

CONTRACT BETWEEN THE UNITED STATES AND THE WEBER RIVER WATER USERS'
ASSOCIATION PROVIDING FOR THE CONSTRUCTION OF THE ECHO
RESERVOIR AND THE WEBER-PROVO DIVERSION CANAL.

THIS CONTRACT, Made this 16 day of December, 1926, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, acting for this purpose through E. C. Finney, First Assistant Secretary of the Interior, hereinafter referred to as the Secretary, under the provisions of the Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof or supplementary thereto, particularly the Warren Act of February 21, 1911 (36 Stat., 925), hereinafter collectively referred to as the Reclamation Law, and the WEBER RIVER WATER USERS' ASSOCIATION, hereinafter referred to as the Association, a corporation of the State of Utah, with its principal office at Ogden, Utah, Witnesseth:

EXPLANATORY RECITALS

2. WHEREAS, the United States proposes to construct a storage reservoir on the Weber River near Echo, in Summit County, Utah, for the impounding and storage of water for irrigation and other purposes to be known as the Echo Reservoir; and
3. WHEREAS, the United States proposes to construct a canal near Kamas, Utah, for the diversion of water from the Weber River to the Provo River, for irrigation and other purposes, to be known as the Weber-Provo Diversion Canal; and
4. WHEREAS, the construction by the United States of said Echo Reservoir and said Weber-Provo Diversion Canal as a part of the first division of the Salt Lake Basin Project, Utah, has been authorized by Congress; and
5. WHEREAS, it is the intention of the United States to build said Echo Reservoir so as to impound water to an elevation of 5560 feet above mean sea level, at which elevation the reservoir will have an estimated storage capacity of 74,000 acre feet; and
6. WHEREAS, it is the intention of the United States to build said Weber-Provo Diversion Canal so as to have a capacity of 210 second-feet of water; and
7. WHEREAS, the United States has acquired for and in connection with the said Echo Reservoir and said Weber-Provo Diversion Canal certain water and water rights in and from the Weber River as represented by the following described water appropriations and filings:

Application No. 9568, dated August 22, 1924, for 74,000 acre feet of water to be stored in the Echo Reservoir, filed and recorded in the office of the State Engineer of Utah, in Book I-29 of Applications to Appropriate Water, on Pages 278 to 280.

Application No. 9580, dated August 22, 1924, for 300 second feet of the water of Weber River, filed and recorded in the office of the State Engineer of Utah, in Book I-29 of Applications to Appropriate Water, on Pages 326 to 328.
8. WHEREAS, the prosecution by the United States of the construction of said Echo Reservoir and said Weber-Provo Diversion Canal depends upon the ability of the United States to secure contracts for the repayment of expenditures made or to be made in so doing; and

9. WHEREAS, the United States will have for disposal under the terms of the said Reclamation Law from said Echo Reservoir 74,000 acre feet of water or so much thereof as may be actually available from its said water supply and also, at times, certain water for diversion to the Provo River through and by means of the said Weber-Provo Diversion Canal; and.

10. WHEREAS, the Association desires to secure from the United States for the use of its stockholders for irrigation purposes a water supply from said Echo Reservoir to the extent of 74,000 acre feet or so much thereof as may constitute a proportionate share of the water actually available, and in addition thereto desires to provide means for the diversion from the Weber River to the Provo River through the said Weber-Provo Diversion Canal of certain water up to but not exceeding 210 second feet as hereinafter provided in Article 13.

11. NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is hereby agreed as follows:

EXTENT TO WHICH WATER RIGHTS MAY BE SOLD

12. The United States will sell a total of 74,000 acre feet of water from said Echo Reservoir, although it is anticipated that due to drought, shortage of supply, losses by seepage and evaporation and other causes, the water supply actually available in some years for use from said Echo Reservoir may be less than 74,000 acre feet.

SALE OF WATER BY THE UNITED STATES.

13. The United States will furnish to the Association:

(a) Each year during the irrigation season beginning April 1 and ending October 31, 74,000 acre feet of water or so much thereof as may be actually available as aforesaid, said water supply to be delivered in the Weber River immediately below the outlet of the Echo Reservoir as nearly as practicable at the rate of delivery ordered by the Association but not more than 2000 acre feet per day. All such water shall be delivered and used subject to and in full compliance with the provisions of said Warren Act, and in no other manner.

