entitled to no holdover storage rights beyond such date.

VARIABLE REPAYMENT PLAN

5. If the District should elect to make payments in accordance with the variable repayment plan, as provided in Article 16 of the Government-District contract, or should payments be adjusted by land classes as contemplated by Article 4 thereof, then, and in that event, the Water Users agree that the annual installment payments provided for in the preceding article shall be increased or decreased, as the case may be, in the same ratio as payments by the District to the United States are increased or decreased under such repayment plan.

PAYMENT OF OPERATION AND MAINTENANCE EXPENSES

6. The Water Users agree to pay to the District annually in advance their appropriate share of the expenses of operation and maintenance allocated to irrigation water users.

The Water Users' share shall bear the same ratio to the operation, maintenance and replacement expenses allocated to irrigation as the quantity of Project water purchased under this contract bears to the total quantity of Project irrigation water sold or otherwise disposed of by the District. An operation and maintenance charge notice, containing a statement of the estimated cost of operation, maintenance, and replacement to be paid by the Water Users shall be furnished to the Water Users annually on or before August 1 of the year preceding the year to which the notice is applicable. The Water Users shall pay the amount set out in any such operation and maintenance charge notice on or before December 1 of the year in which such notice is given.

Whenever, in the opinion of the District, the funds so advanced will be inadequate to operate and maintain the irrigation works being operated by the District, a supplemental operation and maintenance charge notice may be given at

any time stating therein the amount of the Water Users' share of the additional funds required, and the Water Users shall advance such additional amounts on or before the date specified in the supplemental notice. If the funds advanced by the Water Users under this article exceed the Water Users' pro rata share of the actual cost of operation and maintenance for such irrigation works for the year for which advanced, the surplus shall be credited on the operation and maintenance charge payment due for the succeeding year; or in the case there is no such payment due to the District for the succeeding year, it shall be applied on the next installment to be paid by the Water Users to the District under the provisions of Article 4 of the agreement.

In the same manner as above, but beginning the first year in which water is available to the Water Users, the Water Users agree to pay an appropriate share of annual payments to the reserve fund, for operation and maintenance, which the District is obligated to establish under the provisions of Article 10 of the Government-District contract.

REFUSAL OF WATER IN CASE OF DEFAULT

7. No Project water shall be delivered through the Project works to or for the Water Users if the Water Users are in arrears in the advance payment of operation and maintenance charges or other charges due the District, or if it is in arrears more than 12 months in the payment of the annual installments provided in Article 4, or more than 12 months in arrears in the payment of any other amounts due the District. The provisions of this article are not exclusive and shall not in any manner prevent the District from exercising any other remedy given by this contract or by law to enforce the collection of any payments due under the terms of this contract.

PENALTY FOR DELINQUENCY

8. Every installment or charge required to be paid to the District under this contract which shall remain unpaid after its due date shall bear interest at the rate of 6 percent per annum from the date of delinquency.

OPERATION AND MAINTENANCE OF WATER USERS' FACILITIES

9. The Water Users shall operate and maintain, without cost to the District or the United States, all of its ditches and other facilities necessary to take and utilize their water, including the water purchased under this contract.

BENEFICIAL USE OF WATER

10. The basis, the measure, and the limit of the right of the Water Users to use Project water shall rest perpetually in the beneficial application thereof, and the Water Users agree to put such water to beneficial irrigation use in accordance with law.

LANDS FOR WHICH WATER IS FURNISHED

11. The parties agree that the delivery of Project irrigation water or use of Federal facilities pursuant to the contract is subject to Reclamation Law as amended and supplemented, including but not limited to the Reclamation Reform Act of 1982 (Public Law 97-293).

WATER SHORTAGE, WASTE, SEEPAGE, AND RETURN FLOWS

12. a. On account of drought or other causes, there may occur at times during any year a shortage in the quantity of Project irrigation water

available for delivery to the Water Users pursuant to this contract. In no event shall any liability accrue against the United States or the District or any of their officers or employees for any damage, direct or indirect, arising out of any such shortage.

Deliveries to irrigation water users shall be reduced in the proportion that the number of acre-feet of such shortage, as determined by the District, bears to the total number of acre-feet allocated for irrigation use.

b. The United States claims all of the waste, seepage, and return flow water derived from water delivered pursuant to this contract and the same is hereby reserved and retained by the United States for beneficial use on the Project.

c. During periods of water shortage, municipal water users shall have first priority to the available Project water supply.

DELIVERY OF PROJECT WATER

13. Project water furnished under this contract, including water delivered pursuant to Article 14, shall be delivered and measured at a point or points designated by the District. It shall not be the responsibility of the District or the United States to provide works to convey such water from said point or points to the place of use. All Project Water Users shall be charged a pro rata share of all conveyance and operation losses from storage to said points of delivery. Project water will be delivered to the Water Users in accordance with operation criteria furnished the District by the United States pursuant to Article 8(b) of the Government-District contract.

SALE OF PROJECT WATER LIMITED

14. The Water Users agree not to sell the use of Project water purchased under this contract to any person other than an irrigation water user under their Dodds Ditch system, within the boundaries of the Project, either on a permanent or temporary basis, without the advance written consent of the District and the United States.

CROP REPORTS, ACCOUNTING AND OTHER MEASURES

15. The Water Users shall take such measures as the District deems proper (a) to keep a record of crops raised and agricultural or livestock products produced in the area served by Dodds Ditch, (b) to account for money received and expended, and (c) to keep and furnish suitable records of water supply and the disposition thereof.

ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED

16. 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 District and the Regional Director, Bureau of Reclamation, acting through the Secretary of the Interior, United States of America, and pursuant to Federal Reclamation Laws, hereinafter styled the Secretary.

