

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

THE COVE AT HIDDEN VALLEY PHASES 1-A & 2-A
SALT LAKE AQUEDUCT
PROVO RIVER PROJECT

AGREEMENT

4255457

8558
Development Funding
REQ OF
Rebecca DeGray
REBECCA GRAY
CASA

JUN 3 4 23 PM '96

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

This Agreement made and entered into this 7 day of July

1986 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 PHASE ONE LTD. A UTAH LIMITED PARTNERSHIP by DEVELOPMENT FUNDING CORPORATION, A UTAH 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 subdivision improvements be constructed, operated, and maintained over the property on which the UNITED STATES has a right-of-way to construct, reconstruct, operate, and maintain an aqueduct and appurtenant structures, upon which has been constructed the Salt Lake Aqueduct, herein referred to as the AQUEDUCT, and

833 W. 800 S. SLC. UT 84101

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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 residential subdivision to be known as The Cove at Hidden Valley Phases 1-A & 2-A, Exhibits "A" and "B", and utilizing the AQUEDUCT right-of-way area as shown on Exhibit "C", said Exhibits "A", "B", and "C", are attached hereto and made a part hereof.

Said Cove at Hidden Valley Phases 1-A & 2-A being described as

Beginning at a point which is 6247.0 feet North and 1199.38 feet West from the Southeast corner of Section 22, T. 3 S., R. 1 E., S.L.B.&M.; thence N 89°55'57" W 586.10 feet; thence S 0°04'03" W 225.38 feet; thence S 75°04'32" E 37.54 feet; thence N 79°11'31" E 147.79 feet; thence N 85°20'00" E 129.96 feet; thence N 86°50'12" E 95.90 feet; thence S 59°29'50" E 38.89 feet; thence N 89°46'52" E 46.04 feet; thence S 32°19'33" E 240.88 feet; thence S 4°07'31" E 305.41 feet; thence S 86°18'01" W 116.88 feet to a 535.60 foot radius curve to the right; thence along said curve 50.16 feet

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through a central angle of $5^{\circ}21'58''$, the chord of said curve bears S $01^{\circ}01'00''$ E 50.14 feet; thence S $45^{\circ}22'44''$ W 76.26 feet to a 650.00 foot radius curve to the right; thence along said curve 206.04 feet through a central angle of $18^{\circ}09'42''$, the chord of said curve bears S $65^{\circ}11'28''$ E 205.18 feet to the point of tangency of a 30.00 foot radius curve to the right; thence along said curve 33.73 feet through a central angle of $64^{\circ}24'39''$, the chord of said curve bears S $23^{\circ}54'17''$ E 31.98 feet to the point of tangency of a 450.00 foot radius curve to the left; thence along said curve 12.96 feet through a central angle of $1^{\circ}39'02''$, the chord of said curve bears S $07^{\circ}28'31''$ W 12.96 feet; thence S $06^{\circ}39'00''$ W 85.60 feet; thence S $83^{\circ}21'00''$ E 222.04 feet; thence N $06^{\circ}12'17''$ E 115.00 feet; thence N $18^{\circ}33'00''$ E 255.00 feet; thence N $20^{\circ}56'29''$ E 118.00 feet; to a 467.23 foot radius curve to the left; thence along said curve 81.55 feet through a central angle of $10^{\circ}00'00''$, the chord of said curve bears N $66^{\circ}27'00''$ W 81.44 feet; thence N $71^{\circ}27'00''$ W 86.61 feet to a 270.91 foot radius curve to the left; thence along said curve 167.94 feet through a central angle of $35^{\circ}31'11''$, the chord of said curve bears N $07^{\circ}29'22''$ W 165.27 feet to the point of tangency of a 449.26 foot radius curve to the left; thence along said curve 187.80 feet through a central angle of $23^{\circ}57'03''$, the chord of said curve bears N $37^{\circ}13'28''$ W 186.44 feet; thence W $49^{\circ}12'00''$ W 54.91 feet to a 265.31 foot radius curve to the right; thence 221.08 feet along said curve through a central angle of $47^{\circ}44'35''$, the chord of

said curve bears N 25°19'46" W 214.74 feet; to the point of beginning. Contains 8.67 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 a pipe line or pipe lines on, over and across those portions of the easement as shown on Exhibit "A", as granted in that certain Warranty Deed of Easement recorded as Entry No. 1033469 in Book 464 at Page 249 of the records of the Salt Lake County Recorder.

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.

4. All construction of subdivision improvements within the Aqueduct right-of-way shall be performed in a manner reasonably 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. Any cuts or fills over the Aqueduct shall maintain the following minimums and maximums, depending on the types of pipe:

TYPE OF PIPE	MINIMUM	MAXIMUM
A	4 feet	5 feet
B	4 feet	10 feet
C	4 feet	15 feet
D	4 feet	20 feet

Any anticipated variances from the above minimums or maximums should receive the prior approval of the United States and the District. No vehicular traffic will be allowed over class "A" pipe unless adequate protection is provided, and specifications approved by the United States and the District.

