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GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 METROPOLITAN WATER DIST OF SL
 3430 E DANISH RD
 SANDY UT 84093
 BY: NEH, DEPUTY - MA 18 P.

When Recorded Return to:
 Metropolitan Water District of Salt Lake & Sandy
 Attn: General Manager
 3430 East Danish Road
 Cottonwood Heights, Utah 84093-2139
 Version: 5-14-09

PARCEL NO.: See Exhibit A

ENCROACHMENT AGREEMENT
 (SLA)

THIS ENCROACHMENT AGREEMENT is entered into effective this 6 day of Aug, 2009, between METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY ("District") and UTAH DEPARTMENT OF TRANSPORTATION ("UDOT").

AGREEMENT PURPOSES

District owns and operates the Salt Lake Aqueduct corridor and certain works, facilities, equipment, and improvements located within or on that corridor. District is a subdivision of the State of Utah responsible for transporting and treating public water, and as such the District has regulatory authority to protect, preserve and defend its lands, interests in lands, works, facilities, equipment, improvements and water.

UDOT is engaged in constructing a project identified as F-0190 (8) SR-190 and SR-210; Wasatch Blvd; I-215 to Cottonwood Canyon Traffic Signal Interconnect (Phase I) and UDOT has requested permission for the non-exclusive uses as described herein of that portion of the corridor described below. District is willing to permit the described use of the described corridor, without warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of all warranties, District specifically disclaims any warranty of title, and any warranty regarding the condition or fitness of the property in question for the intended uses by Applicant.

District holds the lands in question in fee or holds an easement for the District's use. This Agreement is intended to document the fact that UDOT's described use of the portion of the District's corridor, also described here, is acceptable to the District and consistent with District regulations. This Agreement grants a non-exclusive right to UDOT to make only the described use of District lands and interests in lands. The District has no authority to grant UDOT any right of use that is valid as against others who have interests in the land in question, and this Agreement does not purport to do so. Nor does this Agreement purport to satisfy any permit, license or regulatory requirement other than District regulations. UDOT is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc. The District has not agreed to provide any assistance to UDOT in understanding or meeting these other requirements.

Notwithstanding anything written in this Agreement, no permission is intended to be given to: 1) damage District equipment, works or facilities; or 2) to introduce any substance into District equipment, works, facilities or water; or 3) to interrupt in any respect the District's service of water.

AGREEMENT TERMS AND CONDITIONS

In consideration of the foregoing purposes the parties agree as follows:

I. UDOT 'S USE OF DISTRICT CORRIDOR.

- (A) Description of UDOT's use of District corridor ("Project"):
Install conduit and fiber optics to manage communications.
- (B) Term:
This Encroachment Agreement shall be effective on the date it is signed by the District and UDOT, and shall continue for a period of twenty five (25) years.
- (C) Location by Stationing:
Approximate SLA Station 1902+70.
- (D) Legal Description of District Lands or Interests in Lands UDOT Will Be Using:
See attached Exhibit A.
- (F) Plans. Drawings. Maps. Plats. etc. Attached and Incorporated Into This Agreement:
See attached Exhibit A.

II. WORK.

(A) UDOT warrants and agrees that no earthwork, construction work or other work performed by or for UDOT on District lands and interests in lands, or close enough to District works, facilities, equipment or operations to materially disrupt District works, facilities, equipment or operations, will take place except as expressly described in plans and specifications approved in writing by the District's authorized representative. Any modifications to such plans and specifications must be approved in writing by an authorized representative of District.

