

WHEN RECORDED MAIL TO:  
Scenic Ridge Estates Phase 1 HOA  
14572 South 790 West, Suite A  
Riverton, Utah 84065

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## **AGREEMENT**

## AGREEMENT

THIS AGREEMENT ("Agreement") is made this 30<sup>th</sup> day of August, 2012, by and among GARN H. MCMULLIN AND PAM E. MCMULLIN, as joint tenants with rights of survivorship (the "McMullins"), the SCENIC RIDGE ESTATES PHASE 1 HOMEOWNERS ASSOCIATION, INC., a Utah non-profit corporation (the "Phase 1 HOA") and THE SCENIC RIDGE ESTATES PHASE II HOME OWNERS ASSOCIATION, INC., a Utah non-profit corporation (the "Phases 2 and 3 HOA"). The McMullins, the Phase 1 HOA and the Phases 2 and 3 HOA are sometimes referred to in this Agreement individually, as a "Party" and collectively, as the "Parties."

## RECITALS

A. The McMullins own approximately 15 acres of real property located in Bluffdale, Utah, which property is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "McMullin Property").

B. The Phase 1 HOA represents the lot owners in Scenic Ridge Estates Phase 1, which are single-family lots located near the McMullin Property and are more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Scenic Ridge Phase 1 Lots").

C. The Phases 2 and 3 HOA represents the lot owners in Scenic Ridge Phases II (20 Lots) and III (5 Lots), which are single-family lots located near the McMullin Property and are more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "Scenic Ridge Phases 2 and 3 Lots"). Scenic Ridge Phases 1, 2 and 3 are sometimes referred to herein as the "Scenic Ridge Subdivision."

D. The Parties desire to memorialize their joint use of a pump house and certain secondary water-related improvements more particularly described in this Agreement.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Pump House and Secondary Water-Related Improvements. In 2002 KD Developers, the developer of the Scenic Ridge Subdivision, and McMullin constructed a pump house located at approximately 15350 South 2700 West (the "Pump House"). The legal description for the parcel on which the Pump House is located is set forth in Exhibit D attached hereto and incorporated herein by reference. The Pump House was constructed for the use and benefit of the McMullin Property, the Scenic Ridge Phase 1 Lots, and the Scenic Ridge Phases 2 and 3 Lots. The secondary water system for the forgoing properties runs from a weir turnout structure placed in the Welby-Jacobs canal adjacent to the Pump House, which includes a rotating screen for filtration purposes in the weir (the "Weir Improvements"), and underground secondary water lines (the "Secondary Lines") that run through the Pump House. Inside the Pump House are two pumps used by the Scenic Ridge Phase 1 Lots, one pump used by the Scenic Ridge Phases 2 and 3 Lots, and one pump used by the McMullin Property. The Pump House secondary water lines are designed to permit the addition of one additional pump to the

secondary water line servicing the Scenic Ridge Phase 2 and Phase 3 Lots, and one additional pump to the secondary water line servicing the McMullin Property. Additionally, there is one 10" secondary water line outlet allowing the diversion of water for the flood irrigation of the McMullin Property.

2. Pump House Fencing. At some future date, McMullin may request that additional fencing ("Fencing") be installed to enclose the pump house and limit third-party access from the canal or from his property. At such time when McMullin, in his sole discretion determines to do so, McMullin shall submit drawings and estimated costs at the annual meeting discussed in Paragraph 4 below. Said submittal shall be at least one year prior to installation thereby allowing the Scenic Ridge Subdivision HOAs sufficient time to financially assess their membership.

3. Cost Sharing for Repairs and Maintenance. The Parties agree to share in the costs associated with insurance, repair, and maintenance of the Pump House, the Weir Improvements, and Fencing on a prorated basis. Specifically excluded from this cost sharing arrangement are the maintenance, repair or replacement of the pumps and Secondary Water Lines, which are the sole responsibility of each party. Each party's proration of shared costs shall be based on the following calculations: The McMullin Property is 15 acres, the Scenic Ridge Phase 1 Lots are 27.46 acres collectively, and the Scenic Ridge Phase 2 and 3 Lots are 30.37 acres collectively. Accordingly, the total acreage for the foregoing properties is 72.83 acres. Therefore, the McMullin Property's prorated share of costs is 20.6%; the Scenic Ridge Phase 1 Lots' prorated share of costs is 37.7%; and the Scenic Ridge Phases 2 and 3 Lots' prorated share of costs is 41.7% (the "Cost Sharing Ratios"). With regard to the Scenic Ridge Subdivision, all costs arising under this Agreement shall be assessed to the Scenic Ridge Phase 1 HOA and the Scenic Ridge Phases 2 and 3 HOA.

