

Argus

Book: 27242

Entry No. 199060 Book \$30.00 fee

RECORDED 12-9-82 at 11:27M Pg 28-31

SEP 15 1982

REQUEST of Weber Basin Water C.D.

FEE WANDA Y SPRINGS, SUMMIT CO. RECORDER

\$8.50 ASSIGNMENT by Wanda Y Sprgs

THIS ASSIGNMENT, INDEXED, 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

BOOKM 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: ~~XXXXXXSXXXXX, X1S, X6E, S12, T1S, R6E, SLB&M.~~
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. P. Milford
First Party

Erron Oder
Second Party

Second Party's address:

Approved: 1st. Feb 1982

WEBER BASIN WATER CONSERVANCY DISTRICT

WEBER BASIN WATER CONSERVANCE
Frank W. Bohman

President

ATTEST:

Secretary

(SEAL)

BOOKM242 PAGE29

STATE OF UTAH)
COUNTY OF Lamie)

On this 6th day of August, 1982, personally appeared before me Ferron Elder the signers of the attached instrument, who duly acknowledged to me that they executed the same.

Donald Lee Hart
Notary Public

Residing at: Ogden, Utah

My commission expires:

Sept 30 1982

STATE OF UTAH)
COUNTY OF Utah)

On this 6th day of August, 1982, personally appeared before me Frances H. BeMillard the signers of the attached instrument, who duly acknowledged to me that they executed the same.

Elaine Condy
Notary Public

Residing at: S. L. City

My commission expires:

2-19-85

(SEAL)

BOOKM 242 PAGE 30

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:

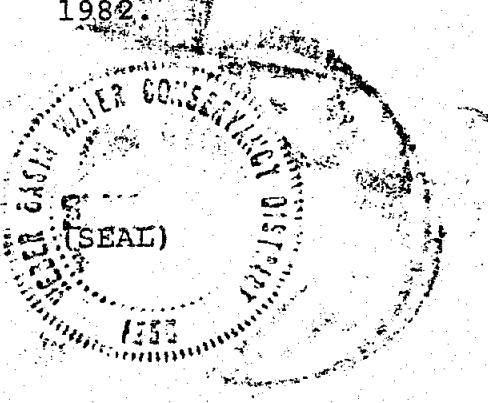
	<u>Acre-feet</u>
1. Frances H. ReMillard, assignor Bagley & Company, assignee	1.0
2. Frances ReMillard, assignor Ferron Elder, assignee	2.0
3. Charles H. Wagner, Suzanne M. Wagner, assignors James L. Shaw, Bonnie J. Shaw, assignees	1.0

WEBER COUNTY:

1. David Dee Burton, Constance D. Burton, assignors Carl Heath, G. Jeanette Heath, assignees	1.0
2. Joseph J. 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