

WHEN RECORDED MAIL TO:

LAKE CREEK IRRIGATION COMPANY
Attention: George Holmes
P.O. Box 306
Heber City, Utah 84032

Space above for County Recorder's Use

GRANT OF EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, THE ERNEST A. BECKER III & ELIZABETH BECKER FAMILY TRUST ("Grantor"), hereby grants and conveys to LAKE CREEK IRRIGATION COMPANY, its successors and assigns ("Grantee"), a perpetual easement and right-of-way for the construction, installation, operation, maintenance, protection, upgrade, replacement, repair and alteration of a water pipeline and all related facilities necessary to convey water across Grantor's real property in Wasatch County, State of Utah (the "Easement") and a temporary right-of-way to facilitate the construction of said water pipeline and related facilities (the "Temporary Easement"), as set forth below:

EASEMENT, PARCEL NUMBER 00-0014-3292

A 50 FOOT WIDE PERMANENT AND PERPETUAL EASEMENT FOR A WATER PIPELINE TOGETHER WITH A 100.00 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENTS (TO EXPIRE UPON COMPLETION OF CONSTRUCTION) LOCATED IN THE SOUTH HALF OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, HEBER CITY, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT:

THE SOUTH 50.00 FEET OF PARCEL 00-0014-3292.

TEMPORARY EASEMENT:

THE SOUTH 100.00 FEET OF PARCEL 00-0014-3292.

CONTAINS: 67,237.80 S.F. / 1.52 ACRES +/- (PERMANENT EASEMENT)
134,467.60 S.F. / 3.08 ACRES +/- (TEMPORARY CONSTRUCTION EASEMENT)

ADDITIONAL TEMPORARY EASEMENT DESCRIPTION

TOGETHER WITH AN ADDITIONAL TEMPORARY CONSTRUCTION EASEMENT (TO EXPIRE UPON COMPLETION OF CONSTRUCTION) LOCATED IN THE SOUTH HALF OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, HEBER CITY, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 00°20'29" WEST 1540.40 FEET ALONG THE WEST LINE OF SAID SECTION 3; THENCE EAST 5264.36 FEET TO A POINT ON THE NORTH LINE OF PARCEL NUMBER 00-0008-9198 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 67°49'12" EAST 14.20 FEET, (2) NORTH 86°05'48" EAST 72.43 FEET TO A POINT ON THE EAST LINE

OF SAID SECTION 3; THENCE SOUTH 00°00'54" EAST 110.24 FEET ALONG SAID EAST LINE; THENCE NORTH 89°49'57" WEST 85.21 FEET; THENCE NORTH 00°07'05" WEST 110.42 FEET TO THE POINT OF BEGINNING.

CONTAINS: 9,186.00 S.F. / 0.21 ACRES +/- (TEMPORARY CONSTRUCTION EASEMENT)

And as shown on Exhibit A attached hereto and made a part hereof.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the Easement and Temporary Easement, and all rights and privileges incident thereto, including but not limited to, the right to remove obstructions which may injure or interfere with Grantee's use, occupation or enjoyment of the Easement or Temporary Easement. The Easement shall run with the land and inure to the benefit of Grantee.

If during the construction and installation of the water pipeline Grantee discovers an underground obstruction which requires moving the water pipeline beyond the scope of the Easement, Grantee shall delivery a proposed modification of the Easement and Temporary Easement to Grantor. Grantor shall have ten (10) days after receipt the proposed modification to approve and/or provide comments to Grantee which approval Grantor agrees not to unreasonably withhold, condition or delay.

Grantor shall not build or construct, or permit to be built or constructed, any building, structure, fence or other improvement over or across the Easement without the written consent of Grantee which shall not be unreasonably withheld. Grantor shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete and evidence the conveyance and transfer herein provided and to do all things as may be reasonably requested in order to carry out the intent and purpose of this instrument. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this instrument this 25 day of February, 2016.

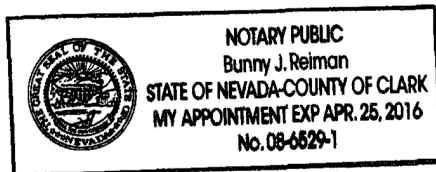
BY: 
MARY ELIZABETH BECKER, CO-TRUSTEE

BY: 
BRUCE F. BECKER, CO-TRUSTEE

By: _____
Print Name: _____
Title: _____

STATE OF Nevada)
COUNTY OF Clark) :SS

On this 25 day of February, 2016, personally appeared before me Mary Elizabeth Becker + Bruce F. Becker, who being by me duly sworn, did say and acknowledge that he is the Trustees of The Ernest A. Becker III & Mary Elizabeth Becker Family Trust.



