

Area: _____
Petitioner: _____
Development: _____
Previous Contract(s) Affected:

ASSIGNMENT

Not billed thru taxes

Security Required

ASSIGNMENT OF PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT

FOR THE ALLOTMENT OF WATER

This Assignment is between _____ (“Assignee”) and Weber Basin Water Conservancy District (herein “District”).

The following described lands have been allotted water by Petition and Order recorded as _____, Book _____, Page _____, records of ___ County, Utah. Such land has since the Petition and Order been transferred into new ownership by reason whereof the water now allotted thereto and the lien created thereby should be assigned to the Assignee (and Assignee agrees to the assumption of the rights and obligations hereunder). The undersigned, Secretary of Weber Basin Water Conservancy District, accordingly hereby applies to the Board of Directors of such District for such assignment.

Described Lands:

Land situated in <Choose County> County, Utah described as follows (the “Land” or the “Lands”):

Section _____, Township _____, Range _____, Acres

Serial Tax I.D. No.(s):

Parcel No.(s):

Description of Lands:

[Click here to enter text.](#)

1. APPROVAL BY DISTRICT. In the event that the District grants this assignment by executing the Order on Assignment of Petition, attached hereto, this instrument shall be a contract between the Assignee and the District (sometimes referred to herein as the "Assignment Contract"), which Assignment Contract shall be effective on the date upon which the District enters the Order on Assignment of Petition. (the "Land" or the "Lands")

2. SUCCESSION AND ASSIGNMENT. The Assignment Contract shall be binding upon and inure to the benefit of the parties named herein. Assignee may not assign the Assignment Contract or any of its rights, interests, or obligations thereunder without the prior written approval of the District. The assignment of the Petition shall relieve the original petitioner and any subsequent assignees (prior to Assignee) from all further obligations and liabilities under the Assignment Contract. After assignment, Assignee hereby assumes all of the original petitioners and subsequent assignees obligations under the Petition and Order and Assignment Contract(s) as identified herein and agrees to indemnify and hold harmless therefrom as to obligations occurring on and after the effective date hereof.

3. OBLIGATIONS AND PREVIOUS CONTRACTS. If approved by the District, this Assignment shall be granted under the same terms and conditions as in the Petition and Order for allotment of water and any updated terms and conditions identified in this Assignment or any other pertinent Assignment Contracts (which by reference are deemed incorporated herein), except that the water shall hereafter be allotted to the Assignee above described, and the lien created by such original petition and order is transferred to the Assignee.

4. NO THIRD-PARTY BENEFICIARIES. Nothing herein shall be interpreted or construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Petitioner and permitted assigns.

5. AMENDMENTS. This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Petitioner. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Assignee.

6. ADDITIONAL TERMS: The Petitioner and Order provides that the District is entitled to, as a condition to the continued receipt of water on the Lands) require any subsequent purchaser and/or owner of the Lands, or any portion of the Lands, to execute a new contract, assignment, and/or assumption agreement containing water purchase contract terms that are consistent with the then prevailing District policies and procedures. If any terms of this Assignment Contract are inconsistent with the terms of the original Petition and Order, the terms

of this Assignment Contract shall govern. Otherwise, all of the terms of the original Petition and Order that are not inconsistent with the terms of this Assignment Contract are hereby ratified and reaffirmed, and the parties agree that those terms of the original Petition and Order shall continue to govern (except as modified by this Assignment Contract).

SAMPLE ONLY (DO NOT USE)

IN WITNESS WHEREOF, the parties have caused this contract to be executed and signed the day and year first above written.

