



Water Rights & Water Shares (CORE)

Real Estate Class #RC220745

Tucker Hodgson-
Continuing Education Instructor #6728570-CEI0

Disclosure of Costs and Fees



Disclosure of Costs and Fees



Like HOA Dues and Transfer Fees, fees for Water Right / Water Share transfer should be disclosed to all parties to the transaction.



From the Utah Division of Water Rights

All waters in Utah are public property. A “water right” is a right to divert (remove from its natural source) and beneficially use water.

<https://waterrights.utah.gov/wrinfo/default.asp>



Utah Division of Water Rights

[Programs](#)[Meetings](#)[Data](#)[Law / Agreements](#)[Contact Us](#)[Staff](#)

FAQ's

- ▶ [How do I change my address on the Division of Water Right Records?](#)
- ▶ [How can I sign up to receive email notifications for water rights?](#)
- ▶ [I want to build a house and need a well. What do I need to do?](#)
- ▶ [I understand I need to buy a water right. How do I go about it?](#)
- ▶ [How do I know if a water right I'm thinking about buying is a "good one"?](#)

Welcome to the Division of Water Rights

The Utah Division of Water Rights (DWRi) is an agency of Utah State Government within the Department of Natural Resources that administers the appropriation and distribution of the State's valuable water resources.

[Water Rights](#)[Distribution and Regulation](#)[Well Drilling](#)[Dam Safety](#)[Stream Alterations](#)[Adjudication](#)

Click here for your
water right search

Resources

[Applications, Forms](#)[Informative Brochures](#)[Training Videos](#)

“All waters in Utah are public property.

A ‘water right’ is a right to divert (remove from natural source) and beneficially use water.”

<https://waterrights.utah.gov/wrinfo/default.asp> - Accessed 6/8/2022



Accessing Water

POINT OF DIVERSION: point specified in a water right from which water is diverted from a source. Examples include wells, river/streams, and springs.



The defining elements of a typical water right will include:

- A defined nature and extent of beneficial use
- A priority date
- A defined quantity of water allowed for diversion by flow rate (cfs) and/or by volume (acre-feet)
- A specified point of diversion and source of water
- A specified place of beneficial use. (area of use)

<https://waterrights.utah.gov/wrinfo/default.asp> - Accessed 6/8/2022

Use / Priority



Quantity



Point of Diversion

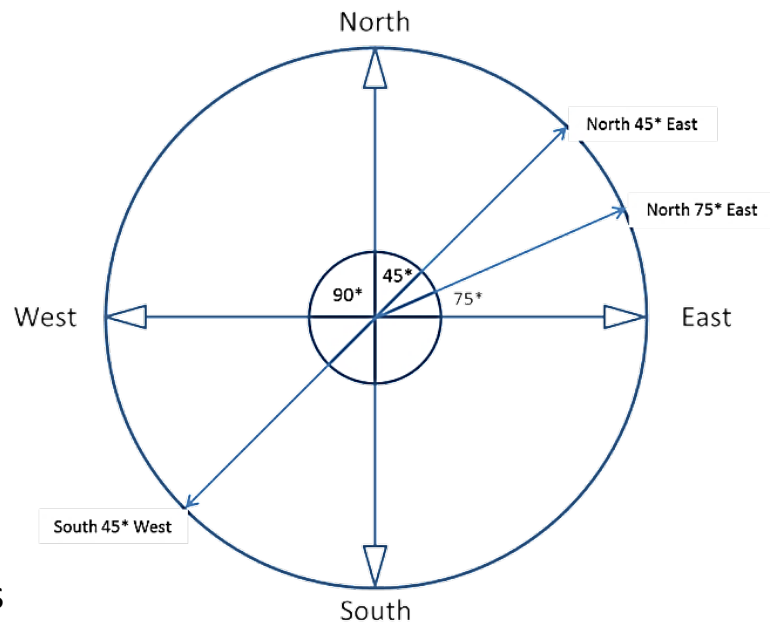


Place of Use (area of use)



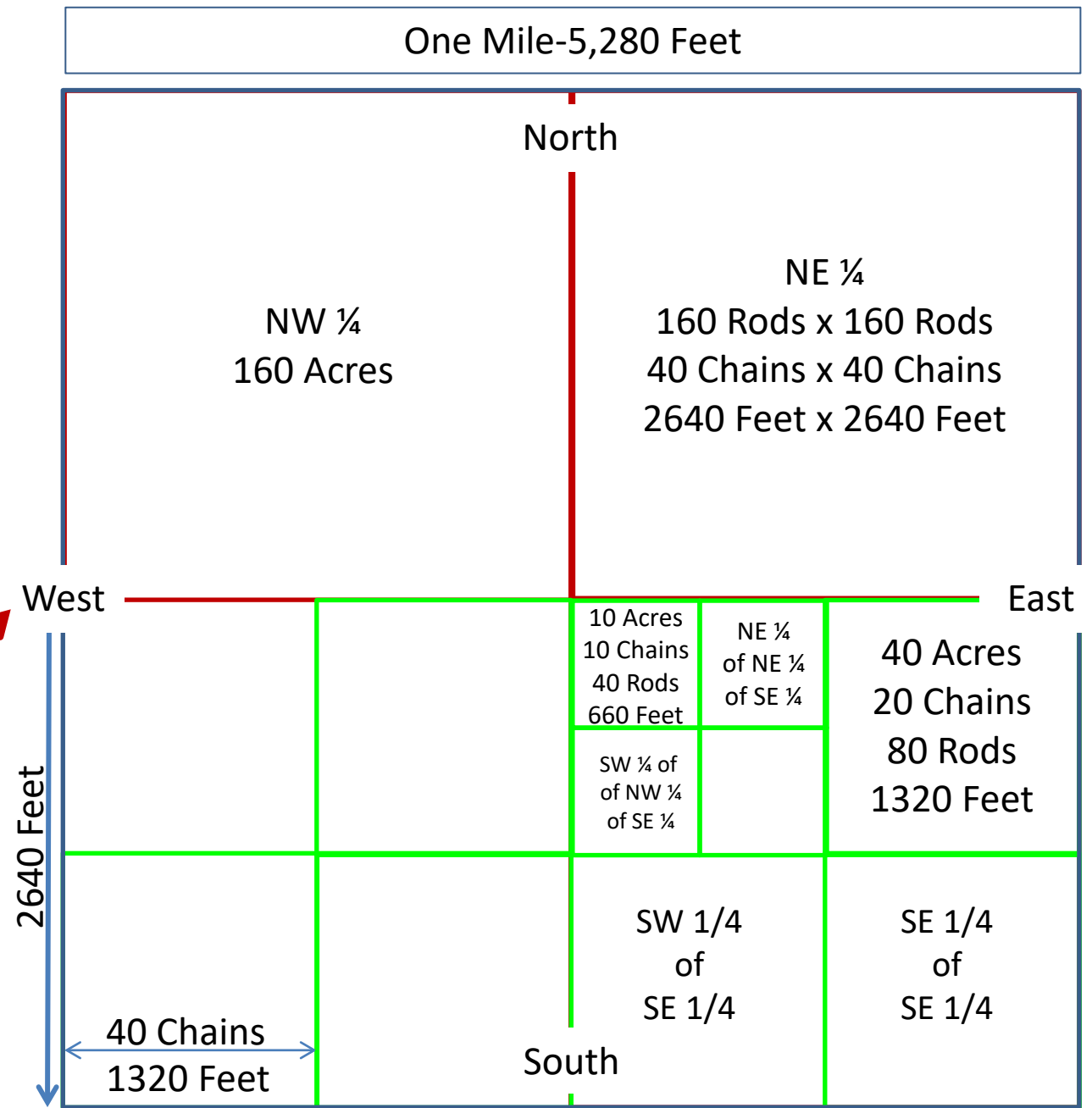
A specified place of beneficial use...

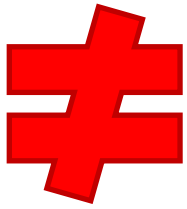




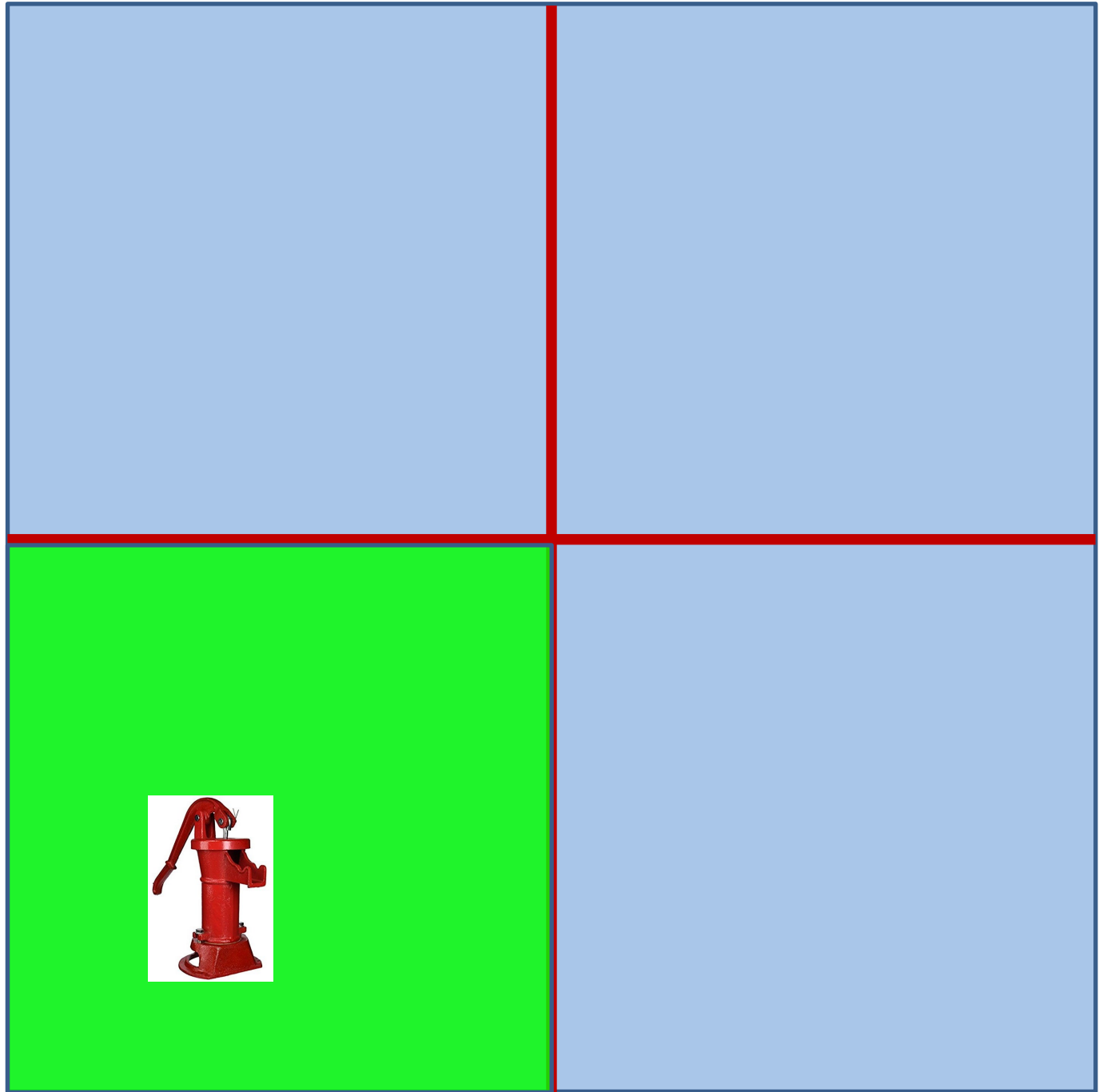
Link = 7.92 Inches
 Rod = 25 Links or 16.5 feet
 Chain = 66 feet, 4 Rods, 100 Links
 Furlong = 40 rods, 660 Feet
 Mile = 8 furlongs, 320 rods,
 80 chains, 5280 feet

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	18	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6





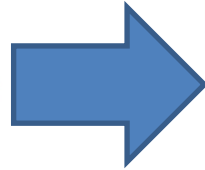
**400 Acre
Feet**



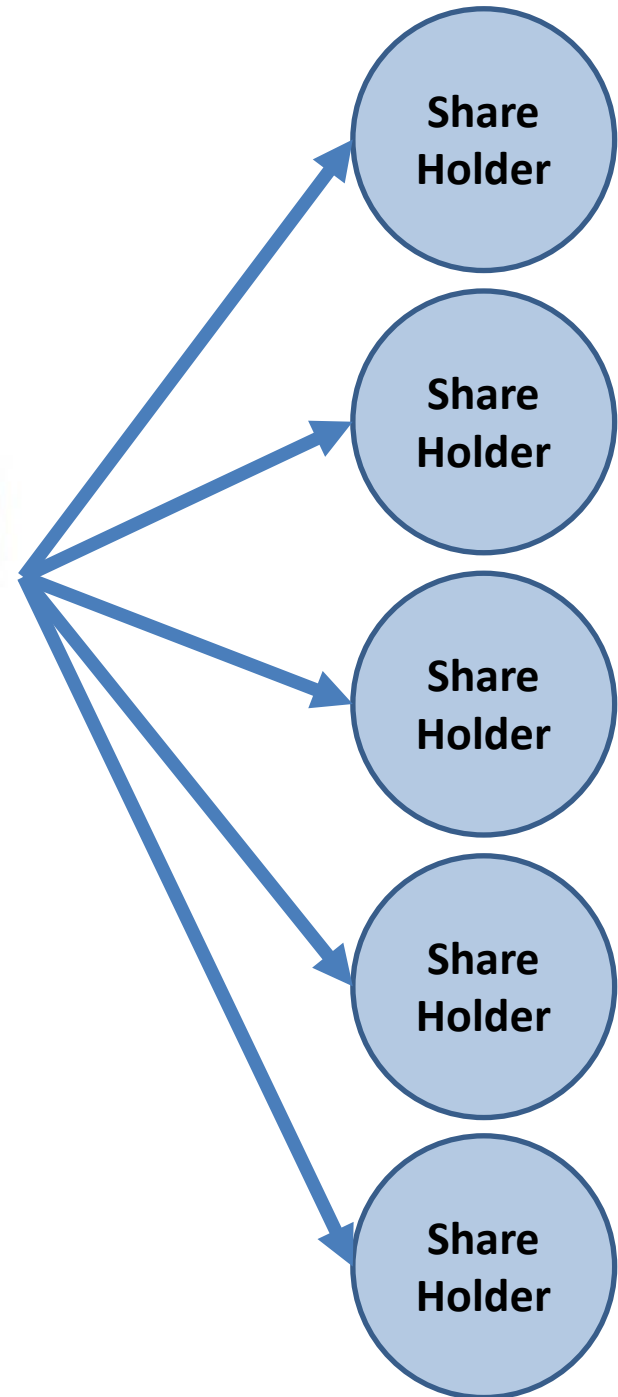




MUTUAL
IRRIGATION
COMPANY



WATER
RIGHT

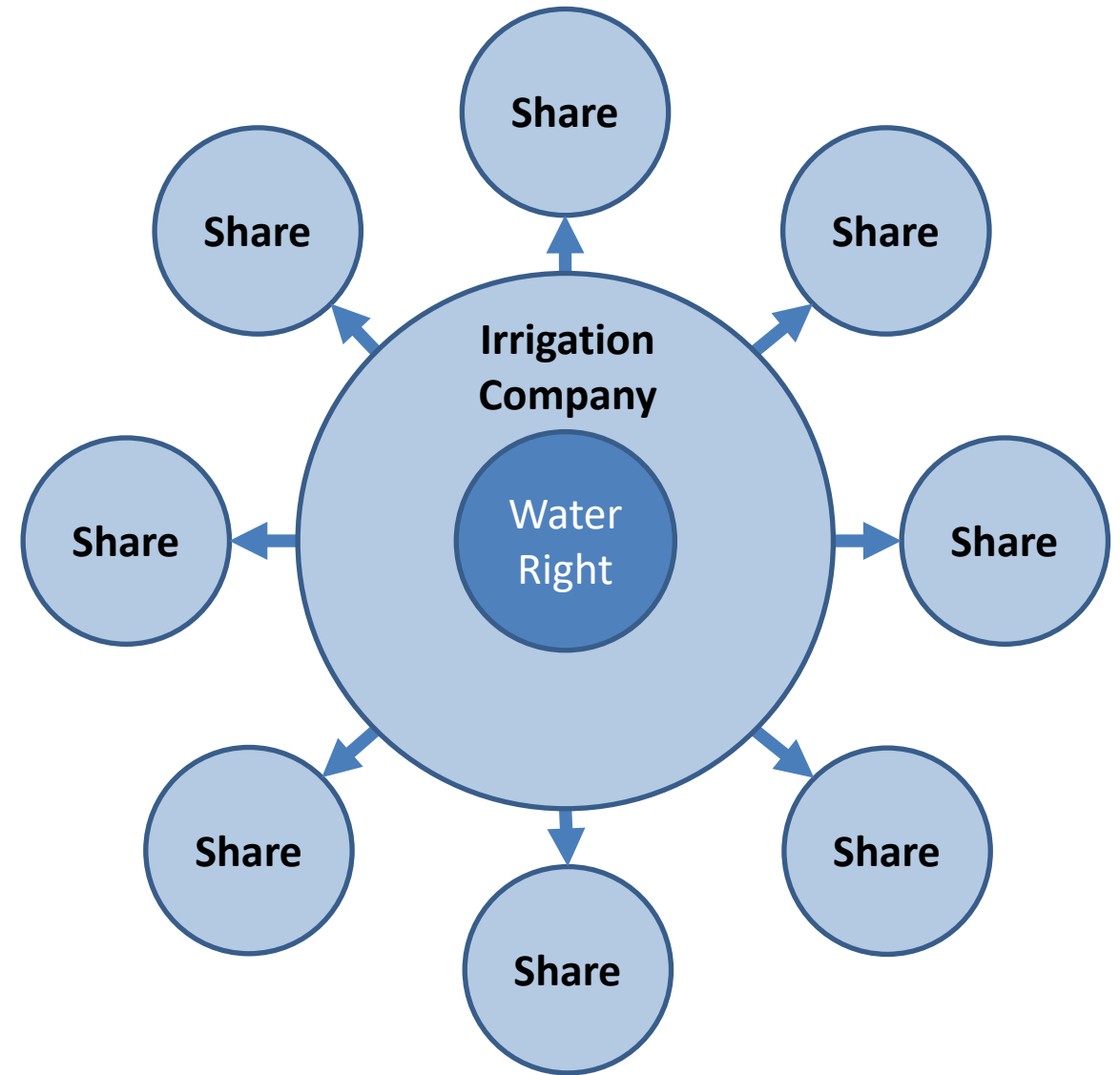


Summary of Water Share

Definitions from Utah

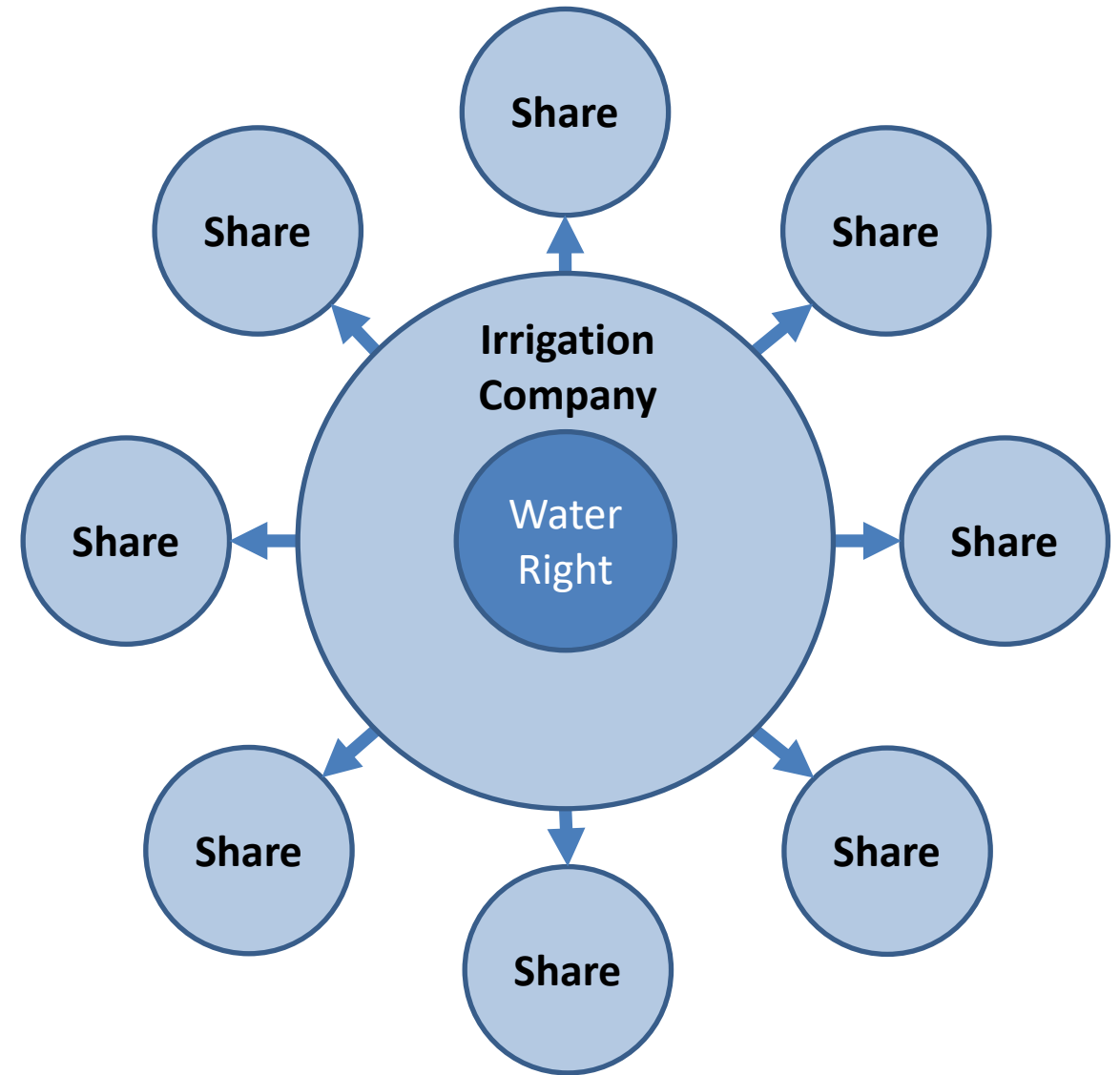
Division of Water Rights

SHARE- stock in a mutual irrigation company. Many irrigation companies exist in Utah which own water rights used by their share holders. The amount of water the company allows each share holder to divert is usually determined by the company stock shares owned or rented. Shares in an irrigation company are not water rights. The company collectively owns the water right(s), the benefits from which are distributed to the share holders. This is evidence of the holder's right to a portion of the water delivered by the company.



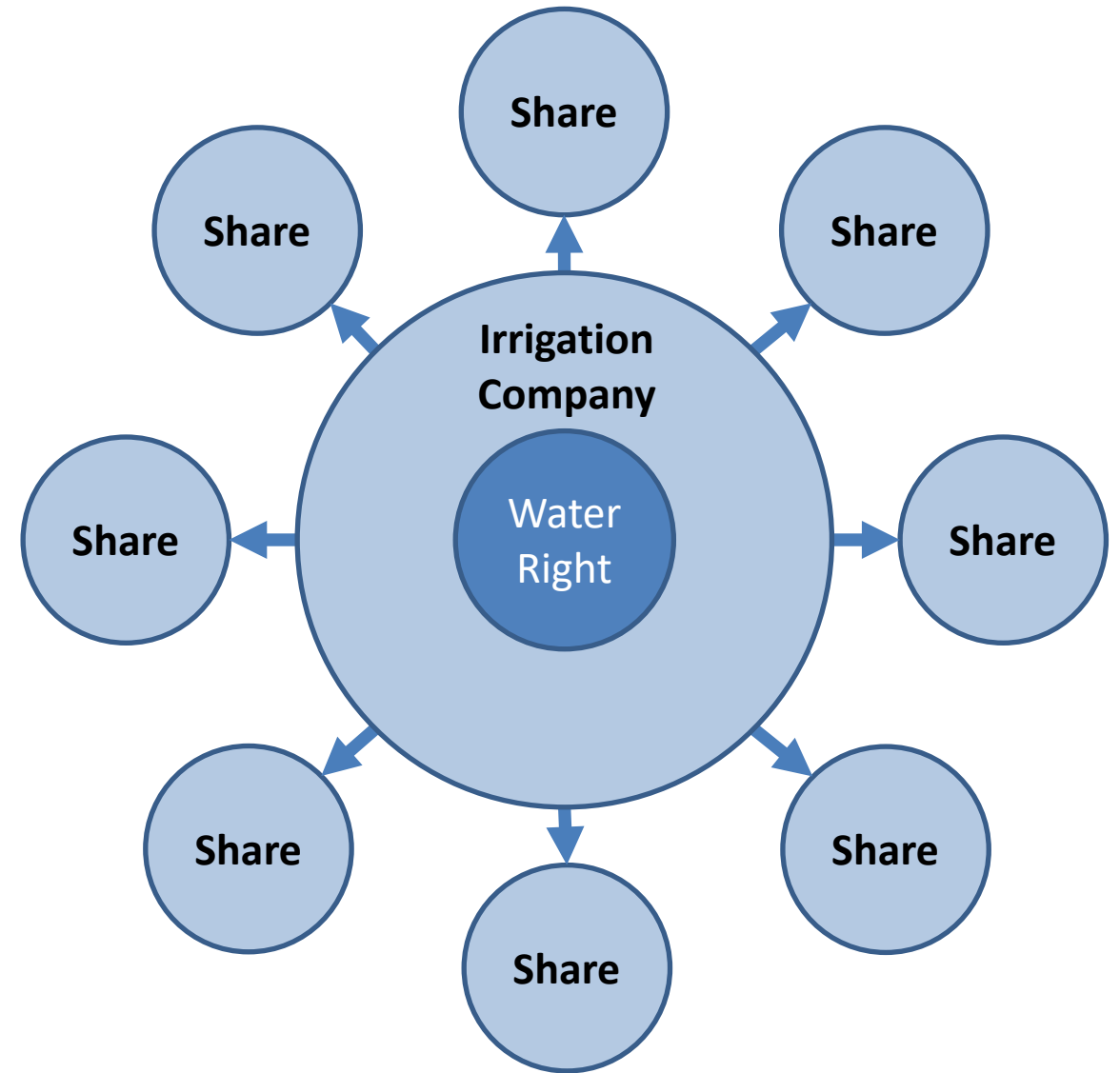
Summary of Water Share Definitions from Utah Division of Water Rights

STOCK CERTIFICATE -a certificate issued by an irrigation company representing ownership in the assets of the company including water rights. An **ASSESSMENT** is required, based on shares owned, to pay the operating expenses of the company.





Definitions from Utah Division of Water Rights


APPURTENANT- when the land served is sold, the water right/share is automatically included in the sale, unless specifically exempted in the deed.



Rainwater Collection: <https://waterrights.utah.gov/forms/rainwater.asp>

 Services Agencies

Search Utah.gov 



Rainwater Harvesting Registration

Name

Telephone (10 digits, numbers only):

Address where rainwater is to be harvested:
(Street, RFD, Box Number)

(City, State, Zip)

Storage Size (Storage is limited to 2,500 gallons.)

- To collect, store, and place the captured precipitation to a beneficial use, a person must register the use with the Utah Division of Water Rights as detailed in 73-3-1.5.
- A person may collect and store precipitation without registering in no more than two covered storage containers if neither covered container has a maximum storage capacity of greater than 100 gallons.
- The total allowed storage capacity with registration is no more than 2,500 gallons. Collection and use are limited to the same parcel of land on which the water is captured and stored.
- There is no charge for registration.
- When you submit this form, your browser will be redirected to the Rainwater Harvesting Registration certificate, which you should print for your records.

By entering your valid e-mail address below, you certify that the information entered on this form is true and correct to the best of your knowledge.
E-mail address :

List of Registrations

Cancel

Submit

Utah Division of Water Rights | 1594 West North Temple Suite 220, P.O. Box 146300, Salt Lake City, Utah 84114-6300 | 801-538-7240
[Utah.gov](#) | [Natural Resources](#) | [Contact](#) | [Terms of Use](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Translate Utah.gov](#)

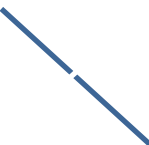
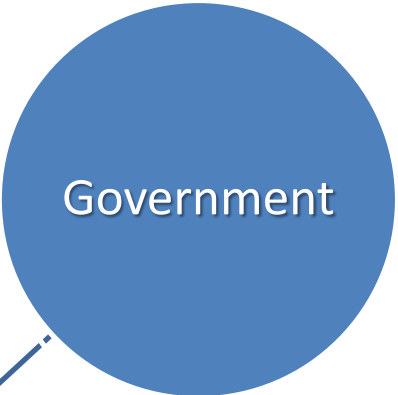
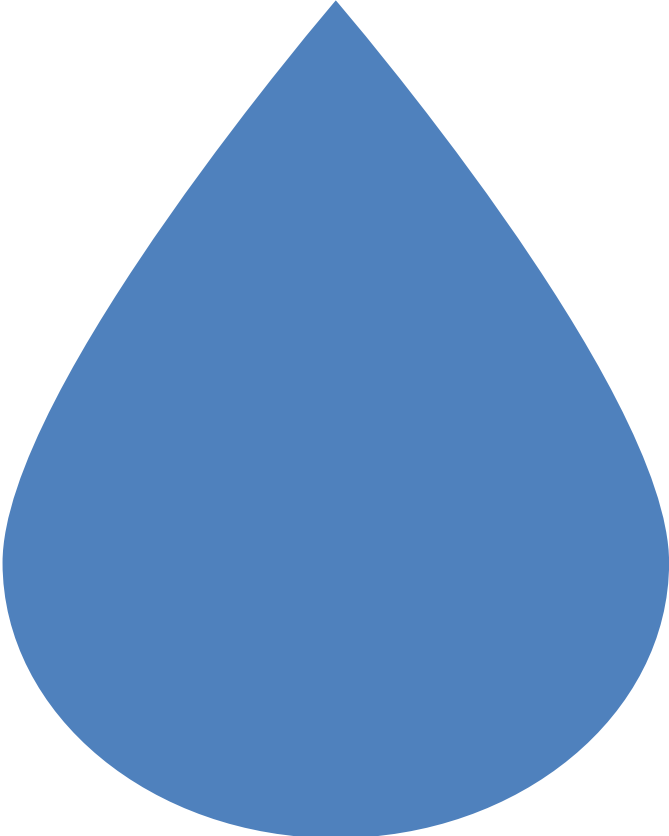
Approved Water Uses in Utah

- A single water right can have multiple declared uses

MID-POXS

- **M**: Municipal
- **I**: Irrigation
- **D**: Domestic
- **P**: Power
- **O**: Other
- **X**: Mining
- **S**: Stockwatering





Water and the REPC & P&S Agreement



PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE

This is a legally binding contract. This form has been prepared by counsel for the Utah CCIM Chapter. Parties to this Purchase and Sale Agreement for Commercial Real Estate (the "PSA") may agree, in writing, to alter or delete provisions of this PSA. All such changes should be reflected in an Addendum. The body of this PSA should not be modified. Seek advice from your attorney and tax advisor before entering into a binding contract.

FUNDAMENTAL TERMS OF OFFER TO PURCHASE COMMERCIAL OR MULTI-FAMILY PROPERTY

"REFERENCE DATE": _____

"SELLER": _____

With Notices to be given at: Street Address: _____
City, State, Zip Code _____
Fax, Email _____

"BUYER": _____

With Notices to be given at: Street Address: _____
City, State, Zip Code _____
Fax, Email _____

"PROPERTY": Name/General Description: _____

Address: _____
City: _____, County: _____, Utah, Zip: _____

County Tax Parcel #: _____

Source of legal description (check applicable box):

☐ TITLE COMMITMENT (See Section 8(a))

☐ SURVEY (See Survey Addendum, if applicable)

The Property also includes certain rights and interests described in Section 2.

"DEED": ☐ General Warranty Deed ☐ Special Warranty Deed ☐ Other _____

"TITLE POLICY": ☐ Standard Coverage ☐ Extended Coverage

"PURCHASE PRICE": \$ _____

"EARNEST MONEY DEPOSIT": \$ _____ in the form of: ☐ Wire Transfer ☐ Buyer's Check to be deposited with: ☐ Buyer's Brokerage ☐ Title Company/Escrow Agent ☐ Other _____. Buyer agrees to deliver the Earnest Money Deposit no later than four (4) calendar days after Acceptance (as defined in Section 23). The Brokerage or Other depository shall deposit the Earnest Money into the Real Estate Trust Account no later than four (4) calendar days from receipt.

"SELLER DISCLOSURE DEADLINE": (Date) _____

"DUE DILIGENCE DEADLINE": (Date) _____

"SETTLEMENT DEADLINE": (Date) _____

"SELLER'S AGENT": _____

"SELLER'S BROKERAGE": _____

"BUYER'S AGENT": _____

"BUYER'S BROKERAGE": _____

"MEDIATION": Seller and Buyer ☐ DO ☐ DO NOT elect to mediate in accordance with the provisions of Section 15. [check box]

ADDITIONAL TERMS: There ☐ ARE ☐ ARE NOT addenda to this PSA containing additional terms. If there are, the terms of the

following (each, an "Addendum" or collectively, the "Addenda") are incorporated into this PSA by this reference: [check box]

☐ Seller Financing ☐ Financing Contingency ☐ ALTA Survey ☐ Assumption of Financing ☐ Other Addendum



REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY RECEIPT

Buyer _____ offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$ _____ in the form of _____ which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Received by: _____ ON _____ (Date)
(Signature of agent/broker acknowledges receipt of Earnest Money)

Brokerage: _____ Phone Number: _____

OFFER TO PURCHASE

1. **PROPERTY:** _____

also described as: _____

City of _____ County of _____ State of Utah, ZIP _____ (the "Property").

