

424 Bryan

Entry No. 101734

RECORDED AT THE REQUEST OF

Howard Telford

Sept. 9th AD 1965 at 4:47 o'clock P.M.

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In Book 112 of Page 553-564

Handa Y Spragg

AGREEMENT

Recorder, Summit County, Utah
Fee \$14.00

THIS AGREEMENT, made and entered into this 3rd day of June,

1961, by and between MAX G. BATEMAN, also known as MAX B. BATEMAN, and VIRGINIA H. BATEMAN, his wife (hereinafter sometimes referred to jointly as "Bateman"), and HIDDEN LAKE ASSOCIATION, a non-profit corporation, organized and existing under the laws of the State of Utah (hereinafter sometimes referred to as "Association").

WITNESSETH:

WHEREAS, Bateman acquired certain properties located in Summit County, State of Utah (hereinafter referred to as "Original Premises"), being more particularly described as follows:

Lots 2, 3, and 5, and the Southeast Quarter of the Northwest Quarter of Section 6, Township 1 South, Range 7 East, SLB&M, containing 154.07 acres;

and

WHEREAS, Bateman has sold, or is in the process of selling, 164 building lots for summer homes. Said lots are located on the Original Premises within the following described area:

BEGINNING at the West Quarter Corner of Section 6, Township 1 South, Range 7 East, SLB&M; thence North 235.96 feet; thence North 41° 13' East 151.88 feet; thence North 40° 40' East 618.3 feet; thence South 52° 11' East 47.84 feet; thence North 58° 49' East 332.18 feet; thence South 82.2 feet; thence North 74° 20' East 238.0 feet; thence North 6° 57' West 65.0 feet; thence North 19° 50' East 92.0 feet; thence North 45° 06' East 190.0 feet; thence South 73° 26' East 74.0 feet; thence North 14° 21' East 120.0 feet; thence North 36° 30' East 204.0 feet; thence North 76° 38' East 198.0 feet;

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thence South $11^{\circ} 00'$ West 436.0 feet; thence South $35^{\circ} 21'$ East 118.0 feet; thence North $32^{\circ} 18'$ East 853.2 feet; thence North $30^{\circ} 36'$ East 178.51 feet; thence North $64^{\circ} 00'$ East 410.0 feet; thence South $82^{\circ} 04'$ East 484.0 feet; thence South $20^{\circ} 07'$ East 118.0 feet; thence South $66^{\circ} 00'$ East 152.0 feet; thence South $7^{\circ} 58'$ East 58.0 feet; thence North $75^{\circ} 00'$ East 252.0 feet; thence North 256.0 feet; thence North $11^{\circ} 13'$ West 50.0 feet; thence North $66^{\circ} 27'$ East 358.0 feet; thence South 950.0 feet; thence West 1320.0 feet; thence South 1320.0 feet; thence West 2439.7 feet TO POINT OF BEGINNING.

ALSO BEGINNING at the Northwest Corner of Lot 3, Section 6, Township 1 South, Range 7 East, SLB&M; thence North $85^{\circ} 57'$ East 561.0 feet; thence South $27^{\circ} 00'$ West 440.85 feet; thence South $37^{\circ} 50'$ West 335.8 feet; thence North $72^{\circ} 40'$ West 197.0 feet; thence North 593.0 feet TO POINT OF BEGINNING,

(said area being hereinafter referred to as the "Hidden Lake Area"), the location of the lots within the Hidden Lake Area is shown on the plat marked Exhibit "A", which is attached hereto and by this reference incorporated herein; and

WHEREAS, Bateman has constructed a water distribution system to provide water for the summer homes now existing and to be constructed in the future in the Hidden Lake Area and has acquired certain right-of-ways for water pipes which are marked in red on Exhibit "A"; and

WHEREAS, Bateman has constructed a system of roads within the Hidden Lake Area to serve said lots as shown on Exhibit "A" and has constructed roads on other parts of the Original Premises and acquired right-of-ways for road purposes on lands adjacent to the Original Premises which are marked in green on Exhibit "A"; and

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WHEREAS, Hidden Lake Association is a non-profit corporation, organized and existing under the laws of the State of Utah, which was organized by persons who have purchased, or are purchasing, lots in the Hidden Lake Area; and

WHEREAS, Bateman desires to transfer and convey the above described right-of-ways, roads, water system and other properties in the Hidden Lake Area to the Association and to enter into an agreement with the Association regarding other rights pertaining to the Hidden Lake Area.

