

Community Water Company  
P.O. Box 680033  
Park City, UT 84068

November 21, 2019

Utah Public Service Commission  
160 East 300 South  
Salt Lake City, UT 84111

**Re: Request for Exemption for Community Water Company**  
DOCKET NO. 18-098-01

Honorable Commissioners of the Utah Public Service Commission:

Community Water Company (the “**Company**”) hereby submits this Request for Exemption from Public Service Commission jurisdiction (the “**Application**”). The Company is pleased to report the County Council of Summit County, Utah, acting in its capacity as the governing authority of Mountain Regional Water Special Service District, approved and adopted Resolution No. MRW 2018-08 Annexing the Community Water Company Served Lands into the Boundaries of Mountain Regional Water Special Service District (“**MRSSD**”) and the Lieutenant Governor of the State of Utah issued a certificate of annexation, pursuant to Section 17D-1-403, Utah Code Annotated, 1953, as amended (the “**Annexation Certificate**”). A copy of the Annexation Certificate is attached hereto as **Exhibit A**. The Company has also entered into an Annexation and Asset Acquisition Agreement with MRSSD, a copy of which is enclosed herewith as **Exhibit B** (the “**Annexation Agreement**”).

The Company and MRSSD recently closed on the Annexation Agreement with MRSSD and as a result, the Company is no longer a “Public Utility” as defined by Utah Code § 54-2-1(21)(a) nor a “Water Corporation” as defined by Utah Code § 54-2-1(35). The definition of “Water Corporation” expressly excludes “towns, cities, counties, water conservancy districts, improvement districts, or other governmental units created or organized under any general or special law of this state.” *Id.* MRSSD is a special service governmental water district, formed in January of 2000 by the Summit County Council, pursuant to the Utah Special Service District Act, Title 17D, Chapter 1, et seq. Utah Code Ann., 1953, as amended to assist them in their goals to unify, repair, and upgrade many of the water systems in western Summit County.

In connection with the Annexation, MRSSD has received approval from the Division of Drinking Water for a loan to cover the costs of many of the system improvements that have plagued the Community Water system for years, which will ensure a long-term sustainable and reliable source of water for the former Community Water customers.

Request for Exemption  
November 18, 2019  
Page 2 of 4

The annexation of the Company's lands, assets and customers into MRSSD is the culmination of the joint effort of the Company, its customers, MRSSD, and the Utah Division of Public Utilities. With the full support of all interested parties, and based upon the above and enclosed information, the Company hereby respectfully requests the Public Service Commission issue an Order of Exemption to the Company to be effective immediately.

The Company thanks the Division of Public Utilities for its assistance and efforts over the last several years in assisting the Company to achieve this important result for the former customers of the Company.

For any questions or follow up on this matter please contact Emily Lewis, [EEL@clydesnow.com](mailto:EEL@clydesnow.com) 801-322-2516.

Sincerely,

Justin Atwater  
on Behalf of Community Water  
[jatwater@tc-fc.com](mailto:jatwater@tc-fc.com)

cc: Community Water Company  
Utah Division of Public Utilities

Request for Exemption  
November 18, 2019  
Page 3 of 4

**EXHIBIT A**  
**ANNEXATION CERTIFICATE**

**[SEE ATTACHED]**



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT, dated May 30<sup>th</sup>, 2018, complying with Section 17D-1-403, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT located in Summit County, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 6<sup>th</sup> day of July, 2018 at Salt Lake City, Utah.

A handwritten signature in black ink, appearing to read "Spencer J. Cox".

SPENCER J. COX  
Lieutenant Governor



Notice of Impending Boundary Action

Pursuant to Utah Code Annotated §67-1a-6.5, the County Council of Summit County hereby provides the Lieutenant Governor's Office with written notice of an impending boundary action that effects Summit County and the Mountain Regional Water Special Service District.

The Summit County Council seeks a certificate of annexation as it relates to the Mountain Regional Water Special Service District. On May 30, 2018, the Summit County Council adopted Resolution 2018-08 MRW, to annex certain property into the boundaries of the District. The property that was annexed into the District is described in Exhibit A to Resolution 2018-08.

The Summit County Council hereby certifies that the attached constitutes a true and correct copy of the Resolution annexing territory into the boundaries of the Mountain Regional Water Special Service District as well as the final local entity plat. The Summit County Council further certifies that all the requirements for the annexation of territory into the boundaries of the Mountain Regional Water Special Service District have been complied with pursuant to Utah Code Annotated §17D-1-101 et. seq.



CHAIRPERSON OF THE SUMMIT COUNTY COUNCIL

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County this 22nd day of June, 2018.

  
COUNTY CLERK



**RESOLUTION NO. MRW 2018-08**

**A RESOLUTION ANNEXING CERTAIN REAL PROPERTY  
INTO THE BOUNDARIES OF  
MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT  
(Community Water Company Served Lands)**

**WHEREAS**, as set forth in the Utah Special Service District Act, Title 17D, Chapter 1, et seq. Utah Code Ann., 1953, as amended (the "*Act*"), with all statutory references herein being to the Act unless otherwise stated, the County Council of Summit County, Utah (the "*Council*"), having created the Mountain Regional Water Special Service District (the "*District*"), and acting in its capacity as the governing authority of the District, and pursuant to §17D-1-401 of the Act, has authority to annex property into the legal boundaries of the District; and

**WHEREAS**, on February 14, 2018, the Council adopted Resolution No. 2018-01, *A Resolution Initiating Proceedings Related to the Annexation of Certain Real Property into the Boundaries of the Mountain Regional Special Service District (Community Water Company Service Area Annexation)*, initiating the proceedings necessary for the annexation of the property described therein (the "*Annexation Property*"); and

**WHEREAS**, pursuant to notice of the proposed annexation, the date, time and place of a public hearing thereon, and the right to protest the same in conformance with the requirements of the Act, including, in addition thereto, individual written notice of the same having been given by Community Water Company to each property owner within the area proposed to be annexed as requested by the Council; the Council, on March 28, 2018, convened a public hearing on the proposed annexation at which the Council gave full consideration to each interested person desiring to be heard concerning the proposed annexation; and

**WHEREAS**, the statutory period for the filing of protests having passed and no written protests against the annexation having been received by the Council; and

**WHEREAS**, the District and Community Water Company LP, a Delaware limited partnership, the existing water service provider to the properties proposed to be annexed ("*CWC*"), have entered into an *Annexation and Asset Acquisition Agreement (Community Water Company Service Area)*, which sets forth the terms, conditions, procedures and time parameters pursuant to which the assets of CWC shall be transferred to

and acquired by the District, and municipal water service shall be provided by the District to CWC customers, subject, among other things, to be the successful annexation of the Annexation Property, upon which CWC would be dissolved, as provided in said agreement (the "*Annexation Agreement*"); and

**WHEREAS**, the Council has found and determined that:

(1) all proceedings relating to the annexation of the Annexation Property into the District have been in conformance with the requirements of the Act;

(2) the District has system capacity sufficient to provide municipal water service to the Annexation Property and is willing to provide municipal water service to the Annexation Property;

(3) the Annexation Property will be benefitted by its inclusion into and receiving municipal water service provided by the District; and

(4) subject to the terms and conditions of the Annexation Agreement, the annexation of the Annexation Property into the boundaries of the District is in the best interest of the public.

**NOW, THEREFORE**, be it hereby resolved by the Council as follows:

**SECTION 1. ANNEXATION.** The annexation of the real property referred to herein as the Annexation Property, being hereinafter more particularly described in EXHIBIT "A" hereto, is approved and, subject to all proper filings with the office of the Lt. Governor as required by the Act, said property is hereby annexed into the boundaries Mountain Regional Water Special Service District. An Annexation Final Local Entity Plat for the above-described Property is attached as EXHIBIT "B" hereto and incorporated by reference herein.

**SECTION 2. EFFECT OF ANNEXATION.** The Annexation Property hereby annexed shall be governed by and become an integral part of the District. Pursuant to this annexation, the owners of the Annexation Property shall be entitled to receive all of the benefits of commodities, facilities and services provided by the District, and shall be subject to all rights, powers and authority vested in the District as set forth in the Act, including, without limitation, the right, power and authority of the District to promulgate rules and regulations for the operation of the District; to levy ad valorem property taxes on the Annexation Property; to provide municipal water services; and to impose fees and charges as shall be necessary to pay for all or part

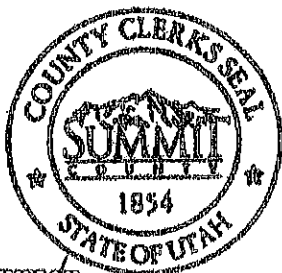
of the commodities, facilities and services to be provided to the Annexation Property by the District and for payment of the District's bonds and other obligations; all subject to compliance with the District's lawfully adopted rules, regulations and policies.

**SECTION 3. INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals hereinabove set forth and all Exhibits hereto are incorporated into this Resolution and made a part hereof as though fully set forth herein.

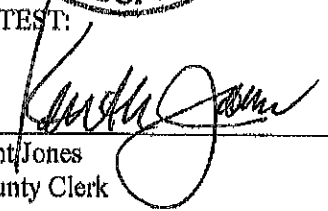
**SECTION 4. DIRECTION.** All officers and employees of the District are hereby directed to take such action as shall be required pursuant to the Act and otherwise, as necessary and appropriate, to effectuate the provisions of this Resolution and the intent expressed herein.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its approval and adoption by the Council.


APPROVED AND ADOPTED this 30<sup>th</sup> day of May, 2018.



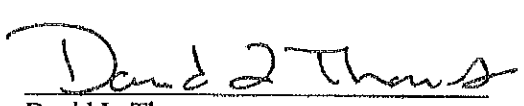
ATTEST:

  
Kent Jones  
County Clerk

COUNTY COUNCIL OF SUMMIT COUNTY, UTAH,  
acting in its capacity as the governing authority of  
Mountain Regional Water Special Service District

  
Kim Carlson  
Council Chair

APPROVED AS TO FORM:

  
David L. Thomas  
Chief Civil Deputy

**EXHIBIT "A"**  
**(LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED)**

**Property I. Red Pine Chalets Condo Phases 1 through 4, consisting of Buildings A through Z described as follows:**

<u>Tax Parcel ID No.</u>	<u>Summit County Tax Account #</u>	<u>Property Address</u>
RP-A-1	0188403	2025 Canyons Resort Dr., #A-1
RP-A-2	0188411	2025 Canyons Resort Dr., #A-2
RP-A-3	0188429	2025 Canyons Resort Dr., #A-3
RP-A-4	0188437	2025 Canyons Resort Dr., #A-4
RP-A-5	0188445	2025 Canyons Resort Dr., #A-5
RP-A-6	0188452	2025 Canyons Resort Dr., #A-6
RP-A-7	0188460	2025 Canyons Resort Dr., #A-7
RP-A-8	0188478	2025 Canyons Resort Dr., #A-8
RP-B-1	0188486	2025 Canyons Resort Dr., #B-1
RP-B-2	0188494	2025 Canyons Resort Dr., #B-2
RP-B-3	0188502	2025 Canyons Resort Dr., #B-3
RP-B-4	0188510	2025 Canyons Resort Dr., #B-4
RP-B-5	0188528	2025 Canyons Resort Dr., #B-5
RP-B-6	0188536	2025 Canyons Resort Dr., #B-6
RP-B-7	0188544	2025 Canyons Resort Dr., #B-7
RP-B-8	0188551	2025 Canyons Resort Dr., #B-8
RP-C-1	0188569	2025 Canyons Resort Dr., #C-1
RP-C-2	0188577	2025 Canyons Resort Dr., #C-2
RP-C-3	0188585	2025 Canyons Resort Dr., #C-3
RP-C-4	0188593	2025 Canyons Resort Dr., #C-4
RP-C-5	0188601	2025 Canyons Resort Dr., #C-5
RP-C-6	0188619	2025 Canyons Resort Dr., #C-6
RP-C-7	0188627	2025 Canyons Resort Dr., #C-7
RP-C-8	0188635	2025 Canyons Resort Dr., #C-8
RP-D-1	0188643	2025 Canyons Resort Dr., #D-1
RP-D-2	0188650	2025 Canyons Resort Dr., #D-2
RP-D-3	0188668	2025 Canyons Resort Dr., #D-3
RP-D-4	0188676	2025 Canyons Resort Dr., #D-4
RP-D-5	0188684	2025 Canyons Resort Dr., #D-5
RP-D-6	0188692	2025 Canyons Resort Dr., #D-6
RP-D-7	0188700	2025 Canyons Resort Dr., #D-7
RP-D-8	0188718	2025 Canyons Resort Dr., #D-8
RP-E-1	0188726	2025 Canyons Resort Dr., #E-1
RP-E-2	0188734	2025 Canyons Resort Dr., #E-2
RP-E-3	0188742	2025 Canyons Resort Dr., #E-3
RP-E-4	0188759	2025 Canyons Resort Dr., #E-4
RP-E-5	0188767	2025 Canyons Resort Dr., #E-5

RP-E-6	0188775	2025 Canyons Resort Dr., #E-6
RP-E-7	0188783	2025 Canyons Resort Dr., #E-7
RP-E-8	0188791	2025 Canyons Resort Dr., #E-8
RP-F-1	0188809	2025 Canyons Resort Dr., #F-1
RP-F-2	0188817	2025 Canyons Resort Dr., #F-2
RP-F-3	0188825	2025 Canyons Resort Dr., #F-3
RP-F-4	0188833	2025 Canyons Resort Dr., #F-4
RP-F-5	0188841	2025 Canyons Resort Dr., #F-5
RP-F-6	0188858	2025 Canyons Resort Dr., #F-6
RP-F-7	0188866	2025 Canyons Resort Dr., #F-7
RP-F-8	0188874	2025 Canyons Resort Dr., #F-8
RP-G-1	0188882	2025 Canyons Resort Dr., #G-1
RP-G-2	0188890	2025 Canyons Resort Dr., #G-2
RP-G-3	0188908	2025 Canyons Resort Dr., #G-3
RP-G-4	0188916	2025 Canyons Resort Dr., #G-4
RP-G-5	0188924	2025 Canyons Resort Dr., #G-5
RP-G-6	0188932	2025 Canyons Resort Dr., #G-6
RP-G-7	0188940	2025 Canyons Resort Dr., #G-7
RP-G-8	0188957	2025 Canyons Resort Dr., #G-8
RP-H-1	0188965	2025 Canyons Resort Dr., #H-1
RP-H-2	0188973	2025 Canyons Resort Dr., #H-2
RP-H-3	0188981	2025 Canyons Resort Dr., #H-3
RP-H-4	0188999	2025 Canyons Resort Dr., #H-4
RP-H-5	0189005	2025 Canyons Resort Dr., #H-5
RP-H-6	0189013	2025 Canyons Resort Dr., #H-6
RP-H-7	0189021	2025 Canyons Resort Dr., #H-7
RP-H-8	0189039	2025 Canyons Resort Dr., #H-8
RP-I-1	0189047	2025 Canyons Resort Dr., #I-1
RP-I-2	0189054	2025 Canyons Resort Dr., #I-2
RP-I-3	0189062	2025 Canyons Resort Dr., #I-3
RP-I-4	0189070	2025 Canyons Resort Dr., #I-4
RP-I-5	0189088	2025 Canyons Resort Dr., #I-5
RP-I-6	0189096	2025 Canyons Resort Dr., #I-6
RP-I-7	0189104	2025 Canyons Resort Dr., #I-7
RP-I-8	0189112	2025 Canyons Resort Dr., #I-8
RP-J-1	0189120	2025 Canyons Resort Dr., #J-1
RP-J-2	0189138	2025 Canyons Resort Dr., #J-2
RP-J-3	0189146	2025 Canyons Resort Dr., #J-3
RP-J-4	0189153	2025 Canyons Resort Dr., #J-4
RP-J-5	0189161	2025 Canyons Resort Dr., #J-5
RP-J-6	0189179	2025 Canyons Resort Dr., #J-6
RP-J-7	0189187	2025 Canyons Resort Dr., #J-7
RP-J-8	0189195	2025 Canyons Resort Dr., #J-8

RP-2-N-1	0189203	2025 Canyons Resort Dr., #N-1
RP-2-N-2	0189211	2025 Canyons Resort Dr., #N-2
RP-2-N-3	0189229	2025 Canyons Resort Dr., #N-3
RP-2-N-4	0189237	2025 Canyons Resort Dr., #N-4
RP-2-N-5	0189245	2025 Canyons Resort Dr., #N-5
RP-2-N-6	0189252	2025 Canyons Resort Dr., #N-6
RP-2-N-7	0189260	2025 Canyons Resort Dr., #N-7
RP-2-N-8	0189278	2025 Canyons Resort Dr., #N-8
RP-2-O-1	0189286	2025 Canyons Resort Dr., #O-1
RP-2-O-2	0189294	2025 Canyons Resort Dr., #O-2
RP-2-O-3	0189302	2025 Canyons Resort Dr., #O-3
RP-2-O-4	0189310	2025 Canyons Resort Dr., #O-4
RP-2-O-5	0189328	2025 Canyons Resort Dr., #O-5
RP-2-O-6	0189336	2025 Canyons Resort Dr., #O-6
RP-2-O-7	0189344	2025 Canyons Resort Dr., #O-7
RP-2-O-8	0189351	2025 Canyons Resort Dr., #O-8
RP-2-P-1	0189369	2025 Canyons Resort Dr., #P-1
RP-2-P-2	0189377	2025 Canyons Resort Dr., #P-2
RP-2-P-3	0189385	2025 Canyons Resort Dr., #P-3
RP-2-P-4	0189393	2025 Canyons Resort Dr., #P-4
RP-2-P-5	0189401	2025 Canyons Resort Dr., #P-5
RP-2-P-6	0189419	2025 Canyons Resort Dr., #P-6
RP-2-P-7	0189427	2025 Canyons Resort Dr., #P-7
RP-2-P-8	0189435	2025 Canyons Resort Dr., #P-8
RP-2-Q-1	0189443	2025 Canyons Resort Dr., #Q-1
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RP-2-Q-3	0189468	2025 Canyons Resort Dr., #Q-3
RP-2-Q-4	0189476	2025 Canyons Resort Dr., #Q-4
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RP-2-Q-7	0189500	2025 Canyons Resort Dr., #Q-7
RP-2-Q-8	0189518	2025 Canyons Resort Dr., #Q-8
RP-2-R-1	0189526	2025 Canyons Resort Dr., #R-1
RP-2-R-2	0189534	2025 Canyons Resort Dr., #R-2
RP-2-R-3	0189542	2025 Canyons Resort Dr., #R-3
RP-2-R-4	0189559	2025 Canyons Resort Dr., #R-4
RP-2-R-5	0189567	2025 Canyons Resort Dr., #R-5
RP-2-R-6	0189575	2025 Canyons Resort Dr., #R-6
RP-2-R-7	0189583	2025 Canyons Resort Dr., #R-7
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RP-2-S-1	0189609	2025 Canyons Resort Dr., #S-1
RP-2-S-2	0189617	2025 Canyons Resort Dr., #S-2
RP-2-S-3	0189625	2025 Canyons Resort Dr., #S-3

RP-2-S-4	0189633	2025 Canyons Resort Dr., #S-4
RP-2-S-5	0189641	2025 Canyons Resort Dr., #S-5
RP-2-S-6	0189658	2025 Canyons Resort Dr., #S-6
RP-2-S-7	0189666	2025 Canyons Resort Dr., #S-7
RP-2-S-8	0189674	2025 Canyons Resort Dr., #S-8
RP-2-T-1	0189682	2025 Canyons Resort Dr., #T-1
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RP-2-T-3	0189708	2025 Canyons Resort Dr., #T-3
RP-2-T-4	0189716	2025 Canyons Resort Dr., #T-4
RP-2-T-5	0189724	2025 Canyons Resort Dr., #T-5
RP-2-T-6	0189732	2025 Canyons Resort Dr., #T-6
RP-2-T-7	0189740	2025 Canyons Resort Dr., #T-7
RP-2-T-8	0189757	2025 Canyons Resort Dr., #T-8
RP-3-U-1	0189765	2025 Canyons Resort Dr., #U-1
RP-3-U-2	0189773	2025 Canyons Resort Dr., #U-2
RP-3-U-3	0189781	2025 Canyons Resort Dr., #U-3
RP-3-U-4	0189799	2025 Canyons Resort Dr., #U-4
RP-3-U-5	0189807	2025 Canyons Resort Dr., #U-5
RP-3-U-6	0189815	2025 Canyons Resort Dr., #U-6
RP-3-U-7	0189823	2025 Canyons Resort Dr., #U-7
RP-3-U-8	0189831	2025 Canyons Resort Dr., #U-8
RP-3-V-1	0189849	2025 Canyons Resort Dr., #V-1
RP-3-V-2	0189856	2025 Canyons Resort Dr., #V-2
RP-3-V-3	0189864	2025 Canyons Resort Dr., #V-3
RP-3-V-4	0189872	2025 Canyons Resort Dr., #V-4
RP-3-V-5	0189880	2025 Canyons Resort Dr., #V-5
RP-3-V-6	0189898	2025 Canyons Resort Dr., #V-6
RP-3-V-7	0189906	2025 Canyons Resort Dr., #V-7
RP-3-V-8	0189914	2025 Canyons Resort Dr., #V-8
RP-3-W-1	0189922	2025 Canyons Resort Dr., #W-1
RP-3-W-2	0189930	2025 Canyons Resort Dr., #W-2
RP-3-W-3	0189948	2025 Canyons Resort Dr., #W-3
RP-3-W-4	0189955	2025 Canyons Resort Dr., #W-4
RP-3-W-5	0189963	2025 Canyons Resort Dr., #W-5
RP-3-W-6	0189971	2025 Canyons Resort Dr., #W-6
RP-3-W-7	0189989	2025 Canyons Resort Dr., #W-7
RP-3-W-8	0189997	2025 Canyons Resort Dr., #W-8
RP-3-X-1	0190003	2025 Canyons Resort Dr., #X-1
RP-3-X-2	0190011	2025 Canyons Resort Dr., #X-2
RP-3-X-3	0190029	2025 Canyons Resort Dr., #X-3
RP-3-X-4	190037	2025 Canyons Resort Dr., #X-4
RP-3-X-5	190045	2025 Canyons Resort Dr., #X-5
RP-3-X-6	190052	2025 Canyons Resort Dr., #X-6



RP-3-X-7	190060	2025 Canyons Resort Dr., #X-7
RP-3-X-8	190078	2025 Canyons Resort Dr., #X-8
RP-3-Y-1	190086	2025 Canyons Resort Dr., #Y-1
RP-3-Y-2	190094	2025 Canyons Resort Dr., #Y-2
RP-3-Y-3	190102	2025 Canyons Resort Dr., #Y-3
RP-3-Y-4	190110	2025 Canyons Resort Dr., #Y-4
RP-3-Y-5	190128	2025 Canyons Resort Dr., #Y-5
RP-3-Y-6	190136	2025 Canyons Resort Dr., #Y-6
RP-3-Y-7	190144	2025 Canyons Resort Dr., #Y-7
RP-3-Y-8	190151	2025 Canyons Resort Dr., #Y-8
PR-3-Z-1	190169	2025 Canyons Resort Dr., #Z-1
RP-3-Z-2	190177	2025 Canyons Resort Dr., #Z-2
PR-3-Z-3	190185	2025 Canyons Resort Dr., #Z-3
RP-3-Z-4	190193	2025 Canyons Resort Dr., #Z-4
PR-3-Z-5	190201	2025 Canyons Resort Dr., #Z-5
RP-3-Z-6	190219	2025 Canyons Resort Dr., #Z-6
PR-3-Z-7	190227	2025 Canyons Resort Dr., #Z-7
RP-3-Z-8	190235	2025 Canyons Resort Dr., #Z-8
RP-4-K-1	206254	2025 Canyons Resort Dr., #K-1
RP-4-K-2	206262	2025 Canyons Resort Dr., #K-2
RP-4-K-3	206270	2025 Canyons Resort Dr., #K-3
RP-4-K-4	206288	2025 Canyons Resort Dr., #K-4
RP-4-K-5	206296	2025 Canyons Resort Dr., #K-5
RP-4-K-6	206304	2025 Canyons Resort Dr., #K-6
RP-4-K-7	206312	2025 Canyons Resort Dr., #K-7
RP-4-K-8	206320	2025 Canyons Resort Dr., #K-8
RP-4-L-1	206338	2025 Canyons Resort Dr., #L-1
RP-4-L-2	206346	2025 Canyons Resort Dr., #L-2
RP-4-L-3	206353	2025 Canyons Resort Dr., #L-3
RP-4-L-4	206361	2025 Canyons Resort Dr., #L-4
RP-4-L-5	206379	2025 Canyons Resort Dr., #L-5
RP-4-L-6	206387	2025 Canyons Resort Dr., #L-6
RP-4-L-7	206395	2025 Canyons Resort Dr., #L-7
RP-4-L-8	206403	2025 Canyons Resort Dr., #L-8

The following common area parcels:

PP-75-M	0054332	PO Box 680526
PP-75-1	0198683	PO Box 680526
PP-75-2	0250906	PO Box 680526
PP-75-A-7	0220537	PO Box 680526
PP-75-75-A	0054340	PO Box 680033

Property II. Red Pine Townhouses Condominium Units described as follows:

<u>Tax Parcel ID No.</u>	<u>Summit County Tax Account #</u>	<u>Property Address</u>
RP-T-10	0212138	2149 W. Apache TRL # 10
RP-T-11	0212146	2148 W. Apache TRL # 11
RP-T-12	0212153	2148 W. Apache TRL # 12
RP-T-13	0212161	2148 W. Apache TRL # 13
RP-T-14	0212179	2149 W. Apache TRL # 14
RP-T-15	0212187	2148 W. Apache TRL # 15
RP-T-16	0212195	2149 W. Apache TRL # 16
RP-T-17	0212203	2148 W. Apache TRL # 17
RP-T-18	0212211	2149 W. Apache TRL # 18
RP-T-19	0212229	2144 W. Apache TRL # 19
RP-T-20	0212237	2105 W. Apache TRL # 20
RP-T-21	0212245	2144 W. Apache TRL # 21
RP-T-22	0212252	2105 W. Apache TRL # 22
RP-T-23	0212260	2144 W. Apache TRL #23
RP-T-24	0212278	2105 W. Apache TRL # 24
RP-T-25	0212286	2144 W. Apache TRL # 25
RP-T-26	0212294	2105 W. Apache TRL # 26
RP-T-27	0212302	2144 W. Apache TRL # 27
RP-T-30	0212310	2143 W. Comanche TRL #30
RP-T-32	0212328	2143 W. Comanche TRL #32
RP-T-33	0212336	2410 W. Comanche TRL #33
RP-T-34	0212344	2143 W. Comanche TRL #34
RP-T-35	0212351	2140 W. Comanche TRL #35
RP-T-36	0212369	2143 W. Comanche TRL#36
RP-T-37	0212377	2140 W. Comanche TRL#37
RP-T-38	0212385	2143 W. Comanche TRL#38
RP-T-39	0212393	2140 W. Comanche TRL#39
RP-T-40	0212401	2109 W. Comanche TRL#40
RP-T-41	0212419	2140 W. Comanche TRL#41
RP-T-42	0212427	2109 W. Comanche TRL#42
RP-T-44	0212435	2109 W. Comanche TRL#44
RP-T-45	0212443	2110 W. Comanche TRL#45
RP-T-46	0212450	2109 W. Comanche TRL#46
RP-T-47	0212468	2110 W. Comanche TRL#47
RP-T-48	0212476	2109 W. Comanche TRL#48
RP-T-49	0212484	2110 W. Comanche TRL#49
RP-T-51	0212492	2110 W. Comanche TRL#51
RP-T-53	0212500	2110 W. Comanche TRL#53
RP-T-55	0212518	2110 W. Comanche TRL#55

RP-T-61	0212526	3661 N Nanajo TRL#61
RP-T-62	0212534	3662 N Nanajo TRL#62
RP-T-63	0212542	3661 N Nanajo TRL#63
RP-T-64	0212559	3662 N Nanajo TRL#64
RP-T-65	0212567	3661 N Nanajo TRL#65
RP-T-66	0212575	3662 N Nanajo TRL#66
RP-T-67	0212583	3661 N Nanajo TRL#67
RP-T-68	0212591	3662 N Nanajo TRL#68
RP-T-69	0212609	3661 N Nanajo TRL#69
RP-T-70	0212617	3710 N Nanajo TRL#70
RP-T-72	0212625	3710 N Nanajo TRL#72
RP-T-74	0212633	3710 N Nanajo TRL#74
RP-T-76	0212641	3710 N Nanajo TRL#76
RP-T-80	0212658	3754 N Nanajo TRL#80
RP-T-82	0212666	3754 N Nanajo TRL#82
RP-T-84	0212674	3754 N Nanajo TRL#84
RP-T-86	0212682	3754 N Nanajo TRL#86
RP-T-90	0212690	3796 N Nanajo TRL#90
RP-T-92	0212708	3796 N Nanajo TRL#92
PR-T-94	0212716	3796 N Nanajo TRL#94
RP-T-96	0212724	3796 N Nanajo TRL#96

Property III. Park West Condominiums described as follows:

<u>Tax Parcel ID No.</u>	<u>Summit County Tax Account #</u>	<u>Property Address</u>
PT-1-A	0055180	2100 Canyons Resort Dr #1-A
PT-1-B	0055198	2100 Canyons Resort Dr #1-B
PT-1-C	0055206	2100 Canyons Resort Dr #1-C
PT-1-D	0055214	2100 Canyons Resort Dr #1-D
PT-10-A	0055222	2100 Canyons Resort Dr #10-A
PT-10-B-1	0055230	2100 Canyons Resort Dr #10-B
PT-10-B-2	0055248	2100 Canyons Resort Dr #10-B-2
PT-11-A	0055255	2100 Canyons Resort Dr #11-A
PT-11-B	0055263	2100 Canyons Resort Dr #11-B
PT-11-C	0055271	2100 Canyons Resort Dr #11-C
PT-11-D	0055289	2100 Canyons Resort Dr #11 D
PT-12-A-1	0055297	2100 Canyons Resort Dr #12-A1
PT-12-A-2	0055305	2100 Canyons Resort Dr #12-A2
PT-12-B-1	0055313	2100 Canyons Resort Dr #12-B1
PT-12-B-2	0055321	2100 Canyons Resort Dr #12-B2
PT-13-A-1	0055339	2100 Canyons Resort Dr #13-A1
PT-13-A-2	0055347	2100 Canyons Resort Dr #13-A2
PT-13-B-1	0055354	2100 Canyons Resort Dr #13-B1
PT-13-B-2	0055362	2100 Canyons Resort Dr #13-B2
PT-14-A-1	0055370	2100 Canyons Resort Dr #14-A1
PT-14-A-2	0055388	2100 Canyons Resort Dr #14-A2
PT-14-B-1	0055396	2100 Canyons Resort Dr #14-B1
PT-14-B-2	0055404	2100 Canyons Resort Dr #14-B2
PT-14-C-1	0055412	2100 Canyons Resort Dr #14-C1
PT-14-C-2	0055420	2100 Canyons Resort Dr #14-C2
PT-14-D-1	0055438	2100 Canyons Resort Dr #14-D1
PT-14-D-2	0055446	2100 Canyons Resort Dr #14-D2
PT-15-A-1	0055453	2100 Canyons Resort Dr #15-A1
PT-15-A-2	0055461	2100 Canyons Resort Dr #15-A2
PT-15-B-1	0055479	2100 Canyons Resort Dr #15-B1
PT-15-B-2	0055487	2100 Canyons Resort Dr #15-B2
PT-16-A-1	0055495	2100 Canyons Resort Dr #16-A1
PT-16-A-2	0055503	2100 Canyons Resort Dr #16-A2
PT-16-B-1	0055511	2100 Canyons Resort Dr #16-B1
PT-16-B-2	0055529	2100 Canyons Resort Dr #16-B2
PT-17-A-1	0055537	2100 Canyons Resort Dr #17-A1
PT-17-A-2	0055545	2100 Canyons Resort Dr #17-A2
PT-17-B-1	0055552	2100 Canyons Resort Dr #17-B1
PT-17-B-2	0055560	2100 Canyons Resort Dr #17-B2

