

## AGREEMENT

This Agreement is made and entered into this 30<sup>th</sup> day of January, 1998, by and between Summit Water Distribution Company, a Utah non-profit mutual water company ("SWDC") and Silver Springs Water Company, a Utah corporation (referred to hereinafter as "SSWC").

### WITNESSETH.

WHEREAS, there has been a generalized lack of understanding regarding the ownership and right(s) to use a certain source of water supply commonly referred to as Spring Creek Springs; and

WHEREAS, the parties hereto, while recognizing that others may claim an interest in the waters of Spring Creek Springs, have nevertheless decided to resolve the uncertainty in the ownership and use of said Spring that has existed between themselves.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
1998 FEB 05 12:19 PM FEE \$598.00 BY DMG  
REQUEST: FRUITT GUSHEE & BACHTELL

### I. DEFINITIONS

1. The term "Weber River Decree" is the final order of a general adjudication of water rights filed in the District Court of the Second Judicial District of the State of Utah, in and for Weber County entitled *Plain City Irrigation Company v. Hooper Irrigation Company, et al.*, No. 7487.
2. The term "Spring Creek Springs" means a source of water supply located approximately South 1008 feet and West 524 feet from the NE Corner of Section 36, Township 1 South, Range 3 East, SLB&M, and is one of the sources of water supply listed in the Weber River Decree for Award Nos. 411, 412, 413 & 416.
3. The terms "Willow Creek" and "Red Pine Creek" are two of the sources of water supply referenced in Awards 411, 412 and 416 of the Weber River Decree.
4. The term "Murnins" includes *Murnin Trust A and B*, the Murnin Family Trust and any successor to their interests in Awards 412 of the Weber River Decree.
5. The terms "Barrett" includes Steven G. Barrett, Thomas M. Barrett, and John R. Barrett, their successors or assigns under Awards 411 and 416 of the Weber River Decree.

## II. WATER RIGHTS AND USE

The parties, have fully investigated the chains of title involving ownership of Award Nos. 411, 412, 413 and 416 of the Weber River Decree, together with historical records, State Engineer records, and prior agreements with respect to the uses of Spring Creek Springs, Willow and Red Pine Creeks. Based upon that review, they have determined and compromised their respective ownership interests in the flows of Spring Creek Springs as follows:

<u>OWNER</u>	<u>AWARD NUMBER</u>	<u>PERCENTAGE OF FLOWS</u>
SWDC	Awards 411, 412, 413 and 416	70.83%
SSWC	Awards 411, 412 and 416	29.17%

## III. ALLOCATION OF WATER SUPPLY

Based on the parties' respective ownership interests in and to the flows of Spring Creek Springs as set forth above and as specifically detailed in the attached Exhibit "1", and to compromise and settle all claims the parties may have in the total flow of water issuing from Spring Creek Springs, the parties have agreed to apportion all such flows between themselves as follows:

(a) SWDC shall be entitled to divert and use 70.83% of the total flow from April 1 to November 1 of each year;

(b) SSWC shall be entitled to divert and use 29.17% of the total flow from April 1 to November 1 each year;

(c) SWDC and SSWC acknowledge that the Murnins have water rights entitling them to divert and use up to 14.97 acre feet of water per year under Award 412 of the Weber River Decree as set forth in the attached Exhibit "1". To the extent that their water right is to be satisfied from the flows of Spring Creek Springs, SWDC and SSWC agree to bypass sufficient water, up to 14.97 acre feet per year to satisfy those rights. This bypass water shall not be included in the allocation of flows set forth in paragraphs (a) and (b) of this section. The parties acknowledge, however, that the Murnins are currently connected to, and receive their water from Spring Creek Springs on an independent system. So long as Murnin's remain so connected, it shall not be necessary to by-pass additional flows from Spring Creek Springs in satisfaction of their water right. In the event Murnins connect to either the SWDC or SSWC system, it shall have no effect on the percentage ownership interest of the parties in Spring Creek Springs, regardless of which company the Murnins may connect to and/or contribute their proportionate share of Award 412.

(d) SWDC and SSWC acknowledge that the Barretts have water rights entitling them to divert and use up to 3.9 acre feet of water per year under Awards 411 and 416 of the Weber River Decree as set forth in the attached Exhibit "1". In the event Barretts refuse SWDC's offer to take their 3.9 acre feet of water from SWDC's water distribution facilities cost free, the parties agree to bypass the said 3.9 acre feet to satisfy the Barrett right. In the event of bypass, the bypass water shall not be included in the allocation of flows set forth in paragraphs (a) and (b) of this section. In the event Barretts accept SWDC's offer, the subject 3.9 acre feet will be counted against SWDC's 70.83% percentage allocation and shall not affect SSWC's 29.17% flow.

(e) SSWC shall be entitled to divert and use as much of the non-irrigation season (November 1 to March 31, inclusive) flows of Spring Creek Springs as it requires to meet its non-irrigation season culinary water demand, so long as such diversions are within the limitations of its water rights. SWDC hereby waives any claims it may have to use the flows of Spring Creek Springs during the non-irrigation season and agrees that it will not seek State Engineer approval for any non-irrigation season use of Spring Creek Springs without the consent of SSWC.

(f) SWDC agrees to deliver up to 6 acre feet of water to the SSWC ponds during the months of July, August and September each year. Said delivery obligation may be from any of SWDC's sources of water supply and shall not be restricted to Spring Creek Springs. The subject 6 acre feet shall be received by SSWC and released during the same time period in partial satisfaction of SWDC's obligation to provide irrigation/wetland maintenance water to the Swaner Memorial Park. SWDC will also use best efforts to facilitate the delivery of additional waters to the SSWC ponds as water may be made available and is excess to existing demands. SWDC will be responsible for metering delivery of said 6 acre feet of water to SSWC and as SSWC may release it from its ponds.

(g) SWDC shall obtain a release from Ranch Place Associates releasing SSWC from any commitment to provide source water for the 30 connections involved in the Agreement attached hereto as Exhibit 2. SSWC hereby releases Ranch Place Associates from any obligation to take water from the SSWC system on the lands contemplated to be served by said 30 connections.

#### IV. ACKNOWLEDGEMENTS

1. The parties interests in the total flow of the Spring Creek Springs were determined by their ownership interests in awards 411, 412, 413 & 416 of the Weber River Decree and the historical uses, approvals and agreements made allocating water between decreed sources of water supply under the referenced water rights. Based upon all available information, the parties have further compromised certain of their claims in allocating the percentage interests set forth in Sections II and III above between themselves.

2. By agreeing to apportion the water of Spring Creek Springs between themselves the parties are not thereby foregoing any claims they may have against each other or against third parties to the waters of Red Pine and Willow Creeks under awards 411, 412, 413 or 416 of the Weber River Decree or any other award.

3. The parties' rights to receive the percentage interest in the flows of Spring Creek Springs set forth in Section III were determined by the ownership, validity and good standing of the water rights claimed by each party as set forth in Exhibit "1" of this Agreement. The parties expressly accept the water rights claimed by the parties hereto as set forth in Exhibit "1" as being valid water rights in good standing, acknowledge that they have had full opportunity to investigate them and hereby waive any rights they may otherwise have to challenge the ownership, validity, use or compromises made under this Agreement. Moreover, the parties agree that the uses each may make of their proportionate share of the flows of Spring Creek Springs will not be limited to their interests in Awards 411, 412, 413 or 416, but may include other water rights currently approved or as may be approved in the future for diversion from the flows of Spring Creek Springs; provided, however, that their respective use of water under any or all water rights approved by the State Engineer for diversion from the flows of Spring Creek Springs may not exceed their respective percentage flow limitations as agreed to herein, nor shall it dilute their respective interests in the flows.

4. The allocation of flows of Spring Creek Springs between the parties is the result of their review of historical data, existing State Engineer approvals and compromise. Accordingly, the parties' agreed upon percentage interest in the flows of Spring Creek Springs cannot be increased by merely acquiring additional portions of awards 411, 412, 413 and 416 not currently held by the parties owning an interest in Spring Creek Springs as set forth in Exhibit "1". Changes in the parties' agreed upon percentage interests to the flows of Spring Creek Springs will require the written consent of both parties, which consent will not unreasonably be withheld.

5. The parties' ownership interests in awards 411, 412, 413 & 416 were derived as set forth in the Memorandum of Title attached hereto as Exhibit "1" and incorporated hereto by this reference.

6. This Agreement shall not affect the rights of third parties, if any, in the waters of Spring Creek Springs.

7. Except as otherwise provided in this agreement, nothing herein shall affect SWDC's interest in Red Pine, Willow, or East Canyon Creeks under awards 408, 409, 455 or 417 of the Weber River Decree, including claims of interference resulting from prior conveyances of interests in Awards 411, 412 and 416 by SSWC in Red Pine Creek and Willow Creek. However, SWDC will make no claims to additional flows of Spring Creek Springs under awards 408, 409, 455 or 417. Award 417 has historically been supplied with water from Willow Creek, Red Pine Creek and East Canyon Creek. Therefore, Award 417 was not included in either calculating or apportioning the waters of Spring Creek Springs.

8. In making this Agreement, it is recognized that the water diversion facilities of the parties effectively control the entire flow of Spring Creek Springs. To the extent it is necessary to provide spring water in satisfaction of third party water rights, the parties will provide for such flows in the context of allocating spring water between themselves. However, the parties acknowledge that the State Engineer has imposed by-pass flow requirements in the use of water from Spring Creek Springs for domestic purposes. In this regard, the parties agree among themselves to expressly waive any claims or demands with respect to, or for enforcement of, such by-pass flows from Spring Creek Springs as may be required under any or all of their respective water rights. Water to fill SSWC's ponds will be satisfied out of SSWC's allocation and as SWDC has agreed to cooperate with SSWC herein to augment those flows:

9. The parties understand that the peak demands being placed on their respective water systems is attributable to outside uses and irrigation demand during the summer months. The parties further recognize that it is a more efficient use of Spring Creek water to have it delivered through their respective culinary water systems to satisfy such irrigation season demand. Accordingly, the parties consent to the delivery and use of Spring Creek Springs water through their respective culinary systems for both culinary and irrigation uses.

10. The parties acknowledge that SWDC has paid in excess of Three Hundred Thousand Dollars (\$300,000.00) redeveloping the Spring Creek Springs collection system. They agree that no third-party connections can be made to the collection system or water passed through the collection system without the advance mutual consent of SWDC and SSWC.

#### V. MEASURING DEVICES

The parties shall install, operate, maintain, repair and replace measuring devices as may be necessary to measure and deliver water in accordance with this Agreement and/or as may be required by the State Engineer. They shall also install and maintain any measuring devices to measure bypass flows to satisfy third party water rights, if such measuring devices are required by the State Engineer. Flows of Spring Creek Springs will be measured out of SWDC's 24" pipeline to which SSWC will connect and receive its water supply. The point of connection shall be below the measuring device and at a mutually agreed upon location. The expense of such installation, operation, maintenance, repair and replacement shall be apportioned between the parties 70.83% SWDC and 29.17% SSWC. The plans and specifications of all such devices shall be subject to the review and approval of both SSWC and SWDC. Such devices shall also be approved as to location, type, size and quality by the Utah State Engineer. Each party reserves the right to inspect and test, at their own expense and at any reasonable time, any and all facilities for the measurement and delivery of water.

#### VI. COOPERATION

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The parties agree to cooperate with each other and maximize the usage each can make of the Spring flows, including the immediate delivery of such water into their culinary water

systems. Under Awards 411, 412, 413 and 416 it is the parties position that no additional State Engineer approvals are necessary for either party to deliver their respective allotment of Spring flows into their culinary systems, but, to the extent additional State Engineer approvals become necessary, the parties shall cooperate with each other in gaining said approvals, provided such approvals do not adversely affect either parties' agreed upon allocation in Spring Creek Springs.

#### VII. SUCCESSORS BOUND

This Agreement shall be binding upon the parties hereto and upon the successors and assigns of the parties.

DATED this 29<sup>th</sup> day of April, 1997.

SILVER SPRINGS WATER COMPANY

By: *Robert M. Howell*  
Its: *President*

SUMMIT WATER DISTRIBUTION COMPANY

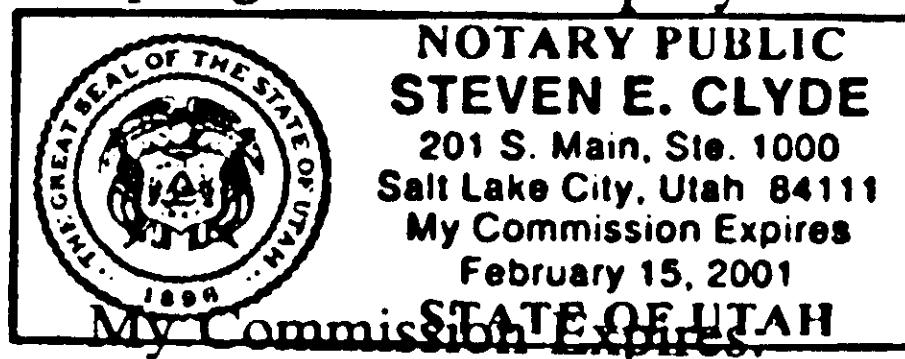
By: *Leon H. Saunders*  
Its: *President*

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ACKNOWLEDGEMENTS

STATE OF UTAH )  
COUNTY OF South ) :SS

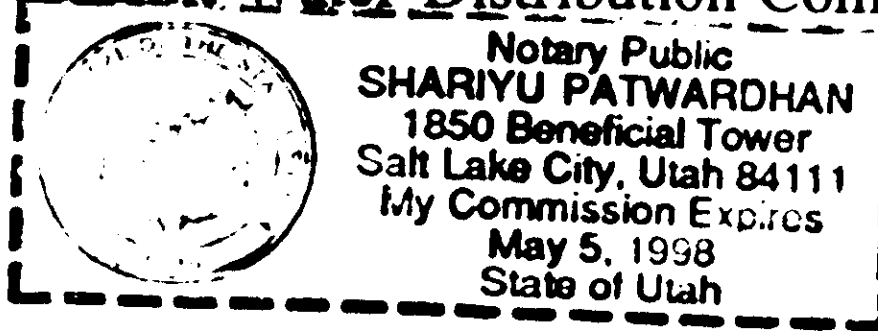
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 1997 by Robert W. Larson, President of Silver Springs Water Company.



Steven E. Clyde  
Notary Public

STATE OF UTAH )  
COUNTY OF Salt Lake ) :SS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 1997 by Gen H. Wunders, President of Summit Water Distribution Company.



Shariyu Patwardhan  
Notary Public

My Commission Expires:

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Exhibit 1

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**EXHIBIT "1"**

**MEMORANDUM OF TITLE**

This Memorandum of Title covers Awards 411, 412, 413, and 416 of the Weber River Decree, *Plain City, Irrigation Company v. Hooper Irrigation Company, et al.*, No. 7487, which historically have derived at least a portion of their water supply from Spring Creek Springs, located approximately South 1008 feet and West 524 feet from the NE Corner of Section 36, Township 1 South, Range 3 East, SLB&M, Summit County, Utah. The parties, while not foregoing any claims they may have to other decreed sources of water supply, have determined the ownership interests in Spring Creek Springs as set forth below. In preparing this Memorandum, the following documents and records have been reviewed:

1. Official records of the Summit County Recorder, Coalville, Utah, as indexed in the abstract (tract) indices for the period from inception to January 1, 1997 at 8:00 a.m. as provided by Park City Title Company for the following lands:

Township 1 South, Range 4 East, SLB&M

Section 19: S $\frac{1}{2}$ S $\frac{1}{2}$ , E $\frac{1}{2}$ E $\frac{1}{4}$   
Section 20: W $\frac{1}{4}$ W $\frac{1}{2}$   
Section 29: W $\frac{1}{2}$ NW $\frac{1}{4}$   
Section 30: N $\frac{1}{2}$ , SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$   
Section 31: N $\frac{1}{2}$ N $\frac{1}{2}$

2. Official records of the Utah State Engineer, Division of Water Rights, including any title documents, from the date of inception to January 1, 1997;
3. Historical hydrographic survey maps contained in the records of the Utah State Engineer for the above referenced Awards and the captioned lands; and
4. Various unrecorded conveyances and agreements.

Based on the title evidence listed above, and subject to the Commentary, Qualifications and Requirements set forth below, ownership of the flows of Spring Creek Springs is vested as follows:

<u>OWNER</u>	<u>PERCENTAGE OF FLOW</u>
SUMMIT WATER DISTRIBUTION COMPANY (comprised as follows):	69.34631%
Summit Water Distribution Company	28.23816%
Ranch Place Associates	5.62417%
Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints	8.37306%
Property Reserve, Inc.	27.11092%
SILVER SPRINGS WATER COMPANY	28.04430%
MURNIN TRUST A AND TRUST B	2.26822%
MURNIN FAMILY TRUST	0.07030%
MAUDE SNYDER	0.27087%
	100.00000%

The ownership of the flows of Spring Creek Spring has been derived by a thorough review of the title evidence set forth in this memorandum and the parties compromising their respective claims under Awards 411, 412, 413 and 416 of the Weber River Decree. By way of background, the decreed uses of water under these awards involved a diversion and use of over 1800 acre feet of water during the irrigation season. Historical flows from the decreed sources during the periods of need appear to have been inadequate to meet the total needs of the decreed acreage. However, as several third parties holding portions of Awards 411, 412, 413, and 416 have moved their rights from these sources through State Engineer approved change applications, the flows come closer to meeting the water rights remaining in the historical sources generally, and in Spring Creek Springs specifically. Accordingly, the percentage ownership calculation set forth above reflects the current ownership of the spring flows as it includes only those portions of the historical decreed rights that remain in Spring Creek Springs and that have not been moved from the source by agreement, change application or otherwise.

A detailed analysis of each of the awards associated with Spring Creek Springs is contained below. Under each award is a definition of current ownership, commentary regarding the chain of title, and an analysis of the agreements and changes affecting the individual water rights that have been segregated from each award.

## AWARDS 411 AND 416 OF THE WEBER RIVER DECREE

### Historical Background:

Under the Weber River Decree, Award 411 historically allowed for the irrigation of 439.4 acres of land located in Sections 19, 30, and 31 of Township 1 South, Range 4 East, SLB&M. In addition, the award included water for domestic and stockwatering purposes. Water under this award was historically diverted from Spring Creek, Willow Creek and Red Pine Creek and conveyed to the irrigated lands through the following ditches: Cannon Nos. 1, 2, and 5 Ditches; Stoven and Young Ditch; and East Snyder Ditches. Award 416 is supplemental to Award 411, and includes water diverted from springs located in Section 30, Township 1 South, Range 4 East, SLB&M. This supplemental water was used to irrigate the same lands covered by Award 411. Water under this award was historically conveyed through the Cannon No. 2 Ditch.

Using a duty of three acre feet per acre,<sup>1</sup> the irrigation portion of Awards 411 and 416 calls for 1318.2 acre feet of water during the 210 day irrigation season as defined by the decree (March 1 to November 1 of each year). In addition to the irrigation uses, the awards also provided domestic water for three families and stockwatering of 170 cattle. Using a standard allocation of .45 acre feet per family, the domestic uses provide 1.35 acre feet of water. The stockwatering component, using a basis of .028 acre feet per livestock unit, provides 4.76 acre feet of water. In total, considering all uses, Awards 411 and 416 allow for the diversion and use of 1324.31 acre feet of water. See attached Exhibit "A".

As set forth in the decree, these awards included the right to divert water from a number of sources. However, not all lands were capable of being irrigated by all of the sources. For example, lands located in the NE¼ of Section 30 were primarily irrigated from Willow Creek as shown by the irrigation ditches on the Hydrographic Survey Maps. Generally, Spring Creek Springs provided irrigation water for those lands located in the W½ of Sections 19, 30 and 31 under the awards. A more detailed analysis of particular lands and conveyances relating to source of supply is contained below.

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<sup>1</sup> In this Memorandum of Title we have used a duty of three acre feet per acre in calculating the acre foot quantification under the irrigation component of each award. This three acre foot duty has only been used to provide a standard basis for comparing the ownership interests in each right. The Weber River Decree does not define this as the duty of water and our use of that basis of measurement in no way is meant to limit the amount of water that may be diverted or used under each right. Similarly, the use of a three acre foot duty is not a concession in any way that such a duty is appropriate or accurate for this area.

Chain of Title for Awards 411 and 416:

In reviewing title documents for Awards 411 and 416, ownership of these awards is vested as follows:

<u>OWNER</u>	<u>WATER RIGHT NUMBER</u>	<u>QUANTITY</u>
Wallin Children and Trusts <sup>2</sup>	35-8411	169.652 acre feet
Summit Ranch Joint Venture	35-9039 (a14043)	225.000 acre feet
Willis and Patricia Boyd	35-9041 (a13194)	50.000 acre feet
Summit Water Distribution Co. (87 cattle/2 domestic)	35-5822 (a11902)	31.806 acre feet
Ranch Place Associates (6 cattle)	35-9030 (a13520)	36.003 acre feet
Silver Springs Water Company/ Jack Robert/Community Water Co. <sup>3</sup> (77 cattle/ 1 Domestic)	35-5778 (a10975)	807.949 acre feet
Steven G. Berrett, Thomas M. Berrett and John R. Berrett	35-8411	3.900 acre feet
		1324.310 acre feet

<sup>2</sup> The Wallins' interests in Awards 411 and 416 totals 12.87% of the 1318.2 acre foot irrigation component of those rights. Following mesne conveyances from Ralph Wallin et ux, this 12.87% interest was divided among various trusts and the several children of Ralph Wallin. Of the 12.87% total owned by the Wallins, the right is broken down among the various trusts and individuals as follows:

Ralph William Wallin, Jr. (Diane Wallin)	3.448 acre feet	(2.0325% of 12.87%)
Ralph W. Wallin Jr. Charitable Remainder Unitrust	25.448 acre feet	(15.0000% of 12.87%)
Robert W. Wallin (Jannette Wallin)	2.600 acre feet	(1.5325% of 12.87%)
Robert W. Wallin Charitable Remainder Unitrust	26.296 acre feet	(15.5000% of 12.87%)
Bruce A. Wallin	6.786 acre feet	(4.0000% of 12.87%)
Bruce A. Wallin Charitable Remainder Unitrust	27.200 acre feet	(16.0325% of 12.87%)
Cathy Wallin Burbridge (Milton R. Burbridge)	5.823 acre feet	(3.4325% of 12.87%)
Cathy Wallin Burbridge Charitable Remainder Unitrust	23.073 acre feet	(13.6000% of 12.87%)
Ralph W. Wallin Charitable Remainder Unitrust	48.978 acre feet	(28.8700% of 12.87%)
169.652 acre feet		(100.0000% of 12.87%)

<sup>3</sup> As discussed below, the 807.949 acre feet represented by this water right is divided among the three listed entities pursuant to the *Corrected Assignment of Decreed Rights and Exchange Applications*, and other documents, attached as Exhibit "G", which documents also control the sources from which the water under this right may be taken. Water Right Number 35-5778 (a10975) represents the ownership interests of these entities to a portion of Awards 411 and 416, as well as their portion of Award 412.

**TITLE COMMENTARY: AWARDS 411 AND 416**

**1. From the date of the Weber River Decree to 1977.**

The Weber River Decree was issued June 2, 1937. The original decreed owner of Awards 411 and 416 of the Weber River Decree and the lands covered by those awards was Fletcher Farms Company. During the pendency of the adjudication of water rights, Fletcher Farms Company conveyed portions of the lands and water to individual Fletcher children that essentially divided the water rights into two portions. On one side of the chain, Fletcher Farms conveyed 173 of the 439.4 irrigated acres to James and Mary Fletcher. The remaining 266.4 irrigated acres were conveyed to various children, who, through various conveyances, conveyed their respective interests to George and Ellen Felton.

**a. James and Mary Fletcher Chain**

Following the conveyance into James and Mary Fletcher, the Fletchers conveyed all of the lands and water (173 of the 439.4 irrigated acres) to Howard and Laura Clinger by Warranty Deed dated January 19, 1949. The Clingers conveyed the land and water to R. Lamont and Bernice Stevens by Warranty Deed dated May 31, 1949. The Stevens conveyed the same lands and water to Ray and Arvilla Greenwood by Warranty Deed dated May 21, 1954. The Greenwoods then conveyed the lands and water to Ralph and Marie Wallin. Copies of the deeds in this chain of title are attached hereto as Exhibit "B".

**b. George and Ellen Felton Chain**

Following the conveyance of various interest in the irrigated acreage and water by the Fletchers into George and Ellen Felton, the Feltons conveyed those interests to two parties. By Warranty Deed dated May 28, 1959, the Feltons conveyed approximately 266.4 of the 439.4 historically irrigated lands to the Canyon Rim Stake of the Church of Jesus Christ of Latter-day Saints. A corrected Warranty Deed was made on September 25, 1989 to correct a legal description on one of the parcels by reducing the acreage conveyed to the Canyon Rim Stake. However, this deed was not signed by the Canyon Rim Stake and is ineffective to correct the description.

By Warranty Deed dated April 18, 1962, Ellen and George Felton conveyed lands located in Section 31 to Bud and Bernetta Dunn, that, based on a review of the hydrographic survey maps, were historically irrigated under Awards 411 and 416. The lands conveyed in this deed included lands previously conveyed to the Canyon Rim Stake. The portion of the lands not previously conveyed equals approximately 1.3 acres, all of which appear to have been historically irrigated. This 1.3 acres passed, by conveyances, to Steven G. Berrett, Thomas Berrett and John R. Berrett. The Feltons also conveyed some additional lands to the Canyon Rim Stake by Quitclaim Deed dated May 28, 1959. Copies of the deeds in this chain of title are attached hereto as Exhibit "C".

The Canyon Rim Stake entered into a purchase contract with Partnership Investments of Colorado for the sale of lands and its interest in Awards 411, 412, and 416. See the title documents and commentary regarding this reservation in the attached Exhibit "D". Under the purchase agreement and subsequent conveyances, the Canyon Rim Stake expressly retained 1/10 of one cfs, on a year round basis, from Spring Creek Spring. The water under this reservation is represented by Water Right No. 35-9906 and approved Change Application a8476, which provides the present

owner, the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints with 53.6 acre feet of water. The reservation does specify under which Awards (411, 412 or 416) the water is derived. The Office of the State Engineer has attempted to allocate the waters under all three awards. However, this arbitrary allocation has caused considerably confusion and difficulty in defining the ownership of all three awards. The easiest and most logical way to deal with the water under this reservation is to attribute that water to Award 412, which has the same priority as Awards 411 and 416 and the primary source for which is Spring Creek Springs. Accordingly, the full 53.6 acre feet under change application a8476 has been attributed to the Corporation of the Presiding Bishop's rights under Award 412.

**2. 1977 to Present**

**a. Partnership Investments of Colorado - Wallin Water Agreement**

Apart from the 1.3 acre interest held by Bud and Bernetta Dunn, title to Awards 411 and 416 were held by two parties in 1977: Ralph and Marie Wallin were the owners of 173 of the 439.4 irrigated acres under the awards; and Partnership Investments of Colorado owned 265.1 of the 439.4 irrigated acres under the awards (266.4 - 1.3 acres to the Dunns = 265.1). On May 10, 1977, the Wallins and Partnership Investments of Colorado entered into a Water Agreement to define, apportion and allocate their respective rights. A copy of this agreement has been attached hereto as Exhibit "E". Under the agreement, the parties acknowledged their ownership interests in the water rights as follows: Wallins owning 39.37% of Award 411 and 416 and Partnership Investments owning 60.63% of the water under said rights. These percentages comport with the 173/266.4 acre division in the chain of title but do not take into account the 1.3 acres conveyed to the Dunns from the Partnership Investments of Colorado side of the chain.

Having defined and acknowledged their respective rights under the awards, the parties reallocated their ownership interests in the water rights. The parties agreed to reduce the Wallins' ownership interest in Awards 411 and 416 and increase Partnership Investments of Colorado's ownership interest. In return for this adjustment, the Wallins were given the right to make thirty connections to Partnership Investment of Colorado's water system. These connections are in addition to the Wallins ownership interest in Awards 411 and 416. Following this adjustment in the ownership percentages, the Wallins received 38.61% interest in Awards 411 and 416 with Partnership Investment of Colorado receiving 61.39%.

As stated above, the agreement is erroneous in one respect. In allocating the percentage ownership of the water right under the agreement between the Wallins and Partnership Investments of Colorado, the parties ignored a conveyance from George and Ellen Felton to Bud and Bernetta Dunn of 1.3 irrigated acres under the award in the chain of title above Partnership Investments of Colorado. This conveyance proportionately reduces the percentage owned by Partnership Investments of Colorado from 61.39% to 61.094%, giving the Dunns the remaining .296%. Adjusting the percentages in this manner, Partnership Investments of Colorado owned 805.35 acre feet of water at the time of the agreement with the Wallins owning 508.95 acre feet (plus 30 connections) and the Dunns owning 3.9 acre feet.

**b. Silver Springs/Jack Roberts/Community Water Company Ownership**

Following the agreement between the Wallins and Partnership Investments of Colorado outlined above, Partnership Investments of Colorado conveyed its interests in Awards 411 and 416 to Silver Spring Investors. In 1980, with Silver Spring Investors owning all of the water rights derived from Partnership Investments of Colorado, an agreement was made between SSD, Silver Spring Investors, Park West Water Association, Jack Roberts, and Halbet Properties. A copy of this agreement is attached hereto as Exhibit "F". This agreement related to the division of water rights among the related entities and the division of the Silver Springs water system between Jack Roberts and Silver Springs Investors. Pursuant to this agreement, Silver Springs Investors conveyed the right to divert water from Red Pine and Willow Creeks to Jack Roberts and also conveyed ownership of its interests in Award 411 and 416 to Silver Springs Water Company. The agreement also involved Silver Springs Investors ownership interest in Award 412 of the Weber River Decree as discussed below.

In reviewing the documents, it appears that some of the conveyances and actions contemplated by the 1980 Agreement did not occur. Following litigation involving Jack Roberts, and a subsequent suit filed by Roberts against Silver Springs Water Company, a settlement was reached in 1990 among the parties. As part of that settlement, Silver Springs Water Company and its related entities conveyed to Jack Roberts the following water rights and sources under Awards 411, 412 and 416 of the Weber River Decree:

**From Willow Creek:** the lesser of: (1) 500 Gallons per minute, or b. 57% of the water flow at transferee's point of diversion.

**From Red Pine Creek:** not more than 250 gallons per minute, all of which shall be diverted above the point at which the Mount Raymond Thrust Fault intersects the creek.

**From Either Source:** any additional flow which [Silver Springs Water Company] does not need to fill or maintain [its] currently existing reservoirs.

As part of this conveyance, which is attached hereto as Exhibit "G", Silver Springs Water Company and the other entities warranted that the above described interests in Awards 411, 412 and 416 constitute the right to divert at least 57% of the irrigation season flow from both Willow Creek and Red Pine Creek. Based on the 210 day irrigation season, Silver Springs Water Company conveyed to Jack Roberts 463.8 acre feet from Willow Creek and 231.9 acre feet from Red Pine Creek for a total of 695.7 acre feet. This 695.7 acre feet is subtracted from Silver Springs Water Company's ownership interest in both Awards 411, 412 and 416 and proportionately reduces Silver Springs right to divert water from Spring Creek Springs under those awards.

The total water right owned by these entities under Awards 411, 412 and 416, which interest is represented by water right number 35-5778 (a10975), is 875.225 acre feet (807.949 acre feet under 411/416 and 67.276 acre feet under 412). Subtracting the 695.7 acre feet conveyed to Jack Roberts and Community water under the agreement, 179.525 acre feet remain available for diversion from Spring Creek Springs by Silver Spring Water Company.

**c. Wallin Conveyance to Old Ranch Place Associates**

On June 2, 1978, Ralph and Marie Wallin entered into a Real Estate Agreement with Old Ranch Place Associates. Pursuant to that agreement, and subsequent amendments and conveyances, Ralph and Marie Wallin conveyed to Old Ranch Place Associates 25.74% of the total water rights under Awards 411 and 416, retaining 12.87%. Pursuant to a subsequent assignment, the Wallins also, in addition to the 25.74% conveyed under the agreement, conveyed to Old Ranch Place Associates the 30 connections referred to in the 1979 Agreement.

As indicated in Footnote 1 above, the 12.87% retained by the Wallins was conveyed through mesne conveyances to various children of Ralph and Marie Wallin and by them to their charitable trusts. The lands retained by the Wallins, upon which water represented by the 12.87% of Awards 411 and 416 was placed to use, were all lands historically irrigated by Willow Creek as evidenced by the hydrographic survey maps. Thus, the 12.87% retained by the Wallins does not include an ownership interest in and to Spring Creek Springs and the Wallins presently have no diversion or conveyance facilities associated with that source. The 25.74% conveyed to Old Ranch Place Associates was in turn conveyed, through mesne conveyances, to various entities as outlined below:

On September 23, 1981, Old Ranch Place Associates entered into a Purchase Contract to sell 225 acre feet under these awards. That water was conveyed to Frostwood Corporation and from that entity, through various conveyances, to Summit Ranch Joint Venture. A copy of the conveyance documents for this portion of the awards are attached as Exhibit "H". A change application, a14043 (35-9039), was filed for this water right in 1986. The purpose of the change application was to move the place of use to lands owned by the applicant, SW Mortgage, because the water rights had previously been severed from the historically irrigated lands. The change application effectively moved the water right out of Spring Creek Springs and into three underground water wells to which the water is presently committed to provide culinary water to developments. This fact is reflected in the State Engineer Memorandum Decision approving Change Application a14043, which expressly states that the waters from Spring Creek Spring may only be used after all other rights in that source have been satisfied. Neither the applicant nor any of its successors in interest developed or maintained any diversion facilities at the springs and, following the change application, have not diverted or used water from the springs under this right. Summit Ranch Joint Venture does not have any diversion facilities on the springs. As a result, Summit Ranch Joint Venture does not have any ownership interest in the flows of Spring Creek Springs under this right.

Old Ranch Place Associates also conveyed 50 acre feet under these awards to White Pine Associates. The right was in turn conveyed to John C. Sharp and by Mr. Sharp to Willis and Patricia Boyd. This 50 acre feet is represented by water right number 35-9041 (a12194). Change application a12194, which moved this portion of the awards out of Spring, Willow and Red Pine Creeks and into White Pine Creek, was approved on May 28, 1982. As a result of that change application and fact that the conveyance did not specify water from any particular source, this water right also carries no ownership interest in Spring Creek Springs. See attached Exhibit "H".

The remaining portions of Ranch Place's interest in the awards is represented by water right number 35-5822 (a11902) which is owned by Summit Water Distribution Company and remains appurtenant to the company's diversion facilities on Spring Creek Springs and water right number 35-9030 (a13520), retained by Ranch Place Associates and also appurtenant to the diversion facilities on Spring Creek Springs.

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**AWARD 412 OF THE WEBER RIVER DECREE**

**Historical Background:**

Under the Weber River Decree, Award 412 historically allowed for the irrigation of 94.7 acres of land located in Sections 30 and 31 of Township 1 South, Range 4 East, SLB&M. In addition, the award included water for domestic and stockwatering purposes. Water under this award was historically diverted primarily from Spring Creek Springs, supplemented by Willow Creek and Red Pine Creek. Water was conveyed to the irrigated lands through the East Snyder Ditch.

Using a duty of three acre feet per acre, the irrigation portion of Award 412 provides 284.1 acre feet of water during the 210 day irrigation season as defined by the decree (March 1 to November 1 of each year). In addition to the irrigation uses, the award also provided domestic water for tow families and stockwatering of 55 cattle. Using a standard allocation of .45 acre feet per family, the domestic uses provide 0.90 acre feet of water. The stockwatering component, using a basis of .028 acre feet per livestock unit, provides 1.54 acre feet of water. In total, considering all uses, Award 412 allows for the diversion and use of 286.54 acre feet of water. See Exhibit "A".

**Chain of Title for Awards 412:**

Based on our review of title documents for Award 412, ownership is vested as follows:

<u>OWNER</u>	<u>WATER RIGHT NUMBER</u>	<u>QUANTITY</u>
Summit Water Distribution Company (55 cattle)	35-9738 (a16376)	148.960 acre feet
Murnin Trust A and Trust B	35-8412	14.520 acre feet
Murnin Family Trust (1 domestic)	35-8412	0.450 acre feet
Maude Snyder (1 domestic)	35-8412	1.734 acre feet
Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints	35-9906 (a8476)	53.600 acre feet
Silver Springs Water Company/Jack Roberts <sup>4</sup>	35-5778 (a10975)	67.276 acre feet
		<hr style="width: 100%; border: 0.5px solid black;"/>
		286.540 acre feet

<sup>4</sup> As discussed below, the 67.276 acre feet represented by this water right is divided among the three listed entities pursuant to the *Corrected Assignment of Decreed Rights and Exchange Applications*, and other documents, attached as Exhibit "G", which also control the sources from which the water under this right may be taken. Water Right Number 35-5778 (a10975) represents the ownership interests of these entities to a portion of Awards 411 and 416, as well as their portion of Award 412.

### TITLE COMMENTARY: AWARD 412

The water under Award 412 of the Weber River Decree was originally decreed to David Snyder. From David Snyder, the award was essentially divided into two chains through conveyances.

#### **1. The 40.292 Acre Side of the Chain**

By Warranty Deed, dated November 13, 1936, David Snyder conveyed 40.292 of the 94.7 irrigated acres under this award to Perry E. Burnham. This conveyance did not include any of the domestic or stockwatering rights under the award. Mr. Burnham in turn conveyed his interest in the award and irrigated lands to Robert O. Burnham by Warranty Deed dated April 7, 1952. Robert Burnham conveyed his interest to George and Ellen Felton by Warranty Deed. This conveyance united this portion of Award 412 with the chain of title of Awards 411 and 416 that pass through the Feltons.

Following the chain from the Feltons, the water rights were conveyed to the Canyon Rim Stake of the Church of Jesus Christ of Latter-day Saints. As noted above, and reflected in the documents attached as Exhibit "D", the Canyon Rim Stake, in its subsequent conveyance of those water rights to Partnership Investments of Colorado, reserved 1/10 of 1 cfs of water, on a year round basis, from Spring Creek Springs. This reservation was made to provide sufficient water for the recreation facilities of the Canyon Rim Stake located in Section 25, Township 1 South, Range 3 East, SLB&M.

In 1975, the Canyon Rim Stake filed a change application seeking approval in the change of nature of the use and place of use for this water. The State Engineer approved this change application for the diversion and use of 53.6 acre feet of water from Spring Creek Springs. This 53.6 acre feet is the reserved part of Awards 411, 412 and 416 that were not conveyed to Silver Springs Water Company and Jack Roberts. Because the reservation directly involved Spring Creek Springs as the primary source of water supply, 53.6 acre feet of water under this right has been subtracted from the interest of Silver Springs Water Company/Jack Roberts under this award. The 53.6 acre foot interest of the Canyon Rim Stake in Award 412 was subsequently conveyed to the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints.

The waters owned by Silver Springs Water Company/Jack Roberts under this award equal 67.276 acre feet, assuming a duty of three acre feet per acre. This amount is calculated by subtracting the 53.6 acre feet reserved by the Canyon Rim Stake from the total 120.876 foot allocation under this portion of the award (40.292 acres x 3 acre foot per acre duty = 120.876 acre feet).

#### **2. The Remaining Portion of Award 412**

Following the conveyance from David Snyder to Perry Burnham, Maude Snyder succeeded to the remaining portion of the award upon the death of her husband, David Snyder. This portion of the water right contained 54.408 irrigated acres, stockwatering for 55 cattle and domestic water for 2 families. By Warranty Deed dated February 16, 1950, Maude Snyder conveyed certain lands and her interest in Award 412, less the reservation of certain waters. This reservation was defined in successive quit-claim deeds between the Murnins and Maude Snyder (apparently made to clear up title) providing Maude Snyder with water for 1 family and irrigation water for 0.428 acres of land.

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James Murnin, and his wife, thereafter conveyed their interest in the award to the Murnin Family Partnership, less the portion of the water right for domestic purposes of 1 family. Subsequently, the Murnin conveyed the domestic portion of Award 412 to James F. Murnin, Trustee for the Murnin Family Trust, which is the current owner of that portion of the right.

By Warranty Deed, dated October 27, 1989, the Murnin Family Partnership conveyed various interests in the irrigation and stockwatering portions of Award 412 to the Murnin Family Trust A and Murnin Family Trust B, along with several of the Murnin children. Through mesne conveyances, the interests of both the trusts and the Murnin children were altered through conveyances from the children to the trusts. Following these conveyances, the ownership of this portion of the award (less the water rights reserved by Maude Snyder) was held as follows:

As to 49.568 Acres of the 54.408 Irrigated Acres and 55 Cattle Stockwatering Right

Yvonne M. Murnin	17.1992%
Murnin Family Trust A	29.0000%
Murnin Family Trust B	13.2000%
James H. Murnin	6.7668%
John P. Murnin	6.7668%
Gayle M. Kilgore	6.7668%
Teresa A. Murnin	6.7668%
Jeffrey P. Murnin	6.7668%
Susan Murnin	<u>6.7668%</u>
	100.0000%

As to 4.84 Acres of the 54.408 Irrigated Acres

Murnin Family Trust A	68.7200%
Murnin Family Trust B	<u>31.2800%</u>
	100.0000%

By Warranty Deed, dated November 9, 1989, the Murnin Family Trusts A and B and the Murnin children listed above, conveyed to Robert E. Cook 51.89% of the irrigation water under Award 412, together with the stockwatering rights. This 51.89% of the irrigation water right equals 147.42 acre feet, which, together with the stockwatering water right of 1.54 acre feet (55 cattle x .028 acre feet per ELU = 1.54 acre feet), equals 148.96 acre feet under Award 412. This water is represented by water right number 35-9738 (a16376). Mr. Cook conveyed his interest in Award 412 to Summit Water Distribution Company by Special Warranty Deed dated September 3, 1991 and by Quit Claim Deeds dated July 1, 1992. Copies of the deeds for this chain are attached as Exhibit "I".

Following these conveyances, this portion of the award is currently owned as follows:

Summit Water Distribution Company	(148.232 acre feet)	35-9738
Murnin Trust A and Murnin Trust B	( 14.520 acre feet)	35-8412
Murnin Family Trust	( 0.450 acre feet)	35-8412
Maude Snyder	( 1.734 acre feet)	35-8412

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## AWARD 413 OF THE WEBER RIVER DECREE

### Historical Background:

Under the Weber River Decree, Award 413 historically allowed for the irrigation of 84.8 acres of land located in Sections 19 and 20 of Township 1 South, Range 4 East, SLB&M. In addition, the award included water for stockwatering purposes. Water under this award was historically diverted Spring Creek. Water was conveyed to the irrigated lands through the Stoven and Young Ditch.

Using a duty of three acre feet per acre, the irrigation portion of Award 413 provides 254.4 acre feet of water during the 210 day irrigation season as defined by the decree (March 1 to November 1 of each year). In addition to the irrigation uses, the award also provided for stockwatering of 200 cattle. The stockwatering component, using a basis of .028 acre feet per livestock unit, provides 5.6 acre feet of water. In total, considering all uses, Award 413 allows for the diversion and use of 260 acre feet of water. See Exhibit "A".

### Chain of Title for Award 413:

Based on our review of title documents for Award 413, ownership is vested as follows:

<u>OWNER</u>	<u>WATER RIGHT NUMBER</u>	<u>QUANTITY</u>
Property Reserve, Inc. ( 66.75% of 200 cattle)	35-8413	173.55 acre feet
John W. and Helen B. Jarman ( 33.25% of 200 cattle)	35-9736 (a12110) 35-9737 (a12109)	86.450 acre feet
		260.000 acre feet

### TITLE COMMENTARY: AWARD 413

The chain of title for Award 413 is straightforward. C.E. Pace, the decreed owner of the award conveyed his interest to Afton Bouford, Charles Edward Pace and Vivian Felt by Warranty Deed dated January 28, 1930. They in turn conveyed the award to Archie and Annie Carter by Warranty Deed dated April 30, 1936. The Carters conveyed the award to Harold F. Anderson by Warranty Deed dated July 20, 1945 and Mr. Anderson conveyed the award to Hi-Ute Ranch by Warranty Deed dated July 15, 1946.

By Warranty Deed, dated December 15, 1950, the Hi-Ute Ranch conveyed all interest in the award to Otto & Paul Buehner. Following the death of Otto Buehner and subsequent conveyances, the entire award was owned by Paul Buehner. By Warranty Deed, dated January 5, 1965, Paul Buehner conveyed the entire award to Hi-Ute Investment Company. Subsequently, Hi -Ute Investment Company conveyed, by Warranty Deeds, 21.7% of Award 413 to the Paul Buehner Trust No. CR-2, 45.0% of Award 413 to the Otto Buehner & Company Profit Sharing Trust and 33.3% of Award 413 to East Ranch, L.C.

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By Warranty Deed, dated February 9, 1981, the Paul Buehner Trust No. CR-2 conveyed its 21.7% interest in Award 413 to John W. and Helen B. Jarman. On April 21, 1986, the Otto Buehner & Company Profit Sharing Trust conveyed 11.55% of Award 413 to John W. and Helen B. Jarman, giving the Jarmans a total of 33.25% of Award 413. This interest is represented by water right numbers 35-9726 (a12110) and 35-9727 (a12109). The Jarmans moved all of this interest out of Spring Creek and into underground water wells through approved change applications a12110 and a12109.

The remaining 66.75% of Award 413 was conveyed to Property Reserve, Inc. by East Ranch L.C. and the Otto Buehner & Company Profit Sharing Trust through Warranty Deeds dated December 31, 1993. This water is represented by Water Right Number 35-8413 and remains in the historical source.

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A

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TABULATION OF WATER RIGHTS  
SUBDIVISION EAST CANYON CREEK AND TRIBUTARIES FROM HEAD TO MORGAN COUNTY LINE

Period of Use	Purpose of Use	Used to Irrigate Land in	Acres Irrigated	Water Allowment in Second Feet			REMARKS	Right No.
				Provd	High	Low		
Irrigation Season	Irrigation	Sec. 13, T. 1 S., R. 3 E.	110.00	4.40	4.40	1.38	Diversion from Three Mile Creek	407
Irrigation Season	Irrigation	Sec. 20, 29, T. 1 S., R. 4 E.	142.00	4.06	4.06	1.78	Diversion from Tributary of East Canyon Creek	408
Irrigation Season	Irr. Dom. Stk.	Sec. 29, T. 1 S., R. 4 E.	72.00	0.48	0.48	0.15	Diversion from East Canyon Creek	409
Irrigation Season	Irrigation	Sec. 32, T. 1 S., R. 4 E.	60.00	2.40	2.40	0.75	Diversion from Red Pine Creek	410
Irrigation Season	Irr. Dom. Stk.	Secs. 10, 30, 31, T. 1 S., R. 4 E.	439.40	17.58	17.58	5.49	Diversion from Spring, Willow and Red Pine Creeks	411
Irrigation Season	Irr. Dom. Stk.	Secs. 30, 31, T. 1 S., R. 4 E.	94.70	3.79	3.79	1.18	Diversion from Spring Creek Springs, and supplemented by water from Willow and Red Pine Creeks	413
Irrigation Season	Irr. Dom. Stk.	Secs. 19, 20, T. 1 S., R. 4 E.	84.80	2.83	2.83	1.06	Diversion from Spring Creek	418
Irrigation Season	Irrigation	Sec. 30, T. 1 S., R. 4 E.	63.10	2.52	2.52	0.79	Diversion from Willow and Red Pine Creeks	414
Irrigation Season	Irrigation	Sec. 29, T. 1 S., R. 4 E.	80.00	3.20	3.20	1.00	Diversion from East Canyon Creek	415
Irrigation Season	Irr. Dom. Stk.	Secs. 19, 30, 31, T. 1 S., R. 4 E.	Supplemental to Right No. 411				Diversion from Springs	416
Irrigation Season	Irr. Dom. Stk.	Sec. 29, T. 1 S., R. 4 E.	64.00	2.16	2.16	0.68	Diversion from Willow Creek, and also supplemental water from East Canyon, White and Red Pine Creeks	417
Irrigation Season	Irr. Dom. Stk.	Sec. 29, T. 1 S., R. 4 E.	120.00	4.80	4.80	1.50	Diversion from East Canyon Creek	418
Irrigation Season	Irr. Dom. Stk.	Sec. 30, 31, T. 1 S., R. 4 E.	72.90	2.92	2.92	0.91	Diversion from Willow Creek	419
Irrigation Season	Irr. Dom. Stk.	Sec. 32, 33, T. 1 S., R. 4 E.	245.00	9.80	9.80	3.06	Diverted from East Canyon Creek and four Springs	420
Irrigation Season	Irr. Dom. Stk.	Sec. 31, T. 1 S., R. 4 E.	10.00	0.40	0.40	0.12	Diverted from White Pine Creek	423
Irrigation Season	Irr. Dom. Stk.	Sec. 6, T. 2 S., R. 4 E.	10.00	0.40	0.40	0.12	Diverted from White Pine Creek	424
Irrigation Season	Irr. Dom. Stk.	Secs. 18, 19, T. 1 S., R. 4 E.	138.60	4.62	4.62	1.73	Diverted from Spring Creek	425
Irrigation Season	Irrigation	Sec. 19, T. 1 S., R. 4 E.	113.20	3.23	3.23	1.42	Diverted from Sloughs and Springs	426
Irrigation Season	Irr. Dom. Stk.	Sec. 20, T. 1 S., R. 4 E.	150.00	4.57	4.57	2.00	Diverted from Tributaries of East Canyon Creek	427
Irrigation Season	Irr. Stk.	Secs. 8, 9, T. 1 S., R. 4 E.	76.10	3.04	3.04	0.95	Diverted from Kimball Creek	428
Irrigation Season	Irr. Stk.	Secs. 8, 9, T. 1 S., R. 4 E.	Supplemental to Right No. 428				21 Ac. Ft. Diverted from Kimball Canyon Creek. Stored Jan. 1 to Dec. 31, on Sec. 8, T. 1 S., R. 4 E.	429
Irrigation Season	Irr. Dom. Stk.	Secs. 6, 6, T. 2 S., R. 4 E.	59.10	2.36	2.36	0.74	Diverted from McPolin Springs Nos. 1, 2, 3	430
Irrigation Season	Irr. Dom. Stk.	Secs. 6, 6, T. 2 S., R. 4 E.	22.80	0.91	0.91	0.28	Diverted from East Canyon Creek	431
Irrigation Season	Irr. Dom. Stk.	Sec. 31, T. 2 S., R. 4 E.	7.60	0.30	0.30	0.10	Diverted from White and Red Pine Creeks	432
Irrigation Season	Irr. Dom. Stk.	Sec. 31, T. 1 S., R. 4 E.	35.00	1.40	1.40	0.44	Diverted from Red Pine Creek	433
Irrigation Season	Irrigation	Sec. 31, T. 1 S., R. 4 E.	60.00	2.40	2.40	0.76	Diverted from Red Pine Creek	434
Irrigation Season	Irrigation	Sec. 31, T. 1 S., R. 4 E.	5.00	0.20	0.20	0.06	Diverted from East Canyon Creek	435
Irrigation Season	Irrigation	Sec. 31, T. 1 S., R. 4 E.	99.40	3.98	3.98	1.24	Diverted from Willow Creek, and also all of the water from the E. Snyder Spring to be used from Jan. 1, to Dec. 31, for domestic and stock	436

1115 Pg00541

B

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21

5/22/44

Entry No. 12311.

WARRANTY DEED

THE FLETCHER FARMS, a corporation of Utah, with its principal place of business at Park City, in Summit County, State of Utah, and LOUISE FLETCHER DICKERMAN and ADOLPH DICKERMAN, her husband, of Park City, Utah, Grantors, hereby Convey and Warrant to JAMES I. FLETCHER and MARY T. FLETCHER, husband and wife, as joint tenants and not as tenants in common and to the survivor, Grantees, of the sum of \$10.00 and other good and valuable Considerations, the following described tracts of land in Summit County, State of Utah:

The South one-half of the Southwest quarter, and the Southwest quarter of the Southeast quarter of Section 19, Township 1 South, Range 4 East, Salt Lake Meridian, containing 120 acres of land, more or less;

Also, Lot 1, Section 30, Township and Range aforesaid, containing 40.99 acres; Also, beginning at a point 1320 feet South and 1320 feet East from the Northwest corner of Section 30, Township and Range aforesaid, and running thence East 2027.9 feet; thence North 3°02' West 1296 feet; thence West 1959.3 feet; thence South 1296 feet, to the point of beginning, and containing 59.3 acres more or less; Also, Beginning at the Northeast corner of Section 30, Township and Range aforesaid, and running thence South 2640 feet to the Southeast corner of the Northeast quarter of said Section 30; thence West 1812.4 feet to the East boundary of the right of way of the Park City Branch of the Denver & Rio Grande Railroad; thence North 3°02' West 2660 feet to the North line of said Section 30; thence East 1952.7 feet to the point of beginning, containing 109.83 acres;

Also, beginning at a point on the intersection of the North line of Section 30, Township and Range aforesaid, and 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 30, 3277 feet more or less to the Northwest corner of said Section 30; thence South 24 feet; thence East 3278 feet more or less to the West boundary of the right of way of said railroad; thence North 3°02' West along said right of way 24.3 feet, to the point of beginning, containing 1.8 acres, more or less.

