



\*W2386718\*

E# 2386718 PG 1 OF 6  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
26-JAN-09 827 AM FEE \$1.00 DEP SPY  
REC FOR: WEBER BASIN WATER CONSERV DIST

Account # 67038

Contract D-3

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

Nathan R. Schultz herein "Petitioner"),  
hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the  
allotment of the beneficial use of 4.0 acre-feet of untreated water annually, for irrigation and  
domestic purposes, on land situated in Weber County, Utah, legally described as follows:

Section 23, Township 6N, Range 1E, Acres \_\_\_\_\_

Tax I.D. No 20-019-0001, 20-019-0002, 20-019-0003, 20-019-0004, 20-019-0005  
20-019-0007, 21-019-0008

**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 Directors, which amount initially shall be the sum of  
\$ 99.66 per 1.0 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water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for  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 of 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 Pineview 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.

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. 42529 in the name of Loftus Investments Ltd., hereinafter the "contract lien." There is presently an outstanding balance owed the District of \$ 0, 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 the 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) 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.

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 25 day of August, 2008.

*Nathan R. Schultz*

Petitioners and Owners of Land  
above-described

Nathan R. Schultz

5276 South 5950 West

Hooper, UT 84315

Address

STATE OF Utah )  
: ss.  
COUNTY OF Davis )

On the 25th day of August, 2008, personally appeared before me Nathan R. Schultz, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL)

*Sherrie Mobley*  
NOTARY PUBLIC



ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Nathan R. Schultz 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 31 day of Oct, 2008 .

WEBER BASIN WATER CONSERVANCY  
DISTRICT

BY Stephen A. Osguthorpe  
Stephen A. Osguthorpe, Chairman

ATTEST:

Tage I. Flint  
Tage I. Flint, Secretary

(SEAL)



20-019-0001 ✓ *gm*

PART OF LOTS 3, 4 & 5 WILCOX CAMPING & BOATING RESORT, WEBER COUNTY, UTAH, BEGINNING SOUTH 29D35'32" EAST 109.55 FEET AND SOUTH 31D18'21" EAST 70.21 FEET, FROM THE NORTHWEST CORNER OF LOT 1 OF SAID WILCOX CAMPING & BOATING RESORT, RUNNING THENCE SOUTH 30D15'42" EAST 82.46 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 4, THENCE SOUTH 48D16'35" EAST 56.69 FEET TO THE SOUTHWEST CORNER OF LOT 5, THENCE NORTH 60D04'51" EAST 48.30 FEET, MORE OR LESS, TO THE WEST BANK OF WHEELER CREEK, THENCE 116.51 FEET, MORE OR LESS, IN A NORTHERLY DIRECTION ALONG SAID WEST BANK, THENCE SOUTH 74D11'41" WEST 83.91 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

20-019-0002 ✓ *gm*

ALL OF LOT 1 & 2 AND PART OF LOT 3, WILCOX CAMPING & BOATING RESORT MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A REBAR & CAP AT THE NORTHEAST CORNER OF LOT 1, WILCOX CAMPING & BOATING RESORT, RUNNING THENCE SOUTH 37D15' EAST 134.00 FEET ALONG THE EASTERLY LINE OF SAID WILCOX CAMPING & BOATING RESORT TO A REBAR & CAP, THENCE SOUTH 74D11'41" WEST 175.33 FEET TO A REBAR & CAP ON THE EASTERLY SIDE OF A 16 FOOT RIGHT OF WAY, THENCE NORTH 31D18'21" WEST 70.21 FEET ALONG SAID RIGHT OF WAY TO A REBAR & CAP, THENCE NORTH 29D35'32" WEST 109.55 FEET ALONG SAID RIGHT OF WAY TO A REBAR ON THE NORTHERLY LINE OF SAID WILCOX CAMPING & BOATING RESORT, THENCE SOUTH 89D44' EAST 178.17 FEET ALONG THE NORTHERLY LINE OF SAID WILCOX CAMPING & BOATING RESORT TO THE POINT OF BEGINNING. SUBJECT TO ANY WRITTEN OR UNWRITTEN EASEMENTS THAT MAY EXIST ON THE PROPERTY.

20-019-0003 ✓ *gm*

PART OF LOTS 3, 4, 5 AND 6, WILCOX CAMPING AND BOATING RESORT, WEBER COUNTY, UTAH: BEGINNING SOUTH 37D15'00" EAST 38.01 FEET, MORE OR LESS, FROM THE NORTHEAST CORNER OF SAID LOT 3, RUNNING THENCE SOUTH 37D15' EAST 118.80 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 5, THENCE SOUTH 51D33'42" WEST 48.45 FEET, THENCE SOUTH 73D32'17" WEST 12.49 FEET, THENCE NORTH 18D32'44" WEST 11.48 FEET, THENCE NORTH 86D10'14" WEST 26.30 FEET, MORE OR LESS, THENCE NORTH 14D50' WEST 10.49 FEET, THENCE NORTH 38D10' WEST 30.50 FEET, THENCE NORTH 59D30' WEST 27 FEET, MORE OR LESS, TO THE CENTER OF WHEELER CREEK, THENCE NORTHERLY ALONG THE CENTER OF WHEELER CREEK TO A POINT WHICH IS SOUTH 74D11'41" WEST 76.68 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING, THENCE NORTH 74D11'41" EAST 76.68 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

