

West of  
Causey



\*W2752992\*

EH 2752992 PG 1 OF 6  
LEANN H KILTS, WEBER COUNTY RECORDER  
26-AUG-15 259 PM FEE \$1.00 DEP JKC  
REC FOR: WEBER BASIN WATER CONSERV DIST

Account # 21521

Contract D-3

PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT  
FOR THE ALLOTMENT OF WATER

Feeny Family LC (herein "Petitioner"), hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the allotment of the beneficial use of 1.0 acre-foot of untreated water annually, for irrigation and domestic purposes, on land situated in Weber County, Utah, legally described as follows:

Section 33, Township 7N, Range 3E, Acres 419.95

Tax I.D. No. (s): 23-013-0041, 23-013-0217, & 23-013-0218

**SEE ATTACHED "EXHIBIT A"**

1. In consideration of such allotment and upon condition that this petition is granted by the District, Petitioner agrees as follows:

a. To pay for the right to use the allotted water an amount annually to be fixed from time to time by the District's Board of Trustees, which amount initially shall be the sum of \$ 99.66 per 1.0 acre-foot.

b. To pay an additional amount, per acre foot, annually to be fixed by the District's Board of Trustees for operation, maintenance or other charges.

The amount so fixed shall be paid whether or not the Petitioner actually takes and uses the water allotted.

The amounts so fixed shall be a tax lien upon the above-described land and the Petitioner shall be bound by the provisions of the Water Conservancy Act of Utah and the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Petitioner from paying the taxes levied pursuant to Sections 17A-2-1426 and 17A-2-1427, Utah Code Annotated 1990, as amended.

2. The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use of purpose.

3. Petitioner's use of the water hereby allotted as replacement water shall be subject to such rules and regulations as the Utah State Engineer may from time to time prescribe. The Petitioner shall not use the allotted water in any way without first receiving an approved exchange application from the Utah State Engineer. It is the responsibility of the Petitioner to obtain such approved exchange application.

4. Delivery of the water hereby allotted by the District shall be as directed by the Utah State Engineer or his representative at the outlet works of Causey reservoir.

5. The District shall have no obligation to provide works or facilities of any type to conduct the water hereby allotted from its point of delivery to its ultimate place of use.

6. In the event there is a shortage of water caused by drought, 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 arise against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom to Petitioner and the payments to the District provided for herein shall not be abated or 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. The Petitioner shall construct, operate and maintain, without cost to the District, the well or spring and appurtenant facilities necessary to secure and accurately measure Petitioner's water supply. The metering or other measuring device installed by Petitioner shall be satisfactory to the Utah State Engineer. The District has no responsibility for the quality or quantity of water that Petitioner is able to secure through the source of Petitioner's well or spring.

8. The basis, the measure and the limit of the right of the Petitioner in the use of water shall rest perpetually in the beneficial application thereof, and the Petitioner agrees to put the water allotted Petitioner hereby to beneficial use in accordance with law.

9. The Petitioner agrees to fully comply 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.

10. Petitioner recognizes that in addition to the tax lien referred to in paragraph 1 above, the above-described land is presently encumbered by a lien created by District Contract No. 21500 in the name of Dr. Thomas Feeny, hereinafter the "contract lien." There is presently an outstanding balance owed the District of \$0, which petitioner hereby assumes and agrees to

discharge. The unpaid balance of the contract lien shall be assessed simple interest at the rate of n/a % per annum. Petitioner recognizes that the unpaid balance of the contract lien together with the accrued interest shall remain a lien upon the land until discharged. The parties agree further that in the event the indebtedness represented by the contract lien and accrued interest is not fully discharged on or before n/a, District may cancel this contract, retain both its contract lien and tax lien and inform the State Engineer of the cancellation and request that the corresponding exchange application be invalidated. The District may also elect to foreclose its contract lien against the land.

11. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto but as long as payments are required under Articles 1 (a) and (b) above neither this contract or any assignment or transfer of this contract or any part thereof or interest therein shall be valid until approved by the District's Board of Directors.

