

UTE INDIAN WATER COMPACT

The State of Utah, the Ute Indian Tribe of the Uintah and Ouray Reservation, Utah, and the United States of America, following each parties' required approval process, and acting through their respective representatives, agree to the Ute Indian Water Compact as follows:

**ARTICLE I
PURPOSE**

The purpose of this Compact is to remove the causes of present and future controversy over the quantification, allocation, distribution, and use of all waters derived by or through the Ute Indian Tribe pursuant to the Winters Doctrine and any and all other legal theories. Through this Compact the Parties intend to recognize and protect the Tribal Water Rights and Municipal and Industrial water defined herein of the Ute Indian Tribe, its Members, and all those possessing water rights derived by or through the Tribe. The Parties intend to protect and provide all citizens in the Upper Colorado River Basin in Utah with certainty regarding water rights, water management, and administration that will allow them to plan for the future.

**ARTICLE II
LEGAL BASIS FOR COMPACT**

This Compact is made in accordance with the Constitution and Laws of the United States, the State of Utah, and the Ute Indian Tribe.

**ARTICLE III
DEFINITIONS**

As used in this Compact, these terms, which are capitalized throughout this Compact, shall have the following meaning:

“Acre-Feet” means the amount of water necessary to cover one acre to a depth of one foot and is equivalent to 43,560 cubic feet or 325,851 gallons of water.

1 “Allottee” means an individual Indian who owns or holds an allotment or an interest in an allotment
2 on the Reservation.

3 “Allotment” means lands within the Reservation that were allotted to individual Indians pursuant
4 to the Act of February 8, 1887 (25 U.S.C. 331; 25 Stat. 388, chapter 119) (commonly known
5 as the General Allotment Act), and are presently owned by an Allottee in trust status.

6 “BIA” means the Bureau of Indian Affairs, a bureau of the United States Department of the Interior.

7 “Compact” means this Ute Indian Water Compact which includes and incorporates the Tabulation
8 of Ute Indian Water Rights, dated September, 2009, attached hereto, as it may be revised
9 pursuant to the terms of this Compact.

10 “Cubic Feet Per Second” or “CFS” means the standard unit of measurement of the flow of water
11 which is equivalent to approximately 448. 83 gallons per minute and will yield 646,315
12 gallons or 1.983 Acre-Feet of water in a 24 hour period.

13 “Decker Report” means the report entitled *Water Right Claims, Uintah and Ouray Indian*
14 *Reservation, Utah* (1960) (as amended), prepared by E.L. Decker and submitted by the Tribe
15 to the State Engineer.

16 “Depletion” means the use of water that renders it no longer available because it has been
17 evaporated, transpired by plants, incorporated into products or crops, consumed by people
18 or livestock, consumed by industrial processes, or otherwise removed from the Upper
19 Colorado River drainage.

20 “Diversion” means removing water from its natural course or location, or controlling water in its
21 natural course or location, by means of a control structure, ditch, canal, flume, reservoir,
22 pipeline, conduit, well, pump, or other structure or device.

1 “Federal Court Decrees” means the United States District Court for the District of Utah’s decisions
2 in *United States v. Cedarview Irrigation Company*, Case No. 4427 (1923) and *United States*
3 *v. Dry Gulch Irrigation Company*, Case No. 4418 (1923).

4 “Fee Land” means the land within the Reservation without any federal restrictions on alienation.

5 “Final Approval” means the date that Congress ratifies this Compact after it has first been ratified
6 by the Tribe and then by the State.

7 “General Stream Adjudication” means the adjudication in the District Court for the Eighth District
8 in and for Duchesne County, State of Utah entitled *In the Matter of the General*
9 *Determination of All the Rights to the Use of Water, Both Surface and Underground, Within*
10 *the Drainage Area of the Uinta Basin in Utah*, Civil No. 560800056CV.

11 “Irrigable Acreage” means the historically, presently, and practicably Irrigable Acreage quantified
12 and identified in the Tabulation.

13 “Member” means any person who is a duly enrolled member of the Ute Indian Tribe of the Uintah
14 and Ouray Reservation.

15 “Natural Flow” means water in a river, stream, or creek that has not previously been Stored.

16 “Parties” means the Tribe, State, and United States.

17 “Place of Use” means the location where water is beneficially used.

18 “Point of Diversion” means the location where water is diverted from a river, stream, or other source
19 of water.

20 “Project” means the Uintah Indian Irrigation Project, owned and operated by the United States,
21 which includes Diversion structures, conveyance systems, outlet works, and rights-of-way
22 collectively called an irrigation system, constructed pursuant to the Act of June 21, 1906, 34

1 Stat. 325, 375-76.

2 “Purpose of Use” means the purpose for which water is beneficially used.

3 “Reservation” means the Uintah and Ouray Reservation, established by Executive Order of October
4 3, 1861, as confirmed by the Act of May 5, 1864, 13 Stat. 63, and by Executive Order of
5 January 5, 1882. For purposes of this Compact only, and solely as a compromise to facilitate
6 efficient and effective administration, regulation, and management of water and water rights
7 under this Compact, the boundaries of the Reservation shall be as described by the United
8 States Court of Appeals for the Tenth Circuit in *Ute Indian Tribe v. State of Utah*, 773 F.2d
9 1087 (10th Cir. 1985) (*en banc*), unless otherwise stated. A map depicting those boundaries
10 is attached to and made a part of this Compact.

11 “Secretary” means the Secretary of the United States Department of the Interior or a duly authorized
12 representative thereof.

13 “State” means the State of Utah and all officers, agents, departments, and political subdivisions
14 thereof.

15 “State Engineer” means the State Engineer for the State of Utah as defined in Utah Code Annotated,
16 Section 73-2-1 (2004), as it may be amended.

17 “Stored” or “Storage Water” means water artificially impounded under a water right’s respective
18 priority date for future use in accordance with the right.

19 “Tabulation” means the Tabulation of Ute Indian Water Rights, dated September, 2009, attached to
20 and incorporated in this Compact.

21 “Tribal Water” or “Tribal Water Rights” means all water rights of every nature and description from
22 any source both surface and underground derived from and reserved under the Winters

1 Doctrine as originally set forth in *Winters v. United States*, 207 U.S. 564 (1908), and any and
2 all other legal theories, that are quantified, confirmed, and recognized in this Compact for
3 the Tribe, its Members and all those possessing water rights derived by or through the Tribe.
4 Tribal Water includes: (a) water that is allocated to the Project as originally provided for in
5 the Federal Court Decrees, held by the United States for use in the Project, and appurtenant
6 to lands identified in the Tabulation as Groups 1, 2 and 3 lands; and, (b) water that is
7 appurtenant to lands identified in the Tabulation as Groups 4, 5, 6, and 7.

