

WHEN RECORDED, PLEASE RETURN TO:
Central Utah Water Conservancy District
626 East 1200 South
Heber City, UT 84032

Ent 295146 Bk 821 Pg 402-416
Date: 12-JAN-2006 8:31AM
Fee: None Filed By: MWC
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: CENTRAL UTAH WATER CONSERVANCY

NOTICE OF LOCATION OF EASEMENT

WHEREAS, that certain Notice of Interest, recorded on February 15, 2000, under Entry No. 00221819, Book 452, Page 503, of Records, Wasatch County, Utah, a copy of which is attached hereto as EXHIBIT "A" and incorporated by reference herein, was recorded by Wasatch County Special Service Area No. 1 (the "Service Area"), to document an unrecorded easement in favor of the Service Area for the purpose of construction, operation and maintenance of irrigation pipelines and related facilities (the "Easement"); and

WHEREAS, the Notice of Interest generally describes the property burdened by the Easement as that parcel described in Docket 98, Page 378, Wasatch County Recorder's Office, County Assessor Parcel No. OWC-0625-0-029-035 (the "Property"); and

WHEREAS, as set forth in the Notice of Interest, the Easement was granted to the Service Area by virtue of an Easement Agreement between the owner of the property described therein and the Service Area, a copy of which agreement(s) is attached hereto as EXHIBIT "B" and incorporated by reference herein; and

WHEREAS, the Notice of Interest provides that following completion of construction, the exact location of the Easement across the Property would be determined and appropriate documentation filed with the Wasatch County Recorder's Office; and

WHEREAS, construction has been completed and the exact location of the Easement has been determined.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN, that the exact location of the Easement referenced in the Notice of Interest is hereby documented as follows:

1. The Property burdened by the Easement is more particularly described in EXHIBIT "C" attached hereto and incorporated by reference herein.

2. The exact location of the Easement is identified in that certain document entitled WASATCH COUNTY WATER EFFICIENCY PROJECT, PIPELINE EASEMENTS, APRIL 2003 (the "Easement Book"), recorded on June 13, 2003, under Entry No. 259146, Book 0630, Pages 0752-0887, of Records, Wasatch County, Utah, under Lateral No. W-E, W-F, in recordation page(s) 807, 809 of the Easement Book.

DATED this 27 day of July, 2005.

WASATCH COUNTY SPECIAL SERVICE AREA NO. 1

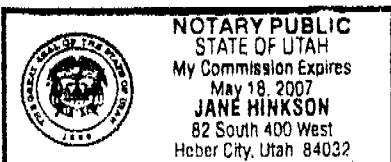
By:

Jonathan M Clegg
Its: Manager

STATE OF UTAH)
) ss.
County of Wasatch)

On the 27 day of July, 2005, appeared before me Jonathan Clegg, who duly acknowledged that the within and foregoing instrument was signed by him on behalf of Wasatch County Special Service Area No. 1 by authority of its Board of Trustees, and that said District executed the same.

Jane Hinkson
NOTARY PUBLIC



Ent 295146 Bk 0821 Pg 0403

EXHIBIT "A"
NOTICE OF INTEREST

LATERAL W-E, W-F

Ent 295146 Bk 0821 Pg 0404

When Recorded return to: Wasatch County Special Service Area No.1
2210 South Highway 40 - P.O. Box 87
Heber City, Utah 84032

~~00221819 Bk 00458 Pg 00503-00503
WASATCH CO RECORDER ELIZABETH N PARCELL
2000 FEB 15 14:47 PM FEE \$.00 BY MWC
REQUEST: WASATCH COUTNY SPECIAL SERVICE~~

NOTICE OF INTEREST

Wasatch County Special Service Area No.1 has an unrecorded easement across the following described parcel of real property located in Wasatch County, State of Utah, for the purpose of construction, operation and maintenance of irrigation pipelines and related facilities:

General Legal Description of Property

That certain real property located in Section 29 Township 3 South, Range 5 East as described in Docket 98, Page 378, Wasatch County Recorders Office. Affects County Assessor Parcel No. OWC-0625-0-029-035.

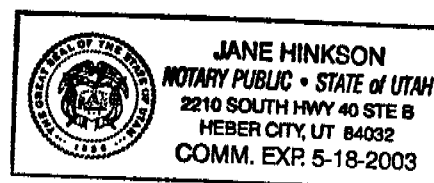
Following completion of construction, the exact location of the easement across the above-described property will be determined and the appropriate documentation filed with the Wasatch County Recorder's Office.

The easement was granted to Wasatch County Special Service Area No.1 by virtue of an Easement Agreement between the property owner HUTCHINSON ENTERPRISES INC, and Wasatch County Special Service Area #1, signed by DAVID HUTCHINSON and RAY HUTCHINSON, dated the 8TH day of FEBRUARY, 2000. A copy of the Easement Agreement is on file at the office of the Special Service Area, located at 2210 South Highway 40, Suite B, Heber City, Utah 84032 and may be inspected at that location during regular business hours.

