

IRRIGATION WATER RIGHT AND WATER SYSTEM TRANSFER AGREEMENT

(Greenerhills Homeowner's Association and Twin Creeks Special Service District)

THIS IRRIGATION WATER RIGHT AND WATER SYSTEM TRANSFER AGREEMENT ("Agreement"), is made and entered into as of this 7 day of July, 2014, by and between TWIN CREEKS SPECIAL SERVICE DISTRICT, a political subdivision of the State of Utah (the "District"), and GREENERHILLS HOMEOWNER'S ASSOCIATION, a corporation organized under the laws of the State of Utah, and its transferring shareholders herein named (collectively, the "Association"). The District and the Association are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The District owns, operates and maintains culinary water and secondary irrigation water systems, including, without limitation, culinary and secondary irrigation water pipelines, pump stations, valves, meters and related facilities used in providing culinary and secondary irrigation water service to subdivided and other lands situated within the boundaries of the District, and has the equipment, personnel and expertise necessary to provide said services in an efficient and cost-effective manner to its customers.

B. Wasatch County, Utah (the "County"), requires as a condition to development approval that culinary and secondary irrigation water service be provided by the District to all new subdivisions developed within the boundaries of the District, and that sufficient irrigation water shares and/or other water rights and all secondary irrigation water systems developed in connection with said subdivisions be dedicated to and be owned, operated and maintained by the District as a condition to providing said services (the "County Ordinance").

C. The Association was incorporated for the purpose, among others, of providing secondary irrigation water service to the lots and other properties within the Greenerhills Subdivision, a subdivision established pursuant to that certain Greenerhills Subdivision Plat ("Subdivision Plat"), recorded September 7, 2000, in the official records of Wasatch County, Utah, under Entry No. 227027, Book 474, Page 575-704 (the "Subdivision"). The Subdivision was established prior to the effective date of the County Ordinance.

D. In the Notice to Purchasers set forth in the Subdivision Plat (the "Plat Notice"), Item No. 35 provides that the Association is to be responsible for the operation and maintenance, among other things, of the Pressurized Irrigation System serving the Subdivision. Item No. 46 of the Plat Notice provides that maintenance and repair of the Jones Reservoir Dam (the "Reservoir" or "Jones Reservoir") shall be the responsibility of the Association and individual lot owners (individually an "Owner" or a "Lot Owner," and collectively the "Lot Owners"), in proportion to their share of Jones Reservoir's capacity, and that Wasatch County does not guarantee the performance of maintenance and repair obligations of Heber Light and Power, its successors and assigns, or any other party or parties owning water rights in the Jones Reservoir.

E. Water for secondary irrigation of the Subdivision lots and other properties within the Subdivision is authorized under that certain water right identified of record in the office of the Utah Division of Water Rights as Water Right No. 55-9587, a25519 (the "*Underlying Water Right*"), as to which the Owner of each lot within the Subdivision owns, together with the other Owners in the Subdivision, an ownership interest in such amount per lot as is shown in the official records of the Division of Water Rights for the Underlying Water Right (the interest of the Owner in the Underlying Water Right for each lot being referred to herein as a "*Water Right*" and collectively, the "*Water Rights*"). The Association owns no interest in the Underlying Water Right.

F. The Lot Owners receive delivery of the secondary irrigation water to which they are entitled under their Water Rights ("*Irrigation Water*"), through a secondary irrigation water system currently owned, operated and maintained by the Association (the "*Secondary Water System*"). Culinary water service within the Subdivision is provided by the District.

G. It is the desire of the Association and the District, and the purpose and intent of this Agreement, to facilitate the transfer to the District of the Secondary Water System and the Water Rights from as many of the individual Lot Owners as will do so, in order that Irrigation Water service within the Subdivision may be provided by the District rather than the Association.

H. The Association desires and finds it to be in the best interest of its members as Lot Owners within the Subdivision to enter into this Agreement with the District; and the District is willing and finds it to be in furtherance of its interest as a public water supplier, and in harmony with the purpose and intent of the County Ordinance, to accept the transfer of the Water Rights and the Secondary Water System serving the Subdivision, and to provide Irrigation Water service in addition to culinary water service to the Lot Owners within the Subdivision; all subject to and in conformance with the terms and conditions of this Agreement.