Also, the South half of the Northwest quarter of the Northwest quarter, and the Southwest quarter of the Northwest quarter of Section 29, Township 1 South, Range 4 East, Salt Lake Meridian, containing 60 acres of land more or less.

Together with all water and water rights, and all other rights, privileges and appurtenances thereunto belonging or used in connection therewith, and all livestock and personal property. Excepting from the above land those certain two parcels of land to-wit:

One of which was conveyed to Summit County, a Municipal Corporation by Deed recorded August 14, 1928 in Book "Q" of Warranty Deeds, pages 350-1 of the records of said County, containing 4.46 acres, more or less, located in said Section 30, for highway purposes; and the other of which was conveyed to James P. Resmussen and his wife by deed recorded September 14, 1936 in Book "Q", of Warranty Deeds, page 351 of said records, containing 1 acre.

Subject to a Mortgage in favor of Charles F. Gillmor and Edward L. Gillmor dated November 5, 1921 which the grantees assume and agree to pay as the purchase price of said premises.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be duly executed this Fifth day of December A.D. 1944.

THE FLETCHER FARMS

By: Robert R. Fletcher, President,  
Ellen Fletcher Felton, Secretary,  
Louise Fletcher Dickerman,  
Adolph Dickerman

STATE OF UTAH,  
COUNTY OF SUBMIT,

On the Fifth day of December, A.D. 1944, personally appeared before me Robert R. Fletcher and Ellen Fletcher Felton, who being by me duly sworn, did say that they are the President and Secretary respectively of The Fletcher Farms, a corporation of Utah, and the above and foregoing instrument was signed in behalf of said corporation pursuant to a resolution of its Board of Directors, and the said Robert R. Fletcher and Ellen Fletcher Felton respectively acknowledged to me that said corporation executed the same; and on the same day personally appeared before me Louise Fletcher Dickerman and Adolph Dickerman, her husband, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

(SEAL)

J.W. Ensign  
Notary Public, residing at Salt Lake City, Utah.

My commission expires Nov., 14, 1946.  
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Recorded at the request of J.W. Ensign, Dec., 27, A.D. 1944 at 9:30 o'clock A.M.  
Mae R. Tree, County Recorder.

28

T/371

Entry No. 78368.

WARRANTY DEED

JAMES I. FLETCHER and MARY T. FLETCHER, his wife, grantors of County of Salt Lake, State of Utah, hereby convey and warrant to Howard R. Clinger and Laura H. Clinger, his wife, as joint tenants, not as tenants in common, with full right of survivorship, grantees, of Salt Lake County, Utah, for the sum of ten and no/100 (and other good and valuable consideration) Dollars the following described tract of land in Summit County, State of Utah:

~~The South one-half of the southwest quarter and the southwest quarter of the southwest quarter of Section 19, Township 1 South, Range 4 East, Salt Lake Meridian; containing 120 acres of land, more or less;~~

Also, Lot One (1) Section thirty (30) Township and Range aforesaid, containing 40.99 acres;

Also, beginning at a point 1320 feet south and 1320 feet East from the Northwest corner of Section Thirty (30), Township and Range aforesaid, and running thence East 2027.9 feet; thence North 3°02' West 1296 feet; thence West 1959.3 feet; thence South 1296 feet, to the point of beginning, and containing 59.3 acres, more or less;

Also, beginning at the northeast corner of Section Thirty (30) Township and range aforesaid and running thence South 2640 feet to the southeast corner of the northeast quarter of said Section 30; thence West 1812.4 feet to the East boundary of the right-of-way of the Park City Branch of the Denver & Rio Grande Railroad; thence North 3°02' West 2660 feet to the North line of said Section 30; thence East 1912.7 feet, to the point of beginning containing 109.83 acres;

Also, beginning at a point on the intersection of the North line of Section thirty (30) Township and Range aforesaid, and the West boundary of the right of way of the Park City Branch of the Denver and Rio Grande Railroad; and running thence West along the North line of said Section 30, 3277 feet more or less to the Northwest corner of said Section 30; thence South 24 feet; thence East 3278 feet more or less to the west boundary of the right of way of said railroad; thence North 3°02' West along said right of way 24.3 feet to the point of beginning, containing 1.8 acres, more or less.

RECORDER'S MEMO  
LEGIBILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

Also the South half of the Northwest quarter of the northwest quarter and the southwest quarter of the Northwest quarter of Section twenty-nine (29), Township 1 South, Range 4 East, Salt Lake Meridian, containing 60 acres of land, more or less. Excepting therefrom the following: Beginning at a point on westerly boundary line of County road or Highway at intersection of South line of Lot One (1) said point being South 1320 feet, East 826 feet from Northwest corner of Lot One (1) Section 30, Township one (1) South, Range four (4) East, Salt Lake Meridian and running along westerly line of Highway North 14°10' East 264 feet, thence West 170.14, thence on a line parallel with westerly line of said Highway south 14°10' West 264 feet, thence East 170.14 feet to beginning, containing one (1) acre.

✓ Together with and including all water and water rights in any way appertaining thereto, connected therewith or used thereon, including but not by way of limits, all water in Weber River district, and two (2) second feet of water from the flow of the Silver King Consolidated tunnel, and any other water owned, used or to which Seller is entitled upon said lands.

Subject to two mortgages in favor of the Federal Land Bank, in the approximate sum of \$20,000.00.

WITNESS the hands of said grantors this 19th day of January, A.D. one thousand nine hundred and forty-nine.

James I. Fletcher

Signed in the presence of:

Mary T. Fletcher

Lotharie R. Rich.

STATE OF UTAH, ( )  
; ss.  
COUNTY OF SALT LAKE, )

On the 19th day of January, A.D. 1949, personally appeared before me James I. Fletcher and Mary T. Fletcher, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Lotharie R. Rich  
Notary Public, Address: Salt Lake City, Utah.

Seal.  
My commission expires July 1, 1952.

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Recorded at the request of Utah Savings & Trust Company February 10, 1949 at 1:30 P.M.

RECORRERS MEMO  
LEGIBILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

00498635 Bk01115 Pg00546

T/422

(29)

Entry No. 73781.

WARRANTY DEED

\$.15 Revenue Stamps.

HOWARD R. CLINGER AND LAURA H. CLINGER, his wife, Grantors, of Salt Lake City, Salt Lake County, State of Utah, hereby convey and warrant to R. Lamont Stevens and Bernice F. Stevens, his wife, as joint tenants with full rights of survivorship, and not as tenants in common, Grantees, of the same place, for the sum of Ten Dollars and other good and valuable and adequate consideration, receipt of which is hereby acknowledged, the following described tracts of land situate in the County of Summit, State of Utah, to-wit:

The South one-half of the Southwest quarter and the Southwest quarter of the Southeast Quarter of Section 19, Township 1 South, Range 4 East, Salt Lake Meridian; containing 120 acres of land, more or less.

Also, Lot One (1) Section Thirty (30) Township and Range aforesaid, containing 40.99 acres.

Also beginning at a point 1320 feet South and 1320 feet East from the Northwest corner of Section Thirty (30), Township and Range aforesaid, and running thence East 2027.9 feet; thence North 3°02' West 1296 feet; thence West 1959.3 feet; thence South 1296 feet, to the point of beginning, and containing 59.3 acres, more or less;

Also, beginning at the Northeast corner of Section Thirty (30) Township and Range aforesaid and running thence South 2640 feet to the Southeast corner of the Northeast quarter of said Section 30; thence West 2812.4 feet to the East boundary of the right-of-way of the Park City Branch of the Denver & Rio Grande Railroad; thence North 3°02' West 2660 feet to the North line of said Section 30; thence East 1952.7 feet, to the point of beginning, containing 109.83 acres;

Also, beginning at a point on the intersection of the North line of Section thirty (30) Township and Range aforesaid and the West boundary of the right of way of the Park City Branch of the Denver and Rio Grande Railroad; and running thence West along the North line of said Section 30 3277 feet more or less to the Northwest corner of said Section 30; thence South 24 feet; thence East 3278 feet more or less to the West boundary of the right of way of said railroad; thence North 3°02' West along said right of way 24.3 feet to the point of beginning, containing 1.8 acres, more or less.

Also the South half of the Northwest quarter of the Northwest quarter and the Southwest quarter of the Northwest quarter of Section twenty-nine (29), Township 1 South, Range 4 East, Salt Lake Meridian, containing 60 acres of land, more or less. Excepting therefrom the following: beginning at a point on Westerly boundary line of the County road or highway; at intersection of South line of Lot One (1) said point being South 1320 feet, East 826 feet from the Northwest corner of Lot One (1) Section 30, Township One (1) South, Range Four (4) East, Salt Lake Meridian and running along Westerly line of Highway North 14°10' East 264 feet, thence West 170.14 feet, thence on a line parallel with Westerly line of said highway South 14°10' West 264 feet, thence East 170.14 feet, to beginning, containing one (1) acre.

Together with and including all water and water rights in any way appertaining thereto, connected therewith or used thereon, including, but not by way of limit, all water in Weber River district, and two (2) second feet of water from the flow of the Silver King Consolidated tunnel, and any other water owned, used or to which Seller is entitled upon said lands.

Subject to two mortgages in favor of the Federal Land Bank, on which the unpaid balance is approximately \$19,500.00.

WITNESS the hands of the said Grantors this 31st day of May, 1949.

Howard R. Clinger

Laura H. Clinger

STATE OF UTAH,

COUNTY OF SALT LAKE,

On this 31st day of May, 1949, personally appeared Howard R. Clinger and Laura H. Clinger, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Heber G. Taylor, Notary Public.  
Residing at Salt Lake City, Utah.

My commission expires January 19, 1953.

Recorded at the request of Mrs. P.H. Neeley June 23, A.D. 1949 at 1:10 o'clock A.M.

Mae R. Tree, County Recorder.

RECORDER'S MEMO  
LEGIBILITY OF WRITING, TYPING OR  
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6

COUNTY OF NEW YORK

On the 4th day of August, A.D. 1954, personally appeared before me Madeline A. Werner, who being by me duly sworn, did say that she is the President of Victory Ranches, 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 Madeline A. Werner duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

(SEAL)

John P. O'Neill

NOTARY PUBLIC

Residing at: 2600 Creston Avenue, Bronx, New York  
My Commission Expires March 10, 1955.

Recorded at the request of C.Z. Henderson, Aug. 9 A.D. 1954, 11:10 A.M.  
Lorea H. Blonquist, County Recorder.

Entry No. 44257

\$16.15 Revenue Stamps.

WARRANTY DEED

R. LAMONT STEVENS and BERNICE F. STEVENS, his wife, Grantors, of Salt Lake City, Salt Lake County, State of Utah, hereby convey and warrant to RAY P. GREENWOOD and APVILVA H. GREENWOOD his wife, as joint tenants with full rights of survivorship and not as tenants in common, Grantees, of Murray, Salt Lake County, State of Utah, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the following described tracts of land situate in the County of Summit, State of Utah, to wit:

The South one-half of the Southwest quarter and the Southwest quarter of Southeast Quarter of Section 19, Township 1 South, Range 4 East, Salt Lake Meridian; containing 120 acres of land, more or less;

Also, Lot One (1) Section Thirty (30) Township and Range aforesaid, containing 40.69 acres;

Also beginning at a point 1370 feet South and 1320 feet East from the Northwest corner of Section Thirty (30), Township and Range aforesaid, and running thence East 2027.9 feet; thence North 3°02' West 1296 feet; thence West 1959.3 feet; thence South 1296 feet, to the point of beginning, and containing 59.3 acres, more or less;

Also, beginning at the Northeast corner of Section thirty (30) Township and range aforesaid and running thence South 2640 feet to the Southeast corner of the Northeast quarter of said Section 30; thence West 1812.4 feet to the East boundary of the right-of-way of the Park City Branch of the Denver & Rio Grande Railroad; thence North 3°02' West 2660 feet to the North line of said Section 30; thence East 1952.7 feet, to the point of beginning, containing 109.43 acres;

Also, beginning at a point on the intersection of the North line of Section thirty (30) Township and Range aforesaid, and the West boundary of the right of way of the Park City branch of the Denver and Rio Grande Railroad, and running thence West along the North line of said Section 30, 3277 feet more or less to the Northwest corner of said Section 30; thence South 24 feet; thence East 1278 feet more or less to the West boundary of the right-of-way of said railroad; thence North 3°02' West along said right of way 24.3 feet to the point of beginning, containing 1.6 acres, more or less.

Also the South half of the Northwest quarter of the Northwest quarter and the Southwest quarter of the Northwest quarter of Section twenty-nine (29), Township 1 South, Range 4 East, Salt Lake Meridian, containing 60 acres of land, more or less. Excepting therefrom the following: Beginning at a point on Westerly boundary line of County Road or highway, at intersection of South line of Lot one (1) said point beginning South 1320 feet, East 126 feet from Northwest corner of lot one (1) Section 30, Township one (1) South, Range four (4) East, Salt Lake Meridian and running along Westerly line of Highway North 14°10' East 264 feet, thence West 170.14 feet, thence on a line parallel with westerly line of said Highway South 14°10' West 264 feet, thence East 170.14 feet to beginning, containing one (1) acre.

Together with and including all water and water rights in any way appertaining thereto, connected therewith, or used thereon, including, but not by way of limits, all water in Weber River district, and two (2) second feet of water from the flow of the Silver King Consolidated tunnel, and any other water owned, used or to which Seller is entitled upon said lands.

Subject to two mortgages in favor of the Federal Land Bank, on which the unpaid balance is approximately \$17,500.00.

WITNESS the hands of the said Grantors this 21st day of May, 1954.

R. Lamont Stevens

R. Lamont Stevens

Bernice F. Stevens

Bernice F. Stevens

STATE OF UTAH )  
                  ) ss.  
COUNTY OF SALT LAKE )

On this 21st day of May, 1954, personally appeared before me R. LAMONT STEVENS and BERNICE F. STEVENS, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Marcy A. McMurray Notary Public

(SEAL) My Commission Expires: April 22, 1957 Residing At Salt Lake City, Utah

Recorded at the request of Ray P. Greenwood, Aug. 10 A.D. 1954, 1:45 P.M.  
Lorea H. Blonquist, County Recorder.

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was signed in behalf of said corporation by authority of a resolution of its board of directors and said P. M. Michelsen and D. E. Judd each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

SEAL  
My commission expires Feb. 26, 1954

Wallace H. Penrose  
Notary Public  
Residing at: Salt Lake City, Utah

Recorded at the request of P. H. Neeley, April 7, A.D. 1953 at 3:45 P.M.

Lorea H. Brown, County Recorder.

Entry No. E2721

QUIT CLAIM DEED

H 587

FLETCHER FARMS, a Utah corporation, organized and existing under the laws of the State of Utah, with its principal office at Summit County, State of Utah, Grantor, hereby QUIT CLAIMS to RAY P. GREENWOOD and ARVILLA H. GREENWOOD, his wife, as joint tenants and not as tenants in common, with full rights of survivorship, Grantees, of Salt Lake County, State of Utah, for the sum of TEN and NO/100 Dollars (\$10.00) and other good and valuable considerations, the following described tracts of land in Summit County, State of Utah:

Lot 1, Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

Also, Beginning at a point 1320 feet South and 1320 feet East from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence East 2027.4 feet; thence North 3°02' West 1296 feet; thence West 1959.3 feet; thence South 1296 feet to the point of beginning, containing 59.3 acres, more or less.

Subject to existing rights of way.

This quit claim deed is given to remove any cloud cast upon the record title of the above described property which may have been granted by that certain Warranty Deed dated August 13, 1926, and recorded August 14, 1926, in Book "O" of Warranty Deeds, pages 350-1, and that certain Quit Claim Deed dated February 7, 1935, and recorded February 11, 1935, in Book "F" of Quit Claim Deeds at page 443, official records of Summit County, Utah, pertaining to the conveyance of 4.46 acres.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 26th day of March, 1953.

FLETCHER FARMS, A Utah corporation

Attest:  
Ellen Fletcher Felton  
Secretary

By: James I. Fletcher  
Vice-President

STATE OF UTAH )  
County of Salt Lake ) ss

On the 26 day of March, 1953, personally appeared before me James I. Felton and Ellen Fletcher Felton, who by me duly sworn did say, each for himself, that he the said James I. Felton is the President, and she, the said Ellen Fletcher Felton is the Secretary-Treasurer of Fletcher Farms, 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 James I. Felton and Ellen Fletcher Felton each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

SEAL  
My commission expires May 24, 1953  
Residing at:

W. Douglas Allen  
Notary Public

00498635 BK01115 P

Page 549

Recorded at the request of P. H. Neeley, April 7, A.D. 1953, 3:45 P.M.

Lorea H. Brown, County Recorder. (22)

Entry No. E2746

QUIT CLAIM DEED

SUMMIT COUNTY, a municipal corporation of the State of Utah, grantor hereby conveys and quit claims all its right title and interest acquired under tax sale for the year 1904 to Hyrum Newton, also known as Hyrum J. Newton, of Magna, Salt Lake County, State of Utah, Grantee for the sum of \$1.00 and other good and valuable consideration, deed the following described property in Summit County Utah to-wit:

The North one-half of Section 10, Township 1 North, Range 6 East of the Salt Lake Base and Meridian, containing 320 acres, more or less.

The above property was sold for delinquent taxes for the years, 1904 and 1905, inclusive in the name of the Hyrum Newton, and an auditor's deed taken by Summit County, on May 11th, 1909, said land being erroneously assessed and said sales and auditor's deed being erroneous as said land was then in the name of the State of Utah.

This deed is made under authority of Section 80-10-68 Utah Code Annotated 1943 and

Recorded at the request of H. J. Nathan, April 7, A.D. 1953, at 11:00 A.M.  
Lorea H. Brown, County Recorder.

Entry No. 82720 QUITCLAIM DEED

MARKED

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UTAH SAVINGS AND TRUST COMPANY, a Utah corporation, organized and existing under the laws of the State of Utah, with its principal place of business at Salt Lake City, Salt Lake County, State of Utah, Grantor, hereby QUITCLAIMS to RAY P. GREENWOOD and ARVILLA H. GREENWOOD, his wife, as joint tenants and not as tenants in common, with full rights of survivorship, Grantees, of Salt Lake County, State of Utah, for the sum of TEN and NO/100 Dollars (\$10.00) and other good and valuable considerations, the following described tracts of land in Summit County, State of Utah, all in Township 1 South, Range 4 East, Salt Lake Base and Meridian:

The South one half of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, containing 120 acres, more or less.

Also, Lot 1 of said Section 30, containing 40.99 acres.

Also, Beginning at a point 1320 feet South and 1320 feet East from the Northwest corner of Section 30, Township and Range aforesaid, and running thence East 2027.9 feet; thence North 3° 02' West 1296 feet; thence West 1959.3 feet; thence South 1296 feet to the point of beginning, containing 59.3 acres, more or less.

Also, Beginning at the Northeast corner of said Section 30, and running thence South 264.0 feet to the Southeast corner of the Northeast quarter of said Section 30; thence West 1512.4 feet to the East boundary line of the right of way of the Park City Branch of the Denver & Rio Grande Railroad; thence North 3° 02' West 2660 feet to the North line of said Section 30; thence East 1952.7 feet to the point of beginning, containing 109.83 acres, more or less.

Also, Beginning at a point on the intersection of the North line of said Section 30, and the West boundary line 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 30, 3277 feet more or less to the Northwest corner of said Section 30; thence South 24 feet; thence East 3278 feet, more or less, to the West boundary of the right of way of said railroad; thence North 3° 02' West along said right of way 24.3 feet to the point of beginning, containing 1.8 acres, more or less.

Also, the South half of the Northwest quarter of the Northwest quarter and the Southwest quarter of the Northwest quarter of said Section 29, containing 60 acres, more or less.

Excepting the following parcel conveyed to James P. Rasmussen and Velma Bonnar Rasmussen by the Fletcher Farms in 1936:

Beginning at a point on the Westerly boundary line of the County Road or Highway at the intersection of the South line of Lot 1, said point being South 1320 feet and East 826 feet more or less from the Northwest corner of said Lot 1, Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running along the Westerly line of highway North 14° 10' East 264 feet; thence West 170.14 feet; thence on a line parallel with Westerly line of said highway South 14° 10' West 24 feet; thence East 170.14 feet to the place of beginning, containing 1 acre, more or less.

Together with all water and water rights used or enjoyed on the above described property including all water in the Weber River District and 2 second feet of water from the flowing of the Silver King Conserved Tunnel.

Together with all improvements and together with and subject to all existing easements and rights of way thereunto belonging.

0049265

This Quitclaim Deed is given to remove any cloud which may have been cast upon the record title of the above described property by reason of that certain Assignment of Real Estate Contract dated February 2, 1949, and recorded February 10, 1949, in Book "Z" at page 421 and that certain Assignment of Contract dated February 19, 1949, and recorded February 28, 1949, in Book "Z" at page \_\_\_\_\_ as entry No. 78399 and that certain Assignment of Contract dated April 6, 1949, and recorded April 28, 1949, in Book "Z" at page 468, all in official records of Summit County, Utah, wherein the Utah Savings and Trust Company appears as party of the second part.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 12 day of March, 1953.

ATTEST: D. E. Judd, Secretary  
BY: F. M. Michelsen, Executive Vice President

STATE OF UTAH  
County of Salt Lake

I, the undersigned, on this 12th day of March, 1953, personally appeared before me, F. M. Michelsen, D. E. Judd, both being by me duly sworn did say, each for himself, that he, the said F. M. Michelsen, is the Executive Vice President, and the said D. E. Judd, is the Assistant Secretary of the Utah Savings and Trust Company, and that the within and foregoing instrument

REC. FILE'S MEMO  
REGISTRY OF WRITING, COPYING OF  
PRINTING UNITS, FACTORY, IF THE  
DOCUMENT WHEN RECEIVED



was signed in behalf of said corporation by authority of a resolution of its board of directors and said F. M. Michelsen and D. E. Judd each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Wallace H. Penrose  
Notary Public

SEAL My commission expires Feb. 26, 1954. Residing at: Salt Lake City, Utah

Recorded at the request of P. H. Nealey, April 7, A.D. 1953 at 3:45 P.M.

Lorea H. Brown, County Recorder.

Entry No. 82721 QUIT CLAIM DEED

FLETCHER FARMS, a Utah corporation, organized and existing under the laws of the State of Utah, with its principal office at Summit County, State of Utah, Grantor, hereby QUIT CLAIMS to RAY P. GREENWOOD and ARVILLA H. GREENWOOD, his wife, as joint tenants and not as tenants in common, with full rights of survivorship, Grantees, of Salt Lake County, State of Utah, for the sum of TEN and NO/100 Dollars (\$10.00) and other good and valuable considerations, the following described tracts of land in Summit County, State of Utah:

Lot 1, Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

Also, Beginning at a point 1320 feet South and 1320 feet East from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence East 2027.9 feet; thence North 3°02' West 1296 feet; thence West 1959.3 feet; thence South 1296 feet to the point of beginning, containing 59.3 acres, more or less.

Subject to existing rights of way.

This quit claim deed is given to remove any cloud cast upon the record title of the above described property which may have been granted by that certain Warranty Deed dated August 13, 1928, and recorded August 14, 1928, in Book 70 of Warranty Deeds, pages 350-1, and that certain Quit Claim Deed dated February 7, 1935, and recorded February 11, 1935, in Book 77 of Quit Claim Deeds, at page 443, official records of Summit County, Utah, pertaining to the conveyance of 4.46 acres.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 26th day of March, 1953.

FLETCHER FARMS, A Utah corporation

By: James I. Fletcher  
Vice-President

Attest:  
Ellen Fletcher Felton  
Secretary

STATE OF UTAH )  
County of Salt Lake ) ss

On the 26 day of March, 1953, personally appeared before me James I. Felton and Ellen Fletcher Felton, who being by me duly sworn, did say, each for himself, that he the said James I. Felton is the Vice-President, and she, the said Ellen Fletcher Felton is the Secretary-Treasurer of Fletcher Farms, 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 James I. Felton and Ellen Fletcher Felton each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

SEAL My commission expires May 24, 1954. Residing at: Salt Lake City, Utah  
W. Douglas Allen  
Notary Public

Recorded at the request of P. H. Nealey, April 7, A.D. 1953, 3:45 P.M.

Lorea H. Brown, County Recorder.

Entry No. 82718 QUIT CLAIM DEED

MAGNUS COUNTY, a municipal corporation of the State of Utah, Grantor hereby conveys and claims All title and interest acquired under the title for the year 1909, to Hyrum Newton, also known as Hyrum J. Newton, of Magna, Salt Lake County, State of Utah, Grantee, for the sum of \$1.00 and other good and valuable consideration, deed the following described property in Summit County, Utah to-wit:

The north one-half of Section 10, Township 1 North, Range 6 East of the Salt Lake Base and Meridian, containing 320 acres, more or less.

This property was sold for delinquent taxes for the years 1908 and 1909, and the proceeds of the sale were paid to the Hyrum Newton, and an auditor's deed taken by said Hyrum Newton, in the name of the Hyrum Newton, and said land being separately assessed and said land being separately assessed and said land being separately assessed and said land being separately assessed.

This deed is made under authority of Section 80-10-80 Utah Code Annotated (1943) and

RECORDED'S MEMO  
CAPABILITY OF WRITING TYPING IN  
REVISIONS UNDESIRABLE IN THIS  
SYSTEM WHEN GENERAL

Richard W. Campbell  
(Notary Public)

Residing at Ordan, Utah

My Commission Expires: Sept 10, 1968  
(Notary Seal)

(NOTARIAL SEAL)

Recording Data

(Fees \$)	Serial No.
(Entry No.)	Platted ( )
	Recorded ( )
	Indexed ( )
	Abstracted ( )
	Compared ( )
	Filed ( )

33

Recorded at the request of Security Title Company, January 7, A.D. 1965 at 1:35 P.M.

Wanda Y. Spriggs, Summit County Recorder:

Entry No. 100193

Revenue Stamps \$99.00 (Cancelled)

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

WARRANTY DEED

443

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. Mallin and Marie M. Mallin, his wife, as joint tenants, with full right of survivorship, grantee, 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 S $\frac{1}{2}$  & the S $\frac{1}{2}$  of S $\frac{1}{2}$  of Sec. 19, Tp. 1 South, Rg. 4 E $\frac{1}{2}$ W, containing 120 acres, more or less.
- 2- Also Lot 1 of Sec. 30, T- 1 South, Rg. 4 E $\frac{1}{2}$ W, 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. N. 1,959.3 ft; th. S. 1,296 ft. to beg. cont. 59.3 acres more or less.
- 4- Also beg. at the NW cor. of Said Sec. 30; th. S. 2,640 ft. to SW cor. of N $\frac{1}{2}$  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 $\frac{1}{2}$  of NW $\frac{1}{4}$  of Sec. 29, Tp. 1 S. Rg. 4 E $\frac{1}{2}$ W, containing 60 acres of land.

excepting from the foregoing parcels the following: Beg. at a point on the Wly 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 E $\frac{1}{2}$ W; and run along Wly line of highway N. 14° 10' E. 254 ft; th. W. 170.14 ft; th. on a line parallel with Wly line of said Highway S. 14° 10' E. 254 ft; th. E. 170.14 ft. to beg. cont. 1 acre.

Also excepting that certain tract of land containing 4.46 acres, more or less, located in said Section 30, conveyed to Summit County, a municipal corporation, by deed recorded August 14, 1928 in Book 0 of Warranty Deeds, pages 350-351, of the records of Summit County, Utah.

Including the old Denver & Rio 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

00498635 Bk01115 Pg01552

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

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that they executed the same.

(NOTARIAL SEAL)

J.P. Hecassy  
Notary Public.

My Commission Expires: 1/12/53

Residing in Sandy, Utah

\*\*\*\*\*

Recorded at the request of Utah Savings & Trust Abstract, January 8, A.D. 1963 at 9:14 A.M.

Manda Y. Spriggs, Summit County Recorder:

Entry No. 100193

WARRANTY DEED  
(Corporate Form)

Continental Thrift & Loan Co. of Midvale by merger with Guston Finance, a corporation organized and existing under the laws of the State of Utah, with its principal office at Midvale, Utah, of County of Salt Lake, State of Utah, grantor, hereby conveys and warrants to Alvin S. Nordgran & Dorothy Nordgran Grantee of Murray, Utah for the sum of ten and no/100 and other good and valuable consideration DOLLARS, the following described tract of land in Summit County, State of Utah:

Beginning at a point North 2493.04 feet and West 2125.39 feet from the S.W. Corner Section 27 T. 1 N. R. 7 E. S.L.B.M. said point being the center line of a 30 foot Right of Way thence S. 53° 34' W. 179.39 feet along said center line thence E. 12° 31' N. 175.0 feet thence N. 73° 13' E. 175.75 feet thence S. 11° 27' E. 144.33 feet to the point of beginning.

Subject to an easement along the above described Right of Way for the use and benefit of any person now owning or who may acquire property in the tract known as "Aspen Acres".

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 4th day of September A.D., 1963.

Attest:

Med B. Combs  
Secretary.

Continental Thrift & Loan Company  
By Walton R. Farmer  
Executive Vice President.

(Corporate Seal)  
(SEAL)

STATE OF UTAH,  
County of Salt Lake (ss.)

00498635 Bk01115 Pg00553

On the 4th day of September, A.D. 1963 personally appeared before me Walton R. Farmer and Med B. Combs who being by me duly sworn did say, each for himself, that he, the said Walton R. Farmer is the president, and he, the said Med B. Combs is the secretary of Continental Thrift & Loan Company, 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 Walton R. Farmer and Med B. Combs each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

(NOTARIAL SEAL)

David J. Thomas  
Notary Public.

My Commission expires: 7/31/55

My residence is Salt Lake City, Utah.

\*\*\*\*\*

Recorded at the request of Alvin S. Nordgran, Jan. 11 A.D. 1965 at 9:30 A.M.

Manda Y. Spriggs, Summit County Recorder:

Entry No. 100212

WARRANTY DEED

Alfonzo McNeil and Belva McNeil, husband and wife, grantor of Francis, County of Summit, State of Utah, hereby CONVEY and WARRANT to Karl Ray Thompson and Tamera Judy Thompson, as joint tenants and to the survivor grantee of Francis, Summit County, Utah for the sum of One DOLLARS, the following described tract of land in Summit County, State of Utah:

Commencing 13 feet east of the Southwest corner of the Southwest quarter of Section 28, Township 2 South, Range 6 East of the Salt Lake Base and Meridian, and running thence East 2 rods, thence North 13 rods, thence West 2 rods, thence South 13 rods to the place of beginning.

WITNESS, the hand of said grantors, this 9th day of January, A.D. 1965.

Signed in the Presence of

Alfonzo McNeil

C

00498635 BR01115 Pg00554

Recorded at the request of Pete Pearce, December 3rd, A.D. 1934, at 3:00 o'clock P.M.

Viola Zumbrunnen, County Recorder

Doc. No. 53172

WARRANTY DEED

THE FLETCHER FARMS, A Corporation of Utah, with its principal place of business at Park City Summit County, State of Utah, Grantor, hereby CONVEYS and WARRANTS in the proportions hereinafter set forth to ROBERT R. FLETCHER, JAMES I. FLETCHER, ELLEN FLETCHER FELTON and LOUISE FLETCHER DICKERMAN, of Park City, Utah, Grantees, for the sum of Ten Dollars and other good and valuable considerations, the following described tracts of land in Summit County, State of Utah:

All of Section 25; North half of Northeast 1/4, Southwest 1/4 of Northeast 1/4; Northwest 1/4, East half of Southwest 1/4 and Southeast 1/4 of Southwest 1/4, of Section 30; all in Township 1 South, Range 4 East, Salt Lake Meridian; also, a part of Sections 30 and 31, Township 1 South, Range 4 East, Salt Lake 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 West line of right-of-way of Denver & Rio Grande Railroad Company; thence South 3° 02' East along said line 1320 feet more or less to South line of Northeast 1/4 of said Section 30; thence West 777.78 feet more or less to center of said Section 30; thence South 160 rods; thence continuing South into said Section 31, 26-2/3 rods; thence West 70 rods to center of a Road; thence South along center of said Road 20-2/3 rods more or less to a point that is South 86° 48' East 33 feet from the Northeast corner of the tract of land conveyed to William Archibald by deed recorded March 23, 1929, in Book "0" of Warranty Deeds, at pages 456-7, of the records of Summit County, State of Utah; thence North 86° 48' West 708 feet more or less to the Northwest corner of the tract of land conveyed to William Archibald above described; 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 "0" of Warranty Deeds, at page 456, of the records of said Summit County; thence South 0° 18' East 76.73 feet along boundary of said last mentioned land; thence North 89° 30' West along boundary of last mentioned land 787.16 feet to West line of said Section 31; thence North 89° 30' West along boundary of said Section 31; and thence continuing North along the West line of aforesaid Section 30, 240 rods, more or less, to the point of beginning. Together with all water rights belonging thereto.

Subject to the lien of the General Taxes of the year 1934 and to the mortgage indebtedness against said land now held by Thomas L. Fowers, which the said Grantees assume and agree to pay. Said Grantees to take hereunder in the following proportions:

- Robert R. Fletcher ..... an undivided ..... 1/900ths interest
- James I. Fletcher ..... an undivided ..... 450/900ths interest
- Ellen Fletcher Felton .. An undivided ..... 300/900ths interest
- Louise Fletcher Dickerman an undivided / ..... 149/900ths interest.

That this conveyance is made pursuant to a Resolution of the stockholders and confirmed by the Board of Directors at meetings of stockholders and Board of Directors held on November 30, 1934.

IN WITNESS WHEREOF the said Grantor has caused this instrument to be executed and its corporate seal affixed this 30th day of November, A.D. 1934.

SIGNED IN PRESENCE OF:

J.S. Ensign

THE FLETCHER FARMS,

By Robert R. Fletcher  
President

STATE OF UTAH

County of Salt Lake

On the 30th day of November, A.D. 1934, personally appeared before me ROBERT R. FLETCHER, who being by me duly sworn did say, that he is the President of the Fletcher Farms, a Corporation of Utah, and that the above instrument was signed in behalf of said Corporation pursuant to a Resolution of its stockholders and confirmed by its Board of Directors, and the said Robert R. Fletcher acknowledged to me that said Corporation executed the same.

(SEAL)

My Commission expires:  
November 14, 1938.

J.W. Ensign  
Notary Public, Residing at Salt  
Lake City, Utah

Recorded at the request of J.W. Ensign, December 4, A.D. 1934 at 11:0'clock A.M.

Viola Zumbrunnen, County Recorder.

REC'D MEMO  
REGULARITY OF WRITING, INK OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

4114 9 26 34

Entry No. 33614

SUMMIT COUNTY, a County of the State of Utah, Grantor, of Coalville, Utah, hereby QUIT-CLAIMS to THE FLETCHER PAPERS, a corporation of Utah, Grantee, of Park City, Utah, for the sum of \$1.00, the following described tracts of land in Summit County, State of Utah:

In Township 1 South, Range 4 East, Salt Lake Meridian: South half of Southwest  $\frac{1}{4}$ , and Southwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  of Section 19;

South half of Northwest  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$ , and Southwest  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$  of Section 29;

The Northeast  $\frac{1}{4}$ , the Northwest  $\frac{1}{4}$ , and the Southwest  $\frac{1}{4}$  of Section 30;

Beginning at the Northwest corner of Section 31, and running thence East 160 Rods; thence South 26-2/3 Rods; thence West 70 Rods to center of a road; thence South along center of said road 20-2/3 Rods more or less to point that is South 86°46' East 33 feet from the Northeast corner of the tract of land conveyed to William Archibald by Deed recorded March 23, 1929 in Book "C" of Warranty Deeds, at pages 456-7, of the records of Summit County, State of Utah; thence North 86°40' West 702 feet more or less to the Northwest corner of the tract of land conveyed to William Archibald, as above described;

thence South 0°28' East 168 feet more or less to the corner of the tract of land conveyed to William Archibald by another Deed recorded March 23, 1929 in Book "C" of Warranty Deeds, at page 456, of the records of said Summit County; thence South 0°18' East 76.73 feet along boundary of said last mentioned tract of land; thence North 09°20' West along boundary of last mentioned land 787.16 feet, to West line of said Section 31; thence North 97°9' East to the Northwest corner of said Section 31 and the place of beginning.

In Township 1 South, Range 3 East, Salt Lake Meridian: The North half of Northeast  $\frac{1}{4}$ , Southwest  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$ , Northwest  $\frac{1}{4}$ , West half of Southwest  $\frac{1}{4}$ , and Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 36.

This deed is made under authority of Section 80-10-68 of the Revised Statutes of Utah, 1933, and in pursuance of an order of the Board of County Commissioners of said Summit County made Feb. 4, 1935.

IN WITNESS WHEREOF said Grantor has caused this instrument to be duly executed by its County Clerk and its Seal affixed this 7th day of February, A. D. 1935.

(SEAL) SUMMIT COUNTY, A Corporation of Utah, By John E. Wright, County Clerk. STATE OF UTAH, COUNTY OF SUMMIT )

On the 7th day of Feb. A.D. 1935, personally appeared before me John E. Wright, who being by me duly sworn did say, that he is the County Clerk of Summit County, State of Utah, and that the above instrument was signed by him in behalf of said Summit County pursuant to a resolution of the Board of County Commissioners of said Summit County made the 4th day of Feb. 1935, and the said John E. Wright acknowledged to me that said corporation executed the same.

Viola Zumbrenner, County Recorder of Summit County, State of Utah, Residing at Coalville, Utah.

(SEAL) Recorded at the request of J. W. Ensign, Feb. 11th, A.D. 1935, at 11:00 clock A.M. Viola Zumbrenner, County Recorder.

Entry No. 53614

QUIT CLAIM DEED

SUMMIT COUNTY, a County of the State of Utah, Grantor, of Coalville, Utah, hereby QUIT CLAIMS to THE FLETCHER FALES, a corporation of Utah, Grantee, of Park City, Utah, for the sum of \$1.00, the following described tracts of land in Summit County, State of Utah:

In Township 1 South, Range 4 East, Salt Lake Meridian: South half of Southwest 1/4, and Southwest 1/4 of Southeast 1/4 of Section 19;

South half of Northwest 1/4 of Northwest 1/4, and Southwest 1/4 of Northwest 1/4 of Section 29; The Northeast 1/4, the Northwest 1/4, and the Southwest 1/4 of Section 30;

\* Beginning at the Northwest corner of Section 31, and running thence East 160 Rods; thence South 26-2/3 Rods; thence West 70 Rods to center of a road; thence South along center of said road 30-2/3 Rods more or less to point that is South 86°48' East 33 feet from the Northeast corner of the tract of land conveyed to William Archibald by Deed recorded March 23, 1929 in Book "0" of Warranty Deeds, at pages 456-7, of the records of Summit County, State of Utah; thence North 86°48' West 702 feet more or less to the Northwest corner of the tract of land conveyed to William Archibald, as above described; thence South 0°29' East 168 feet more or less to the corner of the tract of land conveyed to William Archibald by another Deed recorded March 23, 1929 in Book "0" of Warranty Deeds, at page 456, of the records of said Summit County; thence South 0°18' East 76.73 feet along boundary of said last mentioned tract of land; thence North 89°30' West along boundary of last mentioned land 787.15 feet, to West line of said Section 31; thence North 979 feet to the Northwest corner of said Section 31 and the place of beginning.

In Township 1 South, Range 3 East, Salt Lake Meridian; The North half of Northeast 1/4, Southwest 1/4 of Northeast 1/4, Northwest 1/4, West half of Southwest 1/4, and Southeast 1/4 of the Southwest 1/4 of Section 36.

This deed is made under authority of Section 80-10-68 of the Revised Statutes of Utah, 1933, and in pursuance of an order of the Board of County Commissioners of said Summit County made Feb. 4, 1935.

IN WITNESS WHEREOF said Grantor has caused this instrument to be duly executed by its County Clerk and its Seal affixed this 7th day of February, A. D. 1935.

(SEAL) SUMMIT COUNTY, A Corporation of Utah, By John E. Wright, County Clerk.

On the 7th day of Feb. A.D. 1935, personally appeared before me John E. Wright, who being by me duly sworn did say, that he is the County Clerk of Summit County, State of Utah, and that the above instrument was signed by him in behalf of said Summit County pursuant to a resolution of the Board of County Commissioners of said Summit County made the 4th day of Feb. 1935, and that said John E. Wright acknowledged to me that said corporation executed the same.

(SEAL) Viola Zumbrennen, County Recorder of Summit County, State of Utah, Residing at Coalville, Utah.

Recorded at the request of J. W. Ensign, Feb. 11th, A.D. 1935, at 11:0'clock A.M. Viola Zumbrennen, County Recorder.

*Handwritten note:* 1/25 26/3 Rods

RECORDED MEMO  
LEGIBILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

00498635 Bk01115 Pg00557

Q/165

11-11-3377

THIS INDENTURE, Made this 29th day of January, A.D. 1935, between THE FLETCHER FARM, a Corporation of Utah, the Party of the First, and ROBERT R. FLETCHER, JAMES I. FLETCHER, ELLEN FLETCHER FELTON and LOUISE FLETCHER DICKERMAN, of Park City, Utah, Parties of the Second Part,

WITNESSETH:

That the said party of the First Part for and in consideration of the sum of Ten Dollars, lawful money of the United States of America; to it in hand paid by the said parties of the Second Part, and other good and valuable considerations, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does GRANT, BARGAIN, SELL, ALIEN, REMISE, RELIASE, CONVEY and CONFIRM, unto the said parties of the Second Part, and to their heirs and assigns forever, all those certain water rights situated, lying and being in the County of Summit, State of Utah, described as follows, to-wit:

Claim 348  
of Award  
277 =  
44,44 & 417

Four cubic feet per second during high water stage or three cubic feet per second during low water stage; the same being a part of Claim # 348 of Award # 277 of the Proposed Determination of Water Rights by the State Engineer of the State of Utah, as filed in that certain action entitled, Plain City Irrigation Company, Plaintiff, vs- Hooper Irrigation Company, et al., Defendants, filed in the District Court of the Second Judicial District in and for Weber County, State of Utah;

Also all of the waters supplemental to the above waters.

41,416  
(a) 42  
54,44 & 417  
of 416

The above being part of the waters described under Section "A" and all of the waters described under Section "B" of the aforesaid Award of Waters, and all of said waters are to be used upon a part of Sections 30 and 31, Township 1 South, Range 4 East, Salt Lake 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 right of way of Denver & Rio Grande Railroad Company; thence South 3° 02' East along said line 1320 feet more or less to South line of Northeast 1/4 of said Section 30; thence West 777.76 feet more or less to center of said Section 30; thence South 160 rods; thence continuing South into said Section 31, 26-2/3 rods; thence West 70 rods to center of a road; thence South along center of said road 20-2/3 rods more or less to a point that is South 86°48' East 33 feet from the Northeast corner of the tract of land conveyed to William Archibald by deed recorded March 23, 1929 in Book "O" of Warranty Deeds, at pages 456-7 of the records of Summit County, State of Utah; thence North 86°48' West 782 feet more or less to the Northwest corner of the tract of land conveyed to William Archibald above described; 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° 18' East 76.73 feet along boundary of last mentioned land; thence North 89° 30' West along boundary of last mentioned land 787.16 feet to West line of said Section 31; thence North 979 feet to the Northwest corner of said Section 31; and thence continuing North along the West line of the aforesaid Section 30, 240 rods more or less to the point of beginning.

This Deed is given to particularly specify and describe the water rights referred to in that certain Warranty Deed dated November 30, 1934, made by the above named party of the First Part to the said Parties of the Second Part and recorded in the Office of the County Recorder of Summit County, State of Utah, on December 4, 1934 in Book "Q" of Warranty Deeds, page 132.



TOGETHER with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining; also all of the right, title, interest, estate, property, possession, claim and demand whatsoever as well in law as in equity of the said party of the First Part, of, in or to the said premises, and every part or parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances unto the said parties of the Second Part, to their heirs and assigns forever.

IN WITNESS WHEREOF, the said Party of the First Part has caused this instrument to be duly executed, this the day and year first above written.

THE FLETCHER FARMS,

By Robert R. Fletcher  
President.

SIGNED IN PRESENCE OF:

Ilene Stephens

STATE OF UTAH, )  
County of Salt Lake, ) ss.

On the 29th day of January, A.D. 1935, personally appeared before me ROBERT R. FLETCHER who being by me duly sworn did say, that he is the President of THE FLETCHER FARMS, A CORPORATION OF UTAH, and that the above instrument was signed in behalf of said Corporation pursuant to a Resolution of its stockholders and confirmed by its Board of Directors, and the said Robert R. Fletcher acknowledged to me that said Corporation executed the same.

My Commission expires Nov. 14, 1938.

(SEAL)

J.W. Ensign  
Notary Public, residing at Salt  
Lake City, Utah (SEAL)

Recorded at the request of R.R. Fletcher, March 21st, A.D., 1935, at 9:30 o'clock A.M.  
Viola Zumbrennen, County Recorder.

RECORDER'S MEMO  
LEGIBILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

00498635 BK01115 Pg00559

Entry No. 72653 WARRANTY DEED

James I. Fletcher and Mary T. Fletcher, his wife, Louise Fletcher Dickerman and Adolph Dickerman, her husband, Grantors, of Park City, Summit County, State of Utah, hereby convey and warrant to Robert R. Fletcher and Allen Fletcher, Felton, Grantee, of the same place, in the proportions hereinafter stated, for the sum of Ten Dollars and other good and valuable considerations, an undivided 599/900ths interest in and to the following described tracts of land in Summit County, State of Utah:

All of Section 25; North half of northeast 1/4, Southwest 1/4 of Northeast 1/4, Northwest 1/4, West half of Southwest 1/4, and Southeast 1/4 of Southwest 1/4 of Section 36; all in Township 1 South, Range 3 East, Salt Lake Meridian; Also, a part of Sections 30 and 31, Township 1 South, Range 4 East, Salt Lake 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 right of way of Denver & Rio Grande Railroad Company; thence South 3°02' East along said line 1320 feet more or less to South line of Northeast 1/4 of said Section 30; thence West 777.76 feet more or less to center of said Section 30; thence South 160 rods; thence continuing South into said Section 31, 26-2/3 rods; thence West 70 rods to center of a road; thence South along center of said road 20-2/3 rods more or less to a point that is South 86°48' East 53 feet from the Northeast corner of the tract of land conveyed to William Archibald by deed recorded March 23, 1929 in Book 0 of Warranty Deeds, at pages 456-7, of the records of Summit County, State of Utah; thence North 86°48' West 702 feet more or less to the Northwest corner of the tract of land conveyed to William Archibald above described; 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 0 of Warranty Deeds, at page 456, of the records of said Summit County; thence South 0°18' East 76.73 feet along boundary of last mentioned land; thence North 89°30' West along boundary of last mentioned land 787.16 feet to West line of said Section 31; thence North 979 feet to the Northwest corner of said Section 31; and thence continuing North along the West line of the aforesaid Section 30, 240 rods more or less to the point of beginning. Together with all improvements, rights, privileges, appurtenances and water rights thereto belonging or used in connection therewith.

Subject to a Mortgage now of record in favor of The Federal Land Bank of Berkeley, also a Mortgage in favor of Land Bank Commissioner, both dated January 1, 1935, and recorded March 25, 1935 in Book "13" of Mortgages, pages 160-63, and in said Book "13" page 163, of the records of said Summit County, which the grantees assume and agree to pay as part of the consideration for said premises.

To ROBERT R. FLETCHER an undivided 494/900ths interest, and to ELLEN FLETCHER FELTON, an undivided 105/900ths interest therein.

WITNESS the hands of the said Grantors this 5 day of December, A.D. 1944.

SIGNED IN PRESENCE OF

J.W. Ensign, James I. Fletcher, Mary T. Fletcher, Adolph Dickerman, Louise F. Dickerman

RECEIVED MEMO  
PROPERTY OF THE STATE OF UTAH  
RECORDS DIVISION

STATE OF UTAH, )  
COUNTY OF SUMMIT, ) ss.

On the 5 day of December, A.D. 1944, personally appeared before me James I. Fletcher and Mary T. Fletcher, his wife, Louise Fletcher Dickerman and Adolph Dickerman, her husband, the signers of the above instrument, who duly acknowledged to me that they executed the same.

(SEAL) J.W. Ensign  
Notary Public, Residing at Salt Lake City,  
Utah.

Recorded at the request of John W. Ensign, Dec., 27, A.D. 1944 at 9:30 O'clock A.M.  
Mae R. Tree, County Recorder.

Entry No. 72654 WARRANTY DEED \$21.10 Revenue Stamp

Entry No. 82663

CORRECTION QUIT - CLAIM DEED

Indra M. Young, a widow of Oakley, Utah, Doris M. Johnson and David L. Johnson, of Coalville, Utah, Zora M. Gardner, of Neola, Utah, Jay Blaine McCormick and Emily McCormick his wife, of Kamas, Utah, Keith H. McCormick and Bernice F. McCormick, his wife, of Kamas, Utah, Grantors, all being the heirs of Andrew H. McCormick deceased, of Kamas, Utah, hereby convey and quit claim to Sarah E. McCormick, Grantee of Kamas, Summit County, State of Utah, for the sum of One Dollar and other considerations, the following described tract of land situated in Summit County, State of Utah, to-wit:

Beginning at a point 23 rods North of the southeast corner of the Northeast quarter of Section 20, Township 2 South of Range 6 East of the Salt Lake Base and Meridian and running thence North 21 rods 6 feet 9 inches; thence North 61° West 37 rods 5 feet; thence North 1° East 9 rods and 2 feet; thence West a little South 40 rods and 12 feet; thence South 22 rods 3 1/2 feet; thence South 60° 26' East 79 rods and 9 1/2 feet to the place of beginning, containing 11.50 acres more or less.

Together with all water and water rights belonging to or used upon said land.

This deed is given to correct an erroneous description given in deed recorded in Book G of Quit Claim Deeds, Page 404

WITNESS the hands of said Grantors this 26th day of May, A.D. 1953.

Signed in the presence of  
ROSS E. SIDDCWAY

Indra M. Young  
Doris M. Johnson  
David L. Johnson  
Zora M. Gardner  
Jay Blaine McCormick  
Emily McCormick  
Keith H. McCormick  
Bernice F. McCormick

STATE OF UTAH  
COUNTY OF SUMMIT

On this 26th day of May 1953 personally appeared before me, Indra M. Young, Doris M. Johnson, David L. Johnson, Zora M. Gardner, Jay Blaine McCormick, Emily McCormick, Keith H. McCormick, and Bernice F. McCormick, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

MOSES C. TAYLOR  
Notary Public

(SEAL)  
Residence Kamas, Utah  
My Commission expires July 15, 1954

Recorded at the request of Mrs. David L. Johnson (Doris M.) May 28 A.D. 1953, 9:30 A.M.  
Lorea H. Brown, County Recorder

Entry No. 82673

RELEASE OF MORTGAGE AND QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That

James I. Fletcher and Mary T. Fletcher, his wife, and Louise Fletcher Dickerman, and Luella P. Okeson, and Laverne J. Miller, and Robert Felton, and Helen L. Felton, his wife, and Margaret P. Pope, and Grace F. Hone, and Beverly Felton, and Robert H. Dickerman, (unmarried) and James Robson Fletcher, and Verna Fransen Fletcher, his wife, and Esther Elizabeth Fletcher do hereby certify and declare that a certain Mortgage bearing date of December 5, 1944, filed December 27, 1944, Recorded in Book 16, Page 255 of mortgage records of Summit County, Utah, covering the following described property and otherwise, together with the debt thereby secured, is fully paid, satisfied and discharged.

The undersigned, in addition to releasing said mortgage, hereby QUIT CLAIM to Ellen Fletcher Felton and George L. Felton of Summit County, Utah, the following described property in said County:

All of Section 25; the NE 1/4 of NE 1/4, the SW 1/4 of NE 1/4, the NW 1/4 W 1/2 of SW 1/4 and SE 1/4 of SW 1/4 of Section 36, Tp. 1 S. R. 3 E., S.L.M.

Also a part of Sections 30 and 31, Tp. 1 S. R. 4 E., S.L.M., described as follows: Beginning at a point 60 rods South from the NW corner of said Section 30, and running thence East 334.7 feet more or less to the west line of right of way of Denver & Rio Grande Railroad Company; thence S. 3° 02' E. along said line 1320 feet more or less to S. Line of NE 1/4 of said Section 30; thence West 777.76 feet more or less to center of said section 30; thence South 160 rods; thence continuing South into said Section 31, 26-2/3 rods; thence West 70 rods to center of a road; thence South along center of said road 20-2/3 rods more or less to a point that is S. 66° 48' E. 33 feet from the NE corner of the tract of land conveyed to William Archibald by deed recorded March 23, 1929 in Book O of Warranty Deeds, at pages 456-7, of the records of Summit County, State of Utah; thence N. 66° 48' W. 702 feet, more or less to the NW corner of the tract of land conveyed to William Archibald above described; thence S. 0° 28' E. 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 S. 0° 18' E. 76.73 feet along boundary of last mentioned land; thence N. 69° 30' W. along boundary of last mentioned land 767.16 feet to West line of said section 31; thence North 979 feet to the NW corner of said Section 31; and thence continuing North along the West line of the aforesaid Section 30, 210 rods more or less to the point of beginning.

