UNITED STATES
DEPARTMENT OF THE INTERIOR
WATER AND POWER RESOURCES SERVICE
(FORMERLY BURSAU OF RECLAMATION)

CONTRACT AND GRANT OF EASEMENT AND AGREEMENT ACROSS UNITED STATES LANDS SALT LAKE AQUEDUCT, PROVO RIVER PROJECT, UTAH

 WHEREAS, the UNITED STATES constructed the Salt Lake Aqueduct as part of the Provo River Project;

WITNESSETH, That:

- 3. WHEREAS, the SUBDIVIDER is planning construction of a subdivision known as Mt. Olympus Splendor, herein called the Subdivision, upon a portion of the Salt Lake Aqueduct lands owned in fee by the UNITED STATES, and a portion on which the UNITED STATES has a perpetual easement, herein called the UNITED STATES lands; and
- 4. WHEREAS, the granting by the UNITED STATES of an easement to the SUBDIVIDER for certain uses of a portion of the Salt Lake Aqueduct lands, and granting the right to use a portion of lands under perpetual easement, hereinafter described in connection

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with the aforementioned subdivision development, would not be incompatible with the requirements of the UNITED STATES for the construction, reconstruction, operation, or maintenance of the Salt Lake

Aqueduct or any other existing or future Reclamation projects;

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

5. Each of the parties hereto acknowledges that the SUBDIVIDER has submitted to Salt Lake County a proposed final subdivision plat for a residential subdivision to be known as Mt. Olympus Splendor as shown on "Exhibit A," and utilizing the Aqueduct lands as shown on "Exhibit B," said "Exhibits A" and "B," attached hereto and made a part hereof. The description of the Aqueduct right-of-way on "Exhibit A" and also described below is based on the actual location of the Aqueduct Centerline as located in the field and is in variance with the recorded descriptions of same and the easements described in Articles 6 and 7 herein. It is expressly understood that any rights conveyed by the UNITED STATES by this agreement are based upon the recorded description as recited in Articles 6 and 7 herein.

 $\label{eq:said_Mt.Olympus} \mbox{ Splendor Subdivision being described} \\ \mbox{as follows:} \\$

Beginning at a point on the east side of Maywood Hills Subdivision No. 2 which point is North 89°55'42" West 912.55 feet (North 89°55'53" West 914.17 A.R.P.) from the Southeast corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence North 325.64 feet along the East side of said subdivision; thence West 507.0 feet along the North side of said subdivision; thence North 704.28 feet along the East side of Country Heights, Hawker Heights No. 2, and Hawker Heights Subdivisions; thence West 124.92 feet to the East line of 3250 East Street; thence North 60.0 feet; thence East 124.92 feet; thence North 614.0 feet; thence East 103.14 feet; thence North 134.0 feet; thence East 103.14 feet; thence North 134.0 feet; thence East 103.14 feet; thence North 8.72 feet; thence East 120.46 feet; thence North 8.72 feet; thence East 120.46 feet; thence North 8.72 feet; thence East 125.1 feet; thence South 187 feet; thence South 187 feet; thence South 80.63 feet along the East of the West line of Interstate 215; thence South 80.75 feet; thence South 9.75 feet along the East side of Maywood Hills Subdivision; thence South 89.75 feet; thence North 41.05 feet East 12.73 feet to the point of beginning; containing 22.634 acres. Excepting therefrom the UNITED STATES OF AMERICA Aqueduct Right-of-Way described as beginning on the South side of Maple Hills Subdivision 104.5 feet East of the Southwest corner; thence East 150.0 feet along said South line; thence South 0.18 West 244.39 feet to a point of tangency of a 325.0 foot radius curve to the left; thence South 36.50 feet through a central angle of 37.08; thence South 36.50 feet East 530.0 feet to the point of tangency of a 325.0 foot radius curve to the right whose center bears North 22.35.15 feet West 155.64 feet to a point on a 475.0 foot radius curve to the right whose center bears North 22.35.15 feet North 36.50 feet along said curve 230.85 feet along said curve to the right whose center bears North 22.35.15 feet North 36.50 feet to the point of tangency of a 475.0 foot radius curve to the right; thence Northwesterly 307.85 feet along said curve; thence Northwesterly 307.85 f

