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S-18119

(Correction) Contract No. 8-LA-40-L1570

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

00210206 Bk 00410 Pg 00315-00330  
WASATCH CO RECORDER-ELIZABETH M PARCELL  
1999 JAN 08 08:54 AM FEE \$40.00 BY MWC  
REQUEST: HIGH COUNTRY TITLE

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

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

CORRECTION CONTRACT AND GRANT OF EASEMENT

(This Contract and Grant of Easement corrects former Contract and Grant of Easement filed for record on November 19, 1998, in Book 00403 at Pages 00572-00584 in the official records of Wasatch County, Utah, and changes only the land description, the amount of acreage for the easement and the purchase price. The attached Exhibit A has also been corrected.)

THIS CORRECTION CONTRACT AND GRANT OF EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, 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 married man  
(as to an undivided  $\frac{1}{2}$  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  $\frac{1}{2}$  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 center line of the Wasatch Canal, from Station 154+09 to 174+73:

Beginning at a point in the centerline of the Wasatch Canal (Station 154+09), as said centerline is depicted on the attached Exhibit A (attached hereto and by this reference made a part hereof), which point is Six Hundred Sixty-eight and Thirteen Hundredths (668.13) feet North and Six Hundred Seventy-six and Thirty-two Hundredths (676.32) feet West from the South Quarter corner of said Section 20 (original stone); thence easterly Fifteen and Forty-eight Hundredths (15.48) feet along the arc of a One Hundred Fifty-five and Eighty-four Hundredths (155.84)-foot radius curve to the left (chord bears South 72°48'05" East Fifteen and Forty-seven Hundredths (15.47) feet); thence South 75°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  $13^{\circ}47'50''$  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  $4^{\circ}09'17''$  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  $28^{\circ}37'00''$  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  $46^{\circ}32'43''$  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  $14^{\circ}41'39''$  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  $12^{\circ}25'45''$  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  $31^{\circ}32'00''$  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  $12^{\circ}57'43''$  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°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°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 Two and Ninety-five Hundredths (2.95) 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.~~

BES 1-7-99  
G. J. J.  
R. F.  
K. J.

(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.

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 Fifty-six Thousand and no/100 Dollars (\$56,000.00) by United States Treasury warrant or fiscal officer's check.

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.

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

THE UNITED STATES OF AMERICA

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

Clark J. Fitzgerald  
CLARK FITZGERALD  
Jeanne S. Fitzgerald  
(Wife)

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

Rodney M. Fitzgerald  
RODNEY M. FITZGERALD, Trustee  
Kay S. Fitzgerald  
KAY S. FITZGERALD, Trustee

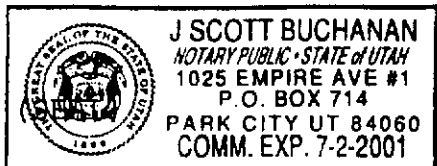
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ACKNOWLEDGMENT

State of UTAH )  
 ) ss.  
County of SUMMIT )

On the 7<sup>TH</sup> day of JANUARY 19    , personally appeared before me Rodney M. Fitzgerald and Kay L. Fitzgerald, who being by me duly sworn, did say that they are the Trustees of the MONT B. FITZGERALD FAMILY TRUST AGREEMENT, dated October 18, 1995, and that said instrument was signed in behalf of said Trust by authority, and said Rodney M. Fitzgerald and Kay L. Fitzgerald acknowledged to me that they, as such Trustees, executed the same.

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



J Scott Buchanan  
Notary Public in and for the  
State of  
Residing at

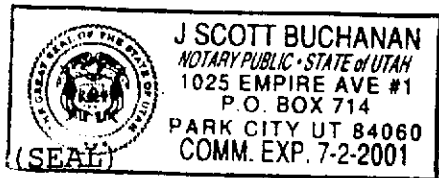
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ACKNOWLEDGMENT

State of UTAH )  
 ) ss.  
County of SUMMIT )

On this 7<sup>TH</sup> day of JANUARY, 1999, personally appeared before me CLARK FITZGERALD (and his wife Jeanne Fitzgerald) to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/they signed the same as his/their 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.



