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Book - 10075 Pg - 1862-1882
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METROPOLITAN WATER DIST OF SL
3430 E DANISH RD
SANDY UT 84093
BY: TMW, DEPUTY - WI 21 P.

When recorded return to:
Snow, Christensen & Martineau
Attn: Shawn E. Draney
10 Exchange Place
P.O. Box 45000
Salt Lake City, Utah 84145

This Correction Quitclaim Deed is being issued to correct an error in Exhibit A (legal descriptions) attached to that certain Quitclaim Deed dated October 2, 2006, and recorded on October 2, 2006, as Entry No. 9862736, Book 9359, Pages 6770-6929, in the official records of Salt Lake County, Utah. Specifically, this corrects legal descriptions for Tracts 443 and 444 that are originally recorded in Book 9359 at pages 6877, 6878, and 6920. These previously recorded pages containing the descriptions for Tracts 443 and 444 are being replaced with new descriptions. This Correction Quitclaim Deed also provides legal descriptions for real property known as Tracts 310E, 469A, and 444 Blowout Easement that were inadvertently excluded in the original Exhibit A. Other than these corrections and the 2006 Correction Quitclaim Deed dated December 11, 2006, and recorded on January 3, 2006, as Entry 9960201, Book 9404, Pages 1194-1199, no other changes to the original quitclaim deed have been made.

(Corrects Quitclaim Deed No. 1 under Contract No. 04-WC-40-8950)

**CORRECTION QUITCLAIM DEED
(Salt Lake Aqueduct, Salt Lake County Lands)**

THE UNITED STATES OF AMERICA (Grantor), acting by and through the Bureau of Reclamation, Department of the Interior, pursuant to the provisions of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Provo River Project Transfer Act (Public Law 108-382, 118 Stat. 2212), hereby quitclaims and conveys to METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY (Grantee), a political subdivision of the State of Utah, 3430 East Danish Road, Cottonwood Heights, Utah 84093, for Ten Dollars (\$10.00) and other good and valuable consideration, all of Grantor's right, title and interest in and to lands and interests in lands located in Salt Lake County, Utah, commonly referred to as the Salt Lake Aqueduct, more particularly described in Exhibit A, attached and by this reference made a part hereof,

TOGETHER WITH, all facilities, equipment, improvements, fixtures, features and appurtenances located in, under or upon such lands or interests in lands.

TOGETHER WITH the rights, privileges, duties, obligations, and responsibilities of the Grantor which exist, as of the date of this Quitclaim Deed, as a result of any valid right-of-use agreements entered by Grantor. The Grantee shall honor the terms of each such right-of-use agreement, as described in the Provo River Project Transfer Act and Contract No. 04-WC-40-8950, dated November 23, 2004.

ALL OF THE ABOVE described lands or interests in lands, facilities, equipment, improvements, fixtures, features, and appurtenances are hereinafter collectively referred to as the "Real Property". This Quitclaim Deed shall be interpreted as conveying all of Grantor's interest, present and future, in all lands, interests in lands, facilities, equipment, improvements, fixtures, features and

appurtenances that in anywise are a part of or essential to the ownership, operation, or maintenance of the Aqueduct Division of the Provo River Project lying or located within Salt Lake County, Utah, whether acquired or constructed by or for Grantor, or acquired or constructed by or for Grantee, or constructed by or for others pursuant to right-of-use agreements, except as expressly excluded or reserved below.

THIS CONVEYANCE DOES NOT INCLUDE OR MODIFY:

1. Any interest in or to any National Forest system lands crossed by the Salt Lake Aqueduct. As to such lands, Grantor shall convey to Grantee, by separate instrument, an appropriately sized, permanent easement for the use, operation, maintenance, repair, improvement, and replacement of the Salt Lake Aqueduct, as described in the Provo River Project Transfer Act and Contract No. 04-WC-40-8950.

2. Any interests in water rights or rights to use water.

3. Any oil, gas or other mineral rights or interests held in the name of the United States; *provided*, however, that any future exploration for oil, gas or other Federally owned minerals or minerals rights or interests underlying the Real Property shall be conducted in such a manner as will not compromise the structural integrity of, or interfere with the use, operation, maintenance, repair or replacement of, the Salt Lake Aqueduct, or related facilities, equipment, improvements, fixtures, features or appurtenances; *provided further* that no surface occupancy for exploration or exploitation of oil, gas, or other Federally owned minerals rights or interests shall be allowed on the Real Property.

THIS CONVEYANCE IS SUBJECT TO:

1. Oil, gas, and other mineral rights reserved of record by or in favor of third-parties as of the date of this Quitclaim Deed.

2. Valid permits, licenses, leases, rights-or-use, or rights-of-way of record or outstanding on, over, or across the Real Property in existence on the date of this Quitclaim Deed.

3. A perpetual easement reserved by Grantor on, over, or across the Real Property to provide for lawful continued non-motorized public access to and across the Real Property for recreational purposes; *provided* that such non-motorized public use shall not interfere with the use, operation, maintenance, repair, improvement, replacement or protection of the Salt Lake Aqueduct and related facilities, equipment, improvements, fixtures, features and appurtenances, and such non-motorized public use shall be subject to all existing and future state, federal, local and Grantee statutes, rules, regulations, ordinances, policies and procedures regarding safety and security.

4. Title to any equipment, improvements, fixtures, features and appurtenances which are part of the Provo River Project, Utah, Deer Creek Division, is hereby reserved to the Grantor.

5. Title to any equipment, improvements, fixtures, features and appurtenances which are part of the Central Utah Project is hereby reserved to the Grantor.

NOTICE IS HEREBY GIVEN that:

1. Acting pursuant to the requirements of 40 CFR 373, on April 23, May 3, and May 18, 2006, the Grantor performed a hazardous waste survey of the Real Property, and a copy of said survey was delivered to the Grantee in a letter dated September 26, 2006. The Real Property conveyed herein to the Grantee is being conveyed in the same condition as existed on the date of said survey and which is more particularly described in that survey. No remediation by the Grantor on behalf of the Grantee has been or will be made.

2. The Grantee has used, and has had operation and maintenance responsibility for the Real Property for over 50 years. Grantee and its successors and assigns accept the Real Property "as is" and also accept liability for the Real Property from the date of this Quitclaim Deed forward.

3. The Grantee, its successors and assigns shall be responsible for the protection, identification, and preservation of cultural resources, if any, located on the Real Property as required by the existing and future laws of the State of Utah.

4. Nothing in this Quitclaim Deed shall be construed as including the quitclaim, abandonment, forfeiture, or relinquishment by the Grantor of its basic patent right reserved by the Act of August 30, 1890 (26 Stat. 391) as to the described lands for easements claimed, or to be claimed, for purposes other than the Salt Lake Aqueduct.

5. Nothing in this Quitclaim Deed shall be construed or interpreted as altering or amending the terms or conditions of any United States contract, or supplements or amendments thereto, except as specifically provided in Article 20 of Contract No. 04-WC-40-8950, dated November 23, 2004.

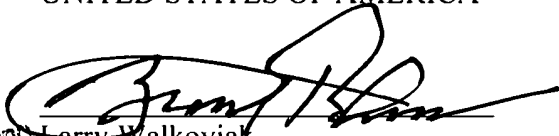
6. If any further specific conveyances should be necessary hereafter, because of the discovery of additional Real Property not listed on the Exhibits, to more specifically and legally describe the Real Property, or because the Grantor acquires any title to or interest in the Salt Lake Aqueduct by reason of an instrument in the Grantor's chain of title, or by operation of law, then Grantor shall make reasonable efforts to provide such conveyances, on the same terms and conditions set forth above.

7. Nothing in this Quitclaim Deed shall be construed or interpreted as creating any condition subsequent, reverter, or possibility of a reverter.

TO HAVE AND TO HOLD unto Grantee, and Grantee's successors and assigns, the Real Property, together with all the rights and appurtenances thereto in anywise belonging, forever.

WITNESS the hand of the Grantor this 4th day of October, 2012.

UNITED STATES OF AMERICA


Acting for Larry Walkoviak
Regional Director, Upper Colorado Region
Bureau of Reclamation
Acting for the Secretary of Interior
of the United States

Approved:



Office of the Regional Solicitor

ACKNOWLEDGEMENT

STATE OF UTAH :
:SS.
COUNTY OF SALT LAKE :

On this 4th day of October, 2012, personally appeared before me, Larry Walkoviak, known to me to be the Regional Director of the Bureau of Reclamation, Upper Colorado Region, United States Department of the Interior, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of THE UNITED STATES OF AMERICA, pursuant to authority delegated to him from the Secretary of the Interior.

(NOTARY SEAL)

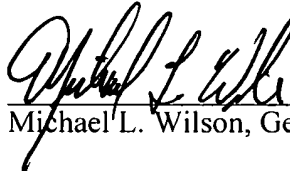

Notary Public in and for the State of Utah
Residing at: Layton, UT



ACCEPTANCE

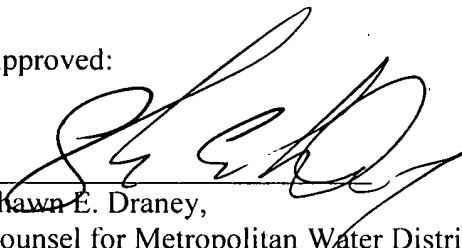
The parties intend for the above Correction Quitclaim Deed to satisfy a portion of the terms of Contract No. 04-WC-40-8950, dated November 23, 2004, and a portion of the requirements of Public Law 108-382. The Grantee accepts this Correction Quitclaim Deed on the terms and conditions stated herein. The Grantee hereby further agrees and acknowledges that: (1) the Salt Lake Aqueduct shall no longer be regarded or treated either as a Provo River Project or a United States facility, except with regard to Provo River Project water as provided for in Section 17 of Contract No. 04-WC-40-8950, dated November 23, 2004; the Grantee shall not be entitled to receive any future Reclamation benefits with respect to the Real Property, except for benefits that would be available to other non-Reclamation facilities; and (3) to the fullest extent allowed by law, the Grantee agrees to indemnify and hold harmless the Grantor, its officers and employees from any claims, liabilities or other responsibilities which may arise subsequent to the date of this Quitclaim Deed which result from the Grantee's use, operation, or maintenance of the Real Property as described in this Correction Quitclaim Deed.

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY



 Michael L. Wilson, General Manager

Approved:

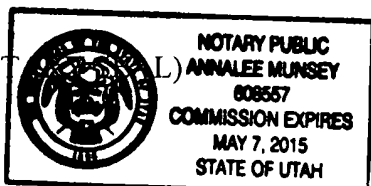


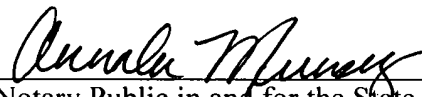
 Shawn E. Draney,
 Counsel for Metropolitan Water District of Salt Lake & Sandy

ACKNOWLEDGEMENT

STATE OF UTAH :
 : SS.
 COUNTY OF SALT LAKE :

On this 5 day of Nov, 2012, personally appeared before me, Michael L. Wilson, known to me to be the General Manager of the Metropolitan Water District of Salt Lake & Sandy, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of Metropolitan Water District of Salt Lake & Sandy, pursuant to authority delegated to him from the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy.

(NO L)  NOTARY PUBLIC
ANNALEE MUNSEY
808557
COMMISSION EXPIRES
MAY 7, 2015
STATE OF UTAH



 Notary Public in and for the State of Utah
 Residing at: 3430 E. Danish Road

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09 APRIL 90 01:21 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SNOW CHRISTENSEN & MARTINEAU
10 EXCHANGE PL 11TH FL
PO BOX 45000 SLC, 84145
REC BY: REBECCA GRAY, DEPUTY

WHEN RECORDED RETURN TO:

Joseph Novak, Esq.
SNOW, CHRISTENSEN & MARTINEAU
10 Exchange Place, Eleventh Floor
Post Office Box 3000
Salt Lake City, Utah 84110

QUIT-CLAIM DEED (EASEMENT)

WALKER DEVELOPMENT PARTNERSHIP, a Utah limited partnership, organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, County of Salt Lake, State of Utah, grantor, hereby QUIT CLAIMS to the United States of America, grantee for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, an easement on, over, across and within the following described tracts of land in Salt Lake County, State of Utah:

See Exhibit "A" attached hereto and incorporated herein by this reference.

The partner who signs this deed hereby certifies that this deed and the transfer represented thereby is duly authorized under the limited partnership agreement.

IN WITNESS WHEREOF, the grantor has executed this instrument on this 5th day of May, 1987.

WALKER DEVELOPMENT PARTNERSHIP

By Joan A. Letham
Its General Partner

BK 6211 P80947

STATE OF UTAH)

COUNTY OF SALT LAKE)

ss.

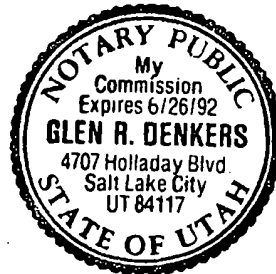
On the 5th day of May, ~~1987~~ ¹⁹⁸⁹ personally appeared before me Joan Walker Letham who being by me duly sworn did say, that she is the sole general partner of Walker Development Partnership, a Utah limited partnership, and that the within and foregoing instrument was signed in behalf of said Partnership by authority of its limited partnership agreement and said Joan Walker Letham duly acknowledged to me that said partnership executed the same.

Glen R. Denkers
 NOTARY PUBLIC

Residing at: Salt Lake City, Utah

My Commission Expires:

June 26, 1992



WALKER AGREEMENT

EXHIBIT A

Exhibit "B"

A perpetual easement to construct and reconstruct, operate and maintain an underground pipeline and appurtenant structures, which latter may be situated above ground surface, on, over, and across the following described property, together with all rights and privileges necessary to the full enjoyment and use thereof for such purposes:

A parcel of land in Salt Lake County, Utah, in the Southeast quarter (SE1/4) of Section 23, Township 2 South, Range 1 East, Salt Lake Meridian, Utah, containing One and Twenty-one Hundredths (1.21) acres, more or less, and being more particularly described as follows:

Bearings in the following description are based on the Utah Coordinate System, Central Zone.

Beginning at a point which lies South 00°45' West Nine Hundred Three and Three-tenths (903.3) feet along the section line and North 89°15' West Six Hundred Forty and Six-tenths (640.6) feet from the East quarter corner of said Section 23; said point has U.S.C.&G.S. plane grid coordinates North 836,225.87 and East 1,917,435.37 and lies on the North boundary of said property; thence South 02°08' East Two Hundred Fifty-four and Seven-tenths (254.7) feet; thence along the arc of a regular curve to the left having a radius of Eight (8.0) feet a distance of Six and Seven-tenths (6.7) feet; thence South 49°47' East Two Hundred Thirty-four and One-tenth (234.1) feet; thence South 04°47' East Twenty-Seven and Five-tenths (27.5) feet; thence South 85°13' West One Hundred Thirty-five (135.0) feet; thence North 04°47' West Twenty-one (21.0) feet; thence North 49°47' West One Hundred Forty-three and Two-tenths (143.2) feet; thence along the arc of a regular curve to the right having a radius of One Hundred Eight (108.0) feet; a distance of Eighty-nine and Eight-tenths (89.8) feet; thence North 02°08' West Thirty-six and Seven-tenths (36.7) feet; thence East Eighty-nine and Seven-tenths (89.7) feet; thence North 41°55' West One Hundred Forty and One-tenth (140.1) feet; thence North 02°08' West One Hundred Eighteen and Two-tenths (118.2) feet; more or less to the North boundary of said property; thence along said boundary South 89°33' East One Hundred and One-tenth (100.1) feet, more or less to point of beginning.

Based on the Utah Coordinate System, Central Zone, established by the United State Coast and Geodetic Survey the East quarter corner of said Section 23 has plane grid coordinates North 837,120.49 and East 1,918,087.61.

Ground distances in the foregoing description can be converted to U.S.C.&G.S. grid distances by multiplying by the combination factor .99974961.

* 22-28-426 J003
2224

BK621160949

WALKER AGREEMENT

Exhibit "B" Continued

Notwithstanding any other provisions herein, Grantor reserves the right to use the land surface over and across the granted easement to the extent that such use is consistent with and does not interfere with the purpose of the easement or impede Grantee's access to and along all portions of the granted easement. In the event Grantee excavates within the easement area for any purpose associated with its use of the granted easement, Grantee shall restore the ground surface to its prior unimproved condition, except that Grantee shall restore to its prior condition any blacktopped or asphalted surface damaged by such excavation.

Provided that any use of the lands described above by Grantor, its successors or assigns shall be subject to the perpetual easement granted and any use which is inconsistent with the perpetual easement granted or the exercise thereof by Grantee is prohibited, including but not limited to any excavations therein or raising the ground surface elevation thereof and the installation, construction or maintenance of any trees, structures, or improvements thereon or therein which might affect the rights and uses of Grantee, all of which shall require the prior written consent of Grantee, which shall not be unreasonably withheld.

Grantor, its successors and assigns shall not excavate materials from its remaining lands situated on either side of the easement boundaries in any manner which might encroach upon the lateral support of the easement and in no event shall Grantor, its successors or assigns cause the surface of such remaining lands to have a slope steeper than two-to-one (2 feet horizontal to 1 foot vertical) measured at ground surface elevation of the easement and at right angles to the boundary lines on either side of the easement area.