1.1 **Included Items.** (specify) _____

1.2 **Water Rights/Water Shares.** The following water rights and/or water shares are included in the Purchase Price.

☐ _____ Shares of Stock in the _____ (Name of Water Company)

☐ Other (specify) _____

2. **PURCHASE PRICE** The purchase price for the Property is \$ _____

The purchase price will be paid as follows:

\$ _____ (a) **Earnest Money Deposit.** Under certain conditions described in this Contract THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.

\$ _____ (b) **New Loan.** Buyer agrees to apply for one or more of the following loans:

☐ CONVENTIONAL ☐ OTHER (specify) _____

If the loan is to include any particular terms, then check below and give details:

☐ SPECIFIC LOAN TERMS _____

\$ _____ (c) **Seller Financing.** (see attached Seller Financing Addendum, if applicable)

\$ _____ (d) **Other (specify).** _____

\$ _____ (e) **Balance of Purchase Price in Cash at Settlement.**

PURCHASE PRICE. Total of lines (a) through (e)

3. **SETTLEMENT AND CLOSING.** Settlement shall take place on the Settlement Deadline referenced in Section 24(c), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the Lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (ii) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

4. **POSSESSION.** Seller shall deliver physical possession to Buyer within: ☐ Upon Closing ☐ Other (specify) _____



REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this ____ day of _____, 20____ ("Offer Reference Date") ("Buyer") offers to purchase from _____ ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$ _____ in the form of _____. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

OFFER TO PURCHASE

1. **PROPERTY:** _____
City of _____, County of _____, State of Utah, Zip _____, Tax ID No. _____
(the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 **Included Items.** Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 **Other Included Items.** The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☐ washers ☐ dryers ☐ refrigerators ☐ microwave ovens ☐ other (specify) _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☐ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 **Excluded Items.** The following items are excluded from this sale: _____

1.4 **Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. **PURCHASE PRICE.**

2.1 **Payment of Purchase Price.** The Purchase Price for the Property is \$ _____. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$ _____ (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$ _____ (b) **Additional Earnest Money Deposit** (see Section 8.4 if applicable)

\$ _____ (c) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer. If an FHAVA loan applies, see attached FHAVA Loan Addendum.

\$ _____ (d) **Seller Financing** (see attached Seller Financing Addendum)

\$ _____ (e) **Balance of Purchase Price in Cash at Settlement**

\$ _____ **PURCHASE PRICE.** Total of lines (a) through (e)

2.2 **Sale of Buyer's Property.** Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☐ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. **SETTLEMENT AND CLOSING.**

3.1 **Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE

This is a legally binding contract. This form has been prepared by counsel for the Utah CCIM Chapter. Parties to this Purchase and Sale Agreement for Commercial Real Estate (the "PSA") may agree, in writing, to alter or delete provisions of this PSA. All such changes should be reflected in an Addendum. The body of this PSA should not be modified. Seek advice from your attorney and tax advisor before entering into a binding contract.

FUNDAMENTAL TERMS OF OFFER TO PURCHASE COMMERCIAL OR MULTI-FAMILY PROPERTY

"REFERENCE DATE": _____

"SELLER": _____

With Notices to be given at: Street Address _____

City, State, Zip Code _____

2. PROPERTY. Unless excluded by another provision of this PSA or an Addendum or Counteroffer, the Property includes: (a) all fixtures presently attached to the Property; (b) all personal property owned by Seller and used primarily in connection with the Property; (c) Seller's right, if any, in any names or trademarks under which the Property is operated, but not including the generic name or trademarks of Seller; (d) all rights and easements appurtenant to the Property; and (e) all water rights and/or water shares, if any, that are the source for culinary or secondary water used in connection with the Property.

"DEED": ☐ General Warranty Deed ☐ Special Warranty Deed ☐ Other _____

"TITLE POLICY": ☐ Standard Coverage ☐ Extended Coverage

"PURCHASE PRICE": \$ _____

"EARNEST MONEY DEPOSIT": \$ _____ in the form of: ☐ Wire Transfer ☐ Buyer's Check to be deposited with ☐ Buyer's Brokerage ☐ Title Company/Escrow Agent ☐ Other _____. Buyer agrees to deliver the Earnest Money Deposit no later than four (4) calendar days after Acceptance (as defined in Section 23). The Brokerage or Other depository shall deposit the Earnest Money into the Real Estate Trust Account no later than four (4) calendar days from receipt.

"SELLER DISCLOSURE DEADLINE": (Date) _____

"DUE DILIGENCE DEADLINE": (Date) _____

"SETTLEMENT DEADLINE": (Date) _____

"SELLER'S AGENT": _____

"SELLER'S BROKERAGE": _____

"BUYER'S AGENT": _____

"BUYER'S BROKERAGE": _____

"MEDIATION": Seller and Buyer ☐ DO ☐ DO NOT elect to mediate in accordance with the provisions of Section 15. [check box] ADDITIONAL TERMS: There ☐ ARE ☐ ARE NOT addenda to this PSA containing additional terms. If there are, the terms of the following (each, an "Addendum" or collectively, the "Addenda") are incorporated into this PSA by this reference: [check box] ☐ Seller Financing ☐ Financing Contingency ☐ ALTA Survey ☐ Assumption of Financing ☐ Other Addendum

OFFER TO PURCHASE

1. OFFER TO PURCHASE. Buyer offers to purchase the Property from Seller for the Purchase Price and otherwise upon the terms and subject to the conditions set forth in this PSA. Certain capitalized terms used in this PSA are defined in Section 27.

2. PROPERTY. Unless excluded by another provision of this PSA or an Addendum or Counteroffer, the Property includes: (a) all fixtures presently attached to the Property; (b) all personal property owned by Seller and used primarily in connection with the Property; (c) Seller's right, if any, in any names or trademarks under which the Property is operated, but not including the generic name or trademarks of Seller; (d) all rights and easements appurtenant to the Property; and (e) all water rights and/or water shares, if any, that are the source for culinary or secondary water used in connection with the Property.

3. PAYMENT OF PURCHASE PRICE. Unless the Loan Assumption Addendum or the Seller Financing Addendum is part of this PSA, the Purchase Price and all other sums shall be paid by federal wire transfer or other collected funds at the Closing.

4. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline or on another date upon which the Parties agree in writing. "Settlement" shall be deemed to have occurred only when all of the following have been fully completed: (a) Buyer and Seller have signed and delivered to the Escrow Agent all documents required by this PSA, by any lender, or by Applicable Law; (b) any monies required to be paid by Buyer under this PSA (except for the proceeds of any new loan) have been delivered by Buyer to the Escrow Agent; and (c) any monies required to be paid by Seller under this PSA have been delivered by Seller to the Escrow Agent. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the Escrow Agent for its services in the Settlement and Closing. Taxes and assessments for the current year, rents, association dues, utilities and charges accrued under contracts relating to the Property and assumed by Buyer, operating expenses relating to the Property and interest on any assumed obligations shall be prorated as of 11:59 p.m. on the day prior to Settlement.

terms of a separate written agreement. If an Agent or Brokerage represents both Seller and Buyer, then he, she or it shall constitute a "Limited Agent," as defined in applicable regulations of the Utah Division of Real Estate.

7. DEED AND TITLE INSURANCE.

7.1 Deed. Seller will convey title to Buyer at Closing by statutory form of Deed specified in the Fundamental Terms. Buyer agrees to accept title to the Property subject to: (a) the Permitted Exceptions (defined below); (b) any lease or property management agreement timely disclosed to Buyer pursuant to Section 8 below and not objected to by Buyer prior to the Due Diligence Deadline; and (c) any title exception arising by, through or under Buyer.

7.2 Title Policy. At Settlement, Seller agrees to pay for the Title Policy specified in the Fundamental Terms, in the amount of the Purchase Price insuring title to the Property to Buyer subject only to the Permitted Exceptions (the "Title Policy"). Buyer, at its sole option, cost and expense, may elect to obtain additional coverage or additional specific endorsements. Notwithstanding anything the PSA to the contrary, in no event shall Seller be required to pay more than twice the cost of a standard title insurance policy (exclusive of endorsements) for an extended title insurance policy.

8. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline, Seller shall provide to Buyer the following at Seller's sole cost and expense (the "Seller Disclosures"):

- a preliminary title commitment (the "Title Commitment") from a title company selected by Seller (the "Title Company"), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment;
- a true and correct copy of all leases, management agreements and contracts affecting the Property;
- a Seller property condition disclosure for the Property signed and dated by Seller;
- all copies in Seller's possession of studies and/or reports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which Seller is aware but that are not in Seller's possession;

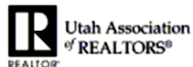
**COMMERCIAL REAL PROPERTY
SELLER'S PROPERTY CONDITION DISCLOSURES**

SELLER'S AGENT – Complete only the following section

	YES*	NO	N/A
* If Yes, please explain the nature, location, extent, names, dates, etc., as applicable. Please attach additional pages as needed.			
5. WATER			
a. Do you know what the source of the culinary (and secondary, if not the same) water is to the Property? (Such as well, spring, private, municipal)			
b. Do you know if the water quality and/or flow rate been tested? If so, when and what were the results?			
c. Do you know of any past or present problems with any water service provided to the Property by the water service provider?			
d. Do you know if a well is presently located on the Property? If so, do you know what is the water right number for the well?			

based upon the knowledge of _____ (name), the _____ (title) of the Property (herein, "Knowledge"). The Buyer will rely on the information provided herein to determine whether to purchase the Property. The Seller is not required to conduct new investigations in order to answer any of the following questions, and is not required to answer any questions not required to be answered under the purchase and sale agreement or pursuant to applicable law. Accordingly, if any question is unclear, or if the Seller is unsure how to respond to a question, the Seller should seek the advice of legal advisor if Seller is concerned about the correct response.

In the blank space provided at the end of this Disclosure, please provide a description of any defect or condition in the Property not previously disclosed to Buyer in writing of which the Seller has knowledge; that would not be apparent to ordinary persons without specialized knowledge in construction or real estate; and that would influence the decision of a person of ordinary intelligence to purchase the Property. When describing any past or present problems, malfunctions, or defects, please include the location of the problem, date, nature of the problem, and any actions taken to remedy the problem. Mark N/A if a question does not apply to the property.



REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY RECEIPT

Buyer _____ offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$_____ in the form of _____ which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Received by: _____ on _____ (Date)
(Signature of agent/broker acknowledges receipt of Earnest Money)

Brokerage: _____ Phone Number: _____

OFFER TO PURCHASE

1. **PROPERTY:** _____

also described as: _____

City of _____ County of _____ State of Utah, ZIP _____ (the "Property").

1.1 **Included Items. (specify)** _____

1.2 **Water Rights/Water Shares.** The following water rights and/or water shares are included in the Purchase Price.

☐ _____ Shares of Stock in the _____ (Name of Water Company)
☐ Other (specify) _____

2. **PURCHASE PRICE** The purchase price for the Property is \$_____

The purchase price will be paid as follows:

\$_____ (a) **Earnest Money Deposit.** Under certain conditions described in this Contract **THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.**

\$_____ (b) **New Loan.** Buyer agrees to apply for one or more of the following loans:

☐ **CONVENTIONAL** ☐ **OTHER** (specify) _____

If the loan is to include any particular terms, then check below and give details:

☐ **SPECIFIC LOAN TERMS** _____

\$_____ (c) **Seller Financing.** (see attached Seller Financing Addendum, if applicable)

\$_____ (d) **Other (specify).** _____

\$_____ (e) **Balance of Purchase Price in Cash at Settlement.**

\$_____ **PURCHASE PRICE. Total of lines (a) through (e)**

3. **SETTLEMENT AND CLOSING.** Settlement shall take place on the Settlement Deadline referenced in Section 24(c), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the Lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (½) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (ii) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

4. **POSSESSION.** Seller shall deliver physical possession to Buyer within: ☐ **Upon Closing** ☐ **Other (specify)** _____

5. **CONFIRMATION OF AGENCY DISCLOSURE.** At the signing of this contract:

☐ Seller's Initials ☐ Buyer's Initials

Listing Agent _____, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller
as a Limited Agent;

Listing Broker for _____, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller
(Company Name) as a Limited Agent;

Buyer's Agent _____, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller
as a Limited Agent;

Buyer's Broker for _____, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller
(Company Name) as a Limited Agent;

6. **TITLE INSURANCE.** At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. Any additional title insurance coverage shall be at Buyer's expense.

7. **SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

(a) a Seller property condition disclosure for the Property, signed and dated by Seller;

(b) a commitment for the policy of title insurance;

(c) a copy of any leases affecting the Property not expiring prior to Closing;

(d) written notice of any claims and/or conditions known to Seller relating to environmental problems;

(e) evidence of any water rights and/or water shares referenced in Section 1.2 above; and

(f) Other (specify) _____

8. **BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE.** Buyer's obligation to purchase under this Contract (check applicable boxes):

(a) ☐ **IS** ☐ **IS NOT** conditioned upon Buyer's approval of the content of all the Seller Disclosures referenced in Section 7;

(b) ☐ **IS** ☐ **IS NOT** conditioned upon Buyer's approval of a physical condition inspection of the Property;

(c) ☐ **IS** ☐ **IS NOT** conditioned upon Buyer's approval of a survey of the Property by a licensed surveyor;

(d) ☐ **IS** ☐ **IS NOT** conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the Property; and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the Property;

(e) ☐ **IS** ☐ **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price;

(f) ☐ **IS** ☐ **IS NOT** conditioned upon Buyer's approval of the terms and conditions of any mortgage financing referenced in Section 2 above;

(g) ☐ **IS** ☐ **IS NOT** conditioned upon Buyer's approval of the following tests and evaluations of the Property: (specify) _____

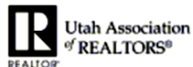
If any of items 8(a) through 8(g) are checked in the affirmative, then Sections 8.1, 8.2, 8.3 and 8.4 apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as Buyer's "Due Diligence." Unless otherwise provided in this Contract, Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence and with a final pre-closing inspection under Section 11.

8.1 **Due Diligence Deadline.** No later than the Due Diligence Deadline referenced in Section 24(b) Buyer shall: (a) complete all of Buyer's Due Diligence; and (b) determine if the results of Buyer's Due Diligence are acceptable to Buyer.

8.2 **Right to Cancel or Object.** If Buyer determines that the results of Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 **Failure to Respond.** If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in Section 8.2; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, The Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in Sections 8(a) through 8(g), including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 **Response by Seller.** If Buyer provides written objections to Seller, Buyer and Seller shall have seven calendar days after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in Section 10.2, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than three calendar days after expiration of the Response Period; whereupon the Earnest Money Deposit shall be released to Buyer. If this Contract is not canceled by Buyer under this Section 8.4, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in Section 10.



REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY RECEIPT

Buyer _____ offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$_____ in the form of _____ which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Received by: _____ on _____ (Date)
(Signature of agent/broker acknowledges receipt of Earnest Money)

Brokerage: _____ Phone Number: _____

OFFER TO PURCHASE

1. PROPERTY: _____

also described as: _____

City of _____ County of _____ State of Utah, ZIP _____ (the "Property").

1.1 Included Items. (specify) _____

1.2 Water Rights/Water Shares. The following water rights and/or water shares are included in the Purchase Price.

☐ _____ Shares of Stock in the _____ (Name of Water Company)

☐ Other (specify) _____

completed. (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the Lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (½) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (ii) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

4. POSSESSION. Seller shall deliver physical possession to Buyer within: ☐ Upon Closing ☐ Other (specify) _____

5. CONFIRMATION OF AGENCY DISCLOSURE. At the signing of this contract:

[] Seller's Initials [] Buyer's Initials

Listing Agent _____, represents [] Seller [] Buyer [] both Buyer and Seller
as a Limited Agent;

Listing Broker for _____, represents [] Seller [] Buyer [] both Buyer and Seller
(Company Name) as a Limited Agent;

Buyer's Agent _____, represents [] Seller [] Buyer [] both Buyer and Seller
as a Limited Agent;

Buyer's Broker for _____, represents [] Seller [] Buyer [] both Buyer and Seller
(Company Name) as a Limited Agent;

6. TITLE INSURANCE. At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. Any additional title insurance coverage shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the Property, signed and dated by Seller;
- (b) a commitment for the policy of title insurance;
- (c) a copy of any leases affecting the Property not expiring prior to Closing;
- (d) written notice of any claims and/or conditions known to Seller relating to environmental problems;
- (e) evidence of any water rights and/or water shares referenced in Section 1.2 above; and

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the Property, signed and dated by Seller;
- (b) a commitment for the policy of title insurance;
- (c) a copy of any leases affecting the Property not expiring prior to Closing;
- (d) written notice of any claims and/or conditions known to Seller relating to environmental problems;
- (e) evidence of any water rights and/or water shares referenced in Section 1.2 above; and
- (f) Other (specify) _____

complete all of Buyer's Due Diligence; and (b) determine if the results of Buyer's Due Diligence are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer determines that the results of Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in Section 8.2; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, The Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in Sections 8(a) through 8(g), including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have seven calendar days after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in Section 10.2, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than three calendar days after expiration of the Response Period; whereupon the Earnest Money Deposit shall be released to Buyer. If this Contract is not canceled by Buyer under this Section 8.4, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in Section 10.

SELLER'S PROPERTY CONDITION DISCLOSURE

(LAND)

This is a legally binding document. If not understood, consult an attorney.

LISTING AGENT – COMPLETE THIS SECTION ONLY!

SELLER NAME _____ ("Seller")

PROPERTY ADDRESS _____ ("Property")

LISTING BROKERAGE _____ ("Company")

NOTICE FROM COMPANY

Buyer and Seller are advised that the Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide Buyer or Seller with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Company and its agents strongly recommend that in connection with any offer to acquire the Property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of the Property. BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY, including, but not limited to: the cost, location, availability and quality of water and water service; the cost, location and availability of utility services; the cost of all utility service connection fees; any environmental issues associated with the Property; the boundaries of the Property; any planning, zoning and building restrictions; any private deed restrictions or other restrictive covenants; or the size or acreage of the Property.

INSTRUCTIONS TO SELLER

SELLER IS OBLIGATED UNDER LAW TO DISCLOSE TO BUYERS DEFECTS IN THE PROPERTY KNOWN TO SELLER THAT MATERIALLY AND ADVERSELY AFFECT THE VALUE OF THE PROPERTY THAT CANNOT BE DISCOVERED BY A REASONABLE INSPECTION BY AN ORDINARY PRUDENT BUYER. This disclosure form is designed to assist Seller in complying with these disclosure requirements. Please thoroughly disclose your actual knowledge regarding the condition of the Property. The Company, other real estate agents, and buyers will rely on this disclosure form.

- Complete the remainder of this form.
- Please be specific when describing any past or present issues or defects (location, nature of problem, etc.). Use additional addendum if necessary.
- If a question does not apply to your Property, WRITE "N/A" NEXT TO THE QUESTION.

1. NATURAL GAS, ELECTRICITY, TELEPHONE, CABLE TV

Please describe, to your knowledge, the approximate location of the nearest following utility service lines:

- A. Natural Gas: ☐ Located in _____ (Name of Street/Road) ☐ Stubbed to Lot Line
☐ Other (specify) _____
- B. Electricity: ☐ Located in _____ (Name of Street/Road) ☐ Stubbed to Lot Line
☐ Other (specify) _____
- C. Telephone: ☐ Located in _____ (Name of Street/Road) ☐ Stubbed to Lot Line
☐ Other (specify) _____
- D. Cable TV: ☐ Located in _____ (Name of Street/Road) ☐ Stubbed to Lot Line
☐ Other (specify) _____

2. SEWER/SEPTIC TANK

- A. To your knowledge, sewer service for the Property will be provided by (check applicable box):

☐ Public Sewer

☐ Septic Tank

- B. If Public Sewer, who is the Public Sewer provider: _____

- C. If sewer service is Septic Tank, to your knowledge has a percolation test been conducted on the Property?

☐ Yes ☐ No

- D. If a percolation test was conducted, to your knowledge, did the Property pass the test?

☐ Yes ☐ No

Culinary & Irrigation Water – Seller’s Disclosure for Land

3. CULINARY WATER

A. To your knowledge, culinary water service for the Property will be provided by (check applicable box):

☐ **Public Water** (Name of water service provider): _____

☐ **Private Water Company** (Name of water service provider): _____

☐ **Private Well**

NOTE: IF WATER SERVICE WILL BE PROVIDED BY PUBLIC WATER, SKIP TO SECTION 4

B. PRIVATE WATER COMPANY

(1) To your knowledge, what is the approximate location of the nearest private water company water service line?

[] **Located in** _____ (Name of Street/Road) [] **Stubbed to Lot Line**

[] **Other (specify)** _____

(2) Are the water share certificates in your possession? If yes, please attach a copy.

☐ **Yes** ☐ **No**

(3) To your knowledge, are water share assessments paid in full?

☐ **Yes** ☐ **No**

C. PRIVATE WELL

(1) Is a well presently located on the Property?

☐ **Yes** ☐ **No**

(2) To your knowledge, is your water right for the well represented by a contract with a special improvement or water conservancy district? If “Yes”, what is the number of the district contract? _____

☐ **Yes** ☐ **No**

(3) If your water right for the well is not based on a contract with a special improvement or water conservancy district, to your knowledge, what is the State Engineer “Index Number” for your water right? _____ - _____

Culinary & Irrigation Water – Seller’s Disclosure for Land

4. IRRIGATION WATER

- A. Are there any irrigation water rights with the Property? ☐ Yes ☐ No
- B. If irrigation water is delivered to you by an irrigation water company, what is the name of the company? _____

- C. Do you have in your possession water share certificates representing your right to receive and use irrigation water? ☐ Yes ☐ No
If “Yes”, please attach a copy of any such share certificates.
- D. If the irrigation water rights are other than shares in an irrigation water company, to your knowledge, what is the State Engineer “Index Number” or numbers for your irrigation water rights? _____ - _____
- E. Is there an irrigation water source and distribution facility in place for the Property such as canals, ditches or pressurized sprinkler system? If “Yes”, what is the name of the water source: _____ ☐ Yes ☐ No

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this ____ day of _____, 20____ ("Offer Reference Date") _____ ("Buyer") offers to purchase from _____ ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$_____ in the form of _____. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

OFFER TO PURCHASE

1. PROPERTY:

City of _____, County of _____, State of Utah, Zip _____, Tax ID No. _____
(the "Property"). Any reference below to the term "Property" shall include the Property described above together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 **Included Items.** Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing; heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 **Other Included Items.** The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☐ washers ☐ dryers ☐ refrigerators ☐ microwave ovens ☐ other (specify) _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☐ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 **Excluded Items.** The following items are excluded from this sale: _____

1.4 **Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE.

2.1 **Payment of Purchase Price.** The Purchase Price for the Property is \$_____. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$_____ (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.
\$_____ (b) **Additional Earnest Money Deposit** (see Section 8.4 if applicable)
\$_____ (c) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer. If an FHAVA loan applies, see attached FHAVA Loan Addendum.
\$_____ (d) **Seller Financing** (see attached Seller Financing Addendum)
\$_____ (e) **Balance of Purchase Price in Cash at Settlement**
\$_____ **PURCHASE PRICE.** Total of lines (a) through (e)

2.2 **Sale of Buyer's Property.** Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☐ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 **Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

Page 1 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

The provisions of this Section 6.1(a) shall survive Closing.

(b) **Short-Term Rental Bookings.** Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

6.2 **Title Insurance.** At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the ALTA Homeowner's Policy of Title Insurance (the "Homeowner's Policy"). If the Homeowner's Policy is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the Homeowner's Policy if available through any other title insurance agency selected by Buyer; (b) if the Homeowner's Policy is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an ALTA Owner's Policy of Title Insurance ("Owner's Policy") available through the Issuing Agent.

7. **SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a Lead-Based Paint Disclosure & Acknowledgement for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 **DUE DILIGENCE CONDITION.** Buyer's obligation to purchase the Property: ☐ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.2 **APPRAISAL CONDITION.** Buyer's obligation to purchase the Property: ☐ IS ☐ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal

Page 3 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

1. PROPERTY: _____

City of _____, County of _____, State of Utah, Zip _____ Tax ID No. _____
(the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (**check applicable box**): ☐ washers ☐ dryers ☐ refrigerators ☐ microwave ovens ☐ other (specify) _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☐ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 Excluded Items. The following items are excluded from this sale: _____

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

The provisions of this Section 6.1(a) shall survive Closing.

(b) **Short-Term Rental Bookings.** Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "Homeowner's Policy"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) _____

whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal

SELLER'S PROPERTY CONDITION DISCLOSURE

This is a legally binding document. If not understood, consult an attorney.

SELLER'S AGENT – COMPLETE THIS SECTION ONLY!

SELLER NAME: _____ ("Seller")
PROPERTY ADDRESS: _____ ("Property")
SELLER'S BROKERAGE: _____ ("Seller's Brokerage")

NOTICE

Buyer and Seller are advised that the Seller's Brokerage and its agents are trained in the marketing of real estate. Neither the Seller's Brokerage nor its agents are trained or licensed to provide Buyer or Seller with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Seller's Brokerage and its agents strongly recommend that in connection with any offer to acquire the Property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of the Property.

If the Buyer's agent/brokerage are providing this document to an unrepresented Seller, the Seller acknowledges and agrees that the Buyer's agent/brokerage represent solely the interests of the Buyer. The Seller acknowledges that the Buyer's agent/brokerage have advised the Seller that the Seller is entitled to be represented by a real estate agent that will represent the Seller exclusively. The Seller has however, elected not to be represented by a real estate agent in this transaction. The Seller further acknowledges and agrees that all actions of the Buyer's agent/brokerage, even those that assist the Seller in performing or completing any of the Seller's contractual or legal obligations, are intended for the benefit of the Buyer exclusively.

INSTRUCTIONS TO SELLER

SELLER IS OBLIGATED UNDER LAW AND UNDER REPC SECTION 7(a), REGARDLESS OF OCCUPANCY, TO DISCLOSE TO BUYERS DEFECTS IN THE PROPERTY AND FACTS KNOWN TO SELLER THAT MATERIALLY AND ADVERSELY AFFECT THE USE AND VALUE OF THE PROPERTY THAT CANNOT BE DISCOVERED BY A REASONABLE INSPECTION BY AN ORDINARY PRUDENT BUYER. This disclosure form is designed to assist Seller in complying with these disclosure requirements.

Please thoroughly disclose your actual knowledge regarding the condition of the Property. The Seller's Brokerage, other real estate agents, and buyers will rely on this disclosure form.

- Complete the remainder of this form.
- Please be specific when describing any past or present problems, malfunctions or defects (location, nature of problem, etc.).
- Use an additional addendum if necessary.
- If a question does not apply to your Property, CHECK THE "N/A" BOX NEXT TO THE QUESTION.

Culinary & Irrigation Water – Seller’s Disclosure

6. CULINARY WATER		YES	NO	N/A
Culinary water service for the Property is provided by (check applicable box below):				
<input type="checkbox"/> Governmental Entity (city, town, water district, etc.).				
A. Name of Governmental Entity water service provider: _____				
B. Are you aware of any past or present problems with any water service provided to the Property by the Governmental Entity, i.e., water quality, inadequate or excessive water pressure, etc.?				
i. If "Yes", please describe, to your knowledge, the nature of any such problems: _____ _____				
<input type="checkbox"/> Water Company.				
A. Name of Water Company: _____				
B. Contact information for Water Company: _____				
C. Please attach a copy of any water share certificates in your possession.				
D. To your knowledge, are water share assessments paid in full?				
E. Are you aware of any past or present problems with any water service provided to the Property by the Water Company, i.e., water quality, inadequate or excessive water pressure, etc.?				
i. If "Yes", please describe, to your knowledge, the nature of any such problems: _____ _____				

<input type="checkbox"/> Private Water Right (Well, Spring, ect.).				
A. Is a well, spring, or other water source presently located on the Property?				
B. Do you share a well, spring, or other water source with any other person or entity? If "Yes," please attach a copy of any sharing agreement.				
C. To your knowledge, what is the State Engineer's assigned water right number for your water right? _____ - _____				
D. To your knowledge, is your water right represented by a contract with a water conservancy district or other district?				
i. If "Yes", what is the district name and what is the number of the contract? _____ _____				
E. Are you aware of any past or present problems with the water source or water system (for example, water quality, inadequate water pressure, faulty pump, well issues, etc.)?				
i. If "Yes", please describe, to your knowledge, the nature of any such problems: _____ _____				

7. IRRIGATION/SECONDARY WATER		YES	NO	N/A
Irrigation/secondary water service for the Property is provided by (check applicable box below):				
<input type="checkbox"/> Governmental Entity (city, town, water district, etc.).				
A. Name of Governmental Entity water service provider: _____				
B. Are you aware of any past or present problems with any water service provided to the Property by the Governmental Entity, i.e., water quality, inadequate or excessive water pressure, etc.?				
i. If "Yes", please describe, to your knowledge, the nature of any such problems: _____ _____				
<input type="checkbox"/> Water Company.				
A. Name of Water Company: _____				
B. Contact information for Water Company: _____				
C. Please attach a copy of any water share certificates in your possession.				
D. To your knowledge, are water share assessments paid in full?				
E. Are you aware of any past or present problems with any water service provided to the Property by the Water Company, i.e., water quality, inadequate or excessive water pressure, etc.?				
i. If "Yes", please describe, to your knowledge, the nature of any such problems: _____ _____				

<input type="checkbox"/> Private Water Right (Well, Spring, ect.).				
A. Is a well, spring, or other water source presently located on the Property?				
B. Do you share a well, spring, or other water source with any other person or entity? If "Yes," please attach a copy of any sharing agreement.				
C. To your knowledge, what is the State Engineer's assigned water right number for your water right? _____ - _____				
D. To your knowledge, is your water right represented by a contract with a water conservancy district or other district?				
i. If "Yes", what is the district name and what is the number of the contract? _____ _____				
E. Are you aware of any past or present problems with the water source or water system (for example, water quality, inadequate water pressure, faulty pump, well issues, etc.)?				
i. If "Yes", please describe, to your knowledge, the nature of any such problems: _____ _____				

Culinary & Irrigation Water – Seller’s Disclosure

6. CULINARY WATER		YES	NO	N/A
Culinary water service for the Property is provided by (check applicable box below):				
<input type="checkbox"/> Governmental Entity (city, town, water district, etc.).				
A. Name of Governmental Entity water service provider: _____				
B. Are you aware of any past or present problems with any water service provided to the Property by the Governmental Entity, i.e., water quality, inadequate or excessive water pressure, etc.?				
i. If "Yes", please describe, to your knowledge, the nature of any such problems: _____ _____				
<input type="checkbox"/> Water Company.				
A. Name of Water Company: _____				
B. Contact information for Water Company: _____				
C. Please attach a copy of any water share certificates in your possession.				
D. To your knowledge, are water share assessments paid in full?				
E. Are you aware of any past or present problems with any water service provided to the Property by the Water Company, i.e., water quality, inadequate or excessive water pressure, etc.?				
i. If "Yes", please describe, to your knowledge, the nature of any such problems: _____ _____				

<input type="checkbox"/> Private Water Right (Well, Spring, ect.).				
A. Is a well, spring, or other water source presently located on the Property?				
B. Do you share a well, spring, or other water source with any other person or entity? If "Yes," please attach a copy of any sharing agreement.				
C. To your knowledge, what is the State Engineer's assigned water right number for your water right? _____ - _____				
D. To your knowledge, is your water right represented by a contract with a water conservancy district or other district?				
i. If "Yes", what is the district name and what is the number of the contract? _____				
E. Are you aware of any past or present problems with the water source or water system (for example, water quality, inadequate water pressure, faulty pump, well issues, etc.)?				
i. If "Yes", please describe, to your knowledge, the nature of any such problems: _____ _____				

Who provides the water?

- Government Entity
 - Name of Provider (City, Town, Water District)
- Water Company - Mutual Irrigation Company
 - Name/Contact info of company
 - Copy of share certificate
 - Assessments amount
- Private Water Right (Well, Spring, etc.)
 - Is the water right shared?
 - Copies of agreements (if any)
 - Water right number
 - Part of Water Conservancy or other Water District?
 - Problems (Quality, pressure, faulty pump, well issue)

Are you aware of problems?

Transfer of Water Shares

“Shares of stock in water companies (including irrigation, canal, and ditch companies) are generally not transferred by deed. Each company has procedures for transferring ownership. The company should be contacted to ascertain the appropriate procedures to follow. The most common procedure is for the Grantor to endorse and deliver the stock certificate to the Grantee, who then presents that certificate to company for issuance of a new certificate in the Grantee’s name....Each company also defines how much water is associated with a particular share and what fees and assessments are charged”

Summary from page 2, paragraph 4 of “Water Deed Addendum” accessed 7/14/2022

<https://www.waterrights.utah.gov/wrinfo/forms/WaterDeedAddendum.pdf>

Water Shares

- Water Stock/Canal Companies
- <https://www.waterrights.utah.gov/canalinfo/canalowners.asp>
- <https://www.waterrights.utah.gov/forms/waterCompanies.asp>

Utah.gov

Services

Agencies

Search Utah.gov

Utah Division of Water Rights

WATER RIGHTS Water Companies PROGRAM

GET COUNTIES

GET COMPANIES

Company Name: Haight Creek Irrigation Company

County 1: Davis

County 3:

Water Right Area: 31

Source: WAITING FOR NEW INFO

County 2:

County 4:

Irrigated Acreage: acres

Total Number of Shares In Company: 0

per Share Value Diversion: 0 acft

Company Period of Use:

per Share Value Irrigation: acres

per Share Value Depletion: acft

Company Comments:

No Comments

Company Contacts from Old System:

These Company Contacts are from our old system and may or may not be accurate!!! This information was last updated on Friday, May 3, 2002. Over time, the Names and Addresses of the Company Officers will be updated, as that information becomes available.

