

**TRAIL LICENSE AGREEMENT
WITH LOGAN CITY**
For
**Encroachment over Existing Canal Easement
(HIGHLINE CANAL TRAIL)**

Ent 1129946 Bk 1858 Pg 1951
Date: 30-Jul-2015 09:58 AM Fee \$1.00
Cache County, UT
Michael Glead, Rec. - Filed By SA
For LOGAN CITY

THIS TRAIL LICENSE AGREEMENT (“*Agreement*”), is made and entered into this 22 day of July, 2015 (the “*Effective Date*”), by and between CACHE HIGHLINE WATER ASSOCIATION, a Utah nonprofit corporation (the “*Association*”), and LOGAN CITY, a Utah municipal corporation (the “*City*”). The Association and the City are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

A. The Association owns, operates and maintains that certain canal commonly known as the Logan Hyde Park Smithfield Canal (the “*Canal*”). The Canal historically existed as an open, mostly unlined earthen canal extending from the Canal diversion structure on the Logan River located near the mouth of Logan Canyon and running thence northerly along the east bench of the Wasatch Mountains to Summit Creek in Smithfield City, Utah, utilized primarily for the transportation and conveyance of irrigation water and incidentally for the discharge and conveyance and storm and flood waters. The Canal is situated within a prescriptive easement duly established by continuous and uninterrupted use pursuant to Utah law, which easement includes the legal right, within the described bounds of said easement, to own, operate, maintain, repair, improve, and replace the Canal (the “*Canal Easement*”). A notice of the location of the Canal Easement has been recorded pursuant to authority of §57-13a-103, Utah Code Annotated, 1953, as amended, a copy of which is attached hereto as EXHIBIT “A” and incorporated by reference herein.

B. In connection with the Cache Water Restoration Project (the “*Canal Project*”), irrigation water which has historically flowed in the Canal has been enclosed, from the point of diversion on the Logan River, within a box culvert and underground pipeline system newly constructed within the west bank of the Canal, through which irrigation water is transported and conveyed for delivery to the Association’s shareholders (the box culvert, underground pipeline, and all valves, turnouts, telemetry and other equipment and facilities related thereto, being referred to herein collectively as the “*Enclosed Canal*”). The Enclosed Canal is the sole means available to the Association through which the irrigation water to which it is entitled pursuant to its water rights under Utah law may be diverted and delivered to the Association’s shareholders.

C. In connection with the Project, an unimproved access passageway has been constructed over the top of the Enclosed Canal which runs, within the limits of the Canal Easement, along and immediately adjacent to the Open Canal (the “*Maintenance Access Route*”). The Maintenance Access Route was constructed by the Association to facilitate the Association’s access to the Enclosed Canal and Open Canal for operation, maintenance, repair and replacement purposes.

D. The Parties hereby acknowledge that the Maintenance Access Route has been designed and constructed, and will be maintained, in such a manner as to allow for the reasonable use of the Maintenance Access Route as a public, non-motorized recreational trail, subject at all times to the continued paramount and primary use of the Maintenance Access Route within the Canal Easement as an access route to facilitate the Association’s operation, maintenance, repair and replacement of the Enclosed

Canal as irrigation water facilities utilized for the delivery of irrigation water to the Association's shareholders.

F. The Association, as the owner of the Canal Easement, is willing to allow the safe and prudent use of the Maintenance Access Route for a non-motorized and non-mechanized recreational trail and related purposes for use by the general public (the "*Highline Canal Trail*"), but only so long as all safety, liability, law enforcement, and operational and maintenance responsibilities and other issues of concern to the Association are adequately addressed as provided in this Agreement.

G. The Parties desire to set forth the terms and conditions of their relationship and their respective rights and liabilities relating to the use, management, and maintenance of the Maintenance Access Route for the Highline Canal Trail.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration as stated herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License.

(a) There is hereby granted to the City, as of the Effective Date, a license and right to encroach upon and use that portion of the Canal Easement more particularly described in EXHIBIT "B" attached hereto and incorporated by reference herein (the "*Licensed Lands*"), and the Maintenance Access Route situated therein, for the construction, maintenance and use of the Highline Canal Trail by the general public (the "*License*"), expressly subject to and in conformance with the terms and conditions of this Agreement.

(b) The City shall designate the Licensed Lands as a trail under the City's general plan promulgated and adopted pursuant to and in conformance with the requirements of Utah Code Ann. §17-27a-401.

(c) It is acknowledged and agreed that by this License the Association is granting to the City the right to encroach upon its Canal Easement for the use of the Licensed Lands as the Highline Canal Trail pursuant to the terms and conditions hereof. In the event any other additional real property rights and interests are required from any underlying fee title owners along or under the Canal, or otherwise, and/or if any additional land parcels are required for purposes of establishing and maintaining the Highline Canal Trail, the City assumes the full risk and sole and separate responsibility to acquire such additional land parcels and/or property rights and interests, all at its sole cost and expense, and the Association shall have no obligation whatsoever with respect thereto.

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(d) The Association makes no representation or warranty regarding the adequacy of the Association's existing or future easement rights and interests to support its grant of this License providing for the use of the Licensed Land for Highline Canal Trail purposes.

(e) The License granted hereby is non-exclusive. The Association reserves the right to issue additional licenses, rights-of-way, or permits for compatible uses of the Licensed Lands; provided, however, that any such license, right-of-way, or permit shall be conditioned on such licensee, grantee, or permittee paying the City's expenses to relocate or otherwise modify any improvements made by the City in connection with its use of the Maintenance Access Route within the Licensed Lands for the Highline

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Canal Trail. The Parties acknowledge that the City's rights and obligations pursuant to this Agreement are limited to the portion of the Highline Canal Trail that is within the City's jurisdictional boundaries.

(f) The Association expressly reserves for itself the right of its officers, agents, employees, consultants and contractors, at all times, to have full and unrestricted access and ingress to, passage over, and egress from all of Licensed Land, for all purposes consistent with its rights and interests under and the Canal Easement, including, without limitation, the right to (i) drive and move equipment on and off the Maintenance Access Route, (ii) make investigations and inspections of every kind, (iii) dig test pits and drill test holes, (iv) to survey for and construct facilities and structures of all kinds, and (v) to otherwise do any and all things necessary and proper to be performed by the Association, in its sole discretion, in connection with the operation, maintenance, repair and replacement of the Enclosed Canal.

(h) Nothing herein shall be construed to limit, in any way, any interest, right, benefit, protection, immunity, and/or defense conferred upon the Association as the owner of the Canal Easement pursuant to the Utah Limitation of Landowner Liability–Public Recreation Act, Utah Code Ann. §57-14-101 et seq., and/or any immunity to which the Association may be entitled by virtue of this Agreement with the City pursuant to the Governmental Immunity for Trails Act, Utah Code Ann. §63G-7-301(5)(n), with the express understanding that Association shall have, as a minimum, the same level of immunity from suit as the City in connection with or resulting from the use of the Highline Canal Trail by the general public.

2. Consideration; Fees and Charges.

(a) The Association considers the covenants and agreements of the City herein to be full and adequate consideration for the License hereby granted, and the Association shall not require the payment by the City of a license fee, use fee or other fee, subject to the City's compliance with the terms and conditions of this Agreement.

(b) The City shall not charge a fee or other charge for use of the Highline Canal Trail by the general public.

3. Priority of Rights and Uses.

(a) The City hereby acknowledges and agrees that the rights and interests of the Association under the Canal Easement are prior and superior to any right or interest of the City under this Agreement, and that the City's and the public's use of the Licensed Lands for the Highline Canal Trail pursuant to this License, and any easement rights or interests which may be subsequently obtained by the City from an underlying fee title holder of the Licensed Lands, shall nevertheless at all times be and remain expressly subject to the Association's prior and superior rights and interests under and pursuant to the Canal Easement for the construction, reconstruction, inspection, repair, replacement, preservation, management, operation and maintenance of the Enclosed Canal, the Licensed Land and all related facilities, appurtenances and lands utilized by the Association in connection therewith.