- (B) UDOT warrants that all earthwork, construction work and other work will:
 - (i) strictly comply with plans and specifications approved in writing by District;
 - (ii) be reasonably satisfactory to District;

(iii) meet or exceed all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;

(iv) be performed by skilled, experienced, competent and properly licensed contractors and workers under the direct supervision of a project superintendent reasonably acceptable to District;

(v) be completed with all new, high grade materials which meet or exceed the approved plans and specifications, all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;

(vi) be conducted in a timely, careful, safe, workmanlike and professional manner;

(vii) be conducted so as to reasonably minimize damage to grazing land, crops, or property, and any and all resulting damage will be restored to the reasonable satisfaction of the District;

(viii) be conducted so as to minimize destruction, scarring, or defacing of the natural surroundings on District lands, and any damage resulting from the work will be restored to the reasonable satisfaction of the District; and

(ix) be in all material respects consistent with the District's Construction Standards, copies of which have been made available to the UDOT, and which terms are incorporated into this Agreement as if restated here.

(C) District shall have the right, but no obligation, to inspect the progress of the work or to inspect materials at all times. District may also require inspection or testing by others of any work or materials. District shall have the right to stop work and require correction of any work, or replacement of any materials, which in its judgment does not comply with any term or condition of this Agreement. If, after notice from District that is reasonable under the circumstances, UDOT fails to remove or correct unacceptable work or materials, correction or removal of unacceptable work or materials may be accomplished by the District, except that any work that may adversely impact the fiber optics and conduit shall be performed by a qualified contractor. Neither District nor its contractor(s) shall interrupt any communication service except as reasonable and necessary in an emergency and with the best practicable notice to UDOT.

(D) UDOT shall reimburse District fully for all direct and reasonably related indirect costs incurred by District in removing or correcting unacceptable work or materials within 90 days of receipt of an itemized invoice from District for such costs. District shall have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. District shall have no obligation whatsoever for the safety of workers or others on

or adjacent to the job site. No approval, observation, inspection or review undertaken by District is intended to be for the benefit of UDOT, its contractors, suppliers, subcontractors, or their respective employees. Unless expressly stated in writing, any approval, observation, inspection or review by the District shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications, applicable codes, ordinances or other legal requirements, or generally recognized trade or industry standards or recommendations, or a waiver of any such requirements.

III. MAINTENANCE OF UDOT 'S IMPROVEMENTS.

(A) All of UDOT's communications works and improvements on District lands or interests in lands, or near enough to materially disrupt District works, facilities, equipment or operations, shall be maintained in a condition which:

- (i) is reasonably satisfactory to the District;
- (ii) does not interfere with the ability of the District to use, operate, repair, reconstruct, maintain, improve or modify any District lands, interests in lands, works, improvements, equipment or facilities for District's purposes as those purposes may from time to time change;
- (iii) is reasonably safe and attractive;
- (iv) complies with all applicable codes, ordinances, other legal requirements and generally recognized written trade and industry standards and recommendations; and
- (v) complies with all applicable written policies of the District as those policies may change from time to time.

(B) District may act reasonably to have UDOT's communications works or improvements which are on District lands or interests in lands inspected by qualified professionals for the purpose of reasonably preventing disruption to District works, facilities, equipment or operations. District will notify UDOT at least 14 (Fourteen) days in advance of inspection giving UDOT appropriate time to arrange for inspection costs. UDOT shall fully reimburse District within 30 days of receipt of an itemized invoice for all direct and reasonably related indirect costs incurred by District for any such inspection.

(C) If after reasonable notice from District, UDOT fails to correct any unacceptable condition of any of UDOT's work or Projects on District lands or interests in lands, correction may be accomplished by District, and UDOT shall reimburse District fully for all direct and reasonably related indirect costs incurred in correcting such unacceptable condition within 30 days of receipt of an itemized invoice for such costs.

IV. COSTS ADVANCED.

UDOT agrees to pay the sum of \$1,500.00 to District to cover the direct and reasonably related indirect costs to District for its initial engineering and/or other costs incurred for the review of plans and specifications, preparation of documents, inspection of work and materials, and enforcement or administration of this Agreement. UDOT further agrees to reimburse District for any additional direct and reasonably related indirect costs which District determines to have incurred as a result of additional work with regard to UDOT's undertaking of the Project on District lands or interests in lands and any necessary ongoing inspections, work and/or materials in enforcing the terms of this Agreement.

