

ENTRY NO. 00799136

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 47.00 BY URE RANCHES INC



WHEN RECORDED, RETURN TO:

JOINT LATERAL AGREEMENT

THIS JOINT LATERAL AGREEMENT ("Agreement"), is made and entered into as of this 26 day March, 2006, by and between RUSTY WEBSTER and _____ (collectively, "*Webster*"), URE RANCHES, INC., a Utah corporation, EDWIN J. URE, R., ROBERT E. URE and DAVID E. URE (collectively, "*Ure Ranches*"), and George Lambert ("*Lambert*"). Ure Ranches, Webster and Lambert are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Webster is in the process of developing a subdivision known as Webster Estates, Plat "A" (the "Subdivision"), consisting of 12 lots on his property located in situated in the Southwest Quarter of Section 19, Township 2 South, Range 6 East, SLB&M (the "Webster Property"). The Webster Property is more particularly described as follows:

BEGINNING AT A POINT WHICH IS N89°57'33"W 1331.60 FEET FROM THE SOUTH ONE QUARTER SECTION CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SLB&M; THENCE N00°02'52"E 749.55 FEET TO THE SOUTH RIGHT-OF-WAY OF LAMBERT LANE, THENCE ALONG SAID RIGHT-OF-WAY S73°15'51"E 145.44 FEET, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY TO THE BOUNDARY OF VICTORY RANCH PROPERTY S78°41'06"E 780.21 FEET, THENCE ALONG THE BORDER OF VICTORY RANCH S11°15'12"W 89.67 FEET, THENCE CONTINUING ALONG THE BOUNDARY OF THE VICTORY RANCH PROPERTY S62° 13'50"W 1001.55 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT WHICH IS N00°16'44"W 413.96 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SECTION FROM THE SOUTH ONE QUARTER SECTION CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SLB&M, WHICH POINT IS ON THE NORTH RIGHT OF WAY OF LAMBERT LANE; THENCE ALONG SAID RIGHT-OF-WAY N59°04'17"W 118.62 FEET, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N65°56'33" W 342.08 FEET, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N78°41'06"W 777.37 FEET, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N73°15'51"

27
15

W 160.69 FEET, THENCE N00°02'52"W 1872.60 FEET TO THE BOUNDARY OF THE SPRING MEADOWS SUBDIVISION, THENCE CONTINUING ALONG SAID SUBDIVISION BOUNDARY N89°45'41"E 1320.76 FEET TO THE INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 19, THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION S00°16'44"E 2277.34 FEET TO THE POINT OF BEGINNING.

B. Ure Ranches, Edwin J. Ure, Richard Ure, Robert E. Ure and R. David Ure own certain property adjacent to the Webster Property situated in the Southwest Quarter of Section 19, Township 2 South, Range 6 East, SLB&M (the "Ure Property"). The Ure Property is more particularly described as follows:

SERIAL NUMBER CD-574-5
OWNER: URE J EDWIN (JT)

BEG AT A PT ON A FENCE LINE, SD PT BEING 6.53 FT & W 5.08 FT & N 00°56'11" W ALG A FENCE LINE 843.28 FT FR THE N ¼ COR OF SEC 19 T2SR6E SLBM & RUN TH N 00°56'11" W ALG SD FENCE LINE 345.77 FT; TH S 89° 03'49" W 1243.35 FT TO A PT ON AN EXISTING FENCE LINE; TH S 04°29'44" W ALG SD FENCE LINE 347.33 FT; TH N 89°03'49" E 1276.23 FT TO THE PT OF BEG CONT 10.00 AC

SERIAL NUMBER CD-574-6
OWNER: URE J EDWIN (JT)

BEG AT A PT ON A FENCE LINE, SD PT BEING S 6.53 FT & W 5.08 FT & N 00°56'11" W ALG A FENCE LINE 506.88 FT FR THE N ¼ COR OF SEC 19 T2S R6E, SLBM; AND RUN TH N 00°56'11" W ALG SD FENCE LINE 336.40 FT; TH S 89°03'49" W 1276.23 FT TO A PT ON A FENCE LINE; TH S 04°29'44" W ALG SD FENCE LINE 25.10 FT TO A FENCE COR; TH S 84°26'25" W ALG A FENCE LINE 17.97 FT TO A FENCE CORNER; TH S 01°00'21" E ALG A FENCE LINE 309.96 FT; TH N 89°03'49" E 1296.14 FT TO THE PT OF BEG CONT 10.00 ACRES