8 “Tribe” means the Ute Indian Tribe of the Uintah and Ouray Reservation and all departments,
9 agencies, officers, and agents thereof.

10 “United States” means the United States of America and all departments, agencies, bureaus, officers,
11 and agents thereof.

12 “Winters Doctrine” means the federal legal principles announced by the United States Supreme
13 Court in *Winters v. United States*, 207 U.S. 564 (1908), and further refined by subsequent
14 federal court cases including, but not limited to, *Arizona v. California*, 373 U.S. 546 (1963)
15 (as supplemented).

16 **ARTICLE IV**
17 **QUANTIFICATION OF**
18 **TRIBAL WATER RIGHTS**
19

20 Section A. Quantification of Tribal Water Rights: There is hereby reserved, quantified,
21 apportioned, confirmed, and recognized from the waters apportioned to the State from the Colorado
22 River System to: (i) the United States in perpetuity, in trust, as Winters Doctrine water rights for the
23 Tribe and Allottees; and, (ii) those others possessing water rights derived by or through the Tribe,
24 the Depletion of water in the amount of 248,943 Acre-Feet per annum, and the related gross

1 Diversion amount of 470,594 Acre-Feet per annum, from all sources as more specifically described
2 and set forth in the Tabulation subject to the waivers in Article XVI.

3 Section B. Basis for Quantification: The parties have negotiated and agreed to the
4 quantification of Tribal Water based upon claims for Irrigable Acreage within the Reservation. A
5 significant portion of this Irrigable Acreage is served by the Uinta and Lake Fork Rivers and their
6 tributaries and is included in the Project. Tribal Water Rights for those Project lands were quantified
7 and confirmed in the Federal Court Decrees and are identified as Group 1 lands in the Tabulation.
8 The Project also serves Irrigable Acreage reserved under the Winters Doctrine from the Duchesne
9 River, which are identified in the Decker Report and the Tabulation as Groups 2 and 3 lands. Tribal
10 Water was reserved for additional Reservation lands susceptible to irrigation under the Winters
11 Doctrine, which are identified in the Decker Report and the Tabulation as Groups 4 through 7 lands.
12 The Federal Court Decrees and the Decker Report provide the basis for the Tabulation, which fully
13 identifies the acreage with Tribal Water Rights within the Reservation. Tables 1, 2, and 3 of the
14 Tabulation list the total Irrigable Acreage, maximum allowable Depletions, and Diversion
15 requirements, respectively, for each of the seven land groups by stream system.

16 Section C. Priority Dates:

17 (1) A priority date of October 3, 1861, is recognized for all Tribal Water tabulated for land
18 Groups 1 through 5.

19 (2) A priority date of January 5, 1882, is recognized for all Tribal Water tabulated for land
20 Groups 6 and 7, unless indicated otherwise in the Tabulation.

21 (3) Water supplied to Indian land from storage shall have the same priority date as assigned
22 to the water right application for that water storage project, except as specifically provided for in an

1 operating agreement for the storage facility that has been approved by the Tribe, State, and United
2 States.

3 Section D. Application of the Tabulation's Terms and Conditions: The Parties, as part of the
4 pending General Stream Adjudication will not petition the court for irrigation Diversion or Depletion
5 requirements higher or lower than are set forth in Tables 1, 2, and 3 of the Tabulation. Nevertheless,
6 should the court adopt a Diversion or Depletion requirement higher than those set forth in the
7 Tabulation, the figures in the Tabulation for any land or water users on the same stream system will
8 be adjusted to match the higher figures adopted by the court for that stream system. The delivery
9 schedules set forth in Tables 4, 5, 6, 7, 8, and 9 of the Tabulation may be modified by mutual consent
10 of the Parties and affected water users or through the General Stream Adjudication process, and shall
11 apply to all water users on the same stream system.

12 Section E. Group 4 Lands Owned in Fee:

13 (1) The Parties estimate that approximately 148 acres of Group 4 lands included and
14 identified in the Tabulation are: (i) former trust lands; (ii) located outside the Project; and, (iii) now
15 Fee Land. While Tribal Water Rights appurtenant to these Fee Lands were quantified in the Decker
16 Report and are included in the Tabulation, the Parties are not authorized to negotiate or settle the
17 quantification of the Tribal Water Rights for those lands on behalf of the fee owners.

18 (2)(a) The fee owners of the Group 4 Fee Land may seek to adjudicate and have decreed in
19 the General Stream Adjudication a Tribal Water Right for the Group 4 land to which such
20 fee owner claims the right is appurtenant. The Parties reserve the right to protest and oppose
21 that claimed right based upon any available legal theory.

22 (b) Any fee owner of Group 4 land, and that owner's heirs, successors, or assigns, shall be

1 subject to a claim that an appurtenant Tribal Water Right finally decreed in the General
2 Stream Adjudication was lost, abandoned, or forfeited pursuant to State law, if the water is
3 not put to beneficial use within seven (7) years of the date the Tribal Water Right for the
4 Group 4 Fee Land is finally decreed in the General Stream Adjudication.

5 (3) Any Group 4 Fee Lands that are reacquired by the Tribe shall have an appurtenant Tribal
6 Water Right as quantified in the Tabulation and will be subject to the terms and conditions of this
7 Compact, unless such water right has been declared in an appropriate forum to be lost, abandoned,
8 or forfeited prior to the Tribe's reacquisition.

9 Section F. Water Appurtenant to Group 5 Lands:

10 (1) The Decker Report defined Group 5 lands as "lands which have been found to be
11 productive and economically feasible to irrigate and are proposed to be included in the ultimate
12 phase of the Central Utah Project, the water right to which attaches by the principal of law
13 annunciated in the Winter's Case (Winter's v. United States, 207 U.S., 564-1908) [sic] generally
14 referred to as the 'Winter's Doctrine.'" While the Winters Doctrine provides the basis for the
15 quantification of Tribal Water Rights for the Group 5 lands, the Decker Report also sought to protect
16 existing non-Indian agricultural development by proposing that Tribal Water should be delivered to
17 the Group 5 lands from the Green River from various storage and delivery facilities to be constructed
18 under the Central Utah Project. Construction of those facilities is no longer authorized.

19 (2) In lieu of diverting the Tribal Water appurtenant to the Group 5 lands from Natural Flow
20 in the stream systems or from the proposed, but never constructed, storage facilities, the Parties have
21 agreed that the Tribe will take that water by exchange and transfer from the Green River. The
22 Tabulation, at Table 2, recognizes that Tribal Water in the amount of 57,948 Acre-Feet of

1 Depletions, and, at Table 3, 113,378 Acre-Foot of Diversions, is reserved for and available to the
2 Tribe from the Green River pursuant to this exchange and transfer. However, the Parties estimate
3 that approximately 1,866 acres of Group 5 land included and identified in the Tabulation are: (i)
4 former trust lands; (ii) located outside the Project; and, (iii) now Fee Land. While Tribal Water
5 Rights for these Fee Lands were quantified in the Decker Report and are included in the Tabulation,
6 the Parties are not authorized to negotiate or settle the quantification of the Tribal Water Rights
7 appurtenant to Group 5 lands on behalf of the fee owners.

