

oyd Simper
orth Jordan Irrigation Company
/88 Hidden Cove Drive
aylorsville, Utah 84107

CONSENT AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of April, 1997, by and between NORTH JORDAN IRRIGATION COMPANY, a corporation organized and existing under the laws of the State of Utah, hereinafter called "North Jordan" and RIVER OAKS ASSOCIATES, LTD., a Utah limited partnership, hereinafter called "River Oaks".

WITNESSETH:

WHEREAS, River Oaks is in the process of building a golf course near 90th South and the Jordan River in Salt Lake County, Utah, and

WHEREAS, River Oaks plans to construct said golf course on both the east and west sides of North Jordan's canal which will necessitate improvements and encroachments along and adjacent to said canal, and

WHEREAS, River Oaks desires to construct and thereafter maintain bridges over North Jordan's canal to be used for vehicular and foot traffic purposes, and

WHEREAS, River Oaks also desires to construct and thereafter maintain a buried water pipeline under said canal in order to transport irrigation and storm drainage water from one side of the canal to the other, and

WHEREAS, North Jordan will consent to River Oaks' proposed construction of bridges and a pipeline over and within North Jordan's canal right-of-way on the following terms and conditions:

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. For the sum of FOUR HUNDRED DOLLARS (\$400.00) and other good and valuable consideration, receipt of which is hereby acknowledged, North Jordan hereby consents to the construction of bridges and a pipeline for the purposes hereinabove stated. River Oaks, its successors or assigns shall have the right of ingress and egress to and from North Jordan's right-of-way to maintain, repair or replace said bridge structures and pipeline.

2. River Oaks acknowledges that the general public does not presently have access, other than by trespass, to North Jordan's water diversion and delivery system from 90th South and River Oaks agrees that controlled access gates will be maintained in order to restrict access to North Jordan facilities.

3. River Oaks further acknowledges that North Jordan must dredge excessive silt and sediment from the canal as a result of normal sediment discharge from the Jordan River and that said silt and sediment is deposited upon the service roadway adjacent to the canal. Because of this requirement, the roadway becomes unusable, unsightly and the organic material often becomes offensive because of the smell. River Oaks agrees to

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accept these conditions as normal operating conditions associated with North Jordan's operations and further agrees not to file any complaints, formal or otherwise against such practices, with any governmental agency or authority. North Jordan agrees to be reasonable and considerate in the way it carries out its dredging operations so as to interfere as little as necessary with the operation of the golf course. In recognition of the agreement of North Jordan to be reasonable and considerate in carrying out its dredging operations, River Oaks shall allow North Jordan to use a dirt road to exit the golf course property each time the dredging described in this paragraph is completed. Said dirt road extends west of the terminus of Riverside Drive along the southern property line of the golf course, and then northwest along the east side of the Jordan River to the North Jordan Canal/Jordan River diversion point.

4. River Oaks will, without cost or expense to North Jordan, construct said bridge structures and pipeline to specifications set forth upon engineering drawing numbers DT-2, DT-3, DT-4 and upon a copy of River Oaks' site plan to be submitted for city approval, all drawings as designed and drawn by Forsgren Associates, which drawings are attached hereto as Exhibits "A", "B", "C" and "D" respectively, and by this reference are made a part hereof.

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5. Said bridge structures and all parts thereof as they cross ~~under~~ said canal, shall at all times, be maintained, repaired, renewed and operated by River Oaks its successors or assigns, in such a manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of said canal with regard to its flow, use, maintenance or repair by North Jordan. In the event said bridge structures, roadways or footpaths encroach upon North Jordan's access road, then River Oaks shall construct said encroachments in such a manner that their use will not result in damage to any maintenance equipment of North Jordan or its contractors. If curb, gutter or sidewalks are to be part of the completed structures they must be designed for heavy loads that will cross them. If any gates are to be replaced or constructed across North Jordan's access roadway, they must be at least twenty (20) feet in width and must be maintained in good repair and operating condition by River Oaks, its successor or assigns.

6. Said irrigation and storm water pipeline and improvements and all parts thereof as they cross under or into said right-of-way of North Jordan shall be constructed such that the top of the conductor casing will be at least three (3) feet below the bottom grade of the canal. In the event the grades of River Oaks' water impoundments are such that the required three (3) foot depth can not be met, then River Oaks must construct a six (6) inch thick reinforced concrete pad over the top of the buried pipeline extending three (3) feet on either side of the centerline of the pipeline. In the event grades will permit the required three (3) foot depth, then River Oaks shall cause the canal excavation to be backfilled and compacted to standard engineering specifications for open excavations. If within one (1) year after completion of the pipeline construction said backfill and compaction is found to be defective, River Oaks, its successors or assigns shall upon written notification by North Jordan of the defective work, promptly and without cost to North Jordan, repair the defective area.