WAITING FOR NEW INFO

President - Robert Petersen 93 South Main Street, Kayville, UT 84037

Company Contacts

(Last Updated: No Date Found)

#	Title	Name	Address	Phone	Fax	Email Address
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Company Water Rights

#	Water Right	Appl/Claim Number	Type/Status	Priority Date	Quantity/Flow	Source	Distribution System
1	31-4892	D0870	Diligence Claim	Jun 1973	18 cfs OR 2867 acft	Haight Creek	

Share Statements

Total: 0

#	Water Right	Date Created	Latest Change	Priority of Change	Status of Change	Share Holder	Quantity/Flow	Source (Hereafter Source of Change, if exists; else Current Source of Share Statement)	Shares	Diverting Works
---	-------------	--------------	---------------	--------------------	------------------	--------------	---------------	--	--------	-----------------

Exchanges

Total: 0

#	Date Created	Exchange	Priority Date	Status of Exchange	Applicant	Quantity/Flow	Source	Shares	Diverting Works
---	--------------	----------	---------------	--------------------	-----------	---------------	--------	--------	-----------------

Totals: Shares 0

Balance of Shares for future Share Statements/Exchanges:

Supplemental Water Rights (Total: 6)

#	Water Right	Appl/Claim Number	Type/Status	Priority Date	Quantity/Flow	Source
1	31-2448	A19030	Certified	Aug 16, 1947	0.074 cfs	Underground Water Well
2	31-2800	D89	Certified	1903	36 acft	Barton's Pond
3	31-2888	U2873	Water User's Claim	1995	0.122 cfs	Underground Water Well
4	31-2810	A33718	Water User's Claim	Mar 27, 1988	3 cfs	Underground Water (Drains)
5	31-5811	A33718	Water User's Claim	Mar 27, 1988	0.6 cfs	Underground Water (Drains)
6	31-4898	A82510	Approved	May 18, 1997	6 cfs	Barton's Pond

Utah Division of Water Rights | 1594 West North Temple Suite 220, P.O. Box 148300, Salt Lake City, Utah 84114-8300 | 801-538-7240
[Utah.gov](#) | [Natural Resources](#) | [Contact](#) | [Terms of Use](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Translate Utah.gov](#)

Water Share Ownership & Evidence

- Stock certificate
- Bill/statement
- Notation on a recorded deed/conveyance
- An e-mail from the water company



INCORPORATED UNDER THE LAWS OF
THE STATE OF UTAH

NUMBER
No 9605

SHARES
29.17



American Fork Irrigation Company

AMERICAN FORK, UTAH

PRIMARY SHARES, 7,000 AT \$10.00 EACH THIRD CLASS SHARES, 2,900 AT \$5.00 EACH
SECONDARY SHARES, 100 AT \$8.00 EACH CAPITOL STOCK \$85,300

This Certifies that

is the owner of Twenty-Nine and Seventeen Hundreths Primary *Shares of the Capital Stock of*
American Fork Irrigation Company McArthur *Ditch*
transferable only on the books of the Corporation by the holder hereof in
person or by Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, *the said Corporation has caused this Certificate to be signed*
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this Twenty-Fifth *day of* June *A.D.* 2017

E M Jm
President

S. Clark Brown
Secretary



ENTERED
7-12-17

American Fork
Irrigation Company



Certificate

FOR

29.17

SHARES

Capital Stock

ISSUED TO

DATED

For Value Received *Twenty nine and 17/100 shares and transfer*

note

Share

of the Capital Stock represented by the within

certificate and do hereby irrevocably constitute and appoint

to transfer the said stock on the books of the within company

in accordance with full power of authorization in the premises

NOTICE: THE SIGNATURE OF THE ASSAULT
MUST BE WRITTEN WITH A BLUE INK AND THE
FACT OF THE CERTIFICATE IN EVERY PART OF THE
ALSO BE WRITTEN IN BLUE INK BY THE ASSAULT

Water Share Ownership & Evidence

- Stock certificate
- Bill/statement
- Notation on a recorded deed/conveyance
- An e-mail from the water company

TOGETHER with well filing #43-8184, Spring filing #43-29481 and water shares as assigned by BIA, approximately 10 shares.

Basin Land Title & Abstract, Inc.
855 East 200 North (112-S)
Roosevelt, Utah 84068
BLT File #9477

Entry 2002004332
Book 800 Page 326-327 \$12.00
13-JUN-02 02:18
RANDY SIMMONS
RECORDER, UTAH COUNTY, UTAH
BASIN LAND TITLE AND ABSTRACT INC
335 W. 50 N. 2E-7 VERMIL, UT 84078
Rec By: PAT ARPLINWALP, DEPUTY

Entry 2002004332
Book 800 Page 326

WARRANTY DEED

LaMar G. Quick,
of Whiterocks, County of Uintah, State of Utah, hereby CONVEY(S) and WARRANTS to

Lynn Rich and Chelli Rich, Husband and Wife, as joint tenants with full right of survivorship and not as tenants in common,
GRANTEE(S),

of PO Box 764, Roosevelt, UT 84066, for the sum of ---TEN --- Dollars and other good and valuable consideration, the following described tract of land in UTAH County, State of Utah:

See Exhibit "A" Attached

TOGETHER with all improvements and appurtenances thereunto belonging,

SUBJECT TO all existing easements and rights-of-way,

EXCEPTING therefrom all oil, gas, and mineral rights.

TOGETHER with well filing #43-8184, Spring filing #43-29481 and water shares as assigned by BIA, approximately 10 shares.

Witness the hands of said grantor(s) this 12th day of June, 2002.


LaMar G. Quick

STATE OF UTAH)
 ss.
COUNTY OF DUCHESNE)

On the 12th day of June, 2002, personally appeared before me, **LaMar G. Quick**, the signer of the within instrument who duly acknowledged to me that he executed the same.

THE HAIGHTS CREEK IRRIGATION COMPANY
820 East 200 North
Kaysville, Utah 84037
Telephone: (801) 546-4242

SALE AND ASSIGNMENT OF STOCK

FOR VALUE RECEIVED _____ (Seller/Transferor),
hereby bargains, sells, conveys, transfers and assigns to _____
(Buyer/Transferee), the following share(s) of stock:

Name of Existing Shareholder _____ Number of Shares _____
Property Address _____

Seller/Transferor hereby irrevocably constitutes and appoints Lee Stenquist (Secretary of
Company), attorney-in-fact, to transfer said stock on the books of the Company with full powers of
substitution in the premises.

Buyer/Transferee hereby agrees to abide by and obey all lawful bylaws and rules and regulations
of the company now or hereafter adopted by the Company's board of directors as a condition to receiving
water from the company.

Transfer fees have been paid to Hights Creek Irrigation Company in the amount of \$ _____
to complete this stock/ownership transfer.

DATED this _____ day of _____, 20 ____.

Seller/Transferor

Buyer/ Transferee

Water Share Transfer - Example

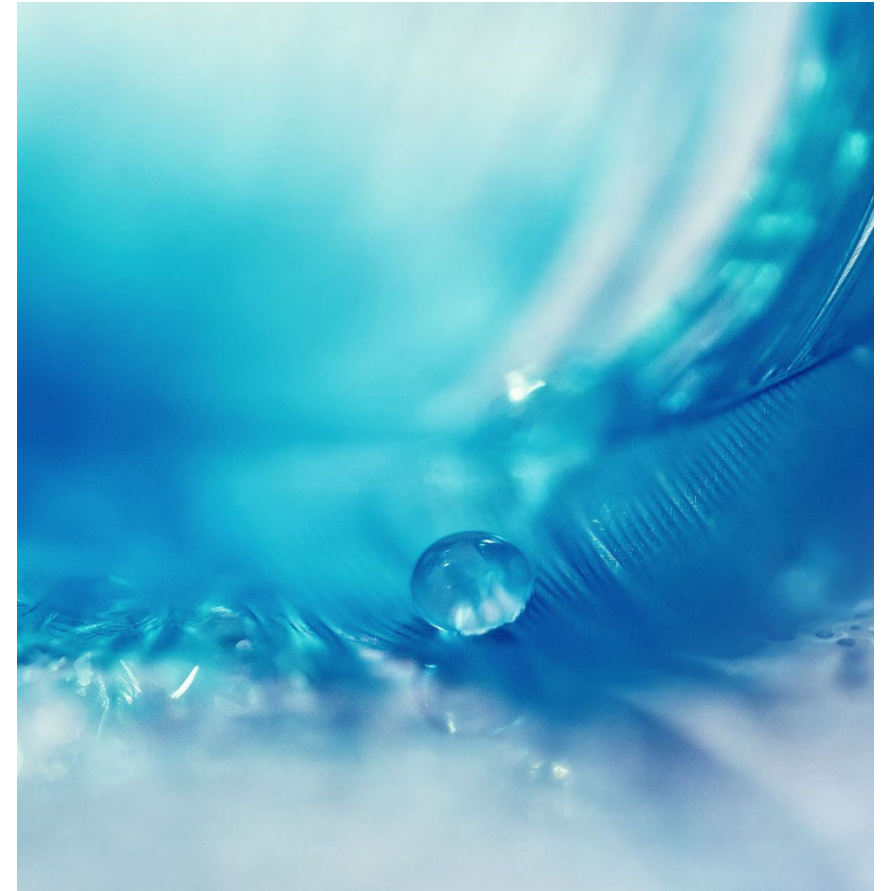
- Sign the back of the stock certificate?
- Fill out sale certificate?
- Present proof of closing to stock company?
- Sign the book in someone's living room?

Water Share Transfer - Example

- Sign the back of the stock certificate?
- Fill out sale certificate?
- Present proof of closing to stock company?
- Sign the book in someone's living room?
- There is usually a fee to transfer Water Shares.
- The fee is usually charged to the buyer.
- Transfer Fees should be disclosed by seller
- Transfer fees are disclosed to lenders for the CD/Settlement costs

Water Share Questions

- How are the shares transferred?
- Water quality?
- What can you do with the shares? (Culinary, Irrigation, Livestock, et.)
- Quantity? How much water is being transferred?
- How is the water accessed? Is water accessible on the sale parcel?
- When and where can the water be used?
- Are the shares appurtenant to the property?
- What are the transfer fees and ongoing costs?
- Additional responsibilities of shareholders?



Tools for Water Shares

- Water Stock Company Search
https://www.waterrights.utah.gov/canalinfo/canal_owners.asp
- Canal Company Search
<https://www.waterrights.utah.gov/forms/waterCompanies.asp>
- Glossary of Water Terms
<https://waterrights.utah.gov/wrinfo/glossary.asp>
- REPC Section 1.4 & 7.(i).
 - Seller Disclosures (Form 10), Section Six & Seven
 - Buyer Due Diligence (Form 12), Section 13
- CCIM P&S Agreement- Paragraph 2, Section (e)
 - Seller's property condition disclosure, Section 5

ADDENDUM/COUNTEROFFER NO. _____ TO PURCHASE AGREEMENT

☐ **ADDENDUM** ☐ **COUNTEROFFER** to that PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE (the "PSA") with a Reference Date of _____, including all other Addenda and Counteroffers thereto, between Buyer and Seller (as described in the Fundamental Terms) pertaining to the following Property: _____

The following terms constitute an addendum (the "Addendum") to the specified terms in the PSA or identified Addendum.

To the extent the provisions of this Addendum/Counteroffer modify or conflict with any provisions of the PSA or any other prior Addenda or Counteroffer, the provisions of this Addendum/Counteroffer shall control. All other provisions of the PSA and all other Addenda and Counteroffers not modified by this Addendum/Counteroffer shall remain in full force and effect; provided, however, that to the extent the provisions of any Addendum conflict with the provisions of any other Addendum, the Addendum most recently executed by all of the parties will control.

Buyer or Seller, as applicable, shall have until 5:00 P.M. Mountain Time on _____ to accept, reject, and deliver, this addendum.

(Signature of Authorized Signer) (Print Name of Authorized Signer) (Date)

(Signature of Authorized Signer) (Print Name of Authorized Signer) (Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE:** ☐ Seller ☐ Buyer ACCEPTS the forgoing ADDENDUM.

☐ **COUNTER OFFER:** ☐ Seller ☐ Buyer presents as a COUNTER OFFER the terms of the attached Addendum No ____.

☐ **REJECTION:** ☐ Seller ☐ Buyer REJECTS the foregoing ADDENDUM.

(Signature of Authorized Signer) (Print Name of Authorized Signer) (Date)

(Signature of Authorized Signer) (Print Name of Authorized Signer) (Date)

Sample Water Share Transfer Language for REPC & P&S Agreement

1. The following water shares (**water share description, stock no, amount of shares**) from (**Share Company Name**) are (**included with or excluded from**) the sale.

IF INCLUDED:

2. Water shares will be transferred at closing by: _____ (**insert process for share transfer**)

3. Buyer to pay water share transfer fee

ADDENDUM NO. _____
TO
REAL ESTATE PURCHASE CONTRACT

Page _____ of _____

THIS IS AN ☐ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____, including all prior addenda and counteroffers, between _____ as Buyer, and _____ as Seller, regarding the Property located at _____. The following terms are hereby incorporated as part of the REPC:

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☐ REMAIN UNCHANGED ☐ ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☐ Buyer shall have until _____ ☐ AM ☐ PM Mountain Time on _____ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☐ Buyer ☐ Seller Signature _____ (Date) _____ (Time) ☐ Buyer ☐ Seller Signature _____ (Date) _____ (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ ACCEPTANCE: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ COUNTEROFFER: ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

(Signature) _____ (Date) _____ (Time) (Signature) _____ (Date) _____ (Time)

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) _____ (Date) _____ (Time) (Signature) _____ (Date) _____ (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Sample Water Share Transfer Language for REPC & P&S Agreement

1. The following water shares (**water share description, stock no, amount of shares**) from (**Share Company Name**) are (**included with or excluded from**) the sale.

IF INCLUDED:

2. Water shares will be transferred at closing by: _____ (**insert process for share transfer**)

3. Buyer to pay water share transfer fee

Bill of Sale

(With Warranties)

Know all Men by These Presents:

That _____, and any amendments thereto, the SELLER, for and in consideration of the sum of Ten dollars and other good and valuable consideration paid by _____ the BUYER, the receipt whereof is hereby acknowledged, have bargained, sold, assigned, and transferred, and by these presents does bargain, sell, assign, and transfer unto said BUYER that certain personal property now at:

Morgan County, State of Utah

more particularly described as follows:

4 shares of Croydon Irrigation water

And the Seller upon consideration recited above warrants ownership of and good title to said property, the right to sell the same and that there are no liens, encumbrances or charges thereon or against the same and to defend the title and possession transferred to the Buyer against all lawful claims.

In Witness Whereof, this Bill of Sale is executed this 31st day of July, 2019.

4 shares of Croydon Irrigation water

When a Bill of Sale is used to transfer water shares:

- Follow up with water share company
 - New Certificate?
 - Costs for transfer
- Rights and responsibilities of share holders?

A close-up photograph of a person's hands operating a manual water pump. The person is wearing a light-colored, long-sleeved shirt and a gold chain bracelet. They are holding the handle of the pump, which is a dark, curved metal rod. Water is being pumped out of a vertical pipe, creating a large splash and spray of water droplets. The background is a blurred green field, suggesting a rural or agricultural setting. The overall lighting is soft, possibly from the low sun, giving the scene a warm, golden-hour feel.



Transferring Water Rights


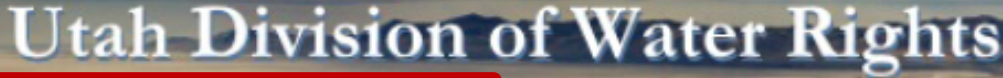
Transferring Water Rights with Division of Water Resources (Steps)

1. Verify ownership of water rights



Water Right Ownership Records

 [Services](#) [Agencies](#) 



- Water Right Number**
- Name / Source**
- Water Rights in a Water Use Group**
- Point of Diversion**
- Place of Use (POU)**
- Map Search**
- Lists**
- Water Companies and Entities**
- ROC Process Status**
- Livestock Certificates**
- Mail Log**

Searching Water Right Records


Revised: March 26, 2004


The Utah Division of Water Rights maintains a documentary file for each water right in the State of Utah. A water right file typically contains applications, correspondence, and other documents which pertain to the right. These paper documents are electronically scanned and can be accessed through this query page.


The Division also maintains a computerized database of limited pertinent information for each water right. Various search and listing routines are available to access the database information quickly and easily. Discrepancies between the information in the computerized database and that in the documentary file will generally be resolved in favor of the documentary file.

<https://waterrights.utah.gov/wrinfo/query.asp>

Water Right Ownership Records

 Services Agencies

Search Utah.gov 



Water Right Number

Name / Source

Water Rights in a Water Use Group

Point of Diversion

Place of Use (POU)

Map Search

Lists

Water Companies and Entities

ROC Process Status

Livestock Certificates

Mail Log

Searching Water Right Records

Revised: March 26, 2004

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<https://waterrights.utah.gov/wrinfo/query.asp>


Water Right Ownership Records – Name/Source Search

utah.gov

Services

Agencies

Search Utah.gov



WRINDEX Water Right Information Index Program

Version: 2018.10.11.00 Rundate: 06/30/2022 09:38 AM

Search Entry Screen

Display Results

Quit

Search on Owner Name

Search on Owner Name

Text Search on Owner Name

Search on Source of Supply

Text Search on Source of Supply

Beginning at:


S


Entered as **Last_Name, First_Name**. Search is not case sensitive.



Utah Division of Water Rights | 1594 West North Temple Suite 220, P.O. Box 146300, Salt Lake City, Utah 84114-6300 | 801-538-7240

[Utah.gov](#) | [Natural Resources](#) | [Contact](#) | [Terms of Use](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Translate Utah.gov](#)

Water Right Ownership Records

 Services Agencies

Search Utah.gov 



Water Right Number

Name / Source

Water Rights in a Water Use Group

Point of Diversion

Place of Use (POU)

Map Search

Lists

Water Companies and Entities

ROC Process Status

Livestock Certificates

Mail Log

Searching Water Right Records

Revised: March 26, 2004

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<https://waterrights.utah.gov/wrinfo/query.asp>

Utah Division of Water Rights



WRPLAT Township Search

[Location Calculator](#)[Search Utah](#)[Traverse Search](#)[Plat Book Index Map](#)Search Type: [Section/Township](#) ▼

Fill in the information below and click on either the "Map View" or "Table Results" button to view a point of diversion search on a section or township.

Section: [Entire Township](#) ▼ Township: [1N](#) ▼ Range: [1E](#) ▼ Base: [Salt Lake](#) ▼[Map View](#)[Table Results](#)

QUERY TYPE LIMITATIONS


STATUS OF RIGHT	TYPE OF DIVERSION	APPLICATION TYPE	WATER USE TYPE
<input checked="" type="checkbox"/> Unapproved	<input checked="" type="checkbox"/> Underground	<input checked="" type="checkbox"/> Water Right	<input checked="" type="checkbox"/> Irrigation
<input checked="" type="checkbox"/> Approved	<input checked="" type="checkbox"/> Surface	<input checked="" type="checkbox"/> Changes	<input checked="" type="checkbox"/> Stock Water
<input checked="" type="checkbox"/> Perfected	<input checked="" type="checkbox"/> Springs	<input checked="" type="checkbox"/> Exchanges	<input checked="" type="checkbox"/> Domestic
<input type="checkbox"/> Terminated	<input checked="" type="checkbox"/> Drains	<input type="checkbox"/> Test Wells	<input checked="" type="checkbox"/> Municipal
	<input checked="" type="checkbox"/> Point to Point	<input type="checkbox"/> Sewage Reuse	<input checked="" type="checkbox"/> Mining
	<input checked="" type="checkbox"/> Rediversion		<input checked="" type="checkbox"/> Power
	<input checked="" type="checkbox"/> Return		<input checked="" type="checkbox"/> Other
	<input type="checkbox"/> Abandoned Well		


Revised: February 2, 2012

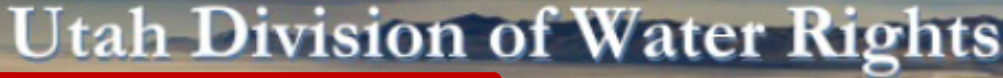
Rundate: June 30, 2022


Water Right Ownership Records – Point of Diversion Search

Water Right Ownership Records

 Services Agencies

Search Utah.gov 





Water Right Number

Name / Source

Water Rights in a Water Use Group

Point of Diversion

Place of Use (POU)

Map Search

Lists

Water Companies and Entities

ROC Process Status

Livestock Certificates

Mail Log

Searching Water Right Records

Revised: March 26, 2004

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<https://waterrights.utah.gov/wrinfo/query.asp>

PLACE OF USE -- Place of Use Display Program

Location:	Section: 01 ▾	Township: 1N ▾	Range: 1W ▾	Base: SL ▾
Status:	UNAP: <input checked="" type="checkbox"/>	APPR: <input checked="" type="checkbox"/>	PERF: <input checked="" type="checkbox"/>	TERM: <input checked="" type="checkbox"/>
POD Type:	Surface: <input checked="" type="checkbox"/>	Underground: <input checked="" type="checkbox"/>	PointToPoint: <input checked="" type="checkbox"/>	Spring: <input checked="" type="checkbox"/>
	Drain: <input checked="" type="checkbox"/>	Rediversion: <input checked="" type="checkbox"/>	Return: <input checked="" type="checkbox"/>	Abandoned: <input checked="" type="checkbox"/>
Water Uses:	Irrigation: <input checked="" type="checkbox"/>	Stockwatering: <input checked="" type="checkbox"/>	Domestic: <input checked="" type="checkbox"/>	Municipal: <input checked="" type="checkbox"/>
	Mining: <input checked="" type="checkbox"/>	Power: <input checked="" type="checkbox"/>	Other: <input checked="" type="checkbox"/>	


NOTE: In using the Section table below,
 1) If all 16 40-acre tracts are checked, then all entries for that particular Section-Township-Range will be retrieved (no matter what has actually been checked for the individual entries).
 2) The same is true if only some of the 40's are checked, then the entries retrieved **MUST HAVE**, at least, 1 of those same 40's checked.


Forty Acre Tracts							
<input type="button" value="Uncheck All"/> <input type="button" value="Check All"/>							
NORTHWEST QUARTER				NORTHEAST QUARTER			
No NW		All NW		No NE		All NE	
NW 1/4	<input checked="" type="checkbox"/>	NE 1/4	<input checked="" type="checkbox"/>	NW 1/4	<input checked="" type="checkbox"/>	NE 1/4	<input checked="" type="checkbox"/>
SW 1/4	<input checked="" type="checkbox"/>	SE 1/4	<input checked="" type="checkbox"/>	SW 1/4	<input checked="" type="checkbox"/>	SE 1/4	<input checked="" type="checkbox"/>
SOUTHWEST QUARTER				SOUTHEAST QUARTER			
No SW		All SW		No SE		All SE	
NW 1/4	<input checked="" type="checkbox"/>	NE 1/4	<input checked="" type="checkbox"/>	NW 1/4	<input checked="" type="checkbox"/>	NE 1/4	<input checked="" type="checkbox"/>
SW 1/4	<input checked="" type="checkbox"/>	SE 1/4	<input checked="" type="checkbox"/>	SW 1/4	<input checked="" type="checkbox"/>	SE 1/4	<input checked="" type="checkbox"/>


Get Place Of Use

Water Right Ownership Records – Point of Diversion Search

Water Right Ownership Records

 Services Agencies

Search Utah.gov 



Utah Division of Water Rights

Water Right Number
Name / Source
Water Rights in a Water Use Group
Point of Diversion
Place of Use (POU)
Map Search
Lists
Water Companies and Entities
ROC Process Status
Livestock Certificates
Mail Log

Searching Water Right Records

Revised: March 26, 2004

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<https://waterrights.utah.gov/wrinfo/query.asp>

Water Right Miscellaneous Lists

Revised: 30 November 2015

Use the following Links to look at lists of common information for water rights.

[New Filings List](#) or [Map](#) (for the last 30 days) or use [Interactive Map of Change Applications](#) filed in the last 7 days.

Advertising [Listed by County](#) or using an [Interactive Map](#)

[New Approvals List](#)

[Proof Due List for Next 120 Days](#)

[Exchange Contract Number List](#)

[Priority Lists](#)

[Certificate List](#)

Owner Actions List for

[Water Companies and Entities](#)

[Special Service Districts](#) (Courtesy of Utah Commerce Dept)

[Non-Production Well Applications](#)

[Water Rights and Changes in Active Litigation](#)

[Changes, Report of Conveyance by Water Right Area](#)

Water Right Ownership Records – Miscellaneous Lists



Utah Division of Water Rights

[Water Right Number](#)[Name / Source](#)[Water Rights in a Water Use Group](#)[Point of Diversion](#)[Place of Use \(POU\)](#)[Map Search](#)[Lists](#)[Water Companies and Entities](#)[ROC Process Status](#)[Livestock Certificates](#)[Mail Log](#)

Searching Water Right Records

Revised: March 26, 2004

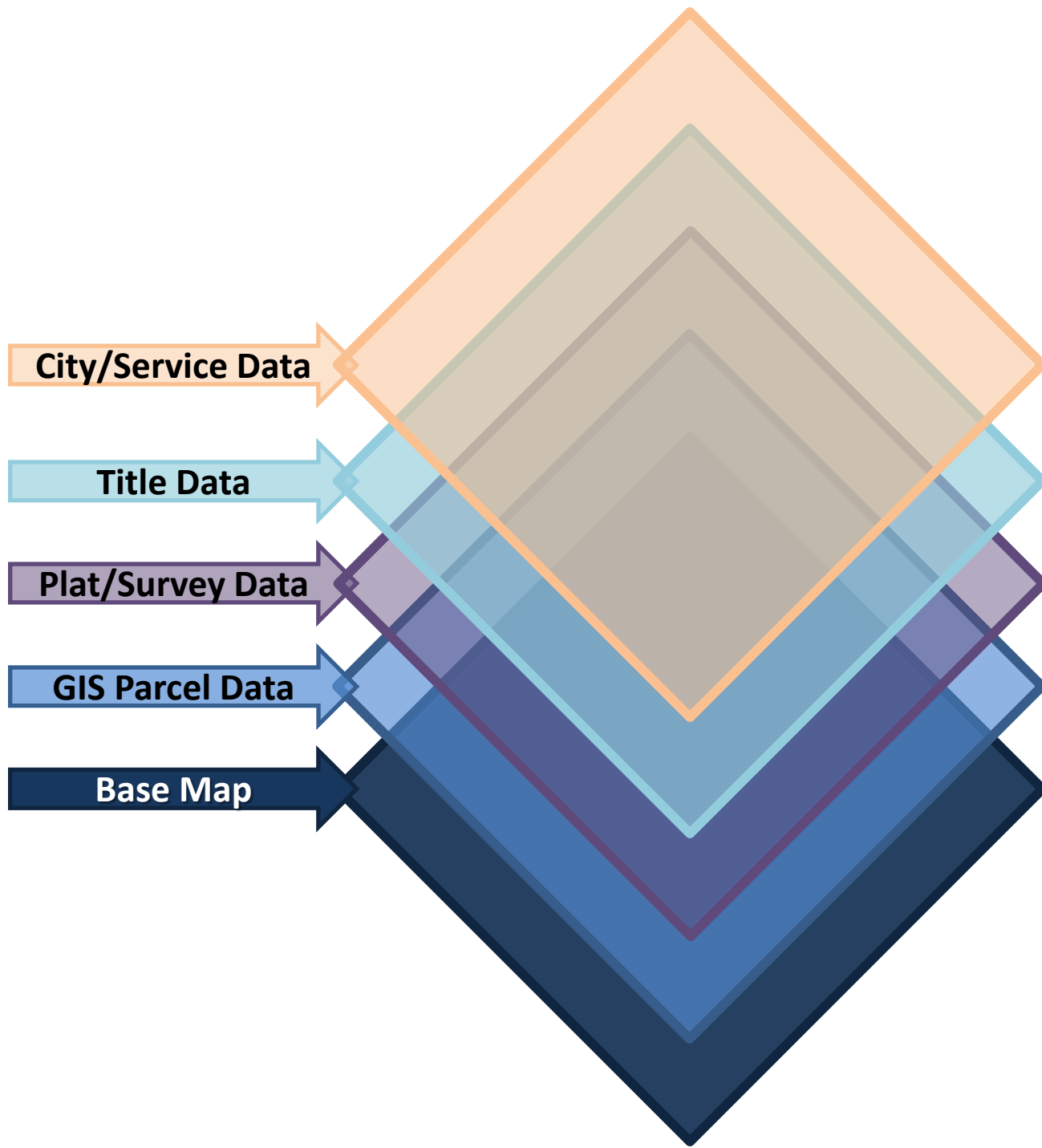
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- Searching by name
- Searching by right number
- Searching by Section-Township-Range



DATA

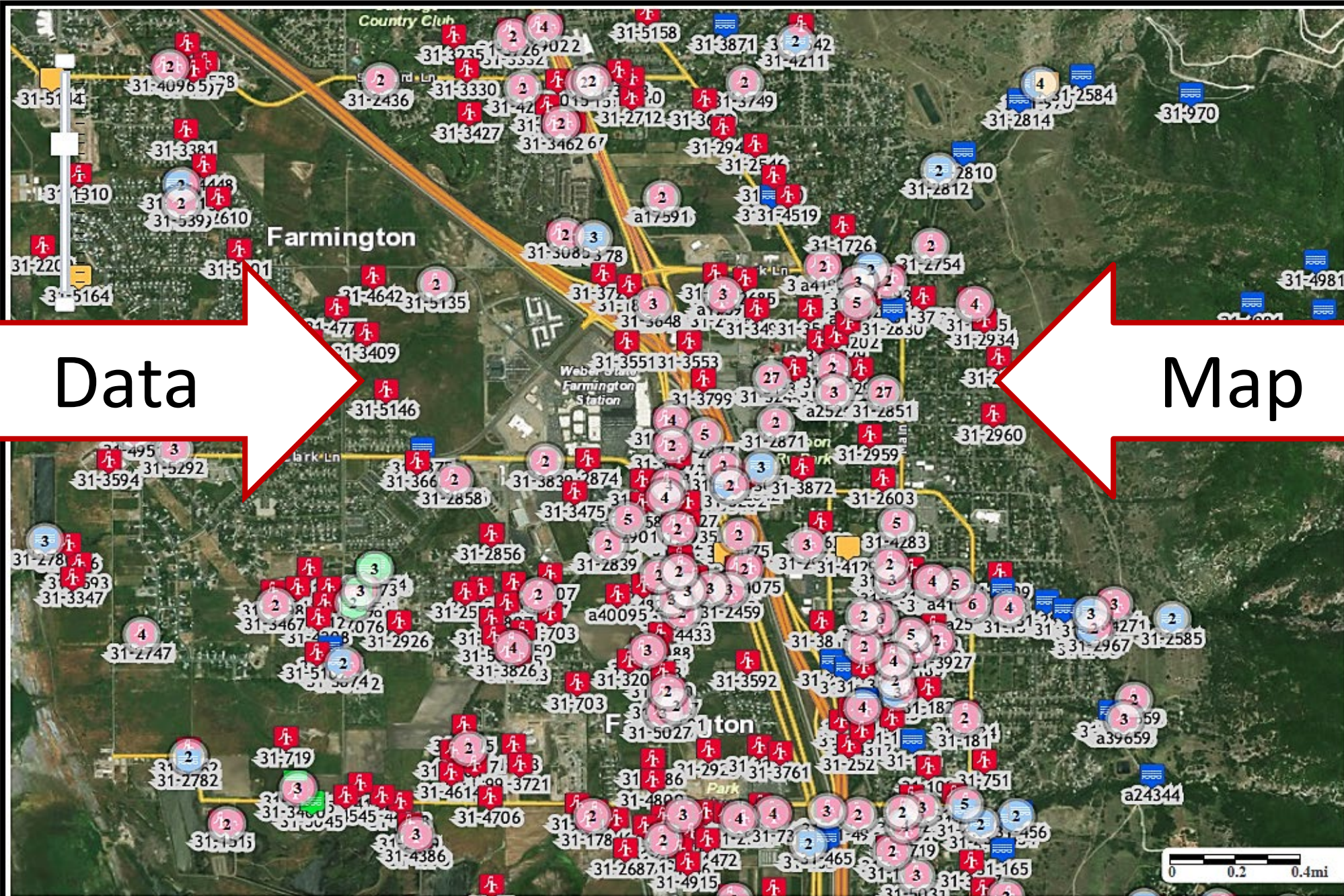


Water right data layered
with maps = **GIS**
(**G**raphic **I**nformation **S**ystem)

Data

Map

Water
right
data &
maps
together
= GIS





Layers

Basemap

Search

Tools

- ☒ Roads, Counties and Labels
- ☒ My Location
- ☒ Points of Diversion
- ☐ Well Logs
- ☐ Adjudication Books
- ☐ Irrigation Duty Values
- ☐ PLSS (Not shown at this scale!)
- ☐ Water Right Areas
- ☐ Areas of Concern
- ☐ Geologic Maps (250K)
- ☐ Geologic Maps (24K)
- ☒ Parcels (Not shown at this scale!)
- ☐ Land Ownership

Show More Layers

The GIS/ESRI map search system from the Utah Division of Water Rights

The map search system is a fast and easy way to find water right information. Each area within the **Layers**, **Basemap**, **Search**, & **Tools** section provide valuable tools.



