

Account No. 41076

Contract D-1

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

*** LAZY R. RANCH, VINCE R. ROGERS ***, (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 29 Township 1S, Range 5E, Acres

Tax Serial No (s): SS-78-9

00609138 Bk01430 Pg00374-00379

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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.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

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 24TH day of OCTOBER, 2001.

Vince R. Rogers

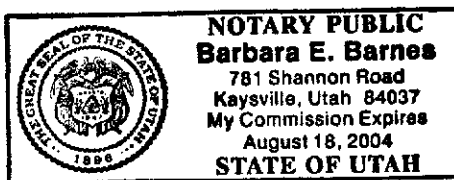
Petitioners and Owners of Land
above-described

VINCE R. ROGERS
856 HILLTOP ROAD
SALT LAKE CITY, UT 84103

Address

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 24TH day of OCTOBER, 2001, personally appeared before me _____
VINCE R. ROGERS, the signer(s) of the above instrument, who duly acknowledged to me that he
executed the same.



Barbara E. Barnes
NOTARY PUBLIC

Residing at: _____
My Commission Expires: _____


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ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of *** LAZY R. RANCH, VINCE R. ROGERS ***, be 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 24TH Day of OCTOBER, 2001.

WEBER BASIN WATER
CONSERVANCY DISTRICT

BY 
Chairman, Board of Trustees
Norman J. Montgomery

ATTEST:


Tage I. Flinn - Secretary



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Said property being located in Sections 20 and 29, Township 1 South, Range 5 East

LOT 88, more particularly described as follows:

BEGINNING at a point that is on the South Right-of-Way line of State Highway 196, said point of beginning being 50°06'48" East along the East line of Section 30, Township 1 South, Range 5 East, Salt Lake Base & Meridian, Summit County, Utah 336.453 feet to a point on said Right-of-Way line and North 58°51' East along said Right-of-Way line 757.151 feet from the North-East Corner of said Section 30, (said Northeast Corner bearing North 89°23'18" East from Northwest Corner and being the basis of bearing for this description.)

THENCE: North 58°51' East along said Right-of-Way 1285.807 feet;

THENCE: South 34°30' East 1249.553 feet;

THENCE: South 50°00'47" West 725.664 feet;

THENCE: South 55°14'50" West 597.851 feet;

THENCE: North 33° West 1397.193 feet; to the point of BEGINNING.

LOT 91, more particularly described as follows:

BEGINNING at a point that is on the East line of Section 30, Township 1 South, Range 5 East, Salt Lake Base & Meridian, Summit County, Utah, said point of beginning being 50°06'48" East along said Eastline 2021.222 feet and North 60°00'00" East from the Northeast Corner of said Section 30, (said Northeast Corner and being the basis of bearing for this description.)

THENCE: North 55°14'50" East 1570.072 feet;

THENCE: South 41° East 1432.367 feet;

THENCE: South 54°30'12" West 110.193 feet;

THENCE: South 34°29'31" West 871.768 feet;

THENCE: North 59°31'56" West 1910.082 feet, to the point of BEGINNING.

TOGETHER WITH AND SUBJECT TO A 50 FOOT RIGHT -of-WAY DESIGNED AS RIGHT-of-WAY "I".

LOT 92, more particularly described as follows:

BEGINNING at a point that is due East 1900.821 feet and due South 775.781 feet from the Northeast Corner of Section 30, Township 1 South, Range 5 East, Salt Lake Base & Meridian, Summit County, Utah, (said Northeast Corner bearing North 89°23'18" East from Northwest Corner and being the basis for this description.)

THENCE: North 50°00'47" East 1618.394 feet;

THENCE: South 45° East 1252.933 feet;

THENCE: South 48°39'08" West 354.273 feet;

THENCE: South 28°29'44" West 398.246 feet;

THENCE: South 36°52'12" West 350.00 feet;

THENCE: South 54°30'24" West 639.023 feet;

THENCE: North 41° West 1432.367 feet, to the point of BEGINNING.

TOGETHER WITH AND SUBJECT TO A 50 FOOT RIGHT-of-WAY DESIGNED AS RIGHT-of-WAY "I".

Continued

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BOOK 171 PAGE 828

RECORDER'S NOTE

LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS
DOCUMENT WHEN RECEIVED.

EXHIBIT "A" TO WARRANTY DEED DATED
APRIL 3, 1978, BETWEEN TRACY LAND AND
LIVESTOCK COMPANY, AS GRANTOR, AND UTAH TITLE AND ABSTRACT
COMPANY, TRUSTEE, AS GRANTEEES
PAGE THREE

- (b) All grants, conditions, limitations and reservations, mineral or otherwise, if any, of record, and all other conditions, limitations and reservations of record, or arising by operation of law and the rights of any party, or parties, pursuant thereto;
- (c) Easements or rights of way, if any, not recorded, but which have been established and now exist by operation of law upon said real property or any portion, or portions, thereof;
- (d) The rights of any party, or parties, under any oil, gas, mineral or other leases, if any, covering portion, or portions, of said real property;
- (e) The rights of any party, or parties, under any underlying Deed constituting the record chain of title from Patentee to Grantor;
- (f) All provisions of the Farmland Assessment Act and Grantees shall assume and pay all rollback taxes levied, if any;
- (g) All of the terms and conditions of the Commitment For Title Insurance dated January 20, 1978, issued by Utah Title & Abstract Company, and the Policy of Title Insurance to be furnished by Grantor through said Utah Title & Abstract Company, of Salt Lake City, Utah; and
- (h) The right of Porter Brothers Livestock, Inc., to transfer its grazing rights and privileges being supported by said real property to other lands owned and/or controlled by it, or as said Porter Brothers Livestock, Inc., may direct.

RECORDER'S NOTE *

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