7. River Oaks agrees to compensate North Jordan for any damage that North

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Jordan may suffer as a result of the construction, operation and maintenance of said bridge structures and pipeline and the use of North Jordan's right-of-way, including damages to equipment or personnel by errant golf balls struck by users of the golf course. Further, River Oaks, its successors or assigns, agree to indemnify and save North Jordan harmless against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon North Jordan for damage because of bodily injuries, including death, at any time resulting therefrom, or on account of damage to property, sustained by any person or persons, arising out of or in any manner connected with, or growing out of or predicated upon its use of North Jordan's right-of-way, whether or not such bodily injuries, death, or damage to property arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by a statute or ordinance or regulation, on the part of River Oaks, its successors or assigns, North Jordan, employees, or agents of any of them, or any person or organization, but excluding any liability caused by sole negligence or willful misconduct of North Jordan.

8. River Oaks recognizes and agrees that time is of the essence of this Consent Agreement and should North Jordan or any party North Jordan is contractually obligated to for water delivery, suffer financial loss because water is not delivered to them because of construction of said bridge structures or pipeline and improvements of River Oaks, then and in that event, River Oaks shall pay the financial losses actually suffered. No supervision or advisory control, if any, exercised by North Jordan or on its behalf, shall relieve River Oaks of any duty or responsibility to the general public nor relieve River Oaks from any liability for loss, damage or injury to persons or property sustained as a result of River Oaks' crossing of North Jordan's right-of-way with said bridge structures and pipeline.

9. In the event North Jordan is required to bring any legal action to enforce the terms of this agreement, either before or after suit, River Oaks agrees to pay all costs incurred by North Jordan, including court costs and a reasonable attorney's fee.

10. This agreement represents the entire agreement between the parties concerning the project described herein. No subsequent oral or written representation concerning the subject matter of this agreement shall bind the parties unless the matter is set forth in written form, makes reference to this agreement and is signed by both parties.

11. River Oaks acknowledges that North Jordan must apply herbicidal chemicals to treat the canal for excessive weed growth, and that said chemical fumes may adversely affect persons who inhale them or whose eyes may come in contact with the herbicides during the course of treatment in the canal. It is agreed that North Jordan will give River Oaks no less than three (3) days prior notice of the time and date of treatment and River Oaks will use its best efforts to regulate course usage so as to divert golfers away from the canal within what ever a prudent distance would dictate depending upon weather conditions at the time of treatment and for four (4) hours thereafter. River Oaks, its successors or assigns, further agree to patrol said restricted area to prevent its users from entering during the treatment period and agrees to indemnify and save North Jordan

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harmless against any and all claims that may result from users or guests of the golf course, agents or employees of River Oaks, its successors or assigns, as a result of said chemical application.

12. This Agreement and the conditions contained herein shall be a covenant running with the land and shall be binding upon River Oaks, its successors and assigns for so long as said North Jordan canal is utilized as a water conveyance facility.

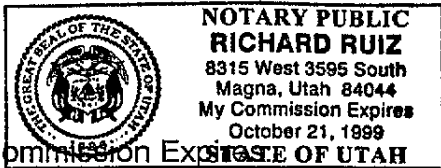
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers on the date first above written.

NORTH JORDAN IRRIGATION COMPANY

By Keith S. Hansen
Its President

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

The foregoing instrument was acknowledged before me this 24th day of April, 1997, by Keith S. Hansen, President of NORTH JORDAN IRRIGATION COMPANY.



My Commission Expires STATE OF UTAH

Richard Ruiz
NOTARY PUBLIC
Residing at: _____

ASSOCIATES Ltd.
RIVER OAKS DEVELOPMENT CORPORATION

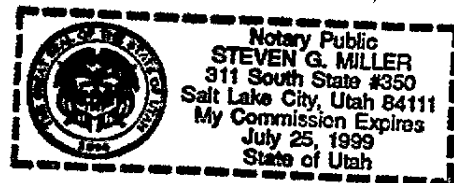
By Ken Holman
Its Pres, Overland Management & Realty Corp
Its General Partner

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

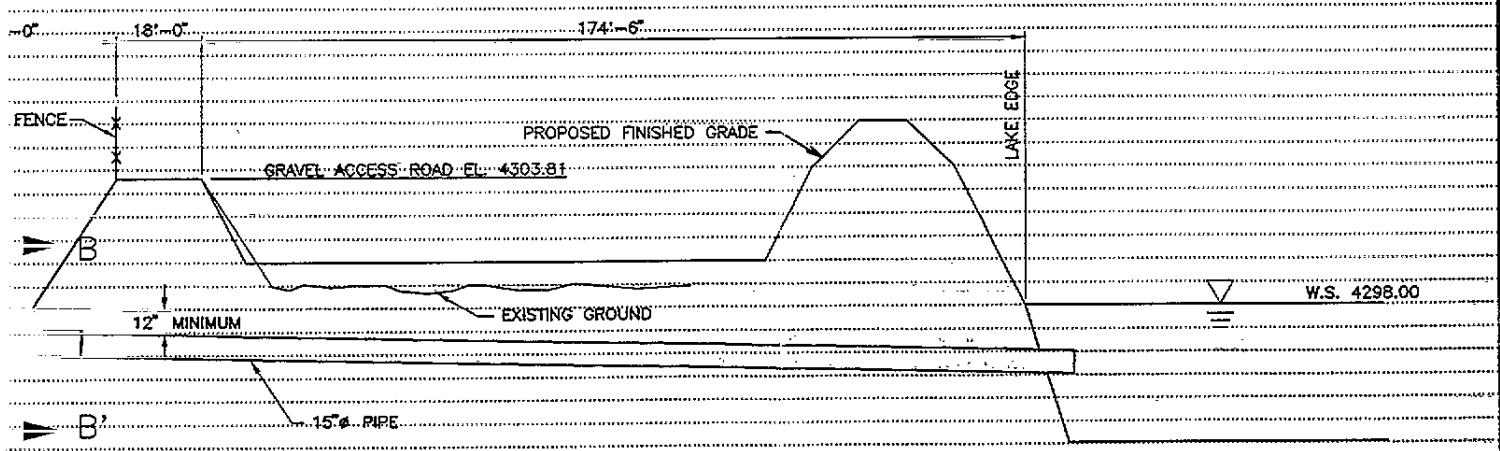
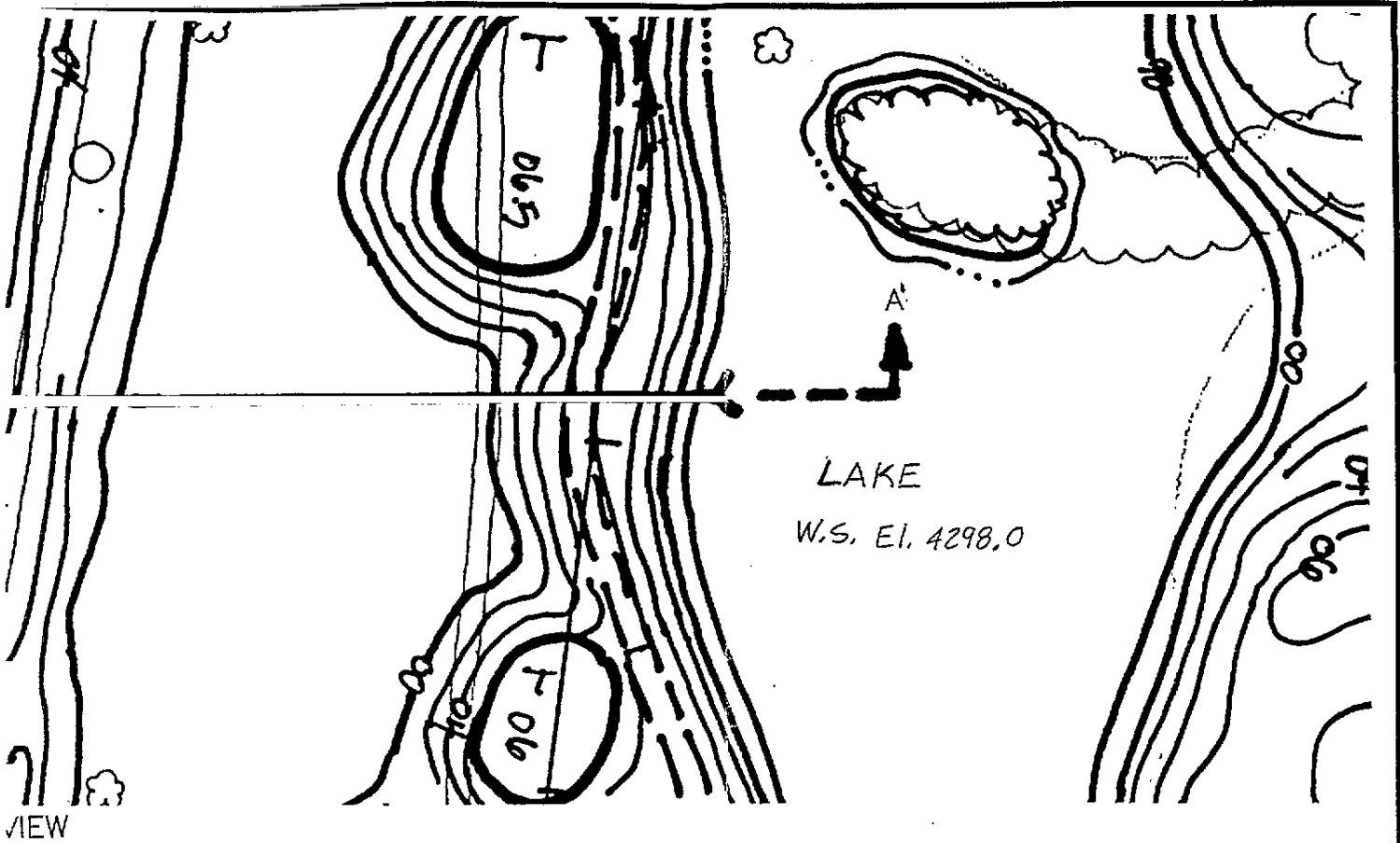
The foregoing instrument was acknowledged before me this 29th day of April, 1997, by Ken Holman, President of RIVER OAKS DEVELOPMENT CORPORATION Overland Mgt. & Realty Corp.

Steven G. Miller
NOTARY PUBLIC
Residing at: Salt Lake City, UT

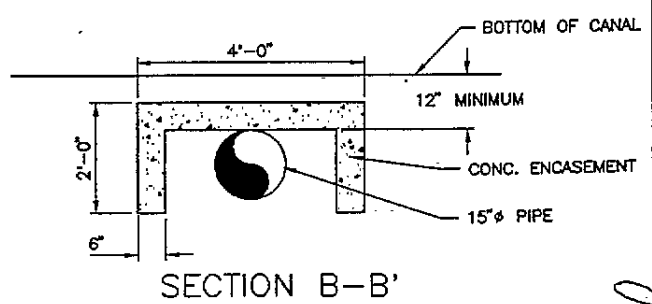
My Commission Expires:
July 25, 1999



BK 7773 PG 1322



SECTION A-A'



SECTION B-B'

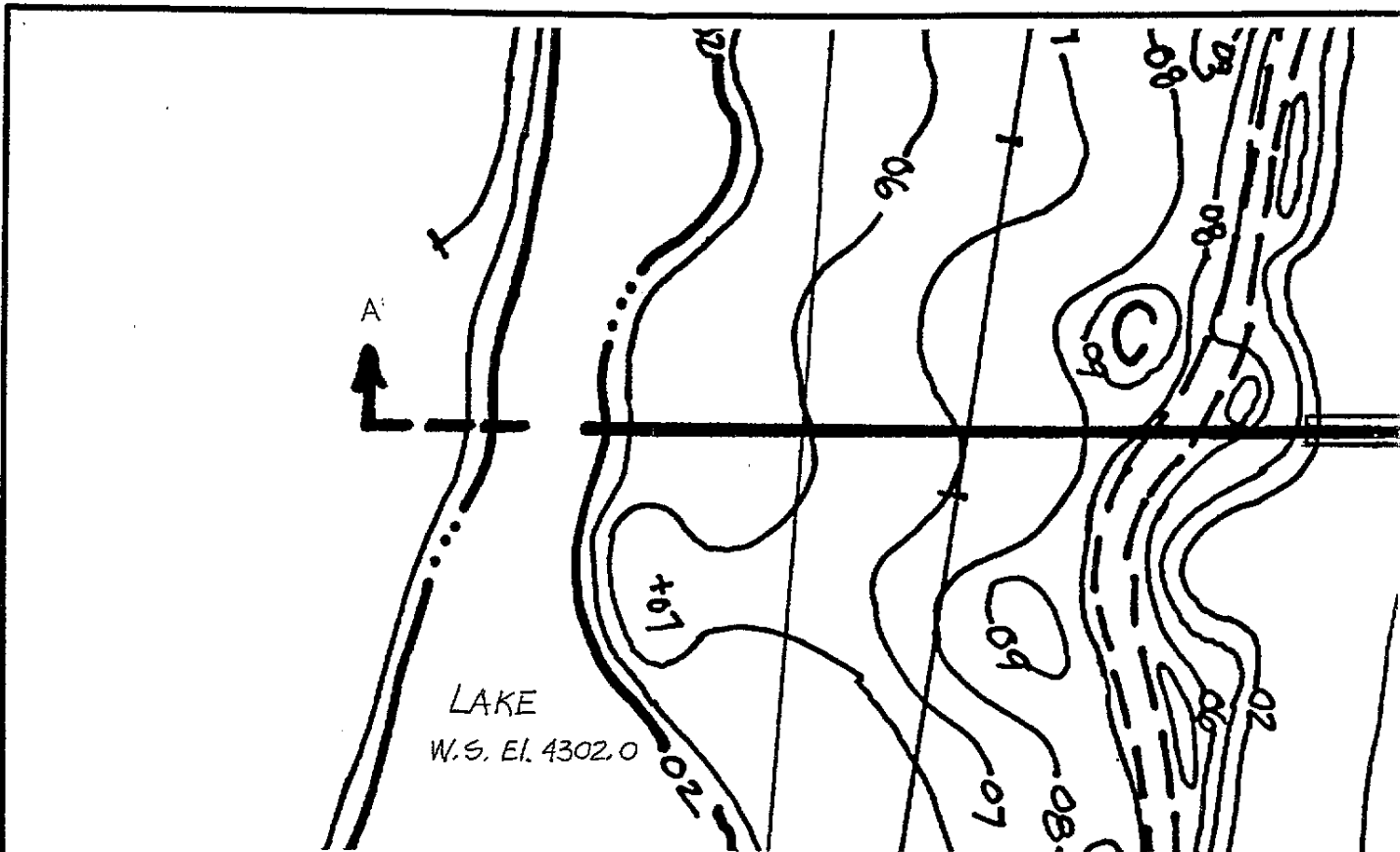
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FORSGREN ASSOCIATES / INC.
 370 EAST 500 SOUTH SUITE #200
 SALT LAKE CITY, UTAH 84111
 (801) 364-4785

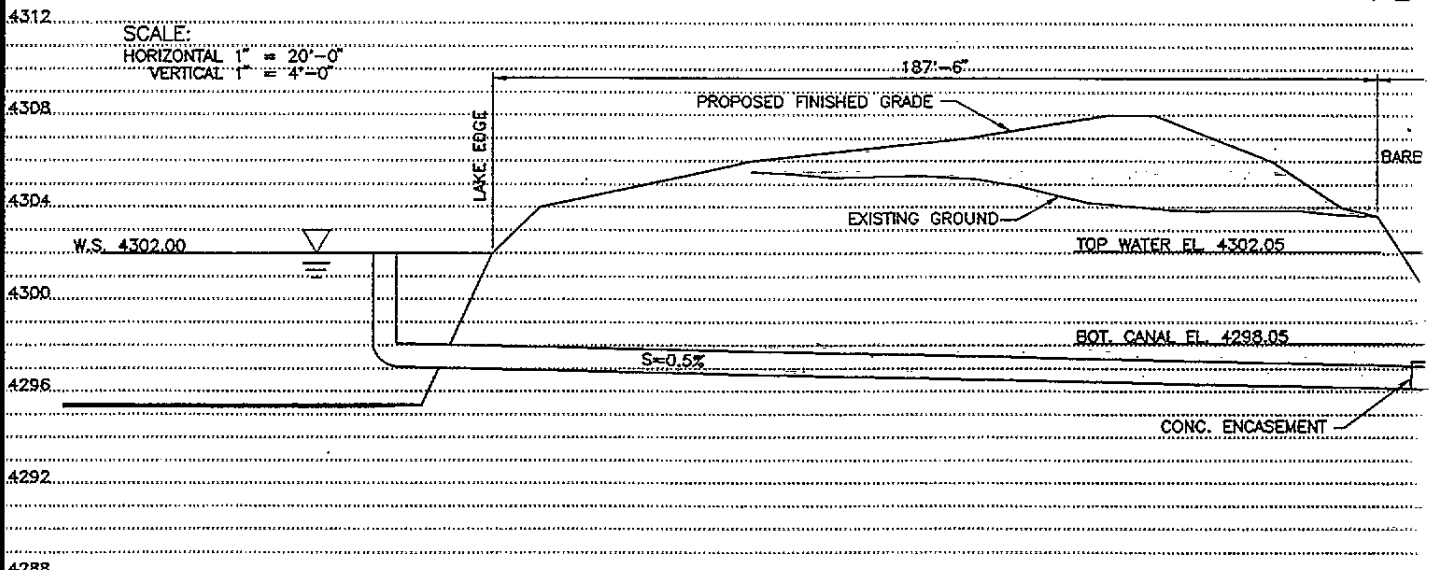
RIVER OAKS GOLF COURSE

NORTH JORDAN CANAL - CROSS SECTION

PROJECT NO.	596052
SHEET NO.	DT-2
FILE NAME	DT-2.DWG
SCALE	1"=20'



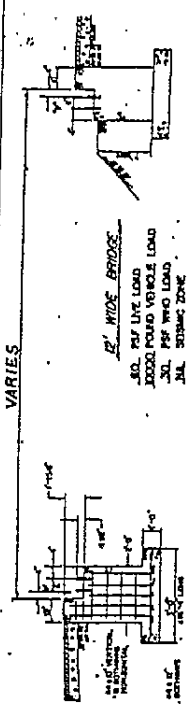
PLA



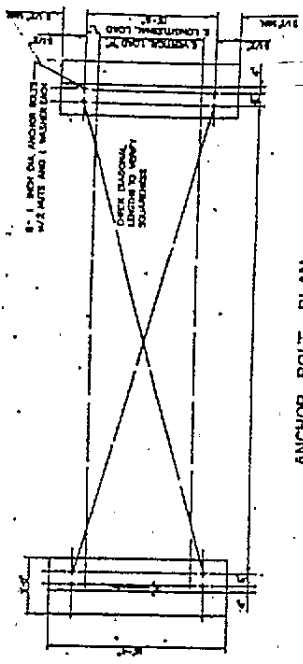
8/11/01
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NO.	REVISIONS	BY	DATE
This document or any part thereof in detail or design concept is the personal property of Foregren Associates / Inc. and shall not be copied without the written authorization of Foregren Associates / Inc.			
DRAWN 9/96 SRH		CHECKED _____	
DESIGNED _____		PROJECT ENGINEER	
APPROVED _____		PROJECT MANAGER	

