

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT, made and entered into the 8th day of June, 1984, by and between the SANPETE COUNTY WATER CONSERVANCY DISTRICT, a Utah Water Conservancy District, herein referred to as "Sanpete" and the CARBON WATER CONSERVANCY DISTRICT, a Utah Water Conservancy District, and the PRICE RIVER WATER USERS ASSOCIATION, a Utah non-profit corporation, collectively herein referred to as "Carbon".

W I T N E S S E T H :

WHEREAS, there has been a long standing controversy concerning the building of storage and diversion works on the Price River System for transmountain diversion of Gooseberry Creek water to the San Pitch River System; and

WHEREAS, the parties hereto desire to compromise and settle the controversy and their respective claims to such water.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, IT IS AGREED:

I

DEFINITIONS

A. "Scofield" means the Scofield Reservoir near Scofield, Utah.

B. "Tripartite Contract" means that contract dated October 11, 1943 among the Carbon Water Conservancy District, the Price River Water Conservation District, and the United States of

America, relating to the reconstruction of Scofield Dam and describing the Gooseberry Plan. The Price River Water Users Association is successor to the Price River Water Conservation District.

C. The expression "prior water rights" as used in this Agreement means the right to the use of the water of the Price River System having priorities earlier than September 6, 1941.

D. "Narrows Site" means the approximate location for a proposed dam to be constructed on Gooseberry Creek, the center of which is located:

North 625 feet and East 1200 feet from the West Quarter corner of Section 19, Township 13 South, Range 6 East, SLB&M.

E. "Narrows Project" means a successor project to the Gooseberry Plan and constitutes a substitute for the allocation of water for the Gooseberry Plan as mentioned in the Tripartite Contract. The Narrows Project is the project proposed by this Agreement and contemplates the building of storage and diversion works at or above the location of the Narrows Site, to store Gooseberry Creek water for transmountain diversion to the San Pitch River System.

F. "Tunnel" means that transmountain diversion tunnel located in Section 24, Township 13 South, Range 5 East, SLB&M which diverts water from the Price River System to the San Pitch River System.

WATER RIGHT FILINGS

A. Price River Water Users Association covenants and represents that it is the owner of the following water applications on file in the office of the Utah State Engineer for the diversion, storage, and use of Price River System water:

<u>APPLICATION NO.</u>	<u>CLAIMED DATE OF PRIORITY</u>	<u>NATURE AND AMOUNT OF CLAIMED RIGHT</u>
1035 (91-2)	Aug. 30, 1906	Storage 12,020 acre-feet
8989a (91-78)	Oct. 11, 1937	Storage 17,980 acre-feet
13334 (91-126)	Feb. 13, 1940	Direct Flow 50 second-feet

B. Sanpete covenants and represents that it is the owner of record of the following water applications on file in the office of the Utah State Engineer for the diversion, storage and use of Price River System water, subject to the Assignment Agreement dated July 22, 1975, between Sanpete and the United States of America:

<u>APPLICATION NO.</u>	<u>CLAIMED DATE OF PRIORITY</u>	<u>NATURE AND AMOUNT OF CLAIMED RIGHT</u>
14025 (91-130) Change Application a-9237	Jan. 16, 1941	Storage 30 second feet
14026 (91-131) Change Application a-9236	Jan. 16, 1941	Storage 17,000 acre-feet
14477 (91-132) Change Application a-9238	Sept. 6, 1941	Storage 130 second feet

C. Sanpete covenants and represents that it is the owner of the following application on file in the office of the Utah State Engineer for the diversion, storage, and use of Price River System water:

<u>APPLICATION NO.</u>	<u>CLAIMED DATE OF PRIORITY</u>	<u>NATURE AND AMOUNT OF CLAIMED RIGHT</u>
9593 (91-87)	Oct. 12, 1937	Storage 15,000 acre-feet

III

SUBORDINATION OF WATER RIGHTS

The Price River Water Users Association water rights, evidenced by Application Numbers 1035 (91-2), 8989a (91-78), and 13334 (91-126), shall be subordinated, to the extent hereinafter provided, to the Sanpete water rights evidenced by Application Number 14025 (91-130), Change Application a-9237; Application Number 14026 (91-131), Change Application a-9236; and Application Number 14477 (91-132), Change Application a-9238, to divert and store on a first priority basis in each year all water of Gooseberry Creek and its tributaries arising above the Narrows Site, and to the extent provided in Article IV, paragraph A (3) the waters from Brooks and Cabin Hollow Creeks, and to convey by transmountain diversion up to 5,400 acre-feet of water from storage at the Narrows Site each year for use in the San Pitch River System, subject to the rights of the Cottonwood Gooseberry Irrigation Company for Fairview Lakes.

