

1992

Hi-Country Estates Homeowners Association v. Bagley & Company, et al : Reply Brief

Utah Court of Appeals

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UTAH COURT OF APPEALS
BRIEF

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IN THE UTAH COURT OF APPEALS

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HI-COUNTRY ESTATES HOMEOWNERS)	
ASSOCIATION, a Utah)	
corporation,)	
)	Case No. 920450-CA
Plaintiff/Appellant,)	
)	
vs.)	
)	
BAGLEY & COMPANY, <u>et al.</u> ,)	
)	Priority Classification
Defendants/Appellees.)	No. 16

* * * * *

REPLY BRIEF OF FOOTHILLS WATER COMPANY

On Appeal From The Third Judicial District Court
of Salt Lake County, Honorable Pat B. Brian, Presiding

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OCT 28 1992

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)	Case No. 920450-CA
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LIST OF PARTIES

Hi-Country Estates Homeowners Association, a Utah corporation	Plaintiff- Appellant and Cross-Appellee
Bagley & Company	Defendant, Cross-Appellant
Dr. Gerald Bagley	Defendant, Cross-Appellant
Hi-Country Estates, Inc., a Utah dissolved corporation	Defendant
HI-Country Estates Second, a dissolved Utah Partnership	Defendant
Keith Spencer	Defendant, Counterclaim Defendant and Cross-Appellee
Charles Lewton	Defendant, Counterclaim Defendant and Cross-Appellee
Foothills Water Company, a Utah corporation	Defendant, Counterclaimant, Appellee and Cross-Appellant
J. Rodney Dansie	Defendant
W. Norman Sims	Counterclaim Defendant and Cross-Appellee
William P. Turner	Counterclaim Defendant and Cross-Appellee

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STATEMENT OF JURISDICTION

This Court has jurisdiction over this matter pursuant to Utah Code Ann. § 78-2-2(3)(j).

STATEMENT OF ISSUES

1. Whether the district court properly awarded judgment quieting title to the disputed water system in the name of Foothills Water Company. The standard for review is whether the district court's judgment was clearly erroneous in light of the evidence of record.

2. Whether the district court, in the exercise of its equitable powers, properly conditioned a contemplated award of judgment quieting title in favor of the Homeowners' Association upon the payment of fair compensation within a specified period. The standard for review is whether the district court's decision constituted an abuse of discretion.

3. Whether the district court erred in determining the sum of \$98,500 as just compensation for the water system and water right. The standard for review is whether the district court's determination was clearly erroneous in light of the evidence of record.

4. Whether the district court properly denied the Homeowners' Association's motion for summary judgment on the

issue of fair compensation. The standard for review is whether the district court's decision is sustainable as a matter of law.

5. Whether the district court properly determined that a certain Well Lease and Water Transportation Agreement constitutes a valid encumbrance on the water system. The standard for review is whether the district court's determination was clearly erroneous in light of the evidence of record.

6. Whether the correctness of an interlocutory order of the district court conditioning a contemplated award of judgment quieting title to the disputed water system upon the continuing right of Foothills to transport water through the water system to its customers is properly before this Court. This is a question for law for determination by this Court.

7. Whether the district court erred in dismissing Foothills' Claims against the Association of Messrs. Spencer, Lewton, Sims and Turner for a slander of title. The standard of review is whether the district court's decision was supported by substantial evidence.

DETERMINATIVE STATUTES

Utah Code Ann. § 54-4-21. Valuation of public utilities.

The commission shall have power to ascertain the value of the property of every public utility in this state and every fact which in its judgment may or does have any bearing of such value. The commission shall have power to make revaluations from time to time and to ascertain the value of new construction, extensions, and additions to the property of every public utility; provided, that the valuation of the property of all public utilities doing business within this state located in Utah as recorded in accordance with section 54-4-22 of this chapter shall be considered the actual value of the properties of said public utilities in Utah unless otherwise changed after hearings by order of the commission. In case the commission changes the valuation of the properties of any public utility said new valuations found by the commission shall be the valuations of said public utility for all purposes provided in this chapter.

Utah Code Ann. § 78-40-5. Setoff or counterclaim for improvements made.

When damages are claimed for withholding the property recovered, upon which permanent improvements have been made by a defendant, or those under whom he claims, holding under color of title adversely to the claims of the plaintiff, in good faith, the value of such improvements, except improvements made upon mining property, must be allowed as a setoff or counterclaim against such damages.

STATEMENT OF THE CASE

This action was commenced by Hi-Country Estates Homeowners' Association, a Utah corporation whose shareholders or "members" are the owners of lots within a subdivision in Salt Lake County known as Hi-Country Estates, Phase I (the "Association"). (R. 567).¹ The Association sought an order quieting title in its name to: (1) the water delivery system which serves the subdivision and adjacent areas; (2) the water rights used to supply water through that system; and (3) two parcels of land within the subdivision identified as "Water Tank Lots." (R. 1159-1164).² Foothills Water Company ("Foothills"), the certificated water utility presently operating the water system, counterclaimed seeking an order quieting title its name. Additionally, Foothills sought damages for slander of title against the following for their respective roles in issuing and obtaining various written instruments which the Association has used in a deliberate effort to seize ownership and control of the water

¹ For the convenience of the court, Foothills Water Company has attached a copy of the record below as an addendum to this Reply Brief.

² Although the pleadings do not so indicate, at this point, the Association only lays claim to the part of the system physically located within subdivision boundaries, together with the entire water right.

system and water right from Foothills (R. 346-351, 567):

- (1) Keith Spencer and Charles Lewton, two former officers of the corporation involved in the original subdivision development;
- (2) the Association; and
- (3) W. Norman Sims and William P. Turner, two individual members and former officers of the Association.

On August 25, 1988, this matter came on for trial before the district court, Judge Pat B. Brian presiding. Midway through the examination of the first witness, Judge Brian invited counsel to his bench and inquired whether the proceedings could be substantially simplified by having the parties stipulate to some of the facts and identify, by way of proffers, the evidence which they would present on truly disputed fact issues. Thereafter, the parties agreed to a continuance of the trial for the purpose of attempting to arrive at a stipulated statement of facts. The transcript of the court's proceedings indicates that after the parties had recited their agreement with respect to the procedure to be followed, the court commented that if an evidentiary hearing was required, someone should contact the judge's clerk and arrange such a hearing. (R. 1660 (pp. 28-31)).

On October 14, 1988, the parties filed with the court a Stipulated Statement of Undisputed Facts and Disputed Contentions. In support of its position with respect to the disputed

issues, Foothills prepared and submitted an extensive set of proffers of the testimony of the various individual witnesses who it would call with respect to those issues, supported in large part by affidavits and deposition transcript. No proffers of any kind were filed on behalf of any of the other parties in this action. (R. 453-596, 607-654).

On October 25, 1988, this matter was reconvened before Judge Brian. The parties presented argument with respect to their respective positions, after which the court proceeded to rule on all issues regarding the ownership of the water system, including issues which had been identified by the parties as disputed. The court resolved all ownership issues in favor of the Association, notwithstanding the fact that the only party which had supported its position with respect to those disputed issues by the filing of the proffers was Foothills. (R. 895-905).

The record is unclear regarding what conversations had taken place between the parties' respective counsel and the clerk of the court regarding conducting an evidentiary hearing. Foothills believed, however, that because the other parties had failed to support their positions with respect to the disputed issues by even identifying evidence which they would offer in support of their positions, the court had two options -- either rule in Foothills' favor on all disputed fact issues or, at the

very least, identify those disputed issues of fact on which the court needed to hear evidence in order to render a decision. Accordingly, Foothills filed a motion to reconsider the court's ruling and indicated that the court had resolved numerous significant issues of fact against Foothills without the benefit of any evidence, by way of proffer or otherwise, to support its rulings. (R. 906-908, 927-948). The district court denied Foothills' motion for reconsideration, ruling that by failing to contact the court to schedule an evidentiary hearing, Foothills had waived the right to an evidentiary hearing on the disputed issues of fact. The court, however, offered no explanation as to how it could resolve disputed fact issues against Foothills in the face of uncontroverted proffers of evidence from Foothills on those disputed issues. (R. 1166).

In its ruling from the bench on October 25, 1988, and the resulting Order on Ownership Issues signed by the court October 20, 1989, the court indicated that title to the disputed water systems would be quieted in the name of the Association upon the reimbursement to Foothills and/or Bagley & Company of amounts to be determined by the court at a later evidentiary hearing. (R. 897). The court conducted its evidentiary hearing on the subject of compensation on July 30 and 31 and September 1, 1990. (R. 1953-2504). Finally, on October 31, 1990, the court

entered an order awarding the sum of \$98,500 to Foothills as compensation for the water system, providing that title would be quieted in the name of the Association upon payment of that sum of money any time prior to August 15, 1991. (R. 1626-1628).

Foothills then moved for certification of the court's orders to date pursuant to Rule 54(b) because it did not want to wait an additional ten months before the inevitable appeal could commence. (R. 1557-1565). The Association opposed Foothills' motion, arguing that the parties should be required to wait until the issuance of a final quiet title order because the outcome would depend on whether the money was in fact paid. The district court agreed with the Association. (R. 1573). Consequently, although the court denied Foothills' request for certification, it clarified its prior order by order dated February 5, 1991, to provide that if the sum of \$98,500 was not paid by the Association to Foothills by August 15, 1991, title to the disputed water system would be quieted in the name of Foothills rather than the Association. (R. 1648).

Ultimately, the Association did not pay the \$98,500 as ordered by the district court. Consequently, on August 20, 1992, the district court entered its Quiet Title Order in Favor of Foothills. Accordingly, title to the disputed water system, the

water right and the Water Tank lots was quieted in the name of Foothills. (R. 1931-1935).

**REPLY TO APPELLANT'S RESPONSE TO APPELLEE
FOOTHILLS WATER COMPANY'S STATEMENT OF FACTS**

Foothills replies to the Response of appellant to appellee Foothills Water Company's statement of facts as follows:

1. In reply to paragraph 4 of appellant's Response, the copy of the 1974 Agreement in question was admitted as an exhibit.

2. In reply to appellant's Response, ¶ 6 of the 1977 Well Lease Agreement with Jessie Dansie contains express provisions of that Well Lease providing an ongoing right to Jessie Dansie to use the water system in question. This was recognized by the Judge below.

ARGUMENT

I. THE ASSOCIATION'S ARGUMENT THAT REVERSAL IS REQUIRED BECAUSE OF THE ABSENCE OF FINDINGS OF FACT SUPPORTING THE COURT'S DECISION IS WITHOUT MERIT UNDER CURRENT UTAH LAW.

In their Consolidated Reply and Cross Appeal Brief, the Association argues that this court must reverse the trial court's order quieting title in favor of Foothills because the lower court allegedly failed to make the requisite findings of fact required by Rule 52 of the Utah Rules of Civil Procedure. In this regard, it should be noted that many of the district court's

"findings of fact" are actually conclusions of law. An appellate court is not bound by the trial court's classification of a finding of fact or conclusion of law. 50 West Broadway v. Redevelopment Agency, 784 P.2d 1162, 1171 (Utah 1989). This court, therefore, can determine the proper classification of the district court's "findings of fact" and review them accordingly. Even assuming that this court finds that the district court's findings of fact are properly captioned, the Association's argument is without merit.

In support of its argument, the Association cites Anderson v. Utah County Bd. of County Commr's., 589 P.2d, 1214 (Utah 1979); a case it refers to as the "seminal Utah case construing rule 52." In 1979, Anderson was indeed the standard applicable to issues involving the failure of trial courts to make findings of fact. Recent decisions by both this court and the Utah Supreme Court, however, demonstrate that Anderson is no longer applicable.

For example, in 1980, the Utah Supreme Court cited Anderson as support for the proposition that "the trial court must make findings on all material factual issues raised by the evidence." Sorenson v. Beers, 614 P.2d 159, 160 (Utah 1980). The court liberalized the Anderson standard, however, by affirming the trial court despite allegedly insufficient findings,

stating that "[a]lthough more detailed factual findings would have been appropriate, thereby making explicit that which is necessarily implicit in the court's findings, such additional findings in this case were not mandatory." Id.

In 1983, the Utah Supreme Court again addressed the requirements imposed on trial courts by Rule 52 in Kinkella v. Baugh, 660 P.2d 223 (Utah 1983). The court began its discussion by stating that "the trial court should make findings on all material issues tried by the parties, and a failure to do so is generally considered a reversible error and requires a remand." Id. at 236. As in Sorenson, however, the court again liberalized the Anderson standard by holding that the trial court's failure to make the required findings of fact was harmless error "because the facts in the record . . . [were] clear, uncontroverted, and capable of supporting only a finding in favor of the judgment." Id.

The Kinkella decision represented a generous liberalization of and exception to the Anderson standard. In Acton v. Deliran, 737 P.2d 996 (Utah 1987), the Utah Supreme Court reaffirmed Kinkella as the applicable standard, stating that "[f]ailure of the trial court to make findings on all material issues is reversible error unless the facts in the record are 'clear, uncontroverted, and capable of supporting only a finding

in favor of the judgment.'" Id. at 999 (citing Kinkella, 660 P.2d at 236). The Acton standard remained as the applicable standard for several years. Indeed, Acton was cited with approval by this court on several occasions. See, State v. Trujillo-Martinez, 814 P.2d 596, 600 (Ut. Ct. App. 1991); Palmer v. Palmer, 803 P.2d 1249, 1253 (Ut. Ct. App. 1990); Whitehouse v. Whitehouse, 790 P.2d 57, 65 (Ut. Ct. App. 1990); Lee v. Lee, 744 P.2d 1378, 1380 (Ut. Ct. App. 1987); Epstein v. Epstein, 741 P.2d 974, 977 (Ut. Ct. App. 1987); see also State v. Harrison, 805 P.2d 769, 784 n.26 (Ut. Ct. App. 1991) (citing, without reference to Acton, Kinkella as the applicable standard).

In 1991, however, the Utah Supreme Court announced a further liberalized standard in State v. Ramirez, 817 P.2d 774 (Utah 1991), stating that "in cases in which factual issues are presented to and must be resolved by the trial court but no findings of fact appear in the record, we 'assume that the trier of fact found them in accord with its decision, and we affirm the decision if from the evidence it would be reasonable to find facts to support it.'" Id. at 787 (citation omitted). The court continued by retracing the evolution of the applicable standard as follows:

This court in Acton v. Deliran, 737 P.2d 996 (Utah 1987), stated, "Failure of the trial court to make findings on all material issues is reversible error unless the facts in the record are 'clear, uncontroverted, and

capable of supporting only a finding in favor of the judgment.'" Id. at 999 (quoting Kinkella v. Baugh, 660 P.2d 233, 236 (Utah 1983)). The court of appeals apparently relied on this statement of the standard in its recent decision in State v. Harrison, 805 P.2d 769, 784 n.26 (Utah Ct. App. 1991). Acton's precise wording of the standard, however, is not entirely accurate. It is true that Kinkella v. Baugh, upon which the Acton court relied, did find the trial court's failure to make findings harmless because the facts in the record were "clear, uncontroverted, and capable of supporting only a finding in favor of the judgment." Kinkella, 660 P.2d at 236. However, Kinkella did not say that in all other circumstances, a failure to make findings on all material issues is reversible error. Rather, it is only one ground for avoiding reversal for not making such findings. In finding the error harmless, the Kinkella court cited Corpus Juris Secundum, which lists the "clear and uncontroverted" standard as only one of several ways to avoid reversing a trial court that fails to make findings. See 5B C.J.S. Appeal and Error § 1790 (1958). Furthermore, this court has recognized many other ways, C.J.S. lists as ways to avoid reversing such a trial court. See, e.g., Sorenson v. Beers, 614 P.2d 159, 160 (Utah 1980) (trial court upheld where requisite factual findings that were not made would only make explicit what was already implicit in other findings); Seal v. Mapleton City, 598 P.2d 1346, 1348 (Utah 1979) (presumption that trial court found facts necessary to support judgment); Farrell v. Turner, 25 Utah 2d 351, 355, 482 P.2d 117, 119 (1971) (even without requisite findings, trial court will be upheld if there is competent evidence to support a ruling); Mojave Uranium Co. v. Mesa Petroleum Co., 22 Utah 2d 239, 244 n.7, 451 P.2d 587, 591 n.7 (1969) (presumption that findings, if made, would be in harmony with decision); Mower v. McCarthy, 122 Utah 1, 6, 245 P.2d 224, 226 (1952) (absent findings we affirm if it would be

reasonable to find facts to support conclusion).

Ramirez, 817 P.2d at 787 at n.6. The court continued by summarizing the standard which is now applicable:

In summary, the general rule is best and most inclusively stated as it was set forth in Mower: this court upholds the trial court even if it failed to make findings on the record whenever it would be reasonable to assume that the court actually made such findings.

Id.

Thus, the court made clear that the Anderson standard has not only been liberalized but also abandoned. Accordingly, this court has generously liberalized the applicable standard. For example, in Adams v. Board of Review of Indus. Comm'n, 821 P.2d 1 (Ut. Ct. App. 1991), this court stated that "[a] finding may be implied if it is clear from the record, and therefore, apparent upon review, that the finding was actually made as part of the tribunal's decision." Id. at 5. In sum, Anderson is no longer good law. Recent holdings of this court and the Utah Supreme Court make that clear. The applicable standard currently supported by the Utah Supreme Court and, therefore, in effect in Utah courts, is expressed in Ramirez.

In any event, in its October 20, 1989 Findings of Fact and Conclusions of Law, the court below specifically adopted and incorporated by reference "as its own Findings of Fact, the

parties' Stipulated Statement of Undisputed Facts dated September 16, 1988, paragraphs one through eighty-nine, inclusive." That is the operative document from which the appeal concerning the court's ownership determinations proceeds. Given the court's incorporation of the stipulated facts, any diversion in the October 20, 1989 order should be ineffectual, leaving this court to consider the correctness of the decision based solely on the stipulated facts.

II. THE STIPULATED FACTS REQUIRE QUIETING TITLE
IN FOOTHILLS.

The many "disputed" facts argued by the Association in its brief do not vitiate the stipulated facts which, upon a full reading, require quieting title in Foothills. Moreover, this court can make a decision regarding only what is required by the stipulated facts by reviewing those stipulated facts in detail. The court has the unique opportunity in this matter of having a relatively limited record upon which the court below could have made its decision. Foothills submits that upon review of this limited record this court will conclude that title should be quieted in Foothills.

III. CASE LAW FULLY SUPPORTS THE LOWER COURT'S
RULING THAT FOOTHILLS SHOULD RECEIVE A QUIET
TITLE ORDER IF THE ASSOCIATION DID NOT PAY
THE \$98,500 BY A DATE CERTAIN.

As noted in the Statement of Facts, the trial judge quieted title in the Association provided that the Association pay \$ 95,500.00 to Foothills. In this regard, the trial court ordered that a Quiet Title Order would issue to Foothills if the Association failed to pay Foothills the required \$98,500.00 by August 15, 1991. In their Opening Brief, the the Association challenges this ruling, stating that "counsel for Homeowners has been unable to find a single case of any kind which would support the remedy fashioned by the trial judge here!" Appellant's Opening Brief at 29. The implication of this statement is that because the Homeowner's counsel was unable to find support for the trial court's ruling, such support does not exist. Careful research of the case law addressing the issue, however, indicates that this implication is incorrect.

The basis for the trial court's ruling is Utah Code Ann. § 78-40-5 (1987) and Utah Code Ann. §§ 57-6-1 to 57-6-8 (1990 & Supp. 1992) which allow for the recovery of the value of improvements made in good faith by one party to real property that is subsequently found to be owned by another party. These statutes are commonly known as occupying claimant statutes or betterment statutes. Restatement of Restitution §. 42 at 169

(1937); Fouser v. Paige, 612 P.2d 137, 139 (Idaho 1980). The common law rule from which many of these statutes stemmed was equitable in nature. Id. at comment c. ("[A] court of equity requires one seeking its assistance against an improver of land to do equity by making compensation a condition to relief"). Accordingly, proceedings involving betterment statutes or occupying claimants statutes are equitable in nature. See Rase v. Castle Mountain Ranch, Inc., 631 P.2d 680, 684 (Mont. 1981).

The Association admits that it would have been perfectly proper for the court to order that Foothills receive the value of any improvements made in the water system as a set-off or counterclaim against damages claimed by the Association. The Association's Opening Brief at 27. Similarly, it would have been proper for the court to impose a lien in favor of Foothills. Both of these statements, however, imply that in resolving this dispute, the court was bound by rigid rules of law. This implication is incorrect. Indeed, "[c]ourts of equity are not bound by cast-iron rules. The rules by which they are governed are flexible and adapt themselves to exigencies of the particular case." Maddox v. Norman, 669 P.2d 230, 236 (Mont. 1983). In this regard, a court sitting in equity has all the power requisite to render complete justice between the parties. Id.; Strahan v. Bush, 773 P.2d 718, 721 (Mont. 1989). "[T]his

includes the power to fashion an equitable result." Maddox, 669 P.2d at 237.

Applying the principles discussed above, other courts have fashioned remedies similar to the remedy fashioned by the trial court in this case. For example, in Castle Mountain Ranch, a Montana trial court was faced with resolving a dispute involving cabin sites which surrounded a lake about 15 or 20 miles from Deer Lodge, Montana. These sites were owned until 1972 by Rock Creek Irrigation, Inc., a subsidiary of Williams and Tavenner, Inc. ("W&T") which operated a surrounding ranch. In 1972, W&T sold the ranch, including the lakeshore property, to Ward Paper Box Co. ("Ward"). Subsequently, the ranch was transferred to Castle Mountain Ranch, Inc. Louis Ward was the principal shareholder or Owner of both Ward and Castle Mountain Ranch, Inc.

The plaintiffs were owners of summer homes and cabins around the lake. From 1922 until 1972, the plaintiffs and their predecessors, who were friends, neighbors and employees of the ranch owners, built and improved summer homes on the lakefront property with the consent and permission of W&T. The relationship between the cabin owners and ranch owners was amicable for at least 50 years. The cabins were expanded, renovated, modernized, improved, inherited, bought and sold without interference from the ranch owners.

Originally, the relationship between the cabin owners and ranch owners was not reduced to writing. In 1963, however, the cabin owners signed documents prepared by the ranch owners' attorney entitled "license agreements" which included, inter alia, a termination provision. W&T never served notice of termination as required by the termination provision on any of the cabin owners. Additionally, from 1963 to 1972, the license agreement was breached in many respects by several owners without objection.

In 1969, one of the ranch owners died and eventually the ranch was sold to Ward. Attached to the contract was a schedule of the license agreements. Louis Ward requested that W&T terminate the license agreements. One of the ranch owners testified, however, that they refused to do so, adding that if termination of the license agreements had been a condition of the sale, the ranch owners would not have agreed to the sale. After the property was transferred on July 11, 1973, however, the new owners sent each of the cabin owners a termination notice.

Subsequently, the cabin owners filed an action seeking injunctive relief and an order quieting title in their cabins and establishing permanent easements. The trial court found that although the cabin owners had no right, title or interest in the property, the conduct of W&T created a constructive trust in the

improvements placed on the property by the cabin owners. This constructive trust was imposed upon Ward as an equitable lien on the property in favor of the cabin owners. The court determined that the equitable lien could be satisfied by a continued use of the property by the cabin owners for a reasonable period of time or by compensation and money paid by Ward to the cabin owners for the value of the structures. Ward appealed.

On appeal, the Montana Supreme Court could have insisted that the trial court adhere to rigid rules of law regarding the creation and imposition of liens. Similarly, the appellate court could have required that the trial court comply with strict formalities regarding counterclaims or set-off claims. The court, however, correctly stated that "[a] court sitting in equity causes is empowered to determine the questions involved in the case and to do complete justice," adding that "[t]he court has all of the power requisite to render justice between the parties" Castle Mountain Ranch, 631 P.2d at 687. With these concepts in mind, the court affirmed the trial court's ruling, summarizing its opinion by simply stating: "We find the result is equitable." Id. In other words, the court acknowledged that a court sitting in equity has the power to fashion an equitable result. Maddox, 669 P.2d at 237.

The reasoning of the Montana Supreme Court in Castle Mountain Ranch is directly applicable to this case. The trial court in this case could have complied with legal formalities regarding the imposition of liens and the filing of set-off claims and counterclaims. As noted above, however, a court sitting in equity is bound not by rigid rules of law but by rules which are flexible and adaptable to the facts of a given case. Maddox, 669 P.2d at 236. Additionally, as acknowledged by the Montana Supreme Court in Castle Mountain Ranch, a court sitting in equity has the power to fashion an equitable result. Id. at 237. The trial court in this case exercised its equitable powers appropriately and with discretion by fashioning a remedy which was fair to both parties in light of all the relevant facts. Accordingly, this court should affirm the trial court's ruling in this regard.

IV. UTAH CODE ANN. § 54-4-21 IS NOT APPLICABLE TO THIS MATTER.

The Association cites Utah Code Ann. § 54-2-21 as support for its argument regarding the district court's proceedings concerning valuation. This provision, however, is a Public Service Commission ratemaking statute. Accordingly, this provision is not applicable to this matter.

The Association also cites Utah Power & Light Co. v. Public Service Commission, 107 Utah 155, 152 P.2d 542 (1944) as support for its argument.³ This opinion, authored by Justice Wolf, is the seminal Utah case concerning the use of cost versus value for utility rulemaking purposes. In Utah Power & Light, Justice Wolf points out that Federal Power Commission v. Hope Natural Gas Company, 320 U.S. 591, 64 S.Ct. 281 (1944), which had been decided subsequent to Utah Power's appeal, effectively eliminated Utah Power's argument that valued-based rulemaking, not cost-based rulemaking, was constitutionally required. Justice Wolf, therefore, was left to decide if any of the governing Utah statutes required that the value of property be used in setting rates.

Justice Wolf determined that none of the Utah statutes required that the Public Service Commission utilized the value of utility property, instead of its cost, for setting rates. Justice Wolf's opinion, however, was limited to that specific holding. Indeed, nothing in his opinion indicates that he intended for his decision to extend beyond the appropriate rate setting methodology for a utility. The Association, however, cites

³ The Association misstates the citation of this case at page 38 of its brief, but it is clear from the quote at pages 38 and 39 that it is the 1944 case to which they refer.

Justice Wolf's opinion as support for the argument that a determination by the Commission in setting rates may bind the utility in a wholly different context. Justice Wolf's opinion does not support this proposition. Additionally, the absurdity of the Association's argument can be seen with one example. Certainly, the depreciated cost of an electric utility's power plant, which would be used in setting rates, would not be the "value" used in a proceeding to condemn the power plant brought by another at utility. The last sentence of Utah Code Ann. § 54-4-21 makes it clear that such a result is not the purpose of that statute, providing that commission charges in valuation "shall be the valuation of said public utility for all purposes provided in this chapter." *Id.* (Emphasis supplied). The purposes described in that chapter are limited to calculating appropriate rates for a utility. In sum, both Justice Wolf's opinion and the language of § 54-4-21 make it clear that § 54-4-21 is not applicable to this matter.

V. THE 1977 WELL LEASE WAS A RECORDED DOCUMENT WHICH SPECIFICALLY GRANTS RIGHTS WHICH CONTINUE AFTER ITS EXPIRATION.


In its point V, the Association fails to point out that the existence and recording of the Well Lease Agreement was stipulated to. The Association also failed to note that the express language of that recorded document provides that certain rights and obligations continue past the expiration of the term of the document. The Judge below recognized that although the obligation of Mr. Jessie Dansie to deliver water to Foothills' predecessor ended at some point, the owner of the system had agreed that Mr. Dansie's right to be reimbursed for certain pumping costs, as well his entitlement transported water through the system, continued beyond that expiration term so long as the system existed. The stipulated facts and the clear language of the Well Lease Agreement compel the decision reached by the court below.

CONCLUSION

This court is presented with a fairly unique record. Foothills asks simply that the court review the stipulated facts, which are incorporated in the district court's findings of fact, and conclude that those facts are reconcilable only with the court's ultimate decision -- title should be quieted in Foothills. Even if this court concludes that the stipulated facts do not compel a decision that title be quieted in Foothills,

Foothills submits that the equitable remedy fashioned by the district court was appropriate under the circumstances. The Association concedes that the court could have imposed a lien. In legal effect, the court did impose a lien and when the Association failed to satisfy that lien, the court quieted title in Foothills. Having conceded that a lien could have been placed, the Association is forced to argue form over substance in challenging the court's equitable determinations below. For the reasons set forth above, the Association's argument fails.

DATED this 27th day of October, 1992.



VAL R. ANTCHAK
of and for
PARSONS BEHLE & LATIMER
Attorneys for Appellee Foothills
Water Co.

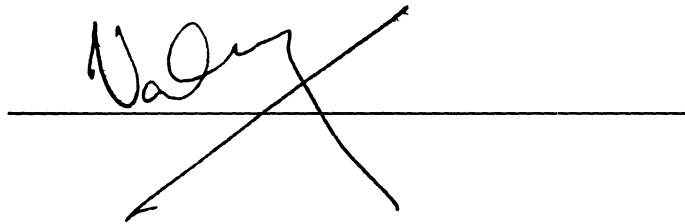
MAILING CERTIFICATE

I hereby certify that I caused to be mailed, postage prepaid, a true and correct copy of the foregoing REPLY BRIEF OF FOOTHILLS WATER COMPANY to the following on this 27th day of October, 1992:

LARRY R. KELLER
257 Towers, Suite 340
257 East 200 South - 10
Salt Lake City, Utah 84111

RALPH J. MARSH
BACKMAN, CLARK & MARSH
68 South Main, #800
Salt Lake City, Utah 84101

VRA/102392A

A handwritten signature, possibly "V. J. Marsh", is written above a horizontal line. A large, bold "X" is drawn over the signature and the line.

ADDENDUM

Tab A

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IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY

STATE OF UTAH

* * * * *

HI-COUNTRY ESTATES HOMEOWNERS)
ASSOCIATION, a Utah corporation,)
) Plaintiff,)
) vs.)
) BAGLEY & COMPANY, a Utah)
corporation et al.,)
) Defendants.)

STIPULATED STATEMENT OF
UNDISPUTED FACTS AND
DISPUTED CONTENTIONS

FOOTHILLS WATER COMPANY, a Utah)
corporation,)
) Counterclaimant,)
) vs.)
) HI-COUNTRY ESTATES HOMEOWNERS)
ASSOCIATION, a Utah corporation,)
et al.,)
) Counterclaim)
Defendants.)

Civil No. C85-1464

Judge Pat B. Brian

* * * * *

INTRODUCTION

The core issue in this action is the ownership of the water system and the water right used to supply water to a subdivision in Herriman, Utah, known as Hi-Country Estates, Phase I, together with certain other adjacent property.

Plaintiff, the Hi-Country Estates Homeowners Association ("Homeowners Association"), seeks to quiet title to the system and the water right in its name. In response, defendant Foothills Water Company ("Foothills") seeks to quiet title to the system and the water right in its name and, in addition, seeks damages from the plaintiff, two of the plaintiff's individual members, and two of the individuals involved in the development of the subdivision as a result of certain of their actions which Foothills claims constitute a slander of its title to the system. Defendant Dr. Gerald Bagley and his companies have also counter-claimed against plaintiff claiming that, if plaintiff is successful in quieting title to the system in its name, they are entitled to recover the cost of improvements made by them at their expense to the system, and operating costs, during the period in which they owned and operated it. The Homeowners Association responds that Dr. Bagley and his companies were compensated for those expenditures through lot sales and water revenues.

The parties hereto submit to the court the following statement of undisputed facts, together with an identification of the factual issues still in dispute. Separate proffers of the

testimony that would be presented at trial on the factual matters still at issue are submitted herewith. The trial exhibits are likewise submitted to the Court herewith.

UNDISPUTED FACTS

1. Plaintiff, Hi-Country Estates Homeowners Association, is a Utah corporation in good standing. Its "shareholders" or "members" are owners of lots within the subdivision in the southwestern part of Salt Lake County known as "Hi-Country Estates, Phase I" ("the Subdivision").

2. Defendant and counterclaimant, Foothills Water Company, is likewise a Utah corporation in good standing. It was originally formed by Dr. Gerald Bagley in 1983. Foothills is, and has been since 1985, the current certificated utility serving the Subdivision (and certain other surrounding properties), and provides water service to the lot owners within the Subdivision, pursuant to tariffs approved by the Utah Public Service Commission.

3. Defendant W. Norman Sims is a member of the Homeowners Association by virtue of his ownership of two unimproved lots within the Subdivision and is the current President of the Homeowners Association. Mr. Sims does not, however, actually reside within the Subdivision.

4. Defendant William P. Turner is a resident of the Subdivision and a member and former officer of the Homeowners Association.

5. Defendant J. Rodney Dansie is the owner of Lot 51 of the Subdivision. Mr. Dansie is also the current sole owner and President of Foothills Water Company.

6. Defendant Bagley & Company is not, in fact, a Utah corporation. It was at one time a general partnership and now is simply a name used to identify Dr. Bagley's collective enterprises. Likewise, the name "Bagley Enterprises" has been used to identify Dr. Bagley's collective enterprises.

7. Dr. Gerald Bagley is the former owner and former President of Foothills Water Company and one of the original developers of the Subdivision and the water system.

8. Defendant Keith Spencer is a Wyoming resident who, at one time, was involved as a developer of the Subdivision, as both a limited partner in Hi-Country Estates, Second and an officer of Hi-Country Estates, Inc.

9. Defendant Charles E. Lewton is likewise a Wyoming resident who at one time, was involved as a developer of the Subdivision, as both a limited partner in Hi-Country Estates, Second and an officer of Hi-Country Estates, Inc.

10. In 1970, Dr. Bagley (and his wife) agreed to purchase from Tony and Bette Lou Nicoletti the real property which was later developed into the subdivision. At the time, the property was essentially undeveloped ground.

11. Exhibit A is a true and correct copy of the contract by which the Bagleys purchased that property from the Nicolettis.

12. Subsequently, the Bagleys assigned their contract purchasers' rights to a partnership which Dr. Bagley and others had formed, known as Hi-Country Estates, Second, the limited partners in which were Dr. Bagley, Mr. Lewton, Harold Glazier and W. Gardner Schmutz. Exhibit B is a true and correct copy of the assignment from the Bagleys to Hi-Country Estates, Second of their contract purchasers' rights, and Exhibit C is a true and correct copy of the Certificate of Limited Partnership of Hi-Country Estates, Second.

13. Hi-Country Estates, Inc. was a Utah corporation formed by Dr. Bagley, Mr. Lewton, and others in 1970, and was the general partner Hi-Country Estates, Second.

14. At about the same time, a Trust Agreement was entered into by that partnership, the Trust Department of Zions First National Bank, and the Nicolettis, under which the Bank would take title to the property, remit payments on the contract to the Nicolettis, and thereafter deed the property out to purchasers of lots within the subdivision, as per the instructions of the developer.

15. Exhibit D is a true and correct copy of a letter from Zions Bank to Charles Lewton indicating the bank's

willingness to act as trustee in connection with the Subdivision development.

16. Exhibit E is a true and correct copy of the Trust Agreement entered into with respect to the property.

17. Exhibit G is a true and correct copy of the Warranty Deed from the Nicolettis to Zions Bank, pursuant to their original agreement with Dr. Bagley and the subsequent Trust Agreement under which the Bank agreed to act as Trustee.

18. The Nicolettis were ultimately paid in full and Zions Bank did convey a number of lots in the subdivision to purchasers.

19. In late 1970 or early 1971, planning and construction of the water system for the Subdivision commenced.

20. Exhibit F is a true and correct copy of the original blueprints drawn up for the water system by Bush & Gudgell, Inc., the engineering firm hired to draw the plans and oversee the construction of the system. Bush and Gudgell also obtained Health Department approval and filed the initial Water Right Change Application.

21. The water system for the area was built over a period of years and operated by various entities at various times. Dr. Bagley was the person who originally arranged for construction of the original water system within the subdivision. He paid for at least a portion of that construction before he withdrew from the development.

22. During the early years of the subdivision, the water system had one water tank and derived its water from a water right originally belonging to an individual named Butterfield.

23. The water for the system was originally pumped from a well located on Lot 51 of the subdivision, which at the time belonged to Harold Glazier, under a Well Lease Agreement. The water right originally used at the well on Lot 51 and now used at a different location is in dispute in this action: for ease of identification, it will be referred to herein as the "Glazier Well Water Right."

24. Exhibit J is a true and accurate copy of the recorded Subdivision plat for the Subdivision.

25. The Subdivision plat contains an "Owners Dedication", which provides in relevant part as follows:

Know all men by these presents that we, the three undersigned owners of the hereon described tract of land, having caused same to be subdivided into lots, rights-of-way and streets to be hereafter known as Hi-Country Estates, a Subdivision, do hereby dedicate for perpetual use of the lot owners herein all parcels of land shown on this plat as intended for use as road right-of-way and bridle paths except those parcels of land shown on this plat as intended for public use. Use of lots shall be subject to the Hi-Country Estates Protective Covenants.

We do also hereby dedicate for the perpetual use of the public all parcels of land shown in parcel "A" as intended for public use.

26. Exhibit K is a true and accurate copy of the protective covenants recorded in the Salt County Recorder's Office with respect to the Subdivision.

27. The subdivision plat shows that there are two locations designated for water tanks. There are lines and dimensions shown on the plat for these sites, but it is not clear from the plat whether the sites were intended as separate parcels, common areas or easements.

28. One of the sites lies between Lots 81 and 104 and has never been used as a location for any part of the water system.

29. The original tank and part of the original booster pumps, controls, etc., were (and are) located on a small area, roughly rectangular in shape, which might be interpreted, based on the plat map, as being either a part of Lot 67 or a separate parcel adjacent to it.

30. The tank, booster pump house and related equipment were located on the property in plain view, several years before any interest in Lot 67 or the water tank site was ever sold or conveyed by the developers to anyone.

31. In 1971, Dr. Bagley and one of the other developers, Harold Glazier, withdrew from the project and sold their interests therein to the sole remaining developer, Charles Lewton. Exhibit I is a true and correct copy of the agreement by

which Dr. Bagley and Mr. Glazier sold their remaining interest in Hi-Country Estates, Inc. and Hi-Country Second to Charles Lewton.

32. Subsequently, Keith Spencer joined Mr. Lewton in managing the development and became a limited partner in Hi-Country Estates, Second and a shareholder of Hi-Country Estates, Inc.

33. In 1973, Messrs. Spencer and Lewton, together with their attorney, Everett Dahl, formed a corporation known as Hi-Country Estates Water Company. That company charged service connection fees and provided water service to customers within the Subdivision as homes were built and connected to the system.

34. Exhibit L is a true and accurate copy of the Articles of Incorporation of Hi-Country Estates Water Company.

35. Messrs. Spencer and Lewton later decided to sell the development back to Dr. Bagley.

36. Mr. Spencer and Mr. Lewton entered into two Agreements with Dr. Bagley, in 1973 and 1974, respectively, by which certain property was sold by Hi-Country Estates Second to Dr. Bagley.

37. A second phase of the development, known as Hi-Country Estates, Phase II, had been begun and some properties in that area had been sold. That area was not, however, within the platted subdivision identified in the Salt Lake County records as Hi-Country Estates, and property owners in that area are not members of the plaintiff Homeowners Association.

38. Exhibit M is a true and correct copy of the 1973 agreement between Dr. Bagley and Hi-Country Estates Second, as recorded with the Salt Lake County Recorder's Office. The specifically described real property in that agreement is property within Phase II, and not within the Subdivision.

39. As noted below, Foothills and Dr. Bagley claim that Exhibit N is a true and correct copy of the 1974 agreement referred to above, while plaintiff contests the authenticity of Exhibit N as a true and accurate copy and contends that the document has been altered. All parties to the agreement have identified Exhibit N as a true and accurate copy of that 1974 agreement.

40. Dr. Bagley fully performed and discharged all of his obligations under the 1973 and 1974 agreements.

41. In 1975, all ownership and assets, if any, of Hi-Country Estates Water Company were transferred to Dr. Bagley. Exhibit O is a true and accurate copy of the document by which that transfer was made.

42. In 1976, Hi-Country Estates Water Company was involuntarily dissolved. Exhibit R is a true and accurate copy of the Certificate of Involuntary Dissolution of Hi-Country Estates Water Company.

43. In 1979, Hi-Country Estates, Inc. was involuntarily dissolved. Exhibit S is a true and accurate copy of the

Certificate of Involuntary Dissolution of Hi-Country Estates, Inc.

44. When he reacquired the Hi-Country properties, Dr. Bagley resumed operation of the water system using the Glazier Well Water Right. At about that time and thereafter, Dr. Bagley made substantial repairs and capital improvements to the system, including the construction of a second tank, addition of pumps and lines, replacement of booster lines, and connection to an additional well leased from Jesse J. Dansie.

45. In 1977, Dr. Bagley entered into a Well Lease Agreement with Jesse Dansie and used the well leased thereby, located on property owned by Mr. Dansie outside of the subdivision, to supply water to the system. Exhibit EEE is a true and accurate copy of that Agreement, as amended. The Glazier Well Water Right is the current water right used at the Dansie well to supply water from the Dansie well. The 1977 Dansie Well Lease Agreement granted to Jesse Dansie a right to certain quantities of water and the right to transport water through the system. Jesse Dansie claimed an interest in the water system as a consequence of that Well Lease and in 1977 filed a Notice of Interest in Real Property (Exhibit VV) with the County Recorder giving notice of that claim. Jesse Dansie has died since the filing of that notice of interest and his interest is now the property of the Dansie Family Trust, which is not a named party to this action.

46. From 1973 through 1977, one of the real estate salesmen in the project, John Thomas, was employed to operate the system and collect the bills on behalf of Dr. Bagley.

47. Subsequently, Mr. Thomas asked to be relieved of those duties and Dr. Bagley retained the services of Mr. Dansie, the current owner and operator of Foothills Water Company, to operate and maintain the system.

48. Mr. Dansie operated and maintained the system for a period of time as an employee of Dr. Bagley and/or one of his entities.

49. On or about September 25, 1975, Messrs. Spencer and Lewton executed quit-claim deeds for roads, on behalf of Hi-Country Estates, Inc. and Hi-Country Estates, Second in favor of the Homeowners. Exhibits P and Q are true and accurate copies of those quit-claim deeds.

50. The two 1975 deeds purported to convey all "roads, easements and common areas" and both recited that they were "subject to water line and other utilities along and under the road."

51. In 1980, Gerald Bagley transferred the water system, water right and all related property interests to an entity known as "Jordan Acres," a limited partnership. Exhibit LL is a true and accurate copy of the document effecting that transfer.

52. Subsequently, the water system, water right and all related property interests were transferred from Jordan Acres to Foothills Water Company. Exhibit MM is a true and accurate copy of the document effecting that transfer.

53. In approximately 1982, an issue arose with respect to the property taxes assessed to the water system located on the plat, including the water tank sites. At that time, the Homeowners Association wrote to Dr. Bagley and forwarded to him tax notices they had received with respect to the water system and the water tank parcels noting that the Homeowners Association did not own the water system and that Dr. Bagley was responsible to pay the taxes.

54. Exhibit BB is a true and accurate copy of that letter.

55. The rolls of the Salt Lake County Assessor's Office show that in 1977, the County began assessing the parcels shown on the plat as water tank sites to the Homeowners Association, together with the roads and bridle paths.

56. The listing by the County of the Homeowners Association as record owner of the disputed water tank sites was apparently based upon the conclusion of one or more employees of the County Recorder's office that the tank sites were common areas. Assuming the sites are not common areas, then no deeds purporting to convey those specific parcels of property were ever given by or to anyone prior to 1985.

57. The assessment originally was sent to Zions Bank as Trustee and was later changed over to the Homeowners Association.

58. The "water tank lots" and the "water lines" each now have a tax identification number separate from that of the roadways. The County's tax records continue to show the tank sites and the water lines in the name of the Homeowners Association.

59. Dr. Bagley and his organization sometimes allowed taxes on property within the subdivision to become delinquent.

60. As a consequence, taxes on the water tank sites became delinquent in 1984 and the County scheduled those parcels for tax sale.

61. Dr. Bagley's employees who were responsible for such matters became aware of the tax delinquencies and obtained a cashier's check for the amount of the taxes owing (approximately \$15,000.00), and appeared at the Assessor's Office and paid the taxes.

62. Exhibit CC is a true and accurate copy of the bid document signed by one of Dr. Bagley's employees, Wells D. Halverson, who paid the taxes. Exhibit CC recites that a deed is to be issued in the name of Hi-Country Estates Homeowners Association with a mailing address in care of Bagley Enterprises, but Mr. Halverson has testified that that part of the document was not filled in when he paid the money and signed the document.

63. Exhibit FFF is a true and accurate copy of a document entitled "Temporary Receipt No. 242" found in the official records of the Salt Lake County Treasurer. That Exhibit indicates that the taxes were "received of Hi-Country Estates Homeowners Assn." The circumstances of the creation and execution of that document are unknown.

64. The practice of the County in connection with property scheduled for sale was that, if the owner of the property appeared at the sale with the funds to pay the taxes, the property would not be let out to bid and the owner would be permitted to, in effect, "redeem" the property by paying the taxes and having the tax deed issued to him. (The law allows the owner of property sold at tax sale to redeem the property any time within five years after the conduct of the tax sale by paying the taxes.)

65. Mr. Halverson has testified that he did not intend to pay the \$15,000 on behalf of the Homeowners and indicated that he was paying those taxes for Bagley Enterprises.

66. The Bid for Tax Deed (Exhibit CC) was signed by Halverson. Mr. Halverson has testified that when he signed the form, it did not indicate that the Deed be issued to Hi-Country Estates Homeowners Association and that it was not his intent that the Deed be issued to the Homeowners.

67. Therefore, when the money was paid, the County, acting on the assumption that the property had been "redeemed" on

behalf of the Homeowners Association, issued a tax deed to the two "water tank lots" in the name of the Homeowners Association. Exhibit DD is a true and accurate copy of the Tax Deed issued by the County in 1984.

68. Mr. Sims and another member of the Homeowners Association, Reginald Farnell, attended the tax sale on behalf of the Homeowners Association.

69. At about this time, the Homeowners Association and some of its individual members had become engaged in a dispute with Dr. Bagley's organization over the rates being charged for water within the subdivision. The water company was losing substantial amounts of money every year, was unable to pay its bills, and therefore had increased its rates significantly.

70. The members of the Homeowners Association, including Turner and Sims, were aware that Dr. Bagley's organization had, since Dr. Bagley's reacquisition of the development, operated, made capital improvements on, and claimed to own the system.

71. Mr. Turner and another member of the Homeowners Association named Reginald Farnell, at the direction of Mr. Sims on behalf of the Homeowners, began to do research to determine the history and status of the title to the water system and any of its water rights.

72. The Homeowners discovered that, so far as the official records were concerned, title to the property on which

the water tank was located, and also the title to the "Glazier Well Water Right," could still be considered to be in the name of Zions Bank or Hi-Country Estates, Inc.

73. Exhibit UU is a true and accurate copy of some of the minutes of the Homeowners Association reflecting some of the discussions regarding obtaining ownership to the water system during the relevant time period between August of 1981 and September of 1987.

74. Thereafter, Mr. Turner persuaded the trust officer of Zions Bank responsible for the Hi-Country Estates trust matters, J.R. Moss, to provide the Homeowners Association with quit-claim deeds to the two "water tank parcels" and also to request quit-claim deeds from the former officers of the defunct Hi-Country Estates, Inc. and Hi-Country Estates Second, Messrs. Spencer and Lewton.

75. Mr. Moss, apparently acting in his capacity as a trust officer of the bank, prepared quitclaim deeds for the tank lots for the Bank's signature, had them executed, and caused them to be recorded. Exhibits II and JJ are true and correct copies of those quitclaim deeds. Mr. Moss also prepared the requested quit-claim deeds for the two defunct entities and forwarded them to Messrs. Spencer and Lewton for signature. Exhibits EE, FF, GG and HH are true and correct copies of those quitclaim deeds.

76. Messrs. Spencer and Lewton signed the requested quit-claim deeds and returned them to either Mr. Moss or someone

connected with the Homeowners Association. The acknowledgements of those deeds were made in Casper, Wyoming, but Mr. Lewton did not sign the quit-claim deeds in Casper.

77. In June of 1985, Messrs. Spencer and Lewton also signed an Assignment of Application purporting to assign on behalf of Hi-Country Estates, Inc. the Glazier Well Water Right to the Homeowners Association. Exhibit KK is a true and correct copy of that document.

78. The Bank or the Homeowners' Association recorded the deeds from Messrs. Spencer and Lewton and the Homeowners Association recorded the Assignment of Application with the State Engineer's Office.

79. The Homeowners Association has never paid any amount to anyone to expressly purchase the water system or the Glazier Well Water Right.

80. The Homeowners Association has claimed to own the water system since late 1984 or early 1985 by virtue of the recorded subdivision plat, the 1975 quit-claim deeds and the 1984 tax deed.

81. After a period of time, Dr. Bagley began to have difficulties paying Mr. Dansie for his services. Mr. Dansie filed Mechanics' liens on the system to secure those debts. Exhibits WW, XX, YY and ZZ are true and accurate copies of the Notices of Lien filed by Mr. Dansie on the water system and water right. Eventually, in an effort to satisfy part of his

obligations to Mr. Dansie for his services, Dr. Bagley transferred to Mr. Dansie both his stock in Foothills Water Company (the company which Dr. Bagley had formed to own and operate the water system), and the assets of that company and other property.

82. Exhibits NN and PP are true and accurate copies of the documents effecting that transfer.

83. During rate setting proceedings before the Public Service Commission in January of 1986, the Homeowners Association challenged Foothills' inclusion of the water system as a capital investment in its rate base, arguing that the system belonged to the Homeowners Association. As a result of this conflicting claim, the Public Service Commission only allowed Foothills to include \$12,606.00 in capital investment in the utility's rate base, pending resolution of the ownership dispute.

84. The Homeowners Association likewise challenged Foothills' inclusion of property taxes in its expenses and argued that those taxes were assessed to the Homeowners Association and could therefore not be claimed as an expense by Foothills. To prevent having those taxes included as an expense in setting water rates, the Homeowners Association offered and agreed to pay the property taxes on the water system directly. The Public Service Commission therefore ordered the homeowners to pay the property taxes on the system and excluded those taxes from the expenses Foothills Water Company was allowed to recover through

its water rates until the issue of title to the water system had been resolved.

85. Pursuant to that Order, the Homeowners Association in 1987 paid the real property taxes assessed to the water tanks and "water tank lots" by Salt Lake County for the years 1984 through 1988. The taxes for 1985, 1986 and 1987 were centrally assessed by the State Tax Commission to Foothills Water Company and were, at the same time, being assessed by Salt Lake County in the name of the Homeowners Association. The taxes on the system remained unpaid until Foothills, in 1987, requested a reduction of the taxes for the years 1984 through 1987. In 1987, the County approved a settlement of the taxes by abating the taxes for the year 1986 and reducing the taxes for 1984, 1985, and 1987 to an aggregate total of \$1,019.73. Foothills then requested that the taxes be paid by the Homeowners Association, pursuant to the Order of the Public Service Commission, and the Homeowners Association, in fact, paid those taxes pursuant to that Order.

86. On or about February 27, 1987, Dr. Gerald Bagley purporting to act as the President of Hi-Country Estates Inc., executed an Assignment of Application in favor of Foothills Water Co. Exhibit GGG is a true and accurate copy of that document.

87. On March 24, 1987, the Water Rights Division of the State of Utah Department of Natural Resources wrote a letter to Foothills stating that the Division was "unable to process [that] application as the file shows a previous assignment from

Hi-Country Estates, Inc. to Hi-Country Estates Homeowners Association."

88. The title abstract located in the file of the Water Rights Division reflects a transfer of title to the Glazier Well Water Right from Joseph Butterfield to Hi-Country Estates, Inc. in 1971, and from Hi-Country Estates, Inc. to the Homeowners Association in 1985 and does not reflect any other record transfers of title.

89. Prior to 1987, a survey was performed which disputed the original survey of the subdivision and indicated that access to the main water tank located in lot 67 was not possible without traversing property owned by Gary A. and Carol W. Buhler, and that the original tank was bisected by the property lines and sat in part upon property owned by the Buhlers. On or about June 12, 1987, the Buhlers quit-claimed to the Homeowners Association a described portion of Lot 67, with the intention of giving to the Association title to the ground upon which, according to the new survey, a part of the tank sits and which is crossed by the access road. Exhibit III is a true and accurate copy of that deed.

DISPUTED FACTS

PLAINTIFF'S DISPUTED CONTENTIONS

1. The Homeowners Association is the successor-in-interest to the original developer, Hi-Country

Estates Inc. and Hi-Country Estates Second, and has succeeded to the interests and rights of the original developers.

2. The original developers built the water system in order to be able to more readily sell lots. The Homeowners have paid for the water system as part of their lot purchase prices.

3. There has been no legal and proper transfer of the water system by Hi-Country Estates Inc. to Bagley, Foothills or any other entity with the exception of the Homeowners Association.

4. If there was a transfer of the water system or water system assets to Bagley or any of his entities by the developers, it was intended to be in trust to be held by Bagley until the Homeowners Association was of sufficient size to operate the system itself.

5. Over a period of time, there arose confusion over the roles of owners of the water system (Homeowners Association), and the operator of the system (Bagley) until the Homeowners Association for a time mistakenly believed that Bagley was the owners as well as the operator of the system.

6. Bagley lacked the capacity to legally and properly transfer the water system to any entity other than the Homeowners Association.

7. The mechanics liens filed by Dansie and Foothills are void and invalid having been satisfied by the entity (Bagley) who contracted for them.

8. Plaintiff has incurred substantial legal fees in contesting the liens filed by Dansie and Foothills as well as establishing its (the Homeowners Associations) right, title and interest in the water system.

9. The "Glazier Well Water Right" was properly and transferred to the Homeowners Association and is currently vested in its name only and not in anyone else's.

10. The actions of the Homeowners Association and Counterclaim Defendants Sims and Turner in contesting Foothills' ownership of the water system were undertaken in good faith and in reliance upon public documents.

11. In late 1974, there was a special Homeowners Association meeting during which Keith Spencer, one of the original developers on behalf of Hi-Country Estates Inc. resigned as a Director of the Homeowners Association, and indicated that the assets of Hi-Country Estates, Inc., including the water system, now belonged to the Association.

12. Purchasers of lots in the subdivision were told by the developers and their sales agents that the Homeowners Association would own and operate the water system.

13. When Messrs. Sims and Farnell attended the 1984 tax sale, they were prepared to pay the taxes on behalf of the Homeowners Association should Dr. Bagley fail to pay them.

14. It was intended by all parties that the deed from the tax sale on the water system would vest title in the Homeowners Association.

15. The Homeowners paid valuable consideration for their interest in the water system and the deeds supporting that ownership through their lot purchases, maintenance on the system, and payment of property taxes.

16. The 1974 agreement between Hi-Country Estates Second and Bagley has been altered and has so many internal inconsistencies that a copy of the agreement cannot be received in place of the original and oral testimony to support the alterations and modifications to the agreements would have to be received. Exhibit HHH is the report of George Throckmorton and expert documents examiner detailing the inconsistencies and alterations to the document.

17. The Glazier Water Right has not lapsed or otherwise expired.

18. Foothills Water Company has never paid any amount to anyone to purchase the water system or the water right, but rather received title, if at all, in consideration of prior services rendered as indicated in Exhibit NN.

19. The water tank lots and water lines have been assessed for property tax purposes to the Homeowners Association since 1974, with the exception of a brief period when they were assessed to Zions Bank. Exhibit JJJ is a copy of the Salt Lake

County Assessor's tax card for the water tank lots and Exhibit KKK is the tax card for the water lines.

20. The capital improvements and net operating losses incurred by Bagley & Co. up through 1985 were natural and expected in a development of this type. The Public Service Commission has ruled that no capital improvements in the system prior to 1981 were includable in the utilities rate case as lots were sold at a profit until 1976 and the improvements made between 1977 and 1980 were to have been provided by Dr. Bagley as part of the original system.

21. The Homeowners Association disputes Foothills' net operating losses (Exhibit CCC), contending that said figures are unsupportable and not verified by the audit performed by the Public Service Commission (Exhibit LLL). The Homeowners further contend that Mr. Dansie has been reimbursed for these expenses, if they exist, through free water.

22. The Homeowners Association disputes Foothills' capital improvements (Exhibit DDD) contending that said figures are unsupportable and to the extent they exist they were incurred, at least in part, by extending the system outside its service area where it could be used for Mr. Dansie's own private purposes.

23. Foothills has never received a firm offer from the Salt Lake Water Conservancy District to purchase the system and Foothills inability to sell the system to the Conservancy

District was not due to Homeowners Association's claims but rather Foothills inability to verify and support the purchase price and Foothills insistence on unacceptable terms such as "water transportation."

DEFENDANTS'/COUNTERCLAIMANTS' DISPUTED CONTENTIONS

1. The Homeowners Association has never paid anything to anyone to purchase the water system or the Glazier Well Water Right, expressly or otherwise.

2. The water system was constructed by the developers of the subdivision, both initially and in its subsequent additions and improvements, out of general funds not attributable to sales of lots within the subdivision.

3. It was never represented to anyone that the Homeowners Association would own the water system, nor did the developers of the subdivision ever intend that the Homeowners Association would eventually own the system. Early sale documents made reference to ultimate involvement of the Salt Lake County Water Conservancy District pursuant to an agreement which was never consummated.

4. The Homeowners Association has never produced a document which even remotely purports to transfer an interest in the water system or the Glazier Well Water Right to any individual homeowner, nor has any individual homeowner ever purported to transfer an interest in the water system or the Glazier Well Water Right to the Homeowners Association.

5. The Homeowners Association has never produced a document which purports to convey an interest in the water system (as opposed to the water tank lots and the water right) from anyone to the Homeowners Association.

6. The developers and owners of the water system never intended the system, or any part of it, to be a fixture either to the Lot 67 tank site or to any other parcel of ground.

7. The parts of the water system located within the Subdivision are all essential to the operation of the system.

8. The parcel of ground on which the original water tank was built was intended by the owner of the property, i.e., the developers of the subdivision, to be either owned by or subject to an easement in favor of the owner of the water system to permit the tank, pumps, controls, pipes, etc., to remain on that property and to permit the owner of the system to maintain and operate that portion of the water system.

9. Exhibit N is a true and accurate copy of the Agreement entered into in 1974 between Dr. Bagley and Hi-Country Estates, Second, whereby Dr. Bagley reacquired the developer's interest in the subdivision.

10. The signed originals of the document of which Exhibit N is a copy have all been misplaced and the parties to that agreement are unable to locate those originals.

11. It was the intention of all parties to that 1974 Agreement that that Agreement effect a complete transfer to Dr.

Bagley of all remaining assets then owned by the then-developers, Messrs. Spencer and Lewton and their entities, to Dr. Bagley, including the Glazier Well Water Right, the entire water system, and any real property rights appurtenant thereto.

12. In 1974 when Dr. Bagley purchased the water system, he had no water right available to him to serve the subdivision other than the Glazier Well Water Right, and could therefore not have continued to provide water to the Subdivision without the Glazier Well Water Right.

13. The 1975 quit-claim deeds to the Homeowners' Association (Exhibits P and Q), did not convey or purport to convey any interest in the water system.

14. The 1984 tax deed was not intended to convey title to the water tank parcels or any part of the water system to the Homeowners' Association. Indeed, it was not intended to convey title at all, but merely to effect a redemption of the property from delinquent tax status.

15. The 1985 Quit-claim deeds and water right assignment were not intended to transfer a present interest in anything to anyone.

16. Neither the Salt Lake County Recorder's Office nor the Salt Lake County Assessor's Office can create or transfer title to property to another party, except by way of a tax sale.

17. Since the 1984 tax deed purporting to convey the two "water tank lots" was based upon the erroneous assumption

that the water tank lots were a part of the common areas quit-claimed to the Homeowners Association in 1975, and was not intended to transfer title to a new owner, that tax deed was simply issued by mistake and therefore should either be rescinded or reformed to reflect that the property was redeemed by Dr. Gerald Bagley, not the Homeowners Association.

18. Moreover, the 1984 tax deed only purports to convey an interest in the two "water tank lots" and not in the water tanks, pumps, controls, lines, etc. located on those parcels.

19. The Water Rights Division of the State of Utah, Department of Natural Resources (i.e., the State Engineer's Office), has never purported to adjudicate any dispute over the ownership of the Glazier Well Water Right.

20. During the years 1970 and 1971, Dr. Bagley expended approximately \$201,000.00 in connection with the construction of the water system.

21. From 1974 through 1985, Dr. Bagley and his entities incurred a total operating loss of \$271,717.00, as reflected on Exhibit AAA, in its operation of the water system, and, in addition, expended \$373,841.00 in capital expenditures on the water system, as reflected on Exhibit BBB.

22. As a result of the purchase by Dr. Bagley of a part of the water system, his construction of a part of the system thereafter, and his subsequent transfers to Foothills

Water Company, Foothills Water Company presently owns all right, title and interest in and to the entire water system associated with the subdivision, including all water tanks, pipes, controls, pumps and other equipment, the Glazier Well Water Right, and either ownership of or an easement upon all real property upon which any part of the physical water system is located.

23. Foothills has incurred operating losses of \$250,004.00 for the time period from 1985 through August of 1988, and has expended \$62,870.00 in capital expenses on the system, as reflected on Exhibits CCC and DDD, respectively.

24. The Homeowners Association, acting through its president, W. Norman Sims, and one of its members, William P. Turner, have willfully and maliciously caused to be executed and recorded instruments purporting to convey the Glazier Well Water Right and the water tank parcels to the Hi-Country Estates Homeowners Association, after those items of property were transferred to Dr. Bagley.

25. Messrs. Spencer and Lewton executed the quit-claim deeds and water right assignment purporting to convey from Hi-Country Estates, Inc. and Hi-Country Estates, Second to the Homeowners Association some interest in the "water tank lots" and in the Glazier Well Water Right, approximately eleven years after they had sold all remaining property in the Subdivision, including the water system and attendant water and property rights, to Dr. Bagley, and had ceased doing business under the names

Hi-Country Estates, Second and Hi-Country Estates, Inc., and six years after Hi-Country Estates, Inc. had been dissolved as a corporation. They have both testified that they do not know what the purpose of those deeds was or why they were asked to sign them, but that in any event they did not intend thereby to transfer title to the system.

26. The claims of the Association to ownership of some or all of the water system, through Messrs. Sims and Turner, were made with full knowledge of the fact that Dr. Bagley had acquired and was operating the system and had made large capital improvement to the system thereafter, that he had transferred the system to Foothills, and were therefore malicious.

27. In 1987, Foothills received a preliminary offer from the Salt Lake County Water Conservancy District to purchase the entire water system, not including the Glazier Well Water Right, for the sum of \$350,000.

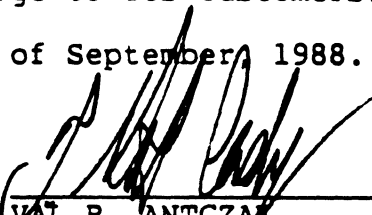
28. That offer was subsequently withdrawn and negotiations were discontinued by the Conservancy District when representatives of the Homeowners Association contacted the District and claimed that the Homeowners Association owned the system.

29. As a result of the slander to its title to the water system by the Homeowners Association, Mr. Turner, Mr. Sims, Mr. Spencer, and Mr. Lewton, Foothills has been substantially damaged in that it has been placed in the position of being unable to sell the system to the Salt Lake County Water


Conservancy District for the sum of \$350,000, as originally offered to Foothills.

30. Foothills has also been damaged in that it has been forced to incur substantial legal expenses in the approximate amount of \$65,000.00 in defending and seeking to quiet its title to the water system and appurtenant rights and has been prevented from including the cost of the system in its rate base, used by the Public Service Commission of Utah in setting the water rates Foothills may charge to its customers.

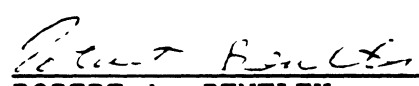
DATED this 16th day of September, 1988.



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IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY

STATE OF UTAH

* * * * *

HI-COUNTRY ESTATES HOMEOWNERS)
ASSOCIATION, a Utah corporation,)
) Plaintiff,)
) vs.)
) BAGLEY & COMPANY, a Utah)
corporation et al.,)
) Defendants.)

TRIAL EXHIBITS
(A through EEE)

FOOTHILLS WATER COMPANY, a Utah)
corporation,)
) Counterclaimant,)
) vs.)
) HI-COUNTRY ESTATES HOMEOWNERS)
ASSOCIATION, a Utah corporation,)
et al.,)
) Counterclaim)
Defendants.)

Civil No. C85-1464

Judge Pat B. Brian

* * * * *

01661

Exhibit

- A Real Estate Contract dated 4/10/70
- B Assignment dated 8/70 from Bagley's to Hi-Country Estates, Second
- C Certificate of Limited Partnership of Hi-Country Estates, Second dated 8/7/70
- D Letter dated 8/27/70 to Charles Lewton from Zions Bank Trust Officer
- E Trust Agreement dated 10/8/70
- F Blueprints of Water Systems, March 1971
- G Warranty Deed dated 6/10/71
- H Assignment of Application dated 5/71 from Joseph Butterfield to Hi-Country Estates
- I Agreement dated 7/2/71 between Charles F. Lewton, Gerald D. Bagley and Harold D. Glazier
- J Dedicated Plat
- K Protective Covenants for Hi-Country Estates dated 6/15/70
- L Articles of Incorporation of Hi-Country Estates Water Company dated 7/6/73
- M Real Estate Contract dated 11/28/73 from Hi-Country Estates, Second to Gerald H. Bagley
- N Agreement dated 5/22/74 between Hi-Country Estates, Second and Gerald H. Bagley
- O Assignment dated 9/75 of Charles F. Lewton, D. Keith Spencer, and Everett E. Dahl transferring right and title of Hi-Country Estates Water Company to Gerald H. Bagley
- P Quit-Claim Deed dated 9/25/75 from Zion's Bank to Hi-Country Estates Homeowner's Association
- Q Quit-Claim Deed dated 9/25/75 from Hi-Country Estates, Second to Hi-Country Estates Homeowner's Association
- R Certificate of Involuntary Dissolution of Hi-Country Estates Water Company dated 9/30/76

01667

S Certificate of Involuntary Dissolution of Hi-Country Estates, Inc. dated 3/31/79

T Warranty Deed dated 5/9/77

U Warranty Deed dated 11/2/78

V Trustee's Special Warranty Deed dated 8/4/78

W Quit-Claim Deed dated 8/4/78

X Quit-Claim Deed dated 8/4/78

Y Trustee's Special Warranty Deed dated 11/20/81

Z Quit-Claim Deed dated 11/20/81

AA Quit-Claim Deed dated 11/20/81

BB Letter dated 5/7/82 from Hi-Country Estates Homeowner's Association to Gerald Bagley regarding taxes due on property of water tank

CC Bid for Tax Deed dated 5/23/84 regarding Hi-Country Estates water tanks

DD Tax Deed dated 5/23/84 to Hi-Country Estates Homeowner's Association

EE Quit-Claim Deed dated 6/10/85 from Hi-Country Estates, Second to Hi-Country Estates Homeowner's Association

FF Quit-Claim Deed dated 6/10/85 from Hi-Country Estates, Second to Hi-Country Estates Homeowner's Association.

GG Quit-Claim Deed dated 6/10/85 from Hi-Country Estates, Inc. to Hi-Country Estates Homeowner's Association Phase I

HH Quit-Claim Deed dated 6/10/85 from Hi-Country Estates, Inc. to Hi-Country Estates Homeowner's Association Phase I

II Quit-Claim Deed dated 4/25/85 from Zion's Bank to Hi-Country Estates Home Owner's Association Phase I

JJ Quit-Claim Deed dated 4/25/85 from Zion's Bank to Hi-Country Estates Home Owner's Association Phase I

KK Assignment of Application of Hi-Country Estates Homeowner's Association dated 6/28/85

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LL	Agreement dated 2/1/80 between Gerald H. Bagley and Jordan Acres
MM	Assignment of Assets dated 6/7/85 from Jordan Acres to Foothills Water Company, Inc.
NN	Agreement dated 10/31/85 between Gerald H. Bagley, Jordan Acres and the Foothills Water Company, Inc.
OO	Announcement dated 11/19/85 from Salt Lake County Assessor regarding responsibility of taxes on water tanks
PP	Assignment dated 1/17/86 from Gerald H. Bagley and Jordan Acres to Foothills Water Company
QQ	Letter dated 1/20/86 to Zion's Bank from Everett E. Dahl regarding legal title to water tank property
RR	Warranty Deed dated 2/25/87 from Jordan Acres to Foothills Water Company
SS	Warranty Deed dated 2/25/87 from Gerald H. Bagley to Jordan Acres
TT	Warranty Deed dated 5/15/87 from Thompsons' to Buhlers'
UU	Minutes of Hi-Country Estates Homeowner's Association Board of Directors Meetings
VV	Notice of Interest in Real Property
WW	Notice of Lien
XX	Notice of Lien
ZZ	Notice of Lien

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REAL ESTATE CONTRACT

THIS AGREEMENT made in duplicate this 10th day of April, 1970, by and between TONY NICOLETTI and BETTE LOU S. NICOLETTI, his wife, hereinafter designated as the Sellers and GERALD H. BAGLEY and JUNE L. BAGLEY, his wife, hereinafter designated as Buyers, of Salt Lake City, Salt Lake County, Utah.

W I T N E S S E T H:

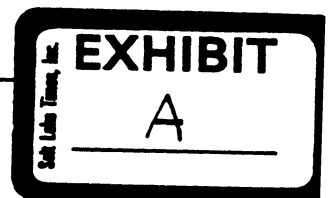
That the Sellers for the consideration herein mentioned agree to sell and convey to the Buyers, and the Buyers for the consideration herein mentioned agree to purchase the following described real property situate in the County of Salt Lake, State of Utah, and more particularly described as follows:

Commencing at the Southwest corner of Section 33, Township 3 South, Range 2 West, Salt Lake Meridian, and running thence East 170 rods; thence North 35 rods; thence East 70 rods; thence North 244.5 feet; thence North 60°05' West 262.2 feet; thence North 78°10' West 555.45 feet; thence North 73°35' West 338.7 feet; thence North 69°30' West 530.4 feet to the North line of the Southeast Quarter of the Southwest Quarter of said Section 33; thence West 2360 feet, more or less, to the West line of said Section 33; thence South 80 rods to the place of beginning.

Subject to a right of way for ingress and egress from County Road to remaining property of Sellers.

Also commencing at the Northwest Corner of the Northeast Quarter (North Quarter Corner) of Section 8, Township 4 South, Range 2 West, Salt Lake Meridian, thence East 160 rods, more or less, to the Northeast corner of said Section; thence South along the Section line 1284 feet, more or less, to the Northeast corner of property heretofore deeded to Mascaro; thence South 13°30' West 890.5 feet; thence South 11°39' West 1522.3 feet; thence South 62°20' West 274 feet; thence South 69°12' West 81 feet; thence South 61°20' West 96 feet; thence South 65°26' West 167 feet; thence South 53°24' West 74 feet; thence South 2.2 feet; thence West to the Northwest corner of the Southeast Quarter, Southeast Quarter said Section 8; thence South 45° West 1867 feet more or less, to the South Quarter corner of said Section 8; thence North 320 rods, more or less, to the point of beginning.

01661



Also commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 9, Township 4 South, Range 2 West, Salt Lake Meridian, and running thence West 80 rods; thence South 80 rods; thence North 45° East to the place of beginning.

Also commencing at the Northwest Quarter; the West Half of the Southwest Quarter and the Northeast Quarter of Southwest Quarter of Section 4, Township 4 South, Range 2 West, Salt Lake Meridian.

Also the Southeast Quarter of the Southeast Quarter of Section 6, Township 4 South, Range 2 West, Salt Lake Meridian.

Also the Northeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 7, Township 4 South, Range 2 West, Salt Lake Meridian.

Also the Northeast Quarter of the Northeast Quarter, the South Half of the Northeast Quarter; the North Half of the Southeast Quarter; the South Half of the Northwest Quarter; the West Half of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 5, Township 4 South, Range 2 West, Salt Lake Meridian. (400 acres, more or less.)

Said Buyers agree to enter into possession and pay for said described premises the sum of One Hundred Seventy Nine Thousand Two Hundred Fifty and no/100 Dollars (\$179,250.00) payable to the Sellers at their address at Lark, Utah, strictly within the following times, to-wit: Six Thousand and no/100 Dollars (\$6,000.00) cash, the receipt of which is hereby acknowledged and Nine Thousand and no/100 Dollars (\$9,000.00) on or before April 10, 1970; and the balance of One Hundred Sixty Four Thousand Two Hundred Fifty and no/100 Dollars (\$164,250.00) shall be paid as follows:

One Thousand Two Hundred Fifty and no/100 Dollars (\$1,250.00) on May 10, 1970, and \$1,250.00 on the 10th of each month thereafter until principal and interest are fully paid.

Said monthly payments are to be applied first to the payment of interest, and second, to the reduction of principal. Interest shall be charged from January 1, 1971, on all unpaid portions of

the principal price at the rate of Two Percent (2%) per annum during the year 1971, and at Three Percent (3%) per annum during the year 1972, and thereafter interest at the rate of Four Percent (4%) per annum shall be charged on the remainder of the unpaid portion of the purchase price. Payments during the year 1970 shall be applied in full to the principal balance. The Buyers at their option, after January 1, 1971, may pay amounts in excess of the monthly payments upon the unpaid balance subject to the limitations of any mortgage or contract by the Buyers herein assumed, such excess to be applied either to unpaid principal or in prepayment of future installments at the election of the Buyers, which election must be made at the time the excess payment is made.

It is understood and agreed that if the Sellers accept payment from the Buyers on this contract less than according to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture hereinafter stipulated, or as to any other remedies of the Sellers.

It is understood that there presently exists an obligation against said property or portions thereof in favor of L. M. Sproul or to Carl C. Burton and Ella C. Burton, his wife, with an unpaid balance of less than Five Thousand and no/100 Dollars (\$5,000.00) as of the date hereof.

Sellers represent that there are no unpaid special improvement district taxes covering improvements to said premises now in the process of being installed, or which have been completed and not paid for, outstanding against said property.

The Sellers are given the option to secure, execute and maintain loans secured by said property of not to exceed the then unpaid contract balance hereunder, bearing interest at rates set forth above and payable in regular monthly installments;

provided that the aggregate monthly installment payments required to be made by Sellers on said loans shall not be greater than each installment payment required to be made by the Buyers under this contract. When the principal due hereunder has been reduced to the amount of any such loans and mortgages the Sellers agree to convey and the Buyers agree to accept title to the above described property subject to said loans and mortgages. Sellers shall secure Buyers consent to mortgage the premises.

If the Buyers desire to exercise their right through accelerated payments under this agreement to pay off any obligations outstanding at date of this agreement against said property, it shall be the Buyers' obligation to assume and pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect to obligations against said property incurred by Sellers, after date of this agreement, shall be paid by Sellers unless said obligations are assumed or approved by Buyers.

The Buyers agree to pay all taxes and assessments of every kind and nature which are, or which may be assessed, and which may become due on these premises during the life of this agreement. The Sellers hereby covenant and agree that there are no assessments against said premises. The Sellers further covenant and agree that they will not default in payment of their obligations against said property.

The Buyers agree to pay the general taxes after the date of this Agreement.

In the event the Buyers shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Sellers may, at their option, pay said taxes, assessments and insurance premiums or either of them, and if Sellers elect so to do, then the Buyers agree to repay the Sellers upon demand,

all such sums so advanced and paid by them, together with interest thereon from date of payment of said sums at the rate of 3/4 of one percent (1%) per month until paid.

Buyers agree that they will not commit or suffer to be committed, any waste, spoil, or destruction in or upon said premises, and they will maintain said premises in good condition.

In the event of a failure to comply with the terms hereof by the Buyers, or upon failure of the Buyers to make any payment or payments when the same shall become due, or within thirty (30) days thereafter, the Sellers, at their option shall have the following alternative remedies:

A. Sellers shall have the right, upon failure of the Buyers to remedy the default within five days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyers, shall be forfeited to the Sellers as liquidated damages for the non-performance of the contract, and the Buyers agree that the Sellers may at their option re-enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyers thereon, and the said additions and improvements shall remain with the land and become the property of the Sellers, the Buyers becoming at once a tenant at will of the Sellers; or

B. The Sellers may bring suit and recover judgment for all delinquent installments, including costs and attorneys fees. (The use of this remedy on one or more occasions shall not prevent the Sellers, at their option, from resorting to one of the other remedies hereunder in the event of a subsequent default): or,

C. The Sellers shall have the right, at their option, and upon written notice to the Buyers, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and pass title to the Buyers subject thereto, and proceed immediately to foreclose the same in accordance with the laws of the State of Utah, and have the property sold and the proceeds applied to the payment of the balance owing, including costs and attorney's fees; and the Sellers may have a judgment for any deficiency which may remain. In the case of foreclosure, the Sellers hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgage property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation

hereunder, or hold the same pursuant to order of the court; and the Sellers, upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption.

It is agreed that time is the essence of this agreement.

In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Sellers, then the Buyers may, at their option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may at the option of the Buyers, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid.

The Sellers on receiving the payments herein reserved to be paid at the time and in the manner above mentioned agree to execute and deliver to the Buyers or assigns, a good and sufficient warranty conveying the title to the above described premises, free and clear of all encumbrances except as herein mentioned and all easements, rights and restrictions of record and as shown and excepted on the policy of title insurance herein mentioned, and, further, except as may have accrued by or through the acts or neglect of the Buyers, and to furnish at their expense, a policy of title insurance in the amount of the purchase price. Sellers shall give only a Quit-Claim Deed to the mineral rights and other sub-surface rights to said property.

It is understood that Buyers will not immediately occupy all of the real property that is subject to this sale. Sellers shall have the right to occupy and use said real property until actual occupancy by the Buyers. Buyers shall give Sellers thirty (30) days notice in writing of their intent to occupy said real property. Provided, however, at such time as Buyers shall pay a

total of Thirty Thousand and no/100 Dollars (\$30,000.00) on the principal of the purchase price, the Sellers agree to convey to the Buyers one hundred (100) acres of the real property. Thereafter as Fifteen Thousand and no/100 Dollars (\$15,000.00) is paid on the principal of said purchase price an additional one hundred (100) acres shall be conveyed to the Buyers. The selection of the 100 acre parcels shall be contiguous and such selection shall be from East to West on the plat hereto attached. Subject to a right-of-way in favor of Sellers and their assigns, over roadways, as shown on said plat to protect Sellers right-of-way and access to other property in the area.

Sellers at their option may charge a late fee equal to five (5%) percent of the monthly payment due hereon, if any monthly payment shall be made fifteen (15) days after the due date.

The Buyers and Sellers each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah, whether such remedy is pursued by filing a suit or otherwise.

The purchase price aforesaid is based on the sum of \$150.00 per acre. It is agreed that the final purchase price shall be based upon the actual acreage as shown by a survey to be completed at the Buyers expense within two (2) years from the date hereof.

It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have

hereunto signed their names, the day and year first above
written.

Tom J. Nicoletti
TOMY NICOLETTI

Betty Lou S. Nicoletti
BETTE LOU S. NICOLETTI

SELLERS

Gerald H. Bagley
GERALD H. BAGLEY

JUNE L. BAGLEY

BUYERS

Witness:
Edward M. Smith

01672

A S S I G N M E N T

GERALD H. BAGLEY and JUNE L. BAGLEY, his wife, of Salt Lake County, Utah, as Assignors hereby assign and transfer to Hi Country Estates, Second, a Utah limited partnership, all of the right, title and interest of Assignors as Buyers under that certain Real Estate Contract dated the 10th day of April, 1970, with TONY NICOLETTI and BETTE LOU S. NICOLETTI, his wife, as Sellers of real property situate in Salt Lake County, State of Utah, and more particularly described as follows:

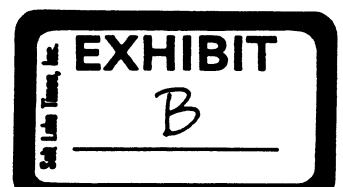
Commencing at the Southwest corner of Section 33, Township 3 South, Range 2 West, Salt Lake Meridian, and running thence East 170 rods; thence North 35 rods; thence East 70 rods; thence North 244.5 feet; thence North 60°05' West 262.2 feet; thence North 78°10' West 555.45 feet; thence North 73°35' West 338.7 feet; thence North 69°30' West 530.4 feet to the North line of the Southeast Quarter of the Southwest Quarter of said Section 33; thence West 2360 feet, more or less, to the West line of said Section 33; thence South 80 rods to the place of beginning.

Subject to a right of way for ingress and egress from County Road to remaining property of Sellers.

Also commencing at the Northwest Corner of the Northeast Quarter (North Quarter Corner) of Section 8, Township 4 South, Range 2 West, Salt Lake Meridian, thence East 160 rods, more or less, to the Northeast corner of said Section; thence South along the Section line 1284 feet, more or less, to the Northeast corner of property heretofore deeded to Mascaro; thence South 13°30' West 890.5 feet; thence South 11°39' West 1522.3 feet; thence South 62°20' West 274 feet; thence South 69°12' West 81 feet; thence South 61°26' West 96 feet; thence South 65°26' West 167 feet; thence South 53°24' West 74 feet; thence South 2.2 feet; thence West to the Northwest corner of the Southeast Quarter, Southeast Quarter said Section 8; thence South 45° West 1867 feet more or less, to the South Quarter corner of said Section 8; thence North 320 rods, more or less, to the point of beginning.

Also commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 9, Township 4 South, Range 2 West, Salt Lake Meridian, and running thence West 80 rods; thence South 80 rods; thence North 45° East to the place of beginning.

01670



Also commencing at the Northwest Quarter; the West Half of the Southwest Quarter and the Northeast Quarter of Southwest Quarter of Section 4, Township 4 South, Range 2 West, Salt Lake Meridian.

Also the Southeast Quarter of the Southeast Quarter of Section 6, Township 4 South, Range 2 West, Salt Lake Meridian.

Also the Northeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 7, Township 4 South, Range 2 West, Salt Lake Meridian.

Also the Northeast Quarter of the Northeast Quarter, the South Half of the Northeast Quarter; the North Half of the Southeast Quarter; the South Half of the Northwest Quarter; the West Half of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 5, Township 4 South, Range 2 West, Salt Lake Meridian. (400 acres, more or less.)

IN WITNESS WHEREOF, Assignors have executed this Assignment this ____ day of August, 1970.


GERALD H. BAGLEY


JUNE L. BAGLEY, his wife

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

On the ____ day of August, A.D. 1970 personally appeared before me Gerald H. Bagley and June L. Bagley, his wife, the Assignors of the within instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
Residing in: _____

My Commission Expires:

Salt Lake County Utah

AUG 10 1970

W. Sterling Evans, Clerk 3rd Dist. Court

By

Mary C. Evans
Deputy Clerk

CERTIFICATE OF LIMITED PARTNERSHIP

OF

HI COUNTRY ESTATES, SECOND

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

The undersigned parties desiring to form a limited partnership, do hereby swear and certify as follows:

(a) The name of the partnership is HI COUNTRY ESTATES, SECOND.

(b) The character of the business of the partnership shall be to acquire, develop and sell real and personal properties and to engage in all other lawful business activities.

(c) The location of the principal place of business of the partnership is 17 Exchange Place, Salt Lake City, Utah 84111, c/o Gerald H. Bagley.

(d) The name and place of residence of each general partner are as follows:

NAME	PLACE OF RESIDENCE
HI COUNTRY ESTATES, INC., a Utah corporation	17 Exchange Place Salt Lake City, Utah 84111

(e) The name and place of residence of each of the limited partners interested in the partnership are as follows:

NAME	PLACE OF RESIDENCE
Gerald H. Bagley	2242 Melodie-Ann Way Salt Lake City, Utah 84117
Charles E. Lewton	P. O. Box 726 Jackson, Wyoming 83001
Harold D. Glazier	2259 Melodie-Ann Way Salt Lake City, Utah 84117
W. Gardner Schmutz	2246 South 250 East Bountiful, Utah 84010

EXHIBIT

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(f) The term for which the partnership is to exist is from the 24th day of August, 1970, and thereafter until terminated as provided by law or as provided in this Certificate of Limited Partnership.

(g) The amount of cash and a description of and the agreed value of the other property contributed by each limited partner are as follows:

Cash	None
Real property situate in Salt Lake County, State of Utah, received by the individual parties hereto upon dissolution of the former Utah limited partnership known as Hi Country Estates , organized by certificate dated February 2, 1970, filed in the Clerk's office of Salt Lake County, Utah, on February 9, 1970, to the extent not contributed to the partnership by the general partner	\$ 50,000.00

(h) No additional contribution has been agreed upon to be made by any limited partner.

(i) There is no agreement as to the time when the contribution of any limited partner is to be returned, except on termination and liquidation of the partnership.

(j) The share of the profits, or the other compensation by way of income, which each of the limited partners shall receive by reason of his contribution is as follows:

LIMITED PARTNERS

Gerald H. Bagley	29.5556%
Charles E. Lewton	32.3333%
Harold D. Glazier	29.5556%
W. Gardner Schmutz	5.555%

01676

(k) No limited partner has the right to substitute an assignee as contributor in his place. No assignment of any limited partner's right to proceeds payable or distributable to him as a limited partner hereunder shall be valid unless consented to by the general partner.

(l) There is no right given to any of the partners to admit additional limited partners.

(m) There is no right given to one or more of the limited partners to priority over any other limited partner as to contributions or as to compensation by way of income.

(n) No provision is given or provided for general partners or limited partners to continue the business of the limited partnership on the death, retirement or insanity of a general partner, as the only general partner in the first instance is a corporation. No provision is given or provided for the limited partners to continue the business of the limited partnership on the dissolution of the general partner.

(o) No limited partner is entitled to demand or receive a distribution in kind of his proportionate part of partnership property.

IN WITNESS WHEREOF, the undersigned have caused to be executed this Certificate this 7th day of August, 1970.

HI COUNTRY ESTATES, INC.

By

Gerald H. Bagley
President

ATTEST:

Charles E. Lewton
Secretary

Gerald H. Bagley
Gerald H. Bagley

Charles E. Lewton
Charles E. Lewton

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Gerald D. Glazier
Harold D. Glazier

W. Gardner Schmutz
W. Gardner Schmutz

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

Gerald H. Bagley and Charles E. Lewton,
being first duly sworn on oath, each for himself, did say that
they are the President and Secretary of HI COUNTRY ESTATES, INC.;
that the within and foregoing instrument was signed in behalf
of said corporation by authority of a resolution of its board
of directors; that they have read the above and foregoing instru-
ment, know the contents thereof and that the same is true of
their own knowledge.

Gerald H. Bagley
Charles E. Lewton

Subscribed and sworn to before me this 7th day of
August, 1970.

Kurt J. Schwartz
Notary Public
Residing at: Salt Lake
County, Utah

My commission expires:

Feb 18, 1971

01678

STATE OF UTAH)
COUNTY OF SALT LAKE)

GERALD H. BAGLEY, being first duly sworn, deposes and says: That he has read the above and foregoing Certificate of Limited Partnership; knows the contents thereof and that the same is true of his own knowledge.

Gerald H. Bagley

Subscribed and sworn to before me this 27th day of August, 1970.

Keith J. Holmworth
Notary Public
Residing at: Salt Lake
County, Utah

My commission expires:

Feb. 18, 1971

STATE OF Utah)
COUNTY OF Salt Lake)

CHARLES E. LEWTON, being first duly sworn, deposes and says: That he has read the above and foregoing Certificate of Limited Partnership; knows the contents thereof and that the same is true of his own knowledge.

Charles E. Lewton

Subscribed and sworn to before me this 27th day of August, 1970.

Keith J. Holmworth
Notary Public
Residing at: Salt Lake
County, Utah

My commission expires:

Feb. 18, 1971

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

HAROLD D. GLAZIER, being first duly sworn, deposes and says: That he has read the above and foregoing Certificate of Limited Partnership; knows the contents thereof and that the same is true of his own knowledge.

Harold D. Glazier

Subscribed and sworn to before me this 24 day of August, 1970.

Keith R. Hollenbeck
Notary Public
Residing at: Salt Lake
County, Utah

My commission expires:

Feb 15, 1971

STATE OF UTAH)
 :
COUNTY OF)

W. GARDNER SCHMUTZ, being first duly sworn, deposes and says: That he has read the above and foregoing Certificate of Limited Partnership; knows the contents thereof and that the same is true of his own knowledge.

W. Gardner Schmutz

Subscribed and sworn to before me this 24 day of August, 1970.

Keith R. Hollenbeck
Notary Public
Residing at: Salt Lake
County, Utah
0163

My commission expires:

Feb 18, 1971

August 27, 1970

Charles Lewton
Hi-Country Estates
17 Exchange Place
Salt Lake City, Utah

Dear Mr. Lewton:

This letter will serve to confirm our preliminary understanding regarding the bank's services to Hi-Country Estates. You are to have your attorney prepare a trust instrument to be delivered to Zions First National Bank for our acceptance.

It is our understanding that we will hold title from Nicolette Etal.. We will set up individual sales as made and closed by Hi-Country Estates. ~~Except~~ monthly payments, showing a receipt to the buyer showing application to interest, principal, and balance. Upon receipt of full payment, we will be authorized and directed to convey title to individual lot purchasers.

From the funds received, we are first to deduct our monthly collection fee of \$1.00 plus an initial set up fee of \$10.00 per contract. We are to ~~pay~~ the monthly installment due to Nicolette Etal. under the terms of that contract. The trust will provide that the bank withhold the last \$1500.00 principle on each contract to be paid to Nicolette.

Down payment will be held by Hi-Country. All other funds, less expenses, received by the bank will be accounted for monthly, and deposited as directed by Hi-Country.

Very truly yours,



Robert P. Barnes
Assistant Trust Officer

UNCLAS



TRUST AGREEMENT

Trust Agreement made and entered into this 2nd day of October 1970, by and among Tony Nicoletti and Betty Lou S. Nicoletti, his wife, hereinafter referred to as the Sellers, and Hi-Country Estates, Second, a Utah Corporation, hereinafter referred to as the Buyer, and Zion's First National Bank, hereinafter referred to as the Trustee.

WHEREAS title to the property described in Exhibit A attached hereto, hereinafter referred to as the "property", is held by the Sellers; and

WHEREAS, the Buyer desires to purchase said property from the Sellers and subdivide and resell said property; and

WHEREAS, Gerald H. Bagley and June L. Bagley have contracted to purchase said property from the Sellers by a Real Estate Contract dated April 10, 1970, a copy of which is attached hereto as Exhibit B, and have assigned said Contract to Buyer by Assignment of Contract, a copy of which is attached hereto as Exhibit C; and,

WHEREAS, Buyer desires to modify the terms of said Real Estate Contract to place title to said property in trust with the Trustee and Sellers have agreed to an early release of title on the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the parties hereto agree as follows:

1. Property in Trust. The Sellers shall convey to the Trustee, by separate instrument, said property for the purposes hereinafter set forth, and all legal title to said property shall be vested in the Trustee except as hereinafter provided.

0163

EXHIBIT

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3. Real Estate Contract Superseded in Part. The Real Estate Contract, Exhibit B, sets forth the rights and obligations of the Sellers and Buyer and said agreement shall remain in full force and effect except as modified by the provisions of this instrument relating to payment and lot release. Nothing in this agreement shall be construed to relieve the Buyer from the monthly installment payment set forth in paragraph _____ of the Uniform Real Estate Contract.

3. Payment of Purchase Price. The purchase price for said property is approximately \$179,250.00, the exact amount to be based on the sum of \$150.00 per acre to be determined as provided in the Real Estate Contract. The Buyer will enter into contracts to sell five acre or larger parcels of said property, hereinafter referred to as parcel "contracts", and shall assign all parcel contracts to the Trustee. All monies received by the Trustee on said parcel contracts shall be applied by the Trustee as follows:

- (a) To the Trustee to pay its fees, costs and expenses;
- (b) To the Sellers the amounts due on the Real Estate Contract; and
- (c) All other monies received into the trust shall be paid to the Buyer.

4. Release Price of Parcels. At such time as the Trustee receives the final payment on any parcel contract for sale of a five acre or larger parcel, it shall convey said parcel to the purchaser thereof, free of this trust; provided, however, that the Trustee shall not convey any parcel to the purchaser thereof unless the total money paid to the Sellers at that time shall equal or exceed \$300.00 multiplied by the total sum of acres, including the acres of the parcel to be conveyed, which have been conveyed by the Trustee free of trust to the purchasers of such parcels.

C1633

If the amount paid to the Sellers by the Trustee from the money it receives from the parcel contracts is not sufficient as above provided, to permit the Trustee to convey the parcel to the purchaser thereof, then the Trustee shall make an additional accelerated payment to the Sellers in an amount so that said parcel may be so conveyed. So that such money will be available to pay to the Sellers, the Trustee shall retain and not distribute to the Buyer the last payments on each parcel contract in an amount of \$300.00 times the number of acres of such parcel. After paying to the Sellers that portion of the retained money necessary so that such parcel may be conveyed out of trust, if any such payment is required, the parcel shall be conveyed to the purchaser and the remaining money retained on said parcel contract shall be paid in accordance with the provisions of paragraph 3.

It is understood that the conveyances by the Trustee to the purchasers of parcels need not follow a geographical pattern, and need not be adjacent parcels.

3. Improvements. The Buyer shall have the right to install and maintain roads, streets, water and sewer lines, and all other forms of utilities on the property, on those areas marked as rights-of-way on the Plat attached to the Uniform Real Estate Contract, and shall be obligated to pay for any improvements installed or created upon the property and shall save Sellers and Trustee harmless from all liability by reason of any liens or claims for the value of work done or materials furnished or maintenance or repair costs for any improvements so installed or created by Buyer. Trustee shall be under no obligation to assume any responsibility or liability for the development of said property and shall assume no responsibility or liability for installation.

C1001

repair, or maintenance of any improvement installed or created upon, under or over said property.

6. Conveyance To Third Party Purchasers. Conveyances by the Trustee to those third persons purchasing lots and tracts from the Buyer shall contain the following statement:

"It is understood by grantees that Tony Nicoletti and Betty Lou Nicoletti, his wife, former owners of the above tract, do not warrant, nor are they responsible for the establishment, construction, maintenance or installation of rights-of-way and utilities in, on or to the above described real property."

7. Taxes and Assessments. The Buyer or the purchasers of the parcels, as the case may be, will pay all taxes, assessments, special assessments, including but not limited to, water district assessments, and all other impositions of every kind which may be levied, assessed, or imposed upon the property or any part thereof and shall indemnify and save harmless the Trustee and Sellers therefrom.

8. Trustee's Fee. As compensation for its services under this Trust, the Trustee shall be entitled to a monthly collection fee of \$1.00 on each parcel contract and an initial set-up fee of \$10.00 for each parcel contract.

9. Statements By Trustee. The Sellers and the Buyer will be furnished statements of account and statements of settlement from the Trustee annually; provided, however, that such statements shall supplement and need not duplicate the preceding ones. The accounting records of the Trustee shall at all reasonable times be open to the inspection of the Sellers and the Buyer.

10. Termination of Trust. This agreement shall terminate upon the conveyance of all the trust property and the distribution of all funds in the hands of the Trustee to the person or persons entitled thereto in accordance with the terms hereof.

01685

11. Default. In the event that the Buyer shall default in any of the terms of this agreement or of the Uniform Real Estate Contract, and if default should not be remedied within thirty (30) days of demand by the Seller (Notice thereof having been given to the Trustee), the Trustee shall thereupon convey to the Seller all of the real property then remaining in trust including any lands that are subject to third party purchase agreements.

This agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

SELLERS

Tony Nicoletti
Tony Nicoletti
Betty Lou S. Nicoletti
Betty Lou S. Nicoletti

BUYER

HI-COUNTRY ESTATES, SECOND

By [Signature]
Its

TRUSTEE

ZIONS FIRST NATIONAL BANK

By [Signature]
Its

BLUEPRINTS OF WATER SYSTEM MARCH, 1971

01697



01638

Also the Northeast Quarter of the Northeast Quarter, the South Half of the Northeast Quarter; the North Half of the Southeast Quarter; the South Half of the Northwest Quarter; the West Half of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 5, Township 4 South, Range 2 West, Salt Lake Meridian. (400 acres, more or less).

WITNESS the hands of said Grantors this 16th day of June, 1971.

Tony Nicoletti
Tony Nicoletti

Betty Lou S. Nicoletti
Betty Lou S. Nicoletti, his wife

STATE OF UTAH)
: ss
COUNTY OF)

On the 16th day of June, 1971, personally appeared before me Tony Nicoletti and Betty Lou S. Nicoletti, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Salmon R. Neal
Notary Public
Residing at:

My commission expires:

Oct 31, 1973

This Deed is rerecorded to correct the discription contained herein.

May 14, 1971

Hi-Country Estates Inc.
2259 Melodie Ann Way
Salt Lake City, Utah 84117

Gentlemen: Re: Appl. 33130 (59-1608)

This will acknowledge receipt of an assignment of
application form conveying title to the above-numbered
water filing from Joseph Butterfield to you.

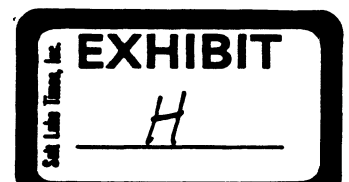
We have so endorsed our records.

Yours truly,

Donald Norseth
Hydrologic Engineer

mmt

01630



ASSIGNMENT OF APPLICATION
(Individual Form)

For a valuable consideration the undersigned hereby assign and convey
Application No. 33130 (64-1608) together with all water rights evidenced thereby
as follows:

Name of Assignee	Address	Part of Applica- tion Owned	Part of Applica- tion Assigned
<u>2259 Melodie Ann Way</u> <u>S. E. 21.8417</u> <u>St. Country Estates Inc. #770000</u>		<u>ALL</u>	<u>ALL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Dated this _____ day of _____, 19__.

If assignor is a married person, wife's
or husband's signature must appear here

[Signature]
[Signature]

STATE OF UTAH)
) ss.
County of San Juan)

On the 5th day of May, 1971, personally appeared before me
the signers of the above instrument who duly acknowledged to me that they
executed the same.

(SEAL)

[Signature]
Notary Public

My Commission Expires: Feb. 14, 1973
_____, 19__.

POWER OF ATTORNEY*

I hereby appoint _____, whose address is
_____ as my attorney-in-fact and authorize him
to represent me in all matters relating to the above-numbered application.

Dated this _____ day of _____, 19__.

NOTE: This form to be used in cases where a part or all of an application is to be conveyed. Where the entire application is conveyed, the name and address of grantee and the word "all" under the proper headings shall be inserted. In this case the power of attorney is not used.

Where a portion of the application is conveyed the name and address, together with the proportion of the application conveyed, shall be inserted under the proper headings.

WHERE A PORTION OF THE APPLICATION IS CONVEYED THE POWER OF ATTORNEY MUST BE FILLED IN AND MUST BE SIGNED BY THE GRANTEE AND/OR THE GRANTORS.

A divided interest in a pending application is transferred only by conveyance of a segregated part after the application has been segregated at the instance of the applicant.

When executing or conveying an application, if applicant is a married person, the wife or husband must join in signing the document.

If the person be unmarried, the conveyance must show this fact.

A G R E E M E N T

CHARLES E. LEWTON, hereinafter referred to as Lewton, or as Purchaser, and GERALD H. BAGLEY, hereinafter referred to individually as Bagley, and HAROLD D. GLAZIER, hereinafter referred to individually as Glazier, with Bagley and Glazier hereinafter referred to collectively as Sellers, enter into this Agreement this 2nd day of July, 1971.

Lewton, Bagley and Glazier own all of the outstanding shares of Hi Country Estates, Inc., a Utah corporation, which is the only general partner in the Utah limited partnership known as Hi Country Estates Second.

Lewton, Bagley and Glazier own or control all of the limited partnership interests in the limited partnership known as Hi Country Estates Second, Bagley having acquired the interest of W. Gardner Schmutz in such limited partnership.

Said limited partnership owns the real estate development in Salt Lake County, Utah, known as Hi Country Estates, including the property known as the Nicoletti and the Mascaro property, together with all receivables, contracts and other properties related thereto.

On a combined basis, including the stock of said corporation and such limited partnership interest, each owns the following portion of the whole of such properties:

Lewton	33.3333%
Bagley	36.1111%
Glazier	<u>30.5556%</u>
	100.0000%

Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser (i) all of the stock in said corporation which each of Sellers own and (ii) all of the interest in such limited partnership which each of Sellers owns.

THE PARTIES THEREFORE MUTUALLY AGREE:

1. PURCHASE AND SALE. Purchaser hereby purchases from Sellers and each of Sellers hereby sells to Purchaser all of the stock in Hi-Country Estates, Inc., a Utah corporation, owned or controlled by each of Sellers (being 100 shares



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owned by each Seller) and all of the limited partnership interests in the limited partnership known as Hi Country Estates Second which are owned or were previously owned by each of Sellers. Such purchase and sale shall be in accordance with the terms hereof.

2. PURCHASE PRICE. Purchaser shall pay as the total price for all of such properties the following:

To Bagley:

For Bagley's stock in Hi Country Estates, Inc.	\$ 3,636.90
For Bagley's interest in Hi Country Estates Second, a limited partnership	<u>129,363.10</u>
Total payable to Bagley	\$133,000.00

To Glazier:

For Glazier's stock in Hi Country Estates, Inc.	\$ 3,636.90
For Glazier's interest in Hi Country Estates Second, a limited partnership	<u>105,823.10</u>
Total payable to Glazier	<u>\$109,460.00</u>

Total price payable to Sellers \$242,460.00

In addition, Purchaser shall pay to each of Bagley and Glazier the total of regular commissions on sales made by either of them through the date of closing, based upon the last accounting furnished by Zions First National Bank, Salt Lake City, Utah, which amount shall be agreed to on the date of closing.

3. PAYMENT. Purchaser shall pay the price as follows:

(a) At the closing Purchaser shall pay to Bagley cash of Thirty-Three Thousand Dollars (\$33,000.00), plus such commissions.

At the closing Purchaser shall pay to Glazier cash of Twenty-Five Thousand Dollars (\$25,000.00), plus such commissions.

Payment at the closing may be in cash or by certified or cashier's check, or in such other form as Sellers may accept.

(b) Purchaser shall pay the remainder of the purchase price respectively to each of Sellers (being One Hundred Thousand Dollars (\$100,000.00))

to Bagley and Eighty-Four Thousand Four Hundred Sixty Dollars (\$84,460.00) to Glazier) in ten (10) equal annual installments, the first of which shall begin July 1, 1972, without interest. Such installment obligation shall be evidenced by separate promissory negotiable notes executed by Purchaser and payable to the respective Seller, or his order. At the closing Purchaser shall deliver such promissory notes executed by him, the form of such notes to be delivered at closing to be substantially in the form of Exhibits "A" and "B", attached and incorporated by this reference.

4. SECURITY AGREEMENT. Until paid in full, each Seller reserves a security interest in the shares of stock sold to Purchaser in Hi Country Estates Inc., and in the partnership interest in Hi Country Estates Second, sold by him. Upon default by Purchaser in performance of the terms of the promissory notes attached as Exhibits "A" and "B", Sellers, or either of them, acting jointly or individually, may declare their or his note in default, by sending notice of such default to Seller by certified mail, and if such default is not corrected within thirty (30) days after receipt of such notice, Sellers or either of them shall have all powers to vote such shares of stock hereby being sold by Sellers to Purchaser, until said default has been corrected.

Should notice of default be given as provided above, and the default not corrected within the said thirty day period, each of the Sellers respectively shall thereafter have power to exercise all rights, powers and privileges incident to such partnership interests that he would have had the right to do prior to the sale thereof to Purchaser, except for the right to dispose of the same (provided that Sellers would have the right to dispose or sell property in the regular course of development), until such default has been cured or Sellers have been paid in full, as contemplated herein, at which time such rights, powers and privileges incident to such partnership interests shall revert to Purchaser. Purchaser covenants that he will duly notify in advance any transferee, assignee or successor in ownership of all or any part of the partnership interests being sold by Sellers to Purchaser that any transfer or assignment of any interest in such partnership interest is subject to the security interest in

Sellers respectively which is herein reserved.

Purchaser shall cause the corporation to cause all shares subsequently issued by the corporation to reflect a transfer of any interest in shares being purchased from Sellers to contain a legend that any transfer thereof is subject to the security interest of Sellers as herein provided.

Purchaser shall execute and deliver to Sellers a financing statement under Utah's Commercial Code to enable Sellers to perfect the security interest reserved hereunder in the stock of Hi Country Estates, Inc., and in the partnership interest of Hi Country Estates Second.

Upon payment when due of the promissory notes referred to herein, the Sellers, and each of them, shall execute and deliver to the Purchaser a release of collateral and of the financing statement provided for herein.

5. LIMITED PARTNERSHIP. The Purchaser shall have the right to continue the limited partnership, Hi Country Estates Second, and shall have the right to file such amendments as may be necessary to reflect that Sellers are no longer members of the limited partnership.

6. REPRESENTATIONS, COVENANTS AND WARRANTIES BY SELLERS. The Sellers warrant, covenant and represent:

(a) That they have not previously assigned, transferred, pledged, hypothecated, or in any other manner disposed of or encumbered any part of their interest in Hi Country Estates, Inc., or in their partnership interest of Hi Country Estates Second, and that no other person, firm or corporation have any right, claim or title to an interest in either the said corporation or limited partnership except for the parties hereto.

(b) That they have not incurred any liabilities on behalf of the partnership or corporation other than the liabilities shown on Exhibit "C", which Exhibit "C" is attached hereto and made a part hereof by reference.

(c) There is not now pending nor is there threatened any litigation with respect to Sellers' ownership of their interest in the shares of stock of Hi Country Estates, Inc., or their limited partnership interest in Hi Country Estates Second, or the predecessors of either, or in any properties of the

development.

(d) Neither Seller has acquired any interest in property sold by the development, either directly or indirectly, except as disclosed to Purchaser on Exhibit "D", which Exhibit is attached hereto and made a part hereof by reference.

(e) All records, including but not limited to records of sales, commissions due or paid, tax records, contracts, and all other business records shall be turned over to Purchaser, and there are no known fraudulent, inaccurate or misleading entries contained therein.

(f) That there are no salaries or other moneys due to Sellers, or either of them, from the corporation or limited partnership, except for the commissions referred to above.

7. DOCUMENTS. At the closing each of Sellers shall deliver to Purchaser the duly endorsed Certificates for one hundred shares of stock of Hi Country Estates, Inc., a Utah corporation, being all of the stock owned by each Seller. Such Certificates shall be cancelled and the shares thereby represented shall be reissued in the name of Purchaser, together with a legend on the face of each of the shares reflecting that any transfer thereof is subject to the terms of the security agreement executed by Purchaser as provided in Paragraph 4.

At the closing each of Sellers shall deliver to Purchaser his written assignment of all of his interest in the limited partnership known as Hi Country Estates Second (being limited partnership interests owned or controlled by each of Sellers, which are warranted to be all of the outstanding limited partnership interests, other than those owned by Purchaser).

8. INDEMNITY. At the closing, Purchaser shall deliver to each of Sellers his indemnity and covenant to hold harmless each of Sellers and their successors from all liabilities incurred prior to the closing in connection with the conduct of the business known as Hi Country Estates, which liabilities were incurred in the ordinary course of business for the benefit of the Hi Country Estates development, and which are enumerated on Exhibit "C", referred to above.

Each of the parties do hereby indemnify and hold harmless each other

party from all persons who may claim ownership of an interest through them in the shares of stock of Hi Country Estates, Inc., the limited partnership interests in Hi Country Estates Second, and the predecessors of either, or in any properties of the development, whether claiming an interest as an outright assignee or transferee or an interest as security. Interest is claimed through that party.

9. ASSETS INCLUDED. This sale includes all cash in banks, and moneys due to the limited partnership or corporation, and all books of record belonging to either the corporation or limited partnership.

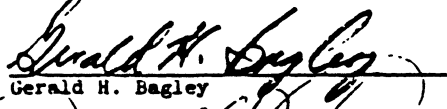
10. CLOSING. The closing of this transaction shall be on July 2, 1971, at 11:00 o'clock A.M. in the office of Hi Country Estates, Inc., 17 Exchange Place, Salt Lake City, Utah, or at such later reasonable time and place as all parties hereto mutually agree.

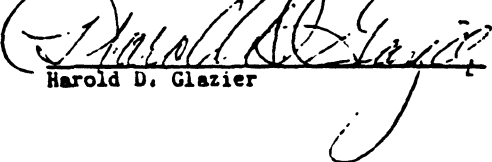
11. NOTICE. Any notice required to be given under this Agreement shall be given to the party at the address listed below:

<u>Name</u>	<u>Address</u>
Gerald H. Bagley	2242 Melodie-Ann Way Salt Lake City, Utah 84117
Harold D. Glazier	2259 Melodie-Ann Way Salt Lake City, Utah 84117
Charles E. Lewton	P.O. Box 726 Jackson, Wyoming 83001

IN WITNESS WHEREOF, the parties have executed this Agreement.


Charles E. Lewton


Gerald H. Bagley


Harold D. Glazier

PROMISSORY NOTE

\$100,000.00

July 2, 1971

The undersigned promises to pay to GERALD H. BAGLEY, or order, in ten (10) equal annual installments, the first installment to be paid July 1, 1972, the sum of One Hundred Thousand Dollars (\$100,000.00), without interest. If default be made in the payment of any installment, and the same has not been paid within thirty (30) days after the date due, the holder may, at its option, declare the entire unpaid balance of this note immediately due and payable. The within note may be prepaid by the undersigned in whole or in part at any time without penalty.

The undersigned agrees to pay all costs and expenses of collection, including a reasonable amount as attorney's fees and court costs.

In the event of the receivership, insolvency, the filing of voluntary or involuntary petitions in bankruptcy, or assignment for the benefit of creditors of the undersigned, the holder may, at its option, declare the entire unpaid balance of this note immediately due and payable.

No delay in exercising any right hereunder shall operate as a waiver of such right.

The within note (together with a similar note of even date in the principal amount of \$84,460.00, payable to Harold D. Glazier, or order) is secured by a security interest in property described in a security agreement of even date executed by the undersigned.

The makers and endorers of this note waive demand, notice of nonpayment and protest, and agree that this note may be extended in whole or in part without the consent of any of them.

This note is subject to the terms, covenants and conditions of the agreement between maker and payee, dated July 2, 1971, and the right of offset thereto for breach of same.

Charles E. Lewton

EXHIBIT "A"

C1629

PROMISSORY NOTE

\$84,460.00

July 2, 1971

The undersigned promises to pay to HAROLD D. GLAZIER, or order, in ten (10) equal annual installments, the first installment to be paid July 1, 1972, the sum of Eighty-four Thousand Four Hundred Sixty Dollars (\$84,460.00), without interest. If default be made in the payment of any installment, and the same has not been paid within thirty (30) days after the date due, the holder may, at its option, declare the entire unpaid balance of this note immediately due and payable. The within note may be prepaid by the undersigned in whole or in part at any time without penalty.

The undersigned agrees to pay all costs and expenses of collection, including a reasonable amount as attorney's fees and court costs.

In the event of the receivership, insolvency, the filing of voluntary or involuntary petitions in bankruptcy, or assignment for the benefit of creditors of the undersigned, the holder may, at its option, declare the entire unpaid balance of this note immediately due and payable.

No delay in exercising any right hereunder shall operate as a waiver of such right.

The within note (together with a similar note of even date in the principal amount of \$84,460.00, payable to Harold D. Glazier, or order) is secured by a security interest in property described in a security agreement of even date executed by the undersigned.

The makers and endorers of this note waive demand, notice of nonpayment and protest, and agree that this note may be extended in whole or in part without the consent of any of them.

This note is subject to the terms, covenants and conditions of the agreement between maker and payee, dated July 2, 1971, and the right of offset thereto for breach of same.

vton

EXHIBIT "B"

61760

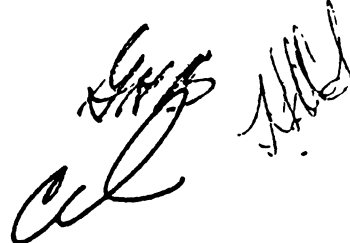
Exhibit "C"

Hi-Country Estates

% 17 Exchange Place • Salt Lake City, Utah 84111 • (801) 359-8651 • (801) 254-4558

- 1.. BREITLING & LAW...ROAD CONSTRUCTION...\$27,666.01...TRADE AGREEMENT FOR LOTS 3,4,6,14,24...TO BE TRADED ON \$1000 PER ACRE.
- 2.. BUSH & GUDGELL ENGINEERING....
- 3.. A.J. MACKAY...ROAD CONSTRUCTION...\$5,254....VERBAL AGREEMENT TO BE TRADED FOR A LOT WHEN AMOUNT CAME UP TO ENOUGH TO PAY FOR ONE..
- 4.. KEITH MCKAY...EXCHANGE FOR ROCK WORK ON GATE...AGREED TO TAKE LOT #2...WHICH SHOULD BE DEEDED TO HIM SOME TIME THIS YEAR (1971)..
- 5.. DEAN KESLER..WATER LINE CONSTRUCTION...ACCORDING TO TRUST AT ZION'S...APPROXIMATELY \$160,000.
- 6.. ROY GLAZIER - 5 YEAR WATER LEASE AT \$200 PER MONTH..
- 7.. A WELL LEASE WITH JESS DANDIE FOR ~~XXXXXXX~~ \$300 PER MONTH FOR 5 YEARS...RELEASE AND SIGN OVER THIS CONTRACT TO LEWTON.
- 8.. MISCELLANEOUS OFFICE EXPENSE, LABOR, SUPPLIES, APPROX \$2000.
- 9.. ADVERTISING BILLS APPROX...\$500. DUE TO DATE...
- 10.. NICOLETTI CONTRACT...
- 11..MASCERO CONTRACT...
- 12..ACCOUNTING BILLS TO DATE FOR HI-COUNTRY ESTATES...RICHMOND & JONES..
13. LEGAL BILLS, JAY HOLDSWORTH..
14. TRAILER HOUSE LEASE AND PAYMENT EACH MONTH..
15. DEE HALVERSON COMMISSIONS...\$1 00 PER WEEK DRAW AGAINST..
- 16..COMMISSIONS TO RAY BELLO AS DUE..
- 17..PAUL LOWHAM CONTRACT AS AGREED..
- 18..CORA HAMILTON CONTRACT..
- 19..BLAINE HAMILTON (CONTRACT ASSIGNED TO LEWTON FOR PAYMENT OF THE \$3000 IN MAIN AGREEMENTD...
- 20..ORDINARY BUSINESS TAXES..PROPERTY TAXES...ETC....IN ROUTINE PERFORMANCE OF BUSINESS..
- 21.. See attached Exhibit "C-1"

Secluded Recreational Living



01701

Exhibit "C-1"

21. Liabilities, if any, to purchasers of ranchettes heretofore made in the usual course of business of Hi Country Estates. For this purpose, liabilities from the usual course of business shall include all claims which may be asserted by purchasers of ranchettes within the scope of the sales brochure and written sales aids regularly utilized for sales by Hi Country Estates. For this purpose liabilities in the usual course of business shall not include any private arrangement made by either of Sellers to any purchaser of a ranchette not within the usual course of business of selling ranchettes and not heretofore disclosed to Purchaser.

Handwritten signatures and initials. There are two large, stylized signatures, one above the other, and a set of initials to the right.

EXHIBIT "D"

**Properties Sold by Hi Country Estates Development, Either Directly
or Indirectly to Gerald H. Bagley or Harold D. Glazier:**

NONE

SUPPLEMENT TO AGREEMENT

CHARLES E. LEWTON, as "Lewton," GERALD H. BAGLEY, as "Bagley," and HAROLD D. GLAZIER, as "Glazier," this day entered into an Agreement by which Lewton has purchased the interests of Bagley and Glazier in the development known as Hi Country Estates, Salt Lake County, Utah. The parties supplement said Agreement as herein provided.

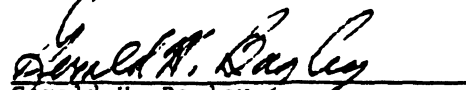
During the course of such development, the parties loaned the partnership known as Hi Country Estates Second and its predecessor the aggregate of the following:

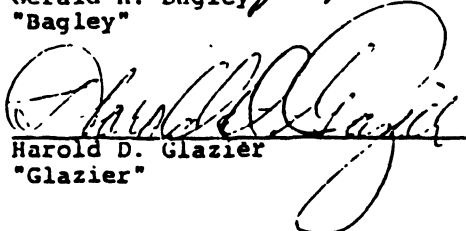
Lewton	\$40,000.00
Bagley	\$33,000.00
Glazier	\$25,000.00

At the closing of the purchase by Lewton, the \$33,000.00 paid to Bagley and the \$25,000.00 paid to Glazier shall be treated as repayments to Bagley and Glazier, respectively, of such sums loaned by each of them to the partnership.

IN WITNESS WHEREOF, the parties have executed this Supplement to Agreement this 2nd day of July, 1971.


Charles E. Lewton
"Lewton"


Gerald H. Bagley
"Bagley"


Harold D. Glazier
"Glazier"

SECOND SUPPLEMENT TO AGREEMENT

CHARLES E. LEWTON, as "Lewton," GERALD H. BAGLEY, as "Bagley," and HAROLD D. GLAZIER, as "Glazier," entered into an Agreement of even date in respect of the purchase by Lewton of properties from each of Bagley and Glazier.


Paragraph 2 of said Agreement provides for the payment to each of Bagley and Glazier of regular commissions on sales made by either of them through the date of closing. The parties agree that the following are the commissions payable at date hereof:

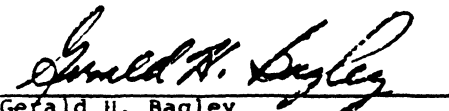
To Bagley	\$2,934.64
To Glazier	\$3,189.20


The parties agree that the following are total commissions that will become payable when the contract purchasers have paid at least 10% on their contracts:

To Bagley	\$2,189.60
To Glazier	\$4,740.60

IN WITNESS WHEREOF, the parties have executed this
Second Supplement to Agreement this 2nd day of July, 1971.


Charles E. Lewton
"Lewton"


Gerald H. Bagley
"Bagley"


Harold D. Glazier
"Glazier"

01705

2607748

Received... MAR 22 1974... 11 48 17
Request of SECURITY TITLE COMPANY
Fee Paid, JEROMEAN MARTIN
Recorded, Salt Lake County, Utah
\$13.00 By 21-11-16-11 Deputy

PROTECTIVE COVENANTS FOR HI-COUNTRY ESTATES

Located in Salt Lake County, State of Utah,

Phase I, as shown by Plat recorded on the 17th

day of January, 1972, Reference: Book "KK"
of Pats. Pages 56, 57, 58 and 59.

KNOW ALL MEN BY THESE PRESENTS:

That the said owners of the heretofore described property, hereby
subject said property to the following covenants, restrictions and conditions;
and the acceptance of any deed or conveyance thereof by the grantee or
grantees therein, and their, and each of their heirs, executors, administrators,
successors, and assigns, shall constitute their covenant and agreement with
the undersigned, and with each other, to accept and hold the property des-
cribed or conveyed in or by such deed or conveyance, subject to said
covenants, restrictions and conditions, as follows, to-wit:

ARTICLE I

GENERAL RESTRICTIONS

1. Land Use and Building Type: The heretofore described property shall
be designated as a single family residential lot, except that each lot may be
divided one (1) time with the approval of the architectural control committee,
and in accordance with Salt Lake County Zoning Regulations.

A single family residence is a dwelling for one family alone, within
which no person 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 building or buildings
on the same lot, provided said accessory buildings be not at any time rented
or let to persons outside the family and that they may be occupied and used



EVERETT E. DAHL
ATTORNEY AT LAW
700 EAST CENTER STREET
SUITE 21
MIDVALE, UTAH 84047

0003541 MA 68

61706

only by persons who are employed by members of or are guests of said family.

No other buildings shall be erected, altered, placed, or permitted to remain on any lot, other than one barn to be used in stabling horses and a private garage for not more than three (3) cars.

2. Architectural Control: No building shall be erected, placed or altered on any lot nor any lot divided without the approval by the architectural control committee and compliance with the provisions of Section 6, Article II, of these covenants. No fence, wall, swimming pool or other construction shall be erected, placed or altered on any lot without approval of the architectural control committee.

3. Building Location: No building shall be located on any lot nearer to the front line than fifty (50) feet therefrom, measured to the foundation of such building; nor nearer than fifty (50) feet to the rear lot line; nor nearer than fifty (50) feet to a side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building for the purposes of determining such distances, provided, however, that this shall not be construed to permit any portion of a building, including such eaves, steps, or open porches, to encroach upon another lot.

4. Easement: Easements for installation and maintenance of utilities and drainage facilities and roads are reserved as shown by the plat, labeled Exhibit "B", and attached to these covenants. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for these improvements for which a public authority or utility company is responsible.

There is reserved to electric power, gas, water and other public utilities the right to construct, maintain and operate along, upon and across

all present street, easements and roadways on said property.

5. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. Temporary and Other Structures: No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn or other out-building shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on said property at any time. No old or second-hand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction of good quality workmanship and materials.

7. Signs: No billboard of any character shall be erected, posted, painted or displayed upon or about any of said property. No sign shall be erected or displayed upon or about said property unless and until the form and design of said sign has been submitted to and approved by the architectural control committee. No "For Sale" signs shall be displayed upon or about said property without approval of the architectural control committee.

8. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. Livestock-Poultry Agriculture: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets and horses may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No animal may be kept which

constitutes an annoyance or nuisance to the area. All animals shall be restricted to their owner's property.

10. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no rubbish, trash, papers, junk or debris shall be burned upon any lot.

11. Water Supply: Whenever a residence is constructed on said property and there is a culinary water line available to serve said residence by being located in an adjoining street or road, the said property owner shall connect to and utilize the water services of said line. No other water supply system shall be used or permitted on any lot or group of lots unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both the State Health Department and State Water Engineer.

12. Trees: No cutting of trees shall be permitted on the premises at any time, except for the sole purpose of making land available for improvements.

13. Landscaping: No landscaping shall be begun on said property nor planting of trees take place until the plans and specifications therefor have first been approved in writing by the architectural supervising committee.

14. Diligence in Building: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable length of time.

ARTICLE II
DURATION, ENFORCEMENT, AMENDMENT

1. Duration of Restrictions: All of the conditions, covenants and reservations set forth in this declaration of restrictions shall continue and remain in full force and effect at all times against said property in Exhibit "B" and the owners thereof, subject to the right of change or modification provided for in Sections 2 and 3 of this Article, until twenty-five (25) years, and shall as then in force be continued for a period of twenty (20) years, and thereafter for successive periods of twenty (20) years each without limitation unless, within six (6) months prior to 1992 or within the six months prior to the expiration of any successive twenty year period thereafter, a written agreement executed by the then record owners of more than three-fourths (3/4) in area of said property, exclusive of streets, parks and open spaces, be placed on record in the office of the County Recorder of Salt Lake County, by the terms of which agreement any of said conditions or covenants are changed, modified or extinguished in whole or in part as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions and covenants, as therein modified shall continue in force for successive periods of twenty (20) years each unless and until further changed, modified or extinguished in the manner herein provided for, by mutual written agreement with not less than seventy per cent (70%) of the then owners of record title of said property (including the mortgagees under record mortgages and the trustees under recorded deeds of trust), duly executed and placed of record in the office of the County Recorder of Salt Lake County, Utah, provided, however, that no change of modification shall be made without the written consent duly executed and recorded of

the owners of record of not less than two-third (2/3) in area of all lands which are a part of said property and which are held in private ownership within five hundred (500) feet in any direction from any direction from the exterior boundaries of the property concerning which a change of modification is sought to be made.

2. Enforcement: Each and all of said conditions, covenants and reservations is and are for the benefit of each owner of land (or any interest therein) in said property and they and each there of shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of said Grantor. Each Grantee of the Grantor or any part or portion of said property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants and reservations. As to each lot owner the said restrictions, conditions and covenants shall be covenants running with the land and the breach of any thereof, and the continuance of such breach may be enjoined, abated or remedied by appropriate proceedings by any such owner of other lots or parcels in said property, but no such breach shall affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided, however, that any subsequent owner of said property shall be bound by the conditions and covenants, whether obtained by foreclosure or at a trustee's sale or otherwise.

3. Violation Constitutes Nuisance: Every act or omission, whereby any restriction, condition or covenant in this declaration set forth, if violated in whole or in part is declared to be and shall constitute a nuisance and may be abated by Grantor or its successors in interest and/or by any

lot owner; and such remedy shall be deemed cumulative and not exclusive.

4. Construction and validity of Restrictions: All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or reservations, or any part thereof, is invalid, or for any reason, becomes unenforceable no other condition, covenant, or reservation or any part thereof, shall be thereby affected or impaired; and the Grantor and Grantee, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

5. Right to Enforce: The provisions contained in this declaration shall bind and inure to the benefits of and be enforceable by Grantor, by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by Grantor or any property owner, or their legal representatives, heirs, successors or assigns to enforce any of said restrictions, conditions, covenants, or reservations shall in no event be deemed a waiver of the right to do so thereafter.

6. Architectural Committee: The architectural committee which is vested with the powers described herein shall consist of three (3) persons appointed by the Grantor. Prior to the commencement of any excavations, construction or remodeling or adding to any structure, theretofore completed, there shall first be filed with the architectural committee two complete sets of building plans and specifications therefor, together with a block or plot plan indicating the exact part of the building site the improvements will cover and said work shall not commence unless the architectural committee

shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee. The second set of said plans shall be filed as a permanent record with the architectural control committee. In the event said committee fails to approve or disapprove in writing said plans within fifteen (15) days after their submission, then said approval shall not be required. When all lots in said tract have been sold by Grantor, said plans and specifications shall be approved by an architectural committee approved by a majority of owners of lots in the property herein described and only owners of said lots shall be privileged to vote for said architectural committee. The Grantor shall have the right to appoint members of the architectural committee until such time as all lots in the tract have been sold by the Grantor.

7. Assignment of Powers: Any and all rights and powers of the Grantor herein contained may be delegate , transferred or assigned. Wherever the term "Grantor" is used herein, it includes assigns or successor in interest of the Grantor.

8. Invalidity: It is expressly agreed that in the event any covenant or condition or restriction hereinbefore contained, or any portion thereof is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 15 day of June, 1970.

HI-COUNTRY ESTATES

By 

STATE OF UTAH)
 : ss.
County of Salt Lake)

I hereby certify that on the 15 day of June, 1970, D. KIETH SPENCER,

personally appeared before me, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument and duly acknowledged to me that he executed the same.



My commission expires:

Sept. 1913

Samuel H. Rice
NOTARY PUBLIC

Residing at:

119...

AMENDMENT TO
PROTECTIVE COVENANTS FOR HI-COUNTRY ESTATES,
LOCATED IN SALT LAKE COUNTY, STATE OF UTAH,
PHASE I.

This Amendment of Protective Covenants for Hi-Country Estates, located in Salt Lake County, State of Utah, Phase I, by the undersigned, being record owners of more than three-fourths in area of the property located within Hi-Country Estates, hereinafter called the "Declarants";

WITNESSETH:

WHEREAS, Declarants executing this amendment are the owners of record of more than three-fourths in area of the Lots contained in Hi-Country Estates, located in Salt Lake County, State of Utah, Phase I.; and

WHEREAS, Declarants executing this amendment desire to amend the Protective Covenants by adding thereto the provisions hereinafter contained;

NOW, THEREFORE, Declarants executing this amendment hereby subject said property to the covenants, restrictions and conditions previously in affect, together with this amendment thereto, and the acceptance of any deed or conveyance thereof by the Grantee or Grantees therein and their, and each of their heirs, executors, administrators, successors and assigns, shall constitute their covenant and agreement with the declarants and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to such covenants, restrictions and conditions, with the following amendment, as follows, to-wit:

ARTICLE III.
HOMEOWNERS ASSOCIATION AND MAINTENANCE OF COMMON AREAS

1. Homeowners Association. Hi-Country Estates, Inc., will form or cause to be formed a non-profit corporation or association for the purpose of maintaining and providing for the common areas, including roads and streets, and each lot owner or owners will be members of such association. Persons or entities purchasing a lot under a contract shall be deemed the owner of such lot for the purpose of membership in the association.


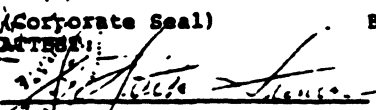
2. Assessment for Maintenance of Road, Street and Other Public Services. Each Grantee and lot owner for himself, his heirs, executors, and assigns, covenants and agrees to pay annually his pro-rata share of the cost to maintain the roads, streets and common areas, including, but not limited to, the common areas set aside for the delivery and pickup of mail, the pickup of children for school by school buses and other vehicles, and an area for garbage collection. Grantee's assessment in this regard shall be paid promptly when the same becomes due as provided in the By-Laws of the Homeowners Association, and of the Grantees failure to pay same promptly when due shall constitute a lien upon the owners'


premises and the same may be enforced in equity or at law as in the case of any lien foreclosure. Such annual assessment shall not commence until January 1, 1973, and the first assessment shall be in the amount of \$85.00 per lot owned, said amount to be placed in an account and to be used exclusively by the Homeowners Association for the purposes hereinabove mentioned, and for such other services as are deemed important to the development and preservation of an attractive community and to further maintain the privacy and general safety of the residential communities located in Hi-Country Estates. From and after January 1, 1974, the annual payment may be increased each year up to five (5) percent of the maximum authorized payment for the previous year. The Homeowners Association is obligated to provide maintenance and all other services stated above only to the extent that such maintenance and services can be provided with the proceeds of such annual payments. The foregoing annual fee may be increased by an amount greater than five (5) percent of the maximum authorized payment for the previous year, by the written consent of a majority of the lot owners. At such time as any public body shall undertake to maintain the roads and streets and provide the other services contemplated herein, this covenant shall cease, terminate, and be held for naught.

3. Extensions of Roads and Common Areas. Hi-Country Estates, Inc., reserves the right to extend the road system into property adjoining Hi-Country Estates, and to plat additional subdivision areas which would be an extension of the road system and common areas as contemplated herein. Should such extension take effect, the lot owners within the adjoining subdivisions shall be required to become members of the Homeowners Association as contemplated herein and to pay their pro-rata share of the cost.

4. Effect of Amendment. Each and every other restriction and covenant contained in the Protective Covenants are hereby reaffirmed as hereinabove modified and amended.

DATED this 6th day of April, 1973.

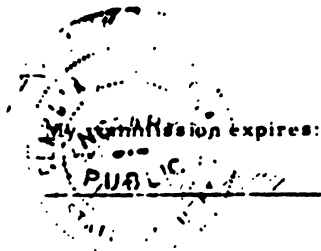

 (Corporate Seal)
 ATTEST:

 Secretary

HI-COUNTRY ESTATES, INC.
 By: 
 President

4-3541
 78
 01716

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 16 day of April, 1973, personally appeared before me
CHARLES E. LEWTON and D. KIETH SPENCER who being by me duly
sworn did say, each for himself, that he the said Charles E. Lewton
is the president and he, the said D. Kieth Spencer is the secretary of
HI-COUNTRY ESTATES, INC, and that the within and foregoing instru-
ment was signed in behalf of said corporation by authority of a resolution
of its Board of Directors and said Charles E. Lewton and D. Kieth Spencer
each duly acknowledged to me that said corporation executed the same and
that the seal affixed is the seal of said corporation.



NOTARY PUBLIC

Residing at:

60317

ARTICLES OF INCORPORATION
OF

HI-COUNTRY ESTATES WATER COMPANY

We, the undersigned natural persons of the age of twenty-one (21) years or more, acting as incorporators of a corporation under the Utah Business Corporation Act, adopt the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is Hi-Country Estates Water Company, hereinafter called "water company".

SECOND: The term of existence of this water company will be perpetual.

THIRD: The purposes for which the water company is organized are: to develop water sources, distribution of domestic culinary and irrigation water in an area located in the southwestern part of Salt Lake County in the area of Butterfield Canyon and Rose Canyon being developed by Hi-Country Estates, Inc., a Utah corporation; to provide for the maintenance, upkeep of the water system, to build and provide storage tanks and reservoirs for the holding of water and to provide culinary and irrigation water for the stockholders and members of the water company.

FOURTH: The water company shall have the following powers:

A. Exercise all the powers and privileges as authorized by the Utah Business Corporation Act.

B. Make application to the Public Service Commission of Utah for a Certificate of Convenience and Necessity to operate as a Public Utility rendering water services as stated above, and to pay all expenses in connection therewith.

EVERETT E. DAHL

ATTORNEY AT LAW
200 EAST CENTER STREET
(SUITE 2)
MIDVALE, UTAH 84047

EXHIBIT

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C. Fix, levy, collect and enforce payment by any lawful means, all charges as provided by the by-laws of the water company and regulated by the Public Service Commission of Utah; to pay all expenses in connection therewith and all office and other expenses incident to the water company including all licenses, taxes, or governmental charges levied or imposed against the water company.

D. Acquire by gift, purchase, or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the water company.

E. Borrow money, and with the assent of two-thirds (2/3) of the members mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

F. Participate in mergers and consolidations with other corporations organized for the same purpose or annex additional residential property, road systems and common area, for any contiguous areas.

FIFTH: Each owner of stock in the water company shall be a member of the water company. All members of the water company shall have a vote for each share of stock owned by said member.

SIXTH: The aggregate number of shares which the water company is authorized to issue is Four Thousand (4,000), divided into two (2) classes, designated Class A stock and Class B stock. The water company is authorized to issue Two Thousand (2,000) shares of Class A stock at a par value of Ten Dollars (\$10.00) each, and Two Thousand (2,000) shares of Class B stock of a par value of Ten Dollars (\$10.00) each. The Class A stock shall be issued to each person who owns property in the service

01720

area and who makes application for a culinary water connection pursuant to the rules and regulations set forth in the by-laws of the water company. Class B stock shall be issued to each person owning property in the service area who desires the use of available irrigation water in accordance with the rules and regulations set forth in the by-laws of the water company. Said stock shall be assessible in accordance with the by-laws of the water company. The private property of the stockholders of the water company shall not be liable for the debts or obligations of the company.

SEVENTH: The water company will not commence business until consideration of the value of at lease One Thousand Dollars (\$1,000.00) has been received for the issuance of shares.

EIGHTH: The Board of Directors shall have the power to make all by-laws and rules for the regulation and management of the business of the water company.

NINTH: The affairs of the water company shall be managed by a Board of Directors of not less than three (3) nor more than twenty (20). The number of Directors may be determined and changed by amendment to the by-laws of the water company. The number of directors constituting the initial Board of Directors of the water company is three (3), and the names and addresses of the persons who are to serve as directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Charles E. Lewton	P. O. Box 1901 Jackson, Wyoming
D. Kieth Spencer	Casper, Wyoming
Everett E. Dahl	760 East Center Street Midvale, Utah

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The Board of Directors shall designate a President, Vice-President, Secretary and such other officers and employees as may be designated in the by-laws of the water company. The directors need not be members of the water company.




TENTH: At the first annual meeting the members shall elect three (3) directors for a term of one (1) year, and at each annual meeting thereafter the members shall elect the number of directors provided in the by-laws for a term of one (1) year.

ELEVENTH: The address of this corporations registered office in the State of Utah is P. O. Box 14, Riverton, Utah, and the name of its registered agent and his address is; Everett E. Dahl, Attorney at Law, 760 East Center Street, Midvale, Utah 84047.

TWELVTH: The name and address of each incorporator is:

<u>NAME</u>	<u>ADDRESS:</u>
Charles E. Lewton	P. O. Box 1901 Jackson, Wyoming
D. Kieth Spencer	Casper, Wyoming
Everett E. Dahl	760 East Center Street Midvale, Utah

Dated this 24 day of July, 1973.

STATE OF UTAH)

188.

I, Claudia Burningham, a notary public, hereby certify that

IN WITNESS WHEREOF, I have hereunto set my hand and seal

NOTARY PUBLIC

My commission expires:

Residing at:

Observation

01723

UNIFORM REAL ESTATE CONTRACT

2596675 "This is a legally binding form. If not understood, seek competent advice."

1. THIS AGREEMENT, made in duplicate this 28th day of November, A.D., 19 73
by and between HI-COUNTRY ESTATES, SECOND, a Utah limited partnership,
hereinafter designated as the Seller, and GERALD H. RAGLEY

hereinafter designated as the Buyer, of 17 Exchange Place, Salt Lake City, Utah

2. WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer,
and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in
the county of Salt Lake, State of Utah, to-wit: _____

More particularly described as follows:

See Exhibit "A" attached hereto and by reference
made a part hereof.

Exhibit "B" attached hereto is also an integral
part of this Agreement.

3. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of \$504,900.00
Five Hundred Four Thousand Nine Hundred Eight and No/100 Dollars (\$ 504,900.00)

payable at the office of Seller, his assigns or order _____
strictly within the following times, to-wit: Sixty-five Thousand and No/100—Dollars (\$ 65,000.00)
cash, the receipt of which is hereby acknowledged, and the balance of \$439,900.00 shall be paid as follows:
\$60,000.00 on December 20, 1973, \$336,000.00 (approximately) by assignment to and
assumption by Buyer of the balance due under a Uniform Real Estate Contract, dated
March 25, 1970, between Tony Mascaro et al, as sellers, and Hi-Country Estates, a
limited partnership, as buyers, and the balance of approximately \$30,000.00 shall
be paid in four equal annual installments of principal, together with interest due
thereon to date, commencing December 1, 1974.

Possession of said premises shall be delivered to buyer on the 1st day of December, 19 73

4. Said monthly payments are to be applied first to the payment of interest and second to the reduction of the
principal. Interest shall be charged from December 1, 1973 on all unpaid portions of the

purchase price at the rate of SEVEN per cent (7%) per annum. The Buyer, at his option at anytime,
may pay amounts in excess of the monthly payments upon the unpaid balance subject to the limitations of any mortgage
or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future
installments at the election of the buyer, which election must be made at the time the excess payment is made.

5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according
to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture
hereinafter stipulated, or as to any other remedies of the seller.

6. It is understood that there presently exists an obligation against said property in favor of _____
Tony Mascaro and Carmen M. Mascaro, his wife, and Mary Mascaro with an unpaid balance of
\$336,000.00 approximately as of December 1, 1973, which buyer is assuming

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said prem-
ises now in the process of being installed, or which have been completed and not paid for, outstanding against said prop-
erty, except the following None

8. The Seller is given the option to secure, conserve and maintain loans secured by said property of not to exceed the
then unpaid contract balance hereunder, bearing interest at the rate of not to exceed seven percent
(7%) per annum and payable in regular monthly installments; provided that the aggregate monthly installment
payments required to be made by Seller on said loans shall not be greater than each installment payment required to be
made by the Buyer under this contract. When the principal due hereunder has been reduced to the amount of any such
loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property
subject to said loans and mortgages.

9. SEVEN per cent (7%) per annum interest shall be charged on all unpaid portions of the purchase price from the date of delivery of possession to the Buyer.

10. SEVEN per cent (7%) per annum interest shall be charged on all unpaid portions of the purchase price from the date of delivery of possession to the Buyer.

11. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed
and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees
that there are no assessments against said premises except the following:

None

JAN 25 1974

Attested _____
Request of SECURITY TITLE COMPANY
Fee Paid, JERADEAN MARTIN
Register, Salt Lake County, Utah



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12. The Buyer agrees to pay the general taxes after December 1, 1973. Seller shall pay the 1973 taxes prorated to December 1, 1973.

14. In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of % of one percent per month until paid.

16. In the event of a failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, or within thirty days thereafter, the Seller, at his option shall have the following alternative remedies:

C. The Seller shall have the right, at his option, and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and pass title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of the State of Utah, and have the property sold and the proceeds applied to the payment of the balance owing, including costs and attorney's fees; and the Seller may have a judgment for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant to order of the court; and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption.

18. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such a time as such suspended payments shall equal any sums advanced as aforesaid.

20. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto. None

IN WITNESS WHEREOF, the said parties to this agreement have hereto signed their names, the day and year first above written.
Signed in the presence of
HI-COUNTRY ESTATES, SECOND, a limited partner

My commission expires September 24, 1974.
My residence is Salt Lake City, Utah.

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1225

EXHIBIT "A"

Handwritten initials and marks

The following lots in Hi-Country Estates Subdivision

HI-COUNTRY ESTATES PHASE 2

#3	10.69 Acres	#91	12.30 Acres	#138	10.70 Acres
#5	12.06 "	#92	13.00 "	#139	11.71 "
#7	10.20 "	#93	10.47 "	#140	10.77 "
#8	10.21 "	#94	15.05 "	#141	10.54 "
#11	19.96 "	#95	15.63 "	#142	32.16 "
#13	17.68 "	#96	17.74 "	#143	17.37 "
#14	15.24 "	#97	18.47 "	#144	22.46 "
#28	11.03 "	#98	23.17 "	#145	12.09 "
#31	10.51 "	#99	27.92 "	#146	17.09 "
#33	10.33 "	#100	12.02 "	#148	10.27 "
#34	10.13 "	#101	11.76 "	#149	10.72 "
#36	10.03 "	#104	11.74 "	#151	13.04 "
#37	10.42 "	#105	10.15 "	#154	10.09 "
#38	10.00 "	#107	10.06 "	#155	10.01 "
#40	10.97 "	#108	10.26 "	#156	10.72 "
#42	10.94 "	#109	15.98 "	#157	10.42 "
#43	12.67 "	#111	10.01 "	#158	10.82 "
#46	10.18 "	#112	10.28 "	#159	10.21 "
#47	10.84 "	#113	10.48 "	#160	10.78 "
#52	10.14 "	#114	10.02 "	#161	10.61 "
#54	11.08 "	#115	10.16 "	#162	10.63 "
#57	10.13 "	#116	15.24 "	#165	10.19 "
#60	10.81 "	#117	10.37 "		
#61	11.37 "	#118	17.73 "		
#62	13.62 "	#119	10.78 "		
#63	14.56 "	#120	10.04 "		
#68	10.47 "	#121	13.76 "		
#69	10.01 "	#122	11.60 "		
#70	10.01 "	#123	22.06 "		
#71	10.22 "	#124	20.67 "		
#76	15.59 "	#130	22.32 "		
#77	10.75 "	#131	10.56 "		
#78	14.51 "	#132	10.66 "		
#79	19.65 "	#133	11.26 "		
#80	10.80 "	#134	10.01 "		
#89	20.51 "	#135	11.60 "		
#90	20.20 "	#136	14.47 "		
#97	11.28 "				
#98	20.07 "				

= 1,264.68 ACRES
1262.25 *Handwritten mark*

Together with all easements and rights-of-way and the right to use
the roadways of Hi-Country Estates Subdivision and all water rights owned by
Seller with respect to this property.

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SUPPLEMENTAL SCHEDULE "A"

Beginning at a point which is North 1063.39 feet and West 1049.14 feet from the Southeast corner of Section 8, T4S, R2W, S.L.B. & M. and running thence N 33°48'14" E, 717.96 feet to a point on a 760.00 foot radius curve to the left, (radius point bears N 33°48'14" E); thence Southeasterly along said curve an arc distance of 166.71 feet (delta angle = 12°34'04"); thence S 68°45'50" E, 186.99 feet to a point on a 600.00 foot radius curve to the right, (radius point bears S 21°14'10" W); thence Southeasterly along said curve an arc distance of 436.27 feet, (delta angle = 41°39'38"); thence S 27°06'12" E, 62.46 feet; thence S 62°53'48" W, 616.24 feet; thence N 71°44'49" W, 555.20 feet to the point of beginning.

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

Parcel 5

Beginning at a point which is North 1346.49 feet and West 1846.87 feet from the Southeast corner of Section 8, T4S, R2W, S.L.B. & M. and running thence N 0°01'34" E, 691.04 feet; thence N 68°56'59" E, 850.00 feet; thence S 21°03'01" E, 326.09 feet to a point on a 760.00 foot radius curve to the left (radius point bears N 68°56'59" E); thence Southeasterly along said curve an arc distance of 129.08 feet (delta angle = 9°43'52"); thence S 59°13'07" W, 1125.64 feet to the point of beginning.

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

Parcel 7

Beginning at a point which is North 2074.49 feet and West 1861.87 feet from the Southeast corner of Section 8, T4S, R2W, S.L.B. & M. and running thence N 20°35'02" W, 645.04 feet; thence N 84°59'01" E, 880.00 feet; thence S 21°03'01" E, 401.95 feet; thence S 68°56'59" W, 851.02 feet to the point of beginning.

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

Parcel 8

Beginning at a point which is S 0°04'29" W, 3193.91 feet along the 1/4 line from the North 1/4 corner of Section 8, T4S, R2W, S.L.B. & M. and running thence N 0°04'29" E along said 1/4 line 592.15 feet; thence N 84°59'01" E, 1419.88 feet; thence S 21°03'01" E, 41.62 feet; thence S 84°59'01" W, 880.00 feet; thence S 20°35'02" E, 645.04 feet; thence N 89°45'15" W, 780.33 feet to the point of beginning.

