



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

ENT 71558:2012 PG 1 of 9  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2012 Aug 23 10:51 am FEE 0.00 BY EO  
RECORDED FOR SPANISH FORK CITY CORPORATI

Name: Board of Education of Nebo School District  
Tax I.D. No(s): 270390379; 467750001; 270390209; 270390333; 270390334; 270230045;  
270220034; 467930001, 497060001, 47304.0001

SWUA Account No: 11268/SW

Water Serial #(s): 1513.002, 1521.000, 1521.002, 1600.010, 1600.013, 1600.012, 1617.004,  
1617.006, 1626.003, 1626.006, 1626.007, 1628.006, 1538.008, 1538.012, 1538.013, 1572.002,  
1572.013, 1820.000, 1593.005, 1593.059, 1529.003, 1529.004, 1529.006, 1529.008, 1529.010,  
1709.006, 1709.008, 1709.010, 1558.019, 1558.021, 1628.010, 1653.005, 1653.007, 1671.027

**WATER DEDICATION AGREEMENT  
AMONG  
STRAWBERRY WATER USERS ASSOCIATION,  
EAST BENCH IRRIGATION COMPANY,  
THE CITY OF SPANISH FORK, AND  
BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT**

**LANDOWNER WARRANTIES AND REPRESENTATIONS**

Board of Education of Nebo School District (Landowner), with its principal place of business located at 350 South Main, Spanish Fork, 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):

SEE ATTACHED EXHIBIT A

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 274.43 shares of Strawberry Water Users Association (Association) Class S stock, Water Serial Numbers 1513.002, 1521.000, 1521.002, 1600.010, 1600.013, 1600.012, 1617.004, 1617.006, 1626.003, 1626.006, 1626.007, 1628.006, 1538.008, 1538.012, 1538.013, 1572.002, 1572.013, 1820.000, 1593.005, 1593.059, 1529.003, 1529.004, 1529.006, 1529.008, 1529.010, 1709.006, 1709.008, 1709.010, 1558.019, 1558.021, 1628.010, 1653.005, 1653.007, 1671.027 (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 Subject Association Shares are delivered at the head of the East Bench Irrigation Company (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 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 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, it understands that it had the right to pursue a transfer of all or part of its 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 its 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 Articles, Bylaws, policy 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 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 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 East Bench Irrigation 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.
  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 to dedicate its Subject Shares appurtenant to the Landowner's property, described as Subject Land.
- b. City agrees to accept the dedication of the Subject Shares.
- c. City agrees to use the Subject Shares to serve the needs of the Subject Property as described in this Agreement.

**5. 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.

**6. 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 24<sup>th</sup> day of April, 2012.

LANDOWNER  
BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT

By: Richard C. Nielsen  
Richard C. Nielsen, Superintendent

And

By: Tracy D. Olsen  
Tracy D Olsen, Business Administrator

STRAWBERRY WATER USERS ASSOCIATION

By: Calvin Crandall  
Calvin Crandall, President

EAST BENCH IRRIGATION COMPANY

By: Fred Vincent  
Fred Vincent, President

SPANISH FORK CITY CORPORATION

By: G. Wayne Andersen  
G. Wayne Andersen, Mayor

Attest and Countersign:

Kent R. Clark  
Kent Clark, City Recorder



Concurrence:

By: [Signature]  
Area Manager, Provo Area Office  
Bureau of Reclamation

STATE OF UTAH )  
 ) :ss.  
COUNTY OF UTAH )

On the 13<sup>th</sup> day of June, 2012, personally appeared before me, Calvin Crandall, 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.



[Signature]  
NOTARY PUBLIC

STATE OF UTAH )  
 ) :ss.  
COUNTY OF UTAH )

On the 29 day of March, 2012, personally appeared before me, Fred Vincent, President of East Bench Irrigation 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 Irrigation Company, and that he executed the same on behalf of East Bench Irrigation Company.



[Signature]  
NOTARY PUBLIC

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

On the 24th day of April, 2012 personally appeared before me, G. Wayne Andersen, Mayor of Spanish Fork City, and acknowledged that he has been duly authorized to execute the foregoing Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of Spanish Fork City, and that he executed the same on behalf of Spanish Fork City.

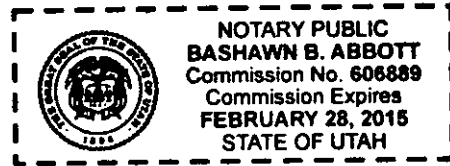


Marlo Smith  
NOTARY PUBLIC

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

On the 28th day of March, 2012 personally appeared before me Richard C. Nielsen, Superintendent of the Board of Education of Nebo School District, the Landowner in the foregoing Water Dedication Agreement regarding Strawberry Water Users Association Shares on behalf of Board of Education of Nebo School District, and acknowledges that he executed the same on behalf of the School District.

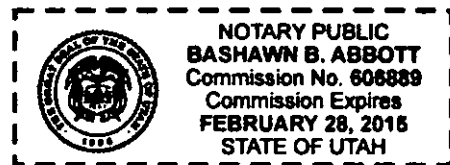
Bashawn B. Abbott  
NOTARY PUBLIC



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

On the 28th day of March, 2012 personally appeared before me Tracy D Olsen, Business Administrator of the Board of Education of Nebo School District, the Landowner in the foregoing Water Dedication Agreement regarding Strawberry Water Users Association Shares on behalf of Board of Education of Nebo School District, and acknowledges that he executed the same on behalf of the School District.

