

**PROGRAMMATIC AGREEMENT
BETWEEN
THE BUREAU OF RECLAMATION
AND
THE UTAH STATE HISTORIC PRESERVATION OFFICE
REGARDING
NATIONAL HISTORIC PRESERVATION ACT
RESPONSIBILITIES FOR MINOR AGENCY PROJECTS**

WHEREAS, this programmatic agreement (PA) is made under the authority of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108), commonly known as Section 106, and its implementing regulations found at 36 CFR 800.14 which provide Federal agencies with the authority to negotiate programmatic agreements to govern the implementation of their NHPA Section 106 responsibilities for minor Agency projects; and

WHEREAS, the Bureau of Reclamation (Reclamation or Agency) and the Utah State Historic Preservation Office (SHPO) mutually desire and intend to streamline and simplify procedural requirements, reduce unnecessary paperwork, and emphasize the common goal of planning for and managing historic properties; and

WHEREAS, Reclamation invited the Advisory Council on Historic Preservation (ACHP) to participate and the ACHP elected not to participate in the consultation process for this PA under 36 CFR 800.6; and

WHEREAS, Reclamation invited over 1,200 Federal, state, municipal, and local organizations to participate as concurring parties in the creation of this document (Appendix B); and the following organizations agreed to participate: Bureau of Land Management (BLM) - Salt Lake Field Office, Brooklyn Canal Co, Monroe, Callao Irrigation Company, Carbon County, Central Utah Project Completion Act, City of Holladay, City of Daniel, Dinsdale Water Co. of Ogden, Franson Civil Engineers, Jones and DeMille Engineering, J-U-B Engineers, Inc., Logan City Community Development Department, Marriott-Slaterville City, Moon Lake, Mound Fort Ditch Company #2, Mountain View Estates 10-13 Water Users Association, National Resource Conservation Service, PacifiCorp - Rocky Mountain Power, Park City Municipal Corporation, Questar, Springville City, State of Utah, School and Institutional Trust Lands Administration, Timp-Nebo Conservation District, U.S. Army Corps of Engineers, Uintah Basin Irrigation Company, Uintah Water Conservancy District, USDA Natural Resources Conservation Service, Utah Department of Transportation, Wasatch Conservation District, Wasatch Mountain State Park, and Weber Basin Water Conservancy District; and

WHEREAS, Reclamation invited the Indian tribes listed in Appendix C to sign this PA as concurring parties and none have agreed to participate; and

NOW, THEREFORE, Reclamation and the Utah SHPO agree that minor Reclamation projects shall be implemented in accordance with the following stipulations:

STIPULATIONS

Reclamation shall ensure that the following measures are carried out:

I. APPLICABILITY AND STANDARDS

- A. This PA applies when the entire proposed area of potential effects is:
1. 10 acres or less in size or less than 3 linear miles.
 2. Projects with no ground disturbance.
 3. And may include the examples in Appendix A.
- All undertakings that exceed the review thresholds in Stipulation III will require Agency consultation with the Utah SHPO in accordance with the standardized procedures at 36 CFR 800 prior to project implementation or unless exempted by another agreement.
- B. In cases where there is any uncertainty whether a particular project meets or exceeds the Review Thresholds, the Agency will discuss the project specifics with Utah SHPO. If the Agency and Utah SHPO cannot come to a resolution regarding the Review Thresholds for the particular project, the Agency will agree to Utah SHPO's understanding of the Review Thresholds for the particular project in question. The results of this discussion will be documented by the Agency in the Annual Report as defined in Stipulation V.
- C. Inventory standards and determinations of eligibility shall include considerations of 36 CFR 60.4, 36 CFR 800.4, Secretary of the Interior Standards and Guidelines and BLM 8110 Manual and Handbook (and its updates).
- D. The person responsible for implementing this agreement shall meet Secretary's Professional Qualifications standards (48 FR 44738).
- E. Persons meeting the Secretary standards shall apply the criteria of adverse effect according to 36 CFR 800.5.
- F. Submissions to the SHPO shall be made by the Agency Official.
- G. The Agency Official shall comply with 36 CFR 800.4 to identify historic properties which may be of religious and cultural significance to Indian tribes. The Agency Official will consult with tribes regarding eligibility and effect regarding properties of religious and cultural significance.
- H. This PA does not cover projects with identified adverse effect.
- I. This PA applies to projects where Reclamation is lead federal agency regardless of land status. However, this PA will not apply if a participating agency wishes to consult with SHPO.

II. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES

- A. **Identification:** For all undertakings covered by this agreement, the Agency will follow the identification standards found in I(C).
- B. **Evaluation:** The Agency Official will ensure that identified cultural resources within an undertaking's area of potential effect are evaluated for eligibility per

I(C). The Agency will consult prior to changing a previously recorded site's eligibility.

III. THRESHOLDS THAT DO NOT REQUIRE UTAH SHPO REVIEW

The Agency Official will not request the Utah SHPO to review individual NHPA Section 106 documentation related to the Agency's efforts to identify, evaluate, and assess historic properties and the effects when the following conditions are met:

1. The entire proposed area of potential effects is 10 acres or less in size or less than 3 linear miles; and
2. No historic properties would be adversely affected by the proposed undertaking.

IV. THRESHOLDS THAT DO REQUIRE UTAH SHPO REVIEW

The Agency Official will consult with Utah SHPO for a proposed undertaking when any of the following conditions are met:

1. The entire area of direct effects surpasses 10 acres in size or 3 linear miles even if no historic properties were identified;
2. A historic property may potentially be adversely affected by the proposed undertaking.