PT-17-C-1	0055578	2100 Canyons Resort Dr #17-C1
PT-17-C-2	0055586	2100 Canyons Resort Dr #17-C2
PT-17-D-1	0055594	2100 Canyons Resort Dr #17-D1
PT-17-D-2	0055602	2100 Canyons Resort Dr #17-D2
PT-18-A	0055610	2100 Canyons Resort Dr #18-A1
PT-18-B	0055628	2100 Canyons Resort Dr #18-A2
PT-19-A	0055636	2100 Canyons Resort Dr #19-A
PT-2-A	0055644	2100 Canyons Resort Dr #2-A
PT-2-B	0055651	2100 Canyons Resort Dr #2-B
PT-20-A	0055669	2100 Canyons Resort Dr #20-A
PT-20-B	0055677	2100 Canyons Resort Dr #20-B
PT-21-A	0055685	2100 Canyons Resort Dr #21-A
PT-21-B	0055693	2100 Canyons Resort Dr #21-B
PT-21-C	0055701	2100 Canyons Resort Dr #21-C
PT-21-D	0055719	2100 Canyons Resort Dr #21-D
PT-22-A	0055727	2100 Canyons Resort Dr #22-A
PT-22-B	0055735	2100 Canyons Resort Dr #22-B
PT-23-A	0055743	2100 Canyons Resort Dr #23-A
PT-23-B	0055750	2100 Canyons Resort Dr #23-B
PT-24-A	0055768	2100 Canyons Resort Dr #24-A
PT-24-B	0055776	2100 Canyons Resort Dr #24-B
PT-24-C	0055784	2100 Canyons Resort Dr #24-C
PT-3-A	0055974	2100 Canyons Resort Dr #3-A
PT-3-B	0044982	2100 Canyons Resort Dr #3-B
PT-3-C	0055990	2100 Canyons Resort Dr #3-C
PT-3-D	0056006	2100 Canyons Resort Dr #3-D
PT-4-A	0056303	2100 Canyons Resort Dr #4-A
PT-4-B	0056311	2100 Canyons Resort Dr #4-B
PT-4-C	0056329	2100 Canyons Resort Dr #4-C
PT-4-D	0056337	2100 Canyons Resort Dr #4-D
PT-5-A	0056345	2100 Canyons Resort Dr #5-A
PT-6-A	0056352	2100 Canyons Resort Dr #6-A
PT-6-B	0056360	2100 Canyons Resort Dr #6-B
PT-6-C	0056378	2100 Canyons Resort Dr #6-C
PT-6-D	0056386	2100 Canyons Resort Dr #6-D
PT-7-A	0056394	2100 Canyons Resort Dr #7-A
PT-7-B	0056402	2100 Canyons Resort Dr #7-B
PT-8-A-1	0056410	2100 Canyons Resort Dr #8-A1
PT-8-A-2	0056428	2100 Canyons Resort Dr #8-A2
PT-8-B	0056436	2100 Canyons Resort Dr #8-B
PT-9-A-1	0056444	2100 Canyons Resort Dr #9-A1
PT-9-A-2	0056451	2100 Canyons Resort Dr #9-A2
PT-9-B-1	0056469	2100 Canyons Resort Dr #9-B1

PT-9-B-2	005677	2100 Canyons Resort Dr #9-B2
PT-25-A	0055792	1920 W Canyons Resort Dr #25-A
PT-25-B	0055800	1920 W Canyons Resort Dr #25-B
PT-25-C	0055818	1920 W Canyons Resort Dr #25-C
PT-25-D	0055826	1920 W Canyons Resort Dr #25-D
PT-26-A	0055834	1920 W Canyons Resort Dr #26-A
PT-26-B	0055842	1920 W Canyons Resort Dr #26-B
PT-26-C	0055859	1920 W Canyons Resort Dr #26-C
PT-27-A	0055867	1920 W Canyons Resort Dr #27-A
PT-27-B	0055875	1920 W Canyons Resort Dr #27-B
PT-27-C	0055883	1920 W Canyons Resort Dr #27-C
PT-28-A	0055891	1920 W Canyons Resort Dr #28-A
PT-28-B	0055909	1920 W Canyons Resort Dr #28-B
PT-28-C	0055917	1920 W Canyons Resort Dr #28-C
PT-28-D	0055925	1920 W Canyons Resort Dr #28-D
PT-29-A	0055933	1920 W Canyons Resort Dr #29-A
PT-29-B	0055941	1920 W Canyons Resort Dr #29-B
PT-29-C	0055958	1920 W Canyons Resort Dr #29-C
PT-29-D	0055966	1920 W Canyons Resort Dr #29-D
PT-30-A	0056014	1920 W Canyons Resort Dr #30-A
PT-30-B	0056022	1920 W Canyons Resort Dr #30-B
PT-31-A	0056030	1920 W Canyons Resort Dr #31-A
PT-31-B	0056048	1920 W Canyons Resort Dr #31-B
PT-31-C	0056055	1920 W Canyons Resort Dr #31-C
PT-32-A	0056063	1920 W Canyons Resort Dr #32-A
PT-32-B	0056071	1920 W Canyons Resort Dr #32-B
PT-32-C	0056089	1920 W Canyons Resort Dr #32-C
PT-33-A	0056097	1920 W Canyons Resort Dr #33-A
PT-33-B	0056105	1920 W Canyons Resort Dr #33-B
PT-33-C	0056113	1920 W Canyons Resort Dr #33-C
PT-33-D	0056121	1920 W Canyons Resort Dr #33-D
PT-34-A	0056139	1920 W Canyons Resort Dr #34-A
PT-34-B	0056147	1920 W Canyons Resort Dr #34-B
PT-34-C	0056154	1920 W Canyons Resort Dr #34-C
PT-35-A	0056162	1920 W Canyons Resort Dr #35-A
PT-35-B	0056170	1920 W Canyons Resort Dr #35-B
PT-35-C	0056188	1920 W Canyons Resort Dr #35-C
PT-36-A	0056196	1920 W Canyons Resort Dr #36-A
PT-36-B	0056204	1920 W Canyons Resort Dr #36-B
PT-36-C	0056212	1920 W Canyons Resort Dr #36-C
PT-37-A	0056220	1920 W Canyons Resort Dr #37-A
PT-37-B	0056238	1920 W Canyons Resort Dr #37-B
PT-37-C	0056246	1920 W Canyons Resort Dr #37-C

PT-37-D	0056253	1920 W Canyons Resort Dr #37-D
PT-38-A	0056261	1920 W Canyons Resort Dr #38-A
PT-38-B	0056279	1920 W Canyons Resort Dr #38-B
PT-38-C	0056287	1920 W Canyons Resort Dr #38-C
PT-38-D	0056295	1920 W Canyons Resort Dr #38-D

The following common areas:

All "Common Areas" identified on that certain Park West Condominium Amended Boundary Plat,  
Recorded in the Office of the Summit County Recorder on August 20, 2010, Entry No. 00905264, at Book  
2044 and Page 1343

Property IV, Park West Village Resort Condominiums described as follows:

<u>Tax Parcel ID No.</u>	<u>Summit County Tax Account #</u>	<u>Property Address</u>
PWC-1-1	0057178	1635 W Village Round Dr #1
PWC-1-2	0057186	1635 W Village Round Dr #2
PWC-1-5	0057194	1635 W Village Round Dr #5
PWC-1-6	0057202	1635 W Village Round Dr #6
PWC-2-3	0057210	1637 W Village Round Dr #3
PWC-2-4	0057228	1637 W Village Round Dr #4
PWC-2-7	0057236	1637 W Village Round Dr #7
PWC-2-8	0057244	1637 W Village Round Dr #8
PWC-3-10	0057251	3801 W Village Round Dr #10
PWC-3-11	0057269	3801 W Village Round Dr #11
PWC-3-12	0057277	3801 W Village Round Dr #12
PWC-3-9	0057285	3801 W Village Round Dr #9
PWC-4-13	0027293	3815 W Village Round Dr #13
PWC-4-14	0057301	3815 W Village Round Dr #14
PWC-4-17	0057319	3815 W Village Round Dr #17
PWC-4-18	0057237	3815 W Village Round Dr #18
PWC-5-15	0057335	3819 W Village Round Dr #15
PWC-5-16	0057343	3819 W Village Round Dr #16
PWC-5-19	0057350	3819 W Village Round Dr #19
PWC-5-20	0057368	3819 W Village Round Dr #20

The following common areas:

PWV-D-3	0205728	PO Box 680876
PWV-D-2	0205702	PO Box 680876



V. Residential Properties described as follows:

<u>Tax Parcel ID No.</u>	<u>Summit County Tax Account #</u>	<u>Property Address</u>
PWV-B-19-AM	0193007	1638 W Village Round Dr.
PWV-B-20-AM	0193015	1644 W. Village Round Dr.
PWV-B-21-AM	0193023	1650 W. Village Round Dr.
PWV-B-22-AM	0193031	1656 W. Village Round Dr.
PWV-B-23-AM	0193049	1664 W. Village Round Dr.
PWV-B-24-AM	0193056	1670 W. Village Round Dr.
PWV-B-25-AM	0193064	1676 W. Village Round Dr.
PWV-B-26-AM	0193072	1682 W. Village Round Dr.
PWV-B-27-AM	0193080	1688 W. Village Round Dr.
PWV-B-28-AM	0193098	1694 W. Village Round Dr.
PWV-B-29-AM	0193106	1700 W. Village Round Dr.
PWV-B-30-AM	0193114	1706 W. Village Round Dr.
PWV-B-31-AM	0193122	3993 N. Village Round Dr.
PWV-B-32-AM	0193130	3987 N. Village Round Dr.
PWV-B-33-AM	0193148	3981 N. Village Round Dr.
PWV-B-34-AM	0193155	3975 N. Village Round Dr.
PWV-B-35-AM	0193163	3959 N. Village Round Dr.
PWV-B-36-AM	0193171	3953 N. Village Round Dr.
PWV-B-37-AM	0193189	3947 N. Village Round Dr.
PVW-B-38-AM	0193197	3941 N. Village Round Dr.
PWV-B-39-AM	0193205	1685 W. Village Round Dr.
PWV-B-40-AM	0193213	1679 W. Village Round Dr.
PWV-B-41-AM	0193221	1673 W. Village Round Dr.
PWV-B-42-AM	0193239	1667 W. Village Round Dr.
PVW-D-56	0205645	3944 N. Village Round Dr.
PVW-D-57	0205652	3936 N. Village Round Dr.
PWV-D-58	0205660	3928 N Village Round Dr
PWV-D-59	0205678	3920 N Village Round Dr
PWV-D-60	0205686	3912 N Village Round Dr.
PWV-D-61	0205694	3904 N Village Round Dr
PWV-A-1-AM	0425425	3885 N Village Round Dr
PWV-A-2-AM	0425433	3867 N Village Round Dr
PWV-A-3	0057608	3853 N Village Round Dr
PWV-A-9	0057731	1623 W. Village Round Dr.
PWV-A-10	0057384	1611 W Village Round Dr.
PWV-A-11	0057392	1599 W Village Round Dr
PWV-A-12	0057400	1587 W Village Round Dr
PWV-A-13	0057418	1573 W Village Round Dr

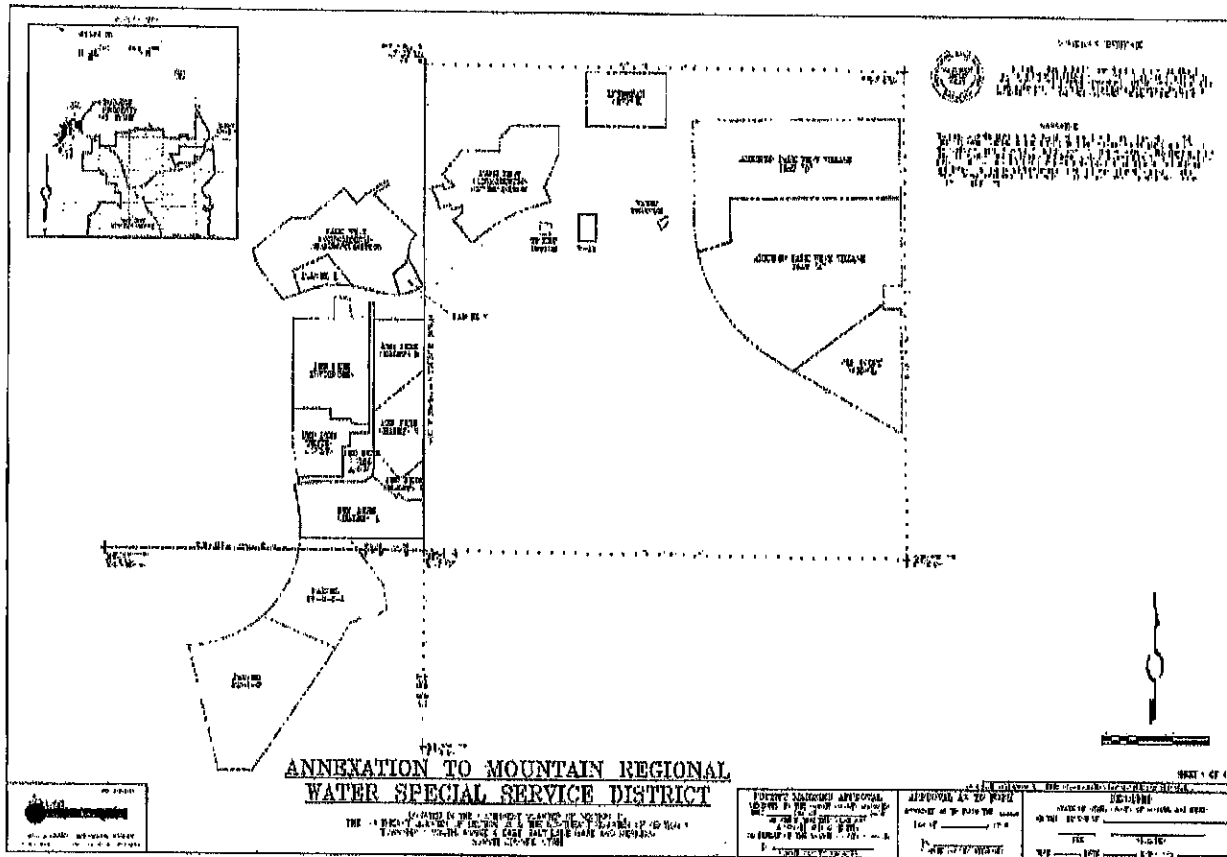
PWV-A-14	0057426	1572 W Village Round Dr
PWV-A-15	0057434	3866 N. Holiday Curve Dr.
PWV-A-17	0057467	3891 N. Last Run Dr.
PWV-A-19	0057483	3878 N Last Run Dr.
PWV-A-20	0057509	3886 N Holiday Curve Dr.
PWV-A-21	0057517	3898 N. Holiday Curve Dr.
PWV-A-22	0057525	3899 N. Holiday Curve Dr.
PWV-A-23	0057533	3911 N. Last Run Dr.
PWV-B-17-AM	0192983	3965 N Last Run Dr
PWV-A-24	0057541	3912 N. Holiday Curve Dr.
PWV-A-25	0057558	3931 N. Last Run Dr.
PWV-A-26	0057566	3930 N. Holiday Curve Dr.
PWV-A-27	0057574	3948 N. Holiday Curve Dr.
PWV-A-28	0057582	3947 N. Last Run Dr.
PWV-A-29	0057590	3946 N. Last Run Dr.
PWV-A-30	0057616	3924 N. Last Run Dr.
PWV-A-31	0057624	3923 N. Village Rim Road
PWV-A-32	0057632	3935 N. Village Rim Road
PWV-A-33	0057640	3948 N. Village Rim Road
PWV-A-34	0057657	3932 N. Village Rim Road
PWV-A-35	0057665	3916 N. Village Rim Road
PWV-A-36	0057673	3902 N. Village Rim Road
PWV-A-37	0057681	3886 N. Village Rim Road
PWV-A-38	0057699	3872 N. Village Rim Road
PWV-B-1-AM	0192827	3966 N Last Run Dr.
PWV-B-2-AM	0192835	3982 N Last Run Dr.
PWV-B-3-AM	0192843	1579 W. Holiday Curve Dr.
PWV-B-4-AM	0192850	1555 W. Holiday Curve Dr.
PWV-B-5-AM	0192868	3981 N Village Rim RD
PWV-B-6-AM	0192876	3965 N Village Rim RD
PWV-B-7-AM	0192884	3966 N Village Rim Road
PWV-B-8-AM	0192892	3982 N Village Rim Road
PWV-B-9-AM	0192900	3996 N Village Rim Road
PWV-B-10-AM	0192918	4010 N Village Rim Road
PWV-B-11-AM	0192926	1540 W Holiday Curve Dr
PWV-B-12-AM	0192934	1560 W Holiday Curve Dr
PWV-B-13-AM	0192942	1574 W Holiday Curve Dr
PWV-B-14-AM	0192959	1588 W Holiday Curve Dr
PWV-B-15-AM	0192967	1602 W Holiday Curve Dr
PWV-B-17-AM	0192983	3965 N. Last Run Dr.
PWV-B-18-AM	0192975	3970 N. Holiday Curve Dr.
PWV-B-16-AM	0192983	3985 N. Last Run Dr.
PWV-B-12-AM	0192934	1560 W Holiday Curve Dr

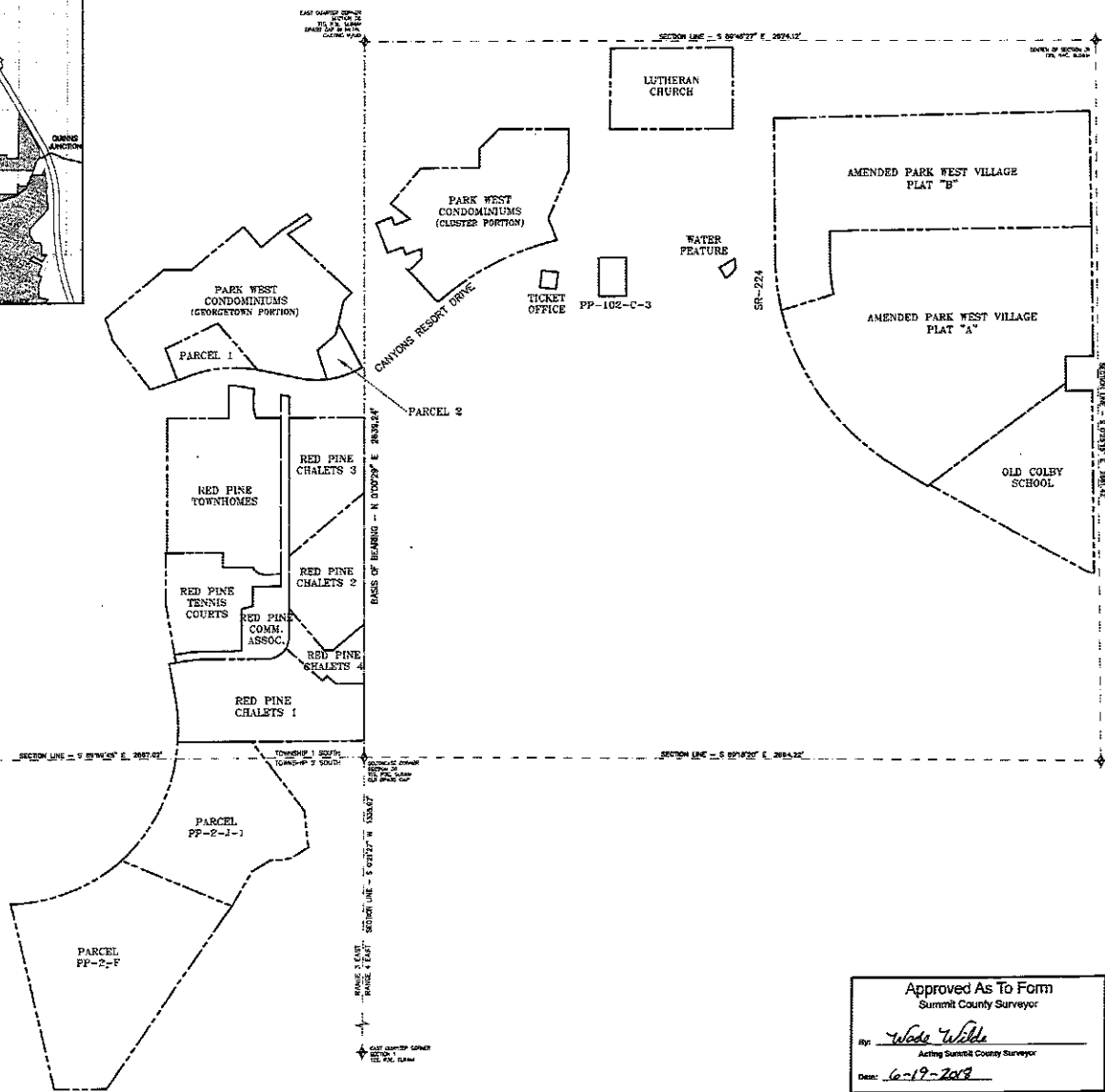
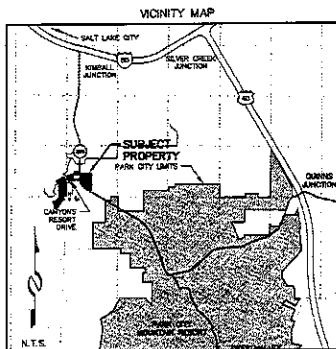
PP-2-F  
PP-2-J-1  
PP-102-D-2-CD-X  
PWV-A-18  
PWV-A-39  
PP-102-A-3

0060735  
0250971  
0176614  
0057475  
0057707  
0193387

2185 W. Red Pine Rd.  
3524 N. Red Pine Rd.  
4051 N. HWY 224  
3895 N. Last Run Dr.  
1565 W. Village Round Dr.  
3770 N. HWY 224

**EXHIBIT "B"**  
**(ANNEXATION FINAL LOCAL ENTITY PLAT)**





**SURVEYOR'S CERTIFICATE**



I, Charles Galt, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7248891, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a plat map of the lands hereon, hereafter to be known as ANNEXATION TO THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT BY RESOLUTION MRW 2018-08.

**NARRATIVE**

The purpose of this plat map is to describe the parcels of the ANNEXATION TO THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT BY RESOLUTION MRW 2018-08. The basis of bearing for this plat map is between the southwest corner of Section 31 and the west 1/4 corner of Section 31. This plat map is not a record of survey, no fieldwork has been performed, and any bearings and distances shown are intended to be used for reference purposes only. No survey has been performed on the herein described parcels, and all bearings and distances are per recorded information on file and of record at the Summit Recorder's Office. Section information shown is from Record of Survey S-7915, on file in the Summit County Recorder's Office.

**ANNEXATION TO THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT BY RESOLUTION MRW 2018-08**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31,  
THE SOUTHEAST QUARTER OF SECTION 36 & THE NORTHEAST QUARTER OF SECTION 1  
TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN  
SUMMIT COUNTY, UTAH

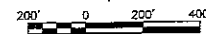
Approved As To Form  
Summit County Surveyor

By: Wade White  
Acting Summit County Surveyor

Date: 6-19-2018



FILE NO. **S0009434**  
6/19/2018 12:14:30 PM S: 0002 P: 0003  
FILED IN THE SUMMIT COUNTY RECORDER'S OFFICE



SHEET 1 OF 4

COUNTY MANAGER APPROVAL  
PRESENTED TO THE SUMMIT COUNTY MANAGER  
THIS 19th DAY OF JUNE 2018  
AT WHICH TIME THIS PLAT WAS  
APPROVED AND ACCEPTED.  
ON BEHALF OF THE SUMMIT COUNTY COUNCIL  
BY: Wade White  
SUMMIT COUNTY MANAGER

APPROVAL AS TO FORM  
APPROVED AS TO FORM THIS 12th  
DAY OF JUNE 2018  
BY: Wade White  
SUMMIT COUNTY ATTORNEY

RECORDED  
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED  
AT THE REQUEST OF \_\_\_\_\_  
FEE \_\_\_\_\_ RECORDER \_\_\_\_\_  
TIME \_\_\_\_\_ DATE \_\_\_\_\_ ENTRY NO. \_\_\_\_\_



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS  
327 Main Street, P.O. Box 1000, Park City, Utah 84060-1000



PARK WEST CONDOMINIUMS (GEORGETOWN PORTION)

## RED PINE TOWNHOUSES

RED PINE CHALETS PHASE 2

RED PINE CHALET'S PHASE 3

RED BONE CHARLETS PHASE 4

OUR DREAM BECOMES REALITY

Beginning at a point that is North of  
30, Township 1 South, Range 3 East

West 10.23 feet; thence 6) South 8  
feet; thence 7) South 89°41'34" West

09756'08" Cont 10.03 feet; thence 7  
East 10.03 feet; thence (22) North 8

**ALSO**

35°47'25" West; 24.94 feet to point  
corner: 1) South 85°44'45" West

West 38.44 feet; thence 11) South  
15.55 feet; thence 14) North 88°41'

northerly boundary of Chiolet Drive,  
left corner a corner of 510.00 feet.

Summit County, Utah; thence along  
thence 70 South 53.00 feet thence

South 70.00 feet to the point of be

Recreation at a local public library.

654 feet more or less, to a point of 57.9 feet and a more in the (101).

section line of said Section 36, then

Beginning of a point that is North of

230.17 feet through a control angle  
North 64°08'00" East 212.10 feet to

PARCEL 2

Residence at a point that is North of

138.87 feet through a central angle  
147°58' West 17.19 feet thence N

The basis of bearing for this strava is  
of Section 36, Township 1 South, R.

(435) 12

1945

HEALTHY PRINCIPLES, LAND PLANNERS EV

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# BOUNDARY DESCRIPTIONS

## RED PINE CHALET'S PHASE 1

As of Red Pine Chalets Phase 1, recorded March 3, 1990, as Entry No. 164351 on the and of Record in the Summit County Recorder's Office.

### PARCEL PP-2-J-1

Beginning at a point which is North 43.20 feet and West 426.74 feet from the Northeast corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and running thence West 286.78 feet along an existing fence line to the centerline of a 50.00 foot right of way, thence Southwesterly 490.55 feet along the arc of a 636.62 foot radius curve to the right (C0970007), thence South 47'00" East 437.30 feet along the centerline of 50 foot right of way, thence North 29'58"15" East 145.45 feet to the centerline of a creek, thence North 58'38"26" East 77.50 feet along said creek, thence North 88'43"30" East 39.55 feet along said creek, thence North 78'19"30" East 59.50 feet along said creek, thence North 57'47"28" East 72.30 feet along said creek, thence North 00'12"21" West 135.00 feet, thence North 26'50"31" West 316.50 feet to the point of beginning.

### TOGETHER WITH THE FOLLOWING:

A perpetual right of way and easement for roadway purposes and for the construction, alteration, maintenance and repair of underground utilities including water, electrical power, telephone and natural gas, fifty (50) feet in width, twenty-five (25) feet on either side of the following described center line.

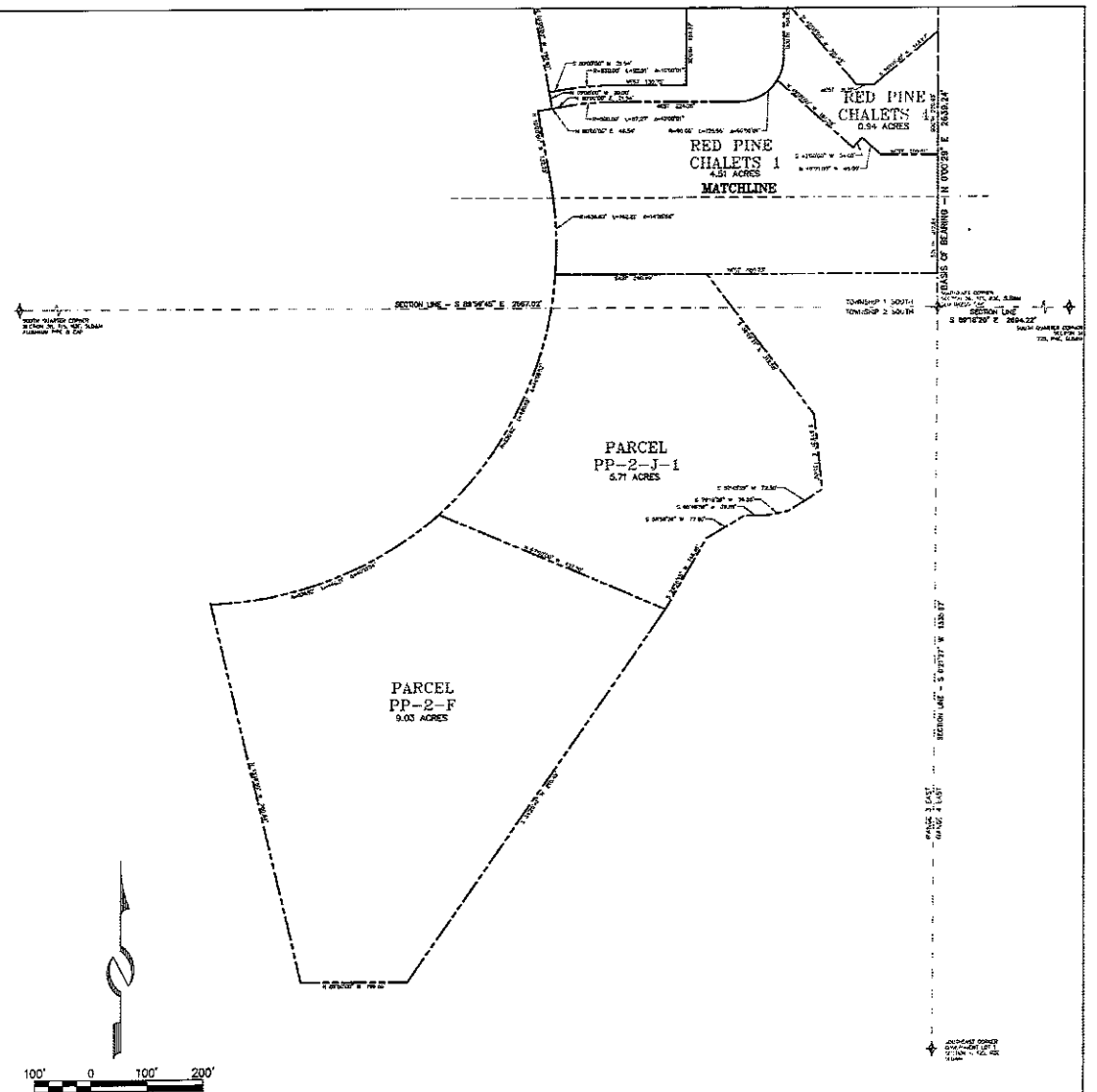
Beginning at a point in the South line of a county road (which point is the Northeast corner of a 10 acre parcel of real property owned by Franklin D. Richards, Jr. and Carlo E. Richards, his wife) and which is located 120.3 feet North and 750 feet from the Northeast Corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and running thence 695.6 feet thence South 10'00" East 355 feet, thence 690 feet along the arc of a 636.62 foot radius curve to the right, thence South 47'00" East 525.7 feet.