SERIAL NUMBER CD-585
OWNER: URE RANCHES INC

LOTS 2-3-4 SEC 19 T2S R6E SLM

SERIAL NUMBER SPM-7
OWNER: URE RANCHES INC

LOT 7 SPRING MEADOWS SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SUMMIT COUNTY RECORDER CONT

8.57 ACRES

SERIAL NUMBER SPM-8
OWNER: URE RANCHES INC

LOT 8 SPRING MEADOWS SUBDIVISION ACCORDING
TO THE OFFICIAL PLAT THEREOF ON FILE IN THE
OFFICE OF THE SUMMIT COUNTY RECORDER CONT
7.38 ACRES

SERIAL NUMBER CD-583-4
OWNER: URE RANCHES INC

BEG AT A PT ON A FENCE LINE, SD PT BEING S 6.53 FT
& W 5.08 FT FR THE N ¼ COR OF SEC 19, T2SR6E, SLBM;
& RUN TH N 00°56'11" W ALG A FENCE LINE 170.75 FT;
TH S 89°03'49" W 1295.73 FT TO A PT ON AN EXISTING
FENCE LINE; TH S 01°00'21" E ALG SD FENCE LN 330.94
FT; TH N 89°03'49" E 1336.58 FT TO A PT ON A FENCE
LN; TH N 00°19'56" E ALG SD FENCE LINE 158.48 FT TO
A FENCE COR; TH N 88°41'41" W ALG A FENCE LN 44.79
FT TO THE PT OF BEG CONT 10.0 ACRES ALSO BEG AT
A PT ON A FENCE LINE; SD PT BEING S 6.53 FT & W 5.08
FT & S 88°41'41" E ALG A FENCE LN 44.79 FT & S 00°
19'56" W ALG A FENCE LN 158.48 FT FR THE N ¼ COR OF
SEC 19 T2S R6E, SLBM; & RUN TH S 89°03'49" W 1336.58
FT TO A PT ON A FENCE LINE; TH S 01°00'21" E ALG SD
FENCE LINE 326.84 FT; TH N 89°03'49" E 1328.95 FT TO A
PT ON A FENCE LINE; TH N 00°19'56" E ALG SD FENCE
LINE; TH N 00°19'50" E ALG SD FENCE LINE 326.92 FT
TO THE PT OF BEG CONT 9.55 ACRES ALSO BEG AT A
PT ON A FENCE LINE, SD PT BEING S 6.53 FT & W 5.08
FT & S 88°41'41" E ALG A FENCE LN 44.79 FT & S 00°
19'56" W ALG A FENCE LN 485.40 FT FR THE N ¼ COR OF
SEC 19 T2S R6E, SLBM; & RUN TH S 89°03'49" W 1328.95
FT TO A PT ON AN EXISTING FENCE LINE; TH S 01°
00'21" E ALG SD FENCE LN 117.21 FT TO A FENCE COR;
TH E 529.56 FT; TH S 250.33 FT; TH N 89°42'04" E ALG AN
EXISTING FENCE LINE 200.11 FT TO A FENCE COR; TH S
01°20'13" ALG A FENCE LINE 199.64 FT TO A FENCE
COR; TH N 67°56'42" E ALG A FENCE LINE 636.53 FT TO
A FENCE COR; TH N 00°19'56" E ALG A FENCE LINE
348.76 FT TO THE PT OF BEG CONT 9.55 ACRES TOTAL
29.55 ACRES

C. Lambert owns certain property adjacent to the Ure Property situated in the Northwest Quarter of Section 19, Township 2 South, Range 6 East, SLB&M (the "Lambert Property"). The Lambert Property is more particularly described as follows:

BEGINNING AT A POINT ON A FENCE CORNER ON THE
EAST RIGHT OF WAY LINE OF DEMOCRAT ALLEY,

SAID POINT BEING SOUTH 493.54 FEET; AND SOUTH 89 DEGREES 03'49" WEST 1292.07 FEET TO THE EAST RIGHT OF WAY FENCE LINE OF DEMOCRAT ALLEY; AND SOUTH 01 DEGREES 00'21" EAST ALONG SAID FENCE LINE 117.21 FEET FROM THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN TO THE TRUE POINT OF BEGINNING; THENCE EAST 529.56 FEET ALONG A FENCE LINE TO A FENCE CORNER; THENCE SOUTH 528.78 FEET ALONG A FENCE LINE TO THE NORTH RIGHT OF WAY LINE OF A SUMMIT COUNTY PUBLIC ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF SAID SUMMIT COUNTY PUBLIC ROAD TO THE POINT OF INTERSECTION OF SAID COUNTY ROAD AND THE EAST RIGHT OF WAY LINE OF DEMOCRAT ALLEY; THENCE NORTH ALONG THE EAST RIGHT OF WAY LINE OF DEMOCRAT ALLEY TO THE POINT OF BEGINNING.