Bunny J. Reiman
NOTARY PUBLIC
Residing at: Las Vegas, Nevada

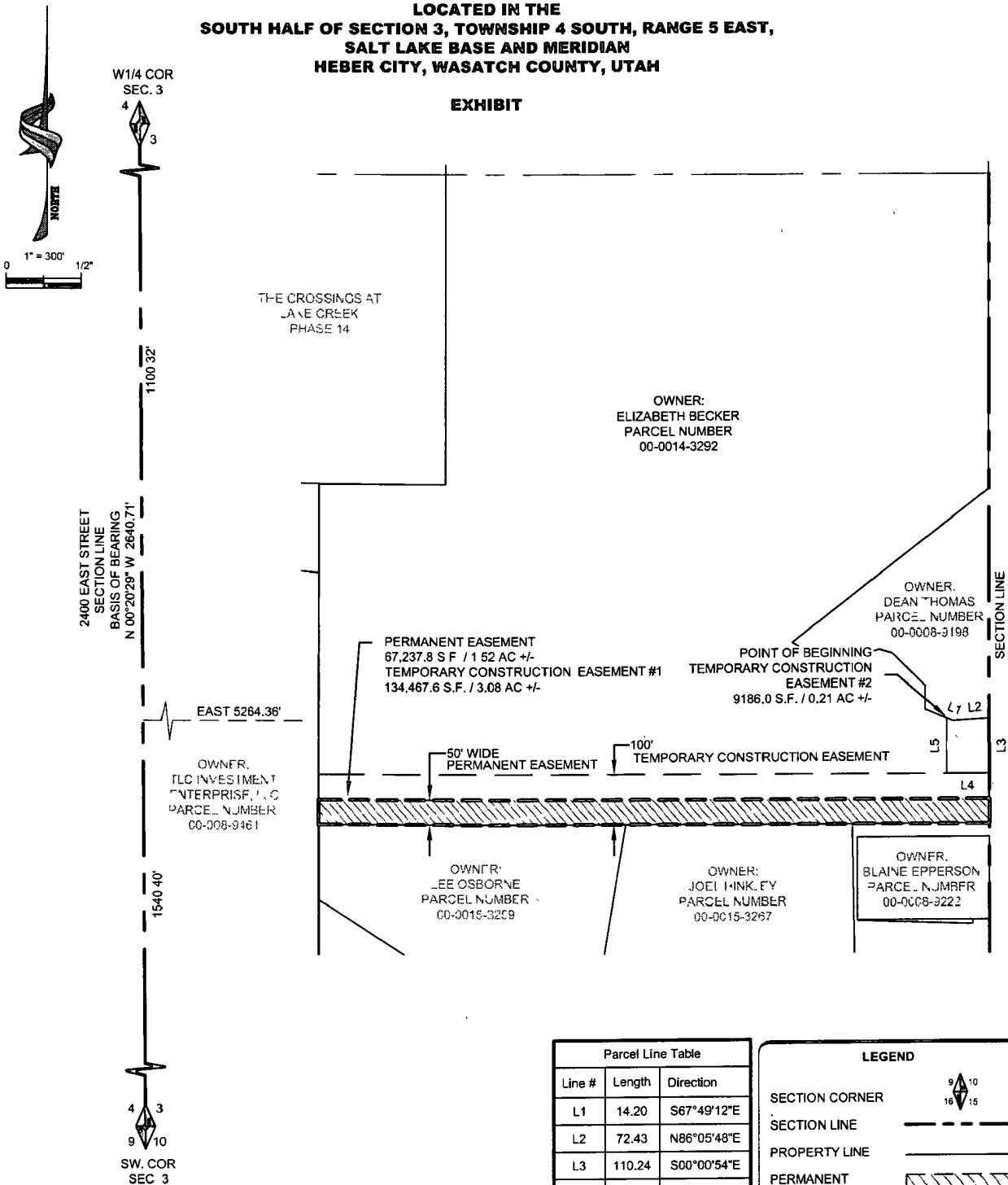
**EXHIBIT A
TO
GRANT OF EASEMENT**

Map

EASEMENT PARCEL NUMBER 00-0014-3292

LOCATED IN THE
SOUTH HALF OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST,
SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

EXHIBIT



Parcel Line Table		
Line #	Length	Direction
L1	14.20	S67°49'12"E
L2	72.43	N86°05'48"E
L3	110.24	S00°00'54"E
L4	85.21	N89°49'57"W
L5	110.42	N00°07'05"W

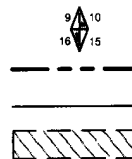
LEGEND

SECTION CORNER

SECTION LINE

PROPERTY LINE

PERMANENT EASEMENT



PROJECT NAME

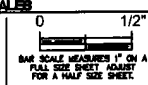
**EASEMENT
PARCEL NUMBER 00-0014-3292**

PROJECT LOCATION

HEBER CITY, WASATCH COUNTY, UTAH

SCALE

HORIZ: 1" = 300'



DRAWN: JD
DESIGNER: JD
REVIEWED: PC
DATE: 10/30/15

PROJECT #
15SM2356
SHEET:
1 of 1

