

AGREEMENT FOR MANAGEMENT
OF THE SNAKE VALLEY GROUNDWATER SYSTEM

This State-to-State Agreement (Agreement) concerns the establishment of a cooperative relationship between the States of Utah and Nevada regarding the management of interstate groundwater resources. The Southern Nevada Water Authority is signatory to this Agreement for the limited purposes outlined in Sections 7.2 and 8 of this Agreement.

In 2004, the United States Congress passed Pub. L. 108-424 (Appendix A) establishing, among other things, the requirement that the States of Utah and Nevada reach an agreement regarding the division of water resources, protection of existing water rights and the maximum sustainable use of the waters prior to any interbasin transfer from groundwater basins located within both States. It is the express intention of Utah and Nevada to satisfy the requirements of Pub. L. 108-424 with respect to the Snake Valley Groundwater Basin by executing this Agreement. In addition, the States are agreeing to require all entities receiving permits to export water from the Snake Valley Groundwater Basin in excess of 1,000 acre-feet per year to execute and implement an environmental monitoring and management agreement similar to that executed between the State of Utah and the Southern Nevada Water Authority, attached hereto as Appendix C.

This Agreement is intended to define the water resource management responsibilities of the States of Nevada and Utah regarding the Snake Valley Groundwater Basin (Appendix B) and define a framework for cooperation between the states on natural resource issues of mutual interest. This Agreement is entered into pursuant to each States' constitutional authority to manage natural resources within the state, which authority has been delegated by law to the respective signatories to this Agreement. This Agreement is not, nor is it intended to be an interstate compact, entered pursuant to the Compact Clause of the U.S. Constitution, Art. I, Section 10, Cl. 3. This Agreement is entered into between the States with the intention of avoiding an equitable apportionment action regarding the Snake Valley Groundwater Basin in the United States Supreme Court.

In consideration of the mutual covenants, terms and conditions herein contained, the States of Utah and Nevada hereto do agree as follows:

1.0 Definitions

As used in this Agreement:

1.1 “Adverse Impact to an Existing Permitted Use” or “Adverse Impact” means:

- a. In the case of an Existing Permitted Use of Groundwater, a lowering of the water level that is caused by withdrawals of Groundwater by a junior, permitted Groundwater right, and that can be demonstrated to negatively affect that well's ability to produce Groundwater in a manner substantially similar to the well's historical production; or

- b. In the case of Existing Permitted Uses for which the point of diversion is a spring, a reduction in spring flow to an amount less than the Existing Permitted Use, and that can be demonstrated to be less than the spring's historical supply.
- 1.2 "afy" means acre-feet per year.
- 1.3 "Available Groundwater Supply" means that total amount of Groundwater available for appropriation and use on an annual basis from the Snake Valley Groundwater Basin as determined by this Agreement or subsequently through further study and agreement of the State Engineers of Utah and Nevada.
- 1.4 "Beneficial Use" means the use of water for one or more recognized purposes including, but not limited to, irrigation, municipal, domestic, hydropower generation, industrial, commercial, recreation, fish and waterfowl propagation, and stock-watering; it is the basis, measure and limit of a water right.
- 1.5 "Consumptive Use" means the amount of water permanently removed from the Snake Valley Groundwater Basin for the permitted Beneficial Use. Consumptive Use is equivalent to depletion.
- 1.6 "Existing Permitted Uses" means Consumptive Use of Groundwater in the Snake Valley Groundwater Basin pursuant to water rights granted or recognized by the State Engineers of Utah and Nevada as of the date of this Agreement, and Utah water right numbers 18-51, 18-59, 18-66, 18-215, and 18-331 for water rights at the Fish Springs National Wildlife Refuge.
- 1.7 "Groundwater" means water underlying the surface of Snake Valley including water percolating therefrom via artesian springs rising from underground waters.
- 1.8 "Nevada" means the State of Nevada.
- 1.9 "Reserved Groundwater Supply" means the water divided between the States which is not available for appropriation as Available Groundwater Supply until the conditions in Section 3.3 are met.
- 1.10 "Snake Valley" or "Snake Valley Groundwater Basin" means the hydrologic and geographical area subject to this Agreement. It is delineated by the surface water drainage divide, except on the north, as shown on the map in Appendix B, appended hereto and incorporated herein by this reference.
- 1.11 "SNWA" means the Southern Nevada Water Authority.
- 1.12 "States" means the State of Nevada and the State of Utah.
- 1.13 "State Engineers" means the State Engineer of Nevada and the State Engineer of Utah.
- 1.14 "Utah" means the State of Utah.

