

Account No. 26720

Contract D-1

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

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

Section 2, Township 3E, Range 2N, Acres 10

Tax Serial No (s): 01-002-047-01, 01-002-049, 01-002-051, 01-002-056,  
01-002-057, 01-002-061, 01-002-062, 01-002-063,  
01-002-086, 01-002-087, 01-002-088, 01-002-089

SEE ATTACHED EXHIBIT "A"

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

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

b. To pay an additional amount, per acre foot, annually to be fixed by the  
District's Board of 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underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring  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 or purpose.

006217 01 00160 P 00191-00196  
BRENNAN E. NELSON, MORGAN CO. RECORDER  
2000 JAN 08 11:18 AM FEE \$5.00 BY MPM  
REQUEST: WEBER BASIN WATER CONSERVANCY

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. The Purchaser shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

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

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

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

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

DATED this 23 day of March, 2000.

*Jerry Dahlberg*

Petitioners and Owners of Land  
above-described.

Goldfleck  
3544 Lincoln #6  
Ogden, Utah 84401  
Address

STATE OF UTAH )

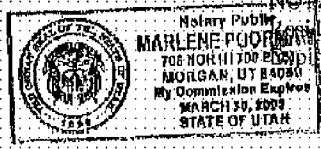
SS.

COUNTY OF )

On the 23 day of Mar, 2000, personally appeared before me Jerry Dahlberg  
(the signer(s) of the above instrument, who duly acknowledged to me that  
he executed the same.

*Marlene Poorman*

NOTARY PUBLIC  
Residing at Virginia Commission  
Exp: \_\_\_\_\_



ORDER ON PETITION

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

DATED this 28 Day of April, 2000.

WEBER BASIN WATER  
CONSERVANCY DISTRICT

BY Norman J. Montgomery  
Chairman, Board of Directors  
Norman J. Montgomery

ATTEST:

Ivan W. Flint  
Ivan W. Flint - Secretary



## EXHIBIT "A"

TOWNSHIP 2 NORTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN (CONT.)01-002-047-01

SECTION 1: BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 3 EAST, SLM, AND RUNNING THENCE SOUTH 70D41' WEST 772 FEET; THENCE SOUTH 20D34' WEST 1690 FEET; THENCE SOUTH 34D12' WEST 1690 FEET; THENCE SOUTH 34D12' WEST 500 FEET TO THE WEST LINE OF SECTION 1; THENCE NORTH 6,047.6 FEET TO THE NORTHWEST CORNER OF SECTION 1; THENCE EAST 3,177.9 FEET TO THE SOUTH QUARTER CORNER OF SECTION 36 TO PLACE OF BEGINNING.

EXCEPTING THOSE PORTIONS THEREOF WITHIN THE STATE HIGHWAY, IN BOOK "Q" OF DEEDS, PAGES 358 AND 359.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED

## TRACT:

PART OF THE NORTHWEST QUARTER SECTION 1, TOWNSHIP 2 NORTH, RANGE 3 EAST, SLM AND DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHERLY LINE OF STATE HIGHWAY 65, AT A STATE RIGHT OF WAY MARKER LOCATED 1,200 FEET EAST MORE OR LESS AND 4,000 FEET NORTH MORE OR LESS FROM THE SOUTHWEST CORNER OF SECTION 1 AND RUNNING THENCE SOUTH 71D22' WEST ALONG SAID ROAD 99.60 FEET; THENCE NORTH 11D44;40" WEST 309 FEET; THENCE NORTH 9D06' EAST 730.72 FEET; THENCE SOUTH 77D49'52" EAST 268.37 FEET; THENCE SOUTH 7D41' WEST 445.17 FEET; THENCE SOUTH 6D43' WEST 216.55 FEET; THENCE SOUTH 3D27'20" WEST 240.42 FEET OF SAID NORTHERLY LINE OF STATE HIGHWAY 65; THENCE SOUTH 71D22' WEST 133.84 FEET ALONG SAID LINE TO THE POINT OF BEGINNING. CONTAINING 6.0 ACRES.

