

RETURNED

MAY - 3 2000

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

E 1588693 B 2244 P 53
SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 MAY 3 7:28 AM FEE .00 DEP CV
REC'D FOR WEBER BASIN WATER

Area: North Davis

Antelope Ridge, Inc

Antelope Ridge, Inc
Lots 1-32 Antelope Hill, pl 1 & Street & Station Road
9-292-0001 thru 0032

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 8.7 acre-feet of Weber Basin Project municipal untreated water for the irrigation of 15.88 acres of land situated in Davis County, Utah as described below. This petition supersedes and incorporates certain and order recorded in Book _____, Page _____, records of _____ County, Utah.

DESCRIPTION OF LAND: SECTION 9 TOWNSHIP 4N RANGE 1W ACRES 15.88 ACRE-FEET 8.7

SEE ATTACHED EXHIBIT 'A'

The Petitioner agrees:

- 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:
 - \$ 99.66 per acre-foot, annually, for all water allotted hereunder.
 - 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.
 - A fair proportionate amount of operation, maintenance, and replacement charges as determined by the District.
- 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.
- 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.
- Periods of delivery: In no event shall the District be required to make deliveries of water hereunder other than during the irrigation seasons.
- 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.
- 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.
- 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.
- 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.
- 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.
- "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"

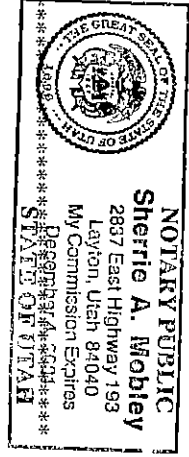
Dated this 29th day of Feb., 2000.

Judene Fore
Petitioner and owners of lands above described

STATE OF UTAH
County of DAWA

On the 29 day of Feb., 2000, personally appeared before me Judene Fore, 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.

Sherrie A. Mobley
Residing at _____
My commission expires _____
Notary Public
(SEAL)



ORDER ON PETITION

Due notice having been given and hearing had, it is ordered that the foregoing petition of Antelope Ridge Inc. be granted and an allotment of 8.7 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 31st day of March, 2000.

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

ATTEST: Ivan W. Flint
Secretary

(SEAL)



Antelope Hill Phase 1:

Beginning at the Southeast Corner of Quail Crest Subdivision Phase 1, said point being South 89 degrees 18'00" East 648.39 along the section line and North 0 degrees 08'40" East 505.35 feet from the Southwest corner of Section 9, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;

thence North 0 degrees 08'40" East 751.76 feet along the east line of Quail Crest Subdivision Phase 1 to and along the east line of Quail Crest Subdivision of Phase 2;

thence South 89 degrees 51'20" East 158.30 feet;

thence South 0 degrees 08'40" West 14.62 feet;

thence South 89 degrees 51'20" East 240.0 feet;

thence South 0 degrees 08'40" West 9.06 feet;

thence South 89 degrees 51'20" East 166.0 feet;

thence North 0 degree 08'40" East 0.42 feet;

thence South 89 degrees 51'20" East 150.85 feet;

thence South 0 degrees 38'06" East 429.12 feet;

thence South 89 degrees 18'00" East 57.01 feet;

thence easterly 102.20 feet along the arc of 1364.65 foot radius curve to the right (center bears South 0 degrees 42'00" West and long chord bears South 87 degrees 09'16" East 102.18 feet, with a central angle of 4 degrees 17'28");

thence easterly 97.71 feet along the arc of a 1304.55 foot radius curve to the left, (center bears North 4 degrees 59'28" East and long chord bears South 87 degrees 09'16" East 97.69 feet, with a central angle of 4 degrees 17'28");

thence South 89 degrees 18'00" East 881.66 feet to the center line of an existing road known as Fort Lane Street, (said center line being established by a field survey of the center line of the existing asphalt roadway);

thence South 0 degrees 17'32" East 60.01 feet along the existing established center line as described above;

thence North 89 degrees 18'00" West 882.69 feet;

thence westerly 102.20 feet along the arc of a 1364.55 foot radius curve to the right, (center bears North 0 degrees 42'00" East and long chord bears North 87 degrees 09'16" West 102.18 feet, with a central angle of 4 degrees 17'28");

thence westerly 97.71 feet along the arc of a 1304.65 foot radius curve to the left, (center bears South 4 degrees 59'28" West and long chord bears North 87 degrees 09'16" West 97.69 feet, with a central angle of 4 degrees 17'28");

thence North 89 degrees 18'00" West 55.61 feet;

thence South 0 degrees 38'06" East 534.18 feet to the north line of the Davis and Weber Canal;

thence North 58 degrees 16'53" West 98.59 feet along the north line of the Davis and Weber Canal;

thence North 55 degrees 23'12" West 107.54 feet along the North line of the Davis and Weber Canal;

thence North 68 degrees 10'35" West 122.18 feet along the north line of the Davis and Weber Canal;

thence North 77 degrees 34'19" West 136.35 feet along the north line of the Davis and Weber Canal;

thence North 72 degrees 04'19" West 284.59 feet along the north line of the Davis and Weber Canal;

thence North 61 degrees 09'16" West 44.08 feet along the north line of the Davis and Weber Canal to the point of the beginning.

Contains 15.88 acres, 32 lots.