

Weber Basin
P.S. 172 Box 223
Layton, UT

11-9-64

438196

BOOK 789 PAGE 344

CONTRACT BETWEEN WEBER BASIN WATER CONSERVANCY DISTRICT AND

SILVER BELL CORPORATION

FOR THE SALE AND USE OF UNTREATED WATER

THIS CONTRACT made this 15th day of MAY, 1962, between WEBER BASIN WATER CONSERVANCY DISTRICT, organized under the laws of the State of Utah, herein styled "District", and Silver Bell Corporation of Liberty herein styled the "Purchaser",

WITNESSETH:

WHEREAS, the District made a contract with the United States, dated December 12, 1952, (thereafter amended under date of June 30, 1961) 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 to drill a well to secure a water supply at or near the following location:

1500 feet West 10 feet North of SE corner of Section 32
Township 7 North Range 1 East of Salt Lake Base Meridian
U. S. Survey

which well will intercept and withdraw underground water that will require replacement, and the District has project water to sell to the Purchaser to replace the water so intercepted and withdrawn by such well.

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:

40 acre-feet commencing in 1963, an additional 30 acre-feet in 1964, an additional 30 acre-feet in 1965, an additional 20 acre-feet in 1966, an additional 20 acre-feet in 1967, an additional 20 acre-feet in 1968, an additional 15 acre-feet in 1969, and an additional 25 acre-feet in 1970, ~~and 200 acre-feet each year thereafter.~~

except the District will not be obligated to 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.

Part of 446 CE

R E S O L U T I O N

BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the WEBER BASIN WATER CONSERVANCY DISTRICT, that the President and Secretary of said District be and they are hereby authorized and empowered to execute on behalf of said District a contract between Weber Basin Water Conservancy District and the Company for the purchase by the Company from the District of a perpetual right to the use of 200 acre-feet of Weber Basin Project water annually, ^{on the up bank} for irrigation purposes on the terms and conditions contained in the form of contract presented to and considered at this meeting.

C E R T I F I C A T E

I, E. J. FJELDSTED, Secretary of the Weber Basin Water Conservancy District, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted by the Board of Directors of the Weber Basin Water Conservancy District at a regular meeting held on the 25th day of March, 19 60.



E. J. Fjeldsted
Secretary

W. Lee
438196

STATE OF UTAH
COUNTY OF #ERLE
Weber Basin Water Conservancy
Nov 9 11 49 AM '60

Filed Indexed
Serialized Abstracted
Compared Page

OF RECORDS
Gene Vaughn
Deputy