

**Agenda Item:** Consider approval of property transactions related to UDOT's Mountain View Corridor (MVC) near Jordan Valley Water Treatment Plant (JVWTP).

The issues MWDSLS is involved in relate to lands and facilities jointly owned by JVWCD (5/7ths) and MWDSLS (2/7ths), as well as access. There are a number of other related transactions that involve only JVWCD and UDOT.

Staff is asking for authority to complete the real property transactions described below. There are a small number of topics where concepts have jelled, but not language. We need some flexibility to accommodate changes that are not material.

**Objective:** Consider the following:

- conveyance of a fee strip of land (almost an acre); and
- execution of a temporary construction easement agreement with UDOT; and
- abandonment of a water tank access easement (the tank is used for backwash and other JVWTP purposes); and
- execution of an easement agreement with the landowner/developer for a new tank access; and
- execution of a utility agreement with UDOT for utilities (water line and communication lines from tank to JVWTP) under MVC; and
- acceptance of private access agreements from UDOT that will allow access to JVWTP, etc., from UDOT roads.

**Background:** UDOT intends to acquire lands and interests in lands near JVWTP for the MVC. This includes lands jointly owned by JVWCD and MWDSLS. Please refer to the attached Ex. 1. The "North" arrow on Ex. 1 is located near, and points toward, the lower right corner.

1. **Quit claim of small strip to UDOT.** UDOT will acquire the thin, orange, north/south oriented strip (located right of center and above center on Ex. 1), UDOT parcel number 101:D:A. This was used, and will be used, for a water line and communication equipment that connect the water tank (on the small pink shaded parcel located high and right on Ex. 1) to JVWTP. The following is a summary of the details regarding this piece:

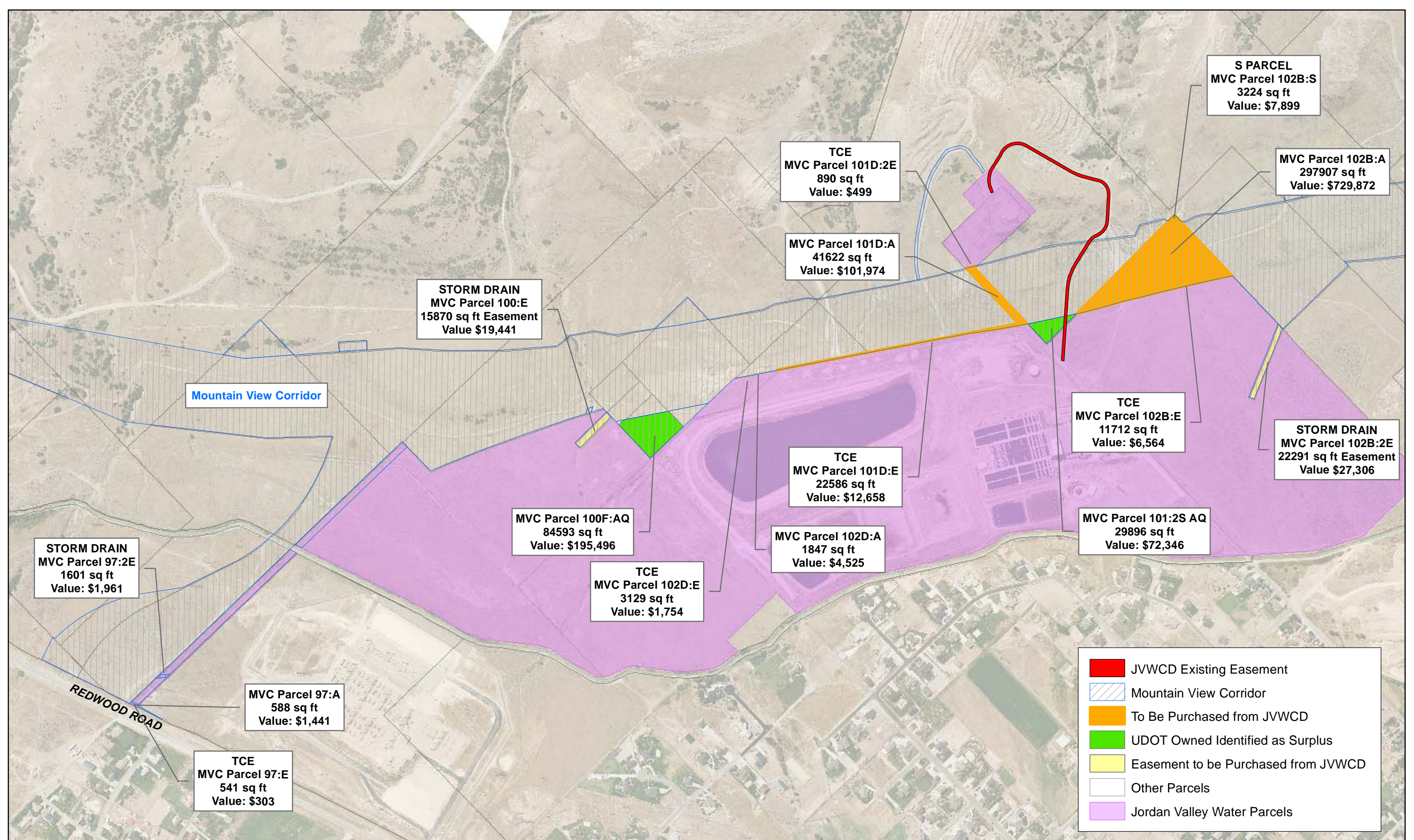
The appraisals are dated and questionable in a number of other ways, but MWDSLS' emphasis has long been on getting UDOT to straighten out unrelated issues. UDOT has delivered. Also, getting the appraisal right would consume more than it would likely add. The appraised value is \$101,974. MWDSLS' share is 2/7ths, \$29,135. Conveyance will be by simple form Quit Claim Deed, Ex. 2. The language of the very last paragraph seems to need a bit of work, but the concept is agreed to.

