


When Recorded Mail to:
STRAWBERRY WATER USERS ASSOCIATION
745 N 500 E
PAYSON, UTAH 84651



ENT 20683:2025 PG 1 of 11
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Mar 24 03:29 PM FEE 0.00 BY MG
RECORDED FOR MAPLETON CITY

Name: Visionary Homes 2022, LLC
SWUA Account No.: 24737
Shares: 7.41

**WATER DEDICATION AGREEMENT AMONG
STRAWBERRY WATER USERS ASSOCIATION,
EAST BENCH CANAL COMPANY AND
VISIONARY HOMES 2022 LLC**

LANDOWNER WARRANTIES AND REPRESENTATIONS

Visionary Homes 2022, LLC (Landowner), at 2427 N Main Street, North Logan, UT 84341, represents and warrants that Landowner holds, subject to encumbrances of record, all right, title and interest in and to the following land in Utah County, Utah (Subject Land):

TAX ID: 66:915:0358
LOT 358, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 66:915:0359
LOT 359, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 66:915:0360
LOT 360, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 66:915:0361
LOT 361, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 66:915:0362
LOT 362, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 66:915:0363
LOT 363, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 66:915:0364
LOT 364, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 66:915:0365
LOT 365, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 66:915:0366
LOT 366, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 66:915:0367
LOT 367, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 66:915:0368
LOT 368, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 66:915:0369
LOT 369, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 66:915:0370
LOT 370, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 66:915:0371
LOT 371, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 71:012:0372
LOT 372, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0373
LOT 373, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0374
LOT 374, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0375
LOT 375, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0376
LOT 376, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0377
LOT 377, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0378
LOT 378, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0379
LOT 379, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0380
LOT 380, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0381
LOT 381, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0382
LOT 382, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0383
LOT 383, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0384
LOT 384, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0385
LOT 385, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0386
LOT 386, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0389
LOT 389, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0390
LOT 390, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0391
LOT 391, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0392
LOT 392, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0393
LOT 393, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0394
LOT 394, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0395
LOT 395, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0396
LOT 396, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0397
LOT 397, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0398
LOT 398, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0399
LOT 399, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0400
LOT 400, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0401
LOT 401, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0402
LOT 402, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0403
LOT 403, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0414
LOT 414, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0415
LOT 415, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0416
LOT 416, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0417
LOT 417, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0418
LOT 418, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0421
LOT 421, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0422
LOT 422, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0423
LOT 423, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0424
LOT 424, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0425
LOT 425, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0426
LOT 426, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0427
LOT 427, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0428
LOT 428, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0429
LOT 429, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0430
LOT 430, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0431
LOT 431, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0434
LOT 434, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0435
LOT 435, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0387
LOT 387, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0388
LOT 388, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 71:012:0389
LOT 389, SUNRISE RANCH, PHASE P AMD SUB AREA 0.027 AC.

TAX ID: 66:915:0356
LOT 356, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 66:915:0357
LOT 357, SUNRISE RANCH, PHASE P SUB AREA 0.031 AC.

TAX ID: 71:011:0419
LOT 419, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

TAX ID: 71:011:0420
LOT 420, SUNRISE RANCH, PHASE O AMD SUB AREA 0.027 AC.

Landowner warrants that no other person or entity claims any right, title or interest in or to the Subject Land, except encumbrances of record.

Landowner represents and warrants that appurtenant to the Subject Land are 7.41 shares of Strawberry Water Users Association (Association). Water Serial number(s) 1745.032, 1745.033, 1745.034, 1745.035, 1745.036, 1745.037, 1745.038, 1745.039, 1745.040, 1745.041, 1745.042, 1745.043, 1745.044, 1745.048, 1745.049, 1745.050, 1745.051, 1745.053, 1745.054, 1690.083, 1690.085,

1690.086, 1555.079, 1555.080, 1690.087, 1690.088, 1690.089, 1690.090, 1745.078, 1745.079, 1745.082, and 1745.083 (Subject Association Shares), and Water Right Application recorded on the 17th day of March, 1915 as Entry Number, Book 161, and Page 194 in the books and records of the Utah County Recorder (Subject Water Right Application are in good standing.

Landowner represents and warrants that Subject Association Shares are delivered at the head of the East Bench Canal (Company) canal per the Subject Water Right Application. Landowner represents and warrants that Landowner holds all right, title and interest in and to the Subject Association Shares and Subject Water Right Application, and that no other person or entity claims any right, title or interest in or to the Subject Water Right Application and Subject Association Shares.

Landowner warrants and represents that together the Subject Water Right Application and Subject Association Shares entitle Landowner to use Strawberry Valley Project (SVP) water for the Subject Land, in a manner consistent with Association Articles of Incorporation, Bylaws, policies and contracts, and Company's Strawberry Valley Project water policies (SVP Policies) and contracts, and applicable state and federal law. The Association and the Company have agreed to act reasonably to cooperate with the performance of this Agreement to the extent of dealing with the Mapleton City (City) regarding voting of shares, assessments, notices, delivery of the SVP water and transfers, as described in this Agreement. The Association and the Company are not obligated to incur costs beyond those they would respectively incur for their respective shareholders generally in this regard, and in particular, they are not obligated to incur attorney's fees or court costs. The Association and Company make no warranties or representations as to the effectiveness of this Agreement.

AGREEMENT TERMS

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

1. **All Shares and the Subject Water Right Application to Remain Appurtenant to Subject Land.**
 - a. **Appurtenance and Future Owners of Subject Land -**
Except as expressly described in this Agreement, the Subject Water Right Application and Subject Association Shares will remain appurtenant to the Subject Land for the benefit of the future owners and users of the Subject Land. In particular, except as expressly described in this Agreement, the right to call on and beneficially use SVP water on the Subject Land, as described in the Subject Water Right Application and Subject Association Shares will remain appurtenant to the Subject Land.
 - b. **Right to Transfer SVP Water**
Landowner acknowledges that, before entering into this Water Dedication Agreement, he/she understands that he/she had the right to pursue a transfer of all or part of his/her SVP water to other SVP lands in accordance with applicable State law, Reclamation

law, policy and contracts, Association Articles, Bylaws, policy and contracts and Company SVP Policies and contracts. Landowner hereby waives and forsakes in perpetuity any such right to transfer the subject SVP water.

c. Right and Waiver of Right to Transfer Excess SVP Water

Landowner acknowledges that development of his/her lands may create water in excess of that amount needed to meet the City's water supply requirement. Upon entering into this Water Dedication Agreement, the Landowner waives and forsakes any present or future right to initiate the transfer of the Subject Association Shares to other lands; to avoid application of SVP water in excess of the City's water supply requirement, the Landowner may transfer the excess water to other SVP Lands consistent with applicable State law, Reclamation law and policy, Association Articles, Bylaws, policy, and contracts, and Company SVP Policies and contracts. Such transfer of excess water by the Landowner should be approved by the Bureau of Reclamation and Association and Company prior to Landowner executing this Agreement.

d. Right to Seek Approval for SVP Water on Subject Lands

The City shall have any and all rights of the Landowner to seek any necessary approvals to use the SVP water available to the Subject Association Shares and Subject Water Right Application for indoor uses on the Subject Lands, without further approval of, or compensation to Landowner. All of this shall be done in accordance with applicable State law, Reclamation law and policy, and Association Articles, Bylaws, policy, and contracts, and Company SVP Policies, and contracts.

e. Right to Seek Approval for Water Exchanges

The City shall have the right 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 Association Shares and Subject Water Right Application on other lands by exchange including the transfer of some or all of the Subject Shares to other Company service areas within the SVP with the approval of the Company, the Association and Reclamation but without further approval or compensation to the Landowner. All of this shall be done in accordance with applicable State law, Reclamation law and policy, and Association Articles, Bylaws, policy, and contracts, and Company Articles, Bylaws, policy, and contracts.

2. Perpetual Right to Vote Association Shares. Landowner grants to the Company any and all of Landowner's rights to vote the Subject Association Shares on all matters that come before Association Class S shareholders for a vote. The forgoing provisions of this section 2, shall only apply to Association shares attached to private ground and shall not apply to land owned by City; City shall have the right to vote any Association shares that are attached to City owned property.

3. Perpetual Right to Receive and Pay Assessments, Receive Notice, Delivery, and Charge Usual City Rates.

- a. Landowner grants and assigns to the City any and all of Landowner's rights and obligations to receive and pay all Association and other assessments or charges under

the Subject Association Shares and Subject Water Right Application.

- b. Landowner grants to the City any and all of Landowner's rights to receive notice relating to the Subject Association Shares and Subject Water Right Application.
- c. Landowner grants to City any and all of Landowner's rights to receive delivery of the SVP water available under the Subject Water Right Application, Subject Association Shares, and Company Articles, Bylaws, policy, and contracts.
- d. Landowner agrees the City may assess such development, operation, maintenance, repair or replacement charges or assessments as determined by the City to be fair and reasonable, not to exceed city rates charged to other city customers who have not dedicated SVP water, applicable for the same uses and quantities.
- e. City agrees to pay reasonable fees to cover estimated actual direct and indirect administrative costs reasonably incurred by Association and Company in reviewing, approving administering and performing this Agreement.
- f. City agrees to resolve any and all delinquencies associated with Subject Association Shares.

