

2718946

A G R E E M E N T

This Agreement made and entered into this 21<sup>st</sup> day of March, 1975, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA acting by and through the Bureau of Reclamation, Department of the Interior, herein called the UNITED STATES, and the METROPOLITAN WATER DISTRICT OF SALT LAKE CITY, herein called the DISTRICT, and BELL MOUNTAIN CORPORATION, herein called the SUBDIVIDER,

WITNESSETH:

WHEREAS, the SUBDIVIDER is the owner of real property in Salt Lake County, State of Utah, which they desire to subdivide into residential lots; and

WHEREAS, it is proposed that certain road and subdivision improvements be dedicated or conveyed to the proposed Pepperwood Homeowners Association, over the property on which the UNITED STATES has a right-of-way to construct, reconstruct, operate and maintain ditches and canals and appurtenant structures, upon which has been constructed the Salt Lake Aqueduct, hereinafter referred to as the AQUEDUCT, and

WHEREAS, the UNITED STATES and the DISTRICT are willing to consent to the proposed use by the SUBDIVIDER of the property embraced within the AQUEDUCT right-of-way on the conditions hereinafter set forth,

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

1. Each of the parties hereto acknowledges that BELL MOUNTAIN CORPORATION has submitted to ~~Salt Lake County~~ <sup>SANDY CITY</sup> proposed final subdivision plats for residential subdivisions to be known as Pepperwood Phase II as shown on Exhibit "A" attached hereto, and Pepperwood Phase III as shown on Exhibit "B" attached hereto;

Recorded JUN 20 1975 at 3:46 pm m.  
Request of Security Title  
KATIE L. DINON, By order  
Salt Lake County, Utah  
\$ 8.00 by OKhour Deputy

REF. \_\_\_\_\_  
070 Charlie

Said Pepperwood Phase II being described as follows:

Beginning at a point S.  $31^{\circ}56'10''$  W. 85.78 ft. from the North Quarter Corner of Section 22, T. 3 S. Range 1 E., SLBM, running thence southeasterly along the arc of a 419.75 ft. radius curve to the right 308.42 ft.; thence S.  $5^{\circ}09'$  E. 364.31 ft.; thence southeasterly along the arc of a 254.25 ft. radius curve to the left 370.83 ft.; thence S.  $88^{\circ}43'$  E. 830.46 ft.; thence southeasterly along the arc of a 1596.23 ft. radius curve to the right 154.798 ft. to a P.R.C.; thence southeasterly along the arc of a 1286.80 ft. radius curve to the left 148.37 ft.; thence S.  $89^{\circ}46'$  E. 114.72 ft.; thence northeasterly along the arc of a 339.32 ft. radius curve to the left 213.20 ft.; thence N.  $54^{\circ}14'$  E. 210.12 ft.; thence northeasterly along the arc of a 315.12 ft. radius curve to the right 196.71 ft.; thence east 124.26 ft.; thence S.  $0^{\circ}14'03''$  W. 1103.01 ft.; thence west 554.54 ft.; thence S.  $54^{\circ}$  W. 292.00 ft.; thence N.  $89^{\circ}30'$  W. 140.00 ft.; thence N.  $62^{\circ}20'$  W. 340.00 ft.; thence west 283.26 ft.; thence southeasterly along the arc of a 150.40 ft. radius curve to the right 63.45 ft.; thence southeasterly along the arc of a 197.95 ft. radius curve to the left 165.78 ft.; thence S.  $27^{\circ}45'$  W. 40.00 ft.; thence S.  $30^{\circ}21'35''$  W. 92.31 ft.; thence N.  $60^{\circ}58'26''$  W. 222.104 ft.; thence N.  $79^{\circ}28'14''$  W. 130.15 ft.; thence N.  $67^{\circ}00'31''$  W. 313.084 ft.; thence S.  $58^{\circ}30'$  W. 188.496 ft.; thence N.  $68^{\circ}$  W. 157.941 ft.; thence N.  $80^{\circ}35'$  W. 232.02 ft.; thence N.  $89^{\circ}50'$  W. 117.272 ft.; thence S.  $78^{\circ}30'$  W. 139.694 ft.; thence N.  $87^{\circ}25'59''$  W. 133.168 ft.; thence S.  $84^{\circ}21'12''$  W. 111.227 ft.; thence N.  $59^{\circ}$  W. 53.858 ft.; thence S.  $87^{\circ}34'23''$  W. 428.628 ft.; thence N.  $0^{\circ}18'05''$  E. 177.00 ft.; thence N.  $0^{\circ}34'15''$  E. 167.75 ft.; thence N.  $80^{\circ}40'$  E. 360.24 ft.; thence S.  $76^{\circ}45'$  E. 100.00 ft.; thence N.  $84^{\circ}55'$  E. 300.94 ft.; thence N.  $1^{\circ}15'$  E. 685.24 ft.; thence N.  $20^{\circ}$  E. 390.27 ft.; thence N.  $9^{\circ}30'$  W. 560.00 ft.; thence N.  $35^{\circ}$  E. 165.88 ft.; thence S.  $47^{\circ}15'$  E. 449.92 ft.; to the point of beginning.

