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Contract No. 5-18119
8-LA-40-L1570

Parcel Nos. WCWEP-W-0588-0 (P),
WCWEP-W-0588-3 (P)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

00208786 Bk 00403 Pg 00572-00584
WASATCH CO RECORDER-ELIZABETH M PARCELL
1998 NOV 19 14:06 PM FEE \$35.00 BY MWC
REQUEST: HIGH COUNTRY TITLE

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

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made this 18th day of August, 1998, in pursuance of the Act of June 17, 1902 (32 STAT.388), and the Act of April 11, 1956 (70 Stat. 105), and Acts amendatory thereof or supplementary thereto, and pursuant to the provisions of the Reclamation Projects Authorization Act of 1992 (Public Law 102-575), between THE UNITED STATES OF AMERICA, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and

CLARK FITZGERALD, a single/married man
(as to an undivided 1/2 interest)
and
RODNEY M. FITZGERALD and KAY L. FITZGERALD,
as Trustees of the Family Trust portion of the
MONT B. FITZGERALD FAMILY TRUST AGREEMENT
dated October 18, 1995
(as to an undivided 1/2 interest)

hereinafter styled Grantor,

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

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

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

PARCEL NOS. WCWEP-W-0588-0(P) and WCWEP-W-0588-3(P) (Perpetual Easement)

All that portion of the Mont B. Fitzgerald Family Trust Agreement and Clark F. Fitzgerald property, situate in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty (20) and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-nine (29), Township Three (3) South, Range Five (5) East, Salt Lake Base and Meridian, included within a strip of land Sixty-five (65.00) feet wide, Twenty-five (25.00) feet right or westerly and Forty (40.00) feet left or easterly from the centerline of the Wasatch Canal, from Station 146+24 to 174+73:

Beginning at a point in the centerline of the Wasatch Canal (Station 146+24), as said centerline is depicted on the Exhibit A (attached hereto and by this reference made a part hereof), which point is Eleven Hundred Ninety-five and Forty-four Hundredths (1195.44) feet North and Twelve Hundred Forty-two and Twenty-three Hundredths (1242.23) feet West from the South Quarter corner of said Section 20 (original stone); thence southeasterly Twenty-four and Fifty-seven Hundredths (24.57) feet along the arc of a One Hundred (100.00)-foot radius curve to the right (chord bears South 35°17'43" East Twenty-four and Fifty Hundredths (24.50)); thence South 28°15'28" East Forty-six and Forty-eight Hundredths (46.48) feet to the point of tangency of a Seventy-five (75.00)-foot radius curve to the left; thence southeasterly Forty-four and Seventy-six Hundredths (44.76) feet along the arc of said curve; thence South 62°27'02" East Thirty-one and One Hundredth (31.01) feet to the point of tangency of a Seventy-seven and Sixteen Hundredths (77.16)-foot radius curve to the right; thence southeasterly Thirty-six and Eighty-four Hundredths (36.84) feet along the arc of said curve; thence South 35°05'45" East Thirty-two and Sixty-six Hundredths (32.66) feet to the

point of tangency of a One Hundred Fourteen and Forty-eight Hundredths (114.48)-foot radius curve to the left; thence southeasterly Forty-two and Eighty-three Hundredths (42.83) feet along the arc of said curve; thence South $56^{\circ}31'55''$ East One Hundred Forty-one and Ninety-six Hundredths (141.96) feet to the point of tangency of a Two Hundred Sixty-nine and Thirty-six Hundredths (269.36)-foot radius curve to the right; thence southeasterly Sixty-five and Forty-five Hundredths (65.45) feet along the arc of said curve; thence South $42^{\circ}36'39''$ East Two Hundred Forty-three and Thirty-one Hundredths (243.31) feet to the point of tangency of a One Hundred Fifty-five and Eighty-four Hundredths (155.84)-foot radius curve to the left; thence southeasterly Eighty-nine and Eighty-five Hundredths (89.85) feet along the arc of said curve; thence South $75^{\circ}38'47''$ East Thirty and Seventy-three Hundredths (30.73) feet to the point of tangency of a Sixty (60.00)-foot radius curve to the right; thence southeasterly Sixty-seven and Eighty-four Hundredths (67.84) feet along the arc of said curve; thence South $10^{\circ}51'52''$ East Forty-two and Thirty Hundredths (42.30) feet to the point of tangency of a One Hundred Six and Thirty-two Hundredths (106.32)-foot radius curve to the left; thence southeasterly One Hundred Two and Forty-nine Hundredths (102.49) feet along the arc of said curve; thence South $66^{\circ}05'49''$ East Sixty and Eighty-seven Hundredths (60.87) feet to the point of tangency of a Twenty-nine and Seventy-one Hundredths (29.71)-foot radius curve to the right; thence southeasterly Forty-three and Nine Hundredths (43.09) feet along the arc of said curve to the point of compound curvature of a Two Hundred Twenty-nine and Thirty-three Hundredths (229.33)-foot radius curve; thence southerly Forty and Fifty Hundredths (40.50) feet along the arc of said curve; thence South $27^{\circ}07'10''$ West Eight and Forty-four Hundredths (8.44) feet to the point of tangency of a One Hundred Twenty-six and Ninety-five Hundredths (126.95)-foot radius curve to the left; thence southerly Ninety and Sixty-six Hundredths (90.66) feet along the arc of said curve;

