

**ARCHES NATIONAL PARK
WATER RIGHTS AGREEMENT**

This Agreement is made and entered into by the United States of America ("United States") and the State of Utah ("Utah" or the "State").

RECITALS

A. Utah has initiated statutory adjudications of water rights entitled, "IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE COLORADO RIVER IN SAN JUAN, GRAND AND UINTAH COUNTIES, UTAH AND EXCLUSIVE OF THE GREEN RIVER DRAINAGE," filed in the Seventh Judicial District, Grand County, State of Utah, as Civil No. 810704477, and "IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE PRICE RIVER AND THE DRAINAGE AREA OF THE GREEN RIVER FROM THE CONFLUENCE OF THE PRICE AND GREEN RIVERS TO THE CONFLUENCE OF THE GREEN AND COLORADO RIVERS, EXCLUDING THE DRAINAGE AREA OF THE SAN RAFAEL RIVER IN UTAH," filed in the Seventh Judicial District, Carbon County, State of Utah, as Civil No. 8598. These adjudications are commonly referred to as the Southeastern Colorado River General Adjudication and the Price/Green Rivers General Adjudication respectively (the "General Adjudications") and encompass the area within which Arches National Park (the "Park") is located, which area is within the Colorado River and Green River drainages (Areas 01 and 92). The United States has not yet been joined as a party in the General Adjudications. However, in order to remove any causes of present and future controversy over the use of water at the Park, the United States and Utah have conducted negotiations regarding a federal reserved water right for the Park.

B. These negotiations have resulted in the recognition of a federal reserved water right of the United States for the Park, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, based on the mutual promises contained herein, the parties agree to the following:

1. Establishment of Arches National Park. Arches National Monument (the "Monument") was established and subsequently expanded pursuant to the Antiquities Act of June 8, 1906, 34 Stat. 225, 16 U.S.C. § 431, by Presidential Proclamation No. 1875, 46 Stat. 2988, dated April 12, 1929; Presidential Proclamation No. 2312, 53 Stat. 2504, dated November 25, 1938; Presidential Proclamation No. 3360, 74 Stat. c79, dated July 22, 1960; and Presidential Proclamation No. 3887, 83 Stat. 920, dated January 20, 1969. On November 12, 1971, pursuant to the National Park Service Organic Act of August 25, 1916, 64 Stat. 535, 16 U.S.C. § 1, Congress, in Public Law 92-155, 85 Stat. 422, established Arches National Park by including the lands comprising the Monument within the Park and abolishing the Monument. The Park was subsequently expanded pursuant to Public Law 103-93, 107 Stat. 995, dated October 1, 1993; Public Law 105-329, 112 Stat. 3060, dated October 30, 1998 (as amended by Public Law 106-176, 114 Stat. 32, dated March 10, 2000); and Public Law 105-335, 112 Stat. 3139, dated October 31, 1998; as implemented by Exchange Patent No. 19221, dated December 9, 1998; and Exchange Patent No. 19310, dated April 4, 2000. The purposes for which the Monument and the Park were established include the preservation and protection of areas containing extraordinary examples of wind-eroded sandstone formations; the preservation of areas for scientific research; the protection of objects of geologic, historic, and scientific interest; and the conservation of "the scenery and the natural and historic objects and the wildlife therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations" (54 U.S.C. § 100101). The lands comprising the Park and the dates on which the lands were reserved from the public domain or otherwise acquired for Park purposes are shown in the attached Appendix A and are described in the applicable proclamations, public laws, and patents identified herein.

2. Recognition of Federal Reserved Water Right. To fulfill the purposes for which the Park was established and subject to the terms and conditions of this Agreement, the United States has a federal reserved water right to all naturally occurring water underlying, originating within, or flowing through the Park (which includes perennial, intermittent and ephemeral streams, springs, seeps, groundwater, and other natural sources of water) that was unappropriated as of the relevant dates of reservation or acquisition of the lands now within the boundaries of the Park. The United States' federal reserved water right shall have a single priority date of April 12, 1929 for the administrative uses discussed in paragraph 3.1 below, and seven separate priority dates for the in situ and instream uses discussed in paragraph 3.2 below, which priority dates shall correspond to the seven dates on which the lands comprising the Park were reserved from the public domain or otherwise acquired for Park purposes: April 12, 1929, November 25, 1938, July 22, 1960, January 20, 1969, November 12, 1971, December 9, 1998, and April 4, 2000, with the priority date of a particular place of use being the date of reservation or acquisition of those lands, as shown in Appendix A.

