

**Settlement of Objection Proceeding 57-1-01, Emigration Creek Subdivision (57-1):
Distribution and Delivery Agreement**

This Distribution and Delivery Agreement (“**Agreement**”) is made and entered into by Mount Olivet Cemetery Association, a non-profit public cemetery created by an Act of Congress in 1874 (“**Mt. Olivet**”); Salt Lake City Corporation (“**City**”); State of Utah, Division of State Parks, formerly known as the Division of Parks and Recreation (“**Parks**”); and Emigration Improvement District (“**EID**”) (collectively the “**Parties**” and individually “**Party**”), to resolve Mt. Olivet’s Objections to the Proposed Determination of Water Rights for the Utah Lake and Jordan River Drainage, Emigration Creek Subdivision, Area 57, Book 1 (Objection 57-1-01). The Agreement is effective on the date of the last signature among the Parties.

I. Background Facts Material to this Agreement

- A. A general determination of water rights for the Utah Lake/Jordan River drainage was commenced in 1944 (the “**Determination**”). Rights in Emigration Creek Subdivision were proposed by the state engineer on or about November 1, 1983, in the Proposed Determination Code No. (Area) 57 Book No. 1, Salt Lake County East Division, Emigration Creek Subdivision (“**PD**”).
- B. On August 10, 1988, the district court in the Determination reviewed objections to the PD. The court approved and confirmed certain water rights, heard protests, and dismissed

certain protests. The court's Pre-trial Order and Confirmation of Water Rights, Emigration Creek, Salt Lake County East Subdivision, was entered November 14, 1988.

- C. Mt. Olivet asserts it was never served with a summons for a water user's claim for this PD and was never served with a copy of the PD any time before 2014.
- D. To address this purported omission, the State Engineer served a copy of the PD upon Mt. Olivet on July 21, 2014, and allowed Mt. Olivet, pursuant to §73-4-11, 90 days to file an Objection to the PD with the Third District Court, while reserving all defenses and claims related to the timeliness and/or validity of any potential objections.
- E. On October 16, 2014, Mt. Olivet filed its Verified Objection 57-1-01, asserting, *inter alia*, that the PD incorrectly identified the elements of Water Right 57-69 and disregarded its Certificate of Appropriation No. 2220 which states that the Certificate is "subject however to the terms of a decree entered June 30, 1925, in the Third District Court in and for Salt Lake County, State of Utah, in the case of Mt. Olivet Cemetery Association, Plaintiff v. Salt Lake City, a municipal corporation, et al., Defendant," cited as 65 Utah 193, 235 P. 876 (Utah 1925), Civil Case #25890 (collectively "**the 1925 Decree**").
- F. For a number of years, Mt. Olivet, Parks and City have used various distribution schedules to distribute surface water in Emigration Creek at a diversion point approved by the State Engineer (currently: North 735 feet and East 448 feet from the W1/4 Corner of Section 11, T1S, R1E, SLB&M) (Emigration Creek) (the "**Diversion Structure**").
- G. Under a 2014 agreement, Mt. Olivet, Parks and City distributed Emigration Creek water during the irrigations season as follows: 57-69 (Mt. Olivet): noon on Wednesday to

noon on Saturday; 57-7588 (Parks): noon on Sunday to noon on Wednesday; and 57-8496 and 57-8497 (City and Zoo): noon on Saturday to noon on Sunday.

- H. Pursuant to the request of the Special Master, Mt. Olivet filed an Amended Objection to Proposed Determination for Emigration Creek Subdivision on July 5, 2022, including objections for Water Rights 57-69 (Mt. Olivet), 57-8496 and 57-8497 (City and Zoo), 57-7588 (State Parks) and 57-7796 (EID).
- I. The other Parties responded to and opposed the Amended Objection. The Parties thereafter engaged in litigation in connection with Mt. Olivet's Objection and the responses.
- J. Salt Lake City, Parks, EID and Mt. Olivet all desire to decrease conveyance losses from surface water diversions of Emigration Creek to keep as much water as possible in Emigration Creek and Red Butte Creek.