thence South 13°47'50" East Fifty and Ninety-four Hundredths (50.94) feet to the point of tangency of a Two Hundred One and Thirty-one Hundredths (201.31)-foot radius curve to the right; thence southerly Sixty-three and Eight Hundredths (63.08) feet along the arc of said curve; thence South 4°09'17" West Ninety-six and Fourteen Hundredths (96.14) feet to the point of tangency of a Sixty (60.00)-foot radius curve to the left; thence southerly Thirty-four and Thirty-two Hundredths (34.32) feet along the arc of said curve; thence South 28°37'00" East Thirty-five and Thirty-nine Hundredths (35.39) feet to the point of tangency of a One Hundred Sixty-one and Seventy-four Hundredths (161.74)-foot radius curve to the left; thence southeasterly Fifty and Sixty-one Hundredths (50.61) feet along the arc of said curve; thence South 46°32'43" East Seventy-three and Forty-seven Hundredths (73.47) feet to the point of tangency of a Seventy-five and Sixteen Hundredths (75.16)-foot radius curve to the right; thence southeasterly Forty-one and Seventy-eight Hundredths (41.78) feet along the arc of said curve; thence South 14°41'39" East Thirty-eight and Twenty-three Hundredths (38.23) feet to the point of tangency of a One Hundred Thirty-six and Fourteen Hundredths (136.14)-foot radius curve to the left; thence southeasterly Forty and Twenty-three Hundredths (40.23) feet along the arc of said curve to the point of reverse curvature of a Two Hundred Four and Seventy-six Hundredths (204.76)-foot radius curve; thence southerly Sixty-eight and Sixty-one Hundredths (68.61) feet along the arc of said curve; thence South 12°25'45" East Forty and Seventy-two Hundredths (40.72) feet to the point of tangency of a One Hundred Thirty-nine and Twelve Hundredths (139.12)-foot radius curve to the left; thence southerly Forty-six and Thirty-nine Hundredths (46.39) feet along the arc of said curve; thence South 31°32'00" East Twenty-five and Sixty Hundredths (25.60) feet to the point of tangency of a Three Hundred (300.00)-foot radius curve to the right; thence southerly Ninety-seven and Twenty-four Hundredths (97.24) feet along the arc of said curve; thence South 12°57'43" East Sixty-six and

Ninety-eight Hundredths (66.98) feet to the point of tangency of a Six Hundred Seventy-eight and Ninety-five Hundredths (678.95)-foot radius curve to the left; thence southerly One Hundred Twenty-nine and Eighty-nine Hundredths (129.89) feet along the arc of said curve; thence South $23^{\circ}55'23''$ East Fifty-two and Eighty-six Hundredths (52.86) feet to the point of tangency of a One Hundred Fifty (150.00)-foot radius curve to the right; thence southerly Fifty-three and Sixty-eight Hundredths (53.68) feet along the arc of said curve; thence South $3^{\circ}25'02''$ East Thirty-five and Fifty-nine Hundredths (35.59) feet to the point of tangency of a One Hundred Eighty-three and Sixty-six Hundredths (183.66)-foot radius curve to the left; thence southerly Seventy-two and Twenty-six Hundredths (72.26) feet along the arc of said curve; thence South $25^{\circ}57'36''$ East Eighty-five and Twenty-eight Hundredths (85.28) feet to the point of tangency of a Two Hundred Eighteen and Eighty-two Hundredths (218.82)-foot radius curve to the left; thence southeasterly Twenty-nine and Fifty-six Hundredths (29.56) feet along the arc of said curve; thence South $33^{\circ}41'57''$ East Seventy-two and Fifty-three Hundredths (72.53) feet to the point of tangency of a Fifty-one and Eighty-eight Hundredths (51.88)-foot radius curve to the right; thence southerly Fifty-one and Ninety-four Hundredths (51.94) feet along the arc of said curve; thence South $23^{\circ}39'47''$ West Twenty-nine and Eleven Hundredths (29.11) feet to the point of tangency of a Fifty-four (54.00)-foot radius curve to the left; thence southeasterly Seventy-nine and Thirty-six Hundredths (79.36) feet along the arc of said curve to a point (Station 174+73) Nine and Thirty-nine Hundredths (9.39) feet East and Eleven Hundred Thirty-three and Fifty-six Hundredths (1133.56) feet South from the North Quarter corner of said Section 29 (original stone).