8 (3) For the purpose of compromise and settlement, to obtain the Parties' consent to and
9 approval of this Compact, and to assure the physical availability of water for fee owned Group 5
10 lands without the disruption of current Diversion practices:

11 (a) The fee owners of the 1,866 acres of Group 5 Fee Land may seek to adjudicate and have
12 decreed in the General Stream Adjudication a Tribal Water Right in-place for the Group 5
13 land to which the fee owner claims the right is appurtenant. The Parties reserve the right to
14 protest and oppose that claimed in-place right based upon any available legal theory.

15 (b) To the extent any fee owner of Group 5 land obtains a decree in the General Stream
16 Adjudication confirming the owner's right to Tribal Water for that land, that owner may
17 exchange and transfer that Tribal Water Right to the Green River. Such an exchange shall
18 be on a Depletion basis using the figures set forth in Table 2, "Group 5 Depletion" column,
19 of the Tabulation.

20 (c) Any fee owner, or that owner's heirs, successors, or assigns of Group 5 land shall be
21 subject to a claim that an appurtenant Tribal Water Right finally decreed in the General
22 Stream Adjudication in-place for that land, was lost, abandoned, or forfeited pursuant to

1 State law if the water is not put to beneficial use within seven (7) years of the date the Tribal
2 Water Right for the Group 5 land is approved and finally decreed in-place in the General
3 Stream Adjudication.

4 (4) The Tabulation (Area: Uintah Bottoms), and the Decker Report, include 255 acres of lands
5 included as Group 5, but that are presently and have been irrigated for over 100 years under the Farm
6 Creek Proper Ditch. Those lands include 185 acres of Fee Land and 70 acres of Allotted Land located
7 in Sections 25 and 26 of Township 2 North, Range 1 West, U.S.B&M. Tribal Water Rights for those
8 lands, reduced by seven percent (7%), shall remain in-place for continued irrigation of those lands,
9 and shall not be transferred to the Green River.

10 (5) Following issuance of the final decree in the General Stream Adjudication establishing the
11 Place of Use of the Tribal Water appurtenant to the fee owned Group 5 land, if necessary, the Parties
12 shall revise the Tabulation to accurately reflect the source, extent, and Place of Use as set forth in the
13 final decree.

14 (6) Any Group 5 Fee Lands reacquired by the Tribe shall have an appurtenant Tribal Water
15 Right as quantified in the Tabulation and will be subject to the terms and conditions of this Compact,
16 unless such water right has been declared in an appropriate forum to be lost, abandoned, or forfeited
17 prior to the Tribe's reacquisition. The Tribal Water Right reacquired with such Lands shall be
18 transferred on a depletion basis to the Green River.

19 Section G. Use of Tribal Water Transferred to the Green River.

20 (1) At least sixty (60) days prior to the initial use of any portion of the Tribal Water
21 transferred to the Green River within the Reservation, the Tribe shall provide the State Engineer with
22 a notice of use describing the Point of Diversion, Place of Use, Purpose of Use, season of use,
23 estimated rate and quantity of Diversion, and amount of Depletion required. Any subsequent change

1 of use of the Tribal Water transferred to the Green River, including any use off the Reservation, shall
2 be made in accordance with the terms and procedures provided in Articles VII and VIII of this
3 Compact.

4 (2) The priority date for the Tribal Water Rights appurtenant to the Group 5 lands when
5 transferred to, the Green River shall be October 3, 1861.

6 Section H. Municipal and Industrial Water:

7 (1) For the purpose of compromise and settlement, and to obtain the Parties' consent to and
8 approval of this Compact, in addition to the Tribal Water identified and quantified in Section A of
9 this Article IV, the State agrees to apportion, confirm, and recognize to the United States in perpetuity
10 and in trust for the Tribe the annual Depletion of 10,000 Acre-Feet of water having a priority date of
11 October 3, 1861, for Municipal and Industrial purposes, from the Green River. The inclusion and
12 allocation of this Municipal and Industrial water shall not be interpreted as or reflect an admission
13 by the State of the existence of a water right for municipal or industrial purposes reserved under the
14 Winters Doctrine, and the inclusion and allocation of this Municipal and Industrial water right is
15 solely for the purpose of compromise and settlement.

16 (2) The Tribe, at its option, may choose to allocate and deduct its municipal and industrial
17 water uses throughout the Reservation from this Municipal and Industrial water right or it may change
18 the use of Tribal Water to meet those municipal and industrial uses, provided that Water Right
19 Certificate No. 43-1201 shall remain valid and shall not be subject to the terms of this subparagraph.

20 Section I. Storage of Water in Flaming Gorge Reservoir: The Tribe's Tribal Water transferred
21 to the Green River and its separately recognized Municipal and Industrial Water may be Stored or
22 managed in Flaming Gorge Reservoir. While the Tribe does not presently have a right to store water
23 in that Reservoir, it and the United States, through the Bureau of Reclamation, may negotiate a

1 storage right in the future. If an agreement is reached the Tribe will store its water subject to the
2 terms and procedures set forth in such an agreement and this Compact. But, this Compact shall
3 control in the case of conflict with the terms of any such storage agreement.

4 Section J. Use of Water for Religious and Cultural Purposes: Tribal Members may continue
5 to withdraw water by traditional methods from the streams and springs on the Reservation for
6 religious and cultural purposes. When the use of Tribal Water on a stream system meets or exceeds
7 ninety percent (90%) of the amount reserved from that stream as quantified in the Tabulation, the
8 Parties will determine whether a method for measuring the use of water from that stream for
9 traditional and cultural purposes is necessary and, if so, the means by which such measurements shall
10 be made.

11 **ARTICLE V**
12 **NO LOSS OR FORFEITURE**

13 Tribal Water and Municipal and Industrial Water is not and shall not be subject to loss by
14 forfeiture, abandonment, or non-use, whether it is: (i) delivered by the United States to lands in the
15 Project; (ii) appurtenant to lands held in trust for the Tribe and its Members; or, (iii) transferred to the
16 Green River. Tribal Water appurtenant to Fee Land outside the Project is subject to any applicable
17 State laws regarding loss by forfeiture, abandonment, or non-use.

