



ENT 98479:2010 PG 1 of 9
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Nov 10 4:46 pm FEE 0.00 BY CS
RECORDED FOR SANTAQUIN CITY CORPORATION

RESOLUTION No. 10-06-2010

**A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AUTHORIZING
THE NOTICE OF A WATER USE AND EASEMENT AGREEMENT
BETWEEN AHLIN A BAR RANCH, L.C. AND SANTAQUIN CITY**

A. WHEREAS, Santaquin City owns and operates a pressurized irrigation system, which includes water distribution lines in most areas of the City including the area known as "Pole Canyon"; and

B. WHEREAS, Ahlin A Bar Ranch, L.C. ("Ahlin") owns certain real property located in the Pole Canyon area, which real property has been used solely for agricultural purposes; and

C. WHEREAS, Santaquin City desires to obtain an easement through the aforementioned Ahlin property for the purpose of the installation, operation and maintenance of certain water lines and related facilities necessary for the efficient use of its pressurized irrigation system; and

D. WHEREAS, Ahlin desires to secure the use of certain water for its agricultural operations of the aforementioned property; and

F. WHEREAS, the parties desire now to enter into a contract to provide: (1) the desired easement to the City; and (2) whatever water the City may obtain pursuant to Water Right No. 51-1170 to Ahlin.

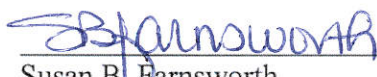
**NOW THEREFORE, BE IT RESOLVED BY THE SANTAQUIN CITY COUNCIL
THAT:**

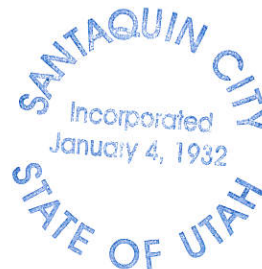
1. The Council approves and authorizes the Mayor to execute the Water Use and Easement Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein.
2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 20 day of October, 2010.


James E. DeGraffenried, Mayor

ATTEST:


Susan B. Farnsworth
Santaquin City Recorder



WATER USE AND EASEMENT AGREEMENT

This WATER USE AND EASEMENT AGREEMENT (the "Agreement") is made and entered into by and between the City of Santaquin ("Santaquin City" or "the City"), a Utah municipality, and Ahlin A Bar Ranch, L.C., a Utah limited liability company, (hereinafter "Ahlin").

RECITALS

A. WHEREAS, Santaquin City owns and operates a pressurized irrigation system, which includes water distribution lines in most areas of the City including the area known as "Pole Canyon"; and

B. WHEREAS, Ahlin owns certain real property located in the Pole Canyon area, which real property has been used solely for agricultural purposes; and

C. WHEREAS, Santaquin City desires to obtain an easement through the aforementioned Ahlin property for the purpose of the installation, operation and maintenance of certain water lines and related facilities necessary for the efficient use of its pressurized irrigation system; and

D. WHEREAS, Ahlin has used certain water pursuant to Water Right No. 51-1170, as recorded in the Utah Division of Water Rights, which water was previously transferred to Purple Sage Land Company, LLC and either has been or may be transferred to Santaquin City; and

E. WHEREAS, Ahlin desires to assure that in the event said water is transferred to the City, Ahlin may continue to use said water for a period of time for agricultural purposes; and

F. WHEREAS, the parties desire now to enter into the Agreement to further the aforementioned goals.

NOW, THEREFORE, based on the mutual promises herein contained and other good and valuable consideration herein described, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Easement.** Upon execution of this Agreement, Ahlin shall cause to be executed and delivered to the City the original Perpetual Right-Of-Way and Easement, a copy of which is attached hereto as Exhibit "1". The Perpetual Right-Of-Way and Easement shall survive any termination of the Agreement.

2. Use of Water. In the event that Water Right No. 51-1170 is dedicated or otherwise transferred to Santaquin City, Ahlin shall be entitled to use all of the water derived therefrom until the termination of this Agreement. However, this use shall not constitute any sale or lease of said Water Right.

3. Costs. Ahlin shall be solely responsible for all costs associated with the delivery and use of the water under this Agreement.

4. No Warranty Associated with Water. Ahlin acknowledges and agrees that the City makes no warranty whatsoever concerning Water Right No. 51-1170, including, but not limited to, any warranty of title, quantity, or quality. The City's obligation under this Agreement is specifically limited to allowing Ahlin the use of the water that becomes available for the City's use in the event of and through its acquisition of Water Right No. 51-1170.

5. Effective Date and Term of Agreement.

This Agreement shall become effective upon execution, and shall terminate at the earlier of: (a) submission of a final plat for development of the property that is subject to the Easement, or adjacent to that property; or (b) cessation of the use of the water or of agricultural operations on said property for a period of one year; or (c) ten (10) years from the execution of this Agreement.*The parties may, however, terminate this Agreement at any time upon their mutual written consent. Also, either party shall have the right to terminate this Agreement upon thirty (30) days' prior written notice if: (1) the other party breaches any material provision of this Agreement and fails to cure the same within the said thirty (30) days or (2) if, due to circumstances beyond the breaching party's reasonable control, the cure cannot reasonably be effectuated within the said thirty (30) days, and the breaching party fails to cure the same within a reasonable period working with due diligence.

6. No Joint Venture. This Agreement shall not constitute a joint venture or joint undertaking between Santaquin City and Ahlin. Neither party is nor shall be the legal representative or agent of the other party for any purpose and a party shall have no power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other party, and neither party shall have any obligation with respect to the other party's debts and other liabilities.

