

When Recorded Return To:
 Utah Department of Transportation
 Right-of-Way, Fourth Floor
 Box 148420
 Salt Lake City, Utah 84114-8420

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 3/16/2011 8:12:00 AM \$18.00
 Book - 9911 Pg - 7315-7319
 Gary W. Ott
 Recorder, Salt Lake County, UT
 FIRST AMERICAN TITLE
 BY: eCASH, DEPUTY - EF 5 P.

Affecting Tax ID Nos: 16-35-481-002 & 16-35-481-003 Parcel Nos: 215-9:5:T and 215-9:5:2TAQ
 Ref. Project No. IR-215-9(83)4

RIGHT OF WAY AGREEMENT

(Between Wasatch Boulevard and I-215 at approx. 4100 South - Salt Lake County)

This Right of Way Agreement ("Agreement") is entered effective this 2nd day of March, 2011, by and between the UTAH DEPARTMENT OF TRANSPORTATION (UDOT) and the METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY (MWDSLS).

BACKGROUND AND PURPOSES

UDOT and MWDSLS own adjoining parcels located at approximately 4100 South in Salt Lake County, between Wasatch Boulevard and I-215. The adjoining parcels are described and depicted on Exhibit A attached. The MWDSLS parcel contains the Salt Lake Aqueduct (SLA), a mostly 69 inch inside diameter finished water pipe that is essential public infrastructure. The MWDSLS parcel also includes an access point to the SLA called an IOB structure, and associated equipment, used periodically for cleaning, inspection, operation, maintenance and repair of the SLA. MWDSLS has asked for a right of way across the UDOT parcel for access to the SLA, including occasional access with long, boom-equipped trucks and other equipment that requires a path not less than twenty-five (25) feet wide, with a turning radius of not less than forty (40) feet. UDOT may sell its parcel and is interested in providing MWDSLS a right of way that may be reasonably modified by UDOT or its successor, after consultation with the MWDSLS, to accommodate development of the UDOT parcel. This Agreement is intended to memorialize the understanding of the Parties regarding the right of way.

AGREEMENT

In consideration of the covenants described here, the Parties agree as follows:

UDOT hereby grants to MWDSLS and its agents and contractors a perpetual, non-exclusive right of reasonable ingress and egress on, over and across the UDOT Parcel from the point where Apollo Drive, if extended, would cross Wasatch Blvd onto the UDOT parcel, to the MWDSLS parcel. After consulting with MWDSLS, UDOT or its successor may reasonably designate a reasonable and practicable alternative entry point and a more precise route that is at least twenty-five feet (25') wide with no radius less than forty (40) feet. MWDSLS will reasonably cooperate with the location of the right of way to facilitate the development of the UDOT parcel. MWDSLS will remain responsible for all applicable approvals such as curb cut permits, etc., and any traffic control improvements relating to the right of way and access. This Agreement may be recorded. The rights and obligations of UDOT run with the UDOT Parcel. The rights and obligations of MWDSLS run with the MWDSLS Parcel.

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

Executed this 2nd day of March, 2011.

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

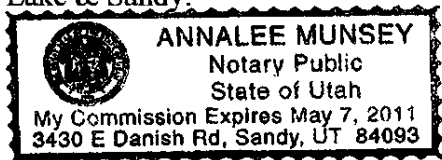
UTAH DEPARTMENT OF
TRANSPORTATION

Michael L. Wilson, General Manager

Lyle D. McMillan, Director, Right of Way

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

On the 13 day of January, 2011, personally appeared before me Michael L. Wilson, who being by me duly sworn, did say that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, and he further acknowledged to me that the foregoing Right Of Way Agreement was signed by him on behalf of said Metropolitan Water District of Salt Lake & Sandy.



NOTARY PUBLIC

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

On the 2nd day of March, 2011, personally appeared before me Lyle D. McMillan, who being by me duly sworn, did say that he is the Director, Right of Way, and he further acknowledged to me that the foregoing Right Of Way Agreement was signed by him on behalf of said Utah Department of Transportation.



