

- 19-023-ALL
- 19-024- ALL
- 19-025- ALL
- 19-026- ALL
- 19-039- ALL
- 19-040- ALL
- 19-041- ALL

AGREEMENT

This Agreement entered into this 13 day of August 1987, by and between the State of Utah, acting through the BOARD OF WATER RESOURCES, sometimes referred to herein as the STATE, and the WEBER-BOX ELDER CONSERVATION DISTRICT, a corporation, organized under the Laws of the State of Utah, Party, sometimes referred to herein as the DISTRICT:

WITNESSETH

THAT WHEREAS, the Utah Legislature has authorized the BOARD OF WATER RESOURCES, under Title 73-10 Utah Code Annotated, to enter into contracts for the construction of water conservation projects which, in the opinion of the Board, will best conserve and utilize the water resources of the State of Utah; and

WHEREAS, the STATE desires to promote a water conservation project, estimated to cost \$1,567,000.00, and to provide 95% of the project cost from the Conservation and Development Fund for construction of a secondary irrigation system in the Farr West area, hereinafter referred to as the PROJECT and located in Sections 23, 24, 26, 27, 28, 35, and 36, T7N, R2W, Sections 17 and 28, T7N, R1W, Sections 1 and 2, T6N, R2W, and Section 6, T6N, R1W, SLB&M in Weber County, Utah; and

WHEREAS, it is the desire of the DISTRICT to enter into a contract with the STATE, for a consideration to be hereinafter provided, and to use the water developed by the PROJECT, and as the DISTRICT has the available manpower and facilities necessary to construct the PROJECT, and is ready, willing, and able to enter into a contract for such purpose;

NOW THEREFORE, the Parties hereto enter into this agreement and make the following assignments:

1. The DISTRICT hereby agrees to convey, grant, and warrant to the STATE, title, in fee simple as required, to the real estate upon which the structures are to be constructed; and further agrees to convey, grant, and warrant to the STATE, title to such easements and rights-of-way as shall be necessary to enable the STATE to construct, maintain, and operate the PROJECT; and further agrees to grant and convey to the STATE an easement to use any and all of the DISTRICT'S water distribution facilities in Sections 23, 24, 26, 27, 28, 35, and 36, T7N, R2W, Sections 17 and 28, T7N, R1W, Sections 1 and 2, T6N, R2W, and Section 6, T6N, R1W, SLB&M.

5-001-0001 TO 0005  
 5-001-0006 TO 0010  
 5-001-0011 TO 0015  
 5-001-0016 TO 0020  
 5-001-0021 TO 0025  
 5-001-0026 TO 0030  
 5-001-0031 TO 0035  
 5-001-0036 TO 0040  
 5-001-0041 TO 0045  
 5-001-0046 TO 0050  
 5-001-0051 TO 0055  
 5-001-0056 TO 0060  
 5-001-0061 TO 0065  
 5-001-0066 TO 0070  
 5-001-0071 TO 0075  
 5-001-0076 TO 0080  
 5-001-0081 TO 0085  
 5-001-0086 TO 0090  
 5-001-0091 TO 0095  
 5-001-0096 TO 0100

19-019-ALL  
 19-020-ALL  
 19-021-ALL  
 19-022-ALL

15-003-0001 TO 0014, 0016 TO 0027  
 15-003-0031 TO 0044, 0046 TO 0062  
 15-004-0001 TO 0015, 0017 TO 0026, 0028  
 15-004-0030 TO 0035, 0038, 0040 TO 0042  
 15-004-0044 TO 0048, 0050 TO 0059, 0062, 0064, 0071 TO 0078, 0080 TO 0086  
 15-004-0060, 15-005-0001 TO 0021, 0023 TO 0033, 0036, 0038, 0040 TO 0048  
 15-005-0050 TO 0058, 0060 TO 0082, 0084 TO 0088, 0090 TO 0097

