

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

Marc Steinhilber (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 17, Township 1S, Range 5E, Acres _____

Tax I.D. No. (s): SS-69-11

00767605 Bk01769 Pg00341-00345

ALAN SPRIGGS, SUMMIT CO RECORDER
2006 FEB 06 13:25 PM FEE \$1.00 BY GGB
REQUEST: WEBER BASIN WATER

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underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring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

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 5 day of OCT, 2005.

Marc Steinhilber

Petitioners and Owners of Land
above-described

Marc Steinhilber

5959 Trailside Loop

Park City, UT 84098

Address

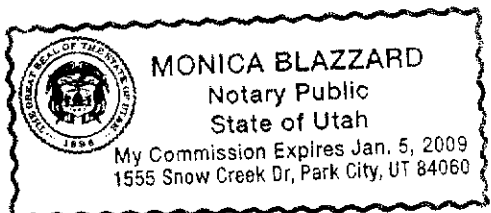
STATE OF UTAH)
 : ss.
COUNTY OF)

On the 5 day of October, 2005, personally appeared before me Marc Steinhilber, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Monica Blazzard

NOTARY PUBLIC

(SEAL)



ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Marc Steinhilber be granted and an allotment of 1.0 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 2 day of December 2005.

WEBER BASIN WATER CONSERVANCY
DISTRICT

BY Jewel Lee Kenley
Jewel Lee Kenley, Chairman

ATTEST:

Tage I. Flint
Tage I. Flint, Secretary

(SEAL)



EXHIBIT "A"

LOT 47, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS DUE EAST 8348.378 FEET AND DUE SOUTH 2708.183 FEET FROM THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH (SAID NORTHWEST CORNER BEARING NORTH 1°06'56" WEST FROM THE SOUTHWEST CORNER AND BEING THE BASIS OF BEARING FOR THIS DESCRIPTION)
THENCE NORTH 79°26'57" EAST 778.058 FEET, THENCE SOUTH 18° EAST 1790.433 FEET, THENCE SOUTH 58°21'44" WEST 1007.138 FEET, THENCE SOUTH 73°21'40" WEST 39.029 FEET, THENCE NORTH 18° WEST 1045.493 FEET, THENCE NORTH 76°41'54" EAST 247.099 FEET, THENCE NORTH 18° WEST 1102.591 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A 50 FOOT RIGHT OF WAY DESIGNED AS RIGHT OF WAY "G" AND "E"

RIGHT OF WAY "E"

A 50 FOOT RIGHT-OF- WAY, 25 FEET ON EACH SIDE OF ITS CENTER LINE, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 196, SAID POINT BEING SOUTH 0°06'48" EAST ALONG THE SECTION LINE 219.745 FEET AND NORTH 58° 51' EAST 670.250 FEET FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN WHICH CORNER IS NORTH 89° 23' 18" EAST(USED AS THE BASIS OF BEARING IN THIS DESCRIPTION). FROM THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 5 EAST SALT LAKE BASE & MERIDIAN; THENCE NORTH 31°00' WEST 566.366 FEET; THENCE NORTH 86° 18'55" WEST 588.992 FEET; THENCE NORTH 50°30' WEST 475.00 FEET; THENCE NORTH 86°18'55" WEST 588.992 FEET; THENCE SOUTH 85°30' WEST 84.652 FEET; THENCE NORTH 3°22'59" EAST 1016.772 FEET THENCE NORTH 7°29'45" EAST 574.913 FEET; THENCE NORTH 17°54'16" EAST 341.541 FEET; THENCE NORTH 44°12'55" EAST 258.118 FEET; THENCE NORTH 72°53'50" EAST 204.022 FEET; THENCE SOUTH 84°35'46" EAST 371.652 FEET; THENCE NORTH 72°08'07" EAST 635.649 FEET; THENCE NORTH 54°41'42" EAST 1574.587 FEET; THENCE NORTH 34°50'27" EAST 621.340 FEET; THENCE NORTH 55°36'04" EAST 672.625 FEET; THENCE NORTH 73°21'40" EAST 908.020 FEET; THENCE NORTH 58°21'44" EAST 1239.136 FEET; THENCE NORTH 42°18'58" EAST 906.091 FEET; THENCE NORTH 74°30' EAST 356.746 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF A 50 FOOT RIGHT -A WAY RUNNING NORTH SOUTH

RIGHT OF WAY "G"

A 50 FOOT RIGHT-OF-WAY, 25 FEET ON EACH SIDE OF ITS CENTER LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°38'12" EAST ALONG THE SECTION LINE 1296.507 FEET DUE NORTH 10586.767 FEET FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, WHICH CORNER IS NORTH 89°23'18" EAST(USED AS THE BASIS OF BEARING IN THIS DESCRIPTION) FROM THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 6°30' WEST 403.362 FEET; THENCE SOUTH 39°48'20" WEST 546.717 FEET; THENCE SOUTH 15°46'51" EAST 956.033 FEET; THENCE SOUTH 22°33'26" EAST 703.847 FEET; THENCE SOUTH 48°33'22" EAST 626.997 FEET; THENCE SOUTH 80°02'10" EAST 375.666 FEET; THENCE NORTH 79°26'57" EAST 3261.593 FEET TO A POINT OF INTERSECTION WITH CENTER LINE OF ANOTHER 50 FOOT RIGHT-OF-WAY RUNNING NORTH-SOUTH; THENCE NORTH 63°12'38" EAST 228.028 FEET; THENCE NORTH 44°42' EAST 675.296 FEET

TAX PARCEL NO. SS-69-11

BK1769 PG0345