Subject to a 25 foot R/W across the Northeast corner.

Parcel 11

Beginning at the North 1/4 corner of Section 8, T4S, R2W, S.L.B. & M. and running thence S 89°48'02" E along the section line, 402.23 feet; thence S 0°05'45" W, 1626.51 feet; thence S 63°37'58" E, 1000.00 feet to a point on 300.00 foot radius curve to the left (radius point bears S 55°58'14" E); thence Southwesterly along said curve an arc distance of 40.12 feet (delta angle = 7°39'44"); thence N 63°37'58" W, 994.69 feet; thence N 89°45'15" W, 493.32 feet to the said 1/4 line; thence N 0°04'29" E along said 1/4 line, 1663.18 feet to the point of beginning.

Subject to a 25 foot R/W across the Southeast corner.

W-3505 and 13

POOR COPY

Beginning at a point which is S 89°48'02" E, 439.26 feet along the section line from the North 1/4 corner Section 6, T4S, R2W, S.L.B. & M. and running thence S 89°48'02" E along said section line, 558.92 feet; thence S 0°05'45" W, 1207.73 feet; thence S 41°03'51" E, 860.00 feet; thence S 48°56'09" W, 40.00 feet; thence N 41°03'51" W, 751.82 feet; thence N 89°54'15" W, 600.00 feet; thence N 0°05'45" E, 1316.51 feet to the point of beginning.

Subject to a 25 foot R/W across the Southeast corner.

Parcel 14

Beginning at a point which is N 89°48'02" W, 1136.26 feet along the section line from the Northeast corner of Section 8, T4S, R2W, S.L.B. & M. and running thence S 0°05'45" W, 1658.66 feet; thence S 41°03'51" E, 225.00 feet; thence S 48°56'09" W, 40.00 feet; thence N 41°03'51" W, 860.00 feet; thence N 0°05'45" E, 1207.73 feet; thence S 89°48'02" E, along said section line 448.05 feet to the point of beginning.

Subject to a 25 foot R/W across the Southeast corner.

Parcel 28

Beginning at a point which is South 1592.05 feet and East 52.64 feet from the Northeast corner of Section 8, T4S, R2W, S.L.B. & M. and running thence N 68°42'18" E, 270.00 feet; thence S 9°56'19" E, 182.41 feet to a point on a 560.00 foot radius curve to the right (radius point bears N 9°56'39" W); thence Westerly along said curve an arc distance of 36.22 feet (delta angle = 30°43'25"); thence N 69°15'14" W, 260.17 feet to a point on a 700.00 foot radius curve to the left (radius point bears S 20°44'46" W); thence Westerly along said curve an arc distance of 151.18 feet (delta angle = 12°22'28"); thence N 81°37'42" W, 297.00 feet to a point on a 300.00 foot radius curve to the right (radius point bears N 8°22'18" E); thence Westerly along said curve an arc distance of 91.72 feet (delta angle = 17°31'00"); thence N 51°48'33" E, 846.39 feet to the point of beginning.

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

Parcel 34

Beginning at a point which is North 2207.61 feet and East 1033.15 feet from the Southwest corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 15° 11'50" W, 834.88 feet; thence N 74° 48'16" E, 185.84 feet to a point on a 700.00 foot radius curve to the right (radius point bears S 15° 11'50" E); thence Easterly along said curve an arc distance of 346.12 feet (delta angle = 28°19'48"); thence S 14° 29'00" E, 800.85 feet; thence S 74° 04'16" W, 300.00 feet; thence S 89° 14'00" W, 215.00 feet to the point of beginning.

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

Parcel 36

Beginning at a point which is North 2191.40 feet and East 171.87 feet from the Southwest corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 69°42'32" W, 191.00 feet; thence N 20°44'46" E, 846.39 feet; thence S 6°15'14" E, 236.38 feet to a point on a 560.00 foot radius curve to the left (radius point bears N 20°44'46" E); thence Westerly along said curve an arc distance of 151.18 feet (delta angle = 12°22'28"); thence S 0°40'25" W, 712.16 feet; thence S 89°14'00" W, 515.13 feet to the point of beginning.

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

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Beginning at a point which is North 2465.45 feet and West 912.85 feet from the Southeast corner of Section 8, T4S, R2W, S.L.B. & M. and running thence N 24°05'10" E, 746.74 feet to a point on a 300.00 foot radius curve to the left (radius point bears N 25°53'19" E); thence South-easterly along said curve an arc distance of 91.72 feet (delta angle = 17°31'00"); thence S 81°37'42" E, 297.00 feet to a point on a 700.00 foot radius curve to the right (radius point bears S 8°22'18" W); thence South-easterly along said curve an arc distance of 151.18 feet (delta angle = 12°22'28"); thence S 69°15'14" E, 24.19 feet; thence S 20°44'46" W, 826.39 feet; thence N 69°42'32" W, 599.00 feet to the point of beginning.

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

Parcel 38

Beginning at a point which is North 2465.45 feet and West 912.85 feet from the Southeast corner of Section 8, T4S, R2W, S.L.B. & M. and running thence S 62°24'25" W, 176.25 feet; thence N 21°03'01" W, 578.52 feet to a point on a 300.00 foot radius curve to the right (radius point bears N 68°56'59" E); thence Northerly along said curve an arc distance of 366.45 feet (delta angle = 69°59'10"); thence N 46°56'09" E, 345.18 feet; thence S 41°03'51" E, 350.71 feet to a point on a 300.00 foot radius curve to the left (radius point bears N 48°56'09" E); thence Southeasterly along said curve an arc distance of 120.68 feet (delta angle = 23°02'51"); thence S 24°05'10" W, 746.74 feet to the point of beginning.

Subject to a 25 foot R/W along the Northwesterly and Easterly sides.

Parcel 40

Beginning at a point which is North 2191.49 feet and West 171.87 feet from the Southeast corner of Section 8, T4S, R2W, S.L.B. & M. and running thence N 89°14'00" E, 720.13 feet; thence S 0°59'24" E, 214.00 feet; thence S 46°59'28" W, 887.54 feet to a point on a 600.00 foot radius curve to the left (radius point bears S 46°59'28" W); thence Northwesterly along said curve an arc distance of 269.71 feet (delta angle = 25°45'18"); thence N 68°45'50" W, 102.25 feet; thence N 21°14'10" E, 668.07 feet to the point of beginning.

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

Parcel 42

Beginning at a point which is North 868.42 feet and East 571.21 feet from the Southwest corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 0°59'24" W, 1332.90 feet; thence N 82°14'00" E, 350.00 feet; thence S 0°59'24" E, 1390.54 feet; thence N 81°25'12" W, 354.94 feet to the point of beginning.

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

Parcel 43

Beginning at a point which is North 815.47 feet and East 922.18 feet from the Southwest corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 0°59'24" W, 1390.54 feet; thence N 69°14'00" E, 350.00 feet; thence S 3°46'06" E, 903.57 feet; thence S 0°08'38" W, 702.55 feet; thence N 81°31'41" W, 75.08 feet to a point on a 150.00 foot radius curve to the left (radius point bears N 81°31'41" W); thence Northwesterly along said curve an arc distance of 235.34 feet (delta angle = 89°53'31"); thence N 81°25'12" W, 185.40 feet to the point of beginning.

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

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Beginning at a point which is North 2421.71 feet and East 2233.47 feet from the Southwest corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 74°04'10" E, 400.00 feet; thence S 47°22'50" E, 832.81 feet; thence S 57°56'00" E, 109.00 feet to a point on a 700.00 foot radius curve to the right (radius point bears N 32°04'00" E); thence Southwesterly along said curve an arc distance of 283.44 feet (delta angle = 23°12'00"); thence S 81°08'00" E, 128.30 feet to a point on a 600.00 foot radius curve to the left (radius point bears S 8°52'00" E); thence Southwesterly along said curve an arc distance of 195.01 feet (delta angle = 18°37'20"); thence N 27°29'20" W, 811.48 feet to the point of beginning.

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

Parcel 47

Beginning at a point which is North 2601.49 feet and East 2718.13 feet from the Southwest corner of Section 5, T4S, R2W, S.L.B. & M. and running thence N 3°38'41" E, 267.42 feet; thence S 75°08'24" E, 1026.37 feet to a point on a 1400.00 foot radius curve to the right (radius point bears N 75°08'24" W); thence Southwesterly along said curve an arc distance of 129.67 feet (delta angle = 5°18'24"); thence S 20°16'00" W, 256.85 feet to a point on a 370.00 foot radius curve to the right (radius point bears N 69°50'00" W); thence Southwesterly along said curve an arc distance of 243.89 feet (delta angle = 37°46'00"); thence S 57°56'00" W, 95.55 feet; thence N 47°22'50" W, 882.81 feet to the point of beginning.

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

Parcel 49

Beginning at a point which is North 3568.53 feet and East 2679.73 feet from the Southwest corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 89°53'45" E, 1217.86 feet to a point on a 540.00 foot radius curve to the right (radius point bears N 85°40'23" W); thence Southwesterly along said curve an arc distance of 137.26 feet (delta angle = 14°33'51"); thence S 18°53'28" W, 428.81 feet to a point on a 1500.00 foot radius curve to the left (radius point bears S 71°06'32" E); thence Southwesterly along said curve an arc distance of 42.08 feet (delta angle = 1°36'27"); thence N 72°42'59" W, 1104.19 feet; thence N 3°38'41" E, 250.00 feet to the point of beginning.

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

Parcel 52

Beginning at a point which is S 0°04'20" W, 1324.83 feet along the section line from the Northeast corner Section 9, T4S, R2W, S.L.B. & M.; and running thence S 0°04'20" W, 1061.06 feet; thence N 89°53'40" W, 370.00 feet; thence N 0°04'20" E, 1014.93 feet; thence S 80°58'12" W, 1001.41 feet to a point on a 185.00 foot radius curve to the right (radius point bears N 86°32'31" E); thence Northeasterly along said curve an arc distance of 162.90 feet (delta angle = 50°27'05"); thence S 0°05'51" W, 100.05 feet; thence N 89°58'12" E, 1313.17 feet to the point of beginning.

Subject to a 25 foot R/W across the Northwest corner. Also subject to a 30 foot utility easement for the Herriman Pipeline Co.

Parcel 54

Beginning at a point which is South 2385.41 feet and East 373.00 feet from the Northwest corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 79°13'28" W, 1146.02 feet; thence N 18°53'22" E, 352.31 feet to a point on a 540.00 foot radius curve to the left (radius point bears N 71°06'38" W); thence Northeasterly along said curve an arc distance of 89.32 feet (delta angle = 9°29'38"); thence S 80°35'16" E, 1004.64 feet; thence S 0°04'20" W, 469.93 feet to the point of beginning.

Subject to a 25 foot R/W along the East side. Also subject to a 30 foot utility easement for the Herriman Pipeline Co.

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ROAD CORV

Beginning at a point which is N 0°04'20" E, 2178.41 feet along the section line from the Southeast corner of Section 9, T4S, R1W, S.L.B. & M. and running thence S 0°04'20" W along said section line 695.00 feet; thence N 89°57'48" W, 634.83 feet; thence N 0°02'12" E, 695.00 feet; thence S 89°57'48" E, 635.26 feet to the point of beginning.

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

Parcel 60

Beginning at the Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 0°00'11" W, 981.54 feet along the section line; thence N 43°37'12" W, 919.09 feet; thence N 0°02'12" E, 410.00 feet; thence S 89°57'48" E, 633.96 feet, more or less, to the East line of said Section 16; thence S 0°04'20" W along said section line 93.41 feet to the point of beginning.

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

Parcel 61

Beginning at a point which is S 0°00'11" W, 981.54 feet along the section line from the Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 0°00'11" W along said section line 1246.28 feet; thence N 45°14'32" W, 534.33 feet; thence N 0°02'12" E, 1195.00 feet; thence N 43°37'12" W, 370.18 feet; thence N 0°02'12" E, 72.43 feet; thence S 43°37'12" E, 919.09 feet, more or less, to the point of beginning.

Subject to a 50 foot R/W across the Northwest corner.

Parcel 62

Beginning at a point which is South 1129.52 feet and West 1107.74 feet from the Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and running thence N 32°35'11" E, 879.34 feet; thence S 43°37'12" E, 370.18 feet; thence S 0°02'12" W 1195.00 feet; thence N 45° 14'32" W, 1025.50 feet to the point of beginning.

Subject to a 50 foot R/W across the Northerly corner.

Parcel 63

Beginning at a point which is South 932.67 feet and West 1580.41 feet from the Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and running thence N 0°13'02" E, 708.47 feet; thence N 89°57'48" E, 943.70 feet; thence S 0°02'12" W, 165.00 feet; thence S 32°35'11" W, 879.34 feet; thence N 67°23'28" W, 512.04 feet to the point of beginning.

Subject to a 50 foot R/W along the Northeast side.

Parcel 68

Beginning at a point which is North 1775.96 feet and West 1301.26 feet from the Southeast corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 12°12'00" E, 875.64 feet; thence S 77°48'00" E, 252.99 feet to a point on a 300.00 foot radius curve to the right (radius point bears S 12°12'00" W); thence Southwesterly along said curve an arc distance of 407.55 feet (delta angle = 77°50'12"); thence S 0°02'12" W, 506.56 feet; thence S 89°57'48" W, 668.39 feet to the point of beginning.

Subject to a 25 foot R/W along the East and Northeast sides. Also subject to a 10 foot utility easement for the Herriman Pipeline Co.

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Beginning at a point which is North 1726.83 feet and West 1311.09 feet from the Southeast corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 56°30'29" W, 672.83 feet to a point on a 370.00 foot radius curve to the left (radius point bears N 37°10'00" W); thence Northeasterly along said curve an arc distance of 210.95 feet (delta angle = 32°40'00"); thence N 20°10'00" E, 256.85 feet to a point on a 1400.00 foot radius curve to the left (radius point bears N 62°10'00" W); thence Northeasterly along said curve an arc distance of 194.66 feet (delta angle = 7°58'00"); thence N 12°12'00" E, 43.52 feet; thence S 77°48'00" E, 492.15 feet; thence S 12°12'00" W, 925.91 feet to the point of beginning.

Subject to a 25 foot R/W along the Northwest and Northeast sides. Also subject to a 10 foot utility easement for the Herriman Pipeline Co.

Parcel 70

Beginning at a point which is North 1377.82 feet and West 1312.66 feet from the Southeast corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 59°52'00" W, 569.60 feet; thence N 24°07'44" W, 658.34 feet to a point on a 700.00 foot radius curve to the left (radius point bears N 34°07'14" W); thence Northeasterly along said curve an arc distance of 96.98 feet (delta angle = 7°56'16"); thence N 57°56'00" E, 195.55 feet to a point on a 370.00 foot radius curve to the left (radius point bears N 32°04'00" W); thence Northeasterly along said curve an arc distance of 32.93 feet (delta angle = 5°06'00"); thence S 56°30'29" E, 672.83 feet; thence S 0°05'51" W, 399.00 feet to the point of beginning.

Subject to a 25 foot R/W along the Northwestern side. Also subject to a 10 foot utility easement for the Herriman Pipeline Co.

Parcel 71

Beginning at a point which is North 1329.13 feet and West 1882.26 feet from the Southeast corner of Section 9, T4S, R2W, S.L.B. & M. and running thence N 89°52'08" W, 1099.00 feet; thence N 21°08'00" E, 159.99 feet to a point on a 600.00 foot radius curve to the right (radius point bears S 68°52'00" E); thence Northeasterly along said curve an arc distance of 628.32 feet (delta angle = 60°00'00"); thence N 81°08'00" E, 129.30 feet to a point on a 700.00 foot radius curve to the left (radius point bears N 6°52'03" W); thence Northeasterly along said curve an arc distance of 186.46 feet (delta angle = 15°15'44"); thence S 24°07'44" E, 658.24 feet to the point of beginning.

Subject to a 25 foot R/W along the Northwestern side. Also subject to a 10 foot utility easement for the Herriman Pipeline Co.

Parcel 76

Beginning at a point which is South 1009.00 feet and West 1570.73 feet from the Northeast Corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 0° 13'02" W, 372.20 feet; thence S 3° 06'45" W, 784.10 feet; thence N 82°45'56" W, 776.27 feet; thence N 21° 07'32" E, 650.17 feet; thence N 69° 46'58" W, 913.76 feet to a point on a 300.00 foot radius curve to the left (radius point bears S 71°37'33" W); thence Northeasterly along said curve an arc distance of 28.72 feet (delta angle = 5°29'05"); thence N 23°51'32" E, 20.00 feet; thence S 89° 46'58" E, 1105.58 feet; thence N 0° 13'02" E, 408.10 feet; thence S 89° 46'58" E, 404.81 feet to the point of beginning.

Subject to a 25 foot R/W across the Westernmost corner. Also subject to a 10 foot utility easement for the Herriman Pipeline Co. and a 50 foot R/W for existing roadway.

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Beginning at a point which is South 1459.70 feet and East 2507.17 feet from the Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 21°07'32" W, 650.17 feet; thence N 82°45'56" W, 751.62 feet; thence N 7°14'04" E, 91.43 feet to a point on a 200.00 foot radius curve to the left (radius point bears N 82°45'56" W); thence Northerly along said curve an arc distance of 81.76 feet (delta angle = 23°25'25"); thence N 21°44'04" E, 148.55 feet to a point on a 300.00 foot radius curve to the left (radius point bears N 68°15'56" W); thence Northerly along said curve an arc distance of 210.01 feet (delta angle = 40°06'31"); thence S 89°46'58" E, 913.76 feet to the point of beginning.

Subject to a 25 foot R/W along the West side. Also subject to a 10 foot utility easement for the Herriman Pipeline Co.

Parcel 78

Beginning at a point which is North 460.86 feet and East 3255.87 feet from the West 1/4 corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 7°33'43" E, 413.72 feet; thence N 82°45'56" W, 1633.54 feet; thence N 7°14'04" E, 400.00 feet; thence S 82°45'56" E, 1527.89 feet to the point of beginning.

Subject to a 25 foot R/W along the West side. Also, subject to a 10 foot utility easement for the Herriman Pipeline Co.

Parcel 79

Beginning at a point which is North 50.73 feet and East 3310.33 feet from the West 1/4 corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 7°33'43" E, 514.81 feet; thence S 68°20'00" W, 550.72 feet; thence N 82°45'56" W, 957.79 feet to a point on a 600.00 foot radius curve to the left (radius point bears N 53°21'02" W); thence Northwesterly along said curve an arc distance of 308.03 feet (delta angle = 79°24'43"); thence N 7°14'04" E, 96.59 feet; thence S 82°45'56" E, 1633.54 feet to the point of beginning.

Subject to a 25 foot R/W along the West side. Also subject to a restricted area.

Parcel 80

Beginning at a point which is South 121.97 feet and East 1543.79 feet from the West 1/4 corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 82°45'56" E, 957.35 feet; thence S 40°09'41" W, 734.18 feet; thence S 16°53'00" W, 259.17 feet to a point on a 200.00 foot radius curve to the right (radius point bears N 54°58'11" E); thence Northwesterly along said curve an arc distance of 6.96 feet; thence N 33°02'13" W, 414.28 feet to a point on a 1000.00 foot radius curve to the left (radius point bears S 56°57'47" W); thence Northwesterly along said curve an arc distance of 221.00 feet (delta angle = 12°39'44"); thence N 45°41'57" W, 94.99 feet to a point on a 200.00 foot radius curve to the right (radius point bears N 44°18'03" E); thence Northerly along said curve an arc distance of 287.45 feet (delta angle = 82°20'55"); thence N 36°38'58" E, 96.24 feet to the point of beginning.

Subject to a 25 foot R/W along the Southwesterly and Northwesterly sides. Also subject to a restricted area.

Parcel 88

Beginning at a point which is North 1620.00 feet and East 3900.00 feet from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence West 617.56 feet; thence North 614.95 feet; thence N 70°12'00" E, 1424.59 feet; thence S 14°08'00" E, 465.15 feet; thence S 75°52'00" W, 522.75 feet; thence S 43°58'20" W, 533.70 feet to the point of beginning.

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

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Beginning at a point which is North 2070.57 feet and East 2070.57 feet from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence S 86°28'30" E, 651.90 feet; thence North 1252.25 feet to the West 800.00 feet; thence N 21°40'00" E, 134.04 feet; thence N 4°56'03" E, 1149.26 feet to the point of beginning.

Subject to a 25 foot R/W along the Northwest and a 50 foot R/W across the Southerly corner. Also subject to a restricted area.

Parcel 90

Beginning at a point which is North 2949.57 feet and East 2690.77 feet from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence S 4°56'03" W, 1149.26 feet; thence S 21°40'00" W, 134.04 feet; thence S 21°40'00" W, 426.33 feet to a point on a 500.00 foot radius curve to the left (radius point bears S 68°20'00" E); thence Northwesterly along said curve an arc distance of 92.23 feet (delta angle = 10°34'06"); thence West, 562.30 feet; thence N 13°32'58" E, 29.17 feet to a point on a 600.00 foot radius curve to the left (radius point bears N 76°27'02" W); thence Northerly along said curve an arc distance of 240.00 feet (delta angle = 22°55'06"); thence N 9°22'08" W, 130.00 feet to a point on a 500.00 foot radius curve to the right (radius point bears N 80°37'52" E); thence Northerly along said curve an arc distance of 261.27 feet (delta angle = 29°56'21"); thence N 20°34'13" E, 352.65 feet to a point on a 230.00 foot radius curve to the right (radius point bears S 69°25'47" E); thence Northeasterly along said curve an arc distance of 146.12 feet (delta angle = 36°23'47"); thence N 56°58'10" E, 514.51 feet to a point on a 500.00 foot radius curve to the left (radius point bears N 33°01'50" W); thence Northeasterly along said curve an arc distance of 329.85 feet (delta angle = 37°47'52") to the point of beginning.

Subject to a 25 foot R/W along the Southeasterly and Westerly sides. Also subject to a restricted area.

Parcel 91

Beginning at a point which is North 1680.00 feet and East 2542.43 feet from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence East, 1417.56 feet; thence South, 360.00 feet; thence West 1551.46 feet to a point on a 500.00 foot radius curve to the right (radius point bears S 78°54'06" E); thence Northeasterly along said curve an arc distance of 92.23 feet (delta angle = 10°34'06"); thence N 21°40'00" E, 292.29 feet to the point of beginning.

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

Parcel 92

Beginning at a point which is North 1465.69 feet and East 3700.00 feet from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence S 86°23'54" E, 599.20 feet; thence S 3°36'06" W, 187.25 feet to a point on a 800.00 foot radius curve to the right (radius point bears N 86°23'54" W); thence Southwesterly along said curve an arc distance of 299.99 feet (delta angle = 21°29'06"); thence S 25°05'12" W, 222.60 feet to a point on a 600.00 foot radius curve to the left (radius point bears S 64°54'48" E); thence Southwesterly along said curve an arc distance of 137.72 feet (delta angle = 9°51'49"); thence S 15°13'23" W, 187.68 feet to a point on a 375.00 foot radius curve to the right (radius point bears N 74°46'37" W); thence Southwesterly along said curve an arc distance of 173.62 feet (delta angle = 26°31'38"); thence S 41°45'01" W, 359.22 feet; thence North, 1444.1 feet to the point of beginning.

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

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Beginning at a point which is North 1060.00 feet and East 310.00 feet from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence N 43° 58' 20" E, 533.70 feet; thence N 75° 52' 00" E, 522.75 feet; thence S 14° 08' 00" E, 326.84 feet; thence S 78° 04' 44" W, 61.10 feet to a point on a 400.00 foot radius curve to the left (radius point bears S 11° 55' 16" E); thence Southwesterly along said curve an arc distance of 519.95 feet (delta angle = 74° 28' 38"); thence N 86° 23' 54" W, 599.20 feet; thence East, 214.31 feet to the point of beginning.

Subject to a 25 foot R/W along the Northeast and Southeast sides.

Parcel 94

Beginning at a point which is North 2294.95 feet and East 2342.44 feet from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence North 637.30 feet; thence S 88° 28' 38" E, 448.10 feet; thence N 83° 51' 40" E, 846.68 feet to a point on a 600.00 foot radius curve to the left (radius point bears N 79° 05' 44" E); thence Southeasterly along said curve an arc distance of 33.81 feet (delta angle = 3° 13' 44"); thence S 14° 08' 00" E, 345.53 feet; thence S 75° 52' 00" W, 1444.59 feet to the point of beginning.

Subject to a 25 foot R/W along the Northeast side. Also subject to a restricted area.

Parcel 95

Beginning at a point which is South 1948.13 feet and East 3569.16 feet from the West 1/4 corner of Section 16, T4S, R2W, S.L.B. & M. and running thence N 68° 20' 00" E, 1049.57 feet; thence S 20° 31' 15" E, 111.66 feet; thence S 22° 41' 08" E, 224.22 feet; thence S 24° 27' 34" W, 128.45 feet to a point of a 600.00 foot radius curve to the right (radius point bears S 81° 05' 29" W); thence Southeasterly along said curve an arc distance of 147.75 feet (delta angle = 14° 06' 31"); thence S 5° 11' 59" W, 85.83 feet to a point of a 600.00 foot radius curve to the left (radius point bears S 84° 43' 00" E); thence Southeasterly along said curve an arc distance of 168.65 feet (delta angle = 16° 06' 16"); thence S 83° 51' 40" W, 846.68 feet; thence N 21° 40' 00" W, 572.52 feet to the point of beginning.

Subject to a 25 foot R/W along the Northeast side. Also subject to a restricted area.

Parcel 96

Beginning at a point which is South 1948.13 feet and East 3569.17 feet from the West 1/4 corner of Section 16, T4S, R2W, S.L.B. & M. and running thence N 21° 40' 00" W, 725.00 feet; thence N 68° 20' 00" E, 1167.78 feet; thence S 12° 19' 59" E, 306.86 feet; thence S 20° 31' 15" E, 422.29 feet; thence S 68° 20' 00" W, 1049.57 feet to the point of beginning.

Subject to a 25 foot R/W along the Northeast side. Also subject to a restricted area.

Parcel 97

Beginning at a point which is South 1274.36 feet and East 3301.42 feet from the West 1/4 corner of Section 16, T4S, R2W, S.L.B. & M. and running thence N 21° 40' 00" W, 189.54 feet; thence N 40° 00' 00" E, 568.21 feet; thence N 68° 20' 00" E, 1167.38 feet; thence S 26° 58' 50" E, 417.55 feet; thence S 39° 54' 06" E, 281.28 feet; thence S 12° 19' 59" E, 46.62 feet; thence S 68° 20' 00" W, 1107.78 feet to the point of beginning.

Subject to a 25 foot R/W along the Northeast side. Also subject to a restricted area.

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Parcel 98

Beginning at a point which is South 1371.19 feet and West 1072.14 feet from the Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 69°45'58" E, 390.00 feet; thence S 29°59'39" E, 1560.63 feet; thence S 68°20'00" W, 300.00 feet; thence S 21°40'00" E, 167.08 feet; thence S 68°20'00" W, 601.55 feet; thence N 7°33'43" W, 920.53 feet; thence N 3°06'45" E, 784.10 feet to the point of beginning.

Subject to a 50 foot R/W turn-around, the center of which is South 2716.44 feet and West 1418.39 feet from said Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and a 50 foot R/W for existing roadway.

Parcel 99

Beginning at a point which is South 932.67 feet and West 1580.44 feet from the Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 67°23'28" E, 512.04 feet; thence S 45°14'32" E, 1039.06 feet; thence S 0°00'11" W, 492.58 feet; thence S 68°20'00" W, 1083.30 feet; thence N 21°40'00" W, 50.00 feet; thence N 68°20'00" E, 300.00 feet; thence N 20°59'39" W, 1300.06 feet; thence N 0°13'02" E, 450.00 feet to the point of beginning.

Subject to a 25 foot R/W across the Southwest corner. Also subject to a 50 foot R/W for existing roadway.

Parcel 100

Beginning at a point which is South 2353.72 feet and West 369.94 feet from the Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 0°00'11" W, 597.78 feet; thence S 68°20'00" W, 801.31 feet; thence N 39°54'06" W, 23.89 feet; thence N 26°58'50" W, 475.08 feet; thence N 30°57'44" W, 60.61 feet; thence N 68°20'00" E, 1083.30 feet to the point of beginning.

Subject to a 25 foot R/W along the Southwest side. Also subject to a 50 foot R/W for existing roadway.

Parcel 101

Beginning at a point which is S 0°00'11" W, 3342.03 feet along the section line from the Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 0°00'11" W, 344.45 feet; thence S 68°20'00" W, 854.87 feet; thence N 20°31'15" W, 226.45 feet; thence N 12°19'59" W, 353.48 feet; thence N 39°54'06" W, 257.39 feet; thence N 68°20'00" E, 502.10 feet; thence S 19°01'25" E, 500.00 feet; thence N 68°20'00" E, 521.74 feet to the point of beginning.

Subject to a 25 foot R/W along the Southwest side. Also subject to a 50 foot R/W for an existing roadway.

Parcel 104

Beginning at a point which is S 0°00'11" W, 4511.53 feet along the section line from the Northeast corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 81°05'21" W, 661.12 feet; thence N 24°27'34" E, 124.45 feet; thence N 22°41'08" W, 124.72 feet; thence N 20°31'15" W, 307.56 feet; thence N 68°20'00" E, 854.87 feet; thence S 0°00'11" W along the section line 825.00 feet to the point of beginning.

Subject to a 25 foot R/W along the Southwest side. Also subject to a 50 foot R/W for an existing roadway.

REC-3506 MA 190

POOR COPY

6-736

Beginning at a point which is S 0°00'11" W, 4011.58 feet to the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence S 0°00'11" W along said section line, 661.16 feet; thence S 75°52'00" W, 508.98 feet; thence N 14°08'00" W, 284.52 feet to a point on a 600.00 foot radius curve to the right (radius point bears N 75°52'00" W); thence Northerly along said curve an arc distance of 202.46 feet (delta angle = 13°20'00"); thence N 5°12'00" E, 65.83 feet to a point on a 600.00 foot radius curve to the left (radius point bears N 84°48'00" W); thence Northerly along said curve an arc distance of 147.75 feet (delta angle = 14°06'31"); thence N 81°05'29" E, 661.32 feet, more or less, to the point of beginning.

Subject to a 25 foot R/W along the Westerly side. Also subject to a 50 foot R/W for existing roadway.

Parcel 107

Beginning on the East line of Section 21, T4S, R2W, S.L.B. & M. at a point which is North 1879.90 feet and East 5280.10 feet from the West 1/4 corner of said section 21; thence S 0°00'11" W along said section line 778.99 feet; thence N 79°10'46" W, 747.09 feet; thence N 3°16'06" E, 157.25 feet to a point on a 400.00 foot radius curve to the right (radius point bears S 86°23'54" E); thence Northeasterly along said curve an arc distance of 519.95 feet (delta angle = 74°28'38"); thence N 78°04'44" E, 414.44 feet, more or less, to the point of beginning.

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

Parcel 108

Beginning at a point which is North 1241.16 feet and East 4546.25 feet from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence S 79°10'46" E, 747.09 feet; thence S 0°00'11" W, 676.95 feet; thence N 64°54'58" W, 955.45 feet; thence N 25°05'12" E, 136.00 feet to a point on a 800.00 foot radius curve to the left (radius point bears N 64°54'48" W); thence Northeasterly along said curve an arc distance of 299.99 feet (delta angle = 21°29'06") to the point of beginning.

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

Parcel 109

Beginning at a point which is North 829.06 feet and East 4414.70 feet from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence S 64°54'48" E, 955.45 feet, more or less, to the East line of said Section 21; thence S 0°00'11" W along said section line, 423.06 feet, more or less, to the 40-acre line; thence West along said 40-acre line 1320.00 feet, more or less, to the 1/4 section line; thence North along said 1/4 section line 21.08 feet; thence N 41°45'01" E, 359.22 feet to a point on a 375.00 foot radius curve to the left (radius point bears N 48°14'59" W); thence Northeasterly along said curve an arc distance of 173.62 feet (delta angle = 26°31'38"); thence N 15°13'23" E, 187.68 feet to a point on a 800.00 foot radius curve to the right (radius point bears S 74°46'37" E); thence Northeasterly along said curve an arc distance of 137.72 feet (delta angle = 9°51'49"); thence N 25°05'12" E, 86.69 feet to the point of beginning.

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

Parcel 111

Beginning on the South line of the Northwest 1/4 of the Southeast 1/4 of Section 21, T4S, R2W, S.L.B. & M. which point is South 1320.00 feet and East 3660.00 feet from the West 1/4 corner of Section 21, and running thence West along said South line 905.00 feet; thence N 30°06'24" E, 665.70 feet to a point on a 200.00 foot radius curve to the left (radius point bears N 36°11'31" E); thence Easterly along said curve an arc distance of 214.75 feet (delta angle = 84°20'00"); thence S 14°41'26" E, 803.04 feet, more or less, to the point of beginning.

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

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Beginning on the South line of the Northwest 1/4 of the Southeast 1/4 of Section 21, T4S, R2W, S.L.B. & M. which point is South 1320.00 feet and East 2755.00 feet from the West 1/4 corner of said section 21, and running thence West along said South line 584.51 feet; thence N 36°11'31" E, 1205.57 feet; thence S 53°48'29" E, 380.00 feet; thence S 30°06'24" W, to the point of beginning.

Continuing -

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

Parcel 113

Beginning at a point which is South 870.83 feet and East 2499.13 feet from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence N 71°22'15" W, 582.27 feet; thence N 18°31'45" E, 353.01 feet to a point on a 375.00 foot radius curve to the right (radius point bears S 71°22'15" E); thence Easterly along said curve an arc distance of 704.00 feet; (delta angle = 107°33'46"); thence S 53°48'29" E, 304.13 feet; thence N 71°22'15" W, 649.01 feet to the point of beginning.

Continuing -

Subject to a 25 foot R/W along the northerly and Northwesterly sides.

Parcel 114

Beginning on the South line of the Northwest 1/4 of the Southeast 1/4 of Section 21, T4S, R2W, S.L.B. & M. which point is South 1320.00 feet and East 2170.48 feet from the West 1/4 corner of Section 21 and running thence West along said South line 754.27 feet; thence N 25°54'43" E, 577.19 feet to a point on a 200.00 foot radius curve to the left (radius point bears N 25°54'43" E); thence Easterly along said curve an arc distance of 339.58 feet (delta angle = 97°16'58"); thence S 71°22'15" E, 582.27 feet; thence S 36°11'31" W, 556.56 feet, more or less, to the point of beginning.

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

Parcel 115

Beginning on the South line of the Northwest 1/4 of the Southeast 1/4 of Section 21, T4S, R2W, S.L.B. & M. which point is South 1320.00 feet and East 740.04 feet from the West 1/4 corner of Section 21 and running thence N 25°54'43" E, 873.55 feet; thence S 64°05'17" E, 610.00 feet; thence S 25°54'43" W, 577.19 feet, more or less, to said South line, thence West along said South line 678.18 feet to the point of beginning.

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

Parcel 116

Beginning at a point which is S 21°47'00" E, 1421.50 feet along the section line from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence N 21°47'00" W along said section line 1224.97 feet to a point on a 435.00 foot radius curve to the right (radius point bears S 21°43'54" E); thence Easterly along said curve an arc distance of 361.72 feet (delta angle = 47°38'37"); thence S 64°05'17" E, 775.66 feet; thence S 25°54'43" W, 673.55 feet, more or less, to the South line of Lot 6 of Section 21; thence West along said South line 212.52 feet to the point of beginning.

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

WEX3506 WA 192

POOR COPY

Beginning at the East 1/4 corner of the Northeast 1/4 of the Southeast 1/4 of Section 20, T4S, R2W, S.L.B. & M. which point is South 1320.00 feet, more or less, along the 40-acre line from the East 1/4 corner of said Section 20 and running thence west along the 40-acre line 230.00 feet; thence N 31°18'10" E 631.83 feet to a point on a 155.00 foot radius curve to the left (radius point bears N 31°18'10" E); thence Easterly along said curve an arc distance of 396.68 feet (delta angle = 116°33'10"); thence N 4°44'51" E, 79.36 feet to a point on a 435.00 foot radius curve to the right (radius point bears S 85°15'09" E); thence Northeasterly along said curve an arc distance of 400.19 feet, more or less, to the East line of said Northeast 1/4; (delta angle = 52°42'37"); thence South along said East line 1100.12 feet, more or less, to the point of beginning.

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

Parcel 118

Beginning at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 20, T4S, R2W, S.L.B. & M. which point is West 1320.00 feet, more or less, from the East 1/4 corner of said Section 20 and running thence East along the 1/4 line 284.96 feet to a point on a 300.00 foot radius curve to the left (radius point bears N 60°39'07" E); thence Southeasterly along said curve an arc distance of 64.49 feet (delta angle = 12°19'01"); thence S 33°30'54" E, 798.44 feet to a point on a 195.00 foot radius curve to the left (radius point bears N 56°20'06" E); thence Southeasterly along said curve an arc distance of 85.19 feet (delta angle = 25°01'56"); thence S 31°18'10" W, 611.83 feet, more or less, to the South line of said Northeast 1/4; thence West along said South line 490.00 feet, more or less, to the West line of said Northeast 1/4; thence North along said East line 1320.00 feet, more or less, to the point of beginning.

Subject to a 25 foot R/W along the Northeasterly side. Also subject to a 25 foot bridle path easement along the North side.

Parcel 119

Beginning at the East 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence South along the East line of the Northeast 1/4 of the Northeast 1/4 of said Section 21, 219.88 feet to a point on a 435.00 foot radius curve to the left (radius point bears S 32°32'32" E); thence Southeasterly along said curve an arc distance of 400.19 feet (delta angle = 52°42'37"); thence S 4°44'51" W, 79.36 feet to a point on a 195.00 foot radius curve to the right (radius point bears N 85°15'09" W); thence Westerly along said curve an arc distance of 481.88 feet (delta angle = 141°35'15"); thence N 33°39'54" W, 498.44 feet; thence N 20°16'08" E, 325.24 feet to a point on a 450.00 foot radius curve to the right (radius point bears S 69°43'52" E); thence Northeasterly along said curve an arc distance of 1.80 feet (delta angle = 0°13'43"), more or less, to the North line of said Northeast 1/4; thence East along said North line 725.71 feet, more or less, to the point of beginning.

Subject to a 25 foot R/W along all sides except the North and Northeast sides.

Parcel 120

Beginning at the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence East along the 1/4 Section line, 1470.24 feet; thence S 25°54'43" W, 632.85 feet; thence N 64°05'17" W, 855.66 feet to a point on a 435.00 foot radius curve to the left (radius point bears S 25°54'43" W); thence Westerly along said curve an arc distance of 161.72 feet (delta angle = 47°38'37"), more or less, to the Section line; thence N 21°47'44" W along said section line 196.53 feet, more or less, to the point of beginning.

pg 3506 md 193

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Beginning at a point which is East 1470.26 feet along the 1/4 section line from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence East along said 1/4 section line 1055.64 feet; thence S 12°54'23" 22.10 feet to a point on a 250.00 foot radius curve to the left (radius point bears N 77°05'37" E); thence Southeasterly along said curve an arc distance of 178.47 feet (delta angle = 40°54'06"); to a point on a 375.00 foot radius curve to the left (radius point bears S 36°11'31" W); thence Westerly along said curve an arc distance of 704.00 feet (delta angle = 107°33'45"); thence S 18°37'45" W, 353.01 feet to a point on a 200.00 foot radius curve to the right (radius point bears N 71°22'15" W); thence Westesterly along said curve an arc distance of 339.58 feet (delta angle = 97°16'58"); thence N 64°05'17" W, 530.00 feet; thence N 25°54'43" E, 632.85 feet, more or less, to the point of beginning.

Subject to a 25 foot R/W along all sides except the North and Northwesterly side.

Parcel 122

Beginning at a point which is East 2535.92 feet along the 1/4 section line from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence East along said 1/4 section line 1405.26 feet; thence S 41°45'01" W, 728.10 feet to a point on a 200.00 foot radius curve to the right (radius point bears N 48°14'59" W); thence Westerly along said curve an arc distance of 294.76 feet (delta angle = 84°26'30"); thence N 53°48'29" W, 684.13 feet to a point on a 250.00 foot radius curve to the right (radius point bears N 36°11'31" E); thence Northwesterly along said curve an arc distance of 178.47 feet (delta angle = 40°54'06"); thence N 12°54'23" W, 22.10 feet, more or less, to the point of beginning.

Subject to a 25 foot R/W along all sides except the North side.

Parcel 123

Beginning at a point which is North 2121.69 feet and East 1000.09 feet from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence S 76°05'19" E, 853.56 feet to a point on a 500.00 foot radius curve to the left (radius point bears S 76°05'19" E); thence Southerly along said curve an arc distance of 203.16 feet (delta angle = 23°16'49"); thence S 9°22'08" E, 130.00 feet to a point on a 600.00 foot radius curve to the right (radius point bears S 80°37'52" W); thence Southerly along said curve an arc distance of 240.00 feet (delta angle = 22°55'06"); thence S 13°32'58" W, 29.17 feet, more or less, to the 40-acre line; thence West along said 40-acre line 1823.84 feet, more or less, to the 1/4 Section line; thence N 0°06'16" E along said 1/4 section line 123.57 feet to a point on a 1300.00 foot radius curve to the right (radius point bears S 33°26'24" E); thence Northeastly along said curve an arc distance of 206.62 feet (delta angle = 9°06'24"); thence N 65°40'00" E, 589.82 feet to a point on a 500.00 foot radius curve to the left (radius point bears N 24°20'00" W); thence Northeastly along said curve an arc distance of 451.65 feet (delta angle = 51°45'19") to the point of beginning.

Subject to a 25 foot R/W along the Northwesterly and Easterly sides.

px3506 ma 194

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Beginning at a point which is North 3090.81 feet and East 1499.71 feet from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence S 58°28'27" E, 966.27 feet; thence S 56°58'10" W, 314.51 feet to a point on a 230.00 foot radius curve to the left (radius point bears S 33°01'50" E); thence Southwesterly along said curve an arc distance of 135.17 feet (delta angle = 33°40'20") to a point on a 230.00 foot radius curve to the left (radius point bears S 66°42'10" E); thence Southwesterly along said curve an arc distance of 10.95 feet (delta angle = 2°43'37"); thence S 20°34'13" W, 352.65 feet to a point on a 500.00 foot radius curve to the left (radius point bears S 69°25'47" E); thence Southwesterly along said curve an arc distance of 58.11 feet (delta angle = 6°39'32"); thence N 76°05'19" W, 853.56 feet to a point on a 500.00 foot radius curve to the left (radius point bears N 76°05'19" W); thence Northeasterly along said curve an arc distance of 17.26 feet (delta angle = 1°58'41"); thence N 11°56'00" E, 554.03 feet to a point on a 450.00 foot radius curve to the right (radius point bears S 78°04'00" E); thence Northeasterly along said curve an arc distance of 345.58 feet (delta angle = 43°59'60"); thence N 55°56'00" E, 232.99 feet to the point of beginning.

Subject to a 25 foot R/W along the Northwesterly and Southeasterly sides. Also subject to a restricted area.

MC3506 pg 195

POOR COPY

CT741

Beginning at a point which is South 1707.20 feet and East 1022.44 feet from the West 1/4 corner of Section 16, T4S, R2W, S.L.B. & M. and running thence S 34°04'00" E, 727.36 feet; thence S 55°56'00" W, 232.93 feet to a point on a 450.00 foot radius curve to the left (radius point bears S 34°04'00" E); thence Southwesterly along said curve an arc distance of 345.58 feet (delta angle = 44°00'00"); thence S 11°56'00" W, 210.00 feet; thence N 78°04'00" W, 946.50 feet; thence N 27°09'50" W, 314.68 feet; thence N 55°39'35" E, 1316.34 feet to the point of beginning.

Subject to a 25 foot R/W along the Southeasterly side. Also subject to a restricted area.

Parcel 131

Beginning at a point which is North 2670.82 feet and East 149.04 feet from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence S 78°04'00" E, 946.50 feet; thence S 11°56'00" W, 344.03 feet to a point on a 500.00 foot radius curve to the right (radius point bears N 78°04'00" W); thence Southwesterly along said curve an arc distance of 468.91 feet (delta angle = 53°43'60"); thence S 65°40'00" W, 105.00 feet; thence N 27°09'50" W, 1042.78 feet to the point of beginning.

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

Parcel 132

Beginning at a point which is N 0°06'16" E, 2950.79 feet along the section line from the West 1/4 corner of Section 21, T4S, R2W, S.L.B. & M. and running thence S 27°09'50" E, 1357.46 feet; thence S 65°40'00" W, 484.82 feet to a point on a 1300.00 foot radius curve to the left (radius point bears S 24°20'00" E); thence Southwesterly along said curve an arc distance of 206.62 feet (delta angle = 9°06'24"), more or less, to said section line; thence N 0°06'16" E along said section line 1507.22 feet to the point of beginning.

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

Parcel 133

Beginning at a point which is S 0°06'16" W, 2449.76 feet along the section line from the West 1/4 corner of Section 16, T4S, R2W, S.L.B. & M. and running thence N 0°06'16" E along said section line 720.77 feet; thence N 34°07'22" E, 343.66 feet to a point on a 600.00 foot radius curve to the right (radius point bears S 55°52'38" E); thence Northeasterly along said curve an arc distance of 208.88 feet (delta angle = 19°56'47"); thence S 35°42'16" E, 762.44 feet; thence S 55°39'35" W, 949.10 feet, more or less, to the point of beginning.

Subject to a 25 foot R/W along the Northwesterly side. Also subject to a restricted area.

Parcel 134

Beginning at a point which is South 1543.90 feet and East 1321.46 feet from the West 1/4 corner of Section 16, T4S, R2W, S.L.B. & M. and thence S 55°39'35" W, 656.71 feet; thence N 35°42'16" W, 762.44 feet to a point on a 600.00 foot radius curve to the right (radius point bears S 35°55'51" E); thence Northeasterly along said curve an arc distance of 42.00 feet (delta angle = 4°00'38"); thence N 58°04'47" E, 200.41 feet to a point on a 700.00 foot radius curve to the left (radius point bears N 31°55'13" W); thence Northeasterly along said curve an arc distance of 192.19 feet (delta angle = 15°43'42"); thence S 47°39'05" E, 790.34 feet to the point of beginning.

Subject to a 25 foot R/W along the Northwesterly side. Also subject to a restricted area.

MS3506 MA 196

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feet from the West 1/4 corner of Section 16, T4S, R2W, S.L.R. & M. and running thence S 40°03'57" E, 1215.04 feet; thence S 84°51'00" W 425.67 feet; thence S 31°32'24" W 198.35 feet; thence N 47°39'05" W, 790.34 feet to a point on a 700.00 foot radius curve to the left (radius point bears N 47°39'05" W); thence Northeasterly along said curve an arc distance of 231.34 feet (delta angle = 18°56'07"); thence N 23°24'40" E 356.55 feet to the point of beginning.

Subject to a 25 foot R/W along the Northeast side. Also subject to a restricted area.

Parcel 136

Beginning at a point which is South 490.92 feet and East 1004.05 feet from the West 1/4 corner of Section 16, T4S, R2W, S.L.R. & M. and thence N 23°24'48" E, 150.00 feet to a point on a 1000.00 foot radius curve to the right (radius point bears S 66°35'12" E); thence Northeasterly along said curve an arc distance of 360.14 (delta angle = 20°38'04"); thence N 44°02'52" E, 172.72 feet to a point on a 760.00 foot radius curve to the left (radius point bears W 45°57'08" W); thence Northeasterly along said curve an arc distance of 295.98 feet (delta angle = 22°18'48"); thence N 21°44'04" E, 548.14 feet to a point on a 200.00 foot radius curve to the right (radius point bears S 73°48'39" W); thence Southerly along said curve an arc distance of 81.76 feet (delta angle = 23°25'25"); thence S 7°14'04" W, 588.02 feet to a point on a 600.00 foot radius curve to the right (radius point bears N 82°45'56" W); thence Southerly along said curve an arc distance of 308.03 feet (delta angle = 29°24'54"); thence S 36°38'58" W, 96.24 feet to a point on a 200.00 foot radius curve to the left (radius point bears S 53°21'02" E); thence Southeasterly along said curve an arc distance of 287.45 feet (delta angle = 82°20'55"); thence S 45°41'57" E, 94.99 feet to a point on a 1000.00 foot radius curve to the right (radius point bears S 44°18'03" W); thence Southeasterly along said curve an arc distance of 221.00 feet (delta angle = 12°39'44"); thence S 33°02'13" E, 414.28 feet to a point on a 200.00 foot radius curve to the left (radius point bears N 56°57'47" E); thence Southeasterly along said curve an arc distance of 6.96 feet (delta angle = 1°59'36"); thence S 16°53'00" W, 295.06 feet; thence N 46°03'57" W, 1215.04 feet to the point of beginning.