### PARCEL PP-2-F

Beginning at a point 1206.6 feet South and North 19'50" West 851 feet from the Northeast Corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 88'00" West 190 feet, thence North 15' West 888 feet (Survey North 13'19"30" West 702.24 feet) to the centerline of a right of way, thence Northwesterly along the center of said right of way 472.96 feet along the arc of a 636.62 foot radius curve to the left (Survey Distance along arc 636.62 feet), thence South 47'00" East 525.7 feet to the Northeast Corner of the property as described in Salt Lake Base and Meridian, recorded above, 25, 1982, as Entry No. 122709 in Book 451 of Official Records, thence South 47'00" West, along the West line of the property described in said deed, 630 feet (Survey South 47'10"30" West 635.91 feet) to the point of beginning.

SUBJECT to and TOGETHER with a perpetual right of way and easement for road purposes and for the construction, alteration, maintenance and repair of underground utilities including water, electrical power, telephone and natural gas, 50 feet in width, twenty-five feet on either side of the following described center line.

Beginning at a point in the South line of a county road (which point is the Northeast corner of a 10 acre parcel of real property owned by Franklin D. Richards, Jr. and Carlo E. Richards, his wife) and which is located 122' feet North and 750 feet from the Northeast Corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and running thence 695.9 feet thence South 10'00" East 355 feet, thence 690 feet along the arc of a 636.62 foot radius curve to the right, thence South 47'00" East 525.7 feet.



## ANNEXATION TO THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT BY RESOLUTION MRW 2018-08

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31,  
THE SOUTHEAST QUARTER OF SECTION 36 & THE NORTHEAST QUARTER OF SECTION 1  
TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN  
SUMMIT COUNTY, UTAH

FILE NO. S0009434

06/23/2018 10:14:39 AM  
SUMMIT COUNTY, UTAH  
FILED IN THE OFFICE OF THE COUNTY CLERK  
SUMMIT COUNTY, UTAH

JOB NO. 9-1-18 FILE: X:\Conyers\DP\dwg\en\pic\2018\090118.dwg

SHEET 4 OF 4

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED  
AT THE REQUEST OF \_\_\_\_\_

FEE \_\_\_\_\_ RECORDER \_\_\_\_\_  
TIME \_\_\_\_\_ DATE \_\_\_\_\_ ENTRY NO. \_\_\_\_\_



CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS  
322 West Second, P.O. Box 2041, Park City, Utah 84302-2041

5-9434



**EXHIBIT B**  
**ANNEXATION AGREEMENT**

**[SEE ATTACHED]**

**ANNEXATION AND ASSET ACQUISITION AGREEMENT**  
**(Community Water Company Service Area)**

**THIS ANNEXATION AND ASSET ACQUISITION AGREEMENT** ("*Agreement*"), is made and entered into as of this 30<sup>th</sup> day of May, 2018 (the "*Effective Date*"), by and between **MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT**, a body corporate and politic of the State of Utah, acting by and through the County Council of Summit County, Utah (the "*District*"), and **COMMUNITY WATER COMPANY LP** (as successor-by-conversion to Community Water Company LLC) a Delaware limited partnership ("*CWC*"). (The District and CWC are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*.")

**RECITALS**

A. CWC is a for-profit water corporation operating in Summit County, Utah, under regulation by the Utah Public Service Commission, which owns and operates a culinary water system, including a culinary water wells, pumps, motors, pipelines, water storage, treatment and reservoir facilities, water meters, fire hydrants and related equipment and facilities (collectively, the "*CWC System*"), through which CWC provides water service to its customers within its service area, including water for indoor culinary, outside irrigation, and fire suppression uses.

B. The CWC System has had numerous well, storage and other system failures and is in need of major repair and replacement. Moreover, the contract manager and operator of the CWC System has notified CWC that it will not renew its contract beyond the current term.

C. The District is a regional public water supplier in Summit County, Utah, which owns and operates a regional public water system (the "*District System*"), through which the District provides municipal water service to its customers within its service area. The County Council of Summit County, Utah (the "*County Council*"), is the governing authority of the District, having the sole statutory authority to annex property into the District.

D. Pursuant to the authority of Title 17D, Chapter 1, Part 4, Utah Code Ann., 1953, as amended (the “*Annexation Statute*”), proceedings to facilitate the annexation of real property within the CWC service area into the boundaries of the District (the “*Annexation*”) shall be initiated by resolution of the County Council; it being the purpose and intent of the Parties that upon Annexation CWC will convey all CWC System assets to the District whereupon the District will take over the CWC System and provide water service to the customers of CWC pursuant to the terms and conditions of this Agreement. The property to be annexed into the District includes all of the property within the current CWC service area (excluding Lookout Cabin, located at 4000 The Canyons Resort Drive, Park City, Utah 84098 which can be more adequately served by another service provider), and is more particularly described in EXHIBIT “A” hereto (the “*Annexation Property*”).

E. CWC is desirous of entering into this Agreement with the District, and the District is desirous of entering into this Agreement with CWC, as a binding contract between the Parties, for the purpose of setting forth the terms, conditions, procedures and time parameters pursuant to which the assets of CWC shall be transferred to and acquired by the District, and municipal water service shall be provided by the District to CWC customers, subject, among other things, to the successful annexation of the Annexation Property as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all Exhibits attached hereto are hereby incorporated into and made a part of this Agreement as though fully set forth herein.

## **2. Annexation of the Property and Commitment to Serve.**

2.1. Annexation Proceedings. The Parties hereby acknowledge that the annexation of the Annexation Property will proceed in accordance with the requirements and procedures of the Annexation Statute, and that the Parties will act in good faith in completing the annexation process.

2.2. Commitment to Provide Water Service. Upon completion of the Annexation, and upon satisfaction of the conditions set forth in Section 3 herein and the other requirements of this Agreement, the transaction contemplated herein shall Close, as defined in Section 4 herein; whereupon, CWC System Assets shall be transferred to the District and the District shall competently and professionally provide municipal water service to the customers of CWC within the Annexation Property pursuant to the terms of this Agreement. The final completion of the Annexation shall be an express condition precedent to Closing. If the Annexation Property is not annexed by the County Council, this Agreement shall upon such determination automatically terminate.

2.3. Compliance with District Rules and Regulations. It is hereby acknowledged by the Parties that this Agreement shall not be construed as an attempt to bypass the District's lawfully adopted, enacted and/or amended Rules and Regulations ("*Rules and Regulations*"), and the Parties agree that all relevant requirements set forth in the Rules and Regulations shall apply and be enforced with respect to water service to the Annexation Property subsequent to the annexation thereof into the District and the satisfaction of the conditions herein, and that the District shall likewise provide water service in accordance therewith and all other necessary and applicable federal, state and local laws, ordinances, rules, and regulations.

2.4. Equality in Priority and Manner of Service. The District shall be obligated to provide water service to the Annexation Property on a basis which is equal in priority and manner to service provided by the District to all other similarly situated customers within the District's service area,

including without limitation, payment of the same rates, fees and charges for water service which are imposed by the District upon all customers within the District's service area.

3. **Conditions to Closing.** CWC shall transfer, and the District shall accept, acquire and take assignment and delivery of, all of CWC's right, title and interest, direct or indirect, in and to all assets, properties, goodwill and rights of every nature, kind and description, whether tangible or intangible, real, personal or mixed, accrued or contingent, which are related to, used or held for use by CWC in connection with its operation as a water company, as the same shall exist on the Closing Date. The assets to be transferred by CWC and accepted by the District hereunder (collectively, the "*Transferred Assets*"), are more particularly set forth in this Section, and the transfer thereof by CWC and acceptance thereof by the District shall be an express condition precedent to Closing.

3.1. Transfer of Title to Water Rights.

3.1.1. Water Rights to be Transferred. As a condition to the District's agreement to annex the Annexation Property and provide municipal water service thereto as provided in this Agreement, CWC shall be obligated to provide water rights to the District in an amount sufficient to satisfy the water service demands of the customers within the Annexation Property, including an assignment to the District, for the consideration set forth in Section 3.5 herein, all of CWC's water rights represented by Weber Basin Water Conservancy District ("*Weber Basin*") Water Purchase Contracts ("*Water Purchase Contracts*"), and all Exchange Applications approved by the Utah State Engineer authorizing the diversion and use of water pursuant to the Water Purchase Contracts ("*Exchange Applications*"), as hereinafter described. The District hereby recognizes the Water Purchase Contracts as acceptable water rights for dedication to the District, represents that the water rights represented by the Water Purchase Contracts and Exchange Applications hereinafter described are sufficient to satisfy the water service demands of the customers within the Annexation Property, and agrees to take by assignment the Water Purchase Contracts in satisfaction of the District's requirement to dedicate water rights as a

condition to municipal water service for the Annexation Property. The Water Purchase Contracts and Exchange Applications to be assigned by CWC to the District are more particularly described in and a copy of each is attached as EXHIBIT "B" hereto.

3.1.2. Water Purchase Contracts Good Standing. CWC hereby represents and warrants: (i) that the Water Purchase Contracts are valid and in good standing with Weber Basin; and (ii) that all payments due and owing under the Water Purchase Contracts as of the Effective Date have been paid in full.

3.1.3. Freedom from Encumbrances. CWC warrants that the Water Purchase Contracts and Exchange Applications shall be assigned to the District free and clear of all liens, encumbrances and claims whatsoever, subject to claims for payments due and owing thereunder and the lien imposed thereby in the event of non-payment, held by Weber Basin according to the terms of the Water Purchase Contracts.

3.1.4. Water Purchase Contract Obligations. Upon assignment of the Water Purchase Contracts at Closing as defined herein, the District shall thereupon assume and be responsible for all payments and other obligations due and owing under the Water Purchase Contracts according to the terms thereof.

3.1.5. Amendatory Exchange Applications. The Parties hereby acknowledge and agree that in order to obtain authorization for use of water by the District under the Water Purchase Contracts to be assigned hereunder within the District System, in addition to use of water thereunder within the historic CWC System, it shall be necessary to file amendatory exchange applications on the Exchange Applications referenced herein. Subsequent to the effective date of the Annexation and assignment of the Water Purchase Contracts to the District, the District shall file the required amendatory applications at its expense, and CWC agrees that it shall fully cooperate in such filing and shall assist in obtaining the State Engineer's approval thereof. Formal approval by the Weber Basin Board of Trustees

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of CWC's assignment of the Water Purchase Contracts to the District, and a final, non-appealable order of the State Engineer approving the amendatory exchange applications on the Water Purchase Contracts Rights for year-round municipal use within the service area of the District, shall be required to be obtained as conditions precedent to District providing water service thereunder to the Annexation Property. Upon assignment, the District shall thereupon be solely responsible, at its expense, to maintain the Water Purchase Contracts and the Exchange Applications in good standing with Weber Basin and the Utah Division of Water Rights, respectively.

3.2. Transfer of CWC System Infrastructure. Upon completion of the Annexation, the entirety of the CWC System infrastructure shall be transferred by CWC to the District in conformance with the following:

3.2.1. Infrastructure to be Transferred. For the consideration set forth in Section 3.5 herein, all infrastructure components necessary in the operation of the CWC System, and all related equipment and facilities thereto, shall be transferred to the District, which shall include, without limitation, the following:

- (1) All wells, springs and other sources of water supply currently utilized under and associated with the Water Purchase Contracts and the Exchange Applications described in Exhibit B;
- (2) Water Storage Reservoir;
- (3) Water Treatment Plant;
- (4) Water Distribution, Transmission and Lateral Service Pipelines, manholes and fittings;
- (5) Pumps, Pump Stations, Pressure Regulation;
- (6) Water Meters, meter boxes and valves;
- (7) Fire Hydrants; and

(8) All other facilities utilized by CWC in providing water service to its customers.

3.2.2. Transfer by Bill of Sale; Freedom from Encumbrances. All CWC System infrastructure components to be transferred to the District pursuant to this Agreement shall be transferred to the District by bill of sale in form and substance as set forth in EXHIBIT "C" hereto, free and clear of all liens, encumbrances and claims whatsoever. Copies of all "as built drawings," operating permits, well logs, and operation and maintenance manuals pertaining to the infrastructure components to be transferred hereunder, which are in the possession of CWC, shall be provided by CWC to the District.

3.2.3. Assimilation of the CWC System. Upon transfer, the CWC System shall be owned solely by the District and the CWC System infrastructure components shall be assimilated and incorporated into and become a part of the District System. As owner, the District shall determine, in its sole discretion, which infrastructure components shall be used, modified or abandoned in fulfilling its obligation hereunder to provide water service to the Annexation Property.

3.2.4. System Modifications. In facilitation of the District providing water service to the Annexation Property, the District shall make improvements to the CWC System that the District reasonably believes to be necessary to provide adequate water service to the Annexation Property, which improvements may include, without limitation, the construction and installation of (i) on-site: an interconnection vault (including master water meter, valves and related equipment), pipeline improvements, water meter replacements, refurbishment of PRVs, refurbishment of wells (cleaning, electrical and SCADA systems), replacement of well pumps, SCADA system improvements, demolition of the existing water treatment plant components (maintaining the building); and (ii) off-site: a new municipal water production well, pump/VFD facility, and a standby generator (all on-site and off-site improvements being referred to collectively as the "*System Improvements*"), as shown on EXHIBIT "D" hereto. The System Improvements shall be financed through a loan contracted for by the District from the {01328863-1 }



Utah Division of Drinking Water, Drinking Water Board, or through other alternative financing, and be designed, constructed, installed, owned and operated by the District as a part of the District System. Costs incurred by the District in making the System Improvements shall be repaid by the customers receiving water service within the Annexation Property in monthly installments which shall be added to the monthly water service fees and charges imposed by the District until final and full repayment of the loan. The District shall include in its loan request an amount sufficient to reimburse CWC for costs previously incurred by it for engineering, attorney's and consultants' fees and charges and other costs related to the System Improvements in such amount as shall be approved by the lender in connection with the financing provided for in Section 3.6 hereof. CWC will provide the District the necessary supporting document for such costs as required by the Division of Drinking Water.

3.2.5. Operation, Maintenance and Repair. The District shall be obligated, at its sole cost and expense, to own, operate, maintain, repair and replace all CWC System infrastructure components utilized by the District in providing water service to the Annexation Properties, and all System Improvements, as integral components of the District System.

3.3. Assignment of Real Property Interests.

3.3.1. Existing Real Property Interests to be Assigned. For the consideration set forth in Section 3.5 herein, CWC shall dedicate, transfer, assign and convey to the District all existing interests in real property, which are owned by CWC, including easements and rights-of-way, which are necessary for the operation of the CWC System. An itemized inventory of the existing real property interests, easements and rights-of-way to be assigned and conveyed hereunder are identified and shown on EXHIBIT "E" attached hereto.

3.3.2. Additional Easements and Rights-of-way to be Granted and/or Obtained. Such additional easements and rights-of-way, as identified and shown on EXHIBIT "F" attached hereto, which are necessary for operation of the CWC System and to facilitate and maintain the regional service

capability of the District's water system, shall be granted by CWC and/or otherwise obtained and assigned by CWC to the District.

3.3.3. Conveyance Instruments; Freedom from Encumbrances. All instruments assigning and/or granting the easements to the District pursuant to this Section shall be in form and substance as set forth in EXHIBIT "G" hereto. All assignments shall be free and clear of all liens, encumbrances and claims whatsoever, and all grants of easement shall have a perpetual term.

3.4. Assignment of Reports, Records and Intangibles. CWC represents that there are no service or other contracts, to which CWC is a party, which are necessary to be assigned to the District in order for the District to operate and maintain the CWC System. All intangibles, reports and records related to the ownership and operation of the CWC System, which are in CWC's possession, as identified in EXHIBIT "H" hereto, shall be assigned by CWC to the District. Copies of all mapped meter locations, water quality reports, consumer confidence reports, drinking water system inspections (sanitary surveys), chemical sampling records, billing records and account numbers pertaining to the CWC System, source protection plans, operating manuals, and maintenance records which are maintained by and in the possession of CWC shall be provided by CWC to the District at or prior to Closing. Upon completion of the Annexation, all intangibles assigned hereunder shall be assumed and be enforceable by the District in conformance with the terms thereof.

3.5. Consideration. Consideration for the transfer, assignment and grant by CWC to the District of the Water Rights, CWC System infrastructure, easements and rights-of-way, contracts, and intangibles, and all other assets of CWC, shall be the perpetual assumption by the District of the obligation, at its sole cost and expense, to own, operate, maintain, repair, refurbish, improve and replace the CWC System and to provide municipal water service to the CWC customers within the Annexation Property. No other monetary consideration shall be charged therefore. The Parties hereby duly

acknowledge and agree that the consideration stated herein is good, fair and valuable consideration for the transaction provided for herein.

3.6. Financing of Improvements. The Annexation and assumption by the District of its obligation to provide water service to the CWC customers within the Annexation Property shall be subject to and conditioned upon the District's ability to secure the loan financing referenced in Section 3.2.4 herein, or other alternate financing, required to make the infrastructure improvements identified in said Section, thus enabling the District to properly and safely assimilate and incorporate the CWC System into the District System and efficiently operate the CWC System in providing water service to the CWC customers within the Annexation Property.

4. **Closing.** The closing of the transfer of the assets referenced herein (the "*Closing*"), will take place on a date and at a time and place mutually agreeable to the Parties subsequent to the final Annexation of the Annexed Property, but in no event later than ninety (90) days subsequent to the finalization of the Annexation.

4.1. CWC Closing Deliveries. At the Closing, CWC shall deliver to the District:

4.1.1. An Assignment of Water Purchase Contract(s) identified in Section 3.1.1 herein, duly executed by CWC and Weber Basin, and/or such other documentation of the assignment of said Water Purchase Contracts and approval thereof by Weber Basin, as required by Weber Basin, assigning the Water Purchase Contracts identified in Exhibit B hereto, as required pursuant to Section 3.1.1 herein.

4.1.2. A Bill of Sale, in the form attached as Exhibit C hereto, duly executed by CWC transferring to the District the infrastructure components identified in and as required pursuant to Section 3.2.1 herein.

4.1.3. Assignments and/or Grants of Easement, in the form attached as Exhibit G hereto, duly executed by CWC assigning and/or granting, as the case may be, to the District the easements and rights-of-way identified in Exhibits E and F hereto, as required pursuant to Section 3.3 herein.

4.1.4. All documents required to be delivered by CWC to the District pursuant to Section 3.4 herein as identified in Exhibit H hereto.

4.2. District's Closing Deliveries. At Closing, the District shall deliver to CWC such other customary instruments, filings or documents, in form and substance satisfactory to CWC, as may reasonably be requested by CWC or as may be otherwise necessary or desirable to evidence and effect the of the transfer, conveyance and delivery of Transferred Assets to the District and to put the District in actual possession or control of the Transferred Assets.

4.3. Taxes and Assessments. Liability for all real property taxes, personal property taxes, assessments, and similar obligations levied with respect to the Transferred Assets and business of CWC, which are determined by any taxing or levying jurisdiction to be due and owing by CWC for calendar year 2018, shall be the sole responsibility of and all such taxes and assessments shall be paid by CWC, in full, at its sole cost and expense, at or prior to Closing.

**5. Representations of the Parties.** As an inducement to the Parties to enter into this Agreement, the Parties hereby represent as follows:

5.1. Representations of CWC. CWC hereby represents as follows as of the date of this Agreement and remade as of the Closing:

5.1.1. Authority of CWC. CWC has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by CWC of this Agreement, the performance by CWC of its obligations hereunder and the consummation by CWC of the transactions contemplated hereby have been duly authorized by all requisite company action. This Agreement has been, and upon its execution will

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have been, duly executed and delivered by CWC; and, assuming due execution and delivery by both Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of CWC enforceable against CWC in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

5.1.2. No Conflicts; Consents. The execution, delivery and performance by CWC of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of CWC; (ii) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to CWC, including, without limitation, any regulation or order of the Utah Public Service Commission (provided, that, the annexation may require the Utah Public Service Commission's consent as provided for in Section 6 below); and (iii) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument, or result in the creation of any encumbrance on any of the Transferred Assets pursuant to any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which CWC is a party or by which CWC or the Transferred Assets may be bound or affected.

5.1.3. No Liabilities. To CWC's knowledge, CWC has no liabilities of any nature arising out of, the operation of the water company relating to or affecting the water company, whether accrued, absolute, contingent or otherwise, whether known or unknown, except for those liabilities specified in Section 3.4.1 herein.

5.1.4. Good and Marketable Title to be Conveyed. CWC owns good and marketable title to all of the Transferred Assets, free and clear of any encumbrance, title imperfection or restriction of any kind whatsoever (whether accrued, absolute, contingent, or otherwise). The delivery to the District of all assignments, bill of sale, grants of easement and assignment of easements at Closing will transfer to the District good and marketable title to all of the Transferred Assets, free and clear of any encumbrance. CWC makes no representation or warranty regarding the condition or suitability of the Transferred Assets and the District accepts the Transferred Assets in their as-is condition.

5.1.5. No Pending Actions. There are no actions pending or, to CWC's knowledge, threatened in connection with the Transferred Assets or CWC's ownership or operation thereof, nor is there any basis for any such action, that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement. There are no actions by CWC pending, or which CWC has commenced preparations to initiate, against any other person in connection with the Transferred Assets. There are no outstanding and unsatisfied, or to CWC's knowledge, threatened, orders, writs, judgments, injunctions, penalties or awards against, relating to or affecting the Transferred Assets, CWC's ownership or operation thereof or the transactions contemplated by this Agreement.

5.2. The District's Representations. The District hereby represents as follows:

5.2.1. Authority of the District. The District has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the District of this Agreement, the performance by the District of its obligations hereunder and the consummation by the District of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by the District; and, assuming due execution and delivery by both Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the District enforceable against the District in accordance with its

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terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

5.2.2. No Conflicts; Consents. The execution, delivery and performance by the District of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the District; (ii) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the District; and (iii) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the District is a party or by which the District may be bound or affected.

5.2.3. There are no actions pending or, to the District's knowledge, threatened that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement.

5.2.4 The District represents that it will utilize its reasonable best efforts to obtain the financing for and construct and install the improvements referenced in Section 3.2.4 and depicted on Exhibit D, in accordance with the timeline set forth on Exhibit "I" attached hereto.

5.3. Survival. All representations of CWC and the District in this Agreement shall survive the Closing and shall remain in full force and effect, until the expiration of the statute of limitations following the date all performance thereunder was due to be performed.

**6. Dissolution of CWC.** Upon completion of the Annexation, the satisfaction of the conditions set forth in Section 3 herein and the other requirements of this Agreement, and upon authorization by order of the Public Service Commission, the certificate of convenience and necessity issued by the Public

Service Commission shall terminate and CWC shall legally be dissolved in conformance with the requirements of state law.

## **7. Indemnification.**

7.1. Indemnity by CWC. CWC will indemnify, reimburse, defend and hold the District and its officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all demands, claims, actions, causes of action, judgments, assessments, taxes, fines, losses, damages, liabilities, interest, penalties, costs, and expenses, including, without limitation, reasonable legal fees, other professional fees and any disbursements incurred in connection therewith, (collectively “*Losses*”), resulting from, arising out of, relating to, or incurred by reason of: (i) any breach of any representation, warranty, covenant, or agreement of CWC contained in this Agreement or any agreement, instrument, or document executed and delivered by CWC pursuant hereto; (ii) any action taken by any taxing authority in relation to the classification and taxation of the Transferred Assets for tax purposes as a result of this Agreement; and (iii) the operation of CWC as a water corporation providing water service to its customers within its service area prior to the Closing.

7.2. Indemnity by the District. The District will indemnify, reimburse, defend, and hold harmless CWC and its parent entity, shareholders, officers and directors, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, arising out of or relating to: (i) any breach of any representation, warranty, covenant, or agreement of the District contained in this Agreement or other instrument or document executed and delivered by the District pursuant hereto or thereto; (ii) the operation of the District in providing water service to the former customers of CWC and other customers of the District subsequent to Closing; and (iii) and subsequent to Closing, any assumed liability.

**8. Waiver of Jury Trial.** To the fullest extent permitted by law, each of the Parties hereto expressly and knowingly waives any right it may have to a trial by jury in respect to any litigation directly



or indirectly arising out of, under or in connection with this Agreement, the transactions contemplated hereby, or the actions of such party in the negotiation, administration, performance and enforcement hereof. Each Party further waives any right to consolidate any action in which a jury trial cannot be or has not been waived. This provision shall survive any termination of this Agreement.

9. **Miscellaneous Provisions.**

9.1. **No Assignment.** Neither Party may assign its interest in this Agreement without the written consent of the other Party.

9.2. **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.

9.3. **Inducement.** The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

9.4. **No Recourse.** This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect equity holder of CWC or any officer, director, employee, representative or investor of CWC.

9.5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

9.6. **Business Relationship.** This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

9.7. **Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or

unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

9.8. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement by and between the Parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

9.9. **Construction.** As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

9.10. **Amendment.** This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

9.11. **Force Majeure.** Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

9.12. **Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

9.13. **Expenses of Enforcement.** In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including a

{01328863-1 }

reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing Party" shall include, without limitation, a Party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

9.14. **Notice.** Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (i) upon personal delivery, or (ii) three business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: **Mountain Regional Water Special Service District**  
6421 N. Business Park Loop Rd. Suite A  
P.O. Box 982320  
Park City, Utah 84098  
Telephone: (435) 940-1916

To: **Community Water Company**  
1840 Sun Peak Drive  
P.O. Box 680033  
Park City, Utah 84068  
Telephone: (435) 200-8400


Either Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

9.15. **Applicable Law; Jurisdiction and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The Parties hereby consent to the jurisdiction and venue of the state courts located in Summit County, Utah.


9.16. **Counterparts.** This Agreement may be executed in counterparts and delivered by electronic transmission.

IN WITNESS WHEREOF the Parties have caused this instrument to be executed as of the  
Effective Date first set forth above.