NOW, THEREFORE, in consideration of the mutual and dependent promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE UNDERSIGNED PARTIES AS FOLLOWS:

1. WATER RIGHTS. Bateman agrees to and does hereby assign, transfer and convey to the Association all of his right, title and interest in and to the following described water and water rights:

(a) Waiver River Decree rights:

- (i) #B678-1885 Priority - Flood .25 CFS, High .14 CFS, Low .07 CFS;
- (ii) #B704-1893 Priority - Flood .53 CFS, High .30 CFS, Low .14 CFS;
- (iii) #B714-1903 Priority - Flood .11 CFS, High .06 CFS, Low .03 CFS;

(b) Application for Permanent Change of Point of Diversion Place and Nature of Use of Water No. A-3811 filed April 16, 1960 in the Utah State Engineer's Office;

(c) Applications to Appropriate Water for Domestic Purposes, Numbered 29333, 29334, and 29335, each covering .015 second

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feet of water, filed July 31, 1957, in the Utah State Engineer's Office;

(d) Certificate of Appropriation No. 3639, issued by the Utah State Engineer, Priority, May 29, 1944, covering .0029 second feet of water from an unknown spring located South 1097.5 feet, East 418.8 feet from the North Quarter Corner of Section 6, Township 1 South, Range 1 East, SLB&M;

(e) All other water and water rights owned by Bateman on the date this Agreement is executed that are appurtenant to or have been used in connection with the Original Premises. It is understood by the parties hereto that Bateman is transferring all of his existing water and water rights but that this will not preclude him from developing additional water in the future or from applying for a change of point of diversion to a source or sources within any part of the Original Premises other than within the Hidden Lake Area not being used by the Association at the time said developmental work is commenced or such application is filed.

2. WATER SYSTEM.

(a) Bateman agrees to and does hereby assign, transfer and convey to the Association all of his right, title and interest in and to the water distribution system which has been constructed in the Hidden Lake Area;

(b) Bateman represents that pipes from the water distribution system have been run to the property lines of all of the lots in the Hidden Lake Area except to Lots Numbered 14, 15, 16, 17, 161,

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and 162. Bateman agrees to install water pipes adequate to serve said lots which will be connected to the main water distribution system and run to the property lines of said lots, at his sole cost and expense. Bateman further agrees that if there are any other lots in the Hidden Lake Area that are not connected to the water distribution system, he will install adequate water pipes to serve said lot or lots, at his sole cost and expense;

(c) Bateman agrees, prior to the acceptance of the water distribution system by the Association, to repair all existing leaks in the system other than leaks in pipes which are located on individual lots and that connect said lots to the main system, at his sole cost and expense. The Association shall appoint one person to examine the system for leaks and the said person shall give Bateman written notice of any leaks within the system within seven (7) days after the execution of this Agreement. Bateman will repair said leaks within fourteen (14) days after receiving said notice;

(d) Bateman agrees to install, at his expense, prior to the acceptance of the water distribution system by the Association, pipes connecting the lower end of the system to the spring designated "Lower Spring" on Exhibit "A". Bateman further agrees to furnish and install, at his cost and expense, a Fairbanks and Morse Pump at the Lower Spring as shown on Exhibit "A", adequate to pump water from said spring to the storage tanks located in the vicinity of the Middle Spring as shown on Exhibit "A". It is understood and agreed by the parties hereto that said pump will be

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connected to the electrical outlets at Bateman's home and while so connected, Bateman will pay the costs of the electricity to operate said pump. If Bateman should move from said home or if the Utah Power & Light Company requires said outlet to be changed or if, for any other reason, it becomes necessary to connect said pump to other electrical outlets, the expense of such new installations and the cost of the electricity to operate said pump thereafter will be borne by the Association and Bateman will not be responsible for any part of said cost and expense;

(e) Bateman represents that all costs and expenses arising from the installation and construction of the water distribution system have been paid and agrees to indemnify the Association and hold it harmless from all claims of materialmen and mechanics who furnished materials or performed labor in connection with the installation or construction of said water distribution system, or repairs made thereon, prior to the execution of this Agreement;

(f) It is recognized by the parties hereto that Bateman owns buildings that are located on the Original Premises but are not in the Hidden Lake Area that are used for restaurant, cabin and service station purposes, which are connected to the water distribution system. It is agreed by the parties hereto that Bateman, or his successors, shall maintain a membership in the Association for each of said buildings that are connected to the water distribution system. As long as such memberships are maintained, the occupants of said buildings shall be entitled to use water from the

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system. The Association, however, makes no warranties as to the quantity or quality of the water to be delivered and will not be responsible for any damages that may arise as a result of the use of such water; provided, however, that the persons using said buildings shall have the same right to use water from the water distribution system as other members of the Association who are in good standing. It is further agreed that no additional connections shall be made to the water distribution system without first obtaining the written consent of the Association.

