

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

ENT 54118:2023 PG 1 of 7
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Aug 17 04:58 PM FEE 62.00 BY AR
RECORDED FOR Strawberry Water
ELECTRONICALLY RECORDED

Name: Mountainville Development
Corporation

Tax I.D. No(s): 27:037:0135, 67:118:0001,
67:147:0104, 67:147:0105, and 67:137:0084
through 67:137:0100.

SWUA Account No: 24431
Water Serial #(s): 1549.005, 1549.044, 1549.045,
1549.064 through 1549.081.
Shares: 15.04

**WATER DEDICATION AGREEMENT
AMONG
STRAWBERRY WATER USERS ASSOCIATION,
EAST BENCH CANAL COMPANY AND
MOUNTAINVILLE DEVELOPMENT
CORPORATION**

LANDOWNER WARRANTIES AND REPRESENTATIONS

Mountainville Development Corporation (Landowner), residing at 44 Red Pine Dr Alpine, UT 84004, 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: 27-037-0135
COM S 1329.35 FT & W 1493.06 FT FR N 1/4 COR. SEC. 27, T8S, R3E, SLB&M.; N 61 DEG 41' 29"
E 170.58 FT; S 0 DEG 6' 24" E 79.74 FT; S 87 DEG 31' 1" W 146.06 FT; S 0 DEG 12' 0" W 3.01 FT; N 28
DEG 10' 56" W 9.29 FT TO BEG. AREA 0.147 AC.

TAX ID: 67-118-0001
LOT 1, PLAT A1, MAPLETON HEIGHTS SUB AREA 0.258 AC.

TAX ID: 67-147-0104
LOT 104, PLAT C, MAPLETON HEIGHTS SUB AREA 0.251 AC.

TAX ID: 67-147-0105
LOT 105, PLAT C, MAPLETON HEIGHTS SUB AREA 0.256 AC.

TAX ID: 67-137-0084
LOT 84, PLAT B, MAPLETON HEIGHTS SUB AREA 0.454 AC.

TAX ID: 67-137-0085
LOT 85, PLAT B, MAPLETON HEIGHTS SUB AREA 0.319 AC.

TAX ID: 67-137-0086
LOT 86, PLAT B, MAPLETON HEIGHTS SUB AREA 0.408 AC.

TAX ID: 67-137-0087
LOT 87, PLAT B, MAPLETON HEIGHTS SUB AREA 0.269 AC.

TAX ID: 67-137-0088
LOT 88, PLAT B, MAPLETON HEIGHTS SUB AREA 0.310 AC.

TAX ID: 67-137-0089
LOT 89, PLAT B, MAPLETON HEIGHTS SUB AREA 0.265 AC.

TAX ID: 67-137-0090
LOT 90, PLAT B, MAPLETON HEIGHTS SUB AREA 0.265 AC.

TAX ID: 67-137-0091
LOT 91, PLAT B, MAPLETON HEIGHTS SUB AREA 0.246 AC.

TAX ID: 67-137-0092
LOT 92, PLAT B, MAPLETON HEIGHTS SUB AREA 0.231 AC.

TAX ID: 67-137-0093
LOT 93, PLAT B, MAPLETON HEIGHTS SUB AREA 0.232 AC.

TAX ID: 67-137-0094
LOT 94, PLAT B, MAPLETON HEIGHTS SUB AREA 0.233 AC.

TAX ID: 67-137-0095
LOT 95, PLAT B, MAPLETON HEIGHTS SUB AREA 0.247 AC.

TAX ID: 67-137-0096
LOT 96, PLAT B, MAPLETON HEIGHTS SUB AREA 0.269 AC.

TAX ID: 67-137-0097
LOT 97, PLAT B, MAPLETON HEIGHTS SUB AREA 0.300 AC.

TAX ID: 67-137-0098
LOT 98, PLAT B, MAPLETON HEIGHTS SUB AREA 0.328 AC.

TAX ID: 67-137-0099
LOT 99, PLAT B, MAPLETON HEIGHTS SUB AREA 0.359 AC.

TAX ID: 67-137-0100
LOT 100, PLAT B, MAPLETON HEIGHTS SUB AREA 0.422 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 15.04 shares of Strawberry Water Users Association (Association), Water Serial Number 1549.005, 1549.044, 1549.045, and 1549.064 through 1549.081 (Subject Association Shares), and Water Right Application recorded on the 17th day of March, 1915 as Entry Number 117, Book 161 and Page 90 in the books and records of the Utah County Recorder (Subject Water Right Application). Landowner represents and warrants that the Subject Association Shares and 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 anamount 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 a 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 11th day August 2023.

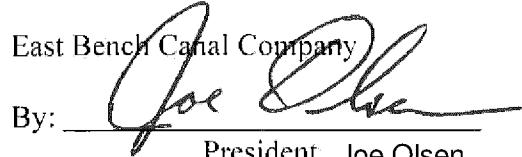
LANDOWNER:

By: 
Bart Boggess, President

STRAWBERRY WATER USERS ASSOCIATION

By: 
President Lynn Swenson

East Bench Canal Company

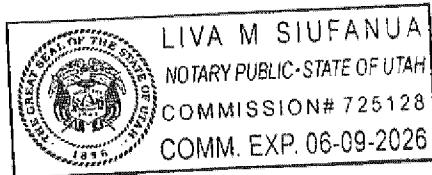
By: 
President Joe Olsen

Concurrence:

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

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

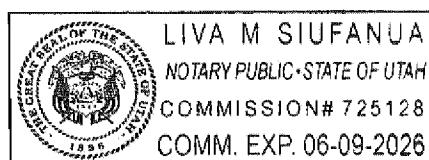
On the 14th day of Aug, 2022 personally appeared before me, Lynn Swenson, President of Strawberry Water Users Association, and acknowledged that he has been duly authorized to execute the foregoing Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of Strawberry 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)

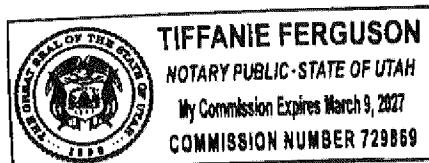
On the 14th day of Aug, 2022 personally appeared before me, Joe Olsen of East Bench Canal Company, and acknowledged that he has been duly authorized to execute the foregoing Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of East Bench Canal Company, and that he executed the same on behalf of East Bench Canal Company.



NOTARY PUBLIC

STATE OF UTAH) : ss.
COUNTY OF UTAH)

On the 11th day of August, 2023, personally appeared before me Bart Boggess, the President of the Landowner(s) in the foregoing Agreement, and acknowledges that he/she executed the same for the purposes stated therein.



NOTARY PUBLIC