Signature: Claude R. Hicken

Date: 2-14-00

Jane Hinkson



Ent 295146 Bk 0821 Pg 0405

EXHIBIT "B"
EASEMENT AGREEMENT(S)

PERMANENT EASEMENT

Ent 295146 Bk 0821 Pg 0406

I, HUTCHINSON ENTERPRISES, INC., hereby grant a permanent pipeline easement 25 feet wide within my property to Wasatch County Special Service Area #1 for construction and maintenance of an irrigation pipeline.

The disturbed ground surface and any improvements shall be restored to as good or better as pre-existing conditions upon completion of construction as required in the construction contract.

___ Exhibit A shows the location of the temporary construction area.

X The permanent pipeline easement is ^{RXH} ~~THE EASTERN~~ ^{WESTERLY} 25 FEET OF THE EXISTING PERMANENT EASEMENT ACQUIRED BY THE USA BY CONTRACT DATED SEPTEMBER 30, 1999 FOR THE WASATCH CANAL, COPY ATTACHED.

Affected assessor parcel number(s): 625 IN SEC 29 T3S, R5E

Signed: [Signature] Date: 2/8/2000

Signed: [Signature] Date: 2/8/2000

Witness: [Signature] Date: 2/8/2000

Contract No. _____

Parcel Nos. WCWEP-W-0625-0(P)
WCWEP-W-1146-5(P)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

WASATCH CANAL
WASATCH COUNTY WATER EFFICIENCY PROJECT
BONNEVILLE UNIT, CENTRAL UTAH PROJECT

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made this 30th day of September, 1999, in pursuance of the Act of June 17, 1902 (32 STAT.388), and the Act of April 11, 1956 (70 Stat. 105), and Acts amendatory thereof or supplementary thereto, and pursuant to the provisions of the Reclamation Projects Authorization Act of 1992 (Public Law 102-575), between THE UNITED STATES OF AMERICA, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and

HUTCHINSON ENTERPRISES, INC.

hereinafter styled Grantor,

WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

1. The Grantor does hereby sell and by this Contract and Grant of Easement, with covenants of warranty, grant to the United States, free of lien or encumbrance, except as otherwise provided herein, the following described interests in real property situated in the County of Wasatch, State of Utah, to-wit:

A perpetual easement including the right of ingress and egress to construct, reconstruct, realign, enlarge, improve, relocate, repair, operate, and maintain the Wasatch Canal (hereinafter referred to as the "canal"), and appurtenant structures, on, over, under, or across the following-described property:

PARCEL NOS. WCWEP-W-0625-0(P)/WCWEP-W-1146-5(P) (Perpetual Easement)

All that portion of the Hutchinson Enterprises, Inc. property, situate in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-nine (29), Township Three (3) South, Range Five (5) East, Salt Lake Base and Meridian, included within a strip of land Sixty-five (65.00) feet wide, Twenty-five (25.00) feet right or westerly and Forty (40.00) feet left or easterly from the centerline of the Wasatch Canal, from Station 189+03 to 195+82:

Beginning at a point in the centerline of the Wasatch Canal (Station 189+03), as said centerline is depicted on

the Exhibit A (attached hereto and hereby made a part hereof), which point is Twenty-two Hundred Ninety-one and Seven Hundred Sixty-five Thousandths (2291.765) feet South and Six Hundred Two and Fifty-one Hundredths (602.51) feet East from the North Quarter corner of said Section 29 (Original Stone); thence South 30°11'33" East Three and Thirty-four Hundredths (3.34) feet to the point of tangency of a Two Hundred Thirty and Thirty-Hundredths (230.30)-foot radius curve to the right; thence southerly Seventy-two and Sixty Hundredths (72.60) feet along the arc of said curve; thence South 12°07'55" East Seventy-six and Forty-eight Hundredths (76.48) feet to the point of tangency of a One Hundred Eight and Fifty-nine Hundredths (108.59)-foot radius curve to the left; thence southeasterly Forty-five and Sixty-five Hundredths (45.65) feet along the arc of said curve; thence South 36°13'11" East Fifty and Fifty-three Hundredths (50.53) feet to the point of tangency of a Three Hundred Eighty-seven and Seventy-two Hundredths (387.72)-foot radius curve to the left; thence southeasterly One Hundred Fifteen and Sixty-two Hundredths (115.62) feet along the arc of said curve; thence South 53°18'20" East Fifty-six and Fifty-two Hundredths (56.52) feet to the point of tangency of a Twenty-five (25.00)-foot radius curve to the right; thence southerly Thirty-two and Forty-five Hundredths (32.45) feet along the arc of said curve; thence South 21°03'12" West One Hundred Eighty-five and Nine Hundredths 185.09 feet to the point of tangency of a Four Hundred Twenty-five and Thirty-nine Hundredths (425.39)-foot radius curve to the right; thence southeasterly Forty and Eighty-four Hundredths (40.84) feet along the arc of said curve to a point (Station 195+82) Nineteen Hundred Sixty-eight and Thirty-three Hundredths (1968.33) feet West and Twenty-four Hundred Forty-four and Sixty-nine Hundredths (2444.69) feet North from the Southeast corner of said Section 29 (Brass Cap).

