

# APPLICATION FOR EXCHANGE OF WATER

STATE OF UTAH

Rec. by JE

Fee Reqd \$75.00

Receipt # 07-02443

For the purpose of obtaining permission to make an exchange of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Laws of Utah (Sec.73-3-20, Utah Code Annotated, 1953).

E4855

EXCHANGE: (35-12164) BASE: 35-7397 CONTRACT/STOCK#: 69521 Filed:  
(X380JAUSICK) Priority:

\*\*\*\*\*

1. NAME: Snow Basin View LLC PHONE #: 602-999-1855  
ADDRESS: 7110 East McDonald Drive, Suite B2, Scottsdale, AZ 85253

\*\*\*\*\* C U R R E N T R I G H T \*\*\*\*\*

2. RIGHT EVIDENCED BY:

U.S. Bureau of Reclamation and Contract with Weber Basin Water Conservancy District under 35-7397  
(A10989)

**RECEIVED**

**MAY 18 2007**

**WATER RIGHTS  
SALT LAKE**

3. FLOW: 13.0 acre-feet  
SOURCE: Pineview Reservoir  
COUNTY: Weber

4. POINT OF DIVERSION -- SURFACE:

(1) N 1,699 ft. E 603 ft. from S $\frac{1}{4}$  corner, Section 16, T 6N, R 1E, SLBM  
Diverting Works: Pineview Reservoir  
Source: Ogden River

5. NATURE OF USE:

OTHER: Irrigation, domestic, municipal, industrial, power &  
stockwatering. Supplementl.

PERIOD OF USE:  
Jan 1 to Dec 31

\*\*\*\*\* P R O P O S E D E X C H A N G E \*\*\*\*\*

6. FLOW: 13.0 acre-feet  
SOURCE: Underground Water Well  
COUNTY: Weber

PERIOD OF USE: Jan 1 to Dec 31

COMMON DESCRIPTION: 2.5 miles E of Huntsville

7. POINT OF EXCHANGE -- UNDERGROUND:

(1) S 2,050 ft. W 1,050 ft. from N $\frac{1}{4}$  corner, Section 21, T 6N, R 2E, SLBM  
Diameter of Well: 12 ins. Depth of Well: 100 to 500 feet

Continued on Next Page

8. POINT(S) OF RELEASE:

FLOW: 13.0 acre-feet

PERIOD OF USE: Jan 1 to Dec 31

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

1. WATER USE INFORMATION:

IRRIGATION: from Apr 1 to Oct 31. IRRIGATING: 2.3833 acres

DOMESTIC: from Jan 1 to Dec 31. FAMILIES: 13.0000

PLACE OF USE: (which includes all or part of the following legal subdivisions:)

BS TOWN RANG SC	Northwest Quarter				Northeast Quarter				Southwest Quarter				Southeast Quarter				Section Totals
	NW	NE	SW	SE *	NW	NE	SW	SE *	NW	NE	SW	SE *	NW	NE	SW	SE *	
SL 6N 2E 21				2.3833*				*				*				*	2.3833
Group Total:																2.3833	

