

Account No 31360

Contract D-1

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

John B. Hut Family Living Trust & Mtn Valley Stone Inc. (herein "Petitioner"), hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the allotment of the beneficial use of 2.0 acre-feet of untreated water annually, for irrigation and domestic purposes, on land situated in Summit County, Utah, legally described as follows:

Section 20, Township 1S, Range 5E, Acres

Tax I.D. No. (s): SS-72-6

SEE ATTACHED "EXHIBIT A"

00776180 BK01787 Pg01568-01572
ALAN SPRIGGS, SUMMIT CO RECORDER
2006 MAY 01 13:33 PM FEE \$1.00 BY GGB
REQUEST: WEBER BASIN WATER

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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.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

Edward B. Rogers, Manager
WRIGHT BANK RESOURCES, LLC

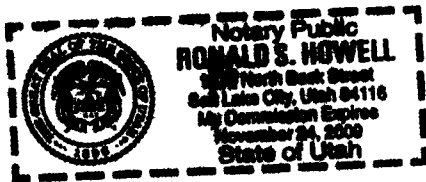
DATED this ____ day of _____, 2005.

Petitioners and Owners of Land
above-described

c/o Brad Young
2276 So Daniels Road
Heber, UT 84032
Address

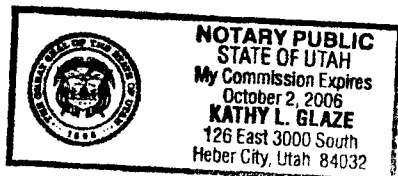
STATE OF UTAH)
 : SS.
COUNTY OF)

On the 16th day of January, 200~~5~~⁶, personally appeared before me
Edward B. Rogers and John Hot, the signer(s) of the above instrument, who duly acknowledged to
me that he executed the same.



(SEAL)

Ronald S. Howell
NOTARY PUBLIC



Robert John Nicken
Mountain Valley State Inc.

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Kathy L. Glaze
1/24/06 For Robert John Nicken

BK1787 PG1570

ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of John B. Hut Family Living Trust & Mtn Valley Stone Inc. be granted and an allotment of 2.0 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 31 day of March, 2006.

WEBER BASIN WATER CONSERVANCY
DISTRICT

BY Charlene M. McConkie
Charlene M. McConkie, Chairman

ATTEST:

Tage I. Flint
Tage I. Flint, Secretary

(SEAL)



EXHIBIT "A"

Property Description

The following described property is located in Summit County, State of

Utah:

Said property being located in Section 20, Township 1 South, Range 5 East, SLB & M.

Lot 37, more particularly described as follows:

Beginning at a point that is due North 2077.035 feet and due East 433.898 feet from the Southeast Corner of Section 19, Township 1 South, Range 5 East, SLB & M (said Southeast Corner bearing North 89°23'18" East from the Southwest corner and being the basis of bearing for this description): thence North 53° East 1006.103 feet; thence North 58°30'12" East 79.069 feet; thence South 27°55'59" East 1847.338 feet to a point on the North right-of-way line of State Highway 196; thence South 53°51' West along said right-of-way line 859.076 feet; thence North 35° West 1745.340 feet to the point of BEGINNING.

Limited to surface rights only.

Subject to easements, restrictions and rights-of-way appearing of record or enforceable in law and equity.

APN: SS-72-6
(Browns Canyon Quarry)

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