6. The UNITED STATES hereby quitclaims to EGAN AND
ASSOCIATES CONSTRUCTION COMPANY, INC., GRANTEES, of Salt Lake County,
Utah, for the sum of \$11,450.00, the following described property in
Salt Lake County, to wit:

A perpetual easement to construct, operate and maintain Mt. Olympus Splendor Subdivision and its appurtenances, on, over, and across a parcel of land in the SE%SE% Section 35, TISRIE, Salt Lake Meridian, Utah, shown in red on "Exhibit B" and being more particularly described as follows:

Beginning at the intersection of the South line of Maple Hills Subdivision with the easterly line of the land described in deed recorded in Book 1238, Page 25, Records of said County, said intersection lies North 1334.43 feet and West 1046.08 feet from the northeast corner of Section 2, T2SRIE, Salt Lake Base and Meridian; thence along said easterly line as follows: South 00°18'00" West 241.41 feet, southerly 211.48 feet along a 325.00 foot radius curve to the left, South 36°59'00" East 345.10 feet, southerly 215.98 feet along a 275.00 foot radius curve to the right and South 08°01'00" West 94.33 feet to the northeasterly line of the land described in deed recorded in Book 2908, Page 90, Records of said County; thence along said northeasterly line and along the westerly line of the land described in deed recorded in Book 1238, Page 25, Records of said County as follows: Northwesterly 51.16 feet along a 475.00 foot radius curve to the right through a central angle of 6'00'14", North 36'99'00" West 555.20 feet, northerly 309.09 feet along a 475.00 foot radius curve to the right and North 00°18'00" East 240.63 feet to the Foith and North 00°18'00" East 240.63 feet to the Foith and South line East 150.00 feet to the point of beginning; containing 3.53 acres more or less.

 $\begin{tabular}{lll} \hline \textbf{7.} & \textbf{The UNITED STATES also grants the right to use the} \\ \hline \textbf{following described land for subdivision purposes:} \\ \hline \end{tabular}$

Beginning at the most northerly corner of the land described in deed recorded in Book 2787, Page 355, Records of said County, said corner lies North 620.14 feet and West 774.36 feet from the Northeast corner of said Section 2; thence along the northeasterly line of said land as follows: South 36° 59'00" Bast 210.10 feet and southeasterly 118.81 feet along a 325.00 foot radius curve to the left through a central angle of 20°56'43" to the westerly

Line of Interstate 215; thence along said Westerly line South 09°52'00" West 157.95 feet to the Southwesterly line of said land described above; thence along said Southwesterly line Northwesterly 182.34 feet along a 475 foot radius curve to the right through a central angle of 21°59'38" (a radial bearing to said curve at its beginning bears South 24°51'08" West) to the Easterly line of the land described in deed recorded in Book 1238, Page 25, Records of said County; thence along said Easterly line as follows: North 08°01'00" East 94.33 feet and Northerly 215.98 feet along a 275 foot radius curve to the left through a central angle of 45°00'00" to the point of beginning; containing 0.72 of an acre, more or less.

8. Each of the parties hereto acknowledge the prior rights of the UNITED STATES and the DISTRICT to construct, reconstruct, operate, and maintain the Aqueduct, and appurtenant structures, above and below ground surface, within those portions of the Aqueduct right-of-way as shown on Exhibits "A" and "B".

8a. The Subdivider agrees to inform all prospective purchasers of lots containing portions of the Aqueduct right-of-way that the rightof-way does exist and specifically inform them of the prior rights of the UNITED STATES and the DISTRICT as stated in Article 8 above.

9. 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 subdivision, homes, and other physical structures, and utility improvements, shall be borne by the SUBDIVIDER or its successors in interest. Any costs to he DISTRICT or the UNITED STATES which result from the construction of the Subdivision or 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.

