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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: KLD, DEPUTY - MA 31 P.

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

Application No.: S-09-1078

31

PARCEL NOS.: 2827000002, 2827251013, 2827251014, 2827251015, 2827326006,
2827352024, 2827352026, 2827352027, 2827352028, 2827352032,
2827376001, 2833276015, 2833276016, 2833400007, 2833400008,
2833400016, 2834100004, 3403300001, 3404200027, 3404400038,
3404478016

COOPERATION AGREEMENT (Corner Canyon Park and SLA Access Road)

THIS COOPERATION AGREEMENT ("Agreement") is entered into effective this 28 day of AUGUST, 2012, between METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY ("District") and DRAPER CITY ("City").

AGREEMENT PURPOSES

City is the owner of what is commonly known as the Corner Canyon Regional Park ("Park.") City operates the Park for the benefit of the public in cooperation with Salt Lake County. District is the fee owner of two parcels of property near to the Park in the Corner Canyon area. Those properties are referred to by their Bureau of Reclamation designation of Tracts 349A and 349B (collectively Tracts 349) and are more particularly described in Exhibit A. The District owns and operates the Salt Lake Aqueduct (SLA) and SLA corridor, which are used to transport public drinking water.

City has requested permission for non-exclusive use of Tract 349 and District has requested that it be allowed to use a dirt road crossing City property to access the SLA. Tract 349, SLA, Park and the access roadway are depicted in Exhibits A, B and D.

The parties enter into this Agreement to document the terms of each party's respective use of the other's property.

Notwithstanding anything written in this Agreement, no permission is intended to be given to: 1) adversely impact in any respect District improvements; or 2) introduce any substance into District improvements or water; or 3) adversely impact in any respect District's operations.

AGREEMENT TERMS AND CONDITIONS

Based on the foregoing purposes, the parties agree as follows:

I. NO WARRANTY. Each party is willing to permit the other to use their respective property as described in this Agreement without representation or warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of **all** warranties, each party specifically disclaims any representation or warranty of title, and any representation or warranty regarding the condition or fitness of its property for the intended use by the other. Neither party has authority to grant the other any right of use that is valid as against third parties who may have title interests in the lands in question, and this Agreement does not purport to do so. Each party is solely responsible to obtain and maintain all required agreements, permits, licenses, etc., including any necessary planning or zoning approvals that may be required, for their planned use of the other party's lands. Neither party is obligated to give, nor have they agreed to provide, any assistance to the other in understanding or meeting these other requirements.

II. NON-EXCLUSIVE USE. Each party grants to the other a non-exclusive right to use the lands described herein for the purposes stated.

III. CITY'S USE OF SLA CORRIDOR AND DISTRICT LANDS AND DISTRICT USE OF CITY LANDS.

(A) City's Use of SLA Corridor and District Lands: City will operate and maintain public, non-motorized trails, limited to currently existing trails and associated signs and facilities, across those portions of the SLA corridor crossing the Park, which corridor area is described in Exhibit C, as well as within the Tract 349 lands described in Exhibit A.

City shall be responsible for the development, construction, maintenance, inspection and administration of the existing trails as of the date of this Agreement in a manner determined by City and reasonably approved by District. City shall also be responsible for preventing the creation or development of any new trails by public use or otherwise. City shall promptly act to prevent further use of such new trails should they appear. Prevention methods shall be as reasonably approved by the District.

For each consecutive five year period City shall submit to District a five-year plan addressing City's management of the existing trail system, including trash, security (to include regular police patrols and emergency response), signs, etc. The plan shall include a map that clearly marks existing trails, signs, and amenities.

To the extent that any portion of the SLA corridor to be used by the City is held by the District in easement, rather than in fee, City assumes the responsibility to acquire any additional rights necessary for lawful use of the corridor and public trail.

City shall receive written approval from District prior to the construction of any new trails or the improvement of existing trails. Requests shall be made in writing and include

proposed changes to the five-year plan that addresses City's management of the trail, including trash, security, trail signs, etc.

Trails, roads and other improvements must safely and efficiently accommodate the maintenance vehicles of District.

Maintenance of trails including, but not limited to, debris and trash removal, existing trail markers, surface drainage, and police and curfew enforcement shall be the sole responsibility of City. Existing gravity drainage of the SLA corridor and District lands must be maintained at all times. All improvements not specifically described in this document must be approved by District in writing prior to construction.

In the event of emergency, correction of unauthorized City or public uses of District property will be accomplished by the District or appropriately skilled and licensed contractor(s), and the costs will be invoiced to the City. In the event of non-emergency work, District shall notify the City in writing of any issues related to unauthorized City or public use of District property. Within thirty (30) days of the date of such notice, the City shall undertake to make the necessary corrections, subject to the review and approval of the District, the City will be responsible for any costs associated with such correction work.

Water quality protection and non-interference with the efficient and safe care, operation, maintenance, use, inspection, repair, replacement and improvement of the SLA are of primary importance. Public use of City's improvements is secondary.

(B) Description of District's Use of City Access Road. District shall have the non-exclusive right of use of the existing access road depicted on Exhibit B for purposes of ingress and egress to allow District access to the SLA corridor. City shall have no responsibility for the ongoing maintenance of the access road. At District's sole option District may reasonably grade and gravel the access road to accommodate District uses. Any other widening of or improvements to the road will require prior written approval from City and Salt Lake County, as the county holds a conservation easement on the property.

(C) Term. The term of this Agreement shall be twenty-five (25) years. At least six months prior to the expiration of the term of this Agreement, the parties will discuss in good faith whether a new or renewed cooperation agreement may be in their respective interests. As used in this provision "good faith" means only that both parties will meet at reasonable times, with a view toward reaching a consensus and does not impose an obligation to act on either party in such a way that may then be contrary to that party's own best interests as seen by that party.

(D) Location by Stationing. For purposes of District records, the approximate SLA Stations involved in this Agreement are: 1333+90.2 to 1531+88.4.

(E) Plans, Drawings, Maps, Plats, etc. City anticipates making and maintaining the improvements to the trails on District lands that are depicted on Exhibit D.

IV. REIMBURSEMENT OF COSTS. In the event that either party is required to reimburse the other for applicable costs under this agreement, such reimbursement is due within thirty (30) days of receipt of an itemized invoice for such costs.

V. WORK ON DISTRICT LANDS.

(A) City warrants and agrees that no earthwork, construction work or other work performed by or for City on the SLA corridor or District lands, or close enough to the SLA corridor or District lands to present risk to District improvements or operations will take place except as expressly described in plans and specifications approved in writing by District. Any modifications to such plans and specifications must be approved in writing by District.

(B) City warrants that all earthwork, construction work and other work will:

(i) strictly comply with plans and specifications approved in writing by District;

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

(iii) be performed by skilled, experienced, competent and properly licensed contractors and workers (volunteers may be used for general trail maintenance if under the direct supervision of City's staff);

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

(v) be conducted so as not to damage District improvements;

(vi) be consistent with *District Standard Specifications*, as they may from time to time change. *District Standard Specifications* are available to City for review, and are incorporated herein by reference.

(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 reasonably 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 reasonable judgment does not comply with any term or condition of this Agreement. If, after notice from District which is reasonable under the circumstances, City fails to remove or correct unacceptable work or materials, correction or removal of unacceptable work or materials may be accomplished by District, or its contractor, and City shall reimburse District as described in Article II. 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 City, its contractors, suppliers, subcontractors, or

their respective employees. Unless expressly stated in writing, any approval, observation, inspection or review by District shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications or this Agreement.

VI. MAINTENANCE OF CITY IMPROVEMENTS.

(A) All of City's improvements on the SLA corridor and District lands, or close enough to the SLA corridor or District lands to present risk to District improvements or operations, shall be maintained in a condition which:

- (i) is reasonably satisfactory to District;
- (ii) does not interfere with the ability of District to use, operate, repair, reconstruct, maintain, improve or modify the SLA, SLA corridor or any District improvements 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, as well as generally recognized written trade and industry standards and recommendations; and
- (v) complies with all applicable written regulations and policies of District including, but not limited to, *District Policies and Procedures* and *District Standard Specifications* as those policies may change from time to time.

(B) District may from time to time and as is reasonable have any or all of City's improvements which are on the SLA corridor inspected by qualified professionals. City shall reimburse District as described in Section IV above.

(C) If after notice from District that is reasonable under the circumstances, City fails to correct any unacceptable condition of any of City's improvements on the SLA corridor or District lands, or close enough to the SLA corridor or District lands to present risk to District improvements or operations, correction may be accomplished by District, and City shall reimburse District as described in Article IV above.