D. The Webster Property, the Ure Property and the Lambert Property have all historically been irrigated with normal and high flow waters of Washington Irrigation Company and Beaver and Shingle Creek Irrigation Company and have received stock water during the winter, all of which has been delivered to the Webster Property, the Ure Property and the Lambert Property through a private water distribution lateral jointly owned by Webster, Ure Ranches and Lambert extending from the Washington Irrigation Company and Beaver and Shingle Creek Irrigation Company water systems across the Webster Property to the Ure Property, and through the Ure Property to the Lambert Property.

E. In connection with the development of the Subdivision, the Parties intend to replace the historic open ditch lateral with a new water distribution lateral consisting of an enclosed 30-inch diameter black plastic corrugated pipeline and all related equipment and facilities (the "Joint Lateral"), to be jointly constructed by the Parties in a new location generally described as follows:

Commencing at its point of connection with the Washington Irrigation Company system at the East property line of the Webster Property, and running across the Webster Property adjacent to Lambert Lane to a point of connection with the first turn out or diversion structure the Parties will construct near the East boundary line of the Ure Property, as depicted on the map attached as EXHIBIT "A" hereto.

F. The Joint Lateral is to be constructed, operated and maintained by the Parties in conformance with the terms and provisions this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and

valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. AGREEMENT FOR CHANGE OF WATERCOURSE RIGHT-OF-WAY

The Parties acknowledge that this Agreement satisfies the provisions of §73-1-15, Utah Code Ann., 1965, which requires written permission to change a right-of-way for any established watercourse.

2. CONSTRUCTION AND INSTALLATION COSTS

Inasmuch as the construction and installation of the Joint Lateral was necessitated solely by virtue of the development of the Subdivision by Webster, the Joint Lateral shall be constructed and installed, and all costs and expenses incurred in connection with or otherwise related to the construction and installation of the Joint Lateral shall be borne solely by Webster. Once construction has commenced, Webster will continue with all reasonable diligence to complete the construction so that the pipe and all appurtenances are installed and operable before the commencement of the 2006 irrigation season. If for any reason construction continues into the 2006 irrigation season, Webster agrees that the existing ditch system, or segments thereof, will not be taken out of service until an operable replacement section of pipeline has been installed in that segment so as to not interfere with the flow of irrigation water to the Parties' respective properties.

3. TITLE, OPERATION AND MAINTENANCE

(a) Joint Lateral. As of the date hereof, title to the Joint Lateral shall be vested as follows (based, for purposes of this Agreement, upon the total number of shares of Washington Irrigation Company owned respectively by the Parties:

Webster	Undivided 29% interest (19/67ths)
Ure Ranches	Undivided 58% interest (39/67ths)
Lambert	Undivided 13% interest (9/67ths)

All costs and expenses incurred in connection with the operation, maintenance, repair and replacement of the Joint Lateral shall be shared by the Parties according to their respective ownership interests as set forth above in conformance with the following:

(1) Ure Ranches shall manage the Joint Lateral and be primarily responsible for operating, maintaining, repairing and replacing the same.

(2) Webster, Ure Ranches and Lambert shall each pay their respective share of all operation, maintenance, repair and replacement costs and expenses incurred by Ure Ranches in operating, maintaining, repairing and replacing the Joint Lateral, as billed by Ure Ranches.

(3) In the event either Webster or Lambert shall fail to pay their proportionate share of said costs and expenses as billed, then Webster or Lambert, as the case may be, shall forfeit their right to transport water through the Joint Lateral, which forfeiture shall continue unless and until their share of said costs and expenses have been paid, in full, with interest at the rate of 12% per annum from the billing date.

(4) In the event the number of shares in Washington Irrigation Company owned by any Party changes, the respective ownership interests in the Joint Lateral and their respective obligations for payment of operation and maintenance costs, as set forth above, shall be adjusted accordingly. Each Party agrees to send written notice to each other Party of any change in the number of Washington Irrigation Company shares owned by said Party.

