

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WEBER BASIN PROJECT, UTAH
OGDEN VALLEY CANAL

CONTRACT BETWEEN THE UNITED STATES AND THE MOUNTAIN
CANAL IRRIGATION ASSOCIATION RELATING TO CONSTRUCTION
AND OPERATION OF THE OGDEN VALLEY CANAL

1. THIS CONTRACT, dated this 2nd day of October, 1962, in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Reclamation Law, and particularly pursuant to the Act of Congress approved February 21, 1911 (36 Stat. 925), and the Act of Congress approved August 29, 1949, (63 Stat. 677) between THE UNITED STATES OF AMERICA, hereinafter called the United States, represented by the officer executing this contract, his duly appointed successor, or his duly authorized representative, and the MOUNTAIN CANAL IRRIGATION ASSOCIATION, a corporation organized and existing under and by virtue of the laws of the State of Utah, with its principal place of business at Huntsville, Utah, hereinafter referred to as the Association;

WITNESSETH, That:

2. WHEREAS, the United States proposes to construct in Weber County, Utah, as a part of the Weber Basin Project the South Fork Diversion Dam across the South Fork of the Ogden River, and the Ogden Valley Canal; and

3. WHEREAS, the Association has certain right to the water of the South and Middle Forks of the Ogden River as established in the Ogden

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River Decree dated April 1, 1948, and which are described as follows:

Right No.	Date of priority	Water allotment in second feet	
		High	Low
252	1872	32.08	12.03

; and

4. WHEREAS, the Association desires that its water in the South Fork of the Ogden River in an amount not to exceed 25 c.f.s. be diverted, by the South Fork Diversion Dam, and conveyed, and delivered by the Ogden Valley Canal to the Association as provided hereinafter; and

5. WHEREAS, the South Fork Diversion Dam will replace the Huntsville Irrigation Company Diversion Works, which among other things diverts the Association's water into the Association's canal; and

6. WHEREAS, the Ogden Valley Canal will encroach on the Association's canal right-of-way and interfere with the Association's canal; and

7. WHEREAS, the Association's high water rights are being diverted at the time when project water is being stored in Causey Reservoir; and

8. WHEREAS, when project water is available for delivery from Causey Reservoir the Association's water rights are nearing their low allotment; and

9. WHEREAS, the Association has contracted to buy project water to supplement its water rights;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein, it is hereby mutually agreed by and between the parties hereto as follows, to wit:

10. The Association hereby:

(a) Grants to the United States the right to construct, reconstruct, operate and maintain the South Fork Diversion Dam and the Ogden Valley Canal on, over, or across rights-of-way of the Association's canal system for that segment of the Ogden Valley Canal as shown in red on Exhibits A and B attached hereto and made a part hereof. The Ogden Valley Canal segment shown in red is described as follows:

A tract of land in the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) of Section Fourteen (14), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the North line of the Vendor's property, from which point the Northwest corner of said Section 14 bears North $3^{\circ}18'$ West Nineteen Hundred Eighteen and Seven-tenths (1918.7) feet, and running thence North $84^{\circ}24'$ East One Hundred Eighty-three (183.0) feet; thence North $89^{\circ}26'$ East Seven Hundred Twenty-one and Seven-tenths (721.7) feet; thence North $44^{\circ}26'$ East Seventy (70.0) feet; thence South $45^{\circ}34'$ East One Hundred Thirty-five (135.0) feet; thence South $44^{\circ}26'$ West Two Hundred (200.0) feet; thence North $45^{\circ}34'$ West One Hundred Fifty-nine (159.0) feet; thence South $89^{\circ}26'$ West Five Hundred Ninety-nine and Nine-tenths (599.9) feet; thence South $84^{\circ}24'$ West Two Hundred Ninety-six and Six-tenths (296.6) feet; thence North Seventy-six and One-tenth (76.1) feet; thence North $84^{\circ}24'$ East One Hundred (100.0) feet to the point of beginning containing 2.14 acres, more or less.

