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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UTAH TRANSIT AUTHORITY
C/O PROPERTY MANAGER
3600 S 700 W
SALT LAKE CITY UT 84130-0810
BY: DDK, DEPUTY - MI 22 P.

WHEN RECORDED, PLEASE RETURN TO:

Robert H. Hughes
Utah Transit Authority
Office of General Counsel
3600 South 700 West
Salt Lake City, Utah 84119

RECORDED

MAR 19 2012

CANAL RELOCATION AGREEMENT

CITY RECORDER

This CANAL RELOCATION AGREEMENT ("Agreement") is entered into the 19 day of February, 2012, by and among SALT LAKE CITY CORPORATION (the "City"), a municipal corporation, UTAH TRANSIT AUTHORITY ("UTA"), a public transit district organized pursuant to the laws of the State of Utah, and UNION PACIFIC RAILROAD COMPANY ("UPRR"), a Delaware corporation. The City, UTA and UPRR are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the City, UTA, and UPRR all own property interests and facilities in Sections 15 and 22, Township 4 South, Range 1 West, Salt Lake Base & Meridian, Salt Lake County, Utah (these sections are hereafter referred to as the "Jordan Narrows").

WHEREAS, the City acquired its property interests in the Jordan Narrows in the 1880s, pursuant to instruments referred to below, and has owned and operated the Jordan & Salt Lake Canal (the "Canal") through the Jordan Narrows continuously ever since (the City's property interests in the Jordan Narrows are hereafter referred to as the "Historic Canal Corridor");

WHEREAS, UPRR's predecessor in interest acquired its property interests in the Jordan Narrows in the 1880s, pursuant to instruments referred to below, and UPRR or its predecessors have owned and operated a railroad through the Jordan Narrows continuously ever since (UPRR's property interests in the Jordan Narrows are hereafter referred to as the "UP Rail Corridor");

WHEREAS, UTA is engaged in a project to construct and operate a commuter rail line from Salt Lake City to Provo, Utah (the "Project"), which rail line is planned to pass through the Jordan Narrows;

WHEREAS, as part of the Project, UTA purchased from UPRR a longitudinal strip of the west side of the UP Rail Corridor (UTA's property interests in the Jordan Narrows, acquired from UPRR, are hereafter referred to as the "UTA Rail Corridor");

WHEREAS, the Historic Canal Corridor and the UP and UTA Rail Corridors consist of linear or curvilinear strips, held either in fee or as easement interests, which Corridors overlap to some extent in the Jordan Narrows where the Canal and the railroad are located in close proximity to each other;

WHEREAS, as part of the Project, UTA needs to relocate the Canal to an alignment to the east of the existing earthen Canal, farther away from the UP railroad tracks, and UTA is constructing a new concrete box culvert along the relocated alignment, on property that UTA acquired to the east of the UP Rail Corridor;

WHEREAS, the Parties desire to accommodate the relocation of the Canal from its historic location, to a new location centered on the new concrete box culvert (such shifted or relocated canal corridor, which is more specifically defined below, is hereafter referred to as the "Relocated Canal Corridor");

WHEREAS, the Relocated Canal Corridor will overlap with the UP Rail Corridor and the UTA Rail Corridor in different locations, but to a much lesser extent, than did the Historic Canal Corridor;

WHEREAS, the intent of this Agreement is to effect all transfers of property interests necessary to shift the Canal and its corridor further away from the UP railroad tracks, without changing the parties' rights as between each other where the corridors continue to overlap.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Definition of Existing Property Interests. The Historic Canal Corridor, the UP Rail Corridor, and the UTA Rail Corridor are defined as follows:
 - a. Historic Canal Corridor. The City's property interests in the Jordan Narrows derive from the following instrument: that certain Indenture dated June 18, 1880, by and between Angus Cannon and the Corporation of Salt Lake City, recorded on June 30, 1880 in Book P, Page 590-591 of the official records of Salt Lake County. The "Historic Canal Corridor" means the property specifically described in said instrument, and is depicted on Exhibit A.1, attached hereto.
 - b. UP Rail Corridor. UPRR's property interests in the Jordan Narrows derive from the following instrument: that certain Deed dated November 1, 1889, by and between Angus Cannon and Sarah M Cannon, on the one hand, and the Rio Grande Western Railway, on the other, recorded on November 5, 1889 in Book 313, Pages 417-419 of the official records of Salt Lake County. The "UP Rail Corridor" means the property specifically described in said instrument, less that portion subsequently conveyed to UTA, and is depicted on Exhibit A.1, attached hereto.

- c. UTA Rail Corridor. Other than the Additional Property, described below, UTA's property interests in the Jordan Narrows derive from the following instruments: that certain Quitclaim Deed recorded in the official records of Salt Lake County on September 9, 2002 in Book 8651, Pages 3988-4013, as Entry 8360002; and that certain Quitclaim Deed recorded in the official records of Salt Lake County on December 28, 2009 in Book 9792, Pages 379-410, as Entry 10867403. The "UTA Rail Corridor" means the property specifically described in said instruments, and is depicted on Exhibit A.1, attached hereto.
 - d. Additional Property. The "Additional Property" was acquired by UTA to accommodate the relocated canal to the east of the existing canal, and is more particularly depicted on Exhibit A.1, attached hereto.
 2. Existing Relationship of Corridors. Prior to the execution of this Agreement, the spatial and legal relationship of the three corridors is as follows:
 - a. Spatial Relationship. The Historic Canal Corridor overlaps with the UP Rail Corridor and the UTA Rail Corridor as depicted on Exhibit A.1, attached hereto. Such area of overlap is referred to as the "Historic Overlap Area", and is separately depicted on Exhibit A.2, attached hereto.
 - b. Legal Relationship. The parties' rights with respect to their respective corridors, and specifically their rights as against each other in the Historic Overlap Area, are defined by legal effect of: (i) the instruments identified in paragraph 1, supra; (ii) that certain Indenture dated December 20, 1881, by and between Salt Lake City Corporation and Denver and Rio Grande Western Railway, recorded April 30, 1883 in Book S, pages 637-640, in the official records of Salt Lake County; (iii) other pertinent instruments of record; and (iv) historic use of corridors by the parties and/or their predecessors. This Agreement does not seek to characterize the legal effect of such instruments and actions.
 3. Relocation of Canal Corridor. The parties agree to shift the Historic Canal Corridor to a new location through the Jordan Narrows. The new, relocated canal corridor (the "Relocated Canal Corridor") shall consist of a 66-foot wide corridor centered on the new box culvert to be constructed by UTA. In order to effect such relocation, the parties hereby intend this Agreement to make the following grants, conveyances, and quitclaims:
 - a. Conveyance of the Additional Property to the City. For good and valuable consideration, UTA hereby conveys and warrants (but only as against those claiming by, through, or under UTA) to the City, all of UTA's interest in the Additional Property, as such property is depicted on Exhibit B and described in Exhibit B.1.
 - b. Quitclaim of portions of Historic Canal Corridor to UP. For good and valuable consideration, the City hereby quitclaims to UP that portion of the Historic Canal Corridor which (i) lies within the UP Rail Corridor, and (ii) lies outside the Relocated Canal Corridor. Such area is depicted on Exhibit C hereto and described in Exhibit C.1.

- c. Quitclaim of portions of Historic Canal Corridor to UTA. For good and valuable consideration, the City hereby quitclaims to UTA those portions of the Historic Canal Corridor which (i) lie within the UTA Rail Corridor, and (ii) lie outside the Relocated Canal Corridor. Such areas are depicted on Exhibit D hereto and described in Exhibit D.1.
 - d. Relocation of Canal Corridor – UP Rail Corridor. For good and valuable consideration, UP hereby grants to the City the right to own, operate, and maintain the Canal on certain portions of the UP Rail Corridor that were not previously subject to the Historic Canal Corridor. The portions of the UP Rail Corridor burdened by this grant are depicted on Exhibit E hereto and described in Exhibit E.1. The scope of this grant shall be equivalent to the rights held by the City under that certain Indenture dated June 18, 1880, by and between Angus Cannon and the Corporation of Salt Lake City, recorded on June 30, 1880 in Book P, Page 590-591 of the official records of Salt Lake County.
 - e. Relocation of Canal Corridor – UTA Rail Corridor. For good and valuable consideration, UTA hereby grants to the City the right to own, operate, and maintain the Canal on certain portions of the UTA Rail Corridor that were not previously subject to the Historic Canal Corridor. The portions of the UTA Rail Corridor burdened by this grant are depicted on Exhibit F hereto and described in Exhibit F.1. The scope of this grant shall be equivalent to the rights held by the City under that certain Indenture dated June 18, 1880, by and between Angus Cannon and the Corporation of Salt Lake City, recorded on June 30, 1880 in Book P, Page 590-591 of the official records of Salt Lake County.
 - f. Further Assurances. Each party agrees to execute any and all documents and to perform such other acts as may be necessary or expedient to further the purposes of this Agreement and the transactions contemplated hereby. This provision shall survive the recordation of this Agreement.
4. New Relationship of Corridors. The Relocated Canal Corridor consists of a 66-foot wide corridor more particularly depicted on Exhibit G and described on Exhibit G.1. Following the execution of this Agreement, the spatial and legal relationship of the three corridors is as follows:
- a. Spatial Relationship. The Relocated Canal Corridor overlaps with the UP Rail Corridor and the UTA Rail Corridor as depicted on Exhibit G, attached hereto. Such area of overlap is referred to as the “New Overlap Area.”
 - b. Legal Relationship. The parties’ rights with respect to their respective corridors as shown in their locations on Exhibit G, and specifically their rights as against each other in the New Overlap Area, are the same as described under paragraph 2.b, supra. The Parties intend that where the UP Rail Corridor and/or the UTA Rail Corridor overlap with the Relocated Canal Corridor, the Parties rights as between each other will not be changed by this Agreement. In other words, the Parties intend by this Agreement only to relocate the City’s property interests vis a vis UPRR and UTA, not to change them in any way. That said, the parties do desire to clarify that UP shall have the right to place fill material

within the UP Rail Corridor, so long as such fill does not unreasonably interfere with the City's use or operation of the Canal.

5. Ethical Standards. UTA and UP each represent that they have not: (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.
6. Miscellaneous.
 - a. Incorporation of Recitals and Exhibits. The above Recitals and the Exhibits to this Agreement are hereby incorporated into this Agreement.
 - b. Recordation. This Agreement shall be recorded in the real property records of Salt Lake County.
 - c. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the relocation of the City's property interests related to the Canal in the Jordan Narrows, as contemplated by this Agreement, and no statements, promises, or inducements made by either party or agents of either party that are not contained in this Agreement shall be binding or valid.
 - d. Amendments. This Agreement may only be amended by a written document signed by each of the parties.
 - e. Attorneys' Fees and Court Costs. In the event that any party shall bring or commence an action to enforce the terms and conditions of this Agreement or to obtain damages against the other party arising from any default under or violation of this Agreement, then the prevailing party shall be entitled to and shall be paid reasonable attorneys' fees and court costs relating thereto.
 - f. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.
 - g. Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

h. Applicable Law; Forum. This Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Utah without regard for that state's principles of conflict of law. The District Court of Salt Lake County, Utah shall have exclusive jurisdiction and venue over any legal action arising under this Lease.

i. Headings. Any headings contained herein shall be solely for convenience of reference and shall not constitute a part hereof, nor shall they be interpreted to affect the meaning of any provision hereof.

Signed and delivered this _____ day of MAR 19 2012, 2012.

RECORDED

RECORDED

MAR 19 2012

CITY RECORDER



CITY RECORDER

SALT LAKE CITY CORPORATION

ATTEST AND COUNTERSIGN:



Ralph Becker
Mayor



Christina A. Keefe
City Recorder

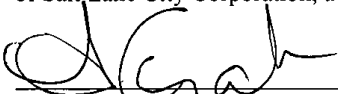
APPROVED AS TO FORM
Salt Lake C. _____
Date 3/13/12
BY ERL

STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

On this 16 day of March, 2012, personally appeared before me Ralph Becker who being by me duly sworn did say that he is the Mayor of Salt Lake City, and _____ in their capacities as Mayor and Chief Deputy Recorder respectively, of Salt Lake City Corporation, a municipal corporation of the State of Utah.



NOTARY PUBLIC
My Commission Expires:



Attest:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

C. J. Meyer
Assistant Secretary

By: Tony K Love
Name: TONY K. LOVE
Title: Assistant Vice President - Real Estate

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On February 28, 2012, before me, a Notary Public in and for said County and State, personally appeared Tony K Love and C. J. Meyer who are the Assistant Vice Presidents and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which persons acted, executed the instrument.

WITNESS my hand and official seal.

Susan Hroner
Notary Public

(Seal)



UTAH TRANSIT AUTHORITY,
a public transit district of the State of Utah

By: Mary DeLoretto
Name: Mary DeLoretto
Title: Acting CEO

By: Michael A. Allegra
Name: Michael A. Allegra
Title: General Manager

APPROVED AS TO FORM:

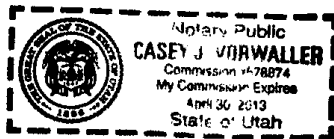
By: [Signature]

STATE OF UTAH)
) ss.
County of Salt Lake)

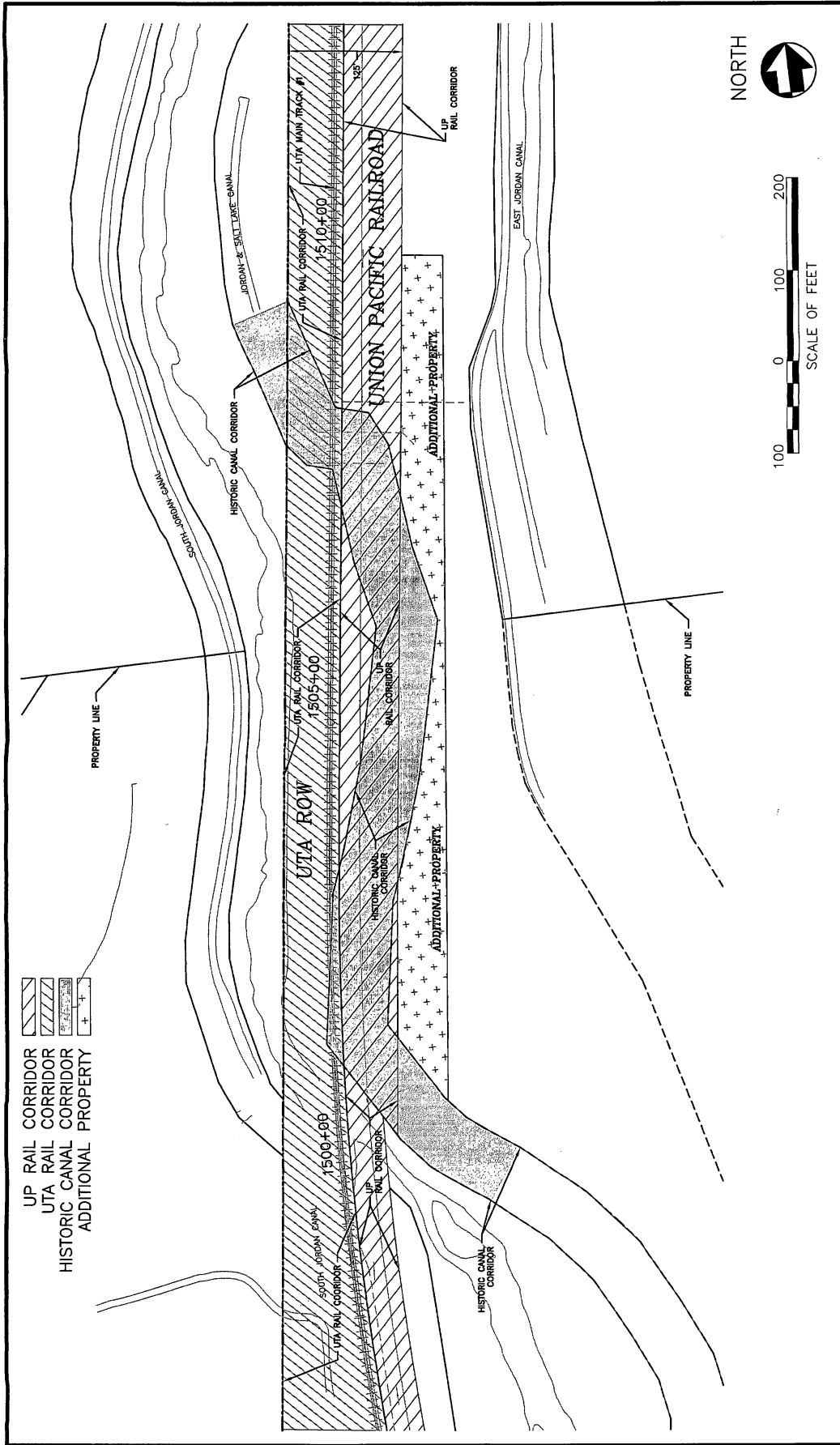
On July 15, 2012, before me, a Notary Public in and for said County and State, personally appeared Mary DeLoretto and Michael Allegra who are the Acting CEO and General Manager of UTAH TRANSIT AUTHORITY, a public transit district organized under Title 17B, Chapter 2a, Part 8, Utah Code Annotated 1953, as amended, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)



Casey J. Virwaller
Notary Public



REV	DATE	DESCRIPTION
Δ		

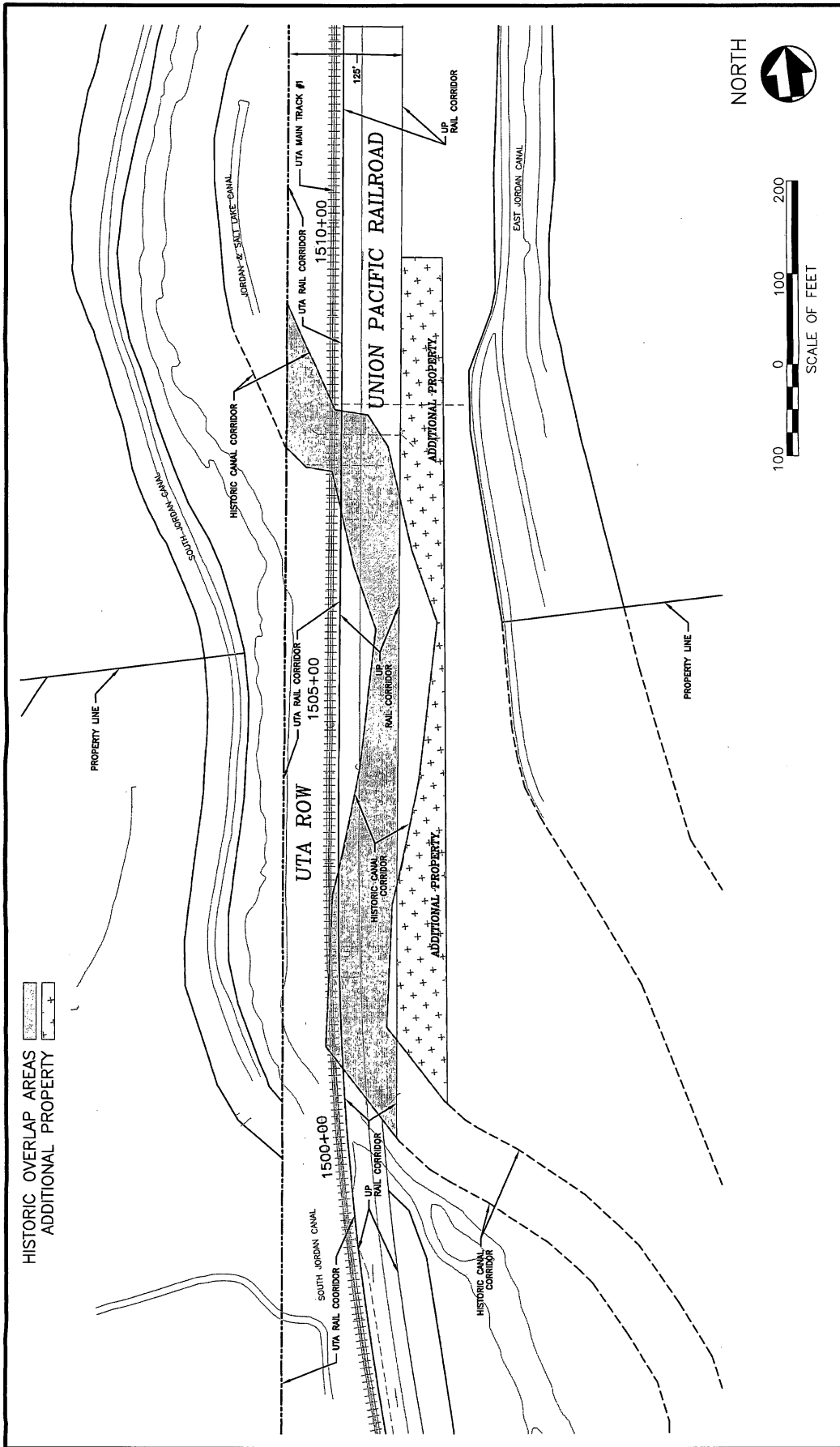
EXHIBIT A.1

PROVO TO SALT LAKE FRONT RUNNER

JORDAN AND SALT LAKE CANAL RE-ALIGNMENT BLUFFDALE

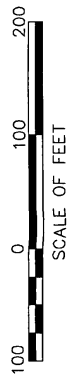
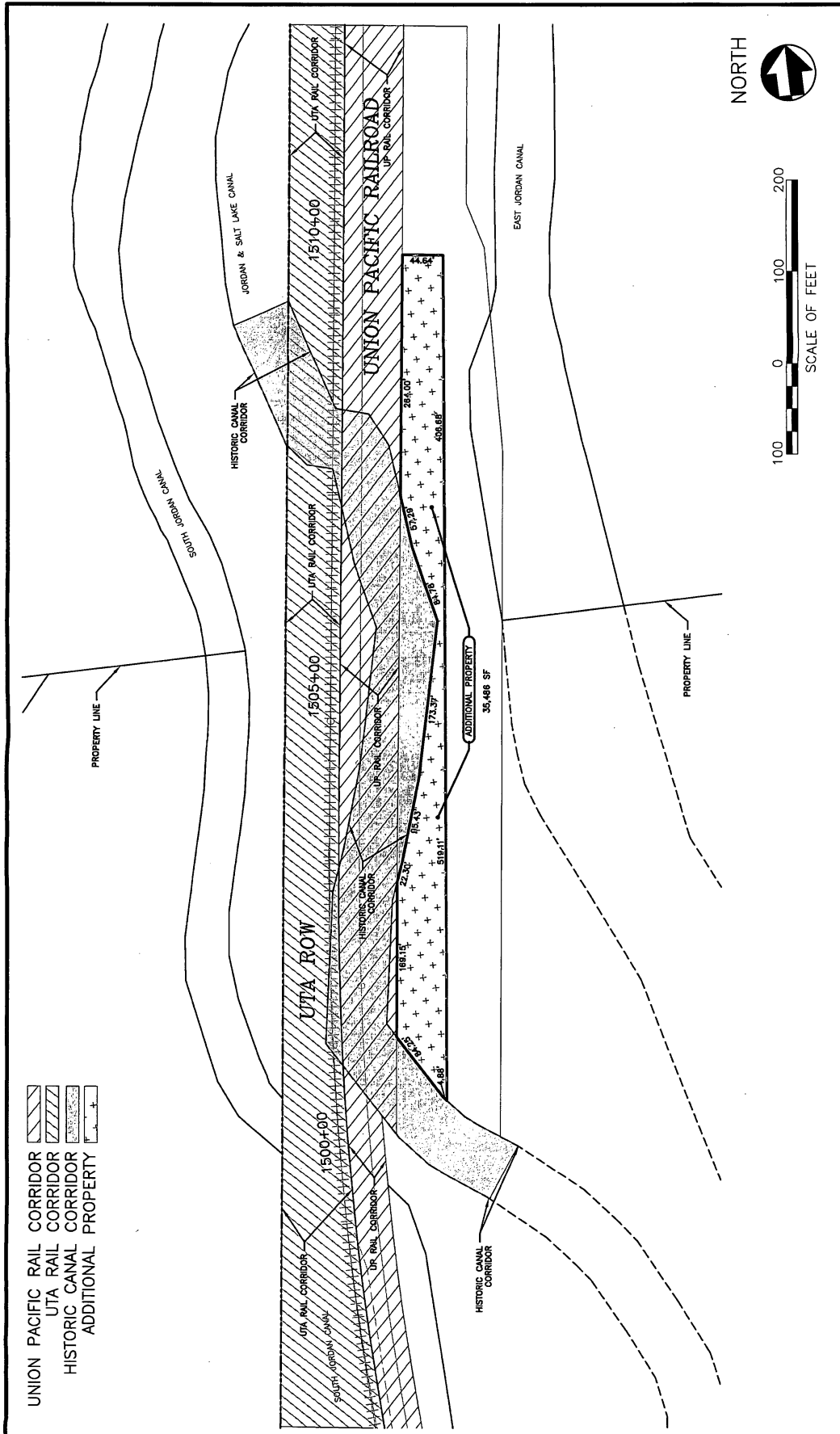
STA 1497+00 TO STA 1512+00

SCALE: 1" = 100'	DESIGNED BY:
GOOD FOR: 60 DAYS	DRAWN BY:
DATE: 11/17/2010	CHECKED BY:
DRAWING NO: BLU-NARROWS	APPROVED BY:
SHEET NO:	EXISTING CONDITIONS



REV	DATE	DESCRIPTION					
EXHIBIT A.2			PARSONS P S O M A S				
JORDAN AND SALT LAKE CANAL RE-ALIGNMENT BLUFFDALE			PROVO TO SALT LAKE FRONT RUNNER		STA 1497+00 TO STA 1512+00		
			DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY	SCALE OF FEET
			100 0 100 200		NORTH		
			1" = 100'		SHEET NO. 8PAR020300 SUBMITTAL DATE 11/17/2010 DRAWING NO. BLU-NARROWS SHEET NO. EXISTING CONDITIONS		

-  UNION PACIFIC RAIL CORRIDOR
-  UTA RAIL CORRIDOR
-  HISTORIC CANAL CORRIDOR
-  ADDITIONAL PROPERTY



REV	DATE	DESCRIPTION		PARSONS PSOMAS	EXHIBIT B	PROVID TO SALT LAKE FRONT RUNNER JORDAN AND SALT LAKE CANAL RE-ALIGNMENT BLUFFDALE STA 1497+00 TO STA 1512+00	SCALE 1" = 100'	DRAWN BY 8PAR020300	REVISION DATE 11/17/2010	DRAWING NO. BLU - NARROWS 1	SHEET NO. BLUFFDALE NARROWS 1
Δ							APPROVED BY	CHECKED BY	DESIGNED BY	DRAWN BY	