(b) Internal Distribution Lines. Each Party, at their own cost and expense, shall construct, install, own, operate, maintain, repair and replace such internal ditches, distribution lines, and service laterals extending from the Joint Lateral, and any and all related facilities and equipment, as shall be necessary to distribute the irrigation water within their respective properties. A lockable diversion or turnout structure, including appropriate valves and an accurate measuring device, shall be installed at the point of connection of each ditch, distribution line and/or service lateral connecting to the Joint Lateral for the purpose of controlling and accurately measuring the amount of irrigation water delivered from the Joint Lateral to the respective properties of the Parties. The Parties will meet on site on a day and time mutually convenient to the Parties and decide upon the design for the turnout structure for each ditch, distribution line and/or service lateral of the Parties.

4. EASEMENT

Webster shall identify on the final plat for the Subdivision, and thereon dedicate on said plat to Ure Ranches and Lambert, and their respective heirs, successors-in-interest and assigns, a fifteen foot (15"), non-exclusive, perpetual easement, together with the right of ingress and egress, for the ownership, construction, installation, operation, maintenance, repair and replacement of the Joint Lateral. To the extent possible, the Joint Lateral shall be constructed by Webster along the centerline of said dedicated easement.

5. LIMITATION ON USE

Each Party shall only be authorized to deliver and use out of the Joint Lateral that quantity of water, in total, to which each is legally entitled pursuant to the bylaws, rules and regulations of Washington Irrigation Company and Beaver and Shingle Creek Irrigation Company.

6. COVENANT RUNNING WITH THE LAND; BINDING ON SUCCESSORS

The Parties hereby declare that the Webster Property, the Ure Property and

the Lambert Property, and each parcel thereof is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the terms and provisions of this Agreement, the terms of which shall run with the land and each interest or estate therein; shall be binding upon all persons having or acquiring any right, title, or interest in the Webster Property, the Ure Property and the Lambert Property, or any parcel thereof; shall inure to the benefit of the Webster Property, the Ure Property and the Lambert Property, and any interest therein, and shall inure to the benefit of and be binding upon the Parties, and their respective heirs, personal representatives, successors in interest; and assigns.

7. RECORDATION

The Parties hereby agree to duly record this Agreement in the office of the County Recorder of Summit County, Utah, prior to the sale of the Webster Property, or any parcel thereof, including, but not limited to any lot in the Subdivision, and prior to the sale of the Ure Property or any parcel thereof.

8. MISCELLANEOUS PROVISIONS

(a) Notices. Any and all notices, approvals or other communications required or desired to be given hereunder shall be in writing and shall be validly given or made to the other party if served either personally, by electronic transmission, or by deposit in the United States mail. If such notice is served personally or by electronic transmission, service shall be conclusively deemed given at the time of such personal service or electronic transmission. If such notice is served by mail, such notice shall be sent postage prepaid, by certified mail, return receipt requested, and shall be conclusively deemed given two business days after the deposit thereof in the United States mail addressed to the Party to whom such notice is given as hereinafter set forth:

To: WEBSTER:
Rusty Webster
P.O. Box 1061
Kamas, Utah 84036

URE RANCHES:
R. David Ure
661 South Lambert Lane
Kamas, Utah 84036

LAMBERT:
George Lambert
1700 West 200 South
Kamas, Utah 84036

Any Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

(b) Attorney's Fees. In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

(c) Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

(d) Captions. The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

(e) Integration. This Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

(f) Construction. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or who's attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