12. 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 1 day of June, 2015.

Catherine F. Feeny  
Callan F. Feeny Manager  
 Petitioners and Owners of Land  
 above-described

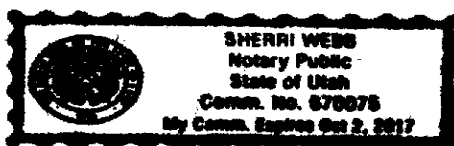
Feeny Family LC  
3081 Taylor AVE  
Ogden, UT 84403

Address

STATE OF Utah )  
 : ss.  
 COUNTY OF Weber )

On the 1st day of June, 2015, personally appeared before me Catherine F. Feeny, Catherine F. Labatte, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL)



Sherri Webb  
 NOTARY PUBLIC

ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Feeny Family LC be granted and an allotment of 1.0 acre-foot of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 25 day of June, 20 15.

WEBER BASIN WATER CONSERVANCY  
DISTRICT

By Kerry W. Gibson  
Chairman, Board of Trustees  
Kerry W. Gibson

ATTEST:

Tage I. Flint  
Secretary  
Tage I. Flint

(SEAL)



## "EXHIBIT A"

23-013-0041: 1/2

A PARCEL OF LAND SITUATED IN THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 33, AND RUNNING THENCE SOUTH 0°41'18" EAST 614.05 FEET ALONG THE EAST LINE OF SAID SECTION 33 TO A POINT IN THE CENTER OF THE COUNTY ROAD; THENCE WESTERLY ALONG THE CENTERLINE OF THE COUNTY ROAD SOUTH 77°58'19" WEST 30.62 FEET TO A POINT OF TANGENCY ON A 750 FOOT RADIUS CURVE; THENCE WESTERLY 236.23 FEET ALONG THE ARC OF SAID 750 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTH 83°58'54" WEST 376.80 FEET TO A POINT OF TANGENCY ON A 1000 FOOT RADIUS CURVE; THENCE WESTERLY 230.09 FEET ALONG THE ARC OF SAID 1000 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTH 82°50'06" WEST 60.05 FEET TO A POINT OF TANGENCY ON A 2000 FOOT RADIUS CURVE; THENCE WESTERLY 297.17 FEET ALONG THE ARC OF SAID 2000 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTH 88°39'06" WEST 1097.79 FEET TO A POINT OF TANGENCY ON A 1000 FOOT RADIUS CURVE; THENCE WESTERLY 305.18 FEET ALONG THE ARC OF SAID 1000 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTH 73°51'46" WEST 1000.08 FEET TO A POINT OF TANGENCY ON A 700 FOOT RADIUS CURVE; THENCE WESTERLY 172.12 FEET ALONG THE ARC OF SAID 700 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTH 87°27'04" WEST 257.71 FEET TO A POINT IN THE CENTER OF A COUNTY ROAD BRIDGE OVER BEAVER CREEK; THENCE DOWNSTREAM FOLLOWING CENTERLINE OF BEAVER CREEK SOUTH 3°26'50" WEST 63.32 FEET; THENCE SOUTH 32°31'43" EAST 165.89 FEET; THENCE SOUTH 9°40' EAST 156.18 FEET; THENCE SOUTH 40°56'06" WEST 193.51 FEET; THENCE SOUTH 29°37'22" EAST 68.96 FEET; THENCE SOUTH 0°05'02" EAST 115.00 FEET; THENCE SOUTH 35°04'33" EAST 109.86 FEET; THENCE SOUTH 30°35'36" WEST 68.60 FEET; THENCE SOUTH 84°30'15" WEST 95.43 FEET; THENCE SOUTH 30°38'23" WEST 450.19 FEET; THENCE SOUTH 44°54'58" WEST 77.78 FEET; THENCE SOUTH 16°07'33" WEST 325.68 FEET; THENCE SOUTH 76°00'05" WEST 228.71 FEET; THENCE SOUTH 46°51'02" WEST 48.39 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33 WHICH POINT IS ALSO THE POINT OF CONFLUENCE OF BEAVER CREEK WITH THE SOUTH FORK OF THE OGDEN RIVER; THENCE SOUTH 89°45'32" WEST 769.99 FEET ALONG THE SOUTHLINE OF SAID SECTION 33 TO THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE NORTH 1°30' EAST ALONG THE WEST LINE OF SAID SECTION 33 TO A POINT 4066 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 33, THENCE IN A NORTHEASTERLY DIRECTION TO A POINT 1216.26 FEET SOUTH AND 1101.37 FEET EAST OF THE NORTHWEST CORNER OF SECTION 33; THENCE SOUTH 89°45'30" EAST 765.38 FEET; THENCE NORTH 17°24'04" EAST 1263.14 FEET TO THE NORTH LINE OF SECTION 33; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SECTION 33; THENCE SOUTH ALONG EASTLINE TO POINT OF BEGINNING. EXCEPTING THEREFROM, THE FOLLOWING: PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 3 EAST, SALT LAKE MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 1074 FEET EAST AND 80 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION, SAID POINT BEING ON THE NORTH BANK OF SOUTHFORK RIVER AND WEST BANK OF BEAVER CREEK, AT THE JUNCTION OF SAID STREAMS; RUNNING THENCE WESTERLY ALONG THE NORTH BANK OF SOUTHFORK RIVER TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 150 FEET; THENCE EASTERLY PARALLEL TO AND 150 FEET; DISTANT NORTH OF THE NORTH BANK OF SOUTHFORK RIVER 1074 FEET, MORE OR LESS, TO THE WEST BANK OF BEAVER CREEK; THENCE SOUTHERLY ALONG THE WEST BANK OF SAID CREEK 150 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. ALSO: EXCEPTING THEREFROM THAT PORTION WITHIN STATE ROAD

