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Book - 10232 Pg - 2594-2604
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METROPOLITAN WATER DIST OF SL
3430 E DANISH RD
SANDY UT 84093
BY: HPA, DEPUTY - MA 11 P.

When Recorded Return to:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093-2139

Parcel No.: 28272510160000

NOTICE OF INTEREST

NOTICE IS GIVEN TO ALL PERSONS with regard to the following property (Property) located in Salt Lake County, State of Utah:

Property located at 2328 E. Bear Hills Drive, Draper, Utah, Property ID 28-27-251-016, more particularly described as: Lot 11, Cove at Bear Canyon Phase 1 Subdivision; also beginning at the northernmost corner of Lot 10 of said subdivision; and running thence South 41°01'55" East 158.80 feet to the most easterly corner of said Lot 10; thence South 48°58'05" West 54.411 feet; thence North 41°01'55" West 158.80 feet; thence North 48°58'05" East 54.411 feet to the Point of Beginning.

that Contract No. 7-LM-41-09350 dated October 10, 1997 between the UNITED STATES OF AMERICA and ROGER AND MARGARET HANCOCK permits the Property owner to utilize a portion of the easement acquired for the Salt Lake Aqueduct for landscaping and gardening in compliance with the terms of the contract. A copy of the contract is attached hereto as Exhibit A.

The METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY (MWDSLS) succeeded to the United States easement. A history of the District interest is as follows:

1. On January 3, 1945, the District was granted a 200-foot wide perpetual easement by Warranty Deed of Easement, recorded on March 21, 1946 as Entry No. 1033469, in Book 464, at Page 249, books and records of the Salt Lake County Recorder.

2. On December 30, 1952, the District transferred its easement to the United States of America, Bureau of Reclamation ("USBR") by Quit Claim Deed, recorded on February 10, 1959, as Entry No. 1317357, in Book 984, at Page 564, books and records of the Salt Lake County Recorder.

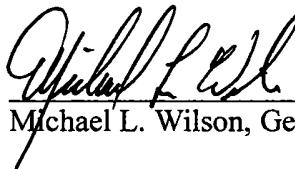
3. On October 2, 2006, USBR transferred its interests in the easement back to the District via Quit Claim Deed recorded on October 2, 2006, as Entry No. 9862736, Book 9359, Pages 6770-6929, in the books and records of the Salt Lake County Recorder. That transfer by USBR was pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub.

Law. 108-382, and the contract authorized by the Provo River Project Transfer Act, Contract No. 04-WC-40-8950.

4. On September 19, 2013, the District abandoned that portion of its easement interest located on Property by Notice of Partial Abandonment of Easement, recorded September 25, 2013, as Entry No. 11730368, in Book 10180, Pages 2142-2144, books and records of the Salt Lake County Recorder.

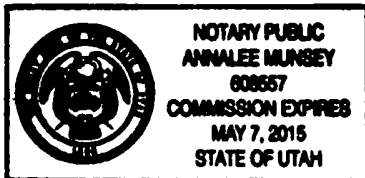
DATED this 15th day of May, 2014.

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

By: 
Michael L. Wilson, General Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 15 day of May, 2014, personally appeared before me Michael L. Wilson, the General Manager of the Metropolitan Water District of Salt Lake & Sandy, who duly acknowledged to me that he signed the foregoing Notice of Interest on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that he signed the same for the purposes stated therein.




NOTARY PUBLIC

Exhibit A

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
PROVO RIVER PROJECT
SALT LAKE AQUEDUCT

EASEMENT ENCROACHMENT AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
ROGER AND MARGARET HANCOCK

Oct This Easement Encroachment Agreement made this 10th day of 1997, 1997, by and between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, acting pursuant to the Act of June 17, 1902 (32 Stat. 388), and all acts amendatory thereof or supplementary thereto, and ROGER and MARGARET HANCOCK, hereinafter referred to as the Landowners.

WITNESSETH THAT:

WHEREAS, the United States is the Grantee of that certain easement granted the 10th day of February 1963, by Heber J. Smith, which easement is recorded in Book 984, Page 564, of the official records of Salt Lake County, State of Utah, hereinafter referred to as the Easement of the United States; and

WHEREAS, the Landowners plan to utilize their property in such a manner as to encroach upon the Easement of the United States in a manner more particularly specified hereinafter; and

WHEREAS, the United States is willing to agree to said encroachment, upon conditions more particularly specified hereinafter;

NOW, THEREFORE, the United States hereby agrees to encroachment upon the Easement of the United States by the Landowners only to the extent and for the purposes set forth below:

The Landowners to utilize Easement Lands acquired for the Salt Lake Aqueduct for landscaping and gardening from Centerline Stations 1514+79.3 thru 1515+88.1. The lands are located in the back of Lot 11 of the Cove at Bear Canyon Subdivision, and are also located in Section 27, Township 3 South, Range 1 East, Salt Lake Meridian, as shown on Exhibits "B" and "C."

