

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

UNCOMPAHGRE PROJECT

CONTRACT BETWEEN UNITED STATES,  
THE UNCOMPAHGRE VALLEY WATER USERS ASSOCIATION,  
UPPER GUNNISON RIVER WATER CONSERVANCY DISTRICT  
AND COLORADO RIVER WATER CONSERVATION DISTRICT

This Agreement is made this 16<sup>th</sup> day of April,  
1990, 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,  
hereinafter 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:

RECITALS

A. 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.

B. The United States is the owner of an adjudicated water right for the storage of 111,260 acre feet of water in Taylor Park Reservoir which water right was decreed by the District Court of Gunnison County, Water District No. 59, with a priority date of August 3, 1904.

C. The United States constructed the Wayne N. Aspinall Storage 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 Wayne Aspinall Unit.

D. The United States, Association, Gunnison District and Colorado District entered into an agreement on August 28, 1975

relating to the manner of operation of Taylor Park Reservoir and providing for storage exchange between the Taylor Park Reservoir and the Wayne Aspinall Unit.

E. One of the purposes of the said 1975 agreement was to provide for coordinated releases of water from Taylor Park Reservoir and the regulation of releases at the Wayne Aspinall Unit in order to benefit the Gunnison District, the Association, and the Colorado District and enhance the recreation and fishery purposes of the Colorado River Storage Project, of which the Wayne Aspinall Unit is a part.

F. The 1975 agreement provides that the Gunnison District may apply for a water right on all surplus flows in Taylor River above Taylor Park Reservoir and that all water so appropriated shall be used by the Gunnison District in the Upper Gunnison area. The agreement further provides that Taylor Park Reservoir will be operated in such a manner as to assist the Gunnison District in using such water provided that all other purposes recited in the said agreement and the original purposes of Taylor Park Reservoir are accommodated.

G. The Gunnison District has filed an application in the District Court, Water Division 4, State of Colorado, Case No. 86CW202, in which the Gunnison District has requested that it be granted a non-consumptive water right allowing the use of the 111,260 acre feet of water, heretofore adjudicated for storage by the United States, for fishery and other

recreational purposes while in storage in Taylor Park Reservoir and for fishery and other recreational uses when the water is released from Taylor Park Reservoir pursuant to the said 1975 agreement.

H. The Gunnison District has also made application to the District Court, Water Division 4, State of Colorado, Case No. 86 CW 203, in which it requests the right to refill Taylor Park Reservoir to the extent of 106,230 acre feet of water to be used for recreational purposes, including fishery and wildlife and to be released at times and in quantities calculated to enhance the fishery and recreational uses of the Taylor and Gunnison Rivers and to be used for supplemental irrigation.

I. The parties desire to cooperate with one another for the contemplated uses of the water rights which may be granted in the said Case Nos. 86 CW 202 and 86 CW 203 and to coordinate the use of the reservoir and the regulation of the releases therefrom in order to benefit the citizenry of the Upper Gunnison by providing supplemental irrigation water and the enhancement of recreational and fishery purposes. The rights of the Association as such rights exist prior to the issuance of any decrees for water rights in the said Case No. 86 CW 202 and 86 CW 203 shall be preserved.

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

1. This Agreement shall not be construed as amendatory to the said 1975 agreement but as supplemental thereto. The use of Taylor Park Reservoir by the Gunnison District for storage of water rights or for recreational and supplemental irrigation purposes must at all times be consistent with each and all provisions of the 1975 agreement and shall not be allowed to interfere in any manner whatsoever with the operation of Taylor Park Reservoir for the benefit of both the Uncompahgre Project and/or the Wayne Aspinall Unit.

2. The Association will continue to release water stored in Taylor Park Reservoir under the decree of the United States in accordance with Paragraph 1 of the said 1975 agreement. Accounting for such waters and use thereof by the Association shall be in accordance with the provisions of the said 1975 agreement.

3. In lieu of the annual payment of \$4,000.00 required to be paid by the Gunnison District and the Colorado District to the Association under Paragraph 6 of the 1975 Agreement, the Gunnison District and the Colorado District shall pay to the Association the sum of \$6,000.00 per year, \$3,000.00 to be paid by the Colorado District and \$3,000.00 by the Gunnison District, making the total of \$6,000.00 per year. The annual payment shall be made on or before May 15 of each year commencing the year following the effective date of this Agreement. The annual payments of \$6,000.00 shall be escalated or de-escalated each five years after date hereof in accordance

with ENR, formerly Engineering News-Record, published by McGraw-Hill, Inc., "Water and Power Construction Costs" hereinafter referred to as the "Index". The most recently published index prior to the date of this Agreement shall be ascertained and compared to the most recently published index on the date of this Agreement every fifth year hereafter. If the index shows an increase or decrease then the annual payment shall be increased or decreased for the next ensuing five years in direct proportion to the increase or decrease in the index.

4. The amount to be paid to the Association shall be used by the Association to defray Operation and Maintenance (hereinafter referred to as "O&M") expenses incurred in the operation of the Taylor Park Reservoir. The Association shall report the amount of said O&M charges to the District and the United States within sixty days of the end of a fiscal year for expenses incurred in the previous fiscal year.

5. Any water belonging to the Gunnison District which is in storage in the Taylor Park Reservoir on the year end administration date, shall on that date become the water of the United States. The year end administration date shall be identified by the Division Engineer of Water Division 4, by Court decree or, in the absence of such determination by the Division Engineer or Court decree, such date shall be determined by the United States. After such date, the Gunnison District shall thereafter have no right, power or authority with respect to all or any part of the said waters.

6. In the event that the United States or the Association shall determine that the water storage level in Taylor Park Reservoir must be reduced for repair purposes or any other emergency, to be determined solely at the discretion of the United States or the Association, notwithstanding that all or part of the water stored therein may have been stored under the refill right, the United States or the Association and each of them are hereby empowered to require the release thereof at a time and rate to be determined by the United States or the Association. Any such releases shall be first charged against any water in storage under the refill right.

7. The Gunnison District shall assign to the United States any decree held by it for the use of or storage of any water in Taylor Park Reservoir within sixty days after such decree becomes final. The United States shall continue to use and hold the water rights for the adjudicated purposes subject to the 1975 agreement or any subsequent operational agreement(s) between the United States, Gunnison District, Colorado District and the Association.

8. No Member of or Delegate to Congress or Resident Commissioner or officer of the Association, Gunnison District or Colorado District shall be admitted to any share or part of this contract or to any benefit that may arise herefrom other than as a water user, landowner or member of the public in the same manner as other water users, landowners or members of the public may benefit.

9. This Agreement shall not be construed as amendatory to the said 1975 Agreement but as supplemental thereto except with respect to the specific provision herein relating to the annual payment owing to the Association.

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

Approved

*[Signature]*  
Reg. Solicitor's Office

ATTEST

*Keith C. [Signature]*  
Secretary

ATTEST

*John W. [Signature]*  
Secretary

ATTEST

*[Signature]*  
Secretary

THE UNITED STATES OF AMERICA

By *Robert [Signature]*  
Regional Director

THE UNCOMPAEGRE VALLEY WATER  
USERS ASSOCIATION

By *Lance P. [Signature]*  
President

UPPER GUNNISON RIVER WATER  
CONSERVANCY DISTRICT

By *William S. [Signature]*  
President

COLORADO RIVER WATER  
CONSERVATION DISTRICT

By *Thomas B. [Signature]*  
President