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BK 6211 PG 0950

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09 APRIL 90 01:21 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SNOW CHRISTENSEN & MARTINEAU
10 EXCHANGE PL 11TH FL
PO BOX 45000 SLC, 84145
REC BY: REBECCA GRAY, DEPUTY

WHEN RECORDED RETURN TO:

Joseph Novak, Esq.
SNOW, CHRISTENSEN & MARTINEAU
10 Exchange Place, Eleventh Floor
Post Office Box 3000
Salt Lake City, Utah 84110

QUIT-CLAIM DEED (EASEMENT)

WALKER DEVELOPMENT PARTNERSHIP, a Utah limited partnership, organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, County of Salt Lake, State of Utah, grantor, hereby QUIT CLAIMS to the United States of America, grantee for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, an easement on, over, across and within the following described tracts of land in Salt Lake County, State of Utah:

See Exhibit "A" attached hereto and incorporated herein by this reference.

The partner who signs this deed hereby certifies that this deed and the transfer represented thereby is duly authorized under the limited partnership agreement.

IN WITNESS WHEREOF, the grantor has executed this instrument on this 5th day of May, 1987.

WALKER DEVELOPMENT PARTNERSHIP

By Jean A. Lehman
Its General Partner

BK 6211 PG 951

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

ss.

On the 5 day of May ¹⁹⁸⁹ 1987 personally appeared before me Joan Walker Letham who being by me duly sworn did say, that she is the sole general partner of Walker Development Partnership, a Utah limited partnership, and that the within and foregoing instrument was signed in behalf of said Partnership by authority of its limited partnership agreement and said Joan Walker Letham duly acknowledged to me that said partnership executed the same.

Glen R. Denkers
NOTARY PUBLIC

Residing at: South Lake City, Utah

My Commission Expires:

June 26, 1992

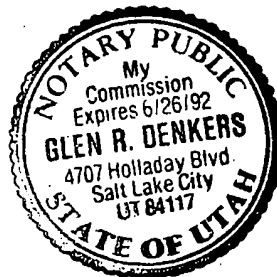


EXHIBIT "A"

A perpetual easement to construct and reconstruct, operate and maintain an underground pipeline and appurtenant structures, which latter may be situated above ground surface, on, over, and across the following described property, together with all rights and privileges necessary to the full enjoyment and use thereof for such purposes:

POST COPY -
CO. RECORDS

A parcel of land in Salt Lake County, Utah, in the Southeast quarter (SE1/4) of Section 23, Township 2 South, Range 1 East, Salt Lake Meridian, Utah, containing Eleven Hundredths (0.11) of an acre, more or less, and being more particularly described as follows:

Bearings in the following description are based on the Utah Coordinate System, Central Zone.

Beginning at a point which lies West Seven Hundred Forty-eight and One-tenth (748.1) feet and South Ten Hundred Twelve and Two-tenths (1012.2) feet from the East quarter corner of said Section 23; said point has U.S.C.&G.S. plane grid coordinates North 836,108.57 and East 1,917,339.70; thence South 41°55' East One Hundred Forty and One-tenth (140.1) feet; thence West Eighty-nine and Seven-tenths (89.7) feet; thence North 02°08' West One Hundred Four and Three-tenths (104.3) feet, more or less to point of beginning.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey the East quarter corner of said Section 23 has plane grid coordinates North 837,120.49 and East 1,918,087.61.

Ground distances in the foregoing description can be converted to U.S.C.&G.S. grid distances by multiplying by the combination factor .99974961.

Notwithstanding any other provisions herein, Grantor reserves the right to use the land surface over and across the granted easement to the extent that such use is consistent with and does not interfere with the purpose for the easement or impede the Grantee's access to and along all portions of the granted easement. In the event Grantee excavates within the granted easement area for any purpose associated with its use of the granted easement, Grantee shall restore the ground surface to its prior unimproved condition, except that Grantee shall restore to its prior condition any blacktopped or asphalted surface damaged by such excavation.

*22-23-426-063
ME E

BK 6211 PG 0953

Provided that any use of the lands described above by Grantor, its successors or assigns shall be subject to the perpetual easement granted and any use which is inconsistent with the perpetual easement granted or the exercise thereof by Grantee is prohibited, including but not limited to any excavations therein or raising the ground surface elevation thereof and the installation, construction or maintenance of any trees, structures, or improvements thereof or therein which might affect the rights and uses of Grantee, all of which shall require the prior written consent of Grantee, which shall not be unreasonably withheld.

