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AGREEMENT

This Agreement entered into this 6th day of July 1988, by and between the State of Utah, acting through the BOARD OF WATER RESOURCES, sometimes referred to herein as the STATE, and the HUNTSVILLE WATERWORKS CORPORATION, a corporation, organized under the Laws of the State of Utah, sometimes referred to herein as the WATER COMPANY:

W I T N E S S E T H

THAT WHEREAS, the Utah Legislature has authorized the BOARD OF WATER RESOURCES, under Title 73-10 Utah Code Annotated, to enter into contracts for the construction of water conservation projects which, in the opinion of the Board, will best conserve and utilize the water resources of the State of Utah; and

WHEREAS, the STATE desires to promote a water conservation project, estimated to cost \$612,000.00, and to provide 85% of the project cost from the Conservation and Development Fund for construction of a secondary irrigation system for the community of Huntsville, hereinafter referred to as the PROJECT and located in Sections 11, 12, 13, and 14, T6N, R1E and Sections 7, 14, 15, 16, 17, and 18, T6N, R2E, SLB&M in Weber County, Utah; and

WHEREAS, it is the desire of the WATER COMPANY to enter into a contract with the STATE, for a consideration to be hereinafter provided, and to use the water developed by the PROJECT, and as the WATER COMPANY has the available manpower and facilities necessary to construct the PROJECT, and is ready, willing, and able to enter into a contract for such purpose;

NOW THEREFORE, the Parties hereto enter into this agreement and make the following assignments:

1. The WATER COMPANY hereby agrees to convey, grant, and warrant to the STATE, title, in fee simple as required, to the real estate upon which the structures are to be constructed; and further agrees to convey, grant, and warrant to the STATE, title to such easements and rights-of-way as shall be necessary to enable the STATE to construct, maintain, and operate the PROJECT.
2. The WATER COMPANY hereby agrees to convey, assign, and warrant to the STATE, all right, title, and interest which it has or may have, to the right to the use of the water which shall be developed or conveyed through the use of the PROJECT, and particularly the waters of the South Fork of the Ogden River described in Water Users Claim No. 35-7191 plus 220 acre-feet of Causey Reservoir water purchased from Weber Basin Water Conservancy District.

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 REC FOR: UTAH STATE OF WATER RESOURCES

3. The WATER COMPANY recognizes as valid the conveyance of easements and rights-of-way executed by various owners of the land to the STATE, and agrees that all performance by the WATER COMPANY under this contract shall be subservient to, and in recognition of, the aforesaid rights of the STATE in and to the aforesaid easements and rights-of-way.

4. The WATER COMPANY agrees to supply the necessary manpower and facilities and agrees to complete the construction of the PROJECT regardless of unforeseen contingencies, in accordance with plans, specifications, and work items, a copy of which is hereby incorporated by reference and made a part hereof.

5. The STATE agrees to pay to the WATER COMPANY Eighty-Five Percent (85%) of the total cost of constructing the PROJECT, but in no event shall the amount paid by the STATE exceed Five Hundred Twenty Thousand Dollars (\$520,000.00), and the WATER COMPANY agrees to pay all costs in excess of the amount paid by the STATE.

6. All payments made by the STATE to the WATER COMPANY under this agreement shall be made payable to HUNTSVILLE WATERWORKS CORPORATION and mailed to Phyllis Hunt, Secretary, 478 South 7600 East, Huntsville, Utah 84317, Phone: 745-3367, or such person as may hereafter be designated by the WATER COMPANY. The WATER COMPANY shall, during the construction period under this agreement, establish in a bank of its choice, a special checking account for the PROJECT, and all monies from any source to be used for payment of obligations towards the construction work shall be deposited in this special account and disbursed by check to meet the obligations of the PROJECT construction. All items of labor and equipment shall be fully accounted for, and once each month the WATER COMPANY shall send to the DIVISION OF WATER RESOURCES a photocopy of each check issued from the said special account during the month. A copy of each Bank statement shall also be provided to the DIVISION OF WATER RESOURCES.

