

28 July 2008

TO: GREG NELSON  
FAX: 1-801-737-3803 / 755-1550  
208 ROSE ANN CIRCLE  
PLEASANT VIEW, UTAH 84414

From: W.C. SNEEDON  
3974 NO. 800W.  
OGDEN, UTAH 84414  
(801) 721-0021

SUBJECT: PINE CANYON DITCH COMPANY

NOTE: WEBER COUNTY PLANNING

- 1) SHOWN 399-8791
- 2) WHEN PINE CANYON DRIES UP  
WATER REVERTS TO SPRING  
MTRN SUPPLY LINE
- 3) NO NATURAL DRAINAGES FOR  
EITHER CATCH BASIN.

12 JULY 2008

TO: PINE CANYON DITCH COMPANY

ATTN: GEORGE HENDERSON

SUBJECT : PROXY AUTHORITY

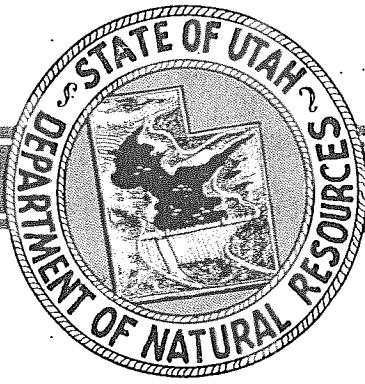
PROXY AUTHORITY TO VOTE ALL SHARES G.S. ENTERPRISES HOLDS IN  
THE PINE DITCH IRRIGATION COMPANY IS GIVEN TO LYNN CRAMER UNTIL  
WRITTEN REVOCATION OF THIS AUTHORITY IS GIVEN TO YOU.

BEST REGARDS,



WILLIAM SNEDDON

d.b.a. G.S. ENTERPRISES



## DIVISION OF WATER RESOURCES

DANIEL F. LAWRENCE  
*Director*  
BERT A. PAGE  
*Controller*

435 State Capitol  
SALT LAKE CITY, UTAH 84114  
Tel: 328-5401

EDWIN B. HAYCOCK  
*Planning Director*  
RAY H. ZENGER  
*Development Director*

April 7, 1969

Pine Canyon Ditch Company  
c/o Mr. Clarence Chard  
Secretary  
Liberty, Utah 84310

Gentlemen:

Agreement entered into under date of January 13, 1961, by and between the State of Utah, acting through the Utah Water and Power Board and Pine Canyon Ditch Company for construction of a pipeline and appurtenant facilities for the conservation of water, has been fully performed and all payments due the State under the Agreement have been paid by Pine Canyon Ditch Company. By the terms of said Agreement title to the project shall now vest in Pine Canyon Ditch Company.

Herewith is an engrossed copy of Senate Resolution No. 7 by the Senate of the Thirty-eighth Legislature consenting to assignment and conveyance to revert title of the aforesaid project in Pine Canyon Ditch Company, and a Transfer and Conveyance of Title which, when recorded with the County Recorder of Weber County, will revert title of the project in Pine Canyon Ditch Company.

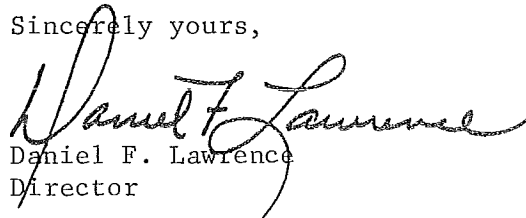
It is important that the Transfer and Conveyance of Title be recorded to complete the transfer of rights and property and to impart notice to all persons of its contents. Failure to record as provided by law will void the document as against any subsequent purchaser in good faith and for a consideration for the same rights and property or any portion thereof where his own document shall be first duly recorded.

Pine Canyon Ditch Company  
Pg. 2  
April 7, 1969

Kindly request the County Recorder to furnish the Board of Water Resources, 435 State Capitol, Salt Lake City, Utah 84114, a certified copy of the Transfer and Conveyance of Title. The copy will be attached to the contract file in this office to show transfer of title completed.

The certified copy of the document is to be furnished by the County Recorder without the payment of the usual fee as provided by exemption in Section 21-7-2, Utah Code Annotated, 1953.

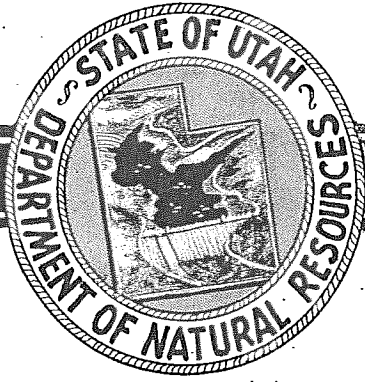
Sincerely yours,



Daniel F. Lawrence  
Director

RJM:aw

Enc.: Senate Resolution No. 7  
Transfer and Conveyance



## DIVISION OF WATER RESOURCES

DANIEL F. LAWRENCE  
*Director*  
BERT A. PAGE  
*Controller*

435 State Capitol  
SALT LAKE CITY, UTAH 84114  
Tel: 328-5401

EDWIN B. HAYCOCK  
*Planning Director*  
RAY H. ZENGER  
*Development Director*

June 11, 1969

Pine Canyon Ditch Company  
c/o Mr. Clarence Chard, Secretary  
Liberty, Utah 84310

