

Midway City Council
8 August 2018
Work Meeting

Whitaker Farm Subdivision /
Application for Foreign Water

Water Right: 55-11161

Application/Claim:

1 Name: D Ray Hult Family LLC
Address: 3600 South Redwood Road, Salt Lake City UT 84119
Remarks:

Interest: 100 %

SCANNED RC



GARY R. HERBERT
Governor
SPENCER J. COX
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

Division of Water Rights

MICHAEL R. STYLER
Executive Director

KENT L. JONES
State Engineer/Division Director

February 28, 2018

D RAY HULT FAMILY LLC
3600 SOUTH REDWOOD ROAD
SALT LAKE CITY UT 84119

RE: Report of Water Right Conveyance for Water Right file: 55-11161

Dear Water User:

Thank you for submitting a Report of Water Right Conveyance (ROC) to update owner contact information on the water right records of the Division of Water Rights. The Division has completed the processing of your ROC, so our records now reflect the information you have provided. As a water right owner, it is important that you continue to maintain a current mailing address with this office so that we may contact you if the need arises. Instructions and forms to update your address are available on our website at <http://waterrights.utah.gov> or can be obtained in any of our offices.

If you have questions or need further assistance, please feel free to contact our office at (801)538-7240.

Sincerely,

Kent L. Jones, P.E.
State Engineer

SCANNED RC

REPORT OF WATER RIGHT CONVEYANCE

\$40 Fee Rec'd by

MD Visa 0855369

Receipt # 18-00855

USE THIS CONVEYANCE REPORT FORM WHEN 100% OF THE WATER RIGHT IS CONVEYED.

WATER RIGHT # 55-11161

NOTICE : This water right is under non-use, and expires on : 03/31/2020

SECTION A. CONVEYANCE SUMMARY

If no water right number is mentioned on deed, is a map attached? Yes ___ No ___

1. Assignment ___ Warranty Deed ___ Quitclaim Deed X Sheriff's Deed ___ Trustee's Deed ___ Water Deed ___ Trust Deed ___
Other : _____

2. Date Signed 02 / 21 / 2018 Date Recorded 02 / 21 / 2018
Book 1215 Page # 1643 Entry # 448585

3. Grantor Wasatch Mountain Water Company,

4. Grantee(s) D. Ray Hult Family LLC

5. Mailing Address : 3600 South Redwood Road, Salt Lake City, UT 84119

6. E-mail Address (to be notified of ownership updates) : _____

7. Special Conditions/Information of Conveyance _____

If no water right number is mentioned on deed, is a map attached? Yes ___ No ___

1. Assignment ___ Warranty Deed ___ Quitclaim Deed ___ Sheriff's Deed ___ Trustee's Deed ___ Water Deed ___ Trust Deed ___
Other : _____

2. Date Signed ___/___/___ Date Recorded ___/___/___
Book _____ Page # _____ Entry # _____

3. Grantor _____

4. Grantee(s) _____

5. Mailing Address : _____

6. E-mail Address (to be notified of ownership updates) : _____

7. Special Conditions/Information of Conveyance _____

If no water right number is mentioned on deed, is a map attached? Yes ___ No ___

1. Assignment ___ Warranty Deed ___ Quitclaim Deed ___ Sheriff's Deed ___ Trustee's Deed ___ Water Deed ___ Trust Deed ___
Other : _____

2. Date Signed ___/___/___ Date Recorded ___/___/___
Book _____ Page # _____ Entry # _____

3. Grantor _____

4. Grantee(s) _____

5. Mailing Address : _____

6. E-mail Address (to be notified of ownership updates) : _____

7. Special Conditions/Information of Conveyance _____

MD

RECEIVED

FEB 23 2018

WATER RIGHTS
SALT LAKE

SCANNED

REPORT OF WATER RIGHT CONVEYANCE

WATER RIGHT # 55-11161

SECTION B. CERTIFICATION

I, _____, certify that I am authorized by Administrative Rule R655-3-7 to complete this report, and that the information contained herein or attached hereto is true and accurate to the best of my knowledge.

Signature _____ Date _____ Phone # _____

FOR LICENSED PROFESSIONALS ONLY

I, James E. Riley _____, certify that I am licensed as a Professional Engineer in the State of Utah, that my license number is 166480-2202, that I was retained by an owner of the water right to prepare or supervise the preparation of the Report of Conveyance; that the report is true and accurate to the best of the preparer's knowledge; that an appropriate search of County Records records has been made and that the attached documents evidence the ownership interest of the grantee.

James E. Riley Signature Date 02/23/2018 Phone # 801-355-1883
Address: 175 South Main, Suite 1330, Salt Lake City, UT 84111

This report is not a title opinion based on the title search made. It does not warrant or guarantee title to water rights. This report was prepared for the purpose of updating records of the Division of Water Rights.

SECTION C. DIVISION OF WATER RIGHTS - FOR OFFICIAL USE ONLY

Received: 2/23/2018 Filed: 2/23/2018 Reviewed By: WK
Database Changed: 2/28/2018 By: WK
File Changed: 2/28/2018 By: WK
New File Number based on Segregation _____
Remarks: _____

AMOUNT OF WATER RIGHT RETAINED 0
RECEIVED
FEB 23 2018
WATER RIGHTS
SALT LAKE

No agency of the State of Utah warrants or guarantees title to certain water rights. The water right ownership information of record in the Division of Water Rights concerning this water is based on information which has been submitted by this Report of Water Right Conveyance.



STATE OF UTAH -- DIVISION OF WATER RIGHTS -- DATA PRINT OUT for 55-11161

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 07/20/2018 Page 1

WATER RIGHT: 55-11161 APPLICATION/CLAIM NO.: CERT. NO.:

=====

OWNERSHIP*****
 NAME: D Ray Hult Family LLC
 ADDR: 3600 South Redwood Road
 Salt Lake City UT 84119
 INTEREST: 100%

=====

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:

FILED: PRIORITY: 01/01/1921 | PUB BEGAN: | PUB ENDED: | NEWSPAPER:
 ProtestEnd: | PROTESTED: [No] | HEARNG HLD: | SE ACTION: [] | ActionDate: | PROOF DUE:
 EXTENSION: | ELEC/PROOF:[] | ELEC/PROOF: | CERT/WUC: | LAP, ETC: | LAPS LETTER:
 RUSH LETTR: | RENOVATE: | RECON REQ: | TYPE: []

PD BOOK: [55-] | MAP: [] | PUB DATE:

Type of Right: Decree Source of Info: Decree Status:

=====

LOCATION OF WATER RIGHT*****

FLOW: 0.316 cfs OR 37.122 acre-feet

SOURCE: Provo River

COUNTY: Wasatch COMMON DESCRIPTION: 1 mi. NE of Heber

POINT OF DIVERSION -- SURFACE:
 (1) N 1000 ft E 150 ft from SW cor, Sec 18, T 3S, R 5E, SLBM
 Diverting Works: Source:

Stream Alt Required?: No

=====

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family
 (The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO. 401355. Water Rights Appurtenant to the following use(s):
 55-7087 (DEC), 11161 (DEC), 11341 (DEC), 12135 (DEC), 12139 (DEC), 12203 (DEC), 12767 (DEC), 12895 (DEC)

IRRIGATION: Beneficial Use Amt: 12.374 acres of the Group Total of 90.0 PERIOD OF USE: 04/01 TO 10/31

#	PLACE OF USE:	*-----NORTH WEST QUARTER-----*				*-----NORTH EAST QUARTER-----*				*-----SOUTH WEST QUARTER-----*				*-----SOUTH EAST QUARTER-----*				*		
		NW	NE	SW	SE															
Sec 13 T 3S R 4E SLBM	*				*				*				*			X		X	*	0.0000
Sec 24 T 3S R 4E SLBM	*				*	X		X	*				*						*	0.0000
Sec 18 T 3S R 5E SLBM	*				*				*		X		*						*	0.0000
Sec 19 T 3S R 5E SLBM	*X				*				*				*						*	0.0000

=====

OTHER COMMENTS*****
 Provo River Decree, Page 39, Par. 48(ac) Wentz No. 132
 Assessment No. 151 (J. D. Boggess)

First class water right - Provo River Decree

=====

SEGREGATION HISTORY*****

This Right was Segregated from , with Appl#: , Approval Date: / / under which Proof is to be submitted.

This Right as originally filed:

FLOW IN CFS	QUANTITY IN ACRE-FEET	*-----W A T E R U S E S-----*					
		IRRIGATED ACREAGE	STOCK (ELUs)	DOMESTIC (FAMILIES) (*	MUNICIPAL	MINING ACRE-FEET	POWER
1.5	270.112	90.0	4.0				

*=====

The following Water Rights have been Segregated from 55-11161:

(1) WRNUM: 55-7087 [0.314] [56.572] [18.82] [4.0]
 APPL#:
 NAME: Hult, D. Ray and Ronda N.
 FILED: 06/04/1979

(2) WRNUM: 55-12135 [10.2] [3.4] [4.0]
 APPL#:
 NAME: Wasatch Mountain Water Company
 FILED: 11/03/2005

(3) WRNUM: 55-12139 [48.0] [16.0] [4.0]
 APPL#:
 NAME: Wasatch Mountain Water Company
 FILED: 11/29/2005

(4) WRNUM: 55-12203 [16.218] [5.406] [4.0]
 APPL#:
 NAME: Wasatch Mountain Water Company
 FILED: 08/29/2006
 Change to be filed

(5) WRNUM: 55-12895 [0.87] [102.0] [34.0] [4.0]
 APPL#:
 NAME: D Ray Hult Family LLC
 FILED: 04/12/2018

	CFS	ACRE-FEET	IRRIGATED ACREAGE	STOCK (ELUs)	DOMESTIC (FAMILIES) (*	MUNICIPAL	MINING ACRE-FEET	POWER
55-11161 currently has:	0.316	37.122	12.374	NONE				

=====

APPLICATIONS FOR NONUSE OF WATER*****

EXT NUMBER: |REQUST TO: |LAST USED: 13/ / 0|PRIOR FROM: |PRIOR TO:
 FILED: 09/13/2012|PUB BEGAN: 10/10/2012|PUB ENDED: 10/17/2012|NEWSPAPER: The Wasatch Wave |PROTEST END:11/06/2012
 PROTESTED: [No]|HEARNG HLD: |SE ACTION: [Approved]|ActionDate:03/08/2013|PROOF DUE: 03/31/2020|PROOF SUB:
 NONUSE COMMENTS:

 *****E N D O F D A T A*****

STATE OF UTAH -- DIVISION OF WATER RIGHTS -- DATA PRINT OUT for 55-12895

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 07/20/2018 Page 1

WATER RIGHT: 55-12895 APPLICATION/CLAIM NO.: CERT. NO.:

=====

OWNERSHIP*****
 NAME: D Ray Hult Family LLC
 ADDR: 3600 South Redwood Road
 Salt Lake City UT 84119
 INTEREST: 100%

=====

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:

FILED: |PRIORITY: 01/01/1921|PUB BEGAN: |PUB ENDED: |NEWSPAPER:
 ProtestEnd: |PROTESTED: [No]|HEARNG HLD: |SE ACTION: []|ActionDate: |PROOF DUE:
 EXTENSION: |ELEC/PROOF:[]|ELEC/PROOF: |CERT/WUC: |LAP, ETC: |LAPS LETTER:
 RUSH LETTR: |RENOVATE: |RECON REQ: |TYPE: []

PD BOOK: [55-]|MAP: []|PUB DATE:

Type of Right: Decree Source of Info: Decree Status:

=====

LOCATION OF WATER RIGHT*****

FLOW: 0.87 cfs OR 102.0 acre-feet

SOURCE: Provo River

COUNTY: Wasatch COMMON DESCRIPTION: 1 mi. NE of Heber

POINT OF DIVERSION -- SURFACE:

(1) N 1000 ft E 150 ft from SW cor, Sec 18, T 3S, R 5E, SLBM

Diverting Works:

Source:

Stream Alt Required?:

=====

USES OF WATER RIGHT***** ELU --- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU --- Equivalent Domestic Unit or 1 Family
 (The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO. 401355. Water Rights Appurtenant to the following use(s):
 55-7087 (DEC), 11161 (DEC), 11341 (DEC), 12135 (DEC), 12139 (DEC), 12203 (DEC), 12767 (DEC), 12895 (DEC)

IRRIGATION: Beneficial Use Amt: 34.0 acres of the Group Total of 90.0 PERIOD OF USE: 04/01 TO 10/31