Subject to a 25 foot R/W along the Northeast and East sides. Also subject to a 10 foot utility easement for the Herriman Pipeline Co.

Parcel 138

Beginning at a point which is North 175.17 feet and East 975.72 feet from the West 1/4 corner of Section 16, T4S, R2W, S.L.R. & M. and running thence S 50°03'29" E, 442.03 feet to a point on a 1000.00 foot radius curve to the left (radius point bears S 50°03'29" E); thence Southwesterly along said curve an arc distance of 268.48 feet (delta angle = 16°31'43"); thence S 23°24'48" W, 506.55 feet to a point on a 700.00 foot radius curve to the right (radius point bears S 66°35'12" E); thence Southwesterly along said curve an arc distance of 100.00 feet (delta angle = 8°11'06"); thence N 58°24'06" W, 600.00 feet; thence N 36°37'30" E, 956.34 feet to the point of beginning.

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

Parcel 139

Beginning at a point which is S 0°06'16" W, 404.16 feet along the section line from the West 1/4 corner of Section 16, T4S, R2W, S.L.R. & M. and running thence S 16°24'00" E, 450.17 feet to a point on a 700.00 foot radius curve to the right (radius point bears N 56°24'06" W); thence Southwesterly along said curve an arc distance of 323.53 feet (delta angle = 26°28'57"); thence S 58°04'47" W, 200.41 feet to a point on a 600.00 foot radius curve to the left (radius point bears S 31°55'13" E); thence Southwesterly along said curve an arc distance of 250.88 feet (delta angle = 23°57'25"); thence S 34°07'22" W, 343.66 feet, more or less, to the West line of Section 16; thence N 0°03'16" E along said section line 13°41.00 feet to the point of beginning.

Subject to a 25 foot R/W along the Southwest side. Also, subject to a 25 foot bridge path easement along the Northeast side.

SEC 3506 MA 197

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Parcel 140

Beginning at the West 1/4 corner of Section 16, T4S, R2W, S.L.B. & M. and running thence N 69°24'40" E, 638.14 feet; thence N 8°32'04" E, 235.00 feet; thence N 61°27'56" E, 267.95 feet; thence S 9°32'01" E, 235.00 feet; thence S 36°37'30" W, 956.34 feet; thence N 58°24'06" W, 359.17 feet, more or less, to the West line of said section; thence N 0°06'16" E, 404.10 feet along said section line to the point of beginning.

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

Parcel 141

Beginning at the East 1/4 corner of Section 17, T4S, R2W, S.L.B. & M. and running thence N 89°57'35" W along 1/4 section line 339.64 feet; thence N 8°06'00" E, 765.21 feet to a point on a 900.00 foot radius curve to the right (radius point bears S 8°06'00" W); thence Southeasterly along said curve an arc distance of 412.60 feet (delta angle = 26°16'00"); thence S 55°31'00" E, 155.00 feet to a point on a 400.00 foot radius curve to the left (radius point bears N 34°22'00" E); thence Easterly along said curve an arc distance of 299.51 feet (delta angle = 42°54'04"); thence S 8°32'04" E, 235.00 feet; thence S 69°24'40" W, 638.14 feet, more or less, to the point of beginning.

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

Parcel 142

Beginning at the center of Section 17, T4S, R2W, S.L.B. & M. which point is N 89°57'35" W, 2649.90 feet along the 1/4 section line from the East 1/4 corner of Section 17 and running thence N 0°28'08" E along the 1/4 section line 570.66 feet; thence S 84°24'25" E, 854.21 feet; thence N 74°52'33" E, 560.89 feet to a point on a 115.00 foot radius curve to the left (radius point bears N 74°52'33" E); thence Southeasterly along said curve an arc distance of 189.52 feet (delta angle = 94°37'26"); thence N 70°15'07" E, 463.28 feet to a point on a 900.00 foot radius curve to the right (radius point bears S 19°44'53" E); thence Easterly along said curve an arc distance of 437.44 feet (delta angle = 27°50'53"); thence S 8°06'00" W, 765.21 feet, more or less, to the 1/4 section line; thence N 89°57'35" W along said section line 2305.27 feet to the point of beginning.

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

Parcel 143

Beginning at a point which is South 2116.97 feet and East 367.27 feet from the North 1/4 corner, Section 17, T4S, R2W, S.L.B. & M. and running thence N 28°28'12" E, 1200.00 feet to a point on a 1000.00 foot radius curve to the right (radius point bears N 28°28'13" W); thence Southeasterly along said curve an arc distance of 256.98 feet (delta angle = 14°43'25"); thence S 46°48'23" E, 560.89 feet to a point on a 115.00 foot radius curve to the right (radius point bears S 43°11'37" W); thence Southerly along said curve an arc distance of 205.67 feet (delta angle = 102°28'02"); thence S 55°39'39" W, 172.95 feet to a point on a 115.00 foot radius curve to the left (radius point bears S 34°20'21" E); thence Southeasterly along said curve an arc distance of 142.04 feet (delta angle = 70°47'06"); thence N 74°52'33" E, 560.89 feet; thence N 84°24'25" W, 408.09 feet to the point of beginning.

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

Parcel 144

Beginning at a point which is S 0°28'08" W, 709.41 feet along the 1/4 section line from the North 1/4 corner of Section 17, T4S, R2W, S.L.B. & M. and running thence N 70°24'50" E, 120.45 feet to a point on a 640.00 foot radius curve to the left (radius point bears N 70°24'50" E); thence Southeasterly along said curve an arc distance of 535.54 feet (delta angle = 47°56'38"); thence S 61°31'46" E, 132.05 feet; thence S 28°24'12" E, 120.45 feet; thence N 69°24'40" W, 638.14 feet, more or less, to the 1/4 section line of Section 17; thence N 0°28'08" E, along said 1/4 section line 1370.00 feet to the point of beginning.

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

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beginning at the South 1/4 corner of Section 8, T4S, R2E, S.L.B. & M. and running thence N 0°04'29" E, along the 1/4 section line of Section 8, 742.56 feet; thence S 47°29'42" E, 830.40 feet; thence S 42°30'18" W, 370.22 feet to a point on a 200.00 foot radius curve to the left (radius point bears S 47°29'42" E); thence Southerly along said curve an arc distance of 335.00 feet (delta angle = 95°53'11"); to a point on a 300.00 foot radius curve to the right (radius point bears S 30°22'00" W); thence Southerly along said curve an arc distance of 209.81 feet (delta angle = 30°52'50"); thence S 13°35'10" E, 24.03 feet; thence S 76°24'50" W, 526.48 feet, more or less, to the 1/4 section line of Section 17; thence N 0°24'08" E along said 1/4 section line to the point of beginning.

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

Parcel 146

Beginning at a point which is N 0°04'29" E, 1279.39 feet along the 1/4 section line to the South 1/4 corner Section 8, T4S, R2E, S.L.B. & M. and running thence N 85°19'01" E, 799.03 feet; thence S 1°56'28" E, 1167.46 feet to a point on a 150.00 foot radius curve to the left (radius point bears S 49°22'00" W); thence Westerly along said curve an arc distance of 253.58 feet (delta angle = 96°51'42"); thence N 47°29'42" W, 830.40 feet to the 1/4 section line of Section 8; thence N 0°04'29" E along the said 1/4 section line 536.83 feet to the point of beginning.

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

Parcel 148

Beginning at a point which is North 1323.04 feet and East 662.42 feet to the South 1/4 corner of Section 8, T4S, R2E, S.L.B. & M. and running thence S 71°44'49" E, 788.01 feet; thence S 21°36'26" E, 1367.51 feet; thence S 68°53'34" W, 300.00 feet; thence N 21°05'26" W, 1613.58 feet to the point of beginning.

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

Parcel 149

Beginning at a point which is North 1201.51 feet and East 2131.97 feet from the South 1/4 corner Section 8, T4S, R2E, S.L.B. & M. and running thence S 71°44'49" E, 628.27 feet; thence S 9°01'52" E, 990.64 feet to a point on a 250.00 foot radius curve to the left (radius point bears S 9°01'52" E); thence Westerly along said curve an arc distance of 52.60 feet (delta angle = 12°04'27"); thence S 68°53'34" W, 225.00 feet; thence N 21°06'26" W, 1367.51 feet to the point of beginning.

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

Parcel 151

Beginning at a point which is North 109.21 feet and East 771.06 feet from the Southwest corner of Section 9, T4S, R2E, S.L.B. & M. and running thence N 83°11'07" W, 80.58 feet; thence S 33°53'03" W, 81.81 feet; thence N 56°06'57" W, 216.10 feet to a point on a 1500.00 foot radius curve to the right (radius point bears N 35°53'03" E); thence Northwesterly along said curve an arc distance of 187.63 feet (delta angle = 7°09'17"); to a point on a 400.00 foot radius curve to the left (radius point bears N 65°56'40" W); thence Northerly along said curve an arc distance of 301.92 feet (delta angle = 43°14'51"); thence N 19°11'31" W, 146.01 feet to a point on a 100.00 foot radius curve to the right (radius point bears N 70°48'29" E); thence Northerly along said curve an arc distance of 157.30 feet (delta angle = 90°07'36"); thence N 70°56'05" E, 664.86 feet to a point on a 600.00 foot radius curve to the right (radius point bears S 19°03'57" E); thence Easterly along said curve an arc distance of 119.41 feet (delta angle = 11°24'11"); thence N 82°20'16" E, 223.66 feet; thence S 5°37'54" W, 313.21 feet to the point of beginning.

Subject to a 25 foot R/W along the Southwest, West, and Northeast sides.

EX-3506 ME 199

Beginning at a point which is South 894.01 feet and West 566.40 feet from the Northeast corner of Section 17, T4S, R2W, S.L.B. & M. and running thence N 46°51'06" W, 210.00 feet; thence N 21°55'11" W, 704.92 feet; thence N 68°53'34" E, 291.77 feet to a point on a 250.00 foot radius curve to the right (radius point bears N 21°06'26" E); thence Easterly along said curve an arc distance of 312.60 feet (delta angle = 71°30'33"); thence S 30°27'53" E, 194.73 feet to a point on a 1500.00 foot radius curve to the left (radius point bears N 50°32'07" E); thence Southeasterly along said curve an arc distance of 248.32 feet (delta angle = 9°29'07"); thence S 41°03'00" W, 663.26 feet to the point of beginning.

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

Parcel 155

Beginning at a point which is South 894.01 feet and West 566.40 feet from the Northeast corner of Section 17, T4S, R2W, S.L.B. & M. and running thence N 46°51'06" W, 210.00 feet; thence N 21°55'11" W, 704.92 feet; thence N 68°53'34" E, 291.77 feet to a point on a 250.00 foot radius curve to the right (radius point bears N 21°06'26" E); thence Easterly along said curve an arc distance of 312.60 feet (delta angle = 71°30'33"); thence S 30°27'53" E, 194.73 feet to a point on a 1500.00 foot radius curve to the left (radius point bears N 50°32'07" E); thence Southeasterly along said curve an arc distance of 248.32 feet (delta angle = 9°29'07"); thence S 41°03'00" W, 663.26 feet to the point of beginning.

Subject to a 25 foot R/W along the Northwest and Northeast sides.

Parcel 156

Beginning at a point which is South 750.40 feet and West 719.61 feet from the Northeast corner of Section 17, T4S, R2W, S.L.B. & M. and running thence S 43°11'37" W, 255.00 feet; thence N 62°06'18" W, 971.25 feet; thence N 33°21'39" E, 320.00 feet to a point on a 250.00 foot radius curve to the left (radius point bears N 33°21'39" E); thence Easterly along said curve an arc distance of 237.65 feet (delta angle = 54°28'05"); thence N 68°53'34" E, 374.83 feet; thence S 21°55'11" E, 704.92 feet to the point of beginning.

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

Parcel 157

Beginning at a point which is South 216.05 feet and East 1046.29 feet from the North 1/4 corner of Section 17, T4S, R2W, S.L.B. & M. and running thence S 33°21'39" W, 765.63 feet; thence N 48°58'00" E, 640.00 feet to a point on a 640.00 foot radius curve to the right (radius point bears N 48°58'00" E); thence Northeasterly along said curve an arc distance of 306.59 feet (delta angle = 27°26'50"); thence N 13°35'10" W, 244.00 feet to a point on a 300.00 foot radius curve to the left (radius point bears S 76°24'50" W); thence Northeasterly along said curve an arc distance of 208.81 feet (delta angle = 79°52'50") to a point on a 200.00 foot radius curve to the right (radius point bears N 36°32'00" E); thence Northerly along said curve an arc distance of 335.00 feet (delta angle = 95°58'18"); thence N 42°30'18" E, 376.33 feet; to a point on a 150.00 foot radius curve to the right (radius point bears S 47°29'42" E); thence Easterly along said curve an arc distance of 295.52 feet (delta angle = 112°52'47"); thence S 24°36'55" E, 279.40 feet to a point on a 250.00 foot radius curve to the left (radius point bears N 65°23'05" E); thence Easterly along said curve an arc distance of 139.73 feet (delta angle = 32°01'26") to the point of beginning.

Subject to a 25 foot R/W along the Southwest, West, Northwest, North and Northeast sides.

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Beginning at a point which is South 43.11 feet and West 11.4 feet from the North East corner of Section 17, T4S, R2W, S.L.B. & M. and running thence S 62°08'16" E, 273.25 feet; thence S 43°11'37" W, 612.05 feet; thence N 46°48'23" W, 252.83 feet to a point on a 1000.00 foot radius curve to the left (radius point bears S 43°11'37" W); thence Northwesterly along said curve an arc distance of 256.98 feet (delta angle = 14°45'21"); thence N 61°31'43" W, 132.85 feet to a point on a 640.00 foot radius curve to the right (radius point bears N 28°20'12" E); thence Northeasterly along said curve an arc distance of 228.95 feet (delta angle = 20°29'48"); thence N 33°21'39" E, 445.63 feet to the point of beginning.

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

Parcel 159

Beginning at a point which is South 750.40 feet and West 719.61 feet from the Northeast corner Section 17, T4S, R2W, S.L.B. & M. and running thence S 46°51'06" E, 652.22 feet; thence S 60°59'22" W, 210.05 feet to a point on a 115.00 foot radius curve to the left (radius point bears S 60°59'22" W); thence Northeasterly along said curve an arc distance of 35.72 feet (delta angle = 17°47'45"); thence N 46°48'23" W, 136.83 feet; thence N 43°11'37" E, 867.06 feet to the point of beginning.

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

Parcel 160

Beginning at a point which is South 1196.44 feet and West 243.76 feet from the Northeast corner Section 17, T4S, R2W, S.L.B. & M. and running thence S 0°48'07" W, 695.76 feet to a point on a 900.00 foot radius curve to the left (radius point bears S 8°06'00" W); thence Westerly along said curve an arc distance of 437.44 feet (delta angle = 27°50'53"); thence S 70°11'07" W, 463.28 feet to a point on a 115.00 foot radius curve to the right (radius point bears N 19°44'53" W); thence Northwesterly along said curve an arc distance of 332.00 feet (delta angle = 165°24'32"); thence N 55°39'39" E, 172.95 feet to a point on a 115.00 foot radius curve to the left (radius point bears N 34°20'21" W); thence Northerly along said curve an arc distance of 169.95 feet (delta angle = 84°40'17"); thence N 60°59'22" E, 916.95 feet to the point of beginning.

Subject to a 25 foot R/W along the South, Southwest and Northwest sides.

Parcel 161

Beginning at a point which is South 1196.44 feet and West 243.76 feet from the Northeast corner Section 17, T4S, R2W, S.L.B. & M. and running thence S 76°54'25" E, 749.96 feet; thence S 16°52'42" W, 795.80 feet; thence N 55°39'00" W, 155.00 feet to a point on a 900.00 foot radius curve to the left (radius point bears S 34°22'00" W); thence Westerly along said curve an arc distance of 412.60 feet (delta angle = 26°16'00"); thence N 0°48'07" E, 695.76 feet to the point of beginning.

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

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Parcel 162

Beginning at a point which is South 1366.23 feet and East 486.73 feet from the Northwest corner Section 16, T4S, R21W, S.L.R. & M. and running thence N 89°56'55" E, 437.64 feet; thence S 2°39'54" E, 748.64 feet to a point on a 760.00 foot radius curve to the right (radius point bears N 70°30'00" W); thence Southwesterly along said curve an arc distance of 158.72 feet (delta angle = 11°57'56"); thence S 81°27'56" W, 267.95 feet to a point on a 400.00 foot radius curve to the right (radius point bears N 8°32'04" W); thence Northwesterly along said curve an arc distance of 299.51 feet (delta angle = 42°54'04"); thence N 16°52'42" E, 795.80 feet to the point of beginning.

Containing 10.63 acres.

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

Parcel 165

Beginning at a point which is South 242.28 feet and East 949.61 feet from the Northwest corner Section 16, T4S, R2W, S.L.R. & M. and running thence S 77°16'22" E, 1006.59 feet; thence S 10°13'27" W, 69.63 feet to a point on a 450.00 foot radius curve to the left (radius point bears S 79°46'33" E); thence Southerly along said curve an arc distance of 130.04 feet (delta angle = 16°33'27") to a point on a 440.00 foot radius curve to the right (radius point bears S 83°40'00" W); thence Southerly along said curve an arc distance of 201.42 feet (delta angle = 26°13'44"); thence S 19°53'44" W, 70.00 feet; thence N 77°24'53" W, 878.37 feet; thence N 6°59'47" W, 496.21 feet to the point of beginning.

Containing 10.19 acres.

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

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EXHIBIT "B"

Buyer hereby acknowledges that he has received and read a copy of the
Certificate of Incorporation of Hi-Country Estates Homeowner's Association
and the Protective Covenants for Hi-Country Estates Phase II. It is mutually
understood and agreed that all parties to this agreement will comply with the
terms of said documents and will be bound thereby.

The Sellers hereby reserve any and all mineral rights in and to the properties
reserved by previous grantors.

Subject to that certain Trust Agreement dated the 27th day of September,
1973, by and between Tony Mascaro and Carmen Mascaro, his wife, and Tony
Mascaro and Rose M. Barnes, Trustees, referred to as Sellers and Hi-Country
Estates, a Limited Partnership, referred to as Buyers and Zions First
National Bank referred to as Trustee. Pursuant to said trust the Sellers
shall be entitled to the first 647.11 acres to be released from the Trust
computed at Three Hundred Fifty Dollars (\$350.00) per acre principal
payment on the contract. Buyer shall have the right to additional release
of property upon additional payments of Three Hundred Fifty Dollars
(\$350.00) per acre (principal on the Mascaro contract).

A portion of the property subject hereto is being purchased from Tony Nicoletti.
This portion shall be released at that rate of \$300.00 per acre.

Donald H. Bailey

St. John
James
John

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A G R E E M E N T

THIS AGREEMENT is entered into this 22 day of May, 1974, by and between HI COUNTRY ESTATES SECOND, a Utah limited partnership ("Seller") and GERALD M. BAGLEY

("Buyer") and is intended to set forth the understanding of the parties with respect to Buyer's purchase from Seller of certain real property located in Salt Lake County, Utah.

1. Sale of Property. The Seller does hereby agree to sell and Buyer does hereby agree to purchase, upon the terms and conditions hereinafter set forth, the real property ("properties") situate in Salt Lake County, Utah, and more particularly described on Exhibit "A" attached hereto.

2. Purchase Price. The total deferred purchase price to be paid by Buyer is the sum of One Hundred Eighteen Thousand Dollars (\$118,000.00) payable as follows: Buyer shall pay the purchase price in the amount of One Hundred Eighteen Thousand Dollars (\$118,000.00) in equal installments of principal and interest of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month with interest being computed at the rate of four and one-half percent (4½), commencing on or before June 1, 1964 and monthly thereafter.

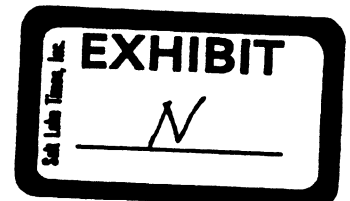
In addition to the foregoing payments Buyer assumes and agrees to perform according to the terms of each such agreement the following obligations (such assumption to commence on or before June 1, 1974):

- (1) The balance due and owing by Seller to Cora Hamilton in the approximate amount of \$7,500 represented by a contract for deed covering a portion of the properties.

• If Clifford Martin Sale is consummated it is agreed that the proceeds above approximate amount of \$7500 contract will be split 50/50 between buyer and seller.

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[Handwritten signatures]



- (ii) The water well lease agreement with Ray Glazier calling for payments of \$300 per month. Seller agrees to assign its rights under such lease to Buyer and Buyer shall thereafter be responsible for all power charges attributable to said well.
- (iii) The lease agreement covering the 1972 Blazer, Serial No. *CKE 192 F 146 594* leased by Seller and to be transferred to Buyer in conjunction with this Agreement.
- (iv) Seller's obligations under water well lease agreement, as the same now exists or is hereafter modified, covering that certain well known as the "Dansie" well.

3. Taxes. Taxes, insurance, interest on the above-mentioned obligations and any other assessments against the property shall be prorated between Buyer and Seller to the date of closing which shall be on or before June 1, 1974. Thereafter Buyer shall promptly pay, before they become delinquent, all taxes, insurance, interest or other assessments levied against the property.

4. Evidence of Merchantable Title. Upon execution hereof Seller shall furnish Buyer a title insurance commitment, showing Seller to be vested with good and merchantable title to the property, in the full amount of the sale price insuring Buyer's interest, subject only to standard title insurance exceptions, reservations of record, the fulfillment of the obligations set forth in paragraph 2, above, and to the matters set forth in this Agreement, including the Nicoletti Contract. In addition Seller will furnish Buyer evidence of the willingness of The Wyoming National Bank of Casper to release lands hereunder from the Bank's lien thereon upon performance in accordance with the terms hereof. In the event Seller cannot correct any title defects, to

which exception is taken by Buyer in writing within fifteen (15) days of receipt of the title insurance commitment, within 120 days of this Agreement and cannot deliver good and merchantable title to the property or any portion thereof or parties are unable to agree upon a mutually acceptable reduced price Buyer, at its election, shall tender the property back to Seller and be relieved of all obligations hereunder.

5. Escrow Agent. Seller shall deposit with Zions First National Bank, at Salt Lake City, Utah, hereby appointed escrow agent hereunder, quitclaim deeds executed in blank and the above mentioned title insurance commitment, for delivery to Buyer in accordance with the provisions hereinafter set forth together with a deed from Zions First National Bank as Trustee under the Nicoletti Contract.

6. Possession. Seller shall deliver possession of the property to Buyer upon closing.

7. Release of Acreage. (a) Buyer shall have the right to a release of acreage within the properties upon having paid to Seller a sum credited to principal (including the monthly payments) of Eleven Hundred Eighty Dollars (\$1,180.00) per acre. Buyer, at its election, upon having made such payments toward the principal balance shall have the right, upon application as set forth below, to have such payments credited against specific tracts ("release parcels").

(b) Buyer shall give Seller and escrow agent thirty (30) days written notice of its intent to take a release parcel and the payments theretofore made, or to be made prior to release, upon which the release is based. Concurrently with the notice escrow agent shall, upon having

received payments sufficient to authorize the release and in absence of an objection from Seller as to Buyer's rights hereunder within the thirty (30) day period, deliver to Buyer deeds to the property requested (one such deed being from Seller and one such deed being from the Bank as Trustee under the Nicoletti Contract). All tracts released shall be vested in Buyer free and clear of the terms and provisions of this Agreement and the Contract of Purchase (Nicoletti Contract) under which Seller is purchasing the property.

8. Payments. All payments hereunder shall be payable to Seller's account at the office of the escrow agent to be applied by the escrow agent toward payment of the Nicoletti Contract unless the monthly payments accruing under the Nicoletti Contract are paid by Seller from other sources. Such payments shall be applied first to the payment of interest and second to the reduction of principal and the Buyer shall have the right to make additional payments on this contract in the sum of \$100, or multiples thereof, or to pay the entire balance in full before maturity without penalty. No prepayment shall alter the obligation of Buyer to continue to timely make the monthly payments as and when due.

9. Condition of Property and Terms of Contracts. Buyer has examined the property and accepts the same in its present condition, and there are no representations, covenants or agreements between the parties hereto with reference to the property except as herein specifically set forth, incorporated herein or attached hereto. Further, Buyer is familiar with the terms of the obligations assumed under paragraph 2 and the Nicoletti Contract and accepts the same

subject to those terms. In conjunction with those lots situate within Phase I of Hi Country Estates, Seller is familiar with and agrees to the terms and conditions of restrictive covenants and homeowner's association bylaws and regulations covering such subdivision.

10. Acceptance of Payments. If Seller accepts payments from Buyer under this Agreement other than according to the terms hereof, such acceptance shall in no way alter the terms of the Agreement as to the forfeiture provisions hereinafter set forth.

11. Payment of Taxes and Assessments by Seller. In the event Buyer shall default in the payment of any special or general taxes, special improvement assessments, insurance premiums or contract obligations assumed by Buyer hereunder or other lienable item herein required to be paid by Buyer, Seller may at Seller's option pay said taxes and assessments or said lienable item and Buyer shall pay to Seller, upon demand, all such sums so advanced and paid by Seller, together with interest thereon from the date of advancement at the rate of ten percent (10%) per annum until paid.

12. Roadwork, Etc. Seller agrees at its sole cost and expense to complete roadwork on the property (which shall be satisfied with gravel surface roads), to bring the water system serving Hi Country Estates Phase I to standards presently called for by the Salt Lake County Conservancy District to complete work on power system and to pay costs of establishing a special service area. When Seller has brought water system, referred to above, to Conservancy standards and immediately upon its approval by the Conservancy District Buyer shall take over water system and assume full responsibility for the system and its operations.

13. Binding Effect. All stipulations and agreements herein contained shall extend to and bind the successors and assigns of the respective parties, and in the construction of this Agreement.

14. Attorney's Fees. In case an attorney is employed by Seller or Buyer to enforce its rights hereunder after default, with or without suit, the defaulting party shall pay all costs incurred, including reasonable attorneys fees.

15. Delivery of Deeds. Seller hereby instructs the escrow agent and Trustee to deliver to Buyer the quitclaim deeds above referred to, filled in as to description as directed by Buyer, upon the payment to Seller's account of the amounts provided for in paragraph 7, above, for each acre described in each such deed less any per acre principal payments already credited against release parcels. Upon payment in full of the purchase price the escrow agent and Trustee are directed to deliver a deed to all property not theretofore conveyed. Buyer consents and understands that in event Seller elects to and does cancel this Agreement, as herein provided, that the escrow agent shall without liability to Buyer, and upon Seller's written certification of default, return to Seller all the deeds not theretofore delivered to Buyer and other escrowed papers.

16. Default. Time is of the essence of this Agreement, and upon Buyer's failure to keep or perform any of Buyer's covenants herein contained, or to make any payments hereunder for a period of thirty (30) days after the duty to perform such covenants arises or such payment or payments become due, Seller, at its option, after five (5) days written notice, may either:

(a) Declare a forfeiture of Buyer's rights under this Agreement and Seller shall have the right to take immediate possession of the land remaining subject to the terms of this Agreement, and Buyer, in case of such default and upon written demand of Seller, either in person or by registered letter addressed to Buyer, at 17 Exchange Place, Salt Lake City, Utah 84111, with a copy thereof to the escrow agent, shall deliver up possession of said properties and all improvements and buildings and fixtures thereon, however placed upon said properties, and all sums paid by Buyer hereunder, either as installments on the purchase price or for improvements or repairs on the properties, or for insurance, taxes or any other payments whatsoever, shall be forfeited to Seller and shall for all purposes whatsoever be deemed to have been paid by the Buyer as payment for the parcels theretofore released, rental for the use and occupancy of said property and as liquidated damages for the breach hereof, and not otherwise, and shall forthwith vest in the Seller, and Seller's successors and assigns as Seller's sole and absolute property; OR

(b) Commence legal proceedings against Buyer to enforce the provisions of this Agreement and for specific performance.

17. Repossession and Appointment of Receiver. At any time that Buyer is in default hereunder and Seller elects to recover possession and to cancel this Agreement, if possession is not delivered to the Seller on demand, the Seller shall be entitled to the ex parte appointment of a receiver for the property remaining subject to the terms hereof. Further, if at such time of default said premises are being rented, leased or sold under contract by Buyer, Seller shall, upon exhibition of this Agreement to the person so renting, leasing or buying under contract collect all income from the property and credit same on Buyer's account, and issue to the tenants or contract buyers a receipt for all monies so paid.

18. Failure to Enforce Strict Performance. Failure on the part of the Seller to enforce Buyer's strict performance of this Agreement shall not constitute or be construed as a waiver or relinquishment of Seller's rights hereunder to thereafter strictly enforce this Agreement in accordance with its terms, it being expressly understood that all the provisions of this Agreement are continuing and shall remain in full force and effect without waiver by reason of any leniency which may have been extended by Sellers.

19. Assignment. This Agreement and the Buyer's rights hereunder shall be assignable by Buyer upon the written permission of Seller which shall not be unreasonably withheld, provided that nothing shall relieve Buyer of its obligations hereunder except upon the prior written release of Seller.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto the day and year first above written.

HI COUNTRY ESTATES SECOND,
a limited partnership

HI COUNTRY ESTATES, INC.,
General Partner

By 



GERALD H. BAGLEY

EXHIBIT "A"

Commencing at a point that is North 0°15'05" West 492.42 feet; thence North 79°30' West 892.66 feet; thence South 80°58'55" West 454.05 feet; thence North 89°57'05" East 663.01 feet from the Southeast corner of Section 33, Township 3 South, Range 2 West of the Salt Lake Base and Meridian, Salt Lake County, Utah; thence South 579.86 feet to a point on the South line of said Section 33; thence North 89°51'05" West along South line of said Section 33 a distance of 492.73 feet; thence North 0°15'05" West 579.03 feet; thence South 89°57'05" East 495.27 feet to the point of commencement.

Subject to an easement for a road over the East 25 feet thereof.

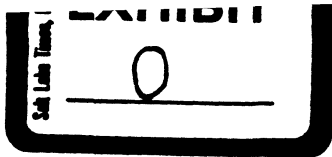
The following lots in Hi-Country Estates Subdivision, Phase One: Lots 68, 78, 79, 84, 95, 86, 87, 93, 94, 98, 99, 106, 107, 108, 109 and 110.

All rights and interest in the Glacier Well lease, dated April 1, 1974.

19 72 Glacier, Serial No. CKE 1P2F 146594

All right, title and interest in and to the water system and equipment serving Hi-Country Estates.

01753



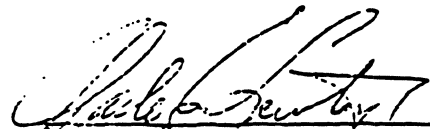
ASSIGNMENT

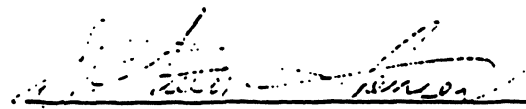
File
Copy

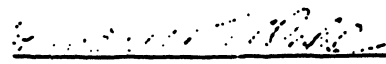
KNOW ALL MEN BY THESE PRESENTS:

That we, CHARLES E. LEWTON, D. KIETH SPENCER, and
EVERETT E. DAHL, in consideration of the purchase of Hi-Country
Estates do hereby sign, transfer and set over unto Gerald H. Bagley
all of our right, title and interest in and to the assets and stock of Hi-
Country Estates Water Company, a Utah Corporation.

Dated this 15th day of September, 1975.


Charles E. Lewton


D. Kieth Spencer

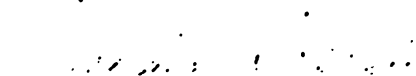

Everett E. Dahl

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 15th day of September, 1975, personally appeared before
me, Charles E. Lewton, D. Kieth Spencer, and Everett E. Dahl, the signers
of the foregoing instrument who duly acknowledged to me that they executed
same.

My commission expires:

September 15, 1978


NOTARY PUBLIC

Residing at:

1500 E. 1000 S.

01759

EVERETT E. DAHL

JAN 19

Recorded at Request of Superiorville - To Superior Bank
 at 87 M & P Paid 200 Kelle L. Dixon, Salt Lake County Recorder
 by [Signature] Dep. Book _____ Page _____ Ref. _____
 Mail tax notice to _____ Address 903 E. 12300 St
Superior, UT
84020

2778217 **QUIT-CLAIM DEED**
 [CORPORATE FORM]

HI-COUNTRY ESTATES, INC., and
 ZIONS FIRST NATIONAL BANK, Trustee, a corporation
 organized and existing under the laws of the State of Utah, with its principal office at
 _____, of County of Salt Lake, State of Utah,
 grantor, hereby QUIT CLAIMS to

HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION, a Utah non-profit
 Corporation (Phase I),
 of _____ grantor
 for the sum of
 good and valuable consideration ----- DOLLARS,
 the following described tract of land in Salt Lake County,
 State of Utah:

PROOF READ
 All roads, easements and common areas, shown on the plat of
 HI-Country Estates, Phase I, as recorded in the office of the Salt
 Lake County Recorder.
 Subject to water line and other utilities along and under the road.

The officers who sign this deed hereby certify that this deed and the transfer represented
 thereby was duly authorized under a resolution duly adopted by the board of directors of the
 grantor at a lawful meeting duly held and attended by a quorum.
 In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed
 by its duly authorized officers this _____ day of _____, A. D. 19

Attorn
[Signature]
 Secretary.
 [Circular Seal: STATE OF UTAH, SALT LAKE COUNTY, OFFICE OF THE RECORDER, JAN 24 1976]
 County of Salt Lake

HI-COUNTRY ESTATES, INC. Company
 By [Signature]
 ZIONS FIRST NATIONAL BANK, President.
 By [Signature]
 at _____

On the 25th day of September 1975, A.D.
 personally appeared before me Charles E. Lewton and D. Kleth Spencer
 who being by me duly sworn did say, each for himself, that he, the said Charles E. Lewton
 is the president, and he, the said D. Kleth Spencer is the secretary
 of HI-COUNTRY ESTATES, INC. Company, and that the within and foregoing
 instrument was signed in behalf of said corporation by authority of a resolution of its board of
 directors adopted _____ Charles E. Lewton and D. Kleth Spencer
 each duly acknowledged to me that said corporation executed the same and that the seal affixed
 is the seal of said corporation.

[Signature] Notary Public.
 My commission expires Sept 24, 1976 My residence is Provo, Utah

BOOK 4082 PAGE 48

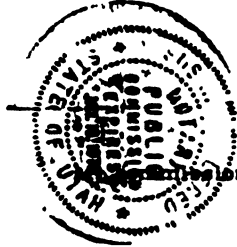
EXHIBIT
P

00730

Recorded JAN 19 1976 859W
 Request of James J. McNeill, Jr.
 KATHLEEN DIXON, Clerk
 Salt Lake County, Utah
 903 E. 12300 St
 84020
 REF. Super, 12

STATE OF UTAH)
 :ss.
 County of Salt Lake)

On the 3rd day of October, 1975, personally appeared
 before me Peter K. Ellison and J. Chad Hamilton,
 who being by me duly sworn did say, each for himself, that by resolution
 of the Board of Directors of Zions First National Bank, a Utah Corporation,
 that the within and foregoing instrument was signed in behalf of said corporation
 by authority of a resolution of its Board of Directors and the said Peter
K. Ellison and J. Chad Hamilton each duly
 acknowledged to me that said corporation executed the same and that the
 seal affixed is the seal of said corporation.



James J. McNeill, Jr.
 NOTARY PUBLIC

Commission expires: 1-18-76

Residing at: Salt Lake City, Utah.

BOOK 4082 PAGE 49

61761

Recorded JAN 14 1976 858 ~
 Request of Julie Somerville P. Draper
 KATIL
 Salt L.
 200 By Spencer 903812300
 REF. Draper 8402

2778218

QUIT-CLAIM DEED

HI-COUNTRY ESTATES, SECOND, a limited partnership,
 Grantor, of Salt Lake County, State of Utah, hereby QUIT-CLAIMS
 to HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION, a Utah
 non-profit Corporation, (Phase I,) Grantee, for good and valuable
 consideration the following described property located in Salt Lake
 County, State of Utah, to-wit:

All roads, easements, and common areas shown on the
 plat of Hi-Country Estates, Phase I, as recorded in the
 office of the Salt Lake County Recorder.

Subject to water line and other utilities along and under
 the road.

WITNESS the hand of said Grantor this 25th day of September, 1975.

Signed in the presence of

Chudie Draper

Hi-Country Estates Second, a
 limited partnership, by Hi-Country
 Estates, Inc., General Partner

By D. Kieth Spencer
 D. Kieth Spencer

STATE OF UTAH)

198.

County of Salt Lake)

On the 25th day of September, 1975, personally appeared before
 me, D. KIETH SPENCER, Secretary for Hi-Country Estates, Inc., General
 Partner of Hi-Country Estates, Second, a limited partnership, the signer
 of the foregoing instrument who duly acknowledged to me that he executed
 same and that the within and foregoing instrument was signed on behalf of
 the Corporation by Resolution of the Board of Directors.

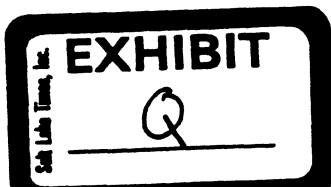


Chudie Draper
 NOTARY PUBLIC

Residing at:

Andy. Hines

EVERETTE E. DAHL
 ATTORNEY AT LAW
 710 EAST CENTER STREET
 SUITE 20
 MIDVALE, UTAH 84047

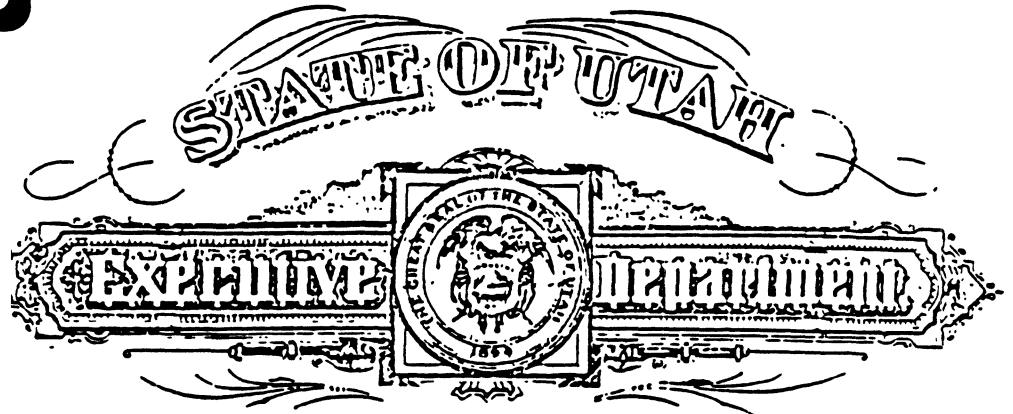


6934082 m 50

01762



60317



Office of Secretary of State

CERTIFICATE OF INVOLUNTARY DISSOLUTION

OF

H1-COUNTRY ESTATES WATER COMPANY

060317

I, CLYDE L. MILLER, as Secretary of State of the State of Utah, and by virtue of the authority vested in me by law, according to the provisions of Section 16-10-88.5 of the Utah Business Corporation act as enacted by the Laws of Utah 1973, hereby issue this Certificate of Involuntary Dissolution.

060317
H1-COUNTRY ESTATES WATER COMPANY

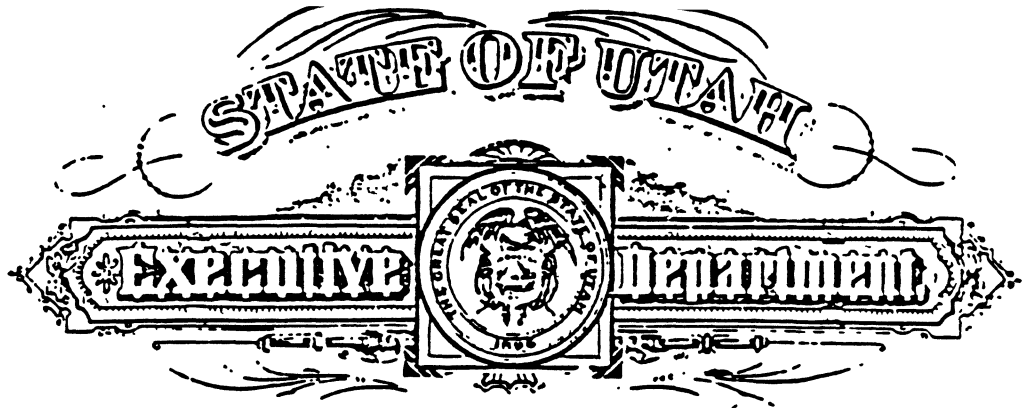
EVERETT E DAHL
760 EAST CENTER ST
MIDVALE UTAH
84047

060317
H1-COUNTRY ESTATES WATER COMPANY

C E LEWTON DIRECTOR
P J BOX 1901
JACKSON, WYOMING
83001

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, this 30th day of September A.D. 19 76.

Clyde L. Miller
SECRETARY OF STATE
By *[Signature]*
Authorized Person
01763



Office of Lt. Governor/Secretary of State

CERTIFICATE OF INVOLUNTARY DISSOLUTION

OF

HI-COUNTRY ESTATES, INC.

#052620

I, DAVID S. MONSON, Lt. Governor/Secretary of State of the State of Utah, and by virtue of the authority vested in me by law, according to the provisions of Section 16-10-88.5 of the Utah Business Corporation Act, hereby issue this Certificate of Involuntary Dissolution.

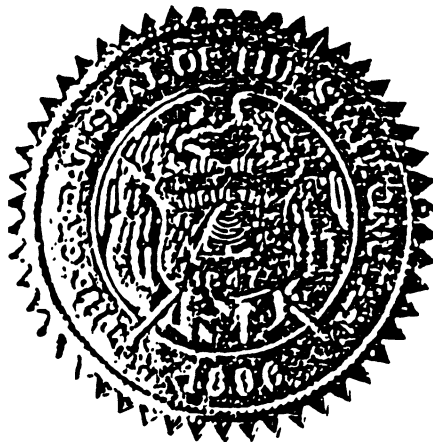
FAILURE TO PAY TAXES

052620
HI-COUNTRY ESTATES, INC.

LEONARD W. BURNINGHAM, AG
411 EAST 1ST SOUTH
SALT LAKE CITY, UTAH
84111

052620
HI-COUNTRY ESTATES, INC.

D. KEITH SPENCER VP/SEC
140 N. CENTER
CASPER, WYOMING
82601



IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed the
Great Seal of the State of Utah at Salt
Lake City, this 31ST day of
MARCH A.D. 1979.

David S. Monson

LT. GOVERNOR/SECRETARY OF STATE

Janet C. Dancy

AUTHORIZED PERSON
01761

Recorded at Request of... Virgil A. & Elizabeth S. Marcum

JAN 9 1978

at 4.50 M. Fee Paid \$

Kate L. Jirgen Salt Lake County Recorder

by Patricia R. Brown
Patricia R. Brown

Dep. Book

Page

Ref.

Mail this notice to

Address 3254 Marie Ave. S.L.C. Utah
84109

3042369

WARRANTY DEED

Virgil A. Marcum and Elizabeth S. Marcum

grantors

of Salt Lake City

County of Salt Lake

State of Utah, hereby

CONVEY and WARRANT to Virgil A. Marcum, Trustee and Elizabeth S. Marcum, Trustee, jointly or the survivor or their successors in trust as trustees under the Virgil A. Marcum Family Revocable Trust, with full power to transfer, assign, mortgage, encumber, or otherwise dispose of the property herein described

grantee

of Salt Lake City

County Salt Lake

, State of Utah

for the sum of TEN AND NO/100 - - - - - DOLLARS

the following described tract of land in Salt Lake

County,

State of Utah, more or less subject to the encumbrances owed thereon, to-wit:

- A. Lot 38 Canyon Rim Add Am'd & Ext
Salt Lake County, Utah.
- B. Lot 67, Hi-County Estates Sub
Salt Lake County, Utah.

WITNESS the hands of said grantors, this

9

day of May

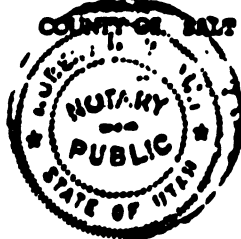
A.D. 1977

Signed in the presence of

Virgil A. Marcum
Virgil A. Marcum

Elizabeth S. Marcum
Elizabeth S. Marcum

STATE OF UTAH
COUNTY OF SALT LAKE



My Commission Expires

8-21-78

{ ss.

On the 9 day of May A.D. 1977 personally

appeared before me Virgil A. Marcum and Elizabeth S. Marcum

the signers of the within instrument who duly acknowledged to me that they executed the same

Notary Public

Residing at

Robert R. Brown
SLC Utah

500-4606 no. 928

THIS DEED PRINTED ESPECIALLY FOR PHOTO-COPYING. USE BLACK INK AND TYPE.



Recorded at Request of Kenneth P. Thompson P. O. Box 121 Fiverton, Utah 8406
at 1/4 M. Fee Paid \$ 460 NOV 2 1978
by J. P. Thompson Dep. Book Page Ref.
Mail tax notice to Address

3191261

WARRANTY DEED

VIRGIL A. MARCUM, Trustee and ELIZABETH S. MARCUM, Trustee grantor
of Salt Lake City County of Salt Lake State of Utah, hereby
CONVEY and WARRANT to

KENNETH P. THOMPSON and JANICE L. THOMPSON, his wife, as joint tenants
of Salt Lake City County of Salt Lake, State of Utah
for the sum of TEN DOLLARS and other good and valuable consideration DOLLARS
the following described tract of land in Salt Lake County,
State of Utah, to-wit:

Lot 67, Hi-Country Estates, according to the plat thereof, as recorded
in the office of the County Recorder of said County.

TOGETHER WITH a right of way over and across the private roads located
within said subdivision.

WITNESS the hand of said grantor, this 2nd day of November A. D. 19 78

Signed in the presence of

Virgil A. Marcum
VIRGIL A. MARCUM, Trustee

Elizabeth S. Marcum
ELIZABETH S. MARCUM, Trustee

STATE OF UTAH
COUNTY OF Salt Lake

{ ss.

On the 2nd day of November A. D. 19 78 personally

appeared before me VIRGIL A. MARCUM, Trustee
ELIZABETH S. MARCUM, Trustee

the signer of the within instrument who duly acknowledged
to me that they executed the same.

My Commission Expires



E. Wayne Nielson
Notary Public

Residing at Salt Lake City, Utah

204-4764 ext 1284

EXHIBIT

72

C1766

HI-Country Estates
33 Canyon Road
Riverton, Utah 84065
Attn: John Thomas

Recorded AUG 9 1978 at 8:16 PM
Request of SECURITY TITLE COMPANY
Fee Paid KATHIE L. DIXON
Recorder, Salt Lake County, Utah
David L. Dixon
DAVID L. DIXON

3150096

TRUSTEES
SPECIAL WARRANTY DEED

ZIONS FIRST NATIONAL BANK, a National Banking Association, as Trustee, of Salt Lake City, Utah, Grantor, hereby conveys and warrants against the acts of the Grantor only, to Virgil A. Marcum and Elizabeth S. Marcum, his wife, as Joint Tenants and not as tenants in common, with full rights of survivorship

Grantees,

for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land situated in SALT LAKE County, State of UTAH

"Lot 67, HI-COUNTRY ESTATES, a subdivision according to the official plat thereof recorded in the office of the County Recorder of said County, together with a right of way over and across the private roads, located within said subdivision."

"Subject to the protective covenants and the articles of the homeowners association."

PROOF READ
for

IN WITNESS WHEREOF, the Grantor this 4th, day of AUGUST, 1978 has caused these presents to be executed in its corporate name, as trustee, and under its corporate seal, as trustee, by two of its Vice Presidents hereunto duly authorized.

ZIONS FIRST NATIONAL BANK, a
National Banking Association, as Trustee

WITNESS:

Virgil A. Marcum
Vice President

Elizabeth S. Marcum
Vice President

STATE OF UTAH
COUNTY OF SALT LAKE } SS.