(D) City shall be solely responsible for providing a reasonably safe trail surface, with all reasonable and necessary guarding and signs, and all related facilities reasonable and necessary for public trail uses. City shall be solely responsible for reasonable inspection of these facilities to see they remain reasonably safe for public use. City shall be solely responsible for any and all reasonable and necessary instructions and warnings. City specifically acknowledges that District shall be entitled to all immunities and protections described in the Landowner Liability Act, Utah Code Ann. § 57-14-1, *et seq.* If and as reasonably directed by District, City will promptly repair and restore any water conveyance facilities damaged or displaced by City or the public in the course of the use, operation, maintenance, repair and replacement of trail facilities and related facilities. To the extent such

work is performed by or for District, City shall reimburse District as described in Article IV above.

(E) City and its contractors shall perform all work within the SLA corridor and on District lands in accordance with drawings and specifications that have been approved by District. City shall not commence with construction of additional improvements until City has obtained written approval of plans and specifications from the District. City will not modify SLA structures during construction or repair work. District access to District lands, interests in lands, structures and appurtenances must be maintained at all times.

(F) City shall comply with all applicable state, federal and local laws, ordinances, rules, and regulations applicable to City and the public's use of the SLA corridor and District lands. City will timely make any improvements necessary to meet changing state, federal or local laws, ordinances, rules, or regulations. Such improvements will first be approved by District in writing.

VII. COSTS ADVANCED.

Each party shall bear their own costs associated with the review and execution of this Agreement. Expenses related to the administration, inspection and maintenance of City uses of District lands, and any additional necessary capital expenditures and necessary capital repairs shall be paid by City. City shall periodically inspect and maintain improvements to District property. The District may bring defects in City's improvements or in City's access roadway to City's attention for timely correction.

VIII. DISTRICT RIGHTS RESERVED.

(A) Any and all rights of City and public to use District lands under the terms of this Agreement shall be limited by, subject to, and subordinate to, any and all rights of District and District Trustees, employees, agents, and permittees to enjoy, manage, supervise, use, operate, occupy, enter, exit, inspect, repair, maintain, replace, improve or modify the SLA corridor, District lands, and any District improvements or operations. To the extent City's use of the SLA corridor or District lands increases the cost of District's exercise of its rights, City may be required to reimburse the District as described in Section IV above.

(B) District will make reasonable efforts to provide reasonable advance notice to City of any work District reasonably recognizes as materially adverse to City's authorized use of the SLA corridor and District lands. District may implement electronic notice procedures. City will be responsible to timely provide District with current contact information. City accepts all risks that any or all of City's improvements installed on the SLA corridor or District lands may be modified, destroyed or reconstructed at City's sole cost and expense to accommodate District's exercise of District rights to use the SLA corridor and District lands. This provision is not intended to provide District with new or additional property rights to use the SLA corridor or District lands.

(C) District reserves the right to close sections of the corridor for the purpose of construction work that may be hazardous to the general public. District will determine when work is to be considered hazardous. District will determine the duration of closings. This will necessitate enforcement assistance for violators of warnings associated with trail closings within the corridor.

(D) District reserves the right to issue additional licenses or permits for uses of the SLA corridor or District lands. District will not provide a conflicting license without a finding that doing so is necessary for public purposes after reasonable efforts to notify the City. District will make reasonable efforts to provide advance notice that is reasonable under the circumstances to City of additional licenses that District reasonably recognizes may be temporarily or permanently disruptive to City's authorized use of the SLA corridor or District lands. District may implement electronic notice procedures. It is acknowledged that District claims no right to grant permission for uses of the SLA corridor except as to District's interests in the SLA corridor and District lands. For example, where District holds only an easement for the SLA, District could not grant permission for uses by others that would be effective as to the fee title holder. This provision is not intended to provide District with new or additional property rights for licensing third party uses of the SLA corridor or District lands.

(E) District and its officers, Trustees, employees and contractors shall have no liability for any damage to, or interference with City's works or improvements as a result of the exercise by District of any of its rights on District lands or interests in lands.

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

IX. CITY RIGHTS RESERVED.

(A) Any and all rights of District to use the access roadway under the terms of this Agreement shall be limited by, subject to, and subordinate to, any and all rights of City, its employees, agents, and permittees to enjoy, manage, supervise, use, enter, exit, inspect, repair, maintain, replace, improve or modify the access roadway.

(B) City will make reasonable efforts to provide reasonable advance notice to District of any work City reasonably recognizes as materially adverse to District's authorized use of the access roadway. City may implement electronic notice procedures. District will be responsible to timely provide City with current contact information.

(C) City reserves the right to close sections of the access roadway for the purpose of construction or maintenance work. City recognizes, however, that it is in the best interests of the public that District have access to the SLA corridor at all times.

(D) City reserves the right to issue additional licenses or permits for use of the access roadway by others.

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

X. CITY CONTRACTORS, INSURANCE, BONDS.

(A) City shall be jointly and severally liable for any act, fault, error, omission or non-compliance with this Agreement by City or any of City's contractors, employees or subcontractors. City warrants that all persons or entities performing earthwork or construction work on the SLA corridor or District lands on behalf of City will provide insurance and bonds in strict compliance with Exhibit E attached hereto and incorporated herein.

(B) City shall, at City's sole expense, acquire and maintain a Broad Form Commercial General Liability policy of insurance as otherwise described described in Exhibit E attached. From time to time District may increase the requirement for liability limits by providing reasonable written notice to City of such a change.

(C) District will cause City and its employees and officers to be listed on District's General Liability policy as an additional insured for claims arising out of District's use of the City access road. Such insurance shall be primary to any other coverage available to City.

XI. DEFENSE, INDEMNITY.

City shall defend, indemnify and hold District and its officers, trustees and employees harmless, including costs and attorneys' fees, from any claim, demand, action or cause of action: (i) alleging that District was at fault in allowing City or public use of the SLA corridor or District lands ; or (ii) alleging that District was at fault in failing to supervise, inspect, direct, instruct, warn or otherwise manage or control City or public's use of the SLA corridor or District lands, or (iii) challenging in any manner City or public's use of the SLA corridor or District lands. This defense and indemnity obligation is not intended to hold District or its officers, trustees, or employees harmless from any claim that is not derivative of City or public use of the SLA corridor or District lands. In no event shall any fault of City or City's employees or contractors be reapportioned to District, its officers, trustees or employees. City shall indemnify and hold District and its officers, trustees and employees harmless from any such reapportionment of fault. The described duty to defend and indemnify is not intended to run to the benefit of any District liability insurer to the extent such insurer would be responsible for defense costs or indemnity beyond District's deductible or self insured retention.

District shall defend, indemnify and hold City, and its agents and employees harmless, including costs and attorneys' fees, from any claim, demand, action or cause of action: (i) alleging that City was at fault in allowing District use of the access roadway; or (ii) alleging that City was at fault in failing to supervise, inspect, direct, instruct, warn or otherwise manage or control District's of the access roadway; or (iii) challenging in any manner District's use of the access roadway. This defense and indemnity obligation is not intended to hold City or its agents or employees harmless from any claim that is not derivative of District's use of the access roadway. In no event shall any fault of District or District's employees or contractors be reapportioned to City, its agents or employees. District shall indemnify and hold City and its

agents and employees harmless from any such reapportionment of fault. The described duty to defend and indemnify is not intended to run to the benefit of any City liability insurer to the extent such insurer would be responsible for defense costs or indemnity beyond City's deductible or self insured retention.

XII. TERMINATION.

(A) The parties respective rights under this Agreement shall expire completely upon the expiration of the term described in Section III(C) above, absent a new agreement or written extension signed by both parties.

(B) Either party may, at their sole option, terminate this Agreement upon ninety (90) days written notice to the other party.

(C) Should either party reasonably determine the other is in breach of any of the terms and conditions of this Agreement, and if the breaching party has not made diligent progress toward correcting that breach within a reasonable period of time set by the other party via written notice describing the breach and the period of time for correction, then this Agreement may be terminated by the non-breaching party.

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

(i) All obligations to reimburse the other party for reasonable costs incurred;

(ii) All of City's obligations to remove City's improvements and make restoration to District lands;

(iii) All obligations to defend and indemnify the other party as described in this Agreement; and

(iv) All provisions regarding remedies, and limitations of warranties or representations.

(E) Notwithstanding termination, City or public use of the SLA corridor or District lands following termination shall not be considered adverse and shall not cause any adverse possessory right or prescriptive right of City or the public to begin to accrue. Likewise, District use of the access roadway shall not be considered adverse and shall not cause any adverse possessory right or prescriptive right of District to begin to accrue.