V. RIGHTS RESERVED.

(A) Any and all rights of the UDOT under the terms of this Agreement shall be subject to and subordinate to any and all rights of the District to enjoy, use, operate, repair, reconstruct, maintain, improve or modify District lands or interests in lands, works, improvements, equipment and/or facilities.

(B) UDOT understands and acknowledges that District's plans for maintenance, repair, replacement and improvement of District lands or interests in lands, works, improvements, equipment or facilities will change from time to time. The District will provide advance notice to UDOT that is reasonable under the circumstances for any work that may have a materially adverse impact on UDOT's communications works and improvements. District may implement electronic notice procedures. UDOT shall be responsible to provide District with current contact information. Such plans may involve alteration or interference with UDOT's use of the subject District lands or interests in lands and/or the Project. UDOT accepts all risks that any or all of UDOT's communications works and improvements installed on District lands or interests in lands may be removed, moved, modified, destroyed or reconstructed at UDOT's sole cost and expense to accommodate the use, operation, maintenance, repair, reconstruction, modification or improvement of District lands or interests in lands, works, improvements, equipment or facilities by District or those acting by authority of District.

(C) Jurisdiction and supervision of District lands or interests in lands, works, improvements, equipment or facilities are not surrendered or subordinated in any regard by this Agreement.

(D) District reserves the right to issue additional licenses or permits for uses of the subject District lands or interests in lands.

(E) District reserves all rights that are or may become reasonable and necessary for District to comply with applicable federal, state and local law and/or their respective contractual obligations as the same may from time to time arise or change.

(F) The District reserves the right to have its officers, Trustees, agents, representatives, employees, contractors, engineers, UDOTs, and permittees enter into or on any

and all District lands or interests in lands, including any of UDOT 's improvements, for purposes of exercising, enforcing and protecting the rights reserved in this Agreement.

(G) The District and its respective officers, Trustees, employees, agents and contractors shall have no liability for any damage to, or interference with UDOT's works or improvements as a result of the exercise by the District of any of its rights under this Agreement.

(H) The District has previously committed to supporting public uses of its corridors where appropriate for non-motorized trails. The District specifically reserves the right to modify this Agreement upon one year's written notice to the extent reasonable and necessary to accommodate non-motorized public trail use of District lands. Upon giving such notice District will take reasonable steps to meet with UDOT to explore means to accommodate public trail uses and UDOT's uses of District lands without termination.

(I) All reservations of rights by the District under this Agreement are in addition to any and all other rights which the District may have by operation of law or otherwise.

VI. CONTRACTORS, INSURANCE, BONDS.

UDOT shall be jointly and severally liable for any fault, error, omission and non-compliance with this Agreement by UDOT or any of UDOT's contractors, employees and subcontractors. UDOT warrants that any and all contractors or other persons performing earthwork, construction work or other work on District lands or interests in lands on behalf of UDOT will provide insurance and bonds in strict and complete compliance with Exhibit B attached for all earth work, construction work or other work performed on District's lands and interests in lands.

The District understands that UDOT is self insured and will be liable for any damage an officer or employee of UDOT may do to the equipment of the District. UDOT will require all contractors to be insured and bonded to cover any damages which their employees, officers of subcontractors may cause. This in no way waives or limits UDOT's claims under the Governmental Immunity Act.

VII. INDEMNITY.

(A) To the extent District is not otherwise completely defended and indemnified by liability insurance, UDOT shall defend, indemnify and hold District, its officers, trustees, employees and agents harmless from any and all claims, demands, liabilities and causes of action, whether or not they are meritorious, which arise in whole or in part, or which third parties claim arise in whole or in part, out of any act or omission of UDOT or UDOT 's employees, agents or contractors, any use of District lands or interests in lands by Application, or any condition of any of UDOT 's improvements.