Gentlemen:

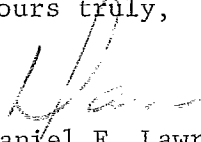
Under date of April 7, 1969, your water company was furnished an engrossed copy of Senate Resolution No. 7 by the Senate of the Thirty-eighth Legislature consenting to assignment and conveyance to revert title of a concrete pipeline and appurtenant facilities for the conservation of water in Pine Canyon Ditch Company; and a copy of a Transfer and Conveyance which, when recorded with the County Recorder of Weber County, will revert title in the water company.

It was requested that you request the County Recorder of Weber County to furnish the Board of Water Resources, 435 State Capitol, Salt Lake City, Utah 84114, a certified copy of the Transfer and Conveyance as recorded. To date the certified copy has not been received.

The Transfer and Conveyance must be recorded with the County Recorder of Weber County to complete the transfer of property and rights and execute the terms of the agreement entered into January 13, 1961, between the Utah Water and Power Board and your water company.

It will be appreciated if you will record the Transfer and Conveyance with the County Recorder of Weber County and request the County Recorder to furnish the Board of Water Resources a certified copy as recorded.

Yours truly,

  
Daniel F. Lawrence  
Director

RJM:sa

cc Pine Canyon Ditch Company  
Mr. Lyle J. Chard, President  
Liberty, Utah 84310



## DIVISION OF WATER RESOURCES

DANIEL F. LAWRENCE  
*Director*  
BERT A. PAGE  
*Controller*

435 State Capitol  
SALT LAKE CITY, UTAH 84114  
Tel: 328-5401

EDWIN B. HAYCOCK  
*Planning Director*  
RAY H. ZENGER  
*Development Director*

April 7, 1969

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c/o Mr. Clarence Chard  
Secretary  
Liberty, Utah 84310

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Agreement entered into under date of January 13, 1961, by and between the State of Utah, acting through the Utah Water and Power Board and Pine Canyon Ditch Company for construction of a pipeline and appurtenant facilities for the conservation of water, has been fully performed and all payments due the State under the Agreement have been paid by Pine Canyon Ditch Company. By the terms of said Agreement title to the project shall now vest in Pine Canyon Ditch Company.

Herewith is an engrossed copy of Senate Resolution No. 7 by the Senate of the Thirty-eighth Legislature consenting to assignment and conveyance to revest title of the aforesaid project in Pine Canyon Ditch Company, and a Transfer and Conveyance of Title which, when recorded with the County Recorder of Weber County, will revest title of the project in Pine Canyon Ditch Company.

It is important that the Transfer and Conveyance of Title be recorded to complete the transfer of rights and property and to impart notice to all persons of its contents. Failure to record as provided by law will void the document as against any subsequent purchaser in good faith and for a consideration for the same rights and property or any portion thereof where his own document shall be first duly recorded.

Pine Canyon Ditch Company

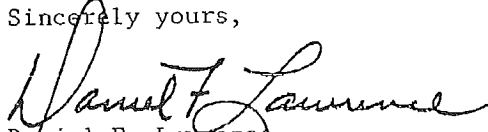
Pg. 2

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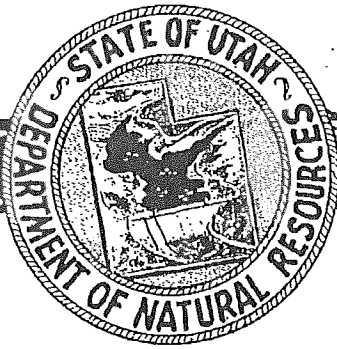
Sincerely yours,



Daniel F. Lawrence  
Director

RJM:aw

Enc.: Senate Resolution No. 7  
Transfer and Conveyance



## DIVISION OF WATER RESOURCES

DANIEL F. LAWRENCE  
*Director*  
BERT A. PAGE  
*Controller*

435 State Capitol  
SALT LAKE CITY, UTAH 84114  
Tel: 328-5401

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*Planning Director*  
RAY H. ZENGER  
*Development Director*

June 11, 1969

Pine Canyon Ditch Company  
c/o Mr. Clarence Chard, Secretary  
Liberty, Utah 84310

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Under date of April 7, 1969, your water company was furnished an engrossed copy of Senate Resolution No. 7 by the Senate of the Thirty-eighth Legislature consenting to assignment and conveyance to revert title of a concrete pipeline and appurtenant facilities for the conservation of water in Pine Canyon Ditch Company; and a copy of a Transfer and Conveyance which, when recorded with the County Recorder of Weber County, will revert title in the water company.

It was requested that you request the County Recorder of Weber County to furnish the Board of Water Resources, 435 State Capitol, Salt Lake City, Utah 84114, a certified copy of the Transfer and Conveyance as recorded. To date the certified copy has not been received.