E# 1406842 BK 1806 PG 2917  
 DOUG CROFTS, WEBER COUNTY RECORDER  
 17-MAY-96 9:44 AM FEE \$.00 DEP PL  
 REC FOR: STATE OF UTAH WATER RESOURCES

- 19-011- ALL
- 19-012- ALL
- 19-013- ALL
- 19-014- ALL
- 19-015- ALL
- 19-017- ALL
- 19-018- ALL

2. The DISTRICT hereby agrees to convey, assign, and warrant to the STATE, all right, title, and interest which it has or may have, to the right to the use of the water which shall be developed or conveyed through the use of the PROJECT, and particularly 150 shares of capital stock in the North Ogden Irrigation Company, 250 shares of Pineview Reservoir Water, and all Western Irrigation Company stock obtained by the DISTRICT for the PROJECT.

3. The DISTRICT recognizes as valid the conveyance of easements and rights-of-way executed by various owners of the land to the STATE, and agrees that all performance by the DISTRICT under this contract shall be subservient to, and in recognition of, the aforesaid rights of the STATE in and to the aforesaid easements and rights-of-way.

4. The DISTRICT agrees to supply the necessary manpower and facilities and agrees to complete the construction of the PROJECT regardless of unforeseen contingencies, in accordance with plans, specifications, and work items, a copy of which is hereby incorporated by reference and made a part hereof.

5. The STATE agrees to pay to the DISTRICT Ninety-Five Percent (95%) of the total cost of constructing the PROJECT, but in no event shall the amount paid by the STATE exceed One Million Four Hundred Eighty-Seven Thousand Dollars (\$1,487,000.00), and the DISTRICT agrees to pay all costs in excess of the amount paid by the STATE.

6. All payments made by the STATE to the DISTRICT under this agreement shall be made payable to WEBER-BOX ELDER CONSERVATION DISTRICT and mailed to Ralph W. Bird, General Manager, 471 West 2nd Street, Ogden, Utah 84404, Phone: 621-6555, or such person as may hereafter be designated by the DISTRICT. The DISTRICT shall, during the construction period under this agreement, establish in a bank of its choice, a special checking account for the PROJECT, and all monies from any source to be used for payment of obligations towards the construction work shall be deposited in this special account and disbursed by check to meet the obligations of the PROJECT construction. All items of labor and equipment shall be fully accounted for, and once each month the DISTRICT shall send to the DIVISION OF WATER RESOURCES a photocopy of each check issued from the said special account during the month. A copy of each Bank statement shall also be provided to the DIVISION OF WATER RESOURCES.

7. It is further agreed that payment of the STATE'S share of the construction costs shall be made periodically to the DISTRICT upon the presentation by the DISTRICT to the STATE of a certified statement of the payment requirement which shall be in the nature of a partial estimate of the work completed to date by the DISTRICT on each work item. The DISTRICT shall withhold Ten Percent (10%) of each payment to the construction contractor until Fifty Percent (50%) of the work has been completed, at which time the remaining partial payments may be made in full, if the work is progressing satisfactorily. Also, whenever the work is substantially complete, the amount withheld may be further reduced. The amounts withheld as set forth hereinabove shall be deposited by the DISTRICT in a separate interest-bearing account, with the interest accruing to the benefit of the contractors and subcontractors on a pro rata basis according to the work performed by each.

19-093-0001 TO 0008  
19-091-0001 TO 0010  
19-087-0001 TO 0011  
19-090-0001 TO 0015 - 2 -

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19-068-0001 TO 0004

19-088-0001 TO 0011  
19-097-0001 TO 0006  
19-081-0001 TO 0004

19-077-0001 TO 0008  
19-100-0001 TO 0002

19-042-7-  
19-101-0001 TO 0015  
19-106-0001 TO 0012  
19-094-0001 TO 0010

19-056-0006  
 24-064-0001 TO 0004  
 19-085-0001 TO 0003  
 24-043-0007

The withholdings and the interest earned thereon shall become due and payable to the said contractors and subcontractors upon satisfactory completion of the construction work under this agreement, or sub-agreements, and upon final inspection and acceptance of the work by an engineer designated by the STATE.

