



BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT MEETING

**BOARD OF DIRECTORS, REGULAR MEETING
1777 N Meadowlark Dr, Apple Valley
Thursday, March 04, 2021 at 6:00 PM**

AGENDA

Notice is given that a meeting of the Water District of the Town of Apple Valley will be held on **Thursday, March 04, 2021**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Chairman | Harold Merritt

Boardmembers | Marty Lisonbee | Dale Beddo | Ross Gregeson | Jerry Jorgensen

Pursuant to the Executive Order issued by Governor Gary Herbert on March 18, 2020, regarding Electronic Public Meetings, please be advised that the Big Plains Water and Sewer Special Service District Meeting will be held electronically and will be broadcast via Zoom. Persons will be allowed to comment during the meeting via Zoom or by calling in. Meeting details and dial-in phone numbers will be provided when the agenda for the meeting is published on the Town website or via <https://www.utah.gov/pmn>

Zoom Meeting ID: 886 9418 0699

Zoom Link: <https://us02web.zoom.us/j/88694180699>

CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

APPROVAL OF MINUTES

FINANCIAL REPORT – John Barlow

- [1.](#) Financial Report and Check Register for February 2021

WATER SUPERINTENDENT REPORT – Dale Harris

ENGINEERING – Rod Mills

DISCUSSION AND ACTION

- [2.](#) Agreement with Kenstal, LLC (Property Easement)

POLICIES / PROCEDURES

REQUEST FOR A CLOSED SESSION

ADJOURNMENT

Interested persons are encouraged to attend public hearings or present their views in writing at least one day prior to the meeting.

CERTIFICATE OF POSTING: I, John Barlow, as duly appointed Administrator for the Town of Apple Valley, hereby certify that this Hearing notice was posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website <http://pmn.utah.gov>, the Town Website www.applevalleyut.gov on the **24th day of February, 2021**.

John Barlow, Town Administrator

Town of Apple Valley

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS AND MEETINGS

In compliance with the American with Disabilities Act, individuals needing special accommodations (Including auxiliary communicative aids and services) during this meeting should call 435-877-1190.

Big Plains Water & Sewer Special Service District

Standard Financial Report

51 Big Plains Water & Sewer SSD - 07/01/2020 to 03/01/2021

75.00% of the fiscal year has expired

Item 1.