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It will be appreciated if you will record the Transfer and Conveyance with the County Recorder of Weber County and request the County Recorder to furnish the Board of Water Resources a certified copy as recorded.

Yours truly,

Daniel F. Lawrence  
Director

RJM:sa

cc Pine Canyon Ditch Company  
Mr. Lyle J. Chard, President  
Liberty, Utah 84310



No. \_\_\_\_\_

## ENTERPRISE WORKING AGREEMENT

Between

THE OGDEN VALLEY SOIL CONSERVATION DISTRICT, STATE OF UTAH, referred to below as the "District" and the PINE CANYON DITCH CO referred to below as the "Enterprise."

## Purpose

The purpose of this agreement is to coordinate the activities and efficiently use the resources of the two parties in carrying on irrigation or drainage work in the interest of soil conservation, erosion and wise land use within that part of the "Enterprise" which is within the boundaries of the District,

To further this purpose:

## A. THE DISTRICT WILL:

1. Furnish technical assistance and supervision, materials, equipment, and labor as specified in the attached operations plan (hereinafter referred to as the "Plan") to the extent that such technical assistance, materials, equipment, and labor are available to the District at the time they are to be furnished.

## B. THE ENTERPRISE WILL:

1. Provide necessary rights-of-way and satisfy legal requirements to carry out properly the operations contemplated in the attached plan.
2. Encourage the adoption of soil conservation and erosion control measures in furtherance of the District Work Program and Plan in the territory surrounding the lands owned or controlled by the Enterprise.
3. Do the things the plan indicates it will do including the furnishing of equipment, operation and repair thereof, materials, supplies, labor, and services necessary to do those things.
4. Maintain in a manner satisfactory to the District Governing Body all measures and structures undertaken or constructed by either the Enterprise or the District in accordance with the provisions of the Plan.
5. Use any materials, equipment, or labor furnished by the District in the manner specified in the Plan.

## C. IT IS MUTUALLY AGREED THAT:

1. The attached plan may be changed at any time by the consent of both parties. Such changes may be brought about in order to make the Plan current or to cover work on additional land.
2. Neither the District nor the Enterprise shall be liable for any damage to the other's property resulting from the carrying out of the Plan, except

CONSERVATION PLAN  
for  
PINE CANYON DITCH COMPANY

The objectives of the plan are:

1. To improve the irrigation water supply system and distribution methods to the practical extent necessary to insure equitable and efficient water distribution to individual stockholders.
2. To encourage each stockholder to become a cooperater with the Ogden Valley Soil Conservation District and develop a conservation plan for his individual farm and apply conservation measures necessary to accomplish conservation of his soil and water resources.

To accomplish objective No. 1, the following will be done:

1. Construct new diversion in Pine Canyon.
2. Construct 3,000 linear feet of pipeline from the new diversion to a reservoir on Winston Calders.

To accomplish objective No. 2, it is planned to:

1. Inform stockholders of the purpose and function of the Ogden Valley Soil Conservation District.

The mutual objectives of the Pine Canyon Ditch Company and the Ogden Valley Soil Conservation District are:

1. To jointly review maintenance needs and work planned for the coming year.

## EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, C. Taylor Burton and wife Hilda H. Burton of 1812 Millbrook Road, Salt Lake City, Utah, Grantors, do hereby grant unto Pine Canyon Ditch Company of Liberty, Utah, Grantee, its successors and assigns, an easement in, over and upon the following described land situated in the County of Weber, State of Utah, to-wit:

Beginning at a point approximately 3930 feet South and 2175 feet East of the Northwest (NW) corner of Section 29, Township 7 North (T.7N.) Range 1 East (R.1E.) Salt Lake Base and Meridian (S.L.B.M.); thence S21°15'E 32.2 feet, thence S5°27'E 109.5 feet, thence S12°44'W 157.4 feet, thence S21°12'E 82.9 feet, thence S01°03'E 92.6 feet, thence S23°22'W 115.0 feet, thence S43°37'W 72.6 feet, thence S25°40' E 77.8 feet, thence S14°34'W 175.2 feet, thence S8°57'E 223.1 feet, thence S25°10'E 171.8 feet, thence S18°56'E 180.7 feet, thence S3°37'E 139.1 feet, thence S3°37'W 130.5 feet, thence S11°32'W 113.4 feet, thence S32°32'E 167.6 feet, thence S3°39'E 172.6 feet, thence S3°46'W 85.7 feet, thence S12°53'E 260.3 feet, including 20 feet on the left and 20 feet on the right. Area further described as being in the SE¼ of the SW¼ of Section 29, and the NE¼ of the NW¼ of Section 32, T.7N., R.1E., S.L.B.M. Described area being approximately 2.35 acres.