H 594

H 504

With all improvements, rights, privileges, appurtenances, and water rights.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Salt Lake City, Salt Lake County, Utah, this 22nd day of April, 1953.

Signed, Sealed and Delivered in the presence of

Warwick C. Lamoreaux

James I. Fletcher  
James I. Fletcher.

Mary T. Fletcher;  
His Wife.

Louise Fletcher Dickerman  
Louise Fletcher Dickerman

Luella P. Okeson  
Luella P. Okeson

LaVerne J. Miller  
LaVerne J. Miller

Robert Felton  
Robert Felton, and

Helen L. Felton  
His wife

Margaret P. Popex  
Margaret P. Popex

Grace F. Hone  
Grace F. Hone

Beverly Jean Felton  
Beverly Felton

Robert H. Dickerman  
Robert H. Dickerman,

James Robson Fletcher  
James Robson Fletcher, and

Verna Fransen Fletcher,  
His wife,

and

Esther Elizabeth Fletcher  
Esther Elizabeth Fletcher.

STATE OF UTAH )  
                  )ss  
County of Salt Lake )

00498635 Bk0111

pg 5 of 2

On the 22nd day of April, 1953, personally appeared before me James I. Fletcher, and Mary T. Fletcher, his wife, and Louise Fletcher Dickerman, Luella P. Okeson, Laverne J. Miller, Robert Felton, and Helen L. Felton, his wife, Margaret Pope, Grace F. Hone, Beverly Felton, Robert H. Dickerman, James Robson Fletcher, and Verna Fransen Fletcher, his wife, and Esther Elizabeth Fletcher, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

SEAL

W. C. Lamoreaux  
Notary Public residing in Salt Lake City, Utah

My commission expires: 6-29-53

Recorded at the request of Warwick C. Lamoreaux June 4, A.D. 1953 at 10:25 A.M.

Lorea H. Brown, County Recorder.

Entry No. 82894

TAX DEED

SUMMIT COUNTY, a body corporate and politic of the State of Utah, Grantor, hereby conveys to State of Utah Grantee, of Salt Lake City, Utah the following described real estate in SUMMIT COUNTY, UTAH:

North 1/2 of Lot 4, (which is NW 1/4 NW 1/4) Sec. 8 1 S 5 E. S.L.M.

North 1/2 of NW 1/4 NW 1/4 Sec. 8-1S-5E. S.L.M.

North 1/2 of NW 1/4 NE 1/4; Sec. 10-1S-5E. S.L.M.

This conveyance is made in consideration of payment by the Grantee of the sum of \$11.36 delinquent taxes, penalties, interest and costs, constituting a charge against said real estate, which was sold to said County at Preliminary sale for non-payment of general taxes assessed against it for the year 1948 in the sum of \$4.69.

Dated this day of May 1953.

SEAL

SUMMIT COUNTY  
By: J. Emerson Staples,  
County Auditor.

Entry No. 72554.

WARRANTY DEED

\$22.10 Revenue Stamps

ROBERT R. FLETCHER, widower, Grantor, of Park City, Summit County, State of Utah, hereby Convey and warrants to Ellen Fletcher Felton and George L. Felton, her husband, as joint tenants and not as tenants in common and to the survivor, Grantees, of the same piece, for the sum of Ten Dollars and other good and valuable considerations, the following described tracts of land in Summit County, State of Utah:

An undivided 495/900ths interest in and to:  
All of Section 25; North half of Northeast  $\frac{1}{4}$ , Southwest  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$ , Northwest  $\frac{1}{4}$ , west half of Southwest  $\frac{1}{4}$  and Southeast  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$  of Section 36; all in Township 1 South, Range 3 East, Salt Lake Meridian; also, a part of Sections 30 and 31, Township 1 South, Range 4 East, Salt Lake 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 right of way of Denver & Rio Grande Railroad Company; thence South  $2^{\circ}02'$  East along said line 1220 feet more or less to South line of Northeast  $\frac{1}{4}$  of Section 30; thence West 777.76 feet more or less to center of said Section 30; thence South 160 rods; thence continuing South into Section 31, 26- $\frac{2}{3}$  rods; thence West 70 rods to center of a road; thence South along center of said road 20- $\frac{2}{3}$  rods more or less to a point that is South  $86^{\circ}48'$  East 33 feet from the Northeast corner of the tract of land conveyed to William Archibald deed recorded March 23, 1929 in Book 100, of Warranty Deeds, at pages 456-7, of the records of Summit County, State of Utah; thence North  $50^{\circ}48'$  West 700 feet more or less to the Northwest corner of the tract of land conveyed to William Archibald

RECORDER'S MEMO  
LEGIBILITY OF WRITING, TYPING OR  
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DOCUMENT WHEN RECEIVED

00498635 BX01115 Pg00563

Archibald above described 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 "0" of Warranty Deeds, at page 456, of the records of said Summit County; thence South 0°18' East 76.73 feet along boundary of last mentioned land; thence North 89°10' West along boundary of last mentioned land 787.16 feet to West line of said Section 34 and thence continuing North along the West line of the aforesaid Section 30, 240 rods more or less to the point of beginning.

Together with all improvements, rights, privileges, appurtenances and water rights thereto belonging or used in connection therewith.

Subject to a Mortgage now of record in favor of The Federal Land Bank of Berkeley, also a Mortgage in favor of Land Bank Commissioner, both dated January 1, 1935, and recorded March 25, 1935, in Book "11" of Mortgages, pages 160-63, and in said Book "13", Page 163, of the records of said Summit County, which the grantees assume and agree to pay as part of the consideration for said premises.

WITNESS the hand of the said Grantor this 5 day of December A.D., 1944.

SIGNED IN PRESENCE OF:

Robert R. Fletcher

Irene S. Cook

STATE OF UTAH ( ss.  
COUNTY OF SUMMIT, )

On the 5 day of December, A.D., 1944, personally appeared before me Robert R. Fletcher, widower, the signer of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL)

J.W. Ensign  
Notary Public, residing at  
Salt Lake City, Utah.

---000---

Recorded at the request of John W. Ensign, Dec., 27, A.D. 1944 at 9:30 o'clock A.M.

Wm. R. Tree, County Recorder.

RECORDER'S MEMO  
LEGIBILITY OF WRITING, TYPING OR  
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DOCUMENT WHEN RECEIVED.

00498635 Bk01115 Pg00564

131

16

Entry No. 75832.

QUIT CLAIM DEED

ROBERT R. FLETCHER, widower, Grantor, of Salt Lake City, Salt Lake County, State of Utah, hereby quit claims to George L. Felton and Ellen Fletcher Felton, husband and wife, as joint tenants and not as tenants in common, and to the survivor, Grantess of Park City, Summit County, State of Utah, for the sum of one dollar, the following described tract of land in Summit County, State of Utah:

*Page 12*

Beginning at a point 440 feet South from the Northwest corner of the Northeast of Northwest 1/4 of Section 31, Township 1 South, Range 4 East, Salt Lake Meridian and running thence East 165 feet, thence South 20-2/3 rods, thence North 36°48' West 165 feet, thence North 20-2/3 rods more or less, to the point of beginning.

WITNESS the hand of said Grantor, this 24 day of December, A.D. 1946.

Signed in presence of: Robert R. Fletcher

J.W. Ansign

STATE OF UTAH, ( )  
County of Salt Lake) ssd.

On the 24 day of December, A.D. 1946, personally appeared before me ROBERT R. FLETCHER, widower, the signer of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL)

J.W. Ansign  
Notary Public, residing at Salt Lake City, Utah

Recorded at the request of Geo. L. Felton, Feb., 20, A.D. 1947 at 4 o'clock P.M.

Max H. Tree, County Recorder.

Entry No. 75832.

RECORDER'S MEMO  
LEGIBILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

00498635 B\*01115 P\*00565

Signed in the presence of

William J. Bardsley  
Marie O. Bardsley

STATE OF UTAH  
County of Salt Lake

On the 21st day of Feb. A.D. 1959 personally appeared before me William J. Bardsley & Marie O. Bardsley the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

(SEAL) My commission expires Sept 7, 1950 Address: Charles E. Aldous  
Notary Public

Recorded at the request of First Security Bank of Utah, June 23, A.D. 1959 at 9:30 A.M.  
Wanda Y. Spriggs, County Recorder

EA302

Entry No. 90488 Revenue Stamps \$110.00 (Cancelled)

WARRANTY DEED

V 553

GEORGE L. FELTON and ELLEN FLETCHER FELTON, his wife, and ELLEN FLETCHER FELTON in her own right, Grantors, of Snyderville, County of Summit, State of Utah, hereby convey and warrant to CANYON RIM STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a corporation on sole, Grantee, of Salt Lake City, Utah for the sum of Ten and No./100 Dollars (\$10.00) and other good and valuable considerations, the following described tracts of land in Summit County, State of Utah:

All of Section 25; the North half of the Northeast quarter, the Southwest quarter of the Northeast quarter, the Northwest quarter of Section 36, all in Township 1 South, Range 3 East of the Salt Lake Base and Meridian.

Also a 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 334.7 feet, more or less, to the West line of the right of way of the Denver & Rio Grande Railroad Company; thence South 3° 02' East along said line 1320 feet more or less to the South line of the Northeast 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 160 rods to Southwest corner of Section 30; thence North 240 rods to the point of beginning.

*Handwritten:* Road

Beginning at the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 1282.95 feet thence North 89° 43' East 630.19 feet; thence North 2° 00' East 237.64 feet; thence North 85° 24' East 365.66 feet; thence North 200.62 feet; thence S. 85° 50' East 61.85 feet; thence North 5° 31' East 164.74 feet; thence South 86° 48' East 390.42 feet; thence North 272.61 feet; thence North 85° 52' East 1171.05 feet; thence North 317.70 feet; thence West 2635.36 feet to the point of beginning. Contains 44.4 acres.

*Handwritten:* Contain 64

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 397 1/2 feet to a point in the South line of said Northwest quarter of the Northeast quarter of Section 31 and about 313.5 feet West from the Southeast corner thereof, containing 9.09 acres, more or less, 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.

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 2670.5 feet, more or less, 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 51.54 acres, more or less.

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, 80 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.



V553

The following described tract of land situate in Summit County Utah to-wit: The East half of the Northeast quarter, and the Northeast quarter of the Southeast quarter of Section 26, Township 1 South, Range 3 East, Salt Lake Meridian, containing 120 acres, more or less.

Together with a water right for the irrigation of the above described land, being Right No. 411 for 266.4 acres of the 439.4 acres decreed to the Fletcher Farms Company from the Spring, Willow and Red Pine Creeks through Cannon Nos. 1, 2, 5, Seven and Young, and E. Snyder Ditches; and 266.4/439.4 of the water under Right No. 416 decreed to Fletcher Farms Company from springs through Cannon No. 2 ditch and supplemental to Right No. 411; and 4/4 of Right No. 412 decreed to David Snyder for 94.7 acres from Spring Creek Springs and supplemented by water from Willow and Red Pine Creeks through East Snyder Ditch, all as decreed in Action No. 7487 entitled "Plain City Irrigation Company, Plaintiff, vs. Hooper Irrigation Company et al, Defendants" in the District Court of the Second Judicial District of the State of Utah, in and for Weber County.

Subject to the reservation of all minerals by the grantors and predecessors in interest underlying the aforementioned Sections 26, 25, and 31.

Subject also to all rights of way and easements of record in the Recorder's Office for Summit County, Utah.

WITNESS the hands of said Grantors, this 28 day of May 1959.

George L. Felton  
GEORGE L. FELTON

Ellen Fletcher Felton  
ELLEN FLETCHER FELTON

Ellen Fletcher Felton  
ELLEN FLETCHER FELTON  
In her own right

Signed in the Presence of:  
W. B. Howell

STATE OF UTAH )  
                  ) ss.  
County of Salt Lake)

On the 28 day of May, 1959, personally appeared before me GEORGE L. FELTON and ELLEN FLETCHER FELTON, his wife, and ELLEN FLETCHER FELTON, in her own right, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: (SEAL) 7/29/62  
W. B. Howell  
Notary Public  
Residing at:  
Salt Lake City, Utah

Recorded at the request of Wesley G. Howell, June 25, A.D. 1959 at 11:24 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 90691

Revenue Stamps \$1.10 (Cancelled)

WARRANTY DEED

MAX G. BATEMAN and VIRGINIA H. BATEMAN, his wife grantors of Kansas R.F.D., County of Summit, State of Utah, hereby CONVEYS and WARRANTS to CHARLES M. MARONEY and RUTH E. MARONEY, husband and wife as joint tenants and not as tenants in common, with full rights of survivorship grantees of 3911 Parkway Drive, Salt Lake City, Utah for the sum of ten DOLLARS, and other goods and valuable consideration the following described tract of land in Summit County, State of Utah:

Beginning at a point South 249.95 feet and West 149.68 feet from the N. W. Corner S. W. 1/4 N. W. 1/4 Section 6 T. 1 S. N. 7 E. S.L.B.M. thence S. 38°20' W. 90.0 feet thence E. 51°40' W. 100.0 feet thence N. 27°38' E. 67.6 feet thence S. 63°30' E. 115.0 feet to the point of beginning.

Seller guarantees right of way to and from property  
Seller agrees to share water from unnamed spring.

WITNESS, the hands of said grantors, this 12 day of July, A.D. 1957

Signed in the Presence of

Max G. Bateman

Virginia H. Bateman

STATE OF UTAH, )  
                  ) ss.  
County of Summit)

00498635 - B-01115 Pg00567

Entry No. 90076

**WARRANTY DEED**

GEORGE L. FELTON and ELLEN FLETCHER FELTON, his wife, and ELLEN FLETCHER FELTON in her own right, Grantors, of Saydsville, County of Summit, State of Utah, hereby convey and warrant to CANYON RIM STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a corporation organized under the laws of the State of Utah for the sum of Ten and 70/100 Dollars (\$10.70) and other good and valuable considerations, the following described tracts of land in Summit County, State of Utah:

Beginning at the northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence South 1282.95 feet thence North 89° 13' East 630.19 feet; thence North 2° 00' East 237.64 feet; thence South 85° 52' East 1171.05 feet; thence North 317.70 feet; thence West 2638.36 feet to the point of beginning. Contains 43.2 Acres.

This deed is given to correct the description of one of the parcels contained in the Warranty Deed between the same parties dated the 28th day of May, 1959 and recorded in the Recorder's office for Summit County, Utah, on the 25th day of June, 1959 in Book V on page 553, wherein the above property was described as follows:

Beginning at the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 1282.95 feet thence North 89° 13' East 630.19 feet; thence North 2° 00' East 237.64 feet; thence South 85° 52' East 1171.05 feet; thence North 317.70 feet; thence West 2638.36 feet to the point of beginning. Contains 43.2 Acres.

The Grantors, by the acceptance of this deed, acknowledge the instrument herein and hereby ratify and confirm the corrected description in this instrument.

WITNESS the hands of said Grantors, this 25th day of September 1959

George L. Felton

Ellen Fletcher Felton

Signed in the presence of \_\_\_\_\_  
\_\_\_\_\_ Ellen Fletcher Felton

\_\_\_\_\_ in her own right  
\_\_\_\_\_ personally appeared before me GEORGE L. FELTON and \_\_\_\_\_  
\_\_\_\_\_ his wife and ELLEN FLETCHER FELTON, in her own right, the signers  
of the foregoing instrument, who duly acknowledged to me that they executed the same

W. B. Howell  
Notary Public  
Residing at \_\_\_\_\_

Commission Expires: \_\_\_\_\_  
1962

THIS WARRANTY DEED is hereby accepted for and on behalf of Canyon Rim Stake of the Church of Jesus Christ of Latter-day Saints, in correction of the former deed from and to the parties in the particulars above set forth. And it is hereby acknowledged that the intent of the parties was and is to convey and purchase the land as corrected and revised in the foregoing deed.

State President and Corporation Officer of the Canyon Rim Stake of the Church of Jesus Christ of Latter-day Saints

Witness my hand and seal, October 9, A.D. 1959 at 1:16 P.M.  
Wanda Y. Spriggs, County Recorder

-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 2670.5 feet, more or less, 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 51.54 acres of land, more or less.

-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, 80 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.

The following described tract of land situate in Summit County, Utah, to-wit: The East half of the Northeast quarter, and the Northeast quarter of the Southeast quarter of Section 26, Township 1 South, Range 3 East, Salt Lake Meridian, containing 120 acres, more or less.

WITNESS, the hands of said Grantors this 28 day of May, 1959.

George L. Felton  
GEORGE L. FELTON

Ellen Fletcher Felton  
ELLEN FLETCHER FELTON

Ellen Fletcher Felton  
ELLEN FLETCHER FELTON  
in her own right

Signed in the Presence of:

W. G. Howell

STATE OF UTAH )  
                  ) ss.  
County of        )

On the 28 day of May, 1959, personally appeared before me, GEORGE L. FELTON and ELLEN FLETCHER FELTON, his wife, and ELLEN FLETCHER FELTON, in her own right, the signers of the within instrument, who duly acknowledged to me that they executed the same.

W. G. Howell  
Notary Public  
Residing in Salt Lake City, Utah

My Commission Expires: (SFAL)  
7/29/62

Recorded at the request of Wesley G. Howell, June 25, A.D. 1959 at 11:25 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 90499

QUIT CLAIM DEED

00498635 Bk01115 Pg 569

NOEL W. PETERSON, and IRMA I. PETERSON, his wife, LUCY PETERSON, A Widow, Grantors of Woodland, County of Summit, State of Utah, hereby quit claim of PHILLIP MC NEIL, Grantee of Woodland, County of Summit, State of Utah, for the sum of One Dollar (\$1.00) and her good and valuable consideration, all of our right, title and interest in and to perpetual easements to intermittently submerge, seep, flow, flood, or in any wise affect the following described property with water from whatever source flowing in the Provo River, provided, however, that such easements shall not be for a permanent reservoir, and to remove from the beds and banks of the channel or channels of the Provo River, which now or in the future may cross the lands hereinafter described, any materials which might interfere with, or affect in any manner, the flow of water in the Provo River, and to deposit on the said lands the materials so removed, and to construct, reconstruct, and maintain dikes, levees, revetments, and to enlarge or improve the river channel or channels; together with rights of ingress and egress to utilize said rights, and to survey, inspect, and patrol the river channel or channels; the said perpetual easements being upon, over, and across the following described property situate in the County of Summit, State of Utah, to-wit:

A tract of land in the Northeast Quarter of the Northwest Quarter of Section 11, Township 3 South, Range 6 East, Salt Lake Base and Meridian, containing 0.52 acres, more or less, and being more particularly described as follows:

Beginning at a point on the north-south fence between the land of Phillip and Michael McNeil and land now or formerly owned by Fred A. Peterson said point being

County of Wasatch ) \*\*.

On the 29 day of May A.D. one thousand nine hundred and fifty nine personally appeared before me RULON G. CARLILE and JENNIE B. CARLILE, his wife, the signer of the foregoing instrument, who duly acknowledge to me that they executed the same.

(SFAL)  
My commission expires Aug. 4, 1959

Russell K. Giles  
Notary Public.  
Address: Heber, Utah

Recorded at the request of Elliot Lee Pratt, June 18, A.D. 1959 at 11:10 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 90489

QUIT CLAIM DEED

I 357

15

GEORGE L. FELTON and ELLEN FLETCHER FELTON, his wife, and ELLEN FLETCHER FELTON in her own right, Grantors, of Snyderville, County of Summit, State of Utah, hereby convey and warrant to CANYON RIM STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a corporation sole, Grantee of Salt Lake City, Utah for the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the following described tracts of land in Summit County, State of Utah:

• All of Section 25; the North half of the Northeast quarter, the Southwest quarter of the Northeast quarter, the Northwest quarter, of Section 36, all in Township 1 South, Range 3 East of the Salt Lake Base and Meridian.

• Also a 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 Northeast 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 continuing South into said Section 31, 26-2/3 rods; thence West 70 rods to center of a road; thence South along center of said road 241 feet; thence North 86° 48' West, 468 feet; thence South 100 feet; thence North 86° 48' 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° 18' 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.

00498635 Bk01115

• Beginning at a point 979 feet South of the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 388 feet; thence North 89° 30' East 649.0 feet; thence North 245 feet; thence North 89° 30' East, 370 feet; thence North 204.72 feet; thence North 86° 48' West 232.50 feet; thence South 0° 28' East 76.73 feet; thence South 89° 30' West 787.16 feet to the point of beginning, containing 7.42 acres, more or less.

• Beginning at a point 851.4 feet South and South 86° 48' East 788.39 feet from the Northwest corner of said Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 86° 48' East 344 feet; thence North 0° 28' West 168 feet; thence North 86° 48' West 344 feet; thence South 0° 28' West 168 feet to the point of beginning, containing 1.33 acres, more or less.

• 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 and about 313.5 feet West from the Southeast corner thereof, containing 9.09 acres, more or less, 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.

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Wanda Y. Spriggs, County Recorder

Entry No. 95041

WARRANTY DEED

THIS INDENTURE WITNESSETH, That GEORGE L. FELTON, and ELLEN F. FELTON, his wife of Summit, County, in the State of Utah Convey and Warrant to BUD D. DUNN and BERNETTA DUNN, his wife, as joint tenants. of Summit County, in the State of Utah, for and in consideration of \$10.00 (ten dollars) or other good and valuable consideration the receipt whereof is hereby acknowledged, the following described Real Estate in Summit County in the State of Utah, to-wit:

Beginning at a point in the West line of a highway (Alternate U.S.40); said point being located 1397.48 feet East and 570.63 feet South from the north-west corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 267.96 feet; thence North 86° 12'00" West 395.39 feet; thence North 263.82 feet; thence South 86° 48'00" East 395.13 feet to the point of beginning. Contains 2.41 Acres. Together with all water rights, appurtenances or in connection with, or in any way appertaining to the above described property.

In Witness Whereof, The said parties hereunto set hand and seal, this day of 19

George L. Felton (SEal)  
Ellen F. Felton (Seal)

STATE OF INDIANA, Vanderburgh COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this fifth day of March, A.D., 1962, personally appeared the within named George L. Felton and Ellen F. Felton Grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal. (NOTARIAL SEAL)  
My Commission expires July 14, 1962 Fred A. Weaver Notary Public

Recorded at the request of Bud Dunn, April 18, A.D. 1962 at 9:22 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 95042

Revenue Stamps \$21.45 (Cancelled)

DEED OF TRUST

PROPERTY OF THE COUNTY OF INDIANA, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED.

12

Parcel 12

Entry No. 97073

WARRANTY DEED

George L. Felton and Ellen F. Felton, his wife grantor of Summit County of Utah and of the State of Utah, hereby CONVEY and WARRANT to Bud D. Dunn and Bernetta Dunn, his wife, as joint tenants, grantee of Summit County, in the State of Utah, State of Utah for the sum of \$10.00 (ten dollars) or other good and valuable consideration the receipt whereof is acknowledged, the following described tract of land in Summit County, in the State of Utah.

Beginning 440 ft S of NW cor NE 1/4 NW 1/4 Sec 31 T 1 S R 4 E SLM  
th E 165 ft; S 20.66 rods; N 66 1/2 W 165 ft; N 20.66 rods to  
beg cont 1.28 ac.

WITNESS the hand of said grantor, this 3rd day of July A.D. 1963

signed in the presence of

George L. Felton

Ellen F. Felton

STATE OF UTAH ( )  
COUNTY OF ( )

WARRANTY DEED

RECORDER'S MEMO  
LEGIBILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

On the 3rd day of July, 1963 A.D. 19 personally appeared before me the signer  
of the within instrument and duly acknowledged to me that he executed the same.

(NOTARIAL SEAL)

Paul H. Petarsen  
Notary Public  
Residing at Salt Lake Utah

My Commission Expires:  
Nov. 7, 1964

Recorded at the request of Bud D. Dunn, July 5, A.D. 1963 at 9:13 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 97075

Revenue Stamps \$9.35 (Cancelled)

RECORDED IN THE  
RELIABILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

00498635 Bk01115 Pg00573

RED NOTE NO. 326977

327437

Recorded at Request of HIGH COUNTRY TITLE HIGH COUNTRY TITLE

at M. Fee Paid \$ 90 JUL 18 PM 2:27 90 JUL 31 PM 1:52

by ALAN SPRIGGS ALAN SPRIGGS  
SUMMIT COUNTY RECORDER Ref.: SUMMIT COUNTY RECORDER

Mail tax notice to Grantee Address: P.O. Box 631 Park City, Utah 84060  
REC'D BY BH 7

S-12924

### WARRANTY DEED

Bud D. Dunn and Bernetta P. Dunn, as Trustees under Trust Agreement dated April 18, 1989 and Bud D. Dunn and Bernetta P. Dunn, Individually grantor of County of State of Utah, hereby CONVEY and WARRANT to

Steven G. Barrett, Thomas M. Barrett and John R. Barrett, as joint tenants

of Park City, County of Summit, State of Utah, grantee for the sum of TEN AND NO/100 DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Summit County, State of Utah:

BEGINNING at a point in the West line of a highway (Alternate U.S. 40), said point being located 1397.48 feet East and 570.63 feet South from the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 267.96 feet; thence North 86°12'00" West 395.39 feet; thence North 263.82 feet; thence South 86°48'00" East 395.13 feet to the point of BEGINNING.

EXCEPTING THEREFROM that portion conveyed to Partnership Investments of Colorado, Inc., a Colorado Corporation by Quit Claim Deed recorded October 27, 1978 as Entry No. 150320 in Book M121 at Page 606 of the official Records.

ALSO EXCEPTING THEREFROM any portions lying North of the Boundary Line created by that certain Boundary Line Agreement recorded November 21, 1988 as Entry No. 300259 in Book 501 at Page 134 of the official records.

Subject to current general taxes, easements, restrictions, and rights of way of record.

Together with any and all water rights pertaining to said property.

This Warranty Deed is being re-recorded to correct the legal description.

WITNESS, the hand of said grantor, this July day of A. D. 1990

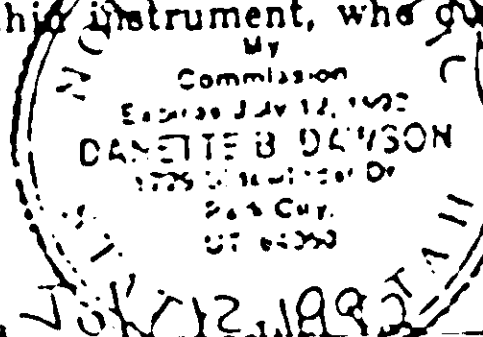
Signed in the Presence of

Bud D. Dunn, Trustee  
Bernetta P. Dunn, Trustee  
Bud D. Dunn, Individually  
Bernetta P. Dunn, Individually

STATE OF UTAH, County of Summit

00498635 Bk01115 Pg00574  
571 242  
A. D. 1990

On the 17th day of July, 1989 and Bud D. Dunn and Bernetta P. Dunn, Trustees under Trust Agreement dated April 18, 1989 and Bud D. Dunn and Bernetta P. Dunn, Individually the signers of the within instrument, who duly acknowledged to me that they executed the same.



Residing in Heber, Ut.



D

00498635 Bk01115 Pg00575

FILE COPY

LAW OFFICES

PRUITT, GUSHEE & BACHTELL

SUITE 1850 BENEFICIAL LIFE TOWER  
SALT LAKE CITY, UTAH 84111-1495  
(801) 531-8446

TELECOPIER (801) 531-8468

ROBERT G. PRUITT, JR.  
OLIVER W. GUSHEE, JR.  
THOMAS W. BACHTELL  
A. JOHN DAVIS, III  
JOHN W. ANDERSON  
FREDERICK M. MACDONALD  
ANGELA L. FRANKLIN

OF COUNSEL  
MICHAEL F. JONES  
JOHN F. WALDO  
BRENT A. BOHMAN

November 16, 1994

HAND DELIVERED

Marge Tempest, Specialist  
Utah Division of Water Resources  
1636 West North Temple, Suite 220  
Salt Lake City, Utah 84116-3156

RE: Title Update for Portions of Water Right  
Numbers 35-8411, 35-8412 and 35-8416  
into Canyon Rim Stake of the Church of  
Jesus Christ of Latter-Day Saints

Dear Marge:

In response to your letter dated September 26, 1994, involving the above referenced water rights (copy enclosed), please note that the Canyon Rim Stake of the Church of Jesus Christ of Latter-Day Saints (the "Stake") claims 53.6 acre feet of water under such rights and not the 24 acre feet as set forth in your letter. The factual and legal basis for the Stake's claim, including its chain of title, is set forth below.

In 1972, the Canyon Rim Stake owned approximately 60.7% of Awards 411 and 416 of the Weber River Decree and 43.2% of Award 412. The water from these rights was used to irrigate a welfare farm owned by the Stake, which at that time included over 1,300 acres of land in Sections 30 and 31, Township 1 South, Range 4 East, SLB&M and Sections 24, 25 and 26, Township 1 South, Range 3 East, SLB&M. However, a portion of the farm - approximately 62.5 acres - had already been designated as Recreational Property ("Recreational Property") for the Stake's members and placed into a recreational use. The Recreational Property is located in the Southeast quarter of Section 24, and the Northeast quarter of Section 25, Township 1 South, Range 3 East, SLB&M. The water supply for the Recreational Property was and is comprised of the Stake's interest in Awards 411, 412 and 416.

00498635 Bk01115 Pg00576

The Recreational Property, as planned, consisted of a lodge, ten acres of irrigated land, and other miscellaneous recreational facilities. Domestic water to meet the needs

Marge Tempest, Specialist  
November 16, 1994  
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of approximately 1,000 persons was included in the plan. The lodge, a caretaker's house, 5 recreational vehicle hook-up sites, 13 improved campsites, a baseball field, a basketball/volleyball court, horseshoe pits, swing and teeter-totter area, fire pit, and bowery have been constructed and are in use. Two freestanding restroom facilities and a shower facility have been constructed to service such improvements with a third connected but not in current operation. The picnic/fire pit area is improved with irrigation risers in place to irrigate the entire picnic, ball field and recreational area. Culinary water service is provided to all recreational sites. The plan, although not fully complete, remains an ongoing project of the Stake.

Originally, the Stake developed some spring/seep areas located on Recreational Property lands to meet its water needs. But, between 1972 and 1974, a more ambitious undertaking was initiated to further develop the Recreational Property. The development of Spring Creek Spring became an integral part of that project and included the following:

- (a) Development of the Spring Creek Spring source and the construction of a water pipeline to transport the water therefrom approximately 1 mile to the Recreational Property.
- (b) The construction of a pump station located below the Recreational Property to lift the Spring Creek Spring water to a newly constructed 57,000 gallon storage facility located above the lodge.
- (c) The construction of distribution lines to service the lodge, two loops of campsite pads, three free standing restroom/shower facilities, a bowery, 5 RV hook-up sites, the caretaker's house, and the Meadows recreation area, including the baseball field.
- (d) The construction and installation of water hydrants and irrigation risers to irrigate and provide water service to the picnic area, ball field, meadows, lawns, etc.
- (e) The installation of 2 fire plugs for fire protection.

Said distribution facilities were essentially completed in 1975 and immediately placed into operation to meet the various recreational uses described above.

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Here, it should be noted that while the Stake was developing the Spring Creek Spring source and constructing the water pipelines, lift station, reservoir and distribution lines to handle the Spring Creek Spring waters, a portion of the lands upon which these activities were occurring were under contract to be sold. In 1972, the Stake decided to sell its non-recreational property lands, together with that portion of its water rights not needed for the Recreational Property. The proposed sale consisted of those recreational property lands located in Sections 25 and 26, Township 1 South, Range 3 East, SLB&M, and Sections 30 and 31, Township 1 South, Range 4 East, SLB&M, together with a large portion of the Stake's water rights. The offer did not include the Recreational Property to which the water was already in use under the original water system, or that portion of the Stake's water rights needed to complete the Recreational Property development plan.

On October 31, 1972, a purchase contract (the "Purchase Contract"), attached hereto as Exhibit "A", was entered into by and between the Stake, as Seller, and Partnership Investments of Colorado and others, as Buyers ("Partnership Investments"). The Purchase Contract sets forth the terms of the purchase and specifically identifies the water rights being sold – a portion of Awards 411, 412 and 416 – as well as the timing, manner and instrument by which the conveyance will be made. Critically, the parties agreed in the Purchase Contract that all water and water rights would be retained by the Stake until buyer satisfied certain performance obligations under the contract, at which time the water would be released by the Stake and conveyed to Partnership Investments under a quitclaim deed. All of this is critical because the parties – in the Purchase Contract – expressly decided that the land and water conveyances would be handled independently of each other and by different instruments of conveyance. The procedure established for the land transfer called for the Stake to deliver a warranty deed to Partnership Investments concurrent with the signing of the contract. Partnership Investments was then to reconvey such land back to the Stake under a Trust Deed to secure payment of its promissory note with the Stake. The land would then be released from trust as Partnership Investments satisfied its purchase price payment obligation to the Stake. The water, on the other hand, was not included in the warranty deed transfer of the land to Partnership Investments because the parties agreed upon a different procedure for conveying the water. Under the terms of contract, the parties agreed that the water would be retained by the Stake until Partnership Investments satisfied its purchase price payment obligations, at which time it would be transferred and conveyed to Partnership Investments by quit claim deed coincident with the releases of land from trust. So, Partnership Investments did not receive any water by virtue of the warranty deed involving the land transfer because it specifically agreed that the water would be transferred to it by virtue of a quit claim deed, to be delivered upon satisfaction of

Marge Tempest, Specialist  
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Partnership Investments' payment obligations. This is what the parties agreed to and, as is set forth below, is precisely what they did.

Not only did the parties agree that the conveyance of water would occur separately from the conveyance of land – and by different instruments – they also agreed upon the amount of water the Stake would reserve for use on the Recreational Property. According to the contract, the Stake agreed to transfer and convey all its interest in Awards 411, 412 and 416, but reserving "from the available water of Spring Creek and the supplemental sources of Spring Creek one-tenth (1/10) of one second foot of water for continued use on its land in Section 25" (emphasis added). The Purchase Contract also calls for the reservation of an easement over the lands being sold to access and transport such water through a pipeline for use on the Recreational Property. Here, it should be noted that the reservation of one-tenth of a second foot was essentially a "guaranteed flow" to meet the existing and anticipated needs of the Recreational Property. One-tenth of one second foot of water will yield 72.4 acre feet of water per year.

Pursuant to the terms of the Purchase Contract; and on the same day the contract was executed, the Stake, as Grantor, conveyed the land involved in the Purchase Contract by warranty deed to Partnership Investments, as Grantee. This deed is attached hereto as Exhibit "B" and was recorded in Summit County on November 21, 1972 at Book M42, Pages 607-609. Such warranty deed conveyed the described lands to Partnership Investments without reservation of the water, but did not have the legal effect of transferring any water to Partnership Investments because, as noted above, the parties had expressly agreed otherwise and the terms of said contract remained in full force and effect. See e.g. Stubbs v. Hemmert, 567 P.2d 168 (Utah 1979) for the proposition that performance obligations of an original contract survive delivery of a deed. Here, both parties continued to have further performance obligations under the Purchase Contract after delivery of the warranty deed, which both parties continued to perform. This means Partnership Investments did not acquire any interest in the water by virtue of this warranty deed and was not entitled to receive any such interest because the Purchase Contract specifically provided that the water would be transferred at a later date and under a different instrument of conveyance.

Here, it should also be noted that the warranty deed to Partnership Investments could not, in any event, have had the legal effect of conveying the water which was then in use on the Stake's Recreational Property. Section 73-1-11 of the Utah Code expressly provides that where a water right is in use on different parcels of land, that it will only pass as an appurtenance to the land sold if the right was being exercised on such land

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next in time to the execution of the conveyancing instrument. Under our facts, a portion of Awards 411, 412 and 416 was already in use on the Recreational Property. The Purchase Contract clearly recognizes this fact in the contractual reservation of water which provides that Seller reserves "one tenth (1/10) of one second foot of water for continued use on its land in Section 25...." Accordingly, it could not possibly have passed as an appurtenance to the sold lands because the land upon which the water was being used next in time to this conveyance was the Recreational Property and not the property being sold. Accordingly, that portion of Awards 411, 412 and 416 being used on the Recreational Property could not have passed as an appurtenance to the land covered by this Warranty Deed even if said deed had included appurtenant water, which it did not.

That no water passed, or was intended to pass, by virtue of the October 31, 1972 warranty deed is expressly established in the Purchase Contract and is further reflected in the parties' actions and the documents of conveyance which followed the October 31, 1972 warranty deed. Such actions and conveyances also demonstrate the continuing binding effect of the Purchase Contract and include the following:

- (a) In accordance with the terms of the Purchase Contract, Partnership Investments, on November 1, 1972, executed and delivered a Trust Deed to Wilford W. Kirton, as Trustee, and the Stake, as beneficiary, on the lands covered by the October 31, 1972 Warranty Deed. This trust deed was recorded in Summit County at Book M42, Page 610 and is attached hereto as Exhibit "C".
- (b) On November 24, 1974, a Statement of Contract Provisions ("Statement"), attached hereto as Exhibit "D", was executed by Partnership Investments, the buyer, and recorded with the Summit County Recorder as Entry No. 125129, Book M61, Pages 713 through 718. This Statement, filed by Partnership Investments, confirms the continuing binding effect of the Purchase Contract and the fact that the Stake still held title to its 60.7% interest in Awards 411 and 416 and 43.2% of Award 412. The method by which Partnership Investments was to receive its share of such awards is referenced in paragraphs 5(D), 5(E) and 5(F) thereof. The Statement expressly provides that Partnership Investments is to receive its share of such waters by quitclaim deed, subject to a reservation of one-tenth of one second foot of Spring Creek water for "continued use on [the Stake's] land in Section 25 adjacent to the premises being sold hereunder."

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Here, it should be pointed out that during the very same time frame that Partnership Investments filed its Statement of Contract – which specifically acknowledged that the Stake still owned all the water rights – that the Stake was in the midst of developing the Spring Creek source for use at the Recreational Property. The spring was being developed, the Spring Creek water line was being laid, a booster pump station was being constructed, the storage tank was being built, and distribution lines were being established – all to service the Recreational Property. Moreover, all of this was being accomplished without objection or protest by Partnership Investments. And, it all makes sense because the Spring Creek Springs' water rights were still owned by the Stake and, in accordance with the terms of the Purchase Contract, were not conveyed to Partnership Investments until approximately 10 years later, in 1984.

- (c) On June 25, 1975, the Stake – which still owned all the welfare farm water rights – filed Change Application a-8476 on that portion of Awards 411, 412 and 416 reserved for use on the Recreational Property. A copy of this application is found in the State Engineer's file and for that reason, is not attached hereto. Therein, the Stake expressly quantifies the extent of its reservation as being a flow of .10 cfs and a quantity of 53.6 acre feet. The place of use listed on such change is the same Recreational Property that was being served by the water distribution system which the Stake started constructing the year before. The uses are described as sole supply irrigation for 10 acres, domestic uses for 1,000 families and other miscellaneous recreational uses. The Change Application was advertised in the Summit County Bee from July 31 through August 7, 1975. Thereafter, a hearing was held at the Summit County Courthouse on December 10, 1975. Critically, Partnership Investments did not protest or appear at the hearing to protest the change. Moreover, neither Partnership Investments nor anyone else has ever challenged the Stake's development of Spring Creek Spring, the diversion of water therefrom, the construction and use of the main water pipeline extending from the Spring Creek Spring source to Recreational Property lands, the construction and operation of a pump house on Partnership contract lands, the construction of the Stake's storage tank and distribution lines, or any of the uses to which the Stake has placed the water.

Marge Tempest, Specialist  
November 16, 1994  
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- (d) In accordance with the terms of the Purchase Contract, Partnership Investments received its portion of Awards 411, 412 and 416 on September 28, 1984 by virtue of a quit claim deed executed by the Stake. Such quit claim deed is attached hereto as Exhibit "E" and was recorded with the Summit County Recorder as Entry No. 225759, Book 316, Page 171. Said deed expressly reserves from the available water of Spring Creek and the supplemental sources of Spring Creek one-tenth (1/10) of one second foot of water under Awards 411, 412 and 416. Significantly, by the time this conveyance occurred, the extent of the reservation was clearly established and defined – both by the filing of Change Application a-8476 which was publically advertised as a part of the statutory approval process and by actually placing the water to the advertised beneficial uses. Said change application clearly describes the beneficial uses as being 10 acres of sole supply irrigation, domestic for 1,000 people and miscellaneous recreational uses. It specifies that a flow of one-tenth of one second foot and a quantity of 53.6 acre feet was needed to meet the beneficial needs of the listed uses. Importantly, the Stake had already begun placing the water to the advertised beneficial uses. The Spring Creek pipeline and distribution works had been delivering Spring Creek water to the Recreational Property for approximately 9 years by the time the water was conveyed to Partnership Investments. The lodge, caretaker's house, bowery, camp sites, RV pads, restrooms, showers, ball field, picnic areas, etc. were existing and in use. So, even though the Stake essentially reserved a guaranteed flow of one-tenth of a second foot, which is a flow sufficient to produce 72.4 acre feet of water a year, the actual uses to which such water were being used acted as both a quantification and a limitation on the reservation – thereby reducing the reservation to 53.6 acre feet. See Section 73-1-3 Utah Code Annotated for the proposition that beneficial use is the basis, measure and limit of the right to use water.

The diversion and use of the Spring Creek water via the Spring Creek pipeline, initiated in 1974, continues unabated to the present and will continue into the future. This gives the Stake approximately 20 years of continuous use through an existing water distribution system – 10 years of which follow the Stake's conveyance of water to Partnership Investments. So, even though the Stake has not completed its development plan for the Recreational Property – and has actually leased the water not in current use for irrigation uses on neighboring lands – its diversion and use of water



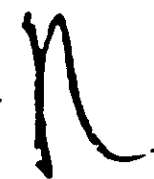
Marge Tempest, Specialist  
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Page 8

from Spring Creek Springs for use on the Recreational Property has been open, visible and without material challenge for a 20 year period.

In accordance with the above, please amend your ownership records to show the Church of Jesus Christ of Latter-Day Saints, Canyon Rim Stake, as the record owner of one-tenth of a second foot and 53.6 acre feet of Awards 411, 412 and 416 of the Weber River Decree.

If you have any questions or seek further detail on any of the above, please let me know. Otherwise, I would appreciate a letter from you confirming that your records have been corrected as indicated.

Very truly yours,



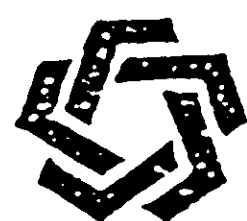
John W. Anderson

JWA:jw

cc: Elliott F. Christensen  
Bruce Findlay, Esq.  
Jerry W. Dearing, Esq.

c:\1312\00\corr\marge.upd

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State of Utah  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF WATER RIGHTS

Michael O. Leavitt  
Governor

Ted Stewart  
Executive Director

Robert L. Morgan  
Division Director

1636 West North Temple, Suite 220  
Salt Lake City, UT 84116-3156  
801-538-7240  
801-538-7467 (Fax)

COPY

RECEIVED

SEP 27 1994

QUITT

The Church of Jesus Christ of Latter-Day Saints  
Canyon Rim Stake  
c/o Gayle J. Smith  
2829 East 3220 South  
Salt Lake City, Utah 84109

Silver Springs Water Company Inc.  
4575 North Silver Springs Drive  
Park City, Utah 84060-5913

Ladies and Gentlemen:

Re: Water Right Numbers 35-8411,  
35-8412, and 35-8416

Documents have been received indicating that The Church of Jesus Christ of Latter-Day Saints retained 0.1 cubic foot per second of water under Rights 35-8411, 35-8412, and 35-8416 when it conveyed land and rights to Patnership Investments of Colorado Inc., predecessor of Silver Springs Water Company Inc. It has been represented that this allocation of water to the church has been physically occurring and that submittal of the documents is for the purpose of updating the records in the Division of Water Rights office.

Processing this ownership information requires reduction of the amount of water presently listed in Silver Springs Water Company's name. In order to quantify the church right, the flow was split between Right Numbers 35-8411 and 35-8412 and prorated with their respective flow amounts. A proportionate amount of the irrigated acreage was then calculated for the use associated with the flow. These figures are:

Right 35-8411	0.05 cfs/5.49 cfs x 439.4 acres = 4 acres	(12 ac-ft)
Right 35-8412	0.05 cfs/1.18 cfs x 94.7 acres = 4 acres	(12 ac-ft)
Right 35-8416	supplemental to 35-8411	

The files have been amended to reflect the above ownership to The Church of Jesus Christ of Latter-Day Saints, Canyon Rim Stake and the amounts have been deducted from the Silver Springs Water Company Inc.'s totals as follows:

Right 35-8411	198.7 acres minus 4 acres = 194.7 acres
Right 35-8412	40.3 acres minus 4 acres = 36.3 acres
Right 35-8416	supplemental to 35-8411

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The Church of Jesus Christ of Latter-Day Saints  
Silver Springs Water Company Inc.  
September 26, 1994  
Page 2 of 2

Since Silver Springs has filed Change Application Number 35-5778 (a10975) to amend its portion of the above-numbered water rights, the change application will be reduced by 8 acres (24 acre-feet).

If there are questions or comments concerning the above-described quantifications and updates, please reply within 15 days. If no response is made, these figures will be considered acceptable to the involved parties.

Yours truly,

  
Marge Tempest  
Specialist

cc: John Anderson  
Pruitt, Gushee & Bachtell  
1850 Beneficial Life Tower  
Salt Lake City, Utah 84111

cc: The Church of Jesus Christ of Latter-Day Saints  
Real Estate Division, 12th Floor East  
50 East North Temple  
Salt Lake City, Utah 84150

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EXHIBIT "A"

00498635 Bx01115 Pg00586

Exhibit A

PURCHASE CONTRACT

THIS AGREEMENT, made in duplicate this 21<sup>st</sup> day  
of CILICBEL, 1972, by and between CANYON RIM  
STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a cor-  
poration sole, hereinafter designated as "Seller", and PARTNERSHIP  
INVESTMENTS OF COLORADO, INC., a Colorado corporation, hereinafter  
designated as "Buyer", and PARTNERSHIP INVESTMENTS, INC., a  
Delaware corporation, and ROBERT M. LARSEN and WALTER C. TROUTMAN,  
hereinafter designated as "Guarantors";

W I T N E S S E T H :

1. Buyer represents and warrants that it is a corporation  
organized and existing under the laws of the State of Colorado and  
that Robert M. Larsen and Walter C. Troutman are officers of  
Buyer and either are individually authorized to execute this Contract  
on behalf of Buyer.

2. Seller for the consideration herein mentioned hereby  
sells and conveys to the Buyer, and Buyer for the consideration  
herein mentioned hereby purchases the following described real  
property, situate in the County of Summit, State of Utah, Snyderville,  
Utah, and more particularly described as follows:

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  
1650 feet along the North line of said Section 25;  
thence South 1650 feet; thence East 1650 feet to  
the East line of Section 25; thence North 1650 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 857.50 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 468 feet; thence South 100 feet; thence North 86°48' 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 of 10 feet in width for egress and ingress over and across Buyer's adjoining land from and to State Highway No. 248 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°48' 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°48' East 344 feet; thence North 0°28' West 168 feet; thence North 86°48' West 344 feet; thence South 0°28' 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, 80 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 26, Township 1 South, Range 3 East, Salt Lake Meridian.

Containing 120 acres, more or less.

3. Buyer hereby agrees to enter into possession and pay for said described premises the sum of ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000.00), payable at the office of Seller, its assigns or order as directed, strictly within the following times, to-wit: (1) ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) cash, receipt of which is hereby acknowledged, (2) ONE MILLION ONE HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,125,000.00) to be paid in twelve equal annual and consecutive principal installments of \$93,750.00 each plus interest as provided herein, the first such payment of principal to be paid on or before October 31, 1973. Buyer at its option may prepay any amounts of principal at any time.

Concurrent with the signing of this Contract, Seller shall execute and deliver to Buyer in Buyer's name a good and sufficient warranty deed, in the form and content of Exhibit A attached hereto, conveying to Buyer said property consisting of 1,336.8 acres more or less.

Buyer shall execute and deliver to Seller at the time of signing this Contract a promissory note in the form and content of Exhibit B attached hereto in the amount of ONE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,125,000.00) payable as noted herein and shall at the same time execute and deliver to Seller a Deed of Trust in the form and content of Exhibit C attached hereto conveying all of the subject property described in paragraph 2 above to Wilford W. Kirton, Jr., as Trustee, and naming Seller as beneficiary to secure payment of said note and the obligations of this Contract.

4. Closing shall be on October 31, 1972, or such date as soon thereafter as may be mutually agreed. Interest shall accrue from the date of closing on all unpaid portions of the purchase price at the rate of Seven and One-Half percent (7-1/2%)



per annum on the unpaid balance. Buyer shall pay the interest due hereunder for the remainder of 1972 and all of 1973 on or before December 28, 1972. Thereafter all interest shall be paid semi-annually, commencing on the last business day of April, 1974, and payable on the last business day of each October and April thereafter until the entire purchase price together with interest thereon as provided herein has been fully paid.

5. Individual parcels of the property sold hereunder shall be released by Seller from the aforementioned Deed of Trust on the following terms and conditions:

A. Seller shall release from such Deed of Trust parcels in units of not less than 10 contiguous acres upon payment by Buyer, in addition to the down payment received herein, of One Hundred Fifty (150%) Percent of the agreed value of such parcel as designated on Exhibit D attached hereto and by reference made a part hereof. Such payments may be made by Buyer at any time. The total of such payments shall be applied first to the payment of interest accrued on the unpaid balance of the contract as of the date of such payment, and the remainder to principal. For convenience in identifying acreage to be released, attached Exhibit D is divided in parcels marked by Arabic numerals. It is not intended, however, that the parcels which may be released pursuant to the provisions hereof must necessarily correspond to said parcels or are limited in size and shape thereto, or must be released in any one area or in any particular sequence except as hereinafter set out.

B. Annually and upon receipt of the principal amount of each annual installment or the balance thereof in total, Seller shall adjust, and release to the

Buyers, acreage not previously released in amounts based on the ratio outlined in subparagraph A above.

C. Buyer may select the acreage to be released, pursuant to the provisions of this paragraph, provided:

(1) Any acreage selected must be contiguous to and coterminous with at least one boundary of the acreage selected and released prior thereto; it being the intention hereof to provide for an orderly release of contiguous property so as not to indiscriminately isolate or otherwise render useless sections of unreleased remaining property; EXCEPT that a non-contiguous parcel of 40 acres designated by Buyer in Section 30, Township 1 South, Range 4 East, east of Highway 248, shall be released for Buyer to develop a sewage treatment plant thereon should Buyer so request.

(2) Exhibit D is not intended, nor is it to be construed, as a definitive survey or map of the property described in this contract but is for illustrative purposes only to identify the parcels and agreed values referred to herein.

D. It is intended that all water and water rights belonging to, used on, or appurtenant to the property sold hereunder shall be conveyed to Buyer except for the reservation of 1/10th of one second foot of water in the water right and source as described in subparagraph F below. It is understood although not warranted that Seller has title to 60.7% of the water available under water rights No. 411 and No. 416 and 43.2% of the water available under water right No. 412 as adjudicated in that certain judicial proceeding as stated in the opinion of Merlin Lybbert dated November 1, 1958 a copy of which is attached hereto as Exhibit E.

E. Said water rights shall be conveyed by Seller to Buyer as follows: All water and water rights be-

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longing to, used on, or appurtenant to the property sold hereunder shall be conveyed and transferred by Seller to Buyer by Quit Claim Deed as provided under the formula stated hereinafter. All water and water rights conveyed at any time hereunder shall be the water and/or water rights most applicable to the portion of the property then being released. As portions of said property are released to Buyer, Seller shall convey to Buyer the same percentage of the water and water rights not then conveyed as the amount of property released at that time relates to the property then unreleased. The formula for obtaining the percentage of water and water rights to be conveyed upon such release shall be as follows:

$$\frac{\text{Acreage Being Released}}{\text{Acreage Remaining to be Released}} = \text{Percentage of Water Right to be Released and Conveyed}$$

It is hereby agreed that upon final payment of all amounts due under this contract all water and water rights not previously conveyed to Buyer shall be quit-claimed and transferred by Seller to Buyer except for the 1/10th of one second foot as described in subparagraph F below.

