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Book - 9937 Pg - 7363-7393
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH

JOHN MAYBEY JR
175 S MAIN #1330
SLC UT 84111
BY: LDT, DEPUTY - WI 31 P.



ENT 51109-2011 PG 1 of 31
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Jul 19 8:39 am FEE 79.00 BY CS
RECORDED FOR UTAH LAKE WATER USERS

WHEN RECORDED MAIL TO:

John H. Mabey, Jr.
MABEY, WRIGHT & JAMES, PLLC
175 South Main, #1330
Salt Lake City, UT 84111

QUITCLAIM DEED

Utah and Salt Lake Canal Company, a Utah nonprofit corporation, East Jordan Irrigation Company, a Utah nonprofit corporation, South Jordan Canal Company, a Utah nonprofit corporation, North Jordan Irrigation Company, a Utah nonprofit corporation, Salt Lake City Corporation, a municipal corporation of the State of Utah, Jordan Valley Water Conservancy District, a water conservancy district of the State of Utah organized under §17B-2a-1001, and Board of Canal Presidents ("Grantors"), hereby quitclaim to Utah Lake Water Users Association, Inc., a Utah corporation ("Grantee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all of their rights, titles, and interests to the real property located in Utah and Salt Lake Counties, including, but not limited to, all land, fixtures, easements, improvements, and appurtenances described in Exhibits A and B attached hereto.

Grantors reserve any and all water rights, except for the unfiled diligence claim on the spring in Bear Hollow near the Jordan Narrows which diligence water right is hereby expressly conveyed. This Quitclaim Deed is given in connection with the terms and conditions of the "Subscription Agreement for Shares in Utah Lake Water Users Association, Inc.," which terms and conditions survive the Quitclaim Deed.

IN WITNESS WHEREOF, Grantors hereby execute this Quitclaim Deed:

Grantor:

Nelson Peterson
Utah and Salt Lake Canal Company,
President

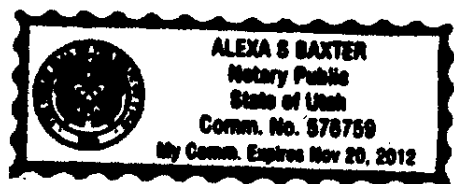
State of Utah)
) ss.
County of Salt Lake)

The foregoing Quitclaim Deed was acknowledged and executed before me this 13th day of July, 2011, by Nelson Peterson, President of Utah and Salt Lake Canal Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year-first above written.

[Signature]

Notary Public



Grantor:

Bill Marcovecchio
East Jordan Irrigation Company, President

State of Utah)
) ss.
County of Salt Lake)

The foregoing Quitclaim Deed was acknowledged and executed before me this 12 day of July, 2011, by Bill Marcovecchio, President of East Jordan Irrigation Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Mckell Ashcroft
Notary Public



Grantor:

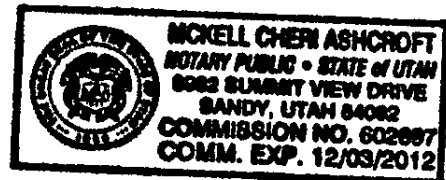
Larry Jacobsen
South Jordan Canal Company, President

State of Utah)
) ss.
County of Salt Lake)

The foregoing Quitclaim Deed was acknowledged and executed before me this 12 day of July, 2011, by Larry Jacobsen, President of South Jordan Canal Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Mckell Ashcroft
Notary Public



Grantor:

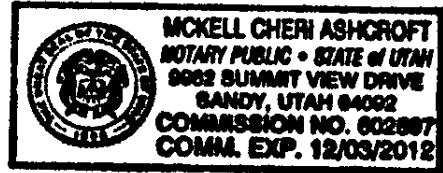
Van King
North Jordan Irrigation Company,
President

State of Utah)
County of Salt Lake) ss.

The foregoing Quitclaim Deed was acknowledged and executed before me this 12 day of July, 2011, by Van King, President of North Jordan Irrigation Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Mckell Ashcroft
Notary Public



Grantor:

Steven L. Taggart
Jordan Valley Water Conservancy District
Name: Steven L. Taggart
Title: Chair

Attest: n/a
Title: n/a

STATE OF UTAH)
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged to me this 13th day of July, 2011 by Steven L. Taggart.

am executed before



Margaret Dea
Notary Public

Grantor:

[Signature]
Salt Lake City Corporation
Name: Ralph Becker
Title: Mayor

Attest: [Signature]
Salt Lake City Recorder

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 7/12/11
By ER V...

STATE OF UTAH)
COUNTY OF Salt Lake)

acknowledged before

The foregoing instrument was acknowledged to me this 12th day of July 2011 by Ralph Becker.



[Signature]
Notary Public

Grantor:
[Signature]
Board of Canal Presidents,
President

State of Utah)
County of Salt Lake) ss.

