

1550348 R 2566 P 804
 SHERIL L. WHITE, DAVIS CNTY RECORDER
 1999 OCT 4 7:42 AM FEE REC'D FOR WEBER BASIN WATER CONS DIST
 Area: Woods Cross

NOT RECORDED
 OCT - 4 1999

Kaufman & Broad
 1003 1001
 W/2-25-2N-1W
 06-048-0135

PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT
 FOR THE ALLOTMENT OF MUNICIPAL UNTREATED WATER FOR IRRIGATION PURPOSES
 FOR USE BY INDIVIDUALS

Kaufman and Broad of Utah, Inc., herein styled petitioner, elects to purchase and hereby applies to the Weber Basin Water Conservancy District, herein styled the District for the allotment of the beneficial use of 63.1 acre-feet of Weber Basin Project municipal untreated water for the irrigation of 29.621 acres of land situated in Davis County, Utah as described below. This petition supersedes and incorporates _____ acre-feet of water covered by that certain _____ and order recorded in Book _____, Page _____, records of _____ County, Utah.

DESCRIPTION OF LAND: SECTION 25 TOWNSHIP 2N RANGE 1W ACRES 29.621 ACRE-FEET 63.1

FARM MEADOWS PLAT C SUBDIVISION
 BEGINNING AT A POINT ON THE NORTHERLY LINE OF FARM MEADOWS SUBDIVISION PLAT "A" ACCORDING TO THE OFFICIAL PLAT THEREOF SAID POINT LIES NORTH 89°42'03" EAST 531.42 FEET ALONG THE SECTION LINE AND SOUTH 452.68 FEET FROM THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 2 NORTH RANGE 1 WEST SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING (2) COURSES; NORTH 00D01'18" EAST 104.50 FEET AND NORTH 33D04'44" EAST 61.33 FEET; THENCE NORTH 09D01'18" EAST 214.00 FEET ALONG SAID NORTHERLY LINE AND THE EASTERLY LINE OF FARM MEADOWS SUBDIVISION PLAT "B" ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID FARM MEADOWS SUBDIVISION PLAT "B" THE FOLLOWING (11) COURSES: NORTH 06D27'56" EAST 56.06 FEET AND NORTH 09D01'18" EAST 446.06 FEET AND NORTH 45D75'38" EAST 36.36 FEET AND SOUTH 80D58'42" EAST 85.00 FEET AND NORTH 59D00'55" EAST 73.11 FEET AND SOUTH 80D58'42" EAST 107.00 FEET AND NORTH 86D33'30" EAST 75.08 FEET AND NORTH 89D10'20" EAST 300.00 FEET AND NORTH 00D49'40" WEST 107.00 FEET AND NORTH 23D29'47" EAST 61.46 FEET AND NORTH 00D49'40" WEST 129.50 FEET TO A POINT ON THE SOUTH LINE OF NEWPORT SUBDIVISION PLAT "B" ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE ALONG SAID SOUTH LINE NORTH 89D10'20" EAST 678.17 FEET TO A POINT ON THE WESTERLY LINE OF THE O.S.L. RAILROAD; THENCE ALONG SAID WESTERLY LINE SOUTH 19D03'18" WEST 697.63 FEET; THENCE SOUTH 89D10'44" WEST TO A POINT ON A 122.00 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 65D21'58" EAST); THENCE ALONG THE ARC OF SAID CURVE 11.88 FEET THROUGH A CENTRAL ANGLE OF 05D34'44"; THENCE SOUTH 19D03'18" WEST 75.00 FEET TO A POINT ON A 122.00 FOOT RADIUS CURVE TO THE LEFT, (RADIUS BEARS SOUTH 70D56'42" EAST); THENCE ALONG THE ARC OF SAID CURVE 61.61 FEET THROUGH A CENTRAL ANGLE OF 28D55'58" TO A POINT OF REVERSE CURVATURE WITH A 178.00 FOOT RADIUS CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 80D07'20" WEST); THENCE ALONG THE ARC OF SAID CURVE 4.05 FEET THROUGH A CENTRAL ANGLE OF 01D18'08" TO A POINT ON THE SAID WESTERLY LINE OF O.S.L. RAILROAD; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING (2) COURSES: SOUTH 18D57'44" WEST 383.54 FEET TO A POINT ON A 10077.91 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 71D34'36" EAST) AND ALONG THE ARC OF SAID CURVE 393.19 FEET THROUGH A CENTRAL ANGLE OF 02D14'07" TO THE NORTHEAST CORNER OF SAID FARM MEADOWS SUBDIVISION PLAT "A" THE FOLLOWING (7) COURSES: NORTH 75D27'25" WEST 147.57 FEET AND NORTH 41D51'23" WEST 65.47 FEET AND NORTH 75D27'25" WEST 107.05 FEET AND SOUTH 14D32'35" WEST 38.88 FEET AND NORTH 75D27'25" WEST 151.93 FEET AND NORTH 87D05'55" WEST 154.66 FEET AND NORTH 80D58'42" WEST 447.09 FEET TO THE POINT OF BEGINNING. PROPERTY CONTAINS 29.621 ACRES.