Less that portion that lies within the Valley Properties property described and recorded as Entry No. 191253, in Book 338, at pages 208-209 in the office of the Wasatch County Recorder, Utah.

The sideline boundaries of said strip are to be shortened or extended so as to begin on said northerly boundary line and end on said southerly boundary line of said property boundary.

Parcel Nos. WCWEP-W-0625-0(P)/WCWEP-W-1146-5(P) contain Ninety Hundredths (0.90) of an acre, more or less.

1a. The Grantor warrants that Grantor is the owner of the real property whereon the above-described easement lies.

1b. The Grantor, for himself, his successors and assigns, agrees that, within the perpetual easement area described herein: (i) no buildings or structures of a permanent nature will be constructed and no trees will be planted; (ii) removal of materials from or placement of materials upon the area shall be subject to written approval of the United States, its agents or assigns; (iii) future easements to third parties on, over, under, or across the area will be subject to the written approval of the United States, its

W-E

MAINLINE EASEMENT AGREEMENT

I HUTCHINSON ENTERPRISES INC., do hereby grant unto Wasatch County Special Service Area No. 1 otherwise known as WCSSA #1 and their successors or assigns, a temporary construction easement of approximately 40 feet left of centerline of Irrigation pipeline and 10 feet right of centerline of Irrigation pipeline for the purpose of installation of the Irrigation pipeline. The temporary construction easement will expire ~~3 years from the date of October 3, 1998~~ Dec 31, 2000. All distances are from centerline right or left of Irrigation pipelines looking in the direction of the flow of water in the Irrigation pipeline.

I HUTCHINSON ENTERPRISES INC, do hereby grant unto Wasatch County Special Service Area No. 1 otherwise known as WCSSA#1, and their successors or assigns, a permanent easement of approximately 10 feet left of centerline of Irrigation pipeline and 10 feet right of centerline of Irrigation pipeline for the purpose of operation and maintenance of said Irrigation pipeline and turnout or turnouts. The permanent easement will be recorded among the records of the County Recorder.

Said easements are situated in the County of Wasatch, State of Utah and are shown in attachment Exhibits A and B. Property that the Irrigation pipeline traverses is located Sec 29 T. 3S R. 5E .

The undersigned gives the right to the contractor for construction and WCSSA #1 staff, CUWCD, or agents to enter onto the property for inspections, operation and maintenance of the Irrigation pipeline and turnout or turnouts. The participant will grant this easement for the right to use the delivery Irrigation pipeline.

The contractor shall restore the disturbed area to pre-existing conditions as required in the construction contract. The negotiation for the restoration of land and/or property is between the landowner and the contractor with the assistance of the WCSSA#1.

This easement is a legally binding document and cannot be altered without the agreement of all signatory parties.

Signed: [Signature] Date: 2/8/2000

Signed: [Signature] Date: 2/8/2000

Witness: [Signature] Date: 2/8/2000

W-E
W-F

TURNOUT EASEMENT AGREEMENT

I, HUTCHINSON ENTERPRISES INC, do hereby grant unto Wasatch County Special Service Area #1 otherwise known as WCSSA #1, and their successors or assigns, a construction easement of approximately 25 feet in all directions from centerline of the landowner's turnout. The construction easement expires ~~3 years from the date of October 3, 1998.~~ DEC 31, 2000.

I, HUTCHINSON ENTERPRISES INC, do hereby grant unto Wasatch County Special Service Area #1, otherwise known as WCSSA#1, and their successors or assigns, a permanent easement of approximately 10 feet in all directions from centerline of the landowners turnout or turnouts. This easement is for the purpose to operate and maintain the turnout. The permanent easement will be recorded on the County Recorder's records.

The turnout or turnouts are located on attached exhibits A and B. The location is Sec. 29 T. 3S R. 5E .

The undersigned gives the right to the contractor for construction and WCSSA #1 staff, CUWCD, or agents to enter onto the property for inspection, operation and maintenance of the turnout or turnouts with their appurtenances. The participant will grant this easement for the right to use the delivery pipeline.

The contractor shall restore the disturbed area to pre-existing conditions, as required in the construction contract. The negotiation for the restoration of land and/or property is between the landowner and the contractor with the assistance of the WCSAA #1.

This easement is a legally binding document and cannot be altered without the agreement of all signatory parties.