The foregoing Quitclaim Deed was acknowledged and executed before me this 12 day of July, 2011, by Jeffery Nidermeyer, President of Board of Canal Presidents.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
Notary Public

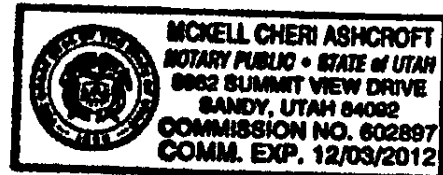


EXHIBIT A

EXHIBIT A
(Quitclaim Deed)

~~ENT 51108*2011 PG 4 of 31~~

Saratoga Springs

Parcel A, consisting of approximately 7.62 acres, described as follows:
Utah County Tax ID Nos.: 580370022 (portion)

Part of Lot Two, Section twenty-five, township five south of range one West, Salt Lake Base and Meridian; beginning 396 feet west of the quarter section between sections twenty-four and twenty-five, township five south of range one west, salt Lake Meridian; thence South 27° 15' East 750 feet; thence North 82° 15' East 685 feet; thence South 60° 30' East 350 feet to the shore of Utah Lake; thence in a westerly direction along the shore of Utah Lake a Northeasterly direction to the North line of Section Twenty-five; thence east along the north line of section twenty-five 100 feet to the place of beginning. Less and excepting any portion within the following described parcel of land Quit Claimed to Utah County recorded in the Utah County Recorder's Office in Book 2545 Page 596

Commencing at a point located South 158.80 feet and West 314.21 feet from the North quarter corner of Section 25, Township 5 South, Range 1 West, Salt Lake Base and Meridian; said point having Utah State Plane Coordinates of X=1,889,302.19 feet and Y=739,093.14 feet based on the Lambert Conformal Projection, Utah Central Zone; thence South 42° 24' 36" West 39.39 feet; thence South 24° 59' 48" West 140.51 feet; thence South 63° 58' 36" East 36.53 feet; thence South 38° 25' 24" East 51.55 feet; thence South 7° 09' 04" East 67.96 feet; thence South 18° 14' 19" East 98.84 feet; thence South 19° 53' 38" East 104.18 feet; thence South 9° 11' 03" West 186.08 feet; thence South 16° 51' 36" West 48.04 feet; thence South 20° 16' 08" West 89.20 feet; thence South 19° 09' 30" West 66.70 feet; thence South 35° 32' 36" West 40.00 feet; thence South 23° 06' 53" West 33.40 feet; thence South 21° 25' 23" East 74.34 feet; thence South 19° 43' 30" East 49.89 feet; thence South 7° 00' 53" West 191.86 feet; thence South 55° 04' 00" West 16.23 feet; thence North 43° 00' 00" West 223.60 feet; thence North 14° 49' 00" East 94.70 feet; thence North 6° 14' 00" East 101.10 feet; thence North 28° 47' 00" East 161.40 feet; thence North 11° 09' 00" East 101.00 feet; thence North 15° 46' 00" West 218.00 feet; thence North 41° 24' 00" West 128.00 feet; thence North 55° 26' 00" West 34.40 feet; thence North 8° 50' 00" West 471.00 feet; thence South 89° 53' 39" East 254.58 feet; thence South 27° 15' 00" East 178.63 feet to the Point of Beginning.

Parcel B, consisting of approximately 7.94 acres, described as follows:
Utah County Tax ID Nos.: 580370022 (portion); 580370023 (portion)

A Part of Section Twenty-five, township five South of Range One West, Salt Lake Base and Meridian; Beginning 952 feet West of the Quarter Section Between Section Twenty-Four and Twenty-five, Township five South of Range one West Salt Lake Base and Meridian; thence South 321 feet; thence South 42° 13' east 570 feet; thence South 3 248 57' West 532 feet; thence South 50 248 40' East 704 to the Shore of Utah Lake; thence in an Easterly direction along the shore of Utah Lake to the Jordan River; thence along the west bank of the Jordan River in a northerly direction to the North line of said section twenty-five ; thence West along the North line of section twenty-five 150 feet to place of beginning. Less and excepting any portion within the following described parcel of land Quit Claimed to Utah County recorded in the Utah County Recorder's Office in Book 2545 Page 596

Commencing at a point located South 158.80 feet and West 314.21 feet from the North quarter corner of Section 25, Township 5 South, Range 1 West, Salt Lake Base and Meridian; said point having Utah State Plane Coordinates of X=1,889,302.19 feet and Y=739,093.14 feet based on the Lambert Conformal Projection, Utah Central Zone; thence South 42° 24' 36" West 39.39 feet; thence South 24° 59' 48" West 140.51 feet; thence South 63° 58' 36" East 36.53 feet; thence South 38° 25' 24 East 51.55 feet; thence South 7° 09' 04" East 67.96 feet; thence South 18° 14' 19" East 98.84 feet; thence South 19° 53' 38" East 104.18 feet; thence South 9° 11' 03" West 186.08 feet; thence South 16° 51' 36" West 48.04 feet; thence South 20° 16' 08" West 89.20 feet; thence South 19° 09' 30" West 66.70 feet; thence South 35° 32' 36 " West 40.00 feet; thence South 23° 06' 53' West 33.40 feet; thence South 21° 25' 23" East 74.34 feet; thence South 19° 43' 30" East 49.89 feet ; thence South 7° 00' 53" West 191.86 feet; thence South 55° 04' 00" West 16.23 feet; thence North 43° 00' 00" West 223.60 feet; thence North 14° 49' 00" 94.70 feet; thence North 6° 14' 00" East 101.10 feet; thence North 28° 47' 00" East 161.40 feet; thence North 11° 09' 00" East 101.00 feet; thence North 15° 46' 00" West 218.00 feet: thence North 41° 24' 00" West 128.00 feet; thence North 55° 26' 00" West 34.40 feet; thence North 8° 50' 00" West 471.00 feet: thence South 89°53'39" East 254.58 feet; thence South 27° 15' 00" East 178.63 feet to the Point of Beginning also less and excepting therefrom any portion to the west of the east bank of the lake outflow channel.

