

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

ENT68622:2022 PG 1 of 6
Andrea Allen
Utah County Recorder
2022 Jun 08 01:57 PM FEE 114.00 BY TM
RECORDED FOR Strawberry Water
ELECTRONICALLY RECORDED

Name: Miner Property Investments, LLC
Tax I.D. No(s)68:031:0001 through 68:031:0047

SWUA Account No:
Water Serial #(s): 1526.001, 1647.001 and 1647.002

**WATER DEDICATION AGREEMENT
AMONG
STRAWBERRY WATER USERS ASSOCIATION,
EAST BENCH CANAL COMPANY,
AND
MINER PROPERTY INVESTMENTS, LLC**

LANDOWNER WARRANTIES AND REPRESENTATIONS

MINER PROPERTY INVESTMENTS, LLC (Landowner), residing at **742 W Triple Crown Dr. Mapleton, UT 84664**, 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): LOT 1, PLAT A, HAYMAKER SUB AREA 0.259 AC

LOT 2, PLAT A, HAYMAKER SUB AREA 0.241 AC.
LOT 3, PLAT A, HAYMAKER SUB AREA 0.244 AC.
LOT 4, PLAT A, HAYMAKER SUB AREA 0.247 AC.
LOT 5, PLAT A, HAYMAKER SUB AREA 0.259 AC.
LOT 6, PLAT A, HAYMAKER SUB AREA 0.260 AC.
LOT 7, PLAT A, HAYMAKER SUB AREA 0.262 AC.
LOT 8, PLAT A, HAYMAKER SUB AREA 0.262 AC.
LOT 9, PLAT A, HAYMAKER SUB AREA 0.262 AC.
LOT 10, PLAT A, HAYMAKER SUB AREA 0.260 AC.
LOT 11, PLAT A, HAYMAKER SUB AREA 0.218 AC.
LOT 12, PLAT A, HAYMAKER SUB AREA 0.352 AC.
LOT 13, PLAT A, HAYMAKER SUB AREA 0.299 AC.
LOT 14, PLAT A, HAYMAKER SUB AREA 0.336 AC.
LOT 15, PLAT A, HAYMAKER SUB AREA 0.358 AC.
LOT 16, PLAT A, HAYMAKER SUB AREA 0.342 AC.
LOT 17, PLAT A, HAYMAKER SUB AREA 0.248 AC.
LOT 18, PLAT A, HAYMAKER SUB AREA 0.243 AC.
LOT 19, PLAT A, HAYMAKER SUB AREA 0.245 AC.
LOT 20, PLAT A, HAYMAKER SUB AREA 0.262 AC.
LOT 21, PLAT A, HAYMAKER SUB AREA 0.265 AC.
LOT 22, PLAT A, HAYMAKER SUB AREA 0.268 AC.
LOT 23, PLAT A, HAYMAKER SUB AREA 0.271 AC.

LOT 24, PLAT A, HAYMAKER SUB AREA 0.274 AC.
 LOT 25, PLAT A, HAYMAKER SUB AREA 0.261 AC.
 LOT 26, PLAT A, HAYMAKER SUB AREA 0.311 AC.
 LOT 27, PLAT A, HAYMAKER SUB AREA 0.322 AC.
 LOT 28, PLAT A, HAYMAKER SUB AREA 0.323 AC.
 LOT 29, PLAT A, HAYMAKER SUB AREA 0.319 AC.
 LOT 30, PLAT A, HAYMAKER SUB AREA 0.355 AC.
 LOT 31, PLAT A, HAYMAKER SUB AREA 0.355 AC.
 LOT 32, PLAT A, HAYMAKER SUB AREA 0.355 AC.
 LOT 33, PLAT A, HAYMAKER SUB AREA 0.355 AC.
 LOT 34, PLAT A, HAYMAKER SUB AREA 0.290 AC.
 LOT 35, PLAT A, HAYMAKER SUB AREA 0.291 AC.
 LOT 36, PLAT A, HAYMAKER SUB AREA 0.290 AC.
 LOT 37, PLAT A, HAYMAKER SUB AREA 0.297 AC.
 LOT 38, PLAT A, HAYMAKER SUB AREA 0.298 AC.
 LOT 39, PLAT A, HAYMAKER SUB AREA 0.297 AC.
 LOT 40, PLAT A, HAYMAKER SUB AREA 0.355 AC.
 LOT 41, PLAT A, HAYMAKER SUB AREA 0.355 AC.
 LOT 42, PLAT A, HAYMAKER SUB AREA 0.355 AC.
 LOT 43, PLAT A, HAYMAKER SUB AREA 0.377 AC.
 LOT 44, PLAT A, HAYMAKER SUB AREA 0.377 AC.
 LOT 45, PLAT A, HAYMAKER SUB AREA 0.355 AC.
 LOT 46, PLAT A, HAYMAKER SUB AREA 0.355 AC.
 LOT 47, PLAT A, HAYMAKER SUB AREA 0.355 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 **46.00** shares of Strawberry Water Users Association (Association) Class S stock, Water Serial Number **1526.001, 1647.001 and 1647.002** (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 CANAL 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 the Subject Water Right Application entitles 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 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 Articles, Bylaws, policy and contracts. Landowner agrees that no such transfer may occur without the prior written consent of the Company, which the Company is not obligated to give.
 - c. **Right to Seek Approval for Water Exchanges**
 The Company 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 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.
3. **Perpetual Right to Receive and Pay Assessments, Receive Notice, Delivery.**
 - a. Landowner grants and assigns to the Company 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 and assigns to the Company 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 and assigns to the Company 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.

