

CONTRACT BETWEEN WEBER BASIN WATER CONSERVANCY DISTRICT
AND

CATHERINE FARR FEENY, THOMAS M. FEENY
(Purchasers)

FOR THE SALE AND USE OF UNTREATED WATER

THIS CONTRACT, made this 15th day of April, 1982, between the WEBER BASIN WATER CONSERVANCY DISTRICT, organized under the laws of the State of Utah, herein styled "District", and Catherine Farr Feeny, Thomas M. Feeny, of 3081 Taylor Ave., Ogden, Utah 84401 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 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, by means of a well, ~~spring~~ to divert or withdraw underground water for domestic and miscellaneous purposes at or near the following locations:

N. 1800 ft & E. 800 ft fr the SW cor Sec 33, T7N, R3E
SLB&M.

(above described diversions are not located within municipal boundaries)

which diversion will intercept and withdraw water that will require replacement, and the District has Project water to sell to the Purchaser to replace the water so intercepted and withdrawn.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 provided, and the Purchaser hereby purchases the right to use in each calendar year untreated Project water in amounts of ONE acre-feet 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

CONTRACT BETWEEN WEBER BASIN WATER CONSERVANCY DISTRICT
AND

CATHERINE FARR FEENY, THOMAS M. FEENY
(Purchasers)

FOR THE SALE AND USE OF UNTREATED WATER

THIS CONTRACT, made this 15th day of April, 1982, between the WEBER BASIN WATER CONSERVANCY DISTRICT, organized under the laws of the State of Utah, herein styled "District", and Catherine Farr Feeny, Thomas M. Feeny, of 3081 Taylor Ave., Ogden, Utah 84401 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 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, by means of a well, ~~spring~~ to divert or withdraw underground water for domestic and miscellaneous purposes at or near the following locations:

N. 1800 ft & E. 800 ft fr the SW cor Sec 33, T7N, R3E
SLB&M.

(above described diversions are not located within municipal boundaries)

which diversion will intercept and withdraw water that will require replacement, 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 provided, and the Purchaser hereby purchases the right to use in each calendar year untreated Project water in amounts of ONE acre-feet 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.

2. PLACE OF DELIVERY AND USE: The water covered hereby is sold to the purchaser solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by said well/spring for domestic and miscellaneous use in and upon the following described lands in Weber County, Utah:

SEE ATTACHED EXHIBIT "A"

and for no other use or purpose. Its use as replacement water shall be subject to such rules and regulations as the State Engineer of Utah may prescribe.

Delivery of such water shall be as directed by the State Engineer or his representative at the outlet works of Pineview reservoir. The District shall have no obligation to provide works or facilities of any type to conduct such water from such point of delivery to its ultimate place of use. The Purchaser shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

3. OBLIGATION OF PURCHASER TO PAY FOR WATER: For the purchase of the annual quantity of water which the District holds and will hold for Purchaser as herein provided, the Purchaser shall pay to the District an annual amount to consist of the total of the following items:

(a) \$99.66 per acre-foot of water. Such price per acre-foot shall continue until such time as the District may otherwise determine; provided, only, that an increase in such price shall become operative only at the beginning of the next calendar year.

(b) An annual amount as determined by the District to pay the District's special costs and expenses in

replacement water has been approved by the State Engineer of Utah.

2. PLACE OF DELIVERY AND USE: The water covered hereby is sold to the purchaser solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by said well/spring for domestic and miscellaneous use in and upon the following described lands in Weber County, Utah:

SEE ATTACHED EXHIBIT "A"

and for no other use or purpose. Its use as replacement water shall be subject to such rules and regulations as the State Engineer of Utah may prescribe.

Delivery of such water shall be as directed by the State Engineer or his representative at the outlet works of Pineview reservoir. The District shall have no obligation to provide works or facilities of any type to conduct such water from such point of delivery to its ultimate place of use. The Purchaser shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

3. OBLIGATION OF PURCHASER TO PAY FOR WATER: For the purchase of the annual quantity of water which the District holds and will hold for Purchaser as herein provided, the Purchaser shall pay to the District an annual amount to consist of the total of the following items:

(a) \$99.66 per acre-foot of water. Such price per acre-foot shall continue until such time as the District may otherwise determine; provided, only, that an increase in such price shall become operative only at the beginning of the next calendar year.

(b) An annual amount as determined by the District to pay the District's special costs and expenses in

Catherine F. & Thomas M. Feeny
April 15, 1982

EXHIBIT "A"

23-013-0041: A parcel of land situated in the S 1/2 of section 33, T7N, R3E, SLB&M being more particularly described as follows:

Beg at the E 1/4 Cor of sd Sec 33 & Run. th S0°41'18"E 614.05 ft alg the E ln of sd Sec 33 to a pt in the center of the County Road; th W'ly alg the c/l of the Co. Rd. S 77°58'19"W 30.62 feet to a point of tangency on a 750 ft radius curve; th. W'ly 236.23 ft alg the arc of sd 750 ft radius curve to the right; thence N 83°58'54"W, 376.80 ft to a pt of tangency on a 1000 ft. radius curve; th. W'ly 230.09 ft alg the arc of said 1000 ft. radius curve to the left; th S 82°50'06" W, 60.05 ft to a point of tangency on a 2000 foot radius curve; thence W'ly 297.17 ft. alg the arc of said 2000 ft radius curve to the right; th. N 88°39'06" W, 1097.79 ft to a point of tangency on a 1000 foot radius curve; th. W'ly 305.18 ft alg the arc of said 1000 ft. radius curve to the left; th S 73°51'46" W 1000.08 ft to a pt of tangency on a 700 ft radius curve; th W'ly 172.12 ft alg the arc of said 700 ft radius curve to the right; th S 87°27'04"W, 257.71 ft to a pt in the center of a County Road bridge over Beaver Creek; thence downstream following the c/l of Beaver Creek S 3°26'50" W, 63.32 ft; th S 32°31'43" E, 165.89 ft; th S 9°40' E, 156.18 ft; th. S 40°56'06"W 193.51 ft; th S 29°37'22" E, 68.96 ft; th S 0°05'02" E 115.00 ft; th S 35°04'33"E, 109.86 ft; th S 30°35'36"W, 68.60 ft; th S 84°30'15"W 95.43 ft; th S 30°38'23" W 450.19 ft; th S 44°54'58"W, 77.78 ft; th S 16°07'33" W 325.68 ft; th S 7°00'05"W 228.71 ft; th S 46°51'02" W, 48.39 ft to a pt on the S ln of sd Sec 33, which point is also the point of confluence of Beaver Creek with the South Fork of the Ogden River; thence S 89°45'32" W, 769.99 ft alg the S ln of sd Sec 33 to the SW cor of sd Sec 33; th N 1°30'E 2630.20 ft alg the W ln of sd Sec 33 to the W 1/4 Cor of sd Sec 33; & th. S 89°57'42"E 5204.61 ft to the p.o.b. Containing 133.37 acres;

And, an additional parcel of land contiguous to the above herein described parcel of land being more particularly described as follows:

All of the N 1/2 of Section 33, T7N, R3E, SLB&M, containing 320 acres m or l.

23-013-0041, 0216, 0217, 0218

Catherine F. & Thomas M. Feeny
April 15, 1982

EXHIBIT "A"

23-013-0041: A parcel of land situated in the S 1/2 of section 33, T7N, R3E, SLB&M being more particularly described as follows:

Beg at the E 1/4 Cor of sd Sec 33 & Run. th S0°41'18"E 614.05 ft alg the E ln of sd Sec 33 to a pt in the center of the County Road; th W'ly alg the c/l of the Co. Rd. S 77°58'19"W 30.62 feet to a point of tangency on a 750 ft radius curve; th. W'ly 236.23 ft alg the arc of sd 750 ft radius curve to the right; thence N 83°58'54"W, 376.80 ft to a pt of tangency on a 1000 ft. radius curve; th. W'ly 230.09 ft alg the arc of said 1000 ft. radius curve to the left; th S 82°50'06" W, 60.05 ft to a point of tangency on a 2000 foot radius curve; thence W'ly 297.17 ft. alg the arc of said 2000 ft radius curve to the right; th. N 88°39'06" W, 1097.79 ft to a point of tangency on a 1000 foot radius curve; th. W'ly 305.18 ft alg the arc of said 1000 ft. radius curve to the left; th S 73°51'46" W 1000.08 ft to a pt of tangency on a 700 ft radius curve; th W'ly 172.12 ft alg the arc of said 700 ft radius curve to the right; th S 87°27'04"W, 257.71 ft to a pt in the center of a County Road bridge over Beaver Creek; thence downstream following the c/l of Beaver Creek S 3°26'50" W, 63.32 ft; th S 32°31'43" E, 165.89 ft; th S 9°40' E, 156.18 ft; th. S 40°56'06"W 193.51 ft; th S 29°37'22" E, 68.96 ft; th S 0°05'02" E 115.00 ft; th S 35°04'33"E, 109.86 ft; th S 30°35'36"W, 68.60 ft; th S 84°30'15"W 95.43 ft; th S 30°38'23" W 450.19 ft; th S 44°54'58"W, 77.78 ft; th S 16°07'33" W 325.68 ft; th S 7°00'05"W 228.71 ft; th S 46°51'02" W, 48.39 ft to a pt on the S ln of sd Sec 33, which point is also the point of confluence of Beaver Creek with the South Fork of the Ogden River; thence S 89°45'32" W, 769.99 ft alg the S ln of sd Sec 33 to the SW cor of sd Sec 33; th N 1°30'E 2630.20 ft alg the W ln of sd Sec 33 to the W 1/4 Cor of sd Sec 33; & th. S 89°57'42"E 5204.61 ft to the p.o.b. Containing 133.37 acres;

And, an additional parcel of land contiguous to the above herein described parcel of land being more particularly described as follows:

All of the N 1/2 of Section 33, T7N, R3E, SLB&M, containing 320 acres m or l.

23-013-0041, 0216, 0217, 0218

administering this allotment; provided, however, that until otherwise determined by the District, such amount shall be and remain \$5.00.

