

Mail to: Hi Country Estates, P.O. Box 14, Riverton⁴
Utah

2644823

AUG 20 1974
3-23P
Office of Recording and Return
For F. H. WEAVER
Recorder, Salt Lake County, Utah
By Deputy

A G R E E M E N T

THIS AGREEMENT made and entered into in Salt Lake County, State of Utah, this 9th day of September, 1973, by and between HI-COUNTRY ESTATES SECOND, a Utah limited partnership, with its principal offices in Salt Lake County, Utah, hereinafter called "Hi-Country", and HERRIMAN PIPELINE AND DEVELOPMENT CO., a non-profit Utah corporation, with its principal offices in Salt Lake County, Utah, hereinafter called "Herriman";

W I T N E S S E T H :

WHEREAS, Hi-Country is the owner of certain real property situated in Salt Lake County, Utah, generally described in Exhibit "A", attached hereto and by reference incorporated herein, designated by lot numbers therein, certain relevant portions of which are more particularly described in other exhibits hereto, referred to hereinafter; and

WHEREAS, Herriman is the owner of certain real property situated in Salt Lake County, Utah, and certain springs situated in Salt Lake County, Utah, generally described in Exhibit "A", attached hereto and by reference incorporated herein, and which are more particularly described in other exhibits hereto, referred to hereinafter; and

WHEREAS, Hi-Country and Herriman, for their mutual benefit and separate purposes, desire to exchange certain portions of said real property, restrict the use of certain portions of said real property, create certain easements of record for the benefit of each party hereto, and otherwise define specific rights of each party hereto for the mutual benefit and protection of each party hereto;

NOW, THEREFORE, for and in consideration of the stipulations, agreements, covenants, promises, representations and warranties herein contained, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

Hi-Country Agrees:

1. To convey to Herriman, by Warranty Deed, accompanied by an appropriate title insurance policy, approximately eighty (80) acres, more or less, of real property situated in Salt Lake County, Utah, more particularly described in Exhibit "B", attached hereto and by reference incorporated herein, reserving, however, an easement for access through said real property by way of existing roads, provided, however, Hi-Country agrees, within one (1) year from the date of this Agreement, to cause the portion of any such existing roads (said portion approximately designated on Exhibit "A", referred to hereinbefore) to be relocated as designated by the engineer of Hi-Country, more removed from the spring of Herriman located within the said real property, to a distance no less than one hundred (100) feet from the present location of any such existing roads. The purpose of this provision is to require that any such existing roads be approximately one hundred and fifty (150) feet from the spring of Herriman located within said real property; provided, further, that Hi-Country agrees to install culverts under any such existing roads located within said real property, if any such existing roads in any way result in drainage problems which will affect the spring of Herriman located within said real property; provided, further, since the basic purposes of this Agreement as far as Herriman is concerned is to maintain a satisfactory water source for Herriman, in the event existing roads through said real property

result in a concentrated source of pollution to the spring of Herriman located within said real property, Herriman may, at its own expense, install a gate at either end of any such existing roads located within said real property, with keys to be provided by Herriman to individuals or entities owning any of said real property, who are entitled to an easement through said real property; provided, further, in the event the foregoing is not sufficient to alleviate any such concentrated source of pollution to the spring of Herriman located within said real property, Herriman may exercise any powers of eminent domain it may have to alleviate the easement granted herein or provide a reasonably comparable route of access in lieu of said easement.

2. To restrict the use of approximately eighty-five (85) acres, more or less, of real property situated in Salt Lake County, Utah, more particularly described in Exhibit "C", attached hereto and by reference incorporated herein, said restricted use or uses being described in Exhibit "D", attached hereto and by reference incorporated herein; said restrictions shall be filed of record in the office of the Salt Lake County Recorder, Salt Lake City, Utah, together with the description of said real property as contained in Exhibit "C", referred to hereinbefore.

3. That Herriman is forever released from any requirement to provide a watering trough as presently existing at the spring owned by Herriman located approximately in the center of the real property described in Exhibit "B", referred to hereinbefore.