The sideline boundaries of said strip are to be shortened or extended so as to begin on said northerly boundary line and end on the easterly boundary line of said property boundary. Parcel Nos. WCWEP-W-0588-0(P) and WCWEP-W-0588-3(P) contain Four and Twelve Hundredths (4.12) acres, more or less.

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

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

1c. It is understood and agreed that the rights to be granted to the United States, as described in Article 1 hereof, shall be free from lien or encumbrance except: (i) coal, oil, gas, and other mineral rights reserved or outstanding as of the date of this contract; (ii) any exploration or exploitation of such coal, oil, gas, and other minerals shall be approved in writing, by the Secretary of the Interior or his duly-authorized representative; (iii) rights-of-way of record for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines, on, over, under, or across said lands in existence on such date; and (iv) court liens, judgments or financial encumbrances, such as Deeds of Trust, for which a formal consent has been obtained from the court or the lien holder.

1d. Grantor, for himself, his successors and assigns, understands and agrees that any alteration, modification, change, or placement of improvements, by Grantor or any third party, within the above-described easement area, subsequent to the date of execution of this Contract and Grant of Easement, shall be made at Grantor's own risk, and Grantor hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever which is caused by or as a direct result of such alteration, modification, change, or placement of improvements within said area; provided, however, that nothing in this Article shall be construed as releasing the United States from liability for its own negligence.

1e. The United States, at its sole cost and expense, within the easement herein described, will: (i) replace or repair with materials of like kind and equal quality any fences, ditches, pipelines, driveways, or roadways, including appurtenances thereto existing at the time of execution of this contract by the

Grantor that are damaged or destroyed by construction of the canal, and appurtenant structures, (ii) grade to reasonably even and regular surfaces, all fills, cuts, and waste banks, and (iii) at its option, the United States will compensate the Grantor for damage or loss of the above items based on an appraisal mutually acceptable to the United States and the Grantor.

1f. The United States agrees that any crop loss or crop damages incurred as a result of the construction of the project on the above described parcel of land are not included in the consideration paid under Article 3 hereof. The construction contractor will be responsible for payment for such loss or damages. If they are not, the United States will compensate the Grantor for such loss or damages based on an appraisal mutually acceptable to the United States and the Grantor.

1g. The United States, at its sole cost and expense, will provide and maintain temporary irrigation facilities whenever use of existing irrigation facilities is disrupted by said project.

2. The Grantor hereby ratifies and affirms the right of the United States, its permittees, successors or assigns, to construct, reconstruct, realign, enlarge, improve, relocate, repair, operate and maintain said canal, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in paragraph 1 above, together with the right of access thereto. for such purposes, at any time and from time to time, under the following conditions:

(a) The United States shall have the right to use the subject land for ingress and egress at any time without prior notice, together with the right to use existing or future roadways, on, over or across Grantor's remaining property, at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now, or may hereafter be, constructed on said lands described herein.

(b) The rights granted to, and exercised by, the United States shall be subject to all fencing, canals, ditches, pipelines, roadways, and rights-of-way, including the right of the Grantor to use the lands within said parcel for agricultural purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States.

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3. The United States shall purchase said easement on the terms herein expressed, and on execution and delivery of this Contract and Grant of Easement, and approval by the proper officials of the United States, it shall cause to be paid to the Grantor as full purchase price the sum of ~~Sixty~~^{THIRTY} ~~THOUSAND~~^{SIX} ~~THREE~~^{SIX} ~~HUNDRED~~^{SIX} and no/100 Dollars (\$~~60,300.00~~^{33,636.00}) by United States Treasury warrant or fiscal officer's check. *August 18, 1998* *RF* *Kay L. J.*

4. The Grantor shall, at his own cost, procure and have recorded all assurances of title and affidavits which the Grantor may be advised by the United States are necessary and proper to show in the Grantor complete fee simple unencumbered title to the property whereon the above-described easement lies, subject only to the interests, liens, or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense. The expense of recording this Contract and Grant of Easement shall be borne by the United States.

The United States shall reimburse the Grantor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Grantor:

(a) Recording fees, transfer taxes and similar expenses incidental to granting the easement described herein to the United States; and

(b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property.

The Grantor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by him and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

5. In the event that liens or encumbrances other than those expressly provided herein, do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this Contract and Grant of Easement, nor as an assumption of any lien or encumbrance by the United States.