(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.

The first annual payment under items (a), (b), (c) and (d) above shall be made by the Purchaser to the District concurrently with the execution hereof by Purchaser, and shall be in payment for water available for use of Purchaser in the calendar year in which this contract is approved by the Board of Directors of the District; provided, however, if such approval by the Board of Directors of the District is given on or subsequent to October 1 of the then year, the payment so made by Purchaser shall apply as a credit upon the amount accruing hereunder for the next succeeding calendar year, and no payment shall be required for the remainder of the calendar year in which such initial payment is made. Succeeding annual payments shall be made by the Purchaser to the District on or before January 1 of each year thereafter. 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 the District under this contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at the existing prime interest rate as of January 1 each year.

5. REMEDIES OF DISTRICT IN CASE OF DEFAULT: The annual

administering this allotment; provided, however, that until otherwise determined by the District, such amount shall be and remain \$5.00.

(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.

The first annual payment under items (a), (b), (c) and (d) above shall be made by the Purchaser to the District concurrently with the execution hereof by Purchaser, and shall be in payment for water available for use of Purchaser in the calendar year in which this contract is approved by the Board of Directors of the District; provided, however, if such approval by the Board of Directors of the District is given on or subsequent to October 1 of the then year, the payment so made by Purchaser shall apply as a credit upon the amount accruing hereunder for the next succeeding calendar year, and no payment shall be required for the remainder of the calendar year in which such initial payment is made. Succeeding annual payments shall be made by the Purchaser to the District on or before January 1 of each year thereafter. 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 the District under this contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at the existing prime interest rate as of January 1 each year.

5. REMEDIES OF DISTRICT IN CASE OF DEFAULT: The annual

STATE OF UTAH)
COUNTY OF _____) : SS

On this _____ day of _____, 19____,
personally appeared before me _____
_____, the signers of the within
instrument, who duly acknowledged to me that they executed
the same.

Florence Charnpney
Notary Public

Residing at: Ogden Utah

My commission expires: MY COMMISSION EXPIRES MAY 30, 1983



STATE OF UTAH)
COUNTY OF _____) : SS

On this _____ day of _____, 19____,
personally appeared before me _____
_____, the signers of the within
instrument, who duly acknowledged to me that they executed
the same.

Florence Charnpney
Notary Public

Residing at: Ogden Utah

My commission expires: MY COMMISSION EXPIRES MAY 30, 1983



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 named purchasers, on the terms and conditions contained in the forms of agreements presented to and considered at this meeting:

- | | |
|---|----------|
| 1. Burke D. Dickson - Morgan County | 1.0 a.f. |
| 2. James C. Grace, Maeda Grace - Summit County | 1.0 a.f. |
| 3. Paul R. Green - Summit County | 2.0 a.f. |
| 4. Robb S. Alexander - Weber County | 1.0 a.f. |
| 5. George R. Bowen, Diane P. Bowen - Weber County | 1.0 a.f. |
| 6. Catherine Farr Feeny, Thomas M. Feeny - Weber County | 1.0 a.f. |
| 7. Mark A. Ferrin - Weber County | 4.0 a.f. |
| 8. Dennis Frearson, Sharon Frearson - Weber County | 1.0 a.f. |

CERTIFICATION

I, KEITH G. JENSEN, Secretary of the Weber Basin Water Conservancy District, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said District at a regular meeting held May 28, 1982.

Keith G. Jensen
Keith G. Jensen, Secretary



PLATTED
ENTERED

☐ VERIFIED
☒ MICROFILMED ☐

860319

JON FRESTON
WEBER COUNTY RECORDER
DEPUTY *Marianne L. Miller*

JUL 7 2 15 PM '82

FILED AND RECORDED FOR

Weber Basin Water Conservancy Dist

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 named purchasers, on the terms and conditions contained in the forms of agreements presented to and considered at this meeting:

- | | |
|---|----------|
| 1. Burke D. Dickson - Morgan County | 1.0 a.f. |
| 2. James C. Grace, Maeda Grace - Summit County | 1.0 a.f. |
| 3. Paul R. Green - Summit County | 2.0 a.f. |
| 4. Robb S. Alexander - Weber County | 1.0 a.f. |
| 5. George R. Bowen, Diane P. Bowen - Weber County | 1.0 a.f. |
| 6. Catherine Farr Feeny, Thomas M. Feeny - Weber County | 1.0 a.f. |
| 7. Mark A. Ferrin - Weber County | 4.0 a.f. |
| 8. Dennis Frearson, Sharon Frearson - Weber County | 1.0 a.f. |

CERTIFICATION

I, KEITH G. JENSEN, Secretary of the Weber Basin Water Conservancy District, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said District at a regular meeting held May 28, 1982.

Keith G. Jensen
Keith G. Jensen, Secretary



PLATTED
ENTERED

☐ VERIFIED
☒ MICROFILMED ☐

860319

JON FRESTON
WEBER COUNTY RECORDER
DEPUTY *Marianne L. Miller*

JUL 7 2 15 PM '82

FILED AND RECORDED FOR

Weber Basin Water Conservancy District