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AGREEMENT BETWEEN LITTLE COTTONWOOD WATER COMPANY AND OWNERS OF HOMES IN THE CECRET LAKE AREA RELATIVE TO USE OF WATER FOR DOMESTIC PURPOSES IN LITTLE COTTONWOOD CANYON

THIS AGREEMENT, made and entered into this 30th day of October, 1981, by and between LITTLE COTTONWOOD WATER COMPANY, an irrigation company of the State of Utah, hereinafter called the Water Company, and the following named persons, their heirs, successors and assigns, it being specifically recognized and represented by said persons that they are acting as agent for each and every person who currently holds title to any parcel of property that each of them holds, whether in joint tenancy, tenancy in common, or in any other manner, and that it is intended by this agreement that all persons holding title to any parcels of ground in any such tenancy, or any other tenancy with any signatory, are to be bound by the terms of this agreement, hereinafter the same collectively called the Users, to-wit: M. Byron Fisher, Richard H. Nebeker, Pete Gibbs, Tel Charlier, Steven H. Stewart, Ruth R. Crockatt, Charles P. Miles, Carman E. Kipp, William B. Smart, Don M. Page and Kathrine E. Hanson.

WITNESSETH:

1. That the Users are individuals owning property, or having the right to use of property, situated in Little Cottonwood Canyon, Town of Alta, Salt Lake County, State of Utah, and the land referred to has been subdivided into 15 building lots, and the Users represent that said land will not be further subdivided and that the maximum number of buildings to be constructed on the property to be serviced by the Users will not exceed 15.

HEARING SUBMITTAL TO
DIVISION OF WATER RIGHTS

Right No.: a28548 + a28545
Date: 3/13/2011
Submitter: Applicant
Kevin Tolton

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SUITE 300
261 EAST BROADWAY
SALT LAKE CITY, UTAH 84111

2. The Users represent that there formerly was in existence an organization known as the Cecret Lake Water Corporation, which since has become defunct, and that the Users are the successors in interest insofar as the use of water as hereinafter described is concerned, and that it is proposed to service no more than 15 single-family dwellings within the Cecret Lake Sub-division, pursuant to the terms of this agreement.

3. The Users represent that their predecessor in interest, Cecret Lake Water Corporation, had a permit from the Division of Health, Department of Social Services, of the State of Utah, relative to the installation of certain diversion facilities from a spring situated at the following point:

A spring of water which is at a point from which the section corner of Sections 32 and 33 on the South Boundary of Township 2 South, Range 3 East of Salt Lake Meridian bears North 52°34' West 300 feet; thence North 37°26' East 1130.2 feet; thence North 52°34' West 600 feet; thence North 21°6' West 7371.4 feet distant,

and that the terms and conditions of said permit are incorporated into this agreement by reference, and the Users agree that at all times they will install and maintain said diversion system in accordance with said permit and the rules and regulations from time to time to be promulgated by said Division of Health, Department of Social Services, of the State of Utah, and of Salt Lake City-County Health Department.

4. The Water Company is the owner or charged with the responsibility for the distribution of the waters of Little Cottonwood Creek, which encompasses all the waters arising in Little Cottonwood Canyon tributary to said creek, and some of the said waters can be made available to the Users pursuant to the terms of this Agreement.

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NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. That the source of water from which the water will be conveyed by pipeline to the cabins or residences to be serviced by the Users will commence at the point of diversion hereinbefore referred to and run directly to the cabins or residences to be serviced under this agreement by the Users where now situated or where hereafter constructed.

2. The Users agree to construct, from the point of diversion to the cabins to be constructed on the land hereinbefore described, a pipeline adequate to carry the water from the point of diversion to said cabins or residences, said pipeline to be constructed solely at the cost of the Users, and the Users agree to maintain said pipeline and to repair the same, together with any tanks, pumps or other facilities necessary or incidental to the movement of the water from the point of diversion to the cabins or residences, and the Water Company shall have no obligation whatsoever to the Users, or any lessees, assigns or grantees, in regard to the construction, maintenance or repair of said facilities, and the Users agree that the same will at all times be so maintained as to prevent any loss or waste of water. Said pipeline shall be so constructed that there will be a turn-off valve at a convenient point outside of each cabin or residence so that water to each cabin or residence can be shut off and service discontinued.

3. The Users will cause to be furnished to the Water Company, on or before June 1 of each calendar year, a written statement showing each and every cabin or other structure situated upon the subdivision hereinbefore referred to, and appropriately identifying each to which water under this agreement is to be delivered during any part of the calendar year,

and at said time to pay the Water Company the sum of \$25.00 for each cabin or structure to which water is delivered pursuant to this agreement. Should any cabin or structure be built subsequent to June 1 of any calendar year, and a water connection made to the same, the Water Company shall be promptly advised and the annual yearly payment herein provided shall be made. The annual payment herein provided for shall entitle the Users to use at each such cabin or other structure to which said pipeline is connected a quantity of water not to exceed fifty (50) gallons per day, averaged on a monthly basis. This agreement does not cover any multiple dwelling structures, hotels, inns or other such facilities. The annual rental of \$25.00 per year will be adjusted upwards in any year in which Salt Lake City increases its water rates, said increase to be proportionate to the increase made in Salt Lake City's domestic water rates.

4. The use of water shall be limited to domestic use only and shall not be used for irrigation or sprinkling.

5. The Users will take such water as is, with no representations by the Water Company as to quality or purity. The Water Company is under no obligation to render said water fit or suitable for human consumption.

6. It is understood and agreed that the Water Company is under obligations to deliver water to other persons, firms and corporations, and this agreement is made only as to waters in excess of the Water Company's other obligations, and if at any time the Water Company is unable to furnish the water provided for by this agreement, it may cancel and terminate the same upon giving written notice thereof to the Users, said notice to be served personally or by registered mail at the last known address of the User.

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7. It is understood and agreed that the Water Company may terminate the delivery of water under and pursuant to this agreement for the violation of any of the terms and conditions hereof by the Users, including failure to pay the annual rental herein provided, or for the violation of any of the sanitary regulations of the Salt Lake City-County Board of Health in effect from time to time.

8. It is understood and agreed by and between the parties hereto that Salt Lake City, a municipal corporation, is the owner of a substantial portion of the waters of Little Cottonwood Creek and should the Water Company and Salt Lake City at any time agree that it meets the convenience of said two parties to assign this agreement to Salt Lake City, this agreement may be so assigned; and upon said assignment being so executed, all the rights and obligations of the parties hereto shall then be between Salt Lake City, a municipal corporation, and the Users.

IN WITNESS WHEREOF, the Water Company has caused these presents to be executed by its officers thereunto duly authorized, and the Users have caused these presents to be executed, as of the day and year first above written.

LITTLE COTTONWOOD WATER COMPANY

BY *Robert H. [Signature]*
President

Attest:

Charles W. [Signature]
Secretary

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USERS:

M. Byron Fisher
M. BYRON FISHER

Peter Gibbs
PETER GIBBS

Steven H. Stewart
STEVEN H. STEWART

Charles P. Miles
CHARLES P. MILES

Carmen Kipp
CARMAN KIPP

Katherine E. Hanson
KATHERINE E. HANSON

Chuck Todd

R. H. Nebeker
RICHARD H. NEBEKER

Jel Charlier
JEL CHARLIER

Ruth R. Crockatt
RUTH R. CROCKATT

Don M. Page
DON M. PAGE

William B. Smart
WILLIAM B. SMART