V. ANNUAL REPORTING AND COORDINATION COMMITMENTS

The Agency Official will submit an annual report to the Utah SHPO by January 31st of each year. The report will summarize the results of the activities conducted under this PA.

Within 30-calendar days of receiving the Agency's report, the Utah SHPO will respond and comment in writing regarding the report; and if necessary, the Agency Official will respond in writing to any SHPO comments.

VI. PUBLIC NOTIFICATION

Regardless of whether an undertaking meets the Utah SHPO Review Thresholds outlined in this PA, each Agency remains committed to seeking and considering the views of the public when carrying out its NHPA Section 106 responsibilities.

VII. DISPUTE RESOLUTION PROCEDURES

Should any Signatory object to implementation of this Agreement; the objecting signatory shall provide written notice to the other Signatories of its objection with supporting justification. Upon receipt of such notice, the other Signatories shall have 30-calendar days to resolve the objection. If Reclamation, acting as the lead federal agency for this Agreement, determines that the objection cannot be resolved, Reclamation shall forward all documentation relevant to the dispute to the ACHP. Within 30-calendar days after receipt of all pertinent documentation, the ACHP shall either:

1. Provide the Agency with its recommendation to resolve the dispute. Prior to reaching a final decision on the dispute, each Signatory shall consider all timely advice provided by the ACHP and provide all other Signatories with a written finding on dispute prior to proceeding; or
2. Not provide the Agency with its recommendation to resolve the dispute, after which Reclamation shall make a final decision on the dispute, notify the other Signatories in writing of its decision, and proceed accordingly.
3. Reclamation's responsibility to carry out all other actions subject to this PA that are not the subject to the dispute remains unchanged.

VIII. AMENDMENTS OF THE AGREEMENT

Any Signatory to this Agreement may request that it be amended, whereupon the Agency will consult with the other signatories to consider such amendment. Any amendment will be effective upon receipt of the signature of the last Signatory.

IX. TERMINATION OF THE AGREEMENT

Any Signatory may terminate this Agreement by providing a concurrent 90-calendar day notice to the other Signatories, provided that during this period the Signatories attempt in good faith to find a collaborative resolution that would avoid terminating this Agreement. If the Agreement is terminated, each Agency will comply with Section 106 of the NHPA by following the implementing regulations at 36 CFR Part 800.

X. AGREEMENT DURATION

This Agreement shall be in effect for ten years. This ten-year time period begins when all of the Signatories have signed this Agreement. After ten years the Signatories will consult and amend or terminate this Agreement.


Execution of this Agreement and implementation of its terms evidence that the Agency and Utah SHPO have taken into account the effects of undertakings on historic properties and afforded the ACHP an opportunity to comment.

XI. SIGNATORIES

Bureau of Reclamation, Provo Area Office

 Date 18 SEP 2017
Wayne G. Pullan
Area Manager

Utah State Historic Preservation Office

 Date 9/18/17
Christopher Merritt
Deputy SHPO

XII. Concurring Parties

Elijah Brandley
Marriott-Slaterville City, Utah



Date 8/29/17

APPENDIX A

I. Actions with Little Likelihood of Adverse Effects

The following list of items are determined to cause no adverse effect to historic properties**.

**The list indicates that a specific exemption would apply when the undertaking occurs “within previously disturbed areas.” The definition for “previously disturbed areas” means an area where past construction or operation and maintenance activity is sufficient in severity and extent to have destroyed the physical nature and integrity of an historic property, assuming such properties are, or were, present prior to the disturbance. Further, the implementation of any exempted activity will not change the design of the feature. For example, clearing a stilling basin of sediment does not give permission to excavate the stilling basin deeper.

1. Contract actions (e.g., water service renewals, repayment contracts, Warren Act, seasonal water, or short term water delivery) where existing facilities will be used and where no modifications and no land use changes are proposed.
2. Wheeling agreements where existing facilities are used.
3. Providing funding support for, or development of, water banking programs (including if and when contracts) as long as the water placed in a reservoir does not exceed historic water levels.
4. Providing funding for, or supporting, in-stream flow releases of project water for water quality, fishery, and other programs as long as the released water is within the historic flow range for the stream.
5. Rodent and pest control that does not involve ground disturbance.
6. Application of soil sterilants, herbicides, and insecticides that does not involve ground disturbance.
7. Terrestrial and aquatic weed removal from within earthen or lined canals or laterals.
8. Mowing and brushing within previously disturbed areas, and general maintenance of existing landscaping along roads, trails, levees, canals, laterals, ditches, and office and facility grounds.
9. Road maintenance within previously disturbed areas, including repaving, of existing roads or existing parking areas.
10. Maintenance within previously disturbed areas, such as existing trails, walks, paths, and sidewalks.
11. Replacement of non-historic or installation of new pipelines, cables, culverts, or utility conduit entirely within previously disturbed areas where equipment access is also within previously disturbed areas.
12. Routine maintenance or investigations of dams, power plants, canals, and other structures where there is no change to the exterior of the structure, or exterior features thereof.
13. Placement or restoration of existing rip rap, or placement of additional rip rap on top of existing rip rap, when using the same type of materials and maintaining original design criteria, and when the undertaking does not occur on a structure or a prehistoric site.