Layers

Basemap

Search

Tools

- ☒ Roads, Counties and Labels
- ☒ My Location
- ☒ Points of Diversion
- ☐ Well Logs
- ☐ Adjudication Books
- ☐ Irrigation Duty Values
- ☐ PLSS (Not shown at this scale!)
- ☐ Water Right Areas
- ☐ Areas of Concern
- ☐ Geologic Maps (250K)
- ☐ Geologic Maps (24K)
- ☒ Parcels (Not shown at this scale!)
- ☐ Land Ownership

Show More Layers

Layers

Click boxes with this section to activate the data layer

1. PLSS- Public Land Survey System lines with Sections/Township/Range areas
2. Parcels- Shows boundary overlay and parcel information like <https://parcels.utah.gov/>
3. Land Ownership- Shows land owned by federal, state, tribal & private leadership
4. Within the Show More Layers section (Canals, Quaternary Faults, Historical Imagery (UGS, USGS, USDA, et.)
5. Others

Select Map Layers

- ☒ Adjudication Books
- ☐ Advertised Applications
- ☐ Arches Protection Zone
- ☒ Areas of Concern
- ☐ Canals
- ☐ Closed To Diligence Claims
- ☐ Closed to Reinstatement of Small Domestic Applications
- ☐ Consumptive Use
- ☐ Contours
- ☐ Congested Wells Salt Lake City
- ☐ Corners From Database
- ☐ Cross Sections
- ☐ Dam Failure
- ☐ Inspected Dams
- ☐ Non Inspected Dams
- ☐ Distribution Stations (Not Realtime)
- ☐ Distribution Stations (Realtime)
- ☐ Distribution Systems
- ☐ Distribution Systems Beryl
- ☐ Distribution Systems Cedar
- ☐ Distribution Systems Milford
- ☐ Distribution Systems Parowan
- ☐ Grazing Allotments
- ☒ Irrigation Duty Values
- ☒ Roads, Counties and Labels
- ☒ My Location
- ☒ Geologic Maps (24K)
- ☒ Geologic Maps (250K)
- ☐ Geologic Maps (30'x60' Quads)
- ☐ Groundwater Policy Area 67
- ☐ Groundwater Policy Area 68
- ☐ Historical Pumping Data
- ☐ Hill Shade Elevation
- ☐ HUC 10
- ☐ HydroMap Boundaries

- ☐ Hydrographic Survey Maps (before 2012 format)
- ☐ Hydrographic Survey Maps (after 2012 format)
- ☐ Municipalities
- ☒ Land Ownership
- ☒ Parcels
- ☒ PLSS
- ☒ Points of Diversion
- ☐ Place Of Use
- ☐ Place Of Use (Vector Tiles)
- ☐ Quaternary Faults
- ☐ Salt Lake Canals
- ☐ Snyderville Groundwater Management Plan
- ☐ Secondary Water Systems
- ☐ Sovereign Waters
- ☐ Stream Alteration Points
- ☐ Stream Alteration Specialist
- ☐ Streams Rivers NHD
- ☐ Sub Basin Claims
- ☐ Surface Plat Maps
- ☐ ULJR Newspapers
- ☐ Tile Cache Squares
- ☐ Tooele East Zone
- ☐ Ute Reservation Land Status
- ☐ Water Related Land Use (2020)
- ☐ Water Use Culinary Boundaries
- ☒ Well Logs
- ☒ Water Right Areas
- ☐ Weber River Exchanges
- ☐ Well Plat Maps
- ☐ Historical Imagery (UGS)
- ☐ Historical Imagery (USGS)
- ☐ Historical Imagery (NAPP/NHAP)
- ☐ Historical Imagery (USDA)
- ☐ Recent Imagery
- ☐ Vernal Canals

Additional Search Layers



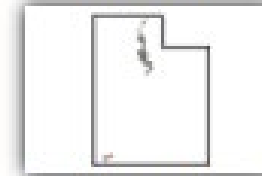
IMAGERY:



Imagery
(ESRI)



Imagery
(Google)



Nov-2019



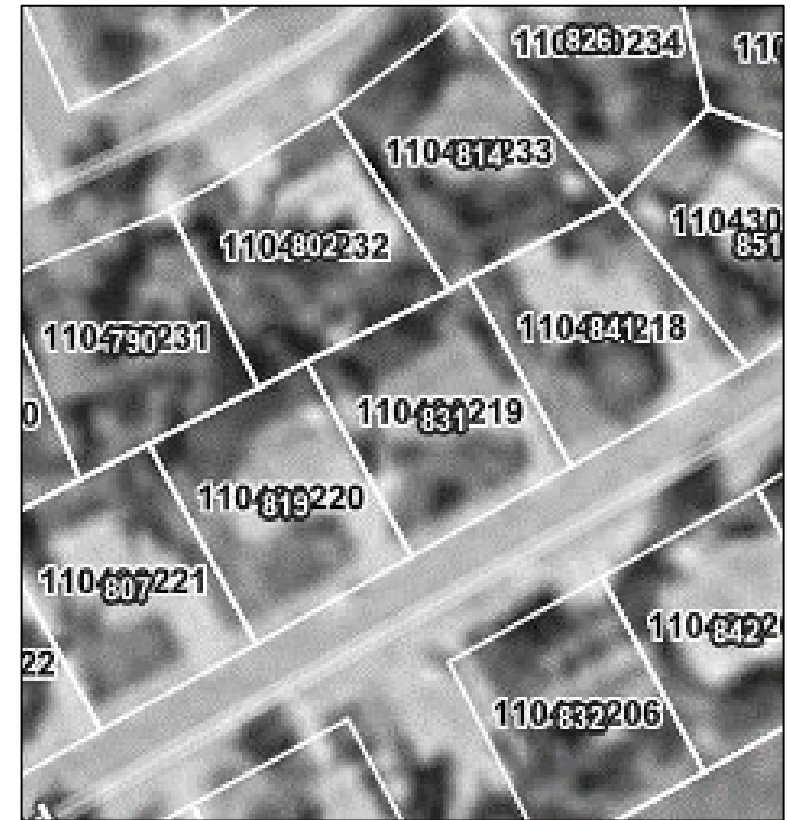
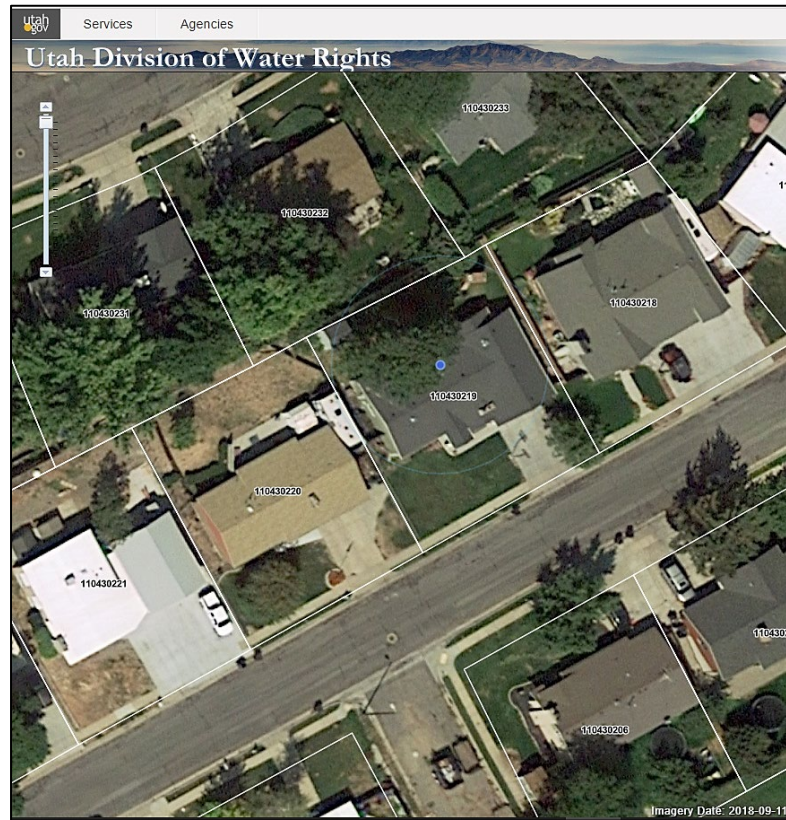
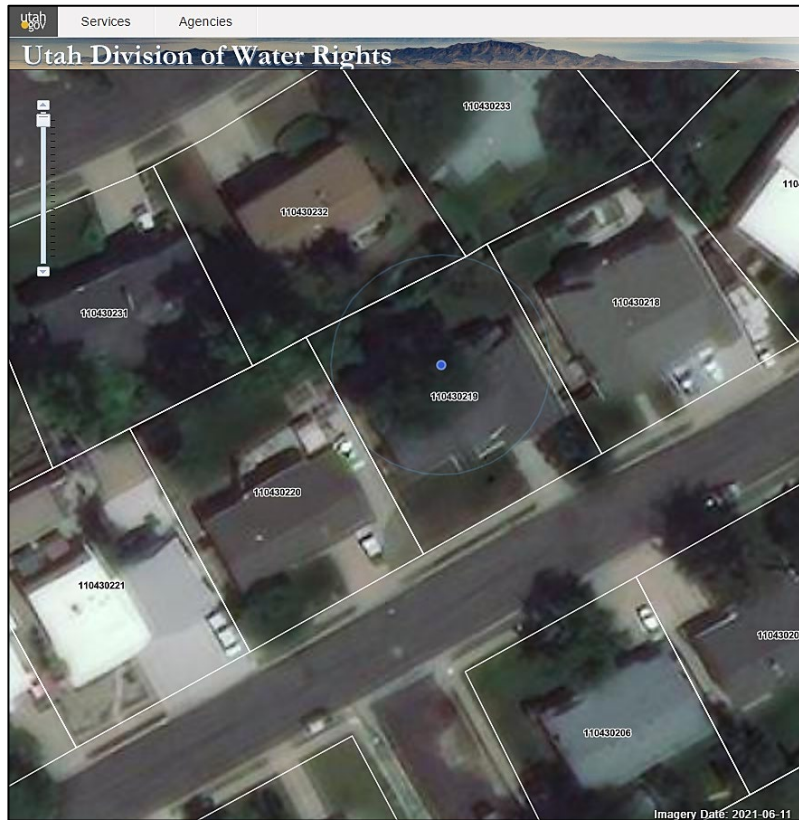
2018

Basemap

Basemap imagery is available from ESRI, Google (including historical imagery), NAIP, Topographical, Relief Maps & Hydrography

Basemap

Basemap imagery is available from ESRI, Google (including historical imagery), NAIP, Topographical, Relief Maps & Hydrography





Search

In addition to using the magnification tool, the search section allow inputs including Water Right Number, Address, County Parcel, PLSS Location, Latitude/Longitude, Others

Layers

Basemap

Search

Tools

Search for:

Any Application Number

Any Application Number

Water Right

Change Number

Exchange Number

Exchange Contract Number

Recharge/Recovery Number

Reuse Number

Use Group - Show Place of Use

Use Group - Show Points of Diversion

Non-Production Well Number

Address

County Parcel

PLS Location

Lat,Lon Location

UTM (NAD27) Location

UTM (NAD83) Location



Tools

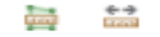
Location Lookup, Measure (Distance and Area), Annotations (Point, Line, Area, Text, Number, Arrow), Print (View Options, Map Size, Dim Background)

Location Lookup

Get information at a point location by clicking on the map.

OFF (click to START)

Measure



Measurement Result

Annotations

Add Annotation



Point



Line



Area



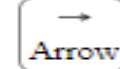
Text



Num.



Arrow



Arrow

Print

Print View

Normal View

Print View Options

Map size: 6.8 x 7.8

- ☒ Title above map (editable)
- ☒ Text under map (editable, by default lists point location search tab results)
- ☐ Signature lines (for application maps)
- ☐ Dim background (for better B&W copies)

Print

Transferring Water Rights with Division of Water Resources (Steps)

1. Verify ownership of water rights



Transferring Water Rights with Division of Water Resources (Steps)

1. Verify ownership of right (does the seller hold ownership?)
2. **Correctly identify Water Right Information on REPC & Addenda**





Search

In addition to using the magnification tool, the search section allow inputs including Water Right Number, Address, County Parcel, PLSS Location, Latitude/Longitude, Others

Layers

Basemap

Search

Tools

Search for:

Any Application Number

Any Application Number

Water Right

Change Number

Exchange Number

Exchange Contract Number

Recharge/Recovery Number

Reuse Number

Use Group - Show Place of Use

Use Group - Show Points of Diversion

Non-Production Well Number

Address

County Parcel

PLS Location

Lat,Lon Location

UTM (NAD27) Location

UTM (NAD83) Location

Transferring Water Rights with Division of Water Resources (Steps)

Does the seller have title to the water right?

Yes

NO

Identify Water Right
Number on MLS, REPC,
addenda. Complete
Seller Disclosures

Complete
Report of
Conveyance





Additional Steps:

If the water right is not in the name of the seller/current owner

If the water right is the only source of culinary or irrigation water

REPORT OF WATER RIGHT CONVEYANCE \$40 Fee Rec'd by _____

Receipt # _____

USE THIS CONVEYANCE REPORT FORM WHEN 100% OF THE WATER RIGHT IS CONVEYED.

WATER RIGHT # 29-1764

SECTION A. CONVEYANCE SUMMARY

If no water right number is mentioned on deed, is a map attached? Yes ____ No X

1. Assignment__ Warranty Deed__ Quitclaim Deed__ Sheriff's Deed__ Trustee's Deed__ Water Deed__ Trust Deed__
Other : Tenancy Affidavit
2. Date Signed 05 / 14 / 2001 Date Recorded 05 / 14 / 2001
Book 0764 Page # 0167 Entry # 152979
3. Grantor Lacey, Jay
4. Grantee(s) Mary E Lacey
5. Mailing Address : 3457 S 1200 W Perry, Utah 84302
6. E-mail Address (to be notified of ownership updates) : N/A
7. Special Conditions/Information of Conveyance Tenancy Affidavit - Death of Jay J. Lacey

If no water right number is mentioned on deed, is a map attached? Yes X No ____

1. Assignment__ Warranty Deed__ Quitclaim Deed__ Sheriff's Deed__ Trustee's Deed__ Water Deed__ Trust Deed__
Other : Subdivision Plat
2. Date Signed 04 / 23 / 2001 Date Recorded 05 / 25 / 2001
Book 765 Page # 244 Entry # 153408
3. Grantor Mary E Lacey
4. Grantee(s) Mary E Lacey
5. Mailing Address : 3457 S 1200 W Perry, Utah 84302
6. E-mail Address (to be notified of ownership updates) : N/A
7. Special Conditions/Information of Conveyance New Subdivision Plat, Divided parcel to 2 lots.

If no water right number is mentioned on deed, is a map attached? Yes X No ____

1. Assignment__ Warranty Deed X Quitclaim Deed__ Sheriff's Deed__ Trustee's Deed__ Water Deed__ Trust Deed__
Other :
2. Date Signed 06 / 13 / 2001 Date Recorded 06 / 13 / 2001
Book 0767 Page # 0373 Entry # 154187
3. Grantor Mary E Lacey
4. Grantee(s) Michael Blackburn and Brenda Blackburn
5. Mailing Address : 3463 South 1200 West, Perry, Utah 84302
6. E-mail Address (to be notified of ownership updates) : N/A
7. Special Conditions/Information of Conveyance Lot 2, Blackburn Subdivision

Report of Water Right Conveyance

REPORT OF WATER RIGHT CONVEYANCE

WATER RIGHT # 29-1764

SECTION B. CERTIFICATION

I, _____, certify that I am authorized by Administrative Rule R655-3-7 to complete this report, and that the information contained herein or attached hereto is true and accurate to the best of my knowledge.

Signature _____ Date _____ Phone # _____

FOR LICENSED PROFESSIONALS ONLY

I, Tucker M Hodgson, certify that I am licensed as a Title Insurance Agent in the State of Utah, that my license number is 126469, that I was retained by an owner of the water right to prepare or supervise the preparation of the Report of Conveyance; that the report is true and accurate to the best of the preparer's knowledge; that an appropriate search of County Records records has been made and that the attached documents evidence the ownership interest of the grantee.

Signature _____ 06/09/2022 8016983390
Date _____ Phone # _____

Address: 150 North Main Street, Suite 100, Bountiful, Utah 84010

This report is not a title opinion based on the title search made. It does not warrant or guarantee title to water rights. This report was prepared for the purpose of updating records of the Division of Water Rights.

SECTION C. DIVISION OF WATER RIGHTS - FOR OFFICIAL USE ONLY

Received: _____/_____/_____ Filed: _____/_____/_____ Reviewed By: _____
Database Changed: _____/_____/_____ By: _____
File Changed: _____/_____/_____ By: _____
New File Number based on Segregation _____
Remarks: _____

AMOUNT OF WATER RIGHT RETAINED

No agency of the State of Utah warrants or guarantees title to certain water rights. The water right ownership information of record in the Division of Water Rights concerning this water is based on the information which has been submitted by this Report of Water Right Conveyance.

REPORT OF WATER RIGHT CONVEYANCE

<https://waterrights.utah.gov/wrinfo/forms/default.asp>

REPORT OF WATER RIGHT CONVEYANCE REVIEW CHECKLIST

WATER RIGHT # _____

TYPE OF ROC: ☐ FULL ☐ PORTION

Criteria	YES	NO	Comments
SECTION A: CONVEYANCE SUMMARY			
➤ GRANTOR(S) (same person shown to be owner of record on the Division of Water Rights Database)	<input type="checkbox"/>	<input type="checkbox"/>	
➤ MAILING ADDRESS FOR GRANTEE (New Owner: Usually the last grantee in the chain of title would be the new owner)	<input type="checkbox"/>	<input type="checkbox"/>	
SECTION B: CERTIFICATION (2nd Page)			
SIGNATURE			
➤ Preparer: must sign ROC	<input type="checkbox"/>	<input type="checkbox"/>	
➤ Professional (If a map needs to be attached) Authorized Professionals: Attorney, Engineer, Title Insurance Agent or Land Surveyor	<input type="checkbox"/>	<input type="checkbox"/>	
SUPPORTING DOCUMENTATION			
ALL conveyance documents as listed on the ROC (including maps, if required).	<input type="checkbox"/>	<input type="checkbox"/>	
➤ MAPS If any of the deeds fail to mention the Water Right Number a map must be submitted to establish appurtenance.	<input type="checkbox"/>	<input type="checkbox"/>	
PORTIONS			
All items should be checked as listed above and also include the following:			
➤ Beneficial Uses (irrigation, stockwatering, domestic etc.) will need to be listed, shown in acre-foot, or percentages.	<input type="checkbox"/>	<input type="checkbox"/>	
Filing fee submitted?	<input type="checkbox"/>	<input type="checkbox"/>	
Water Right Number listed on ROC?	<input type="checkbox"/>	<input type="checkbox"/>	
Comments			

Appurtenance must be established if any of the deed(s) fail to mention the water rights by number. An appurtenance map(s) will need to be submitted showing the property as described on the deed. Each map will need to have the property description for the parcel (often the parcel will already be detailed on a county recorder's ownership plat) outlined or highlighted exactly the way the deeds describe, and a Section, Section Corner, Township and Range indicated. The maps submitted show how the above-mentioned water right(s) were conveyed by appurtenance with the land. A professional who is licensed in Utah as an attorney, a professional engineer, a title insurance agent, or a professional land surveyor are the only professionals authorized to submit maps establishing appurtenance (R655-3-5).

<https://www.waterrights.utah.gov/titleInfo/default.asp>

SECTION A. CONVEYANCE SUMMARY

If no water right number is mentioned on deed, is a map attached? Yes ____ No X

1. Assignment__ Warranty Deed__ Quitclaim Deed__ Sheriff's Deed__ Trustee's Deed__ Water Deed__ Trust Deed__
Other : Tenancy Affidavit

2. Date Signed 05 / 14 / 2001 Date Recorded 05 / 14 / 2001
Book 0764 Page # 0167 Entry # 152979

3. Grantor Lacey, Jay

4. Grantee(s) Mary E Lacey

5. Mailing Address : 3457 S 1200 W Perry, Utah 84302

6. E-mail Address (to be notified of ownership updates) : N/A

7. Special Conditions/Information of Conveyance Tenancy Affidavit - Death of Jay J. Lacey

If no water right number is mentioned on deed, is a map attached? Yes X No ____

1. Assignment__ Warranty Deed__ Quitclaim Deed__ Sheriff's Deed__ Trustee's Deed__ Water Deed__ Trust Deed__
Other : Subdivision Plat

2. Date Signed 04 / 23 / 2001 Date Recorded 05 / 25 / 2001
Book 765 Page # 244 Entry # 153408

3. Grantor Mary E Lacey

4. Grantee(s) Mary E Lacey

5. Mailing Address : 3457 S 1200 W Perry, Utah 84302

6. E-mail Address (to be notified of ownership updates) : N/A

7. Special Conditions/Information of Conveyance New Subdivision Plat, Divided parcel to 2 lots.

Evidence of Water Right- Report of Conveyance Form

[https://waterrights.
utah.gov/wrinfo/for
ms/default.asp](https://waterrights.utah.gov/wrinfo/forms/default.asp)

WARRANTY DEED

BOOK 244 PAGE 592

RICHARD J. HARRIS and MELVA JEAN HARRIS, husband and wife
grantors of Brigham City, County of Box Elder, State of Utah, hereby
CONVEY and WARRANT to

JAY J. LACEY and MARY E. LACEY, husband and wife, as joint tenants,
with full rights of survivorship and not as tenants in common

grantee s of Brigham City, Utah
for the sum of Ten Dollars and other valuable consideration
the following described tract of land in Box Elder County, State of Utah:

Part of the Northwest quarter of Section 11, T. 8 N., R. 2 W., SLB&M:
Beginning South 0°00'34" West 1637.3 feet and South 89°39'37" East 66 feet from
the Northwest Corner of said NW 1/4; thence South 89°39'37" East 266.55 feet;
thence South 0°00'34" West 307.95 feet; thence North 89°16'52" West 266.58 feet;
thence North 0°00'34" East 306.18 feet to beginning. Containing 1.9 acres.

Together with a perpetual easement in a 40 foot roadway which lies immediately
north of the above property and runs west from Highway 89-91.

Together with a water right in Weber-Box Elder Conservation District, which is
one acre-foot per acre.

WITNESS, the hand s of said grantor s, this seventeenth day of October A.D. 19 72.

Signed in the presence of

Richard J. Harris
Melva Jean Harris

STATE OF UTAH
County of Box Elder ss.

On the 17th day of October
A.D. 1972, personally appeared before me

Richard J. Harris and Melva Jean
Harris, his wife

RECORDING DATA
Entry No. 32779H Fee \$ 2.00

RECORDED ☐ INDEXED ☒
PLATTED ☐ ABSTRACTED ☐
COMPARED ☐ DELIVERED ☐

RECORDED OCT 30 1972 TIME 4:00 P.M.

FEE \$ 2.00 BOOK 244 PAGE 592

MARGARET R. EVANS, RECORDER
BOXELDER COUNTY, UTAH

BY *Lois G. Hunsaker* DEPUTY

ABST'D. IN BOOK 9 OF Sec PAGE 118-2

I, the undersigned, of the within instrument, who duly
acknowledged to me that they executed the same.



Thomas F. White
Notary Public
Residing in Brigham City, Utah

PHILLIPS-HANSEN LAND TITLE COMPANY

BRIGHAM CITY, UTAH

Utah Water Right Application Map



Point (1) Location: Address: 3463 S 1200 W, Brigham City

Evidence of Water Right- Report of Conveyance Form

REPORT OF WATER RIGHT CONVEYANCE

\$40 Fee Rec'd by _____
Receipt # _____

REPORT OF WATER RIGHT CONVEYANCE

SECTION B. CERTIFICATION

I, _____, certify that I am authorized by Administrative Rule R655-3-7 to complete this report, and that the information contained herein or attached hereto is true and accurate to the best of my knowledge.

Signature _____

Date _____

Phone # _____

FOR LICENSED PROFESSIONALS ONLY

I, _____, certify that I am licensed as _____ in the State of Utah, that my license number is _____, that I was retained by an owner of the water right to prepare or supervise the preparation of the Report of Conveyance; that the report is true and accurate to the best of the preparer's knowledge; that an appropriate search of County Records records has been made and that the attached documents evidence the ownership interest of the grantee.

Signature _____

Date _____

Phone # _____

Address: _____

This report is not a title opinion based on the title search made. It does not warrant or guarantee title to water rights. This report was prepared for the purpose of updating records of the Division of Water Rights.

Report of Water Right Conveyance

REPORT OF WATER RIGHT CONVEYANCE

Completed by:
Property Owner,
An Engineer,
An Attorney,
A Land Surveyor,
A Title Insurance
Agent

<https://waterrights.utah.gov/wrinfo/forms/default.asp>

Transferring Water Rights with Division of Water Resources (Steps)

- Complete Report of Conveyance
- Send report of conveyance & \$40.00 to the Division of Water Resources
- Wait for their decision (takes time)



I'm always thinking one step ahead,
Like a carpenter who makes stairs.

-Andy Bernard



Once seller has verified/established ownership of the
water right preparing disclosures & conveyances are
the next steps

Disclosure Basics

- Identify Water Right number (MLS, REPC & Addendum)
- Provide Water Right Detail page from Division of Water Resources
- GIS Map print showing location of registered water right
- Share existing plats/surveys showing location or use of water right/well

Water Right Details for 31-4920

Utah Division of Water Rights

7/12/2022 10:33 AM

(WARNING: Water Rights makes NO claims as to the accuracy of this data.)

Water Right: 31-4920

Application/Claim: U21008

Certificate:

Owners:

Name: Eugene Smith Randall
Address: 810 South 400East
Centerville UT 84014

Interest: 100%

Remarks:

General:

Type of Right: Underground Water Claim	Source of Info.: Water User's Claim	Status: Water User's Claim
Quantity of Water: 0.045 CFS		
Source: Underground Water Well		
County: Davis		
Common Description:		
Proposed Det. Book: 31-	Map: 28cc	Pub. Date:
Land Owned by Appl.: Yes		County Tax Id#:

Dates:

Filing:		
Filed: 08/07/1950		
Priority: / /1900	Decree/Class:	
Advertising:		
Publication Began:	Publication End:	Newspaper:
Protest End Date:	Protested: Not Protested	Hearing Held:
Approval:		
State Eng. Action:	Action Date:	
Recon. Req. Date:	Recon. Req Action:	
Certification:		
Proof Due Date:	Extension Filed Date:	
Election or Proof:	Election/Proof Date:	
Cert./WUC Date:	Lapsed, Etc. Date:	Lap. Ltr. Date:
Wells:		
Prov. Well Date:	Most Recent Well Renovate/Replace Date:	

Points of Diversion:

Points of Diversion - Underground:

(1) N 515 ft. W 110 ft. from E4 corner, Sec 18 T 2N R 1E SLBM

Well Diameter: 3 in.	Depth: 43 to ft.	Year Drilled: 1953	Well Log: Yes	Well Id#:
Elevation:	UTM: 426447.944, 4529013.243 (NAD83)			
Source/Cmnt:				

Proposed Water Uses:

Proposed Water Uses - Group Number: 32856

Water Rights Appurtenant to the following use(s):

31-838(WUC), 31-4920(WUC), 31-4921(WUC),

Sample Language for Addendum- Water Rights

1. The following water rights are **included** or **excluded** from the sale (Water Right Number).

IF INCLUDED:

2. Seller to transfer water with Water Rights Addendum to Land Deeds
3. Buyer to complete Report of Water Right Conveyance following closing

Land Deed Addendum (for Water Rights)

<https://waterrights.utah.gov/wrinfo/forms/default.asp>

Grantor: _____
Grantee: _____
Tax ID Number(s): _____

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

Check one box only

- 1 ☒ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed.
2 ☐ Only a portion of Grantor's water rights are being conveyed.
3 ☐ No water rights are being conveyed.
4 ☐ Water rights are being conveyed by separate deed.

Proceed to Section

A
B
C
C

Section

Important Notes
(see other side)

A	The water right(s) being conveyed include Water Right No(s). _____	N1
	_____	N2
	along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights. (Proceed to Section C)	N3
B	Only the following water rights are being conveyed: (check all boxes that apply)	N1
	<input type="checkbox"/> All of Water Right No(s). _____	N4
	<input type="checkbox"/> _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____	N5
	<input type="checkbox"/> _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____	N5
	Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N2
C	Disclosures by Grantor: (check all boxes that apply)	
	<input type="checkbox"/> Grantor is endorsing and delivering to Grantee stock certificates for _____ share(s) of stock in the following water company: _____	N6
	<input type="checkbox"/> Culinary water service is provided by: _____	N7
	<input type="checkbox"/> Outdoor water service is provided by: _____	N8
	<input type="checkbox"/> There is no water service available to Grantor's Parcel(s).	N9
<input type="checkbox"/> Other water related disclosures: _____	N10	
Attach and sign additional copies of this form if more space is needed.		

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: _____

Grantee's Acknowledgment of Receipt: _____

Grantee's Mailing Address: _____

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS

Land Deed Addendum (for Water Rights)

- <https://waterrights.utah.gov/wrinfo/forms/default.asp>
-

NOTES TO WATER RIGHTS ADDENDUM TO LAND DEEDS

Please read the following notes carefully in order to avoid problems and the possible loss of the water rights being conveyed in connection with this transaction.

The mere purchase of a water right does not guarantee: (1) that the water right is in good standing with the Utah Division of Water Rights; (2) that the owner has clear title to the water right; (3) that the Division will recognize the ownership change; or (4) that the Division will approve any proposed changes or extensions regarding the water right. You are encouraged to conduct proper "due diligence" research into any water right before purchasing it.

- N1 Once this Water Rights Addendum has been recorded at the County Recorder's Office, Grantee must prepare a "Report of Water Right Conveyance" or "ROC" (available from the Utah Division of Water Rights) and file it with the Utah Division of Water Rights in order to: (1) have the Division's records updated with **current ownership and address information**; (2) file any application on these water rights; and (3) receive notifications concerning deadlines and other essential information pertaining to these rights. **Failure to do so PROMPTLY may result in the loss of these water rights.** Help with reviewing the water rights and completing the ROC can be obtained from the Utah Division of Water Rights and/or water professionals, such as attorneys, engineers, surveyors, and title professionals with experience in water rights and water law.
- N2 A water right often has one or more applications on file with the Utah Division of Water Rights that affect that water right, such as change applications, extension requests, and non-use applications. These applications should be transferred with the water right. The Grantee should review the water right applications and other documents on file with the Utah Division of Water Rights.
- N3 Water rights owned by the Grantor and used on Grantor's Parcel may be "appurtenant" to Grantor's Parcel. Not all appurtenant water rights have been assigned a water right number because not all water rights are "of record." If Section A is being completed, this conveyance includes all appurtenant water rights, whether or not they are listed by water right number or are of record. Grantee should investigate each water right listed and determine if there are any water rights that are not of record. If there are water rights not of record, Grantee should seriously consider making them of record by filing the appropriate forms with the Utah Division of Water Rights.
- N4 100% of the water rights listed here are being conveyed to Grantee. A Report of Water Right Conveyance (see N1 above) should be filed on each water right listed here. The Water Rights listed in Section B may not provide sufficient water for all of the historic water uses.
- N5 Less than 100% of the water right listed is being conveyed to Grantee. The exact portion to be conveyed, expressed in terms of the beneficial uses associated with this portion of the water right must be described. This description generally consists of: (1) the number of families for domestic (indoor culinary) uses (generally quantified as 0.45 acre-feet per family for a year-round residence and 0.25 acre-feet per family for a seasonal residence); (2) the number of acres irrigated (this involves issues of "irrigation duty" [the number of acre-feet of water allowed per acre of irrigated land] and "sole supply/supplemental supply" [the amount of water allocated to each water right when more than one right is used on the same land or for the same livestock]; and (3) the number of livestock being watered (expressed in terms of equivalent livestock units or "ELUs" which are quantified at the rate of 0.028 acre-feet per ELU for full-year use. Any other uses being conveyed should be similarly described. Help with evaluating, quantifying, and/or describing the uses can be obtained from the Utah Division of Water Rights and/or water professionals.
- N6 Shares of stock in water companies (including irrigation, canal, and ditch companies) are generally not transferred by deed. Each company has procedures for transferring ownership. The company should be contacted to ascertain the appropriate procedures to follow. The most common procedure is for the Grantor to endorse and deliver the stock certificate to the Grantee, who then presents that certificate to company for issuance of a new certificate in the Grantee's name. If another procedure is to be followed, that should be noted on the "Other water related disclosures" line in Section C of this form. Each company also defines how much water is associated with a particular share and what fees and assessments are charged. The Grantee should contact the company about all such issues.
- N7 If culinary water service is currently being provided to the Grantor's Parcel by a municipality, a water district, or a water company, that entity should be listed here and the Grantee should contact that entity to ascertain what is required to continue receiving such service.
- N8 If outdoor/secondary/irrigation water service is currently being provided to the Grantor's Parcel by a municipality, a water district, or a water company, that entity should be listed here and the Grantee should contact that entity to ascertain what is required to continue receiving such service.
- N9 If this box is checked, the Grantee should investigate what water IF ANY is available for use on the Grantor's Parcel.
- N10 This space should be used for any other information that the Grantor has which is relevant to water issues associated with the Grantor's Parcel.

The Utah Division of Water Rights (often referred to as the State Engineer's Office) is located at 1594 W. North Temple, Suite 220.

Land Deed Addendum (for Water Rights)

NOTES TO WATER RIGHTS ADDENDUM TO LAND DEEDS

Please read the following notes carefully in order to avoid problems and the possible loss of the water rights being conveyed in connection with this transaction.