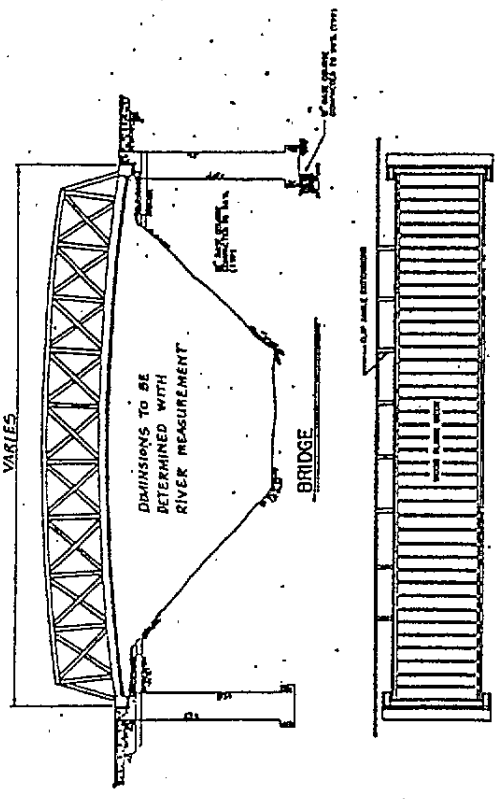
**OVERLAND DEVELOPEMENT
SANDY, UTAH**



ANCHOR BOLT ELEVATION



ANCHOR BOLT PLAN



BRIDGE PLAN

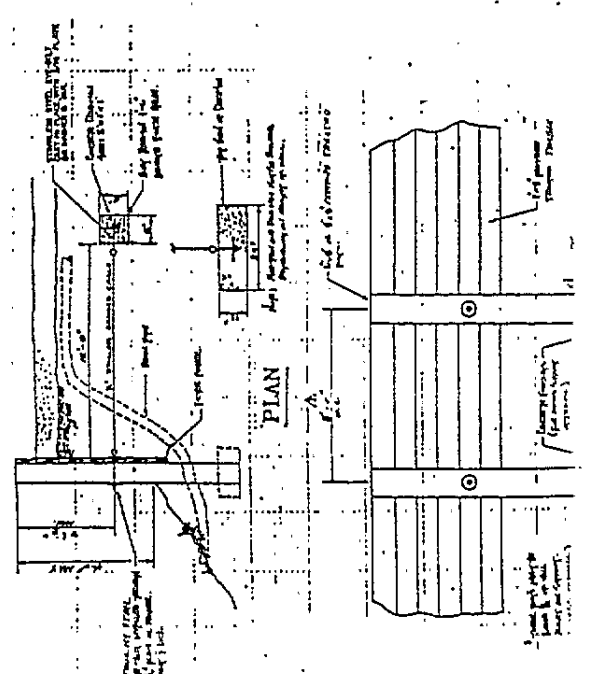
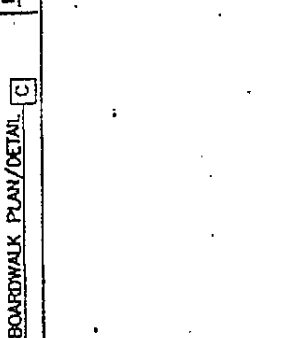
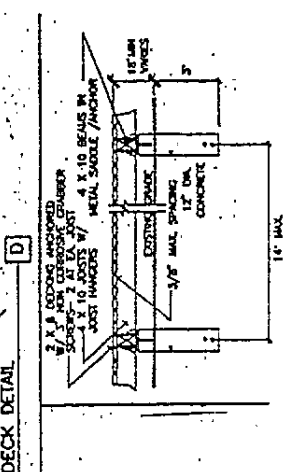
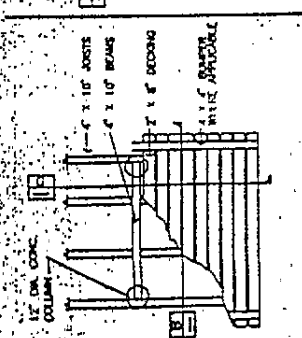
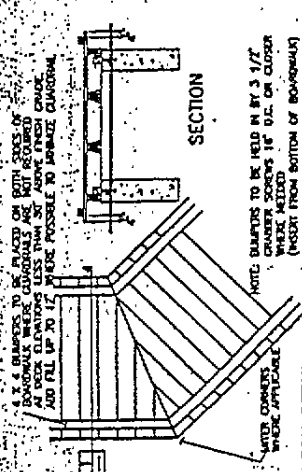
(B)

COMMON PRACTICE AS PER LOCAL OR CUSTOMER REQUIREMENTS. BRIDGE REACTIONS - APPROXIMATE

BRIDGE REACTIONS	AS PER LOCAL OR CUSTOMER REQUIREMENTS		APPROXIMATE	
	PER FOOT	PER LINEAL FOOT	PER FOOT	PER LINEAL FOOT
VERTICAL REACTION	1000	1000	1000	1000
HORIZONTAL REACTION	500	500	500	500
WIND REACTION	100	100	100	100
SEISMIC REACTION	100	100	100	100
SLAB REACTION	100	100	100	100
FOUNDATION REACTION	100	100	100	100

NOTE: REACTIONS ARE APPROXIMATE. BRIDGE REACTIONS SHOULD BE DETERMINED BY THE ENGINEER.

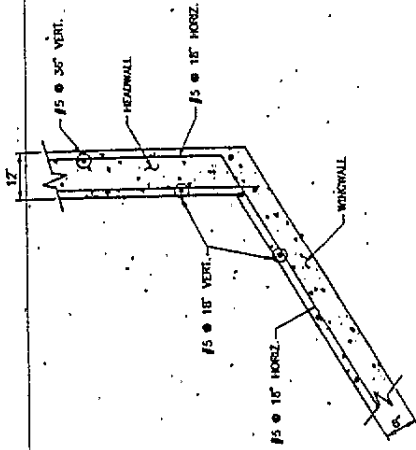
FORSYGREN ASSOCIATES / INC.
 370 EAST 500 SOUTH SUITE #200
 SALT LAKE CITY, UTAH 84111
 (801) 555-1125



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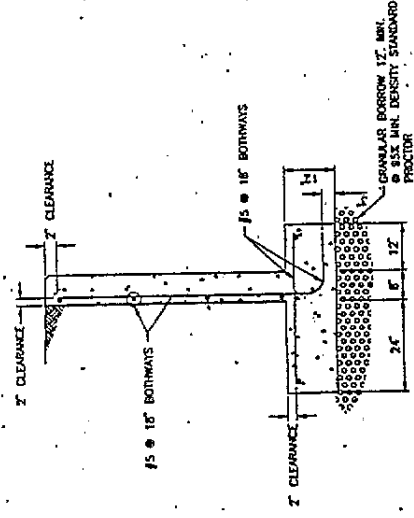
CONCRETE SHALL BE 4000 PSI (FC - 4000)
 #5 @ 18" VERT. & 18" HORIZ.
 #5 @ 18" VERT. & 18" HORIZ.

SECTION C-C



JOINT DETAIL E

SECTION B-B

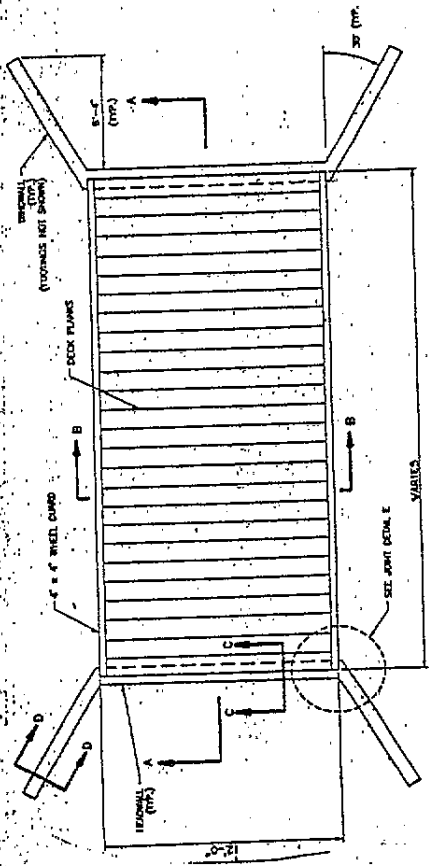


SECTION D-D

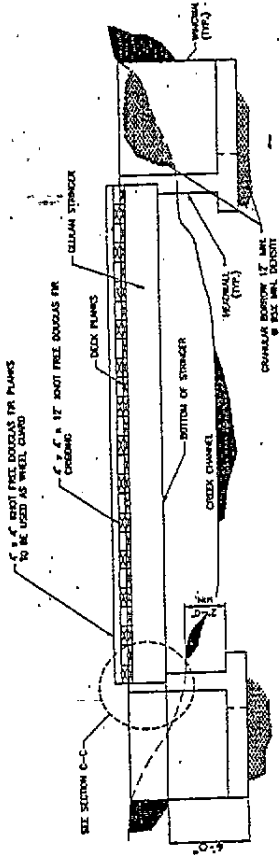
- NOTES:
1. ALL LUMBER AND CLINKERS TO BE PRESSURE PRESERVATIVE TREATED.
 2. ALL EXPOSED CONCRETE SURFACES TO RECEIVE HAND-REBBED FINISH.
 3. ALL REINFORCING STEEL SHALL BE ASTM A 615 GRADE 60.
 4. ALL CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI (FC - 4000)
 5. EXACT LOCATION & ELEVATION FOR EACH BRIDGE SHALL BE DETERMINED BY THE FIELD BY ENGINEER.
 6. ALL FOOTINGS, ABUTMENTS AND WINDWALLS SHALL BE BACKFILLED WITH GRANULAR MATERIAL AND COMPACTED TO 95% MIN. DENSITY STANDARD PROCTOR.

