

Weber-Morgan Health Department
Environmental Health Division
477 23rd Street
Ogden, UT 84401

Well/Spring Permit

WESTWOOD EDEN LLC
35-13798 (Lot 4)
1900 N 7800 E
EDEN, UT 84317

MIKE ZIMMERMAN #527

APRIL 7, 2021

Permit Date



Brian Cowan, MPH, LEHS, Health Officer

Post in Public View — Non-Transferable

Weber-Morgan Health Department
Environmental Health Division
477 23rd Street
Ogden, UT 84401

Well/Spring Permit

WESTWOOD EDEN LLC
35-13797 (Lot 3)
1900 N 7800 E
EDEN, UT 84317

MIKE ZIMMERMAN #527

APRIL 7, 2021

Permit Date



Brian Cowan, MPH, LEHS, Health Officer

Post in Public View — Non-Transferable

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Weber-Morgan Health Department
Environmental Health Division

477 23rd Street
Ogden, UT 84401

Well/Spring Permit

WESTWOOD EDEN LLC
35-13796 (Lot2)
1900 N 7800 E
EDEN, UT 84317

MIKE ZIMMERMAN #527

APRIL 7, 2021

Permit Date



Brian Cowan, MPH, LEHS, Health Officer

Post in Public View — Non-Transferable

Weber-Morgan Health Department
Environmental Health Division
477 23rd Street
Ogden, UT 84401

Well/Spring Permit

WESTWOOD EDEN LLC
35-13795 (Lot1)
1900 N 7800 E
EDEN, UT 84317

MIKE ZIMMERMAN #527

APRIL 7, 2021

Permit Date



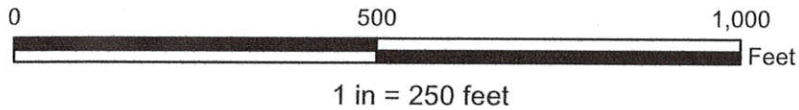
Brian Cowan, MPH, LEHS, Health Officer






Post in Public View — Non-Transferable



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Exchange Application Map Contract #77700



-  Point of Diversion
-  Place of Use
-  Parcel
-  Section
-  Forty

More than one point of diversion

ORDER OF THE STATE ENGINEER
Exchange Application Number
35-13795 (E6097)
Page 5

WESTWOOD EDEN LLC
3130 W 3600 S
WEST HAVEN UT 84401

- - - - -



SPENCER J. COX
Governor
DEIDRE M. HENDERSON
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

Division of Water Rights

BRIAN C. STEED
Executive Director

TERESA WILHELMSSEN
State Engineer/Division Director

ORDER OF THE STATE ENGINEER For Exchange Application Number 35-13795 (E6097)

Exchange Application Number 35-13795 (E6097) in the name of Westwood Eden LLC was filed on December 21, 2020, to exchange 1.00 acre-foot of water, as evidenced by Water Right Number 35-827 (A27608) owned by the U.S. Bureau of Reclamation and a contract (Number 77700 associated with Tax I.D. Number 21-005-0030) for its use with Weber Basin Water Conservancy District (WBWCD). The 1.00 acre-foot of water is to be released from Pineview Reservoir and, in lieu thereof, 1.00 acre-foot of water will be diverted from: (1) Well - South 390 feet and West 1308 feet from the NE Corner of Section 6, T6N, R2E, SLB&M (8-inch well, 100-500 feet deep); and (2) Well - South 265 feet and West 1112 feet from the NE Corner of Section 6, T6N, R2E, SLB&M (8-inch well, 100-500 feet deep). The water is to be used for the irrigation of 0.1833 acre from April 1 to October 31; and year-round, indoor, domestic requirements of 1.00 equivalent domestic unit (EDU). The water is to be used in all or portion(s) of Section 6, T6N, R2E, SLB&M and Section 31, T7N, R2E, SLB&M.

Notice of the exchange application was published in the Standard Examiner on January 7 and 14, 2021. No protests were received.

It is the opinion of the State Engineer that this exchange application can be approved without adversely affecting existing rights. The applicant is put on notice that diligence must be shown in pursuing the development of this application, which can be demonstrated by the completion of the project as proposed in the exchange application.

It is, therefore, **ORDERED** and Exchange Application Number 35-13795 (E6097) is hereby **APPROVED** subject to prior rights and the following conditions:

- 1) The basis for this exchange right is a contract between the applicant and WBWCD. This contract must be maintained for this exchange to remain valid. No water may be withdrawn under this application if a contract is not in effect.
- 2) Total diversion under this exchange application is limited to 1.00 acre-foot of water per year for the irrigation of 0.1833 acre (0.55 acre-foot) from April 1 to October 31; and year-round, indoor, domestic requirements of 1.00 EDU (0.45 acre-foot).
- 3) The water being exchanged shall be released from Pineview Reservoir into Ogden River as called for by the river commissioner.
- 4) The applicant shall construct or install and maintain controlling works and a measuring device as required by Section 73-5-4 of Utah Code.

ORDER OF THE STATE ENGINEER

Exchange Application Number

35-13795 (E6097)

Page 2

The applicant is strongly cautioned that other permits may be required before any development of this application can begin and it is the responsibility of the applicant to determine the applicability of and acquisition of such permits. Once all other permits have been acquired, this is your authority to develop the water under the above referenced application which under Sections 73-3-10 and 73-3-12, Utah Code Annotated, 1953, as amended, must be diligently prosecuted to completion. The water must be put to beneficial use and proof must be filed on or before **March 31, 2026**, or a request for extension of time must be acceptably filed; otherwise, the application will be lapsed. This approval is limited to the rights to divert and beneficially use water and does not grant any rights of access to, or use of land or facilities not owned by the applicant.

When the work is complete, an Affidavit of Beneficial Use may be submitted by an applicant without hiring a proof professional if it qualifies under statute. An affidavit qualifies if all of the following criteria are met:

- The water right is associated with a residence, either full- or part-time. (NOTE: Any irrigation or stock use on the affidavit must be associated with the residence.)
- The water use is for a quarter acre of irrigation or less.
- The water use is for the watering of ten head of livestock (or equivalent) or less.
- The water use does not include any uses in addition to the three listed above.

As noted, this approval is granted subject to prior rights. The applicant shall be liable to mitigate or provide compensation for any impairment of or interference with prior rights as such may be stipulated among parties or decreed by a court of competent jurisdiction.

Under the authority of Section 73-3-20 of the Utah Code, the applicant is required to submit a proof of diversion and beneficial use of water upon 60 days notification by the State Engineer. The proof shall be in the same form and contain the same elements as required for appropriation or permanent change of water under Section 73-3-16 of the Utah Code Annotated.

Proof of beneficial use is evidence to the State Engineer that the water has been fully placed to its intended beneficial use. By law, it must be prepared by a registered engineer or land surveyor, who will certify to the location, uses and extent of your water right.

Upon the submission of proof as required by Section 73-3-16, Utah Code, for this application, the applicant must identify every source of water used under this application and the amount of water used from that source. The proof must also show the capacity of the sources of supply and demonstrate that each source can provide the water claimed to be diverted under this right as well as all other water rights, which may be approved to be diverted from those sources.

ORDER OF THE STATE ENGINEER

Exchange Application Number

35-13795 (E6097)

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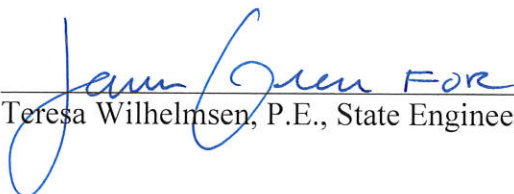
Failure on your part to comply with the requirements of the applicable statutes may result in the lapsing of this exchange application.

It is the applicant's responsibility to maintain a current address with this office and to update ownership of their water right. Please notify this office immediately of any change of address or for assistance in updating ownership. Additionally, if ownership of this water right or the property with which it is associated changes, the records of the Division of Water Rights should be updated. For assistance in updating title to the water right, please contact the Division at the phone number below.

Your contact with this office, should you need it, is with the Weber River/Western Regional Office. The telephone number is 801-538-7240.

This Order is subject to the provisions of Administrative Rule R655-6-17 of the Division of Water Rights and to Sections 63G-4-302, 63G-4-402, and 73-3-14 of the Utah Code which provide for filing either a Request for Reconsideration with the State Engineer or for judicial review with the appropriate District Court. A Request for Reconsideration must be filed in writing with the State Engineer within 20 days of the date of this Order. The written request shall be filed in-person, by mail, or electronically. If the request is filed electronically it shall be submitted to: waterrights@utah.gov, which is the authorized general email for the Division. However, a Request for Reconsideration is not a prerequisite to filing for judicial review. A petition for judicial review must be filed within 30 days after the date of this Order or, if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Dated this 4 day of March, 2021.