The mere purchase of a water right does not guarantee: (1) that the water right is in good standing with the Utah Division of Water Rights; (2) that the owner has clear title to the water right; (3) that the Division will recognize the ownership change; or (4) that the Division will approve any proposed changes or extensions regarding the water right. You are encouraged to conduct proper “due diligence” research into any water right before purchasing it.

N1 Once this Water Rights Addendum has been recorded at the County Recorder’s Office, Grantee must prepare a “Report of Water Right Conveyance” or “ROC” (available from the Utah Division of Water Rights) and file it with the Utah Division of Water Rights in order to: (1) have the Division’s records updated with **current ownership and address information**; (2) file any application on these water rights; and (3) receive notifications concerning deadlines and other essential information pertaining to these rights. **Failure to do so PROMPTLY may result in the loss of these water rights.** Help with reviewing the water rights and completing the ROC can be obtained from the Utah Division of Water Rights and/or water professionals, such as attorneys, engineers, surveyors, and title professionals with experience in water rights and water law.

Transferring Water Rights with Division of Water Resources (Steps)

Following Closing (Recording of
Warranty Deed with Water
Rights Addendum to Land Deeds)

- Buyer Completes Report of
Conveyance
- Send report of conveyance &
\$40.00 to the Division of Water
Resources
- Wait for their decision (takes
time)

Another Conveyance Type- Water Right Deed

②

Prepared by:
First American Title Insurance Company
215 South State Street, Suite 280
Salt Lake City, UT 84111
(801)578-8888

E 3400532 B 7803 P 718-719
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
7/16/2021 10:26:00 AM
FEE \$40.00 Pgs: 2
DEP eCASH REC'D FOR BACKMAN TITLE SER

AFTER RECORDING RETURN TO:
Kirkman Farms, LLC
3633 West 1300 North
West Point, UT 84015

14-107-0005
14-107-0006

SPACE ABOVE THIS LINE (3 1/4" X 5") FOR RECORDER'S USE

WATER RIGHT DEED

Escrow No. w21117 (bjd)
A.P.N.:

Wiley A. Fowers & Son, L.L.C., a Utah limited liability company, GRANTOR

Of Hooper, County of Weber, State of Utah

Hereby grants, conveys and assigns, to

Kirkman Farms, LLC, GRANTEE

Of West Point, County of Davis, State of Utah for ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following water right, on file and of record in the Davis County Recorder's office in the State of Utah.

Grantors grant and convey to Grantee all of Grantors' right, title, estate and interest in and to Water Right No. 31-2554.

Witness, the hand(s) of said Grantor(s), this July 15, 2021.

Wiley A. Fowers & Son, L.L.C., a Utah limited liability company

Lorraine J. Fowers
Lorraine J. Fowers, as manager

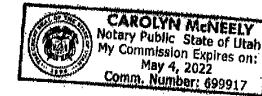
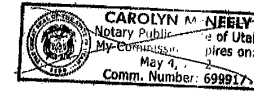
STATE OF UT)
County of Davis) ss.

On July 15, 2021, before me, the undersigned Notary Public, personally appeared Lorraine J. Fowers, as manager of Wiley A. Fowers & Son, L.L.C., a Utah limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument is/are the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 5-04-22

Carolyn McNeely
Notary Public



WATER RIGHTS ADDENDUM TO WATER DEEDS

Grantor: _____
Grantee: _____
Water Right No(s): _____

In connection with the foregoing water rights conveyance, Grantor hereby assigns to Grantee all water rights listed which are not yet capable by law of being conveyed by deed (e.g., pending or unapproved water rights) and all applications pertaining to the water rights listed (e.g., all change applications, extension applications, non-use applications, etc.). Grantor also makes the following declarations and disclosures:

SECTION 1 - TYPE OF DEED Check one box only - Must match language in the deed

- ☐ The foregoing deed is a warranty deed. (Grantor is making all standard warranties.)
- ☐ The foregoing deed is a special warranty deed. (Grantor is only warranting that Grantor has not previously conveyed title to others, i.e., a warranty of title as to all claiming by or through Grantor.)
- ☐ The foregoing deed is a quit claim deed. (Grantor is making no warranties.)
- ☐ The language in the foregoing deed is controlling as to the type of deed and associated warranties, if any. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if any box above is checked)

SECTION 2 - APPURTENANT WATER RIGHTS Check one box only

- ☐ All of Grantor’s water rights approved for use on the following described parcel(s) are being conveyed. _____
- ☐ In addition to any specifically identified rights, all other water rights owned by Grantor and approved for use on the following described parcel(s) are being conveyed. _____
- ☐ No water rights other than those specifically identified by water right number are being conveyed.

SECTION 3 - WATER RIGHTS CONVEYED IN WHOLE OR IN PART Check all applicable boxes

- ☐ 100% of the following water rights described in the deed are being conveyed. Water Right Nos. _____
- ☐ Only the portion indicated of the following water rights described in the deed are being conveyed.
_____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
_____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
_____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
- ☐ The language in the foregoing deed is controlling as to quantity, if any.

SECTION 4 - OTHER DISCLOSURES Check all applicable boxes

- ☐ Grantor is endorsing and delivering to Grantee stock certificates for _____ shares of stock in the following water company: _____
- ☐ Other water related disclosures: _____

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor’s Signature: _____
Grantee’s Acknowledgment of Receipt: _____
Grantee’s Mailing Address: _____

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS

NOTES TO WATER RIGHTS ADDENDUM TO WATER DEEDS

Please read the following notes carefully in order to avoid problems and the possible loss of the water rights being conveyed in connection with this transaction.

The mere purchase of a water right does not guarantee: (1) that the water right is in good standing with the Utah Division of Water Rights; (2) that the owner has clear title to the water right; (3) that the Division will recognize the ownership change; or (4) that the Division will approve any proposed changes or extensions regarding the water right. You are encouraged to conduct proper “due diligence” research into any water right before purchasing it.

Section

- 1-4 Once this Water Right Addendum and deed has been recorded at the County Recorder’s Office, the county recorder shall transmit a paper or electronic copy of the deed and water rights addendum to the state engineer. Water right deeds and addendum submitted in conformance with statute which names as the grantor the person listed as owner of state engineer records - shall be processed as though it were a completed report of water right conveyance. If the state engineer does not update water right ownership on records of the Division upon submittal of a Water Right Addendum and deed, a water right owner must submit a report of water right conveyance (ROC) as directed in Utah Code Section 73-1-10(3). Filing an ROC is necessary in order to: (1) have the Division’s records updated with current ownership and address information; (2) file any application on these water rights; and (3) receive notifications concerning deadlines and other essential information pertaining to these rights. Help with reviewing the water rights and the ROC can be obtained from the Utah Division of Water Rights and/or water professionals, such as attorneys, engineers, surveyors, and title professionals with experience in water rights and water law.
- 1 There are three general types of deeds – warranty deeds, special warranty deeds, and quit claim deeds – which can be used to convey water rights. The primary difference between them is the type of warranty being given, which has a dramatic effect on the rights and responsibilities of both the Grantor and the Grantee. If you are unsure about the type of deed that you should use or accept, you should obtain legal advice on this issue.
- 2 Water rights owned by the Grantor and used on Grantor’s Parcel may be “appurtenant” to Grantor’s Parcel. Not all appurtenant water rights have been assigned a water right number because not all water rights are “of record.” If either of the first two boxes in Section 2 are checked, this conveyance includes all appurtenant water rights, whether or not they are listed by water right number or are of record; only water right numbers listed on the addendum will be updated. Grantee should investigate each water right listed and determine if there are any water rights that are not of record. If there are water rights not of record, Grantee should seriously consider making them of record by filing the appropriate forms with the Utah Division of Water Rights.
- 3 A Water right can be conveyed in whole (100% of the right is conveyed) or in part (only a portion of the right is conveyed). If the whole right is conveyed, you do not need to describe the beneficial uses associated with the right. If only a part is being conveyed, you need to describe exactly what beneficial uses are being conveyed. This is usually expressed in terms of acre-feet and generally consists of: (1) the number of families for domestic (indoor culinary) uses (generally quantified as 0.45 acre-feet per family for a year-round residence and 0.25 acre-feet per family for a seasonal residence); (2) the number of acres irrigated (this involves issues of “irrigation duty” [the number of acre-feet of water allowed per acre of irrigated land] and “sole supply/supplemental supply”[the amount of water allocated to each water right when more than one right is being used on the same land or for the same livestock]; and (3) the number of livestock being watered (expressed in terms of equivalent livestock units or “ELUs” which are quantified at the rate of 0.028 acre feet per ELU for full-year use). Any other uses being conveyed should be similarly described. Help with evaluating, quantifying, and/or describing the uses can be obtained from the Utah Division of Water Rights and/or water professionals.
- 4 Shares of stock in water companies (including irrigation, canal, and ditch companies) are generally not transferred by deed. Each company has procedures for transferring ownership. The company should be contacted to ascertain the appropriate procedures to follow. The most common procedure is for the Grantor to endorse and deliver the stock certificate to the Grantee, who then presents that certificate to company for issuance of a new certificate in the Grantee’s name. If another procedure is to be followed, that should be noted on the “Other water related disclosures” line in Section 4 of this form. Each company also defines how much water is associated with a particular share and what fees and assessments are charged. The Grantee should contact the company about all such issues. There is also space provided in this section for any other information that the Grantor believes may be relevant to the water rights being transferred or for any other water related issues.

The Utah Division of Water Rights (often referred to as the State Engineer’s Office) is located at
1594 W. North Temple, Suite 220, PO Box 146300, Salt Lake City, Utah 84114-6300
Telephone: 801-538-7240 Web Address: www.waterrights.utah.gov

Water Rights & Wells





Water Rights & Wells are like cousins

Water Right: a right to divert water (change its course) from its natural source

Well: horizontal or vertical excavation or opening into the ground made by digging, boring, drilling, jetting or driving for utilizing or monitoring underground waters.



From the Utah Division of Water Rights

All waters in Utah are public property. A “water right” is a right to divert (remove from its natural source) and beneficially use water.

<https://waterrights.utah.gov/wrinfo/default.asp>

- A well is an approved way to divert water from its natural source.
- Well equipment is used to divert water for beneficial use



Sample Language for Addendum- Water Rights

1. The following water rights are **included** or **excluded** from the sale (Water Right Number).

IF INCLUDED:

2. Seller to transfer water with Water Rights Addendum to Land Deeds
3. Buyer to complete Report of Water Right Conveyance following closing
4. **The well and well equipment are (included or excluded) from the sale and will be conveyed by bill of sale: (description of equipment type/location/use of equipment)**

Disclosure/Transfer Basics for Sellers

- Verify ownership of water rights used by seller
 - Perfect ownership if necessary (Report of Water Right Conveyance)
- Identify water right number (MLS, REPC & Addendum)
- Identify point of diversion
- Disclose permitted use
 - Use water right details printout
- Disclose Transfer Fees
- Fulfill requirements from Contract & Seller Disclosure forms
 - Include online map information from Division of Water Rights
 - Plats or surveys containing water right information
 - Water right/share information on title chain documents
- Convey with Water Rights Addendum to Land Deeds
- Sign bill of sale for well & equipment

Buyer Due Diligence & Water Right / Shares

Where to begin?

- Quantity
- Use
- Accessibility
- Quality



7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) _____

Requirements from Contract & Seller Disclosure form

[] Private Water Right (Well, Spring, ect.).				
A. Is a well, spring, or other water source presently located on the Property?				
B. Do you share a well, spring, or other water source with any other person or entity? If "Yes," please attach a copy of any sharing agreement.				
C. To your knowledge, what is the State Engineer's assigned water right number for your water right? _____ - _____				
D. To your knowledge, is your water right represented by a contract with a water conservancy district or other district?				
i. If "Yes", what is the district name and what is the number of the contract? _____				
E. Are you aware of any past or present problems with the water source or water system (for example, water quality, inadequate water pressure, faulty pump, well issues, etc.)?				
i. If "Yes", please describe, to your knowledge, the nature of any such problems: _____				

Buyer Due Diligence (Form 12)

13. WATER: Buyer is advised to consult with the water service provider for the Property and with other appropriate professionals regarding the source, quality, and availability of water for the Property; and regarding all applicable fees and costs (including, without limitation, connection fees, stand-by fees and service fees), use and regulatory restrictions, and ownership of water rights and water system. Depending upon the location of the Property, the water service provider, and climate conditions, water service to the Property may be interrupted. A well and well system may require inspection. Buyer is further advised that, depending upon the location of the Property, State and local laws may impose specific requirements regarding the source, the capacity, and the quality of water that will service new plat or building permit applications. Such water-related laws may directly impact Buyer's ability to develop the Property and/or obtain a building permit for any improvements to the Property. Buyer is advised to consult directly with applicable State and local authorities, and with legal counsel, regarding the content and potential affect of such water-related laws.

BUYER DUE DILIGENCE CHECKLIST

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THIS BUYER DUE DILIGENCE CHECKLIST is provided by _____ (the "Company"), including _____ (the "Agent") to _____ (the "Buyer") in connection with the purchase of any property.

NOTICE FROM COMPANY

Buyer is advised that the Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide Buyer with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Company and its agents strongly recommend that in connection with any offer to acquire any property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of a property. BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF A PROPERTY. The following is a general listing of issues that Buyer should consider in evaluating any property. This is not intended to be a comprehensive list of all issues that may be relevant in Buyer's evaluation of a specific property. This document is, however, intended to direct Buyer's attention to a number of issues that are commonly considered important in the evaluation of any property.

1. BUILDING CODE/ZONING COMPLIANCE: Buyer is advised to consult with local zoning officials to assure that Buyer's intended use of a property (including, but not limited to, rental and business uses, construction of new improvements and/or the remodel of existing improvements) will comply with local zoning requirements and with any recorded restrictive covenants and conditions. Buyer should determine whether a certificate of occupancy has been issued for a property and if such certificate is available for inspection. Buyer is also advised to make inquiry at the local building department to determine if building permits and final inspections were obtained for any remodel work at a property, if applicable. Buyer acknowledges that the Company should not be relied upon for any determination as to any past, present or future building code or zoning restrictions or violations, or as to the suitability of a property for Buyer's intended use.

2. RENTAL OF PROPERTY: If Buyer intends to use a property as a rental, Buyer is advised to consult with local zoning officials and to review any applicable restrictive covenants to determine that rental of a property is a legal use, and does not violate any restrictive covenants. Buyer is also advised to consult with local governmental authorities to determine whether a business or other license is required in order to use a property as a rental. Buyer acknowledges that the Company should not be relied upon for any determination as to whether rental of a property is a legal or permitted use.

3. HAZARDOUS WASTE AND TOXIC SUBSTANCES: Buyer is advised to consult with appropriate professionals regarding the possible existence of hazardous wastes and toxic substances on a property, including, but not limited to, asbestos, radon gas, lead and lead-based paint, and contamination of a property from the use, storing or manufacturing of any illegal substances including, methamphetamines. Buyer is advised that a variety of federal laws can place strict liability on property owners for hazardous waste management and cleanup of hazardous substances. Buyer is advised of Buyer's obligation to make appropriate inquiries ("due diligence") into past uses of a property to ascertain the possible existence of hazardous wastes or toxic substances. Buyer acknowledges that the Company should not be relied upon for any determination as to the existence of any hazardous wastes or toxic substances.

4. RADON GAS: The EPA and the Surgeon General have linked exposure to elevated radon levels to an increased risk of developing lung cancer. The Buyer is advised to consult with appropriate professionals to determine if elevated levels of radon gas exist in a property. Additional information regarding radon is available from the state of Utah at radon.utah.gov and the EPA at epa.gov/radon/.

5. SURVEYING AND STAKING: Buyer is advised that without an accurate survey of a property, Buyer cannot be certain as to the boundaries of a property, or that any improvements on a property are not encroaching upon adjoining parcels of property, or that improvements located on adjoining parcels of property do not encroach onto a property. Walls and fences may not correspond with legal boundary lines for a property. Buyer acknowledges that the

Buyer Due Diligence (Form 12) – Speed Read Version

Buyer advised to **consult** with the **water service provider** and with **other appropriate professionals** regarding:

- **Source, Quality & Availability** of water for the Property
- Applicable **fees** and **costs**
- Use and regulatory **restrictions**
- **Ownership of water rights and water system**
- Water service to the Property may be interrupted.
- A **well** and **well system** may require **inspection**.
- State and local laws may impose specific requirements regarding the **source**, the **capacity**, and the **quality** of water that will service new plat or building permit applications.
- Such water-related laws **may directly impact** Buyer's ability to develop the Property and/or obtain a **building permit for any improvements** to the Property.
- **Consult directly with** applicable State and local **authorities**, and with **legal counsel**, regarding the **content and potential affect** of such water-related laws.

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Buyer Due Diligence (Form 12)

– Super Speed-Read Version

Consult water service provider & other appropriate professionals about

1. Source, Quality & Availability
2. Fees, Costs & Restrictions

Resolve ownership of water rights *and* the water system

Wells & well systems require inspection.

State and Local laws govern Source, capacity, quality or water

Those laws directly impact building permit for any improvements

Consult directly with authorities, & legal counsel about content and potential affect of water laws

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Water Right Information – Well Logs & Well Reports

Water Right Information – Well Logs & Well Reports

Utah Division of Water Rights



Activity

#	WIN	Drilling Company	Activity Type	Activity Begin Date
1	446575	GLENN'S ELECTRIC	Pump Work	05/23/2022

Well Features

#	WIN	Drilling Method	Total Bore Depth	Finished Well Depth	Finished Casing Diameter	Well Intake Depth	Geologic Log
1	446575	N/A	0	0	0	0	No

Comments

#	Datestamp	Text
No comment records found for this location		

Water Level Records

#	WIN	Date	Time	Depth	Status	Method
1	446575	05/23/2022		3	TOC	N/A

Water Quality Records

#	WIN	Date	Time	Parameter	Value
No water quality records found for this location					

[View Well Log](#)

[Done](#)



PUMP INSTALLATION REPORT (PUMP LOG)

UTAH DIVISION OF WATER RIGHTS
PO BOX 146300, SLC, UT 84114-6300
(801) 538-7240; (801) 538-7467 fax; waterrights.utah.gov



Well Identification (e.g., Water Right or Non-Production Well Number): 23-1709 446575
Owner Info (Name and Address): ROBERT M. ARBUCKLE
Well Location: 1475 CISCO RD laketown UT
Physical Street Address: 1475 CISCO RD laketown UT
Point of Diversion (Public Land Survey): North South 1590 feet, East West 1190 feet from the SW corner of
Section 20, Township 13N, Range 6E SLB&M BSB&M
GPS (UTM OR Lat-Long Incl. Map Datum):

Existing Well Details (if known)

Is a Well Driller's Report available? ☐ Yes ☒ No Well Depth 43 feet Well Diameter 4 inches
Nature of Use ☒ Domestic ☐ Irrigation ☐ Stock ☐ Industrial ☐ Commercial ☐ Municipal ☐ Provisional ☐ Monitor
Casing Type ☒ Steel ☐ Stainless Steel ☐ PVC ☐ Fiberglass ☐ ABS ☐ SR ☐ Other
☐ Screen ☐ Perforations ☐ Open Pipe Screen/Perforation Interval
Filter Pack ☐ Yes ☐ No
Other details (if known):

Pump Installation Details

Type of Installation: ☐ New ☒ Replacement ☐ Repair ☐ Other
Date of Installation (single date or range as applicable): 5/23/22
Type of Pump: ☒ Submersible ☐ Lineshaft ☐ Jet ☐ Other
Pump Manufacturer: CRI Pump Model: 53P-10-18
Number of Stages: 1 Riser/Discharge Pipe Type/Size: 1 1/4 Shaft Size (in):
Height of Casing Above Ground Surface (in): 0 Pump Intake Depth Below Top of Casing (ft): 30
Pump Size (hp): 1 Pump Capacity (gpm): 10 Static Water Level (ft below top of casing): 3'
Pump Water Level (ft below top of casing): 3' Shut-in Head for Flowing Wells (ft or psi):
Artesian Flow (gpm): Drawdown at End of Test (ft):
Pitless Installation ☐ Yes ☒ No Manufacturer: Model:
Pitless Type ☐ Pitless Adapter ☐ Pitless Unit ☐ Screw On ☐ Welded ☐ Compression
Method of Cutting Hole in Casing: Depth of Pitless (ft BGS): na
Pump Testing? ☐ Yes ☐ No Test Pumping Rate (gpm): Test Pump Duration (hrs):
Water Level Measurement Method ☐ Airline ☒ Electric Sounder ☐ Steel Tape ☐ Other
Discharge Measure Method ☐ Bailer ☐ Bucket/Barrel/Stopwatch ☐ Current ☐ Air Lift ☐ Gauge ☐ Meter
☐ Orifice ☐ Volume ☐ Weir-Flume ☐ Other
Down Hole Camera Survey? ☐ Yes ☒ No Water Quality Sample Taken? ☐ Yes ☒ No
Well Pump Works Disinfection Upon Completion in accordance with R655-4? ☒ Yes ☐ No

Well Driller Statement


Comments by Installer: RECEIVED
JUN 06 2022 LP
Name: Glen's Electric (Person, Firm, or Corporation - Print or Type) WATER RIGHTS License No. 925
Signature of Licensee: [Signature] Date: 6-6-22
(Licensed Well Driller or Pump Installer) SCANNED LP


Note: All pump work shall be performed in accordance with the provisions of the State of Utah Administrative Rules of Water Wells (Section R655-4 UAC).


Pump Log

Water Right Information – Well Logs & Well Reports

Water Right Information – Well Logs & Well Reports

 Services Agencies

Search Utah.gov 



Utah Division of Water Rights

Activity				
#	WIN	Drilling Company	Activity Type	Activity Begin Date
1	29697	ZIMMERMAN, MIKE WELL SERVICE	Replace	06/01/2004
2	29697	ZIMMERMAN, MIKE WELL SERVICE	Pump Work	06/16/2014

Well Features							
#	WIN	Drilling Method	Total Bore Depth	Finished Well Depth	Finished Casing Diameter	Well Intake Depth	Geologic Log
1	29697	Cable Tool	205	202	10	115	No

Comments		
#	Datestamp	Text
No comment records found for this location		

Water Level Records						
#	WIN	Date	Time	Depth	Status	Method
No water level records found for this location						

Water Quality Records					
#	WIN	Date	Time	Parameter	Value
No water quality records found for this location					

View Well Log

Done

WELL DRILLER'S REPORT

RECEIVED

State of Utah
Division of Water Rights

JUN 22 2004

WATER RIGHTS
SALT LAKE

For additional space, use "Additional Well Data Form" and attach

Well Identification

Water Right: 15-3220

WIN: 29697

Owner

Note any changes

Victor D. Warr
787 East Exda Way
Exda UT 84074

SC

Contact Person/Engineer:

Well Location

Note any changes

N 1338 E 235 from the NW corner of section 34, Township 2S, Range 4W, SL B&M

Location Description: (address, proximity to buildings, landmarks, ground elevation, local well #)

Drillers Activity

Start Date: 6-1-04

Completion Date: 6-17-04

Check all that apply: ☐ New ☐ Repair ☐ Deepen ☐ Clean ☒ Replace ☐ Public Nature of Use:

If a replacement well, provide location of new well. D feet north/south and 147 feet east/west of the existing well.

DEPTH (feet) FROM	TO	BOREHOLE DIAMETER (in)	DRILLING METHOD	DRILLING FLUID
0	31	16"	Cable Tool	water
31	205	10"	Cable Tool	water

Well Log

DEPTH (feet) FROM	TO	WATER TEMPERATURE (°F)	UNCONSOLIDATED CLAY SAND GRAVEL SILT	CONSOLIDATED BOULDER CLAY SAND GRAVEL SILT	ROCK TYPE	COLOR	DESCRIPTION AND REMARKS (e.g., relative %, grain size, sorting, angularity, bedding, grain composition density, plasticity, shape, cementation, consistency, water bearing, order, fracturing, mineralogy, texture, degree of weathering, hardness, water quality, etc.)
0	2				Topsoil	Brown	
2	3				tan		
3	27				tan		
27	34				Gray		
34	39				Brown		
39	54				Brown		
54	57				tan		
57	63				Brown		
63	72				Brown		
72	76				Brown		

Static Water Level

Date 6-17-04 Water Level 36.5 feet Flowing? ☐ Yes ☒ No

Method of Water Level Measurement Elect. Sensor If Flowing, Capped Pressure PSI

Point to Which Water Level Measurement was Referenced Top of casing Elevation

Height of Water Level reference point above ground surface 1.5 feet Temperature degrees ☐ C ☐ FWater Right Information –
Well Logs & Well Reports

Construction Information

DEPTH (feet)		CASING		WALL THICK (in)	NOMINAL DIAM. (in)	DEPTH (feet)		SCREEN SLOT SIZE OR FEET SIZE (in)	PERFORATIONS SCREEN DIAM. OR FEET LENGTH (in)	OPEN BOTTOM SCREEN TYPE (or NUMBER PER FEET)
FROM	TO	CASING TYPE AND MATERIAL/GRADE				FROM	TO			
1.5	202	A538 steel		-365	10"	200	198	3/8"	2 1/2"	15.3 ROWS SPR ROWS 4 ROWS SPR ROWS 20 ROWS
						188	191	3/8"	2 1/2"	13 ROWS SPR ROWS 6 ROWS SPR ROWS 6 ROWS SPR ROWS 30 ROWS
						135	150	3/8"	2 1/2"	
						115	120	3/8"	2 1/2"	

Well Head Configuration: well seal Access Port Provided? ☒ Yes ☐ No

Casing Joint Type: welded Perforator Used:

Was a Surface Seal Installed? ☒ Yes ☐ No Depth of Surface Seal: 31 feet Drive Shoe? ☒ Yes ☐ No

Surface Seal Material Placement Method: gravity

DEPTH (feet)		SURFACE SEAL / INTERVAL SEAL / FILTER PACK / PACKER INFORMATION		Quantity of Material Used (if applicable)	GROUT DENSITY (lbs./gal., # bag mix, gal./sack etc.)
FROM	TO	SEAL MATERIAL, FILTER PACK and PACKER TYPE and DESCRIPTION			
0	31+	Ben to white chips coarse		3,150 #	63 50# bags

Well Development and Well Yield Test Information

DATE	METHOD	YIELD	Units Check One		DRAWDOWN (ft)	TIME PUMPED (hrs & min)
			GPM	CFS		
6-17-04	Bail	60			2'	1 HR

Pump (Permanent)

Pump Description: Horsepower: Pump Intake Depth: feet

Approximate Maximum Pumping Rate: Well Disinfected upon Completion? ☐ Yes ☐ No

Comments

Description of construction activity, additional materials used, problems encountered, extraordinary
Circumstances, abandonment procedures. Use additional well data form for more space.

20

Well Driller Statement

This well was drilled and constructed under my supervision, according to applicable rules and regulations,
and this report is complete and correct to the best of my knowledge and belief.

Name ZIMMERMAN, MIKE WELL SERVICE

License No. 727

Signature

Date

6-21-04

Well Log



Well Information

- ☐ Well Depth
- ☐ Intake Depth
- ☐ Casing material
- ☐ Intake Depth
- ☐ Soil (Lithologic Description)
- ☐ Construction
- ☐ Screens/Perforations
- ☐ Filler/Pack & Seal Materials



Well Information - A well and well system may require inspection

(Buyer Due Diligence- Form 12, Paragraph 13)

- **Well Location (point of diversion)**

<https://maps.waterrights.utah.gov/EsriMap/map.asp>

- **Review Surveys & Plats**

- **Shared Well Agreements** - Existence and content of easement, or maintenance agreements

- **Well & Water Questions:**

- Has the water been tested? (Nitrates, Chlorides, Coliform Levels, Lead, Bacteria, Arsenic, Radon, et.)
- Has the smell, color, flavor of water changed?
- What is the flow/capacity of the well?

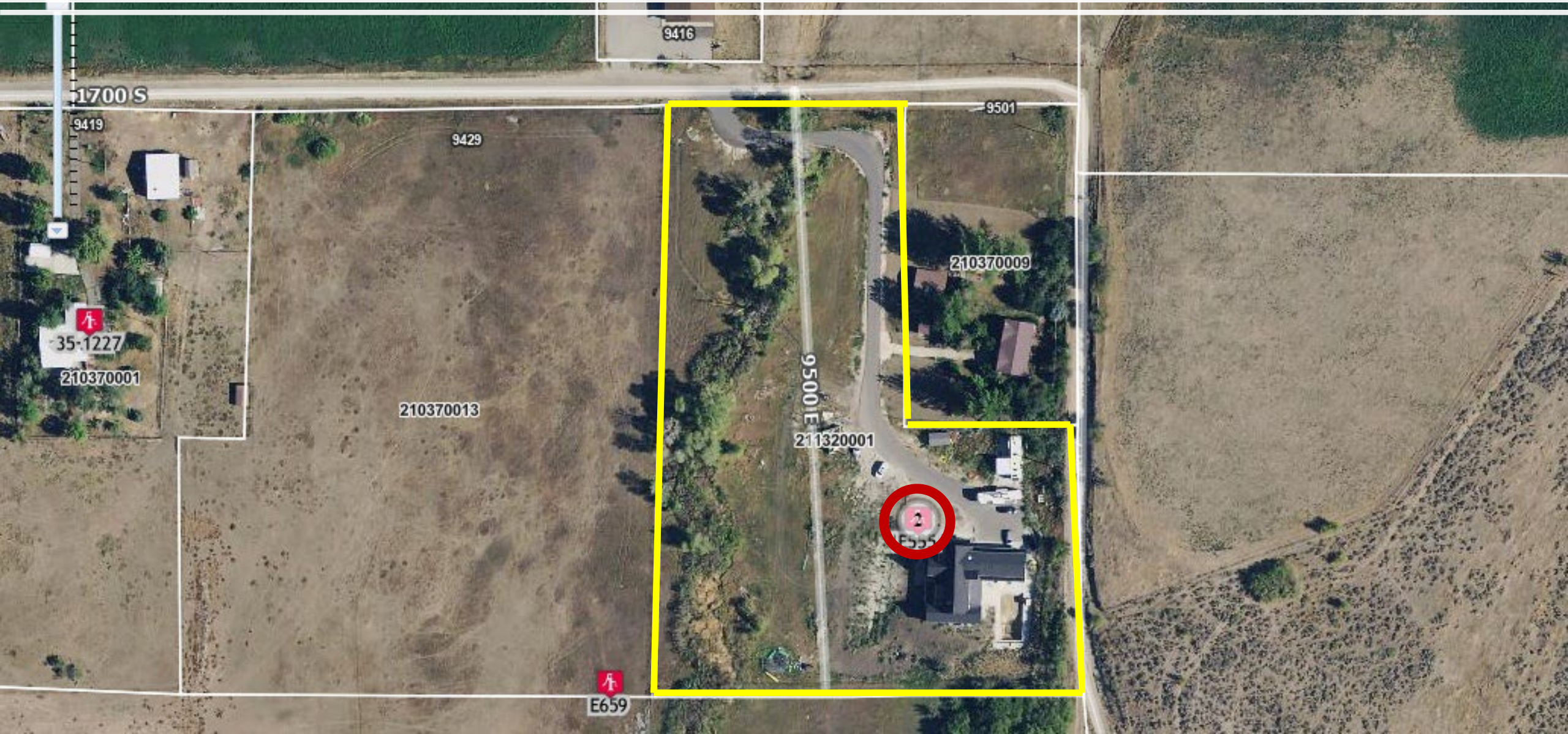


Transfer of Well Equipment

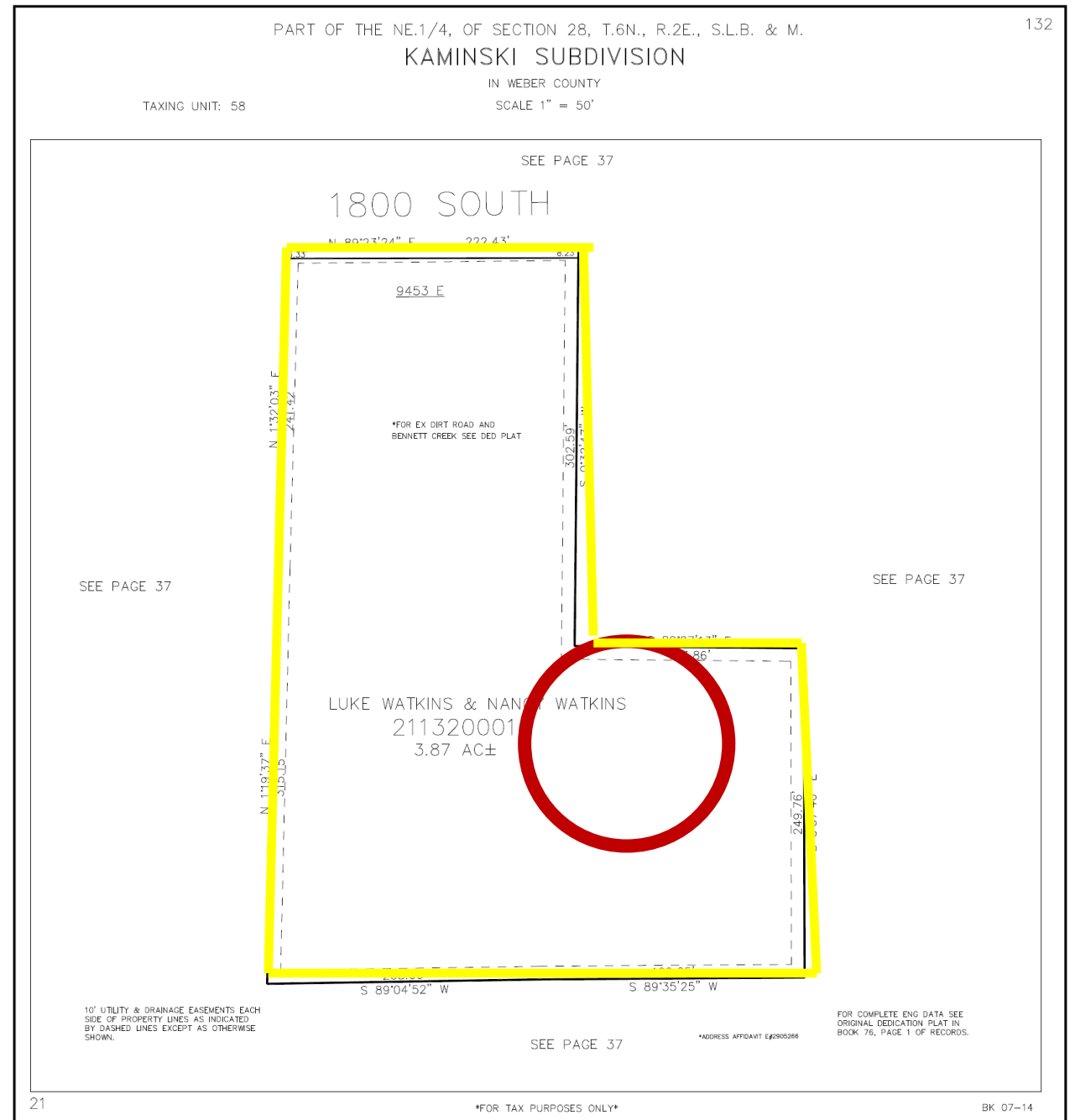
Well equipment is sometimes considered personal property and should be transferred with a Bill of Sale. Instructions must be given to govern their transfer

- Address the transfer on well equipment of well & equipment in section 1.2 or REPC (Other included items)
- If transfer was not included with original offer, Prepare an Addendum to the REPC
- Make the Bill of Sale plain language
“Well and well equipment currently used in association with water right number _____ located _____”
- If necessary, include additional descriptions of pump type/other equipment.