**MOUNTAIN REGIONAL WATER SPECIAL  
SERVICE DISTRICT, acting by and through the  
Summit County Council, as its governing body**

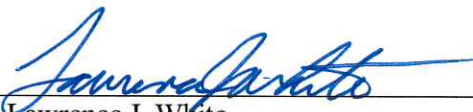
By:   
\_\_\_\_\_  
Kim Carson  
Chair

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David L. Thomas  
Chief Civil Deputy

**COMMUNITY WATER COMPANY LP  
(as successor-by-conversion to Community Water  
Company LLC) a Delaware limited partnership**

By: **TCFC GP LLC, a Delaware limited liability  
company its sole general partner**

By:   
\_\_\_\_\_  
Lawrence J. White,  
Authorized Signatory

## **LIST OF EXHIBITS**

<b>EXHIBIT "A"</b>	<b>Legal Description and Depiction of Property to be Annexed</b>
<b>EXHIBIT "B"</b>	<b>Weber Basin Water Conservancy District Water Purchase Contracts and Approved Exchange Applications to be Assigned</b>
<b>EXHIBIT "C"</b>	<b>Form of Bill of Sale</b>
<b>EXHIBIT "D"</b>	<b>Depictions of System Improvements</b>
<b>EXHIBIT "E"</b>	<b>List and Depictions of Existing Real Properties to be Conveyed and Easements and Rights-of-Way to be Assigned</b>
<b>EXHIBIT "F"</b>	<b>List and Depiction of Additional Easements and Rights-of-Way Required to be Obtained</b>
<b>EXHIBIT "G"</b>	<b>Form of Assignment of Easements and Grant of Easements</b>
<b>EXHIBIT "H"</b>	<b>List of Accounts Receivable, Reports and Records to be Assigned</b>
<b>EXHIBIT "I"</b>	<b>Project Timeline</b>

**EXHIBIT “A”**

**Legal Description and Depiction of Property to be Annexed**





**Property I. Red Pine Chalets Condo Phases 1 through 4, consisting of Buildings A through Z described as follows:**

<u>Tax Parcel ID No.</u>	<u>Summit County Tax Account #</u>	<u>Property Address</u>
RP-A-1	0188403	2025 Canyons Resort Dr., #A-1
RP-A-2	0188411	2025 Canyons Resort Dr., #A-2
RP-A-3	0188429	2025 Canyons Resort Dr., #A-3
RP-A-4	0188437	2025 Canyons Resort Dr., #A-4
RP-A-5	0188445	2025 Canyons Resort Dr., #A-5
RP-A-6	0188452	2025 Canyons Resort Dr., #A-6
RP-A-7	0188460	2025 Canyons Resort Dr., #A-7
RP-A-8	0188478	2025 Canyons Resort Dr., #A-8
RP-B-1	0188486	2025 Canyons Resort Dr., #B-1
RP-B-2	0188494	2025 Canyons Resort Dr., #B-2
RP-B-3	0188502	2025 Canyons Resort Dr., #B-3
RP-B-4	0188510	2025 Canyons Resort Dr., #B-4
RP-B-5	0188528	2025 Canyons Resort Dr., #B-5
RP-B-6	0188536	2025 Canyons Resort Dr., #B-6
RP-B-7	0188544	2025 Canyons Resort Dr., #B-7
RP-B-8	0188551	2025 Canyons Resort Dr., #B-8
RP-C-1	0188569	2025 Canyons Resort Dr., #C-1
RP-C-2	0188577	2025 Canyons Resort Dr., #C-2
RP-C-3	0188585	2025 Canyons Resort Dr., #C-3
RP-C-4	0188593	2025 Canyons Resort Dr., #C-4
RP-C-5	0188601	2025 Canyons Resort Dr., #C-5
RP-C-6	0188619	2025 Canyons Resort Dr., #C-6
RP-C-7	0188627	2025 Canyons Resort Dr., #C-7
RP-C-8	0188635	2025 Canyons Resort Dr., #C-8
RP-D-1	0188643	2025 Canyons Resort Dr., #D-1
RP-D-2	0188650	2025 Canyons Resort Dr., #D-2
RP-D-3	0188668	2025 Canyons Resort Dr., #D-3
RP-D-4	0188676	2025 Canyons Resort Dr., #D-4
RP-D-5	0188684	2025 Canyons Resort Dr., #D-5
RP-D-6	0188692	2025 Canyons Resort Dr., #D-6
RP-D-7	0188700	2025 Canyons Resort Dr., #D-7
RP-D-8	0188718	2025 Canyons Resort Dr., #D-8
RP-E-1	0188726	2025 Canyons Resort Dr., #E-1
RP-E-2	0188734	2025 Canyons Resort Dr., #E-2
RP-E-3	0188742	2025 Canyons Resort Dr., #E-3
RP-E-4	0188759	2025 Canyons Resort Dr., #E-4

{01328863-1 }



RP-E-5	0188767	2025 Canyons Resort Dr., #E-5
RP-E-6	0188775	2025 Canyons Resort Dr., #E-6
RP-E-7	0188783	2025 Canyons Resort Dr., #E-7
RP-E-8	0188791	2025 Canyons Resort Dr., #E-8
RP-F-1	0188809	2025 Canyons Resort Dr., #F-1
RP-F-2	0188817	2025 Canyons Resort Dr., #F-2
RP-F-3	0188825	2025 Canyons Resort Dr., #F-3
RP-F-4	0188833	2025 Canyons Resort Dr., #F-4
RP-F-5	0188841	2025 Canyons Resort Dr., #F-5
RP-F-6	0188858	2025 Canyons Resort Dr., #F-6
RP-F-7	0188866	2025 Canyons Resort Dr., #F-7
RP-F-8	0188874	2025 Canyons Resort Dr., #F-8
RP-G-1	0188882	2025 Canyons Resort Dr., #G-1
RP-G-2	0188890	2025 Canyons Resort Dr., #G-2
RP-G-3	0188908	2025 Canyons Resort Dr., #G-3
RP-G-4	0188916	2025 Canyons Resort Dr., #G-4
RP-G-5	0188924	2025 Canyons Resort Dr., #G-5
RP-G-6	0188932	2025 Canyons Resort Dr., #G-6
RP-G-7	0188940	2025 Canyons Resort Dr., #G-7
RP-G-8	0188957	2025 Canyons Resort Dr., #G-8
RP-H-1	0188965	2025 Canyons Resort Dr., #H-1
RP-H-2	0188973	2025 Canyons Resort Dr., #H-2
RP-H-3	0188981	2025 Canyons Resort Dr., #H-3
RP-H-4	0188999	2025 Canyons Resort Dr., #H-4
RP-H-5	0189005	2025 Canyons Resort Dr., #H-5
RP-H-6	0189013	2025 Canyons Resort Dr., #H-6
RP-H-7	0189021	2025 Canyons Resort Dr., #H-7
RP-H-8	0189039	2025 Canyons Resort Dr., #H-8
RP-I-1	0189047	2025 Canyons Resort Dr., #I-1
RP-I-2	0189054	2025 Canyons Resort Dr., #I-2
RP-I-3	0189062	2025 Canyons Resort Dr., #I-3
RP-I-4	0189070	2025 Canyons Resort Dr., #I-4
RP-I-5	0189088	2025 Canyons Resort Dr., #I-5
RP-I-6	0189096	2025 Canyons Resort Dr., #I-6
RP-I-7	0189104	2025 Canyons Resort Dr., #I-7
RP-I-8	0189112	2025 Canyons Resort Dr., #I-8
RP-J-1	0189120	2025 Canyons Resort Dr., #J-1
RP-J-2	0189138	2025 Canyons Resort Dr., #J-2
RP-J-3	0189146	2025 Canyons Resort Dr., #J-3
RP-J-4	0189153	2025 Canyons Resort Dr., #J-4

{01328863-1 }

RP-J-5	0189161	2025 Canyons Resort Dr., #J-5
RP-J-6	0189179	2025 Canyons Resort Dr., #J-6
RP-J-7	0189187	2025 Canyons Resort Dr., #J-7
RP-J-8	0189195	2025 Canyons Resort Dr., #J-8
RP-2-N-1	0189203	2025 Canyons Resort Dr., #N-1
RP-2-N-2	0189211	2025 Canyons Resort Dr., #N-2
RP-2-N-3	0189229	2025 Canyons Resort Dr., #N-3
RP-2-N-4	0189237	2025 Canyons Resort Dr., #N-4
RP-2-N-5	0189245	2025 Canyons Resort Dr., #N-5
RP-2-N-6	0189252	2025 Canyons Resort Dr., #N-6
RP-2-N-7	0189260	2025 Canyons Resort Dr., #N-7
RP-2-N-8	0189278	2025 Canyons Resort Dr., #N-8
RP-2-O-1	0189286	2025 Canyons Resort Dr., #O-1
RP-2-O-2	0189294	2025 Canyons Resort Dr., #O-2
RP-2-O-3	0189302	2025 Canyons Resort Dr., #O-3
RP-2-O-4	0189310	2025 Canyons Resort Dr., #O-4
RP-2-O-5	0189328	2025 Canyons Resort Dr., #O-5
RP-2-O-6	0189336	2025 Canyons Resort Dr., #O-6
RP-2-O-7	0189344	2025 Canyons Resort Dr., #O-7
RP-2-O-8	0189351	2025 Canyons Resort Dr., #O-8
RP-2-P-1	0189369	2025 Canyons Resort Dr., #P-1
RP-2-P-2	0189377	2025 Canyons Resort Dr., #P-2
RP-2-P-3	0189385	2025 Canyons Resort Dr., #P-3
RP-2-P-4	0189393	2025 Canyons Resort Dr., #P-4
RP-2-P-5	0189401	2025 Canyons Resort Dr., #P-5
RP-2-P-6	0189419	2025 Canyons Resort Dr., #P-6
RP-2-P-7	0189427	2025 Canyons Resort Dr., #P-7
RP-2-P-8	0189435	2025 Canyons Resort Dr., #P-8
RP-2-Q-1	0189443	2025 Canyons Resort Dr., #Q-1
RP-2-Q-2	0189450	2025 Canyons Resort Dr., #Q-2
RP-2-Q-3	0189468	2025 Canyons Resort Dr., #Q-3
RP-2-Q-4	0189476	2025 Canyons Resort Dr., #Q-4
RP-2-Q-5	0189484	2025 Canyons Resort Dr., #Q-5
RP-2-Q-6	0189492	2025 Canyons Resort Dr., #Q-6
RP-2-Q-7	0189500	2025 Canyons Resort Dr., #Q-7
RP-2-Q-8	0189518	2025 Canyons Resort Dr., #Q-8
RP-2-R-1	0189526	2025 Canyons Resort Dr., #R-1
RP-2-R-2	0189534	2025 Canyons Resort Dr., #R-2
RP-2-R-3	0189542	2025 Canyons Resort Dr., #R-3
RP-2-R-4	0189559	2025 Canyons Resort Dr., #R-4

{01328863-1 }

RP-2-R-5	0189567	2025 Canyons Resort Dr., #R-5
RP-2-R-6	0189575	2025 Canyons Resort Dr., #R-6
RP-2-R-7	0189583	2025 Canyons Resort Dr., #R-7
RP-2-R-8	0189591	2025 Canyons Resort Dr., #R-8
RP-2-S-1	0189609	2025 Canyons Resort Dr., #S-1
RP-2-S-2	0189617	2025 Canyons Resort Dr., #S-2
RP-2-S-3	0189625	2025 Canyons Resort Dr., #S-3
RP-2-S-4	0189633	2025 Canyons Resort Dr., #S-4
RP-2-S-5	0189641	2025 Canyons Resort Dr., #S-5
RP-2-S-6	0189658	2025 Canyons Resort Dr., #S-6
RP-2-S-7	0189666	2025 Canyons Resort Dr., #S-7
RP-2-S-8	0189674	2025 Canyons Resort Dr., #S-8
RP-2-T-1	0189682	2025 Canyons Resort Dr., #T-1
RP-2-T-2	0189690	2025 Canyons Resort Dr., #T-2
RP-2-T-3	0189708	2025 Canyons Resort Dr., #T-3
RP-2-T-4	0189716	2025 Canyons Resort Dr., #T-4
RP-2-T-5	0189724	2025 Canyons Resort Dr., #T-5
RP-2-T-6	0189732	2025 Canyons Resort Dr., #T-6
RP-2-T-7	0189740	2025 Canyons Resort Dr., #T-7
RP-2-T-8	0189757	2025 Canyons Resort Dr., #T-8
RP-3-U-1	0189765	2025 Canyons Resort Dr., #U-1
RP-3-U-2	0189773	2025 Canyons Resort Dr., #U-2
RP-3-U-3	0189781	2025 Canyons Resort Dr., #U-3
RP-3-U-4	0189799	2025 Canyons Resort Dr., #U-4
RP-3-U-5	0189807	2025 Canyons Resort Dr., #U-5
RP-3-U-6	0189815	2025 Canyons Resort Dr., #U-6
RP-3-U-7	0189823	2025 Canyons Resort Dr., #U-7
RP-3-U-8	0189831	2025 Canyons Resort Dr., #U-8
RP-3-V-1	0189849	2025 Canyons Resort Dr., #V-1
RP-3-V-2	0189856	2025 Canyons Resort Dr., #V-2
RP-3-V-3	0189864	2025 Canyons Resort Dr., #V-3
RP-3-V-4	0189872	2025 Canyons Resort Dr., #V-4
RP-3-V-5	0189880	2025 Canyons Resort Dr., #V-5
RP-3-V-6	0189898	2025 Canyons Resort Dr., #V-6
RP-3-V-7	0189906	2025 Canyons Resort Dr., #V-7
RP-3-V-8	0189914	2025 Canyons Resort Dr., #V-8
RP-3-W-1	0189922	2025 Canyons Resort Dr., #W-1
RP-3-W-2	0189930	2025 Canyons Resort Dr., #W-2
RP-3-W-3	0189948	2025 Canyons Resort Dr., #W-3
RP-3-W-4	0189955	2025 Canyons Resort Dr., #W-4

{01328863-1 }

RP-3-W-5	0189963	2025 Canyons Resort Dr., #W-5
RP-3-W-6	0189971	2025 Canyons Resort Dr., #W-6
RP-3-W-7	0189989	2025 Canyons Resort Dr., #W-7
RP-3-W-8	0189997	2025 Canyons Resort Dr., #W-8
RP-3-X-1	0190003	2025 Canyons Resort Dr., #X-1
RP-3-X-2	0190011	2025 Canyons Resort Dr., #X-2
RP-3-X-3	0190029	2025 Canyons Resort Dr., #X-3
RP-3-X-4	190037	2025 Canyons Resort Dr., #X-4
RP-3-X-5	190045	2025 Canyons Resort Dr., #X-5
RP-3-X-6	190052	2025 Canyons Resort Dr., #X-6
RP-3-X-7	190060	2025 Canyons Resort Dr., #X-7
RP-3-X-8	190078	2025 Canyons Resort Dr., #X-8
RP-3-Y-1	190086	2025 Canyons Resort Dr., #Y-1
RP-3-Y-2	190094	2025 Canyons Resort Dr., #Y-2
RP-3-Y-3	190102	2025 Canyons Resort Dr., #Y-3
RP-3-Y-4	190110	2025 Canyons Resort Dr., #Y-4
RP-3-Y-5	190128	2025 Canyons Resort Dr., #Y-5
RP-3-Y-6	190136	2025 Canyons Resort Dr., #Y-6
RP-3-Y-7	190144	2025 Canyons Resort Dr., #Y-7
RP-3-Y-8	190151	2025 Canyons Resort Dr., #Y-8
PR-3-Z-1	190169	2025 Canyons Resort Dr., #Z-1
RP-3-Z-2	190177	2025 Canyons Resort Dr., #Z-2
PR-3-Z-3	190185	2025 Canyons Resort Dr., #Z-3
RP-3-Z-4	190193	2025 Canyons Resort Dr., #Z-4
PR-3-Z-5	190201	2025 Canyons Resort Dr., #Z-5
RP-3-Z-6	190219	2025 Canyons Resort Dr., #Z-6
PR-3-Z-7	190227	2025 Canyons Resort Dr., #Z-7
RP-3-Z-8	190235	2025 Canyons Resort Dr., #Z-8
RP-4-K-1	206254	2025 Canyons Resort Dr., #K-1
RP-4-K-2	206262	2025 Canyons Resort Dr., #K-2
RP-4-K-3	206270	2025 Canyons Resort Dr., #K-3
RP-4-K-4	206288	2025 Canyons Resort Dr., #K-4
RP-4-K-5	206296	2025 Canyons Resort Dr., #K-5
RP-4-K-6	206304	2025 Canyons Resort Dr., #K-6
RP-4-K-7	206312	2025 Canyons Resort Dr., #K-7
RP-4-K-8	206320	2025 Canyons Resort Dr., #K-8
RP-4-L-1	206338	2025 Canyons Resort Dr., #L-1
RP-4-L-2	206346	2025 Canyons Resort Dr., #L-2
RP-4-L-3	206353	2025 Canyons Resort Dr., #L-3
RP-4-L-4	206361	2025 Canyons Resort Dr., #L-4

{01328863-1 }

RP-4-L-5	206379	2025 Canyons Resort Dr., #L-5
RP-4-L-6	206387	2025 Canyons Resort Dr., #L-6
RP-4-L-7	206395	2025 Canyons Resort Dr., #L-7
RP-4-L-8	206403	2025 Canyons Resort Dr., #L-8

The following common area parcels:

PP-75-M	0054332	PO Box 680526
PP-75-1	0198683	PO Box 680526
PP-75-2	0250906	PO Box 680526
PP-75-A-7	0220537	PO Box 680526
PP-75-75-A	0054340	PO Box 680033

**Property II. Red Pine Townhouses Condominium Units described as follows:**

<u>Tax Parcel ID No.</u>	<u>Summit County Tax Account #</u>	<u>Property Address</u>
RP-T-10	0212138	2149 W. Apache TRL # 10
RP-T-11	0212146	2148 W. Apache TRL # 11
RP-T-12	0212153	2148 W. Apache TRL # 12
RP-T-13	0212161	2148 W. Apache TRL # 13
RP-T-14	0212179	2149 W. Apache TRL # 14
RP-T-15	0212187	2148 W. Apache TRL # 15
RP-T-16	0212195	2149 W. Apache TRL # 16
RP-T-17	0212203	2148 W. Apache TRL # 17
RP-T-18	0212211	2149 W. Apache TRL # 18
RP-T-19	0212229	2144 W. Apache TRL # 19
RP-T-20	0212237	2105 W. Apache TRL # 20
RP-T-21	0212245	2144 W. Apache TRL # 21
RP-T-22	0212252	2105 W. Apache TRL # 22
RP-T-23	0212260	2144 W. Apache TRL #23
RP-T-24	0212278	2105 W. Apache TRL # 24
RP-T-25	0212286	2144 W. Apache TRL # 25
RP-T-26	0212294	2105 W. Apache TRL # 26
RP-T-27	0212302	2144 W. Apache TRL # 27
RP-T-30	0212310	2143 W. Comanche TRL #30
RP-T-32	0212328	2143 W. Comanche TRL #32
RP-T-33	0212336	2410 W. Comanche TRL #33
RP-T-34	0212344	2143 W. Comanche TRL #34
RP-T-35	0212351	2140 W. Comanche TRL #35
RP-T-36	0212369	2143 W. Comanche TRL#36
RP-T-37	0212377	2140 W. Comanche TRL#37
RP-T-38	0212385	2143 W. Comanche TRL#38
RP-T-39	0212393	2140 W. Comanche TRL#39
RP-T-40	0212401	2109 W. Comanche TRL#40
RP-T-41	0212419	2140 W. Comanche TRL#41
RP-T-42	0212427	2109 W. Comanche TRL#42
RP-T-44	0212435	2109 W. Comanche TRL#44
RP-T-45	0212443	2110 W. Comanche TRL#45
RP-T-46	0212450	2109 W. Comanche TRL#46
RP-T-47	0212468	2110 W. Comanche TRL#47
RP-T-48	0212476	2109 W. Comanche TRL#48
RP-T-49	0212484	2110 W. Comanche TRL#49

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RP-T-51	0212492	2110 W. Comanche TRL#51
RP-T-53	0212500	2110 W. Comanche TRL#53
RP-T-55	0212518	2110 W. Comanche TRL#55
RP-T-61	0212526	3661 N Nanajo TRL#61
RP-T-62	0212534	3662 N Nanajo TRL#62
RP-T-63	0212542	3661 N Nanajo TRL#63
RP-T-64	0212559	3662 N Nanajo TRL#64
RP-T-65	0212567	3661 N Nanajo TRL#65
RP-T-66	0212575	3662 N Nanajo TRL#66
RP-T-67	0212583	3661 N Nanajo TRL#67
RP-T-68	0212591	3662 N Nanajo TRL#68
RP-T-69	0212609	3661 N Nanajo TRL#69
RP-T-70	0212617	3710 N Nanajo TRL#70
RP-T-72	0212625	3710 N Nanajo TRL#72
RP-T-74	0212633	3710 N Nanajo TRL#74
RP-T-76	0212641	3710 N Nanajo TRL#76
RP-T-80	0212658	3754 N Nanajo TRL#80
RP-T-82	0212666	3754 N Nanajo TRL#82
RP-T-84	0212674	3754 N Nanajo TRL#84
RP-T-86	0212682	3754 N Nanajo TRL#86
RP-T-90	0212690	3796 N Nanajo TRL#90
RP-T-92	0212708	3796 N Nanajo TRL#92
PR-T-94	0212716	3796 N Nanajo TRL#94
RP-T-96	0212724	3796 N Nanajo TRL#96

**Property III. Park West Condominiums described as follows:**

<u>Tax Parcel ID No.</u>	<u>Summit County Tax Account #</u>	<u>Property Address</u>
PT-1-A	0055180	2100 Canyons Resort Dr #1-A
PT-1-B	0055198	2100 Canyons Resort Dr #1-B
PT-1-C	0055206	2100 Canyons Resort Dr #1-C
PT-1-D	0055214	2100 Canyons Resort Dr #1-D
PT-10-A	0055222	2100 Canyons Resort Dr #10-A
PT-10-B-1	0055230	2100 Canyons Resort Dr #10-B
PT-10-B-2	0055248	2100 Canyons Resort Dr #10-B-2
PT-11-A	0055255	2100 Canyons Resort Dr #11-A
PT-11-B	0055263	2100 Canyons Resort Dr #11-B
PT-11-C	0055271	2100 Canyons Resort Dr #11-C
PT-11-D	0055289	2100 Canyons Resort Dr #11 D
PT-12-A-1	0055297	2100 Canyons Resort Dr #12-A1
PT-12-A-2	0055305	2100 Canyons Resort Dr #12-A2
PT-12-B-1	0055313	2100 Canyons Resort Dr #12-B1
PT-12-B-2	0055321	2100 Canyons Resort Dr #12-B2
PT-13-A-1	0055339	2100 Canyons Resort Dr #13-A1
PT-13-A-2	0055347	2100 Canyons Resort Dr #13-A2
PT-13-B-1	0055354	2100 Canyons Resort Dr #13-B1
PT-13-B-2	0055362	2100 Canyons Resort Dr #13-B2
PT-14-A-1	0055370	2100 Canyons Resort Dr #14-A1
PT-14-A-2	0055388	2100 Canyons Resort Dr #14-A2
PT-14-B-1	0055396	2100 Canyons Resort Dr #14-B1
PT-14-B-2	0055404	2100 Canyons Resort Dr #14-B2
PT-14-C-1	0055412	2100 Canyons Resort Dr #14-C1
PT-14-C-2	0055420	2100 Canyons Resort Dr #14-C2
PT-14-D-1	0055438	2100 Canyons Resort Dr #14-D1
PT-14-D-2	0055446	2100 Canyons Resort Dr #14-D2
PT-15-A-1	0055453	2100 Canyons Resort Dr #15-A1
PT-15-A-2	0055461	2100 Canyons Resort Dr #15-A2
PT-15-B-1	0055479	2100 Canyons Resort Dr #15-B1
PT-15-B-2	0055487	2100 Canyons Resort Dr #15-B2
PT-16-A-1	0055495	2100 Canyons Resort Dr #16-A1
PT-16-A-2	0055503	2100 Canyons Resort Dr #16-A2
PT-16-B-1	0055511	2100 Canyons Resort Dr #16-B1
PT-16-B-2	0055529	2100 Canyons Resort Dr #16-B2
PT-17-A-1	0055537	2100 Canyons Resort Dr #17-A1
PT-17-A-2	0055545	2100 Canyons Resort Dr #17-A2



PT-17-B-1	0055552	2100 Canyons Resort Dr #17-B1
PT-17-B-2	0055560	2100 Canyons Resort Dr #17-B2
PT-17-C-1	0055578	2100 Canyons Resort Dr #17-C1
PT-17-C-2	0055586	2100 Canyons Resort Dr #17-C2
PT-17-D-1	0055594	2100 Canyons Resort Dr #17-D1
PT-17-D-2	0055602	2100 Canyons Resort Dr #17-D2
PT-18-A	0055610	2100 Canyons Resort Dr #18-A1
PT-18-B	0055628	2100 Canyons Resort Dr #18-A2
PT-19-A	0055636	2100 Canyons Resort Dr #19-A
PT-2-A	0055644	2100 Canyons Resort Dr #2-A
PT-2-B	0055651	2100 Canyons Resort Dr #2-B
PT-20-A	0055669	2100 Canyons Resort Dr #20-A
PT-20-B	0055677	2100 Canyons Resort Dr #20-B
PT-21-A	0055685	2100 Canyons Resort Dr #21-A
PT-21-B	0055693	2100 Canyons Resort Dr #21-B
PT-21-C	0055701	2100 Canyons Resort Dr #21-C
PT-21-D	0055719	2100 Canyons Resort Dr #21-D
PT-22-A	0055727	2100 Canyons Resort Dr #22-A
PT-22-B	0055735	2100 Canyons Resort Dr #22-B
PT-23-A	0055743	2100 Canyons Resort Dr #23-A
PT-23-B	0055750	2100 Canyons Resort Dr #23-B
PT-24-A	0055768	2100 Canyons Resort Dr #24-A
PT-24-B	0055776	2100 Canyons Resort Dr #24-B
PT-24-C	0055784	2100 Canyons Resort Dr #24-C
PT-3-A	0055974	2100 Canyons Resort Dr #3-A
PT-3-B	0044982	2100 Canyons Resort Dr #3-B
PT-3-C	0055990	2100 Canyons Resort Dr #3-C
PT-3-D	0056006	2100 Canyons Resort Dr #3-D
PT-4-A	0056303	2100 Canyons Resort Dr #4-A
PT-4-B	0056311	2100 Canyons Resort Dr #4-B
PT-4-C	0056329	2100 Canyons Resort Dr #4-C
PT-4-D	0056337	2100 Canyons Resort Dr #4-D
PT-5-A	0056345	2100 Canyons Resort Dr #5-A
PT-6-A	0056352	2100 Canyons Resort Dr #6-A
PT-6-B	0056360	2100 Canyons Resort Dr #6-B
PT-6-C	0056378	2100 Canyons Resort Dr #6-C
PT-6-D	0056386	2100 Canyons Resort Dr #6-D
PT-7-A	0056394	2100 Canyons Resort Dr #7-A
PT-7-B	0056402	2100 Canyons Resort Dr #7-B
PT-8-A-1	0056410	2100 Canyons Resort Dr #8-A1

PT-8-A-2	0056428	2100 Canyons Resort Dr #8-A2
PT-8-B	0056436	2100 Canyons Resort Dr #8-B
PT-9-A-1	0056444	2100 Canyons Resort Dr #9-A1
PT-9-A-2	0056451	2100 Canyons Resort Dr #9-A2
PT-9-B-1	0056469	2100 Canyons Resort Dr #9-B1
PT-9-B-2	005677	2100 Canyons Resort Dr #9-B2
PT-25-A	0055792	1920 W Canyons Resort Dr #25-A
PT-25-B	0055800	1920 W Canyons Resort Dr #25-B
PT-25-C	0055818	1920 W Canyons Resort Dr #25-C
PT-25-D	0055826	1920 W Canyons Resort Dr #25-D
PT-26-A	0055834	1920 W Canyons Resort Dr #26-A
PT-26-B	0055842	1920 W Canyons Resort Dr #26-B
PT-26-C	0055859	1920 W Canyons Resort Dr #26-C
PT-27-A	0055867	1920 W Canyons Resort Dr #27-A
PT-27-B	0055875	1920 W Canyons Resort Dr #27-B
PT-27-C	0055883	1920 W Canyons Resort Dr #27-C
PT-28-A	0055891	1920 W Canyons Resort Dr #28-A
PT-28-B	0055909	1920 W Canyons Resort Dr #28-B
PT-28-C	0055917	1920 W Canyons Resort Dr #28-C
PT-28-D	0055925	1920 W Canyons Resort Dr #28-D
PT-29-A	0055933	1920 W Canyons Resort Dr #29-A
PT-29-B	0055941	1920 W Canyons Resort Dr #29-B
PT-29-C	0055958	1920 W Canyons Resort Dr #29-C
PT-29-D	0055966	1920 W Canyons Resort Dr #29-D
PT-30-A	0056014	1920 W Canyons Resort Dr #30-A
PT-30-B	0056022	1920 W Canyons Resort Dr #30-B
PT-31-A	0056030	1920 W Canyons Resort Dr #31-A
PT-31-B	0056048	1920 W Canyons Resort Dr #31-B
PT-31-C	0056055	1920 W Canyons Resort Dr #31-C
PT-32-A	0056063	1920 W Canyons Resort Dr #32-A
PT-32-B	0056071	1920 W Canyons Resort Dr #32-B
PT-32-C	0056089	1920 W Canyons Resort Dr #32-C
PT-33-A	0056097	1920 W Canyons Resort Dr #33-A
PT-33-B	0056105	1920 W Canyons Resort Dr #33-B
PT-33-C	0056113	1920 W Canyons Resort Dr #33-C
PT-33-D	0056121	1920 W Canyons Resort Dr #33-D
PT-34-A	0056139	1920 W Canyons Resort Dr #34-A
PT-34-B	0056147	1920 W Canyons Resort Dr #34-B
PT-34-C	0056154	1920 W Canyons Resort Dr #34-C
PT-35-A	0056162	1920 W Canyons Resort Dr #35-A

PT-35-B	0056170	1920 W Canyons Resort Dr #35-B
PT-35-C	0056188	1920 W Canyons Resort Dr #35-C
PT-36-A	0056196	1920 W Canyons Resort Dr #36-A
PT-36-B	0056204	1920 W Canyons Resort Dr #36-B
PT-36-C	0056212	1920 W Canyons Resort Dr #36-C
PT-37-A	0056220	1920 W Canyons Resort Dr #37-A
PT-37-B	0056238	1920 W Canyons Resort Dr #37-B
PT-37-C	0056246	1920 W Canyons Resort Dr #37-C
PT-37-D	0056253	1920 W Canyons Resort Dr #37-D
PT-38-A	0056261	1920 W Canyons Resort Dr #38-A
PT-38-B	0056279	1920 W Canyons Resort Dr #38-B
PT-38-C	0056287	1920 W Canyons Resort Dr #38-C
PT-38-D	0056295	1920 W Canyons Resort Dr #38-D

The following common areas:

All "Common Areas" identified on that certain Park West Condominium Amended Boundary Plat, Recorded in the Office of the Summit County Recorder on August 20, 2010, Entry No. 00905264, at Book 2044 and Page 1343

**Property IV. Park West Village Resort Condominiums described as follows:**

<u>Tax Parcel ID No.</u>	<u>Summit County Tax Account #</u>	<u>Property Address</u>
PWC-1-1	0057178	1635 W Village Round Dr #1
PWC-1-2	0057186	1635 W Village Round Dr #2
PWC-1-5	0057194	1635 W Village Round Dr #5
PWC-1-6	0057202	1635 W Village Round Dr #6
PWC-2-3	0057210	1637 W Village Round Dr #3
PWC-2-4	0057228	1637 W Village Round Dr #4
PWC-2-7	0057236	1637 W Village Round Dr #7
PWC-2-8	0057244	1637 W Village Round Dr #8
PWC-3-10	0057251	3801 W Village Round Dr #10
PWC-3-11	0057269	3801 W Village Round Dr #11
PWC-3-12	0057277	3801 W Village Round Dr #12
PWC-3-9	0057285	3801 W Village Round Dr #9
PWC-4-13	0027293	3815 W Village Round Dr #13
PWC-4-14	0057301	3815 W Village Round Dr #14
PWC-4-17	0057319	3815 W Village Round Dr #17
PWC-4-18	0057237	3815 W Village Round Dr #18
PWC-5-15	0057335	3819 W Village Round Dr #15
PWC-5-16	0057343	3819 W Village Round Dr #16
PWC-5-19	0057350	3819 W Village Round Dr #19
PWC-5-20	0057368	3819 W Village Round Dr #20

The following common areas:

PWV-D-3	0205728	PO Box 680876
PWV-D-2	0205702	PO Box 680876

**V. Residential Properties described as follows:**

<b><u>Tax Parcel ID No.</u></b>	<b><u>Summit County Tax Account #</u></b>	<b><u>Property Address</u></b>
PWV-B-19-AM	0193007	1638 W Village Round Dr.
PWV-B-20-AM	0193015	1644 W. Village Round Dr.
PWV-B-21-AM	0193023	1650 W. Village Round Dr.
PWV-B-22-AM	0193031	1656 W. Village Round Dr.
PWV-B-23-AM	0193049	1664 W. Village Round Dr.
PWV-B-24-AM	0193056	1670 W. Village Round Dr.
PWV-B-25-AM	0193064	1676 W. Village Round Dr.
PWV-B-26-AM	0193072	1682 W. Village Round Dr.
PWV-B-27-AM	0193080	1688 W. Village Round Dr.
PWV-B-28-AM	0193098	1694 W. Village Round Dr.
PWV-B-29-AM	0193106	1700 W. Village Round Dr.
PWV-B-30-AM	0193114	1706 W. Village Round Dr.
PWV-B-31-AM	0193122	3993 N. Village Round Dr.
PWV-B-32-AM	0193130	3987 N. Village Round Dr.
PWV-B-33-AM	0193148	3981 N. Village Round Dr.
PWV-B-34-AM	0193155	3975 N. Village Round Dr.
PWV-B-35-AM	0193163	3959 N. Village Round Dr.
PWV-B-36-AM	0193171	3953 N. Village Round Dr.
PWV-B-37-AM	0193189	3947 N. Village Round Dr.
PWV-B-38-AM	0193197	3941 N. Village Round Dr.
PWV-B-39-AM	0193205	1685 W. Village Round Dr.
PWV-B-40-AM	0193213	1679 W. Village Round Dr.
PWV-B-41-AM	0193221	1673 W. Village Round Dr.
PWV-B-42-AM	0193239	1667 W. Village Round Dr.
PVW-D-56	0205645	3944 N. Village Round Dr.
PVW-D-57	0205652	3936 N. Village Round Dr.
PWV-D-58	0205660	3928 N Village Round Dr
PWV-D-59	0205678	3920 N Village Round Dr
PWV-D-60	0205686	3912 N Village Round Dr
PWV-D-61	0205694	3904 N Village Round Dr
PWV-A-1-AM	0425425	3885 N Village Round Dr
PWV-A-2-AM	0425433	3867 N Village Round Dr
PWV-A-3	0057608	3853 N Village Round Dr
PWV-A-9	0057731	1623 W. Village Round Dr.
PWV-A-10	0057384	1611 W Village Round Dr.

