

DAVIS-WEBER Co. CANAL Co.  
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OGDEN UTAH

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RUTH EAMES OLSEN  
WEBER COUNTY RECORDER  
DEPUTY *Margaret K. Cottle*

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AGREEMENT

THIS AGREEMENT made in duplicate this 27<sup>th</sup> day of

March, 1972, by and between THE DAVIS AND WEBER COUNTIES CANAL COMPANY, a Utah corporation, hereinafter called "The Canal Company," and UTAH POWER & LIGHT COMPANY, a Maine corporation, qualified to do business and doing business in the State of Utah, hereinafter called "The Power Company,"

W I T N E S S E T H:

WHEREAS, after various negotiations, transactions, and agreements, certain real property was conveyed by the Canal Company to the Power Company by Warranty Deed dated November 9, 1912; and,

WHEREAS, said negotiations, transactions, agreements and conveyances culminated in a certain agreement between the Canal Company and the Power Company dated November 18, 1913; and,

WHEREAS, the purpose of said agreements and conveyances was to convey to the Power Company a certain hydro-electric power plant and related facilities in Riverdale, Utah, and to establish a working agreement between the parties for the conveyance of water thereto, including the obligation of the Power Company to pay in full or in part the costs of operating and maintaining certain portions of the Canal Company's canal and to establish other relationships in connection therewith; and,

WHEREAS, the parties hereto have ever since that time maintained the relationships contemplated by said agreements and conveyances as they may have subsequently been amended by agreement or practice; and,

WHEREAS, the Power Company desires to discontinue the production of hydro-electric power at the Riverdale Plant and both parties desire to terminate their above described relationships and obligations in connection therewith;

NOW, THEREFORE, in consideration of the premises IT IS HEREBY AGREED as follows:

1. Effective March 1, 1972, the Power Company shall have no further interest in nor any obligation for maintenance, operation or otherwise as to the Canal Company's canal, rights of way and real property throughout Weber and Davis Counties, State of Utah, and the Power Company hereby conveys to the Canal Company all its right, title and interest in and to said canal, rights of way and real property, except as otherwise herein specifically reserved to the Power Company.

2. The Canal Company shall convey to the Power Company an easement to construct, operate and maintain a passive repeater microwave station on the following described tract of land in Weber County, State of Utah:

Beginning at a point S. 62° 56' W. 4661 feet, more or less, from the Northeast corner of Section 19, T. 5 N., R. 1 W., S.L.M., thence S. 6° 45' W. 30 feet, thence N. 83° 15' W. 30 feet, thence N. 6° 45' E. 30 feet, thence S. 83° 15' E. 30 feet to the point of beginning and containing 0.021 of an acre, more or less, and together with a right of ingress and egress for foot and vehicular traffic over the adjoining lands of the Canal Company.

3. The Power Company shall convey by Special Warranty Deed to the Canal Company fee simple and marketable title to

the real property outlined in red for illustrative purposes on the annexed map and particularly described as follows:

Tracts of land situate in Lot 2, Section 19, Township 5 North, Range 1 West, Salt Lake Meridian, Weber County, Utah, described as follows:

07-078-0003

Beginning on the South right of way line of the Davis and Weber Counties Canal at a point 68.3 feet South and 163 feet East from the Northwest corner of Lot 2, Section 19, T. 5 N., R. 1 W., S.L.M., and running thence S. 21° 55' E. 35.4 feet, thence S. 31° 13' E. 381.7 feet, thence S. 46° 55' E. 200 feet, thence S. 64° 22' E. 393.9 feet to said South right of way line, thence N. 46° 55' W. 925 feet along said right of way line to the point of beginning; containing 1.28 acres, more or less.

07-078-0036

Also, beginning on the North right of way line of the Davis and Weber Counties Canal at a point 248 feet South and 538 feet East, more or less, from the Northwest corner of Lot 2, Section 19, T. 5 N., R. 1 W., S.L.M., and running thence S. 47° 00' E. 200 feet, along said canal right of way line, thence N. 43° 00' E. 51 feet, thence N. 47° 00' W. 40.4 feet, thence N. 52° 48' E. 415 feet, more or less, to the Southwest right of way line of a county road, thence Northwesterly 110 feet, more or less, along said County road right of way line, thence S. 52° 48' W. 415 feet, more or less, thence N. 47° 00' W. 58 feet, thence S. 43° 00' W. 51 feet to the point of beginning, containing 1.28 acres, more or less.

Subject to a right of way for a roadway granted to the United States of America by court action on the 31st of January, 1944 in the District Court of the United States for the District of Utah, Northern Division filed as Civil Case No. 554.

Also, an undivided 300/725 interest in and to the following tracts of land situate in Lot 2, Section 19, Township 5 North, Range 1 West, Salt Lake Meridian, Weber County, State of Utah, described as follows:

Beginning at a point 173.5 feet South from the Northeast corner of Lot 2, Section 19, T. 5 N., R. 1 W., S.L.M., and running thence N. 65° 31' W. 95

07-078-0037

feet along the North line of a county road, thence S. 8° 31' W. 566.5 feet, more or less, to the North line of the Davis and Weber Counties Canal Company right of way, thence S. 72° 15' E. 176.2 feet, more or less, along said canal right of way line to the East line of said Lot 2, thence North 574.5 feet, more or less, along said East line of Lot 2, to the point of beginning; containing 1.66 acres, more or less.