14. Clearing of sediments or debris from stilling basins, forebays, canals, laterals, ditches, conduits, siphons, and drains, and other constructed features where the clearing occurs in previously disturbed areas, and the sediment or debris is placed in previously disturbed areas.
15. Draining, cleaning, grading within an existing prism without changing the profile, dredging where dredged materials are deposited in previously disturbed areas, and inspections.
16. Issuing use authorizations (e.g., grants, licenses, leases, permits, rights-of-way, or easements) where there is no ground disturbance or other physical disturbance to a federal property.
17. Acquisition of land or easements for Federal purposes.
18. Revocation of a Federal easement to a Federal agency where the revocation does not involve the abandonment or disposal of Federally-owned buildings or structures.
19. Monitoring of facilities, biota, or environmental conditions where no ground or other physical disturbance occurs.
20. Excavation of trenches within the confines of previously disturbed areas.
21. Removing equipment or materials from buildings and structures when the equipment or materials are non-historic and do not contribute to the historic significance of the building or structure.
22. Painting and application of other protective coverings, such as sealants or epoxy, where the original coloring is maintained and the sealants or epoxy meet preservation standards.
23. Short-term disturbance of a linear feature (i.e., canal or road) for boring or open-cut crossings when the linear feature will be restored to Secretary of the Interior's standards.
24. Placement or replacement of non-historic canal or aqueduct features, such as head gates, manholes, and culverts.
25. Placement or replacement of non-historic or in-kind historic fencing in previously disturbed areas.
26. Tertiary canals (i.e., farm ditches) are normally exempt.
27. Installation of culverts under 300 feet are normally exempt.
28. Vegetative planting in previously disturbed contexts is exempt.

II. Examples of activities that may proceed without additional SHPO consultation after a Class III survey (but will be recorded in the annual report to SHPO).

1. Projects that are less than 10 acres in size or less than three linear miles that do not have any adverse effect on cultural resources.
2. Small bore (less than 16" diameter) drilling.
3. Revocation of a Federal easement to a private entity where the revocation does not involve the abandonment or disposal of Federally-owned buildings or structures.
4. Placement of scientific equipment or meters within or along the existing channel of streams, rivers, or canals where access and placement of the equipment involves minor ground disturbance.

5. Removing equipment or materials from buildings and structures when the equipment or materials are historic and do not contribute to the historic significance of the building or structure.
6. Vegetative planting in a pristine location, i.e., not previously disturbed.

Appendix B

Agencies and Organizations Contacted for this Programmatic Agreement

Reclamation invited the following Federal Agencies to participate in the development of this Agreement: Ashley National Forest, Bureau of Land Management (State and individual field offices), Caribou-Targhee National Forest, Dixie National Forest, Fishlake National Forest, Hill Air Force Base, Humboldt-Toiyabe National Forest, Manti-La Sal National Forest, Natural Resources Conservation Service, Sawtooth National Forest, Tooele Army Depot, Uinta-Wasatch-Cache National Forest, United States Army Corps of Engineers, and the United States Army Dugway Proving Ground;

Reclamation invited the following State Agencies to participate in the development of this Agreement: Public Lands Policy Coordination Office, State of Utah, School and Institutional Trust Lands Administration, Utah Department of Agriculture and Food Conservation Districts (individually), Utah National Guard, Utah Division of Wildlife Resources, Utah Division of Oil, Gas and Mining, Utah State Parks (individually), and the Utah Department of Transportation; and

Reclamation invited the following Utah municipalities to participate in the development of this Agreement: Alpine, Alta, Altamont, Alton, Amalga, American Fork, Annabella, Antimony, Apple Valley, Aurora, Ballard, Bear River, Bicknell, Big Water, Blanding, Bluffdale, Boulder, Bountiful, Brian Head, Brigham City, Bryce Canyon, Cannonville, Castle Dale, Castle Valley, Cedar City, Cedar Fort, Cedar Hills, Centerfield, Centerville, Central Valley, Charleston, Circleville, Clarkston, Clawson, Clearfield, Cleveland, Clinton, Coalville, Corinne, Cornish, Cottonwood Heights, Daniel, Delta, Deweyville, Draper, Duchesne, Eagle Mountain, East Carbon, Elk Ridge, Elmo, Elsinore, Elwood, Emery, Enoch, Enterprise, Ephraim, Escalante, Eureka, Fairfield, Fairview, Farmington, Farr West, Fayette, Ferron, Fielding, Fillmore, Fountain Green, Francis, Fruit Heights, Garden City, Garland, Genola, Glendale, Glenwood, Goshen, Grantsville, Green River, Gunnison, Hanksville, Harrisville, Hatch, Heber City, Helper, Henefer, Henrieville, Herriman, Hideout, Highland, Hildale, Hinckley, Holden, Holladay, Honeyville, Hooper, Howell, Huntington, Huntsville, Hurricane, Hyde Park, Hyrum, Independence, Ivins, Joseph, Junction, Kamas, Kanab, Kanarraville, Kanosh, Kaysville, Kingston, Koosharem, Laketown, LaVerkin, Layton, Leamington, Leeds, Lehi, Levan, Lewiston, Lindon, Loa, Logan, Lyman, Lynndyl, Manila, Manti, Mantua, Mapleton, Marriott-Slaterville, Marysvale, Mayfield, Meadow, Mendon, Midvale, Midway, Milford, Millville, Minersville, Moab, Mona, Monroe, Monticello, Morgan, Moroni, Mt. Pleasant, Murray, Myton, Naples, Nephi, New Harmony, Newton, Nibley, North Logan, North Ogden, North Salt Lake, Oak City, Oakley, Ogden, Orangeville, Orderville, Orem, Panguitch, Paradise, Paragonah, Park City, Parowan, Payson, Perry, Plain City, Pleasant Grove, Plymouth, Portage, Price, Providence, Provo, Randolph, Redmond, Richfield, Richmond, River Heights, Riverdale, Riverton, Rockville, Rocky Ridge, Roosevelt, Roy, Rush Valley, Salem, Salina, Salt Lake City, Sandy, Santa Clara, Santaquin, Saratoga Springs, Scipio, Scofield, Sigurd, Smithfield, Snowville, South Jordan, South Ogden, South Salt Lake, South Weber, Spanish Fork, Spring City, Springdale, Springville, St. George,

