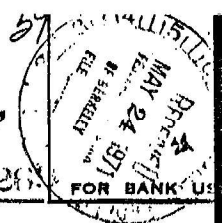


IRRIGATION SYSTEM OPERATING AGREEMENT

130627

Loan 20126



THIS AGREEMENT, made this 15 day of May, 1971, between all the users of that certain irrigation system situate in the County of Juab, State of Utah, and more particularly described in paragraph 9 of this agreement,

W I T N E S S E T H :

That to more specifically determine the rights of the parties hereto, it is mutually agreed as follows:

(1) This agreement shall not become effective until signed and acknowledged by all the owners of said irrigation system, but when so signed and acknowledged shall become effective as of the date hereinabove specified.

(2) Said system is owned in common by the parties hereto in the proportionate interests specified on the respective signature pages hereto attached, and said parties are entitled to have delivered from and through said system to the lands described on the respective signature pages, for domestic, livestock, irrigation or other lawful uses thereon, such proportionate quantities of water now or hereafter developed by said system as the interest of each party bears to the total of the interests of all the parties hereto.

(3) Said system shall not be or become a public utility, and except as hereinafter provided in paragraph 5, shall be operated only for the delivery of water for the uses above specified on the lands of the parties hereto; the respective interests and rights in said system are hereby made appurtenant to the hereinafter described lands of the parties hereto, and shall not be separated therefrom, in whole or in part, without the consent in writing of the owner of the land affected, and the holder or holders of any liens or encumbrances thereon, except tax liens. When a part only of the tract of land described on any signature page hereto is transferred, such part of the rights and obligations herein specified shall pass with such transfer as the number of acres transferred bears to the total acres in the whole tract, unless the instrument of conveyance otherwise specifies. The part of the tract so transferred shall, however, be subject to liens and encumbrances now existing or hereafter existing at the date of such transfer.

(4) Each party hereby agrees to pay such proportionate part of the cost of constructing, altering, improving, repairing, maintaining, operating and supervising said system as his interest in the system bears to the total interests; provided, however, that any party may elect not to take his proportionate quantity of water for any period, in which event that party's proportionate quantity shall be distributed to the remaining parties in the proportion that their respective interests in the system bear to the total interests of the parties taking water, and the actual costs of operating the system during that period shall be prorated in like manner among such remaining parties, unless the party electing not to take his proportionate quantity shall assign his right to another party, in which event the party to which the right is assigned shall pay the proportionate part of the actual costs of operating the system during that period of the party making the assignment. Payments shall be made monthly for each month's expense on or before the 10th day of the next succeeding month, unless a different date of payment is agreed upon by the parties owning the majority interest. Payments shall be made to the manager of the system. No party shall be entitled to delivery of water when delinquent in such payments, and any party hereto may pay the amount due from any other party delinquent in such payment, and the party for whom such payment is made hereby agrees to repay on demand the amount thereof to the party making such payment, together with interest at six per cent per annum from the date of such payment; provided, however, that if the holder of any lien on the land of any party shall have filed with the manager appointed under this agreement a written request for notice of delinquencies of such landowner, delivery of water shall not be

withheld because of delinquencies of such landowner, nor shall any action be commenced by any party paying the delinquent amount due from such landowner, until fifteen days after written notice of the amount of such delinquency and the period covered thereby is mailed to such lienholder.

(5) Water may be delivered for use upon lands owned by persons who are not parties to this agreement only upon the following conditions:

(a) When water is available from the system in excess of the reasonable needs of the parties to the agreement, or when needed by such persons not parties hereto during an emergency shortage, or when such person is a neighboring landowner to whom no other water supply for irrigation or domestic purposes is equally available; and

(b) When such delivery is made pursuant to a written contract consented to in writing by all parties hereto, and limiting such delivery to one irrigation season at rates specified in said contract.