(b) Capacity in the said Weber-Provo Diversion Canal up to but not to exceed 210 second-feet, together with the right to divert surplus water from the natural flow of the Weber River from May 1st to August 1st of each year in such amount not exceeding 210 second feet as is sufficient, (when beneficially used for irrigation purposes through existing canals diverting water from the Provo River above its confluence with the South Fork of the Provo River near Vivian Park at a duty not lower than 1 second feet for 60 acres of land,) to maintain the flow of the Provo River just below its confluence with the South Fork of the Provo River near Vivian Park, Utah, up to but not exceeding 510 second feet after which said Echo Reservoir shall be filled once each and every yearly period from November 1st to the following October 31st as against the right to divert through said Weber-Provo Diversion Canal the difference between what is actually required to maintain said flow in the Provo River near Vivian Park, Utah, at 510 second-feet as aforesaid and said 210 second feet and also as against the right to divert an additional 790 second-feet from the Weber River to the Provo River which may be required for developments which may be provided by the United States in the future in connection with the Salt Lake Basin Project. It is expressly understood that capacity only in said Weber-Provo Diversion Canal is hereby disposed of by the United States, and that title to said Weber-Provo Diversion Canal remains in the United States, so that the United States may enlarge said canal for other possible developments which the United States may undertake in the future in connection with the Salt Lake Basin Project.

RIGHT OF WATER SUPPLY TO BE PERMANENT

14. It is understood that the Association is to acquire from the United States under the provisions of this contract and said Reclamation Law, a permanent right to the use of the water herein provided to be purchased by it.

UNITED STATES NOT LIABLE FOR WATER SHORTAGE

15. On account of drought or other causes there may occur at times a shortage in the quantity of water provided for herein, and while the United States will use all reasonable means to guard against such shortage, in no event shall any liability accrue against the United States or any of its officers, agents or employees for any damage direct or indirect arising therefrom and the payments to the United States provided for herein shall not be reduced because of any such shortage.

DISTRIBUTION AND USE OF WATER BY ASSOCIATION

16. The Association in the distribution of the water supply acquired hereunder, shall comply with the provisions of the Reclamation Law, particularly those of the said Warren Act, and regulations of the United States applicable thereto, and shall not furnish or deliver to any one landowner water in excess of an amount sufficient to irrigate 160 acres of land. The basis, the measure and the limit of the right of the Association to the use of the said water shall rest perpetually in the beneficial application of the same to the lands of individual land owners who are stockholders in the Association or stockholders in companies, corporations, or associations which in turn are stockholders in the Association. The Association shall cause said water to be put to beneficial use with due diligence in accordance with law.

OPERATION AND MAINTENANCE BY ASSOCIATION

17. The Association shall, at its own sole cost, operate and maintain said Echo Reservoir and said Weber-Provo Diversion Canal and appurtenant works after the construction of the same by the United States and when notified by the United States so to do, and will deliver and distribute said water or cause the same to be delivered and distributed to those entitled to use the same in compliance with the Reclamation Law and particularly the said Warren Act and the rules and regulations established by the Secretary. The Association shall maintain said Echo Reservoir and said Weber-Provo Diversion Canal and appurtenant works in proper operating conditions at all times and if it shall fail to do so, the United States may maintain or repair the same and charge the cost thereof to the Association, which cost the Association shall promptly pay.

INSPECTION

18. The Secretary may cause to be made from time to time at his election a reasonable inspection of said Echo Reservoir, Weber-Provo Diversion Canal and appurtenant works, and of the books, records and papers of the Association to ascertain whether the terms of this contract are being faithfully executed by the Association. The actual expense of such inspection as found by the Secretary shall be promptly paid by the Association upon submission of bill therefor by the United States.

PROVIDE SECURITY

19. The Association shall provide or cause to be provided adequate security as determined by the Secretary by which the United States will be protected, secured and insured in the payment of all sums and charges herein provided to be paid to the United States by the Association: Provided: That no expenditures will be made by the United

States under this contract until such security has been duly approved by the Secretary, notwithstanding prior execution of this contract by the United States.

TO USE ALL POWERS TO COLLECT CHARGES

20. The Association agrees that it will cause to be made and collected all necessary assessments and will use all the powers and resources of the Association, including the power of the Association to levy and collect assessments against its shares of stock and the power to withhold delivery of water, to collect and pay to the United States all charges or sums provided in this contract in full on or before the date the same becomes due.

