

When Recorded Return to:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093-2139

13866692 B: 11293 P: 442 Total Pages: 19
01/11/2022 10:33 AM By: ggasca Fees: \$0.00
EASEMENT - EASEMENT OR GRANT OF EASEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY
3430 EAST DANISH ROAD COTTONWOOD HEIGHTS, UT 84093



Application No.: S-21-1450
Version: 11-01-21

PARCEL NO.: 28154790190000

EASEMENT AGREEMENT

(Salt Lake Aqueduct)

THIS EASEMENT AGREEMENT ("Agreement") is entered into effective this 22nd day of December, 2021, between Metropolitan Water District of Salt Lake & Sandy ("District") and Sharon Kae Howard Spaulding and Carleton Windham Spaulding, individually and as Trustees of The Sharon Kae Howard Spaulding Trust dated November 21, 1996, of 40 Wanderwood Way, Sandy, Utah 84092 ("Applicant"). The trust, Sharon Kae Howard Spaulding, and Carleton Windham Spaulding are jointly and severally liable for performance of this Agreement.

AGREEMENT PURPOSES

District owns and operates the Salt Lake Aqueduct ("SLA") Corridor and certain improvements (all manner of works, equipment, facilities and infrastructure) located within or on the SLA Corridor. District is a political subdivision of the State of Utah responsible for transporting and treating public water, and as such District is engaged in protecting the SLA, SLA Corridor, District improvements and operations, and District water.

Applicant constructed certain landscaping within and plans to construct certain improvements to their deck that will encroach further upon the SLA Corridor. The Declaration of Covenants, Conditions, and Restrictions (Pepperwood CC&Rs) by the Pepperwood Homeowners Association (Pepperwood HOA) requires that "plans for landscaping and other development that may affect or hinder operation and maintenance of the aqueduct . . . be submitted to . . . the District for review and approval." Applicant has submitted plans for their deck improvements to the District. The District does not object to the construction of the deck improvements or to existing landscaping described in this Agreement under the conditions of this Agreement.

This Agreement does not purport to satisfy any legal requirement other than District policies and District approval consistent with the Pepperwood CC&Rs. Applicant is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc., including any necessary planning or zoning or any other approvals. District has not agreed to provide any assistance to Applicant in understanding or meeting these other requirements.

AGREEMENT TERMS AND CONDITIONS

The parties agree as follows:

1. Description of the Applicant's Lot.

Lot 733, Pepperwood Phase 7F, also known as Salt Lake County Parcel 28154790190000 with a street address of 40 South Wanderwood Way, Sandy, Utah 84092.

2. Description of SLA Corridor.

The SLA Corridor in this location is an easement reserved under the Act of August 30, 1890. It is referred to by District as Tract 409A. Tract 409A is described as follows:

A strip of land in the East half of the Northeast quarter (E½ NE¼) of Section 22 and also in the Southeast quarter of the Southeast quarter (SE¼ SE¼) of Section 15, all in Township 3 South, Range 1 East, S.L.B.&M., 125 feet wide and included between two lines 75 feet West or to the left and 50 feet East or to the right of the following described center line of the Salt Lake Aqueduct from station 1573+12.7 to station 1612+81.1 measured at right angles and/or radially thereto; said center line is more particularly described as follows:

Beginning at station 1573+12.7 from which point the Southeast (SE) corner of said Section 22 lies South 2630.60 feet and East 410.24 feet, more or less; thence North 7°25' East 417.2 feet, thence North 0°00' East 1618.8 feet, thence on a regular curve to the left having a radius of 400 feet, and a length of 47.5 feet as measured on the arc of the curve, thence North 6°48'30" West 1708.0 feet to station 1611+56.0 back, equals equation station 1611+61.8 ahead, thence North 6°48'30" West 119.3 feet to station 1612+81.1 a point in the Southeast quarter of the Southeast quarter (SE¼ SE¼) of said Section 15, from which point the Northeast (NE) corner of said Section 15 lies North 3945.90 feet and East 615.83 feet, more or less.

Containing 11.4 acres, more or less.

The SLA Corridor is more or less identified on the Pepperwood Phase 7F subdivision plat.

3. Agreement as to District's Use as to a Portion of the Applicant's Lot. As to the portion of the Applicant Lot encumbered by the SLA Corridor described above and depicted approximately in Exhibit 1 attached to this Agreement the parties agree that the District has the right to construct, operate, and maintain the Salt Lake Aqueduct and appurtenant structures as described in Section 8.6 and Addendum B of the Pepperwood CC&Rs dated September 11, 2013.