II. Parties and Water Rights Relevant to This Agreement

- A. Mt. Olivet owns Water Right 57-69 subject to the 1925 Decree as stated in the Certificate of Appropriation 2220.
- B. Parks owns Water Right 57-7588.
- C. The City owns Water Rights 57-8496 and 57-8497 (Zoo).
- D. The City also owns Water Rights 57-3568 (Emigration Tunnel) and 57-8855, which are not used or approved to divert surface water at the Diversion Structure.
- E. EID owns Water Rights 57-7796 and 57-8865, which are not used to divert surface water at the Diversion Structure.

F. United States is not a Party to this Agreement. The United States owns Water Right 57-10496 in Red Butte Creek for the irrigation of 20 acres of federal property included in Mt. Olivet Cemetery. A separate agreement concerning water right 57-10496 is anticipated with the United States. This Agreement is contingent upon the agreement between the City and the United States under which the United States agrees to forbear diversions from Red Butte Creek in exchange for which the City will provide water to Mt. Olivet from its municipal supply of up to 80 acre feet of water per year for irrigating the 20 acres of Mt. Olivet Cemetery owned by the United States, and where Mt. Olivet may divert up to 12 acre feet per annum from Red Butte Creek, consisting of 6 acre feet for annual initial filling the Mt. Olivet Reservoir and a total of 6 acre feet for possible bi-weekly refills of the Mt. Olivet Reservoir as set forth in section III.A.3.

III. Agreement

A. **Delivery and Distribution Schedule.** To resolve Mt. Olivet's Objections and to equitably provide for the water needs for all of the Parties, the Parties agree to the City's Delivery of municipal water to Mt. Olivet and to the underlying "Distribution Schedule" in Section 4 as follows:

1. **City's Delivery of Water to Mt. Olivet.**

The Parties agree the City may use water made available under the Distribution Schedule in Emigration Creek by Mt. Olivet's forbearance from diverting Emigration Creek water under water right 57-69. In partial consideration for Mt. Olivet's forbearance from using its Emigration Creek water right (57-69), the City shall connect Mt. Olivet to the City's

public water system (“**City System**”), at a point agreed on by the City and Mt. Olivet. The City shall supply water to Mt. Olivet, without charge, in perpetuity, the amount sufficient, with as little waste as possible, to sprinkle irrigate approximately 28.78 acres of Mt. Olivet property and fill/refill the federal Mt. Olivet Reservoir as follows:

- a. Although the duty of water in the Salt Lake Valley is five acre-feet per acre, Mt. Olivet and the Parties agree a reasonable quantity for sprinkler application is four acre-feet per acre. Therefore, City will supply up to four acre-feet per acre rather than the general duty of water of five acre-feet per acre for the cemetery grounds.

The total water delivered to Mt. Olivet Cemetery each year shall be limited to 207.12 acre-feet. Any diversions from Red Butte Creek described below will be under 57-10496. This water will be a combination of a maximum of 6 acre-feet from Red Butte Creek or from the City System, at the discretion of the City, for the initial filling of the reservoir each year; an additional maximum of 6 acre-feet for the bi-weekly refilling of the reservoir throughout the irrigation season from the City water system or Red Butte Creek, at the discretion of the City; and an additional maximum of 195.12 acre-feet from the City system for the irrigation of 48.78 acres within the cemetery. These amounts supplied from the City system

are to replace water under a combination of two water rights (57-10496 and Water Right 57-69)

The Federal Water Right- Red Butte Creek

The federal water right under 57-10496 includes the irrigation of 20 acres. That equates to 80 acre-feet. In addition, there is the water required for the initial filling and bi-weekly refilling of the reservoir throughout the irrigation season, which will be the 6 acre-feet for the initial filling and an additional 6 acre-feet for the bi-weekly refilling of the reservoir. The total amount of water delivered to replace 57-10496 when adding these quantities together, is 92 acre-feet. The 6 acre-feet for the initial filling of the reservoir will be diverted from Red Butte Creek under 57-10496 or from the City system, at the discretion of the City. The 6 acre-feet of water for the bi-weekly refilling of the reservoir throughout the irrigation season will be delivered from either the City system or from the Red Butte Creek diversion under 57-10496, at the discretion of the City. The 80 acre-feet of water for irrigation will come from the City system.

This Agreement is contingent on a separate agreement between the City and the United States concerning Red Butte Creek.

The Mt. Olivet Water Right – Emigration Creek

The Mt. Olivet Emigration Creek water right under Water Right Number 57- 69 includes 115.12 acre-feet of water for the irrigation of 28.78 acres within the cemetery. This 115.12 acre-feet of water for the irrigation of 28.78 acres will come from the City system.

The Combination of Deliveries Needed to Replace Federal and Mt. Olivet Water Right Supplies

The combination of the water needed to replace the 92 acre-feet under the federal right and 115.12 acre-feet under the Mt. Olivet right totals 207.12 acre-feet, which is the maximum to be supplied each year to Mt. Olivet Cemetery and the federal Mt. Olivet Reservoir.

Summary

The water deliveries can be summarized as follows:

- 6 acre-feet for the initial filling of the reservoir under the federal water right from Red Butte Creek, or the City system, at the City's discretion
- 6 acre-feet for the bi-weekly refilling of the reservoir throughout the irrigation season under the federal water right from

Red Butte Creek, or the City system, at the City's discretion

- 80 acre-feet for the irrigation of 20 acres from the City system delivered to replace water not diverted under the federal water right.
- Total delivery of 92 acre-feet to replace the federal right is a maximum of
 - 80 acre-feet from the City System for irrigation of 20 acres, and
 - 12 acre-feet from the City System or Red Butte Creek, at City discretion, for reservoir fillings.
- 115.12 acre-feet from the City system for irrigation of 28.78 acres to replace water not diverted from Emigration Creek under the Mt. Olivet water right.
- Total delivery of water to replace the federal and Mt. Olivet water rights is a maximum of 207.12 acre-feet. This includes 195.12 acre-feet for irrigation and 12 acre-feet for the initial filling and bi-weekly refilling of the reservoir throughout the irrigation season. Any delivery

of water above these volumes will be charged to Mt. Olivet at the then City rate.

The City also will provide water pressure of 55 pounds per square inch (psi) and a flow rate of 1000 gallons per minute (gpm) to the cemetery's system. Mt. Olivet and the City will test Mt. Olivet's system to confirm it is sufficient to handle 55 psi and 1000 gpm. Mt. Olivet agrees to hold the City harmless against any irrigation system failure or damage caused by something other than City negligence. Any necessary repairs or upgrades to Mt. Olivet's current system shall be made by Mt. Olivet at its sole expense.

- b. In consideration for Mt. Olivet's forbearance from using Water Right 57-69 from Emigration Creek, the City agrees to construct and pay for all piping, a City valve, a Mt. Olivet valve available for Mt. Olivet to operate, a flow meter available for Mt. Olivet to monitor physically and electronically, connections, a pressure reducing valve to reduce pressure to 55 psi, a pressure gauge for Mt. Olivet, a tee with a valve and pipeline to the Mt. Olivet Reservoir, and backflow connections, including hard disconnects to the Mt. Olivet Reservoir pump connection and the well connection; all of which additions are necessary for the City's delivery of culinary water to Mt. Olivet for irrigation, and for

refilling the Mt. Olivet Reservoir as described in Section III.A.3.
(See Schematic Drawing attached as Exhibit A).

Mt. Olivet will provide a location on its property acceptable to the City for placement and operation and maintenance of the backflow prevention system, accessible to the City. The backflow system requires annual testing. The City will maintain and test the backflow system at its cost. The City shall have access on Mt. Olivet property for these operation and maintenance purposes. For all other infrastructure installed under this Agreement on Mt. Olivet's side of the city flow meter, Mt. Olivet shall maintain, repair, and replace as needed. The City will design or otherwise provide connection and backflow control.

- c. Mt. Olivet will irrigate with its own system and sources for the 2025 irrigation season and until the City is able to deliver water to Mt. Olivet under Section III.A.1. The Parties understand and agree the City's provision of water for cemetery irrigation may require a test period to determine if Mt. Olivet's system is able to receive water at the flow and pressure values contemplated in this Agreement or if such values should be revised. Should testing reveal the Mt. Olivet irrigation system requires extensive modification or upgrade solely to receive City water service, the Parties will confer in good faith regarding modifications and will

memorialize any agreement in that regard with a signed addendum to this Agreement. In addition, the City may coordinate with Mt. Olivet to observe and record the irrigation procedures, pressures, and volumes during low- and high-demand scenarios during the 2025 irrigation season. Should testing reveal the need to modify this Agreement after the 2025 irrigation season, the Parties will memorialize such modifications with signed addenda to this Agreement.

- d. Mt. Olivet may not use or introduce through fertigation or otherwise any chemical fertilizer in its irrigation system.
- e. Mt. Olivet will sign the City's standard customer service agreement on the same terms and conditions as other City customers, except for a modified payment obligation set forth in section A.1.a..
- f. Mt. Olivet may sprinkle irrigate, as Mt. Olivet deems necessary, between April 1 and October 31, but shall use all reasonable efforts to defer or reduce irrigation when conditions permit. Mt. Olivet's sexton or his employee will control the flow of City water entering the Mt. Olivet system and will have access, both electronically and physically, at all times to the flow meter for the system.

- g. Mt. Olivet shall at its cost operate and maintain its irrigation system and reservoir in good repair to the end that water is used as efficiently as is reasonably practicable.
- h. City delivery of this irrigation water is not subject to the Emigration Creek water available for Water Right 57-69.
- i. Mt. Olivet must obtain a storm water drain permit from the City before any water released from the Mt. Olivet Reservoir enters the City storm water drain system.
- j. Mt. Olivet owns a well with Water Right 57-2526, which can be used on its property on the full 48.78 acres and has a sole supply of 0.0 acres. (Boyer Company holds legal title to 2/7ths of 57-2526, but its change application was rejected by the State Engineer, and Boyer Company cannot use 57-2526. Mount Olivet holds legal title to 5/7ths of 57-2526 and beneficial use to irrigation of at least the full 48.78 acres at the cemetery.) Mt. Olivet's well is supplemental to Water Right 57-69 and Water Right 57-10496. Mt. Olivet may use its well only when the City cannot or does not deliver sufficient irrigation water as described in this Agreement. Mount Olivet will not use its well when the Mt. Olivet irrigation system is physically connected to the City's culinary system. Hard disconnect backflow devices, constructed and paid for by the City (as stated in Section III.A.1.b), will be used to sever the connection

of the City's culinary system prior to connecting the well or reservoir to the Mt. Olivet irrigation system. In addition, a standard back-flow assembly, as constructed and paid for by the City, will protect the culinary system from the irrigation system. Mt. Olivet may turn on its well for 30 minutes every two weeks to maintain the pump and motor and release the water onto the ground to the south of the well, but only when there is a hard disconnect between the well and the irrigation system. See Schematic Drawing.

Mt. Olivet shall notify the City before turning on the well.

2. City's Use of Mt. Olivet's Non-Diverted Water

- a. To allow for the City's use of Mt. Olivet's non-diverted Emigration Creek water, Mt. Olivet shall forbear and not divert under Water Right 57-69 for any purpose, at any time, for as long as the City's water delivery to Mt. Olivet continues pursuant to this Agreement.
- b. Should circumstances arise under which the City is unable to deliver water as agreed in Section III. A.1., Mt. Olivet may use Water Right 57-69.
- c. Subject to Section III. A.2.e, barring emergent circumstances making notice impractical, Mt. Olivet shall notify the City no less than three days before commencing diversion under Water Right 57-69.