#/PLACE OF USE:	*-----NORTH WEST QUARTER-----*				*-----NORTH EAST QUARTER-----*				*-----SOUTH WEST QUARTER-----*				*-----SOUTH EAST QUARTER-----*				*	
	* NW	NE	SW	SE	* NW	NE	SW	SE	* NW	NE	SW	SE	* NW	NE	SW	SE		
Sec 13 T 3S R 4E SLBM *				*				*				*				X	*	0.0000
Sec 24 T 3S R 4E SLBM *				*	X			X	*			*					*	0.0000
Sec 18 T 3S R 5E SLBM *				*				*			X	*					*	0.0000
Sec 19 T 3S R 5E SLBM *X				*				*				*					*	0.0000

=====

SEGREGATION HISTORY*****

This Right was Segregated from 55-11161, with Appl#: , Approval Date: / / under which Proof is to be submitted.

This Right as originally filed:

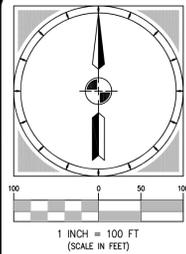
FLOW IN CFS	QUANTITY IN ACRE-FEET	-----W A T E R U S E S-----					
		IRRIGATED ACREAGE	STOCK (ELUs)	DOMESTIC (FAMILIES) (*)	MUNICIPAL	MINING ACRE-FEET	POWER
1.186	139.122	46.374					

 *****E N D O F D A T A*****

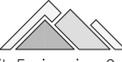
Water Rights Map



0 0.1 0.2mi



PROJECT
C18-004
SHEET
1 OF 1
ISSUE DATE
07/02/2018


Summit Engineering Group Inc.
Structural • Civil • Surveying
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
PH: 435-854-9229 • FAX: 435-854-9231

COPYRIGHT © 2018
SUMMIT ENGINEERING GROUP, INC.
SEALING/ALLEGATION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO ATTA THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

WHITAKER FARMS SUBDIVISION PRELIMINARY OVERALL ROAD CONFIGURATION

APPLICATION FOR PERMANENT CHANGE OF WATER

STATE OF UTAH

Rec. by _____

Fee Amt. \$250.00

Receipt # _____

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated 1953, as amended.

CHANGE APPLICATION NUMBER:

WATER RIGHT NUMBER: 55-12895

(c15023WKNIGHT)

This Change Application proposes to change the POINT(S) OF DIVERSION, PLACE OF USE, and NATURE OF USE.

1. OWNERSHIP INFORMATION.

A. NAME: D Ray Hult Family LLC
ADDRESS: 3600 South Redwood Road
Salt Lake City UT 84119
INTEREST: 100%

NAME: Midway City
ADDRESS: 75 North 100 West
PO Box 277
Midway UT 84049
INTEREST: 0%
REMARKS: interested party

NAME: Midway Irrigation Company
ADDRESS: c/o Steve Farrell
325 West 500 South
Midway UT 84049
INTEREST: 0%
REMARKS: interested party

B. PRIORITY OF CHANGE:

FILING DATE:

C. EVIDENCED BY: 55-12895 (DEC)

* DESCRIPTION OF CURRENT WATER RIGHT: *

2. SOURCE INFORMATION.

A. QUANTITY OF WATER: 0.87 cfs OR 102.0 acre-feet

B. SOURCE: Provo River

COUNTY: Wasatch

C. POINT(S) OF DIVERSION.

POINT OF DIVERSION -- SURFACE:

(1) N 1,000 feet E 150 feet from SW corner, Section 18, T 3S, R 5E, SLBM

3. WATER USE INFORMATION.

IRRIGATION: from Apr 1 to Oct 31. Acres: 34.0000 Supplemental Acres: 90.0000.

4. PLACE OF USE.

(Which includes all or part of the following legal subdivisions:)

BASE TOWN	RANG	SEC	NORTH-WEST¼				NORTH-EAST¼				SOUTH-WEST¼				SOUTH-EAST¼					
			NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE		
SL	3S	4E	13				***					***				***		X		X
			24				***		X		X	***				***				
SL	3S	5E	18				***					***		X		***				
			19	X			***					***				***				

THE FOLLOWING CHANGES ARE PROPOSED:

5. SOURCE INFORMATION.

A. QUANTITY OF WATER: 102.0 acre-feet

B. SOURCE: Midway River Ditch and Underground Water Well COUNTY: Wasatch

C. POINT(S) OF DIVERSION. Changed as Follows:

POINT OF DIVERSION -- SURFACE:

(1) N 1,155 feet E 90 feet from SW corner, Section 18, T 3S, R 5E, SLBM
SOURCE: Midway River Ditch

POINT OF DIVERSION -- UNDERGROUND:

(1) S 1,710 feet E 471 feet from N¼ corner, Section 33, T 3S, R 4E, SLBM
WELL DIAMETER: 10 inches WELL DEPTH: 1,010 feet
COMMENT: Alpenhof Weber Well (existing)

POINT OF RETURN:

(1) N 1,200 feet E 400 feet from SW corner, Section 11, T 4S, R 4E, SLBM
COMMENT: Provo River

D. COMMON DESCRIPTION: Midway

6. WATER USE INFORMATION. Changed as Follows:

MUNICIPAL: from Jan 1 to Dec 31. Midway.

7. PLACE OF USE. Changed as Follows:

The Service Area of Midway

8. EXPLANATORY.

This water will be diverted down the River Ditch and a like quantity will be release back to the Provo River at the point of return. The water will also be diverted from the Alpenhof Weber Well.

9. SIGNATURE OF APPLICANT(S).

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein including maps and other documents attached, at the time of filing, rests with the applicant(s).

D Ray Hult Family LLC

Midway City

Midway Irrigation Company

MIDWAY CITY
Planning Office

75 North 100 West
Midway, Utah 84049

Phone: 435-654-3223 x105
Fax: 435-654-2830
mhenke@midwaycityut.org

Midway Water Advisory Application

Applicant or Authorized Representative:

Name: Lusher Development Phone: 631-807-8446 Fax: _____

Mailing Address: 143 W. Farm Springs Ln. City: Midway State: Ut Zip: 84049

E-mail Address: daniel-lusher@yahoo.com

Project Name: Whitaker Farm

Location: 400 North River Road

Total Acreage: 80 Number of Units: 50 Historically Irrigated Area: 77.78

Existing Water Connections: 0

Comments:
Request to transfer 102 ac-ft of water contained in water right number 55-12895, into the Midway City well. Raw water will be diverted down River ditch and a like quantity will be released back to the point of return. The water will also be diverted from the Alpothet Weber well.

Please submit with application Site Plans, Plat Maps, Drawings or any information that pertains to water calculations.

Please read and sign before application submittal

I declare under penalty of perjury that I am the owner or authorized agent of the property subject to this request and the foregoing statements, answers and attached documents are true and correct. As the applicant for this proposal, I understand that my application is not deemed complete until the Planning Office has reviewed the application. I further understand I will be notified when my application has been deemed complete. At that time, I expect that my application will be processed within a reasonable time.

Signature of Owner or Agent: [Signature] Date: 7/20/18

FOR OFFICE USE ONLY

STAFF:			
Date Received: _____	Application Number: _____		
Received By: _____	Zone: _____		
Fee Paid: _____	Tax ID Number: _____		
PLANNER:			
Complete / Incomplete			
Date: _____ Reviewed by: _____			

AMENDED AND RESTATED WATER SHARE OPTION AGREEMENT

THIS AMENDED AND RESTATED WATER SHARE OPTION AGREEMENT (this "Agreement") is entered into as of February 20, 2018 by and between D. RAY HULT FAMILY LLC, a Utah limited liability company ("Seller"), and LUSTER DEVELOPMENT, INC., a Utah corporation ("Buyer"), who agree as follows.