COMPETENT SUPERINTENDENCE REQUIRED

21. Until payment to the United States for the works and water supply herein contracted for have been completed the Association shall employ as Superintendent a competent irrigation engineer who shall have experience as Superintendent in the operation of irrigation works of similar character and magnitude as the Echo Reservoir and the Weber-Provo Diversion Canal and appurtenant works. The selection of such person shall be subject to the approval of the Secretary, and upon notice from the Secretary that said superintendent is or has become unsatisfactory the Association shall, as often as such notice be given, promptly terminate the employment of such unsatisfactory employee and employ one suitable to the Secretary.

PAYMENT OF CONSTRUCTION COSTS BY ASSOCIATION

22. The Association shall pay to the United States as the construction charge for said works and water supply as herein described, the cost thereof as determined and stated by the Secretary of the Interior in the statement hereinafter provided for, but not to exceed the sum of three million dollars (\$3,000,000) in twenty (20) equal annual installments, the first of which shall become due and payable on December 1st of the year in which the Secretary announces the completion of expenditures for the Echo Reservoir, Weber-Provo Diversion Canal and appurtenant works; and subsequent installments on December 1st of each year thereafter for the term above stated. It is agreed that in case the total cost of said works is less than three million dollars (\$3,000,000) the amount to be repaid to the United States shall be proportionately reduced. It is further agreed that in case said three million dollars (\$3,000,000) is not sufficient to complete said reservoir, canal, and appurtenant works, or the portion thereof needed to secure for the Association the full benefits contracted for herein, the Association nevertheless agrees to pay the United States the amount expended in the partial completion of such works.

PAYMENT OF OPERATION AND MAINTENANCE CHARGES TO THE UNITED STATES

23. In addition to the payment of the construction charges as provided in Article 22 the Association shall pay to the United States each year in advance such operation and maintenance charges per acre-foot for such service as may be performed by the United States, and as may be fixed by the Secretary as the Association's proportionate part of the cost of the operation and maintenance of the Echo Reservoir, Weber-Provo Diversion Canal, and appurtenant works, including repairs, replacements, betterments, or any of them. The total of said cost due the United States shall be set forth in an estimate to be furnished each year by the Secretary and shall be due and payable on March 1 of each year. Such estimate, for any year other than the first in which payments are made under this contract, shall take account of any surplus or deficiency resulting from the estimate for the previous year being too high or too low.

COMPUTATION OF COST

24. The cost of Echo Reservoir, Weber-Provo Diversion Canal and appurtenant works

provided for by this contract which the Association obligates itself to pay shall embrace all expense of whatsoever kind in connection with, growing out of, or resulting from the work described, including the cost of labor, material, equipment, investigations, engineering, legal work, superintendence, administration, overhead, rights of way, property, and damages of all kinds; and the Secretary of the Interior will furnish the Association a statement of the total amount of such cost incurred by the United States, which statement shall be accepted as final and binding on both parties hereto.

PENALTY FOR DELINQUENCY IN PAYMENT

25. Every installment of money required to be paid to the United States under this contract, which shall remain unpaid after the same becomes due, shall bear interest at the rate of six per cent per annum until paid.

REFUSAL OF WATER IN CASE OF DEFAULT

26. The United States reserves the right to refuse the delivery of water to the Association in the event of its failure to pay in advance the annual operation and maintenance charges provided to be paid in Article 23 or in the event of the default by the Association for a period of more than twelve months in the payment to the United States of any installment of the construction charges provided to be paid in Article 22. The Association shall refuse water service to all water users who may be in default for more than twelve months in the payment to the Association of any assessment levied by it for the purpose of raising revenues to meet the payment of construction charges due the United States from the Association under this contract or who shall fail to pay in advance to the Association any assessment levied by the Association for the purpose of raising revenues to meet the annual operation and maintenance charges of the United States or of the Association. The provisions of this article are not exclusive and shall not in any manner prevent the United States from exercising any other remedy to enforce collection of any amount due hereunder.

CONTRACT SUBJECT TO APPROPRIATIONS BY CONGRESS

27. This contract is subject to appropriations being made by Congress from year to year of moneys sufficient to do the work provided for herein and no liability shall accrue against the United States by reason of such moneys not being appropriated. Should only a portion of the moneys necessary to complete the work be so provided then the amount to be repaid by the Association to the United States for such work shall be reduced to an amount equal to the amount appropriated and actually expended.