XIII. REMOVAL OF FACILITIES.

(A) District will reasonably determine what portion of City's improvements on the SLA corridor or District lands will be removed upon termination of this Agreement and set a

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

(B) If, after reasonable notice from District, City fails to remove improvements or restore lands as directed by District, removal may be accomplished by District or its contractor, and City shall reimburse District as described in Article IV above.

XIV. REMEDIES.

Any claim or dispute shall be submitted to the other party's authorized representative. In the event of a City claim or dispute, if the matter is not resolved satisfactorily, City may submit the dispute or claim in concise written form with any supporting documentation to District's Board of Trustees, or to a committee assigned by the Board of Trustees to hear the matter. In the event of a District claim or dispute, if the matter is not resolved satisfactorily, District may submit the dispute or claim in concise written form with any supporting documentation to City's City Council, or to a committee assigned by the City Council to hear the matter.

If a disputed 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. After and only if these processes are first followed and the 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, witness and attorneys' costs and fees. Under no circumstances shall either party be liable for any consequential damages resulting from such a claim by the other party.

XV. INTERPRETATION.

Because the SLA is critical public infrastructure, any ambiguity in this Agreement shall be interpreted in favor of District's full use and enjoyment of the SLA, SLA corridor and District lands, with a minimum of delay, restriction or expense resulting from City or public use of the SLA. In the event of conflict between this Agreement and District written rules, regulations or policies, as the same may change from time to time, such District rules, regulations and policies shall control.

XVI. PRESUMPTION.

Any calculation, determination or interpretation made by District as to City's performance of this Agreement or use of District property made in good faith shall be *prima facie* correct, subject to rebuttal by a preponderance of the evidence. Any calculation, determination or interpretation made by City as to District's performance of this Agreement or use of the City access roadway made in good faith shall be *prima facie* correct, subject to rebuttal by a preponderance of the evidence.

XVII. SUCCESSORS, ASSIGNS.

Neither party's rights or obligations may be assigned or transferred without the prior written consent of the other party, which neither party is under obligation to give. Any bankruptcy filing, a 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 the other party shall be considered null and void and shall be grounds for immediate termination of this Agreement.

XVIII. COMPLIANCE WITH APPLICABLE LAWS.

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

(B) City 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. If after reasonable notice from District, City fails to bring City's use of the SLA corridor or District 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 City shall reimburse District as described in Section IV above.

(C) District shall strictly comply with all applicable City regulations for District's use of the City access roadway, as those regulations may apply to such use.

XIX. 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
Phone: (801) 942-1391
Email: rightsofway@mwdsls.org

Draper City
Attn: City Engineer
1020 East Pioneer Road
Draper, Utah 84020
Phone: (801) 523-7488
Email: troy.wolverton@draper.ut.us

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.

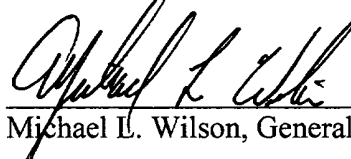
XX. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussion regarding the same. This 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:

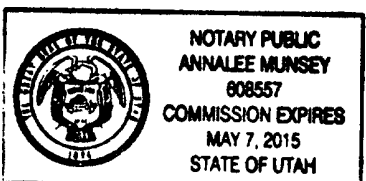
METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY



Michael L. Wilson, General Manager

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

On the 28 day of August, 2012, 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 Cooperation Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that he executed the above Cooperation Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.





NOTARY PUBLIC



CITY:

Darrell H. Smith
Darrell H. Smith, Mayor

Tracy B. Norr
Tracy B. Norr, City Recorder

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



On the 21st day of August, 2012, personally appeared before me Darrell H. Smith and Tracy B. Norr and being first duly sworn, acknowledged that they are the Mayor and City Recorder, respectively, of Draper, Utah, and that they have been duly authorized through an affirmative vote of the City Council of Draper, Utah to execute the above Cooperation Agreement for and on behalf of Draper, Utah, for the purposes stated therein.

Linda Carol Mandet
NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTIONS TRACT 349

Tract 349A

Commencing 550 feet North of the Southwest corner of Lot 2, Section 3, Township 4 South, Range 1 East, Salt Lake Base & Meridian, and running thence North 660 feet; thence East 396 feet; thence South 660 feet; thence West 396 feet to the point of beginning.

Tract 349B

Beginning at a point 323.5 feet West of the Southeast corner of Section 4, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 59 feet; thence North $30^{\circ} 30'$ West 770 feet; thence North 35° East 320 feet; thence North 394.5 feet to the North line of the Southeast Quarter of the Southeast Quarter of said Section 5; thence East 588.8 feet; thence South 529.5 feet; thence West 172 feet; thence South 44° West 500 feet; thence South $30^{\circ} 30'$ East 500 feet to the South line of said Section; thence West 58 feet to the place of beginning.

