

DEC 20 2017



ENT 34294:2018 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Apr 13 10:41 am FEE 17.00 BY BA
RECORDED FOR STRAWBERRY WATER USERS

WATER DEED

Michael Drake Meyer and Kelly Lamoreaux of 530 South Gooseneck Drive Payson, UT 84651, Grantors, hereby convey and warrant to Ross Staheli and Patsy Benson Huff, of 1021 East Salem Canal Road Payson, UT 84651 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 #568.001	1.04 acre-feet
SVP Serial #632.024	0.24 acre-feet
SVP Serial #632.025 Supplemental to #568.001	0.62 acre-feet

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:

COM N 694.02 FT & W 1720.35 FT FR E1/4 COR SEC 16, T9S, R2E, SLM; THENCE S 89 DEG 06'00"E 138.10 FT; S 17 DEG 38'29"E 231.67 FT; N 89 DEG 06'00"W 74.52 FT; N 31 DEG 05'56"W 259 FT TO BEG. AREA .53 ACRE.

Tax ID 60:054:0063
30

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 .54 acres, more or less, of land, but not exceeding a total of 1.90 acre feet per annum will be transferred to and used upon the following described project land in Utah County to wit:

COM. 3160. FT N & 833 FT W OF SE COR OF SEC 16, T9S, R2E, SLM; W 346 FT M OR L TO COUNTY RD; S 47 43' E 467.7 FT; N 314.7 FT TO BEG. AREA 1.25 ACRES M OR L. TAX ID: 30:054:0108

The Strawberry Water Users Association and the 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 No. 568, 632 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.

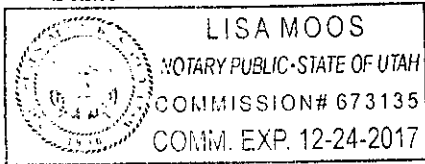
This change shall not become effective until approved by the Strawberry Water Users Association, the High Line Canal Company, and the Secretary of the Interior of the United States.

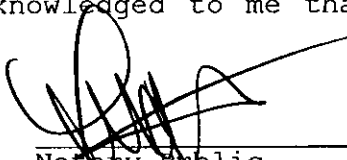

Michael Drake Meyer


Kelly Lamoreaux

STATE OF UTAH) SS
COUNTY OF UTAH)

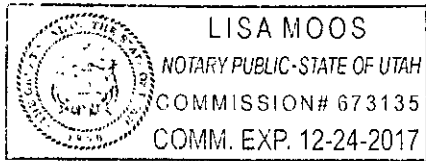
On the 19th day of December, 2017, personally appeared before me **Michael Drake Meyer**, the Grantors of this document, signers of the within instrument who duly acknowledged to me that they executed the same.

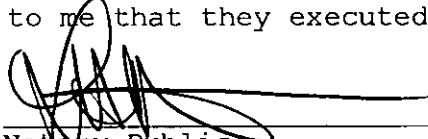



Notary Public

STATE OF UTAH) SS
COUNTY OF UTAH)

On the 19th day of December, 2017, personally appeared before me **Kelly Lamoreaux**, the Grantors of this document, signers of the within instrument who duly acknowledged to me that they executed the same.




Notary Public

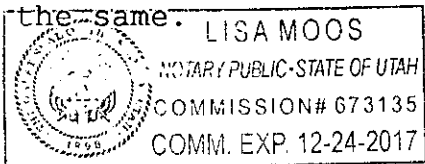
This Conveyance is accepted under the terms and conditions set out herein. Dated 19th Day of December, 2017.

Ross Staheli Huff
Ross Staheli Huff

Patsy B Huff
Patsy Benson Huff

STATE OF UTAH) SS
COUNTY OF UTAH)

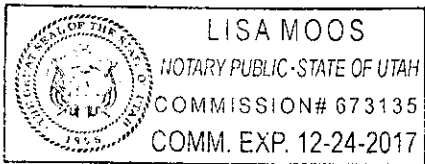
On the 19th day of December, 2017, personally appeared before me **Ross Staheli Huff**, the Grantors of this document, signers of the within instrument who duly acknowledged to me that they executed the same.



[Signature]
Notary Public

STATE OF UTAH) SS
COUNTY OF UTAH)

On the 19th day of December, 2017, personally appeared before me **Patsy Benson Huff**, the Grantors of this document, signers of the within instrument who duly acknowledged to me that they executed the same.



[Signature]
Notary Public

Approved:

High Line Canal Company

Attest: [Signature]
Secretary

[Signature]
President

Approved:

Strawberry Water Users Association

Attest: [Signature]
Secretary

[Signature]
President

Approved:

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

INDEMNITY AGREEMENT

This Agreement dated this 19th day of December, 2017, by and between **Michael Drake Meyer and Kelly Lamoreaux**, hereinafter referred to as Transferor, and **Ross Staheli and Patsy Benson Huff** hereinafter as Transferees.

WHEREAS: The transferor has **1.90 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 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.

Transferor:

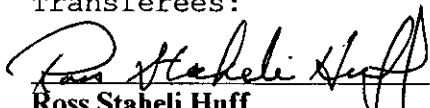


Michael Drake Meyer




Kelly Lamoreaux

Transferees:



Ross Staheli Huff



Patsy Benson Huff