SECRETARY MAY MAKE AND MODIFY REGULATIONS

28. The Secretary reserves the right, so far as the purport thereof may be consistent with the provisions of this contract, to make reasonable rules and regulations, and to add to or to modify them as may be deemed proper and necessary to carry out the true intent and meaning of the law and of this contract.

OFFICIALS NOT TO BENEFIT

29. 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 therefrom. Nothing, however, herein contained shall be construed to extend to this contract if made with a corporation for its general benefit.

SUCCESSORS AND ASSIGNS OBLIGATED

30. The provisions of this agreement shall apply to and bind the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

BY E. C. Finney

First Assistant Secretary of the Interior.

WEBER RIVER WATER USERS' ASSOCIATION

(Signed) BY A. P. BIGELOW

President

ATTEST:

(Signed) T. R. JONES

Secretary

(Corporate Seal of Weber River Water Users Association)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

SUPPLEMENTAL CONTRACT WITH THE WEBER RIVER WATER USERS' ASSOCIATION

THIS SUPPLEMENTAL CONTRACT, Made this 20th day of December, 1938, between the United States of America, hereinafter referred to as the United States, acting for this purpose through Harry Slattery, Under Secretary of the Interior, hereinafter referred to as the Secretary, under the provisions of the Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof or supplementary thereto, hereinafter referred to as the Reclamation Law, and the Weber River Water Users' Association, a corporation of the State of Utah, hereinafter referred to as the Association, with its principal place of business at Ogden, Utah:

WITNESSETH:

EXPLANATORY RECITALS

2. WHEREAS, under the authority of the Reclamation Law, the United States constructed that certain irrigation project in the State of Utah, commonly known as the First Division of the Salt Lake Basin Project, consisting of the Echo Reservoir and the Weber-Provo Diversion Canal; and
3. WHEREAS, the United States and the Association entered into a contract, dated December 16, 1926, hereinafter referred to as the Association-Government contract; and
4. WHEREAS, said Association-Government contract provides, among other things, for the payment by the Association of the expenditures made by the United States in the construction of said First Division of the Salt Lake Basin Project, and for other purposes; and
5. WHEREAS, the Association desires that said Association-Government contract be modified so as to permit of the payment by the Association of the expenditures made by the United States in constructing said First Division of the Salt Lake Basin Project being made on the basis of thirty (30) annual instalments instead of on the basis of twenty (20) annual instalments as provided in said Association-Government contract; and
6. WHEREAS, the Association claims that the granting of said longer period of repayment of construction cost will place the Association in an economic and financial position from the standpoint of ability to pay where it will be able thereafter to meet when due its payments to the United States; and
7. WHEREAS, the Secretary has found that said repayment period of thirty years for the Association is necessary to provide for feasible administration of the First Division of the Salt Lake Basin Project; and
8. WHEREAS, the United States, in connection with construction of the Provo River Project, Utah, finds it necessary and desirable to effect a contract for exchange of power water between the United States, the Provo River Water Users' Association, the Weber River Water Users' Association, the Utah Power and Light Company and the Utah Light and Traction Company, in a form approved by the Secretary; and to effect a contract for transfer of management, control and operation and maintenance of

the Weber-Provo Diversion Canal from the Weber River Water Users' Association to the Provo River Water Users' Association, in a form approved by the Secretary.

9. NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, it is mutually agreed as follows:

PAYMENT OF THE CONSTRUCTION COST BY THE ASSOCIATION

10. The Association shall pay to the United States the sum of Two Million Four Hundred Sixty-nine Thousand Four Hundred One Dollars and Twenty-four Cents (\$2,469,401.24), said sum of Two Million Four Hundred Sixty-nine Thousand Four Hundred One Dollars and Twenty-four cents (\$2,469,401.24) being that part of the total expenditures made by the United States in the construction of said First Division of the Salt Lake Basin Project (herein also referred to as the construction charge or construction cost) remaining unpaid on November 30, 1938 (irrespective of whether due or not due), excluding the One Hundred Ninety Thousand Dollars (\$190,000) thereof to be assumed by the Provo River Water Users' Association under the proposed contract relating to the Weber-Provo Diversion Canal referred to in Article 8 of this contract, and including construction charge instalments with interest deferred under the moratorium acts of April 1, 1932 (47 Stat. 75), March 3, 1933 (47 Stat. 1427), March 27, 1934 (48 Stat. 500), June 13, 1935 (49 Stat. 337), and April 14, 1936 (49 Stat. 1206). Said remaining sum of Two Million Four Hundred Sixty-nine Thousand Four Hundred One Dollars and Twenty-four Cents (\$2,469,401.24) shall be paid to the United States by the Association in twenty-eight equal annual instalments, the first of which annual instalments shall become due and payable on February 15, 1939, and subsequent instalments shall become due and payable on February 15 of each year thereafter until 1966 inclusive.