Teresa Wilhelmsen, P.E., State Engineer

ORDER OF THE STATE ENGINEER

Exchange Application Number

35-13795 (E6097)

Page 4

Mailed a copy of the foregoing Order this 4 day of March, 2021 to:

Westwood Eden LLC

3130 W 3600 S

West Haven UT 84401

Weber Basin Water Conservancy District

2837 East Highway 193

Layton UT 84040

Cole Panter, River Commissioner

PO Box 741

OGDEN UT 84402

Division of Water Rights

Distribution Section

c/o Susan Odekirk

OGDEN RIVER

BY: Doralee Cannon
Doralee Cannon, Applications/Records Secretary

DRILLER (START) CARD for Exchange Application: E6097(35-13795)

IMPORTANT: THIS CARD MUST BE RECEIVED BY THE DIVISION OF WATER RIGHTS PRIOR TO THE BEGINNING OF WELL CONSTRUCTION -- REQUIRED FOR WELLS DEEPER THAN 30 PROOF DUE/EXPIRATION DATE: March 31, 2026
START CARDS CAN BE SUBMITTED ONLINE WITH THE WATER RIGHT NUMBER OR NON-PRODUCTION WELL NUMBER AND THE PIN.
ONLINE SUBMISSION WATER RIGHT: E6097 ONLINE SUBMISSION PIN: 497336
ONLINE SUBMISSION URL: <http://waterrights.utah.gov/welldrilling/startcardOnline.asp>

OWNER/APPLICANT: Westwood Eden LLC

MAILING ADDRESS: 3130 W 3600 S, West Haven UT 84401

PHONE NUMBER: 801-643-2340

WELL LOCATION: S 390' W 1308' from NE Cor, S06, T 6N , R 2E, SLB&M

WELL UTM COORDINATES: Northing: 436134.249 Easting: 4571452.104

WELL ACTIVITY: NEW(X) REPLACE() REPAIR() DEEPEN()

PROPOSED START DATE: _____

PROJECTED COMPLETION DATE: _____

LICENSE #: _____ LICENSEE/COMPANY: _____

Licensee Signature Date

NOTICE TO APPLICANT: THIS CARD IS TO BE GIVEN TO A UTAH-LICENSED WATER WELL DRILLER FOR SUBMITTAL TO THE DIVISION OF WATER RIGHTS PRIOR TO WELL CONSTRUCTION.
STATE OF UTAH DIVISION OF WATER RIGHTS Phone No. 801-538-7416 - FAX No. 801-538-7467

COMMENTS: _____

START CARDS MAY ALSO SUBMITTED BY PHONE*, FAX, OR EMAIL.
PHONE: 801-538-7416 - FAX: 801-538-7467 - EMAIL: waterrights_wells@utah.gov
*IF THE START CARD IS PHONED IN, THEN THE COMPLETED AND SIGNED START CARD MUST BE RETURNED TO THE DIVISION OF WATER RIGHTS BY FAX, EMAIL, OR MAIL.

APPLICANT CARD for Exchange Application: E6097(35-13795)

IMPORTANT: THIS CARD MUST BE COMPLETED, SIGNED AND RETURNED BY THE WELL OWNER/APPLICANT AS SOON AS THE WELL IS DRILLED BY A LICENSED UTAH WELL DRILLER. PROOF DUE/EXPIRATION DATE: March 31, 2026

OWNER/APPLICANT: Westwood Eden LLC

MAILING ADDRESS: 3130 W 3600 S, West Haven UT 84401

PHONE NUMBER: 801-643-2340

WELL LOCATION: S 390' W 1308' from NE Cor, S06, T 6N, R 2E, SLB&M

WELL UTM COORDINATES: Northing: 436134.249 Easting: 4571452.104

WELL ACTIVITY: NEW(X) REPLACE() REPAIR() DEEPEN()

WELL COMPLETION DATE: _____

NAME OF DRILLING COMPANY/LICENSEE: _____

Owner/Applicant Signature **Date**

NOTICE TO APPLICANT: COMPLETE AND RETURN THIS PORTION UPON FINAL WELL COMPLETION.
DO NOT GIVE THIS CARD TO LICENSED WELL DRILLER. - YOU MUST RETURN IT.
STATE OF UTAH DIVISION OF WATER RIGHTS Phone No. 801-538-7416 - FAX No. 801-538-7467

COMMENTS: _____

START/APPLICANT CARD INSTRUCTIONS: First, for each well, you must give a Driller (Start) Card to licensed driller with whom you contract to construct your well. Second, it is your responsibility to sign and return this Applicant Card to this office immediately after completion of the well.
CAUTION: There may be local health requirements for the actual siting of your well. Please check with the proper local authority before construction begins. See enclosed sheet addressing construction information.

