

CONVEYANCE OF WATER SHARE RIGHTS AND CONTRACT

WILMA H. KAP  
GRANTOR

of Ogden City, Weber County, State of Utah, owns the following described water share rights, conveys a portion of those water rights as described below, and incorporates the following mutual contractual rights and obligations associated therewith in regards to,

DARRELL E. SMITH and KAREN W. SMITH  
GRANTEES

of Weber County, State of Utah,

for the sum of ten and 00/100 dollars, as follows:

1. At the time of the making of this Conveyance of Water Share Rights and Contract, the Grantor has certain irrigation water share rights granted by Eden Irrigation Company attributable to, but not appurtenant to, parcels of land more fully described as:

- a. Part of the Northwest Quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: Beginning 1090.78 feet south of the northwest corner of Section 34; thence south 220.12 feet; thence east 25.18 chains; thence north 13D40' west 1 chain; thence east 224.52 feet, thence north 11D08'59" west 327.27 feet; thence north 44D22'03" west 209.40 feet, thence north 46D03'29" east 208.04 feet, to the south line of state road; thence northwesterly along said road to a point which is south 490.64 feet and east 1630.85 feet from the northwest corner of said quarter section, thence south 81D16'50" west 240.15 feet, thence north 44D22'28" west 231.54 feet, thence south 81D16'50" west 619.85 feet to a point on the arc of a 144.37 foot radius curve, the center of which bears south 81D16'50" west, thence southerly along the arc of said curve to the right through a central angle of 32D, a distance of 80.63 feet, thence south 23D16'50" west 248.20 feet, thence south 57D21'35" west 601.46 feet to the point of beginning.

Taxing Unit 28

Tax I.D. Serial No. 22-046-0027 *o*  
(HEREAFTER REFERRED TO AS PARCEL 22-046-0027)

- b. Part of the Northwest Quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Meridian: Beginning at a point that is north 89D49'36" west 537.04 feet; south 01D45'58" east 1456.40 feet; and south 88D13'43" west 287.89 feet from the northeast corner of said northwest quarter, running thence north 11D08'59" west 143.92 feet; thence west 528.98 feet to the northwest corner of the

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southeast quarter of said northwest quarter; thence south 422 feet; thence south 87D30' east 444 feet; thence south 24D38' east 301 feet; thence north 84D56' east 282 feet, more or less, to the west line of the state road, thence north 2D14' west 13 feet, more or less, to the south boundary line of Copyak Subdivision; thence south 84D18'02" west 239.17 feet; thence north 66D27'57" west 41.23 feet; thence north 22D23'28" west 177.81 feet; thence north 89D42'25" east 62.66 feet; thence north 01D45'58" west 370.02 feet to the point of beginning.

Together with the following right of way:  
Being a part of the Northwest Quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian and described as follows: Beginning at a point on the west line of State Highway No. 162, said point being north 89D49'36" west 537.04 feet, and south 01D45'58" east 1456.40 feet from the northeast corner of the said northwest quarter, and running thence south 01D45'58" east, along the said line of Highway No. 162, 60.00 feet to the northeast corner of the Copyak Subdivision; thence south 88D13'43" west along the north line of the said Copyak Subdivision 287.89 feet to the northwest corner thereof; thence north 01D45'58" west 60.00 feet; thence north 88D13'43" east 287.89 feet to the point of beginning (Book 1615 Page 202).

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Tax I.D. Serial No. 22-046-0011 *5*  
(HEREAFTER REFERRED TO AS PARCEL 22-046-0011)

- c. Part of the Northwest Quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point that is north 89D49'36" west 537.04 feet, south 01D45'58" east 1456.40 feet, south 88D13'43" west 287.89 feet and north 11D08'59" west 143.92 feet from the northeast corner of the northwest quarter of Section 34; thence north 11D08'59" west 65.37 feet; thence west 224.52 feet; thence south 13D40' east 1 chain to the south line of the north 1/2 of said quarter section; thence east 221.57 feet to beginning.

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Tax I.D. Serial No. 22-046-0015 *5*  
(HEREAFTER REFERRED TO AS PARCEL 22-046-0015)

2. It is the intention of the Grantor to sell and convey parcels 22-046-0011 and 22-046-0015 to the Grantees in fee simple as part of the entire transaction.

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3. The water share rights as owned by Grantor are more fully described and evidenced as thirty-one (31) shares in the Eden Irrigation Company, Weber County, State of Utah.

4. At the time of the making of this Conveyance of Water Share Rights and Contract, a Stalling ditch transects from north to south the property described as parcel 22-046-0027 which carries irrigation water to the parcels of land described above as parcels 22-046-0011 and 22-046-0015. At the time of the making of this Conveyance of Water Share Rights and Contract, the above-described Stalling ditch is the only main channel to carry water to these parcels.

