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BOOK 984 PAGE 365

FILED AND RECORDED FOR

*Webster Basin State Engineer's Office*

*Jan 14*  
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CONTRACT BETWEEN WEBER BASIN WATER CONSERVANCY DISTRICT WITH EAMES OLSEN  
AND WEBER COUNTY RECORDER  
*James H. Hunsinger*

PINEVIEW HEIGHTS, INC., a Utah Corporation

FOR THE SALE AND USE OF UNTREATED WATER

\* \* \* \* \*

THIS CONTRACT made this 27th day of July, 1971, between  
WEBER BASIN WATER CONSERVANCY DISTRICT, organized under the laws of the State  
of Utah, herein styled "District", and PINEVIEW HEIGHTS, INC., a Utah Corporation  
of Cedden, Utah, 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 Govern-  
ment-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, domestic and miscel-  
laneous purposes, and

WHEREAS, the Purchaser desires, by means of # wells and/or other  
diversionary devices, to divert and withdraw underground and other water  
(herein sometimes referred to as "replaced water") for domestic and miscellaneous  
purposes at or near the following location:

1. 2740 E. & 2740 S. of NW cor, Sec 23, T6N, R1E, SLB&M
2. 1850 ft. E and 100 ft S of NW cor Sec 23, T6N, R1E, SLB&M
3. 500 ft E 2200 ft S of NW cor Sec 23, T6N, R1E, SLB&M
4. 1600 ft E 1850 ft N SW cor Sec 23, T6N, R1E, SLB&M

which diversion will intercept and withdraw water that will require replace-  
ment, under the direction of the State Engineer of Utah, 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withdrawn.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

(L)

20-035-0009

provided, and the Purchaser hereby purchases the right to use in each calendar year untreated Project Water in amounts of:

1 acre-foot in 1971  
11 acre-feet in 1974 (an additional 10 a.f.)  
31 acre-feet in 1978 (an additional 20 a.f.)  
61 acre-feet in 1982 (an additional 30 a.f.)  
101 acre-feet in 1986 (an additional 40 a.f.)  
150 acre-feet in 1990 (an additional 49 a.f.)  
and 150 acre-feet annually 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. 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 October 31, 1971, this contract shall in all respects cease and terminate.

2. PLACE OF DELIVERY AND USE: The Project Water covered hereby is sold to the Purchaser for the replacement of water diverted, withdrawn or to be diverted or withdrawn by said Purchaser for domestic and miscellaneous use in and upon the following described lands in WEBER County, Utah:

(DESCRIPTION ATTACHED)

Its use as replacement water shall be subject to such rules and regulations as the State Engineer of Utah may prescribe.

Delivery of such Project water shall be as directed by the State Engineer

2(a)  
JOHN U. WEBBER  
Replacement Agreement

BOOK 984 PAGE 367

Part of Section 23, T6N, R1E, SLB&M., U.S. Survey: Beginning at the South east corner of said Section 23; and running thence S 89°20' W along the Section line 2719.5 feet; thence N 0°40' W 500.0 feet; thence S 89°20' W 167.84 feet; thence N 16°02' E 588.35 feet to the South line of County Road; thence along the arc of a 333 foot radius curve to the right 64.22 feet whose long chord bears S 80°07' W 64.12 feet; thence N 87°45' W 128.00 feet; thence along the arc of a 267 foot radius curve to the left 241.16 feet whose long chord bears S 66°37'30" W 230.94 feet; thence S 41°00' W 195.00 feet; thence along the arc of a 333 foot radius curve to the right 229.57 feet whose long chord bears S 60°45' W 225.05 feet; thence S 80°30' W 266.0 feet; thence along the arc of a 433 foot radius curve to the right 177.60 feet; thence N 76° W 152.0 feet; thence along the arc of a 333 foot radius curve to the right 152 feet; thence N 39° W 128 feet; thence along the arc of a 267 foot radius curve to the left 242.32 feet; thence S 89° W 80.0 feet; thence along the arc of a 283 foot radius curve to the right 405.02 feet; thence N 9° W 147 feet; thence along the arc of a 72 foot radius curve to the left 247.56 feet. All the above 14 courses being on the South line of County Road; thence S 26°00' E 452 feet along the East line of County Road to U.S.A. property; thence S 78°30' W 287 feet; thence N 47°39'59" W 64.90 feet to the West line of said Section 23; thence North 4387.8 feet to the Northwest corner of Section 23; thence East along Section line 3600.0 feet; thence South 2640 feet ± to the South line of the NE $\frac{1}{4}$ , Section 23; thence East 1680 feet; thence South 2640 feet to the P.O.B. Excepting 24.27 acres in County Road. Contains approximately 656 acres, subject to verification by field survey (copied from description prepared by Great Basin Engineering & Surveying, Inc., 3505 Grant Avenue, Ogden, Utah, dated August 20, 1969.)