4. **City's Obligations**

- a. Landowner has applied to City for approval of Landowner's proposed Development, described as: ("Subject Development"). City ordinance requires the transfer or dedication of the permanent right to use water in an amount sufficient for the City to serve the Subject Development as a condition for approval of the Subject Development.
- b. City agrees to accept the dedication of the Subject Shares in satisfaction of all or part of the described City ordinance as part of the approval of the Subject Development.
- c. City agrees to use the Subject Shares to serve the needs of the Subject Development as described in this Agreement.
- d. City may take Landowner's dedicated Subject Association Shares and Subject Water Right through the Mapleton Springville Lateral by filing an Association transfer form.

- 5. **Indemnification.** The Landowner agrees to indemnify and hold harmless the City and its elected officials, officers, employees and contractors; Association and its directors, officers, employees and contractors; and the Company and its directors, officers, employees and contractors for all damages, costs, or liabilities resulting from suits, actions, or claims of any character brought relating to the terms of this Agreement. The Landowner does not agree to indemnify or hold harmless for any damages based upon any intentional or malicious actions committed by the City and its elected officials, officers, employees and contractors; Association and its directors, officers, employees and contractors, and the Company and its directors, officers, employees and contractors.

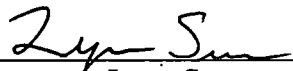
6. **Sub-Contracting of Delivery.** The City agrees to deliver the SVP water through its secondary irrigation system, on behalf of the Company, to the Subject Land.
7. **Binding Upon Successors and Assigns.** Each individual signing this Agreement hereby warrants on behalf of themselves and the Party for which they sign, that their respective Party has authorized the individuals to execute this Agreement through appropriate board action, and that the Parties and their Successors and assigns are bound hereby. All obligations of Landowner under this Agreement shall run with the Subject Land.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 20 day of Feb, 2025.

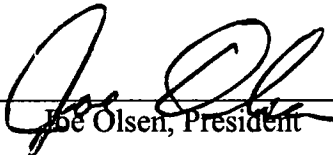
LANDOWNER(S):

By: 
Jeffrey Jackson, manager


STRAWBERRY WATER USERS ASSOCIATION

By: 
Lynn Swenson, President

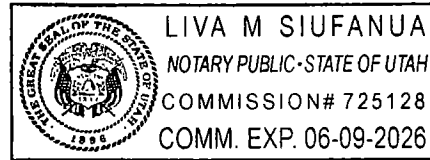
EAST BENCH CANAL COMPANY

By: 
Joe Olsen, President

Concurrence:

By: 
Rick Baxter, Area Manager, Provo Area Office
Bureau of Reclamation

STATE OF UTAH)
) : SS.
 COUNTY OF UTAH)

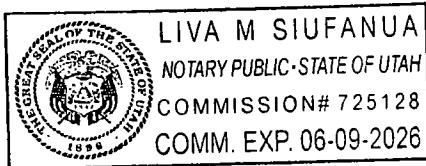


On the 20 day of Feb, 2025, personally appeared before me, Lynn Swenson, President of Strawberry Water Users Association, and acknowledged that he has been duly authorized to execute the foregoing Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of Strawberry Water Users Association, and that he executed the same on behalf of Strawberry Water Users Association.


 NOTARY PUBLIC

STATE OF UTAH)
) : SS.
 COUNTY OF UTAH)

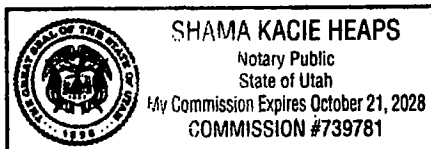
On the 20 day of Feb, 2025, personally appeared before me, Joe Olsen of East Bench Canal Company, and acknowledged that he has been duly authorized to execute the foregoing Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of East Bench Canal Company, and that he executed the same on behalf of East Bench Canal Company.




 NOTARY PUBLIC

STATE OF UTAH)
) : SS.
 COUNTY OF CACHE UTAH)

On the 10th day of January, 2024, personally appeared before me Jeffrey Jackson manager of Visionary Homes, LLC, the Landowner(s) in the foregoing Agreement, and acknowledges that he/she executed the same for the purposes stated therein.




 NOTARY PUBLIC



March 24, 2025

Utah County Recorder
100 E Center St
Suite 1300
Provo, UT 84606

RE: Water Dedication Agreement Recordings

Utah County Recorder,

Mapleton City authorizes the recording of the attached Water Dedication Agreements.
If you have any questions, please let me know. Thank you!

Sincerely,

Sean Conroy
Community Development Director
Assistant City Administrator

