

File Sub # 2 Hecla - 13, 2, 13

Entry No. 402163
Recorded 11-14-83 10:01 AM
Bk. 355 Pg. 160-165 Fee: none
Lilly Mae Heorlander

Lilly Mae Heorlander
Recorder of Grand County
MSD

CONTRACT

THIS AGREEMENT, made and entered into this ^{9th} ~~1st~~ day of ~~September~~ ^{November}, A.D. 1983, by and between SPANISH VALLEY WATER & SEWER IMPROVEMENT DISTRICT, a body corporate and politic, herein-after referred to as "DISTRICT," and HECLA SUBDIVISION COOPERATIVE ASSOCIATION, hereinafter referred to as "HECLA."

WITNESSETH:

WHEREAS, in years past a culinary water system was installed by Hecla that delivered water to the residents in Hecla Subdivision and

WHEREAS, Hecla on the 26th day of August 1980, conveyed all its right, title and interest in and to the mains and laterals of said system to District, and

WHEREAS, in consideration of the transfer of said water system, District agreed to lay a six (6) inch irrigation water main suitable for irrigation purposes in a sewer trench along the main line and a one (1) inch line in the lateral trenches, and

WHEREAS, the State of Utah Health Department has objected to the placing of the irrigation lines in the sewer trench, and

WHEREAS, the Parties hereto have mutually agreed to compensate Hecla in a different manner, than as set forth in the said contract dated August 16, 1980, above referred to.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto it is agreed as follows:

1. That Paragraph 7 of said Contract dated August 26, 1980 and recorded in the Office of the Grand County Recorder in Book 310 at Pages 590-592, is hereby rescinded.

2. That District shall pay to the owner or owners of each Lot in the said Subdivision presently hooked into the water system of District the sum of One Thousand Dollars (\$1,000.00).

3. That in addition to water mains and laterals, Hecla shall and by these presents does assign and forever quit claim to the District, all its right, title and interest in and to all water and water rights presently owned or applied for and used by the residents in said Hecla Subidivision, in Grand County, State of Utah.

4. In addition to the water rights hereby conveyed, Hecla also conveys all its right, title and interest in and to all tanks, pumps, pipes, connections and other appurtenances connected with the said water system, retaining only to said Subdivision the land on which the above described facilities are located.

5. It is further agreed by and between the Parties hereto the District shall pay the Owners or Assigness of the Lots hereto referred to individually within ten (10) days from the date this Agreement is executed, however, ~~the District shall have the right to deduct from such payment all obligations or debts owed to District by any Owner in said District.~~

6. District shall have a period of ^{One year}~~Five (5)~~ years from the date hereof to remove the property from the premises of Hecla.

IN WITNESS WHEREOF, the Parties hereto have set their hand and seal the day and year first above written.

SPANISH VALLEY WATER AND SEWER IMPROVEMENT DISTRICT

By *Darwin Gilger*
Chairman

ATTEST:

 Neal Dalton
Clerk


HECLA SUBDIVISION COOPERATIVE ASSOCIATION


By *John W. West*
President

ATTEST:

 Prenda Marlar
Secretary

STATE OF UTAH)
County of Grand)

On the 9th day of November, A. D. 1983, personally appeared before me W. DARWIN GILGER and NEAL DALTON, who being by me duly sworn did say, each for himself, that he the said W. Darwin Gilger is the Chairman, and he the said Neal Dalton, is the Clerk of SPANISH VALLEY WATER AND SEWER IMPROVEMENT DISTRICT, 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 W. Darwin Gilger, Chairman, and he, Neal Dalton, Secretary, each duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

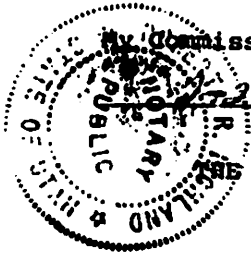

Commission Expires: 5-84

 Robert R. Highland
Notary Public
Residing in Moab, Utah

STATE OF UTAH)
: ss
County of Grand)

On the 3rd day of Aug., A.D. 1983, personally appeared before me JOHN WEST and BRENDA MARLAR, who being by me duly sworn did say, each for himself, that he, the said John West is the President and she the said Brenda Marlar is the Secretary of HECLA SUBDIVISION COOPERATIVE ASSOCIATION, 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 John West and Brenda Marlar, each duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

Robert P. Highland
Notary Public
Residing in: Moab, Utah



My Commission Expires:
7-25-84

THE ABOVE AND FOREGOING CONTRACT IS HEREBY APPROVED.

Edwin C. Robbin
Richard K. Hawks
Paul Hamilton
John W. West
Harvey Braxton
Thomas R. Richards
James K. Briggs
Dorothy J. Lough
Olivia Wright
Harold W. Austin
Subsequent to contract
PA Brouss

HECLA SUBDIVISION COOPERATIVE ASSOCIATION
Spanish Valley Water & Sewer Improvement District
Contract Sept. 1, 1983

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Jessie Skuse
Frank Wilson
J E Leachman
Judy Ann Pratt
Tom Tard
Bill Mader
Neil A. Harker
Glad Wilson
Paul King
Simon T. Tamm
Bert Blosser