- 1. Original Agreement.** Seller's Manager and Member, Ray Hult, and Buyer are parties to that certain Water Share Option Agreement dated January 16, 2018 (the "Original Agreement"), pursuant to which Buyer purchased an option to acquire a portion of Seller's Water Right (as defined below). Ray Hult hereby assigns all of his interest under the Original Agreement to Seller, and Buyer and Seller hereby completely amend and restate the Original Agreement as set forth below.
- 2. Water Shares; Option.** Seller is the owner of the right to one hundred thirty-nine and 122/1000 (139.122) acre feet of Provo River water as evidenced by Water Right No. 5511161 ("Seller's Water Right"). In consideration of the sum of Thirty Thousand Dollars (\$30,000.00) (the "Option Fee"), Seller grants to Buyer the exclusive right and option (the "Option") to purchase a portion of Seller's Water Right representing One Hundred and Two (102) acre feet of water (the "Subject Right") upon the terms and conditions contained herein.
- 3. Option Payments.** In connection with the Original Agreement, Buyer delivered into escrow with ~~First American Title~~ AM Bank in Heber City, Utah an Option fee of Ten Thousand Dollars (\$10,000.00) (the "Original Option Fee"). The Original Option Fee was to remain refundable under certain circumstances, and did not apply to the Purchase Price (as defined in the Original Agreement). The Original Option Fee is now non-refundable, and Buyer shall cause the same to be immediately released to Seller. Buyer shall also, immediately upon execution hereof, deliver directly to Seller the Twenty Thousand Dollars (\$20,000.00) remainder of the Option Fee, which shall also be non-refundable. None of the Option Fee shall apply to the Purchase Price (as defined below). *Both option fees will ~~not~~ be refundable for 90 days starting January 16, 2012.*
- 4. Option Period; Exercise of Option.** The Option shall be for a period of time ending at 5:00PM, Mountain Time, July 16, 2018 (the "Option Period"). During the Option Period, Buyer may exercise the Option at any time by providing Seller written notice thereof. If Buyer fails to exercise the Option as provided herein within the Option Period, the Option shall expire and be null and void. Time is of the essence hereof.
- 5. Due Diligence** ~~Buyer has now conducted such due diligence as it has desired, and hereby waives all due diligence contingencies of any kind.~~ *Due Diligence will end 90 days from January 16, 2012*
- 6. Purchase Price; Closing.** If Buyer so exercises the Option, Buyer shall purchase all of the Subject Right from Seller and Seller shall sell the same to Buyer for Ten Thousand Dollars (\$10,000.00) per acre foot, for a total purchase price of One Million Twenty Thousand Dollars (\$1,020,000.00) (the "Purchase Price"), and the closing of such purchase and sale (the "Closing") shall be effected at a time and place mutually agreed to by Buyer and Seller, provided that the Closing shall occur within ten (10) days after the date the Option is exercised.

At the Closing, Buyer shall pay the Purchase Price to Seller by wire transfer, as Seller may direct, of good U.S. funds; and upon confirmation of receipt Seller shall transfer the Subject Right to Buyer.

Buyer shall have the right to buy fewer than 102 Acre Feet at the same rate

DRH

7. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, inducements and understandings shall be deemed merged into this Agreement.

8. **No Commissions.** Seller and Buyer agree that they are not represented by any agents and any commissions or sales expenses will not be transferable to Buyer or Seller.

9. **No Oral Amendment or Modifications.** No amendments, waivers or modifications hereof shall be made or deemed to have been made unless in writing executed by the Party to be bound thereby.

10. **Applicable Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement.

12. **Costs of Legal Proceedings.** If either party institutes legal proceedings with respect to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief to which it is entitled, its reasonable costs and expenses incurred in connection with such legal proceedings, including, without limitation, reasonable attorneys' fees.

WITNESS the following signatures:

SELLER:

D. RAY HULT FAMILY LLC,
a Utah limited liability company

By: *[Signature]*
D. Ray Hult, Manager

BUYER:

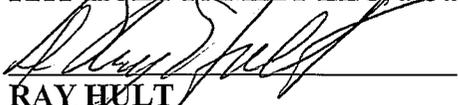
LUSTER DEVELOPMENT, INC.
A Utah corporation

By: *[Signature]*
Name: David J. Luster
Its: Manager

*Item #6 Purchase Price Closing.
Seller hereby extends
option closing date
14 days (2 weeks) from
original closing date.
all other terms and
conditions remain the
same.
D. Ray Hult 7/12/19*

ASSIGNMENT:

RAY HULT hereby assigns all of his interest under the Original Agreement defined above to **D. RAY HULT FAMILY LLC**, a Utah limited liability company.



RAY HULT

LUSTER DEVELOPMENT INC.
11 W VILLAGE CIR.
MIDWAY, UT 84049

31-5
1240

148

DATE Feb. 22, 2018

PAY TO THE
ORDER OF

P. Ray Holt Family, LLC

\$ 20,000

Twenty thousand and 00/100

DOLLARS



Security Features
Include
Details on Back.

ZIONS BANK

WE HAVEN'T FORGOTTEN WHO KEEPS US IN BUSINESS®
1-800-789-BANK(2265)
zionsbank.com

MEMO

Additional
Deposit for Water

[Signature]

⑆ 24000054⑆ 981222839⑆ 0148