

Antelope Ridge, Inc.

Antelope Hill 3
69-315-0364- thru 0399

FOR THE ALLOTMENT OF MUNICIPAL UNTREATED WATER FOR IRRIGATION PURPOSES
FOR USE BY INDIVIDUALS

Area: North Davis

RETURNED

OCT 24 2001

E 1697833 P 2911 P 154
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 OCT 24 9:25 AM FEE .00 DEP JB
REC'D FOR WEBER BASIN WATER CONNS DIST

Antelope Ridge, Inc., herein styled petitioner, elects to purchase and hereby applies to the Weber Basin Water Conservancy District, herein styled the District for the allotment of the beneficial use of 10.9 acre-feet of Weber Basin Project municipal untreated water for the irrigation of 13.41 acres of land situated in Davis County, Utah as described below. This petition supersedes and incorporates _____ records of _____ County, Utah, _____ and order recorded in Book _____, Page _____, records of _____ County, Utah.

DESCRIPTION OF LAND: SECTION 9 TOWNSHIP 4N RANGE 1W ACRES 13.41 ACRE-FOOT 10.9

Boundary Description:

Beginning at the Northwest corner lot 238, Antelope Hill Subdivision Phase 2 as recorded with the office of the Davis County Recorder, said Point being South 89°18'00" East 648.39 Feet along the Section line and North 00°08'40" East 1827.48 Feet from the Southwest Corner of Section 9, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Thence North 00°08'40" East 812.85 Feet along a fence line and the East Line of Quail Crest Subdivision Phase 3 as recorded with the office of the Davis County Recorder; Thence South 89°22'00" East 693.25 Feet along the Section Line; Thence South 00°56'31" East 426.71 Feet along a fence line; Thence South 00°18'10" East 285.58 Feet along a fence line; Thence South 00°03'06" West 123.37 feet along a fence line to the North line of said Antelope Hill Subdivision Phase 2; Thence along the North Line of said Antelope Hill Subdivision Phase 2 the following seven (7) courses, North 89°51'20" West 139.45 feet, North 00°08'40" East 0.62 feet, North 89°51'20" West 166.00 Feet, North 89°51'20" West 300.00 Feet, North 00°08'40" East 25.00 feet and North 89°51'20" West 98.30 Feet to the point of beginning.

Contains: 13.41 acres, 36 lots.

The Petitioner agrees:

1. To purchase and pay for the right to use such water, whether or not petitioner actually takes and uses the same, at the price to be fixed annually by the Board of Directors of the District, which shall include the following items:
 - (a) \$ 99.66 per acre-foot, annually, for all water allotted hereunder.
 - (b) An amount hereby designated as distribution system charge of not to exceed \$21.50 annually for each delivery point provided forth land described above. In the event of the division of the said land into separate ownerships served from the same delivery point, the said charge of \$21.50 annually shall be made for each parcel in new ownership.
 - (c) A fair proportionate amount of operation, maintenance, and replacement charges as determined by the District.
2. The aggregate of the amounts so fixed shall be a tax lien upon the above described lands and shall be paid in accordance with the provisions of the Water Conservancy Act of Utah and as the same may be amended. Nothing contained in this paragraph shall be construed to exempt the petitioner from paying the taxes levied pursuant to Sections 73-9-16 and 73-9-20 Utah Code Annotated, 1953, as amended.
3. The charges specified in paragraph (1) shall remain effective against the lands herein described, provided that the District may reallocate the water allotted pursuant to this petition, and the charges specified in paragraph (1), to parcels of said land in separate ownership in accordance with the rules and regulations of the District.
4. Periods of delivery: In no event shall the District be required to make deliveries of water hereunder other than during the irrigation seasons.
5. District water so allotted shall be delivered and measured at a point or points designated by the District after consultation with petitioner or his representative. It shall not be the responsibility of the District to provide facilities to convey the water from such point or points to the place of use. The petitioner agrees to bear a pro rata share of all conveyance evaporation losses. Water delivered under this petition shall be restricted to a maximum of _____ gallons per minute.
6. The waste seepage or return flow from water delivered pursuant to this petition shall belong to the District for the use and benefit of the Project. The District may substitute in lieu of stored water any other water available to the District to the extent that it can be delivered at points where it can be used, provided such water is of quality suitable for irrigation use.
7. In the event there is a shortage of District water caused by drought, inaccuracy 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 the United States, or any of their officers, agents or employees or either of them 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 shortages, allocations of treated and untreated water to municipalities for municipal, domestic and industrial use shall have first priority. Deliveries of water allotted pursuant to this petition shall be reduced in the proportion that the number of acre-feet of such shortage, as determined by the District, bears to the total number of acre-feet allocated for irrigation use.

(Over)

Anelope Ridge, Inc.

8. The Purchaser agrees that he 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.

9. The provisions of the Water Conservancy Act of Utah, and the rules of regulations of the Board of Directors of said District shall be binding upon the petitioner.

10. "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."

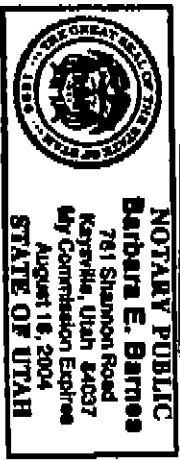
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Dated this 26 day of June, 2001.
Jaydene Love, President
Petitioner and owners of lands above described

STATE OF UTAH
County of Davis

On the 26 day of June, 2001, personally appeared before me Jaydene Love, who being by me duly sworn did say that they are the signers of the within instrument, who duly acknowledged to me that they executed the same.

Barbara E. Barnes Public
Residing at _____
My commission expires _____



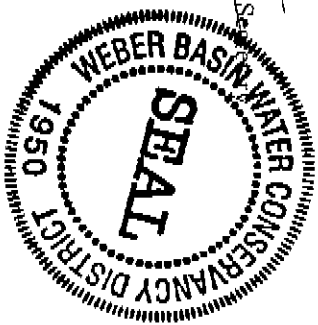
ORDER ON PETITION

Due notice having been given and hearing had, it is ordered that the foregoing petition of Anelope Ridge, Inc., be granted and an allotment of 10.9 acre-feet of irrigation water is hereby made to the lands therein described, upon the terms, at the rate and payable in the manner as in said petition set forth.

Date this 26 day of September, 2001.

WEBER BASIN WATER CONSERVANCY DISTRICT
By Norman J. Montgomery
Norman J. Montgomery - President

ATTEST: [Signature]
Age [Blank] Yrs, PE
General Manager/CBO
(SEAL)



(Over)