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~~PARAGRAPHS~~

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

Beginning at a point 1671.2 feet South and 1557.1 feet West of the Northeast corner of Section 10, Township 1 South, Range 3 East, Salt Lake Meridian, which is a steel pipe set in concrete cap marked "Highway Right-of-Way", and running thence South $48^{\circ} 31'$ West 362.8 feet; thence South $70^{\circ} 0'$ East 396.4 feet; thence South $10^{\circ} 0'$ West 304.6 feet; thence South $0^{\circ} 2'$ East 293.0 feet to the South line of the Northeast Quarter of said Section 10; thence East 1502.15 feet, more or less, to the East Quarter corner of said Section 10; thence North along the East section line 624.85 feet; thence West 549.08 feet; thence North 919.83 feet, more or less, to Station 111+ 40.4 of Highway 40, Southerly Right-of-Way line; thence along the Southerly Highway Right-of-Way line South $61^{\circ} 37'$ West 1,137.86 feet, more or less, to the point of beginning, containing 37.30 acres, more or less.

and for no other use or purpose. Its use as replacement water shall be pursuant to written application by the Purchaser to the State Engineer of Utah and approved by him, and subject to such rules and regulations as he may prescribe.

Delivery of such water shall be as directed by the State Engineer or his representative at Wanship 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 the Purchaser as herein provided, the Purchaser shall pay to the District an annual amount to consist of the total of the following items:

- (a) \$ 15.00 per acre-foot, being a total of \$ 15.00 for the one acre-feet to apply on the District's obligations under the repayment contract No. 14-06-400-33 dated

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December 12, 1952, between the United States and the District,
and as it may be amended and supplemented.

- (b) 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 of item (a) of this Article shall be made by the Purchaser to the District on or before January 1, 1964, and shall be in payment for water available for the use as herein provided during the year 1963 and succeeding annual payments shall be made by the Purchaser to the District on or before January 1 of each year thereafter. Annual payments under (b) of this Article shall be made by the Purchaser to the District in advance and shall be due on or before January 1 of each year that this contract is in force. 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.

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6. RELIEF IN EVENT OF DROUTH AND WATER SHORTAGE: In the event there is a shortage of water caused by drouth, 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 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.

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 well and appurtenant facilities necessary to secure its water supply. The District has no responsibility for the quantity or quality of water that the Purchaser is able to secure through the operation of its well.

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 him hereunder to beneficial use in accordance with law.

9. ASSIGNMENT LIMITED -- SUCCESSORS AND ASSIGNS OBLIGATED: The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any part thereof or interest therein shall be valid until approved by the Secretary of the Interior.


10. 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 351 South State Street, Salt Lake City 11, Utah, and to the District if sent to R. F. D. #2, Box 223, Layton, Utah.

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

WEBER BASIN WATER CONSERVANCY DISTRICT

By Elmer Cause
President

 ATTEST:
[Signature]
Secretary

Martin Weerman
Purchaser

WITNESS:
[Signature]

APPROVED:
[Signature]
Authorized representative of the
Secretary of the Interior

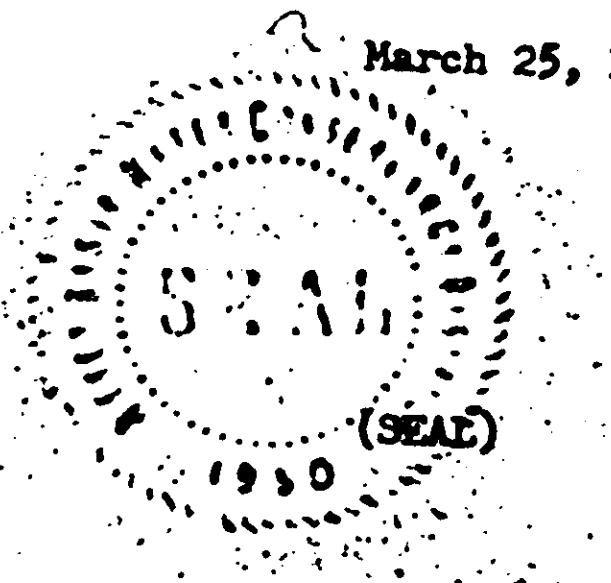
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RESOLUTION

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 a contract between the Weber Basin Water Conservancy District and MILTON L. WELLENMANN, for the purchase of 1 acre-foot of water from an underground well to be replaced by water owned by the District at Wanship Reservoir on the terms and conditions contained in the form of contract presented to and considered at this meeting.

CERTIFICATION

I, E. J. FJELDSTED, Secretary of Weber Basin Water Conservancy District, do hereby certify that the foregoing authorization was approved by the Board of Directors at a regular meeting held March 25, 1960.




Secretary
Weber Basin Water Conservancy District

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