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

Area: West Weber County

Tracy & Jennie Probert, 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 2.8 acre-feet of untreated water for the irrigation of 0.92 acres of land situated in Weber 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 8 TOWNSHIP 5N RANGE 2W ACRES 0.92 ACRE-FEET 2.8
~~08-277-0024~~

ALL OF LOT 37, ROCKY MOUNTAIN MEADOWS PHASE 2 SUBDIVISION, WEST HAVEN CITY, WEBER COUNTY, UTAH.

The Petitioner agrees:

1. To pay for the right to use such water, whether or not petitioner actually takes and uses the same, and to pay a fair proportionate amount of the District's operation, maintenance, and replacement or other charges, in the total amount to be fixed from time to time by the Board of Directors of the District, which amount initially shall be \$ 180.00.
2. The amount 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 charge 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 charge 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 as determined by the District.
5. District water so allotted shall be delivered and or 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.
6. The District may use any 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.

E# 1716346 BK2081 PG2784
DOUG CROFTS, WEBER COUNTY RECORDER
17-JUL-00 1052 AM FEE \$.00 DEP JPM
REC FOR: WEBER.BASIN.WATER.CONSERV.DIST

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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 of 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 and regulations of the Board of Directors of said District shall be binding upon the petitioner.

10. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto.

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 Weber Basin Water Conservancy District for the use and benefit of the Weber Basin Project."

Dated this 31 Day of May, 2000.

2623 West 5950 South
Roy, Utah 84067-3234


Petitioner and owners of lands above described.

STATE OF UTAH
County of Weber

On the 31 Day of May, 2000, personally appeared before me Tracy Probert, 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.

Melanie S. Robins Notary Public
Residing at Ogden, UT (SEAL)
My commission expires 12/22/03



ORDER ON PETITION

Due notice having been given and hearing had, it is ordered that the foregoing petition of Tracy & Jennie Probert, be granted and an allotment of 2.8 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.

Dated this 30 Day of June, 2000.

WEBER BASIN WATER
CONSERVANCY DISTRICT

By: 
Norman J. Montgomery - President

ATTEST


Ivan W. Flint - Secretary



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