

MAY 20 2024



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

ENT 71546 2024 PG 1 of 8  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2024 Oct 16 11:06 AM FEE 0.00 BY AS  
RECORDED FOR PAYSON CITY

Name: Springs at Spring Lake Property Owner LLC  
Tax I.D. No(s): 30:084:0065, 30:084:0125,

SWUA Account No: 24648  
Water Serial #(s): 142.090, 219.000, 219.004, 219.006, 219.009,

Canal Company Stock: 1.20, 1.14, 2.62, 2.25, 3.70

**WATER DEDICATION AGREEMENT  
AMONG  
STRAWBERRY WATER USERS ASSOCIATION,  
STRAWBERRY HIGH LINE CANAL  
THE CITY OF PAYSON, AND  
SPRINGS AT SPRING LAKE PROPERTY OWNER LLC**

**LANDOWNER WARRANTIES AND REPRESENTATIONS**

Spring at Spring Lake Property Owner LLC, residing at 1240 E 2100 S, STE 300, Salt Lake City, Utah, 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):

**PARCEL 30:084:0065**

COMMENCING AT A POINT 1539.07 FEET SOUTH AND 375.49 FEET WEST FROM THE NORTH 1/4 CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, OF THE SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE N 01°05'28" W 328.28 FEET; THENCE WEST 111.42 FEET; THENCE N 01°05'28" W 308.78 FEET; THENCE N 88°34'40"E 340.13 FEET; THENCE S 00°03'19" E 327.94 FEET; THENCE S 00°40'49" E 313.62 FEET; THENCE S 89°00'00" W 220.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.084 ACRES

**PARCEL 30:084:0125**

COMMENCING AT A POINT 559.25 FEET SOUTH FROM THE NORTH 1/4 CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, OF THE SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 323.83 FEET; THENCE S 00°02'06" E 8.1 FEET; THENCE S 89°05'42" W 147.84 FEET; THENCE NORTH 7.86 FEET; THENCE S 89°00'00" W 413.41 FEET; THENCE S 00°39'53" E 10.81 FEET; THENCE S 88°34'40" W 215.17 FEET; THENCE N 01°14'21" W 1.73 FEET; THENCE S 88°40'26" W 529.72 FEET; THENCE S 00°24'16" E 0.7 FEET; THENCE S 89°09'57" W 70.68 FEET; THENCE N 01°13'27" W 329.81 FEET; THENCE N 89°53'15" E 80.66 FEET; THENCE N 88°08'01" E 387.1 FEET; THENCE N 88°36'26" E 268.26 FEET; THENCE N 88°50'54" E 647.88 FEET TO THE POINT OF BEGINNING.

CONTAINS 10.407 ACRES

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 1.20, 1.14, 2.62, 2.25, 3.70 shares of Strawberry Water Users Association (Association) Class S stock, Water Serial Number 142.090, 219.000, 219.004, 219.006, 219.009, (Subject Association Shares), and Water Right Application recorded on the \_\_\_\_ day of \_\_\_\_, 19\_\_\_\_ as Entry Number \_\_\_\_\_, Book \_\_\_\_\_ and Page \_\_\_\_\_ 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 appurtenant to the Subject Land are 1.20, 1.14, 2.62, 2.25, 3.70 shares of Strawberry High Line Canal Company (Company) stock, Water Serial Number 142.090, 219.000, 219.004, 219.006, 219.009, (Subject Company Shares). Landowner represents and warrants that Landowner holds all right, title and interest in and to the Subject Association Shares, Subject Water Right Application, and Subject Company Shares, and that no other person or entity claims any right, title or interest in or to the Subject Water Right Application, Subject Association Shares and Subject Company Shares.

Landowner warrants and represents that together the Subject Water Right Application, Subject Association Shares, and Subject Company 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 Articles of Incorporation, Bylaws, 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 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, Subject Association Shares and Subject Company 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, Subject Association Shares and Subject Company 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 Articles, Bylaws, policy 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 or sell of the Subject Association Shares and Subject Company 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 Articles, Bylaws, policy and contracts. Such transfer of excess water by the Landowner should be approved by the Bureau of Reclamation, Association and Company prior to Landowner executing this Agreement.

IN WITNESS WHEREOF, the Landowner understands and agrees to section "c." above pertaining to their rights to transfer or sell excess SVP water on this 16 day of April, 2024.

LANDOWNER SIGNATURE:

 ANDREW PETERSON

AUTHORIZED SIGNATORY

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, Subject Water Right Application and Subject Company Shares 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, Association Articles, Bylaws, policy, and contracts, and Company Articles, Bylaws, policy, 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, Subject Water Right Application and Subject Company Shares 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, Association Articles, Bylaws, policy, and contracts, and Company Articles, Bylaws, policy, and contracts.