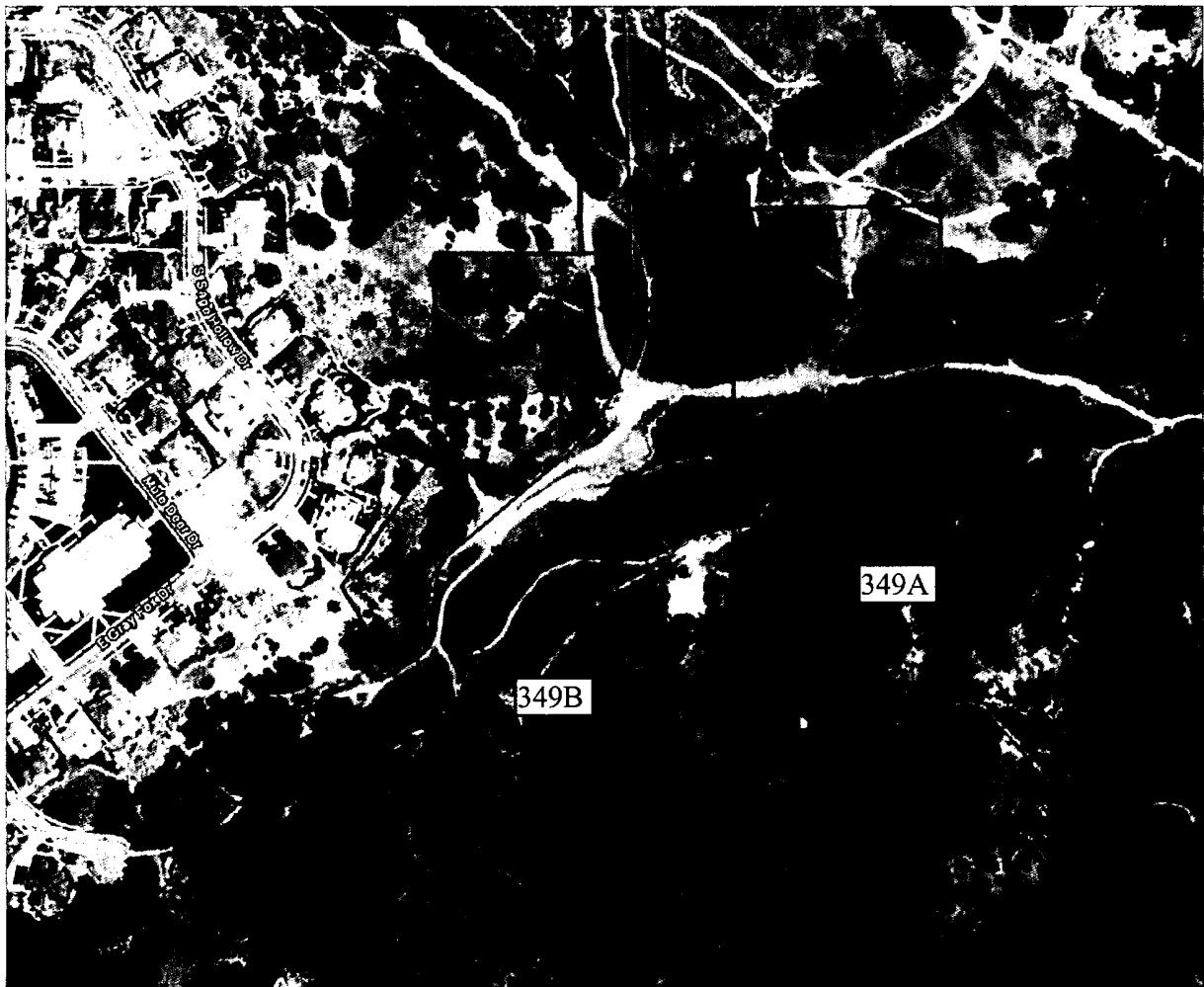


EXHIBIT B
AERIAL DEPICTION

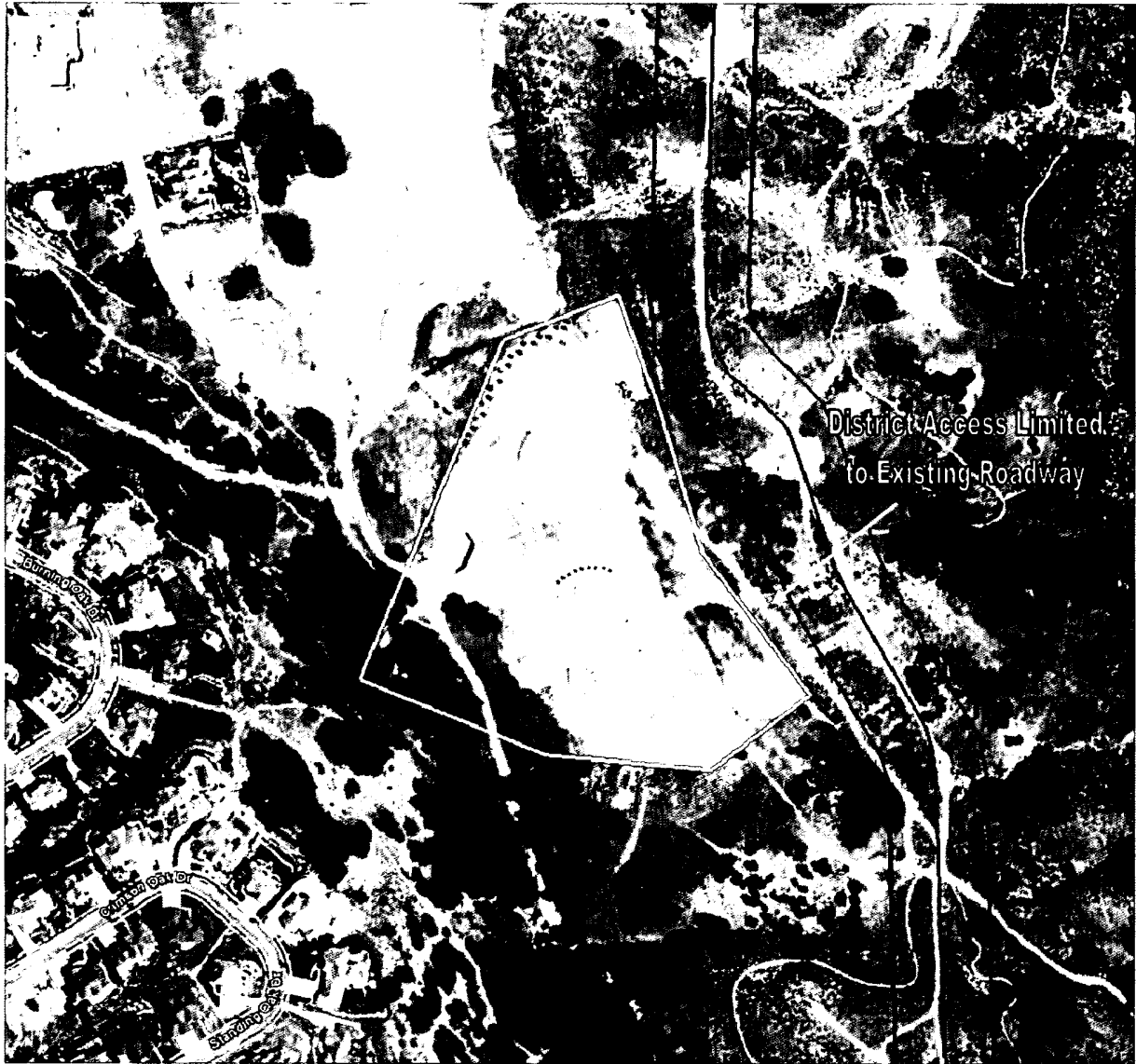


EXHIBIT C
SLA CORRIDOR LEGAL DESCRIPTION(S)

Tract 407B

A tract of land in Salt Lake County, Utah in the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-seven (27), Township Three (3) South, Range One (1) East, Salt Lake Base and Meridian, containing 0.27 acres, more or less, and being more particularly described as follows:

Beginning at a point on the West line of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Twenty-seven (27), said point being at centerline Station 1512+80.2 of the Salt Lake Aqueduct and being South, Twenty-seven Hundred Twenty-four and Three-tenths (2,724.3) feet and West, Twenty-six Hundred Thirty-seven and One-tenth (2,637.1) feet from the Northeast corner of said Section Twenty-seven (27) and running thence along said West line North, Fifty-two (52.0) feet, more or less, to the Northwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Twenty-seven (27); thence along the North line of said Southeast Quarter (SE $\frac{1}{4}$) East, One Hundred Thirty-seven and Six-tenths (137.6) feet; thence leaving said North line and running South 38°38' West, Two Hundred Twenty and Four-tenths (220.4) feet, more or less, to the West line of aforesaid Southeast Quarter (SE $\frac{1}{4}$); thence along said West line North, One Hundred Twenty and One-tenth (120.1) feet, more or less, to the point of beginning.

Tract 407

A strip of land in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$), the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-seven (27), Township Three (3) South, Range One (1) East, Salt Lake Base and Meridian, 300 feet wide and included between two lines extended to the property lines and everywhere distant 125 feet West or to the left and 75 feet East or to the right of that portion of the following described center line of the Salt Lake Aqueduct from Station 1497+35.5 to Station 1525+00 measured at right angles and/or radially thereto, and 125 feet wide and included between two lines extended to the property lines and everywhere distant 75 feet West or to the left and 50 feet East or to the right of that portion of the following described center line of the Salt Lake Aqueduct from Station 1525+00 to Station 1531+88.4 measured at right angles thereto; said center line is more particularly described as follows:

Beginning at Station 1497+35.5 of said center line, on a regular curve to the left with a radius of 400 feet, a point in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 27, the tangent to which point bears North 22° 42' East and from which point the northeast (NE) corner of said Section 27 lies North 3970.8 feet and East 3480.4 feet, more or less, and running thence on said regular curve 52.8 feet, as measured on the arc of the curve; thence North 15° 06'30" East 245.7 feet; thence on a regular curve to the right having a radius of 400 feet and a length of 102.4 feet, as measured on the arc of the curve; thence North 29° 49' East 444.7 feet; thence on a regular curve to the right having a radius of 400 feet and a length of 156.0 feet, as measured on the arc of the curve; thence North 52° 10' East 321.9 feet; thence on a

regular curve to the left having a radius of 400 feet and a length of 94.5 feet, as measured on the arc of the curve; thence North 38° 38' East 288.8 feet; thence on a regular curve to the right having a radius of 400 feet and a length of 113.2 feet, as measured on the arc of the curve, to station 1515+55.5 back equals Station 1515+75.5 ahead; thence North 54° 51' East 570.3 feet; thence on a regular curve to the left having a radius of 200 feet and a length of 77.4 feet as measured on the arc of the curve; thence North 32° 30' East 965.2 feet to Station 1531+88.4, a point on the North line of the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of said Section 27, from which point the Northeast corner of said Section 27 lies North 1323.6 feet and East 1413.0 feet, more or less; excepting, however, that portion of said strip of land lying the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of said Section 27, and containing 0.27 of an acre; net area to be conveyed 14.35 acres, more or less.

Also a strip of land in the Northeast Quarter of the Northeast Quarter (NE¼ NE¼) of Section Twenty-seven (27), and in the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section Twenty-two (22), Township Three (3) South, Range One (1) East, Salt Lake Base and Meridian, 125 feet wide and included between two lines extended to the property lines and everywhere distant 75 feet West or to the left and 50 feet East or the right of that portion of the following described center line of the Salt Lake Aqueduct from Station 1533+63.4 to Station 1559+86.0 measured at right angles and/or radially thereto; said center line is more particularly described as follows:

Beginning at Station 1533+63.4 of the Salt Lake Aqueduct, a point on the West boundary of the Northeast Quarter of the Northeast Quarter (NE¼ NE¼) of said Section 27, from which point the Northeast (NE) corner of said Section 27 lies North 1176.3 feet and East 1318.6 feet, more or less; thence North 32° 40' East 297.3 feet; thence on a regular curve to the left having a radius of 200 feet and a length of 90.8 feet, and measured on the arc of the curve; thence North 6° 39' East 506.8 feet, thence on a regular curve to the right having a radius of 400 feet and a length of 83.1 feet, as measured on the arc of the curve; thence North 18° 33' East 1321.5 feet; thence on a regular curve to the left having a radius of 400 feet and a length of 77.7 feet as measured on the arc of the curve; thence North 7° 25' East 245.4 feet, to Station 1559+86.0, a point on the north line of the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of said Section 22, from which point the Southeast (SE) corner of said Section 22 lies South 1315.0 feet and East 581.5 feet, more or less, containing 7.45 acres, more or less.