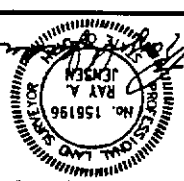
J Scott Buchanan  
Notary Public in and for the  
State of  
Residing at

REV. DATE	BY	DESCRIPTION

SCALE: 1" = 100' HORIZ.  
 10' VERT.  
 2' INTERMEDIATE  
 CONTOUR INTERVAL: 10'  
 IF THIS BAR DOES NOT MEASURE 10' THEN DRAWING IS NOT TO SCALE.

WARNING: 0 1/2"  
 1" = 100' HORIZ.

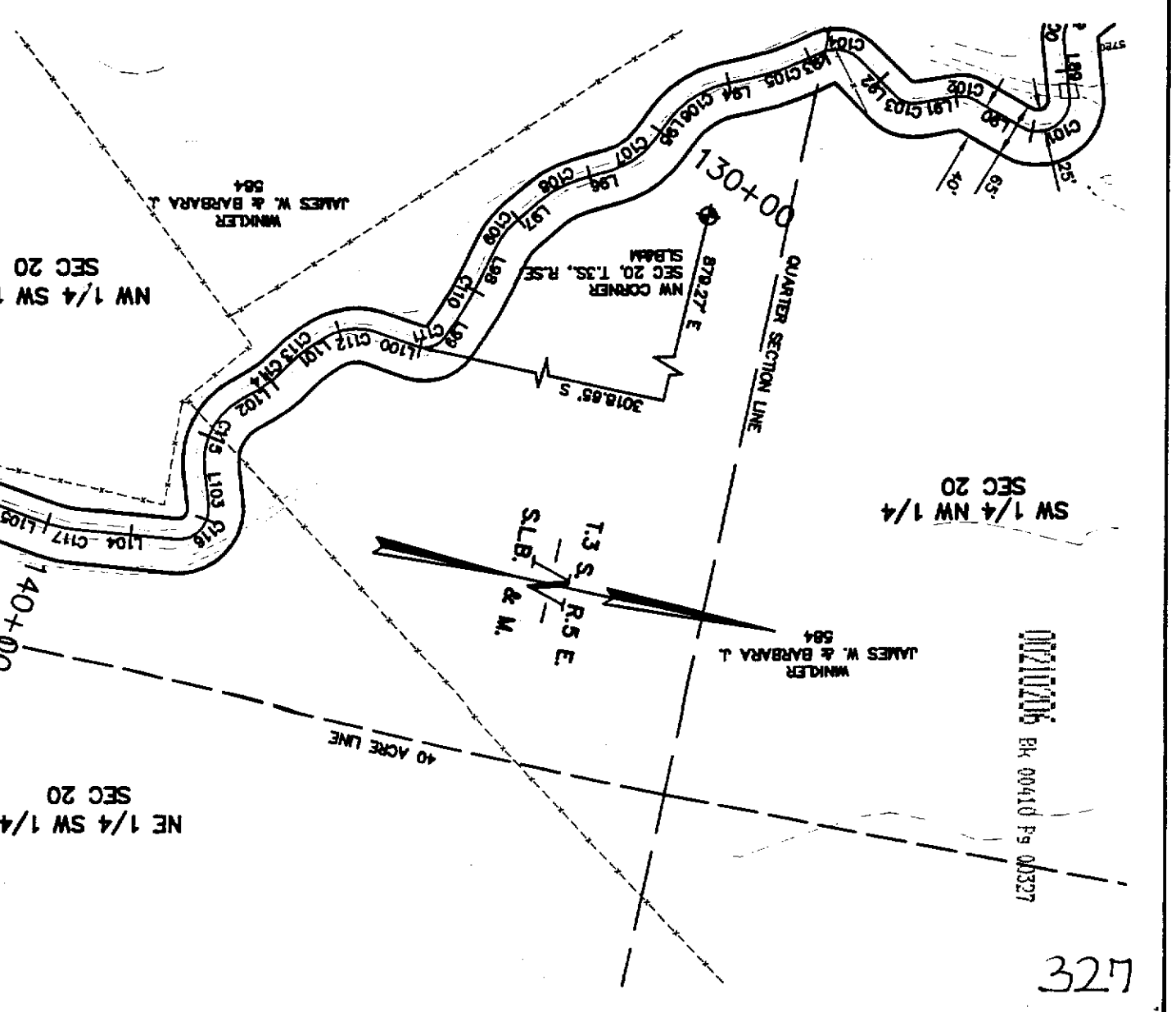
DESIGNED	RAJ	DATE	10/97
DRAWN	ADL	DATE	10/97
CHECKED	RAJ	DATE	10/97



