

\*W2095223\*

# CONTRACT BETWEEN WEBER BASIN WATER CONSERVANCY DISTRICT AND WOLF CREEK PROPERTIES, LLC FOR THE SALE AND USE OF UNTREATED WATER

THIS CONTRACT, made this 5 day of November, 2005, between the WEBER BASIN WATER CONSERVANCY DISTRICT, organized under the laws of the State of Utah, herein styled "District", and Wolf Creek Properties, LLC, a Limited Liability Company of Utah, of Eden Town, Weber County, Utah, herein styled "Purchaser",

## WITNESSETH:

WHEREAS, the Purchaser desires, by means of a well to divert or withdraw underground water for domestic and miscellaneous purposes at or near the following location in Weber County, State of Utah, to-wit: See attached legal description. Said diversion will intercept and withdraw underground water that will require replacement, and the District has water to sell to Purchaser to replace the water so intercepted and withdrawn.

NOW, THEREFORE, in consideration of the mutual and dependent promises and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

1. <u>SALE OF RIGHT TO USE WATER</u>: The District, for the price hereinafter specified, hereby sells and agrees to provide in the manner and at the place hereinafter provided, and purchaser hereby purchases the perpetual right to use in each calendar year as hereinafter specified, untreated water in the amounts specified, to-wit:

Year	Acre-Feet
2005	100
2006	200 (being an additional 100 acre-feet)
2007	300 (being an additional 100 acre-feet)

E# 2095223 Pg 1 OF22 DOUG CROFTS, WEBER COUNTY RECORDER 06-APR-05 903 AM FEE \$.00 DEP SGC REC FOR: WEBER.BASIN.WATER.CONSERV.DIST and 300 acre feet annually thereafter.

The purchase of the right to use annually the quantities of water hereinabove specified represent minimum amounts and Purchaser may accelerate its purchases hereunder by notifying the District in writing 90 days prior to the end of any calendar year of its intent to so accelerate and by specifying the amount of additional water, the right to use which purchaser desires to purchase commencing with the next calendar year; provided, however that in the event purchases are so accelerated, Purchaser shall not be relieved of its obligation to purchase the minimum amount provided for in each succeeding year thereafter, until Purchaser has completed purchase of the right to use a total of 300 acre feet annually.

- 2. <u>APPROVED EXCHANGE</u>. Purchaser warrants and represents that prior to its use of the untreated District water, specified in the next preceding paragraph as replacement water, it will obtain approval from the State Engineer of Utah. The District will not be obligated to provide water to the Purchaser as herein provided until satisfactory evidence is furnished that the use of this water as replacement water has been approved by the State Engineer of Utah.
- 3. PLACES OF DIVERSION, RELEASE AND USE. The use of the water covered hereby is sold to purchaser solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by said well for domestic and miscellaneous use in and upon such lands located in Weber County, Utah, as are or hereafter may be included within the boundaries of Purchaser and for no other use or purpose. Its use as replacement water shall be subject to such rules and regulations as the State Engineer of Utah may from time to time prescribe. Release of such replacement water shall be made from storage in the Pineview Reservoir and shall be made as directed by the State Engineer of Utah or his representative at said Reservoir. The District shall have no obligation to provide works or facilities of any type to

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carry such water from such points of diversion or release to its ultimate place of use. Purchaser shall have no right to hold over or accumulate the right to use water from year to year.

- 4. <u>PAYMENT FOR USE OF WATER</u>: For the purchase of the use of the annual quantity of water which the District holds and will hold for Purchaser as herein provided, Purchaser shall pay to the District an annual amount to consist of the total of the following items:
  - (a) \$99.66 per acre-foot of water. Such price per acre-foot shall continue until such time as the District may otherwise determine; provided, only, that an increase in such price shall become operative only at the beginning of the next calendar year.
  - (b) A fair proportionate amount of estimated operating and maintenance charges of the District for the then calendar year. Such fair proportionate amount shall be determined each year by the Board of Trustees of the District and the determination shall be final and conclusive.

The first annual payment under items (a) and (b) above shall be made by the Purchaser to the District concurrently with the execution hereof by Purchaser, and shall be in payment for water available for use of Purchaser in the calendar year in which this contract is approved by the Board of Trustees of the District; provided, however, if such approval by the Board of Trustees of the District is given on or subsequent to October 1 of the then year, the payment so made by Purchaser shall apply as a credit upon the amount accruing hereunder for the next succeeding calendar year, and no payment shall be required for the remainder of the calendar year in which such initial payment is made. Succeeding annual payments shall be made by the Purchaser to the District on or before January 1 of each year thereafter. Each annual payment shall be made to the District whether or not all or any part of the water is called for or used hereunder.