7. Indemnification and Liability. The City and Ahlin agree to retain and manage their separate risks of liability and to indemnify each other as follows:

(a) Retention of Separate Risks. Santaquin City and Ahlin shall each, separately, be responsible for all damages to persons or property that occur as the result of the negligence or fault of their own individual officers, agents, or employees.

* The parties may extend this agreement in five (5) year increments thereafter upon negotiation and mutual written consent.

(b) Santaquin City Indemnification of Ahlin. Santaquin City shall indemnify and save Ahlin free and harmless from and against all claims that arise as a result of negligence or fault of the City, its officers, agents or employees. In the event that Ahlin or any of its officers or employees are named as co-defendants with the City or any of its officers or employees in any civil action based on Santaquin City responsibilities under the terms of this Agreement, the City agrees to undertake the defense of Ahlin and any of its officers or employees so named with legal counsel reasonably acceptable to Ahlin, under reservation of rights, until such time as they have been successfully dismissed from the action or it has been determined by the City that a conflict of interest exists, at which time Ahlin will be notified of its duty, at its expense, to independently undertake the defense of Ahlin or its officers or employees named as co-defendants in such civil action.

(c) Ahlin Indemnification of Santaquin City. Ahlin shall indemnify and save the City free and harmless from and against all claims that arise as a result of negligence or fault of Ahlin, its officers, agents, or employees. In the event that the City or any of its officers or employees are named as co-defendants with Ahlin or any of its officers or employees in any civil action based on Ahlin's responsibilities under the terms of this Agreement, Ahlin agrees to undertake the defense of the City and any of its officers or employees so named with legal counsel reasonably acceptable to the City, under a reservation of rights, until such time as they have been successfully dismissed from the action or it has been determined by Ahlin that a conflict of interest exists, at which time the City will be notified of its duty, at its expense, to independently undertake the defense of the City or its officers or employees named as co-defendants in such action.

(d) No waiver of Governmental Immunity. Santaquin City waives none of its defenses available under the Act, nor waives any limits of liability provided by the Act.

(e) Default and Notice. If either party believes the other is in default as to any of the obligations set forth in this Agreement, written notice of the same shall be provided to the other party's representative. The parties' representatives shall meet to discuss the alleged default or failure to perform and, to the extent the parties can agree, a time period will be agreed upon to cure the default. If no agreement can be reached, the parties will submit the dispute to mediation. If mediation cannot resolve the dispute, either party may take whatever legal action, if any, is available to it to enforce this Agreement. If litigation is initiated, the prevailing party will be entitled to an award of its reasonable attorneys fees and costs including, without limitation, reasonable hourly fees, without regard to whether the attorneys are in-house or outside counsel.

8. Satisfaction of Responsibility. This Agreement shall not relieve either party of any obligation imposed upon it by law, provided that the performance of either party may be

offered in satisfaction of any such obligation of the party requesting assistance to the extent of actual and timely performance by the responding party.

9. Construction. Inasmuch as both parties have assisted in drafting this Agreement, it shall not be construed against either party.

10. Notices. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when personally delivered or sent by certified or registered United States mail to the respective addresses of Santaquin City or Ahlin A Bar Ranch, L.C. as set forth below or delivered by confirmed telefax to the telephone numbers listed below:

If to Santaquin City: City of Santaquin
Attn: Mayor
45 West 100 South
Santaquin, Utah 84655

with a copy to: Brett B. Rich
NIELSEN & SENIOR
5217 South State Street, Suite 400
Salt Lake City, Utah 84107
Telefax: (801) 327-8222

If to Ahlin: Ahlin A Bar Ranch, L.C.
c/o Warren Ahlin
54 North 200 West
Santaquin, Utah 84655

Each party may change its address or telefax number by written notice in accordance with this paragraph.

11. Compliance. Each party agrees to comply with all applicable federal, state and local laws during the entire term of this Agreement.

12. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Utah.

13. Entire Agreement. This Agreement shall constitute the entire agreement between the parties relating to the subject matter hereof and supersedes any prior understanding, representation, or agreement of the parties regarding the subject matter hereof.

14. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

15. No Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute waiver of that or any other right, unless expressly so provided herein. Either party may, by notice delivered in the manner provided in this Agreement, but shall not be under obligation to, waive any of its rights or any conditions to its obligations hereunder, or any covenant or duty of any other party. No waiver shall affect or alter the remainder of this Agreement, and each and every covenant, duty, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

16. Persons Bound by Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Authorization. Each individual executing this Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entity set forth for which he or she signs.

18. Rights and Remedies. The parties shall have all rights and remedies provided under Utah law for a breach or threatened breach of this Agreement. Such rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

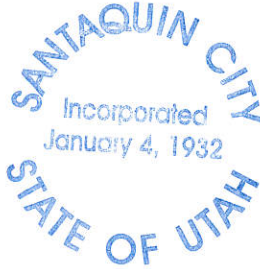
19. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments reasonably required by this Agreement that are necessary and proper to make effective the provisions of this Agreement.

20. Execution of Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. An executed version of this Agreement which has been signed and transmitted by facsimile or other electronic or mechanical means shall be deemed an original.

21. Severability. In the event that any provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other provision herein contained. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be valid to the extent of the scope or breadth permitted by law.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

SANTAQUIN CITY



James E. DeGraffenried
James E. DeGraffenried, Mayor

Attest:

Susan B. Farnsworth
Susan B. Farnsworth, City Recorder

AHLIN A BAR RANCH, L.C.

