

M 159-633

Account No. 26720

Contract D-I

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): 01-002-049

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underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring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.

00182379 BK 10159 Pg 00633-00641
BRENDA D. NELSON, MORGAN CO. RECORDER
2000 MAY 22 13:31 PM FEE \$1.00 BY HPS
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

00082379 BK H0159 Pg 00635

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

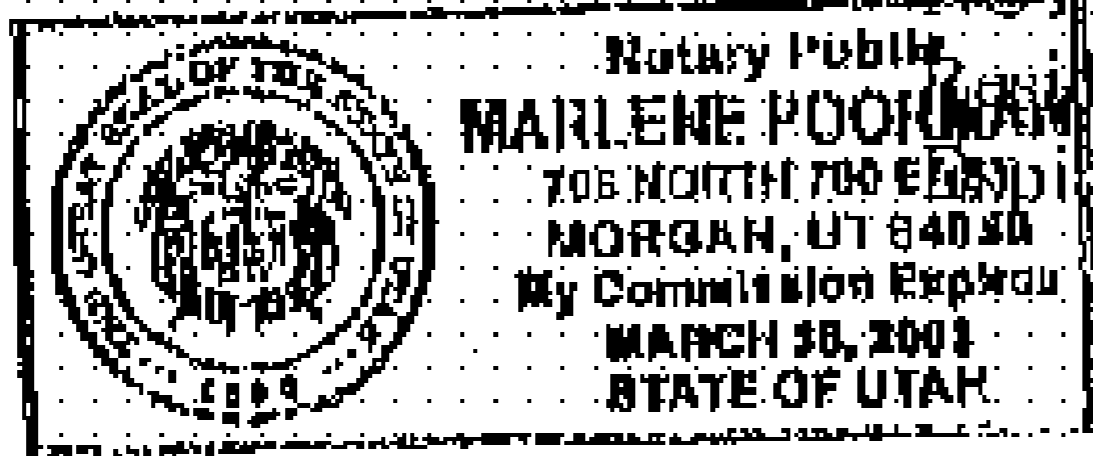
Petitioners and Owners of Land
above-described

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 Morgan My Commission Expires:

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

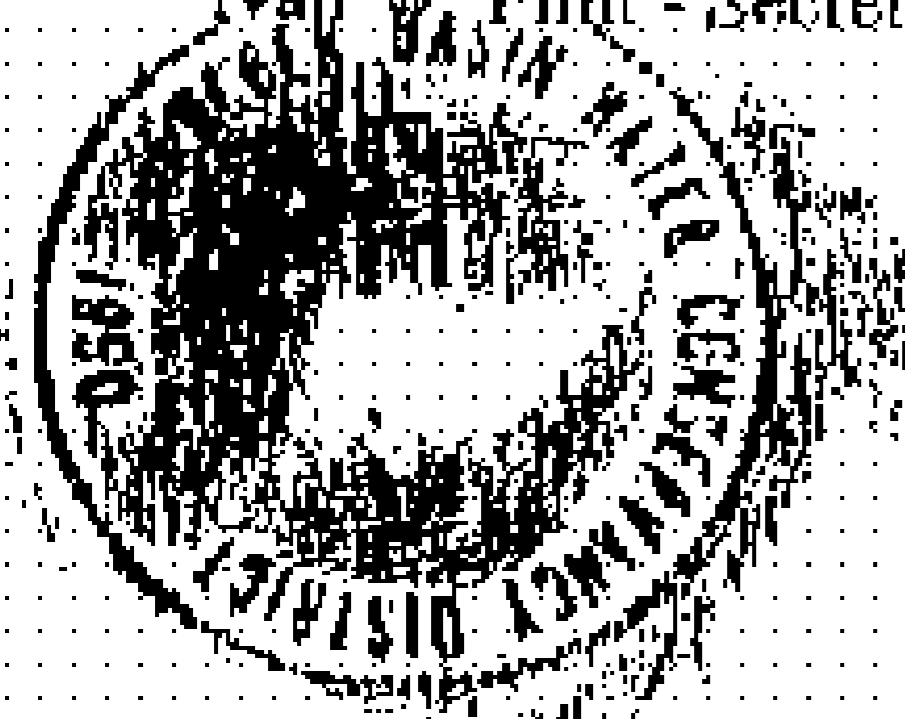


EXHIBIT "A"

Beginning at a point which is South 105.0 feet; South 83°42'40" West 399.0 feet; South 45°35'20" West 334.4 feet; South 30°04'55" West 618.75 feet; South 51°38' West 288.22 feet and South 7°15'20" East 37.97 feet from the Northeast corner of said Section 26; thence South 7°15'20" East 413.13 feet; thence South 47°27' West 131.0 feet; thence North 6°48'04" West 421.34 feet; thence North 50°49'37" East 122.0 feet to the point of beginning. 1.0 Acre.

WATER RIGHTS

There is also conveyed to the Grantee all water rights appurtenant to the above-described land, including, but not limited to, the following:

Water Right Nos. 338 and 339, listed on the tabulation of water rights in the Decree of the District Court of Weber County, in the case of Plain City Irrigation Company, a corporation, plaintiff, vs. Hooper Irrigation Company, a corporation, et al, defendants, No. 7487, which said decree is dated June 2, 1937.

Ninety-one and one-half (91-1/2) shares of Stock in West Porterville Canal Company.

TOWNSHIP 2 NORTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN (Cont.)

*Drill
Stratigraphic
Panel.*

Section 2: ⁰¹⁻⁰⁰³⁻⁰⁴⁹ All EXCEPTING therefrom those portions thereof 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 State of America, approximately 24.64 acres, by deed recorded in Book "S" of Deeds, Pages 245-247.

Section 3: ⁰¹⁻⁰⁰³⁻⁰⁵¹ All EXCEPTING therefrom those portions thereof 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 "K" of Deeds, Page 473; and to the United States of America, 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.

Section 4: ⁰¹⁻⁰⁰³⁻⁰⁵⁴ All of Lots 14 and 17, EXCEPTING therefrom that portion thereof conveyed to Morgan County, containing 2.2 acres, by Deed recorded in Book "T" of Deeds, Page 96, and land described in deed recorded in Book M28, page 484, conveyed to Goldfleck Corporation.

Section 5: ⁰¹⁻⁰⁰³⁻⁰⁵⁶ All EXCEPTING therefrom that portion thereof conveyed to Morgan County, containing 11.6 acres, by Deed recorded in Book "T" of Deeds, Page 96.

Section 6: ⁰¹⁻⁰⁰³⁻⁰⁵⁷ Lots 17, 18, 21, 22, 23, and 24.

Section 7: ⁰¹⁻⁰⁰³⁻⁰⁶¹ All.

Section 8: ⁰¹⁻⁰⁰³⁻⁰⁶² Lots 2, 3, 8, 9, and 16.

Section 9: ⁰¹⁻⁰⁰³⁻⁰⁶³ All EXCEPTING therefrom that portion conveyed to Morgan County, containing 0.60 acres, by Deed recorded in Book "T" of Deeds, Page 96.

Section 11: ^{01-TNL-003-073} A part of the North east Quarter of the Northwest Quarter, and a part of the Northwest Quarter of the Northeast Quarter of Section 11, in the above township and range, beginning at a point 1320 feet East of the Northwest corner of said Section 11, and running thence South 660 feet; thence East 1,980 feet; thence North 45° East 933.3 feet to the North line of said Section 11; thence West along said North line 2,640 feet, more or less, to the place of beginning.

Section 17: ⁰¹⁻⁰⁰³⁻⁰⁸⁶ All.

Section 18: ⁰¹⁻⁰⁰³⁻⁰⁸⁷ West 1/2 Northeast 1/4; Southeast 1/4 Northwest 1/4; East 1/2 Southwest 1/4 and Lot 4.

01-003-084
Section 19: All.
01-003-087
Section 20: South 1/2 Northwest 1/4; Southwest 1/4
Northeast 1/4; Northeast 1/4 Southwest 1/4.

TOWNSHIP 3 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN:

01-003-333-03
Section 23: Southeast 1/4 Southeast 1/4 EXCEPTING
therefrom those portions thereof lying
Easterly of the Westerly line of the
County Road, also that portion contained
in Warranty Deed to Wallace D. Carter and
his wife in Book "P" of Deeds, page 421;
also that portion contained in Warranty
Deed to Jane Bazzilla Florence Porter, et
al, in Book "S" of Deeds, page 404; also
that portion within the Cemetery located
upon said tract. Also that portion there-
of lying North of the North boundary fence
as shown by survey; and ALSO EXCEPTING
therefrom the land described in deeds re-
corded in Book M.14 page 419, and in Book
M.25, page 162, conveyed to Goldfleck
Corporation.

01-003-333-04
Section 26: In the East Half of said Section 26,
commencing 80 rods East of the center of
Section 26 in the center of Mill Creek and
running thence North 16 rods to the foot
of the hill; thence West 40 rods; thence
South 16 rods, more or less, to the center
of Mill Creek; thence East down the center
of Mill Creek 40 rods, more or less, to the
place of beginning.