DISTRIBUTION OF WATERA. NARROWS PROJECT

1. The active capacity of the reservoir for the Narrows Project shall not exceed 10,000 acre-feet to provide for the transmountain diversion to the San Pitch River System. If requirements are made of Sanpete to release or bypass water for minimum streamflow purposes in Gooseberry Creek below the Narrows Site the active storage capacity of the reservoir for such purposes may be increased as necessary, but shall not exceed 4,500 acre-feet of additional storage capacity. The total active storage capacity shall not exceed 14,500 acre-feet.

2. The 5,400 acre-feet of water to be diverted to the San Pitch River System as provided in Article III shall be measured at the outlet of the tunnel, without deduction for reservoir evaporation, seepage, or storage losses, provided however, that any seepage that would have been intercepted by the tunnel before construction of the Narrows Project shall not be charged against the 5,400 acre-feet. Any additional seepage water resulting from the construction of the Narrows Project shall be charged against the said 5,400 acre-feet.

3. Water from Brooks Canyon and Cabin Hollow Creeks may be diverted, stored and used to provide minimum streamflows in Gooseberry Creek below the Narrows Site.

B. SCOFIELD

1. Application Number 14683 (91-135) in the name of the United States of America, Bureau of Reclamation shall be approved to permit Carbon to use the additional storage capacity of 35,000 acre-feet of water in Scofield Reservoir in addition to the

present storage rights evidenced by Application Numbers 1035 (91-2), and 8989a (91-78).

2. Carbon shall release from storage in Scofield Reservoir water sufficient to satisfy prior water rights, which otherwise would be impaired by the diversion and storage by the Narrows Project. Any and all water stored in the active capacity of Scofield Reservoir shall be subject to such release. The total active capacity of Scofield Reservoir would have to be depleted, and all direct flow water passed through the reservoir to satisfy prior water rights, before any call could be made upon Sanpete to pass through the direct flow waters originating above the Narrows Site. Such releases shall be in such quantity and at such times as may be required to satisfy prior water rights as determined by the Utah State Engineer.

3. Storage releases from Scofield shall be limited to 30,000 acre-feet annually for use by Carbon, exclusive of replacement waters needed to supply prior water rights interfered with by Sanpete's diversion and use of water for the Narrows Project.

V

APPROVALS, WITHDRAWALS, AND REJECTION OF APPLICATIONS

A. The United States of America shall withdraw Application Number 9594 (91-88).

B. The State Engineer shall approve Application Number 14683 (91-135).

C. Within thirty (30) days of approval of this Agreement by the United States of America, the State Engineer may reject the Price River Water Improvement District's Application Number 38882 (91-3557).

D. Sanpete shall within thirty (30) days of approval of this Agreement by the United States of America, withdraw Application Number 9593 (91-87).

E. The parties agree that no protest shall be filed to any of the foregoing approvals, withdrawals, rejections, dismissals or assignments or to any further change applications or permits from any state or federal agencies necessary to carry out the purpose and intent of this Agreement.

VI

DISMISSAL OF PENDING SUIT

Carbon shall file a Motion for Voluntary Dismissal, with prejudice, within thirty (30) days of approval of this Agreement by the United States of America, of the lawsuit entitled Price River Water Users Association, et al, vs United States, et al, Civil No. C-83-0407W, now pending in the United States District Court for the District of Utah, Central Division, upon the grounds that the issues have been settled by this Agreement, and to seek joinder in the motion by other plaintiffs to said case.

VII

MEASURING DEVICES AND OUTLET STRUCTURES

The parties hereto shall install and maintain outlet structures and measuring devices to measure and deliver water in accordance with this Agreement. The expense of such installation and maintenance, as part of the Narrows Project, shall be borne by Sanpete. Such devices shall be approved as to location, type, size and quality by the Utah State Engineer. Each party reserves the right to inspect and test at their own expense, at any reasonable time, any and all facilities for the measurement and delivery of water.