10. All Deeds and Instruments for Lots 2, 3, 6, 7, 8, 9, 10, 23, 24, 32, 33, 34, 36, 37, 38, 39, 40, 41, and 56, shown on Exhibit "A"

11. All construction of subdivision improvements 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 for review and approval prior to the commencement of any construction on said subdivision and such construction cannot commence until written approval has been given by the UNITED STATES and the DISTRICT. The SUBDIVIDER will notify the UNITED STATES and the DISTRICT at least forty-eight (48) hours in advance of commencing installation of any improvements on, or across the right-of-way to permit inspection by the UNITED STATES and the DISTRICT.

12. The SUBDIVIDER, its successors or assigns agree that 48 hours prior to commencement of construction of any homes or appurtenant improvements on Lots 2, 3, 6, 7, 8, 9, 10, 23, 24, 32, 33, 34, 36, 37, 38, 39, 40, 41, and 56, shown on Exhibit "A", the location of said homes or improvements shall be staked in the field and the UNITED STATES and the DISTRICT shall be notified to permit inspection and approval to avoid any encroachment of the Aqueduct lands.

13. SUBDIVIDER agrees to abide by all applicable Federal, State, and local laws and regulations pertaining to pollution control and environmental protection.

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- 14. 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 be constructed of cast iron with tightsealed joints for a minimum distance of twenty-seven (27) feet on each side of the centerline of the Aqueduct.
- 15. State and County regulations shall be adhered to in the construction of all utilities. Plans and specifications for any utility installations shall be submitted to the UNITED STATES and the DISTRICT on an individual basis for review and approval prior to the start of construction.
- 16. The SUBDIVIDER agrees to prepare restrictive covenants and submit them to the UNITED STATES for approval prior to recording the restrictive covenants. Such restrictive covenants shall provide that additional costs and responsibilities which may be created pursuant to Paragraph 9 are applicable to the SUBDIVIDER, and future owners of subdivision lots. In addition, any property within the respective subdivision conveyed by the SUBDIVIDER must include in the conveying instrument a provision stating that such conveyance is subject to the restrictive covenants.
- 17. The SUBDIVIDER agrees to record the restrictive covenants and this agreement at no expense to the UNITED STATES or the DISTRICT and furnish copies of the recorded instruments to the UNITED STATES and the DISTRICT.

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- 18. 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 Mt. Olympus Splendor Subdivision lots and utilities, and the SUBDIVIDER or its successors in interest, further agree to release the UNITED STATES and the DISTRICT from all claims for damage to the adjacent subject subdivision lots or utilities 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.
- 19. 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.
- 20. This Contract and Grant of Easement and Agreement shall not be effective until approved by the METROPOLITAN WATER DISTRICT of SALT LAKE CITY.
- 21. The provisions of this contract shall bind the assigns and successors in interest of all parties and approving parties hereto.

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

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

EGAN AND ASSOCIATES CONSTRUCTION COMPANY, INC.

ATTEST

SEAL

METROPOLITAN WATER DISTRICT OF SALT LAKE CITY

Ву

By W.C. Haguel
General Manager

UNITED STATES OF AMERICA
DEPARTMENT OF INTERIOR
WATER AND POWER RESOURCES SERVICE

Loud J. Rohin

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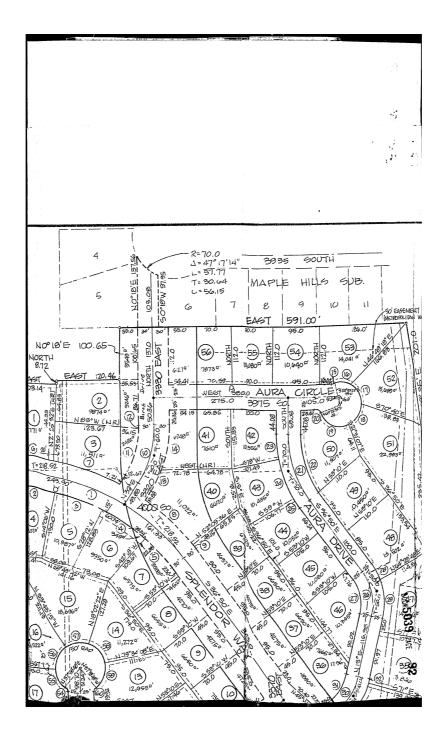
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STATE OF UTAH COUNTY OF

On the 17th day of DECEMBER, 1979, personally appeared before me CHARLES N. EGAS, who being by me duly sworn did say that he is the PRESIDENT of the EGAN AND ASSOCIATES CONSTRUCTION COMPANY, INC., 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 EGAN AND ASSOCIATES CONSTRUCTION COMPANY, INC., and the said CHARLE N. EGAN _____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.

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I GEORGE Z. APOSHLAN JR., do her istered Civil Engineer, and or Land certificate No. 2425 & No. 2067, as pre State of Utah. I further certify that by a made a survey of the tract of land show below, and have subdivided said tract of after to be known as MT. OLYMPUG and that same has been correctly surveras shown on this plat.

BOUNDARY DESC

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COUNTY SURVEYOR STANDARD SUBDIVISION FORM

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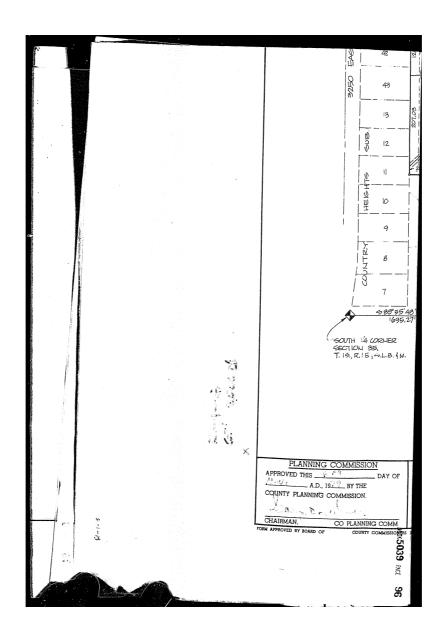
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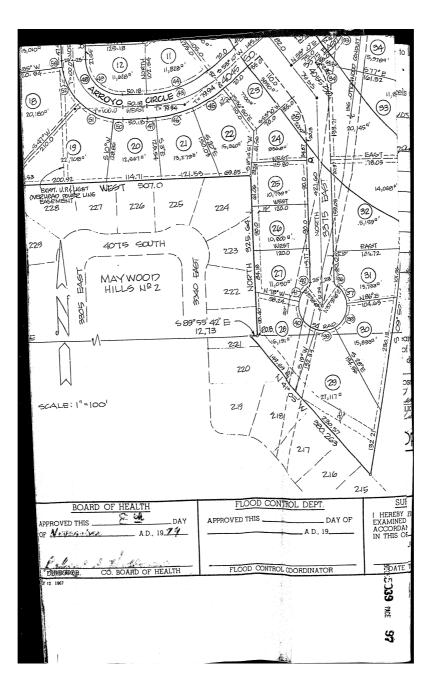
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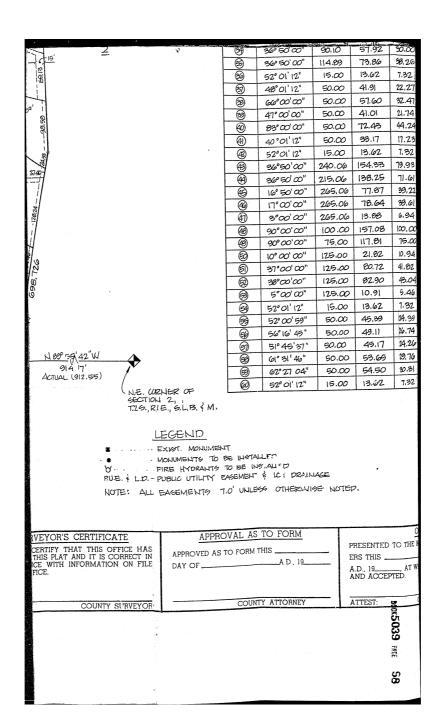
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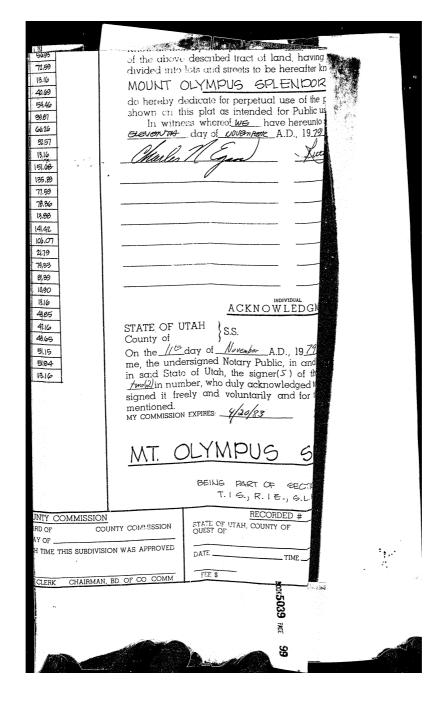
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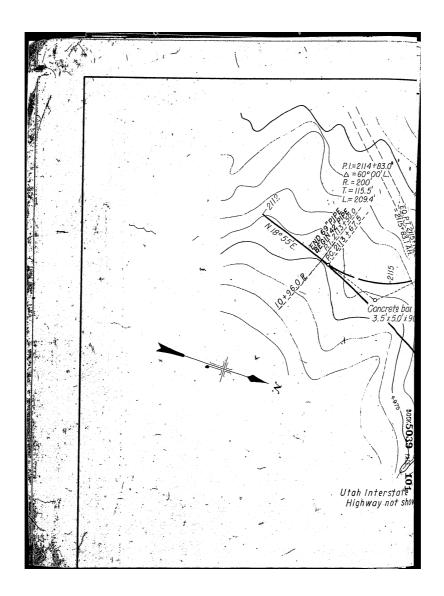


