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WATER RIGHTS

A G R E E M E N T

THIS AGREEMENT, made and entered into this 30th day of March, 1978, by and between:

H. BARTH PALMER and ROMA PALMER, also known as Roma Ann Carpenter, his wife, hereinafter referred to as "PALMERS",

A N D

GLENDALE TOWN, a municipal corporation of Kane County, State of Utah, hereinafter referred to as "GLENDALE",

W I T N E S S E T H :

WHEREAS, both parties own certain water rights in the Northwest Quarter of Section 14, Township 40 South, Range 7 West, Salt Lake Base and Meridian;

AND WHEREAS, GLENDALE needs to develop certain additional supplies of water for municipal culinary requirements and also desires to obtain agreements concerning the rights which GLENDALE has for easements for the construction, maintenance, and operation of a well and water-conveying facilities in the aforesaid area;

AND WHEREAS, the parties desire to compensate PALMERS for any loss of water they may sustain as a result of the development of the well in the spring area which GLENDALE proposes;

NOW THEREFORE, in consideration of the premises and of the mutual agreements of the parties hereinafter set forth, IT IS AGREED AS FOLLOWS:

1. EASEMENTS AND RIGHTS OF WAY:

PALMERS will execute a "Deed and Easement" and a "Right of Way Easement" for a right of way authorizing the construction, installation and thereafter the operation and maintenance of a well and a pipeline for the development of 150 gallon per minute of water

from the proposed well. Said documents will be executed at the time this Agreement is concluded. GLENDALE will pay PALMERS $500.00 for such conveyances, and $250.00 fees and expenses.

2. PROTECTION OF PALMERS' WATER RIGHTS:

GLENDALE agrees it will provide restoration and protection of the vested water rights of PALMERS as they are affected by GLENDALE'S well development and use. It is acknowledged that PALMERS have a diligence right in and to the waters of a certain spring located 380 feet South and 195 feet West of the Northwest Corner of the Northwest Quarter of Section 14, Township 40 South, Range 7 West, Salt Lake Meridian, the flow of which was recently measured at 90 gallons per minute. GLENDALE agrees to insure a continued flow at PALMERS spring location of an amount of water equivalent to previous flows. That is, the combined flow at PALMERS' spring area from the spring and the pipeline shall not exceed 90 gallons per minute. In the event of drouth and reduced flow of water at spring and well, the available water from the two sources will be apportioned on a ratio of 90/240 to PALMERS' and 150-240 to GLENDALE. GLENDALE'S Well will be constructed with flow measuring devices as well as a rate of flow control valve which will allow GLENDALE to draw water not exceeding 150 gallons per minute. It is understood that GLENDALE may exceed this limit temporarily for emergencies such as fire, disaster, etc. GLENDALE will provide a pump, pipe and shut off valve to restore water to PALMERS' spring area from GLENDALE'S well. PALMERS' will maintain the pipeline and GLENDALE will maintain the pump.

3. FILING OF DOCUMENTS:

It is understood and agreed that duplicate copies of this Agreement will be filed with the Utah State Engineer for the purpose of cross-referencing the respective water rights. The parties may file such other evidences or documents of title as they deem appropriat

4. SUCCESSORS BOUND BY AGREEMENT:

The parties agree that benefits hereof shall inure to their respective successors and assigns, together with the obligations of performance which shall be binding upon the successors and assigns of each.

5. The parties each agree that should they default in any of the covenants and/or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in obtaining possession of the property or in pursuing any remedy provided herein or by the Statutes of the State of Utah, whether such remedy is pursued by filing suit or otherwise.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

GLENDALE TOWN, A Municipal Corporation,

By Colleen Jackson
PRESIDENT

H. B. Palmer
H. B. PALMER

ATTEST:

Ruth S Anderson
TOWN CLERK

Roma Lynn Palmer
ROMA PALMER