F. Seller reserves to itself from the available water of Spring Creek and the supplemental sources of Spring Creek one-tenth (1/10) of one second foot of water for continued use on its land in Section 25 adjacent to the premises being sold hereunder. Seller reserves reasonable right of access over such portions of the property being sold hereunder as are necessary to transport such water to Seller's retained property in Section 25 and also reserves a right-of-way over the presently established path to that certain spring

located in the Northeast 1/4 of the Northeast 1/4 Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, in the area identified in Exhibit D as Parcel 5. Seller and Buyer agree to cooperate with each other as may be reasonable and necessary to maintain access to and to provide for the transporting of any such water to Seller's property in Section 25. Seller shall be solely responsible for the maintenance of all ditches, canals or other conduits used to transport said water to its property.

6. It is understood and agreed that acceptance by the Seller of payments from the Buyer on this contract in amounts less than called for under this agreement or at different times or upon different terms, than outlined herein will in no way alter the terms of the contract.

7. Seller warrants that there are no unpaid special improvements district taxes outstanding against said property covering improvements to said premises now being installed, or for improvements which have been completed.

8. General real property taxes for the year 1972 shall be prorated between Seller and Buyer according to the closing date and Buyer shall pay all taxes and assessments of every kind and nature which are or which may be assessed thereafter and which may become due on these premises during the life of this Agreement. Seller hereby warrants that there are no assessments against said premises.

9. So long as the portion of the premises upon which buildings and improvements are located has not been released to Buyer as provided herein, Buyer further agrees to keep all insurable buildings and improvements presently located on said premises insured by a company acceptable to Seller in an amount not less than the fair market value of said buildings and improvements

and to assign said insurance to Seller as its interests may be and to deliver the insurance policy to Seller.

10. In the event Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, Seller may, at its option, pay said taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then Buyer agrees to repay Seller upon demand, all such sums so advanced and paid by it together with interest thereon from date of payment of said sums at the rate of 3/4 of one percent per month until paid.

11. Buyer agrees that it will not commit or suffer to be committed any waste, spoil or destruction in or upon said premises, and that it will maintain said premises in good condition.

12. Buyer agrees that it will not change, improve, remove from, add to, alter or otherwise work upon any part of the premises included in this contract, except as to any acreage fully paid for and released by Seller as provided herein, without prior approval of such proposed activity by Seller. It is the intent of this paragraph to preserve the property included in this contract, except as to parcels fully paid for and released by Seller, in its original state as of the date of this Contract, and as to such unreleased property to prevent any change, improvement, depletion, dissipation or depreciation by Buyer in relation to any part of the premises unless otherwise approved by Seller. Nothing stated herein, however, is to be construed as preventing Buyer from going upon the entire property, protecting the same, mapping, surveying and otherwise occupying same consistent with the restriction herein stipulated. These restrictions shall be binding upon Buyer, its successors, representatives, agents, assigns, lessees, or any others going upon the property under their authorization, control, hire or management, and shall be a condition of any contract, agreement or arrangement entered into

by Buyer in relation to the property.

13. It is agreed that time is the essence of this Agreement.

14. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts of neglect of Seller, then Buyer may, at its option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of Buyer, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid.

15. Buyer hereby acknowledges examination of and access to abstracts of title in relation to the premises described herein, together with legal opinion given by Merlin Lybbert dated November 1, 1958, as to the water rights recited herein, and receipt of a preliminary title report issued by Western States Title Company dated 25th day of October, 1972, and Buyer accepts and approves Seller's title as outlined in said preliminary title report. Seller agrees to furnish to Buyer a standard owners policy of title insurance in the amount of the purchase price. Seller warrants title to said property as shown in the preliminary title report dated the 25th day of October, 1972, issued by Western States Title Company, subject to the exceptions noted therein. Buyer hereby releases Seller from any duty or obligation in relation to the furnishing of further evidence of title either at the time of any partial release as provided herein, the completion of the contract, or at any other time; provided that upon final payment and conclusion of this contract said abstracts will be delivered to Buyer as the property of Buyer and that at all reasonable times and places prior to completion of the contract, Buyer may have use of and access thereto. It is understood that Buyer shall assume, if any, recording charges, title, or abstract cost, trustee fees, or other charges incurred by either party in connection with any partial selection, release, transfer, or conveyance as provided herein. Buyer shall indemnify Seller from any liability or loss arising from any transaction between Buyer and

16. Buyer accepts the premises described in paragraph 2 hereof subject to all existing leases on said premises and Buyer agrees to assume Seller's position as Lessor thereunder. The said leases on said property are identified as follows:

A. Residence leases - month to month tenancies for two residences on the property rented to Tad Bingham and to Don Gallion.

B. Grazing lease - will expire on or before October 31, 1972.

Buyer shall be entitled to receive and keep all rent or lease payments made by lessees for the period after execution of this Contract.

17. It is hereby expressly understood and agreed by the parties hereto that Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property, water rights appurtenant thereto, or title thereto, except as stated herein.

18. Buyer and Seller each agree that should either default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise.

19. It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

20. Partnership Investments, Inc., Robert M. Larsen and Walter C. Troutman each guarantee to Seller the performance of all of Buyer's obligations under this contract. The individual guarantors will not substantially divest themselves of their present assets without prior written consent of Seller.

21. Both parties agree that if questions or disputes arise between them as to the development, meaning of terms or nature of performance under this contract they will cooperate with one another in every reasonable way to insure the orderly development of said property and to resolve any such question or dispute so as to avoid legal action.

22. This contract is a legal and binding obligation of Seller and is enforceable according to its terms. Seller further warrants that its obligations under this Agreement have received the necessary approval of the Church Committee on Expenditures and Welfare Committee and do not require the additional consent of any other entity and do not conflict with any other obligation of Seller to any other person. Any changes from the terms hereof would require approval of the Church Committee on Expenditures and Welfare Committee.

23. Any notice under this contract sent to either party by the other shall be deemed given and received 48 hours after the same is deposited in the United States mail, postage prepaid, registered or certified mail, addressed to the applicable party at the address indicated below or at such other address as shall have been previously designated by written notice to the other party.

SELLER: 10 South Main Street  
Room 202  
Salt Lake City, Utah 84101

BUYER: 606 Newhouse Building  
Salt Lake City, Utah 84111

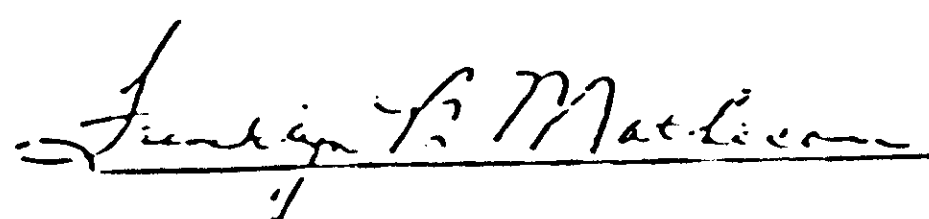
IN WITNESS WHEREOF, the said parties to this Agreement have hereunto signed their names, the day and year first above written.

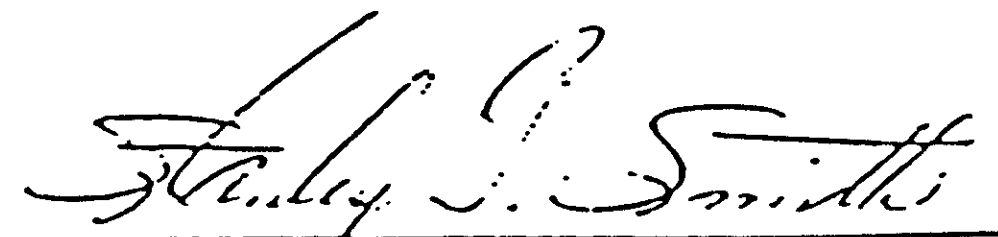
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SELLER:

CANYON RIM STAKE OF THE CHURCH OF  
JESUS CHRIST OF LATTER-DAY SAINTS

ATTEST:

  
J. B. Matheson

  
Stanley G. Smith, President



BUYER:

PARTNERSHIP INVESTMENTS OF  
COLORADO, INC.

ATTEST:

Michael J. O'Rourke      Robert M. Larsen

GUARANTORS:

PARTNERSHIP INVESTMENTS, INC.

ATTEST:

Michael J. O'Rourke      Robert M. Larsen

Robert M. Larsen  
ROBERT M. LARSEN

Walter C. Troutman  
WALTER C. TROUTMAN

EXHIBIT "B"

00498635 Bk01115 P600600

Exhibit B

UNIFORM  
CONVEYANCE FORM  
(CONTINUED FROM)

CANYON RIM STAKE OF THE CHURCH OF JESUS CHRIST BY  
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,  
heredy 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 31<sup>st</sup> day of  
October, 1972.

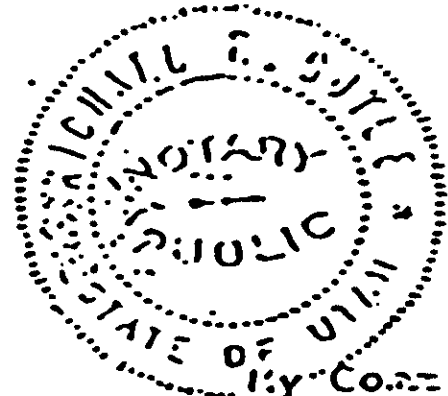
CANYON RIM STAKE OF THE CHURCH OF  
JESUS CHRIST OF LATTER-DAY SAINTS  
A Utah Corporation Sole

By Stanley G. Smith  
Corporation Sole

STATE OF UTAH )  
COUNTY OF SALT LAKE )

On this 31<sup>st</sup> 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.



Richard W. Boyle  
NOTARY PUBLIC in and for said County  
and State

My Commission Expires:  
JUNE 3, 1973

BOOK 114-2 PAGE 607

File No. 117715 Book 1142 207-57  
RECORDED 21472 FILED 14 743  
REQUEST of Walter P. Fisher Jr.  
FILED BY WALTER P. FISHER JR.  
BY Stanley G. Smith

00498635 Bk01115 Pg00601

RECORDER'S MEMO  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

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 1450 feet along the North line of said Section 25; thence South 1550 feet; thence East 1450 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 Southeast quarter of the Northeast quarter, and the Northwest quarter of Section 30, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Containing 897.50 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 337.7 feet, more or less, to the West line of the right of way of the Denver & Rio Grande Western Railroad Company; thence South 342' East along said line 1220 feet, more or less, to the South line of the North east quarter of said Section 30; thence West 777.75 feet, more or less, to the center of said Section 30; thence South 166 rods, thence West 70 rods to center of a road; thence South along center of said road 657 feet; thence North 267.40' West 468 feet; thence South 160 feet; thence North 66' 43" West 234 feet; thence South 0' 28" East 100 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 455 of the records of said Summit County; thence South 0' 78" East 75' 73 feet along boundary of the last mentioned land; thence North 92' 30" West along the boundary of the last mentioned land 737.16 feet to the West line of said Section 31; thence North 970 feet to the North west corner of said Section 31; thence continuing North along the West line of the aforesaid Section 30, 230 rods, more or less, to the point of beginning.

EXCEPTING THEREFROM: That portion of said tract conveyed to Summit County for Highway purposes in warrant deed recorded August 11, 1923, in Book O, at Page 359, 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 Southeast 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. 245 or such other public highway as will provide convenient and reasonable access to the tract herein excepted.

Containing 295.34 acres, more or less.

RECORDER'S MEMO  
LEGIBILITY OF WRITING: TYPING OK  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED

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BOOK 1115 PAGE 602

PLANNED ROAD  
(CONTOUR FORM)

CANYON HIGH STATE OF THE CHURCH OF JESUS CHRIST, INC.

PARCEL 3:

Beginning at a point 401.4 feet South and South 25°43' East 733.39 feet from the Northwest corner of Section 11, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and thence thence South 26°43' East 314 feet; thence North 0°23' West 159 feet; thence North 26°43' West 314 feet; thence South 0°23' West 159 feet to the point of beginning.

Containing 1.33 acres, more or less.

PARCEL 4:

A strip or parcel of land, 22 feet in width, being 29.5 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 10 and the Northwest quarter of the Southeast quarter of Section 11, all in Township 1 South, Range 4 East, Salt Lake Base and Meridian, near Saydsville, 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 10, at a point about 577.5 feet West from the Northeast corner thereof and extending thence Southeasterly a distance of about 1374 feet to point in the South line of said Northwest quarter of the Northeast quarter of Section 11, about 313.5 feet West from the Southeast corner thereof; being the same land conveyed by Hiram 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 25th day of August, 1920, and recorded in Book "C" of deeds at Page 210, in the official records of Summit County, Utah.

00498635 Bk01115 Pg00603

Containing 2.02 acres, more or less.

PARCEL 5:

A tract of land in Section 10, Township 1 South, Range 4 East, Salt Lake Base and Meridian, particularly described as follows: Commencing at the Northeast corner of the Southeast quarter of said Section 10; thence South 2770.5 feet, more or less, to the South boundary line of Section 10; thence East along said boundary line 934.5 feet, more or less, to a point on said South boundary line of Section 10, 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 10; thence Westerly along said boundary line 747 feet, more or less, to the place of beginning.

Containing 32.54 acres, more or less.

PARCEL 6:

The following described tract of land in Section 11, 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 11, 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 10 rods, more or less, to the County Road; thence East 2 rods; thence Northerly parallel with said railroad right of way and 2 rods distant thence West 30 rods, more or less, to the North boundary of said Section 11, thence East 2 rods to the place

RECORDER'S MEMO  
LEGIBILITY OF WRITING. TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

EXHIBIT "C"

00498635 Bx01115 Pg00604

Exhibit C

WHEN RECORDED, MAIL TO:

CLARENCE M. COOK, BOYER & BOYER

536 South 3rd East

SALT LAKE CITY, UTAH 84111

Entry No. 117716 Book H 12  
RECORDED 11-21-72 1:01 M Page 610-611  
REQUEST of Kirtson, McCook, & Boyer  
FEE 10.50  
Space Above This Line For Recorder's Use

TRUST DEED

With Assignment of Rents

THIS TRUST DEED, made this 18 day of NOVEMBER 1972

between

PARTNERSHIP INVESTMENTS OF COLORADO, INC. as TRUSTOR

whose address is 1001 East Third, Suite 205, Denver, Colorado 80206

HILFORD M. KIRTON, JR. as TRUSTEE, and

CANYON RIDGE STAY OF THE CHURCH OF JESUS CHRIST OF

LATTER-DAY SAINTS, A CORPORATION, sole as BENEFICIARY.

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST,

WITH POWER OF SALE, the following described property, situated in \_\_\_\_\_ County, State of Utah:

(See Attached Exhibit "A")

RECORDERS NOTICE  
POSSIBILITY OF IMPROPER TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

*Deed*  
# 143537 11-21-72 1:01 PM  
see pointing to 11-21-72 1:01 PM  
# 1115 11-21-72 1:01 PM  
see request for notice.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereto belonging now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$1,125,000.00 made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances of hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums thereon as herein provided.

\*NOTE: Trustee must be a member of the Utah State Bar; a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do a trust business in Utah; or a title insurance or abstract company authorized to do such business in Utah.

BOOK M 42 PAGE 610

TO PROTECT THE SECURITY OF THIS TRUST DEED TRUSTOR AGREES

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or improve thereon, to repair, not to remove or demolish any building thereon, to complete or improve thereon, to comply with all laws, ordinances and restrictions affecting said property, not to commit or permit to be committed thereon, nor to commit, suffer or permit any act upon said property in violation of law, to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general and if the lien secured hereby or any part thereof is being obtained for the purpose of financing construction or improvement on said property, Trustee further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustee under the numbered paragraph, is authorized to accept as true and conclusive all facts and state events therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and in amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustee shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee, and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appertaining to or on said property or any part thereof, which at any time appear to be prior or superior here to; to pay all interest, fees, and expenses of the Trust.

6. Should Trustee fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation as to do and without notice to or demand upon Trustee and without releasing Trustee from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest, or compromise any existing or such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten per cent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or sums therefrom, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights or other proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses including attorney's fees, apply the same on any indebtedness secured hereby. Trustee agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and protection of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and Trustee may: (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) execute, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any facts or facts shall be conclusive proof of truthfulness thereof. Trustee agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustee hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustee shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustee shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustee shall default as aforesaid, Trustee's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustee hereunder, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court (Trustee hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name not for or on behalf of Beneficiary, and collect, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. There is of the essence hereof. Upon default by Trustee in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

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12. After the lapse of such time or more than be required by law following the execution of said notice of default and notice of default and more if sale having been given as then required by law Trustee, without demand or demand shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels and in such order as it may determine that subject to any statutory right of Trustee to direct the order in which such property if consisting of several known lots or parcels shall be sold, at public auction to the highest bidder, the purchase price payable in legal money of the United States at the time of sale. The person conducting the sale may for any cause be sworn respondent postpone the sale from time to time until it shall be completed and in every case notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale, provided if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed containing all matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and fees (2) cost of any evidence of title procured in connection with such sale and (3) any other sums due to the Trustee and (4) all other sums then owed hereby, and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale takes place.

15. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose the Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor to him. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made in the manner provided by law.

18. This Trust Deed shall apply to and bind the benefit of and bind all parties hereto, their heirs, legal representatives, administrators, executors, successors and assigns. All obligations of Trustee hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust Deed when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustee, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

20. This Trust Deed shall be governed according to the laws of the State of Utah.

21. The undersigned Trustee requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinafter set forth.



Signature of Trustor  
 PARTNERSHIP INVESTMENTS OF  
 COLORADO, INC.

By Robert M. Larsen  
 President

Robert M. Larsen  
 Secretary

(If Trustor an Individual)

STATE OF UTAH  
 COUNTY OF \_\_\_\_\_ ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_, personally  
 appeared before me \_\_\_\_\_  
 the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

My Commission Expires: \_\_\_\_\_

Notary Public residing at: \_\_\_\_\_

(If Trustor a Corporation)

STATE OF UTAH  
 COUNTY OF \_\_\_\_\_ ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19.72, personally  
 appeared before me Robert M. Larsen, who being by me duly sworn,

says that he is the President of PARTNERSHIP INVESTMENTS OF COLORADO, INC.,  
 the corporation that executed the above and foregoing instrument and that said instrument was  
 signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution  
 of its board of directors) and said Robert M. Larsen acknowledged to me that said corporation executed the same.

My Commission Expires: \_\_\_\_\_

Notary Public residing at: \_\_\_\_\_

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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 1650 feet along the North line of said Section 25; thence South 1650 feet; thence East 1650 feet to the East line of Section 25; thence North 1650 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 857.50 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 468 feet; thence South 100 feet; thence North 86°48' 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 of 10 feet in width for egress and ingress over and across Buyer's adjoining land from and to State Highway No. 248 or such other public highway as will provide convenient and reasonable access to the tract herein excepted.

Containing 295.34 acres, more or less.

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PARCEL 3:

Beginning at a point 851.4 feet South and South 86°48' 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°48' East 344 feet; thence North 0°28' West 168 feet; thence North 86°48' West 344 feet; thence South 0°28' 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, 80 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 26, Township 1 South, Range 3 East, Salt Lake Meridian.

Containing 120 acres, more or less.

802KM42 PAGE 6 14

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EXHIBIT "D"

00498635 Bx01115 Pg00610

Exhibit D

STATEMENT OF CONTRACT PROVISIONS

I hereby certify that the following described property is subject to a recorded deed of trust and that as payments are made under said deed of trust parcels of property are to be released as stated below:

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 1650 feet along the North line of said Section 25; thence South 1650 feet; thence East 1650 feet to the East line of Section 25; thence North 1650 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 857.50 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 468 feet; thence South 100 feet; thence North 86°48' 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 1 South, Range 4 East, Salt Lake Base and Meridian.

RECORDED AND  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

125129  
11-26-74 9:25 70-15  
Wolfe & Robert  
12:50  
Summit Co. records  
11/26/74  
12/50

BOOK M61 PAGE 713

subject to a recorded deed of trust and that as payments are made under said deed of trust parcels of property are to be released as stated below:

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 1650 feet along the North line of said Section 25; thence South 1650 feet; thence East 1650 feet to the East line of Section 25; thence North 1650 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 857.50 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 468 feet; thence South 100 feet; thence North 86°48' West 236 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 of 10 feet in width for egress and ingress over and across Dwyer's adjoining land from and to State Highway No. 248 or such other public highway as will provide convenient and reasonable access to the tract herein excepted.

Containing 295.34 acres, more or less.

RECEIVED FROM THE  
REPRODUCIBILITY OF WRITING TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

Entry No.	125129	Sub M 61
Page	11-26-74	9-25-73-18
By	Watkins & Fisher	Summit Co. Recorder
Date	1/15/80	March 31, 1980
Index		

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SECURITY MEMO  
REPRODUCIBILITY OF THIS DOCUMENT  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

PARCEL 3:

Beginning at a point 51.4 feet South and South 86°48' 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°48' East 344 feet; thence North 0°28' West 168 feet; thence North 86°48' West 344 feet; thence South 0°28' 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, 80 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.

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160 feet to the point of beginning.

Containing 1.33 acres, more or less.

PARCEL 4:

A strip or parcel of land, 59 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 1974 feet to a point in the South line of said Northwest quarter of the Northeast quarter of Section 31, about 311.5 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, 80 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 26, Township 1 South, Range 3 East, Salt Lake Meridian.

Containing 120 acres, more or less.

ACQUITTANCE RECEIVED  
BY THE COUNTY CLERK  
OF SUMMIT COUNTY, UTAH  
ON THE 11th DAY OF  
MAY 1914  
AT 10 O'CLOCK A.M.  
BY THE COUNTY CLERK  
OF SUMMIT COUNTY, UTAH  
DOCUMENT WHEN RECEIVED.

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CELL 8: Beginning at a point 979 feet south from the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base 2nd Meridian, and running thence South 388 feet; thence North 89°30' East 649.0 feet; thence North 245 feet, thence North 89°30' East 370 feet; thence North 206.72 feet; thence North 86°48' West 232.50 feet; thence South 0°28' East 76.73 feet; thence South 89°30' West 787.16 feet to the point of beginning.

Beginning at a point where the centerline of State Highway 248 intersects the North Boundary of Section 31, Township 1 South, Range 4 East, and continuing South 26-2/3 rods; thence East 70 rods; thence North 26-2/3 rods; thence West along said Section line 70 rods to point of beginning.

#### PARCEL RELEASE PROVISIONS

5. Individual parcels of the property sold hereunder shall be released by Seller from the aforementioned Deed of Trust on the following terms and conditions:

A. Seller shall release from such Deed of Trust parcels in units of not less than 10 contiguous acres upon payment by Buyer, in addition to the down payment received herein, of One Hundred Fifty (150) Percent of the agreed value of such parcel as designated on Exhibit D attached hereto and by reference made a part hereof. Such payments may be made by Buyer at any time. The total of such payments shall be applied first to the payment of interest accrued on the unpaid balance of the contract as of the date of such payment, and the remainder to principal. For convenience in identifying acreage to be released, attached Exhibit D is divided in parcels marked by Arabic numerals. It is not intended, however, that the parcels which may be released pursuant to the provisions hereof must necessarily correspond to said parcels or are limited in size and shape thereto, or must be released in any one area or in any particular sequence except as hereinafter set out.

B. Annually and upon receipt of the principal amount of each annual installment or the balance thereof in total, Seller shall adjust and release to the

ALL COPIES MUST  
BE PRINTED IN THIS  
FACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

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Buyers, acreage not previously released in amounts based on the ratio outlined in subparagraph A above.

C. Buyer may select the acreage to be released, pursuant to the provisions of this paragraph, provided:

(1) Any acreage selected must be contiguous to and coterminous with at least one boundary of the acreage selected and released prior thereto; it being the intention hereof to provide for an orderly release of contiguous property so as not to indiscriminately isolate or otherwise render useless sections of unreleased remaining property; EXCEPT that a non-contiguous parcel of 40 acres designated by Buyer in Section 30, Township 1 South, Range 4 East, east of Highway 248, shall be released for Buyer to develop a sewage treatment plant thereon should Buyer so request.

(2) Exhibit D is not intended, nor is it to be construed, as a definitive survey or map of the property described in this contract but is for illustrative purposes only to identify the parcels and agreed values referred to herein.

D. It is intended that all water and water rights belonging to, used on, or appurtenant to the property sold hereunder shall be conveyed to Buyer except for the reservation of 1/10th of one second foot of water in the water right and source as described in subparagraph F below. It is understood although not warranted that Seller has title to 60.7% of the water available under water rights No. 411 and No. 416 and 43.2% of the water available under water right No. 412 as adjudicated in that certain judicial proceeding as stated in the opinion of Merlin Lybbert dated November 1, 1958 a copy of which is attached hereto as Exhibit E.

E. Said water rights shall be conveyed by Seller to Buyer as follows: All water and water rights be-

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BOOK 61 PAGE 716

longing to, used on, or appurtenant to the property sold hereunder shall be conveyed and transferred by Seller to Buyer by Quit Claim Deed as provided under the formula stated hereinafter. All water and water rights conveyed at any time hereunder shall be the water and/or water rights most applicable to the portion of the property then being released. As portions of said property are released to Buyer, Seller shall convey to Buyer the same percentage of the water and water rights not then conveyed as the amount of property released at that time relates to the property then unreleased. The formula for obtaining the percentage of water and water rights to be conveyed upon such release shall be as follows:

$$\frac{\text{Acreage Being Released}}{\text{Acreage Remaining to be Released}} = \text{Percentage of Water Right to be Released and Conveyed}$$

It is hereby agreed that upon final payment of all amounts due under this contract all water and water rights not previously conveyed to Buyer shall be quit-claimed and transferred by Seller to Buyer except for the 1/10th of one second foot as described in subparagraph F below.

F. Seller reserves to itself from the available water of Spring Creek and the supplemental sources of Spring Creek one-tenth (1/10) of one second foot of water for continued use on its land in Section 25 adjacent to the premises being sold hereunder. Seller reserves reasonable right of access over such portions of the property being sold hereunder as are necessary to transport such water to Seller's retained property in Section 25 and also reserves a right-of-way over the presently established path to that certain spring

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BOOK M61 PAGE 717

located in the Northeast 1/4 of the Northeast 1/4  
Section 36, Township 1 South, Range 3 East, Salt  
Lake Base and Meridian, in the area identified in  
Exhibit D as Parcel 5. Seller and Buyer agree to  
cooperate with each other as may be reasonable and  
necessary to maintain access to and to provide for  
the transporting of any such water to Seller's prop-  
erty in Section 25. Seller shall be solely respon-  
sible for the maintenance of all ditches, canals or  
other conduits used to transport said water to its  
property.

DATED this 21st day of November, 1974.

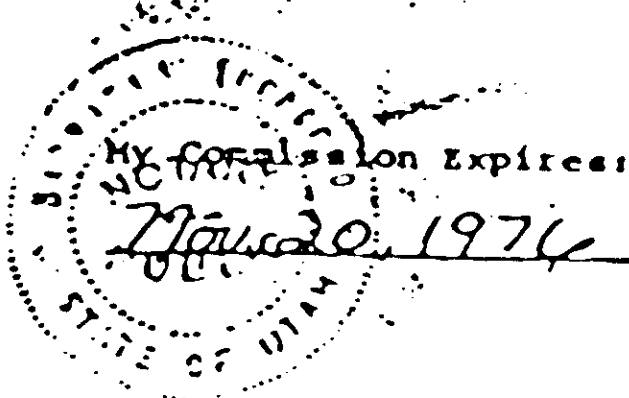
PARTNERSHIP INVESTMENTS, INC.

By Walter P. Faber, Jr.  
Walter P. Faber, Jr.  
Assistant Secretary

ACKNOWLEDGMENT

Before me, a Notary Public, of Salt Lake County, State of  
Utah, appeared WALTER P. FABER, JR., who after being duly sworn stated  
that he is the Assistant Secretary of PARTNERSHIP INVESTMENTS, INC.  
and that the foregoing Statement of Contract Provisions is true and  
correct and that he has full authority to execute this Statement on  
behalf of and as the action of Partnership Investments, Inc.

Barbara W. Thurgood  
Notary Public  
Residing at: Salt Lake County, Utah



BOOK M61 PAGE 718

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EXHIBIT "E"

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Exhibit E

WHEN RECORDED, MAIL TO:	Entry No. <b>225759</b>
<b>James R. Blakesley</b>	REQUEST OF <i>Summit County, Utah</i>
<b>455 E. 400 S., Suite 302</b>	ALAN SPRIGGS, SUMMIT CO. RECORDER
<b>Salt Lake City, Utah 84111</b>	By <i>Russell Booth</i>
	RECORDED <i>11-1-84 at 3:50</i>
	Space Above for Recorder's Use

### Quit-Claim Deed

(Corporate Form)

Canyon Rim Stake of the Church of Jesus Christ of Latter Day Saints, a corporation organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, of County of Salt Lake, State of Utah, grantor, hereby QUIT CLAIMS to Partnership Investment of Colorado, Inc., a Colorado corporation

of Highway 224, Snyderville, Box 209, Park City, Utah for good and valuable consideration and for the sum of TEN (\$10.00) DOLLARS.

the following described water rights in Summit County, State of Utah:

See Exhibit "A" which is attached hereto and incorporated herein by this reference.

INDEXED: \_\_\_\_\_  
 GRANTED: \_\_\_\_\_  
 GRANTED: \_\_\_\_\_  
 RELEASED: \_\_\_\_\_  
 ABSTRACTED: \_\_\_\_\_

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 28th day of September A.D., 1984

Attest:  
*Arch J. Milczarek*  
 Arch J. Milczarek Secretary  
 (Corporate Seal)

CANYON RIM STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS Company  
 By *Russell K. Booth*  
 Russell K. Booth President

STATE OF UTAH  
 COUNTY OF SALT LAKE

ss. and: 316 PCL 171

On the 28th day of September, 1984, A.D., personally appeared before me Russell K. Booth and Arch J. Milczarek who being by me duly sworn, did say, each for himself, that he, the said Russell K. Booth is the president, and he, the said Arch J. Milczarek is the secretary of Canyon Rim Stake Company, 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 Russell K. Booth and Arch J. Milczarek each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

*[Signature]*  
 Notary Public  
 Residing at: Salt Lake City, Utah

My Commission Expires: 5-1-85  
 FORM 100.1 - QUIT CLAIM DEED, CORP. FORM - Kelly Co., 28 W. Ninth South, S.L.C., Utah  
 APPROVED FORM - UTAH SECURITIES COMMISSION

EXHIBIT "A"

Quit Claim Deed

Date: 9/28/84

Grantor: Canyon Rim Stake of the Church of Jesus Christ of Latter Day Saints

Grantee: Partnership Investment of Colorado, Inc.

All water and water rights belonging to, used on, or appurtenant to the real property located in Summit County, State of Utah and described with particularity on Exhibit "B" which is attached hereto and incorporated herein by this reference.

Seller reserves to itself and exempts therefrom, however, from the available water of Spring Creek and the supplemental sources of Spring Creek one-tenth (1/10) of one second foot of water for continued use on its land in Section 25 adjacent to the premises being sold hereunder. Seller further reserves to itself and exempts therefrom reasonable right of access over such portions of the property described in Exhibit "B" as are necessary to transport such water to Seller's retained property in Section 25 described with particularity in Exhibit "C" attached and also reserves to itself and exempts therefrom a right-of-way over the presently established path to that certain spring located in the Northeast 1/4 of the Northeast 1/4 Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, in the area described with particularity as follows:

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 2670.5 feet, more or less 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.

Grantor and Grantee agree to cooperate with each other as may be reasonable and necessary to maintain access to and to provide for the transporting of any such water to Grantor's property in Section 25 above-described. Grantor shall be solely responsible for the maintenance of all ditches, canals or other conduits used to transport said water to its property. This exception and reservation of rights shall be appurtenant to and run with Grantor's property in Section 25 above-described.

300. 316 PAGE 172

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EXHIBIT "B"

Quit Claim Deed

Date: 9/28/84

Grantor: Canyon Rim Stake of Church of Jesus Christ of Latter-Day Sa.

Grantee: Partnership Investments of Colorado, Inc.

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 1650 feet along the North line of said Section 25; thence South 1650 feet; thence East 1650 feet to the East line of Section 25; thence North 1650 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 857.50 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 468 feet; thence South 100 feet; thence North 86°48' 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 51498635 BK01115 Pg00622

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 of 10 feet in width for egress and ingress over and across Buyer's adjoining land from and to State Highway No. 248 or such other public highway as will provide convenient and reasonable access to the tract herein excepted.

Containing 295.34 acres, more or less.



31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 86°40' East 344 feet; thence North 0°20' West 168 feet; thence North 86°48' West 344 feet; thence South 0°20' 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 Western 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.

COBERTS RECORD  
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PARCEL 6:

Containing 52.54 acres, more or less.

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, 80 rods, more or less, to the North boundary of said Section 31, thence East 2 rods to the place of beginning.

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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 26, Township 1 South, Range 3 East, Salt Lake Meridian.

Containing 120 acres, more or less.

3/6  
216 P. 174

EXHIBIT "C"

Quit Claim Deed

Date: 9/28/84

Grantor: Canyon Rim Stake of the Church of Jesus Christ of Latter Day Saints

Grantee: Partnership Investment of Colorado, Inc.

A tract of land in Section 25, Township 1 South, Range 4 East, Salt Lake Base and Meridian, particularly described as follows:

Beginning at the Northeast corner of said Section 25, and running thence West 1650' along the North line of said Section 25; thence South 1650 feet; thence East 1650 feet to the East line of Section 25; thence North 1650 feet along said East line to the point of beginning.

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48-1070-1140

Section 25

Section 25, Township 1 South, Range 4 East, Salt Lake Base and Meridian, particularly described as follows:

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Section 25, Township 1 South, Range 4 East, Salt Lake Base and Meridian, particularly described as follows:

Section 25, Township 1 South, Range 4 East, Salt Lake Base and Meridian, particularly described as follows:

Section 25

E

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(36)

*[Handwritten scribbles]*

1952  
1953  
1954

WATER AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 1952 between EARL WALLIN and MARIE M. 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".

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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.

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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.

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

11. The parties recognize that the Wallin and Partnership are entitled to water from the exchange application and Partnership is entitled to use said water for the purposes of 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 <sup>future</sup> 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 Pipelining. 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 be 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

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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 local subdivision. For each such connection

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made to said Wallin pipeline, Wallin shall receive \$100.00 or  
of the connection fee, whichever is greater, to help reimburse  
his costs for building the pipeline until such costs are recovered.  
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 16<sup>th</sup> day of May, 1977.

PARTNERSHIP INVESTMENTS OF COLORADO,  
INC.

By James A. Jovan  
Vice President  
PARK WEST WATER ASSOCIATION

By Stacy B. Utley  
Ralph W. Wallin  
RALPH WALLIN

Marie W. Wallin  
MARIE W. WALLIN

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Wasatch  
STATE OF UTAH )  
Wasatch ) ss.  
COUNTY OF SALT LAKE )

On the 16<sup>th</sup> day of May, 1977, personally  
appeared before me James A. Jovan and \_\_\_\_\_,  
who being by me duly sworn did say, each for himself, that he,  
the said James A. Jovan 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  
in conformity of a resolution of its Board of Directors, and said

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\_\_\_\_\_ each duly  
acknowledged to me that said corporation executed the same and that  
the seal affixed is the seal of said corporation.

Walter A. [unclear]  
NOTARY PUBLIC  
Residing at: 10 [unclear] [unclear]

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.

Walter A. [unclear]  
NOTARY PUBLIC  
Residing at: 10 [unclear] [unclear]

My Commission Expires:  
4/21/77

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STATE OF UTAH )  
COUNTY OF ) ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, 1977, personally appeared before me RALPH WALLEN and MARIE M. WALLEN, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

[Signature]  
NOTARY PUBLIC  
Residing at: [Address]

My Commission Expires: \_\_\_\_\_

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 [Signature]  
Stake President

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BOOK 193 PAGE 759

Return to  
MERRILL & VIERLE  
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. WALLER and HAROLD M. WALLER, 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 $\frac{1}{4}$  of SW $\frac{1}{4}$  & the SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec. 19, Tp. 1 South, Rg. 4 E34N, containing 120 acres, more or less.

2- Also Lot 1 of Sec. 30, Tp. 1 South, Rg. 4 E34N, containing 40.95 acres.

3- Also bog, 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 30 021 West 1,296 ft; th. W. 1,959.3 ft; th. S. 1,296 ft. to bog. cont. 59.3 acres more or less.

4- Also bog, at the NE cor. of Said Sec. 30; th. S. 2,640 ft. to SE cor. of NW $\frac{1}{4}$  of 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. 30 021 West 2,660 ft. to the N. line of SD, Sec. 30; th. E. 1,952.7 ft. to the pt. of bog, cont. 109.83 acres.

5- Also bog, 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. 30 021 West along said right-of-way 24.3 feet to beginning, containing 1.8 acres, more or less.

6- Also the S $\frac{1}{4}$  of the NW $\frac{1}{4}$  of NW $\frac{1}{4}$ , & the SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Sec. 29, Sp. 1 S. R. 5. 4 E34N, containing 60 acres of land.

Excepting from the foregoing parcels the following: Bog, 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 foot, and East 826 foot, from the NW cor. of Lot 1, Sec. 30, Sp. 1 S. Rg. 4 E34N; and run along Wily line of Highway N. 40 101 E. 264 ft; th. W. 170.14 ft; th. on a line parallel with Wily line of said Highway S. 49 101 W. 254 ft; th. E. 170.14 ft. to bog, cont. 1 acre.

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BOOKM94 PAGE760

Also excepting that certain tract of land containing 1/4 section 14, more or less, located in said Section 30, conveyed to Summit County, a Municipal Corporation, by deed recorded August 14, 1928 in Book 0 of Warranty Deeds, pages 250-351, of the records of Summit County, Utah.

Including the old Denver & P. Grande Railroad Right of Way running through and connecting to parcels 14 & 15 above described, it being the intention of Grantors to convey unto Grantors all of the Real Property above set forth and within the fence lines as exhibited to Grantors at the time of consummation of that certain Real Estate Exchange Agreement dated February 15, 1953 between the parties hereto, and recorded June 5, 1953 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 ( )  
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 signers of the within instrument, who duly acknowledged to me that they executed the same.

(NOTARIAL SEAL)  
J.F. McCreary  
Notary Public.

My Commission Expires: 12/12/69 Residing in Sandy, Utah

Recorded at the request of Utah Savings & Trust Abstract, January 8, A.D. 1965 at Salt Lake City, Utah.

Manda V. Springs, Summit County Recorder

RECORDED MEMO  
IBILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

00498635 Bk01115 Pg00635

BOOK 3-A PAGE 161

EXHIBIT "B"

**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 31<sup>st</sup> 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 )

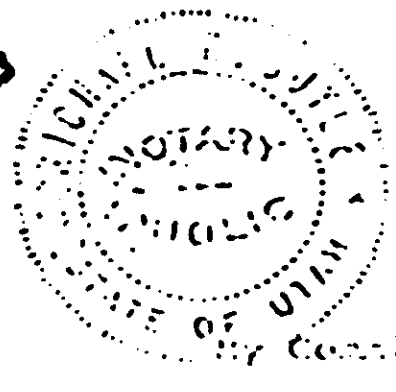
00498635 BK0111 Pg00636

On this 31<sup>st</sup> 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

Richard W. [Signature]  
NOTARY PUBLIC in and for said County and State

RECORDER'S MEMO  
LEGIBILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.



My Commission Expires  
June 30, 1978  
BOOK 111 PAGE 607

117715  
RECORDED  
INDEXED  
OCT 31 1972  
WESTERN STATES TITLE CO.

BOOK 111 PAGE 62

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 1650 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 26, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Containing 257.59 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 777.75 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 631 feet; thence North 86°48' West 463 feet; thence South 100 feet; thence North 86°43' West 234 feet; thence South 0°28' East 163 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 455 of the records of said Summit County; thence South 0°78' East 75.73 feet along boundary of the last mentioned land; thence North 89°30' West along the boundary of the last mentioned land 737.16 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. 245 or such other public Highway as will provide convenient and reasonable access to the tract herein excepted.

Containing 295.34 acres, more or less.

BOOK 92 PAGE 60

00498635 BR01115 Pg006

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BOOK 94 PAGE 1

RECORDER'S MEMO  
RECEIVABILITY OF WRITING TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

PARCEL 4:

Commencing at a point 851.1 feet north and north 55°44' west 783.22 feet from the northeast corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and extending southeasterly therefrom to the point 111.5 feet from the north 67°21' west 120.0 feet; thence north 20°11' west 150 feet to the point 67°21' west 150 feet to the point of beginning.

Containing 1.33 acres, more or less.

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 West half of the Northwest quarter, and the Northwest quarter of the Southeast quarter of Section 29, Township 1 South, Range 3 East, Salt Lake Meridian.

Containing 122 acres, more or less.

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00498635 Bk01115 Pg00638



(23)

A G R E E M E N T

A

THIS AGREEMENT is made this 17 day of April, 1980, by and between S.S.D., INC., a Utah corporation, hereinafter referred to as "SSD"; SILVER SPRINGS INVESTORS, a Utah partnership, hereinafter referred to as "SSI"; PARK WEST WATER ASSOCIATION, a Utah non-profit corporation, hereinafter referred to as "PWWA"; HALBET PROPERTIES, a Utah corporation, hereinafter referred to as "Halbet"; and JACK E. ROBERTS, of Park West, Utah, hereinafter referred to as "Roberts".

R E C I T A L S :

A. SSI presently owns or is purchasing water and water rights in Summit County, Utah, under contract with Partnership Investments of Colorado, Inc. (PIC), and with Weber Basin Water Conservancy District.

B. SSI controls PWWA, a non-profit corporation, which corporation transmits water from Silver Springs to the Park West Ski Lodge, Park West Condominiums, Park West Village Condominiums, and other residents in the immediate Park West area.

C. Roberts desires to operate and be responsible for the operation and maintenance of the facilities used by PWWA in the immediate Park West vicinity.

D. Roberts desires to immediately connect a well into PWWA's existing system and further expand said system by constructing a storage tank and water treatment facility to treat, store and utilize water from Willow Creek.

E. Roberts desires to immediately connect Phase I of the Red Pine Chalets to the existing facilities operated by PWWA.

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F. SSD, SSI and Roberts desire to settle certain ambiguities that have arisen in connection with a contract between, PIC, PWWA, Roberts and Halbet.

G. Roberts desires to obtain from SSI the

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right to utilize available water from Red Pine Creek and Willow Creek not reserved for Use in developments planned by SSI and SSD.

H. SSI desires to cease pumping water from Spring Creek over the mountain to the Park West-Willow Creek area, and desire to receive 60 gallons per minute of culinary water year round from the treatment facility to be constructed in Willow Draw.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereunto agree as follows:

1. Use of Water by Red Pine Chalets, Phase I. Roberts shall upon execution of this Agreement be allowed to use PWWA's 250,000 gallon storage tank located in Willow Draw and the transmission lines between said tank and the booster pump station located east of the Park West Ski Lodge for the purpose of supplying water to Red Pine Chalets, Phase I.

2. Transfer of PWWA. Upon execution of this Agreement, SSD and SSI shall deposit in escrow documents of title transferring any right which they may have to stock of PWWA and certain assets herein enumerated, for delivery to Roberts of the same upon completion by Roberts of the treatment plant and storage tank to be constructed under this Agreement, the completion of which shall be on or before December 31, 1980. Roberts shall, upon execution of this agreement, take possession of PWWA's assets in the Park West area, which assets include a booster pump, a booster pumphouse, transmission lines between the Park West Condominiums and said 250,000 gallon storage tank and shall immediately be entitled to vote stock and carry out other normal corporate functions during said escrow period. In operating PWWA, Roberts shall not allow or commit any waste and shall keep PWWA's system in good operating condition. Thereafter, Roberts shall operate PWWA as a mutual water association as required by law. The transfer of the stock and assets referred to above shall not include the transfer of any right, title or interest in and to any facilities located in or near Spring Creek utilized by PWWA.

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*DR*  
*DR*

including, but not limited to, the main pumps, pumphouse, chlorine treatment facility, and water transmission lines between the Park West Condominiums and the main pumphouse, which facilities are the property of SSI. It is hereby acknowledged by Roberts that PWWA was organized as a non-profit mutual water association and that those persons presently receiving water from PWWA may be entitled to receive stock in said mutual water association.

3. Transfer of Right to Divert Water from Willow Creek.

SSI shall assign to Roberts all the right to divert and use water from Red Pine and Willow Creek during the irrigation season (at least 57% of the total water from said sources) as defined, set forth and limited by the Plain City Irr. Co. v. Hooper Irr. Co., et al. Decree, (Weber Basin Decree) as well as the right to divert water from said sources during the non-irrigation season pursuant to rights obtained or to be obtained by Exchange Applications 1255 15-  
? Not appeared and 1611 filed with the State Engineer, except as hereinafter provided. Said assignment to divert water shall be placed in escrow for delivery to Roberts upon the completion by Roberts of the requirements set forth in paragraph 2 of this agreement.

4. Delivery and Use of Water.

4.1. Upon completion of the water treatment facility but no later than January 1, 1981, Roberts and PWWA shall deliver to SSI the first 60 gallons per minute of culinary water or, if there is less than 60 gallons per minute of flow from the rights transferred hereunder to Roberts and PWWA to divert from Willow Creek, all flow from such rights shall be delivered to SSI. Such water shall be delivered in a 60 gallon per minute constant flow, 24 hours per day, on a year round basis. Said 60 gallons of water is to be delivered by Roberts and PWWA through existing transmission lines, or by any lines which replace said existing lines, which connect Spring Creek and the existing 250,000 gallon water storage tank in Willow Draw. It is agreed that said 60 gallons of culinary water may at some time in the future be furnished from a well or wells as provided in paragraph 100498635 Bk01115 Pg0064

4.2. Roberts and PWWA shall also deliver to SSI 400 acre feet of untreated runoff water during the months of April, May,

June and July of each year or such lesser amount as shall be equal to 100% of such water as is available to Roberts or PWWA pursuant to the rights transferred to them hereunder.

4.3. Upon completion of the treatment plan hereinafter described, Roberts and PWWA shall have the sole responsibility of supplying from sources in Willow Creek or Willow Draw all required water for culinary, irrigation and other purposes for all 134 residential connections and the lodge presently served by PWWA on the west side of Highway 224 as well as 500 gallons of culinary water per unit per day to the 30 connections presently serviced by PWWA on the east side of Highway 224.

4.4. Roberts and PWWA hereby acknowledge that they have been informed that SSD and PWWA have made certain commitments to Eden Associates and to certain lot owners in Park West Village, who do not as of the date of this Agreement, have water connections. The obligation to supply water to said connections is hereby wholly assumed by Roberts and PWWA as hereinafter set forth. Roberts and PWWA shall supply to each unit 500 gallons of culinary water per day and shall supply required untreated irrigation water from water available from Willow Creek. Available water is defined for purposes of this section 4.4. as any water in Willow Creek which Roberts or PWWA have the right to divert pursuant hereto and which is in excess of the 60 gallons per minute of culinary water which SSI is entitled, the 400 acre feet of untreated water which SSI is entitled and 90 gallons per minute of culinary water which shall be made available to all of the users of PWWA's facilities in the Park West area, including Eden Associates and Park West Village. In accepting the commitment to furnish said irrigation water, Roberts and PWWA hereby agree that any water available for irrigation purposes shall be proportionately divided among all users serviced by PWWA based upon the total number of connections being serviced. 00498635 Bk01115 Pg00642

4.5. It is agreed and understood that the obligations of Roberts and PWWA to furnish water to certain persons not presently connected to PWWA's system in Park West Village and Eden Associates shall in no event be greater than the obligation of SSD and PWWA to supply water pursuant to contracts with Elwood Nielson and Eden Associates.

4.6. It is agreed and understood that Roberts and PWWA are only assuming the burdens to supply water, as herein limited, set forth in the Elwood Nielson and Eden Associates contracts, which contracts are attached hereto as Exhibits, and that SSI is retaining all benefits contained in said contracts including, but not limited to, the right to receive payment for water connections.

4.7. The commitment of PWWA to supply culinary water as set forth in paragraphs 4.3 and 4.4 above shall be determined by multiplying the number of units by 500 gallons per day.

5. Use of Water by SSD and SSI. SSD and SSI agree that until such time as SSD and SSI develop the lake and ponds for their irrigation needs, SSI shall allow Roberts to use its 400 acre feet of untreated water from Willow Creek. Under no circumstances shall any such water be made available to Roberts for uses which may be considered permanent as the parties intend that SSD and SSI shall retain the absolute right to use for their projects and developments the 400 acre feet of water herein reserved from Willow Creek.

6. Payment. Upon delivery to an escrow agent of documents transferring to Roberts SSI's interest in the stock, certain assets of PWWA and rights to divert water as set forth in paragraph 2, Roberts shall deliver to SSI a cashier's check in the amount of \$50,000 together with a promissory note in the amount of \$150,000 payable within 7 working days and which is guaranteed by Tracy Mortgage Company. 00498635 Bk01115 Pg00643

7. Construction of Treatment Plant.

7.1. Roberts shall construct at his own cost and expense, a treatment plant and storage facility in Willow Draw on property presently leased by Halbet. Said treatment plant shall have the capacity of supplying culinary water, which meets or exceeds Utah State Board of Health standards, for all connections presently served by PWWA, the residential connections committed to Eden Associates, the committed connections for platted lots in Park West Village, and the 60 gallons per minute of culinary water which is to be delivered to SSI.

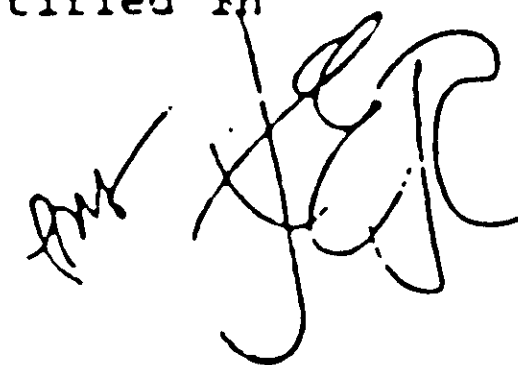
7.2. Roberts shall begin construction of the 250,000 gallon storage tank and treatment facility no later than July 15, 1980 and shall complete said improvements within a reasonable time, but in no case later than December 31, 1980. To insure completion of said storage facility and treatment plant, Roberts shall cause the requirement for said improvements to be made a part of the escrow agreement between Roberts, Summit County, and Tracy Collins Bank prior to obtaining final plat approval of Phase II and Phase III of the Red Pine Chalets.

8. Rights-of-Ways. Roberts and Halbot shall execute and deliver on or before July 15, 1980 to PWWA all right-of-ways, easements and grants necessary to insure PWWA's right to divert, treat, store and transmit water to SSI from Willow Creek and other sources of supply through its presently existing system, as well as through the new improvements contemplated herein.

9. Submission of Plans and Specifications. Roberts shall submit to SSD and SSI, for their inspection and approval, all plans and specifications for the construction of the treatment plant and storage facilities to be constructed in Willow Draw. Said approval shall not be withheld provided said plans and specifications have been certified to by an independent licensed engineer, that said plans, if adhered to, will deliver, treat and store the water PWWA is required to furnish to water users under paragraph 7.1, and that said plans and specifications have been officially approved by the Utah State Board of Health and the Summit County Engineer and met all applicable governmental standards.

SSD and SSI shall have five (5) days after receipt of said plans to determine whether the foregoing requirements have been met. If SSD and SSI do not submit any objections within such time period, it shall be deemed that SSD and SSI have approved said plans and specifications. 00498635 BR01115 Pg00644

10. Robert's Well. Roberts hereby pledges all his right, title and interest in the well located near the present 250,000 gallon storage tank in Willow Draw and identified in



Exchange Application No. 1267 filed with the State Engineer and the right to divert and pump water from said well and all contracts with Weber Basin Water Conservancy District associated with said well to PWWA as security for his obligations hereunder. PWWA shall immediately take possession of said well and shall pump into its system water from said well and shall operate said well at capacity to supply water to its present water users until the treatment plant is completed and then to supply water for projects constructed and to be constructed by Roberts. SSI shall supply any additional water needed by PWWA to service the connections which PWWA as herein required to service; but said water shall only be supplied until the treatment plant has been completed, but no later than December 31, 1980. Thereafter, Roberts and PWWA shall have the sole obligation and responsibility of furnishing water to the residential units located in the immediate Park West vicinity, including all water for connections presently being served by PWWA; connections committed to Eden Associations, and Park West Village, as hereinabove set forth, and connections for projects constructed or to be constructed by Roberts.