8. It is further agreed that the DISTRICT shall complete the construction of the PROJECT on or before March 1, 1988, and that title to the entire PROJECT, including all appurtenant facilities and water rights, shall immediately vest in the STATE.

9. The STATE agrees to sell, and the DISTRICT agrees to purchase, the land, easements, rights-of-way, water rights, the constructed works, and all appurtenant facilities acquired by the STATE in this agreement and Assignments at a total purchase price defined to be the combined total of all funds paid by the STATE for the design and the construction of the PROJECT, but not to exceed One Million Four Hundred Eighty-Seven Thousand Dollars (\$1,487,000.00), plus all expense incurred by the STATE for the investigation, engineering, and inspection of the PROJECT, plus interest on this total amount at the rate of Five Percent (5%). Interest shall accrue on the outstanding balance from the date of the first progress payment by the STATE. The actual cost of investigation, engineering, and inspection shall be determined by the STATE upon completion of the PROJECT.

10. The purchase price as defined above shall be payable over a period of time not to exceed Thirty (30) years, in annual installments commencing on March 1, 1989, and due and payable on the same date each and every year thereafter until paid in full. Annual installments shall be in the amounts specified as follows:

19-059-0001 TO 0006  
 19-060-0001 TO 0004  
 19-064-0001 TO 0014  
 19-065-0001 TO 0014

Years	Payment to Board
1-5	\$ 56,000
6-10	81,000
11-15	102,000
16-20	123,000
21-25	144,000
26-30	163,000 approx. (Amortize)

Any interest, penalties, or principal not covered by said payments through year 25 will be carried over and added to the unpaid balance. The balance of the purchase price shall then be amortized over the remaining Five (5) years of the purchase period commencing with the March 1, 2014 payment. Said sums shall be payable at the office of the DIVISION OF WATER RESOURCES, and shall be applied first against the indebtedness incurred by the STATE for investigation, engineering, and inspection until fully paid, and then to interest and penalties and principal. Delinquent payments shall bear interest at a rate of Eighteen Percent (18%) per annum.

11. During the purchase period, the DISTRICT may not change or expand the use of any PROJECT water or facilities from irrigation to hydroelectric power generation without the written consent of the Board of Water Resources. The DISTRICT agrees that such consent may be conditional upon an amendment to this agreement to reflect a higher interest rate and/or a shorter repayment period for the outstanding balance due the STATE under this agreement. The terms of the amendment shall be negotiable between the Parties hereto.

19-059-0001 TO 0006, 0008 TO 0018  
 19-060-0001 TO 0004, 0006 TO 0005, 0010 TO 0016, 0023 TO 0033  
 19-064-0001 TO 0014  
 19-065-0001 TO 0014  
 24-053-0001  
 24-053-0042  
 24-053-0033  
 24-053-0038, 0039

19-080-0001, 0002  
 19-066-0001 TO 0019  
 19-071-0001 TO 0010

19-072-0001 TO 0011  
 19-073-0001 TO 0008  
 19-074-0001 TO 0008  
 19-084-0001 TO 0009  
 19-086-0002, 0003, 0005 TO 0010  
 19-103-0001 TO 0002  
 19-105-0001 TO 0002

19-035-0030 TO 0035  
 16-030-0033  
 17-065-0012  
 19-016-0042, 0005

12. During the period of such purchase under this contract, provided the DISTRICT is not delinquent in any manner, the DISTRICT shall have and is hereby given the right to use the STATE'S water rights, and all facilities constructed thereunder. During the life of this agreement, the DISTRICT agrees to assume, at the DISTRICT'S expense, the full and complete obligation of maintaining the constructed works, and other facilities, and of protecting all water rights, easements, and rights-of-way from forfeiture, including the payment of any fees or assessments for said water rights, easements or rights-of-way.