Total area of the above described tracts of land being 21.50 acres, more or less.

Tract 406

A strip of land in the North Half of the Southwest quarter of the Southwest quarter (N½, SW¼, SW¼) and the Southeast quarter of the Southwest quarter (SE¼, SW¼) of Section 27, Township 3 South, Range 1 East, S.L.B.&M., 175 feet wide and included between two lines extended to the property lines and everywhere distant 100 feet West or to the left and 75 feet East or to the right of the following described center line of the Salt Lake Aqueduct from station 1489+49.4 to station 1497+35.5 measured at right angles and/or radially thereto; said center line is more particularly described as follows:

Beginning at station 1489+49.4 a point on curve on the South line of the Vendor's property, the tangent to which point bears North 47° 43' East, and from which point the southwest (SW) corner of said section 27 lies South 715.00 feet and West 1310.09 feet, more or less; thence on a regular curve to the right having a radius of 200 feet and a length of 23.4 feet as measured on the arc of the curve, thence North 54° 25' East 104.3 feet, thence on a regular curve to the left having a radius of 400 feet and a length of 142.4 feet, as measured on the arc of the curve, thence North 34° 01' East 437.0 feet, thence on a regular curve to the left, having a radius of 400 feet and a length of 79.0 feet as measured on the arc of the curve, to station 1497+35.5 a point on curve on the north line of the Vendor's property, the tangent to which point bears North 22° 42' East, and from which point the Southwest (SW) corner of said section 27 lies South 1323.60 feet and West 1793.85 feet, more or less.

Containing 3.16 acres, more or less.

Tract 405

A strip of land in the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 27, Township 3 South, Range 1 East, S.L.B.&M.; 175 feet wide and included between two lines extended to the property lines and everywhere distant 100 feet West or to the left and 75 feet East or to the right of the following described center line of the Salt Lake Aqueduct from station 1480+96.8 to station 1489+49.4 measured at right angles and/or radially thereto; said center line is more particularly described as follows:

Beginning at station 1480+96.8 a point on the South line of the Vendor's property from which point the Southwest (SW) corner of said section 27 lies West 863.34 feet, more or less; thence North 31° 54' East 145.5 feet, thence on a regular curve to the right having a radius of 400 feet and a length of 95.2 feet, as measured on the arc of the curve, thence North 45° 32' East 98.6 feet, thence on a regular curve to the left having a radius of 400 feet, and a length of 161.9 feet, as measured on the arc of the curve, thence North 22° 21' East 262.9 feet, thence on a regular curve to the right having a radius of 200 feet and a length of 88.5 feet, as measured on the arc of the curve to station 1489+49.4, a point on the curve on the North line of the Vendor's property, the tangent to which point bears North 47° 43' East, and from which point the Southwest (SW) corner of said section 27 lies South 715.00 feet and West 1310.09 feet more or less.

Containing 3.43 acres, more or less.

Tract 404

A strip of land in the Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 34, Township 3 South, Range 1 East, S.L.B.&M.; 175 feet wide and included between two lines extended to the property lines and everywhere distant 100 feet West or to the left, and 75-foot East or to the right of the following described center line of the Salt Lake Aqueduct, from station 1466+49.8 to station 1480+96.8 measured at right angles and/or radially thereto; said center line is more particularly described as follows:

Beginning at station 1466+49.8 a point on the West line of the vendor's property in the northwest quarter (NW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of said section 34, from which point the Northwest (NW) corner of said section 34 lies North 1163.95 feet and East 6.34 feet, more or less; thence North 42° 01' East 162.8 feet, thence North 33° 12' East 300.0 feet to station 1471+12.6 back, equals equation station 1471+00.0 ahead, thence North 33° 12' East 449.1 feet, thence on a regular curve to the right having a radius of 400 feet and a length of 100.4 feet, as measure on the arc of the curve, thence North 47° 35' East 177.5 feet, thence on a regular curve to the left having a radius of 400 feet and a length of 109.5 feet, as measured on the arc of the curve, thence North 31° 54' East 160.3 feet, to station 1480+96.8 a point on the north line of the vendor's property from which point the northwest (NW) corner of said section 34 lies west 863.34 feet more or less.

Containing 5.85 acres, more or less.

Tract 403

A tract of land in the South Half of the Northeast quarter of the Northeast quarter (S $\frac{1}{2}$, NE $\frac{1}{4}$, NE $\frac{1}{4}$) of Section 33, Township 3 South, Range 1 East, S.L.B.&M; and being more particularly described as follows:

Beginning at station 1463+98.9 of the Salt Lake Aqueduct a point on the South line of the Vendor's property in the South Half of the Northeast quarter of the Northeast quarter (S $\frac{1}{2}$, NE $\frac{1}{4}$, NE $\frac{1}{4}$) of said section 33, from which point the Northeast (NE) corner of said section 33 lies North 1350.30 feet and East 174.25 feet, more or less, thence West 134.5 feet, thence North 42° 01' East 451.9 feet, thence South 335.8 feet, thence West 167.9 feet, more or less to point of beginning.

Containing 1.17 acres, more or less.

Tract 402

A strip of land in the Southeast quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33, Township 3 South, Range 1 East, S.L.B.&M.; 175 feet wide and included between two lines extended to the property lines and everywhere distant 100 feet West or to the left and 75 feet East or to the right of the following described center line of the Salt Lake Aqueduct, from station 1449+07.1 to station 1463+98.9 measured at right angles and/or radially thereto; said center line is more particularly described as follows:

Beginning at station 1449+07.1, a point on the South line of the Vendor's property, in the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of said section 33, from which point the Northeast (NE) corner of said section 33 lies North 2700.60 feet and East 749.43 feet, more or less; thence North 13° 32' East 784.3 feet, thence North 32° 21' East 610.0 feet, thence North 42° 01' East 97.5 feet to station 1463+98.9, a point on the North line of the Vendor's property, from which point the Northeast (NE) corner of said section 33 lies North 1350.30 feet and East 174.25 feet, more or less.

Containing 5.98 acres, more or less.

Tract 401

A strip of land one hundred seventy five (175) feet wide and included between two lines extended to the property lines and everywhere distant seventy five (75) feet east or to the right and one hundred (100) feet west or to the left of the center line from station 1435+35.3 to station 1449+07.1 of the Salt Lake Aqueduct measured at right angles thereto; said center line is more particularly described as follows:

Beginning at station 1435+35.3, a point in the northeast quarter of the southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of section thirty three (33), township three (3) south, range one (1) east, S.L.B.&M., which is north thirteen hundred fifty and three-tenths (1350.3) feet and west eight hundred fifty and ninety-seven hundredths (850.97) feet of the southeast corner (SE) of section thirty three (33), township three (3) south, range one (1) east, S.L.B.&M.; thence north 0° 50' 30" west three hundred twenty six and eight-tenths (326.8) feet; thence north 7° 06' east one thousand fifteen (1015.0) feet; thence north 13° 32' east thirty (30.0) feet to station 1449+07.1, which is the end point, more or less. Containing approx. 5.51 acres.

