

Recorded at the request of Kamas State Bank, July 3 A.D. 1964 at 10:05 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 99079

AGREEMENT

THIS AGREEMENT is made in Kamas, Utah this 1 of July, 1964, by and between LORIN PRESCOTT party of the first part, and WALTER HARDMAN and LURETTA HARDMAN his wife, parties of the second part,

W I T N E S S E T H:

WHEREAS, the parties to this contract were defendants in an action brought in the district Court for Summit County, State of Utah by WASHINGTON IRRIGATION COMPANY; and

WHEREAS, the Court determined in that action that WALTER HARDMAN and LURETTA HARDMAN were the owners of seven (7) shares of stock in the Plaintiff company represented by Certificate No. 149 dated February 8, 1939, but that the said WALTER HARDMAN and his wife held these seven (7) shares of stock as Trustees for LORIN PRESCOTT and JOHN WALTER PRESCOTT insofar as said shares of stock entitled the owner thereof to the use of water from the Big Elk Reservoir. Said decree further provided that the Plaintiff, WASHINGTON IRRIGATION COMPANY shall deliver water from the Big Elk Reservoir to LORIN PRESCOTT and JOHN WALTER PRESCOTT, and that the said LORIN PRESCOTT and JOHN WALTER PRESCOTT shall pay the assessments against the stock "as shall pertain to the expenses incurred in storing water in and delivering the water from the said Big Elk Reservoir, including such additional expenses as the said WALTER HARDMAN and LURETTA HARDMAN shall be required to pay by reason of delivery of said water to a person other than the owner or owners of said seven (7) shares of stock in said Plaintiff company." and;

WHEREAS, the parties hereto now desire to have one (1) share of stock in the WASHINGTON IRRIGATION COMPANY transferred outright to LORIN PRESCOTT and one (1) share of stock in WASHINGTON IRRIGATION COMPANY transferred outright to JOHN WALTER PRESCOTT and to have each of said individuals relinquish any and all claim to the Big Elk Reservoir water under the remaining five (5) shares represented by said Certificate No. 149, and;

WHEREAS, the parties hereto desire to deliver the one (1) share to LORIN PRESCOTT even though JOHN WALTER PRESCOTT declines to settle on the same basis;

NOW THEREFORE, in consideration of the premises and the mutual agreements contained herein the parties agree as follows:

1. WALTER HARDMAN and LURETTA HARDMAN hereby transfer and convey unto LORIN PRESCOTT one (1) share of stock in WASHINGTON IRRIGATION COMPANY and agree to forthwith surrender to said company, Certificate No. 149 so that a new certificate can be issued with one (1) share going to LORIN PRESCOTT and the other six (6) shares being returned to the HARDMAN'S.
2. LORIN PRESCOTT hereby agrees to accept said one (1) share of stock and in consideration therefore hereby relinquishes all of his right title, estate and interest in the remaining six (6) shares and specifically also relinquishes any claim to the Big Elk Reservoir water under said other six (6) shares.
3. Each hereby mutually releases the other from all claims of every kind and nature in any way relating to this matter prior to the date hereof.

DATED this 1 of July, 1964.

Thomas Lefler  
Witness

Lorin Prescott  
Lorin Prescott

Thomas Lefler  
Witness

Walter Hardman  
Walter Hardman

Loretta Hardman  
Loretta Hardman, his wife

John Walter Prescott

I Lorin Prescott agree by signing this instrument, that it is to be fully effective as to my interest even though the same is not signed by John Walter Prescott. John Walter Prescott having heretofore conveyed his interest in said water to Lewis C. Larsen.

Witness Thomas Lefler

Lorin Prescott  
Lorin Prescott

\*\*\*\*\*

Recorded at the request of Kamas State Bank, July 3 A.D. 1964 at 10:06 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 99080

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

HIGHLAND ESTATES

SUMMIT COUNTY STATE OF UTAH

*See Amendment # 115452 BY M 07 A 195. \* See next page*

THIS DECLARATION, made this 16th day of April, 1964, by Macart Investment Co., having its principal place of business in the City of Tujunga, Los Angeles County, California, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is about to sell, dispose of or convey the lots in said subdivision, and desires to subject the same to certain protective covenants, conditions, restrictions, (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in said Subdivision, that

NOW, THEREFORE, KNOW ALL MEN BE THESE PRESENTS: That Declarant hereby certifies and declares that it has established and does hereby establish general plan for the protection, maintenance, development and improvement of said Subdivision.

