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ABSTRACTED:
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138192

1	2	Book M94
6	4.58	752
Ralph Wallin		764
23.00	Wanda Y. Sprague	
INDEXED	ABSTRACT	

WATER AGREEMENT

THIS AGREEMENT is made by and between RALPH WALLIN and MARIE W. WALLIN, his wife, hereinafter jointly referred to as "Wallin", PARTNERSHIP INVESTMENTS OF COLORADO, INC., a Colorado corporation, hereinafter referred to as "Partnership", and PARK WEST WATER ASSOCIATION, a Utah non-profit corporation, hereinafter referred to as "Association".

R E C I T A L S :

A. Wallin and Partnership are each a successor in interest to portions of real property and to portions of Water Rights 411 and 416 in Summit County originally owned by Fletcher Farms Company, and in addition, Partnership is a successor in interest to certain other real property and a portion of Water Right 412 originally owned by David Snyder. Said water rights are principally for use of water during the irrigation season and are identified and decreed in the case of Plain City Irrigation Co. v. Hooper Irrigation Co., et al., Civil No. 7487 by the District Court in and for Weber County, State of Utah, which case was decided in 1937. The deeds by which Wallin and Partnership acquired their property and water rights are attached hereto as Exhibits "A" and "B" respectively, and are deemed a part hereof by this reference.

B. Wallin and Partnership have each negotiated with Weber Basin Water Conservancy District separate water contracts for the use of winter water from Spring Creek Spring. Wallin and Partnership have each filed exchange applications (Nos. 942 and 947 respectively) with the Utah State Engineer for the use of said winter water under said contracts.

C. Partnership is presently furnishing water to Association, a non-profit corporation, whose primary purpose is operating a culinary water system located on Partnership's property in Summit County, State of Utah. In connection therewith,

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See Assignment # 150180 Ab M121 p. 360 - 74

Association is obtaining water from Partnership and has agreed to deliver said water to subscribers and users of the above said system.

D. The parties recognize that the Wallin and Partnership applications conflict insofar as the economical operation of Association's water system is concerned. Wallin and Partnership desire to resolve their differences pertaining to the said applications filed with the Utah State Engineer and with regards to their use of water under Rights 411 and 416.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants contained herein, the parties agree as follows:

1. Acknowledgment of Water Rights. The parties agree that under Water Right 411 and supplemental Water Right 416 Wallin is entitled to use thirty-nine and thirty-seven hundredths percent (39.37%), and Partnership is entitled to use sixty and sixty-three hundredths percent (60.63%) of the water represented by said water rights. However, a portion of Wallin's water shall be diverted into Partnership's system to supply thirty (30) homes to be built on the Wallin property, and therefore the water evidenced by Rights 411 and 416 shall be apportioned and divided so that Wallin receives thirty-eight and sixty-one hundredths percent (38.61%), and Partnership receives sixty-one and thirty-nine hundredths percent (61.39%) of the water represented by said water rights. The parties further agree and acknowledge that Wallin has no interest in Right 412 and that this Agreement does not affect any interest of James Murnin in Right 412.

2. Exchange Application 942 and 947. As part of the consideration of this Agreement, Wallin agrees to assign all his right, title and interest in Exchange Application No. 942 filed by Wallin with the Utah State Engineer on November 11, 1975, to Partnership, and shall execute all documents and papers which shall transfer to Partnership the ownership thereof, and Wallin shall discontinue and withdraw his application to purchase water

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from the Weber Basin Water Conservancy District. Partnership shall assume all/^{future}obligations and burdens under Exchange Application No. 942 and shall substitute its own contract with Weber Basin Water Conservancy District for the contract withdrawn by Wallin, and shall save Wallin harmless thereunder. Wallin further agrees to withdraw his protest to Exchange Application No. 947 filed by Partnership with the Utah State Engineer on December 11, 1975, and shall cooperate in every reasonable way without expense to Wallin in causing the approval of said application.