Parcel C, consisting of approximately 9.51 acres, described as follows:
Utah County Tax ID Nos.: 580370023 (portion)

Commencing at a point located south 1643.48 feet and west 622.17 feet from the north quarter corner of section 25, township 5 south, range 1 west, Salt Lake Base and Meridian; said point having Utah State Plane Coordinates of X = 1,888,994.31 feet and Y 737,608.87 feet based on the Lambert Conformal Projection, Utah Central Zone; thence South 82° 59' 56" east 219.51 feet; thence north 8° 44' 48" east 17.52 feet; thence north 3° 32' 36" east 122.75; thence north 6° 14' 58" east 72.74 feet; thence north 11° 16' 08" east 46.68 feet; thence north 7° 00' 52" east

35.47 feet; thence north 55° 04' 00" east 60.27 feet; thence south 86° 37' 00" east 157.50 feet; thence south 81° 45' 00" east 61.00 feet; thence north 68° 38' 00" east 112.20 feet; thence north 55° 52' 00" east 358.20 feet; thence south 87° 43' 00" east 140.60 feet; thence south 67° 04' 00" east 136.10 feet; thence south 57° 27' 16" west 608.82 feet; thence south 46° 45' 04" west 212.97 feet; thence south 13° 39' 49" west 206.56 feet; thence north 29° 34' 07" west 125.91 feet; thence north 9° 50' 03" west 72.13 feet; thence south 73° 13' 52" west 179.08 feet; thence north 49° 07' 59" west 5.84 feet; thence north 12° 59' 54" west 225.39 feet; thence north 64° 06' 26" east 14.07 feet; thence north 40° 36' 50" East 14.60 feet; thence north 0° 50' 35" east 13.98 feet; thence north 20° 31' 39" west 20.48 feet; thence north 38° 35' 06" west 4.46 feet; thence north 7° 00' 04" east 105.73 feet to the point of beginning. Containing approximately 9.51 acres

Parcel D, consisting of the real property on which the pump stations are located as awarded in the 1912 Decree, described as follows:

Utah County Tax ID Nos.: 580370022 (portion)

A Part of Section Twenty-five, Township five South of Range One West, Salt Lake Base and Meridian; Beginning at a point on the Utah Lake Boundary said point being 979.34 feet South and 44.78 feet East of the Quarter Section Between Section Twenty-Four and Twenty-five, Township five South of Range one West, Salt Lake Base and Meridian; thence along the west bank of the Jordan River in a northeasterly direction for the next three courses; North 40° 06' 03" West 186.12; thence North 44° 41' 59" West 117.95 feet; thence North 41° 03' 50" West 156.55 Feet to the property conveyed to Utah County by a Quit Claim Deed recorded in Book 2545, Page 596 in the Utah County Recorder's office; thence along said boundary for the next three courses, South 9° 11' 03" West 183.21 feet; thence South 16° 51' 36" West 48.04 feet; thence South 20° 16' 08" West 54.02 feet to the property decreed in court decision 2861 in 1912, thence along said boundary for the next two courses South 64° 33' 39" East 16.16 feet; thence South 46° 10' 11" East 278.28 feet to the boundary of Lake Utah; thence along the lake boundary North 48° 52' 29" East 202.10 feet to the Point of beginning. Containing approximately 80,791 square feet (1.85 acres).

The perpetual rights and the perpetual easements necessary to pump and discharge stored Utah Lake water as decreed by the Fourth Judicial District Court in paragraphs 5, 6, and 7 in a Judgment dated March 8, 1985, in Civil Case No. 64770, *Utah Lake Landowners Assoc., et al. v. Kennecott Corporation, et al.*, also known as the 1985 Utah Lake Compromise Level case. These rights and easements being acquired by the Corporation are limited to the ability to pump and discharge the stored water and do not include any other rights or interests decreed to Defendants. A copy of the 1985 Judgment is attached to the Quitclaim Deed as **Exhibit B**.

Jordan Narrows

Parcel E, consisting of approximately 9.15 acres, described as follows:
Salt Lake County Tax ID Nos.: 3326100014 (portion)

Commencing at a point south 33° east 2202.30 feet from the section corner common to sections 22,23,26 and 27, Township 4 south, range 1 west, Salt Lake Base and Meridian, running thence south 77°20' east 775.47 feet; thence south 3°26' east 209.85 feet; thence south 59°21' east 140.85 feet; thence south 25°48' east 183.15 feet; thence south 21°19' east 120.45 feet; thence south 37°37' east 93.47 feet; thence north 89°36' west 783.62 feet; thence north 51°28' west 120.80 feet; thence north 33°35' west 218.35 feet; thence north 18°18' west 252.6 feet; thence north 1°25' east 300.12 feet; to the place of beginning

Less and excepting therefrom, the land conveyed to Rio Grande Western Railway Company by that certain "Warranty Deed", Recorded September 25, 1902, as entry no. 161851, in book 6-b of deeds at page 232, of official records, and more particularly described as follows:

A strip of land one hundred fifty (150) feet wide being seventy-five (75) on each side of the center line of changed main line of the Rio Grande Western Railway as now located and to be constructed through Lots one (1) and three (3), section twenty-six (26), Township four (4) South, Range One (1) West, Salt Lake Base and Meridian, Excepting Therefrom so much of the said strip as is now owned by the Rio Grande Western Railway Co, and the right of way of the Utah and Salt Lake Canal; said center line being more particularly described as follows:

Beginning at a point in the north line of section twenty-six (26), township four (4) south, range one (1) west, which is seventeen hundred and seventy-five (1775) feet more or less east of the northwest corner of said section twenty-six (26), thence southerly along said center line twenty three hundred and eighty (2380) feet, more or less to the south line of lot three (3).

Also, less and excepting therefrom, the land which was dedicated on that certain plat of "Jordan Narrows Access", recorded April 18, 1969, as entry no. 2284637, in book GG of Plats, at page 52, of the official records.

