

REQUEST FOR COUNCIL ACTION

SUBJECT: Water Rights Exchange Agreement with JWCD

SUMMARY: Approve an Agreement with the Jordan Valley Water Conservancy District (JWCD) to exchange water rights associated with the City's Proctor Well (now abandoned) located on the east side of the valley for JWCD water rights of equal volume and priority date located on the west side of the valley.

FISCAL AND/OR

ASSET IMPACT: No fiscal impact. Exchange will improve City's water assets.

STAFF RECOMMENDATION:

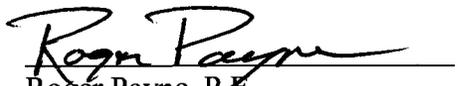
Staff recommends approval of the Water Rights Exchange Agreement with the JWCD to exchange 2.1025 cfs of municipal ground water rights held by the City located in Cottonwood Heights for equal volume and priority date water rights held by the JWCD located in West Jordan.

MOTION RECOMMENDED:

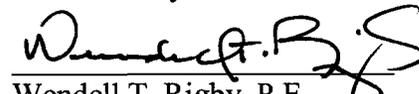
"I move to adopt Resolution No. 15-223 authorizing the Mayor to execute the Water Rights Exchange Agreement with the JWCD to exchange 2.1025 cfs of municipal ground water rights held by the City located in Cottonwood Heights for equal volume and priority date water rights held by the JWCD located in West Jordan.

Roll Call vote required

Prepared by:


Roger Payne, P.E.
Engineering Manager for Utilities

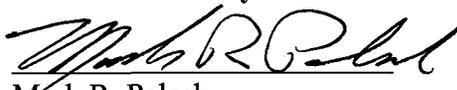
Reviewed by:


Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:


Darien Alcorn
Interim City Attorney

Recommended by:


Mark R. Palesh
City Manager

BACKGROUND DISCUSSION:

When the West Side Water Company was dissolved years ago the City of West Jordan acquired some of the water rights held by the West Side Water Company. Some of these water rights were associated with the Proctor Well located in Cottonwood Heights along Creek Road at approximately 1900 East. The well was operated for many years by the JWCD and the volume of water produced was used by JWCD and the City received an equal amount of water delivered by JWCD to the City for use within the City. The Proctor Well and equipment aged and deteriorated to the point that the well was no longer of any use. The well was abandoned, the pumping facilities torn down and the property sold, but the City retained the water rights. The rules of the State Engineer do not allow water rights to be relocated from the east side of the Salt Lake valley to the west side of the valley.

City staff has been seeking for a way to put these water rights to use and has negotiated an agreement with the JWCD to trade the water rights the City holds for water rights of equal volume and priority date held by the JWCD on the west side that can be located within West Jordan. The JWCD can make use of our water rights to support wells they operate in the area and the city would receive water rights of equal value that we can use within our city. This exchange requires the approval of the State Engineer, but the State Engineer's office is willing to consider this exchange.

It is proposed that the City exchange our Proctor Well water rights for 2.1025 cubic feet per second (cfs) to JWCD and receive in exchange an equal volume of water right with a similar priority date that will be located within West Jordan. If both the City Council of West Jordan and the Board Members of the JWCD approve this agreement, then the water rights change applications will be submitted to the State Engineer. With the approval of the State Engineer the exchange will be finalized. The JWCD is scheduled to consider approval of this agreement at their January board meeting.

Upon approval and finalization of the water right exchange, the City will attempt to drill and develop a new well in the western area of the City and return these water rights to beneficial use once again. Approval of the Water Rights Exchange Agreement is recommended.

Attachments:

- Resolution
- Agreement

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. **15-223**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
WATER RIGHT EXCHANGE AGREEMENT

WHEREAS, the City Council of the City of West Jordan has reviewed the Water Right Exchange Agreement between the City of West Jordan and Jordan Valley Water Conservancy District (JVWCD) (a copy of which is attached) to exchange water rights; and

WHEREAS, the City Council of the City of West Jordan desires to approve the Water Right Exchange Agreement between the City of West Jordan and Jordan Valley Water Conservancy to exchange water rights located in Cottonwood Heights for water rights located in West Jordan City.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

Section 1. After approval as to legal form, the Mayor is hereby authorized and directed to approve the Water Right Exchange Agreement between the City of West Jordan and Jordan Valley Water Conservancy District.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah this 16th day of December 2015.

