

Ruth Bailey Order.

A-1 98-6
B-280-2
11-1-11-13

IN THE SEVENTH JUDICIAL DISTRICT COURT OF THE STATE OF UTAH,
IN AND FOR SAN JUAN COUNTY

F. B. HAMMOND, :
PL INTIFF :
vs. :
H. C. ROGERS, ALSO KNOWN AS HARRY C. :
ROGERS :
Defendant :

NOTICE OF LIS PENDENS

Notice is hereby given that an action has been commenced and is pending in the above named court, upon a complaint of the above named plaintiff against the above named defendant; that the object of said action is to foreclose a mortgage bearing date the 13th day of June, 1940, executed by H. C. Rogers, to the plaintiff to secure a promissory note of even date with said mortgage made, executed and delivered to plaintiff by the said defendant, which said mortgage was recorded in the office of the county recorder of San Juan County, Utah on the 25th day of June, 1940, in ^{Book} A-2 of Mortgages at page 505, and that said action affects the title to that certain real estate in San Juan County State of Utah, and described as follows to wit:

N¹/₄ NW¹/₄ of Sec. 22; N¹/₂ NE¹/₄ NW¹/₄; SE¹/₄ NW¹/₄; SW¹/₄ NW¹/₄ of Sec 21 and the E¹/₂ NE¹/₄ of Sec 20 all in Township 36 South Range 26 East S. L. M.; containing 360 acres.

Dated February 6th, 1943

F. B. Hammond

Plaintiff and Attorney
P. O. Address Price Utah

Recorded this 11th day of Feb. 1943
in Book T-3 Miscellaneous Record at
10.00 o'clock A. M. at page 427

Ruth Bailey Recorder

also A-1 390-22
A-1-292-43
B-280-2

A-13904

RE WATERS OF NORTH MONTEZUMA CREEK AND THE TRIBUTARIES THEREOF

STATE OF UTAH :
: ss.
COUNTY OF SAN JUAN :

H. LLOYD HANSEN, being first duly sworn, deposes and says:
That he is the President of the Blue Mountain Irrigation Company, and has been and has held such office for the last past years.

That he has been in familiar detail with the ownership, control and distribution of the waters of North Montezuma Creek and the spring area within the drainage thereof, for more than 20 years last past; such ownership and the right of distribution thereof during all of said time have been vested in the Blue Mountain Irrigation Company; that prior to 1936, the Blue Mountain Irrigation Company owned and operated power and water system of the Town of Monticello, and made distributions of such waters directly to the town and to the patrons thereof; that in the year 1936, the Blue Mountain Irrigation Company sold and assigned to the Town of Monticello its entire power and water system, including waters for the supply of said town; that the Blue Mountain Irrigation Company has duly authorized the Town of Monticello to make further and other filings from certain springs in the drainage area of said North Montezuma Creek to augment its supply for its own purposes, and for the purpose of contributing to the supply of the Vanadium Corporation of America, and that he is now

advised that such application has been duly made and is in good standing, the same being Application No. 14716.

That the ownership of Blue Mountain Irrigation Company in and to the waters of North Montezuma Creek, and the right to the distribution thereof, and the right to dispose of part of its waters to the Town of Monticello has never been questioned, and there is now no dispute between the Blue Mountain Irrigation Company and any other claimant or claimants to the use of any of said waters.

That the Blue Mountain Irrigation Company succeeded to the rights of the Blue Mountain Irrigating & Manufacturing Company back in the year 1913, which included the waters of said North Montezuma Creek and the tributaries thereof, and that subject to the rights assigned to the Town of Monticello, the ownership and right of distribution of said waters has since 1913 continuously and uninterruptedly been vested in the Blue Mountain Irrigation Company, and since the year 1913, the said waters have been continuously used by the Blue Mountain Irrigation Company and the town of Monticello;

That affiant is informed and believes that the origin of the rights to the use of the waters to said North Montezuma Creek was by appropriation as early as 1887, and that such rights were vested prior to the time that there was any laws in the State of Utah governing the acquisition of such rights.