(6) Each party hereby grants and confirms to each other party hereto such rights of way across any of the lands hereinafter described as may be necessary to enable each party to convey to his respective lands his proportionate share of water from said system, or any system that may be constructed to replace the present system, together with the right of ingress and egress for the purpose of operating and maintaining the pipeline, ditch or other conduit now or hereafter installed. The costs of installing, operating and maintaining conduits and rights of way used solely for the delivery of water to the lands of only one party shall be paid solely by such party. Like costs for conduits and rights of way used for the delivery of water to the lands of two or more parties shall be paid by said parties in the proportion that the acreage so irrigated bears to the total acreage irrigated through said conduits. Conduits crossing lands not irrigated from such conduits shall be maintained and kept in repair entirely by the owners of the lands served by such conduits. Such payments shall be made and may be enforced in the manner provided in paragraph 4.

(7) A manager of the system shall be elected annually by vote of the parties owning the majority interest, and shall serve in such capacity for a period of one year, or until his successor is elected. A meeting for the election of the first manager shall be held within thirty days after the effective date of this agreement, and the term of the manager first elected shall begin as of the date of this agreement. Regular annual meetings for the election of a manager shall be held beginning one year from the effective date of this agreement, and the manager so elected shall hold office for the year commencing on such date. It shall be the duty of the manager to keep all minutes, books, accounts, papers, and records in connection with the system, to supervise the operation, maintenance, repair and improvement of the system, and to apportion the costs thereof and to notify the parties in writing of the charges payable by them respectively, and to regulate the distribution of water among the various users. The manager shall receive such reasonable compensation as shall be agreed upon by the parties owning the majority interest. The parties agree that when deemed necessary for the economical use of the water, rotation of use may be required by the manager. A manager may be removed from office prior to the expiration of his term and a successor elected for the unexpired portion by vote of the parties owning the majority interest. In the event there are not more than two parties to this agreement, the provisions of this paragraph shall not be operative.

(8) All questions arising in connection with the use of the system which are not herein provided for, shall be decided by vote of the parties owning the majority interest. A meeting of the parties may be called at any time by written notice signed by the manager, or by at least two parties, and delivered personally to each party or mailed to each party at least twenty-four hours before the time of the meeting, unless all the parties are present and agree to a meeting without notice. At each meeting, parties owning the majority interest shall constitute a quorum, and at each meeting the manager shall preside.

(9) In addition to the conduits and rights of way hereinabove mentioned, said irrigation system consists of the following:

- (a) Type of pumping plant or diversion works: 16 inch diameter well casing; minimum depth of well, 200 feet; maximum depth of well, 300 feet. "v" type lined channel 1832 feet long.
- (b) Source of water supply: Unappropriated underground water of the State of Utah.
- (c) Type of water right (riparian, appropriative, or underground): Underground.
- (d) Said pumping plant or diversion works is situate upon that certain parcel of land situate in the County of Juab, State of Utah, containing _____ acres, and more particularly described as follows:

*6.6N.
S.W.
P.W.N
E.H.N.*

~~a 20 foot square exactly surrounding the point of diversion which is 99 feet North and 33 feet West of the Southeast corner of the Southwest quarter of Section 17, Township 11 South, Range 1 East, Salt Lake Meridian.~~

*Dy
E. J.
A. B. J.
30.*

and 100 feet West Beginning at a point 350 feet North of the Southeast corner of the Southwest Quarter of Section 17, Township 11 South, Range 1 East, Salt Lake Meridian, thence North 20 feet, thence West 20 feet, thence South 20 feet, thence East 20 feet to the point of beginning.

(10) Said system described in paragraph 9 may be replaced in whole or in part, or moved in whole or in part to any other location on any of the lands of any of the parties hereto with the written consent of the parties owning the majority interest and of the owner of the land to which the same is moved. No such replacement or change in location shall change the rights and liabilities of the parties hereto, which shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors in interest or assigns of the parties hereto.

IN WITNESS WHEREOF, the owners of interest in said system have hereunto signed their names and specified their interests as follows:

PARTY NO. 1 ALGER E. SUTHERLAND and ZELLA A. SUTHERLAND, husband and wife, Joint Tenants.