Water Information on Plats & Surveys



Water Information on Plats & Surveys



Survey Completed February 2011

PINNACLE
Engineering & Land Surveying, Inc.
Layton • West Bountiful • Mt. Pleasant
1513 North Hillside Rd., Suite #2
Layton, UT 84041
Phone: (801) 866-0676
Fax: (801) 866-0678

RUSSELL PROPERTY SURVEY
BOUNDARY SURVEY
FOR: CRAIG KAMINSKI
APPROX. 9500 EAST 1800 SOUTH
HUNTSVILLE, UT
JOB# 05-084

SURVEYOR'S CERTIFICATE
I, STEPHEN J. THORRELL, DO HEREBY DEPOSE THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 191017 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND REPRESENT THAT I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

DATE: 2-20-2011
SIGNED: [Signature]
OFFICIAL: [Stamp]
COUNTY: 10, UTAH

DATE	REVISION
7/2005	
DATE	
7/2005	
DATE	
7/2005	
DATE	
7/2005	
DATE	
7/2005	
DATE	
7/2005	

(AS-SURVEYED) DESCRIPTION

BEGINNING AT A POINT ON AN EXISTING FENCE CORNER, SAID POINT BEING LOCATED NORTH 87°57'37" WEST 100.00 FEET ALONG SECTION LINE 1.32 FEET AND SOUTH 8.2 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN; HAVING BEING ALONG AN EXISTING FENCE THE FOLLOWING 4 CALLS: SOUTH 07°57'27" WEST 79.00 FEET, SOUTH 07°57'18" EAST 151.67 FEET, SOUTH 02°45'44" WEST 208.22 FEET TO AN EXISTING FENCE; THENCE ALONG AN EXISTING FENCE THE FOLLOWING 3 CALLS: SOUTH 87°57'27" WEST 191.30 FEET, SOUTH 87°57'27" WEST 208.22 FEET TO AN EXISTING FENCE; THENCE ALONG AN EXISTING FENCE THE FOLLOWING 2 CALLS: NORTH 07°57'27" EAST 151.67 FEET, NORTH 87°57'27" EAST 208.22 FEET TO AN EXISTING FENCE; THENCE NORTH 07°57'27" EAST ALONG AN EXISTING FENCE 381.38 FEET TO SAID FENCE CORNER AND POINT OF BEGINNING.

CONTAINS: 228,350 SQ. FT. 5.06 ACRES

LEGEND

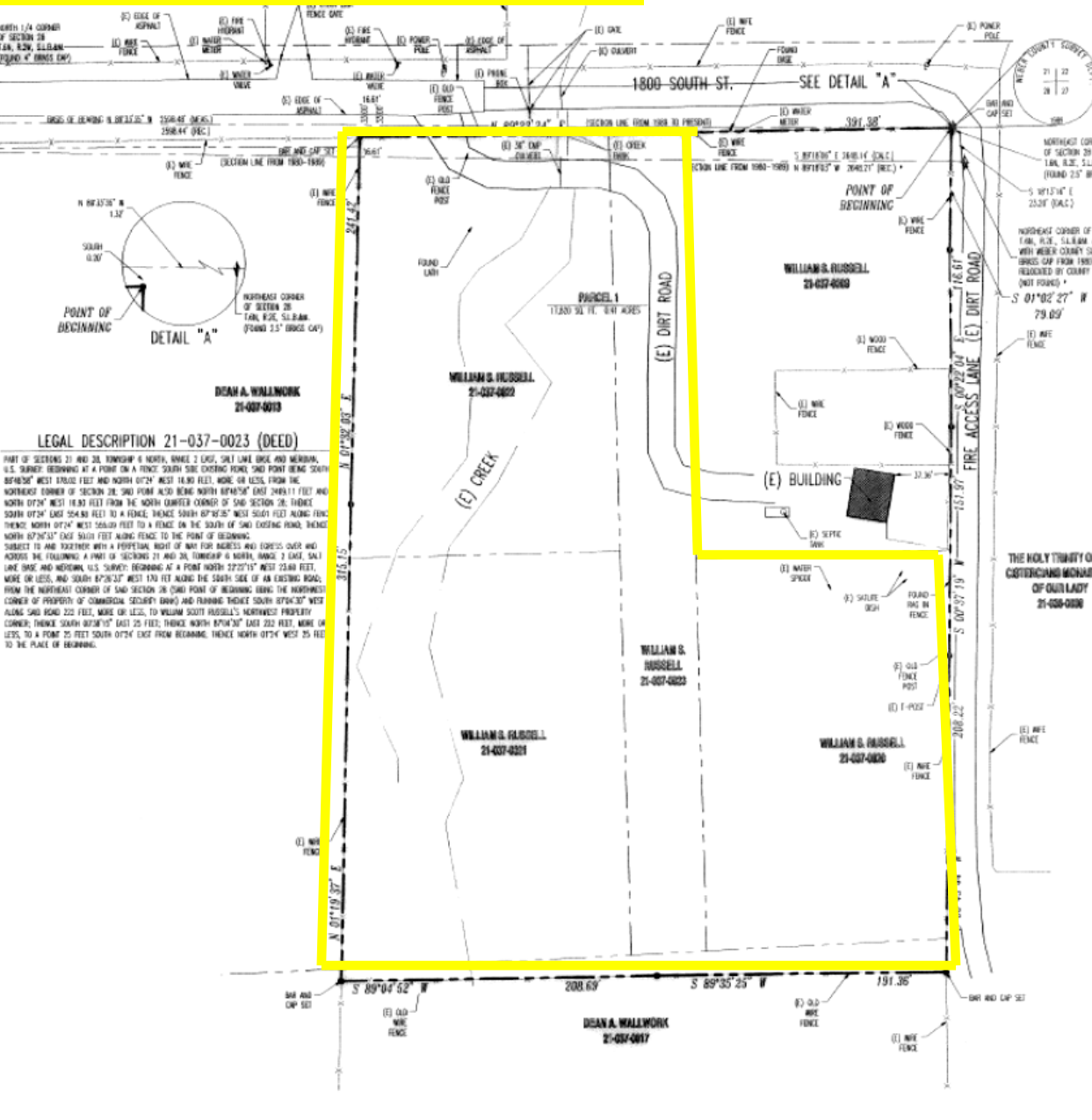
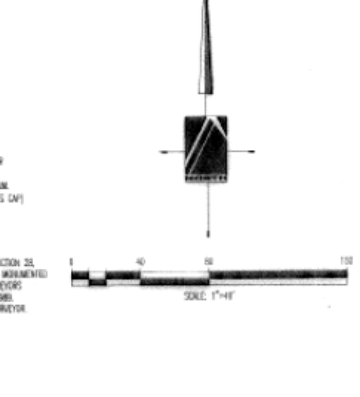
- BOUNDARY LINE
- ADJACENT PROP. LINE
- SECTION LINE
- EXISTING FENCE LINE
- EXISTING FENCE LINE
- CONTROL POINT
- SECTION CORNER
- EXISTING

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CREATE A NEW FENCE OUT OF THE THREE WESTERN PARCELS AND RECONSTRUCT THEM TO MAKE A 3.06 ACRE PARCEL, PRIOR TO SALE. THE GRANT OF RECORD FOR THIS SURVEY IS NORTH 87°57'37" WEST (S 87°57'37" E RECORD) BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN. CORNERS FOR THE PROPERTY NOT FOUND WERE SET WITH A 5/8" REBAR, TWO FEET IN LENGTH AND PLASTIC CAP, OR NAIL AND WASHER, STAMPED "PINNACLE".

THE QUALITY INFORMATION SHOWN ON THIS PLAN IS BASED ON AERIAL PHOTOGRAPHS AND SURVEY DATA OF THE SURVEYOR IN THE FIELD AS WELL AS INFORMATION PROVIDED TO THE SURVEYOR. NO FURTHER INVESTIGATIONS OF EXISTING UTILITIES WERE PERFORMED. THE SURVEYOR IS NOT RESPONSIBLE FOR THE REPRESENTATION OF OWNERSHIP OF SUCH INFORMATION ON THIS PLAN. CONTACT BLUE STAKES IF ANY DRIVING, EXCAVATION OR CONSTRUCTION IS INTENDED.

INFORMATION OBTAINED BY THE SURVEYOR FOR THE PERFORMANCE OF THIS SURVEY CONSISTED OF NEIGHBOR COUNTY LEGAL DESCRIPTIONS, OWNERSHIP PLANS AND BEARING SHEETS AND THE NEIGHBOR NEIGHBOR SURVEY, AND THE ADJACENT COUNTY SURVEYOR'S PLAN. NO OTHER DOCUMENTS OF RECORD OR NOT, WERE USED IN THE BOUNDARY DETERMINATION.



LEGAL DESCRIPTION 21-037-0021 (DEED)

PART OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT ON A FENCE CORNER, SAID POINT BEING LOCATED NORTH 87°57'37" WEST 100.00 FEET ALONG SECTION LINE 1.32 FEET AND SOUTH 8.2 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN; HAVING BEING ALONG AN EXISTING FENCE THE FOLLOWING 4 CALLS: SOUTH 07°57'27" WEST 79.00 FEET, SOUTH 07°57'18" EAST 151.67 FEET, SOUTH 02°45'44" WEST 208.22 FEET TO AN EXISTING FENCE; THENCE ALONG AN EXISTING FENCE THE FOLLOWING 3 CALLS: SOUTH 87°57'27" WEST 191.30 FEET, SOUTH 87°57'27" WEST 208.22 FEET TO AN EXISTING FENCE; THENCE ALONG AN EXISTING FENCE THE FOLLOWING 2 CALLS: NORTH 07°57'27" EAST 151.67 FEET, NORTH 87°57'27" EAST 208.22 FEET TO AN EXISTING FENCE; THENCE NORTH 07°57'27" EAST ALONG AN EXISTING FENCE 381.38 FEET TO SAID FENCE CORNER AND POINT OF BEGINNING.

CONTAINS: 1.0 ACRE

LEGAL DESCRIPTION 21-037-0020 (DEED)

PART OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT ON A FENCE CORNER, SAID POINT BEING LOCATED NORTH 87°57'37" WEST 100.00 FEET ALONG SECTION LINE 1.32 FEET AND SOUTH 8.2 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN; HAVING BEING ALONG AN EXISTING FENCE THE FOLLOWING 4 CALLS: SOUTH 07°57'27" WEST 79.00 FEET, SOUTH 07°57'18" EAST 151.67 FEET, SOUTH 02°45'44" WEST 208.22 FEET TO AN EXISTING FENCE; THENCE ALONG AN EXISTING FENCE THE FOLLOWING 3 CALLS: SOUTH 87°57'27" WEST 191.30 FEET, SOUTH 87°57'27" WEST 208.22 FEET TO AN EXISTING FENCE; THENCE ALONG AN EXISTING FENCE THE FOLLOWING 2 CALLS: NORTH 07°57'27" EAST 151.67 FEET, NORTH 87°57'27" EAST 208.22 FEET TO AN EXISTING FENCE; THENCE NORTH 07°57'27" EAST ALONG AN EXISTING FENCE 381.38 FEET TO SAID FENCE CORNER AND POINT OF BEGINNING.

CONTAINS: 1.1 ACRES

LEGAL DESCRIPTION 21-037-0022 (DEED)

PART OF SECTIONS 21 AND 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT ON A FENCE CORNER, SAID POINT BEING LOCATED NORTH 87°57'37" WEST 100.00 FEET ALONG SECTION LINE 1.32 FEET AND SOUTH 8.2 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN; HAVING BEING ALONG AN EXISTING FENCE THE FOLLOWING 4 CALLS: SOUTH 07°57'27" WEST 79.00 FEET, SOUTH 07°57'18" EAST 151.67 FEET, SOUTH 02°45'44" WEST 208.22 FEET TO AN EXISTING FENCE; THENCE ALONG AN EXISTING FENCE THE FOLLOWING 3 CALLS: SOUTH 87°57'27" WEST 191.30 FEET, SOUTH 87°57'27" WEST 208.22 FEET TO AN EXISTING FENCE; THENCE ALONG AN EXISTING FENCE THE FOLLOWING 2 CALLS: NORTH 07°57'27" EAST 151.67 FEET, NORTH 87°57'27" EAST 208.22 FEET TO AN EXISTING FENCE; THENCE NORTH 07°57'27" EAST ALONG AN EXISTING FENCE 381.38 FEET TO SAID FENCE CORNER AND POINT OF BEGINNING.

CONTAINS: 1.14 ACRES

LEGAL DESCRIPTION 21-037-0009 (DEED)

PART OF SECTIONS 21 AND 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT ON A FENCE CORNER, SAID POINT BEING LOCATED NORTH 87°57'37" WEST 100.00 FEET ALONG SECTION LINE 1.32 FEET AND SOUTH 8.2 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN; HAVING BEING ALONG AN EXISTING FENCE THE FOLLOWING 4 CALLS: SOUTH 07°57'27" WEST 79.00 FEET, SOUTH 07°57'18" EAST 151.67 FEET, SOUTH 02°45'44" WEST 208.22 FEET TO AN EXISTING FENCE; THENCE ALONG AN EXISTING FENCE THE FOLLOWING 3 CALLS: SOUTH 87°57'27" WEST 191.30 FEET, SOUTH 87°57'27" WEST 208.22 FEET TO AN EXISTING FENCE; THENCE ALONG AN EXISTING FENCE THE FOLLOWING 2 CALLS: NORTH 07°57'27" EAST 151.67 FEET, NORTH 87°57'27" EAST 208.22 FEET TO AN EXISTING FENCE; THENCE NORTH 07°57'27" EAST ALONG AN EXISTING FENCE 381.38 FEET TO SAID FENCE CORNER AND POINT OF BEGINNING.

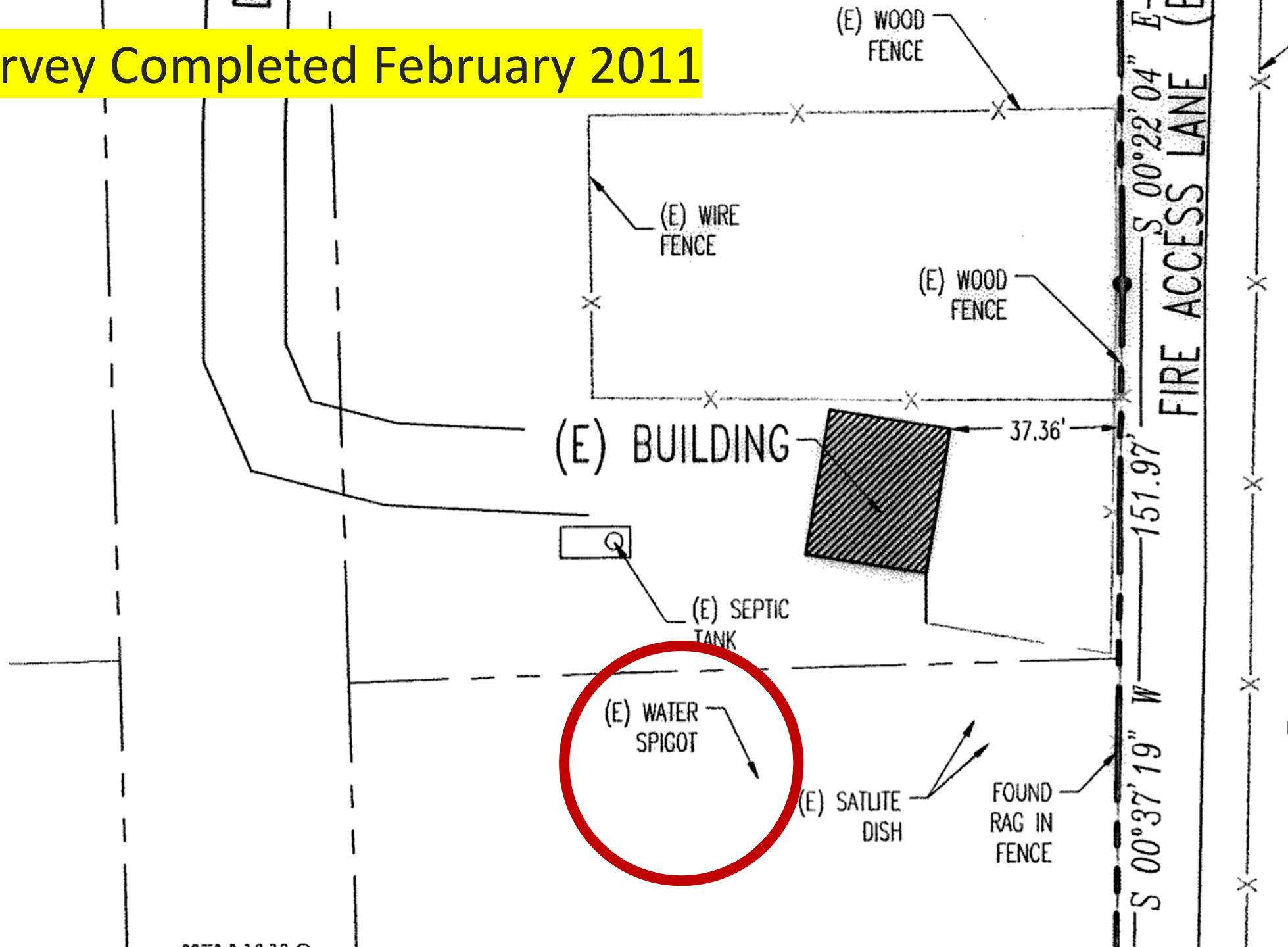
CONTAINS: 1.14 ACRES

LEGAL DESCRIPTION 21-037-0009 (DEED)

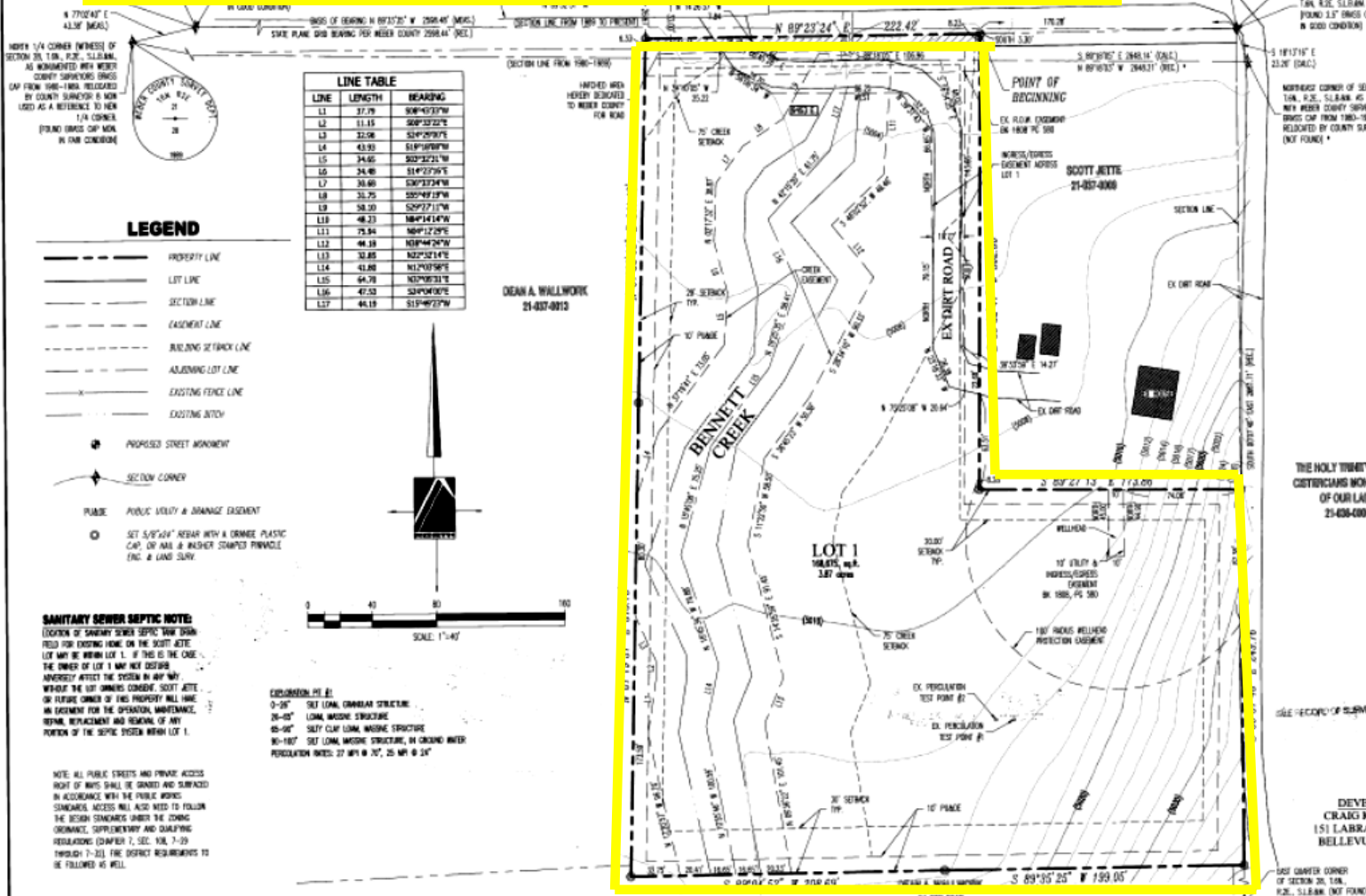
PART OF SECTIONS 21 AND 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT ON A FENCE CORNER, SAID POINT BEING LOCATED NORTH 87°57'37" WEST 100.00 FEET ALONG SECTION LINE 1.32 FEET AND SOUTH 8.2 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN; HAVING BEING ALONG AN EXISTING FENCE THE FOLLOWING 4 CALLS: SOUTH 07°57'27" WEST 79.00 FEET, SOUTH 07°57'18" EAST 151.67 FEET, SOUTH 02°45'44" WEST 208.22 FEET TO AN EXISTING FENCE; THENCE ALONG AN EXISTING FENCE THE FOLLOWING 3 CALLS: SOUTH 87°57'27" WEST 191.30 FEET, SOUTH 87°57'27" WEST 208.22 FEET TO AN EXISTING FENCE; THENCE ALONG AN EXISTING FENCE THE FOLLOWING 2 CALLS: NORTH 07°57'27" EAST 151.67 FEET, NORTH 87°57'27" EAST 208.22 FEET TO AN EXISTING FENCE; THENCE NORTH 07°57'27" EAST ALONG AN EXISTING FENCE 381.38 FEET TO SAID FENCE CORNER AND POINT OF BEGINNING.

CONTAINS: 1.14 ACRES

Survey Completed February 2011



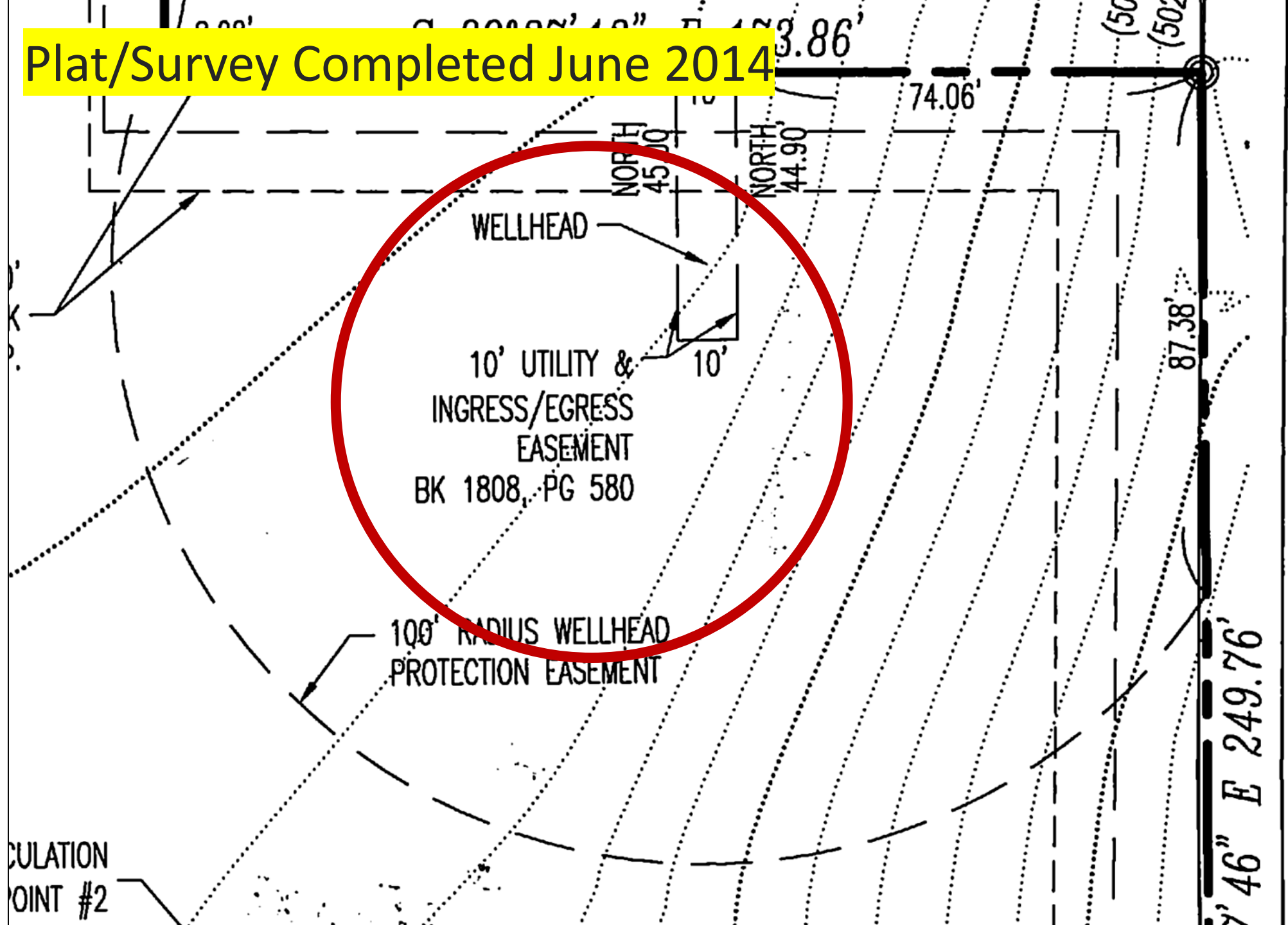
Plat/Survey Completed June 2014



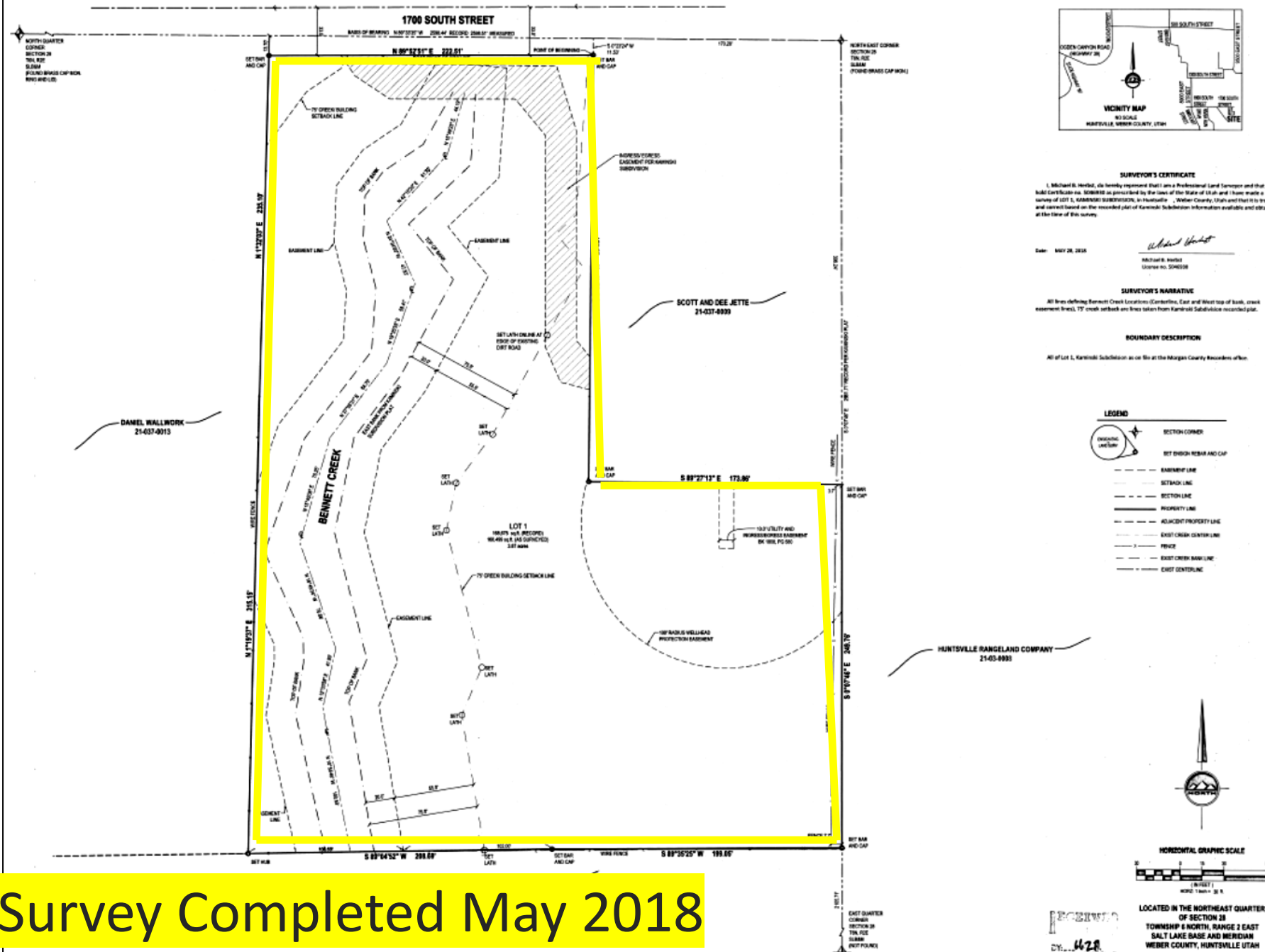
WEBER COUNTY ATTORNEY I HAVE EXAMINED THE PLAT, SUBDIVISION AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT AND IN MY OPINION THEY CONFORM WITH THE COUNTY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND EFFECT. SIGNED THIS <u>24</u> DAY OF <u>June</u> , 2014. SIGNATURE: _____	WEBER COUNTY SURVEYOR I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, CORNER DATA, AND FOR HARMONY WITH LINES AND ADJACENT PLATS. THE SURVEYOR'S OFFICE DOES NOT HOLD ITSELF RESPONSIBLE FOR THE ACCURACY OF THE DATA OR THE CORRECTNESS OF THE PLAT FROM THE RESPONSIBILITY OF THE SURVEYOR'S OFFICE. SIGNED THIS <u>24</u> DAY OF <u>June</u> , 2014. SIGNATURE: _____	WEBER COUNTY ENGINEER I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DIMENSIONS FOR THIS SUBDIVISION CONFORM WITH COUNTY STANDARDS AND THE AMOUNT OF THE FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS. SIGNED THIS <u>24</u> DAY OF <u>June</u> , 2014. SIGNATURE: _____	WEBER COUNTY PLANNING COMMISSION APPROVAL THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS ONLY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION ON THE <u>24</u> DAY OF <u>June</u> , 2014. SIGNATURE: _____	WEBER COUNTY COMMISSION ACCEPTANCE THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DESCRIPTION OF STREETS AND OTHER PUBLIC UTILITY AND FINANCIAL GUARANTEE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, THEREON ARE HEREBY APPROVED AND ACCEPTED BY THE COMMISSIONERS OF WEBER COUNTY, UTAH THIS <u>24</u> DAY OF <u>June</u> , 2014. ATTEST: CHAIRMAN, WEBER COUNTY COMMISSION	WEBER-MORGAN COUNTY HEALTH DEPARTMENT I HEREBY CERTIFY THAT THE SEWER, PERCOLATION HAZEL, AND SET CONDITIONS HAVE BEEN INVESTIGATED BY THIS OFFICE AND ARE APPROVED FOR ON-SITE WASTEWATER DISPOSAL SYSTEMS. SIGNED THIS <u>15</u> DAY OF <u>July</u> , 2014. SIGNATURE: _____ DIRECTOR, WEBER-MORGAN COUNTY HEALTH DEPARTMENT
--	--	---	---	--	---