4. Applicant Uses of the SLA Corridor Encumbering Applicant's Lot. Applicant and Applicant's successors and assigns may use the portion of Applicant's Lot described in Paragraph 1 above encumbered by the SLA Corridor described in Paragraph 2 above in strict accordance with Section 8.6 and Addendum B of the Pepperwood CC&Rs dated September 11, 2013. Section 8.6 and Addendum B are attached to this Agreement as Exhibit 2. The Pepperwood CC&Rs dated September 11, 2013 are included in this Agreement as if restated here.

Applicant submitted plans for extension of a deck that was previously constructed partially within the SLA Corridor. Those plans are attached to this Agreement as Exhibit 3. District has reviewed those plans. The extended deck will encroach at its furthest point approximately 15 feet into the SLA Corridor. The deck extension is 100 percent dismantle capable. Any increase in the cost to reconstruct, operate, maintain, and repair the aqueduct and appurtenant structures which may result from the deck extension shall be borne by Applicant.

Applicant maintains existing landscaping including fencing, turf (with associated sprinkler), hardscape, and trees. The existing fence includes a gated opening within the SLA Corridor and existing trees are located within 15 feet of the SLA. District and Applicant acknowledge these current conditions are not in compliance with Pepperwood CC&Rs dated September 11, 2013, Addendum B, parts a and c, respectively. District and Applicant agree existing trees may remain until such a time as they are removed by the Applicant for purposes of the Applicant or removed by the District to operate, maintain, repair, or replace the SLA. The trees shall not be replaced without the prior written approval of the District, which approval District is not obligated to give.

Notwithstanding anything written in this Agreement, no permission is intended to be given to: 1) adversely impact in any respect District improvements; or 2) introduce any substance into District improvements or water; or 3) adversely impact in any respect District's operations.

5. Work. Applicant warrants and agrees that no earthwork, construction work, or other work performed by or for Applicant on the SLA Corridor or close enough to the SLA Corridor to present risk to District improvements or operations will take place except as expressly described in plans and specifications approved in writing by District. Any modifications to such plans and specifications must be approved in writing by District.

6. Applicant Responsible for Applicant's Contractors, Employees. Applicant shall be jointly and severally liable for any non-compliance with this Agreement by any of Applicant's contractors, employees, or subcontractors.

7. Maintenance of Applicant's Improvements. All of Applicant's uses on the SLA Corridor, or close enough to the SLA Corridor to present risk to District improvements or operations, shall be maintained in a condition that does not interfere with the ability of District to use its easement as described in this Agreement.

8. Notice. District will make reasonable efforts to provide reasonable advance notice to Applicant of any work District reasonably recognizes as materially adverse to Applicant's authorized use of the SLA Corridor. District may implement electronic notice procedures. Applicant will be responsible to timely provide District with current contact information.

Any notice required by this Agreement will be deemed given when mailed or delivered to:

District:
Metropolitan Water District of
Salt Lake & Sandy

Applicant:

ATTN: General Manager
3430 East Danish Road
Cottonwood Heights, UT 84093
Phone: (801) 942-1391
Email: rightsofway@mwdsls.org

Sharon and Carleton Spaulding
40 South Wanderwood Way
Sandy, Utah 84092
Phone: (801) 414-7209
Email: ~~carl.spaulding@ncsolutions.com~~
carlspaulding54@gmail.com

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

9. Remedies. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will first be submitted to the other party in writing in detail and the parties will meet and confer regarding the matter.

If the matter is not resolved satisfactorily by negotiation, the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of that non-binding mediation. If the parties cannot agree on a mediator one may be appointed by a court of competent jurisdiction.

Any claim or dispute not settled by mediation will be resolved in accordance with the then most current version of the American Arbitration Association (AAA) Commercial Arbitration Rules. The arbitration will not be administered by the AAA without the written consent of both parties unless such administration is necessary to arbitrate the dispute as described in this Agreement. Claims will be heard by a single arbitrator. If the parties are unable to agree on an arbitrator within ten (10) business days of a request to arbitrate, the arbitrator will be selected using the AAA's list process as provided in its Commercial Arbitration Rules. The place of arbitration will be Salt Lake City, Utah. The arbitration will be governed by the laws of the State of Utah. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. Any additional discovery or disclosures may be ordered in the discretion of the arbitrator. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings, except that virtual attendance may be required by the arbitrator to address safety concerns. Time is of the essence for any arbitration under this Agreement, and arbitration proceedings will take place within ninety (90) days of appointment of an arbitrator and awards rendered within sixty (60) days thereafter. The arbitrator must agree to these limits prior to accepting appointment. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. Each party will bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The award of the arbitrator will be accompanied by a reasoned opinion.