	Prior Year Actual	March Actual	Current Year Actual
Net Position			
Assets:			
Current Assets			
Cash and cash equivalents			
1111 Checking	48,677.81	0.00	139,575.12
1113 SBSU Construction Checking	100.00	0.00	100.00
1122 PTIF 8032 Impact Fees	23.42	0.00	23.44
1123 PTIF 8339 Savings	3,805.40	0.00	3,809.58
1124 PTIF 7840 Well 59 Escrow	42,193.12	0.00	(28.96)
1126 PTIF 8667 Reserves	25,804.25	0.00	25,832.61
1175 Undeposited Receipts	29.00	0.00	29.00
1191.1 Restricted Cash	243,410.85	0.00	243,410.85
1191.2 Restricted Cash Offset	(243,410.85)	0.00	(243,410.85)
Total Cash and cash equivalents	120,633.00	0.00	169,340.79
Receivables			
1311 Accounts Receivable	(755.25)	0.00	(755.25)
1421 Due from General Fund	80,177.91	0.00	60,000.46
Total Receivables	79,422.66	0.00	59,245.21
Total Current Assets	200,055.66	0.00	228,586.00
Non-Current Assets			
Capital assets			
Work in Process			
1601 Work in Progress	0.00	0.00	24,851.11
Total Work in Process	0.00	0.00	24,851.11
Property			
1610 Land	21,507.00	0.00	21,507.00
1611 Water Rights	996,483.17	0.00	996,483.17
1621 Source Structures & Improvements	1,139,867.87	0.00	1,139,867.87
1631 Source Supply Mains	2,972,575.06	0.00	2,972,575.06
1632 Storage Tanks and Reservoirs	1,137,795.73	0.00	1,137,795.73
1633 Meters	1,436.16	0.00	1,436.16
1661 Power Operated Equipment	39,452.00	0.00	39,452.00
1662 Office Equipment	2,679.99	0.00	2,679.99
Total Property	6,311,796.98	0.00	6,311,796.98
Accumulated depreciation			
1721 A/D Source Structures & Improvements	(105,521.87)	0.00	(107,940.80)
1731 A/D Source Supply Mains	(396,606.98)	0.00	(402,799.84)
1732 A/D Storage Tanks and Reservoirs	(202,551.94)	0.00	(204,922.35)
1733 A/D Meters	(582.51)	0.00	(606.45)
1761 A/D Power Operated Equipment	(12,746.82)	0.00	(12,974.95)
1762 A/D Office Equipment	(2,266.26)	0.00	(2,277.59)
Total Accumulated depreciation	(720,276.38)	0.00	(731,521.98)
Total Capital assets	5,591,520.60	0.00	5,605,126.11
Total Non-Current Assets	5,591,520.60	0.00	5,605,126.11
Total Assets:	5,791,576.26	0.00	5,833,712.11
Liabilities and Fund Equity:			
Liabilities:			
Current liabilities			
2131 Accounts Payable	(29,446.42)	0.00	(31,043.80)
2211 Accrued Payroll Payable	(1,313.17)	0.00	0.00
2212 Payroll Liability Clearing	(1,016.46)	0.00	(40.02)
2221 Accrued SS, MC & FIT Payable	(730.36)	0.00	(1,536.56)
2222 Accrued state WTH Payable	(398.51)	0.00	(295.04)
2223 Accrued State Retirement Payable	0.00	0.00	(1,065.54)
2224 Accrued Health Insurance Payable	127.64	0.00	(1,248.52)
2230 Deposits Payable	(5,000.00)	0.00	(1,150.66)
2300 Accrued Interest	(4,309.76)	0.00	(4,309.76)
Total Current liabilities	(42,087.04)	0.00	(40,689.90)
Long-term liabilities			
2510.1 2012 Water Project Issued	(2,540,000.00)	0.00	(2,540,000.00)
2510.2 2012 Water Project Repaid	510,000.00	0.00	595,000.00
2510.3 2012 Water Project Current	(85,000.00)	0.00	(85,000.00)

Big Plains Water & Sewer Special Service District

Standard Financial Report

51 Big Plains Water & Sewer SSD - 07/01/2020 to 03/01/2021

75.00% of the fiscal year has expired

Item 1.

	Prior Year Actual	March Actual	Current Year Actual
2510.4 2012 Water Project Current Offset	85,000.00	0.00	85,000.00
2515.1 2014 2004 F-250 Issued	(18,000.00)	0.00	(18,000.00)
2515.2 2014 2004 F-250 Repaid	18,000.00	0.00	18,000.00
2520.1 2015 Water Bond 01 Issued	(2,364,800.00)	0.00	(2,364,800.00)
2520.2 2015 Water Bond 01 Repaid	146,963.25	0.00	166,751.90
2520.3 2015 Water Bond 01 Current	(32,998.77)	0.00	(32,998.77)
2520.4 2015 Water Bond 01 Offset	32,998.77	0.00	32,998.77
2521.1 2015 Water Bond 02 - Issued	(300,000.00)	0.00	(300,000.00)
2521.2 2015 Water Bond 02 - Repaid	16,854.65	0.00	19,153.84
2521.3 2015 Water Bond 02 - Current	(3,819.00)	0.00	(3,819.00)
2521.4 2015 Water Bond 02 - Current Offset	3,819.00	0.00	3,819.00
2522.1 2016 Aquafer Study - Issued	(41,000.00)	0.00	(41,000.00)
2522.2 2016 Aquafer Study - Repaid	24,000.00	0.00	33,000.00
2522.3 2016 Aquafer Study - Current	(8,000.00)	0.00	(8,000.00)
2522.4 2016 Aquafer Study - Current Offset	8,000.00	0.00	8,000.00
2523.1 2018 Water Bond A Issued	(88,000.00)	0.00	(88,000.00)
2523.2 2018 Water Bond A Repaid	8,000.00	0.00	12,000.00
2523.3 2018 Water Bond A Current	(4,000.00)	0.00	(4,000.00)
2523.4 2018 Water Bond A Offset	4,000.00	0.00	4,000.00
2524.1 2018 Water Bond B Issued	(362,000.00)	0.00	(362,000.00)
2524.2 2018 Water Bond B Repaid	23,000.00	0.00	23,000.00
2524.3 2018 Water Bond B Current	(13,000.00)	0.00	(13,000.00)
2524.4 2018 Water Bond B Offset	13,000.00	0.00	13,000.00
Total Long-term liabilities	(4,966,982.10)	0.00	(4,846,894.26)
Total Liabilities:	(5,009,069.14)	0.00	(4,887,584.16)
Equity - Paid In / Contributed			
2940.1 Bond Restricted	(132,031.80)	0.00	(132,031.80)
2940.2 Restricted - Bond Reserve Fund	(51,000.00)	0.00	(51,000.00)
2950 Restricted - Capital Facility Replacement	(60,379.05)	0.00	(60,379.05)
2981 Retained Earnings	(539,096.27)	0.00	(702,717.10)
Total Equity - Paid In / Contributed	(782,507.12)	0.00	(946,127.95)
Total Liabilities and Fund Equity:	(5,791,576.26)	0.00	(5,833,712.11)
Total Net Position	0.00	0.00	0.00

