

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 01459-31378

1st Amendment

1. **Effective Date:** October 05, 2017 at 8:00 A.M.

2. **Policy or Policies To Be Issued:**

Amount of Insurance

(a) ALTA Owner's	2006 (Standard)	Amount Premium
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(b) ALTA Loan	2006 (Standard)	Amount Premium
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Proposed Insured:
Lender

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

Lucas B. Carver

5. **The land referred to in this Commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO

For information purposes only, the property address is purported to be:

N/A, UT



EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the County of Weber, State of Utah, and is described as follows:

Part of the West half of Section 7, Township 7 North, Range 1 East, Salt Lake Base & Meridian: Beginning at a point on the Westerly right of way line of North Fork Road, said point bears South 01°09'56" East, 2173.91 feet to the North line of Montgomery Mountain Subdivision and West 116.73 feet (West 114.61 feet) along said Subdivision more or less, to an existing fence line marking the Eastern Boundary of Tia Shaw Subdivision, North 01°18'02" East (North 00°00'18" East) 568.07 feet along said fence line to the Northeast corner of said Subdivision, thence North 01°42'08" East 257.50 feet, more or less, along said fence line to a fence intersection, said point being South 02°08'48" West 750.40 feet (South 0°48'40" West 751.23 feet) from the Northeast Corner of said fence laying on the Southerly side of North Fork Road, and North 87°11'44" East 573.19 feet, more or less, (North 85°39' East 569.44 feet) along an old existing fence line and beyond said fence to the Westerly right of way of North Fork Road from the North Quarter Corner of said Section 7, and running South 33°49'23" East 851.32 feet along said road, thence South 86°07'01" West 344.23 feet, more or less, to the centerline of North Fork River, thence the following eight courses along said river as follows: North 03°22'25" East 60.90 feet, North 38°11'53" West 112.02 feet, North 55°30'30" West 47.77 feet, North 42°07'01" West 117.49 feet, North 20°33'44" West 227.72 feet, North 0°55'16" West 125.92 feet, North 49°38'47" West 120.05 feet, and North 50°48'28" West 59.06 feet, more or less, to an existing fence line, thence along and beyond said fence line North 87°11'44" East 273.02 feet, more or less, to the point of beginning.

Tax ID: 22-004-0112

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I**

File No.: 01459-31378- Amended No. 1st

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
3. Pay all general and special taxes now due and payable.
4. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of property jurisdiction.
5. This Commitment will be subject to defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.
6. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
7. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.
8. Notice to Applicant: The land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.
9. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
10. Standard Exceptions 1 - 7 of Schedule B, Section 2, will be eliminated from the ALTA Loan Policy and the ALTA Homeowner's Policy upon satisfaction of any underwriting requirements.



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

File No.: 01459-31378 - Amended No. 1st

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Taxes for the year 2017 now due and payable in the amount of \$1,169.29, but will not become delinquent until November 30th. Tax ID No. 22-004-0112. (2016 taxes were paid).
9. Said property is located within the boundaries of Weber Basin Water Conservancy District, Weber County Fire Protection Service Area No. 4, Weber County Service Area No. 5, Ogden Valley Natural Gas Improvement District and Liberty Park, and is subject to the charges and assessments levied thereunder.
10. Resolution No. 23-2005, a resolution of the Board of County Commissioners of Weber County creating and establishing a special service district throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Services District", recorded January 24, 2006, as Entry No. 2156401 of Official Records.
11. Resolution No. 27-2012, from the Board of County Commissioners of Weber County confirming the tax to be levied for Municipal Services provided to the unincorporated area of Weber County, recorded December 13, 2012, as Entry No. 2610456 of Official Records. (Collected with taxes)
12. The terms and conditions of that certain Certificate of Creation, creating and establishing the Northern Utah Environmental Resource Agency, and any future charges and assessments that may be levied thereunder, recorded January 20, 2015, as Entry No. 2718461, of Official Records.