6. It is agreed that, at its election, the United States may draw its check in payment for granting the above-described easement to the order of the title contractor or closing agent,

and the Grantor hereby authorizes the said contractor or agent to cash the check and make disbursements out of the proceeds to satisfy and pay any taxes, assessments, and encumbrances which are a lien against the real estate; to purchase any Federal or State documentary revenue stamps; to pay any State and local recording or transfer taxes where required, and any other expenses incident to the closing of title which are properly chargeable to the Grantor; and to remit the balance of the proceeds to Grantor; together with an itemized statement of the payments made on Grantor's behalf.

7. This Contract and Grant of Easement shall become effective to bind the United States to purchase said easement immediately on its execution by the contracting officer acting under the authority of the Secretary of the Interior and shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Grantor, and the assigns of the United States.

8. After execution of this contract by the United States, the proper officers and agents of the United States shall, at all times, have unrestricted access to said easements to survey, construct, reconstruct, realign, enlarge, improve, relocate, repair, operate and maintain the canal, free of any claim for damage or compensation on the part of the Grantor, except as otherwise provided for in this contract.

9. If the Secretary of the Interior determines that the title to the easement should be acquired by the United States by judicial procedures, either to procure a safe title or to obtain title more quickly or for any other reason, then the award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided. This contract shall constitute full and complete satisfaction of all claims by the Grantor to compensation for the land described in paragraph 1 herein.

10. The Grantor warrants that the Grantor has not employed any person to solicit or secure this Contract and Grant of Easement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the Contract and Grant of Easement, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Grantor for the purpose of securing business with others than the United States.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Contract and Grant of Easement, or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

12. The terms of this Contract and Grant of Easement will survive the grant provided for herein.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above-written.

THE UNITED STATES OF AMERICA

APPROVED

Christopher Brick
Field Solicitor's Office

By Bruce E. Snyder
Bruce E. Snyder
Realty Officer
Resources Management Division
Bureau of Reclamation,
Upper Colorado Region

Clark Fitzgerald
CLARK FITZGERALD

MONT B. FITZGERALD FAMILY
TRUST AGREEMENT, dated
October 18, 1995

Rodney M. Fitzgerald
RODNEY M. FITZGERALD, Trustee

Kay L. Fitzgerald
KAY L. FITZGERALD, Trustee

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WITNESS JURAT

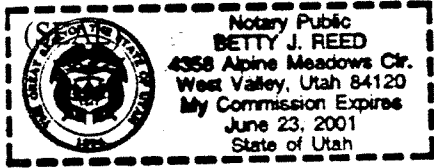
State of Utah)
) ss
County of Salt Lake

Chuck Sullivan
Clark Fitzgerald
Rodney M. Fitzgerald, and
Kay L. Fitzgerald

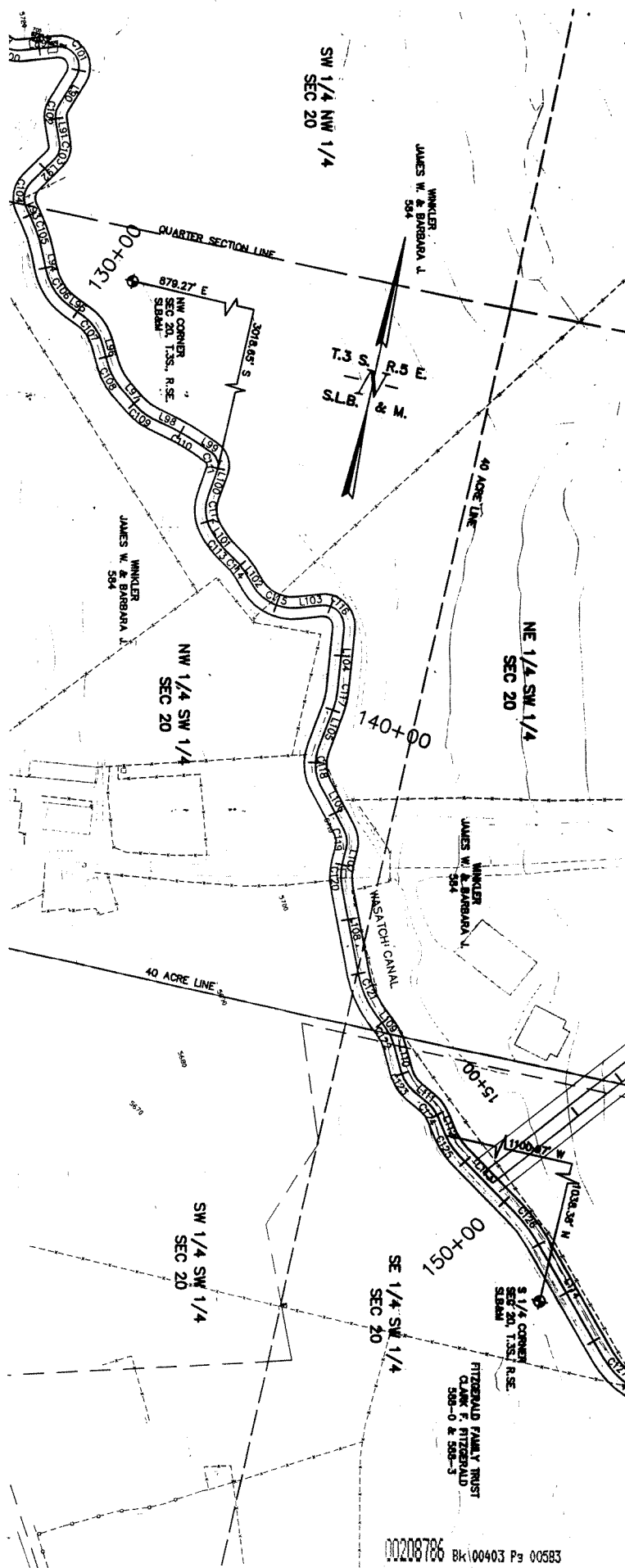
On August 18, 1998, before me personally appeared
(affiant), personally known to me to be the person whose name is subscribed to this instrument, as
a witness thereto, who, being by me duly sworn, deposes and says that he/she was present and
saw ^{Clark Fitzgerald, Rodney M. Fitzgerald} ~~and Kay L. Fitzgerald~~, the same person(s) described in and whose name(s) is/are
subscribed to the within and annexed instrument as a party/parties thereto, execute the same, and
that said affiant subscribed his/her name to the within instrument as a witness at the request of the
signatory/signatories to the annexed instrument.

