

AFTER RECORDING RETURN TO:

Gary A. Dodge  
Martineau, Rooker, Larsen & Kimball  
1800 Beneficial Life Tower  
36 South State Street  
Salt Lake City, Utah 84111  
Telephone: 532-7840

7800  
RECORDED  
\$  
Signature  
A. Dodge

JAN 15 1 46 PM '81  
KATHIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

3524178

NOTICE OF AGREEMENT CONCERNING  
SALT LAKE AQUEDUCT EASEMENT

NOTICE IS HEREBY GIVEN by Wasatch Boulevard & Canyon Cove Co., a Utah Limited Partnership, of the Agreement attached hereto as Exhibit "A" pertaining to the Salt Lake Aqueduct Easement (Metropolitan Water District Aqueduct), dated January 31, 1978, by and between the United States of America, acting through the Bureau of Reclamation, Department of the Interior, the Metropolitan Water District of Salt Lake City, and Canyon Cove Limited Partnership, by its General Partner Canyon Cove, Inc., a Utah corporation, which Agreement affects parts of the following-described real property situated in Salt Lake County, State of Utah:

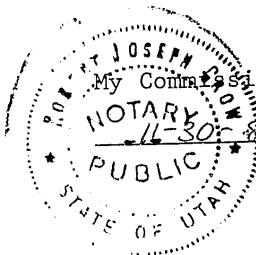
CANYON COVE NO. 1 SUBDIVISION and CANYON COVE NO. 2 SUBDIVISION, according to the official plats thereof, on file and record in the office of the Salt Lake County Recorder, State of Utah.

WASATCH BOULEVARD & CANYON COVE CO.

*Jay L. Murphy*  
Jay L. Murphy, General Partner

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On the 13<sup>th</sup> day of ~~December~~ <sup>January</sup>, 1980, personally appeared before me Jay L. Murphy, the signer of the above instrument, who duly acknowledged to me that he executed the same.



*Robert J. Heam*  
NOTARY PUBLIC  
Residing at: Salt Lake County

BOOK 5221 PAGE 1265

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

EXHIBIT "A"

CANYON COVE NO. 1 AND NO. 2  
SALT LAKE AQUEDUCT  
PROVO RIVER PROJECT

AGREEMENT

This Agreement made and entered into this 31st  
day of January, 1978, in pursuance of the Act of Congress of  
June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplemen-  
tary 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 CANYON COVE LIMITED PARTNERSHIP by its  
GENERAL PARTNER CANYON COVE INCORPORATED, 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 subdivision improve-  
ments be constructed, operated and maintained over the property on which  
the UNITED STATES has a perpetual easement to construct, reconstruct,  
operate and maintain an aqueduct 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 perpetual easement 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 the subdivider has submitted to Salt Lake County proposed final subdivision plats for residential subdivisions to be known as Canyon Cove No. 1 as shown on Exhibit "A" and Canyon Cove No. 2 as shown on Exhibit "B", and utilizing the Aqueduct perpetual easement area as shown on Exhibit "C", said exhibits "A", "B", and "C", attached hereto and made a part hereof.

Said Canyon Cove No. 1 being described as follows:

Beginning at the northeast corner of section 23, T. 2 S, R. 1 E, S.L.B.&M., said section corner being N 0°43'06" E 2621.720 feet from the East 1/4 corner of said sec. 23, thence East 898.076 feet; thence S 49° W 359.368 feet, thence S 68° W 341.740 feet to a point on a 221.756 foot radius curve, the center of which bears S 68° W; thence southwesterly along the arc of said curve to the right through a central angle of 67°00'. A distance of 259.31 feet to a point of reverse curve; the bearing between the curve centers being S 45° E, thence southerly along the arc of a 296.772 foot radius curve to the left through a central angle of 50°00', a distance of 258.98 feet to a point of a reverse curve, the bearing between curve centers being S 85° W; thence southerly along the arc of a 799.411 foot radius curve to the right through central angle of 21°00', a distance of 293.00 feet, thence S 16° W 103.834 feet; thence N 74° W 347.438 feet; thence S 14°15' W 137.552 feet; thence N 75° W 195.140 feet; thence S 15° W 71.000 feet, thence N 75° W 111.019 feet to a point on a 1482.685 foot radius curve the center of which bears N 78°39'11" W said point being on the easterly line of Wasatch Boulevard; thence along said easterly line and along the arc of said curve to the left, northwesterly through a central angle of 21°37'49", a distance of 559.74 feet; thence N 10°17' W, along said easterly line 722.179 feet; thence S 89°05'35" E 686.927 feet to the point of beginning.

