

Account No. 63009

Contract D-1

Lot 17

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

*** JOHN T. RHEES ***, (herein "Petitioner"), hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the allotment of the beneficial use of 1.0 acre-foot of untreated water annually, for irrigation and domestic purposes, on land situated in WEBER, County, Utah, legally described as follows:

Section 21 Township 6N, Range 2E, Acres 93

Tax Serial No (s): 21-035-0005, 21-024-0010, & 21-024-0035

ALL THOSE CERTAIN LOTS, PIECES OR PARCELS OF LAND SITUATED WITHIN WEBER COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED UPON SEPARATE SCHEDULE "A" HERETO ATTACHED AND MADE A PART HEREOF.

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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.

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DOUG CROFTS, WEBER COUNTY RECORDER
11-OCT-02 808 AM FEE \$0.00 DEP JPM
REC FOR: WEBER.BASIN.WATER.CONSERV.DIST

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 PINEVIEW 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.

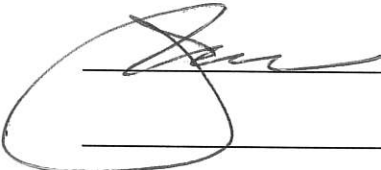
8. The basis, the measure and the limit of the right of the Petitioner in the use of water shall rest perpetually in the beneficial application thereof, and the Petitioner agrees to put the water allotted Petitioner hereby to beneficial use in accordance with law. The Purchaser shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

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. 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.

11. 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 23 day of AUGUST, 2002.



Petitioners and Owners of Land
above-described

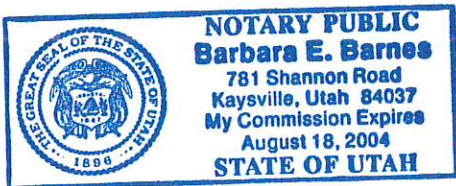
JOHN T. RHEES
P.O. BOX 389
HUNTSVILLE, UT 84317
Address

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 23 day of AUGUST, 2002, personally appeared before me JOHN T. RHEES, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.



NOTARY PUBLIC



Residing at: _____
My Commission Expires: _____

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ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of *** JOHN T. RHEES *** be granted and an allotment of 1.0 acre-foot 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 23 Day of AUGUST, 2002.

WEBER BASIN WATER
CONSERVANCY DISTRICT

BY Wayne B. Gibson
Wayne B. Gibson, Chairman

ATTEST:

Tage I. Flint
Tage I. Flint - Secretary



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SCHEDULE "A"

A part of the North Half of Section 21, and the South Half of Section 16, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 1286 feet West; South (South $0^{\circ}10'33''$ West) 2640 feet to the center of a 2 rod roadway; West 440 feet (North $89^{\circ}42'47''$ West 397.01 feet) to the center of a 2 rod road; North $5^{\circ}30'$ East 1031.4 feet (North $4^{\circ}43'36''$ East 1030.40 feet) along said centerline and North $1^{\circ}00'$ East 316.00 feet from the Northeast corner of the Northwest Quarter of said Section 21; said point of beginning being 985.31 feet South $89^{\circ}42'47''$ East along the Section Line and 1296.73 feet South from the Northwest Quarter of said Section 21; and running thence North $82^{\circ}31'$ West 635.00 feet along an existing roadway; thence North $3^{\circ}17'$ East 545.70 feet along an existing roadway to a point being described of record as the South line of the Wangsgard property; thence North $84^{\circ}18'$ East 98.15 feet; thence North $1^{\circ}42'$ West 350 feet, more or less, to a point being described of record as the South line of the Allen property; thence North $88^{\circ}25'$ East 320 feet, more or less, to a point being described of record as the Southeast corner of Allen property; thence North 311 feet (301.75 feet calculated) to the North line of said Section 21; thence West (North $89^{\circ}42'47''$ West) 26.63 feet along said Section line to a point being