Kim V. Rolfe
Mayor

ATTEST:

Melanie S. Briggs
City Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Sophie Rice	_____	_____
Ben Southworth	_____	_____
Mayor Kim V. Rolfe	_____	_____

WATER RIGHT EXCHANGE AGREEMENT

This Water Right Exchange Agreement (the "Agreement") is made as of the _____ day of _____, 2015 (the "Effective Date"), between Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah, whose address is 8215 South 1300 West, West Jordan, Utah, 84088 ("District"), and the City of West Jordan, a Utah municipality, whose address is 8000 South Redwood Road, West Jordan, Utah, 84088 ("West Jordan").

RECITALS:

A. The District owns a water right which provides for the diversion of groundwater for municipal use. A portion of the water right is available for segregation;

B. West Jordan owns three water rights which provide for the diversion of groundwater for municipal use;

C. The parties desire to exchange a portion of the District's water right for the three water rights of West Jordan, upon approval of appropriate change applications and an application for segregation; and,

D. The parties intend to effect the change applications, the segregation, and the exchange pursuant to the terms and conditions of this Agreement.

TERMS:

The parties agree as follows:

1. District Water Right.

(a) The District owns Water Right No. 59-1532, which authorizes the diversion of 4.8614 cubic feet per second ("cfs") of groundwater for municipal use within the service area of the District, with a point of diversion in Section 2, Township 4 South, Range 2 West, Salt Lake Base and Meridian (the "District Water Right").

(b) Within ten (10) days following the Effective Date, the District shall file with the Utah State Engineer an application for permanent change of water on the District Water Right. The change application shall be in the form of attached Exhibit 1 (the "District Change Application").

(c) The District, at its expense, shall take such actions as it deems reasonably appropriate to obtain final, non-appealable approval of the District Change Application by the State Engineer.

2. West Jordan Water Rights.

(a) West Jordan owns Water Right Nos. 59-2682, 57-2811, and 57-3088, which, combined, authorize the diversion of 2.1025 cfs of groundwater for municipal use, with points of diversion in Section 33, Township 2 South, Range 1 East, Salt Lake Base and Meridian (collectively, the "West Jordan Water Rights").

(b) Within ten (10) days following the Effective Date, West Jordan shall file with the State Engineer an application for permanent change of water on the West Jordan Rights (the "West Jordan Change Application"). The West Jordan Change Application shall be in the form of attached Exhibit 2.

(c) West Jordan, at its expense, shall take such actions as it deems reasonably appropriate to obtain final, non-appealable approval of the West Jordan Change Application by the State Engineer.

3. Segregation of District Water Right

(a) If the State Engineer grants final, non-appealable approval of the District Change Application in a form and on such terms as are acceptable both to the District and to West Jordan and the State Engineer also grants final, non-appealable approval of the West Jordan Change Application in a form and on such terms are acceptable both to West Jordan and to the District, then, within ten (10) days after both approvals are final and non-appealable, the District shall file with the State Engineer an application to segregate a portion of the District Water Right ("Segregation Application"). The portion of the District Water Right to be segregated shall be equal to the amount of the West Jordan Water Rights approved by the State Engineer in the West Jordan Change Application.

(b) The District, at its expense, shall take such actions as it deems reasonably appropriate to obtain final, non-appealable approval of the Segregation Application.

(c) If the State Engineer grants final, non-appealable approval of the Segregation Application ("District Segregated Water Right"), the District shall withdraw the non-segregated portion of the District Change Application.

4. Closing.

(a) At the Closing, the District and West Jordan shall simultaneously exchange all of their right, title, and interest in and to the District Segregated Water Right and the West Jordan Water Rights, respectively.

