

X-11

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT IN AND FOR UTAH COUNTY, STATE OF UTAH.

PROVO RESERVOIR COMPANY,
Plaintiff,

--v s--

PROVO CITY, et al
Defendants,

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S T I P U L A T I O N .

It is stipulated between the Plaintiff and the Defendant, WEST UNION CANAL COMPANY that as against the plaintiff said defendant, the WEST UNION CANAL COMPANY is entitled, as a primary right to 31.75 second feet of water measured at the head of its canal

That after said defendant has been supplied with 31.75 second feet of water as aforesaid, then, as against said defendant, the plaintiff is entitled to one second foot of water from the natural flow of PROVO RIVER for each seventy (70) acres of land irrigated through the plaintiff's irrigation system.

When said amounts have been supplied to the parties hereto, respectively, then the defendant is entitled to sufficient waters to fill its canal to its full carrying capacity.

Provo Reservoir Company
J. Couph R. Murdoch Pres.
Alfred L Booth of the

Attorneys for Plaintiff.

J E Booth

Attorney for ~~Provo Reservoir Company~~
West Union Canal Company.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN AND FOR UTAH COUNTY, STATE OF UTAH.

Provo Reservoir Company, *
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Plaintiff, *
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X-18 Vs *
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Provo City, et al, *
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Defendants. *
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S T I P U L A T I O N .

It is stipulated between the plaintiff and the defendants, the West Union Canal Company and the Smith Ditch Company, jointly and undivided, that said defendants are entitled as a Primary right to 29.37 second feet of water, to be measured at the rating flume of the West Union Canal where the same is now located near the head of said canal.

That after said defendants have been supplied with 29.37 second feet of water as aforesaid, then, as against said defendants, the plaintiff is entitled to one second foot of water from the natural flow of Provo River for each seventy acres of land irrigated through plaintiff's irrigation system; the same to be measured at the heads of the laterals diverting water from plaintiff's canal.

When said amounts have been supplied to the parties hereto respectively, then the defendants are entitled to sufficient waters from the natural flow of Provo River to fill their canal to its full carrying capacity.

PROVO RESERVOIR COMPANY.

By Joseph M. Murdoch
President

Alfred L. Booth one of the
Attorneys for Plaintiff.

J. E. Booth
Attorney for West Union
Canal Company and Smith
Ditch Company.