



March 28, 2016

Cottonwood Creek Consolidated Irrigation Company
Attn: Clyde Magnuson – President
P.O. Box 678
Orangeville, Utah 84537

Subject: 2016 Water Use Letter Agreement

Dear Mr. Magnuson,

Subject to the terms and conditions specified in this Letter Agreement, PacifiCorp hereby agrees to make available to Cottonwood Creek Consolidated Irrigation Company (CCCIC) up to all of its 2016 CCCIC Primary water allotment in exchange for CCCIC's agreement to begin its irrigation season on April 10, 2016.

Whereas, PacifiCorp owns shares in CCCIC which provides PacifiCorp with a proportionate amount of CCCIC's annual water rights, herein referred to as "Primary Water Allotment";

Whereas, PacifiCorp holds rights to water in Joes Valley Reservoir (JVR) through certain water supply contracts with Emery Water Conservancy District, herein referred to as "Project Water";

Whereas, PacifiCorp's unused Project Water in JVR is allowed to be carried over from one year to the next as long as JVR does not fill and spill (as more fully outlined in the 1982 Cottonwood Creek Operating Criteria). PacifiCorp's unused Project Water that is allowed to be carried over for future use when the reservoir does not spill is herein referred to as "Project Water Carry-Over";

Whereas, PacifiCorp's Project Water Carry-Over account balance in JRV as of March 1, 2016 was approximately 16,600 acre-feet, which does not include PacifiCorp's 2016 Project Water allotment.

Whereas, PacifiCorp desires to manage its water supplies in such a manner to reduce the risk of JVR filling and spilling this run-off season, which would in turn result in PacifiCorp's loss of its current Project Water Carry-Over balance.

Whereas, PacifiCorp can reduce the risk of JVR spilling by allowing CCCIC to use PacifiCorp's Primary Water Allotment and thereby protect and maintain PacifiCorp's Project Water Carry-Over balance.

As such, effective April 10, 2016 through October 31, 2016, the following provisions will be used in the management, delivery, use and recordkeeping of water resources between PacifiCorp and CCCIC.

1. PacifiCorp will allow the use of up to all of its 2016 CCCIC Primary Water Allotment by CCCIC shareholders for irrigation purposes. CCCIC will pay PacifiCorp \$0.50 for each acre-foot of PacifiCorp's Primary Water Allotment it uses under this letter agreement, as determined by PacifiCorp's Primary Water Allotment, as allocated by CCCIC.



2. CCCIC will begin its irrigation season on April 10, 2016 and at such time CCCIC will call for deliveries of its Primary Water, including PacifiCorp's Primary Water Allotment from JVR.
3. CCCIC shall be solely responsible for all Primary Water CCCIC diverts and uses from JVR.
4. Any water PacifiCorp diverts from Adobe Wash Reservoir from April 1 up through the time JVR either spills or reaches maximum pool elevation (in the event it does not spill) will be deducted from PacifiCorp's current Project Water Carry-Over account.
 - a. CCCIC's agrees and understands that its use of PacifiCorp's Primary Water Allotment under this Letter Agreement is subject to the condition that JVR does not fill and spill, and PacifiCorp shall not be liable in any manner to CCCIC in the event JVR does fill and spill
 - b. If JVR spills, then from July 1, 2016 to the end of the 2016 irrigation season, PacifiCorp will resume access to and use of all of its remaining 2016 Primary Water Allotment and CCCIC will no longer have the use of PacifiCorp's Primary Water.
 - c. If JVR does not spill and PacifiCorp maintains access to its block of Project Water Carry-Over, then CCCIC will continue to be allowed to use PacifiCorp's Primary Water Allotment for the remainder of the 2016 irrigation season – and any water PacifiCorp diverts from Adobe Wash Reservoir for the remainder of the 2016 season will be deducted from its Project Water Carry-Over account.
5. Paragraph 7 of the Cottonwood Creek Operating Criteria states [*"...and project power water utilizing space in the irrigation pools will be the first water spilled when spills occur or releases are made in anticipation of spills."*] Nothing in this 2016 Water Use Letter Agreement will be construed as "releasing water in anticipation of a spill" which would otherwise qualify for the zeroing out of PacifiCorp's Project Water Carry-Over account pursuant to the Operating Criteria.
6. The provisions outlined in this Letter Agreement will apply only during the 2016 irrigation season and in no way will establish a precedent for future arrangements/practices between PacifiCorp and CCCIC.

Please indicate your agreement with the above provisions by your signature and date below.

Sincerely,

Laren Huntsman
Managing Director,
Hunter Plant

Agreed:
Cottonwood Creek Consolidated Irrigation Company

By: _____

Its: _____

Date signed: