

Account 28095

Contract D-3

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

Norman Raymond Hawthorne (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 12&13, Township 2S, Range 5E, Acres _____
Tax Serial No. (s): CD-407-A-3

Parcel #51, Phase #1
SEE ATTACHED EXHIBIT "A"

WEBER BASIN WATER
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WEBER BASIN WATER
363216

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 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for the replacement of underground water diverted, withdrawn or to
be diverted or withdrawn by means of a well or spring for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.

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, including the obtainment of an 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. 25030, in the name of Robert H. Garff, Janie Lee Rogers, Stewart L. Grow, 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.

DATED THIS 11 DAY OF May, 1991.

Norman R. Hawthorne
 Petitioners and Owners of Land
 above-described

Norman Raymond Hawthorne
P.O. Box 595
Sandy, Utah 84091
 Address

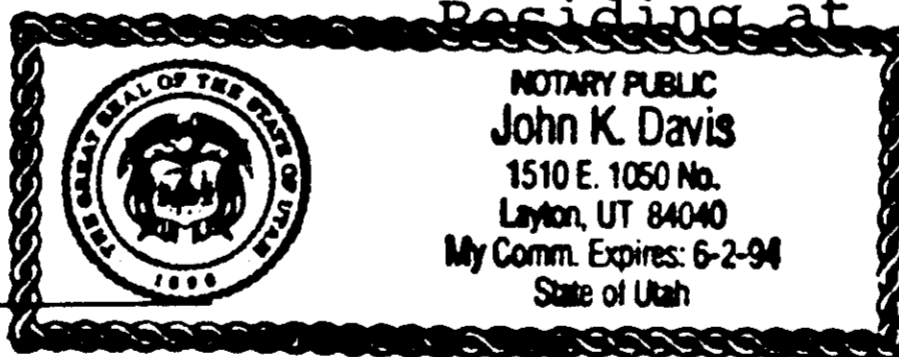
STATE OF UTAH)
) : ss.
 COUNTY OF)

On the 11 day of MAY, 1991, personally appeared before me NORMAN R. HAWTHORNE, the signer (s) of the above instrument, who duly acknowledged to me that he executed the same.

John K. Davis

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 Norman Raymond Hawthorne 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 26 day of June, 1992.

WEBER BASIN WATER CONSERVANCY
DISTRICT

By Charles F. Black, Jr.
Chairman, Board of Directors
Charles F. Black, Jr.

ATTEST:

Ivan W. Flint
Secretary - Ivan W. Flint

(SEAL)

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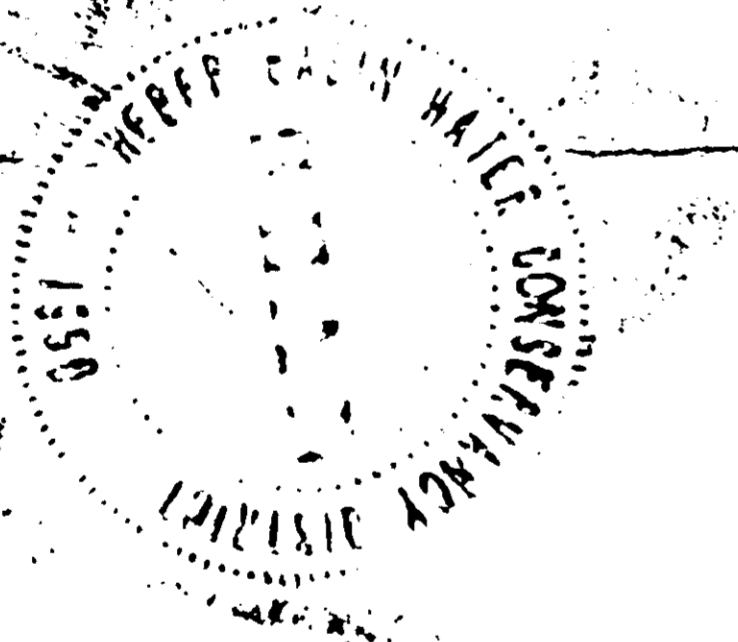


EXHIBIT "A"

SECTION 12 AND 13, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2 INCH DIAMETER IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 46 MINUTES 08 SECONDS WEST, A DISTANCE OF 4471.97 FEET ALONG THE SECTION LINE; THENCE WEST, A DISTANCE OF 3847.81 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 03 MINUTES 21 SECONDS EAST, A DISTANCE OF 1953.08 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT SOUTHERLY, 200.00 116 DEGREES 51 MINUTES 49 SECONDS, SAID POINT ALSO BEING ON THE CENTER OF A 60 RIGHT OF WAY; THENCE ALONG SAID CENTERLINE THE FOLLOWING 5 COURSES: NORTHEASTERLY RIGHT, FROM WHICH THE LOCAL TANGENT AT THE BEGINNING POINT BEARS NORTH 36 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 407.93 FEET, SOUTH 84 DEGREES 42 MINUTES 02 SECONDS EAST, A DISTANCE OF 340.81, SOUTH 26 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 162.59 FEET; NORTHEASTERLY, 197.09 50 DEGREES 00 MINUTES 00 SECONDS, SOUTHEASTERLY LEFT, A DISTANCE OF 172.00 FEET, SOUTH 51 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 166.59 FEET; , CONCAVE NORTHERLY, 1036.50 13 DEGREES 00 MINUTES 00 SECONDS, EASTERLY LEFT, A DISTANCE OF 235.17 FEET, SOUTH 82 DEGREES 46 MINUTES 08 SECONDS EAST, A DISTANCE OF 234.67 FEET; , CONCAVE NORTHERLY, 550.00 15 DEGREES 33 MINUTES 43 SECONDS, AND EASTERLY LEFT, A DISTANCE OF 149.38 FEET, NORTH 82 DEGREES 57 MINUTES 01 SECONDS EAST, A DISTANCE OF 148.93 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE LEAVING SAID CENTERLINE SOUTH 02 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 1764.03 FEET; THENCE NORTH 83 DEGREES 39 MINUTES 56 SECONDS WEST, A DISTANCE OF 946.80 FEET, TO THE POINT OF BEGINNING.

PROPERTY IS SUBJECT TO AND AFFECTED BY 30 FEET OF A 60 FOOT RIGHT OF WAY WHERE DESCRIBED ABOVE. ALSO, TOGETHER WITH AND SUBJECT TO A 60 FOOT RIGHT OF WAY(S) DESIGNATED AS RIGHT OF WAY(S) "C" AND "D".

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION OF RIGHT OF WAY(S).