Said Pepperwood Phase III being described as follows:

Beginning at a point which is N.  $0^{\circ}11'30''$  E. 30.00 ft. from the Northeast Corner of Section 22, T. 3 S., Range 1 E., SLBM; running thence S.  $89^{\circ}48'30''$  E. 346.61 ft. to the P.C. of a curve to the right; thence along the arc of said curve 503.74 ft. to the P.T. of said curve; thence S.  $57^{\circ}58'$  E. 210.00 ft. to the P.C. of a curve to the left; thence along the arc of said curve 151.46 ft. to a P.O.C. center bearing N.  $11^{\circ}35'$  E.; thence S.  $11^{\circ}35'$  W. 302.365 ft.; thence S.  $32^{\circ}25'$  W. 311.918 ft.; thence S.  $77^{\circ}30'$  W. 728.06 ft.; thence west 556.20 ft.; thence

N.  $0^{\circ}14'03''$  E. 40.46 ft.; thence west 228.81 ft. to a P.O.C. to the left, center bearing N.  $73^{\circ}12'$  W.; thence along the arc of said curve 88.09 ft. to the P.T.; thence N.  $36^{\circ}12'$  W. 49.31 ft. to a P.O.C. to the left, center bearing N.  $35^{\circ}49'44''$  E.; thence N.  $35^{\circ}59'03''$  W. 60.00 ft. to the P.C. of a curve to the left; thence along the arc of said curve 141.66 ft. to the P.T.; thence North 361.528 ft. to the P.C. of a curve to the right; thence along the arc of said curve 517.89 ft. to the P.T.; thence S.  $89^{\circ}48'29''$  E. 267.73 ft. to the point of beginning.

2. The UNITED STATES and the DISTRICT consent to the dedication of the subdivisions in accordance with Exhibits "A" and "B" attached hereto, subject to the prior rights of the UNITED STATES and the DISTRICT and subject to the terms and conditions hereinafter set forth.

3. Each of the parties hereto acknowledges the prior rights of the UNITED STATES and the DISTRICT in and to the right-of-way to construct, reconstruct, operate and maintain ditches and canals and appurtenant structures, above and below ground surface, within those portions of the Aqueduct right-of-way as shown on Exhibits "A" and "B" within which will be located portions of proposed roads known as Pepperwood Drive, and Windsong, as shown on said Exhibits "A" and "B", and Lots 283, 284, 285, 286, 287, 288 and 289 (Lot 289 is referred to as Lot 301 of Pepperwood Phase III) of Pepperwood Phase II, and Lots 301, 302, 321, 322, 323 and 324 of Pepperwood Phase III.

4. Any increase in the cost to reconstruct, operate, maintain and repair the AQUEDUCT and appurtenant structures which might result from the construction of the proposed subdivisions, homes, and other physical structures, roads and utility improvements, shall be borne by the SUBDIVIDER or their successors in interest. In the event that excavations are made into said roadways embraced within the AQUEDUCT right-of-way after the construction of said roadways and the acceptance of the dedication thereof by ~~SALT LAKE COUNTY~~ SANDY CITY, or the transfer of ownership to the proposed Pepperwood Homeowners Association, the DISTRICT or the UNITED STATES, depending on who has done the excavations, shall

*[Handwritten Signature]*  
SANDY CITY  
~~Salt Lake County~~

restore said excavated portions of said roads to ~~Salt Lake County~~ standards at no expense to the UNITED STATES. Any costs to the DISTRICT or the UNITED STATES which result from the construction of the subdivisions or roads and utility improvements shall be borne by the SUBDIVIDER or its successors in interest in the land, and such costs shall constitute a lien on said land until paid.

5. Official documents for the dedication of the subdivisions, park and roads including plats for Lots 283, 284, 285, 286, 287, 288, and 289 (Lot 289 is referred to as Lot 301 of Pepperwood Phase III) of Pepperwood Phase II, and Lots 301, 302, 321, 322, 323 and 324 of Pepperwood Phase III which fall within the AQUEDUCT right-of-way, shall make specific reference to the prior rights of the UNITED STATES and the DISTRICT for the AQUEDUCT right-of-way. Said lots shall be conveyed subject to the AQUEDUCT right-of-way and all instruments concerning which shall bear such restrictions and shall prohibit the erection of homes and permanent buildings within such AQUEDUCT right-of-way.