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

13. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, or under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
14. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.
15. Easements and rights of way of record or enforceable in law and equity for any existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines now existing over, under or across subject property.
16. Any loss or claim arising from the fact that the boundary of the herein described property is described as North Fork Ogden River which boundary may be subject to change and/or uncertainty.

The rights of others, if any, in and to North Fork Ogden River as their interest may appear and for maintenance of the same.
17. Notice of Irrigation Systems and Irrigation Operation Agreements and Rights of Way and the terms, conditions and limitations contained therein, recorded January 16, 1986, as Entry No. 958077, in Book 1483, at Page 1034 of County Records.
18. Easement as set forth in Warranty Deed and the terms, conditions and limitations contained therein, recorded January 8, 2008, as Entry No. 2314464, of County Records.
19. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claims and/or liens thereunder.
20. Any matters that might be disclosed by an accurate survey of said premises.
21. Property is flagged by county as a parcel resulting of an illegal lot split, defined by state code, in deeds recorded prior to the vesting deed.
Requirement: Secure a Approval Letter from Building Planning and Zoning for this original lot split.
22. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

NOTE: NO EXISTING DEED OF TRUST APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.

NOTE: Title is to vest in persons not yet revealed, and when so vested will then be subject to matters disclosed by a search of the record against their names.

NOTE: Judgments have been checked against the following:



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

Lucas B. Carver

There were NO judgments found.

CHAIN OF TITLE

According to the Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

Document Name:	Warranty Deed
Recording Date:	August 15, 2017
Grantor:	Rodney B. Carver and Audrey M. Carver
Grantee:	Lucas B. Carver
Entry No.:	2873500



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056



"W2873500"

EH 2873500 PG 1 OF 3
LEANN H KILTS, WEBER COUNTY RECORDER
15-AUG-17 4:16 PM FEE \$14.00 DEP TN
REC FOR: RODNEY CARVER

WHEN RECORDED RETURN TO:
Lucas B. Carver

WARRANTY DEED

Rodney B. Carver and Audrey M. Carver, GRANTOR, hereby CONVEY(S) AND WARRANT(S) to Lucas B. Carver, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following tract(s) of land in Weber County, State of Utah described as follows:

See attached legal description

Subject to City and/or County taxes and assessments, not delinquent; Easements, Rights-of-Way, Covenants, Conditions and Restrictions now of record.

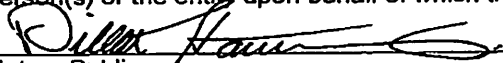
WITNESS, the hand of said grantor this 14 day of August, 2017.

Rodney B. Carver
Rodney B. Carver

Audrey M. Carver
Audrey M. Carver

State of Utah
County of Weber

On this 14 day of August, 2017, personally appeared before me, the undersigned Notary Public, personally appeared Rodney B. Carver and Audrey M. Carver, 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 before 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 the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Notary Public
My commission expires: May 3, 2021



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MY COMMISSION EXPIRES: ?
.....
JR HINCHCLIFF NOTARY PUBLIC COMMISSION
EXPIRES MAR 8 1940 OGDEN STATE OF UTAH
.....
Party No 3

J.R.HINCHCLIFF NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

SPRING CREEK # 1

(a) Proportionate interest 10 hrs out of every 7 days ~~per-cent~~
(b) Land for which water shall be delivered is that certain parcel or parcels of land situate in the County of Weber State of Utah consisting of 6 acres and more particularly described as follows:

A part of the S.W. 1/4 sec 20 t 7 N.R. 1 E S.L.M.

II Spring Creek No 2

(a) porportionate interest 17 hrs. per week ~~per-cent~~
(b) Land for which water shall be delivered is that certain parcel or parcels of land situate in the county of Weber State of Utah; consisting of 6 acres and more particularly described as follows:

A part of the S.W. 1/4 sec 20 t 7 N.R. 1 E. S.L.M.

Dated Dec 28 1937

A.T. CHARD (OWNER)
SINGLE
(HIS WIFE)

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this 28 day of Dec. in the year 1937, before me, J.R.Hinchcliff a Notary Public in and for said County and State personally appeared A.T.CHARD known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed same. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR in this certificate first above written.