IN AS

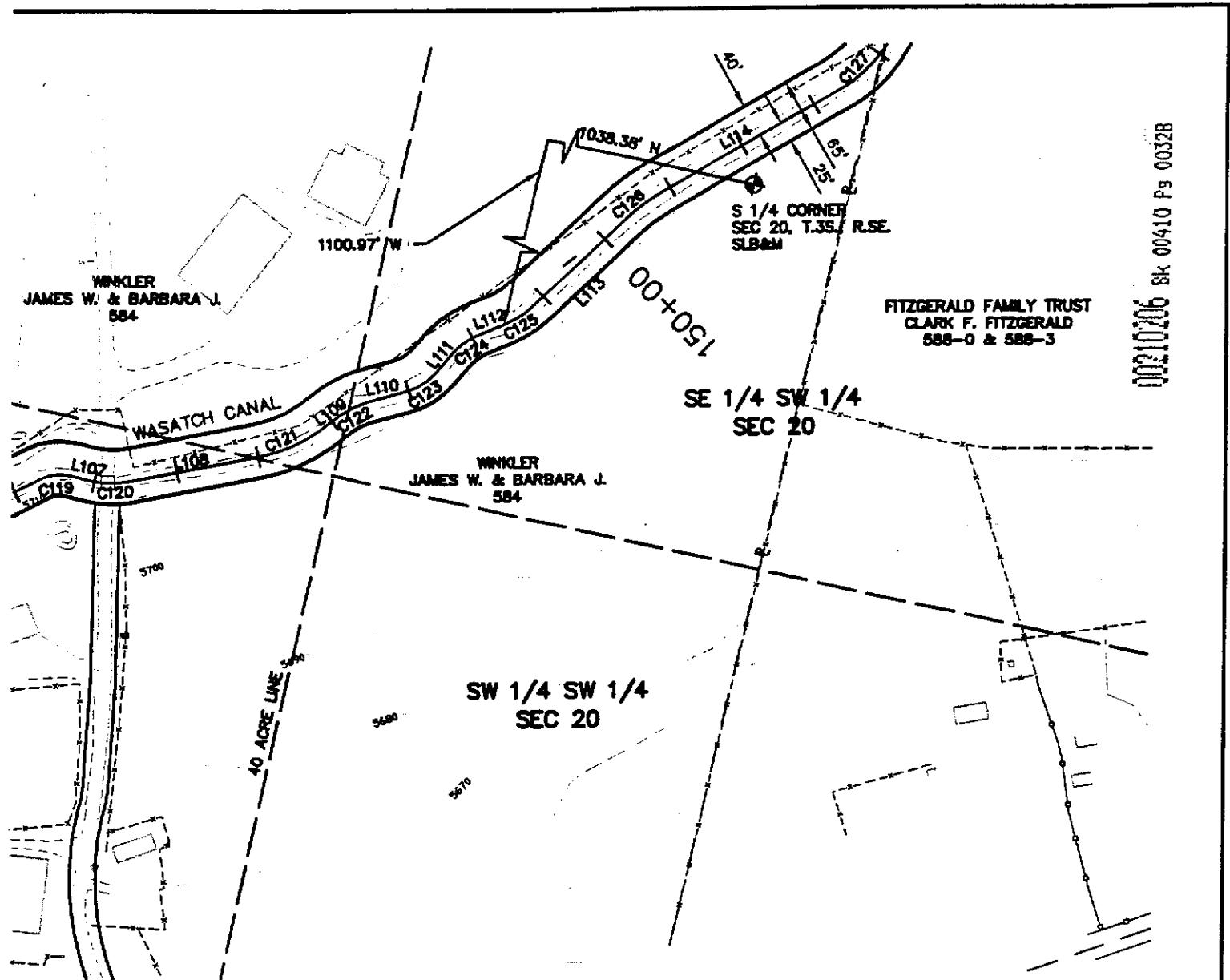
WASATCH CANAL  
 CENTER LINE DESCRIPTION  
 SW1/4NW1/4 & NW1/4SW1/4 SECTION 20, T.35S., R.5E., S.L.B.&M.  
 BEGINNING AT A POINT 879.27 FEET EAST AND 3018.65 FEET SOUTH FROM  
 THE NORTHWEST CORNER OF SECTION 20, T.35S., R.5E., S.L.B.&M. (ORIGINAL  
 STONE); THENCE S. 63°39'30" W. 49.88 FEET TO THE POINT  
 OF TANGENCY OF A 73.34-FOOT RADIUS CURVE TO THE LEFT; THENCE  
 SOUTHERLY 67.93 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 46°24'33" E.  
 18.21 FEET TO THE POINT OF TANGENCY OF A 137.73-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 SOUTHERLY 40.70 FEET ALONG THE ARC OF SAID CURVE;  
 THENCE SOUTHEASTERLY 25.44 FEET TO THE POINT OF TANGENCY OF A  
 84.54-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 97.95 FEET ALONG THE ARC OF SAID  
 CURVE TO THE LEFT; THENCE EASTERLY 97.95 FEET TO THE POINT OF TANGENCY OF A  
 41.25 FEET TO THE POINT OF TANGENCY OF A  
 68.48'41" E. 41.25 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. 115.57 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°8'37" 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; THENCE