(b) It is expressly acknowledged and agreed that: (i) the primary purpose of the Enclosed Canal within the Canal Easement is to enable and facilitate the conveyance and transportation of irrigation water by the Association for delivery to its shareholders; and (ii) all uses of the Highline Canal Trail by the City and the general public at large shall be subject and subordinate to such primary purpose and use in connection the Association's rights in and interests under the Canal Easement.

4. Highline Canal Trail Funding.

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(a) All costs and expenses incurred or to be incurred in connection with the establishment and maintenance of the Highline Canal Trail, as between the Association and the City, shall be the sole and separate responsibility of the City. The City may seek contribution from others for such costs and expenses, but non-payment by any other party shall not excuse the City from its obligations to the Association hereunder. The City may likewise pursue available grants for the establishment and maintenance of the Highline Canal Trail, and the Association will reasonably cooperate with the City in connection with any grant application.

(b) The City agrees to reimburse the Association for all reasonable out of pocket costs and expenses incurred by the Association in connection with the granting of this License, including, but not limited to reasonable legal fees incurred by the Association in the preparation of this Agreement, as billed by the Association.

5. Construction and Maintenance of Improvements; Noninterference.

(a) Design of Improvements and Features. The Highline Canal Trail and any improvements and features related thereto, including, without limitation, signage, fencing, lighting, recreational equipment, landscaping, benches, etc. (collectively, "*Improvements*"), shall all be designed, constructed, placed and operated in a manner that will not, in any manner or degree, increase the costs to the Association or its designees or assignees in gaining access to or otherwise operating, maintaining, repairing and replacing any facilities associated with the Enclosed Canal under its Canal Easement within the Licensed Lands.

(b) Construction of Improvements.

(1) Prior to the commencement of the construction or placement of any Improvement, if any, the City shall submit the design plans and specifications therefor to the Association for its review. The City may not commence construction of any Improvements unless and until the Association has reviewed and issued its written approval of the final design plans and specifications therefore. The Association shall inspect any construction work on the Highline Canal Trail for compliance with the approved design plans and specifications.

(2) The City shall not modify or interfere with the Enclosed Canal or the Maintenance Access Route during any construction work associated with any Improvements to the Highline Canal Trail, unless prior approval is obtained from Association.

(3) The City shall obtain all necessary permits, and shall otherwise comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any federal or State governmental body having jurisdiction over any construction work associated with any Improvements to the Highline Canal Trail.

(4) The City shall reimburse the Association for all reasonable costs and expenses incurred by the Association in reviewing the design plans and specifications and monitoring of any construction work associated with the Highline Canal Trail and related Improvements, as billed by the Association.

(c) Maintenance and Restoration of Improvements and Maintenance Access Route.

(1) The City shall, on a regular and routine basis, inspect the Improvements, and at its sole cost and expense be responsible to maintain the Improvements and the Highline Canal Trail in a clean and safe condition as necessary for the use by the public as a trail, including removal of debris, graffiti and other unsightly conditions. All Improvements shall be maintained and repaired by the City so as to remain at all times safe and in good working order. The Association may (but shall be under no obligation to) notify the City of any conditions requiring maintenance or repair, and upon such notice, the City shall promptly perform such maintenance or repair work. Failure by the City to perform such work within a reasonable time, as may be specified in the notice by the Association, may result in the suspension of the rights of the City and the general public including revocation of this License in conformance with the provisions of Section 14 herein.

(2) The City, at its expense, shall promptly repair any damage to the Maintenance Access Route caused by the City, the City's agents, and/or the general public, and shall restore the Maintenance Access Route to the same or better condition as it existed prior to any entry onto or work performed thereon by the City or the City agents. The City shall leave the Maintenance Access Route in a condition which is clean, free of debris and hazards which may be caused by the City's activities and/or the use of the Maintenance Access Route by the general public.

(3) The Association shall have no obligation whatsoever to maintain or repair any Improvement made to the Highline Canal Trail unless damage is caused to the improvement by the negligent or wrongful act of the Association or the Association's agents.

(d) Noninterference; Removal to Obtain Access.

(1) Noninterference. The City agrees that the Licensed Lands shall at all times be kept free from any structures or other obstructions that would in any way interfere with the Association's continued use of the Licensed lands within the Canal Easement for the purposes for which the Canal Easement was obtained by the Association.

(2) Removal of Improvements to Obtain Access.

(A) The Parties acknowledge and agree that the Association shall have the unilateral right, without notice or compensation to the City or anyone, to physically remove any Improvements or other obstruction which or may hereafter be situated on the Highline Canal Trail within the Licensed Lands, that may, in the Association's sole opinion, endanger, hinder or conflict with its rights and interests under the Canal Easement. Notwithstanding the foregoing, in the event it becomes necessary for the Association to access the Enclosed Canal or the Open Canal for maintenance, repair and replacement, and said facilities cannot be otherwise be accessed to accomplish the needed maintenance, repair or replacement except for removal of any Improvements, then the Association shall have the right to remove the Improvements, without notice, in order to obtain the necessary access.

(B) If any of the Highline Canal Trail Improvements are damaged or removed in connection with the conduct of the Association's activities or the performance of work within the Maintenance Access Route, the sole obligation of the Association shall be to restore the surface of the Maintenance Access Route to the original grade and condition. The City shall, at its cost and expense, repair or replace the damaged or removed Improvements, if any.

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(C) The Association shall nevertheless notify the City of any work to be performed within the Canal Easement that may reasonably impact the City's infrastructure and improvements, shall afford the City the reasonable opportunity to protect its Improvements, and shall

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exercise reasonable care (without a responsibility to incur additional costs) to avoid unnecessary damage to the Improvements.

(3) Reimbursement of Incremental Costs. The City agrees that if the maintenance or repair of the Enclosed Canal should be made more expensive by reason of the existence of Improvements, the City shall be given notice and a reasonable opportunity to remove Improvements that cause additional costs. If the City does not remove Improvements that cause additional costs, the City shall pay to the Association the full amount of such additional expense within thirty (30) days after receipt of an itemized bill therefor. The obligation of the Association hereunder to provide notice to the City shall not apply in a maintenance or repair situation reasonably deemed by the Association to be an emergency.

6. Condition of the Licensed Lands.

(a) The City is acquiring this License for use of the Licensed Lands as a public trail "AS, WHERE IS, WITH ALL FAULTS AND DEFECTS," and the Association makes no representation or warranty of any kind, express or implied, including, but not limited to fitness for use as a public trail or any other particular use or purpose, or otherwise, all of which are hereby expressly disclaimed and excluded.

(b) The Association makes no representation or warranty of any kind with regard to the suitability, safety, environmental condition, or other condition of the Licensed Lands as of the Effective Date or at any other time during the term of this License.

7. Operational Rules for Use of the Highline Canal Trail; Enforcement.

(a) The Association may from time to time promulgate rules and regulations governing the use of the Highline Canal Trail by the public. Such rules and regulations may be established, supplemented and/or changed by the Association in its sole discretion. Such rules and regulations shall be established for the primary purpose of protecting the safety of the public, protection of the integrity of the Enclosed Canal and Maintenance Access Route, and to facilitate the operation, maintenance, repair and replacement of said facilities. The Association shall consult with the City in connection with the adoption of rules and regulations, and shall give reasonable consideration to the interests of the City. Notwithstanding anything herein to the contrary, the establishment of rules and regulations by the Association shall not be construed as creating a duty on the part of the Association as to the City or any individual using the Highline Canal Trail.

