

EXHIBIT "A"

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one thousand eight hundred and eighty-five, between Joseph H. Colledge, Thomas Fowler, P. H. Allred, James Allred, John Roberts, Robert Fox, Isaac W. Fox, Israel Evans, Joseph A. Thomas, Richard Norman, George Norman, Heber Ennis Estate, Hyrum Smith, Joseph J. Smith, William Finn, John Jacobs, Orin Rockwell, Alexander Loverage, Elisha Davis, Jr., Samuel Briggs, Elisha Davis, Sr., William Goats, Sr., John Crisholm, William Clark, Daniel W. Thomas, David Evans Estate, A. A. Peterson, James Evans, A. N. Hill, A. R. Anderson, William Ball, George Murdock, A. R. Anderson, D. W. Thomas, William Goats, Edward Smith, Samuel Briggs, F. M. Molen, Edward Harrisson, George Johnson, D. Wagstaff, William Cousens, Aza Adams, George Baker, Edward Conder, William Paxman, Peter Adamson, William S. Robinson, Mary Anderson, Estate of Writer or William M. Bromley, Josiah Nichols, Estate of James Clark, Estate of Hans Christensen, Thomas Askew, Rodolph Hunter, John Duncan or J. S. Kelley, David Caunt, James Chipman, R. B. Preston, Benjamin Brown, H. D. Bowley, George Hoggard, W. E. Kelley, Joseph L. Kelley, Richard Stell Estate, John Wrigley, Estate of L. E. Harrington, J. Bourne, E. Robinson, J. Proctor, Joseph Kirkwood, John Hendley, James Gardner and Joseph Robinson, Hans J. Zoble, Peter Madsen, Lars Jacobson, Mads Jorgensen, J. P. R. Johnston, Joall A. Johnson, Andrew Kaneutsen, William Stradling, George Pay, Samuel Bailey, Thomas Vincent, Daniel Vincent, Charles W. Smith, Charles H. Nelsson, Sarah Scott, Second Ward Pasture Co.,

South Meadow Co., First Ward Pasture Co., B. K. Bullock, Isaac Bullock, John B. Milliner, John W. Deal, Gibson Condie, John Maycock, James Dimond, James Oakley, John S. Perry, Milan Packard, Jonah Phillips, E. P. Whetmore, James H. Simpson, R. A. Deal, Thomas Child, Edward Pennington, M. Coffman, John Streater, O. Strong, M..E. Crandel, John A. Strong, R. L. Bird, James Allman, Daniel Y. Shepard, William Holmes, Warren Davis, Joseph Robinson, Andrew J. Stewart, James Aitken, James Mickelson, Joseph H. Tippits, E. J. Barney, Andrew Holme, William Ferguson, Bowen and Davis, William Mathews, Creer Banks & Bro., Thomas C. Leetham, Henry C. Leetham, Alma Manwell, Charles Brask, Bellows Brothers, Henry S. Brooks, Halvor Knudtsen, Dennis Sullivan, Aaron Shepard, Joshua Graves, Isaac Shepard, all of Utah County, Territory of Utah, the parties of the first part, and Salt Lake County, Salt Lake City, The Utah and Salt Lake Canal Company, the South Jordan Canal Company, The North Jordan Canal Company, and the East Jordan Irrigation Company, all corporations in Salt Lake County, in said Territory, the parties of the second part, WITNESSETH: That the said parties of the first part and each of them, for and in consideration of the covenants and agreements hereinafter contained, and the sum of eight thousand dollars to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed and confirmed unto the said parties of the second part, and to their and each of their successors and assigns forever, the right to maintain the dam in the Jordan River, known as the "Jordan Dam", situated at or near