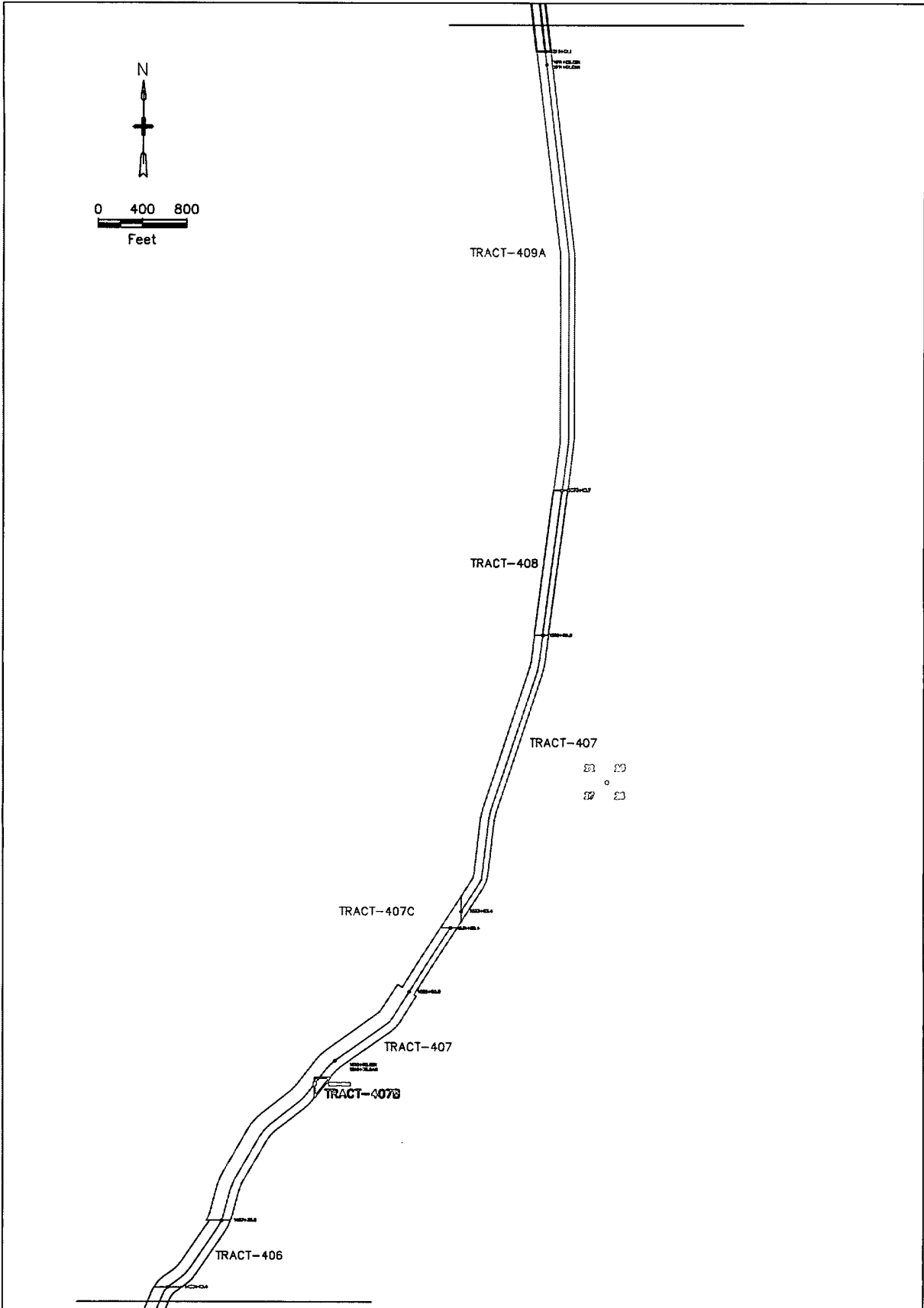
Tract 400


A strip of land in the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 4, Township 4 South, Range 1 East, S.L.B.&M., also the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 33, Township 3 South, Range 1 East, S.L.B.&M; 175 feet wide and included between two lines extended to the property lines and everywhere distant 100 feet West of to the left and 75 feet East or to the right of the following described center line of the Salt Lake Aqueduct, from station 1380+02.9 to station 1435+35.3, measured at right angles and/or radially thereto; said center line is more particularly described as follows:

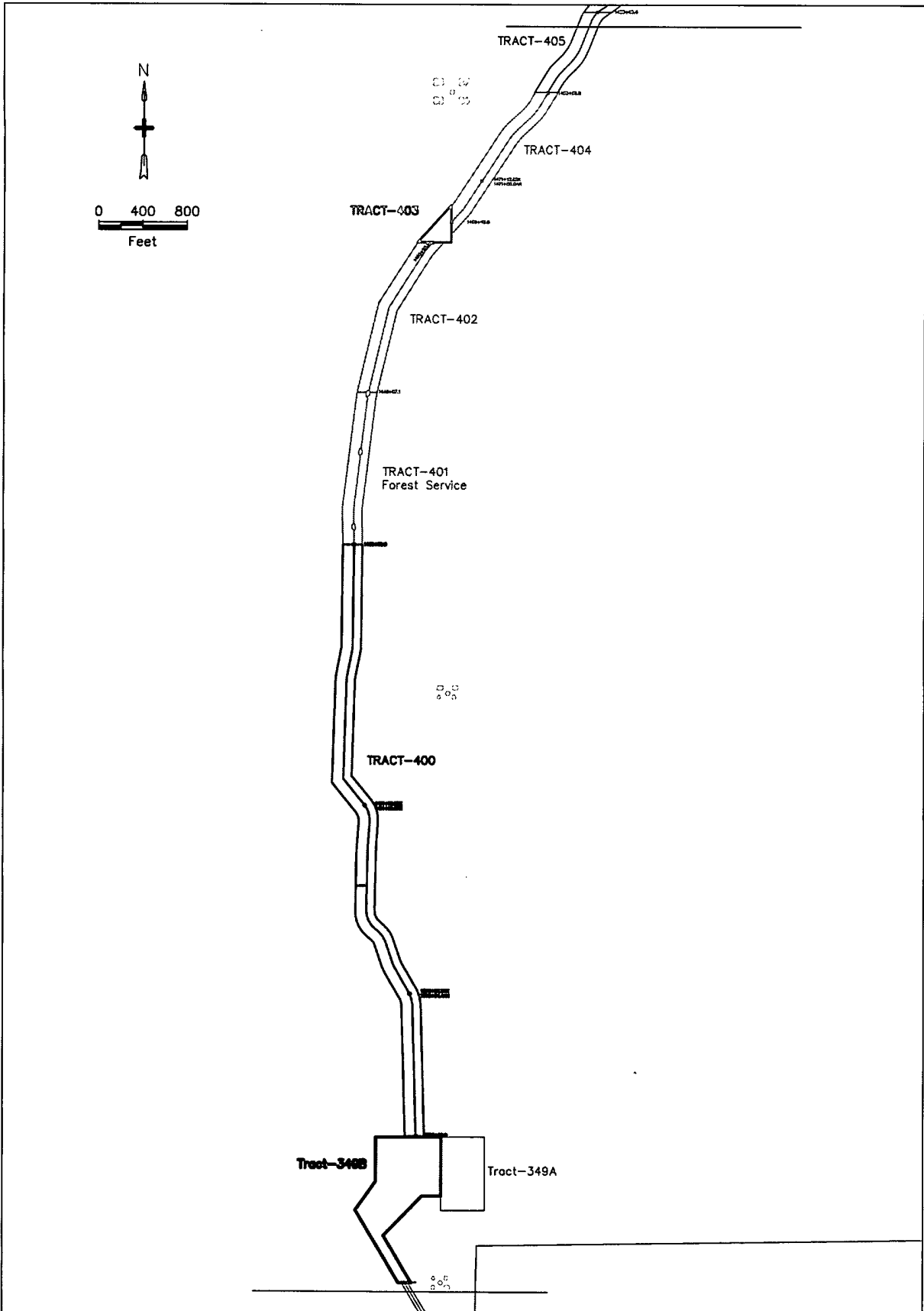
Beginning at station 1380+02.9 a point on the South line of the Vendor's property in the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said section 4, from which point the Southeast corner of said section 4 lies South 1327.98 feet, and East 225.76 feet, more or less; thence North 1° 35' West 1181.3 feet, thence on a regular curve to the left having a radius of 200 feet and a length of 98.1 feet as measured on the arc of the curve to station 1392+82.3 back, equals equation station 1392+84.4 ahead, thence North 29° 42' West 281.4 feet, thence on a regular curve to the right having a radius of 200 feet and a length of 39.1 feet as measured on the arc of the curve, thence North 18° 30' West 213.4 feet; thence on a regular curve to the left having a radius of 200 feet and a length of 111.0 feet, as measured on the arc of the curve, thence North 50° 18' West 45.4 feet, thence on a regular curve to the right having a radius of 200 feet and a length of 179.6 feet as measured on the arc of the curve, thence North 1° 09' 30" East 505.0 feet, thence on a regular curve to the right having a radius of 1600 feet and a length of 85.4 feet as measured on the arc of the curve, thence North 4° 13' East 216.0 feet, thence on a regular curve to the left having a radius of 200 feet and a length of 154.3 feet as measured on the arc of the curve to station 1411+15.0 back equals equation station 1411+18.2 ahead, thence North 40° 00' West 304.6 feet, thence North 1° 58' East 900.5 feet, thence North 10° 59' East 273.0 feet, thence North 0° 38' East 947.3 feet to station 1435+35.3 a point on the North line of the

vendor's property from which point the Southeast (SE) corner of said section 33 lies South 1350.3 feet and East 850.97 feet, more or less.

Containing 22.2 acres, more or less.



