

When Recorded Mail to:
STRAWBERRY WATER USERS ASSOCIATION
P.O. BOX 70
PAYSON, UTAH 84651

Water Serial #: 2101.000 and 2101.001

Parcel #:



ENT 107584:2010 PG 1 of 6
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Dec 09 12:45 pm FEE 0.00 BY SW
RECORDED FOR SPANISH FORK CITY CORPORATI

**VOTING RIGHTS AND WATER DEDICATION AGREEMENT
REGARDING
STRAWBERRY WATER USERS ASSOCIATION SHARES**

AGREEMENT PURPOSES

Landowner SF West Land, LLC, with an address of P.O. Box 746, Spanish Fork, Utah 84660 represents and warrants that Landowner holds all right, title and interest in and to the land described as Spanish Trails Subdivision, Plat B, Lots 32 and 33, located in Utah County, Utah ("Subject Land") and that no other person or entity claims any right, title or interest in or to the Subject Land. Landowner represents and warrants that appurtenant to the Subject Land are 17.20 shares of Strawberry Water Users Association (SWUA) Class S stock, Water Serial Number 2101.000 and 1.93 shares of SWUA Class S stock, Water Serial Number 2101.001 ("Subject SWUA Shares"), located in the Westfields Irrigation Company delivery area, and that the Subject SWUA Shares are in good standing. Landowner represents and warrants that Landowner holds all right, title and interest in and to the Subject SWUA Shares, and that no other person or entity claims any right, title or interest in or to the Subject SWUA Shares. Landowner warrants and represents that the described SWUA shares entitle Landowner to use Strawberry Valley Project (SVP) water for the Subject Land, in a manner consistent with SWUA Articles of Incorporation, SWUA Bylaws, applicable SWUA and canal company contracts and policies, applicable contracts with the United States and applicable state and federal law. As described in this Agreement, SWUA has agreed to act reasonably to cooperate with the performance of this Agreement.

AGREEMENT TERMS

In consideration of the mutual covenants contained in the Agreement, the parties agree as follows:

1. **SWUA Shares to Remain Appurtenant to Subject Land.** Except as expressly described in this Agreement, the Subject SWUA Shares will perpetually remain appurtenant to the Subject Land for the benefit of the future owners and users of the Subject Land. Landowner understands that prior to this Agreement, and under the terms of the SWUA Articles of Incorporation, Landowner had the right to seek the consent of SWUA, the canal company that delivers the SVP water available to the Subject SWUA Shares, and the United States, for a transfer of the Subject SWUA Shares to other lands. Landowner hereby waives and forsakes in perpetuity any such right to transfer the Subject SWUA Shares. If, because of redevelopment or because of changes in landscaping, etc., some or all of the SVP water available to the Subject SWUA Shares is no longer reasonably necessary for the

Subject Land, Spanish Fork City shall have any and all rights of Landowner to seek any necessary approvals to transfer some or all of the Subject SWUA Shares to other lands served by the City, as reasonably determined by Spanish Fork City, without further approval of, or compensation to, Landowner. Spanish Fork City shall have any and all rights of Landowner to seek any necessary approvals to use the SVP water available to the Subject SWUA Shares for indoor uses on the Subject Lands described, without further approval of, or compensation provided to, Landowner. Spanish Fork City shall have any and all rights of Landowner to seek any necessary approvals to use water from sources other than the SVP to provide for the needs of owners and users of the Subject Land, and use the SVP water available to the Subject SWUA Shares for other purposes by exchange, without further approval of, or compensation to, Landowner.

2. **Perpetual Right to Vote SWUA Shares.** Landowner perpetually grants to Spanish Fork City any and all of Landowner's rights to vote the Subject SWUA Shares on all matters that come before SWUA Class S shareholders for vote.