Exhibit B.1

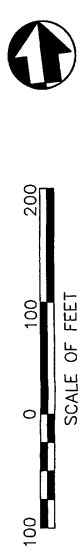
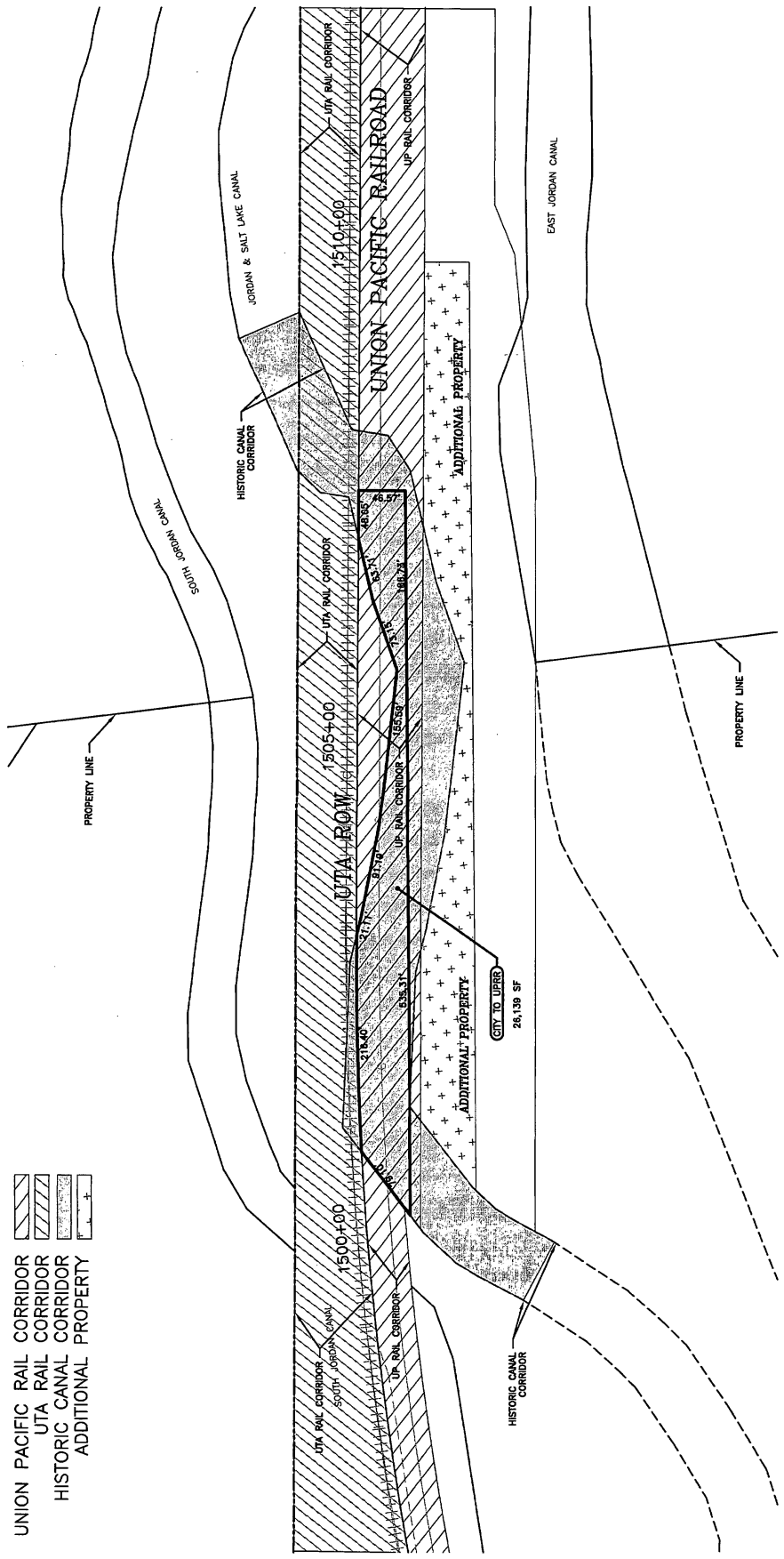
ADDITIONAL PROPERTY LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SE ¼ OF SECTION 15, AND NE ¼ OF SECTION 22, T. 4 S., R. 1 W., S.L.B. & M. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 15, SAID POINT BEING. 911.41 FEET N.89°57'42"W. ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 15, AND RUNNING THENCE S.06°39'53"W. 519.11 FEET; THENCE N.40°51'17"W. 4.88 FEET; THENCE N.30°58'53"W. 84.25 FEET; THENCE N.07°02'42"E. 169.15 FEET; THENCE N.21°02'52"E. 22.30 FEET; THENCE N.18°10'50"E. 95.43 FEET; THENCE N.13°41'27"E. 173.37 FEET; THENCE N.12°14'27"W. 84.78 FEET; THENCE N.06°03'11"W. 57.29 FEET; THENCE N.07°26'36"E. 264.00 FEET; THENCE S.82°33'24"E. 44.64 FEET; THENCE S.06°39'53"W. 406.68 FEET TO THE POINT OF BEGINNING.

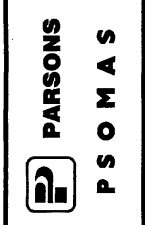
THE ABOVE DESCRIBED PARCEL CONTAINS 35,486 SQUARE FEET IN AREA OR 0.815 ACRES.

-  UNION PACIFIC RAIL CORRIDOR
-  UTA RAIL CORRIDOR
-  HISTORIC CANAL CORRIDOR
-  ADDITIONAL PROPERTY



REV	DATE	DESCRIPTION

EXHIBIT C



PROVO TO SALT LAKE FRONT RUNNER
JORDAN AND SALT LAKE CANAL RE-ALIGNMENT
BLUFFDALE
STA 1497+00 TO STA 1512+00

SCALE 1" = 100'
 OHP PER 620300
 REVISION DATE 11/17/2010
 DRAWING NO. BLU - NARROWS 2
 SHEET NO. BLUFFDALE NARROWS 2

Exhibit C.1

CITY TO UPRR LEGAL DESCRIPTION

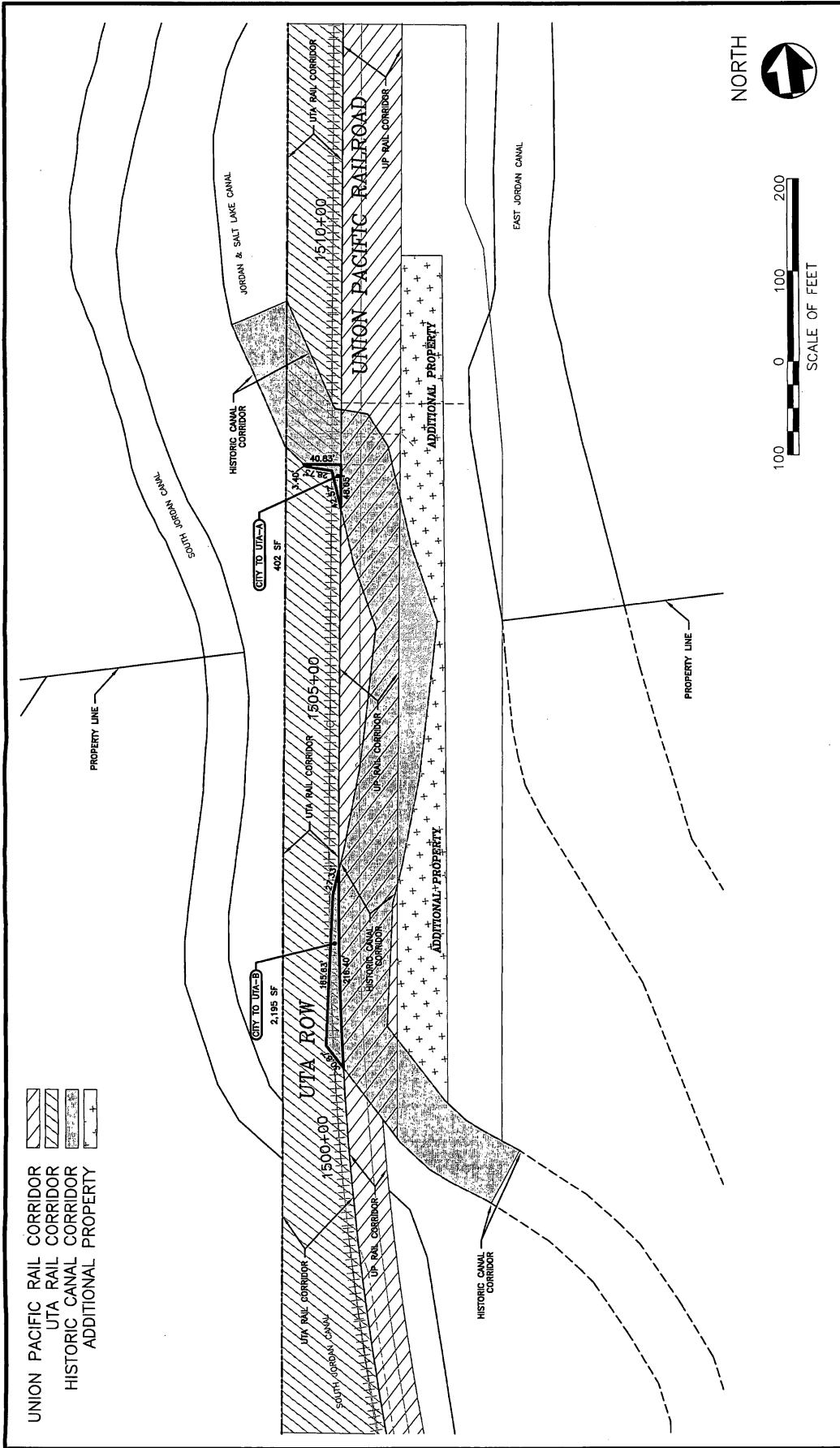
A PARCEL OF LAND SITUATE IN THE SE ¼ OF SECTION 15, AND NE ¼ OF SECTION 22, T. 4 S., R. 1 W., S.L.B. & M. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 15, SAID POINT BEING 977.86 FEET N.89°57'42"W. ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SAID SECTION 15, AND RUNNING THENCE S.06°39'53"W. 535.31 FEET; THENCE N.30°58'53"W. 79.10 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 3,378.66 FEET RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY 216.40 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°40'11", (NOTE: CHORD BEARS N.05°41'32"E. FOR A DISTANCE OF 216.37 FEET); THENCE N.21°02'52"E. 21.11 FEET; THENCE N.18°10'50"E. 91.19 FEET; THENCE N.13°41'27"E. 155.59 FEET; THENCE N.12°14'27"W. 73.15 FEET; THENCE N.06°03'11"W. 63.71 FEET; THENCE N.07°27'04"E. 48.05 FEET; THENCE S.82°39'36"E. 46.57 FEET; THENCE S.06°39'53"W. 186.73 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 26,139 SQUARE FEET IN AREA OR 0.600 ACRES.