UDOT requires that the districts sign a Right of Way Contracts (ROC), which is a simple executory agreements to sell, before UDOT can process payment for the fee. The ROC is attached as Ex. 3.

2. **Conveyance of 2 small temporary construction easements to UDOT.** UDOT needs a temporary construction easement on 2 small parcels (TCEs), UDOT parcel numbers 101D:E, and 101D:2E. Attached as Ex. 4 is the Temporary Construction Easement Agreement. This needs a little work on subparagraph 7(d) regarding UDOT's OCIP program and protections to the districts. The ROC for the construction easements is attached as Ex. 5. The compensation described in the ROC and Temporary Easement Agreement need to be reconciled.
3. **Abandonment of Tank Access Easement, and Easement Agreement for New Tank Access Agreement.** Shown in red, near the top right of Ex. 1 is the tank access easement. The tank is on the lonely parcel shown in purple. This has not been historically used, and will be abandoned. Shown in thin blue outline to the east of the tank parcel is the new easement. There are 2 abandonment documents, as some of the easement encumbers UDOT lands, and some encumbers lands of a private landowner/developer. The abandonment documents are attached as Ex. 6. The Easement Agreement for the new easement is attached as Ex. 7.
4. **Utility Agreement.** The thin strip of fee is the site of a water line and communication lines essential to the tank and operations of JWVTP. UDOT relocated a portion of these facilities (deeper) and UDOT will give the districts jointly a "Utility Agreement" for these facilities to cross under the highway, attached as Ex. 8. There is one area where language, not concept, may still be tweaked, subparagraph 6(b). The increased costs of operation, maintenance, repair and replacement of these facilities that results from the fact that UDOT put a road over them should be UDOT's burden, not the districts.
5. **Private Access Agreements.** There are several places where JWVCD and MWDSLs will be given private accesses on and off MVC and other streets.

**Committee Activity:** Engineering Committee has discussed the MVC transaction on several occasions.

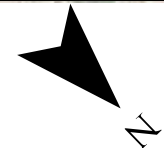
**Recommendation:** Authorize the GM to execute the documents reasonable and necessary to complete the described transaction, in the attached forms, with discretion to make changes to the documents that are not material.



0 300 600 Feet

# JORDAN VALLEY WATER CONSERVANCY DISTRICT UDOT PROPERTY TRANSACTION

Draft  
7/18/2010



WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**Quit Claim Deed**  
(CONTROLLED ACCESS)  
(Local District)  
Salt Lake County

Parcel No. 0182:101D:A1  
Project No. MP-0182(6)  
Affecting Tax ID. No. 33-16-100-028

The Jordan Valley Water Conservancy District, formerly known as Salt Lake County Water Conservancy District, a water conservancy district created and existing under the laws of the State of Utah, at 8215 South 1300 West, West Jordan, Utah, 84088, County of Salt Lake, State of Utah, and the Metropolitan Water District of Salt Lake & Sandy, a metropolitan water district created and existing under the laws of the State of Utah, at 3430 East Danish Road, Cottonwood Heights, Utah, collectively Grantor, hereby QUIT CLAIM to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, for a highway known as Project No. MP-0182(6), being part of an entire tract of property, situate in the NW1/4SW1/4 and the NE1/4SW1/4 of Section 16 and the NE1/4SE1/4 of Section 17, T. 4 S., R. 1 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the westerly boundary line of said entire tract, which point is 138.29 ft. S. 0°24'58" W. along the section line from the West Quarter Corner of said Section 16, said point is also 235.04 ft. radially distant northeasterly from the Mountain View Corridor Right of Way Control Line, of said project, opposite approximate Engineer Station 895+17.79; and running thence Southeasterly 55.60 ft. along the arc of a 15057.50 ft. radius curve to the right (Note: Chord to said curve bears S. 57°01'51" E. for a distance of 55.60 ft.); thence S. 56°55'30" E. 145.39 ft.; thence S. 54°40'45" E. 255.20 ft.; thence S. 56°55'30" E. 1386.93 ft. to a point in the southerly boundary line of said entire tract, which point is 225.00 ft. perpendicularly distant northeasterly from said control line

opposite approximate Engineer Station 876+75.89; thence N. 89°37'10" W. 10.92 ft. along said southerly boundary line to a southerly corner of said entire tract; thence N. 56°55'28" W. 1,764.22 ft. along a southwesterly boundary line of said entire tract; thence S. 0°24'58" W. 548.50 ft. along an easterly boundary line of said entire tract to a point 242.67 ft. perpendicularly distant southwesterly from said control line opposite approximate Engineer Station 891+53.32; thence N. 59°47'15" W. 46.74 ft.; thence N. 61°15'26" W 30.25 ft. to a point 247.29 ft. perpendicularly distant southwesterly from said control line opposite approximate Engineer Station 892+30.17; thence S. 89°35'02" E. 17.19 ft. to a point on the westerly boundary line of said entire tract; thence N. 0°24'58" E. 561.71 ft. along said westerly line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 41,622 square feet in area or 0.955 acre, more or less.

(Note: Rotate all bearings in the above description 0°13'40" clockwise to match the above said Right of Way Control Line.)

To enable Grantee to construct and maintain a public highway as a freeway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated 1998, as amended, the limited access highway facility that will comprise of frontage roads and adjacent lands between the frontage roads for a future limited access highway, Grantor hereby releases and relinquishes to Grantee any and all rights of ingress and egress from the remainder of Grantor's Parcel No. 33-16-100-028, except at designated points at which access may be permitted in writing by Grantee.

