

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of November, 1953, by and between John W. Roundy Sr. and Mina Roundy, his wife, of Mona, Utah, parties of the first part, and the Current Creek Irrigation Company, a Utah corporation, party of the second part, WITNESSETH:

The party of the second part is the owner of the Mona Reservoir in which it impounds and stores water for irrigation of lands in the vicinity of Elberta, Utah, and the parties of the first part are owners of land hereinafter described adjoining and bordering on the east shore of the said Mona Reservoir, including pasture lands near the contour of the water level of said reservoir.

The party of the second part desires to supplement the supply of irrigation water to be impounded in said reservoir by underground water from artesian wells to be drilled along the east shore of said reservoir, and is desirous of entering upon the lands of first parties to drill and maintain said wells and to have ditches to convey water produced by such wells directly into said reservoir.

The parties of the first part have pasture lands which they are desirous of having irrigated from one of the wells drilled upon said land, and have consented to allow such drilling in return for irrigation privileges as hereinafter set forth.

WHEREFORE, in consideration of the premises, it is mutually agreed between the parties hereto as follows:

The parties of the first part hereby give and grant to the party of the second part, its agents, employees, and assigns, the right to enter upon and to drill and maintain one or more artesian wells upon that portion of the Northwest Quarter of Section 8, Township 11 South, Range 1 East, Salt Lake Base and Meridian, which is located and situated West of the Union Pacific right-of-way, also to enter upon and drill and maintain one or more artesian wells upon that portion of Section 5, Township 11 South, Range 1 East, Salt Lake Base and Meridian, which is located and situated West of the Union Pacific right-of-way, all in Juab County, Utah. The Party of the second part is further given and granted the right to construct and maintain an open ditch from the point of each of such wells where any water is produced over the property of the parties of the first part by the shortest and most direct route, which will meet the reasonable convenience of the parties of the first part, to the water level contour line of the Mona Reservoir, so that water produced by said wells may be conveyed and for the purpose of conveying said water produced by said wells directly into said Mona Reservoir.

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In consideration of the drilling rights, ditch rights, and rights to maintain and operate said wells as hereby granted to second party, the second party hereby gives and grants to the parties of the first part the right to use water from the wells to be drilled on the lands herein described, for the irrigation of pasture land owned by first parties in the vicinity of said wells. Provided, that during any year when the Mona Reservoir is full on April 1st, the parties of the first part may use water produced by said wells for such pasture irrigation at their pleasure, or continuously until such time as the level of water in the reservoir has gone down to a point two feet below the level of the spillway at the dam of such reservoir. After the water has gone down to two feet below the level of said spillway or lower, first parties shall not without the consent of the second party use any more of said water for irrigation until such time as the reservoir shall again be full.

It is known and understood by the parties hereto that the parties of the first part have flowing wells of their own on adjoining property and desire to maintain the present flow from said wells if possible to do so. It is not known whether or not the wells which may be dug or driven pursuant to the authority of this agreement will affect the flow from the wells herein referred to and now owned by first parties. THEREFORE, it is further specifically agreed between the parties hereto that if, after the drilling or driving of any well authorized by this agreement, the flow in any one or more of first parties' wells is diminished, each party hereto will choose a competent engineer and the two so chosen will, with the assistance of the Utah State Engineer, determine or have a determination made as to whether the driving and using of any well authorized hereby has affected or diminished the flow in first parties' wells. In the event it should be so determined that the flow in first parties' wells has been diminished by any well drilled or driven under authority of this agreement, said three engineers will assess an amount of damages which in their opinion first parties have suffered or will suffer by reason thereof, and second party will then pay such damages to first parties, or in the alternative will immediately cap and discontinue the use of any such well so drilled hereunder.

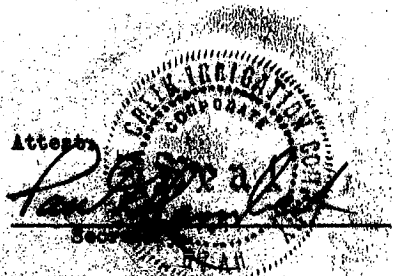
This agreement shall continue in full force and effect for a period of fifty years from date hereof, and shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed the day and year first hereinabove written.

John M. Roundy
Mina M. Roundy
Parties of the First Part

CURRENT CREEK IRRIGATION COMPANY
a corporation

By: Joe Hanson
Its President
Party of the Second Part



STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 2nd day of November, A.D., 1953, personally appeared before me John M. Roundy Sr. and Mina Roundy, his wife, two of the signers of the above and Joe Hanson, its President, who duly acknowledged to me that they executed the same.



Jean Hansch
Notary Public
Residing at Spanish Fork, Utah

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 2nd day of November, A.D., 1953, before me, a Notary Public, in and for the county of Utah, State of Utah, personally appeared Joseph Hanson, who being by me duly sworn, did say that he is an officer and agent of the CURRENT CREEK IRRIGATION COMPANY, a corporation of the State of Utah, to wit: The President thereof, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Joseph Hanson acknowledged to me that said corporation executed the same.

Mavis Stewart
Notary Public
Residing at Spanish Fork, Utah



ENTRY NO.	86112
RECORDED	Nov. 3, 1953, at 9:35 A.M. BOOK 156 PAGE 66
INDEXED BY	Max Thomas
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3.90	By: <u>Florence C. Cook</u> Deputy