2.0 Findings

2.1 The States have a long history of resolving issues of concern to each state's citizens in a cooperative and mutually beneficial manner.

2.2 The States share a common border that divides several surface and subsurface watersheds.

2.3 Snake Valley Groundwater Basin is divided by the border between the States.

2.4 A substantial amount of information exists regarding the aquifer system that underlies Snake Valley in the form of reports and studies compiled by the United States Geological Survey ("USGS"), the States and other parties. The States believe that such information is sufficient to allocate Groundwater in Snake Valley as set forth in this Agreement.

2.5 Evaluating the Groundwater supply within the Snake Valley Groundwater Basin in a more precise fashion depends upon advances in the evolving efforts concerning data collection for precipitation, recharge and discharge, further scientific characterization of the underground physical environment, and the increased evolution and sophistication of hydrologic estimation methods.

2.6 Current data shows that recharge of the Groundwater supply in the Snake Valley Groundwater Basin occurs primarily within Nevada. Groundwater discharge and Consumptive Use has historically occurred primarily in Utah.

2.7 The States desire to incorporate both presently available, ongoing and future studies, and other information into the process for administering and managing Groundwater development in Snake Valley.

2.8 Utah acknowledges that the safe yield doctrine that governs Groundwater appropriation in Utah generally allows for the appropriation of Groundwater in a manner that is sustainable and results in a reasonable amount of drawdown in the Groundwater aquifer. Such appropriations necessarily impact the existing hydrologic system and captures discharge available to phreatophytes, streams and natural lakes.

2.9 Nevada acknowledges that the perennial yield doctrine that governs Groundwater appropriation in Nevada generally allows for the appropriation of Groundwater that is discharged through natural evapotranspiration processes and/or some portion of the subsurface flow to adjacent basins. The majority of Groundwater appropriation within Nevada throughout the state's history has been premised upon the capture of Groundwater naturally discharged as phreatophytic evapotranspiration.

2.10 The States desire to allow for the development of the maximum sustainable Beneficial Use of water resources within each state through the establishment of procedures to administer the development of shared interstate water resources in a cooperative and equitable manner.

2.11 The States desire to incorporate monitoring data from measured Groundwater withdrawals, as well as current or future groundwater monitoring wells or other measuring devices, into a publicly available database which will assist the State Engineers in managing the Available Groundwater Supply.

2.12 SNWA has filed Application Nos. 54022 through 54030, inclusive, (hereinafter “SNWA Applications”) with the Nevada State Engineer to appropriate Groundwater in Snake Valley with points of diversion within the State of Nevada.

3.0 Available Groundwater Supply

3.1 The States recognize that, in addition to ongoing studies and data collection activities, the USGS has completed what is generally known as the Basin and Range Carbonate Aquifer System Study (“BARCASS”) as required by Section 301(e)(1) of Pub. L. 108-424. The States agree that BARCASS is the best currently available scientific evidence of the hydrology of Snake Valley, and is sufficiently reliable for the purposes of the general allocation of water within this Agreement. The States agree that the total amount of water allocated in this Agreement is the amount identified in BARCASS as the amount of Groundwater annually consumed by evapotranspiration in Snake Valley, which is 132,000 afy.

