

Account No. 13024

Contract D-1

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

*** JAY ALAN CUTLER & KAREN MARIE CUTLER, TRUSTEES OF THE CUTLER FAMILY 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-feet of untreated water annually, for irrigation and domestic purposes, on land situated in SUMMIT, County, Utah, legally described as follows:

Section 30 Township 1S Range 5E, Acres 42.36

Tax Serial No (s): SS-80-2

00622769 Bk01456 Pg00001-00005

ALAN SPRIGGS, SUMMIT CO RECORDER
2002 JUN 21 09:20 AM FEE \$1.00 BY DMG
REQUEST: WEBER BASIN WATER CO

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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.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

To be
filled in
J.C.
KAC

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 22 day of April, 2002.

Jay Cutler
TRUSTEE

Karen Dancer Cutler
TRUSTEE

Petitioners and Owners of Land
above-described - LOT 101 BROWN'S CANYON

26449 BOLAN CANE
PALOS VERDES PENINSULA
CALIFORNIA 90274-4001
Address

STATE OF UTAH)
 : ss.
COUNTY OF _____)

**SEE ATTACHED
CERTIFICATE**

On the _____ day of _____, 2002, personally appeared before me
_____, the signer(s) of the above instrument,
who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

Residing at: _____
My Commission Expires: _____

ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of *** JAY ALAN CUTLER & KAREN MARIE CUTLER, TRUSTEES OF THE CUTLER FAMILY TRUST ***, 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 31st Day of May, 2002.

WEBER BASIN WATER
CONSERVANCY DISTRICT

BY Wayne B. Gibson
Chairman, Board of Trustees
Norman J. Montgomery

ATTEST:

Tage I. Flint
Tage I. Flint Secretary



EXHIBIT "A"

Lot 101, more particularly described as follows:

BEGINNING at a point that is on the South line of the NE 1/4 of Section 30, Township 1 South, Range 5 East, Salt Lake Base and Meridian; said point of beginning being South 0°06'48" East along the East line of Said NE 1/4 2659.75 feet and South 89°25'46" West along said South line 1510.00 feet from the NE corner of said Section 30, (not surveyed) (said NE corner bearing North 89°23'18" East from the NW corner and being the basis of bearing for this description); thence South 89°25'48" West along said South line 1130.001 feet to the center of said Section 30; thence South 53° West 953.090 feet; thence South 36° East 291.943 feet; thence South 31°57' East 548.019 feet; thence North 78°03'46" East 1522.933 feet; thence North 3°33'51" West 972.894 feet to the point of BEGINNING.

TOGETHER WITH and subject to a 50 foot Right-of-Way designed as Right-of-Way "Q".

RIGHT-OF-WAY "Q".....A 50 foot Right-of-Way 25 feet on each side of its center line, described as follows:

BEGINNING at a point North 89°38'12" East along the section line 2770.525 feet and due South 1874.418 feet from the SW corner of Section 20, T1S, R5E, SLB&M, which corner is North 89°23'18" East (used as the basis of bearing for this description) from the NW corner of Section 30, T1S, R5E, SLB&M; thence South 54°30'24" West 110.193 feet; thence South 34°29'31" West 871.768 feet; thence South 19°39'14" West 668.973 feet; thence South 31°51'44" West 1695.472 feet; thence South 63°52'08" West 223.098 feet; thence South 71°50'50" West 320.975 feet; thence North 12°14'32" West 542.333 feet; thence North 82°52'30" West 282.179 feet; thence South 69°19'15" West 1092.241 feet; thence South 55°16'16" West 1070.747 feet; thence North 79°52'31" West 284.429 feet; thence North 36°59'20" West 482.001 feet; thence North 29°25'39" West 447.772 feet; thence North 45°21'21" West 569.232 feet; thence North 31°57' West 548.019 feet; thence North 36° West 750.495 feet to a point on the Southerly right-of-way line of State Highway 496, said point being due East 1614.513 feet and due North 2479.659 feet from the SW corner of Section 30, T1S, R5E, SLB&M.

LIMITED TO SURFACE RIGHTS ONLY.

ALSO SUBJECT TO AND TOGETHER WITH a 50 foot right-of-way described as follows:

BEGINNING at a point that is on the South line of the NE 1/4 of Section 30, T1S, R5E, SLB&M; said point of beginning being South 0°06'48" East along the East line of said NE 1/4 2659.75 feet and South 89°25'46" West along said South line 1510.00 feet from the NE corner of said Section 30, (not surveyed) (said NE corner bearing North 89°23'18" West from the NW corner and being the basis of bearing for this description); thence South 03°33'51" East 50.10 feet; thence South 89°25'48" West 1116.21 feet; thence South 53°00'00" West 937.46 feet; thence North 36°00'00" West 50.01 feet; thence North 53°00'00" East 953.09 feet; thence North 89°25'48" East 1130.001 feet to the point of BEGINNING.

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