(b) The City may likewise, from time-to-time, promulgate such additional rules and regulations as it deems necessary governing the use of the Highline Canal Trail by the public, subject to the rights and interests of the Association in and to the Canal Easement and subject to the prior approval of any such rules and regulations by the Association.

(c) The Licensed Lands may only be used by the general public as a walking trail. The use of horses, bicycles or other mechanized and motorized vehicles within the Licensed Lands is strictly prohibited. Notwithstanding the foregoing,

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the Association and City, as applicable, may use motorized vehicles and other equipment on the Highline Canal Trail for the purposes of construction, maintenance, repairs and the performance of any their respective obligations under this Agreement

(d) Rules and regulations promulgated by the Association and/or the City shall in any event allow for reasonable use of the Highline Canal Trail by the general public subject to the limitations set forth herein; provided that temporary closure may be allowed during curfew periods, construction, maintenance and repair, and at other times as deemed necessary by the Association and/or the City, in their sole discretion.

(e) It shall be the ongoing responsibility of the City, to enforce all City and/or Association rules and regulations relating to the use of the use of the trail by the public through appropriate public awareness and law enforcement activities. The Association shall assist the City in said enforcement to the extent reasonably possible.

(f) The agreed upon rules and regulations for use of the Highline Canal Trail as of the Effective Date are as set forth in EXHIBIT "C" attached hereto and incorporated by reference herein.

8. Emergency Services. The City shall provide or cause to be provided emergency response services along the Highline Canal Trail. The City may assign public safety officers to regularly patrol the Highline Canal Trail, as reasonably determined to be necessary by the City. Notwithstanding anything herein to the contrary, the City's agreement to provide emergency response services, to regularly patrol the Highline Canal Trail, or comply with any other provision of this Agreement shall not be construed as creating a duty to any individual using the trail, or creating a duty upon the part of the Association.

9. Illegal Activities. Any illegal activity conducted or allowed by the City within the Licensed Lands will be cause for immediate termination of this Agreement.

10. Insurance. As of the Effective Date, the City agrees to obtain and maintain a policy of general commercial liability insurance with a reputable company or companies, insuring the City against claims for personal injury, bodily injury, death, or property damage occurring on, in or about the Highline Canal Trail within the Licensed Lands, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability of not less than \$3,000,000, with a \$5,000,000 aggregate. The City agrees, to the extent possible, to have the Association named as an additional insured on such policy.

11. Indemnification; Release from Liability.

(a) Indemnification and Hold Harmless. To the fullest extent allowable by law, the City agrees to indemnify, defend and hold harmless the Association, and its respective officers, directors, employees, consultants, agents and assigns (collectively, the "*Indemnified Parties*"), and each of them, from and against any losses, claims (whether or not they are meritorious), demands, actions, damages, costs, charges and causes of action of every kind or character, including attorneys' fees, arising out of or in any way resulting from, or claimed by third parties to arise out of or result from, the use of the Licensed Lands by such third parties for or in connection with the Highline Canal Trail, and including any act, error, omission or other fault on the part of the City, or its respective employees, subcontractors, or suppliers. In no event shall the City be required to indemnify any of the Indemnified Parties for liability which arises from the negligent acts, errors, omissions or other fault of any of the Indemnified Parties.

(b) Release From Liability. The City hereby releases the Association and its officers, directors, employees, consultants, agents and assigns, from liability for any and all loss or damage of every description or kind whatsoever, that may result to the City from the construction, operation, maintenance, repair and replacement of the Enclosed Canal and the Maintenance Access Route by the

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Association, and its employees, contractors and subcontractors; provided, that nothing in this Agreement shall be construed as releasing the Association from liability for its own negligence.

12. **Amendments.** The Parties contemplate that questions and circumstances may arise which necessitate modification of this Agreement. However, no modification or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by the Parties.

13. **Default.** In the event of a breach of this Agreement by any Party, the non-breaching Party may serve the breaching Party with a notice to cure the breach by certified mail, return receipt requested or personal delivery to the breaching Party. The breaching Party shall cure the breach within thirty (30) days of receiving notice to cure, or if the breach is not capable of curing within thirty (30) days, commence corrective action within the thirty (30) days and diligently pursue correction of the breach until the breach is cured. Failure to cure or diligently pursue corrective action constitutes a breach for which: (i) the Association may suspend this License until such breach is cured, or (ii) this Agreement may be terminated by the non-defaulting party.

14. **Term; Termination.**

(a) Term. Unless earlier revoked or terminated as provided in Subsection (b) below, the term of this Agreement is fifty (50) years from the Effective Date.

(b) Termination.

(1) By the Association.

(A) The Association may terminate this Agreement for non-use by the City of the Licensed Lands for a period of two (2) consecutive years, upon thirty (30) days' written notice to the City.

(B) The Association may revoke this Agreement upon thirty (30) days' written notice to the City if: (i) the Association determines that the City's use of the Licensed Lands is no longer compatible with the Association's purposes, rights and interests under the Canal Easement, or (ii) the City fails to comply with the terms or conditions of this Agreement, and upon notification of the violation the City fails to adequately cure the violation within the thirty (30) day time limit. The Association shall have the final determination regarding the adequacy of the cure.

(C) Any notice of intent to terminate or revoke shall be provided by certified mail, return receipt requested directed to the City.

(2) By the City. The City may terminate this Agreement at any time upon thirty (30) days' written notice to the Association.

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15. **Removal of Facilities.** Upon termination by either Party, or upon revocation by the Association, the Association shall determine whether the Improvements shall thereupon be removed. If the Association determines, in its sole and absolute discretion, that the Improvements shall be removed, such removal shall be made within thirty (30) days after termination, and the site will be restored as nearly as practicable to its original condition. The removal of Improvements and the restoration of the Licensed Lands shall be performed by the City at its sole cost and expense.

16. **Binding Effect; Assignment.** It is understood that this Agreement shall apply to and bind any successors in interest and assigns of the Parties. This Agreement shall not be assigned or otherwise transferred by the Parties hereto without the prior written consent of both Parties.

17. **Entire Agreement; Interpretation and Rules of Contract Construction.** This Agreement contains the whole agreement of the Parties with regard to the subject matter hereof. The execution of this Agreement has not been induced by any Party, by any representation, promise, or understanding not expressed herein, and there are no collateral agreements, stipulations, promises, or understandings whatsoever pertaining to the subject matter hereof which are not expressly contained in this Agreement. Should any provision of this Agreement require judicial interpretation, the court in interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agent prepared the same, it being acknowledged that the Parties or the agents of the Parties have equally participated in the preparation hereof.

18. **Third Party Beneficiaries.** This Agreement governs the rights and liabilities of the signatories to this Agreement only. No third party beneficiaries are created, or intended to be created by this Agreement.

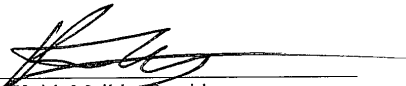
19. **Attorney's Fees.** If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement, or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing Party incident to such proceeding or retention, including reasonable attorneys' fees and costs, shall be paid by the non-prevailing Party. For purposes of this Section, the term "prevailing Party" shall, in the case of a claimant, be the Party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the Party who is successful in denying substantially all of the relief sought by the claimant.

