

AGREEMENT

3490421

THIS AGREEMENT entered into on the 14th day of October, 1980, by and between Sandy City, a municipal corporation of the State of Utah, hereinafter referred to as "CITY", and LA MONTAGNE JOINT VENTURE, A UTAH PARTNERSHIP, owner(s) of property located in Salt Lake County, State of Utah, hereinafter referred to as "OWNER".

WITNESSETH:

1. That pursuant to the laws of the state of Utah, municipalities have the authority to sell surplus water in a proprietary capacity to areas outside the corporate limits of the municipality;
2. That the City, acting in its proprietary capacity and without any legal obligation or duty, possesses the capability to provide culinary water to property owned by the Owner;
3. That the City desires to have the Owner petition for annexation to the City prior to receiving culinary water, but the City recognizes factual and legal obstacles which do not permit the Owner to present a petition for annexation to Sandy City at this time;
4. That the eventual annexation of the Owner's property is the basis upon which the City is allowing the extension of its water system to serve the said property;
5. That the Owner would willingly petition for annexation to Sandy City as of the date of this agreement, but legal and factual obstacles prevent such action on the part of the Owner; and

6. That this agreement is entered into with the intent that it shall be binding upon the heirs, successors and assigns of the parties and with the understanding of the specific remedies available to the parties in the event of any breach of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF the promises and covenants herein contained, the parties agree as follows:

1. That the property to which this agreement refers is specifically described in Exhibit A, which exhibit is attached hereto and specifically made a part of this agreement. Hereinafter, the property so described shall be referred to as "the property".

2. That the City shall provide culinary water to the property in such amounts and in the manner as specifically set forth in the water letter give to the Owner by the City, which water letter is attached hereto as Exhibit B and is specifically made a part of this agreement.

3. That the Owner does hereby agree to sign a petition for annexation to Sandy City at such time as requested to do so by the City.

4. The parties hereto agree and specifically understand that this agreement and the terms hereof are to be considered a continuing obligation until fulfilled by the parties and that such obligations as contained herein shall be binding upon all heirs, successors and assigns of the parties and shall be considered a "covenant running with the land".

5. In addition to any other remedies as may be provided by law, the parties specifically agree that remedies for breach

Book 5165 page 6-A

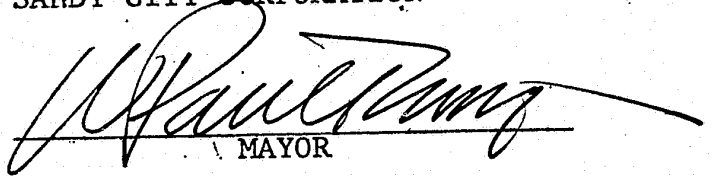
of the provisions of this agreement may include, but not be limited to, the following:

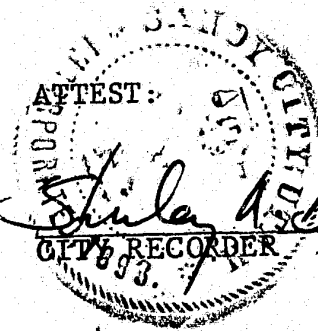
(a) The termination by the City of culinary water service to the property as provided in Exhibit B.

(b) The specific performance of the duties as set forth in this agreement.

THIS AGREEMENT signed by the parties on the date first above set forth.

SANDY CITY CORPORATION


MAYOR

ATTEST:

Shirley A. Behrman
CITY RECORDER

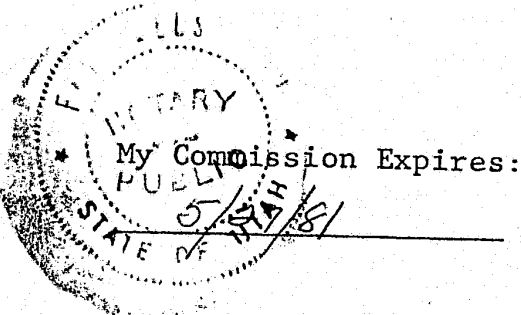
LaMontagne deont Ventas
OWNER
Edward Kefauver, Managing Director

OWNER

OWNER

STATE OF UTAH)
 : ss
County of Salt Lake)

On the 14th day of October, 1980, personally appeared before me W. Paul Thompson, who being by me duly sworn did say that he is the Mayor of Sandy City, a municipal corporation, and that the foregoing agreement was signed in behalf of said City by authority vested in the Mayor and he acknowledged to me that said municipal corporation executed the same.



