

OA ✓

Account 10041

Contract D-3

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

Chubson + Associates (Herein "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 Summit County, Utah, legally
described as follows:

Section 13, Township 2S, Range 5E, Acres _____
Tax Serial No. (s): CD-414

RECORDED BY Dg PC
ALAN SPRINGS
SUMMIT COUNTY RECORDER
92 FEB 21 AM 9:22
WEBER BASIN WATER

RED NOTE
AB
354374

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for the replacement of underground water diverted, withdrawn or to
be diverted or withdrawn by means of a well or spring for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 of purpose.

BOOK 646 PAGE 702 -708

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, including the obtainment of an 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 Wanship 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. 25030, in the name of Robert H. Garff & Janie Lee Rogers, 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.

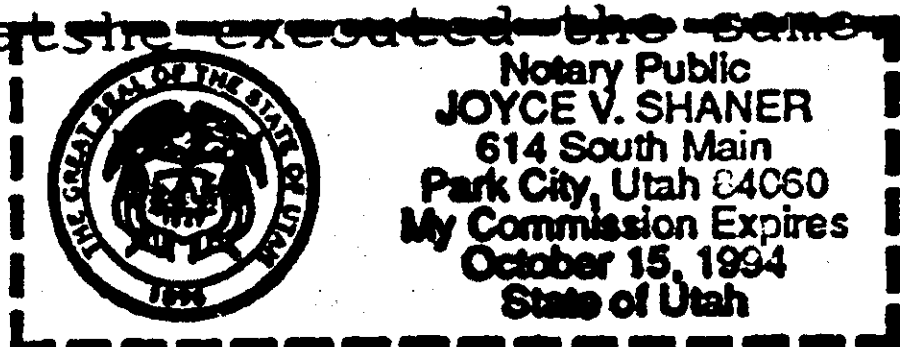
DATED THIS 24 DAY OF November, 1991.

Chilson & Associates
Patsy Chilson
 Petitioners and Owners of Land
 above-described

Chilson & Associates, Inc.
605 South Main Street P.O. Box 2130
PARK CITY Utah 84060
 Address

STATE OF UTAH)
) : ss.
 COUNTY OF Summit)

On the 24 day of December, 1991, personally appeared before me Patsy Chilson, the signer (s) of the above instrument, who duly acknowledged to me that ~~she executed the same~~



Joyce V. Shaner
 NOTARY PUBLIC
 Residing at : Summit Co.

My Commission Expires:
10-15-94

ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Chilson & Associates 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 24 day of January, 1992.

WEBER BASIN WATER CONSERVANCY
DISTRICT

BY Charles F. Black, Jr.
Chairman, Board of Directors
Charles F. Black, Jr.

ATTEST:

Ivan W. Flint
Secretary - Ivan W. Flint

(SEAL)

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646 PAGE 705

ALTA Owner Policy 1987
Order No. P15363

SCHEDULE A

Policy No.
7136-13*0475959

Liability: \$36,000.00

Premium: \$200.00

Effective Date: October 21, 1991 AT 4:21 P.M.

NAME OF INSURED:

CHILSON & ASSOCIATES, INC.

1. The estate or interest in the land described herein and which is covered by this policy is:

Fee Simple

2. The estate or interest referred to herein is at Date of Policy vested in:

CHILSON & ASSOCIATES, INC.

3. The land referred to in this policy is situated in the State of Utah, County of Summit and is described as follows:

BEGINNING AT A POINT OF ACCESS OPPOSITE HIGHWAY STATION 490 + 58.00 AS DESCRIBED BY WARRANTY DEED IN BOOK 462, PAGE 734 OF OFFICIAL RECORDS, SAID POINT ALSO BEING SOUTH 89 DEGREES 11 MINUTES 29 SECONDS WEST 2450.17 FEET, ALONG THE SOUTH LINE OF SECTION 13 FROM A 2 INCH PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 13, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89 DEGREES 11 MINUTES 29 SECONDS WEST 1534.59 FEET ALONG THE SOUTH LINE OF SAID SECTION 13; THENCE NORTH 5 DEGREES 14 MINUTES 20 SECONDS EAST 1661.05 FEET TO THE CENTER OF A PROPOSED 60 FOOT RIGHT OF WAY; THENCE ALONG THE CENTER OF SAID RIGHT OF WAY THE FOLLOWING 10 COURSES: SOUTH 56 DEGREES 02 MINUTES 27 SECONDS EAST 200.00 FEET TO A POINT ON A 500.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS SOUTH 33 DEGREES 57 MINUTES 33 SECONDS WEST), ALONG THE ARC OF SAID CURVE TO THE 231.26 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS NORTH 60 DEGREES 27 MINUTES 33 SECONDS EAST), ALONG THE ARC OF SAID CURVE TO THE 349.07 FEET TO A POINT ON A 500.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS SOUTH 39 DEGREES 32 MINUTES 27 SECONDS EAST), ALONG THE ARC OF SAID CURVE TO THE 296.71 FEET, SOUTH 13 DEGREES 30 MINUTES 37 SECONDS EAST 342.92 FEET TO A POINT ON A 512.95 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS NORTH 76 DEGREES 29 MINUTES 23 SECONDS EAST), ALONG THE ARC OF SAID CURVE TO THE 313.76 FEET TO A POINT ON A 410.99 FOOT RADIUS CURVE TO THE RIGHT (RADIUS

Page 1

BOOK 646 PAGE 706

This Policy valid only if Schedule B is attached.