(b) The Closing shall be held at the offices of Stewart Water Information, LLC, on the first to occur of the following: (i) a date and time mutually

agreeable to both parties; or (ii) no later than thirty (30) days following final, non-appealable approval by the State Engineer of the District Segregated Water Right, in a form and on such terms as are acceptable both to the District and to West Jordan.

(c) At the Closing, the District shall execute, and deliver to West Jordan, a deed substantially in the form of attached Exhibit 3, conveying to West Jordan all of the District's right, title, and interest in and to the District's Segregated Water Right.

(d) At the Closing, West Jordan shall execute, and deliver to the District, a deed substantially in the form of attached Exhibit 4, conveying to the District all of West Jordan's right, title, and interest in and to the West Jordan Water Rights, as modified or amended, if at all, by the State Engineers' approval of the West Jordan Change Application.

(e) If the Closing does not occur on or before twenty-four (24) months following the Effective Date, then either party may elect, at its discretion and upon written notice to the other, not to proceed with the Closing, and thereafter this Agreement shall be null and void without further notice or condition, and neither party shall have any obligation to sell or exchange any of the water rights identified in this Agreement.

(f) All reasonable and customary Closing costs shall be shared equally by the parties.

5. Representations and Warranties; Limitations.

(a) The District represents and warrants as of the date of the Closing that, except as affected by the terms of this Agreement:

(i) It has not pledged, encumbered, caused to be liened, or hypothecated the District Segregated Water Right;

(ii) The sale, conveyance, transfer, and exchange to West Jordan of the District Segregated Water Right are in full compliance with all rules, by-laws, policies, and procedures of the District and with all applicable laws;

(iii) It has no agreement(s) that would conflict with the representations, warranties and covenants made in this Agreement; and,

(iv) It has full authority to enter into this Agreement; all action necessary to authorize the execution of this Agreement and its performance by the District have been taken; those executing the Agreement on behalf of the District have full authority to do so; and, the Agreement, upon execution, will be a binding legal obligation of the District.

(b) West Jordan represents and warrants as of the date of the Closing that, except as affected by the terms of this Agreement:

(i) It has not pledged, encumbered, caused to be liened, or hypothecated the West Jordan Water Rights;

(ii) The sale, conveyance, transfer, and exchange to the District of the West Jordan Water Rights are in full compliance with all rules, by-laws, policies, ordinances, and procedures of West Jordan and with all applicable laws;

(iii) It has no agreement(s) that would conflict with the representations, warranties and covenants made in this Agreement; and,

(iv) It has full authority to enter into this Agreement; all action necessary to authorize the execution of this Agreement and its performance by West Jordan have been taken; those executing the Agreement on behalf of West Jordan have full authority to do so; and the Agreement, upon execution, will be a binding legal obligation of West Jordan.

6. Exchange. The parties acknowledge and agree that the District Segregated Water Right and the West Jordan Water Rights are of equal value. West Jordan acknowledges and agrees that it intends to devote all water rights acquired under this Agreement to the public supply of its inhabitants in like manner as previously done with those water rights it intends to relinquish under this Agreement.

7. Beneficial Use.

(a) For the period of time between the Effective Date and the Closing, the District shall either (i) put to beneficial use, or (ii) obtain from the State Engineer an approved non-use application for, all water made available to the District by virtue of the District's Segregated Water Right.

(b) For the period of time between the Effective Date and the Closing, West Jordan shall either (i) put to beneficial use, or (ii) obtain from the State Engineer an approved non-use application for, all water made available to West Jordan by virtue of the West Jordan Water Rights.

8. Notices. All notices and other communications required or allowed by this Agreement shall be in writing and shall be personally delivered or sent by certified or registered U. S. Mail, return receipt requested, and addressed to the respective party at the address set forth below or at such other address as a party may hereafter designate by written notice to the other.

If to the District, to:

Jordan Valley Water Conservancy District
Attn: General Manager
8215 South 1300 West
West Jordan, UT 84088

If to West Jordan, to:

City of West Jordan
Attn: City Clerk
8000 South Redwood Road
West Jordan, UT 84088

Notice under this paragraph shall be effective on the date it is received or delivery is refused by the other party.

