

10160144

WHEN RECORDED MAIL TO:

Jordan Valley Water
Conservancy District
Attn: Lorrie Fox
8215 South 1300 West
P. O. Box 70
West Jordan, UT 84088-0070

10160144

07/11/2007 03:45 PM \$0.00

Book - 9489 Pg - 8020-8026

GARY W. OTT
RECODER, SALT LAKE COUNTY, UTAH
JORDAN VALLEY WATER
CONSERVANCY DISTRICT
8215 S 1300 W
WEST JORDAN UT 84018
BY: KJE, DEPUTY - WI 7 P.

PARCEL ID #33-16-100-003

#33-16-100-008

#33-16-300-026

#33-17-400-001

SPECIAL WARRANTY DEED
JWWTP SITE

CENTRAL UTAH WATER CONSERVANCY DISTRICT, a Water Conservancy District of the State of Utah, organized pursuant to Utah Code Ann. § 17B-2a-1001, with its principal office located at 355 West University Parkway, Orem, Utah, 84058, **GRANTOR**, pursuant to the authority granted by Utah Code Ann. § 17B-1-103(s), and in accordance with the terms and conditions of an Agreement of April 21, 1993, titled *Operation and Maintenance Agreement for the Jordan Valley Water Treatment Plant and Terminal Reservoir* ("Agreement"), hereby conveys and warrants against all who claim by, through, or under **GRANTOR**, to **JORDAN VALLEY WATER CONSERVANCY DISTRICT**, a Water Conservancy District of the State of Utah, organized pursuant to Utah Code Ann. § 17B-2a-1001, with its principal office located at 8215 South 1300 West, West Jordan, Utah, 84088, **an undivided 5/7ths interest**, and to the **METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY**, a Metropolitan Water District of the State of Utah, organized pursuant to Utah Code Ann. § 17B-2a-601, with its principal office located at 3430 East Danish Road, Cottonwood Heights, Utah, 84093, **an undivided 2/7th interest**, collectively **GRANTEEES**, and to those claiming title by, through, or under them, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, as determined by the Board of Trustees of **GRANTOR** to be in the best interests of **GRANTOR** and the public served by all three entities, the receipt and sufficiency of which is hereby acknowledged, the land in Salt Lake County, State of Utah, as described on attached Exhibit 1. The land conveyed by this Deed was surveyed and described in that certain Survey Map recorded in the Salt Lake County Surveyor's Office as Entry No. S2005-12-0829, a copy of which is set forth in attached Exhibit 2.

GRANTEEES have occupied the land described on Exhibit 1 since at least 1989. GRANTOR warrants title against all who claim by, through, or under GRANTOR, except that GRANTOR expressly does not warrant title against claims of GRANTEEES or against claims of persons claiming by, through, or under GRANTEEES against any claims, liens, encroachments, or encumbrances arising as a result of GRANTEEES' use or possession of the premises.

Title is further conveyed expressly subject to all easements, restrictions, patent reservations, mineral reservations, leases, and other encumbrances appearing of public record.

Title is further conveyed subject to a right of way for Welby Canal aka Provo Reservoir Canal, and any facilities appurtenant thereto, including but not limited to, water pipelines and ditches, as the same may be found to intersect the herein described land, together with any rights or asserted rights in and to said canal or pertaining to the use and maintenance of said canal. GRANTOR further excepts any adverse claim based on (i) the assertion that some of the boundaries of the herein described land have been affected by a change in the course of said canal; (ii) the uncertainty of the boundaries of said canal; and, (iii) the assertion that the land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.

Title is further conveyed subject to the following terms and conditions of the Agreement.

“3. JWTP and Terminal Reservoir Conveyance of Title. ...The conveyance shall be made expressly subject to the terms and conditions subsequent of Paragraph 14 below, which shall survive the conveyance of title, and shall be further subject to a right of reversion in both the JWTP and the Terminal Reservoir for use by CUWCD in the event the contingencies set forth in Paragraph 14 below occur. In that event, title to a proportionate undivided interest in the JWTP and the Terminal Reservoir will revert back to CUWCD as provided for in this Agreement.”