PWV-A-11	0057392	1599 W Village Round Dr
PWV-A-12	0057400	1587 W Village Round Dr
PWV-A-13	0057418	1573 W Village Round Dr
PWV-A-14	0057426	1572 W Village Round Dr
PWV-A-15	0057434	3866 N. Holiday Curve Dr.
PWV-A-17	0057467	3891 N. Last Run Dr.
PWV-A-19	0057483	3878 N Last Run Dr.
PWV-A-20	0057509	3886 N Holiday Curve Dr.
PWV-A-21	0057517	3898 N. Holiday Curve Dr.
PWV-A-22	0057525	3899 N. Holiday Curve Dr.
PWV-A-23	0057533	3911 N. Last Run Dr.
PWV-B-17-AM	0192983	3965 N Last Run Dr
PWV-A-24	0057541	3912 N. Holiday Curve Dr.
PWV-A-25	0057558	3931 N. Last Run Dr.
PWV-A-26	0057566	3930 N. Holiday Curve Dr.
PWV-A-27	0057574	3948 N. Holiday Curve Dr.
PWV-A-28	0057582	3947 N. Last Run Dr.
PWV-A-29	0057590	3946 N. Last Run Dr.
PWV-A-30	0057616	3924 N. Last Run Dr.
PWV-A-31	0057624	3923 N. Village Rim Road
PWV-A-32	0057632	3935 N. Village Rim Road
PWV-A-33	0057640	3948 N. Village Rim Road
PWV-A-34	0057657	3932 N. Village Rim Road
PWV-A-35	0057665	3916 N. Village Rim Road
PWV-A-36	0057673	3902 N. Village Rim Road
PWV-A-37	0057681	3886 N. Village Rim Road
PWV-A-38	0057699	3872 N. Village Rim Road
PWV-B-1-AM	0192827	3966 N Last Run Dr.
PWV-B-2-AM	0192835	3982 N Last Run Dr.
PWV-B-3-AM	0192843	1579 W. Holiday Curve Dr.
PWV-B-4-AM	0192850	1555 W. Holiday Curve Dr.
PWV-B-5-AM	0192868	3981 N Village Rim RD
PWV-B-6-AM	0192876	3965 N Village Rim RD
PWV-B-7-AM	0192884	3966 N Village Rim Road
PWV-B-8-AM	0192892	3982 N Village Rim Road
PWV-B-9-AM	0192900	3996 N Village Rim Road
PWV-B-10-AM	0192918	4010 N Village Rim Road
PWV-B-11-AM	0192926	1540 W Holiday Curve Dr
PWV-B-12-AM	0192934	1560 W Holiday Curve Dr
PWV-B-13-AM	0192942	1574 W Holiday Curve Dr

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PWV-B-14-AM	0192959	1588 W Holiday Curve Dr
PWV-B-15-AM	0192967	1602 W Holiday Curve Dr
PWV-B-17-AM	0192983	3965 N. Last Run Dr.
PWV-B-18-AM	0192975	3970 N. Holiday Curve Dr.
PWV-B-16-AM	0192983	3985 N. Last Run Dr.
PWV-B-12-AM	0192934	1560 W Holiday Curve Dr
PP-2-F	0060735	2185 W. Red Pine Rd.
PP-2-J-1	0250971	3524 N. Red Pine Rd.
PP-102-D-2-CD-X	0176614	4051 N. HWY 224
PWV-A-18	0057475	3895 N. Last Run Dr.
PWV-A-39	0057707	1565 W. Village Round Dr.
PP-102-A-3	0193387	3770 N. HWY 224

**EXHIBIT "B"**

**List and Copies of Water Purchase Contracts and Approved Exchange Applications  
to be Assigned**

1. Assignment dated June 16, 1989, by J.E. Roberts and Marilyn H. Roberts to Community Water Inc.

Exchange Application No. 1714 (35 Area), approved March 5, 1981, related to the above water purchase contract.

2. Assignment dated June 16, 1989, by J.E. Roberts to Community Water Inc.

Exchange Application No. 1286 (35 Area), approved July 16, 1982, related to the above water purchase contract.



Acct. No. 12038

RED NOTE AS  
311489

WEBER BASIN WATER

\$30.00 fee  
Paid 89 AUG -9 AM 8:57  
ALAN SPRIGGS  
SUMMIT COUNTY RECORDER

ASSIGNMENT

REC'D BY BH N.C.

THIS ASSIGNMENT, made this 16<sup>th</sup> day of June, 1989,  
by and between J.E. ROBERTS AND MARILYN H. ROBERTS as First Party  
and COMMUNITY WATER INC., as Second Party

WITNESSETH

1. WHEREAS, under date of April 19, 1978, J.E. ROBERTS AND  
MARILYN H. ROBERTS, as First Party, entered into a contract with  
Weber Basin Water Conservancy District for the purchase of 150.0  
acre-feet of water for replacement purposes, which contract was  
thereafter recorded in the office of the County Recorder of SUMMIT  
County, Utah, in Book M129 of records, Page 128, respectively,  
and,

2. WHEREAS, First Party now desires to assign and transfer to  
Second Party, First Party's entitlement to water under the  
contracts referred to in Paragraph 1 above,

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

3. FIRST PARTY hereby assigns and transfers to Second Party,  
all of First Party's right, title and interest in and to 150.0  
acre-feet of water referred to in Paragraph 1 above,

4. SECOND PARTY, in consideration of such assignment, hereby  
agrees with First Party to pay to Weber Basin Water Conservancy  
District, an annual amount to consist of the total of the  
following items:

(a) \$15.00 per acre-foot of water, being a total of  
\$2,250.00 to apply on the District's obligation under the  
repayment contract No. 14-06-400-33 between the United States  
and the District, as it has been or may be amended and

809 531-255 - 260

supplemented.

(b) An amount not to exceed \$5.00 annually as determined by the District to pay the District's special costs and expenses in administering this allotment.

(c) An amount equal to the assessments imposed by the State Engineer for the distribution of the water replaced hereunder.

(d) A fair proportionate amount of estimated operating and maintenance charges of the District for the then calendar year. Such fair proportionate amount shall be determined each year by the Board of Directors of the District and the determination shall be final and conclusive. If such estimate is more or less than the actual cost thereof, an appropriate adjustment will be made in the annual amount for the year following the year for which the estimate was made.

5. The first annual payment under items (a), (b), (c) and (d) above shall be made to Weber Basin Water Conservancy District upon such District's initial billing to Second Party therefor. Subsequent annual payments shall be paid as billed, whether or not any part of the water is called for or used.

6. SECOND PARTY further agrees to comply strictly with all of the terms and conditions of the contract referred to in paragraph 1 above, and proposes to use the water referred to in said contract, and herein, on the following described lands in SUMMIT County, Utah:

SEE ATTACHED EXHIBIT "A"

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

8. WEBER BASIN WATER CONSERVANCY DISTRICT may, as a condition of this Assignment, require security to be pledged and committed by the SECOND PARTY in addition to that so required in the contract

referred to in Paragraph 1 above in order to insure payments so required in said contract. The sufficiency and form of security shall be determined by the Weber Basin Water Conservancy District.

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

FIRST PARTY:

J.E. ROBERTS & MARILYN H. ROBERTS

By: J.E. Roberts

Title Partner

Attest: Marilyn H. Roberts

By: Marilyn H. Roberts

Title Partner

SECOND PARTY:

COMMUNITY WATER INC.

By: J.E. Roberts

Title pres.

Attest: Marilyn H. Roberts

By: Marilyn H. Roberts

Title Partner

Address: 1257 Third Avenue

Salt Lake City, Ut 84103

Approved: June 30, 1989

WEBER BASIN WATER CONSERVANCY DISTRICT

By: Wayne B. Hilson

President

President

Secretary

(SEAL)

-3- 531 PAGE 257

STATE OF UTAH )  
 : SS.  
COUNTY OF Salt Lake )

On this 16 day of June, 1988, personally appeared  
before me Jack E. Roth, the  
signers of the foregoing instrument who duly acknowledged to me  
that they executed the same.

[Signature]  
NOTARY PUBLIC  
Residing At: SL Co. Utah

My Commission Expires:

4/19/90

STATE OF UTAH )  
 : SS.  
COUNTY OF Salt Lake )

On this 16 day of June, 1988, personally appeared  
before me Jack E. Roth, President of Canyon Lake Inc., the  
signers of the foregoing instrument who duly acknowledged to me  
that they executed the same.

[Signature]  
NOTARY PUBLIC  
Residing At: SL Co. Utah

My Commission Expires:

4/19/90

STATE OF UTAH )  
 : SS.  
COUNTY OF Wasatch )

On this 20 day of June, 1988, personally appeared  
before me WYNNE B. GOSSEL, the  
signers of the foregoing instrument who duly acknowledged to me  
that they executed the same.

[Signature]  
NOTARY PUBLIC  
Residing At: LAMTON, UT

My Commission Expires:

6-2-90

STATE OF UTAH )  
 : SS.  
COUNTY OF Salt Lake )

On this 14th day of July, 1989, personally appeared before  
me Marilyn H. Roberts, the signer of the foregoing instrument who  
duly acknowledged to me that she executed the same.

[Signature]  
NOTARY PUBLIC  
Residing At: Sandy, UT

My Commission Expires:

April 9, 1993



### PROPOSED SERVICE AREA

The area which will be served by Applicant and which is known as its "Service Area" is entirely within Summit County, Utah, and shall include the following described parcels which are those connections currently served by Willow Creek Mutual Water Company or currently in a stand-by position with that company. Location for each area is shown on the map included with this Tariff.

1. The Park West Day Lodge, Branding Iron and Locker Room buildings located in the East 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 36, T. 1 S., R. 3 E., S.L.B.M.
2. The East 750 feet of the Southeast 1/4 of the Southeast 1/4 of Section 36, T. 1 S., R. 3 E., S.L.B.M.
3. The Park West Condominiums, a Utah condominium project.
4. Park West Village Plats B and D, Lots 6-8, 12-15, 17-18, 20, 21, 24, 27-30, 32, and 34-38 of Plat A, and the Snowed Inn Hotel in Plat C.
5. Four single family homes and one 4 unit apartment located in the SW 1/4 of SE 1/4 of SE 1/4 of Section 36, T. 1 S., R. 3 E., S.L.B.M. and in the NE 1/4 of NE 1/4 of Section 1, T. 2 S., R. 3 E., S.L.B.M.
6. A 7-11 Store located beginning at a point on the West line of Lot 13, PARK CITY WEST, PLAT NO. 1, said point being North along the section line 1836.89 feet and East 957.35 feet from the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 144.00 feet; thence West 100.00 feet; thence North 144.00 feet; thence East 100.00 feet to the point of beginning.
7. A T.V. Station located beginning at a point North 2,458.79 feet and East 899.61 feet from the SW corner of Section 31, T. 1 S., R. 4 E., S.L.B.M., thence West 90 feet, thence South 40 feet, thence East 90 feet, thence North 40 feet to the point of beginning.

(Continued)

800- 531 PAGE 259

EXHIBIT "A"

(Continuation)

8. A heliport facility located beginning at a point North 2090 feet and East 1350 feet from the SW corner of Section 31, T. 1 S., R. 4 E., S.L.B.M., thence North 100 feet, thence West 100 feet, thence South 100 feet, thence East 100 feet to the point of beginning.

9. A shop building located in the NE 1/4 of the SE 1/4 of Section 36, T. 1 S., R. 3 E., S.L.B.M.

10. The connecting point for service to Silver Springs Water Company located in the center of a street known as Summit Drive, the NE 1/4 of the NE 1/4 of the SE 1/4 of Section 36, T. 1 S., R. 3 E., S.L.B.M. This connection arose from a 1980 agreement between applicant's predecessor and the predecessor of the Silver Springs Water Company. Applicant takes the position that it has no obligation to deliver water under that agreement and the matter is currently in litigation. This connecting point is being included solely to allow the Commission to review the matter and does not grant any rights of service.

11. A connecting point for snow making for the Park West Ski Area. That point is in a small building located in the SW 1/4 of the NW 1/4 of the SE 1/4 of Section 36, T. 1 S., R. 3 E., S.L.B.M. Water for snow making would be furnished on an "as available" basis to be used only for that purpose.

BOOK 531 PAGE 260

BEFORE THE STATE ENGINEER OF THE STATE OF UTAH  
IN THE MATTER OF EXCHANGE APPLI- )  
CATION NUMBER 1714 (35 Area) ) MEMORANDUM DECISION

Exchange Application Number 1714 (35 Area) filed by J. E. Roberts seeks the right to exchange a maximum of 150.0 acre-feet of water obtained by Application Number 27611, U.S. Bureau of Reclamation and contract with Weber Basin Water Conservancy District, which has storage rights in East Canyon Reservoir. The 150.0 acre-feet of water will be released from East Canyon Reservoir into the East Canyon Creek and, in lieu thereof, 150.0 acre-feet of water will be diverted from six eight-inch well, 100 to 500 feet deep at the following points: (1) North 1600 feet and West 2300 feet; (2) North 500 feet and West 3190 feet; (3) North 2500 feet; (4) North 3400 feet and West 2000 feet; (5) North 2000 feet and East 1200 feet; (6) North 2950 feet and West 1350 feet all from the SW Corner of Section 36, T1S, R3E, SLB&M.

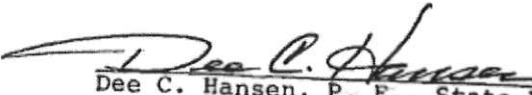
It appears that this exchange can be made provided certain precautions are taken.

It is, therefore, ORDERED and Exchange Application Number 1714 (35 Area) is hereby APPROVED subject to prior rights and the following conditions:

1. No more water may be diverted from the wells each year than the applicant is entitled to under the contract with Weber Basin Water Conservancy District.
2. The applicant shall install a permanent totalizing meter to measure the water obtained and the meter shall be available for inspection by the river commissioner at all reasonable times as may be required by the river commissioner in regulating this exchange.
3. The water being exchanged shall be released into the East Canyon Creek as called for by the river commissioner.

This decision is subject to the provisions of Section 73-3-14, Utah Code Annotated, 1953, which provides for plenary review by the filing of a civil action in the appropriate district court within sixty days from the date hereof.

Dated this 5th day of March, 1981.

  
Dee C. Hansen, P. E., State Engineer

DCH:RAL/dph

MEMORANDUM DECISION  
EXCHANGE APPLICATION  
NUMBER 1714 (35 Area)  
Page - 2 -

Mailed a copy of the foregoing Memorandum Decision this 5th day  
of March, 1981, to:

J. E. Roberts  
Box 1598  
PARK CITY UT 84060

TITLE CHANGE-SEE ABSTRACT

WEBER BASIN WATER CONSERVANCY DISTRICT  
2837 East Highway 193  
Layton, UT 84041

Mr. E. Blaine Johnson  
1615 East Shadow Valley Drive  
Ogden, UT 84403

By: Debra P. Horrocks  
Debra P. Horrocks, Secretary



Acct. No. 12037

RED NOTE AS

311490

WEBER BASIN WATER

89 AUG -9 AM 8:58

\$30.00 fee

Paid

ALAN SPRIGGS  
SUMMIT COUNTY RECORDER

REC'D BY ASSIGNMENT

THIS ASSIGNMENT, made this 16th day of June, 1989,  
by and between J.E. ROBERTS as First Party and COMMUNITY WATER  
INC., as Second Party

WITNESSETH

1. WHEREAS, under date of April 21, 1978, J.E. ROBERTS, as First Party, entered into a contract with Weber Basin Water Conservancy District for the purchase of 350.0 acre-feet of water for replacement purposes, which contract was thereafter recorded in the office of the County Recorder of SUMMIT County, Utah, in Book M199 of records, Page 166, respectively, and,

2. WHEREAS, First Party now desires to assign and transfer to Second Party, First Party's entitlement to water under the contracts referred to in Paragraph 1 above,

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

3. FIRST PARTY hereby assigns and transfers to Second Party, all of First Party's right, title and interest in and to 125.0 acre-feet of water referred to in Paragraph 1 above,

4. SECOND PARTY, in consideration of such assignment, hereby agrees with First Party to pay to Weber Basin Water Conservancy District, an annual amount to consist of the total of the following items:

(a) \$15.00 per acre-foot of water, being a total of \$1,875.00 to apply on the District's obligation under the repayment contract No. 14-06-400-33 between the United States and the District, as it has been or may be amended and

supplemented.

(b) An amount not to exceed \$5.00 annually as determined by the District to pay the District's special costs and expenses in administering this allotment.

(c) An amount equal to the assessments imposed by the State Engineer for the distribution of the water replaced hereunder.

(d) A fair proportionate amount of estimated operating and maintenance charges of the District for the then calendar year. Such fair proportionate amount shall be determined each year by the Board of Directors of the District and the determination shall be final and conclusive. If such estimate is more or less than the actual cost thereof, an appropriate adjustment will be made in the annual amount for the year following the year for which the estimate was made.

5. The first annual payment under items (a), (b), (c) and (d) above shall be made to Weber Basin Water Conservancy District upon such District's initial billing to Second Party therefor. Subsequent annual payments shall be paid as billed, whether or not any part of the water is called for or used.

6. SECOND PARTY further agrees to comply strictly with all of the terms and conditions of the contract referred to in paragraph 1 above, and proposes to use the water referred to in said contract, and herein, on the following described lands in SUMMIT County, Utah:

SEE ATTACHED EXHIBIT "A"

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

8. WEBER BASIN WATER CONSERVANCY DISTRICT may, as a condition of this Assignment, require security to be pledged and committed by the SECOND PARTY in addition to that so required in the contract

referred to in Paragraph 1 above in order to insure payments so required in said contract. The sufficiency and form of security shall be determined by the Weber Basin Water Conservancy District.

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

FIRST PARTY:

J.E. ROBERTS

By:

Title

Attest:

By:

Title

SECOND PARTY:

COMMUNITY WATER INC.

By:

Title

Attest:

By:

Title

Address:

1257 Third Avenue  
Salt Lake City, UT 84103

Approved: June 30, 1989

WEBER BASIN WATER CONSERVANCY DISTRICT

By:

Wayne B. Hilmer, President



800 531 PAGE 263

STATE OF UTAH )  
 : SS.  
COUNTY OF Salt Lake )

On this 16 day of June, 1987, personally appeared  
before me Jack E. Davis  
signers of the foregoing instrument who duly acknowledged to me  
that they executed the same.

[Signature]  
NOTARY PUBLIC  
Residing At: S. L. Davis

My Commission Expires:

4-18-90

STATE OF UTAH )  
 : SS.  
COUNTY OF Salt Lake )

On this 16 day of June, 1989, personally appeared  
before me Jack E. Davis, President of Council Lake the  
signers of the foregoing instrument who duly acknowledged to me  
that they executed the same.

[Signature]  
NOTARY PUBLIC  
Residing At: S. L. Davis

My Commission Expires:

4-18-90

STATE OF UTAH )  
 : SS.  
COUNTY OF DAVIS )

On this 30 day of JUNE, 1984, personally appeared  
before me Walter B. Davis the  
signers of the foregoing instrument who duly acknowledged to me  
that they executed the same.

[Signature]  
NOTARY PUBLIC  
Residing At: LANTON, UT

My Commission Expires:

6-2-90

### PROPOSED SERVICE AREA

The area which will be served by Applicant and which is known as its "Service Area" is entirely within Summit County, Utah, and shall include the following described parcels which are those connections currently served by Willow Creek Mutual Water Company or currently in a stand-by position with that company. Location for each area is shown on the map included with this Tariff.

1. The Park West Day Lodge, Branding Iron and Locker Room buildings located in the East 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 36, T. 1 S., R. 3 E., S.L.B.M.

2. The East 750 feet of the Southeast 1/4 of the Southeast 1/4 of Section 36, T. 1 S., R. 3 E., S.L.B.M.

3. The Park West Condominiums, a Utah condominium project.

4. Park West Village Plats B and D, Lots 6-8, 12-15, 17-18, 20, 21, 24, 27-30, 32, and 34-38 of Plat A, and the Snowed Inn Hotel in Plat C.

5. Four single family homes and one 4 unit apartment located in the SW 1/4 of SE 1/4 of SE 1/4 of Section 36, T. 1 S., R. 3 E., S.L.B.M. and in the NE 1/4 of NE 1/4 of Section 1, T. 2 S., R. 3 E., S.L.B.M.

6. A 7-11 Store located beginning at a point on the West line of Lot 13, PARK CITY WEST, PLAT NO. 1, said point being North along the section line 1636.89 feet and East 957.35 feet from the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 144.00 feet; thence West 100.00 feet; thence North 144.00 feet; thence East 100.00 feet to the point of beginning.

7. A T.V. Station located beginning at a point North 2,458.79 feet and East 899.61 feet from the SW corner of Section 31, T. 1 S., R. 4 E., S.L.B.M., thence West 90 feet, thence South 40 feet, thence East 90 feet, thence North 40 feet to the point of beginning.

(Continued)

EXHIBIT "A"

800- 531 PAGE 265

(Continuation)

8. A heliport facility located beginning at a point North 2090 feet and East 1350 feet from the SW corner of Section 31, T. 1 S., R. 4 E., S.L.B.M., thence North 100 feet, thence West 100 feet, thence South 100 feet, thence East 100 feet to the point of beginning.

9. A shop building located in the NE 1/4 of the SE 1/4 of Section 36, T. 1 S., R. 3 E., S.L.B.M.

10. The connecting point for service to Silver Springs Water Company located in the center of a street known as Summit Drive, the NE 1/4 of the NE 1/4 of the SE 1/4 of Section 36, T. 1 S., R. 3 E., S.L.B.M. This connection arose from a 1980 agreement between applicant's predecessor and the predecessor of the Silver Springs Water Company. Applicant takes the position that it has no obligation to deliver water under that agreement and the matter is currently in litigation. This connecting point is being included solely to allow the Commission to review the matter and does not grant any rights of service.

11. A connecting point for snow making for the Park West Ski Area. That point is in a small building located in the SW 1/4 of the NW 1/4 of the SE 1/4 of Section 36, T. 1 S., R. 3 E., S.L.B.M. Water for snow making would be furnished on an "as available" basis to be used only for that purpose.

531 PAGE 266

BEFORE THE STATE ENGINEER OF THE STATE OF UTAH

IN THE MATTER OF EXCHANGE APPLI- )  
CATION NUMBER 1286 (35 Area) ) MEMORANDUM DECISION

Exchange Application Number 1286 (35 Area) filed by Jack E. Roberts seeks the right to exchange 350.0 acre-feet of water obtained by Application Number 27611, U.S. Bureau of Reclamation and contract with Weber Basin Water Conservancy District which has storage rights in East Canyon Reservoir.

The 350.0 acre-feet will be released from East Canyon Reservoir and in lieu, thereof, 350.0 acre-feet of water will be diverted from wells as follows:

1. North 500 feet and East 2090 feet from the SW Corner, Section 35, T1S, R3E, SLB&M.
2. South 570 feet and West 450 feet from the NE Corner, Section 1, T2S, R3E, SLB&M.
3. North 2070 feet and West 100 feet from the SE Corner, Section 36, T1S, R3E, SLB&M.
4. North 2500 feet from the SW Corner, Section 36, T1S, R3E, SLB&M.
5. North 1500 feet and East 2000 feet from the SW Corner, Section 31, T1S, R4E, SLB&M.

The water was to be pumped from the above points described to be used at Park West Ski Resort for domestic and resort use in the SE $\frac{1}{4}$ , Section 36, T1S, R3E, SLB&M, and SW $\frac{1}{4}$ , Section 31, T1S, R4E, SLB&M.

The application was advertised in the Summit County Bee, June 30 through July 21, 1978, and was protested by Partnership Investments of Colorado, Inc., Ralph W. Wallin and Old Ranch Place Associates, Morgan County Water Users Association, and James F. Murnin.

A hearing was held on November 21, 1978, at Coalville, Utah, to consider the protests. The applicant restated his need for a year-round water supply at Park West Ski Resort. The protestants stated that they had decreed rights from White Pine, Red Creek, Willow Creek, and springs. They contended that Well Nos. 2 and 5 particularly would affect the flows of the creeks and springs. The Morgan County Water Users Association were concerned that the use would affect the water supply to Morgan County during a succession of dry years. The Weber River Water Rights Committee expressed their concern for possible effects.

MICROFILMED

MEMORANDUM DECISION  
EXCHANGE APPLICATION  
NUMBER 1286 (35 Area)  
Page - 2 -

After the hearing, written protests were received from James Ivers III, and Kearns - Tribune Corporation, who expressed the same position as was given at the protest hearing. It is the opinion of the State Engineer that wells drilled at points Nos. 2 and 5 will be in the alluvium of White Pine Creek and Red Pine Creek drainages and will interfere with the rights of the protestants.

It is, therefore, ordered and Exchange Application Number 1286 (35 Area) is hereby APPROVED, subject to prior rights and the following conditions:

1. That wells may be drilled and developed at Well Nos. 1, 3 and 4. Points of Diversion Nos. 2 and 5 are not approved.
2. No more water may be diverted from the well each year than the applicant is entitled to under the contract with Weber Basin Water Conservancy District.
3. The applicant shall install a permanent totalizing meter to measure the water obtained and the meter shall be available for inspection by the river commissioner at all reasonable times as may be required by the river commissioner in regulating this exchange.
4. The water being exchanged shall be released from East Canyon Reservoir into East Canyon Creek.

This decision is subject to the provisions of Section 73-3-14, Utah Code Annotated, 1953, which provides for plenary review by the filing of a civil action in the appropriate district court within sixty days from the date hereof.

Dated this 16th day of July, 1982.

  
For Dee C. Hansen, P.E., State Engineer

DCH:GSC:slf

MICROFILMED



MEMORANDUM DECISION  
EXCHANGE APPLICATION  
NUMBER 1286 (35 Area)  
Page - 3 -

Mailed a copy of the foregoing Memorandum Decision this 16th day  
of July, 1982, to:

J. E. Roberts  
Box 1598  
Park City, Utah 84060

James F. Murnin  
c/o Joseph Novak  
P.O. Box 3000  
Salt Lake City, Utah 84110

TITLE WAS RECORDED ABSTRACT

Partnership Investments of Colorado  
606 Newhouse Building  
Salt Lake City, Utah

Weber River Water Rights Committee  
2910 Washington Blvd.  
Ogden, Utah 84401

By:

  
Shauna L. Fernzelius, Secretary

**EXHIBIT "C"**

**Form of Bill of Sale**

## BILL OF SALE

### KNOW ALL MEN BY THESE PRESENTS THAT:

**Community Water Company, LLC**, a Delaware limited liability company ("Community Water"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has bargained, sold, assigned and transferred, and by these presents does hereby bargain, sell, assign and transfer to **Mountain Regional Water Special Service District**, a body corporate and politic of the State of Utah ("Mountain Regional"), the infrastructure components necessary in the operation of the Community Water public water system, and all equipment and facilities related thereto, currently utilized by Community Water in providing water service to its customers in Summit County, State of Utah as set forth on Exhibit A hereto.

By acceptance of this Bill of Sale, Mountain Regional hereby acknowledges and agrees that it shall take title to the Personal Property in its "AS IS, WHERE IS" condition, and without warranty of any kind, either express or implied.

This Bill of Sale is given subject to and in conformance with the terms and conditions set forth in that certain Annexation and Asset Acquisition Agreement dated \_\_\_\_\_, 2018, by and between Community Water and Mountain Regional, the terms and conditions of which survive this Bill of Sale.

**IN WITNESS WHEREOF**, Community Water Company, LLC has set its hand to this Bill of Sale this \_\_\_\_ day of \_\_\_\_\_, 2018.

**COMMUNITY WATER COMPANY, LLC**  
**a Delaware limited liability company**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Utah            }  
                              :ss.  
County of Summit }

On the \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me \_\_\_\_\_,  
the \_\_\_\_\_ of Community  
Water Company, LLC a Delaware limited liability company, who duly acknowledged that he executed  
the foregoing instrument in behalf of said limited liability company and that said limited liability  
company duly executed the same.

\_\_\_\_\_  
Notary Public

**Exhibit A**  
**List of Assets and Infrastructure**

**1. The following Weber Basins Water Conservancy District Exchange Contracts:**

- Exchange Contract 12037 - 125 AF of Water
  - AKA: Water Right No. 35-6721; Exchange Application E1286
- Exchange Contract 12038 - 150 AF of Water
  - AKA: Water Right No. 35-7497; Exchange Application E1714

**2. The following Wells, Tanks and Other System Components (Division of Drinking Water System # 22012):**

- **Wells**
  - Gulch Well Head with 100 GPM, 8 inch casing and approximately 446 feet deep
  - Gulch Well Equipment, pitless adaptor, pump and vault
  - Wagon Trail #2 Well Head with 30 GPM, 6 inch well casing and approximately 409 feet deep
  - Wagon Trail #2 Well Equipment, pitless adaptor, pump and vault
- **Treatment Plant:**
  - Willow Draw Water Treatment Plant installed between 1970 and 1980 with design capacity of 300 GPM and estimated actual current capacity of 220 GPM
- **Storage Tanks:**
  - Storage Tank #1: Steel tank with 423,000 Gallon holding capacity installed between 1970 and 1980. Currently out of service and partially demolished
  - Storage Tank # 2: Steel tank with 240,000 Gallon holding capacity installed between 1970 and 1980.
- **Misc. System Components:**
  - Master Water Meters:
    - Upper Master Water Meter installed between 1980 and 1990
    - Master Water Meter #1 installed between 1980 and 1990
    - Master Water Meter #1 installed between 1980 and 1990
  - 3 Pressure Reducing Values installed between 1980 and 1990

- Interconnect #1 with Summit Water Distribution Company installed in 1996
- Interconnect #2 with Summit Water Distribution Company installed in 2004
- Air/Vacuum Release Valve installed in 2000
- Service Connection Meters:
  - 8-inch waterline – approximately 28,300 linear feet installed before 1980
  - 6-inch waterline – approximately 12,200 linear feet installed before 1980
  - 3-inch waterline – approximately 100 linear feet installed before 1980
  - 2-inch waterline – approximately 1,200 linear feet installed before 1980
- Transmission and Distribution Lines

## **EXHIBIT D**

### **Depictions of System Improvements, Engineering Report, and Estimated Costs**



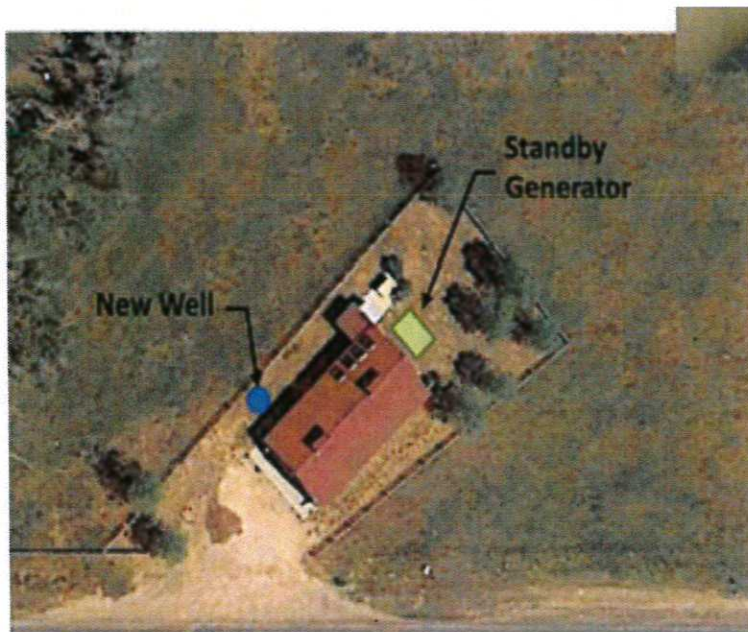












### Old Ranch Road Pump Station Improvements

The Old Ranch Road pump station provides water to MRW's White Pine tank. The Community Water distribution system will be supported by water stored in the White Pine tank.