Chuck Sullivan
Affiant's Signature

Subscribed and sworn before me by the affiant this 18th day of August, 1998.



Betty J. Reed
Notary Public in and for the
State of Utah
Residing at West Valley
My Commission Expires: June 23, 2001



WASATCH CANAL
CENTER LINE DESCRIPTION
SW 1/4 NW 1/4 & NW 1/4 SECTION 20, T.3S., R.5E., S.L.B.M. (ORIGINAL)

BEGINNING AT A POINT 879.27 FEET EAST AND 3018.65 FEET SOUTH FROM THE NORTHWEST CORNER OF SECTION 20, T.3S., R.5E., S.L.B.M. (ORIGINAL) OF TANGENCY OF A 723.4-FOOT RADIUS CURVE TO THE LEFT, THENCE S. 63°30' W. 49.88 FEET TO THE POINT OF TANGENCY OF A 137.21-FOOT RADIUS CURVE TO THE LEFT, THENCE S. 18°21' E. 182.1 FEET TO THE POINT OF TANGENCY OF A 124.98-FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHEASTERLY 38.58 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF REVERSE CURVATURE OF A 124.98-FOOT RADIUS CURVE, THENCE SOUTHEASTERLY 40.70 FEET ALONG THE ARC OF SAID CURVE, THENCE S. 43°17' E. 23.44 FEET TO THE POINT OF TANGENCY OF A 84.24-FOOT RADIUS CURVE TO THE LEFT, THENCE S. 28°15' E. 46.48 FEET TO THE POINT OF TANGENCY OF A 37.44-FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHEASTERLY 67.22 FEET ALONG THE ARC OF SAID CURVE, THENCE S. 71°18' E. 113.57 FEET TO THE POINT OF TANGENCY OF A 124.68-FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHERLY 31.48 FEET ALONG THE ARC OF SAID CURVE, THENCE S. 70°37' W. 78.23 FEET TO THE POINT OF TANGENCY OF A 82.33-FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHERLY 68.07 FEET ALONG THE ARC OF SAID CURVE,

THENCE S. 40°32' E. 94.27 FEET TO THE POINT OF TANGENCY OF A 44.04-FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHERLY 31.63 FEET ALONG THE ARC OF SAID CURVE, THENCE S. 05°28' W. 27.79 FEET TO THE POINT OF TANGENCY OF A 100.00-FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHERLY 4318 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY OF A 173.98-FOOT RADIUS CURVE TO THE LEFT, THENCE S. 49°35' E. 30.70 FEET TO THE POINT OF TANGENCY OF A 100.00-FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHEASTERLY 37.23 FEET ALONG THE ARC OF SAID CURVE, THENCE S. 28°15' E. 46.48 FEET TO THE POINT OF TANGENCY OF A 37.44-FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHEASTERLY 67.22 FEET ALONG THE ARC OF SAID CURVE, THENCE S. 71°18' E. 113.57 FEET TO THE POINT OF TANGENCY OF A 124.68-FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHERLY 31.48 FEET ALONG THE ARC OF SAID CURVE, THENCE S. 70°37' W. 78.23 FEET TO THE POINT OF TANGENCY OF A 82.33-FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHERLY 68.07 FEET ALONG THE ARC OF SAID CURVE,