4. To grant Herriman an easement for springs, spring boxes, pipe or pipeline, owned by Herriman, and drainage, situated on any of the property owned by Hi-Country which

is generally described in Exhibit "A", referred to hereinbefore, said springs, spring boxes, pipe or pipeline being more particularly described in Exhibit "E", attached hereto and by reference incorporated herein; said easement shall be filed of record in the office of the Salt Lake County Recorder, Salt Lake City, Utah, together with the description of said springs, spring boxes, pipe or pipeline, as contained in Exhibit "E", referred to hereinbefore.

5. To grant to Herriman an easement for access through the real property owned by Hi-Country as generally described in Exhibit "A", referred to hereinbefore, by way of existing roads indicated therein, for repair, replacement, and/or maintenance of any spring, spring box, pipe or pipeline presently existing on said real property; said easement shall be filed of record in the office of the Salt Lake County Recorder, Salt Lake City, Utah.

6. To convey to Herriman, by Quit-Claim Deed, a portion of said real property approximately one hundred (100) feet by approximately fifty (50) feet, more or less, surrounding a spring owned by Herriman, said portion of said real property being more particularly described in Exhibit "F", attached hereto and by reference incorporated herein.

Herriman Agrees:

1. To convey to Hi-Country, by Warranty Deed, accompanied by an appropriate title insurance policy, approximately eighty (80) acres, more or less, of real property situated in Salt Lake County, Utah, more particularly described in Exhibit "G", attached hereto and by reference incorporated herein, reserving, however, the ownership of approximately one hundred (100) feet by approximately fifty (50) feet of said real property, surrounding

a spring owned by Herriman located within said real property, said portion of said real property being more particularly described in Exhibit "H", attached hereto and by reference incorporated herein, and reserving an easement for access through said real property, by way of existing roads, if any, indicated in Exhibit "A", referred to hereinbefore, or for roads hereafter constructed or installed on said real property; said easements shall be for repair, replacement, and/or maintenance of the springs, spring boxes, pipe or pipeline owned by Herriman, presently existing on said real property, and as described in Exhibit "B", referred to hereinbefore; said easement shall be filed of record in the office of the Salt Lake County Recorder, Salt Lake City, Utah.

2. That the rights of Hi-Country, its successors and/or assigns, surrounding certain springs owned by Herriman, more particularly described in Exhibit "I", attached hereto and by reference incorporated herein, shall be superior in use and right to the water rights of Herriman, and that in the event the use of the real property surrounding said springs shall conflict with the use of said springs by Herriman, the rights of Hi-Country, its successors, and/or assigns shall be superior, and specifically, Herriman shall take no action to hereafter restrict the use of said real property surrounding said springs, and Herriman agrees that if the use of said real property surrounding said springs results in orders from any state or local governmental agency requiring Herriman to cease using said springs, Herriman shall do so; Herriman also agrees that building permits can be granted for said real property surrounding said springs, knowing and understanding that the use of said real property surrounding said springs may cause said springs

to become polluted and no longer useable for domestic purposes; provided, however, nothing herein contained shall be construed to indicate that Herriman has waived any rights it has, if any, of eminent domain.

Hi-Country and Herriman Agree:

1. That they are the owners of any of the real property respectively conveyed herein, and/or any other rights herein granted, released, and/or conveyed, free and clear of any liens or encumbrances of any type or nature whatsoever, or that said real property, rights or otherwise granted, released and/or conveyed herein, shall be free and clear of any liens or encumbrances of any type or nature whatsoever at the time any such real property and/or rights are granted, released and/or conveyed in accordance with this Agreement.
2. That they have the full power and authority to enter into this Agreement by resolution of their respective directors or trustees, and/or by vote of their shareholders, if required.
3. That this is the entire agreement between them, and that no modification hereto shall be binding unless made in writing, authorized by their directors or trustees, and signed by their duly authorized representatives.
4. That this Agreement shall be construed in accordance with the laws of the State of Utah.
5. That they, through their duly authorized representatives, shall execute such documents as may be required to effectuate the purposes of this Agreement.