Warren L. Ahlin
Warren L. Ahlin, Agent

On this 29 day of October, 2010, personally appeared before me, Warren L. Ahlin, who after being duly sworn, stated that he signed this Agreement on behalf of and with the authority of Ahlin A Bar Ranch, L.C..



Susan B. Farnsworth
Notary Public

When recorded, mail to:
Santaquin City Recorder
45 W 100 S
Santaquin, UT 84655

ENT 98479:2010 PG 8 of 9

PERPETUAL RIGHT-OF-WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar and other good and valuable consideration paid to Ahlin A Bar Ranch, L.C., a Utah limited liability company, hereinafter referred to as GRANTOR, by Santaquin City, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR, does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to install, lay and thereafter use, operate, inspect, repair, maintain, replace, and remove pressurized irrigation pipelines, valves and fittings (hereinafter collectively referred to as the "Facilities") over, across and through the land of the GRANTOR situated in Utah County, State of Utah, said land being described and recorded in Entry 67731:2000 at the office of the Utah County Recorder.

It is intended that this perpetual easement shall be forty (40) feet in width, extending twenty (20) feet on each side of and lying parallel and adjacent to the centerline and projection thereof described in Exhibit "A". It is further intended that during the construction period, this easement shall be eighty (80) feet in width, extending forty (40) feet on each side of and lying parallel and adjacent to said centerline. The side lines of this easement shall be lengthened or shortened to terminate at the grantor's boundary lines. This easement being subject to the extent that the Grantor owns any portion of land over which the following described centerline is located:

See Exhibit "A" attached hereto and by reference herein made a part hereof.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assign, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The GRANTOR shall have the right to use the said premises except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use does not interfere with the facilities or any other rights granted to the GRANTEE hereunder.

The GRANTEE hereby agrees to pay damages or restore or replace in kind, fences, crops, underground pipes, grass seeding and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the facilities.

The GRANTOR shall not build or construct nor permit to be built or construct any building or other improvement over, across, or under said right-of-way, nor change the contour thereof without written consent of the GRANTEE. This right-of-way grant shall be binding upon and insure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns for the GRANTEE and may be assigned in whole or in part by the GRANTEE.

Exhibit "A"

Beginning at a point on the east line of the Southwest Quarter of the Southwest Quarter of Section 12, said point being South $88^{\circ}33'10''$ West 1,339.91 feet along the section line and NORTH 945.48 feet from the South Quarter Corner of said Section 12, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence North $51^{\circ}49'04''$ West 236.61 feet; thence North $66^{\circ}04'38''$ West 119.04 feet; thence North $46^{\circ}29'24''$ West 174.55 feet; thence North $56^{\circ}39'36''$ West 54.34 feet; thence North $69^{\circ}55'25''$ West 28.14 feet to a point on the north line of the Southwest Quarter of the Southwest Quarter of said Section 12; thence North $69^{\circ}55'25''$ West 6.87 feet; thence North $80^{\circ}06'15''$ West 52.48 feet; thence South $88^{\circ}37'53''$ West 49.28 feet; thence South $85^{\circ}45'49''$ West 43.98 feet; thence South $77^{\circ}30'52''$ West 46.30 feet; thence South $65^{\circ}38'49''$ West 5.02 feet a point on the north line of the Southwest Quarter of the Southwest Quarter of said Section 12; thence South $65^{\circ}38'49''$ West 27.90 feet; thence South $58^{\circ}18'30''$ West 40.48 feet; thence South $36^{\circ}08'17''$ West 178.01 feet; thence South $41^{\circ}09'37''$ West 174.18 feet; thence South $46^{\circ}45'20''$ West 58.29 feet; thence South $65^{\circ}47'29''$ West 65.74 feet; thence North $85^{\circ}32'21''$ West 103.18 feet; thence North $68^{\circ}08'17''$ West 89.94 feet; thence South $82^{\circ}31'59''$ West 46.18 feet; thence South $46^{\circ}17'55''$ West 38.84 feet to a point of terminus on the west line of the Southwest Quarter of the Southwest Quarter of said Section 12.

Perpetual Easement Containing 46,314 Sq. Ft. or 1.06 Acres more or less.

Subject to other recorded or unrecorded easements or rights-of-way, if any, which have been established and now may exist by operation of law upon said land, or any portion thereof.

Basis of bearings: N.A.D. 83 - South $88^{\circ}33'10''$ West along the line from the South Quarter Corner of Section 12 (Utah County GIS monument # 5444) to the Southwest Corner of said Section (Utah County GIS monument # 5451).

Mail Tax Notice to:
Grantee at address below

ENT 41835:2007 PG 1 of 1
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Mar 22 12:10 pm FEE 10.00 BY 55
RECORDED FOR TITLE WEST TITLE CO

WATER RIGHT QUIT-CLAIM DEED

Ahlin Descendants' Trust, GRANTOR

hereby QUIT CLAIMS TO

Purple Sage Land Company, LLC, a Utah limited liability company, GRANTEE
of: 2411 N. 740 E. Provo UT. 84604

RECEIVED
APR 04 2007
WATER RIGHTS
SALT LAKE

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described water right in Utah County, State of Utah to-wit:

Water Right No.51-1170 (a15794), on file with the Utah Division of Water Rights. Grantor makes no warranty, guarantee, or representation regarding the quantity, flow or volume of water available under said Water Right Number.

Use is for 51.03 acres of irrigation and 220 stock units.

In Witness whereof, the Grantors have caused their names to be hereunto affixed on this 1st day of March, 2007.

