

Account No. 46906

\$30.00 Fee  
Paid \_\_\_\_\_

00596782 Bk01391 Pg00402-00407

ALAN SPRIGGS, SUMMIT CO RECORDER  
2001 AUG 28 11:53 AM FEE \$20.00 BY CJW  
REQUEST: WEBER BASIN WATER

### ASSIGNMENT

*sm* *llh* *ps* THIS ASSIGNMENT, made this 28 day of June, 2001, by and between Silver Springs  
Water Company, <sup>*a partnership*</sup> as First Party, and Mountain Regional Water Special Service District, as Second  
Party,

### WITNESSETH

1. WHEREAS, under date of November 24, 1975, Ralph W. and Marie W. Wallin, as Purchaser, entered into a contract with Weber Basin Water Conservancy District for the purchase of 130 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 M115 of Records, Pages 536-541, and

2. WHEREAS, Partnership Investments of Colorado under date of March 5, 1979, assumed from Ralph W. and Marie W. Wallin 130 acre-feet of water covered by the aforesaid contract, upon purchase by Partnership Investments of Colorado of lands described in aforesaid contract, which contract was thereafter recorded in the office of the County Recorder of Summit County, Utah, in Book M132 of Records, Pages 71-72.

3. WHEREAS, under date of August 31, 1981, the said Partnership Investments of Colorado, assigned and transferred to Silver Springs Water Company, <sup>*a partnership*</sup> all of the right, title and interest in and to 130 acre-feet of water referred to in Paragraph 1 above, which contract was thereafter recorded in the office of the County Recorder of Summit County, Utah, in Book M205 of Records, Pages 751-754,

4. WHEREAS, First Party now desires to assign and transfer to Second Party hereunder, First Party's right, title and interest in and to 130.0 acre-feet of water referred to in Paragraph 1 above,

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

5. FIRST PARTY hereby assigns and transfers to Second Party, all of First Party's right, title and interest in and to 130.0 acre-feet of water referred to in Paragraph 1 above,

6. SECOND PARTY, in consideration of such assignment, hereby agrees with First Party, and with Weber Basin Water Conservancy District, 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) \$15.00 per acre-foot of water, being a total of \$1950.00 to apply on the District's obligation under the repayment contract No. 14-06-400-33 between the United States and the District, as it has been or may be amended and supplemented.
- (b) An amount not to exceed \$5.00 annually as determined by the District to pay the District's special costs and expenses in administering this allotment.
- (c) An amount equal to the assessments imposed by the State 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 Trustees 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.

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7. 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.

8. 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:

*See EXHIBIT "A", attached JMS.*

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

10. In order to secure the annual payments called for by Paragraph 6 of this contract, Purchaser agrees to impose and collect such fees or charges, including penalties and interest for delinquencies as specified by Section 17A-2-1320, UCA (1953), for any water, services, or facilities provided by it as shall always be sufficient to meet its annual operating and maintenance expenses and its obligations to Weber Basin in accordance with said Paragraph 6 above. In the event of a shortage of revenue for such obligations, Purchaser agrees to pay District first out of revenues received.

11. Second Party (assignee) hereby agrees to commit to Weber Basin Water Conservancy District sufficient security as determined by the Weber Basin Water Conservancy District and to supply whatever documentation is so required by Weber Basin Water Conservancy District prior to this Assignment becoming effective wherein such commitment and documentation shall be a condition precedent to this Assignment.

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12. The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this contract shall belong to the United States or the Weber Basin Water Conservancy District for the use and benefit of the Weber Basin Project.