SURVEYOR'S CERTIFICATE I, STEPHEN A. GADWALL, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah and that I have completed a survey of the property described on this Plat in accordance with sections 17-23-17 and have verified all measurements, and have placed monuments on the ground as shown on this Plat. I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as KAMINSKI SUBDIVISION in WEBER COUNTY, UTAH. I have been duly sworn in the designated county and in a true and correct representation of the herein described lands included in said subdivision, based upon data compiled from records in the WEBER COUNTY Recorder's office and that the same have been correctly surveyed and stated on the ground as shown on this plat. I further certify that all data used herein were true and correct representations of the actual conditions. SIGNED: STEPHEN A. GADWALL COUNTY: WEBER DATE: 6/24/2014
BOUNDARY DESCRIPTION BEGINNING AT A POINT LOCATED NORTH 87°32'31" WEST (BOS OF BEARING) ALONG SECTION LINE 17124.00 FEET AND SECTION 3.30 FEET FROM THE NORTHWEST CORNER OF SECTION 28, T4N, R2E, S34.8N, AS MONUMENTED WITH WEBER COUNTY SURVEYOR'S BRASS CAP FROM 1980-1988, RECORDED BY COUNTY SURVEYOR (NOT FOUND); THENCE SOUTH 89°07'27" WEST 302.40 FEET; THENCE SOUTH 89°07'27" EAST 17124.00 FEET TO SECTION LINE; THENCE ALONG SECTION LINE SOUTH 89°07'27" EAST 240.76 FEET TO THE EXTENSION OF AN EXISTING FENCE; THENCE TO AND ALONG SAID EXISTING FENCE THE FOLLOWING 2 CALLS: SOUTH 89°07'27" WEST 180.80 FEET, SOUTH 89°07'27" WEST 200.00 FEET TO AN EXISTING FENCE; THENCE ALONG AN EXISTING FENCE THE FOLLOWING 2 CALLS: NORTH 87°32'31" EAST 343.15 FEET, NORTH 87°32'31" EAST 284.42 FEET TO AN EXISTING FENCE; THENCE NORTH 87°32'31" EAST ALONG AN EXISTING FENCE 322.42 FEET TO THE POINT OF BEGINNING. CONTAINS: 171111 SQ. FT., 2.91 ACRES ± LOT
NARRATIVE THE PURPOSE OF THIS SURVEY IS TO REDETERMINE THE BOUNDARY OF THE HEREIN DESCRIBED PARCEL, PRIOR TO DEVELOPMENT. THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 87°32'31" WEST BETWEEN THE NORTH QUARTER CORNER AND THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. CORNERS FOR THIS PROPERTY NOT FOUND WERE SET WITH A 5/8" REBAR, TWO FEET IN LENGTH AND ORANGE PLASTIC CAP, OR NAIL AND BUCKLER, STAMPED "PINNACLE". THE UTILITY INFORMATION SHOWN ON THIS PLAT IS BASED ON AERIAL PHOTOGRAPHS AS OBTAINED BY THE SURVEYOR IN THE FIELD AS WELL AS INFORMATION PROVIDED TO THE SURVEYOR. NO FURTHER INVESTIGATIONS OF EXISTING UTILITIES WERE PERFORMED FOR THE REPRESENTATION OR OMISSION OF SUCH INFORMATION ON THIS PLAT. CONTACT BLUE LINES OF ANY EXISTING EXCAVATION OR CONSTRUCTION IS INTENDED. INFORMATION OBTAINED BY THE SURVEYOR FOR THE PERFORMANCE OF THIS SURVEY CONSIDERED OF AN OWNERSHIP OF PUBLIC, LOCAL, DISPOSITIONS, A DEEDING TRUST, AND THE SHEETS PROVIDED BY WEBER COUNTY RECORDERS OFFICE. NO OTHER DOCUMENTS OF RECORD OR NOT, WAS USED IN THE BOUNDARY DETERMINATION.
OWNER'S DEDICATION WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND DEDICATE THE SAME INTO PUBLIC HIGHWAY AND BAYE SAID TRACT GRADUALLY SUBDIVISION, DO HEREBY GRANT AND DEDICATE PORTION, RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESCRIBED HEREBY AS PUBLIC UTILITY, STORM WATER DRAINAGE, DRAINAGE, EASEMENTS AND CANAL, MAINTENANCE, EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES, WASTEWATER CANALS OR FOR THE FUTURE PRESENTATION OF WASTEWATER CANALS IN THEIR NATURAL STATE, WHATEVER IS APPROPRIATE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS, AND ALSO DEDICATE THE EASEMENT ALONG THE EXISTING DIRT ROAD TO SCOTT JETTE OR FUTURE OWNER OF THIS PROPERTY AND ALSO DEDICATE A PORTION OF THE PROPERTY FOR THE CONSTRUCTION, MAINTENANCE, AND REPAIR REPLACEMENT OF SAID WATER MAIN, AND DEDICATE A PORTION OF THE PROPERTY FOR THE REMOVAL OF ANY PORTION OF THE SEPTIC SYSTEM FOR THE SCOTT JETTE PROPERTY THAT MAY BE FOUND ON LOT 1, AND ALSO DEDICATE THAT PORTION OF THE PROPERTY WITHIN THE 1700 SOUTH ROAD TO WEBER COUNTY.
SIGNED THIS <u>24</u> DAY OF <u>June</u> , 2014 SIGNED THIS <u>24</u> DAY OF <u>June</u> , 2014 CRAG & JESSIE FAMILY TRUST - CRAG & JESSIE HEIDI HANCOCK
ACKNOWLEDGMENT STATE OF UTAH) County of Weber) On the <u>24</u> day of <u>June</u> , 2014, personally appeared before me, the undersigned Notary Public, in and for said County of Weber in said State of Utah, the signers (he) of the above Subdivision Plat, who, in my presence, who duly acknowledged to me that said Subdivision Plat, Emancipated a truly and lawfully and for the same and purposes therein intended. my commission expires <u>06/30/2016</u> Notary Public: _____ Melinda Harmon
KAMINSKI SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH JUNE 2014 PINNACLE Engineering & Land Surveying, Inc. 2720 North 300 West, Suite 9100 Layton, UT 84041 Phone: (801) 773-1950 Fax: (801) 773-1925
WEBER COUNTY RECORDER I HEREBY CERTIFY THAT THIS PLAT HAS BEEN FILED FOR RECORD AND RECORDED THIS <u>24</u> DAY OF <u>June</u> , 2014. THE OFFICIAL RECORDS PAGE <u>201</u> . SIGNED THIS <u>24</u> DAY OF <u>June</u> , 2014. SIGNATURE: _____ Enot D Rowley COUNTY RECORDER SIGNATURE: _____ Laura Kenley COUNTY RECORDER

Plat/Survey Completed June 2014



Plat/Survey Completed May 2018



SURVEYOR'S CERTIFICATE
I, Michael B. Herbst, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 504850 as provided by the laws of the State of Utah and I have made a survey of LOT 1, KANABOLI SUBDIVISION, in Huntsville, Weber County, Utah and that it is true and correct based on the recorded plat of Kanaboli Subdivision information available and obtained at the time of this survey.

Date: MAY 28, 2018

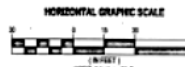
Michael B. Herbst
Michael B. Herbst
License No. 504850

SURVEYOR'S NARRATIVE
All lines defining Bennett Creek locations (Centerline, East and West top of bank, creek easement lines), 75' creek setback are lines taken from Kanaboli Subdivision recorded plat.


BOUNDARY DESCRIPTION
All of Lot 1, Kanaboli Subdivision as on file at the Morgan County Records office.

LEGEND

- SECTION CORNER
- SET ENGIN REBAR AND CAP
- EASEMENT LINE
- SETBACK LINE
- SECTION LINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EAST CREEK CENTER LINE
- EAST CREEK BANK LINE
- 100' UTILITY AND IMPROVED EASEMENT 100' WIDE PG 50'
- 100' RADIUS VELLAS PROTECTION EASEMENT
- EXIST CENTERLINE



LOCATED IN THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 6 NORTH, RANGE 2 EAST SALT LAKE BASIN AND MERIDIAN WEBER COUNTY, HUNTSVILLE UTAH



ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
1485 W. 1810th Rd., Ste. 204
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0029

TOOELE
Phone: 435.843.2090

CEDAR CITY
Phone: 435.885.1453

RICHFIELD
Phone: 435.886.2863

WWW.ENSIGNENGINE.COM


FOR LINE VARIATIONS

COUNTY: MORGAN
PROJECT:

LUKE WATKINS SURVEY - HUNTSVILLE

945 EAST 1700 SOUTH STREET

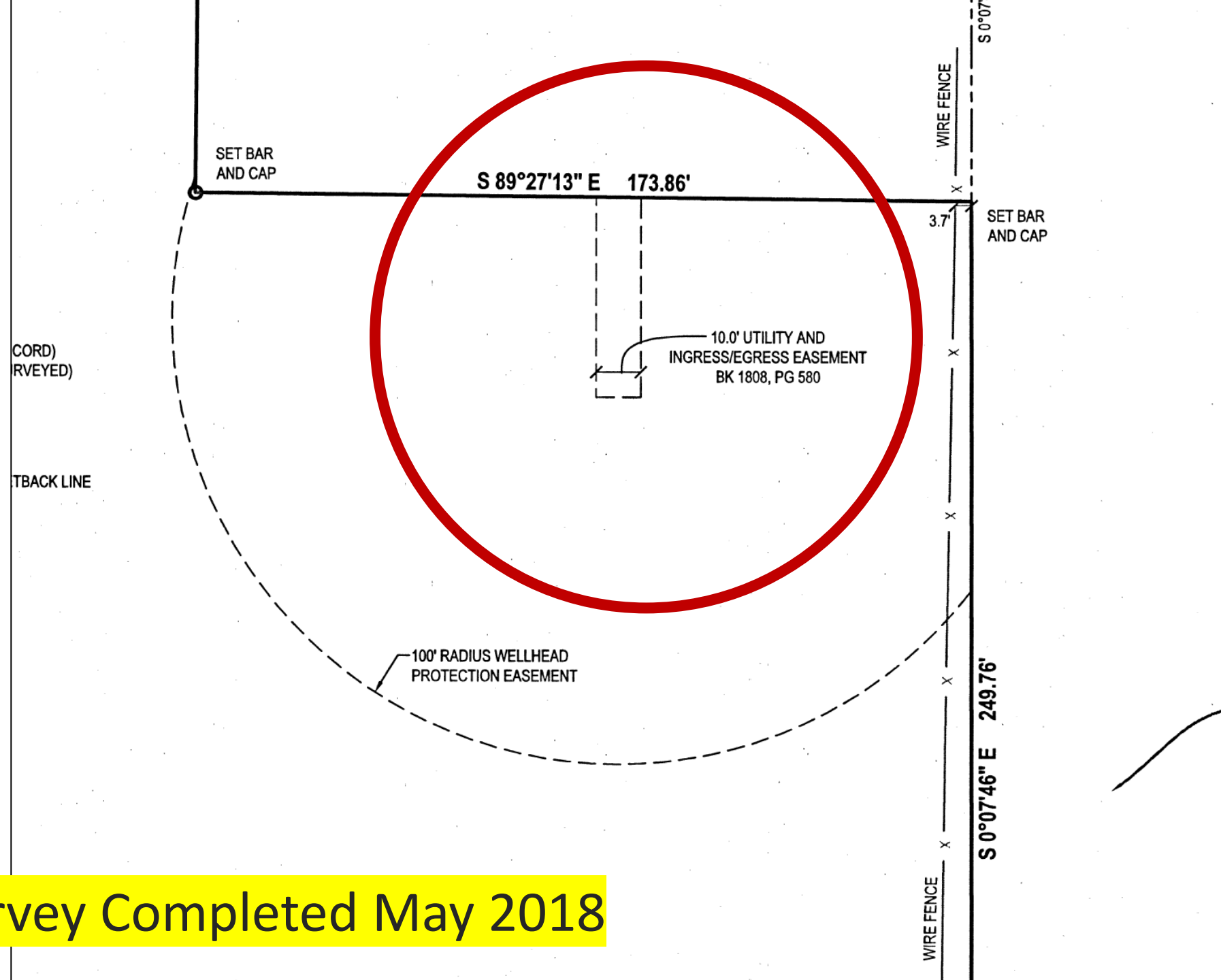
HUNTSVILLE, UTAH



PROPERTY MAP

PROJECT NUMBER: 639
DATE: 5/18
DRAWN BY: J. ARNOLD
CHECKED BY: M. HERBST

1 of 1



Plat/Survey Completed May 2018



#1



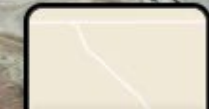
#2



#1

#2

y Solid
gement



Water Right Insurance

Brad Dobson

Water Right Manager, Title & Escrow Officer

First American Title Insurance Company

215 South State Street, Suite 280, Salt Lake City, UT 84111, or

5929 Fashion Pointe Drive, Suite 120, Ogden, UT 84403

Office 385-405-7146

Mobile: 801-598-2459

Email: bdobson@firstam.com

A close-up photograph of a vintage typewriter. The top half of the image shows the carriage assembly, featuring a long, cylindrical metal rod with two dark, cylindrical caps at each end. Below the carriage, the typebars are visible, which are metal strips that strike the paper to form characters. The paper is a light brown, textured material. The text "Once upon a time..." is printed in a dark, serif font. The bottom of the image shows the dark, textured fabric of the typewriter's body.

Once upon a time...

BACK ←
BEFORE
THE **SALE**



Purchase/Lease option to purchase property on [REDACTED] Erda, UT 84074

Proposed begin of agreement: 10/01/2017

Proposed end of agreement: 9/31/2018

Option money: [REDACTED], hereinafter referred to as the potential buyers have paid [REDACTED], hereinafter referred to as the seller, a sum of \$3000 as an earnest money lease option fee to be applied to the purchase price for the property. This gives the potential buyers the option to purchase the property before or on the expiration date of this contract. An additional \$17,000 will be paid as a down payment.

The total money paid for this lease option is 6 2/3 % of the contracted purchase price.

Purchase price: The purchase price of the property is set at \$300,000.

Purchase price: The purchase price of the property is set at \$300,000.

month. This agreement shall commence on October 01, 2017 and continue to September 30, 2018 or until purchase of property is completed. If purchase option, for whatever reason becomes invalidated or defaulted, agreement will shift to a leasehold. If Resident should move from the premises prior to the expiration of this lease time period, they shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying Resident and/or expiration of said time period, whichever is shorter.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows: Fire Ridge Properties, LLC. [REDACTED] payments are to be made by check or money order.

3. **SECURITY DEPOSITS:** DOES NOT APPLY [REDACTED]

4. **LATE CHARGE:** A late fee of \$50 and \$2 per additional day shall be added and due for any payment of rent made after the 5th of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$25.

5. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises.

Maintenance: The potential buyers are responsible for maintaining the property in the same condition it was received in. The seller is responsible for taxes and real property insurance during the term of the lease. The potential buyers are responsible to purchase insurance to cover losses to personal property and provide liability coverage if someone is injured while in the home or on the

erty.
maintaining the property function and appearance is the responsibility of the potential buyers. For example: mowing the lawn, raking the leaves, cleaning out the gutters, winterizing the water systems, building maintenance, septic system care, and water lines. This list is some examples but not all inclusive, there may be further normal and expedient care required. Snow removal is also the responsibility of the potential buyer.

Potential Paragraph from Lease/Rental Agreement:

14. **PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleaned of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

SEPTIC As of the date of this Agreement, the Owners warrant that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as paper diapers, diaper wipes, sanitary napkins, tampons (wrap and place in garbage receptacle), children's toys, wads of toilet paper, and balls of hair; grease, oil, food scraps, clothing, rags, sand, dirt, rocks, cat litter, q-tips, dental floss, unwanted fats, oils (including cooking), grease, chemicals, dead pets, coffee grounds, drugs, condoms, paper towels, or newspapers. Tenant understands that "flushable" wipes are NOT flushable and will cause drain stoppage.

The above mentioned products are known to create drain blockages and the owner will not be held responsible for drain cleaning if any blockage is found to contain these or other components that are not compatible with the drain system. Drainage clogs are the responsibility of the lessee and under no circumstances will the landlord incur charges for plumbing services requested or required as a result of abuse, mistreatment, or negligent practices resulting in the loss of function of any of the water based utilities.

Tenant does understand they will be responsible for the cost of the drain cleaning. Tenant agrees to pay for clearing the drains of any and all stoppages except those, which the plumber who is called to clear the stoppage will attest in writing, were caused by defective plumbing, tree roots, or acts of God. Tenant agrees not to use flung deodorant bars in the tank of the water, and understands that the Owner will not work on any plumbing problem if the bars are in the tank.

December 2019

RECEIPT OF AGREEMENT: The undersigned Potential Buyers have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

equipment (including related supplies and such). Seller maintains the right to store such equipment on site until such time as purchase of property is finalized. Seller will relocate large storage trailers, if necessary, to different location on property. Equipment inside main plant building needs to remain inside. However, Seller acknowledges Buyers request for space needed for office and some food production. Therefore office/lab will be vacated and production space cleaned for buyer's production. Seller will maintain right to access plant area (none residential) of the property at reasonable times of the day in order to accomplish sale of equipment.

Purchasing the property: If the potential buyers decide not to purchase the property (or are unable to secure financing) at the end of the lease term, the option expires. The potential buyers forfeit any money paid until that point, including the option money and any rent credit earned. During the term of the lease, _____ % of the rent and 100% the option money is to be deducted from the purchase price. The transaction is completed at the closing, and the buyer becomes the property owner.

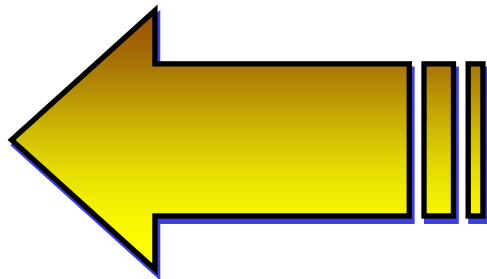
Conditions during the lease are as follows:

Rent is due in advance by the 1st day of each month. With a 5 day grace period. If the payment is past the grace period, the seller has the right to cancel the lease-option with a 30 day written notice to the potential buyers. Upon cancellation of the lease-option, all funds applied for option money and lease payments are forfeited to the seller.

Purchase the property located at 41 & 43 W. Church Rd., Erda, UT 84074 is in an "as is" condition.

1. Seller agrees to a \$250 cleaning/repair allowance to be paid to lease holder at time of lease closing.
2. Septic system to be emptied and serviced prior to lease.
3. These items are to be included in purchase: office and lab furniture, high capacity commercial air compressor, a milking parlor style stainless steel sanitizing wash sink, 300 gallon bulk tank and cooling system for raw milk, well pump and waste-water pump, waste water holding tank, portable fencing, exterior and interior hoses, and all property irrigation equipment.

Upon agreement with this lease-option, the potential buyers may submit written plans for modifications to the property to set up living areas for the livestock and milking facilities as needed. If owner does not give a written response involving changes, clarification, or permission, within 48 hours, potential buyers may consider owner in agreement with such written proposal (limited to written presentation).



**January
2000**

First American Title Insurance Company

MAIL TAX NOTICE TO

Mathew R. Arbshay

P.O. Box 399

Tooele, Utah 84074

43108MJ

E 143209 B 0608 P 0112
Date 27-JAN-2000 3:53pm
Fee: 12.00 Check
CALLEEN B. PESHELL, Recorder
Filed By RGL
For FIRST AMERICAN TITLE INS CO
TOOELE COUNTY CORPORATION

Warranty Deed

ROCKY H. RUSSELL, Grantor(s)

of Fountain Green, , State of UTAH, hereby CONVEY and WARRANT to

MATHEW R. ARBSHAY, Grantee(s)

of Tooele, Utah for the sum of Ten Dollars and other good and valuable consideration the following described tract(s) of land in Tooele County, State of UTAH:

Northeast corner of the Janice Russell property, 2269.3 feet East and 1287 feet North of the Southwest corner of Section 28, Township 2 South, Range 4 West, Salt Lake Base and Meridian; and running thence East along the South line of said road 278.52 feet to the Northwest corner of the Geneva Russell property; thence South 442.96 feet; thence West 278.52 feet; thence North 442.96 feet to the point of beginning.

Now known by Survey Legal prepared by James M. Bagwell, Registered Land Surveyor, Certificate No. 358275, dated January 5, 2000 and more particular described as follows:

Commencing at a rebar marking the Southwest corner of Section 28, Township 2 South, Range 4 West, Salt Lake Base and Meridian, from which a Tooele County witness monument bears South 89°36'00" West 458.24 feet, and a Tooele County monument marking the South Quarter corner of said section bears North 89°39'21" East 2643.56 feet; thence North 00°11'15" West along the West line of said section 1271.80 feet to a point from which a Tooele County monument marking the Northwest corner bears North 00°11'15" West 4027.59 feet; thence North 89°27'00" East for 2223.81 feet to the point of beginning; thence continuing North 89°27'00" East 278.52 feet; thence South 00°19'00" East for 442.96 feet; thence South 89°27'00" West for 278.52 feet; thence North 00°19'00" West for 442.96 feet to the point of beginning.

Together with WATER RIGHT NO. 15-1134

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2000 and thereafter.

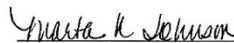
WITNESS, the hand(s) of said Grantor(s), this 25th of January, A.D., 2000.

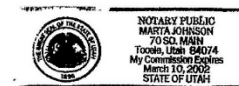
Signed in the Presence of:


Rocky H. Russell

STATE OF UTAH)
SS.)
COUNTY OF TOOELE)

On the 25th day of January, 2000, personally appeared before me Rocky H. Russell the signer(s) of the within and foregoing instrument, who having been by me duly sworn, acknowledged that he executed the same.


Marta K. Johnson
Notary Public



Commission Expires: 3/10/02

43108 MJ

05-044-0-0032

MAIL TAX NOTICE TO
Mathew R. Arbsay
P.O. Box 399
Tooele, Utah 84074
43108MJ

E 143209
Date 27 JAN 200
Fee 12.00
CALLEN B. PESH
Filed By RGL
For FIRST AMER
TOOELE COUNTY

Warranty Deed

ROCKY H. RUSSELL, Grantor(s)

of Fountain Green, , State of UTAH, hereby CONVEY and WARRANT to

MATHEW R. ARBSHAY, Grantee(s)

of Tooele, Utah for the sum of Ten Dollars and other good and valuable consideration the f
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the point of beginning; thence continuing North 89°27'00" East 278.52 feet; thence South 00°19'00"
thence South 89°27'00" West for 278.52 feet; thence North 00°19'00" West for 442.96 feet to the poin

Together with WATER RIGHT NO. 15-1134

Subject to easements, restrictions and rights of way appearing of record or enforceable in l
and equity and general property taxes for the year 2000 and thereafter.

WITNESS, the hand(s) of said Grantor(s), this 25th of January , A.D.,2000.

Signed in the Presence of:

Rocky H. Russell
Rocky H. Russell

STATE OF UTAH)
SS.)
COUNTY OF TOOELE)

On the 25th day of January, 2000, personally appeared before me Rocky H. Russe
within and foregoing instrument, who having been by me duly sworn, acknowledged that he

Maata K. Johnson
Notary Public



Commission Expires: 3/10/02

ROCKY H. RUSSELL, Grantor(s)

of Fountain Green, , State of UTAH, hereby CONVEY and WARRANT to

MATHEW R. ARBSHAY, Grantee(s)

of Tooele, Utah for the sum of Ten Dollars and other good and valuable consideration the following described tract(s) of land in Tooele County, State of UTAH:

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thence South 89°27'00" West for 278.52 feet; thence North 00°19'00" West for 442.96 feet to the point of beginning.

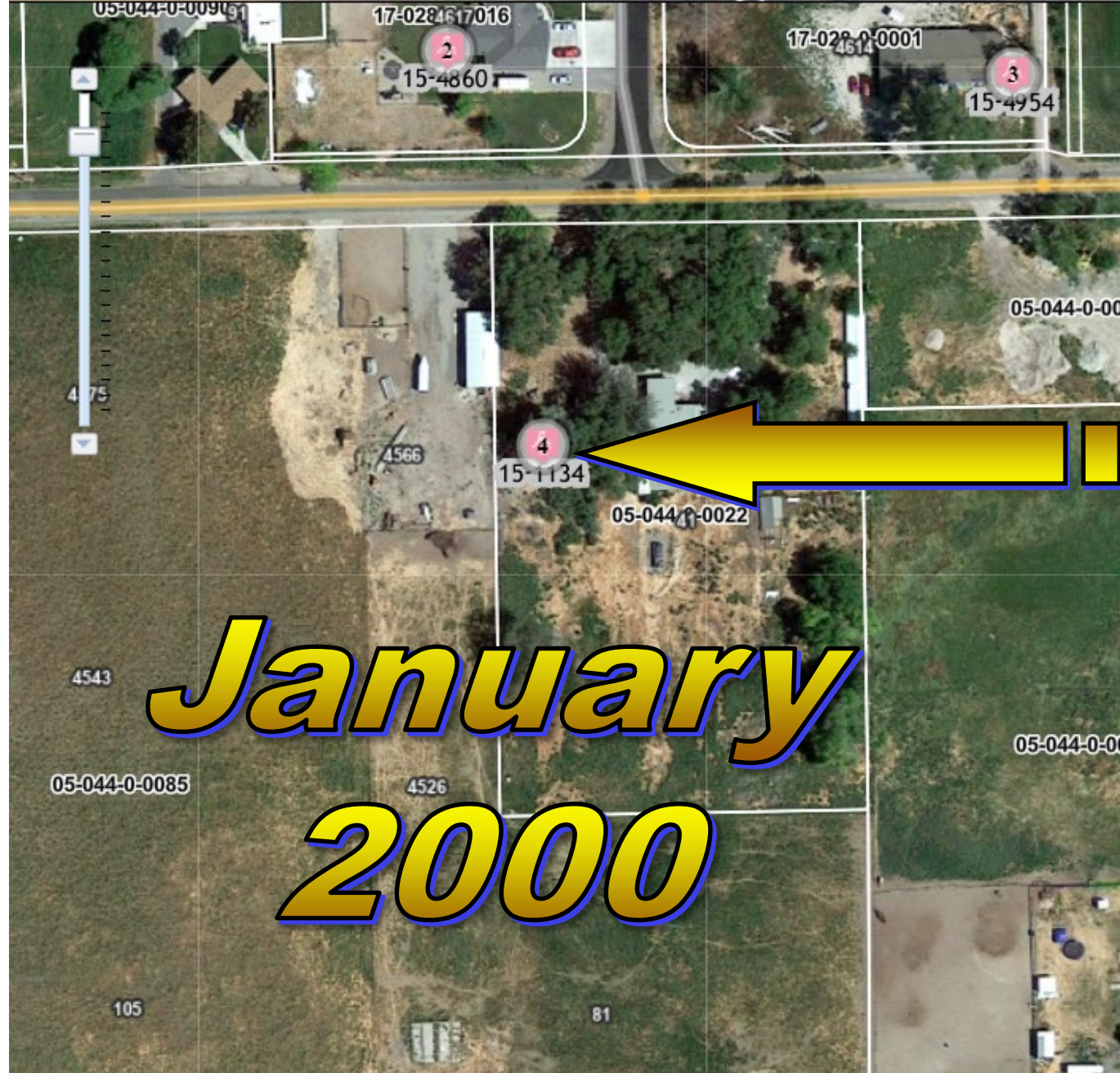
Together with WATER RIGHT NO. 15-1134

Subject to easements, restrictions and rights of way appearing of record or enforceable in law
and equity and general property taxes for the year 2000 and thereafter.

WITNESS, the hand(s) of said Grantor(s), this 25th of January , A.D.,2000.

43108 MJ

Utah Division of Water Rights



Multiple (4) Records

15-1134

15-4932

15-5052

15-5086

[Zoom to](#)

Permitted uses for WR 15-1134

Approved Water Uses
in Utah - A single water
right can have multiple
declared uses

MID-POXS

- **M:** Municipal
- **I:** Irrigation
- **D:** Domestic
- **P:** Power
- **O:** Other
- **X:** Mining
- **S:** Stockwatering



Water Uses

[View Map](#)

[View Use Data](#)

Water Use Group Number: [7999](#)

Water Rights Appurtenant to the following use(s): 15-1134(UGWC),

Domestic-Beneficial Use Amount: 2 EDUs

Group Total: 2

Prd of Use: 01/01-12/31

Place of Use	North West Quarter				North East Quarter				South West Quarter				South East Quarter				Section Totals
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	
Sec 28 T 2S R 4W SLBM												1					1

Group Acreage Total:

Water Use Group Number: [626175](#)

Water Rights Appurtenant to the following use(s): 15-1134(UGWC), [15-4932\(UGWC\)](#),

Stock Water-Beneficial Use Amount: 0 ELUs

Group Total: 189

Prd of Use: 01/01-12/31

Place of Use	North West Quarter				North East Quarter				South West Quarter				South East Quarter				Section Totals
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	
Sec 28 T 2S R 4W SLBM												1					1

Group Acreage Total:

12 
years **Later**

June
2012



After Recording Mail To:
Utah Mortgage Center
PO Box 1387
Bountiful, UT 84011

Ent: 370487 - Pg 1 of 2
Date: 6/4/2012 4:01:00 PM
Fee: \$12.00
Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: Western Mortgage Services

Notice of Default and Election to Sell

Notice is hereby given by Edwin B. Parry, Attorney at Law, as Trustee, P. O. Box 816 Bountiful, UT 84011, that a default has occurred under that certain Trust Deed dated July 27, 2004, executed by Mathew R. Arshay, the Trustor, in favor of Utah Mortgage Center, Inc., as Beneficiary, in which Edwin B. Parry, attorney-at-law was named Trustee, the Trust Deed having been recorded in the office of the County Recorder of Tooele County State of Utah, on August 2, 2004, as Entry No. 226978, in Book 0961, Page(s) 0435 Official Records, all relating to and describing the real property situated in the County of Tooele, State of Utah, particularly described as follows:

Exhibit A

Commencing at a rebar marking the Southwest corner of Section 28, Township 2 South, Range 4 West, Salt Lake Base and Meridian, from which a Tooele County witness monument bears South 89°36'00" West 458.24 feet, and a Tooele County monument marking the South Quarter corner of said section bears North 89°39'21" East 2643.56 feet; thence North 00°11'15" West along the West line of said Section 1271.80 feet to a point from which a Tooele County monument marking the Northwest corner bears North 00°11'15" West 4027.59 feet; thence North 89°27'00" East for 2223.81 feet to the point of beginning; thence continuing North 89°27'00" East 278.52 feet; thence South 00°19'00" East for 442.96 feet; thence South 89°27'00" West for 278.52 feet; thence North 00°19'00" West for 442.96 feet to the point of beginning. (05-044-0-0022)

Said Trust Deed secures certain obligations under a Note secured by a Deed of Trust, of even date, in the original principal amount of **\$200,000.00**, interest at the rate of **13% per annum**. The present holder of the beneficial interest under the Deed of Trust and the obligations secured thereby (or the attorney in fact/agent of the present holder) is [REDACTED]

[REDACTED]. The promissory note obligation is in default. This note is due for **December 2011 – February 2012**, in the amount of **\$2,212.40** per month together with any late fees and charges, unpaid taxes, insurance and other obligations under the Promissory note and Trust Deed and any **arrears on prior liens, mortgages and trust deed loans**. Under the provisions of the Promissory Note and Trust Deed, the principal balance of **\$200,000.00** is accelerated and now due, together with the accruing interest, late charges, costs and Trustee's and Attorney's fees.

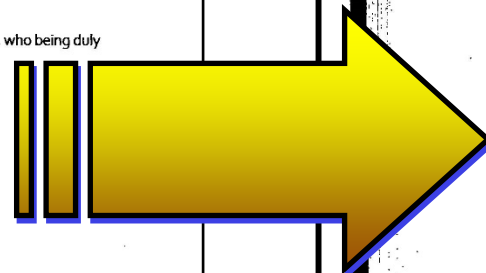
That by reason of such default, the present beneficiary under said Trust Deed has delivered to said Trustee a written notice of default and election for sale, and has deposited with said Trustee such Trust Deed and all documents evidencing the obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby. The default is subject to reinstatement in accordance with the Statutes of the State of Utah.

County of Tooele
} ss.

On this 4th day of June, 2012 personally appeared before me Edwin B. Parry, Attorney at Law, of Salt Lake County, Trustee, who being duly sworn did acknowledge before me that he is the Successor Trustee and the signer of the foregoing Notice of Default.
My Commission Expires:
Seal:



Notary Public



June 2012

After recording, mail to:
Western Mortgage Services Corporation
P.O. Box 1387
Bountiful, Utah 84011

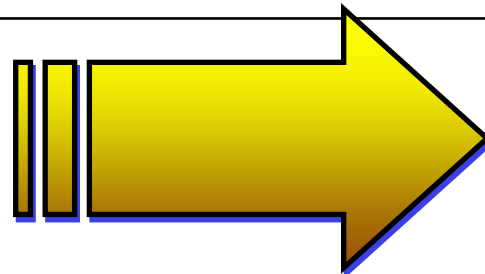
Ent: 376102 - Pg 1 of 3
Date: 10/19/2012 10:14:00 AM
Fee: \$14.00
Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: Western Mortgage Services

TRUSTEE'S DEED

This Indenture made October 17, 2012, between Edwin B. Parry, Attorney at Law, as Trustee and Grantor, of P.O. Box 816, Bountiful, Utah 84011, and Western Mortgage Services Corporation of P.O. Box 1387, Bountiful, Utah 84011, as Grantee.