or his representative at Pineview Reservoir. The District shall have no obligation to provide works or facilities of any type to conduct such Project Water from such point of delivery to its ultimate place of use. The Purchaser shall have no right to hold over or accumulate Project Water from year to year, nor to sell or rent the Project Water.

3. OBLIGATION OF PURCHASER TO PAY FOR PROJECT WATER: For the purchase of the annual quantity of Project Water, which the District holds and will hold for the Purchaser as herein provided, the Purchaser shall pay to the District the initial sum of \$225.00 upon the execution hereof, and thereafter the Purchaser shall pay the District an annual amount to consist of the total of the following items:

- (a) \$ 15.00 per acre-foot of water purchased as described in Paragraph 1 hereof, to apply on the District's obligation under the repayment contract No. 14-06-400-33 between the United States and the District, and as it has been or may be amended and supplemented.
- (b) An amount not to exceed \$5.00 annually as determined by the District to pay the District's special costs and expenses in administering this allotment.
- (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.
- (e) Two (2¢) cents per acre-foot for each acre-foot of water sold as provided in Paragraph 1 hereof and which is not as of January 1 of each year then subject to delivery during such year in accordance with the delivery schedule set out in said Paragraph 1.

The first annual payment under items (a), (b), (c), (d) and (e) above shall be made by the Purchaser to the District upon demand by the District and

before the first water is delivered and shall be in payment for water available for the use of Purchaser as herein provided for calendar year 1971, and succeeding annual payments shall be made by the Purchaser to the District on or before January 1 of each year thereafter commencing January 1, 1972, provided, however, that upon payment in full of that part of the construction obligation of the District apportioned to the development unit applicable to this contract, no further payments under item (a) shall be required. 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 District under this contract, which shall remain unpaid after its due date, shall bear interest at the rate of six percent (6%) per annum from the 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, but this remedy is 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 the 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 District or the United States, the wells and facilities necessary to secure and accurately

measure its water supply. The metering or other measuring devices installed by 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 wells and other facilities.

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 it hereunder to beneficial use in accordance with law.

9. 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.

10. ASSIGNMENTS LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED: 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 Article 3(a) above neither this contract nor any assignment or transfer of this contract nor any part thereof or interest therein shall be valid until approved by the Secretary of the Interior.

11. ACCELERATION OF DELIVERY SCHEDULE: In the event the District at any time prior to January 1, 1990, receives a bona fide offer to purchase water which in its judgment it cannot supply except by invading that portion of the water covered hereby which is allocated to deliveries to commence in the future years, the District may notify the Purchaser hereunder in writing that it proposes to terminate and cancel this contract as to a portion or all of the water so allocated to deliveries scheduled to commence in then future years, and thereupon the Purchaser shall,

- (a) Within a period of one month after receipt of such notice . . . . .  
elect in writing delivered to the District to accelerate the  
delivery and payment schedules set out in paragraphs 1 and 3  
hereof to encompass for immediate delivery and full payment the  
portion of the water referred to in the District's notice to

Purchaser, or

- (b) Be deemed to have acquiesced in and consented to the termination and cancellation as set out in the District's notice to the Purchaser.