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C111	28.28	37.23	21.87	34.80	N 31°03'17" W	75°25'34"
C112	73.34	67.93	38.62	63.53	S 19°52'32" E	33°04'03"
C113	124.98	48.20	20.53	46.52	N 43°02'41" E	18°39'30"
C114	124.98	48.20	20.53	46.52	S 76°59'58" E	18°39'30"
C115	64.54	97.92	58.51	92.56	N 58°45'19" W	102°52'01"
C116	37.44	67.22	46.98	58.55	N 58°45'19" W	102°52'01"
C117	124.68	31.48	15.82	31.39	N 00°05'20" W	14°27'58"
C118	82.33	68.07	38.11	66.14	S 19°52'24" W	47°22'02"
C119	44.04	31.63	16.53	30.85	S 19°52'28" W	47°22'02"
C120	124.68	78.16	38.94	74.81	N 11°50'46" E	24°52'25"
C121	124.68	78.16	38.94	74.81	S 76°59'58" E	24°52'25"
C122	100.00	37.23	18.83	37.02	S 08°57'56" E	21°18'52"
C123	75.00	44.76	23.07	44.10	S 48°21'15" E	34°11'34"
C124	77.16	36.84	18.78	36.49	S 48°46'24" E	27°21'17"

LINE	DIRECTION	DISTANCE
L100	S 08°39'30" W	49.88
L101	S 18°21' E	182.1
L102	S 43°17' E	23.44
L103	N 69°48'41" E	41.25
L104	S 07°19'18" E	115.57
L105	S 07°08'37" W	78.23
L106	S 40°32' E	94.27
L107	S 05°28' W	27.79
L108	N 43°02'41" E	161.09
L109	S 76°59'58" E	161.09
L110	S 28°15' E	46.48
L111	S 67°27'02" E	31.07
L112	S 33°05'45" E	37.66

