

A G R E E M E N T

Lower Canal Co.-----Big Cottonwood

THIS AGREEMENT made this 27 day of June, A. D. 1905, at Salt Lake City, Utah, by and between Salt Lake City, a municipal corporation of Salt Lake County, State of Utah, party of the first part; and Big Cottonwood Lower Canal Company, a corporation of the State of Utah, party of the second part, WITNESSETH:

THAT WHEREAS the party of the second part is the owner of a portion and of the right to the use of a portion of the waters of Big Cottonwood Creek, flowing in Salt Lake County, Utah;

AND WHEREAS the party of the first part desires to procure from the party of the second part the right to use the said water;

NOW THEREFORE be it, and it is, hereby mutually agreed as follows, to-wit:

1. The party of the second part hereby grants, bargains and sells to the party of the first part all of the rights of it, the party of the second part, to the use of all its portion of the water flowing in Big Cottonwood Creek, Salt Lake County, Utah, only, however, until the time that the party of the second part shall be entitled to again take and use the said water as hereinafter provided upon the failure of the party of the first part to keep the covenants herein provided by it, the party of the first part to be kept.

2. The party of the first part, in consideration of the covenants of the party of the second part, hereby agrees with the party of the second part that it, the party of the first part, will perpetually and continuously deliver to the party of the second part from the first day of April until the first day of October of each and every year hereafter, for the use of the party of the second part, at the place or places hereinafter provided, a continuous stream or flow of water, which stream or flow of water shall be equivalent to thirty-one two hundred and fortieths ( $31/240$ ) of the water flowing in said Big Cottonwood Creek as shall from time to time be determined by the measurements hereinafter provided for (provided however, that the party of the first part shall never at any time be required to deliver to the party of the second part a stream or flow of water running more than twenty (20) cubic feet per second), which said water shall be suitable for the purposes of irrigation; and during all of the remainder of each and every year hereafter, the party of the first part agrees to deliver to the party of the second part at the intake of what is known as Big Cottonwood Lower Canal from Big Cottonwood Creek, one sixtieth ( $1/60$ ) of the water flowing in said Big Cottonwood Creek, as shall be determined by the said measurements.