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Recorded at request of Clarence J. Frost Jr. Fee Paid 3.00
Date APR 23 1964 at 1:45 P.M. EMILY T. EDREDGE Recorder Davis County
By Clarence J. Frost Jr. Deputy Book 291 Page 113
7704-35-57-1W

BILL OF SALE AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS that I, NITA S. MOORE of South Weber in the County of Davis and State of Utah, First Party, in consideration of One Hundred Fifty and 00/100 Dollars (\$150.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant, sell, transfer and deliver unto GENE ARZA SMITH and COLLEEN V. SMITH, husband and wife, Second Party, as joint tenants one (1) share of Irrigation Water of Dunn Irrigation Company of Davis County. This one share of water includes the one-half share granted by that real estate contract between the parties dated June 5, 1962 and one-half share of water contained in the option of the same agreement.

Together with a permanent easement over, across and thru the following described property of the First Party for the maintenance and operation of an irrigation ditch along the line as is now laid out and used for the

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Clerk of the County of Davis

purpose of transmitting irrigation water to Second Party: *The N 1/2 of the NW 1/4 of the NW 1/4 of Sec 35, Township 5 North, Range 1 West Salt Lake meridian, A.S. Survey; Excepting one acre located to California's Gaskin Land as follows: Beginning at a point 1 rd. East and 10 rods South from the N.W. corner of said section 35 and running thence East 10 rods; thence South 16 rods; thence West 10 rods; thence North 16 rods to the place of beginning containing 1.00 acre*

Nita Moore
It is expressly understood and agreed that the Second Party shall have the right of ingress and egress from the described tract of property for the purpose of maintaining, filling and draining said irrigation ditch. To have and hold all, and singular, the share of water and the easement to Gene Arza Smith and Colleen V. Smith, Second Party, their executors, administrators and assigns to their own use and behalf forever. And I, Nita S. Moore, hereby covenant with the Second Party that I am the lawful owner of said share of water and property described above; that they are free from encumbrances; that I have good rights to sell the water stock and grant the easement as aforesaid;

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and that I will warrant and defend the same against the lawful claims and demands of all persons.

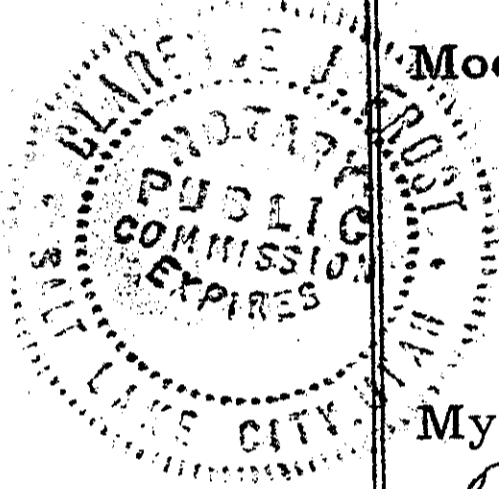
IN WITNESS WHEREOF, I, Nita S. Moore hereunto se my hand
this 23 day of April, 1964.

Nita S. Moore
Nita S. Moore

Appeared before me this 23rd day of April, 1964, Nita S.

Moore who executed the above instrument in my presence.

Clarence Frost
Notary Public
Residing At: Salt Lake City, Utah



My Commission Expires:

Dec 7, 1967