Said Canyon Cove No. 2 being described as follows:

Beginning at the East 1/4 Cor., Sec 23, T. 2S, R. 1E, S.L. B.&M., section corner being S 0°43'06" W 2621.72 feet from the N.E. said corner of said Section-23, thence N 89°32'57" W 627.088 feet, thence N 77°30' W 24.588 feet to a point of tangency with A 2718.452 foot radius curve the center of which bears S 12°30' W, thence westerly along the arc of said curve to the left through a central angle of 5°00', a distance of 237.23 feet to a point of reverse curve, the bearing between curve centers being N 7°30' E, thence westerly along the arc of A 1163.794 foot radius curve to the right through a central angle of 11°35'; a distance of 235.28 feet to the easterly line of Wasatch Boulevard, thence along said easterly line, N 19°05' E 60.00 feet to the point of beginning of A 1103.794 foot radius curve the center of which bears N 19°05' E, thence easterly along the arc of said curve to the left through a central angle of 11°35' a distance of 223.15 feet to a point of reverse curve. The bearing between curve centers being N 7°30' E, thence easterly along the arc of A 2778.452' radius curve through a central angle of 5°00' a distance of 242.47 feet thence S 77°30' E 63.303 feet thence N 12°30' E 150.032 feet, thence N 9° W 148.131 feet, thence N 18° E 351.665 feet, thence N 13° W 85.677 feet, thence N 57° W 267.852 feet to a point on the easterly line of Wasatch Boulevard, said point being on a 1482.685 foot radius curve, the center of which bears N 59°49'09" W, thence northeasterly along the arc of said curve to the left, through a central angle of 18°50'02", a distance of 487.38 feet thence S 75° E 111.019 feet, thence N 15° E 71.00 feet, thence S 75° E 195.140 feet, thence N 14°15' E 137.552 feet thence S 74° E 347.438 feet to a point on a 262.357 foot radius curve, the center of which bears S 74° E, thence southeasterly along the arc of said circle through a central angle of 64°, a distance of 293.06 feet, thence S 48° E 47.710 feet, thence N 42° E 188.364 feet, thence N 28° W 21.034 feet thence N 62° E 150.00 feet, thence S 28° E 365.00 feet to its point of tangency with a 170.861 foot radius curve, thence southerly along the arc of said curve to the right through a central angle of 26° 00', a distance of 77.53 feet, thence N 88° E 128.054, thence S 0°43'06" W 930.086 feet thence west 820.00 feet to the point of beginning.

2. The UNITED STATES and the DISTRICT consent to the dedication of the subdivision 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 acknowledge the prior rights of the UNITED STATES and the DISTRICT in and to the perpetual easement to construct, reconstruct, operate and maintain the aqueduct, ditches and canals and appurtenant structures, above and below ground surface, within those portions of the Aqueduct perpetual easement as shown on Exhibits "A", "B", and "C".

4. The Subdivider agrees to inform all prospective purchasers of lots containing a portion of the Aqueduct right-of-way that the right-of-way does exist and specifically inform them of the prior rights of the United States and the District as stated in Article 3 above.

5. The Subdivider, his successors or assigns will take adequate measures to control soil erosion and runoff from the subdivision; in the event that runoff or erosion does occur, the Regional Director, Bureau of Reclamation, 125 South State Street, Salt Lake City, Utah, will be notified as soon as possible. The Subdivider, his successors or assigns will be directly responsible for all clean-up, if required, and bear the costs of all damages and clean-up operations. All clean-up will be subject to the approval of the United States or the District.

6. Any changes in plans for the subdivision or improvements will be coordinated with the Regional Director at the above-stated address.

7. 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 their successors in interest. Any costs to the 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.

8. The SUBDIVIDER will extend the blowoff pipe, which is located at Aqueduct Station 1941+76, to the Heughs Canyon Drainage so the AQUEDUCT can be drained at this location. Design of the blowoff extension should be approved by the UNITED STATES and the DISTRICT prior to construction.