(B) Notwithstanding any workers' compensation immunity, governmental immunity or any other immunity of UDOT, this obligation of defense and indemnity is intended to be interpreted to the broadest extent allowed by law for the protection of the District and its officers, trustees, employees and agents. This in no way waives UDOT's full protections under the Governmental Immunity Act.

(C) UDOT's obligations of indemnity shall be interpreted as providing true indemnity not simply as a contribution or liability of UDOT or UDOT's employees, agents or contractors for a proportional share of fault. In no event shall any fault of UDOT or UDOT's employees, agents or contractors be reapportioned to District, its officers, Trustees, employees or agents.

VIII. INCREASED COSTS.

(A) UDOT agrees that if the District reasonably determines that the direct or indirect costs reasonably related to District of maintaining, repairing, operating, reconstructing, modifying or improving any District lands or interests in lands, works, improvements, equipment or facilities are increased in whole or in part as a result of UDOT 's use of District lands or interests in lands or the presence of UDOT 's improvements, UDOT shall reimburse the full amount of such increased costs within 30 days of receipt of an itemized invoice.

(B) UDOT agrees that if the District reasonably determines that the direct or reasonably related indirect costs of compliance by the District with any applicable federal, state or local statute, rule, regulation, code or ordinance, or other law is increased because of this Agreement or UDOT 's use of District lands or interests in lands or the presence of UDOT 's improvements, UDOT shall reimburse District for the full amount of such increased costs within 30 days of receipt of an itemized invoice for the same.

IX. UDOT TO DEFEND TITLE.

Upon reasonable notice UDOT shall, as directed by District, defend and hold District harmless from any demand, claim or action which challenges the UDOT 's use of the subject District lands or interests in lands.

X. NON-INTERFERENCE WARRANTY.

(A) UDOT represents, warrants and agrees that under no circumstances shall UDOT 's improvements on, or UDOT 's use of, District lands or interests in lands interfere with, interrupt, or delay the use, operation, maintenance, repair, reconstruction, modification or improvement of any District lands or interests in lands, works, improvements, equipment or facilities or the transportation or treatment of water.

(B) If the District reasonably determines that District has suffered or incurred damages or costs because of interference, interruption or delay in the delivery of water proximately caused by fault of UDOT or its employees or contractors, UDOT shall fully

reimburse District for such damages that occurred to equipment or plant within 90 days of receipt of an itemized invoice for the same.

(C) If after reasonable notice from District, UDOT fails to correct any interference, interruption or delay proximately caused by fault of UDOT or its employees or contractors, correction may be accomplished by the District, or its contractor, and UDOT shall reimburse District fully for all direct and reasonably related indirect costs incurred by it in correcting such interference, interruption or delay within 30 days of receipt of an itemized invoice.

XI. TERMINATION

(A) UDOT's right to use District lands or interests in lands shall expire completely upon the expiration of the term described in Article I above, absent a written extension signed by both parties prior to the expiration of the term.

(B) Either party may, at their sole option, terminate this Agreement upon sixty (60) days written notice to the other party.

(C) District may, at its sole option, terminate this Agreement and UDOT's right to use District lands or interests in lands for nonuse of the subject lands by the UDOT for a period of one year with a 60 day written notice.

(D) Should District reasonably determine that UDOT is in breach of any of the terms and conditions of this Agreement, and if UDOT has not made diligent progress toward correcting that breach in a manner satisfactory to the District, within a time determined by District to be reasonable under the circumstances after UDOT receives written notice reasonably describing the breach and time for correction, then this Agreement may be terminated by District.

(E) The following obligations of UDOT, as described in this Agreement, shall survive any termination of this Agreement:

(i) All of UDOT's obligations to reimburse any costs incurred by the District due to acts or omissions of UDOT or its employees or contractors;

(ii) All of UDOT's obligation to remove UDOT's improvements and make restoration; and

(iii) All of UDOT's obligations to defend and indemnify the District as described in this Agreement.