2. **Perpetual Right to Vote Association Shares.** Landowner grants to the City 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.
3. **Perpetual Right to Vote Company Shares.** Landowner perpetually grants to the City any and all of Landowner's rights to vote the Subject Company Shares on all matters that come before Company shareholders for a vote.
4. **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, Company, and other assessments or charges under the Subject Association Shares, Subject Water Right Application and Subject Company Shares.
  - b. Landowner grants to the City any and all of Landowner's rights to receive notice relating to the Subject Association Shares, Subject Water Right Application and Subject Company Shares.
  - 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 Subject Company Shares.
  - 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 and/or Subject Company Shares.

## 5. City's Obligations

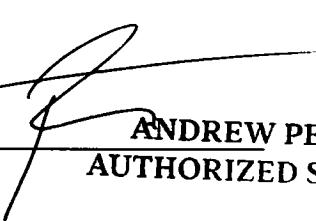
- a. Landowner has applied to City for approval of Landowner's proposed Development, described as: ("Subject Development"). City ordinance requires the transfer or dedication of the permanent right to use water in an amount sufficient for the City to serve the Subject Development as a condition for approval 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 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.

**6. 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.

7. **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.
8. **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 10 day of  
April, 2024.

LANDOWNER:

By:   
ANDREW PETERSON  
AUTHORIZED SIGNATORY

## STRAWBERRY WATER USERS ASSOCIATION

By: Lynn Swenson  
Lynn Swenson, President

## STRAWBERRY HIGH LINE CANAL COMPANY

By: Douglas B Rowley  
Doug Rowley, President

## PAYSON CITY CORPORATION

By: William R Wright  
William R. Wright, Mayor

Attest and Countersign:

By: Kim E Holindrake  
Kim E. Holindrake, City Recorder

Concurrence:

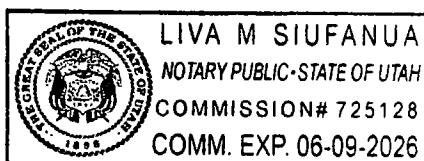
By: Rick B  
Area Manager, Provo Area Office  
Bureau of Reclamation



Concurrence Approved:

STATE OF UTAH )  
: ss.  
COUNTY OF UTAH )

On the 14<sup>th</sup> day of Aug, 2024, 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.



Liva M. Siufanua  
NOTARY PUBLIC

STATE OF UTAH )  
:ss.  
COUNTY OF UTAH )

On the 11<sup>th</sup> day of July, 2024 personally appeared before me, Doug Rowley, President of Strawberry High Line 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 Strawberry High Line Canal Company, and that he executed the same on behalf of Strawberry High Line Canal Company.

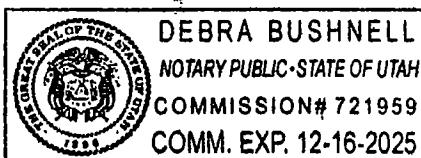


*Caroline Cloward*  
NOTARY PUBLIC

STATE OF UTAH )  
:ss.

COUNTY OF UTAH )

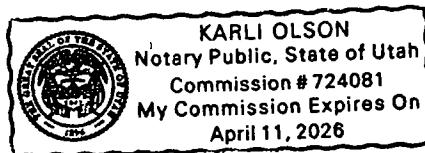
On the 22 day of April, 2024 personally appeared before me, William R. Wright, Mayor of Payson City Corporation, and acknowledged that he has been duly authorized to execute the foregoing Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of Payson City, and that he executed the same on behalf of Payson City.



*Debra Bushnell*  
NOTARY PUBLIC

STATE OF UTAH )  
: ss.  
COUNTY OF UTAH )

On the 10 day of April, 2024, personally appeared before me Andrew Rehner the Landowner(s) in the foregoing Agreement, and acknowledges that he/she executed the same for the purposes stated therein.



*Karli Olson*  
NOTARY PUBLIC



Payson City Corporation  
439 W Utah Ave  
Payson, Utah 84651  
*Office: 801.465.5200*  
*Fax: 801.465.5208*  
[www.paysonutah.org](http://www.paysonutah.org)

October 2, 2024

Utah County Recorder  
100 East Center St #1300  
Provo UT 84606

Dear Utah County Recorder:

Payson City hereby authorizes the Utah County Recorder's Office to record the Water Dedication Agreement among Strawberry Water Users Association, Strawberry High Line Canal, the City of Payson, and Springs at Spring Lake Property Owner LLC affecting parcels 30:084:0065 and 30:084:0125 as presented.

Sincerely,

A handwritten signature in black ink that reads "David C. Tuckett".

David C. Tuckett  
Payson City Manager