18 **ARTICLE VI**
19 **USE OF TRIBAL WATER**

20 Section A. Use of Tribal Water: Tribal Water may be used for all types, kinds, period of use
21 and purposes of use, including but not limited to irrigation, stockwater, municipal, industrial,
22 recreational, in-stream, exchange, or lease. However, any use of Tribal Water for purposes other than
23 irrigation as designated in the Tabulation, except for the Tribal Water transferred to the Green River
24 under Article IV, Sections F and G, may be made only if approved in accordance with Article VII

1 below.

2 Section B. Persons and Entities: The Tribal Water quantified in this Compact includes the
3 Winters Doctrine water rights of the Tribe and its Members, as well as the water rights of all persons
4 and entities possessing a right to Tribal Water derived, directly or indirectly, by or through the Tribe.
5 Any water right in excess of the Tribal Water quantified in this Compact that is adjudicated or
6 otherwise established in the future on behalf of any person or entity based upon a claim derived,
7 directly or indirectly, by or through the Tribe, shall be included within and deducted from the Tribal
8 Water Rights quantified in this Compact, provided that a notice of the claim is served upon the Tribe,
9 the Tribe has the opportunity to participate in the proceedings, and a decree is issued that includes
10 such excess water right.

11 Section C. Relinquishment of Previously Acquired State Water Rights: Any State water
12 rights acquired and held by the United States or Tribe for which a Tribal Water Right is quantified
13 in this Compact are hereby relinquished, except that Water Right Certificate No. 43-1201 shall remain
14 valid and shall not be subject to the terms of this subparagraph. The Parties shall work cooperatively
15 to complete within two (2) years following Final Approval of this Compact, the identification of those
16 State water right certificates, applications, or other documents that represent State water rights that
17 are quantified in this Compact and relinquished pursuant to this Section.

18 Section D. Regulatory Authority: All persons or entities possessing a right to Tribal Water,
19 as set forth herein, are subject to the applicable laws and regulations of the Tribe, the United States,
20 and the State, provided that in the case of any conflict the specific provisions of this Compact shall
21 control.

22 Section E. Lands Included: Included within the Irrigable Acreage identified in this Compact
23 are: (i) Tribal lands and Allotments; (ii) Project lands, which include Tribal lands, Allotments, and

1 Fee Lands that were originally allotted lands; and, (iii) other Fee Lands outside the Project transferred
2 to or acquired by non-Indians. (As recognized in Article IV sections E(1) and F(2) above, while the
3 “other Fee Lands outside the Project” are included in the Tabulation, the Parties do not have the
4 authority to negotiate or settle the quantification of Tribal Water Rights for those lands.)

5 Section F. Quantity of Irrigable Acreage: As set forth in the Tabulation, the total acreage
6 under irrigation or susceptible to sustained production of agricultural crops by means of irrigation is
7 recognized as 129,201 acres, reduced by 7% to 120,157 acres to reflect homes, out-buildings, roads,
8 yards, fences, rights-of-way, and other non-productive lands.

9 Section G. Uintah Indian Irrigation Project:

10 (1) All Group 1, 2, and 3 lands are located in the Project and can be served by Project
11 conveyance systems. The Tribal Water Rights appurtenant to those lands are allocated for use within
12 the Project consistent with the terms of this Compact. Administration of the Tribal Water Rights
13 allocated to the Project shall be in accordance with the terms and provisions of Article VII below.

14 (2) The lands located in the Project are designated by the BIA as assessable or non-assessable.
15 The Officer-in-Charge of the Project is authorized to: (i) change the designation from assessable or
16 non-assessable; (ii) change the designation of Project land classes; and, (iii) approve the transfer of
17 water or water rights from tract to tract within the same Project conveyance system in accordance with
18 Article VII.

19 Section H. Future Applications for State Water Rights: Nothing in this Compact precludes:
20 (i) the United States as trustee for the Tribe or an Allottee; (ii) the United States as the owner of Fee
21 Land; (iii) the Tribe; or, (iv) any tribal Member from filing an application with the State Engineer for
22 the appropriation of additional water under State law. An application to appropriate water under State
23 law for Diversion from or use on lands held in trust will not be approved unless the application is

1 filed by or names as a co-applicant the Tribe or the Allottee(s) in whose name the land is held in trust.

2 **ARTICLE VII**
3 **ADMINISTRATION**

4 Section A. Division of Administrative Authority: The Parties acknowledge that in their
5 respective governmental capacities the Tribe, State, and United States have roles in the
6 administration, regulation, and distribution of all water and water rights on the Reservation and in the
7 operation of the Project. However, within the Reservation there is: (i) land that has been diminished
8 from the Reservation pursuant to the decisions in *Hagen v. Utah*, 510 U.S. 399 (1994), and *Utah*
9 *Indian Tribe v. Utah*, 114 F.3rd 1513 (10th Cir. 1997), *cert. denied sub nom Duchesne County v. Utah*
10 *Indian Tribe*, 522 U.S. 1107 (1998); (ii) a complex checkerboard regime of land ownership; and, (iii)
11 a hydrological relationship between surface and ground water and between the use of Tribal Water
12 Rights and non-Indian State-created water rights all of *that* require a coordinated and cooperative
13 system for the administration, regulation, and distribution of water. Given these complexities, and
14 to prevent and efficiently resolve water related controversies, it is in the Parties best interest to have
15 one governmental entity assume the primary role in administering and distributing water. Without
16 waiving any attribute of sovereignty, the Parties agree that such entity should be the State Engineer,
17 subject to and consistent with the agreements and covenants contained in this Compact. The Parties
18 shall cooperate in carrying out their administrative and regulatory roles as set forth in this Article.

19 Section B. Role of the State Engineer:

20 (1) The State Engineer, in a manner consistent with the agreements, covenants, and
21 limitations contained herein, shall exercise primary responsibility and authority for the administration
22 and distribution of all surface and ground water in Utah, including measurement, apportionment,
23 regulation, and distribution thereof to the Points of Diversion directly originating from the main water

1 source. The State Engineer as authorized by law, including the terms of this Compact, shall also have
2 general enforcement authority to prevent improper or illegal water use from the main source of water.

3 (2) The Tribe and the United States agree to allow the State Engineer and his designated
4 agents and employees access to trust lands solely for the purpose of performing the State Engineer's
5 administrative duties. The State Engineer's office shall apply with the Tribe annually for access
6 permits and the Tribe shall issue such permits within thirty (30) days following receipt of the
7 applications or notify the State Engineer if there is good cause to deny issuance of a permit(s);
8 provided, that such access permit(s) shall not be unreasonably denied.

9 (3) Administration by the State Engineer as described in this Article shall, to the maximum
10 extent possible, ensure that the water rights of all users, including the Tribe and its Members, are fully
11 enforced and protected from impairment, pursuant to the authority granted the State Engineer by this
12 Compact and State law.