Big Plains Water & Sewer Special Service District

Standard Financial Report

51 Big Plains Water & Sewer SSD - 07/01/2020 to 03/01/2021

75.00% of the fiscal year has expired

Item 1.

	Prior Year Actual	March Actual	Current Year Actual	Original Budget	Revised Budget
Income or Expense					
Income From Operations:					
Operating income					
5140 Water Sales	207,786.62	0.00	208,472.98	278,440.00	278,440.00
5150 Water Standby Fees	32,947.64	0.00	31,520.01	54,684.00	54,684.00
5310 Connection Fees	20,000.00	0.00	13,872.36	2,000.00	2,000.00
5410 Late Penalties and Fees	0.00	0.00	142.06	3,000.00	3,000.00
5490 Other Operating Income	18,390.40	0.00	14,506.46	18,000.00	18,000.00
Total Operating income	279,124.66	0.00	268,513.87	356,124.00	356,124.00
Operating expense					
6010 Clerical Contractor Labor	0.00	0.00	4,090.54	21,042.00	21,042.00
6013 Water Salaries and Wages	45,006.00	0.00	32,567.00	45,006.00	45,006.00
6014 Water Benefits	24,563.47	0.00	16,851.70	25,883.00	25,883.00
6021 Public Postings	400.50	0.00	392.40	500.00	500.00
6023 Travel/Fuel	966.86	0.00	576.42	1,200.00	1,200.00
6024 Training	0.00	0.00	650.00	800.00	800.00
6025 Books/Subscriptions/Memberships	716.00	0.00	402.00	1,000.00	1,000.00
6030 Office Supplies and Expenses	4,105.95	0.00	2,288.26	5,566.00	5,566.00
6032 Postage	132.89	0.00	345.91	1,602.00	1,602.00
6035 Bank Service Charges	11.25	0.00	103.00	100.00	100.00
6040 Professional Service	26,673.56	0.00	383.17	0.00	0.00
6043 Accounting & Audit Fees	6,920.89	0.00	3,500.00	7,000.00	7,000.00
6044 Water Testing	5,692.00	0.00	3,415.00	5,200.00	5,200.00
6045 Legal Fees	5,713.00	0.00	784.00	3,000.00	3,000.00
6050 System Maintenance and Repairs	2,797.52	0.00	6,633.23	3,500.00	3,500.00
6051 System Equipment	6,617.46	0.00	9,928.03	4,000.00	4,000.00
6052 Well Maintenance and Repairs	1,304.92	0.00	0.00	2,000.00	2,000.00
6060 Equipment Maintenance	3,959.62	0.00	263.85	1,000.00	1,000.00
6061 Equipment Fuel	2,125.75	0.00	1,189.63	2,500.00	2,500.00
6067 Utilities	13,973.65	0.00	11,885.49	17,200.00	17,200.00
6068 Telephone & Internet	0.00	0.00	151.50	912.00	912.00
6070 Insurance	4,086.67	0.00	4,685.54	5,000.00	5,000.00
6095 Depreciation Expense	134,768.84	0.00	11,245.60	135,000.00	135,000.00
Total Operating expense	290,536.80	0.00	112,332.27	289,011.00	289,011.00
Total Income From Operations:	(11,412.14)	0.00	156,181.60	67,113.00	67,113.00
Non-Operating Items:					
Non-operating income					
5510 Grants	0.00	0.00	0.00	615,000.00	615,000.00
5520 Impact Fees	82,093.29	0.00	59,024.00	194,434.00	194,434.00
5610 Interest Income	2,633.23	0.00	59.39	2,000.00	2,000.00
5690 Sundry Revenue	0.00	0.00	48.00	0.00	0.00
Total Non-operating income	84,726.52	0.00	59,131.39	811,434.00	811,434.00
Non-operating expense					
6080 Interest Expense	93,152.22	0.00	51,692.16	91,723.00	91,723.00
Total Non-operating expense	93,152.22	0.00	51,692.16	91,723.00	91,723.00
Total Non-Operating Items:	(8,425.70)	0.00	7,439.23	719,711.00	719,711.00
Total Income or Expense	(19,837.84)	0.00	163,620.83	786,824.00	786,824.00