For the purposes of installation, operation, maintenance and inspection of a concrete irrigation pipeline with a reinforced concrete inlet diversion, junction box and outlet box;

Provided as follows:

1. In the event construction on the above described works of improvement is not commenced within twelve (12) months from the date hereof, the rights and privileges herein granted shall at once, without notice or demand, revert to and become the property of the Grantors, their heirs and assigns, and this easement shall be null, void and of no further force or effect.
2. This easement includes the right of ingress and egress at any reasonable time over and upon the above described land of the Grantors for the purposes as indicated above.
3. There is reserved to the Grantors, their heirs and assigns, the right and privilege to use the above described land at any time, in any manner and for any purpose so long as the right of egress or ingress granted herein is maintained.
4. The Grantee is responsible for operating and maintaining the above described works of improvement in good and serviceable condition. Should the Grantee, its successors or assigns, neglect or abandon said improvement or in any other way by word or act manifest lack of interest therein, then this easement shall become null and void and the rights granted herein shall revert to the Grantors.

EASEMENT - 2

5. As a condition subsequent to this easement Grantee agrees to construct and install said pipeline according to acceptable engineering standards, to properly backfill all excavations, to clear and remove all debris resulting from said construction whether left on the premises described herein or any other premises belonging to Grantors, and upon completion of said installation to furnish a licensed engineer's survey and certificate showing and certifying that the pipeline and appurtenances thereto are located within the description contained herein, said certificate to be amended and appended hereto. Grantee further agrees, upon completion of said installation, to level and plant said described premises with grass pasture mix as prescribed by the Soil Conservation Service and to replace said cover in the event of any future excavation.

6. Grantee hereby acknowledges the right of Grantor to use the full flow of said irrigation pipeline for two (2) days of twenty four (24) hours each in each irrigation season and for this purpose agrees as a condition subsequent hereto to furnish and install a gate or other suitable diversion device at a point along said pipeline to be determined by Grantors.

7. The Grantee shall at all times protect, indemnify, and save harmless the Grantors from any and all claims, demands, judgments, costs, expenses and all damage of every kind and nature made, rendered or incurred by Grantee arising out of the use, construction, maintenance, operation, repair, extension, existence, use or removal of said irrigation pipeline or the exercise of any other rights granted herein.

BOOK 659 PAGE 570

EASEMENT - 3

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances there-to belonging or in anywise appertaining, unto the Grantee, its successors and assigns, forever.

In WITNESS WHEREOF the Grantor has executed this instrument on the 24<sup>TH</sup> day of August, 1960.

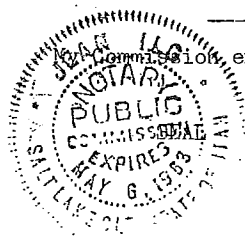
[Signature]  
(Signature of Grantor)

[Signature]  
(Signature of Grantor)

Subscribed and sworn to before me this 24<sup>th</sup> day of August, 1960.

[Signature]  
(Notary Public)

Residing at Saex Lake City  
Utah



Commission expires 5/6/63

344004

STATE OF UTAH ) ss  
COUNTY OF WEBER )  
FILED AND RECORDED FOR  
Gene Canyon Hitch Co.  
OCT 13 10 33 AM '60  
IN BOOK 659 OF RECORD  
PAGE 568-570  
RUTH EAMES OLSEN  
COUNTY RECORDER

4.50

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Compared  Page

Drene H. Clark

DEED OF WATER RIGHT

The PINE CANYON DITCH COMPANY, a Corporation of Weber County, Utah, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, warrant, and convey to the State of Utah, acting through the UTAH WATER AND POWER BOARD, its heirs, administrators, successors, and assigns, the following Water Right:

Water Right No. 237 as granted in the Ogden River Decree, case no. 7487 in the Second District Court of Utah, Weber County; being the Right granted to the Holmes and Berrett Ditch with a flow of 4.16 cfs.

WITNESS the hand of the Grantor this 11 day of Jan 1961.

Sec 29  
T7N R1E

Signed Lysle Chard  
President

Attested Clarence Chard  
Secretary

STATE OF UTAH    §  
                  :        ss  
County           §

On the 11<sup>th</sup> day of Jan, 1961, personally appeared before me Lysle Chard and Clarence Chard, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the Pine Canyon Ditch Company, and that the said instrument was signed in behalf of said corporation by authority of a resolution of its stockholders, and said Lysle Chard and Clarence Chard acknowledged to me that said corporation executed the same.

M. A. Anderson  
NOTARY PUBLIC

Residing at Salt Lake City, Utah

EASEMENT TO USE IRRIGATION SYSTEM

The PINE CANYON DITCH COMPANY, a Utah Corporation, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, convey, and warrant to the State of Utah, acting through the UTAH WATER AND POWER BOARD, Grantee, an easement to the full use of the Pine Canyon Ditch Company's distribution system located in Weber County, Sections 29 and 32, T7N, R1E, SLB&M.

WITNESS the hand of the Grantor this 11 day of Jan 1961.

PINE CANYON DITCH COMPANY

By: Lysle Chard  
Lysle Chard, President

STATE OF UTAH            :            :  
                                   :            : ss  
County of                :            :

On this 11 day of Jan 1961, personally appeared before me, Lysle Chard, who being by me duly sworn did say that he is the President of the Pine Canyon Ditch Company and that said instrument was signed in behalf of said corporation by authority of its by-laws and a resolution of its shareholders, and said Lysle Chard acknowledged to us that said corporation executed the same.