DRILLER (START) CARD for Exchange Application: E6097(35-13795)

IMPORTANT: THIS CARD MUST BE RECEIVED BY THE DIVISION OF WATER RIGHTS PRIOR TO THE BEGINNING OF WELL CONSTRUCTION -- REQUIRED FOR WELLS DEEPER THAN 30 PROOF DUE/EXPIRATION DATE: March 31, 2026
START CARDS CAN BE SUBMITTED ONLINE WITH THE WATER RIGHT NUMBER OR NON-PRODUCTION WELL NUMBER AND THE PIN.
ONLINE SUBMISSION WATER RIGHT: E6097 ONLINE SUBMISSION PIN: 497337
ONLINE SUBMISSION URL: <http://waterrights.utah.gov/welldrilling/startcardOnline.asp>

OWNER/APPLICANT: Westwood Eden LLC

MAILING ADDRESS: 3130 W 3600 S, West Haven UT 84401

PHONE NUMBER: 801-643-2340

WELL LOCATION: S 265' W 1112' from NE Cor, S06, T 6N , R 2E, SLB&M

WELL UTM COORDINATES: Northing: 436193.989 Easting: 4571490.204

WELL ACTIVITY: NEW(X) REPLACE() REPAIR() DEEPEN()

PROPOSED START DATE: _____

PROJECTED COMPLETION DATE: _____

LICENSE #: _____ LICENSEE/COMPANY: _____

Licensee Signature **Date**

NOTICE TO APPLICANT: THIS CARD IS TO BE GIVEN TO A UTAH-LICENSED WATER WELL DRILLER FOR SUBMITTAL TO THE DIVISION OF WATER RIGHTS PRIOR TO WELL CONSTRUCTION.
STATE OF UTAH DIVISION OF WATER RIGHTS Phone No. 801-538-7416 - FAX No. 801-538-7467

COMMENTS: _____

START CARDS MAY ALSO SUBMITTED BY PHONE*, FAX, OR EMAIL.
PHONE: 801-538-7416 - FAX: 801-538-7467 - EMAIL: waterrights_wells@utah.gov
*IF THE START CARD IS PHONED IN, THEN THE COMPLETED AND SIGNED START CARD MUST BE RETURNED TO THE DIVISION OF WATER RIGHTS BY FAX, EMAIL, OR MAIL.

APPLICANT CARD for Exchange Application: E6097(35-13795)

IMPORTANT: THIS CARD MUST BE COMPLETED, SIGNED AND RETURNED BY THE WELL OWNER/APPLICANT AS SOON AS THE WELL IS DRILLED BY A LICENSED UTAH WELL DRILLER. PROOF DUE/EXPIRATION DATE: March 31, 2026

OWNER/APPLICANT: Westwood Eden LLC

MAILING ADDRESS: 3130 W 3600 S, West Haven UT 84401

PHONE NUMBER: 801-643-2340

WELL LOCATION: S 265' W 1112' from NE Cor, S06, T 6N , R 2E, SLB&M

WELL UTM COORDINATES: Northing: 436193.989 Easting: 4571490.204

WELL ACTIVITY: NEW(X) REPLACE() REPAIR() DEEPEN()

WELL COMPLETION DATE: _____

NAME OF DRILLING COMPANY/LICENSEE: _____

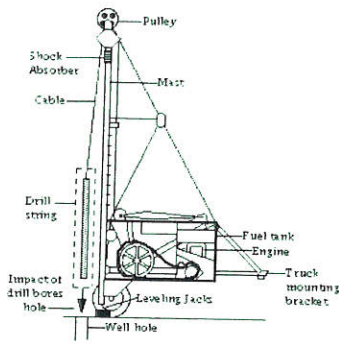
Owner/Applicant Signature

Date

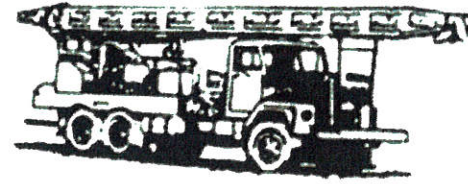
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DO NOT GIVE THIS CARD TO LICENSED WELL DRILLER. - YOU MUST RETURN IT.
STATE OF UTAH DIVISION OF WATER RIGHTS Phone No. 801-538-7416 - FAX No. 801-538-7467

COMMENTS: _____

START/APPLICANT CARD INSTRUCTIONS: First, for each well, you must give a Driller (Start) Card to licensed driller with whom you contract to construct your well. Second, it is your responsibility to sign and return this Applicant Card to this office immediately after completion of the well.
CAUTION: There may be local health requirements for the actual siting of your well. Please check with the proper local authority before construction begins. See enclosed sheet addressing construction information.



