

**STATE OF UTAH -- DIVISION OF WATER RIGHTS -- DATA PRINT OUT for E5545(35-13071)**

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 05/04/2016 Page 1

EXCHANGE: E5545 (35-13071) BASE WATER RIGHT: 35-7397 STOCK/CONTRACT NUMBER: 28159 COUNTY TAX ID#: Multiple

RIGHT EVIDENCED BY: U.S. Bureau of Recl. & Contract with Weber Basin Water Conservancy District under 35-7397 (A10989)

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WATER COMPANY/DISTRICT ASSOCIATED WITH THIS EXCHANGE: \*  
Weber Basin Water Conservancy District

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OWNERSHIP\*\*\*\*\*  
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\*  
NAME: Bradford J and Amy M Dobson  
ADDR: 3086 South 800 West  
Syracuse UT 84074  
REMARKS: Joint Tenants

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DATES, ETC.\*\*\*\*\*  
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FILED: 11/12/2015|PRIORITY: 11/12/2015|ADV BEGAN: 12/03/2015|ADV ENDED: 12/10/2015|NEWSPAPER: Standard Examiner  
ProtestEnd:12/30/2015|PROTESTED: [No ]|HEARNG HLD: |SE ACTION: [Approved]|ActionDate:01/22/2016|PROOF DUE: 01/31/2021  
EXTENSION: |Elec-Proof:[ ]|El-PrFiled: |CERT/WUC: |LAP, ETC: |LAPS LETTR:  
RushLetter: |RENOVATE: |RECON REQ: |TYPE: [ ]

Status: [Approved ]  
Related Distribution System: Not part of any Distribution System

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\*\*\*\*\*CURRENT RIGHT\*\*\*\*\*  
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FLOW: 1.00000 acre-feet  
SOURCE: Pineview Reservoir  
COUNTY: Weber

POINT OF DIVERSION -- SURFACE:  
(1) N 1699 ft E 603 ft from S4 cor, Sec 16, T 6N, R 1E, SLBM  
Diverting Works: Pineview Reservoir Source: Ogden River

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USES OF EXCHANGE\*\*\*\*\* ELU -- Equivalent Livestock Unit (cow, horse, etc.) \*\*\*\*\* EDU -- Equivalent Domestic Unit or 1 Family  
.....  
###OTHER Irrigation, domestic, municipal, industrial, power & stockwatering. Supplementl. PERIOD OF USE: 01/01 TO 12/31

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\*\*\*\*\*PROPOSED EXCHANGE\*\*\*\*\*  
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FLOW: 1.00000 acre-feet PERIOD OF USE: 01/01 TO 12/31  
SOURCE: Underground Water Well  
COUNTY: Weber COMMON DESCRIPTION: East Huntsville

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LOCATION OF WATER RIGHT\*\*\*\*\*  
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POINT OF EXCHANGE -- UNDERGROUND:  
(1) N 983 ft E 45 ft from SW cor, Sec 16, T 6N, R 2E, SLBM  
DIAMETER OF WELL: 6 ins. DEPTH: 105 to ft. YEAR DRILLED: 1976 WELL LOG? Y WELL ID#: 10007

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POINT OF RELEASE:

FLOW: 1.00000 acre-feet PERIOD OF USE: 01/01 TO 12/31

\*\*\*Location of Release Point(s) is the SAME as Point(s) of Diversion in CURRENT RIGHT above.

USES OF EXCHANGE\*\*\*\*\* ELU -- Equivalent Livestock Unit (cow, horse, etc.) \*\*\*\*\* EDU -- Equivalent Domestic Unit or 1 Family

SUPPLEMENTAL GROUP NO. 637809.

IRRIGATION: 0.18330 acres PERIOD OF USE: 04/01 TO 10/31

DOMESTIC: 1.0000 EDUs PERIOD OF USE: 01/01 TO 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 16 T 6N R 2E SLBM *											0.1833						0.1833

OTHER COMMENTS\*\*\*\*\*

County Tx No.: 21-024-0008 and 21-026-0019

\*\*\*\*\*  
\*\*\*\*\*E N D O F D A T A\*\*\*\*\*  
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STATE OF UTAH -- DIVISION OF WATER RIGHTS -- DATA PRINT OUT for E5570(35-13105)

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 05/04/2016 Page 1

EXCHANGE: E5570 (35-13105) BASE WATER RIGHT: 35-7397 STOCK/CONTRACT NUMBER: 15539 COUNTY TAX ID#: 21-026-0121

RIGHT EVIDENCED BY: U.S. Bureau of Recl. & Contract with Weber Basin Water Conservancy District under 35-7397 (A10989)

