

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

BILL OF SALE

(With Warranties)

Escrow No. 366-5542954 (slk)

Know All Men By These Presents:

that Beth Smith fka Beth R. Johnson, individually and as Sole Share Holder and President of Sherwood Water Company, the SELLER, for and in consideration of the sum of \$206,600.00 (Two Hundred Six Thousand Six Hundred Dollars) and other good and valuable consideration to First American Title Company, LLC in hand paid by City of Delta, a municipal corporation and political subdivision of the State of Utah, the BUYER, the receipt whereof is hereby acknowledged, have/s bargained, sold, assigned and transferred, and by these presents does bargain, sell, assign, and transfer unto said BUYER that certain personal property described as :

All items as per that certain Real Estate Purchase Contract dated March 25, 2013, including but not limited to the following:

1. Water Meters - approx 100 meters
2. 2.5" Transmission and Distribution System (Including all joints, fittings) - approx 22,000 feet
3. Supply Mains
 - a. 4" Main, including all joints, fittings, and valves - approx 1,950 feet
 - b. 6" Main, including all joints, fittings and valves - approx 1,300 feet
4. Overflow Reservoir
5. Power generation equipment including any and all pumps, equipment, and spare plumbing parts
6. Structure known as the "North Pump House" and related equipment
7. Structure known as the "South Pump House" and related equipment
8. Any and all water storage tanks

Return of Unused, Replaced, or Salvageable Personal Property

At the completion of the Project, Buyer shall return to Seller any items of personal property listed above that the Buyer has replaced or has determined is not necessary or beneficial to the Project or the continued operation and maintenance of the Project. This would expressly include any manually read water meters that are replaced with radio read water meters.

And the Seller upon consideration recited above warrants ownership of and good title to said property, the right to sell the same and that there are no liens, encumbrances or charges thereon or against the same and to defend the title and possession transferred to the Buyer against all lawful claims.

A.B.

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BS

In Witness Whereof, she has set her hand this 28 day of May, 2013.

Beth Smith

Beth Smith fka Beth R. Johnson, in her individual capacity

Sherwood Water Company

Beth Smith

Beth Smith, Sole Share Holder and President

READ AND APPROVED BY:
City of Delta

Gayle K. Bunker, Mayor

Gregory Jay Schafer, City Recorder

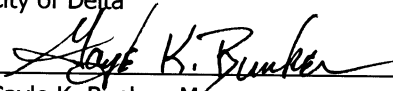
In Witness Whereof, she has set her hand this _____ day of May, 2013.

Sherwood Water Company

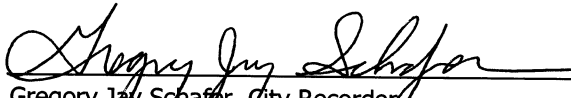
Beth Smith fka Beth R. Johnson, in her individual capacity _____
Beth Smith, Sole Share Holder and President

READ AND APPROVED BY:

City of Delta



Gayle K. Bunker, Mayor




Gregory Jay Schaffer, City Recorder



Recording Requested by:
First American Title Company, LLC
70 East Main Street
Delta, UT 84624
(435)864-3132

AFTER RECORDING RETURN TO:
City of Delta
76 North 200 West
Delta, UT 84624

00186071
B: 570 P: 061 Fee \$0.00 Page 1 of 2
Connie Hansen, Millard Recorder
NOV 07/19/2013 12:00:30 PM By FIRST AMERICAN TITLE INSUR



SPACE ABOVE THIS LINE (3 1/2" X 5") FOR RECORDER'S USE

WARRANTY DEED

Escrow No. **366-5542954 (slk)**
A.P.N.: **DO-SS-233**


Beth Smith fka Beth R. Johnson, Grantor, of **Delta, Millard** County, State of **UT**, hereby CONVEY AND WARRANT to

City of Delta, a municipal corporation and political subdivision of the State of Utah, Grantee, of **Delta, Millard** County, State of **UT**, for the sum of Ten Dollars and other good and valuable considerations the following described tract(s) of land in **Millard** County, State of **Utah**:

LOTS 233, 234, 241, 242, 307, 308, 311, 312, 313 AND 315 SHERWOOD SHORES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE MILLARD COUNTY RECORDER'S OFFICE. (DO-SS-233, DO-SS-234, DO-SS-241, DO-SS-242, DO-SS-307, DO-SS-308, DO-SS-311, DO-SS-312, DO-SS-313 AND DO-SS-315)

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year **2013** and thereafter.

Witness, the hand(s) of said Grantor(s), this **May 21**, **2013**.



Beth Smith

STATE OF Utah)
County of millard)ss.

On 5/21/13, before me, the undersigned Notary Public, personally appeared **Beth Smith**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: _____

[Signature]
Notary Public

00186071

B: 570 P: 062 Fee \$0.00
Connie Hansen, Millard Recorder Page 2 of 2
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