7. It is further agreed that payment of the STATE'S share of the construction costs shall be made periodically to the WATER COMPANY upon the presentation by the WATER COMPANY to the STATE of a certified statement of the payment requirement which shall be in the nature of a partial estimate of the work completed to date by the WATER COMPANY on each work item. The WATER COMPANY shall withhold Ten Percent (10%) of each payment to the construction contractor until Fifty Percent (50%) of the work has been completed, at which time the remaining partial payments may be made in full, if the work is progressing satisfactorily. Also, whenever the work is substantially complete, the amount withheld may be further reduced. The amounts withheld as set forth hereinabove shall be deposited by the WATER COMPANY in a separate interest-bearing account, with the interest accruing to the benefit of the contractors and subcontractors on a pro rata basis according to the work performed by each. The withholdings and the interest earned thereon shall become due and payable to the said contractors and subcontractors upon satisfactory completion of the construction work under this agreement, or sub-agreements, and upon final inspection and acceptance of the work by an engineer designated by the STATE.

8. It is further agreed that the WATER COMPANY shall complete the construction of the PROJECT on or before May 1, 1989, and that title to the entire PROJECT, including all appurtenant facilities and water rights, shall immediately vest in the STATE.

9. The STATE agrees to sell, and the WATER COMPANY agrees to purchase, the land, easements, rights-of-way, water rights, the constructed works, and all appurtenant facilities acquired by the STATE in this agreement and Assignments at a total purchase price defined to be the combined total of all funds paid by the STATE for the design and the construction of the PROJECT, but not to exceed Five Hundred Twenty Thousand Dollars (\$520,000.00), plus all expense incurred by the STATE for the investigation, engineering, and inspection of the PROJECT, plus interest on this total amount at the rate of Four and One-Tenth Percent (4.1%). Interest shall accrue on the outstanding balance from the date of the first progress payment by the STATE. The actual cost of investigation, engineering, and inspection shall be determined by the STATE upon completion of the PROJECT.

10. The purchase price as defined above shall be payable over a period of approximately Twenty (20) years in annual installments of Thirty-Nine Thousand Dollars (\$39,000.00), or more, at Four and One-Tenth Percent (4.1%) interest. The first annual payment of Thirty-Nine Thousand Dollars (\$39,000.00), or more, shall be due and payable on the First Day of March 1990, and a like sum, or more, shall be due and payable on the First day of March of each and every year thereafter until the purchase price, as defined above, shall have been paid in full; said sums shall be payable at the office of the DIVISION OF WATER RESOURCES, and shall be applied first against the indebtedness incurred by the STATE for investigation, engineering, and inspection until fully paid, and then to interest and penalties and principal. Delinquent payments shall bear interest at a rate of Eighteen Percent (18%) per annum.

11. During the purchase period, the WATER COMPANY may not change the use of any PROJECT water or facilities from irrigation to industrial, municipal, or hydroelectric power generation without the written consent of the Board of Water Resources. The WATER COMPANY agrees that such consent may be conditional upon an amendment to this agreement to reflect a higher interest rate and/or a shorter repayment period for the outstanding balance due the STATE under this agreement. The terms of the amendment shall be negotiable between the Parties hereto.

12. During the period of such purchase under this contract, provided the WATER COMPANY is not delinquent in any manner, the WATER COMPANY shall have and is hereby given the right to use the STATE'S water rights, and all facilities constructed thereunder. During the life of this agreement, the WATER COMPANY agrees to assume, at the WATER COMPANY'S expense, the full and complete obligation of maintaining the constructed works, and other facilities, and of protecting all water rights, easements, and rights-of-way from forfeiture, including the payment of any fees or assessments for said water rights, easements or rights-of-way.

13. In order to secure the payment of the aforesaid purchase price, it is hereby expressly agreed that the STATE may require the WATER COMPANY to assess all outstanding shares of its stock for the full amount of any delinquencies in the aforesaid purchase installments. It is further agreed by the WATER COMPANY that it will not incur any mortgages or encumbrances, other than those already acquired by it, on any of its property, real or personal, without first securing the written consent of the STATE.

14. The WATER COMPANY hereby warrants the STATE that the construction of the PROJECT will not interfere with existing water rights. If the PROJECT herein described shall give rise to a claim, or cause of action to any holder of any water rights because of the interference with such rights by the operation of the PROJECT, then the WATER COMPANY hereby agrees to indemnify the STATE to the extent of such claim or cause of action.

15. In constructing or causing the PROJECT to be constructed, the WATER COMPANY shall comply with the provisions of the Utah Anti-Discrimination Act of 1965 and hereby agrees as follows:

(a) The WATER COMPANY will not discriminate against any employee or applicant for employment because of race, color, sex, religion, ancestry, or national origin.

(b) In all solicitations or advertisements for employees, the WATER COMPANY will state that all qualified applicants will receive consideration without regard to race, color, sex, religion, ancestry or national origin.