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

1. TRANSFER OF SECONDARY IRRIGATION WATER RIGHTS.

1.1 Transfer of Water Rights. The Association shall utilize its best efforts in encouraging and effectuating a transfer of title to the District of the Water Rights owned by each of the individual Lot Owners within the Subdivision, in conformance with the following:

(a) Resident Lot Owners Willing to Transfer.

(1) Lot Owners who are willing to transfer title to their Water Rights to the District (each a "Transferring Lot Owner," and collectively, the "Transferring Lot Owners"), shall do so by Quit Claim Deed in the form set forth in EXHIBIT "A" attached hereto and incorporated by reference herein. The Water Rights transferred to the District shall become a part of the District's total water right inventory and the District shall have the responsibility and obligation to maintain the Water Rights active and in good standing before the State Engineer and to protect the Water Right from forfeiture for non-use, at the District's sole risk of loss, subject to the continuing obligation of the District to provide water service to the Transferring Lot Owners and their successors-in-interest as provided in Section 4 herein.

(2) The District agrees that it shall accept the transfer of title of the Water Rights from each Transferring Lot Owner willing to do so, and covenants that the District will reserve and guarantee for and in behalf of the Transferring Lot Owners and their successors-in-interest in perpetuity, an amount equal to the quantity of water transferred to the District by each Transferring Lot Owner, subject to standard rules and regulations of the District applicable to all District customers with regard to rationing of the District's available Irrigation Water supply in times of shortage caused by drought, emergency or otherwise. Transferring Lot Owners may purchase the right to receive delivery of additional water in conformance with the District's standard rules and regulations pertaining to the acquisition of water service from the District.

(3) Consideration for the transfer of each Water Right by a Transferring Lot Owner to the District shall be the District's willingness to protect and maintain the Water Right from forfeiture for non-use and its willingness to provide Irrigation Water service to the Transferring Lot Owner under said rights pursuant to the terms of this Agreement.

(b) Resident Lot Owners Unwilling to Transfer. Lot Owners who are unwilling to transfer title to their Water Rights to the District shall be required to separately contract with the District for Irrigation Water Service through the Secondary Water System transferred by the Association to the District hereunder, and shall otherwise be obligated to put the water under their retained Water Rights to beneficial use and protect the same from statutory forfeiture pursuant to State law.

(c) Conditions Precedent. The Parties agree that the following shall be conditions precedent to this Agreement:

(1) Updated Title Reports. The Association shall obtain an up-dated title report on each of the water rights which are to be transferred to the District pursuant to Section 1.1(a) herein. A copy of the up-dated title report shall be delivered to the District by the Association verifying that each of said water rights may be transferred to the District free and clear of liens and encumbrances not otherwise acceptable to the District.

(2) Transfer of Sufficient Water Rights. Unless otherwise agreed to by the Parties, in the event less than 85% of the Lot Owners transfer their Water Rights to the District within 90 days of the date of execution of this Agreement as first set forth above, this Agreement shall thereupon terminate unless such time for transfer is extended or the Parties otherwise agree by written amendment to this Agreement.

1.2 Necessary Change Applications and Related Documents Filed by District

(a) District to Prepare and File Necessary Change Applications, Reports of Conveyance. The Parties hereby acknowledge that as of the date of execution of this Agreement, the Water Rights to be transferred hereunder may not be legally authorized by the State Engineer for diversion and use as required for the District to utilize said rights in connection with the delivery of water through its System, and that the filing and approval of an application or applications for permanent change of water (collectively, the "*Change Applications*"), may be necessary to authorize the uses intended by the District under the Water rights. In the event a Change Application is required, the District shall diligently pursue the final approval of the Change Application, including the defense of any appeal to the district court of the State Engineer's memorandum decision regarding the same and any appeal of a district court judgment to the Utah Supreme Court. The District shall pay all costs and expenses, including attorney's

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fees, engineering fees, expert witness fees and other consulting fees and charges, incurred by the District in connection with the preparation and filing of any Change Application and those incurred in connection with all administrative proceedings involving the State Engineer's consideration of the Change Application, including proceedings relating to any request for reconsideration, any appeal to the district court of the State Engineer's decision approving or rejecting the Change Application, and any appeal of a district court judgment to the Utah Supreme Court. In such event, the District, in consultation with the Association, shall determine whether and to what extent it shall pursue or defend any request for reconsideration, or any district court or appellate court appeal. Likewise, all Reports of Conveyance required to update the title records of the Division of Water Rights with respect to the interests in the water rights transferred to the District shall be prepared and filed by the District at its sole cost and expense.