\*\*\*\*\*

EXPLANATORY

Contract #69521 for 8.0 AF and contract #02612 for 5.0 AF = 13.00 AF

\*\*\*\*\*

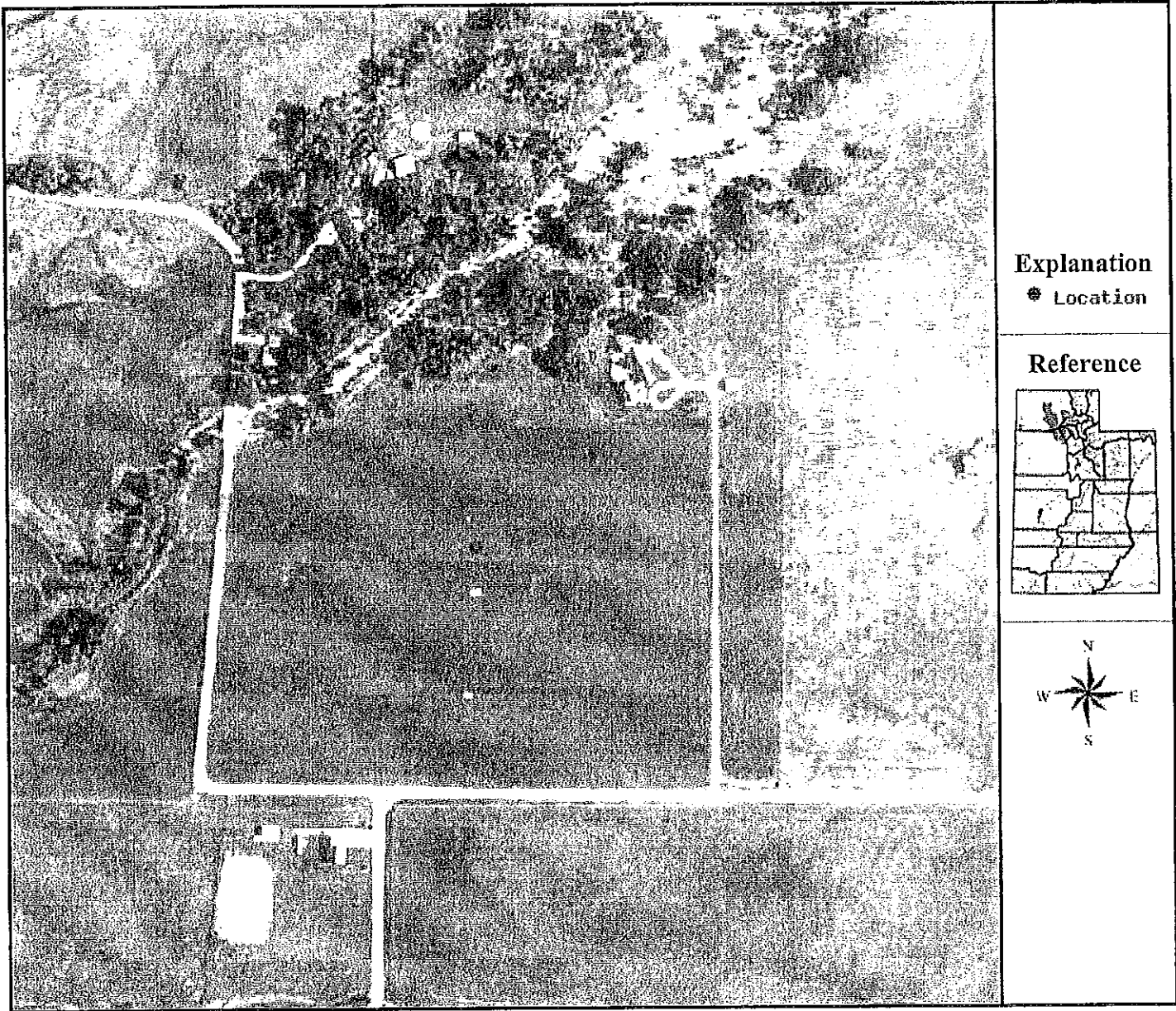
If applicant is a corporation or other organization, signature must be the name of such corporation or organization by its proper officer, or in the name of the partnership by one of the partners, and the names of the other partners shall be listed. If there is more than one applicant, a power of attorney, authorizing one to act for all should accompany the application.

\*\*\*\*\*

The undersigned hereby acknowledges that even though he/she may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the State Engineer's Office, all responsibility for the accuracy of the information contained therein, at the time of filing, rests with the applicant(s).

*[Handwritten Signature]*  
Snow Basin View LLC

# Utah Water Right Application Map



0 160 320 480 640 ft

0 0.02 0.04 0.06 0.08 mi

Point Location: S 2050 feet and W 1050 feet from the N4 corner of section 21, township 6N range 2E, SL b&m

I/we \_\_\_\_\_, hereby acknowledge that this map, was prepared in support of Application \_\_\_\_\_. I/we hereby submit this map as a true representation of the facts shown thereon to the best of my/our knowledge and belief.

*[Handwritten Signature]*  
Applicant (s)

*5.18.07*  
Date

Revised, March 26, 2007

*Place of use*

**Street Section (50' R.O.W.) Private Road**

THIS PRELIMINARY STREET SECTION AND PLAN IS SUBJECT TO THE COUNTY ENGINEER'S REVIEW AND APPROVAL. THIS PLAN IS FOR PRELIMINARY PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR FINAL CONSTRUCTION. ALL DIMENSIONS AND LOCATIONS ARE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.

