



"W2296305"

PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT
FOR THE ALLOTMENT OF UNTREATED WATER FOR IRRIGATION PURPOSES
FOR USE BY INDIVIDUALS

Area: West Weber County

NORTHERN DEVELOPERS, LLC, herein styled petitioner, elects to purchase and hereby applies to the Weber Basin Water Conservancy District, herein styled the District for the allotment of the beneficial use of 85.6 acre-feet of untreated water for the irrigation of 28.53 acres of land situated in Weber County, Utah as described below.

DESCRIPTION OF LAND:

SECTION 23 TOWNSHIP 6N RANGE 2W ACRES 28.53 ACRE-FEET 85.6

Please see Attachment "A" for legal description

The Petitioner agrees:

1. To pay for the right to use such water, whether or not petitioner actually takes and uses the same, and to pay a fair proportionate amount of the District's operation, maintenance, and replacement or other charges, in the total amount to be fixed from time to time by the Board of Directors of the District, which total amount initially shall be \$ 11,997.77.
2. The amount so fixed shall be a tax lien upon the above described lands and shall be paid in accordance with the provisions of the Water Conservancy Act of Utah and as the same may be amended. Nothing contained in this paragraph shall be construed to exempt the petitioner from paying the taxes levied pursuant to Sections 17A-2-1423 and 17A-2-1427 Utah Code Annotated, 1953, as amended.
3. The charge specified in paragraph (1) shall remain effective against the lands herein described, provided that the District may reallocate the water allotted pursuant to this petition, and the charge specified in paragraph (1), to parcels of said land in separate ownership in accordance with the rules and regulations of the District.
4. Periods of delivery: In no event shall the District be required to make deliveries of water hereunder other than during the irrigation seasons as determined by the District.
5. District water so allotted shall be delivered and or measured at a point or points designated by the District after consultation with petitioner or his representative. It shall not be the responsibility of the District to provide facilities to convey the water from such point or points to the place of use. The petitioner agrees to bear a pro rata share of all conveyance evaporation losses.
6. The District may use any water available to the District to the extent that it can be delivered at points where it can be used, provided such water is of quality suitable for irrigation use.
7. In the event there is a shortage of District water caused by drought, inaccuracy 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 accrue against the District, or the United

States, or any of their officers, agents of employees or either of them for any damage direct or indirect, arising therefrom and the payments to the District provided for herein shall not be reduced because of any such shortage or damage. During periods of water shortages, allocations of treated and untreated water to municipalities for municipal, domestic and industrial use shall have first priority. Deliveries of water allotted pursuant to this petition shall be reduced in the proportion that the number of acre-feet of such shortage, as determined by the District, bears to the total number of acre-feet allocated for irrigation use.

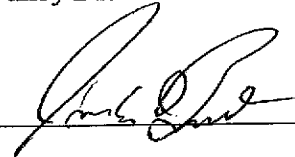
8. The Purchaser agrees that he will comply fully with all applicable Federal laws, orders and regulations, and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

9. The provisions of the Water Conservancy Act of Utah, and the rules and regulations of the Board of Directors of said District shall be binding upon the petitioner.

10. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto.

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 Weber Basin Water Conservancy District for the use and benefit of the Weber Basin Project."

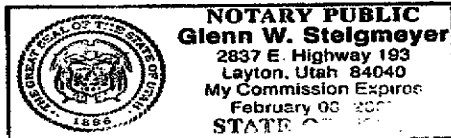
Dated this 27 Day of June, 2006

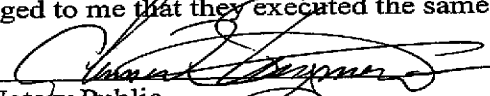


Petitioner and owners of lands above described.

STATE OF UTAH
County of

On the 27th Day of JUNE, 2006, personally appeared before me Jim E Burt, who being by me duly sworn did say that they are the signers of the within instrument, who duly acknowledged to me that they executed the same.




Notary Public

Residing at Summit Ave (SEAL)
My commission expires

ORDER ON PETITION

Due notice having been given and hearing had, it is ordered that the foregoing petition of NORTHERN DEVELOPERS, LLC, be granted and an allotment of 85.6 Acre-feet of irrigation water is hereby made to the lands therein described, upon the terms, at the rate and payable in the manner as in said petition set forth.