4. Owner Representatives to Oversee Repairs and Maintenance. One representative of the McMullin Property, the Phase 1 HOA President, and the Phases 2 and 3 HOA President (the "Owner Representatives") shall meet on an annual basis, or more or less frequently as determined by the Parties, to review the condition of the Pump House and Weir Improvements. If the Pump House or Weir Improvements need repairs or maintenance, the Owner Representatives shall develop a strategy to determine the costs associated with any repairs or maintenance, and the method for completing such repairs or maintenance. As outlined above, each Party shall pay its share of the cost for any repairs or maintenance in accordance with the Cost Sharing Ratios set forth in Section 3.

5. Pump House Access. Each Party shall ensure the other Parties have continuous access to the Pump House. Access to the pump house for the Scenic Ridge Subdivision shall be from the canal road directly south of the Pump House. No Party shall change the locks at the Pump House without the prior consent of the other Parties.

6. No Waiver. Failure of a Party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

7. Enforcement. Each Party shall have the full power and authority to enforce compliance with this Agreement in any manner provided for in law or in equity, including

without limitation, the right to bring an action for damages, to enjoin the violation, or specifically enforce the provisions of this Agreement, and if that Party prevails in such action, it shall recover as part of its costs all reasonable attorney's fees, court costs, and expert witness fees.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns. All parties acknowledge that the McMullins may divide their interest in this agreement at some future date through a partial assignment thereby adding an additional party to this Agreement.

9. Amendment. The Parties may amend this Agreement only by a written instrument executed by all Parties.

10. Counterparts. This Agreement may be executed by facsimile signatures and in one or more counterparts, which together shall constitute the Agreement.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

[SIGNATURE PAGE FOLLOWS]

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

Garn H. McMullin  
Garn H. McMullin, as joint tenant  
with rights of survivorship

Pam E. McMullin  
Pam E. McMullin, as joint tenant  
with rights of survivorship

SCENIC RIDGE ESTATES PHASE 1  
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]  
Name: Jeff Mowbray  
Title: President Scenic Ridge Estates Phase 1 HOA

THE SCENIC RIDGE ESTATES PHASE II  
HOME OWNERS ASSOCIATION, INC.

By: [Signature]  
Name: Jared Knight  
Title: President

STATE OF UTAH)

COUNTY OF SALT LAKE)

Subscribed and sworn to before me this 10 day of July, 2012 by  
Garn H. McMullin.

[Signature]  
Notary

10/12/14  
Commission Expires

STATE OF UTAH)



COUNTY OF SALT LAKE)

Subscribed and sworn to before me this 10 day of July, 2012 by Pam E McMullin.

Michelle Loveland  
Notary

4.12.16  
Commission Expires

STATE OF UTAH)

COUNTY OF SALT LAKE)



Subscribed and sworn to before me this 12 day of July, 2012 by Jared Knight.

Michelle Loveland  
Notary

4.12.16  
Commission Expires

STATE OF UTAH)

COUNTY OF SALT LAKE)



Subscribed and sworn to before me this 3 day of August, 2012 by Jeff Mower.

[Signature]  
Notary

10/12/14  
Commission Expires



## EXHIBIT A

### Parcel 1

Beginning at a point North 0 degrees 22' 34" East 306.49 feet along ¼ Section line from center of Section 16, Township 4 South, Range 1 West, Salt Lake Meridian; thence South 0 degrees 22' 34" West 42.75 feet; thence North 75 degrees 18' 56" West 10.52 feet; thence North 4 degrees 13' 12" East 40.71 feet; thence South 86 degrees 00' 59" East 7.48 feet to point of beginning.

The above described parcel of lands contains .01 acres, more or less.

Parcel Identification Number: 33-16-100-027

### Parcel 2

Beginning at a point North 89 degrees 52' 59" West 1918.16 feet & North 0 degrees 21' 12" East 930.43 feet more or less from East ¼ corner of Section 16, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence West 229.13 feet; thence North 29.95 feet; thence Northwesterly along a 20 foot radius curve to the Left 9.06 feet; thence South 0 degrees 21' 37" West 797.47 feet more or less to Northerly line of Provo Reservoir Canal; thence Southeasterly along a 317 foot radius curve to the Left 95.54 feet; thence Southeasterly along a 293 foot radius curve to the Right 142.61 feet; thence North 0 degrees 21' 12" East 87.25 feet more or less; thence Northwesterly along a 50 foot radius curve to the Right 120.59 feet; thence Northeasterly along a 25 foot radius curve to the Left 21.03 feet; thence North 0 degrees 21' 12" East 293.68 feet; thence Northwesterly along a 25 foot radius curve to the Left 34.32 feet; thence North 0 degrees 06' 46" East 50.51 feet; thence South 89 degrees 53' 14" East 45.29 feet; thence North 0 degrees 21' 12" East 244.87 feet more or less to the point of beginning.

The above described parcel of land contains 3.80 acres, more or less.