WATER COMPANY/DISTRICT ASSOCIATED WITH THIS EXCHANGE:
Weber Basin Water Conservancy District

OWNERSHIP\*\*\*\*\*

NAME: Bradford and Amy Dobson
ADDR: 3086 S 800 W
Syracuse, UT 84075

DATES, ETC.\*\*\*\*\*

FILED: 03/11/2016|PRIORITY: 03/11/2016|ADV BEGAN: 03/24/2016|ADV ENDED: 03/31/2016|NEWSPAPER: Standard Examiner
ProtestEnd:04/20/2016|PROTESTED: [ ]|HEARNG HLD: |SE ACTION: [ ]|ActionDate: |PROOF DUE:
EXTENSION: |Elec-Proof:[ ]|El-PrFiled: |CERT/WUC: |LAP, ETC: |LAPS LETTR:
RushLetter: |RENOVATE: |RECON REQ: |TYPE: [ ]

Status: [Unapproved ]
Related Distribution System: 35-OGDEN RIVER

\*\*\*\*\*CURRENT RIGHT\*\*\*\*\*

FLOW: 4.00000 acre-feet
SOURCE: Pineview Reservoir
COUNTY: Weber

POINT OF DIVERSION -- SURFACE:
(1) N 1699 ft E 603 ft from S4 cor, Sec 16, T 6N, R 1E, SLBM
Diverting Works: Pineview Reservoir Source: Ogden River

\*\*\*\*\*USES OF EXCHANGE\*\*\*\*\* ELU -- Equivalent Livestock Unit (cow, horse, etc.) \*\*\*\*\* EDU -- Equivalent Domestic Unit or 1 Family

###OTHER Irrigation, domestic, municipal, industrial, power & stockwatering. Supplementl. PERIOD OF USE: 01/01 TO 12/31

\*\*\*\*\*PROPOSED EXCHANGE\*\*\*\*\*

FLOW: 4.00000 acre-feet PERIOD OF USE: 01/01 TO 12/31
SOURCE: Underground Water Wells (4)
COUNTY: Weber COMMON DESCRIPTION: East Huntsville

\*\*\*\*\*LOCATION OF WATER RIGHT\*\*\*\*\*

POINTS OF EXCHANGE -- UNDERGROUND:

- (1) N 1380 ft E 50 ft from SW cor, Sec 16, T 6N, R 2E, SLBM
DIAMETER OF WELL: 6 ins. DEPTH: 100 to 500 ft. YEAR DRILLED: WELL LOG? WELL ID#:
COMMENT: Lot # 4
(2) N 1580 ft W 190 ft from SE cor, Sec 17, T 6N, R 2E, SLBM
DIAMETER OF WELL: 6 ins. DEPTH: 100 to 500 ft. YEAR DRILLED: WELL LOG? WELL ID#:
COMMENT: Lot # 3
(3) N 1830 ft W 200 ft from SE cor, Sec 17, T 6N, R 2E, SLBM
DIAMETER OF WELL: 6 ins. DEPTH: 100 to 500 ft. YEAR DRILLED: WELL LOG? WELL ID#:
COMMENT: Lot # 2
(4) N 1340 ft W 190 ft from SE cor, Sec 17, T 6N, R 2E, SLBM
DIAMETER OF WELL: 6 ins. DEPTH: 100 to 500 ft. YEAR DRILLED: WELL LOG? WELL ID#:
COMMENT: Lot # 1

POINT OF RELEASE:

FLOW: 4.00000 acre-feet PERIOD OF USE: 01/01 TO 12/31

\*\*\*Location of Release Point(s) is the SAME as Point(s) of Diversion in CURRENT RIGHT above.

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 USES OF EXCHANGE\*\*\*\*\* ELU -- Equivalent Livestock Unit (cow, horse, etc.) \*\*\*\*\* EDU -- Equivalent Domestic Unit or 1 Family  
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SUPPLEMENTAL GROUP NO. 638097.

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 IRRIGATION: 0.58400 acres PERIOD OF USE: 04/01 TO 10/31  
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 STOCKWATER: 16.0000 Stock Units PERIOD OF USE: 01/01 TO 12/31  
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 DOMESTIC: 4.0000 EDUs PERIOD OF USE: 01/01 TO 12/31  
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###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 16 T 6N R 2E SLBM	*				*				*				*				0.0000
Sec 17 T 6N R 2E SLBM	*				*				*				*	X		X	0.5840

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 OTHER COMMENTS\*\*\*\*\*  
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Contract Date: Feb 23, 2016

The 4.0 AF is to be divided equally between the four lots. Each lot will get one domestic, 4 stock and 0.146 acre of irrigation.