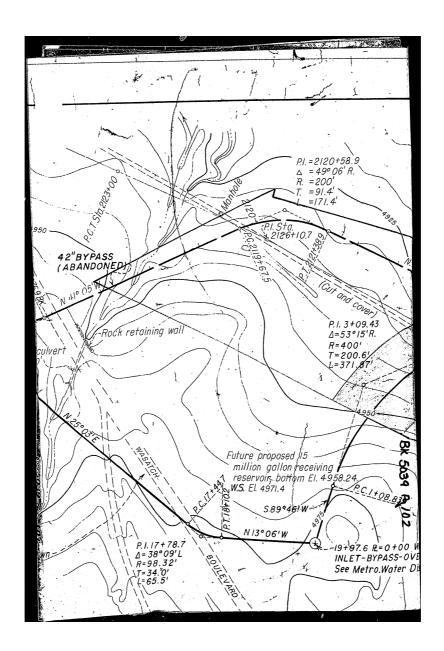


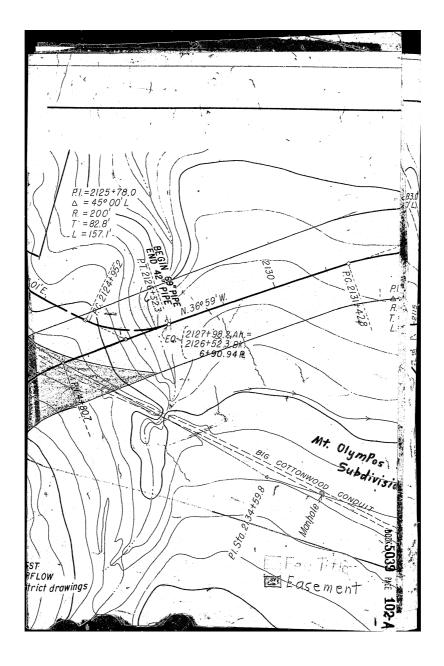


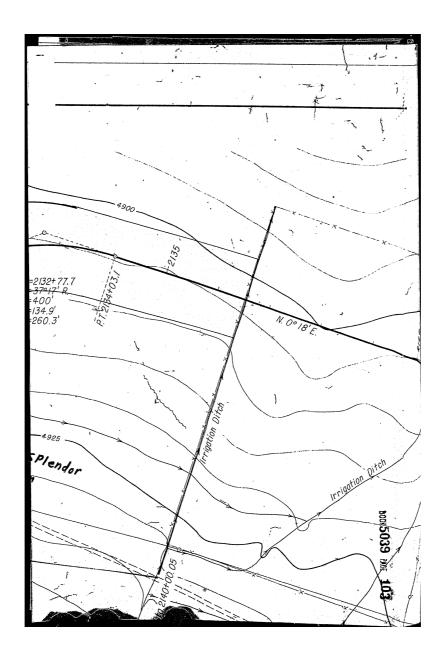


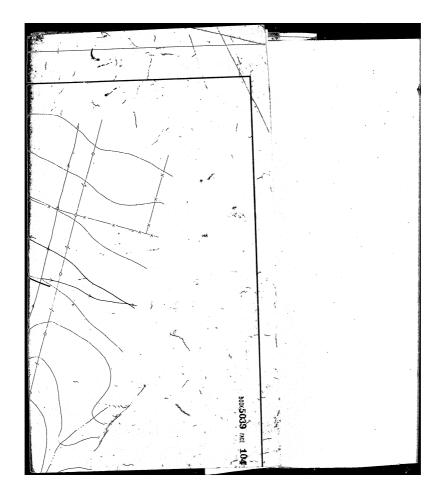
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