(Note: Engineer Stations used in the above document are based on the Mountain View Corridor Right of Way Control Line for highway Project No. MP-0182(6))

**IN WITNESS WHEREOF**, said \_\_\_\_\_ has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, A.D. 2011.

STATE OF UTAH	)	<u>Jordan Valley Water Conservancy District</u>
	) ss.	
COUNTY OF SALT LAKE	)	By _____
		Steven L. Taggart Chair of the Board of Trustees

On the date first above written personally appeared before me, Steven L. Taggart, who, being by me duly sworn, says that he is the Chair of the Board of Trustees of Jordan Valley Water Conservancy District , formerly known as Salt Lake County Water Conservancy District, a local district, and that the within and foregoing instrument was signed in behalf of said local district by authority of its governing body, and said Steven L. Taggart acknowledged to me that said local district executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

\_\_\_\_\_  
Notary Public

**IN WITNESS WHEREOF**, said Metropolitan Water District of Salt Lake & Sandy has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011.

STATE OF UTAH	)	<u>Metropolitan Water District of Salt Lake &amp; Sandy</u>
	) ss.	
COUNTY OF SALT LAKE	)	By _____
		Michael L. Wilson General Manager

On the date first above written personally appeared before me, Michael L. Wilson, who, being by me duly sworn, says that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, a local district, and that the within and foregoing instrument was signed in behalf of said local district by authority of its governing body, and said Michael Wilson acknowledged to me that said local district executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

\_\_\_\_\_  
Notary Public



# Utah Department of Transportation

## Right of Way Contract

### Acquisition

Project No: MP-0182(6)	Parcels: 101D:A	
Job/Proj / Auth No: 71074	Pin No: 7703	
Project Location: MVC; Salt Lake County PM		
County of Property: SALT LAKE Tax ID / Sidwell No: 33-16-100-028		
Property Address: 15748 South Camp Williams Road HERRIMAN UT, 84065		
Owner / Grantor (s): Jordan Valley Water Conservancy District and Metropolitan Water District of Salt Lake & Sandy		
Owner's Address: 8215 South 1300 West, West Jordan, UT, 84088 and 3430 East Danish Road, Cottonwood Heights, UT 84111		
Primary Phone: (801)565-4300 and (801) 942-1391		Owner's Home Phone: _____ Owner's Work Phone: _____

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

1. Grantors hereby agree to convey and sell at closing on or before \_\_\_\_\_, 2011, by Quit Claim Deed the parcel of land known as parcel number **101D:A** for transportation purposes. This contract is to be returned to: Greg Martin, Right of Way Agent c/o Utah Department of Transportation, Right of Way Division, 4501 South 2700 West, Box 148420, Salt Lake City, Utah 84114.
2. Grantors agree to transfer property free of all debris and any hazardous materials known to the best of Grantors' knowledge.
3. Grantors shall leave the property in the same condition as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantors agree to maintain the property until UDOT takes possession.
4. Grantors agree to pay any and all taxes assessed against this property to the date of closing.
5. UDOT shall pay the Grantors as shown below for the real property referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.

**Additional Terms:**

7. This offer takes into account that JVWCD holds a five-sevenths interest and MWDSLS holds a two-sevenths interest in this parcel. The purchase amount of \$101,974 will be divided according to these interests, being \$72,839 due to JVWCD and \$29,135 due to MWDSLS.

Total Selling Price	\$101,974
Amount Due to Jordan Valley Water	(\$72,839)
<u>Amount Due to Metro Water</u>	<u>(\$29,135)</u>
<b>Total amount due</b>	<b>\$101,974</b>



# Utah Department of Transportation

## Right of Way Contract

### *Fee Simple Acquisition*

Project No: MP-0182(6)	Parcels: 101D:A
Job/Proj / Auth No: 71074	Pin No: 7703
Project Location: MVC; Salt Lake County PM	
County of Property: SALT LAKE	Tax ID / Sidwell No: 33-15-300-016
Property Address: 15748 South Camp Williams Road HERRIMAN UT, 84065	
Owner / Grantor (s): Jordan Valley Water Conservancy District and Metropolitan Water District of Salt Lake & Sandy	
Owner's Address: 8215 South 1300 West, West Jordan, UT, 84088 and 3430 Danish Road, Sandy, UT 84111	
Primary Phone: (801)565-4300 and (801) 942-1391	Owner's Home Phone: _____ Owner's Work Phone: _____

_____ Greg Martin / Acquisition Agent	_____ Date
_____ Dian McGuire / Team Leader	_____ Date
_____ Approved by Director of Right of Way	_____ Date

**Grantor understands this agreement is an option until approved by the Director of Right of Way.**

_____ Grantor	_____ Date
_____ Grantor	_____ Date
_____ Grantor	_____ Date
_____ Grantor	_____ Date

WHEN RECORDED MAIL TO:  
Jordan Valley Water  
Conservancy District  
Attn: Property Manager  
8215 South 1300 West  
West Jordan, Utah 84088

Utah Department of Transportation  
4501 South 2700 West  
Box 148420  
Salt Lake City, Utah 84114-8420

PARCEL ID #33-16-100-028  
UDOT PARCEL NOS.: 101D:E  
101D:2E

### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 2011 (the “Effective Date”), between the Jordan Valley Water Conservancy District, formerly known as Salt Lake County Water Conservancy District, a water conservancy district organized under the laws of the State of Utah, and the Metropolitan Water District of Salt Lake and Sandy, a Utah metropolitan water district (collectively, “Grantor”), and the Utah Department of Transportation, an agency of the State of Utah (“Grantee”).

#### RECITALS:

- A. Grantor owns the real property described in attached Exhibit 1 (the “Property”);
- B. Grantee desires to obtain from Grantor, and Grantor is willing to grant, a temporary, non-exclusive construction easement on, over, across, and through the Property, consistent with the terms set forth in this Agreement.

C. This Agreement is entered into to allow Grantee use of Grantor's land for construction activities on the Mountain View Corridor Project.