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Purchaser's obligation to pay for the water as described above exists irrespective of whether purchaser actually uses the water.

- 5. <u>PENALTY FOR DELINQUENCY</u>: Every installment or charge required to be paid to the District under this contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at the existing prime interest rate as of January 1 of each year.
- 6. SECURITY FOR PAYMENT: In order to secure the annual payments called for by Paragraph 4 of this contract, Purchaser agrees to impose and collect such fees or charges, including penalties and interest for delinquencies as specified by Section 17A-2-1320, UCA (1953), for any water, services, or facilities provided by it as shall always be sufficient to meet its annual operating and maintenance expenses and its obligations to Weber Basin in accordance with said Paragraph 4 above. In the event of a shortage of revenue for such obligations, Purchaser agrees to pay District first out of revenues received.
- 7. REMEDIES OF DISTRICT IN CASE OF DEFAULT: If Purchaser shall fail to make any payment due hereunder on or before the due date, the District may refuse the delivery of water, or upon 30 days prior written notice to Purchaser, cancel this contract in its entirety, but either or both of these remedies are not exclusive, and the District may exercise any other remedy given by this contract or by law to enforce collection of any payment due hereunder.
- 8. <u>INDEMNITY</u>. Purchaser agrees to indemnify and hold District harmless with respect to any liability, claims, demands, or causes of action asserted against District by third parties based on the reliance of such third parties on the provision of this contract.
- 9. <u>TERM</u>. The right to the use of water purchased hereunder by Purchaser is intended to remain in effect on a perpetual basis and Purchaser shall have no right to cancel all or any part of

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the right hereunder contracted for unless Purchaser meets District's guidelines for cancellation and obtains prior approval of District's Board of Trustees.

- 10. RELIEF IN EVENT OF DROUGHT AND WATER SHORTAGE: 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 accrue against the District or any of its officers, agents, or employees 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 shortage, allocations of treated and untreated water for municipal, domestic and industrial use shall have first priority.
- FACILITIES: The Purchaser shall construct, operate and maintain, without cost to the District, the well facilities necessary to divert and accurately measure its water supply. The metering or other measuring device installed by the Purchaser shall be satisfactory to the State Engineer. The District has no responsibility for the quality or quantity of water that the Purchaser is able to obtain through the means of diversion permitted by its approved exchange application as hereinabove specified.
- 12. <u>BENEFICIAL USE OF WATER</u>: The basis, the measure and the limit of the right of the Purchaser in the use of water shall rest perpetually in Purchaser's efforts in the beneficial application thereof, and the Purchaser agrees to put the water, the right to use of which is purchased hereunder, to beneficial use in accordance with law and acknowledges that this is solely its obligation.

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- 13. OBSERVATION OF FEDERAL AND STATE ENVIRONMENTAL LAWS. Purchaser agrees that it will fully comply with all applicable federal, state and District laws, orders, regulations, and policies, all as administered by appropriate authorities, concerning the environmental impact of Purchaser's use of water hereunder on streams, reservoirs, ground water, or water courses with respect to pollution resulting from thermal pollution or the discharge of refuse, garbage, sewer effluent, industrial waste, oil, mine tailings, mineral salts or other materials not allowed to be discharged by applicable law or from any other source whatsoever.
- 14. ASSIGNMENT LIMITED SUCCESSORS AND ASSIGNS OBLIGATED:

  Neither this contract nor any part hereof or interest therein shall be assigned by Purchaser without the prior written approval of District first had and obtained. Further, the provisions of this contract shall apply to and bind the successors and permitted assigns of the parties hereto.
- 15. <u>AMENDMENT</u>: This contract may be amended by the parties hereto and such amendment shall be effective upon execution by both parties and the attachment hereto of a signed copy of any such amendment.
- 16. ACCELERATION OF DELIVERY SCHEDULE: In the event the District at any time prior to January 1, 2007, receives a bona fide offer to purchase the right to use water which in its judgment it cannot supply except by invading that portion of the water covered by Paragraph 1 above which is allocated to deliveries to commence in future years, the District may notify the purchaser hereunder in writing that it proposes to terminate and cancel this contract as to a portion or all of the water so allocated to deliveries scheduled to commence in then future years, and thereupon the Purchaser shall,
  - (a) Within a period of one month after receipt of such notice elect in writing delivered to the District to accelerate the delivery and payment schedules

