

*Original*

*Book: m242*

Entry No. <b>199060</b>	Book <b>330.00</b>	fee
RECORDED <b>12-9-82</b> at <b>11:27M</b> PPAid <b>page: 28-31</b>		
REQUEST of <b>Weber Basin Water C.D.</b>		
FEE <b>\$8.50</b>	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER	
ASSIGNMENT <b>by Wanda Y. Spriggs</b>		
INDEXED	ABSTRACT	

SEP 15 1982

THIS ASSIGNMENT, made this 15th day of September, 1982,

by and between FRANCES REMILLARD, as First Party,  
and FERRON ELDER, as Second Party,

WITNESSETH

1. WHEREAS, under date of June 8, 1981, Bagley & Company, as Purchaser, entered into a contract with Weber Basin Water Conservancy District for the purchase of 625.0 acre-feet of water for replacement purposes, which contract was thereafter recorded in the office of the County Recorder of Summit County, Utah, in Book M199 of Records, Page 50, and

2. WHEREAS, the said Frances ReMillard under date of June 25, 1981, assumed from Purchaser 11.0 acre-feet of water covered by the aforesaid contract, upon purchase by First Party of lands described in aforesaid contract.

3. WHEREAS, First Party now desires to assign and transfer to Second Party ~~xxxxxx~~ part of First Party's entitlement to water under the contract referred to in Paragraphs 1 and 2 above,

NOW, THEREFORE, it is hereby agreed between First Party and Second Party as follows:

4. FIRST PARTY hereby assigns and transfers to Second Party, all of First Party's right, title and interest in and to 2.0 acre-feet of the water referred to in Paragraphs 1 and 2 above,

5. SECOND PARTY, in consideration of such assignment, hereby agrees with First Party to pay to Weber Basin Water Conservancy District, promptly upon receipt of billings from Weber Basin Water Conservancy District, an annual amount to consist of the total of the following items:

- (a) \$99.66 per acre-foot of water, being a total of \$ 199.32  
Such price per acre-foot shall continue until such time as the District may otherwise determine; provided, only, that an increase in such price shall become operative only at the beginning of the next calendar year.
- (b) An annual amount as determined by the District to pay the District's special costs and expenses in administering this allotment; provided, however, that until otherwise determined by the District, such amount shall be and remain \$5.00.
- (c) An amount equal to the assessments imposed by the State

BOOK M 242 PAGE 28

8-50

Engineer for the distribution of the water replaced hereunder.

(d) A fair proportionate amount of estimated operating and maintenance charges of the District for the then calendar year. Such fair proportionate amount shall be determined each year by the Board of Directors of the District and the determination shall be final and conclusive. If such estimate is more or less than the actual cost thereof, an appropriate adjustment will be made in the annual amount for the year following the year for which the estimate was made.

5. The first annual payment under items (a), (b), (c) and (d) above shall be made to Weber Basin Water Conservancy District upon such District's initial billing to Second Party therefor. Subsequent annual payments shall be paid as billed, whether or not any part of the water is called for or used.

6. SECOND PARTY further agrees to comply strictly with all of the terms and conditions of the contract referred to in Paragraph 1 above, and proposes to use the water referred to in said contract, and herein, on the following described lands in

Summit County, Utah: ~~XXXXXX Sec 11, T1S, R6E, SLB&M Beg at a~~  
~~XXXXXX Sec 12, T1S, R6E, SLB&M Beg at a~~  
~~XXXXXX Sec 13, T1S, R6E, SLB&M Beg at a~~  
~~XXXXXX Sec 14, T1S, R6E, SLB&M Beg at a~~  
W 1/2 of SW 1/4; SE 1/4 of SW 1/4; SW 1/4 of SE 1/4, Sec 12, T1S, R6E, SLB&M.

7. Both parties agree that this agreement shall become operative only upon its approval by Weber Basin Water Conservancy District.

Francis H. R. Miller  
First Party

Errol Elder  
Second Party

Second Party's address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved: Sept. 24, 1982

WEBER BASIN WATER CONSERVANCY DISTRICT  
Frank W. Bohman  
President

ATTEST:

Robert J. Jensen  
Secretary

BOOKM 242 PAGE 29

STATE OF UTAH )  
COUNTY OF San Juan )

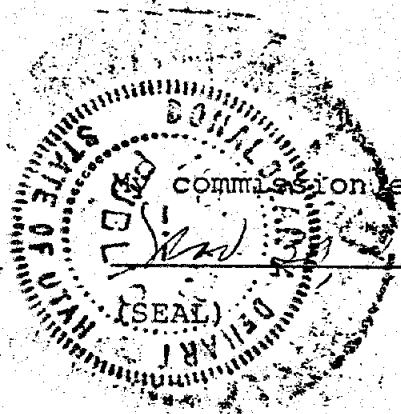
On this 6th day of August, 19 82, personally appeared before me Ferron Elder  
the signers of the attached instrument, who duly acknowledged to me that they executed the same.

Ronald L. Re Hart  
Notary Public

Residing at: Ogden, Utah

My commission expires:

Nov 30, 1982



STATE OF UTAH )  
COUNTY OF Utah )

On this 6th day of August, 19 82, personally appeared before me Francis H. BeMullard  
the signers of the attached instrument, who duly acknowledged to me that they executed the same.

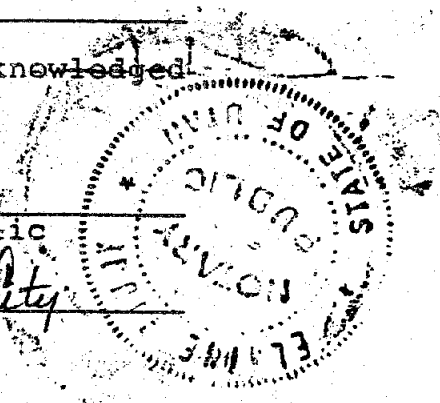
Elaine Gandy  
Notary Public

Residing at: S. L. City

My commission expires:

2-19-85

(SEAL)



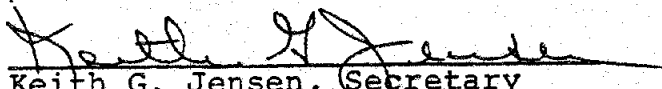
# RESOLUTION

BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the Weber Basin Water Conservancy District, that the President and the Secretary of said District be and they are hereby authorized and empowered to execute on behalf of said District assignments of replacement water with the following named individuals, on the terms and conditions contained in the forms of agreements presented to and considered at this meeting:

SUMMIT COUNTY:	<u>Acre-feet</u>
1. Frances H. ReMillard, assignor Bagley & Company, assignee	1.0
2. Frances ReMillard, assignor Ferron Elder, assignee	2.0
3. Charles H. Wagner, Suzanne M. Wagner, assignors James L. Shaw, Bonnie J. Shaw, assignees	1.0
WEBER COUNTY:	
1. David Dee Burton, Constance D. Burton, assignors Carl Heath, G. Jeanette Heath, assignees	1.0
2. Joseph L. Nielson, Nanette C. Nielson, assignors Jay R. Price, Lorie H. Price, assignees	1.0

## CERTIFICATION

I, KEITH G. JENSEN, Secretary of the Weber Basin Water Conservancy District, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said District at a regular meeting held September 24, 1982.

  
Keith G. Jensen, Secretary

BOOKM 242 PAGE 31