Salt Lake Aqueduct Tracts Area 6	PROJECT LEADER: Joy Herrie	MWDSLDS SLA Title Transfer	
	DRAWN BY: JC, CHR		
	DATE: July 26, 2006		
	SLA Tracts-Segment 1.dwg S:\CLIENTS\3-Salt Lake Area\SLA Title Transfer\ Drawings Layout Area 6		




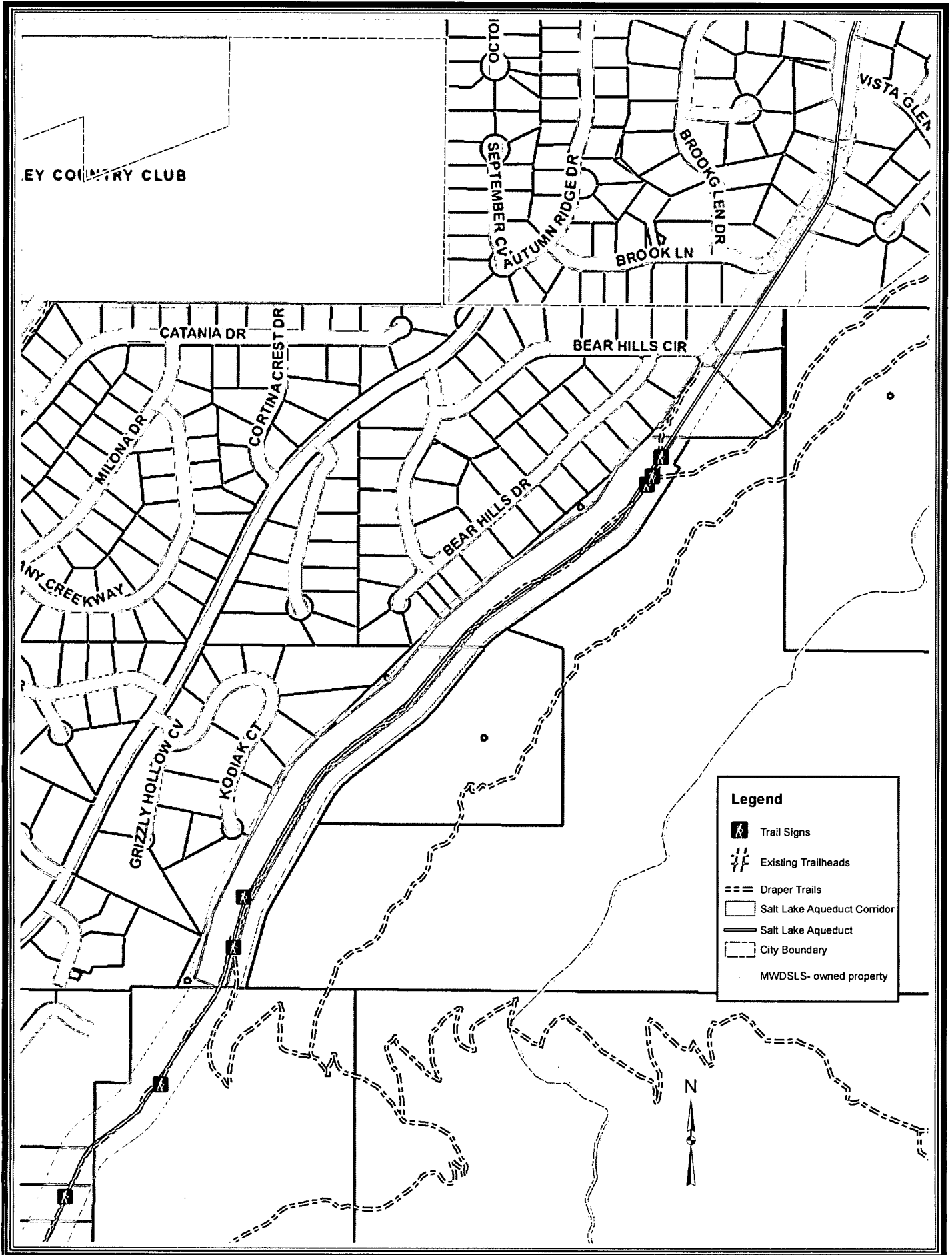
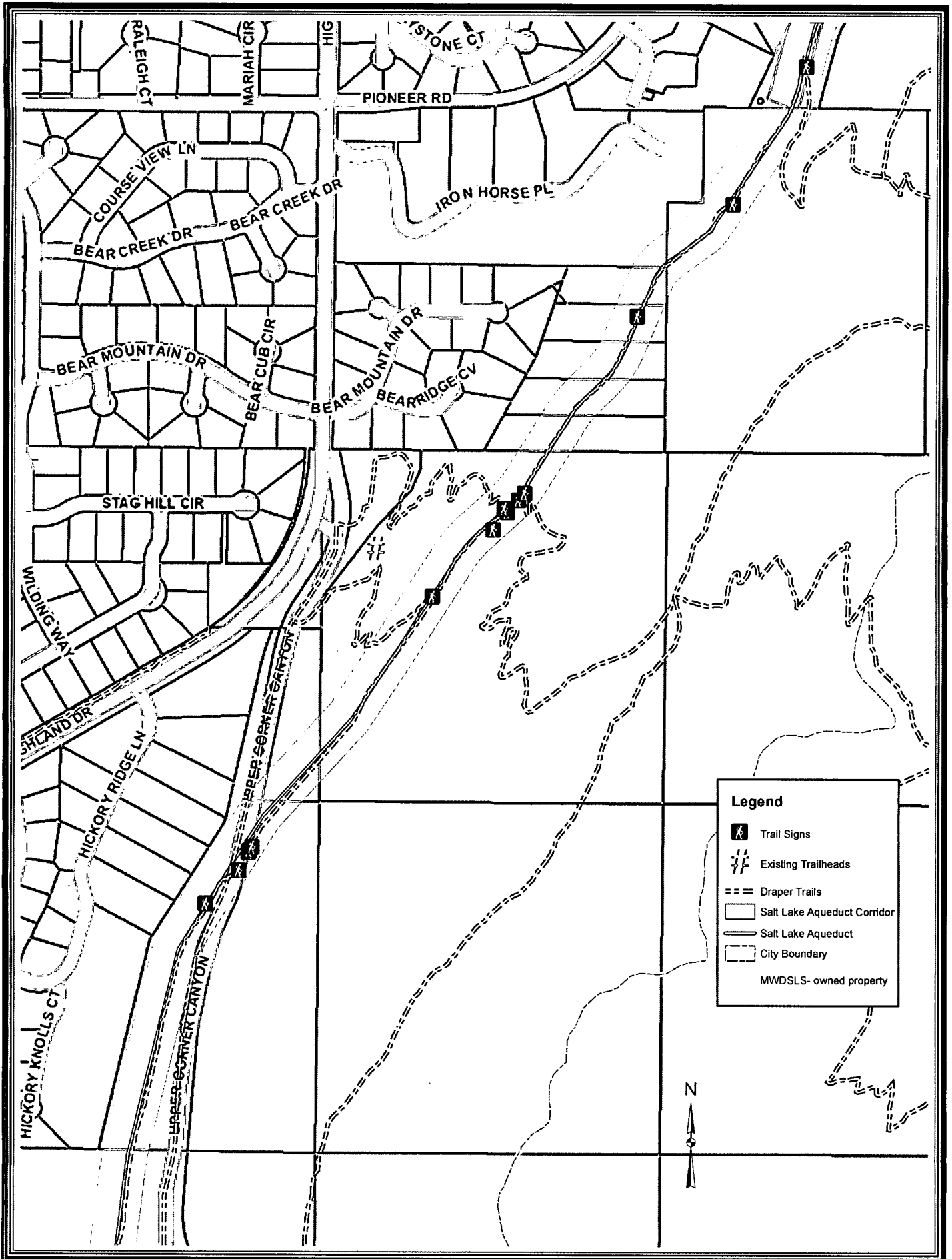