J.R.HINCHCLIFF NOTARY PUBLIC IN AND FOR SAID

MY COMMISSION EXPIRES: ?
.....
J.R.HINCHCLIFF NOTARY PUBLIC COMMISSION
EXPIRES MAR 8, 1940 OGDEN STATE OF UTAH
.....

Filed and Recorded for H. C. Carver Jun 30 4:59 PM '38

ELVA A. WILKINSON COUNTY RECORDER
BY DEPUTY DOROTHY B. CAMPBELL

#37058
Form 340
Rev. 11/36
ES.

IRRIGATION SYSTEM OPERATING AGREEMENT

THIS AGREEMENT, made this 27 day of Dec. 1937, between all the users of that certain irrigation system situate in the County of Ogden Weber State of Utah, and more particularly described in paragraph 9 of this agreement,

W I T N E S S E T H:

That to more specifically determine the rights of the parties hereto, it is mutually agreed as follows:

- (1) This agreement shall not become effective until signed and acknowledged by all the owners of said irrigation system, but when so signed and acknowledged shall become effective as of the date hereinabove specified.
- (2) Said system is owned in common by the parties hereto in the proportionate interests specified on the respective signature pages hereto attached, and said parties are entitled to have delivered from and through said system to the lands described on the respective signature pages, for domestic, livestock, irrigation or other lawful uses thereon, such proportionate quantities of water now or hereafter developed by said system as the interest of each party bears to the total of the interests of all the parties hereto.
- (3) Said system shall not be or become a public utility and except as hereinafter provided

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MY COMMISSION EXPIRES: ?

J.R.HINCHCLIFF NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

JR HINCHCLIFF NOTARY PUBLIC COMMISSION
EXPIRES MAR 8 1940 OGDEN STATE OF UTAH
Party No 3

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A part of the S.W. 1/4 sec 20 t 7 N.R. 1 E S.L.M.
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A part of the S.W. 1/4 sec 20 t 7 N.R. 1 E. S.L.M.

Dated Dec 28 1937
STATE OF UTAH)
 :SS
COUNTY OF WEBER)

A.T. CHARD (OWNER)
SINGLE
(HIS WIFE)

On this 28 day of Dec. in the year 1937, before me, J.R.Hinchcliff a Notary Public in and for said County and State personally appeared A.T.CHARD known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed same. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR in this certificate first above written.

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J.R.HINCHCLIFF NOTARY PUBLIC COMMISSION
EXPIRES MAR 8, 1940 OGDEN STATE OF UTAH

J.R.HINCHCLIFF NOTARY PUBLIC IN AND FOR SAID

Filed and Recorded for H. C. Carver Jun 30 4:59 PM '38

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- (1) This agreement shall not become effective until signed and acknowledged by all the owners of said irrigation system, but when so signed and acknowledged shall become effective as of the date hereinabove specified.
- (2) Said system is owned in common by the parties hereto in the proportionate interests specified on the respective signature pages hereto attached, and said parties are entitled to have delivered from and through said system to the lands described on the respective signature pages, for domestic, livestock, irrigation or other lawful uses thereon, such proportionate quantities of water now or hereafter developed by said system as the interest of each party bears to the total of the interests of all the parties hereto.
- (3) Said system shall not be or become a public utility and except as hereinafter provided

in paragraph 5, shall be operated only for the delivery of water for the uses above specified on the lands of the parties hereto; the respective interests and rights in said system are hereby made appurtenant to the hereinafter described lands of the parties hereto, and shall not be separated therefrom, in whole or in part, without the consent in writing of the owner of the land affected, and the holder or holders of any liens or encumbrances thereon, except tax liens. When a part only of the tract of land described on any signature page hereto is transferred, such part of the rights and obligations herein specified shall pass with such transfer as the number of acres transferred bears to the total acres in the whole tract, unless the instrument of conveyance otherwise specifies. The part of the tract so transferred shall, however be subject to liens and encumbrances now existing or hereafter existing at the date of such transfer.