Ahlin Decendants' Trust

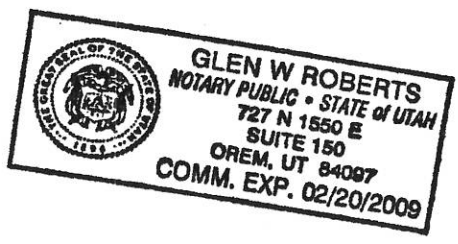
Edwin T. Ahlin
By: Edwin T. Ahlin, Trustee

Warren L. Ahlin
By: Warren L. Ahlin, Trustee

COUNTY OF UTAH)
: ss.
STATE OF UTAH)

On the 1st day of March, 2007, personally appeared before me **Edwin T. Ahlin, and Warren L. Ahlin, Trustees of the Ahlin Decendants' Trust**, the signors of the within instrument who duly acknowledged before me that they executed the same.

Glen W. Roberts
NOTARY PUBLIC



CERTIFICATE OF PROOF ENGINEER

STATE OF UTAH) ss.
COUNTY OF Utah)

Barry L. Prettyman being first duly sworn, certify that I was employed to prepare proof of permanent change under Application No. a 15794; that the accompanying tracings were prepared from field notes of a survey made by me between the 19 and 19 days of July, 1994; that these tracings, labeled as sheet Nos. 1 to 1 incl., when combined with the written proof fully describe the method and extent of beneficial use of the water and that each and all of the items contained herein are true to the best of my knowledge.

Proof Engineer: Barry L. Prettyman License No. 166406
Address: P.O. Box 1053 (401 West Hwy. 6) Salem, Ut. 84653

Subscribed and sworn to before me this 3rd day of November

(Seal of Notary)

My commission expires 4-16-95

Robert H. Christensen
Notary Public



STATE ENGINEER'S ENDORSEMENTS

Dates 9-2-94 Application received in State Eng. office; Approved _____
11-30-94 Proof of Permanent Change due in State Engineer's office
Written proof and maps received in State Eng. office by _____
Written proof and maps returned for correction by _____
Field checked by _____
Corrected written proof and maps examined and certificate written by _____
9-2-94 Certificate of Permanent Change issued (No. _____)
Maps, profiles, and drawings are filed Schwarz

This written proof and the maps, profiles, and drawings pertaining thereto, are found to comply with the requirements of the Laws of Utah, and the same are hereby approved.

February 2, 19 95 Robert J. Meyer
State Engineer

Proof of Appropriation
on Change Application No. a 15794

INSTRUCTIONS FOR COMPLETING AND SUBMITTING
PROOF OF PERMANENT CHANGE

Proofs of Permanent Change of water must be prepared by a registered engineer or licensed land surveyor. Each proof shall consist of two parts: (a) a written proof and (b) a sheet or sheets of maps, and drawings. The proof must indicate that the water sought to be changed has been applied to beneficial use, as provided in the Change Application. Any amendments necessary must be made and the proof returned to the office within the time allowed by the State Engineer.

EXHIBIT "A"

SHEET 1 OF 1

EXTENSIONS OF PARAGRAPHS AS NOTED:

10.) PLACE OF USE

Legal description of place of use by 40 acre tract:

(51-1170 A18987) - 1.09 ACRES SW1/4 SE1/4, SEC. 11, T. 10 S.,
R 1 E.; 9.54 ACRES SE1/4 SE1/4, SEC. 11, T. 10 S., R. 1 E., S.L.B. &
M. TOTAL OF 10.54 ACRES

THE AMOUNT OF WATER APPROPRIATED FOR INCIDENTAL IRRIGATION IS
LIMITED TO AN AMOUNT LESS THAN THAT APPROPRIATED FOR STOCK-WATERING
PURPOSES.

(51-1170 UPDATED 1973) IRRIGATION OF 36.80 ACRES IN THE SW1/4 SE1/4
SEC. 11, T. 10 S., R. 1 E.; 3.60 ACRES IN THE SE1/4 SE1/4 SEC. 11,
T. 10 S., R. 1 E., S.L.B. & M. TOTAL OF 40.40 ACRES.