In consideration of Ten Dollars and other valuable consideration received, the Trustee and Grantor hereunder hereby conveys, without warranty, express or implied, to Grantee the following described real property situated in Utah County, Utah:

Legal Description: See Attached Exhibit



October 2012

Security Title Insurance Agency Of Utah, Inc. 105062

MAIL TAX NOTICE TO:
FIRE RIDGE PROPERTIES LLC
4967 Heidi Way
Erda, UT 84074

Ent: 406937 - Pg 1 of 2
Date: 12/10/2014 3:30:00 PM
Fee: \$12.00
Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: Security Title Insurance Agency of Utah (Tooele)

Warranty Deed

STEVE GOORMAN, Trustee of the STEVE GOORMAN REVOCABLE TRUST, dated May 11, 2004,
JOHN ZARO, AND RICORE SERVICES, LLC

of West Jordan, County of Salt Lake, State of UTAH, hereby CONVEY and WARRANT to

FIRE RIDGE PROPERTIES LLC, a Utah limited liability company

AND OTHER GOOD AND
VALUABLE CONSIDERATION (\$10.00) the following described tract(s) of land in Tooele, State of UTAH:

Commencing at a rebar marking the Southwest corner of Section 28, Township 2 South, Range 4 West, Salt Lake Base and Meridian, from which a Tooele County witness monument bears South 89°36'00" West 458.24 feet, and a Tooele County monument marking the South Quarter corner of said section bears North 89°39'21" East 2643.56 feet; thence North 00°11'15" West along the West line of said Section 1271.80 feet to a point from which a Tooele County monument marking the Northwest corner bears North 00°11'15" West 4027.59 feet; thence North 89°27'00" East for 2223.81 feet to the point of beginning; thence continuing North 89°27'00" East 278.52 feet; thence South 00°19'00" East for 442.96 feet; thence South 89°27'00" West for 278.52 feet; thence North 00°19'00" West for 442.96 feet to the point of beginning. (Tax Parcel No. 05-044-0-0022)

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2014 and thereafter.

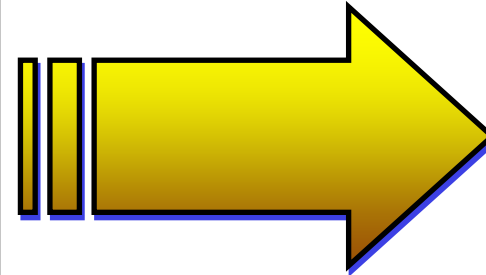
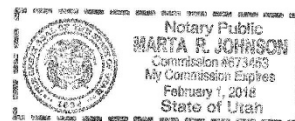
WITNESS, the hand(s) of said Grantor(s), this 1st of NOVEMBER, 2014
Signed in the Presence of:


STEVE GOORMAN REVOCABLE TRUST
STEVE GOORMAN, Trustee


JOHN ZARO By STEVE GOORMAN, AIF


RICORE SERVICES, LLC
RICHARD A HADLOCK, Managing Member

STATE OF Utah)
County of Tooele) SS.



**December
2014**

Deed from Russell
to Arbshay
(January 2000)

Notice of Default
Arbshay
(June 2012)

Trustee's Deed

October 2012

Deed to
Fire Ridge
Properties
December 2014

BACK 
BEFORE THE **Trustee's Sale**



Deed from Russell
to Arbshay
(January 2000)

Deed Transfer for
Water
(January 2010)

Notice of Default
Arbshay
(June 2012)

Trustee's Deed

October 2012

Deed to
Fire Ridge
Properties

December 2014

Warranty Deed

MATHEW R. ARBSHAY

of TOOELE , County of TOOELE, State of UTAH, hereby CONVEY and WARRANT to

MARK L. DICKSON

of ST. GEORGE, UT 84074 Grantee for the sum of TEN DOLLARS AND OTHER GOOD AND VAULUABLE CONSIDERATION (\$10.00) the following described tract(s) of land in Tooele, State of UTAH:

3.492 ACRE FEET of Water Right No. 15-4932
Application/Claim No.: U16426

4.148 ACRE FEET of Water Right No. 15-1134
Application/Claim No.: U16426

Total of 7.64 Acre Feet of Water

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2008 and thereafter.

WITNESS, the hand(s) of said Grantor(s), this

17TH of NOVEMBER, 2008

Ent 558508 Page 1 of 2
Date: 07-JAN-2010 11:52AM
Fee: 12.00 EP
Filed By: MC
CALLEEN B PESHALL, Recorder
TOOELE COUNTY CORPORATION

*January
2010*

BACK 
to
Our **SALE**

December
2019



Purchase/Lease option to purchase property on [REDACTED] Erda, UT 84074

Proposed begin of agreement: 10/01/2017

Proposed end of agreement: 9/31/2018

Option money: [REDACTED], hereinafter referred to as the potential buyers have paid [REDACTED], hereinafter referred to as the seller, a sum of \$3000 as an earnest money lease option fee to be applied to the purchase price for the property. This gives the potential buyers the option to purchase the property before or on the expiration date of this contract. An additional \$17,000 will be paid as a down payment.

The total money paid for this lease option is 6 2/3 % of the contracted purchase price.

Purchase price: The purchase price of the property is set at \$300,000.

Purchase price: The purchase price of the property is set at \$300,000.

month. This agreement shall commence on October 01, 2017 and continue to September 30, 2018 or until purchase of property is completed. If purchase option, for whatever reason becomes invalidated or defaulted, agreement will shift to a leasehold. If Resident should move from the premises prior to the expiration of this lease time period, they shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying Resident and/or expiration of said time period, whichever is shorter.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows: Fire Ridge Properties, LLC. [REDACTED] payments are to be made by check or money order.

3. **SECURITY DEPOSITS:** DOES NOT APPLY [REDACTED]

4. **LATE CHARGE:** A late fee of \$50 and \$2 per additional day shall be added and due for any payment of rent made after the 5th of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$25.

5. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises.

Maintenance: The potential buyers are responsible for maintaining the property in the same condition it was received in. The seller is responsible for taxes and real property insurance during the term of the lease. The potential buyers are responsible to purchase insurance to cover losses to personal property and provide liability coverage if someone is injured while in the home or on the

erty.
maintaining the property function and appearance is the responsibility of the potential buyers. For example: mowing the lawn, raking the leaves, cleaning out the gutters, winterizing the water systems, building maintenance, septic system care, and water lines. This list is some examples but not all inclusive, there may be further normal and expedient care required. Show removal is also the responsibility of the potential buyer.

Potential Paragraph from Lease/Rental Agreement:

14. **PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleaned of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

SEPTIC As of the date of this Agreement, the Owners warrant that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as paper diapers, diaper wipes, sanitary napkins, tampons (wasp and place in garbage receptacle), children's toys, wads of toilet paper, and balls of hair; grease, oil, food scraps, clothing, rags, sand, dirt, rocks, cat litter, q-tips, dental floss, unwanted fats, oils (including cooking), grease, chemicals, dead pets, coffee grounds, drugs, condoms, paper towels, or newspapers. Tenant understands that "flushable" wipes are NOT flushable and will cause drain stoppage.

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December 2019

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equipment (including related supplies and such). Seller maintains the right to store such equipment on site until such time as purchase of property is finalized. Seller will relocate large storage trailers, if necessary, to different location on property. Equipment inside main plant building needs to remain inside. However, Seller acknowledges Buyers request for space needed for office and some food production. Therefore office/lab will be vacated and production space cleaned for buyer's production. Seller will maintain right to access plant area (none residential) of the property at reasonable times of the day in order to accomplish sale of equipment.

Purchasing the property: If the potential buyers decide not to purchase the property (or are unable to secure financing) at the end of the lease term, the option expires. The potential buyers forfeit any money paid until that point, including the option money and any rent credit earned. During the term of the lease, _____ % of the rent and 100% the option money is to be deducted from the purchase price. The transaction is completed at the closing, and the buyer becomes the property owner.

Conditions during the lease are as follows:

Rent is due in advance by the 1st day of each month. With a 5 day grace period. If the payment is past the grace period, the seller has the right to cancel the lease-option with a 30 day written notice to the potential buyers. Upon cancellation of the lease-option, all funds applied for option money and lease payments are forfeited to the seller.

Purchase the property located at 41 & 43 W. Church Rd., Erda, UT 84074 is in an "as is" condition.

1. Seller agrees to a \$250 cleaning/repair allowance to be paid to lease holder at time of lease closing.
2. Septic system to be emptied and serviced prior to lease.
3. These items are to be included in purchase; office and lab furniture, high capacity commercial air compressor, a milking parlor style stainless steel sanitizing wash sink, 300 gallon bulk tank and cooling system for raw milk, well pump and waste-water pump, waste water holding tank, portable fencing, exterior and interior hoses, and all property irrigation equipment.

Upon agreement with this lease-option, the potential buyers may submit written plans for modifications to the property to set up living areas for the livestock and milking facilities as needed. If owner does not give a written response involving changes, clarification, or permission, within 48 hours, potential buyers may consider owner in agreement with such written proposal (limited to written presentation).

Summary of the ***SALE***

- Long Term Renter purchasing property from Landlord
- DIY Contract
- No seller disclosure form
- No buyer due diligence form
- Water for culinary, irrigation & stock comes from well on property
- No water culinary/irrigation/stock water from city or county

Landlord/Seller does not own water rights

Exceptions – Schedule B 2

15. Poles and lines for utilities as disclosed by a physical inspection.
16. Rights of way and easements for all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, cable, fiber optic, sewer, gas or water lines.
17. Any prior reservations of any minerals in or under said land including, but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights, and easement rights or other matters relating thereto, whether expressed or implied.
18. Any water rights, claims or title to water in and under the land.
19. Matters as disclosed by that certain Survey dated January 5, 2000, prepared by James M. Bagwell, Registered Land Surveyor, License No. 358275, including, but not limited to:

An encroachment of an existing metal barn along the Northwest property line.
20. The terms and conditions of that certain Notice of Establishment of Agriculture Protection Area:
Recorded: January 30, 1998
Entry No.: 106308
Book/Page: 489/129
21. Rights or claims of parties in possession.

A close-up photograph of a vintage typewriter. The top half of the image shows the carriage assembly, featuring a long, cylindrical metal rod with two dark, cylindrical end caps. Below the carriage, the paper is a light beige color with the words "Once upon a time..." printed in a dark, serif font. The bottom half of the image shows the typebars, which are dark metal strips with small, rectangular typefaces attached to them. The typebars are arranged in a row, and the paper is positioned between them.

Once upon a time...

REPC

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there [] ARE [X] ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 Excluded Items. The following items are excluded from this sale: _____

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: Per Title _____



Search Google Maps



Groceries



Restaurants



Takeout



Hotels



Gas



Pharmacies



Coffee

The Lazy T



Google

From Title Commitment

SPECIAL EXCEPTIONS

14. Lien of taxes, not yet due and payable:

Year: 2019
Parcel No.: 00-0062-5037 / Serial No. 01-SFOST-0001
Prior year: 2018 Paid
Amount: \$2,055.00

15. The land described herein is located within the boundaries of Tax District #001, Croydon City, Morgan County and is subject to any assessments levied thereby.

16. Easement, and the terms and conditions thereof:

Disclosed by: Plat of said subdivision
Purpose: Utilities and drainage
Area Affected: Westerly 10 feet

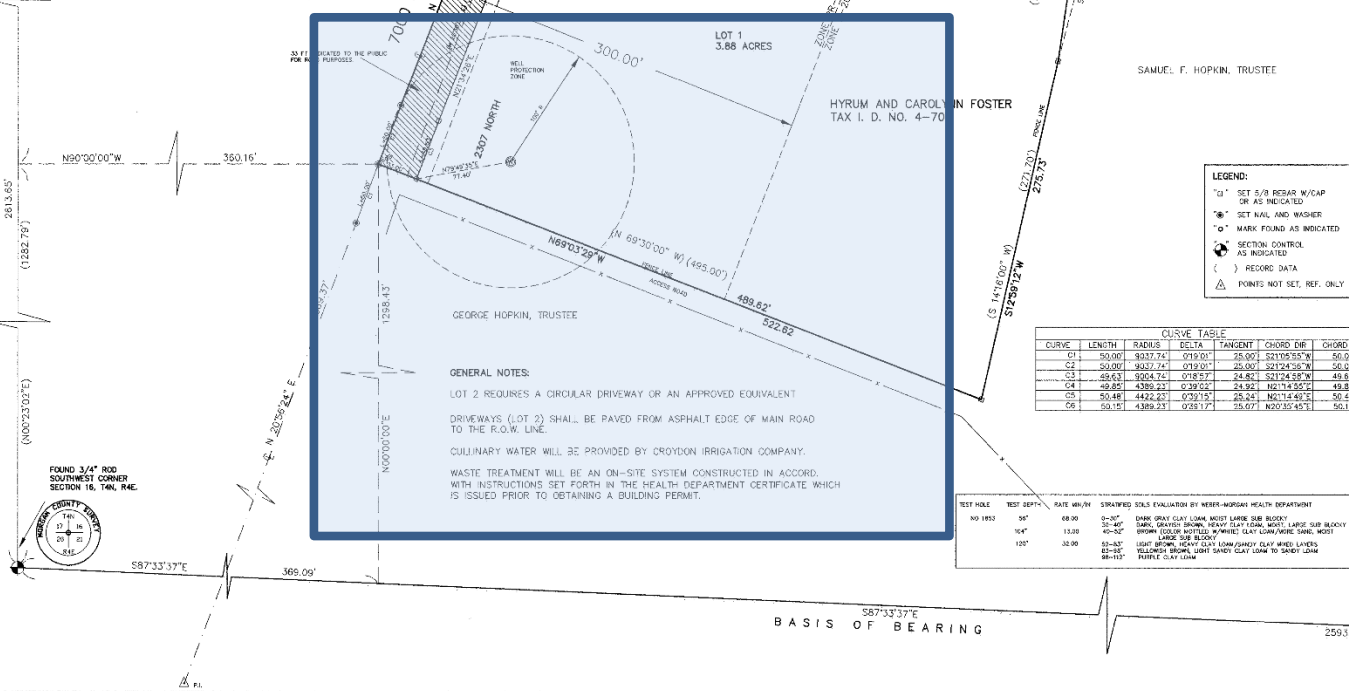
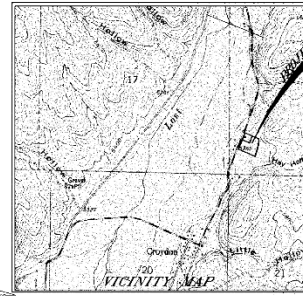
17. Subject to the Notes as shown on the official recorded plat.

STEVE FOSTER SUBDIVISION

A PART OF THE SW1/4 OF SECTION 16, T4N, R4E.
SALT LAKE BASE AND MERIDIAN
U. S. SURVEY, MORGAN COUNTY, UTAH
AUGUST 2000



WEST QUARTER CORNER
SECTION 16, T4N, R4E.
LOCATION TO THIS SECTION CORNER IS
BASED ON THE RECORDS OF THE
STEVE FOSTER PARCEL OF LAND. THE
ACTUAL CORNER HAS NOT BEEN
LOCATED.



LEGEND:

- "G" SET 5/8 REBAR W/CAP OR AS INDICATED
- "S" SET NAIL AND WASHER
- "M" MARK FOUND AS INDICATED
- "C" SECTION CONTROL AS INDICATED
- "R" RECORD DATA
- "P" POINTS NOT SET, REF. ONLY

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	30.00	93.77	019.01	25.00	52.124	55.78
C2	20.00	93.77	019.01	25.00	52.124	55.78
C3	49.62	3024.76	018.57	24.82	52.124	55.78
C4	49.62	3024.76	018.57	24.82	52.124	55.78
C5	50.48	4422.23	032.15	25.24	56.114	49.52
C6	50.15	4389.23	032.17	25.07	56.035	49.51

TEST HOLE	TEST DEPTH	RATE (in/hr)	STRATIFIED SOIL EVALUATION BY WEBER-MORGAN HEALTH DEPARTMENT
NO 1853	68.91'	30.00	20-40' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	104'	11.00	UPON EXCAVATION, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	120'	30.00	10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	131-140'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	140-150'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	150-160'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	160-170'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	170-180'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	180-190'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	190-200'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	200-210'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	210-220'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	220-230'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	230-240'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	240-250'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	250-260'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	260-270'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	270-280'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	280-290'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	290-300'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	300-310'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	310-320'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	320-330'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	330-340'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	340-350'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	350-360'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	360-370'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	370-380'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	380-390'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	390-400'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	400-410'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	410-420'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	420-430'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	430-440'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	440-450'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	450-460'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	460-470'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	470-480'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	480-490'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	490-500'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	500-510'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	510-520'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	520-530'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	530-540'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	540-550'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	550-560'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	560-570'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	570-580'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	580-590'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	590-600'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	600-610'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	610-620'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	620-630'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	630-640'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	640-650'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	650-660'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	660-670'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	670-680'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	680-690'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	690-700'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	700-710'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	710-720'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	720-730'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	730-740'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	740-750'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	750-760'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	760-770'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	770-780'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	780-790'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	790-800'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	800-810'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	810-820'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	820-830'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	830-840'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	840-850'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	850-860'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	860-870'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	870-880'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	880-890'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	890-900'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	900-910'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	910-920'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	920-930'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	930-940'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	940-950'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	950-960'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	960-970'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	970-980'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	980-990'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY
	990-1000'		10-15' SAND, GRAVEL, BROWN, HEAVY CLAY, LIGHT, MIST, LAYER SUB BLOODY

MORGAN COUNTY ATTORNEY
I HAVE EXAMINED THIS SUBDIVISION PLAT AND IN MY
OPINION IT CONFORMS TO THE COUNTY ORDINANCE APPLICABLE
THEREIN AND NOW IN FORCE AND EFFECT.
SIGNED THE 17 DAY OF AUGUST, 2000
KELLY W. WRIGHT
MORGAN COUNTY ATTORNEY

MORGAN COUNTY PLANNING COMMISSION
THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS
SUBMITTED TO THE MORGAN COUNTY PLANNING
COMMISSION.
SIGNED THE 17 DAY OF AUGUST, 2000
JAMES A. HOLLAND
CHAIRMAN, MORGAN COUNTY PLANNING COMMISSION

MORGAN COUNTY ENGINEER
THIS IS TO CERTIFY THAT I HAVE INVESTIGATED THE LINES
OF SURVEY OF THE FOREGOING PLAT, LEGAL DESCRIPTION
OF THE LAND EXTRACTED THEREIN AND FIND THEM TO BE
CORRECT AND TO AGREE WITH THE LINES AND MONUMENTS
ON RECORD IN THIS OFFICE AND THE MORGAN COUNTY
RECORDER'S OFFICE.
SIGNED THE 17 DAY OF AUGUST, 2000
BRYAN J. HARRIS
MORGAN COUNTY ENGINEER

WEBER-MORGAN HEALTH DISTRICT
THE LOTS SHOWN HEREON ARE CONDITIONALLY APPROVED AS
RESIDENTIAL LOTS AS CONDITIONED UNDER "GENERAL NOTES"
INCLUDED HEREON.
SIGNED THE 17 DAY OF AUGUST, 2000
JOSEPH A. DECARIA
DISTRICT HEALTH OFFICER

MORGAN COUNTY COUNCIL
THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT AND THE
DEDICATION ARE HEREBY ACCEPTED BY THE COUNCIL
OF MORGAN COUNTY, UTAH.
SIGNED THE 22 DAY OF AUGUST, 2000
JAMES A. HOLLAND
CHAIRMAN, MORGAN COUNTY COUNCIL
ATTEST: MORGAN COUNTY CLERK

CERTIFICATE OF SURVEYOR
I, WILLIAM L. HOLYOAK, A REGISTERED LAND SURVEYOR IN THE
STATE OF UTAH, DO HEREBY CERTIFY THAT THIS PLAT OF
STEVE FOSTER SUBDIVISION
IN MORGAN COUNTY, UTAH, HAS BEEN DRAWN TO THE DESIG-
NATED SCALE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF
THE HEREIN DESCRIBED LOTS INCLUDED IN SAID SUBDIVISION
BASED ON THE DATA COMPILED FROM RECORDS IN THE MORGAN
COUNTY RECORDERS' OFFICE AND FROM A SURVEY OF THE
GROUND UNDER MY DIRECTION.
SIGNED THE 22 DAY OF AUGUST, 2000
WILLIAM L. HOLYOAK
UTAH LAND SURVEYOR REGISTRATION NO. 10474

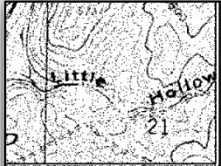
MORGAN COUNTY RECORDER
ENTRY NO. 83041, FEE PAID \$32.00
FILED FOR RECORD AND RECORDED
AUG 24 2000 AT 4:45 PM
IN BOOK 1414 OF THE OFFICIAL RECORDS,
PAGE 177
RECORDED FOR:
Bobby Dale Balding
Brenda D. Nelson
BY: Nadine P. Smith, DEPUTY

OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE
TRACT OF LAND HEREON DESCRIBED TO BE SUBDIVIDED INTO TWO LOTS, TO BE
KNOWN HEREAFTER AS:
STEVE FOSTER SUBDIVISION
DO HEREBY CERTIFY THAT WE HAVE CAUSED SAID TRACT OF LAND TO BE
SUBDIVIDED INTO TWO LOTS AND DO HEREBY DEDICATE AND/OR QUITCLAIM FOR THE
PERPETUAL USE OF THE PUBLIC THE PARCEL OF LAND SHOWN ON THE PLAT TO SERVE
AS A PORTION OF THE RIGHT OF WAY FOR AN EXISTING COUNTY ROAD.
IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 24th DAY
OF August, 2000.
Hyrum Stephen Foster Carolyn C. Foster
BOBBY DALE BALDING STEPHANIE F. BALDING
ACKNOWLEDGEMENT
STATE OF UTAH } SS
COUNTY OF MORGAN }
ON THIS 24th DAY OF August, 2000, PERSONALLY APPEARED
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY,
THE SIGNERS OF THE ABOVE OWNER'S DEDICATION, WHO DULY ACKNOWLEDGED TO
ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES
THEREIN MENTIONED.
Bessie A. Hyde
NOTARY PUBLIC
RESIDING IN Morgan COUNTY, UTAH
MY COMMISSION EXPIRES March 22, 2004
NOTARY PUBLIC
LESLIE A. HYDE
MORGAN COUNTY, UTAH
STATE OF UTAH

DESCRIPTION - STEVE FOSTER SUBDIVISION
A TRACT OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4
NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY, MORGAN
COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16, A 3/4 INCH ROD;
THENCE SOUTH 87°33'37" EAST 369.09 FEET ALONG THE SECTION LINE;
THENCE NORTH 00°00'00" EAST 1298.45 FEET TO A POINT ON THE
CENTERLINE OF 7000 EAST STREET, A NAIL/WASHER,
THE TRUE POINT OF BEGINNING;
THENCE ALONG THE CENTERLINE OF SAID 7000 EAST STREET 50.00 FEET TO A CURVE TO
THE RIGHT, HAVING A RADIUS OF 9037.74 FEET, AN INCLUDED ANGLE OF
00°00'00", AND A LONG CHORD BEARING NORTH 21°34'26" EAST 50.00 FEET;
THENCE NORTH 21°34'26" EAST 370.03 FEET ALONG THE CENTERLINE OF 7000
EAST STREET TO A NAIL/WASHER;
THENCE ALONG SAID CENTERLINE 49.85 FEET ALONG A CURVE TO THE LEFT, HAVING A
RADIUS OF 4389.23 FEET, AN INCLUDED ANGLE OF 00°39'02", AND A LONG
CHORD BEARING NORTH 21°45'55" EAST 49.85 FEET;
THENCE SOUTH 69°31'36" EAST 436.01 FEET ALONG A FENCE LINE TO A REBAR/CAP;
THENCE SOUTH 08°38'05" EAST 205.05 FEET ALONG A FENCE LINE TO A
REBAR/CAP;
THENCE SOUTH 12°59'12" WEST 275.73 FEET ALONG A FENCE LINE TO A
REBAR/CAP;
THENCE SOUTH 69°31'36" WEST 522.62 FEET ALONG A FENCE LINE TO A POINT ON THE
CENTERLINE OF 7000 EAST STREET, THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 5.23 ACRES AND TWO LOTS.
THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION
16, CALLED SOUTH 87°33'37" EAST.

SURVEY NARRATIVE:
A. THIS SURVEY WAS MADE AT THE REQUEST OF STEPHANIE BALDING,
2288 NORTH 7000 EAST, CROYDON, UTAH 84018, TEL. 829-6423.
B. THE PURPOSE OF THE SURVEY IS TO SUBDIVIDE A PARCEL OF LAND IN
ORDER TO CONSTRUCT A NEW HOME. THE PARCEL OF LAND HAS
ONE EXISTING HOME THEREON.
C. CORNERS MARKED WITH A SQUARE ARE 5/8"x24" REBARS WITH CAPS
STAMPED "MOUNTAIN ENGINEERING". OTHER MARKS FOUND OR SET
ARE AS INDICATED.
D. THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER
OF SECTION 16, CALLED SOUTH 87°33'37" EAST.

STEVE FOSTER SUBDIVISION
A PART OF THE SW1/4 OF SECTION 16, T4N, R4E.
SALT LAKE BASE AND MERIDIAN
U. S. SURVEY, MORGAN COUNTY, UTAH
FOR: STEPHANIE F. BALDING, CROYDON, UTAH 84018
MOUNTAIN ENGINEERING
P.O. BOX 309
MORGAN, UTAH 84050
TEL (801) 876-3978 876-3979
REGISTERED LAND SURVEYOR
167461
WILLIAM L. HOLYOAK
STATE OF UTAH
DESIGNED BY
WILLIAM HOLYOAK
DATE
APRIL, 2000
DRAWN BY
WILLIAM HOLYOAK
DATE
APRIL, 2000
CHECKED BY
DATE
APRIL, 2000
FILE: FOSTER02



7000 EAST STREET

N 21°34'26" E

N 21°34'26" E

N 21°34'26" E

N 21°34'26" E

N 21°34'26" E

N 21°34'26" E

N 21°34'26" E

N 21°34'26" E

N 21°34'26" E

N 21°34'26" E

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33 FT DEDICATED TO THE PUBLIC
FOR ROAD PURPOSES.

10 FT UTILITY &
DRAINAGE EASEMENT

LOT 1
3.88 ACRES

ZONE RR-1
ZONE A-20

HYRUM AND CA
TAX I. D. NO. 4

Well Protection
Zone

GEORGE HOPKIN, TRUSTEE

GENERAL NOTES:

LOT 2 REQUIRES A CIRCULAR DRIVEWAY OR AN APPROVED EQUIVALENT

DRIVEWAYS (LOT 2) SHALL BE PAVED FROM ASPHALT EDGE OF MAIN ROAD
TO THE R.O.W. LINE.

CULLINARY WATER WILL BE PROVIDED BY CROYDON IRRIGATION COMPANY.

WASTE TREATMENT WILL BE AN ON-SITE SYSTEM CONSTRUCTED IN ACCORD
WITH INSTRUCTIONS SET FORTH IN THE HEALTH DEPARTMENT CERTIFICATE WHICH
IS ISSUED PRIOR TO OBTAINING A BUILDING PERMIT.

Point of Diversion- Right & Shares

- Morgan County 00-0062-5037, 01-SFOST-0001
- Croydon Irrigation Company (on Plat)
- Next to a canal (or two)
- Water Right 35-6876 (**E1480**)



MAIL TAX NOTICE TO
Kevin Erickson and Allison Erickson
2307 North 7000 East
Croydon, UT 84018

Warranty Deed

Order No. 6-082883

Hyrum Stephan Foster and Carolyn Foster, as Trustee(s) of the The Hyrum and Carolyn Foster Living Trust dated January 15, 2008, and any amendments thereto

of Croydon, County of Morgan, State of UTAH, Grantor, hereby CONVEY and WARRANT to

Kevin Erickson and Allison Erickson. A married couple

of Croydon, County of Morgan, State of UT, Grantee for the sum of Ten Dollars and Other Good and Valuable Consideration the following described tract(s) of land in Morgan County, State of UTAH:

Lot 1, Steve Foster Subdivision, according to the official plat thereof on file and of record in the office of the Morgan County Recorder.

Parcel No.: 00-0062-5037

SUBJECT TO: County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, and Reservations now of Record

WITNESS, the hand(s) of said Grantor(s), this 31st of July AD., 2019

Signed in the Presence of:

The Hyrum and Carolyn Foster Living Trust
dated January 15, 2008, and any amendments
thereto

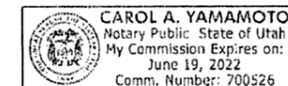
Hyrum Stephan Foster, Trustee
Hyrum Stephan Foster, Trustee
Carolyn Foster, Trustee
Carolyn Foster, Trustee

STATE OF Utah)
County of Weber) ss.

The foregoing instrument was acknowledged before me this 31st day of July, 2019, by Hyrum Stephan Foster and Carolyn Foster, as Trustee(s) of the The Hyrum and Carolyn Foster Living Trust dated January 15, 2008, and any amendments thereto.

Notary Public
My Commission Expires: 6/19/22

Warranty Deed Trust to Individual
Backman Title Services Ltd.



1 of 1

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: Hyrum Foster

Grantee: Kevin Erickson and Allison Erickson

Tax ID Number(s): Parcel No. 00-0062-5037 / Serial No. 01-SF0ST-0001

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

- Check one box only
- 1 ☒ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed. Proceed to Section A
- 2 ☐ Only a portion of Grantor's water rights are being conveyed. B
(County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)
- 3 ☐ No water rights are being conveyed. C
- 4 ☐ Water rights are being conveyed by separate deed. C

Section

Important Notes
(see other side)

A	The water right(s) being conveyed include Water Right No(s) <u>35-6875 X 1480</u> along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights. (Proceed to Section C)	N1 N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply) <input type="checkbox"/> All of Water Right No(s). <input type="checkbox"/> _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ <input type="checkbox"/> _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____ Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures by Grantor: (check all boxes that apply) <input type="checkbox"/> Grantor is endorsing and delivering to Grantee stock certificates for _____ share(s) of stock in the following water company: _____ <input checked="" type="checkbox"/> Culinary water service is provided by: <u>water on property</u> <input checked="" type="checkbox"/> Outdoor water service is provided by: <u>Croydon Irrigation</u> <input type="checkbox"/> There is no water service available to Grantor's Parcel(s). <input type="checkbox"/> Other water related disclosures: _____	N6 N7 N8 N9 N10

Attach and sign additional copies of this form if more space is needed.

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: *Hyrum Stephan Foster*

Grantee's Acknowledgment of Receipt: *Kevin Erickson Allison Erickson*

Grantee's Mailing Address: 2307 North 7000 East, Croydon, Utah 84018

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS

Evidence of Water Right- Report of Conveyance Form

REPORT OF WATER RIGHT CONVEYANCE

\$40 Fee Rec'd by _____
Receipt # _____

REPORT OF WATER RIGHT CONVEYANCE

SECTION B. CERTIFICATION

I, _____, certify that I am authorized by Administrative Rule R655-3-7 to complete this report, and that the information contained herein or attached hereto is true and accurate to the best of my knowledge.

Signature _____

Date _____

Phone # _____

FOR LICENSED PROFESSIONALS ONLY

I, _____, certify that I am licensed as _____ in the State of Utah, that my license number is _____, that I was retained by an owner of the water right to prepare or supervise the preparation of the Report of Conveyance; that the report is true and accurate to the best of the preparer's knowledge; that an appropriate search of County Records records has been made and that the attached documents evidence the ownership interest of the grantee.

Signature _____

Date _____

Phone # _____

Address: _____

This report is not a title opinion based on the title search made. It does not warrant or guarantee title to water rights. This report was prepared for the purpose of updating records of the Division of Water Rights.

Report of Water Right Conveyance

REPORT OF WATER RIGHT CONVEYANCE

Completed by:
Property Owner,
An Engineer,
An Attorney,
A Land Surveyor,
A Title Insurance
Agent

<https://waterrights.utah.gov/wrinfo/forms/default.asp>



Transferring Water Rights with Division of Water Resources (Seller Steps)

1. Verify ownership of right (does the seller hold ownership?)
2. If Seller doesn't have good title to water
 - Complete Report of Conveyance
 - Send report of conveyance & \$40.00 to the Division of Water Resources
 - Wait for their decision (takes time)
3. Verify use of the right (domestic or irrigation?) Is it appurtenant?
4. Correctly identify Water Right Information on Listing, REPC & Addenda
5. Complete Seller Disclosures
6. Prepared Land Deed Addendum
7. Record Warranty Deed with Land Deed Addendum attached as exhibit



Transferring Water Rights with Division of Water Resources (Buyer Steps)

1. Verify ownership of right
2. Verify use of the right (domestic or irrigation?) Is it appurtenant?
3. Correctly identify Water Right Information on Listing, REPC & Addenda
4. Obtain information listed on Buyer Due Diligence form
 - Well Report may be helpful
5. Complete and Record Land Deed Addendum with Warranty Deed
6. Completes Report of Conveyance process with Division of Water Resources, including
 - Recorded deed with land deed addendum
 - Report of Conveyance
 - \$40.00