

WATER DEED

Spanish Fork City of 40 South Main, Spanish Fork, UT 84660, Grantors, hereby convey and warrant to Richard P. Bearnson, Trustee of the Richard P. Bearnson Family Living Trust, of 7133 S. 4400 W., Spanish Fork, UT 84660 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:

419.006	.06	acre-feet
2767.003	.26	acre-feet
419.009	.08	acre-feet
2767.006	.43	acre-feet
505.015	1.00	acre-feet
2683.019	.08	acre-feet
419.026	.09	acre-feet
2767.023	.42	acre-feet
419.026	.09	acre-feet
2767.023	.42	acre-feet
419.016	.08	acre-feet
2767.013	.42	acre-feet
2683.018	.15	acre-feet
2683.016	.10	acre-feet
419.027	.09	acre-feet
2767.024	.42	acre-feet
2683.006	.69	acre-feet
2683.020	3.68	acre-feet

Recorded in book 97,199 and page 114, 82, 265 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:

LOT 24, PLAT B, QUAIL HOLLOW ON THE RIVER SUBDV. AREA 0.418 AC.
Tax ID 50:060:0024
LOT 3, PLAT G, QUAIL HOLLOW ON RIVER SUBDV. AREA 0.396 AC.
Tax ID 50:063:0003
LOT 1, PLAT A, MOON ACRES SUB.
Tax ID 46:176:0001
LOT 413, PLAT D, RIVER COVE SUBDV. AREA 0.229 AC
Tax ID 51:486:0413

LOT 17, PLAT E, QUAIL HOLLOW ON THE RIVER SUBDV. AREA 0.336 AC.

Tax ID 50:061:0017

LOT 7, PLAT E, QUAIL HOLLOW ON THE RIVER SUBDV. AREA 0.342 AC.

Tax ID 50:061:0007

COM S 1403.02 FT & W 163.9 FT FR N 1/4 COR. SEC. 25, T8S, R2E, SLB&M.; N 38 DEG 19' 43" W 198.6 FT; N 28 DEG 39' 45" W 209.81 FT; N 0 DEG 21' 55" W 62.8 FT; N 2 DEG 23' 18" E 95 FT; N 4 DEG 18' 35" E 60.04 FT; S 87 DEG 36' 39" E 13 FT; N 2 DEG 23' 18" E 167.82 FT; S 58 DEG 27' 6" E 58.52 FT; S 67 DEG 10' 37" E 157.42 FT; S 79 DEG 6' 1" E 101.79 FT; S 71 DEG 12' 21" E 248.22 FT; S 28 DEG 23' 25" W 111.57 FT; ALONG A CURVE TO R (CHORD BEARS: S 61 DEG 36' 35" E 13 FT, RADIUS = 110 FT); N 28 DEG 23' 25" E 113.17 FT; S 68 DEG 35' 56" E 53.44 FT; S 55 DEG 23' 6" E 91.49 FT; S 0 DEG 39' 37" W 348.94 FT; S 86 DEG 48' 38" W 24.78 FT; S 1 DEG 0' 0" W 1066.61 FT; S 0 DEG 31' 27" W 182.87 FT; S 104.32 FT; N 39 DEG 14' 50" W 115.82 FT; S 48 DEG 16' 14" W 143.06 FT; S 89 DEG 35' 42" W 57.4 FT; N 37 DEG 35' 5" W 1071.62 FT; N 21 DEG 2' 15" E .02 FT; N 51 DEG 40' 17" E 174.19 FT; N 50 DEG 45' 17" E 66.01 FT; N 51 DEG 40' 17" E 102.39 FT; N 54 DEG 52' 36" E 112.82 FT; N 24 DEG 39' 24" E 67.91 FT; N 51 DEG 40' 17" E 102 FT TO BEG. AREA 25.545 AC.

Tax ID 25:026:0124

LOT 312, PLAT C, RIVER COVE SUBDV. AREA 0.261 AC.