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 \*\*\*\*\*E N D O F D A T A\*\*\*\*\*  
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East  
Huntsville

Account No. 15539

Replacement Contract/District 2

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

Bradford & Amy Dobson (herein "Petitioner") hereby applies to the Weber Basin Water Conservancy District (herein "District") for the allotment of the beneficial use of 4.00 acre-feet of untreated replacement water annually, for irrigation and domestic purposes, on land situated in Weber County, Utah, legally described as follows:

Section 17, Township 6N, Range 2E, Acres 13+

Tax I.D. No.(s): 21-026-0121

Description of Lands:

**See Attached "Exhibit A"**

1. APPROVAL BY DISTRICT. In the event that the District grants this petition by executing the Order on Petition, attached hereto, this instrument shall be a contract between the Petitioner and the District (sometimes referred to herein as the "Contract"), which Contract shall be effective on the date upon which the District enters the Order on Petition.

2. OBLIGATION TO PAY. In consideration of such allotment and upon condition that this Petition is granted by the District, Petitioner agrees:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be \$264.43 per acre-foot of water. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the

20/11

year following the year for which the estimate was made.

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

(c) The first payment of the amounts so fixed shall be a tax lien upon the above-described land and the Petitioner shall be bound by 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.

(d) Notwithstanding any of the forgoing, the District shall be entitled to change the charging structure of this Contract, including the amounts charged under this Contract, as determined from time to time by the District's Board of Trustees. The District may, in its sole and absolute discretion, change the billing structure outlined herein, including but not limited to changing that billing structure so that the Petitioner is billed based on the amounts of water used ("bill for use"), such that the District may choose to charge by the unit or gallon delivered or used, and may institute tiers that provide for increasing charges for each such unit based on the total use. As outlined in this Contract, Petitioner is obligated to install appropriate metering and measuring devices. Petitioner agrees that any such meter will satisfy all requirements of the District and will properly measure water usage, which measurement may be used by the District in determining any overuse, as outlined below, and in determining the appropriate charge under any bill for use payment structure adopted by the District under this paragraph.

(e) Petitioner recognizes that in addition to the tax lien referred to in paragraph 2 above, the above-described land is presently encumbered by a lien created by District Contract No. 28163 in the name of W Hyrum Hardcastle Enterprizes, hereinafter the "contract lien." There is presently an outstanding balance owed the District of \$0.00, which petitioner hereby assumes and agrees to discharge. The unpaid balance of the contract lien shall be assessed simple interest at the rate of 18 % 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 indebtedness represented by the contract lien and accrued interest is 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.

3. PENALTY FOR DELINQUENCY: Every installment or charge required to be paid to the District under this Contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at a rate of 18% APR.

4. REMEDIES IN CASE OF DEFAULT: If the Petitioner shall fail to make any payment due hereunder on or before the due date, the District may refuse the delivery of water, or upon written notice to Petitioner, cancel this Contract in its entirety, but either or both of these remedies are not exclusive. The District may exercise any other remedy given by this Contract or by law to enforce collection of any payment due hereunder.

5. USE OF WATER. 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 for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.

6. OVERUSE. The amount of water to which the Petitioner is entitled annually shall not exceed the allotted amount as described above. In the event that Petitioner receives water in excess of the allotted amount in any given year, whether intentionally or unintentionally, the Petitioner will be billed for the excess water at a rate or rates fixed from time to time by the Board of Trustees of the District. Payment for use of water in excess of the allotted amount shall be paid within 30 days from notification by the District. Failure to make payment in full by the due date will result in the total amount being levied as a tax lien in future years, and, at the District's sole discretion, in the discontinuation of service until payment in full is received by the District.

7. UTAH STATE ENGINEER. 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, and the District will not be obligated to deliver water to the Petitioner as herein provided, until Petitioner first receives an approved exchange application from the Utah State Engineer. It is the responsibility of the Petitioner to obtain such approved exchange application.

8. DELIVERY OF WATER. 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. 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.

9. WATER SHORTAGE. 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 drinking water for municipal and domestic use and treated and untreated water for industrial use shall have first priority.

