8.1.3 Upon approval by the Utah State Engineer of the instream flow water right described in Subsection 8.1.2, WCWCD or any successor operator of the Santa Clara Project, shall release sufficient water from Gunlock Reservoir that when added to any spills and/or seepage flows will provide 3.0 cfs on a continual basis in the Santa Clara River immediately downstream of Gunlock Reservoir for instream flow requirements to further the conservation strategies for the benefit of the Virgin Spinedace that are set forth in the "Conservation Agreement and Strategy" which is attached as **Exhibit E** and incorporated herein by reference. WCWCD, or any successor operator of the Project, shall measure the 3.0 cfs and maintain the flow measurements as public records.

8.1.4 The Utah Division of Wildlife Resources, Lower Gunlock, and WCWCD shall enter into an agreement to amend the agreement, dated June 10, 1981, to assign 1,086 acre-feet of the Conservation Pool in Gunlock Reservoir to WCWCD. Such storage shall be used to provide water for the Santa Clara Project instream flow requirement and other Santa Clara Project purposes. The amended agreement required by this Subsection 8.1.4 is attached as **Exhibit F** and incorporated herein by reference.

8.2 Santa Clara Project Water shall be delivered to St. George Clara, New Santa Clara, Ivins Irrigation and the Shivwits Band in a Santa Clara Water Delivery Year based on the annual acre foot allocation and maximum diversion rate in cfs for each of these four Parties as specified in Subsections 8.3 and 8.4 of this Agreement. The point of delivery of the Santa Clara Project water for each of these parties shall be as specified in Subsections 8.2.1 through 8.2.4. These points of delivery may be modified by agreement of the Parties and the operator of the Santa Clara Project, and in accordance with applicable law. A temporary application submitted to the State Engineer of Utah for approval shall not require approval of any other Party to this Agreement as long as WCWCD, or any successor operator of the Project, determines that the temporary application does not adversely affect the operations of the Santa Clara Project.

8.2.1 The St. George Clara water shall be measured and delivered at the Ivins Reservoir outlet.