Canal Relocation Agreement

BK 10004 PG 4941



- UNION PACIFIC RAIL CORRIDOR
- UTA RAIL CORRIDOR
- HISTORIC CANAL CORRIDOR
- ADDITIONAL PROPERTY

REV	DATE	DESCRIPTION					
			PROVO TO SALT LAKE FRONT RUNNER JORDAN AND SALT LAKE CANAL RE-ALIGNMENT BLUFFDALE STA 1497+00 TO STA 1512+00				
			SCALE: 1" = 100'	SHEET NO. 3A-35	DRAWING DATE: 11/17/2010	REVISION DATE: 11/17/2010	SHEET NO. 3A-35
			DESIGNED BY:	DRAWN BY:	CHECKED BY:	APPROVED BY:	BLUFFDALE MARSHES 3A-35

Exhibit D.1

CITY TO UTA-A LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SE ¼ OF SECTION 15, T. 4 S., R. 1 W., S.L.B. & M. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1,008.71 FEET N.89°57'42"W. ALONG THE SECTION LINE AND 143.75 FEET N.00°02'18"E. FROM THE SOUTHEAST CORNER OF SAID SECTION 15 AND RUNNING THENCE N.06°03'11"W. 42.57 FEET; THENCE N.74°02'09"W. 28.73 FEET; THENCE N.39°21'30"W. 3.40 FEET; THENCE S.82°39'36"E. 40.83 FEET; THENCE S.07°27'04"W. 48.05 FEET TO THE POINT OF BEGINNING.


THE ABOVE DESCRIBED PARCEL CONTAINS 402 SQUARE FEET IN AREA OR 0.009 ACRES.

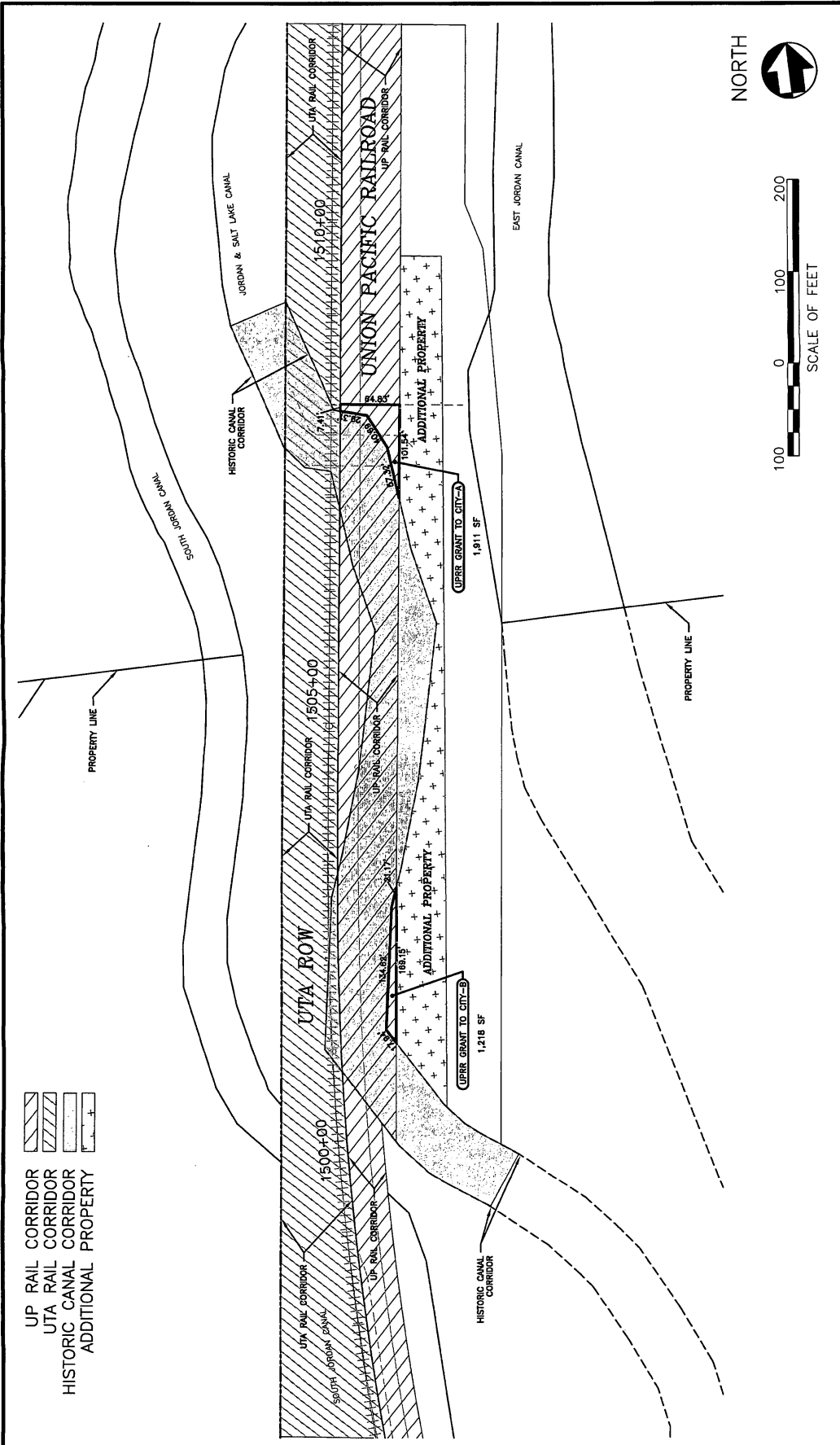
CITY TO UTA-B LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN THE NE ¼ OF SECTION 22, T. 4 S., R. 1 W., S.L.B. & M. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1,059.08 FEET N.89°57'42"W. ALONG THE SECTION LINE AND 248.63 FEET S.00°02'18"W. FROM THE NORTHEAST CORNER OF SAID SECTION 22, TO A POINT OF BEGINNING, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3,378.77 FEET; THENCE SOUTHERLY 216.40 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°40'11", (NOTE: CHORD TO SAID CURVE BEARS S.05°41'32"W. FOR A DISTANCE OF 216.37 FEET); THENCE N.30°58'53"W. 30.87 FEET; THENCE N.09°34'08"E. 165.63 FEET; THENCE N.21°02'52"E. 27.33 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2,195 SQUARE FEET IN AREA OR 0.050 ACRES.