00498635 Bk01115 Pg00645

11. Exchange Application 1286 Roberts shall amend Exchange Application 1286 to include two well locations to be designated by SSI. SSI shall cooperate with Roberts in said amendment and shall furnish contractual rights to purchase 140 acre feet of water per year from Weber Basin Water Conservancy District. In the event said Exchange Application and amendment are approved, Roberts shall transfer the right to divert 200 acre feet of water to SSI who shall pay Weber Basin Water Conservancy District for 140 acre feet of said 200 acre feet per year. Upon approval of said transfer and upon legally being able to withdraw 200 acre feet of water per year from said wells (unless they are prohibited from withdrawing water from said wells for any reason beyond their control). SSI shall release Roberts from his commitment to furnish to it the 60

gallons per minute from Willow Creek as set forth above.

12. Operation of PWWA. Subsequent to May 1, 1980, Roberts shall collect all revenue for the sale of water delivered after May 1, 1980, to PWWA's present customers and any additional customers added onto PWWA's system. Roberts shall keep all records, bill all users on the system and pay for repairs, maintenance and all costs and expenses incurred by PWWA in obtaining and delivering water and shall remit any remaining balance to SSI until the water treatment plant has been completed. Thereafter, PWWA or Roberts shall have no obligation to pay SSI for any water, but shall have the obligation to pay Weber Basin Water Conservancy District for the 150 acre feet of water obtained by Exchange Applications 1255 and 1611. SSI shall, until the treatment plant has been completed, have the right to a periodic inspection of PWWA's books and an accounting as to all funds expended by PWWA. SSI shall pay PWWA the costs of treatment of the 60 gallons per minute of culinary water to be delivered by Roberts and PWWA excluding any costs allocated for capital improvements relating to the construction of the storage tank and treatment plant and new lines. SSI's share of the expenses of said operating and maintenance expenses as above limited shall be determined by dividing the water delivered to SSI by the total water transmitted through PWWA's system.

13. Re-Adjudication. In the event there is a re-adjudication of water rights in the Snyderville area, Roberts shall be subject to any such re-adjudication without any extraordinary or different treatment. **10498635 Bk01115 Pg00646**

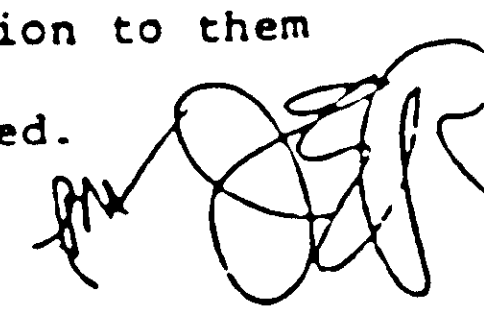
14. The May 31, 1979 Agreement. This Agreement supercedes and terminates the Agreement entered into by PIC, PWWA, Jack Roberts and Halbet Properties, dated May 31, 1979, wherein Roberts was granted 12 gallons of water during December, January, February, and March of each year and the right to use PWWA's water lines of said transmission lines were not being used to capacity and PWWA and PIC obtained certain easements and rights



of-way from Roberts and Halbet.

15. Default. In the event Roberts fails to begin construction of the storage facility and treatment plant by July 15, 1980, fails to complete the treatment plant by December 31, 1980, or fails to deliver water from Willow Creek as herein required, SSI shall have the right, upon written notice of said defaults and failure by Roberts to correct the same after sixty (60) days after receipt of said notice of default, to take possession of and control and operate PWWA, and to require that the funds in the escrow agreement filed with Summit County, set aside to complete said improvements, be used for completion of the storage facility and treatment plant. Any costs incurred by SSD and SSI in taking possession of and operating PWWA shall be charged back to Roberts. In the event Roberts fails to enter into an escrow agreement with Summit County guaranteeing completion of the improvements herein enumerated on or before August 15, 1980, SSI shall be entitled to a return of the assets and any stock in PWWA herein transferred to Roberts plus all right, title and interest in and to the well and water rights and rights to divert water pledged for security by Roberts or transferred hereby to PWWA and Roberts. In the event of such default, it is agreed and understood that PWWA will continue to service Phase I of the Red Pine Chalets. 00498635 Bk01115 Pg00647

16. Right-of-Way for Ski Lift. SSI hereby grants Roberts a right-of-way over and across the SW corner of its property in the SW 1/4 of Section 36, Township 1 South, Range 3 East, SLB&M for the purpose of allowing Roberts and Halbet to locate, construct, service and maintain a ski lift across said property at a suitable location to be determined by a licensed engineer. Said location shall be submitted to SSI by Roberts before December 31, 1980. Said location shall be deemed acceptable to SSI and SSD unless they object to said location because the lift in such location would interfere with their contemplated orderly planned development of the area. Said objection shall be delivered to Roberts within 30 days after submission to them of the location or the right to object shall be waived.



17. Right-of-Way for Willow Creek Multi-Family Units.

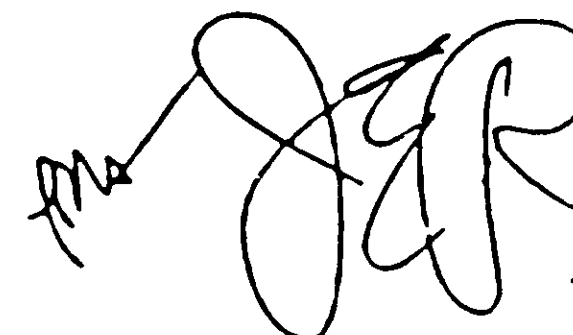
Roberts and Halbet will grant SSI a right-of-way 60 feet in width over property owned by them in the N 1/2 of the S 1/2 of Section 36, Township 1 South, Range 4 East, SLB&M an easement and right-of-way for purposes of ingress and egress and the construction, maintenance and utilization of a road into SSI's proposed Willow Creek multi-family phase of the Silver Springs Development. The location of said right-of-way shall be determined at a later date by a licensed engineer and when so determined submitted to Roberts and Halbet for their approval (which shall not be unreasonably withheld). Said location shall be deemed approved unless Roberts or Halbet object to said location on the grounds that the location of said right-of-way would interfere with their orderly planned development in the Willow Creek area within thirty (30) days after the submission to them of the location of the right-of-way. Said location will be submitted to Roberts by SSI on or before December 31, 1980.

18. Costs of Default. In the event of a default in any of the above terms or conditions contained herein, the defaulting party shall pay all costs and expenses including a reasonable attorney's fee incurred by the non-defaulting party in enforcing the terms of this Agreement.

19. Installation of Water Meters. PWWA shall, on or before December 31, 1980, at no expense or cost to SSI or SSD, install or cause to be installed water meters to each single family detached residential building for the purpose of determining the amount of water used by any such connection during any given month. PWWA shall also cause all water used to locations east of Highway 224 to be metered. All meters shall be read monthly and accurate records shall be kept.

20. Entire Agreement. This Agreement contains the entire agreement between the parties and cannot be orally changed or modified.

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21. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties herein and to their heirs, executors, administrators, successors and assigns.

22. Restrictions on Sale of Water. Without the prior approval of the other parties hereto, the parties hereby covenant as follows:

22.1. Neither Roberts nor Halbet nor any company under common control will sell water directly or indirectly to any person or entity for use at any location which is north of a line (the "line" herein) 180 feet south of the center line of Section 36, Township 1 South, Range 3 East, SLR&M, as extended.

22.2. Neither SSI, SSD nor any company under common control will sell water directly or indirectly to any person or entity for use at any location South of the "line".

EXECUTED the day and year first above written.

S.S.D., INC.

By *[Signature]*

SILVER SPRINGS INVESTORS

By *[Signature]*

00498635 B&O1115 Pg00649  
PARK WEST WATER ASSOCIATION

By *[Signature]*

HALBET PROPERTIES

By *[Signature]*

*[Signature]*  
JACK E. ROBERTS

00498635 Bx01115 Pg00650

00498635 Bx01115 Pg00651

G

WHEN RECEIVED BY  
Denis R. Morrill  
PRINCE, YEATES & GELDZAHLER  
175 East 4th South, #900  
Salt Lake City, Utah 84111

RED NOTE - 8 11/2 -

30.506

*Prince, Yeates & Geldzahler* (25)

90 OCT 18 AM 11:53

RECEIVED

NOV 29 1990

CORRECTED ALAN SPRIGGS  
ASSIGNMENT OF DECREE RIGHTS  
AND EXCHANGE APPLICATIONS  
SUMMIT COUNTY RECORDER  
REC'D BY *Dg. 10<sup>00</sup>*

WATER RIGHTS

SALT LAKE The undersigned hereby assign, transfer and convey to  
JACK E. ROBERTS ("Transferee" herein), all of their right,  
title and interest in and to those matters described in  
paragraphs 1 through 5 below:

1. Approved Exchange Application No. 1255 and  
Exchange Application No. 1611 filed with the Utah State  
Engineer for the purpose of exchanging 150 acre feet of water  
in the East Canyon Reservoir for water in Willow Creek,  
together with the contract(s) with the Weber Basin Water  
Conservancy District to purchase the water to be exchanged  
pursuant to said applications.

2. The rights to divert water from Willow Creek and  
Red Pine Creek in Summit County, Utah, as defined, set forth  
and limited in Right Nos. 411, 412 and 416 of the Weber River  
Decree (Plain City Irr. Co., v. Hooper Irr. Co., et al.) to the  
following extent:

2.1 From Willow Creek: the lesser of: (1) 500  
gallons per minute, or (b) 57% of the water flow at  
Transferee's point of diversion.

2.2 From Red Pine Creek: not more than 250  
gallons per minute, all of which shall be diverted above the  
point at which the Mt. Raymond Thrust Fault intersects the  
creek.

2.3 From either source: any additional flow  
which the undersigned does not need to fill or maintain their  
currently existing reservoirs.

3. Change Applications No. a-7500, a-10094 and  
a-10975, as they pertain to the rights assigned pursuant to  
paragraph 2 above.

4. The 250,000 gallon water storage tank located in  
Willow Draw, the booster pump station and all water trans-  
mission lines located in the South one-half of Sections 35 and  
36, T. 2 S., R. 3 E. and the South one-half of Section 31, T. 1  
S., R. 4 E., S.L.B.M.

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5. All other tangible assets which belong or  
belonged to Park West Water Association and which are located  
South of the half section line of the aforesaid Section 36.

583-179-82

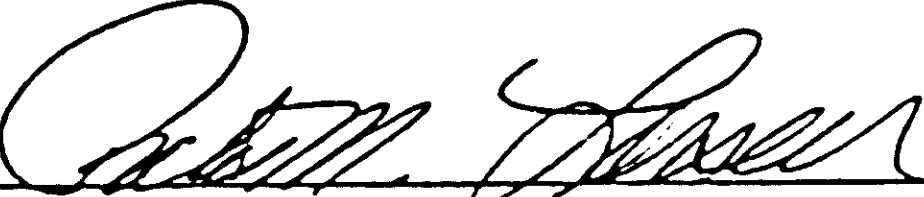
6. The undersigned represent and warrant that the aforesaid interests in Right Nos. 411, 412 and 416, together constitute the right to divert at least 57% of the irrigation season flow from both Willow Creek and Red Pine Creek. The undersigned further represent and warrant that neither they nor any entity which any of them controls will oppose applications by Transferee to change the point of diversion for said water to locations suitable to and usable by Transferee, its successors and assigns.

7. The undersigned, and each of the persons signing on behalf of the undersigned, each hereby represent and warrant that (a) the undersigned have legal title to all of the aforesaid assets, (b) the undersigned have the full legal right to execute the Assignment and to transfer said assets, and (c) that such persons are duly authorized to execute this Assignment for their respective entities and that this Assignment is duly executed by each entity and is legally binding on all.

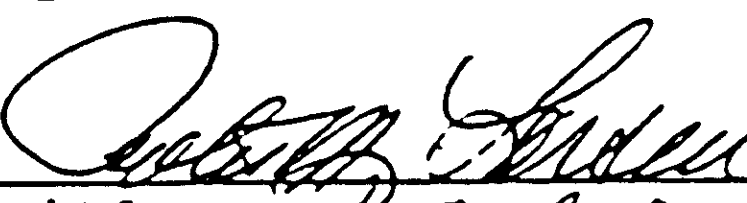
This Corrected Assignment of Decreed Rights and Exchange Applications is executed in order to add Silver Springs Investors, a General Partnership, as a signer, and to deleted Halbet Properties, Inc. and Jack E. Roberts as signers.

DATED this 11<sup>th</sup> day of May, 1990.

SILVER SPRINGS WATER CO. (a partnership)

By   
General Partner

SILVER SPRINGS WATER CO., INC., a Utah corporation

By   
Title: Partner

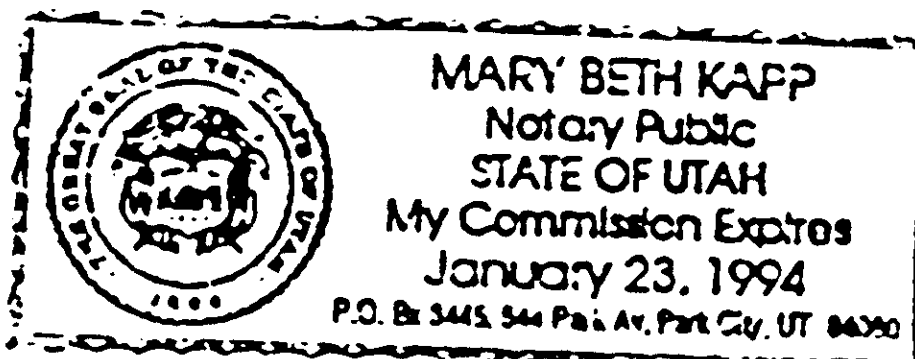
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SILVER SPRINGS INVESTORS, a general partnership

By   
Title: General Partner

BOOK 583 PAGE 180

STATE OF Utah )  
COUNTY OF Summit ) : SS.

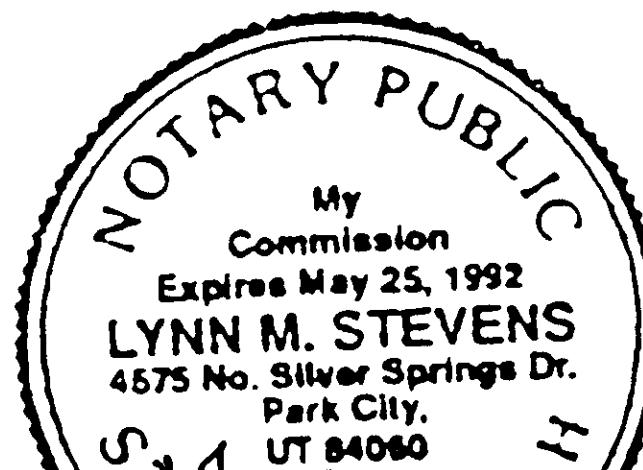


On the 8th day of October, 1990, personally appeared before me Robert M. Larsen, who being by me duly sworn, did say that he is a General Partner of Silver Springs Water Co., a partnership, and that the foregoing instrument was signed on behalf of said partnership, and said \_\_\_\_\_ acknowledged to me that said partnership executed the same.

Mary Beth Kapp  
NOTARY PUBLIC  
Residing at: Park City, UT

My Commission Expires:  
\_\_\_\_\_

STATE OF UTAH )  
COUNTY OF SUMMIT ) : SS.



On the 11th day of October, 1990, personally appeared before me Robert M. Larsen, who being by me duly sworn, did say that he is the President of Silver Springs Water Co., Inc., a corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Robert M. Larsen acknowledged to me that said corporation executed the same.

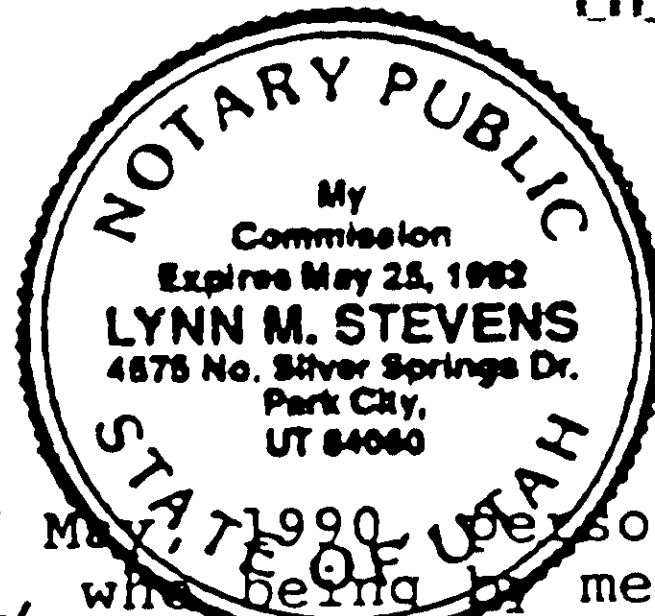
Lynn M. Stevens  
NOTARY PUBLIC  
Residing at: 4805 W. Meadow Hill Rd. P.O. UT

My Commission Expires:

May 25, 1992

00498635 8401115 P000654

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



On the 11th day of May, 1990, personally appeared before me Robert M. Larsen, who being by me duly sworn, did say that he is the General Partner of Silver Springs Investors, a



general partnership, and that the foregoing instrument was signed on behalf of said partnership, and said Robert M. Larsen acknowledged to me that said partnership executed the same.

[Signature]  
NOTARY PUBLIC  
Residing at: Bozok City, Utah 87060

My Commission Expires:

May 25, 1992

8335M  
052290

BOOK 583 PAGE 182

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RECEIVED (24)  
AUG 14 1990  
WATER RIGHTS  
SALT LAKE

ASSIGNMENT OF DECREED RIGHTS  
AND EXCHANGE APPLICATIONS

The undersigned hereby assigns, transfers and conveys to JACK E. ROBERTS ("Transferee" herein), all of his right, title and interest in and to those matters described in paragraphs 1 through 3 below:

1. Approved Exchange Application No. 1255 and Exchange Application No. 1611 filed with the Utah State Engineer for the purpose of exchanging 150 acre feet of water in the East Canyon Reservoir for water in Willow Creek, together with the contract(s) with the Weber Basin Water Conservancy District to purchase the water to be exchanged pursuant to said applications.

2. The rights to divert water from Willow Creek and Red Pine Creek in Summit County, Utah, as defined, set forth and limited in Right Nos. 411, 412 and 416 of the Weber River Decree (Plain City Irr. Co. v. Hooper Irr. Co., et al.) to the following extent:

2.1 From Willow Creek: the lesser of (1) 500 gallons per minute; or (b) 57% of the water flow at Transferee's point of diversion.

2.2 From Red Pine Creek: not more than 250 gallons per minute, all of which shall be diverted above the point at which the Mt. Raymond Thrust Fault intersects the creek.

2.3 From either source: any additional flow which the undersigned does not need to fill or maintain their currently existing reservoirs.

3. Change Applications No. a-7500, a-10094 and a-10975, as they pertain to the rights assigned pursuant to paragraph 2 above.

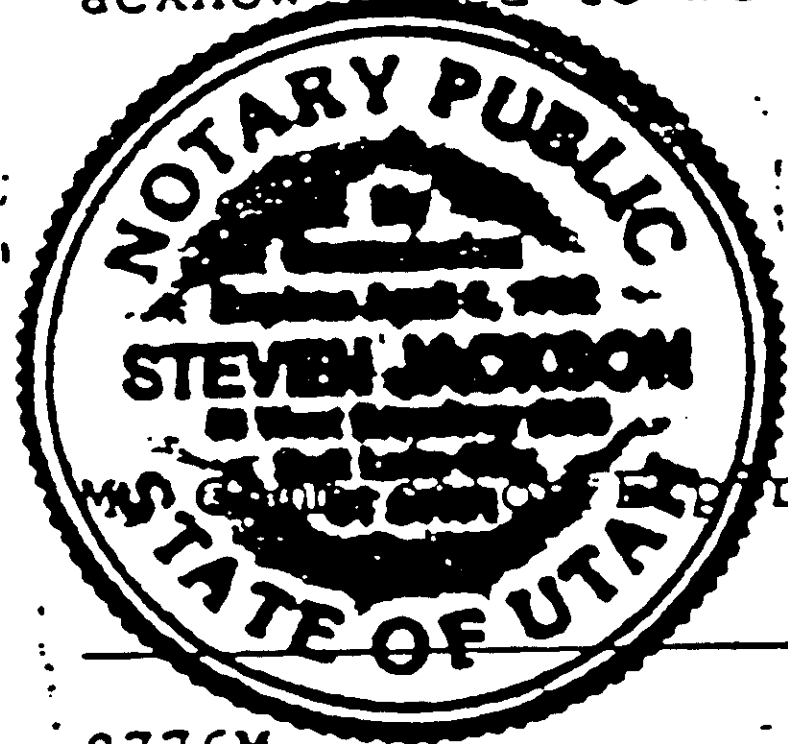
DATED this 9th day of August 1990.

S.S.D. INC

By [Signature]  
Title: Agent

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 9<sup>th</sup> day of July, 1990, personally appeared before me WILLIAMS (ALLEN), who being by me duly sworn, did say that he is the agent of S.S.D. INC., a corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.



Steven Jackson  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

8776M  
070690

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H

WATER PURCHASE AGREEMENT

THIS WATER PURCHASE AGREEMENT is made and entered into this 27 day of MARCH, 1981, in Salt Lake County, State of Utah, by and between RANCH PLACE ASSOCIATES, a Utah limited partnership, hereinafter referred to as "Seller" and WHITE PINE ASSOCIATES, a Utah partnership, hereinafter referred to as "Buyer".

W I T N E S S E T H:

WHEREAS, Seller is the owner of a portion of the water and water rights represented by Awards #411 and 416 of the Weber River Decree, which Seller is interested in selling to Buyer; and,

WHEREAS, Buyer desires to purchase a total of 50 acre-feet out of Seller's interest in the above referenced awards; and,

WHEREAS, the parties desire to enter into this agreement regarding the purchase and sale of the water and water rights in accordance with the terms and conditions of this agreement.

1. Property to be Sold.

Seller hereby agrees to sell all of its right, title and interest in and to 50 acre-feet of irrigation water out of Seller's proportionate ownership interest in Awards #411 and 416 of the Weber River Decree entered by the Second Judicial District Court in and for Weber County, State of Utah, in the case of Plain City Irrigation Company v. Hooper Irrigation Company, Civil No. 7487, which water rights have dates of priority of 1860 and 1861 respectively. These decreed rights include the right to use the water for domestic and stockwatering usage in addition to the irrigation usage. It is mutually understood and agreed that the 50 acre-feet being conveyed to Buyer hereunder, includes only the irrigation portion of these two water rights. Seller shall expressly reserve unto itself all of the domestic and stockwatering rights owned by Seller under these two awards.

2. Purchase Price.

The purchase price for the above described 50 acre-feet

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shall be \$4,000.00 per acre-foot for a total purchase price of \$200,000.00. This sum shall be paid in full, by cash or by cashier's check only on or before June 30, 1981.

3. Seller hereby represents but does not warrant that it owns at least 50 acre-feet of water under Awards #411 and 416 of the Weber River Decree, and that it has title and the authority to sell the same. Seller cannot guarantee that 50 acre-feet of water will be available at all times for Buyer's use because Seller cannot control nature, nor can Seller guard against the assertion of the rights of those with prior vested water rights on the streams to take the flow of the streams during times of drought or other natural shortage conditions.

(a) Buyer shall acquire an equal date of priority with that of Seller under these two decreed rights, and shall share all shortages in the sources under these rights on an equal priority basis with Seller. Buyer shall acquire no preferential rights to call for its 50 acre-feet from any particular water source to the exclusion of Seller or those with vested rights in a particular source by virtue of this conveyance, but shall be required and entitled to its proportionate share of all sources as decreed to Seller's predecessors in interest.

4. Conveyance of Title and Closing.

Seller shall execute a quit claim deed conveying all of Seller's right, title and interest in and to the 50 acre-feet to be sold hereunder to Buyer or to Buyer's designee upon the execution of this agreement, and shall deliver the executed deed to Attorney Steven E. Clyde to hold in escrow until the closing date, June 30, 1981. Buyer shall deliver into escrow the sums required by paragraph 2 hereof, plus Buyer's proportionate share of the escrow fees required in order to consummate this transaction on or before June 30, 1981.

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Upon payment of the purchase price, escrow shall deliver the deed to Buyer. Buyer shall insert its name or the name

of its designee as the grantee therein upon delivery of the deed. In the event Buyer fails to pay the purchase price reserved herein on the date upon which it is due, escrow shall within five (5) days of the receipt of written notice from Seller, return the executed quit claim deed to Seller. All notices of default of any party hereunder shall be given to escrow at 200 American Savings Plaza, 77 West Second South, Salt Lake City, Utah 84101, unless written notice shall be so given, escrow shall not be required to take or be bound by notice of any default or to take any action concerning such default.

If written notice of default is properly given, and the escrow is required upon receipt thereof to take any action with respect to such default, and such action involves any expense or liability, agent shall not be required to take any such action unless he is indemnified against such expense or liability in a manner satisfactory to him by the party requesting such action. Escrow is authorized to act upon any document believed by him to be genuine and to be signed by the proper party or parties, and will incur no liability in doing so.

In the event of any disagreement or the presentation of adverse claims or demands in connection with or for any item affected hereby escrow shall, at his option, be entitled to refuse to comply with any such claims or demands during the continuation of such disagreement, and may refrain from delivering any item affected hereby, and in doing so, escrow shall not become liable to the undersigned or to any person due to his failure to comply with any such adverse claim or demand. Escrow shall be entitled to continue without liability to refrain and refuse to act until 1498635 BR01115 P609661

(a) All of the rights of the adverse claimants have been finally adjudicated by a court having jurisdiction of the parties, and the items affected thereby, after which time the escrow shall be entitled to act in conformity with such adjudication; or,

(b) All differences have been adjusted by agreement

and compromise and the escrow shall have been notified thereof in writing and shall have been directed in writing signed jointly or in counterpart by the undersigned, and all persons making adverse claims or demands, at which time the escrow shall be protected in acting in compliance therewith. There shall be an opening escrow fee of \$100.00 which the parties agree to share equally. Thereafter, any time expended by escrow in performance of his duties shall be billed to the parties at the escrow's normal fee schedule for such services rendered, and Buyer and Seller hereby agree to each bear fifty percent (50%) of said escrow fee.

Buyer shall be responsible for all recording charges in connection with the recording of the quit claim deed to be delivered hereunder. All taxes, charges and river commissioner assessments shall be prorated between Buyer and Seller as of the date of closing as provided for herein.

5. Change Application.

It is mutually acknowledged that Buyer would like to change both the place of use and point of diversion of the 50 acre-feet being acquired hereunder to lands located in Snyderville, Utah, which is South and generally upstream from Seller's property. Buyer shall bear the full responsibility and risks for the filing of this change application, and shall bear all costs and attorney's fees incurred in pursuing this change through the State Engineer's office. Seller shall not protest the filing of this change application, and will cooperate in all respects in assisting Buyer in obtaining State Engineer approval of the change application, provided that Seller incurs no cost in doing so.

6. Notice.

All required notices shall be given to the parties hereto in writing and shall be mailed postage prepaid to the parties at the following addresses, which may be subject to change from time to time:

00498635 Bk01115 Pg00662



Buyer

White Pine Associates  
c/o Paul Landis  
P.O. Box 1705  
Park City, Utah 84060

Seller

Ranch Place Associates  
c/o Hy Saunders  
1899 Longview Drive  
Salt Lake City, Utah 84117

Copies of All Notices to Escrow:

Steven E. Clyde, Esquire  
Clyde, Pratt, Gibbs & Cahoon  
200 American Savings Plaza  
77 West Second South  
Salt Lake City, Utah 84101

7. Costs and Attorney's Fees.

In the event either party defaults in the performance of the covenants and conditions contained herein, the defaulting party hereby agrees to pay all costs including a reasonable attorney's fee incurred by the party enforcing the terms and provisions of this agreement, whether enforcement is through litigation or otherwise.

8. Preparation of Agreement.

The parties hereto have jointly authorized Attorney Steven E. Clyde to prepare this purchase agreement, and Buyer and Seller hereby each agree to pay fifty percent (50%) of the attorney's fees and any out-of-pocket expenses incurred in the preparation of the same.

9. Binding Effect.

This agreement shall be binding upon the parties hereto and upon their heirs, successors, administrators and assigns. The foregoing constitutes the full and complete agreement by and between these parties, and shall supersede all prior written or oral discussions or representations of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first set forth above.

Buyer:

WHITE PINE ASSOCIATES  
a Utah partnership,

By *[Signature]*  
Its *[Signature]*

Seller:

OLD RANCH PLACE ASSOCIATES  
a Utah limited partnership,

By *Saunders Land Investment Corp.*  
*H. Saunders, Pres.*  
Its *Managing Partner*

Entry No. 95041

WARRANTY DEED

THIS INDENTURE WITNESSETH, That GEORGE L. FELTON, and ELLEN F. FELTON, his wife of Summit, County, in the State of Utah Convey and Warrant to BUD D. DUNN and BENNETTA DUNN, his wife, as joint tenants. of Summit County, in the State of Utah, for and in consideration of \$10.00 (ten dollars) or other good and valuable consideration the receipt whereof is hereby acknowledged, the following described Real Estate in Summit County in the State of Utah, to-wit:

Beginning at a point in the West line of a highway (Alternate U.S.40); said point being located 1397.48 feet East and 570.63 feet South from the north-west corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 267.96 feet; thence North 86° 12'00" West 395.39 feet; thence North 263.82 feet; thence South 86° 48'100" East 395.13 feet to the point of beginning. Contains 2.41 Acres. Together with all water rights, used on or in connection with, or in any way appertaining to the above described property.

In Witness Whereof, The said have hereunto set hand and seal, this day of 19

George L. Felton (SEal)

Ellen F. Felton (Seal)

STATE OF INDIANA, Vanderburgh COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this fifth day of March, A.D., 1962, personally appeared the within named George L. Felton and Ellen F. Felton Grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(NOTARIAL SEAL)

My Commission expires July 14, 1962

Fred A. Weaver Notary Public

Recorded at the request of Bud Dunn, April 18, A.D. 1962 at 9:22 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 95042

Revenue Stamps \$21.45 (Cancelled)

DEED OF GRANT

RECORDER'S MEMO  
RELIABILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

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Entry No. 9707

WARRANTY DEED

Panel 10

George L. Felton and Ellen F. Felton, his wife grantor of Summit County of Utah and of the State of Utah, hereby CONVEY and WARRANT to Bud D. Dunn and Bernette Dunn, his wife, as joint tenants, grantees of Summit County, in the State of Utah, State of Utah for the sum of \$10.00 (ten dollars) or other good and valuable consideration the receipt whereof is acknowledged, the following described tract of land in Summit County, in the State of Utah.

to-wit: Beginning 440 ft S of NW cor NE 1/4 NW 1/4 Sec 31 T 1 S R 4 E SLM  
th N 165 ft; S 20.66 rods; N 165 ft; W 165 ft; N 20.66 rods to  
beg cont 1.28 ac.

WITNESS the hand of said grantor, this 3rd day of July A.D. 1963

Signed in the presence of

George L. Felton

Ellen F. Felton

STATE OF UTAH )  
                  ) ss.  
COUNTY OF     )

WARRANTY DEED

On the 3rd day of July 1963 A.D. I personally appeared before me the signer of the within instrument and duly acknowledged to me that he executed the same.

(NOTARIAL SEAL)

Paul H. Petersen  
Notary Public  
Residing at Salt Lake Utah

My Commission Expires:  
Nov. 7, 1964

Recorded at the request of Bud D. Dunn, July 5, A.D. 1963 at 9:13 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 97075

Revenue Stamps \$9.35 (Cancelled)

RECORDER'S MEMO  
LEGIBILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

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RESOLUTION ADOPTING UNIFORM RULES  
AND REGULATIONS FOR  
THE DISTRIBUTION OF WATER THROUGH  
SUMMIT WATER DISTRIBUTION COMPANY, INC.

WHEREAS, Summit deems it necessary, for the orderly administration of the company, to adopt a uniform policy regarding the transfer of water rights into the company; the construction and extension of distribution mains, storage and treatment facilities; the distribution systems within subdivisions; the conveyance of wells, springs and other surface water resources into the company; issuance of shares of stock in the company; and, the manner in which water service will be rendered to its shareholders.

NOW, THEREFORE, be it resolved by the Board of Directors of Summit Water Distribution Company as follows:

Section 1. Title. This resolution shall be entitled the Water Supply Resolution of Summit Water Distribution Company, Inc., and may be so cited.

Section 2. Purpose. This resolution has been adopted for the purpose of promoting the orderly expansion of the company's water distribution system, and to establish a uniform set of conditions which must be met in order to obtain domestic water service from Summit, to insure that the company's system and water rights will not be over extended to the detriment of those connected thereto.

Section 3. Application for Service. No individual, firm, corporation or association shall be permitted to connect onto Summit's water mains, or to use water therefrom, until a formal written application for service has been received by the company, and the company has accepted the application in writing.

3.1. The application shall indicate the number of domestic water applications which applicant will require, whether residential, multifamily, commercial, or industrial, and shall be accompanied with such proof as required by Summit's legal counsel, of applicant's title to the water and water rights which applicant proposes to transfer into Summit in accordance with these rules and regulations.

3.2 Applicant shall also submit to Summit, a master plan of applicant's proposed development.

(a) Summit's engineers shall review the proposed master plan to evaluate the water requirements of the proposed development, and the availability of water

based upon the water and water rights which applicant proposes to transfer into the company hereunder, to determine if Summit can serve the proposed development on a year-round basis from these water rights.

(b) If sufficient water is available for year-round service, out of the water and water rights applicant proposes to transfer to Summit, and if Summit's legal counsel is satisfied with the applicant's proof of title to the water and water rights which applicant proposes to transfer to Summit hereunder, then Summit shall give a letter of commitment or intent to serve applicant's proposed development, indicating therein that an adequate supply of domestic water is available; that Summit shall provide domestic water service to the development; providing, that applicant complies with all of Summit's rules and regulations as set forth herein.

Section 4. Conditions Precedent to Service. Each applicant requesting service to a subdivision or commercial development must comply with all of the following conditions precedent in order to obtain water service from Summit Water Distribution Company, Inc.

4.1. Applicant must obtain and perfect its own year-round domestic water supply of sufficient quantity and quality to satisfy current State Board of Health requirements for applicant's intended development.

(a) Applicant shall transfer to Summit, without cost to Summit, and by an appropriate instrument of conveyance acceptable in form to Summit, all applications, decreed rights, certificates of appropriation or change of use, Weber Basin Water Conservancy District replacement contracts, and all other water applications and water rights comprising applicant's domestic water supply, free and clear of all liens and encumbrances, except as may be expressly approved and accepted by Summit.

00498635 Bk01115 Pg00669  
(b) Thereafter, Summit shall appear as the record owner of the water rights involved, and the water represented thereby. The water shall then be comingled and become a part of the water supply of Summit Water Distribution Company, through which all of its shareholders will be served, including applicant's development.

(c) Each water well to be transferred into Summit shall have first been approved as to quality by the Utah State Board of Health prior to the transfer of the same into Summit, and the quantity available for use shall have been certified by a professional engineer, and the producing capacity, drawdown curve of any well to be transferred into the company shall be certified by a qualified professional engineer. Title to the well and all easements and appurtenances thereto shall be conveyed by deed, acceptable in form, to Summit.

4.2. Applicant shall construct at its sole expense, all extensions of Summit's main distribution lines required to serve applicant's development. Applicant shall enter into a standard line extension agreement with Summit, which shall govern the terms and conditions under which said main extensions shall be made by applicant, and the manner in which Summit will assist applicant in obtaining partial reimbursement from third parties who might connect onto the extended main line. This extension shall be constructed in accordance with Summit's specifications, and shall be subject to Summit's engineers and inspection, approval and acceptance in order to insure that the extended system will be compatible with Summit's existing system.

(a) Summit may in its sole discretion, deem it necessary to construct excess capacity into an extended main line to facilitate and allow anticipated growth in the immediate area. In that case, applicant shall construct said excess capacity into the extended line, in accordance with Summit's plans and specifications, and at applicant's expense provided however that Summit, through the separate line extension agreement required by this section, shall provide for the reimbursement of the applicant for the costs of engineering, construction and expansion of this excess line capacity. Summit may, in its discretion, participate in the construction and payment on a pro-rata basis, in accordance with a separate cost participation agreement.

(b) Other third parties may connect to this extended main line, but Summit, in its discretion may require these third parties to pay to Summit a proportionate share of the original costs of constructing this line, and Summit, in accordance with the line extension agreement required by this section may make partial reimbursement to the applicant who constructed said line.

(c) Applicant shall carry the extended line to a point prescribed by Summit, in accordance with plans and specifications, in order to facilitate the orderly development of the next contiguous tract of land.

4.3. Applicant shall construct at its sole expense the water delivery system, including all storage, treatment and all other appurtenant facilities required to serve applicant's proposed development, which system shall be constructed in accordance with plans and specifications approved by the Utah State Board of Health, and which conform to the specifications of Summit. Storage facilities shall be placed at an elevation which will be compatible with the other existing or proposed storage facilities of Summit, so as to equalize storage drawdown and eliminate the need to construct expensive pressure zones.



4.4. Applicant shall fully encase all wells, and equip each well as required to serve its development, and at its sole expense. If applicant's water supply originates in springs or other surface supplies, applicant will perform all development work necessary to protect the water source and insure the culinary quality of the water withdrawn from it. Additionally, applicant shall obtain at its sole expense all required surface easements to protect the culinary quality of the water source and to guard against the surface pollution and the contamination of the water source. This easement shall be conveyed to Summit without cost. In the event treatment facilities are required, applicant shall construct and install the same at its sole expense.

4.5. Where possible, provision shall be made for the construction of all extension and distribution lines within public streets and easements. However, where the extensions must cross private property, applicant shall obtain at applicant's sole expense all required and necessary easements for all distribution and main line extensions, and appurtenant facilities, and title to any required storage or well sites, along with the perpetual rights of ingress and egress for operation, maintenance, repair and replacement of the same.

4.6 Upon compliance with all of the foregoing terms and conditions, applicant shall convey to Summit, free and clear of all liens and encumbrances except for those specifically agreed to in writing by Summit, by a conveyancing instrument acceptable to Summit, the following items:

(a) Any extension of Summit's main distribution line.

(b) The water distribution system and all service laterals within applicant's development, and all appurtenant facilities specifically including but not limited to any well and well equipment, pumps, storage facilities, and any required treatment facilities.

(c) Title to all storage and well sites, together with any and all easements and appurtenances in connection therewith; and all pipeline easements and rights-of-way.

(d) All water and water rights as required by 4.1(a) hereof.

Section 5. Issuance of Shares. Summit shall provide domestic water service only to its shareholders. Shares shall be issued only in consideration of full compliance with all of the conditions precedent set forth in Section 4 above.

5.1. Summit shall conditionally issue to applicant one share of Class B stock for each acre-foot of water transferred by applicant to Summit and available for use within the domestic water system. The shares shall be issued to applicant in conjunction with the issuance of Summit's commitment of service letter. Applicant shall be required to assign shares of stock in the following amounts to the subsequent purchasers of the residential and/or commercial units to be constructed by applicant and served by Summit Water Distribution Company.

(a) .76 of a share of stock shall be transferred to the owner of each single family home to be connected to the system. The holder of a .76 share of stock shall be entitled to .76 acre-feet of water, which is sufficient to meet the inhouse domestic needs of a single family home, and to provide for the irrigation needs of a one-quarter acre building lot. An additional .45 of a share of stock shall be required for each additional one-quarter acre or fraction thereof to be irrigated by each individual shareholder.

(b) .45 of a share of stock shall be issued to each residential unit within a multiple dwelling. The holder thereof shall be entitled to .45 acre-feet of water which is sufficient water to meet the inhouse domestic needs of a multiple family dwelling unit.

(c) A commercial or a recreational establishment shall be required to have sufficient shares or fractions thereof in order to cover its water needs. In no event shall any commercial or recreational facility hold less than a .45 share of Class B Stock in the company.

(d) A homeowner's association or condominium owner's association shall be required to hold .45 shares of stock for each one-quarter acre of commonly owned land to be irrigated with water from this system. The shares shall be held in the name of the homeowner's association, and shall be subject to assessments as are all other shares of the company.

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(e) Any recreational facility owned by a condominium owner's association, or other such organization or entity, shall be required to hold sufficient shares of Class B Stock, or fractions thereof, to cover its water needs. In no event shall any commonly owned recreational facility hold less than a .45 share of Class B Stock in the company.

5.2. The issuance of all shares of Class B Stock shall be conditioned upon applicant's full compliance with all of the conditions precedent of Section 4 hereof. In the event applicant fails to comply with these conditions, the shares shall be returned by applicant and cancelled upon the books of Summit. Any water and water rights, wells, water systems and appurtenances conveyed to Summit by applicant shall be reconveyed to applicant, and Summit's commitment

of service letter shall be retracted. The retraction shall then be filed with the Summit County Planning Commission.

5.3. All Class B shares in Summit shall be subject to annual assessments for the operation and maintenance of the water system in accordance with the Articles of Incorporation. All shares shall be subject to the penalties provided by the laws of the State of Utah for nonpayment of the annual assessment, including the right of the company to sell the shares of a delinquent shareholder.

Section 6. Service to Individual Structures. Each individual shareholder requesting domestic water service shall make formal written application to Summit for service, in a form provided by the company, and shall agree therein to comply with the rules and regulations of the company.

6.1. Each shareholder requesting service shall pay at the time of making his application, the connection fee required at the then current rate.

6.2. The company will then set a water meter and make the necessary connection with a reasonable time after the payment of the connection fee, and the making of application for service. If the meter cannot be installed within three days after the making of application, the shareholder is to be notified by the company. The meter shall be installed inside the structure and shall have outside readouts. A shut off valve shall be installed at the street.

6.3. The company's obligation for operation and maintenance of service laterals shall terminate at the street side of the shut off valve. The shareholder shall be responsible for the maintenance of the service lateral from the property side of the shut off valve to the meter installed within the structure receiving water service. The meter itself, the meter gages and the shut off valve shall remain the sole property of Summit Water Distribution Company, and the company shall have the obligation to maintain and repair the same.

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6.4. Each shareholder shall immediately report in writing to the company's business office the sale of the shareholder's residential dwelling unit, or the sale of any commercial or recreational establishment. Immediately upon receipt of this written notice, the company shall close the shut off valve and terminate water service to the unit or facility. The subsequent purchaser of the residential dwelling unit or the commercial or recreational facility shall be required to make formal written application for renewed service to the home or structure on a form provided by the company, and shall agree therein to comply with the lawfully adopted rules and regulations of the company. The subsequent purchaser shall present to the company the properly endorsed stock certificate entitling him to water service

from this company, and shall request that the share certificate be properly transferred into his ownership upon the books of the corporation. The subsequent purchaser shall pay to the company a \$20.00 resumption of service fee, to cover the costs incurred by the water company in re-establishing water service to the particular unit involved. Upon compliance with all of the foregoing terms and conditions of this subsection, water shall will be restored to the premises. The subsequent purchaser shall, as a shareholder, be subject to annual stock assessments. It shall be the burden and responsibility of each subsequent purchaser to obtain the pro-rated amount of the stock assessment, if any, from the prior owner. The company will not undertake the obligation or responsibility to determine the pro-rated amount nor will it endeavor to collect the same from the prior owner of the share certificate.

Section 7. Connection Fees. No shareholder shall be allowed to connect onto the Summit Water Distribution system, nor take water therefrom, until he has paid the required connection fee. Until the Board of Directors otherwise determines, the connection fees shall be as follows:

<u>Meter Size</u>	<u>Fee Amount</u>	<u>Type Use</u>
3/4 in. by 5/8 in.	\$350.00	Residential, both single and multifamily dwellings
3/4 in. by 3/4 in.	375.00	Residential, both single and multifamily dwellings
1 in.	500.00	Duplex
1-1/2 in.	800.00	Compound meter for commercial use or up to five residential units with a single structure
2 ins.	1,350.00	Turbine meter for commercial use or up to eight family units within a single structure.

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 Any connection larger than a two (2) inch meter shall be made only upon prior written approval of Summit. The connection fee shall be determined by the Board of Directors on an individual basis.

7.1. Summit shall allocate out of each connection fee received \$100.00 for reservoir construction and deposit into a separate fund for the construction of additional

storage facilities as may be required by the company. The remaining fee shall be allocated towards the actual cost of the water meter, meter box, shut off valves, gages and for the costs incurred in the actual physical connection to the system and the inspection of that connection by the company's personnel.

Section 8. Meters Required. All uses of water from Summit Water Distribution Company's system shall be metered, except for fire protection water, which will not be metered.

Section 9. One Structure per Meter. Not more than one structure or building shall be connected to any one meter without the prior written approval of Summit. Multiple dwelling units may be served by a single metered connection, provided that the owner of each residential unit within the multiple unit structure owns at least a .45 percent share of Class B Stock in the company.

Section 10. Vacant Lots. Application for water service will be accepted for shareholders who own vacant lots. Such applications shall be accompanied by the required connection fee at the then current rate, which shall entitle the shareholder to have a meter installed for servicing of his premises, provided however, that until water is actually being taken through the meter and used within the premises, that the shares of the applicant will not be subject to assessment in accordance with the Articles of Incorporation.

Section 11. Summit to Own Water System. Summit shall hold title for and on behalf of its shareholders to all main distribution lines, all delivery and service lateral lines and connections from the water mains to the property line of each individual shareholder-water user, including the meter, meter box and shutoff valve. Summit shall maintain, repair and replace the same in perpetuity. Each individual shareholder shall own and shall bear the sole responsibility for repair, upkeep and maintenance of the water line from the property side of the meter to the premises being served. Summit shall not accept nor bear any responsibility for any leaks or damages caused by leakage on the water users side of the water meter. Summit shall have no obligation to repair, replace or maintain the service lateral on the shareholder's side of the water meter. Summit may, without incurring liability, make emergency repairs to service laterals, in order to mitigate damage, prevent waste of water, and to prevent contamination of the water supply, but any such repairs shall be at the shareholder's sole expense.

Section 12. Landlord or Lessor Shall be Held Primarily Liable for All Assessments. The legal owner of any rented property being served by Summit, shall appear as the record owner of the share of stock representing that water connection

within the company, and shall be held primarily responsible to the company for payment of the annual stock assessment.

Section 13. Meter Readers. Shareholders-Water Users shall not obstruct in any way the ability of authorized company personnel to gain access to water meters for periodic reading and maintenance. The cost of removing any obstructions may be charged to the shareholder.

Section 14. Amendments to These Rules. These rules and regulations may be changed and amended from time to time by appropriate action of the Board of Directors. No exceptions to these rules will be permitted without the prior written approval of the Board of Directors.

Section 15. Emergency Situations. In times of water shortage due to drought or any other natural or man made condition or occurrences, the company shall have full authority to declare a water emergency, and to ration or otherwise regulate the distribution and use of water from the company's system. Such action by the Board of Directors may include a moratorium on new water connections until the emergency has been alleviated.

Section 16. Savings Clause. If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid by a court of law, such determination shall not effect the validity of the remaining portions of this resolution, which shall remain binding and enforceable against the shareholders of the company.

Section 17. Effective Date. In consideration of the rapid development of the land within the company's service area, the company believes that an emergency exists and that it is necessary for the health, safety, peace and general welfare of those individuals requesting service from the company that this resolution take effect immediately. Therefore, this resolution shall be in full force and effect from and after a state of passage and adoption by the Board of Directors of Summit Water Distribution Company.

Passed and unanimously adopted this 5<sup>th</sup> day of January, 1981.

Attest:

[Signature]  
Secretary

[Signature]  
Director

[Signature]  
Director

00498637 001115 0000676  
[Signature]  
Director

After recording return  
John Erickson  
195 S. State Suite 1300  
SLC UT 84111

RECEIVED  
JUN 15 1987  
WALTER  
QUIT CLAIM DEED

JAN 12 1987

FROSTWOOD LIMITED, a Limited Partnership organized and existing under the laws of the State of Utah, with its principal office in Salt Lake City, Utah, County of Salt Lake ("Grantor"), hereby quit claims to GAGON, BAKER & COTTER, a Utah Partnership of Salt Lake City, Utah ("Grantee"), for the sum of Ten Dollars (\$10) and other good and valuable consideration the following water rights in Summit County, State of Utah:

See Exhibit "A"

The persons and officers who sign this Deed hereby certify that this Deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the partnership and by the board of directors of the general partner of the Grantor at a lawful meeting duly held and attended by a quorum.

It Witness Whereof, the Grantor has caused its name to be hereunto affixed by its duly authorized officers this 11<sup>th</sup> day of November, 1985.

FROSTWOOD CORPORATION

Entry No. 252353  
REQUEST OF John Erickson  
FEE \$ 9.50 ALA. BUREAU OF GOVERNMENT CO. SERVICES  
By Norbert P. Peltzer  
RECORDED 6-5-86 at 9:40 A.M.

[Signature]  
President

FROSTWOOD, LTD., a Utah Limited Partnership

[Signature]  
By: Frostwood Corporation, General Partner, by Joseph A. Bond, Jr. President

[Signature]  
Joseph A. Bond, Jr., General Partner

STATE OF UTAH )  
                  ) ss.  
COUNTY OF SALT LAKE )

On the 11<sup>th</sup> day of November, 1985, personally appeared before Joseph A. Bond, Jr., who being by me duly sworn did say that he is the President of Frostwood Corporation, that Frostwood Corporation is a general partner of Frostwood Ltd. and that he is a general partner of Frostwood Ltd., and that the within and foregoing instrument was signed on behalf of Frostwood Corporation and Frostwood Ltd. by authority of a resolution of the board of directors of Frostwood Corporation and by authority of said partnership and Joseph A. Bond Jr., duly acknowledged to me that said corporation, partnership and he as general partner executed the same.

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Rinda Christensen  
Notary Public  
Residing at Salt Lake City, Utah  
My Commission Expires: 4-25-87

MICROFILMED

387 441

225 acre-feet of water and water rights from the irrigation portion of the water and water rights represented by Awards #411 and #416 of the Weber River Decree, entered by the Second Judicial District Court in and for Weber County, State of Utah, in the case of Plain City Irrigation Company v. Hooper Irrigation Company, Civil No. 7497, which water and water rights have priority dates of 1860 and 1861 respectively, and which water and water rights are presently appurtenant to land located in Summit County, State of Utah, and more particularly described as follows:

**Parcel A:**

Beginning at a point on the Easterly right-of-way line of State Highway U-224, said point being South 89°42'32" East along the section line 1303.54 feet, and due South 100.00 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence South 89°42'32" East 912.025 feet; thence due South 618.137 feet; thence North 89°55'51" West 1068.648 feet to said Easterly line; thence North 15°38' East along said Easterly line, 437.85 feet to a point of a 1244.875 foot radius curve to the left (center bears North 74°22' West 1244.875 feet of which the central angle is 9°22'41"); thence Northeasterly along the arc of said curve, 203.76 feet to the point of beginning. Contains 14.00 acres.

**Parcel B:**

Beginning at a point which is South 89°42'32" East along the section line 3205.223 feet, and due South 100.00 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence due South 614.304 feet; thence North 89°55'51" West 989.646 feet; thence due North 618.137 feet; thence South 89°42'32" East 989.658 feet to the point of beginning. Contains 14.00 acres.

**Parcel C:**

Beginning at a point which is South 89°42'32" East along the section line 3205.223 feet, and due South 100.00 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East; Salt Lake Base & Meridian; and running thence South 89°42'32" East 752.597 feet; thence due South 762.443 feet; thence due West 980.070 feet; thence due North 152.223 feet; thence South 89°55'51" East 227.484 feet; thence due North 614.304 feet to the point of beginning. Contains 14.00 acres.

**Parcel D:**

Beginning at a point on the Easterly line of Silver Springs 1B Subdivision, said point being due South 1575.781 feet; and due East 3342.196 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence North 3°05' West along said Easterly line 191.262 feet to an East-West fence line; thence North 89°08'24" West along said fence line 354.23 feet; thence leaving said fence line and going due North 496.927 feet; thence due East 980.070 feet; thence due South 93.229 feet; thence due West 815.571 feet to the point of beginning. Contains 14.00 acres.

**Parcel E:**

Beginning at a point on the Easterly line of Silver Springs 1B Subdivision, said point being due South 1575.781 feet; and due East 3342.196 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence due East 586.14 feet; thence due South 1094.189 feet to an East-West fence line; thence South 89°40'40" West along said fence line 427.973 feet; thence continuing along said fence North 89°53' West 99.11 feet to the Easterly line of Silver Springs 1B Subdivision; thence North 3°05' West along said Easterly line 1097.983 feet to the point of beginning. Contain 14.00 acres.

**Parcel F:**

Beginning at the Southeast corner of Ranch Place Release Parcel E said point being due South 2669.97 feet and due East 3928.33 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base & Meridian and running thence due North 249.465 feet thence North 89°40'40" East 349.227 feet thence due South 249.465 feet to end existing East-West fence line thence South 89°40'40" West along said fence line 349.227 feet to the point of beginning. Contain 2.00 acres.

