

## **Water Rights Inventory 8-7-02**

### **SVW & SID**

05-1062\*: Assigned by Bob Norman (Gil McDougald) 28.3 acre-feet

05-1156: Application made in 1976 for 3.0 cubic feet per second of underground Municipal and Industrial water. APPLICATION NOT APPROVED.

05-148\* and 05-492\*: Hecla Water Rights (rights work together). Domestic water for 26 families = 0.11 cubic feet per second = 41.95 acre-feet.

### **GCWCD**

05-1285: Originally 3.0 cubic feet per second. 50 acre-feet taken from right and exchanged for Moab Irrigation Company water with the School District. Remaining after exchange 2.709 cubic feet per second = 2011.93 acre-feet. Approved for M & I. This right is assigned to the Shumaker wells.

05-2802: 0.222 cubic feet per second or 110 acre feet segregated from 05-1285. Currently assigned to Cemetery Well.

05-906\*: Originally 8.0 cubic feet per second. 3 cubic feet per second segregated to Right #05-1285 (see above). 2.0 cubic feet per second exchanged with Delbert Oliver for 5.0 cubic feet per second of Colorado River water (05-1458). 3.0 cubic feet per second remaining = 2168.1 acre-feet for Municipal and Industrial Water.

01-1133: Water leased to John Ogden DBA Rio Colorado at Dewey. 0.37 cubic feet per second for irrigation of 31 acres. Segregated from 05-1709.

01-1128: Water leased to John Ogden DBA Rio Colorado at Dewey. .05 cubic feet per second = 20 acre-feet for drinking water. Segregated from 05-1709.

05-475\*: Highland Hills Water Right. 1.0 cubic foot per second or 724 acre feet per year for Municipal and Industrial use.

05-795: John Bicking Water Right. Surface right associated with Mill Creek. .403 cubic feet per second = 50.8 acre-feet.

05-1386 Moab City Treatment Plant Effluent Water Right. 2000 acre-feet of irrigation use in conjunction with 05-906. NOT APPROVED.

05-1458: 5.0 cubic feet per second of Colorado River water given by Delbert Oliver in exchange for 2.0 cubic feet per second of underground water (05-906). Water for 370 acres = 1850 acre-feet.

05-1523: Moab Irrigation Company Water Right. Currently held by Utah Division of Water Resources as collateral on Mill Creek Project bonds. GCWCD owns 308.79 shares or 29% of the Company = 1,306 acre-feet.

05-1709: Mayberry's Colorado River Right. Originally 5.0 cubic feet per second. 0.5 cubic feet per second sold to Proud Foot Ranch (01-1101). 0.05 cubic feet per second leased to John Ogden DBA Rio Colorado at Dewey (01-1128). 4.08 cubic feet per second remains.

05-1868: Filed for power generation on Mill Creek. NO CONSUMPTIVE USE. RIGHT NOT APPROVED.

05-2324: George White Stock Well. Water for 4 families at 1.0 cubic feet per second.

Flaming Gorge Water: 652 acre-feet of water. Permanent change not completed.

\* Water Right being transferred to the Chapman and Spanish Valley wells.

for surplus water as provided herein. The Company agrees to pay the District \$2.00 per acre-foot for all water delivered to the Company from the District's wells, or other sources which require pumping.

The Company shall notify the District at least on a monthly basis and more frequently as necessary as to when, how much, and which of the above listed points it desires the water delivered.

The quality of water to be furnished by the District to the Company from wells or the Colorado River shall be of such quality,..... as to be suitable for the irrigation of crops, including orchards, commonly grown in the Moab area. Conservancy District agrees to be liable for any damage or loss resulting from loss of water quality. Any disputes as to water quality or damage shall be submitted to the Utah State University for arbitration.

Water delivered to the Company, whether from the natural flow of Mill Creek or from the Conservancy District's wells, or other pumping facilities, shall be measured at the particular point of delivery. Meters or other suitable measuring devices acceptable to both parties shall be supplied, installed, operated and maintained by the Conservancy District. The Company agrees to grant the Conservancy District all necessary easements in their ditches, canals or other property, which are necessary for the installation, operation and maintenance of all water measurement facilities.