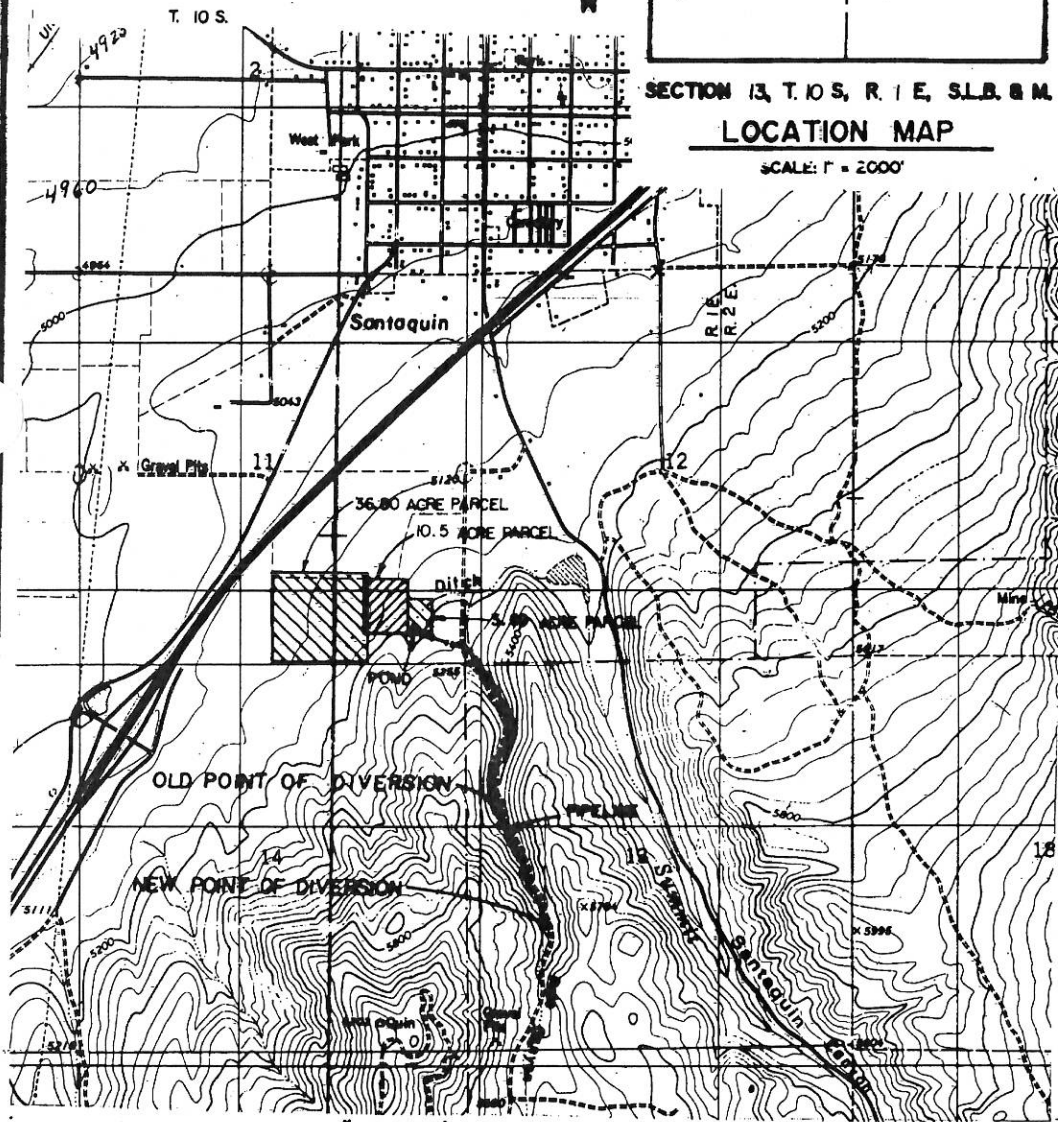
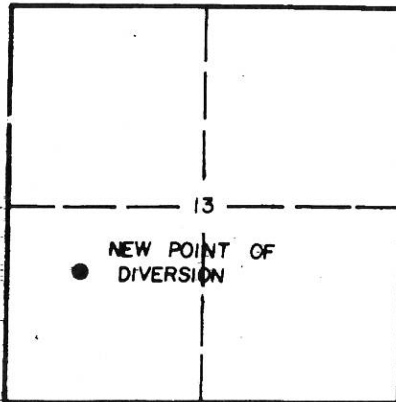
THE AMOUNT OF WATER FOR INCIDENTAL IRRIGATION IS LIMITED TO AN AMOUNT
LESS THAN THAT USED FOR STOCK-WATERING PURPOSES.
SUPPLEMENTAL WITH 30 SHARES SUMMIT CREEK IRRIGATION CO. WATER.

**NOTE: THIS IS A PROOF OF PERMANENT CHANGE OF WATER TO SHOW CHANGES MADE.
THE ONLY CHANGE WAS TO REPLACE THE EXISTING PIPELINE FROM SPRING AND EXTEND
LINE TO POND. PLACE OF IRRIGATION, STOCK-WATERING, FLOW, ETC. IS SAME AS
HERETOFORE.**

DIVERSION LOCATION

DIVERSION IS SOUTH 3,521.23' &
EAST 1,188.30' FROM THE NORTHWEST
CORNER OF SECTION 13, T. 10 S.,
R. 1 E., S.L.B. & M.

UTAH COORDINATE SYSTEM CENTRAL
ZONE.



AHLIN DESCENDANTS' TRUST
C/O EDWIN T. & WARREN L. AHLIN, TRUSTEES
BOX 116
SANTAQUIN, UT. 84655
PROOF OF PERMANENT CHANGE
OF WATER.

APPLICATION NO. A15794
WATER RIGHT NO. 51-1170

DATE:
8/11/94

DONALD C. COLE SURVEYING & ENG.
REGISTERED LAND SURVEYOR

SHEET
1 OF 1

BEFORE THE STATE ENGINEER OF THE STATE OF UTAH

IN THE MATTER OF CHANGE APPLICATION)
)
NUMBER 51-1170 (a15794))

MEMORANDUM DECISION

Change Application Number 51-1170 (a15794) was filed by Ahlin Descendants' Trust to change the point of diversion of 0.067 cfs of water as evidenced by Water Right Number 51-1170 (A18987), Certificate Number 3481. Heretofore, the water has been diverted from an unnamed spring area located South 1897 feet and East 454 feet from the NW Corner of Section 13, T10S, R1E, SLB&M. The water has been used for stockwatering of 220 equivalent animal units and for irrigation of 10.5 acres of land.

It is proposed to divert the water from an unnamed spring area located South 3000 feet and East 800 feet from the NW Corner of Section 13, T10S, R1E, SLB&M. The water will be used same as heretofore.

The application was advertised in The Payson Chronicle from September 12, 1990, until September 26, 1990. No protests were received.