S. 40°13'25" E. 94.27 FEET TO THE POINT OF TANGENCY  
 CURVE TO THE RIGHT; THENCE SOUTHERLY 31.63 FEET A  
 CURVE; THENCE S. 05°52'28" W. 27.79 FEET TO THE POINT  
 104.03-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTH  
 ALONG THE ARC OF SAID CURVE; THENCE S. 23°57'01" E.  
 POINT OF TANGENCY OF A 175.95-FOOT RADIUS CURVE  
 SOUTHEASTERLY 78.74 FEET ALONG THE ARC OF SAID  
 S. 49°35'23" E. 30.70 FEET TO THE POINT OF TANGENCY  
 CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 37.23 FE  
 SAID CURVE; THENCE S. 28°15'28" E. 46.48 FEET TO THE  
 75.00-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTH  
 CURVE; THENCE N. 68°48'41" E. 41.25 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. 115.57 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°8'37" 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 TO THE  
 FROM THE SOUTH QUARTER CORNER OF SAID SECTION 20  
 S. 35°05'45" E. 32.66 TO A POINT 1100.97 FEET WEST  
 SOUTHEASTERLY 36.84 FEET ALONG THE ARC OF SAID  
 OF TANGENCY OF A 77.18-FOOT RADIUS CURVE TO THE  
 ALONG THE ARC OF SAID CURVE; THENCE S. 62°27'02" E.



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00210206 BK 00410 P9 00328

FOOT RADIUS  
OF SAID  
Y OF A  
FEET  
TO THE  
THENCE

FOOT RADIUS  
ARC OF  
NGENCY OF A  
76 FEET  
TO THE POINT

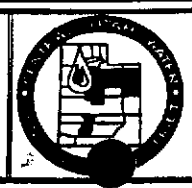
FEET NORTH  
(ONE).

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C111	28.28'	37.23'	21.87'	34.60'	N 31°03'17" W	75°25'34"
C112	73.34'	67.93'	36.62'	65.53'	S 19°52'32" E	53°04'03"
C113	137.73'	38.58'	19.42'	38.45'	N 54°26'00" W	16°02'53"
C114	124.98'	40.70'	20.53'	40.52'	S 53°07'41" E	18°39'30"
C115	84.54'	97.95'	55.31'	92.58'	S 76°59'38" E	66°23'23"
C116	37.44'	67.22'	46.96'	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°27'55"
C118	82.33'	68.07'	36.11'	66.14'	N 16°32'24" W	47°22'02"
C119	44.04'	31.63'	16.53'	30.95'	S 19°38'59" E	41°08'53"
C120	104.03'	45.16'	22.94'	44.81'	N 11°30'46" W	24°52'28"
C121	175.95'	78.74'	40.04'	78.08'	S 36°46'12" E	25°38'23"
C122	100.00'	37.23'	18.83'	37.02'	S 38°55'26" E	21°19'55"
C123	75.00'	44.76'	23.07'	44.10'	S 45°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 06°39'30" W	49.88'
L101	S 46°24'33" E	16.21'
L102	S 43°47'57" E	25.44'
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°13'25" E	94.27'
L107	S 00°55'28" W	27.79'
L108	N 23°57'01" W	161.09'
L109	S 49°35'23" E	30.70'
L110	S 28°15'28" E	46.48'
L111	S 62°27'02" E	31.01'
L112	S 35°05'45" E	32.66'