9. Fees and Costs. In the event of a dispute over or relating to the terms of this Agreement, or over any party's performance or default under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in litigation or otherwise.

10. Survival of Representations and Warranties. The representations and warranties of the parties contained in paragraph 5 shall survive Closing for a period of five (5) years.

11. Assignment. Neither party may assign this Agreement.

12. Amendment. This Agreement may be amended only by written instrument executed by both parties.

13. Successors. All of the grants, covenants, terms, provisions, and conditions in this Agreement shall be binding upon and inure to the benefit of the successors of the parties.

14. Integration. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior undertakings, representations or agreements of the parties regarding the subject matter in this Agreement.

15. Miscellaneous.

(a) Each party shall cooperate, as each deems reasonably appropriate, with the other party in the approval processes before the State Engineer, and in any appeals, for the District Change Application, the West Jordan Change Application, and the District Segregation Application; and each party shall, as each deems reasonably

appropriate, execute all documents and take such actions and forbearances as are required to effectuate the terms of this Agreement.

(b) This Agreement shall be interpreted in accordance with Utah law.

"West Jordan"

City of West Jordan

By: _____

Its: _____

Attest: _____
Clerk

"District"

Jordan Valley Water Conservancy District

By: _____

Its: _____

Attest: _____
Clerk

APPROVED AS TO LEGAL FORM
West Jordan City Attorney
By: Daney DeLeon Date: 12-8-15

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 2015, personally appeared before me _____, the signer of the within instrument, who duly acknowledged to me that he executed the instrument as an authorized agent of, and on behalf of, the City of West Jordan.

Notary Public
Residing At: _____

My commission expires:

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 2015, personally appeared before me _____, the signer of the within instrument, who duly acknowledged to me that he executed the instrument as _____ of, and on behalf of, the Jordan Valley Water Conservancy District.

Notary Public
Residing At: _____

My commission expires:

**EXHIBIT 1
DISTRICT CHANGE APPLICATION**

APPLICATION FOR PERMANENT CHANGE OF WATER

STATE OF UTAH

Rec. by _____

Fee Amt. \$520.00

Receipt # _____

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated 1953, as amended.

CHANGE APPLICATION NUMBER:

WATER RIGHT NUMBER: 59-1532

(c10660WKNIGHT)

This Change Application proposes to change the POINT(S) OF DIVERSION, PLACE OF USE, and NATURE OF USE.

1. OWNERSHIP INFORMATION.

A. NAME: City of West Jordan
ADDRESS: 8000 South Redwood Road
West Jordan UT 84088
INTEREST: 0%
REMARKS: Interested Party

NAME: Jordan Valley Water Conservancy District
ADDRESS: 8215 South 1300 West
West Jordan, UT 84088
INTEREST: 100%

B. PRIORITY OF CHANGE:

FILING DATE:

C. EVIDENCED BY: 59-1532 (A31263)

* DESCRIPTION OF CURRENT WATER RIGHT: *

2. SOURCE INFORMATION.

A. QUANTITY OF WATER: 4.8614 cfs OR 3,519.51 acre-feet

B. SOURCE: Underground Water Well

COUNTY: Salt Lake

C. POINT(S) OF DIVERSION.

POINT OF DIVERSION -- UNDERGROUND:

(1) S 1,700 feet E 50 feet from N¼ corner, Section 02, T 4S, R 2W, SLBM
WELL DIAMETER: 20 inches WELL DEPTH: 500 to 700 feet

3. WATER USE INFORMATION.

MUNICIPAL: from Jan 1 to Dec 31. Jordan Valley Water Conservancy District.