10. WATER CONSERVATION. The Petitioner shall, at a minimum, take the following actions to conserve and protect water: (i) keep water use within the District's conservation goals (ii) follow all applicable water use restrictions for landscape watering; (iii) follow all applicable landscape ordinances.

11. FACILITIES. The Petitioner shall construct, operate and maintain, without cost to the district, the well 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.

12. BENEFICIAL USE. 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 Petitioner shall have no right to hold over or accumulate water from year to year, nor to

sell or rent the water.

13. ACCOUNTING AND WATER SUPPLY RECORDS. The Petitioner shall maintain a set of books and records, satisfactory to the District, which shall keep and furnish suitable records of water supply and the disposition thereof. The Petitioner agrees to provide the above information and documentation to the District upon request, and within 30 days of any such request.

14. COMPLIANCE WITH LAW. 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.

15. INDEMNIFICATION. Petitioner agrees to indemnify, protect, and save and hold the District harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under the Contract or from the non-fulfillment of any covenant or agreement on the part of Petitioner under or relating to this instrument, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.

16. NUMBER AND JOINT LIABILITY. In this instrument, the singular number includes the plural and the plural number includes the singular. If this instrument is executed by more than one person, firm, partnership or corporation, the obligations of each such person, firm, partnership or corporation hereunder shall be joint and several.

17. NO THIRD-PARTY BENEFICIARIES. Nothing herein shall be interpreted or construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Petitioner and their respective successors and permitted assigns.

18. GOVERNING LAW; JURISDICTION. This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Petitioner submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Petitioner waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

19. INTERPRETATION. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term



"person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

20. WAIVER. No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

21. SUCCESSION AND ASSIGNMENT. The Contract shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Petitioner may not assign the Contract or any of its rights, interests, or obligations thereunder without the prior written approval of the District.

22. FURTHER ACTS. The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Contract.

23. INCORPORATION OF RECITALS. The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.

24. INTEGRATION. This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.

25. AMENDMENTS. This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Petitioner. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Petitioner.

26. EXPENSES OF ENFORCEMENT. In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the other party all costs and expenses,

including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

27. EFFECTIVE DATE. This Contract shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.

28. REUSE. 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 District for the use and benefit of the District.

29. NOTICE. Any notice herein required to be given to the Petitioner shall be sufficiently given if sent by mail addressed to the Petitioner at the address listed below, or if sent by electronic mail addressed to the Petitioner at the email address listed below, if any such email address is listed, or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

30. AUTHORIZED EXECUTION. The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that such execution presents no conflict with any other agreement of such party.

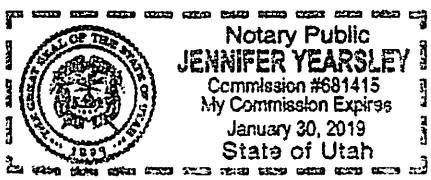
Bradford J. Dobson  
Amy M. Dobson  
Petitioners and Owners of Land above-described

Bradford & Amy Dobson  
3086 S 800 W  
Syracuse, UT 8407A5

Address  
bdobson@firstam.com  
Email Address

STATE OF )  
                  ) : ss.  
COUNTY OF )

On the 23 day of Feb, 2016, personally appeared before me  
Bradford J. Dobson & Amy M. Dobson the signer(s) of the above instrument, who duly  
acknowledged to me that he executed the same.



Jennifer Yearsley  
NOTARY PUBLIC

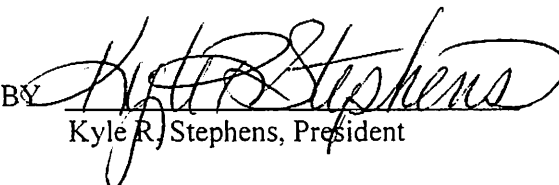
(SEAL)

ORDER ON PETITION


DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Bradford & Amy Dobson be granted and an allotment of 4.00 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 24 day of March, 2016.

WEBER BASIN WATER CONSERVANCY DISTRICT

BY   
Kyle R. Stephens, President

ATTEST:

  
Tage I. Flint, Secretary

(SEAL)