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767.50 feet South 89°42'47" East along the Section line from the Northwest corner of said Section 21; thence North 8°00' West 316.04 feet; thence North 5°37'42" East 545.54 feet to the South line of Mountain Valley Meadows Subdivision as it is staked on the ground; thence South 86°44' East 546.70 feet along said South line; thence South 3°03' East 2.60 feet; thence North 02°53'54" East 802.87 feet to the projection of an existing fence line; thence South 0°13'40" East 4.94 feet along said existing fence projection to the center of the North branch of the South Fork of the Ogden River; thence along said River the following three (3) courses: Southeasterly along the arc of a 70.60 foot radius curve to the right a distance of 53.51 feet (Long Chord bears South 61°10'26" East 52.24 feet); South 39°27'40" East 294.10 feet; and South 58°54'45" East 254.54 feet to the Quarter Section line; thence South 0°19' West 541.79 feet along said Quarter Section line to a point on the Section line; thence South 89°42'47" East 712.61 feet along said Section line to an existing fence corner; thence South 0°10'33" West 395.67 feet along said existing fence to the center of the South branch of the South Fork of the Ogden River; thence along said River the following nine (9) courses: South 68°36'32" West 93.40 feet; North 78°00' West 85.00 feet; North 47°30' West 145.00 feet; South 70°10'34" West 261.83 feet; South 26°40'07" West 285.92 feet; South 42°46'28" West 608.06 feet; North 84°04'09" West 247.07 feet; South 51°48'57" West 282.25 feet; and South 51°06'43" West

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223.34 feet; thence North $1^{\circ}11'12''$ West 563.99 feet to an existing boundary line fence; thence South $82^{\circ}34'24''$ West 573.89 feet along said fence and fence projection; thence South $1^{\circ}00'$ West 381.08 feet to the point of beginning.

SUBJECT TO an existing road along the Southerly and Westerly sides of the above described property.

ALSO SUBJECT TO AND TOGETHER WITH A 60-FOOT WIDE RIGHT-OF WAY described as follows:

A part of the West half of Section 21, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U. S. Survey:

Beginning at a point which is 1286 feet West; South (South $0^{\circ}10'33''$ West) 2640 feet to the center of a 2 rod roadway; West 440 feet (North $89^{\circ}42'47''$ West 397.01 feet) to the center of a 2 rod road; North $5^{\circ}30'$ East 1031.4 feet (North $4^{\circ}43'36''$ East 1030.40 feet) along said Centerline, and North $1^{\circ}00'$ East 316.00 feet from the Northeast corner of the Northwest Quarter of said Section 21; and running thence North $82^{\circ}31'$ West 30.19 feet; thence North $01^{\circ}00'$ East 373.22 feet to an existing fence projection; thence North $82^{\circ}34'24''$ East 60.66 feet along said projection; thence South $1^{\circ}00'$ West 467.61 feet; thence South $4^{\circ}35'04''$ West 45.00 feet to an existing fence; thence North $22^{\circ}12'49''$ West 49.41 feet and North $39^{\circ}08'31''$ West 11.96 feet along said existing fence; thence North $1^{\circ}00'$ East 72.45 feet to the point of beginning.

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and that the said partnership executed the same.

Also:

A part of the Southwest Quarter of Section 16, and the Southeast Quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S.

Survey:

Beginning at a point 602.00 feet North $0^{\circ}23'33''$ West along the Section line from the Southwest corner of said Section 16; and running thence North $79^{\circ}46'$ East 161.00 feet; thence North $65^{\circ}56'$ East 540.00 feet; thence North $8^{\circ}00'$ West 8.78 feet to the South line of Mountain Valley Meadows Subdivision as it is staked on the ground; thence South $86^{\circ}44'$ East 131.07 feet along said South line; thence South $5^{\circ}37'42''$ West 545.54 feet; thence South $89^{\circ}00'$ West 594.00 feet; thence North $82^{\circ}30'$ West 132.89 feet to the Section line; thence South $0^{\circ}23'33''$ East 13.13 feet along said Section line; thence North $82^{\circ}30'$ West 569.82 feet; thence North $5^{\circ}00'$ West 325.00 feet; thence South $80^{\circ}12'$ East 600.00 feet to the Section line; thence North $0^{\circ}23'33''$ West 3.00 feet along said Section line to the point of beginning.

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and that the said partnership executed the same.



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