4. PLACE OF USE.

The Service Area of Jordan Valley Water Conservancy District

* THE FOLLOWING CHANGES ARE PROPOSED: *

5. SOURCE INFORMATION.

A. QUANTITY OF WATER: 4.8614 cfs OR 3,519.51 acre-feet

B. SOURCE: Underground Water Well COUNTY: Salt Lake

C. POINT(S) OF DIVERSION. Changed as Follows:

POINT OF DIVERSION -- UNDERGROUND:

(1) S 175 feet W 948 feet from N¼ corner, Section 34, T 2S, R 2W, SLBM

WELL DIAMETER: inches WELL DEPTH:

D. COMMON DESCRIPTION: West Jordan City service area

6. WATER USE INFORMATION. Changed as Follows:

MUNICIPAL: from Jan 1 to Dec 31. West Jordan.

7. PLACE OF USE. Changed as Follows:

The Service Area of West Jordan

8. EXPLANATORY.

This change application on 59-1532, owned by Jordan Valley Water Conservancy District (JVVCD), is being filed in conjunction with a change application on 57-2682, 57-2811 and 57-3088, owned by the City of West Jordan (City). The City and JVVCD have a signed agreement to exchange the amount of water, in acre-feet, that is approved on the change application owned by the City. So the approved amount on the change application on 57-2682, 57-2811 and 57-3088 will then be segregated out of this change application, and the remaining portion that is not segregated will be withdrawn by JVVCD. Both approved change applications must be equal in order for the City of West Jordan to exchange their water rights with JVVCD. Both the City and JVVCD have signed this change application, though this water right is currently owned by JVVCD.

9. SIGNATURE OF APPLICANT(S).

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein including maps and other documents attached, at the time of filing, rests with the applicant(s).

City of West Jordan

Jordan Valley Water Conservancy District

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EXHIBIT 2
WEST JORDAN CHANGE APPLICATIONS

APPLICATION FOR PERMANENT CHANGE OF WATER

STATE OF UTAH

Rec. by _____

Fee Amt. \$350.00

Receipt # _____

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated 1953, as amended.

CHANGE APPLICATION NUMBER:

WATER RIGHT NUMBER: 57-2682

(c10564WKNIGHT)

This Change Application proposes to change the POINT(S) OF DIVERSION, PLACE OF USE, and NATURE OF USE.

1. OWNERSHIP INFORMATION.

A. NAME: Jordan Valley Water Conservancy District
ADDRESS: 8215 South 1300 West
West Jordan, UT 84088
INTEREST: 0%
REMARKS: Interested Party

NAME: City of West Jordan
ADDRESS: 8000 South Redwood Road
West Jordan UT 84088
INTEREST: 100%

B. PRIORITY OF CHANGE:

FILING DATE:

C. EVIDENCED BY: 57-2682 (A27988), 57-2811 (A17105), 57-3088 (A32137)

* DESCRIPTION OF CURRENT WATER RIGHT: *

2. SOURCE INFORMATION.

A. QUANTITY OF WATER: 2.1025 cfs

B. SOURCE: Underground Water Well

COUNTY: Salt Lake

C. POINT(S) OF DIVERSION.

POINTS OF DIVERSION -- UNDERGROUND:

(1) N 440 feet W 280 feet from E $\frac{1}{4}$ corner, Section 33, T 2S, R 1E, SLBM
WELL DIAMETER: 16 inches WELL DEPTH: 585 feet
(2) N 550 feet W 480 feet from E $\frac{1}{4}$ corner, Section 33, T 2S, R 1E, SLBM
WELL DIAMETER: inches WELL DEPTH:

3. WATER USE INFORMATION.

The owner(s) of the underlying water right(s) of this Change Application are Public Water Suppliers, and the nature of use is or will be Municipal. Therefore, the individual water use sole-supply values for these rights do not need to be quantified and shown here. Consequently, the values shown below are the combined unique Supplemental Group totals of all of the underlying water rights associated with this Change Application.

MUNICIPAL: from Jan 1 to Dec 31. West Jordan.