Sterling, Stockton, Stockton, Sunnyside, Sunset, Syracuse, Tabiona, Taylorsville, Tooele, Toquerville, Torrey, Tremonton, Tropic, Uintah, Vernal, Vernon, Vineyard, Virgin, Wales, Wallsburg, Washington Terrace, Washington, Wellington, Wellsville, Wendover, West Bountiful, West Haven, West Jordan, West Point, West Valley City, Willard, Woodland Hills, Woodruff, and Woods Cross; and

Reclamation invited the following certified local governments (CLG) to participate in the development of this Agreement:

American Fork CLG, Beaver City, Beaver County Commissioner, Beaver County Hist. Pres. Commission, Bluffdale CLG, Bountiful City, Bountiful Historical Commission, Box Elder County CLG, Box Elder County Commissioner, Brigham City CLG, Castle Dale CLG, Cedar City Area Chamber of Commerce, Centerfield CLG, Centerville CLG, Cottonwood Heights Historic Committee, Cottonwood Heights CLG, Delta CLG, Draper CLG, Duchesne County CLG, Duchesne CLG, Emery CLG, Emery County Historic Preservation Commission, Enterprise CLG, Ephraim CLG, Eureka CLG, Fairview CLG, Farmington CLG, Ferron CLG, Fillmore CLG, Grand County Historic Preservation Commission, Grantsville CLG, Green River CLG, Green River Preservation Comm., Gunnison CLG, Heber City Historic Preservation Commission, Helper CLG, Holladay CLG, Hurricane CLG, Hurricane Historic Preservation Comm., Hurricane Valley Heritage Park, Hyrum CLG, Kanab CLG, Landmarks Commission, Layton CLG, Layton Community Devel. Dept., Leeds CLG, Lehi City CLG, Lindon Historic Preservation Commission, Logan CLG, Manti City CLG, Mendon CLG, Midvale CLG, Midway CLG, Morgan County Historical Society, Moroni CLG, Mt. Pleasant CLG, Murray City Parks and Recreation, Murray History Advisory Board, Ogden Community Devel. Dept., Orem CLG, Panguitch CLG, Park City CLG, Payson CLG, Pleasant Grove CLG, Pleasant Grove CLG, Price CLG, Providence CLG, Provo CLG, Richmond CLG, Rockville CLG, Salt Lake City Corporation, Salt Lake County CLG, Salt Lake County Townships, Salt Lake City CLG, San Juan Heritage Council, San Juan County CLG, San Juan County CLG, Sandy City, Sandy CLG, Sanpete County CLG, Sanpete County Historic Pres. Comm., Santa Clara City Council, Scipio CLG, SLC Historic Landmark Commission, Spring City CLG, Springdale CLG, Springville CLG, St. George CLG, Summit County CLG, Syracuse CLG, Taylorsville Historic Preservation Comm., Taylorsville CLG, Tooele County, Tooele City CLG, Torrey CLG, Uintah County CLG, Uintah County Library, Utah County Commission, Virgin CLG, Weber County CLG, Wellsville CLG, Wendover Airfield, West Jordan CLG, West Bountiful CLG, and Willard CLG; and

Reclamation invited the following organizations to participate in the development of this Agreement:

American West Heritage Center, Brigham City Museum, Church History Library of the Church of Jesus Christ of Latter-Day Saints, Colorado Plateau Archaeological Alliance, Daughters of Utah Pioneers, Grafton Heritage Partnership Project, Hurricane Valley Heritage Park, Hyrum City Museum, Milford Archaeological Research Institute, National Society of the Sons of Utah Pioneers, National Trust for Historic Preservation, Nine Mile Canyon Coalition, Old Spanish Trail Association, Oregon-California Trails Association- Utah Crossroads, Southern Utah Wilderness Alliance, Tread Lightly, Utah Heritage Foundation, Utah Professional Archaeological Council, Utah Rock Art Research Association, Utah Statewide Archaeological Society, and the Western Mining and Railroad Museum; and