Also, less and excepting therefrom, the land conveyed to UTA by that certain "Quitclaim Deeds", Recorded June 23, 2010, as entry no. 10975926 and 10975927, in book 9834 in of deeds at page 8819 and in book 9839 of deeds at page 8829, of official records and more particularly described as follows:

A portion of land in fee, situate in the northwest quarter of section 26, township 4 South, range 1 West, Salt lake Base and Meridian, and described as follows:

Commencing at a point on the easterly right of way line of the Union Pacific Railroad and the south line of the grantor's property, said point being North 89° 00' 09" East 1,305.01 feet

along the section line and North 00° 59' 51" West 2702.28 feet from the southwest corner of said section 26; thence northwesterly 211.65 feet along the arc of a Non-tangent 1061.18 foot radius curve to the right, chord bears north 38° 56' 40" west 211.30 feet, through a central angle of 11°25'38" along said east line of the Union Pacific Railroad; thence North 56° 04' 11" East 35.50 feet; thence North 49° 09' 33" East 55.85 feet; thence North 55° 10' 05" East 36.16 feet; thence south 25° 53' 58" east 45.58 feet; thence south 21° 24' 58" East 120.45 feet; thence South 37° 42' 58" East 112.26 feet to the south line of the grantor's Property; thence North 89° 39' 36" west 101.14 feet along said south line to the point of beginning

Together With:

A Portion of land in fee situate in the northwest quarter of section 26, township 4 south, Range 1 west, Salt lake base and Meridian, and described as follows:

Commencing at a point on the easterly right of way line of the Union Pacific Railroad and the north line of the Grantor's property, said point being north 89° 00' 09" East 1013.46 feet along the section line and North 00°59'51" west 3371.12 feet from the southwest corner of said section 26; Thence South 77°17'58" East 79.24 feet along the north line of the grantor's property; thence south 03°31'58" east 209.85 feet along the east line of the grantor's property; thence south 59°25'58" east 141.00 feet along the east line of the grantor's property; thence south 25°53'58" east 21.99 feet along the east line of the grantor's property; thence south 54°00'23" west 35.44 feet; thence south 51°40'17" west 47.47 feet; thence south 52°21'17" west 21.61 feet; thence South 56°34'55" West 31.20 feet to said east line of the Union Pacific Railroad; thence northerly 417.16 feet along the arc of a non-tangent 1060.33 foot radius curve to the right, chord bears north 15°42'15" west 414.48, through a center angle of 22°32'30" along said east line of the Union Pacific Railroad to the point of beginning

Together With:

A portion of land in fee for the "Frontrunner South Commuter Rail", a Utah transit Authority Project, Being part of the Grantor's Property Defined in that certain warranty deed recorded May 28, 1923, as entry number 491151, situate in the northwest quarter of section 26, township 4 south , range 1 west, Salt Lake Base and Meridian, and described as follows:

Commencing at the northeast corner of the grantor's Property, said point being south 33° 00' 00" east 2202.30 feet and south 77°20'00" east 775.47 feet from the northwest corner of said section 26; thence south 03°26'00" east 209.85 feet; thence south 59°21'00" east 140.85 feet; thence south 25°48'00" east 14.74 feet; thence south 54°00'23" west 32.09 feet; thence south 51°40'17" west 47.47 feet; thence south 52°21'17" west 21.61 feet; thence south 56° 34' 55" west 31.20 feet to the east line of the Union Pacific Railroad; thence Northerly 408.82 feet along the arc of a Non-Tangent 1,060.33 feet radius curve to the right, chord bears North 15°55'47" west 406.29 feet, through a central angle of 22°05'27" along the east line of said Union Pacific Railroad to the north line of the grantor's property; thence south 77°20'00" east 79.64 feet along the north line of the grantor's property to the point of beginning.

Flood easement parcels located in Salt Lake County described in 1912 Decree equaling approximately 5.24 acres, including any canals or canal easements on these parcels, described as follows:

A strip of land $1\frac{1}{2}$ rods in width across the Northeast quarter of the Southwest quarter and the Northwest quarter of Section twenty-four (24), township five (5) South, Range one (1) West Salt Lake Base and Meridian, said strip being uniformly $\frac{3}{4}$ rod on each side of the following described center line: - commencing at Engineer's Station 11+50 of Line "A", which point is 1331.5 feet North and 1031.3 feet West of the Southeast corner of the Southwest quarter of said section twenty-four (24); thence North $6^{\circ} 05'$ West, a distance of 2486.5 feet; thence North $10^{\circ} 45'$ West a distance of 183.5 feet; thence North $0^{\circ} 11'$ West, a distance of 1322.0 feet to Engineer's Station 51+42, of Line "A", which point is at the Northeast corner of Lot one (1), of said Section twenty-four (24).