4. PLACE OF USE.

The Service Area of West Jordan

* THE FOLLOWING CHANGES ARE PROPOSED: *

5. SOURCE INFORMATION.

A. QUANTITY OF WATER: 2.1025 cfs

B. SOURCE: Underground Water Well COUNTY: Salt Lake

C. POINT(S) OF DIVERSION. Changed as Follows:

POINT OF DIVERSION -- UNDERGROUND:
(1) N 352 feet E 101 feet from W¼ corner, Section 33, T 2S, R 1E, SLBM
WELL DIAMETER: inches WELL DEPTH:

D. COMMON DESCRIPTION: JWCD service area

6. WATER USE INFORMATION. Changed as Follows:

MUNICIPAL: from Jan 1 to Dec 31. Jordan Valley Water Conservancy District.

7. PLACE OF USE. Changed as Follows:

The Service Area of Jordan Valley Water Conservancy District

8. EXPLANATORY.

This change application on 57-2682, 57-2811 and 57-3088, owned by the City of West Jordan (City), is being filed in conjunction with a change application on 59-1532, owned by Jordan Valley Water Conservancy District (JWCD). The City and JWCD have a signed agreement to exchange the amount of water, in acre-feet, that is approved on this change application. So the approved amount on this change application will then be segregated out of the change application on 59-1532, the remainder of which will be withdrawn by JWCD. Both approved change applications must be equal in order for the City of West Jordan to exchange their water rights with JWCD. Both the City and JWCD have signed this change application, though this water right is currently owned by

the City.

9. SIGNATURE OF APPLICANT(S).

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein including maps and other documents attached, at the time of filing, rests with the applicant(s).

Jordan Valley Water Conservancy District

City of West Jordan

EXHIBIT 3
DISTRICT DEED

When recorded, return to:
City of West Jordan
Attn: City Clerk
8000 South Redwood Road
West Jordan, UT 84088

WATER RIGHT
SPECIAL WARRANTY DEED

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, Jordan Valley Water Conservancy District, Grantor, conveys all of its right, title and interest in and to the following specified water right(s) located in Salt Lake County, State of Utah, to the City of West Jordan, a Utah municipality, Grantee:

Water right no. _____, as identified of record with the Utah Division of Water Rights.

Grantor warrants that the water right is free of all liens and encumbrances incurred by Grantor, that the water right is in apparent good standing as of the date of this deed, and that Grantor has the right to convey the water right to Grantee. Grantor shall pay all debts, taxes, charges and assessments against the water right existing as of the date of this deed. Grantor does not warrant: (1) Grantor's water right is senior to any other third party water right; (2) that Grantor's water right will not interfere with a senior third party water right; (3) that third parties will not file an application to appropriate water claimed to be available in the same water source; (4) that junior appropriators will not interfere with the water right; or (5) that the quantity or quality of water available from the water source will be suitable for Grantee's purpose.

Grantor has caused this deed to be executed this ____ day of _____, 20____.

Jordan Valley Water Conservancy District

By: _____
Gary C. Swensen
Chair, Board of Trustees

EXHIBIT 4
WEST JORDAN DEED

When recorded, return to:
Jordan Valley Water Conservancy District
Attn: _____
8215 South 1300 West
West Jordan, UT 84088

**WATER RIGHT
SPECIAL WARRANTY DEED**

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the City of West Jordan, Grantor, conveys all of its right, title and interest in and to the following specified water right(s) located in Salt Lake County, State of Utah, to Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah, Grantee:

Water right nos. 59-2682, 57-2811, and 57-3088 as identified of record with the Utah Division of Water Rights.

Grantor warrants that the water right is free of all liens and encumbrances incurred by Grantor, that the water right is in apparent good standing as of the date of this deed, and that Grantor has the right to convey the water right to Grantee. Grantor shall pay all debts, taxes, charges and assessments against the water right existing as of the date of this deed. Grantor does not warrant: (1) Grantor's water right is senior to any other third party water right; (2) that Grantor's water right will not interfere with a senior third party water right; (3) that third parties will not file an application to appropriate water claimed to be available in the same water source; (4) that junior appropriators will not interfere with the water right; or (5) that the quantity or quality of water available from the water source will be suitable for Grantee's purpose.

Grantor has caused this deed to be executed this ____ day of _____, 20__.

Jordan Valley Water Conservancy District

By: _____
Gary C. Swensen
Chair, Board of Trustees