3. **Perpetual Right to Receive and Pay Assessments, Receive Notice, Deliver Water, and Charge Usual City Rates.** Landowner perpetually grants to Spanish Fork City any and all of Landowner's rights to receive and pay all SWUA, canal company, and other assessments or charges relating to the water available under the Subject SWUA Shares. Landowner perpetually grants to Spanish Fork City any and all of Landowner's rights to receive notice relating to the Subject SWUA Shares or the water available under the Subject SWUA Shares. Landowner perpetually grants to Spanish Fork City any and all of Landowner's rights to receive delivery of the SVP water available to the Subject SWUA Shares from SWUA and the applicable canal company, and provide for delivery of such water to the users and owners of the Subject Land. Landowner agrees Spanish Fork City may charge rates determined by the City to be fair and reasonable, not to exceed generally prevailing rates charged by Spanish Fork City for providing water from other sources to Spanish Fork City residents for the same uses and in the same quantities.

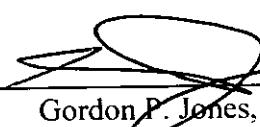
4. **Warranty of Exclusive Title to Subject Land and Subject SWUA Shares, Warranty of Right to Use of SVP Water, and Indemnity.** Landowner represents and warrants that Landowner holds all right, title and interest in and to the Subject Land, and that no other person or entity claims any right, title or interest in or to the Subject Land. Landowner represents and warrants the Subject SWUA shares are appurtenant to the Subject Land, that Landowner holds all right, title and interest in and to the Subject SWUA Shares, and that no other person or entity claims any right, title or interest in or to the Subject SWUA Shares. Landowner warrants and represents that the Subject SWUA Shares entitle Landowner to use SVP water for the Subject Land, in a manner consistent with SWUA Articles of Incorporation and Bylaws, applicable SWUA and canal company contracts, applicable contracts with the United States and applicable state and federal law. These warranties are made for the purpose of inducing Spanish Fork City and SWUA to execute this Agreement. Landowner agrees to indemnify, defend and hold Spanish Fork City and its elected officials, officers, employees and contractors, as well as SWUA and its directors, officers, employees and contractors, harmless to the fullest extent allowed by law, from any and all claims, whether meritorious or not, liabilities, or costs, of whatsoever kind or nature, incurred in whole or in part as the result of this Agreement, performance of or cooperation with the performance of this Agreement by SWUA or

Spanish Fork City, any claims of others to title in the Subject Land or Subject SWUA Shares, including any and all reasonable attorney fees and engineering fees.

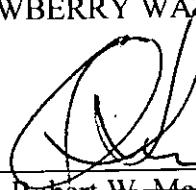
5. **Agreement to Run With Subject Land, Binding on Successors and Assigns.** All agreements and warranties of Landowner contained in this Agreement shall be binding upon Landowner's successors in interest, and shall run with the Subject Land. However, such agreements and warranties shall not run with those portions of the Subject Land that have been dedicated to public uses for streets, parks, utility easements, etc. To the extent the Subject Land is subdivided, the owners of each parcel shall be proportionately responsible for the agreements and warranties of Landowner contained in this Agreement.

6. **SWUA Cooperation With This Agreement.** Landowner and Spanish Fork City have asked for SWUA's recognition of, and cooperation with, this Agreement. The SWUA Board of Directors believes that cooperation with SWUA shareholders, the canal companies, and the cities that encompass or will encompass SVP lands, in their coordinated efforts to allow SWUA shareholders use of SVP water for development, in a manner consistent with the SWUA Articles of Incorporation and Bylaws, applicable United States contracts, applicable SWUA and canal company contracts, and applicable state and federal law, is in the best interests of SWUA and all of its shareholders. The SWUA Board of Directors believes, but does not warrant, that this Agreement is consistent with the SWUA Articles of Incorporation and Bylaws, applicable United States contracts, applicable SWUA and canal company contracts, and applicable state and federal law. Subject to the order of a court of competent jurisdiction to the contrary, and without warranty by SWUA, SWUA will take all reasonable and necessary actions to cooperate with Spanish Fork City's exercise of the rights granted to Spanish Fork City under the terms of this Agreement. This agreement to cooperate does not obligate SWUA to incur litigation costs, attorney fees or extraordinary expense.