Big Plains Water & Sewer Special Service District
Invoice Register - 2/1/2021 to 2/28/2021 - All Invoices

Item 1.

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
20L0830	ChemTech-Ford Laboratories	1061	2/10/2021	2/10/2021	\$395.00			
					395.00	516044	Water Testing	Radiologicals AP Radium -226
02162021	Department of Workforce Services	ACH	2/16/2021	2/16/2021	\$27.00			
					27.00	516014	Water Benefits	2020 Q4 Unemployment
02162021	Health Equity	ACH	2/16/2021	2/16/2021	\$4.50			
					4.50	516014	Water Benefits	HSA Admin Fees
PR020621-74	Health Equity	ACH	2/12/2021	2/12/2021	\$156.25			
					156.25	512224	Accrued Health Insurance Paya	PEHP HSA
PR022021-74	Health Equity		2/26/2021	2/26/2021	\$156.25			
					156.25	512224	Accrued Health Insurance Paya	PEHP HSA
	Vendor Total:				\$317.00			
236470	Hinton Burdick CPA's	1053	2/4/2021	2/4/2021	\$3,500.00			
					3,500.00	516043	Accounting & Audit Fees	Progress Billing 2020 audit
PR020621-10	Internal Revenue Service		2/12/2021	2/12/2021	\$397.25			
					221.98	512221	Accrued SS, MC & FIT Payable	Social Security Tax
					51.92	512221	Accrued SS, MC & FIT Payable	Medicare Tax
					123.35	512221	Accrued SS, MC & FIT Payable	Federal Income Tax
PR022021-10	Internal Revenue Service		2/26/2021	2/26/2021	\$397.25			
					221.98	512221	Accrued SS, MC & FIT Payable	Social Security Tax
					51.92	512221	Accrued SS, MC & FIT Payable	Medicare Tax
					123.35	512221	Accrued SS, MC & FIT Payable	Federal Income Tax
	Vendor Total:				\$794.50			
PR020621-66	Public Employees Health Program		2/12/2021	2/12/2021	\$871.78			
					767.20	512224	Accrued Health Insurance Paya	PEHP Health Insurance
					10.65	512224	Accrued Health Insurance Paya	PEHP Vision
					72.00	512224	Accrued Health Insurance Paya	PEHP Dental
					21.93	512224	Accrued Health Insurance Paya	PEHP Life Insurance
PR022021-66	Public Employees Health Program		2/26/2021	2/26/2021	\$132.87			
					113.86	512224	Accrued Health Insurance Paya	PEHP Health Insurance
					1.15	512224	Accrued Health Insurance Paya	PEHP Vision
					5.18	512224	Accrued Health Insurance Paya	PEHP Dental
					12.68	512224	Accrued Health Insurance Paya	PEHP Life Insurance
	Vendor Total:				\$1,004.65			
592131	Revco Leasing	1060	2/10/2021	2/10/2021	\$151.20			
					151.20	516030	Office Supplies and Expenses	Printer Lease
502089	Ruesch & Reeve	1057	2/4/2021	2/4/2021	\$480.00			
					480.00	516045	Legal Fees	Dec10-Jan11 legal fees
122520-99	Scholzen Products Company, Inc.	1058	2/4/2021	2/4/2021	\$58.41			
					58.41	516050	System Maintenance and Repai	materials
6515714-00	Scholzen Products Company, Inc.		2/4/2021	2/4/2021	\$643.90			
					643.90	516051	System Equipment	Cactus Dr. Lot 7
6521803-00	Scholzen Products Company, Inc.		2/4/2021	2/4/2021	\$2,337.20			
					2,337.20	516050	System Maintenance and Repai	PO# Stock
6532267-00	Scholzen Products Company, Inc.	1058	2/4/2021	2/4/2021	\$695.21			
					695.21	516051	System Equipment	Elsie Christensen Connection
	Vendor Total:				\$3,734.72			
PR020621-67	Utah Retirement Systems		2/12/2021	2/12/2021	\$355.18			
					355.18	512223	Accrued State Retirement Paya	URS Retirement