20. **Severability.** If any provision of this Agreement is held to be void or unenforceable, in whole or in part: (i) such holding shall not affect the validity and enforceability of the remainder of this Agreement, including any other provision, section, paragraph or subparagraph, and (ii) the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

21. **Warranty of Authority.** The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CACHE HIGHLINE WATER ASSOCIATION

By: 
Keith Meikle, President

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LOGAN CITY

By: Craig Petersen
Mayor

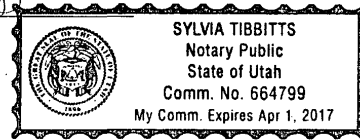
ATTEST:

Teresa Harris
City Recorder

STATE OF UTAH)
 ss.
County of Cache)

On this 30 day of July, 2015, personally appeared before me Keith Meikle, known to me to be the President of Cache Highline Water Association, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the Cache Highline Water Association.

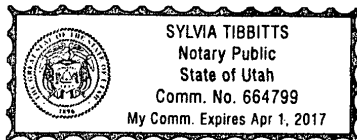
Sylvia Tibbitts
Notary Public



STATE OF UTAH)
 ss.
County of Cache)

On this 30 day of July, 2015, personally appeared before me H Craig Petersen and Teresa Harris known to me to be the Mayor and the City Recorder, respectively, of Logan City, the signers of the above instrument, who duly acknowledged to me that they executed the same on behalf of Logan City.

Sylvia Tibbitts
Notary Public



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EXHIBIT A
Notice of Prescriptive Easement

Ent 1129946 Bk 1858 Pg 1961

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When Recorded, Please Return To:

D. Brent Rose
Clyde Snow & Sessions, P.C.
One Utah Center
201 South Main Street, Suite 1300
Salt Lake City, Utah 84111-2216

Ent 1070189 Bk 1727 Pg 135!
Date: 23-Aug-2012 12:24 PM Fee \$34.00
Cache County, UT
Michael Gleed, Rec. - Filed By GC
For LOGAN HYDE PARK SMITHFIELD CANAL CO

**AMENDED AND RESTATED
NOTICE OF PRESCRIPTIVE EASEMENT**

LOGAN, HYDE PARK AND SMITHFIELD CANAL COMPANY, a nonprofit corporation organized and existing under the laws of the State of Utah (the "Canal Company"), whose current business address is 1335 East 2300 North, Logan, UT 84321, pursuant to and in conformance with the provisions of §57-13a-103, Utah Code Annotated, 1953, as amended, hereby gives notice that it has duly established a prescriptive easement, by continuous, open and notorious and adverse use of its canal, known as the Logan, Hyde Park and Smithfield Canal (the "Canal"), including, the ownership, operation, maintenance, repair, improvement and replacement thereof, for the transportation and conveyance of irrigation and storm drainage waters for a period long exceeding the prescriptive period of 20 years. The Canal is situated solely in Cache County, State of Utah, and is more particularly described as follows:

See EXHIBIT "A" attached hereto and by this reference incorporated herein.

This Amended and Restated Notice of Prescriptive Easement replaces and supersedes that certain Notice of Prescriptive Easement recorded on August 16, 2010, under Entry No. 1026994.

DATED this 22 day of August, 2012.

**LOGAN, HYDE PARK AND SMITHFIELD CANAL
COMPANY**

By: _____

[Signature]
President

ATTEST:

Marianna Larsen
Secretary

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STATE OF UTAH)

:ss.

County of Cache)

On the 22nd day of Aug., 2012, personally appeared before me Keith Meikle and Marianne Larsen, known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as President and Secretary, respectively, on behalf of the corporation therein named, who duly acknowledged to me that the corporation executed the same.



NOTARY PUBLIC
LAREAN SHAFFER
My Commission # 611169
My Commission Expires
July 23, 2015
STATE OF UTAH

[Signature]
NOTARY PUBLIC

EXHIBIT "A"
To Amended and Restated Notice of Prescriptive Easement
(Logan, Hyde Park and Smithfield Canal Company)

A portion of the Canal known as the Logan, Hyde Park Smithfield Canal, more particularly described as follows:

Commencing at the South Quarter Corner of Section 25, Township 12 North, Range 1 East, Salt Lake Baseline and Meridian monumented with a Brass Cap; thence S 89°48'46" W 533.87 feet (Basis of Bearing) along the south line of the Southwest Quarter of said Section 25 to the POINT OF BEGINNING and running thence following a line approximately 9 feet west of the west bank of the Logan, Hyde Park, Smithfield Canal the following courses:

thence N55°26'20"W 30.68 feet;
thence N44°55'56"W 88.87 feet;
thence N38°12'16"W 51.15 feet;
thence N44°33'57"W 94.95 feet;
thence N28°20'50"W 53.46 feet;
thence N22°00'10"W 101.57 feet;
thence N29°28'25"W 68.72 feet;
thence N22°04'06"W 202.54 feet;
thence N05°28'41"W 65.79 feet;
thence N13°04'49"E 71.16 feet;
thence N19°35'11"E 181.13 feet;
thence N05°09'42"W 33.23 feet;
thence N33°35'28"W 9.81 feet;
thence N51°49'11"W 90.64 feet;
thence N43°15'15"W 148.78 feet;
thence N33°01'52"W 39.75 feet;
thence N16°09'48"W 41.10 feet;
thence N00°22'37"W 44.11 feet;
thence N03°09'31"E 36.51 feet;
thence N01°06'59"E 65.68 feet to the Southeast Corner of Sunset Vista Park Extended Ammendment No. 1 recorded November 28, 1952 under Filing No. 260139;

thence along the east line of said Sunset Vista Park Subdivision the next four courses:

- 1) thence N09°15'11"E 133.90 feet;
- 2) thence N05°08'14"E 210.29 feet;
- 3) thence N16°10'18"E 232.33 feet;
- 4) thence N25°00'32"W 111.10 feet to the Southeast Corner of University Heights recorded November 23, 1961 under Filing No. 311955;

thence along the east line of said Sunset Vista Park Subdivison the next eight courses:

- 1) thence N31°31'30"W 104.60 feet;
- 2) thence N07°59'00"W 137.08 feet;
- 3) thence N17°06'00"E 147.75 feet;
- 4) thence N04°50'20"W 83.93 feet;
- 5) thence N36°55'00"W 116.97 feet;
- 6) thence N64°12'30"W 172.42 feet;
- 7) thence N41°51'50"W 49.40 feet;
- 8) thence S89°34'00"W 14.13 feet to the Southeast Corner of Lot 6, McKinnon Subdivison Extension No. 1 recorded February 16, 1972 under Filing No. 365050;

thence along the east line of said McKinnon Subdivision the next four courses:

- 1) thence N01°05'57"W 22.53 feet;
- 2) thence N34°57'57"W 115.65 feet;
- 3) thence N24°46'57"W 177.58 feet;
- 4) thence N15°55'57"W 50.07 feet to the south line of Franklin Gunnell Estates recorded June 17, 1976 under Filing No. 394367;

thence N01°50'26"W 37.71 feet;
thence N03°37'15"W 33.55 feet;
thence N02°57'19"E 159.45 feet;
thence N13°34'58"E 78.12 feet;
thence N06°15'54"E 60.01 feet;
thence N10°34'34"E 48.06 feet;
thence N23°00'43"E 92.54 feet to a point on the south right-of-way line of Franklin Gunnell Way;
thence N29°48'28"E 69.99 feet;
thence N50°57'49"E 30.48 feet;
thence N70°49'52"E 58.45 feet;
thence N58°44'04"E 26.01 feet;
thence N51°19'16"E 52.65 feet;
thence N21°05'21"E 76.05 feet;
thence N03°55'18"E 127.94 feet;
thence N02°06'33"W 84.88 feet;
thence N37°25'32"W 87.49 feet;
thence N21°28'50"W 53.17 feet;
thence N10°53'56"W 112.71 feet;
thence N09°57'13"W 155.80 feet;
thence N05°19'25"W 54.78 feet;