In review of the underlying right, it was noted that the application was filed and approved for stockwatering purposes and the irrigation use was to be less than that which could be used for stockwatering. The certificate specifically limited the irrigation use as a supplemental supply and less than that appropriated for stockwatering purposes. A signed Statement of Water User's Claim indicates that the water is used supplementally with Summit Creek Irrigation Company water. It is the opinion of the State Engineer that the irrigation use allowed in the original appropriation is a supplemental supply to facilitate distribution and that no sole supply was ever allowed for irrigation. It appears that this change application was filed to change the point of diversion only and it is not the intent of the State Engineer to adjudicate this right at this time; however, to clarify the extent of the uses, no sole supply irrigation use was granted in the original appropriation, nor can it be allowed by this change.

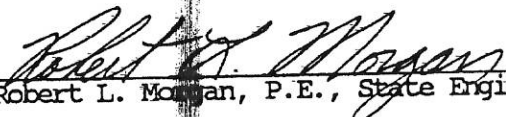
It is, therefore, ORDERED and Change Application Number 51-1170 (a15794) is hereby APPROVED subject to prior rights and with the clarification that no sole supply irrigation use has ever been granted.

This Decision is subject to the provisions of Rule R625-6-17 of the Division of Water Rights and to Sections 63-46b-13 and 63-3-14 of the Utah Code Annotated, 1953, which provide for filing either a Request for Reconsideration with the State Engineer or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this Decision. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this Decision, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

MICROFILMED

MEMORANDUM DECISION
CHANGE APPLICATION NUMBER
51-1170 (a15794)
Page - 2 -

Dated this 15th day of February, 1991.


Robert L. Morgan, P.E., State Engineer

RLM:JER:ap:jb

Mailed a copy of the foregoing Memorandum Decision this 15th day of February, 1991, to:

Ahlin Descendants' Trust
c/o Edwin T. and Warren L. Ahlin, Trustees
Box 116
Santaquin, UT 84655

By: 
Judy Barbour, Secretary

MICROFILMED

RECEIVED
AUG 16 1990

APPLICATION FOR PERMANENT CHANGE OF WATER

Rec. by
Fee Paid \$ 30.00
Receipt # 29086
Microfilmed
Roll #

**WATER RIGHTS
SALT LAKE**

STATE OF UTAH

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated 1953, as amended.

CHANGE APPLICATION NUMBER: a15794 **WATER RIGHT NUMBER: 51 - 1170**

This Change Application proposes to change the POINT(S) OF DIVERSION.

1. OWNERSHIP INFORMATION.

- A. **NAME:** Ahlin Descendants' Trust **INTEREST:** 100%
c/o Edwin T. and Warren L. Ahlin, Trustees
ADDRESS: Box 116, Santaquin, UT 84655
- B. **PRIORITY OF CHANGE:** August 16, 1990 **FILING DATE:** August 16, 1990
- C. **RIGHT EVIDENCED BY:** Application Number 51-1170 (A18987)

* **DESCRIPTION OF CURRENT WATER RIGHT:** *

2. SOURCE INFORMATION.

- A. **QUANTITY OF WATER:** 0.067 cfs
- B. **DIRECT SOURCE:** Unnamed spring area **COUNTY:** Utah
~~Underground Water Well~~
- C. **POINT OF DIVERSION -- SURFACE:**
(1) S 1897 feet E 454 feet from NW corner, Section 13, T 10S, R 1E, SLBM
DIVERT WORKS: Concrete Dam
SOURCE: Unnamed Spring Area

3. WATER USE INFORMATION.

IRRIGATION: from Apr 1 to Oct 31. **IRRIGATING:** 10.50 acres.
STOCKWATERING: from Jan 1 to Dec 31. **EQUIVALENT LIVESTOCK UNITS:** 220.

4. PLACE OF USE. (Which includes all or part of the following legal subdivisions:)

BASE	TOWN	RANG	SEC	NORTH-EAST $\frac{1}{4}$				NORTH-WEST $\frac{1}{4}$				SOUTH-WEST $\frac{1}{4}$				SOUTH-EAST $\frac{1}{4}$										
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE							
SL	10S	1E	11					■	■	■					■	■	■		■	■	■	■	X	X	X	X

-----*

* THE FOLLOWING CHANGES ARE PROPOSED: *

-----*

5. SOURCE INFORMATION.

- A. QUANTITY OF WATER: 0.067 cfs
- B. DIRECT SOURCE: Unnamed Spring Area COUNTY: Utah
- C. POINT OF DIVERSION -- SURFACE: Changed as Follows:
 (1) S 3000 feet E 800 feet from NW corner, Section 13, T 10S, R 1E, SLBM
 DIVERT WORKS: Collection System
 SOURCE: Unnamed Spring Area
- D. COMMON DESCRIPTION: 0.6 mi up Pole Canyon

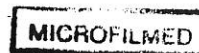
6. WATER USE INFORMATION. Same as HERETOFORE.

7. PLACE OF USE. Same as HERETOFORE.

8. SIGNATURE OF APPLICANT(S).

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application, through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein, at the time of filing, rests with the applicant(s).