3. Uses of Federal Reserved Water Right. The United States' federal reserved water right may be used as follows:

3.1 Administrative Uses. In the exercise of its federal reserved water right, the United States may, for administrative uses, divert up to 120 acre-feet per year (AFY) and deplete up to 60 AFY from within the boundaries of the Park. Such administrative uses include but are not limited to: domestic, culinary, irrigation, landscaping, and campground uses; the excavation, restoration, and preservation of ruins; the construction, operation, and maintenance of visitor facilities; and other administrative uses that shall satisfy the existing and future requirements for the operation and protection of the Park. In addition, the United States may divert such additional amounts of water as are necessary for emergency fire suppression within the Park, and such diversions shall not be charged against the maximum annual diversions and depletions that the United States may make for administrative uses, as described in this paragraph.

3.2 In Situ and Instream Uses. The remainder of the water reserved to

the United States pursuant to its federal reserved water right shall remain in its free flowing and natural condition for in situ and instream uses (collectively "in situ uses") that shall satisfy and promote the purposes for which the Park was established. Such in situ uses include but are not limited to providing water for: riparian and wetland vegetation and ecosystems; hanging gardens; geomorphologic processes; wildlife habitat and watering; and other uses that shall satisfy and promote the scenic, conservation, preservation, protection, recreational, and other purposes for which the Park was established.

4. Subordination of In Situ Uses. The United States hereby subordinates the portion of its federal reserved water right held for in situ uses (but not administrative uses) as follows:

4.1 Subordination to Existing Water Rights. The United States hereby subordinates the portion of its federal reserved water right held for in situ uses to the following (collectively "Existing Water Rights"): (1) all valid existing water rights that have been perfected and are of record in the Utah Division of Water Rights (the "Division") as of the date of the last party's signature to this Agreement (the "Effective Date"), except for the wells administered under Utah Water Right No. 01-1130 (F71691), which water right was issued for a fixed time in accordance with Utah Code Ann. § 73-3-8(2) and is expressly excluded from this subordination; (2) any valid diligence claims that are submitted to the Division after the Effective Date; and (3) any applications to appropriate, change, or exchange water with proposed points of diversion and places of use outside the Park but within the Protection Zone, as defined in Paragraphs 5 and 5.1 below, and that have been approved by the Utah State Engineer prior to the Effective Date, but that have not yet been perfected.

4.2 Inapplicability of Subordinations. The foregoing subordinations shall no longer be operative as to any Existing Water Rights that subsequently lapse or are withdrawn, forfeited, abandoned, lost through nonuse, or otherwise terminated or reduced. The subordinations also shall not apply to or otherwise affect the portion of the United States' federal reserved water right held for administrative uses. Finally, the subordinations shall not be construed as providing consent to any applications to

appropriate, change, or exchange water filed with the Division after the Effective Date and shall not limit the United States' right to protest any such applications.

5. Protection Zone. Utah hereby recognizes and establishes a protection zone (the "Protection Zone") to protect the flow of perennial, intermittent, and ephemeral streams, seeps, springs, and other naturally-occurring water within the Park whose source is surface water or groundwater from the Entrada aquifer. For purposes of this Agreement, the "Entrada aquifer" is defined as the Slick Rock Member of the Entrada Sandstone, the Moab Member of the Curtis Formation, and all other rock units lying above the Moab Member of the Curtis Formation to and including the ground surface. Geologic units below the Entrada aquifer are not included in the Protection Zone.

5.1. Areas Within Protection Zone. The Protection Zone is comprised of the area from the ground surface to the base of the Entrada aquifer located within the following drainage basins:

5.1.1 Courthouse Wash and Sevenmile Canyon Drainage Basins. The Protection Zone includes the area outside of the Park boundaries within that part of the drainage basins of Courthouse Wash and Sevenmile Canyon lying north and east of the Moab Fault or the Moab Splay Fault, as depicted in Appendix B.