#### Improvement Summary:

- New well adjacent to the Old Ranch Rd. Pump station
- New pump to provide additional water to the Community Water system
- Standby generator for reliability of service

## Old Ranch Road Pump Station Improvements

The Old Ranch Road pump station provides water to MRW's White Pine tank. The Community Water distribution system will be supported by water stored in the White Pine tank.

### Improvement Summary:

- New well adjacent to the Old Ranch Rd. Pump station
- New pump to provide additional water to the Community Water system
- Standby generator for reliability of service



**Mountain Regional Water**  
**Estimated Community Water Capital Project Costs & Debt Service**  
**March 8, 2018**

		ACB Meeting March 8, 2018
Project Cost		\$ 1,630,000
Master Plan / Preliminary Engineering	\$ 346,000	346,000
Final Engineering	5.0%	81,500
Project Contingency	22.3%	381,665
Well Feasibility Study	15,000	15,000
Water Rights Transfer	15,000	15,000
Inspection	3.0%	70,730
Issuance Costs	1.0% + \$30,000	35,399
Total Bond		2,600,000
Interest Rate		3.0%
Years		20
Annual Payment		\$174,761
Units		511
Monthly Infrastructure Fee		\$ 28.50
On-site Projects		
Meter Replacement		475,000
Line Work		175,000
Connect 2 Houses (not in original annexation)		40,000
Interconnect (Tee Box)		100,000
Refurbish PRVs		90,000
Refurbish Wells (Electrical & SCADA)		100,000
Replace Well Pumps (Clean Wells)		100,000
Demolish Treatment Plant		50,000
SCADA Improvements		50,000
Total On-site Projects		1,180,000
Off-site Projects (In lieu of fixing CW Treatment Plant and Tank) <sup>(1)</sup>		
Well - Willow Draw or Silver Creek		320,000
Pump/VFD - Old Ranch Road		85,000
Standby Generator (50%)		45,000
Total Off-site Projects		450,000
Total Project Costs		\$ 1,630,000

(1) - It is much more cost effective for MRW to drill a replacement well and add a booster pump to its existing Old Ranch Road booster station than it is to replace the Community Water Treatment Plant and failed tank. Further, the well can be operated year-round, while the treatment plant is limited to early summer. MRW can store the water from the new well in its existing White Pine Canyon storage tank, that has more than sufficient surplus storage capacity to serve Community Water. Doing these off-site projects will also improve backup and redundancy for Community Water.





MOUNTAIN REGIONAL WATER  
SPECIAL SERVICE DISTRICT

# Mountain Regional Water's Engineering Evaluation of the Community Water Annexation

System Capabilities and Recommended Improvements

Author: Scott Morrison – MRW Staff Engineer

Date: 3/29/18

6421 N. Business Park Loop Rd. Suite A • P. O. Box 982320 • Park City, Utah 84098  
Office: 435.940.1916 • Fax: 435.940.1945 • Email: [customerservice@mrregional.org](mailto:customerservice@mrregional.org)  
[www.mrregional.org](http://www.mrregional.org)

## Table of Contents

I.	Introduction .....	2
II.	Overview of the Community Water System and Integration Approach.....	2
a.	Community Water Service Area.....	2
b.	Interconnect Facility .....	4
III.	Community Water Asset Summary.....	5
a.	Water Rights Portfolio .....	5
b.	Sources.....	6
c.	Storage .....	7
d.	Distribution System.....	8
i.	Meter Replacement .....	8
ii.	Fire Flow and Level of Service Improvements .....	8
iii.	Pressure Reducing Valve (PRV) Rehabilitation .....	10
iv.	SCADA Improvements.....	11
v.	Underground Piping and Appurtenances .....	11
IV.	Off-Site Improvements to the Mountain Regional Water system.....	11
a.	Drill and Equip New Well Source .....	11
b.	Old Ranch Rd. Pump Station Improvements .....	11
V.	Easements.....	12
VI.	Summary of Improvement Costs .....	12
VII.	Conclusion.....	13
	Appendix A.....	14
	Summary of the Available Fire Flow from MRW's Hydraulic Model Junction Nodes.....	14
	References .....	16

## I. Introduction

On February 14<sup>th</sup>, the Summit County Council accepted a Resolution for Annexation of the Community Water Company (CWC) water system and its customers into the Mountain Regional Water (MRW), Special Service District's service area. As part of the annexation process, a number of improvements will need to be performed to both the CWC and MRW systems to facilitate the integration of the two systems. In 2014, a water master plan was prepared for the CWC by Bowen Collins & Associates, Inc. This master plan document was used as a basis in the engineering evaluation performed by MRW staff. Due to the integration approach of the CWC system into MRW's distribution infrastructure, the identified deficiencies and suggested improvements in some cases deviate from those suggested by Bowen Collins Consulting Engineers. The findings of this report will lead to the basis for a Utah Division of Drinking Water loan which will be paid for through a monthly assessment by the CWC customers.

The following report is broken up into four primary sections summarized in the list below:

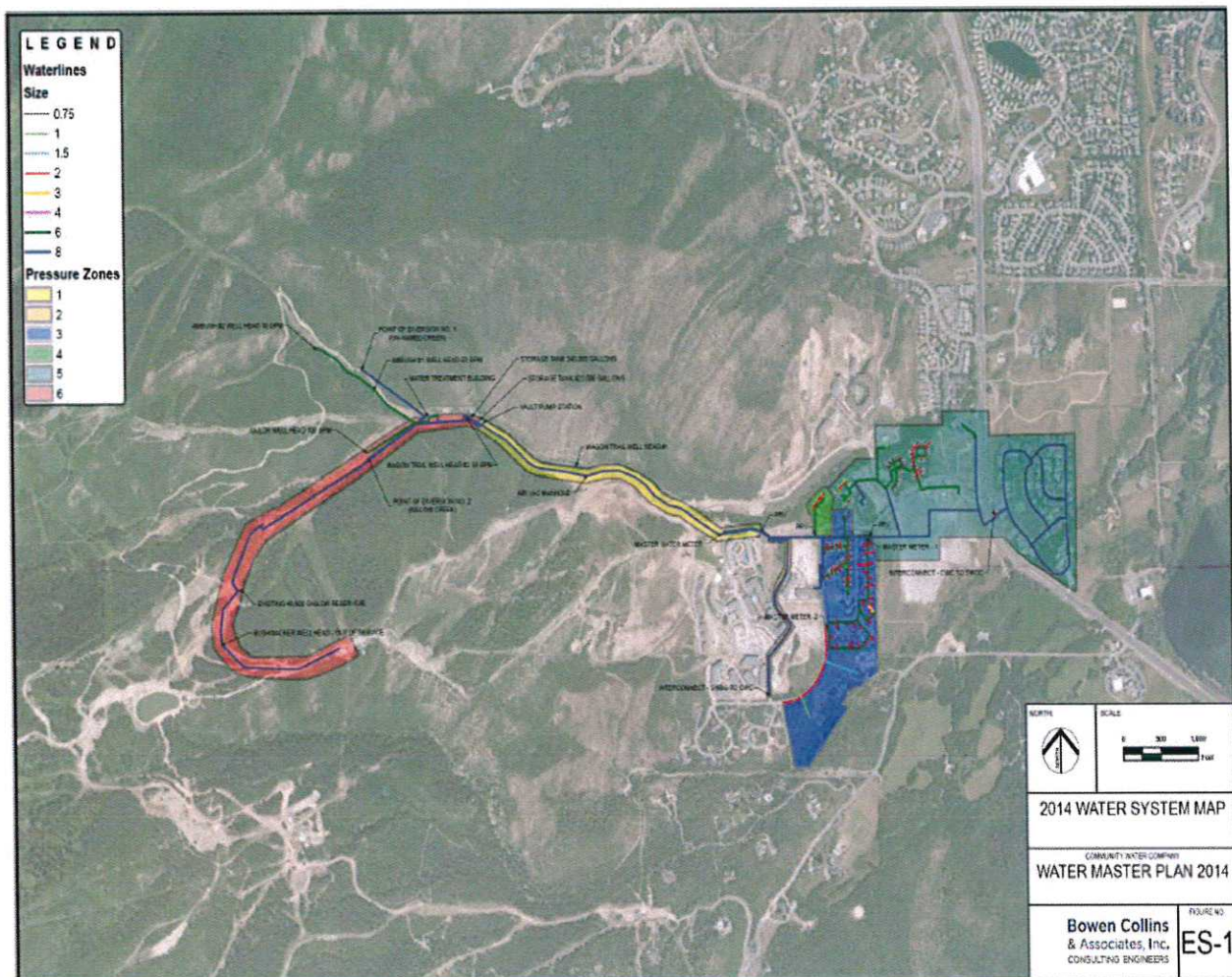
- Overview of the CWC water system, its service area and the integration approach to connect the CWC and MRW systems
- Summary of the core assets of the CWC water system, their deficiencies and recommendations for on-site improvements
- Off-site improvements to the MRW system required to ensure the CWC's source and capacity needs are met as well as improvements to their reliability of service
- Summary of estimated improvement costs

## II. Overview of the Community Water System and Integration Approach

### a. Community Water Service Area

The CWC provides culinary water to a population of approximately 500 connections and is considered a built-out system based on the original intent of the water system design. Its service area is located in the vicinity of the Canyons Village in Park City, UT; their sources and storage tank are located in Willow Draw, a canyon on the north end of the Park City ski resort. These water sources and connected storage tank feed culinary water via gravity to the CWC's customers located in the Lower Canyons Village and Park West development areas. Figure 1 on the following page illustrates the CWC service area and distribution system components.







As illustrated in Figure 1, the Community Water system is easily broken up into the sources and storage components on the west side of the map and the customer base on the east side, largely contained within Pressure Zones 3 and 5. It's important to note that following the annexation process, the infrastructure west of the Willow Creek Point of Diversion No. 2, shown in Pressure Zone 6, will be disconnected from the CWC system and maintenance and water delivery responsibilities taken over by Park City Resort.

#### b. Interconnect Facility

The interconnection of the two water systems will be completed in an above ground utility structure located adjacent to the Fire Station on Canyons Resort Dr. This location offers the ability for the CWC to tie the customer core of their water system into one of MRW's transmission mains which connect the east and west sides of Snyderville Basin. Tying into this transmission line will offer a significant improvement in fire flow compared to their current system, the access to a 500,000-gallon water storage reservoir and offer like system pressures to what they are currently experiencing. Based on field pressure measurements, the CWC's customers residing in Pressure Zone 3 of their system (zone where interconnection is located) should expect a pressure increase of approximately 10 psi. Figure 2 illustrates how the two water systems overlap one another and the location of the interconnect.



*Figure 2: Overview of the layout of the MRW and CWC systems and location of the interconnect facility*

Figure 2 illustrates the layout of the CWC and MRW water systems in the Lower Canyons Village area. The pipe network shown in blue is the CWC's; the pipe network shown in red is MRW's. It's clear from

this illustration how the interconnect facility is ideally located in the heart of the CWC's distribution system.

The interconnect facility will include the interconnect piping, the necessary Supervisory Control and Data Acquisition (SCADA) automation components, communication, and security equipment, and a new PRV to serve Pressure Zone 5 of the CWC system. Figure 3 below illustrates a preliminary design of the mechanical piping layout of the interconnect facility.

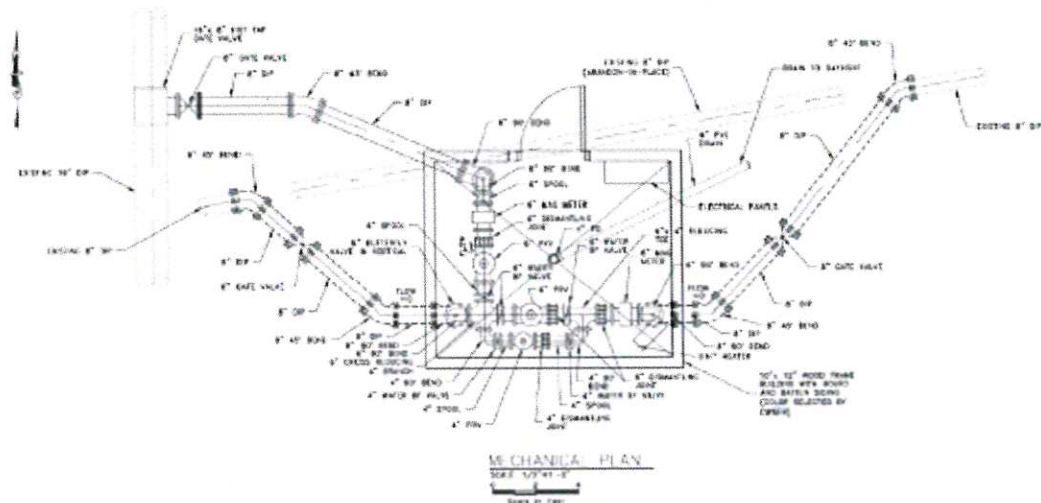


Figure 3: Mechanical schematic of the interconnect facility

As illustrated in Figure 3, the interconnect facility will connect to the MRW cross-basin transmission line on the west side; the CWC distribution main will be brought through the facility and a new PRV added to replace the one currently located north of the Red Pine Condominium complex.

### III. Community Water Asset Summary

#### a. Water Rights Portfolio

While there have been several studies performed to evaluate the water rights utilized by the CWC, including what is available to serve the future of the company, MRW has evaluated these studies and found that the only legitimate rights available for use are as presented in this section.

Historically – the CWC has been involved with four or more different water rights, most of which were originally acquired by Jack Roberts or one of his related investment entities. Currently however, the CWC maintains ownership in only two legitimate water rights. These are both based on Weber Basin Water Conservancy District (WBWCD) exchanges as follows:

- 35-6721 (E1286); an Exchange for WBWCD contract # 12037, for 125 AF from 3 wells
- 35-7497 (E1714); an Exchange for WBWCD contract, for 150 AF from 6 wells

As can be seen in the listing above, the CWC currently retains ownership of a combined 275 acre-feet of water per year from spring and well sources.



The CWC also utilizes three points of diversion: Two groundwater sources; the Gulch Well, and Wagon Trail Well #2, and one surface water source which feeds a water treatment plant; the Willow Creek points of diversion(s) 1 and 2.

Interestingly – we could not find a legal point of diversion for the surface water points of diversion in Willow Creek. However, it was later discovered that Mountain Regional Water owns a surface water right at point of diversion 1 which could be utilized for the future use of the plant. Right number 35-5778 (a10975) which allows for the surface use of 180-acre feet, is a decreed right and is currently being held for future development in the District.

Important actions which are planned to be completed as part of the annexation of the CWC system include:

1. Transfer ownership and title to the above-mentioned water rights to MRW.
2. Determine that the exchanges have legal contracts in good standing with WBWCD and ensure that they are transferred properly to MRW.
3. There are also some errors in the points of diversion shown in the existing exchange applications which should be corrected to avoid potential future water rights conflicts.

Any future sources development performed by MRW will allocate water rights out of MRW's existing portfolio.

#### b. Sources

Currently, the surface water treatment plant and Wagon Trail and Gulch wells are the CWC's only operable sources. Bowen Collins has deemed the water treatment plant "past its normal recommended service life". Based on their analysis and the supporting findings of the Sanitary Survey performed by the State of Utah's Division of Drinking Water, the water treatment plant will be decommissioned and its effluent source water will no longer be available. Although the treatment plant will be decommissioned, the building will be utilized as a control center for nearby well heads and storage facilities. In order to facilitate this, a demolition and removal of treatment plant components will be performed and basic clean up procedures taken to prep the facility for its future use.

The remaining productive sources are the Gulch and Wagon Trail Wells which produce approximately 100 gallons per minute (gpm) and 30 gpm respectively. The Gulch and Wagon Trail wells have each been serviced within the last 6 years. In 2012, the Gulch Well was brushed, inspected through video analysis, and had its pump and motor replaced. In 2016, the Wagon Trail Well had similar yet expanded service performed including brushing, video inspection, new pump and motor, and new electrical drive cable and column assembly. Based on correspondence with Nickerson Company personnel, the contractor who performed the maintenance activities, MRW is confident that these wells have no known down hole deficiencies at this time. For sake of redundancy and to limit any out-of-service time, Mountain Regional plans to purchase a replacement pump and motor for each of these wells and store them until needed. Mountain Regional also plans to replace the above ground mechanical appurtenances such as pump control valves and meters for proper operation and monitoring.

Historical water quality data has been acquired from the Division of Drinking Water and reviewed to ensure the current data supports compliance with Utah state code. All water quality samples over the

last 15+ years have been compliant. MRW for prudence has requested investigative samples be taken on these wells and expects results in the middle of April. Once results are obtained, this report will be updated with the findings.

Currently, the Gulch and Wagon Trail wells are manually operated. Mountain Regional Water plans to add the ability for remote operation through the addition of power and telemetry equipment to monitor and operate these sources through their SCADA system. These onsite improvements will include the following items:

- The addition of disconnect breakers in the water treatment plant facility
- Power and control conduit runs from water treatment plant to well heads
- The installation of telemetry radios, antennas, and control panels at the treatment plant facility

Figure 4 below illustrates the proximity of the sources and improvements discussed.



Figure 4: Overview of source assets owned by the CWC and the improvements planned

### c. Storage

The CWC currently has one culinary water storage tank located in Willow Draw. The illustration provided in Figure 4 shows two tanks but the larger of the two failed in 2017 and has since been removed from the site. The remaining tank holds 240,000 gallons of water; based on the analysis by Bowen Collins, the CWC requires 462,000 gallons of water storage. This deficiency led to the inability of Community Water customers to irrigate their properties during the summer of 2017. Once the interconnect facility described in Section II.b is completed, the CWC customers will have access to ample water storage, in MRW's White Pine tank, and the ability to irrigate as desired.



The CWC's remaining tank was inspected in June of 2015 and inspection report obtained by MRW. MRW is planning to complete the recommended improvements per the inspection report to ensure future reliability of the storage facility. The itemized improvements are listed below:

- Recoat the exterior roof and shell to rehabilitate what's described as corroded areas making up approximately 10% of the total area
- Review the need for a reservoir mixing system to prevent freezing
- Install a roof safety railing near the roof access hatch to meet OSHA standards
- Place OSHA required confined space entry placards near the shell and roof manway access hatches
- Install OSHA required safety climb device on exterior ladder

#### d. Distribution System

There are a number of distribution system improvements that will need to be performed to accomplish the integration of the two water systems and improve the fire flow support and level of service to the CWC customers. The following sections detail these improvements.

##### i. Meter Replacement

MRW plans to replace all of the CWC customer water meters to ensure interoperability with MRW's meter architecture. MRW utilizes Badger E-Series ultrasonic water meters with real-time cellular network-based reading capability that allows MRW to keep their water losses to a minimum and alert customers of potentially damaging water leaks. These meter replacements will include the water meter, programming, and the replacement of any connected equipment that needs to be replaced to ensure longevity and reliability of performance.

##### ii. Fire Flow and Level of Service Improvements

Per Bowen Collins Master Plan report, the CWC water system has significant deficiencies with respect to the ability to provide the necessary fire flow to all points of connection while maintaining positive system pressure. MRW has performed a hydraulic model analysis of the CWC fire flow capabilities, with the assumption that the interconnect facility has been constructed, and compared scenarios following the installation of pipe improvement projects highlighted in the Bowen Collins report to best understand the most cost-effective improvements. To ensure the correct fire flow targets are being evaluated by MRW staff, MRW contacted the local fire marshal from the Park City Fire District (PCFD). The following targets were provided:

- Residential and townhome units – 1,000 gpm for a duration of 2 hours
- Condominium units – 2,000 gpm for a duration of 2 hours

The most critical deficiency found in the CWC system was the lack of fire hydrants on Red Pine Rd. leaving two residences without adequate fire protection. To improve this condition, MRW recommends installing approximately 700 linear feet of 8" diameter water main, placing a fire hydrant at the end of this main within 600 feet of the residences (target requirement per PCFD), and reconnecting the water service laterals to the new water main. By installing this water main and reconnecting the service laterals, the CWC system not only has an improvement in the form of a hydrant but also in the ability to maintain positive pressure at the points of connection for these two residences which improves the fire

flow capability at adjacent areas within the water system. This improvement is labeled in Figure 5 with a blocked number 1.

The improvement labeled as number 2 in Figure 5 leads to a significant improvement in fire flow delivery to the Red Pine Condominiums. The Red Pine Condos have a fire flow target of 2,000 gpm; prior to improvement number 2, they have approximately 1,000 gpm of capability; following the improvement they have approximately 1,800 gpm at the far south end of the complex (worst case).

The final improvement recommended by MRW is labeled as number 3. This improvement is wholly related to an improvement in level of service for the townhome units in the Hidden Creek subdivision, east of Frostwood Dr., and the commercial connections in the vicinity of the Cabriolet at the base of the Canyons. By installing this water main, these areas will be serviced by a looped water system which allows MRW to limit the number of customers affected by a service outage in this area.

Figure 5 illustrates the fire flow targets requested by the PCFD for each area of the CWC system. Figure 5 additionally shows the location of the three water main improvements that were described immediately above.

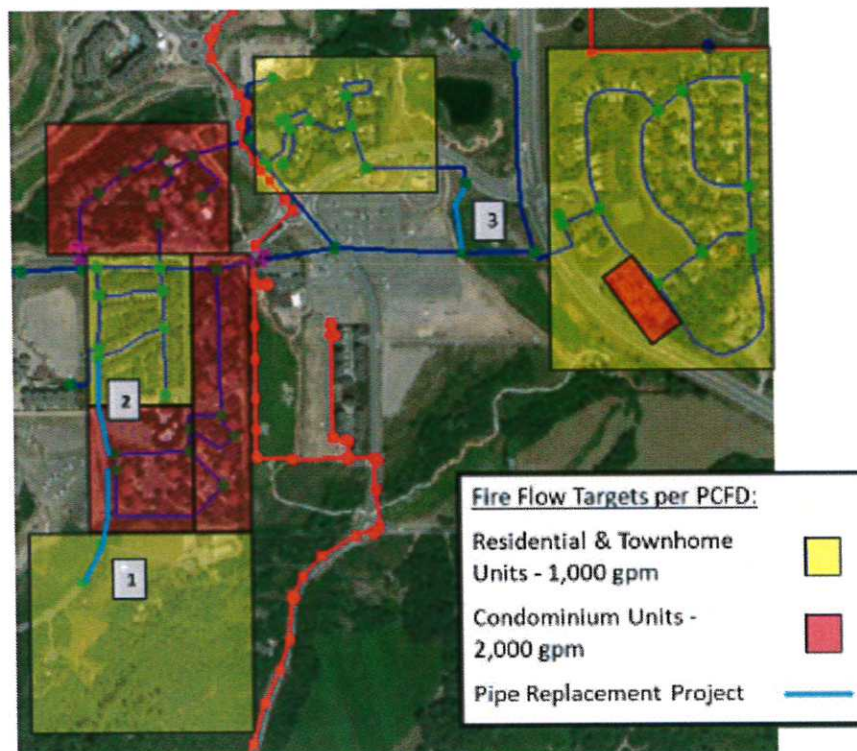


Figure 5: Overview of PCFD fire flow capability targets and pipe improvement projects

The yellow shaded areas in Figure 5 illustrate the residential and townhome areas of the CWC system; the red shaded areas bound the condominium areas; the highlighted blue portions of water main show the pipe improvement projects that MRW plans to complete following the annexation of the CWC into our service area. Once these improvements are made, nearly all points of connection meet the PCFD's



fire flow targets with the exception to the south end of the Red Pine Condominium complex which narrowly misses as discussed on the previous page. Additional improvements have been evaluated to bump the Red Pine Condos over the 2,000 gpm threshold but the minimal resulting increases in fire flow do not warrant the additional costs. The fire flow results for all junction nodes found in MRW's hydraulic model are provided in Appendix A.

### iii. Pressure Reducing Valve (PRV) Rehabilitation

The CWC water system includes three PRV vaults which are critical to the safe operation of the system and are in need of replacement. MRW plans to not only replace these valves but to consolidate and incorporate them into two above ground utility sheds to improve the ability to access and maintain this infrastructure. Figure 6 illustrates the current and future locations of the PRV facilities.



*Figure 6: Overview of the CWC PRV locations both current and future*

MRW plans to consolidate E1 and E2 shown in Figure 6 into one control valve facility, labeled as F1. The PRV located at E1 will be replaced with a solenoid control valve once moved into the F1 facility to allow for proper integration of the CWC source and storage infrastructure into the MRW system. E2 will be brought into the F1 facility and replaced with a unit of similar design to ensure reliability of service going forward. The system water pressures have been reviewed under the final condition of this change and verified to ensure that lowering the elevation of E1 will not exceed the typical operating pressures of a distribution system.

#### iv. SCADA Improvements

SCADA monitoring and telemetry equipment will be installed at the interconnect and consolidated control valve facilities. These improvements will include the following:

- Electrical cabinets which include Programmable Logic Controllers (PLCs) and backup power supplies
- Communication radios and related antennas and equipment
- General site monitoring equipment such as intrusion alarms, flood sensors, room temperature sensor, and water meters

Once installed, the above equipment will be integrated into the MRW SCADA system and programmed to meet the needs of the facility.

#### v. Underground Piping and Appurtenances

The most difficult assets to gain understanding on the condition and possible need for improvement is the underground water main infrastructure and related appurtenances. MRW is planning on maintenance expenses to replace valve seats, fire hydrants, and other unforeseen replacement activities related to damaged or broken distribution components. These replacements will be better defined and prioritized accordingly once a complete operational inspection on the distribution system is performed (hydrants operated, valves exercised) following the annexation of the CWC into MRW's service district.

### IV. Off-Site Improvements to the Mountain Regional Water system

#### a. Drill and Equip New Well Source

MRW plans to add a new well to its source water portfolio to make up for the CWC's source deficiency created by their outdated water treatment plant. The pros and cons of implementing a new surface water treatment plant were weighed against those of a new well and it's believed that a new well will provide better year-round capability than a surface water source in Willow Draw. Loughlin Water Associates will perform a well feasibility study to identify locations which will meet the source needs while keeping costs within the projected Utah Division of Drinking Water loan amount for the CWC customers. Initial discussions suggest the final location will either be in Willow Draw adjacent to the current CWC infrastructure or in Silver Creek where MRW has its most productive well field. The new well will include all necessary down hole piping and equipment and is planned to follow a pitless adapter approach whereby an adjacent facility such as the CWC's water treatment plant building or MRW's Silver Creek pump station can be utilized for the mechanical piping and control.

#### b. Old Ranch Rd. Pump Station Improvements

Once the annexation process is complete, the CWC system and customer base will benefit from MRW's distribution system capacity which will provide for the ability to meet water demands beyond their current well production and to irrigate while maintaining fire storage requirements. The water that will support these needs will be conveyed through MRW's Old Ranch Rd. pump station. To accommodate these needs and provide the highest reliability of service possible, MRW plans to install a new pump and generator at the Old Ranch Rd. pump station. The pump station was originally designed to support the increased water demand and thus will only need an additional pump and related mechanical appurtenances to increase the pump station's capacity. MRW has a number of standby generators in its



system and plans to install common equipment at the Old Ranch pump station. Figure 7 and Figure 8 below illustrate the installation locations for both pump and generator.



Figure 7: New pump position in the Old Ranch Rd. pump station



Figure 8: Site layout and planned standby generator location at the Old Ranch Rd. pump station

## V. Easements

Through combined analysis between Bowen Collins, MRW, and Summit County legal counsel, all easements necessary for the operation and maintenance of existing and future planned facilities have been requested and will be granted as a condition of the annexation of the CWC into MRW's service area.

## VI. Summary of Improvement Costs

The improvements discussed in the sections above have been summarized on the next page in Table 1. The table also includes a cross reference to line items found in the Annexation Agreement between MRW and the CWC (separate document) for those readers familiar with the agreement document. Estimated costs consistent with those found in the Annexation Agreement have been provided. The costs provided are estimates, the final costs and associated loan amount with the Division of Drinking Water will be based on the actual bid costs from solicited contractors and equipment providers.

Table 1: Summary of the recommended improvements and their associated costs

<u>Project Description</u>	<u>Annexation Agreement Reference</u>	<u>Estimated Cost</u>
<b>On-Site Improvements</b>		
Interconnect Facility	Interconnect (Tee Box)	\$100,000
Source Improvements		
○ Water treatment plant component removal and clean-up	Demolish Water Treatment Plant	\$50,000
○ Replacement well pump purchases	Replace Well Pumps (Clean Wells)	\$100,000
○ Power disconnects, power and control conduit, telemetry	Refurbish Wells (Electrical & SCADA)	\$100,000
Storage Improvements		
○ Tank rehabilitation per inspection report	Paid for under excess Meter Replacement allocation	\$30,000
Distribution System Improvements		
○ Meter replacement	Meter Replacement	\$420,000
○ Fire flow and level of service line work improvements	Line Work & Connect 2 Houses	\$215,000
○ PRV Rehabilitation	Refurbish PRVs	\$90,000
○ SCADA Improvements	SCADA Improvements	\$50,000
○ Underground piping and appurtenances	Paid for under excess Meter Replacement allocation	\$25,000
<b>Off-Site Improvements</b>		
Drill and Equip New Well Source	Well – Willow Draw or Silver Creek	\$320,000
Old Ranch Rd. Pump Station Improvements		
○ New pump and related mechanical	Pump/VFD – Old Ranch Rd.	\$85,000
○ Stand-by generator	Standby Generator (50%)	\$45,000
	<b>TOTAL</b>	<b>\$1,630,000</b>

## VII. Conclusion

Mountain Regional Water is excited to adopt the customers of the Community Water Company into their service area and provide both higher and more reliable levels of service than they have been afforded in the recent past. In order to properly accommodate them and provide for this service, there are a number of improvements that need to be made to their system in all of the core asset areas including water source, storage, distribution system, and remote monitoring capabilities. There are additional improvements that need to be made to the MRW system in the form of additional source and pumping capacity and standby power generation. The recommendations provided in this report cover all of these areas and provide cost estimates which have been used to understand and convey the expected cost of the assessment to be paid for by the CWC customers. The final details of the project improvements will be based on the most up-to-date information available at the time of the bid process and the actual costs will be reflective of bid pricing from contractors and equipment providers.