3. Use of the Water System by Wallin. Partnership and Association, and their successors and assigns, agree to furnish Wallin and his successors and assigns domestic water service from Association's domestic water system, presently under construction, for the year round use of thirty (30) homes to be constructed on portions of the land acquired by Wallin from Fletcher Farms. It is understood that domestic water service shall be the amount of water reasonably necessary for the needs of a family household, without waste, for washing, drinking, cooking, sanitation, and other household purposes, and for the watering of a small lawn area and a garden plot not to exceed 1/4 acre. Said thirty (30) residential homes shall be treated on an equal basis with all other domestic connections on the system with regards to surplus or shortages of water. The obligation and duty to supply domestic water service to said thirty (30) residential homes on the Wallin property shall be a continuing obligation, and shall be binding on Partnership's successors and assigns in perpetuity and shall run to the benefit of each of the thirty (30) residential homes.

4. Construction of Pipeline. Wallin, at his option and at a time selected solely by him or his successors and assigns, and at his own expense, shall construct a pipeline a maximum of ten (10) inches in diameter from Partnership's system chlorinator, collection box or storage tank (should he so elect) to the site where the thirty (30) residential homes are to be built. All costs of laying and constructing said pipeline and all costs of purchasing

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and installing water meters and/or other equipment required to properly measure and otherwise deliver water to the homes on the Wallin property shall be borne by Wallin. Wallin shall further insure that all work performed and materials used in making water available to the homes on the Wallin property shall conform with all reasonable standards and regulations imposed by Association and/or the State of Utah or its legal subdivisions.

5. Cost of Water. Other than the costs heretofore set forth in paragraph 4 above, the thirty (30) residential homes on the Wallin property shall be entitled to receive water services from Association's system at no capital cost. However, Association may charge each home a reasonable rate for water actually used by said home. Wallin and his successors in interest agree to be bound by all reasonable rules and regulations of Association relating to the providing of water services, and to make payment therefore as billed, after each home is connected to the system. The rate so charged shall be the same rates charged to other domestic connections on said system and services shall be the same. Association shall be responsible for reading the water meters, billing and collecting the water charges from said thirty (30) residential homes.

6. Right-of-Way. As a part of a consideration for this Agreement, Partnership shall grant Wallin a right-of-way across the land which Partnership acquired from Canyon Rim Stake for the purpose of allowing Wallin to construct the pipeline described in paragraph 4 of this Agreement. Said right-of-way shall be across that portion of Partnership's property which will allow Wallin a direct or convenient route from Association's system to Wallin's subdivision. However, said right-of-way shall be located so as not to interfere with Partnership's development of its property. Within 30 days after notice by Wallin to Partnership that Wallin intends to construct the pipeline, Wallin and Partnership and/or their respective representatives shall meet and decide on a convenient route for Wallin's pipeline, and Partnership shall thereafter execute the proper documents conveying said right-of-way to Wallin.

7. Completion of Pipeline. As soon as is reasonable after the pipeline heretofore described in paragraph 4 is completed, the engineer for Partnership shall inspect the same and shall certify that said pipeline has been constructed in a proper manner and meets all the reasonable requirements heretofore set forth in paragraph 4 of this Agreement. Upon such certification, Wallin shall convey said pipeline, together with a right-of-way where said pipeline crosses Wallin's property to Association or its successors and assigns, and Association or its successors or assigns shall accept the same. From that time, Association or its successors and assigns shall assume and shall be responsible for operation and maintenance of said pipeline, and shall operate and control and own the same. Thenceforth, each of the thirty (30) residential homes shall be treated on an equal basis with any other domestic user on said system, and Partnership or its successor shall have full responsibility and obligation of providing domestic water service to said homes. Notwithstanding, Wallin shall remain responsible for the costs of connecting each individual home onto said system, including the costs of water meters or other measuring devices as heretofore set forth in paragraph 4 of this Agreement. As soon as a home is connected to the system, and begins using water therefrom, the water measuring device for that home shall become the property of Association or its successors and said Association shall have the obligation and duty of maintaining and reading the same. Since Wallin shall bear the cost of connecting the homes to the system, neither Association nor its successors or assigns shall have the right to charge an initial fee for connecting such homes onto the system.