Signed: [Signature]

Date: 2/8/2000

Signed: [Signature]

Date: 2/8/2000

Witness: [Signature]

Date: 2/8/2000

Ent 295146 N 0821 Pg 0411

W-E
T 40' LT 10' RT
P 10' LT 10' RT

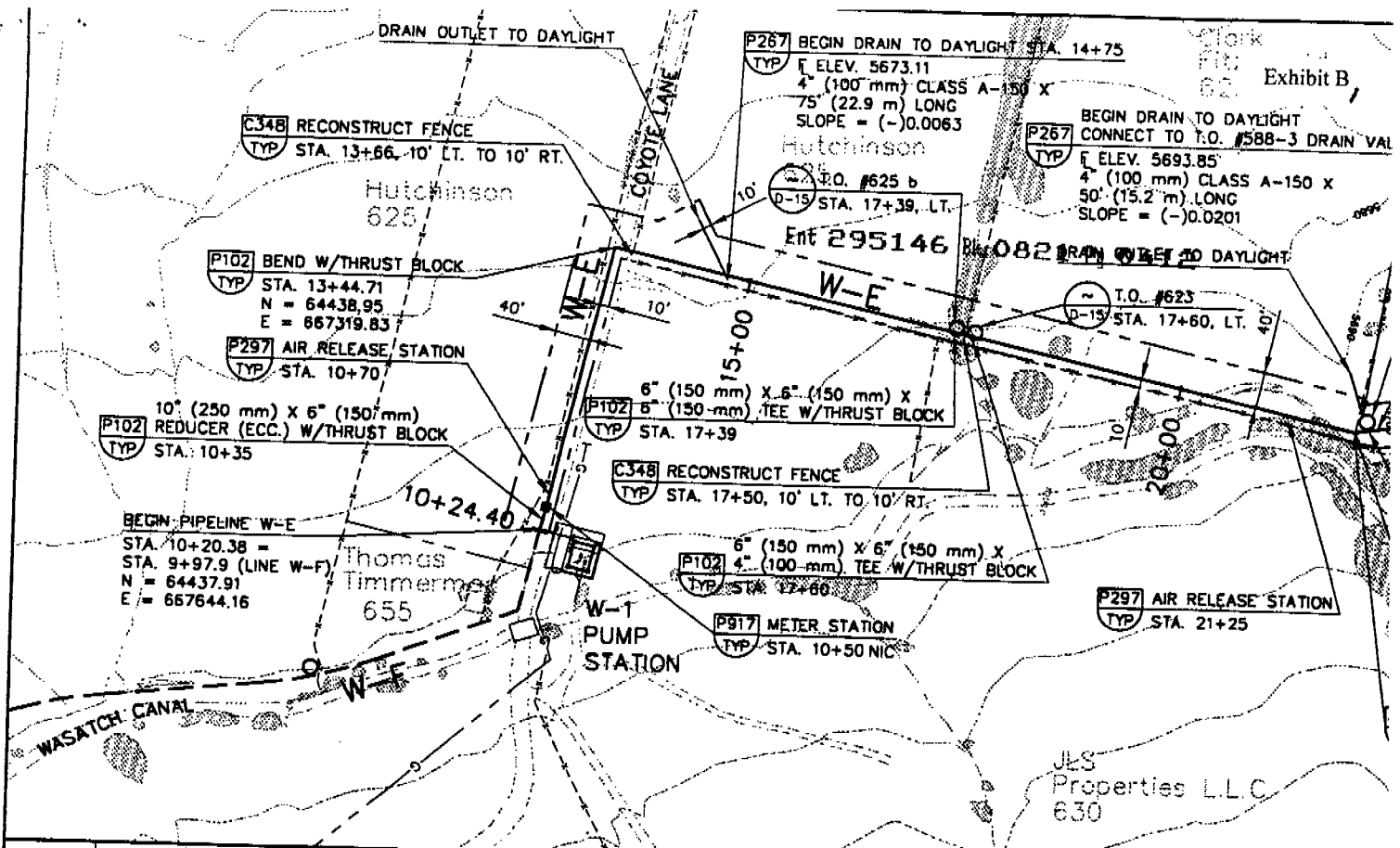
W-E
T 40' LT 10' RT
P 10' LT 10' RT

W-F
T 20' LT 30' RT
P 10' LT 10' RT

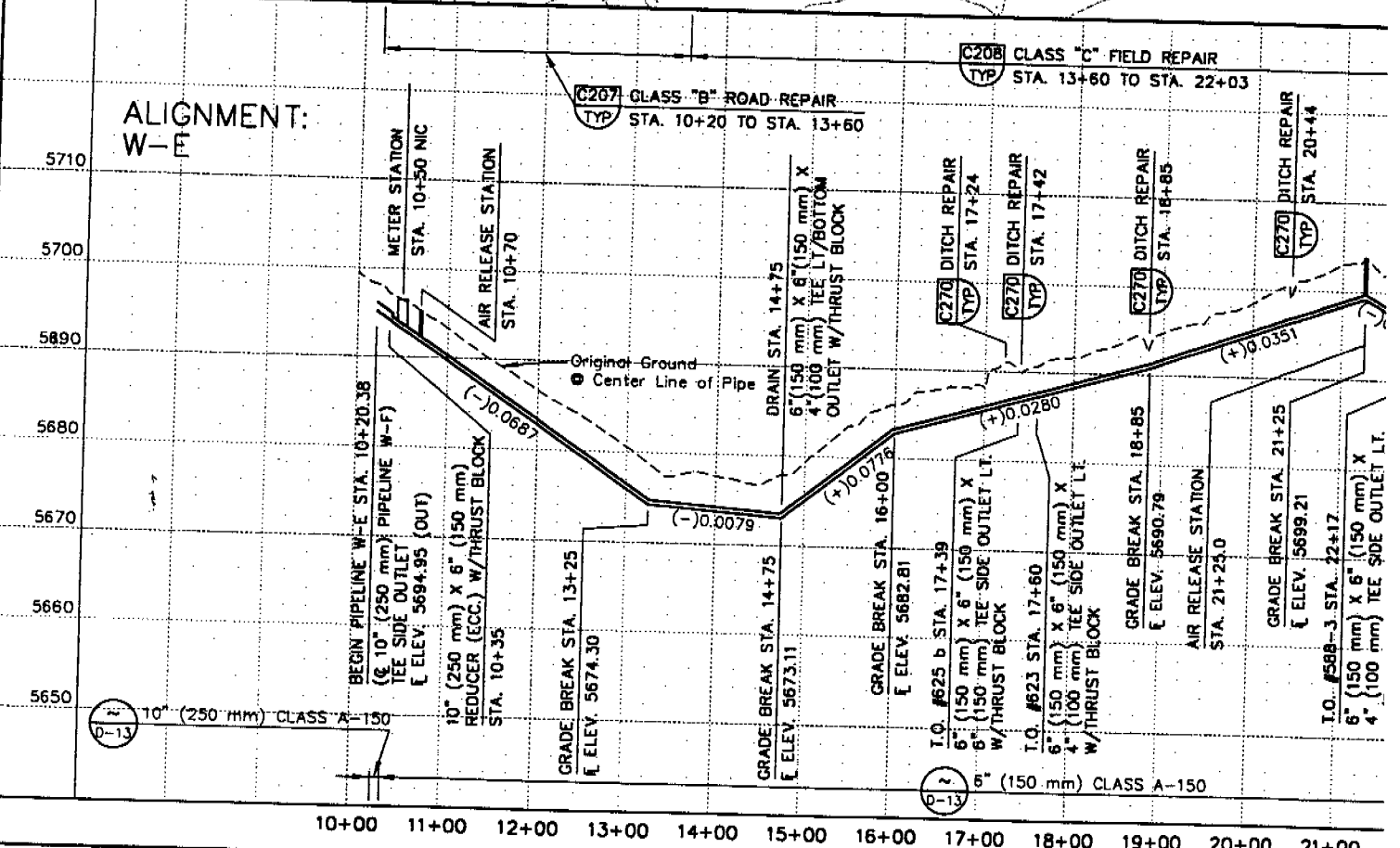
Coyote Lane

Northwest

FILE No. M:\WORK\ACAD\arj-dwg\pin-pro\W-E\ P-37.dwg 12/28/99 08:05 charlie

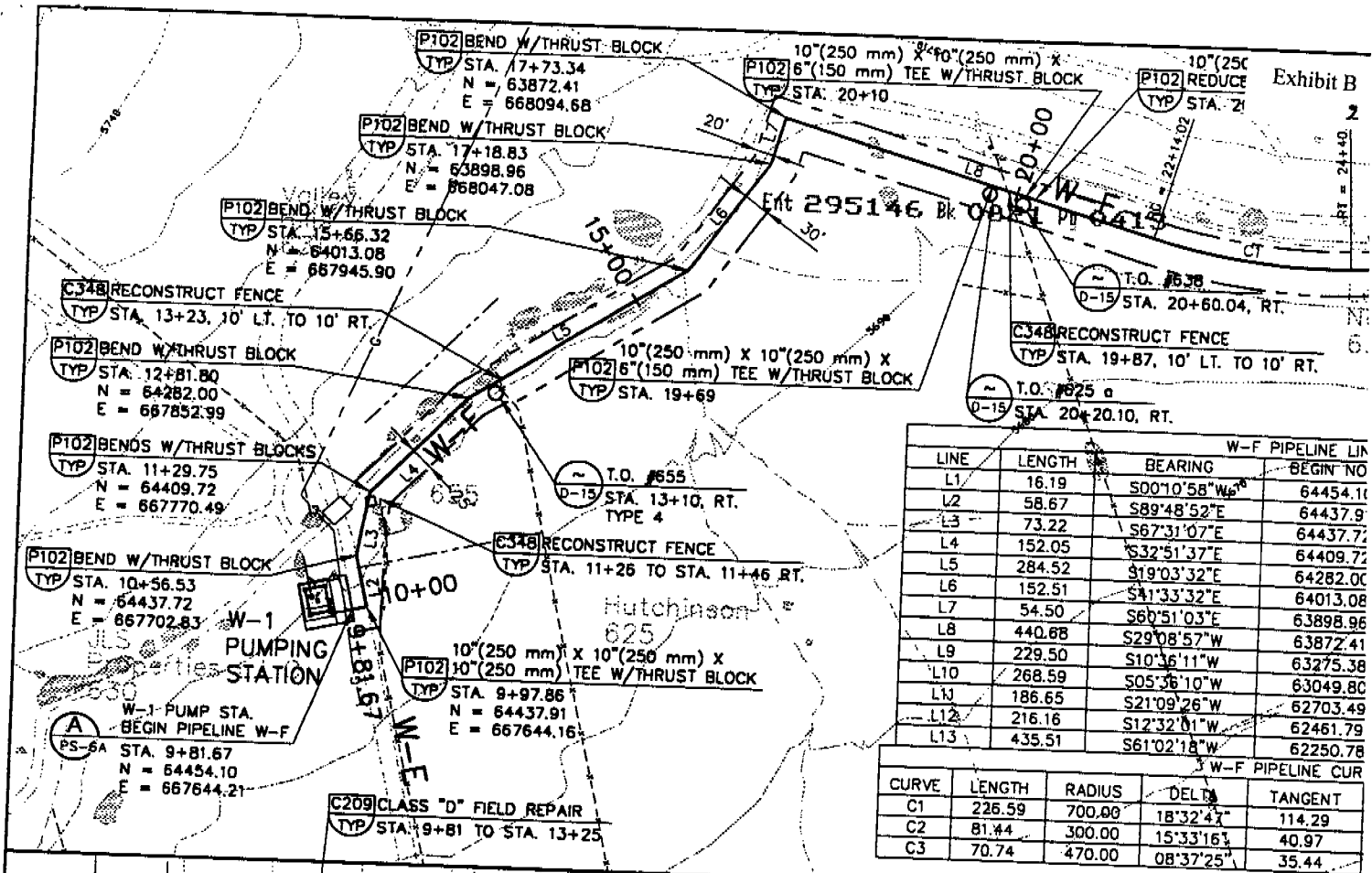


Clark
P10
62
Exhibit B



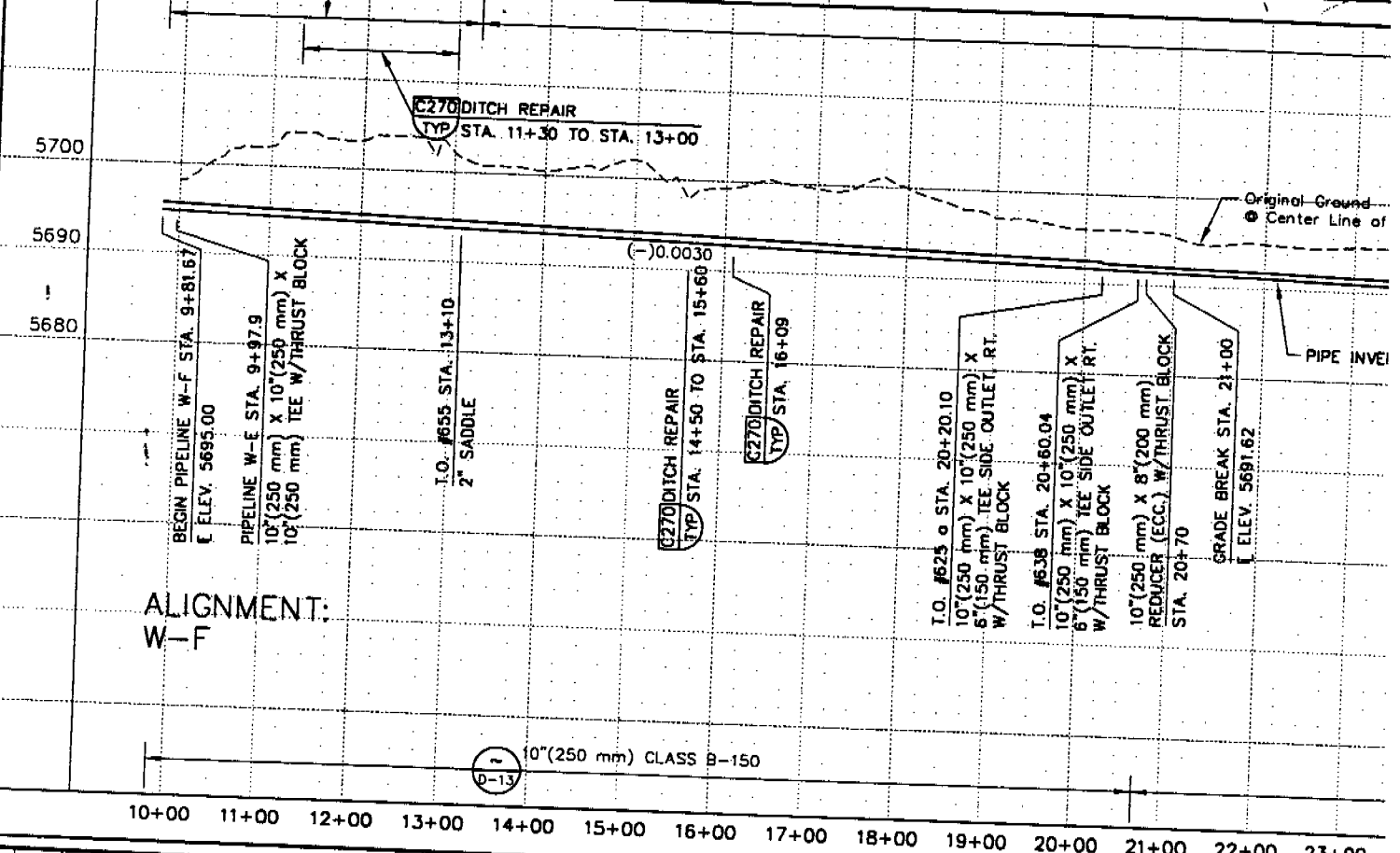
REV	DATE	BY	DESCRIPTION

<p>SCALE:</p> <p>1" = 10' VERT.</p> <p>1" = 100' HORIZ.</p>	<p>WARNING</p> <p>0 1/2 1</p> <p>IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.</p>	<p>DESIGNED: S. ROMNEY</p> <p>DRAWN: D. CARPENTER</p> <p>CHECKED: M. BREITENBACH</p>
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LINE	LENGTH	BEARING	W-F PIPELINE LIN BEGIN NO