**COFOLLO**  
ENGINEERS

**CLAMHILL**



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

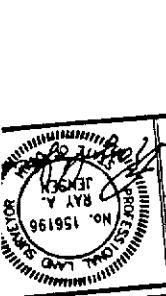


CONTRACT NO.  
C 1998-02

DATE  
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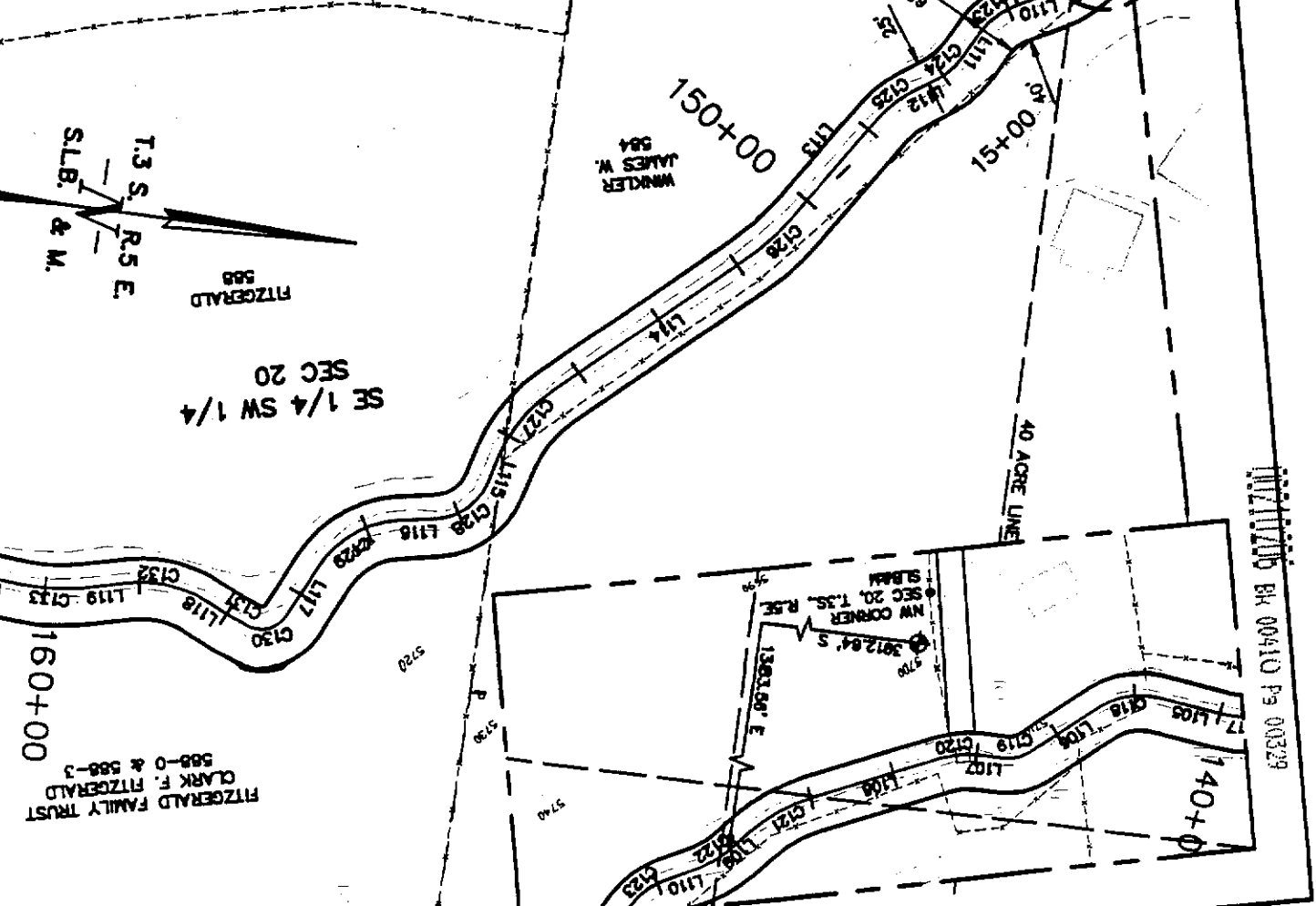
DRAWING NO.  
G-34