- d. Barring emergent circumstances making notice impractical, the City shall notify Mt. Olivet 30 days before ceasing water delivery as described in Section III.A.1.
- e. In the event of unplanned disruption in City water supply to Mt. Olivet, the City shall take all necessary measures to correct any matters and re-start the water supply. The City shall have a maximum of five days in which to correct any issues with its supply of water to Mt. Olivet before Mt. Olivet commences using Water Right 57-69.
- f. Mt. Olivet may at its option file an Application for Nonuse of Water with the Division of Water Rights. As long as this Agreement remains in effect, the Parties waive protest to such application(s).
- g. Nothing in this Agreement is or is intended to be an abandonment of Water Right 57-69 as described in the PD and under the Distribution Schedule. The Parties understand and agree the City may divert, under and within the limits of its existing downstream rights, any available water not diverted by Mt. Olivet under Water Right 57-69.

3. Delivery of Water to Mt. Olivet's Reservoir.

- a. Mt. Olivet's reservoir ("the Reservoir") is located on land owned by the United States.

- b. Mt. Olivet has a right of way to use the land as a Reservoir, with very specific dimensions, limitations, and boundaries, for the benefit of the cemetery.
- c. The Reservoir supports various types of wildlife and wetland values, important to the United States.
- d. During the irrigation season, the Reservoir loses water from natural evaporation and seepage above the reservoir liner. The Reservoir covers about one acre, which is in addition to Mt. Olivet's 48.78 acres of cemetery land. The Reservoir loses about 2 acre-feet per year in evaporation.
- e. Prior to freezing temperatures in the winter season, the Reservoir must be drained so that only about one-quarter of the water remains in the Reservoir.
- f. The Reservoir should be filled by about April 1 of each year.
- g. To prevent the Reservoir from becoming a nuisance and eyesore due to algae film and stagnant water during the irrigation season, the Reservoir should be re-filled once every two weeks to preserve its beneficial uses under Mt. Olivet's right of way with the United States. Also, the water pump in the pump house must run for 30 minutes every month to preserve its utility. The initial annual filling of the Reservoir and bi-weekly refills during the irrigation

season require up to 12 acre-feet of water per year. Reservoir maintenance and repair shall be Mt. Olivet's sole responsibility.

- h. To preserve the beneficial uses of the Reservoir, the Reservoir requires six acre-feet for an initial fill and six acre-feet for bi-weekly refills throughout the irrigation season, totaling 12 acre-feet per year.
- i. The initial annual filling of the Reservoir will preferably be supplied by six acre-feet of water from Red Butte Creek diverted at Mt. Olivet's Sunnyside diversion and measured at the Mt. Olivet Reservoir existing measuring device under United States' federal reserved water right 57-10496 during high flow, typically during April of each year. City must have access to verify the accuracy and condition of the measuring device. Alternatively, at City discretion the initial filling may be supplied from the City System. Bi-weekly reservoir refills throughout the irrigation season up to six acre-feet per annum will be supplied by the City, in addition to the 195.12 acre-feet the City supplies for irrigation of the 28.78 acres of cemetery land and 20 acres of United States land, on the same terms as the City's supply obligations in this Agreement. The City will supply the bi-weekly refillings through a pipe constructed by the City to the Reservoir. During times of high flow in Red Butte Creek, however, the City may at its discretion, and in

consultation with Mt. Olivet and the United States, use Red Butte Creek for one or more bi-weekly reservoir refills throughout the irrigation season.

- j. Mt. Olivet may not divert the water from the Reservoir for irrigation purposes so long as the City continues supplying water to Mt. Olivet as described in this Agreement.