L1	16.19	S00°10'58"W	64454.11
L2	58.67	S89°48'52"E	64437.9
L3	73.22	S67°31'07"E	64437.7
L4	152.05	S32°51'37"E	64409.72
L5	284.52	S19°03'32"E	64282.00
L6	152.51	S41°33'32"E	64013.08
L7	54.50	S60°51'03"E	63898.96
L8	440.68	S29°08'57"W	63872.41
L9	229.50	S10°36'11"W	63275.38
L10	268.59	S05°35'10"W	63049.80
L11	186.65	S21°09'26"W	62703.49
L12	216.16	S12°32'01"W	62461.79
L13	435.51	S61°02'18"W	62250.78

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	226.59	700.00	18°32'47"	114.29
C2	81.44	300.00	15°33'16"	40.97
C3	70.74	470.00	08°37'25"	35.44



FILE NO. P:\WCWEP\ACAO\ORIG_DWG\PLN_PRO\W-F P-39COPR39.dwg 12/28/99 DCARPENTER

REV	DATE	BY	DESCRIPTION

SCALE:
1" = 10' VERT.
1" = 100' HORIZ.

WARNING
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

CONTOUR INTERVAL:
10'
INTERMEDIATE: NONE

DESIGNED S. ROMNEY
DRAWN D. CARPENTER
CHECKED M. BREITENBACH

EXHIBIT "C"
LEGAL DESCRIPTION OF THE PROPERTY

BEGINNING at a point 2.75 chains West and 25 links South from the Northeast corner of section 30, in Township 3 South of Range 5 East of the Salt Lake Base and Meridian, and running thence South 0 degrees 48' West 20 chains; thence North 89 degrees 12' West 10 chains; thence North 0 degrees 48' East 20 chains; thence South 89 degrees 12' East 10 chains to the place of beginning.

ALSO beginning 9.20 chains North of the Southwest corner of the Northwest quarter of Section 29, in Township 3 South of Range 5 East of the Salt Lake Meridian and running thence South 89 degrees 12' East 28 rods 10 links; thence North 0 degrees 48' East 40 rods 10 links; thence North 89 degrees 12' West 29 rods 5 links; thence South 40 rods 5 links to the place of beginning.

ALSO beginning 36 rods 20 links North of the Southeast corner of the Northeast quarter of Section 30, in Township 3 South of Range 5 East of the Salt Lake Meridian; and running thence West 13 rods 15 links; thence North 0 degrees 48' East 40 rods; thence East 12 rods 20 links; thence South 40 rods to the place of beginning.

ALSO beginning 27.60 rods East and South 5 rods from the Southwest corner of the Northwest quarter of Section 29, in Township 3 South of Range 5 East of the Salt Lake Meridian; and running thence East 15.42 chains; thence North 2 degrees 30' East 20.15 chains; thence North 89 degrees 12' West 15.78 chains; thence South 0 degrees 48' West 20.31 chains to the place of beginning. EXCEPTING therefrom that portion thereof contained within the lines of highway known as Project No. 019-1 as conveyed to the State Road Commission of Utah by Warranty Deed, dated December 12, 1957, recorded February 6, 1958 in Book 32 at Page 90.

