

Account No. 22824

Contract D-1

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

*** Mansour Foroughi ***, (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 20/29 Township 1S ____, Range 5E ____, Acres _____

Tax Serial No (s): SS-72-10

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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.

00670283 R#01563 Pg01625-01629

ALAN SPRIGGS, SUMMIT CO RECORDER
2003 AUG 25 10:10 AM FEE \$1.00 BY DMG
REQUEST: WEBER BASIN WATER CD

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 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. 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 5th day of June, 2003.

M. Foroughi

Petitioners and Owners of Land
above-described

Mansour Foroughi
4716 Xanadu Circle
Taylorsville, UT 84123

Address

STATE OF UTAH)
COUNTY OF Salt Lake : ss.

On the 5th day of June, 2003, personally appeared before me Mansour Foroughi, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL)



NOTARY PUBLIC
JEFF R. BREESE
5101 S. State Street
Murray, Utah 84105
My Commission Expires
April 28, 2007
STATE OF UTAH

Jeff R. Breese

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 *** Mansour Foroughi *** , 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 1 Day of August, 2003.

WEBER BASIN WATER
CONSERVANCY DISTRICT

By: Wayne B. Gibson
Chairman, Board of Trustees
Wayne B. Gibson

ATTEST:

Tage I. Flint
Tage I. Flint - Secretary

(Seal)



EXHIBIT "A"

Being located in sections 20 and 29 T1 South R 5 East.

✓ Lot 87, more particularly described as follows:

BEGINNING at a point that is due East 3140.819 feet and due North 264.219 feet from the Southeast Corner of Section 19, Township 1 South, Range 5 East, Salt Lake Base & Meridian, Summit County, Utah

(said Southeast Corner bearing North 89°23'18" East from Southwest Corner and being the basis of bearing for this description).

Thence: South 50°00'47" West 892.731 feet;

Thence: North 34°30' West 1249.553 feet to a point on the South Right-of-Way line of State Highway 196;

Thence: North 58°51' East along said Right-of-Way 552.526 feet to a point of tangency with a 2814.790 foot radius curve;

Thence: Northeasterly along the arc of said curve to the right a central angle of 18°43'46", a distance of 920.130 feet to a point on the North line of South 1/2 of Southeast 1/4 of Section 20, Township 1 South, Range 5 East, Salt Lake Base & Meridian;

Thence: North 89°38'12" East along said North line 712.901 feet;

Thence: South 30°40'56" West 1263.253 feet, to the point of BEGINNING,

✓ Limited To Surface Rights Only

Buyers subject to the right of Summit County to reassess the tax assessment on said property in accordance with Secs. 59-5-86 105 UCA 1953 as disclosed by certain Annual Application for Assessment and Taxation of Agricultural Land 1969.

✓ Subject to the Covenants and Conditions as set forth in that certain Warranty Deed dated April 3, 1978, by and between TRACY LAND & LIVESTOCK COMPANY, Grantor, and UTAH TITLE & ABSTRACT COMPANY, TRUSTEE, Grantee, recorded April 5, 1979, in Book M130, at pages 682-685, as Entry No. 154706, of Official Records of Summit County, Utah, and recorded April 6, 1979, in Book 124, at pages 589-592, as Entry No. 116016, of Official Records of Wasatch County, Utah.