

Star Valley Ranch Association Town of Star Valley Ranch

May 30, 2007

Offer

The Star Valley Ranch Association (Association) agrees to transfer and the Town of Star Valley Ranch (Town) agrees to accept the culinary water system assets in an “as is” / “where is” condition for \$1.00 as defined in this document.

Assets to be Transferred

The following described items are the assets of the Association and comprise the items to be transferred from the Association to the Town, to wit:

1. **Prater Canyon Springs Development:** Spring and water rights, storage tanks and transmission lines,
2. **Airport Well Number One:** Well and water rights, pump and associated apparatus,
3. **Existing Culinary Water Distribution:** All distribution piping, control valves, service connection and services.

Assets Transfer Description

See Exhibit A – Asset Transfer Description

ENTIRE AGREEMENT: The Parties warrant that no promise, inducement or agreement not expressed herein has been made to them in connection with this Agreement. This Agreement contains the entire agreement between the Parties and supersedes all previous agreements between the parties. All prior negotiations, and discussions are merged herein as expressed by the written terms set forth herein, and/or in any Exhibits identified and/or incorporated herein by reference. This Agreement may not be modified, changed or altered in any way except in a writing signed by the Parties or their authorized representatives,

which sets forth the change(s) to be made, and the intent of the Parties to modify or amend this Agreement.

PARTIAL INVALIDITY AND SEVERABILITY: If any provision of this Agreement, by way of this Instrument or otherwise, or the application thereof, shall for any reason and to any extent be found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement with all remaining clauses, directives, provisions, Parties, and circumstances, with any application thereof, shall continue in full force to the maximum extent permissible under applicable law.

SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the Parties, including their successors and assigns.

GOVERNING LAW, JURISDICTION AND VENUE: This instrument shall be governed by the laws of the State of Wyoming. The Parties submit to the sole jurisdiction and venue of the courts of the State of Wyoming to resolve any disputes arising under this Agreement.

BREACH: In the event that any Party shall breach any obligation hereunder, the Party in breach shall be liable to the other Party for all reasonable expenses, including attorneys' fees, incurred in the enforcement of the obligations created by this Agreement.

AUTHORITY TO SIGN: The Parties warrant and represent that the individuals whose signatures appear below have been duly authorized to enter into this Agreement on behalf of each Party for whom they sign.

COOPERATION OF PARTIES: The Parties agree to fully cooperate with one another through counsel or otherwise in the execution of this Agreement and in every other way necessary or proper to ensure that this Agreement is carried out in accordance with the terms set forth herein.

EFFECTIVE DATE: This Agreement shall be effective as of May 31, 2007 at 11:59 pm.

Dated this _____ day of May, 2007.

TOWN OF STAR VALLEY RANCH

STAR VALLEY RANCH ASSOCIATION

By: Boyd Siddoway, Mayor

By: Joe Angelovic, Chairman

Star Valley Ranch Water System Asset Transfer Description

EXHIBIT A

The following assets of the Star Valley Ranch Association (SVRA) water system to be conveyed to the Town of Star Valley Ranch (TOWN) along with all associated easements, rights-of-way, permits, water rights, and appurtenances. By acceptance of this conveyance, the Town of Star Valley Ranch also accepts the statutory obligations for domestic water service to those residents or property owners within the Town of Star Valley Ranch Boundaries as currently constituted; as well as those obligations for services as previously defined in the Final Settlement Agreement Between Star Valley Ranch Association and Leisure Valley, Inc. Dated August 10, 1998. (FINAL SETTLEMENT AGREEMENT).

The water system assets being conveyed are more particularly described to wit:

- 1) **Prater Canyon Springs** – Including but not limited to:
 - Prater Canyon Springs in their entirety.
 - Prater Canyon Transmission Lines (defined as the pipeline from the spring to the Prater Canyon tank and from the Prater Canyon Tank to the Distribution System.)
 - Prater Canyon Tank (175,000 gallon buried concrete reservoir) including overflow and drainage piping, inlet & outlet piping, and all other related appurtenances.
 - Prater Canyon Water Rights as summarized below.

Permit No.	Name	Priority	AMOUNT	NOTES
UW 13319	Prater Canyon #1	16 Apr 1971	300 gpm	Commercial / Public Utility
UW 82826	1 st Enlargement Prater Canyon #1	29 Jul 1985	600 gpm	Supply to 2052 lots, golf course, swimming pool, clubhouse
UW82827	2 nd Enlargement Prater Canyon #1	16 Jul 1987	900 gpm	Misc.
UW112130	3 rd Enlargement Prater Canyon #1	30 Sep 1998	0	Misc. –

- Associated rights-of-way, easements (written and prescriptive), access roadways, properties, permits, valves, meters, and all other related appurtenances and incidentals required for historical operation of the Prater Canyon Springs and Tank as a part of the Star Valley Ranch domestic water system.

2) **Airstrip Well No. 1** - Including but not limited to:

- The airstrip Well No. 1 facilities in their entirety.
- Airstrip Transmission Line (defined as the pipeline from the well to the Distribution System.)
- Airstrip Well No. 1 Water Rights as summarized below.

Permit No.	Name	Priority	AMOUNT	NOTES
UW 90328	Airstrip Well #1	30 Nov 1992	600 gpm	Residential
UW 112131	1 st Enlargement to Airstrip Well #1	30 Sep 1998	250 gpm	Misc.

- Associated rights-of-way, easements (written and prescriptive), access roadways, properties, permits, valves, meters, well house, disinfection system, well pump, electrical connections, and all other related appurtenances and incidentals required for historical operation of the Airstrip Well No.1 as a part of the Star Valley Ranch domestic water system.

3) **Culinary Water Distribution System:** The Star Valley Ranch culinary water distribution system in its entirety, further defined as all water piping in place as utilized to deliver domestic water to any and all Star Valley Ranch water users in place at the time of this agreement. This also includes that piping required to serve those water users outside the Star Valley Ranch boundaries as defined by the above referenced Final Settlement Agreement.

Also included are all associated rights-of-way, easements (written and prescriptive), access roadways, properties, permits, valves, service connections and meters, control valves, manholes, fittings, and all other related appurtenances and incidentals required for historical operation of the Star Valley Ranch domestic water distribution system.