(4) Each party hereby agrees to pay such proportionate part of the cost of constructing, altering, improving, repairing, maintaining, operating and supervising said system as his interest in the system bears to the total interests; provided, however, that any party may elect not to take his proportionate quantity of water for any period in which event that party's proportionate quantity shall be distributed to the remaining parties in the proportion that their respective interest in the system bear to the total interests of the parties taking water, and the actual costs of operating the system during that period shall be prorated in like manner among such remaining parties, unless the party electing not to take his proportionate quantity shall assign his right to another party, in which event the party to which the right is assigned shall pay the proportionate part of the actual costs of operating the system during that period of the party making the assignment. Payments shall be made monthly for each month's expense on or before the 10th day of the next succeeding month, unless a different date of payment is agreed upon by the parties owning the majority interest. Payments shall be made to the manager of the system. No party shall be entitled to delivery of water when delinquent in such payments, and any party hereto may pay the amount due from any other party delinquent in such payment, and the party for whom such payment is made hereby agrees to repay on demand the amount thereof to the party making such payment, together with interest at six per cent per annum from the date of such payment; provided, however, that if the holder of any lien on the land of any party shall have filed with the manager appointed under this agreement a written request for notice of delinquencies of such landowner, delivery of water shall not be withheld because of delinquencies of such landowner, nor shall any action be commenced by any party paying the delinquent amount due from such landowner, until fifteen days after written notice of the amount of such delinquency and the period covered thereby is mailed to such lienholder.

(5) Water may be delivered for use upon lands owned by persons who are not parties to this agreement only upon the following conditions:

(a) When water is available from the system in excess of the reasonable needs of the parties to the agreement, or when needed by such persons not parties hereto during an emergency shortage, or when such person is a neighboring landowner to whom no other water supply for irrigation or domestic purposes is equally available; and

(b) When such delivery is made pursuant to a written contract consented to in writing by all parties hereto, and limiting such delivery to one irrigation season at rates specified in said contract,

(6) Each party hereby grants and confirms to each other party hereto such rights of way

in paragraph 5, shall be operated only for the delivery of water for the uses above specified on the lands of the parties hereto; the respective interests and rights in said system are hereby made appurtenant to the hereinafter described lands of the parties hereto, and shall not be separated therefrom, in whole or in part, without the consent in writing of the owner of the land affected, and the holder or holders of any liens or encumbrances thereon, except tax liens. When a part only of the tract of land described on any signature page hereto is transferred, such part of the rights and obligations herein specified shall pass with such transfer as the number of acres transferred bears to the total acres in the whole tract, unless the instrument of conveyance otherwise specifies. The part of the tract so transferred shall, however be subject to liens and encumbrances now existing or hereafter existing at the date of such transfer.

(4) Each party hereby agrees to pay such proportionate part of the cost of constructing altering, improving, repairing, maintaining, operating and supervising said system as his interest in the system bears to the total interests; provided, however, that any party may elect not to take his proportionate quantity of water for any period in which event that party's proportionate quantity shall be distributed to the remaining parties in the proportion that their respective interest in the system bear to the total interests of the parties taking water, and the actual costs of operating the system during that period shall be prorated in like manner among such remaining parties, unless the party electing not to take his proportionate quantity shall assign his right to another party, in which event the party to which the right is assigned shall pay the proportionate part of the actual costs of operating the system during that period of the party making the assignment. Payments shall be made monthly for each month's expense on or before the 10th day of the next succeeding month, unless a different date of payment is agreed upon by the parties owning the majority interest. Payments shall be made to the manager of the system. No party shall be entitled to delivery of water when delinquent in such payments, and any party hereto may pay the amount due from any other party delinquent in such payment, and the party for whom such payment is made hereby agrees to repay on demand the amount thereof to the party making such payment, together with interest at six per cent per annum from the date of such payment; provided, however, that if the holder of any lien on the land of any party shall have filed with the manager appointed under this agreement a written request for notice of delinquencies of such landowner, delivery of water shall not be withheld because of delinquencies of such landowner, nor shall any action be commenced by any party paying the delinquent amount due from such landowner, until fifteen days after written notice of the amount of such delinquency and the period covered thereby is mailed to such lienholder.