On the 4th day of AUGUST, A.D. 1978, personally appeared before me Peter K. Ellison and J. Chad Hamilton, who being by me duly sworn and they are Vice Presidents of Zions First National Bank, a National Banking Association, and that said instrument was signed in behalf of said Association, as Trustee, by resolution of the Board of Directors and they acknowledged to me that said Association executed the same, as Trustee.

[Signature]
Notary Public

My commission expires June 24, 1979 Residing at Salt Lake City, Utah

EXHIBIT

V

004719 m1060

00737

HI-Country Estates
33 Canyon Road
Riverton, Utah 84065
Attn: John Thomas

at 8/4/78, for Paid \$ 400.00 Salt Lake County, Utah AUG 9 1978
by _____ Dep. Recd _____ Ref: _____
Mail tax notice to _____ Address _____

3150094 QUIT-CLAIM DEED

HI-COUNTRY ESTATES, SECOND, a Utah Limited Partnership, Grantor
of Riverton, County of Salt Lake, State of Utah, hereby
QUIT-CLAIM to Virgil A. Marcum and Elizabeth S. Marcum, his wife, as
Joint Tenants and not as tenants in common, with full rights of survivorship

of Salt Lake County, State of Utah grantee
for the sum of
TEN (\$10.00)----- DOLLARS,
and other good and valuable consideration.
the following described tract of land in Salt Lake County,
State of Utah:

"LOT # 47, HI-COUNTRY ESTATES, a subdivision according to the
official plat thereof recorded in the office of the County Recorder
of said County, together with a right of way over and across the private
roads located within said subdivision."

Subject to the protective covenants and the articles of the homeowners
association."

Witness the hand of said grantor, this fourth day of
August, A.D. one thousand nine hundred and seventy-eight

Signed in the presence of

HI-COUNTRY ESTATES, SECOND

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 4th day of August, A.D. 1978, personally appeared before
me Charles E. Lewton, who being by me duly sworn did say that he is a
General Partner of the firm of HI-COUNTRY ESTATES, SECOND, a Utah limited
partnership, and that the foregoing instrument was signed in behalf of said
partnership by authority of the Articles of said limited Partnership.
And the said Charles E. Lewton acknowledged to me that said limited
Partnership executed the same.

My Commission Expires
June 26, 1979

Salt Lake City, Utah

DAVEY PUBLIC

Notary Public in Salt Lake City, Utah.

EXHIBIT

X

REC-4719

6769

3627981

TRUSTEE
SPECIAL WARRANTY DEED

ZIONS FIRST NATIONAL BANK, a National Banking Association, as Trustee, of Salt Lake City, Utah, Grantor, hereby conveys and warrants against the acts of the Grantor only, to

Stanley H. Pierson and Joyce S. Pierson, his wife, as joint tenants and not as tenants in common, with full rights of survivorship, Grantee

for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land situated in SALT LAKE County, State of UTAH

"Lot 104, HI-COUNTRY ESTATES, a subdivision according to the official plat thereof recorded in the office of the County Recorder of said County, together with a right of way over and across the private roads, located within said subdivision."

"Subject to the protective covenants and the articles of the homeowners association."

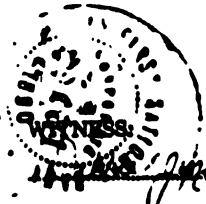
SECURITY TITLE CO.
No. 111770

400
Rayne Harper
KATIE L. DIXON
RECORDER
SALT LAKE COUNTY
UTAH
Dec 2 11 46 AM '81
SECURITY TITLE CO.

IN WITNESS WHEREOF, the Grantor this 20th day of November, 1981, has caused these presents to be executed in its corporate name, as trustee, and under its corporate seal, as trustee, by two of its Vice Presidents hereunto duly authorized.

ZIONS FIRST NATIONAL BANK, a
National Banking Association, Trustee

[Signature]
Vice President
[Signature]
Vice President



STATE OF UTAH
COUNTY OF SALT LAKE } ss.

On the 20th day of November, A.D. 1981, personally appeared before me J.A. Gardner and J.S. Housekeeper, who being by me duly sworn did say they are Vice Presidents of Zions First National Bank, a National Banking Association, and that said instrument was signed in behalf of said Association, as Trustee, by resolution of its Board of Directors and they acknowledged to me that said Association executed the same, as Trustee.

MY COMMISSION EXPIRES NOVEMBER 2, 1982

My commission Expires _____ Residing at _____

d) Hi-Country Phase I 3616001 Lot 104 6210104HC



BOOK 5318 PAGE 1076

01770

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref: _____
Mail tax notice to Stanley H. Pierson Address 712 Woodridge Dr. Layton, Utah 84041

QUIT-CLAIM DEED

[CORPORATE FORM]

3627382

HI-COUNTRY ESTATES, INC. a corporation
organized and existing under the laws of the State of Utah, with its principal office at
RIVERTON, of County of SALT LAKE, State of Utah.
grantor, hereby QUIT CLAIMS to

Stanley H. Pierson and Joyce S. Pierson, his wife, as Joint Tenants and
not as tenants in common, with full rights of survivorship

of _____ grantor
for the sum of _____ DOLLARS.
TEN AND NO/100-----
and other good and valuable consideration
the following described tract of land in SALT LAKE County,
State of Utah:

LOT # 10A, HI-COUNTRY ESTATES, a subdivision according to the
official plat thereof recorded in the office of the County Recorder
of said County, together with a right of way over and across the private
roads located within said subdivision.

Subject to the protective covenants and the articles of the homeowners
association.

The officers who sign this deed hereby certify that this deed and the transfer represented
thereby was duly authorized under a resolution duly adopted by the board of directors of the
grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed
by its duly authorized officers this 20th day of November, A. D. 1981

Attest: _____
Secretary.
[CORPORATE SEAL]
STATE OF UTAH,
County of Salt Lake

HI-COUNTRY ESTATES, INC.
By _____
President.

On the 20th day of November, A. D. 1981
personally appeared before me Charles E. Lewton, _____
who being by me duly sworn did say, each for himself, that he, the said Charles E. Lewton
is the president and the said _____
of Hi-Country Estates, Inc. Company, and that the within and foregoing
instrument was signed in behalf of said corporation by authority of a resolution of its board of
directors and said Charles E. Lewton
each duly acknowledged to me that said corporation executed the same and that the seal affixed
is the seal of said corporation.

MY COMMISSION EXPIRES NOVEMBER 2, 1982

My commission expires _____ My residence _____

BLANK RE 1000 © 1979 PPL CO. - 2015 CO. 2000 EAST - SALT LAKE CITY

d) Hi-Country Phase I 3616001 6210104NC

EXHIBIT

Z

BOOK 5318 PAGE 1077

01771

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref. _____
Mail tax notice to Stanley Pierson Address 717 Woodridge Dr. Layton, Utah
84041

QUIT-CLAIM DEED

3627983

HI-COUNTRY ESTATES, SECOND, a Utah Limited Partnership, Grantor
of Riverton, County of Salt Lake, State of Utah, hereby
QUIT-CLAIM to

Stanley H. Pierson and Joyce S. Pierson, his wife, as joint tenants
and not as tenants in common, with full rights of survivorship.

of _____ grantee
for the sum of
TEN (\$10.00) ----- DOLLARS,
and other good and valuable consideration.
the following described tract of land in Salt Lake County,
State of Utah:

PROOF READ
"LOT # 10A, HI-COUNTRY ESTATES, a subdivision according to the
official plat thereof recorded in the office of the County Recorder
of said County, together with a right of way over and across the private
roads located within said subdivision."

Subject to the protective covenants and the articles of the homeowners
association."

400
Wayne Harper
NOTARY PUBLIC
SALT LAKE CO.
UTAH
DEC 7 11 46 AM '81
NATE L. DICK
RECORDED
SALT LAKE CO
UTAH

Witness the hand of said grantor, this twentieth day of
November, A. D. one thousand nine hundred and eighty one

Signed in the presence of

HI-COUNTRY ESTATES, SECOND

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 20th day of November, A.D. 1981, personally appeared
me Charles E. Lewton who being by me duly sworn did say that he is a
General Partner of the firm of HI-COUNTRY ESTATES, SECOND, a Utah Limited
Partnership, and that the foregoing instrument was signed in behalf of said
Limited Partnership by authority of the Articles of said Limited Partnership,
and the said Charles E. Lewton acknowledged to me that said Limited
Partnership executed the same.

My Commission Expires:

MY COMMISSION EXPIRES NOVEMBER 2, 1984

Country I 3616001 6210104H

NOTARY
PUBLIC
SALT LAKE CO.
UTAH
Residing in Salt Lake City, Utah.

BOOK 5318 PAGE 1078

C1772

EXHIBIT

AA

HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION

7370 WEST 13300 SOUTH

RIVERTON, UTAH 84065

May 7, 1982

Dr. Gerald H. Bagley
7350 Wasatch Blvd.
Salt Lake City, Utah 84121

Dear Dr. Bagley:

Enclosed please find copies of letters from the office of Arthur L. Monson, Salt Lake County Treasurer, indicating taxes due on property in Hi-Country Estates on which the water tank stands. This property has never been owned by Hi-Country Estates Association. Our understanding is that it is owned by your water company.

This correction should be made by your office, with the Salt Lake County Treasurer, Mr. Monson.

Sincerely,

Director
Hi-Country Estates Homeowners
Association


John W. Davies - President


Robert S. H. Millard - Vice President


John C. Thomas - Secretary/Treasurer

P/Park
cc: Arthur L. Monson
Con Kostopoulos
Encl. (2)



01773

NOV: _____

BID FOR TAX DEED
(BY RECORD FEE OWNER)

I hereby offer to pay SALT LAKE COUNTY, in cash, an amount sufficient to pay the total amount of taxes, interest, penalty, and costs which are a charge upon such real estate for a TAX DEED for the following described property:

HI-COUNTRY ESTATES WATER PARK LOTS. 0.75 AC

The Bid indicated above is for the full parcel of property as described. It is specifically understood and mutually acknowledged by and between the undersigned and Salt Lake County that this bid is conditioned upon the approval of the Board of County Commissioners of Salt Lake County, and that the tax deed is to be issued in the name of the record fee owner(s) as recorded in the office of the County Recorder.

I hereby certify that I am the record fee owner of the above described property.

Record Fee Owner

I hereby certify that I am bidding for and on behalf of the record fee owner of the above described property in the capacity of Bagley Enterprises

[Signature]
Signature of person bidding on behalf of record fee owner

to be issued as follows:

WE

Hi Country Estates
Homeowners Assn

INTEREST

MAILING ADDRESS

C/o Bagley Enterprises
P.O. Box 17230
SLC UT 84117

APPROVED BY:

[Signature]
Deputy County Auditor

OFFICIAL USE ONLY - DO NOT COMPLETE

Explanation and approval of any special consideration:

Approved by Board of County Commissioners of Salt Lake County

Chairman

ATTEST:

County Clerk

APPROVED BY:

[Signature]
Deputy County Auditor

EXHIBIT

CC

62774

SERIAL NO. 32-05-151-001-0000
NEW

41D0113-001
OLD

3967848

TAX DEED

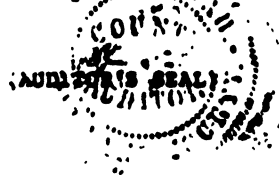
Salt Lake County, a body corporate and politic of the State of Utah,
grantor, hereby conveys to HI Country Estates Homeowners Assn.
grantee(s), of Bagley Enterprises
P. O. Box 17230
Salt Lake City, UT 84117
the following described real estate in Salt Lake County, Utah:

HI-COUNTRY ESTATES WATER TANK LOTS. 0.75 AC

RECORDED
SALT LAKE COUNTY,
UTAH
JUL 16 11 05 AM '84
SALT LAKE COUNTY
REC'D
DEP
No Fee
Bagley Enterprises

This conveyance is made in consideration of payment by the grantee(s) of
the sum of \$15,080.18 delinquent taxes, penalties, interest, and costs con-
stituting a charge against the said real estate, which was sold to said county
at preliminary sale for nonpayment of general taxes assessed against it for
the year 1979 in the sum of \$ 14.43. Dated this 23rd day of May,
1984.

Witness my hand and seal as Auditor of Salt Lake County, this 23rd day
of May, 1984.



SALT LAKE COUNTY

By: Craig B. Sorensen
CRAIG B. SORENSEN
AUDITOR OF SALT LAKE COUNTY, UTAH

DOM5578 MAR 1997

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 16 day of JUL, 1984, personally appeared before
me as County Recorder of Salt Lake County, State of Utah, CRAIG B. SORENSEN,
the Auditor of Salt Lake County, State of Utah, signer of the above instrument,
who duly acknowledged to me that he, as Auditor of Salt Lake County, executed
the same.

[Signature]
Recorder of Salt Lake County, Utah

EXHIBIT
DD

C1775

C1776

EXHIBIT "A"

Water Tank Parcel (Lot 81/104)

Beginning at the Northwest corner of Lot 104, Hi-Country Estates Subdivision, said point is also South 2372.38 feet and West 5299.51 feet from the Northeast corner of Section 5, Township 4 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 72°00'00" East 355.26 feet to a point on a curve to the right, the center of which is South 47°26'29" East 1359.00 feet; thence Northeasterly along the arc of said curve 57.91 feet through a central angle of 2°26'29"; thence North 72°00'00" West 397.95 feet; thence South 0°33'50" East 55.0 feet to the point of beginning. Contains 19,654.06 square feet or 0.4512 acres.

1961
1059

01777

Recorded at Request of

at M. Fee Paid \$

by Dep. Book Page Ref.

HI-COUNTRY ESTATES

Mail tax notice to BILL TURNER Address 75 Hi-Country Rd. Riverton, U:
84065

QUIT-CLAIM DEED

HI-COUNTRY ESTATES, SECOND, a Utah Limited Partnership grantor
of Riverton, County of Salt Lake, State of Utah, hereby
QUIT-CLAIM to

HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION
PHASE I

of Riverton, Utah grantee
for the sum of
TEN DOLLARS AND NO/100----- DOLLARS,
(and all other good and valuable consideration)
the following described tract of land in Salt Lake County,
State of Utah:

SEE ATTACHED EXHIBIT "A"

600
JUN 19 12 07 PM '85
SALT LAKE COUNTY, UT
21045 1 PM BANK
DLP
Penni Kotoldgos

Witness th: hand of said grantor, this 10th day of
June, 1985, A. D. one thousand nine hundred and eighty five

Signed in the presence of

Shaaron A. Darn

HI-COUNTRY ESTATES

D. Kieth Spencer
D. Kieth Spencer

STATE OF UTAH, WYOMING }
County of Natronia }

On the 10th day of June, 1985 A. D. one
thousand nine hundred and eighty five
D. KIETH SPENCER personally appeared before me

the signer of the foregoing instrument, who duly acknowledge to me that he executed the same.

Marvile Schumacher - Notary Public
Country of Natronia State of Wyoming
My commission expires JANUARY 11, 1986
My Commission Expires Jan. 11, 1986

Marvile Schumacher Notary Public.
Address: 2047 Linda Vista
Casper, Wyoming

181-0020



01778

Water Tank Parcel (Lot 67)

Beginning at the Northeast corner of Lot 67, Hi-Country Estates Subdivision, said point is also North 89°42'24" West along the section line 1028.38 feet and South 50°00'00" East 784.22 feet from the Northeast corner of Section 5, Township 4 South, Range 2 East, Salt Lake Base and Meridian; and running thence Southwesterly 67.73 feet along the arc of a curve to the right through a central angle of 4°47'28", the radius point of which is North 80°00'00" West 810.00 feet; thence North 50°00'00" West 231.38 feet; thence North 40°00'00" East 60.00 feet; thence South 50°00'00" East 200.00 feet to the point of beginning. Contains 12,973.56 square feet or 0.2978 acres.

1061 1961 1061

01779

HI-COUNTRY ESTATES
Mail tax notice to BILL TURNER Address 75 Hi-Country Rd Riverton, Ut
84065

4100201

QUIT-CLAIM DEED

[CORPORATE FORM]

HI-COUNTRY ESTATES, INC., a corporation
organized and existing under the laws of the State of Utah, with its principal office at
Riverton, of County of Salt Lake, State of Utah,
grantor, hereby QUIT CLAIMS to

HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION PHASE I



of Riverton, Utah
TEN DOLLARS AND NO/100-----
(and all other good and valuable consideration)
the following described tract of land in Salt Lake
State of Utah:

SEE ATTACHED EXHIBIT "A"

grantee
for the sum of
----- DOLLARS,
County, San Diego
JAN 19 12 07 PM '05
SANTO DOMINGO, CALIF.
\$ _____
DEP _____
BANK OF AMERICA
PENN. KOREA BANK

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.


In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 10th day of June, A. D. 1985

Attest:  By 
H. Keith Spencer, Secretary. Charles E. Lewton, President.

STATE OF ~~UTAH~~ WYOMING
County of NATRONA

On the 10th day of June 1985, A. D. personally appeared before me Charles E. Lewton and D. Kieth Spencer who being by me duly sworn did say, each for himself, that he, the said Charles E. Lewton is the president, and he, the said D. Kieth Spencer is the secretary of HI-Country Estates, Inc. Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Charles E. Lewton and D. Kieth Spencer each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Marjorie Schumacher • Notary Public

County of  State of Wyoming

Natrona

My Commission Expires JANUARY 1, 1966

My Commission Expires JAN. 1, 1966

Martie Schumacher
Notary Public.
My residence is Casper, Wyoming.

LAKE NO. 103 - 12 SEP 68 CD - 2125 00 - 2000 EAST - 8 LT LAKE C

EXHIBIT

GG

01780

EXHIBIT "A"

Water Tank Parcel (Lot 81/104)

Beginning at the Northwest corner of Lot 104, Hi-Country Estates Subdivision, said point is also South 2372.38 feet and West 5299.51 feet from the Northeast corner of Section 5, Township 4 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 72°00'00" East 355.26 feet to a point on a curve to the right, the center of which is South 47°26'29" East 1359.00 feet; thence Northwesterly along the arc of said curve 57.91 feet through a central angle of 2°26'29" thence North 72°00'00" West 397.95 feet; thence South 0°33'50" East 55.0 feet to the point of beginning. Contains 19,654.05 square feet or 0.4512 acres.

2005 JUN 13 10:03

1731

Recorded at Request of.

as M. Fee Paid \$

by..... Dep. Book..... Page..... Ref.:

HI-COUNTRY ESTATES

Mail tax notice to BILL TURNER.....Address 75 Hi-Country Rd Riverton, Ut
84065

4100202

QUIT-CLAIM DEED

[CORPORATE FORM]

HI-COUNTRY ESTATES, INC, a corporation
organized and existing under the laws of the State of Utah, with its principal office at
Riverton, of County of Salt Lake, State of Utah,
grantor, hereby QUIT CLAIMS to

HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION PHASE I


of Riverton, Utah grantee
TEN DOLLARS AND NO/100-----DOLLARS,
(and all other good and valuable consideration)
the following described tract of land in Salt Lake County,
State of Utah:

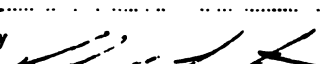
SEE ATTACHED EXHIBIT "A"

600
JUN 19 12 00 PM '85
SALT LAKE COUNTY,
KATHY J. JENSEN
REC'D
JUN 19 1985
216-415-1111
DTP
Penna Korolko

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 10th day of June, A. D. 1985

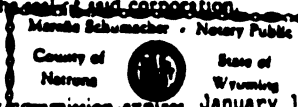

D. Kieth Spencer Secretary.
[CORPORATE SEAL]

By  Company
Charles E. Lewton President.

STATE OF WYOMING

County of NATRONA

On the 10th day of June 1985, A. D.
personally appeared before me Charles E. Lewton and D. Kieth Spencer
who being by me duly sworn did say, each for himself, that he, the said Charles E. Lewton
is the president, and he, the said D. Kieth Spencer is the secretary
of Hi-Country Estates, Inc. and that the within and foregoing
instrument was signed in behalf of said corporation by authority of a resolution of its board of
directors and said Charles E. Lewton and D. Kieth Spencer
each duly acknowledged to me that said corporation executed the same and that the seal affixed
is the seal of said corporation.


Marvella Schumacher - Notary Public
County of Natrona State of Wyoming
My commission expires JANUARY, 1986 My residence is Casper, Wyoming

BLANK NO. 103C - 0 5TH FLS 25 - 2010 50 2000 EASY - ONLY LONG CITY

EXHIBIT

HH

REC'D 5661 JUN 19 1985

01782

EXHIBIT "A"

Water Tank Parcel (Lot 67)

Beginning at the Northeast corner of Lot 67, Hi-Country Estates Subdivision, said point is also North 89°42'24" West along the section line 1028.38 feet and South 50°00'00" East 784.22 feet from the Northeast corner of Section 5, Township 4 South, Range 2 East, Salt Lake Base and Meridian; and running thence Southwesterly 67.73 feet along the arc of a curve to the right through a central angle of 4°47'28", the radius point of which is North 80°00'00" West 810.00 feet; thence North 50°00'00" West 231.38 feet; thence North 40°00'00" East 60.00 feet; thence South 50°00'00" East 200.00 feet to the point of beginning. Contains 12,973.56 square feet or 0.2978 acres.

1028.38

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref.: _____
HI-COUNTRY ESTATES
Mail tax notice to BILL TURNER Address 75-Hi Country Rd Riverton,
Utah 84065

4080554

QUIT-CLAIM DEED

[CORPORATE FORM]

ZIONS FIRST NATIONAL BANK, TRUSTEE, a corporation
organized and existing under the laws of the State of Utah, with its principal office at
Salt Lake City, of County of Salt Lake, State of Utah,
grantor, hereby QUIT CLAIMS to

HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION PHASE I

of Riverton, Utah, grantee
TEN DOLLARS AND NO/100----- DOLLARS,
(and all other good and valuable consideration)
the following described tract of land in Salt Lake County,
State of Utah:

SEE ATTACHED EXHIBIT "A"


RAUL & UNION
RECORDED
SALT LAKE COUNTY,
UTAH
MAY 1 10 49 AM '85
ZIONS 1: NAT BANK
DEP
REBECCA GRAY

The officers who sign this deed hereby certify that this deed and the transfer represented
thereby was duly authorized under a resolution duly adopted by the board of directors of the
grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed
by its duly authorized officers this 25 day of April, A. D. 19 85

Attest:


WITNESS SECRETARY
[CORPORATE SEAL]

ZIONS FIRST NATIONAL BANK, Company
By  TRUSTEE
VICE President.

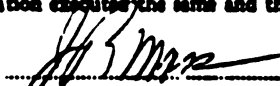
VICE PRESIDENT

STATE OF UTAH,

County of Salt Lake

On the 25 day of April, A. D. 1985
personally appeared before me Elizabeth Lynch and Theo K. Dunham
who being by me duly sworn did say, each for himself, that he, the said Elizabeth Lynch
is the president, and the said Theo K. Dunham is the VICE PR
of Zions First National Bank Company, and that the within and foregoing
instrument was signed in behalf of said corporation by authority of a resolution of its board of
directors and did  and Theo K. Dunham
each duly acknowledged that said corporation executed the same and that the seal affixed
is the seal of said corporation.




Notary Public.
My commission expires _____ My residence MY COMMISSION EXPIRES AUGUST 1, 1987
RESIDING AT DOUNTIFUL, UTAH

My commission expires _____

SLAKE REG-10356-0125/1/85-0011-00 0000 0000 0000

EXHIBIT

II

01784

EXHIBIT "A"

Water Tank Parcel (Lot 81/104)

Beginning at the Northwest corner of Lot 104, Hi-Country Estates Subdivision, said point is also South 2372.38 feet and West 5299.51 feet from the Northeast corner of Section 5, Township 4 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 72°00'00" East 355.26 feet to a point on a curve to the right, the center of which is South 47°26'29" East 1359.00 feet; thence Northeasterly along the arc of said curve 57.91 feet through a central angle of 2°26'29"; thence North 72°00'00" West 397.95 feet; thence South 0°33'50" East 55.0 feet to the point of beginning. Contains 19,654.06 square feet or 0.4512 acres.

BOOK 5650 PAGE 1283

01785

Recorded at Request of _____

at _____ M. Fee Paid \$ _____

by _____ Dep. Book _____ Page _____ Ref.: _____

HI-COUNTRY ESTATES
Mail tax notice to BILL TURNER Address 75 HI-Country Rd Riverton,
Utah 84065

4080555

QUIT-CLAIM DEED

[CORPORATE FORM]

ZIONS FIRST NATIONAL BANK, TRUSTEE, a corporation
organized and existing under the laws of the State of Utah, with its principal office at
Salt Lake City, of County of Salt Lake, State of Utah,
grantor, hereby QUIT CLAIMS to

HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION PHASE I

of Riverton, Utah grantee
TEN DOLLARS AND NO/100----- DOLLARS,
(and all other good and valuable consideration)
the following described tract of land in Salt Lake County,
State of Utah:

SEE ATTACHED EXHIBIT "A"

KATE E. SHARP
RECORDED
SALT LAKE COUNTY,
UTAH
MAY 1 10 49 AM '85
ZIONS 1ST NAT BANK
DEP
RUBEN GARY
REBECCA GRAY

The officers who sign this deed hereby certify that this deed and the transfer represented
thereby was duly authorized under a resolution duly adopted by the board of directors of the
grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed
by its duly authorized officers this 25 day of April, A. D. 1985

WITNESS
[CORPORATE SEAL]

ZIONS FIRST NATIONAL BANK, Company
By TRUSTEE

Elizabeth Lynch
VICE President.

VICE PRESIDENT

STATE OF UTAH,

County of Salt Lake

On the 25 day of April, A. D. 1985
personally appeared before me Elizabeth Lynch and Theo K. Dunham
who being by me duly sworn did say, each for himself, that he, the said Elizabeth Lynch
is the president, and he, the said Theo K. Dunham is the Vice President
of Zions First National Bank, Company, and that the within and foregoing
instrument was signed in behalf of said corporation by authority of a resolution of its board of
directors and said Elizabeth Lynch and Theo K. Dunham
each duly acknowledged that said corporation executed the same and that the seal affixed
is the seal of said corporation.



Notary Public.

My commission expires _____ My residence is _____ MY COMMISSION

RESIDING AT BENTON, UTAH

EXHIBIT

JJ

C1786

EXHIBIT "A"

Water Tank Parcel (Lot 67)

Beginning at the Northeast corner of Lot 67, Hi-Country Estates Subdivision, said point is also North 89°42'24" West along the section line 1028.38 feet and South 50°00'00" East 784.22 feet from the Northeast corner of Section 5, Township 4 South, Range 2 East, Salt Lake Base and Meridian; and running thence Southwesterly 67.73 feet along the arc of a curve to the right through a central angle of 4°47'28", the radius point of which is North 80°00'00" West 810.00 feet; thence North 50°00'00" West 231.38 feet; thence North 40°00'00" East 60.00 feet; thence South 50°00'00" East 200.00 feet to the point of beginning. Contains 12,973.56 square feet or 0.2978 acres.

NOV 5 650 P.M. 1285

01787

ASSIGNMENT OF APPLICATION*
(Corporation Form)

RECEIVED
JUL 11 1985
WATER RIGHTS

For a valuable consideration the undersigned hereby assign (s) and transfer (s) Application No. 33130 (52-160ⁿ), together with all water rights evidenced thereby as follows:

<u>Name of Assignee and Address</u>	<u>Part of Application</u> <u>Owned</u>	<u>Part of Application</u> <u>Assigned</u>
<u>Hi-Country Estates Homeowner's Association</u>	_____	<u>All</u>
<u>13300 South 7370 West</u>	_____	_____
<u>Riverton, Utah 84065</u>	_____	_____
_____	_____	_____

Dated this 28th Day of June, 1985

Attest:

[Signature]
Secretary

President

State of Utah)
County of _____) ss.

On the 28th day of June, 1985, personally appeared before me Charles E. Lewton who being by me duly sworn did say that he is the president (or other officer or agent) of Hi-Country Estates, Inc., a corporation; and that said instrument was signed in behalf of said corporation by authority of its by-laws (or of a resolution of its board of directors) and said Charles E. Lewton acknowledged to me that said corporation executed the same.



[Signature]
Notary Public

My Commission expires:
January 11, 1986.

POWER OF ATTORNEY*

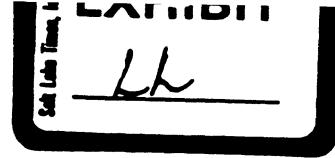
I hereby appoint _____, whose address is _____, as my attorney-in-fact and authorize him to represent me in all matters relating to the above-numbered application.

Dated this _____ day of _____, 19____.



01738

AGREEMENT



THIS AGREEMENT, made and entered into this 1st day of February, 1980, by and between GERALD H. BAGLEY, hereinafter referred to as "Bagley", and JORDAN ACRES, a limited partnership, hereinafter referred to as "Jordan Acres";

WHEREAS, Bagley is the owner of the Hi-Country Estates Water Company and all of its existing equipment, lines, wells, water rights, leases and other assets; and

WHEREAS, Jordan Acres is the owner of certain real property near the water system of the water company, the value of which would be substantially greater with water available to it; and

WHEREAS, Jordan Acres desires to purchase the water company and its assets for use with its property, or otherwise as it desires and Bagley is willing to sell on the terms hereinafter provided;

NOW, THEREFORE, it is hereby mutually agreed between the parties hereto as follows:

1. Bagley hereby agrees to sell, and Jordan Acres hereby agrees to buy, the Hi-Country Estates Water Company and all of its existing assets, including its equipment, lines, wells, water rights, leases and customers.

2. Jordan Acres agrees to assume and pay, when due, all of the obligations of the Hi-Country Estates Water Company, including the payments due on leases, the maintenance of all equipment and lines, the payments due for power required to operate the equipment and the maintenance and preservation of all water rights, and Jordan Acres shall assume possession of the water system as of the date hereof.

3. Jordan Acres agrees to pay Bagley the total sum of Three Hundred Seventy Thousand (\$370,000.00) Dollars, of which \$333,500.00 shall apply to purchase of the water system and \$37,500.00 shall apply to purchase of water rights, which total amount shall be payable \$50,000.00 down, and the balance of \$320,000.00 shall be paid in monthly installments of \$4,228.82 commencing March 1, 1980, and continuing on the first day of each month thereafter until the balance, together with interest thereon, is paid in full.

4. Interest shall be paid on the unpaid balance at the rate of ten (10%) percent per annum from the date hereof until the balance is paid in full and the unpaid principal, or portions thereof, may be prepaid at any time, but not prior to January 1, 1981, such prepayments to reduce the remaining balance but not to relieve future monthly installments unless elected by Jordan Acres in writing at the time such prepayments are made.

5. Upon the payment of the full amount due hereunder, Bagley shall execute and deliver to Jordan Acres a Bill of Sale, transferring all right, title and interest in the water system and the water company to

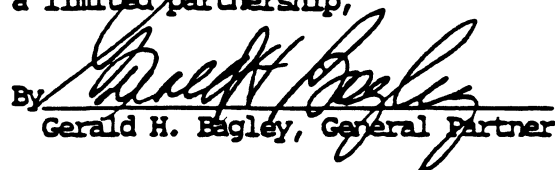
Jordan Acres, and assign all leases, water permits or applications and any other documents that may be required to convey the interest of Bagley in the water company and the water system to Jordan Acres.

6. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns and in the event of a default of the performance of the terms of this agreement, the defaulting party agrees to pay all costs incurred, including reasonable attorney's fees, in enforcing the terms of this agreement.

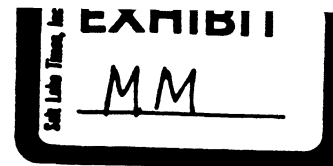
IN WITNESS WHEREOF, the parties hereto have signed or caused the names of their duly authorized officers or agents to be signed hereunder.


GERALD H. BAGLEY

JORDAN ACRES,
a limited partnership,

By 
Gerald H. Bagley, General Partner

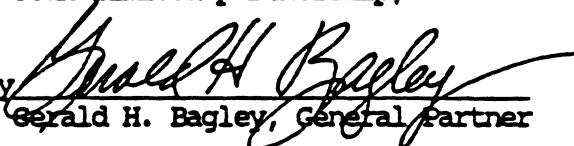
ASSIGNMENT OF ASSETS



JORDAN ACRES, a Utah limited partnership, for value received, hereby assigns, transfers and conveys to Foothills Water Company, Inc., a Utah corporation, all of its right, title and interest in and to the Hi Country Estates Water System, including the water lines, storage tanks, pumps and equipment, real property, leases, customers, contracts and accounts receivable, together with all water rights, subject to all liabilities thereon and accounts payable, as listed on Exhibit "A" attached hereto.

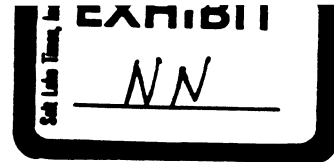
DATED this 7th day of June, 1985.

JORDAN ACRES,
a Utah limited partnership,

By 
Gerald H. Bagley, General Partner

01731

AGREEMENT



THIS AGREEMENT made and entered into this 31st day of October, 1985, by and between J. RODNEY DANSIE, an individual, hereinafter referred to as "Dansie", GERALD H. BAGLEY, BAGLEY & COMPANY, a partnership, and JORDAN ACRES, a limited partnership, hereinafter collectively referred to as "Bagley", and THE FOOTHILLS WATER COMPANY, INC., a Utah corporation, hereinafter referred to as "Foothills".

RECITALS:

A. On or before December 1, 1982, Dansie contracted with Bagley and/or Foothills to provide work and/or materials for the repair and maintenance of the Foothills water system, and pursuant to said contract, Dansie provided services and materials during the period beginning December 1, 1982, and continuing through October 8, 1984, with respect to that certain Foothills water utility system located on that certain real property located in the Hi-Country Estates Subdivision in Salt Lake County, Utah.

B. Dansie has been paid for a portion of the materials and labor provided, but claims an additional amount totaling \$80,447.43.

C. On October 10, 1984, October 12, 1984, December 5, 1984, and January 21, 1985, Dansie filed Notices of Liens with the Salt Lake County Recorder's Office, with respect to certain property owned by Bagley and Foothills, evidencing the amount owed and outstanding pursuant to the materials and services provided.

D. On October 7, 1985, Dansie filed a complaint against Bagley, Foothills and others in the Third Judicial District Court of Salt Lake County for the amounts owed and outstanding, and for other relief (the "Action").

E. Dansie performed additional work and labor after October 8, 1984, through and including October 5, 1985, and has filed an additional Notice of Lien to secure the amounts owed for said additional work and labor, which said additional amount is \$49,043.00.

F. The parties hereto now desire to reach a certain understanding with respect to the Action, the additional Notice of Lien and amounts owed by Bagley and Foothills to Dansie, in accordance with the terms set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter recited, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Bagley. Bagley agrees to sell, transfer, assign and convey to Dansie the following property owned by Bagley:

(a) Northwest quarter of the Southwest quarter of the Southwest quarter of Section 5, Township 4 South, Range 2 West, Salt Lake Base and Meridian, located in Salt Lake County, Utah, which property shall be free and clear of any and all liens and encumbrances affecting said property, excepting liens and encumbrances filed by Dansie with respect to said property, if any, to be conveyed by Warranty Deed; and

(b) Lot 43 of that certain Hi-Country Estates Subdivision, Phase No. 1, located in Salt Lake County, Utah, to be conveyed by Warranty Deed;

(c) Any and all stock in and to The Foothills Water Company, Inc., a Utah corporation, free and clear of any and all liens and encumbrances.

(d) The assets listed on Exhibit "A" attached hereto, which Bagley covenants and warrants that Foothills presently owns, free and clear of all encumbrances, excepting the claims of Dansie.

2. Foothills. Foothills agrees to deliver to Dansie the following:

(a) Evidence of all assets of Foothills, together with any and all records, books, corporate documents or other papers relevant in any way to the company, its operations, customers, creditors, receivables, authorization to do business, corporate status and any other matters in any way associated with the business of the company; and

(b) Evidence of any and all interests, rights or other properties owned by the company, including rights pursuant to contracts, permits, statutory or regulatory law, water rights and other properties, assets or interests whatsoever owned by the company, or to which the company has rights or interests of any sort whatsoever.

3. Dansie. In consideration of the property and assets assigned, transferred and/or conveyed to Dansie pursuant to paragraph 1 and the evidence and information provided pursuant to paragraph 2 hereof, Dansie hereby covenants that following closing (as defined hereafter), Dansie will hold

C1793

Bagley, Foothills and the principals of Foothills harmless from liability for any claim, demand, action or cause of action for damages, costs, expenses or compensation due Dansie arising out of or associated with the claims described in the Action filed by Dansie on October 7, 1985, in the Third Judicial District Court of Salt Lake County, State of Utah, and with respect to the additional Notice of Lien filed by Dansie. Dansie further covenants to perform all services and to take all actions to legally and properly operate the water system of Foothills and to hold Bagley, Foothills and the principals of Foothills harmless from all claims and obligations with respect thereto arising after the date of closing.

4. Reservation of Rights. Dansie expressly reserves any and all other rights of action, claims or demands Dansie has or may have against any and all other persons arising out of or in any way associated with the claims asserted and sought by Dansie in the Action, including the right to continue to foreclose said liens against any and all other parties asserting right in and to the property on which Dansie has filed said liens.

5. Closing. Dansie's covenants pursuant to this Agreement shall become effective on the date of closing, at which time Bagley and Foothills shall sell, assign, transfer, convey and/or deliver to Dansie the property and items described in paragraphs 1 and 2 hereof. Closing shall occur not later than November 15, 1985, at a place agreeable to the parties hereto.

(a) At closing, Bagley and Foothills shall deliver and present such documents, instruments, deeds, papers and other items as may be necessary to convey, transfer and/or assign to Dansie the property and items described in paragraphs 1 and 2 hereof. In addition, Bagley shall provide title insurance to the property to be conveyed pursuant to paragraph 1(a) hereof, and paragraph 2 of Exhibit "A", in the amount of \$75,000 insuring title to said properties free and clear of any and all liens and encumbrances, except the Notices of Liens filed by Dansie.

(b) Dansie shall deliver such other documents, instruments, pleadings, releases and/or papers as shall be necessary to formalize his agreement to hold Bagley and Foothills harmless of and from any and all claims he has sought in the Action.

6. Additional Documentation. The parties hereto agree to execute any and all documents, instruments and/or papers as may be necessary to satisfy the purposes of this Agreement.

7. Binding Agreement. This Agreement shall inure to the benefit of the parties hereto and any heirs and legal representatives or successors in interest of the parties hereto.

8. Controlling Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have caused their names or the names of their duly authorized officers to be signed hereunder the day and year first above written.


J. RODNEY DANSIE


GERALD H. BAGLEY

BAGLEY & COMPANY, a partnership,

BY 

JORDAN ACRES, a limited partnership,

BY 

Gerald H. Bagley, General Partner

THE FOOTHILLS WATER COMPANY, INC.,
a Utah corporation,

By 

Its President

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

On the 31 day of October, 1985, personally appeared before me J. RODNEY DANSIE, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Walter A. White
NOTARY PUBLIC
Residing at: *Salt Lake City*

My Commission Expires:

Oct 10, 1987

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

On the _____ day of October, 1985, personally appeared before me GERALD H. BAGLEY, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Walter A. White
NOTARY PUBLIC
Residing at: *Salt Lake City*

My Commission Expires:

10-10-87

01736

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

On the 3rd day of October, 1985, personally appeared before me Gerald Bagley a partner of BAGLEY & COMPANY, a partnership, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of and by authority of said partnership.

Glenn A. White
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:

10-10-87

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

On the 3rd day of October, 1985, personally appeared before me GERALD H. BAGLEY, General Partner of JORDAN ACRES, a limited partnership, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of and by authority of said partnership.

Glenn A. White
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:

10-10-87

01797

)

On the 31st day of October, 1985, personally appeared before me Gerald Bagley, who being by me duly sworn, did say that he is the President of THE FOOTHILLS WATER COMPANY, INC., a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors and said Gerald Bagley duly acknowledged to me that said corporation executed the same.

Wendell A. White
NOTARY PUBLIC
Residing at: Salt Lake City,

My Commission Expires:

10-10-87.

7548C

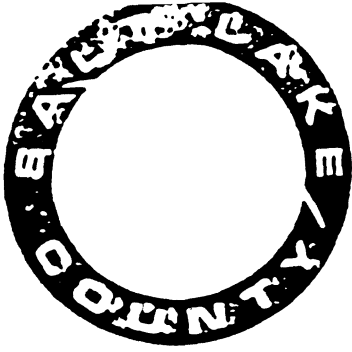
01738

EXHIBIT "A"

1. Accounts Receivable of \$ _____ as of the _____ day of October, 1985.
2. Water Tank parcel (Lot 67)
Beginning at the Northeast corner of Lot 67, Hi-Country Estates Subdivision, said point is also North 89°42'24" West along the section line 1028.38 feet and South 50°00'00" East 784.22 feet from the Northeast corner of Section 5, Township 4 South, Range 2 East, Salt Lake Base and Meridian; and running thence Southwesterly 67.73 feet along the arc of a curve to the right through a central angle of 4°47'28", the radius point of which is North 80°00'00" West 810.00 feet; thence North 50°00'00" West 231.38 feet; thence North 40°00'00" East 60.00 feet; thence South 50°00'00" East 200.00 feet to the point of beginning. Contains 12,973.56 square feet or 0.2978 acres.
3. Tank No. 2, associated pipelines, all easements, rights of way, and fixtures located on the NW 1/4 of the SW 1/4 of the SW 1/4 of S 5, T4S R2W SLB&M.
4. All easements, rights of way, pipelines, fixtures or other equipment or personal property located in the Hi-Country Estates Subdivisions, South Oquirrh Subdivision and Beagley Acres which is owned by Foothills and relates in any way to its water utility business.
5. Water Rights Application No. 33130 (59-1608)

7548C

01739



SALT LAKE COUNTY ASSESSOR

Room 309 City & County Building
Salt Lake City, Utah 84111

File 3616001

R. MILTON YORGASON
COUNTY ASSESSOR

ELEANOR LEE BRENNAN
CHIEF DEPUTY

November 19, 1985

Parcel #32-05-151-001-
0000

TO WHOM IT MAY CONCERN:

Mr. Rodney Dansie, Herriman, Utah, has requested that we help to clarify the High Country Estates Home Owners Association's responsibility for taxes on the water tanks located in the subdivision.

Sometime after 1974 when the subdivision was platted, a deed was set up establishing roads and bridal paths which were to be assessed to the High Country Estates Home Owners Association. At this time, the water tanks were also added to the Home Owners Association deed. It has since been determined that the water tanks should not have been part of the Home Owners Association deed but instead, should have been assessed in the name of Zion's Bank.


If we can be of any further assistance, please let us know.

Sincerely,


ELEANOR LEE BRENNAN
Chief Deputy

ELB:mh

On the 19th day of November, 1985, personally appeared before me Eleanor Lee Brennan, the signer of this instrument.


Notary Public

My Commission Expires October 13, 1987. Residing in Salt Lake County, UT.

01800

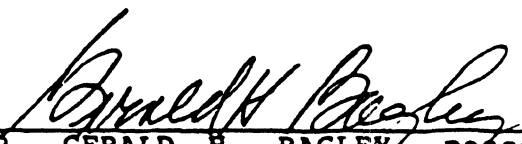


ASSIGNMENT




Dr. Gerald H. Bagley, as an individual, and Jordan Acres, a limited partnership, through its authorized agent, Dr. Gerald H. Bagley, hereby assign to Foothills Water Company all right, title and interest in any and all water rights, equipment, easements, rights of way or property they have or may have in or to or associated with the water system located generally in the Hi-Country Estates Subdivision, Phase I, which said water system is presently owned, operated and managed by the Foothills Water Company.

DATED this 17th day of January, 1986.


DR. GERALD H. BAGLEY, personally
and as the Authorized Representative
of Jordan Acres

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

Dr. Gerald H. Bagley personally appeared before me this 17th day of January, 1986 and acknowledged to me that he is an agent of Jordan Acres authorized to execute this document and duly signed the same individually and as agent for Jordan Acres.


NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:

10-7-87

01891

EVERETT E. DAHL
ATTORNEY AT LAW
760 EAST CENTER STREET
(SUITE 2)
MIDVALE, UTAH 84047

File 3616001

TELEPHONE
233 6634

COPY

January 20, 1986

ZIONS FIRST NATIONAL BANK
Trust Department
P.O. Box 30880
Salt Lake City, UT 84130-0880
Attention: J. R. Moss

Re: Hi-Country Phase I 3616001

Dear Mr. Moss:

As per your request, I have reviewed all the documents furnished by you, copies of certain documents obtained from Mr. Dansie and copies of documents in my own files concerning the water tank lot located on Lot 67 in Hi-Country Estates Phase I and described as follows:

Beginning at the Northeast corner of Lot 67, Hi-Country Estates Subdivision, said point is also North 89°42'24" West along the section line 1028.38 feet and South 50°00'00" East 784.22 feet from the Northeast corner of Section 5, Township 4 South, Range 2 East, Salt Lake Base and Meridian; and running thence Southwesterly 67.73 feet along the arc of a curve to the right through a central angle of 4°47'28", the radius point of which is North 80°00'00" West 810.00 feet; thence North 50°00'00" West 231.38 feet; thence North 40°00'00" East 60.00 feet; thence South 50°00'00" East 200.00 feet to the point of Beginning. Contains 12,973.56 square feet or 0.2978 acres.

In reviewing these documents it is my opinion that legal title to the above described water tank parcel is vested in the Hi-Country Estates Homeowners Association Phase I. This conclusion can be reached in two separate ways as follows:

1. On the plat furnished for recording at the Salt Lake County Recorder's Office and according to the original deeds, the Homeowners Association was deeded the roads and common area. Whether or not it is intended that the water tank parcel is a common area is open to much speculation and facts existing outside of my record search.

01802




J. R. Moss
January 20, 1986
Page Two

2. The legal title was vested in Zions First National Bank as Trustee pursuant to the deed to Zions First National Bank from Hi-Country Estates Second, a Utah Limited Partnership and Hi-Country Estates, Inc. The Corporation at the present time is a suspended corporation without legal power to make valid conveyances. Hi-Country Estates Second, a Limited Partnership, however, is still a legal entity capable of making conveyances. Hi-Country Estates Second by metes and bounds description has conveyed this water tank parcel to the Hi-Country Estates Homeowners Association Phase I. Zions First National Bank, as Trustee, apparently upon direction from the partnership has also conveyed legal title to the Hi-Country Estates Homeowners Association Phase I.

On the 28th day of November, 1973, Hi-Country Estates Second entered into a Uniform Real Estate Contract with Gerald H. Bagley and also by agreement entered into on the 22nd day of May, 1974, between the same parties and described by legal descriptions the real property effected by the agreement and the document excludes any part of Lot 67, subject of this opinion. Hi-Country Estates Second, the Limited Partnership, reserved unto itself all other real property not covered in this agreement. Thus, it appears to me that the legal title to the water tank parcel on Lot 67 is now vested in Hi-Country Estates Homeowners Association Phase I.

It is clear to me, however, that the entire water system, equipment and water rights were sold to Gerald H. Bagley by these agreements and Gerald H. Bagley and/or its assigns may have some sort of implied easement or extended license for the tank located on the water tank parcel. I reserve any opinion in this regard because any such implied easement or extended license would depend on facts not disclosed in any of the documents involving my search. I trust that this information and opinion is of benefit to the bank.

Very truly yours,



EVERETT E. DAHL
Attorney at Law

EED/rbe

01803

WHEN RECORDED, MAIL TO:
Foot Hills Water Co.
7198 West 1800th South
Hawman, Utah 84035

Space Above for Recorder's Use

4409318

WARRANTY DEED

JORDAN ACRES, A UTAH LIMITED PARTNERSHIP
of Salt Lake City, Utah, County of Salt Lake, State of Utah, hereby
CONVEY and WARRANT to FOOTHILLS WATER COMPANY, INC.

grantee
of Salt Lake City, Utah, County of Salt Lake, State of Utah
for the sum of Ten Dollars and no/100-----DOLLARS,
and other good and valuable consideration.

the following described tract of land in Salt Lake County,
State of Utah,
See attached Exhibit A.