Reclamation invited the following water organizations to participate in the development of this Agreement: 2 Bird Investments LLC, 4800 West Water Users Association, Abraham Irrigation Company, Adobe Slough and Patterson Dam, Allred Ditch Company, Alpine Irrigation Company, Anderson Bowman Ditch, Anderson-Felt Ditch Company, Angle Irrigation Company, Annabella Irrigation Canal Company, Antimony Bench Irrigation Company, Antimony Creek (Coyote & East Fork) Irrigation Company, Ashley Central Irrigation Company, Aurora Irrigation Company, Austin Community Special Service District, Avery Irrigation Company, Bagnell Ditch Company, Ballard Reese Pump Company, Balzly Farms, Bar K Development, Barton Ditch Association, Barton Lefevre Tebbs Canal Company, Bauer Irrigation Corporation, BCR Enterprises Ltd, Bear River Canal Company, Bear River Pumping Company, Bear Lake Special Service District (Culinary), Bear River Canal Company (Rich County), Bear Creek Irrigation Company, Inc., Beaver and Shingle Creek Irrigation Company, Beaver Creek Irrigation & Reservoir Company, Beaver City, Beckwith Quinn-West Side Canal, Bedke K-Savy Ranch Inc., Bench Irrigation Company, Benson Bear Lake Irrigation Company, Benson Irrigation Company, Bertelsen Irrigation Company, Big Hollow Irrigation Company, Big Willow Irrigation Company, Big Cottonwood Pine Tree Water Company Inc., Blaine Evans Holding LLC, Blair/Smout 4 Mile Irrigation Company, Blanding Irrigation Company, Blue Mountain Irrigation Company, BNH Properties LLC, Booth Canal, Bothwell Cemetery and Water Corporation, Boulder Irrigation and Water Development Company, Boulder Farmstead Water Company, Boulderville Ditch Company, Bountiful Water Subconservancy District, Box Elder Creek Water Users Association, Boyer Ditch Company, Bradford Acres Water Association, Brady Ditch Irrigation Company, Bridgerland Water Company Inc. (Culinary), Brig Telford Pump, Brigham Big Field & Drainage Company, Brigham City North Field Water Company, Brighton & North Point Irrigation Company, Brooklyn Canal Company, Brookshire Irrigation Company, Brown-Williams Ditch Company, Browns Meadow Irrigation Association, Bryner-Hansen Ditch Company, Bryner-Ploutz Ditch Company, Bullion Creek Irrigation Company, Bureau of Reclamation, Burrville Irrigation Company, Cache Highline Water Association, Caineville Canal Company, Callao Irrigation Company, Cannonville Irrigation Company, Carbon Water Conservancy District, Carbon Canal Company, Carmen-Richins Farms, Castle Valley Irrigation Company, Cedar Valley Water Company LLC, Cedar Ridge Irrigation Company, Cedar Creek Irrigation Company, Cedar Fort Irrigation Company, Cedar Creek Tunnel Irrigation Company, Center Creek Irrigation Company, Center Point LLC, Central Enterprise Water Association, Central Canal & Irrigation Company, Central Irrigation Company, Central Utah Water Company 67, 68, Chad and Tiffany Beus, Chalk Creek Narrows, Chalk Creek Irrigation Company, Chalk Creek Water Distributors, Chalk Creek Hoytsville Water Users Corporation, Chambers Spring Irrigation Company, Charles Story Ditch, Charleston Irrigation Company, Chester Irrigation Company, Circleville Drought Relief Pump Well, Circleville Irrigation Company, City Creek Reservoir & Irrigation Company, Clark Water Company, Clarkston Irrigation Company, Clayton Spring Irrigation Company, Clear Creek Irrigation Canal Company, Clear Creek Ditch Company, Clover Flat Irrigation Company, Coal Creek Irrigation Company, Cobbley Ditch Company, Coffman Springs Irrigation Company, Cold Springs Dam & Irrigation Company, Cold Water Irrigation Company No. 2, College Irrigation Company, Cool Springs Mutual Water Company, Cottonwood Water Pipeline Company Inc., Cottonwood Water & Reservoir Company, Cottonwood Irrigation Company, Cottonwood Mutual Water Company, Cottonwood Creek Consolidated Irrigation Company, Cottonwood Gooseberry Irrigation Company, Cove River Irrigation Canal Company, Cove Water System Company, Coville Irrigation Company,

Coyote & East Fork Irrigation Company, Creechley Mickesell Ditch, Crockett Avenue Irrigation and Distribution System, Inc., Croydon Irrigation Company, Cub River Irrigation Company, Curlew Irrigation Company, Current Creek Irrigation Company, D & K Fowler Enterprises LLC, D & L Swenson Farm LLC, Daniel Irrigation Company, Daniels, Winters & Michael Ditch Company, Dave Moore Ditch Company, Davis and Weber Counties Canal Company, Death Creek Irrigation Company, Deep Canyon Irrigation Company, Dennis and Nadine Johnson, Deseret Lane & Livestock, Despain Ditch (North Despain Ditch & Extension), Diamond Valley Acres Water Company, Dinsdale Irrigation Company, DKJN LTD, Dover Irrigation Company, Downs Ditch Water Company Inc., Draper Irrigation Company, Dry Gulch Irrigation Company, Dump Road Canal Company, Dunn Canal Company, Dykins Canal, East Porterville Canal Company, East Richville Ditch Company, East Panguitch Irrigation Company, East Warm Creek Irrigation and Canal Company, East Fielding Pumping & Distributing Company, East Extension Irrigation Company, East Branch Canal - Cub River Irrigation Company, East Bench Canal Company, East Wanship Irrigation Company (Mutual Association), East Milburn Irrigation Company, East Santaquin Irrigation Company, East Bench Irrigation Company, East Jordan Irrigation Company, East Side Canal Company, East River Bottom Water Company, East Side Irrigation Company, Edan Investment LC, Eden Irrigation Company, Eden Waterworks Company, Elberta Water Company, Elsinore Canal Company, Elsinore Bench Irrigation Company, Emmertson Irrigation Company, Enberg Canal, Enterprise and Stoddard Irrigation Company, Enterprise Reservoir and Canal Company, Extension Middle Chalk Creek Irrigation Company, Fairfield Irrigation Company (Culinary Shares), Fairview Birch Creek Irrigation Company, Farm Creek Irrigation Company, Farnsworth Canal & Reservoir Company, Ferron Canal & Reservoir Company, Fielding Ditch Company, Fillmore Water Users Association, Inc., First South Hyde Park Water Pipeline Company, Fish Lake Reservoir Company, Flat Canyon Irrigation Company, Francis Water Works Company, Freedom Irrigation & Water Works Company, Freeway Irrigation Company, Fremont Irrigation Company, Furnace Ditch, G.W.R.H. Irrigation Company, Gardners Canyon Irrigation, Garr Spring Water Company, Gay Ditch Company, Glen and Patricia Baadsgaard, Glendale Irrigation Company, Glenwood Irrigation Company, Glenwood Ditch Company, Gooseberry Creek Irrigation Company, Gorgoza Mutual Water Company, Gosalind Spring Water Works Company, Goshen Irrigation and Canal Company, Grand Water & Sewer Service Agency, Grantsville Irrigation Company, Graveyard Ditch Irrigation Company, Greater Mendon Irrigation Company, Green Ditch Water Company, Green River Canal Company, Greenbelt Irrigation Company, Greendale Water Company, Greenwich Creek Water Users Association, Greenwich Water Works Company, Greenwood Irrigation Company, Grover Irrigation Company, Gunlock Irrigation Company, Gunnison City Canal 65, Gunnison Irrigation Company, Gunnison Fayette Canal, H. W. M. J. Ballard Pump Company, H.L.J. Ditch Company Mutual Association, Hall & Grafton Irrigation Company, Hanksville Canal Company, Hanksville Culinary Waterworks Company, Inc., Harper Irrigation Company, Harris Willis Irrigation Company, Harvest Irrigation Company, Hatch Farmstead Water Company, Heiner Morris Ditch Mutual Association, Heiner Pump, Henefer Irrigation Company 1, Henrieville Irrigation Company, Hidden Valley Irrigation Company, High Creek Culinary Water System, Inc., Highland Ditch Company, Highlands Water Company Inc., Hillcrest Water Users Corporation, Hilliard East Fork Canal Company, Hillsdale Ditch, Hobson & Bullock Ditch Company, Hodges Irrigation Company, The Corporation, Holden Irrigation Company, Holladay City, Holliday Water Company, Hollow Water Irrigation Company, Holmes Creek Irrigation Company, Holmes-Ferrin Irrigation Company, Hooper Irrigation Company,