4. The Underlying Distribution Schedule for Emigration Creek.

- a. In either of the following two instances, the following underlying Distribution Schedule for surface water in Emigration Creek at the Diversion Structure shall be used: (1) prior to the commencement of City's delivery of water to Mt. Olivet by connection to the City's public water system; or (2) at any time when the City is unable to supply this agreed-upon water to Mt. Olivet, Mt. Olivet may use Water Right 57-69, and the Parties actually diverting surface water at the Diversion Structure from Emigration Creek will cooperate according to the following Distribution Schedule during the following periods of time:

Mt. Olivet (57-69): Noon on Wednesday to Noon on Saturday

City (57-8496 and 57-8497): Noon on Saturday to Noon on Sunday

Parks (57-7588): Noon on Sunday to Noon on Wednesday

- b. The affected Parties may agree among themselves to change the days of the week for distribution, so long as Mt. Olivet takes Emigration Creek water three days a week, Parks takes Emigration Creek water three days a week, and City takes Emigration Creek water one day a week.

5. Filing and Recording the Agreement.

When this Agreement is fully executed, it shall be included in a Notice of Stipulated Settlement of Objection Proceeding and Joint Stipulation to Resolve Objection 57-1 and filed with the Third District Court. When this Objection 57-1 has been dismissed, a certified copy of this Agreement with the appropriate stipulation shall be recorded with the Salt Lake County Recorder and filed with the Utah Division of Water Rights for each water right subject to this Agreement. The Division of Water Rights will place a copy of the Agreement in the file and the electronic database for Mt. Olivet Water Right 57-69, City Water Rights 57-8496 and 57-8497, and Parks Water Right 57-7588.

6. The PD: The Parties agree that the water rights subject to this Agreement are as described in the PD and any subsequent change applications, and are not altered by this Agreement, and no addendum shall be added to the PD. Rather, the Parties agree to add the following sentence to the PD and to the electronic records of the Division of Water Rights for the water rights subject to this Agreement that are used to divert surface water at the Diversion Structure, for the sole purpose of

referring to this Agreement: “These water rights are subject to a distribution agreement on file with the Division of Water Rights.”

7. Prior Agreements or Arrangements: This Agreement replaces and supersedes all prior agreements between the Parties or Emigration Creek use arrangements or understandings among the Parties.

8. No Joint Venture: Nothing in this Agreement will be construed as creating a joint venture, agency, or any other relationship between the Parties other than that of arms-length contracting parties.

9. EID, City (Zoo), and Parks Diversions: Subject to Section III.A.4., nothing in this Agreement changes EID’s, Parks’ and City’s (Hogle Zoo) use of their respective water rights as authorized in the PD.

10. Dismissal of Objections: Within ten days of the full execution of this Agreement, the Parties shall file such stipulation(s) or notice(s) necessary to dismiss the Mt. Olivet Objection and proceedings, with prejudice. The Parties anticipate the PD, including the additional sentence cited in Section III.A.6., shall ultimately be decreed by the court as the final determination of their respective rights, which decree shall govern their rights until it is reversed, modified, vacated, or otherwise legally set aside. Nothing in the PD or decree shall be construed to upset or terminate this Agreement.

11. No Changes or Sales: Unless explicitly authorized by the terms of this Agreement, the Parties shall not sell, move, change, or attempt to change in any way the water rights subject to this Agreement that are used to divert surface

water at the Diversion Structure without the written consent of the other Parties that also divert water at the Diversion Structure. The Parties agree the restrictions imposed by this paragraph shall not apply to any instream flow change application filed by Parks pursuant to Utah Code § 73-3-30.

Unless the terms of this Agreement expressly provide otherwise the Parties agree that their entry into this Agreement shall not impair the Parties' abilities to protest any change applications that the Parties believe may impair their respective water rights as those rights are described in the Proposed Determination, including but not limited to change applications filed by the Parties to this Agreement, or to take any other legally appropriate and available action to protect their water rights as those rights are described in the Proposed Determination.