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set out in Paragraph 1 hereof to encompass for delivery and payment at the beginning of the next calendar year (or for payment within six months of the date of the District's notice if such notice is given after June 1 of any year, but such extension of time for payment shall apply only to such calendar year) the portion of the water referred to in the District's notice to Purchaser, or

- (b) Be deemed to have acquiesced in and consented to the termination and cancellation of such portion of the water as set out in the District's notice to the Purchase.
- 17. <u>NOTICE</u>: Any notice herein required to be given to the Purchaser shall be sufficiently given if sent by registered mail addressed to Purchaser at <u>3900 North Wolf Creek</u> <u>Drive, Eden, Utah 84310</u>, and to the District if sent by registered mail to 2837 East Highway 193, Layton, Utah 84040.
- 18. <u>REUSE</u>. 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 District for the use and benefit of the Weber Basin Project.

IN WITNESS WHEREOF, the parties have caused this contract to be executed and signed the day and year first above written.

PURCHASERS:

	•	TOROTH IDDRO.
		Wolf Creek Properties, LLC Address: 3900 North Wolf Creek Drive Eden, Utah 84310
Attest:		By:
_		

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WEBER BASIN WATER CONSERVANCY DISTRICT

President )

ATTEST:

Secretary

(SEAL)

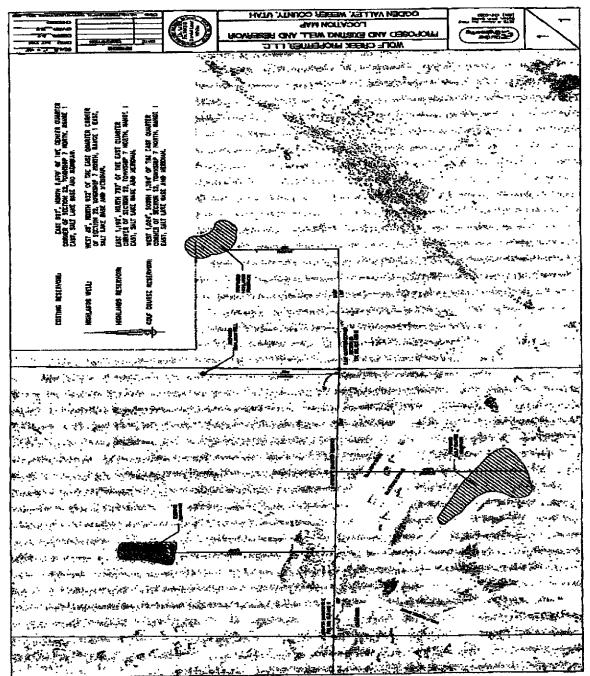


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# ACKNOWLEDGMENT OF THE WOLF CREEK PROPERTIES, LLC

State of )	
) ss. County of )	
Wolf Creek Properties, LLC th	1
<u>WEBER B.</u>	ACKNOWLEDGMENT OF ASIN WATER CONSERVANCY DISTRICT
State of ) ss. County of Davis	
<u>Jewel Lee Kenley. Tage 1.</u> Weber Basin Water Conserva	of, 2005 personally appeared before me, known to me to be the president/_ G.M. CEO of ancy District, the signers of the above instrument, who duly executed the same on behalf of Weber Basin Water Conservancy elegated to them.
(NOTARY SEAL)	Colette Swards
NOTARY PUBLIC SOWARDS	Notary Public in and for the State of
2837 East Highway 193 Layton, Utah Sch40 My Commission Expires	Residing at My commission expires:

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Welf Creek Properties

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08/51/5004 14:13 EVX 801 236 8117 3

#### MORTGAGE AND SECURITY AGREEMENT

	THIS MORTGAGE	AND SECURITY	AGREEMENT	nade t	his $\mathcal{I}$	day
of	Februard		, 20	05	, be	tween
Wolf Cre	ek Properties	, A Utah				
		, Utah			called	
"Mortgage	or"), and WEBER	BASIN WATER C	CONSERVANC	Y DISTR	ICT, 2837	East
Highway 3	193, Layton, Ut	ah 84040 (her	cein calle	ed the		
"District	t").					

