



ENT 114517:2017 PG 1 of 4  
 JEFFERY SMITH  
 UTAH COUNTY RECORDER  
 2017 Nov 20 10:45 am FEE 16.00 BY MG  
 RECORDED FOR STRAWBERRY WATER USERS ASSO

WATER DEED

**Lupe T. and Salesi A. Militoni, of 1495 East 400 North, Spanish Fork, UT 84660**, Grantors, hereby convey and warrant to Strawberry Water Users Association 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:

**SVP Serial Number 1628.003      4.00 acre-feet**

Recorded in 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:

COM S 89 DEG 40' 2" W 573.66 FT FR S 1/4 COR. SEC. 17, T8S, R3E, SLB&M.; N 0 DEG 11' 51" E 150.29 FT; S 89 DEG 47' 11" W 91.33 FT; N 0 DEG 28' 26" W 169.99 FT; S 89 DEG 55' 32" W 240.83 FT; S 0 DEG 11' 40" E 321.56 FT; N 89 DEG 40' 2" E 331.97 FT TO BEG. AREA 2.092 AC.

Tax ID: 27:009:0166

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 **2.00** acres, more or less, of land, but not exceeding a total of **4.00 acre feet** per annum will be transferred to

The Strawberry Valley Project Water Supply

The Strawberry Water Users Association and the East Bench Irrigation and 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. 1628** 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.

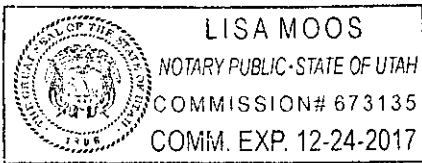
This change shall not become effective until approved by the Strawberry Water Users Association, the East Bench Irrigation and Canal Company, and the Secretary of the Interior of the United States.

*Lupe Militoni*  
**Lupe T. Militoni**

*Salesi Militoni*  
**Salesi A. Militoni**

STATE OF UTAH )SS  
COUNTY OF UTAH )

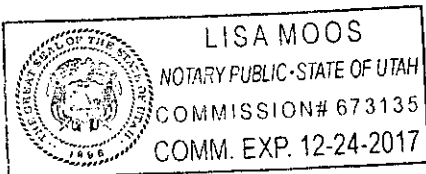
On the 3<sup>rd</sup> day of October, 2017, personally appeared before me, **Lupe T. Militoni**, the Grantors of this document, signers of the within instrument who duly acknowledged to me that he executed the same.



*[Signature]*  
Notary Public

STATE OF UTAH )SS  
COUNTY OF UTAH )

On the 3<sup>rd</sup> day of October, 2017, personally appeared before me, **Salesi A. Militoni**, the Grantors of this document, signers of the within instrument who duly acknowledged to me that he executed the same.



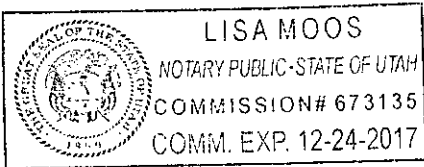
*[Signature]*  
Notary Public

This Conveyance is accepted under the terms and conditions set out herein. Dated 9th Day of October, 2017.

[Signature]  
Strawberry Water Users Association

STATE OF UTAH )SS  
COUNTY OF UTAH )

On the 9th day of October, 2017, personally appeared before me Scott Phillips and who by me duly sworn, did say that he is the \_\_\_\_\_ and that said document was signed by him in behalf of the Strawberry Water Users Association, the Grantors of this document, signers of the within instrument who duly acknowledged to me that he executed the same.



[Signature]  
Notary Public

Approved:

East Bench Irrigation Company

Attest: [Signature]  
Secretary

By: [Signature]  
President

Approved:

Strawberry Water Users Association

Attest: [Signature]  
Secretary

By: [Signature]  
President

Approved:

By: [Signature]  
Authorized Representative of  
the Secretary of the Interior

## INDEMNITY AGREEMENT

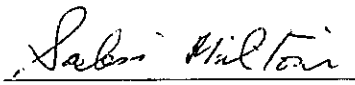
This Agreement dated this 9<sup>th</sup> day of October, 2017, by and between **Lupe T. and Salesi A. Militoni** Hereinafter referred to as Transferor;

WHEREAS: The transferors have **4.00** acre feet of Strawberry Project Water and is transferring said water from Project lands owned by them, and described in the attached instrument, and move said water to the Strawberry Valley Project Supply. Whereby the parties hereto agree and covenant as follows:

In the event that the Transferors have 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 East Bench 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.

Transferors:

  
 \_\_\_\_\_  
**Lupe T. Militoni-**

  
 \_\_\_\_\_  
**Salesi A. Militoni**