20-019-0004 ✓ *gm*

PART OF LOTS 4 & 5, WILCOX CAMPING & BOATING RESORT, WEBER COUNTY, UTAH: BEGINNING SOUTH 68D30'00" WEST 75.54 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 4, RUNNING THENCE SOUTH 38D10' EAST 30.50 FEET, THENCE SOUTH 14D50' EAST 10.49 FEET, THENCE NORTH 86D10'14" WEST 5.42 FEET, THENCE SOUTH 60D04'51" WEST 19.27 FEET, MORE OR LESS, TO THE EAST BANK OF WHEELER CREEK, THENCE NORTHWESTERLY ALONG SAID EAST BANK TO A POINT NORTH 59D30' WEST 27 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING, THENCE SOUTH 59D30' EAST 27 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

20-019-0005 ✓ *gm*

PART OF LOTS 5, 6 & 7, WILCOX CAMPING & BOATING RESORT MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A REBAR & CAP AT THE SOUTHEAST CORNER OF PARCEL B, SAID POINT BEING SOUTH 37D15' EAST 253.02 FEET ALONG THE EASTERLY LINE OF SAID WILCOX CAMPING & BOATING RESORT FROM THE NORTHEAST CORNER OF LOT 1, THENCE SOUTH 37D15' EAST 27.86 FEET ALONG THE EASTERLY LINE OF SAID WILCOX CAMPING & BOATING RESORT TO A REBAR & CAP, THENCE SOUTH 53D22'30" WEST 147.93 FEET TO A REBAR & CAP ON THE EASTERLY SIDE OF A 16 FOOT RIGHT OF WAY, THENCE ALONG SAID RIGHT OF WAY NORTH 48D06'08" WEST 73.16 FEET TO A REBAR & CAP AT THE SOUTHWEST CORNER OF PARCEL B, RUNNING THENCE NORTH 60D04'51" EAST 82.03 FEET TO A ROCK WALL, THENCE 3 COURSES ALONG SAID WALL AS FOLLOWS SOUTH 86D10'14" EAST 31.71 FEET SOUTH 18D32'44" EAST 11.48 FEET NORTH 73D32'17" EAST 12.49 FEET, THENCE NORTH 51D33'42" EAST 48.45 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL B TO THE POINT OF BEGINNING. SUBJECT TO ANY WRITTEN OR UNWRITTEN EASEMENTS THAT MAY EXIST ON THE PROPERTY.

20-019-0007 ✓ *gm*

PART OF LOTS 6 & 7 & 8, WILCOX CAMPING & BOATING RESORT MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A REBAR CAP AT THE SOUTHEAST CORNER OF PARCEL F SAID POINT BEING SOUTH 37D15' EAST 330.23 FEET ALONG THE EASTERLY LINE OF SAID WILCOX CAMPING & BOATING RESORT FROM THE NORTHEAST CORNER OF LOT 1, THENCE SOUTH 37D15' EAST 59.77 FEET ALONG THE EASTERLY LINE OF SAID WILCOX CAMPING & BOATING RESORT TO A REBAR & CAP, THENCE SOUTH 54D47'58" WEST 127.65 FEET TO A REBAR & CAP ON THE EASTERLY SIDE OF A 16 FOOT RIGHT OF WAY, THENCE ALONG SAID RIGHT OF WAY NORTH 48D06'04" WEST 61.57 FEET TO A REBAR & CAP AT THE SOUTHWEST CORNER OF PARCEL F, RUNNING THENCE NORTH 54D55'04" EAST 139.26 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL F TO THE POINT OF BEGINNING. SUBJECT TO ANY WRITTEN OR UNWRITTEN EASEMENTS THAT MAY EXIST ON THE PROPERTY.

20-019-0008 ✓ *gm*

PART OF LOTS 8 & 9, WILCOX CAMPING & BOATING RESORT MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A REBAR CAP AT THE SOUTHEAST CORNER OF PARCEL D, SAID POINT BEING SOUTH 37D15' EAST 390 FEET ALONG THE EASTERLY LINE OF SAID WILCOX CAMPING & BOATING RESORT FROM THE NORTHEAST CORNER OF LOT 1 THENCE SOUTH 37D15' EAST 72.00 FEET ALONG THE EASTERLY LINE OF SAID WILCOX CAMPING & BOATING RESORT TO A REBAR & CAP AT THE SOUTHEAST CORNER OF LOT 9 SAID WILCOX CAMPING & BOATING RESORT, THENCE SOUTH 68D30' WEST 124.00 FEET TO A REBAR & CAP ON THE EASTERLY SIDE OF A 16 FOOT RIGHT OF WAY THENCE ALONG SAID RIGHT OF WAY NORTH 48D06'04" WEST 43.69 FEET TO A REBAR & CAP AT THE SOUTHWEST CORNER OF PARCEL D, RUNNING THENCE NORTH 54D47'58" EAST 127.65 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL D TO THE POINT OF BEGINNING. SUBJECT TO ANY WRITTEN OR UNWRITTEN EASEMENTS THAT MAY EXIST ON THE PROPERTY.