#### WITNESSETH:

WHEREAS, the Mortgagor has been assigned interests in that certain Water Purchase Contract hereinafter described, and as a condition for approval by the District of the assignment, based on the policy of the Board of the District, the District has required the pledge by Mortgagor of certain securities; and

WHEREAS, Mortgagor is the owner of the hereinafter described "Mortgaged Property", Exhibit A attached and incorporated hereto, and has agreed to mortgage said property to secure the performance of the obligations under the assigned portion of the Water Purchase Contract, as hereinafter described;

NOW, THEREFORE, for and in consideration of the approval of the above assignment, and to secure all obligations hereinafter described, Mortgagor mortgages to the District all of the hereinafter described property, and to the extent that any of the property, rights and interests hereinafter described are personal property of the kind or character defined in or subject to the applicable provisions of the Utah Uniform Commercial Code, Mortgagor grants to the District a security interest in said property:

- (a) that certain real property and those certain easements, rights of way and other interests in real property described in Exhibit A, attached hereto and made a part hereof, and that certain personal property described in Exhibit A;
- (b) all improvements now or hereafter placed or erected on the real property described in Exhibit A and all fixtures now or hereafter attached to said lands, all of which, including all appurtenants, replacements or additions thereto, shall be deemed to be and shall remain a part of the Mortgaged Property;

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- (c) all easements, rights of way, permits and licenses appurtenant to and used in connection with the property described in Exhibit A whether or not described in Exhibit A;
- (d) revenues, accounts, receivables, and contract rights resulting from assessments of Mortgagor's shareholders or resulting from or relating to the delivery or sale of water by Mortgagor or resulting from the sale or other disposal of any of the above described property, including the proceeds of any insurance covering the same;

(All of the above described property, rights and interests being hereinafter called the "Mortgaged Property.")

TO HAVE AND TO HOLD the Mortgaged Property unto the District, its successors and assigns forever, to secure all payments due under the portion of that certain Water Purchase Contract entered into the 28th day of January , 2005 , between the District and Wolf Creek Properties, LLC , assigned to Mortgagor by Assignment dated as of the 28th day of January , 20 05 , (the assigned portion of said contract being hereinafter called the "Assigned Contract" attached as Exhibit B) including all penalties, late payments and other fees or assessments included therein, and the covenants and obligations of Mortgagor contained in this Mortgage (hereinafter collectively called the "Obligations").

AS ADDITIONAL SECURITY, Mortgagor hereby assigns to the District, during the continuance of this Mortgage, all assessments, proceeds, rents, issues, royalties, and profits of the Mortgaged Property. Until Mortgagor shall default in the payment or performance of any Obligation secured hereby, Mortgagor shall have the right to collect all such assessments, proceeds rents, issues, royalties, and profits earned prior to default as they become due and payable. If Mortgagor shall default as aforesaid, Mortgagor's right to collect any of such moneys shall cease and the District shall have the right, with or without taking possession of the Mortgaged Property, to collect all assessments, rents, royalties, issues, and profits. The District at its option shall have the right to assess any additional costs for such collection. Failure or discontinuance of the District as any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by the District of the right, power, and authority to collect the same.

IN CONSIDERATION of the premises and Obligations hereby secured, Mortgagor hereby covenants and agrees as follows:

#### ARTICLE I

# Representations and Warranties

Mortgagor represents and warrants that:

- 1. Mortgagor is the lawful owner of the Mortgaged Property, free and clear from prior liens or encumbrances that could have a material adverse effect on the District's security interest in the Mortgaged Property;
- 2. Mortgagor has full right and authority to grant this Mortgage and to perform the covenants and conditions of this Mortgage, and a certified copy of a resolution authorizing the execution hereof is attached hereto as Exhibit C.
- 3. Mortgagor will warrant and defend the Mortgaged Property unto the District and its successors and assigns, against every person whomsoever lawfully claiming the same or any part thereof.
- 4. Mortgagor will warrant they are not subject to the jurisdiction of the Public Service Commission under Title 54.

