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State of Utah }
County of Davis }
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Grace C. Stevenson
County Recorder

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On Margin Indexed
Compared Entered

AGREEMENT

~~THIS AGREEMENT~~ made and entered into this 16 day of December, 1947, by and between DAVIS AND WEBER COUNTIES CANAL COMPANY, a corporation of the State of Utah, hereinafter called "Canal Company", and MELVIN M. ADAMS and VERA B. ADAMS, his wife, and SPENCER D. ADAMS and BERTHA ADAMS, his wife, of Davis County, Utah, hereinafter called "Owners",

WITNESSETH:

That Whereas, the owners are and have been for some time, the owners of the East one-half of the Northeast quarter, and the Northeast Quarter of the Southeast Quarter of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and through which the canal of the Canal Company passes, and

WHEREAS, the owners have claimed that said lands so owned by them have been and will in the future be damaged by seepage from the canal of the Canal Company, and

WHEREAS, the Canal Company does not admit, but expressly denies that it is liable for any damages, but nevertheless is desirous of compromising and settling said claims of the said Owners and the differences between the parties.

NOW, THEREFORE, IT IS MUTUALLY AND JOINTLY AND SEVERALLY AGREED by and between the parties hereto as follows:

(1) That the Canal Company and the Owners have constructed a drain upon the said property of the owners, which said drain is more particularly described as follows:

The drain is located adjacent to and on the Southwest side of the Canal, running in a Southeasterly direction approximately 1,000 feet. The head of the drain is located approximately 900 feet west and 500 feet North from the Northeast corner of the Southeast Quarter of Section 7, Township 4 North, Range 1 West, Salt Lake Meridian,

and the Canal Company has agreed to pay toward the construction of said drain the sum of Five Hundred Thirty Five and 12/100 (\$535.12) Dollars, and in consideration of the payment of said sum by the Canal Company, the Owners agree and covenant to and hereby waive any claim to any seepage from

HOWELL, STINE & OLMSTEAD
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ATTORNEYS
OGDEN-UTAH

said canal and hereby agree and covenant to and hereby release and discharge the Canal Company from any and all damages which the Owners have claimed are caused by any seepage from said Canal, and hereby release and discharge the Canal Company from any and all claims for damages arising from the seepage of water from said canal or otherwise in the future, and from any and all damages that said lands may sustain by reason of seepage.

(2) The Owners further covenant and agree to keep in repair and maintain said drain at their sole cost and expense.

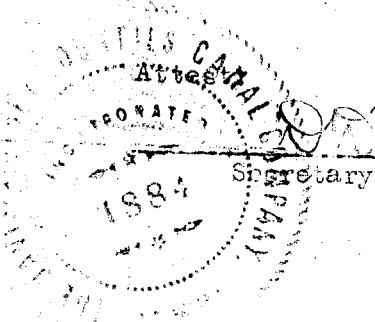
(3) This agreement and the covenants herein contained shall run with the land owned by the Owners as hereinbefore described.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this _____ day of December, 1947.

DAVIS AND WEBER COUNTIES CANAL COMPANY

H. J. Barnes
President

CANAL COMPANY



Secretary

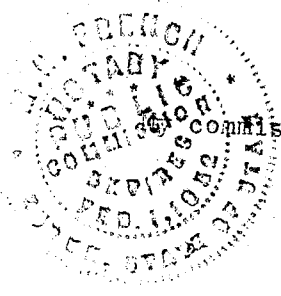
OWNERS

HOWELL, STINE & OLMSTEAD
ATTORNEYS
OGDEN - UTAH

STATE OF UTAH)
COUNTY OF Weber) ss

On this 3rd day of March, A. D. 1948, personally appeared before me H. J. BARNES and D. D. HARRIS, who being by me first severally sworn on oath did depose and say that the said H. J. Barnes is the President and D. D. Harris is the Secretary of Davis and Weber Counties Canal Company, a corporation of the State of Utah, maker of the within instrument and that said instrument was signed by them and the seal of said corporation affixed thereto by authority of a resolution of its Board of Directors, duly adopted, and said H. J. Barnes and said D. D. Harris severally acknowledged to me that said corporation executed the same.

M. H. French
Notary Public
Residing at



commission expires:

STATE OF UTAH)
COUNTY OF _____) ss

On the _____ day of _____, A. D. 1948, personally appeared before me, Alvin M. Adams and Mrs. A. Adams, his wife, and George E. Adams and Marie Adams, his wife, all of the makers of the within instrument, who acknowledged to me that they executed the same.

Notary Public
Residing at

commission expires:

HOWELL, STINE & OLMSTEAD
ATTORNEYS
OGDEN - UTAH