XII. REMOVAL OF FACILITIES.

(A) The District will determine what portion of UDOT's improvements on District lands or interests in lands will be removed upon termination and set a deadline and

specifications for removal and restoration. Such removal and restoration will be at the sole expense of the UDOT.

(B) If, after reasonable notice from District, UDOT fails to remove improvements or restore lands as directed by the District, removal may be accomplished by the District or its contractor, and UDOT shall reimburse District fully for all of its direct and reasonably related indirect costs incurred for such removal within 30 days of UDOT's receipt of an itemized invoice.

XIII. UDOT 'S RIGHT TO APPEAL.

UDOT will first submit any claim or dispute to the authorized District representative. If the matter is not resolved satisfactorily, UDOT may submit the dispute or claim in concise written form with any supporting documentation to the District's Board of Trustees. If the matter is not resolved satisfactorily the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of that non-binding mediation. If, after and only if these processes are first followed and UDOT's dispute or claim remains unresolved, an action may be brought in the Third Judicial District Court of the State of Utah In and For Salt Lake County. The prevailing party shall be awarded reasonable costs, including engineering and witness costs and fees and reasonable attorney's fees.

XIV. INTERPRETATION.

UDOT's use of District lands was allowed at the request of UDOT, and without obligation by District. Any ambiguity in this Agreement shall be interpreted against UDOT. In the event of conflict between this Agreement and District written rules, regulations or policies, as the same may change from time to time, will be controlled by such District rules, regulations and policies.

XV. PRESUMPTION.

As against the UDOT, any calculation, determination or interpretation made by an authorized representative of the District with respect to this Agreement shall be presumed to be correct, absent clear and convincing evidence the District representative has acted arbitrarily and capriciously.

XVI. SUCCESSORS, ASSIGNS.

UDOT's rights and obligation may not be assigned or transferred without the prior written consent of District, which the District is under no obligation to give. Any bankruptcy filing by UDOT, other purported assignment by operation of law, or appointment of a receiver, shall be grounds for immediate termination of this Agreement. Any attempt to assign without

the prior written consent of District shall be considered null and void and shall be grounds for immediate termination of this Agreement.

XVII. AUTHORITY.

The person(s) signing on behalf of UDOT represents and warrants that they have been duly authorized by resolution of the governing body of UDOT to execute this Agreement on behalf of UDOT.

XVIII. NO WARRANTY.

(A) District makes no warranty or representation, either express or implied, as to the extent or validity of any grant or license contained in this Agreement.

(B) District makes no warranty or representation as to the condition of any District's lands, improvements or facilities, or the fitness or compatibility of any of the same for use as described by UDOT.

XIX. COMPLIANCE WITH APPLICABLE LAWS.

(A) UDOT shall strictly comply with all applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws.

(B) UDOT shall strictly comply with all of District's Regulations for Non-District Use of Salt Lake Aqueduct and Point of the Mountain Aqueduct Rights of Way, as those regulations may change from time to time. Copies of those regulations have been made available to the UDOT, which terms are incorporated into this Agreement as if restated here.

(C) If after reasonable notice from the District, the UDOT fails to bring UDOT's use of District lands or interests in lands into compliance with this Agreement and any applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws, including, but not limited to, District's Regulations for Non-District Use of Salt Lake Aqueduct and Point of the Mountain Aqueduct Rights of Way, District may, at its sole option, effect such compliance and UDOT shall reimburse District fully for all direct and reasonably related indirect costs incurred by District for bringing the Project into compliance within 60 days of receipt of an itemized invoice.

