

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

UNCOMPAHGRE PROJECT
CURECANTI UNIT, COLORADO RIVER STORAGE PROJECT
AND UPPER GUNNISON RIVER WATER CONSERVANCY DISTRICT

TAYLOR PARK RESERVOIR OPERATION AND STORAGE EXCHANGE AGREEMENT

This agreement, made this 28th day of August, 1975,
among the UNITED STATES OF AMERICA, hereinafter referred to as the United States,
acting pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory
thereof and supplementary thereto, THE UNCOMPAHGRE VALLEY WATER USERS ASSOCIATION,
hereinafter referred to as the Association, a corporation organized and existing
under the laws of the State of Colorado, having its principal office at
Montrose, Colorado, the UPPER GUNNISON RIVER WATER CONSERVANCY DISTRICT, herein-
after referred to as the Gunnison District, a conservancy district organized
under the laws of the State of Colorado, having its principal office at Gunnison,
Colorado, and the COLORADO RIVER WATER CONSERVATION DISTRICT, hereinafter
referred to as the Colorado District, a quasi-municipal entity organized under
the laws of the State of Colorado, having its principal office at Glenwood
Springs, Colorado,

WITNESSETH, that:

WHEREAS, the United States has heretofore constructed what is known
as the Uncompahgre Project, including among other facilities the Taylor
Park Dam and Reservoir on Taylor River, a tributary to the Gunnison River,

and pursuant to that certain contract dated December 13, 1948, Symbol and Number Ilr-1530, between the United States and the Association, the Association is obligated to repay the reimbursable cost of said project and to operate and maintain said project all in accord with the terms and conditions in said contract, and

WHEREAS, the United States is constructing, as part of the Colorado River Storage Project (Act of April 11, 1956, 70 Stat. 105), the Curecanti Unit consisting of a three-reservoir complex on the Gunnison River below the confluence of Taylor River, the three reservoirs being known as Blue Mesa, Morrow Point, and Crystal, hereinafter collectively referred to as the Curecanti Unit Reservoir, and storage capacity is presently available therein for exchange with Taylor Park Reservoir for the purposes of this agreement, and,

WHEREAS, there are times when the parties hereto wish to exchange water stored in the respective reservoirs in furtherance of conservation and better utilization and management of available water supplies under the water rights obtained for the Uncompahgre Project and the Curecanti Unit, and

WHEREAS, the operation of Taylor Park Reservoir to provide for coordinated releases of water from the Reservoir and the regulation of such releases at the Curecanti Unit Reservoirs will benefit the Gunnison District, the Association and the Colorado District and enhance the recreation and fishery purposes of the Colorado River Storage Project,

NOW, THEREFORE, in consideration of the mutual and dependent covenants and conditions herein contained, the parties agree as follows:

1. At all times when the Uncompahgre Project and the Curecanti Unit have stored water available for exchange and capacity therefor, the parties agree to exchange water from Taylor Park Reservoir and the Curecanti Unit Reservoirs as follows:

a. Upon the request of the United States, or the Gunnison District with the approval of the United States, the Association will release storage water from Taylor Park Reservoir in such amounts and at such flow rates and for such purposes as are desired by the United States and the United States will store a like amount of water in the Curecanti Unit Reservoirs for the credit of the Association. Such release shall be made in accordance with the laws of the United States and the State of Colorado.

b. In order to provide fishery benefits in Taylor Reservoir and in downstream reaches, the Association, except when unable to so operate due to Acts of God or emergency conditions, will release storage water from Taylor Park Reservoir at rates which will optimize fishery conditions in and below the reservoir area. The operating goal of Taylor River will be to stabilize Taylor River and Gunnison River flows through the year, to provide flood control and irrigation uses, and eliminate as much as possible abrupt changes that would adversely affect the fisheries, fishery studies and recreation uses.

(c) All such releases in excess of the water needs of the Association shall be construed as releases made at the request of the United States to be accounted for as an exchange of storage as provided herein.

(d) At the request of the Association, the United States will release water stored from the Curecanti Unit Reservoirs for the Association and the Association will hold a like amount of water or credit for water so released in Taylor Park Reservoir until called for by the United States, or by the Gunnison District as is provided herein.

2. Calls for storage credits created hereunder shall be made when reservoir outlet works and conveyance facilities have capacity to deliver the called water.

3. A record of all exchanges and storage credits will be maintained by the United States and such records will be available at all times for inspection by the Association and the Districts. All credits created under this agreement shall be cancelled on October 31 of each year.

4. Whenever Taylor Park Reservoir fills and spills when the United States has a credit therein, the first water spilled shall be charged against the credit of the United States and at no time shall the Association's credit in Curecanti Unit Reservoirs, when added to the Uncompahgre Project water stored in Taylor Park Reservoir, exceed the active capacity of Taylor Park Reservoir under the Uncompahgre Project water right, giving full consideration to Taylor Park Reservoir storable inflow, storage releases therefrom for Association uses, evaporation and other reservoir losses.

5. Nothing herein shall be deemed to prevent or prohibit the Association from operating Taylor Park Reservoir to meet Uncompahgre Project water requirements whenever the United States is unable to deliver water to the Association from Curecanti Unit Reservoirs storage as provided for herein.

