

Oakley

Account No. 26724

Contract D-1

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

\*\*\* Leona Gonzalez \*\*\*, (herein "Petitioner"), hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the allotment of the beneficial use of 2.0 acre-feet of untreated water annually, for irrigation and domestic purposes, on land situated in Summit County, Utah, legally described as follows:

Section 17 Township 1S, Range 6E, Acres \_\_\_\_\_

Tax Serial No (s): CD-208

**00601779** B&O1405 P&O0579-00583  
ALAN SPRIGGS, SUMMIT CO RECORDER  
2001 OCT 29 10:40 AM FEE \$1.00 BY DMG  
REQUEST: WEBER BASIN WATER CD

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 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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.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 Pineview 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. The Purchaser shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

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. 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 Trustees.



ORDER ON PETITION

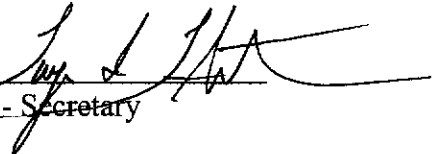
DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of \*\*\* Leona Gonzales \*\*\*, be granted and an allotment of 2.0 acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 24 Day of August, 2001.

WEBER BASIN WATER  
CONSERVANCY DISTRICT

BY   
Chairman, Board of Trustees  
Norman J. Montgomery

ATTEST:

  
Tage I. Flint - Secretary



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Exhibit A

PARCEL 1:

LOTS 1 & 2, FIVE BAR DASH SUBDIVISION, according to the official plat thereof as recorded in the Summit County Recorder's Office.

Excepting therefrom any portion of the above lying within the bounds of the following 2 Parcels.

Commencing at the Northwest corner of Lot 1 of the Five Bar Dash Subdivision, (a part of Section 17, T 1 S. R 6 E., SLB&M) according to the official plat thereof on file in the office of the Summit County Recorder and running thence North 88°58'2" E. a distance of 1334.51 ft. more or less to an existing line of fence located at or near the Northeast corner of a tract of land owned by Stephen E. and Brenda L. Paull (Summit County Parcel No. OTNB-208-B); thence Southwesterly along said line of fence to the West line of Lot 1 of said Five Bar Dash Subdivision; thence North 0°18'54" West 26.8 ft. more or less along the West line of said Lot 1 to the point of beginning.

Beginning at a point located 2669.68 feet S. 89°46'56" W. along the Section line from the Southeast corner of Section 17 Township 1 South, Range 6 East, Salt Lake Base and Meridian thence 193.32 feet N. 0°18'54" to point of beginning thence 250 feet N. 0°18'54" thence East 20 feet thence South 250 feet thence West 20 feet to point of Beginning.

PARCEL 2:

Together with the following described Right of Way:

Commencing at the Southeast corner of said Lot 3 and running thence South 89°46'56" West 238.30 feet; thence South 30 feet; thence North 89°46'56" East 891.14 feet; thence South 0°10'13" East along a fence line 1246.11 feet more or less to a point on the North line of North Bench Road; thence North 88°23'23" East 30 feet; thence North 0°10'13" West 1270.18 feet more or less to the South line of the Stephen E. Paull and Brenda L. Paull Property, as described in that certain Warranty Deed recorded August 30, 1988, Entry No. 296307, in Book 491, at Page 416; thence South 89°46'56" West 652.7 feet; thence North 5.08 feet more or less to the point of commencement.

The following is shown for informational purposes only: Tax Parcel No. FBD-1 & FBD-2.

TOGETHER WITH WEBER BASIN WATER CONSERVANCY DISTRICT ACCOUNT NO. 77031 AND ACCOUNT NO. 77033 AND 14 SHARES NEW FIELD & NORTH BENCH IRRIGATION CO.

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