XX. NOTICES.

Any notice required by this Agreement shall be deemed given when mailed or delivered to:

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

UDOT Traffic Management Division
Attn: Dave Kinnecom, UDOT Traffic Management Engineer
2060 South 2760 West
Salt Lake City, Utah 84104-4592

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

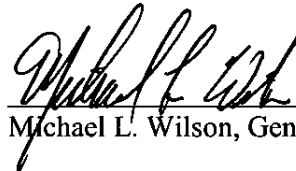
XXI. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with regard to this Project. This Agreement does not purport to set out the terms of, nor to supersede, prior negotiations, discussions or agreements between UDOT and the District, with the exception of setting out the standards set forth in Article IX concerning UDOT's acquisition of easements for the District, which easement acquisitions were considered in the original agreement between the parties for relocation of the SLA by UDOT, but which were not completed at that time. This encroachment agreement cannot be altered except through a written instrument signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

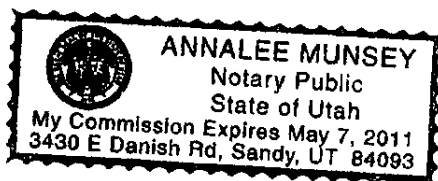
DISTRICT:

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY


Michael L. Wilson, General Manager

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

On the 10 day of August, 2009, personally appeared before me Michael L. Wilson, and having been first duly sworn by me acknowledged that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that he was duly authorized by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy to execute the above Encroachment Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that he executed the above Encroachment Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.




NOTARY PUBLIC

UDOT:

UDOT TRAFFIC MANAGEMENT DIVISION


Bryan Chamberlain, UDOT ITS Program Manager

Approved as to Form and Compatibility
With the laws of the State of Utah


Andrew Cushing, Assistant Attorney General

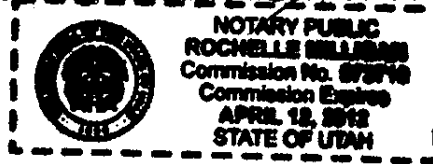
STATE OF UTAH

)

: ss.

COUNTY OF SALT LAKE

)



On the 4 day of Aug, 2009, personally appeared before me Bryan Chamberlain, and having first been duly sworn by me acknowledged that he is the UDOT ITS Program Manager, and that he is duly authorized in his capacity as ITS Program Manager, to execute the above Encroachment Agreement for and on behalf of Utah Department of Transportation, and that he executed the above Encroachment Agreement on behalf of Utah Department of Transportation.