Notwithstanding any language to the contrary in the contract documents, the Parties hereby agree: that the award of the arbitrator may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); that the award of the arbitrator will, at a minimum, be a reasoned award; and that the award of the arbitrator will not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of the award of the arbitrator, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having personal and subject matter jurisdiction of the matter.

9. Successors, Assigns. The rights and obligations of this Agreement shall run to the benefit of, and be binding upon, the successors and assigns of the parties. In particular, all rights and obligations of Applicant shall run with Applicant's lot described in Paragraph 1 above, or any portion thereof.

10. Authority. The persons signing this Agreement on behalf of any entity represent and warrant they have fully authority to execute this Agreement for and on behalf of the entity for which they are signing. Applicant warrants they are the sole owners of the fee as to the Applicant Lot, that no other person or entity claims any ownership as to the fee title of the Applicant Lot, that they are fully authorized and empowered to sign the Agreement as it impacts the Applicant Lot, and that no signature of any other person or entity is necessary to make this Agreement effective as described in this Agreement.

11. Time of Essence. Except as otherwise specifically provided in this Agreement, time is of the essence.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussion regarding Applicant's described use of the SLA Corridor, and cannot be altered except through a written instrument signed by all parties.

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

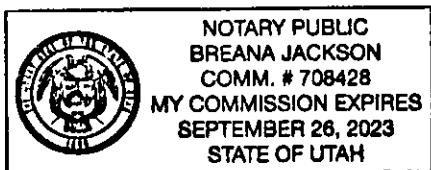
DISTRICT:

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY


Michael J. DeVries, General Manager

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

On the 3rd day of November, 2021, personally appeared before me Michael J. DeVries, and having been first duly sworn by me acknowledged that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that he was duly authorized by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy to execute the above Cooperation Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that he executed the above Cooperation Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.




NOTARY PUBLIC

APPLICANT:

Sharon Kae Howard Spaulding

Sharon Kae Howard Spaulding, individually
and as Trustee of The Sharon Kae Howard
Spaulding Trust

Carleton Windham Spaulding

Carleton Windham Spaulding, individually
and as Trustee of The Sharon Kae Howard
Spaulding Trust

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE

On the 22 day of December, 2021, personally appeared before me Sharon Kae Howard Spaulding and Carleton Windham Spaulding, the Trustees of The Sharon Kae Howard Spaulding Trust, the Applicant in the foregoing Cooperation Agreement, and having been duly sworn, acknowledge that they executed the same individually and as Trustees of said Trust with full authority.

[Signature]

NOTARY PUBLIC

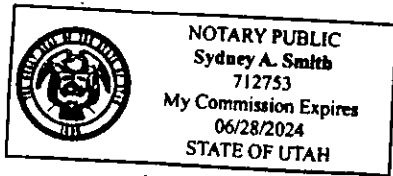




Exhibit 2
Pepperwood CC&Rs 8.6 and Addendum B

WHEN RECORDED MAIL TO:

MR. RICHARD W. KENNEDY
18 WINDSONG
SANDY, UT 84092

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
SALT LAKE COUNTY, UTAH

THIS DECLARATION ("Declaration"), made this 11th day of September, 2013, by the PEPPERWOOD HOMEOWNERS ASSOCIATION, a Utah Non-Profit Corporation, hereinafter referred to as 'Declarant' to amend and replace the Original Declarations now in force:

WITNESSETH:

WHEREAS, the Lot Owners and Developer of certain real property in the Pepperwood Subdivision more particularly described as:

Lots 1 through 52 inclusive in Pepperwood Subdivision Phase I; Lots 201 through 289 inclusive in Pepperwood Subdivision Phase II; Lot 200 in Pepperwood Phase 2; Lots 201A through 204A inclusive in Pepperwood Subdivision Phase 2A; Lots 301 through 340 inclusive in Pepperwood Subdivision Phase III; Lots 401 through 454 inclusive in Pepperwood Subdivision Phase IV; Lots 501 through 525 inclusive in Pepperwood Subdivision Phase V; Lot 526A in Pepperwood Subdivision Phase 5A; Lots 601 through 630 inclusive in Pepperwood Subdivision Phase 6; Lots 601A through 610A inclusive in Pepperwood Subdivision Phase 6A; Lots 631 through 641 inclusive in Pepperwood Subdivision Phase 6B; Lots 642 through 655 inclusive in Pepperwood Subdivision Phase 6C; Lots 656 through 659 inclusive in Pepperwood Subdivision Phase 6D; Lots 660 through 663 inclusive in Pepperwood Subdivision Phase 6E; Lots 701 through 715 inclusive and Lots 792 through 799 inclusive in Pepperwood Subdivision Phase 7A; Lots 744 through 757 inclusive in Pepperwood Subdivision Phase 7B; Lots 716 and 717 and Lots 780 through 791 inclusive in Pepperwood Subdivision Phase 7C; Lots 718 through 727 inclusive and Lots 771 through 779 inclusive in Pepperwood Subdivision Phase 7D; Lots 735 through 743 inclusive and Lots 758 through 765 inclusive in Pepperwood Subdivision Phase 7E; Lots 728 through 734 inclusive and Lots 766 through 770 inclusive in Pepperwood Subdivision Phase 7F; Lots 800, 801, and 806 in Pepperwood Subdivision Phase 8A; Lots 802, 803, and 805 in Pepperwood Subdivision Phase 8B; Lots 807 through 814 inclusive in Pepperwood Subdivision Phase 8C; Lots 827 through 835 inclusive in Pepperwood Subdivision Phase 8E; Lots 901 through 921 inclusive in Pepperwood Subdivision Phase 9; Lots 1001 through 1030 inclusive and Lot "B" in Pepperwood Subdivision Phase 10A; Lots 1031 through 1052 inclusive in Pepperwood Subdivision Phase 10B; Lots 1053 through 1064 inclusive in Pepperwood Subdivision Phase 10C; Lots 1065 through 1084 inclusive in Pepperwood Subdivision Phase 10D; Lots 1 through 13 inclusive in Trendland Meadows; Lots 1085 through 1090 inclusive in Pepperwood Subdivision Phase 10E; and Lots 1104 through 1106 inclusive and Lots 1109 through 1111 inclusive in Pepperwood Subdivision Phase 11 B;

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09/11/2013 11:04 AM \$681.00
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GARY W. OTT
REORDER, SALT LAKE COUNTY, UTAH
RICHARD W. KENNEDY
18 WINDSONG
SANDY UT 84092
BY: TMA, DEPUTY - WI 44 P.

~~Ent 11722032 BK 10176 PG 5025~~

granted to the Developer (with respect to property not yet annexed by Developer), together with the right to grant and transfer the same for the use and benefit of the members of the Association.

Section 8.3. Perimeter. Easements for the purpose of installing and maintaining the security of the perimeter fencing have been (or hereby are) assigned to Declarant and are hereby also granted to the Developer (with respect to property not yet annexed by Developer), together with the right to grant and transfer the same. See, also, Section 10.13 herein.

Section 8.4. Drainage. Easements over the Lots and common area for the purpose of drainage, the installation and maintenance of drainage facilities and ingress and egress for the purpose of such installation and maintenance have been (or hereby are) assigned to Declarant. With respect to property not yet annexed by Developer, Developer retains the same easements for the purpose of drainage, the installation and maintenance of drainage facilities and ingress and egress for the purpose of such installation and maintenance, together with the right to grant and transfer the same.

Section 8.5. Bicycle Path & Utility Easements. The provisions of Article IX herein relating to maintenance of lots and improvements apply to all bicycle paths and utility easements. No vehicles or any other objects shall be permitted to obstruct the easement area, either temporarily or permanently. Fencing, if erected, shall not be installed closer than seven and one-half (7.5) feet from the property line where such path easements exist unless installed at the Lot Owner's own risk. Such fencing within the easement may be removed and the cost for removal and replacement shall become the responsibility of and charged to the Lot Owner. Landscaping within said easements shall be limited to sod or similar low growing ground cover. If fencing is installed, the Lot Owner shall be responsible to install and maintain, in an attractive manner, all landscaping between the path and fence. Additional requirements apply to the bicycle path and utility easements pertaining to certain Lots, as set out in Addendum D, and the affected Lots are subject to the terms and conditions set forth in Addendum D, attached hereto and made a part hereof, as applicable. Any ordinance adopted by the City of Sandy or other governmental agency may vary these conditions so as to enable the access of emergency, utility, or maintenance vehicles..