## Appendix A

### Summary of the Available Fire Flow from MRW's Hydraulic Model Junction Nodes

Hydraulic Model Junction Node	Development Area	Fire Flow Available (gpm)	Fire Flow Target per PCFD (gpm)	Satisfies Target (Y/N)
J-2765	7-11	2,318.30	1,000	Y
J-140	Cabriolet Parking Lot	2,318.40	NA	Y
J-2757	Cabriolet Parking Lot	2,318.30	NA	Y
J-2759	Cabriolet Parking Lot	2,317.20	NA	Y
J-2764	Cabriolet Parking Lot	2,316.70	NA	Y
J-2753	Canyons View Condos	2,318.30	2,000	Y
J-2756	Colby School	2,318.40	2,000	Y
J-156	CWC Tank Transmission Line	3,872.60	NA	Y
J-157	CWC Tank Transmission Line	1,881.10	NA	Y
J-160	CWC Tank Transmission Line	2,046.80	NA	Y
J-2807	CWC Tank Transmission Line	3,486.10	NA	Y
J-2772	Golf Course Maintenance Bldg.	2,297.90	1,000	Y
J-2774	Hidden Creek Condos	2,289.30	2,000	Y
J-2775	Hidden Creek Condos	2,259.70	2,000	Y
J-2776	Hidden Creek Condos	2,250.70	2,000	Y
J-2777	Hidden Creek Condos	2,250.70	2,000	Y
J-2778	Hidden Creek Condos	2,232.70	2,000	Y
J-2779	Hidden Creek Condos	2,272.00	2,000	Y
J-2780	Hidden Creek Condos	2,272.00	2,000	Y
J-2787	Hidden Creek Condos	2,078.00	2,000	Y
J-2796	Hidden Creek Condos	2,230.10	2,000	Y
J-2810	Hidden Creek Condos	2,309.30	2,000	Y
J-2760	Hidden Creek Townhomes	2,340.90	1,000	Y
J-2762	Hidden Creek Townhomes	2,315.90	1,000	Y
J-2763	Hidden Creek Townhomes	2,315.90	1,000	Y
J-2766	Hidden Creek Townhomes	2,314.40	1,000	Y
J-2767	Hidden Creek Townhomes	2,314.30	1,000	Y
J-2768	Hidden Creek Townhomes	2,314.30	1,000	Y
J-2769	Hidden Creek Townhomes	2,314.30	1,000	Y
J-2770	Hidden Creek Townhomes	2,314.60	1,000	Y
J-2771	Hidden Creek Townhomes	2,309.10	1,000	Y
J-2773	Hidden Creek Townhomes	2,297.80	1,000	Y
J-152	Interconnect Facility	2,360.70	NA	Y
J-154	Interconnect Facility	4,361.20	NA	Y
J-2811	Interconnect Facility	2,347.60	NA	Y

J-2812	Interconnect Facility	2,327.50	NA	Y
J-2742	Lutheran Church	2,317.80	2,000	Y
J-2743	Lutheran Church	2,318.30	2,000	Y
J-151	Park West Residences	2,318.30	1,000	Y
J-2747	Park West Residences	2,318.20	1,000	Y
J-2748	Park West Residences	2,318.30	1,000	Y
J-2749	Park West Residences	2,393.30	1,000	Y
J-2750	Park West Residences	2,318.30	1,000	Y
J-2751	Park West Residences	2,318.30	1,000	Y
J-2752	Park West Residences	2,318.30	1,000	Y
J-2744	Park West Townhomes	2,338.30	1,000	Y
J-2745	Park West Townhomes	2,318.30	1,000	Y
J-2746	Park West Townhomes	2,318.30	1,000	Y
J-2785	Red Pine Clubhouse	2,030.60	2,000	Y
J-2781	Red Pine Condos	2,198.00	2,000	Y
J-2782	Red Pine Condos	1,975.50	2,000	N
J-2783	Red Pine Condos	1,983.20	2,000	N
J-2797	Red Pine Condos	1,780.40	2,000	N
J-2804	Red Pine Condos	1,939.20	2,000	N
J-2805	Red Pine Condos	1,948.80	2,000	N
J-2815	Red Pine Condos	1,874.20	2,000	N
J-2817	Red Pine Condos	1,866.20	2,000	N
J-159	Red Pine Residences	1,516.90	1,000	Y
J-2802	Red Pine Residences	1,617.70	1,000	Y
J-2786	Red Pine Townhomes	2,078.00	1,000	Y
J-2788	Red Pine Townhomes	2,053.70	1,000	Y
J-2789	Red Pine Townhomes	2,032.20	1,000	Y
J-2790	Red Pine Townhomes	2,067.70	1,000	Y
J-2791	Red Pine Townhomes	1,986.10	1,000	Y
J-2792	Red Pine Townhomes	2,046.80	1,000	Y
J-2793	Red Pine Townhomes	1,992.10	1,000	Y
J-2795	Red Pine Townhomes	2,046.80	1,000	Y
J-2794	Silverado Lodge	1,991.60	2,000	N

## References

Bowen Collins & Associates, Inc. (2015). *2014 Water Master Plan*. Draper, UT.

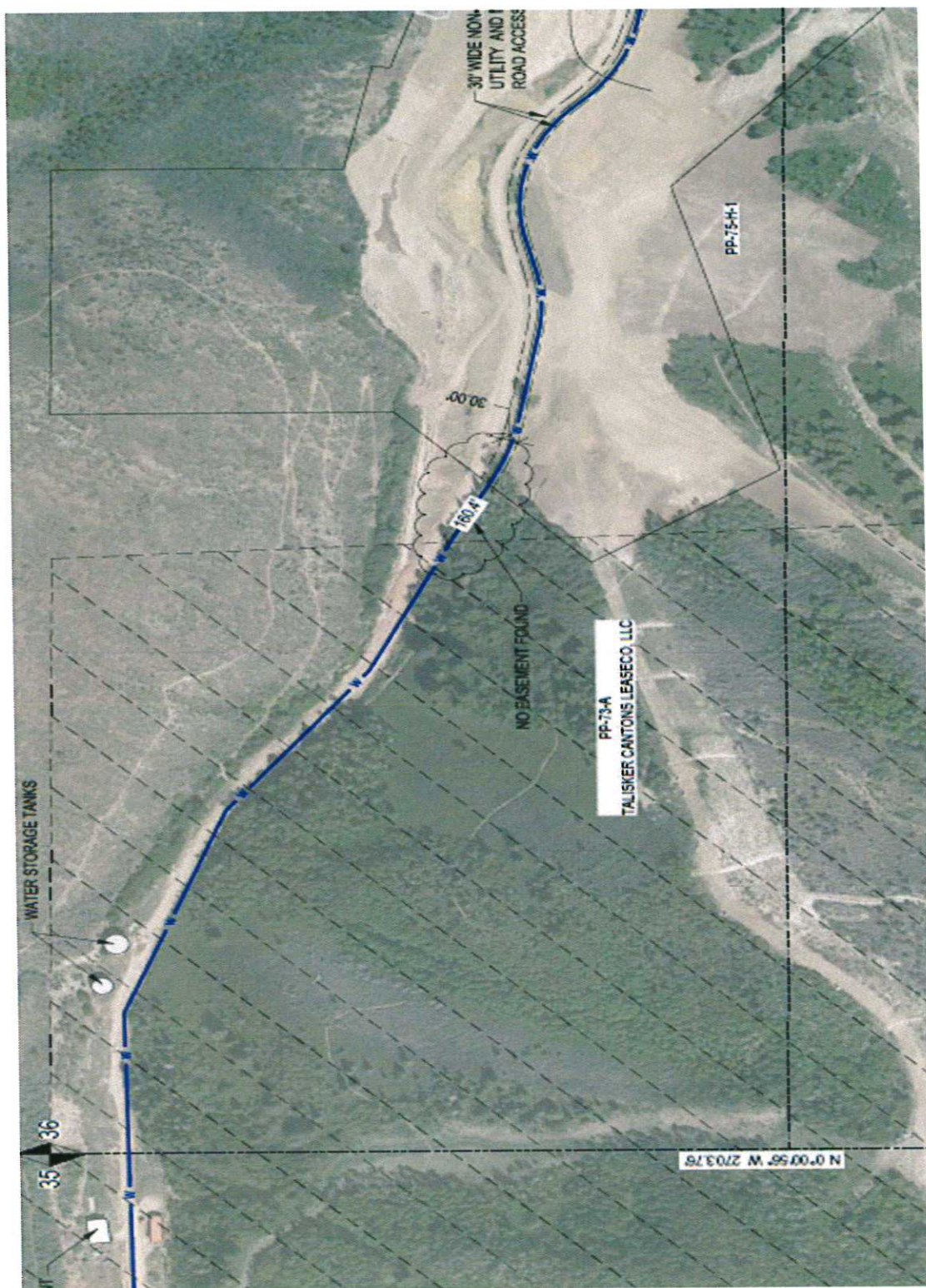
**EXHIBIT "E"**

**List and Depictions of Existing Real Property Interests,  
including Easements and Rights-of-Way, to Be Assigned**





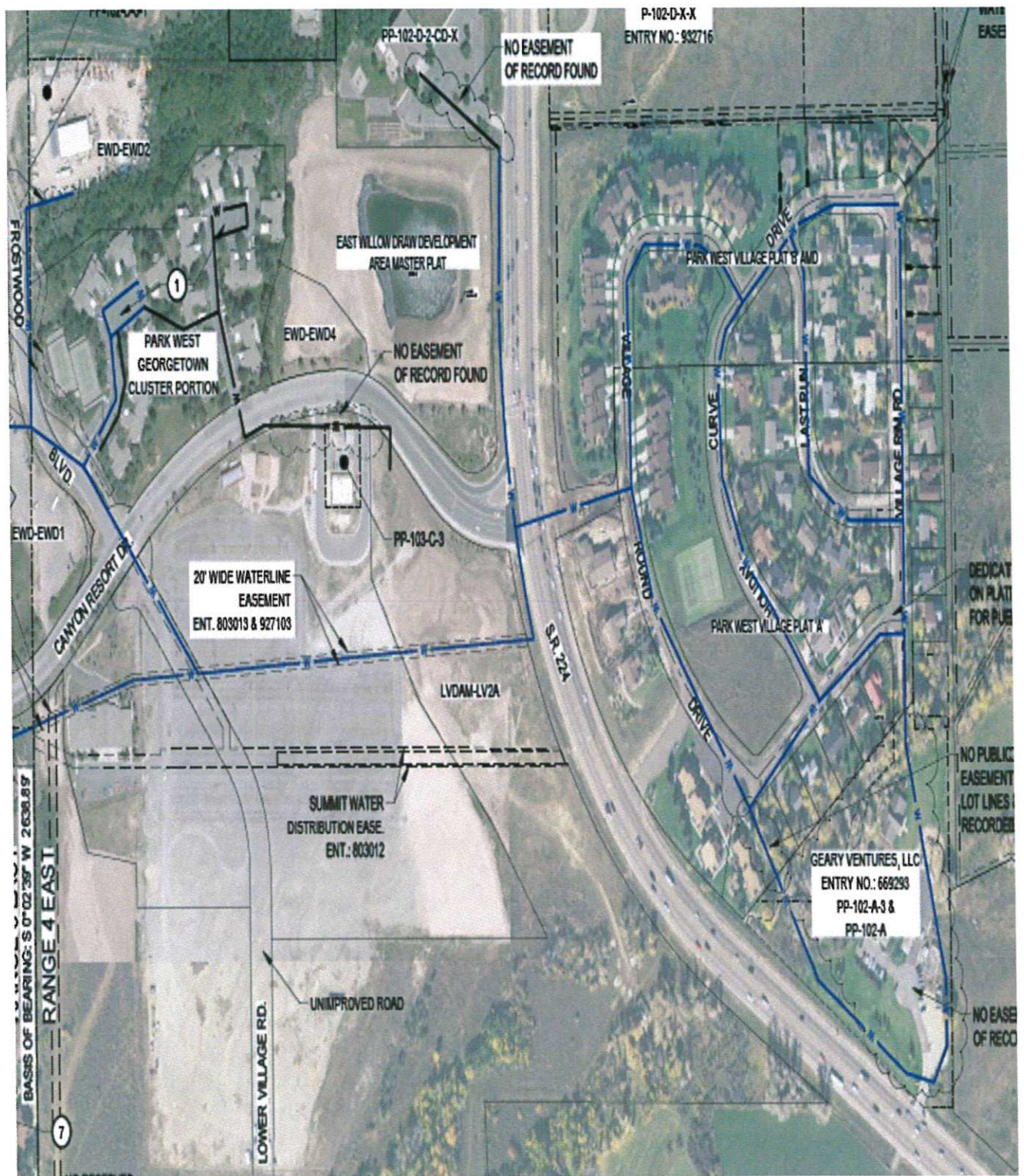












Recording Requested By:

MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT  
6421 N. Business Park Loop Rd., Suite A  
Park City, Utah 84098

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Above Space for Recorder's Use Only

## ASSIGNMENT OF REAL PROPERTY INTERESTS

**IN CONSIDERATION** of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Community Water Company, LLC**, a Delaware limited liability company ("*Assignor*"), hereby CONVEYS, ASSIGNS and QUIT CLAIMS to **Mountain Regional Water Special Service District**, a body politic of the State of Utah, and its successors-in-interest and assigns ("*Assignee*"), all right, title and interest which Assignor owns or otherwise claims in and to the following real property interests of record in Summit County, State of Utah, to wit:

1. Grant of Easement, dated December 31, 1988, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on January 6, 1989, as Entry No. 302944. (Township 1 South, Range 3 East, Section 35; Township 1 South, Range 3 East, East ½ of Section 34; Township 1 South, Range 3 East, West ½ of the Southwest ¼ of Section 36)
2. Easement Agreement, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on January 25, 2007, as Entry No. 00803013. (Parcels PP-102-C-2, PP-102-B-3, PP-B-3-A, PP-102-D-3-E, PP-102-M)
3. Easement Agreement, dated July 27, 2011, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on July 28, 2011, as Entry No. 00927103. (Parcels PP-102-C-2-A, PP-PW-1-610-A, PP-102-B-12, PP-C-2-B, PP-102-C-2, LVDAM-LV2A, LVDAM-LV3)
4. Grant of Easement, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on July 25, 2007, as Entry No. 00803013. (Parcels PP-102-C-2-A, PP-PW-1-610-A, PP-102-B-12, PP-102-C-2-B, PP-102-C-2, LVDAM-LV2A, LVDAM-LV3)
5. That certain non-exclusive utility easement (Red Pine Road) granted under that certain Warranty Deed, dated December 29, 1986, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on December 30, 1986, as Entry No. 263004. (Parcel PP-2-J)



6. That certain nonexclusive utility easement (Red Pine Road) granted under that certain Warranty Deed, dated July 30, 1984, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on August 2, 1984, as Entry No. 223551. (Parcel PP-2-F)

7. Easement Agreement, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on September 10, 1998, as Entry No. 00517341. (Park City West Subdivision No. 2)

8. That certain Quit Claim Deed, dated October 2, 1989, and recorded in the Office of the Summit County Recorder, Summit County, State of Utah, as Entry No. 00319351. (Park West Plat No. 2)

9. That certain easement granted under that certain Warranty Deed, dated August 14, 2003, and recorded in the Office of the Summit County Recorder, Summit County, State of Utah, as Entry No. 00669293. Parcels PP-102-A-3, PP-102-A

10. Those certain dedicated nonexclusive utility easements under that certain Park West Village Subdivision, Plat A, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on July 13, 1972, as Entry No. 00116341.

11. Those certain dedicated nonexclusive utility easements under that certain Park West Village Subdivision, Plat B, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on September 10, 1980, as Entry No. 0017029.

12. Those certain dedicated nonexclusive utility easements under that certain Red Pine Townhouse Subdivision Plat, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on February 19, 1982, as Entry No. 188738.

13. Those certain dedicated nonexclusive utility easements under that certain Red Pine Chalets Subdivision, Phase 1 Plat, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on March 3, 1980, as Entry No. 00164351.

14. Those certain dedicated nonexclusive utility easements under that certain Red Pine Chalets Subdivision, Phase 2 Plat, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on May 15, 1980, as Entry No. 00166718.

15. Those certain dedicated nonexclusive utility easements under that certain Red Pine Chalets Subdivision, Phase 3 Plat, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on May 15, 1980, as Entry No. 00166719.

16. Those certain dedicated nonexclusive utility easements under that certain Red Pine Chalets Subdivision, Phase 4 Plat, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on December 1, 1981, as Entry No. 00186197.

17. That certain dedicated nonexclusive public utility easement within Canyons Resort Drive, PP-102-CRD-X, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on October 21, 2009, as Entry No. 00884812.

18. Those certain dedicated nonexclusive utility easements under that certain Lower Village Development Area Master Plat, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on July 28, 2011, as Entry No. 00927089.

19. Those certain dedicated nonexclusive utility easements under that certain West Willow Draw Development Area Master Plat, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on December 30, 2010, as Entry No. 00914098.

20. That certain dedicated nonexclusive utility easement under that certain Master Easement Agreement (Lower Village Development Area), dated July 27, 2011, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, as Entry No. 00927110.

21. Those certain dedicated nonexclusive utility easements under that certain Amended and Restated Development Agreement for the Canyons Specially Planned Areas, dated November 15, 1999, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, as Entry No. 00553911.

22. Those certain dedicated nonexclusive utility easements under that certain Park West Village Subdivision, Plat D, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on January 21, 1982, as Entry No. 00187807.

23. Those certain dedicated nonexclusive utility easements under that certain Park West Condominiums Amended Boundary Plat, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, on August 20, 2010, as Entry No. 00905264.

24. That certain dedicated nonexclusive utility easement under that certain Right of Way Agreement, dated June 7, 1967, recorded in the Office of the Summit County Recorder, Summit County, State of Utah, as Entry No. 00105436.

25. All rights and interests of Assignor in and to the use of all public utility easements, and public utility corridors in which the water system assets of Assignor may be situated.

By acceptance of this Assignment, Assignee hereby acknowledges and agrees that it shall take its rights and interests in and to the easements assigned hereunder "AS IS, WHERE IS" and without warranty of any kind, either express or implied.

The individual executing this Agreement on behalf of Grantor hereby warrants that he has the requisite authority to execute this Agreement on behalf of Assignor and that Assignor has agreed to be and is bound hereby.

**WITNESS** the hand of Assignor this \_\_\_\_ day of \_\_\_\_\_, 2018.

**COMMUNITY WATER COMPANY,**  
a Utah corporation,

By: \_\_\_\_\_  
Its:

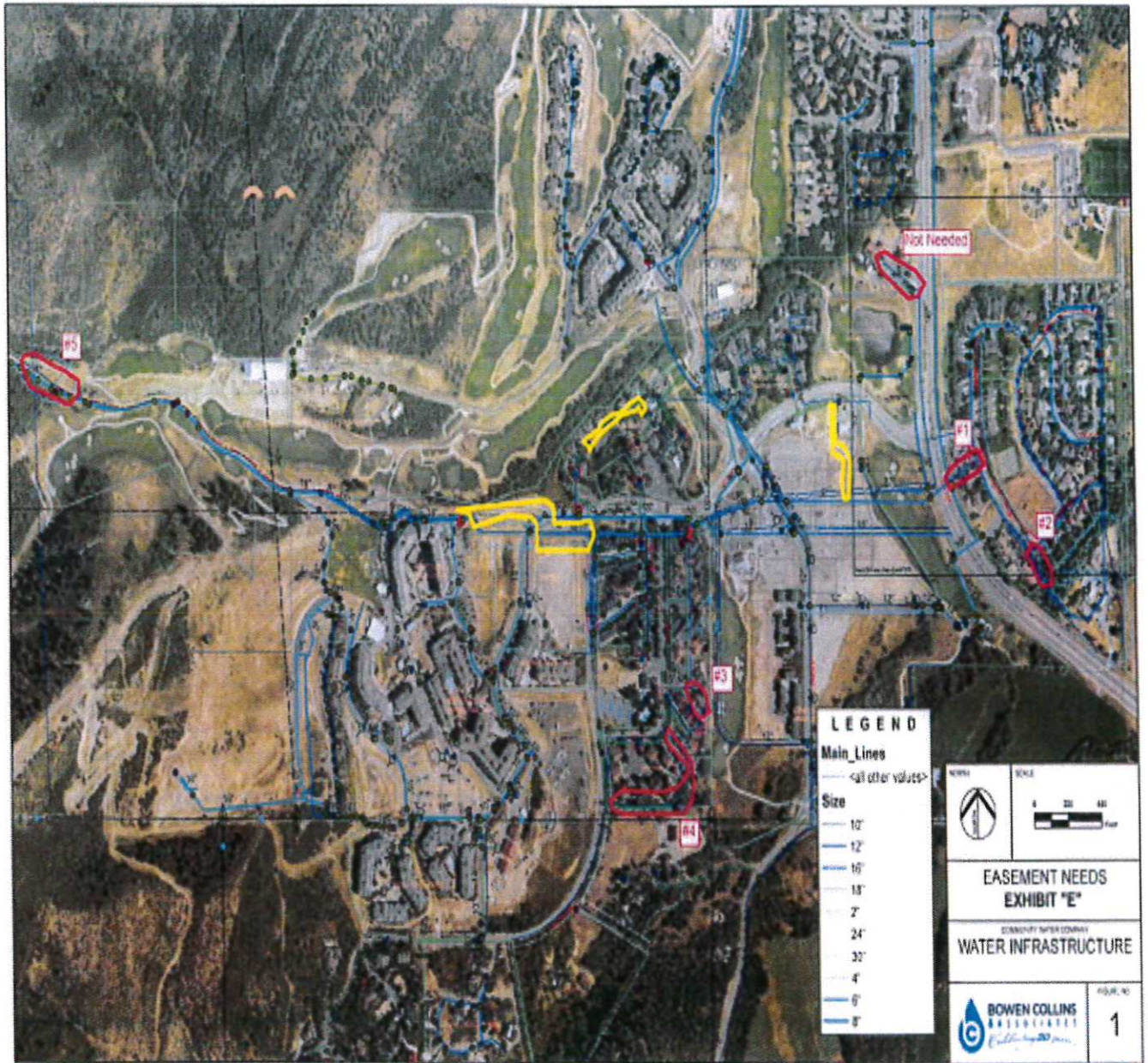
STATE OF UTAH )  
: ss.  
County of Summit )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me \_\_\_\_\_, signer of the above instrument, who duly acknowledged to me that he/she executed the same for and in behalf Community Water Company, and that said corporation duly executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "F"**

**List and Depiction of Additional Easements and Rights-of-Way**





A non-exclusive perpetual utility easement and right-of-way, and temporary construction easement, together with the right of access thereto including ingress and egress on the following property:

### Account 0193387

Location	Owner	Value			
Account Number 0193387	Name HOFFVEST LLC	Market (2017)	\$4,161,640		
Acres 5.14	PO BOX 680766	Taxable	\$4,161,640		
Situs 3770 N HIGHWAY 224 ,	PARK CITY, UT 84068	Tax Area: 10 Tax Rate: 0.007242			
Tax District 10 - PCSD A,J,K,U (C-C) (E-E)		Type	Actual	Assessed	SQFT
Parcel Number PP-102-A-3		Improvement	\$2,245,000	\$2,245,000	10568.000
Legal BEG AT THE SW COR OF SAID SEC 31 T1S R4E SLBM, A FOUND PIPE WITH BRASS CAP; (BASIS OF BEARING BEING NORTH ALONG THE W?LY SEC LINE); TH N 1317.40 FT ALG THE SECTION LINE; TH LEAVING SAID SEC LINE E 2509.56 FT TO THE SE COR OF LOT 39 PARK WEST VILLAGE PLAT "A", SAID PT BEING THE TRUE PT OF BEG, TH LEAVING SAID PT OF BEG, N 53°09'36" E, A DIST OF 74.04 FT ALONG THE SOUTH LINE OF SAID PLAT "A" (PREVIOUSLY RECORDED AS N 53°26'38" E); TH LEAVING SAID PLAT "A" S 00°58'00" E, A DIST OF 28.81 FT; TH N 89°02'00" E, A DIST OF 95.05 FT TO A FENCE LINE; TH ALG SAID FENCE LINE SOUTH 00°35'05" E, A DIST OF 670.88 FT; TH LEAVING SAID FENCE LINE S 89°52'52" W, A DIST OF 12.85 FT TO THE NE?LY HIGHWAY RIGHT-OF-WAY LINE; TH ALG SAID R/W LINE N 60°40'29" W, A DIST OF 669.44 FT TO A PT ON SAID SOUTH LINE OF PLAT "A"; TH ALG SAID SOUTH LINE OF PLAT "A" N 53°09'36" E, A DIST OF 543.39 FT TO SAID PT OF BEG. CONT 5.14 AC (PORTION FNA: PARK WEST VILLAGE PLAT "C" VACATED BY ORD #159 BK 358- 177) 1338-853 1561-1048-1050 1928- 1499 2031-1544 2211-954 2271-1238 2275-1898	Land	\$1,916,640	\$1,916,640	191664.000	

A non-exclusive perpetual utility easement and right-of-way, and temporary construction easement, together with the right of access thereto including ingress and egress on the following property:

#### Account 0052922

Location	Owner	Value
Account Number 0052922	Name TCFC PROPCO LLC	Market (2017) \$3,700,553
Acres 5.99	PO BOX 680033	Taxable \$3,700,553
Situs	PARK CITY, UT 84068	Tax Area: 10 Tax Rate: 0.007242
Tax District 10 - PCSD A.J.K.U (C-C) (E-E)		Type Actual Assessed SQFT
Parcel Number PP-102-C-2		Improvement \$94,353 \$94,353 1313.000
		Land \$3,606,200 \$3,606,200 209200.000

Legal COMM AT A PT ON THE W SEC LINE OF SEC 31 T1SR4E S1BM WH PT IS ALSO ON THE S BOUNDARY OF PARK CITY WEST PLAT NO 1; ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE & OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER & WH PT OF N 1254 FT M/L FROM THE SW COR OF SD SEC 31; & RUN TH N 180 FT M/L ALONG SD SEC LINE TO A PT ON THE NWLY BOUNDARY LINE OF PARK WEST DR R/W; TH NELY ALONG SD NWLY BOUNDARY LINE & ALONG THE ARC OF 320.00 FT RAD CUR TO THE LEFT 50 FT M/L TO A PT OF TANGENCY; TH N 48°30' E ALONG SD N R/W LINE 255.19 FT TO A PT ON A 15.00 FT RAD CUR TO THE LEFT; TH NLY ALONG SD BOUNDARY LINE & ALONG THE ARC OF SD CUR 23.56 FT TO A PT OF TANGENCY; TH N 41°30' W 114.95 FT (ALONG THE SWLY BOUNDARY OF A R/W KNOWN AS SUMMIT DR) TO A PT ON A 254 FT RAD CUR TO THE LEFT; TH NWLY ALONG THE AFORESAID R/W & ALONG THE ARC OF SD CUR 117.48 FT TO A PT OF TANGENCY; TH N 68°00' W 76.72 FT ALONG SD R/W TO A PT ON A 416.00 FT RAD CUR TO THE RIGHT; TH NWLY ALONG SD R/W & ALONG THE ARC OF SD CUR 203.29 FT TO A PT OF TANGENCY; TH N 40°00' W 57.53 FT ALONG SD R/W; TH N 50°00' E 36.00 FT; TH S 40°00' E 57.53 FT ALONG THE NELY BOUNDARY OF THE AFORESAID R/W TO A PT ON A 380.00 FT RAD CUR TO THE LEFT; TH SELY ALONG SD R/W & THE ARC OF SD CUR 185.70 FT TO A PT OF TANGENCY; TH S 68°00' E 76.72 FT ALONG SD R/W TO A PT ON A 290.00 FT RAD CUR TO THE RIGHT; TH SELY ALONG SD R/W & THE ARC OF SD CUR 134.13 FT TO A PT OF TANGENCY; TH S 41°30' E 114.95 FT ALONG SD R/W TO A PT

ON A 15.00 FT RAD CUR TO THE LEFT; TH SELY ALONG THE ARC OF SD CUR 23.56 FT TO A PT OF REVERSE CURVATURE ON A 92.00 FT RAD CUR TO THE RIGHT WH PT IS IN THE N R/W LINE OF PARK WEST DR; TH SELY ALONG THE ARC OF SD CUR & ALONG SD N R/W 584.00 FT TO A PT OF TANGENCY; TH ALONG SD N R/W LINE 264.4 FT M/L TO A PT ON THE W BOUNDARY OF THE U-224 ACCESS R/W WH PT IS APPROX N 1929 FT & E 118.50 FT FROM THE SW COR OF SEC 31; & RUN TH S ALONG SD W BOUNDARY 78.39 FT TO A PT ON THE S BOUNDARY OF SD R/W; TH S 80°29'40" E ALONG SD S BOUNDARY 167.71 FT; TH SELY ALONG THE ARC OF A 120.00 FT RAD CUR TO THE LEFT & THE W BOUNDARY LINE OF THE MAIN U-224 R/W 293.77 FT TO A PT WH IS N 290 FT FROM THE S BOUNDARY LINE OF THE AFORESAID PARK CITY WEST PLAT NO 1; TH W 608 FT M/L TO A PT ON THE W BOUNDARY LINE OF LOT 8 PARK CITY WEST PLAT NO 1 & ALSO ON THE EXTENSION OF THE E BOUNDARY OF THE BROOK AVE R/W (APPROX 710 FT E FROM THE W SEC LINE); TH S 290.00 FT TO A PT ON THE S BOUNDARY OF PARK CITY WEST PLAT NO 1; TH W ALONG SD S BOUNDARY 710 FT M/L TO THE PT OF COMMENCEMENT CONT 1327 AC; (EXCEPTING THEREFROM THE FOLLOWING PARCEL: COMM AT A PT WH IS N 1836.89 FT & E 957.35 FT FROM THE SW COR OF THE AFORESAID SEC 31; & RUN TH S 144 FT; TH W 100 FT; TH N 144 FT; TH E 100 FT TO THE PT OF COMMENCEMENT CONT 0.33 AC; ALSO LESS & EXCEPTING THE FOLLOWING PARCEL: THE S 1/4 31 FT OF LOT 18 TH S 85.56 FT OR 1015.89 AC; 1 & 21 ALL LOTS A, 19, 24, 25, 26, 27, 28, 29, 30, 31 & 32 OF PARK CITY WEST SUBDIVISION PLAT 1 TOGETHER WITH THOSE PORTIONS OF MAPOR DR & ENSON DR ABUTTING SD PROPERTY (LESS 2.64 AC 776-436 PP-102-C-3) (LESS 0.12 OF BROOK AVE LYING WITHIN PARK CITY WEST PLAT NO 1) (EN 1.17 AC LOWER VILLAGE PARCEL 1 SUBDIVISION) (LESS 1.46 AC M/L 1843-1404 LV2A PP-102-C-3-A) (LESS 0.26 AC M/L 1843-1404 LV3 PP-102-C-2-B) (LESS 0.34 AC M/L 1843-1404 EWD2

PP-102-D-3-F)  
(LESS 0.72 AC 1843-1413 LV11 PP-102-B-C)  
(LESS 0.04 AC M/L 2006-1395 PP-102-CRD-N AKA CANYON RESORT DR) BAL 5.99 AC M/L M222-639 383-561 412-162 576-211 579-669 828-622 976-275-661 1014-125 (NOTE: ORD #332-A 1272-633 VACATES THAT PORTION WH WAS PREVIOUSLY PART OF PARK CITY WEST SUBDIVISION NO 1) 1761-1126 1780-1300-1303 (NOTE: ORD #622 1796-733 VACATES R/W CANYONS RESORT DR) (SEE QCD-1995-286 SUMMIT COUNTY MUNICIPAL BUILDING AUTHORITY TO SUMMIT COUNTY; THE LOWER VILLAGE DEVELOPMENT AREA MASTER PLAT DESC IS USED) (2154-238 PARCEL F) (SEE SWD 2259-329 TCFC PROPCO LLC TO SUMMIT COUNTY) 2188-1038 2351-1420

