

REQUEST NO. 2: Admit that you have not filed a non-use application on any portion of 57-10349 (the original Big Ditch water right).

ANSWER: Admit.

REQUEST NO. 3: Admit that you have not filed a non-use application on any portion of your Big Cottonwood Creek water rights.

ANSWER: Admit.

REQUEST NO. 4: Admit that you have never filed any notice or map with the Division of Water Rights on Big Ditch's original water right from June 27, 1905 to 1914 authorizing Big Ditch's original water right for use by Salt Lake City inhabitants.

ANSWER: Salt Lake City objects to Request No. 4 for the reason that it is ambiguous and makes no sense. To the extent Request No. 4 may nonetheless require a response, Salt Lake City notes that title to the water rights acquired by Salt Lake City from Big Ditch in 1905 was quieted in Salt Lake City in the Morse Decree to which both Big Ditch and the State Engineer were parties. Copies of that Decree have been filed with, and are otherwise found in, the files of the Division of Water Rights.

REQUEST NO. 5: Admit that you have not filed any change applications on any portion of Big Ditch's original water right.

ANSWER: Admit.

REQUEST NO. 6: Admit that you used the formula "35.5% of flow max 35.0 cfs" to calculate the SLC-BDIC water exchange agreement.

ANSWER: Salt Lake City objects to Request No. 6 for the reason that it is ambiguous and makes no sense. To the extent Request No. 6 may nonetheless

require a response and to the extent Salt Lake City understands it, the Request is denied.

REQUEST NO. 7: Admit that one of the reasons you have protested and sued Big Ditch is to prevent it from expanding Big Ditch's service area.

ANSWER: Deny.

REQUEST NO. 8: Admit that in May 2005 a lawyer representing Salt Lake City discussed with Big Ditch representatives Salt Lake City's possible purchase of Big Ditch treasury stock.

ANSWER: Salt Lake City admits that the possibility of such a purchase was once suggested by a Big Ditch representative but denies that Salt Lake City initiated the discussion as seemingly suggested by Request No. 8.

REQUEST NO. 9: Admit that Salt Lake City lawyers discussed an agreement with Big Ditch to seek an injunction against a Big Ditch shareholder to stop a change application on Big Ditch water shares that sought to expand Big Ditch's service area.

ANSWER: Deny.

REQUEST NO. 10: Admit that the waters of Big Cottonwood Creek are fully appropriated.

ANSWER: Admit.

REQUEST NO. 11: Admit that over the past 20 years you have not pumped more than 10,000 acre-feet of water from your wells.

ANSWER: Deny.

REQUEST NO. 12: Admit that you have never disputed in writing Judge Morse's 1914 degree.

ANSWER: Admit.

REQUEST NO. 13: Admit that you withdrew water application 35-8087 which sought to appropriate 300 cfs of water.

ANSWER: Admit.

REQUEST NO. 14: Admit that 300 cfs is more water than the amount disputed in this lawsuit.

ANSWER: Deny.

REQUEST NO. 15: Admit that Salt Lake City's surplus water sales agreement with the Town of Alta is revocable by Salt Lake City.

ANSWER: In response to Request No. 15, Salt Lake City notes that the referenced agreement speaks for itself and, on that basis, is not able to admit or deny Big Ditch's characterization of only a portion of that agreement.

Dated this 25th day of March 2008.

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Answers to Defendant J L.C.'s Second Set of Request for Admissions was mailed by U.S. Mail to the following this 25th day of March 2008.

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