5. 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 107, 108, 127, 235, 236, 237, and 238 shown on Exhibit "A" 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 right-of-way.

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

7. 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. The sewer pipeline crossings shall cross over the Aqueduct and will be constructed to specifications approved by the United States and the District.

8. State and County regulations shall be adhered to in the construction of all utilities. Plans and specifications for any utility installations/ ^{on the right-of-way} shall be submitted to the United States and the District on an individual basis for review and approval prior to the start of construction. The Subdivider shall notify the Regional Director or his authorized representative and/or the District at least Forty-eight (48) hours in advance of commencing installation of any subdivision developments or utilities on the Aqueduct right-of-way.

9. Any property within the respective subdivision conveyed by the subdivider must include in the conveying instrument, a notice stating that such conveyance is subject to the easement of the United States. The Subdivider agrees to record the deeds and this agreement at no expense to the United States or the District and furnish copies of the recorded agreement to the United States and the District.

10. The Subdivider warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon the 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

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of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability.

11. 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 benefits.

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

SEAL


PHASE ONE LTD., by DEVELOPMENT
FUNDING CORPORATION

ATTEST

By


Title


By


Sec.

METROPOLITAN WATER DISTRICT OF
SALT LAKE CITY


SEAL

By


General Manager
Herein styled DISTRICT

ATTEST

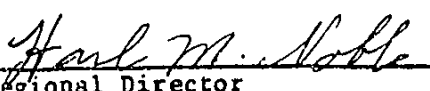
By


Field Superintendent

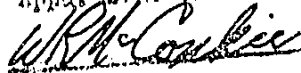
UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

By


Regional Director
Upper Colorado Region
Herein styled UNITED STATES

"Appd. Sec. O.C.R."

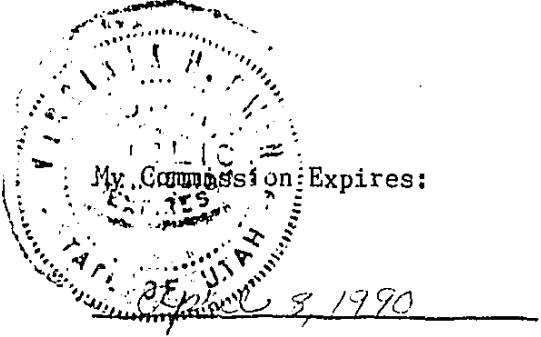


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STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 17th day of May, A.D. 1986
personally appeared before me Boyd J. Peterson, who being by
me duly sworn did say that he is the President, Development Funding
Corporation, and that said instrument was signed in behalf of the Devel-
opment Funding Corporation pursuant to authority delegated to him.

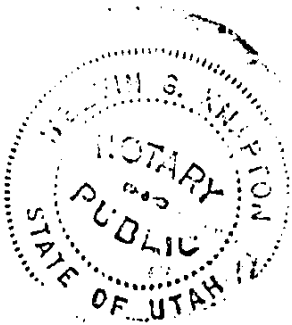
Virginia H. Owens
Notary Public
Residing at Salt Lake City, ut.
County of Salt Lake
State of Utah



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STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 7TH day of MAY, A.D. 1986
personally appeared before me Nick P. Sefakis, who being by
me duly sworn did say that he is the General Manager, Metropolitan Water
District, of Salt Lake City, and that said instrument was signed in behalf
of the Metropolitan Water District of Salt Lake City, pursuant to authority
delegated to him.



William S. Knudtson
Notary Public
Residing at Murray UT
County of SALT LAKE
State of Utah

My Commission Expires:

July 22 1989

(SEAL)

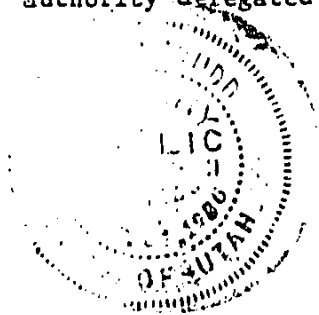
ATTEST:

By

_____ title

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 17th day of May, A.D. 1986
personally appeared before me Harold M. Noble, 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.



Evan M. Rudd
Notary Public
Residing at Murray
County of Salt Lake
State of Utah

My Commission Expires:
9/21/86

COLORADO DEVELOPMENT CO.
TRACT 407

P.I. Sta. 1537+06.9

N 6° 39' E

P.I. Sta. 1543+00.0

50' 75'

26 27
23 22

COLORADO DEVELOPMENT CO.
TRACT 407

Cove at Hidden Valley
Phases 1-A & 2-A

SALT LAKE COUNTY
N 18° 33' E

P.I. Sta. 1557+019

P.I. Sta. 1559+86.0

SAMUEL N. SMITH
TRACT 408

ROW
N 7° 25' E

50' 75'

P.I. Sta. 1573+12.7

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EXHIBIT C