Salt Lake Aqueduct Tracts Area 7	PROJECT LEADER: Joy Harvie	MWOSLDS SLA Title Transfer	 FRANSON NOBLE ENGINEERING
	DRAFTER: JC, CHR		
	DATE: July 26, 2006		
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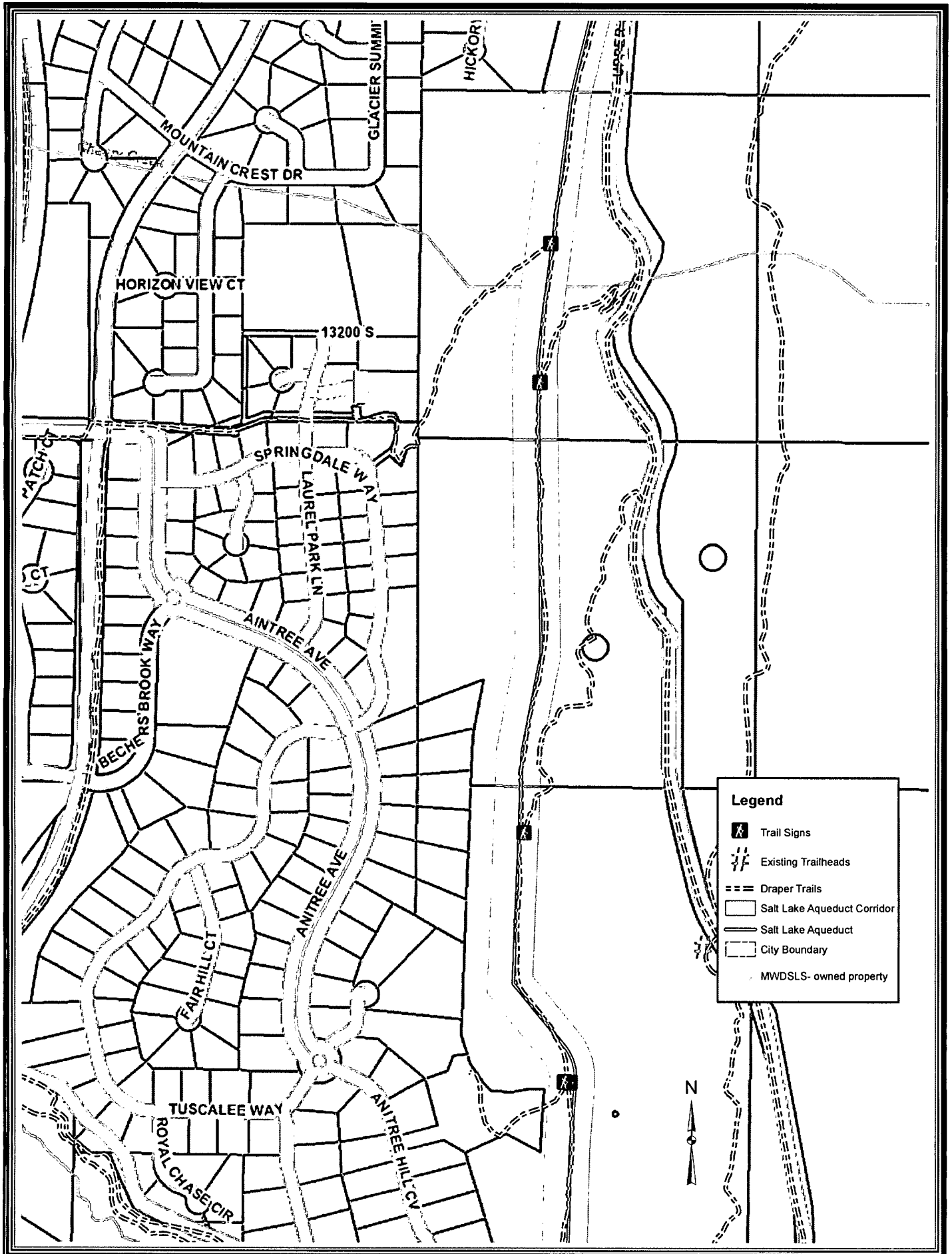
EXHIBIT D
CITY TRAILS DRAWINGS

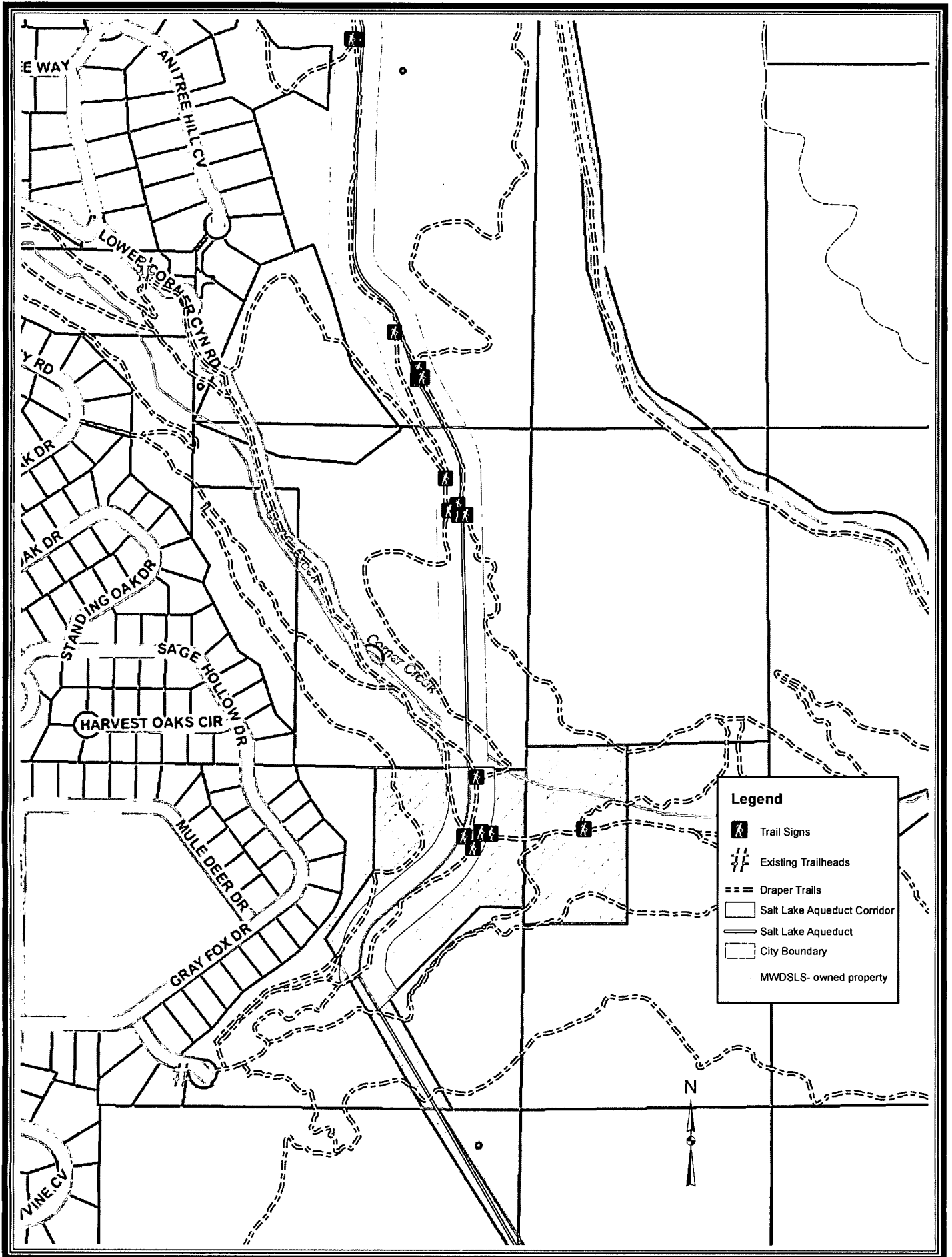




Legend

-  Trail Signs
-  Existing Trailheads
-  Draper Trails
-  Salt Lake Aqueduct Corridor
-  Salt Lake Aqueduct
-  City Boundary
- MWDSLS- owned property





Legend








-  Trail Signs
-  Existing Trailheads
-  Draper Trails
-  Salt Lake Aqueduct Corridor
-  Salt Lake Aqueduct
-  City Boundary
-  MWDSLS- owned property

EXHIBIT E
INSURANCE/BOND REQUIREMENTS

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

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance of the work to be performed, City, and all of City's contractors, and all subcontractors of City'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 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. **AUTOMOBILE LIABILITY:** \$1,000,000 per occurrence, "Any Auto" coverage required.

3. **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 City may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses. The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$25,000, whichever is less. The District does not ordinarily approve self-insured retentions in an amount exceeding 1.0% of the required minimum limits described above or \$10,000, whichever is less.

C. PERFORMANCE AND PAYMENT BONDS

All persons and entities performing any work on District lands or 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 General Liability and Automobile Liability Coverages are to contain, or be endorsed to contain, the following provisions:

1. District, its trustees, officers, and employees are to be covered as additional insureds as respects: liability arising out of any activities conducted on District lands or interests in lands. The coverage shall contain no special limitations on the scope of protection afforded to District, its trustees, officers, and employees.

2. The insurance coverage of City'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 insurance described here, and shall not contribute with it.

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

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. ADDITIONAL INSURED ENDORSEMENT

City will procure an endorsement listing District, its Trustees, officers, and employees as additional insureds for liability coverage for claims arising out of City's use of the POMA or SLA corridor. Such coverage for District and its Trustees, officers and employees shall be primary to any other coverage for District

G. VERIFICATION OF COVERAGE

City and all of City's contractors and all subcontractors of City'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 provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

City shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to City of such a change.

H. CITY STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS

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