D. As required by Paragraph 8.1 of the Santa Clara Project Agreement, and in order to implement that Agreement, it is necessary for the parties to reallocate a portion of the Division's fish conservation pool in Gunlock Reservoir in order to help provide instream flows for the Virgin River Spinedace below Gunlock Reservoir in the Santa Clara River.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the parties mutually agree as follows:

1. The Division hereby relinquishes its contractual right to the first 1,086 acre-feet of water in its existing fish conservation pool in Gunlock Reservoir which was heretofore granted in Exhibit A. The Division shall retain the right to all remaining portions of the fish conservation pool and the sediment pool in Gunlock Reservoir, to be used for sport fishery purposes as provided in Exhibit A.

2. The contractual right to the use of 1,086 acre-feet of water in the fish conservation pool relinquished by the Division shall be assigned by the Corporation to the District and may be used by the District for any project purpose under the Santa Clara Project Agreement, including but not limited to providing instream flows below Gunlock Reservoir.

3. To fully compensate the Division for its relinquishment of 1,086 acre-feet from the fish conservation pool in Gunlock Reservoir, the District shall provide the Division with a perpetual sport fishery conservation pool of 1,086 acre-feet in Sand Hollow Reservoir.

4. Under no circumstances shall the release of water from Gunlock Reservoir for any Santa Clara Project uses, or otherwise, diminish the Division's remaining conservation pool rights in the Reservoir, except as may be provided in Exhibit A.

5. Any and all water released from or bypassed through Gunlock Reservoir for instream flow purposes for the Virgin River Spinedace shall be used by the Division pursuant to the Santa Clara