3. ROADS AND RIGHT-OF-WAYS.

(a) Bateman agrees and does hereby assign, transfer and convey to the Association all of his right, title and interest in the following described properties situated in Summit County, State of Utah:

(i) All roads and other areas situated within the following described boundaries:

BEGINNING at the West Quarter Corner of Section 6, Township 1 South, Range 7 East, SLB&M; thence North 235.96 feet; thence North $41^{\circ} 13'$ East 151.88 feet; thence North $40^{\circ} 40'$ East 618.3 feet; thence South $52^{\circ} 11'$ East 47.84 feet; thence North $58^{\circ} 49'$ East 332.18 feet; thence South 82.2 feet; thence North $74^{\circ} 20'$ East 238.0 feet; thence North $6^{\circ} 57'$ West 65.0 feet; thence North $19^{\circ} 50'$ East 92.0 feet; thence North $45^{\circ} 06'$ East 190.0 feet; thence South $73^{\circ} 26'$ East 74.0 feet; thence North $14^{\circ} 21'$ East 120.0 feet; thence North $36^{\circ} 30'$ East 204.0 feet; thence North $76^{\circ} 38'$ East 198.0 feet; thence South $11^{\circ} 00'$ West 436.0 feet; thence South $35^{\circ} 21'$ East 118.0 feet; thence North $32^{\circ} 18'$ East 853.2 feet; thence North $30^{\circ} 36'$ East 178.51 feet; thence North $64^{\circ} 00'$ East 410.0 feet; thence South

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82° 04' East 484.0 feet; thence South 20° 07' East 118.0 feet; thence South 66° 00' East 152.0 feet; thence South 7° 58' East 58.0 feet; thence North 75° 00' East 252.0 feet; thence North 256.0 feet; thence North 11° 13' West 50.0 feet; thence North 66° 27' East 358.0 feet; thence South 950.0 feet; thence West 1320.0 feet; thence South 1320.0 feet; thence West 2439.7 feet TO POINT OF BEGINNING.

ALSO BEGINNING at the Northwest Corner of Lot 3, Section 6, Township 1 South, Range 7 East, SLB&M; thence North 85° 57' East 561.0 feet; thence South 27° 00' West 440.85 feet; thence South 37° 59' West 335.8 feet; thence North 72° 40' West 197.0 feet; thence North 593.0 feet TO POINT OF BEGINNING,

which are not identified by lot number on Exhibit "A";

(ii) Half a road on each side of the center line right-of-ways for water pipe purposes marked in red on Exhibit "A" and all other right-of-ways for water pipe purposes in the Hidden Lake Area owned by Bateman although not shown on Exhibit "A";

(iii) Fifty foot right-of-ways for road purposes as marked in green on Exhibit "A";

(iv) All other easements and right-of-ways, including ²¹⁰ ~~ade~~ right-of-ways for power and telephone lines that are now or may become necessary for the full use and enjoyment of the lots situated in the Hidden Lake Area by the owners thereof;

(v) All special use permits or other permits obtained from the United States Forest Service or from the Federal, State or County Governments or any agency thereof, authoriz-

⁴⁻¹¹⁻¹¹ ing the use of public lands adjacent to the Original Premises ^{now} ~~ade~~ used in connection with the Hidden Lake Area together with all of Bateman's rights therein.

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(b) Bateman represents that roads have been constructed to all lots in the Hidden Lake Area. If this is not the case, Bateman agrees that he will construct adequate roads to said lot or lots at his sole cost and expense.

4. SHALE. Bateman agrees to and does hereby grant to the Association the right to remove and use shale from the shale deposits owned by Bateman located in Lot 3, Section 6, Township 1 South, Range 7 East, SLB&M, at no expense to the Association. The right to remove shale is limited to the amount necessary to maintain the roads located within the Hidden Lake Area and roads used in connection with said Area as shown in green on Exhibit "A". It is further understood that Bateman will have the right to designate the area or areas from which the Association shall remove shale for the maintenance of said roads, providing that such designated areas shall be reasonably accessible to the Association.