Edwin + Ahlin
Signature of Applicant(s)



\$25 Fee Rec'd BY JK
Receipt # 07-01697

REPORT OF WATER RIGHT CONVEYANCE **WATER RIGHT #** 51-1170
USE THIS CONVEYANCE REPORT FORM WHEN 100% OF THE WATER RIGHT IS CONVEYED.
SECTION A. CONVEYANCE SUMMARY

1. Assignment _____ Warranty Deed Quitclaim Deed _____ Sheriff's Deed _____ Trustee's Deed _____
Other: _____
2. Date Signed 3 / 1 / 2007 Date Recorded 3 / 22 / 2007 Book _____ Page # _____ Recorder's # 41835:2007
3. Grantor Ahlin Decendants Trust
4. Grantee(s) Purple Sage Land Company, LLC
5. Mailing Address: 2411 N. 750 E. Provo Utah 84604
6. a. Pending Change Applications none
b. Under Non-Use? Yes _____ No If yes, expiration date: _____
7. Special Conditions of Conveyance _____

RECEIVED
APR 04 2007
WATER RIGHTS
SALT LAKE

1. Assignment _____ Warranty Deed _____ Quitclaim Deed _____ Sheriff's Deed _____ Trustee's Deed _____
Other: _____
2. Date Signed ___/___/___ Date Recorded ___/___/___ Book _____ Page # _____ Recorder's # _____
3. Grantor _____
4. Grantee(s) _____
5. Mailing Address: _____
6. a. Pending Change Applications _____
b. Under Non-Use? Yes _____ No If yes, expiration date: _____
7. Special Conditions of Conveyance _____

1. Assignment _____ Warranty Deed _____ Quitclaim Deed _____ Sheriff's Deed _____ Trustee's Deed _____
Other: _____
2. Date Signed ___/___/___ Date Recorded ___/___/___ Book _____ Page # _____ Recorder's # _____
3. Grantor _____
4. Grantee(s) _____
5. Mailing Address: _____
6. a. Pending Change Applications _____
b. Under Non-Use? Yes _____ No If yes, expiration date: _____
7. Special Conditions of Conveyance _____



SECTION B. CERTIFICATION

I, Alan Thomson of Purple Sage Land Company, certify that I retained Glen W. Roberts to prepare and submit this Report of Water Right Conveyance on my behalf as the owner (grantee) described in Section A or as the representative of the current owners described in Section A. If this report was prepared as authorized by Administrative Rule R655-3-3, I further certify that the information contained herein or attached hereto is true and accurate to the best of my knowledge.

[Signature] _____ 04/03/2007 _____ 801-592-1161 _____
Signature Date Phone #

I, Glen W. Roberts, certify that I am licensed as ~~(XXXXXX) XXXXXXXXXXXXXXXXX~~ an Attorney, ~~Land Surveyor, & Title Insurance Agent~~ in the State of Utah, that my license number is 4128, that I have reviewed the attached documents and have prepared this Report of Water Right Conveyance or that it was done under my direct supervision, and that the information contained herein or attached hereto is true and accurate to the best of my knowledge. I further certify that the documents attached hereto evidence the ownership interest of the "New Owner(s)", named in Section A, in the water right interest listed in Section A:

RECEIVED
APR 04 2007

Glen W. Roberts _____ 04/03/2007 _____ 801-592-1161 _____
Signature Date Phone #
Address: 727 N. 1550 E. #150 Orem Ut. 84097

This report was prepared for the purpose of updating the records of the Division of Water Rights. This report is not a title opinion based on a complete title search. It does not warrant or guarantee title to water rights.

SECTION C. DIVISION OF WATER RIGHTS - FOR OFFICIAL USE ONLY

Received: 4 / 4 / 07 Filed: 4 / 4 / 07 Reviewed by: GA
Database Changed: 4 / 10 / 07 by: GA
File Changed: 4 / 10 / 07 by: GA
New File Number based on Segregation _____
Remarks: 100% of water conveyed. Grantor owns nothing.

AMOUNT OF WATER RIGHT RETAINED 0

No agency of the State of Utah warrants or guarantees title to certain water rights. The water right ownership information of record in the Division of Water Rights concerning this water is based on the information, which has been submitted by this Report of Water Right Conveyance.

RECEIVED

SEP 02 1994

PROOF OF PERMANENT CHANGE OF WATER

STATE OF UTAH

NOV 07 1994

WATER RIGHTS RECEIVED
I hereby certify that diverting works are completed and that water is being applied to a beneficial use, proof of permanent change of water is hereby submitted to the State Engineer in accordance with Section 73-3-16 of the Utah Code Annotated 1953, as amended.

WATER RIGHT NO. 51 - 1170

CHANGE APPL. NO. a 15794

Nature of Change: X Point of Diversion _____ Period of Use _____
Place of Use _____ Nature of Use _____

Right(s) upon which change is based: 51-1170 (A18987) & Approved Temporary Change No. +90-51-49, Subject to prior rights. Approved permanent change 51-1170 (A15794)

1. OWNER INFORMATION Ahlin Descendants Trust

Name: Edwin T. & Warren L. Ahlin, Trustees * Interest: _____%

Address: P.O. Box 116

City: Santaquin State: Utah Zipcode: 84655

2. QUANTITY OF WATER: 0.067 Same as Heretofore cfs and/or _____ ac-ft

3. SOURCE: Spring area same as heretofore DRAINAGE: _____

which is tributary to _____
which is tributary to _____

POINT(S) OF DIVERSION: _____ COUNTY: Utah

At a point South 3521.23 feet and East 1188.30 feet from the Northwest Corner of Section 13, Township 10 South, Range 1 East, Salt Lake Base & Meridian.

Description of Diverting Works and Carrying Works: Clay Dam causing water to flow into pipe inlet. Piped with 4" PVC from inlet to old point of Diversion therefrom replacing existing pipeline as it existed to pond. Ditch is also now piped to pond.