**Parcel G:**

Beginning at a point which is South 1349.39 feet and East 973.03 feet from the Northwest corner of Section 30, Township 2 South, Range 4 East, Salt Lake Base & Meridian; said point also being on the Easterly right-of-way line of State Highway U-224 and running thence North 15°38'00" East along said right-of-way line 645.15 feet; thence South 89°55'51" East 881.84 feet; thence South 636.06 feet to a point on a fence line; thence North 89°08'24" West along said fence line 1055.81 feet to the point of beginning. Contains 13.998 acres.

**Parcel H:**

Beginning at a point which is South 1365.23 feet and East 2028.73 feet from the Northwest corner of Section 30, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence North 636.06 feet; thence South 89°55'51" East 948.98 feet; thence South 649.16 feet to a point on a fence line; thence North 89°08'24" West along said fence line 949.08 feet to the point of beginning. Contains 14.00 acres.

800: 387 PAGE 442

100-493635-6-1115 Pg 40678

MICROFILMED



John Erickson  
185 S. State Suite 1300  
SLC, UT 84111

QUIT CLAIM DEED

RECEIVED  
JAN 5 1987

WALTER

GAGON, BAKER & COTTER, a Utah general partnership of Salt Lake City, County of Salt Lake, Utah ("Grantor"), hereby quit claims to SW Mortgage, Inc., a California Corporation of 334 Via Vera Cruz, San Diego, California ("Grantee"), for the sum of Ten Dollars (\$10) and other good and valuable consideration the following water rights in Summit County, State of Utah;

See Exhibit "A"

The person who signs this Deed hereby certifies that this Deed and the transfer represented thereby was duly authorized by the partnership.

IN WITNESS WHEREOF, the Grantor has caused its name to be hereunto affixed by one of its general partners this 5<sup>th</sup> day of June, 1986.

Entry No.	252354
REQUEST OF	<u>John Erickson</u>
FEE	ALAN PRIGGS, SUMMIT CO. RECORDER
\$	<u>9.50</u> By <u>Notaried L. Jensen</u>
RECORDED	<u>6-5-86</u> at <u>9:41</u> M

GAGON, BAKER & COTTER, a Utah General Partnership

By H. Thomas Cotter  
H. Thomas Cotter, General Partner

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 5<sup>th</sup> day of June, 1986, personally appeared before me H. Thomas Cotter, who being by me duly sworn did say that he is a general partner of Gagon, Baker & Cotter, a Utah general partnership, and that the within and foregoing instrument was signed on behalf of Gagon, Baker & Cotter by authority of said partnership and H. Thomas Cotter, duly acknowledged to me that said partnership and he as general partner executed the same.

Robert Jenkins  
Notary Public  
Residing at Salt Lake City

My Commission Expires:  
8-7-88

BOOK 387 PAGE 443

00498635 8201115 Pg00679

MICROFILMED

225 acre-feet of water and water rights from the irrigation portion of the water and water rights represented by Awards #411 and #416 of the Weber River Decree, entered by the Second Judicial District Court in and for Weber County, State of Utah, in the case of Plain City Irrigation Company v. Hooper Irrigation Company, Civil No. 7497, which water and water rights have priority dates of 1860 and 1861 respectively, and which water and water rights are presently appurtenant to land located in Summit County, State of Utah, and more particularly described as follows:

**Parcel A:**

Beginning at a point on the Easterly right-of-way line of State Highway U-224, said point being South 89°42'32" East along the section line 1303.34 feet, and due South 100.00 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence South 89°42'32" East 912.025 feet; thence due South 618.137 feet; thence North 89°55'51" West 1068.648 feet to said Easterly line; thence North 15°38' East along said Easterly line, 437.85 feet to a point of a 1244.875 foot radius curve to the left (center bears North 74°22' West 1244.875 feet of which the central angle is 9°22'41"); thence Northeasterly along the arc of said curve, 203.76 feet to the point of beginning. Contains 14.00 acres.

**Parcel B:**

Beginning at a point which is South 89°42'32" East along the section line 3205.223 feet, and due South 100.00 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence due South 614.304 feet; thence North 89°55'51" West 989.646 feet; thence due North 618.137 feet; thence South 89°42'32" East 989.638 feet to the point of beginning. Contains 14.00 acres.

**Parcel C:**

Beginning at a point which is South 89°42'32" East along the section line 3205.223 feet, and due South 100.00 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence South 89°42'32" East 752.597 feet; thence due South 762.443 feet; thence due West 980.070 feet; thence due North 152.223 feet; thence South 89°55'51" East 227.484 feet; thence due North 614.304 feet to the point of beginning. Contains 14.00 acres.

**Parcel D:**

Beginning at a point on the Easterly line of Silver Springs 1B Subdivision, said point being due South 1575.781 feet; and due East 3342.196 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence North 3°05' West along said Easterly line 191.262 feet to an East-West fence line; thence North 89°08'24" West along said fence line 354.25 feet; thence leaving said fence line and going due North 496.927 feet; thence due East 980.070 feet; thence due South 193.229 feet; thence due West 615.571 feet to the point of beginning. Contains 14.00 acres.

**Parcel E:**

Beginning at a point on the Easterly line of Silver Springs 1B Subdivision, said point being due South 1575.781 feet; and due East 3342.196 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence due East 386.14 feet thence due South 1094.189 feet to an East-West fence line; thence South 89°40'40" West along said fence line 427.973 feet; thence continuing along said fence North 89°53' West 99.31 feet to the Easterly line of Silver Springs 1B Subdivision; thence North 3°05' West along said Easterly line 1097.983 feet to the point of beginning. Contains 14.00 acres.

**Parcel F:**

Beginning at the Southeast corner of Ranch Place Release Parcel E said point being due South 2669.97 feet and due East 3928.33 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence due North 249.465 feet thence North 89°40'40" East 349.227 feet thence due South 249.465 feet to an existing East-West fence line thence South 89°40'40" West along said fence line 349.227 feet to the point of beginning. Contains 2.00 acres.

**Parcel G:**

Beginning at a point which is South 1349.39 feet and East 973.03 feet from the Northwest corner of Section 30, Township 2 South, Range 4 East, Salt Lake Base & Meridian; said point also being on the Easterly right-of-way line of State Highway U-224 and running thence North 15°38'00" East along said right-of-way line 645.13 feet; thence South 89°55'51" East 881.84 feet; thence South 636.06 feet to a point on a fence line; thence North 89°08'24" West along said fence line 1055.81 feet to the point of beginning. Contains 13.998 acres.

**Parcel H:**

Beginning at a point which is South 1365.23 feet and East 2028.73 feet from the Northwest corner of Section 30, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence North 636.06 feet; thence South 89°55'51" East 948.98 feet; thence South 649.16 feet to a point on a fence line; thence North 89°08'24" West along said fence line 949.08 feet to the point of beginning. Contains 14.00 acres.

BOOK 387 PAGE 144

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MICROFILMED

333281  
PARK CITY TITLE  
SO NOV 27 PM 4:42  
ALAN H. HIGGS  
SUMMIT COUNTY RECORDER

QUIT-CLAIM DEED  
(Corporate Form) REC'D BY D. J. 10

SECURITY PACIFIC NATIONAL BANK, a National Banking Association, successor in interest by merger to Southwest Bank, a California corporation, organized and existing under the laws of the United States, with its principal office at Los Angeles, County of Los Angeles, State of California, Grantor, hereby QUIT-CLAIMS to SECTRAS CORPORATION, a Delaware corporation, whose address is 333 South Hope Street, 11th Floor, Los Angeles, California 90071, Grantee, for the sum of \$10.00 (Ten and no/100 Dollars and other good and valuable consideration) the following described water right in Summit County, State of Utah:

See attached Exhibit "A"

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 16th day of November, 1990.

SECURITY PACIFIC NATIONAL BANK  
A National Banking Association,  
successor in interest by merger to  
Southwest Bank, a California  
corporation

By: Frank Daniel

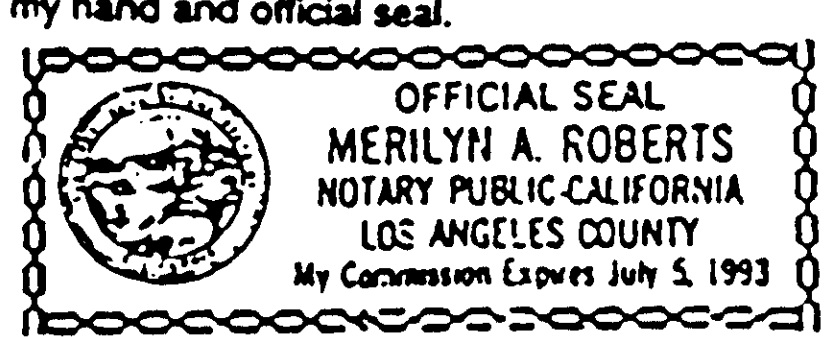
Attest:

STATE OF CALIFORNIA  
COUNTY OF Los Angeles } SS.

00498635 R401115 P600681

On November 16, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank Daniel personally known to me or proved to me on the basis of satisfactory evidence to be a Vice President, and L. Anita de Cano known to me or proved to me on the basis of satisfactory evidence to be a Vice President of the SECURITY PACIFIC NATIONAL BANK, the association that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the association therein named, and acknowledged to me that such association executed the same, and acknowledged to me that such association executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



(Seal)

300: 588 PAGE 148  
Marilyn A. Roberts  
(Notary Public's Signature)

Exhibit "A"

Description of Frostwood Water Right

225 acre feet of water rights described as a portion of Rights No. 411 and 416 of the Weber River Decree, entered by the Second Judicial District Court in and for Weber County, State of Utah, in the case of Plain City Irrigation Co. v. Hooper Irrigation Co., Civil No. 7497, which water and water rights have priority dates of 1860 and 1861, respectively;

which water rights have been modified by Change Application No. 35-9039 (a 14043) approved by the State Engineer's Memorandum Decision dated June 2, 1989, allowing the use of the water on lands located in the E½NE¼ of Section 36, Township 1 South, Range 3 East, SLB&M and in the W½NW¼ of Section 31, Township 1 South, Range 4 East, SLB&M from the spring and/or wells at the following locations:

- 1) Spring - South 1009 feet and West 524 feet from the NE Corner of Section 36, T1S, R3E, SLB&M.
- 2) Existing Well - North 210 feet and West 1050 feet from the SE Corner of Section 25, T1S, R3E, SLB&M.
- 3) Proposed Well - North 3150 feet and East 1600 feet from the SW Corner of Section 31, T1S, R4E, SLB&M.
- 4) Proposed Well - North 2620 feet and East 720 feet from the SW corner of Section 31, T1S, R4E, SLB&M.

588 PAGE 149

00498635 BK01115 Pg00682

BEFORE THE STATE ENGINEER OF THE STATE OF UTAH

IN THE MATTER OF CHANGE APPLICATION )

NUMBER 35-9039 (a14043) )

MEMORANDUM DECISION

Change Application Number 35-9039 (a14043), filed by S.W. Mortgage, Inc., seeks the right to change the point of diversion, place and nature of use of 225.0 acre-feet of water as evidenced by ownership of portions of Awards 411 and 416 of the Weber River Decree.

Heretofore, the water has been diverted from Spring, Willow and Red Pine Creeks in Sections 19, 30, 31 and 36 of T1S, R4E, SLB&M. The water has been used for the domestic needs of one family, stockwatering of 170 equivalent livestock units and irrigation of 75.0 acres of land in the S1/2S1/2 of Section 19, N1/2SW1/4 of Section 30 and the NW1/4NW1/4 of Section 31. All in T1S, R4E, SLB&M.

It is proposed to divert the 225.0 acre-feet of water from a spring and/or wells at the following locations:

- 1) Spring - South 1009 feet and West 524 feet from the NE Corner of Section 36, T1S, R3E, SLB&M.
- 2) Existing Well - North 210 feet and West 1050 feet from the SE Corner of Section 25, T1S, R3E, SLB&M.
- 3) Proposed Well - North 3150 feet and East 1600 feet from the SW Corner of Section 31, T1S, R4E, SLB&M.
- 4) Proposed Well - North 2620 feet and East 720 feet from the SW corner of Section 31, T1S, R4E, SLB&M.

The two proposed wells will be 12-inch diameter, 500 to 1000 feet deep.

It is proposed to use the water as a supplemental supply with other water rights held by the applicant to provide domestic water for a 700 room hotel, 4750 multi-family units, a sporting events center with a seating capacity of 12,000 persons, business and commercial usage, stockwatering of 100 year-round and 1400 temporary resident horses and for irrigation of 25 acres of land. It is stated that these uses will only consume 112.5 acre-feet of water annually under this application. All uses will be located in the E1/2NE1/4 of Section 36, T1S, R3E, SLB&M and the W1/2NW1/4 of Section 31, T1S, R4E, SLB&M.

The application was advertised in the Summit County Bee from February 13, 1987, until February 27, 1987. Protests were received from Spring Creek Associates, U.S.A. Bureau of Reclamation, Ranch Place Associates and the Weber River Water Rights Committee.

The written protest of Spring Creek Associates states that the proposed uses would directly affect the water supply to the Spring Creek at Kimball Junction Subdivision.

MICROFILMED

MEMORANDUM DECISION  
CHANGE APPLICATION NUMBER  
35-9039 (a14043)  
PAGE -2-

The Bureau of Reclamation stated in its written protest that the conversion from an irrigation right to year-round usage would adversely affect its storage rights in East Canyon Reservoir.

Ranch Place Associates stated that it also owns a portion of Awards 411 and 416 of the Weber River Decree and the proposed diversion of water would interfere with its wells.

In the written protest of the Weber River Water Rights Committee, it is stated that the proposed uses would require more water than the applicant owns in the application and that changing from irrigation to a year-round right would constitute an enlargement.

A hearing was held April 28, 1987, at the Summit County Courthouse.

At the hearing, the applicant, represented by Keith Higginson, stated that the proposed wells would only be in the alluvium and would not penetrate the underlying rock aquifers to lessen any potential impact on other rights in the area.

It is the opinion of the State Engineer that the applicant should have the right to change the water rights as allowed by law and in this case the change would have to be limited to the 225.0 acre-feet diversion as allowed by the underlying right.

In evaluating the proposed uses, it is noted that for this right the following limitations will be imposed:

Irrigation	25 acres @ 3.0 ac-ft/acre	=	75.0 ac-ft
Stockwatering	100 elus @ 0.028 ac-ft/elu	=	2.8 ac-ft
	Subtotal		77.8 ac-ft

The balance of the 225.0 acre-feet, or 147.2 acre-feet, could be used for domestic needs which would yield 327 families based on the year-round domestic requirements of 0.45 acre-feet per family.

It is, therefore, ORDERED that Change Application Number 35-9039 (a14043) is hereby APPROVED subject to prior rights and the following conditions:

- 1) That the prior rights in the springs must be satisfied prior to any water being taken from the spring unless the spring is producing water above and beyond what is called for by those rights.
- 2) The uses allowed under the application will be limited to 25 acres of irrigation, 100 equivalent livestock units and domestic use of 327 families.
- 3) All new wells shall only penetrate the alluvium and shall not extend into the bedrock.

RECORDS SECTION  
COPY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

MICROFILMED

MEMORANDUM DECISION  
CHANGE APPLICATION NUMBER  
35-9039 (a14043)  
PAGE -3-

- 4) A pump test of the well shall be conducted by a licensed engineer of the applicant's choice and at the applicant's expense prior to placing the wells in production. The test will not be conducted until a proposed plan for the tests is submitted to and approved by the State Engineer
- 5) Following the pump tests, the State Engineer will evaluate the results and may restrict withdrawal and/or place any other restrictions on the operation of the wells he deems necessary.
- 6) Change Application Number 35-9014 (a13131) shall be WITHDRAWN.

RECEIVED MEMO  
LEGIBILITY OF PRINTING TERMS OF  
PRODUCTION CONTRACTS IN THIS  
DOCUMENT WHEN RECEIVED

This Decision is subject to the provisions of Rule R625-6-17 of the Division of Water Rights and to Sections 63-46b-13 and 73-3-14 of the Utah Code Annotated, 1953, which provide for filing either a Request for Reconsideration with the State Engineer, or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this Decision. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this Decision, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Dated this 2nd day of June, 1989

*Robert L. Morgan*  
Robert L. Morgan, P.E., State Engineer

RLM:JER:rc

Mailed a copy of the foregoing Memorandum Decision this 2nd day of June, 1989  
to:

S.W. Mortgage, Inc.  
c/o Steven Hall  
334 Via Vera Cruz  
San Marcos, CA 92069

Ranch Place Associates  
1899 Longview Drive  
Salt Lake City, UT 84124

MICROFILMED

RECORDER'S MEMO  
LEGIBILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

MEMORANDUM DECISION  
CHANGE APPLICATION NUMBER  
35-9039 (a14043)  
PAGE -4-

Spring Creek Service Company  
170 South Main, Suite 660  
First Interstate Plaza  
Salt Lake City, UT 84101

USA Bureau of Reclamation  
c/o P. Kirt Carpenter  
P.O. Box 1338  
Provo, UT 84603

Weber River Water Rights Committee  
2910 Washington Blvd., #303  
Ogden, UT 84401

E. Blaine Johnson  
River Commissioner  
1615 East Shadow Dr.  
Ogden, UT 8440

00498635 BX01115 P600686

BY:

*Robin Campbell*

Robin Campbell, Secretary

MICROFILMED



RECEIVED

AUG 25 1992

WATER RIGHTS

QUIT-CLAIM DEED

S.W. MORTGAGE, INC., grantor, hereby QUIT CLAIMS to SUMMIT RANCH JOINT VENTURE, a California general partnership, 3286 Fitzgerald Road, Rancho Cordova, California 95742, Grantee, for the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the following water rights located in Summit County, State of Utah, and described on the attached Exhibit "A".

IN WITNESS WHEREOF, the Grantor has caused its name to be hereunto affixed by its duly authorized signatory this 16 day of July, 1992.

S.W. MORTGAGE, INC.

*[Signature]*  
BY ANGELO C. PRIETO  
Its VICE PRESIDENT

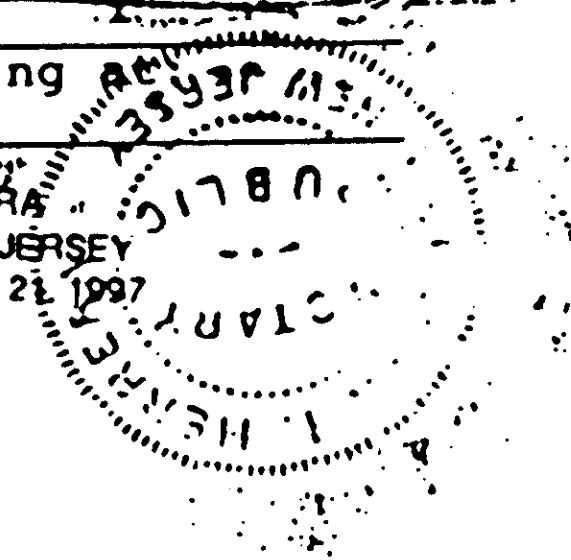
STATE OF ~~FLORIDA~~ <sup>NEW JERSEY</sup> )  
COUNTY OF BERGEN ) ss.

On the 16 day of July, 1992, personally appeared before me ANGELO C. PRIETO, who being by me duly sworn did say that he is the VICE PRESIDENT of S.W. MORTGAGE, INC. and that the within and foregoing instrument was signed in behalf of said corporation and acknowledged to me that said corporation executed the same.

My Commission Expires:

*[Signature]*  
NOTARY PUBLIC - Residing NEW JERSEY

GERMAN I. HERRERA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb. 21, 1997



362579  
*[Signature]*  
92 JUN 20 PM 4:02  
Dg 950

BOOK 673 PAGE 552 - 553

00498635 Bx01115 Pg00687

DEED OF WATER RIGHT

RANCH PLACE ASSOCIATES, a Utah limited partnership, of Salt Lake County, State of Utah, as Grantor, hereby quit claims to WHITE PINE RANCHES, a Utah partnership of Salt Lake County, State of Utah, as Grantee, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 50 acre-feet of irrigation water and water rights represented by Awards No. 411 and 416 of the Weber River Decree as decreed in the case of Plain City Irrigation v. Hooper Irrigation Company, et al., Civil No. 7487, by the District Court in and for Weber County, State of Utah, (1937), appurtenant to Grantor's land located in Summit County, State of Utah, and more particularly described as follows:

Parcel 1:

Beginning at a point which is South 1349.39 feet and East 973.03 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian; said point also being on the Easterly right-of-way line of State Highway U-224 and running thence North 15°38'00" East along said right-of-way line 645.15 feet; thence South 89°55'51" East 881.84 feet; thence South 636.06 feet to a point on a fence line; thence North 89°08'24" West along said fence line 1055.81 feet to the point of beginning. Contains 13.998 acres.

Parcel 2:

Beginning at a point which is South 1365.23 feet and East 2028.73 feet from the Northwest Corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 636.06 feet; thence South 89°55'51" East 948.98 feet; thence South 649.16 feet to a point on a fence line; thence North 89°08'24" West along said fence line 949.08 feet to the point of beginning. Contains 14.000 acres.

00498635 8201115 Pg00688

MICROFILMED

Grantor hereby warrants that the conveyance shall be free and clear of all liens and encumbrances, but Grantor does not warrant the title to the water and water rights represented by the above referenced awards.

Grantor hereby expressly reserves unto itself any domestic and stockwatering rights under Awards #411 and 416 which may be appurtenant to the above described land. This deed conveys only 50 acre-feet out of the irrigation portion of these two awards owned by Grantor.

IN WITNESS WHEREOF, the Grantor has duly executed the same this 24<sup>th</sup> day of March, 1981.

RANCH PLACE ASSOCIATES,  
a Utah Limited Partnership,

By Spencer Land Investment Corp.  
Leon H. Saunders, Pres.  
Its General Partner

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

On this 24<sup>th</sup> day of March, 1981,  
personally appeared before me Leon H. Saunders, who being  
by me duly sworn did say that he is the General Partner of RANCH  
PLACE ASSOCIATES, and that the within and foregoing instrument was  
signed in behalf of said partnership, and the said Leon H.  
Saunders duly acknowledged to me that said partnership  
executed the same.

Raymond W. Cozitt  
Notary Public  
Residing At: Silt Lake City Ut.

My Commission Expires:  
9-19-83

00498635 BK01115 Pg00689

MICROFILMED

DEED OF WATER RIGHT

WHITE PINE RANCHES, a Utah limited partnership, of Salt Lake County, State of Utah, as Grantor, hereby quit claims to JOHN C. SHARP, of Salt Lake County, State of Utah, as Grantee, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 50 acre-feet of irrigation water and water rights represented by Awards No. 411 and 416 of the Weber River Decree as decreed in the case of Plain City Irrigation v. Hooper Irrigation Company, et al., Civil No. 7487, by the District Court in and for Weber County, State of Utah, (1937), appurtenant to Grantor's land located in Summit County, State of Utah, and more particularly described as follows:

Parcel 1:

Beginning at a point which is South 1349.39 feet and East 973.03 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian; said point also being on the Easterly right-of-way line of State Highway U-224 and running thence North 15°38'00" East along said right-of-way line 645.15 feet; thence South 89°55'51" East 881.84 feet; thence South 636.06 feet to a point on a fence line; thence North 89°08'24" West along said fence line 1055.81 feet to the point of beginning. Contains 13.998 acres.

Parcel 2:

Beginning at a point which is South 1365.23 feet and East 2028.73 feet from the Northwest Corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 636.06 feet; thence South 89°55'51" East 948.98 feet; thence South 649.16 feet to a point on a fence line; thence North 89°08'24" West along said fence line 949.08 feet to the point of beginning. Contains 14.000 acres.

00498635 B-61115 P-00690

MICROFILMED

Grantor hereby warrants that the conveyance shall be free and clear of all liens and encumbrances, but Grantor does not warrant the title to the water and water rights represented by the above referenced awards.

Grantor hereby expressly reserves unto itself any domestic and stockwatering rights under Awards #411 and 416 which may be appurtenant to the above described land. This deed conveys only 50 acre-feet out of the irrigation portion of these two awards owned by Grantor.

IN WITNESS WHEREOF, the Grantor has duly executed the same this 24<sup>th</sup> day of March, 1981.

WHITE PINE RANCHES,  
a Utah Partnership,

By Scott Saunders  
Its General Partner

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

On this 24<sup>th</sup> day of March, 1981,  
personally appeared before me Leon H. Saunders, who being  
by me duly sworn did say that he is the General Partner of WHITE  
PINE RANCHES, and that the within and foregoing instrument was  
signed in behalf of said partnership, and the said Leon H.  
Saunders duly acknowledged to me that said partnership  
executed the same.

Frederic W. Bennett  
Notary Public  
Residing At: Salt Lake City, Ut.

My Commission Expires:  
-9-19-83

00498635' BK01115 P600691

MICROFILMED

When Recorded Return to:  
Willis B. Boyd  
2151 Three Kings Court  
Park City, Utah 84060

**QUIT CLAIM DEED TO WATER RIGHTS** 00466470 BK01005 Pg00266-0027  
11-14 00  
ALAN SFRIGGS, SUMMIT COUNTY RECORDER  
1996 NOV 06 15:54 PM FEE \$15.00 BY C  
REQUEST: HIGH COUNTRY TITLE

JOHN C. SHARP and GERALDINE Y. SHARP, husband and wife, Grantors, of 3000 south Connor Street, #11, Salt Lake City, County of Salt Lake, State of Utah, hereby ASSIGN, CONVEY and QUIT CLAIM to Willis B. Boyd and Patricia Boyd, husband and wife, as joint tenants with full rights of survivorship, Grantees, of 2151 Three Kings Court, Park City, Utah 84060, for the sum of Ten Dollars and other good and valuable consideration, all of the right, title and interest to each and every water right described or referenced below, whether or not certificated, held by Grantors, which water rights are more particularly described as follows:

1. Exchange Application E-1189; Water Right No. 35-6641.
2. Water Right No. 35-917; Application No. 28615.
3. Water Right No. 35-930; Application No. A28788.
4. Weber River Decree Award 473.
5. A portion of Awards 411 and 416 in the Weber River Decree under Water Right No. 35-9041 as modified by Change Application No. a12194.

00473835 BK01115 Pg00692

Together with all necessary appurtenances and easements belonging thereto.

This QUIT CLAIM DEED is being delivered in connection with the sale to Grantees of certain real property located in Summit County, Utah, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

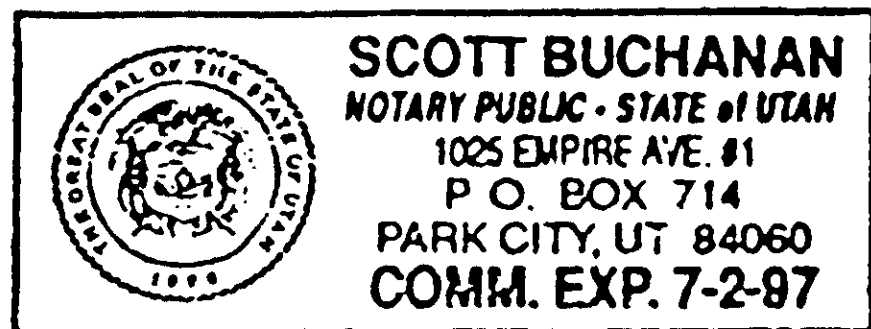
Witness the hand of said Grantors this 6 day of November, 1996.

  
John C. Sharp

  
Geraldine Y. Sharp

STATE OF UTAH            )  
                                  : ss.  
COUNTY of SUMMIT    )

On the 6<sup>TH</sup> day of NOVEMBER, 1996, personally appeared before me John C. Sharp and Geraldine Y. Sharp, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Scott Buchanan  
NOTARY PUBLIC  
Residing at: Park City, UTAH

My Commission Expires: 7/2/97

00498635 BK01115 Pg00693

00466470 BK01005 Pg00269

EXHIBIT "A"

Beginning South 00°19'46" West 1336.14 feet from the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; said point of beginning being a found brass cap (U.S. General Land Office) and also being a common corner of Lots 1 and 8; thence South 00°33'05" West 1316.67 to the East quarter corner of Section 1, Township 2 South Range 3 East, said point being a found stone; thence South 89°47'41" West along an existing fence line 997.92 feet to the recorded triangular parcel owned by Jayne Ann Holman Trustee; thence North 39°25'38" West 267.63 feet to the East side of White Pine Canyon Road (said road being 49.5 feet wide); thence along said East side the following nine (9) courses; North 40°04'59" East 73.33 feet; North 33°33'57" East 112.90 feet; North 39°10'03" East 209.23 feet; North 50°28'27" East 100.80 feet; North 41°00'34" East 128.22 feet; North 44°20'32" East 117.44 feet; North 48°01'25" East 212.76 feet; North 47°39'36" East 335.47 feet; North 44°29'27" East 274.22 feet; thence North 89°43'36" East 95.72 feet to the point of beginning.

Excepting from the above described tract those portions contained within White Pine Canyon Road, as Dedicated by that certain Plat recorded October 25, 1996 as Entry No. 465728 of the official records in the office of the Summit County Recorder, as described as follows:

Beginning at the Northeast Corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian; thence South 00°19'46" West 1336.14 feet to the Northeast Corner of Government Lot 8 of said Section 1; thence South 89°43'36" West 80.98 feet to the TRUE POINT OF BEGINNING; and running thence South 44°29'27" West 284.91 feet; thence South 47°39'36" West 335.79 feet; thence South 48°01'25" West 212.45 feet; thence South 44°20'32" West 116.80 feet; thence South 41°00'34" West 128.78 feet; thence South 50°28'27" West 100.63 feet; thence South 39°10'03" West 207.68 feet; thence South 33°33'57" West 112.98 feet; thence South 40°04'59" West 71.03 feet to a point on the Easterly boundary of the Holman parcel as recorded as Entry No. 00421679, Book 858, Page 572; thence North 39°25'38" West 16.43 feet to a point on an existing fence which follows the Easterly side of a County road; thence South 50°34'16" West along the last named fence 325.50 feet; thence South 88°15'15" West 56.03 feet; thence North 49°13'19" East 360.07 feet; thence North 40°04'59" East 66.55 feet; thence North 33°33'57" East 112.50 feet; thence North 39°10'03" East 216.55 feet; thence North 50°28'27" East 101.60 feet; thence North 41°00'34" East 125.56 feet; thence North 44°20'32" East 120.47 feet; thence North 48°01'25" East 214.19 feet; thence North 47°39'36" East 333.94 feet; thence North 44°29'27" East 223.78 feet; thence North 89°43'36" East 84.45 feet to the TRUE POINT OF BEGINNING.

00466470 Bx01005 Pg00270

00498635 Bx01115 Pg00694



M E M O R A N D U M

Van Cott, Bagley, Cornwall & McCarthy

TO: Marge Tempest, Utah Division of Water Rights

FROM: Van Cott, Bagley, Cornwall & McCarthy  
Richard K. Sager  
Danielle M. Ferron

DATE: December 6, 1990

SUBJ: Frostwood Water Rights Title Transfer

---

INTRODUCTION

The Utah Sports Authority has acquired the rights to 100 acre feet of water from the water rights known as the Frostwood Water Rights, which consist of a portion of the 225 acre feet of the water rights described on Exhibit "A" attached hereto. We request that the Division of Water Rights record the Utah Sports Authority's title to 100 acre feet of the Frostwood Water Rights in its files.

The attached documents along with the following explanation of the title transfers will show how title to 100 acre feet of the Frostwood Water Rights has transferred to the Utah Sports Authority.

HISTORY OF FROSTWOOD WATER RIGHTS

The Frostwood Water Rights are evidenced by portions of Right Nos. 411 and 416 of the Weber River Decree. The original owner was Fletcher Farms. Through mesne conveyances of record, in 1981 Frostwood, Ltd. became the owner of 225 acre feet of water known as the Frostwood Water Rights which had been segregated from the original rights under Rights Nos. 411 and 416. Frostwood, Ltd. transferred title to the Frostwood Water Rights to Gagon, Baker & Cotter by a quitclaim deed dated November 11, 1985 and recorded in Summit County on June 5, 1986 as Entry No. 252353 in Book 387, Pages 441-442. See Exhibit "B."

00498635 ER01115 Pg00695

Gagon, Baker & Cotter transferred title to the Frostwood Water Rights to S.W. Mortgage, Inc. by a quitclaim deed dated June 5, 1986 and recorded on June 5, 1986 as Entry No. 252354 in Book 387, Pages 443-444. See Exhibit "C". At the time of the transfer of the Frostwood Water Rights to S.W. Mortgage,

Inc., the Frostwood Water Rights were described as being 225 acre feet of water appurtenant to certain lands in Section 30, Township 1 South, Range 4 East. See Exhibit "C." S.W. Mortgage, Inc. did not have title to the lands that the Frostwood Water Rights were described as being appurtenant to, and the Frostwood Water Rights were not used on those lands. The Frostwood Water Rights were used on lands in the S $\frac{1}{4}$ S $\frac{1}{4}$  of Section 19, the N $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 30, and the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 31, all in Township 1 South, Range 4 East, SLB&M.

Subsequently, S.W. Mortgage, Inc. filed Change Application No. 35-9039(a14043) on January 29, 1987. The State Engineer approved Change Application No. 35-9039(a14043) by Memorandum Decision dated June 2, 1989. Change Application No. 35-9039(a14043) changed the place of use of the Frostwood Water Rights from the above-described lands in Section 19, Section 30, and Section 31, to lands owned by Southwest Bank in the E $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36, Township 1 South, Range 3 East, and in the W $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 31, Township 1 South, Range 4 East. See Exhibit "D." Note that S.W. Mortgage, Inc. is a wholly-owned subsidiary of Southwest Bank, see Exhibit "E," and that Change Application No. 35-9039(a14043) changed the place of use of the Frostwood Water Rights to lands owned by S.W. Mortgage's parent corporation, Southwest Bank. See Exhibit "F."

Southwest Bank then merged with Security Pacific National Bank. See Exhibit "G." Security Pacific National Bank, as successor in interest by merger with Southwest Bank, subsequently conveyed to Sectras Corporation all of the lands to which the Frostwood Water Rights had become appurtenant in the E $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36, Township 1 South, Range 3 East, and in the W $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 31, Township 1 South, Range 4 East. The transfer to Sectras Corporation was made by a quitclaim deed dated May 9, 1990 and recorded on May 14, 1990, in Book 563, Pages 648-653. See Exhibit "H." Security Pacific National Bank later executed an additional quitclaim deed dated November 16, 1990 and recorded on November 27, 1990 as Entry No. 333281 in Book 588, Pages 148-149, conveying title to the Frostwood Water Rights to Sectras Corporation specifically describing the Frostwood Water Rights apparently to ensure that title transferred. See Exhibit "I."

00498635 Bk01115 Pg00696

Sectras Corporation then conveyed to Summit Ranch Joint Venture all the lands it had acquired from Security Pacific National Bank including the lands to which the Frostwood Water Rights had become appurtenant. The transfer was accomplished by a warranty deed dated November 13, 1990 and recorded on November 27, 1990 as Entry No. 333279 in Book 588, Pages 131-141, see Exhibit "J," and by a quitclaim deed dated November 16, 1990 and recorded on November 27, 1990, as Entry No. 333280 in Book 588, Pages 143-146, see Exhibit "K." Sectras Corporation also

executed an additional quitclaim deed dated November 16, 1990 conveying the Frostwood Water Rights to Summit Ranch Joint Venture, which quitclaim deed was recorded on November 27, 1990 as Entry No. 333282 in Book 588, Pages 151-152. See Exhibit "L."

Summit Ranch Joint Venture then transferred 100 acre feet of the Frostwood Water Rights to Summit County Municipal Building Authority by a special warranty deed dated November 19, 1990 and recorded on November 27, 1990, as Entry No. 333284 in Book 588, Pages 158-180. See Exhibit "M."

Summit County Municipal Building Authority in turn transferred to the Utah Sports Authority the 100 acre feet of the Frostwood Water Rights by a special warranty deed dated November 21, 1990 and recorded on November 27, 1990, as Entry No. 333285 in Book 588, Pages 181-189. See Exhibit "N."

SUMMARY OF CHAIN OF TITLE  
TO FROSTWOOD WATER RIGHTS

The following sequence of transfers summarizes the above-described chain of title to the Frostwood Water Rights.

Frostwood, Ltd. conveyed the Frostwood Water Rights by quitclaim deed to Gagon, Baker & Cotter.

Gagon, Baker & Cotter conveyed the Frostwood Water Rights by quitclaim deed to S.W. Mortgage, Inc.

S.W. Mortgage, Inc., a wholly-owned subsidiary of Southwest Bank, filed a change application changing the place of use of the Frostwood Water Rights to lands owned by Southwest Bank in the E $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36, Township 1 South, Range 3 East, and in the W $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 31, Township 1 South, Range 4 East.

Security Pacific National Bank, as successor in interest by merger with Southwest Bank, conveyed the Frostwood Water Rights to Sectras Corporation as appurtenant to lands in the E $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36, Township 1 South, Range 3 East, and in the W $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 31, Township 1 South, Range 4 East. Security Pacific National Bank executed an additional quitclaim deed conveying the Frostwood Water Rights to Sectras Corporation.

Sectras Corporation conveyed the Frostwood Water Rights to Summit Ranch Joint Venture as appurtenant to the aforesaid lands in the E $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36 and in the W $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 31. Sectras Corporation executed an additional quitclaim deed conveying the Frostwood Water Rights to Summit Ranch Joint Venture.

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Summit Ranch Joint Venture conveyed 100 acre feet of the Frostwood Water Rights to Summit County Municipal Building Authority.

Summit County Municipal Building Authority then conveyed the 100 acre feet of the Frostwood Water Rights it acquired to the Utah Sports Authority.

CONCLUSION

The title to 100 acre feet of the Frostwood Water Rights is currently vested in the Utah Sports Authority by reason of the conveyances in the foregoing chain of title. Should further documentation be required to enable you to record title to 100 acre feet of the Frostwood Water Rights in the Utah Sports Authority, please let us know.

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WATER PURCHASE AGREEMENT

THIS WATER RIGHTS PURCHASE AGREEMENT is made and entered into this 23rd day of September, 1981, in Salt Lake City, State of Utah, by and between RANCH PLACE ASSOCIATES, a Utah limited partnership, hereinafter referred to as "Seller", and JOSEPH A. BOND, JR., Trustee, hereinafter referred to as "Buyer", and STEVEN E. CLYDE, hereinafter referred to as Escrow".

W I T N E S S E T H:

WHEREAS, Seller is the owner of a portion of the water and water rights represented by Awards #411 and 416 of the Weber River Decree which Seller is interested in selling to Buyer; and,

WHEREAS, Buyer desires to purchase 225 acre-feet out of Seller's interest in the above referenced awards in accordance with the terms and conditions of this agreement.

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

1. Property to be Sold. Seller hereby agrees to sell all of its right, title and interest in and to 225 acre-feet of irrigation water out of Seller's proportionate ownership interest in Awards #411 and 416 of the Weber River Decree, entered by the Second Judicial District Court in and for Weber County, State of Utah, in the case of Plain City Irrigation Company v. Hooper Irrigation Company, Civil No. 7487, which water rights have dates of priority of 1860 and 1861 respectively. These decreed rights include the right to use the water for domestic and stockwatering use in addition to the irrigation usage. It is mutually understood and agreed that the 225 acre-feet being conveyed to Buyer hereunder includes only the irrigation portion of these two decreed water rights. Seller shall expressly reserve unto itself all of the domestic and stockwatering rights owned by Seller under these two awards.

2. Purchase Price. The purchase price for the above described 225 acre-feet shall be \$4,000 per acre-foot for a total

purchase price of \$900,000.00. This sum shall be paid in accordance with the following terms:

(a) The sum of \$20,000.00, the receipt and sufficiency of which is hereby acknowledged, has been paid to Seller as earnest money and shall be applied towards payment of the purchase price in the event Purchaser fully performs its obligations hereunder.

(b) The sum of \$30,000.00, to be paid in cash or by certified or cashier's check only, shall be paid to Seller upon the execution of this agreement.

(c) The remaining principal balance of \$850,000.00 to be paid in cash or by certified or cashier's check only shall be paid to Seller on or before October 23, 1981.

3. Nature of Seller's Title. Seller hereby represents, but does not warrant, that it owns water rights entitling Seller to utilize 225 acre-feet of water represented by Seller's proportionate interest in Awards #411 and 416 of the Weber River Decree, and that Seller has title and the authority to sell the same. Seller cannot, however, guarantee that 225 acre-feet of water will be available at all times for Buyer's use because Seller cannot control natural precipitation, nor can Seller guard against the assertion by those having prior vested rights in the river system their priority dates and taking the full flow of the stream during times of drought or other natural or manmade shortage conditions thereby requiring Buyer's curtailment of use. Consequently, Seller cannot warrant title to 225 acre-feet of water and water rights.

Buyer shall nevertheless acquire an equal date of priority with that of Seller in Awards #411 and 416 of the Weber River Decree. Buyer shall be required to share in all shortages in the water sources under these rights on an equal priority basis with Seller. Buyer shall acquire no preferential rights to call for its 225 acre-feet of water from any particular water source to the exclusion of Seller by virtue of this conveyance, but shall instead be entitled to its proportionate share of all

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sources as decreed to Seller's predecessors in interest under the Decree.

4. Conveyance of Title and Closing. Seller shall execute a quit claim deed conveying all of Seller's right, title and interest in and to the 225 acre-feet of water and water rights to be sold hereunder upon the execution of this agreement. The quit claim deed shall be delivered upon execution to attorney Steven E. Clyde to hold in escrow until the closing date, October 23, 1981.

(a) Upon payment of the outstanding principal balance required by paragraph 2(c) hereof, escrow shall deliver the quit claim deed to Buyer. Buyer shall insert its name or the name of its designee as the grantee therein upon delivery of the deed. Buyer shall have the obligation to record the same, and shall pay all recording fees incurred therein.

(b) In the event Buyer fails to pay the remaining principal balance reserved in paragraph 2(c) hereof on the day upon which it is due, escrow shall within five (5) days of the receipt of written notice from Seller of that event, return the executed quit claim deed to Seller. All notices of default of either party hereunder shall be given to escrow at 200 American Savings Plaza, 77 West Second South, Salt Lake City, Utah 84101, and unless written notice shall be so given, escrow shall not be required to take or be bound by notice of any default or to take any action concerning such default.

(c) If written notice of default is properly given, and the escrow is required upon receipt thereof to take any action with respect to such default, and such action involves any expense or liability, escrow shall not be required to take any such action unless he is indemnified against such expense or liability in a manner satisfactory to escrow by the party requesting such action. Escrow is authorized to act upon any document believed by him to be genuine and to be signed by the proper party or parties, and shall incur no liability to either party in doing so.

(d) In the event of any disagreement or the presentation of adverse claims or demands in connection with or for any item affected hereby, escrow shall at his option, be

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entitled to refuse to comply with any such claims or demands during the continuation of any such disagreement, and may refrain from delivering any item affected hereby and in doing so, escrow shall not become liable to the undersigned or to any person due to his failure to comply with any such adverse claim or demand. Escrow shall be entitled to continue without liability to refrain and refuse to act until:

(i) All the rights of the adverse claimants have been finally adjudicated by a court having jurisdiction of the parties and the items affected thereby, after which time escrow shall be entitled to act in conformity with such adjudication; or,

(ii) All differences have been adjusted by agreement and compromise between the parties and escrow shall have been notified thereof in writing and shall have been directed in writing signed jointly or in counterpart by the parties hereto, and all persons making adverse claims or demands, at which time escrow shall be protected in acting in compliance therewith.

(e) The parties agree to pay escrow at closing the amount of \$100.00, which the parties agree to share equally, to cover the costs and expenses incurred in the escrowing of this deed, and the performance of escrow's duties hereunder. In the event escrow is required to expend any extraordinary amount of time in the performance of his duties, escrow shall be entitled to bill the parties at escrow's normal fee schedule for such services reasonably rendered, and Buyer and Seller hereby agree to each bear fifty percent (50%) of these attorney or escrow fees.

(f) Buyer shall be responsible for all recording charges in connection with the recording of the quit claim deed to be delivered hereunder. Any taxes, charges and river commissioner assessments shall be pro-rated between Buyer and Seller as of the date of closing as provided for herein. 1498635 B&O1115 P&O0702

5. Change Application. It is mutually acknowledged that Buyer intends to file a permanent change application to change the place of use and the point of diversion of the 225 acre-feet being acquired hereunder to lands located in Snyderville, Utah, which



are generally South and upstream from Seller's property to which these water rights have been appurtenant. It is further acknowledged that Buyer intends to change the nature of use from irrigation to domestic, and shall attempt to convert this to a year-round domestic water right for the purpose of supporting a recreational and residential development upon Buyer's property. Buyer shall bear the full responsibility and risks for the filing of this change application, and shall bear all costs and attorney's fees incurred in pursuing this change of use through the State Engineer's office. Seller shall not protest the filing of this change application, and agrees to cooperate in all respects in assisting Buyer in obtaining State Engineer approval of the change application, provided that Seller incurs no cost in doing so and Buyer shall indemnify Seller for any costs and expenses reasonably incurred by Seller in Seller's participation in this endeavor.

6. Default. Time is hereby agreed to be of the essence. In the event Buyer fails to pay the \$30,000.00 required by paragraph 2(b) hereof, the agreement shall immediately terminate and the \$20,000.00 earnest money paid in accordance with paragraph 2(a) hereof, shall be forfeited by Buyer and shall be accepted by Seller as liquidated and agreed upon damages. Seller shall have no further right of recovery against Buyer, except for the recovery of costs and a reasonable attorney's fee, and Buyer have no right to specifically enforce this agreement. Escrow shall, upon receipt of notice, immediately return the deed to Seller.

Buyer's failure to pay the \$850,000.00 required by paragraph 2(c) hereof, when the same shall become due, or within five (5) days thereafter, shall constitute a major default of this agreement, and shall result in the immediate termination of the same. The \$50,000.00 paid to Seller (the \$20,000.00 required by paragraph 2(a), and the \$30,000.00 required by paragraph 2(b) hereof) shall be forfeited by Buyer and shall be accepted by Seller as liquidated and agreed upon damages. Seller shall have no further right of recovery against Buyer, except for the recovery of costs and a reasonable attorney's fee, and Buyer shall

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have no right to specifically enforce this agreement. The contract shall terminate, and be of no further force and effect by and between these parties. Escrow shall upon receipt of proper notice return the deed to Seller.

7. Participation in Summit Water Distribution Company. The parties acknowledge that Seller has in conjunction with others, created a non-profit mutual water company operating under the name of Summit Water Distribution Company, for the purpose of providing domestic water service to the various developments owned by the various participants in Summit Water Distribution Company. The Company is presently in force. Its Uniform Rules and Regulations provide a method through which Buyer can become a part of Summit Water Distribution Company upon compliance with certain conditions precedent which are set forth in the Uniform Rules and Regulations of the Company, a copy of the current Rules and Regulations and recent Amendments thereto are attached hereto and incorporated herein by reference as Exhibit "A". Buyer acknowledges the receipt of these Rules and Regulations, and further acknowledges that these Rules and Regulations are subject to periodic change by the Board of Directors of Summit Water Distribution Company.

The parties mutually acknowledge that the Rules and Regulations of Summit Water Distribution Company require an applicant for service to obtain and perfect its own year-round domestic water supply as a condition to that applicant's entry and participation in Summit Water Distribution Company. The decreed rights being acquired by Buyer hereunder, are seasonal irrigation rights. The nature of use can be changed from irrigation to domestic, but there is some question as to whether the State Engineer of the State of Utah will authorize a change in the season of use as well. In the event the State Engineer will not approve a year-round transfer of the seasonal rights for domestic use by Buyer, Seller hereby represents and agrees to use its best efforts to obtain the consent of the Board of Directors of Summit Water Distribution Company to allow Buyer to pool its decreed rights with the year-round or winter water rights owned or controlled by Summit Water Distribution Company in order to create

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a year-round domestic water right for development purposes. Seller further represents that Summit Water Distribution Company has done this in the past, notwithstanding its uniform Rules and Regulations, in order to accommodate other shareholders and participants in Summit. Seller is of the opinion that Summit Water Distribution Company will do so again to accommodate Buyer in the creation of a year-round water right.

Seller represents to Buyer that Buyer can become a part of Summit Water Distribution Company upon compliance with the conditions precedent set forth in the Rules. The acquisition of the water and water rights under this agreement, and the acquisition of well capacity in the Hi-Ute Well by Buyer will enable Buyer to comply with the two primary condition precedents under the Rules and Regulations of Summit as they are presently constituted. The remaining condition precedent is the construction of the necessary water distribution facility and the extension of the necessary main distribution lines of Summit to bring water service to Buyer's property. The construction of a distribution system will need to be done in accordance with the Rules and Regulations of Summit, and pursuant to a separate line extension agreement between Buyer and Summit Water Distribution Company as set forth in more detail in the Uniform Rules and Regulations of the Company. Upon compliance with these conditions precedent, Buyer shall be entitled to participate in Summit Water Distribution Company upon the same terms and conditions and on an equal footing with all other shareholders of Summit Water Distribution Company.

8. Right of First Refusal. Seller hereby grants Buyer the right of first refusal to purchase from Seller an additional 200 acre-feet of water and water rights from Seller's proportionate interest in Awards #411 and 416 of the Weber River Decree upon the same terms and conditions as any bonafide offer to purchase these water rights or any bonafide offer for Seller to participate in a joint venture using its vested water rights as its capital contribution to the venture. This right shall remain in force for a period of one (1) year from the date hereof. Thereafter, Seller

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shall be entitled to sell this water or to participate in a joint venture without first being obligated to offer these vested and decreed water rights to Buyer.

If Seller receives a bonafide offer to purchase its water rights, or to participate in a joint venture using its decreed water rights as its capital contribution it shall inform Buyer of this event in writing setting forth the terms and conditions of the offer. Buyer must either accept or reject these terms within thirty (30) days of the receipt of Seller's written notice. Acceptance shall be made in writing to Seller, postage prepaid, within the thirty (30) day period and the acceptance of the offered terms must be complete and unequivocal. If acceptance is not unequivocal, or if Buyer remains silent, beyond the thirty (30) day period, Buyer's right to accept and to purchase shall terminate and Seller shall be free to sell these water rights to any bonafide purchaser without further obligation to present any additional offers to Buyer.

9. Notice. All required notices shall be given to the parties in writing, and shall be mailed postage prepaid, to the parties at the following addresses, which may be changed from time to time:

Seller:

Ranch Place Associates  
c/o Hy Saunders  
1899 Longview Drive  
Salt Lake City, Utah 84117

Buyer:

Joseph A. Bond, Jr.  
3180 South Highland Drive  
Salt Lake City, Utah 84106

Copy To:

Joseph A. Bond  
3D/International Tower  
1900 West Loop South, Suite 1170  
Houston, Texas 77027

Copies to Escrow: 00498635 B001115 Pg00706

Steven E. Clyde, Esquire  
Clyde, Pratt, Gibbs & Cahoon  
200 American Savings Plaza  
77 West Second South  
Salt Lake City, Utah 84101

10. Costs and Attorney Fees. In the event either party defaults in the performance of the covenants and conditions herein contained, the defaulting party hereby agrees to pay all costs including a reasonable attorney's fee incurred by the party enforcing the terms and provisions of this agreement, whether enforcement is through litigation or otherwise.

11. Preparation of This Agreement. The parties have jointly authorized attorney Steven E. Clyde to prepare this purchase agreement, and each party agrees to pay fifty percent (50%) of the attorney fees and any costs incurred in the preparation of this agreement and in the closing thereof. This sum shall be in addition to the \$100.00 escrow fee required by paragraph 4(f) hereof.

12. Binding Effect. This agreement shall be binding upon the parties hereto and upon their heirs, successors, administrators and assigns. The foregoing constitutes the full and complete agreement by and between these parties, and shall supersede all prior written or oral discussions or representations between them.

13. Warranty of Authority. The individuals executing this agreement hereby warrant that they have the full authority of the entities which they purport to represent to execute this agreement on behalf of that entity, and warrant further, that the entity is in fact bound hereby.

14. Choice of Law. The parties mutually agree that this contract shall be construed and enforced in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first set forth above.

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Seller:

RANCH PLACE ASSOCIATES,  
a Utah limited partnership,  
By: SAUNDERS LAND INVESTMENT  
CORPORATION, a Utah  
corporation, General Partner

By

  
Its President

Buyer:

*Joseph A. Bondi*

Escrow:

*Steven E. Clyde*

Steven E. Clyde

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RESOLUTION AMENDING THE UNIFORM RULES AND  
REGULATIONS FOR THE DISTRIBUTION OF WATER  
THROUGH THE SUMMIT WATER DISTRIBUTION COMPANY, INC.

