

WATER DEED

Brett J. Rogers and Janean Rogers of 735 South 750 East, Salem, UT 84653, Grantors, hereby convey and warrant to McMullin Orchards Inc. of 5625 W 12000 S, 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: 304.030 1.07 acre feet

Recorded in book 96 and page 291 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 "E", Autumn Hills Subdivision
Tax ID 34:434:0024

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 29 acres, more or less, of land, but not exceeding a total of 1.07 acre feet per annum will be transferred to and used upon the following described project land in Utah County to wit:

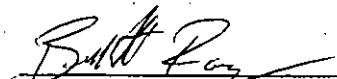
COM AT SE COR OF NE 1/4 OF NW 1/4 OF SEC 27, T9S, R1E, SLM; N 5 CHS; N 45 W 4.75 CHS; N 11.50 CHS; W 11.70 CHS; S 32 45'W 12 CHS; E 2.20 CHS; S 10 CHS; E 1.50 CHS; N 5.18 CHS; E 9 CHS; N 1.82 CHS; E 4 CHS; S 1.82 CHS; E 4.50 CHS; S 5.18 CHS; E 1 CH TO BEG. ALSO COM 44.75 RDS E OF NW COR OF SEC 27, T9S, R1E, SLM; SE 12 CHS; W 7.25 CHS; N 10 CHS TO BEG. AREA 29 ACRES.
Tax ID 29:029:0024

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. 304 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.

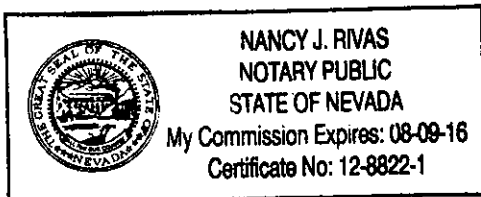
This change shall not become effective until approved by the Strawberry Water Users Association, the High Line Canal Company, and the Secretary of the Interior of the United States.

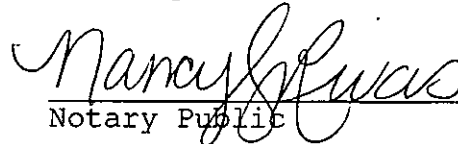

Brett J. Rogers

Nevada
STATE OF ~~UTAH~~) SS
COUNTY OF ~~UTAH~~)
Clark


Janean Rogers

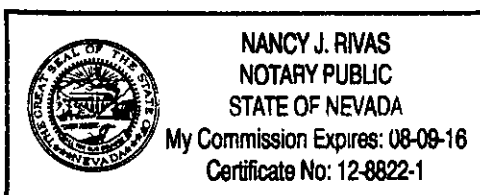
On the 30th day of May, 2013, personally appeared before me Brett J. Rogers, the Grantors of this document, signers of the within instrument who duly acknowledged to me that they executed the same.




Notary Public

Nevada
STATE OF ~~UTAH~~) SS
COUNTY OF ~~UTAH~~)
Clark

On the 30th day of May, 2013, personally appeared before me Janean Rogers, 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 1st Day of July, 2013.

Robert M. McMullin
McMullin Orchards, Inc.

STATE OF UTAH) SS
COUNTY OF UTAH)

On the 1st day of July, 2013, personally appeared before me Robert M. McMullin and who by me duly sworn, did say that he is the _____ (title of office) and that said document was signed by him in behalf of the McMullin Orchards, Inc., the Grantors of this document, signers of the within instrument who duly acknowledged to me that he executed the same.



[Signature]
Notary Public

Approved:

High Line 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 14 day of July, 2013, by and between Brett J. and Janean Rogers hereinafter referred to as Transferor, and McMullin Orchards, Inc. hereinafter as Transferees.

WHEREAS: The transferor has 1.07 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:

Brett J. Rogers
Brett J. Rogers

Transferor:

Janean Rogers
Janean Rogers.

Transferees:

Robert M. Mullin
McMullin Orchards, Inc.