# ARTICLE II Covenants

Mortgagor covenants and agrees as follows:

- To pay all Obligations secured hereby, promptly when due whether under any agreement contained herein, extension hereof, or otherwise.
- 2. To promptly pay when due all taxes, assessments, and governmental charges or levies, imposed upon or attributable to the Mortgaged Property except such taxes as are being contested in good faith by appropriate proceedings diligently prosecuted.
- 3. To keep the Mortgaged Property in good repair and not commit waste or permit impairment or deterioration of the Subject Property.
- 4. To promptly pay or cause to be paid all laborers or materialmen for labor and material furnished in connection with the operation, development or maintenance of the Mortgaged Property.

- 5. To execute and deliver such other and further instruments and do such other and further acts as in the discretion of the District may be necessary or desirable to carry out more effectively the purposes of this Mortgage, including, without limiting the generality of the foregoing, prompt correction of any defect which may be hereafter discovered in the title to the Mortgaged Property which may have a material adverse effect on the District's security, or in the execution and acknowledgment of this Mortgage or any instrument creating, evidencing or connected with the Obligations secured hereby.
- 6. To keep the Mortgaged Property insured, with standard insurance companies, against loss or damage by fire and other casualties and risks of the kinds and in the amounts generally carried by similar companies engaged in similar undertakings and to carry such public liability and other insurance coverage as similar companies maintain for their operations.
- 7. To keep Mortgagor in compliance with all rules and regulations of all applicable governmental entities, including but not limited to water quality testing, monitoring and source protection, complying with all necessary conditions of any exchange applications related to the assigned contract.

#### ARTICLE III

# Events of Default and Remedies of District

- 1. In the event of (1) default in the payment, when due, of any payment required by the Assigned Contract; or (2) the failure by Mortgagor to cure a default in the performance or observation of any covenant or agreement contained in this instrument within 30 days after the notice of the default by the District; then and in any such event the District shall thereupon have any or all of the following remedies, to-wit:
- (a) The District may institute suit of foreclosure of the lien of this indenture in any court or courts having jurisdiction. In any such suit the District may, at its option, apply for and be entitled, as a matter of right, to the appointment of a receiver to take possession and control of, operate, maintain, and preserve the Mortgaged Property or any part thereof to the extent that Mortgagor could have so controlled or operated the facilities for application upon the indebtedness and other sums then due the District hereunder until the costs are fully paid, and said receiver may be authorized to sell and dispose of all or any

part of said property under orders of the court appointing him as such.

- The District shall have all rights and remedies (b) granted by law, and particularly by the Uniform Commercial Code, including, but not limited to, the right to take possession of all personal property constituting a part of the Mortgaged Property, and for that purpose the District may enter upon any premises on which any or all of such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The District may require the Mortgagor to assemble such personal property and make it available to the District at a place to be designated by the District which is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the District will give the Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such personal property is to be made. requirement of sending reasonable notice will be met if the notice is mailed by first-class mail, postage prepaid, to the Mortgagor at its address shown above at least five (5) days before the time of the sale or disposition.
- (c) The District may at any time either in person, by agent, or by a receiver to be appointed by a court (Mortgagor hereby consenting to the appointment of the District as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect the assessments, proceeds, rents, issues, and profits herein assigned to the District, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any of the Obligations, and in such order as it may determine.
- 2. In case of foreclosure, or the undertaking to exercise any other remedy hereunder, Mortgagor hereby agrees to pay all costs of the same, including reasonable attorney's fees, which shall become a part of the indebtedness secured hereby, the District may continue to receive the proceeds of assessments herein assigned or other proceeds from the Mortgaged Property and apply the entire proceeds to the Obligations secured hereby, including interests and penalties until the same are fully paid. The District is authorized to receive such proceeds and to apply the same first to the expense of collection and/or sale, including reasonable attorneys' fees; second to payment of the amount due on

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the Obligations secured hereby; third the balance, if any, to Mortgagor.