650
KATIE L. DIXON
RECORDED
SALT LAKE COUNTY,
UTAH
FEB 27 4 28 PM '87
REC'D DEPT
Hawman, Utah
Foot Hills Water Co.

WITNESS the hand of said grantor, this 25th day of February A. D. 19 87

Signed in the presence of
Jordan Acres Limited Partnership
By Gerald H. Bagley, General Partner

STATE OF UTAH

County of Salt Lake



day of February
Gerald H. Bagley

A.D. 19 87

APPROVED FORM - UTAH RECORDED COMMISSION

EXHIBIT
RR

0189318

0189318

EXHIBIT "A"

Water Tank Parcel (Lot 51/104)

Beginning at the Northwest corner of Lot 104, Hi-Country Estates Subdivision, said point is also South 3373.38 feet and West 8388.51 feet from the Northeast corner of Section 8, Township 4 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 73°00'00" East 355.35 feet to a point on a curve to the right, the center of which is South 47°28'28" East 1359.00 feet; thence Northeasterly along the arc of said curve 57.51 feet through a central angle of 2°28'28"; thence North 73°00'00" West 397.85 feet; thence South 0°23'20" East 55.0 feet to the point of beginning. Contains 19,654.08 square feet or 0.4512 acres.

Water Tank Parcel (Lot 67)

Beginning at the Northeast corner of Lot 67, Hi-Country Estates Subdivision, said point is also North 88°42'24" West along the section line 1028.38 feet and South 80°00'00" East 784.23 feet from the Northeast corner of Section 8, Township 4 South, Range 2 East, Salt Lake Base and Meridian; and running thence Southwesterly 67.73 feet along the arc of a curve to the right through a central angle of 4°47'28", the radius point of which is North 80°00'00" West 810.00 feet; thence North 80°00'00" West 231.38 feet; thence North 40°00'00" East 80.00 feet; thence South 80°00'00" East 300.00 feet to the point of beginning. Contains 13,973.56 square feet or 0.3178 acres.

All easements, rights of way, pipelines, fixtures or other equipment or personal property located in the Hi-Country Estates Subdivisions, South Oquirrh Subdivision and Bagley Acres which relates in any way to the water utility business.

Water Rights Application No. 33130 (88-1808)

2024 5/28/23 mcr 787

WHEN RECORDED, MAIL TO:

First Nat. Bldg. Co.

7198 W. 13090 S.

Herriman, Utah

Space Above for Recorder's Use

4409317 WARRANTY DEED

GERALD H. BAGLEY

grantor

of Salt Lake City, County of Salt Lake, State of Utah, hereby

CONVEY and WARRANT to JORDAN ACRES, A UTAH LIMITED PARTNERSHIP

grantee

of Salt Lake City, County of Salt Lake, State of Utah

for the sum of Ten Dollars and no/100-----DOLLARS,
and other good and valuable consideration.

the following described tract of land in Salt Lake

State of Utah,

See attached Exhibit A.

County,

650
\$ 10.00
FEB 27 4 30 PM '87
SALT LAKE COUNTY, UTAH
Herriman, Utah

WITNESSE the hand of said grantor, this 25th day of February A.D. 1987

Signed in the presence of

Gerald H. Bagley

STATE OF UTAH,

County of Salt Lake

On the 25th day of February, 1987, before me, Gerald H. Bagley

, A.D. 1987



who, while personally known to me, acknowledged to me that he executed the

Gerald H. Bagley
Notary Public
Salt Lake County, Utah

APPROVED FORM - UTAH SECURITIES COMMISSION

Notary Public - Salt Lake County, Utah

BOOK 5883 PAGE 784

01895

EXHIBIT
SS

EXHIBIT "A"

Water Tank Parcel (Lot 51/104)

Beginning at the Northwest corner of Lot 104, Hi-Country Estates Subdivision, said point is also South 2373.28 feet and West 5288.51 feet from the Northeast corner of Section 5, Township 4 South, Range 3 West, Salt Lake Base and Meridian, and running thence South 72°00'00" East 255.28 feet to a point on a curve to the right, the center of which is South 47°28'29" East 1269.00 feet; thence Northeasterly along the arc of said curve 57.91 feet through a central angle of 3°28'29"; thence North 72°00'00" West 397.85 feet; thence South 0°33'50" East 55.0 feet to the point of beginning. Contains 19,654.08 square feet or 0.4512 acres.

Water Tank Parcel (Lot 67)

Beginning at the Northeast corner of Lot 67, Hi-Country Estates Subdivision, said point is also North 89°42'34" West along the section line 1028.38 feet and South 80°00'00" East 784.22 feet from the Northeast corner of Section 5, Township 4 South, Range 3 East, Salt Lake Base and Meridian; and running thence Southwesterly 67.73 feet along the arc of a curve to the right through a central angle of 4°47'28", the radius point of which is North 80°00'00" West 810.00 feet; thence North 80°00'00" West 231.38 feet; thence North 40°00'00" East 60.00 feet; thence South 50°00'00" East 200.00 feet to the point of beginning. Contains 12,973.88 square feet or 0.2978 acres.

All easements, rights of way, pipelines, fixtures or other equipment or personal property located in the Hi-Country Estates Subdivisions, South Ogden Subdivision and Beagley Acres which relates in any way to the water utility business.

Water Rights Application No. 33130 (89-1808)

2024 5283 REC 765

01806

Recorded at Request of Grantee: 67 Hi-Country Rd., Riverton, 84065
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref. _____
Mail tax notice to _____ Address _____

WARRANTY DEED

KENNETH P. THOMPSON and JANICE L. THOMPSON, his wife, as joint tenants grantor
of Portland, County of _____, State of ~~Utah~~ hereby
CONVEY and WARRANT to Maine

GARY A. BUHLER and CAROL S. BUHLER, husband and wife, as joint tenants

of Salt Lake City, State of Utah grantee
TEN AND NO/100----- for the sum of DOLLARS,
and other good and valuable considerations

the following described tract of land in Salt Lake County,
State of Utah:

Lot 67, HI-COUNTRY ESTATES, according to the official plat thereof, recorded
in Book KK of Plats at Page 56, records of Salt Lake County, Utah.

together with a right of way over and across the private roads located within
said subdivision.

Less and Excepting therefrom the following described property:

Beginning at the Northeast corner of Lot 67, Hi-Country Estates Subdivision, said
point is also North 89°42'24" West along the section line 1028.38 feet and South
50°00'00" East 784.22 feet from the Northeast corner of Section 5, Township 4
South, Range 2 East, Salt Lake Base and Meridian; and running thence Southwesterly
67.73 feet along the arc of a curve to the right through a central angle of 4°47'28",
the radius point of which is North 80°00'00" West 810.00 feet; thence North 50°00'00"
West 231.38 feet; thence North 40°00'00" East 60.00 feet; thence South 50°00'00"
East 200 feet to the point of beginning.

Subject to current general taxes, easements and restrictions.

SEE EXHIBIT "A", ATTACHED AND MADE A PART HEREOF

WITNESS, the hand of said grantor, this 15th day of
May, A. D. 1987

Signed in the Presence of
Shylla Anne Buhler

Kenneth P. Thompson
KENNETH P. THOMPSON

Janice L. Thompson
JANICE L. THOMPSON

STATE OF ~~UTAH~~ MAINE
County of *Cumberland* } ss.

On the 15th day of May, A. D. 1987
personally appeared before me KENNETH P. THOMPSON and JANICE L. THOMPSON, his wife,
as joint tenants
the signers of the within instrument, who duly acknowledged to me that they executed the
same.

Shylla Anne Buhler
Notary Public.

My commission expires June 7, 1991 Residing in *Biddeford, Maine York County*

BLANK 3161-Warranty Deed-C GEN PRINTING CO - SALT LAKE CITY



59:1 144b

01807

EXHIBIT "A"

Subject to a Trust Deed in favor of Western Mortgage Loan Corporation,
dated September 26, 1979, in the original principal amount of \$69,000.00.

Also subject to a Trust Deed in favor of CIT Financial Services, Inc.,
dated August 28, 1981, in the original principal amount of \$15,151.08,

which the grantees herein assume and agree to pay.

RSB
4462032
22 MAY 87 11:22 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
GUARDIAN TITLE
REC BY: REBECCA GRAY , DEPUTY

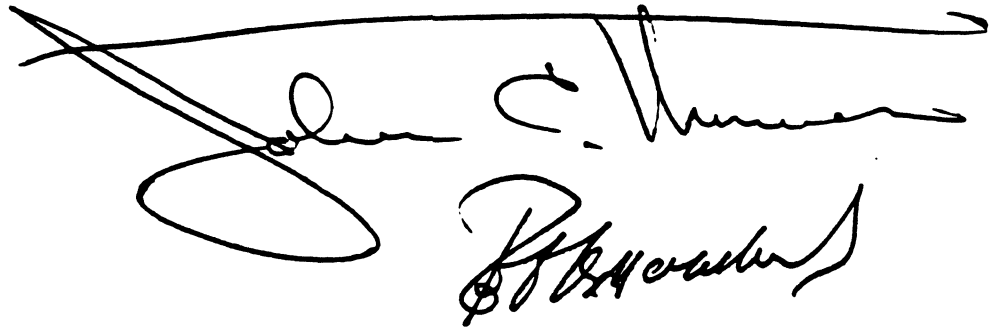
5921", 1449

C1808

MINUTES

DIRECTORS MEETING (HI-COUNTRY ESTATES H.O. ASSO.)
August 26, 1981

1. Meeting held this day 7:00 PM - John Thomas house, 33 Canyon Rd. Hi-Country Ests.
2. Present: Robert Millard, John Davies, John Thomas and Con Kostopulos, the Asso. Attorney.
3. Discussed: South Oquirrh Estates, agreements, assessments- particularly Hunter agreement.
4. ASSESSMENTS- liens
5. Water Co,.. We believe we should have meeting with Dansie, his attorneys and the water company to better understand what water co. is proposing.- Then notify asso. members.....Bob M. will set meeting.
6. Con: to do: Les Pendas "Litigation Pending" Notification to LDS church re: Orchard.
BERILLA: Give Con K. auth. to search - he to have opinion within 2 weeks.

Two handwritten signatures are present. The top signature is a long, flowing cursive script that appears to read 'John Thomas'. Below it is a shorter, more compact cursive signature that appears to read 'Robert Millard'.

01889



MINUTES OF DIRECTORS MEETING HELD JUNE 28, 1982 AT THE HOME OF ROBERT MILLARD.
IN ATTENDANCE: JOHN THOMAS, ROBERT MILLARD, CON KOSTOPOLUS, PAULA PARK: EXCUSED
JOHN DAVIES: MEETING STARTED AT 8:40 p.m. AFTER WAITING FOR CON KOSTOPOLUS.

MEETING WAS HELD TO BRING US UP TO DATE ON FILES OF CON KOSTOPOLUS: REFER TO ATTORNEYS NOTES:

1. COLLECTION - RON MACKAY - UNABLE TO SERVE MACKAY - ASKING FOR GARNISHMENT (WHAT DEPARTMENT OF MOUNTAIN BELL DOES HE WORK FOR)
2. NOTICE OF ^{1/2}LEIN PREPARED ON KELLY SUE PYPER (CRANK) - KOSTOPOLUS HOLDING THIS UNTIL FURTHER NOTICE.
3. UNABLE TO SERVE JUDGEMENT ^{1/2}LEIN ON CRUZ -- TOTAL OF \$429.22
\$115.00 and \$314.00 Checks made to Con Kostopolis (Garbage Money and (Assessment Money)
4. TONDRO - DEMAND LETTER SENT - ORDER TO SHOW ~~CAUSE~~ - ARRANGED THE FOLLOWING:
(LETTER INDICATED REFLECT. RECAP)

PRINCIPAL	\$228.96
FILING FEE	1.25
	25.35
	20.00
TOTAL	\$275.56
5. BLACK - STILL WORKING ON WASATCH BANK ~~OREM~~ ["]~~Out-of-State~~ Bank
6. KEITH GURR: DEMAND LETTER - CANNOT SERVE _ CANNOT LOCATE GARNISHMENT PREPARED
7. VINCENT - PROMISED \$285.00 - Paid to Con Kostopolus - Owed \$264.96
Balance given to Vincent READY TO CLOSE
8. LECATES - See Kostopolus notes - HEARING TO BE HELD 6-29-82
Approximate total \$400.00
9. MITCHELL Lot #7 So. Oquirrh - Did he pay?
- 10 RALPH WALLIS - PAID 1/2 AMOUNT LAST YEAR WAS GOING TO PAY BALANCE TO JOHN DAVIES - CHECK WITH JOHN DAVIES?
11. HOLD OFF UNTIL JULY 15th on BILL WILSON _ KEITH SPENCER
12. BEAGLEY : PREPARED SUMMONS AND COMPLAINTS FILED ON 6-29-82
13. NO FURTHER INFORMATION ON ZONING:
14. WATER DISTRIBUTION: ADVANTAGE TO BELONG TO PRIVATE WATER COMPANY _ TO CONTACT S.L.COUNTY WATER CONSERVANCY DISTRICT: WHAT PART DO THEY PLAY IN WATER SERVICE TO HI COUNTRY. OBJECTIVE TO SEND LETTER TO PROPERTY OWNERS. IF WE PAY BEFORE JULY 15, ARE WE SAYING WE AGREE TO BAGLEY & CO. WATER PROPOSALS?
MEETING TO BE HELD BETWEEN DIRECTORS OF HI COUNTRY AND WATER CONS. DISTRICT. CLYDE & CO. REPRESENT BAGLEY & CO., ALSO S.L. COUNTY WATER.

PAGE TWO _ MEETING OF DIRECTORS ON JUNE 28, 1982 - HOME OF ROBERT MILLARD.

15. ASSURANCE OF QUALITY OF WATER AND AVAILABILITY OF WATER FROM BAGLEY & CO.?
16. L.D.S. CHURCH - ORCHARD PROPERTY. CANNOT RESTRAIN FROM PICKING FRUIT. SUIT TO BE FILED.
17. FRANK TURNER: ASKING A VARIANCE TO BUILD A COVERED PATIO. (NOT A PARTY - IN THE LAW SUIT) ALTHOUGH RAISING RABBITS FOR SALE, ELECTRIC FENCE,, ETC. DIRECTORS CANNOT GRANT VARIANCES - THIS REQUIRES FORMAL CHANGE TO COVENANTS.
18. BARELA: OLD & FILED.
- 19: WON KOSTOPOLUS TO ASK FOR TRIAL DATE BEFORE MARCH TO INSURE TRUE VOTING OF DIRECTORS.

MEETING ADJOURNED AT 9:30 p.m.

Robert Millard
John C. Turner
J.C.

MINUTES

July 10, 1984 MEETING of HIGH COUNTRY HOMEOWNER'S ASSOCIATION BOARD OF DIRECTORS

Board of Directors Present: Reg Farnell
Norm Sims
Mike Anderson

Others Present: Lynda Colton, William Turner, Karl and Erlene
Smith, John Thomas

Reg Farnell brought the meeting to order.

Norman Sims read minutes of last meeting. Approved without change.

Bill Turner reported on the roads. Work cannot be done until we know what money we have. To date \$4,800.00 has been billed and \$1,000.00 paid. The original estimated was for \$9,000.00. Berms will not be done until contractor receives another payment on his billing. There is still \$3,800.00 owing.

Finances were discussed. It was mentioned that only \$6,000.00 was budgeted for this years road maintenance. Mike mentioned that bills should be paid. He read off the ones that are presently owing. It was moved that the bills be paid in full before the next meeting. Bills will be discussed at Board meetings and paid within the following month. Several accounting ledgers have been purchased and Mike is keeping an accurate record of all financial aspects of the Homeowner's Association with the exception of the garbage account.

Mike requested that the savings passbook be presented to him so that he can keep accurate records.

The garbage account is badly in need of money. More and more people are not paying their garbage assessment. Several different methods of finding out who is actually using the facilities were mentioned. Those accounts that are behind will be notified that small claims court action will be taken against them if the accounts are not brought current. Reg and Norm are to research all records possible relative to the garbage collection and participation therein.

Reg asked permission to borrow from the General Account in order to pay for the garbage collection for the next month. Permission was granted.

Beegley situation was discussed. They are still using High Country roads and are not paying for it. Research will be done to see what assessment can be made to them.

July 10, 1984 Board meeting minutes continued

Another letter will be sent at the end of the month for all outstanding assessments stating that small claims court action will be taken if the assessments are not brought current. The services of Con Costopolos will be sought to see just how all this should be done.

It was mentioned that when the gate number is changed all local and county authorities should be notified. Gas company, power company, fire department and sheriff's department should all be notified.

The water situation was discussed. Reg stated that the Salt Lake Water Conservancy District stated that they need to put in 4 wells and do not have the money to do it at present. Foothills water needs to be obtained.

A question was raised about the architectural control committee. Has another member been elected?

John Thomas raised the question about vandalism of the area. Send a letter to all landowners advising them of the problem and seeking their help in curbing the vandalism. This letter is to accompany a letter from "Pete" Hayward of the law enforcement agency. Norm will talk to Mr. Hayward about this problem.

The above letter should also mention the problem of large rocks being moved away from the road side so the weed cutter can more easily move through the area and not be broken by the rocks.

Meeting was adjourned.

HIGH COUNTRY ESTATES HOMEOWNER'S ASSOCIATION
13300 SOUTH 7370 WEST
RIVERTON, UTAH 84065

Resume of SPECIAL MEETING 17 Oct. 1984 at the Herriman Lion's Club Building,
Herriman, Utah.

Present: Reg Farnell, President
Norman Sims, Vice President
Gene Davenport, SL County Health Dept.
Ron Ivie, SL County Health Dept.
Rod Dansie
Mike Aldrich, Bagley Corporation

Hi Country Lot Owners: Don Colver, Nancy Lane, Bill Lane, Terry Barney,
Lynda Colton, Chick and Pat Everill, Richard and Shirlene James, Elwood
Dutson, Donna Coon, John and laRhue Davies, Lois Sims, Kelly White, Fred
Kwiatkowski, William Park, John Thomas, JoAnn Abplanalp. George Deneris,
Joe and Elvira Totorica, Bill and Arlene Turner.

1. Reg Farnell called the meeting to order and stated that the purpose of the meeting was to discuss the future of the Hi Country water system.
2. The system is operated by the Bagley Corporation through the Hi Country Water Company. Water for the system is obtained from a well owned by the Dansie family and leased by them to the water company. Rod Dansie does most of the maintenance and ensures the proper functioning of the system. Recently, the pumps were not started as they would normally have been and water would have been denied residents as soon as water in the tanks was exhausted. It was brought to our attention that the Bagley Corporation appeared to be having financial problems, the extent of which is not known and rumors abound. As a result, the Dansies who operate the system were not being paid for maintenance and servicing of the system and took the action to ensure payment for past work. Fortunately, due to some fast work on the part of the directors, the SL County Health Department intervened and water was restored. It is timely then to explore some of the options available in the event that the water company is unable to provide a steady supply of water.
3. Norm Sims, who has a professional background in this area, was asked to take over the detailed discussion of the situation.
4. The following is a resume of the various points made and discussed by Norm:
 - a. The System:
 - 1) Operated by Hi Country Water Company by the Bagley Corporation.
 - 2) The source of the water is a well owned by the Dansie Family.
 - 3) The system consists of:

- a) Lines to High Country, two tanks (one of 300,000 gal capacity and one higher tank of 40,000 gal. capacity).
- b) Water lines to lots in Hi Country, *including Bagley's - south side*
- c) Lines to the Dansie property.
- d) Pumps and controls necessary to fill the tanks and distribute the water.
- e) It has a capability of providing much more water than needed for Hi Country. *(75HP pump at Dansie's well + a 20HP pump at the upper tank + pump to the upper tank.)*
- f) It was envisioned that at some time, it would be linked to and help to serve Bagley and Co. development of Foothills and other properties.

b. Annual cost of operating the system at this time:

1) The lease between the water company and Dansie's calls for:

- a) Yearly payment
- b) Dansie's allowed to use a "reasonable" amount of water to five properties.
- c) Dansie's are allowed 50 free hookups, but not free water ~~and~~ in lieu of payment and cannot be construed as free use of water.

NOT DEFINED - In master Dansie's lease all they were including irrigation

\$7,200.00

2) Power costs

- a) Pump from well to main tank 12,000.00
- b) Booster pump from main to upper tank 3,600.00

- 3) Maintenance and operating costs including chemicals, repairs, etc. 12,000.00

- 4) Taxes 2,200.00 *(485 x 34)*

TOTAL COSTS (ANNUAL) \$37,000.00

c. Approximate yearly income from the system (using 60 hook-ups)

- 1) Payments by users @ \$100.00 (if everyone pays) \$6,000.00
- 2) Hook ups (say 3 per year @ \$750.00) 2,250.00
\$8,250.00
- 3) Payments by users @ \$400.00 \$24,000.00
- 4) Hookups (say 3 per year @ \$750.00) 2,250.00
\$26,250.00

It was noted that some lot owners are not paying fees.

5. It is quite obvious from these figures that, under current conditions, the water

company is not making any money whether the payments are \$100.00 or \$400.00 per year. To break even, they would have to charged about \$600.00 per resident of Hi Country. In 1982, Hi Country Water Company proposed a rate increase to \$400.00 with a minimum of 320,000 gals. per resident and \$1.25 per 1,000 gal. over that amount. This was opposed by the Directors at that time who suggested the rate changed be submitted to the Public Service Commission as required by law. Other solutions were also considered by the Directors. Among them:

- a. Forming a mutual stock company in which lot owners would have one or more shares per lot. This type of company is not under the PSC for rate setting. Bagley and Company prepared all the necessary papers for such a company but it was not activated. The lot owners weren't given an opportunity to vote on this proposal.
 - b. Turning the whole system over to the Water Conservancy District. Discussion ensued between Bagley and the District and we are told that no final solution was agreed upon.
6. All these proposals and discussions continued over several years and perhaps are still being discussed.
7. It was pointed out that it was envisioned that the Hi Country Water Company would service many more people than Hi Country Estates itself. Officials have informed us that other Bagley developments were to become a part of the overall system consisting of additional wells to service from 600 to 2000 more customers. For Hi Country Estates, when totally developed to a maximum of 120 residents, to be required to bear the whole cost of the water company was to our knowledge never considered. It is unfortunate that other developments have been slow in forming but this is not the responsibility of the 60 residents of Hi Country Estates. To ask them now to bear the complete cost of the partially developed system is not a feasible solution.
8. Mr. Sims then reviewed the discussions the present directors have had with the Water Conservancy District.
- a. Hook up fees are \$1,490.00.
 - b. Monthly fees - \$4.00 per month for first 8,000 gal.
\$0.50 per month per 1000 gal. over 8,000 gal.
 - c. Users required to sign a contract.
 - d. Meters would be read every two months.
 - e. Above costs could increase and a minor surcharge might be considered due remoteness of Hi Country.
9. the District operates with a board made up from members of the various cities, etc., in the District who are appointed by the Governor. The Board must approve any takeover of the Hi Country Water System. They have established criteria for such takeover. The staff will review the present situation and make a presentation to the Board. With the past work that has been done, the believe they will be in a position to make a presentation to the Board in the near future. They did point out that a take over can take some time depending on many factors including immediate availability of water and/or developing wells,

on a survey of
costs for 320,000 gal
month cost was
\$4.14 per month or
per year. So
it would cost
about 20 per month
monthhouse
to 1986

etc. They agreed to meet with the Hi Country Directors again the week of October 29.

Your Directors also met with Lee Wanless who is one of the Directors of the Conservancy District and his area of responsibility includes Hi country Estates. He agreed to support our position.

10. George Deneris moved and Bill Turner seconded that the Directors be instructed to push as hard as possible for the take over by the Conservancy District. It was voted unanimously that the motion be accepted.
11. George Deneris asked that the record show that Mike Aldrich, the Bagley representative, and Rod Dansie were both in agreement to have the Water District take over.
12. Norm Sims recommended that a trust fund be set up into which all water bills be paid until the future is settled to ensure the money goes for maintenance of the system. This was agreed. The Directors will advise when this Hi Country Water Trust Account is established. *(not implemented on advice of council)*
13. Some discussion ensued about payment for Dansie and it was pointed out that this was a matter strictly between Bagley and Dansie and Hi Country Homeowners were not party to the problem. However, Norm Sims pointed out that all homeowners on the system must pay their bills. This brought up the problem that the rates had been increased from \$100 to \$400 without approval of the PSC. Reg Farnell stated that in his opinion the water company needed approval of the commission to raise rates. They have neglected to do so for over three years and should not now expect the users to pay for their poor management and said he believes we need only pay \$100 per year until action is taken before the PSC. We never had an opportunity to put forward our views to the Commission and have no idea what rates the commission may have set if a hearing had been held. If a rate is set retroactively by the PSC, those paying only \$100 may have to pay the difference of the increases.
14. The matter of turning off water was raised. Mr. Ivie from County Health Department read out the pertinent county regulations on housing (#3) which states that a utility company can turn off water for non-payment; however, it is on an individual basis and not the entire system. Mr. Ivie asked Rod Dansie to contact him if another water crises arises before turning off the water.
15. Norm Sims pointed out that all water users should pay their bills.

OTHER MATTERS

16. Mr. Davenport of the Public Health Dept. said he had received a complaint from a resident about our garbage removal, in that the vehicle did not meet regulations. The vehicle should be brought into compliance and it will be evaluated for such use in the near future.
17. All garbage must be bagged. Anything that is bagged can be taken. NO LOOSE GARBAGE!

HIGH COUNTRY ESTATES HOMEOWNER'S ASSOCIATION
13300 SOUTH 7370 WEST
RIVERTON, UTAH 84065

MINUTES of BOARD OF DIRECTORS meeting held December 4, 1984 at the Herriman Lions Club, Herriman, Utah.

Present: Reg Farnell, President
Norm Sims, Vice President
Mike Anderson, Secretary

Others: William Turner, JoAnn Abplanalp, Lynda Colton, Paul Stroh, Rod Dansie
Scouts: Darrin Gillette, Jeff Colton, Tracy Lofthouse, Eric Lofthouse,
Eric Dansie, Cody Dean, Nathan Turner, Darren Nepper.

1. The meeting was called to order. The Directors welcomed the representation from the Boy Scouts who were attending a local town meeting as a requirement for their Communications merit badge.
2. Minutes of the last meeting were read and approved as read.
3. PAYMENT OF BILLS: There were several bills presented for payment which included a billing for having the berms along the road poisoned, secretarial services, garbage bill, constable bill, and the power bill. It was moved that the bills be paid and it carried.
4. GATE TO PHASE II: JoAnn Abplanalp was concerned that the gate between Phase I and Phase I was not available for passage by riders. During the discussion, the following points were made:
 - a. Several years ago, the gate was set up across the road on Phase I land at the junction of Phase I and Phase II.
 - b. The purpose was to stop Phase II vehicles from using our road as the main access to Phase II.
 - c. When Hamilton's (lot 19, Phase II) were granted access through Phase I, the gate was moved to the Phase II side of the boundry to allow Hamiltons access without having to go through the gate.
 - d. While the gate stopped vehicles going through, there was space at the sides which allowed horses and three wheelers to get by.
 - e. Hamiltons had nroblems with persons driving 4-wheel drive vehicles through their property and back onto the road and blocked exit from their property to Phase II.

- f. Phase II welded the gate so that it cannot be opened.
- g. We were told that the new owners of lot 19 welded a steel rail which restricts horses, etc. from going around the gate.
- h. While Phase I put up the gate, it is definitely on Phase II property.
- i. Concern was expressed whether some vehicles were now able to go through lot 19 and back on the road; thus, circumventing the gate.
- j. It was pointed out that while Hamiltons had a written agreement with Phase I to use our road, that this agreement was not transferrable.

Reg Farnell is to check out the situation

- 5. SNOW REMOVAL: Paul Stroh was present with a proposal for future snow removal. He ~~would like to~~ see the roads cleaned in a more efficient manner. He submitted a verbal suggestion allowing him to remove the snow prior to 6 a.m. in the morning and after 6 p.m. in the evenings. He would like to have a one month trial comparison, particularly on the upper roads. The Directors were concerned about the possibility of losing the services of Tony Mascaro if they allow Paul to implement his proposal. Paul would charge on the same hourly basis as does Mr. Mascaro. It was pointed out that Paul's proposal had several drawbacks. Generally speaking, the snow removal was based on the minimum of having the roads plowed to allow people to get out to work in the morning and back to their homes after work. Daytime plowing is usually only done on an "as required" basis. Paul's proposal would be for plowing in the morning and evenings only during the week and during the day, if necessary, on weekends and holidays.

There was some discussion on the way the plowing was and is being controlled.

There was some opposition from the floor and some support also. Norm stated that if someone in High Country was capable of doing the job and had the proper equipment to do so, they should be given the opportunity. Paul has a truck equipped for such purposes and can also carry several yards of sand and salt on his truck.

No decision was made on changing the present snow removal arrangements pending further investigation

- 6. ASSESSMENTS: The necessity for changing the collection of assessments to coincide with the calendar year was questioned. The contemplated change was based on the advice given by both the IRS and the State Tax Auditors to have the tax year and the financial year the same. The individual who was contacted to prepare our corporate tax return did not consider a change to be necessary. It was decided to have the first tax return prepared on the present system to see if, in fact, a need was necessary. It is possible that no tax will be payable and, if such is the case, the change would be unnecessary.
- 7. AMENDMENTS TO BY-LAWS AND ARTICLES OF INCORPORATION: Over the past few years, the previous Directors worked with the association lawyer on proposed changes in the Articles of Incorporation and the By-Laws to bring them into conformity one with the other and also with the Covenants. An effort will be made to have them ready for the Feb. 1985 annual meeting.
- 8. GARBAGE ASSESSMENT: From time to time letters are received from persons stating they

will no longer be using the garbage system and requesting permission to be removed from the rolls.

Some years ago, Salt Lake County collected our garbage from a box outside the gate. All persons living in High Country were required to pay for the service. There were no exceptions. When High Country took over the responsibility of garbage collection from the County, they did so with the approval of a majority at an annual meeting. There was no provision made for anyone living in High Country to opt out of paying the garbage assessment. It is the position of the Directors that all persons living in High Country are subject to the assessment. This is in lieu of the County Tax that everyone would otherwise have to pay and in the same amount.

9. GATE NUMBER CHANGES: It was suggested that the gate number be announced on a separate piece of paper so that it is readily apparent upon opening of mail.
10. WATER SYSTEM: Rod Dansie was present to ask what the present status was on our dealings with the Water Conservancy District. He also stated that quarterly billings would be forthcoming, stating that if the \$400 amount payment is not made, water service would be terminated. Norm mentioned that the Board of Directors had been working very closely with the Water Conservancy District to see that this matter is cleared asap. Mr. Dansie was told that the Directors did not accept the water company raising the cost of water without authority of the Public Service Commission. They agreed that water could probably be terminated if persons had not paid the \$100 per year previously set, but not if the \$100 had been paid. It was decided to bring the matter again to the attention of the PSC.
11. ROAD REPAIRS: Bill Turner reported that, as agreed at the previous meeting, he had contacted Geneva Rock Co. who had done the original paving in High Country, and pointed out to them areas where the depth of the black top was considerably less than contracted for. Geneva Rock will return in the spring to properly complete the road repairs on the section of road in the Shaggy Mountain area.
12. UPPER WATER TANK PROBLEMS: Rod Dansie mentioned that following some construction by Leonard Costanza this past summer, power to the upper water tank was interrupted. The tank is operated manually at present. Rod suggested that perhaps Leonard return to the sites of construction to check to see if the problem may have been of his causing. It was pointed out that Leonard had made the necessary repairs. The Board of Directors are willing to work with all parties concerned to obtain a solution to this problem. However, this does not appear to be a problem that is the responsibility of High Country Homeowners Association.
13. DIVISION OF LOTS: ~~Jess~~ Dansie recently purchased the orchard in High Country and would like to subdivide his land. The Protective Covenants state that this can be done one time, ~~and the Board of Directors are not in opposition.~~ Opinions were heard from those in attendance with some agreeing and some disagreeing. It should be noted that permission to such divide must first be obtained from the Architectural Control Committee.
14. There being no further business, the meeting was adjourned.

HIGH COUNTRY ESTATES HOMEOWNER'S ASSOCIATION
13300 SOUTH 7370 WEST
RIVERTON, UTAH 84065

MINUTES of BOARD OF DIRECTORS meeting held January 3, 1985 at the Herriman Lions Club, Herriman, Utah.

Present: Reg Farnell, President
Norm Sims, Vice President
Mike Anderson, Secretary

Others: William Turner, JoAnn Abplanalp, Joe Totorica, LaRue Davies, Lynda Colton

1. The meeting was called to order and the minutes of the last meeting, 4 Dec. 1984, were taken as read and amended as follows:

Para. 13 - "Jess Dansie" should read "Dansie". The Board of Directors did not voice any opinion on dividing lots other than to note what the Covenants contained on this matter.
2. It was reported that some lot owners were not receiving their minutes. Mike and Lynda to review the lists in an effort to bring and keep them up-to-date.
3. As of 1 January 1985 the annual assessment will include the garbage assessment.
4. Routine bills were approved for payment leaving approximately \$3300.00 in the bank.
5. A suggestion was made to obtain the services of a collection agency and collect overdue accounts. It was decided to look into the feasibility of a collection agency and Norm agreed to check it out.
6. ANNUAL MEETING - February 27, 1985.
 - a. Mike Anderson is to be the Director (chairman) on the Nominating Committee and two others are to be selected. Nominations are to be ready to be sent out with the package being sent out before 31 January 1985.
 - b. Reg agreed to draft a letter to amend the Certificate of Association so that the length of terms of Directors will agree with the By-Laws.
 - c. A Director's meeting is to be held at Mike Anderson's to prepare the list of lot owners who are delinquent in assessment payments.
 - d. Another Director's meeting will be held to prepare the annual budget and set the agenda for the Annual Meeting. Reg to arrange.
 - e. The Annual Audits will be in-house. Mike to arrange the general account and Reg to arrange the garbage account.

Hi-Country Estates

% 17 Exchange Place • Salt Lake City, Utah 84111 • (801) 359-8651 • (801) 254-4558

CLOSING STATEMENT

Ranchette # _____ of Hi-Country Estates

Date _____

Salt Lake County, Utah

Buyer

Phone

Address

Zip Code

Occupation

Phone

Buyer's and Seller's Statements

Sales Price _____ \$ _____

Less: Earnest Money Deposit \$ _____

Additional Down Payment \$ _____

Real Estate Contract dated _____ - _____ - _____ in the
amount of \$ _____

Net Balance Due _____ \$ _____

Representative:

Buyer

Seller

HIGH COUNTRY ESTATES HOMEOWNER'S ASSOCIATION
13300 SOUTH 7370 WEST
RIVERTON, UTAH 84065

MINUTES of BOARD OF DIRECTORS meeting held February 5, 1985 at the Herriman Lions Club, Herriman, Utah.

Present: Reg Farnell, President
Norm Sims, Vice President
Mike Anderson, Secretary

Others: William Turner, Lynda Colton.

We had the pleasure of having a Boy Scout, Justin Dansie, present. He attended this meeting as a requirement for his Communications Badge. He led the meeting in a pledge of allegiance to the flag.

1. The meeting was called to order and the minutes of the last meeting, 3 Jan. 1985, were taken as read.
2. Financial Report by Mike Anderson
 - a. Present balance is \$6,610.24 in checking and \$1,200.00 in savings. It was moved that \$4,000.00 be transferred to the savings account in order to make more interest.
 - b. Mike presented a list of back assessments:

1. 1984 =	\$3,450.00
2. 1983 =	1,265.00
3. 1982 =	690.00
4. 1981 =	220.00
5. 1980 =	<u>220.00</u>
TOTAL \$5,845.00	
 - c. Bills to be paid were presented for payment. It was moved that they be paid. The motion carried and it was so done.
4. ANNUAL MEETING - The budget for 1985 was prepared. Actual expenditures for the year 1984 were compared with monies budgeted in 1984. The budget for the 1985 year was prepared.
5. WATER QUALITY
 - a. The County Health Department was asked to test our water and did so on the 15th and 17th and found that the water in High Country meets the required standards.
6. WATER SITUATION:

The water situation was reviewed. In the past, all communications between the State and County water authorities were addressed to Hi Country Water Company and went to

10. It was noted that Lot 19, Phase II and Mr. Thomas, lot 20, Phase II, while allowed to use our roads and are required to pay the annual assessment are not members of the association and do not have a vote.
11. It was agreed to hire a stenographer to take the minutes of the Annual Meeting.
12. Meeting was adjourned.

The following is a typewritten reproduction of a letter received from J. Rodney Dansie relative to the water system in High Country:

1-28-85

Hi-Country Estates Homeowners Assoc.

Gentlemen: re: Hi-Country Water Co.

This letter is to again inform you and all of your members that Hi-Country Water Co. is owned and operated by Dr. Garld H. Bagly and Bagly & Co.

Any work, communications or other actions by Rod Dansie are performed at the request of and with full concurrence of Dr. Bagly & Bagly & Co. I would appreciate any remarks written or spoken be made in such a way so as to reflect that Bagly & Co. own that company and any promises, or committments made by Mr. Bagly or the water company must be fulfilled by Mr. Bagly or the water company, not by Rod Dansie. Any questions regarding the water company or its obligations should be made directly to Mr. Bagly at Bagly & Co. at 943-7676.

Would you please inform your members of this information.

Thanks,

J. Rodney Dansie

original was handwritten and signed by Mr. Dansie

01824

TURN

**AGENDA for ANNUAL MEETING
H1-COUNTRY ESTATES HOMEOWNERS ASSOCIATION
Herriman Lions Club
February 28, 1985**

- | | |
|--|---|
| I INTRODUCTION | Reg Farnell, President |
| II MINUTES of 1984 ANNUAL MEETING | Mike Anderson, Secretary |
| III FINANCIAL REPORT:
PROPOSED BUDGET: | Mike Anderson |
| IV SANITATION ACCOUNT | Reg Farnell |
| V REPORTS:
WATER
ROADS
SNOW REMOVAL | Norm Sims, Vice President
William Turner
Mike Anderson |
| VI ELECTION OF DIRECTORS | Reg Farnell |
| VII OLD BUSINESS | |
| VIII NEW BUSINESS | |
| IX ADJOURNMENT | |

01825

FINANCIAL REPORT - 1984

CHECK BOOK BALANCE, DECEMBER 31, 1984 \$ 4,275.07

DEPOSITS

TRANSFER FROM SAVINGS	\$ 5,000.00
ASSESSMENTS DEPOSITED	15,604.50
CHECKING ACCOUNT INTEREST	<u>101.62</u>
TOTAL	\$ 22,981.19

WITHDRAWALS	
(for details see budget details)	\$20,666.75
BALANCE - DECEMBER 31, 1984	2,314.44

SAVINGS ACCOUNT

BALANCE 1982	\$ 6,040.53
WITHDRAWALS	5,000.00
INTEREST	<u>114.48</u>
BALANCE - DECEMBER 31, 1984	TOTAL \$ 1,155.01

HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION

1984 PROPOSED BUDGET

1984 EXPENDITURES

1985 PROPOSED BUDGET

ITEM	1984 PROPOSED BUDGET	1984 EXPENDITURES	1985 PROPOSED BUDGET
TAH POWER & LIGHT	\$ 500.00	\$ 372.99	\$ 550.00
ODERATOR FEE	100.00	100.00	-0-
TTORNEY & LEGAL FEES	4000.00	3686.72	3500.00
RINTING & OFFICE SUPPLIES	150.00	206.61	150.00
PROPERTY TAXES	1500.00	40.60	40.00
LOAD INSURANCE	200.00	169.00	200.00
ECRETARIAL SERVICES	800.00	741.12	850.00
POSTAGE	200.00	247.61	500.00
LIONS CLUB RENTAL	40.00	-0-	DONATION 50.00
TYPEWRITER REPAIR	50.00	-0-	50.00
ANNUAL MEETING REFRESHMENTS	20.00	8.40	20.00
DIRECTORS LIABILITY INS.	-0-	746.00	750.00
SANITATION ACCOUNT TRANSFER	-0-	712.50	-0-
SIGN INSTALLATION & REPAIR	50.00	-0-	175.00
MAIL & SHELTER IMPROVEMENTS	300.00	-0-	300.00
WEED CUTTING	150.00	160.00	150.00
SNOW REMOVAL	6000.00	5250.00	4000.00
ROAD MAINTENANCE	6000.00	6033.81	8000.00
GATE MAINTENANCE	500.00	2191.39	1000.00
GARBAGE REMOVAL	-0-	-0-	2600.00
SUPPLIES	50.00	-0-	-0-
TOTAL	\$20,610.00	\$20,666.75	\$22,885.00

1985 INCOME

1985 ASSESSMENTS, ACCESS FEES & GARBAGE COLLECTION FEES	\$17,112.00
1984 & PRIOR ASSESSMENTS & ACCESS FEES	<u>5,845.00</u>
TOTAL	\$22,957.00

Audited By: Arlene Turner
Arlene Turner

Elvira Totorica
Elvira Totorica

DATE February 26, 1985

Approved By: Reginald Farnell
Reginald Farnell

Norman Sims
Norman Sims

Michael B Anderson
Mike Anderson

HIGH COUNTRY HOMEOWNERS ASSOCIATION
13300 SOUTH 7370 WEST
RIVERTON, UTAH 84065

Garbage Removal Account

1 Jan. 1984 to 31 Dec. 1984

Balance as of 31 December 1983.....\$487.71
Deposits.....2059.00
Payments.....2017.73
Balance as of 31 December 1984.....528.98

Submitted by 
R. S. Farnell

Audited by: 
Elvira Totorica

26 February 1985

ANNUAL MEETING
HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION
February 28, 1985

The Annual Meeting of the Hi-Country Estates Homeowners Association was held February 28, 1985, at the Herriman Lions Club, in accordance with notice duly mailed to all members of the Association. Present were members of the Association including officers Reg Farnell, President; Norm Sims, Vice President; and Mike Anderson, Secretary-Treasurer. Kimberly Roylance served as recording secretary. The meeting was called to order at 8:06 p.m. by the President, Reg Farnell, who announced that a quorum was present in accordance with the Bylaws.

INTRODUCTION

Reg Farnell opened his remarks with a plea to all sides for cooperation and unity. He stated there is no question that the Covenants, Articles of Incorporation and Bylaws are the right documents needed to run the Association in a reasonable and orderly manner.

Mr. Farnell further commented on the uniqueness of the subdivision and noted that with some care the naturalness of this area will be preserved so that in years to come it will be a showcase beside other developments.

He closed his remarks by again stating the need for following the rules, and by stating his desire for give and take in working together.

1984 MINUTES

Bill Turner made a MOTION that the minutes of the 1984 Annual Meeting be accepted as published. The motion was seconded and carried unanimously.

FINANCIAL
REPORT AND
PROPOSED
BUDGET

Mike Anderson explained the 1984 Financial Report and 1985 Proposed Budget as distributed at the beginning of the meeting. He noted that the Savings Account Balance was as of the end of 1983 instead of 1982 as shown; and that the Transfer from Savings was \$5,000 instead of \$3,000 as shown, which changed the Total Deposits to \$24,981.19 instead of \$22,981.19 as shown. He noted that the 1984 Expenditures were essentially within \$50 of the 1984 Proposed Budget.

In response to questions, Mr. Anderson stated that the high Attorney & Legal Fees were anticipated because of water problems, and that the \$8,000 for road repair would be explained in Mr. Turner's presentation.

Carl Smith made a MOTION to approve the 1984 Financial Report with the changes as discussed. The motion was seconded and carried unanimously.

SANITATION
ACCOUNT

Reg Farnell noted that there is no longer a special assessment for garbage; it is now included in the main assessment.

The Sanitation Department has expressed concern about the vehicle being used for pickup, but it is likely that minor modifications can be made to satisfy them. Mr. Farnell related difficulty in obtaining quotes for service on the same basis as it is now provided.

WATER

Norm Sims related background information on the contract between Dansie and Bagley for operation of the water system. He noted that problems reached crisis proportions several months ago when the pumps were not turned on.

Bill Turner and Reg Farnell have spent many hours researching the history of the system and have found records showing Hi-Country Estates as owners of the system; however, the attorney who drew up the Quit Claim Deeds transferring ownership of the roads and common areas to Hi-Country Estates, subject to the utilities under the roads, states that those utilities include the water system.

If Hi-Country is proved to be the owner of the system, a way will still need to be found to put the water rights into effect. Because the Water Conservancy District annexed the entire geographical area into their taxing district 10 years ago, Mr. Sims believes they have a responsibility and liability relative to the water supply. However, the Conservancy District cannot take over the system at this time without satisfying the lien by Dansie against the system. If title can be clearly shown to lie with Hi-Country Estates, and Bagley can be made responsible for his obligations to Dansie, then the District may be forced to move in.

Norm Sims and Hi-Country's attorney have met with Bagley's representative and attorney and Bagley has made several promises: (1) To prepare an accounting of amounts paid for water by lot and mail it to the respective owners, (2) To not shut off the water while the matter is being negotiated, and (3) To have their engineer, Mike Aldridge, work up a cost sheet of actual operating costs for the system.

Bagley has been threatened with legal action if water is shut off when the \$100 fee has been paid because the \$400 rate has not been established through the PSC. If nothing has been paid, Bagley may have the right to shut off the water.

Mr. Sims also noted that the taxes on the water tank and system have been raised from \$15 a year to \$1,000 a year. It is considered that this amount is excessive, but it will be necessary to pay the taxes and then appeal them.

ROADS

Bill Turner proposed that, in continuation of the annual road maintenance program, sealing and chipping be done on areas where the surface is beginning to go. He stated that the cost would be about 15 cents per square foot and that if the seal and chip is not done, it won't be many years before there is no road surface left.

If the sealing and chipping is done now, it should extend the life of the roads another 15 years. Since the cost of doing all the roads would be about \$100,000, it will need to be done over an 8-10 year period.

Mr. Turner also noted that Geneva has agreed to re-surface areas which were improperly done by them.

Mr. Prescott raised the possibility of a special assessment to cover sealing and chipping the entire road system now to avoid the higher cost of re-surfacing in the future. This matter should be studied and a long term plan made in early summer.

SNOW

Mike Anderson reported that snow removal has not been much of a problem this year because of the relatively mild weather. He expressed a hope that the weather will continue so that the funds can be allocated elsewhere.

ELECTION OF
DIRECTORS

On behalf of the Nominating Committee, Joe Totorica recommended that the present officers be elected to another term.

There being no further nominations, the election proceeded by secret written ballot.

Results of the election showed 44 ballots being cast with 43 in favor of the same officers and one stating "Go For It."

PAST DUE
ASSESSMENTS

Norm Sims noted that every effort is being made to collect past due assessments. The Association has taken some owners to court and won, and has had liens put on property and will garnish wages if necessary to collect.

Mr. Sims reported that although the assessment is now due in January instead of June, some allowance is being made for the change in date. The Association was advised to collect the assessments on a calendar year for tax reasons.

1985 Annual Meeting
Hi-Country Estates
Page 4

RECREATION Norm Sims stated that the Park District is discussing the LAND acquisition of property in Yellow Fork up above Hi-Country for use as open space recreational land.

John Thomas noted that there is also a proposal for a ski resort in Butterfield Canyon, and that both proposals could make a tremendous impact on land values.

GRASSHOPPERS Question arose as to the possibility of grasshopper control. Norm Sims emphasized the need for a large scale solution, and will discuss the matter with the County Commissioners.

ZONING Norm Sims informed Association members that no decision has yet been made on Dansie's application to change the orchard property zoning to 2-1/2 acres.

Reg Farnell stated that the Architectural Committee's files indicated that the County had told the previous directors that the zoning would stay at 5 acres. The Committee has contacted the County stating that they do not approve of subdividing below 10 acres so as to preserve the 5 acres.

TERMS OF OFFICE Norm Sims said that letters have been sent to all property owners asking to bring the Bylaws and Articles of Incorporation into agreement as to electing one new officer each year instead of the entire slate. So far the response has been 54 to 3 in favor of the proposal. Mr. Sims noted that any change would not be effective until the next election.

John Thomas made a MOTION to extend the time for response until the necessary votes are received. The motion was seconded and carried unanimously.

ASSESSMENT Bill Turner made a MOTION to raise the assessment by 5 percent as provided for in the Bylaws. The motion was seconded and carried unanimously.

Norm Sims noted that the change will be effective January 1986 because the 1985 notices have already been sent out.

MITES Reg Farnell investigated the problem with mites, and was told that the best solution to the problem was to spray the trees with water in the spring as soon as the sap starts to rise. The young mites are susceptible to the spray.

MAIL SHED Bill Turner stated that permission has been received to put a door on the mail shed. Once the postmaster's requirements are met, keys will be issued to the owners, as well as a key to the mailman and one for the paper delivery.