3.2 In an effort to be conservative in the protection of the Groundwater of Snake Valley, and to proceed cautiously in the development of further Groundwater resources, the States agree that the Available Groundwater Supply as of the date of this Agreement is 108,000 afy.

3.3 The States hereby jointly create a category of Groundwater entitled Reserved Groundwater Supply. The States agree that the Reserved Groundwater Supply, as of the date of this Agreement, is 24,000 afy. The States agree that Reserved Groundwater Supply may only become Available Groundwater Supply upon joint agreement of the State Engineers, following analysis of peer-reviewed data that demonstrates that additional Groundwater can safely and sustainably be withdrawn from the Snake Valley Groundwater Basin, and that holders of permits to use water from the Allocated and Unallocated categories in this Agreement will not be unreasonably affected. If an amount of the Reserved Groundwater Supply is found to become Available Groundwater Supply and is less than the total Reserved Groundwater Supply, the amount to be allocated to each State is to be determined by the State Engineers considering the respective States’ proportional share of the remaining Reserved Groundwater Supply, the total division of water between the two States as set forth in this Agreement and any other factors which may be determined relevant by the State Engineers at the time the determination is made; provided that each State will receive some of any new allocation prior to either State receiving all of its allocation.

3.4 The States agree that other scientifically reliable reports, studies, or data collection efforts that may be conducted in the future will be valuable tools in further refining the Available Groundwater Supply of Snake Valley and further agree that such additional information shall be examined in conjunction with actual monitoring data as

part of the process of revising estimates of the Available Groundwater Supply of Snake Valley. All data used or proposed to be used to revise estimates shall be shared between the States and be made available to the public on a periodic basis.

4.0 Allocation and Management of Available Groundwater Supply

4.1 The State Engineer of Utah shall exercise exclusive jurisdiction over that portion of the Available Groundwater Supply consumptive uses listed in Table 1 as available to Utah.

4.2 The State Engineer of Nevada shall exercise exclusive jurisdiction over that portion of the Available Groundwater Supply consumptive uses listed in Table 1 as available to Nevada.

Table 1 – Division of Available Groundwater Supply (Consumptive Use)

Allocated	Utah:	55,000 afy
	Nevada:	12,000 afy
Unallocated	Utah:	6,000 afy
	Nevada:	35,000 afy
Total	Utah:	61,000 afy
	Nevada:	47,000 afy

Table 2 – Division of Reserved Groundwater Supply (Consumptive Use)

Reserved	Utah:	5,000 afy
	Nevada:	19,000 afy

4.3 The States agree that, except as otherwise provided herein, the State Engineers are vested with the exclusive jurisdiction to administer the terms of this Agreement. The State Engineers shall make and enforce such regulations within their respective State as may be necessary to enable compliance with this Agreement.

4.4 The States agree that it is critical to incorporate monitoring data from measured Groundwater withdrawals into a database from which Available Groundwater Supply is determined. Both States agree to cooperate on data gathering and data sharing to better understand the geology and hydrogeology and the Available Groundwater Supply of Snake Valley. The States agree that all monitoring data collected will be shared and made available to the public on a periodic basis.

4.5 The State Engineers shall cooperate to ascertain and make public the annual Groundwater withdrawal and actual Consumptive Use occurring under water rights of record in Snake Valley and any other information upon which they may mutually agree. The State Engineers shall either arrange for the annual publication of, or make public on a publicly available website, a report giving the diversions and depletions from the water resource under the water rights and the changes in aquifer water levels in the respective

States during the preceding calendar year. The State Engineers shall meet as needed to review and assess the collected data, evaluate compliance with this Agreement, and determine the necessity of additional data gathering. The State Engineers may elect to also hold a joint annual public meeting with Nevada and Utah water users in the Snake Valley area to receive public input as to use and management of the water resource.

4.6 The State Engineers shall meter, or cause to be metered, the withdrawal of Groundwater pursuant to any water right with a duty or diversion quantity that exceeds 100 (one hundred) afy and report said diversions on a calendar year basis.