- 3. Nothing herein contained shall be construed as limiting the District to the collection of any Obligation of Mortgagor to the District only out of the income, revenue, rents, issues and profits from Mortgaged Property (it being expressly understood that such indebtedness shall constitute an absolute, unconditional obligation to pay the amounts therein specified in the Assigned Contract at the due dates.
- Should Mortgagor fail to pay or cause to be paid as provided, any of the items mentioned in paragraphs 2 to 6 of Article II above, inclusive, or fail to do or cause to be done as provided any of the other things contemplated in said paragraphs, then and in that event, the District although not under any duty or obligation to anyone to do so, may at its option and without notice to Mortgagor in either its own name or that of Mortgagor pay or cause to be paid any such items which may not have been paid, in whole or in part, and do or cause to be done, in any manner and to any extent deemed by it to be expedient or advisable, any such other things which may have been left wholly or partially undone, and all advances, outlays, costs, and expenses made or incurred by District in every such event, including all reasonable attorneys' fees incurred or paid in connection therewith, shall be secured hereby and shall be paid by Mortgagor to District upon demand. The making of any such payment or the doing of any such thing by District or causing the same to be made or done either wholly or partially, shall never impose upon District any duty or obligation to continue to proceed with any such thing or to do the same thing again and shall not be deemed to relieve Mortgagor from the observance or performance of any covenant, warranty, or agreement contained herein or to constitute a waiver of default hereunder or to resort to any of its rights or remedies hereunder and any provision hereof to the contrary notwithstanding District may, in such manner as it may elect, from time to time reimburse itself out of funds collected or received by it hereunder or under any other instrument executed simultaneously herewith, pursuant hereto or in the extension hereof, for any and all outlays and expenditures so In no event shall the District be or become liable to anyone for any loss or damage resulting from its exercise of any right, privilege or power conferred upon it by this indenture or any such other instrument or from its attempt or failure to exercise the same, excepting only such loss or damage as may result from its gross negligence or willful misconduct. In no event shall the District be liable for any prior actions of the Mortgagor.

5. No remedy hereby conferred upon or reserved unto the District is intended to be exclusive of any other remedy or remedies, but every such remedy shall be cumulative and in addition to all other remedies now or hereafter existing at law or equity. Any of said remedies may be exercised without any requirement that other or additional remedies against other security shall be first exhausted. The District shall never be required to foreclose in one action the lien hereof and other liens, if any, upon other security from the indebtedness and other sums secured hereby, but may maintain separate actions upon any such liens without prejudice to any right secured by this or any other liens it may have. The District may resort to any other lien, security, or collateral in such order as it may deem expedient and the Mortgagor and all others now or hereafter bound hereby or obligated on any indebtedness or other sum hereby secured, expressly waives all right of marshalling.

## ARTICLE IV

#### Miscellaneous

- 1. This instrument shall be construed both as a mortgage covering real property herein described to the extent of Mortgagor's interest and as a chattel mortgage and/or security instrument upon the personal property herein described to the extent of Mortgagor's interest therein. All terms, conditions, covenants, warranties, and agreements contained herein shall be binding upon the personal representatives, successors, and assigns of the Mortgagor and shall be deemed and construed to be covenants running with the estate or interest in the land as herein conveyed and all thereof shall likewise inure to the benefit of the District, its successors and assigns. The invalidity of any provision or provisions hereof shall not in any way affect the remainder of this indenture. This instrument shall be deemed and may be enforced from time to time as a real estate mortgage, chattel mortgage, security instrument or assignment of proceeds or as one or more thereof.
- 2. The District may, from time to time, release any of the Mortgaged Property from the lien hereof and may likewise release or surrender any other security then held by it as security for the payment of the Obligations secured hereby, and any such release or surrender may be given or made without notice to or the consent of any person having an interest in or lien upon the remaining property hereby mortgaged or anyone else bound hereby, and without affecting either the personal liability or any person for the payment of any such Obligations or other sum or the lien of

this indenture upon the remainder of the Mortgaged Property for the full amount of every such indebtedness and other sum.

- 3. Any notice, request, demand or other instrument which may be required or permitted to be given or served upon the Mortgagor shall be in writing and may be given by mailing such notice by registered or certified mail, return receipt requested, addressed to Mortgagor at the address first herein above set forth or at such other address as Mortgagor may designate by written notice to the District as provided herein. Any notice, request, demand or other instrument which may be required or permitted to be given or served upon the District shall be in writing and may be given by mailing such notice by registered or certified mail, return receipt requested, addressed to the District at the address first herein above set forth or at such other address as the District may designate by written notice to Mortgagor as provided herein.
- 4. This Mortgage is binding upon Mortgagor and Mortgagor's successors and assigns, and shall inure to the benefit of the District, its successors and assigns, and the provisions hereof shall be covenants running with the land.

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IN WITNESS WHEREOF, the undersigned Mortgagor has caused these presents to be executed and delivered on the day and year first above written.

ATTEST:

By

Secretary

(SEAL)

E# 2095223 P619 0F22

# ACKNOWLEDGEMENT

STATE OF UTAH )

COUNTY OF

ss.

day of <u>February</u>, 20<u>05</u>, personally appeared before me did say being sworn, duly that they are Maging Member of WC Properties , and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said acknowledge to me that said corporation

executed the same.

