

Recorded at Request of State Water & Power Board JUN 4 1953
at 9:05 AM Fee paid \$0.00 Hazel Taggart Chase, Recorder Salt Lake County, Utah
By DR. T. REED Dep. Book 101/Page 60 Ref.
AGREEMENT

1332108

This agreement entered into this 8 day of May, 1953, in
duplicate, by and between the State of Utah, acting through the Utah Water and Power
Board, first party, and the Draper Irrigation Company, a corporation, organized under
the laws of the State of Utah, Second Party;

W I T N E S S E T H :

THAT WHEREAS, First and Second Parties did enter into a contract on April 1,
1952, which provided for the construction of an earth fill dam, located near Draper,
Salt Lake County, Utah, and which will create a reservoir of 74.02 acre-feet of water
capacity, and

WHEREAS, due to the high cost of the project in comparison with the amount of
water to be conserved by it, the Draper Irrigation Company has requested in writing that
the above referred to agreement, to construct a reservoir at Draper, Utah, be cancelled
and that all of the Irrigation Company's property conveyed to the Utah Water and Power
Board under the terms and requirements of the aforementioned agreement be reconveyed
to the Draper Irrigation Company, and

WHEREAS, the Draper Irrigation Company has executed a Release Form, attached here-
to, by which it does hereby release and forever discharge the Utah Water and Power Board
and the State of Utah from any and all obligation, liability or claim which may in any
manner arise out of or by reason of said agreement, and

WHEREAS, the Utah Water and Power Board at its regular meeting held February 14,
1953, passed a motion unanimously to cancel the aforesaid agreement and to reconvey the
aforesaid property conveyed to the Utah Water and Power Board under the terms of said
agreement, and

WHEREAS, in order to secure the release of both Parties from the aforesaid agree-
ment, and in order to reconvey the property formerly belonging to the Draper Irrigation
Company, and now recorded in the name of the Utah Water and Power Board,

NOW THEREFORE, the parties hereto enter into this agreement and make the
following covenants, assignments and conveyances:

1. The Second Party and the First Party hereby agree to the cancellation of the
aforesaid agreement between the two parties, dated April 1, 1952, in order that no terms
nor conditions of the aforementioned agreement will remain binding on either party.

2. The First party agrees to convey to the Second Party that property described
in a CONVEYANCE AND EASEMENT form, executed and dated July 29, 1952, by the Second Party
and recorded December 2, 1952, by and in the name of the First Party, the description
of the property being as follows:

The following land for the construction of a dam and reservoir, the description of same being as follows:

Beginning at the SE Cor. of NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 28, T3S., R1E., SLB&M; thence S 10°00' W - 278.0 Ft., thence S 45°00' W - 320.0 ft., thence S 27°30' W - 457.0 ft., thence S 46°26' E - 423.7 ft., thence N 52° 15' E - 358.0 ft., thence N 30°00' E - 1143.15 ft., and thence W 669.90 ft. to the point of beginning, the area containing 15.44 acres, more or less, located in Salt Lake County, Utah

The Irrigation system of the Draper Irrigation Company located in the following subdivision of land:

S E $\frac{1}{2}$ of Sec. 22, NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 27; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec. 28; NW $\frac{1}{4}$ and S $\frac{1}{2}$ Sec. 19; NW $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ Sec. 29; W $\frac{1}{2}$ Sec. 33; E $\frac{1}{2}$ and E $\frac{1}{2}$ W $\frac{1}{2}$ Sec. 32; E $\frac{1}{2}$ Sec. 18; W $\frac{1}{2}$ W $\frac{1}{2}$ Sec. 17; NE $\frac{1}{4}$ Sec. 30 all in T3S., R1E SLB&M, total area to be irrigated 2500 acres, located in Salt Lake County, Utah.

3. The First Party also agrees to convey to the Second Party that property described in CONVEYANCE OF PROPERTY form executed and dated July 29, 1952, by the Second Party and Recorded December 2, 1952, by and in the name of the First Party, the description of the property being as follows:

The following Water right; The right to divert and use the water of North Dry Creek in Salt Lake County as set forth in Decree No. 36237, awarded by the Third Judicial District Court of the State of Utah in and for Salt Lake County, dated September 14, 1928, in the case of Draper Irrigation Company, a corporation, Plaintiff, vs. Dry Creek Reservoir and Irrigation Company, a corporation, of the State of Utah, Defendant, conducted by Judge William W. McCrea; also, the right to the use of waters represented by Diligence Claim No. 47, in the State Engineer's office

In WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

BOARD OF EXAMINERS OF STATE OF UTAH
Governor Chas. W. Clegg
Secy. of State Samuel Flora
Attorney General E.R. Waller

APPROVED
FINANCE COMMISSION OF STATE OF UTAH:
W. M. McLeary

Chairman
J. B. Curtis
Commissioner
M. J. Murphy
Commissioner

UTAH WATER AND POWER BOARD
by J. W. Wren
Chairman
Joseph M. Tracy
Secretary

DRAPER IRRIGATION COMPANY
By Richard Carlson
President
W. S. Mickelson
Secretary

APPROVED AS TO FORM:
Robert M. Porter
Attorney General

STATE OF UTAH P :
: SS
COUNTY OF SALT LAKE: :

On the 16 day of April, 1953, personally appeared before me Richard Carlquist and W. S. Mickelsen, who being by me duly sworn, did say they are the President and Secretary, respectively, of the Draper Irrigation Company, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Richard Carlquist and W. S. Mickelson acknowledged to me that said corporation executed the same.

Alice Sorenson
NOTARY PUBLIC

Residing at Draper 28

My Commission Expires:

April 30, 1953

R E L E A S E

In consideration of the reconveyance by the Utah Water and Power Board of all property, easements and water rights heretofore conveyed by the Draper Irrigation Company, a corporation, to the Utah Water & Power Board under the terms and requirements of that certain contract entered into by and between the Utah Water & Power Board and the said Draper Irrigation Company on April 1, 1952, the said Draper Irrigation Company does hereby release and forever discharge the Utah Water & Power Board and the State of Utah from any and all obligation, liability or claim which may in any manner arise out of or by reason of said agreement.

In witness whereof the said Draper Irrigation Company has set its hand and seal this 16 day of April, 1953.

Richard Carlquist
President

W.S. Mickelson
Secretary

STATE OF UTAH }
COUNTY OF SALT LAKE)

On this 16 day of April 1953, personally appeared before me Richard Carlquist and W.S. Mickelson, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the Draper Irrigation Company and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said Richard Carlquist and W. S. Mickelson acknowledged to me that said corporation executed the same.

Alice Sorenson
Notary Public
Residing at: Draper Utah.

My Commission Expires:
April 30- 1953