SCALE: _____

DESIGNED: _____ DATE: 10/97

CHECKED: _____ DATE: 10/97

REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF UTAH NO. _____

HORROCKS ENGINEERS IN ASSOCIATION WITH

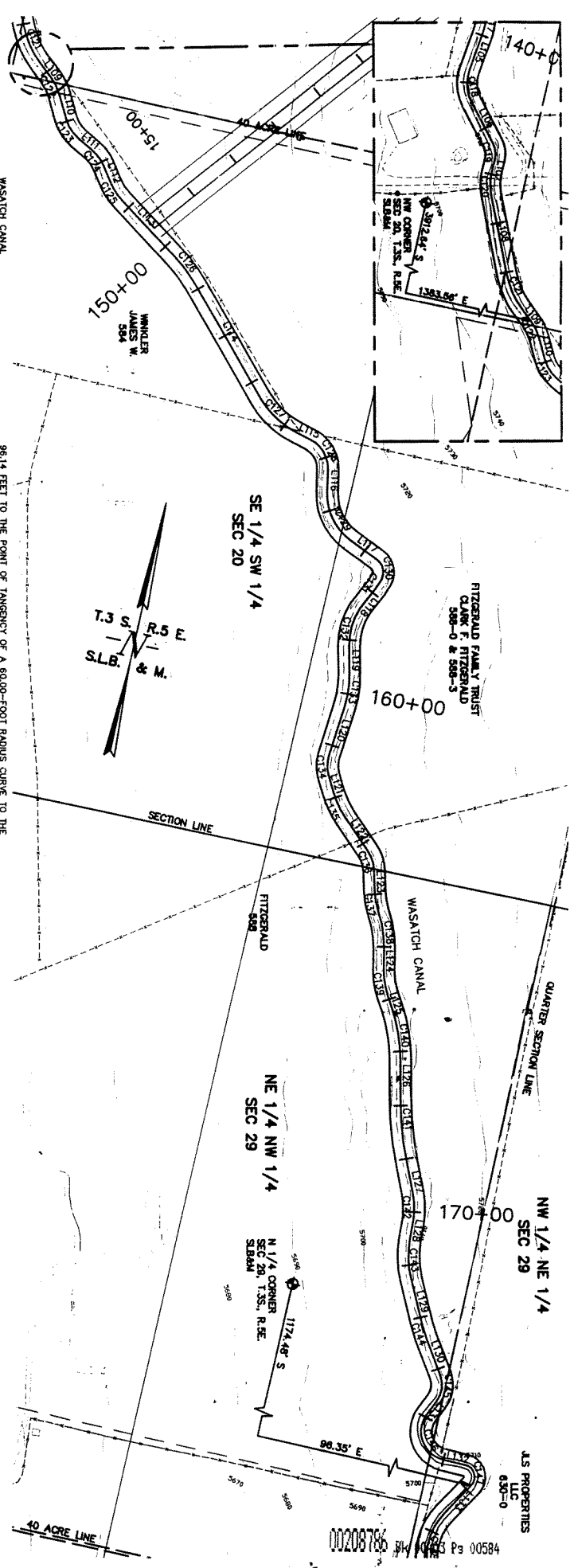
CAROLLO ENGINEERS

CHM HILL

CENTRAL UTAH WATER CONSERVANCY DISTRICT
Wasatch County Water Efficiency Project
WASATCH CANAL
EXHIBIT 'A'

CUP PROJECT NO. C-1989-02
DATE: FEB-98
SHEET NO. G-34
X OF X

FILE No. C:\9701-95\ROW\row2\ WAS07.dwg 02/06/98 13:34 (OWN:SHPS, D07_100, DAN_LOB, RTOFWAY, CL_EASE) smouley



WASATCH CANAL
CENTER LINE DESCRIPTION
 SE1/4SW1/4 SECTION 20 & NE1/4NW1/4 SECTION 29 T.3S., R.5E., S.L.B.84M.
 BEGINNING AT A POINT 1381.6 FEET EAST AND 3912.64 FEET SOUTH FROM THE NORTHWEST CORNER OF SECTION 20, T.3S., R.5E., S.L.B.84M. (ORIGINAL STONE), THENCE S. 49°32'23" E. 30.70 FEET TO THE POINT OF TANGENCY OF A 100.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 37.23 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 28°19'25" E. 46.48 FEET TO THE POINT OF TANGENCY OF A 73.00-FOOT RADIUS CURVE TO THE LEFT; THENCE S. 82°72'02" E. 31.01 FEET TO THE POINT OF TANGENCY OF A 2718-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 36.84 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 35°05'45" E. 32.66 FEET TO THE POINT OF TANGENCY OF A 114.48-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 42.83 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 05°31'58" E. 14.98 FEET TO THE POINT OF TANGENCY OF A 108.32-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 65.45 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 42°36'39" E. 24.33 FEET TO THE POINT OF TANGENCY OF A 155.84-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 89.85 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 75°38'47" E. 30.73 FEET TO THE POINT OF TANGENCY OF A 80.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 10.00 FEET TO THE POINT OF TANGENCY OF A 108.32-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 102.49 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 68°03'49" E. 60.87 FEET TO THE POINT OF TANGENCY OF A 29.71-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 43.08 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTHERLY 40.20 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 27°07'10" W. 8.44 FEET TO THE POINT OF TANGENCY OF A 126.85-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 90.68 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 13°17'50" E. 50.94 FEET TO THE POINT OF TANGENCY OF A 201.31-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 63.08 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 4°09'17" W.

961.4 FEET TO THE POINT OF TANGENCY OF A 60.00-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 14.32 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 28°19'25" E. 35.39 FEET TO THE POINT OF TANGENCY OF A 161.74-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 50.81 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY OF A 7516-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 41.78 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 4°41'39" E. 38.23 FEET TO THE POINT OF TANGENCY OF A 1361.4-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 40.23 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY OF A 204.54-FOOT RADIUS CURVE; THENCE SOUTHERLY 46.39 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 31°32'00" E. 23.60 FEET TO THE POINT OF TANGENCY OF A 300.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 97.24 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY OF A 1391.2-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 128.89 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 23°52'23" E. 32.96 FEET TO THE POINT OF TANGENCY OF A 150.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 53.68 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 72°52'02" E. 35.18 FEET TO THE POINT OF TANGENCY OF A 60.00-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 72.26 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 25°57'36" E. 85.28 FEET TO THE POINT OF TANGENCY OF A 218.82-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 29.56 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 33°14'57" E. 72.53 FEET TO THE POINT OF TANGENCY OF A 51.88-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 51.94 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 2°30'41" W. 23.11 FEET TO THE POINT OF TANGENCY OF A 108.32-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 106.56 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 89°23'47" E. 42.46 FEET TO THE POINT OF TANGENCY OF A 22.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 46.42 FEET ALONG THE ARC OF SAID CURVE TO A POINT 96.35 FEET EAST AND 1174.4 FEET SOUTH FROM THE NORTH QUARTER CORNER OF SAID SECTION 29, T.3S., R.5E., S.L.B.84M. (ORIGINAL STONE).