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, at the price to be fixed annually by the Board of Directors of the District, which shall include the following items:
 - (a) \$ 99.66 per acre-foot, annually, for all water allotted hereunder.
 - (b) An amount hereby designated as distribution system charge of not to exceed \$21.50 annually for each delivery point provided forth 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 \$21.50 annually shall be made for each parcel in new ownership.
 - (c) A fair proportionate amount of operation, maintenance, and replacement charges as determined by the District.
2. The aggregate of the amounts so fixed 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 73-9-16 and 73-9-20 Utah Code Annotated, 1953, as amended.
3. The charges specified in paragraph (1) shall remain effective against the lands herein described, provided that the District 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 the rules and regulations of the District.
4. Periods of delivery: In no event shall the District be required to make deliveries of water hereunder other than during the irrigation seasons.
5. District water so allotted shall be delivered and measured at a point or points designated by the District after consultation with petitioner or his representative. It shall not be the responsibility of the District to provide facilities to convey the water from such point or points to the place of use. The petitioner agrees to bear a pro rata share of all conveyance evaporation losses. Water delivered under this petition shall be restricted to a maximum of _____ gallons per minute.
6. The waste seepage or return flow from water delivered pursuant to this petition shall belong to the District for the use and benefit of the Project. The District may substitute in lieu of stored water any other water available to the District to the extent that it can be delivered at points where it can be used, provided such water is of quality suitable for irrigation use.

(Over)

Kaufman & Broad

7. In the event there is a shortage of District water caused by drought, inaccuracy 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 shortages, allocations of treated and untreated water to municipalities for municipal, domestic and industrial use shall have first priority. Deliveries of water allotted pursuant to this petition shall be reduced in the proportion that the number of acre-feet of such shortage, as determined by the District, bears to the total number of acre-feet allocated for irrigation use.

8. The Purchaser agrees that he will 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, 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.

9. The provisions of the Water Conservancy Act of Utah, and the rules of regulations of the Board of Directors of said District shall be binding upon the petitioner.

10. "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."

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SIGN HERE

[Handwritten Signature]
Petitioner and owners of lands above described

Dated this 27th day of July, 1999.

STATE OF UTAH
County of Salt Lake

On the 27 day of July, 1999, personally appeared before me Richard A. Petersen, who being by me duly sworn did say that they are the signers of the within instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
CHRISTOPHER G. BEAVERS
330 East 4th South
Salt Lake City, Utah 84111
My Commission Expires
April 5, 2002
SALT STATE OF UTAH

[Handwritten Signature]
Residing at 2700 4th St (SEAL)
My commission expires 4/5/02

ORDER ON PETITION

Due notice having been given and hearing had, it is ordered that the foregoing petition of Kaufman and Broad of Utah, Inc., be granted and an allotment of 63.1 acre-feet of irrigation water is hereby made to the lands therein described, upon the terms, at the rate and payable in the manner as in said petition set forth.

Date this 27 day of August, 19 99.

WEBER BASIN WATER CONSERVANCY DISTRICT
By *[Handwritten Signature]*
Norman J. Montgomery - President

[Handwritten Signature]
Ivan W. Flint, Secretary

