

WATER DEED

Lawrence Lavery, hereby convey and warrant to Rex and Charlene Broadhead, of 2424 N 800 W, Genola, State of Utah, GRANTEE, for a 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 16.684 acres of land, evidenced by Water-Right Application for land in private ownership:

Serial No 625.010 recorded in Book \_\_\_ and Page \_\_\_

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: \_\_\_\_\_

Commencing South 560.65 feet and West 1545.4 feet from the East 1/4 corner of Section 7, T 9 S R 1 E, SLB&M; N 0d10'20" W 676.6 feet; S 89d51'40" W 1057.76 feet; S 2d 31'40" W 678 feet; N 89d49'0" E 1089.7 feet to the beginning. Tax id 29 005 0019 16.684 acres. As a result of this transfer, it will leave the following water on this land: Serial 625.020 with .32 acre feet; Serial 701.005 with 31.68 acre feet.

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 40.00 acres, more or less, of land, but not exceeding a total of 3.19 acre feet per annum will be transferred to and used upon the following described project land in Utah County to wit:

THE 40.00 IRRIGIBLE ACRES WITH THE FOLLOWING DESCRIPTION: COMMENCING AT SE 1/4 COR. SEC. 7, T9S, R1E, SLB&M.; S 3 DEG 3'34"W 791.99 FT; S 1 DEG 59'18"E 529.46 FT; S 89 DEG 58'55"W 1295.91 FT; N 0 DEG 0'29"W 1319.87 FT; N 0 DEG 54'22"E 689.46 FT; S 89 DEG 55'54"E 1324.84 FT; S 1 DEG 18'42"W 687.43 FT TO BEGINNING. THIS 3.19 ACRE FEET WILL BE REPRESENTED BY SERIAL NO 625.021 AND WILL BE SUPPLEMENTAL TO SERIAL 594.000

The Strawberry Water Users Association, the Strawberry High Line Canal Company, do hereby reserve all rights and interests as contained in paragraph 9 of the original Water Right Application covering Water Right Serial 625 and pertaining to the above described parcels of land.

The Grantees assume 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.

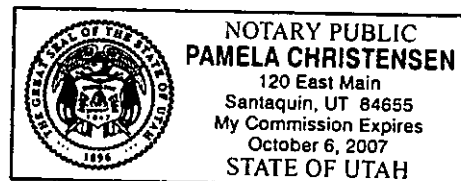
Grantor \_\_\_\_\_

Grantor \_\_\_\_\_

STATE OF UTAH )  
COUNTY OF UTAH )

On the 15<sup>th</sup> day of September, A.D. 2004, personally appeared before me, Lawrence Lavery, Grantor of this document, the signer of the within instrument who duly acknowledged to me that he executed the same.

Pamela Christensen  
Notary Public, Residing at Santaquin, Utah  
County of Utah, State of Utah

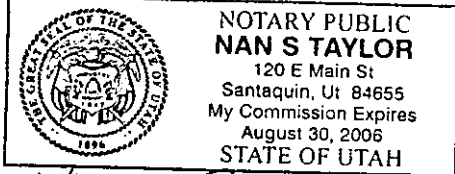


This Conveyance is accepted under the terms and conditions set out herein. Dated 10 Day of September, 2004.

Rex O. Broadhead  
Grantee

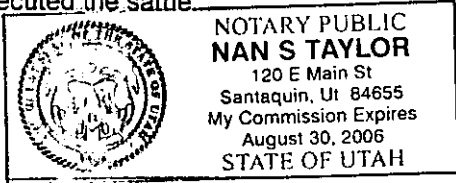
Charlene Broadhead  
Grantee

On the 10<sup>th</sup> day of September, A.D. 2004, personally appeared before me, Rex O Broadhead, Grantee of this document, the signer of the within instrument who duly acknowledged to me that he executed the same.



Nan S Taylor  
Notary Public, Residing at Santaquin  
County of Utah, State of Utah

On the 10<sup>th</sup> day of September, A.D. 2004, personally appeared before me, Charlene Broadhead, Grantee of this document, the signer of the within instrument who duly acknowledged to me that she executed the same.



Nan S Taylor  
Notary Public, Residing at Santaquin  
County of Utah, State of Utah

Approved:

Attest: Steven B. Jarr  
Secretary

Strawberry High Line Canal Company  
By: Walter Brockmeyer  
President

Approved:

Attest: Harry A. Gutter  
Secretary

Strawberry Water Users Association

By: Robert M. Muller  
President

Approved:

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

INDEMNITY AGREEMENT

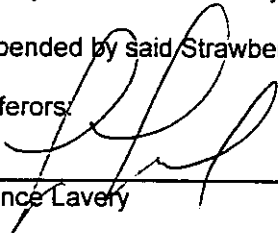
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This Agreement dated this 10 day of Sept, 2004, by and between Lawrence Lavery hereinafter referred to as Transferors, and Rex and Charlene Broadhead, hereinafter as Transferees.

WHEREAS: The transferors have 3.19 acre feet of Strawberry Project Water, Serial No. 625.010 which they are desirous to transfer 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 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 Transferees, the Transferors hereby agree and covenant that they will hold the Strawberry Water Users Association and the Strawberry High Line 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:

  
\_\_\_\_\_  
Lawrence Lavery

Transferees:

  
\_\_\_\_\_  
Rex O Broadhead

  
\_\_\_\_\_  
Charlene Broadhead