Also:

A strip of land in the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Fifteen (15) and in the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$) of Section Sixteen (16), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, One Hundred Eighty-five (185) feet wide and included between two lines extended to the property line and everywhere distant One Hundred Fifteen (115) feet on the

right or Northerly side and Seventy (70) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 71+46.7 to Station 77+87.5 measured at right angles or radially thereto and One Hundred Twenty-five (125.0) feet wide and included between two lines extended to the property line and everywhere distant Sixty (60) feet on the right or Northerly side and Sixty-five (65) feet on the left or Southerly side of that portion of said centerline from Station 77+87.5 to Station 80+50.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 71+46.7, from which point the Northwest corner of said Section 15 bears North 58° 20' West Four Hundred Eighty-nine and Six-tenths (489.6) feet, and running thence South 54°47' West One Hundred One and Five-tenths (101.5) feet; thence along a regular curve to the right with a radius of 300.0 feet for an arc distance of Ninety-six and Two-tenths (96.2) feet; thence South 73°09' West Thirty-six and Four-tenths (36.4) feet; thence along a regular curve to the left with a radius of 300.0 feet for an arc distance of Seventy-seven (77.0) feet; thence South 58°27' West Seventy and Eight-tenths (70.8) feet; thence along a regular curve to the right with a radius of 400.0 feet for an arc distance of One Hundred Forty-one and Eight-tenths (141.8) feet; thence South 78°45' West One Hundred Sixty-three and Two-tenths (163.2) feet; thence along a regular curve to the right with a radius of 350.0 feet for an arc distance of Two Hundred Sixteen and Four-tenths (216.4) feet to Station 80+50.0 from which point the Northeast corner of said Section 16 bears North 40°28' East Six Hundred Forty-nine and Five-tenths (649.5) feet, containing 3.47 acres, more or less.

(b) Agrees to abandon its interest in the Company's Diversion Dam and Canal right-of-way lying within the proposed South Fork Diversion Dam and Ogden Valley Canal right-of-way, as shown in red on Exhibit A and B, and further agrees to deliver to the United States, upon completion of construction of said proposed dam and canal, a deed quitclaiming its interest in that segment shown on Exhibits A and B.

(c) Agrees to operate and maintain the interconnecting laterals made necessary by the construction of the Ogden Valley Canal as herein provided at no expense to the Weber Basin Project.

(d) Agrees that any water losses resulting from the delivery of the Association's water through the Ogden Valley Canal shall be borne by the Association.

(e) Agrees to pay to the United States or its assigns in advance on or before January 1, beginning the first year after completion of construction, and on or before January 1 of each year thereafter as long as this contract remains in force, for the right of carriage provided herein, whether or not actually used, the following amounts: (1) the sum of four hundred (\$400) dollars to be applied to the Weber Basin Water Conservancy District's repayment obligation to the United States under Contract No. 14-06-400-33, dated December 12, 1952, and under any contract amendatory or supplementary thereto; and (2) operation, maintenance, and replacement charges to be fixed annually by the United States or its assigns and announced to the Association. Such charges shall be twenty-five (25%) percent of the per acre-foot rate for operation, maintenance and replacement established for project water delivered to the Ogden Valley area. For the first two years of this contract, the operation, maintenance and replacement charges shall be based on an estimated annual carriage of 2850 acre-feet of Association water. Each year thereafter, the annual operation, maintenance, and replacement charges shall be based on the number of acre-feet of Association water carried in the last full year preceding the time the charge is announced to the Association. If such estimate is more or less than the actual cost thereof an appropriate adjustment will be made in the annual amount for the year following the year for which the estimate was made. In case of default in the payment of the charges provided for in this contract, the United States,

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in addition to any other remedies for the recovery of the amount in default and interest, shall have the right to discontinue the carriage of Association water and cease to deliver the same until the amount in default, together with interest, has been paid.