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thence N16°10'54"W 22.57 feet to the Southeast Corner of Lot 15, Parkland Subdivision recorded June 7, 1976 under Filing No. 393917;
thence N07°26'00"E 115.99 feet along the east line of said Lot 15 to the Southeast Corner of Golf Course Subdivision recorded March 30, 1962 under Filing No. 314035;

thence along the east line of said Golf Course Subdivision the next five courses:

- 1) thence N03°30'32"E 209.96 feet;
- 2) thence N12°51'32"E 227.55 feet;
- 3) thence N00°28'32"E 210.63 feet;
- 4) thence N12°03'32"E 99.68 feet;
- 5) thence N20°41'28"W 34.52 feet;

thence N19°53'47"E 68.86 feet;
thence N29°45'43"W 45.69 feet;
thence N54°32'35"W 25.51 feet;
thence N34°35'20"W 67.51 feet;
thence N20°49'41"W 106.43 feet;
thence N14°08'41"W 86.79 feet;
thence N07°25'32"W 70.07 feet;
thence N16°30'28"W 129.90 feet;
thence N27°39'50"W 96.57 feet;
thence N46°31'14"W 63.78 feet;
thence N32°13'01"W 114.89 feet;
thence N30°10'30"W 79.94 feet;

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thence N43°48'31"W 43.47 feet;
thence N53°51'07"W 38.74 feet;
thence N44°57'46"W 53.70 feet;
thence N37°29'05"W 50.00 feet;
thence N28°33'19"W 58.45 feet;
thence N16°06'51"W 94.00 feet;
thence N37°36'47"W 106.44 feet;
thence N35°15'40"W 61.51 feet;
thence N27°13'49"W 68.63 feet;
thence N15°01'03"W 64.33 feet;
thence N19°40'51"W 74.44 feet;
thence N00°59'30"E 109.20 feet;
thence N24°15'10"W 149.34 feet;
thence N20°42'38"W 72.78 feet;
thence N28°23'23"W 73.05 feet;
thence N21°53'54"W 44.40 feet;
thence N05°08'22"W 53.75 feet;
thence N01°22'39"W 89.64 feet;
thence N36°07'27"W 95.13 feet;
thence N26°21'04"W 55.41 feet;
thence N14°59'06"W 51.11 feet;
thence N03°06'18"W 108.44 feet;
thence N01°35'26"E 97.55 feet;
thence N09°57'08"W 41.53 feet;
thence N33°09'06"W 54.01 feet;
thence N20°31'20"W 40.83 feet;
thence N07°51'32"W 57.80 feet;

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thence N00°43'44"W 90.53 feet to the south right-of-way line of 1900 North Street (said point bears S86°10'14"E 460.94 feet from the West Quarter Corner of Section 24 monumented with a Brass Cap);
thence N10°27'22"E 67.47 feet to the north right-of-way line of 1900 North Street;

thence N25°33'32"E 36.48 feet;
thence N49°21'22"E 63.02 feet;
thence N13°07'44"E 24.31 feet;
thence N22°06'44"W 16.52 feet;
thence N45°04'47"W 75.35 feet;
thence N28°28'25"W 52.00 feet;
thence N09°10'48"W 26.24 feet;
thence N01°30'41"W 70.86 feet;
thence N01°54'32"E 56.11 feet;
thence N05°33'37"E 60.20 feet;
thence N16°31'34"E 39.14 feet;
thence N31°56'54"E 25.48 feet;
thence N24°56'50"E 32.17 feet;
thence N09°02'23"E 63.60 feet;
thence N03°39'04"W 52.67 feet;
thence N26°01'28"W 93.08 feet;

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thence N12°18'04"W 40.76 feet;
thence N01°23'25"E 59.04 feet;

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thence N05°43'26"E 50.81 feet;
thence N00°12'45"E 49.39 feet;
thence N05°57'01"W 92.53 feet;
thence N10°46'30"E 52.29 feet;
thence N18°03'31"E 73.86 feet;
thence N03°03'11"W 49.68 feet;
thence N05°41'49"E 55.85 feet;

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thence N09°51'14"E 22.94 feet to the south right-of-way line of 2100 North Street;
thence N09°51'14"E 67.08 feet to the north right-of-way line of 2100 North Street;

thence N12°56'17"E 70.25 feet;
thence N06°00'02"E 61.59 feet;
thence N14°38'47"E 47.82 feet;
thence N15°07'07"E 54.31 feet;
thence N18°02'31"E 57.22 feet;
thence N21°31'37"E 71.28 feet;
thence N18°49'00"E 79.81 feet;
thence N12°25'17"E 92.71 feet;
thence N21°36'07"E 16.88 feet;
thence N49°48'19"E 54.30 feet;
thence N44°59'06"E 53.02 feet;
thence N28°32'16"E 79.15 feet;
thence N42°59'02"E 40.04 feet;
thence N53°37'32"E 40.99 feet;
thence N63°03'51"E 102.96 feet;
thence N58°45'57"E 62.66 feet;
thence N70°10'29"E 54.90 feet;
thence N52°46'44"E 85.01 feet;
thence N77°48'37"E 101.64 feet;
thence N54°45'51"E 32.65 feet;
thence N45°32'37"E 35.34 feet;
thence N34°53'41"E 103.20 feet;
thence N50°26'21"E 95.00 feet;
thence N41°51'10"E 43.58 feet;
thence N32°44'53"E 99.35 feet;
thence N35°05'31"E 62.08 feet;

thence N44°47'58"E 81.83 feet to a point on the canal access easement as shown on Recorded of Survey 2001-57 (said point bears N89°36'55" E 1561.69 feet from the Southwest Corner of Section 13, Township 12 North, Range 1 East monumented with a pk nail);
thence along said canal access easement the next twenty-three courses:

- 1) thence N44°05'00"E 39.44 feet;
- 2) thence N20°22'24"E 69.86 feet;
- 3) thence N00°56'05"E 64.97 feet;
- 4) thence N08°24'44"E 54.32 feet;
- 5) thence N36°30'08"E 63.27 feet;
- 6) thence N44°07'04"E 200.23 feet;
- 7) thence N66°41'31"E 48.93 feet;
- 8) thence N06°14'05"W 38.60 feet;
- 9) thence N30°58'38"W 44.54 feet;
- 10) thence N23°24'48"E 75.92 feet;

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11) thence N17°01'18"W 83.55 feet;
12) thence N02°59'04"E 60.84 feet;
13) thence N18°28'30"E 81.46 feet;
14) thence N54°32'36"E 39.63 feet;
15) thence S87°26'49"E 152.03 feet;
16) thence N27°00'32"W 95.90 feet;
17) thence N02°43'07"E 69.03 feet;
18) thence N08°04'04"W 28.13 feet;
19) thence N19°39'19"W 21.93 feet;
20) thence N32°17'37"W 64.27 feet;
21) thence N17°49'54"W 100.83 feet;
22) thence N25°23'15"W 77.82 feet;
23) thence N19°02'15"W 108.40 feet;

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thence N06°17'25"E 55.71 feet;
thence N32°39'53"E 49.44 feet;
thence N25°23'05"E 14.71 feet;
thence N32°13'06"W 106.24 feet;
thence N34°43'56"W 103.76 feet;
thence N14°13'19"W 98.45 feet;
thence N08°42'28"E 52.09 feet;
thence N23°24'47"W 46.60 feet;
thence N36°27'57"W 48.29 feet;
thence N23°43'02"W 49.36 feet;
thence N02°18'28"W 48.82 feet;
thence N27°20'24"W 25.62 feet;
thence N58°11'18"W 54.85 feet;
thence N52°30'21"W 51.44 feet;
thence N34°57'44"W 46.00 feet;
thence N11°12'44"W 45.55 feet;
thence N10°56'01"E 53.73 feet;
thence N13°44'49"W 34.54 feet;
thence N44°37'34"W 63.69 feet;
thence N32°08'34"W 118.75 feet;
thence N28°35'32"W 50.31 feet;
thence N13°56'30"W 31.83 feet;
thence N19°09'56"E 83.37 feet;
thence N26°23'44"W 17.77 feet;
thence N75°01'12"W 37.25 feet;
thence N50°05'01"W 37.88 feet;
thence N38°14'04"W 50.59 feet;
thence N29°44'14"W 44.45 feet;
thence N23°12'19"W 40.06 feet;
thence N18°58'44"W 74.12 feet;
thence N10°36'09"W 77.93 feet;
thence N21°38'36"W 58.28 feet;
thence N40°12'04"W 55.85 feet;