(b) Association to Cooperate. The Association shall fully cooperate with the District with respect to all proceedings involving any required Change Applications and all Reports of Conveyance. The District provide the Association copies of non-privileged correspondence, pleadings, and other documents generated in connection with all matters relating to the Change Applications and Reports of Conveyance and otherwise keep the Association advised with respect to the Change Application proceedings and the status of the Reports of Conveyance.

(c) District Assumes Risk of Approval. The District shall assume all risk with respect to the approval or non-approval of any required Change Applications. The approval thereof shall not be a condition precedent to this Agreement.

2. TRANSFER OF SECONDARY WATER SYSTEM

2.1 Description of the Secondary Water System to be Transferred.

(a) Physical Facilities. The Secondary Water System consists of the following facilities:

- (1) All main water transmission lines;
- (2) Holding Pond and its control structure, vault and related equipment and facilities;
- (3) Big Pole Ditch and related facilities;
- (4) Big Pole Creek diversion and its pump station, vault and related equipment and facilities;

(5) All internal subdivision lines, meters, valves, and related equipment and facilities up to the point of connection of the individual Lot Owners' service lateral off of the Secondary Water System main lines, including the control valve at the point of connection. The individual water service laterals extending from the Lot Owners' side of the control valve at the point of connection, including all water pipelines, fixtures, equipment and facilities situated within an individual Lot Owner's property being served, shall be the sole and separate property and responsibility of such individual Lot Owner and not the District.

(b) Easements. All prescriptive and other dedicated and granted easements and rights-of-way held by the Association in connection with the Secondary Water System.

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2.2 Transfer of Secondary Water System and Easements to the District.

(a) Transfer of Secondary Water System. Title to all of the Association's right, title and interest in and to the Secondary Water System shall be transferred by the Association to the District by Bill of Sale in the form set forth in EXHIBIT "B" attached hereto and incorporated by reference herein. Upon transfer, the Secondary Water System shall become a part of and be integrated into the District's secondary water system, and be utilized by the District in providing secondary irrigation water service to the Association, as provided in and subject to the terms hereof.

(b) Assignment of Easements. The Association's rights and interests in and to all prescriptive and other dedicated and granted easements and rights-of-way held by the Association in connection with the Secondary Water System shall be assigned by the Association to the District.

2.3 Condition of Secondary Water System. It is expressly understood and agreed that the Association and the Lot Owners make no warranty or representation of any kind with respect to title to, ownership of or transferability of the Secondary Water System. The District hereby acknowledges and agrees that it shall take title to the Secondary Water System and Easements in their 'AS IS, WHERE IS' condition, with all faults in all respects. Neither the Association nor any of its officers and directors, attorneys, agents or representatives, nor any Lot Owner has made or makes any warranty or representation whatsoever regarding the condition of the Secondary Water System, including, but not limited to title to and ownership of the Secondary Water System, usability, transferability or other aspect of the Secondary Water System, and neither the Association nor the Lot Owners make any representation or warranty, express or implied, regarding the condition, suitability, merchantability or fitness for use of the Secondary Water System, and neither the Association nor the Lot Owners shall be liable for any damages or consequential damages arising out of any defect or deficiency in the Secondary Water System arising subsequent to the transfer thereof to the District.

2.4 Ownership, Management, Operation and Maintenance of the Secondary Water System. Upon transfer of the Secondary Water System to the District, the District, at its sole cost and expense, shall thereupon own and manage, and shall have the sole and separate responsibility to administer, manage, operate, maintain, repair and replace the Secondary Water System, and shall comply with all applicable local, state and federal laws, ordinances, statutes, regulations and permit requirements which now or may hereafter govern the District's ownership, management, operation, maintenance, repair and replacement of the Secondary Water System.