Big Plains Water & Sewer Special Service District
Invoice Register - 2/1/2021 to 2/28/2021 - All Invoices

Item 1.

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
PR022021-67	Utah Retirement Systems		2/26/2021	2/26/2021	\$355.18			
					355.18	512223	Accrued State Retirement Paya	URS Retirement
	Vendor Total:				\$710.36			
02042021	Utah State Tax Commission	ACH	2/4/2021	2/4/2021	\$49.06			
					49.06	516013	Water Salaries and Wages	Late fee
PR020621-11	Utah State Tax Commission		2/12/2021	2/12/2021	\$76.76			
					76.76	512222	Accrued state WTH Payable	State Income Tax
PR022021-11	Utah State Tax Commission		2/26/2021	2/26/2021	\$76.76			
					76.76	512222	Accrued state WTH Payable	State Income Tax
	Vendor Total:				\$202.58			
	Total:				\$11,317.01			
					794.50	512221	GL Account Summary	
					153.52	512222	Accrued SS, MC & FIT Payable	
					710.36	512223	Accrued state WTH Payable	
					1,317.15	512224	Accrued State Retirement Paya	
					49.06	516013	Accrued Health Insurance Paya	
					31.50	516014	Water Salaries and Wages	
					151.20	516030	Water Benefits	
					3,500.00	516043	Office Supplies and Expenses	
					395.00	516044	Accounting & Audit Fees	
					480.00	516045	Water Testing	
					2,395.61	516050	Legal Fees	
					1,339.11	516051	System Maintenance and Repai	
					11,317.01		System Equipment	
							Total	
					\$11,317.01		GL Account Summary Total	

DRAFT
PRIVILEGED SETTLEMENT NEGOTIATIONS
NOT ADMISSABLE

CANAAN SPRINGS WATER RIGHTS AND DEVELOPMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made by and between **BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT, a Utah special service district (“SSD”), and KENSTAL, LLC (“KENSTAL”)** and or assigns (collectively “Parties”).

WHEREAS, the parties hereto, in an effort to resolve legal misunderstandings and disputes that have arisen between them, desire with this Agreement to resolve said issues; and

WHEREAS, KENSTAL owns or has a beneficial interest in certain water rights listed in Exhibit A (“Water Rights”) located within the service area of SSD and originating in the source area known as Canaan Springs (“Springs”); and

WHEREAS, SSD has recently acquired other water rights (“Canaan Springs Rights”) also originating in the Springs and has received federal funding to improve said Springs; and

WHEREAS, SSD desires to acquire title to Water Rights from KENSTAL in order to consolidate ownership and control of all water rights originating from the Springs; and,

WHEREAS, KENSTAL is willing to convey Water Rights to SSD together with Canaan Springs Water to hold as a “Water Bank” for present and future development of KENSTAL’s real property within SSD’s service area; and

WHEREAS, SSD desires to obtain additional federal financing to continue to improve said Springs and install infrastructure to bring Springs water into the SSD system; and

WHEREAS, KENSTAL desires to receive a proportionate share of any increase in the flow and capacity of Springs (formula to be determined) as partial consideration for KENSTAL’s conveyance of Water Rights; and

WHEREAS, PARTIES desire to determine the formula and criteria for receiving KENSTAL’s new water connections for development of all KENSTAL’s property based on Water Rights and Canaan Springs Water; and

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Water Bank.** KENSTAL agrees to convey to SSD the Water Rights by deed

attached as Exhibit A for the exclusive benefit of KENSTAL, subject to the terms and conditions contained herein below. KENSTAL warrants that KENSTAL has good title to the Water Rights listed in Exhibit A, and that the Water Rights are free and clear of any liens or other encumbrances, except as specifically noted herein.