(5) Water may be delivered for use upon lands owned by persons who are not parties to this agreement only upon the following conditions:

(a) When water is available from the system in excess of the reasonable needs of the parties to the agreement, or when needed by such persons not parties hereto during an emergency shortage, or when such person is a neighboring landowner to whom no other water supply for irrigation or domestic purposes is equally available; and

(b) When such delivery is made pursuant to a written contract consented to in writing by all parties hereto, and limiting such delivery to one irrigation season at rates specified in said contract,

(6) Each party hereby grants and confirms to each other party hereto such rights of way

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across any of the lands hereinafter described as may be necessary to enable each party to convey to his respective lands his proportionate share of water from said system, or any system that may be construed to replace the present system, together with the right of ingress and egress for the purposes of operating and maintaining the pipeline, ditch or other conduit now or hereafter installed. The costs of installing operating and maintaining conduits and rights of way used solely for the delivery of water to the lands of only one party shall be paid solely by such party. Like costs for conduits and rights of way used for the delivery of water to the lands of two or more parties shall be paid by said parties in the proportion that the acreage so irrigated bears to the total acreage irrigated through said conduits. Conduits crossing lands not irrigated from such conduits shall be maintained and kept in repair entirely by the owners of the lands served by such conduits. Such payments shall be made and may be enforced in the manner provided in paragraph 4.

(7) A manager of the system shall be elected annually by vote of the parties owning the majority interest, and shall serve in such capacity for a period of one year, or until his successor is elected. A meeting for the election of the first manager shall be held within thirty days after the effective date of this agreement, and the term of the manager first elected shall begin as of the date of this agreement. Regular annual meetings for the election of a manager shall be held beginning one year from the effective date of this agreement and the manager so elected shall hold office for the year commencing on such date. It shall be the duty of the manager to keep all minutes, books, accounts, papers, and records in connection with the system, to supervise the operation, maintenance, repair and improvement of the system and to apportion the costs thereof and to notify the parties in writing of the charges payable by them respectively, and to regulate the distribution of water among the various users.

The manager shall receive such reasonable compensation as shall be agreed upon by the parties owning the majority interest. The parties agree that when deemed necessary for the economical use of the water, rotation of use may be required by the manager. A manager may be removed from office prior to the expiration of his term and a successor elected for the unexpired portion by vote of the parties owning the majority interest. In the event there are not more than two parties to this agreement, the provisions of this paragraph shall not be operative.

(8) All questions arising in connection with the use of the system which are not herein provided for, shall be decided by vote of the parties owning the majority interest. A meeting of the parties may be called at any time by written notice signed by the manager or by at least two parties, and delivered personally to each party or mailed to each party at least twenty four hours before the time of the meeting, unless all the parties are present and agree to a meeting without notice. At each meeting, parties owning the majority interest shall constitute a quorum, and at each meeting the manager shall preside.

(9) In Addition to the conduits and rights of way hereinabove mentioned, said irrigation system consists of the following:

- (a) Type of pumping plant or diversion works: None
- (b) Source of water supply : Mountain Stream & Spring
- (c) Type of water right (riparian, appropriative, or underground): Appropriative
- (d) Said pumping plant or diversion works is situate upon that certain parcel of land situate in the County of ? State of ? containing ? acres, and more particularly described as follows: ?

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across any of the lands hereinafter described as may be necessary to enable each party to convey to his respective lands his proportionate share of water from said system, or any system that may be construed to replace the present system, together with the right of ingress and egress for the purposes of operating and maintaining the pipeline, ditch or other conduit now or hereafter installed. The costs of installing operating and maintaining conduits and rights of way used solely for the delivery of water to the lands of only one party shall be paid solely by such party. Like costs for conduits and rights of way used for the delivery of water to the lands of two or more parties shall be paid by said parties in the proportion that the acreage so irrigated bears to the total acreage irrigated through said conduits. Conduits crossing lands not irrigated from such conduits shall be maintained and kept in repair entirely by the owners of the lands served by such conduits. Such payments shall be made and may be enforced in the manner provided in paragraph 4.