6. The Association shall continue to pay the operation and maintenance expenses normal to the operation of Taylor Park Reservoir for the purposes stated in the said December 13, 1948, contract and the United States shall continue to pay for the operation and maintenance of the Curecanti Unit Reservoirs within budgetary limitations. As consideration for this agreement the Colorado District and the Gunnison District shall pay to the Association

the sum of \$4,000.00 per year, \$2,000.00 to be paid by the Colorado District, and \$2,000.00 by the Gunnison District, making the total of \$4,000.00, payable in advance, commencing on or before May 15, 1975, for the calendar year 1975, and annually on May 15 of each year thereafter during the term of this agreement. Additional sources of revenue to assist the Association in defraying the cost of operation and maintenance of Taylor Park Reservoir will be sought by the parties hereto. Such sources would include public and private funds. Any additional sources of revenue so obtained shall be paid to the Association, one-third of which shall be credited against the annual payments owed by the Gunnison District and the Colorado District to the Association under the terms of this agreement. Payment of money from other sources shall not be construed as a diminution of the rights of the parties as herein expressed without the written consent of all of the parties hereto. In addition it is understood that the Fish and Wildlife Service will furnish a benefit analysis for the fishery flows released during the on-going fishery investigations. Should optimum fish flows be released subsequent to the completion of the on-going study or agreement reached, additional evaluations will be prepared which will reflect past and future benefits to the fishery.

7. The Regional Director, Upper Colorado Region, United States Bureau of Reclamation; the Manager of the Association; the President of the Gunnison District; and the Secretary-Engineer of the Colorado District shall be the responsible officers of the parties hereto to supervise and coordinate the exchange provided for herein.

8. The parties hereto agree that an application for a water right may be made by the Gunnison District on all surplus flows in Taylor River above Taylor Park Reservoir and all water appropriated thereunder shall be used

by the Gunnison District in the Upper Gunnison area. Taylor Park Reservoir will be operated in such a manner to assist the Gunnison District in using such water provided all other purposes herein and the original purposes of said reservoir are accommodated.

9. The Gunnison District shall be permitted to acquire Colorado River Storage Project water from the United States at Curecanti Unit Reservoirs and exchange such water for water stored in Taylor Park Reservoir and the Association agrees to deliver such water to the Gunnison District upon call, provided such exchange is consistent with the provisions of paragraphs 1 through 5, both inclusive, above. The terms and conditions of such water purchase shall be contained in a separate agreement between the United States and the Gunnison District. It is agreed by the parties hereto that no other exchanges of water between Taylor Park Reservoir and the Curecanti Unit Reservoirs shall be made with anyone other than as provided herein without the approval of the parties hereto first had and received.

10. As a part of the consideration of this agreement, it is expressly understood and agreed that neither the Association nor the United States shall sell, lease or exchange water from Taylor Park Reservoir without the written consent of the United States and the Gunnison District.

11. This contract shall be subject to and controlled by the Colorado River Compact dated November 24, 1922, and proclaimed by the President of the United States June 25, 1929; the Boulder Canyon Project Act approved December 21, 1928; the Boulder Canyon Project Adjustment Act of July 19, 1940; the Upper Colorado River Basin Compact dated October 11, 1949; and the Mexican Water Treaty of February 3, 1944.

12. The Association, the Colorado District and the Gunnison District warrant 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, the Gunnison District and the Colorado District 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.

13. a. 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. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

b. No official of the Association, the Gunnison District or the Colorado District shall receive any benefit that may arise by reason of this contract other than as a landowner within the boundaries of the Association, the Gunnison District and the Colorado District and in the same manner as other landowners within said boundaries.

14. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given when mailed, postage prepaid, or delivered to the Regional Director, Upper Colorado Region, Bureau of Reclamation, P.O. Box 11568, 125 South State Street, Salt Lake City, Utah 84111, on behalf of the United States; and to the Manager, Uncompahgre Valley Water Users Association, P.O. Box 69, Montrose, Colorado 81401, on behalf of the Association; to the Secretary-Engineer, Colorado River Water Conservation

District, P.O. Box 1120, Glenwood Springs, Colorado 81601, on behalf of the Colorado District; and to the President, Upper Gunnison River Water Conservancy District, Gunnison County Courthouse, Gunnison, Colorado 81230, on behalf of the Gunnison District. The designation of the addressees or the address may be changed by notice given in the same manner as provided in this article for other notices.

15. This agreement shall be effective on the day and year first above written and shall continue for a period of fifty years from the date hereof, unless terminated by the mutual written consent of all parties hereto, and shall continue thereafter until terminated by ninety days' written notice by one or more of the parties evidencing their intent to terminate.

16. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any part of interest therein shall be valid until approved by the United States.

17. The Reservoir Storage Exchange Agreement between the United States and the Association dated the 21st day of August, 1972, is hereby terminated.

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

THE UNITED STATES OF AMERICA

By David L. Randall
Regional Director

ATTEST:

THE UNCOMPAHGRE VALLEY WATER USERS
ASSOCIATION

Secretary

By

President

ATTEST:

UPPER GUNNISON RIVER WATER
CONSERVANCY DISTRICT

Secretary

By

President

ATTEST:

COLORADO RIVER WATER CONSERVATION
DISTRICT

By