5.1.2 Salt Wash Drainage Basin. The Protection Zone includes the area outside of the Park boundaries within that part of the drainage basin of Salt Wash lying south of the Township 22 South and Township 23 South dividing line, and lying within Sections 33, 34, and 35, of Township 22 South, Range 20 East, SLB&M, as depicted in Appendix B.

5.2. Diversion Limits Within Protection Zone. The State Engineer shall not approve: (a) any application to appropriate surface water or groundwater within the Protection Zone filed after the Effective Date; or (b) any pending (previously filed and unapproved) change application or exchange application as of the Effective Date, or any new change application or exchange application filed with the Division after the Effective Date, that seeks to withdraw surface water or ground water from the Protection Zone, if the proposed diversion of water under the pending or new change or exchange

application would constitute the withdrawal of a new or increased quantity of surface water or groundwater from the Protection Zone (e.g., a pending or new change or exchange application whose previously approved source is surface water or groundwater outside the Protection Zone).

6. Relationship Between United States' Federal Reserved Water Right and Its State-Based Appropriative Water Rights. In addition to the federal reserved water right recognized by this Agreement, the United States also currently owns five state-based appropriative water rights for the Park, which are listed and summarized in the attached Appendix C (the "state-based rights").

6.1 Federal Reserved Water Right Number. Upon execution of this Agreement, the State Engineer shall assign a water right number in the Utah Division of Water Rights' records for the federal reserved water right recognized by this Agreement.

6.2 Merger of State-Based Appropriative Rights. Upon the issuance of final, non-appealable decrees in the General Adjudications confirming and adjudicating the federal reserved water right recognized by this Agreement, the United States' state-based rights shall be merged into the portion of its federal reserved water right held for administrative uses, and diversions and depletions for administrative uses under the merged rights shall thereafter be governed solely by the diversion and depletion limits of Paragraph 3.1.

7. Entirety of Federal Reserved Water Right. The federal reserved water right recognized herein includes all water rights of every nature and description derived under federal law from the doctrine of federal reserved water rights from all sources of water, both surface and underground, and includes all types and kinds of uses whatsoever, and encompasses the entire federal reserved water right held by the United States for the Park as now constituted. Absent Congressional or Presidential action, the federal reserved water right for the lands now constituting the Park shall not be enlarged, expanded, or re-quantified.

8. Issuance of Proposed Determinations. The United States has not been joined as a party in the Southeastern Colorado River General Adjudication or the Price/Green Rivers General Adjudication pursuant to the 43 U.S.C. § 666. Upon joinder of the United States in these adjudications, Utah agrees to issue, within a reasonable time, Proposed Determinations or, in the event Proposed Determinations have already been issued, Addenda to the Proposed Determinations, consistent with the terms of this Agreement. The parties hereto will cooperate to obtain interlocutory decrees on the Proposed Determinations or Addenda, provided that this Agreement shall remain binding on the parties if and when such interlocutory decrees are entered and after the entry of the final decrees, except to the extent that any of the provisions of the operative decrees conflict with the terms of this Agreement.

9. Modification of Agreement. The provisions of this Agreement may be modified only in writing and upon the mutual consent of the parties to this Agreement, which consent shall not be unreasonably withheld.

10. Limitations on Effect of Agreement. Nothing in this Agreement shall constitute an admission, waiver, or precedent as to any party for any other federal reserved water right claim, or create any third party rights. Without limiting the foregoing, nothing in this Agreement shall be construed or interpreted to:

10.1 In any way affect any water rights of the United States other than the water rights held by the United States for the Park in the Colorado River Basin within the context of the Southeastern Colorado River General Adjudication and/or the Price/Green Rivers General Adjudication;

10.2 Establish any precedent or standard to be used for the quantification of federal reserved water rights in any other judicial or administrative proceeding;

10.3 Limit in any way the rights of the parties or any person to litigate any issue or question not resolved by this Agreement;

10.4 Restrict the power of the United States to reserve water in the future, or to acquire additional rights to the use of water under the laws of Utah;

10.5 Restrict the power of Utah or the State Engineer to allocate, administer, or distribute the waters of the State, except as expressly provided in this Agreement; or