(7) A manager of the system shall be elected annually by vote of the parties owning the majority interest, and shall serve in such capacity for a period of one year, or until his successor is elected. A meeting for the election of the first manager shall be held within thirty days after the effective date of this agreement, and the term of the manager first elected shall begin as of the date of this agreement. Regular annual meetings for the election of a manager shall be held beginning one year from the effective date of this agreement and the manager so elected shall hold office for the year commencing on such date. It shall be the duty of the manager to keep all minutes, books, accounts, papers, and records in connection with the system, to supervise the operation, maintenance, repair and improvement of the system and to apportion the costs thereof and to notify the parties in writing of the charges payable by them respectively, and to regulate the distribution of water among the various users.

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(a) Type of pumping plant or diversion works: None

(b) Source of water supply : Mountain Stream & Spring

(c) Type of water right (riparian, appropriative, or underground): Appropriative

(d) Said pumping plant or diversion works is situate upon that certain parcel of land situate in the County of ? State of ? containing ? acres, and more particularly described as follows: ?

(10) Said system described in paragraph 9 may be replaced inwhole or in part, or moved in whole or in part to any other location on any of the lands of any of the parties hereto with the written consent of the parties owning the majority interest and of the owner of the land to which the same is moved, No such replacement or change in location shall change the rights and liabilities of the parties hereto, which shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors in interest or assigns of the parties hereto.

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IN WITNESS WHEREOF, the owners of interest in said system have hereunto signed their names and specified their interests as follows:

I

Party No: 1

- (a) Proportionate interest: 33 1/3 per cent of Cole Creek
- (b) Land for which water shall be delivered is that certain parcel or parcels of land situate in the County of Weber, State of Utah, consisting of 10 acres, and more particularly described as follows:
A part of S.W. 1/4 Sec. 7 T. 7 N.R. 1 E S.L.M.

II

- (A) Proportionate interest 50% of Thimbleberry Spring and Reservoir located in sec 7 N.E. 1/4 S.W. 1/4 T 7 N.R. 1 E. S.L.M.
- (b) Land for which water shall be delivered is that parcel or parcels of land situate in the county of Weber State of Utah consisting of 20 acres described as follows a part of S.W. 1/4 of Sec 7 T. 7 N.R.1 E SLM.

DATED: DEC 27, 1937
STATE OF UTAH)
 :SS
COUNTY OF WEBER)

CHAS RHODES (OWNER)
RUTH P. RHODES (HIS WIFE)

On this 27 day of Dec in the year 1937, before me J.R.Hincholiff a Notary Public in and for said County and State, personally appeared Chas Rhodes & Ruth P. Rhodes known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed same.

WITNESS my hand and official seal the day and year in this certificate first above written.

MY COMMISSION EXPIRES: J.R.HINCHOLIFF NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

.....
J.R.HINCHOLIFF NOTARY PUBLIC COMMISSION.
EXPIRES MAR 8 1940 OGDEN STATE OF UTAH .
.....

I

Party No. 2

- (a) Proportionate interest 66 2/3 per cent Cole Creek
- (b) Land for which water shall be delivered is that certain parcel or parcels of land situate in the County of Weber, State of Utah consisting of 30 acres, and more particularly described as follows:
A part of the S.E. 1/4 of Sec 12 T 7 N.R. 1 W. S.L.M.

II

- (A) Proportionate interest 50% of Thimble Berry Spring & Reservoir located in N.E. 1/4 SW. 1/4 sec 7 T 7 N.R. 1 E. S.L.M.
- (b) Land for which water shall be delivered is that parcel or parcels of land situate in county of Weber State of Utah consisting of acres described as follows a part of the S.W.

(10) Said system described in paragraph 9 may be replaced in whole or in part, or moved in whole or in part to any other location on any of the lands of any of the parties hereto with the written consent of the parties owning the majority interest and of the owner of the land to which the same is moved, No such replacement or change in location shall change the rights and liabilities of the parties hereto, which shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors in interest or assigns of the parties hereto.