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thence N16°42'10"W 34.25 feet;
thence N02°16'40"W 48.13 feet;
thence N19°47'47"W 31.77 feet;
thence N53°38'14"W 50.45 feet;

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thence N35°17'29"W 84.43 feet;
thence N44°48'52"W 102.32 feet;
thence N27°09'47"W 119.17 feet;
thence N19°01'34"W 55.18 feet;
thence N28°52'11"W 47.41 feet;
thence N51°15'35"W 102.80 feet;
thence N46°06'55"W 45.25 feet;
thence N29°27'32"W 55.99 feet;
thence N09°00'48"W 46.44 feet;
thence N08°12'23"E 35.37 feet;
thence N23°16'05"W 22.56 feet;
thence N65°05'20"W 65.41 feet;
thence N33°02'32"W 64.12 feet;
thence N30°22'31"W 79.27 feet;
thence N20°38'37"W 58.78 feet;
thence N02°54'13"W 88.92 feet;

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thence N26°01'44"W 67.62 feet to the Southeast Corner of Lot 6, Beutler Family Subdivision Revised recorded January 28, 1991 under Filing No. 540875;

thence along east line of said Beutler Family Subdivision the next thirteen courses:

- 1) thence N01°13'41"W 149.28 feet;
- 2) thence N49°15'09"W 70.14 feet;
- 3) thence N19°43'11"W 43.15 feet;
- 4) thence N27°17'56"W 124.90 feet;
- 5) thence N23°49'10"W 226.41 feet;
- 6) thence N04°25'20"W 28.43 feet;
- 7) thence N39°55'17"W 96.96 feet;
- 8) thence N17°39'47"W 99.78 feet;
- 9) thence N20°34'25"E 89.15 feet;
- 10) thence N57°13'09"W 107.64 feet;
- 11) thence N33°50'05"W 66.99 feet;
- 12) thence N28°53'00"W 255.51 feet;
- 13) thence N13°51'29"W 153.04 feet to a point on the north line of Section 13 (said point bears S 88°57'38" E 53.04 feet from the Northwest Corner of Section 13, Township 12 North, Range 1 East of the Salt Lake Baseline and Meridian)

thence S88°57'38"E 60.11 feet along the north line of Section 13;
thence following a 16 foot right-of-way along the easterly bank of the Logan, Hyde Park and Smithfield Canal as shown on Canyon Ridge Subdivision Revised May 1994 recorded August 22, 1994 under Filing No. 607445 the next thirteen courses:

- 1) thence S18°32'32"E 139.27 feet;
- 2) thence S30°25'36"E 269.81 feet;
- 3) thence S62°04'08"E 96.49 feet;
- 4) thence S20°58'36"E 121.41 feet;
- 5) thence S40°06'49"W 52.00 feet;
- 6) thence S00°30'45"W 43.96 feet;
- 7) thence S28°07'52"E 302.91 feet;
- 8) thence S89°16'49"E 79.26 feet;
- 9) thence S23°57'35"E 109.29 feet;
- 10) thence S25°28'25"W 97.45 feet;

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- 11) thence S42°43'10"E 101.16 feet;
- 12) thence S20°43'36"E 60.50 feet;
- 13) thence S12°19'28"W 73.02 feet;

thence following said east bank of the Logan, Hyde Park and Smithfield Canal the following courses:

thence S27°26'55"W 54.66 feet;
thence S18°29'10"E 69.62 feet;
thence S00°20'21"E 85.77 feet;
thence S26°15'11"E 48.36 feet;
thence S31°04'44"E 84.00 feet;
thence S37°09'28"E 44.37 feet;
thence S57°33'36"E 34.32 feet;
thence S71°19'35"E 29.52 feet;
thence S42°15'48"E 27.68 feet;
thence S08°39'54"E 32.58 feet;
thence S10°23'40"W 33.39 feet;
thence S08°44'29"E 31.55 feet;
thence S27°01'30"E 46.30 feet;
thence S46°41'15"E 47.49 feet;
thence S53°20'43"E 44.82 feet;
thence S46°12'50"E 58.05 feet;
thence S31°21'25"E 59.69 feet;
thence S15°36'42"E 57.49 feet;
thence S32°41'34"E 38.74 feet;
thence S28°24'03"E 40.58 feet;
thence S21°22'46"E 31.53 feet;
thence S48°01'34"E 97.95 feet;
thence S27°38'27"E 54.13 feet;
thence S44°47'58"E 22.81 feet;
thence S66°09'08"E 39.74 feet;
thence S55°43'13"E 47.61 feet;
thence S02°10'06"W 39.34 feet;
thence S13°36'46"W 44.72 feet;
thence S23°29'14"E 22.44 feet;
thence S37°14'52"E 44.14 feet;
thence S25°02'01"E 35.19 feet;
thence S18°16'30"E 37.56 feet;
thence S12°29'43"E 44.96 feet;
thence S06°58'54"E 44.53 feet;
thence S23°51'05"E 61.46 feet;
thence S34°24'20"E 40.61 feet;
thence S16°54'50"E 42.66 feet;
thence S42°27'00"E 44.45 feet;
thence S55°01'48"E 14.36 feet;
thence S77°21'17"E 42.00 feet;
thence S70°35'01"E 34.19 feet;
thence S23°33'17"E 29.91 feet;
thence S08°24'59"W 33.82 feet;
thence S27°05'10"W 73.71 feet;
thence S02°44'52"W 14.20 feet;

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thence S32°12'03"E 135.33 feet;
thence S39°10'17"E 92.70 feet;
thence S14°19'25"E 51.30 feet;
thence S11°33'23"W 57.49 feet;
thence S15°26'09"E 31.50 feet;
thence S36°08'54"E 37.97 feet;
thence S57°26'38"E 33.47 feet;
thence S68°56'39"E 41.91 feet;
thence S48°28'01"E 32.45 feet;
thence S15°16'36"E 44.80 feet;
thence S02°09'36"E 49.88 feet;
thence S29°50'48"E 38.64 feet;
thence S51°06'38"E 47.53 feet;
thence S17°35'13"E 38.62 feet;
thence S03°44'44"E 26.52 feet;
thence S09°46'55"W 59.04 feet;
thence S14°05'59"E 50.53 feet;
thence S38°37'36"E 36.00 feet;
thence S09°07'37"E 22.74 feet;
thence S32°59'50"E 58.16 feet;
thence S34°13'04"E 38.42 feet;
thence S36°30'17"E 55.82 feet;
thence S25°36'42"E 35.82 feet;
thence S00°11'09"W 23.35 feet;
thence S14°07'09"W 13.17 feet;
thence S39°33'48"W 34.74 feet;
thence S16°21'43"W 23.98 feet;
thence S09°20'48"E 36.55 feet;
thence S16°01'10"E 39.42 feet;
thence S29°20'49"E 45.59 feet;
thence S25°48'04"E 79.57 feet;
thence S17°46'38"E 92.09 feet;
thence S28°31'55"E 101.59 feet;
thence S00°55'13"E 55.94 feet;
thence S05°45'02"W 53.96 feet;
thence S34°05'28"E 72.56 feet;
thence S21°18'12"E 43.96 feet;
thence S35°53'10"W 47.70 feet;
thence N87°03'59"W 158.30 feet;
thence S70°22'20"W 12.82 feet;
thence S20°56'45"W 75.38 feet;
thence S06°28'16"E 47.39 feet;
thence S23°20'30"E 35.07 feet;
thence S14°13'29"E 45.97 feet;
thence S19°16'35"W 38.57 feet;
thence S03°35'45"W 34.27 feet;
thence S22°06'06"E 59.17 feet;
thence S09°42'32"W 29.09 feet;
thence S49°08'22"W 46.72 feet;
thence S62°08'04"W 67.24 feet;
thence S40°28'22"W 65.23 feet;
thence S46°38'04"W 82.12 feet;