NOTARY PUBLIC

**Exhibit A
Drawings**

PROJECT		ATMS PLAN SHEETS	
PROJECT NO.		F-0190 (8)	
PROJECT NAME		TRAMPING BRIDGE IMPROVEMENT PHASE 3	
PROJECT LOCATION		SR-190 & BR-210 WASHOON BLVD. 1416 TO COOTMANWOOD CYN.	
APPROVED			
PROFESSIONAL ENGINEER		DATE	
4/27/08			
CHECKED BY		DATE	
DESIGNED BY		DATE	
NO.		DATE	
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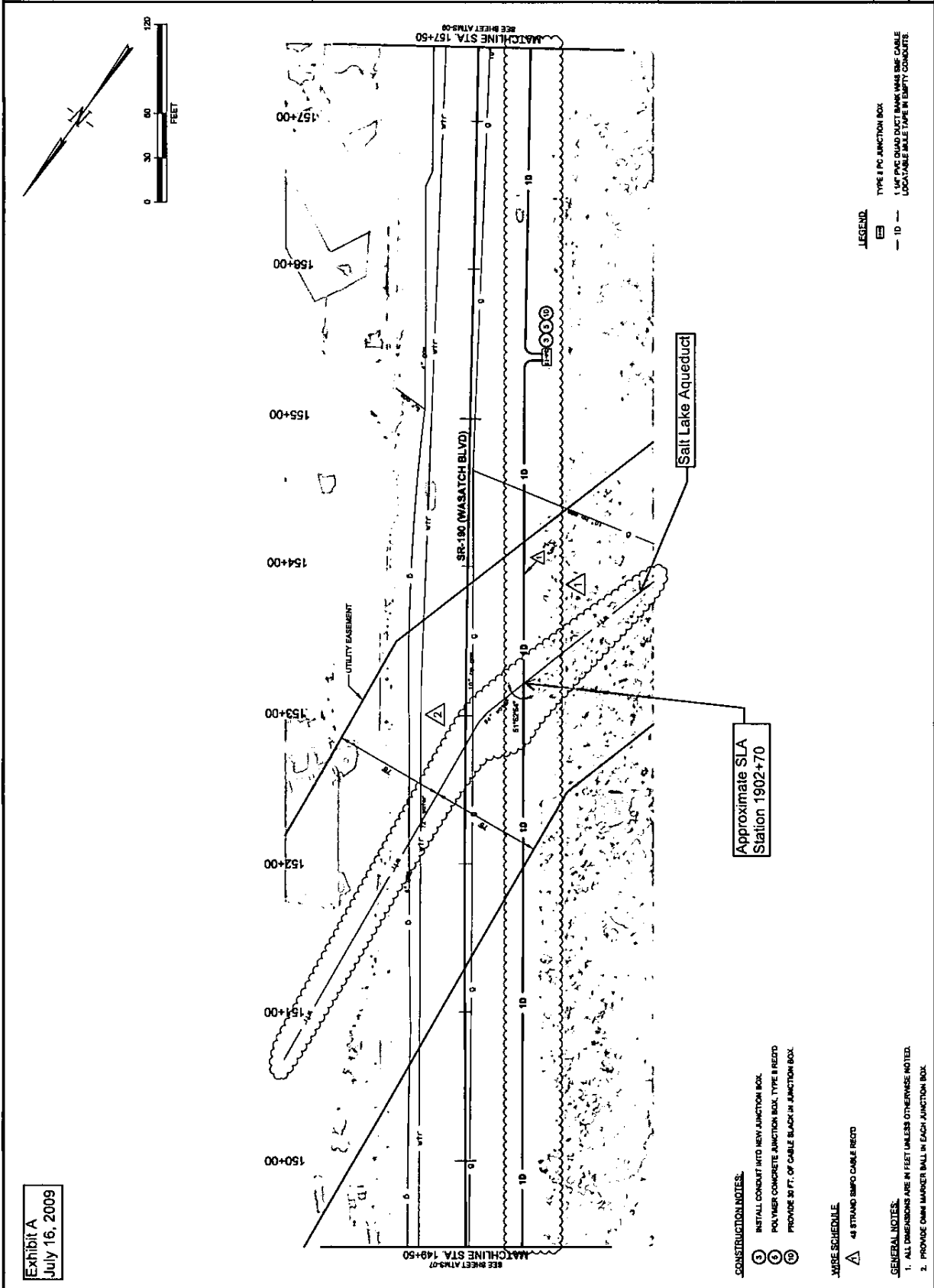


Exhibit A
July 16, 2009

- CONSTRUCTION NOTES:**
- INSTALL CONDUIT INTO NEW JUNCTION BOX.
 - POLYMER CONCRETE JUNCTION BOX, TYPE B RECTO.
 - PROVIDE 30 FT. OF CABLE BLACK IN JUNCTION BOX.
- WIRE SCHEDULE:**
- 48 STRAND 3/8" CABLE RECTO
- GENERAL NOTES:**
- ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 - PROVIDE 6MM MARKER BALL IN EACH JUNCTION BOX.

Legal Description for District Easement across Wasatch Blvd in Salt Lake County, Utah, which is affected by the placement of UDOT's fiber optic line.

Tract 441, 442, 443

A strip of land in the East Half of the Southeast Quarter (E½SE¼) of Section Twenty-three (23), Township Two (2) South, Range One (1) East, Salt Lake Base and Meridian, One Hundred Fifty (150.0) feet wide and included between two lines extended to the property lines and everywhere distant Seventy-five (75.0) feet on the right or Easterly side and Seventy-five (75.0) feet on the left or Westerly side of that portion of the following described center line of what is known as the Salt Lake Aqueduct from Station 1898+49.0 to Station 1906+50.0 measured at right angles and/or radially thereto, and One Hundred Eighty-five feet wide and included between two lines extended to the property lines and everywhere distant Eighty-five (85.0) feet on the right or Easterly side and One Hundred (100.) feet on the left or Westerly side of that portion of said Aqueduct center line from Station 1906+50.0 to Station 1911+23.0 measured at right angles and/or radially thereto. Said center line is more particularly described as follows:

Beginning at Station 1898+49.0, a point on the South line of the Grantor's property, from which point the East Quarter (E¼) corner of said Section 23 lies North Twenty-one Hundred Twenty-four and One-tenth (2,124.1) feet, more or less, and East Six Hundred Twenty-six and One-tenth (626.1) feet, more or less, and running thence North 16°26'30" East Four Hundred Forty-five and Three-tenths (445.3) feet; thence along a regular curve to the left with a radius of Thirty (30.0) feet and a distance of Eleven and Two-tenths (11.2) feet measured on the arc of the curve; thence North 5°01'30" West Four Hundred Ninety-two and One-tenth (492.1) feet; thence along a regular curve to the right with a radius of Four Hundred (400.0) feet and a distance of Ninety-nine and Four-tenths (99.4) feet measured on the arc of the curve to Station 1908+97.0 Back which equals Station 1909+23.3 Ahead; thence North 9°12'30" East One Hundred Ninety-nine and Seven-tenths (199.7) feet, more or less, to Station 1911+23.0 of said Aqueduct center line, a point on the North line of the Grantor's property, from which point the East Quarter (E¼) corner of said Section 23 lies North Nine Hundred One and Six-tenths (901.6) feet, more or less, and East Five Hundred Seven and Two-tenths (507.2) feet, more or less, containing 4.67 acres, more or less.

The total area of the above described parcels of land being 6.05 acres, more or less.

Exhibit B
Insurance Requirements

"EXHIBIT B"

INSURANCE AND BOND REQUIREMENTS FOR PARTIES ENTERING INTO ENCROACHMENT AGREEMENTS WITH METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

A. MINIMUM LIMITS OF INSURANCE

Applicant and all of Applicant's contractors and all subcontractors of Applicant's contractors shall maintain limits no less than:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence, personal injury and property damage, \$2,000,000.0 Aggregate, Broad Form Commercial General Liability, (ISO 1993 or better), to include Products - Comp/OP, aggregate of 2,000,000, limits to apply to this project individually.
2. **PROFESSIONAL LIABILITY:** \$1,000,000 per occurrence, \$2,000,000 aggregate.
3. **AUTOMOBILE LIABILITY:** \$1,000,000 per occurrence, "Any Auto" coverage required.
4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' compensation statutory limits as required by the Workers Compensation Act of the State of Utah. Employers Liability limits of \$1,000,000 per occurrence.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects the District, its trustees, officers, and employees; or the Applicant may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. PERFORMANCE AND PAYMENT BONDS

All persons and entities performing any work on District rights of way will provide performance and payment bonds for the full sum of their contracts, naming the District as co-obligee.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. General Liability and Automobile Liability Coverages

A. District, its trustees, officers, and employees are to be covered as additional insureds as respects: liability arising out of, connected with, or relating to, any activities conducted on District rights of way. The coverage shall contain no special limitations on the scope of protection afforded to District, its trustees, officers, and employees.

B. The insurance coverage of Applicant, Applicant's contractors and subcontractors, shall be a primary insurance as respects to District, its trustees, officers, and employees. Any insurance or self-insurance maintained by District, its trustees, officers, and employees shall be in excess of the Applicant's insurance and shall not contribute with it.

C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its trustees, officers, and employees.

II. All Coverages

Each insurance policy required here shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the authorized representative of the District.

F. VERIFICATION OF COVERAGE

Applicant and all of Applicant's contractors and all subcontractors of Applicant's contractors shall furnish District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. APPLICANT STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS

Applicant shall see that each of Applicant's contractors, and each of their subcontractors, complies with these insurance requirements, and Applicant shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.