1. United States guidelines for agreeing to such encroachment upon the Easement of the United States are shown on Exhibit "A," attached hereto and by this reference made a part hereof.

2. The Landowners or their Contractor, shall perform all work within the encroachment area in accordance with the plans, drawings, guidelines, and maps attached hereto, and in a manner satisfactory to the United States and the Metropolitan Water District of Salt Lake City, hereinafter called the District.

3. In consideration of the United States agreeing to encroachment upon the Easement of the United States by the Landowners, the Landowners hereby agree to indemnify and hold the United States and the District, their agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement of the United States, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the United States or the District from responsibility for their own negligence.

4. In consideration of the United States agreeing to the Landowners encroaching upon the Easement of the United States, the Landowners agree that the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property of the Landowners, if damaged by reason of encroachment upon the Easement of the United States by the Landowners. The Landowners hereby releases the United States and the District, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the Landowners from the construction, operation, and maintenance of Project works upon said lands; provided that nothing in this Agreement shall be construed as releasing the United States or the District from liability for their own negligence.

5. The Landowners shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any Federal, state, or local governmental body having jurisdiction over the encroachment.

6. The provisions of this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assign of the Landowners shall have the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment on the Easement of the United States.

7. This agreement makes no finding as to the right, title, or validity of the Landowners or the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the United States.

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

UNITED STATES OF AMERICA

By: *Bruce C. Barrett*
For Bruce C. Barrett
Area Manager
Provo Area Office

ROGER A. HANCOCK

MARGARET K. HANCOCK

Roger A. Hancock
Roger A. Hancock

CONCUR:

Margaret K. Hancock

METROPOLITAN WATER DISTRICT OF SALT LAKE CITY

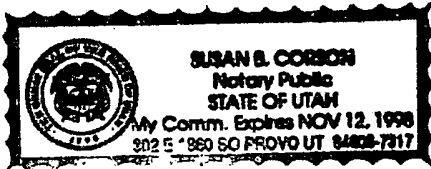
By: *[Signature]*
Title *Gen. Mgr.*

ACKNOWLEDGMENT OF THE UNITED STATES

State of Utah,
County of Utah ss.

On the 10th day of October, 1997, personally appeared before me, R Jay Henrie known to me to be the Acting Area Mgr of the Provo Area Office, Bureau of Reclamation, Upper Colorado Region, United States Department of the Interior, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the United States of America pursuant to authority delegated to him.

(NOTARY SEAL)



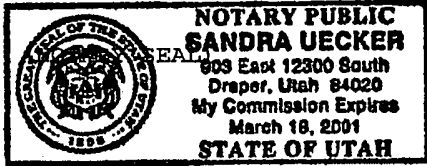
Susan B Corson
Notary Public in and for the
State of Utah
Residing at American Fork UT
My commission expires: 11-12-98

ACKNOWLEDGMENT OF THE LANDOWNERS

State of Utah)
County of Salt Lake) ss.

On this 3RD day of October, 1997, personally appeared before me Roger A Hancock, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the within and foregoing instrument as his/~~her~~ free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

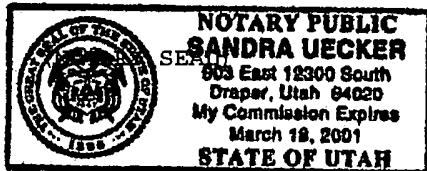


Sandra Uecker
Notary Public in and for the State of Utah Residing at Draper My commission expires: 3-18-01

State of Utah)
County of Salt Lake) ss.

On this 3RD day of October, 1997, personally appeared before me Margaret Hancock to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the within and foregoing instrument as ~~his~~/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Sandra Uecker
Notary Public in and for the State of Utah Residing at Draper My commission expires: 3-18-01

EXHIBIT "A"

ENCROACHMENT GUIDELINES FOR LANDSCAPING AND GARDENING

1. If the maintenance or repair of any or all structures and facilities of the United States located on the easement area should be made more expensive by reason of the existence of the encroaching improvements or works of the Landowners thereon, the Landowners will promptly pay to the United States and/or the Metropolitan Water District of Salt Lake City, their agents or assigns, responsible for operation and maintenance of said structures or facilities, the full amount of such additional expense upon receipt of an itemized bill therefor.

2. The Landowners shall use, occupy, and maintain their encroaching facilities or structures with due care to avoid damage to or obstruction of the Salt Lake Aqueduct or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

Becky Rogers

