

PETITION TO BOUNTIFUL WATER SUBCONSERVANCY DISTRICT FOR THE ALLOTMENT OF WATER FOR USE BY INDIVIDUALS ~~SM~~ FEE ~~No Fee~~ CLASS D

SE-17-27-1E

BOUNTIFUL CITY CORPORATION

herein styled Petitioner, elects to purchase and hereby applies to the Bountiful Water Subconservancy District herein styled the Subconservancy District, for the allotment of the beneficial use of acre-feet of Weber Basin Project water annually for the irrigation of land situated in Davis County, Utah, described as follows:

DESCRIPTION: SECTION 17 : TOWNSHIP : RANGE : ACRES 11.04 : ACRE-FEET 32.0

The W 1/2 of SW 1/4 of SE 1/4 sec 17 2N, 1E except the foll: comm at apt 1 rd E of th SW cor of SE 1/4 sec 17; th E 622.3 ft th N 700 FT th W 622.3 ft th S 700 ft to pob. Cont. 11.0457 acres

02-071-0002

(Bountiful City Park)

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 Subconservancy District which shall include the following items:

- (a) An amount not to exceed \$6.00 annually per acre-foot for all water allotted.
- (b) An amount not to exceed \$15.50 annually for each delivery point provided for the 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 \$15.50 annually shall be made for each parcel in new ownership.

(c) A fair proportionate amount of operation, maintenance and replacement charges estimated by the Subdistrict for its use, and a fair proportionate amount of the development period charges assessed against the Subdistrict by the Weber Basin Water Conservancy District pursuant to the Class C petition and Order between the Weber Basin Water Conservancy District and the Subdistrict, which

petition is dated Feb. 24, 1959, and which Order is dated March 20, 1959, and following expiration of the development period as provided in said petition and order, a fair proportionate amount of the estimated operation, maintenance and replacement charges assessed against the Subdistrict by the Weber Basin Water Conservancy District pursuant to said Class C petition and order.

Money collected pursuant to subparagraphs (a), (b), and (c) above shall be used first to apply on the Subconservancy District's obligation under said Class C petition and Order between the Weber Basin Water Conservancy District and the Subconservancy District; and second, to meet other obligations of the Subconservancy District.

2. To pay a connection charge of upon the granting of this petition or at such later date as the Subconservancy District may determine. If the is not paid by the time the water line is constructed adjacent to petitioner's property, then the connection fee will be such as is determined by the Subconservancy District.

3. The aggregate of the amounts so fixed in paragraphs 1 and 2 hereof 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 20, Utah Code Annotated, 1953, as amended.

4. The charges specified in paragraph 1 shall remain effective against the land herein described, provided that upon application to the Subconservancy District its board of directors 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 rules and regulation of the Subconservancy District.

5. Project water so allotted shall be delivered at a point or points designated by the Subconservancy District after consultation with Petitioner or his representative. It shall not be the responsibility of the Subconservancy 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 and evaporation losses from project storage reservoirs to the point or points of delivery.

6. The waste, seepage or return flow from water delivered pursuant to this petition shall belong to the United States for the use and benefit of the project. The Subconservancy District may substitute in lieu of stored water any other water available to the project to the extent that it can be delivered at points where it can be used, provided such water is of quality suitable for project irrigation use.

7. In the event there is a shortage of project water caused by drouth, inaccuracy in distribution not resulting from negligence, hostile diversion, prior or superior claims, or other causes not within the control of the Subconservancy District, no liability shall accrue against the Subconservancy District, or the Weber Basin Water Conservancy 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 Subconservancy District provided for herein shall not be reduced because of any such shortage or damage. 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 Subconservancy District, bears to the total number of acre-feet allocated for irrigation use within the Subconservancy District.

8. The provisions of the Water Conservancy Act of Utah, and the rules and regulations of the board of directors of said Subconservancy District shall be binding upon the Petitioner, and this petition shall be subject to the Class C petition and contract between the Weber Basin Water Conservancy District and the Subconservancy District, the repayment contract between the Weber Basin Water Conservancy District and the United States dated December 12, 1952, No. 1406-400-33, and any contract that may be entered into by the Subconservancy District for the repayment of costs incurred by it for the construction of a distribution system.

Dated this 12th day of June, 1985

City of Bountiful
Dean S. Stable
Mayor

Petitioner and Owner of Lands above described.

ORDER ON PETITION

Due notice having been given and hearing had, it is ordered that the foregoing petition be granted and an allotment of 32.0 acre-feet of irrigation 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 4th day of June, 1986

ATTEST: *Prof. A. Nelson* Secretary
(SEAL)

BOUNTIFUL WATER SUBCONSERVANCY DISTRICT
By *Henry R. Burr*
Chairman, Board of Directors

APPROVED Authorized Representative of the Secretary of Interior.

I hereby certify that the above is a true copy of Petition and Order entered thereon by the Board of Directors of Bountiful Water Subconservancy District on the day of 1986

(SEAL)

Prof. A. Nelson Secretary