

Entry No. 204482
 Book M 257 Page 212-19
 REQUEST OF Weber Basin Water CD
 FEE ALAN SPRINGS, SUMMIT CO. RECORDER
 S. DH By Milton L. Weilenmann
 RECORDED APR 1 1983 at 4:02 M.

Exchange Application No. _____

CONTRACT BETWEEN WEBER BASIN WATER CONSERVANCY DISTRICT AND

MILTON L. WEILENMANN
(Purchasers)

FOR THE SALE AND USE OF UNTREATED WATER

THIS CONTRACT, made this 3rd day of December, 1982, between the WEBER BASIN WATER CONSERVANCY DISTRICT, organized under the laws of the State of Utah, herein styled "District", and Milton L. Weilenmann, of 833 - 17th Avenue, Salt Lake City, Ut., herein styled the "Purchaser",
84103

WITNESSETH:

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:

- 50 feet West and 50 feet North of the East Quarter Corner of Section 10, Township 1 South, Range 3 East, 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will require replacement, and the District has water to sell to the Purchaser to replace the water so intercepted and withdrawn.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 TEN 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AND USE:** The water covered hereby is sold to the purchaser solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by said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 or spring for domestic and miscellaneous use in and upon the following described lands in SUMMIT 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 East Canyon 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 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

December 3, 1982
Replacement water agreement
Milton L. Weilenmann

EXHIBIT "A"

Beg, at a pt 1671.2 ft S and 1557.1 ft W of the NE cor. of Section 10, T1S, R3E, SLM, which is a steel pipe set in concrete cap marked "Highway Right-of-Way", and running th S 48 deg 31' W 362.8 ft; th S 70 deg 0' E 396.4 feet; th S 10 deg 0' W 304.6 ft; th S 0 deg 2' E 293.0 ft to the So. line of the NE 1/4 of sd Sec 10; th E 1502.15 ft, m or l, to the E 1/4 corner of Sec 10; th N alg the E sec. ln 624.85 ft; th W 549.08 ft; th N 919.83 ft, m or l, to Station 111+40.4 of Highway 40, Southerly right-of-way line; th. alg the S'ly Hwy right-of-way line S 61 deg 37' W. 1,137.86 ft, m or l, to the p.o.b., containing 37.30 acres, more or less.

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 of each year.

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, or upon written notice to Purchaser, cancel this contract in its entirety, but either or both of these remedies are 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.

6. RELIEF IN EVENT OF DROUGHT AND WATER SHORTAGE: 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 accrue against the District or any of its officers, agents, or employees 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. During periods of water shortage, allocations of treated and untreated water for municipal, domestic and industrial use shall have first priority.

7. CONSTRUCTION, OPERATION AND MAINTENANCE OF PURCHASER'S FACILITIES: The Purchaser shall construct, operate and maintain, without cost to the District, the well or spring and appurtenant facilities necessary to secure and accurately measure its water supply. The metering or other measuring device installed by the Purchaser shall be satisfactory to the State Engineer. The District has no responsibility for the quality or quantity of water that the Purchaser is able to secure through the operation of its well or spring.

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.

10. NOTICE: Any notice herein required to be given to the Purchaser shall be sufficiently given if sent by mail addressed to purchaser at: Milton L. Weilenmann, 833 - 17th Ave., Salt Lake City, Utah 84103 and to the District if sent to 2837 East Highway 193, Layton, Utah, 84041.

11. OBSERVATION OF FEDERAL AND STATE POLLUTION LAWS: The Purchaser agrees that it will comply fully 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.

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

Milton H. Weisenman

Purchasers

WEBER BASIN WATER CONSERVANCY
DISTRICT

Frank W. Bokman
President

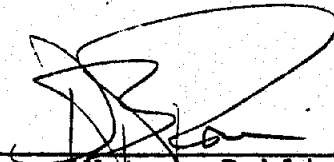
ATTEST:

Kathleen H. Jones
Secretary



STATE OF UTAH)
COUNTY OF Toole) : SS

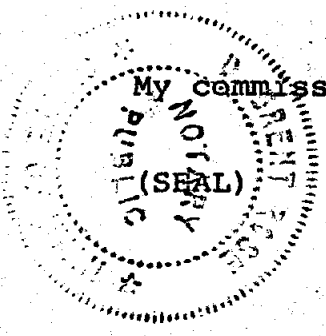
On this 9th day of February, 1983,
personally appeared before me Milton A. (Mileman)
(purchasers)
_____, the signers of the within
instrument, who duly acknowledged to me that they executed
the same.



Notary Public

Residing at: Jeppesen Park, Ut.

My commission expires: 5-13-84



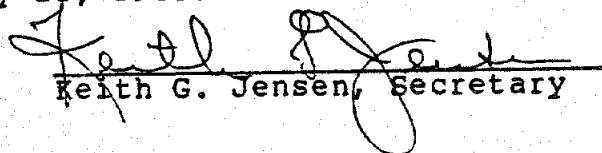
RESOLUTION

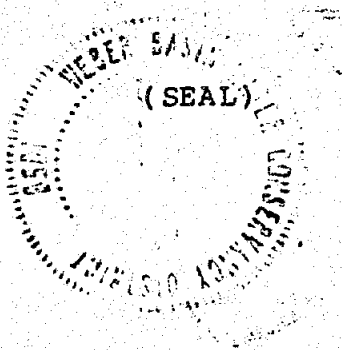
BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the Weber Basin Water Conservancy District, that the President and the Secretary of said District be and they are hereby authorized and empowered to execute on behalf of said District new replacement water agreements with the following named individuals, on the terms and conditions contained in the forms of agreements presented to and considered at this meeting:

MORGAN COUNTY:	ACRE-FEET
1. Glen H. Mecham, L. Carol Mecham	1.0
SUMMIT COUNTY:	
1. David E. Albrycht, Frances T. Albrycht	1.0
2. Timothy Chatterley, Rita B. Chatterley	1.0
3. Bruce C. Decker, Melanie S. Decker	1.0
4. Dennis D. Pace, Kathy L. Pace	1.0
5. Milton L. Weilenmann	10.0

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 February 25, 1983.


Keith G. Jensen, Secretary



BOOKM 2 57 PAGE 219