UTAH WATER WELL CONSTRUCTION REQUIREMENTS



In order to protect you, the well owner, and the precious groundwater resources in Utah, Well Drillers must construct wells in accordance to minimum construction standards promulgated under the Administrative Rules for Water Well Drillers (R655-4 of the Utah Administrative Code). This flyer is designed to inform you, as a potentially new well owner, of the major minimum construction standards that your well driller must follow. Please also check to see if other Federal, State, and local well drilling requirements apply before drilling. The Well Drilling Rules, list of licensed drillers, and other water well information can be viewed at the Division of Water Rights website at waterrights.utah.gov/wellinfo. Well drilling questions can be directed to the Well Drilling Section of the Division of Water Rights at 801-538-7416. An abridged list of the major construction standards are as follows:

- Well Drillers must be licensed through the State Engineer's Office to drill wells in the State of Utah (Check web page or call office for current list)
- The Well Driller must submit the Driller Start Card (provided by the well owner) to the State Engineer's Office before starting to drill
- The driller will check to see if the drill location matches the approved point of diversion on your permit. If the drill location differs from the approved location, the driller will notify you and note the difference on the official driller's report submitted to the State Engineer's Office, and it will be your responsibility and liability to either move the drill location to the approved spot or file a change application to move the approved location to the drill location.
- The Well Driller must submit an Official Well Driller's Report (Well Log) to the State Engineer's Office within 30 days of well completion (when the rig is moved offsite)
- If a well is replaced under an approved replacement permit, the well owner is required by law to have the driller abandon the existing (old) well before leaving the site
- Well casing must extend at least 18-inches above ground when completed
- Steel casing must meet common industry standards, be in new or like new condition, free of pits or breaks, and meet specific wall thickness requirements depending on the depth of the well and diameter of the casing (See Table 1 of the Rules for wall thickness requirements)
- The driller must have the permission of the well owner before installing PVC screen or casing
- PVC casing/screen must meet ASTM F480 standards and have a wall thickness that at least equals SDR 17 or Schedule 80
- PVC casing exposed at the ground surface must be covered and protected at the wellhead to a depth of at least 2.5 feet with steel casing or an equivalent covering
- Casing joints must be structurally strong and water tight
- Steel casing joints can be screw-coupled or welded. The weld must consist of at least 2 passes and be as thick as the casing itself
- The well casing must be capped at the surface with a sanitary weatherproof seal or a completely welded cap

Account No. 77700

Replacement Contract/District 3

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

Westwood Eden LLC (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 6, Township 6N, Range 4E, Acres 196.56

Tax I.D. No.(s): 21-005-0030

Description of Lands:

LOTS 1 AND 2, AND THE SOUTH HALF OF THE NORTHEAST QUARTER, OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKEBASE AND MERIDIAN, U.S. SURVEY: ALSO PART OF THE NORTHWESTQUARTER DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTCORNER OF LOT 3, RUNNING THENCE SOUTH 1320 FEET, MORE ORLESS, TO THE SOUTHEAST CORNER OF LOT 3, THENCE SOUTH 1D59'15"EAST 254.17 FEET, THENCE SOUTH 1D33' WEST 355.00 FEET ALONG A FENCE TO THE NORTHEAST CORNER OF LOT 6, MIDDLE FORK RANCHES, THENCE ALONG SAID NORTH LINE AS FOLLOWS, SOUTH 84D55'30" WEST 788.15 FEET, THENCE NORTH 00D02'45" WEST 1976.97 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID LOT 3; THENCE EAST TO THE POINT OF BEGINNING. EXCEPT THAT PORTION LYING WITHIN 7900 EAST STREET.

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 \$482.96. 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.

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, or in the event that the petitioner shall violate any of the terms of this Contract, 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.

31. CONTRACT ASSESSMENTS: This Petition is governed by the provisions of Utah Code Section 17B-2a-1007, titled "Contract Assessments," together with the rules and regulations of the District's board of trustees relating to contract assessments.

ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Westwood Eden LLC 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 28 day of January, 2021.

WEBER BASIN WATER CONSERVANCY DISTRICT

BY Dee Alan Waldron
Dee Alan Waldron, President

ATTEST:

Tage I. Flint
Tage I. Flint, Secretary

(SEAL)