07-078-0038

Also, beginning at a point 128.5 feet West and 111 Feet S. 52° 48' W. from the Northeast corner of Lot 2, Section 19, T. 5 N., R. 1 W., S.L.M., and running N. 59° 02' W. 42.8 feet, more or less, to the East boundary line of the Grantor's land, thence S. 52° 48' W. 469.9 feet and S. 47° 00' E. 40.4 feet along said East boundary line of Grantor's land, thence N. 52° 48' E. 479 feet to the point of beginning; containing 0.43 of an acre, more or less.

07-078-0039

Also, beginning at a point 128.5 feet West and 590 feet S. 52° 48' W. from the Northeast corner of Lot 2, Section 19, T. 5 N., R. 1 W., S.L.M., and running thence S. 47° 00' E. 451.5 feet, more or less, to the North line of the Davis and Weber Counties Canal Company right of way, thence N. 72° 15' W. 143.5 feet and N. 47° 45' W. 322.4 feet along said canal right of way line to the Southeasterly boundary line of the Grantor's land, thence N. 43° 00' E. 51 feet to the point of beginning, containing 0.51 of an acre, more or less.

Subject to a right of way for a roadway granted to the United States of American by court action on the 31st day of January, 1944, in the District Court of the United States for the District of Utah, Northern Division filed as Civil Case No. 554.

4. The Power Company shall grant to the Canal Company an easement in perpetuity over and across the Power Company's following described real property for the purpose of transporting in an open ditch, canal or closed pipeline, at Canal Company's option, not in excess of 150 cubic feet per second of water from the Canal Company's property to the Weber River. Said easement is more particularly described as follows, to-wit:

07-078-0912

Beginning at a county road and the Grantor's waste way in Lot 2, Section 19, T. 5 N., R. 1 W., S.L.M., and running thence Northeasterly along said waste way and the Grantor's tailrace to the Weber River in the SW 1/4 of the SE 1/4 of Section 18, Township and Range aforesaid and crossing over Lots 1 and 2, the NE 1/4 of the NW 1/4, the NW 1/4 of the NE 1/4 of said Section 19, the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of said Section 18.

The Power Company covenants that said grant of easement shall be free and clear of any and all liens or encumbrances of any nature.

5. The Power Company shall retain a perpetual easement over, along and across the canal right of way of the Canal Company only as to those power lines and facilities of the Power Company as they now exist, provided, however, that in the event the existing power lines or facilities should now or in the future interfere with the Canal Company's use, maintenance, operation, relocation, or improvement of the Canal Company's facilities or property, then in that event the Power Company shall relocate their power lines and facilities to such alternate location on the Canal Company's right of way as the Canal Company shall designate, all at the Power Company's sole cost and expense. The Power Company does hereby agree to indemnify and save harmless the Canal Company and third parties from any loss or damage resulting from the maintenance, operation or relocation of such power lines and facilities over, along, and across said right of way of the Canal Company.

6. Each party hereto releases and forever discharges the other, and their agents, employees, successors or assigns, from all sums of money, accounts, actions, claims, demands, and obligations arising out of the various negotiations, transactions, agreements and relationships hereinabove described except as

otherwise expressly set forth herein or arising out of this agreement, and except as to any unknown actions, claims or demands which may be made by any third parties.

7. In consideration of the mutual promises, covenants, releases and discharges herein contained, the Power Company shall pay to the Canal Company the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) in lawful money of the United States on or before March 15, 1972.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals, in duplicate, by their respective and duly authorized officers, the day and year first above written.

THE DAVIS AND WEBER COUNTIES CANAL COMPANY

By H. J. Barnes  
President

ATTEST:  
Virgie W. McGahan  
Secretary

UTAH POWER & LIGHT COMPANY

By John E. Anderson  
Vice President

ATTEST:  
Spencer W. ...  
Assistant Secretary

STATE OF UTAH )  
                  ) ss.  
COUNTY OF WEBER )

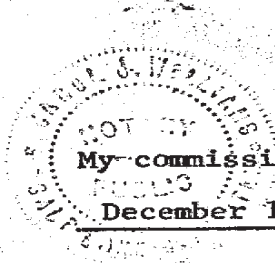
APPROVED  
H. Behmer  
CHIEF ENGINEER

APPROVED AS TO DESCRIPTION  
[Signature]

APPROVED AS TO COST  
[Signature] HJA

On the 27th day of March, A.D., 1972,  
personally appeared before me H. J. BARNES and VIRGIE MCGAHAN

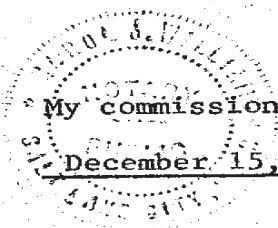
who being by me duly sworn, did say that they are the President and the Secretary, respectively, of the Davis and Weber Counties Canal Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said H. J. Barnes and Virgie McGahan acknowledged to me that said corporation executed the same.



Carol J. Williams  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

STATE OF UTAH            )  
                                  : ss  
COUNTY OF SALT LAKE )

On the 27th day of March, A.D., 1972,  
personally appeared before me JOHN S. ANDERSON and FRED L. MICKELSEN,  
who being by me duly sworn, did say that they are the Vice President  
and Assistant Secretary, respectively, of the Utah Power & Light  
Company, a corporation, and that said instrument was signed in  
behalf of said corporation by authority of a resolution of its  
Board of Directors and the said John S. Anderson and Fred L. Mickelsen  
acknowledged to me that said corporation executed the same.



Carol J. Williams  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah