

FILED
Fourth Judicial District Court
of Utah County, State of Utah

Mar. 29, 1991
CARMA B. SMITH, Clerk

[Signature]
Deputy

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ENT 69918 BK 3521 PG 837
NINA B REID UTAH CO RECORDER BY MB
1994 SEP 1 11:04 AM FEE 54.00
RECORDED FOR WINN DITCH CO

Attorney for Plaintiff

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH

AMERICAN FORK IRRIGATION)
CO., et al.,)

Plaintiffs,)

v.)

PLAT Q PARTNERSHIP, et al.,)

Defendants.)

J U D G M E N T

Civil No. CV 86 1493
Judge Boyd L. Park

The Trial in the above-entitled matter came on regularly for hearing on the 22nd day of January, 1991, before the Honorable Boyd L. Park, plaintiffs being present and being represented by their attorney, Richard S. Nemelka, the Alpine Country Club being present and being represented by its attorney, John H. Jacobs, and The Church of Jesus Christ of Latter-day Saints being represented by Allan M. Swan and defendants, D. Ray and Susan LeBaron, Yucus and Mary Inouye, Plat "Q" Partnership, Clyde and Fae Naylor, Kay L. Jacobs, Mary P. Jacobs, Ryan and Michelle Davis, and Larry Mendenhall, Nora P. Wootton and Noall T. Wootton and Dave McMullin, being represented by Noall T. Wootton being represented by Noall T. Wootton and John H.

Jacobs and the following defendants being present and representing themselves, Lonnie and Nannette Adams, Plat Q Lot 3; Blair Fuller, representing his father, Mr. Roger T. Fuller, Plat Q Lot 10; John Lacognata, Plat P Lot 5; Robert Lux, Plat P Lot 3; Christi Wong, Plat Q Lot 1; Keith Adamson, Plat Q Lot 3 and Plat L, Lot 1; Hazel Green, Lot 11 Plat C; Sherri Casson, Plat H, Lot 1; Heber Fuller, Plat D Lot 12; for and in behalf of Heber and Nancy Fuller; Klyde Peterson, Plat J Lot 5; Ronald Bate and Rayetta Bate, Lot 76 Plat I; Richard J. Dudley for himself and wife, Ann, Plat C Lot 2; Mildred Kehl and Frank Kehl, Plat C Lot 13, and all other defendants having failed to appear, and the Court having entered their default and proffers of evidence having been made by the plaintiffs and stipulations having been entered into by and between the parties and having read upon the record and all of those parties present either individually or through counsel having stipulated and agreed to said stipulations and other defendants having previously entered into written stipulations, the same of which has been filed with the Court and the Court having approved the same and being fully advised in the premises and the Court having previously granted a partial Summary Judgment in favor of the plaintiffs, and the Court having entered its Findings of Fact and Conclusions of Law and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That the plaintiffs, American Fork Irrigation Company, Winn Ditch Company and Lehi Irrigation Company, be and the same are hereby granted a present and continuing easement to use the respective irrigation ditches more particularly described in Exhibits "A", "B", "C" and "D", attached hereto and incorporated herein by reference, to carry water and to use, clear, clean, dredge and maintain said ditches and to deposit the dredgings on the banks of said ditches.

2. That the widths of the respective easements shall be and are hereby granted and awarded as follows:

(a) That the width of the aforesaid easement of Lehi Irrigation Company on the Lehi Ditch shall be 20 feet from the center line on each side of the existing ditch for a total easement of 40 feet;

(b) That the width of the aforesaid easement of Lehi Irrigation Company on the Lehi Upper South Ditch shall be 15 feet from the center line on each side of the existing ditch for a total easement of 30 feet;

(c) That the width of the aforesaid easement of Winn Ditch Company on the Winn Ditch shall be 15 feet from the center line on each side of the existing ditch for a total easement of 30 feet;

(d) That the width of the aforesaid easement of American Fork Irrigation Company on the American Fork Ditch shall be 25

feet from the center line on each side of the existing ditch for a total easement of 50 feet.

3. That the aforesaid easements and the widths thereto be and the same are hereby granted on all property and lots bordering the respective ditches owned by all defendants herein and their successors-in-interest including any non-appearing defendants, said easements being more particularly described in Exhibits "A", "B", "C" and "D" attached hereto.

4. That plaintiff, Lehi Irrigation Company, shall not interfere with the existing fence erected by defendant, Church, if the same is found to be within the easement granted to Lehi Irrigation Company and, further, shall not make any claim to any easement within the property enclosed by said fence. Further, based upon the Stipulation of the parties which has been incorporated herein the complaint against the Church by Lehi Irrigation Company is hereby dismissed with prejudice.

5. That the ingress and egress of the respective irrigation companies to their respective ditches shall be mutually agreed upon between said irrigation companies and the respective property owners, including Alpine Country Club.

6. The respective irrigation companies shall give five (5) days written notice to Alpine Country Club before they commence their annual repair and maintenance of said ditches. Further, the parties may agree to allow Alpine Country Club to assist in the cleaning of the respective ditches.

7. That the respective irrigation companies shall not enter onto Alpine Country Club's property to clean or maintain the respective ditches during times when the Club has tournaments scheduled, provided, however, that in the event of an emergency then such measures may be taken by the irrigation companies to remedy said emergency.

8. That the respective irrigation companies shall keep their equipment within the boundaries of their respective easements and shall exercise reasonable effort to protect the Alpine Country Club's tee boxes and fairways and greens.

9. That the respective irrigation companies shall not use track equipment near or on the tee boxes or greens but shall use rubber tired vehicles near those areas.

10. That the respective irrigation companies and Alpine Country Club shall cooperate with the other party so that each may use and enjoy their respective property rights to the highest degree possible and that such use and enjoyment shall not be inconsistent with the other's property rights. Further, the irrigation companies shall not unreasonably withhold permission to Alpine Country Club for erecting improvements, fences or walls which may be deemed as obstructions, either over or near the ditches. However, Alpine Country Club shall first obtain written permission from the respective irrigation companies before erecting any such improvement.

11. That the respective irrigation companies and Alpine Country Club shall not remove any living trees and shrubbery that border the ditches and that are within the described easement without the written consent of the other party. However, dead trees and shrubs may be removed at any time by either party. Further, the respective irrigation companies may trim and cut down and clear way any and all trees and shrubs now or hereafter within the easement which in the opinion of the irrigation companies may be a hazard or an obstruction to the free flow of water in the ditches or that may prevent the respective irrigation companies from cleaning the respective irrigation ditches.

12. That in the event the Alpine Country Club sells any of the following lots, Lot 59 in Plat I, Lot 80 in Plat I, Lot 2 in Plat J and Lot 11 in Plat N, then the respective irrigation companies shall exercise good faith and, if possible, maintain and repair the respective ditches from the side of the ditch that is still owned by Alpine Country Club.

13. That the Lehi Irrigation Company be and the same is hereby granted the easement described above to the ditch area underneath the deck placed by Alpine Country Club immediately north of the clubhouse and over the Lehi Main and Upper South ditches until such time that Alpine Country Club installs a pipe and grate in said area. The size and type of pipe and grate to

be installed shall be in accordance with the present rules and regulations of said irrigation company for said ditch. In the event Alpine Country Club installs said pipe and grate then the Lehi Irrigation Company shall have a utility easement to the area which shall be piped and covered by said deck. Further, the grate to be installed by Alpine Country Club shall be sufficient to keep the free flow of water going through the installed pipe.

14. That the areas of the aforesaid easements shall be recorded based upon the respective property descriptions as agreed upon between the plaintiffs and Alpine Country Club or as agreed upon by their respective engineers, to-wit: Clyde Naylor and Horrocks Engineering. In the event there is any dispute as to the center line of the respective irrigation ditches then the existing ditches shall have precedence over any disputed survey.

15. All existing easements shall be conformed to the Order entered herein.

16. The respective irrigation companies shall be responsible to make sure that none of the dredges that are taken from the respective ditches shall be deposited outside of the width of their respective easements;

17. The lis pendens that has been filed of record by the respective irrigation companies shall be released upon the recordation with the Utah County Recorder's Office of the easements awarded herein.

18. That the property owners bordering the American Fork Irrigation Ditch in Plat "P" and Plat "Q", Alpine Country Club Subdivision, shall have the option to install continuous piping and applicable grating between Canyon View Drive and 4800 West including lots 1 and 13 of Plat P in Highland, Utah, to carry the irrigation water in that portion of the American Fork Irrigation Ditch. Further, said property owners shall be responsible for any and all expenses for the purchase of the materials including the piping and grating and the American Fork Irrigation Company shall be responsible for installing the same.

19. That the property owners bordering the Winn Irrigation Ditch in Plats C, D, G, I, L, M and P, Alpine Country Club Subdivision shall have the option to install continuous piping and applicable grating through each specific plat only interrupted by various existing streets, to carry the irrigation water in that portion of the Winn Irrigation Ditch. Further, said property owners shall be responsible for any and all expenses for the purchase of the materials including the piping and grating and the Winn Ditch Company shall be responsible for installing the same.

20. That the property owners bordering the Lehi Ditch and the Lehi Upper South Ditch in Plats C, I, L, M, N, and O, Alpine Country Club Subdivision shall have the option to install continuous piping and applicable grating through each specific

plat only interrupted by various existing streets, to carry the irrigation water in that portion of the Lehi Ditch and the Lehi Upper South Ditch. Further, said property owners shall be responsible for any and all expenses for the purchase of the materials including the piping and grating and the Lehi Irrigation Company shall be responsible for installing the same.

21. That the property owners bordering the American Fork Irrigation Ditch in Plats B, D, E, F, G, H, J and K of the Alpine Country Club Subdivision, shall have the option to install continuous piping and applicable grating through each specific plat only interrupted by various existing streets to carry the irrigation water in that portion of the American Fork Irrigation Ditch. Further, said property owners shall be responsible for any and all expenses for the purchase of the materials including the piping and grating and the American Fork Irrigation Company shall be responsible for installing the same.

22. That the size and type of pipe and grate shall confirm with the requirements and rules and regulations of the respective irrigation companies for the respective ditches.

23. That all the previous easements would be confirmed and merge into the present Order of the Court.

24. Any and all encroachments that are presently existing on the lots bordering the respective ditches, including but not limited to, fences, building, or structures shall be allowed to remain. However, upon the respective irrigation company hand-

delivering to the respective property owners five (5) days written notice as to when they are going to come in and clean said ditch then the respective irrigation companies shall have the right to require the respective property owners to remove any obstruction that may be within the easement area that would prevent them from cleaning the ditch.

25. Each of the respective property owners shall have the right to apply to the respective irrigation companies pursuant to the By-Laws of said company to construct any improvement or fence on said easement and the same would be resolved on an individual basis.

26. That each party shall cooperate with the other party so that each may use and enjoy their respective property rights to the highest degree possible and that such use and enjoyment shall not be inconsistent with the other's property rights.

27. That the respective irrigation company shall not erect any fence along their easement so as to interfere with the respective property owners' use of their property, without the written consent or agreement of the respective property owners.

28. In the event the respective property owners exercise their option to install the aforesaid pipe then the respective irrigation companies easement shall be reduced to a utility easement.

29. That neither the respective irrigation companies nor the respective property owners shall remove any living trees and shrubbery that border the ditches and that are within the described easement without the written consent of the other party. However, dead trees and shrubs may be removed at any time by either party. Further, the respective irrigation companies may trim and cut down and clear away any and all trees and shrubs now or hereafter within the easement which in the opinion of the respective irrigation companies may be a hazard or an obstruction to the free flow of water in the ditches or that may prevent the respective irrigation companies from cleaning the respective irrigation ditch.

30. That the ingress and egress of the respective irrigation companies to their respective ditches shall be mutually agreed upon between said irrigation companies and the respective property owners.

31. That the respective irrigation companies, when possible, will give five days written notice, hand-delivered, to the respective property owners, if the respective irrigation companies deem it necessary to work on said respective ditches in regards to any emergency or anticipated emergency.

32. If possible, the respective irrigation companies shall ingress and egress to clean and maintain the respective ditches through vacant property.

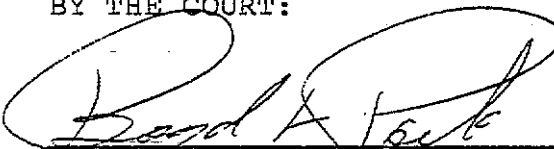
33. In the event that any respective ditch runs through the middle of a respective lot, then upon written mutual agreement of the respective irrigation company and the respective lot owner said ditch may be rerouted as long as the easement stays the same width.

34. That the respective irrigation company shall continue to handle the dredgings removed from their respective ditches as they have in the past.

35. That all parties shall pay their own attorney's fees and costs incurred.

DATED this 29 day of ^{March}~~February~~, 1991.

BY THE COURT:


DISTRICT COURT JUDGE

APPROVED AS TO FORM:

JOHN H. JACOBS

NOALL T. WOOTTON

CERTIFICATE OF MAILING

I hereby certify that I mailed a copy of the foregoing Judgment to the following, postage prepaid, on this 15 day of February, 1991:

Noall T. Wootton
Attorney for Defendants
PO Box 310
American Fork, Utah 84003-0310

John H. Jacobs
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5044 Country Club
Highland, Utah 84003-90533

S. Rex Lewis
Attorney at Law
120 East 300 North
Provo, Utah 84603



Alpine Country Club Ditches

ENT 69918 BK 3521 PG 850

EXHIBIT "C"

A 40 foot permanent easement 20 feet wide on each side of the following described centerline. Said line being more or less the centerline of an existing ditch, more particularly described as follows:

Beginning at a point located North 43° 01' 46" East 2795.33 feet from the Southwest Corner of Section 36, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence North 87° 07' 48" East 42.96 feet; thence South 80° 03' 29" East 175.92 feet; thence South 69° 40' 42" East 45.12 feet; thence South 82° 36' 31" East 59.53 feet; thence South 88° 40' 45" East 168.60 feet; thence South 84° 17' 29" East 239.69 feet; thence North 79° 42' 02" East 70.35 feet; thence North 66° 21' 05" East 251.63 feet; thence North 76° 28' 03" East 413.65 feet; thence North 64° 41' 07" East 251.96 feet; thence North 55° 31' 11" East 138.95 feet; thence North 70° 44' 02" East 207.05 feet; thence North 68° 59' 09" East 270.62 feet; thence North 72° 29' 25" East 292.78 feet; thence North 65° 00' 55" East 87.83 feet; thence North 57° 59' 13" East 366.84 feet; thence North 61° 43' 13" East 211.73 feet; thence North 67° 04' 31" East 306.38 feet; thence North 63° 27' 49" East 354.99 feet; thence North 60° 54' 15" East 154.96 feet; thence North 64° 38' 31" East 235.92 feet; thence North 77° 44' 04" East 134.60 feet; thence North 64° 31' 24" East 150.53 feet; thence North 60° 52' 37" East 151.53 feet; thence North 67° 24' 45" East 110.58 feet; thence North 77° 30' 20" East 135.88 feet and there terminating, and from which the Southeast Corner of said Section 36 bears South 18° 58' 39" West 3845.18 feet.

EXHIBIT "D"

A 40 foot permanent easement 20 feet wide on each side of the following described centerline. Said line being more or less the centerline of an existing ditch, more particularly described as follows:

Beginning at a point located North 42° 37' 10" East 2809.66 feet from the Southwest Corner of Section 36, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence South 87° 02' 40" East 225.14 feet; thence South 83° 11' 22" East 388.94 feet; thence South 89° 45' 03" East 99.17 feet; thence North 77° 39' 36" East 124.93 feet; thence North 72° 21' 01" East 211.62 feet; thence North 76° 28' 31" East 384.88 feet; thence North 65° 12' 24" East 172.73 feet; thence North 60° 21' 32" East 271.77 feet; thence North 72° 51' 50" East 105.61 feet; thence North 69° 52' 03" East 266.91 feet; thence North 71° 19' 05" East

393.80 feet; thence North 58° 28' 01" East 456.95 feet; thence North 63° 26' 24" East 162.48 feet; thence North 66° 41' 01" East 224.95 feet; thence North 63° 53' 16" East 366.19 feet; thence North 60° 19' 45" East 193.48 feet; thence North 63° 49' 46" East 291.65 feet; thence North 83° 45' 22" East 102.61 feet; thence North 65° 35' 28" East 144.48 feet; thence North 55° 33' 38" East 103.20 feet; thence North 65° 34' 09" East 183.29 feet; thence North 81° 53' 36" East 132.57 feet and there terminating, and from which the Southeast Corner of said Section 36 bears South 18° 38' 14" West 3855.09 feet.

ENT69918 BK 3521 PG 851

USE EASEMENTS FOR DITCHES

LEHI DITCH

C The following description can be used in place of Exhibit "C" and Exhibit "D" as a use easement for the Lehi ditch. This description uses existing properties as a basis.

A 40 foot wide easement for the Lehi ditch 10 foot wide on each side of the following described centerline. Said line being more or less the centerline of the existing Lehi Ditch. Also a 10 foot wide easement for the Lehi upper South ditch 5 foot wide on each side of the centerline of the existing Lehi upper South ditch. The Lehi upper South ditch is located 20 feet more or less South and parallel to the Lehi ditch. The combined easements are 20 feet North of the Lehi ditch centerline and 35 feet South of the Lehi ditch centerline described as follows:

Beginning at a point located North 43° 14' East 2809.66 feet from the Southwest Corner of Section 36, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence South 86° 26' East 225.14 feet; thence South 82° 34' East 388.94 feet; thence South 89° 08' East 99.17 feet; thence North 78° 16' East 124.93 feet; thence North 73° 11' East along the North boundary of Lot 64 and Lot 63, Plat "I", Alpine Country Club Subdivision, Highland, Utah 212.71 feet; thence North 76° 54' East along the North boundary of Lots 63, 62, 61, 60, and 59, Plat "I", said subdivision 403.10 feet; thence North 65° 49' East along the North boundary of Lot 59, Plat "I", said subdivision 74.20 feet; thence North 61° 33' East along the North boundary of Lot 59, Plat I, said subdivision 36.00 feet; thence North 65° 49' East 44.31 feet; thence North 58° 58' East 271.77 feet; thence North 73° 29' East 10.61 feet; thence North 70° 29' East 266.91 feet; thence North 71° 56' East 340.20 feet; thence North 71° 54' East along the South boundary of Lot 11, Plat "N", said subdivision 43.20 feet; thence North 62° 14' East along the South boundary of Lot 11, Plat "N", said subdivision 77.20 feet; thence North 58° 44' East along the South boundary of Lots 10, 9, 8, and 7, Plat "N", said subdivision and the North boundary of Lots 8, 7, 6, and 5, Plat "C", said subdivision 391.70 feet; thence North 62° 42" East along the South boundary of Lots 7, 6, and 5, Plat "N", said subdivision and the

North boundary of Lots 5, 4, and 3, Plat "C", said subdivision 201.00 feet; thence North $66^{\circ} 41'$ East along the South boundary of Lots 5, 4, and 1, Plat "N", said subdivision and the North boundary of Lots 3, 2, and 1, Plat "C", said subdivision 316.00 feet; thence North $54^{\circ} 14'$ East 55.60 feet; thence North $62^{\circ} 49'$ East 49.28 feet; thence North $62^{\circ} 49'$ East along the South boundary of Lot 9, Plat "O", said subdivision and the North boundary of Lot 1, Plat "L", said subdivision 13.53 feet; thence North $65^{\circ} 23'$ East along the South boundary of Lots 9 and 8, Plat "O", said subdivision and the North boundary of Lots 1 and 2, Plat "L", said subdivision 147.20 feet; thence North $60^{\circ} 47'$ East along the South boundary of Lots 8, 7, 6, and 5, Plat "O", said subdivision and the North boundary of Lots 2, 3, and 4, Plat "L", said subdivision and the North boundary of Lot 1, Plat "M", said subdivision 290.00 feet; thence North $65^{\circ} 45'$ East along the South boundary of Lots 5 and 4, Plat "O", said subdivision and the North boundary of Lots 1 and 2, Plat "M", said subdivision 178.00 feet; thence North $81^{\circ} 01'$ East along the South boundary of Lots 2 and 1, Plat "O", said subdivision and the North boundary of Lots 2 and 3, Plat "M", said subdivision 125.30 feet; thence North $64^{\circ} 28'$ East along the South boundary of Lot 1, Plat "O", said subdivision and the North boundary of Lot 4, Plat "M", said subdivision 134.90 feet; thence North $53^{\circ} 39'$ East along the South boundary of Lot 1, Plat "O", said subdivision and the North boundary of Lot 5, Plat "M", said subdivision 83.30 feet; thence North $68^{\circ} 03'$ East along the South boundary of Lot 1, Plat "O", said subdivision and the North boundary of Lots 5, 6, and 7, Plat "M", said subdivision 193.30 feet; thence North $75^{\circ} 21'$ East along the South boundary of Lot 1, Plat "O", said subdivision and the North boundary of Lot 7, Plat "M", said subdivision 49.72 feet and there terminating at the Southeast corner of Plat "O", Alpine Country Club Subdivision, Highland, Utah.

Alpine Country Club Ditches

EXHIBIT "A"

A 50 foot permanent easement 25 feet wide on each side of the following described centerline. Said line being more or less the centerline of an existing ditch, more particularly described as follows:

Beginning at a point located North $89^{\circ} 28' 36''$ East 2217.56 feet from the Southwest Corner of Section 36, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence North $2^{\circ} 43' 11''$ East 20.44 feet; thence North $35^{\circ} 03' 22''$ East 172.01 feet; thence North $42^{\circ} 31' 15''$ East 160.87 feet; thence North $49^{\circ} 47' 32''$ East 1329.26 feet; thence North $44^{\circ} 24' 45''$ East 263.90 feet; thence North $39^{\circ} 02' 47''$ East 285.86 feet; thence North $29^{\circ} 33' 50''$ East 118.86 feet; thence North $38^{\circ} 39'$

33" East 73.81 feet; thence North 48° 37' 10" East 180.95 feet; thence North 63° 18' 22" East 999.30 feet; thence North 68° 00' 06" East 337.99 feet; thence North 57° 55' 17" East 331.17 feet; thence North 66° 38' 06" East 675.87 feet; thence North 59° 01' 05" East 573.46 feet and there terminating, and from which the Southeast Corner of said Section 36 bears South 22° 51' 16" West 3429.95 feet.

ENT 69918 BK 3521 PG 853

USE EASEMENTS FOR DITCHES

AMERICAN FORK DITCH

The following description can be used in place of Exhibit "A" as a use easement for the American Fork Ditch. This description uses existing properties as a basis.

A 50 foot wide easement for the American Fork ditch ²⁵ feet wide on each side of the following described center line. Said line being more or less the center line of the existing American Fork ditch, more particularly described as follows:

Beginning at a point located South 89° 54' East 2217.56 feet from the Southwest corner of Section 36, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 3° 20' East 20.44 feet; thence North 36° 40' East 172.01 feet; thence North 43° 08' East 160.87 feet; thence North 50° 24' East 1329.56 feet; thence North 45° 02' East 146.92 feet; thence North 42° 49' East along the Northwesterly boundary of Lot 1, Plat "H", Alpine Country Club Subdivision, Highland, Utah 116.98 feet; thence North 39° 58' East along the Northwesterly boundary of Lot 12, Plat "D", said subdivision 88.98 feet; thence North 38° 41' East along the Northwesterly boundary of Lot 13, Plat "D", said subdivision 50.00 feet; thence North 38° 41' East along the Northwesterly boundary of Lot 1, Plat "F", said subdivision 121.29 feet; thence North 38° 41' East along the Northwesterly boundary of Lot 1, Plat "J", said subdivision 64.31 feet; thence North 30° 17' East along the Northwesterly boundary of Lots 1 and 2, Plat "J", said subdivision 137.80 feet; thence North 47° 42' East along the Northwesterly boundary of Lots 2, 3, and 4, Plat "J", said subdivision 198.30 feet; thence North 63° 07' East along the Northwesterly boundary of Lots 4 and 5, Plat "J", said subdivision 174.33 feet; thence North 60° 24' East along the Northwesterly boundary of Lot 2, Plat "E", said subdivision 184.78 feet; thence North 62° 50' East 595.30 feet; thence North 67° 39' East along the South boundary of Lots 3, 4, and 5, Plat "G", said subdivision 310.00 feet; thence North 67° 39' East along the South boundary of Lot 3, Plat "B", said subdivision 10.65 feet; thence North 62° 42' East along the South boundary of Lot 3, Plat "B", said subdivision 102.70 feet; thence North 60° 55' East 65.15 feet to a point located 6.06 feet South of the Northwest corner of Lot 12, Plat "Q", said subdivision; thence North 56° 07' East 109.50 feet to a point located South 26° 00'

East 7.65 feet from the Northwest corner of Lot 11, Plat "Q", said subdivision; thence North $56^{\circ} 06'$ East 100.96 feet to a point located South $26^{\circ} 00'$ East 10.00 feet from the Northwest corner of Lot 10, Plat "Q", said subdivision; thence North $70^{\circ} 34'$ East 102.10 feet to a point located South $26^{\circ} 00'$ East 10.00 feet from the Northwest corner of Lot 9, Plat "Q", said subdivision; thence North $63^{\circ} 20'$ East 100.00 feet to a point located South $26^{\circ} 00'$ East 5.00 feet from the Northwest corner of Lot 8, Plat "Q", said subdivision; thence North $66^{\circ} 12'$ East 468.73 feet; thence North $59^{\circ} 27'$ East 31.72 feet to a point located South $26^{\circ} 00'$ East 5.46 feet from the Northwest corner of Lot 3, Plat "Q", said subdivision; thence North $59^{\circ} 27'$ East 132.33 feet to a point located 8.62 feet South of the Northeast corner of Lot 3, Plat "Q", said subdivision; thence North $59^{\circ} 27'$ East 58.06 feet to a point located 9.62 feet South of the Northwest corner of Lot 1, Plat "Q", said subdivision; thence North $59^{\circ} 28'$ East 123.79 feet and there terminating at a point located 15.00 feet South of the Northeast corner of Lot 1, Plat "Q" and the Southeast corner of Lot 13, Plat "P", said subdivision.

ENT69918 BK 3521 PG 854

Alpine Country Club Ditches

EXHIBIT "B"

A 30 foot permanent easement 15 feet wide on each side of the following described centerline. Said line being more or less the centerline of an existing ditch, more particularly described as follows:

Beginning at a point located North $62^{\circ} 51' 35''$ East 2061.27 feet from the Southwest Corner of Section 36, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence North $75^{\circ} 20' 35''$ East 466.14 feet; thence North $73^{\circ} 08' 42''$ East 338.06 feet; thence North $70^{\circ} 00' 35''$ East 208.49 feet; thence North $58^{\circ} 12' 10''$ East 201.08 feet; thence North $27^{\circ} 59' 06''$ East 39.11 feet; thence North $64^{\circ} 02' 50''$ East 57.51 feet; thence South $67^{\circ} 15' 05''$ East 46.21 feet; thence North $33^{\circ} 48' 23''$ East 255.04 feet; thence North $73^{\circ} 49' 43''$ East 88.04 feet; thence North $37^{\circ} 12' 44''$ East 121.28 feet; thence North $73^{\circ} 45' 26''$ East 14.77 feet; thence South $68^{\circ} 21' 14''$ East 40.33 feet; thence North $51^{\circ} 02' 21''$ East 111.55 feet; thence North $59^{\circ} 58' 23''$ East 153.89 feet; thence North $70^{\circ} 43' 04''$ East 91.67 feet; thence North $48^{\circ} 25' 36''$ East 112.49 feet; thence North $57^{\circ} 26' 03''$ East 138.03 feet; thence North $67^{\circ} 17' 48''$ East 180.52 feet; thence North $55^{\circ} 44' 01''$ East 360.19 feet; thence North $29^{\circ} 13' 07''$ East 88.70 feet; thence North $56^{\circ} 44' 10''$ East 178.75 feet; thence South $83^{\circ} 30' 29''$ East 31.36 feet; thence North $53^{\circ} 11' 20''$ East 168.24 feet; thence North $67^{\circ} 37' 58''$ East 271.68 feet; thence North $69^{\circ} 39' 05''$ East 384.12 feet; thence North $04^{\circ} 04' 42''$ East

32.52 feet; thence North $63^{\circ} 54' 51''$ East 1018.27 feet; thence North $68^{\circ} 18' 35''$ East 286.55 feet and there terminating, and from which the Southeast Corner of said Section 36 bears South $20^{\circ} 15' 40''$ West 3612.49 feet.

ENT49918 BK 3521 PG 855

USE EASEMENTS FOR DITCHES

WINN DITCH

The following description can be used in place of Exhibit "B" as a use easement for the Winn ditch. This description uses existing properties as a basis.

A 10 foot wide easement for the Winn ditch 5 feet wide on each side of the following described centerline. Said line being more or less the centerline of the existing Winn ditch, more particularly described as follows:

Beginning at a point located North $63^{\circ} 29'$ East 2061.27 feet from the Southwest Corner of Section 36, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North $75^{\circ} 58'$ East 466.14 feet; thence North $73^{\circ} 46'$ East 338.06 feet; thence North $70^{\circ} 38'$ East 108.02 feet to a point located 34.93 feet South of the Northwest corner of Lot 72, Plat "I", Alpine Country Club Subdivision, Highland, Utah; thence North $70^{\circ} 38'$ East 100.47 feet to an end of a culvert located South $86^{\circ} 58'$ West 30.66 feet from the Northeast corner of Lot 72, Plat "I", said subdivision; thence North $58^{\circ} 49'$ East along said culvert 201.08 feet to a point located North $9^{\circ} 28'$ East 23.31 feet from the Southeast corner of Lot 90, Plat "I", said subdivision; thence North $28^{\circ} 36'$ East 39.11 feet; thence North $64^{\circ} 40'$ East 57.51 feet to a point located South $60^{\circ} 28'$ East 56.94 feet from the Northwest corner of Lot 92, Plat "I", said subdivision; thence South $66^{\circ} 38'$ East 46.21 feet to a point located North $63^{\circ} 13'$ West 15.00 feet from the Northeast corner of Lot 92, Plat "I", said subdivision; thence North $34^{\circ} 25'$ East 225.04 feet to a point located North $33^{\circ} 30'$ East 53.54 feet from the Southeast corner of Lot 95, Plat "I", said subdivision; thence North $74^{\circ} 27'$ East through a culvert 88.04 feet to a point located South $13^{\circ} 11'$ West 13.88 feet from the Northwest corner of Lot 76, Plat "I", said subdivision; thence North $37^{\circ} 50'$ East 121.28 feet; thence North $74^{\circ} 22'$ East 14.77 feet to a point located South $73^{\circ} 51'$ East 31.01 feet from the Northwest corner of Lot 77, Plat "I", said subdivision; thence South $67^{\circ} 44'$ East 40.33 feet; thence North $51^{\circ} 39'$ East 111.55 feet to a point located North $28^{\circ} 55'$ West 14.32 feet from the Southeast corner of Lot 79, Plat "I", said subdivision; thence North $60^{\circ} 35'$ East 153.89 feet; thence North $71^{\circ} 20'$ East 91.67 feet; thence North $49^{\circ} 03'$ East 112.49 feet; thence North $58^{\circ} 03'$ East 138.03 feet; thence North $67^{\circ} 55'$ East 180.52 feet; thence North $56^{\circ} 21'$ East 360.10 feet; thence North $29^{\circ} 50'$ East 88.70 feet; thence North $57^{\circ} 21'$ East 178.75 feet to a point located North $25^{\circ} 00'$ West 23.65 feet from the

Southwest corner of Lot 9, Plat "C", said subdivision; thence South 82° 53' East 31.36 feet; thence North 60° 45' East along the center of the ditch located 5 feet North of the South lot lines of Lots 9, 10, 11, and 12, Plat "C", said subdivision and the North line of Lots 2 and 1, Plat "G", said subdivision 448.68 feet; thence North 69° 09' East 306.43 feet to a point located 2.30 feet South of the common corner for the Northeast corner of Lot 1, Plat "B" and the Southeast corner of Lot 14, Plat "C", said subdivision; thence North 69° 09' East 77.58 feet; thence North 04° 42' East 32.52 feet to a point located 10.00 feet East of the corner common to the Northwest corner of Lot 1, Plat "P" and the Southwest corner of Lot 9, Plat "L", said subdivision; thence North 64° 00' East along the ditch located 5 feet South of the line common the the North boundary of Plat "P", the South boundary of Plat "L", and the South boundary of Plat "M", said subdivision 1018.27 feet to a point located South 18° 16' West 6.12 feet from the corner common to the Northeast corner of Lot 10, Plat "P and the Southeast corner of Lot 9, Plat "M", said subdivision; thence North 68° 56' East 169.90 feet and there terminating at a point located 4.25 feet South of the corner common to the Northeast corner of Lot 11, Plat "P" and the Southeast corner of Lot 8, Plat "M", said subdivision.

STATE OF UTAH)

) SS

COUNTY of UTAH)

I, the undersigned, Clerk of the Fourth District Court of Utah County, Utah, do hereby certify that the annexed and foregoing is a true and full copy of an original document on file in my office as such Clerk.

Witness my hand and seal of said Court this 10 day of Dec 19 91

CARMA B. SMITH, Clerk

By *Patricia Blaine* Deputy