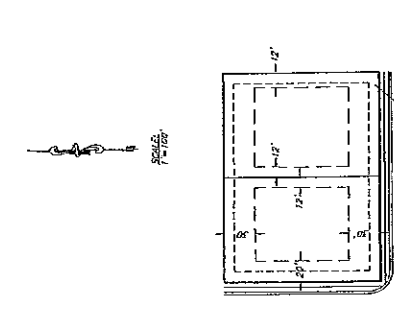
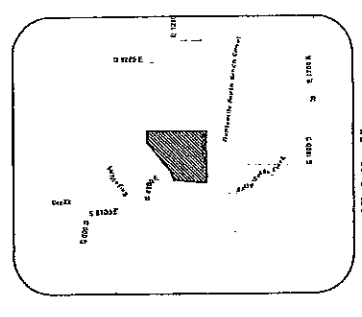
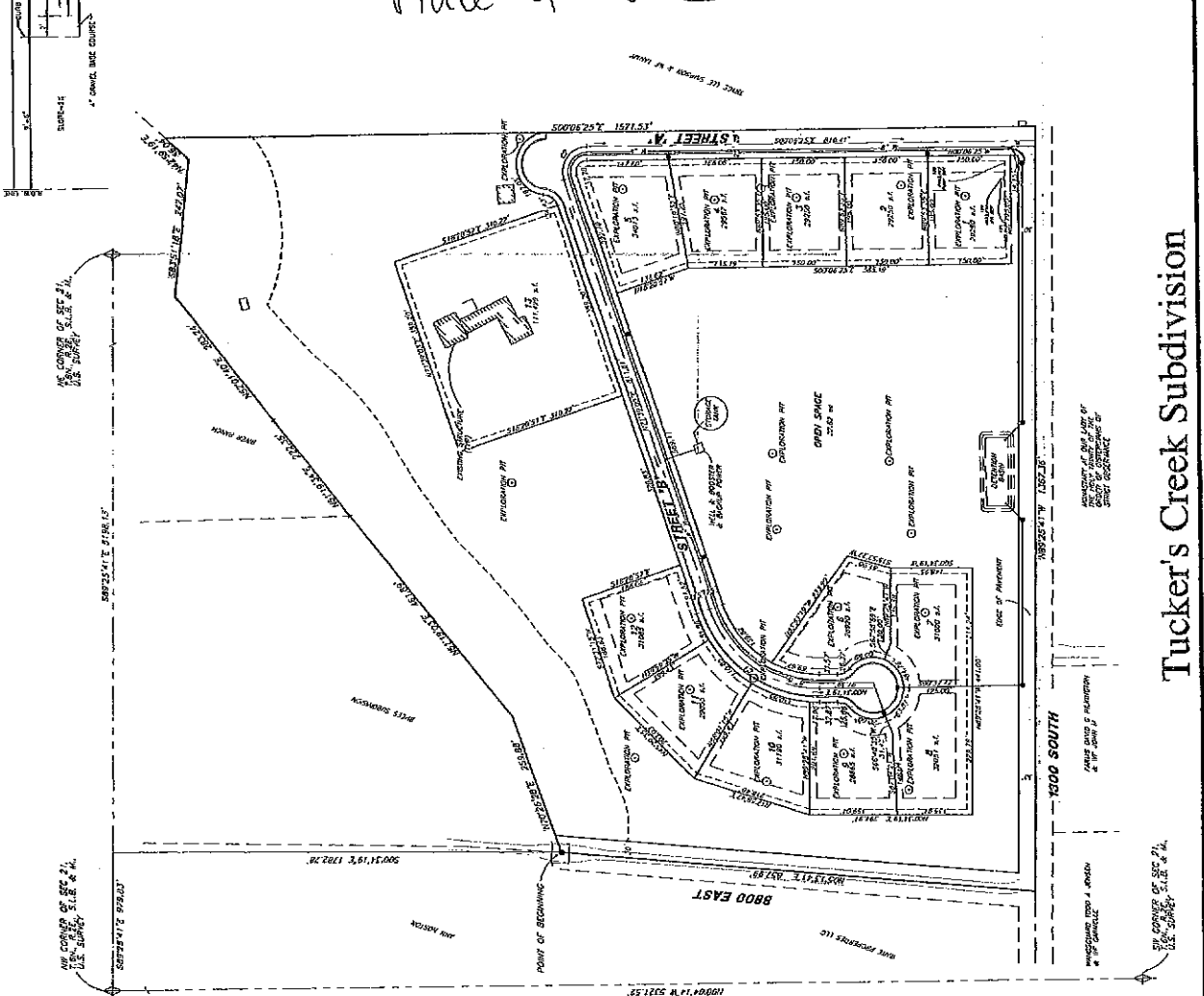
**Design Specs.**