M. Ostrin  
NOTARY PUBLIC

Residing at: Salt Lake City, UT

BOOK 659 PAGE 568

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, C. Taylor Burton and wife Hilda H. Burton of 1812 Millbrook Road, Salt Lake City, Utah, Grantors, do hereby grant unto Pine Canyon Ditch Company of Liberty, Utah, Grantee, its successors and assigns, an easement in, over and upon the following described land situated in the County of Weber, State of Utah, to-wit:

Beginning at a point approximately 3930 feet South and 2175 feet East of the Northwest (NW) corner of Section 29, Township 7 North (T.7N.) Range 1 East (R.1E.) Salt Lake Base and Meridian (S.L.B.M.); thence S21°15'E 32.2 feet, thence S5°27'E 109.5 feet, thence S12°44'W 157.4 feet, thence S21°12'E 82.9 feet, thence S01°03'E 92.6 feet, thence S23°22'W 115.0 feet, thence S43°37'W 72.6 feet, thence S25°40' E 77.8 feet, thence S14°34'W 175.2 feet, thence S8°57'E 223.1 feet, thence S25°10'E 171.8 feet, thence S18°56'E 180.7 feet, thence S3°37'E 139.1 feet, thence S3°37'W 130.5 feet, thence S11°32'W 113.4 feet, thence S32°32'E 167.6 feet, thence S3°39'E 172.6 feet, thence S3°46'W 85.7 feet, thence S12°53'E 260.3 feet, including 20 feet on the left and 20 feet on the right. Area further described as being in the SE¼ of the SW¼ of Section 29, and the NE¼ of the NW¼ of Section 32, T.7N., R.1E., S.L.B.M. Described area being approximately 2.35 acres.

For the purposes of installation, operation, maintenance and inspection of a concrete irrigation pipeline with a reinforced concrete inlet diversion, junction box and outlet box;

Provided as follows:

1. In the event construction on the above described works of improvement is not commenced within twelve (12) months from the date hereof, the rights and privileges herein granted shall at once, without notice or demand, revert to and become the property of the Grantors, their heirs and assigns, and this easement shall be null, void and of no further force or effect.
2. This easement includes the right of ingress and egress at any reasonable time over and upon the above described land of the Grantors for the purposes as indicated above.
3. There is reserved to the Grantors, their heirs and assigns, the right and privilege to use the above described land at any time, in any manner and for any purpose so long as the right of egress or ingress granted herein is maintained.
4. The Grantee is responsible for operating and maintaining the above described works of improvement in good and serviceable condition. Should the Grantee, its successors or assigns, neglect or abandon said improvement or in any other way by word or act manifest lack of interest therein, then this easement shall become null and void and the rights granted herein shall revert to the Grantors.



BOOK 659 PAGE 569

## EASEMENT - 2

5. As a condition subsequent to this easement Grantee agrees to construct and install said pipeline according to acceptable engineering standards, to properly backfill all excavations, to clear and remove all debris resulting from said construction whether left on the premises described herein or any other premises belonging to Grantors, and upon completion of said installation to furnish a licensed engineer's survey and certificate showing and certifying that the pipeline and appurtenances thereto are located within the description contained herein, said certificate to be amended and appended hereto. Grantee further agrees, upon completion of said installation, to level and plant said described premises with grass pasture mix as prescribed by the Soil Conservation Service and to replace said cover in the event of any future excavation.

6. Grantee hereby acknowledges the right of Grantor to use the full flow of said irrigation pipeline for two (2) days of twenty four (24) hours each in each irrigation season and for this purpose agrees as a condition subsequent hereto to furnish and install a gate or other suitable diversion device at a point along said pipeline to be determined by Grantors.

7. The Grantee shall at all times protect, indemnify, and save harmless the Grantors from any and all claims, demands, judgments, costs, expenses and all damage of every kind and nature made, rendered or incurred by Grantee arising out of the use, construction, maintenance, operation, repair, extension, existence, use or removal of said irrigation pipeline or the exercise of any other rights granted herein.

BOOK 659 PAGE 570

EASEMENT - 3

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances there-to belonging or in anywise appertaining, unto the Grantee, its successors and assigns, forever.

In WITNESS WHEREOF the Grantor has executed this instrument on the 24<sup>TH</sup> day of August, 1960.

*E. J. Peterson*  
(Signature of Grantor)

*Hilda H. Brunton*  
(Signature of Grantor)

Subscribed and sworn to before me this 24<sup>th</sup> day of August, 1960.