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thence S35°32'06"W 51.86 feet;
thence S12°45'10"W 30.90 feet;
thence S03°57'03"E 56.09 feet;
thence S17°10'27"W 56.77 feet;
thence S09°29'59"W 55.49 feet;
thence S46°15'46"W 81.46 feet;
thence S58°57'01"W 60.93 feet;
thence S33°00'36"W 101.90 feet;
thence S36°42'57"W 56.56 feet;
thence S41°42'39"W 44.52 feet;
thence S51°49'57"W 56.00 feet;
thence S48°39'31"W 36.68 feet;
thence S36°57'45"W 45.32 feet;
thence S31°16'14"W 68.54 feet;
thence S38°32'53"W 37.75 feet;
thence S68°20'13"W 64.38 feet;
thence S83°03'05"W 72.36 feet;
thence S53°08'57"W 87.97 feet;
thence S66°35'32"W 85.22 feet;
thence S62°34'33"W 133.42 feet;
thence S52°50'15"W 23.82 feet;
thence S45°57'08"W 52.85 feet;
thence S26°26'11"W 79.41 feet;
thence S48°39'03"W 67.29 feet;
thence S57°35'07"W 18.26 feet;
thence S17°30'56"W 161.83 feet;
thence S19°25'56"W 50.19 feet;
thence S25°59'35"W 59.03 feet;
thence S16°25'55"W 51.42 feet;
thence S14°36'34"W 53.05 feet;
thence S13°03'32"W 45.60 feet;
thence S06°21'23"W 59.44 feet;

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thence S10°12'47"W 68.28 feet to the north right-of-way line of 2100 North Street;
thence S06°18'39"W 66.46 feet to the south right-of-way line of 2100 North Street;

thence following said east bank of the Logan, Hyde Park and Smithfield Canal the following courses:

thence S04°20'13"W 150.02 feet;
thence S23°06'22"W 65.07 feet;
thence S08°15'07"W 39.59 feet;
thence S06°29'47"E 39.69 feet;
thence S18°25'09"E 48.62 feet;
thence S04°18'22"W 66.77 feet;
thence S15°57'48"W 46.29 feet;
thence S02°48'33"E 43.84 feet;
thence S11°07'51"E 39.58 feet;
thence S26°09'19"E 95.62 feet;
thence S00°58'32"E 66.60 feet;
thence S11°26'37"W 33.27 feet;
thence S16°50'36"W 38.47 feet;
thence S24°29'57"W 74.73 feet;
thence S06°00'44"W 99.75 feet;

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thence S00°10'26"E 69.62 feet;
thence S04°51'53"E 45.54 feet;
thence S27°09'00"E 37.25 feet;
thence S42°46'57"E 38.50 feet;
thence S48°47'10"E 45.67 feet;
thence S15°07'54"E 33.21 feet;
thence S15°52'13"W 39.90 feet;
thence S45°22'15"W 66.19 feet;
thence S29°24'26"W 31.83 feet;
thence S04°13'50"E 50.56 feet to the south right-of-way line of 1900 North Street;

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thence along the west line of Green Canyon Cove Subdivision, Phase I recorded May 4, 1982 under Filing No. 451469 the next eight courses:

- 1) thence S00°44'26"E 116.84 feet;
- 2) thence S25°39'06"E 112.12 feet;
- 3) thence S02°39'15"E 271.31 feet;
- 4) thence S24°39'53"E 86.41 feet;
- 5) thence S40°55'56"E 91.95 feet;
- 6) thence S02°02'58"E 154.31 feet;
- 7) thence S23°24'33"E 334.10 feet;
- 8) thence S04°15'35"E 175.78 feet;

thence following the east bank of the Logan, Hyde Park and Smithfield Canal through Foothills Subdivision recorded August 29, 1968 under Filing No. 349375 the next fifteen courses:

- 1) thence S21°17'40"E 67.66 feet;
- 2) thence S28°51'43"E 116.31 feet;
- 3) thence S41°47'48"E 66.69 feet;
- 4) thence S33°22'48"E 48.58 feet;
- 5) thence S15°57'04"E 95.44 feet;
- 6) thence S31°02'06"E 48.88 feet;
- 7) thence S41°22'52"E 80.41 feet;
- 8) thence S52°05'01"E 53.75 feet;
- 9) thence S43°23'23"E 52.42 feet;
- 10) thence S32°08'14"E 59.60 feet to the north right-of-way line of 1600 North Street;
- 11) thence S32°08'14"E 60.19 feet to the south right-of-way line of 1600 North Street;
- 12) thence S32°08'14"E 62.89 feet;
- 13) thence S41°02'14"E 92.65 feet;
- 14) thence S22°42'44"E 123.67 feet;
- 15) thence S00°17'34"W 5.24 feet;

thence S23°16'39"E 49.47 feet;
thence S17°57'21"E 45.59 feet;
thence S06°11'31"E 101.58 feet;
thence S17°11'20"E 143.42 feet;
thence S51°36'58"E 143.78 feet;
thence S10°11'17"E 139.71 feet;
thence S33°58'26"W 121.07 feet;

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thence along the west line of The Communities at Deer Crest (2007 Amendment) recorded October 2, 2007 under Filing No. 955932 also being the east bank of the Logan, Hyde Park and Smithfield Canal the next eight courses:

- 1) thence S07°30'35"W 114.46 feet;

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- 2) thence S03°58'22"E 137.77 feet;
- 3) thence S11°21'47"W 249.54 feet;
- 4) thence S03°12'11"W 68.83 feet;
- 5) thence S06°49'28"W 214.28 feet;
- 6) thence S08°47'07"E 277.19 feet;
- 7) thence S17°07'16"E 75.97 feet;
- 8) thence S40°48'10"E 45.40 feet;

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thence S42°55'03"E 12.78 feet to the Northwest Corner of Lot 4, Castle Hills Subdivision, Phase 2 recorded July 16, 1991 under Filing No. 546650;

thence following the east bank of the Logan, Hyde Park and Smithfield Canal through said Castle Hills Subdivision, Phase 2 and Castle Hills Plat 1 recorded June 4, 1979 under Filing No. 423577 the next eighteen courses:

- 1) thence S25°30'29"E 70.67 feet;
- 2) thence S01°48'43"W 173.35 feet;
- 3) thence S12°26'49"W 69.77 feet;
- 4) thence S24°04'52"W 48.21 feet;
- 5) thence S48°06'16"W 86.50 feet;
- 6) thence S70°13'04"W 74.89 feet;
- 7) thence S38°39'34"W 79.57 feet to the Northwest Corner of Lot 7, Block 1, said Castle Hills Plat 1;
- 8) thence S00°11'30"E 29.58 feet;
- 9) thence S22°21'10"W 82.50 feet;
- 10) thence S11°08'53"W 168.70 feet;
- 11) thence S02°27'16"W 170.92 feet;
- 12) thence S03°47'10"E 40.70 feet;
- 13) thence S23°24'52"E 81.75 feet;
- 14) thence S25°45'55"E 135.52 feet;
- 15) thence S32°28'43"E 97.32 feet;
- 16) thence S11°31'45"E 16.24 feet;
- 17) thence S51°37'24"E 52.44 feet;
- 18) thence S67°55'37"E 6.66 feet;

thence following said east bank of the Logan, Hyde Park and Smithfield Canal the following courses:

- thence S71°44'22"E 109.98 feet;
- thence S62°24'03"E 26.29 feet;
- thence S45°10'50"E 145.35 feet;
- thence S21°29'58"E 68.88 feet;
- thence S03°14'00"E 60.47 feet;
- thence S14°24'32"W 65.44 feet;
- thence S17°11'26"W 45.60 feet;
- thence S10°10'19"W 74.12 feet;
- thence S10°58'18"E 50.62 feet;
- thence S16°44'32"E 76.12 feet;
- thence S34°22'19"E 101.60 feet;
- thence S45°46'21"E 55.69 feet;
- thence S07°12'48"E 62.94 feet;
- thence S20°45'40"W 53.79 feet;
- thence S23°05'59"W 104.94 feet;
- thence S12°41'26"W 133.38 feet;
- thence S06°32'12"W 120.55 feet;

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thence S12°06'47"W 67.43 feet;
thence S07°04'16"W 136.52 feet;
thence S03°56'19"W 100.14 feet;
thence S13°19'16"E 28.85 feet;
thence S39°26'43"E 38.77 feet;
thence S01°49'24"W 10.91 feet;
thence S43°39'50"E 95.42 feet;
thence S54°28'47"E 86.33 feet;
thence S52°12'47"E 42.30 feet;
thence S28°38'35"E 39.15 feet;
thence S03°37'52"E 35.23 feet;
thence S16°39'56"W 80.94 feet;
thence S19°45'53"W 97.02 feet;
thence S39°38'46"W 20.27 feet;
thence S06°20'58"W 79.39 feet;
thence S06°23'29"E 40.02 feet;
thence S19°35'07"E 56.90 feet;
thence S19°04'37"E 110.00 feet;
thence S26°01'57"E 39.73 feet;
thence S30°02'13"E 45.02 feet;
thence S25°45'23"E 61.89 feet;
thence S23°00'05"E 44.45 feet;
thence S13°54'17"E 11.56 feet;
thence S35°51'35"E 33.74 feet;
thence S39°54'23"E 113.62 feet;
thence S36°22'35"E 32.03 feet;
thence S35°09'44"E 47.40 feet;
thence S52°42'58"E 31.84 feet;
thence S52°07'16"E 69.91 feet to the south line of the Southwest Quarter of Section 25, Township 12 North, Range 1 East of the Salt Lake Baseline and Meridian;
thence S89°48'46"W 42.44 feet along said south line to the point of beginning.

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EXHIBIT B
Description of Licensed Lands

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{00804867-1 }

Highline Canal Trail centerline easement description
traveling across the Logan Hyde Park Smithfield canal property

Beg. S 0-10-5 W 532.40 FT from the SE corner of Section 25 T12N R1E, also known as the Cache County Section
Corner Local ID number 31 to POB Thence:

TH N 74-43-42 W 71.76 FT

TH N 67-41-4 W 65.24 FT

TH N 63-0-15 W 133.94 FT

TH N 58-9-3 W 104.98 FT

TH N 53-3-41 W 74.94 FT

TH N 42-20-57 W 68.86 FT

TH N 49-29-50 W 28.43 FT

TH N 79-22-49 W 29.33 FT

TH S 82-52-29 W 36.31 FT

TH S 73-23-8 W 58.28 FT

TH S 64-16-10 W 41.50 FT

TH S 71-1-45 W 30.48 FT

TH S 84-10-27 W 22.18 FT

TH N 69-28-26 W 101.47 FT

TH N 53-20-38 W 24.14 FT

TH N 46-45-12 W 62.45 FT

TH N 61-33-25 W 24.59 FT

TH N 79-32-42 W 76.94 FT

TH S 81-1-39 W 43.32 FT

TH S 76-5-15 W 50.57 FT

TH S 83-54-55 W 89.23 FT

TH N 86-9-14 W 53.72 FT

TH N 82-55-47 W 58.54 FT

TH N 85-54-53 W 18.96 FT

TH S 82-57-15 W 40.39 FT

TH N 85-32-41 W 34.78 FT

TH S 86-31-10 W 29.66 FT

TO END, SUBJECT TO 8FT FROM EACH SIDE OF CENTERLINE DESCRIPTION. (See next page)

Ent 1129946 Bk 1858 Pg 1976

**Highline Canal Trail SPUR centerline easement description
traveling across the Logan Hyde Park Smithfield canal property**

Beg. S 0-15-47 W 257.46 FT; TH N 89-27-9 W 495.22 FT from the SE corner of Section 25 T12N R1E, also known as the Cache County Section Corner Local ID number 31 to POB Thence:

TH S 44-1-9 E 45.40 FT

TH S 24-10-45 E 52.90 FT

TH S 14-28-14 E 31.53 FT

TH S 30-57-51 W 17.23 FT

TH S 52-35-41 W 21.08 FT

TH S 71-33-53 W 49.83 FT

TH S 67-51-18 W 91.44 FT

TH S 75-4-9 W 30.58 FT

TH N 85-21-53 W 36.56 FT

TH S 81-28-9 W 59.75 FT

TH S 74-51-33 W 86.72 FT

TO END, SUBJECT TO 8FT FROM EACH SIDE OF CENTERLINE DESCRIPTION.

Highline Canal Trail Centerline Easement Description LHPSP Canal Property



EXHIBIT C
Highline Canal Trail Rules and Regulations

(1) ALL TRAIL USERS USE THE TRAIL AT THEIR OWN RISK.

(2) All trail users are guests on an easement and right-of-way that exists for the superior and paramount purpose of operating, maintaining, repairing and replacing an underground water aqueduct owned and operated by the Cache Highline Water Association (the "Association"). Any trail use is at all times secondary and subordinate to the Association's rights and interests therein.

(3) Sections of the trail may be closed at any time for construction, operation, maintenance and repair purposes associated with the water conveyance facilities located within the Canal Easement.

(4) Safe use of this trail requires everyone's cooperation. All trail users shall be required to exercise common courtesy.

(5) The use of (i) automobiles, trucks, motorcycles, or other motorized vehicles, (ii) bicycles, unicycles, or other mechanized vehicles (wheelchairs and baby strollers excepted), and (iii) horses, mules or other animals (other than dogs), by the general public are prohibited

(6) Be aware that Association and City personnel, vehicles and equipment work in the trail right-of-way. You must yield to Association and City personnel, vehicles and equipment whenever you encounter them.

(7) Stay on the designated trail, and for everyone's safety, stay on the right side of the trail, relative to your direction of movement.

(8) No digging is allowed within the right-of-way.

(9) Dogs must be adequately leashed and controlled at all times.

(10) Close all gates after passing through them.

(11) Carry out and properly dispose of all litter.

(12) Remove and dispose of all dog waste.

(13) Report unsafe conditions or other hazards to the City emergency dispatch center.

(14) Strictly observe all caution and other warning signs.

(15) Trail Users Shall Not:

(a) Smoke on the trail.

(b) Build or light any fire on the trail.

(c) Disturb livestock, wildlife, or vegetation within the trail right-of-way.

(d) Damage or destroy any trail improvement or water conveyance property, including (but not limited to, gates, fences, signs, locks, structures, buildings, vents, grates, manholes or other access covers, pipes, etc).

Ent 1129946 Bk 1858 Pg 1979