Also a strip of land 2 rods in width in the south half of the Northwest quarter of said Section twenty-four (24), said strip being uniformly 1 rod on each side of the following described center line:- Commencing at Engineer's Station 0+12.4 of Line "B" which point is South $84^{\circ} 46'$ West 12.4 feet from Engineer's Station 27+00 of line "A"; thence South $84^{\circ} 46'$ west, a distance of 921.6 feet to Engineer's Station 9+34 of Line "B"

Also a tract of land 50.0 feet square in Lot three (3) of said Section Twenty-four ((24), described as follows:- Commencing North $5^{\circ} 14'$ West 1 rod from Engineer's Station 9+34 of Line "B"; thence North $5^{\circ} 14'$ West 50 feet; thence North $84^{\circ} 46'$ min East 50.0 feet; thence South $5^{\circ} 14'$ East 50 feet; thence South $84^{\circ} 46'$ West 50.0 feet to place of beginning;

Also a strip of land of varying width across the Southeast quarter of the Southwest quarter of Section twenty-four (24), Township 5 South, Range one (1) West, Salt Lake Base and Meridian. Said strip being a uniformly one-quarter rod on each side of the following described center line:- commencing at the Southeast corner of said Southwest quarter of section twenty-four (24); thence North $41^{\circ} 05'$ West, a distance of 558.5 feet to Engineer's Station 0+00 of Line "A"; continuing thence with a width of $1\frac{1}{2}$ rods, being uniformly three-quarter rod on each side of the following described center line:- commencing at said Engineer's Station 0+00 of Line "A"; thence North $40^{\circ} 25'$ West, a distance of 1000 feet; thence North $6^{\circ} 05'$ West, a distance of 150 feet to Engineer's Station 11+50 of Line "A"; containing a area of seventy-six hundredths (0.76 of an acre, more or less;

Also a strip of land $1\frac{1}{2}$ rods in width across the Southwest quarter of section thirteen (13), Township five (5) South, Range one (1) West, Salt Lake Base and Meridian, said strip being uniformly $\frac{1}{4}$ rods of each side of the following described center line:- commencing at Engineer's Station 51+42 of Line "A" which point is at the Southeast corner of the Southwest quarter of the Southwest quarter of said Section thirteen (13); thence North $0^{\circ} 11'$ West 2658.0 feet to

Engineer's Station 78+00 containing an area of one and fifty-one hundredths (1.51) acres more or less;

Together with all appurtenances, easements and rights of way thereunto belong and incidental thereto.

All other real property located in Utah and Salt Lake Counties necessary to pump Utah Lake stored water and to manage and operate all appurtenances, fixtures and improvements hereby quitclaimed.

Appurtenances, Fixtures and Improvements (not an all-inclusive list) and Parcel where located

1. Home at Pumping Plant located at 7102 North Saratoga Road, Saratoga Springs City, Utah. (Parcel A)
2. Home at Pumping Plant located in 7102 North Saratoga Road, Saratoga Springs City, Utah. (Parcel A)
3. Three commercial shops and garages at Pumping Plant. (Parcel A)
4. Concrete vault and records storage at Pumping Plant. (Parcel A)
5. Transformer building at Pumping Plant. (Parcel B)
6. Pumping Plant built in 1902. (Parcel B)
7. Pumping Plant built in 1907. (Parcel D)
8. Pumping Plant built in 1919. (Parcel D)
9. Utah Lake dam at Pumping Plant. (Parcel D)
10. Debris screens at Pumping Plant. (Parcel A)
11. Road and boat dock at Pumping Plant. (Parcel A)
12. Old Utah Lake outlet dam and gate abandoned in about 1985. (Parcel B)
13. Existing Utah Lake outlet dam and control gates located in artificial channel constructed in about 1985. (Parcel C)
14. Turner Dam and all associated works and facilities, excluding headgates belonging to East Jordan Irrigation Company and Utah and Salt Lake Canal Company. (Parcel E)
15. Home at Turner Dam located at 1302 West Jordan Narrows Road, Bluffdale, Utah. (Parcel E)
16. Canal, ditches and pumphouse associated with flood easement property.
17. Unfiled diligence claim on the spring in Bear Hollow near the Jordan Narrows.
18. All other fixtures, appurtenances, easements and improvements.

EXHIBIT B

G85-9

FILED
FOURTH JUDICIAL DISTRICT COURT
OF UTAH COUNTY, STATE OF UTAH

1985 MAR -8 PM 3 36

WILLIAM F. HUGHES, CLERK
[Signature] DEPUTY

PREPARED JOINTLY
BY COUNSEL FOR ALL PARTIES

APPROVED

MAR 26 1985

CITY RECORDER

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH

UTAH LAKE LANDOWNER'S
ASSOCIATION, et al.,

Plaintiffs,

vs.

KENNECOTT CORPORATION,
et al.,

Defendants.

JUDGMENT

Civil No. 64770

Judge George E. Ballif

On September 15, 1983, plaintiffs initiated this action individually, as members of the Utah Lake Landowners' Association, and as a class action pursuant to Rule 23 of the Utah Rules of Civil Procedure. Plaintiffs sought damages and injunctive relief relating to flooding of lands adjacent to Utah Lake. Plaintiffs alleged a breach of contract based upon a "Compromise Agreement" entered into in 1885, and five causes of action sounding in tort, including claims based on strict liability, negligence, res ipsa loquitur, trespass and

nuisance. A seventh cause of action requested injunctive relief, compelling defendants to restore the level of Utah Lake to a specified elevation.

This action is but the latest installment in a century of controversy and litigation surrounding the level of Utah Lake and the effect of dams and obstructions erected and maintained in the Jordan River. See e.g., Salt Lake City, et al. v. Colladge, et al., 45 P. 891 (Utah 1896); Salt Lake City, et al. v. Utah Lake Farmers Association, et al., 286 P.2d 773 (Utah 1955). Many of the issues in this case were first addressed in the 1885 Compromise Agreement that initially granted rights to certain of the defendants in this action to store water in Utah Lake up to a specified elevation by means of the then existing "Old Dam" situated in the Jordan Narrows without liability for flooding occasioned thereby, and called for the dredging of the Jordan River and for the construction and maintenance of a "New Dam" in the Jordan River at a specified location for the purpose of storing water in Utah Lake up to the elevation specified therein for future use. In approximately 1902, the "New Dam" was replaced by control gates erected at the outlet of Utah Lake. In approximately 1914, the now existing "Turner Dam" comprising a diversion and regulating dam, was constructed in the Jordan Narrows and the "Old Dam" was removed. The Compromise Agreement also provided for the appointment of a

Board that was empowered to direct when and to what extent obstructions might be placed in the water way of the "New Dam."