*Jean J. J.*  
(Notary Public)

Residing at *Saex Lake City*

*Utah*



Commission expires 5/6/63

344004

STATE OF UTAH ) ss.  
COUNTY OF WEBER )  
FILED AND RECORDED FOR  
*Rene Casper Hotel Co.*  
OCT 13 10 33 AM '60  
IN BOOK 659 OF RECORD  
PAGE 568-570  
MARTH EMMES OLSEN  
COUNTY RECORDER  
*Jean H. Clark*

Platted  Indexed   
Recorded  Abstracted   
Compared  Page

BOOK 673 PAGE 595

DEED OF WATER RIGHT

The PINE CANYON DITCH COMPANY, a Corporation of Weber County, Utah, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, warrant, and convey to the State of Utah, acting through the UTAH WATER AND POWER BOARD, its heirs, administrators, successors, and assigns, the following Water Right:

Water Right No. 237 as granted in the Ogden River Decree, case no. 7487 in the Second District Court of Utah, Weber County; being the Right granted to the Holmes and Berrett Ditch with a flow of 4.16 cfs.

WITNESS the hand of the Grantor this 11 day of Jan 1961.

Sec 29  
TIN RIE

Signed Lysle Chard  
President

Attested Clarence Chard  
Secretary

STATE OF UTAH    §  
                  :    ss  
County           §

On the 11<sup>th</sup> day of Jan, 1961, personally appeared before me Lysle Chard and Clarence Chard, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the Pine Canyon Ditch Company, and that the said instrument was signed in behalf of said corporation by authority of a resolution of its stockholders, and said Lysle Chard and Clarence Chard acknowledged to me that said corporation executed the same.

M. A. [Signature]  
NOTARY PUBLIC

Residing at Salt Lake City, Utah

BOOK 673 PAGE 596

EASEMENT TO USE IRRIGATION SYSTEM

The PINE CANYON DITCH COMPANY, a Utah Corporation, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, convey, and warrant to the State of Utah, acting through the UTAH WATER AND POWER BOARD, Grantee, an easement to the full use of the Pine Canyon Ditch Company's distribution system located in Weber County, Sections 29 and 32, T7N, R1E, SLB&M.

WITNESS the hand of the Grantor this 11 day of Jan 1961.

PINE CANYON DITCH COMPANY

By: Lysle Chard  
Lysle Chard, President

STATE OF UTAH            X  
                              :    ss  
County of                X

On this 11 day of Jan 1961, personally appeared before me, Lysle Chard, who being by me duly sworn did say that he is the President of the Pine Canyon Ditch Company and that said instrument was signed in behalf of said corporation by authority of its by-laws and a resolution of its shareholders, and said Lysle Chard acknowledged to us that said corporation executed the same.

M. O. Peterson  
NOTARY PUBLIC

Residing at: Salt Lake City, ut.

My Commission Expires: Jan. 11, 1963

353768

BOOK 922 PAGE 457

"Water Right No. 257 as granted in the Ogden River Decree, Case No. 7487, in the Second District Court of Utah, Weber County, being the right granted to the Holmes and Berrett Ditch with a flow of 4.16 c.f.s."

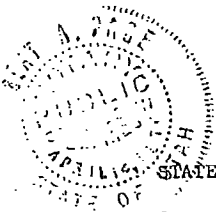
"An easement to the full use of the irrigation distribution system through which the aforesaid water is put to beneficial use by Pine Canyon Ditch Company located in Weber County Sections 29 and 32, T7N, R1E, SLB&M."

IN WITNESS WHEREOF, we have herewith set our hands this 3<sup>rd</sup> day of April, 1969.

BOARD OF WATER RESOURCES

By: Wayne Wilson  
Chairman

By: Daniel F. Lawrence  
Director



STATE OF UTAH                   X  
  : ss.  
County of Salt Lake           X

On this 3<sup>rd</sup> day of April, 1969, personally before me Wayne Wilson and Daniel F. Lawrence who being duly sworn did say that they are respectively the Chairman and Director of the Board of Water Resources and that they executed the foregoing instrument for and on behalf of the said Board by authority of a resolution by said Board at a regular meeting thereof, and the said Wayne Wilson and Daniel F. Lawrence duly acknowledge to me that said Board executed the same.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 4-11-70

ENTRY NO. 523879

STATE OF UTAH )  
: ss  
COUNTY OF WEBER )

I, the undersigned, County Recorder in and for the said County of Weber,  
do hereby certify that the annexed and foregoing is a full, true and correct  
copy of the TRANSFER AND CONVEYANCE

from STATE OF UTAH, acting through the Utah Water & Power Board

to PINE CANYON DITCH COMPANY

as the same appears of record in my office in book 922 of Records  
on page 456 & 457.

IN WITNESS THEREOF, I have hereunto set my hand and affixed  
my official seal at my office in Ogden City, State of Utah,  
this 7th day of August A. D. 19 69.

RUTH EAMES OLSEN  
WEBER COUNTY RECORDER

By Deputy *[Signature]*

## AGREEMENT

This agreement entered into this 12<sup>th</sup> day of January 1961, in original and four copies, by and between the State of Utah, acting through the UTAH WATER AND POWER BOARD, First Party, sometimes referred to herein as the STATE, and the \_\_\_\_\_

PINE CANYON DITCH COMPANY

, a corporation, organized under the laws of the State of Utah, Second Party, sometimes referred to as the WATER COMPANY.