(a) Proportionate interest: 33 1/3 per cent.

(b) Land for which water shall be delivered is that certain parcel or parcels of land situate in the County of Juab, State of Utah, consisting of 78.5 acres, and more particularly described as follows:

Com. 27 Rds. N. of the SE. Corner of the S.E. 1/4 of Sec. 18, T. 11 S., R. 1 E., S.L.M., Th. W. 80 Rds. N. 26 Rds., E. 80 Rds., S. 26 Rds., to Beg. Cont. 13 Acres.

Com. At the SE. Corner of the SE. 1/4 of Sec. 18, T. 11 S., R. 1 E., S.L.M., Th. N. 27 Rds., W. 80 Rds., S. 27 Rds., E. 80 Rds., to Beg. Cont. 13-1/2 Ac.

Com. 1 Rd. N. of SE. Corner of SW. 1/4 of Sec. 17, T. 11 S., R. 1 E., S.L.M., Th. W. 160 Rds., N. 26 Rds., E. 160 Rds., S. 26 Rds., to Beg. Cont. 26 Ac.

Com. 27 Rds. N. of SE. Corner of SW. 1/4 of Sec. 17, T. 11 S., R. 1 E., S.L.M., Th. W. 160 Rds., N. 26 Rds., E. 160 Rds., S. 26 Rds., to Beg. Cont. 26 Ac.

Date 15 May 1971

Alger E. Sutherland
Alger E. Sutherland (owner)

Zella A. Sutherland
Zella A. Sutherland (owner)

STATE OF UTAH }
County of Juab } ss.

On this 15 day of May, in the year 1971, before me, Milton T. Harmon, a notary public in and for said County and State, personally appeared Alger E. Sutherland & Zella A. Sutherland, husband & known to me to be the persons whose names are subscribed to the within wife instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

My commission expires: 2-10-75

Milton T. Harmon

Notary Public in and for said County and State.

Residence: Nephi, Utah 84648



PARTY NO. 2 DON G. YATES and ELIZABETH S. YATES, husband and wife, Joint tenants

- (a) Proportionate interest: 33 1/3 per cent.
- (b) Land for which water shall be delivered is that certain parcel or parcels of land situate in the County of Juab, State of Utah, consisting of 102.85 Acres, and more particularly described as follows:

As Described on Schedule "A" attached hereto.

Date 15 May, 1971

Don G. Yates
Don G. Yates ~~(XXXXXXXX)~~

Elizabeth S. Yates
Elizabeth S. Yates ~~(XXXXXXXX)~~

STATE OF UTAH)
County of Juab) ss.

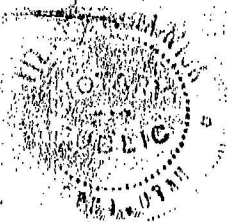
On this 15 day of May, in the year 1971, before me, Milton T. Harmon, a notary public in and for said County and State, personally appeared Don G. Yates, & Elizabeth S. Yates, husband and wife known to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

My commission expires: 2-10-75

Milton T. Harmon
Notary Public in and for said County and State.

Residence: Nephi, Utah 84648



ENTRY NO. <u>130627</u>
RECORDED <u>July 20 1971</u> AT <u>12:00 PM</u> BOOK <u>232</u> PAGE <u>59</u>
REQUEST OF <u>R. J. Sperry</u>
FEE PAID <u>19.00</u> LUCILLE G. CARTER, Juab County Recorder
By <u>Lucille G. Carter</u> Deputy

SCHEDULE "A"

130627

64
 Beg. 10 Rds., S. of NE. Corner of SE. 1/4 of NE. 1/4 of Sec. 19, T. 11 S., R. 1 E., S.L.M., Th. S. 22 Rds., 10-3/4 Ft., Th. W. 18 Rds., M. or L., to Railroad Th. N. Along Railroad 23 Rds., M. or L., to Pt. Due W. of Beg. Th. E. to Beg. Cont. 2.6 Ac.

