

Account No. 73515

Contract D-1

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

*** MARJA SEVENANTS TROSKE & CATHARINA B. SEVENANTS-TRUSTEES OF THE SEVENANTS FAMILY LIVING TRUST ***, (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 SUMMIT County, Utah, legally described as follows:

Section 19, Township 1 SOUTH, Range 5 EAST, Acres 40.54

Tax Serial No (s): SS-70-13

00582210 Bk01353 Pg00622-00626

**ALAN SPRIGGS, SUMMIT CO RECORDER
2001 FEB 12 13:54 PM FEE \$1.00 BY CJW
REQUEST: WEBER BASIN WATER CD**

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 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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.

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 28 day of Oct, ²⁰⁰⁰~~1998~~

Catharina B Sevenants
Marja Troske
Petitioners and Owners of Land
above-described

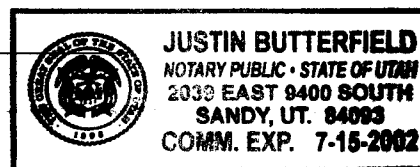
Catherina Sevenants Catharina Sevenants +
% Thomas Troske Marja Troske *
3037 East Foxwood Circle
Sandy, Utah 84092
Address

STATE OF UTAH)
 : ss.
COUNTY OF)

On the ^{JB}28 day of ^{JB}Oct, ^{JB}~~1998~~ ²⁰⁰⁰, personally appeared before me Marja Troske and
Catharina Sevenants, the signer(s) of the above instrument, who duly acknowledged to me that
he executed the same.

Justin Butterfield
NOTARY PUBLIC

Residing at: Salt Lake My Commission
Expires: JULY 15, 2002



99# 529-54-3116
529-60-5302

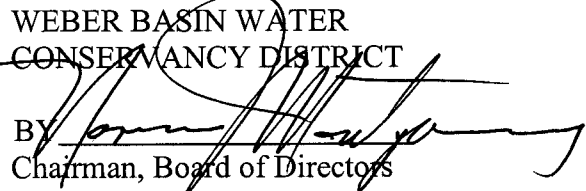
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ORDER ON PETITION

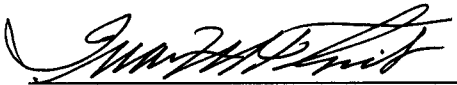
DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of *** MARJA SEVENANTS TROSKE & CATHARINA B. SEVENANTS-TRUSTEES OF THE SEVENANTS FAMILY LIVING TRUST ***, granted and an allotment of 1.0 acre-foot of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 22 Day of NOVEMBER, 2000.

WEBER BASIN WATER
CONSERVANCY DISTRICT

BY 
Chairman, Board of Directors
Norman J. Montgomery

ATTEST:



Ivan W. Flint - Secretary
(Seal)



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EXHIBIT "A"

Lot 25, Park East Development (Tracy Wright Ranch), an unrecorded subdivision in Summit County, State of Utah more particularly described as follows:

Lot 25, more particularly described as follows:

Beginning at a point that is the Southeast corner of Section 19, Township 1 South, Range 5 East, Salt Lake Base and Meridian, (said Southwest corner bearing North 89°23'18" East from Southwest corner and being the basis of bearing for this description); thence South 89°23'18" West along the South section line of said Section 19, 1107.225 feet; thence North 0°30' East 1417.732 feet; thence South 86°18'55" East 588.992 feet; thence South 50°30' East 475.00 feet; thence South 43° East 620.00 feet; thence South 31° East 566.366 feet to a point on North Right-of-Way line of State Highway 196; thence South 58°51' West along said Right-of-Way 670.250 feet to a point on the West section line of Section 29, Township 1 South, Range 5 East, Salt Lake Base and Meridian (not surveyed); thence North 0°06'48" West along said West line 219.745 feet to the point of beginning, together with and subject to a 50 foot right of way designated as Right-of-Way "E".

Right-of-Way "E":

00414010 500

A 50 foot Right-of-Way, 25 feet on each side of its center line, described as follows:

Beginning at a point on the Northerly Right-of-Way line of State Highway No. 196, said point being South 0°06'48" East along the section line 219.745 feet and North 58°51' East 670.250 feet from the Southwest Corner of Section 20, Township 1 South, Range 5 East,

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Salt Lake Base and Meridian, which corner is North 89°23'18" East (used as the basis of bearing in this description); from the Northwest Corner of Section 30, Township 1 South, Range 5 East, Salt Lake Base and Meridian; thence North 31°00' West 566.366 feet; thence North 43°00' West 620.00 feet; thence North 50°30' West 475.00 feet; thence North 86°18'55" West 588.992 feet; thence South 85°30' West 84.651 feet; thence North 3°22'59" East 1016.772 feet; thence North 7°29'45" East 473.913 feet; thence North 17°54'16" East 341.541 feet; thence North 44°12'55" East 258.118 feet; thence North 72°53'50" East 204.022 feet; thence South 84°35'46" East 371.652 feet; thence North 72°08'07" East 635.649 feet; thence North 54°41'42" East 1574.587 feet; thence North 34°50'27" East 621.390 feet; thence North 55°36'04" East 672.625 feet; thence North 73°21'40" East 908.020 feet; thence North 58°21'44" East 1239.163 feet; thence North 42°18'58" East 906.091 feet; thence North 74°30' East 356.746 feet to its point of intersection with the center line of another 50 foot Right-of-Way running North-South.