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C102	100.00	37.23	18.63	37.02	S 36.55°26' E	21.79°55'
C103	75.00	44.76	23.07	44.10	S 45°51'15" E	34.71°34'
C104	77.18	36.84	18.78	36.49	S 48°46'24" E	27.21°17'
C105	114.48	42.83	21.67	42.58	S 45°48'50" E	21.76°10"
C106	269.36	65.45	32.69	65.29	S 49°34'17" E	13.95°18'
C107	108.32	65.45	32.69	65.29	S 50°14'53" E	13.92°08"
C108	108.32	102.49	56.62	98.56	S 38°28'50" E	5.51°33'57"
C109	28.71	43.09	26.33	39.41	S 24°32'54" E	8.50°55'50"
C110	229.33	40.50	20.30	40.45	S 27°03'56" W	10.07°05"
C111	126.85	90.68	47.36	88.74	S 06°39'40" W	40.95°00"
C112	201.31	63.08	31.80	62.82	S 04°49'17" W	17.97°07"
C113	60.00	34.52	17.26	34.33	S 17°33'51" E	17.96°13'
C114	161.74	50.81	25.41	50.63	S 14°33'51" E	14.36°13'
C115	7516.00	41.78	21.45	41.25	S 30°37'11" E	31.97°04'
C116	155.84	40.23	20.27	40.09	S 23°09'38" E	16.55°59"
C117	158.14	40.23	20.27	40.09	S 23°09'38" E	16.55°59"
C118	29.71	68.81	34.63	68.29	S 27°01'41" E	19.71°52"
C119	136.12	46.39	23.41	46.17	S 21°58'53" E	19.08°15"
C120	300.00	97.24	49.05	96.81	S 27°14'51" E	18.24°17"
C121	96.35	23.11	11.56	23.00	S 13°40'12" E	13.40°12"
C122	108.32	53.68	27.13	53.49	S 15°40'19" E	20.90°27"
C123	183.66	72.26	36.60	71.80	S 14°41'19" E	22.72°35"
C124	218.82	29.56	14.80	29.53	S 29°46'47" E	07.44°21"
C125	51.88	51.94	26.38	48.80	S 05°01'05" E	5.77°31'44"
C126	54.00	106.56	61.88	90.09	S 32°52'00" E	11.93°33'54"
C127	22.00	46.42	38.81	38.28	S 28°58'24" E	12.03°10"

LINE	DIRECTION	DISTANCE
L100	S 28°19'25" E	46.48
L101	S 68°03'49" E	31.01
L102	S 35°05'45" E	32.66
L103	S 50°14'53" E	14.98
L104	S 42°36'39" E	24.33
L105	S 75°38'47" E	30.73
L106	S 82°72'02" E	31.01
L107	S 68°03'49" E	60.87
L108	S 27°07'10" W	8.44
L109	S 13°17'50" E	50.94
L110	S 04°09'17" W	96.35
L111	S 28°19'25" E	35.39
L112	S 45°51'15" E	44.10
L113	S 48°46'24" E	36.49
L114	S 45°48'50" E	42.58
L115	S 49°34'17" E	65.29
L116	S 50°14'53" E	65.29
L117	S 38°28'50" E	98.56
L118	S 24°32'54" E	39.41
L119	S 13°47'50" E	50.94
L120	S 04°09'17" W	96.35
L121	S 28°19'25" E	35.39
L122	S 45°51'15" E	44.10
L123	S 48°46'24" E	36.49
L124	S 45°48'50" E	42.58
L125	S 49°34'17" E	65.29
L126	S 50°14'53" E	65.29
L127	S 38°28'50" E	98.56
L128	S 24°32'54" E	39.41
L129	S 13°47'50" E	50.94
L130	S 04°09'17" W	96.35
L131	S 28°19'25" E	35.39
L132	S 45°51'15" E	44.10

REVISIONS	DESCRIPTION	DATE	BY

SCALE: _____

CONTOUR INTERVAL: _____

PROJECT NO. C 1998-07
 DATE FEB-98
 DRAWING NO. G-35
 SHEET NO. X OF X

DESIGNED BY: _____ DATE: 10/97
 CHECKED BY: _____ DATE: 10/97

REGISTERED PROFESSIONAL ENGINEER
 NO. _____
 STATE OF UTAH

HORROCKS ENGINEERS
 IN ASSOCIATION WITH

CAROLLO
 CHAMILL

CENTRAL UTAH WATER CONSERVANCY DISTRICT
 Wasatch County Water Efficiency Project
WASATCH CANAL
 EXHIBIT A'

CIP
 PROJECT NO. C 1998-07
 DATE FEB-98
 DRAWING NO. G-35
 SHEET NO. X OF X