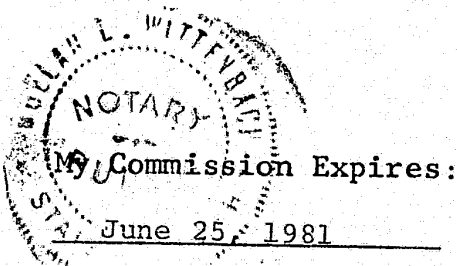
Jay B. Edward
Notary Public
Residing at Sandy, Utah

STATE OF UTAH)
 : ss
County of Salt Lake)

On the 2nd day of October, 1980, personally appeared before me Edward P. James, III
Managing Partner for LaMontagne Joint Venture

who being by me duly sworn did say that he Edward P. James, III is the managing partner for LaMontagne Joint Venture,

and that the foregoing agreement was signed on behalf of the Owner by those with legal authority to do so.



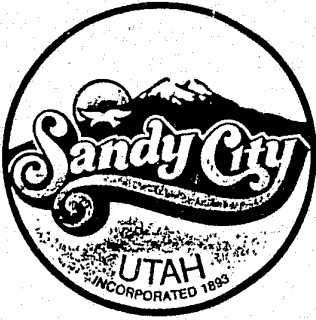
Paulah L. Wittenbach
Notary Public
Residing at Salt Lake City, Utah

EXHIBIT "A"

LEGAL DESCRIPTION

Beginning at the East quarter corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said corner being marked by a Salt Lake County Survey Monument, and running thence South 244.12 feet to the North line of Little Cottonwood Creek Road; thence along said North line South $46^{\circ}18'03''$ West 51.40 feet to the point of curvature of a 218.31 foot radius curve to the right (the center of which bears North $43^{\circ}41'57''$ West); thence along the arc of said curve 357.91 feet to a point of tangency; thence North $39^{\circ}45'57''$ East 346.16 feet to the center line of said Section 11; Thence, S $89^{\circ}32'23''$ E 21.66', thence; N $39^{\circ}31'23''$ E 257.18' to the point of curvature of a 360.39 foot radius non tangent curve to the left: thence along the arc of said curve 32.40' (chord bearing = N $29^{\circ}01'09''$ E; chord distance = 32.39') to a point of compound curve; thence along a 151.78 foot radius curve to the left 85.69' to a point of tangency; thence N $05^{\circ}88'20''$ W 21.88' to the point of curvature of a 200.00 foot radius curve 49.14' to a point of tangency; thence; N $08^{\circ}21'40''$ E 79.50' to the point of curvature of a 6.47 foot radius curve to the left 18.20' to a point on the easterly right of way line of Wasatch Boulevard; thence along a 870.83 foot radius curve to the left 149.92' (chord bearing = N $06^{\circ}12''$ E chord distance = 119.83 feet) thence; S $21^{\circ}30'49''$ E. 106.52' thence S $37^{\circ}53'20''$ E 69.92', thence S $22^{\circ}86'40''$ W 138.00', thence S $94^{\circ}58'20''$ E 59.00' thence S $07^{\circ}06'40''$ W 48.00', thence S $11^{\circ}06'40''$ W 43.00' thence S $20^{\circ}06'40''$ W 58.50' thence S $41^{\circ}16'40''$ W 170.00' thence S $11^{\circ}53'20''$ E 36.00' thence S $89^{\circ}32'21''$ E 464.57' to the point of beginning. Contains 3.92 acres 14 lots total.