9. Where those portions of Canyon Cove Drive and Canyon Cove Circle cross the AQUEDUCT between approximate Aqueduct Centerline Station 1945+10 and Station 1947+10, the SUBDIVIDER will not be required to construct any additional protection over the Aqueduct providing the following conditions are met:

(a) The existing backfill is not removed.

(b) No heavy equipment loading be allowed over the pipe until the depth of the embankment plus the existing backfill is equal to one-half the outside diameter of the pipe. (Heavy equipment loads shall be defined as any vehicle loading greater than AASHTO H20-44 Highway loading).

BOOK 5221 PAGE 1270

(c) The embankment for that reach of the pipe that will be under the traveled roadway will be thoroughly compacted.

(d) There will be no stockpiling of material or any surcharge placed over the pipe which will create a loading class greater than that which will be imposed by 15 feet of fill.

10. All Deeds and Instruments for lots 12, 33, 42, 44, 45, 46, and 47 shown on Exhibit "A": and lots 251, 252, 253, 254, 255, 256, 257, 258, 259, 261, and 262 shown on Exhibit "B" shall contain provisions that any fences constructed across the Aqueduct Easement shall have metal gates installed being Ten (10) feet wide and being Five (5) feet on each side of the centerline to permit ingress and egress along the Aqueduct Easement. All gates shall be locked and the UNITED STATES and the DISTRICT shall be furnished a common master key for all locks.

11. All Deeds and Instruments for lots 12, 13, 14, 28, 29, 30, 31, 32, 33, 34, 42, 44, 45, 46, and 47 shown on Exhibit "A" and lots 251, 252, 253, 254, 255, 256, 257, 258, 259, 261, 262, 263, 264, 265, and 266 shown on Exhibit "B" shall contain provisions and protective covenants recognizing the prior right of the UNITED STATES and the DISTRICT and shall prohibit the erection of homes or permanent structures and the planting of trees within the easement area and shall require that plans for landscaping and other development be submitted to the UNITED STATES and the DISTRICT for review and approval.

12. 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. Any cuts or fills over the AQUEDUCT

BOOK 5261 PAGE 1271

shall maintain a minimum of 4-feet and a maximum of 12-feet of cover. 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.

13. The SUBDIVIDER, his successors or assigns agree that 48 hours prior to construction of any homes or appurtenant improvements on lots 13, 14, 28, 29, 30, 31, 32, and 33 shown on Exhibit "A" and on lots 263, 264, 265, and 266 shown on Exhibit "B" that 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 on the Aqueduct Easement.

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

15. 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.

BOOK 5201 PAGE 1272



16. 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.

17. 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 4 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.

18. 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.

19. 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 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

BOOK 5201 PAGE 1273

the adjacent 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.

20. 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.

21. 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.

BOOK 5201 PAGE 1274

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

SEAL

CANYON COVE LIMITED PARTNERSHIP  
by its GENERAL PARTNER CANYON  
COVE INCORPORATED

ATTEST

By

A.O. Headman

By

Kevin P. Erickson  
Title President

SEAL

METROPOLITAN WATER DISTRICT OF  
SALT LAKE CITY

ATTEST

By

W. C. Haggler

By

W. C. Haggler  
General Manager  
Herein styled DISTRICT

UNITED STATES OF AMERICA  
DEPARTMENT OF INTERIOR  
BUREAU OF RECLAMATION

Richard W. Fournier

By

W. P. [Signature]  
Regional Director, UC Region  
Herein styled UNITED STATES

BOOK 5201 PAGE 1275

STATE OF UTAH )

COUNTY OF SALT LAKE )

SS.

On the 23<sup>rd</sup> day of May, A.D. 1979,

personally appeared before me N.W. PLUMMER, who

being by me duly sworn did say that he is the \_\_\_\_\_

Regional Director, Upper Colorado Region, Bureau of Reclamation,

Department of the Interior, and that said instrument was signed in

behalf of the United States of America pursuant to authority delegated  
to him.

Leon E. Wallace  
Notary Public

Residing at Salt Lake City

County of SALT LAKE

State of Utah

My Commission Expires:

April 10, 1982

BOOK 5201 PAGE 1276