Section 8.6. Bureau of Reclamation Right of Way. 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, has a right-of-way to construct, reconstruct, operate, and maintain an aqueduct and appurtenant structures and blow off lines which are located on a part of Lots 284-289, 301-302, 322-324, 401-409, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 903, 904, 905, 906, 907, 908, 911, 912, 1001, 1030, 1031, 1032, 1065, 1066, 1086, 1087, and a part of the road identified as Lone Hollow or Lot "A", and such other lots on which such a right-of-way shall subsequently be placed Plans for landscaping and other development that may affect or hinder operation and maintenance of the aqueduct shall be submitted to the UNITED STATES and the DISTRICT for review and approval. The affected Lots identified above are subject to the terms and conditions set forth in Addendum B, attached hereto and made a part hereof, as applicable.

ADDENDUM B: BUREAU OF RECLAMATION RIGHT OF WAY PROVISIONS

For Lots in Phases 7E and 7F: Bureau of Reclamation Right-of-Way.

The purchasers of lots 732 through 741 inclusive hereby acknowledge the prior rights of 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) to construct, reconstruct, operate, and maintain the Salt Lake Aqueduct and appurtenant structures, above and below ground surface within those portions of the aqueduct right-of-way as shown on the official plat of said lots. Any increase in the cost to reconstruct, operate, maintain, and repair the aqueduct and appurtenant structures which might result from the construction of a dwelling, accessory building, and other physical structures and improvements shall be borne by the lot owner or successors in interest. Any costs to THE DISTRICT or THE UNITED STATES which result from the construction of Plans for landscaping and other development that may affect or hinder operation and maintenance of the aqueduct shall be submitted to THE UNITED STATES and THE DISTRICT for review and written approval.

Owners of lots 732 through 741 inclusive agree that forty-eight (48) hours prior to excavation for construction of any homes or appurtenant improvements on said lots shall be staked in the field and THE UNITED STATES AND DISTRICT shall be notified to permit inspection and approval to avoid any encroachment on the aqueduct right-of-way.

Lot owners 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 the subdivision lot and improvements and the lot owner further agrees to release THE UNITED STATES and THE DISTRICT from all claims for damage to the improvements or utilities which may hereafter result from the construction, operation, or maintenance of the Salt Lake Aqueduct. This will not be construed to include negligent or wrongful acts of THE UNITED STATES, THE DISTRICT, or their agents or assigns.

PROTECTION CRITERIA FOR THE SALT LAKE AQUEDUCT (LOTS 732, 733, 734):

(a) Surface structures that generally will be allowed to be constructed within United States rights-of-way include drainage channels, walkways, driveways, patios, tennis courts, fences with gated openings (no masonry block walls), and similar surface and overhead structures. However, where United States system pipe having an "A" cover designation is involved (4-5 feet), the special requirements for driveways crossing over the pipe shall be obtained from the UNITED STATES for the maximum allowable external loading. However, it is understood that all surface structures shall be analyzed and considered on an individual basis.

(b) Structures that may not be constructed in, on or along United States rights-of-way include buildings, garages, carports, trailers, swimming pools, or other permanent structures as designated by THE UNITED STATES.

(c) No trees, vines, or deep-rooted plants will be allowed within fifteen (15) feet from each side of United States pipe conveyance systems.

(d) All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered to be encroaching structures and must be handled as such. Earth fills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by THE UNITED STATES and THE DISTRICT or Association.

(e) Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way. Small transverse drainage channels may be unlined; however, major transverse drainage channels must be concrete lined or protected by adequately sized riprap for a distance of at least 20 feet normal to the centerline on each side of the facility or within the right-of-way, whichever is less.

(f) Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of THE DISTRICT or Association or THE UNITED STATES.

(g) Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching and the structure previously approved and construct the improvements strictly in accordance with plans or specifications approved by THE UNITED STATES, DISTRICT, or Association.

(h) The ground surfaces within United States rights-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.

(i) The owner of newly constructed facilities that encroach on United States rights-of-way shall notify THE DISTRICT or Association and/or THE UNITED STATES upon completion of construction and shall provide THE DISTRICT or Association with one copy and THE UNITED STATES with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.

(j) Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give THE DISTRICT or Association at least 10 Days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

(k) If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, THE UNITED STATES reserves the right to impose more stringent criteria than those prescribed herein.

(l) All backfill material within United States rights-of-way shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.

(m) That the backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) non-cohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

(n) Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.

(o) Owners of encroaching facilities shall notify the UNITED STATES and the DISTRICT or Association at least forty-eight (48) hours in advance of commencing construction to permit inspection by the UNITED STATES and/or the DISTRICT or Association.

(p) No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material, septic tanks, or any other form of contamination.