EXHIBIT "B"



MAYOR:
W. Paul Thompson

COUNCILMEN:
W. Richard Adair
John B. Winder
Roger L. Mecham
Bette Johnson
B. James Mecham

CITY ADMINISTRATOR:
James R. Ash

May 14, 1980

Mr. Kent Miner, Supervisor
Water/Sewer/Sanitation
City-County Health Department
610 South 2nd East
Salt Lake City, Utah 84111

Water Letter (Amended)

Dear Mr. Miner:

This letter states that Villas of La Montagne 14 lots (COUNTY SUBDIVISION), located at Wasatch Blvd. and Little Cottonwood Road, and being developed by Ed James, will be served culinary water as part of Sandy City's total water system. This lot is located in pressure zone A-1 with a static pressure of approximately 100 psi. Except for scheduled shutdowns during construction, power failure, natural disaster or other unforeseen emergency, water service is intended to be uninterrupted. Current fees and City regulations will be enforced.

The water system and the water supply in this area will meet all the requirements of the Utah State Division of Health. At the present time there is not a service lateral to this lot. The lateral will be installed by the developer.

During years of below normal precipitation, prior to delivery of water into Salt Lake County from Currant Creek Reservoir, restrictions on outside water use will be required to maintain minimum pressures in the water system required by the Division of Health.

Water service for the above is contingent on the following conditions:

1. All Sandy City ordinances and policies pertaining to water service and installation will be adhered to.
2. Sandy City be given the first right of refusal of any water rights accompanying said property.
3. Water line installation to be according to water maps on file at the Sandy City Engineering Department.

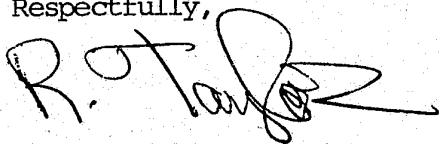
(CONT.)

BOOK 5165 PAGE 10

4. Notify Sandy City Engineering Department 2 days prior to beginning water line construction.
5. Water mains shall be pressure tested, water laterals shall be pressure tested to the property line.
6. Any existing water facilities (lines, meters, hydrants, etc.) owned by Sandy City which are found to be adversely affected by the development during construction, necessitating them to be moved or otherwise altered to facilitate maintenance (as determined by the City), shall be the responsibility of the owner.
7. This development shall participate with other developers in the installation of a new zone A-1 system (pipeline, tank, booster, etc.) to serve the area. Said participation shall be as specified by the agreement between developers and Sandy City.
8. Culinary water will be served from both Big and Little Canyon Wells via a 12" line on Little Cottonwood Road. Extra irrigation water will be supplied by an existing well as stated in a letter from State Department of Health dated May 7, 1980 (attached). After zone A-1 system is built, water supply shall be switched to the new system to obtain higher pressure.
9. Provide the City with four (4) copies of the final plat for the purpose of water map preparation. Said plat shall be stamped and approved by Salt Lake County Fire Department.
10. Grant a 20' easement along Hidden Springs Lane for the purpose of maintaining the water main.
11. Developer shall be bonded for \$ 13,000.00 to guarantee the satisfactory completion of water system.
12. Developer shall file an annexation application or sign an annexation contract with Sandy City.
13. Water review fee is \$ 120.00.

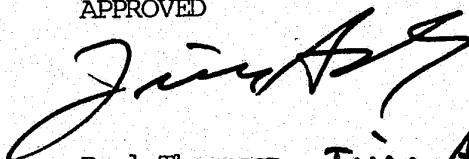
BOOK 5165 PAGE 11

Respectfully,



Randall G. Taylor
Public Works Director/ City Engineer

APPROVED


Jim Ash
Mayor - Sandy City C.A.O.

MKH:car

No fee
REC OF Sandy City Recorder
Open 10/16/80

OCT 16 9 51 AM '80

KATIE LINDEN
RECORDER
SALT LAKE COUNTY,
UTAH

800 E 100 Th.
Sandy 84070