the boundary line between Salt Lake and Utah Counties, as at present constructed, an opening or water way through said dam, to be left at all times free and open, except as hereinafter specified, for the passage of water, as follows, to wit: The width of said opening to be as at present established, including supports and uprights, the whole width, including such supports, being seventy-two feet more or less, the bottom of such opening or water way in said dam to be six inches above or higher than the bottom of the opening or water way in said dam as at present constructed, when free from boards or temporary obstructions. Also the right, free from interference or liability for damage, to flow the lands of the said parties of the first part or either of them, to the extent which the dam as above described may cause the same to be flowed by the waters of the said Jordan River, Utah Lake, or otherwise. Also the right, in addition to the foregoing, free from liability for damage, to flow the lands of the said parties of the first part or either of them, to the extent which may be caused by placing obstructions in the water way in said dam hereinbefore mentioned, according to the limitations hereinafter specified, for the purpose of holding back or maintaining the waters in Utah Lake at an elevation or height not to exceed three feet and three and one-half inches above the points heretofore established and recognized as low water mark in said lake, when the waters in said lake would otherwise naturally fall below such height or elevation that the water so held back might be save for use by the said parties of the second part when needed. The lands as severally

owned by the said parties of the first part hereinbefore mentioned, and which may be affected by these grants are situated in Utah Coujty, adjacent or near the Utah Lake, in the Territory of Utah, and are more particularly described in "Exhibit A", hereto annexed and made a part of this indenture.

To have and to hold the said granted rights, easements and servitudes, together with all the rights and privileges in any-wise pertaining thereto unto the said parties of the second part, and to their and each of their successors and assigns forever.

For the purpose of better carrying the foregoing into effect, it is hereby mutually agreed by and between the parties hereto, that on or before the first day of January in each year the parties hereto shall each respectively appoint two persons, and the four persons thus appointed shall meet together on or before the first day of February in each year and select an umpire, a disinterested person, who must not be a resident of either Salt Lake or Utah Counties, and each of said persons, before entering upon the duties herein specified, shall enter into bonds in the sum of two thousand dollars for the faithful performance thereof, to the satisfaction or acceptance of the Probate Judge of either Salt Lake or Utah Counties. The persons so appointed shall continue to act until others are appointed and qualified to succeed them.

The said persons shall constitute a Board, and are hereby empowered, as the legally constituted agents of the parties hereto, to determine and direct when and to what extent obstructions may be placed in the said water way of the dam, for the purpose of storing

the lake with water for future use, not to exceed the highest elevation hereinbefore specified. Provided, That if in any year on or after the 15th day of March, it shall be ascertained by said Board that the fall of snow during the past winter has been light, and if the said Board are of the opinion that the water of Utah Lake will probably not rise during the current season to the highest level hereinbefore mentioned, then the said Board shall permit the said parties of the second part to raise said dam to a height to be fixed by said Board, which will cause the water of said lake to rise to said level, and if it shall be ascertained by experience and observation that the said parties of the second part can obtain all the water necessary for irrigation purposes by keeping the water way of the dam open until the waters of Utah Lake shall have receded below the highest level mentioned, then the said Board shall require the water way to be kept open until the water recedes to such level as the Board shall deem sufficient to supply the said parties of the second part with water; and, provided further, that when at any time in each year, to be fixed by said Board, the high water of Utah Lake shall have receded to the highest elevation above herein specified, the parties of the second part shall have the right, without hindrance from any person or persons, to cause the waters of said Utah Lake to be held back by regulating said dam not to exceed the elevation above mentioned, and to use the said water as they may desire until such date, on or after the first day of October, as the said Board shall decide, at which date the said parties of the second part shall open the

entire water way of said dam (excepting the uprights) down to the sill or base thereof, and permit the said waters to run free.

That the members of the said Board shall each receive compensation at the rate of four dollars per day, with actual traveling expenses, which the parties of the second part hereby agree to pay.

It is further agreed that the said parties of the second part shall have the privilege of cutting through the bar in the lake at the head of the said Jordan River, and of lowering the same to such a depth as by an accurate survey shall be considered proper, so as to permit a more rapid flow of water and to secure to themselves a more reliable supply of water by being enabled to draw it from a lower level in the lake than is at present possible, provided a gate or dam is put in at a suitable place in the river, or at the bar, and thus be able to make and maintain a reservoir in the interest of the parties of the second part that shall be permanent; also to have a right to use Utah Lake as a reservoir, with full right to maintain their dam as at present constructed and subject to the foregoing regulations.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seal, and the said parties of the second part have each caused its corporate name and seal to be subscribed and affixed the day and year first above written.