4.7 The States agree to jointly identify areas of concern including but not limited to Available Groundwater Supply, points of diversion of existing water rights, wetlands, springs and other riparian dependant resources that could be affected by the Consumptive Use of Groundwater in Snake Valley.

4.8 The States agree to work cooperatively to (a) resolve present or future controversies over the Snake Valley Groundwater Basin; (b) assure the quantity and quality of the Available Groundwater Supply; (c) minimize the injury to Existing Permitted Uses; (d) minimize environmental impacts and prevent the need for listing additional species under the Endangered Species Act; (e) maximize the water available for Beneficial Use in each State; and (f) manage the hydrologic basin as a whole.

5.0 Categories of Available Groundwater Supply

5.1 Allocated - Allocated Groundwater is solely for satisfaction of water rights in Snake Valley and at Fish Springs National Wildlife Refuge with a priority date prior to October 17, 1989. Recognition of unrecorded diligence claims shall be accounted for as Allocated. Change applications which seek to move existing spring or surface water rights to Groundwater may be allowed, but no new appropriations will be permitted under the Allocated Category.

5.2 Unallocated - The State Engineers shall grant permits to withdraw, appropriate, or otherwise permit the use of Groundwater from Unallocated Groundwater pursuant to the law of their respective States. Those rights with a priority date on or after October 17, 1989 shall be accounted for in this category.

5.3 Reserved - The State Engineers shall not grant any Groundwater withdrawal permits to extract Reserved Groundwater until the conditions in Section 3.3 are satisfied.

5.4 The States agree that “maximization of sustainable Beneficial Use of the water resources while protecting existing rights,” as intended by Public Law 108-424, requires that Consumptive Use from the Snake Valley Groundwater Basin be reasonably related to the Available Groundwater Supply within the Snake Valley Groundwater Basin, and as such, prohibits 1) the mining (or overdrafting) of Groundwater; 2) the degradation of water quality; and 3) the diminishment of the physical integrity of the Groundwater basin. The States agree to re-consult, at the request of either of them, regarding the Available Groundwater Supply, and adopt such measures as may later be agreed upon to redetermine the Available Groundwater Supply or otherwise maintain the maximum

sustainable Beneficial Use of the water resources of the Snake Valley Groundwater Basin. In the event these consultations conclude that withdrawals exceed the redetermined Available Groundwater Supply, each State Engineer shall take action to reduce withdrawals by priority such that Consumptive Use in each state is limited to the redetermined Available Groundwater Supply.

5.5 The State Engineers, pursuant to their powers to administer the water in their respective states, shall condition approval of any application for interbasin transfer of water from the Snake Valley Groundwater Basin in excess of 1,000 afy per year and issued after the date of this Agreement so as to:

- a. Require the inclusion in any permit issued of an Environmental Monitoring and Management Plan similar to the agreement between the State of Utah and the Southern Nevada Water Authority attached hereto as Appendix C;
- b. Require the establishment of a process to protect Existing Permitted Uses from Adverse Impacts as outlined in Section 6 of this Agreement; and
- c. Require that all wells be equipped with access ports of sufficient diameter to allow the measurement of the water levels therein or provide a reliable means to easily obtain water level data from the well.

6.0 Identification and Mitigation of Adverse Impacts to Existing Permitted Uses.

6.1 The process described in subsections 6.2 to 6.5 of this section may be exercised at the election of the owner of an Existing Permitted Use, and shall not preclude such person's right to pursue any and all other remedies available to any party in law or in equity.

6.2 The States agree that a process to protect the owner of an Existing Permitted Use from Adverse Impacts is required as part of any permit to transfer water in excess of 1000 afy from the Snake Valley Groundwater Basin to another basin. Such a process must provide for and implement provisions which:

- a. Inform the owners of Existing Permitted Uses on a periodic basis through various public media outlets about the ability to make a claim of an Adverse Impact to the entity engaging in the interbasin transfer;
- b. Establish a mechanism for notification of such a claim;
- c. Process the claim in a timely manner;
- d. Make an offer, binding on the entity making the interbasin transfer, to mitigate the Adverse Impact; and
- e. Establish, and continuously replenish, according to acceptable accounting standards, a fund to accomplish the mitigation of any reasonably anticipatable Adverse Impact, which shall be maintained throughout the tenure of the permit.