4. Company Obligations

- a. The Company will take steps that are determined by the Company to be reasonable and practicable, and in the best interest of the Company and its shareholders, to deliver the SVP water available under the Subject Water Right Application to the Subject Land. Landowner acknowledges the Company may not be successful in accomplishing this goal, and that the Company makes no warranties that it will be successful in accomplishing this goal. ~~Until the SVP water available under the Subject Water Right Application to the Subject Land the Company has the right to provide such SVP water for the use of others, with compensating Landowner.~~
- b. Landowner agrees the Company may require Landowner to execute an additional agreement or agreements to pay the development, operation, maintenance, repair or replacement charges as are determined by the Company to be fair and reasonable, as a precondition to the delivery of SVP water to the Subject Land.
- c. Company will resolve any and all delinquencies associated with the Subject Association Shares and Subject Water Right Application.


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 governing body or member action, and that the Parties and their successors and assigns are bound hereby. All rights and 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 of May, 2022.

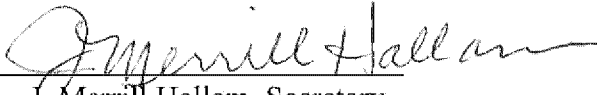
LANDOWNER:

By: 
MINER PROPERTY INVESTMENTS, LLC

STRAWBERRY WATER USERS ASSOCIATION

By: 
Lynn Swenson, President

EAST BENCH CANAL COMPANY:

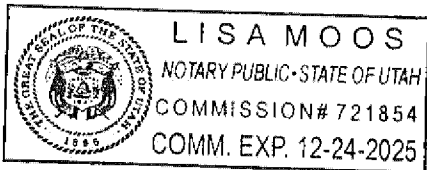
By: 
J. Merrill Hallam, Secretary


Concurrence:

By: 
Area Manager, Provo Area Office
Bureau of Reclamation

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

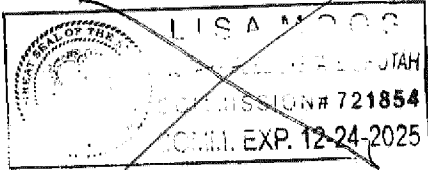
On the 11th day of May, 2022 personally appeared before me, Lynn Swenson, President of Strawberry Water Users Association, and acknowledged that he has been duly authorized to execute the foregoing Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of Strawberry Water Users Association, and that he executed the same on behalf of Strawberry Water Users Association.



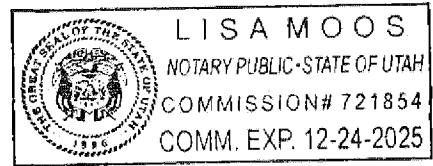

NOTARY PUBLIC

STATE OF UTAH)
)SS.
COUNTY OF UTAH)

On the 12th day of May, 2022, personally appeared before me, J. Merrill Hallam Secretary 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.

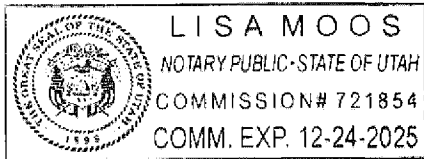


[Signature]
NOTARY PUBLIC



STATE OF UTAH) SS
COUNTY OF UTAH)

On the 12th day of May, 2022, personally appeared before me Mike Miner and who by me duly sworn, did say that he/she is the owner and that said document was signed by him/her in behalf of Miner Property Investments, LLC, the Grantors of this document, signers of the within instrument who duly acknowledged to me that he executed the same.



[Signature]
Notary Public