## WITNESSETH

THAT WHEREAS, the STATE desires to promote a water conservation project consisting of 2900 feet of concrete pipeline in Section 29, and 32, T7N, R1E, SLB&M, in Liberty, Weber County, Utah.

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 aforesaid project, and as the WATER COMPANY has the available manpower and facilities necessary to construct the aforesaid project, and is ready, willing and able to enter into a contract for such purpose.

NOW THEREFORE, the Parties hereto enter into the following 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 said project; and further agrees to grant and convey to the STATE an easement to use any and all of the WATER COMPANY'S facilities in the Pine Canyon Ditch Company Distribution System, lying in Sections 29 and 32, T7N, R1E, SLB&M

2. The WATER COMPANY hereby agrees to convey, assign and quitclaim to the STATE all right, title and interest which it has or may have, to the right to use of water which shall be saved or conveyed through the use of the aforesaid project, and particularly water right No. 257 as granted in the Ogden River Decree, Case No. 7487 in the Second District Court of Utah, Weber County, being the Right granted to the Holmes and Berrett Ditch with a flow of 4.16 cfs.

Also Right #374, Case 7487 as above.

3. The WATER COMPANY recognizes as valid the conveyance of easements and rights-of-way executed by various owners of the benefited land to the STATE, and agrees that all performance of 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 aforesaid project at a cost 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 45 percent of the total cost of constructing the project, but in no event shall the amount paid by the STATE exceed \$ 4,100,000, and the WATER COMPANY shall itself pay for all costs in excess of the amount paid by the STATE. The WATER COMPANY agrees and undertakes to construct to completion as designed and specified, the aforesaid project in all events regardless of unforeseen contingencies, and agrees to pay all costs in excess of the aforesaid amount paid by the STATE.

6. It is further agreed that the STATE shall pay ninety percent (90%) of the amount payable by the STATE 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 ten percent (10%) withheld as above set forth will become due and payable to the WATER COMPANY with, and as a part of, the final payment to be made by the STATE upon completion of the project, and its inspection and acceptance by an engineer designated by the STATE

7. It is further agreed that the WATER COMPANY shall complete the construction of the project on or before December 1, 19<sup>61</sup>, and that title to the entire project, including all appurtenant facilities and water rights shall immediately vest in the STATE. It is also agreed that this contract shall not become binding upon the STATE until it has been signed by all persons and agencies required by law, and that the STATE shall not become liable to the WATER COMPANY for any commitments made by the WATER COMPANY until this contract has been completed.

8. 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 to the WATER COMPANY for the construction of the project, but not to exceed \$4,100,000 plus all expenses incurred by the STATE for the investigation, engineering and inspection of the project, and to be determined by the STATE upon the completion of the project, and payable over a period of time not to exceed six (6) years, in annual installments of one-sixth (1/6), or more per year, of the total purchase price as defined above, without interest.

9. The first annual installment of one-sixth (1/6), or more, of the total purchase price, as defined above, shall become due and payable on the First day of December 19<sup>62</sup>, and a like sum, or more, to be due and payable on the First day of December of each and every year thereafter until the full purchase price, as defined above, shall have been paid in full; said sums shall be payable at the office of the UTAH WATER AND POWER BOARD, and the first monies received by the STATE under the terms of this contract will be applied against the indebtedness incurred by the STATE for investigation, engineering and inspection, until fully paid, and any residue will be applied to funds paid by the STATE for the construction of the project. Delinquent payments shall bear interest at a rate of six percent (6%) per annum.

10. The WATER COMPANY hereby orders and directs that all payments made under this agreement shall be made payable to The Pine Canyon Ditch Company and mailed to The Secretary at Liberty, Utah.

11. 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. The WATER COMPANY does hereby assume during the life of this agreement, the full obligation of maintaining the construction works, and other facilities, and of protecting all water rights from forfeiture.

12. 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 their 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 mortgage 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. It is further agreed that the WATER COMPANY will not incur any indebtedness whatsoever for a principal sum in excess of \$10,000, without first procuring the written consent of the STATE. The remedies herein provided shall be deemed cumulative, and not exclusive.

13. The WATER COMPANY, hereby warrants to 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 aforesaid project, then the WATER COMPANY hereby agrees to indemnify the STATE to the extent of such claim or cause of action. After the purchase price as defined above, the STATE shall, with the approval of the Utah State Senate, execute such deeds and bills of sale as will be necessary to re-vest the same title to the aforesaid property and water rights in the WATER COMPANY, as are vested in the STATE.

14. 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.

15. The WATER COMPANY hereby agrees to assume the full obligation for any claim or liability for any injury or death of persons, or for any property loss or damage that may arise in accomplishing the construction of this project for the STATE, and further, the WATER COMPANY agrees to hold the STATE immune for all such claims for damages, injury, or death of persons during the life of this agreement.