THIS DECLARATION is designed for the mutual benefit of the lots in said Subdivision and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said Tract shall be held, leased, or sold, and/or conveyed by them as such owners, each and all of which is and are for the mutual benefit of the lots in said Subdivision and of each owner thereof, and shall run with the land and shall inure to and pass said Subdivision and each and every parcel of land therein, and shall apply to and bind the respective successors in interest thereof, and are and each thereof is imposed upon said Subdivision as a mutual, equitable servitude in favor of each and every parcel of land therein as the dominant tenement or tenements.

SAID CONDITIONS ARE AS FOLLOWS:

I. GENERAL

That all lots shall be designated as single family residence lots and shall be improved, used and occupied under the conditions set forth under any future Zone S-1A Regulations, as set forth in the Zoning Ordinance of Salt Lake County, Utah.

In the event that any of the provisions of this Declaration conflict with any of the sections of any Ordinance, County of Summit, the more restrictive of the two shall govern.

II. COMMITTEE OF ARCHITECTURE

A. No building, fence, patio, or other structure shall be erected, altered, added to, placed, or permitted to remain on said lots or any of them or any part of any such lot until and unless the plans showing floor areas, external design and the ground location of the intended structure along with a plot plan been first delivered to and approved in writing by any two (2) members of a "Committee of Architecture" which shall initially be composed of Stewart Mackey, Paul Sherritt, and E. E. Gurr, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of Macart Investment Co. It shall be the purpose of this committee to provide for the maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this committee shall require not less than one thousand square feet (1000) of floor area for any single family residence EXCLUDING carport, garage, covered porches, covered contiguous patios, etc., with a minimum floor area of one thousand (1000) square feet for living area in the dwelling portion of the structure. All structure shall basically be of ONE LEVEL construction and/or a split level structure on any hillside area, if in the opinion of the "Committee of Architecture" such a structure conforms to the over-all design and pattern of development. On commercial structure submitted for approval, this "Committee" may require changes, deletions, or revisions in order that the architectural and general appearance of all such commercial buildings and grounds be in keeping with the architecture of the neighborhood and such as not to be detrimental to the public health, safety, general welfare and architectural appearance affecting the property values of the community in which such use or used are to be located. All structures shall conform to the requirements of the Uniform Building Code, published by the International Conference of Building Officials.

B. It shall remain the prerogative and in the jurisdiction of the "Committee of Architecture" to review applications and grant approvals for exceptions to this declaration. Variations from requirements and, in general, other forms of deviations from these restrictions imposed by this declaration, when such exceptions, variances and deviations do, in no way, detract from the appearance of the premises, nor in any way be detrimental to the public welfare or to the property of other persons located in the vicinity thereof, in the sole opinion of the "Committee."

III. RESIDENTIAL ZONE-GENERAL

DEFINITION  
"RESIDENTIAL  
ZONES"

A. SAID COVENANTS ARE AS FOLLOWS:

That all of the lots within this unit shall be designated as single family residential lots, A. single family residence is a dwelling for one family alone, within which no persons may be lodged for hire at any time, provided that reasonable quarters may be built and maintained in connection therewith for the use and occupancy of servants or guests of said family and that such quarters may be built and maintained as a part of the detached accessory buildings or building on the same lot, provided said accessory buildings be not at any time rented or let to persons outside the said family and that they may be occupied and used only by persons who are

See Amendment # 439459  
Bk. 914 Pg. 794  
See # 101379 Bk. 11-2  
Pg. 46

## USE OF PREMISES

employed by members of, or are guests of said family, except all lots immediately abutting highway frontage.