VIII

AGREEMENTS NOT SUPERSEDED OR AMENDED

This Agreement shall not supersede, amend or otherwise modify the rights of the United States of America under the Tripartite Contract, except the Narrows Project shall be substituted for the Gooseberry Plan as mentioned therein; nor shall it amend the repayment contract dated February 28, 1944, between the United States of America and the Carbon Water Conservancy District involving Scofield Reservoir and the Assignment Agreement dated July 22, 1975, between Sanpete and the United States of America.

IX

ADMINISTRATION

All waters stored and diverted pursuant to this Agreement shall be administered by the Utah State Engineer.

X

SUCCESSORS BOUND

This agreement shall be binding upon the parties hereto and upon the successors and assigns of the parties.

XI

INCORPORATION BY REFERENCE

The parties agree that the terms and conditions of this Agreement may be incorporated, by reference, in and made a specific part of the State Engineer's Memorandum Decisions on Sanpete's Application Numbers 14025 (91-130), 14026 (91-131) and

14477 (91-132), as amended, and the Application of the United States of America, Number 14683 (91-135).

XII

APPROVAL OF THE UNITED STATES

This Agreement is subject to the approval of the United States of America.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SANPETE COUNTY WATER
CONSERVANCY DISTRICT

By: David P. Peterson
Its: Chairman

ATTEST:

Marlene Holman
Secretary

CARBON WATER CONSERVANCY DISTRICT

By: Chris P. Joullas
Its: President

ATTEST:

John D. Holt
Secretary

PRICE RIVER WATER USERS ASSOCIATION

By: Lyle B. Dwyer

Its: President

ATTEST:

Ann B. O'Brien

Secretary

The foregoing Agreement is approved
this 28 day of June, 1984.

UNITED STATES OF AMERICA

By: William J. Bennett

Title

W. R. McCabe

1

R E S O L U T I O N

BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the SANPETE WATER CONSERVANCY DISTRICT, at a meeting held on the 7th day of June, 1984, that the President and Secretary of said District be, and they are hereby authorized and empowered to execute on behalf of the District an Agreement with the CARBON WATER CONSERVANCY DISTRICT and the PRICE RIVER WATER USERS ASSOCIATION bearing the above date settling controversies between Carbon County water users and Sanpete County water users on the terms and conditions set out in said agreement presented and considered at this meeting.

C E R T I F I C A T I O N

I, Janice Petersen, Secretary of SANPETE WATER CONSERVANCY DISTRICT, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the directors of the said District at a regular meeting of the SANPETE WATER CONSERVANCY DISTRICT held on the 7th day of June, 1984.

Janice Petersen, Secretary
SANPETE WATER CONSERVANCY DISTRICT

EXHIBIT "B"

JUL 11 1984

WATER RIGHT

R E S O L U T I O N

BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the PRICE RIVER WATER USERS ASSOCIATION, at a meeting held on the 8th day of June, 1984, that the President and Secretary of said association be, and they are hereby authorized and empowered to execute on behalf of the Association an Agreement with the SANPETE COUNTY WATER CONSERVANCY DISTRICT bearing the above date settling controversies between Carbon County water users and Sanpete County water users on the terms and conditions set out in said agreement presented and considered at this meeting.

CERTIFICATION

I, ANN B. O'BRIEN, Secretary of PRICE RIVER WATER USERS ASSOCIATION, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the directors of the said District at a special meeting of the PRICE RIVER WATER USERS ASSOCIATION held on the 8th day of June, 1984.

Ann B. O'Brien

ANN B. O'BRIEN, Secretary
PRICE RIVER WATER USERS ASSOCIATION

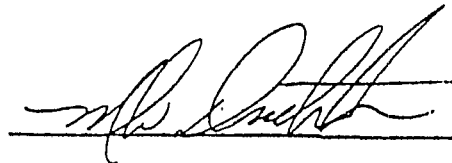
EXHIBIT "C"

R E S O L U T I O N

BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the CARBON WATER CONSERVANCY DISTRICT, at a meeting held on the 8th day of June, 1984, that the President and Secretary of said District be, and they are hereby authorized and empowered to execute on behalf of the District an Agreement with the SANPETE COUNTY WATER CONSERVANCY DISTRICT bearing the above date settling controversies between Carbon County water users and Sanpete County water users on the terms and conditions set out in said agreement presented and considered at this meeting.

CERTIFICATION

I, the undersigned Secretary of the CARBON WATER CONSERVANCY DISTRICT, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the directors of the said District at a special meeting of the CARBON WATER CONSERVANCY DISTRICT held on the 8th day of June, 1984.



Secretary

EXHIBIT "D"