(f) Agrees that the water and water rights of the Association and the protection thereof, are the responsibility of the Association.

11. The United States hereby agrees:

(a) To design and construct the South Fork Diversion Dam and the Ogden Valley Canal including the turnouts and laterals at canal stations 39+15, 83+94, 115+00, 140+49.7, 160+83.1, 188+16.5, and 223+19.8 as shown on Exhibit A.

(b) That the Association shall have the permanent right, except under the conditions outlined in paragraph 10(e) above, to use the South Fork Diversion Dam and the Ogden Valley Canal, from the headworks at the South Fork Diversion Dam to the turnouts at the Ogden Valley Canal stations hereinbefore mentioned in Article 11(a) for the carriage of Association water from the south fork of the Ogden River in an amount not to exceed 25 c.f.s. as part of the right as designated in the Ogden River Decree, dated April 1, 1948, and outlined in paragraph 3 hereof.

(c) That the Association shall have permanent right of access along, over and across the rights-of-way of the Ogden Valley Canal for the purpose of servicing Association facilities.

(d) That during construction of the Ogden Valley Canal delivery of the Association's water will not be interrupted during the period from May 1 to November 15.

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(e) That during the time when no project water is being diverted, which will be from about October 1 to about May 1, as exclusively determined by the United States the Association may operate the diversion dam and canal to the Association turnouts for its own purposes provided:

(1) The Association assumes all responsibility for any damage to the diversion dam and canal so operated that may result from the Association's operation, and if any such damage is not repaired to the satisfaction of the United States or its assigns it will be repaired by the United States or its assigns, and within 90 days of submission of billing the Association will reimburse the United States or its assigns for expenses incurred in such repairs.

(2) The Association understands the Huntsville Irrigation Company will be granted the same privilege to operate the facilities for its purposes, and both the Association and the Company will be required to cooperate with each other in the operation, and

(3) The Association agrees that it will not use the diversion dam and canal at any time when notified that maintenance work is to be performed on the diversion dam and canal which will conflict with the Association's use.

12. The Association shall have the right to have constructed additional turnouts from the Ogden Valley Canal, which turnouts shall be constructed to the same standards as the turnouts mentioned in paragraph 11(a). The United States or its assigns shall, prior to start of construction, approve the design and plan of construction and shall inspect the construction for conformance to the approved design. The Association shall bear the entire expense of the work including the cost of review and inspection by the United States or its assigns.

13. The waters of Chicken Creek which historically have entered a section of the Association canal now being abandoned will be diverted into the Ogden Valley Canal at approximate canal station 207+50, and rediverted at turnouts serving the Association or wasted through the wasteway at canal station 237+19.2. The Association assumes all responsibility for any and all damage resulting from the introduction of such water into the canal. If any such damage to the canal or appurtenant structures is not repaired to the satisfaction of the United States or its assigns it will be repaired by the United States or its assigns, and within 90 days of submission of billing the Association will reimburse the United States or its assigns for expenses incurred in such repairs.

14. Should the United States or its assigns abandon use of the South Fork Diversion Dam and the Ogden Valley Canal, the Association shall have the joint right to operate and maintain said diversion dam and canal for the diversion and carriage of Association water specified herein along with any and all other persons, groups, or associations of whatever type that now use or that in the future will use, under contract with the United States, said diversion dam and canal for the diversion and carriage of water belonging to said person, group or association.

15. The liability of the United States under this contract is contingent on the necessary appropriation and reservation of funds being made therefor.

16. The Association warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Association for the

purpose of securing business, For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

17. 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.

18. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year hereinabove set forth.

THE UNITED STATES OF AMERICA

By /s/ C S Rippon
Regional Director
Bureau of Reclamation

MOUNTAIN CANAL IRRIGATION ASSOCIATION

By /s/ Loren J. Hardy
President

(SEAL)

ATTEST

/s/ J. Earl Felt
Secretary