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MEMORANDUM AGREEMENT

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REC'D
RECORDS
Hi-Country Estates
Phase II
Katie L. Dixon
Sally Thompson

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

959580 700 B.
Sandy 84070
Hi-Country Estates

THIS AGREEMENT made and entered into this 14th day of July, 1979 by and between TONY MASCARO and CARMEN M. MASCARO, his wife, hereinafter called "Mascaro" and HI-COUNTRY ESTATES HOME OWNERS ASSOCIATION PHASE II, a Utah corporation, hereinafter called "Hi-Country" as represented by it's Directors.

W I T N E S S E T H :

WHEREAS, Mascaro is the owner of two water wells located on their property on the northerly portion of Hi-Country Estates Phase II project; and,

WHEREAS, Hi-Country is desirous of purchasing water from Mascaro for the purpose of distributing water to owners of land in Hi-Country Estates, Phase II who are all members of Hi-Country Esates Home Owners Association Phase II.

NOW, THEREFORE, in consideration of the agreements hereinafter contained to be kept and performed by the parties hereto agree as follows:

1. Mascaro agrees to sell to Hi-Country a minimum of 200 gallons per minute of water from the existing two (2) Mascaro wells. Additional water may be purchased from Mascaro by Hi-Country as water is available in excess of Mascaro's agricultural water needs.

2. Hi-Country agrees to pay Mascaro on a monthly basis for water purchased at the average of the wholesale rates the Metropolitan Water District of Salt Lake charges the Salt Lake County Conservancy District and the Salt Lake County Conservancy District charges its wholesale customers; such as municipal cities.

The water will be metered by the use of 2 meters from the Mascaro wells and storage tank. One meter is for the water used by Hi-Country and the other meter will measure the water used by Mascaro. The cost of pumping the water shall be shared by Hi-Country and Mascaro in the same proportion of water used by each as measured by the meters. Hi-Country at its expense shall install the power facilities and electric pump motors as needed. Mascaro's water shall be free flow from the storage tank.

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3. Hi-Country shall at its expense provide for the distribution and pumping of water throughout the area encompassed within Hi-Country Estates Phase II and such other area as accepted by Hi-Country. Hi-Country shall be responsible for the purification of culinary water distributed through the lines.

4. Mascaro shall pay real property taxes and taxes on the 2 existing wells and storage tank. All other taxes shall be paid by Hi-Country.

5. Mascaro agrees to transfer to Hi-Country a two (2) second feet well drilling permit which is a portion of the State Engineers application number A-32933(59-1597) for a well or wells to be drilled by Hi-Country at one location or locations as approved by the Utah State Engineer.

6. In addition to the payment to Mascaro for water purchased from Mascaro and in consideration of this agreement, Hi-Country agrees at its expense to furnish the following to Mascaro:

A. A water main and hydrants will be installed within Mascaro's property in Hi-Country Estate Phase II (an eighty (80) acre tract) along the utility right of ways of Rose Canyon Road as will be granted by Mascaro to be within 25 feet of the center line of Rose Canyon Road (on both sides of the road).

B. Mascaro shall be guaranteed sixteen (16) free connections *and the East-West lateral line within 48 T.M. E.D. JWB* in Mascaro's 80 acre tract and an additional free connection for Lot 110 Hi-Country Estates Phase II. Water used shall be charged at current water rates charged to Hi-Country customers. The cost of water meters and private water lines shall be at Mascaro's or future property owners expense within the 80 acre tract.

C. Mascaro shall be granted free grazing rights for Mascaro's cattle in all unfenced areas in Hi-Country Estates Phase II until such time as the area is built up and continued grazing of cattle would present an undue problem.

7. Mascaro will give a 30 feet by 30 feet easement around each of the two wells on which Hi-Country can construct permanent pumping and purification structures, as well as road access rights to the wells, ^{as designated by Mascaro} pumping ^{H.C. T.M.} structures, storage tank and metering locations. Such easements and access rights will be used for water use development and maintenance and be done in a manner that gives prudent protection of the property and rights of Mascaro.

8. This will be a perpetual agreement and shall continue until such time that both Mascaro or their heirs and Hi-Country mutually agree to modify or dissolve it.

9. The effective date of the agreement is June 6, 1979 which was the date of approval of this agreement by Hi-Country at a duly scheduled meeting of its members.

10. Hi-Country shall guarantee that water use development shall commence within two years of the agreement effective date, and shall pay for all water used during this period at the rate specified in 2 preceding. Commencing June 7, 1981, Hi-Country further guarantees that monthly water use payment will be the then equivalent rate for at least 20 gallons per minute per month.

11. Water used by public and private parties in the protection of property and life from fire or other ecological or environmental hazards within or surrounding the property of Hi-Country Estates will be provided by Mascaro without charge, however, pumping costs in such incidents will be paid by Hi-Country. The water used in such incidents will be determined by subtracting the average of the previous two months from the water metered in the month(s) of the incidents.

12. In the event of default or a breach by any of the parties hereto, the party who has breached or defaulted on this agreement shall pay all costs of enforcing this agreement including a reasonable attorney's fee with or without suit.

IN WITNESS WHEREOF, the parties hereto have signed their names on
the day and year above written.

Ernest Edore
WITNESS

Tony Mascaro
TONY MASCARO

Carmen M. Mascaro
CARMEN M. MASCARO, his wife

"Mascaro"

HI-COUNTRY ESTATES HOME OWNERS
ASSOCIATION PHASE II, A Utah
Corporation, represented by at
least two of it's elected Directors

Larry F. Fuller
LARRY F. FULLER

R. H. Engle
R. HOMER ENGLE

E. Kent Harward
E. KENT HARWARD

"Hi-Country"

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NO NOTARY