Assignees and Owners of Land Above Described:

Address: _____

Email Address: _____

STATE OF)
 : ss.
COUNTY OF)

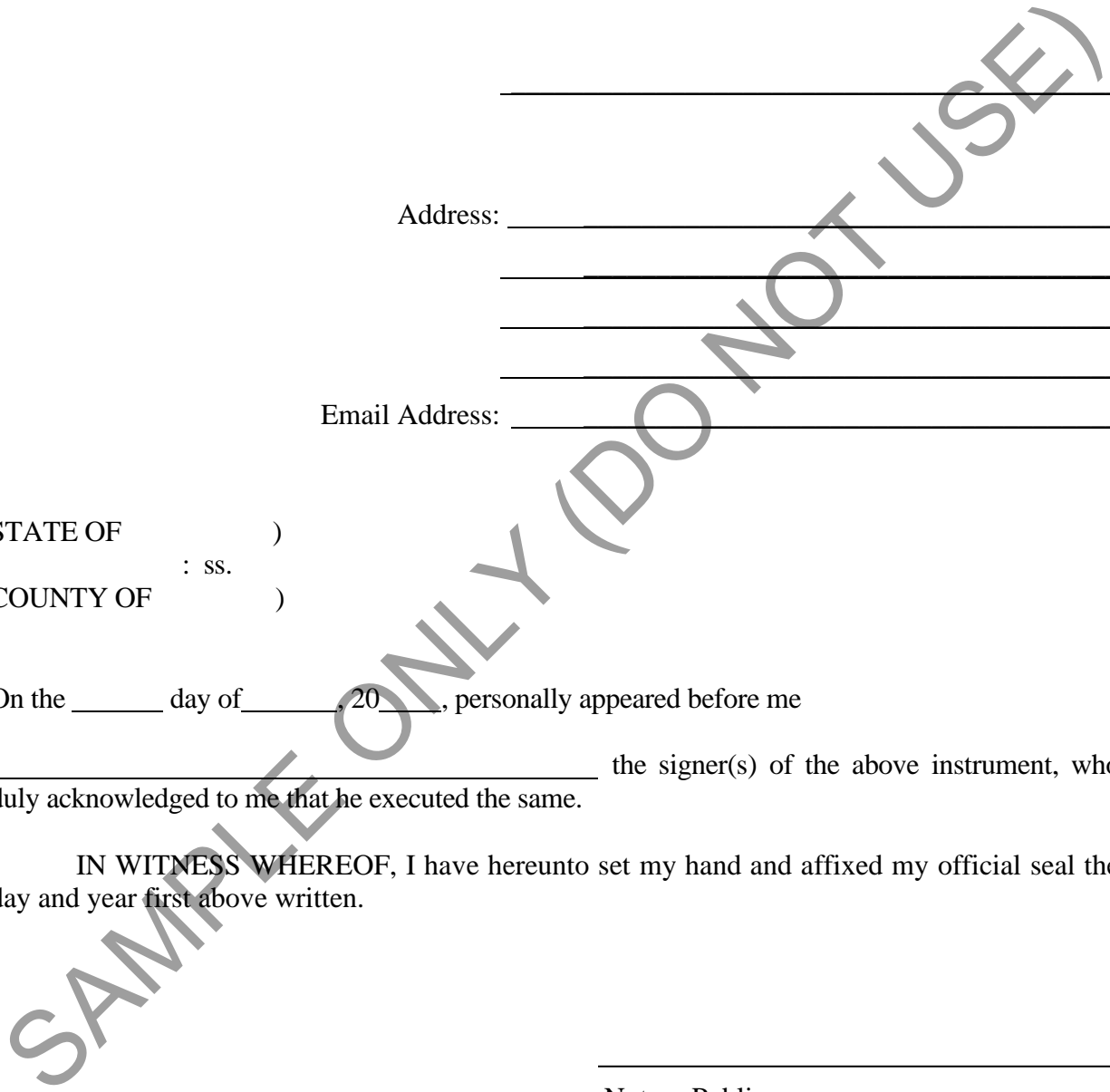
On the _____ day of _____, 20____, personally appeared before me

_____ the signer(s) of the above instrument, who
duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year first above written.

Notary Public

(SEAL)



ORDER ON ASSIGNMENT OF PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition granted and an allotment of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this ____ day of Choose Month, 20__.

WEBER BASIN WATER CONSERVANCY DISTRICT

BY _____
Dee Alan Waldron, President

ATTEST:

Tage I. Flint, Secretary

(SEAL)

SAMPLE ONLY (DO NOT USE)