ENT98771:2020 PG 1 of 4
Jeffery Smith
Utah County Recorder
2020 Jul 13 11:19 AM FEE 40.00 BY MG
RECORDED FOR Strawberry Water
ELECTRONICALLY RECORDED

WATER DEED

Westfield Industrial, LLC, of 611 W. 1000 N., Spanish Fork, UT 84660, Grantors, hereby convey and warrant to Riley Hall, of HC 13 Box 463, Fairview, UT 84629 for consideration of Ten Dollars (\$10.00) and other considerations, the following described water-right:

A right to the use of Strawberry Project Water, for the irrigation of land, evidenced by Water-Right Application for land in private ownership:

Of Contracts, in the office of the County Recorder of Utah County, upon which Construction Charges have been paid in full.

Said application recites that the water-right described therein is to be appurtenant to the following described Project Land in Utah County, to wit:

Tax ID: 41:939:0003

LOT 3, HALL INDUSTRIAL SUB AREA 2.606 AC.

Tax ID: 41:939:0001

LOT 1, HALL INDUSTRIAL SUB AREA 9.994 AC.

There are no mortgages or other liens against said land, except the following:

As a result of this conveyance, the quantity of water which can be beneficially used for the irrigation of 12.60 acres, more or less, of land, but not exceeding a total of 6.06 acre feet per annum will be transferred to and used upon the following described project land in Utah County to wit:

Tax ID: 24:052:0044

COM S 99 FT & E 703.36 FT FR NW COR. SEC. 14, T8S, R2E, SLB&M.; S 1 DEG 3' 32" W 250.64 FT; N 88 DEG 30' 0" W 157.12 FT; N 88 DEG 34' 56" W 541.86 FT; N 87 DEG 0' 1" W 483.76 FT; N 1 DEG 45' 0" W 304.25 FT; N 0 DEG 30' 0" W 217.14 FT; N 0 DEG 21' 56" W 139.37 FT; N 1 DEG 30' 0" W 421.29 FT; S 88 DEG 26' 13" E 477.29 FT; S 74 DEG 51' 53" E 2.63 FT; S 1 DEG 15' 8" E 539.89 FT; S 88 DEG 45' 18" E 742.12 FT; S 89 DEG 45' 30" E 167.44 FT; S 1 DEG 3' 40" W 306.32 FT; N 89 DEG 12' 22" W 185.59 FT TO BEG. AREA 22.341 AC.

The Strawberry Water Users Association and the West Field Canal Company do hereby reserve all rights and interests as contained in paragraph 9 of the original Water Right Application covering Water Right Serial No. 2085.005 and 2084.004 and pertaining to the above described parcels of land.

The Grantee assumes the obligations imposed upon the applicant by the said water-right application in the ratio which the water-right hereby conveyed bears to the entire water-right evidenced by said application and hereby subjects the land last above described, and all water-rights now or hereafter appurtenant thereto, to a lien to secure payment of the annual charge for operation and

maintenance, as provided in said application, and all obligations of the applicant as a member of the Strawberry Water Users Association with respect to the water-right herein conveyed.

This change shall not become effective until approved by the Strawberry Water Users Association, the West Field Canal Company, and the Secretary of the Interior of the United States.

Westfield Industrial, LLC STATE OF UTAH) SS COUNTY OF UTAH) day of March, 2020, personally appeared before me On the and who by me duly sworn, did say that she/he is the and that said document was signed by her/him in behalf of the Manager Westfield Industrial, LLC, the Grantors of this document, signers of the within instrument who duly acknowledged to me #hat\he executed the same. LISA MOOS NOTARY PUBLIC . STATE OF UTAH My Commission Expires December 24, 2021 COMMISSION NUMBER 698109

This, Conveyance is accepted under the terms and conditions set out herein. Dated 3rd Day of March, 2020.

Riley Hall

STATE OF UTAH)SS COUNTY OF UTAH)

day of WONCh, 2010 personally appeared before me Riley Hall, the Grantors of this document, signers of the within instrument who duly acknowledged to me that they executed the \same.

LISA MOOS NOTARY PUBLIC • STATE OF UTAH ly Commission Expires December 24, 2021 COMMISSION NUMBER 698109

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Approved:

West Field Canal Company

Attest: By:

President

Approved:

Strawberry Water Users Association

Attest:

g-lay 120W By

Presiden

Approved:

By:
Authorized Representative of the Secretary of the Interior

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INDEMNITY AGREEMENT

This Agreement dated this 3rd day of Morch, 2020, by and between Westfield Industrial, LLC, hereinafter referred to as Transferor, and Riley Hall hereinafter as Transferoes.

WHEREAS: The transferor has 6.06 acre feet of Strawberry Project from Project lands owned by them, and described in the attached instrument, and attach the said water to other Project lands owned by the Transferees, and described in the attached instrument, the parties hereto agree and covenant as follows:

In the event that the Transferor has the land, upon which the Project Water is appurtenant, encumbered by a mortgage or other encumbrance, and in the event the said land is sold or foreclosed upon and the water should be claimed by other individuals than the Transferee, the Transferors hereby agree and covenant that they will hold the Strawberry Water Users Association and the West Field Canal Company harmless from any actions which will include all damages, attorney's fees and all costs which may be expended by said Strawberry Water Users Association or the Canal Company.

Transferor:

Markfield Industrial, LLC

Transferees:

Riley Hall