TERMS:

The parties agree as follows:

1. (a) Grantor hereby grants to Grantee a temporary, non-exclusive easement ("Easement") on, over, across, and through all portions of the Property for Grantee's use for construction of portions of the Mountain View Corridor Project No. MP-0182(6) (the "Project"), including establishment of access and a construction haul road, installation or relocation of existing and proposed new utility systems and drainage works, associated survey and construction-related activities, and providing vehicular and pedestrian access, ingress, and egress to and from Grantee's property. The legal description of the Easement is identical to the legal description of the Property in Exhibit 1.

(b) Grantee's use of the Easement during the term of this Agreement shall extend to Grantee's agents, servants, employees, contractors and others performing work by, through, for, or under Grantee in connection with the Project (collectively, "Grantee's Agents"), but not to others.

2. (a) The Easement is temporary and non-exclusive, and it shall expire without further notice or condition three years following the Effective Date.

(b) The term of the temporary, non-exclusive Easement may be extended as the parties mutually agree in writing.

3. As just compensation for this Agreement, Grantee shall pay to Grantor Nine Thousand Three Hundred Ninety-Eight and 00/100 Dollars (\$9,398.00) within twenty (20) days following the Effective Date.

4. Any damage caused by Grantee or Grantee's Agents to the Property resulting from their use of or activities within the Easement shall be repaired immediately by Grantee at its expense to a similar pre-construction condition.

5. Grantee shall not grant, and Grantee is not given any right by this Agreement to grant, to any third party any additional right-of-way or easement or other interest within the Property and/or Easement. Any such grant shall be void, invalid, and unenforceable.

6. Grantee shall obtain, at its expense, and comply with all applicable governmental permits related to its use of and activities within the Easement.

7. (a) Grantee hereby acknowledges that it accesses and uses the Easement at its risk and hazard and, without limiting the generality of the foregoing, Grantee agrees that Grantor and Grantor's agents, employees, officers, trustees, assigns, and successors, shall not be responsible for any harm, damage, injury, cost, claim, judgment or liability that may be suffered or incurred by Grantee or by Grantee's Agents associated with the use or condition of the Easement, unless the harm, damage, injury, cost, claim, judgment or liability was due to the reckless or intentional misconduct of Grantor.

(b) Grantee hereby releases Grantor and Grantor's agents, employees, officers, trustees, assigns, and successors, from liability for all loss, harm, damage, injury, cost, claim, judgment or liability of every description or kind whatsoever that may result from, arise out of, or be attributable to Grantee, to Grantee's Agents, and/or to Grantee's

and/or to Grantee's Agents' use of or activities within the Easement, unless the loss, harm, damage, injury, cost, claim, judgment or liability was due to the negligence of Grantor; and,

(c) Grantee shall indemnify, defend, and save harmless Grantor, including Grantor's employees, officers, trustees, and agents, from any and all claims, demands, suits, causes of action, judgments, costs, attorney's fees, expenses, and liability for bodily injury, death, or damages to property, real or personal, which may result from, arise out of, or be attributable to Grantee, to Grantee's Agents and/or to Grantee's and/or to Grantee's Agent's use of or activities within the Easement. The provisions of this subparagraph are subject to the provisions of the Governmental Immunity Act of Utah (§§ 63G-7-101 et. seq.) and nothing in this Agreement is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act of Utah.

(d) UDOT, at its sole expense, has implemented an Owner-Controlled Insurance Program ("OCIP") to furnish certain insurance coverage for on-site Project activities. During the term of this Agreement, Grantee shall enroll in OCIP and it shall require its contractor(s), subcontractors, and all other performing work by, through, for, or under Grantee to enroll in the Program.

8. All notices, requests, demands, and other communications between the parties shall be in writing and shall be given by personal delivery or by certified mail, with return receipt requested, to the following addresses or to such other addresses as the parties may designate in writing:

If to Grantor, to:

Jordan Valley Water Conservancy District  
Attn: General Manager  
8215 South 1300 West  
West Jordan, UT 84088

If to Grantee, to:

Utah Department of Transportation  
Attn: Teri Anne Newell  
5680 Dannon Way  
West Jordan, Utah 84081

Notice shall be effective on the date it is received by the other party.

9. This Agreement may be amended only by written instrument executed by all parties.

10. All of the grants, covenants, terms, provisions, and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, affiliates, assigns, heirs, executors, and administrators of the parties.

11. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matter in this document.

12. Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entities shown.

13. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

14. Any party may record this Agreement.

15. (a) Each party hereby represents, warrants, and agrees that the terms of this Agreement, the rights granted to it, and the obligations imposed on it by this Agreement, and its performance of this Agreement, do not breach, violate, or conflict with any other agreement(s) to which it is a party.

(b) Each party hereby represents, warrants, and agrees that this Agreement upon execution is legally binding upon it.

16. This Agreement may be executed in counterparts.

“Grantor”:

Jordan Valley Water Conservancy District

By: \_\_\_\_\_

Steven L. Taggart  
Chair of the Board of Trustees

“Grantor”:

Metropolitan Water District of Salt Lake and  
Sandy

By: \_\_\_\_\_

Michael L. Wilson  
General Manager

“Grantee”:

Utah Department of Transportation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Steven L. Taggart as Chair of the Board of Trustees of the Jordan Valley Water Conservancy District.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Michael L. Wilson as General Manager of the Metropolitan Water District of Salt Lake & Sandy.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, as \_\_\_\_\_ of the Utah Department of Transportation, an agency of the State of Utah.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_

EXHIBIT 1  
DESCRIPTION OF GRANTOR'S PROPERTY

101D:E

A temporary, non-exclusive easement upon part of an entire tract of property in the NW1/4SW1/4 and the NE1/4SW1/4 of Section 16, T. 4 S., R. 1 W., S.L.B. & M., in Salt Lake County, described as follows:

Beginning at a point in the westerly boundary line of said entire tract, which point is 61.30 ft. S. 0°24'58" W. from the West Quarter Corner of said Section 16, said point is also 300.10 ft. radially distant northeasterly from the Mountain View Corridor Right of Way Control Line, of said project, opposite approximate Engineer Station 895+58.23; and running thence S. 89°35'02" E. 49.99 ft.; thence S. 0°24'58" W. 97.03 ft.; thence S. 56°55'30" E. 148.28 ft.; thence S. 54°40'45" E. 255.20 ft.; thence S. 56°55'30" E. 1402.31 ft. to a southerly boundary line of said entire tract; thence N. 89°37'10" W. 18.51 ft. along said southerly boundary line; thence N. 56°55'30" W. 1386.93 ft.; thence N. 54°40'45" W. 255.20 ft.; thence N. 56°55'30" W. 145.39 ft.; thence Northwesterly 55.60 ft. along the arc of a 15057.50 ft. radius curve to the left, (Note: Chord to said curve bears N. 57°01'51" W. for a distance of 55.60 ft.) to the westerly boundary line of said entire tract; thence N. 0°24'58" E. 76.98 ft. to the point of beginning. The above described part of an entire tract of land contains 22,586 square feet in area or 0.519 acre, more or less.

(Note: Rotate all bearings in the above description 0°13'40" clockwise to match the above said Right of Way Control Line.)

101D:2E

Together with a temporary, non-exclusive easement upon part of an entire tract of property in the NW1/4SW1/4 of Section 16 and the NE1/4SE1/4 of Section 17, T. 4 S., R. 1 W., S.L.B. & M., in Salt Lake County, Utah.

In-so-far as it lies within said entire tract, said part of an entire tract of property is a strip of land 10.00 feet in width and adjoins southwesterly the following described line:

Beginning at a point in a boundary line of said entire tract, which point is 700.00 ft. S. 0°24'58" W. and 17.19 ft. N. 89°35'02" W. from the West

Quarter Corner of said Section 16, which point is also 247.29 ft. perpendicularly distant southwesterly from the Mountain View Corridor Right of Way Control Line, of said Project, opposite approximate engineer Station 892+30.17; and running thence S.  $61^{\circ}15'26''$  E. 30.25 ft.; thence S.  $59^{\circ}47'15''$  E. 46.74. ft. The side lines of said 10.00 foot easement to be extended or shortened to meet at angle points and to terminate at the boundary lines of said entire tract. The above described strip of land contains 890 square feet in area or 0.020 acre, more or less.

(Note: Rotate all bearings in the above description  $0^{\circ}13'40''$  clockwise to match the above said Right of Way Control Line.)



# Utah Department of Transportation Right of Way Contract

## Easement

Project No: MP-0182(6) Parcel No.(s) 101D:E, 101D:2E  
 Job/Proj / Auth No: 71074 Pin No: 7703  
 Project Location: MVC; Salt Lake County PM  
 County of Property: SALT LAKE Tax ID / Sidwell No: 33-16-100-028  
 Property Address: 15748 South Camp Williams Road HERRIMAN UT, 84065  
 Owner / Grantor (s): Jordan Valley Water Conservancy District and Metropolitan Water District of Salt Lake & Sandy  
 Owner's Address: 8215 South 1300 West, West Jordan, UT, 84088 and 3430 East Danish Road, Cottonwood Heights, UT 84111  
 Primary Phone: (801)565-4300 Owner's Home Phone: Owner's Work Phone: (801)942-1391

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

1. Grantors hereby agree to convey and sell at closing on \_\_\_\_\_, two temporary construction easements in parcel numbers 101D:E and 101D:2E for transportation purposes. This contract is to be returned to: Greg Martin, Right of Way Agent c/o Utah Department of Transportation, Right of Way Division, 4501 South 2700 West, Box 148420, Salt Lake City, Utah 84114-8420.
2. Grantors agree to transfer the property free of all debris and any hazardous materials known to the best of Grantors' knowledge.
3. Grantors shall leave the property in the same condition as it was when this contract was signed. No work, improvements or alteration will be done to the property other than what is provided for in this agreement. Grantors agree to maintain the property until UDOT takes possession.
4. UDOT shall pay Grantors for the easements referenced above as shown below.

### Additional Terms:

5. This offer takes into account that JVWCD holds a five-sevenths interest and MWDSLS holds a two-sevenths interest in this parcel. The purchase amount of \$13,157 will be divided according to these interests being \$9,398 due to JVWCD and \$3,759 due to MWDSLS.

**Total Selling Price                    \$13,157.00**

**Grantor understands this agreement is an option until approved by the Director of Right of Way.**

Grantor's Initials

\_\_\_\_\_  
Greg Martin / Acquisition Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dian McGuire / Team Leader

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved by Director of Right of Way

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Date

WHEN RECORDED MAIL TO:

Jordan Valley Water  
Conservancy District  
Attn: Property Manager  
8215 South 1300 West  
West Jordan, UT 84088

[PARCEL ID #33-17-400-015  
#33-17-400-016]

ABANDONMENT OF A PORTION OF AN EASEMENT

The Jordan Valley Water Conservancy District and the Metropolitan Water District of Salt Lake & Sandy were granted that certain Easement recorded on June 8, 2011, as Entry No. 11195094 in Book 9929 at Page 5363 of the records of the Salt Lake County Recorder. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Jordan Valley Water Conservancy District and the Metropolitan Water District of Salt Lake & Sandy do hereby relinquish and abandon all right, title, and interest in and to only that portion of the Easement which is more particularly described on attached Exhibit "A."

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Jordan Valley Water Conservancy District

By: \_\_\_\_\_  
Steven L. Taggart  
Its Chair of the Board of Trustees

Metropolitan Water District of Salt Lake  
& Sandy

By: \_\_\_\_\_  
Michael L. Wilson  
General Manager

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

On the \_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared before me Steven L. Taggart, who being by me duly sworn did say and acknowledge that he is the Chair of the Board of Trustees of the Jordan Valley Water Conservancy District, that the foregoing instrument was signed on behalf of the District, and that the District executed it.

