

Account No. 79066

Contract D-4

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

Robert & Ange' Workman "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 Morgan County, Utah, legally described as follows:

Section 4, Township 2N, Range 3E, Acres _____

Tax Serial No. (s): 01-002-063-01 & 01-002-055
00-0000-1618 & 00-0069-3341

SEE ATTACHED "EXHIBIT A"

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 annually to be fixed by the District's Board of Trustees 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 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.

Ent 125336 Bk 296 Pg 993
Date: 21-MAR-2012 9:03:38AM
Fee: None
Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: WEBER BASIN WATER CONSERVANCY

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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.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 there from 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.

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. 46512 previously in the name of James & Diane Mortenson hereinafter the "contract lien." There is presently an outstanding balance owed the District of \$ _____, 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 Trustees.

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 13 day of Dec., 2011

Angie Walker
[Signature]

Petitioner and Owners of Land
 above-described

6100 S. Hwy. 66
Morgan, UT 84050

Address

STATE OF Utah)
) ss.
 COUNTY OF Utah)

On the 13 day of December, 2011, personally appeared before me Halen Seevinck, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Halen Seevinck
 NOTARY PUBLIC

(SEAL)



ORDER ON PETITION


DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Robert & Ange' Workman 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 27th day of January, 2012.

WEBER BASIN WATER CONSERVANCY
DISTRICT

By Karen W. Fairbanks
Karen W. Fairbanks, Chairman

ATTEST:


Tage I. Flint, Secretary

(SEAL)



EXHIBIT "A"

PARCEL 1:

ALL OF LOTS 13, 18, 19, 20 AND THAT PORTION OF THE SOUTHEAST QUARTER OF SAID SECTION 4, TOWNSHIP 2 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, LYING SOUTHWESTERLY OF THE MORGAN COUNTY ROAD, LESS AND EXCEPTING THE WEST 150 FEET OF LOT 13 LOCATED NORTH HIGHWAY 66, DEEDED TO DEPARTMENT OF NATURAL RESOURCES IN BOOK M71 AT PAGE 226.

LESS AND EXCEPTING THEREFROM TWO ACRES, MORE OR LESS, PREVIOUSLY CONVEYED FOR ROADWAY PURPOSES (BOOK M9, PAGE 58) AND 1.02 ACRES PREVIOUSLY CONVEYED TO JAMES A. MORTENSON (BOOK M9, PAGE 59).

PARCEL 2:

ALL OF LOTS 1, 2, 3, 4, 7, 8, 9, 10 AND THOSE PORTIONS OF LOTS 6 AND 11, SECTION 9, TOWNSHIP 2 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CORNER MARKER THE NORTHWEST CORNER OF SAID SECTION 9, AND RUNNING EASTERLY ALONG THE SECTION LINE WHICH IS THE NORTH BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN A WARRANTY DEED IN BOOK M86, AT PAGE 318 AS RECORDED IN THE OFFICE OF THE MORGAN COUNTY RECORDER; THENCE SOUTH 81°26' EAST 2474.34 FEET; THENCE EAST 870.82 FEET ALONG SAID SECTION LINE; THENCE SOUTH 00°02'11" EAST 3973.59 FEET; THENCE SOUTH 89°50'37" EAST 366.53 FEET; THENCE SOUTH 00°00'24" EAST 1164.27 FEET TO THE SECTION LINE; THENCE NORTH 86°28'12" WEST ALONG THE SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE NORTH 5280.00 FEET ALONG SECTION LINE TO THE POINT OF BEGINNING.

Subject to a Life Estate of Darlene F. Mortenson as granted in that certain Grant of Life Estate dated July 28th, 2010.

Also subject to a Life Estate of Edward Glen Mortenson and Maxine Mortenson dated July 28, 2010 in and to that portion of the Southeast Quarter of Section 4, Township 2 North, Range 3 East SLB&M commonly known as 6000 South Highway 66 Morgan, Utah containing 1.3603 acres.

Also subject to a Grant of Pipeline Easement in favor of James A. Mortenson and Diana F. Mortenson, dated July 28th, 2010.

Serial Number: 01-002-063-01 and 01-002-055