- B. A person shall not use any premises in any residential zone, which is designed, arranged or intended to be occupied or used for any purpose, other than expressly permitted in this declaration.

## STORAGE OF MATERIALS

- C. In any building project, during construction and sixty (60) days thereafter, property in a residential zone may be used for the storage of materials used in the construction of the individual buildings in project and for the contractor's temporary office. Said construction period shall not exceed one hundred eight (180) days unless specifically approved by the Committed of Architecture.

## LIVESTOCK

- D. Keeping of livestock, poultry or pets upon the property for commercial gain is prohibited. Livestock, with the exception of hogs and goats, their odor being offensive, poultry or pets may be kept for domestic use only under the following conditions: No ~~barn~~ stall, coop or pen in which livestock, poultry or pets are kept or housed shall be constructed or maintained within an area seventy five (75) feet from any street property line or fifteen (15) feet from any other boundary line.

## ADVERTISING

- E. No person shall cause to be erected a sign, advertisement billboard or advertising structure of any kind on any lots, except that a temporary permit, limited to a ninety day period, for signs for houses to be sold or exhibited be first obtained by application to the architectural committee. The architectural committee may approve the location of these signs within the front setback of the lot.

## TEMPORARY BUILDINGS

- F. No temporary building, basement, cellar, tent, shack, garage, barn or other outbuilding or structure shall, at any time, be used for human habitation, temporarily or permanently.

## TRAILER USE

- G. A trailer may be used as a residence of the owner and his family during construction by such owner of a permanent residence, but only after approval has been gained from the architectural committee, for such residence, but in no event shall said trailer be used longer than 180 days.

## BUILDING EXTERIOR

- H. The exterior portions of all buildings, which are constructed of wood, stucco, or cement shall be painted or stained immediately upon completion or shall have color mixed in the final structural application.

## TEMPORARY OFFICES

- I. A temporary sales office, for the purpose of conducting the sale of property in the subdivision, upon which such office is located, for a period not to exceed four years, provided such sales office is not used for construction a general real estate business. Any structure or trailer used for such purpose, shall, at the end of the four year period, be either removed or used for a purpose permitted in the zone in which it is located.

## STORAGE OF TOOLS AND TRASH

- J. The storage of tools, landscaping instruments, household effects, machinery, or machinery parts, empty or filled containers, boxes, or bags, trash, materials or other miscellaneous items that shall in appearance, detract from the aesthetic values of the property, shall be so placed and stored to be concealed from view from the public right of way.

## INDIVIDUAL SEWAGE DISPOSAL SYSTEMS

- K. Individual sewage disposal systems shall be provided for each lot in this tract and shall conform to the requirements of the County of Summit or State of Utah Health Department.

RESIDENTIAL ZONE REGULATIONS

## A. PROPERTY IN ZONE MAY BE USED FOR:

1. A single family residence, together with out-buildings customary to such use, located on the same lot or parcel of land, including;

RESIDENTIAL  
ZONE USES

- a. A private garage with a capacity not to exceed three (3) automobiles.
- b. A boat repair or storage building for the personal use of the occupant.
- c. A children's playhouse.
- d. Lath or greenhouse.
- e. Tool houses.
- f. Hobby shops not used commercially.
- g. Facilities to house and care for livestock or poultry.

AUXILIARY  
USES

2. Churches, temples, or other places used exclusively for religious worship shall be permitted within this zone upon approval of location and development plans by the "Committee of Architecture," and also upon the granting of a conditional use permit by the County Planning Commission.

3. The following auxiliary uses, if they do not alter the character of the premises as single family residences:

- a. One detached guest house on the same premises as and not less than twenty (20) feet from the Main Building for the use of temporary guests of the occupants of the premises, if such quarters are not rented or otherwise used as a separate dwelling.

FENCES

- b. Fences, walls, or hedges may be erected, started or maintained to a height of 72" above the adjacent grade when used as a property line or boundary separation, except that no fence, wall, or hedge may be used for this purpose in the front setback area of a lot in excess of 42" above the adjacent grade.