4. POINT(S) OF REDIVERSION

The water is rediverted from Same as Heretofore at a point: _____

Description of Diverting Works and Carrying Works: _____

5. POINT(S) OF RETURN

The amount of water consumed is None cfs or _____ ac-ft

The amount of water returned is _____ cfs or _____ ac-ft

The water is returned to the natural stream/source at a point(s): _____

6. STORAGE

Reservoir Name: None Storage Period: from _____ to _____

Capacity: _____ ac-ft. Inundated Area: _____ acres

Height of dam: _____ feet

Legal description of inundated area by 40 acre tract(s): _____

* These items are to be completed by the Division of Water Rights

Change Proof



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATER RIGHTS

Michael O. Leavitt
Governor

Ted Stewart
Executive Director

Robert L. Morgan
State Engineer

1636 West North Temple, Suite 220
Salt Lake City, Utah 84116-3156
801-538-7240
801-538-7315 (Fax)

February 2, 1995

Ahlin Descendants' Trust
c/o Edwin T. and Warren L. Ahlin, Trustees
Box 116
Santaquin, UT 84655

Dear Applicant(s):

RE: Water Right Number 51-1170

Enclosed is the Certificate of Beneficial Use issued by the State Engineer as the final step in completing the appropriation relating to the above-numbered water right. If you do not agree with any item of the water right awarded to you by the Certificate, you have rights of recourse as listed in the following paragraph.

If proof of appropriation or permanent change of water was submitted on or after January 1, 1988, this Certificate is subject to the provisions of Rule R655-6-17 (formerly Rule R625-6-17) of the Division of Water Rights and to Sections 63-46b-13 and 73-3-14 of the Utah Code Annotated, 1953, which provide for the filing of either a Request for Reconsideration with the State Engineer of an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this letter. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A Court appeal must be filed within 30 days after the date of this letter, or if a Request for Reconsideration has been filed, within 30 days after the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Under the law this Certificate must be recorded in the office of the County Recorder in the county where the water is diverted, within thirty (30) days from the receipt hereof. You should attend to this matter at once.

If you have questions or if we can assist you, we will be happy to do so. Your contact with this office, should you need it, is with the Utah Lake Regional Office. The telephone number is 801-538-7421.

Sincerely,

Robert L. Morgan, P. E.
State Engineer

RLM:cem



BS TOWN RANG SC	---North East Quarter---				---North West Quarter---				---South West Quarter---				---South East Quarter---				Section Totals		
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE			
SL 10S 1E 11				■				■				■				■	37.89	13.14	51.03
Group Total:																	51.03		

STOCKWATERING: From Jan 1 to Dec 31. EQUIVALENT LIVESTOCK UNITS: 220.

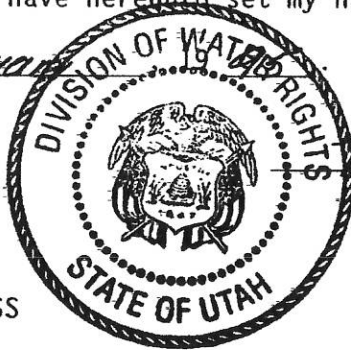
LIMITATION(S) -- Water Right 51 - 1170 is limited to:
the irrigation requirements of 10.50 acres.

4. SIGNATURE OF STATE ENGINEER & ACKNOWLEDGMENT OF NOTARY PUBLIC:

The right evidenced by this certificate is restricted to the change described herein, and the certificate in no way establishes nor validates the water right claimed by the applicant, and the change is to in no way enlarge the original right or rights. This certificate entitles the holder to use only sufficient water from all rights combined to constitute an economic duty without waste of water. The works used in this change are to be operated and maintained in such a manner and condition as will prevent waste of water.

In Witness Whereof, I have hereunto set my hand and affixed the seal of my office this

2 day of February

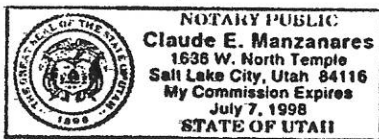


Robert L. Morgan
State Engineer

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this

2 day of FEBRUARY, 19 95 by ROBERT L. MORGAN, State Engineer of Utah.



Claude E. Manzanares
Notary Public

CERTIFICATE OF BENEFICIAL USE

STATE OF UTAH

WATER RIGHT No: 51 - 1170 (A18987)

NATURE OF CHANGE: Point of Diversion [X] Place of Use [X] Nature of Use [X]

1. WATER RIGHT AND OWNERSHIP INFORMATION:

- A. NAME:** Ahlin Descendants' Trust **INTEREST: 100%**
c/o Edwin T. and Warren L. Ahlin, Trustees
ADDRESS: Box 116, Santaquin, UT 84655
- B. RIGHT EVIDENCED BY:** Application Number 51-1170 (A18987)
on which the following Change Application(s) have been filed:
Change Application No. a15794
- C. PRIORITY DATE:** June 16, 1990 **PRIORITY OF CHANGE a15794:** August 16, 1990

2. SOURCE INFORMATION:

- A. QUANTITY OF WATER:** 0.067 cfs
- B. DIRECT SOURCE:** Unnamed Spring Area
- C. POINT OF DIVERSION -- SURFACE:**
(1) S 3521 feet E 1188 feet from NW corner, Section 13, T 10S, R 1E, SLBM
DIVERTING WORKS: 4-inch pipeline
SOURCE OF POD: Unnamed Spring Area
- D. DRAINAGE AREA:** Spanish Fork River **COUNTY:** Utah

3. WATER USE INFORMATION:

Water Rights Appurtenant: 51-1170, 30 shares of Summit Creek Irrigation Company.

IRRIGATION: from Apr 1 to Oct 31. **IRRIGATING:** 51.03 acres.

Continued on next page.