3. TRANSFER OF JONES RESERVOIR O&M RESPONSIBILITY.

3.1 Acknowledgments and Agreements Pertaining to Jones Reservoir Co. to District.

(a) Title to Jones Reservoir. The Parties hereby acknowledge and agree that title to the Jones Reservoir has been conveyed by the Jones Reservoir Company to the District and others, and that the Association owns no legal title interest in the Reservoir.

(b) Lot Owners' Share of Capacity. With reference to the obligation of the Lot Owners to maintain and repair the Reservoir in proportion to their share of Jones Reservoir's capacity as set forth in Item 46 of the Plat Notice, it is acknowledged and affirmatively agreed that the Lot Owners' pro-rata share of the Reservoir capacity is twenty-five percent (25%).

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3.2 Assignment of Jones Reservoir Interest and Obligation; O&M Responsibility. The Association and the Lot Owners hereby unconditionally assign and delegate to the District, and the District hereby agrees to unconditionally accept such assignment and delegation of the Lot Owners' responsibility to maintain and repair Jones Reservoir, and all related facilities and equipment, such that from and after the date of execution hereof, neither the Association nor any Lot Owner shall have any obligation or responsibility to maintain, repair or upgrade the Reservoir, subject to the provisions of Section 4 herein. The District hereby agrees to expeditiously and in good faith pursue, with the cooperation of the Association and the Lot Owners, seek the removal, from the Subdivision Plat, of the Lot Owners responsibility for maintenance and repair of the Reservoir as set forth in Item 46 of the Notice to Purchasers.

3.3 Assignability; Condition of the Reservoir. It is the understanding of the Parties that the Reservoir remains in need of repair and upgrade. It is expressly understood and agreed that: (i) the Association and Lot Owners make no warranty or representation of any kind with respect to title to, ownership of or interest in or the assignability or delegation of the Lot Owners' obligations for maintenance and repair of Jones Reservoir as set forth in Item 46 of the Plat Notice, (ii) the District hereby accepts the Reservoir in its current condition and state of repair, and (iii) that neither the Association nor the Lot Owners have any obligation or responsibility to maintain, repair or upgrade the Reservoir, and that the obligation to maintain, repair and upgrade the Reservoir shall belong to the District and/or others who own the legal title thereto. The District hereby acknowledges and agrees that it accepts the Reservoir in its 'AS IS, WHERE IS' condition, with all faults in all respects. Neither the Association nor any of its officers and directors, attorneys, agents or representatives, nor any Lot Owner, has made or makes any warranty or representation whatsoever regarding the condition of Jones Reservoir, including, but not limited to title to, ownership or interest in, assignability and delegation or other aspect of the Jones Reservoir, and neither the Association nor the Lot Owners make any representation or warranty, express or implied, regarding the condition, suitability, merchantability or fitness for use of Jones Reservoir, and neither the Association nor any Lot Owner shall be liable for any damages or consequential damages arising out of any defect or deficiency in Jones Reservoir.

3.4 Indemnification of Lot Owners Pertaining to Jones Reservoir. The District shall indemnify, defend, and hold the Association, its employees, officers, members, professional consultants, and the Lot Owners, and their respective successors and assigns (collectively, the "*Indemnitees*"), harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, real or personal, including the property of the Indemnitees, (collectively, the "*Claims*") arising from or relating to: (i) the existence and/or use, maintenance, repair and replacement of the Jones Reservoir; (ii) any act or omission of the District or any of District's agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving the District or the District's agents related to the District's ownership, management, operation, maintenance, repair, replacement and upgrade of the Jones Reservoir and /or adjacent areas, and/or (iv) the failure of the District to maintain Jones Reservoir in a safe condition. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

4. OBLIGATION OF THE DISTRICT TO PROVIDE SECONDARY WATER SERVICE.

4.1 Service to Lots that Transferred Water Rights to the District. From and after the date of execution hereof, Irrigation Water service shall be provided to each Transferring Lot Owner upon execution of and pursuant to the terms and conditions of the District's standard irrigation water service contract and rules and regulations applicable generally to all District irrigation water customers, including, without limitation, payment of customary irrigation water service fees and charges. The District shall charge the standard District irrigation water service rates charged to other District irrigation customers similarly situated, which initially shall not exceed \$14.00 per acre-foot per month, plus a pro-rata share of the costs incurred by the District in the maintenance and repair of the Jones Reservoir, not to exceed 25% as provided in Section 3.1(b). The District shall only impose irrigation water service rate increases in the future if and to the same extent irrigation water rates are increased District-wide, in conformance with the requirements of applicable Utah law. Payment of the irrigation water service fees and charges shall be due and owing as billed by the District and be collectible in conformance with its standard rules and regulations.