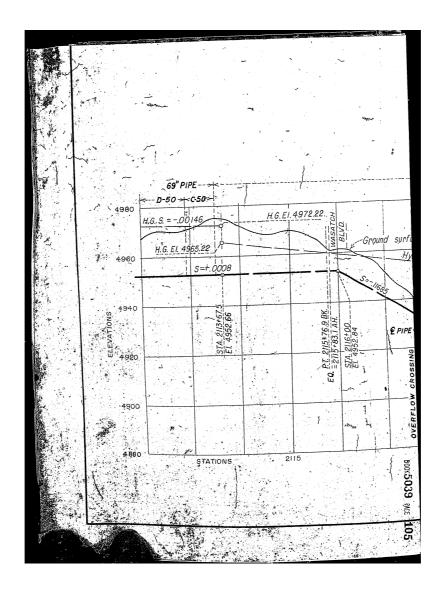


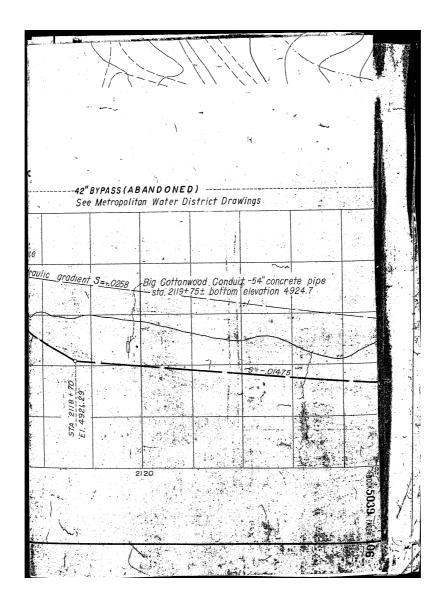


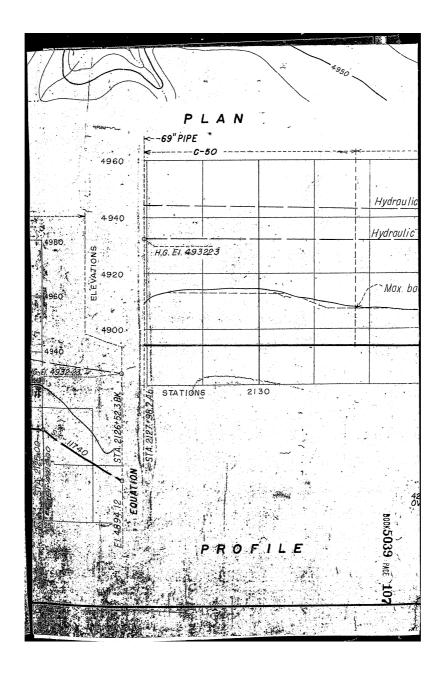












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