5. At the time of the making of this Conveyance of Water Share Rights and Contract, a lateral irrigation water channel carries water from the land described as parcel 22-046-0027 to the land described as parcel 22-046-0011.

6. Grantor hereby conveys five (5) shares of her water right ownership in the Eden Irrigation Company, Weber County, State of Utah to Grantees for the purposes of irrigating the parcels of land described as 22-046-0011 and 22-046-0015. All water channels, Stalling ditches, and lateral irrigation trenches as exist at the time of the making of this contract shall be used by the parties to this agreement to carry out the purpose herein explained.

7. Grantor, her heirs, legal representatives, assigns, or future purchasers of the parcel of land described as 22-046-0027 hereby specifically reserve the right to use and have complete access to the existing Stalling ditch running into, through, and ending in parcel 22-046-0015 for irrigation purposes in the southeast corner of parcel 22-046-0027, including, but not restricted to, flood irrigation or pressure irrigation, to the same extent as exists at the time of the making of this agreement.

8. Grantees, their heirs, legal representatives, assigns, or future purchasers of the parcel of land described as 22-046-0015 shall not translocate, destroy, materially change, or allow deterioration of the Stalling ditch extending into, through, and ending in parcel 22-046-0015 without express written consent of Grantor, her heirs, legal representatives, assigns, or future purchasers of the parcel of land described as 22-046-0027.

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9. In the event parcel 22-046-0015 is developed in a manner that creates any material change to the existing Stalling ditch running into, through, and ending in parcel 22-046-0015, the Grantees, their heirs, legal representatives, assigns, or future purchasers of the parcel of land described as 22-046-0015 shall, at their own expense, relocate the Stalling ditch to the north boundary of parcel 22-046-0015, extending the Stalling ditch the full length of the north boundary of parcel 22-046-0015, including extending the Stalling ditch north along the west border of parcel 22-046-0015 to make connection with the newly constructed ditch to the north. The newly constructed extension to the Stalling ditch must be developed to be a water delivery system equal to or greater than the one which exists at the time of the making of this contract.

10. Grantor, her heirs, legal representatives, assigns, or future purchasers of the parcel of land described as 22-046-0027 additionally reserve the right at any time, and for whatever reason, to relocate the Stalling ditch running into, through, and ending in parcel 22-046-0015 and translocate it into parcel 22-046-0027, and Grantees, their heirs, legal representatives, assigns, or future purchasers of the parcel of land described as 22-046-0015 agree to pay the cost associated therewith for any such relocations. In the event of any such relocation of the Stalling ditch, Grantor, her heirs, legal representatives, assigns, or future purchasers of the parcel of land described as 22-046-0027 agree to provide access to and water delivery from the newly constructed Stalling ditch to parcel 22-046-0015 in equal or greater terms as exist at the time of the making of this contract.

11. Grantor, her heirs, legal representatives, assigns, or future purchasers of the parcel of land described as 22-046-0027 shall not translocate, destroy, materially change, redirect the flow of water, or allow deterioration of the Stalling ditch running through parcel 22-046-0027, if such action would substantially alter the receipt of water share rights to parcels 22-046-0011 and/or 22-046-0015, without the express written consent of Grantees, their heirs, legal representatives, assigns, or future purchasers of the parcels of land described as 22-046-0015 and/or 22-046-0011.

12. Grantees, their heirs, legal representatives, assigns, or future purchasers of the parcels of land described as 22-046-0015 and/or 22-046-0011 reserve the right to access the Stalling ditch running through parcel 22-046-0027 in order to fulfill the purpose of exercising their right to the five (5) shares of water rights conveyed by this document, including, but not limited to, the right to manipulate existing gates and diversions to allow free flow of water for irrigation purposes to parcels 22-046-0011 and or 22-046-0015.

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Witness the hands of said Grantor and Grantees this 21<sup>st</sup> day  
of December, 1992.

Wilma H. Kap  
WILMA H. KAP  
GRANTOR

Darrell E. Smith  
DARRELL E. SMITH

Karen W. Smith  
KAREN W. SMITH  
GRANTEES

STATE OF UTAH )  
                  ) ss.  
COUNTY OF WEBER )

On this 21<sup>st</sup> day of December, 1992,  
personally appeared before me WILMA H. KAP, DARRELL E. SMITH, and  
KAREN W. SMITH, the signers of the within instrument, which  
consists of five (5) pages including this page, who duly  
acknowledged to me that they executed the same.

[Signature]  
Notary Public