Bashawn B. Abbott  
NOTARY PUBLIC



## Exhibit A

**Serial Number:** 27:039:0379  
(East Meadows Elementary)

**Legal Description:** COM S 428.74 FT & W 15.61 FT FR E 1/4 COR. SEC. 29, T8S, R3E, SLB&M.; S 89 DEG 12' 20" W 627.8 FT; ALONG A CURVE TO L (CHORD BEARS: N 12 DEG 59' 54" W 99.19 FT, RADIUS = 230 FT) ARC LENGTH = 99.98 FEET; ALONG A CURVE TO R (CHORD BEARS: N 12 DEG 45' 39" W 101.05 FT, RADIUS = 230 FT) ARC LENGTH = 101.88 FEET; N 0 DEG 4' 15" W 465.75 FT; N 89 DEG 11' 17" E 670.87 FT; S 0 DEG 11' 8" E 661.76 FT TO BEG. AREA 10.101 AC.

**Serial Number:** 46:775:0001  
(Maple Mountain High School)

**Legal Description:** LOT 1, PLAT A, MAPLE MOUNTAIN HIGH SCHOOL SUBDV. AREA 45.610 AC.

**Serial Number:** 27:039:0209  
(Canyon View Elementary)

**Legal Description:** COM S 2704.85 FT & W 435.99 FT FR N 1/4 COR. SEC. 29, T8S, R3E, SLB&M.; S 89 DEG 26' 30" W 390.21 FT; S 0 DEG 42' 9" E 124.02 FT; S 89 DEG 18' 55" W 200 FT; S 0 DEG 42' 9" E 359.62 FT; S 89 DEG 6' 47" W 39.75 FT; S 19.9 FT; N 89 DEG 29' 51" E 803.01 FT; N 383.68 FT; W 179 FT; N 119.62 FT TO BEG. AREA 7.828 AC.

**Serial Number:** 27:039:0333  
(Canyon View Elementary)

**Legal Description:** COM S 2708.02 FT & W 826.19 FT FR N1/4 COR. SEC. 29 T8S R3E SLB&M.; S 0 DEG 42' 9" E 124.66 FT; S 89 DEG 18' 55" W 141.96 FT; N 0 DEG 42' 9" W 124.97 FT; N 89 DEG 26' 30" E 141.96 FT TO BEG. AREA 0.407 AC.

**Serial Number:** 27:039:0334  
(Canyon View Elementary)

**Legal Description:** COM S 2835.38 FT & W 1024.64 FT FR N1/4 COR. SEC. 29 T8S R3E SLB&M.; S 0 DEG 42' 9" E 359.3 FT; S 89 DEG 6' 47" W 129.77 FT; S 89 DEG 40' 19" W 12.23 FT; N 0 DEG 42' 9" W 359.67 FT; N 89 DEG 18' 55" E 142 FT TO BEG. AREA 1.172 AC.



**Serial Number: 27:023:0045**  
(Diamond Fork Junior High)

**Legal Description:** COM S 2139.73 FT & W 25.9 FT FR NE COR. SEC. 19, T8S, R3E, SLB&M.; ALONG A CURVE TO R (CHORD BEARS: N 77 DEG 1' 33" W 107.24 FT, RADIUS = 582.8 FT) ARC LENGTH = 107.39 FEET; N 71 DEG 44' 48" W 307.85 FT; ALONG A CURVE TO L (CHORD BEARS: N 80 DEG 40' 42" W 207.82 FT, RADIUS = 669.29 FT) ARC LENGTH = 208.66 FEET; N 89 DEG 36' 36" W 246 FT; N 477.83 FT; E 201.96 FT; N 221.38 FT; E 57.86 FT; N 198 FT; E 66.89 FT; S .16 FT; ALONG A CURVE TO L (CHORD BEARS: S 45 DEG 49' 23" W 21.09 FT, RADIUS = 15 FT) ARC LENGTH = 23.39 FEET; S 1 DEG 9' 49" W 119.84 FT; S 88 DEG 32' 38" E 58.68 FT; S 0 DEG 17' 0" W 66.41 FT; S 89 DEG 37' 59" E 143.9 FT; N 0 DEG 17' 0" E 98.95 FT; S 89 DEG 43' 58" E 354.2 FT; N 0 DEG 6' 58" W 99.98 FT; S 89 DEG 35' 25" E 3.37 FT; S 0 DEG 23' 56" E 656.3 FT; S 27 DEG 48' 29" W 40.32 FT; ALONG A CURVE TO L (CHORD BEARS: S 15 DEG 57' 5" W 87.83 FT, RADIUS = 156 FT) ARC LENGTH = 89.03 FEET; S 0 DEG 23' 56" E 129.25 FT; N 89 DEG 22' 29" E 13.76 FT; S 0 DEG 58' 53" E 141.33 FT TO BEG. AREA 14.828 AC.

**Serial Number: 27:022:0034**  
(Diamond Fork Junior High)

**Legal Description:** COM S 1223.68 FT & W 473.03 FT FR NE COR. SEC. 19, T8S, R3E, SLB&M.; S 0 DEG 17' 0" W 65.79 FT; N 89 DEG 37' 58" W 33 FT; N 0 DEG 17' 0" E 66.42 FT; S 88 DEG 32' 38" E 33.01 FT TO BEG. AREA 0.050 AC.

**Serial Number: 46:793:0001**  
(Sierra Bonita Elementary)

**Legal Description:** LOT 1, PLAT B, MAPLE MOUNTAIN AT SPANISH FORK SUB AREA 11.887 AC.

**Serial Number: 49:706:0001**  
(Pine View/Heaps Property)

**Legal Description:** LOT 1, PLAT A, PINE VIEW SUB AREA 12.520 AC.

**Serial Number: 47:304:0001**  
(Legacy Farms)

**Legal Description:** LOT 1, PLAT A, NEBO SCHOOL DISTRICT SUB AREA 22.851 AC.