## EXHIBIT A

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 500 SOUTH STREET AND THE EAST RIGHT OF WAY LINE OF 8600 EAST STREET, WHICH POINT IS NORTH 89°25'00" WEST 630.04 FEET AND SOUTH 0°35'00" WEST 760.64 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 17, AND RUNNING THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 8600 EAST STREET SOUTH 3°48'02" EAST 649.95 FEET TO A FENCE LINE, THENCE ALONG SAID FENCE LINE THE FOLLOWING TWO (2) COURSES (1) NORTH 84°55'28" EAST 141.83 FEET AND (2) NORTH 82°14'11" EAST 54.45 FEET, THENCE SOUTH 0°26'37" EAST 311.80 FEET TO AN EXISTING FENCE LINE, THENCE SOUTH 84°37'59" WEST ALONG SAID FENCE LINE 192.95 FEET TO THE SAID EAST RIGHT OF WAY LINE OF 8600 EAST STREET, THENCE ALONG SAID RIGHT OF WAY SOUTH 7°46'48" EAST 191.05 FEET, THENCE SOUTH 80°26'49" EAST 540.99 FEET TO THE EAST LINE OF SAID SECTION 17, THENCE ALONG SAID SECTION LINE SOUTH 0°04'49" EAST 53.40 FEET THENCE NORTH 79°33'11" EAST 161.00 FEET, THENCE NORTH 66°15'20" EAST 58.55 FEET TO THE SOUTHWEST CORNER OF MOUNTAIN VALLEY MEADOWS SUBDIVISION, A SUBDIVISION IN WEBER COUNTY UTAH, THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES (1) NORTH 5°50'40" WEST 524.66 FEET (2) NORTH 8°25'40" WEST 206.66 FEET AND (3) NORTH 4°27'40" WEST 494.23 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID 500 SOUTH STREET, THENCE ALONG SAID RIGHT OF WAY NORTH 88°39'30" WEST 730.59 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY: PART OF THE SOUTHEAST QUARTER OF SECTION 17 AND THE SOUTHWEST QUARTER OF SECTION 16 TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT ON THE SECTION LINE WHICH SOUTH 0°04'49" EAST 1605.10 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 17 AND RUNNING THENCE NORTH 76°34'25" EAST 173.72 FEET TO THE WEST BOUNDARY OF MOUNTAIN VALLEY MEADOWS SUBDIVISION, A SUBDIVISION IN WEBER COUNTY, UTAH THENCE ALONG SAID SUBDIVISION SOUTH 5°50'40" EAST 427.85 FEET, THENCE SOUTH 66°14'44" WEST 58.55 FEET THENCE SOUTH 79°33'11" WEST 161.00 FEET TO THE EAST LINE OF SAID SECTION 17, THENCE ALONG SAID SECTION LINE NORTH 0°04'49" WEST 53.40 FEET, THENCE NORTH 80°26'49" WEST 540.99 FEET TO THE EAST RIGHT OF WAY LINE OF 8600 EAST STREET, THENCE ALONG SAID RIGHT OF WAY NORTH 7°46'48" WEST 191.05 FEET TO AN EXISTING FENCE LINE, THENCE NORTH 84°37'59" EAST ALONG SAID FENCE LINE 192.95 FEET, THENCE NORTH 76°34'25" EAST 377.00 FEET TO THE POINT OF BEGINNING. [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.]

East  
Huntsw

Account No. 15538

Replacement Contract/Project

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

Bradford & Amy Dobson (herein "Petitioner") hereby applies to the Weber Basin Water Conservancy District (herein "District") for the allotment of the beneficial use of 1.00 acre-foot of untreated replacement water annually, for irrigation and domestic purposes, on land situated in Weber County, Utah, legally described as follows:

Section 16 & 17, Township 6N, Range 2E, Acres 5+

Tax I.D. No.(s): 21-026-0120

Description of Lands:

PART OF THE SOUTHEAST QUARTER OF SECTION 17 AND THE SOUTHWESTQUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT ON THE SECTION LINE WHICH SOUTH 0D04'49" EAST 1605.10 FEET FROM THE EAST QUARTERCORNER OF SAID SECTION 17 AND RUNNING THENCE NORTH 76D34'25" EAST 173.72 FEET TO THE WEST BOUNDARY OF MOUNTAIN VALLEYMEADOWS SUBDIVISION, A SUBDIVISION IN WEBER COUNTY UTAH, THENCE ALONG SAID SUBDIVISION SOUTH 5D50'40" EAST 427.85 FEET, THENCE SOUTH 66D14'44" WEST 58.55 FEET THENCE SOUTH 79D33'11" WEST 161.00 FEET TO THE EAST LINE OF SAID SECTION 17 THENCE ALONG SAID SECTION LINE NORTH 0D04'49" WEST 53.40 FEET, THENCE NORTH 80D26'49" WEST 540.99 FEET TO THE EAST RIGHT OF WAY LINE OF 8600 EAST STREET, THENCE ALONG SAID RIGHT OF WAY NORTH 7D46'48" WEST 191.05 FEET TO AN EXISTING FENCE LINE, THENCE NORTH 84D37'59" EAST ALONG SAID FENCE LINE 192.95 FEET, THENCE NORTH 76D34'25" EAST 377.00 FEET TO THE POINT OF BEGINNING. [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.]

