

09-280-0006

PETITION TO ROY WATER CONSERVANCY SUBDISTRICT FOR THE ALLOTMENT OF WATER

Christiansen, Kevin J. & Marci

husband and wife of Roy (City), Utah (County) (State)  
 herein apply to the Subdistrict for the allotment of the beneficial use of \_\_\_\_\_ acre-foot of water annually for the irrigation of land situated in Weber County, Utah described as follows: (See attached description)

All of Lot 14, Carriage Estates Subdivision #1, Roy City, Weber County, Utah.

PLATTED  
 ENTERED

FILED  
 MICROFILMED

10-12-502

WIT:  
 DEAR *Maggie Henderson*

3 59 PM '86

FILED  
*Ray E. Henderson*

agrees to bear a proportionate share of all conveyance and conveyance losses from the Weber Basin Water Conservancy District storage reservoirs, and from the Subdistrict reservoirs to the point or points of delivery.

6. If for any reason there is a shortage of project waters available to petitioner not caused by the negligence of the Subdistrict, or the negligence of the State of Utah, no liability shall accrue against the Subdistrict or the Weber Basin Water Conservancy District, or the United States or any of their officers, agents, or employees or other of them, for any damage, direct or indirect, arising therefrom, except the payments to the Subdistrict provided for herein shall not be reduced because of any such shortage or damage. Deliveries of water allotted pursuant to this petition may be reduced as determined by the Subdistrict.

7. The petitioner agrees to 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, groundwater, 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.

8. The provisions of the Water Conservancy Act of Utah, and the Rules and Regulations of the Board of Directors of said Subdistrict shall be binding upon the petitioner, and this petition shall be subject to the repayment contract between the Weber Basin Water Conservancy District and the United States dated December 12, 1952 No. 14-06-40933 as amended and any contract that may be entered into by the Subdistrict for the repayment of costs incurred by it for the construction of a distribution system, pumping plant and appurtenant reservoir.

Date this 21st day of April 1986

Signed *Kevin J. & Marci Christiansen*  
*Marci Christiansen*  
 Petitioner and Owner of Land above described

STATE OF UTAH

County of Weber

On the 21st day of April 1986, personally appeared before me *Kevin J. & Marci Christiansen*, who being by me duly sworn, depose and say that he/she is/are the agent(s) of the within instrument, who duly acknowledged to me that he/she is/are the same.

Notary Public *James L. Beckwith*  
 Residing at Roy City  
 County of Weber State of Utah

(SEAL)

My Commission Expires July 16, 1990

ORDER ON PETITION TO ROY WATER CONSERVANCY SUBDISTRICT

Due notice having been given and hearing had it is ordered that the foregoing petition of *Kevin J. & Marci Christiansen* be granted and an allotment of \_\_\_\_\_ 62 \_\_\_\_\_ acre-foot of irrigation water is hereby made; the lands therein described, upon the terms, at the rates, and payable in the manner as determined by the District Board of Directors.

Dated this 8th day of October 1986  
*James L. Beckwith*  
 Chairman, Board of Directors

WITNESSES:

I hereby certify that the above is a true copy of Petition and Order entered thereon by the Board of Directors of Roy Water Conservancy Subdistrict, on the 8th day of October 1986

(Seal)  
*Joseph L. Christiansen* Secretary

The Petitioner Agrees:

1. To purchase and pay for the right to use such water, whether or not petitioner actually takes and uses the same; the price to be fixed annually by the Board of Directors of the Subdistrict which shall include the following items:

(a) An amount not to exceed \$4.50 annually per acre-foot for all water allotted;

(b) An amount not to exceed \$31.50 annually for each delivery point provided for the land described above. In the event of the division of the said land into separate ownerships served from the same delivery point, the said charge of \$31.50 annually shall be made for each parcel in new ownership;

(c) A fair proportionate amount of operation, maintenance and replacement charges estimated by the Subdistrict for its use, and a fair proportionate amount of the estimated operation, maintenance and replacement charges assessed against the Subdistrict by the Weber Basin Water Conservancy District pursuant to the Class C petition and order between the Weber Basin Water Conservancy District and Subdistrict.

Money collected pursuant to subparagraphs (a) and (b) above shall be used first to apply on the Subdistrict's obligation to the United States under Contract No. 14-06-4093720, dated September 16, 1971, second, to apply to the Subdistrict's obligation under said Class C petition and order between the Weber Basin Water Conservancy District and the Subdistrict, and third, to meet other obligations of the Subdistrict.

2. To pay a connection charge upon the granting of this petition the sum of \$ 502.00 which is not refundable.

3. The aggregate of the amounts so fixed in paragraphs 1 and 2 hereof 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 73-9-19 and 20, Utah Code Annotated 1953, as amended.

4. The charges specified in paragraph 1 shall remain effective against the land herein described, provided that upon application to the Subdistrict, its Board of Directors may reallocate the water allotted pursuant to this petition and the charges specified in paragraph 1 to parcels of said land in separate ownership in accordance with rules and regulations of the Subdistrict's Board.

5. Project water allotted shall be delivered at a point or points designated by the Subdistrict after consultation with petitioner or his representative. It shall not be the responsibility of the Subdistrict to provide facilities to convey the water from such point or points to the place of use. The petitioner