FRONT YARD  
SETBACK

B. BUILDING SETBACKS

1. Frontyard setbacks shall conform to a minimum depth of fifty (50) feet from the front property line to the furthest structural projection, including caves, overhangs, porches or any building or structure. Excepted from the setback would be any hillside lots where it would not be possible to set back fifty (50) feet. In these cases the requirements under Residential Zone S-1A would apply.
2. A side yard shall be maintained of at least fifteen (15) feet in depth from all side property lines to the building line of any structure.

VEHICLE  
STORAGE

C. VEHICLE STORAGE:

Every dwelling or other structure in Residential Zone designed for or intended to be used as a dwelling, shall have on the same lot or parcel of land, automobile space conveniently accessible from the street. This space shall be of sufficient capacity so as to not exceed maximum vehicle storage requirements as outlines above.

LOT SPLIT

D. SUBDIVISION OF LOTS:

No lot or parcel of land shall be divided into smaller lots or parcels less than one (1) acre under any conditions or circumstances whether for lease, sale, or rental purposes.

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until June 1, 1974, at which time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of a majority of the lots in said Subdivision, it is agreed to change said Conditions in whole or in part.

PROVIDED FURTHER, that if any paragraph, section, clause or phrase of the restrictions, conditions, and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that these restrictions, conditions, and covenants herein contained would have been and are imposed and each paragraph, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases are or shall become or be illegal, null, or void.

PROVIDED FURTHER, that if any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions,

covenants, and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

PROVIDED FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the line of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and/or restrictions shall be binding upon and effective against any owner of any lot or lots in said property whose title is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, MACART INVESTMENT CO., has caused its name to be hereunto affixed.

(Owner) Macart Investment Company

By Stewart B. Mackey

By Paul H. Sherritt

By E. E. Gurr

STATE OF CALIFORNIA        )  
                                  ) ss  
COUNTY OF LOS ANGELES    )

On the 16th day of April, 1964 personally appeared before me Stewart B. Mackey, Paul H. Sherritt and Ernest E. Gurr, the signers of the within instrument who duly acknowledge me that they executed the same.

Commission expires:  
My Commission Expires June 1, 1965

Marjorie M. Nichols, Notary Public  
Marjorie M. Nichols

(SEAL)

\*\*\*\*\*  
Recorded at the request of Macart Inc. Co, July 6 A.D. 1964 at 10:02 A.M.

Wanda Y. Spriggs, County Recorder

-----  
Entry No. 99090

RIGHT OF WAY AND EASEMENT

UNITED PARK CITY MINES COMPANY, A Delaware Corporation doing business in the State of Utah, GRANTOR, hereby quitclaims and conveys to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, GRANTEE, its successors and assigns, for the sum of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a right of way and easement thirty (30) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in Summit County, State of Utah, to-wit:

The land of the Grantor, located in the South half of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian; the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit: Beginning at a point on the West line of Grantor's property, said point being 490.04 feet South from the West quarter corner of said Section 15, thence South 89° 33' East 85.89 feet, thence North 66° 21' 30" East 87.99 feet, thence South 87° 58' East 714.18 feet, thence South 75° 55' 30" East 119.91 feet; thence South 81° 04' East 500 feet, thence South 73° 06' East 86.63 feet; thence South 62° 52' East 357.78 feet; thence South 74° 14' East 180.98 feet, thence South 78° 36' 30" East 155.07 feet; thence South 89° 41' 30" East 162.38 feet, thence North 86° 09' 30" East 412.30 feet, thence South 81° 16' 30" East 1,650.72 feet, more or less to the Grantor's East line.

Also the land of the Grantor, located in the Northeast quarter of section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian; beginning at a point on the East fence line of Grantor's property, said point being 445.65 feet South and 3.02 feet East from the Northeast corner of said Section 24, thence North 87° 23' 30" West 428.70 feet, thence South 84° 45' West 133.90 feet, thence South 62° 15' West 856.97 feet, more or less, to the West line of Grantor's property.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities, provided, however, that such ingress, egress and other necessary uses shall not interfere with any operations of Grantor on or its use of any of its real property.