6. That this Agreement may be executed in duplicate, and that each such duplicate of this Agreement shall constitute but one original document of this Agreement.

7. That this Agreement shall be subject to receipt by Herriman of a letter from the State of Utah indicating that the arrangements made herein by Hi-Country and Herriman concerning the protection of one spring owned by Herriman is acceptable.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have hereunto inscribed their signatures and affixed their seals the day and year first above written.

HI-COUNTRY ESTATES SECOND:

By *Walter E. ...*
Its *General Partner*

Attest:

J. J. ...
LIMITED PARTNER.

HERRIMAN PIPELINE AND DEVELOPMENT CO.

By *Walter W. Cottrell*
Its *President*

Attest:

John ...
Secy & Treas.



ACKNOWLEDGEMENT

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

On the day of October, 1973, personally appeared before me Golden A. Butterfield and J. Bryant Miller, who being by me duly sworn did say, each for himself, that he, the said Golden A. Butterfield is the President, and he the said J. Bryant Miller is the Secretary and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Golden A. Butterfield and J. Bryant Miller each duly acknowledged to me that said corporation executed the same.



Notary Public

Residing in Salt Lake City, Utah



ACKNOWLEDGMENT

STATE OF UTAH)
 (ss
COUNTY OF SALT LAKE)

On the 8th day of October, 1973, personally appeared before me Charles E. Lewton, who, being by me duly sworn, did say that he is the general partner of Hi-Country Estates Second, a Utah limited partnership; that by virtue thereof he has the authority to bind said partnership; that the foregoing instrument (Agreement between Hi-Country Estates Second and Herriman Pipeline and Development Co.) is being signed by him on behalf of said partnership, by said authority; and that he desired his signature to be attested to by D. Keith Spencer, a limited partner of said partnership; and then and in my presence, he signed said instrument and acknowledged to me that said partnership executed the same, and then and in my presence, D. Keith Spencer attested to his signature.


NOTARY PUBLIC residing in Salt
Lake County, Utah

Commission Expires:

9-28-74



TABLE OF EXHIBITS

EXHIBIT "A":

Map generally describing the real property of Hi-Country and the real property, springs, spring boxes, pipe or pipe line of Herriman.

EXHIBIT "B":

Description of real property to be conveyed by Hi-Country to Herriman.

EXHIBIT "C":

Description of real property owned by Hi-Country to be subject to restrictions of use.

EXHIBIT "D":

Restrictions of use relating to the real property described in Exhibit "C".

EXHIBIT "E":

Description of easement for springs, spring boxes, pipe or pipe line of Herriman.

EXHIBIT "F":

Description of real property to be conveyed by Hi-Country to Herriman, which surrounds a spring of Herriman.

EXHIBIT "G":

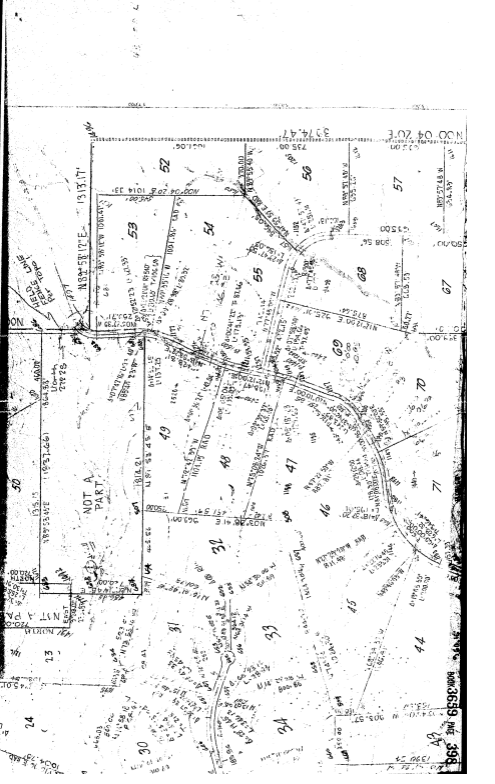
Description of real property to be conveyed by Herriman to Hi-Country.