That affiant knows of no claim or dispute with reference to any waters of North Montezuma Creek and the springs within the drainage area thereof that would in any manner affect the right of the Town of Monticello to the full free and exclusive use of all waters it has acquired through its negotiations with the Blue Mountain Irrigation Company.

Further, affiant saith not.

H. Lloyd Hansen

Subscribed and sworn to before me this 10 day of February, 1943.

(SEAL)

Edward G. Thompson
Notary Public

My commission expires May 28, 1946
P. O. Address, Monticello, Utah.

Recorded this 10th day of February, 1943 at 10:30 A.M.
in Book T-3 of Miscellaneous, pages 427-428.

Abn. G. of Water Notes - 220-18

Rush Bailey Recorder.

A-13903

AGREEMENT

THIS AGREEMENT made and entered into in duplicate, this 3rd day of February, 1942, by and between the Blue Mountain Irrigation Company, a corporation of Utah, and the Town of Monticello, a municipal corporation of San Juan county, state of Utah, WITNESSETH;

WHEREAS under date of September 7, 1941 the Town of Monticello entered into a contract with the Vanadium Corporation of America to supply said Corporation with one second foot of water or so much thereof as may be required by said corporation to operate its mill and other operations incidental thereto, which said mill is situated at Monticello, San Juan County, State of Utah;

It is hereby agreed between the parties hereto that the Town of Monticello shall have the right to develop the water of Pole Canyon Springs, Bunkhead Springs, Innes Springs and Peachman Springs to the extent of one second foot of water and to transport the same to the Town of Monticello for use by the Vanadium Corporation of America, all in accordance with its contract of September 7, 1941, the cost of developing said water and the full cost of transportation thereof, together with any and all other incidental costs shall be borne and paid by the Town of Monticello.

It is understood that no water of North Creek proper shall be included in this grant, except as said springs are tributary thereto.

It is further agreed that when said water is not in use by the Vanadium Corporation of America, the use thereof shall revert to the parties hereto to be withdrawn east of the powerhouse at a point mutually agreed upon, share and share alike; that at the expiration of the term of contract with the said Vanadium Corporation of America, said water, so developed and transported as aforesaid, shall be owned by the parties hereto share and share alike, to be taken and disposed of as each may see fit.

Provided further that in the event any revenues shall accrue from the use of said water, after the first 11 year period provided for in said contract with the Vanadium Corporation of America, such revenues shall be divided equally between the parties hereto.

That a copy of said contract with the Vanadium Corporation of America is attached hereto and made a part hereof.

This agreement shall cancel and annul that certain Water Lease Agreement, dated August 5, 1941 by and between the Blue Mountain Irrigation Company and the Town of Monticello, by which the Blue Mountain Irrigation Company leased to the Town of Monticello the use of one half second foot of water for a period of 99 years. Provided that as further consideration running to the Blue Mountain Irrigation Company for the use of its water during the period when said water is in use by the Vanadium Corporation of America, the Town of Monticello shall pay to the Blue Mountain Irrigation Company One Hundred (\$100.00) Dollars upon the execution of this agreement, and One Hundred (\$100.00) Dollars on the first of each calendar year hereafter during the time said water is in use by the Vanadium Corporation of America.

IN WITNESS WHEREOF the Blue Mountain Irrigation Company has hereunto set its hand and corporate seal, under and by virtue of a resolution of its Board of Directors duly adopted on the 3rd day of February, 1942, and the Town of Monticello has hereunto set its hand and corporate seal, under and by virtue of a resolution of its town board, duly adopted on the 3rd day of February, 1942.

Executed the day and year first above written,

BLUE MOUNTAIN IRRIGATION COMPANY
By H. Lloyd Hansen
President

(SEAL)

ATTEST F. P. Jones