SHEET NO.  
34 of 34

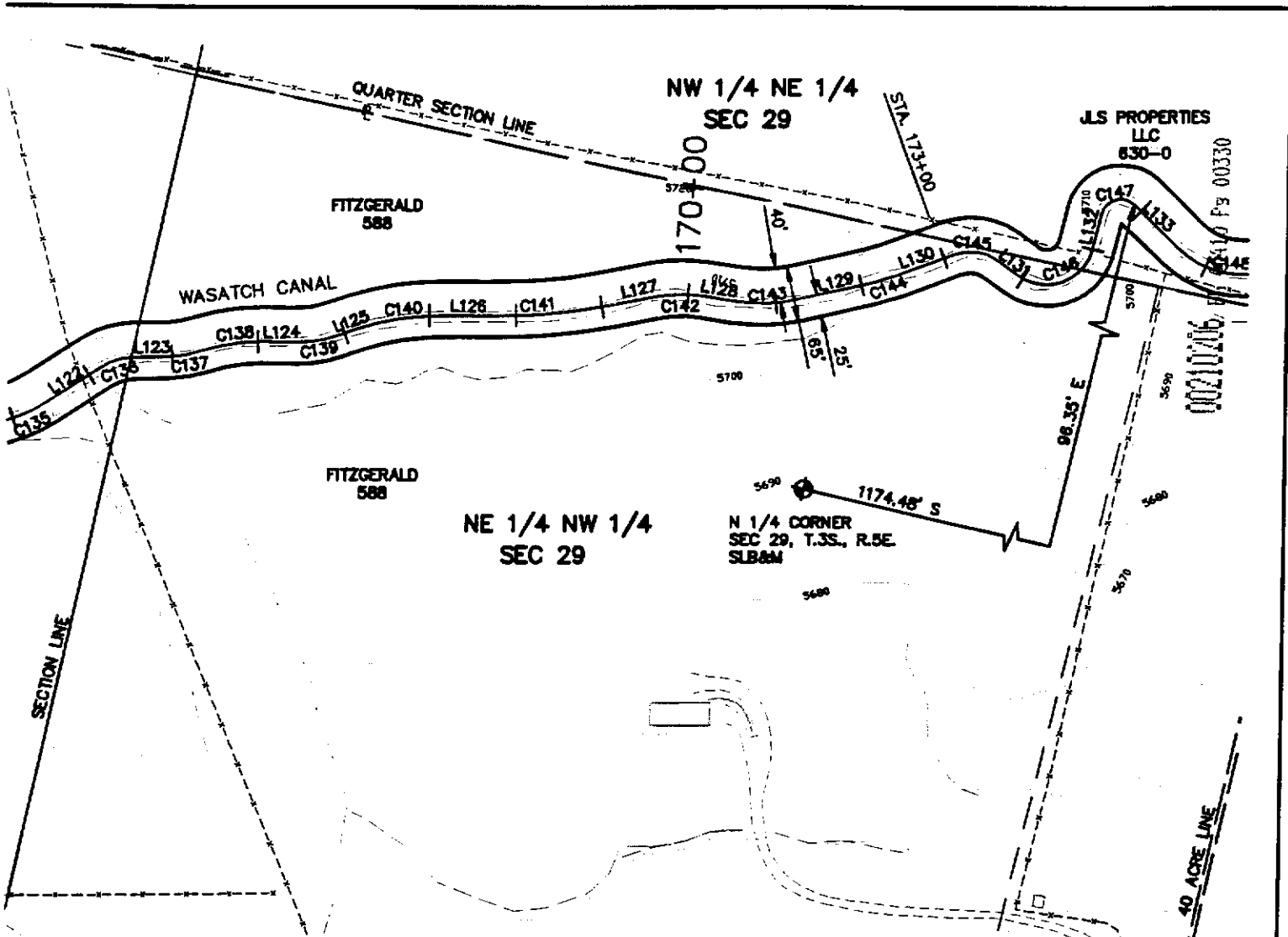


DESIGNED	DRAWN	CHECKED	DATE	SCALE:	REVISIONS
RAJ	ADL	RAJ	10/97	1" = 100' HORIZ	REV DATE BY DESCRIPTION
DATE 10/97	DATE 10/97	DATE 10/97			
WARNING: IF THIS BAR DOES NOT MEASURE THEN DRAWING IS NOT TO SCALE.				SCALE: 1" = 100' HORIZ	CONTOUR INTERVAL: 10' INTERMEDIATE: 2'
FILE NO. 0-9701-93 FROM WASHINGTON WASOJ Aug 01/08/99 08:42					09/98 KMR MODIFIED BY CHANGE ORDER

BEGINNING AT A POINT 1583.56 FEET EAST AND 3912.64 FEET SOUTH FROM  
 THE NORTHWEST CORNER OF SECTION 20, T.35. R.5E. S.L.B.#M. (ORIGINAL  
 CENTER LINE DESCRIPTION 29, T.35. R.5E. S.L.B.#M.  
 SECTION 20 & NE1/4NW1/4 SECTION 29, T.35. R.5E. S.L.B.#M.  
 SE1/4SW1/4 SECTION 20 & NE1/4NW1/4 SECTION 29, T.35. R.5E. S.L.B.#M.  
 WASATCH CANYAL  
 96.14 FEET TO THE POINT OF TANGENCY OF A 60.00  
 ALONG THE ARC OF SAID CURVE; THENCE S. 49.35.23" E. 30.70 FEET TO THE POINT OF TANGENCY OF A  
 100.00-FEET RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 37.23 FEET  
 ALONG THE ARC OF SAID CURVE; THENCE S. 28.15.28" E. 48.48 FEET TO THE  
 POINT OF TANGENCY OF A 77.16-FEET RADIUS  
 SOUTHEASTERLY 44.76 FEET ALONG THE ARC OF  
 SAID CURVE; THENCE S. 31.01 FEET TO THE POINT OF TANGENCY OF A  
 62.27.02" E. 31.01 FEET TO THE POINT OF TANGENCY OF A  