The parties do not fully agree as to the effect, if any, of the 1885 Compromise Agreement. Nor is there agreement as to who may be bound by that agreement or what actions, if any, it requires. Nevertheless, the parties hereby agree and stipulate that flood waters in Utah Lake and in the Jordan River shall hereafter be managed solely pursuant to the Utah Lake and Jordan River Operating Procedures and Flood Management Document or the Modified Operating Procedures or the Alternate Operating Procedures, whichever applies as hereinafter set forth, rather than the 1885 Compromise Agreement or any other understanding or practice. The parties' adoption of the Utah Lake and Jordan River Operating Procedures and Flood Management Document is conditioned, however, upon the approval thereof by the Utah State Engineer and the appropriation of funds by the Legislature of the State of Utah for and the completion of the necessary construction to dredge and lower the Jordan River channel between the outlet of Utah Lake and Turner Dam; construct a new outlet structure and control gates at the outlet of Utah Lake to provide control for an increased outlet capacity; and construct new facilities or modify existing facilities along the Jordan River for the regulation, diversion and delivery of the quantities of water to which the respective water rights owner;

are entitled. In the event that the Utah State Engineer does not approve said Document or in the event he approves the same and thereafter withdraws his approval, the parties hereby adopt the Modified Operating Procedures as hereinafter set forth. In the event that the Legislature of the State of Utah does not appropriate the funds and the works are not constructed as provided above, the parties hereby adopt the Alternate Operating Procedures as hereinafter set forth. In any event, the parties agree that in all other respects this Judgment shall become final and be of full force and effect immediately upon its entry.

Plaintiffs initiated this action on their own behalf and on behalf of a class of persons or entities who are similarly situated and who have allegedly suffered damages by reason of the flooding of Utah Lake. The Court finds that the persons and entities belonging to the class are so numerous that it is impracticable to join all of them in this action; that there are questions of law or fact common to the class; that the claims of the representative parties plaintiff are typical of the claims of the class; and that the named plaintiffs fairly insure adequate protection of the interests of all members of the class.

The Court further finds that the object of this action is an adjudication of claims which affect all real property and

improvements thereon situated within, under and adjacent to Utah Lake, both above and below Compromise Level as hereinafter defined, resulting from the accumulation of water or the storage of water in Utah Lake and the releases and diversions of water therefrom and that the members of the class are the owners of such real property and improvements thereon or interests therein.

The Court further finds that the class action is superior to other available methods for the fair and efficient adjudication of this controversy; that this Judgment is a compromise settlement of all claims of the parties with no payment of money damages to plaintiffs and the Court finds that the compromise settlement is fair and reasonable and hereby approves the same.

The Court further finds that this Judgment and its immediate entry herein are for the best interests of the parties and all members of the class and for the best interests of the public and that notice to all members of the class should be given in the manner and for the purposes hereinafter set forth.

Based upon the foregoing as stipulated and agreed to by all of the parties hereto by and through their respective attorneys of record, it is hereby

ORDERED, ADJUDGED, AND DECREED:

1. Compromise Level, as originally provided for in the 1885 Compromise Agreement and as hereinafter provided for, be

and is hereby fixed as the mean sea level elevation of Utah Lake of 4489.045 feet, United States Coast and Geodetic Survey datum, adjusted 1929, measured at the outlet of Utah Lake during calm (no wind) conditions, without regard to any prior or existing monuments.

2. The complaint of plaintiffs against the defendants be and the same is hereby dismissed with prejudice and on the merits.

3. The Jordan River channel is and shall continue to be a natural channel after dredging and except for the responsibility of plaintiff Utah County and defendant Salt Lake County hereinafter provided for, neither the defendants nor the plaintiffs, either individually or collectively, have any duty or obligation to clean, maintain or repair the Jordan River channel either before or after dredging. Provided, that after dredging, plaintiff Utah County shall have the responsibility to clean, maintain and repair that segment of the Jordan River channel situated within Utah County and defendant Salt Lake County shall have the responsibility to clean, maintain and repair that segment of the Jordan River channel situated within Salt Lake County, so as to provide sufficient carrying capacity in the Jordan River channel through their respective counties to convey the waters in accordance with and as provided for in the Utah Lake and Jordan River Operating Procedures and Flood Management Document hereinafter set forth in paragraph 9.

4. The Turner Dam as presently existing in the Jordan River at the Jordan Narrows is not an obstruction to the free flow of water in the Jordan River and/or from Utah Lake and the regulation of the gates at Turner Dam has not and does not affect the storage of water in Utah Lake and has not and does not obstruct or impede the flow of water out of Utah Lake or in the Jordan River. In the event that the dredging of the Jordan River as provided for in paragraph 8 hereinafter shall cause the regulation of the gates at Turner Dam to affect the outflow of water from Utah Lake, defendants, excepting Salt Lake County, shall have the right to at all times cause the gates at Turner Dam to be operated so as to regulate, divert and deliver those quantities of water to which the respective defendants are entitled without regard to the effect thereof, if any, on the outflow of water from Utah Lake.

5. Defendants, excepting Salt Lake County, be and are hereby adjudged to be the owners of perpetual rights to at all times utilize and maintain Utah Lake as a permanent reservoir to impound and store water therein from any and all sources, both within and without the Utah Lake drainage, up to and including Compromise Level and to release, pump and discharge the waters so stored, as said defendants and each of them shall determine, for any and all uses and purposes, both present and future, in accordance with their respective water rights.