6.3 The States agree to establish an Interstate Panel composed of the State Engineers or their designees and such members of each State Engineer's staff as they deem appropriate to hear disputes arising between an owner of an Existing Permitted Use in Utah and SNWA. Whenever the owner of the Existing Permitted Use and SNWA cannot agree regarding the occurrence of an Adverse Impact or upon the appropriate mitigation for an Adverse Impact, the Interstate Panel shall consider the matters in dispute. The Interstate Panel shall not consider and shall have no jurisdiction over claims of Adverse Impacts from SNWA's Groundwater development and withdrawal in Snake Valley for an Existing Permitted Use in Nevada. Any issues regarding claims of Adverse Impacts to Nevada water rights shall continue to be overseen by the Nevada State Engineer pursuant to the laws of Nevada.

a. When considering whether pumping from a SNWA Groundwater well is having an Adverse Impact upon a Groundwater right in Utah, the Interstate Panel may consider the following:

1. The construction of respective wells, including:
 - a. Depth of the well
 - b. Diameter of the well
 - c. Screen intervals
 - d. Slot size
 - e. Age of the well
 - f. Location of saturated strata
 - g. Pump location
 - h. Maintenance history
2. The distance between the respective wells
3. Priority dates of the respective water rights
4. Baseline data for the respective wells, including
 - a. Pumping history
 - b. Water level history
5. Baseline data for the area, including:
 - a. Pumping history and distribution
 - b. Water levels and water level variability

6. Groundwater gradient
 7. Water quality
 8. Locations of other wells in the area and their associated amounts and frequency of pumping
 9. Climatic conditions, e.g. drought year
 10. Geology
 11. Likelihood of hydrologic connectivity between the respective wells
 12. Occurrence of impact to or from other wells in the area
 13. Recent seismic activity
 14. Any other information determined relevant to the situation
- b. When considering whether pumping from a SNWA Groundwater well is having an Adverse Impact on the spring supply of a water right in Utah, the Interstate Panel may consider the following:
1. Distance between the well and the spring
 2. Geology
 3. Likelihood of hydrologic connectivity between the well and the spring
 4. Baseline flow rates
 5. Groundwater gradient
 6. Water quality
 7. Recent seismic activity
 8. Recent manmade activity
 9. Locations of other wells in the area and their associated amounts and frequency of pumping
 10. Occurrence of impact to or from other wells in the area
 11. Climatic conditions
 12. Any other information determined relevant to the situation

6.4 The Interstate Panel shall determine whether an Adverse Impact has occurred. In the case of the occurrence of an Adverse Impact, the Interstate Panel shall determine the appropriate mitigation. The determination of the Interstate Panel shall be administered by the Nevada State Engineer. The process for any challenge or review of an order of the Nevada State Engineer shall be determined by the laws of Nevada.

6.5 The States agree to create a process similar to that established in Sections 6.3 and 6.4 for all other permits granted for the interbasin transfer of more than 1000 afy of Groundwater from the Snake Valley Groundwater Basin after the date of this Agreement.

7.0 Environmental Programs

7.1 The Director of the Nevada Department of Conservation and Natural Resources shall designate a representative to participate in the Columbia Spotted Frog Conservation Team as created by Article VI of the Conservation Agreement and Strategy for Columbia Spotted Frog (*Rana Luteiventris*) in the State of Utah, Utah Department of Natural Resources, Division of Wildlife Resources—Native Aquatic Species, Publication Number 06-01, and the Least Chub Conservation Team, as created by Article VII of the Conservation Agreement and Strategy for Least Chub (*Iotichthys Phlegethontis*) in the State of Utah, Utah Department of Natural Resources, Division of Wildlife Resources—Native Aquatic Species, Publication Number 05-24.

