

Account # 19021

Contract D-3

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

Derek E. Anderson 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 13, Township 2S, Range 5E, Acres _____

Tax I.D. No CD-411-413-A

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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use of purpose.

ENTRY NO. 00827124

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0.00 BY WEBER BASIN WATER



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.

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. Petitioner recognizes that in addition to the tax lien referred to in paragraph 1 above, the above-described land is presently encumbered by a lien created by District Contract No. 63015 in the name of John T. Rhees, hereinafter the "contract lien." There is presently an outstanding balance owed the District of \$0, which petitioner hereby assumes and agrees to discharge. The unpaid balance of the contract lien shall be assessed simple interest at the rate of n/a % per annum. Petitioner recognizes that the unpaid balance of the contract lien together with the accrued interest shall remain a lien upon the land until discharged. The parties agree further that in the event the indebtedness represented by the contract lien and accrued interest is not fully discharged on or before n/a, District may cancel

this contract, retain both its contract lien and tax lien and inform the State Engineer of the cancellation and request that the corresponding exchange application be invalidated. The District may also elect to foreclose its contract lien against the land.

11. 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.

12. 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 3 day of July, 2007.



Petitioners and Owners of Land
above-described

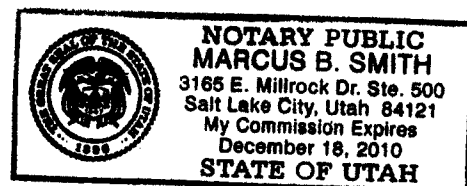
Derek E. Anderson
1961 E Tartan Avenue
Salt Lake City, UT 84108
Address

STATE OF Utah)
: ss.
COUNTY OF SALT LAKE)

On the 3 day of July, 2007 personally appeared
before me DEREK E. ANDERSON, the signer(s) of the above instrument,
who duly acknowledged to me that he executed the same.


NOTARY PUBLIC

(SEAL)



ORDER ON PETITION

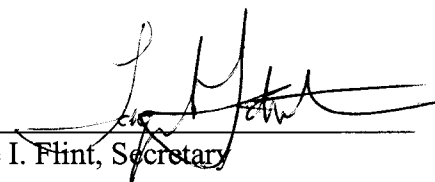
DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Derek E. Anderson be granted and an allotment of 1.0 acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 24 day of August, 2007.

WEBER BASIN WATER CONSERVANCY
DISTRICT

BY Charlene M. McConkie
Charlene M. McConkie, Chairman

ATTEST:


Tage I. Flint, Secretary

(SEAL)



Exhibit "A"
(Legal Description)

Lot 2, Garff Ranch Phase I, more particularly described as follows:

Beginning at a point of Access Opposite Highway Station 490 + 58.00 as described by Warranty Deed in Book 462, Page 734 of Official records, said point also being South 89° 11' 29" West 2450.17 feet along the South line of Section 13 from A 2 inch pipe marking the Southeast corner of said Section 13, Township 2 South, Range 5 East, Salt Lake Base and Meridian and running thence South 89° 11' 29" West 1534.59 feet along the South line of said Section 13; thence North 5° 14' 20" East 1661.05 feet to the center of a proposed 60 foot right of way; thence along the center of said right of way the following 10 courses: South 56° 02' 27" East 200.00 feet to a point on a 500.00 foot radius curve to the right (radius bears South 33° 57' 33" West), along the arc of said curve 231.26 feet to a point on a 200.00 foot radius curve to the left (radius bears North 60° 27' 33" East), along the arc of said curve 349.07 feet to a point on a 500.00 foot radius curve to the right (radius bears South 39° 32' 27" East), along the arc of said curve 296.71 feet, South 13° 30' 37" East 342.92 feet to a point on a 512.95 foot radius curve to the left (radius bears North 76° 29' 23" East), along the arc of said curve 313.76 feet to a point on a 410.99 foot radius curve to the right (radius bears South 41° 26' 35" West), along the arc of said curve 308.56 feet, South 5° 32' 27" East 227.25 feet to a point on a 600.00 foot radius curve to the left (radius bears North 84° 27' 33" East), along the arc of said curve 140.93 feet and South 18° 59' 54" East 189.21 feet to the point of beginning.

Together with the following right of way "A" described as follows:

Beginning at a point of Access Opposite Highway Station 490 + 58.00 as described by Warranty Deed in Book 462, Page 734, of Official records, said point also being South 89° 11' 29" West 2450.17 feet along the South line of Section 13 from a 2 inch pipe Marking the Southeast corner of said Section 13, Township 2 South, Range 5 East, Salt Lake Base and Meridian and running thence North 18° 59' 54" West 189.21 feet to a point on a 600.00 foot radius curve to the right (radius bears North 71° 00' 06" East); thence along the arc of said curve 140.93 feet; thence North 5° 32' 27" West 227.25 feet to a point on a 410.99 foot radius curve to the left (radius bears South 84° 27' 33" West); thence along the arc of said Curve 308.56 feet to a point on a 512.95 foot radius curve to the right (radius bears North 41° 26' 35" East); thence along the arc of said curve 313.76 feet; thence North 13° 30' 37" West 342.92 feet to a point on a 500.00 foot radius curve to the left (radius bears South 5° 32' 27" East); thence along the arc of said curve 296.71 feet to a point on a 200.00 foot radius curve to the right (radius bears North 39° 32' 27" West); thence along the arc of said curve 349.07 feet to a point on a 500.00 foot radius curve to the left (radius bears South 60° 27' 33" West); thence along the arc of said curve 231.26 feet; thence North 56° 02' 27" West 200.00 feet to a point on a 250.00 foot radius curve to the left (radius bears South 33° 57' 33" West); thence along the arc of said curve 157.08 feet; thence South 87° 57' 33" West 200.00 feet to a point on a 300.00 foot radius curve to the left (radius bears South 2° 02' 27" East); thence along the arc of said curve 263.99 feet to a point on a 150.00 foot radius curve to the right (radius bears North 52° 27' 32" West); thence along the arc of said curve 147.77 feet; thence North 86° 01' 00" West 329.04 feet to a point on a 200.00 foot radius curve to the right (radius bears North 3° 59' 00" East); thence along the arc of said curve 55.82 feet; thence North 70° 01' 33" West 387.65 feet to a point on a 200.00 foot radius curve to the left (radius bears South 19° 58' 27" West) thence along the arc of said curve 82.96 feet; thence South 86° 12' 30" West 313.16 feet to a point on a 200.00 foot radius curve to the left (radius bears South 3° 47' 30" East); thence along the arc of said curve 121.80 feet; thence South 51° 18' 56" West 113.18 feet to a point on a 607.95 foot radius curve to the right (radius bears North 38° 41' 04" West); thence along the arc of said curve 165.13 feet to a point on a 348.42 foot radius curve to the left (radius

Exhibit "A"
(Legal Description) continued

bears South 23° 07' 20" East); thence along the arc of said curve 163.10 feet; thence South 40° 03' 23" West 148.78 feet to a point on a 100.00 foot radius curve to the right (radius bears North 49° 56' 37" West); thence along the arc of said curve 149.98 feet; thence North 54° 00' 36" West 456.86 feet to the terminus of right of way.

The following is shown for information purposes only: CD-411-413-A