NOTARY PUBLIC

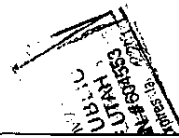
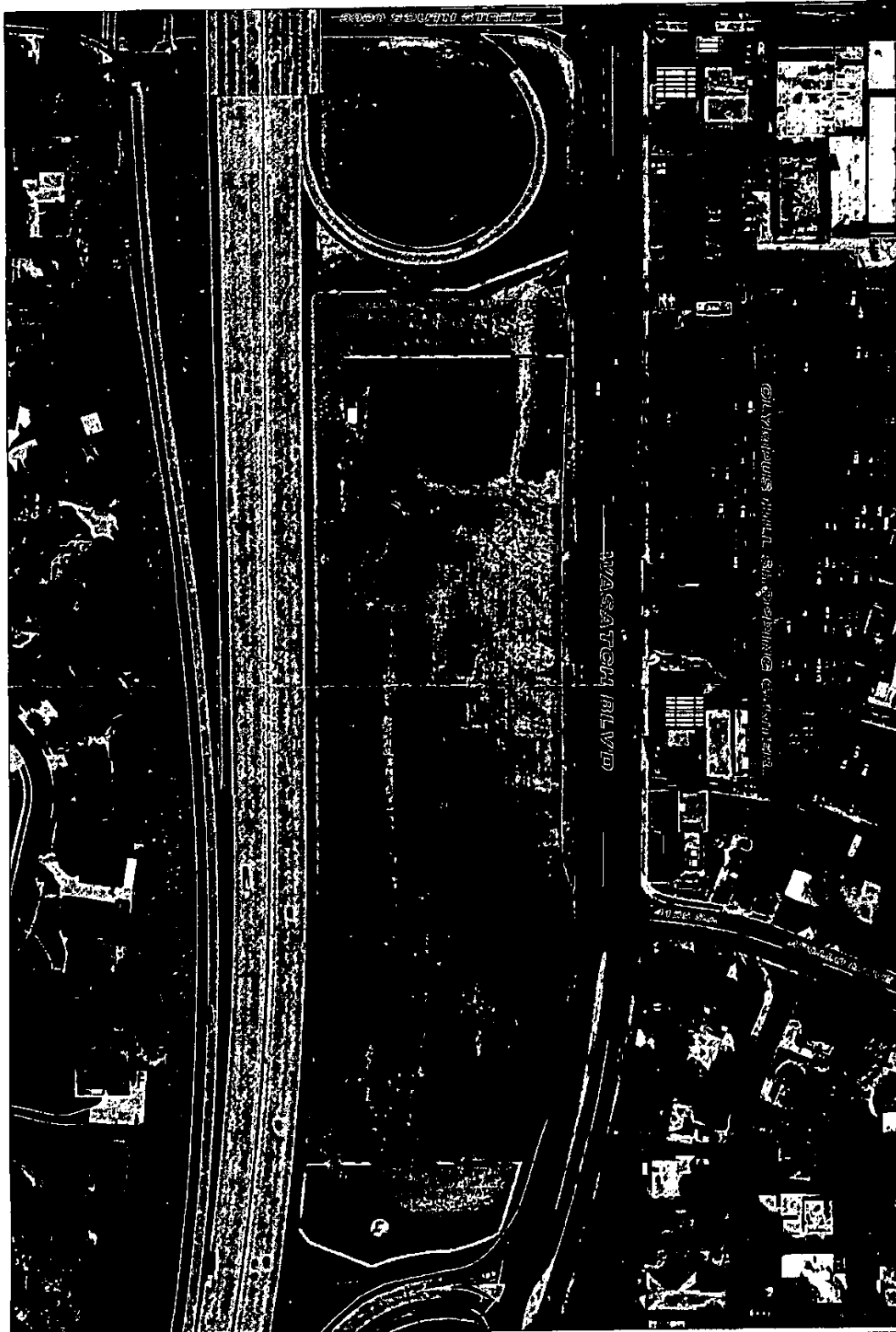


EXHIBIT A
[LEGAL DESCRIPTIONS AND DIAGRAM]

PROPOSED PROPERTY TRADE
UDOT and S.L. METRO. WATER



SALT LAKE COUNTY	PROPOSED		UTAH DEPARTMENT OF TRANSPORTATION									
	PROPERTY TRADE		REGION 2 SALT LAKE CITY, UTAH									
	METRO. WATER DIST. OF SLC		RIGHT-OF-WAY DESIGN									
	PROJECT NO. 1R-215-9(83)4		DATE	DESIGN	DRAWN	CHECK	BY	DATE	DATE	REVISION	DATE	REVISION
		DATE	DESIGN	DRAWN	CHECK	BY	DATE	DATE	REVISION	DATE	REVISION	
		DATE	DESIGN	DRAWN	CHECK	BY	DATE	DATE	REVISION	DATE	REVISION	
		DATE	DESIGN	DRAWN	CHECK	BY	DATE	DATE	REVISION	DATE	REVISION	

Legal Description

A parcel of land in fee for a freeway known as Project No. 215-9, being all of an entire tract of property in the SE1/4 of Section 35, T. 1 S., R. 1 E., S.L.B. 84. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the westerly right of way line of Wasatch Boulevard and the north line of said SE1/4, which point is 50 ft. west from the northeast corner of said SE1/4; thence West 306 ft., more or less, to the northwest corner of said entire tract; thence S. 0°00'00" W. 013 ft., more or less, along the easterly right of way line of I-215 to a point of tangency with a 3883.72-foot radius curve to the right; thence southerly 470.8 ft. along said easterly right of way line along the arc of said curve; thence S. 34°28'44" E. 85.09 ft.; thence easterly 193.24 ft. along the arc of a 220.82 ft. curve to the right to said westerly right of way line of Wasatch Boulevard (Note: Tangent to said curve at its point of beginning bears N. 55°31' E.); thence northerly 500.57 ft. along said westerly right of way line along the arc of an 1859.88-foot radius curve to the left. (Note: Tangent to said curve at its point of beginning bears N. 18°38'44" E.); thence N. 0°27'08" E. 539.01 ft., more or less, along said westerly right of way 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 7.477 acres, more or less.