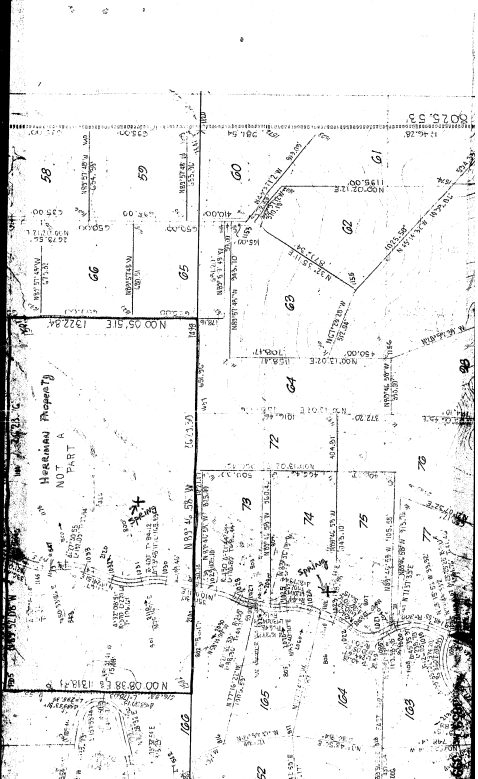
EXHIBIT "H":

Description of real property reserved by Herriman, which is located in the center of the real property conveyed by Herriman to Hi-Country described in Exhibit "G".

EXHIBIT "I":

Description of real property surrounding two springs of Herriman, part of which is to be conveyed by Hi-Country to Herriman as described in Exhibit "F", and part of which is reserved by Herriman as described in Exhibit "H".





HERRMAN Property
NOT A PART

Spring

Spring

N 00° 05' 51"E 1322.84'

N 00° 08' 38" 1313.73'

N 89° 41' 58" W 363.73'

N 00° 05' 51"E 1322.84'

N 00° 05' 51"E 1322.84'

8025.53'

1746.28'

N 00° 02' 12"E 1199.00'

N 37° 35' 11"E 1055.00'

N 37° 35' 11"E 1055.00'

N 00° 13' 02"E 1589.84'

N 00° 13' 02"E 1589.84'

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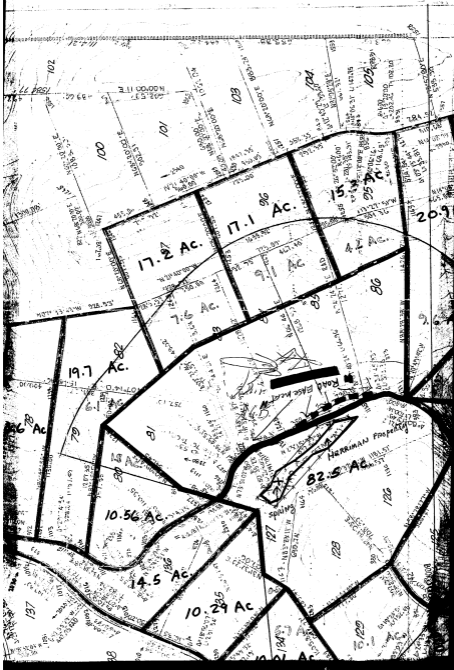
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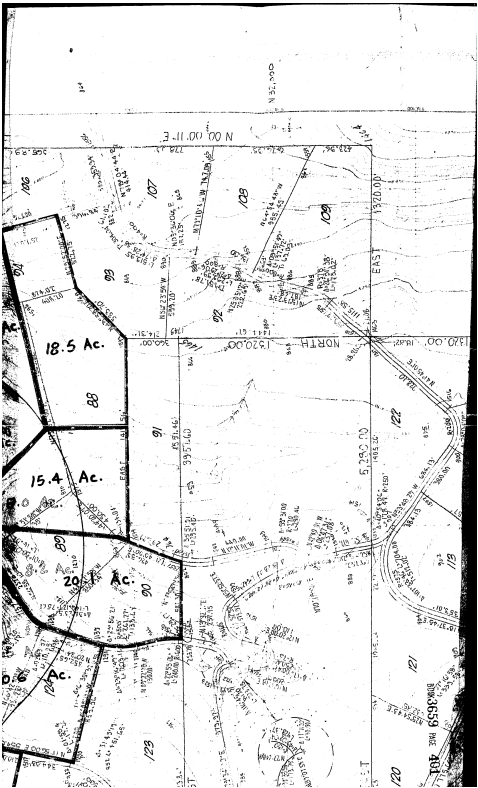
N 00° 13' 02"E 1589.84'