Hopkins Slough Irrigation, Hoyt Ditch Company, Huntington Estates Water Company, Huntington Cleveland Irrigation Company, Huntsville Irrigation Company, Hurricane Canal Company, Hy-Branch Water Company (Culinary), Hyde Park Irrigation Company, Hyland Lake Irrigation Company, Inc., Hyrum Blacksmith Fork Irrigation Company, Hyrum Irrigation Company, Interstate Irrigation and Reservoir Company, Intrepid Potash - Wendover, LLC, Island Ditch Company 1, J.B. Ranch, JBW Investment Company LLC, Joes Valley Culinary Water Company, Johnson Park Pipeline Company, Johnson Park Water Company, Joseph Toone Estate, Joseph Irrigation Canal Company, Joseph and Cove Highline Canal Company, Juab Lake Irrigation Company, Junction Middle Ditch Irrigation Company, Junction Irrigation Company, K & J Christensen Properties, Kaab LLC, Kanarra Field Reservoir and Irrigation Company, Kennecott Utah Copper Corporation, King Irrigation Company, King Meadow Ranches, Kirkbride Spring Irrigation, Koosharem Irrigation Company, La Sal Irrigation Company, Lake Shore Irrigation Company, Lake Fork Irrigation Company, Lake Fork Western Irrigation Company, Lakeside Irrigation Company, Laketown Irrigation Company, Lakeview Water Corporation, Larsen Family Farms, Last Chance Bench Water Users Association, Leamington Irrigation Company, Lefevre Barton and Tebbs Canal Company, Lehi Irrigation Company, Leisure Acres Water Company, Levan Irrigation Company, Line Creek Irrigation Company, Linealsam Water Company, Inc., Lion's Head Water Company, Little Mountain Irrigation Company, Little Farm Creek Irrigation Company, Little Cottonwood Brown Ditch Company, Little Creek Reservoir Company, Little Creek Field & Canal Company, Little Cottonwood Tanner Ditch Company, Littleton and Milton Irrigation Company, Loa Water Works Company (Reincorp), Loafer Water Users Association, Logan North Field Irrigation Company, Logan Hollow Irrigation Company, Logan Cow Pasture Water Company, Logan Island Irrigation Company, Logan Northwest Field Irrigation Company, Logan 1220 North Irrigation Company, Logan River and Blacksmith Fork Irrigation Company, Loss Creek Irrigation Company, Lost Creek Irrigation Company, Lower Meadowville Canal, Lower Millcreek Irrigation Company, Lynndyl Irrigation Company, Lynne Irrigation Company, M & M Irrigation Company, Mabey Family Farm and Ranch LLC, Madsen Olsen Ditch Mutual Association, Main Creek Irrigation Company, Mammoth Canal & Irrigation Company, Manderfield Irrigation & Reservoir Company, Manti Willow Creek Irrigation Company, Maple Lake Farms, Mapleton Irrigation Company, Marble Creek Irrigation Company, Marion Lower Ditch Company, Marriott Irrigation Company, Matson Spring Irrigation Company, Mayfield Irrigation Company, Mayflower Water Distribution Company, McArthur Frandsen Ditch Company, McEwen Canal Company, McMinn Canal, Meacham-Nelson-Madsen Ditch Company, Meadow Irrigation Company of Fairview, Medallion Cove Water Users Association, Mendon Second North Pressurized Irrigation System, Inc., Mendon North Irrigation Ditch, Mendon South Canal Company, Mendon Central Pipeline Company, Mendon Central Irrigation Company, Meridian Irrigation & Reservoir Company, Meridian Ditch Company, Michael and Nedra Swenson, Middle Chalk Creek Irrigation Company, Midway Irrigation Company, Mill Pond Irrigation Company, Mill Canal Water Company, Millard County Water Conservancy District, Millville Irrigation Company, Miner-Turpin Ditch, Mitchell Hollow Irrigation Company, Mitchell Springs Irrigation Company, Moab Irrigation Company, Monarch Canal & Reservoir Company, Monroe Creek Water Company, Monroe South Bend Canal Company, Monroe Irrigation Canal Company, Montage Park Water Company, Inc., Monte Verde Water Association, Monte Vista Community & Water Company, Moon Lake Water Users, Moon Lake Water Users Association, Moore Ditch Company, Morning Glory Irrigation Association, Moroni Irrigation Company, Mosby Irrigation Company, Mound