Tax ID 51:477:0312

LOT 18, PLAT E, QUAIL HOLLOW ON THE RIVER SUBDV. AREA 0.336 AC.

Tax ID 50:061:0018

LOT 315, PLAT C, RIVER COVE SUBDV. AREA 0.450 AC.

Tax ID 51:477:0315

COM S 89 DEG 20' 15" W 726.38 FT & S 0 DEG 39' 45" E 1013.22 FT FR N 1/4 COR. SEC. 25, T8S, R2E, SLB&M.; N 84 DEG 25' 14" E 143.18 FT; N 78 DEG 17' 35" E 61.49 FT; S 87 DEG 36' 42" E 123.88 FT; S 0 DEG 21' 55" E 62.8 FT; S 28 DEG 39' 45" E 209.82 FT; S 38 DEG 19' 43" E 198.61 FT; S 51 DEG 40' 17" W 102 FT; S 24 DEG 39' 23" W 67.91 FT; S 54 DEG 52' 36" W 112.82 FT; N 38 DEG 19' 43" W 96.91 FT; N 32 DEG 30' 47" W 60.31 FT; N 38 DEG 19' 43" W 254.09 FT; N 27 DEG 34' 19" W 202.08 FT; N 5 DEG 34' 46" W 66.36 FT TO BEG. AREA 3.831 AC.

Tax ID 25:026:0120

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 4.13 acres, more or less, of land, but not exceeding a total of 8.05 acre feet per annum will be transferred to and used upon the following described project land in Utah County to wit:

LOT 1, PLAT A, BEARNSON SUBDV. AREA 8.967 AC.
Tax ID 35:263:0001
LOT 2, PLAT A, BEARNSON SUBDV. AREA 8.971 AC.
Tax ID 35:263:0002
LOT 3, PLAT A, BEARNSON SUBDV. AREA 8.918 AC.
Tax ID 35:263:0003
LOT 4, PLAT A, BEARNSON SUBDV. AREA 8.990 AC.
Tax ID 35:263:0004

The Strawberry Water Users Association and the Spanish Fork South 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. 419, 2767, 505, 2683 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.

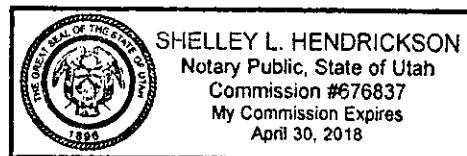
This change shall not become effective until approved by the Strawberry Water Users Association, the Spanish Fork South Canal Company, and the Secretary of the Interior of the United States.

Steve Lefson
Spanish Fork City Corporation

STATE OF UTAH)SS
COUNTY OF UTAH)

On the 6th ~~3rd~~ day of January ~~February~~, 2014, personally appeared before me Steve Lefson and who by me duly sworn, did say that he is the Mayor and that said document was signed by him in behalf of the Spanish Fork City, the Grantors of this document, signers of the within instrument who duly acknowledged to me that he executed the same.

Shelley L. Hendrickson
Notary Public

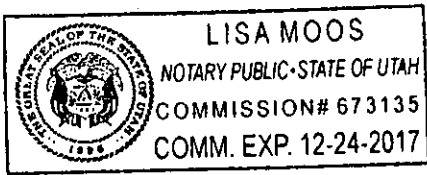


This Conveyance is accepted under the terms and conditions set out herein. Dated 11th Day of March, 2015.

Richard P. Bearnson
Richard P. Bearnson, Trustee

STATE OF UTAH)SS
COUNTY OF UTAH)

On the 4th day of December, 2014, personally appeared before Richard P. Bearnson, Trustee, the signer of the within instrument who duly acknowledged to me that they executed the same.



[Signature]
Notary Public

Approved:

Spanish Fork South Canal 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 3rd day of February, 2015, by and between Spanish Fork City Corporation hereinafter referred to as Transferor, and Richard P. Bearnson hereinafter as Transferee.

WHEREAS: The transferor has 8.05 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 Spanish Fork South 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:


Spanish Fork City Corporation

Transferees:


Richard P. Bearnson, Trustee