

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

LITTLE WILLOW SUBDIVISION
SALT LAKE AQUEDUCT
PROVO RIVER PROJECT

3847318

AGREEMENT

13.00
See ?? 10 AM '93
Lamar Coon
REQ OF
\$ _____
Wm. Fogg
EVELYN FROGGET

2655 Concourse Dr.
SLC 84108

This Agreement made and entered into this 12th day of
MARCH, 1984, in pursuance of the Act of Congress of
June 16, 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 LITTLE WILLOW SUBDIVISION by LAMAR COON & ASSOCIATES,
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 improvements
be constructed, operated, and maintained over right-of-way of the UNITED
STATES, upon which has been constructed the Salt Lake Aqueduct, herein-
after 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 the subdivider has submitted to Salt Lake County proposed final subdivision plats for a residential subdivision to be known as Little Willow Subdivision and will utilize the AQUEDUCT right-of-way area as shown on Exhibits "A" and "B", and in accordance to specifications marked Exhibit "C", said Exhibits "A", "B", and "C", attached hereto and made a part hereof.

Said Little Willow Subdivision being described as follows:

Beginning at a point N. $89^{\circ}54'10''$ W. 412.50 feet along the section line from the southeast corner of Section 35, T. 2 S., R. 1 E., SLM, thence N. $89^{\circ}54'10''$ W. 907.50 feet; thence N. $0^{\circ}10'23''$ E. 314.00 feet; thence S. $89^{\circ}54'10''$ E. 1000.58 feet to the westerly line of Wasatch Boulevard; thence along said westerly line S. $21^{\circ}44'37''$ E. 53.78 feet; thence N. $89^{\circ}54'10''$ W. 113.16 feet; thence S. $0^{\circ}10'23''$ W. 264.09 feet to the point of beginning, containing 6.66 acres.

2. Each of the parties hereto acknowledge the prior rights of the UNITED STATES and the DISTRICT in and to the right-of-way to construct, reconstruct, operate, and maintain the aqueduct, ditches, and canals and appurtenant structures, above and below ground surfaces, within those portions of the AQUEDUCT right-of-way as shown on Exhibits "A" and "B".

3. 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 2 above.

4. Any increase in the cost to reconstruct, operate, maintain, and repair the AQUEDUCT and appurtenant structures which might result in

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.

5. All Deeds and Instruments for Lots 1 and 13 shown on Exhibits "A" and "B" shall contain provisions and protective covenants recognizing the prior rights of the UNITED STATES and the DISTRICT as hereinabove set forth, and shall prohibit the erection of homes or permanent structures and the planting of trees within the right-of-way area and shall require that plans for landscaping and other development that may affect or hinder operation and maintenance of the AQUEDUCT be submitted to the UNITED STATES and the DISTRICT for review and approval.

6. 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 shall maintain a minimum of Four (4) feet and a maximum of Ten (10) 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.

7. The SUBDIVIDER, his successors or assigns agree that Forty-eight (48) hours prior to excavation for construction of any homes or appurtenant improvements on Lots 1 and 13 shown on Exhibits "A" and "B" that the location of said homes or improvements shall be staked in

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the field and the UNITED STATES and the DISTRICT shall be notified to permit inspection and approval to avoid any encroachment on the AQUEDUCT right-of-way.

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

9. 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.

10. AQUEDUCT PI markers need to be maintained undisturbed before, during, and after construction of the subdivision. If for some reason they are disturbed at any time, the SUBDIVIDER or his successors in interest will be required to pay for any costs associated with resurveys and repairs.

11. If fences are to be constructed across the AQUEDUCT in Lots 1 and 13, Ten (10) foot wide gates, being Five (5) feet on each side of the AQUEDUCT centerline, are required. If these gates are to be locked, the locks shall have a master key which shall be furnished the UNITED STATES and the DISTRICT.

12. 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 state of construction. The Regional Director or his authorized representative and the DISTRICT shall be notified at least Forty-eight (48) hours in advance of commencing installation of any subdivision developments or utilities on the AQUEDUCT right-of-way.

13. 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 Article 4 are applicable to the SUBDIVIDER, its successors in interest, 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.

14. 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.

15. 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, improvements, 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 subdivision lots, improvements, or utilities which

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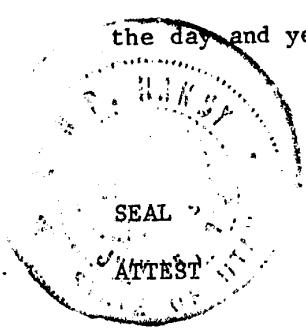
may hereafter result from the construction, operation, or maintenance of the Salt Lake Aqueduct or of any works or facilities of the Provo River Project or any other Reclamation project. This will not be construed to include negligent or wrongful acts of the UNITED STATES, the DISTRICT or their agents or assigns.

16. 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.

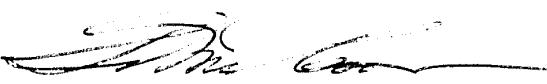
17. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have executed this Agreement

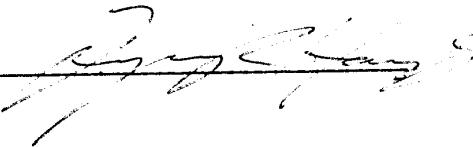
the day and year first above written.



LITTLE WILLOW SUBDIVISION

By: 

Title

By: 

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METROPOLITAN WATER DISTRICT OF
SALT LAKE CITY

SEAL

ATTEST

By: Clayton B. Minnacott
General Manager
Herein styled DISTRICT

By: Frederick D. Ovalt

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

By:
ACTING

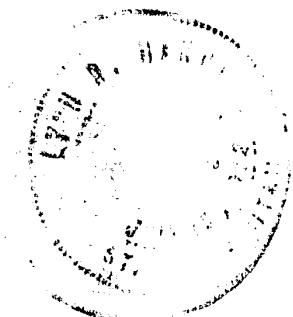
J. Phillip Sharpe
Regional Director
Upper Colorado Region
Herein styled UNITED STATES

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STATE OF)
) ss.
)
COUNTY OF)

On the 12th day of MARCH, 1982, personally
appeared before me LA MAR COON who being by me duly
sworn did say that he is the owner of Little Willow Subdivision and that
the within and foregoing instrument was signed in behalf of said subdivision.

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



Notary Public in and for the
State of Utah
Residing at 561 1/2 Main
My Commission Expires: 7-15-82

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(SEAL)

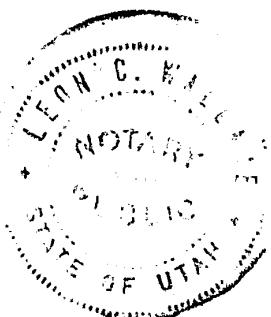
ATTEST:

By: _____
Title

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

On the 20th day of July, A.D. 19 82, personally
appeared before me F. Phillip Sharpe, who being by me duly
sworn did say that he is the Acting 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 L. Wallace
Notary Public



Residing at Salt Lake City

County of Salt Lake

State of Utah

My Commission Expires:

April 10, 1986

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