

CONTRACT BETWEEN WEBER BASIN WATER CONSERVANCY DISTRICT AND

WILLARD L. DILLREE

FOR THE SALE AND USE OF UNTREATED WATER

THIS CONTRACT made this 2nd day of August, 1963, between WEBER BASIN WATER CONSERVANCY DISTRICT, organized under the laws of the State of Utah, herein styled "District", and WILLARD L. DILLREE, of ECHO, SUMMIT COUNTY, UTAH, herein styled the "Purchaser",

WITNESSETH:

WHEREAS, the District made a contract with the United States, dated December 12, 1952, (thereafter amended under date of June 30, 1961) hereinafter referred to as the Government-District contract for the repayment of certain costs of the works of Weber Basin Project, hereinafter referred to as the Project, by means of which water is and will be made available for use for irrigation, municipal and miscellaneous purposes, and

WHEREAS, the Purchaser desires to Drill a well to secure a water supply at or near the following location:

North 1722.9 feet and East 761.6 feet from the S. 1/4 Sec.
Corner Stone of Sec 24, T3N, R4E of the S.L.B. & M.

which well will intercept and withdraw underground water that will require replacement, and the District has project water to sell to the Purchaser to replace the water so intercepted and withdrawn by such well.

NOW, THEREFORE, in consideration of the mutual and dependent promises and covenants herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

1. SALE OF WATER: The District for the price hereinafter specified, hereby sells and agrees to deliver in the manner and at the place hereinafter provided, and the Purchaser hereby purchases the right to use in each calendar year untreated project water in amounts of:

2 acre-feet

except the District will not be obligated to deliver water to the Purchaser as herein provided until satisfactory evidence is furnished that the use of this water as replacement water has been approved by the State Engineer of Utah.

1-a. STATE ENGINEER'S CHARGES: The Purchaser agrees to pay directly to the State Engineer all assessments for distribution of the water replaced with District water.

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Entry No. 104582	Book M9
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ated
replacement water)
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2. PLACE OF DELIVERY AND USE: The water covered hereby is sold to the purchaser solely for the replacement of underground water diverted or to be diverted by said well for domestic and miscellaneous use in and upon the following described lands in SUMMIT County, Utah:

SW 1/4 NW 1/4 SE 1/4 Said Sec. 24.

and for no other use or purpose. Its use as replacement water shall be subject to such rules and regulations as the State Engineer of Utah may prescribe.

Delivery of such water shall be as directed by the State Engineer or his representative at Wanship Reservoir

The District shall have no obligation to provide works or facilities of any type to conduct such water from such point of delivery to its ultimate place of use. The purchaser shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

3. OBLIGATION OF PURCHASER TO PAY FOR WATER: For the purchase of the annual quantity of water which the District holds and will hold for the Purchaser as herein provided, the Purchaser shall pay to the District an annual amount to consist of the total of the following items:

- (a) \$15.00 per acre-foot of water being a total of \$ 30.00 for the 2 acre-feet, to apply on the District's obligations under the repayment contract No. 14-06-400-33 between the United States and the District, and as it has been or may be amended and supplemented.
- (b) A fair proportionate amount of estimated operating and maintenance charges of the District for the then calendar year. Such fair proportionate amount shall be determined each year by the Board of Directors of the District and the determination shall be final and conclusive. If such estimate is more or less than the actual cost thereof, an appropriate adjustment will be made in the annual amount for the year following the year for which the estimate was made.

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acement water)

first annual payment under items (a) and (b) above shall be made by the Purchaser to the District before the first water is delivered, and shall be in payment for water available for the use as herein provided for that calendar year, and succeeding annual payments shall be made by the Purchaser to the District on or before January 1 of each year thereafter, until payment in full of that part of the construction obligation of the District apportioned to the development unit applicable to this contract. Each annual payment shall be made to the District whether or not all or any part of the water is called for or used hereunder.

4. PENALTY FOR DELINQUENCY: Every installment or charge required to be paid to District under this contract, which shall remain unpaid after its due date, shall bear interest at the rate of six percent (6%) per annum from the date of delinquency.

5. REMEDIES OF DISTRICT IN CASE OF DEFAULT: The annual amount payable hereunder shall be and constitute a perpetual lien upon the lands hereinabove described. If the Purchaser shall fail to make any payment due hereunder on or before the due date, the District may refuse the delivery of water, but this remedy is not exclusive, and the District may exercise any other remedy given by this contract or by law to enforce collection of any payment due hereunder, and for the foreclosure of the lien hereby created.