4.2 Service to Association Property. Notwithstanding the Association has not conveyed any interest in the Underlying Water Right and has no water rights independent of the Lot Owners, the District agrees to make irrigation water available to the Association for two (2) Subdivision entry features by application and pursuant to the terms and conditions of the District's standard irrigation water service contract and applicable rules and regulations the same as any other District customer.

5. Term. The term of this Agreement shall be perpetual.

6. Costs and Expenses. Each of the Parties shall separately pay all costs incurred by it for legal, accounting and other consultants' services as a result of this transaction, if any, together with all other costs incurred by it in the satisfaction of its obligations under this Agreement.

7. Covenant of Further Assurances and Good Faith. Each of the Parties hereto covenant to execute and deliver any and all additional papers, documents, and other assurances, and to act in good faith in doing any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder, in carrying out the intent of the Parties to Close the transaction contemplated by this Agreement.

8. Indemnity. The District shall indemnify and hold the Lot Owners and the Association, and its officers, directors, agents and representatives, harmless from and against any and all losses, expenses, damages, claims and liabilities, of whatsoever kind or nature (including without limitation court costs and reasonable attorney's fees), which in any way result from or otherwise arise out of matters involving the District's ownership, management, operation, maintenance, repair and replacement of the Water Rights and the Secondary Water System, and Jones Reservoir that shall occur subsequent to Closing. This indemnity agreement shall survive the Closing

9. Miscellaneous Contract Provisions

9.1 Assignment. This Agreement shall not be assigned or transferred by Twin Creeks without the prior written consent of the Association.

9.2 Successors and Assigns. This Agreement shall be binding upon and shall inure solely to the benefit of the Parties hereto and their respective successors, assigns, receivers, liquidators,

rehabilitators, conservators and supervisors, it not being the intent of the Parties to create any third party beneficiaries, except as specifically provided in this Agreement.

9.3 Attorney's Fees. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing Party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing Party. For purposes of this Paragraph, the term "prevailing Party" shall, in the case of a claimant, be the Party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the Party who is successful in denying substantially all of the relief sought by the claimant.

9.4 Severability. If any provision of this Agreement is held to be void or unenforceable, in whole or in part: (i) such holding shall not affect the validity and enforceability of the remainder of this Agreement, including any other provision, paragraph or subparagraph, and (ii) 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.

9.5 Captions. The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

9.6 Governing Law. This Agreement and all matters relating hereto, shall be governed by, construed and interpreted in accordance with and be enforceable under the laws of the State of Utah.

9.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all other prior agreements, understandings, statements, representations and warranties, oral or written, express or implied, by and among the Parties and their respective affiliates, representatives and agents in respect of the subject matter hereof.

9.8 Construction. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or who's attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

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

9.10 Counterparts; Facsimile, PDF or Photocopy Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one agreement. A fully executed facsimile copy, PDF and/or photocopy of this Agreement is legally enforceable and binding the same as the original Agreement.

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9.11 Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

TWIN CREEKS SPECIAL SERVICE DISTRICT

By: Kendall Sutton
Chair, Board of Trustees 7/7/14

GREENERHILLS HOMEOWNER'S ASSOCIATION

By: Nancy J. Gordon
President

Exhibit “A”

WHEN RECORDED, MAIL TO:

Greenerhills Homeowners Association
P.O. Box 568
Heber, UT 84032

QUITCLAIM DEED CONVEYING WATER RIGHTS

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____, as Grantor and record owner of Lot #____,
with an address of _____ hereby remises,
releases, and quitclaims to **Twin Creeks Special Service District**, a special service district duly
organized and existing under the laws of the State of Utah, as Grantee, the following described
part of State of Utah Water Right No. 55-9587 (a25519), more particularly described as follows
(the "Water Right"):

