

When Recorded Return to:
PROVO CITY STORM WATER SERVICE DISTRICT
P.O. Box 1849
Provo, UT 84606
Attention: Greg Beckstrom

ENT 125477 BK 4884 PG 811
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Dec 04 10:23 am FEE 0.00 BY JRD
RECORDED FOR PROVO CITY

**PROVO PARKWAY VENTURES STORM WATER
DRAINAGE AGREEMENT**

THIS AGREEMENT is made and entered into this 17th day of AUGUST, 1998, by and between the City of Provo, Utah for the Provo City Storm Water Service District, ("City") and Parkway Ventures, ("Developer").

WITNESSETH

Whereas, Parkway Ventures, LTD. is obligated to construct a storm water drainage system for the Christensen Dodge as part of the site development approval process; and

Whereas, Developer's design of the access road requires that the water from certain public streets adjacent to the Christensen Dodge property drain into Developer's storm water drainage system, which system will continue to be owned, maintained and repaired by Developer and its successors and assigns upon completion of the Christensen Dodge; and

Whereas, the parties desire to clarify and formalize the duties and responsibilities of the parties with respect to construction, operation and repair of the Christensen Dodge, Inc. drainage system;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows;

1. Developer will submit site plans for the construction of a storm drainage system for the development.
2. Once said plans are approved by City, Developer shall construct, operate, maintain and repair the storm drainage system pursuant to the approved site plans.
3. To the extent said approved plans require storm water from adjacent City streets to drain into Developer's storm drain system to accommodate Developer's design of THE ACCESS ROAD, Developer shall accept such storm water into its system at no cost to City.
4. Developer, its successors and assigns agree to operate, maintain, and repair said storm drain system, including any pump stations, and to keep said storm water drainage system and pump stations continuously in good working order and repair at no cost to City, throughout the time the property requires said storm drainage system be operational.
5. Developer, its successors and assigns shall indemnify, defend and hold City, its agents, servants, employees, and elected officials harmless from and against any and all liability, loss, damage, costs or expenses including reasonable attorney's fees and court costs or expenses including reasonable attorneys' fees and court costs arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which may arise from storm water from City streets draining into Developer's storm drainage system caused by any acts done thereon or any errors or omissions of Developer or its agents, servants, employees or contractors in fulfilling the terms of this Agreement.

IN WITNESS WHEREOF, City and Developer have hereunto set their hand and seals the day and year above first written.

CITY

PROVO CITY, UTAH

Date: 24 NOV 1998

By: 
Lewis K. Billings, Mayor

Attest: 

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On the 24th day of November, 1998, personally appeared before me Lewis K. Billings who being by me duly sworn did say, that he, Lewis K. Billings, is the mayor of the City of Provo, Utah.


Notary Public

My Commission Expires: 7-22-99

Residing at: mapleton



DEVELOPER:

PARKWAY VENTURES, LTD., a Utah limited partnership

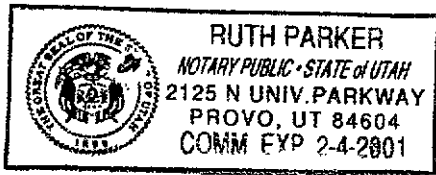
By: COSTA INVESTMENT COMPANY, LTD., a Utah limited partnership and its General Partner

Date: 11/5/98

By: *Craig C. Christensen*
Craig C. Christensen, General Partner

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On the 5 day of Nov, 1998, personally appeared before me
1998 Ruth Parker who being by me duly sworn did say, that he, Craig C. Christensen, is
the General Partner of Costa Investment Company, LTD., which is the general partner of the
Parkway Ventures, which is the Development Company, and that the Provo Parkway Ventures
Storm Water Drainage Agreement was signed in behalf by and for of said Development
Company.



Ruth Parker
Notary Public

My Commission Expires: 2-4-2001

Residing at: Provo, UT



Hill, Jamison and Associates, Inc.

Engineering and Surveying

ENT 125477 BK 4884 PG 815



40° 53' 27.12" N
111° 53' 09.40" W



August 19, 1998

Christensen Dodge - revision

Beginning on the South right-of-way line of proposed 1940 North Street which point is also South 57°58'18" East 218.38 feet from the North Quarter Corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian and running thence along said South right-of-way due East 52.96 feet to the start of a 1140-foot radius curve to the left; thence along the arc of said curve 128.62 feet to the Southwesterly right-of-way of University Parkway and to a point approximately 1.0 foot Southwest of a fence line (central angle = 64°38'29", chord bears North 57°40'45" East 121.90 feet); thence along said right-of-way along the arc of a 17,108.73-foot radius curve to the right 512.42 feet (central angle = 01°42'58", chord bears South 39°34'40" East 512.40 feet (said line is also parallel to and approximately 1.00 foot Southwest of said fence line); thence South 09°35'45" West along the Westerly bank of the Provo River 73.12 feet; thence South 02°30'00" West along said bank 200.84 feet; thence leaving said river bank South 88°59'08" West 662.55 feet; thence North 85°44'51" West along the Northerly right-of-way of 1800 North Street 26.67 feet; thence North 00°05'34" East 97.56 feet; thence North 88°59'09" East 132.35 feet; thence North 0°04'00" East 441.92 feet to a point on the South right-of-way of proposed 1940 North Street which point is also on a 67.00-foot radius curve to the left; thence along the arc of said South right-of-way 119.48 feet (central angle = 102°10'14", chord bears North 54°12'15" East 104.26 feet to a point of reverse curvature; thence along the arc of a 10.0-foot radius curve to the right 15.16 feet (central angle = 86°52'52", chord bears North 46°33'34" East 13.75 feet); to the point of beginning, containing 7.212 acres.

Note: Basis of bearing for description is North 06°57'02" East from the North Quarter Corner of said Section 36, to the triangulation cone on Mt. Timpanogos.

N
Scale 1" = 120'