“14. CUWCD Contingency. CUWCD will have no operation, maintenance or replacement responsibilities for the JWTP and Terminal Reservoir and will have no duties relating to the actual operation of the JWTP and Terminal Reservoir, unless and in the event that CUWCD is required by a Court, by the State Legislature, or by Congress, or other similar authority, to provide Project Water for municipal and industrial use in an area or areas in Salt Lake County as provided for in Article 7(b) in the Comparable Contracts. In such event, this Agreement will require amendments to provide for the rights, duties, capacity and costs of CUWCD relating thereto.”

The officers who sign this deed hereby certify that this deed and the transfer represented thereby were duly authorized under a resolution duly adopted by the Board of Trustees of the GRANTOR at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the GRANTOR has caused its hand and seal to be hereunto affixed by its duly authorized officers this 20th day of June, 2007.

CENTRAL UTAH WATER
CONSERVANCY DISTRICT

By: Rondal R. McKee
Rondal R. McKee, Chair

ATTEST:

Don A. Christiansen
Don A. Christiansen, Clerk

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

The foregoing instrument was singed before me this 20th day of June, 2007, by Rondal R. McKee and Don A Christiansen, the Chair and Clerk of the Central Utah Water Conservancy District, who acknowledged to me that they executed the same pursuant to a duly adopted resolution of its Board of Trustees authorizing the same.

Betty O. Sealander
Notary Public

SEAL

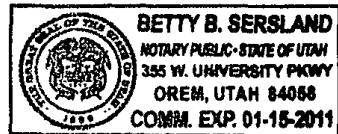


EXHIBIT 1

DESCRIPTION OF LAND

Composite Description:

Beginning at the West Quarter Corner of Section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian;

thence S0°24'58"W 700.00 feet along the Section line;

thence N89°35'02"W 550.00 feet perpendicular to said Section Line;

thence S0°24'58"W 300.00 feet parallel with said Section Line;

thence S89°35'02"E 550.00 feet perpendicular to said Section Line to a point on the west line of said Section 16, said point being S0°24'58"W 1000.00 feet from said West Quarter Corner;

thence S89°35'02"E 50.00 feet;

thence N0°24'58"E 810.92 feet parallel with said Section Line;

thence S56°55'28"E 1764.34 feet;

thence S89°37'12"E 385.02 feet parallel with the South Line of the Northeast Quarter of the Southwest Quarter of said Section 16;

thence S60°37'00"E 348.60 feet to said South Line;

thence S89°37'12"E 419.50 feet along said South Line to the Southeast Corner of the Northeast Quarter of the Southwest Quarter of said Section 16;

thence N0°23'26"E 1322.71 feet along the North-South Center of Section Line to the Center of Said Section 16;

thence N0°23'14"E 212.51 feet along said North-South Center of Section Line to the southwesterly line of the Welby Canal as described in that certain document as Entry No. 7502870, Book 8320, Page 1076 of Official Records;

thence Northwesterly along the southwesterly line of said Welby Canal the following 18 courses:

1. N75°18'26"W 451.17 feet; 2. N70°24'10"W 107.41 feet; 3. N60°50'54"W 106.34 feet; 4. N58°51'19"W 667.79 feet; 5. N64°40'22"W 89.16 feet; 6. N73°39'36"W 68.21 feet; 7. N81°41'00"W 102.04 feet; 8. N72°58'22"W 53.43 feet; 9. N60°25'08"W 53.22 feet; 10. N51°28'20"W 168.83 feet; 11. N46°56'12"W 166.18 feet; 12. N36°42'02"W 106.52 feet; 13. N29°08'34"W 139.55 feet; 14. N34°12'26"W 54.45 feet; 15. N30°57'48"W 473.94 feet; 16. N40°43'16"W 106.85 feet; 17. N46°34'29"W 108.05 feet; 18. N48°34'37"W 366.50 feet to the West Line of Section 16;

thence S0°27'01"W 2143.028 feet along the Section Line (Basis of Bearing) to the point of beginning. Contains 115.9411 acres.

EXHIBIT 2
COPY OF SURVEY MAP