Dated this 27 Day of June, 2006

WEBER BASIN WATER
CONSERVANCY DISTRICT

By: Charlene M. McConkie
Charlene M. McConkie - Chairman

ATTEST:

[Signature]
Page 1. Flint - Secretary

(SEAL)



Attachment "A"

Tax ID Number

15-420-0069 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	Detention Basin	2.1	AF	\$223.15
15-420-0001 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	2	2.1	AF	\$223.15
15-420-0002 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	3	2.1	AF	\$223.15
15-420-0003 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	4	2.1	AF	\$223.15
15-420-0004 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	5	2.1	AF	\$223.15
15-420-0005 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	6	2.1	AF	\$223.15
15-420-0006 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	7	2.1	AF	\$223.15
15-420-0007 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	8	0.8	AF	\$147.71
15-420-0008 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	9	0.8	AF	\$147.71
15-420-0009 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	10	0.8	AF	\$147.71
15-420-0010 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	11	0.8	AF	\$147.71
15-420-0011 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	12	0.8	AF	\$147.71
15-420-0012 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	13	0.8	AF	\$147.71
15-420-0013 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	14	0.8	AF	\$147.71
15-420-0014 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	15	0.8	AF	\$147.71
15-420-0015 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	16	0.8	AF	\$147.71
15-420-0016 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	17	0.8	AF	\$147.71
15-420-0017 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	18	0.8	AF	\$147.71
15-420-0018 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	19	0.8	AF	\$147.71
15-420-0019 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	20	0.8	AF	\$147.71
15-420-0020 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	21	0.8	AF	\$147.71
15-420-0021 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	22	0.8	AF	\$147.71
15-420-0022 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot	23	0.8	AF	\$147.71

15-420-0023 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 24	0.8	AF	\$147.71
15-420-0024 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 25	0.8	AF	\$147.71
15-420-0025 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 26	0.8	AF	\$147.71
15-420-0026 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 27	0.8	AF	\$147.71
15-420-0027 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 28	0.8	AF	\$147.71
15-420-0028 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 29	0.8	AF	\$147.71
15-420-0029 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 30	0.8	AF	\$147.71
15-420-0030 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 31	0.8	AF	\$147.71
15-420-0031 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 32	0.8	AF	\$147.71
15-420-0032 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 33	0.8	AF	\$147.71
15-420-0033 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 34	0.8	AF	\$147.71
15-420-0034 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 35	0.8	AF	\$147.71
15-420-0035 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 36	0.8	AF	\$147.71
15-420-0036 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 37	0.8	AF	\$147.71
15-420-0037 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 38	0.8	AF	\$147.71
15-420-0038 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 39	0.8	AF	\$147.71
15-420-0039 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 40	0.8	AF	\$147.71
15-420-0040 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 41	0.8	AF	\$147.71
15-420-0041 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 42	0.8	AF	\$147.71
15-420-0042 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 43	0.7	AF	\$147.71
15-420-0043 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 44	0.7	AF	\$147.71
15-420-0044 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 45	0.7	AF	\$147.71
15-420-0045 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 46	0.7	AF	\$147.71
15-420-0046 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 47	0.7	AF	\$147.71
15-420-0047 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 48	0.7	AF	\$147.71
15-420-0048 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 49	0.7	AF	\$147.71

15-420-0049 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 50	0.7	AF	\$147.71
15-420-0050 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 51	1.0	AF	\$147.71
15-420-0051 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 52	1.0	AF	\$147.71
15-420-0052 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 53	1.1	AF	\$154.57
15-420-0053 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 54	1.1	AF	\$154.57
15-420-0054 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 55	0.9	AF	\$147.71
15-420-0055 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 56	2.3	AF	\$236.86
15-420-0056 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 57	2.1	AF	\$223.15
15-420-0057 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 58	2.1	AF	\$223.15
15-420-0058 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 59	2.1	AF	\$223.15
15-420-0059 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 60	2.1	AF	\$223.15
15-420-0060 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 61	2.6	AF	\$257.44
15-420-0061 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 62	3.6	AF	\$341.86
15-420-0062 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 63	2.1	AF	\$223.15
15-420-0063 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 64	2.1	AF	\$223.15
15-420-0064 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 65	2.1	AF	\$223.15
15-420-0065 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 66	2.1	AF	\$223.15
15-420-0066 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 67	2.1	AF	\$223.15
15-420-0067 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 68	2.1	AF	\$223.15
15-420-0068 ✓	Northern Developers	Holmes Estates - Ph. 2, Lot 69	2.7	AF	\$264.30