8. Other Connections. Partnership and/or Association shall have the right to connect other homes onto the pipeline built by Wallin up to the capacity thereof, under the conditions that all such additional connections are made in compliance with all reasonable rules and regulations of Association and/or the State of Utah or its legal subdivision. For each such connection

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made to said Wallin pipeline, Wallin shall receive \$100.00 or 50% of the connection fee, whichever is greater, to help reimburse his costs for building the pipeline until such costs are recovered.

9. Water Used by Canyon Rim Stake. It is expressly understood by the parties that any water rights or portions thereof reserved by Canyon Rim Stake shall be counted against, and shall be supplied out of the proportionate share of Partnership or its successors or assigns.

10. Successors and Assigns. This Agreement shall be binding on all heirs, successors and assigns of the parties hereto.

DATED this 10th day of May, 1977

PARTNERSHIP INVESTMENTS OF COLORADO
INC.

By Jerome A. Zwaan
Vice President
PARK WEST WATER ASSOCIATION

By Stephen B. Utley
Ralph W. Wallin
RALPH WALLIN

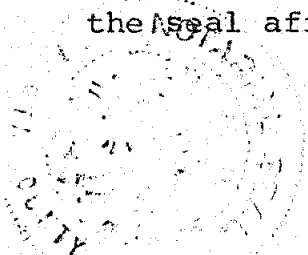
Marie W. Wallin
MARIE W. WALLIN

Minnesota
STATE OF ~~UTAH~~)
Benneville) SS.
COUNTY OF ~~SALT LAKE~~)

On the 10th day of May, 1977, personally appeared before me Jerome A. Zwaan and _____, who being by me duly sworn did say, each for himself, that he, the said Jerome A. Zwaan is the _____, and he, the said _____ is the _____ of PARTNERSHIP INVESTMENTS OF COLORADO, INC., 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

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Jerome A Zwan and _____ each duly
acknowledged to me that said corporation executed the same and that
the seal affixed is the seal of said corporation.



Mary J. Halverson
NOTARY PUBLIC
Residing at: Steele City, Minn.

My Commission Expires:

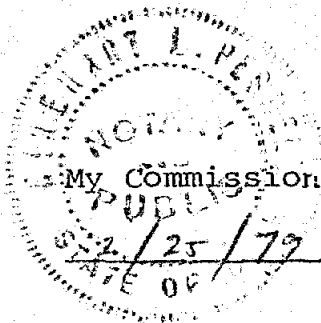
4-21-84

STATE OF UTAH)

COUNTY OF Salt Lake)

ss.

On the 4th day of April, 1977, personally
appeared before me Stephen B Utley and _____,
who being by me duly sworn did say, each for himself, that he, the
said Stephen B. Utley is the Vice President, and he,
the said Vice President is the _____
of PARK WEST WATER 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 Stephen B.
Utley and _____ each duly acknowledged to
me that said corporation executed the same and that the seal
affixed is the seal of said corporation.



My Commission Expires:

Richard L. Pershell
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 28th day of March, 1977, personally appeared before me RALPH WALLIN and MARIE W. WALLIN, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Steen E. Doyle
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:

5-11-80

In the event that PARTNERSHIP INVESTMENTS OF COLORADO, INC. defaults in its purchase of the property described in Exhibit B, Canyon Rim Stake of the Church of Jesus Christ of Latter-day Saints hereby agrees to be bound by the terms, conditions and covenants contained in this Agreement.

DATED this 16 day of May, 1977.

CANYON RIM STAKE

By

Dan K. Lawan
Stake President

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NO. 100143

Return to
MILLER & VIELE
P.O. BOX 807
SALT LAKE CITY.

WARRANTY DEED

RAY P. Greenwood and Arvilla H. Greenwood, his wife, Grantors, of Murray City, County of Salt Lake, State of Utah, hereby convey and warrant to Ralph W. Wallin and Marie M. Wallin, his wife, as joint tenants, with full right of survivorship, Grantees, of Park City, Summit County, State of Utah, for the sum of Ten and No/100 Dollars and other good and valuable considerations, the following described tracts of land in Summit County, Utah:

1- The S $\frac{1}{2}$ of SW $\frac{1}{4}$ & the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 19, Tp. 1 South, Rg. 4 ESLM, containing 120 acres, more or less.

2- Also Lot 1 of Sec. 30, Tp. 1 South, Rg. 4 ESLM, containing 40.99 acres.

3- Also beg. at a pt. 1,320 ft. S. & 1320 ft. E. from the NW cor. of Sec. 30 above described; thence E. 2,027.9 feet; thence North 30 02' West 1,296 ft; th. W. 1,959.3 ft; th. S. 1,296 ft. to beg. cont. 59.3 acres more or less.

4- Also beg. at the NE cor. of Said Sec. 30; th. S. 2,640 ft. to SE cor. of NE $\frac{1}{4}$ of sd. Sec. 30; th. W. 1,812.4 ft. to the E. boundary of the right-of-way of the Park City Branch of the Denver & Rio Grande Railroad; thence N. 30 02' West 2,660 ft. to the N. line of sd. Sec. 30; th. E. 1,952.7 ft. to the pt. of beg. cont. 109.83 acres.

5- Also beg. at a pt. on the intersection of the N. line of Sec. 30 above described & the West boundary of the right-of-way of the Park City Branch of the Denver & Rio Grande Railroad; and running thence West along the North line of said Section Thirty a distance of 3,277 feet, more or less, to the NW corner of said Section 30; thence South 24 feet; thence East 3,278 feet more or less, to the West boundary of the right-of-way of said Railroad; thence N. 30 02' West along said right-of-way 24.3 feet to beginning, containing 1.8 acres, more or less.

6- Also the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$, & the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 29, Tp. 1 S. Rg. 4 ESLM, containing 60 acres of land.

excepting from the foregoing parcels the following: Beg. at a point on the Wily boundary line of County Road or highway, at intersection of South line of Lot 1, said point being South 1,320 feet, and East 826 feet, from the NW cor. of Lot 1, Sec. 30, Tp. 1 S. Rg. 4 ESLM; and run along Wily line of highway N. 14 10' E. 264 ft; th. W. 170.14 ft; th. on a line parallel with Wily line of said Highway S. 14 10' W. 264 ft; th. E. 170.14 ft. to beg. cont. 1 acre.

Also excepting that certain tract of land containing 4.00 acres, more or less, located in said Section 30, conveyed to Summit County, a municipality corporation, by deed recorded August 14, 1928 in Book 0 of Warranty Deeds, page 350-351, of the records of Summit County, Utah.

Including the old Denver & P. Grande Railroad Right of Way running through and contiguous to parcels 4 & 1 above described, it being the intention of Grantors to convey unto Grantee all of the Real Property above set forth and within the fence lines as exhibited to Grantees at the time of consummation of that certain Real Estate Exchange Agreement dated February 15, 1953 between the parties hereto, and recorded June 5, 1959 in Book 3-A of Miscellaneous, at pages 435-439, Summit County Records.

Together with all water rights of every kind and character now used or enjoyed on the above described land, whether evidenced by certificates or shares in incorporated companies or not, natural or otherwise.

Witness the hands of said grantors this 23rd day of November, 1964.

Ray P. Greenwood
Ray P. Greenwood

Arvilla H. Greenwood
Arvilla H. Greenwood

STATE OF UTAH (SS.)
COUNTY OF SALT LAKE (

On the 5th day of January, 1965, personally appeared before me Ray P. Greenwood and Arvilla H. Greenwood, his wife, the signors of the within instrument, who duly acknowledged to me that they executed the same.