01232

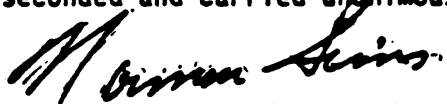
COMMUNITY
a COUNCIL

Norm Sims explained the concept of a Community Council as link between the area and the County staff. Under a new ordinance, a community council has official status before the County Commission. This is especially beneficial in planning and zoning matters, where a council is informed of applications affecting its area and may request an extension of time to consider the applications.

Mr. Sims explained that a Community Council could be formed for either Hi-Country Estates or could include the entire unincorporated area.

John Thomas, Carl Smith and Lynda Colton will form an ad hoc committee to work with Mr. Sims in organizing a community council.

Carl Smith made a MOTION to adjourn the meeting at 10:10 p.m. The motion was seconded and carried unanimously.



President



Vice President



Secretary/Treasurer

FINANCIAL REPORT - 1984

CHECKBOOK BALANCE, DECEMBER 31, 1984

\$4,275.07

DEPOSITS

TRANSFER FROM SAVINGS \$5,000.00

ASSESSMENTS DEPOSITED 15,604.50

CHECKING ACCOUNT INTEREST 101.62

TOTAL \$24,981.19

WITHDRAWALS

(for details see budget details) \$20,666.75

BALANCE - DECEMBER 31, 1984 2,314.44

SAVINGS ACCOUNT

BALANCE 1983 \$6,040.53

WITHDRAWALS 5,000.00

INTEREST 114.48

BALANCE - DECEMBER 31, 1984 \$1,115.01

2462

HIGH COUNTRY ESTATES HOMEOWNER'S ASSOCIATION
13300 SOUTH 7370 WEST
RIVERTON, UTAH 84065

MINUTES of BOARD OF DIRECTORS meeting held March 5, 1985 at the Herriman Lions Club, Herriman, Utah.

Present: Reg Farnell, President
Norm Sims, Vice President
Mike Anderson, Secretary

Others: William Turner, Wanda Nichols, Karl Smith, Lynda Colton

1. The meeting was called to order and the minutes of the last meeting, 5 February 1985 were taken as read.
2. Items discussed were as follows:
 - a. Water - Norm Sims reported that he had a call from John Thomas stating that he a potential buyer for the Nicklo property. The buyers are presently renting property in High Country. Mr. Thomas was told by Rod Dansie that all past obligations on the water for the Nicklo property must be brought current and an agreement signed agreeing to pay the minimum amount of \$400.00 per year water usage fee. The Board of Directors is of the opinion that both requirements are illegal in that the buyer is not responsible for the previous owner's services and that the \$400.00 fee has never been legally established.

Norm has spoken with the Association attorney and wanted approval for the following to be done:

- 1) To get a restraining order against Bagley and Dansie from shutting off the water to anyone until problem is resolved.
- 2) Require Dansie to turn over all meters and other equipment that belongs to the water system to the Directors of the Association.
- 3) That we be allowed to put in meters and turn on service without interference from Bagley or Dansie.
- 4) Get a court ruling relative to the ownership of the water system.
- 5) Require that water be supplied to High Country until all the problems are taken care of and that water be provided at a "reasonable" rate.

High Country Homeowners Association owns the water and a pump but will need time to sort out the situation and find a solution to the water problems.

It was agreed by unanimous vote of the directors to have the above done.

HI COUNTRY ESTATES
Directors Meeting, May 2, 1985
7:30 p.m., Herriman Lions Club

Minutes of April 4th meeting were corrected, reducing the amount paid to Bill Turner for gate repairs to \$131.51. The minutes were approved as corrected.

A letter from our attorney to all residents of Hi Country Estates was read and made available for distribution. This letter concerns the payment of water bills.

Bills submitted:

- | | | |
|------------------------|----------|--|
| 1. Garbage | \$200.00 | |
| 2. Gate repairs | \$ 20.84 | |
| 3. Bush and Gudgeon | \$ 65.00 | Engineering information on lot descriptions of water tanks |
| 4. Copies of documents | \$2.35 | |

PAST DUE ASSESSMENTS - several small claim suits have been filed with additional filings to occur within the month of May. Every legal attempt is being taken to collect all past due assessments.

The water situation is unchanged. Bill Turner submitted documents received from Keith Spencer reflecting the sale of water system to Bagley. Bagley was required to bring system to the Conservancy District standards and attain its approval. This has not yet been done. This may negate the Bill of Sale.

The County is going to contract with private concerns to help control grasshoppers. It may be necessary to be annexed into a mosquito abatement district to gain this help from the County. Norm Sims will check with the County Commissioners to determine what will be happening. Each home owner should spray that area immediately around their house. Aerial spraying by the County will not be used because of the presence of homes throughout the County.

The next meeting will be the 1st Tuesday of June at 7:30 p.m. at the Lions Club.

Meeting adjourned at 8:45 p.m.

HI COUNTRY HOMEOWNERS ASSOCIATION
13300 SOUTH 7370 WEST
RIVERTON, UTAH 84065

MINUTES OF BOARD OF DIRECTORS meeting held August 6, 1985 at the Herriman Lions Club, Herriman, Utah

Present: Norm Sims, President
Reg Farnell, Vice President
Mike Anderson, Secretary

Others: There was a total of 62 present for this meeting.

The meeting was called to order by Norm Sims and 7:30 p.m.

We then went into the business of the water situation immediately.

Norm stated that there were several things that we wanted to accomplish at the recent PSC (Public Service Commission) meeting.

1. We wanted to get Bagley under the jurisdiction of the PSC. For the time being, this has been accomplished.

Hearing results were:

1. Judge recommended that Foothills Water Company (Bagley) be recognized as a public utility and must operate under the PSC.
2. They (Bagley) are subject to all the rules and regulations of the PSC.
3. Another hearing is scheduled for the 23rd of August for rate setting. Hearings are scheduled for the 28, 29, and 30 of August to discuss the worthiness of Foothills Water Company to operate as a utility.
 - a. Things that will be presented at that time:
 - 1) All records concerning ownership.
 - 2) All records to show unfitness of current operators.

The Directors have been meeting with our attorneys. The lawyers recommend that we get under the umbrella of the Water Conservancy District because:

1. Liability insurance is extremely difficult to obtain for small water companies.
2. Collection of unpaid bills is a problem.

01837

Turnover

HI COUNTRY ESTATES HOMEOWNERS ASSOCIATION
13300 SOUTH 7550 WEST
RIVERTON, UTAH 84065

GENERAL MEETING

JUNE 17, 1986

Present: Norm Sims, President
Tom Shirley, Vice President
Mike Anderson, Secretary

Others Present: John & Joan Thomas, LaVern Jarrad, Reg Farnell, Carl & Earlene Smith, Sherri Shirley, Frank & Needra Turner, John & LaRue Davies, Vaun & Boyd Prescott, Ken & Belva Norton, Don Mathews, Marilyn Barney, Don Sain, Barry Lehto, Evelyn Hughes, Joe & Elvira Totorica, Lois Sims, Linda Costanza, JoAnn Rasmussen, Lynda Colton, Kathy Graves, Camilla Dean, Elwood & Lorelee Dutson, Bert & Wanda Nichols, Edda Williams, Don & Jan Schroeder, Betty Millgate, Paul Timothy, Bill & Arlene Turner.

1. The meeting was brought to order at 7:40 p.m. by Norm Sims, president of the Board of Directors.

2. Assessments:

- a. There are still many assessments outstanding. On June 30, 1986 at 10:00 a.m. there is a hearing for summary judgment set wherein our attorney will appear before the judge, present the evidence and ask for a summary judgement in favor of the Homeowner's Association. The amount of outstanding assessments is in excess of \$12,000.00.

3. Water Situation:

- a. Date for summary judgment on ownership of the water system has been set for July 11, 1986 before Judge Dee. The Board of Director's feel that they have strong evidence giving the Homeowner's Association ownership of the water system.
- b. A history of the water system, pumps and transfer of titles was given.
- c. There has been some health difficulties possibly relating to the water in our area. If you have any questions relative to health problems connected with the water supply, please contact Pam Nelson of the County Health Department at 530-7576 prior to 8:30 a.m or after 4:00 p.m. was water testing.

4. General Questions:

01838

TURNER

12-16-86

HIGH COUNTRY HOMEOWNER'S ASSOCIATION
13300 SOUTH 7370 WEST
RIVERTON, UTAH 84065

WATER MEETING

Present: Norm Sims
Tom Shirley

Others:

Present: Paul Timothy, Terry and Marilyn Barney, John & Joan Thomas, Boyd & Vaun Prescott, Wylene Twombly, Wanda Nichols, JoAnn & Lyman Rasmussen, Bill Turner, Ron Mackay, Dale & Shawna Thomas, Bill & Donna Coon, John & LaRue Davies, Fred Kwiatkowski, Paul Stroh, Rod Dansie, Elwood Dutson, Kathy Graves, Karl & Earlene Smith, Camilla Dean, Lynda Colton, Robert Morris.

1. Norm Sims stated that he hoped everyone got the letter he sent out in a recent mailing. He also stated that we have the highest water rate in the State of Utah. The way to solve the problem is to obtain ownership of the water system.

A. An appeal has been made to the County Commissioners to form a county service area. He also stated:

- 1) There is no cost associated with a County Service Area unless we have to condemn and pay for the system.
- 2) Fair market values must be paid to the owners of the property.
- 3) We must understand that the courts can decide that we do not own the water system.
- 4) We have made arrangements with bonding companies that would be willing to bond the system so that tax effect would be relatively small. The bonding companies would make monies available.
- 5) County Service Area is restricted to operating the water company only. It does not provide the service of collecting taxes to pay for the water service.

B. Title thru 3rd District Court

- 1) We feel that we have a strong case for title. We should have a court date prior to March of 1987.
- 2) We are going for declaratory judgment. Robert Bently is now our attorney. He feels very strongly that we have a good case to gain title of the water system.

C. The County Service Area could be established by December 24, 1986. We will wait on condemnation proceedings.

2. The floor was opened to questions.

A. Karl Smith asked, "If we win the court decision, can it be appealed? The answer is yes.

01839

- B. Paul Timothy asked, "If we win, do we take over immediately". The answer was that we would asked for immediate possession if we go through condemnation..
- C. Paul Stroh stated that Mr. Larsen said we may have many problems with immediate possession.
- D. Paul Timothy asked if we would be recovering legal fees. The answer was that we would try.
- E. Fred Kwiatkowski asked if fair market value of the system was determined. Norm stated that it had not been determined. Fred also asked if an independent appraiser had been contacted. The answer was no.
- F. Paul Timothy asked if there was any chance of recovering some of the costs for the water. Bill Turner answered that we are trying to recover at least the \$700.00 retroactive fees paid. We are also trying to recover other fees.
- G. Karl Smith asked if it had been discussed what it would cost us to produce the water. Answer: The cost would be a fraction of the present cost. It has been determined that it could be supplied to us for between 50 cents and 70 cents per 1000 gallons.
- H. Boyd Prescott made a statement that he was against stopping the formation of a special service district.
- I. Rod Dansie asked a question about records from the Homeowner's Association. Norm stated that anyone who has paid their assessments and are current with their assessments has access to the records. Anyone who has not paid their assessments does not have the right to those records.
- J. Donna Coon asked if we were aware that the water tank is allowed to overflow and that there has been some damage to the control system for which we have been asked to pay for the repairs.
- K. Rod Dansie said that he had some questions to ask. Mr. Bill Turner stated that people who have not paid their assessments should not be allowed to speak at this meeting. A motion was made by Karl Smith that if Mr. Dansie gets mouthy, we call the Sheriff and have him removed. The motion was seconded but not voted on.
- L. Norm asked for questions of Mr. Dansie and Mr. Dansie declined to ask any questions.
- M. Camilla Dean asked what are we looking as a cost to get it all set up and working. Norm discussed the bonding capabilities, etc.
- N. Kathy Graves asked about type of tax money we might be looking at for a Special Service Area. Norm stated that it could be none.

2024

HIGH COUNTRY HOMEOWNER'S ASSOCIATION
13300 SOUTH 7370 WEST
RIVERTON, UTAH 84065
April 13, 1987

Present: Norm Sims
Tom Shirley
Mike Anderson

Others: Elvira Totorica, Bill Turner, John Thomas, Reg Farnell, Lynda Colton, Paul Stroh, Shirlene James, Steve Maxfield, Elwood Dutson

1. Meeting was brought to order by Norm Sims at 7:40 p.m.
2. Minutes of the January 6, 1987 meeting were read. Changes were made as follows: Mike Anderson is to negotiate with Mr. Dahl, and Tom Shirley is to talk with the Post Office relative to the cost assessed for leaving materials by the mail boxes. There were no other corrections or changes to the minutes as read. A motion was made by Mr. Anderson to accept the minutes. It was seconded and carried.

3. Treasurer's Report

We now have \$8,000 in the checking account. We are current with all bills short of Kapalowski, Randle, and Becker - attorneys. Mr. Becker has not submitted a billing to the Association and will not be paid until such time as one is received.

Garbage collection and gate repair bills in the amount of about \$250.00 were submitted.

We will be receiving a bill in the amount of \$100 for an annual operation fee for the water company that has been formed.

Utah State Corporation tax notice has been received. It was moved that all bills should be paid. Motion was seconded and it carried.

4. Election of Officers.

It has been moved and seconded that the officers for the association remain as they have been this past year. The motion carried.

5. A letter was received from Foothills Water Company relative to the sale of Foothills Water Company. The letter requested an opinion of homeowners as to whom they felt could be operate the system and provide water to our area. It is to be noted, however, that not all of the homeowners received this letter from Foothills Water Company.

John Thomas stated that he had received the above-referenced letter and had had many calls from homeowners relative to the survey.

Norm read a letter that he had drafted in response to the letter from Foothills Water Company. John Thomas asked when this reply would be sent. Reg Farnell

01841

Turner

HI COUNTRY HOMEOWNER'S ASSOCIATION
13300 SOUTH 7370 WEST
RIVERTON, UTAH 84065

June 23, 1987

Present: Norman Sims
Mike Anderson

Others: Lavern Jarrad, Karl & Earlene Smith, Reg Farnell, Elwood Dutson, Dale & Shauna Thomas, Sherrie Shirley, Vaun & Boyd Prescott, Edda Williams, Don Sain, Gary Buehler, Bill Coon, Lynda Colton, Marilyn & Terry Barney, Richard James, Paul Stroh, Wylene Twombly, Wanda & Bert Nichols, John & Joan Thomas, Steve Maxfield, Rod Dansie, Karla Kelly, Bill & Betty Millgate, Frank Turner, Sally Hemingway, Camilla Dean

1. The meeting was called to order by Norm Sims at 7:40 p.m.
2. Norm reviewed the most recent mailing of minutes and analyses submitted to the County Commissions for a County Service Area. Norm then opened the meeting to questions.

Karl Smith asked if a protest petition was being circulated. Karl also asked about the Conservancy District and what was taking place there. Reg Farnell made comments about why the Water Conservancy District did not take over the water system.

Paul Stroh commented on the minutes of the June 1st hearing with the County Commissioners.

Norm stated that the cost of the Conservancy District taking over the water system was expensive.

Karl Smith asked if Paul Stroh had a petition to stop the County Service Area and the answer was "yes".

Norm stated that the cost of Hi Country taking over the water system would be approximately \$5 to \$10 per month. There was a great deal of discussion over the years of bonding, taxes and water rates.

Steve Maxfield state that he had met with Mr. Hilbert of the Conservancy District about the taxes by the Conservancy District. He read a letter dated May, 1982 from the Hi Country Board of Directors. Norm stated that this letter has no legal status. Steve also asked, "If we go with the County Service Area, do we need to go on the system, pay the standby fees, etc.?" Norm stated that the major cost is the amount of water consumed.

Mr. Anderson stated that he had had many conversations with Mr. Hilbert of the Water Conservancy District and that any monies for the water system would be on the rates and would go on a "per gallon" basis of the system. Amortization depends on the amount of the bond needed. He also stated that in all of his conversations with the District, they have never made the statement that costs involved to upgrade, maintain, etc. any water system would go over the entire Conservancy District in the County.

01842

JKR

HI COUNTRY HOMEOWNER'S ASSOCIATION
13300 SOUTH 7370 WEST
RIVERTON, UTAH 84065

September 30, 1987

SPECIAL MEETING AND BOARD OF DIRECTOR'S MEETING

PRESENT: Norm Sims
Tom Shirley
Mike Anderson

OTHERS: John & Joan Thomas, Ken Norton, Lynda Colton, Reg Farnell, Bill & Arlene Turner, Sheri Shirley, Robert & Lori Morris, Linda Costanza, Elwood Dutson, Joe & Elvira Totorica, Shirlene James, Sue Stroh, Paul Timothy, John & LaRue Davies, Rod Dansie, Betty Millgate, Terry & Marilyn Barney, Gary Buehler, Wylene Twombly, Mike & Lydia Gould, Fred Kwiatkowski, Ron & Marie Mackay, Camilla Dean and Ann White.

1. Meeting was called to order by Norm Sims at 7:35 p.m.
2. Norm mentioned that there were two things he needed to discuss during this meeting. They were:
 - a. Petitions had been signed to be withdrawn from the Water Conservancy District. Each lot owner has received a letter that we, as an area, would be excluded from the District on October 1, 1987 provided we don't declare otherwise. The District contacted Norm to tell him that options were still open. There is a risk in staying in the District in that we would have one more year of taxation. Options for offsetting the risk is a choice each one of us will have to make. The District is in negotiation with Mr. Rod Dansie to acquire the water system. Norm further stated that the District quoted the following charges: Minimum rate for 8,000 gallons of water monthly would be between \$15 and \$35 and any amount exceeding 8,000 gallons would be billed at the rate of \$.79/1000 gallons. Any new hook-up would pay a higher fee than currently assessed in that it would be between \$1,500 and \$3,000.

Arlene Turner stated that she had asked the Water Conservancy District how soon we could have water from them and was told it would be 2 to 3 years.

Norm had prepared two letters and read them.

It was discussed that everyone who signed the withdrawal petitions would bear the cost involved therein. The petitions had approximately 75% of the lot owner's signatures. Reg Farnell stated that there was no decision to make at this time. The petitions have been filed and stand as legal documents and the only way to override those petitions is to file a different petition.

Terry Barney asked what progress is being made in the courts regarding ownership of the system. Norm stated that depositions have been taken of the developers, Lewton and Spencer. Both the men reported that it was always their intent that the Water Conservancy District have the system

01843

4002849

NOTICE OF INTEREST IN REAL PROPERTY

550

My Commission Expires

DECEMBER 1984

OCT 19 12 23 PM '84
Rodney Danie

COUNTY,

Jesse H. Danie of Herriman, Utah claims an interest in the property as follows: Water lines, Water tank and Distribution lines and Property easements for water lines . Property Serial # 41 DO 113-001 & Ref# 01061200 a part of Lot 67 and also Property Serial # 32-05-151-006 Roads and Bridle paths and water lines and transmission lines and property easements for water lines in Hi-Country Estates Phase#1. 33 Acres .

based on a Well Lease and Real Estate Agreement Dated April 7, 1977

by and between Jesse H. Danie and Gerald H. Bagley and Hi-Country Estates Water Distribution System

Jesse H. Danie
Jesse H. Danie



STATE OF UTAH

County of Salt Lake

On the 8th day of October A. D. one thousand nine hundred and eighty Four Jesse H. Danie personally appeared before me Jesse H. Danie the signer of the foregoing instrument, who duly acknowledge to me that he executed the same.

My Commission expires 3/26/86

Herriman, Utah

J. Rodney Danie
Notary Public

MCC5597 RE 1132

VTDI 32-05-151-006-0000	DIST 41D			TOTAL ACRES	33.71
HI-COUNTRY ESTATES		PRINT P	UPDATE	REAL ESTATE	120
HOMEOWNERS ASSOCIATION		EXEMPT	LEGAL	BUILDINGS	0
				MOTOR VEHIC	0
7570 W 13300 S	EDIT 1	BATCH NO	0	TOTAL VALUE	120
RIVERTON, UT	84065	BATCH SEQ	0		
LOC: 67 W NICK COUNTRY RD	EDIT 1	BOOK 4433	PAGE 0804	DATE 00/00/00	
SUB: HI COUNTRY ESTATES				TYPE UNKN PLAT	
P R O P E R T Y D E S C R I P T I O N					
HI-COUNTRY ESTATES PRIVATE ROADS, BRIDLE PATHS				33.71 AC	
VTDI 32-05-151-001-0000	DIST 41D			TOTAL ACRES	0.75
HI-COUNTRY ESTATES		PRINT P	UPDATE	REAL ESTATE	730
HOMEOWNERS ASSOCIATION		EXEMPT	LEGAL	BUILDINGS	39,750
X BAGLEY & ENTERPRISES				MOTOR VEHIC	0
PO BOX 17230	EDIT 1	BATCH NO	0	TOTAL VALUE	40,480
SLC, UT	84117	BATCH SEQ	0		
LOC: 90 W CANYON RD	EDIT 0	BOOK 5573	PAGE 1997	DATE 07/26/84	
SUB: HI-COUNTRY ESTATES				TYPE UNKN PLAT	
P R O P E R T Y D E S C R I P T I O N					
HI-COUNTRY ESTATES WATER TANK LOTS. 0.75 AC				4433-0804	

01074

WHEN RECORDED, MAIL TO:

J. Rodney Dansie
7198 West 13090 South
Harriman, Utah 84065

Space Above for Recorder's Use

4003858

NOTICE OF LIEN

The undersigned J. Rodney Dansie

hereby give notice of intention to hold and claim a lien upon the property and improvements

thereon owned and reputed to be owned by Dr. Gerald H. Bagley, HI-Country Estates Assoc

Water Co.,
Bagley and Co., HI-Country Water Co., Foot Hills and located in Salt Lake County County,
Utah, more particularly described as follows:

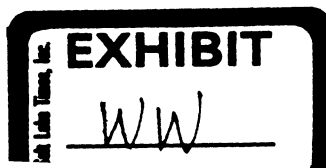
Property Serial # 41 DO 113-001 part of lot # 67 and also Lot # 41
HI-Country Estates Phase #1 Salt Lake County, Utah

VTDI 32-05-151-001-0000	DIST 41D			TOTAL ACRES	0.75
HI-COUNTRY ESTATES		PRINT P	UPDATE	REAL ESTATE	730
HOMEOWNERS ASSOCIATION		EXEMPT	LEGAL	BUILDINGS	39,750
% BAGLEY & ENTERPRISES				MOTOR VEHIC	0
PO BOX 17230	EDIT 1	BATCH NO	0	TOTAL VALUE	40,480
SLC, UT	84117	BATCH SEQ	0		
LOC: 90 N CANYON RD	EDIT 0	BOOK 5573	PAGE 1997	DATE 07/26/84	
SUB: HI-COUNTRY ESTATES			TYPE UNKN PLAT		
P R O P E R T Y D E S C R I P T I O N					
HI-COUNTRY ESTATES WATER TANK LOTS. 0.75 AC 4433-0804					

The amount demanded hereby is \$80,447.43..... owing to the undersigned for "furnishing materials used in "performing labor upon the "construction "alteration "addition to "repair of a "building "structure "improvement upon the above described property.

The undersigned "furnished said materials to "was employed by Dr. Gerald H. Bagley and Co., HI-Country Water Co., Foothills Water Co...... who was the
.....~~owners, operators of water system and pipeline~~..... such being done by the
undersigned under a contract made between Dr. Gerald H. Bagley & Bagley & Co.
and the undersigned by the terms and conditions of which the undersigned did agree to.....~~provide materials, fixtures, labor and operate said water system as per agreement~~
with Dr. Gerald H. Bagley and Bagley and Co.

in consideration of payment to the undersigned therefore as follows: payments to be made every 30 days for labor, equipment, materials and fixtures for operating and maintaining the water system and lines,



01845

REC-5598 PM 111

6e
Wayne Harper
REC-5598
Oct 12 12 13 PM '84
J. Rodney Dansie
SALT LAKE COUNTY

and under which contract the first *material was furnished *labor was performed on the ____1st__ day of December, 1982 and the last was so furnished or performed on the 8th day of October, 1984, and for all of which *materials *labor the undersigned became entitled to \$ 88,764.62, which is the reasonable value thereof, and on which payments have been made and credits and offsets allowed amounting to \$ 8,327.19 leaving a balance owing to the undersigned of \$ 80,447.43 after deducting all just credits and offsets, and for which demand the undersigned hold and claim a lien by virtue of the provisions of Chapter 1, Title 88, Utah Code Annotated 1963.

J. Rodney Dansie

*Strike out unnecessary words.

STATE OF UTAH,

County of Salt Lake }

ss.

J. Rodney Dansie being first duly sworn, says that he is J. Rodney Dansie claimant in the foregoing Notice of Lien; that he has read said notice and knows the contents thereof, and that the same is true of his own knowledge.

J. Rodney Dansie
Subscribed and sworn to before me this 11 day of October, 1984.
Elizabeth J. Surpin
Notary Public.

REC-5598 m: 112

01010

J. Rodney Jansie
7198 West 13090 South
Herriman, Utah 84065

Space Above for Recorder's Use

4023499

NOTICE OF LIEN

The undersigned J. Rodney Jansie

hereby give notice of intention to hold and claim a lien upon the property and improvements thereon owned and reputed to be owned by Gerald H. Bagley & Bagley & Co., and located in Salt Lake County, Utah, more particularly described as follows.

VTDI 32-05-351-001-0000 DIST 41D	PRINT P	UPDATE	TOTAL ACRES	40.00
BAGLEY, GERALD H	EXEMPT	LEGAL	REAL ESTATE	16,175
			BUILDINGS	0
			MOTOR VEHIC	0
			TOTAL VALUE	16,175
7350 S WASATCH BLVD	EDIT 1	BATCH NO 0		
SLC, UT	84121	BATCH SEQ 0		
LOC:	EDIT 0	BOOK 4528	PAGE 0553	DATE 00/00/00
SUB:			TYPE UNKN	PLAT

PROPERTY DESCRIPTION
THE SW 1/4 OF THE SW 1/4 OF SEC 5, T 4S, R 2W, S L M. 40 AC

The amount demanded hereby is \$ 80,447.43 owing to the undersigned for *furnishing materials used in *performing labor upon the *construction *alteration *addition to *repair of a *building *structure *improvement upon the above described property

The undersigned *furnished said materials to *was employed by Dr. Gerald H. Bagley . Bagley and Co. Hi- Country Water Co. Foothills Water co and Hi- Country Estates Assoc , who was the owners, operators of water system and pipelines , such being done by the undersigned under a contract made between Dr. Gerald H. Bagley and Bagley and Co. and the undersigned by the terms and conditions of which the undersigned did agree to provide materials, fixtures, labor and operate said water system as per agreement with Dr. Gerald H. Bagley and Bagley and Co.

in consideration of payment to the undersigned therefore as follows payments to be made every 30 days for labor, equipment, materials and fixtures and for operating and maintaining the water system and lines.

and under which contract the first *material was furnished *labor was performed on the 1st day of December , 19 82 and the last was so furnished or performed on the day of November , 19 84, and for all of which *materials *labor the undersigned became entitled to \$ 88,764.62 , which is the reasonable value thereof, and on which payments have been made and credits and offsets allowed amounting to \$ 8,327.19 leaving a balance owing to the undersigned of \$ 80,442.43. after deducting all just credits and offsets, and for which demand the undersigned holds and claims a lien by virtue of the provisions of Chapter 1, Title 38, Utah Code Annotated 1963

J. Rodney Jansie
J. Rodney Jansie

*Strike out unnecessary words.

FORM 400-NOTICE OF LIEN - JULY 1981



01917

EX-5611 1412277

STATE OF UTAH,

County of Salt Lake

} ss.

J. Rodney Dansie being first duly sworn, says that he is
J. Rodney Dansie claimant in the foregoing Notice of Lien;
that he has read said notice and knows the contents thereof, and that the same is true of his
own knowledge.

Subscribed and sworn to before me this 7 day of December, 19 84

COMMISSION EXPIRES
10-25-87

SLC, Notary

Notary Public.

NOTARY PUBLIC
SALT LAKE COUNTY,
UTAH
Dec 5 2 52 PM '84
-Jesse H. Dineen
RECORDED
5 DEP
Rebecca Gray
REBECCA GRAY

1005611 1012278

01848

7198 West 13090 South

Herriman, Utah 84045

Space Above for Recorder's Use

4002546

NOTICE OF LIEN

The undersigned J. Rodney Dansie

hereby gives notice of intention to hold and claim a lien upon the property and improvements thereon owned and reputed to be owned by Dr. Gerald H. Bagly, Hi-Country Estate Assoc., Bagly & Co & Foot Hill Ambulance Co. and located in Salt Lake County, Utah, more particularly described as follows:

Property serial # 41 D0113-001 Ref # 01061200
Part of lot # 67 and also lot # 41

Hi-Country Estate phase #1 Salt Lake
County, Utah

The amount demanded hereby is \$80,447.43 ^{per} owing to the undersigned for "furnishing materials used in "performing labor upon the "construction "alteration "addition to "repair of a "building "structure "improvement upon the above described property.

The undersigned "furnished said materials to "was employed by Dr. Gerald H. Bagly, Bagly & Co, Hi-Country water Co, Bagly Corp & Foot Hill water Co who was the owner, operator of water system & pipeline such being done by the undersigned under a contract made between Dr. Gerald H. Bagly & Bagly & Co and the undersigned by the terms and conditions of which the undersigned did agree to "provide, maintain, furnish, labor and operate said water system as per agreement with Dr. Gerald H. Bagly & Bagly & Co.

in consideration of payment to the undersigned therefore as follows: payments to be made every 30 days for labor, equipment, materials & fixtures for operating and maintaining the water system & lines.

and under which contract the first "material was furnished "labor was performed on the 24th day of December, 1982, and the last was so furnished or performed on the 24th day of October, 1984, and for all of which "materials "labor the undersigned became entitled to \$88,764.67, which is the reasonable value thereof, and on which payments have been made and credits and offsets allowed amounting to \$8,327.19 leaving a balance owing to the undersigned of \$80,447.43 ^{per} after deducting all just credits and offsets, and for which demand the undersigned holds and claims a lien by virtue of the provisions of Chapter 1, Title 38, Utah Code Annotated 1953.

J. Rodney Dansie

22c

*Strike out unnecessary words

FORM 605-NOTICE OF LIEN-REVISED 06-07-1978 UTAH S.L.C. 1978



01349

011111

STATE OF UTAH,

County of Salt Lake } ss.

J. Robby Damsie being first duly sworn, says that he is
J. Robby Damsie claimant in the foregoing Notice of Lien;
that he has read said notice and knows the contents thereof, and that the same is true of his
own knowledge.



J. Robby Damsie
Elizabeth J. Damsie

Subscribed and sworn to before me this 9th day of October, 1984
Elizabeth J. Damsie
Notary Public.

100 62
RECORDED
OCT 9 4 07 PM '84
SALT LAKE COUNTY, UTAH
J. Robby Damsie
Name Harper

005597 MR 555

01850

J. Rodney Daniels.....
7198 West 13090 South
Hartman, Utah 84065..

Space Above for Recorder's Use

4002850

NOTICE OF LIEN

The undersigned J. Rodney Darnio

hereby gives notice of intention to hold and claim a lien upon the property and improvements thereon owned and reputed to be owned by Dr. Gerald H. Bagley & Hi-Country Estates

Home Owners Assco, & Bagley & Co, _____ and located in Salt Lake _____ County,
Utah, more particularly described as follows:
Parcel No. 32-25-151-006 Roads, Bridle Paths, water Lines and fire Hydrants
Water Meters and transmission lines etc 77.71 Acres

VTDL 32-05-151-006-0000		PRINT P UPDATE		TOTAL ACRES	33.71
HI-COUNTRY ESTATES		EXEMPT		REAL ESTATE	120
HOMEOWNERS ASSOCIATION				BUILDINGS	0
				MOTOR VEHIC	0
				TOTAL VALUE	120
7570 W 13300 S	EDIT 1	BATCH NO	0		
RIVERTON, UT	84065	BATCH SEQ	0		
LOC: 67 W HIGH COUNTRY RD	EDIT 1	BOOK 4433	PAGE 0804	DATE 00/00/00	
SUB: HI COUNTRY ESTATES			TYPE UNKN	PLA:	
P R O P E R T Y D E S C R I P T I O N					
HI-COUNTRY ESTATES PRIVATE ROADS, BRIDLE PATHS 33.71 AC					

The amount demanded hereby is \$20,442.43 _____ owing to the undersigned for "furnishing materials used in "performing labor upon the "construction "alteration "addition to "repair of a "building "structure "improvement upon the above described property.

The undersigned *furnished said materials to *was employed by Dr. Gerald Bagley Bagley and Co. and Hi Country Estates Water Co. and Foothills water Co who was the Owner and operator of water Company serving Hi Country Estates being done by the undersigned under a contract made between Dr. Gerald H. Bagley and Bagley and Co. and the undersigned by the terms and conditions of which the undersigned did agree to Provide labor, Materials, pipe fixtures and operate the water system and make repairs to lines, pumps etc.

in consideration of payment to the undersigned therefore as follows: Payment for all materials, labor and fixtures and equipment to operate said water system

*a 24 hour in full every 30 days.

PLANNED CONCENTRATION OF LAMBS - 25000 TO 30000 SOUTH S.E.S. 10000

EXHIBIT

22

01551

and under which contract the first *material was furnished *labor was performed on the 1st
day of December, 1982 and the last was so furnished or performed on the 8th
day of October, 1984, and for all of which *materials *labor the undersigned
became entitled to \$ 68,964.62, which is the reasonable value thereof, and on which pay-
ments have been made and credits and offsets allowed amounting to \$ 4,327.19 leaving a
balance owing to the undersigned of \$ 64,637.43 after deducting all just credits and offsets,
and for which demand the undersigned hold^s and claim^s a lien by virtue of the provisions of
Chapter 1, Title 38, Utah Code Annotated 1968.

J. Rodney Darnie

*Strike out unnecessary words.

STATE OF UTAH,

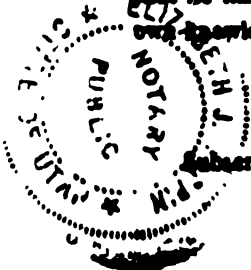
County of Salt Lake }

m.

J. Rodney Darnie being first duly sworn, says that he is

J. Rodney Darnie claimant in the foregoing Notice of Lien;

that he has read said notice and knows the contents thereof, and that the same is true of his
own knowledge.



Subscribed and sworn to before me this 10th day of October, 1984

J. Rodney Darnie
Elizabeth J. Darnie
Notary Public.

10015201

NOTARY
NOV 5 1984
1134

64852

NET OPERATING LOSSES INCURRED BY BAGLEY & CO.

1975 & 1976	\$ 20,141
1977	27,384
1978	33,716
1979	37,647
1980	24,781
1981	26,986
1982	24,878
1983	36,403
1984	39,781
	<hr/>
	\$271,717

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**CAPITAL IMPROVEMENTS MADE BY
BAGLEY & CO, 1975 TO 1985**

1975	\$ 23,602
1976	10,830
1977	47,561
1978	31,237
1979	39,170
1980	35,749
1980 through 1984	<u>185,692</u>
	\$373,841

01854

EXHIBIT

BBB

NET OPERATING LOSSES INCURRED BY
FOOTHILLS WATER COMPANY

1985	\$ 76,665
1986	38,017
1987	74,791
1988 to 9/1/88	<u>60,570</u>
Total Net Loss	\$250,004

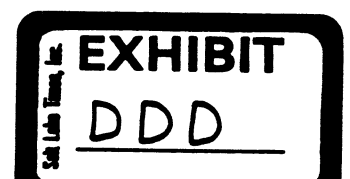
01855



**CAPITAL IMPROVEMENTS MADE BY
FOOTHILLS WATER COMPANY 1985 THROUGH 9-1-1988**

1985	\$ 17,681
1986	12,460
1987	27,860
1988	<u>4,870</u>
TOTAL	\$ 62,870

01856



WELL LEASE AND WATER LINE EXTENSION AGREEMENT

THIS AGREEMENT made and entered into this 7th day of April, 1977, by and between JESSE H. DANSIE, hereinafter referred to as "Dansie", and GERALD H. BAGLEY, hereinafter referred to as "Bagley",

W I T N E S S E T H :

WHEREAS, Dansie is the owner of property located in Sections 33, 34 and 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and is also the owner of water rights evidenced by Certificate No. 8212 Application No. 26451, and the rights to water therefrom and a water distribution system located on such property; and

WHEREAS, Bagley is the owner of property located in Section 33, Township 3 South, Range 2 West, and Sections 1, 2, 4, 5, and 11, Township 4 South, Range 2 West Salt Lake Base and Meridian, and is also the owner of a water distribution system located on part of the property owned by him; and

WHEREAS, Dansie and Bagley desire to connect their water systems and make use of the Dansie well and water for their mutual benefit, upon the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter provided, the parties hereto agree as follows:

A. WELL LEASE

1. Dansie hereby leases to Bagley the well located South 758 Feet and East 1350 Feet from the West quarter corner of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian, identified by Certificate No. 26451 issued by the Utah State Engineer's Office, hereinafter referred to as "Dansie Well No. 1", including the equipment for operation of such well and the rights to all of the water therefrom, for a period of ten (10) years from the date of this Agreement.

01857



2. Bagley shall pay to Dansie Five Thousand One Hundred Dollars (\$5,100.00) the receipt of which is hereby acknowledged, and as rental for such lease, Bagley shall pay to Dansie \$300.00 each month during the first five years of this lease commencing April 10, 1977, provided the monthly rental shall be increased to \$600.00 per month at such time as thirty (30) additional hook-ups are installed on the Hi-Country Water Company Distribution System operated by Bagley. As of the date of this Agreement, there are 28 hook-ups, such hook-ups being detailed in Exhibit #1.

3. Commencing April 10, 1982, the monthly rental payments shall be increased to \$600.00 per month unless they have already been increased to that amount pursuant to Paragraph 2 above.

4. Bagley shall have the right to renew this Well Lease on terms to be agreed to by Bagley and Dansie at the termination of this Lease on April 10, 1987.

5. Bagley agrees to provide and install a seal around the well pipe of Dansie Well No. 1 as required to meet the Utah State Division of Health standards and to install a new pump on the well within the first five (5) years of this lease and shall be responsible for all maintenance of Dansie Well No. 1 during the term of this lease.

6. Bagley agrees to pay all pumping costs, repairs, and maintenance of said well for the period of this Agreement. Bagley agrees to maintain the said well, and electric motor in good operating condition. Any changes or modifications to said well, motor and pumping equipment shall be paid for by Bagley and will become the property of Dansie at the termination of this Agreement.

7. The existing pump, electric motor and transformers will remain the property of Dansie and will be delivered to Dansie if removed from said well. Any new equipment to be installed in said well such as an electric motor, pumps and transformers and

pipng shall become the property of Dansie and shall be free and clear of any mortgages, liens or encumbrances at the termination of this Agreement.

8 Bagley agrees for himself, his successors, and assigns to be responsible for and to indemnify Dansie, his successors and assigns, against any and all liability, losses and damages, of any nature whatever, and charges and expenses, including court costs and attorneys' fees that Dansie may sustain or be put to and which arise out of the operations, rights and obligations of Bagley pursuant to this Agreement whether such liability, loss, damage charges or expenses are the result of the actions or omissions of Bagley, his employees, agents or otherwise

9. Dansie does not warrant that the water from Dansie Well No. 1 does now or at any time during the term of this Agreement and any extension thereof, will meet any standards for culinary water as required by the Utah State Division of Health. However a letter of approval of the water by the Utah State Board of Health is attached (Exhibit #2) and the requirements are set forth in said letter.

B. EXTENSION NO. 1

1. Within one year from the date hereof, Dansie shall with his equipment perform all labor required to excavate for and install a 6 inch D.V.C. Class 200 pipeline connecting the Dansie Well No. 1 to the existing Hi-Country Water Company water system owned by Bagley at a point in Lot #4 as referenced by the map in Exhibit #1. Bagley shall purchase and furnish all permits, pipe, materials and supplies required for this connection and shall obtain an easement across Lot #4 at his expense.

Dansie shall own the line upon completion of the work and Bagley shall be able to use said line during the term of this Agreement. Bagley shall have a right to enter the property upon which the pipeline and connection is located for the purpose

of installing, maintaining and using the water line to be installed thereon pursuant to Paragraph B (1) above. Bagley hereby grants and conveys to Dansie an easement and right-of-way over and across property in the Hi-Country Estate Subdivision for the same purpose. Dansie shall have a right to take water from the line at points that may serve the property along the line of Extension No. 1. Dansie shall own and Bagley will be responsible for maintenance of the extension during the life of this Agreement.

C. EXTENSION NO. 2

1. Within one year from the date hereof, Dansie shall, with his equipment and at his expense, perform all labor required to excavate for and install a 6-inch P.V.C. Class 200 pipeline connecting the Hi-Country Estates Water Company water system, from its most Easterly point at approximately 7350 West and 13300 South in Salt Lake County, to the Dansie water line at approximately 7200 West and 13300 South, including a pressure-reducing valve at the point of connection with the Hi-Country Estates Water Company system at 7350 West 13300 South. Dansie shall purchase and furnish all pipe, materials and supplies required for this connection.

2. Dansie shall obtain and provide all easements and permits and pay all fees required for this connection and extension, except as for such line that may be on property of Hi-Country Homeowners Association or Bagley.

3. Dansie shall own and be responsible for all maintenance of this Extension No. 2.

4. Bagley shall have the right, at all times during the term of this Agreement or any extension thereof, to run water from the Hi-Country Estates Water Company system through the Dansie water system and Extension No. 1 and No. 2 and No. 3 to property owned by Bagley in Sections 1, 2, and 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian.

D. EXTENSION NO. 3

1. Within one year from the date hereof, Dansie shall, with his equipment perform all labor required to excavate for and install a 6-inch P.V.C. Class 200 pipeline connecting to the Dansie water system at 6800 West and 13000 South in Salt Lake County and extending along 6800 West to 13400 South. Bagley shall purchase and furnish all permits, pipe, materials and supplies required for this connection and extension.

2. Dansie shall own and Bagley shall be responsible for all maintenance of this Extension No. 3 during the life of this Agreement.

E. OTHER WELLS AND HOOK-UPS

1. Dansie shall have the right, at his expense, to connect any additional wells owned by him, located in Section 33, 34 and 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian identified by Certificate No. _____ issued by the Utah State Engineers Office, hereinafter referred to as "Dansie Wells" and by change application No. 9-8635 (59-3879) issued by the Utah State Engineers Office, hereinafter referred to as "Dansie Well No. 3," to the water system owned by Dansie, including Extension No. 2, and to commingle the water from these wells with that in the system from other sources so long as the water from such wells at all times meet all standards for culinary water required by the Utah State Division of Health.

2. Dansie shall have the right to receive up to five (5) residential hook-ups onto the water system on the Dansie property for members of his immediate family without any payment of hook-up fees and shall further have the right to receive reasonable amounts of water from the system through these five (5) hook-ups for culinary and yard irrigation at no cost.

3. Dansie shall further have the right to receive up to fifty (50) residential hook-ups onto the water system on the Dansie property for which no hook-up fees will be charged. Water service

charges shall be charged to the recipients thereof of which Dansie shall receive fifty percent (50%) of the water service billings paid by those recipients in consideration for Dansie's maintenance of his part of the water system.

4. Dansie shall receive not less than \$4,000.00 or One Hundred percent (100%) of all of the hook-up fees to the water system on the Leon property located between the Hi-Country Estates property in Sections 33, Township 3 South, Range 2 West, and the Dansie property in Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian and shall receive fifty percent (50%) of the revenues from water service charges to such property.

5. Dansie shall have the right to use for any purposes and at no cost, any excess water from the Hi-Country Estates Water Company system Well No. 1, not required or being used by Bagley or customers of the Hi-Country Estates Water Company. Any power or other costs of pumping such excess water shall be paid by Dansie.

F. MISCELLANEOUS

1. It is understood that Bagley intends to use the entire water system formed by the extensions and connections provided for herein, including the present systems owned by Bagley and Dansie, for the purpose of providing water to users in the area covered by this system or which can be reached by extensions and connections to this system, that Bagley intends to charge hook-up and water service fees to water users, that Bagley is entitled to all such fees and other charges except as otherwise provided in this Agreement, and that Bagley is responsible for all costs of other extensions and connections except as otherwise provided in this Agreement.

2. Dansie agrees that Bagley may form a water company, using such entity or form of organization as Bagley desires, and may convey all his rights to the water system referred to in this Agreement and assign his interest in this Agreement to any such

entity or organization. Bagley will be personally responsible for lease terms and conditions if assignee fails to meet the terms and conditions of the lease. No assignment, conveyance or sublease shall release Bagley from liabilities and obligation under this Agreement.

3. Dansie further agrees that Bagley may apply to the Utah Public Service Commission for such permits or approvals as may be required and Dansie shall cooperate fully in all respects as may be required to obtain such permits or approvals as may be required by the Public Service Commission. Bagley agrees to pay all costs incurred in obtaining such approval, including but not limited to, legal and engineering fees.

4. Bagley and Dansie each agree to execute and deliver any additional documents and/or easements which may be necessary to carry out the provisions and intent of this Agreement.

5. Non-payment of any monthly installment will, at the option of Dansie, automatically terminate this Agreement. All remaining lease payments, in the event of termination for non-payment of any monthly installment, shall become immediately due and payable to Dansie. If it becomes necessary for Dansie to sue for the liquidated damages (remaining lease payments), Bagley shall pay attorneys' fees and costs incurred by Dansie.


6. Dansie shall have first right of refusal to purchase the entire Hi-Country water system if it is to be sold or assigned to a third party.

7. Bagley, and his assigns or successors, agree to supply water to the Dansie property as provided for in this Agreement and for such time beyond the expiration or termination of this Agreement as water is supplied to any of the Hi-Country properties or that the lines and water system referred to in this Agreement are in existence and water is being supplied from another source such as Salt Lake County Conservancy District. Such water as is provided subsequent

to the expiration or termination of this Agreement shall be made available upon the same terms, conditions and rates as are set forth in this Agreement.

DATED this 2nd day of April, 1977.


JESSIE H. DANSIE


GERALD H. BAGLEY

AMENDMENT TO WELL LEASE AND WATER LINE EXTENSION AGREEMENT

This Amendment made and entered into this 3rd day of July, 1985, by and between Jesse H. Dansie, hereinafter referred to as "Dansie," and Gerald H. Bagley, hereinafter referred to as "Bagley."

W I T N E S S E T H

WHEREAS, Dansie and Bagley, on April 7, 1977, entered into a Well Lease and Water Line Extension Agreement (hereinafter "Well Lease Agreement"); and

WHEREAS, Dansie and Bagley are concerned about possible ambiguities in Paragraph E. 2. of the Well Lease Agreement; and

WHEREAS, the Hi-Country Estates Homeowners Association has filed a lawsuit based in part on interpretation of the Well Lease Agreement; and

WHEREAS, Bagley is delinquent in the payment of his monthly rental payments, but desires to continue the Well Lease Agreement;

NOW, THEREFORE, in consideration of \$10.00 (Ten) and other good and valuable consideration, the sufficiency of which is hereby admitted, Dansie and Bagley agree as follows:

1. Paragraph E. 2. of the April 7, 1977 Well Lease Agreement is amended to read as follows:

2. Dansie shall have the right to receive up to five (5) residential hook-ups on to the water system on the Dansie property for

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members of his immediate family without any payment of hook-up fees and shall further have the right to receive up to 12 million (12,000,000) gallons of water per year from the combined water system at no cost for culinary and yard irrigation use on the Dansie property described herein plus Lot 51 of Hi-Country Estates. Any meters required at any time by any person or entity for metering of Dansie's water shall be purchased and installed by Bagley at no cost to Dansie. Any use of water for the fighting of fires, or losses caused by breaks or line ruptures shall not be charged against the 12,000,000 gallons to which Dansie is otherwise entitled.

2. Paragraph E.5. of the April 7, 1977 Well Lease Agreement is amended to read as follows:

5. Dansie shall have the right to use for any purpose and at no cost, any excess water from the High Country Estates Water Company System Well No. 1, not required or being used by Bagley or customers of the High Country Estates Water Company. Dansie shall pay only the incremental pumping power costs associated with producing such excess water.


3. All other provisions of the Well Lease Agreement shall remain in full force and effect.

4. Nothing herein shall relieve Bagley from the obligation to make the monthly payments now delinquent or to become due under the Well Lease Agreement.

4. This Amendment and the Well Lease Agreement as amended herewith, shall be binding upon and inure to the benefit of the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, each of the parties has caused
this Amendment to be executed the day and year first above
written.


JESSIE H. DANSIE


GERALD H. BAGLEY

6985C

01867