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AGREEMENT AND CONVEYANCE

THIS INDENTURE made this 30th day of February, 1957, between LeRoy S. Taylor, and Elsie B. Taylor, his wife, of Provo, Utah, hereinafter referred to as Grantors, and Lake Bottom Irrigation Company, a corporation, hereinafter referred to as Grantee;

WITNESS THAT:

WHEREAS, the Grantee is the owner of a certain existing canal which traverses certain lands owned by the Grantors along the courses and distances described as follows:

A strip of land 30.00 feet wide extending 10.00 feet to the right and 20.00 feet to the left of the following described canal centerline: Commencing at a point which is South 89° 16' West along the Section line a distance of 1801.46 feet and South 450.00 feet from the Northeast Corner of Section 2, Township 7 South, Range 2 East, Salt Lake Base & Meridian; and running thence South 37° 34' West 48.77 feet; thence on the arc of a 200.00 foot radius curve to the right a distance of 43.57 feet (the chord bears South 43° 49' West 43.49 feet); thence on the arc of a 95.75 foot radius curve to the left a distance of 46.28 feet (the chord bears South 36° 12' West 45.83 feet); thence South 22° 21' West 92.78 feet; thence on the arc of a 75.00 foot radius curve to the right a distance of 107.75 feet (the chord bears South 63° 31' West 98.72 feet); thence North 75° 20' West 36.95 feet; thence on the arc of an 80.00 foot radius curve to the left a distance of 69.58 feet (the chord bears South 79° 45' West 67.41 feet); thence South 54° 50' West 41.88 feet; thence on the arc of a 100.00 foot radius curve to the right a distance of 37.20 feet (the chord bears South 65° 30' West 36.99 feet); thence South 76° 09' West 9.84 feet; thence on the arc of a 300.00 foot radius curve to the left a distance of 57.68 feet (the chord bears South 70° 42' West 57.59 feet); thence South 65° 08' West 16.92 feet; thence on the arc of a 100.00 foot radius curve to the left a distance of 50.00 feet (the chord bears South 50° 48' West 49.48 feet); thence South 36° 29' West 30.61 feet; thence on the arc of a 100.00 foot radius curve to the right a distance of 59.69 feet (the chord bears South 53° 35' West 58.81 feet); thence South 70° 41' West 37.79 feet; thence on the arc of a 200.00 foot radius curve to the left a distance of 69.12 feet (the chord bears South 60° 47' West 68.77 feet); thence South 50° 53' West 34.07 feet; thence on the arc of a 500.00 foot radius curve to the right a distance of 75.34 feet (the chord bears South 55° 12' West 75.27 feet); thence South 59° 31' West 43.01 feet;

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thence on the arc of an 85.00 foot radius curve to the right a distance of 95.43 feet (the chord bears North 88° 18' West 90.50 feet); thence North 56° 08' West 84.51 feet; thence North 71° 21' West 113.82 feet; thence North 31° 27' West 36.41 feet; thence on the arc of a 240.00 foot radius curve to the left a distance of 163.85 feet (the chord bears South 78° 28' West 164.82 feet); thence South 53° 23' West 85.72 feet; thence on the arc of a 90.00 foot radius curve to the right a distance of 78.83 feet (the chord bears South 83° 29' West 76.33 feet); thence North 71° 26' West 396.46 feet to a point which is North 89° 16' East along the section line a distance of 1691.24 feet and South 819.49 feet from the Northwest Corner of Section 2, aforesaid.

and

WHEREAS, the Grantee is desirous of making certain repairs to, and improvements upon said canal, and lining the same with concrete along its entire length as hereinabove described;

and

WHEREAS, in the performance of such repairs, improvements and lining of said canal, it will be necessary for Grantee to use an existing road over and across Grantors property to transport men, equipment, materials, and supplies to and from said canal;

NOW THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, Grantors hereby grant and convey to said Grantee, its assigns, and successors in interest, an easement 30 feet in width, extending 10 feet to the right and 20 feet to the left of the Center line of the canal as hereinabove described, to maintain, repair, improve and line with concrete the hereinabove described canal of Grantee and Grantors hereby disclaim any interest in and to any water which may have heretofore seeped and leaked from said canal.

The Grantors further agree to permit Grantee, its employees, servants and agents, the use of the existing road over and across Grantors' land for the purpose of transporting

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men, equipment, materials and supplies to and from the herein-
above described canal until completion of the repairs, improve-
ments, and lining thereof, and Grantee hereby agrees to maintain
and restore the said existing road to its present condition upon
completion of the said repairs, improvements and lining of said
canal. It is mutually understood and agreed that all fill
materials which may be deposited by the Grantee upon the here-
inabove described land of Grantors, shall first be approved by
the said Grantors and Grantors agree to be reasonable in their
approval or disapproval of said fill materials.

Dated this 13th day of February, 1957.

LeRoy S. Taylor
LeRoy S. Taylor

Elsie B. Taylor
Elsie B. Taylor

GRANTORS

LAKE BOTTOM IRRIGATION COMPANY

BY George W. Cropper
George W. Cropper, President

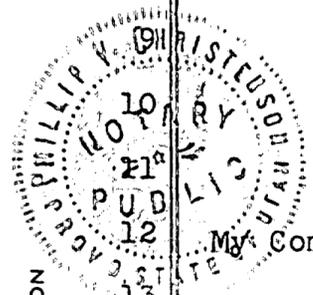
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CHRISTENSON, NOVAK & PAULSON
ATTORNEYS AT LAW
PROVO, UTAH

STATE OF UTAH)
) : ss
County of Utah)

On this 13th day of February, 1957, personally appeared before me, LeRoy S. Taylor and Elsie B. Taylor, his wife, two of the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

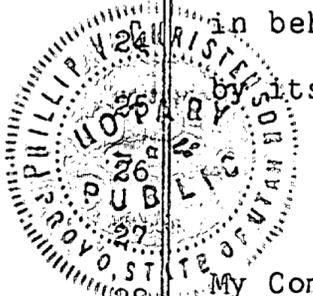


Phillip V. Christensen
Notary Public
Residing at: Provo, Utah

My Commission Expires:
5-5-59

STATE OF UTAH)
) : ss
County of Utah)

On this 12th day of February, 1957, personally appeared before me, George W. Cropper, who being by me duly sworn on oath, did say that he is the President of the Lake Bottom Irrigation Company, the corporation whose name is subscribed to the foregoing instrument; that said instrument was executed in behalf of said corporation pursuant to a resolution passed by its Board of Directors.



Phillip V. Christensen
Notary Public
Residing at: Provo, Utah

My Commission Expires:
5-5-59

P.O. # 1 Box 357
Provo, Utah

BOOK _____ PAGE _____
THELMA VEST, CLERK
UTAH COUNTY RECORDER
DEPT. OF PUBLIC SAFETY
FEB 15 11 03 AM '57
ABSTRACTED _____ SEC. _____
PROOF READ _____ TP _____
INDEXED _____
FEE \$ 3.70 MAIL TO _____

George W. Cropper

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