_____ () acre-feet of the waters of Lake Creek in Wasatch County as
identified in the "Tenth" paragraph of the Murdock Decree (The Lake Creek
Irrigation Company, et. al., Plaintiffs Alva M. Murdock, et. al., Defendants,
Case No. 201, in the District Court of the Fourth Judicial District in and for
Wasatch County, State of Utah) being "sufficient of the waters of the said Lake
Creek necessary to fill (the Jones Reservoir) in Lake Creek Canyon (also
known) as the Gem Reservoir to its present capacity, subject to the conditions
and restrictions (as spelled out in said decree)."

The water right described above is a part of Water Right No. 55-9587 at the Utah State
Engineer's Office. By accepting this Water Deed, Grantee expressly acknowledges and agrees
that the conveyance of water right is subject to the Utah State Engineer's Memorandum Decision
re Change Application a25519 (55-9587). The State Engineer's Memorandum Decision is
hereby made a part of this agreement by this reference. This conveyance also includes an
assignment of a proportionate right in the Change Application.

[SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed Conveying Water Rights this ____ day of _____, 2014.

GRANTOR:

By: _____

GRANTOR:

By: _____

STATE OF UTAH)

:SS

COUNTY OF WASATCH)

On this ____ day of _____, 2014, personally appeared before me _____, known or satisfactorily proved to me to be the record owner of the Property which is the subject herein, who acknowledged to me that he/she is the one and the same.

Notary Public

STATE OF UTAH)

:SS

COUNTY OF WASATCH)

On this ____ day of _____, 2014, personally appeared before me _____, known or satisfactorily proved to me to be the record

owner of the Property which is the subject herein, who acknowledged to me that he/she is the one and the same.

Notary Public

Trust:

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed Conveying Water Rights this ____ day of _____, 2014.

GRANTOR:

By: _____

Its: _____

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

On this ____ day of _____, 2014, personally appeared before me, _____, Trustee of the _____ Trust, dated _____, the signer of the above instrument who duly acknowledged to me that he/she signed pursuant to his/her authority to execute the same.

Notary Public

Exhibit “B”

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

Greenerhills Homeowner's Association ("Seller"), for and in consideration of the sum of One and no/100 Dollars (\$1.00), the receipt and sufficiency whereof is hereby acknowledged, has bargained, sold, assigned and transferred, and by these presents does hereby bargain, sell, assign and transfer to Twin Creeks Special Service District, a political subdivision of the State of Utah ("Buyer"), that certain personal property more particularly described as follows:

All of Seller's right, title and interest in and to that certain pressurized secondary irrigation system serving the Greenerhills Subdivision, including:

1. All main water transmission lines,
2. Holding pond and control structure, vault and related equipment and facilities,
3. Big Pole Ditch and related facilities,
4. Big Pole Creek diversion structure and its pump station, vault and related equipment and facilities,
5. All internal subdivision lines, meters, valves and related equipment and facilities up to the point of connection of the individual lot owners' service lateral off of the secondary system main lines, and including the control valve at the point of connection (collectively, the "Property").

With the following exceptions: The individual water service laterals extending from the Lot Owners' sides of the control valve at the point of connection, including all water pipelines, fixtures, equipment and facilities situated within an individual Lot Owner's property being served, shall be the sole and separate property and responsibility of such individual Lot Owner and not the District.

The Property is transferred in its "as is, where is" condition subject to and in conformance with the terms and provisions of Section 2.3 of that certain Irrigation Water Right and Water System Transfer Agreement entered into by and between Seller and Buyer dated _____.

IN WITNESS WHEREOF, Seller has set its hand to this Bill of Sale this ____ day of _____, 20____.

GREENERHILLS HOMEOWNER'S ASSOCIATION

By: _____
It's:

State of Utah)
)
) :ss.
County of _____)

On the _____ day of _____, 20__ personally appeared before me _____, the
_____ of _____, who duly acknowledged that he executed the foregoing
instrument in behalf of said company and that said company executed the same.

Notary Public