Right-of-Way	37.00	ft.
Right-of-Way	1.60	mi.
Developable Area	23.50	ac.
Area	11.20	ac.
Base Area	11.20	ac.
Base Area	13.20	ac.
Base Area	13.20	ac.
Center Development	100	ft.
Center Development	100	ft.
Center Development	100	ft.
Center Development	100	ft.
Center Development	100	ft.

**NOTES:**

- CONTRACTOR SHALL VERIFY ALL LOT AND TRAILER ZONING.
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- PROJECT IS ZONED A1-3 IN WARD ZONE.

AREA	ACREAGE	TOTAL ACRES	TOTAL ACRES
1	0.50	1.00	1.00
2	0.50	1.00	1.00
3	0.50	1.00	1.00
4	0.50	1.00	1.00
5	0.50	1.00	1.00
6	0.50	1.00	1.00
7	0.50	1.00	1.00
8	0.50	1.00	1.00
9	0.50	1.00	1.00
10	0.50	1.00	1.00
11	0.50	1.00	1.00
12	0.50	1.00	1.00
13	0.50	1.00	1.00
14	0.50	1.00	1.00
15	0.50	1.00	1.00
16	0.50	1.00	1.00
17	0.50	1.00	1.00
18	0.50	1.00	1.00
19	0.50	1.00	1.00
20	0.50	1.00	1.00
21	0.50	1.00	1.00
22	0.50	1.00	1.00
23	0.50	1.00	1.00
24	0.50	1.00	1.00
25	0.50	1.00	1.00
26	0.50	1.00	1.00
27	0.50	1.00	1.00
28	0.50	1.00	1.00
29	0.50	1.00	1.00
30	0.50	1.00	1.00



**Legend**

—	PROPOSED SHARED STEEP SLOPE
---	EXISTING SHARED STEEP SLOPE
-o-o-	PROPOSED SHARED WITCH LINE
-o-o-	EXISTING SHARED WITCH LINE (SEE MAPS)
-o-o-	PROPOSED SHARED WATER LINE
-o-o-	EXISTING SHARED WATER LINE
-o-o-	PROPOSED SHARED GROUND
-o-o-	EXISTING SHARED GROUND
-o-o-	PROPOSED FIRE ALARM
-o-o-	EXISTING FIRE ALARM
-o-o-	PROPOSED SHARED STEEP SLOPE
-o-o-	EXISTING SHARED STEEP SLOPE
-o-o-	PLUS 10' TYPICAL SLOPE
-o-o-	PROPOSED SHARED WATER
-o-o-	EXISTING SHARED WATER
-o-o-	PROPOSED SHARED GAS
-o-o-	EXISTING SHARED GAS
-o-o-	PROPOSED SHARED ELECTRIC
-o-o-	EXISTING SHARED ELECTRIC
-o-o-	PROPOSED SHARED CABLE
-o-o-	EXISTING SHARED CABLE
-o-o-	PROPOSED SHARED FIBER
-o-o-	EXISTING SHARED FIBER

**Tucker's Creek Subdivision**  
 Weber County, Utah

WEBER COUNTY, UTAH  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 500 WEST MAIN STREET, SUITE 100  
 CODY, WYOMING 82401

THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. 1545 S. WASHINGTON BLVD., DORSETT, WY. 82401. THIS PLAN IS FOR PRELIMINARY PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR FINAL CONSTRUCTION. ALL DIMENSIONS AND LOCATIONS ARE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.

Account # 02612

Contract D-3

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

Snow Basin View LLC herein "Petitioner"), hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the allotment of the beneficial use of 5.0 acre-feet 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 \_\_\_\_\_

Tax I.D. No 21-035-0065

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 Directors, which amount initially shall be the sum of \$ 99.66 per 1.0 acre-foot.

b. To pay an additional amount, per acre foot, annually to be fixed by the District's Board of Directors 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 Directors. Nothing contained herein shall be construed to exempt the Petitioner from paying the taxes levied pursuant to Sections 17A-2-1426 and 17A-2-1427, Utah Code Annotated 1990, as amended.