Grantor, its successors and assigns shall not excavate materials from its remaining lands situated on either side of the easement boundaries in any manner which might encroach upon the lateral support of the easement and in no event shall Grantor, its successors or assigns cause the surface of such remaining lands to have a slope steeper than two-to-one (2 feet horizontal to 1 foot vertical) measured at ground surface elevation of the easement and at right angles to the boundary lines on either side of the easement area.

444

950
Alfred R. Gandy
REBECCA BEAR
Dec 1 3 56 PM '85
SALT LAKE COUNTY
UTAH

WHEN RECORDED, MAIL TO:

Joseph Novak, of Counsel
SNOW, CHRISTENSEN & MARTINEAU
10 Exchange Place, Eleventh Floor
P.O. Box 3000
Salt Lake City, Utah 84110

~~4473234~~
~~4173234~~

WARRANTY DEED (Easement)

A. J. Dean & Sons, a Utah partnership organized and existing under the laws of the State of Utah, with its principal office at 6655 South Wasatch Blvd., County of Salt Lake, State of Utah, grantor, hereby conveys and warrants to the United States, Grantee, for the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, an easement on, over and across the following tract of land located in Salt Lake County, State of Utah:

See Exhibit "A" attached, which is incorporated herein by this reference.

In witness whereof, the grantor has executed this instrument this 26th day of November, A.D., 1985.

A. J. Dean & Sons

By [Signature]
Its General Partner

By [Signature]
Its General Partner

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

On the 26th day of November, A.D., 1985, personally appeared before me R. Leon Dean and Richard D. Thorpe who being by me duly sworn, did say that they are the sole general partners of A. J. Dean & Sons, a Utah partnership, and that the within and foregoing instrument was signed in behalf of said partnership by authority of its partnership agreement, and said R. Leon Dean and Richard D. Thorpe each duly acknowledged to me that said partners executed the same.

1985 NOV 27 10 23 AM

[Signature]
Notary Public
Residing at: Salt Lake City, Utah

NOTARY PUBLIC
My Commission Expires:
Oct. 27, 1986

Exhibit "A"

A perpetual easement to construct and reconstruct, operate and maintain an underground pipeline and appurtenant structures, which latter may be situated above ground surface, on, over, and across the following described property, together with all rights and privileges necessary to the full enjoyment and use thereof for such purposes:

A parcel of land in Salt Lake County, Utah, in the Southeast quarter (SE $\frac{1}{4}$) of Section 23, Township 2 South, Range 1 East, Salt Lake Meridian, Utah, containing Two and Fifty-eight Hundredths (2.58) acres, more or less, and being more particularly described as follows:

Bearings in the following description are based on the Utah Coordinate System, Central Zone.

Beginning at a point which lies North 89°33' West Two Hundred Twenty-four and Six-tenths (224.6) feet along the quarter section line from East quarter corner of said Section 23; said point has U.S.C. & G.S. plane grid coordinates North 837,122.26 and East 1,917,863.03 and lies on the North boundary line of said property; thence South 48°24' West Four Hundred Sixty-four and Six-tenths (464.6) feet; thence South 30°58' West Two Hundred Seventy-two and Seven-tenths (272.7) feet; thence along the arc of a regular curve to the left having a radius of Eight (8.0) feet; a distance of Six (6.0) feet; thence South 12°13' East Two Hundred Twenty-six and Two-tenths (226.2) feet; thence along the arc of a regular curve to the right having a radius of Five Hundred Forty (540.0) feet; a distance of Ninety-four and Nine-tenths (94.9) feet; thence South 02°08' East Thirty-Three and Five-tenths (33.5) feet; more or less to the South boundary of said property; thence along said boundary, North 89°33' West One Hundred and One-tenth (100.1) feet; thence North 02°05' West Thirty-one (31.0) feet; thence North 83°37' East Thirty-four and Nine-tenths (34.9) feet; thence North 06°23' West Sixty-four (64.0) feet; thence South 83°37' West Thirty-five (35.0) feet; thence North 12°13' West Two hundred Thirty-seven and Four-tenths (237.4) feet; thence along the arc of a regular curve to the right having a radius of One Hundred Eight (108.0) feet; a distance of Eighty-one and Four-tenths (81.4) feet; thence North 30°58' East Two Hundred Sixty-nine (269.0) feet; thence along the arc of a regular curve to the right having a radius of Five Hundred Sixty (560.0) feet; a distance of One Hundred Seventy and Three-tenths (170.3) feet; thence North 48°24' East One Hundred Ninety-seven and Four-tenths (197.4) feet; more or less to the North boundary of said property; thence along said boundary, South 89°33' East One Hundred Seventy-nine and Two-tenths (179.2) feet; more or less to point of beginning.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey the East quarter corner of said Section 23 has plane grid coordinates North 837,120.49 and East 1,918,007.61.