Beg. 24 Rds., 14 Ft., N. of SE. Cor. of NE. 1/4 of Sec. 19, T. 11 S., R. 1 E., S.L.M., Th. N. 22 Rds. 8.25 Ft., Th. W. 18 Rds., M. or L., to E. Side of L.A. & S.L. RR. Track. Th. S. Along SD. RR 23 Rds., M. or L., to a pt. Due W. of Beg. Th. E. 18 Rds., M. or L. to Beg. Cont. 2.075 Acres.

Beg. At NE. Corner of Sec. 19, T. 11 S., R. 1 E., S.L.M., S. 70 Rds. W. 15 Rds., M. or L. to L.A. & S.L. RR. Track, Th. N'LY Along Said Railroad Track 70 Rds. M. or L., to N. Line of Sec. 19, Th. E. to NE. Corner of Said Section 19, the place of Beg. Cont. 4.41 Ac.

Beg. 108 Ft. W. and 50 Ft. S. of a Pt. in the Present Fence Line of the W. Bdy of State Highway Which is 1630 Ft. S. of the N. line of Sec. 20, T. 11 S., R. 1 E., S.L.M., Th. W. 287.6 Ft., Th. S. 9°28' W. 181.24 Ft. to a pt. 112 Rds., 10.75 Ft., S. of the N. Line of Sd. Sec. 20, Th. E. 316.97 Ft. to a Pt. Due S. of the Place of Beg. Th. N. 178.75 Ft. to Beg. Cont. 1.24 Acres.

Beg. 34 Rds. 14 Ft. N. of SW. Corner of NW. 1/4 of Sec. 20, T. 11 S., R. 1 E., S.L.M., N. 12-1/2 Rds., E. 147.891 Rds., S. 9°28' W. 12-1/2 Rds. M. or L., to a Pt. Due E. of Beg. W. 145 Rds. M. or L. to Beg. Cont. 11.6 Ac.

Also: Beg. 24 Rds., 14 Ft., N. of SW. Cor. of NW 1/4 of Sec. 20, T. 11 S., R. 1 E., S.L.M., Th. E. 136 Rds., Th. S. 24 Rds., 14 Ft., Th. E. 4 Rds., Th. N. 9°28' E. 34 Rds., 14 Ft. or More to a pt. 34 Rds. 14 Ft. N. of S. Bdy Line of 1/4 Sec., Th. W. 145 Rds. M. or L., to Sec. Line, Th. S. 10 Rds., to Beg. Cont. 10 Ac. M. or L., making a total of 21.6 Ac.

Beg. at NW. Corner of Sec. 20, T. 11 S., R. 1 E., S.L.M., Th. E. 80 Rds., S. 40 Rds., W. 80 Rds., N. 40 Rds., to Beg. Cont. 20 Ac. Also: N 1/2 of NE 1/4 of NW 1/4 of Sec. 20, T. 11 S., R. 1 E., S.L.M., Cont. 20 Ac. Total 40 Acres.

Beg. 100 Rds., S. of NW. Corner of Sec. 20, T. 11 S., R. 1 E., S.L.M., Th. E. 150 Rds., S. 9°28' W. 12 Rds., 10-3/4 Ft. or More to a pt. 112 Rds. 10-3/4 Ft. S. of N. Bdy of said Sec. Th. W. 147.891 Rds. M. or L. to Said Sec. Line N. 12 Rds. 10-3/4 Ft. to Beg. Also Beg. 90 Rds. S. of NW. Corner of Sec. 20, T. 11 S., R. 1 E., S.L.M., Th. E. 151-2/3 Rds., S. 9°28' W. 10 Rds., or more to a pt. 100 Rds., S. of N. Bdy Line of Said Sec., W. 150 Rds., N. 10 Rds., to Beg. Except the following. Beg. at a Pt. in the Present fence line on W. Bdy of State Highway, 1630 Ft. S. of N. Bdy of Sec. 20, T. 11 S., R. 1 E., S.L.M., Th. W. 108 Ft., S. 50 Ft., W. 287.6 Ft., S. 9°28' W. 185 Ft. M. or L. to a Pt. 112 Rds. 10.75 Ft. S. of N. Bdy of Said Sec. 20, Th. E. 555 Ft. M. or L. to Pt. 56 Ft., of Present fence line on E. Bdy of State Highway Th. N. 9°28' E. Parallel with said Highway 235 Ft. M. or L. to a Pt. Due E. of Beg. Th. W. 150 Ft. M. or L. to Pt. of Beg. Cont. 2.67 Ac. Total Ac. 19.33 Ac.