1. APPROVAL BY DISTRICT. In the event that the District grants this petition by executing the Order on Petition, attached hereto, this instrument shall be a contract between the

Petitioner and the District (sometimes referred to herein as the "Contract"), which Contract shall be effective on the date upon which the District enters the Order on Petition.

2. OBLIGATION TO PAY. In consideration of such allotment and upon condition that this Petition is granted by the District, Petitioner agrees:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be \$104.86 per acre-foot of water. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the year following the year for which the estimate was made.

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

(c) The first payment of the amounts so fixed shall be a tax lien upon the above-described land and the Petitioner shall be bound by 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.

(d) Notwithstanding any of the forgoing, the District shall be entitled to change the charging structure of this Contract, including the amounts charged under this Contract, as determined from time to time by the District's Board of Trustees. The District may, in its sole and absolute discretion, change the billing structure outlined herein, including but not limited to changing that billing structure so that the Petitioner is billed based on the amounts of water used ("bill for use"), such that the District may choose to charge by the unit or gallon delivered or used, and may institute tiers that provide for increasing charges for each such unit based on the total use. As outlined in this Contract, Petitioner is obligated to install appropriate metering and measuring devices. Petitioner agrees that any such meter will satisfy all requirements of the District and will properly measure water usage, which measurement may be used by the District in determining any overuse, as outlined below, and in determining the appropriate charge under any bill for use payment structure adopted by the District under this paragraph.

(e) Petitioner recognizes that in addition to the tax lien referred to in paragraph 2 above, the above-described land is presently encumbered by a lien created by District Contract No. 28159 in the name of W Hyrum Hardcastle Enterprises, hereinafter the "contract lien." There is presently an outstanding balance owed the District of \$0.00, which petitioner hereby assumes and agrees to discharge. The unpaid balance of the contract lien shall be assessed simple interest at the rate of 18 % 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

18. GOVERNING LAW; JURISDICTION. This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Petitioner submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Petitioner waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

19. INTERPRETATION. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

20. WAIVER. No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

21. SUCCESSION AND ASSIGNMENT. The Contract shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Petitioner may not assign the Contract or any of its rights, interests, or obligations thereunder without the prior written approval of the District.

22. FURTHER ACTS. The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Contract.

23. INCORPORATION OF RECITALS. The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.

24. INTEGRATION. This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or



oral or written, with respect to the subject matter hereof, except as set forth herein, and no party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.

25. AMENDMENTS. This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Petitioner. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Petitioner.

26. EXPENSES OF ENFORCEMENT. In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the other party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

27. EFFECTIVE DATE. This Contract shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.

28. REUSE. 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 District for the use and benefit of the District.

29. NOTICE. Any notice herein required to be given to the Petitioner shall be sufficiently given if sent by mail addressed to the Petitioner at the address listed below, or if sent by electronic mail addressed to the Petitioner at the email address listed below, if any such email address is listed, or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

30. AUTHORIZED EXECUTION. The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that such execution presents no conflict with any other agreement of such party.

Bradford Dobson

Amy Dobson  
Petitioners and Owners of Land above-described

Bradford & Amy Dobson

3086 S 800 W

Syracuse, UT 84074.5

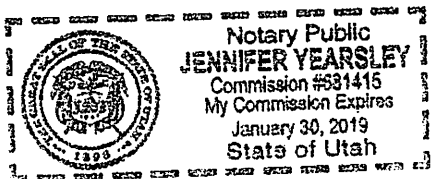
Address

bdobson@firstam.com

Email Address

STATE OF )  
                  ) : ss.  
COUNTY OF )

On the 23rd day of Feb., 2016, personally appeared before me  
Bradford Dobson and Amy Dobson the signer(s) of the above instrument, who duly  
acknowledged to me that he executed the same.



(SEAL)


Jennifer Yearsley  
NOTARY PUBLIC

ORDER ON PETITION


DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Bradford & Amy Dobson be granted and an allotment of 1.00 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 24 day of March, 2016.

WEBER BASIN WATER CONSERVANCY DISTRICT

BY   
Kyle R. Stephens, President

ATTEST:

  
Tage I. Flint, Secretary

(SEAL)