13. In order to secure the payment of the aforesaid purchase price, it is hereby expressly agreed that the STATE may require the DISTRICT to assess all outstanding shares of its stock for the full amount of any delinquencies in the aforesaid purchase installments. It is further agreed by the DISTRICT that it will not incur any mortgages or encumbrances, other than those already acquired by it, on any of its property, real or personal, without first securing the written consent of the STATE.

14. The DISTRICT hereby warrants the STATE that the construction of the PROJECT will not interfere with existing water rights. If the PROJECT herein described shall give rise to a claim, or cause of action to any holder of any water rights because of the interference with such rights by the operation of the PROJECT, then the DISTRICT hereby agrees to indemnify the STATE to the extent of such claim or cause of action.

15. In constructing or causing the PROJECT to be constructed, the DISTRICT shall comply with the provisions of the Utah Anti-Discrimination Act of 1965 and hereby agrees as follows:

(a) The DISTRICT will not discriminate against any employee or applicant for employment because of race, color, sex, religion, ancestry, or national origin.

(b) In all solicitations or advertisements for employees, the DISTRICT will state that all qualified applicants will receive consideration without regard to race, color, sex, religion, ancestry or national origin.

(c) The DISTRICT will send to each labor union or workers representative notices to be provided, stating the DISTRICT'S responsibilities under the statute.

(d) The DISTRICT will furnish such information and reports as requested by the Anti-Discrimination Division for the purpose of determining compliance with the statute.

(e) Failure of the DISTRICT to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of this contract and it shall be cancelled, terminated or suspended in whole or in part.

16-061-0001 TO 0003, 0005 TO 0008

16-080-0001 TO 0002

16-105-0001 TO 0006

11-017-ALL

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11-020-ALL

11-021-ALL

11-022-ALL

11-227-0001, 0002, 0010

17-002-0001 TO 0004, 0006, 0008, 0009 TO 0013, 0017

17-003-0001 TO 0012

17-004-0001 TO 0014

17-005-0004, 0005, 0008 TO 0011, 0014

17-006-0001 TO 0019

17-007-0001 TO 0015, 0017 TO 0021

17-008-0001 TO 0012

16-005-ALL  
16-010-0001 TO 0007  
16-011-0001 TO 0012  
16-058-0001 TO 0006, 0008 TO 0011  
16-060-0001 TO 0012

11-158-0001 TO 0008  
11-164-0001 TO 0013  
11-165-0001 TO 0014  
11-219-0001 TO 0005

17-174-0001 TO 0006 16-131-0001 TO 0006  
17-192-0001 TO 0005 16-132-0001 TO 0014  
17-202-0001, 0002  
17-203-0001 TO 0009

(f) The DISTRICT will include the provisions of Items (a) through (e) in every subcontract or purchase order (unless exempted under the statute or rules and regulations) so that such provisions will be binding upon such subcontractor or vendor.

16. If either party to the contract violates any of the conditions or covenants made herein, the other may give written notice of such breach or failure, and if the same shall not be cured within Ninety (90) days after such notice, the other may declare the contract forfeited and may proceed to its remedies at law for such breach.

17. The DISTRICT hereby agrees to indemnify and save harmless the STATE and its officers, agents, and employees from any and all liability in connection with this agreement, including any and all claims for injury or death of persons or animals, or for any property loss or damage that may arise from the construction, maintenance, or operation of the PROJECT.

18. After the DISTRICT shall have paid in full the purchase price, as defined above, the STATE shall execute such deeds and bills of sale as will be necessary to re-vest the same title to the aforesaid property and water rights in the DISTRICT.

19. This agreement, or any part thereof, or the benefits to be received under this agreement, may not be the subject or any assignment to any person, firm, or corporation, by the said DISTRICT, without first having secured the written consent of the STATE to any such proposed assignment or disposition of this agreement.

20. No covenant or condition of this contract can be waived except by the written consent of the STATE. Forbearance or indulgence by the STATE in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the DISTRICT, and until complete performance by the DISTRICT of said covenant or condition, the STATE shall be entitled to invoke any remedy available to the STATE under this contract or by law or in equity despite said forbearance or indulgence. Receipt by the STATE of a partial payment of any installment due hereunder shall be deemed to be part payment only and notwithstanding any endorsement, the STATE may accept said payment without prejudice to its right to recover the balance.

21. This agreement shall not become binding upon the STATE until it has been signed by all persons and agencies required by law, and the STATE shall not become liable to the DISTRICT for any commitments made by the DISTRICT until this agreement has been fully executed.

17-009-0001 TO 0006  
17-010-0001 TO 0006  
17-011-0001 TO 0002  
17-012-0001 TO 0001

17-098-0001 TO 0012  
17-101-0001 TO 0011  
17-111-0001 TO 0019  
17-112-0001 TO 0014  
17-113-0001 TO 0009

\* 17-013-0001 TO 0028  
\* 17-014-0001 TO 0024  
\* 17-015-0001 TO 0024  
\* 17-016-0001 TO 0012  
\* 17-017-0001, 0002  
\* 17-020-0012 TO 0020, 0029  
\* 17-020-0001, 0003 TO 0008  
\* 17-020-0010, 0011, 0021 TO 0023  
\* 17-020-0028, 0038, 0039, 0040, 0041, 0042, 0043  
\* 17-021-0001 TO 0011  
\* 17-022-0001 TO 0012, 0014, 0015  
\* 17-023-0001 TO 0003, 0015  
\* 17-019-0002, 0005 TO 0008  
\* 17-019-0010 TO 0016, 0003  
\* 17-019-0017 TO 0022  
\* 17-020-0032, 0036  
\* 17-074-0023, 0046, 0038  
\* 17-074-0016, 0042  
\* 17-018-0020  
\* 17-072-0001 TO 0009  
\* 17-074-0001 TO

17-134-0001 TO 0014  
17-149-0001 TO 0006  
17-166-0001 TO 0028  
17-167-0001, 0002  
17-115-0001 TO 0014  
17-116-0001 TO 0012, 0014  
17-118-0001 TO 0011  
17-119-0001 TO 0012

17-024-0001 TO 0013  
17-025-0001 TO 0014  
17-026-0001 TO 0017, 0019  
17-027-0001 TO 0007  
17-028-0001 TO 0016  
17-029-0001 TO 0021  
16-063-0001 TO 0004  
17-030-0001 TO 0015  
17-031-0001 TO 0018  
17-032-0001 TO 0023  
17-033-0001 TO 0009  
17-034-0001 TO 0029  
17-035-0001 TO 0018  
17-036-0001 TO 0012  
16-056-0011 TO 0017

# 1406842 BK1806 PG2921

IN WITNESS WHEREOF, the State of Utah, acting through the BOARD OF WATER RESOURCES, has caused these presents to be signed by the Chairman and Director of the said BOARD OF WATER RESOURCES by authority of a resolution of said Board; and the WEBER-BOX ELDER CONSERVATION DISTRICT, has caused these presents to be signed and executed on its behalf by Leslie E. Randall, its President, and Lee Ann Fuller, its Secretary, by authority of a resolution of its Board of Directors at a meeting held July 21, 1987.

WEBER-BOX ELDER CONSERVATION DISTRICT

Leslie E. Randall  
President

Lee Ann Fuller  
Secretary

87-6122964  
Employer Identification No.

BOARD OF WATER RESOURCES

Wayne M. Winegar  
Chairman

D. Larry Anderson  
Director

AVAILABILITY OF FUNDS:

[Signature]  
Division Budget/Accounting

APPROVED: DEPARTMENT OF FINANCE

[Signature]  
for Director of Finance

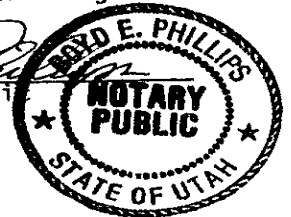
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STATE OF UTAH }  
County of Salt Lake }ss

On the 7th day of AUGUST, 1987, personally appeared before me Wayne M. Winegar and D. Larry Anderson, who being duly sworn did say that they are respectively the Chairman and Director of the BOARD OF WATER RESOURCES, and that they signed the foregoing instrument in behalf of the said BOARD by authority of a resolution of said BOARD, and they also acknowledged to me that the said BOARD executed the same.

My Commission Expires: May 19, 1988

[Signature]  
Notary Public



STATE OF UTAH }  
County of Weber }ss

On the 13th day of August, 1987, personally appeared before me Leslie E. Randall and Lee Ann Fuller, who being duly sworn did say that they are respectively the President and Secretary of the WEBER-BOX ELDER CONSERVATION DISTRICT and that they signed the foregoing instrument in behalf of said Corporation by authority of a resolution of its Stockholders, and they also acknowledged to me that said Corporation executed the same.

My Commission Expires: 6-16-91

[Signature]  
Notary Public



CERTIFICATION AND ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss  
County of WEBER )

Comes now Lee Ann Fuller, who being first duly sworn upon oath deposes and says: That she is the duly qualified Secretary of the WEBER-BOX ELDER CONSERVATION DISTRICT, a district organized under the laws of the State of Utah; that on the 21 st day of July, 1987, a meeting of the BOARD OF DIRECTORS of the aforesaid district was held at Ogden, Utah, which meeting was held in the manner required by law and after due notice had been given to the aforesaid BOARD OF DIRECTORS in the manner prescribed by law; that at such meeting a quorum of the Board was present to legally authorize the aforesaid Board to transact the business for which the aforesaid meeting was held; and that at said meeting the following resolution was made, seconded, and passed by a legal majority of the Board.

RESOLUTION

IT IS HEREBY RESOLVED that LESLIE E. RANDALL, President, and Lee Ann Fuller, Secretary, acting on behalf of the WEBER-BOX ELDER CONSERVATION DISTRICT are hereby authorized to enter into a contract with the State of Utah, acting through the Board of Water Resources, for the construction of a water conservation project consisting of INSTALLATION OF ABOUT 15 MILES OF PVC PIPE FOR A SECONDARY WATER IRRIGATION SYSTEM FOR PARTS OF THE COMMUNITIES OF PLAIN CITY, FARR WEST, AND HARRISVILLE, CONSTRUCTION OF A PUMP STATION, UPGRADING AN EXISTING PUMP STATION, AND CONSTRUCTION OF A CONCRETE-LINED RESERVOIR IN WEBER COUNTY, and

FURTHER, that the total estimated cost of completing the project will be \$1,567,000.00, of which amount the Board of Water Resources will pay 95 per cent of the cost of construction but not to exceed \$1,487,000.00 and all additional costs to complete the project will be paid by the WEBER-BOX ELDER CONSERVATION DISTRICT, and

FURTHER, that this corporation shall assign to the Board of Water Resources its properties, easements, and water rights, appurtenant to said project on condition that the same be reconveyed to this corporation upon the payment of the purchase price thereof, such purchase price to be the combined total of all money paid by the Board of Water Resources for the construction of the project, but not to exceed \$1,487,000.00, plus all expense incurred by the Board of Water Resources for investigation, engineering, and inspection in its accomplishment of project, and

FURTHER, that this corporation shall have full use of such properties and water rights during the life of this contract, provided this corporation is not delinquent in any of its obligations under the contract. We further authorize the Board of Directors of this corporation to assess all the outstanding corporate stock for any payments which may become delinquent under the terms of the aforesaid contract.

Lee Ann Fuller  
Secretary

STATE OF UTAH            )  
                                  : ss  
County of Weber        )

On this 21<sup>st</sup> day of July, 1987, appeared before me, LEE ANN FULLER, who is personally known to me to be the Secretary of the WEBER-BOX ELDER CONSERVATION DISTRICT and who did acknowledge to me under oath that she executed the aforesaid document entitled "Certification and Acknowledgment" on behalf of said district.

Norma J. Finch  
NOTARY PUBLIC

My Commission Expires: June 16, 1991