6. Defendants, excepting Salt Lake County, be and are hereby adjudged to be the owners of perpetual easements upon, in, over and across all lands, improvements and appurtenances embraced within or under Utah Lake situated at or below Compromise Level owned or claimed by plaintiffs, their successors and assigns and all members of the class, their successors and assigns, to impound and store waters in Utah Lake and to release, pump and discharge the waters so stored in accordance with and as provided for in the preceding Paragraph 5.

7. Defendants, excepting Salt Lake County, be and are hereby adjudged to be the owners of perpetual rights to in any manner affect, without liability, all remaining lands, improvements and appurtenances adjoining Compromise Level of Utah Lake owned or claimed by plaintiffs, their successors and assigns and all members of the class, their successors and assigns which might result from the exercise by said defendants of their rights as provided for in Paragraph 5 hereinabove.

8. The Utah Lake and Jordan River Operating Procedures and Flood Management Document as set forth verbatim in the following paragraph 9 and the responsibilities of the Utah State Engineer set forth therein shall not become effective or operative unless and until the Utah State Engineer approves the same and the Utah State Legislature appropriates sufficient funds for and the necessary construction is completed to

(a) dredge and lower the Jordan River channel from Utah Lake to the Turner Dam in the Jordan Narrows; and

(b) construct new outlet works at Utah Lake equipped with gates to control the discharge of water from Utah Lake into Jordan River; and

(c) construct new or modify existing water diversion facilities in the Jordan River for the regulation, diversion and delivery of the quantities of water to which the respective water rights owners are entitled

all in substantial compliance with the Utah Lake Jordan River Flood Management Program, Phase I, as submitted by CH₂M Hill and/or as officially amended, a copy of which is filed herein. Provided however, that the approval by the Utah State Engineer hereinabove provided for may be conditional and the Utah State Engineer thereafter may withdraw his approval for non-compliance with the conditions of his approval. In all other respects this Judgment shall become final and be of full force and effect immediately upon its entry.

9. The Utah Lake and Jordan River Operating Procedures and Flood Management Document provided for in the next preceding paragraph 8, be and the same is hereby adopted and is incorporated into this Judgment as follows:

UTAH LAKE AND JORDAN RIVER OPERATING PROCEDURES
AND FLOOD MANAGEMENT DOCUMENT

Objective:

To decrease adverse impacts from flood waters in Utah Lake and in the Jordan River without interfering with existing water rights.

Definitions:

- A. Compromise Level - the mean sea level elevation of Utah Lake of 4489.045 feet, United States Coast and Geodetic Survey datum, adjusted 1929, measured at the outlet of Utah Lake during calm (no wind) conditions.
- B. State Engineer - the Utah State Engineer or his duly authorized representative.
- C. Control Gates - gates at the outlet of Utah Lake to control the discharge of water from Utah Lake into Jordan River.
- D. Turner Dam - existing diversion and regulating dam in Jordan River at Jordan Narrows equipped with diversion and regulating gates.
- E. Flood Control Director - the Salt Lake County Flood Control Director or in his absence his duly authorized representative or as such officers hereafter may be designated by the Salt Lake County Commission.
- F. Utah County Engineer - the duly elected Utah County Engineer or his deputy or in their absence a duly authorized representative or as such officers hereafter may be designated by the Utah County Commission.

Operating Procedures:

1. Whenever the level of Utah Lake is at or below Compromise Level the Control Gates shall be closed except as shall be necessary for the State Engineer to cause the waters and water rights of Utah

Lake and Jordan River to be administered so as to release, regulate, divert and deliver the quantities of water to which the respective water rights owners are entitled.

2. Whenever the level of Utah Lake is above Compromise Level, the Control Gates shall be fully opened except that the State Engineer shall cause the Control Gates to be regulated so as to limit the discharge of water from Utah Lake into Jordan River to those flows which, when augmented by downstream accretions, shall not exceed a combined flow of 3400 cubic feet per second (cfs) in the Jordan River at 2100 South in Salt Lake County, said location being immediately upstream from the Surplus Canal diversion structure.

3. The State Engineer shall cause the gates at Turner Dam to be regulated so that whenever the water surface elevation of Utah Lake is above Compromise Level, the water level in the Jordan River on the upstream side of Turner Dam does not exceed the level required to regulate, divert and deliver those quantities of water to which the respective water rights owners are entitled.

4. In the event that the Flood Control Director after consultation with the State Engineer and the Utah County Engineer or either of them if the other shall not be immediately available, shall determine that the anticipated accretions to the Jordan River will cause the combined flow of the Jordan River to exceed 3400 cfs at 2100 South in Salt Lake County, the State Engineer shall cause the Control Gates to be regulated so as to limit the releases of water from Utah Lake to those flows which, when combined with the anticipated accretions, will not exceed a combined flow of 3400 cfs at 2100 South in Salt Lake County until the Flood Control Director after consultation with the State Engineer and the Utah County Engineer or either of them if the other shall not be immediately available, determines otherwise. In the event that both the State Engineer and the Utah County Engineer shall not be immediately available for consultation as herein provided, the Flood Control Director shall have the temporary authority to regulate the Control Gates to accomplish such objective and such



temporary authority shall continue until such time as the State Engineer shall become available to cause the Control Gates to be regulated.

