

MEMORANDUM RECORD OF A CONFERENCE HELD MARCH 11, 1935,
REED JERMAN, PRINCIPAL DEPUTY, STATE ENGINEER,
WITH IRA BRYANT AND THE DRY GULCH IRRIGATION COMPANY,
RE: MONTEZ CREEK.

Pursuant to the request of T. H. Humpherys, State Engineer, a meeting was held at the office of the Dry Gulch Irrigation Company, Roosevelt, Utah, Monday, March 11, 1935, commencing at 8 P.M. to investigate the complaints of Ira S. Bryant and J. Frank Hoyt, as agent of the State Engineer, that the Dry Gulch Irrigation Company by construction it had made on the Montez Creek channel was interfering with the legal rights of appropriation by Mr. Bryant and his wife.

Those present at the meeting were: Reed Jerman, Principal Deputy, State Engineer; J. Frank Hoyt, Ira S. Bryant and Douglas Bryant; the following officials of the Dry Gulch Irrigation Company: H. L. Allred, President; Arthur Wiscombe, Vice-President; Ray G. Labrum and H. L. Spencer, Directors, and Louie Galloway, Secretary and Engineer.

James H. Fisher whose land in Sec. 5, T. 2 S., R. 1 E U.S.M. is traversed by the Montez Creek, and A. E. Backman, Engineer Appraiser of the Federal Land Bank of Berkeley, were also present.

Mr. Jerman asked Louie Galloway to act as scribe of the meeting.

Mr. Jerman read a list of the Montez Creek filings which had been prepared from the records of the State Engineer and which showed ownership and priorities. The separate filings were identified as to location with respect to the East and West branches of said creek.

Informal discussion then ensued which terminated in an agreement between the Bryant interests and the Dry Gulch Irrigation Company which is as follows:

The Agreement is for the irrigation season of 1935 only and makes no attempt to determine priorities on the Montez Creek and it is expressly agreed will not be used as a precedent in the determination of rights and priorities hereafter.

In lieu of any claim that Mr. Bryant may have for priority on the West branch of the Montez Creek, the Dry Gulch Irrigation Company is to serve Mr. Bryant with water from its Harding lateral, and the basis of such service is to be as though Mr. Bryant owned 70 shares of stock in said lateral with the further provision that the Dry Gulch Irrigation Company can release what water is impounded in the Montez Creek Reservoir and measure it at the point of release to Mr. Bryant, and Mr. Bryant is to be charged for such water as a proportionate part of the service to the said 70 shares, and the Dry Gulch Irrigation Company is to withhold service from the Harding lateral until such time as the stock in said lateral system has been served with an equivalent amount of water per share to that released to Mr. Bryant from the reservoir. After the equivalent amount has been received, Mr. Bryant is to be served thereafter on a rotation basis as though he owned the 70 shares of stock in said lateral. The Dry Gulch Irrigation Company is to release the water from said lateral at a point in Sec. 20, T. 2 S., R. 1 E. near the Northwest corner of the Southwest quarter at a waste gate from which there is a channel leading to the Montez Creek which is some $\frac{1}{4}$ mile distant therefrom. Mr. Bryant is to assume all responsibility of the water after it was released by the company from its lateral.

The following is a copy of the Agreement signed by the Dry Gulch Irrigation Company and Ira S. Bryant and Ella Bryant, husband and wife, and same is made a part of the records of said meeting;

AGREEMENT

This agreement made and entered into this 11th day of March, A.D., 1935 by and between the Dry Gulch Irrigation Company, a corporation, party of the first part, and Ira Bryant and Ella Bryant, husband and wife, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part are the owners of two certain filings on Montez Creek #720 for 4/10 of 1 second foot and #5006 for 98/100 of 1 second foot of water, and

WHEREAS, the Dry Gulch Irrigation Company owns and holds certain filings and rights upon the same source of supply and in the operation thereof and securing the proper distribution of the waters certain conflicts and claims have arisen which it is desired shall be overcome for the present irrigation season, and the said Dry Gulch Irrigation Company has certain water impounded on said Montez Creek that can be released for use by it and used by the parties of the second part.

NOW THEREFORE WITNESSETH, that for the purpose of avoiding difficulties for the present year it is agreed that the parties of the second part shall have an amount of water equal in amount to the right and quantity of water that 70 shares of Class H water stock of said party of the first part would draw during the irrigation season, and that the parties of the first part may release the waters now impounded and held by it to make up such cumulative amount for parties of the second part, that a record of the amount so delivered shall be kept together with such part of natural flow as may be otherwise obtained for the use on said filings by the parties of the second part, and that when the stockholders of the said party of the first part in its Class H have received an equal amount per share as said water received by the parties of the second part make for each of said 70 acres; then the party of the first part shall cause to be turned an equal amount per acre share for such 70 shares as its said shareholders receive thereafter per acre share.

Executed in duplicate this day and year first above written.

DRY GULCH IRRIGATION COMPANY,

(Signed) By H. L. Allred
President
Party of the First Part.

ATTEST:

(Signed) Louie Galloway
Secretary

(Signed) Ella Bryant

(Signed) Ira S Bryant
Parties of Second Part.


Louie Galloway
Secretary.