PARTY NO. 3. PAUL W. NEILSEN and EDNA A. NEILSEN, husband and wife, and CALVIN E. NEILSEN and SARAH C. NEILSEN, husband and wife, as joint Tenants.

(a) Proportionate interest; 33 1/3 per cent.

(b) Land for which water shall be delivered is that certain parcel or parcels of land situate in the County of Juab, State of Utah, consisting of 109.6 acres, and more particularly described as follows:

Beg. at a Pt. 1.33 Chs. S. from 1/4 Sec. Cor. Between Secs. 19 & 20, TWP. 11 S. R. 1 E., S.L.M., Th. E. 1.42 Chs., S. 0.693 Chs., Th. E. 34.10 Chs. to Co. Road, Th. SW'ly Along Co. Road 72 Rds., 3 Lks. M. or L., to S. Line of N. 1/2 of SW. 1/4 Th. W. 62 Rds. M. or L., to Point 48 Rds., 20 Lks S. and E. 1° S. 61 Rds., 5 Lks S. 30 Rds., 15 Lks., M. or L., to S. Line of N. 1/2 of SW. 1/4 of Said Sec., Th. N. 30 Rds., 15 Lks, Th. W. 1° N. 61 Rds. 5 Lks to Sec. Line, N. 89°00' W. 26 Rds. 7 Lks to E. Side of S.P.L.A. & S. L.R.R. R. of W., Th. S. 4° W. Along E. Side of Said R. of W. 31 Rds., 20 Lks., W. 150.2 Ft., N. 13°16' W. 321.1 Ft., N. 1° E. 809.9 Ft. Th. N. 21°41' W. 70 Ft. E. 683.5 Ft. to Beg. Cont. 62 Acres M. or L.,

Beg. at a Point 1.33 Chs., S. from 1/4 Sec. Cor. Between Secs. 19 & 20, T. 11 S., R. 1 E., S.L.M., Th. W. 683.5 Ft. N. 21°41' W. 143 Ft., W. 58.7 Ft. M. or L., Th. N. 11°26' W. 229 Ft., N. 36°9' W. 300 Ft. N. 7°50' W. 371.4 Ft., N. 491 Ft. E., 720 Ft. M. or L., to E. Side of S.P.L.A. & S.L. R.R. R. of W. S. 20° W. Along E. Side of Said R. of W. 55 Rds. 2 Lks, E. 18 Rds., to Sec. Line, Th. E. 136 Rds., S. 24 Rds., 14 Ft., E. 2 Rds., to Co. Road, th. SW'ly Along Co. Road 8 Rds., 7 Lks W. 34.10 Chs. N. 0.693 Chs., W. 1.42 Chs. to Beg. Cont. 52 Acres more or less. Less 4.4 Ac. for R.R. R. of W.

DATED; 15 May, 1971.

Paul W. Nielsen
Paul W. Nielsen

Edna A. Nielsen
Edna A. Nielsen

Calvin E. Nielsen
Calvin E. Nielsen


Sarah C. Nielsen
Sarah C. Nielsen

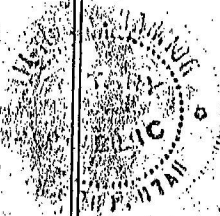
130627

66
STATE OF UTAH)
(ss.
County of Juab)

On this 19 day of May, in the year 1971, before me, Milton T. Harmon, a notary public in and for said County and State, personally appeared Paul W. Neilsen and Edna A. Neilsen, husband and wife, and Calvin E. Neilsen and Sarach C. Neilsen, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

— WITNESS my hand and official seal the day and year in this certificate first above written.