13 Section C. Role of the United States: The United States, acting through the BIA as owner and
14 operator of the Project, shall have general administrative supervision of and authority over all Tribal
15 Water in the Project, including measurement, apportionment, regulation, distribution, and
16 enforcement thereof within the conveyance systems from the various Points of Diversion from the
17 main source in a manner consistent with the agreements, covenants, and limitations contained in this
18 Compact.

19 Section D. Role of the Tribe:

20 (1) The Tribe shall have general administrative supervision of and authority over all Tribal
21 Water and Municipal and Industrial Water from the Point of Diversion from the main source in a
22 manner consistent with the agreements, covenants, and limitations contained in this Compact.

23 (2) Within two (2) years of Final Approval of this Compact, the Tribe shall adopt a Water

1 Code consistent with the terms of this Compact. The Code shall provide: (i) a process for the
2 allocation of Tribal Water; (ii) recognition that the provisions of section 7 of the Act of February 8,
3 1887 (25 U.S.C. 381) relating to the use of water for irrigation purposes shall apply to the Tribal
4 Water; (iii) recognition that Allottees are entitled to a just and equitable allocation of Tribal Water
5 for irrigation purposes; (iv) a process for record keeping of the use of Tribal Water; (v) a process to
6 determine injury or impairment among Tribal Water users; (vi) notice to Tribal Water users when
7 their rights may be potentially impaired; (vii) due process for Tribal Water users; and (viii) for full
8 access to all pertinent water right information. The Water Code shall be submitted to the Secretary
9 for review as required by Article VI, Section 1(l) of the Tribe's Constitution.

10 (3) Within two (2) years of Final Approval of this Compact, the Tribe shall establish a Tribal
11 Water Resources Office and will employ a full-time licensed professional engineer with expertise in
12 hydrology, water resources, or other similar areas to act as the head of that Office. The Tribal Water
13 Engineer and his or her staff will coordinate daily water rights administration under the Tribal Water
14 Code in conjunction and cooperation with the State Engineer, his staff, and the BIA.

15 Section E. Confirmation of Current Uses of Tribal Water: The Tribe and its Members may
16 at any time re-initiate or put Tribal Water to beneficial use for the irrigation of lands as provided and
17 set forth in the Tabulation. During the two (2) year period following Final Approval of this Compact,
18 the Parties shall work cooperatively to identify and inventory any use of Tribal Water that may not
19 be properly identified and depicted in the Tabulation. Any improperly identified and depicted use
20 shall be properly accounted for and, if the Parties determine that such changed use may create the
21 potential for injury to other water rights, the Parties shall determine whether a change application filed
22 pursuant to this Article is necessary.

23 Section F. Application of Delivery Schedules: The delivery schedules in Tables 4, 5, 6, and

1 7 of the Tabulation set forth a schedule for the delivery of all Natural Flow. If, at any time, the
2 Natural Flow is insufficient to provide the delivery of the scheduled amount of water to all water
3 users, the priority system shall be applied until the full amount required under the delivery schedule
4 is physically available to more senior priorities. If after all junior priorities have been ordered to and
5 cease diverting, and the Natural Flow is insufficient to provide the amount of Tribal Water called for
6 by the delivery schedule, the State Engineer shall notify the BIA and Tribal Water Engineer if any
7 water is being delivered from storage and therefore not available to meet the scheduled delivery of
8 Natural Flow. The State Engineer shall identify the storage facility(ies), the amounts of water being
9 delivered from those facilities, and the point at which the Storage Water will be diverted.

10 Section G. Tribal Water Right Numbering: Each Tribal Water Right is set forth in the
11 Tabulation by canal with a Tribal Water Right number assigned. Tribal Water Rights shall be
12 assigned the number 43, to indicate in the State system that the rights are in the Uinta Basin, followed
13 by a number in the 20,000 series (43-20,000 through 43-20,999). The 20,000 series shall be
14 permanently dedicated to Tribal Water Rights and the use of that series shall indicate a Tribal Water
15 Right. Each Tribal Water Right certificate, change application, or application to segregate a Tribal
16 Water Right shall use the Tribal Water Right number assigned and shall state that it is a “Tribal Water
17 Right.”

18 Section H. Change of Use of Tribal Water Rights:

19 (1) Any person or entity entitled to use Tribal Water may apply to change the Point of
20 Diversion, Place, or purpose of use of that Tribal Water. Regardless of whether the proposed changed
21 use is inside or outside the Project, the applicant must file, subject to the conditions contained herein,
22 an application for a change of Tribal Water with the State Engineer. Neither the Tribe nor its
23 Members need to apply to the State Engineer for a change in Place of Use when the new Place of Use

1 is within the same conveyance system currently used and included within the Tabulation.

2 (2) Any change of Point of Diversion, Place, or Purpose of Use of a Project landowner's
3 proportionate share of Tribal Water must be approved by the BIA before an application may be filed
4 with the State Engineer. A Project landowner's request for a change of the landowner's proportionate
5 share of Tribal Water shall be evaluated by the BIA according to its rules and regulations. If the BIA
6 approves the requested change, with or without conditions, a change application may then be filed
7 with the State Engineer. Any such change application will have the BIA sign as a co-applicant or
8 shall be accompanied by a written acknowledgment from the BIA consenting to the specific change
9 requested.

10 (3) In addition to the State Engineer publishing notice of change applications in the local
11 newspaper as provided by law, notice of all change applications filed by a Tribal Water user shall also
12 be published in the Tribe's newspaper (presently called the "Ute Bulletin") at no cost to the State.
13 Notice of such change applications will be sent electronically to the Tribe's newspaper and shall be
14 deemed complete upon the State Engineer's receipt of an automatic electronic notice of delivery.
15 Copies of such change applications and any subsequent written protests, shall be sent electronically
16 to the Tribal Water Resources Office and the BIA within ten (10) days of filing with the State
17 Engineer.

18 (4) If the State Engineer decides to hold an informal administrative hearing on a change
19 application filed by a Tribal Water user, or any application protested by a Tribal Water user, that
20 hearing shall be conducted before the State Engineer, or designated hearing officer and the Tribal
21 Water Engineer. The State and Tribal hearing officers will make joint or individual recommendations
22 to the State Engineer regarding a proposed decision. The State Engineer shall issue a decision after
23 due consideration of the recommendation(s) from the hearing officers. Where no hearing is held, the

1 Tribal Water Engineer may provide the State Engineer with input on the application.

2 (5) Judicial review of the State Engineer's decision in which a Tribal Water user has
3 participated, shall be in State court as required by State law, provided that any party to such an action
4 shall have the right to change the venue of the action to the Third Judicial District Court in Salt Lake
5 County. The parties acknowledge that an action for de novo judicial review is not a lawsuit against
6 the United States or the Tribe. Participation by the United States or the Tribe, either as a plaintiff or
7 intervenor, shall not divest the Utah State Courts of jurisdiction to review a State Engineer decision.