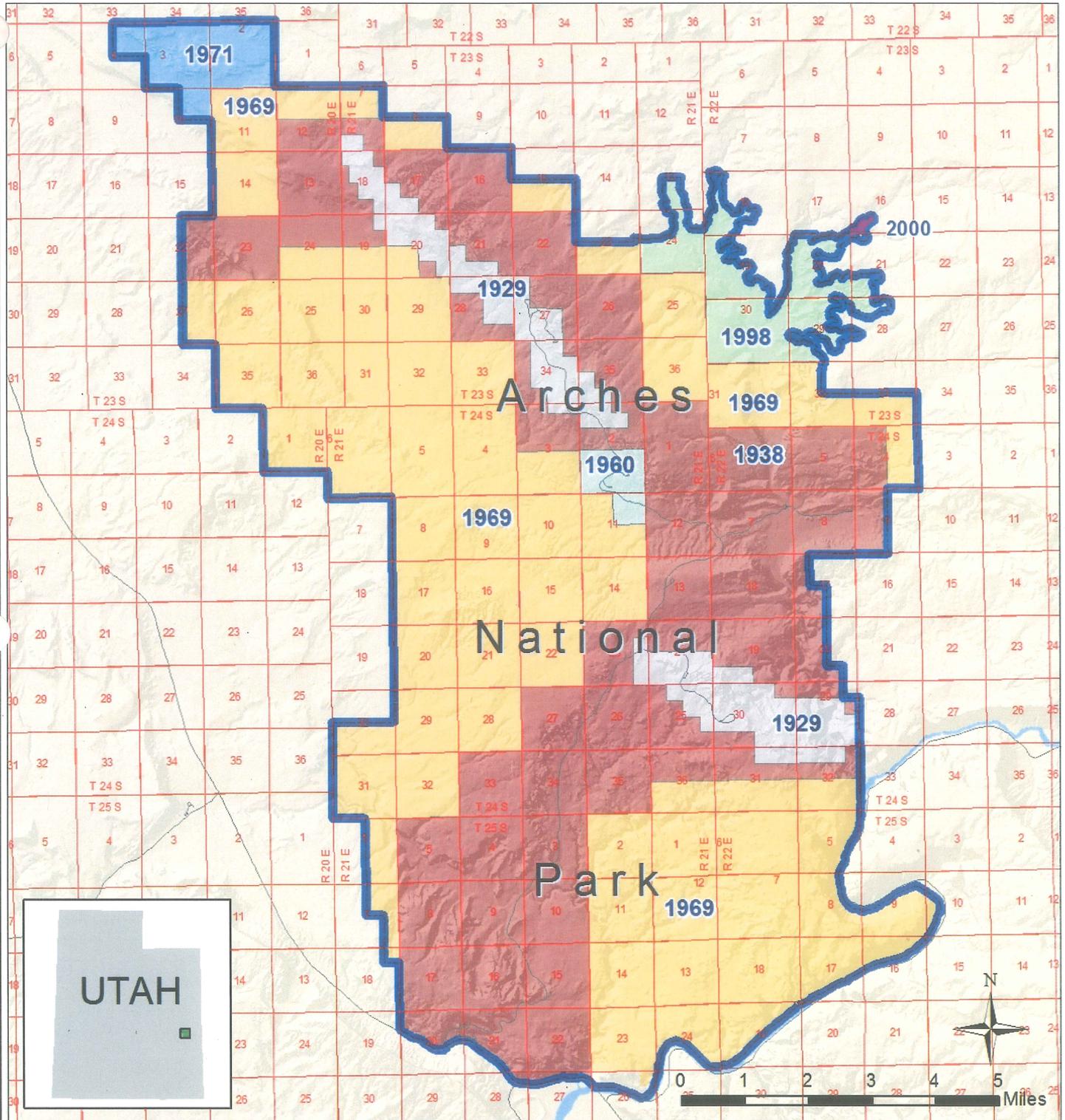
10.6 Settle other federal reserved water rights of the United States.

11. Protection of Federal Reserved Water Right Under State Law. The federal reserved water right of the United States, as set forth and quantified herein, shall be administered and protected under State law in the same manner as any water right originating under State law, without losing its character as, or the attributes of, a federal reserved water right as provided under federal law. Pending the issuance of interlocutory and/or final decrees in the General Adjudications adjudicating the federal reserved water right, the United States may develop and/or use water for administrative uses under the federal reserved water right in accordance with the diversion and depletion limits set forth in Paragraph 3.1, above, provided that it gives at least 90 days prior written notice to the State Engineer.

