

Account No 28183

Contract D-1

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

Norman R. Hawthorne (herein "Petitioner"),
hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the allotment
of the beneficial use of 3.0 acre-feet of untreated water annually, for irrigation and domestic
purposes, on land situated in Summit County, Utah, legally described as follows:

Section 12, Township 2S, Range 5E, Acres _____

Tax I.D. No. (s): CD-407-A-3

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 there of 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underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring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.

-1-

ENTRY NO. 00815791

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY WEBER BASIN WATER CD



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 20 day of March, 2007.

Norman R Hawthorne

Petitioners and Owners of Land
above-described

Norman R. Hawthorne
P.O. Box 595
Sandy, UT 84091

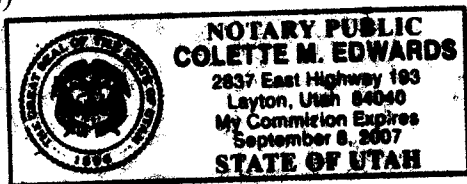
Address

STATE OF _____)
 : ss.
COUNTY OF Davis)

On the 20th day of March, 2007, personally appeared before me
Norman R. Hawthorne, the signer(s) of the above instrument, who duly
acknowledged to me that he executed the same.

Colette M Edwards
NOTARY PUBLIC

(SEAL)



ORDER ON PETITION

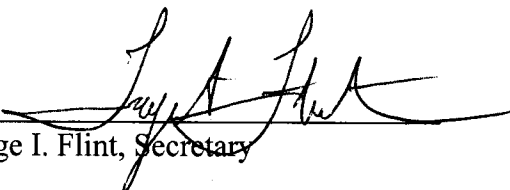
DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Norman R. Hawthorne be granted and an allotment of 3.0 acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 27 day of April, 2007.

WEBER BASIN WATER CONSERVANCY
DISTRICT

BY Charlene M. McConkie
Charlene M. McConkie, Chairman

ATTEST:


Tage I. Flint, Secretary

(SEAL)

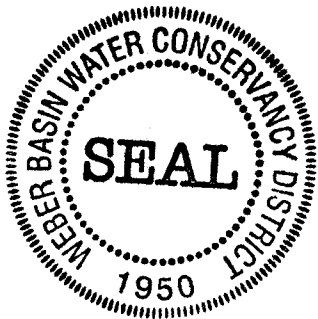


EXHIBIT A

LEGAL DESCRIPTION

land referred to is situated in Summit, and is described as follows:

A PARCEL OF LAND LYING WITHIN SECTION 12 AND 13, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, 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 08 MINUTES 21 SECONDS EAST, A DISTANCE OF 1953.08 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 116 DEGREES 51 MINUTES 49 SECONDS, SAID POINT ALSO BEING ON THE CENTER OF A 60 FOOT RIGHT OF WAY; THENCE ALONG SAID CENTERLINE THE FOLLOWING 5 COURSES: NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE 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, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 84 DEGREES 42 MINUTES 02 SECONDS EAST, A DISTANCE OF 340.81 FEET TO THE CURVE'S END, SOUTH 26 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 162.59 FEET; TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 197.09 FEET AND A CENTRAL ANGLE OF 50 DEGREES 00 MINUTES 00 SECONDS, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 172.00 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 51 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 166.59 FEET; TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1036.50 FEET AND A CENTRAL ANGLE OF 13 DEGREES 00 MINUTES 00 SECONDS, EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 235.17 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 82 DEGREES 46 MINUTES 08 SECONDS EAST, A DISTANCE OF 234.67 FEET; TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 33 MINUTES 43 SECONDS, AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 149.38 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS 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).

ORDER NO. 16067