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

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

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

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

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

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

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

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

10. Petitioner recognizes that in addition to the tax lien referred to in paragraph 1 above, the above-described land is presently encumbered by a lien created by District Contract No. 02612 in the name of Wally Armstrong, hereinafter the "contract lien." There is presently an outstanding balance owed the District of \$0, which petitioner hereby assumes and agrees to discharge. The unpaid balance of the contract lien shall be assessed simple interest at the rate of n/a % per annum. Petitioner recognizes that the unpaid balance of the contract lien together with the accrued interest shall remain a lien upon the land until discharged. The parties agree further that in the event the in debtedness represented by the contract lien and accrued interest 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.

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

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

Dated this 19 day of December, 2005.

*[Signature]*  
Members of Snow Basin View, LLC  
Petitioners and Owners of Land  
above-described

Snow Basin View LLC  
7119 East Shea Blvd, #109-656  
Scottsdale, AZ 85254  
Address

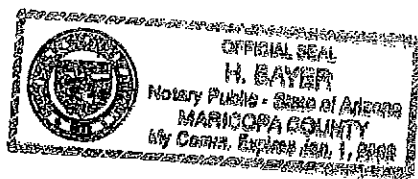
THAINE FISCHER

STATE OF Utah        )  
                              : ss.  
COUNTY OF            )

On the 19 day of December, 2005 personally appeared before me Thaine Fischer, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

*[Signature]*  
NOTARY PUBLIC

(SEAL)



ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Snow Basin View LLC, be granted and an allotment of 5.0 acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_.

WEBER BASIN WATER CONSERVANCY  
DISTRICT

By \_\_\_\_\_  
Chairman, Board of Trustees  
Jewel Lee Kenley

ATTEST:

\_\_\_\_\_  
Secretary  
Tage I. Flint

(SEAL)



Contract # 69521

CONTRACT AND LIEN BETWEEN WEBER BASIN WATER CONSERVANCY DISTRICT

AND

Snow Basin View LLC

FOR THE SALE AND USE OF UNTREATED WATER

THIS CONTRACT, made this 20, day of Jan, 2006 between the  
WEBER BASIN WATER CONSERVANCY DISTRICT, organized under the laws of the  
State of Utah, herein styled "District", and  
Snow Basin View of Weber County, herein styled the  
"Purchaser",

WITNESSETH:

WHEREAS, the Purchaser desires, by means of a well/spring to divert or withdraw  
underground water for domestic and miscellaneous purposes, which diversion will intercept  
and withdraw water that will require replacement, and the district has water to sell to the  
Purchaser to replace the water so intercepted and withdrawn; and

WHEREAS, Purchaser intends to utilize said water upon the following described  
lands:

and

WHEREAS, this contract and purchaser's obligation to pay for the water as set forth  
herein shall constitute a lien upon the real property described in Exhibit "A";

NOW, THEREFORE, in consideration of the mutual and dependent promises and  
covenants herein contained, it is hereby mutually agreed by and between the parties  
hereto as follows:

1. SALE OF WATER: The District for the price hereinafter specified, hereby sells and agrees to deliver in the manner and at the place hereinafter provided, and the purchaser hereby purchases the right to use in each calendar year untreated District water in amounts of 8.0 acre-feet, except the District will not be obligated to deliver water to the Purchaser as herein provided until satisfactory evidence is furnished that the use of this water as replacement water has been approved by the State Engineer of Utah.

2. PLACE OF DELIVERY AND USE: The water covered hereby is sold to the purchaser solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by said well or spring for domestic and miscellaneous use in and upon the following described lands in Weber County, Utah:

and for no other use or purpose. Its use as replacement water shall be subject to such rules and regulations as the State Engineer of Utah may prescribe.

Delivery of such water shall be as directed by the State Engineer or his representative at the outlet works of \_\_\_\_\_ Reservoir. The District shall have no obligation to provide works or facilities of any type to conduct such water from such point of delivery to its ultimate place of use. The Purchaser shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

3. OBLIGATION OF PURCHASER TO PAY FOR WATER: For the purchase of the annual quantity of water which the District holds and will hold for the Purchaser as herein

provided, the Purchaser shall pay to the District an annual amount to consist of the total of the following items:

(a) \$99.66 per acre-foot of water. Such price per acre-foot shall continue until such time as the District may otherwise determine; provided, only, that an increase in such price shall become operative only at the beginning of the next calendar year.