FIRST PARTY: Silver Springs Water Company, a partnership *SM*  
ADDRESS: P.O. Box 982320  
Park City, UT 84098

By: *[Signature]*  
Its: President and Partner

Attest: *[Signature]*

SECOND PARTY: Mountain Regional Water Special Service District *MB*  
ADDRESS: ~~265 East 100 South #300~~ P.O. Box 982320  
~~Salt Lake City, UT 84111~~ Park City, UT 84098

By: *[Signature]*  
Its: General Manager

Attest: *[Signature]*, Counsel

APPROVED: July 27, 2001

WEBER BASIN WATER CONSERVANCY DISTRICT

President *[Signature]*  
Norman J. Montgomery

ATTEST: *[Signature]* Secretary

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# ATTESTATIONS

## FIRST PARTY

STATE OF UTAH )  
COUNTY OF Salt Lake :SS

On this 28<sup>th</sup> day of June, 2001, personally appeared before me Robert M. Larsen, who being by me duly sworn, did say that they are the partner of Silver Springs Water Co., and that the foregoing instrument was signed on behalf of said company, and said partner acknowledged to me that said company executed the same. partnership



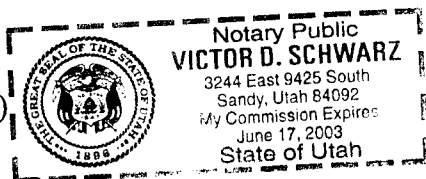
(SEAL)

Michelle A. Somers  
Notary Public

## SECOND PARTY

STATE OF UTAH )  
COUNTY OF San Juan :SS

On this 20<sup>th</sup> day of June, 2001, personally appeared before me Pouy Evans and John M. Berg, who being by me duly sworn, did say that they are the General Managers and Co-ops of INDIRSSD, and that the foregoing instrument was signed on behalf of said company, and said General, John M. Berg acknowledged to me that said company executed the same. district



(SEAL)

