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ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1995 JAN 31 11:32 AM FEE \$1.00 BY DMG
REQUEST: WEBER BASIN WATER CD

Account No. 28112

D-3

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

HAVERFORD-NABOB, L.C.

(Herein "Petitioner"), hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the allotment of the beneficial use of 2.0 Acre-feet of untreated water annually, for irrigation and domestic purposes, on land situated in Summit County, Utah, legally described as follows:

Section 20, Township 1S, Range 4E, Acres 7.27
Tax Serial No. (s): PP-84-A-2-A

COMMENCING NORTH 89D51' EAST 1325.2 FEET; SOUTH 0D04'30" WEST 1049.57 FEET AND SOUTH 78D45' EAST 373.91 FEET FROM THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 78D45' EAST 311.16 FEET; THENCE SOUTH 4D18'27" WEST 488.25 FEET; THENCE NORTH 80D42'33" WEST 310.05 FEET; THENCE NORTH 4D18'27" EAST 498.93 FEET TO THE POB.

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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.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

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 69504, in the name of Solid Constructors, thereafter 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 2 DAY OF September, 1994.

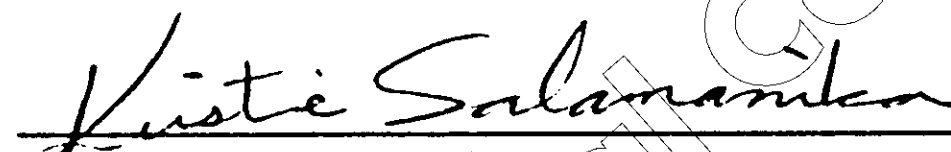


Petitioners and Owners of Land
above-described

Haverford-Nabob, L.C.
& Founders Title
P.O. Box 68045
700 BITNER ROAD
PARK CITY, UT 84060 Park City, Utah 84068-0845
Address

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

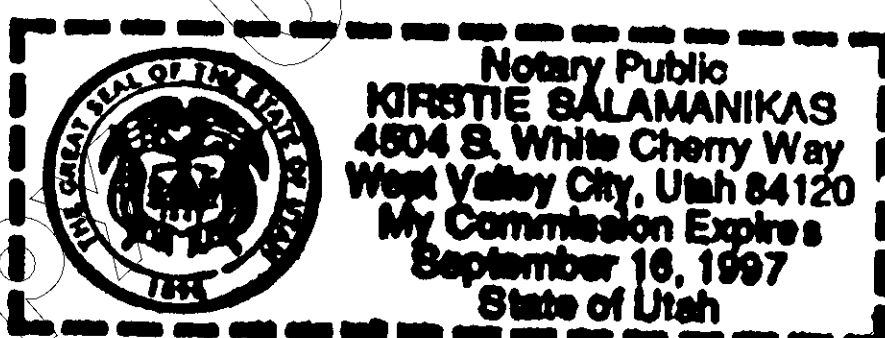
On the 2nd day of September, 1994, personally appeared before me John Petway, the signer (x) of the above instrument, who duly acknowledged to me that he executed the same.



NOTARY PUBLIC
Residing at : Salt Lake

My Commission Expires:

Sept. 16, 1997



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ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Haverford-Nabob, L.C. be granted and an allotment of 2.0 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 28 day of October, 19 94.

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



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