

A G R E E M E N T

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WATER RIGHTS

This agreement made and entered into in Orem, Utah the 8th day of July, 1982 by and between the CENTRAL UTAH WATER CONSERVANCY DISTRICT, hereinafter styled "DISTRICT", and the SEVIER RIVER WATER USERS ASSOCIATION, hereinafter styled "ASSOCIATION", for the installation, operation and maintenance of water measurement devices located within the Sevier River Drainage Basin.

W I T N E S S E T H :

WHEREAS, the area represented by the ASSOCIATION was included within the boundaries of the DISTRICT to participate in benefits to be received from the DISTRICT and thru the construction of the Central Utah Project; and

WHEREAS, within the Bonneville Unit Plan a block of water has been designated for delivery through facilities to be constructed by the Project into the Sevier River Basin; and

WHEREAS, in the inclusion of the Sevier River Drainage Basin into the DISTRICT it was mutually understood that the ASSOCIATION and water users within the Sevier River Drainage Basin would do all that they could to make the most effective and efficient use of their available water supplies; and

WHEREAS, the water to be delivered into the Basin through the construction of the Bonneville Unit and with technical assistance being provided by the District and the USBR would be used as a catalyst to assist the water users of the Basin to make the most effective and efficient use of their available water; and

WHEREAS, it has been determined that to assist in accomplishing the above it was essential that additional measuring devices be installed at various locations within the Basin to provide the ASSOCIATION, the U. S. Bureau of Reclamation, and the DISTRICT with essential data on water flows and return flows within the Basin and how water imported by the Bonneville Unit of the CUP could provide maximum benefits; and

WHEREAS, it was mutually understood that both the ASSOCIATION and the DISTRICT would benefit by the installation of these measuring devices;

NOW, THEREFORE, in consideration of the mutual promises set forth herein the DISTRICT and ASSOCIATION agree as follows:

1. The DISTRICT agrees to purchase and make available not to exceed twenty-two (22) automatic water level recorders for measuring devices and to pay the cost of their installation for use within the Sevier River Basin.

2. The ASSOCIATION agrees to install the measuring devices.

3. The location of the measuring devices is to be agreed upon based upon studies concurred in by the ASSOCIATION and the DISTRICT. Any change of location of measuring devices will be made only upon approval of both the DISTRICT and ASSOCIATION.

4. The maintenance, operation, reading and preparation of data made available from the measuring devices will be the responsibility of the ASSOCIATION.

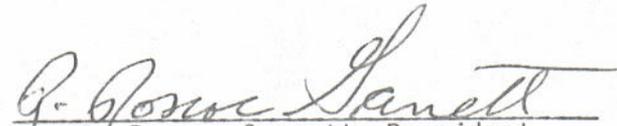
5. The DISTRICT agrees to make an annual payment in the amount of \$28,500 annually to the ASSOCIATION to assist in offsetting the costs incurred in the maintenance, operation, reading and preparation of data developed by the measuring devices.

6. This agreement is to remain in effect for a period of five years.

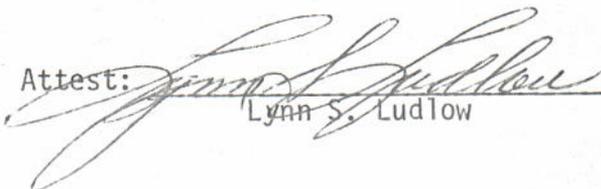
7. The DISTRICT will be furnished with all data collected at appropriate intervals as mutually agreed but not less frequently than annually. Also the data heretofore collected under a similar contract dated August 30, 1974 will be compiled by ASSOCIATION and furnished to the DISTRICT as soon as they are prepared but not later than March 1, 1983.

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

CENTRAL UTAH WATER CONSERVANCY DISTRICT

By 
R. Roscoe Garrett, President

Attest:


Lynn S. Ludlow

SEVIER RIVER WATER USERS ASSOCIATION

By _____
Clark J. Wall, President

Attest: _____