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EH 2663025 PG 1 OF 5  
ERNEST O ROWLEY, WEBER COUNTY RECORDER  
05-NOV-13 1105 AM FEE 9.00 DEP TDT  
REC FOR: WEBER BASIN WATER CONSERV DIST

Account # 38549

Contract D-3

PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT  
FOR THE ALLOTMENT OF WATER

KEO Pineview LLC herein "Petitioner"),  
hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the  
allotment of the beneficial use of 4.0 acre-feet of untreated water annually, for irrigation and  
domestic purposes, on land situated in Weber County, Utah, legally described as follows:

Section 14, Township 6N, Range 1E, Acres \_\_\_\_\_

Tax I.D. No 20-015-0010 / 88 /

SEE ATTACHED "EXHIBIT A"

1. In consideration of such allotment and upon condition that this petition is granted by the District, Petitioner agrees as follows:

a. To pay for the right to use the allotted water an amount annually to be fixed from time to time by the District's Board of Trustees, which amount initially shall be the sum of \$ 99.66 per 1.0 acre-foot.

b. To pay an additional amount, per acre foot, annually to be fixed by the District's Board of Trustees for operation, maintenance or other charges.

The amount so fixed shall be paid whether or not the Petitioner actually takes and uses the water allotted.

The amounts so fixed shall be a tax lien upon the above-described land and the Petitioner shall be bound by the provisions of the Water Conservancy Act of Utah and the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Petitioner from paying the taxes levied pursuant to Sections 17A-2-1426 and 17A-2-1427, Utah Code Annotated 1990, as amended.

2. The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use of purpose.

3. Petitioner's use of the water hereby allotted as replacement water shall be subject to such rules and regulations as the Utah State Engineer may from time to time prescribe. The Petitioner shall not use the allotted water in any way without first receiving an approved exchange application from the Utah State Engineer. It is the responsibility of the Petitioner to obtain such approved exchange application.

4. Delivery of the water hereby allotted by the District shall be as directed by the Utah State Engineer or his representative at the outlet works of \_\_\_\_\_ reservoir.

5. The District shall have no obligation to provide works or facilities of any type to conduct the water hereby allotted from its point of delivery to its ultimate place of use.

6. In the event there is a shortage of water caused by drought, inaccuracies in distribution not resulting from negligence, hostile diversion, prior or superior claims or other causes not within the control of the District, no liability shall arise against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom to Petitioner and the payments to the District provided for herein shall not be abated or reduced because of any such shortage or damage. During periods of water shortage, allocations of treated and untreated water for municipal, domestic and industrial use shall have first priority.

7. The Petitioner shall construct, operate and maintain, without cost to the District, the well or spring and appurtenant facilities necessary to secure and accurately measure Petitioner's water supply. The metering or other measuring device installed by Petitioner shall be satisfactory to the Utah State Engineer. The District has no responsibility for the quality or quantity of water that Petitioner is able to secure through the source of Petitioner's well or spring.

8. The basis, the measure and the limit of the right of the Petitioner in the use of water shall rest perpetually in the beneficial application thereof, and the Petitioner agrees to put the water allotted Petitioner hereby to beneficial use in accordance with law.

9. The Petitioner agrees to fully comply with all applicable federal laws, orders and regulations and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

10. Petitioner recognizes that in addition to the tax lien referred to in paragraph 1 above, the above-described land is presently encumbered by a lien created by District Contract No. 01985 in the name of Barbara B. Greiner Anderson, hereinafter the "contract lien." There is presently an outstanding balance owed the District of \$ 0, which petitioner

hereby assumes and agrees to discharge. The unpaid balance of the contract lien shall be assessed simple interest at the rate of n/a % per annum. Petitioner recognizes that the unpaid balance of the contract lien together with the accrued interest shall remain a lien upon the land until discharged. The parties agree further that in the event the in debtedness represented by the contract lien and accrued interest I s not fully discharged on or before n/a, District may cancel this contract, retain both its contract lien and tax lien and inform the State Engineer of the cancellation and request that the corresponding exchange application be invalidated. The District may also elect to foreclose its contract lien against the land.

11. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto but as long as payments are required under Articles 1 (a) and (b) above neither this contract or any assignment or transfer of this contract or any part thereof or interest therein shall be valid until approved by the District's Board of Trustees.

12. The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this contract shall belong to the United States or the Weber Basin Water Conservancy District for the use and benefit of the Weber Basin Project.

Dated this 26 day of Aug, 2013.

Katherine E Orchard

Petitioners and Owners of Land  
above-described

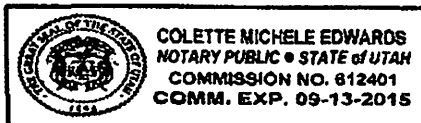
KEO Pineview LLC  
2248 Oneida Street  
Salt Lake City, Utah 84109  
Address

STATE OF Utah )  
                                  : ss.  
COUNTY OF Davis )

On the 26<sup>th</sup> day of August, 2013 personally appeared before me  
Katherine E Orchard the signer(s) of the above  
instrument, who duly acknowledged to me that he executed the same.

Colette Michele Edwards  
NOTARY PUBLIC

(SEAL)



ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of KEO Pineview LLC be granted and an allotment of 1.0 acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 30<sup>th</sup> day of Sept, 2013.

WEBER BASIN WATER CONSERVANCY  
DISTRICT

BY   
Eric B. Storey, Chairman

ATTEST:

  
Tage I. Flint, Secretary

(SEAL)



EXHIBIT "A"

PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 14; RUNNING THENCE NORTH 0D26'33" WEST 1438.29 FEET ALONG THE SECTION LINE; THENCE EAST 649.58 FEET; THENCE SOUTH 0D05'09" EAST 1438.26 FEET TO THE SECTION LINE; THENCE WEST 640.62 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING. CONTAINS 21.30 ACRES. TOGETHER WITH THE FOLLOWING DESCRIBED RIGHT-OF-WAY. A STRIP OF LAND 60 FEET WIDE, 30 FEET EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT WHICH IS NORTH 0D26'33" WEST 1378.29 FEET ALONG THE SECTION LINE AND EAST 619.21 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 14; RUNNING THENCE NORTH 0D05'09" WEST 850.00 FEET; THENCE ALONG THE ARC OF A REGULAR 1129.91 FOOT RADIUS CURVE TO THE LEFT FOR A LENGTH OF 1157 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY FENCE LINE OF THE PINEVIEW-HUNTSVILLE STATE HIGHWAY.