

SW 12 2N-1W

RETURNED

OCT 07 2005

Call Birnam Woods #3

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

E 2112321 B 3887 P 349-350  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/07/2005 10:24 AM  
FEE \$0.00 Pas: 2  
DEP RT REC'D FOR WEBER BASIN WATER  
CONS D15T

Hamlet Homes, 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 48.6 acre-feet of Weber Basin Project municipal untreated water for the irrigation of 20.32 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 12 and 13 TOWNSHIP 2N RANGE 1W ACRES 20.32 ACRE-FEET 48.6

Birnam Woods Phase 3 Subdivision, 48.6 AF

Beginning at a point located S89°39'32"E along the section line 1614.61 feet from the SW Corner of Section 12, T2N, R1W, SLB&M and running thence N01°48'54"W 139.08 feet; thence W 530.48 feet; thence N63°53'06"E 920.08 feet; thence S89°54'18"E 565.74 feet; thence S08°57'00"W 403.37 feet; thence N89°46'45"E 18.11 feet; thence S08°48'56"W 686.71 feet; thence N87°45'28"W 33.22 feet; thence N88°34'50"W 122.00 feet; thence N89°01'25"W 535.55 feet; thence N01°48'54"W 520.73 feet to the POB. Contains 20.32 Acres and 41 Lots.

Db - 245 - 0301 thru 0348

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.

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.

(Over)

RECORDER'S MEMO -  
LEGIBILITY OF TYPING OR PRINTING  
UNSATISFACTORY IN THE DOCUMENT  
WHEN RECEIVED

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."

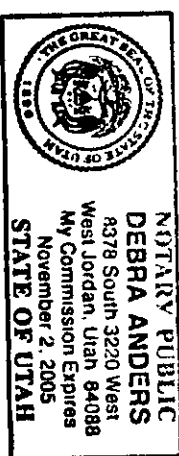
Dated this 20<sup>th</sup> day of June, 2005.

*[Signature]*  
Petitioner and owner of lands above described

STATE OF UTAH  
County of Salt Lake

On the 20<sup>th</sup> day of June, 2005, personally appeared before me Michael Rodsky, 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.

*[Signature]* Notary Public  
Residing at West Jordan (SEAL)  
My commission expires  
Nov 2, 2005



ORDER ON PETITION

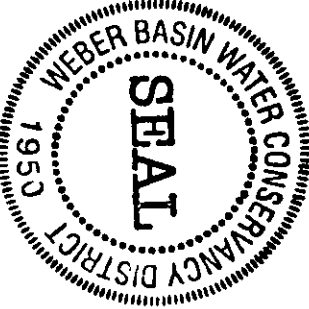
Due notice having been given and hearing had, it is ordered that the foregoing petition of Hamlet Homes, be granted and an allotment of 48.6 acre-feet of irrigation water is hereby made to the lands therein described, upon the terms, at the rate and payable in the manner as in said petition set forth.

Date this 29 day of July, 2005.

WEBER BASIN WATER CONSERVANCY DISTRICT

By *[Signature]*  
Jewel Lee Kenley - President

ATTEST:  
*[Signature]*  
Page I. F. Hill, PE - General Manager  
Secretary



—RECORDER'S MEMO—  
LEGIBILITY OF TYPING OR PRINTING  
UNSATISFACTORY IN THE DOCUMENT  
WHEN RECEIVED

(Over)