

AGREEMENT # \_\_\_\_\_

Parcels: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SPRINGVILLE IRRIGATION COMPANY  
IRRIGATION SERVICE AND DITCH ABANDONMENT AGREEMENT**

(Adopted by Board action on \_\_\_\_\_)

THIS IRRIGATION SERVICE AND DITCH ABANDONMENT AGREEMENT made and entered into this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_, by and between **SPRINGVILLE IRRIGATION COMPANY** (the “COMPANY”) and \_\_\_\_\_ (the “OWNER”).

**RECITALS:**

A. OWNER owns fee simple title to real property Parcel Numbers: \_\_\_\_\_

B. OWNER owns fee simple title to real property, which is a portion of Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_, East, S.L.B.&M., which is located within the boundaries of the COMPANY, and which is more particularly described in **Exhibit “A”** attached hereto and incorporated by reference as though fully set forth herein (the “Subject Property”). **Exhibit “A” should be an 8 ½” x 11” sheet of paper of your Property Plat Map and Full Legal Description. Not a tax notice. (Required)**

C. OWNER holds \_\_\_\_\_ share(s) in COMPANY, represented by the following certificate(s):  
\_\_\_\_\_.

D. OWNER has utilized a COMPANY ditch or private irrigation facility to receive COMPANY irrigation water at the Subject Property. COMPANY owns an easement either (1) leading up to the community ditch or private irrigation facility, or (2) traversing Subject Property, which are utilized for conveying irrigation or drainage water as part of the COMPANY’S delivery system.

E. OWNER no longer receives COMPANY irrigation water at the Subject Property and wishes to abandon any interest in the easement and facilities that carry said water to the Subject Property as the COMPANY is no longer to provide water to the Subject Property.

F. COMPANY acknowledges and OWNER understands that this Ditch Abandonment Agreement in no way deprives OWNER of the water share(s) in the COMPANY as identified in B, above.

**NOW, THEREFORE, COMPANY AND OWNER ON BEHALF OF ITSELF AND ALL SUCCESSORS TO, OR ASSIGNS OF THE SUBJECT PROPERTY AGREE AS FOLLOWS:**

1. OWNER waives and abandons any and all rights to receive COMPANY water at Subject Property, except for the reinstatement option provided below.
2. OWNER waives and abandons any of their easement rights to the ditch that conveyed COMPANY water to the Subject Property. OWNER'S abandonment of the easement shall be final.
3. OWNER shall disable to COMPANY satisfaction the following structures and facilities placed by the OWNER, if any, \_\_\_\_\_ which are located on Ditch at approximately \_\_\_\_\_ and which are, or were, used to deliver COMPANY water to Subject Property. COMPANY shall bear no expense or liability with regard to removal of the designated structure and facilities in connection with the Subject Property. Such removal or destruction, if deemed necessary, shall be at the expense of the OWNER.
4. OWNER is not barred from later seeking COMPANY'S approval to receive COMPANY water to the Subject Property at OWNER'S expense. OWNER recognizes that COMPANY may not be capable of delivering water to the Subject Property in the future and that COMPANY is not obligated to approve OWNER'S application to receive water at the Subject Property. In determining whether to approve such Application, COMPANY may consider whether (a) COMPANY has sufficient surface water to meet OWNER'S needs; (b) COMPANY has facilities to serve the Subject Property; (c) COMPANY is not capable, for whatever reason, to deliver water to Subject Property; (d) delivery of water to Subject Property would harm other shareholders; or (e) any other considerations relevant to COMPANY'S purposes and operations. The COMPANY may reject OWNER'S Application on any of the grounds described above, approve the Application, or condition its approval on such terms as it determines necessary.
5. OWNER abandonment does not constitute abandonment of COMPANY ditches or facilities. Only COMPANY may indicate abandonment of COMPANY ditches and facilities.
6. It is agreed that OWNER and its successors shall have no right to make a legal claim or action against the COMPANY for (a) failure to provide water, (b) failure to provide water quality, (c) allege crop damages, (d) devaluation of Subject Property and (e) the inability of the Subject Property to sustain other types of land uses.
7. This Agreement shall be binding upon OWNER and any assignee or successor to OWNER of Subject Property or any part thereof. OWNER acknowledges that it is not finally waiving the right to receive water from COMPANY, but such right is subject to the conditions and limitations set forth herein regarding return to service.
8. OWNER is responsible for recording this document with Utah County Records Office following Board approval and adoption. OWNER shall deliver this original recorded document to the COMPANY.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED AS OF THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

**SIGNATURES MUST BE NOTARIZED**

**SPRINGVILLE IRRIGATION COMPANY (“COMPANY”)**

BY \_\_\_\_\_ Date: \_\_\_\_\_  
Albert Harmer, President of Springville Irrigation Company

State of Utah  
County of Utah

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, personally appeared **Albert Harmer**, whose identity is personally know to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say He is the **PRESIDENT** of **Springville Irrigation Company** and said document was signed by him in behalf of said Corporation by Authority of its Bylaws or Resolution of its Board of Directors.

Witness my hand and official seal:

\_\_\_\_\_  
Notary Public Name

\_\_\_\_\_  
Commission Expiration

\_\_\_\_\_  
Notary Public Signature

(Seal)

[OWNER SIGNATURE ON FOLLOWING PAGE]

EXECUTED AS OF THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

**SIGNATURES MUST BE NOTARIZED AND MATCH PROPERTY DEED**

**“OWNER”**

BY \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

BY \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

OWNER Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

State of Utah  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, personally appeared \_\_\_\_\_, whose identity is personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged he/she/they executed the same.

Witness my hand and official seal:

\_\_\_\_\_  
Notary Public Name

\_\_\_\_\_  
Commission Expiration

\_\_\_\_\_  
Notary Public Signature

(Seal)

***PLACEHOLDER***

***INSTRUCTIONS:***

***Replace this page with a full legal property description. Not a tax notice. See description of Exhibit "A" on page 1 of agreement.***

***Label page with:***

***Exhibit "A"***