Notary Public in and for said County
and State.
Residence: Nephi, Utah 84648
Commission Expires: 2-10-75



Application to Appropriate Water POWER OF ATTORNEY TO for Irrigation Purposes STATE OF UTAH

Calvin E. Neilson
Mona, Utah
Dated Jan 2, 1900

Do not fill out this blank until you have read carefully and thoroughly understand the Regulations on the back hereof and all the notes in the body of it, as well as the Rules and Regulations in pamphlet form promulgated by the State Engineer.

For the purpose of acquiring the right to use a portion of the unappropriated water of the State of Utah, for irrigation purposes, Application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of the Laws of Utah.

Note—The information given in the following blanks should be free from explanatory matter, but when necessary a complete supplementary statement should be made on the following page under the heading "Explanatory."

- The name of the applicant is Calvin E. Neilson, Paul W. Neilson, Don Yates, & Mona, Utah
- The post-office address of the applicant is Mona, Utah Alger Sutherland
- The quantity of water to be appropriated is 5 second-feet or acre-feet
- The water is to be used each year from January 1 to April 15 to December 31 to Oct. 15 Incl.
- The drainage area to which the direct source of supply belongs is Utah Lake & Jordan River
- The direct source of supply is Underground water

which is tributary to tributary to
*Note—Where water is to be diverted from a well, a tunnel, or a drain the source should be designated as "Underground Water" in the first space and the remaining spaces should be left blank. If the source is a stream, a spring, a spring area, so indicate in the first space, giving its name, if named, and in the remaining spaces, designate the stream channels to which it is tributary, even though the water may sink, evaporate, or be diverted before reaching said channels. If water from a spring flows in a natural surface channel before being diverted, the direct source should be designated as a stream and not a spring.

- The point of diversion from ~~stream, spring, spring area, drain, well~~ (flowing or pump), tunnel, or is in Juab county, situated at a point 99 ft. 25 ft. N. W. of the S. E. corner of the S. W. 1/4 of sec. 17 T. 11 S. R. 1 E. S.L.M.

*Note—The point of diversion must be located definitely by course and distance or by giving the distance north or south, and east or west, and described with reference to some United States land corner or United States mineral monument, if within a distance of six miles of either or if at a greater distance, to some prominent and permanent natural object. (Also see note on page 4.)

No Application will be received in which the point of diversion is not described definitely. Any change made in this description after Application is received and before approved will bring down priority of Application to date when amendment is made of record in the State Engineer's office.

- The diverting and carrying works will consist of unlined canal & 16" diam. well casing
- The cross section of the diverting channel will be
- The diverting works and diverting channel will be constructed of concrete.
- The length of the diverting channel, exclusive of laterals, will be 3130 feet
- The top width of the diverting channel will be (if a ditch) 3 feet
- The bottom width of the diverting channel will be (if a ditch) 2 feet
- The depth of water in the diverting channel will be (if a ditch) 8" unknown 2/3 feet
- The width of the diverting channel will be (if a flume) feet
- The depth of water in the diverting channel will be (if a flume) feet
- The diameter of the diverting channel will be (if a pipe, including well) 6 well casing inches
- The grade of the diverting channel will be vertical under by a ditch 2.5 feet per thousand
- The legal subdivisions of the land to be irrigated are as follows: Part of: S. E. 1/4 of the S. E. 1/4 of sec. 18 T. 11 S. R. 1 E. Part of: S. 1/4 of the S. W. 1/4 of sec. 17 T. 11 S. R. 1 E. Part of: W. 1/4 of sec. 20 T. 11 S. R. 1 E. S.L.M. Part of: of Sec. 19 T. 11 S. R. 1 E. S.L.M.

Note—If only parts of legal subdivisions are to be irrigated the words "part of" should precede each description. Any change made in description of land area after application is received will bring down priority of application to date when amended application is received.

