

RECEIVED ENTRY NO. 22038 DATE 5-12-89 TIME 8:40 AM OK A181 PAGE 427-429  
RECORDED AT REQUEST OF Ray E. Nash  
Cassidy, Nelsen DUCHESNE COUNTY RECORDER 319 W 1005 #A DEPUTY  
APR 17 1990 Ureval, Utah 84078

A G R E E M E N T

WATER RIGHTS

SALT LAKE'S AGREEMENT is made and entered into this 28<sup>th</sup> day of April, 1989, by and between R. W. Young and Nelda Young, his wife, of Fruitland, Utah, hereinafter known as Youngs and the Fruitland Water Improvement District, a political subdivision of the State of Utah, hereinafter known as Fruitland.

W I T N E S S E T H

Whereas, the Youngs own certain water rights and rights to appropriate water which are more specifically described herein below; and,

Whereas, Fruitland is a Water Improvement District presently engaged in the construction and acquisition of water rights for culinary water system for the Fruitland area; and,

Whereas, Youngs have heretofore given Fruitland an option to procure by purchase certain quantities of water or water rights that they own and claim, the same to be appropriated and used in a pipeline system for culinary purposes for the residents of the Fruitland Water Improvement District; and,

Whereas, the parties are now desirous of executing an agreement in accordance with terms of the option.

NOW, THEREFORE, it is mutually agreed as follows:

1. Youngs do hereby sell and convey and transfer to Fruitland the quantity of 150 acre feet of water annually and the same to be diverted at the rate of not to exceed 1 cubic foot per second from the water rights owned by the Youngs which are and also Water Users claim #1206. represented by Water Users claim #1639/ Said water users claim

R. W. Young  
Nelda Young

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is further represented by Application Number 856 in the State Engineer's Office and Certificate Number 158 with a priority date of April 7, 1906.

2. Payment. For the above water right, Fruitland will pay to Youngs the sum of \$50,000.00, such sum to be paid upon approval and receipt of construction loan funds for the construction of the pipeline project for which Fruitland has made application. The same to be paid in lawful money of the United States.

3. The Youngs do hereby appoint and constitute the Fruitland Water Improvement District their attorney in fact with authority to make such applications for change and place of use and change of place of diversion as may be necessary in order to transfer the net right above mentioned to the buyer.

4. It is hereby agreed to and with the parties hereto that Youngs shall have the right to use said water upon the premises of theirs covered by the above application for the current crop year and for such further time as may be necessary until such time as Fruitland's point of diversion is constructed at which time the use will be in Fruitland.

5. It is recognized and acknowledged by Fruitland as well as by Youngs that this right shall be subject to any prior rights that might exist, but they represent that this right has a 1906 priority as established by the Utah State Engineer's Office.

IN WITNESS WHEREOF, the parties have hereunto set their

hands the date above first mentioned.

CONCURRENCE

We concur and agree to this contract as hereinabove set forth:

William R. Young

R. W. Young  
R. W. YOUNG - Seller

Nelda Young  
NELDA YOUNG - Seller

FRUITLAND WATER IMPROVEMENT DISTRICT

By: Jimmy Forakis  
Jimmy Forakis  
Chairman of the Board

ATTEST:

Vern Roberts

STATE OF UTAH )  
                  )  
County of Uintah )

On the 28 day of April, 1989, personally appeared before me R. W. Young, Nelda Young, and Jimmy Forakis, Chairman of the Board of Trustees of Fruitland Water Improvement District, who, being duly sworn, did say, that they are the signers of the within instrument, who duly acknowledged to me that they executed the same and had authority to do so.

Alex Peabron  
Notary Public for the State of Utah  
Residing at: Duchesne Utah

My Commission expires: 11-16-90  
NOTARY PUBLIC