V. D. Schwarz  
Notary Public

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# EXHIBIT A

## DESCRIPTION:

BEGINNING AT A POINT SOUTH 00°03'43" EAST 1351.71 FEET FROM THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT BEING THE NORTHWEST CORNER OF THE COVE AT SUN PEAK SUBDIVISION AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AS ENTRY NO. 456153 AND RUNNING THENCE EAST 869.68 FEET ALONG THE NORTH LINE OF SAID COVE AT SUN PEAK SUBDIVISION; THENCE SOUTH 88°15'43" EAST 196.31 FEET TO THE NORTHWEST CORNER OF NORTHSHORE SILVER SPRINGS SUBDIVISION NO. 1-G PLAT B AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AS ENTRY NO. 326685; THENCE SOUTH 89°08'27" EAST 2264.17 FEET ALONG SAID NORTHSHORE SILVER SPRINGS SUBDIVISION NO. 1-G PLAT B, TO AND ALONG THE NORTH LINE OF SILVER SPRINGS SUBDIVISION PHASE 1B AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AS ENTRY NO. 169204; THENCE SOUTH 03°05'00" EAST 1289.24 FEET ALONG THE EAST LINE OF SAID SILVER SPRINGS SUBDIVISION PHASE 1B; THENCE SOUTH 89°53'00" EAST 99.11 FEET ALONG THE NORTH LINE OF SAID SILVER SPRINGS SUBDIVISION PHASE 1B; THENCE SOUTH 03°10'02" EAST 2661.83 FEET ALONG THE EAST LINE SAID SILVER SPRINGS SUBDIVISION PHASE 1B TO AND ALONG THE EAST LINE OF A DEED OWNED BY DAN C. HUNTER INC RECORDED AS SUMMIT COUNTY DOCUMENT NO. PP-91-5 TO THE SOUTH LINE OF SAID SECTION 30; THENCE SOUTH 89°15'54" WEST 984.38 FEET ALONG SAID SOUTH LINE OF SECTION 30 TO THE EAST LINE OF A DEED RECORDED IN BOOK 764 PAGE 503; THENCE SOUTH 00°26'46" EAST 441.41 FEET ALONG SAID EAST LINE; THENCE SOUTH 89°19'53" WEST 1262.72 FEET ALONG SAID DEED TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE ROUTE 224 HIGHWAY KNOWN AS PROJECT NO. 060; THENCE SOUTH 00°20'19" EAST 2349.93 FEET ALONG SAID WEST RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF A DEED AS RECORDED IN BOOK 664 PAGE 012; THENCE SOUTH 200.00 FEET ALONG THE EAST LINE OF SAID DEED; THENCE WEST 511.00 FEET ALONG THE SOUTH LINE OF SAID DEED; THENCE NORTH 01°35'01" WEST 150.48 FEET ALONG THE WEST LINE OF SAID DEED TO THE SOUTHEAST CORNER OF FROSTWOOD A PLANNED COMMUNITY AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AS ENTRY NO. 573023; THENCE ALONG THE BOUNDARY OF SAID FROSTWOOD A PLANNED COMMUNITY THE FOLLOWING 9 COURSES: (SOUTH 89°55'10" WEST 312.12 FEET; THENCE NORTH 1240.08 FEET; THENCE NORTH 68°49'08" WEST 210.07 FEET; THENCE NORTH 41°58'44" EAST 60.00 FEET; THENCE NORTH 61°04'36" WEST 187.87 FEET; THENCE NORTH 89°30'00" WEST 263.88 FEET TO THE WEST LINE OF SECTION 31; THENCE NORTH 00°00'06" WEST 74.06 FEET ALONG SAID WEST SECTION LINE; THENCE NORTH 88°57'12" WEST 1341.75 FEET, THENCE SOUTH 00°06'36" EAST 1354.90 FEET); THENCE NORTH 89°15'57" WEST 4015.05 FEET LEAVING SAID FROSTWOOD A PLANNED COMMUNITY TO AND ALONG A DEED AS RECORDED IN BOOK 1102 PAGE 492 TO THE WEST QUARTER CORNER OF SECTION 36; THENCE NORTH 00°09'21" WEST 4072.64 ALONG THE WEST LINE OF SAID DEED TO THE SOUTHEAST CORNER OF A DEED AS RECORDED IN BOOK 1285 PAGE 1227; THENCE NORTH 89°47'29" WEST 1338.79 FEET ALONG SAID DEED; THENCE NORTH 00°20'06" WEST 4068.54 FEET ALONG THE WEST LINE OF SAID DEED; THENCE NORTH 89°47'04" EAST 1339.22 FEET TO THE NORTHEAST CORNER OF SECTION 26; THENCE SOUTH 01°31'52" WEST 179.08 FEET TO THE NORTHWEST CORNER OF SECTION 25; THENCE SOUTH 89°50'18" EAST 493.59 FEET ALONG THE NORTH LINE OF SAID SECTION 25 TO THE WEST LINE OF A DEED AS RECORDED IN BOOK 1285 PAGE 1227; THENCE NORTH 14°56'15" EAST 193.16 FEET ALONG SAID WEST DEED LINE; THENCE SOUTH 79°30'11" EAST 377.31 FEET ALONG SAID DEED LINE; THENCE EAST 193.68 FEET ALONG SAID DEED LINE; THENCE SOUTH 20°04'23" EAST 127.50 FEET ALONG SAID DEED LINE; THENCE SOUTH 89°40'02" EAST 1278.42 FEET TO THE SOUTHWEST CORNER OF A DEED AS RECORDED IN BOOK 1285 PAGE 1227; THENCE NORTH 00°04'26" WEST 100.00 FEET ALONG SAID DEED; THENCE SOUTH 89°54'43" EAST 1306.80 FEET ALONG SAID DEED, THENCE SOUTH 00°00'16" EAST 1747.87 FEET ALONG THE EAST DEED LINE OF A DEED AS RECORDED IN BOOK 1285 PAGE 1227; THENCE EAST 1651.77 FEET ALONG SAID DEED TO THE WEST LINE OF SECTION 30; THENCE NORTH 00°03'43" WEST 293.61 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.