MISCELLANEOUS DETAILS
 RIVER OAKS GOLF COURSE

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PLAN
(A)



SECTION A-A

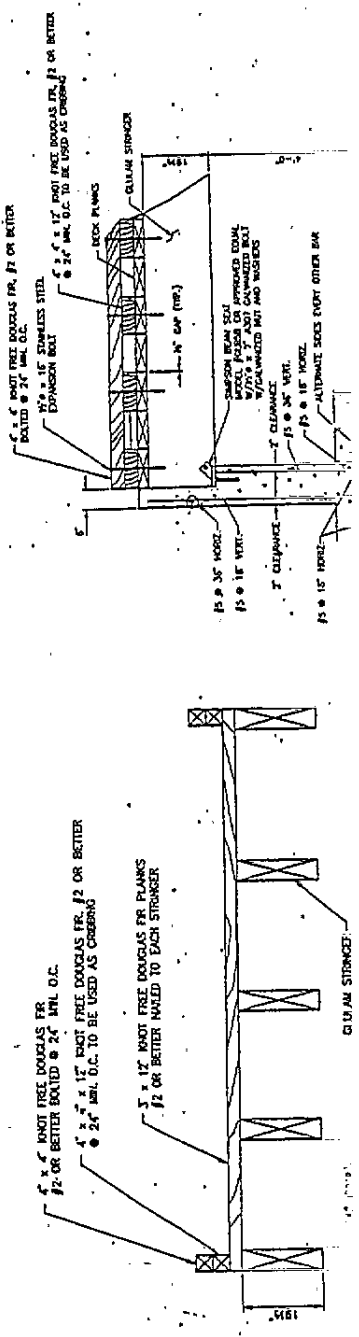


EXHIBIT "D"

**LEGAL DESCRIPTION
NORTH JORDAN CANAL EASEMENT**

That certain parcel of land encompassing the North Jordan Canal Easement as it crosses the River Oaks Golf Course located in Section 2, Township 3 South, Range 1 West, Salt Lake Base & Meridian, and being more particularly described as follows:

Commencing at the East Quarter Corner of said section 2, thence South 0°10'27" West along the East line of said Section 2 for 74.52 Feet; thence North 89°49'33" West perpendicular to said East line for 2348.24 Feet to a point on the East line of said North Jordan Canal Easement and the South right-of-way line of 9000 South Street, said point being the POINT OF BEGINNING; thence along the East line of said canal easement the following calls: South 8°34'47" West for 191.08 feet; thence South 4°57'52" West for 237.12 feet; thence South 6°35'53" West for 161.92 feet; thence South 0°40'42" West for 157.14 feet; thence South 0°00'00" West for 158.06 feet; thence South 2°56'14" West for 181.54 feet; thence South 15°17'42" West for 144.58 feet; thence South 20°07'18" West for 140.60 feet; thence South 3°02'47" East for 87.52 feet; thence South 10°29'48" East for 102.48 feet; thence South 19°59'33" East for 174.13 feet; thence South 18°14'37" East for 252.57 feet; thence South 12°57'10" West for 83.00 feet; thence South 29°07'02" West for 103.23 feet; thence South 29°43'16" West for 78.89 feet to a point near the South line of said golf course property; thence North 89°47'20" West for 84.47 feet to a point on the West line of said North Jordan Canal Easement; thence along said easement the following calls: North 29°43'16" East for 95.71 feet; thence North 29°07'00" East for 98.81 feet; thence North 12°57'11" East for 70.36 feet; thence North 18°14'36" West for 243.32 feet; thence North 19°57'59" West 176.98 feet; thence North 10°29'49" West for 106.16 feet; thence North 3°02'47" West for 95.62 feet; thence North 20°07'20" East for 145.49 feet; thence North 15°17'41" East for 140.07 feet; thence North 2°56'13" East for 177.52 feet; thence North 0°00'00" East for 157.46 feet; thence North 0°40'42" East for 158.87 feet; thence North 6°35'52" East for 162.74 feet; thence North 4°56'59" East for 236.83 feet; thence North 8°34'47" East 188.57 feet to a point on the South right-of-way line of 9000 South Street; thence North 89°55'38" East along said right-of-way line for 80.34 feet to the POINT OF BEGINNING.

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10/02/97 12:24 PM 30.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
NORTH JORDAN IRRIGATION CO
4788 HIDDEN COVE DR
TAYLORSVILLE, UT 84107
REC BY: D KILPACK DEPUTY - WI

BK 7773 PG 1329