 11.44-FEET RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 42.83 FEET  
 ALONG THE ARC OF SAID CURVE; THENCE S. 56.31.55" E. 141.96 FEET TO THE  
 POINT OF TANGENCY OF A 289.36-FEET RADIUS CURVE TO THE RIGHT; THENCE  
 SOUTHEASTERLY 65.45 FEET ALONG THE ARC OF SAID CURVE; THENCE  
 S. 42.36.39" E. 243.31 FEET TO THE POINT OF TANGENCY OF A  
 SAID CURVE; THENCE S. 75.38.47" E. 30.75 FEET TO THE POINT OF TANGENCY OF A  
 60.00-FEET RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 67.84 FEET  
 ALONG THE ARC OF SAID CURVE; THENCE S. 10.51.52" E. 42.30 FEET TO THE POINT  
 OF TANGENCY OF A 106.32-FEET RADIUS CURVE TO THE LEFT; THENCE  
 SOUTHEASTERLY 102.49 FEET ALONG THE ARC OF SAID CURVE; THENCE  
 S. 66.05.49" E. 60.87 FEET TO THE POINT OF TANGENCY OF A 29.71-FEET RADIUS  
 SAID CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 43.09 FEET ALONG THE ARC OF  
 RADIUS CURVE; THENCE SOUTHERLY 40.50 FEET TO THE POINT OF TANGENCY OF A  
 SAID CURVE; THENCE S. 27.07.10" W. 8.44 FEET TO THE POINT OF TANGENCY OF A  
 126.95-FEET RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 90.66 FEET  
 ALONG THE ARC OF SAID CURVE; THENCE S. 13.47.50" E. 50.94 FEET TO THE POINT  
 OF TANGENCY OF A 201.31-FEET RADIUS CURVE TO THE RIGHT; THENCE  
 SOUTHERLY 63.08 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 4.09.17" W.