8 (6) Prior to filing a change application with the State Engineer seeking to use ground water,
9 any Tribal Water user shall obtain a Tribal well permit from the Tribal Water Resources Office. At
10 a minimum, a Tribal well permit shall include the following information: (i) the aquifer or, if the
11 aquifer is unknown, the depth from which the water is proposed to be withdrawn; (ii) the location of
12 the proposed well; (iii) the Tribal or Municipal and Industrial Water Right as described in the
13 Tabulation from which the ground water to be withdrawn is transferred; (iv) the name of the owner
14 of the trust land on which the well or other structure is to be located; (v) the maximum amount of
15 water applied for in Acre-Feet; and (vi) the estimated maximum pumping rate in CFS or gallons per
16 minute (gpm).

17 (7) Well construction, drilling, maintenance, and abandonment shall be regulated by the Tribe
18 on trust land pursuant to regulations and guidelines no less stringent than those applied by the State.
19 Well drillers shall be approved by the Tribe before undertaking any activities on trust land and shall
20 have a well drillers license issued by the State.

21 (8) In the evaluation of any application to change the Point of Diversion, Place, or Purpose
22 of Use of Tribal Water, the Depletion (or consumptive use) and Diversion rates shall be as set forth
23 in Tables 2 and 3 of the Tabulation. In the review of any change of use of Tribal Water Rights

1 applied for by the Tribe or its Members, the right shall be deemed to have been historically diverted
2 and beneficially used in the full amounts as delineated in this Compact and specifically identified in
3 Tables 1, 2, and 3 of the Tabulation consisting respectively of acreage, Depletion, and Diversion
4 tables.

5 (9) In evaluating an application filed by the Tribe or a tribal Member to change a Tribal Water
6 Right on trust land, neither the State Engineer nor a court on review shall consider or evaluate
7 whether the proposed use is physically and/or economically feasible under UCA §73-3-8(1)(c), as it
8 may be amended.

9 (10) Under no circumstances shall the State of Utah seek to impose any criminal sanctions
10 against the Tribe or tribal Members with respect to their use or change of use of Tribal Water within
11 the Reservation.

12 (11) Notwithstanding any of the terms of this Article, applications to change the use of Tribal
13 Water off the Reservation, as defined in this Compact, shall be governed by Article VIII of this
14 Compact.

15 Section I. Use of Tribal Water Within the Project: The United States, acting as owner and
16 operator of the Project, shall have the authority to manage and control the delivery and use of Tribal
17 Water within the Project pursuant to applicable federal statutes, regulations, this Compact, and the
18 Tribal Water Code.

19 Section J. Appointment of Water Commissioners: The State Engineer shall appoint Water
20 Commissioners for the various stream systems included in the Tabulation, following consultation
21 with the Tribe, BIA, and non-Indian water users. Should the Tribe and the BIA object to the State
22 Engineer's appointment, then the Tribe, BIA, and non-Indian water users shall jointly submit two
23 names from which the State Engineer shall select the Water Commissioner.

1 non-appealable order of a federal court or pursuant to an agreement of the seven States signatory to
2 the Colorado River Compact. Provided, however, that in no event shall such transfer of Tribal Water
3 Rights take place without the filing and approval of the appropriate change applications in accordance
4 with Article VII above.

5 Except as provided herein, nothing in this Compact shall:

6 (1) constitute specific authority for the sale, exchange, lease, use or other disposition of any
7 federal reserved water right off the Reservation;

8 (2) constitute specific authority for the sale, exchange, lease, use or other disposition of any
9 Tribal Water Right outside the State of Utah;

10 (3) be deemed or construed as a congressional determination that any holders of water rights
11 do or do not have authority under existing law to sell, exchange, lease, use, or otherwise dispose of
12 such water or water rights outside the State of Utah; or,

13 (4) be deemed or construed to establish, address, or prejudice whether, or the extent to which,
14 or to prevent any party from litigating whether, or the extent to which, any of the aforementioned laws
15 do or do not permit, govern or apply to the use of the Tribe's water outside the State of Utah.

16 **ARTICLE IX**
17 **MIDVIEW EXCHANGE**

18 The terms, conditions, and responsibilities of the parties involved in the Midview Exchange
19 Agreement remain in full force and effect and are unaltered by the terms of this Compact.

20 **ARTICLE X**
21 **EXISTING CONVEYANCE SYSTEMS**

22 Section A. Ditches, Canals, Pipelines, Storage Facilities Existing Prior to August 25, 1945:

23 There are existing canals, ditches, pipelines, culinary pipelines, storage facilities, and other water
24 conveyance facilities, including laterals, headgates and other Diversion structures (hereinafter referred

1 to as “water conveyance systems”) owned and operated by non-Indian irrigators that traverse and
2 encumber land held in trust by the United States for the Tribe. Some of these water conveyance
3 systems have properly documented rights-of-way or easements. Others do not, possibly due to
4 misfiled documentation, lost records, the failure to file proper documentation or obtain proper
5 approvals, or other reasons. Because the purposes of this Compact includes providing certainty with
6 respect to water management, any water conveyance systems in existence prior to August 25, 1945,
7 that traverse or encumber land held in trust by the United States for the Tribe, are hereby approved and
8 confirmed by the Tribe and the United States subject to the following requirements:

9 (1) For any water conveyance system with properly completed and approved documentation,
10 confirmation by the use of aerial photography of the system’s location.

11 (2) For any water conveyance system without completed documentation or an approved right
12 of way, confirmation of the system’s location by the use of aerial photography and, upon payment of
13 the appropriate consideration, issuance of a right-of-way without limitation as to term of years.
14 Appropriate consideration under 25 C.F.R. § 169.12 shall be the fair market value of the rights granted
15 as determined pursuant to an appraisal obtained by the Secretary.

16 Section B. Proof Required: It is the obligation and the responsibility of the owner of a water
17 conveyance system to provide evidence of the existence of that system prior to August 25, 1945, to
18 provide the appropriate documentation and/or to pay all fees and costs related to obtaining and filing
19 the appropriate documentation necessary to meet the requirements of this Article. Depiction of a water
20 conveyance system on the 1952 aerial photos taken of the Uinta Basin shall be evidence that such
21 system was in existence prior to August 25, 1945.

22 Section C. Water Conveyance Systems Constructed After August 25, 1945 and Prior to 2009:
23 For any existing water conveyance system constructed after August 25, 1945 and prior to 2010, that

1 does not have properly completed and approved documentation, a new application must be filed in
2 accordance with 25 C.F.R. Part 169 (2008), as it may be amended, and granting of a right-of-way or
3 easement shall be determined consistent with that Part, except for 25 C.F.R. § 169.3. Appropriate
4 consideration under 25 C.F.R. § 169.12 shall be the fair market value of the rights granted as
5 determined pursuant to an appraisal obtained by the Secretary.