WHEREAS, the Summit Water Distribution Company has adopted a uniform set of rules and regulations governing the manner in which the company shall be administered and the manner in which water service shall be rendered to its shareholders; and

WHEREAS, it has become necessary to include water pressure zones within the water distribution system and to provide for differing rates of assessment based on the relative operation and maintenance costs involved in delivering water to the various pressure zones; and

WHEREAS, FURTHER, in order to insure adequate revenue to the Company for the annual payments for Weber Basin contracts transferred to the company in exchange for shares of Summit Stock, it has become necessary to provide for the levy of a special assessment against said shares;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that the Uniform Rules and Regulations For The Distribution of Water Through Summit Water Distribution Company Inc. be amended as follows:

1. Section 4.3 shall be amended to read as follows:

4.3. Applicant shall construct at its sole expense the water delivery system, including all lift stations, storage, treatment and other appurtenant facilities required to serve applicant's proposed development, which system shall be constructed in accordance with plans and specifications approved by the Utah State Board of Health, and which conform to the plans and specifications of Summit. Lift stations and storage facilities shall be placed at an elevation which will be compatible with the lift stations, storage facilities and pressure zones already existing or which may now or later be proposed as part of the Summit Water Distribution system. 00498635 Ex01115 Pg00709

2. Section 5.3 shall be amended to read as follows:

5.3. All Class B shares in Summit shall be subject to annual assessments as determined by the Board of Directors for the operation and maintenance of Summit's water distribution system in accordance with the Articles of Incorporation.

Exhibit "A"

Description of Frostwood Water Right

225 acre feet of water rights described as a portion of Rights No. 411 and 416 of the Weber River Decree, entered by the Second Judicial District Court in and for Weber County, State of Utah, in the case of Plain City Irrigation Co. v. Hooper Irrigation Co., Civil No. 7497, which water and water rights have priority dates of 1860 and 1861, respectively;

which water rights have been modified by Change Application No. 35-9039 (a 14043) approved by the State Engineer's Memorandum Decision dated June 2, 1989, allowing the use of the water on lands located in the E $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36, Township 1 South, Range 3 East, SLB&M and in the W $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 31, Township 1 South, Range 4 East, SLB&M from the spring and/or wells at the following locations:

- 1) Spring - South 1009 feet and West 524 feet from the NE Corner of Section 36, T1S, R3E, SLB&M.
- 2) Existing Well - North 210 feet and West 1050 feet from the SE Corner of Section 25, T1S, R3E, SLB&M.
- 3) Proposed Well - North 3150 feet and East 1600 feet from the SW Corner of Section 31, T1S, R4E, SLB&M.
- 4) Proposed Well - North 2620 feet and East 720 feet from the SW corner of Section 31, T1S, R4E, SLB&M.

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WATER RIGHTS  
SALT LAKE

48001

RED NOTE AB

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PARK CITY TITLE  
90 NOV 27 PM 4:43

ALAN SPRIGGS  
SUMMIT COUNTY RECORDER

QUIT-CLAIM DEED  
(Corporate Form)

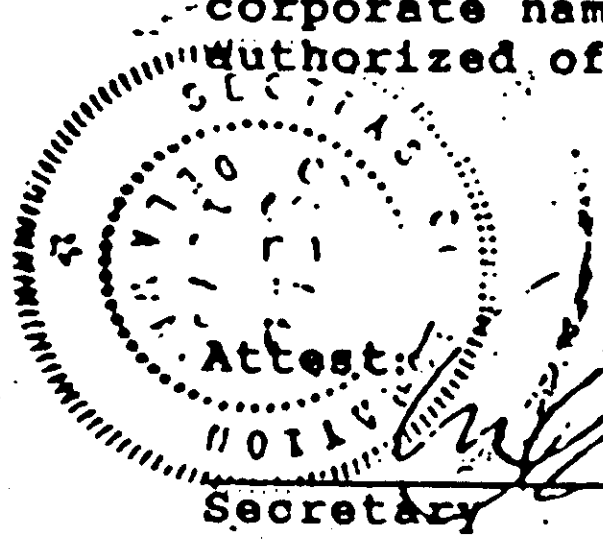
REC'D BY Dg 10

SECTRAS CORPORATION, a Delaware corporation, Grantor, hereby QUIT-CLAIMS to SUMMIT RANCH JOINT VENTURE, a California corporation, Grantee, whose address is c/o C. C. Myers, Inc., 3286 Fitzgerald Road, Rancho Cordova, California 95742, for the sum of \$10.00 (Ten and no/100 Dollars and other good and valuable consideration) the following described water right in Summit County, State of Utah:

See attached Exhibit "A"

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting held and attended by a quorum.

IN WITNESS WHEREOF, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 16th day of November, 1990.



*[Handwritten Signature]*  
Secretary

SECTRAS CORPORATION, a Delaware corporation

By: L. Stella DeBarros  
Vice President

BOOK 588 PAGE 150 -152

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STATE OF CALIFORNIA

COUNTY OF Los Angeles 013

On November 16, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared L. Stella de la Cruz personally known to me or proved to me on the basis of satisfactory evidence to be the Voce President, and Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(Seal)



Marilyn A. Roberts  
(Notary Public's Signature)  
BDD 388 PAGE 151

023077 9-82 25 PS Corporation Notarial Acknowledgment

Exhibit "A"

Description of Frostwood Water Right

225 acre feet of water rights described as a portion of Rights No. 411 and 416 of the Weber River Decree, entered by the Second Judicial District Court in and for Weber County, State of Utah, in the case of Plain City Irrigation Co. v. Hooper Irrigation Co., Civil No. 7497, which water and water rights have priority dates of 1860 and 1861, respectively;

which water rights have been modified by Change Application No. 35-9039 (a 14043) approved by the State Engineer's Memorandum Decision dated June 2, 1989, allowing the use of the water on lands located in the E $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36, Township 1 South, Range 3 East, SLB&M and in the W $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 31, Township 1 South, Range 4 East, SLB&M from the spring and/or wells at the following locations:

- 1) Spring - South 1009 feet and West 524 feet from the NE Corner of Section 36, T1S, R3E, SLB&M.
- 2) Existing Well - North 210 feet and West 1050 feet from the SE Corner of Section 25, T1S, R3E, SLB&M.
- 3) Proposed Well - North 3150 feet and East 1600 feet from the SW Corner of Section 31, T1S, R4E, SLB&M.
- 4) Proposed Well - North 2620 feet and East 720 feet from the SW corner of Section 31, T1S, R4E, SLB&M.

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(2)

Entry No. 5447

WARRANTY DEED

DAVID S. SNYDER and MAUDE SNYDER, his wife, grantors, of Snyderville, County of Summit, State of Utah, hereby CONVEY and WARRANT to FERRY E. BURHAM, grantee, of Salt Lake City, Utah, for the sum of Five Hundred (\$500.00) Dollars and other valuable consideration, the following described tracts of land in Summit County, Utah:

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 western boundary line of said railroad right of way 2670.5 feet, more or less, 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 31.54 acres of land, more or less.

Together with all water and water rights appurtenant thereto and being specifically described as forty ninety-fourths (40/94) of all water and water rights belonging to the grantors, as designated in that certain decree on file, or hereafter to be filed, in Weber County, Utah, determining all of the rights on the Weber River System, and together with the right to use any and all ditches now or heretofore owned or used by the grantors for the purpose of conveying said water from the points of diversion to the place of use.

Also, 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 27 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, 80 rods, more or less, to the north boundary of said Section 31; thence East 2 rods to the place of beginning; containing one (1) acre, more or less.

Saving and excepting out of the grant of the last above described tract hereby granted all water and water rights appurtenant thereto and used thereon by the grantors.

W I T N E S S the hands of said grantors this 13th day of November, 1936.

Signed in the presence of:

Vernon Snyder

David J. Snyder  
Maude Snyder

\$5.50 cancelled Documentary stamps.

STATE OF UTAH )  
COUNTY OF Salt Lake, (

On the 13 day of November, 1936, personally appeared before me DAVID S. SNYDER and MAUDE SNYDER, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

(Seal) My commission expires April 15, 1939

Vernon Snyder,  
NOTARY PUBLIC,  
Residence Salt Lake City, Utah.

Recorded at the Request of Pawley, June 24th, A.D. 1936, at 11:00'clock A.M.  
Viola Zumbrennen, County Recorder.

RECORDERS MEMO  
LIABILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

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49.0  
W. Ave  
Rush  
Section 30  
4/4/36

3

Entry No. 78013.

SPECIAL WARRANTY DEED

Maud L. Snyder, Grantor of Park City, Utah, hereby conveys and warrants to James Murnin, Grantee, of Park City, Utah, for the sum of Six Hundred Dollars (\$600.00) the following described tracts of land in Summit County, State of Utah:

Commencing at a point on the line between the northwest quarter (1) and the North East quarter (1) of the Northwest quarter (1) of Section Thirty-one (31), Township one (1) South, Range Four (4) East, Salt Lake Meridian, eight hundred and eighty (880) feet south from the North line of said Section and running thence North 22° 15' West Three Hundred and Fourteen (314) feet, more or less to a post; thence South two hundred and thirty Nine (239) feet; thence East three Hundred and Fourteen (314) feet, more or less, to mid line between said Northeast quarter (1) and Northwest quarter (1) of said Northwest quarter (1) of said Section; thence North on said line to the place of beginning.

Also: Commencing at the Northeast corner of the tract of land conveyed by Levi Snyder to Wm. Archibald, on the 9th day of July 1902 the same being at a point in the center of the County road one hundred and sixty-five (165) feet East, more or less, and one hundred and ninety nine (199) feet North more or less, from the center of the Northwest quarter (1) of Section Thirty-one (31) Township one (1) South, Range Four (4) East, Salt Lake Meridian; and running thence westerly six Hundred and Seventy Four (674) feet; thence South two Hundred and One (201) feet to the line between the North half (1) and the South half (1) of the Northwest quarter (1) of said Section; thence East on said line Six Hundred and Ninety Nine (699) feet; thence North One Hundred and Ninety Nine (199) feet to the place of beginning.

RECEIVED MEMO  
REGISTRY OF WRITING, TYPING OR  
PRINTING UNLESS FACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

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Together with the following water rights:

All water in and to the surplus, overflow, seepage or waste waters which seep or run off, or may hereafter seep or run off of the Southwest quarter of the Northwest quarter, and that portion of the southeast quarter of the northwest quarter of Section 31 lying west of the Victory Highway (designated U.S. 40), Township 1 South, Range 4 East, Salt Lake Meridian.

and also:

Commencing on the line between the Northwest quarter and the northeast quarter of the northwest quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Meridian 880 feet south from the North line of said section, and running from said point South along said line 440 feet to a line between the North half and South half of the northwest quarter of said Section; thence East along said latter line 165 feet more or less to the middle of the County road-Victory Highway, designated U.S. 40--; thence North along the middle of said highway 440 feet more or less, thence North 84°15' West 166 feet more or less to the point of beginning.

The three tracts last above described are otherwise bounded and described as follows, to-wit:

Commencing at a point 80 rods East and 53-1/3 rods South from the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Meridian, the same being on the line between the northwest quarter and the northeast quarter of the northwest quarter of said Section 31 and running thence North 84°15' West 314 feet; thence South 239 feet; thence West to a point 577.5 feet west of said line between the northwest quarter and the northeast quarter of said Section 31; thence South 234 feet; more or less to the line between the North half and the South half of the North west quarter of said Section 31; thence East along said line 742.5 feet more or less to the middle of the County road-Victory Highway, designated U.S. 40--; thence North along the middle of said highway 440 feet more or less; thence North 84°15' West 166 feet, more or less to the point of beginning.

Grantors warrants the title to the above described property only against all acts of herself, her successors and assigns.

IN WITNESS WHEREOF said Grantor has hereunto set her hand and affixed her signature this 15th day of September, A.D. 1947.

Maud L. Snyder.

STATE OF UTAH, )  
) ss.  
COUNTY OF SUMMIT, )

On this 16th day of September, A.D. 1947 personally appeared before me Maud L. Snyder, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Vernon Snyder, Notary Public,  
Residing at: Salt Lake City, Utah.

(SEAL)  
My commission Expires: April 15, 1951.  
\$1.10 Revenue Stamps.

Recorded at the request of James Murnin October 18, A.D. 1948 at 4 o'clock P.M.

Mae R. Tree, County Recorder.

Entry No. 78004.

\$1.75 Revenue Stamps.

WARRANTY DEED

RECORDER'S MEMO  
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PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WILL BE RECEIVED.

00498635 B&O1115 Pe89717

Entry No. 82095.

WARRANTY DEED

FERRY E BURNHAM and BERTHA H. BURNHAM, his wife, grantors, of Salt Lake City, County of Salt Lake, State of Utah, hereby CONVEY and WARRANT to ROBERT O. BURNHAM, grantee, of Salt Lake City, Utah, for the sum of One (\$1.00) Dollar and other good and valuable consideration, the following described tracts of land in Summit County, Utah:

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 western boundary line of said railroad right of way 2670.5 feet, more or less, 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 51.54 acres of land, more or less; together with all water and water rights and appurtenant thereto and which are more particularly set forth in that certain warranty deed from David S. Snyder and Maude Snyder, his wife, grantors, and Perry E. Burnham, grantee, dated Nov. 13th, 1936 and recorded on Dec. 24th, 1936 in Book Q of Warranties, Deeds at p. 376 in the Recorder's Office Summit County, Utah, as entry no. 887.

Also, 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 West 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 30 rods, more or less, to the 60th rod; thence West 2 rods; thence northerly, parallel with said railroad right of way and 2 rods distant therefrom, 60 rods more or less, to the north boundary of said Section 31; thence East 2 rods to the place of beginning; containing one (1) acre, more or less.

WITNESS the hands of said grantors this 7th day of April, A.D. 1952.

Signed in the presence of:  
L. B. Horran

Perry E. Burnham  
Bertha H. Burnham

STATE OF UTAH  
COUNTY OF SALT LAKE } ss.

On the 7th day of April, 1952, personally appeared before me FERRY E. BURNHAM and BERTHA H. BURNHAM, his wife, the signers of the within instrument, of which this page is the second, who duly acknowledged to me that they executed the same.

(s) Residing in Salt Lake City, Utah. My commission expires Apr. 4, 1956.  
Recorded at the request of Robert O. Burnham, Aug. 11, A.D. 1952, 12 P.M.  
Lore H. Brown, County Recorder

RECORDER'S MEMO  
CERTAINLY OF THE NO. TYPING OF  
PRINTED UNLAWFUL IN THIS  
INSTRUMENT RECEIVED

1952 APR 11 12 P.M.



Entry No. 2441

(5)

SPECIAL WARRANTY DEED

MAUD L. SNYDER, a widow, Grantor, of Park City, Summit County, state of Utah, hereby conveys and warrants unto JAMES MURNIN, Grantee, of Park City, Summit County, state of Utah, for the sum of Eight Thousand Dollars (\$8,000.00) and other good and valuable considerations the following described tracts of land in Summit County, state of Utah:

Commencing at the Northwest corner of the Northwest quarter of the Northeast quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Meridian; and thence South 80 rods; thence East 56 rods to a point 2 rods West of the West boundary line of the right of way of the Denver & Rio Grande Western Railroad Company; thence Northerly parallel to said railroad right of way and 2 rods distant therefrom 80 rods more or less to the North boundary line of said Section 31; thence West along said boundary line to the point of beginning.

and:

Commencing at the Southeast corner of the Northeast quarter of the Northwest quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Meridian; thence North 53-1/3 rods; thence West 70 rods more or less to the center of the Victory Highway (designated U.S. 40, formerly County Road); thence South along the center of said highway 53-1/3 rods to the line between the North half and the South half of the Northwest quarter of said Section 31; thence East along said line 70 rods more or less to the point of beginning;

Together with Grantor's water rights in Spring Creek (subject to the exceptions hereinafter stipulated), Willow Creek and Red Pine Creek, ditches, improvements and appurtenances thereunto belonging, including an undivided one-half (1/2) interest in the pipe line in Spring Creek as it is now located, subject to the provision that the Grantee, his successors and assigns, will at no time drain more than one-half of the water flowing through said pipe line thereby leaving ample pressure at all times for use of the Grantor, her successors and assigns; excepting and excluding from the tract last above described the house and lot now occupied by the Grantor on the east side of Victory Highway (designated U.S. 40, formerly County Road), as at present fenced by the outer fences thereof, consisting of one acre more or less; together with the appurtenances, including an undivided one-half (1/2) interest in the pipe line in Spring Creek as it is now located and water rights in said Spring Creek sufficient for the irrigation of said lot and for domestic purposes.

It is understood that said latter tract, together with the improvements and appurtenances thereunto belonging, is reserved by the Grantor and withheld from this conveyance and that a survey is to be made of said tract for more accurate description.

Also further excepting from the above described tracts a two rod right of way along the south side thereof heretofore deeded to Summit County on July 1, 1911.

Also subject to that portion of said highway along the west side of the second tract above described.

Subject to all taxes assessed against said premises after the year 1946.

The Grantor warrants title to the above described property only against all acts of herself, her successors and assigns.

WITNESS the hand of said Grantor this 16th day of February, A.D., 1950.

Maud L. Snyder

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On this 16th day of February, A.D. 1950, personally appeared before me MAUD L. SNYDER, a widow, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

SEAL

Vernon Snyder  
Notary Public  
Residing at Salt Lake City, Utah

My Commission Expires: April 15, 1951

RECORDED AT THE REQUEST OF James Murnin Sept 22 1950 10 2:10 P.M.

Lorea H. Brown, County Recorder

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Recorded at \_\_\_\_\_

\_\_\_\_\_

Entry No. 62605

WARRANTY DEED

THIS INDENTURE, Made this 12th day of December, 1952 in the year of our Lord one thousand nine hundred and Fifty-Two, between ROBERT O. BURNHAM, Unmarried, of Burley, County of Cassia, State of Idaho the party of the first part, and George L. Felton and Ellen Fletcher Felton, his wife, of Salt Lake City, County of \_\_\_\_\_, State of Utah the parties of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten DOLLARS, lawful money of the United States of America, to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in \_\_\_\_\_, County of Summit, State of Utah, to-wit:

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 westerly along said westerly boundary line of said railroad right of way 2670.5 feet, more or less, 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 51.54 acres of land, 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, 80 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.

EXCEPTING that portion located in the Northeast quarter of said Section 31, all coal and other minerals together with the right to prospect for, mine and remove the same as reserved by the Union Pacific Railway Company in that certain deed dated October 26, 1897, recorded April 25, 1898 in Book 1 of U.S. Patent record, page 3, records of Summit County, Utah.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part \_\_\_\_\_ of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises together with the appurtenances, unto the part \_\_\_\_\_ of the second part, and to \_\_\_\_\_ heirs, assigns and assigns forever and the said part \_\_\_\_\_ of the first part, and \_\_\_\_\_ heirs, the said \_\_\_\_\_ heirs and assigns, against the said part \_\_\_\_\_ of the second part, \_\_\_\_\_ heirs and assigns, against the said part \_\_\_\_\_ of the first part, and \_\_\_\_\_ heirs and assigns, all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEPEND.

IN WITNESS WHEREOF, The said part \_\_\_\_\_ of the first part, \_\_\_\_\_ hereunto set \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ the day and year first above written.

Signed, Sealed and Delivered in Presence of \_\_\_\_\_ Robert O. Burnham

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No. 86608

**SPECIAL WARRANT**

JOHN JOSEPH MURKIN and ELIZABETH MURKIN, his wife, KAREN MARGARET MURKIN and MURKIN, his wife, of Davis County, Utah; TERRANCE FRANK MURKIN and SARAH S. MURKIN, his wife, of Salt Lake County, State of Utah; WILLIAM EDWARD MURKIN and DOROTHY P. MURKIN, his wife, of Summit County, Utah; and BERNARD PATRICK MURKIN and HELEN LEE MURKIN, his wife, of Multnomah County, Oregon, Grantors hereby convey and warrant unto JAMES FRANCIS MURKIN, Grantee of Park City, Summit County, State of Utah, for the sum of One Dollar and love and affection, the following described tracts of land in Summit County, State of Utah, to-wit:

Commencing at the Northwest corner of the Northwest quarter of the Northeast Quarter of Section 31, Township 2 South, Range 4 East, Salt Lake Meridian; thence South 80 rods; thence East 56 rods to a point 2 rods West of the West boundary line of the right-of-way of the Denver & Rio Grande Western Railroad Company; thence Northerly parallel to said railroad right-of-way and 2 rods distant therefrom 80 rods more or less to the North boundary line of said Section 31; thence West along said boundary line to the point of beginning.

Also commencing at the Southeast corner of the Northwest quarter of the Northeast Quarter of Section 31, Township 2 South, Range 4 East, Salt Lake Meridian; thence North 53-1/3 rods; thence West 70 rods more or less to the center of the Victory Highway (designated U. S. 40, formerly County Road); thence South along the center of said highway 53-1/3 rods to the line between the North half and the South half of the Northwest quarter of said Section 31; thence East along said line 70 rods more or less to the point of beginning.

Also the water rights in Spring Creek (subject to the exception hereinafter made) and in Willow Creek and Pine Creek, ditches, improvements and appurtenances thereunto belonging, including an undivided one-half interest in the pipe line in Spring Creek as it is now located; subject to the provision that the Grantee, his heirs, assigns and assigns, will at no time drain more than one-half of the water flowing through said pipe line thereby leaving ample pressure at all times for use of Maud L. Snyder, her successors and assigns, excepting and excluding from the tract last above described the house and lot now occupied by Maud L. Snyder, her successors and assigns on the east side of Victory Highway (designated U. S. 40, formerly County Road), as at present fenced by the outer fence thereof, consisting of one acre more or less, together with the appurtenances, including an undivided one-half interest in the pipe line in Spring Creek as it is now located and water rights in said Spring Creek sufficient for the irrigation of said lot and for domestic purposes.

Also, further excepting from the above described tracts a two rod right of way along the south side thereof heretofore deeded to Summit County on July 11, 1911.

Also subject to that portion of said highway along the west side of the second tract above described.

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EA-302

Also, commencing at a point on the line between the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Meridian, 680 feet South from the North line of said Section and running thence North 64 deg. 15' West 314 feet, more or less, to a post; thence South 239 feet; thence East 314 feet, more or less, to said line between said Northeast Quarter and Northwest Quarter of said Section; thence North on said line to the place of beginning.

Also, commencing at the Northeast corner of the tract of land conveyed by Levi Snyder to Wm. Archibald, on the 9th day of July 1901, the same being at a point in the center of the County road 165 feet East, more or less, and 199 feet North more or less, from the center of the Northwest Quarter of Section 31 Township 1 South, Range 4 East, Salt Lake Meridian, and running thence Westerly 674 feet; thence South 201 feet to the line between the North half and the South half of the Northwest quarter of said Section; thence East on said line 674 feet; thence North 199 feet to the place of beginning.

Together with the following water rights: All water in and to the surplus, overflow, seepage or waste waters which seep or run off, or may hereafter seep or run off of the Southwest quarter of the Northwest quarter, and that portion of the Southeast quarter of the Northwest quarter of Section 31 lying West of the Victory Highway, (designated U. S. 40), Township 1 South, Range 4 East, Salt Lake Meridian.

Also, commencing on the line between the Northwest quarter and the Northeast quarter of the Northwest quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Meridian 680 feet South from the North line of said section, and running from said point South along said line 440 feet to a line between the North half and the South half of the Northwest quarter of said Section; thence East along said latter line 165 feet more or less to the middle of the County Road -- Victory Highway, designated U. S. 40--; thence North along the middle of said highway 440 feet more or less; thence North 64 deg. 15' West 166 feet more or less to the point of beginning.

The three tracts last above described are otherwise bounded and described as follows, to-wit:

Commencing at a point 60 rods East and 53-1/3 rods South from the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Meridian, the same being on the line between the Northwest quarter and the Northeast quarter of the Northwest quarter of said Section 31 and running thence North 64 deg. 15' West 314 feet; thence South 239 feet; thence West to a point 577.5 feet West of said line between the Northwest quarter and the Northeast quarter of said Northwest quarter of said Section 31; thence South 234 feet; more or less to the line between the North half and the South half of the Northwest quarter of said Section 31; thence East along said line 742.5 feet more or less to the middle of the County road -- Victory Highway, designated U. S. 40--; thence North along the middle of said highway 440 feet more or less; thence North 64 deg. 15' West 166 feet more or less to the point of beginning.

Also, those certain improvements, consisting of a five room dwelling and all other buildings, situate and being on the premises formerly occupied by Wilford W. Snyder, and Rose L. Snyder, his wife, on the West, and adjacent to the Victory Highway designated (U.S. 40), at the place where said highway runs through the Northeast quarter of the Northwest quarter of Section 31, Township 1 South, Range 4 East Salt Lake Meridian, in Summit County, State of Utah. Also Grantors undivided interest in the pipeline furnishing domestic water to said premises.

The Grantors warrant title to the above described property only against all acts of themselves, their successors and assigns.

WITNESS the hands of said Grantors this 22nd day of July, 1957.

- John Joseph Murnin
- John Joseph Murnin
- Elizabeth Murnin
- Elizabeth Murnin
- Ramon DeValera Murnin
- Ramon DeValera Murnin
- Beverly M. Murnin
- Beverly M. Murnin
- Terrance Phillip Murnin
- Terrance Phillip Murnin
- Marian S. Murnin
- Marian S. Murnin
- William Edward Murnin
- William Edward Murnin
- Dorothy F. Murnin
- Dorothy F. Murnin
- Bernard Patrick Murnin
- Bernard Patrick Murnin
- Bernard Patrick Murnin
- Helen Lee Murnin
- Helen Lee Murnin
- Helen Lee Murnin

STATE OF UTAH )  
COUNTY OF DAVIS )

On this 22 day of July, 1957, personally appeared before me John Joseph Murnin and Elizabeth Murnin, his wife and Ramon DeValera Murnin and Beverly M. Murnin, his wife, four of

RECORDER'S MEMO  
LEGIBILITY OF WRITING, TYPING OR  
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DOCUMENT

the signers of the foregoing instrument and duly acknowledged to me that they executed the same.

(SEAL) Freda B. Wood  
Notary Public  
Residing at North Salt Lake Ut.

My commission expires 7-19-59  
STATE OF UTAH  
COUNTY OF SALT LAKE

On this 22 day of July, 1957, personally appeared before me Terrance Phillip Murnin and Marian S. Murnin, his wife, two of the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

(SEAL) Margaret G. Dalton  
Notary Public  
Residing at Salt Lake City, Utah

My commission expires Jan. 30, 1960  
STATE OF UTAH  
COUNTY OF SUMMIT

On this 25 day of July, 1957, personally appeared before me William Edward Murnin and Dorothy F. Murnin, his wife, two of the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

(SEAL) John F. Fritch  
Notary Public  
Residing at Park City Utah

My commission expires  
Aug 15 1959  
STATE OF OREGON  
COUNTY OF MULTNOMAH

ON this 3rd day of Aug 1957, personally appeared before me Bernard Patrick Murnin and Helen Lee Murnin, his wife, two of the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

(SEAL) Vernon G. Lanson  
Notary Public  
State of Oregon  
Residing at Portland Oregon.

My commission expires  
Sept. 15, 1958

Recorded at the Request of Andrew R. Burley, January 20, A.D. 1958 at 11:00 A.M.

Wanda E. Spriggs, County Recorder  
Entry No. 86692 Revenue Stamp \$1.65

WARRANTY DEED

GENESTA IONE MARCHANT TOWNSEND, formerly Genesta Ione Marchant, of Culver City, California, and WILLARD RUSSELL MARCHANT and LOIS G. MARCHANT, his wife, grantors, of Peoa, County of Summit, State of Utah, hereby CONVEY and WARRANT to ROBERT L. CRANDALL and SEPHRONIA LAVERJ CRANDALL, his wife, as joint tenants, with full rights of survivorship, and not as tenants in common, grantees of Peoa, County of Summit, State of Utah for the sum of Ten and no/100 (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in Summit County, State of Utah, to-wit:

BEGINNING at a point that is 783 feet South from the Northwest corner of Section 24, Township 1 South, Range 5 E at, Salt Lake Base and Meridian, and running thence South along the Section line 200 feet; thence East 144 feet; thence North 67° 05' East 141 feet; thence North 8° 10' West 220.4 feet; thence North 68° 25' West 259 feet to the place of BEGINNING.

TOGETHER with the improvements thereon and the water and water rights appurtenant to said land or used in connection therewith.

WITNESS the hands of said grantors, this 7th day of October, A.D. 1957.

Signed in the presence of  
H. W. Clark Genesta Ione Marchant Townsend

Willard Russell Marchant  
Lois G. Marchant

STATE OF CALIFORNIA,  
COUNTY OF Los Angeles

On the 7th day of October, A.D. 1957, personally appeared before me GENESTA IONE MARCHANT TOWNSEND, formerly Genesta Ione Marchant, the signer of the within instrument who duly acknowledged to me that she executed the same.

(SEAL) Effie Pucinella  
Notary Public  
Residing at 3649 Main St. Culver City, California

My Commission Expires  
July 23, 1960  
STATE OF UTAH,  
County of Summit,

On the 8th day of November, A.D. 1957, personally appeared before me WILLARD RUSSELL MARCHANT and LOIS G. MARCHANT, his wife, the signers of the within instrument, who duly acknowledged

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REGULARITY OF WRITING, TYPING OR  
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DOCUMENT WHEN RECEIVED

00498635

20

RECORDED AT THE REQUEST OF HARLAN W. CLARK, JANUARY 20, A.D. 1958 AT 1:45 P.M.

Vanita Y. Spriggs, County Recorder

Entry No. 88403

RECORDED COPY  
REPRODUCED BY THE  
COUNTY CLERK'S OFFICE  
AT THE REQUEST OF THE  
COUNTY CLERK

80498635 201810024

Recorded at Request of \_\_\_\_\_  
 at \_\_\_\_\_ M. Fee Paid \$ \_\_\_\_\_  
 by \_\_\_\_\_ Dep. Book \_\_\_\_\_  
 Mail tax notice to \_\_\_\_\_

Entry No. 103273  
 RECORD Fee 62-6 Ref: 01  
 REQUEST of James Murnin  
 Address \_\_\_\_\_  
 \$ 2.00  
 INDEXED *2/1* *Wanda J. Spragg*  
 ABSTRACT

**QUIT-CLAIM DEED**

JAMES FRANCIS MURNIN and YVONNE MURNIN, his wife,  
 of Park City, County of Summit, State of Utah, hereby  
 QUIT-CLAIM to MAUD L. SNYDER

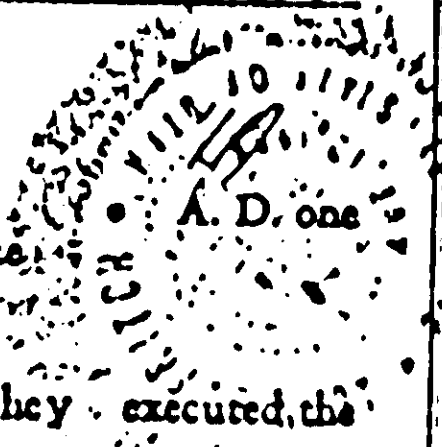
of Park City, County of Summit, State of Utah, grantee  
 for the sum of (\$1.00) - DOLLARS,  
 and other good and valuable consideration  
 the following described tract of land in Summit County,  
 State of Utah:

Beginning at a point on the center line of U.S. Highway 40, said  
 point being South 1,009.24 feet and East 1,415.8 feet from the North-  
 west corner of Section 31, Township 1 South, Range 4 East, Salt Lake  
 Base and Meridian; thence along an existing fence line East 150.0  
 feet to a fence; thence following said fence line South 00° 13' East  
 124.45 feet to a fence; thence following said fence line West 150.0  
 feet to the center line of U.S. Highway 40; thence following said  
 center line North 00° 13' West 124.45 feet to the point of beginning.  
 Containing 0.428 acre more or less.  
 Together with all improvements situated thereon and appurtenant thereto.  
 Also an undivided one-half interest in and to the pipeline in Spring  
 Creek as it is now located together with the right to the use of waters  
 of Spring Creek sufficient in quantity for the domestic requirements  
 on said tract of land and for the irrigation thereof, but not to exceed  
 one-half of the flow of the waters through said pipeline, and equal  
 in priority to the right to the use of the waters of Grantor conveyed  
 through said pipeline.

WITNESS the hand of said grantors, this \_\_\_\_\_ day of  
 September, A. D. one thousand nine hundred and sixty two.

Signed in the presence of  
*James Francis Murnin*  
*Yvonne M. Murnin*

STATE OF UTAH, }  
 County of Summit }  
 On the \_\_\_\_\_ day of September, A. D. one  
 thousand nine hundred and sixty two personally appeared before me  
 James Francis Murnin and Yvonne Murnin, his wife,  
 the signer of the foregoing instrument, who duly acknowledge to me that they executed the  
 same.  
 BOOK M 21 PAGE 345  
 My commission expires *Aug 14 1965* Address: *Provo, Utah* Notary Public



Entry No. 109267  
 RECORDED 6-2-69 at 4:00 P.M. Page 343-4  
 REQUEST of James F. Murnin  
 FEE \$ 3.50  
 INDEXED *LA*  
*Wanda J. Springer*

QUIT CLAIM DEED

MAUD L. SNYDER, a widow, Grantor, of Park City, County of Summit, State of Utah, hereby quit claims to JAMES F. MURNIN, Grantee, of Park City, County of Summit, State of Utah, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the following described tracts of land in Summit County, State of Utah, to-wit:

Commencing at the Northwest corner of the Northwest quarter of the Northeast quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Meridian; and thence South 80 rods; thence East 56 rods to a point 2 rods West of the West boundary line of the right-of-way of the Denver & Rio Grande Western Railroad Company; thence Northerly parallel to said railroad right-of-way and 2 rods distant therefrom 80 rods more or less to the North boundary line of said Section 31; thence West along said boundary line to the point of beginning.

And

Commencing at the Southeast corner of the Northeast quarter of the Northwest quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Meridian; thence North 53-1/3 rods; thence West 70 rods more or less to the center of the Victory Highway (designated U. S. 40, formerly County road); thence South along the center of said highway 53-1/3 rods to the line between the North half and the South half of the Northwest quarter of said Section 31; thence East along said line 70 rods more or less to the point of beginning; provided, however, there is excepted and excluded the following described lot and all improvements, including the house situated thereon, to-wit: Beginning at a point on the center line of U. S. Highway 40, said point being South 1,009.24 feet and East 1,415.8 feet from the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along an existing fence line East 150.0 feet to a fence; thence following said fence line South 00' 13" East 124.45 feet to a fence; thence following said fence line West 150.0 feet to the center line of U. S. Highway 40; thence following said center line North 00' 13" West 124.45 feet to the point of beginning. Containing 0.428 acre more or less.

Together with all improvements and appurtenances thereunto belonging, including all water rights from Spring Creek, excepting and excluding an undivided one-half interest in and to the pipeline in Spring Creek as it is now located and excepting and excluding the right to the use of sufficient of the waters of Spring Creek for the domestic requirements on the tract of 0.428 acre of land hereinabove excluded and for the irrigation thereof, but not to exceed one-half of the flow of the waters conveyed through said pipeline, and equal in priority to the rights of Grantee to the use of the waters conveyed through said pipeline.

BOOK M21 PAGE 343



Also excepting further from the above described tracts a 2 rod right-of-way along the South side thereof, heretofore deeded to Summit County on July 1, 1911.

Also subject to that portion of said highway along the West side of the second tract above described.

Witness the hand of said Grantor this 22nd day of September, A.D. 1962 (DC) and other good and valuable consideration.

Maud L. Snyder  
Maud L. Snyder

STATE OF UTAH )  
COUNTY OF SUMMIT )

On the 22 day of September, 1962 personally appeared before me Maud L. Snyder, a widow, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Notary Public residing in

My Commission Expires: Aug 12 1967

BOOK M21 PAGE 344

belonging, including all water rights from Spring Creek and to the pipeline in Spring Creek as it is now located and existing and excluding the right to the use of sufficient of the waters of Spring Creek for the domestic requirements of the tract of 0.426 acres of land hereinabove included and the irrigation thereof, but not to exceed one-half of the water which would be available through said pipeline, and none in excess of the rights of grantor to the use of the water

Recorded at Request of \_\_\_\_\_  
 M. Fee Paid \$ \_\_\_\_\_  
 by \_\_\_\_\_ Dep. Book \_\_\_\_\_  
 Mail tax notice to \_\_\_\_\_

Entry No. 109092	Book 11 21
RECORDED-13-67	at 3:01 PM
Page 145	
REQUEST of Western States Title	
\$ 2.00	By <i>Stanley Smith</i>
INDEXED	ABSTRACT

## QUIT-CLAIM DEED

----- ROBERT O. BURNHAM ----- Grantor  
 of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, hereby  
 QUIT-CLAIM to \_\_\_\_\_, Idaho

CANYON RIM STAKE of the CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,  
 a Corporation ----- grantee  
 of Salt Lake City, Salt Lake County, Utah ----- for the sum of  
 ONE DOLLAR AND NO/100 (\$1.00) ----- DOLLARS  
 the following described tract of land in Summit County,  
 State of Utah:

All water and water rights appurtenant to a tract of land in Section 30, Tp. 1 S. R. 4 E., S. L. B. & M., particularly described as follows: Commencing at the NW corner of the SE $\frac{1}{4}$  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 Northwesterly along said Western boundary line of said railroad right of way 2670.5 feet, more or less, to the North boundary line of the SE $\frac{1}{4}$  of Section 30; thence Westerly along said boundary line 147 feet, more or less, to the place of beginning; containing 51.54 acres of land, more or less, being specifically described as 40/104 of all water and water rights, which belonged to David S. Snyder and Maude Snyder, more particularly set forth in that certain warranty deed from David S. Snyder and Maude Snyder, his wife, Grantors, and Perry E. Burnham, Grantee, dated November 13, 1936, and recorded on December 24, 1936, in Book 9 of Warranty Deeds at page 376 in the recorder's office, Summit County, Utah, as entry No. 58897.

Witness the hand of said grantor, this twentieth day of  
 October, A. D. one thousand nine hundred and fifty eight.

Signed in the presence of

*Ernest S. [Signature]*

*Robert O. Burnham*  
 \_\_\_\_\_  
 00498635

STATE OF UTAH, IDAHO }  
 County of \_\_\_\_\_ }

On this 20th day of October, A. D. one thousand nine hundred and 58, personally appeared before me Robert

*[Signature]*  
 the grantor of the foregoing instrument, who duly acknowledges to me that he executed the same.

BOOK 21 PAGE 145  
 \_\_\_\_\_  
*Stanley Smith*

RECEIVED  
 SEP 8 1976  
 WATER RIGHTS

The following described tract of land situate in Summit County Utah to-wit: The East half of the Northeast quarter, and the Northeast quarter of the Southeast quarter of Section 26, Township 1 South, Range 3 East, Salt Lake Meridian, containing 120 acres, more or less.

Together with a water right for the irrigation of the above described land, being Right No. 411 for 266.4 acres of the 439.4 acres decreed to the Fletcher Farms Company from the Spring, Willow and Red Pine Creeks through Cannon Nos. 1, 2, 5, Seven and Young, and E. Snyder Ditches; and 266.4/439.4 of the water under Right No. 416 decreed to Fletcher Farms Company from springs through Cannon No. 2 ditch and supplemental to Right No. 411; and 43% of Right No. 412 decreed to David Snyder for 94.7 acres from Spring Creek Springs and supplemented by water from Willow and Red Pine Creeks through East Snyder Ditch, all as decreed in Action No. 7487 entitled "Plain City Irrigation Company, Plaintiff, vs. Hooper Irrigation Company et al, Defendants" in the District Court of the Second Judicial District of the State of Utah, in and for Weber County.

Subject to the reservation of all minerals by the grantors and predecessors in interest underlying the aforementioned Sections 26, 25, and 31.

Subject also to all rights of way and easements of record in the Recorder's Office for Summit County, Utah.

WITNESS the hands of said Grantors, this 28 day of May 1959.

George L. Felton  
GEORGE L. FELTON

Ellen Fletcher Felton  
ELLEN FLETCHER FELTON

Ellen Fletcher Felton  
ELLEN FLETCHER FELTON  
In her own right

Signed in the Presence of:  
W. B. Howell

STATE OF UTAH )  
                  ) ss.  
County of Salt Lake)

00498635 BE0115 Pg0072

On the 28 day of May, 1959, personally appeared before me GEORGE L. FELTON and ELLEN FLETCHER FELTON, his wife, and ELLEN FLETCHER FELTON, in her own right, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:  
7/29/62

(SEAL)

W. B. Howell  
Notary Public  
Residing at:  
Salt Lake City, Utah

Entry No. 90488

Revenue stamps \$110.00 (Cancelled) (V)

WARRANTY DEED

GEORGE L. FELTON and ELLEN FLETCHER FELTON, his wife, and ELLEN FLETCHER FELTON in her own right, Grantors, of Snyderville, County of Summit, State of Utah, hereby convey and warrant to CANYON RIM STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a corporation sole, Grantee, of Salt Lake City, Utah for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the following described tracts of land in Summit County, State of Utah:

All of Section 25; the North half of the Northeast quarter, the Southwest quarter of the Northeast quarter, the Northwest quarter of Section 36, all in Township 1 South, Range 3 East of the Salt Lake Base and Meridian.

Also a 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 Railroad Company; thence South 3° 02' East along said line 1320 feet more or less to the South line of the Northeast 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 160 rods to Southwest corner of Section 30; thence North 240 rods to the point of beginning.

Beginning at the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 1282.95 feet thence North 89° 43' East 630.10 feet; thence North 2° 00' East 237.64 feet; thence North 85° 24' East 355.65 feet; thence North 200.62 feet; thence S. 35° 50' East 61.85 feet; thence North 5° 31' East 164.74 feet; thence South 86° 48' East 390.49 feet; thence North 272.61 feet; thence North 85° 52' East 1171.05 feet; thence North 317.70 feet; thence West 2638.35 feet to the point of beginning. Contains 44.4 acres.

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 Northeast 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 and about 313.5 feet West from the Southeast corner thereof, containing 9.09 acres, more or less, 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.

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 2670.5 feet, more or less, 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 51.54 acres, more or less.

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, 80 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.

00498635 B-01115 P-00730

Recorded at request of \_\_\_\_\_ P. O. Box 2900, Salt Lake City, Utah \_\_\_\_\_  
at \_\_\_\_\_ M. Fee Paid \$ \_\_\_\_\_  
\_\_\_\_\_ Rep. Book \_\_\_\_\_ Page \_\_\_\_\_ Ref.: \_\_\_\_\_  
\_\_\_\_\_ Box 4, Old Ranch Road  
Mail Tax notice to James F. Murnin Address Park City, Utah 85600

WARRANTY DEED

JAMES F. MURNIN and YVONNE M. MURNIN, his wife, grantors,  
Summit County, State of Utah, hereby CONVEY and WARRANT to

MURNIN FAMILY PARTNERSHIP, a Utah limited partnership,

grantee, for the sum of Ten Dollars, the following described  
tract of land in Summit County, State of Utah:

Commencing at the Northwest corner of the Northwest quarter  
of the Northeast quarter of Section 31, Township 1 South,  
Range 4 East, Salt Lake Meridian; and thence South 80 rods;  
thence East 56 rods to a point 2 rods West of the West  
boundary line of the right-of-way of the Denver & Rio  
Grande Western Railroad Company; thence Northerly parallel  
to said railroad right-of-way and 2 rods distant therefrom  
80 rods more or less to the North boundary line of said  
Section 31; thence West along said boundary line to the  
point of beginning.

And

Commencing at the Southeast corner of the Northeast quarter  
of the Northwest quarter of Section 31, Township 1 South,  
Range 4 East, Salt Lake Meridian; thence North 53-1/3 rods;  
thence West 70 rods more or less to the center of the  
Victory Highway (designated U.S. 40, formerly County road);  
thence South along the center of said highway 53-1/3 rods to  
the line between the North half and the South half of the  
Northwest quarter of said Section 31; thence East along said  
line 70 rods more or less to the point of beginning; provided,  
however, there is excepted and excluded the following  
described lot and all improvements, including the house  
situated thereon, to-wit: Beginning at a point on the  
center line of U.S. Highway 40, said point being South  
1,009.24 feet and East 1,415.8 feet from the Northwest  
corner of Section 31, Township 1 South, Range 4 East, Salt  
Lake Base and Meridian; thence along an existing fence line  
East 150.0 feet to a fence; thence following said fence line  
South 00°13' East 124.45 feet to a fence; thence following  
said fence line West 150.0 feet to the center line of U.S.  
Highway 40; thence following said center line North 00°13'  
West 124.45 feet to the point of beginning. Containing  
0.428 acre more or less.

Together with all improvements and appurtenances thereunto  
belonging and all farm tools, equipment and machinery.

Together with all rights and claims to adjoining lands  
based upon doctrines of boundary by acquiescence, ancient  
fences, adverse possession and the like.

Together with all water rights appurtenant thereto, including  
but not limited to a divided fifty seven percent (57.0%) of  
the water rights evidenced by Right No. 412 of the "Weber  
River Decree" made and entered on June 2, 1937 in the District  
Court of Weber County, Utah in that certain action entitled

00498635 B701115 P000731

157007 7/23/5  
10-18-82 12:05 718-41  
Burr, Christensen, Mortensen  
5.50  
10/18/82 12:05  
100-1247-1007

"Plain City Irrigation Company v. Hooper Irrigation Company, et al.," being Case No. 7487, but excluding therefrom and reserving unto Grantors that portion of said Right No. 412 covering the right to the use of the waters of Spring Creek Springs for domestic purposes.

WITNESS, the hands of said grantors, this 13 day of April, 1982.

[Signature]  
[Signature]

STATE OF UTAH )  
                  ) ss.  
COUNTY OF SUMMIT )

On the 13 day of April, 1982,  
personally appeared before me JAMES F. MURNIN and YVONNE  
M. MURNIN, his wife, the signers of the within instrument,  
who duly acknowledged to me that they executed the same.

[Signature]  
Notary Public  
Residing at [Address]

My Commission Expires:  
[Date]

00498635 011 Pe00732

and at request of Dr. J. Christman & M. Murnin  
 Salt Lake City, Utah 84110  
 M. Fee Paid \$ \_\_\_\_\_  
 Dep. Book \_\_\_\_\_ Page \_\_\_\_\_ Ref. \_\_\_\_\_  
 Tax notice to James F. Murnin Address Park City, Utah 84099

171

WARRANTY DEED

JAMES F. MURNIN and YVONNE M. MURNIN, his wife, grantors,  
 Summit County, State of Utah, hereby CONVEY and WARRANT to

JAMES F. MURNIN, Trustee\*, grantee, for the sum of  
 Ten Dollars, the following described tract of land in Summit County,  
 State of Utah:

Beginning 80 rods East and 53.3 rods South of Northwest  
 Corner Section 31, Township 1 South, Range 4 East, Salt  
 Lake Base and Meridian, thence North 84°15' West 314  
 feet; South 239 feet; thence West to a point 577.5 feet;  
 West of said line between Northwest quarter and Northeast  
 quarter of the Northwest quarter; thence South 234 feet;  
 thence East 742.5 feet; thence North 440 feet; thence  
 North 84°15' West 166 feet to beginning. Cont. 5.7 acres.

Together with all rights and claims to adjoining lands  
 based upon doctrines of boundary by acquiescence, ancient  
 fences, adverse possession and the like.

Excepting and excluding from said tract of 5.7 acres  
 the following:

Beginning at a point South 46°38'30" East 1722.40 feet  
 from the Northwest corner of Section 31, Township 1 South,  
 Range 4 East, Salt Lake Base and Meridian, and running  
 thence South 89°42' East 150.00 feet to a fence on the  
 West right-of-way line of Utah State Highway No. 248, and  
 U.S. Alternate 40; thence South 0°05' East along said  
 right-of-way fence 100.0 feet; thence North 89°42' West  
 along a fence line 150.00 feet; thence North 0°05' West  
 100.00 feet to the point of beginning.

Excluding and excepting from said tract of 5.7 acres the  
 following:

Beginning at a Point South 1282.52 feet and East  
 1252.45 feet from the Northwest corner of Section 31,  
 Township 1 South, Range 4 East Salt Lake Base and  
 Meridian, said point being on a fence line, and running  
 thence North 89°42' West along said fence line 200 feet;  
 thence leaving said fence line North 0°05' West 110  
 feet; thence South 89°42' East 200 feet; thence South  
 0°05' West 110 feet to the point of beginning.

Together with a non-exclusive easement and right-of-way  
 for utilities and ingress and egress 30' in width the  
 South line of which is described as follows:

Beginning at a point on the Westerly right-of-way  
 line of State Highway 248 said point being South  
 1173.305 feet and East 1402.287 feet from the  
 Northwest corner of Section 31, Township 1 South,  
 Range 4 East Salt Lake Base and Meridian and  
 running thence West 350 feet.

00498635 B-01115 P-00733

BOOK 4235 PAGE 750

157000 39235  
 10-18-82 12:06 750-51  
 Dr. J. Christman & M. Murnin  
 6.50

Together with the right to the use of the waters of Spring Creek Spring for domestic purposes included within a divided fifty seven percent (57.0%) of the water rights evidenced by Right No. 412 of the "Weber River Decree" made and entered on June 2, 1937, in the District Court of Weber County, Utah in that certain action entitled "Plain City Irrigation Company v. Hooper Irrigation Company, et al.," being Case No. 7487 and subject to an undivided one-half interest in and to the pipeline in Spring Creek Spring together with the right to the use of waters of Spring Creek sufficient in quantity for the domestic requirements of a tract of land comprising 0.428 acre more or less, and for the irrigation thereof, but not to exceed one-half of the flow of the waters through said pipeline, and equal in priority to the right to the use of the waters of Grantors conveyed through said pipeline as heretofore conveyed by Grantors to Maud L. Snyder.

\*To be held by said Trustee pursuant to the terms of an unrecorded Declaration of Trust dated July 15, 1982, as amended from time to time creating a trust commonly known as the MURNIN FAMILY TRUST, an undivided one-half (1/2) interest to the James F. Murnin Share and an undivided one-half (1/2) interest to the Yvonne M. Murnin Share.

WITNESS, the hands of said grantors this 27 day of October, 1982.

[Signature]  
[Signature]

STATE OF UTAH )  
 ) ss.  
 COUNTY OF [Signature] )

On the 27 day of October, 1982, personally appeared before me JAMES F. MURNIN and YVONNE M. MURNIN, the signers of the within instrument, who duly acknowledged to me that they executed the same.

[Signature]  
 Notary Public  
 Residing in [Signature]

My Commission Expires:  
[Signature]

00498635 BR0115 P600734

BOOK 27 PAGE 70 1



21

WHEN RECORDED, MAIL TO:  
John E. Gates  
Snow, Christensen & Martineau  
Post Office Box 45000  
Salt Lake City, Utah 84145

REC'D NOV 11 1985 315560

COASTAL TITLE  
65107-8 PM 2:33

ALAN CORNIGGS  
SUMMIT COUNTY RECORDER

REC'D BY *BH*

### WARRANTY DEED

MURNIN FAMILY PARTNERSHIP, a Utah Limited Partnership, grantor, of Park City, County of Summit, State of Utah, hereby CONVEYS AND WARRANTS an undivided 17.1992% interest to YVONNE M. MURNIN; an undivided 29% interest to YVONNE M. MURNIN, TRUSTEE OF TRUST A of the MURNIN FAMILY TRUST aka 7/15/82; an undivided 13.2% interest to YVONNE M. MURNIN, TRUSTEE OF TRUST B of the MURNIN FAMILY TRUST aka 7/15/82; an undivided 6.7668% interest to JAMES H. MURNIN; an undivided 6.7668% interest to JOHN P. MURNIN; an undivided 6.7668% interest to GAYLE M. KILGORE; an undivided 6.7668% interest to TERESA A. MURNIN an undivided 6.7668% interest to JEFFREY P. MURNIN; and an undivided 6.7668% interest to SUSAN MURNIN, Grantees, of Park City, County of Summit, State of Utah, for the sum of TEN (\$10.00) DOLLARS, in and to the following described tract of land in Summit County, State of Utah, to-wit:

033

Commencing at the Northwest Corner of the Northwest Quarter of the Northeast Quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and thence South 80 rods; thence East 56 rods to a point 2 rods west of the west boundary line of the right of way of the Denver & Rio Grande Western Railroad Company; thence Northerly parallel to said railroad right of way and 2 rods distant therefrom 80 rods more or less to the north boundary line of said Section 31; thence West along said boundary line to the point of beginning.

and

Commencing at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Meridian; thence North 53 1/3 rods; thence West 70 rods more or less to the Center of the Victory Highway (designated U.S. 40, formerly County Road); thence South along the center of said highway 53 1/3 rods to the line between the North half and the South half of the Northwest Quarter of said Section 31; thence East along said line 70 rods more or less to the point of beginning.

Subject to a right of way for Highway 224 over the Westerly portion of said property.

Less and excepting therefrom the following:

Beginning at a point on the center line of U.S. Highway 40, said point being South 995.80 feet and East 1439.75

65107-8 614-5

RECORDED  
LEGIBILITY OF WRITING, PRINTING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

00498635 Bk01115 Pg00735

feet from the northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence East 170.0 feet; thence South 0 degrees 13 minutes 00 seconds East 124.45 feet; thence West 170.0 feet to the center of U.S. Highway 40; thence following said center line North 0 degrees 13 minutes 00 seconds West 124.45 feet to the point of beginning.