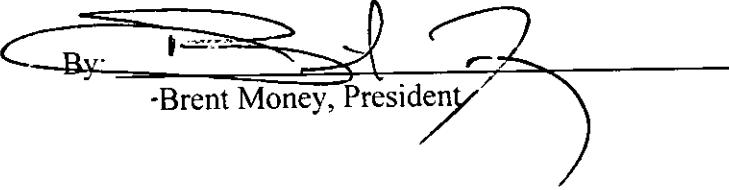
SF WEST LAND, LLC:

By:  Manager
Gordon P. Jones, Manager

STRAWBERRY WATER USERS ASSOCIATION

By:  Robert W. McMullin, President
Quinton Francom, Vice President

SPANISH FORK WESTFIELD IRRIGATION
COMPANY

By: 

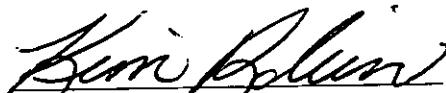
-Brent Money, President

SPANISH FORK CITY CORPORATION

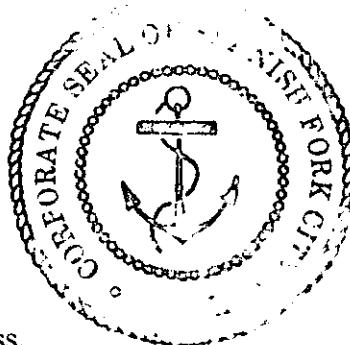
By: 

Joe L. Thomas, Mayor

Attest and Countersign:



Kimberly Robinson, Recorder

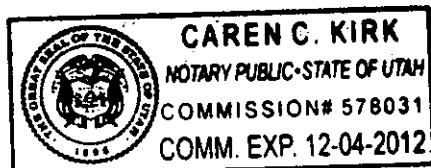


STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On the 18 day of Nov, 2010, personally appeared before me, Robert W. McMullin, President of Strawberry Water Users Association, and acknowledged that he has been duly authorized to execute the foregoing Voting Rights and Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of Strawberry Water Users Association, and that he executed the same on behalf of Strawberry Water Users Association.



NOTARY PUBLIC

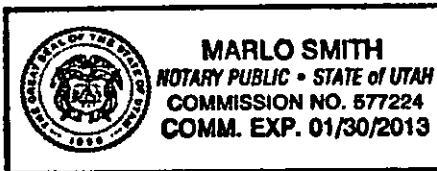
STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On the 27th day of Sept, 2009, personally appeared before me, Brent Money, President of Spanish Fork Westfield Irrigation Company, and acknowledged that he has been duly authorized to execute the foregoing Voting Rights and Water Dedication Agreement Regarding

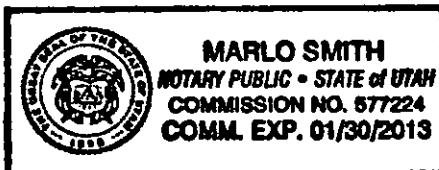
Strawberry Water Users Association Shares on behalf of Spanish Fork Westfield Irrigation Company.



Marlo Smith
NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

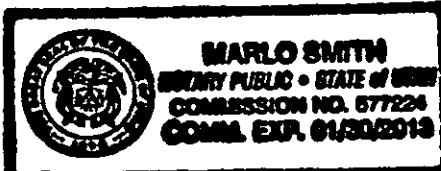
On the 28th day of April, 2009, personally appeared before me, Joe L Thomas, Mayor of Spanish Fork City, and acknowledged that he has been duly authorized to execute the foregoing Voting Rights and Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of Spanish Fork City, and that he executed the same on behalf of Spanish Fork City.



Marlo Smith
NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On the 28th day of April, 2009, personally appeared before Gordon P. Jones the manager of SF West Land, LLC, Landowner(s) in the foregoing Agreement, and having been duly sworn, acknowledges that he has been duly authorized to execute foregoing Voting Rights and Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of SF West Land, LLC and that he executed the same for the purposes stated therein.



Marlo Smith
NOTARY PUBLIC

EXHIBIT A

Commencing 20.00 chains North and 6.47 chains East of the Southwest corner of the Southeast quarter of Section 24, Tp. 8 South, Range 2 East of the Salt Lake Meridian; thence South 15' East 8.35 chains; thence South 55 deg. 30' East 3.00 chains; thence North 75 deg. 45' East 10.15 chains; thence North 15' East 8.82 chains thence North 89½ deg. West 10.95 chains; thence South 65 deg. West 1.50 chains; thence South 15' East 1.10 chains to the place of beginning.

Area 12.75 Acres.