Additionally, the Purchaser may of its own volition accelerate deliveries on a permanent basis by giving the District written notice of its intention so to do not later than three months prior to January 1 of the year in which the accelerated deliveries are to commence; provided, however, that not more than 150.0 acre-feet may be so accelerated in any one calendar year except with the District's written consent thereto.

12. NOTICE: Any notice herein required to be given to the Purchaser shall be sufficiently given if sent by registered mail addressed to the Purchaser at 2604 Madison Ave., Ogden, Utah and to the District if sent to 2837 E. Highway 193, Layton, Utah 84041.

13. This agreement shall not be effective until approved by the Secretary of the Interior, or his duly authorized representative. This agreement may be amended by the parties hereto and such amendments shall be effective upon approval of the Secretary of the Interior or his duly authorized representative.

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

WITNESS:

ATTEST:

APPROVED:

PINEVIEW HEIGHTS, INC., a Utah Corporation

BY: [Signature], PRES.  
Purchaser

WEBER BASIN WATER CONSERVANCY DISTRICT

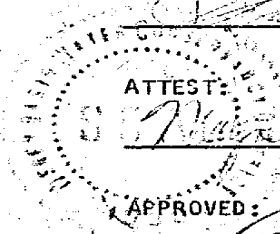
[Signature]  
President

[Signature]  
Landowner

[Signature]  
Secretary

[Signature]  
Authorized Representative of the Secretary of Interior

*DC Parker*



MEETING OF THE STOCKHOLDERS OF PINEVIEW HEIGHTS, INC.

Ogden, Utah  
September 14, 1970

This meeting was held pursuant to the Articles of Incorporation and by consent of the stockholders and officers of said Corporation, at the office of Webber Real Estate Company, 2604 Madison Avenue, Ogden, Utah.

Stockholders representing 100% of the outstanding stock were present.

Minutes of October 25, 1970, were read and approved.

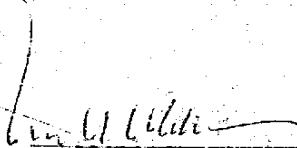
The following resolution was adopted:

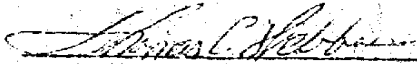
Resolution

Whereas the Board of Directors of the Pineview Heights, Inc. have reviewed the contract between Weber Basin Water Conservancy District and Pineview Heights, Inc., a Utah Corporation for the sale and use of untreated water, and whereas it is necessary for the Corporation to execute the contract:

Now therefore be it resolved that the Board of Directors do herein authorize and direct John U. Webber, President of said Pineview Heights Corporation to execute and negotiate said contract with the Weber Basin Water Conservancy District.

No further business being presented the meeting was adjourned.

  
\_\_\_\_\_  
John U. Webber, President

  
\_\_\_\_\_  
Thomas C. Webber, Secretary



RESOLUTION

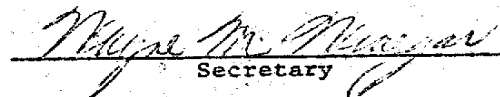
BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the Weber Basin Water Conservancy District, that the President and the Secretary of said District be and they are hereby authorized and empowered to execute on behalf of said District replacement water agreements with the following purchasers, for use of Project water in amounts designated, on the terms and conditions contained in the form of agreements presented to and considered at this meeting.

1. Pineview Heights, Inc. - 150 acre-feet total - untreated water.
2. J. Allen Haslam, Elaine W. Haslam - 1.0 acre-foot - untreated water
3. Richard L. Anderson, Melody H. Anderson - 1.0 acre-foot - Untreated water.

CERTIFICATE

I, WAYNE M. WINEGAR, Secretary of the Weber Basin Water Conservancy District, hereby certify that the foregoing is a true and correct copy of a resolution approved and adopted by the Board of Directors of Weber Basin Water Conservancy District at a regular meeting held October 29, 1971.

(SEAL)

  
Secretary