Ground distances in the foregoing description can be converted to U.S.C. & G.S. grid distances by multiplying by the combination factor .99974961.

100-5915-1-1-2168

Exhibit "A" Continued

Notwithstanding any other provisions herein, Grantor reserves the right to use the land surface over and across the granted easement to the extent that such use is consistent with and does not interfere with the purpose of the easement or impede Grantee's access to and along all portions of the granted easement. In the event Grantee excavates within the easement area for any purpose associated with its use of the granted easement, Grantee shall restore the ground surface to its prior unimproved condition.

Provided that any use of the lands described above by Grantor, its successors or assigns shall be subject to the perpetual easement granted and any use which is inconsistent with the perpetual easement granted or the exercise thereof by Grantee is prohibited, including but not limited to any excavations therein or raising the ground surface elevation thereof and the installation, construction or maintenance of any trees, structures, or improvements thereon or therein which might affect the rights and uses of Grantee, all of which shall require the prior written consent of Grantee, which shall not be unreasonably withheld.

Grantor, its successors and assigns shall not excavate materials from its remaining lands situated on either side of and adjacent to the easement boundaries in any manner which might encroach upon the lateral support of the easement and in no event shall Grantor, its successors or assigns cause the surface of such remaining and adjacent lands to have a slope steeper than two-to-one (2 feet horizontal to 1 foot vertical) measured at ground surface elevation of the easement and at right angles to the boundary lines on either side of the easement area.

44-5745-2269

2298869

2770

Parcel No. 145-9:310:QE
Project No. 1-415-9(4)297

EASEMENT

310E

The STATE ROAD COMMISSION OF UTAH, by its duly appointed Director of Highways, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, does hereby give, grant and convey to United States of America, through the Bureau of Reclamation, Department of the Interior, Grantee, its successors and assigns, for the sum of One and no/100 Dollars, and other good and valuable considerations, receipt of which is hereby acknowledged, a perpetual easement upon part of a county road for the construction, reconstruction, operation and maintenance of the Salt Lake Aqueduct and appurtenant structures on, over, under and across said part of a county road incident to the construction of a freeway known as Project No. 415-9, the facilities of said easement to be confined within a parcel of land situated in the NE¹/₄ of Section 2, T. 2 S., R. 1 E., S.L.B.M.

Said part of a county road is described as follows:

Beginning at a point lying west 162.5 feet from the Northeast Corner of said Section 2, and running thence West 49.9 feet, more or less, to the West right of way line of Wasatch Blvd., a county road; thence along said right of way line Southwesterly along the arc of a 1859.80-foot radius curve to the right 178.9 feet; thence S. 29°52' W. 42.2 feet, more or less, to the East line of existing United States Aqueduct easement (1890 Act); thence along said line Southerly, along the arc of a 475-foot radius curve to the right 120.1 feet; thence S. 19°09' W. 324.0 feet; thence N. 25°03' E. 645.0 feet; thence Northerly along the arc of a 173.32-foot radius curve to the left, 26.8 feet, more or less, to the point of beginning.

TO HAVE AND TO HOLD the same unto said UNITED STATES OF AMERICA, its successors and assigns, so long as such facilities shall be maintained, with the sole right to place installations both above ground and below ground.

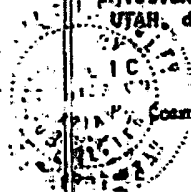
The Grantor shall not build or construct nor permit to be built or constructed any building or other improvement over or across said parcel of land, nor change the contour thereof without written consent of Grantee. This easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, the said STATE ROAD COMMISSION OF UTAH has caused this instrument to be executed this 31st day of March, A.D. 1962, by its Director of Highways.

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

STATE ROAD COMMISSION OF UTAH
By: Henry C. Helland
Director of Highways

On the 31st day of March, A.D. 1962, personally appeared before me Henry C. Helland, who by me duly sworn did say that he is the Director of Highways, and he further acknowledged to me that said instrument was signed by him in behalf of said STATE ROAD COMMISSION OF UTAH by authority of a resolution of said STATE ROAD COMMISSION OF UTAH, duly passed on June 25, 1962.