\_\_\_\_\_  
Notary  
Commission Expires: \_\_\_\_\_

Residing: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared before me Michael L. Wilson, who being by me duly sworn did say and acknowledge that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that the foregoing instrument was signed on behalf of the District, and that the District executed it.

\_\_\_\_\_  
Notary  
Commission Expires: \_\_\_\_\_

Residing: \_\_\_\_\_

## EXHIBIT A

A parcel of land, being part of an entire tract of property, situate in the NE1/4SE1/4 and Lot 7 of Section 17, T.4 S., R.1 W., S.L.B.& M. The boundaries of said parcel of land are described as follows:

Beginning in the northerly boundary line of said entire tract at a point which is 175.17 feet S. 88°45'13" W. along the quarter section line and 60.00 feet north from the East Quarter Corner of said Section 17; and running thence S. 47°49'04" W. 268.54 feet to a point of curvature with a 407.84-foot radius curve to the right; thence southwesterly 200.87 feet along the arc of said curve (Note: Chord to said curve bears S. 61°55'38" W. for a distance of 198.84 feet); thence S. 13°57'48" E. 15.00 feet; thence S. 76°02'12" W. 178.18 feet to the southwesterly right of way and limited-access line of the Mountain View Corridor; thence N. 52°54'50" W. 47.37 feet along said southwesterly right of way and limited-access line; thence easterly 17.23 feet along the arc of a 80.34-foot radius non-tangent curve to the left (Note: Chord to said curve bears N. 82°10'55" E. for a distance of 17.20 feet); thence N. 76°02'12" E. 190.86 feet to a point of curvature with a 387.84-foot radius curve to the left; thence northeasterly 191.01 feet along the arc of said curve (Note: Chord to said curve bears N. 61°55'38" E. for a distance of 189.09 feet); thence N. 47°49'04" E. 245.48 feet to said northerly boundary line; thence N. 88°45'14" E. 30.52 feet along said northerly boundary line to the point of beginning. The above described part of an entire tract contains 15,798 square feet or 0.363 acre.

WHEN RECORDED MAIL TO:

Jordan Valley Water  
Conservancy District  
Attn: Property Manager  
8215 South 1300 West  
West Jordan, UT 84088

[PARCEL ID #33-17-400-015  
#33-17-400-016]

ABANDONMENT OF A PORTION OF AN EASEMENT

The Jordan Valley Water Conservancy District and the Metropolitan Water District of Salt Lake & Sandy were granted that certain Easement recorded on June 8, 2011, as Entry No. 11195094 in Book 9929 at Page 5363 of the records of the Salt Lake County Recorder. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Jordan Valley Water Conservancy District and the Metropolitan Water District of Salt Lake & Sandy do hereby relinquish and abandon all right, title, and interest in and to only that portion of the Easement which is more particularly described on attached Exhibit "A."

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Jordan Valley Water Conservancy District

By: \_\_\_\_\_  
Steven L. Taggart  
Its Chair of the Board of Trustees

Metropolitan Water District of Salt Lake  
& Sandy

By: \_\_\_\_\_  
Michael L. Wilson  
General Manager

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

On the \_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared before me Steven L. Taggart, who being by me duly sworn did say and acknowledge that he is the Chair of the Board of Trustees of the Jordan Valley Water Conservancy District, that the foregoing instrument was signed on behalf of the District, and that the District executed it.

\_\_\_\_\_  
Notary  
Commission Expires: \_\_\_\_\_

Residing: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared before me Michael L. Wilson, who being by me duly sworn did say and acknowledge that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that the foregoing instrument was signed on behalf of the District, and that the District executed it.

\_\_\_\_\_  
Notary  
Commission Expires: \_\_\_\_\_

Residing: \_\_\_\_\_

## EXHIBIT A

A parcel of land, being part of an entire tract of property, situate in the NE1/4SE1/4 and Lot 7 of Section 17, T.4 S., R.1 W., S.L.B.& M. The boundaries of said parcel of land are described as follows:

Beginning in the northerly boundary line of said entire tract at a point which is 175.17 feet S. 88°45'13" W. along the quarter section line and 60.00 feet north from the East Quarter Corner of said Section 17; and running thence S. 47°49'04" W. 268.54 feet to a point of curvature with a 407.84-foot radius curve to the right; thence southwesterly 200.87 feet along the arc of said curve (Note: Chord to said curve bears S. 61°55'38" W. for a distance of 198.84 feet); thence S. 13°57'48" E. 15.00 feet; thence S. 76°02'12" W. 178.18 feet to the southwesterly right of way and limited-access line of the Mountain View Corridor; thence N. 52°54'50" W. 47.37 feet along said southwesterly right of way and limited-access line; thence easterly 17.23 feet along the arc of a 80.34-foot radius non-tangent curve to the left (Note: Chord to said curve bears N. 82°10'55" E. for a distance of 17.20 feet); thence N. 76°02'12" E. 190.86 feet to a point of curvature with a 387.84-foot radius curve to the left; thence northeasterly 191.01 feet along the arc of said curve (Note: Chord to said curve bears N. 61°55'38" E. for a distance of 189.09 feet); thence N. 47°49'04" E. 245.48 feet to said northerly boundary line; thence N. 88°45'14" E. 30.52 feet along said northerly boundary line to the point of beginning. The above described part of an entire tract contains 15,798 square feet or 0.363 acre.

WHEN RECORDED MAIL TO:

Jordan Valley Water  
Conservancy District  
Attn: Property Manager  
8215 South 1300 West  
West Jordan, Utah 84088

PARCEL ID #33-16-300-036  
#33-17-400-012  
#33-17-400-014

EASEMENT/RIGHT-OF-WAY AGREEMENT

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 2011 (the “Effective Date”), among Wasatch South Hills Development Company, LLC, a Utah limited liability company (“Grantor”), and the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah, and the Metropolitan Water District of Salt Lake and Sandy, a metropolitan water district organized under the laws of the State of Utah (collectively, the “Grantee”).