**"EXHIBIT A"****23-013-0217:** /BT

THAT PORTION OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 3 EAST SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, LYING WEST OF HIGHWAY 39, COMMENCING AT A POINT 1000 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 33, THENCE RUNNING SOUTH ON SAID SECTION LINE APPROXIMATELY 3066 FEET TO THE NORTH LINE OF THE STATE HIGHWAY NO. 39; THENCE FOLLOWING SAID HIGHWAY TO A POINT BEING THE SOUTHWEST CORNER OF U-39 AS DEDICATED IN KATHY PARK SUBDIVISION (BOOK 33 PAGE 50), THENCE ALONG A 776.78 FOOT RADIUS CURVE TO THE RIGHT 153.66 FEET (LC=NORTH 24°08'11" EAST 153.41 FEET), THENCE NORTH 29°48'12" EAST 95 FEET, MORE OR LESS, TO A POINT 1000 FEET SOUTH OF THE NORTH SECTION LINE OF SAID SECTION 33, THENCE WEST TO THE POINT OF BEGINNING.

**23-013-0218:** /BT

PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33, RUNNING THENCE SOUTH 89°34'30" EAST 626.52 FEET TO THE WEST LINE OF LOT 4, KATHY PARK SUBDIVISION, THENCE ALONG SAID SUBDIVISION THE FOLLOWING 5 COURSES: SOUTH 0°14'30" WEST 299.17 FEET, SOUTH 89°43'30" EAST 689.65 FEET, SOUTH 10°57'12" WEST 318.98 FEET, THENCE ALONG AN 895.37 FOOT RADIUS CURVE TO THE RIGHT 294.57 FEET (LC=SOUTH 20°22'42" WEST 293.25 FEET), AND SOUTH 29°48'12" WEST 35.00 FEET, THENCE WEST 1100 FEET, MORE OR LESS, TO THE WEST LINE OF SECTION 33, THENCE NORTH 1000 FEET TO POINT OF BEGINNING.