SCHEDULE A

ALTA Owner Policy 1987
Order No. P15363

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7136-13*0475959

PEARS SOUTH 41 DEGREES 26 MINUTES 35 SECONDS WEST), ALONG THE ARC OF SAID CURVE TO THE 308.56 FEET, SOUTH 5 DEGREES 32 MINUTES 27 SECONDS EAST 227.25 FEET TO A POINT ON A 600.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS NORTH 84 DEGREES 27 MINUTES 33 SECONDS EAST), ALONG THE ARC OF SAID CURVE TO THE 140.93 FEET AND SOUTH 18 DEGREES 59 MINUTES 54 SECONDS EAST 189.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING RIGHT OF WAY "A" DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF ACCESS OPPOSITE HIGHWAY STATION 490 + 58.00 AS DESCRIBED BY WARRANTY DEED IN BOOK 462, PAGE 734, OF OFFICIAL RECORDS, SAID POINT ALSO BEING SOUTH 89 DEGREES 11 MINUTES 29 SECONDS WEST 2450.17 FEET ALONG THE SOUTH LINE OF SECTION 13 FROM A 2 INCH PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 13, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 18 DEGREES 59 MINUTES 54 SECONDS WEST 189.21 FEET TO A POINT ON A 600.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS NORTH 71 DEGREES 00 MINUTES 06 SECONDS EAST); THENCE ALONG THE ARC OF SAID CURVE TO THE 140.93 FEET; THENCE NORTH 5 DEGREES 32 MINUTES 27 SECONDS WEST 227.25 FEET TO A POINT ON A 410.99 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS SOUTH 84 DEGREES 27 MINUTES 33 SECONDS WEST); THENCE ALONG THE ARC OF SAID CURVE TO THE 308.56 FEET TO A POINT ON A 512.95 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS NORTH 41 DEGREES 26 MINUTES 35 SECONDS EAST); THENCE ALONG THE ARC OF SAID CURVE TO THE 313.76 FEET; THENCE NORTH 13 DEGREES 30 MINUTES 37 SECONDS WEST 342.92 FEET TO A POINT ON A 500.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS SOUTH 5 DEGREES 32 MINUTES 27 SECONDS EAST); THENCE ALONG THE ARC OF SAID CURVE TO THE 296.71 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS NORTH 39 DEGREES 32 MINUTES 27 SECONDS WEST); THENCE ALONG THE ARC OF SAID CURVE TO THE 349.07 FEET TO A POINT ON A 500.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS SOUTH 60 DEGREES 27 MINUTES 33 SECONDS WEST); THENCE ALONG THE ARC OF SAID CURVE TO THE 231.26 FEET; THENCE NORTH 56 DEGREES 02 MINUTES 27 SECONDS WEST 200.00 FEET TO A POINT ON A 250.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS SOUTH 33 DEGREES 57 MINUTES 33 SECONDS WEST); THENCE ALONG THE ARC OF SAID CURVE TO THE 157.08 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 33 SECONDS WEST 200.00 FEET TO A POINT ON A 300.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS SOUTH 2 DEGREES 02 MINUTES 27 EAST); THENCE ALONG THE ARC OF SAID CURVE TO THE 263.99 FEET TO A POINT ON A 150.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS NORTH 52 DEGREES 27 MINUTES 32 SECONDS WEST); THENCE ALONG THE ARC OF SAID CURVE TO THE 147.77 FEET; THENCE NORTH 86 DEGREES 01 MINUTES 00 SECONDS WEST 329.04 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS NORTH 3 DEGREES 59 MINUTES 00 SECONDS EAST); THENCE ALONG THE ARC OF SAID CURVE TO THE 55.82 FEET; THENCE NORTH 70 DEGREES 01 MINUTES 33 SECONDS WEST 387.65 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS SOUTH 19 DEGREES 58 MINUTES 27 SECONDS WEST); THENCE ALONG THE ARC OF SAID CURVE TO THE 82.96 FEET; THENCE SOUTH 86 DEGREES 12 MINUTES 30 SECONDS WEST 313.16 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS SOUTH 3

BOOK 646 PAGE 707

Page 2

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ALTA Owner Policy 1987
Order No. P15365

SCHEDULE A

Policy No.
136-13#075959

DEGREES 47 MINUTES 30 SECONDS EAST); THENCE ALONG THE ARC OF SAID CURVE TO THE 121.80 FEET; THENCE SOUTH 51 DEGREES 18 MINUTES 56 SECONDS WEST 113.18 FEET TO A POINT ON A 607.95 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS NORTH 38 DEGREES 41 MINUTES 04 SECONDS WEST); THENCE ALONG THE ARC OF SAID CURVE TO THE 165.13 FEET TO A POINT ON A 348.42 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS SOUTH 23 DEGREES 07 MINUTES 20 SECONDS EAST); THENCE ALONG THE ARC OF SAID CURVE TO THE 163.10 FEET; THENCE SOUTH 40 DEGREES 03 MINUTES 23 SECONDS WEST 148.78 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS NORTH 49 DEGREES 56 MINUTES 37 SECONDS WEST); THENCE ALONG THE ARC OF SAID CURVE TO THE 149.98 FEET; THENCE NORTH 54 DEGREES 00 MINUTES 36 SECONDS WEST 456.86 FEET TO THE TERMINUS OF RIGHT OF WAY.

BOOK 646 PAGE 708

Page 3

This Policy valid only if Schedule B is attached.