TOGETHER with all water and water rights used upon or appurtenant to the above described property of every kind and nature, however evidence, owned by Grantors, including but not limited to three shares of the Capitol Stock of the Wasatch Irrigation Company, 17 shares of the Capitol Stock of the North Field Irrigation Company, (reorganized) and one-third of the London Spring.

TOGETHER with all improvements thereon and appurtenances belonging to the above described land including all easements and rights of way heretofore and now used upon or in connection with said land.

BEGINNING at a point 2.10 chains East of the Southwest corner of the Southeast quarter of the Northwest quarter of Section 29, in Township 3 South of Range 5 East of the Salt Lake Meridian; and running thence North 2 degrees 30' East 8.70 chains; thence East 17.52 chains to the East line of the aforesaid quarter section; thence South 8.70 chains to the Southeast corner of the Northwest quarter of said Section 29; thence West 17.90 chains to the place of beginning.

EXHIBIT "C"
LEGAL DESCRIPTION OF THE PROPERTY

ALSO THE TRACT: Beginning 22.33 chains East of the Northwest corner of the Southwest quarter of said Section 29; and running thence East 17.89 chains to the Northeast corner of the Southwest quarter of said Section 29; thence South 4.91 chains; thence South 82 degrees 15' West 18.53 chains; thence North 3 degrees East 7.37 chains to the place of beginning.

EXCEPT the tract beginning at a point which is 22.33 chains East and South 3 degrees West 86.42 feet from the Northwest corner of the Southwest quarter of said section 29 and running thence East 276.325 feet; thence South 358.997 feet; thence South 82 degrees 15' West 300 feet; thence North 3 degrees East 400 feet to the point of beginning. Are 2.49 acres.

ALSO THE TRACT: Beginning at the Northwest corner of the Southeast quarter of said Section 29; and running thence South 4.91 chains; more or less, to the established line between the lands of Edward D. Clyde and Lynn Clyde and the lands of L. Dean Clyde and Miles Clyde; thence North 82 degrees 15' East on and along the Course of said established line 11.15 chains to a fence on the East bank of Wasatch Canal; thence North 13 degrees 45' East 3.50 chains to a point on the East slope of the West bank of said canal; thence West 11.88 chains to the place of beginning.

ALSO THE TRACT: Beginning at the ~~W~~^Southwest corner of the Northeast quarter of said Section 29; and running thence East 11.88 chains; thence North 36 links; thence North 31 degrees 15' West 9.09 chains; thence North 49 degrees 20' East 1.14 chains; thence West 8 chains, more or less to the quarter Section Line; thence South 8.70 chains to the place of beginning. **EXCEPTING** from this tract of land the following: Beginning at a point at the Northeast corner of lands of Lester M. Jones and LaVon H. Jones, husband and wife, which point is North 8.70 chains and East 8 chains, more or less, from the Southwest corner of the Northeast quarter of Section 29, in Township 3 South of Range 5 East of the Salt Lake Base and Meridian; said point being on the East bank of the Wasatch Canal; and running thence West 12.65 rods; thence South 12.65 rods; thence East to the fence on the East bank of said Wasatch Canal; thence North 31 degrees 15' West to a point South 49 degrees 20' West 1.14 chains from the place of beginning; thence North 49 degrees 20' East 1.14 chains to the place of beginning.

ALSO THE TRACT: Beginning at a point 24.13 rods East and North 1 degrees 02' East 34.44 rods from the Southwest corner of Section 29, in Township 3 South of Range 5 East of the Salt Lake Meridian; and running thence North 1 degrees 02' East 20 rods; thence South 88 degrees 58' East 42 rods; thence South 1 degrees 02' West 20 rods; thence North 88 degrees 58' West 42 rods to the place of beginning.

ALSO THE TRACT: Beginning at a point 25.55 chains South of the Northwest corner of the Northeast quarter of Section 29, in Township 3 South of Range 5 East of the

EXHIBIT "C"
LEGAL DESCRIPTION OF THE PROPERTY

Salt Lake Meridian; and running thence West 17.27 chains; thence South 2 degrees 30' West 3.50 chains; thence East 2.50 chains; thence South 2.25 chains; thence East 15.02 chains; thence North 5.75 chains to the place of beginning.

ALSO THE TRACT: Beginning at a point 87 rods South and 3.80 rods East from the Southwest corner of the Northwest quarter of section 29, in Township 3 South of Range 5 East of the Salt Lake Meridian; and running thence South 1 degrees 02' West 40 rods; thence South 89 degrees 12' East 22 rods; thence North 1 degrees 02' East 40 rods; thence North 88 degrees 58' West 22 rods to the place of beginning.

TOGETHER with all improvements thereon and appurtenances thereunto belonging, including all water and water rights however evidenced.