-  UP RAIL CORRIDOR
-  UTA RAIL CORRIDOR
-  HISTORIC CANAL CORRIDOR
-  ADDITIONAL PROPERTY





<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">REV</th> <th style="width: 10%;">DATE</th> <th style="width: 80%;">DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	REV	DATE	DESCRIPTION										EXHIBIT E			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">DESIGNED BY</td> <td> </td> </tr> <tr> <td>CHECKED BY</td> <td> </td> </tr> <tr> <td>DATE</td> <td> </td> </tr> <tr> <td>APPROVED BY</td> <td> </td> </tr> </table>	DESIGNED BY		CHECKED BY		DATE		APPROVED BY		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">SCALE</td> <td>1" = 100'</td> </tr> <tr> <td>DATE</td> <td>11/17/10</td> </tr> <tr> <td>PROJECT NO.</td> <td>BLU-NARROWS 4A,4B</td> </tr> <tr> <td>SHEET NO.</td> <td>BLUFFDALE NARROWS 4A,4E</td> </tr> </table>	SCALE	1" = 100'	DATE	11/17/10	PROJECT NO.	BLU-NARROWS 4A,4B	SHEET NO.	BLUFFDALE NARROWS 4A,4E
REV	DATE	DESCRIPTION																															
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PROVO TO SALT LAKE FRONT RUNNER JORDAN AND SALT LAKE CANAL RE-ALIGNMENT BLUFFDALE STA 1497+00 TO STA 1512+00																																	

Exhibit E.1

UP GRANT TO CITY-A LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SE ¼ OF SECTION 15, T. 4 S., R. 1 W., S.L.B. & M. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 942.78 FEET N.89°57'42"W. ALONG THE SECTION LINE AND 147.92 FEET N.00°02'18"E. FROM THE SOUTHEAST CORNER OF SAID SECTION 15 AND RUNNING THENCE N.06°03'11"W. 57.32 FEET; THENCE N.26°03'50"W. 40.69 FEET; THENCE N.74°02'09"W. 29.31 FEET; THENCE N.07°27'04"E. 7.41 FEET; THENCE S.82°39'36"E. 64.83 FEET; THENCE S.07°26'36"W. 101.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1,911 SQUARE FEET IN AREA OR 0.044 ACRES.

UP GRANT TO CITY-B LEGAL DESCRIPTION

A PARCEL OF LAND IN THE NE ¼ OF SECTION 22, T. 4 S., R. 1 W., S.L.B. & M. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

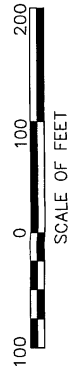
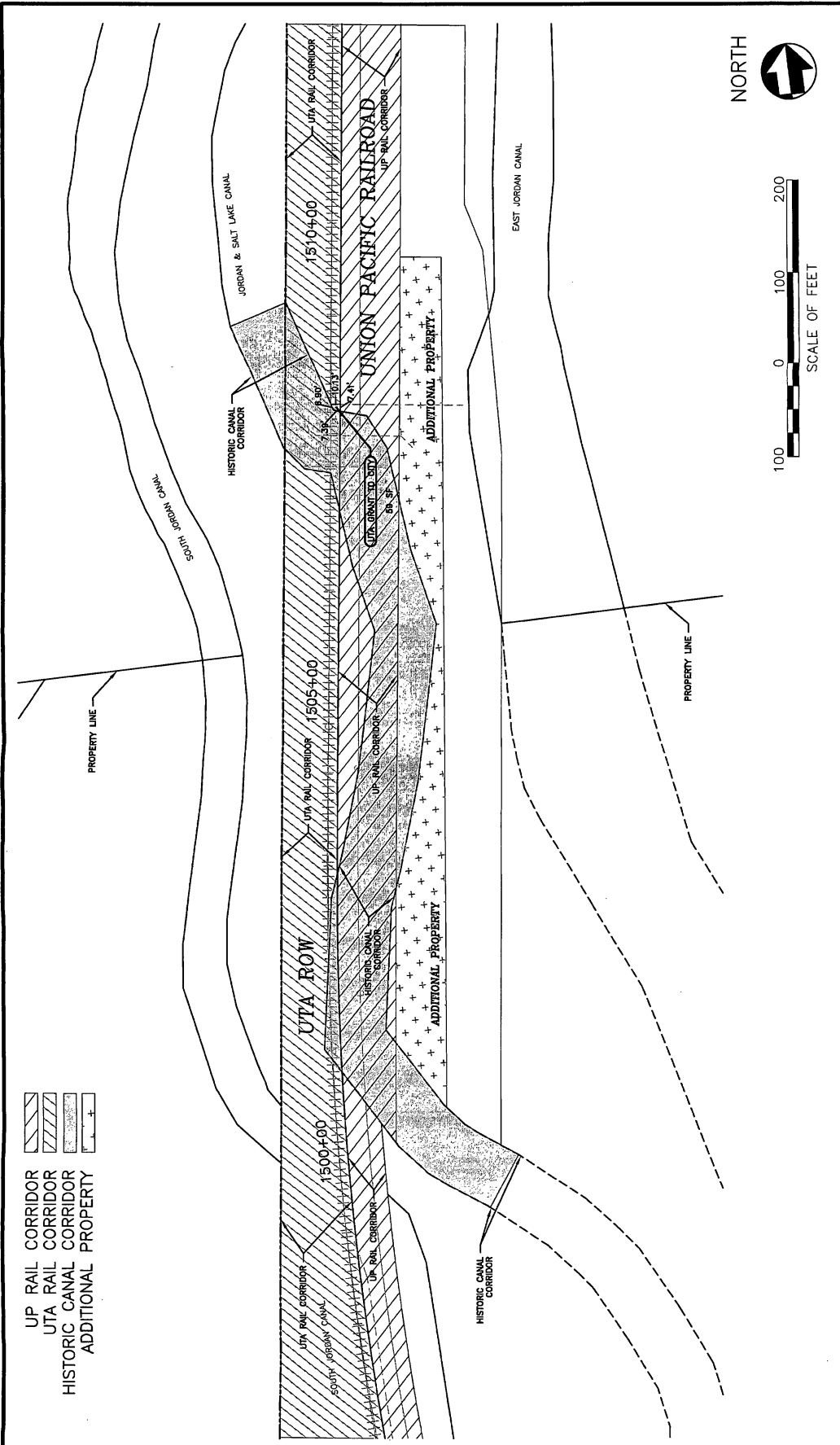
BEGINNING AT A POINT 997.29 FEET N.89°57'42"W. ALONG THE SECTION LINE AND 271.85 FEET S.00°02'18"W. FROM THE NORTHEAST CORNER OF SAID SECTION 22 AND RUNNING THENCE S.07°02'42"W. 169.15 FEET; THENCE N.30°58'53"W. 17.94 FEET; THENCE N.09°34'08"E. 134.62 FEET; THENCE N.21°02'52"E. 21.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1,218 SQUARE FEET IN AREA OR 0.028 ACRES.