6 Section D. Pipelines: A ditch or canal in place prior to August 25, 1945, may have been or
7 may be replaced with a pipeline so long as the pipeline remains within the originally granted right-of-
8 way or easement or has the proper documentation and approval of any deviations, is not designed with
9 a capacity greater than the amount of water legally available at the Point of Diversion, and meets all
10 applicable statutory and regulatory requirements including, but not limited to any applicable
11 requirements of the National Environmental Policy Act (“NEPA”).

12 Section E. Documentation: The documentation required under this Article shall be completed
13 and submitted to the Tribe and United States no later than two (2) years following the date of Final
14 Approval of this Compact. The Tribe, United States, and the owner of the water conveyance system
15 shall each receive one complete copy of all documentation and subsequently issued approvals for that
16 system.

17 Section F. Not Applicable to Project Facilities: Sections A - E of this Article do not apply to
18 and have no force or effect with respect to any water conveyance systems for the Project.

19 Section G. Not Applicable to Allotments: Except to the extent allowed by federal, Sections
20 A-E of this Article shall not apply to and shall not have any force or effect with respect to those
21 portions of a water conveyance system that traverse individually owned allotted lands held in trust by
22 the United States.

1
2 Section A. Ratification: The Parties acknowledge that in order for this Compact to constitute
3 a final and permanent settlement of Winters Doctrine reserved water rights, it must be approved or
4 ratified by the United States Congress, the Legislature of the State of Utah, and the Ute Indian Tribe
5 through referendum of the Tribe's membership. Congress ratified and approved the 1990 version of
6 the Ute Indian Compact in section 503(a) of the Ute Indian Rights Settlement, Title V, Pub. Law 102-
7 575, 106 Stat. 4500, 4652 (Oct. 30,1992), subject to re-ratification by the State and the Tribe. The
8 Tribe and the State shall use their best efforts to expeditiously proceed with seeking approval of this
9 Compact by a referendum vote of the Tribe's membership followed by submission to the State
10 legislature. Following "re-ratification" by the Tribe and State, the Parties shall take all actions
11 necessary to implement this Compact, including any necessary approval by Congress of amendments
12 made by the Tribe and State to the 1990 version of the Compact. Following all necessary approvals
13 and entry of a final decree in the General Stream Adjudication, the terms of this Compact will have
14 the force and effect of law and the Parties agree to adopt all statutes, regulations, ordinances, and codes
15 that are, or may be necessary to harmonize existing statutes, regulations, ordinances, and codes with
16 this Compact.

17 Section B. Amendments: Any amendment or modification of this Compact shall be binding
18 only if evidenced in writing and signed by each Party or an authorized representative of each Party.

19 **ARTICLE XIV**
20 **EVIDENTIARY EFFECT OF NEGOTIATIONS**

21 Section A. No Admission Against Interest: This Compact has been arrived at in the process
22 of good faith negotiations for the purpose of resolving legal disputes, including pending litigation. All
23 Parties agree that no offers and/or compromises made in the course of this process shall be construed

1 as admissions against interests or be used in any legal proceeding other than ones for approval,
2 confirmation, interpretation, or enforcement of this Compact.

3 Section B. Voluntary Compromise: This Compact is the result of a voluntary compromise
4 settlement reached among the Parties. Accordingly, no provision of this Compact or its adoption as
5 part of any General Stream Adjudication shall be construed as altering or affecting the determination
6 of any issues relating to any other reserved water right claims that may belong to other Indian tribes
7 within or outside the State of Utah.

8 **ARTICLE XV**
9 **CAPACITIES IN WHICH COMPACT IS EXECUTED**

10 Section A. Tribe: This Compact is executed by the Tribe, through the Chairman of the Uintah
11 and Ouray Tribal Business Committee, subject to ratification and approval of the Tribe's Members by
12 a referendum vote.

13 Section B. United States: This Compact is executed by the United States, acting through the
14 Secretary of the Interior as trustee for: (i) the Uintah and Ouray Reservation; (ii) the Ute Indian Tribe;
15 and, (iii) the Tribe's Members, and as the owner and operator of the Project, subject to any necessary
16 congressional ratification of amendments made since Congress' prior ratification of the Compact in
17 Section 503(a) of the Ute Indian Rights Settlement, Title V, Pub. Law 102-575, 106 Stat. 4650, 4652
18 (Oct. 30, 1992).

19 Section C. State: This Compact is executed by the State, acting through its Governor, subject
20 to the approval of the State Legislature.

21 **ARTICLE XVI**
22 **WAIVERS**

23 Section A. Waiver and Release of Claims by the Tribe and the United States Acting in its
24 Capacity as Trustee for the Tribe: Subject to the retention of rights set forth in Section E, in return for

1 recognition of the Tribal Water Rights, Municipal and Industrial water rights, and other benefits set
2 forth in this Compact, the Tribe, on behalf of itself and its Members (but not tribal members in their
3 capacities as allottees), and the United States acting in its capacity as trustee for the Tribe and its
4 members (but not tribal members in the capacity as allottees), hereby waives and releases all claims
5 for water rights in the State of Utah, under any and all legal theories, that the Tribe, or the United
6 States acting in its capacity as trustee for the Tribe and its Members, asserted, or could have asserted,
7 in any proceeding, including but not limited to the pending General Stream Adjudication up to and
8 including the Enforceability Date, except to the extent that such rights are recognized in this Compact.

9 Section B. Waiver and Release of Claims by the United States Acting in its Capacity as
10 Trustee for Allottees: Subject to the retention of rights set forth in Section E, in return for recognition
11 of the Tribal Water Rights, Municipal and Industrial water rights, and other benefits set forth in this
12 Compact, the United States acting in its capacity as trustee for allottees, hereby waives and releases
13 all claims for water rights within the Reservation that the United States acting in its capacity as trustee
14 for the allottees asserted, or could have asserted, under any and all legal theories, in any proceeding,
15 including but not limited to the pending General Stream Adjudication up to and including the
16 Enforceability Date, except to the extent that such rights are recognized in this Compact.