12. Except for its duties arising under this Agreement, nothing in this Agreement waives the City's governmental immunity protections under the Utah Governmental Immunity Act.

IV. Miscellaneous:

A. Entire Agreement. This Agreement constitutes the entire understanding among the Parties with respect to the subject matter hereof and supersedes all negotiations, representations, prior discussions, or preliminary agreements relating to the subject matter of this Agreement.

B. Cooperation. Each Party shall execute and deliver such additional documents and instruments and perform such additional acts as another Party may reasonably request or

as may be reasonably necessary or appropriate to effectuate, consummate, or perform any of the terms, provisions, or conditions of this Agreement.

C. Successors. This Agreement shall inure to and bind the Parties' successors and assigns.

D. Survival. All warranties, representations, covenants, and other agreements of the Parties hereto which are reflected herein shall survive the execution and delivery of this Agreement.

E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, even though all Parties do not sign the same counterpart. A signature sent by email shall be the same as if it were an original.

F. Modification. This Agreement may not be modified, waived, amended, or changed unless the same is in writing and signed by the Parties.

G. Attorney Fees and Costs. Each Party shall bear its own attorney fees and costs related to the Determination and to the creation and entering into this Agreement.

H. Governing Law. This Agreement shall be interpreted and applied according to Utah law without regard to Utah's choice of law principles.

I. Mediation or Neutral Assistance First. In the event of a dispute about rights or duties under, or operation of, this Agreement, a Party considering itself aggrieved must first contact the other Party(ies) and, if the matter cannot be resolved through discussion, shall arrange mediation, either formal or informal, to resolve any dispute before pursuing any action in court. A single, qualified mediator shall be sufficient, and the Parties in

such mediation shall split the mediator's fee 50% each or, if there are more than two Parties to the mediation, equally among all Parties.

J. No Self Help. Except for an emergency, should any Party detect or claim noncompliance with this Agreement by another Party, the Party detecting or claiming such noncompliance shall not change, remove, displace, dispose of, or otherwise act to correct the alleged noncompliance without first notifying the other Party and urging correction of the alleged noncompliance, and shall invoke Subsection (I) according to its terms.

K. Specific Enforcement. All duties called for in this Agreement are and shall be specifically enforceable.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below, to be effective on the date of the last signature among the Parties.

Mount Olivet Cemetery Association

By: _____

Printed: _____

Its: _____

Dated: _____

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

On the ___ day of _____, 20___, personally appeared before me _____, who being first duly sworn, did acknowledge to me that he is the signer of the foregoing instrument, that he signed on behalf of Mount Olivet Cemetery Association, pursuant to full legal authority as its _____.

NOTARY PUBLIC

Salt Lake City Corporation

By: _____
Laura Briefer

Its: Public Utilities Director

Dated: _____

ATTEST AND COUNTERSIGNED:

By: _____
City Recorder

APPROVED TO FORM:

By: _____
Deputy City Attorney

Date: _____

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

On the ___ day of _____, 20___, personally appeared before me Laura Briefer, who being first duly sworn, did acknowledge to me that she is the signer of the foregoing instrument, that she signed on behalf of Salt Lake City Corporation pursuant to full legal authority as its Public Utilities Director.

NOTARY PUBLIC

State of Utah, Division of State Parks

By: _____

Printed: _____

Its: _____

Dated: _____

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

On the ___ day of _____, 20__, personally appeared before me _____, who being first duly sworn, did acknowledge to me that he is the signer of the foregoing instrument, that he signed on behalf of State of Utah, Division of State Parks, pursuant to full legal authority as its _____.

NOTARY PUBLIC

Emigration Improvement District

By: _____

Printed: _____

Its: _____

Dated: _____

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

On the ___ day of _____, 20__, personally appeared before me _____, who being first duly sworn, did acknowledge to me that he is the signer of the foregoing instrument, that he signed on behalf of Emigration Improvement District pursuant to full legal authority as its _____.

NOTARY PUBLIC

EXHIBIT A