EXECUTION OF OTHER CONTRACTS

11. The Association will execute the contract for exchange of power water and the contract relating to the Weber-Provo Diversion Canal, both referred to in Article 8 of this contract, each in a form satisfactory to the Secretary. It is expressly agreed and understood that execution by the Association and other parties of said two contracts in said form is consideration for the provisions of Article 10 of this contract and that the extension of the Association's repayment period under said Article 10 shall not be effective until each of said two proposed contracts referred to in Article 8 has been duly executed by the parties thereto.

CREDIT ON 1937 PAYMENT

12. Any payment made to the United States on or after December 1, 1938, and prior to the date of this contract, on the annual instalment due on December 1, 1938, under said Association-Government contract dated December 16, 1926, shall be credited on the first annual instalment provided to be paid on February 15, 1939, under this supplemental contract.

INTEREST FOR DELINQUENCY IN PAYMENT

13. Every instalment of money required to be paid to the United States under this contract which shall remain unpaid after the same becomes due shall bear interest at the rate of six per cent (6%) per annum until paid.

CROP CENSUS

14. The Association shall keep a reasonable summary record of all crops raised and agricultural or livestock products produced under the irrigation system of the

Association and furnish the Secretary on or before December 31 of each year a crop report.

SUPPLEMENTAL TO PRIOR CONTRACT

15. This contract is supplementary to that certain contract heretofore made between the United States and the Association dated December 16, 1926, and which contract shall be and remain in full force and effect, except as herein modified.

OFFICIALS NOT TO BENEFIT

16. 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.

SUCCESSORS AND ASSIGNS OBLIGATED

17. The provisions of this contract shall apply to and bind the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

BY (signed) Harry Slattery

Under

~~Assistant~~ Secretary of the Interior

WEBER RIVER WATER USERS' ASSOCIATION

BY (signed) A. P. BIGELOW

President

(SEAL)

ATTEST:

(Signed) D. D. HARRIS

R E S O L U T I O N

BE IT AND IT IS HEREBY RESOLVED by the Stockholders of the Weber River Water Users Association that the action taken by the Board of Directors of this Association at its meeting held December 20, 1938, authorizing the President and the Secretary to execute and deliver to the United States a supplemental contract extending the period for the repayment of the construction costs of the Salt Lake Basin (Echo Reservoir) Project as provided in that certain contract between the Weber River Water Users Association and the United States dated December 16, 1926, and the execution of said supplemental contract by the President and Secretary are hereby approved, confirmed and ratified and said supplemental contract is approved as the contract of this Association.

C E R T I F I C A T E

I, D. D. Harris, Secretary of the Weber River Water Users Association, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed by the stockholders of the Weber River Water Users Association at an annual meeting held on the 20th day of December 1938.

I further certify that at said meeting 47,575 shares of stock voted in favor of said resolution and that no shares voted against said resolution.

I further certify that the total number of shares of stock represented at said meeting was 47,575.

Dated this 20th day of December, 1938.

(SEAL)

(Signed) D. D. HARRIS

Secretary

R E S O L U T I O N

BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the Weber River Water Users Association that the President and Secretary of said Association be and they hereby are authorized and empowered to execute, seal and deliver to the United States a supplemental contract extending the period for the repayment of the construction costs of the Salt Lake Basin (Echo Reservoir) Project as provided in that certain contract between the Weber River Water Users Association and the United States dated December 16, 1926, upon the terms and conditions as set out in the form of contract presented to and considered at this meeting, or upon such other terms and conditions as may be satisfactory to the President and Secretary of this Association.

C E R T I F I C A T E

I, D. D. Harris, Secretary of the Weber River Water Users Association, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed by the Board of Directors of the Weber River Water Users Association at a meeting held on the 20th day of December, A. D., 1938;

I further certify that at said meeting eight (8) Directors were present and that eight (8) Directors voted in favor of said resolution and that no Directors voted against said resolution;

I further certify that the total number of Directors of said Weber River Water Users Association is nine (9).

(Signed) D. D. HARRIS

Secretary

(SEAL)