(q) Notwithstanding anything stated herein to the contrary, these provisions, shall not be amended, rescinded or exceptions allowed, without the prior written approval of the District and the United States.

For Lots in Phase 9: Bureau of Reclamation Right-of-Way.

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 DLSTRICK, has a right-of-way to construct, reconstruct, operate, and maintain an aqueduct and appurtenant structures and blow off lines which are located on a part of lots 903, 904, 905, 906, 907, 908, 911, 912 and on a part of the road identified as Lone Hollow or Lot "A." Plans for landscaping and other development that may affect or hinder operation and maintenance of the aqueduct shall be submitted to the UNITED STATES and the DISTRICT for review and approval.

Structures that may not be constructed in, on, or along United States rights-of-way include buildings, garages, carports, trailers, swimming pools, patios, tennis courts, masonry block walls or other permanent structures as designated by the United States. Protection Criteria guidelines may be obtained from the DISTRICT or Bureau of Reclamation.

Forty-eight (48) hours prior to excavation for construction of any homes or appurtenant improvements on Lots 903, 904, 905, 906, 907, 908, 911 and 912 shown on the official plat, 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.

Any increase in the cost to reconstruct, operate, maintain and repair the Aqueduct and appurtenant structures which might result from the construction of homes and other physical structures on the right-of-way shall be borne by each lot owner and successors in interest and such costs shall constitute a lien on said lots until paid.

In accepting title to any lot upon which the UNITED STATES and DISTRICT have a claim as hereinabove described, such lot owners shall 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 such lots and improvements which may hereafter result from the construction, operation, or maintenance of the Salt Lake Aqueduct or any other works of facilities of the Provo River Project or any other UNITED STATES project. This will not be construed to include negligent or wrongful acts of the UNITED STATES, the DISTRICT, or their agents or assigns.

For Lots in Phase 10A: Bureau of Reclamation Right-of-Way.

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, has a right-of-way to construct, reconstruct, operate, and maintain an aqueduct and appurtenant structures and blow off lines which are located on a part of lots 1001, 1030, and on a part of the road identified as Lone Hollow or Lot "A." Plans for landscaping and other development that may affect or hinder operation and maintenance of the aqueduct shall be submitted to the UNITED STATES and the DISTRICT for review and approval.

The Owners of the affected Lots assume all liability for an claims whatsoever for personal injuries or damage to property, when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use, or presence of the encroachment upon the easement of the United States, regardless of the cause of the said injuries or damages; provided, however, that this shall not be construed as releasing the United States or the District from responsibility for their own negligence. The Owners of the affected Lots agree that the Lot Owner is responsible and the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property of the Lot Owner, if damaged by reason of encroachment upon the easement of the United States by the Lot Owner.

Structures that may not be constructed in, on, or along United States rights-of-way include buildings, garages, carports, trailers, swimming pools, patios, tennis courts, masonry

block walls or other permanent structures as designated by the United States. Protection Criteria guidelines may be obtained from the DISTRICT or Bureau of Reclamation.

At least forty-eight (48) hours prior to excavation for construction of any homes or appurtenant improvements on Lots 1031 or 1032 shown on the official plat, 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.

Any increase in the cost to reconstruct, operate, maintain and repair the Aqueduct and appurtenant structures which might result from the construction of homes and other physical structures on the right-of-way shall be borne by each lot owner and successors in interest and such costs shall constitute a lien on said Lots until paid.

In accepting title to any Lot upon which the UNITED STATES and DISTRICT have a claim as hereinabove described, such Lot Owners shall 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 such Lots and improvements which may hereafter result from the construction, operation, or maintenance of the Salt Lake Aqueduct or any other works of facilities of the Provo River Project or any other UNITED STATES project. This will not be construed to include negligent or wrongful acts of the UNITED STATES, the DISTRICT, or their agents or assigns.

For Lots in Phase 10B: Bureau of Reclamation Right-of-Way.

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, has a right-of-way to construct, reconstruct, operate, and maintain an aqueduct and appurtenant structures and blow off lines which are located on a part of lots 1031, 1032 and on a part of the road identified as Snow Forest Lane or Lot "A." Plans for landscaping and other development that may affect or hinder operation and maintenance of the aqueduct shall be submitted to the UNITED STATES and the DISTRICT for review and approval.

