

Account No. 81013

Contract D-1

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

Larry D. Youngblood and Ruth H. Youngblood  
(herein "Petitioner"), hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the allotment of the beneficial use of 1.0 acre-foot of untreated water annually, for irrigation and domestic purposes, on land situated in Weber County, Utah, legally described as follows:

Section 29, 32, Township 7N, Range 1E, Acres \_\_\_\_\_

Tax Serial No (s): ~~22-032-0009~~ 22-033-0009

ALL OF LOT 45, SILVER BELL ESTATES, WEBER COUNTY, UTAH,  
ACCORDING TO THE OFFICIAL PLAT THEREOF.

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 \$99.66 per acre-foot.

b. To pay an additional amount, per acre foot, annually to be fixed by the District's Board of Directors 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 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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.

E# 1464266 BK2037 PG1217  
DOUG CROFTS, WEBER COUNTY RECORDER  
05-OCT-99 9:12 AM FEE \$ .00 DEP MW  
REC FOR: WEBER.BASIN.WATER.CONSERV.DIST

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 Directors.

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 6 day of August, 1999.

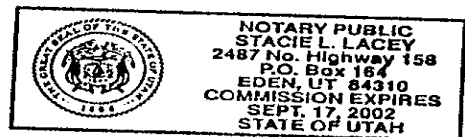
  
Petitioners and Owners of Land  
above-described

Larry Youngblood  
P.O. Box 417  
Eden, Utah 84310  
Address

STATE OF UTAH )  
                          : ss.  
COUNTY OF Weber

On the 6 day of Aug, 1999, personally appeared before me Larry D. Youngblood  
Ruth W. Youngblood, the signer(s) of the above instrument, who duly acknowledged to me that  
he executed the same.

  
NOTARY PUBLIC  
Residing at: Eden, UT My Commission  
Expires: 9/17/02




ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Larry D. Youngblood and Ruth H. Youngblood, granted and 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 24 Day of September, 1999.

WEBER BASIN WATER  
CONSERVANCY DISTRICT

BY   
Chairman, Board of Directors  
Norman J. Montgomery

ATTEST:

  
Ivan W. Flint - Secretary  
(Seal)

ES 1666266 BK2037 PG1220

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# DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on June 22, 1998  
The trustor is LARRY D YOUNGBLOOD and RUTH H YOUNGBLOOD

The trustee is First Security Bank, N.A. ("Trustee"). The beneficiary is  
First Security Bank, N.A., which is organized and existing  
under the laws of the United States of America, and whose address is  
2068 South 1100 East Salt Lake City, UT 84106 ("Lender").  
Borrower owes Lender the principal sum of Two Hundred Thousand, and No/100

Dollars (U.S. \$ 200,000.00). This debt is evidenced by Borrower's  
note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the  
full debt, if not paid earlier, due and payable on July 1, 2028.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with  
interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with  
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the  
performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this  
purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following  
described property located in WEBER County, Utah:

**ALL OF LOT 45, SILVER BELL ESTATES NO. 1, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL  
PLAT THEREOF.**

which has the address of 3844 EAST VIKING DR, EDEN,  
Utah 84310 ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,  
appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also  
be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the  
"Property."