Fort Irrigation Company 6, Mound Fort Irrigation Company 2, Mound Fort Irrigation Company 1, Mount Air Water Corporation, Mountain View Estates 10 - 13 Water Users Association, Mountain Green Subdivision Water Association, Mountain View Estates Irrigation Company, Inc., Mountain Home Irrigation Company, Mountain Canal Irrigation Association, Mountain View Estates 1-8 Water Company, Mower Ditch Company of Fairview, Mt Loafer Irrigation Company, Mt Carmel Irrigation Company, Mt. View Special Service District, Muddy Creek Irrigation Company, Munk & Jorgenson Pump, Murray Irrigation Company, NAF Irrigation Company, Nephi South Water Conservancy Company, Nephi Irrigation Company, New Logan Hollow Canal Corporation, New Harmony Reservoir Irrigation Company, New Field & North Bench Irrigation Company, New Escalante Irrigation Company, New Fayette Irrigation Company, Newman Ditch Company, Newton Water Users Association, Nibley Blacksmith Fork Irrigation Company, Nordic Mountain Water Company, North Slaterville Irrigation Company, North Dry Creek Irrigation Company, North & Middle Canyon Irrigation & Livestock Company, North Jordan Irrigation Company, North Round Valley Canal Company, North Point Fur & Reclamation, North Bench Canal Company Mutual Association, North Hyde Park Irrigation Company, North Park Irrigation Company, North Joseph Water Works Company, North String Irrigation Company, North Ogden Irrigation Company, North Morgan Extension Ditch Company Mutual Association, North Ditch Irrigation Company, North Logan Hyde Park Smithfield Irrigation Company, North Creek Irrigation Company, North Field Irrigation Company, North Morgan Irrigation Company, North Elwood Ditch Company Inc., North Canyon Irrigation Company of Mona, North Narrows Irrigation Company, Northfield Irrigation Company, Northwest Irrigation Company, Northwest Field Irrigation Company, O'Berto Ditch, OA Farms Inc., Oak Creek Irrigation Company, Ogden River Water Users Association, Old Fort and Old Field Reservoir Irrigation Company, Orderville Irrigation Company, Otter Creek Reservoir Company, Ouray Park Irrigation Company, Pacificorp, Pahvant Development Company, Paradise Irrigation & Reservoir Company, Parowan West Fields Irrigation, Inc., Payson Fruit Growers, Pentz & Smith Ditch Company Mutual Association, Peoa South Bench Canal & Irrigation Company, Perry Irrigation Company, Perry Ditch Company, Peterson Creek Ditch, Pine Mountains Mutual Water Company, Pine Canyon Ditch Company Inc., Pine Valley Mountain Farms Water Company, Pine Plateau Water System, Pine Creek Ranch Inc., Pine Creek Irrigation, Pinto Irrigation Company, Pioneer Water Company No. 2, Pioneer Ditch Company Number 1, Pioneer Irrigation Canal Company, Pioneer Land & Irrigation Company, Pioneer Irrigation, Pioneer Canal Company, Piute Reservoir & Irrigation Company, Plain City Irrigation Company, Porcupine Highline Canal Company, Preese-Poulsen-Baird Ditch, Price River Water Users Association, Price River Water Improvement District (Municipal Water), Price Water Company, Price-Wellington Control Board, Prior Land LLC, Providence Logan Irrigation Company, Providence Pioneer Irrigation Company, Providence Blacksmith Fork Irrigation Company, Provo Bench Canal and Irrigation Company, Provo Reservoir Water Users, Pulsipher South Fork River Ditch, Putnam Ranch, Randolph Irrigation Company, Randolph & Woodruff Extension Canal, Randolph & Woodruff Canal Company, Randolph & Sage Creek Canal Company, Redmond Irrigation Company, RFM Real Estate, Rice & Jim Canyon Irrigation Company, Richard Ditch Irrigation Company, Richards Irrigation Company, Richardson & Cowan Ditch Company, Richfield Irrigation Canal Company, Richfield City Springs, Richmond Irrigation Company, Richville Irrigation and Canal Company, Richville Pipeline Company, River Irrigation Company, Riverdale Bench Canal Company, Riverside Country Club, Road Creek Water Users Association, Robinson Brothers Ditch Company, Rock Dam Irrigation