IN WITNESS WHEREOF, the owners of interest in said system have hereunto signed their names and specified their interests as follows:

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- (b) Land for which water shall be delivered is that certain parcel or parcels of land situate in the County of Weber, State of Utah, consisting of 10 acres, and more particularly described as follows:
A part of S.W. 1/4 Sec. 7 t. 7 N.R. 1 E S.L.M.

II

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- (b) Land for which water shall be delivered is that parcel or parcels of land situate in the county of Weber State of Utah consisting of 20 acres described as follows a part of S.W. 1/4 of Sec 7 t. 7 N.R.1 E SLM.

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STATE OF UTAH)
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- (A) Proportionate interest 50% of Thimble Berry Spring & Reservoir located in N.E. 1/4 SW. 1/4 sec 7 t 7 N.R. 1 E. S.L.M.
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68

1/2 of Sec 7 t 7 N. R. 1 E. S.L.M.

Dated: Dec 27 1937

JAMES E. SHAW (OWNER)
VITURE SHAW (HIS WIFE)

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this 27 day of Dec. in the year 1937, before me, J.R.Hinchcliff a Notary Public in and for said County and State, personally appeared James E. Shaw & Virtue Shaw known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed same.

WITNESS MY HAND AND OFFICIAL seal the day and year in this certificate first above written.

MY COMMISSION EXPIRES:

J.R.HINCHCLIFF NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE.

.....
J.R.HINCHCLIFF NOTARY PUBLIC COMMISSION EXPIRES.
MAR 8, 1940 OGDEN STATE OF UTAH
.....

Filed and Recorded for H.C.Carver Jun 30 4:59 PM '38

ELVA A. WILKINSON COUNTY RECORDER
BY DEPUTY DOROTHY B. CAMPBELL

cf

#37059
FORM 340
Rev. 11/36

IRRIGATION SYSTEM OPERATING AGREEMENT

THIS AGREEMENT made this 27 day of Dec. 1937, between all the users of that certain irrigation system situate in the County of Weber State of Utah, and more particularly described in paragraph 9 of this agreement,

W I T N E S S E T H:

That to more specifically determine the rights of the parties hereto, it is mutually agreed as follows:

- (1) This agreement shall not become effective until signed and acknowledged by all the owners of said irrigation system, but when so signed and acknowledged shall become effective as of the date hereinabove specified.
- (2) Said system is owned in common by the parties hereto in the proportionate interests specified on the respective signature pages hereto attached, and said parties are entitled to have delivered from and through said system to the lands described on the respective signature pages, for domestic, livestock, irrigation or other lawful uses thereon, such proportionate quantities of water now or hereafter developed by said system as the interest of each party bears to the total of the interests of all the parties hereto.
- (3) Said system shall not be or become a public utility, and except as hereinafter provided in paragraph 5, shall be operated only for the delivery of water for the uses above specified on the lands of the parties hereto; the respective interests and rights in said system are hereby made appurtenant to the hereinafter described lands of the parties hereto, and shall not be separated therefrom, in whole or in part, without the consent in writing of the owner of the land affected, and the holder or holders of any liens or encumbrances thereon, except tax liens. When a part only of the tract of land described on any signature page hereto is transferred, such part of the rights and obligations herein specified shall pass with such transfer as the number of acres transferred bears to the total acres in the whole tract, unless the instrument of conveyance otherwise specifies. The part of the tract so transferred shall however, be subject to liens and encumbrances now existing or hereafter existing at the date of such transfer.
- (4) Each party hereby agrees to pay such proportionate part of the cost of constructing, altering, improving, repairing, maintaining, operating and supervising said system as his

68

1/2 of Sec 7 t 7 N. R. 1 E. S.L.M.

Dated: Dec 27 1937

JAMES E. SHAW (OWNER)
VIRTUE SHAW (HIS WIFE)

STATE OF UTAH)
 :SS
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J.R.HINCHCLIFF NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

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MAR 8, 1940 CGDEN STATE OF UTAH
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ELVA A. WILKINSON COUNTY RECORDER
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Handwritten initials

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SEE PAGE 4

