

240153

Recorded at  
Request of Brianhead Town  
Date DEC 29 1982 Time 4 p.m.  
Fee 9.50 Book 297 Page 566-568  
By CORA J. HULET, IRON COUNTY RECORDER  
Ret'd  Indx'd  Abst'd  Proof

A G R E E M E N T

THIS AGREEMENT, entered into this 26<sup>TH</sup> day of OCTOBER,  
1982, by and between BRIANHEAD TOWN CORPORATION, a municipal corporation,  
hereinafter called "Brianhead Town" and Western Holding Company, hereinafter  
called "Joining Property Owner,"

WITNESSETH:

WHEREAS, Brianhead Town is the owner of a spring area to be used as a  
source of water for citizens, which spring area is described as follows, to  
wit:

Spring is known as Saltpile Spring and is located south  
1140 ft. and west 1332 ft. from the E $\frac{1}{2}$  corner section 1,  
T36S, R9W, SLM.

WHEREAS, the State of Utah Public Drinking Water Regulations requires  
that all property owners joining the spring area prohibit any use of said  
land which might result in concentrations of pollution substances of any  
kind within 1500 feet for all land at an elevation equal to or greater than  
the spring source elevation. Said prohibition shall apply to all land of  
joining property owners which is at a lower elevation than the spring source  
for a distance of at least 100 feet of said spring area.

WHEREAS, the undersigned owns property which joins the spring area,  
which property is property described as follows, to-wit:

Government Lots 7, 8, 9, 10, 11, 13 and 14 and the E $\frac{1}{2}$  SE $\frac{1}{4}$ ,  
Section 1, T36S, R9W, SLM.

NOW, THEREFORE, for and in consideration of \$10 and other good and  
valuable consideration and undersigned Joining Property Owner agrees to

prohibit any use of the above described land which might result in concentration of pollution substances of any kind on said land which adjoins the above described spring area for lands which are equal or higher in elevation within 1500 feet of the spring area and for a distance of at least 100 feet for land areas which are lower in elevation to said spring area, so long as the Brianhead Town uses the same for a source of water supply. Specific uses prohibited are:

1. Open privies;
2. Garbage dumps;
3. Drain fields;
4. Corrals;
5. Septic tanks;

Specific uses allowed are:

1. Dispersal pasturing;
2. Farming;
3. Raising of crops;
4. Recreational activities.

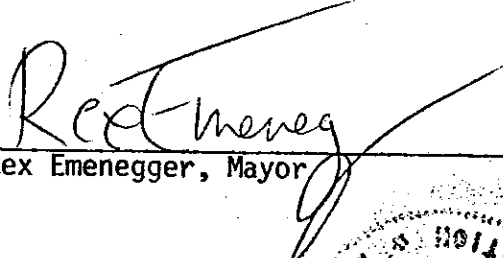
These uses are allowed as long as the same do not result in concentrated sources of pollution substances except the above uses shall not apply to the fenced area immediately surrounding the spring collection facilities.

As further consideration for the making of this Agreement, Brianhead Town agrees to do the following:

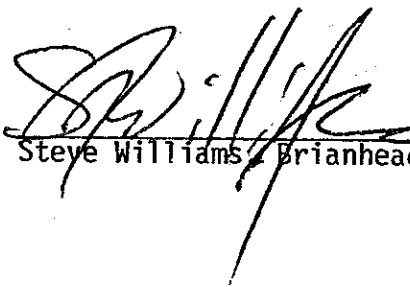
1. Annex all of the above described property to the Town of Brianhead.
2. Repair and maintain a fence around the perimeter of the above described spring area.
3. Place all trenches or ditches that may be required or desired by Brianhead Town around the above perimeter fencing with said trenches or ditches immediately adjacent to or flush with the fencing. 567 #240153

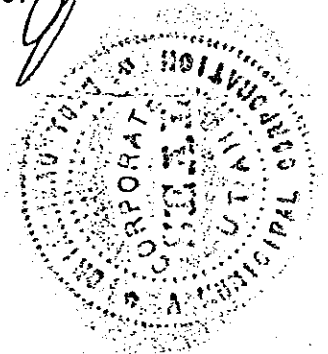
IN WITNESS WHEREOF, we have hereunto executed this Agreement on the day and year first above written.

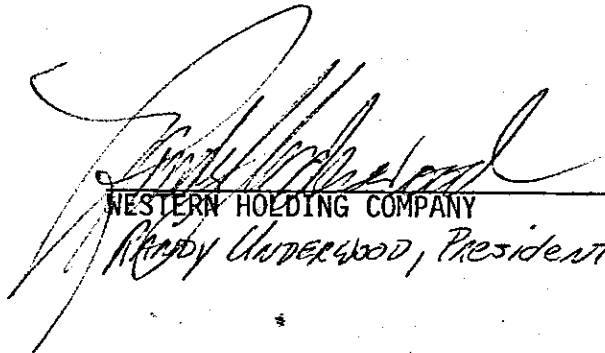
BRIANHEAD TOWN CORPORATION

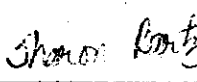
  
Rex Emernegger, Mayor

ATTEST:

  
Steve Williams, Brianhead Town Manager



  
WESTERN HOLDING COMPANY  
Randy Underwood, President

  
WESTERN HOLDING COMPANY  
SHARON BARTZ, asst. secy.

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