

ENTRY NO. 00856152

10/03/2008 09:31:36 AM B: 1951 P: 1253

Petition PAGE 1/7

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 0.00 BY WEBER BASIN WATER

Account No 77111



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

Gordon R. & Deanne D. Warner, Edward A. & Janice Brennan (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 _____

Tax I.D. No. (s): SS-80-4

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) \$243.00 per acre-foot of water purchased, a portion thereof to apply to the extent required on the District's obligation under bonds or other Government-District Contract and the remainder to apply to the District's general operation and maintenance expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such fair amounts shall be determined each year by the Board of Trustees of the District and any such determination shall be final and conclusive and binding on all parties.

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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.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 28 day of April, 2008.

Owners:

Gordon R. Warner and Deanne D. Warner
Edward A. Brennan and Janice Brennan
R. L. Battisti Sales Inc.
(Officers: Rudy L. Battisti and Jo W. Battisti)

Gordon R. Warner
Deanne D. Warner

Petitioners and Owners of Land
above-described

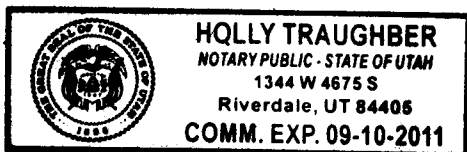
Address

Gordon R. Warner
438 W. 920 N.
Orem, UT 84057

STATE OF Utah)

COUNTY OF Utah) : ss.

On the 28 day of April, 2008, personally appeared before me
Gordon R. Warner & Deanne D. Warner, the signer(s) of the above
instrument, who duly acknowledged to me that he executed the same.



(SEAL)

Holly Traugher
NOTARY PUBLIC

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.

Owners:

Gordon R. Warner and Deanne D. Warner
Edward A. Brennan and Janice Brennan
R. L. Battisti Sales Inc.
(Officers: Rudy L. Battisti and Jo W. Battisti)

RUDY L. BATTISTI IS THE PRESIDENT & TREASURER
JO W. BATTISTI IS THE V-PRES & CORP SEC
OF R. L. BATTISTI SALES, INC.

DATED this ____ day of ____, 200__
* Rudy L. Battisti
* Jo W. Battisti

Petitioners and Owners of Land
above-described



MONIQUE D MARTIN
NOTARY PUBLIC • STATE of UTAH
8804 S STATE STREET #A-202
SANDY UT 84070
MY COMMISSION EXPIRES: 12-05-2008

THEY ARE THE
THE ONLY OFFICERS

STATE OF Utah

COUNTY OF S.L.) ss.

Gordon R. Warner
438 W. 920 N.
Orem, UT 84057

On the 27th day of April, 2008, personally appeared before me
_____, the signer(s) of the above
instrument, who duly acknowledged to me that he executed the same.

Monique D. Martin
NOTARY PUBLIC

(SEAL)

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.

Owners:

Gordon R. Warner and Deanne D. Warner
Edward A. Brennan and Janice Brennan
R. L. Battisti Sales Inc.
(Officers: Rudy L. Battisti and Jo W. Battisti)

DATED this 27 day of May, 2008.

Edward A. Brennan
* Janice Brennan

Petitioners and Owners of Land
above-described

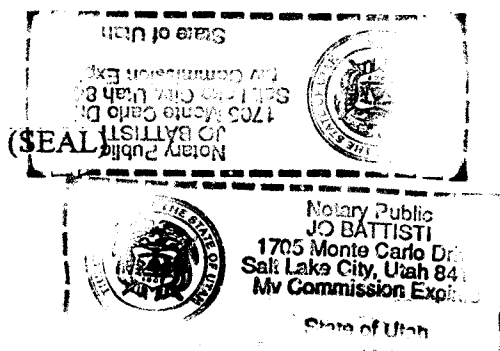
Address

Gordon R. Warner
438 W. 920 N.
Orem, UT 84057

STATE OF Utah

COUNTY OF Salt Lake ^{SS.}

On the 27th day of May, 2008, personally appeared before me
the signer(s) of the above
instrument, who duly acknowledged to me that he executed the same.



Jo Battisti
NOTARY PUBLIC
my commission Expires
5/30/09

ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Gordon R. & Deanne D. Warner, Edward A. & Janice Brennan 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 23rd day of July, 2008.

WEBER BASIN WATER CONSERVANCY
DISTRICT

BY

Stephen A. Osguthorpe
Stephen A. Osguthorpe, Chairman

ATTEST:

Tage I. Flint

Tage I. Flint, Secretary

(SEAL)



EXHIBIT "A"

S 30 T 1S R 5E (LOT 103) IN SEC 30,31 T1SR5E; BEG AT PT DUE S 4954.892 FT DUE W 2155.437 FT FR NE COR SEC 30 T1SR5E SLBM (SD NE COR BEARING N 89*23'18" E FR NW COR & BEING BASIS OF BEAR) TH S 41*22'47" W 678.987 FT; N 43*09'59" W 1969.917 FT TO SW COR NE 1/4 SW 1/4 SEC 30; TH N 0*06'46" WALG W LN SD NE 1/4 542.715 FT TO PT ON S'LY R/W LN ST HWY 196; TH N 25*45' EALG SD R/W 643.451 FT TO PT TANGENCY WITH 1859.859 FT RAD CUR; TH NE'LY ALG ARC SD CUR TO R THRU CENTRAL ANGLE OF 0*34'19" 13.565 FT; S 36* E 740.495 FT; S 31*57' E 548.019 FT; S 45*21'21" E 569.232 FT; S 29*25'39" E 447.772 FT; S 36*59'20" E 255.535 FT TO PT OF BEG TOGETHER WITH & SUBJECT OT 50 FT R/W "Q" CONT 43.58 AC M131-551 739-374 828-267-268 868-648 1025-228 1256-731 FOR ASSESSMENT PURPOSES, INTERESTS DETERMINED AS FOLLOWS: GORDON R WARNER & DEANNE D WARNER (JT) UND 39% INT 1256-731; EDWARD A BRENNAN & JANICE BRENNAN (JT) UND 1/4 INT 828-268; RL BATTISTI SALES INC UND 1/4 INT 828-648 UND 10% INT 1025-228, & UND 1% INT 1256-731; FOR A TOTAL OF UND 36% INT;