

WHEN RECORDED, RETURN TO:

SALT LAKE COUNTY WATER CONSERVANCY DISTRICT
8215 SOUTH 1300 WEST
P. O. BOX 70
WEST JORDAN, UT SALT LAKE COUNTY WATER CONSERVANCY DISTRICT
84084-0070

9061077C-3
LAND USE AGREEMENT AND
RESTRICTIVE COVENANT

5535010

AN AGREEMENT made this 15TH day of SEPT., 1992, by and between the Salt Lake County Water Conservancy District ("District"), a water conservancy district with its principal offices at 8215 South 1300 West, West Jordan, Utah 84084, and Waterford Institute, Inc. ("Waterford"), a Delaware Corporation doing business in Utah with its address at 1480 East 9400 South, Sandy, Utah, 84093, owner of the property described in this Agreement. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

W I T N E S S E T H:

1. Waterford is the owner of the following described tract of land located at 1530 East 9400 South, Salt Lake County, Utah, and more particularly described as:

A 100.00 foot radius Well Protection Zone with the Center radius point being North 89°53'28" East 1358.37 feet and South 00°13'23" West 93.00 feet from the Northwest Corner of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian;

hereinafter the "protected zone property."

2. The District is the owner of adjacent property to the property described above.

3. Waterford covenants and agrees not to locate or permit concentrated sources of pollution within the protected zone property described in paragraph 1. The term "concentrated

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SALT LAKE COUNTY WATER CONSERVANCY DISTRICT

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WATERFORD INSTITUTE INC.
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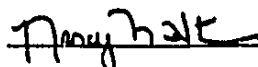
sources of pollution" includes septic tanks, drain fields, garbage dumps, pit privies, drain lines, sewer lines, corrals, feed lots, and all other similar structures and uses. This Covenant shall run with the land described above, and is binding upon the owners, and owners' heirs, successors, and assigns.

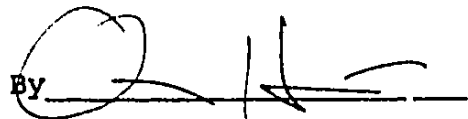
4. The Salt Lake County Water Conservancy District is granted the right to enforce this Covenant and Agreement through legal proceedings in law for damages, and/or in equity to obtain an injunction or other equitable remedy against any persons or entities violating or threatening to violate this Agreement and Restrictive Covenant.

5. The Salt Lake County Water Conservancy District is granted the right to enforce this Covenant and Agreement through legal proceedings in law for damages, and/or in equity to obtain an injunction or other equitable remedy against any persons or entities violating or threatening to violate this Agreement and Restrictive Covenant.

ATTEST:

WATERFORD INSTITUTE, INC.

 _____

BY  _____

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SALT LAKE COUNTY WATER CONSERVANCY DISTRICT

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ATTEST:

SALT LAKE COUNTY WATER
CONSERVANCY DISTRICT

David S. Oswald
Secretary

By Gerald K. Maloney
Chairman of the Board/
President

STATE OF UTAH)
) : ss.
County of Salt Lake)

APPROVED AS TO FORM

BY D. L. Seeb
DATE 4/18/92

The foregoing instrument was acknowledged before me this
22nd day of January, 1991 by Gerald K. Maloney, the
Chairman of the Board/President of the Salt Lake County Water
Conservancy District.

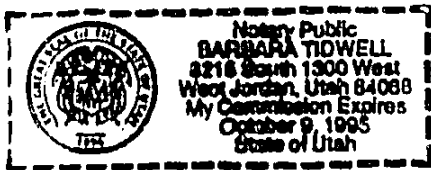
My Commission Expires:

October 9, 1995

Barbara Tidwell
Notary Public

Residing at:

Salt Lake County, Utah



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SALT LAKE COUNTY WATER CONSERVANCY DISTRICT

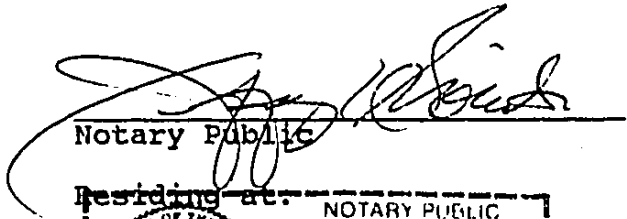
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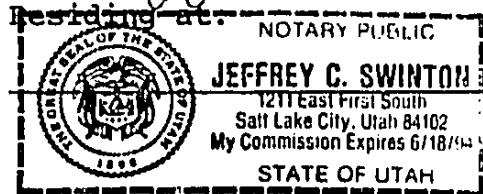
STATE OF UTAH)
): ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this
15th day of September, 1992 by Dustin Houston,
the Chairman of Waterford Institute Inc.

My Commission Expires:

6-18-94


Notary Public



No Fee

5535010
22 JUNE 93 10:20 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SL CO WATER CONSERVANCY DIST
REC BY: DIANE KILPACK, DEPUTY

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