01-002-049

SECTION 2: ALL EXCEPTING THEREFROM THOSE PORTIONS THERE OF CONVEYED TO STATE ROAD COMMISSION OF UTAH, APPROXIMATELY 8.25 ACRES IN BOOK "Q" OF DEEDS, PAGE 358-359; TO J.S. OSTLER (NOW BERTAGNOLLI PROPERTY) 18.50 ACRES, BY DEED RECORDED IN BOOK "J" OF DEEDS, PAGE 423; AND TO UNITED STATES OF AMERICA, APPROXIMATELY 24.64 ACRES, BY DEED RECORDED IN BOOK "S" OF DEEDS, PAGES 245-247.

01-002-051

01-002-051

SECTION 3: ALL EXCEPTING THEREFROM THOSE PORTIONS THERE-OF HERETOFORE CONVEYED TO MORGAN COUNTY CONTAINING 0.6 ACRES, BY DEED RECORDED IN BOOK "T" OF DEEDS, PAGE 96; TO DAVIS AND WEBER COUNTIES CANAL COMPANY, CONTAINING 1.31 ACRES, BY DEED RECORDED IN BOOK "L" OF DEEDS, PAGE 473; AND TO THE UNITED STATES OF AMERICAN, CONTAINING 33.69 ACRES, BY DEED RECORDED IN BOOK "S" OF DEEDS, PAGES 245-247.

THE LAND DESCRIBED ABOVE, IN SECTIONS 1, 2, AND 3, IS SUBJECT TO A RIGHT-OF-WAY GRANTED TO MOUNTAIN FUEL SUPPLY BY DEED RECORDED IN THE OFFICE OF THE MORGAN COUNTY RECORDER.

01-002-056

SECTION 5: ALL EXCEPTING THEREFROM THAT PORTION THERE-OF CONVEYED TO MORGAN COUNTY, CONTAINING 11.6 ACRES, BY DEED RECORDED IN BOOK "T" OF DEEDS, PAGE 96.

01-002-057

SECTION 6: LOTS 17, 18, 21, 22, 23, AND 24.

01-002-061

SECTION 7: ALL.

01-002-062

SECTION 8: LOTS 2, 3, 8, 9, AND 16.

01-002-063

SECTION 9: ALL EXCEPTING THEREFROM THAT PORTION CONVEYED TO MORGAN COUNTY, CONTAINING 0.60 ACRES, BY DEED RECORDED IN BOOK "T" OF DEEDS, PAGE 96.

01-002-086

SECTION 17: ALL.

01-002-087

SECTION 18: WEST 1/4 NORTHEAST 1/4; SOUTHEAST 1/4 NORTHWEST 1/4; EAST 1/2 SOUTHWEST 1/4 AND LOT 4.

01-002-088

SECTION 19: ALL.

01-002-089

SECTION 20: SOUTH 1/2 NORTHWEST 1/4; SOUTHWEST 1/4 NORTHEAST 1/4; NORTHEAST 1/4 SOUTHWEST 1/4.

Account No. 26720

Contract D-1

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FOR THE ALLOTMENT OF WATER

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SEE ATTACHED EXHIBIT "A"

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

a. To pay for the right to use the allotted water an amount annually to be fixed from time to time by the District's Board of Directors, which amount initially shall be the sum of \$22.66 per 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 or purpose.

000617 18 10160 Pg 00191-00196  
GRENDA E. NELSON, MORGAN CO. RECORDER  
2000 JUN 08 11:18 AM FEE \$ .00 BY MPE  
REQUEST: WEBER BASIN WATER CONSERVANCY

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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.

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



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

DATED this 23 day of March, 2000.

*Gary Dabbelly*

Petitioners and Owners of Land  
above-described

Goldfleck  
3544 Lincoln #16  
Ogden, Utah 84401  
Address

STATE OF UTAH )  
                  ) ss.  
COUNTY OF    )

On this 23 day of Mar, 2000, personally appeared before me *Jerry Dahlberg*  
  the signer(s) of the above instrument, who duly acknowledged to me that  
he executed the same.

*Marlene Poorman*  
NOTARY PUBLIC  
Commission



ORDER ON PETITION

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

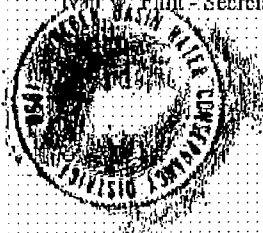
DATED this 28 Day of April, 2000.

WEBER BASIN WATER  
CONSERVANCY DISTRICT

BY Norman J. Montgomery  
Chairman, Board of Directors  
Norman J. Montgomery

ATTEST:

Ivan W. Flint  
Ivan W. Flint - Secretary



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