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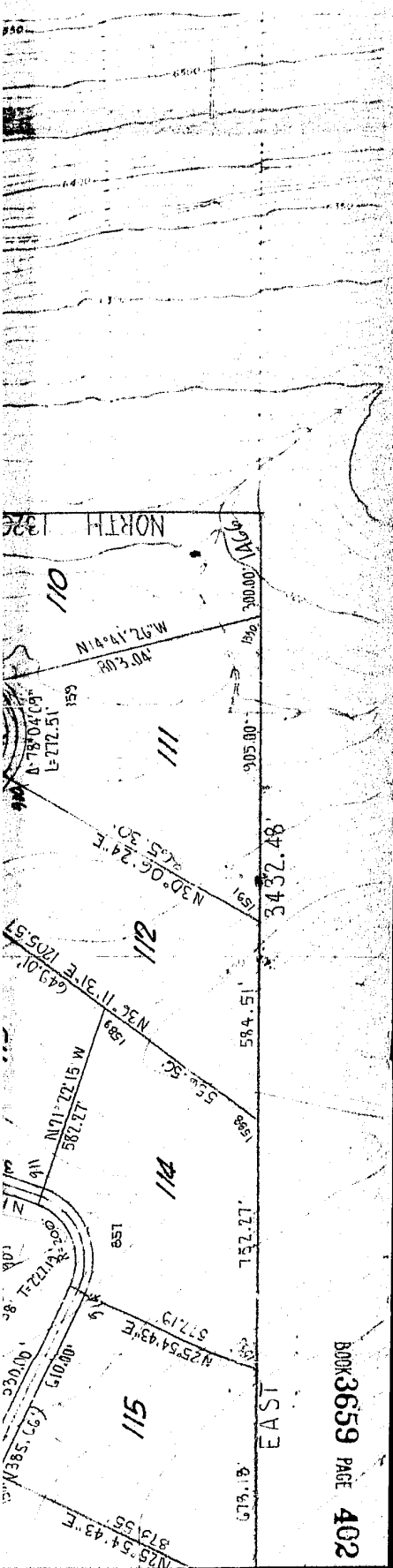
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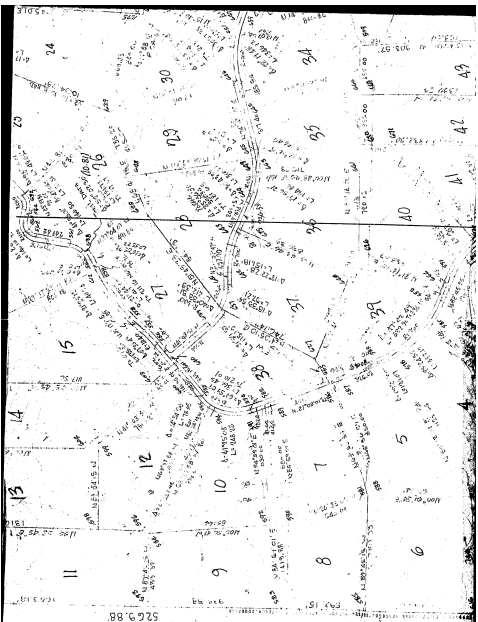