(c) The WATER COMPANY will send to each labor union or workers representative notices to be provided, stating the WATER COMPANY'S responsibilities under the statute.

(d) The WATER COMPANY will furnish such information and reports as requested by the Anti-Discrimination Division for the purpose of determining compliance with the statute.

(e) Failure of the WATER COMPANY to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of this contract and it shall be cancelled, terminated or suspended in whole or in part.

(f) The WATER COMPANY will include the provisions of Items (a) through (e) in every subcontract or purchase order (unless exempted under the statute or rules and regulations) so that such provisions will be binding upon such subcontractor or vendor.

16. If either party to the contract violates any of the conditions or covenants made herein, the other may give written notice of such breach or failure, and if the same shall not be cured within Ninety (90) days after such notice, the other may declare the contract forfeited and may proceed to its remedies at law for such breach.

17. The WATER COMPANY hereby agrees to indemnify and save harmless the STATE and its officers, agents, and employees from any and all liability in connection with this agreement, including any and all claims for injury or death of persons or animals, or for any property loss or damage that may arise from the construction, maintenance, or operation of the PROJECT.

18. After the WATER COMPANY shall have paid in full the purchase price, as defined above, the STATE shall execute such deeds and bills of sale as will be necessary to revest the same title to the aforesaid property and water rights in the WATER COMPANY.

19. This agreement, or any part thereof, or the benefits to be received under this agreement, may not be the subject or any assignment to any person, firm, or corporation, by the said WATER COMPANY, without first having secured the written consent of the STATE to any such proposed assignment or disposition of this agreement.

20. No covenant or condition of this contract can be waived except by the written consent of the STATE. Forbearance or indulgence by the STATE in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the WATER COMPANY, and until complete performance by the WATER COMPANY of said covenant or condition, the STATE shall be entitled to invoke any remedy available to the STATE under this contract or by law or in equity despite said forbearance or indulgence. Receipt by the STATE of a partial payment of any installment due hereunder shall be deemed to be part payment only and notwithstanding any endorsement, the STATE may accept said payment without prejudice to its right to recover the balance.

21. This agreement shall not become binding upon the STATE until it has been signed by all persons and agencies required by law, and the STATE shall not become liable to the WATER COMPANY for any commitments made by the WATER COMPANY until this agreement has been fully executed.

* * * * *

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IN WITNESS WHEREOF, the State of Utah, acting through the BOARD OF WATER RESOURCES, has caused these presents to be signed by the Chairman and Director of the said BOARD OF WATER RESOURCES by authority of a resolution of said Board; and the HUNTSVILLE WATERWORKS CORPORATION, has caused these presents to be signed and executed on its behalf by Richard L. Creamer, its President, and Phyllis Hunt, its Secretary, by authority of a resolution of its Stockholders at a meeting held MARCH 23, 1988.

LEON SORRESEN

HUNTSVILLE WATERWORKS CORPORATION

Richard L. Creamer
President

Leon Sorresen
Secretary VICE PRESIDENT

87-0455825
Employer Identification No.

BOARD OF WATER RESOURCES

Wayne M. Winegar
Chairman

D. Larry Anderson
Director

AVAILABILITY OF FUNDS:

[Signature]
Division Budget/Accounting

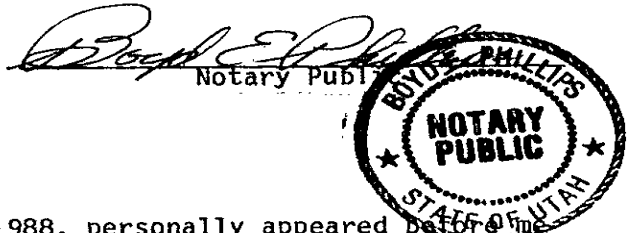
APPROVED: DEPARTMENT OF FINANCE

[Signature]
for Director of Finance

STATE OF UTAH)
County of Salt Lake)ss

On the 17th day of MAY, 1988, personally appeared before me Wayne M. Winegar and D. Larry Anderson, who being duly sworn did say that they are respectively the Chairman and Director of the BOARD OF WATER RESOURCES, and that they signed the foregoing instrument in behalf of the said BOARD by authority of a resolution of said BOARD, and they also acknowledged to me that the said BOARD executed the same.