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CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C122	100.00'	37.23'	18.83'	37.02'	S 38°55'26" E	21°19'55"
C123	75.00'	44.76'	23.07'	44.10'	S 45°21'15" E	34°11'34"
C124	77.16'	36.84'	18.78'	36.49'	S 48°46'24" E	27°21'17"
C125	114.48'	42.83'	21.67'	42.58'	S 45°48'50" E	21°26'10"
C126	269.36'	65.45'	32.89'	65.29'	S 49°34'17" E	13°55'16"
C127	155.84'	89.85'	46.21'	88.61'	S 59°07'43" E	33°02'08"
C128	60.00'	67.84'	38.06'	64.28'	S 43°15'19" E	64°46'54"
C129	106.32'	102.49'	55.62'	98.56'	S 38°28'50" E	55°13'57"
C130	29.71'	43.09'	26.33'	39.41'	S 24°32'54" E	83°05'50"
C131	229.33'	40.50'	20.30'	40.45'	S 22°03'36" W	10°07'08"
C132	126.95'	90.66'	47.36'	88.74'	S 06°39'40" W	40°55'00"
C133	201.31'	63.08'	31.80'	62.82'	S 04°49'16" E	17°57'07"
C134	60.00'	34.32'	17.64'	33.85'	S 12°13'51" E	32°46'18"
C135	161.74'	50.61'	25.51'	50.41'	S 37°34'51" E	17°55'43"
C136	75.16'	41.78'	21.45'	41.25'	S 30°37'11" E	31°51'04"
C137	136.14'	40.23'	20.27'	40.09'	S 23°09'38" E	16°55'59"
C138	204.76'	68.61'	34.63'	68.29'	S 22°01'41" E	19°11'52"
C139	139.12'	46.39'	23.41'	46.17'	S 21°58'53" E	19°06'15"
C140	300.00'	97.24'	49.05'	96.81'	S 22°14'51" E	18°34'17"
C141	678.95'	129.89'	65.14'	129.69'	S 18°26'33" E	10°57'40"
C142	150.00'	53.68'	27.13'	53.40'	S 13°40'12" E	20°30'21"
C143	183.86'	72.26'	36.60'	71.80'	S 14°41'19" E	22°32'35"
C144	218.82'	29.56'	14.80'	29.53'	S 29°49'47" E	07°44'21"
C145	51.88'	51.94'	28.38'	49.80'	S 05°01'05" E	57°21'44"
C146	54.00'	106.56'	81.68'	90.09'	S 32°52'00" E	113°03'34"
C147	22.00'	46.42'	38.81'	38.28'	S 28°56'44" E	120°54'06"

LINE	DIRECTION	DISTANCE
L109	S 49°35'23" E	30.70'
L110	S 28°15'28" E	46.48'
L111	S 62°27'02" E	31.01'
L112	S 35°05'45" E	32.66'
L113	S 56°31'55" E	141.96'
L114	S 42°36'39" E	243.31'
L115	S 75°38'47" E	30.73'
L116	S 10°51'52" E	42.30'
L117	S 66°05'49" E	60.87'
L118	S 27°07'10" W	8.44'
L119	S 13°47'50" E	50.94'
L120	S 04°09'17" W	96.14'
L121	S 28°37'00" E	35.39'
L122	N 46°32'43" W	73.47'
L123	S 14°41'39" E	38.23'
L124	S 12°25'45" E	40.72'
L125	S 31°32'00" E	25.60'
L126	S 12°57'43" E	66.98'
L127	S 23°55'23" E	52.86'
L128	S 03°25'02" E	35.59'
L129	S 25°57'36" E	85.28'
L130	S 33°41'57" E	72.53'
L131	S 23°39'47" W	29.11'
L132	S 89°23'47" E	42.46'

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



CONTRACT NO.	C 1998-02
DATE	FEB.-98
DRAWING NO.	G-35
SHEET NO.	330