

In the year 1918, the United States Bureau of Reclamation filed Application No. 7781-a to obtain a right to divert water from the Duchesne River to effect what is generally known as the Midview Exchange. The water, so diverted, is stored in the Midview Reservoir and is released to satisfy Federal Court decreed rights of the United States on Lake Fork, a tributary of the Duchesne River, so that Lake Fork water can be diverted upstream for storage in Moon Lake. The decreed water rights are expressly limited by the decree to the use of three-acre-feet of water per acre.

For several years last past the waters of the Duchesne River have been distributed on a temporary basis by a water commissioner appointed by the State Engineer and under order of the court without regard to the limitation of three acre-feet per acre involved in the Midview Exchange and the limitations in the certificates issued by the State Engineer.

Affiant is informed and believes that the State Engineer proposes to distribute to the United States, as Trustee for the Indians to satisfy Indian water rights, four acre-feet of water per acre without regard to the acreage limitations mentioned above.

Affiant has, for many years, been familiar with water rights, water distribution and available water supplies for the petitioners, above-named, and knows that in years of short water supply the distribution of four acre-feet of water per acre to satisfy the Indian water rights on Duchesne River and the Lake Fork rights involved in the Midview Exchange will cause serious water shortages and irreparable damage to the petitioners and to their stockholders.

Affiant further states that for several years prior to 1965 the United States, acting through the Bureau of Indian Affairs, the Ute Tribe of Indians and the Central Utah Water Conservancy District engaged in negotiations (from which representatives of the petitioners and other private water right owners

were excluded), which resulted in an agreement dated September 20, 1965. Such agreement provides that certain Indian water rights are recognized and confirmed in quantities greatly in excess of actual use of water by the Indians, their successors and assigns, and are in excess of water rights covered by water right applications and certificates on file in the State Engineer's office.

The moving parties, and other similarly situated, were not parties to the 1965 agreement, have not ratified it, and it is believed are not bound by it; but nevertheless the affiant is informed and believes that the United States and the Ute Indian Tribe claim that the water rights of such petitioners and others similarly situated are subject to such agreement.

Affiant further states that if the terms of the 1965 agreement are imposed on the petitioners, there will be insufficient water in the Duchesne River to produce crops on lands irrigated under water rights of the petitioners and others similarly situated with the result that the stability of the agricultural and livestock economy in the Duchesne River Drainage area will be destroyed.

Ray Thomas

Subscribed and sworn to before me this 6th day of

April, 1981.

Louis A. Chadwick
Notary Public

My Commission Expires:

January 31, 1983

Residing at:

Salt Lake County