

Account No. 54400

Contract D-4

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

Stephen W. Owen Trust, herein  
"Petitioner") hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for  
the allotment of the beneficial use of 1.0 acre-feet of untreated water annually, for irrigation and  
domestic purposes, on land situated in Summit County, Utah, legally described as follows:

Section 8 Township 1S, Range 7E, Acres 20.63

Tax Serial No.(s) : CD-392-6

00507535 BK01147 Pg00478-00481

SEE ATTACHED EXHIBIT "A"  
ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
1998 MAY 21 10:44 AM FEE \$1.00 BY DMG  
REQUEST: WEBER BASIN WATER CD

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 \$ 15.00  
per acre-foot.

b. To pay an additional amount annually to be fixed by the District's Board of  
Directors for operation, maintenance or other charges.

c. To pay an annual amount, per acre-foot, not to exceed \$5.00 annually as  
determined by the District to pay the District's special costs and expenses in administering this  
allotment.

d. To pay an amount equal to the assessments imposed by the State Engineer for the  
distribution of the water replaced hereunder.

The amounts so fixed shall be paid whether or not the Petitioner actually takes and uses the  
water allotted.

The amount 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water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation  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.

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.

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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. 54400 previously in the name of Gordon P. Owen, jr. hereinafter the "contract lien." There is presently an outstanding balance owed the District of \$ N/A, 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 accrued interest shall remain a lien upon the land until discharged. The parties agree further that in the event the indebtedness represented by the contract lien and accrued interest is not fully discharged on or before N/A District may cancel this contract, retain both its contract lien and tax lien and inform the

State Engineer of the cancellation and request that the corresponding exchange application be invalidated. The District may also elect to foreclose its contract lien against the land.

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), (b), (c) and (d) 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 11 day of FEBRUARY, 1998.

Stephen W. Owen TRUST  
Stephen W. Owen TRUSTEE  
Petitioner and Owners of Land above-described

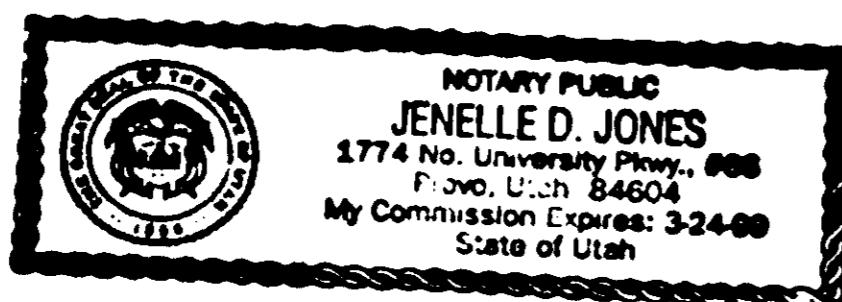
3238 N 140 W  
PROVO, UTAH 84604

Address

STATE OF UTAH )  
                  ) SS.  
COUNTY OF UTAH)

On the 11<sup>th</sup> day of February 1998 personally appeared before me Stephen W. Owen  
Trustee, the signer(s) of the above instrument, who duly acknowledged to  
me that he executed the same.

Jenelle D. Jones  
NOTARY PUBLIC




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ORDER ON PETITION

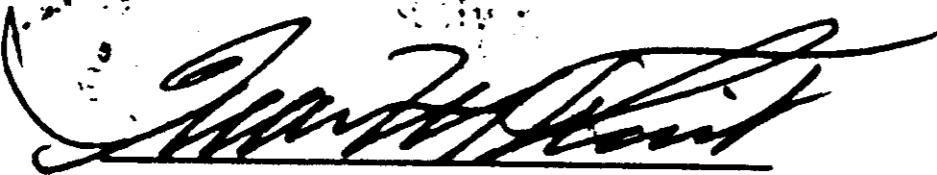
DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Stephen W. Owen Trust be granted an allotment of 1.0 acre-foot of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 19 day of March, 1998.

WEBER BASIN WATER  
CONSERVANCY DISTRICT

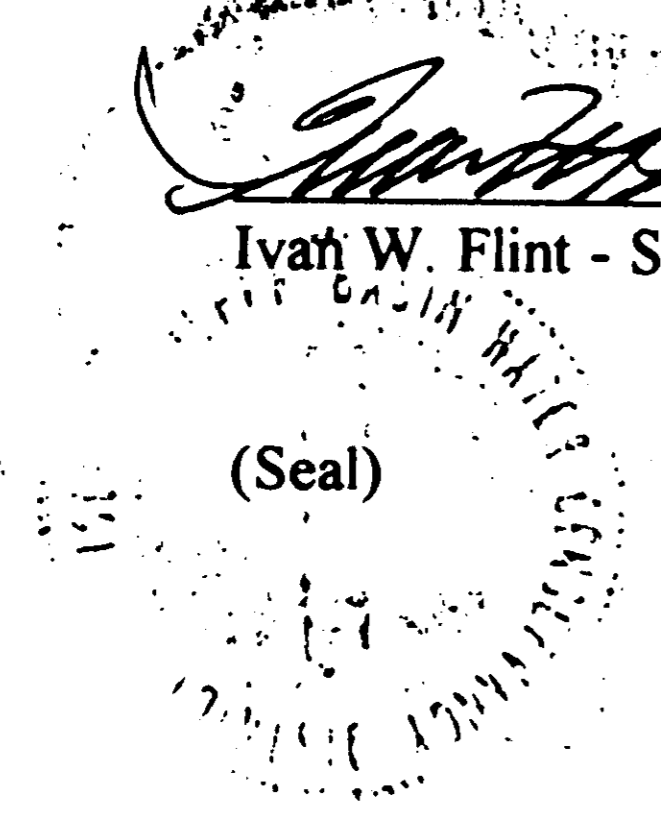
By   
Chairman, Board of Directors  
Stephen A. Osguthorpe

ATTEST:



Ivan W. Flint - Secretary

(Seal)



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