Parcel Identification Number: 33-16-251-013

### Parcel 3

Beginning at the center of Section 16, Township 4 South Range 1 West, Salt Lake Meridian; thence North 0 degrees 22' 32" East 982.02 feet; thence South 89 degrees 37' 27" East 477.90 feet; Southeasterly along a 20 foot radius curve to the Right 22.22 feet; thence South 0 degrees 21' 37" West 968.66 feet more or less; thence North 89 degrees 52' 59" West 496.08 feet more or less to point of beginning. Less canal. Less that portion outside Herriman City.

The above described parcel of land contains 2.12 acres, more or less.

Parcel Identification Number: 33-16-251-014-4001

**EXHIBIT A (cont.)**

**Parcel 4**

Beginning at the center of Section 16, Township 4 South Range 1 West, Salt Lake Meridian; thence North 0 degrees 22' 32" East 982.02 feet; thence South 89 degrees 37' 27" East 477.90 feet; thence Southeasterly along a 20 foot radius curve to the Right 22.22 feet; thence South 0 degrees 21' 37" West 968.66 feet more or less; thence North 89 degrees 52' 59" West 496.08 feet more or less to the point of beginning. Less Canal. Less that portion inside Herriman City.

The above described parcel of land contains 8.41 acres, more or less.

Parcel Identification Number: 33-16-251-014-4002



## EXHIBIT B

Lots 1 - 21, SCENIC RIDGE ESTATES SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

### Parcel Identification Numbers:

Lot 1 33-16-201-001  
Lot 2 33-16-201-002  
Lot 3 33-16-201-003  
Lot 4 33-16-201-004  
Lot 5 33-16-201-007  
Lot 6 33-16-201-006  
Lot 7 33-16-201-005  
Lot 8 33-16-201-008  
Lot 9 33-16-201-009  
Lot 10 33-16-201-010  
Lot 11 33-16-201-013  
Lot 12 33-16-201-012  
Lot 13 33-16-201-011  
Lot 14 33-16-126-008  
Lot 15 33-16-126-007  
Lot 16 33-16-126-006  
Lot 17 33-16-126-005  
Lot 18 33-16-126-004  
Lot 19 33-16-126-003  
Lot 20 33-16-126-002  
Lot 21 33-16-126-001

## EXHIBIT C

Lots 1 - 20, SCENIC RIDGE ESTATES SUBDIVISION PHASE 2, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Lots 301 - 305, SCENIC RIDGE ESTATES PHASE 3, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

### Parcel Identification Numbers:

Lot 1 33-16-176-009  
Lot 2 33-16-176-002  
Lot 3 33-16-176-003  
Lot 4 33-16-176-004  
Lot 5 33-16-176-005  
Lot 6 33-16-176-006  
Lot 7 33-16-176-007  
Lot 8 33-16-176-008  
Lot 9 33-16-177-010  
Lot 10 33-16-177-011  
Lot 11 33-16-177-012  
Lot 12 33-16-177-013  
Lot 13 33-16-177-009  
Lot 14 33-16-177-008  
Lot 15 33-16-177-007  
Lot 16 33-16-177-006  
Lot 17 33-16-177-005  
Lot 18 33-16-177-004  
Lot 19 33-16-177-003  
Lot 20 33-16-177-002

Lot 301 33-16-251-007  
Lot 302 33-16-251-008  
Lot 303 33-16-251-009  
Lot 304 33-16-251-010  
Lot 305 33-16-251-011

## EXHIBIT D

Beginning at the intersection of the northerly boundary line of the existing Provo Reservoir Canal and the westerly boundary line of said tract of property which is the westerly section line of the Northeast Quarter of said Section 16, which point is 263.500 feet N. 0 degrees 22' 32" E. along said westerly boundary line from the monument (rebar set in concrete) found marking the Center Section Corner of said Section 16; and running thence N. 0 degrees 22' 32" E. 1045.840 feet along said westerly boundary line; thence N. 45 degrees 22' 32" E. 18.090 feet to the northerly boundary line of said entire tract of property which is the sixteenth section line of said Section 16; thence S. 89 degrees 53' 29" E. 28.417 feet along said northerly boundary line; thence S. 45 degrees 22' 32" W. 44.135 feet to a point 10.000 feet perpendicularly distant easterly from said westerly boundary line; thence S. 0 degrees 22' 32" W. 982.556 feet along a line parallel with said westerly boundary line; thence S. 89 degrees 37' 28" E. 12.500 feet to a point 22.500 feet perpendicularly distant easterly from said westerly boundary line; thence S. 0 degrees 22' 32" W. 51.651 feet along a line parallel with said westerly boundary line to the northerly boundary line of the existing Provo Reservoir Canal; thence N. 73 degrees 09' 28" W. 23.462 feet along said northerly canal boundary to the point of beginning.

The above described parcel of land contains 11,626 square feet or 0.267 acres in area, more or less.

Parcel Identification Number: 33-16-251-014-4002