(NOTARIAL SEAL)

J.F. Hecsey
Notary Public.

My Commission Expires: 4/12/68

Residing in Sandy, Utah

Recorded at the request of Utah Savings & Trust Abstract, January 8, A.D. 1965 at 9:14 A.M.

Wanda Y. Spriggs, Summit County Recorder:

WARRANTY DEED

(CORPORATE FORM)

CANYON RIM STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a corporation sole organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, County of Salt Lake, State of Utah, Grantor, hereby CONVEYS AND WARRANTS title to the below noted property as shown in the preliminary title report dated October 25, 1972, issued by Western States Title Co., subject to the exceptions noted therein, to PARTNERSHIP INVESTMENTS OF COLORADO, INC., a Colorado corporation, Grantee, for TEN AND NO/100 DOLLARS, and other good and valuable consideration, the following described tracts of land in Summit County, State of Utah:

(See Exhibit "A")

IN WITNESS WHEREOF, the said Grantor has hereto subscribed its name and affixed its corporate seal this 31st day of October, 1972.

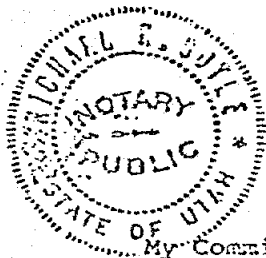
CANYON RIM STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
A Utah Corporation Sole

By Stanley G. Smith
Corporation Sole

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 31st day of October, 1972, before me the undersigned, a Notary Public in and for said County and State, personally appeared STANLEY G. SMITH, known to me to be the President of the Canyon Rim Stake of the Church of Jesus Christ of Latter-day Saints, and known to me to be the corporate sole of the Canyon Rim Stake of the Church of Jesus Christ of Latter-day Saints, who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

Witness my hand and official seal.



My Commission Expires:

JUNE 3, 1973

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Michael R. Sullivan
NOTARY PUBLIC in and for said County and State

Entry No. <u>137715</u>	Book <u>M 42</u>
RECORDED <u>11-21-72</u>	at <u>4.00</u> M Page <u>607-609</u>
REQUEST of <u>Walter P. Faber Jr. (Watkins & Faber)</u>	
FEE <u>8.00</u>	By <u>Wanda Y. Spang</u>
INDEXED <u>1</u>	ABSTRACT <u>1</u>

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EXHIBIT "A"

PARCEL 1:

All of Section 25, Township 1 South, Range 3 East, Salt Lake Base and Meridian.
EXCEPTING THEREFROM: Beginning at the Northeast corner of said Section 25, and running thence West 1550 feet along the North line of said Section 25; thence South 1550 feet; thence East 1650 feet to the East line of Section 25; thence North 1550 feet along said East line to the point of beginning.

All of the North half of the Northeast quarter, the Southwest quarter of the Northeast quarter, and the Northwest quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Containing 357.50 acres, more or less.

PARCEL 2:

Part of Sections 30 and 31, Township 1 South, Range 4 East of the Salt Lake Base and Meridian; described as follows:

Beginning at a point 80 rods South from the Northwest corner of said Section 30; and running thence East 3347.7 feet, more or less, to the West line of the right of way of the Denver & Rio Grande Western Railroad Company; thence South 3°02' East along said line 1320 feet, more or less, to the South line of the North east quarter of said Section 30; thence West 777.76 feet, more or less, to the center of said Section 30; thence South 160 rods, thence West 70 rods to center of a road; thence South along center of said road 681 feet; thence North 86°48' West 463 feet; thence South 100 feet; thence North 86°43' West 234 feet; thence South 0°28' East 168 feet, more or less, to a corner of the tract of land conveyed to William Archibald by another deed recorded March 23, 1929, in Book "O" of Warranty Deeds, at Page 456 of the records of said Summit County; thence South 0°78' East 76.73 feet along boundary of the last mentioned land; thence North 89°30' West along the boundary of the last mentioned land 787.16 feet to the West line of said Section 31; thence North 979 feet to the Northwest corner of said Section 31; thence continuing North along the West line of the aforesaid Section 30, 240 rods, more or less, to the point of beginning.