RECITALS:

A. Grantee is authorized by law to obtain easements and right-of-ways and to construct water works facilities and pipelines within them; and,

B. Grantee desires to obtain from Grantor and Grantor is willing to grant to Grantee an exclusive, perpetual easement and right-of-way in, on, over, across and through the lands of Grantor, consistent with the terms set forth in this Agreement.

## TERMS:

The parties agree as follows:

1. (a) Grantor hereby grants to Grantee an exclusive, perpetual easement and right-of-way in, on, over, across and through Grantor's real property for vehicular and pedestrian access, ingress and egress to and from adjacent property for Grantee and for its agents, contractors, consultants, and invitees. The easement and right-of-way are described in attached Exhibit 1 and they are collectively referred to in this Agreement as the "Easement/Right-of-Way."

(b) Grantee, at its discretion and expense, may construct, use, and maintain a roadway upon the Easement/Right-of-Way, including the installation and placement of fill-materials, subgrade materials, asphalt, curb and gutter, and sidewalks.

2. (a) Grantor shall have and maintain the right to occupy and to use the surface of the Easement/Right-of-Way, provided such occupancy and use do not unreasonably interfere with Grantee's rights.

(b) Without the prior written consent of Grantee, Grantor shall not build, install, allow or otherwise place upon the Easement/Right-of-Way any structure or improvement, including but not limited to buildings or masonry fences, or anything which interferes with, or renders more difficult or expensive, Grantee's use of the Easement/Right-of-Way or otherwise violates the terms of this Agreement. Upon demand of Grantee, any prohibited structure or improvement shall be removed immediately from the Easement/Right-of-Way by Grantor at its expense.

(c) Grantor shall not remove cover or materials from, or place fill or materials within, the Easement/Right-of-Way without the prior written consent of Grantee.

3. Neither Grantor nor Grantee shall grant after the Effective Date additional easements, licenses, or right-of-ways within the Easement/Right-of-Way without the prior written consent of the other.

4. (a) Grantee has tendered to Grantor consideration for this Agreement, the receipt and sufficiency of which are hereby acknowledged by Grantor.

(b) Contemporaneously with the execution of this Agreement, Grantee shall execute and deliver to Grantor the document in the form of attached Exhibit 2, by which Grantee shall abandon all right, title, and interest in and to an easement situated elsewhere on other real property owned by Grantor.

5. Grantee assumes any and all risks in the use of the Easement/Right-of-Way and agrees to release, indemnify, and hold Grantor, its officers, directors, employees, subsidiaries, and agents harmless against any and all claims, suits, loss, costs, liens, demands, damages, liability, expense, and causes of action of any kind, including the amount of any judgment, penalty, interest, court cost, or legal fee incurred by one or any of them, in the defense of same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death, or damages to property, violations of environmental laws and regulations, and all other claims or demands of every character arising directly or as a direct result of Grantee's use of, or its activities on, the Easement/Right-of-Way and to the extent the same are not otherwise defended and indemnified under a policy of

insurance.

6. Grantee may assign this Agreement, any of its rights under this Agreement, and the right-of-way and/or easement granted it by this Agreement.

7. Grantor warrants there are no unrecorded liens, encumbrances, contracts, or leases which burden, claim an interest in, are secured by, or otherwise affect the interests and/or rights granted by this Agreement to Grantee in the Easement/Right-of-Way.

8. Grantee hereby is given the right to use the Easement/Right-of-Way for buried pipelines and appurtenances, and for buried electrical, communication, and utility lines necessary to operate its pipelines, valves, reservoirs, or other related facilities, as it deems appropriate.

9. This Agreement may be amended only by written instrument executed by all parties.

10. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

11. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

12. Each individual executing this Agreement does thereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she signs.

13. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

14. Any party may record this Agreement.

“Grantor”:

Wasatch South Hills Development Company, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

“Grantee”:

Jordan Valley Water Conservancy District

By: \_\_\_\_\_

Its: \_\_\_\_\_

“Grantee”:

Metropolitan Water District of Salt Lake and Sandy

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH            )  
                                      :SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ as \_\_\_\_\_ of Wasatch South Hills Development Company, LLC.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ as \_\_\_\_\_ of the Jordan Valley Water Conservancy District.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ as \_\_\_\_\_ of the Metropolitan Water District of Salt Lake and Sandy.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in

EXHIBIT 1

DESCRIPTION OF THE EASEMENT/RIGHT-OF-WAY

EXHIBIT 2  
ABANDONMENT OF EASEMENT

WHEN RECORDED, MAIL TO:

Utah Department of Transportation  
Right-of-way, Fourth Floor  
Box 148420  
4501 South 2700 West  
Salt Lake City, Utah 84114-8420

Jordan Valley Water Conservancy District  
8215 South 1300 East  
West Jordan, Utah 84088

UDOT Project # MP-0182(6)  
UDOT Parcel # 0182:101D  
County Tax ID # 33-16-100-028

### UTILITY AGREEMENT

This Utility Agreement is made and entered into as of the \_\_\_\_ day of September, 2011, by and between the Jordan Valley Water Conservancy District, a water conservancy district of the State of Utah, and the Metropolitan Water District of Salt Lake & Sandy, a metropolitan water district of the State of Utah (collectively referred to as "Districts"), and the Utah Department of Transportation, a political subdivision of the State of Utah ("UDOT").