10. In the event that the Utah Lake and Jordan River Operating Procedures and Flood Management Document as set forth in paragraph 9 hereinabove shall not become effective and operative only by reason of the State Engineer not approving the same or having approved the same, the State Engineer thereafter withdraws his approval as provided for in paragraph 8 hereinabove, then and in that event the operation and management of the waters of Utah Lake shall be accomplished pursuant to and in accordance with the following Modified Operating Procedures with the Definitions set forth in the preceding paragraph 9 incorporated herein, to wit:

Modified Operating Procedures:

1. Whenever the level of Utah Lake is at or below Compromise Level the Control Gates shall be closed except as shall be necessary to cause the waters and water rights of Utah Lake and Jordan River to be administered so as to release, regulate, divert and deliver the quantities of water to which the respective water rights owners are entitled.

2. Whenever the level of Utah Lake is above Compromise Level, the Control Gates shall be fully opened except that the Flood Control Director shall cause the Control Gates to be regulated so as to limit the discharge of water from Utah Lake into Jordan River to those flows which, when augmented by downstream accretions, shall not exceed a combined flow of 3400 cubic feet per second (cfs) in the Jordan River at 2100 South in Salt Lake County, said location being immediately upstream from the Surplus Canal diversion structure.

3. The State Engineer shall cause the gates at Turner Dam to be regulated so that whenever the water surface elevation of Utah Lake is above Compromise Level, the water level in the Jordan River on the upstream side of Turner Dam does not exceed the level required to regulate, divert and deliver those quantities of water to which the respective water rights owners are entitled.

4. In the event that the Flood Control Director after consultation with the Utah County Engineer, shall determine that the anticipated accretions to the Jordan River will cause the combined flow of the Jordan River to exceed 3400 cfs at 2100 South in Salt Lake County, the Flood Control Director shall cause the Control Gates to be regulated so as to limit the releases of water from Utah Lake to those flows which, when combined with the anticipated accretions, will not exceed a combined flow of 3400 cfs at 2100 South in Salt Lake County until the Flood Control Director after consultation with the Utah County Engineer determines otherwise.

11. In the event that the Legislature of the State of Utah does not appropriate sufficient funds and the necessary construction is not completed as provided for in paragraph 8 hereinabove then and in that event the operation and management of the waters of Utah Lake shall be accomplished pursuant to and in accordance with the following Alternate Operating Procedures with the Definitions set forth in paragraph 9 hereinabove incorporated herein, to wit:

Alternate Operating Procedures:

1. Whenever the level of Utah Lake is at or below Compromise Level the Control Gates shall be closed except as shall be necessary to cause the waters and water rights of Utah Lake and Jordan River to be administered so as to release, regulate, divert and deliver the quantities of water to which the respective water rights owners are entitled.

2. Whenever the level of Utah Lake is above Compromise Level, the Control Gates shall be fully opened except when necessary to close the Control Gates to pump from Utah Lake into Jordan River those quantities of water to which the respective water rights owners are entitled or except that the Flood Control Director shall cause the Control Gates to be regulated so as to limit the discharge of water from Utah Lake into Jordan River to those flows which, when augmented by downstream accretions, shall not exceed the carrying capacity of the Jordan River Channel. In the event that the Flood Control Director after consultation with the Utah County Engineer, shall determine that the anticipated accretions to the Jordan River will cause the combined flow of the Jordan River to exceed the carrying capacity of the Jordan River channel, the Flood Control Director shall cause the Control Gates to be regulated so as to limit the releases of water from Utah Lake to those flows which, when combined with the anticipated accretions, will not exceed the carrying capacity of the Jordan River channel until the Flood Control Director after consultation with the Utah County Engineer determines otherwise.

3. In no event shall the Flood Control Director limit the releases of water from Utah Lake into Jordan River to less than those quantities of water to which the respective water rights owners are entitled.

12. The Utah Lake and Jordan River Operating Procedures and Flood Management Document as set forth in paragraph 9 hereinabove, upon becoming effective and operative as provided for in paragraph 8 hereinabove or the Modified Operating Procedures as set forth in paragraph 10 hereinabove or the Alternate Operating Procedures as set forth in paragraph 11 hereinabove, upon becoming operative as provided for therein, whichever occurs, shall supersede the 1885 Compromise Agreement and except for the granted rights, easements and servitudes as therein



provided, the said 1885 Compromise Agreement shall become null and void and of no further force or effect.

13. Notice of the entry of this Judgment shall be given to all members of the class by publication of notice of the substance thereof in a newspaper of general circulation in Utah County once each week for three successive weeks and fixing a time certain not less than forty-five (45) days after the first date of publication within which any member of the class may file a written petition with the clerk of the Court to be excluded from the class and setting forth the specific grounds therefor. The Court shall fix a time and place for the hearing of all petitions duly filed and the burden shall be on petitioners to show good cause why petitioners or any of them should not be bound by this Judgment. Upon the hearing thereof the Court shall make and enter its order accordingly. Any member of the class who shall not file a written petition within the time fixed shall be bound by this Judgment and thereafter shall be forever barred and estopped from contesting this Judgment or from asserting any claimed rights inconsistent therewith or contrary thereto.

14. This Judgment shall be binding upon and enforceable by and against all parties to this action and all members of the class as specified in the preceding paragraph 13, and as against any other person or entity this Judgment shall not be

construed as conferring upon them any benefits by contract or otherwise or as a limitation or waiver of any defense of governmental immunity by any governmental entity herein relating to or growing out of its performance or implementation of the provisions of this Judgment.

15. Each party shall bear its own costs.

DATED this 8th day of March, 1985.

BY THE COURT

Clay E. Balg
District Judge

The foregoing Judgment is hereby approved as to form and substance and for its immediate entry this 8th day of March, 1985.

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