(g) Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

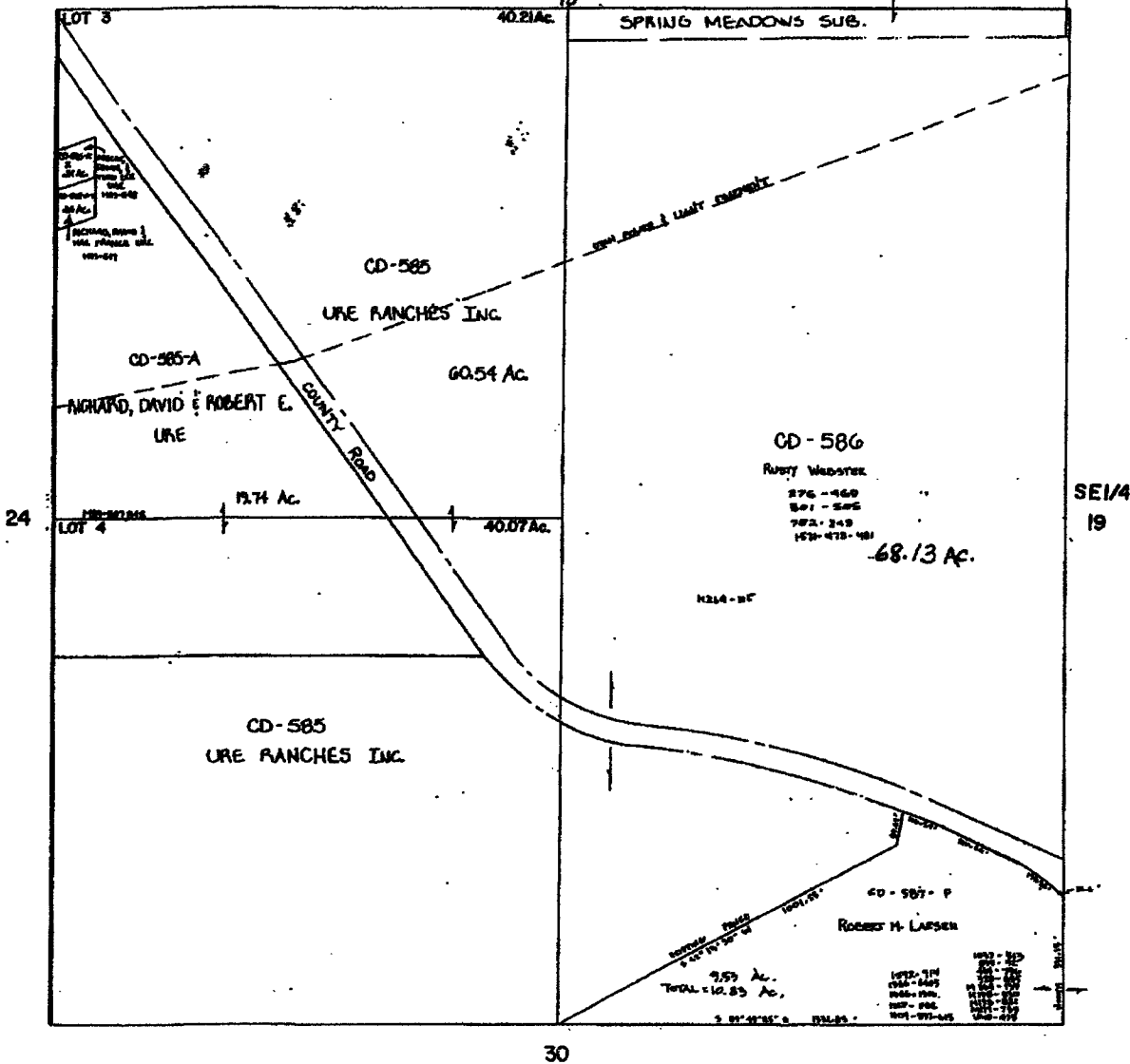
(h) Business Relationship. This Agreement does not acknowledge the existence of or establish a principle-agent relationship, partnership, joint venture, or any other form of business relationship between the Parties, and is limited solely to the purposes and interests expressed herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WEBSTER:

SW 1/4 SECTION 19
 T 2 S - R 6 E
 SALT LAKE BASE & MERIDIAN
 SCALE 1"=200'
 NW 1/4

BOOK PAGE



SE 1/4
 19

Approved Utah State Tax Comm.	PREVISIONS - DATE AND INITIAL (to Poss.)

SUMMIT COUNTY, UTAH

SCALE
 ONE INCH 200 FEET
 BOOK PAGE

Date By Engineering Associates Inc.

SW 1/4 Sec. 19

V T. T. I

[Signature]
Rusty Webster

URE RANCHES, INC

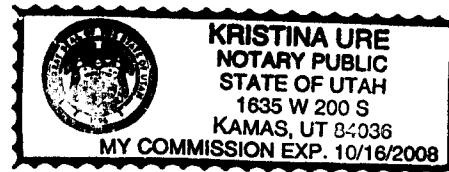
[Signature]
By *[Signature]*
President

[Signature]
Robert E. Ure

[Signature]
R. David Ure

LAMBERT:

[Signature]
GEORGE LAMBERT



[Signature]
Kristina Ure