12. Duplicate Copies. This Agreement may be executed in duplicate. Each of the duplicate copies bearing original signatures shall be deemed an original.

Appendix A

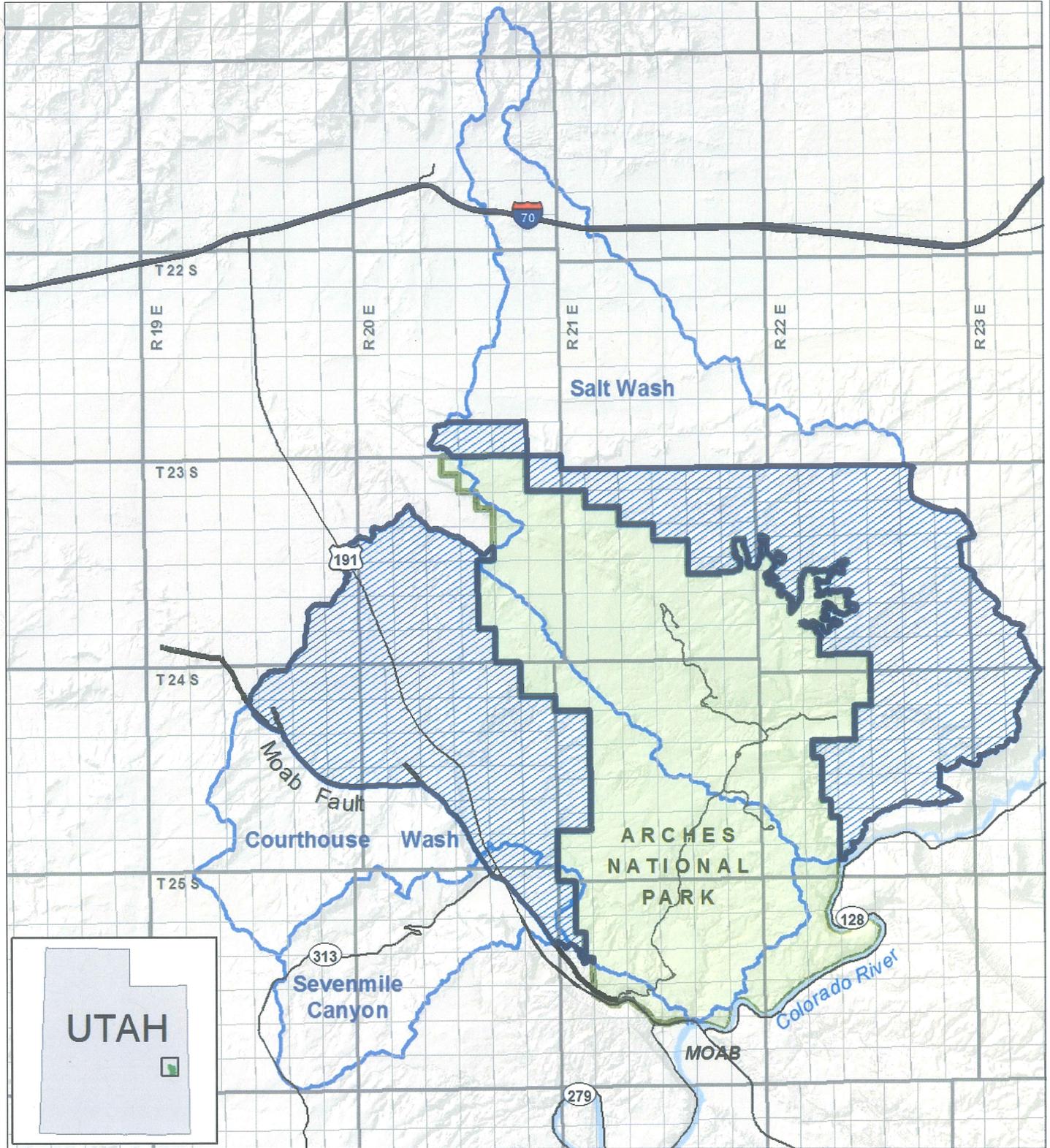
Arches National Park Land Reservations



- | | | | |
|--|--|---|--|
|  | Park boundary |  | Proclamation No. 3887, 83 Stat. 920, January 20, 1969 |
|  | Proclamation No. 1875, 46 Stat. 2988, April 12, 1929 |  | Public Law 92-155, 85 Stat. 422, November 12, 1971 |
|  | Proclamation No. 2312, 53 Stat. 2504, November 25, 1938 |  | Public Law 105-329, 112 Stat. 3060, October 30, 1998 |
|  | Proclamation No. 3360, 74 Stat. C79, July 22, 1960 |  | Utah Exchange Patent No. 19310, April 4, 2000 |

Appendix B

Arches National Park Protection Zone



-  Protection Zone
-  Arches National Park
-  Watershed Boundary



APPENDIX C

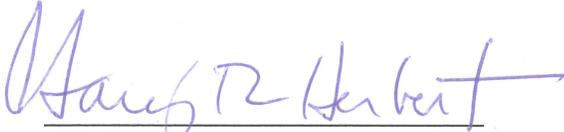
The United States' five state-based appropriate water rights for administrative uses in the Park as of the Effective Date.

Water Right No.	Water Source	Diversion Works	Priority Date	Point of Diversion (Salt Lake Base and Meridian)	Place of Use	Type of Use	Period of Use	Current Diversion Rate (cfs)
01-25	Headquarters Well #1	8 in. Dia. Well - 120 ft. Deep	May 17, 1940	N. 617 ft., W. 148 ft. from E4 Cor. Sec. 20, T25S, R21E	Within the Exterior Boundaries of the Park	Domestic and Other	01/01-12/31	.044
01-28	Unnamed Spring	Spring	October 03, 1949	S. 294 ft., W. 885 ft. from N4 Cor. Sec. 30, T24S, R22E	Within the Exterior Boundaries of the Park	Livestock	01/01-12/31	.0008