EXCEPTING THEREFROM: That portion of said tract conveyed to Summit County for Highway purposes in warranty deed recorded August 14, 1928, in Book O, at Page 350, of the Official Records.

ALSO EXCEPTING THEREFROM: A rectangular piece of land with dimensions of 42 feet by 52 feet as indicated by an iron fence as it is actually situated within the following description: Commencing at a point 190 feet West and 50 feet North, more or less, from the Southeast corner of the Southwest quarter of the Southwest quarter of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 150 feet; thence West 150 feet; thence South 150 feet; thence East 150 feet to the place of beginning, situate in the SW 1/4 of said Section 30, Township and Range aforesaid; TOGETHER with a right of way not to exceed 10 feet in width for egress and ingress over and across Buyer's adjoining land from and to State Highway No. 249 or such other public highway as will provide convenient and reasonable access to the tract herein excepted.

Containing 295.34 acres, more or less.

Parcel 3:

Beginning at a point 851.4 feet South and South 86°49' East 788.39 feet from the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 86°40' East 344 feet; thence North 0°23' West 168 feet; thence North 86°48' West 344 feet; thence South 0°23' West 168 feet to the point of beginning.

Containing 1.33 acres, more or less.

PARCEL 4:

A strip or parcel of land, 99 feet in width, being 49.5 feet wide on each side of what was the center line of the main track of the Park City Branch of the Denver & Rio Grande Western Railroad Company, as constructed over and across the West half of the Southeast quarter of Section 30 and the Northwest quarter of the Northeast quarter of Section 31, all in Township 1 South, Range 4 East, Salt Lake Base and Meridian, near Snyderville, in Summit County, State of Utah, said center line of main track intersecting the North line of said West half of the Southeast quarter of Section 30, at a point about 577.5 feet West from the Northeast corner thereof and extending thence Southeasterly a distance of about 3974 feet to a point in the South line of said Northwest quarter of the Northeast quarter of Section 31, about 313.5 feet West from the Southeast corner thereof; being the same land conveyed by Ephraim Snyder and Susannah Snyder, his wife, to the Utah Central Railroad Company, predecessor in interest to the Denver & Rio Grande Western Railroad Company by deed executed the 28th day of August, 1900, and recorded in Book "C" of deeds at Page 430, in the official records of Summit County, Utah.

Containing 9.09 acres, more or less.

PARCEL 5:

A tract of land in Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian, particularly described as follows: Commencing at the Northwest corner of the Southeast quarter of said Section 30; thence South 2770.5 feet, more or less, to the South boundary line of Section 30; thence East along said boundary line 904.5 feet, more or less, to a point on said South boundary line of Section 30, which is in the West boundary line of the right of way of the Denver & Rio Grande Western Railroad Company; thence Northerly along said Westerly boundary line of said railroad right-of-way to the North boundary line of the Southeast quarter of Section 30; thence Westerly along said boundary line 747 feet, more or less, to the place of beginning.

Containing 52.54 acres, more or less.

PARCEL 6:

The following described tract of land in Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, to-wit: Commencing at a point on the North boundary line of said Section 31, where said boundary line is intersected by the West line of the right of way of the Denver & Rio Grande Western Railroad Company; thence Southerly along the West line of said railroad right of way 80 rods, more or less, to the County Road; thence West 2 rods; thence Northerly parallel with said railroad right of way and 2 rods distant therefrom, 20 rods, more or less, to the North boundary of said Section 31, thence East 2 rods to the place of beginning.

Containing 1 acre, more or less.

PARCEL 7:

The East half of the Northeast quarter, and the Northeast quarter of the Southeast quarter of Section 25, Township 1 South, Range 3 East, Salt Lake Meridian.

Containing 120 acres, more or less.

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