Upon written notice to the District, the Company may change the points of delivery of water described above, or add new points of delivery; however, the Company shall be required, in addition to the amounts set forth herein, to pay any additional costs of delivering the water to such new points of delivery,

including administration and debt service costs. Any additional costs shall be computed on the basis of facilities and services directly related to the delivery of Company water at the new delivery points. Under no circumstances shall the Conservancy District be required to pump water from any wells in order to deliver water to any new or additional delivery points. However, ..... the Conservancy District, at its option, may supply water from storage or from its wells and charge the Company for the actual costs of delivering said water to the new points of delivery.

3. The Company shall be entitled to receive from all sources combined a total of 4,600 acre-foot of water annually, during the irrigation season. The water may be delivered from the natural flow of Mill Creek, or from the Conservancy District well, or Colorado River or other sources, or any combination thereof, at the sole option of the Conservancy District as to the source.

In delivering the 4,600 acre-feet to the Company, the Conservancy District shall not be obligated to deliver any amount of acre-feet in excess, except as hereinafter set forth, of the following by month:

<u>MAR.</u>	<u>APR.</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG.</u>	<u>SEPT.</u>	<u>OCT.</u>	<u>NOV.</u>
150	325	600	775	778	778	600	400	194

Water not delivered in any month may be applied to any other month in the same year, except that Company shall not call for more than 778 acre-feet in any one month.

It is expressly understood and agreed that any amounts of water, either by month or by year, which the Conservancy District is obligated to deliver to the Company shall be reduced by virtue of any stock ownership of the District in the Company.

Need -

FS = 2 acre ft day

448 GPM

13 cfs  
2000 ft  
760



The Company shall not be entitled to carry over any amount of unused water in one year to the following year. If, in any one year, the Conservancy District determines that it has surplus water available, it may deliver such water, at its sole option to the Company at no charge. During the high water runoff periods, any surplus water in Mill Creek not usable by either the Conservancy District or the Service District, may be used by the Company, or other appropriators in accordance with their respective rights thereto. Such surplus water will not be charged against the yearly or monthly totals set forth above. However, during such times as such surplus water is being diverted, the daily metering of non-surplus water being delivered shall be computed as the average acre-foot diversion per day over the particular month as per the above schedule. All parties will cooperate to see that as little water as possible from Mill Creek flows out of the drainage without being beneficially used.

*what does this mean*

The Conservancy District shall not be liable for any loss or damage suffered due to failure to deliver water at any time when such failure occurs without fault or negligence on the part of the District, such as acts of God, insurrection, riot, labor disputes, labor or material shortages, fires, explosions, floods, weather conditions or other causes of a similar nature which wholly or partially prevents the performance by the District under the provisions of this Agreement, provided the flow of the creek is released for the use of the Company.

4. The Conservancy District insofar as the Company is concerned shall have the perpetual right to divert all quantities of water in Mill Creek, over and above those amounts being delivered to the Company as provided herein, through the proposed

Agreement, this Agreement shall terminate, and the parties shall be free to renegotiate the terms hereof.

14. The parties hereto agree that the annual payment to be made by the Conservancy District to the Company for the water diverted from Mill Creek for Conservancy District use and the amount to be paid by the Company to the Conservancy District shall be the sum of \$2.00 per acre foot. Such payments will be made on a calendar year basis and payable January 15 of each year of the term of this Agreement, said payments will be made by the Company and the Conservancy District herein, as the case may be, for the water delivered as hereinabove stated.

15. The first irrigation season after the construction of the Conservancy District's "Mill Creek Development Project" shall be considered as the base period herein, and during that period the Conservancy District and the Company will pay each other in the manner hereinbefore set forth for the amount of water delivered to each other, in the manner hereinbefore set forth. Thereafter, the Conservancy District and the Company, on the anniversary date every five (5) years after the completion of said project shall reestablish the price per acre foot that the parties hereto, Company and Conservancy District deliver to each other. However, the price per acre-foot for water delivered by and to the respective parties shall always be equal. Said price, per acre foot, shall be the aforementioned base price per acre foot multiplied by the proportionate percentage increase or decrease, if any, in the Consumer's Price Index (All Items Index) (hereinafter referred to as CPI) issued by the Department of Commerce of the United States of America. All payments to be made herein shall be made to the respective