Canal Relocation Agreement

BK 10004 PG 4945

-  UP RAIL CORRIDOR
-  UTA RAIL CORRIDOR
-  HISTORIC CANAL CORRIDOR
-  ADDITIONAL PROPERTY




REV	DATE	DESCRIPTION	PARSONS P S O M A S		EXHIBIT F		
△			PROVO TO SALT LAKE FRONT RUNNER		JORDAN AND SALT LAKE CANAL RE-ALIGNMENT		BLUFFDALE
			SCALE: 1" = 100'		PROJECT NO: RP/RC20300		SHEET NO: BLU-NARROWS 5
			DATE: 11/17/2010		DRAWING NO: BLU-NARROWS 5		SHEET NO: BLUFFDALE NARROWS 5
			DESIGNED BY: [blank]		CHECKED BY: [blank]		
			DRAWN BY: [blank]		APPROVED BY: [blank]		
			DATE: [blank]		DATE: [blank]		
			DATE: [blank]		DATE: [blank]		

Exhibit F.1

UTA GRANT TO CITY LEGAL DESCRIPTION

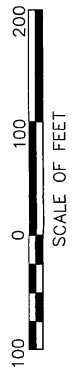
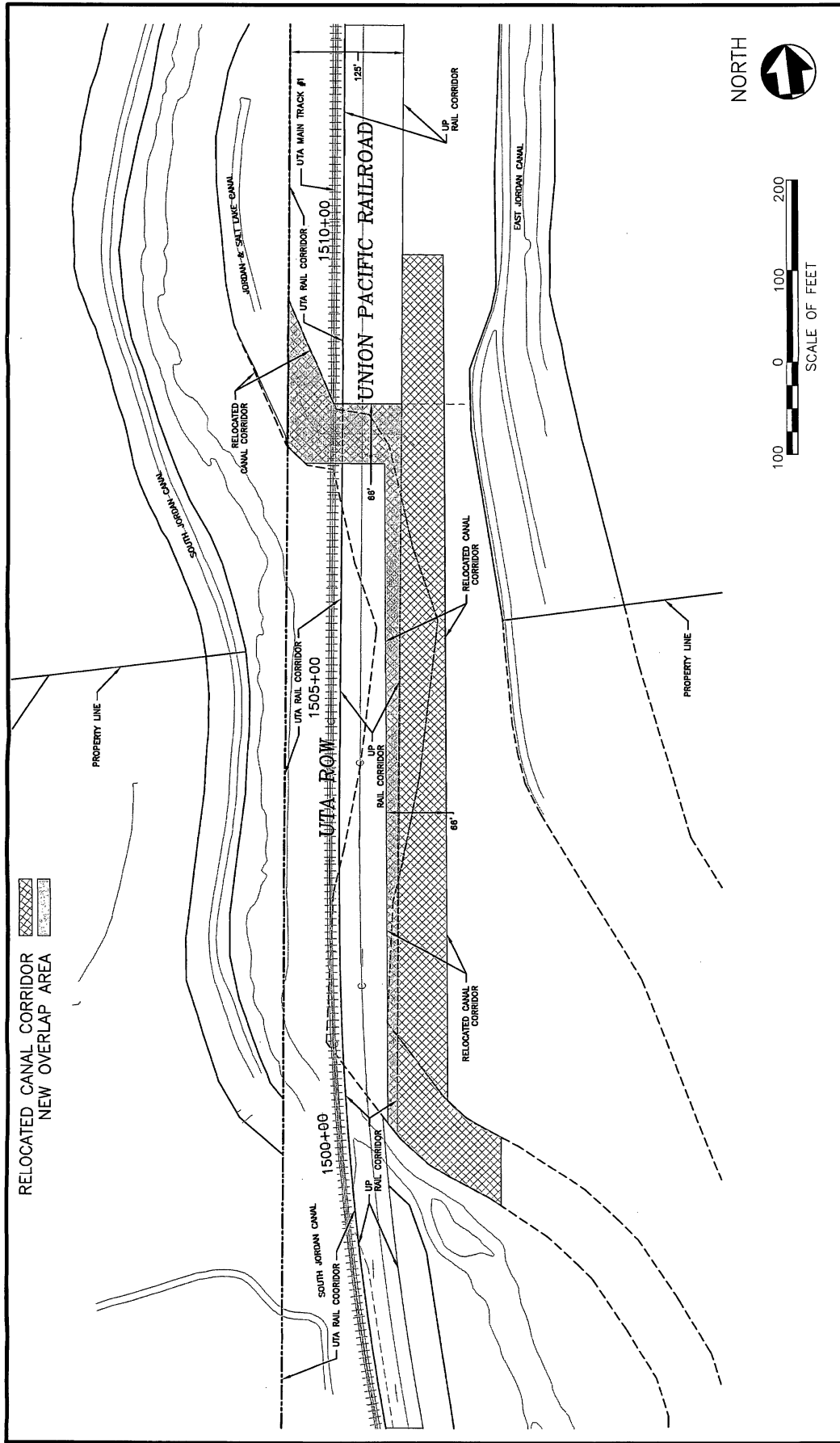
A PARCEL OF LAND SITUATE IN THE SE ¼ OF SECTION 15, T. 4 S., R. 1 W., S.L.B. & M. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 994.95 FEET N.89°57'42"W. ALONG THE SECTION LINE AND 249.50 FEET N.00°02'18"E. FROM THE SOUTHEAST CORNER OF SAID SECTION 15 AND RUNNING THENCE N.74°02'09"W. 7.39 FEET; THENCE N.16°41'51"W. 6.90 FEET; THENCE S.82°39'36"E. 10.13 FEET; THENCE S.07°27'04"W. 7.41 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 59 SQUARE FEET IN AREA OR 0.001 ACRES.

Canal Relocation Agreement

BK 10004 PG 4947



REV	DATE	DESCRIPTION
1		

PARSONS		P S O M A S

EXHIBIT G	
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PROVO TO SALT LAKE FRONT RUNNER	
JORDAN AND SALT LAKE CANAL RE-ALIGNMENT BLUFFDALE	
STA 1497+00 TO STA 1512+00	

SCALE: 1" = 100'
DATE: 11/22/2010
PROJECT: BLU - NARROWS
FINAL CONDITIONS

Exhibit G.1

Legal description of Relocated Canal Corridor

A CORRIDOR SIXTY SIX (66) FEET WIDE, BEING THIRTY THREE (33) FEET PERPENDICULARLY DISTANT EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, LYING AND SITUATE IN THE NORTHEAST QUARTER OF SECTION 22, AND THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND DESCRIBED AS FOLLOWS:

COMMENCING NORTH 89°57'42" WEST 1,002.05 FEET ALONG THE SECTION LINE AND SOUTH 00°02'18" WEST 527.38 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH 19°18'10" WEST 8.73 FEET; THENCE NORTH 06°39'53" EAST 725.10 FEET; THENCE NORTH 24°07'12" WEST 9.55 FEET; THENCE NORTH 51°52'33" WEST 9.55 FEET; THENCE NORTH 82°39'37" WEST 91.61 FEET; THENCE NORTH 49°40'55" WEST 10.00 FEET; THENCE NORTH 16°41'51" WEST 137.22 FEET TO THE POINT OF TERMINUS.