

RETURN

ASPEN ACRES
BOX 8151 SLC
FOOTHILLS STATION
84108

Entry No. <u>123673</u>	Book <u>M 57</u>
RECORDED <u>7-2-74</u>	at <u>9:34</u> M Page <u>656-663</u>
REQUISIT of <u>Aspen Acres Assoc.</u>	
FEE	WANDA J. SPRAGUE SUBMIT CO. RECORDER
<u>\$ 9.00</u>	<i>Wanda J. Sprague</i>
INDEXED	ABSTRACT

AGREEMENT

This agreement, dated this 14 day of March, 1974, by and between Aspen Acres Association, a Utah corporation, hereafter referred to as the "Association" and Seven Associates Inc., a Utah corporation, hereafter referred to as "Seven Associates."

BACKGROUND

The Association is a non-profit corporation created under Utah law for the purpose of providing services to the owners of real property in the Aspen Acres summer home area. Seven Associates is the owner of property adjacent that in which the Association is interested. The Association and Seven Associates have had difficulties culminating in litigation. The Seven Associates desire to develop the balance of their property. The parties now desire to settle the outstanding differences between them and under the terms of this agreement desire to cooperate one with another in meeting mutual needs and interests, and in furtherance thereof, agree as follows:

1. Association. The Seven Associates desire to form a new property owners association for the purpose of providing the benefits of an association to the owners of property within new sub-divisions to be developed on the hereafter described property. It is desirable that the associations cooperate with one another to make more economical their primary purposes of supplying water,

CLYDE, MECHAM
& PRATT
ATTORNEYS-AT-LAW
351 SO. STATE STREET
SALT LAKE CITY 11,
UTAH

BOOK M 57 PAGE 656

maintaining streets and maintaining security. It is not intended however, that the water rights of the existing association shall be shared with the new association except for the overflow hereafter provided.

2. Water Rights. It is acknowledged that on or about January 25, 1963, Aspen Acres conveyed to the Association the following water rights:

(a) Water Right No. 685 of the Weber River Decree, with a priority of 1887, a diversion point from Little Hollow Creek for irrigation of land in Section 27, Township 1 North, Range 7 East, Salt Lake Base & Meridian.

(b) A one-half (1/2) interest in and to Water Right No. 686 of the Weber River Decree, with a priority of 1877, a diversion point in the Wardle Ditch for irrigation of land in Section 26, Township 1 North, Range 7 East, Salt Lake Base & Meridian.

(c) A one-half (1/2) interest in and to Water Right No. B-688 of the Weber River Decree, but only of the portion of said right described as being in the name of F.N. Stillman and J.J. Stillman for 21.08 acres, as it relates to the irrigation of land in Sections 26, 27, 28, 29 and 32, Township 1 North, Range 7 East, Salt Lake Base & Meridian.

(d) Stock Certificates in Smith & Morehouse Reservoir Co. No. 225 for 38 shares in the name of Max Bateman, and

No. 226 for 13 shares in the name of Aspen Acres, Inc. These stock certificates have been properly endorsed.

Seven Associates hereby disclaims and transfers to the Association any interest in said water right except for the overflow rights herein provided and except for rights pertaining to lots owned by it in Aspen Acres #1 and #2. The Associates represent it has not conveyed said rights pertaining to the balance of said 1/2 sections to any other party.

3. Water System. The Association presently intends to construct a new water collection and distribution system to serve Aspen Acres 1 and 2 will pay for and operate the system independently of the owners of the new development. The Association agrees to install its pipes from a proposed new water tank to be built by the Association, through the proposed Seven Associates sub-division to the NW corner of Lot 125 of Aspen Acres #1 sub-division in conjunction with the pipe laying of the Seven Associates, so that the same trench may be used and as much duplication as possible may be avoided in the construction costs of the two systems. The Association further agrees to use its best efforts to complete its water storage tank on or before November 30, 1976. In event the construction is not so completed, the Association will be subject to any damages resulting to Seven Associates as a result of such delay, but otherwise the provisions of this agreement will not be effected.

4. Easements. Seven Associates agrees to provide the Association with deeded easement rights through property owned by it sufficient for construction of a collection, storage and distribution system together with necessary ingress and egress routes for the construction, maintenance and operation of the new distribution system. These easement rights will be those determined to be necessary by the engineer who designs the new system for the Association. Easements for distribution lines will be confined to roadways unless otherwise approved by the Associates.

5. Transfer of the Existing Water Facilities. The Associates hereby transfer to Aspen Acres Association the existing water system, including all tanks, pipes, easements, adverse or prescriptive easement rights, facilities and appurtenances in connection with the existing water system in Aspen Acres 1 and 2, subject to the beneficial interest of third parties in the system. It is understood that all rights of third parties to the system being conveyed will remain unchanged by this transfer. In event a third party claims damage because of the loss of a right in the system by reason of this transfer, then the Association will hold harmless and defend the Associates from such claim.

BOOKM57 PAGE 659

6. Overflow. It is acknowledged by the parties that overflow water is expected from the new tank to be constructed by the Association and it is agreed that any overflow from the proposed tank to be constructed from the existing spring water rights which have heretofore been conveyed to the Association will be made available by the Association to the Seven Associates for their use, provided, however, that Seven Associates secures approval from Mr. Tilden Stillman.