(b) A fair proportionate amount of estimated operating and maintenance charges of the District for the then calendar year. Such fair proportionate amount shall be determined each year by the Board of Directors of the District and the determination shall be final and conclusive.

The first annual payment under items (a) and (b) above shall be made by the Purchaser to the District concurrently with the execution hereof by Purchaser, and shall be in payment for water available for use of Purchaser in the calendar year in which this contract is approved by the Board of Directors of the District; provided, however, if such approval by the Board of Directors of the District is given on or subsequent to October 1 of the then year, the payment so made by Purchaser shall apply as a credit upon the amount accruing hereunder for the next succeeding calendar year, and no payment shall be required for the remainder of the calendar year in which such initial payment is made. Succeeding annual payments shall be made by the Purchaser to the District on or before January 1 of each year thereafter. Each annual payment shall be made to the District whether or not all or any part of the water is called for or used hereunder.

Purchaser's obligation to pay for the water as described above exists irrespective of whether purchaser actually uses the water.

4. 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 the existing prime interest rate as of January 1 of each year.

5. REMEDIES OF DISTRICT IN CASE OF DEFAULT: The annual amount payable hereunder shall be and constitute a perpetual lien upon the lands herein above described. If the Purchaser 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 Purchaser, cancel this contract in its entirety, but either or both of these remedies are not exclusive, and the District may exercise any other remedy given by this contract or by law to enforce collection of any payment due hereunder, and for the foreclosure of the lien hereby created.

6. RELIEF IN EVENT OF DROUGHT AND 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 accrue against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom and the payments to the District provided for herein shall not be 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. CONSTRUCTION, OPERATION AND MAINTENANCE OF PURCHASER'S FACILITIES: The Purchaser shall construct, operate and maintain, without cost to the District, the well or spring and appurtenant facilities necessary to secure and accurately measure its water supply. The metering or other measuring device installed by the

Purchaser shall be satisfactory to the State Engineer. The District has no responsibility for the quality or quantity of water that the Purchaser is able to secure through the operation of its well or spring.

8. BENEFICIAL USE OF WATER: The basis, the measure and the limit of the right of the Purchaser in the use of water shall rest perpetually in the beneficial application thereof, and the Purchaser agrees to put the water purchased by him hereunder to beneficial use in accordance with law.

9. ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED:

The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto.

10. NOTICE: Any notice herein required to be given to the Purchaser shall be sufficiently given if sent by mail addressed to Purchaser at:  
7119 E Shea Blvd # 109-656, and the District if sent to 2837 East Highway 193,  
Scottsdale, AZ 85254  
Layton, Utah 84040.

11. OBSERVATION OF FEDERAL AND STATE POLLUTION LAWS: The Purchaser agrees that it will comply fully 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.

12. The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered

pursuant to this contract shall belong to the United States or the Weber Basin Water Conservancy District for the use and benefit of the Weber Basin Project.

IN WITNESS WHEREOF, the parties have caused this contract to be executed and signed the day and year first above written.

PURCHASERS:  
Snow Basin View LLC

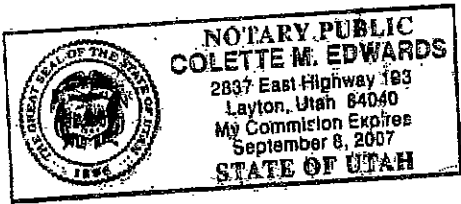
Address: 7119 East Shea Blvd, #109-656  
Scottsdale, AZ 85254

*[Handwritten Signature]* member  
Snow Basin View, LLC

STATE OF UTAH )  
 ) ss.  
COUNTY OF Davis )

On the 20<sup>th</sup> day of January, 2006, personally appeared before me Thaine Fischer the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

*Collette Edwards*  
NOTARY PUBLIC



APPROVED DATE: \_\_\_\_\_

WEBER BASIN WATER  
CONSERVANCY DISTRICT

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Jewel Lee Kenley, Chair

ATTEST:

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Tage I. Flint, Secretary

(SEAL)