The Owners of the affected Lots assume all liability for an claims whatsoever for personal injuries or damage to property, when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use, or presence of the encroachment upon the easement of the United States, regardless of the cause of the said injuries or damages; provided, however, that this shall not be construed as releasing the United States or the District from responsibility for their own negligence. The Owners of the affected Lots agree that the Lot Owner is responsible and the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property of the Lot Owner, if damaged by reason of encroachment upon the easement of the United States by the Lot Owner.

Structures that may not be constructed in, on, or along United States rights-of-way include buildings, garages, carports, trailers, swimming pools, patios, tennis courts, masonry block walls or other permanent structures as designated by the United States. Protection Criteria guidelines may be obtained from the DISTRICT or Bureau of Reclamation.

At least forty-eight (48) hours prior to excavation for construction of any homes or appurtenant improvements on Lots 1031 or 1032 shown on the official plat, 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.

Any increase in the cost to reconstruct, operate, maintain and repair the Aqueduct and appurtenant structures which might result from the construction of homes and other physical structures on the right-of-way shall be borne by each lot owner and successors in interest and such costs shall constitute a lien on said Lots until paid.

In accepting title to any Lot upon which the UNITED STATES and DISTRICT have a claim as hereinabove described, such Lot Owners shall 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 such Lots and improvements which may hereafter result from the construction, operation, or maintenance of the Salt Lake Aqueduct or any other works of facilities of the Provo River Project or any other UNITED STATES project. This will not be construed to include negligent or wrongful acts of the UNITED STATES, the DISTRICT, or their agents or assigns.

For Lots in Phase 10D: Bureau of Reclamation Right-of-Way.

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, has a right-of-way to construct, reconstruct, operate, and maintain an aqueduct and appurtenant structures and blow off lines which are located on a part of lots 1065 and 1066. Plans for landscaping and other development that may affect or hinder operation and maintenance of the aqueduct shall be submitted to the UNITED STATES and the DISTRICT for review and approval.

The Owners of the affected Lots assume all liability for an claims whatsoever for personal injuries or damage to property, when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use, or presence of the encroachment upon the easement of the United States, regardless of the cause of the said injuries or damages; provided, however, that this shall not be construed as releasing the United States or the District from responsibility for their own negligence. The Owners of the affected Lots agree that the Lot Owner is responsible and the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property of the Lot Owner, if damaged by reason of encroachment upon the easement of the United States by the Lot Owner.

Structures that may not be constructed in, on, or along United States rights-of-way include buildings, garages, carports, trailers, swimming pools, patios, tennis courts, masonry block walls or other permanent structures as designated by the United States. Protection Criteria guidelines may be obtained from the DISTRICT or Bureau of Reclamation.

At least forty-eight (48) hours prior to excavation for construction of any homes or appurtenant improvements on Lots 1031 or 1032 shown on the official plat, 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.

Any increase in the cost to reconstruct, operate, maintain and repair the Aqueduct and appurtenant structures which might result from the construction of homes and other physical structures on the right-of-way shall be borne by each lot owner and successors in interest and such costs shall constitute a lien on said Lots until paid.

In accepting title to any Lot upon which the UNITED STATES and DISTRICT have a claim as hereinabove described, such Lot Owners shall 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 such Lots and improvements which may hereafter result from the construction, operation, or maintenance of the Salt Lake Aqueduct or any other works of facilities of the Provo River Project or any other UNITED STATES project. This will not be construed to include negligent or wrongful acts of the UNITED STATES, the DISTRICT, or their agents or assigns.

For Lots in Phase 10E: Bureau of Reclamation Right-of-Way.

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, has a right-of-way to construct, reconstruct, operate, and maintain an aqueduct and appurtenant structures and blow off lines which are located on a part of lots 1086 and 1087. Plans for landscaping and other development that may affect or hinder operation and maintenance of the aqueduct shall be submitted to the UNITED STATES and the DISTRICT for review and approval.

The Owners of the affected Lots assume all liability for an claims whatsoever for personal injuries or damage to property, when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use, or presence of the encroachment upon the easement of the United States, regardless of the cause of the said injuries or damages; provided, however, that this shall not be construed as releasing the United States or the District from responsibility for their own negligence. The Owners of the affected Lots agree that the Lot Owner is responsible and the United States shall not be responsible for any damage

caused to facilities, equipment, structures, or other property of the Lot Owner, if damaged by reason of encroachment upon the easement of the United States by the Lot Owner.

Structures that may not be constructed in, on, or along United States rights-of-way include buildings, garages, carports, trailers, swimming pools, patios, tennis courts, masonry block walls or other permanent structures as designated by the United States. Protection Criteria guidelines may be obtained from the DISTRICT or Bureau of Reclamation.