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



IN WITNESS WHEREOF, the State of Utah, acting through the UTAH WATER AND POWER BOARD, Party of the First Part, has caused these presents to be signed by the Chairman and Executive Director of the said Utah Water and Power Board, by authority of a resolution of said Board at a meeting held July 22, 1960; and the

Pine Canyon Ditch Company

Party of the Second Part, has caused these presents to be signed and executed on its behalf by Lysle Chard, its President, and Clarence Chard, its Secretary, by a resolution of its at a meeting held March 1, 1960...

UTAH WATER AND POWER BOARD

APPROVED: BOARD OF EXAMINERS - STATE OF UTAH

[Signature] Governor

[Signature] Chairman

[Signature] Executive Director

[Signature] Secretary of State

[Signature] Attorney General

PINE CANYON DITCH COMPANY (Water Company)

[Signature] President

[Signature] Secretary

APPROVED: AS TO AVAILABILITY OF FUNDS - STATE FINANCE COMMISSION

[Signature] Chairman

[Signature] Commissioner

[Signature] Commissioner

APPROVED AS TO FORM:

[Signature] Assistant Attorney General

STATE OF UTAH } ss. County of

On the 11 day of June, 1961, personally appeared before me Lysle Chard and Clarence Chard who being by me duly sworn, did say that they are the President and Secretary, respectively, of the Pine Canyon Ditch Company and that the said instrument was signed in behalf of said corporation by authority of a resolution of its and said Lysle Chard and Clarence Chard acknowledged to me that said corporation executed the same.

[Signature] Notary Public

[Signature] Residing at:

My Commission Expires: June 11, 1963

359237 no fee STATE OF UTAH COUNTY OF WEBER UTAH WATER AND POWER BOARD JUN 21 11 33 AM '61

IN BOOK 681 RECORD PAGE 414-416 RUTH EAMES OLSEN COUNTY RECORDER Virginia M. Wilson

Filed [ ] Indexed [ ] Recorded [ ] Abstracted [ ] Compared [ ] Page [ ]



Resources, and Pine Canyon Ditch Company, a Utah corporation, under and pursuant to the provisions of Chapter 10, Title 73, Utah Code Annotated 1953, for construction of a pipeline and appurtenant facilities for the conservation of water; and

WHEREAS, under the provisions of Section 73-10-7, Utah Code Annotated 1953, Pine Canyon Ditch Company transferred and conveyed to the Utah Water and Power Board certain rights and properties; and

WHEREAS, by the terms of said agreement, Pine Canyon Ditch Company promised and agreed to construct for and thereafter purchase from the Utah Water and Power Board, the said project and appurtenances; and

WHEREAS the said agreement has been fully performed and all payments due thereunder made by Pine Canyon Ditch Company, and the Utah State Senate, pursuant to the requirements of Section 73-10-4, Utah Code Annotated 1953, as amended by Chapter 133, Laws of Utah 1953, by resolution has consented to the execution by the Board of Water Resources of this transfer and conveyance.

NOW, THEREFORE, in consideration of the premises and full payment as aforesaid, the Board of Water Resources does hereby transfer and convey to Pine Canyon Ditch Company all right, title and interest that vested in the State of Utah and the Utah Water and Power Board by virtue of that certain agreement with the Utah Water and Power Board dated January 13, 1961, recorded in the office of the County Recorder of Weber County, State of Utah, in Book 681 of Record at Pages 414, 415, and 416, and particularly but not by way of limitation:

May 1, 1961

Dear Share Holder:

In the last meeting of the PINE CANYON DITCH COMPANY it was decided that we go ahead with the pipe line project. The total cost of the project is \$10,626.24. This is more than the estimated cost. Our cost now payable at once amounts to \$2,000.00. This will cost us approximately \$15.00 per share. This will leave a small balance which will be needed in the future for other expenditures.

The installation started April 19th. We will have to raise this money at once. The number of shares in the company are as follows:

Winsten Calder	24
John W. Clark	24
Clarence and Ray Chard	36
Walter Clark	36
Lysle Chard	12
Stanley Noorlander	12
Total	<u>144</u>

As you can see from the shares listed your amount will be \$\_\_\_\_\_.

Very truly yours,

PINE CANYON DITCH COMPANY

Clarence Chard  
Secretary

CC:R

Address: Clarence Chard  
542 East 900 North  
Bountiful, Utah

ENTRY NO. 523879

STATE OF UTAH )  
                  : ss  
COUNTY OF WEBER )

I, the undersigned, County Recorder in and for the said County of Weber,  
do hereby certify that the annexed and foregoing is a full, true and correct  
copy of the TRANSFER AND CONVEYANCE

from STATE OF UTAH, acting through the Utah Water & Power Board  
to PINE CANYON DITCH COMPANY

as the same appears of record in my office in book 922 of Records  
on page 456 & 457.

IN WITNESS THEREOF, I have hereunto set my hand and affixed  
my official seal at my office in Ogden City, State of Utah,  
this 7th day of August A. D. 19 69.

RUTH EAMES OLSEN  
WEBER COUNTY RECORDER  
By Deputy *Jack A. Quincy*