It is further acknowledged that the Seven Associates intend to build a collection and distribution water system to serve their proposed new sub-divisions. It is understood and agreed that the construction costs and costs of water right acquisition for this system will be borne by the Seven Associates and will not be shared by the Association.

7. Streets. It is acknowledged that the streets now being used in Aspen Acres 1 and 2 including the main access route from the highway will also have to be used by the owners of lots to be purchased from the Seven Associates in their new development. It is determined to be fair that some apportionment of the costs of these streets be borne by the parties. It is therefore agreed that Aspen Acres will maintain its own streets within the existing sub-divisions 1 and 2 except that the Seven Associates will be required to construct to standards set by Summit County the following:

(a) The main access way from the County highway through Aspen Acres sub-division 1 and 2 which is from approximately lot 13 through the north side of 161.

(b) Along the south boundary of lot 31 and along the south and west boundary of lot 54 and along the west boundary of lot 55.

Seven Associates will install at its own expense speed checks by means of raised bumps of not less than 4" high every 400 feet on the main access way and around the corner as above set out. Thereafter, the Association will share equally with Seven Associates or at such time as the new association is formed, assumes and is able to pay its proportionate share of the costs of maintaining such access way from the point the main access way leaves the highway through the sub-division on the streets designated in "a" and "b" above.

On or before June 3, 1976, the Association may vote to hard surface the main access way from the main highway through the sub-division and in that event, Seven Associates agrees it will share the costs equally or in event the new association to be formed for the new sub-divisions is qualified to share equally in the costs, then the new Association will share in such costs.

8. Security. Security in the existing sub-divisions has become a difficult problem with a substantial loss of property as a result of vandalism. For that reason, the Association has presently voted to maintain control gates that are to be locked at

all times and that keys be provided subject to Association rules to all persons having an interest in the area. It is agreed that locked control gates shall be maintained if either the Aspen Acres Association or the new Association to be created for the new subdivisions vote for locked gate control. In that event, both associations will have to abide by it. Association members shall be responsible for their invitees, agents and guests with regard to gate control.

9. Recording. It is intended that this agreement shall be recorded and shall be a covenant running with the land effecting all successors in interest in order that notice be given to all persons who have or may in the future have rights in the subdivision. For that purpose, it is acknowledged that this agreement effects rights involved in the following described property located in Summit County, Utah.

The E 1/2 of Sec. 27, T1N, R7E, SLB & M, which description includes Aspen Acres Nos. 1 and 2 which are parts of the above described half sections.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

SEVEN ASSOCIATES INC.

ASPEN ACRES ASSOCIATION

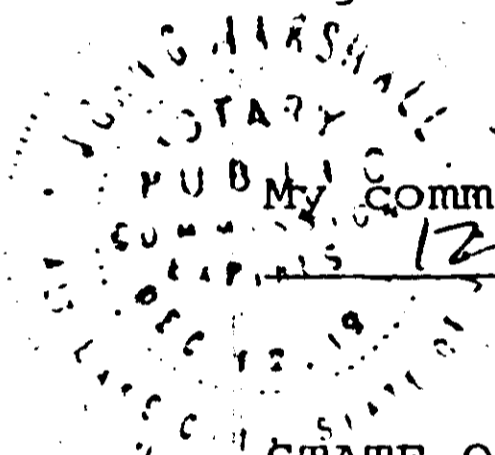
By *M.L. Harris*
M.L. Harris, President

By *Glen R. Penrose*
Glen R. Penrose, President

BOOKM57 PAGE662

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

On the 14 day of March, 1974, personally appeared before me, M.L. Harris, who being by me duly sworn did say that he is the President of Seven Associates and that the foregoing was signed in behalf of the Seven Associates.

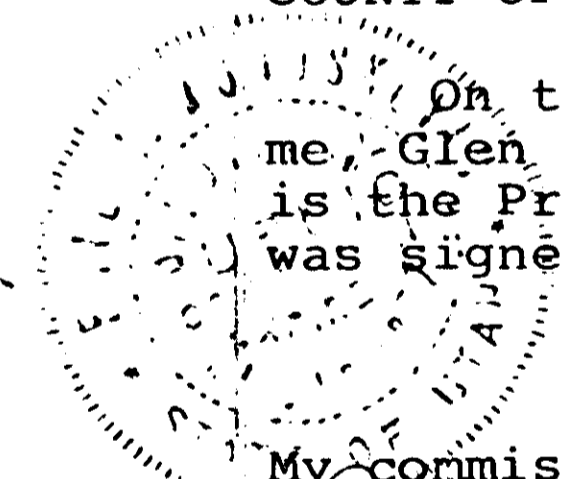


My commission expires: 12/12/76

M.L. Harris
Notary Public
Residing in Salt Lake County, Utah

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

On the 15 day of March, 1974, personally appeared before me, Glen R. Penrose, who being by me duly sworn did say that he is the President of Aspen Acres Association and that the foregoing was signed in behalf of the Association.



My commission expires: Jan 13, 1977

Glen R. Penrose
Notary Public
Residing in Salt Lake County, Utah

BOOK M 57 PAGE 663