

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

ACTING

Edward B. Gould
Regional Director
Bureau of Reclamation

Date

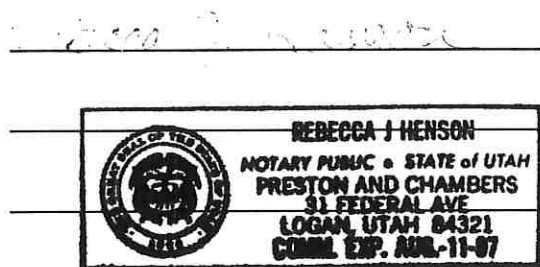
September 7, 1995

WITNESS:

WATER USERS Utilizing Dodds Ditch

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

Clifton D. Mearns



William M. W. W. W.
Virginia D. Hall
Ned M. Reynolds