17 Section C. Waiver and Release of Claims by the Tribe Against the United States: Subject to
18 the retention of rights set forth in subsections E and F, the Tribe, on behalf of itself and its Members,
19 waives and releases:

20 (1) all claims against the United States, its agencies, or employees, relating to claims for water
21 rights in the State of Utah that the United States acting in its capacity as trustee for the Tribe asserted,
22 or could have asserted, in any proceeding, including but not limited to the pending General Stream
23 Adjudication, except to the extent that such rights are recognized in this Compact;

1 (2) all claims against the United States, its agencies, or employees relating to damages, losses,
2 or injuries to water, water rights, land, or natural resources due to loss of water or water rights
3 (including but not limited to damages, losses, or injuries to hunting, fishing, gathering or cultural rights
4 due to loss of water or water rights; claims relating to interference with, Diversion or taking of water;
5 or claims relating to failure to protect, acquire, replace, or develop water, water rights or water
6 infrastructure) within the State of Utah that first accrued at any time up to and including the
7 Enforceability Date;

8 (3) all claims against the United States, its agencies, or employees relating to the litigation of
9 claims relating to the Tribe's water rights in the State; and,

10 (4) all claims against the United States, it agencies, or employees relating to the negotiation,
11 execution, or the adoption of this Compact, exhibits thereto, or the Final Decree.

12 Section D. Enforceability Date: The waivers shall become effective once a Final Decree is
13 issued in the General Stream Adjudication.

14 Section E. Reservation of Rights and Retention of Claims: Notwithstanding the waivers and
15 releases authorized in this Compact, the Tribe on behalf of itself and its members and the United States
16 acting in its capacity as trustee for the Tribe retain:

17 (1) all claims for the enforcement of the Compact and the Final Decree entered in the General
18 Stream Adjudication, through such legal and equitable remedies as may be available in the decree
19 court or the appropriate Federal Court;

20 (2) all rights to use and protect water rights acquired after the Enforceability Date;

21 (3) all rights to use and protect water rights acquired pursuant to state law, to the extent not
22 inconsistent with this Compact;

1 (4) all claims relating to activities affecting the quality of water including but not limited to
2 any claims the Tribe might have under the Comprehensive Environmental Response, Compensation,
3 and Liability Act of 1980 (42 U.S.C. 9601 *et seq.*) (including but not limited to claims for damages
4 to natural resources), the Safe Drinking Water Act (42 U.S.C. 300f, *et seq.*), and the Clean Water Act
5 (33 U.S.C.. 1251 *et seq.*), and the regulations implementing those Acts;

6 (5) all claims relating to damages, losses, or injuries to land or natural resources not due to loss
7 of water or water rights (including, but not limited to hunting, fishing, gathering, or cultural rights);

8 (6) all rights, remedies, privileges, immunities, and powers not specifically waived and
9 released pursuant to this Compact;

10 (7) all claims against any person or entity other than the United States, including claims for
11 monetary damages, with respect to claims that first accrued after the Enforceability Date with respect
12 to claims otherwise waived in accordance with subsection (C)(2):

13 (8) all claims the Tribe may have against the United States, including claims for monetary
14 damages, with respect to any claim by the Ute Distribution Corporation or mixed-bloods under the Ute
15 Partition Act (25 U.S.C. 677 *et seq.*), to Tribal Water, Tribal Water Rights or Municipal and Industrial
16 Water, except as set forth in this Compact.

17 Section F. Effect of Section: Nothing in this Section:

18 (1) affects the ability of the United States acting in its sovereign capacity to take actions
19 authorized by law, including but not limited to any laws relating to health, safety, or the environment,
20 including but not limited to the Comprehensive Environmental Response, Compensation, and Liability
21 Act, the Clean Water Act, the Safe Drinking Water Act, the Resource Conservation and Recovery Act,
22 and the regulations implementing such Acts;

1 (2) affects the ability of the United States to take actions acting in its capacity as trustee for
2 any other Tribe, Pueblo, or Allottee of any other Indian tribe;

3 (3) confers jurisdiction on any State to:

4 (a) interpret Federal law regarding health, safety, or the environment or determine the
5 duties of the United States or other parties pursuant to such Federal law; or

6 (b) conduct judicial review of Federal agency action;

7 (4) waives any claim of a Member of the Tribe in an individual capacity that does not derive
8 from a right of the Tribe;

9 (5) affects the authority of the Tribe over its Members who are Alottees.

10 Section G. Tolling of Claims: Nothing in this Article revives any claim or tolls any period of
11 limitation or time-based equitable defense that expired before the date of enactment of this Compact.

12 Section H. Delay not a Waiver: No delay or failure by any Party to exercise any right under
13 this Compact, and no partial or single exercise of that right, shall constitute waiver of that or any other
14 right, unless expressly provided herein. No waiver by a Party under this Compact shall affect or alter
15 the remainder of this Compact, and each and every covenant, duty, and condition hereof shall continue
16 in full force and effect with respect to any other then existing and subsequently occurring breach.

17 **ARTICLE XVII**
18 **OBTAINING COURT DECREE IN GENERAL STREAM ADJUDICATION**

19
20 Upon ratification, or re-ratification of this Compact pursuant to Article XIII herein, this
21 Compact and its attachments will be incorporated into a Proposed Determination of Rights issued by
22 the State Engineer in the General Stream Adjudication. The State Engineer and the court shall proceed
23 with the adjudication of the water rights set forth in this Compact prior to adjudicating other water
24 rights in the General Stream Adjudication. The Parties will cooperate to obtain an interlocutory decree
25 covering the same. If the Parties are unsuccessful in securing such a decree, this Compact shall

1 remain binding upon the Parties until a Final Decree is issued in the General Stream Adjudication
2 covering the Tribal and Municipal and Industrial Water Rights as set forth in the Compact and its
3 attachments.

4 **ARTICLE XVIII**
5 **COUNTERPARTS**

6 This Compact may be executed in counterparts, each of which shall be deemed an original, but
7 all of which together shall constitute one and the same Compact.

8 **ARTICLE XIX**
9 **ENTIRE AGREEMENT**

10 This Compact supercedes any prior understanding, representation or agreement of the Parties
11 regarding the subject matter hereof.

12 **ARTICLE XX**
13 **NOTICES**

14 Any notices to be given hereunder shall have been properly given when hand delivered to the
15 officer or manager designated in this Section, or when deposited in the United States mail, certified
16 or registered, postage prepaid, addressed as follows:

17	Chairman, Ute Indian Tribe	Superintendent, Uintah and Ouray Agency
18	Uintah and Ouray Reservation	Bureau of Indian Affairs
19	P.O. Box 190	P.O. Box 130
20	Fort Duchesne, Utah 84026	Fort Duchesne, UT. 84026
21		
22		
23		
24		
25		
26	State Engineer	Regional Director
27	Division of Water Resources	Bureau of Indian Affairs
28	1594 West North Temple	P.O. Box 10
29	Suite 200	Phoenix, AZ. 85001
30	Salt Lake City, UT. 84116	
31		
32		
33		
34		
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36		

1 UTE INDIAN TRIBE OF THE
2 UINTAH AND OURAY RESERVATION

STATE OF UTAH

3
4
5
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By: _____

By: _____

Its: _____

Its: _____

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UNITED STATES OF AMERICA

By: _____

Its: _____