

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

11150703
 3/16/2011 8:12:00 AM \$35.00
 Book - 9911 Pg - 7332-7343
 Gary W. Ott
 Recorder, Salt Lake County, UT
 FIRST AMERICAN TITLE
 BY: eCASH, DEPUTY - EF 12 P.

Affecting Tax I.D. Nos.: 16-35-481-002, 16-35-481-003
UDOT Project: I-415-9(4) 297
UDOT Parcel: 215-9:5:2TAQ

COOPERATION AGREEMENT
 (SLA)

THIS COOPERATION AGREEMENT is entered into effective this 3rd day of March, 2011, between METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY (MWDSLS) and UTAH DEPARTMENT OF TRANSPORTATION (UDOT).

AGREEMENT PURPOSES

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

UDOT and MWDSLS are engaged in swapping parcels of land near 4100 South and I-215 in Salt Lake County. UDOT maintains an existing underground ATMS fiber optic line over a portion of both parcels. This agreement is intended to document UDOT's authorized use of the existing fiber optic line until it can be relocated. MWDSLS is willing to permit the described use of the described corridor, without warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of **all** warranties, MWDSLS specifically disclaims any warranty of title, and any warranty regarding the condition or fitness of the property in question for the intended uses by UDOT.

This Agreement is intended to document the fact that UDOT's described use of the portion of the MWDSLS's corridor, also described here, is acceptable to MWDSLS. This Agreement grants a non-exclusive right to UDOT to make only the described use of MWDSLS lands and interests in lands.

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

COURTESY RECORDING

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

BK 9911 PG 7332

AGREEMENT TERMS AND CONDITIONS

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

I. UDOT'S USE OF MWDSLS CORRIDOR.

- (A) Description of UDOT's use of MWDSLS corridor ("Project"):
UDOT has an interest in an existing underground ATMS fiber optic line across MWDSLS's SLA corridor. MWDSLS may mark the location of the existing underground fiber optic line with above-ground signs that are clearly visible.
- (B) Term:
This Cooperation Agreement shall continue for a period of twenty-five (25) years or until the existing underground fiber optic line is relocated. If the utility is not relocated at the end of five (5) years, MWDSLS may, at its sole option and cost, relocate the line as described below.
- (C) Location by Stationing:
Approximate SLA Station 0+60 from Inlet-Overflow-Bypass (IOB).
- (D) Legal Description of MWDSLS Lands or Interests in Lands UDOT Will Be Using:
A portion of Salt Lake Aqueduct Tract 469A, recorded as Entry 2302326, Book 2787, Page 355.
- (E) Plans, Drawings, Maps, Plats, etc. Attached and Incorporated Into This Agreement:
See attached Exhibit A.

II. WORK.

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

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

- (i) strictly comply with plans and specifications approved in writing by MWDSLS;
- (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;
- (iv) be conducted in a timely, careful, safe, workmanlike and professional manner;
- (v) be in all material respects consistent with the MWDSLS's Construction Standards, which are available on the MWDSLS website, WWW.mwdsls.org, and which terms are incorporated into this Agreement as if restated here.

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

(D) UDOT shall reimburse MWDSLS fully for all direct and reasonably related indirect costs reasonably incurred by MWDSLS in removing or correcting unacceptable work or materials within 90 days of receipt of an itemized invoice from MWDSLS for such costs. MWDSLS shall have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. MWDSLS 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 MWDSLS is intended to be for the benefit of UDOT, its contractors, suppliers, subcontractors, or their respective employees. Unless expressly stated in writing, any approval, observation, inspection or review by the MWDSLS shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications, applicable codes, ordinances or other legal requirements, or generally recognized trade or industry standards or recommendations, or a waiver of any such requirements. Notwithstanding the foregoing, if UDOT reasonably requests in advance that specific construction work inspections be made by or for MWDSLS for the purpose of reasonable sign-off and acceptance

by MWDSLS, for the benefit of UDOT gaining assurance of compliance with this Agreement, MWDSLS will act in good faith to provide such inspections. Costs will be reimbursed by UDOT. MWDSLS sign-off will be appropriately qualified, and limited to those construction criteria that are reasonably confirmable by MWDSLS.

III. MAINTENANCE OF UDOT'S IMPROVEMENTS.

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

(i) does not materially interfere with the ability of the MWDSLS to use, operate, repair, reconstruct, maintain, improve or modify any MWDSLS lands, interests in lands, works, improvements, equipment or facilities for MWDSLS's purposes as those purposes may from time to time change;

(ii) is reasonably safe and attractive; and

(iii) complies with all applicable codes, ordinances, other legal requirements and generally recognized written trade and industry standards and recommendations.

(B) MWDSLS may act reasonably and at its expense to have UDOT's improvements which are on MWDSLS lands or interests in lands inspected by qualified professionals.

(C) If after reasonable notice from MWDSLS, UDOT fails to correct any unacceptable condition of any of UDOT's work or Projects on MWDSLS lands or interests in lands, correction may be accomplished by MWDSLS, and UDOT shall reimburse MWDSLS fully for all direct and related indirect costs reasonably incurred in correcting such unacceptable condition within 90 days of receipt of an itemized invoice for such costs.

(D) MWDSLS reserves the right to require UDOT to relocate the existing fiber optic line if the fiber optic line is found to materially interfere with the operation, maintenance, repair or replacement of the SLA or other MWDSLS facilities.

(E) MWDSLS reserves the right to require UDOT to relocate the existing underground fiber optic line at MWDSLS' sole discretion. In the event MWDSLS chooses to have the existing underground fiber optic line relocated and such relocation is not due to a material interference with the operation, maintenance, repair or replacement of the SLA, the cost of the relocation shall be the sole responsibility of MWDSLS.

IV. COSTS ADVANCED.

Applicant agrees to pay the sum of \$1,500.00 to District to cover some or all of the costs to District for its initial engineering and/or other costs incurred for the review of plans and specifications, preparation of documents, inspection of work and materials, and administration of this Agreement.

V. RIGHTS RESERVED.

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

(B) MWDSLS reserves the right to issue additional, non-conflicting, licenses or permits for uses of the subject MWDSLS lands or interests in lands.

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

(D) The MWDSLS reserves the right to have its officers, Trustees, agents, representatives, employees, contractors, engineers, licensees and permittees enter into or on any and all MWDSLS lands or interests in lands, including any of UDOT's improvements, for purposes of exercising, enforcing and protecting the rights reserved in this Agreement.

VI. CONTRACTORS, INSURANCE, BONDS.

UDOT warrants that any and all contractors or other persons performing earthwork, construction work or other work on MWDSLS lands or interests in lands on behalf of UDOT will provide insurance and bonds as reasonably requested by MWDSLS.

VII. NON-INTERFERENCE WARRANTY.

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

(B) If after reasonable notice from MWDSLS, UDOT fails to correct any interference, interruption or delay proximately caused by fault of UDOT or its employees or contractors, correction may be accomplished by the MWDSLS, or its contractor, and UDOT shall reimburse MWDSLS fully for all direct and reasonably related indirect costs reasonably

incurred in correcting such interference, interruption or delay within 90 days of receipt of an itemized invoice.

VIII. TERMINATION

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

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

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

(i) All of UDOT's obligations to reimburse costs as described above;
and

(ii) All of UDOT's obligations to remove UDOT's improvements and make restoration.

IX. REMOVAL OF FACILITIES.

(A) MWDSLS will reasonably determine what portion of UDOT's improvements on MWDSLS lands or interests in lands will be removed upon termination and set a reasonable deadline and specifications for removal and restoration. Such removal and restoration will be at the sole expense of the UDOT.

(B) If, after reasonable notice from MWDSLS, UDOT fails to remove improvements or restore lands as directed by the MWDSLS, removal may be accomplished by MWDSLS or its contractor, and UDOT shall reimburse MWDSLS fully for all of its direct and related indirect costs reasonably incurred for such removal within 90 days of UDOT's receipt of an itemized invoice.

X. UDOT'S RIGHT TO APPEAL.

UDOT will first submit any claim or dispute to the authorized MWDSLS representative. If the matter is not resolved satisfactorily, UDOT may submit the dispute or claim in concise written form with any supporting documentation to the MWDSLS's Board of Trustees. If the matter is not resolved satisfactorily the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of

that non-binding mediation. If, after and only if these processes are first followed and UDOT's dispute or claim remains unresolved, an action may be brought in the Third Judicial District Court of the State of Utah In and For Salt Lake County.

XI. SUCCESSORS, ASSIGNS.

UDOT's rights and obligations may not be assigned or transferred without the prior written consent of MWDSLS, which MWDSLS is under no obligation to give. Any 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 MWDSLS shall be considered null and void and shall be grounds for immediate termination of this Agreement.

XII. NOTICES.

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

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

UDOT
Attn: Lyle McMillan, Director of Right of Way
P.O. Box 148420
Salt Lake City, Utah 84114-8420

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.


XIII. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties regarding the subject underground fiber optic line. 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.

MWDSLS:

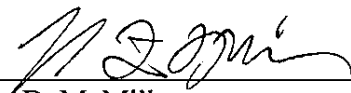
METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY



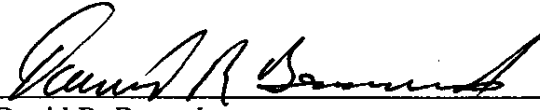
Michael L. Wilson, General Manager

UDOT:

APPROVED AS TO FORM AND
COMPATIBILITY WITH THE LAWS OF
THE STATE OF UTAH



Lyle D. McMillan
Director of Right of Way



David R. Benard
Assistant Attorney General

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

On the 3rd day of March, 2011, personally appeared before me Lyle D. McMillan, and having first been duly sworn by me acknowledged that he is the Utah Department of Transportation Director of Right of Way, and that he is duly authorized in that capacity to execute the above Cooperation Agreement for and on behalf of Utah Department of Transportation, and that he executed the above Cooperation Agreement on behalf of Utah Department of Transportation.

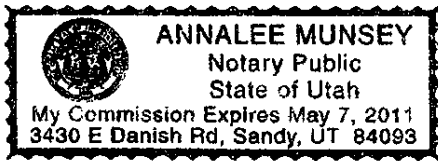




NOTARY PUBLIC

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

On the 13 day of January, 2011, 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.



Annalee Munsey
NOTARY PUBLIC

Exhibit A
Drawings

Wasatch Boulevard

SE1/4 SE1/4
SEC. 35



AGREEMENT EXHIBIT B

**UNDERGROUND
ATMS CABLE**

P1V FLAG
40°40'59.198"N
111°17'49.638"W

P1A FLAG
40°40'58.860"N
111°47'49.889"W

P1A FLAG
40°40'58.605"N
111°47'49.713"W

P1N FLAG
40°40'58.648"N
111°47'50.098"W

P1V FLAG
40°40'58.618"N
111°47'50.098"W

**UNDERGROUND
ATMS CABLE**

LAND FENCE
40°40'58.017"N
111°47'50.583"W

P1X
40°40'57.680"N
111°47'49.862"W

P1Y
40°40'57.180"N
111°47'49.862"W

P1Z
40°40'57.180"N
111°47'49.862"W

P1W FLAG
40°40'58.336"N
111°47'49.697"W

LEGAL DESCRIPTION

1. Beginning on the east line of the existing United States aqueduct easement at a point lying N.53°15' E. 75.0 feet from existing aqueduct P.T. Sta. 2127 + 92.2 ah., also N. 582.1 feet and West 831.0 feet, more or less, from the Southeast corner of Section 35, T.1.S., R.1.E., S.L.B. & M. and running thence S. 36°45' E. 210.1 feet; thence easterly, along the arc of a 325-foot radius curve to the left, 302.1 feet; thence East 160.7 feet; thence S. 13°06' E. 247.0 feet; thence southerly, along the arc of a 173.32 foot radius curve to the right, 83.6 feet, more or less, to a point on the south line of said Section 35 lying West 162.5 feet, more or less, from said section corner; thence westerly, along said section line, 49.9 feet, more or less, to the west right-of-way line of Wasatch Blvd., a county road; thence southwesterly, along the arc of a 1859.86 foot radius curve to the right, 173.9 feet; thence S.29°52' W. 42.2 feet, more or less, to the east line of the existing United States aqueduct easement (1890 Act); thence northerly, along the arc of a 475 foot radius curve to the left, 9.7 feet; thence N.4°39'30" E. 175.3 feet; thence N. 36°10'30" W. 22.5 feet; thence N. 89°46' W. 9.5 feet, more or less, to a point lying 75 feet northwesterly of the centerline of proposed 66-inch aqueduct; thence N. 25°03' E. 34.8 feet; thence northerly, along the arc of a 23.32 foot radius curve to the left, 15.5 feet; thence N. 13°06' W. 127.9 feet; thence west 49.6 feet; thence northwesterly, along the arc of a 475 foot radius curve to the right, 390.3 feet, more or less, to the east line of said existing easement; thence N. 8°15' E. 94.4 feet; thence northerly, along the arc of a 275 foot radius curve to the left, 216.0 feet, more or less, to the point of beginning,

EXCEPTING and reserving herefrom a parcel of land described as follows:

Beginning at a point lying west 162.5 feet from the southeast corner of said Section 35 and running thence west 49.9 feet, more or less, to the west right-of-way line of Wasatch Blvd.; thence northeasterly, along the arc of a 1859.86 foot radius

curve to the left, 121.6 feet; thence S. 13°06' E. 25.4 feet; thence southerly, along the arc of a 173.32 foot radius curve to the right, 83.6 feet, more or less, to the point of beginning;

ALSO:

2. Beginning at a point on the east N/A line of Interstate Highway No. 1-415 at the centerline of proposed 12-inch drain line, said point lying East 64 feet from Highway Sta. 518+48.04, and North 840.9 feet and West 340.4 feet, more or less, from the Southeast corner of Section 35, T. 1 S., R. 1 E., S.L.B. & M., and running thence along said N/A line, South 50.0 feet; thence West 216.5 feet, to the West N/A line of Highway; thence along West N/A line, N. 1°00'12" 100.0 feet; thence East 218.3 feet to the East N/A line; thence along East N/A line, South 50.0 feet to the point of beginning;

ALSO:

3. Beginning at a point on the East N/A line of Interstate Highway No. 1-415 at the centerline of proposed 66-inch outlet line, said point lying 64 feet East of Highway Sta. 523+43.37 and North 1336.2 feet and West 340.4 feet, more or less, from the Southeast corner of Section 35, T.1 S., R.1 E., S.L.B. & M., and running thence along said N/A line, South 75.0 feet; thence West 234.0 feet to the West N/A line; thence along West N/A line, N. 7°46' W. 151.4 feet to a point 75.0 feet North of proposed 66-inch pipe and 32.7 feet North of the North property line of the Metropolitan property; thence West 254.45 feet to the East N/A line; thence South 75.0 feet to the point of beginning, excluding the North 32.7 feet;