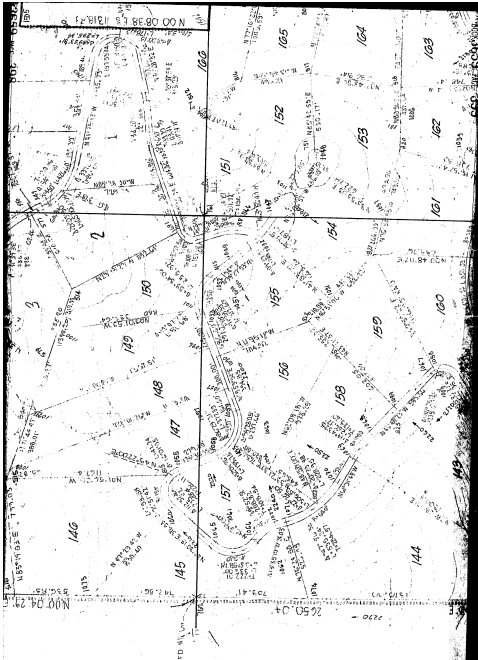
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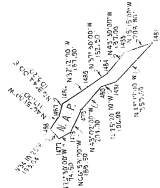
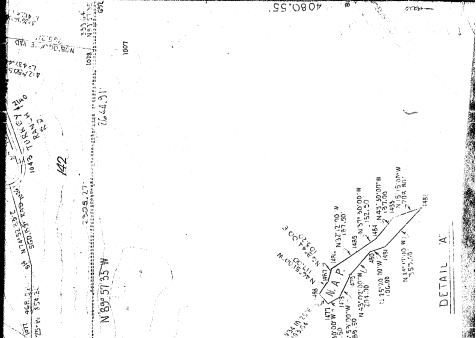
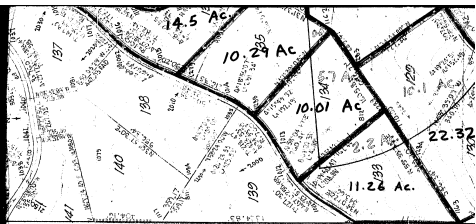
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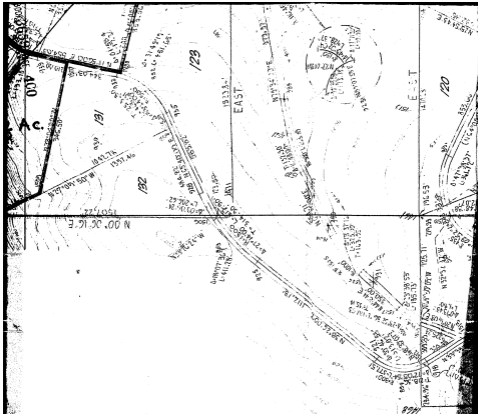


DETAIL 'A'

EXHIBIT

PRELIMINARY HI-COUNT

SECTIONS 9, 8, 16, 17
Salt Lake Meridian
BOOK 3659 PAGE 40



IBIT "A"

PRIMARY MASTERPLAN FOR COUNTRY ESTATES

21, part of 20., Township 4 South, Range 2 West,

BOOK 3659 PAGE 406

1567

N25°54'43"E

1582

75.712

1467

873.55

511

911

N25°54'43"E
373.55

N5°17'41"
M:00.47
L:17.12

1320.00

1470

1000 NORTH

00.658

511

N31°18'10"E
L:396.68

00.064

1320.00

1569

1469

1320.00

NORTH

511

N31°18'10"E
L:396.68
M:00.54
L:20.12

511

N04°44'51"E
L:400.15
M:04.44
L:09.52

79.36

N04°44'51"E
L:400.15
M:04.44
L:09.52

79.36

N04°44'51"E
L:400.15
M:04.44
L:09.52

79.36

N04°44'51"E
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N04°44'51"E
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79.36

N04°44'51"E
L:400.15
M:04.44
L:09.52

79.36

N04°44'51"E
L:400.15
M:04.44
L:09.52

EXHIBIT "B"

Beginning at a point which is South 1333.95 feet and East 1879.05 feet from the West 1/4 corner of Section 16, T4S, R2W, S.L.B. & M. and running thence N 16°53'00" E, 554.23 feet; thence N 40°09'41" E, 734.18 feet; thence S 40°00'00" E, 1117.00 feet; thence S 21°40'00" E, 1487.06 feet; thence N 88°28'38" W, 1100.00 feet to a point on a 500.00 foot radius curve to the right (radius point bears N 70°49'42" W); thence Southwesterly along said curve an arc distance of 329.85 feet (delta angle = 37°47'52"); thence S 56°58'10" W, 200.00 feet; thence N 58°28'27" W, 966.27 feet; thence N 34°04'00" W, 727.36 feet; thence N 55°39'35" E, 289.47 feet; thence N 31°32' 29" E, 198.35 feet; thence N 84°51'00" E, 455.67 feet to the point of beginning.