At least forty-eight (48) hours prior to excavation for construction of any homes or appurtenant improvements on Lots 1031 or 1032 shown on the official plat, 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.

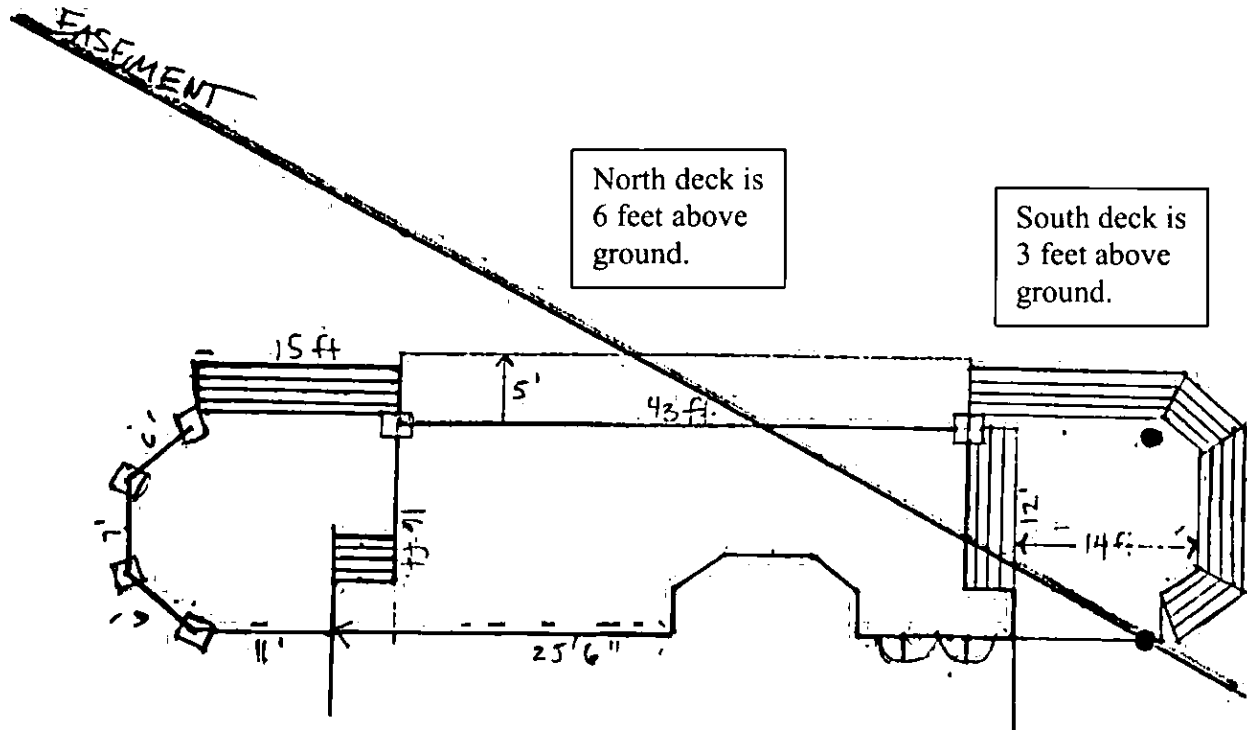
Any increase in the cost to reconstruct, operate, maintain and repair the Aqueduct and appurtenant structures which might result from the construction of homes and other physical structures on the right-of-way shall be borne by each lot owner and successors in interest and such costs shall constitute a lien on said Lots until paid.

In accepting title to any Lot upon which the UNITED STATES and DISTRICT have a claim as hereinabove described, such Lot Owners shall 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 such Lots and improvements which may hereafter result from the construction, operation, or maintenance of the Salt Lake Aqueduct or any other works of facilities of the Provo River Project or any other UNITED STATES project. This will not be construed to include negligent or wrongful acts of the UNITED STATES, the DISTRICT, or their agents or assigns.

Certain Other Lots: Bureau of Reclamation Right-of-Way.

Although not specifically covered in previous CC&Rs, Lots 284-289, 301-302, 322-324, and 401-409 are also subject to Bureau of Reclamation easements as disclosed on the official plat maps and deeds of title filed in the Office of the County Recorder of Salt Lake County.

Exhibit 3
Deck Extension *Plan**



Application S-21-1450
SLA Station 1610+13
40 South Wanderwood Way
Sandy, Utah 84092

* NOTE : APPROXIMATE PLAN. ACTUAL
DECK BUILT SLIGHTLY DIFFERENT.

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