Total area to be irrigated is 280 acres

- The character of the soil in the above described tract of land is clay loam
- The character of the subsoil in the above described tract of land is unknown

EXPLANATORY

The following additional facts are set forth in order to define more clearly the full purpose of the proposed appropriation. If additional space is required under this paragraph, sheets cut the same size as this form folded should be added identified as "Explanatory Continued."

The quantity of water sought to be appropriated is limited to that which can be beneficially used for purposes herein described.

The water will be used to irrigate 220 acres of crop land. The water will supplement water now being received through the North Canyon Irrigation Company, which is primarily early spring run-off water. This water that is now being used is very inadequate during the summer season and quite often inadequate during the early spring run off.

From point of diversion the water will flow north westerly to irrigate 72 acres and south westerly along the west side of U.S. Highway 91 to irrigate 148 parcels of land containing 208 acres. These lands are outlined on an accompanying sketch.

Gaul W. Nielsen
Don Gates
Carlson E. Nielsen
Signature of Applicant

*If applicant is a corporation or other organization, signature must be in the name of such corporation or organization by its proper officer. If a corporation, the affidavit below need not be filled in. If there are more than one applicant, a power of attorney, authorizing one to act for all should accompany the Application.

STATE OF UTAH,

County of Juab ss.

On the 15 day of October, 1954, personally appeared before me, a notary public for the State of Utah, the above applicant who, on oath, declared that he is a citizen of the United States.

My commission expires
(SEAL)
Nov. 26, 1956

E. Alden Ellstrom
Notary Public

(This page is not to be filled in by applicant)

State Engineer's Endorsements

9.30 a.m.
Date

1. Oct 16, 1954 Application received by mail In State Engineer's office by Eca
2. Priority of Application brought down to, on account of.....
3. Oct 16, 1954 Fee for filing Application, 2.50, received by Eca Rec. No. 22512
4. Nov 2, 1954 Application copied in book last page 70, and indexed by Eca
5. Oct 17, 1954 Application plotted by D.H. Dredds Band Made & Tapped
6. Feb 22, 1955 Application examined by Eca
7. Jan 16, 1955 Application returned, with letter, to applicant for correction
8. Jan 5, 1955 Corrected Application resubmitted over-counter to State Engineer's office. Eca
Feb 15, 1955 by mail
- 8a. Copy brought up to date (red inked) and placed in record book by.....
9. Fee for publishing notice requested.
10. Jan 5, 1955 Fee for publishing notice \$ 15.00 Received by Eca Receipt No. 22939
11. Feb 23, 1955 Application approved for advertisement by Eca
12. June 8, 1955 Notice to water users prepared by J.M. Dredds
13. June 16, 1955 Publication began; was completed June 30, 1955
Notice published in Times News Register, UT
14. June 16, 1955 Proof slips checked by J.M. Dredds
15. Application protested by.....

16. JUN 14 1961 Application designated for approval selection by WOC
17. Fee for approving Application requested.....
18. Jan 5, 1955 Fee for approving Application, \$2.50, received by Eca Receipt No. 22939
19. July 3, 1961 Application approved by.....
20. July 3, 1961 Application approved and returned to applicant
rejected

This Application is approved, subject to prior rights, if any, on the following conditions:

1. Actual construction work shall be diligently prosecuted to completion.
2. Proof of Appropriation shall be submitted to the State Engineer's office by Oct 31, 1963
3.

Wayne D. Cuddle
Wayne D. Cuddle, State Engineer.

21. Time for making Proof of Appropriation extended to.....
22. Proof of Appropriation submitted.
23. Fee for filing Proof of Appropriation, \$1.00, rec'd by..... Rec. No.
24. Fee for exam., maps, profiles and drawings, \$5.00, rec'd by..... Rec. No.
25. Fee for issuing Cert. of Appropriation, \$1.00, rec'd by..... Rec. No.
26. Certificate of Appropriation, No...... issued

I Heroby Certify that the foregoing is a true copy of the Application by.....
to appropriate water and of the endorsements therein as shown by the records of my office on the date given below.

Salt Lake City, Utah..... 19..... State Engineer

Application No. 76380