Less: The existing 1.78 acres owned by Herriman Pipeline Company. Contains 80.536 acres.

Subject to a 50.00 foot wide R/W, 25.00 feet on each side of the centerline described as follows:

Beginning at a point which is South 1051.61 feet and East 1964.74 feet from the West 1/4 corner of Section 16, T4S, R2W, S.L.B. & M. and running thence Southeasterly along the arc of a 200.00 foot radius curve to the left (radius point bears N 54°58'11" E) an arc distance of 135.51 feet (delta angle = 38°49'13"); thence S 73°51'02" E, 75.00 feet to a 300.00 foot radius curve to the right; thence Southeasterly along said curve 264.89 feet; thence S 23°15'39" E, 837.96 feet to a 500.00 foot radius curve to the right; thence Southerly along said curve 700.14 feet; thence S 56°58'10" W, 200.00 feet to a point which is South 2814.98 feet and East 2313.53 feet from said 1/4 corner.

EXHIBIT "C"

Beginning at a point which is South 1333.95 feet and East 1879.05 feet from the West 1/4 corner of Section 16, T48, R2W, S.L.B. & M. and running thence N 16°53'00" E, 1500.00 feet radially to a point on a 1500.00 foot radius curve to the right; thence Southeasterly along said curve 620.33 feet; thence S 49°25'19" E, 810.76 feet to a point on a 1500.00 foot radius curve to the right (radius point bears S 40°34'41" W); thence Southerly along said curve 4712.39 feet; thence N 49°25'19" W, 810.76 feet to a point on a 1500.00 foot radius curve to the right (radius point bears N 44°55'13" E); thence Northwesterly along said curve 1049.28 feet; thence N 84°51'00" E, 1500.00 to the point of beginning.

EXHIBIT "D"

Any and all uses prohibited by the Utah State Division of Health Bulletin, SDH-san-12-1963, requiring that for springs used as sources for public water supply, all land at an elevation equal to or greater than and within Fifteen Hundred (1500) feet of the springs, and all lands at an elevation lower than and within One Hundred (100) feet of the spring, should be managed to prevent any housing or other developments which might result in pollution substances of any kind within the spring area; specific uses prohibited include but are not limited to: open privies, garbage dumps, sewage absorption fields, septic tanks and corrals.

Specific uses allowed are: dispersal pasturing, farming, raising of crops and recreational activities, provided, however, only if the same do not result in concentrated sources of pollution substances.

EXHIBIT "E"

A 20 foot wide easement, 10.00 feet on either side of the centerline described as:

Beginning on the North line of the Herriman Pipeline Company Property at a point described as N 58° 24' 00" E 2274 feet and N 34° 13' 00" E, 43.44 feet from the SW corner of Section 16, T4S, R2W, S.L.B. & M. which point is also South 1412.53 feet and East 1961.26 feet from the West 1/4 corner of said section, and running thence N 24° 49' 23" W, 788.23 feet; thence N 38° 05' 43" W, 455.56 feet; thence N 1° 58' 59" W, 206.28 feet; thence N 24° 31' 30" E, 85.57 feet; thence N 33° 32' 57" E, 958.10 feet; thence N 11° 46' 51" E, 282.35 feet; thence N 3° 00' 58" W, 282.31 feet; thence N 13° 58' 49" E, 977.78 feet; thence N 16° 23' 28" E, 188.79 feet; thence N 31° 41' 46" E, 376.69 feet; thence N 36° 53' 11" E, 2160.89 feet; thence N 35° 39' 58" E, 2607.57 feet which point is West 20.84 feet and South 1324.82 feet from the NE corner of said Section 9.