2. Reciprocal Easements. KENSTAL shall convey to SSD the easement described in Exhibit B. SSD shall assign to KENSTAL, rights of access under the BLM/Wilderness Land Lease Agreement, attached as exhibit C.

3. Will Serve Letter. Upon receipt of the conveyance of the Water Rights, SSD shall issue a Will Serve Letter to KENSTAL committing to provide residential connections for KENSTAL's proposed new subdivisions. The number of ERC's or equivalent residential connections committed by the SSD shall be based on the SSD's policies and KENSTAL demonstrating compliance with conservation and usage requirements as published by SSD. These requirements provide for one ERC per acre lot to .5 ERC for smaller than 1 acre lots. See Exhibit D.

4. Canaan Springs Source Development. SSD shall continue to develop and improve additional Spring sites where mutual Water Rights exist. KENSTAL will release Water Rights from the water bank to the SSD. The Water Rights released to the SSD will be committed to Kenstal in the form of will serve letter, adding allocation of water to service KENSTAL's development projects. The will serve commitment will, as stated in paragraph 3 of this agreement, be subject to the range of one ERC per acre lot to .5 ERC for smaller lots by adherence to the SSD conservation policy.

5. Closing. On or before February 25, 2021 KENSTAL shall transfer title to Water rights listed in Exhibit A to SSD and SSD shall deliver the will serve letter to KENSTAL.

6. Springs Water Reservation. SSD shall reserve all the Canaan Springs water ("Springs Water") including Water Rights, and the rights acquired from Canaan Spring Water Company, for use within the SSD service area and make such Water Rights available to be used exclusively to KENSTAL's additional real property holdings.

7. Contingencies. In the event that SSD shall be purchased, acquired or taken over by Washington County Water Conservancy District, or any other person or entity, KENSTAL shall be treated as a secured creditor in the amount of the number of unallocated acre feet of Springs Rights times the greater of fair market value or \$10,000.00 per acre foot and shall have the right to require payment in full upon the closing of any such transaction. In the event of dissolution of SSD, any Water Rights unallocated at that time shall be distributed back to KENSTAL, together with an assignment of the BLM lease agreement that provides access to the physical Springs.

8. Settlement, Release and Indemnification. Each party waives, releases, relinquishes and indemnifies for any actual or potential right, claim or cause of action against the other party, including or not limited to, asserting a claim against any employees, officers and directors of the other party as otherwise provided for in this agreement or arising hereunder.

9. Dispute Resolution. Any dispute arising between the parties under this agreement shall be governed by the laws of the State of Utah. The parties hereto agree to submit any such dispute to mediation prior to any judicial proceedings being commenced. The prevailing party in any such dispute, whether by mediation or judicial decree, shall be entitled to recover attorneys' fees and cost incurred in the enforcement of the terms of this agreement.

The foregoing constitutes the entire agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed this _____ day of _____, 2021.

KENSTAL:

Kenstal LLC

By: _____ Date: _____
Kendra Webb Member Manager

SSD:

Big Plains Water and Sewer Special Service District

By: _____ Date: _____

Acknowledged and Agreed:

Town of Apple Valley

By: _____ Date: _____

EXHIBIT A

<u>Water Right #</u>	<u>Quantity (acre feet)</u>
81-1526	15.41
81-2850	7.99

After Recording Mail To:
 ROGER J. SANDERS, P. C.
 55 South 300 West, Suite 3
 Hurricane, Utah 84737

EXHIBIT B

WATER RIGHTS QUIT CLAIM DEED

FOR THE SUM of ten dollars (\$10.00) and other good and valuable consideration KENSTAL LLC., a Utah Limited Liability Company, GRANTOR, hereby Quitclaims all of Grantor's rights, title, and interest to Big Plains Water and Sewer Special Service District, Apple Valley, Utah the following described water rights in Washington County, State of Utah, to wit::

See Exhibit A

WITNESS the hand(s) of said grantor(s), this ____ day of January 2021.

KENSTAL LLC Utah Limited Liability Company

By: _____

Its:

State of Utah)

) ss

County of Washington)

On the ____ day of January, 2021, personally appeared before me _____, signer of the within instrument, who duly acknowledged to me that he/she executed the same, and that the within instrument was signed in behalf of said corporation.

 Notary Public.