5. RIGHT OF FIRST REFUSAL TO PURCHASE. If Bateman should desire to sell all or any part of the Original Premises, other than the properties within the Hidden Lake Area, then he shall give written notice to the Association describing the properties that he intends to sell and setting forth the highest bona fide offer for said properties that he has received. The Association shall have the right to purchase said properties at the price offered by giving Bateman written notice to that effect within thirty (30) days after the Association receives such notice from Bateman. If the Association does not elect to exercise this right to purchase within said thirty (30) days, then Bateman shall be free to sell the properties to other parties at the price he offered it to the Association.

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6. COLLECTION OF OUTSTANDING ACCOUNTS. It is understood by the parties hereto that Bateman will be responsible for collecting all amounts owing to him from persons who are now purchasing, or may in the future purchase, lots in the Hidden Lake Area. The Association will assume no responsibility in this regard. It is further understood that Bateman will have no obligation to collect memberships for the Association except as hereinafter specifically provided.

7. USE OF PROPERTIES ADJACENT TO HIDDEN LAKE AREA. Bateman agrees that he will not use properties owned by him that are a part of the Original Premises and are located South of the Weber River or are situated within 100 feet of any lots in the Hidden Lake Area for any purpose other than: (a) summer homes, (b) pasturing livestock, (c) fish ponds, or (d) ice skating.

8. RESTRICTION ON SALE OF LOTS IN HIDDEN LAKE AREA. Bateman agrees that all subsequent conveyances of lots which he or his family now own, or may subsequently acquire, in the Hidden Lake Area, will contain restrictive covenants restricting the use of said lots to one summer home and will provide that said lots will not be used for any purpose other than for summer homes. Bateman further agrees that he will not sell any of such lots for less than FOUR HUNDRED DOLLARS (\$400.00) or in sizes smaller than those indicated in Exhibit "A".

9. MEMBERSHIP IN THE ASSOCIATION. Bateman agrees that he will maintain a membership in the Hidden Lake Association for each lot in the Hidden Lake Area that either he or any member of his family owns and which has a building or structure of any kind located thereon. Bateman

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further agrees that he will collect initial membership dues (including accrued amounts) from all persons who subsequently purchase lots in the Hidden Lake Area which are now owned or may be subsequently acquired by Bateman and his family and will remit said amounts to the Association within seven (7) days after the said lots are sold.

10. ADDITIONAL ACTION. Bateman agrees that he will execute any and all instruments and will take any action necessary to carry out and effectuate the provisions of this Agreement and further agrees to cooperate fully with the Association in developing the Hidden Lake Area for summer home purposes.

11. ATTORNEY'S FEES. The parties hereto agree that if it becomes necessary to obtain the services of an attorney in order to enforce the provisions of this Agreement, that the prevailing party will be entitled to recover reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals as of the day and year first above written.

BATEMAN:

Max G. Bateman
Max G. Bateman

Virginia H. Bateman
Virginia H. Bateman

ASSOCIATION:

HIDDEN LAKE ASSOCIATION

ATTEST:

By Alan F. Gray
President

Timothy R. Hamer
Secretary

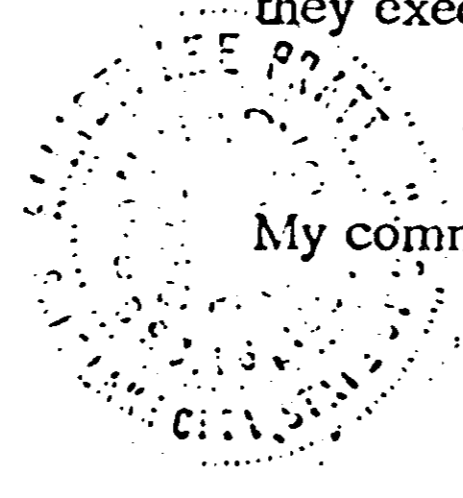
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STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 30 day of June, 1961, personally appeared before me MAX G. BATEMAN and VIRGINIA H. BATEMAN, who acknowledged that they executed the above and foregoing Agreement.



[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My commission expires:

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 14th day of June, 1961, personally appeared before me ALEX F. GRAY and AMY R. KRAMER, who, being by me duly sworn, did say: that they are the President and Secretary, respectively, of HIDDEN LAKE ASSOCIATION, a non-profit corporation organized and existing under the laws of the State of Utah, and that the within and foregoing Agreement was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said ALEX F. GRAY and AMY R. KRAMER duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My commission expires:
May 5, 1966