01-HE3-014
01-HE3-015
The Northeast 1/4 of the Northwest 1/4, and
the West 1/2 of the Northwest 1/4 of the
Northeast 1/4 of Section 26. EXCEPTING
that portion thereof heretofore conveyed to
Morgan County, along the South side thereof,
by deed recorded in Book "O" of Deeds, page
559 and excepting part conveyed to Roy Morten-
son and wife by deed recorded in Book "R" of
Deeds, page 219.

01-003-337
All that portion of the East 1/2 of the North-
west 1/4 of the Northeast 1/4 of Section 26
which lies North of the North line of the
County Road. EXCEPTING therefrom that portion
thereof containing 0.70 acre, heretofore con-
veyed to Roy Mortenson and Vera O. Mortenson,
his wife, by deed recorded in Book "R" of
deeds, page 219.

A part of the East Half of the Northeast
Quarter of said Section 26, beginning at the
center of Mill Creek 23.80 chains North of
the Southeast corner of the Northeast Quar-
ter of said Section 26, and running thence
up the center of Mill Creek to the South-
west corner of the East Half of said North-
east Quarter; thence North to the South line
of the County Road (as conveyed by deed record-
ed in Book "O" of Deeds, page 559); thence

- 01-003-333-01
- 01-003-333-06
- 01-003-333-07
- 01-003-333-05
- 01-003-333-03
- 01-003-333-08
- 01-003-333-10
- 01-003-333-09
- 01-003-333-02
- LAMAR-01
- LAMAR-02

Northeasterly following the Southeast-
erly line of said road to a point which
is West of a point 3.37 chains South of
the Northeast Corner of said quarter sec-
tion; thence East along field land to the
East line of said quarter section; thence
South 12.83 chains more or less, to the
place of beginning. EXCEPTING therefrom
that portion thereof, containing 0.80 acre,
heretofore conveyed to Parley Mortenson and
Edith J. Mortenson, his wife, by deed record-
ed in Book "R" of Deeds, Page 218.

01-003-347
A part of the East 1/2 of the Northeast
1/4 of said Section 26, beginning at the
Northwest corner of said East 1/2 of the
Northeast 1/4, and running thence South
62 rods, more or less, to the North line
of the County Road (as conveyed by Deed
recorded in Book "O" of Deeds, page 559);
thence Northeasterly following the North-
westerly line of said road to the North
line of said quarter section; thence West
60 rods, more or less, to the place of
beginning. EXCEPTING therefrom that portion
thereof heretofore conveyed to Wendel Parley
Mortenson and Lakue K. Mortenson, his wife,
containing 2.65 acres, and recorded in Book
"Q" of Deeds, page 37.

- Section 27: *01-003-344* All
- Section 28: *01-003-346* An undivided 56/64th interest in all of
this section.
- Section 32: *01-003-354* All
- Section 34: *01-003-357* All of Lots 1, 2, 3, 4, 5, 6, 7 and 8.

TOWNSHIP 3 NORTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN:

- 01-003-380*
Section 14: Lots 1, 2, 3, 4, 5, 6, and 7.
- 01-TNL-003-398*
Section 22: Lots 4, 5, 14, and 15.
- 01-TNL-003-399*
Section 27: All.
- 01-TNL-003-411*
Section 32: All.
- 01-TNL-003-412*
Section 33: All.
- 01-003-413*
Section 35: All.

All of the foregoing land is conveyed subject to outstand-
ing oil and mineral rights and rights-of-way of record,
and subject to any and all easements thereon based on use
or occupancy, whether of record or not.

EXCEPTING from the above-described land any and all land
covered by the real estate contract dated December 31,
1969, between the parties, heretofore conveyed by deed
or deeds to or from either the grantors or the grantees,
namely conveyances between the parties to said contract,
including but not limited to the following:

A part of the North 1/2 of Section 26,
Township 3 North, Range 2 East, Salt
Lake Base and Meridian, described as
follows:

Section 2: All
Section 3: All
Section 24: All

TOWNSHIP 2 NORTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN:
01-000-077-01

Section 1: Beginning at the South Quarter corner of Section 36, Township 2 North, Range 3 East, SLM, and running thence South 3207 feet; thence West 1320 feet; thence South 70°41' West 772 feet; thence South 20°31' West 640 feet; thence South 22°34' West 1690 feet; thence South 34°12' 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, SLB&M, 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 71°22' West along said road 99.60 feet; thence North 11°44'40" West 309 feet; thence North 78°19'16" East 11.56 feet; thence North 9°06' East 730.72 feet; thence South 77°49'52" East 268.37 feet; thence South 7°41' West 445.17 feet; thence South 6°43' West 216.55 feet; thence South 3°27'20" West 240.42 feet of said Northerly line of State Highway 65; thence South 71°22' West 133.84 feet along said line to the point of beginning. Containing 6.0 acres.

01-000-077-01

00082379 BK 00159 Pg 00671