7.2 Concurrently with the execution of this Agreement, Utah and SNWA have entered into an agreement entitled the Snake Valley Environmental Monitoring and Management Agreement (“Environmental Agreement”) attached hereto as Appendix C. The State of Utah, the State of Nevada, and SNWA agree to work together to coordinate management activities conducted pursuant to this Agreement and monitoring and management activities conducted pursuant to the Environmental Agreement in order to make informed determinations as to whether Groundwater withdrawals have caused an Adverse Impact to an Existing Permitted Use.

8.0 Southern Nevada Water Authority Applications

8.1 Nevada agrees to hold the SNWA Applications in abeyance through September 1, 2019, to allow additional hydrologic, biologic, and other data to be collected in Snake Valley for use by the Nevada State Engineer and for use in other processes. Prior to September 1, 2019, the Nevada State Engineer will not hold a hearing or grant a permit pursuant to the SNWA Applications.

8.2 At least nine months prior to any hearing conducted by the Nevada State Engineer in regard to the SNWA Applications, Utah and Nevada will confer regarding which employees of the State of Utah have knowledge and expertise regarding the hydrologic and biologic resources of Snake Valley. Any employees of the State of Utah that the States agree have relevant information regarding the hydrologic, biologic, and environmental resources of Snake Valley will be invited by Nevada to present such information during the hearing on the SNWA Applications.

8.3 In the event SNWA is granted any permits pursuant to the SNWA Applications, SNWA agrees to provide public notice, at least one year prior to the export of Groundwater from Snake Valley and at least once each quarter following the commencement of such export, that any owner of an Existing Permitted Use may notify SNWA of a claim to an Adverse Impact to its water right due to Groundwater withdrawals by SNWA. Such public notice shall be published in any newspapers of general circulation in Snake Valley, SNWA's website and such other reasonable means of publication as may be requested by the State Engineers.

8.4 Any owner of an Existing Permitted Use who believes that development or withdrawal of Groundwater by SNWA has caused an Adverse Impact to its Existing Permitted Use may notify SNWA that the permit owner claims an Adverse Impact and shall provide any pertinent information that supports their claim of Adverse Impact. Whenever such notification is made, SNWA shall assess the claimed Adverse Impact, verify that an Adverse Impact has occurred or is likely to occur, and propose options to mitigate any verified Adverse Impact. Upon receipt of notice of a claimed Adverse Impact, SNWA shall:

- a. Within 10 business days of receipt of notice, provide qualified staff to meet in person with the permit owner if the well(s) or spring(s) that are the point of diversion of the Existing Permitted Use are not currently producing sufficient water to meet the immediate needs of the permit owner. The location of such meeting shall be the point of diversion of the Existing Permitted Use unless otherwise agreed by both parties. If an Adverse Impact is determined by SNWA to have occurred or be likely to occur, SNWA shall make an offer, binding on SNWA, to the owner of an Existing Permitted Use to mitigate the Adverse Impact; or
- b. If the well(s) or spring(s) that are the point of diversion of the Existing Permitted Use are currently producing sufficient water to meet the immediate needs of the permit owner, within 30 days of receipt of notice SNWA shall determine whether either an Adverse Impact has occurred based upon information provided by the permit owner or whether a site visit or other additional information is necessary to make such a determination. If an Adverse Impact is determined by SNWA to have occurred or be likely to occur, it shall make an offer, binding on SNWA, to the owner of the Existing Permitted Use to mitigate the Adverse Impact.

Mitigation options that may be offered shall include, but shall not be limited to:

1. Redistributing Groundwater withdrawals geographically;
2. Reducing or ceasing Groundwater withdrawals at specific points of diversion;
3. Deepening of well(s), repairing or replacing pumps and other infrastructure, and reimbursing for increased pumping costs;

4. Providing alternate water supplies;
5. Augmenting water supply for senior rights and resources using surface and Groundwater sources; and
6. Other measures as agreed to by SNWA and the owner of the Existing Permitted Use.