#### RECITALS:

- A. The Districts own fee title to real property in Salt Lake County wherein they have the right to construct, operate, maintain, inspect, repair, and replace pipelines, electrical lines, and communication lines and related facilities. The conveyance of the property to the Districts is recorded as Entry No. 10160144, Book 9489, Pages 8020-8026, in the office of the Salt Lake County Recorder, State of Utah.
- B. The Districts' real property includes an area to be utilized by UDOT for a highway project.
- C. UDOT has requested that the Districts quit claim to UDOT that portion of their property which is located within the highway project area in exchange for UDOT's execution and delivery of this Agreement.
- D. The Districts are willing to quit claim to UDOT that portion of their property which is located within the highway project area upon the terms and conditions contained in this Agreement.

Now therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Recitals set forth above are hereby incorporated by reference into the terms of this Agreement.

2. That portion of the property owned by the Districts which is located within the highway right-of-way is described in attached Exhibit A, and the Districts shall convey that property to UDOT by quit claim deed contemporaneously with the execution of this Agreement.

3. UDOT hereby permits the Districts, their successors and assigns, the right to construct, operate, maintain, inspect, repair, and replace pipelines, valves, valve boxes and other transmission and distribution structures and facilities, and electrical and communication lines (collectively referred to as the "Facilities"), across and within the right-of-way of the highway, which includes frontage roads ("Highway Right-of-Way"), to be constructed and owned by UDOT at the location described in attached Exhibit B.

4. UDOT shall protect the Facilities located within the Highway Right-of-Way in accordance with the Districts' Design Standards and Construction Specifications at UDOT's sole expense.

5. (a) UDOT may, at its sole expense, relocate the Facilities pursuant to a schedule and to an alternate location approved by the Districts, which approval shall not be unreasonably withheld. If the Facilities are relocated outside of the Highway Right-of-Way, UDOT shall obtain and convey to the Districts, at UDOT's sole expense, a substantially equivalent easement in a form acceptable to the Districts.

(b) UDOT shall reimburse the Districts for all costs of any future relocations or modifications to the Facilities as may be required by UDOT for the use, maintenance, improvement, construction or operation of the highway and frontage roads. That utility work shall be performed and reimbursed by UDOT in accordance with the provisions of the Federal Highway Administration's rules found at 23 CFR, Part 645, Subpart A, Utility Relocation, Adjustments and Reimbursement, and with Utah Code Ann. §72-6-116.

6. (a) The Districts, at no expense to them, may access their Facilities located within the Highway Right-of-Way in compliance with Utah Administrative Code R930-6, Accommodation of Utility Facilities and the Control and Protection of State Highway Rights of Way.

b) UDOT shall provide the Districts, at no expense to them, with access in the Highway Right-of-Way to construct, operate, maintain, inspect, repair, and replace the Facilities. UDOT shall reimburse all costs of construction, operation, maintenance, inspection, repair, and replacement incurred by the Districts which are

attributable to the Highway Right-of-Way situated above, on, over, or across the Facilities, including but not limited to traffic control; excavation, shoring, and backfill costs for cuts and trenching greater than six feet (6') deep; cutting, removal, and replacement of asphalt and concrete; and removal and restoration of highway road improvements and appurtenances, including but not limited to sound wall, signage, painting and striping, slopes, and drains, except for any damage to those improvements or appurtenances caused by negligent or intentional acts of the Districts or their employees, agents, or contractors.

(c) The Districts' activities within the Highway Right-of-Way for construction, operation, maintenance, inspection, repair, and replacement of the Facilities shall be according to their best practices and standards, and, after reasonable consultation with UDOT, they shall act in good faith to minimize damage to the highway and road improvements situated there.

All notices, requests, demands and other communications between the parties shall be in writing and shall be given by personal delivery or by certified mail, with return receipt requested, to the following addresses or to such other addresses as the parties may designate in writing:

If to Districts, to:

Jordan Valley Water Conservancy District  
Attn: General Manager  
8215 South 1300 West  
West Jordan, Utah 84088

Metropolitan Water District of Salt Lake & Sandy  
Attn: General Manager  
3430 Danish Road,  
Cottonwood Heights, Utah 84093

If to UDOT, to:

Utah Department of Transportation  
Attn: Right-of-way, Fourth Floor  
Box 148420  
4501 South 2700 West  
Salt Lake City, Utah 84114-8420

Notice shall be effective on the date it is received by the other party.

7. Each Party represents that it has the authority to enter into this Agreement.

8. This Agreement may be amended, changed, modified or altered only by an instrument in writing.

9. This Agreement may be executed in counterparts by the Parties.

10. This Agreement shall be governed by the laws of the State of Utah both as to the resolution of claims and disputes. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

11. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.

12. In the event a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is unlawful, that provision shall terminate. If a provision is terminated, but the Parties can legally, commercially, and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

13. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective, successors and assigns. This Agreement may be recorded by either Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly-authorized representatives as of the date first hereinabove written.

Utah Department of Transportation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Jordan Valley Water Conservancy District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Metropolitan Water District of Salt Lake & Sandy

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of the Utah Department of Transportation, a political subdivision of the State of Utah, and that said instrument was signed in behalf of UDOT by authority of its governing body and he acknowledged to me that UDOT executed the same.

\_\_\_\_\_  
Notary Public

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

On the date first above written personally appeared before me \_\_\_\_\_, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Jordan Valley Water Conservancy District, a water conservancy district of the State of Utah, and that the within and foregoing instrument was signed in behalf of said water conservancy district by authority of its governing body, and he acknowledged to me that said water conservancy district executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

\_\_\_\_\_  
Notary Public

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

On the date first above written personally appeared before me \_\_\_\_\_, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of the Metropolitan Water District of Salt Lake & Sandy, a metropolitan water district of the State of Utah, and that the within and foregoing instrument was signed in behalf of said water conservancy district by authority of its governing body, and he acknowledged to me that said water conservancy district executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

\_\_\_\_\_  
Notary Public

EXHIBIT A  
DESCRIPTION OF DISTRICT PROPERTY

EXHIBIT B  
DESCRIPTION OF HIGHWAY RIGHT-OF-WAY