Company, Rockville Town Ditch Company, Rocky Ford Canal Company Inc., Rocky Point Irrigation Company, Rocky Ford Irrigation Company, Rodeback Irrigation Company, Rosebud Irrigation Company, Rudy Reclamation Club, Sage Bottom Ditch Company, Salem Pond Company, Salem Freeway Properties, Salina Creek Irrigation Company, Salt Lake City Public Utilities, Samaria Lake Irrigation Company, San Juan Water Conservancy District, Sandy Irrigation Company, Scipio Irrigation Company, Scofield Reservoir Campsite Inc. (Culinary), Second South Bench Reservoir and Irrigation Company, Second Northwest Canal & Irrigation Company, Settlement Ditch Mutual Association, Seventh Ward Irrigation Company, Sevier Valley Canal Company, Sheep Ditch Irrigation Company/Devils Pass Irrigation Company, Sheep Creek Irrigation Company, Sill Adams Ditch Company Inc., Silver Creek Reservoir Company, Skoots Water Users Association, Skyline Irrigation Company, Smart Lyle J Family Limited Partnership, Smith Creek Irrigation Company Mutual Association, Smith Ditch Company, Smith and Morehouse Reservoir Company, Smithfield North Bench Ditch Company, Smithfield West Bench Irrigation Company, Smithfield Irrigation Company, Soldier Canyon Water Company, South Boulderville Ditch Company, South Line Creek Ditch, South Round Valley Canal Company, South and West Field Irrigation Company, South Weber Irrigation Company, South Slaterville Irrigation Company, South Kamas Irrigation Company, South Willard Water Company Inc., South Cache Water Users Association, South Jordan Canal Company, South New Harmony Canal Company, South Morgan Water Ditch Company, Southcreek Primary A Water Users, Southwest Field Irrigation Company, Spring Creek Cache Irrigation Company, Spring Haven Farms LLC, Spring Glen Canal Company, Spring Hill Irrigation Company, Spring Glen Water Company, Spring Creek Water Company, Spring Creek Irrigation Company (Utah County), Spring Creek Water Users Inc., Spring Mountain Mutual Water Company Inc., Springville Livestock Association, Springville Irrigation Company, St. George Valley Irrigation Company, St. John Irrigation Company, Starlite Water Company, Stowell Mutual Water & Canal Company, Strawberry High Line Canal Company, Strawberry Water Users Association, Sumison Farms LLC, Summit Water Distribution Company, Summit Irrigation Stock Company, Swan Canal Company, Swiss Alpine Water Company, T.N. Dodd Irrigation Company, Tabby Irrigation Company, Temple Canal Company, Thatcher Irrigation Company, Three Mile Creek Irrigation & Water Company, Timpanogas Canal Company, Timpanogos Irrigation Company, Torrey Irrigation Company, Inc., Tropic & East Fork Irrigation Company, Twin Creek Irrigation Company, Uinta Drive Water Users Association, Uintah Water Conservancy District, Uintah Central Canal Company, Uintah Mountain Stream Irrigation Company, Uintah Basin Irrigation Company, Uintah River Irrigation Company, Ukon Water Company (Culinary & Irrigation), Union Field Irrigation Company, Upper Clover Irrigation Company, Upper Canal Irrigation Company, Upper Ellison Ditch, Upper Chalk Creek Irrigation Company, Utah and Salt Lake Canal Company, Venice Pumping Company, Vermillion Extension Canal & Irrigation Company, Vernon Irrigation Company, Veyo Irrigation Company, Vincent Family Ranch, Virgin Canal Company, Virgin Irrigation Company, Walker Ditch Company, Wallace Groves Water Association, Wallsburg Irrigation Company, Walter- and Ruth Stewart, Wanship Irrigation Company 2, Wanship Cottage Water Company, Warm Springs Irrigation and Power Company, Warren Irrigation Company, Wasatch Resort Water Company, Wash Creek Irrigation Company, Washington Irrigation Company, Webb Well Water Users, Weber Basin Water Conservancy District, Weber Canal Company, Welby Jacob Water Users Company, Welch Field Ditch Irrigation Company, Wellington Canal Company, Wells Irrigation Canal Company, Wellsville North Field Irrigation Company, Wellsville City Irrigation Company, Wellsville East Field

Irrigation and Canal Company, Wellsville-Mendon Conservancy District (Canal), West Cache Irrigation Company, West Canyon, West Porterville Pipe Line Company, West Enterprise Water Association, West Point Irrigation Company, West Porterville Irrigation Company, West Porterville Canal Company, West Side Irrigation Company, West Corinne Water Company, West Panguitch Irrigation and Reservoir Company, Western Irrigation Company, Westfield Canal & Irrigation Company, Westview Irrigation Company, Whispering Pines Water Company, White Ditch Irrigation Company, Wilburg, Olsen, Swayse, and Pressup, Willow Ditch Company, Willow Bend Irrigation Company, Willow Creek Irrigation Company, Wilson Irrigation Company, Wolf Creek Sewer and Water Improvements District, Wolf Creek Irrigation Company, Wood Springs Irrigation Company, Wooden Shoe Ditch Company, Woodland Hills Mutual Water Company, Woodruff Narrows Reservoir Company, Woodruff Irrigating Company, Woods Creek Ditch & Reservoir Company, Wooley Ditch, Yellow Pine Water Company, and the Zeeman Poultry Ranch Inc.

Appendix C

Tribal Governments Contacted for this Programmatic Agreement

Reclamation invited the following Tribal governments to participate in the development of this Agreement: Confederated Tribes of the Goshute Reservation, Nevada and Utah, Eastern Shoshone Tribe of the Wind River Reservation, Wyoming, Hopi Tribe of Arizona, Kaibab Band of Paiute Indians of the Kaibab Indian Reservation, Arizona, Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Nevada, Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Nevada, Navajo Nation, Arizona, New Mexico and Utah, Northwestern Band of Shoshoni Nation, Paiute Indian Tribe of Utah, Shoshone-Bannock Tribes of the Fort Hall Reservation, Skull Valley Band of Goshute Indians of Utah, Ute Indian Tribe of the Uintah and Ouray Reservation, Utah, Ute Mountain Ute Tribe, and the Zuni Tribe of the Zuni Reservation, New Mexico.