Commission expires July 1, 1969

Fred C. Fenley
Notary Public

Recorded AUG 11 1969 at 4:21 p.m.
Request of State Road Commission
Fee Paid 11.00 TACKLE 11.00
Recorded Salt Lake County, Utah
2.00 by [Signature]
Ref. _____

RW Special
Prepared by RWC, 3-19-69

2302328

By *[Signature]* Dep. Date

P.O. Box 1354 Provo Utah

FORM 2787 Vol. 355

DEED OF EASEMENT

THE METROPOLITAN WATER DISTRICT OF SALT LAKE CITY, a public corporation of the State of Utah, Grantor, pursuant to the provisions of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, hereby conveys to the UNITED STATES OF AMERICA, Grantee, for the sum of One Dollar (\$1.00) and other good and valuable consideration, a perpetual easement to construct, ~~operate and maintain~~ an aqueduct and appurtenant structures on, over, and across the following described parcels of land in Salt Lake County, State of Utah:

469A

DESCRIPTION CERTIFIED CORRECT

BY *[Signature]* Date 5/26/03

Name

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 + 98.2 ch., 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. & W. 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 168.7 feet; thence S. 13°06' E. 247.0 feet; thence southerly, along the arc of a 173.32 foot radius curve to the right, 88.6 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, 178.9 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. 87°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. 0°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, 98.6 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. I-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°00'18" 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. I-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.

This conveyance is made pursuant to the provisions of that certain Contract No. 14-06-400-5089, dated April 11, 1969, among the United States, the Metropolitan Water District of Salt Lake City, and the State Road Commission of Utah.

WITNESS the hand of said Grantor this 17th day of June, A.D. 19 69.

THE METROPOLITAN WATER DISTRICT
OF SALT LAKE CITY

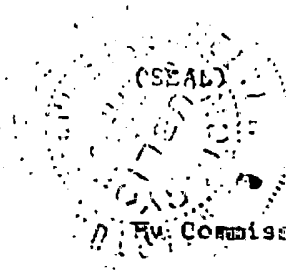
W. H. Anger
General Manager

ATTEST:

M. J. Knapton

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 11th day of June, A. D. 1969,
personally appeared before me W. L. Payne, who being by
me duly sworn did say that he is the General Manager
of the Metropolitan Water District of Salt Lake City, a public corpora-
tion of the State of Utah, and that said instrument was signed in
behalf of the United States of America pursuant to authority delegated
to him.



W. L. Payne
Notary Public
Residing at 1700 1st St
County of SALT LAKE
State of Utah

Commission Expires:
June 21, 1969

Tract 444 Blowoff Easement

A perpetual easement to construct and reconstruct, operate and maintain an underground pipeline and appurtenant structures, which latter may be situated above ground surface, on, over, or across the following described property, together with all rights and privileges necessary to the full enjoyment and use thereof for such purposes:

A parcel of land in Salt Lake County, Utah in the Southeast quarter (SE1/4) of Section 23, Township 2 South, Range 1 East, Salt Lake Meridian, Utah, containing Twenty-one Hundredths (0.21) of an acre, more or less, and being more particularly described as follows:

Bearings in the following description are based on the Utah Coordinate System, Central Zone.

Beginning at a point which lies South 00°45' West Nine Hundred Three and Nine-tenths (903.9) feet along the section line and North 89°15' West Seven Hundred Forty and Seven-tenths (740.7) feet from the East quarter corner of said Section 23; said point has U.S.C.&G.S. plane grid coordinates North 836,226.67 and East 1,917,335.29 and lies on the South boundary of said property; thence along said boundary North 89°33' West One Hundred Thirty-seven (137.0) feet; thence North 70°37' West One Hundred Sixty-six and Six-tenths (166.6) feet; thence North 32°50' West Eighty-eight and Seven-tenths (88.7) feet; thence North 41°19' West Seventy-five (75.0) feet; thence North 48°41' East Twenty (20.0) feet; thence South 41°19' East Seventy-seven and Six-tenths (77.6) feet; thence South 32°50' East Eighty-one and Eight-tenths (81.8) feet; thence South 70°37' East One Hundred Fifty-six and Four-tenths (156.4) feet; thence South 89°33' East One Hundred Thirty-two and Eight-tenths (132.8) feet; thence South 02°08' East Twenty (20.0) feet, more or less to point of beginning.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey the East quarter corner of said Section 23 has plane grid coordinates North 837,120.49 and East 1,918,087.61.

Ground distances in the foregoing description can be converted to U.S.G.&G.S. grid distances by multiplying by the combination factor .99974961.