6. All construction of the subdivision improvements and roads within the AQUEDUCT right-of-way shall be performed in a manner satisfactory to the DISTRICT and the UNITED STATES. The DISTRICT and the UNITED STATES shall be furnished a copy of the plans and specifications of said subdivision improvements and roads for review and approval prior to the commencement of any construction on said subdivisions or roads.

7. The proposed roads embraced within the AQUEDUCT right-of-way shall be constructed so as to provide for a minimum depth of four (4) feet fill over the top of the Salt Lake Aqueduct and a maximum depth of twelve (12) feet fill over the top of the Salt Lake Aqueduct unless the existing fill as presently located is greater than twelve (12) feet, in which event the depth of the existing fill may be retained.

8. No pipeline or conduit shall be constructed within twenty-five (25) feet from the centerline of the AQUEDUCT except where necessary to cross the AQUEDUCT, and in such event all crossings shall provide a

minimum of one (1) foot clearance between such pipeline or conduit and the AQUEDUCT. All sewer pipeline crossings shall cross under the AQUEDUCT unless otherwise specifically approved in writing by the UNITED STATES and the DISTRICT, and all such crossings shall be constructed of cast iron with tight sealed joints for a minimum distance of twenty (20) feet on each side of the centerline of the AQUEDUCT.

9. State and County regulations shall be adhered to in the construction of all utilities. Plans and specifications for any utility installations after the initial construction shall be submitted to the UNITED STATES and the DISTRICT on an individual basis for review and approval prior to start of construction.

10. The SUBDIVIDER agrees to prepare restrictive covenants and submit them to the UNITED STATES for approval prior to recording the restrictive covenants and the dedication of the subdivisions. Such restrictive covenants shall provide that additional costs and responsibilities which may be created pursuant to paragraph 4 are applicable to the SUBDIVIDER, future owners of subdivision lots and the proposed Pepperwood Homeowners Association. In addition, any property within the respective subdivisions conveyed by the SUBDIVIDER must include in the conveying instrument a provision stating that such conveyance is subject to the restrictive covenants.

11. The SUBDIVIDER and its successors in interest, agree to indemnify and hold the UNITED STATES and the DISTRICT harmless against all claims of every character arising out of or in connection with the construction, operation or maintenance of said roads, and the SUBDIVIDER or its successors in interest, including the proposed Pepperwood Homeowners Association, further agree to release the UNITED STATES and the DISTRICT from all claims for damage to the roads, utilities or adjacent subdivision lots which may hereafter result from the construction, operation or maintenance of the Salt Lake Aqueduct or of any works or facilities of the Provo River Project or any other Reclamation project. This will not be construed to include negligence or wrongful acts of

the UNITED STATES, the DISTRICT or their agents or assigns.

12. The SUBDIVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the SUBDIVIDER for the purpose of securing business. For breach or violation of this warranty, the UNITED STATES shall have the right to annul this contract without liability.

13. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BELL MOUNTAIN CORPORATION

By Charles K. Hornum Pres.

SEAL,

METROPOLITAN WATER DISTRICT OF  
SALT LAKE CITY

ATTEST:

By W. H. Hogue  
General Manager  
Herein styled DISTRICT

By \_\_\_\_\_

UNITED STATES OF AMERICA  
DEPARTMENT OF INTERIOR  
BUREAU OF RECLAMATION

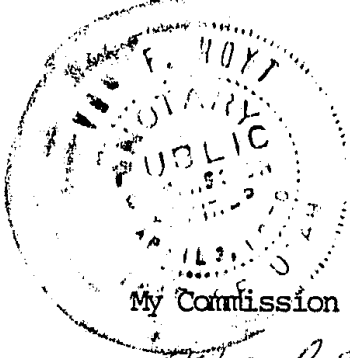
By David J. Scudall  
Regional Director, UC Region  
Herein styled UNITED STATES

*copy may be had office  
& Hester*

STATE OF UTAH )  
 ) SS  
COUNTY OF Salt Lake

On the 21 day of March, 1975, personally appeared before me Charles H. Norman, who being by me duly sworn did say that he is the President of the Bell Mountain Corporation, a Utah corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of the Board of Directors of said Bell Mountain Corporation, and the said Charles H. Norman acknowledged to me that he and the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Wm F. Hoyt  
Notary Public in and for the State  
of Utah  
Residing at Salt Lake City, Utah

My Commission Expires:

March 24, 1978