6. RELIEF IN EVENT OF DROUTH AND WATER SHORTAGE: In the event there is a shortage of water caused by drouth, 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 accrue against the District or the United States or any of their officers, agents, or 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 shortage allocations of treated and untreated water for municipal, domestic and industrial use shall have first priority.

7. CONSTRUCTION, OPERATION, AND MAINTENANCE OF PURCHASER'S FACILITIES: The purchaser shall construct, operate, and maintain without cost to District or the United States, the well and appurtenant facilities necessary to secure its water supply. The District has no responsibility for the quantity or quality of water that the Purchaser is able to secure through the operation of its well.

8. BENEFICIAL USE OF WATER: The basis, the measure, and the limit of the right of the Purchaser in the use of water shall rest perpetually in the beneficial application thereof, and the Purchaser agrees to put the water purchased by him here-

4. (replacement water)

under to beneficial use in accordance with law,

9. ASSIGNMENT LIMITED — SUCCESSORS AND ASSIGNS OBLIGATED: The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any part thereof or interest therein shall be valid until approved by the Secretary of the Interior.

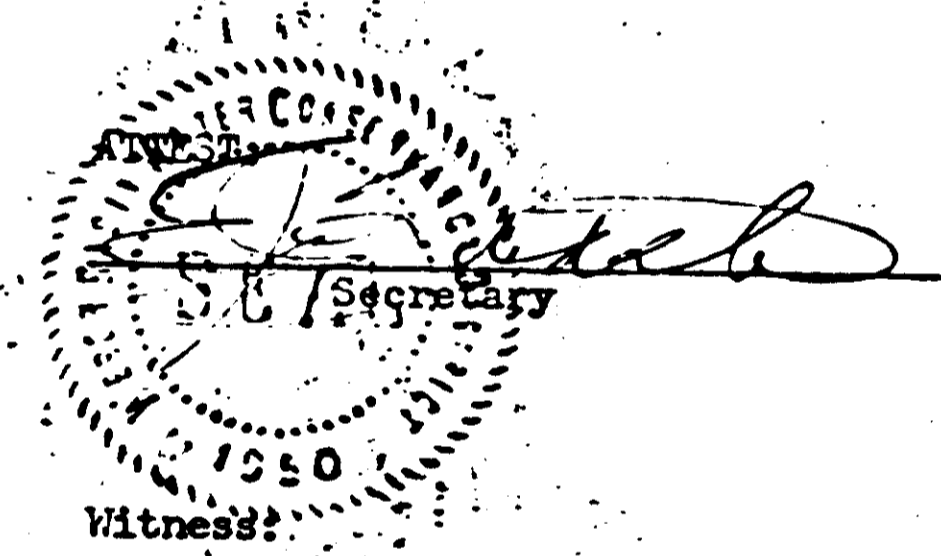
10. NOTICE: Any notice herein required to be given to the Purchaser shall be sufficiently given if sent by registered mail addressed to the Purchaser at

Keokuk, Utah, and to the District if sent to R.F.D. #2, Box 223, Layton, Utah

IN WITNESS WHEREOF, the parties have caused this contract to be executed and signed the day and year first above written.

WEBER BASIN WATER CONSERVANCY DISTRICT

By Ralph A. Richards
President


Secretary

William J. Dillman
Purchaser

Witness:
D. H. Hart

Approved:

F. M. Clinton
Authorized representative of the
Secretary of the Interior

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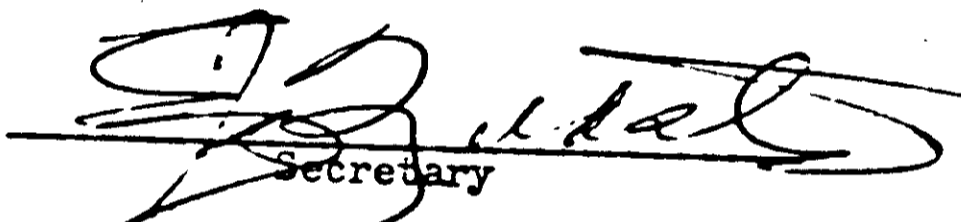
RESOLUTION

BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the Weber Basin Water Conservancy District that the President and the Secretary be and they are hereby authorized and empowered to execute on behalf of said District a contract between the Weber Basin Water Conservancy District and Willard L. Dillree for the purchase of 2 acre-feet of water. The water is to be taken from a well which will be replaced by water owned by the District at Wanship Reservoir.

CERTIFICATION

I, E. J. FJELDSTED, Secretary of Weber Basin Water Conservancy District, do hereby certify that the foregoing authorization was approved by the Board of Directors at a regular meeting held on the 25th day of March, 1960.




Secretary

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