And excepting any portion lying within Old Ranch Road as conveyed to Summit County.

Together with all water rights appurtenant thereto, including but not limited to a divided fifty seven percent (57.0%) of the water rights evidence by Right No. 412 of the "Weber River Decree" made and entered on June 2, 1937 in the District Court of Weber County, Utah in that certain action entitled "Plain City Irrigation Company v. Hooper Irrigation Company, et al." being Case No. 7487, but excluding therefrom that portion of said Right No. 412 covering the right to the year around use of the waters of Spring Creek Springs for domestic purposes.

WITNESS the hand of said grantor, this 27th day of October, 1989.

Yvonne M. Murnin  
Yvonne M. Murnin, General Partner  
Murnin Family Partnership

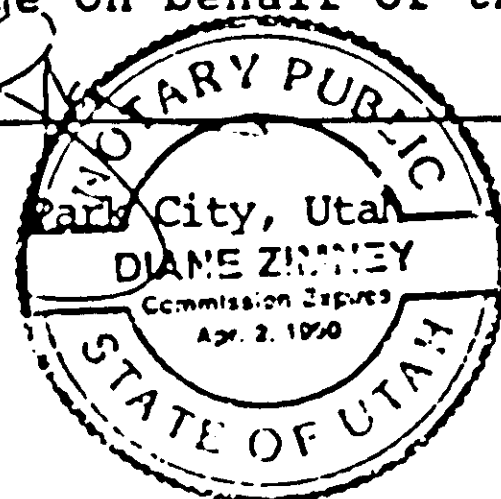
Signed in the presence of

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

STATE OF UTAH )  
: ss.  
COUNTY OF ~~SALT LAKE~~ )  
SUMMIT

On the 27th day of October, 1989, personally appeared before me Yvonne M. Murnin, General Partner of the Murnin Family Partnership, the signer of the above instrument, who duly acknowledged to me that she executed the same on behalf of the Murnin Family Partnership.

Diame Zimney  
Notary Public  
Residing in:



My Commission Expires:  
4/2/90

541-815

00498635 BK01115 Pg00736

22

REC'D BY 315561

QUALITY FILE  
69 NOV -8 PM 2:33

ALAN SETHES  
SUMMIT COUNTY RECORDER  
REC'D BY BH 14.80

WHEN RECORDED, MAIL TO:  
John E. Gates  
Snow, Christensen & Martineau  
Post Office Box 45000  
Salt Lake City, Utah 84145

### QUIT-CLAIM DEED

MURNIN FAMILY PARTNERSHIP, a Utah Limited Partnership, grantor, of Park City, County of Summit, State of Utah, hereby QUIT-CLAIMS an undivided 17.1992% interest to YVONNE M. MURNIN; an undivided 29% interest to YVONNE M. MURNIN, TRUSTEE OF TRUST A of the MURNIN FAMILY TRUST aka 7/15/82; an undivided 13.2% interest to YVONNE M. MURNIN, TRUSTEE OF TRUST B of the MURNIN FAMILY TRUST aka 7/15/82; an undivided 6.7668% interest to JAMES H. MURNIN; an undivided 6.7668% interest to JOHN P. MURNIN; an undivided 6.7668% interest to GAYLE M. KILGORE; an undivided 6.7668% interest to TERESA A. MURNIN an undivided 6.7668% interest to JEFFREY P. MURNIN; and an undivided 6.7668% interest to SUSAN MURNIN, Grantees, of Park City, County of Summit, State of Utah, for the sum of TEN (\$10.00) DOLLARS, in and to the following described tract of land in Summit County, State of Utah, to-wit:

See Attached Exhibit "A".

WITNESS the hand of said grantor, this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

*Yvonne M. Murnin*  
Yvonne M. Murnin, General Partner  
Murnin Family Partnership

Signed in the presence of

\_\_\_\_\_

00498635 BX01115 P600737

STATE OF UTAH )  
COUNTY OF Summit : ss.  
~~SALT LAKE~~ )

On the 7th day of NOVEMBER, 1989, personally appeared before me Yvonne M. Murnin, General Partner of the Murnin Family Partnership, the signer of the above instrument, who duly acknowledged to me that she executed the same on behalf of the Murnin Family Partnership.

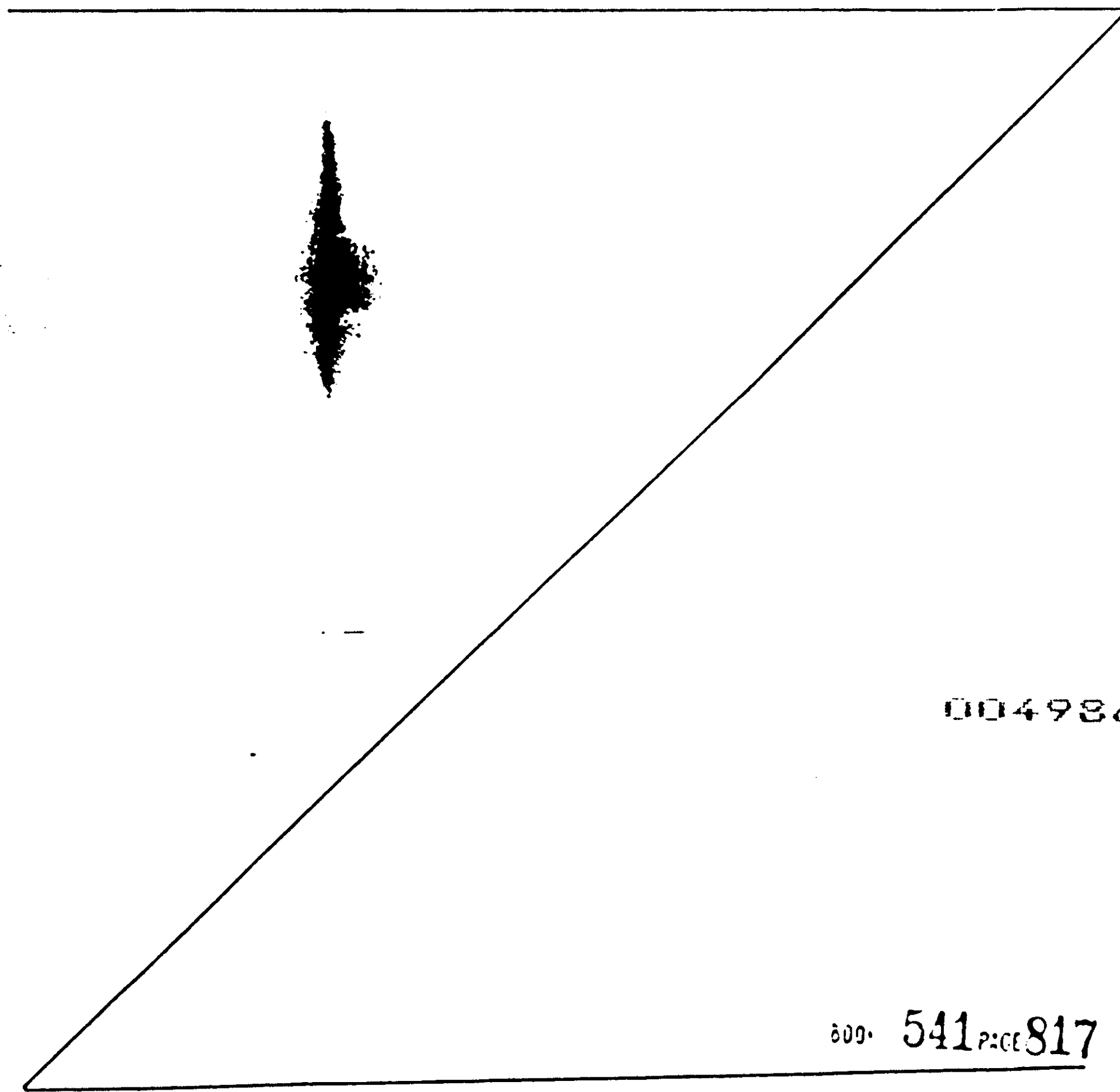
Notary Public  
Residing in: PARK CITY, UT  
My Commission Expires: 4/2/90

541 816 817

EXHIBIT "A"

Order Number: 1130

Commitment Number: C-1601-186237



00498635 BK01115 Pg00738

500 541 817

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID CORNER BEING NORTH 89 DEGREES 15 MINUTES 54 SECONDS EAST 2655.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 31, SAID CORNER ALSO BEING SOUTH 89 DEGREES 15 MINUTES 54 SECONDS WEST 125.97 FEET FROM THE MONUMENT MARKING THE SOUTHWEST CORNER OF QUAIL MEADOW TOWNHOUSES, PHASE I AND RUNNING THENCE NORTH 89 DEGREES 15 MINUTES 54 SECONDS EAST 854.88 FEET TO A POINT 2 RODS WEST OF THE WEST RIGHT OF WAY OF THE DENVER & RIO GRANDE WESTERN RAILROAD COMPANY; THENCE SOUTH 03 DEGREES 06

Coalition Title Agency, Inc.

Schedule B2 Page: 1

EXHIBIT "A"

Order Number: 1130

Commitment Number: C-1601-186237

MINUTES 45 SECONDS EAST 1292.12 FEET PARALLEL WITH SAID WEST RIGHT OF WAY TO THE NORTH RIGHT OF WAY FENCE OF OLD RANCH ROAD; THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST 2086.79 FEET TO THE PROPOSED EAST RIGHT OF WAY OF UTAH STATE HIGHWAY 224 PROJECT NO. 060(2); THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS WEST 114.10 FEET ALONG SAID EAST LINE 63 FEET EASTERLY FROM THE CENTER LINE OF SAID PROJECT TO THE SOUTH LINE OF THAT TRACT DESCRIBED IN BOOK 442, AT PAGE 618, RECORDED AS ENTRY NO. 275937 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE ALONG THE BOUNDARIES OF SAID TRACT NORTH 89 DEGREES 59 MINUTES 43 SECONDS EAST 117.00 FEET, NORTH 00 DEGREES 14 MINUTES 42 SECONDS WEST 124.45 FEET AND SOUTH 89 DEGREES 59 MINUTES 43 SECONDS WEST 117.00 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS WEST 574.75 FEET TO A POINT ON THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK A AT PAGE 311 OF DEEDS ON FILE AT SAID RECORDER'S OFFICE, SAID POINT BEING 440 FEET DISTANT PERPENDICULARLY SOUTH FROM THE NORTH LINE OF SAID SECTION 31; THENCE NORTH 89 DEGREES 15 MINUTES 54 SECONDS EAST 1168.66 FEET PARALLEL WITH SAID NORTH LINE TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 25 MINUTES 39 SECONDS WEST 440.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

OLD RANCH ROAD RIGHT-OF-WAY:

BEGINNING AT A POINT ON THE NORTH BOUNDARY OF THE OLD RANCH ROAD RIGHT OF WAY CONVEYED BY WARRANTY DEED RECORDED AS ENTRY NO. 22432 IN BOOK K AT PAGE 31 IN THE SUMMIT COUNTY RECORDER'S OFFICE, AND POINT BEING NORTH 89 DEGREES 15 MINUTES 54 SECONDS EAST 3509.88 FEET ALONG THE SECTION LINE AND SOUTH 03 DEGREES 06 MINUTES 45 SECONDS EAST 1304.40 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89 DEGREES 31 MINUTES 11 SECONDS WEST 2087.46 FEET ALONG SAID NORTH BOUNDARY TO THE PROPOSED EAST RIGHT OF WAY OF UTAH STATE HIGHWAY 224 PROJECT NO. 060(2); THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS WEST 40.72 FEET ALONG SAID EAST LINE 63 FEET EASTERLY FROM THE CENTER LINE OF SAID PROJECT TO THE NORTH RIGHT OF WAY FENCE OF OLD RANCH ROAD; THENCE SOUTH 89 DEGREES 41 MINUTES 56 SECONDS EAST 2086.79 FEET ALONG SAID NORTH RIGHT OF WAY FENCE TO A POINT BEING 2 RODS WEST OF THE WEST RIGHT OF WAY OF THE DENVER & RIO GRANDE WESTERN RAILROAD COMPANY; THENCE SOUTH 03 DEGREES 06 MINUTES 45 SECONDS EAST 12.28 FEET PARALLEL WITH SAID WEST RIGHT OF WAY TO POINT OF BEGINNING.

U.D.O.T. PARCEL 060:22:

BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS NORTH 89 DEGREES 15 MINUTES 54 SECONDS EAST 1434.75 FEET AND SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 1326.80 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 89 DEGREES 15 MINUTES 54 SECONDS EAST 53.00 FEET ALONG THE NORTH BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 63.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE

541 PAGE 818

Coalition Title Agency, Inc.

Schedule B2 Page: 2

00498635 Bx01115 Pg00739

EXHIBIT "A"

Order Number: 1130

Commitment Number: C-1601-186237

CENTER LINE OF SAID PROJECT; THENCE SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 574.75 FEET ALONG A LINE PARALLEL TO SAID CENTER LINE; THENCE SOUTH 89 DEGREES 59 MINUTES 43 SECONDS WEST 53.00 FEET TO THE WEST BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS WEST 574.08 FEET ALONG SAID WEST BOUNDARY LINE TO THE POINT BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

ALSO

U.D.O.T. PARCEL 060:22 CONTINUED:

BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS NORTH 89 DEGREES 15 MINUTES 54 SECONDS EAST 1434.75 FEET AND SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 440.01 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 89 DEGREES 31 MINUTES 11 SECONDS EAST 53.00 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 63.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CENTER LINE OF SAID PROJECT; THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS WEST 187.82 FEET ALONG A LINE PARALLEL TO SAID CENTER LINE, TO A NORTH BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 89 DEGREES 59 MINUTES 43 SECONDS WEST 53.00 FEET ALONG SAID NORTH BOUNDARY LINE TO THE WEST BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 188.26 FEET ALONG SAID WEST BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

00498635 2-01115 F600740

541-819

(23)

REC'D NOTE \_\_\_\_\_

315562

COPIATION FILE  
89 NOV -8 PM 2:33

ALAN S. HOGS  
SUMMIT COUNTY RECORDER  
REC'D BY: BH 15

WHEN RECORDED, MAIL TO:  
John E. Gates  
Snow, Christensen & Martineau  
Post Office Box 45000  
Salt Lake City, Utah 84145

### WARRANTY DEED

57% of  
Basis =  
57/94.7 =  
53.979 ac. (53.8)  
53.8 x 42.2%  
= 22.78 ac.  
to T.H.  
and 31.20  
acres +  
interest in  
(57.8%)

YVONNE M. MURNIN (an undivided 29.758% (17.1992%/57.8%) interest); JAMES H. MURNIN (an undivided 11.707% (6.7668%/57.8%) interest); JOHN P. MURNIN (an undivided 11.707% (6.7668%/57.8%) interest); GAYLE M. KILGORE (an undivided 11.707% (6.7668%/57.8%) interest); TERESA A. MURNIN (an undivided 11.707% (6.7668%/57.8%) interest); JEFFREY P. MURNIN (an undivided 11.707% (6.7668%/57.8%) interest); and SUSAN MURNIN (an undivided 11.707% (6.7668%/57.8%) interest), grantors; of Park City, County of Summit, State of Utah, hereby CONVEY AND WARRANT an undivided 68.72% (29%/42.2%) interest to YVONNE M. MURNIN, TRUSTEE OF TRUST A of the MURNIN FAMILY TRUST aka 7/15/82, and an undivided 31.28% (13.2%/42.2%) interest to YVONNE M. MURNIN, TRUSTEE OF TRUST B of the MURNIN FAMILY TRUST aka 7/15/82, grantees, of Park City, County of Summit, State of Utah for the sum of TEN (\$10.00) DOLLARS, an undivided 57.8% interest in and to the following described water and water rights in Summit County, State of Utah, to-wit:

A divided right to five and 11/100 percent (5.11%) of the water rights evidenced by Right No. 412 of the "Weber River Decree" made and entered on June 2, 1937, in the District Court of Weber County, Utah, in that certain action entitled "Plain City Irrigation Company v. Hooper Irrigation Company, et al.," being Case No. 7487, but excluding therefrom that portion of said Right No. 412, covering the right to the year around use of waters of Spring Creek Springs for domestic purposes.

WITNESS the hands of said grantors, this 9<sup>th</sup> day of NOVEMBER, 1989.

Yvonne M. Murnin  
Yvonne M. Murnin  
James H. Murnin  
James H. Murnin  
John P. Murnin  
John P. Murnin  
Gayle M. Kilgore  
Gayle M. Kilgore

541-820-22

Teresa Murnin  
Teresa A. Murnin  
Jeffrey P. Murnin  
Jeffrey P. Murnin  
Susan Murnin  
Susan Murnin

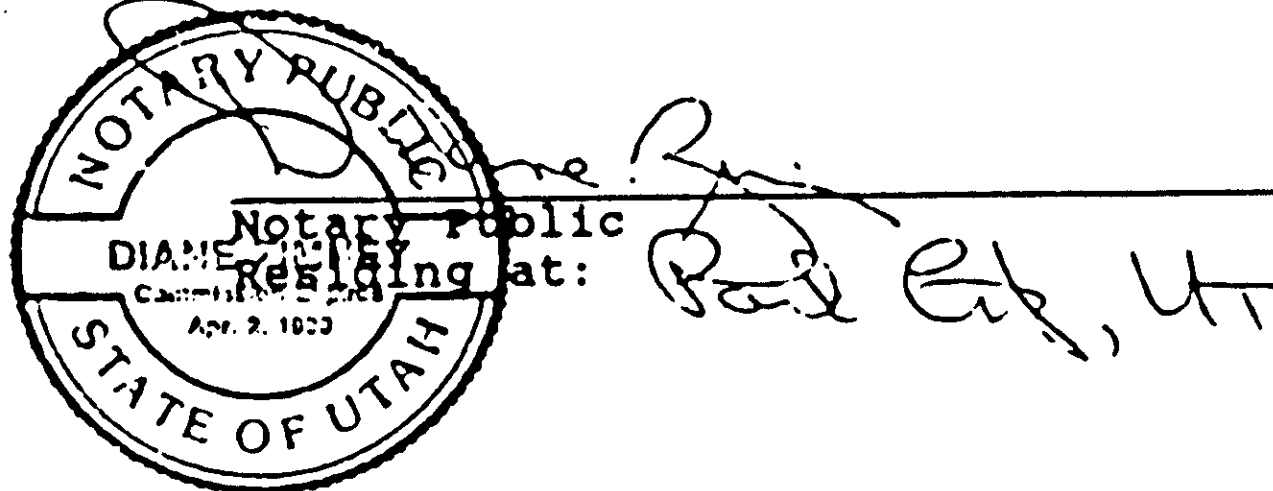
Signed in the presence of

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

STATE OF UTAH )  
COUNTY OF <sup>SUMMIT</sup> ~~SALT LAKE~~ : ss.

On the 7<sup>th</sup> day of November, 1989, personally  
appeared before me Yvonne M. Murnin, James H. Murnin, John P.  
Murnin, Gayle M. Kilgore, Jeffrey P. Murnin, and Susan Murnin,  
the signers of the above instrument, who duly acknowledged to me  
that they executed the same.

My Commission Expires:  
2/9/90



00498635 Bk01115 Pg00742

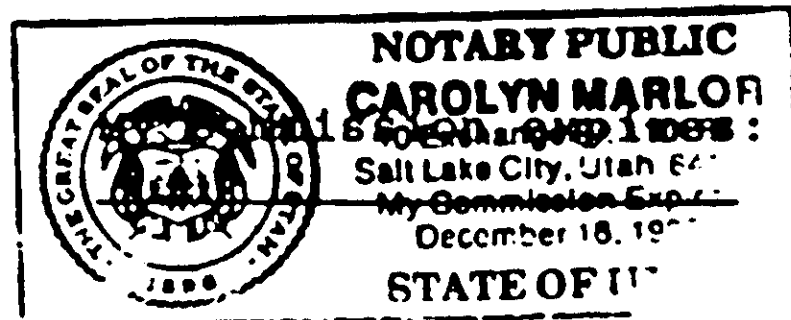
541-821



STATE OF UTAH )  
                  ) ss.  
COUNTY OF SALT LAKE )

On the 6<sup>th</sup> day of November, 1989, personally appeared before me Teresa A. Murnin, signer of the above instrument, who duly acknowledged to me that she executed the same.

Carolyn Marlor  
Notary Public  
Residing in: Salt Lake City, Utah



541 PAGE 822

00498635 Bx01115 Pg00743

24

ROBERT E. COOK  
1800 ALEXANDER BELL DR.  
FAIRFAX VIRGINIA

RED NOTE \_\_\_\_\_

22091

315563

WHEN RECORDED, MAIL TO:  
John E. Gates  
Snow, Christensen & Martineau  
Post Office Box 45000  
Salt Lake City, Utah 84145

COALITION TITLE  
89 NOV - 8 PM 2:33

ALAN BERGGS  
SUMMIT COUNTY RECORDER

REC'D BY BN 15<sup>50</sup>

### WARRANTY DEED

YVONNE M. MURNIN (an undivided 17.1992% interest); YVONNE M. MURNIN, TRUSTEE OF TRUST A of the MURNIN FAMILY TRUST aka 7/15/82 an undivided 29.0% interest); YVONNE M. MURNIN, TRUSTEE OF TRUST B of the MURNIN FAMILY TRUST aka 7/15/82 (an undivided 13.2% interest); JAMES H. MURNIN (an undivided 6.7668% interest); JOHN P. MURNIN (an undivided 6.7668% interest); GAYLE M. KILGORE (an undivided 6.7668% interest); TERESA A. MURNIN (an undivided 6.7668% interest); JEFFREY P. MURNIN (an undivided 6.7668% interest); and SUSAN MURNIN (an undivided 6.7668% interest), grantors; of Park City, County of Summit, State of Utah, hereby CONVEY AND WARRANT to ROBERT E. COOK, grantee, of RESTON, County of FAIRFAX, State of VIRGINIA for the sum of TEN (\$10.00) DOLLARS, the following described tract of land in Summit County, State of Utah, to-wit:

Commencing at the Northwest Corner of the Northwest Quarter of the Northeast Quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and thence South 80 rods; thence East 56 rods to a point 2 rods west of the west boundary line of the right of way of the Denver & Rio Grande Western Railroad Company; thence Northerly parallel to said railroad right of way and 2 rods distant therefrom 80 rods more or less to the north boundary line of said Section 31; thence West along said boundary line to the point of beginning.

and

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Commencing at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Meridian; thence North 53 1/3 rods; thence West 70 rods more or less to the Center of the Victory Highway (designated U.S. 40, formerly County Road); thence South along the center of said highway 53 1/3 rods to the line between the North half and the South half of the Northwest Quarter of said Section 31; thence East along said line 70 rods more or less to the point of beginning.

541-823-26

Subject to a right of way for Highway 224 over the  
Westerly portion of said property.

Less and excepting therefrom the following:

Beginning at a point on the center line of U.S. Highway  
40, said point being South 995.80 feet and East 1439.75  
feet from the northwest corner of Section 31, Township  
1 South, Range 4 East, Salt Lake Base and Meridian;  
thence East 170.0 feet; thence South 0 degrees 13  
minutes 00 seconds East 124.45 feet; thence West 170.0  
feet to the center of U.S. Highway 40; thence following  
said center line North 0 degrees 13 minutes 00 seconds  
West 124.45 feet to the point of beginning.

And excepting any portion lying within Old Ranch Road  
as conveyed to Summit County.

Together with appurtenant waters and water rights  
limited to a divided fifty-one and 89/100 percent  
(51.89%) of the water rights evidence by Right No. 412  
of the "Weber River Decree" made and entered on June 2,  
1937 in the District Court of Weber County, Utah in  
that certain action entitled "Plain City Irrigation  
Company v. Hooper Irrigation Company, et al." being  
Case No. 7487, but excluding therefrom that portion of  
said Right No. 412 covering the right to the year  
around use of the waters of Spring Creek Springs for  
domestic purposes.

And grantors reserve their interest in and to all  
appurtenant waters and water rights not expressly  
conveyed herein.

WITNESS the hand of said grantors, this 7<sup>th</sup> day of  
November 1989.

Yvonne M. Murnin  
Yvonne M. Murnin

James H. Murnin  
James H. Murnin

John P. Murnin  
John P. Murnin

Gayle M. Kilgore  
Gayle M. Kilgore

Teresa A. Murnin 541-824  
Teresa A. Murnin

00498635 BK01115 Pg00745

Jeffrey P. Murnin  
Jeffrey P. Murnin

Susan M. Murnin  
Susan Murnin

Signed in the presence of

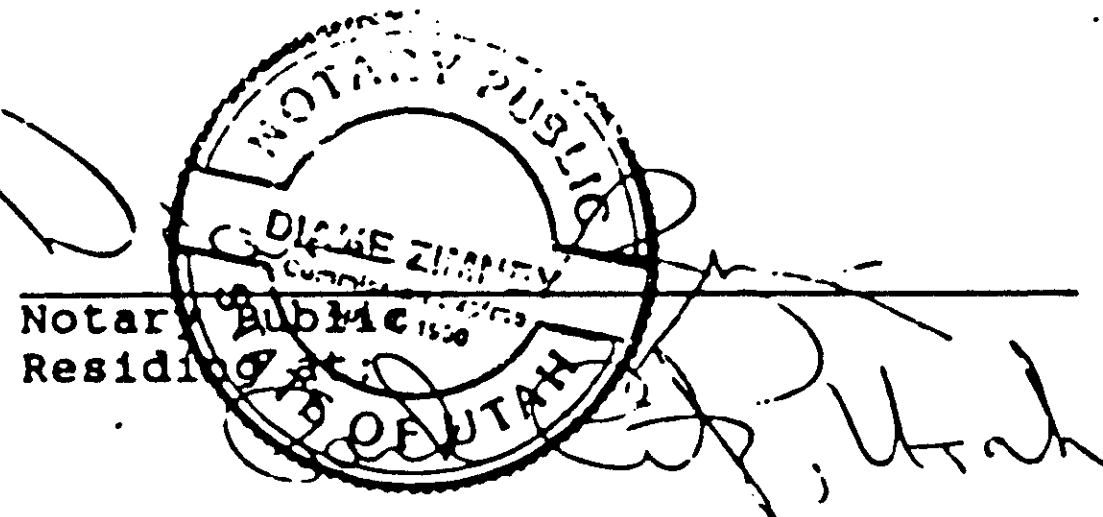
\_\_\_\_\_

STATE OF UTAH )  
COUNTY OF Summit : ss.  
COUNTY OF SALT LAKE )

On the 27<sup>th</sup> day of November, 1989, personally  
appeared before me Yvonne M. Murnin, James H. Murnin, John P.  
Murnin, Gayle M. Kilgore, Jeffrey P. Murnin, and Susan Murnin,  
the signers of the above instrument, who duly acknowledged to me  
that they executed the same.

My Commission Expires:

1/2/90



00498635 Bk01115 Pg00746

509-541-825

25

WHEN RECORDED, MAIL TO:  
John E. Gates  
Snow, Christensen & Martineau  
Post Office Box 45000  
Salt Lake City, Utah 84145

REC'D NOV - 6 PM 2:33  
315564  
COUNTY TITLE  
ALLEN  
SUMMIT COUNTY RECORDER  
RECORD BY Btl IS

### QUIT-CLAIM DEED

YVONNE M. MURNIN (an undivided 17.1992% interest); YVONNE M. MURNIN, TRUSTEE OF TRUST A of the MURNIN FAMILY TRUST aka 7/15/82 an undivided 29.0% interest); YVONNE M. MURNIN, TRUSTEE OF TRUST B of the MURNIN FAMILY TRUST aka 7/15/82 (an undivided 13.2% interest); JAMES H. MURNIN (an undivided 6.7668% interest); JOHN P. MURNIN (an undivided 6.7668% interest); GAYLE M. KILGORE (an undivided 6.7668% interest); TERESA A. MURNIN (an undivided 6.7668% interest); JEFFREY P. MURNIN (an undivided 6.7668% interest); and SUSAN MURNIN (an undivided 6.7668% interest), grantors; of Park City, County of Summit, State of Utah, hereby QUIT-CLAIM to ROBERT E. COOK, grantee, of                     , County of                     , State of                      for the sum of TEN (\$10.00) DOLLARS, the following described tract of land in Summit County, State of Utah, to-wit:

See Attached Exhibit "A".

WITNESS the hand of said grantors, this   1   day of   November  , 1989.

Yvonne M. Murnin  
Yvonne M. Murnin, individually and  
as Trustee of Trusts A and B of the  
Murnin Family Trust

James H. Murnin  
James H. Murnin

John P. Murnin  
John P. Murnin

Gayle M. Kilgore  
Gayle M. Kilgore

541-827-32

00498635 Bk011 Pg00747

Teresa A. Murnin  
Teresa A. Murnin

Jeffrey P. Murnin  
Jeffrey P. Murnin

Susan M. Murnin  
Susan Murnin

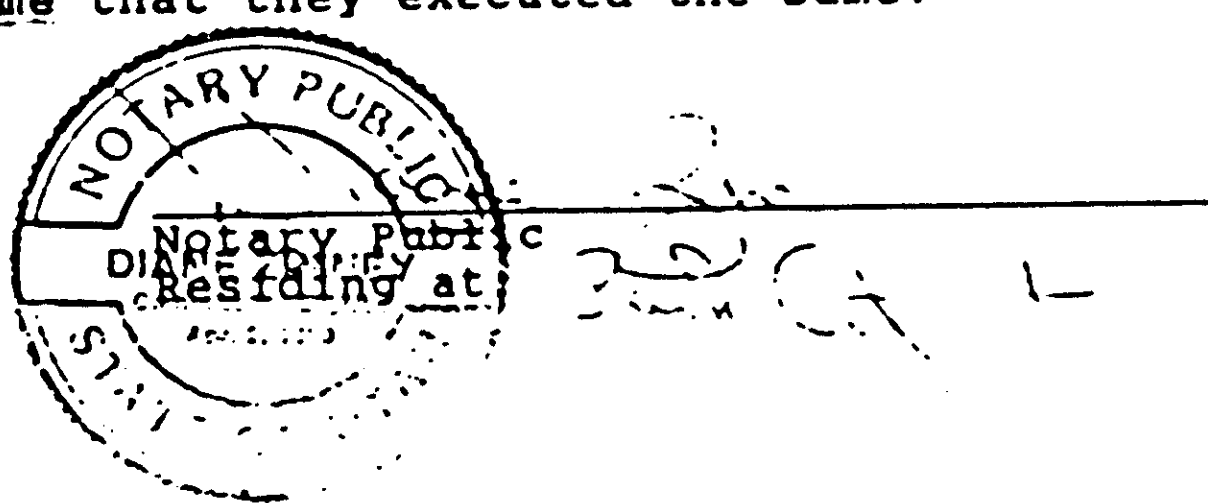
Signed in the presence of

\_\_\_\_\_

STATE OF UTAH )  
COUNTY OF SALT-LAKE )

On the 17th day of NOVEMBER, 1989, personally appeared before me Yvonne M. Murnin, individually and as Trustee, James H. Murnin, John P. Murnin, Gayle M. Kilgore, Jeffrey P. Murnin, and Susan Murnin, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: \_\_\_\_\_



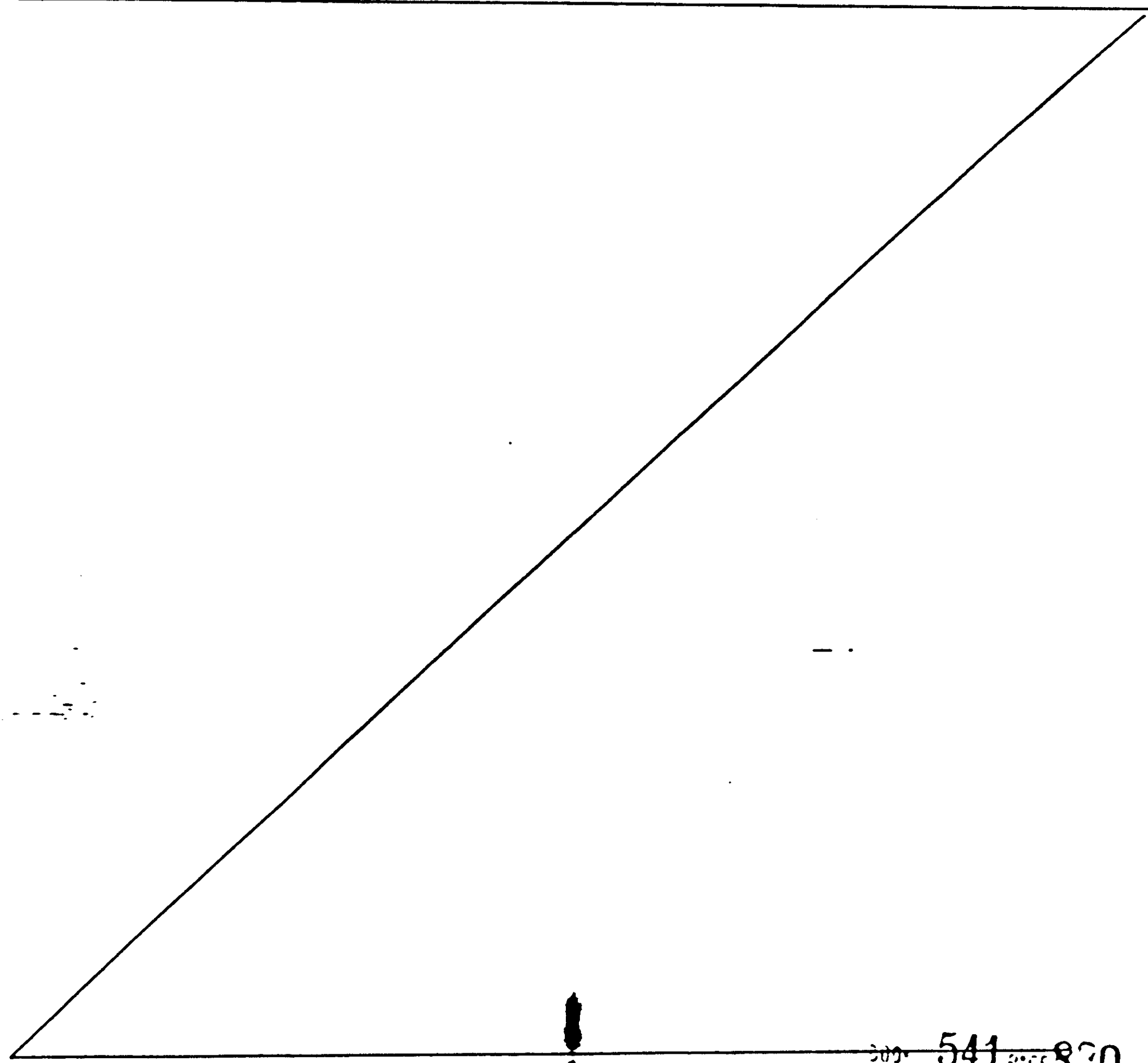
509- 541-828

00498635 BR 1115 P600748

EXHIBIT "A"

Order Number: 1130

Commitment Number: C-1601-186237



541 PAGE 830

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID CORNER BEING NORTH 89 DEGREES 15 MINUTES 54 SECONDS EAST 2655.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 31, SAID CORNER ALSO BEING SOUTH 89 DEGREES 15 MINUTES 54 SECONDS WEST 125.97 FEET FROM THE MONUMENT MARKING THE SOUTHWEST CORNER OF QUAIL MEADOW TOWNHOUSES, PHASE I AND RUNNING THENCE NORTH 89 DEGREES 15 MINUTES 54 SECONDS EAST 854.88 FEET TO A POINT 2 RODS WEST OF THE WEST RIGHT OF WAY OF THE DENVER & RIO GRANDE WESTERN RAILROAD COMPANY; THENCE SOUTH 03 DEGREES 06

Coalition Title Agency, Inc.

Schedule B2 Page: 1

00498635 Bx01115 Pd0749

EXHIBIT "A"

Order Number: 1130

Commitment Number: C-1601-186237

MINUTES 45 SECONDS EAST 1292.12 FEET PARALLEL WITH SAID WEST RIGHT OF WAY TO THE NORTH RIGHT OF WAY FENCE OF OLD RANCH ROAD; THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST 2086.79 FEET TO THE PROPOSED EAST RIGHT OF WAY OF UTAH STATE HIGHWAY 224 PROJECT NO. 060(2); THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS WEST 114.10 FEET ALONG SAID EAST LINE 63 FEET EASTERLY FROM THE CENTER LINE OF SAID PROJECT TO THE SOUTH LINE OF THAT TRACT DESCRIBED IN BOOK 442, AT PAGE 618, RECORDED AS ENTRY NO. 275937 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE ALONG THE BOUNDARIES OF SAID TRACT NORTH 89 DEGREES 59 MINUTES 43 SECONDS EAST 117.00 FEET, NORTH 00 DEGREES 14 MINUTES 42 SECONDS WEST 124.45 FEET AND SOUTH 89 DEGREES 59 MINUTES 43 SECONDS WEST 117.00 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS WEST 574.75 FEET TO A POINT ON THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK A AT PAGE 311 OF DEEDS ON FILE AT SAID RECORDER'S OFFICE, SAID POINT BEING 440 FEET DISTANT PERPENDICULARLY SOUTH FROM THE NORTH LINE OF SAID SECTION 31; THENCE NORTH 89 DEGREES 15 MINUTES 54 SECONDS EAST 1168.66 FEET PARALLEL WITH SAID NORTH LINE TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 25 MINUTES 39 SECONDS WEST 440.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

OLD RANCH ROAD RIGHT-OF-WAY:

BEGINNING AT A POINT ON THE NORTH BOUNDARY OF THE OLD RANCH ROAD RIGHT OF WAY CONVEYED BY WARRANTY DEED RECORDED AS ENTRY NO. 22432 IN BOOK K AT PAGE 31 IN THE SUMMIT COUNTY RECORDER'S OFFICE, AND POINT BEING NORTH 89 DEGREES 15 MINUTES 54 SECONDS EAST 3509.88 FEET ALONG THE SECTION LINE AND SOUTH 03 DEGREES 06 MINUTES 45 SECONDS EAST 1304.40 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89 DEGREES 31 MINUTES 11 SECONDS WEST 2087.46 FEET ALONG SAID NORTH BOUNDARY TO THE PROPOSED EAST RIGHT OF WAY OF UTAH STATE HIGHWAY 224 PROJECT NO. 060(2); THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS WEST 40.72 FEET ALONG SAID EAST LINE 63 FEET EASTERLY FROM THE CENTER LINE OF SAID PROJECT TO THE NORTH RIGHT OF WAY FENCE OF OLD RANCH ROAD; THENCE SOUTH 89 DEGREES 41 MINUTES 56 SECONDS EAST 2086.79 FEET ALONG SAID NORTH RIGHT OF WAY FENCE TO A POINT BEING 2 RODS WEST OF THE WEST RIGHT OF WAY OF THE DENVER & RIO GRANDE WESTERN RAILROAD COMPANY; THENCE SOUTH 03 DEGREES 06 MINUTES 45 SECONDS EAST 12.28 FEET, PARALLEL WITH SAID WEST RIGHT OF WAY TO POINT OF BEGINNING.

00498635 BR0115 P000700

U.D.O.T. PARCEL 060:22:

BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT, 309. WHICH POINT IS NORTH 89 DEGREES 15 MINUTES 54 SECONDS EAST 1434.75 FEET AND SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 1326.80 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 89 DEGREES 15 MINUTES 54 SECONDS EAST 53.00 FEET ALONG THE NORTH BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 63.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE

541 mg 831



EXHIBIT "A"

Order Number: 1130

Commitment Number: C-1601-186237

CENTER LINE OF SAID PROJECT; THENCE SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 574.75 FEET ALONG A LINE PARALLEL TO SAID CENTER LINE; THENCE SOUTH 89 DEGREES 59 MINUTES 43 SECONDS WEST 53.00 FEET TO THE WEST BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS WEST 574.08 FEET ALONG SAID WEST BOUNDARY LINE TO THE POINT BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

ALSO  
U.D.O.T. PARCEL 060:22 CONTINUED:

BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS NORTH 89 DEGREES 15 MINUTES 54 SECONDS EAST 1434.75 FEET AND SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 440.01 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 89 DEGREES 31 MINUTES 11 SECONDS EAST 53.00 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 63.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CENTER LINE OF SAID PROJECT; THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS WEST 187.82 FEET ALONG A LINE PARALLEL TO SAID CENTER LINE, TO A NORTH BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 89 DEGREES 59 MINUTES 43 SECONDS WEST 53.00 FEET ALONG SAID NORTH BOUNDARY LINE TO THE WEST BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 188.26 FEET ALONG SAID WEST BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

500 541 832

Recorded at Request of \_\_\_\_\_  
at \_\_\_\_\_ M. Fee Paid \$ \_\_\_\_\_  
by \_\_\_\_\_ P.O. BOX 680963, Dep. Book \_\_\_\_\_ Page \_\_\_\_\_ Ref.: \_\_\_\_\_  
1910 Prospector Ave., Suite 300, Park City, Utah 84068  
Mail tax notice to Summit Water Distr. Co. Address \_\_\_\_\_

**WARRANTY DEED**  
(Special)

Robert L. Cook as general partner for Juniata Limited grantor  
of Reston, County of Fairfax, State of Virginia hereby  
CONVEY AND WARRANT against all claiming by, through or under  
to Summit Water Distribution Company, a Utah Non-Profit Corporation grantee  
of Summit County, State of Utah for the sum of  
Ten and 00/100 DOLLARS,  
the following described ~~XXXXXX~~ water rights in Summit County,  
State of Utah:

Fifty-one and 89/100 percent (51.89%) of Award No. 412 of the "Weber River Decree" (Plain City Irrigation Company v. Looper Irrigation Company, et al. filed in the District Court of the Second Judicial District of the State of Utah in and for Weber County, Civil No. 7487) but excluding therefrom that portion of said right No. 412 covering the right to the year round use of the waters of Spring Creek Springs for domestic purposes. Under said Weber River Decree, the point of diversion is located in Section 31, T1S, R4E, SLB&M with places of use located in Section 30 and 31, T1S, R4E, SLB&M.

RECORDED  
355025  
Summit Water Distr. Co.  
92 MAR - 11 AM 1991  
At \_\_\_\_\_  
SUMMIT COUNTY, UTAH  
MP

WITNESS, the hand of said grantor, this 3rd day of September, A. D. 1991

Signed in the Presence of  
[Signature]  
Robert L. Cook  
General Partner for Juniata Limited  
A Utah Limited Partnership

STATE OF UTAH,  
County of \_\_\_\_\_

ss. 100-649-112 00498635 800115 F  
17 752

On the 3rd day of September, A. D. 1991,  
personally appeared before me Robert L. Cook, general partner Juniata  
a Utah limited partnership,  
of the within instrument, who duly acknowledged to me that he executed the



Mary S. Delaney  
Notary Public  
Residing in Reston, Virginia

Recorded at Request of COALITION TITLE  
at \_\_\_\_\_ M. Fee Paid \$ \_\_\_\_\_ 92 JUL -7 PH12:45  
by \_\_\_\_\_ Dep. Book \_\_\_\_\_ Page \_\_\_\_\_ Ref.: \_\_\_\_\_

Mail tax notice to: Summit Water Distribution Company, Address: P.O. Box 680963, 1910 Prospect Avenue, Suite 300, Park City, Utah 84068.

### QUIT-CLAIM DEED

ROBERT E. COOK, a general partner for Juniata Limited Partnership, a Utah Limited Partnership,  
Grantor,  
of Reston, County of Fairfax, State of Virginia, hereby  
QUIT-CLAIM to SUMMIT WATER DISTRIBUTION COMPANY,

of Summit County, State of Utah,  
-----TEN and 00/100-----  
the following described water rights in Summit County, State of Utah:

Grantee  
for the sum of  
DOLLARS,

Fifty-one and 89/100 percent (51.89%) of Award No. 412 of the "Weber River Decree" (Plain City Irrigation Company v. Hooper Irrigation Company, et al., filed in the District Court of the Second Judicial District of the State of Utah in and for Weber County, Civil No. 7487) but excluding therefrom that portion of said right No. 412 covering the right to the year round use of the waters of Spring Creek Springs for domestic purposes. Under said Weber River Decree, the point of diversion is located in Section 31, T1S, R4E, SLB&M with places of use located in Section 30 and 31, T1S, R4E, SLB&M.

WITNESS the hand of said grantor, this 1<sup>st</sup> day of July, A.D. one thousand nine hundred and ninety-two.

Signed in the presence of:

JUNIATA LIMITED PARTNERSHIP,  
By: \_\_\_\_\_  
Robert E. Cook, as general partner  
for Juniata Limited Partnership,  
a Utah Limited Partnership

Mary S. Dolyns

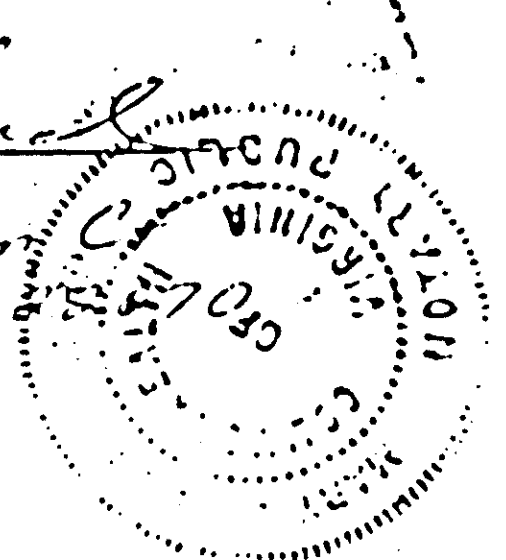
00498635 840115 0073

STATE OF VIRGINIA      )  
                                      :SS  
COUNTY OF FAIRFAX    )

BOOK 671 PAGE 444

On the 1<sup>st</sup> day of July, A.D. one thousand nine hundred and ninety-two personally appeared before me, ROBERT E. COOK, a general partner for Juniata Limited Partnership, a Utah Limited Partnership, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My commission expires: 4/30/96  
Notary Public  
Address: 12802 SERRANTON  
HERNDON VA



Recorded at Request of 361858  
COALITION TIME  
 at \_\_\_\_\_ M. Fee Paid \$ \_\_\_\_\_ 92 JUL -7 PM 12:45  
 by \_\_\_\_\_ Dep. Book \_\_\_\_\_ ALAN SHERIDGSS  
 SUMMIT Page 700 RECORDER Ref.: \_\_\_\_\_  
 Mail tax notice to: Summit Water Distribution Company, Address: P.O. Box 680963, 1910  
 Prospector Avenue, Suite 300, Park City, Utah 84068.

**QUIT-CLAIM DEED**

ROBERT E. COOK, an individual, Grantor  
 of Reston, County of Fairfax, State of Virginia, hereby  
 QUIT-CLAIM to SUMMIT WATER DISTRIBUTION COMPANY,

of Summit County, State of Utah, Grantee  
 -----TEN and 00/100----- for the sum of  
 the following described water rights in Summit County, State of Utah: DOLLARS,

Fifty-one and 89/100 percent (51.89%) of Award No. 412 of the "Weber River Decree" (Plain City Irrigation Company v. Hooper Irrigation Company, et al., filed in the District Court of the Second Judicial District of the State of Utah in and for Weber County, Civil No. 7487) but excluding therefrom that portion of said right No. 412 covering the right to the year round use of the waters of Spring Creek Springs for domestic purposes. Under said Weber River Decree, the point of diversion is located in Section 31, T1S, R4E, SLB&M with places of use located in Section 30 and 31, T1S, R4E, SLB&M.

WITNESS the hand of said grantor, this 1st day of July, A.D. one thousand nine hundred and ninety-two.

Signed in the presence of: GRANTOR:  
Mary J. Dolyns Robert E. Cook

STATE OF VIRGINIA )  
 ) ss ) 00498635 820115 P 1754  
 COUNTY OF FAIRFAX )

On the 1st day of July, A.D. one thousand nine hundred and ninety-two personally appeared before me, ROBERT E. COOK, an individual, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Mary Ellen Shepherd  
 Notary Public  
 My commission expires: 4/30/96 Address: 12902 SCRANTON  
HERNDON VA 22060

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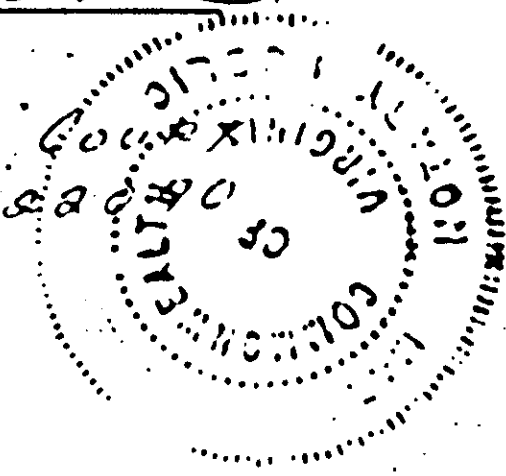


Exhibit 2

00498635 Bk01115 Pg00755

INDEXED: \_\_\_\_\_  
 GRANTOR: RL  
 GRANTEE: W  
 RELEASED: \_\_\_\_\_  
 ABSTRACTED: A 19  
 STAMPED: \$ 1 25 31 36

Entry No. 138192 Book M-94  
 RECORDED 10-18-78 at 10:15M Page 360-74  
 REQUEST of Prince, Yeates, Geldzahler  
 FEE 22.00 WANDA Y. SPRIGGS, SUMMIT CO. RECORDER  
 INDEXED \_\_\_\_\_ By Wanda Y. Spriggs  
 ASSIGNMENT ASSTRACT

MADE IN Salt Lake County, State of Utah, this 18th day of Oct, 1978.

For One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, RALPH WILLIAM WALLIN and MARIE WALLIN, his wife, of Salt Lake City, Utah, hereby assign, but without warranty, the right to make twenty-eight (28) domestic water connections to an existing pipeline system owned by the Park West Water Association, in accordance with and subject to the terms and conditions of a written contract agreement by and between the Wallins, Partnership Investments of Colorado, Inc., a Colorado corporation, and Park West Water Association, a Utah non-profit corporation, dated May 10, 1977, recorded June 1, 1977 as Entry No. 138192, in Book M-94, at pages 752 through 764, in the official records of the Summit County Recorder, under which the undersigned are entitled to make thirty (30) water connections to the existing pipeline system, to OLD RANCH PLACE ASSOCIATES, a Utah partnership.

The undersigned hereby reserve in and to themselves, the right to make two (2) water connections to the existing pipeline system of Park West Associates, in accordance with and subject to the terms and conditions of the above referenced contract, which is attached hereto and incorporated herein by reference as Appendix "I", and that the undersigned will retain

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00498635 Bk01115 Pg00756

all of their obligations and liabilities pursuant to the terms of said agreement, as to these two (2) connections only, and OLD RANCH PLACE ASSOCIATES will succeed to the undersigned's right to make the twenty-eight (28) connections, and will assume all of the undersigned's obligations under that agreement as to these twenty-eight (28) water connections.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this day and year first set forth above.

Ralph William Wallin  
Ralph William Wallin

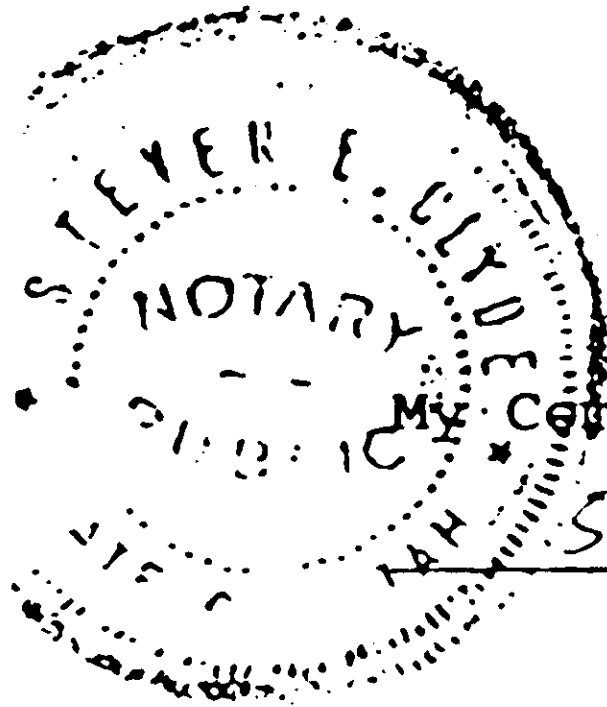
Marie Wallin  
Marie Wallin

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

I hereby certify that on this 2nd day of Oct, 1978, personally appeared before me RALPH WILLIAM WALLIN and MARIE WALLIN, his wife, the signers of the foregoing instrument who being first duly sworn, acknowledged to me that they executed the same.

00498635 Bk01115 Pg00757



Steven E. Dyke  
Notary Public  
Residing at: Salt Lake City

My Commission Expires: 5-11-80