Notary Public Residing at: Liberty, ut

My Commission expires:

Oct 25,2006

MOTARY PUBLIC
SEIDI N. WILLIAMS
BOX 656, 6024 NORTH 2256 EAST
IBERTY, UT 64310
MY COMMISSION EXPIRES
CUTORER 25, 2006
TATE OF UTAH

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# **Parcel Information**

# Serial Number 22 -020 -0007

#### **Ownership Information**

Owner WOLF CREEK PROPERTIES LC \*

Property Address

Mailing Address 3900 N WOLF CREEK DR EDEN UT 84310 Tax Unit 317

Description

Size 80 Acres

Tax Information

Tax Year 2004

BE AWARE: The tax information on this page, including the "Balance" due amount reflects the status of this land serial number at the end of the tax year listed above. Each tax year information is kept the same or "frozen" to help illustrate what the status of the taxes were at the end of that particular tax year. Payments on any "balance" due or delinquency amounts will show on the delinquency screens. "Ownership into is also shown for the tax year listed above, to view current owner information please use the Geg Gizme.

NOTICE: All tax information for the cur<u>rent year</u> will be completely posted by mid-October. Before mid-October though, the current year tax page will reflect some tax information as it becomes available during the year.

Loan Company: None

Today's Date: 2/8/2005

		.,,,
Market	Taxable	Rate
\$24,000.00	\$860.00	× 0.011774
Ne	et Assessment Charge	\$10.36
Total Direct		\$0.00
	Penulty Charge	\$0.00
	Sub Total	\$10.36

Total Payments Balance

Property Values

Cisf Property Type	Taxable	Market
050 AG. LAND - FAA		
	\$880.00	\$24,000.00
Total	Values: \$200 00	224 222 22

Direct Charges

Type Description

-\$10.36

\$0.00

**Pavments** 

Pay Date	Electronial				
				Amount	Status
12/0/2004	24 02	7 9999	WOLF CREEK PROPERTIES LC	-\$10.35	Regular

# Legal Description

Description Date/Year: 4/9/1982 1982

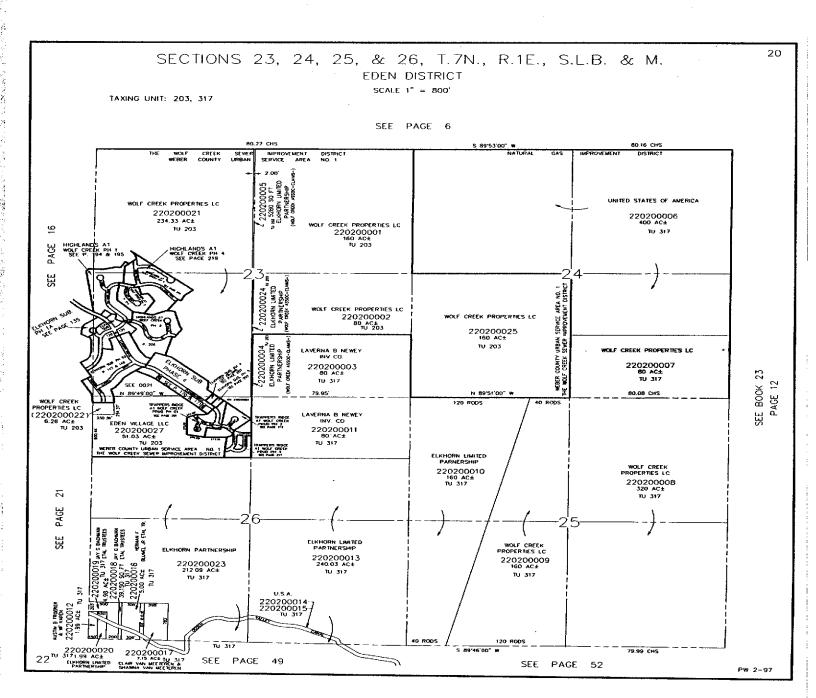
THE SOUTH 1/2 OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP

7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY,

22-020-0007 1Se

E# 2095223 PG21 0F22

http://www.co.weber.ut.us/gis/ims/parcel\_print\_details.asp?bk=22&pg=020&par=0007&my.. 2/8/2005



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