

CONTRACT BETWEEN WEBER BASIN WATER CONSERVANCY DISTRICT
AND

SUMMIT COUNTY

(Purchasers)

FOR THE SALE AND USE OF UNTREATED WATER

THIS CONTRACT, made this 15 day of Sept, 1981, between the WEBER BASIN WATER CONSERVANCY DISTRICT, organized under the laws of the State of Utah, herein styled "District", and SUMMIT COUNTY, of County Courthouse - P. O. Box 128 Coalville, Utah 84017 herein styled the "Purchaser",

WITNESSETH:

WHEREAS, the District made a contract with the United States dated December 12, 1952 (thereafter amended), 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, by means of a well/~~spring~~ to divert or withdraw underground water for domestic and miscellaneous purposes at or near the following locations:

S 1180 ft, E 780 ft fr NW cor Sec 19, T1S, R4E
(Kimball Junction)

(above described diversions are not located within municipal boundaries)

which diversion will intercept and withdraw water that will require replacement, and the District has Project water to sell to the Purchaser to replace the water so intercepted and withdrawn.

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 1.0 acre-feet except the District will not be obligated to

Entry No.	<u>186416</u>	book	<u>M 215</u>
RECORDED	<u>12-8-81</u>	at	<u>1:56 P</u>
REQUEST of	<u>Weber Basin Water C...</u>		
FEE	<u>\$ D.H.</u>		
INDEXED	<u>ABSTRACT</u>		

WANDA Y. SPRIGGS SUMMIT CO. RECORDER
By Wanda Y. Spriggs

BOOK 1206 PAGE 222

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. If for any reason written notice of such approval by the State Engineer is not received by the District from the State Engineer by not later than six months from date of contract, this contract shall in all respects cease and terminate.

2. PLACE OF DELIVERY AND USE. The water covered hereby is sold to the purchaser solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by said well/~~spring~~ for domestic and miscellaneous use in and upon the following described lands in Summit County, Utah:

SEE ATTACHED SHEET __ EXHIBIT "A"

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 East Canyon 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) \$99.66 per acre-foot of water, being a total annual amount of \$ 99.66 . Such price per acre-foot shall continue until such time as the District may otherwise determine; provided, only, that an increase in such price shall become operative only at the beginning of the next calendar year.

EXHIBIT "A"

COMMENCING at a point located North 89°34' West 350.00 feet from Centerline Station 1207/20.5 of Highway Project F.A.P. 93-C (Highway U-224), said point also being located South 1435 feet, by record, and West 1405 feet, by record, and North 89°34' West 300.00 feet from the North Quarter Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence North 89°34' West 200.00 feet; thence North 0°26' East 396.00 feet; thence South 89°34' East 200.00 feet; thence South 0°26' West 396.00 feet to the point of beginning. Containing 1.82 acres.

TOGETHER with a 25 foot easement for ingress and egress to and from the above described parcel the centerline of which is described as follows:

COMMENCING on the West Right-of-way line of Highway U-224 at a point 50.00 feet perpendicularly distant Westerly from the centerline survey of Highway Project F.A.P. 93-C at engineers station 1207/20.5, which point is also 1435 feet South and 1405 feet West by record from the North Quarter Corner of said Section 19 and running thence North 0°26' East along said West Right-of-way line of Highway U-224 506.51 feet to the true point of beginning and running thence North 77°34'33" West 225.45 feet; thence South 9°39'30" West 495.71 feet to the East line of the Summit County Equipment Shed Property.

Grantor reserves the right to alter the easement for ingress and egress granted provided like access to the property is given to Grantee.

(b) An annual amount as determined by the District to pay the District's special costs and expenses in administering this allotment; provided, however, that until otherwise determined by the District, such amount shall be and remain \$5.00.

(c) An amount equal to the assessments imposed by the State Engineer for the distribution of the water replaced hereunder.

(d) 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.

The first annual payment under items (a), (b), (c) and (d) above shall be made by the Purchaser to the District concurrently with the execution hereof by Purchaser, and shall be in payment for water available for use of Purchaser in the calendar year in which this contract is approved by the Board of Directors of the District; provided, however, if such approval by the Board of Directors of the District is given on or subsequent to October 1 of the then year, the payment so made by Purchaser shall apply as a credit upon the amount accruing hereunder for the next succeeding calendar year, and no payment shall be required for the remainder of the calendar year in which such initial payment is made. Succeeding annual payments shall be made by the Purchaser to the District on or before January 1 of each year thereafter. 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 the District under this contract, which shall

BOOKM 205 PAGE 22 5

remain unpaid after its due date, shall bear interest at the rate of FIFTEEN PERCENT (15%) per annum from 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, or upon written notice to Purchaser, cancel this contract in its entirety, but either or both of these remedies are 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 the District or the United States, the well or spring and appurtenant facilities necessary to secure and accurately measure its water supply. The metering or other measuring device installed by the Purchaser shall be satisfactory to the State Engineer. 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 or spring.

BOOK 1205 PAGE 226

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 hereunder 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.