A non-exclusive perpetual utility easement and right-of-way, and temporary construction easement, together with the right of access thereto including ingress and egress on the following property:

## Account 0478293

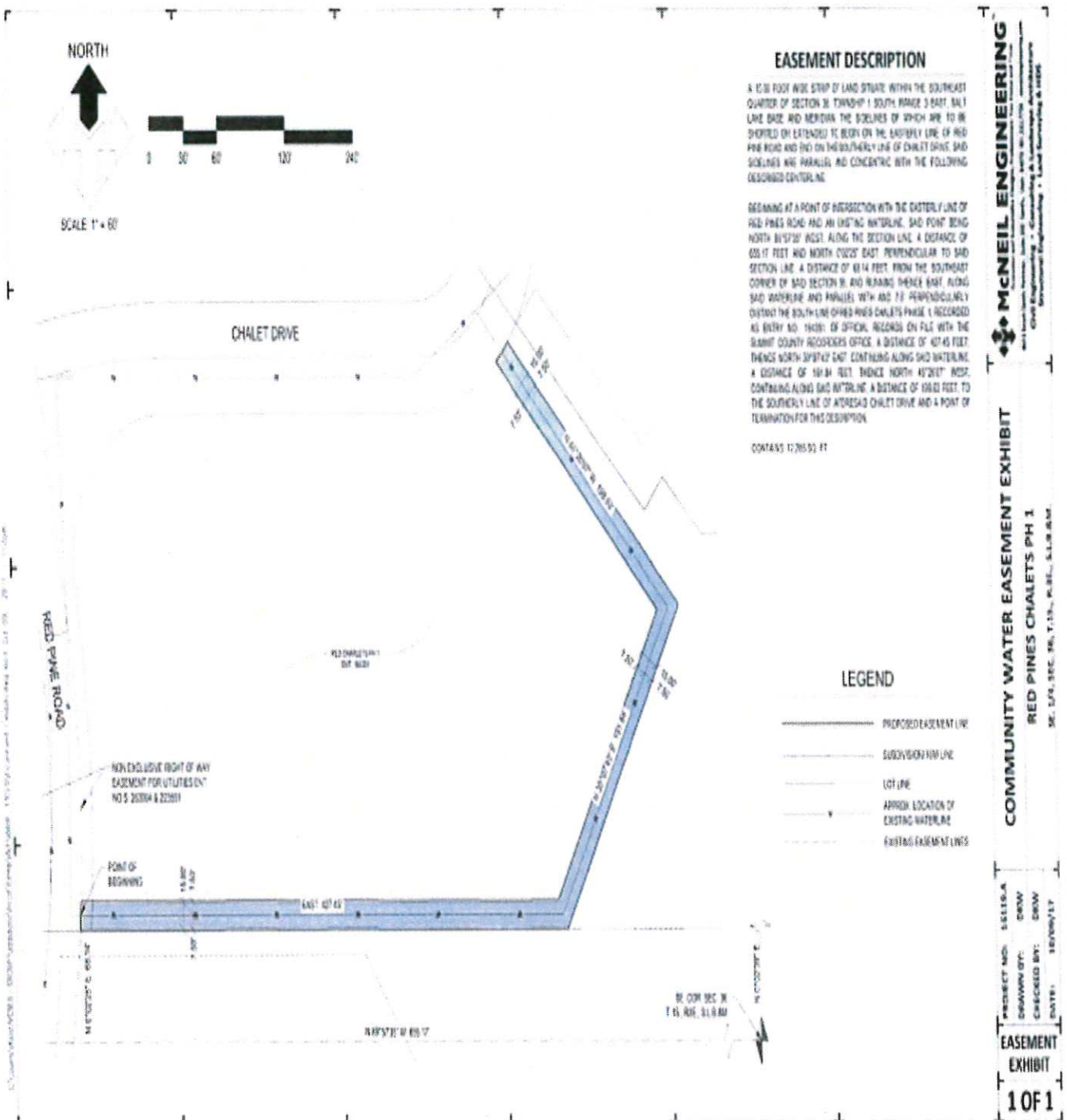
<u>Location</u>	<u>Owner</u>	<u>Value</u>	
Account Number 0478293	Name CANYONS GOLF CLUB LLC	Market (2017)	\$61,800
Acres 8.24	1840 SUNPEAK DRIVE STE A-201	Taxable	\$61,800
Situs ,	PARK CITY, UT 84098	Tax Area: 10	Tax Rate:
Tax District 10 - PCSD A,J,K,U (C-C) (E-E)			0.007242
Parcel Number LVDAM-LV2A		Type Actual	Assessed Acres
Legal LOT LV2A LOWER VILLAGE		Land \$61,800	\$61,800 8.240
DEVELOPMENT AREA MASTER PLAT			
SUBDIVISION; ACCORDING TO THE			
OFFICIAL PLAT ON FILE IN THE SUMMIT			
COUNTY RECORDERS OFFICE CONT 8.24			
AC.			
2089-992-999-1006-1013-1036 2259-246			

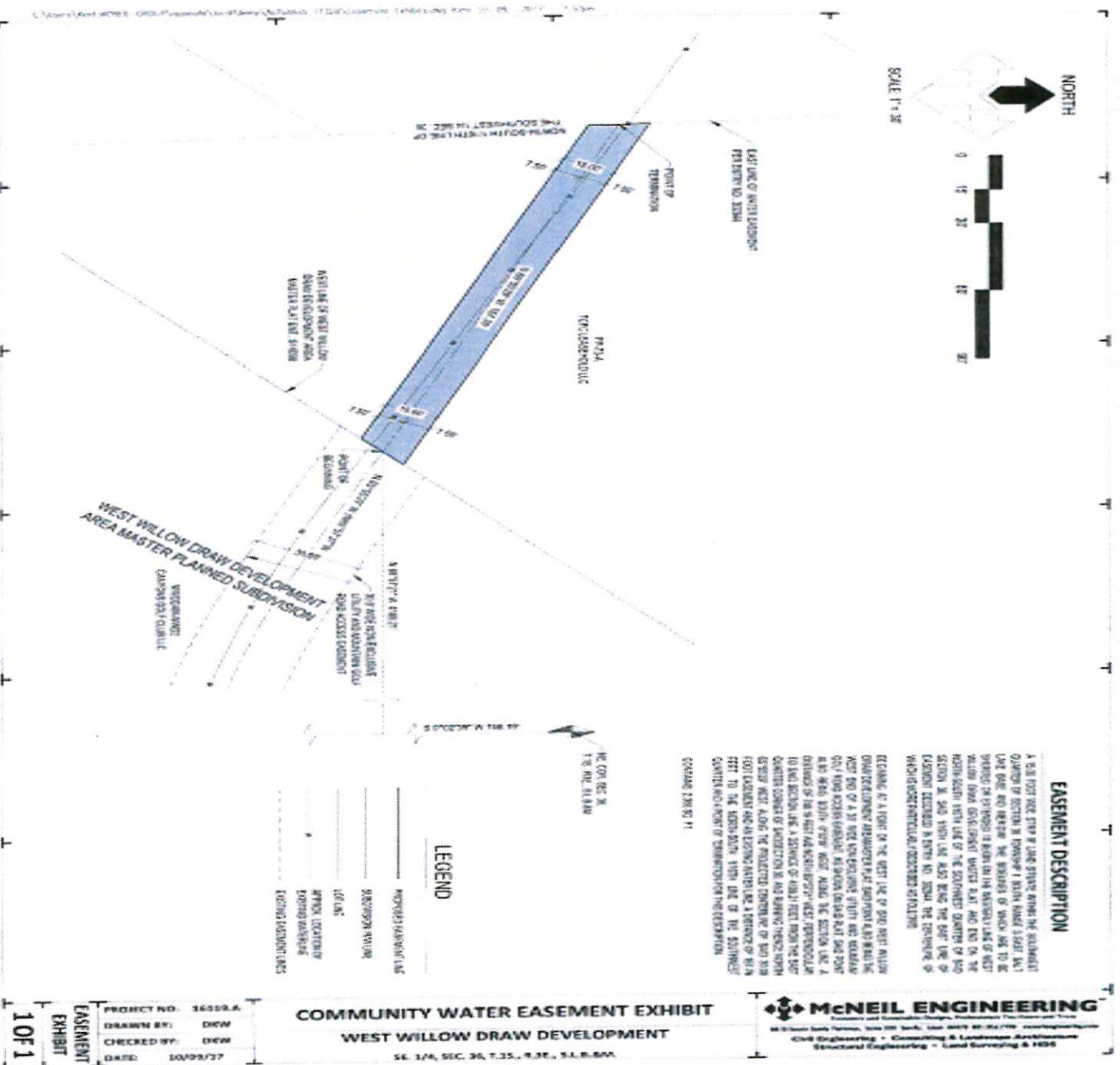














**EXHIBIT G**

**Form of Assignment of Easements and Grant of Easement**

Recording Requested By:

MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT  
6421 N. Business Park Loop Rd., Suite A  
Park City, Utah 84098

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Above Space for Recorder's Use Only

## GRANT OF EASEMENT

\_\_\_\_\_, ("*Grantor*"), hereby GRANTS AND CONVEYS to **Mountain Regional Water Special Service District**, a body politic of the State of Utah, and its successors-in-interest and assigns ("*Grantee*"), for the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a non-exclusive perpetual easement and right-of-way, and temporary construction easement, together with the right of access thereto including ingress and egress (the "*Easement*"), to be utilized by Grantee for the purpose of constructing, installing, owning, operating, inspecting, maintaining, repairing, altering, replacing, protecting and making and removing connections to underground water pipelines and related equipment and facilities (the "*Water Line Facilities*"). The Easement shall be situated over, under, across and through the following real property of Grantor (the "*Easement Property*"), located in Summit County, State of Utah, more particularly described as follows:

### SEE EXHIBIT "A"

attached hereto and incorporated herein by reference.

This Easement is granted subject to the following rights, covenants and restrictions:

1. Temporary Construction Easement. During the period that the Water Line Facilities authorized hereunder are under construction, the Grantee shall have the right to utilize such portion of Grantor's property situated along and adjacent to the Easement Property as described herein as shall be reasonably necessary in connection with the initial construction and installation of the Water Line Facilities. Grantee's construction and operational activities related to its use of the Easement Property as provided herein shall be performed in compliance with all applicable requirements of other governmental entities having jurisdiction.
2. Access to Easement Property. It is understood and agreed that the Easement set forth herein gives, grants and conveys to Grantee the right of access, including ingress and egress, to and upon the Easement Property for the purposes set forth herein.
3. Reasonable Ground Restoration. Within a reasonable time following completion of construction of any improvements associated with the Water Line Facilities within the Easement Property, subject to suitable weather and/or soil conditions, Grantee, at its expense, shall reasonably restore the surface of the Easement Property or any other property of Grantor disturbed by Grantee during construction, as near as practicable to its pre-construction condition.

4. Grantor's Continued Use of the Property. Grantor reserves the right to use and enjoy the Easement Property subject to this Easement and Grantee's rights hereunder, and so long as Grantor shall not construct any permanent buildings or other structures or improvements, or plant any trees or shrubs whose roots would contact Grantee's Water Line Facilities, or otherwise do anything or take any action which would unreasonably obstruct or interfere in any way with the Grantee's rights to the use of the Easement Property and Grantee's rights of access thereto as herein set forth. Grantor shall not change the contour of the ground within the Easement Property without the prior written consent of the Grantee.

5. Relocation of Easement Property. Grantor may, at its sole cost and expense, move the portion of the Easement Property located on the Grantor's property to another location on Grantor's property, provided that: (i) such Grantor constructs and installs waterline improvements to replace the Water Line Facilities on the Easement Property, consistent with Grantee's Rules and Regulations; (ii) such Grantor conveys an easement to Grantee for the relocated easement; and (iii) the easement, as relocated, still connects with the Water Line Facilities on adjacent parcels of real property and does not result in increases maintenance and operation costs to the Grantee.

6. Right to Remove Obstructions. Grantor expressly acknowledges and agrees that Grantee shall have the unilateral right, without notice or compensation to the Grantor, to physically remove any structure or other obstruction, and to cut and keep clear all trees, brush, native growth or foliage, which are now or may hereafter be situated within the Easement Property that may, in the Grantee's sole opinion, endanger, hinder or conflict with its rights hereunder. Grantee shall have no liability for any damage to any improvements made by Grantor to the extent such damage arises out of or in connection with Grantee's use of the Easement Property consistent with its rights hereunder.

7. No Representations or Warranties. Grantee is acquiring the Easement as is, where is, with all faults and defects, and GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF FITNESS FOR A PARTICULAR PUPOSE OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. Grantor makes no representations or warranties regarding the environmental condition of the Easement Property or the Easement.

8. Covenant Running with the Land. The Easement and related rights granted hereunder create an equitable servitude on the Easement Property and constitute a covenant running with the land which shall be binding upon Grantor and the Grantee and their respective legal representatives, successors-in-interest and assigns.

9. Amendment. This Easement, and all rights, covenants and restrictions set forth herein may not be terminated, extended, modified or amended without the consent of Grantor and Grantee, and any such termination, extension, modification or amendment shall be effective only upon recordation in the official records of Summit County, Utah, of a written document effecting the same, duly executed and acknowledged by Grantor and Grantee.

10. Warranty of Authority. The individual executing this Agreement on behalf of Grantor hereby warrants that he has the requisite authority to execute this Agreement on behalf of the Grantor and that the Grantor has agreed to be and is bound hereby.

11. Acknowledgement of Agreement by Grantee. By accepting delivery of and recordation of this Grant of Easement, Grantee acknowledges and agrees with the terms and provisions hereof.

**WITNESS** the hand of Grantor this \_\_\_\_ day of \_\_\_\_\_, 2018.

SIGNATURE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE

**GRANTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Its:

STATE OF UTAH )

: ss.

County of Summit )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me \_\_\_\_\_, signer of the above instrument, who duly acknowledged to me that he/she executed the same for and in behalf \_\_\_\_\_, and that said \_\_\_\_\_ duly executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**  
**Legal Description of Easement Property**



## **EXHIBIT H**

### **List of Reports and Records to be Assigned**

At or prior to Closing, CWC shall present to the District in binder format the following:

- Maps showing the locations of all water meters
- Water Quality Reports for the past ten (10) years
- Consumer Confidence Reports (CCRs) for the past ten (10) years
- Drinking Water System Inspections (Sanitary Surveys) for the past ten (10) years
- Source Protection Plans
- Chemical sampling records for the past ten (10) years
- Billing and account records pertaining to the CWC system
- Operating manuals for all assets set forth in the Bill of Sale
- Maintenance records for all assets set forth in the Bill of Sale

## **EXHIBIT I**

### **Project Timeline**

Mountain Regional Water Special Service District (“District”) has established the following time frame for constructing the improvements required by this Agreement. The District will make its best reasonable efforts to meet this timeline. However, unforeseen events could delay the timing of these improvements.

#### Summer 2018

Interconnect – (Tee Box)

#### Fall 2018 thru Winter 2018

Drill & Equip New Willow Draw or Silver Creek Well

Meter Replacement – Phase I

SCADA Improvements

Replace Well Pumps (Clean Wells)

Pump/VFD – Old Ranch Road

Standby Generator

#### Spring thru Fall 2019

Refurbish PRVs

Line Work

Meter Replacement – Phase II

Demolish Treatment Plant

Refurbish Wells (Electrical & SCADA)

**FIRST AMENDMENT TO  
ANNEXATION AND ASSET ACQUISITION AGREEMENT**

THIS FIRST AMENDMENT TO ANNEXATION AND ASSET ACQUISITION AGREEMENT (this "Amendment") is made effective as of this 22<sup>nd</sup> day of May 2019 (the "Effective Date"), by and between **MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT**, a body corporate and politic of the State of Utah, acting by and through the County Council of Summit County, Utah (the "District"), and **COMMUNITY WATER COMPANY LP** (as successor-by-conversion to Community Water Company, LLC) a Delaware limited partnership ("CWC"). The District and CWC are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

A. CWC and the District previously entered into that certain Annexation and Asset Acquisition Agreement, dated May 30, 2018 (the "Original Agreement"). Each capitalized term not defined in this Amendment has the meaning ascribed to it in the Original Agreement.

B. Pursuant to Section 4 of the Original Agreement, the Closing was to take place on a date no later than ninety (90) days subsequent to the finalization of the Annexation. During the District's diligence it was determined additional items would be required to complete the Annexation and Closing. As such, the Parties desire to amend the Original Agreement to extend the Closing as provided herein.

C. Pursuant to Section 3.2.4 of the Original Agreement the District shall reimburse CWC for costs previously incurred related to System Improvements in such amount as shall be approved by the lender. The Parties desire to amend the Original Agreement to specifically define the costs to be reimbursed as provided herein.

D. Pursuant to Section 3.6 of the Original Agreement the Annexation and Closing is subject to and conditioned upon the District securing the loan financing required to make the infrastructure improvements identified in the Original Agreement. The Parties desire to amend the Original Agreement to clarify the Annexation and Closing is not conditioned upon securing financing as provided herein.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, incorporating the above recitals, the Parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference.
2. Original Agreement; Amendment. Except as expressly set forth in this Amendment, the Original Agreement shall remain unmodified and in full force and effect, and is hereby affirmed and ratified. In the event of any inconsistency between the terms of the Original Agreement and the terms of this Amendment, the terms of this Amendment shall govern and control in all respects. All references to the Original Agreement shall be deemed references to the Original Agreement as amended hereby.
3. Closing. Section 4 of the Original Agreement is amended such that the Closing (as defined in the Original Agreement) shall be on a mutually agreeable date and time, but in no event later than May 30, 2019.

4. Reimbursement of System Costs. Section 3.2.4 of the Original Agreement is hereby amended such that the District shall include in its loan request an amount sufficient to reimburse CWC for the amounts set forth on Schedule 1 hereto, which costs are related to the System Improvements. CWC will provide the District the necessary supporting document for such costs as required by the Division of Drinking Water or the District's board. The foregoing amounts, as approved by the Division of Drinking Water, or District board, as applicable, shall be reimbursed to CWC within thirty (30) days of the District closing on the System Improvement loan (whether such loan is provided by the Division of Drinking Water or otherwise).

5. Financing of Improvements. Section 3.6 of the Original Agreement is hereby deleted in its entirety such that the Annexation and Closing shall not be conditioned upon the District securing the loan financing required to make the infrastructure improvements identified in the Original Agreement.

6. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Amendment and shall in no way affect any other condition, covenant, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

7. Further Action/Amendment. The Parties shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Amendment.

8. Counterparts. This Amendment may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

9. Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Utah.

10. No Third Party Beneficiary Rights. This Amendment is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a Party hereto.

11. Authority. The individuals who execute this Amendment represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this Amendment.

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF** the Parties have caused this instrument to be executed as of the Effective Date first set forth above.

**MOUNTAIN REGIONAL WATER SPECIAL  
SERVICE DISTRICT, acting by and through the**

**Summit County Council, as its governing body**

By: \_\_\_\_\_

Roger Armstrong  
Chair

APPROVED AS TO FORM:



David L. Thomas  
Chief Civil Deputy

**COMMUNITY WATER COMPANY LP  
(as successor-by-conversion to Community Water  
Company LLC) a Delaware limited partnership**

**By: TCFC GP LLC, a Delaware limited liability  
company its sole general partner**

By: \_\_\_\_\_

Lawrence J. White,  
Authorized Signatory



**MOUNTAIN REGIONAL WATER SPECIAL  
SERVICE DISTRICT, acting by and through the**

**Summit County Council, as its governing body**


By: \_\_\_\_\_  
Roger Armstrong  
Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
David L. Thomas  
Chief Civil Deputy

**COMMUNITY WATER COMPANY LP  
(as successor-by-conversion to Community Water  
Company LLC) a Delaware limited partnership**

By: **TCFC GP LLC, a Delaware limited liability  
company its sole general partner**

By:   
Lawrence J. White,  
Authorized Signatory

# SCHEDULE 1

## REIMBURSABLE COSTS

### SCHEDULE 1 SUMMARY

#### Original Reimbursable Engineering/Design/Legal Fees

##### Engineering & Design

Bown Collins	\$	99,822.30
Loughlin	\$	17,078.00
Summit Water	\$	1,148.50
<b>TOTAL</b>	<b>\$</b>	<b>118,048.80</b>

##### Legal

Clyde Snow	\$	153,340.01
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##### Failed Tank Costs

Various Invoices	\$	75,831.50
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<b>TOTAL</b>		\$ 347,220.31	\$ 346,000.00	Approved by Division of Drinking Water
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#### Interconnect

\$ 160,124.60
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#### Other Reimbursables

\$ 71,107.75
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#### **TOTAL**

<b>\$ 577,232.35</b>
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SCHEDULE 1  
ORIGINAL REINBURSABLE COSTS

Account	Date	Reference	Invoice #	Transaction Description	Debit	Debit Source	Canceled Check #
310-00-7710.000	12.31.16.1			CWC System Meters	11,972.50	Cycle Sum - Excel Spreadsheet	Variou
310-00-7710.000	3			CWC - Tank Regule and removal costs	75,831.50	Reimburs - attached	
310-00-7710.000	12.31.16.4			SCW System Meters	25,300.00	Cycle Sum - Excel Spreadsheet	Variou
310-00-7710.000	3.31.16	BOWTE01	14722	Water System Examnet Asstition	5,919.00	Invoice Received	10061
310-00-7710.000	3.31.17	BOWTE01	14647	Fire Pump-Master Plan adjustment	5,584.00	Invoice Received	9911060
310-00-7710.000	5.31.17	BOWTE01	14955	2017 Water Master Plan	2,716.50	Invoice Received	10124
310-00-7710.000	5.31.17	BOWTE01	17128	CWC Tank Replacement - April 2017	2,453.00	Invoice Received	10124
310-00-7710.000	5.31.17	BOWTE01	17253	CWC Tank Replacement - May 2017	2,235.00	Invoice Received	99000
310-00-7710.000	5.31.17	BOWTE01	17254	CWC System DDTV Leak Projects	3,454.75	Invoice Received	99000
310-00-7710.000	6.30.17	BOWTE01	17502	CWC Water System DDTV Leaks	7,065.30	Invoice Received	99005
310-00-7710.000	6.30.17	BOWTE01	17542	CWC Bas Study Update	3,701.00	Invoice Received	99005
310-00-7710.000	7.1.17	BOWTE01	17501	CWC Water System DDTV Leas	699.50	Invoice Received	99012
310-00-7710.000	7.1.17	BOWTE01	17502	CWC tank study update	1,851.00	Invoice Received	99012
310-00-7710.000	9.5.17	BOWTE01	17719	Water System Examnet	629.00	Invoice Received	99013
310-00-7710.000	9.5.17	BOWTE01	17721	CWC Bas Study Update	2,013.50	Invoice Received	99013
310-00-7710.000	9.27.17	BOWTE01	17757	CWC Water System DDTV Leak Proj	2,328.00	Invoice Received	99013
310-00-7710.000	10.31.17	BOWTE01	18057	Water System Examnet Asstition	1,751.70	Invoice Received	99020
310-00-7710.000	10.31.17	BOWTE01	18053	CWC Bas Study	2,554.25	Invoice Received	99020
310-00-7710.000	10.31.17	BOWTE01	18039	CWC Tank Replacement	596.00	Invoice Received	99020
310-00-7710.000	9.5.17	BOWTE01	17900	CWC Bas Study Update	2,455.00	Invoice Received	99013
310-00-7710.000	9.5.17	BOWTE01	17901	CWC Tank Replacement	3,508.25	Invoice Received	99013
310-00-7710.000	9.5.17	BOWTE01	17903	Water System Examnet Asstic	198.90	Invoice Received	99013
310-00-7710.000	9.5.17	BOWTE01	17720	CWC Tank Replacement	5,310.75	Invoice Received	99013
310-00-7710.000	9.27.17	BOWTE01	17902	CWC Water System DDTV Leak Proj	5,061.00	Invoice Received	99013
310-00-7710.000	10.31.17	BOWTE01	18040	CWC Water System DDTV Leak Proj	35,099.50	Invoice Received	99020
310-00-7710.000	12.31.18	BOWTE01	18252	CWC Water System DDTV Leak Proj	1,001.50	Invoice Received	97035
310-00-7710.000	1.31.18	BOWTE01	18534	San Lodge Workshop Replacement	931.50	Invoice Received	97035
310-00-7710.000	9.30.16	CLYD001	118547	CWC Interim Bas Case - Sep 2016	14,830.00	Invoice Received	5442
310-00-7710.000	11.8.16	CLYD001	11975	CWC Interim Bas Case - Oct 2016	5466	Invoice Received	5466
310-00-7710.000	12.1.16	CLYD001	12064	CWC Interim Bas Case - Nov 2016	7,401.00	Invoice Received	5469
310-00-7710.000	1.9.17	CLYD001	12065	Community Water - Dec 2016	31,755.00	Invoice Received	5497
310-00-7710.000	2.6.17	CLYD001	12120	CWC water - Jan 2017	1,091.24	Invoice Received	110009
310-00-7710.000	4.20.17	CLYD001	12197	Community Water Company - Feb 2017	4,180.00	Invoice Received	10410
310-00-7710.000	3.31.17	CLYD001	12196	CWC - March 2017	5,506.13	Invoice Received	10410
310-00-7710.000	4.30.17	CLYD001	12300	Community Water - April 2017	1,464.00	Invoice Received	99010
310-00-7710.000	5.31.17	CLYD001	12365	CWC Lead Fees - May 2017	7,792.17	Invoice Received	99001
310-00-7710.000	6.27.17	CLYD001	12445	CWC - June 2017	16,544.60	Invoice Received	99011
310-00-7710.000	7.20.17	CLYD001	12572	CWC - July 2017	9,757.13	Invoice Received	99013
310-00-7710.000	8.31.17	CLYD001	12570	Community Water Company - August 2017	7,215.00	Invoice Received	97015
310-00-7710.000	9.30.17	CLYD001	12656	CWC - Sept 2017	9,997.51	Invoice Received	97022
310-00-7710.000	10.31.17	CLYD001	12709	CWC - Oct 2017	10,513.50	Invoice Received	99023
310-00-7710.000	11.30.17	CLYD001	12781	CWC - Nov 2017 - MERN notes	8,165.60	Invoice Received	97023
310-00-7710.000	12.31.17	CLYD001	12861	CWC - Dec 2017 MERN notes	4,157.01	Invoice Received	97035
310-00-7710.000	12.1.18	LOCY001	7474	CWC Ending Sources Study - Oct 2016	1,192.50	Invoice Received	5464
310-00-7710.000	12.1.18	LOCY001	7483	CWC ending sources study - Nov 2016	11,745.50	Invoice Received	5464
310-00-7710.000	4.20.17	LOCY001	7557	CWC - Feb 2017	2,112.00	Invoice Received	10115
310-00-7710.000	3.1.17	STAN001	8108	Master plan (Green Collins)	13,645.50	Invoice Received	10115
Report Totals					547,120.01		

Tank Replacement Costs \$ 75,831.50 ok  
 Boyer Collins \$ 99,822.50 ok  
 Loughlin \$ 17,078.00 ok  
 Summit Water \$ 1,148.50 ok  
 Cycle Snow \$ 193,880.50  
 Cycle Snow \$ 116,202.51  
 Cycle Snow \$ 37,047.50  
 Cycle Snow \$ 347,220.31

Vendor	Date	Inv#	Amount	Invoice Status	Cancelled Check #
Superior Tank	6/7/2017	25673	\$ 13,500.00	Invoice Received	Wire Xfr 6/23/17
Superior Tank	6/16/2017	25706	\$ 7,500.00	Invoice Received	80004
Superior Tank	6/22/2017	25719	\$ 31,500.00	Invoice Received	80003
Bowen Collins	7/3/2017	17501	\$ 15,267.25	Invoice Received	80005
Bowen Collins	8/1/2017	17580	\$ 7,764.25	Invoice Received	80012
Extreme Excavating	10/5/2017	86605	\$ 300.00	Invoice Received	87021

\$ 75,831.50



## Community Water Interconnect Cost Summary

Vendor	Date	Inv#	Amount	Notes	Canceled Check #
Alliance Engineering	5/15/2018	11444	\$ 1,300.00	Invoice Received	5804
AQUA	5/24/2018	16236	\$ 1,125.00	Invoice Received	80028
AQUA	6/21/2018	16334	\$ 2,777.50	Invoice Received	112
AQUA	7/26/2018	16459	\$ 2,680.00	Invoice Received	115
AQUA	8/28/2018	16574	\$ 3,201.25	Invoice Received	119
MC Contractors	7/31/2018	3249	\$ 40,440.97	Invoice Received	118
MC Contractors	8/30/2018	3260	\$ 77,537.69	Invoice Received	157
MC Contractors	9/30/2018	3276	\$ 17,900.00	Invoice Received	157
BJ Rees's Enterprise	9/11/2018	12070	\$ 393.02	Invoice Received	129
Summit Electric	11/14/2018	1	\$ 3,445.00	Invoice Received (org quote \$4,200)	146
Electro Power	10/30/2018	5432	\$ 6,340.00	Invoice Received (org quote \$4,680)	158
SKM	10/31/2018	16860	\$ 212.50	Invoice Received (org quote \$5,841)	163
SKM	1/8/2019	17095	\$ 1,171.73	Invoice Received (org quote \$5,841)	164
MRW Invoice	12/31/2018	MRW018-1231	\$ 1,599.94	Invoice Received sent to Stacy 1/24	159
<b>\$ 160,124.60</b>					

Community Water  
TCFC Other Reimbursables

Vendor	Date	Inv#	Amount	Notes	Cancelled Check #
Alliance	2/1/2019	11830	\$ 1,800.00	Services thru 12/14/18 (original quote \$1,800.00)	160
AQUA Engineering	9/28/2018	16681	\$ 5,267.50	Engineering Fees	131
AQUA Engineering	11/13/2018	16857R	\$ 11,770.00	Engineering Fees	141
AQUA Engineering	2/28/2019	17292	\$ 18,331.25	Engineering Fees thru 2/28/19	165
Loughlin	6/30/2018	7979	\$ 4,984.25	Phase 1 Well Feasibility Study	113
Loughlin	7/31/2018	8002	\$ 464.75	Phase 1 Well Feasibility Study	110
Loughlin	8/31/2018	8023	\$ 13,906.80	Phase 1 & Phase 2	121
Loughlin	9/30/2018	8053	\$ 8,438.25	Phase 1 & Phase 2	127
Loughlin	10/30/2018	8084	\$ 631.30	Phase 1 & Phase 2	135
Loughlin	11/30/2018	8109	\$ 1,195.25	Phase 2 Out of Scope Meetings and DWSP I	143
Loughlin	1/31/2019	8165	\$ 1,940.75	Phase 2 Bidding Assistance	152
Loughlin	2/28/2019	8194	\$ 870.00	Phase 2 Bidding Assistance	166
Loughlin	3/31/2019	8215	\$ 1,131.25	Phase 2 Bidding Assistance	173
Loughlin	4/30/2019	8238	\$ 316.40	Phase 2 Bidding Assistance	
Weber Basin	7/12/2018	50590	\$ 60.00	Water Transfer Recording & Processing Fee	105
cancelled check needed					
\$ 71,107.75					