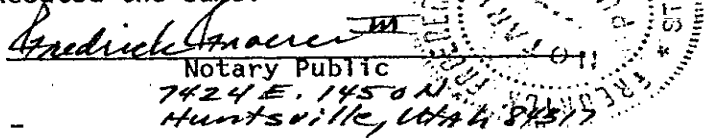
My Commission Expires: May 19, 1988



STATE OF UTAH)
County of Weber)ss

On the 6th day of July, 1988, personally appeared before me Richard L. Creamer and Phyllis Hunt, who being duly sworn did say that they are respectively the President and Secretary of the HUNTSVILLE WATERWORKS CORPORATION and that they signed the foregoing instrument in behalf of said Corporation by authority of a resolution of its Stockholders, and they also acknowledged to me that said Corporation executed the same.

My Commission Expires: Nov. 8, 1988



CERTIFICATE AND ACKNOWLEDGMENT

STATE OF UTAH)
) ss:
COUNTY OF WEBER)

Comes now Allen Thompson, who being first duly sworn upon oath deposes and says: that Allen Thompson is the duly qualified Acting Secretary of the HUNTSVILLE WATERWORKS CORP., a corporation organized under the laws of the State of Utah; that on the 23 day of March, 1988, a meeting of the STOCKHOLDERS of the aforesaid corporation was held at Huntsville, Utah, which meeting was held in the manner required by law and after due notice had been given to the aforesaid STOCKHOLDERS in the manner prescribed by law; that at such meeting 64% percent of the total shares of stock in this corporation were represented and that the following resolution was made, seconded and passed by 92% percent of the company stock represented at the meeting.

RESOLUTION

IT IS HEREBY RESOLVED the Richard L. Creamer, President, and Phyllis Hunt, Secretary, acting on behalf of the HUNTSVILLE WATERWORKS CORP., are hereby authorized to enter into an agreement with the TOWN OF HUNTSVILLE to allow said Town to operate, maintain, and manage any secondary water irrigation system of the Corporation. The terms and conditions of any agreement shall be approved by the Board of Trustees of this Corporation without further approval of the shareholders.

FURTHER, the Bylaws of the Corporation are hereby amended by the addition of the following Section 3., under Article VII:

Section 3. Contract to Operate, Maintain and Manage Secondary Water System. The Corporation is hereby authorized, subject to approval of the Board of Trustees, to contract with the TOWN OF HUNTSVILLE, to operate, maintain, and manage any secondary irrigation system of the Corporation on all reasonable terms and conditions.

Acting Allen Thompson
Secretary

STATE OF UTAH)
) ss:
COUNTY OF WEBER)

E# 1406849 BK1806 PG2945

On this 5th day of July, 1988, appeared before me Allen Thompson who is personally known to me to be the Acting Secretary of the HUNTSVILLE WATERWORKS CORP., and who did acknowledge to me under oath that Allen Thompson executed the aforesaid document entitled "Certification and Acknowledgment" on behalf of said corporation.

My commission expires:

April 21, 1992

Donald W. Engstrom
Notary Public
Residing at: Huntsville, Utah

CERTIFICATION AND ACKNOWLEDGEMENT

STATE OF UTAH)
) ss:
COUNTY OF WEBER)

Comes now Allen Thompson, who being first duly sworn upon oath deposes and says: that Allen Thompson is the duly qualified acting Secretary of the HUNTSVILLE WATERWORKS CORP., a corporation organized under the laws of the State of Utah; that on the 23 day of March, 1988, a meeting of the STOCKHOLDERS of the aforesaid corporation was held at Huntsville, Utah, which meeting was held in the manner required by law and after due notice had been given to the aforesaid STOCKHOLDERS in the manner prescribed by law; that at such meeting 64% percent of the total shares of stock in this corporation were represented and that the following resolution was made, seconded and passed by 91% percent of the company stock represented at the meeting.

R E S O L U T I O N

IT IS HEREBY RESOLVED that the Bylaws of the Corporation be and the same are hereby amended by the addition of the following Section 7, under Article VI:

Section 7. Purchase of Connections on Pressurized System. The Corporation is authorized to sell or lease or contract to provide water connections on any pressurized system of the Corporation to anyone within the boundaries of the Corporation's service area.

acting Allen Thompson
Secretary

STATE OF UTAH)
) ss:
COUNTY OF WEBER)

On this 5 day of July, 1988, appeared before me Allen Thompson who is personally known to me to be the acting Secretary of the HUNTSVILLE WATERWORKS CORP., and who did acknowledge to me under oath that Allen Thompson executed the aforesaid document entitled "Certification and Acknowledgment" on behalf of said corporation.

My commission expires:

April 21, 1992

Donald McElroy
Notary Public
Residing at:
Huntsville, Utah