Within 10 business days from either: 1) a determination that no Adverse Impact has occurred or will occur; or 2) a rejection by any owner of an Existing Permitted Use of SNWA's final offer to mitigate any claimed Adverse Impact, SNWA shall notify both State Engineers of such determination or rejection and shall provide all pertinent details in writing.

8.5 In the event that any permits are issued to SNWA pursuant to the SNWA Applications, SNWA shall establish a mitigation fund sufficient to accomplish the mitigation of any reasonably anticipatable Adverse Impact, which shall be maintained throughout the tenure of the permit. In no event will the balance of the mitigation fund be reduced below \$3,000,000 while SNWA maintains Groundwater development and withdrawal facilities in Snake Valley. Management of the fund (including financial reporting) shall be conducted in accordance with the pronouncements of the Governmental Accounting Standards Board.

8.6 The States agree that the provisions of Sections 8.3, 8.4 and 8.5 of this Agreement together with the Environmental Agreement constitute the processes required by Sections 5.5 and 6.2 for the SNWA Applications pending before the Nevada State Engineer as of the date of this Agreement.

8.7 The provisions of Sections 7.2 and 8 of this Agreement shall be binding upon any successors in interest to the SNWA Applications and any permits, certificates or other water right derivative thereof.

9.0 General Provisions

9.1 Nothing in this Agreement shall be deemed to alter, amend or supersede the respective statutory or administrative authority of the State Engineers in administering the waters of the Snake Valley Groundwater Basin in their respective States.

9.2 Should any claim or controversy arise between the States (a) with respect to any water resource not specifically addressed by the terms of this Agreement; (b) over the meaning or performance of any of the terms of this Agreement; (c) as to the allocation of the burdens incident to the performance of any provision of this Agreement; or (d) the delivery of waters herein provided; the signatories of this Agreement, or their successors, upon the request of one of them, shall forthwith instruct the State Engineers to consider, resolve and adjust such claims or controversy. If the State Engineers fail to resolve said dispute, the signatories shall select a neutral mediator agreeable to both States who shall mediate the dispute. The States shall share the cost of the mediator equally.

9.3 This Agreement shall become effective immediately upon execution by the States.

9.4 Nothing in the Agreement is intended to provide any contract for the benefit of third parties, and no such persons or entities shall have any cause of action as against the States arising from this Agreement, nor shall such third parties have any cause of action to enforce any provisions of this Agreement.

9.5 Any modification, amendment or termination of this Agreement shall be binding only if evidenced in writing and signed by each State.

9.6 Each individual executing this Agreement hereby represents that he is duly authorized to sign the Agreement in the capacity set forth.

9.7 Any notice concerning this Agreement shall be given by sending such notice via U.S. Mail to the State Engineers.

IN WITNESS WHEREOF, Utah and Nevada have fully executed this Agreement on this _____ day of _____, 20__.

Utah Department of Natural Resources
Michael R. Styler
Executive Director

Nevada Department of Conservation and Natural Resources
Allen Biaggi
Director

For the purposes of Sections 7.2 and 8 only of this Agreement:

