

**ENTRY NO. 00998327**

07/03/2014 10:41:12 AM B: 2247 P: 0158

Petition PAGE 1/5

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 0.00 BY WEBER BASIN WATER CONSERVANCY DISTRICT



Account No 70387

Contract D-1

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

Swift Creek Ranch, LLC herein "Petitioner"),  
hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the allotment  
of the beneficial use of 3.0 acre-feet of untreated water annually, for irrigation and domestic  
purposes, on land situated in Summit County, Utah, legally described as follows:

Section 12, Township 1S, Range 6E, Acres 4.98

Tax I.D. No. (s): CD-193

Legal Description - See Exhibit "A"

1. In consideration of such allotment and upon condition that this petition is granted  
by the District, Petitioner agrees as follows:

(a) \$254.85 per acre-foot of water purchased, a portion there of to apply to the extent  
required on the District's obligation under bonds or other Government-District Contract and the  
remainder to apply to the District's general operation and maintenance expenses, and other special  
expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities  
of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such  
fair amounts shall be determined each year by the Board of Trustees of the District and any such  
determination shall be final and conclusive and binding on all parties.

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.

*LM*

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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.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 Wanship 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.

11. The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this contract shall belong to the United States or the Weber Basin Water Conservancy District for the use and benefit of the Weber Basin Project.

DATED this 24 day of April, 2014.

Swift Creek Ranch, LLC

By: *Kenneth M. Woolley*  
Its: Manager

Petitioners and Owners of Land  
above-described

c/o Bradley R Helsten, Esq.

2022 S 2100 East, #202

Salt Lake City, Utah 84108

Address

STATE OF Utah )

: ss.

COUNTY OF Salt Lake )

On the 24<sup>th</sup> day of April, 2014, personally appeared before me  
Kenneth M. Woolley, Manager of Swiftcreek Ranch, LLC, the signer(s) of the above  
instrument, who duly acknowledged to me that he executed the same.

*Joan Kamper*  
NOTARY PUBLIC

(SEAL)



ORDER ON PETITION

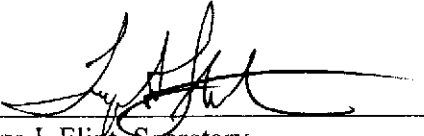
DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of \_\_\_\_\_ be granted and an allotment of \_\_\_\_\_ acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WEBER BASIN WATER CONSERVANCY  
DISTRICT

BY Kym O. Buttschardt  
Kym O. Buttschardt, Chair

ATTEST:

  
Tage I. Flint, Secretary

(SEAL)

Exhibit "A"

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A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN HAVING A BASIS OF BEARING TAKEN AS N 00° 22' 00" W BETWEEN THE SOUTHWEST CORNER AND THE WEST 1/4 CORNER OF ABOVE SAID SECTION 12 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N 00° 22' 00" W ALONG THE SECTION LINE 428.49 FEET FROM THE SOUTHWEST CORNER OF ABOVE SAID SECTION 12 AND RUNNING THENCE N 00° 22' 00" W 60.19 FEET ALONG THE SECTION LINE; THENCE N 33° 07' 52" E 35.26 FEET; THENCE N 11° 11' 30" W 44.39 FEET; THENCE N 56° 36' 12" W 13.38 FEET TO THE SECTION LINE; THENCE N 00° 22' 00" W 203.88 FEET ALONG THE SECTION LINE TO THE NORTHWESTERLY BANK OF THE WEBER RIVER; THENCE N 65° 28' 26" E 91.93 FEET ALONG SAID BANK; THENCE N 54° 54' 50" E 145.44 FEET ALONG SAID BANK; THENCE N 46° 22' 41" E 115.08 FEET ALONG SAID BANK; THENCE S 34° 30' 00" E 147.33 FEET; THENCE S 59° 38' 35" E 79.13; THENCE S 17° 44' 28" E 87.02 FEET; THENCE S 43° 57' 52" E 95.85 FEET; THENCE S 00° 22' 00" E 232.40 FEET; THENCE N 89° 59' 51" W 530.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.98 ACRES