01-114	Devil's Garden Well	8 in. Dia. Well - 1100 ft. Deep	May 25, 1962	S. 73 ft., E. 1376 ft. from W4 Cor. Sec. 27, T23S, R21E	Within the Exterior Boundaries of the Park	Domestic and Other	01/01-12/31	.0223
05-420	Devil's Garden Well	8 in. Dia. Well - 1100 ft. Deep	May 25, 1962	S. 73 ft., E. 1376 ft. from W4 Cor. Sec. 27, T23S, R21E	Within the Exterior Boundaries of the Park	Domestic and Other	01/01-12/31	.0223
01-166	Headquarters Well #2	8 in. Dia. Well - 172 ft. Deep	September 11, 1981	S. 2700 ft., W. 3600 ft. from NE Cor. Sec. 21, T25S, R21E	Within the Exterior Boundaries of the Park	Domestic and Other	01/01-12/31	.06

It being resolved and agreed to as delineated above, the undersigned parties express their mutual agreement hereto this 22nd day of May, 2015.

For the State of Utah:

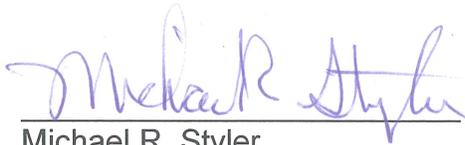
For the United States:



Gary Herbert
Governor



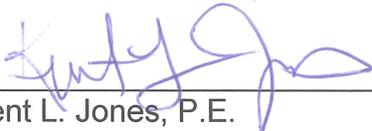
Laura Joss
National Park Service, Intermountain Region
Deputy Regional Director



Michael R. Styler
Executive Director
Department of Natural Resources



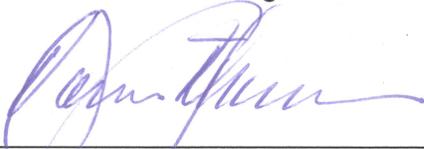
Kate Cannon
National Park Service
Superintendent, Arches National Park



Kent L. Jones, P.E.
State Engineer
Division of Water Rights



Ramsay Laursoo Kropf
Deputy Solicitor, Water Resources
U.S. Department of the Interior



Norman K. Johnson,
Assistant Attorney General
Chief, Natural Resources Division



Thomas K. Snodgrass, Senior Attorney
John C. Cruden, Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division