APPROVAL OF UNITED STATES NECESSARY

17. This agreement shall not be effective until approved by the Secretary. This agreement may be amended by the parties hereto and such amendments shall be effective upon approval of the Secretary.

WATER CONSERVANCY ACT OF UTAH

18. This contract, and any amendments thereto, shall be subject to the Water Conservancy Act of Utah, Title 73, Chapter 9, Utah Code Annotated, 1953, as amended, the rules and regulations of the Board of Directors of the District, and the repayment contracts heretofore or hereafter executed between the United States and the District.

IN WITNESS THEREOF, the parties hereto have signed their names the day and year first above written.

ATTEST:

UINTAH WATER CONSERVANCY DISTRICT

By:

David L. Massey
Secretary

By:

David L. Murray
President

WATER USERS Utilizing Dodds Ditch

By:

Virginia D. Hall
Owner

Ned M. Reynolds
Owner

Clifton D. Minkley
Owner

Virgil M. Mardgen
Owner

Owner

Owner

Owner

APPROVED:

ACTING

Edward R. Smith

Regional Director
Bureau of Reclamation

Date:

September 7, 1995

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

CONTRACT BETWEEN THE UNITED STATES
AND
INDIVIDUAL WATER USERS UTILIZING DODDS DITCH
RELATING TO EXCHANGE AND ADJUSTMENT OF WATER RIGHTS

THIS CONTRACT, made the 20th day of SEPTEMBER 1994, 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, Upper Colorado Region, Bureau of Reclamation, Department of the Interior, hereinafter referred to as the Regional Director, and each individual WATER USER of Dodds Ditch, collectively, referred to as Water Users.

WITNESSETH, That:

2. WHEREAS, the United States has constructed 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 Dodds Ditch, permitting an exchange of Water Users water as hereinafter described for project water delivered from the proposed Steinaker Reservoir.

3. WHEREAS, the Water Users has certain water rights in the flow of Ashley Creek as referred to in that certain decree entered by Judge Warren H. Dusenberry, on November 17, 1897, Uintah County Case No. 18, and

4. WHEREAS, in order to secure an adequate water supply for the project, it is necessary to establish the amount of water that the Water Users will receive under the above-mentioned decree now 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 continued diversions under and in accordance with the above-mentioned decree, the Water Users claims 1.0 percent of the flow of Ashley Creek at USGS Gauging Station "Sign of the Maine" corrected for diversions to Steinaker Ditch and the Vernal City pipeline for its water users and the Water Users agrees with respect to their water right as follows:

a. The irrigation season is from April 1 to October 31 of each year. The irrigated land served by the Dodds Ditch is 105 acres. For the purpose of calculating the percentage of water to be delivered to the 105 acres each month of the irrigation season, the annual irrigation demand for such land as it applies to decreed water, is 4.0 acre-feet per acre for April and May and decreased to 3.7 acre-feet for the remaining months of the irrigation season. The Water Users annual use for domestic and stockwatering purposes is 1 acre-foot.

b. Under project operation and within the limits of their collectively decreed right in Ashley Creek, the Water Users must call for their water according to the following schedule:

- (1) during April, not to exceed 4.8 percent of their annual irrigation demand,

- (2) during May, not to exceed 17.0 percent of their annual irrigation demand,
- (3) during June, not to exceed 20.2 percent of their annual irrigation demand,
- (4) during July through October, not to exceed their decreed water rights in Ashley Creek,
- (5) during the nonirrigation season (November through March), not to exceed 0.004 c.f.s. of the flow of Ashley Creek.

c. It is understood that the above amounts of water was established before the project was constructed based on the assumption that the United States would construct, as part of the project, a nonirrigation season water-saving pipe system. The pipeline was constructed and the Water Users have connected to the pipeline to receive their water during the nonirrigation season.

d. The amount of water that the Water Users will call for as provided above is hereinafter called Water Users water and the Water Users hereby quitclaims to the United States their 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 their water rights representing such excess water.

7. The Water Users hereby grants the United States the right and the United States, without expense to the Water Users, has constructed facilities as part of the project to deliver Water Users water through the water-saving pipe system.

8. The United States agrees in the operation of the project to deliver Water Users nonirrigation season water through the water-saving pipeline constructed by the United States as provided in Article 6(c).

9. The United States shall install a measuring device to regulate and measure the flow of water into the said Water Users ditch and into the water-saving pipe system.

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

a. The Water Users shall 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 the application.

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

c. The Water Users will accept delivery of project water in exchange for Water Users water that may be delivered and used on project lands above the Steinaker Service Canal at such times as such project water of equal quality and quantity can be delivered at the same location as their water.

d. The United States and the Water Users will advise the Water Commissioner of all actions taken and furnish said Commissioner operating criteria to be followed in satisfying the Water Users's rights, and the exchange to be made pursuant to this contract.

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 knowing that the project is constructed and in operation and that no additional facilities will be constructed to accommodate the Water Users.

13. The Water Users 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 Water Users 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 Water Users 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 each individual Water User, the day and year first above written.

THE UNITED STATES OF AMERICA

By: *Edmund B. Gault*
Regional Director
Bureau of Reclamation

Date September 7, 1995
WATER USERS Utilizing Dodds Ditch

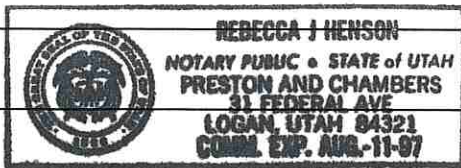
WITNESS:

Barbara J. Hol
Notary Public
My Com Expires 8/27/95

Clifton D. Meadley

Rebecca J. Henson

Virion M. Meadley



Virginia D. Hall
Red M. Reynolds