

3547190

A G R E E M E N T

THIS AGREEMENT, made and entered into this 21st day of March, 1981, by and between TONY J. MASCARO and CARMEN M. MASCARO, his wife, herein-after called "Mascaro" and HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION PHASE II, a Utah Corporation, hereinafter called "Association".

WITNESSETH:

WHEREAS, Mascaro is the owner of two wells which will be a primary source of culinary water supply of the Association and which wells are located as follows, to-wit:

Well #2 is S 89°52'15" W, 2990 feet and S 00°04'02" W, 1343 feet from the NE corner of Section 9, T4S, R2W, SLBM. Well #3 is S 89°52'15", 3000 feet and S 00°04'02" W, 1505.5 feet from the NE corner of Section 9, T4S, R2W, SLBM.

WHEREAS, Mascaro is the owner of the property surrounding the two wells, which property is described as follows, to-wit:

Beginning at a point which is South 983.52 feet and West 1477.81 feet from the NE corner of Section 9, T4S, R2W, S.L.B.& M. and running thence N 89°53'45" E, 1612.19 feet; thence South 233.26 feet; thence West 220.13 feet; thence S 0°14'45" W, 446.57 feet; thence S 73°55'10" E, 145.52 feet; thence N 89°53'45" E, 1814.21 feet; thence Northernly along a 540.00 foot radius curve to the left (radius point bears N 86°32'21" E) an arc distance of 73.40 feet (delta angle = 7°47'16"); thence N 3°27'39" W, 259.71 feet to a point on a 185.00 foot radius curve to the right (radius point bears N 43°00'34W): thence Northernly along said curve an arc distance of 126.22 feet (delta angle = 50°27'05"); thence S 89°53'45" W, 139.43 feet; thence N 0°05'51" E, 268.50 feet to the point of beginning. Containing 30.24 acres.

WHEREAS, Mascaro and the Association have an agreement whereby Mascaro's wells will provide the water source for the water system to be constructed by the Association. The agreement was executed on July 14, 1979, and filed with the Salt Lake County Recorder on July 26, 1979, and recorded in Book 4909, pages 666 to 669 as Instrument No. 3313325.

WHEREAS, the Utah Department of Health, Division of Environmental Health, has in a letter to the Association dated February 17, 1981, required that Mascaro prohibit any use of their property which might result in any concentrations of pollution substances of any kind within 200 feet of the above described wells.

NOW, THEREFORE, for an in consideration of the benefits that each party will receive from their July 14, 1979, agreement, Mascaro agrees to prohibit any use of the property within 200 feet of the wells which might result in concentration of pollution substances of any kind on said property surrounding the #2 and #3 wells described above, so long as the Association uses the same for sources of water supply. Specific uses prohibited are: Open privies, garbage dumps, drain fields, corrals, septic tanks.

Specific Uses Allowed: Dispersal pasturing, farming, raising of crops and recreational activities, if the same do not result in concentrated sources of pollution substances.

As further consideration for the making of this agreement, the Association agrees to do the following:

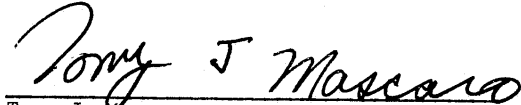
1. Construct a protective fence around the wells. The fencing will be placed to further protect a 30 foot by 30 foot area around each well and planned pumphouse.

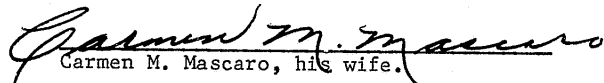
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2. The Association will remove any and all noxious weeds from within the fenced areas.

IN WITNESS WHEREOF, we have hereunto executed this agreement this 21st day of March, 1981.


Tony J. Mascaro

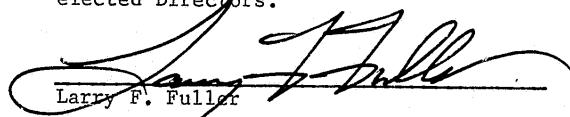

Carmen M. Mascaro, his wife.

"Mascaro"

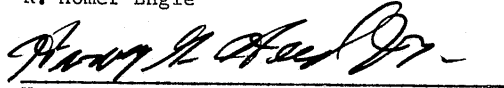
Attest:


Secretary

HI-COUNTRY ESTATES HOMEOWNERS
ASSOCIATION PHASE II, A Utah Corporation,
represented by at least two of its duly
elected Directors.


Larry F. Fuller

R. Homer Engle


Harvey G. Heed, Jr.