Southern Nevada Water Authority
Patricia Mulroy
General Manager

APPENDIX A

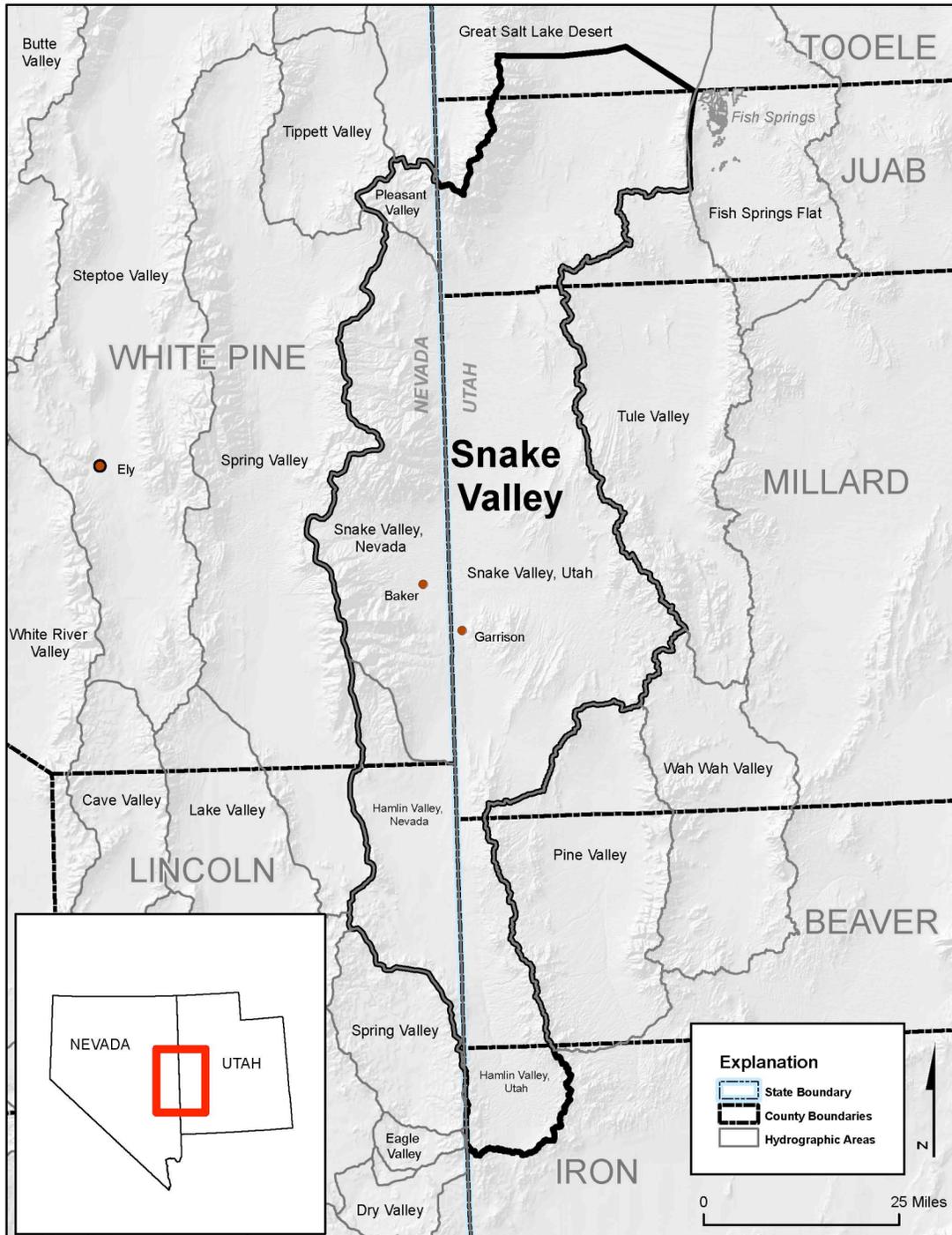
PUBLIC LAW 108-424

Section 301 (e) (3)

Prior to any transbasin diversion from ground-water basins located within both the State of Nevada and the State of Utah, the State of Nevada and the State of Utah shall reach an agreement regarding the division of water resources of those interstate ground-water flow system(s) from which water will be diverted and used by the project. The agreement shall allow for the maximum sustainable beneficial use of the water resources and protect existing water rights.

APPENDIX B

APPENDIX B. SNAKE VALLEY GROUNDWATER BASIN, NEVADA and UTAH



APPENDIX C

Monitoring and Management plan and agreement per 7.2