Said easement shall include access for repair, replacement, and/or maintenance.

EXHIBIT "F"

Spring Area #2

Beginning at a point which is South 922.93 feet and West 3213.55 feet from the Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and running thence South 125.00 feet; thence West 226.55 feet to a point on a 240.00 foot radius curve to the left (radius point bears N 58°18'13" W); thence Northeasterly along said curve an arc distance of 49.43 feet (delta angle = 11°48'03"); thence N 19°53'44" E, 85.69 feet; thence East 175.92 feet to the point of beginning.

Containing 0.57 acres.

Subject to a 25 foot R/W along the West side.

Together with a 10 foot wide easement, 5 feet on each side of the centerline described as:

Beginning on the east boundary line at a point which is South 992.91 feet and West 2035.37 feet from the Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 26°34'00" E, 46 feet more or less, to an existing creek.

EXHIBIT "G"

Southeast quarter of Southwest quarter and Southwest quarter of Southeast quarter, Section 9, Township 4 South, Range 2 West, Salt Lake Meridian. Containing 80 acres more or less.

Less Spring Area #1

Beginning at a point which is North 344.10 feet and West 2806.04 feet from the Southeast corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 57°40'00" E along an existing fence 206.73 feet; thence S 51°24'00" E along said fence 68.10 feet; thence S 41°07'30" W along said fence 182.95 feet; thence N 57°03'00" W along said fence 128.20 feet to the point of beginning.

Containing 0.42 acres.

Together with a 10 foot wide easement, 5 feet on each side of the centerline described as:

Beginning on the Northeast boundary fence at a point which is North 418.46 feet and West 2586.00 feet from the Southeast corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 68°54'00" East, 182.00 feet more or less, to an existing creek.

EXHIBIT "H"

Spring Area #1

Beginning at a point which is North 344.10 feet and West 2806.04 feet from the Southeast corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 57°40'00" E along an existing fence 206.73 feet; thence S 51°24'00" E along said fence 68.10 feet; thence S 41°07'30" W along said fence 182.95 feet; thence N 57°03'00" W along said fence 128.20 feet to the point of beginning.

Containing 0.42 acres.

Together with a 10 foot wide easement, 5 feet on each side of the centerline described as:

Beginning on the Northeast boundary fence at a point which is North 418.46 feet and West 2586.00 feet from the Southeast corner of Section 9, T4S, R2W, S.L. B. & M. and running thence N 68°54'00" E, 182.00 feet, more or less, to an existing creek.

EXHIBIT "I"

Spring Area #1

Beginning at a point which is North 344.10 feet and West 2806.04 feet from the Southeast corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 57°40'00" E along an existing fence 206.73 feet; thence S 51°24'00" E along said fence 68.10 feet; thence S 41°07'30" W along said fence 182.95 feet; thence N 57°03'00" W along said fence 128.20 feet to the point of beginning.

Containing 0.42 acres.

Together with a 10 foot wide easement, 5 feet on each side of the centerline described as:

Beginning on the Northeast boundary fence at a point which is North 418.46 feet and West 2586.00 feet from the Southeast corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 68°54'00" E, 182.00 feet, more or less, to an existing creek; and

Spring Area #2

Beginning at a point which is South 922.93 feet and West 3213.55 feet from the Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and running thence South 125.00 feet; thence West 226.55 feet to a point on a 240.00 foot radius curve to the left (radius point bears N 58°18'13" W); thence Northeasterly along said curve an arc distance of 49.43 feet (delta angle = 11°48'03"); thence N 19°53'44" E, 85.69 feet; thence East 175.92 feet to the point of beginning.

Containing 0.57 acres.

Subject to a 25 foot R/W along the West side.

Together with a 10 foot wide easement, 5 feet on each side of the centerline described as:

Beginning on the east boundary line at a point which is South 992.91 feet and West 2035.37 feet from the Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 26°34'00" E, 46 feet more or less, to an existing creek.