10. NOTICE: Any notice herein required to be given to the Purchaser shall be sufficiently given if sent by mail addressed to purchaser at: County Courthouse, P. O. Box 128, Coalville, Ut. 84017 and to the District if sent to 2837 East Highway 193, Layton, Utah, 84041.

11. OBSERVATION OF FEDERAL AND STATE POLLUTION LAWS: The Purchaser agrees that it 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.

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

Summit County
Bill Wallin *Commissioner*
Purchasers

WEBER BASIN WATER CONSERVANCY DISTRICT

Frank W. Bohman
President

ATTEST:

Ronald W. Gace
Secretary

(SEAL)

Keith H. Jensen

BOOKM 205 PAGE 227

STATE OF UTAH)
 : SS
COUNTY OF Summit)

On this 15 day of Sept., 1981, personally
appeared before me Bill Hallin and Reed D. Pace
the signers of the within instrument, who duly acknowledged to
me that they executed the same.

Paul J. Jensen
Notary Public

Residing at: Coodville, Utah

My commission expires: 8-18-95



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 of said District be and they are hereby authorized and empowered on behalf of said District to execute replacement water agreements with the following named purchasers on the terms and conditions contained in the forms of agreements presented to and considered at this meeting:

MORGAN COUNTY

1. Karin L. Albright - 1.0 a.f.
2. Craig L. Halls, Barbara D. Halls - 1.0 a.f.
3. Willard H. Pingree, Jane Pingree - 5.0 a.f.
4. H. Delmar White, Norma White - 1.0 a.f.
5. H. Delmar White, Norma White - 1.0 a.f.
6. Harmon G. Williams - 1.0 a.f.
7. Charles D. Thompson, Juanita L. Thompson - 1.0 a.f.

SUMMIT COUNTY

1. D. C. Anderson & Hillco Corp. - 60.0 a.f.
2. Burbidge Properties, Ltd. - 1.0 a.f.
3. Merrill Bickmore, Frances G. Bickmore - 4.0 a.f.
4. O. Jay Call - 1.0 a.f.
5. Austin Chiles - 5.0 a.f.
6. Richard K. Crawford, Colleen Crawford - 6.0 a.f.
7. Fredric J. Crane, Donna D. Crane - 1.0 a.f.
8. A. Ray Curtis - 1.0 a.f.
9. Diehl Partnership - 1.0 a.f.
10. Walter P. Faber, Jr., Lorraine H. Faber - 1.0 a.f.
11. Clifford L. Green, Joanne M. Green - 1.0 a.f.
12. Fred H. Hebdon, Erma Marie Hebdon - 1.0 a.f.
13. R. J. Hollberg, Jr., Lois R. Hollberg - 1.0 a.f.
14. John L. Hoyt, Barbara Hoyt - 1.0 a.f.
15. Kevin Hoty, Kathleen Hoyt - 1.0 a.f.
16. Thomas A. Jones - 1.0 a.f.
17. Stephen C. Jacobsen, Lynda M. Jacobsen - 1.0 a.f.
18. Robert B. McClellan - 1.0 a.f.
19. William R. O'Reilly, Deaun O'Reilly - 1.0 a.f.
20. William R. O'Reilly, Deaun O'Reilly, Edward R. O'Reilly, Otelia G. O'Reilly - 1.0 a.f.
21. Pine Meadow Ranch Owners Association - 100.0 a.f.
22. Mike ReMillard, Frances H. ReMillard - 5.0 a.f.
23. Roger K. Rose - 2.0 a.f.
24. George M. Rees, Vonna Rees - 1.0 a.f.
25. Ted Reeves, Janet Reeves - 1.0 a.f.
26. Summit County - 1.0 a.f.
27. Richard Siddoway, Tracy Anne H. Siddoway - 1.0 a.f.
28. C. W. Smith, Jeanne C. Smith - 1.0 a.f.
29. Richard H. Timpson, Drew S. Timpson - 1.0 a.f.
30. Dale E. Whitton - 1.0 a.f.
31. David A. Weidner, Carol Weidner - 1.0 a.f.

WEBER COUNTY

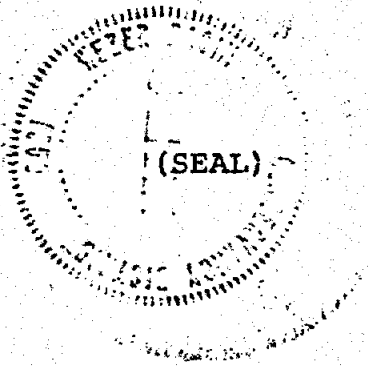
1. David C. Holmstrom, Sharon K. Holmstrom - 5.0 a.f.
2. Miriam B. Jensen - 1.0 a.f.
3. Michael C. Thompson, Debbie K. Thompson - 2.0 a.f.

CERTIFICATION

I, KEITH G. JENSEN, Secretary of the Weber Basin Water Conservancy District, hereby certify that the foregoing is a

BOOKM 205 PAGE 229

true and correct copy of a resolution adopted by the Board of Directors of said District at a regular meeting held October 30, 1981.



Keith G. Jensen
Keith G. Jensen, Secretary