

Account No 45528

Contract D-1

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

Richard & Nancy Maynes (herein "Petitioner"), hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the allotment of the beneficial use of 1.0 acre-feet of untreated water annually, for irrigation and domestic purposes, on land situated in Summit County, Utah, legally described as follows:

Section 15, Township 1S, Range 6E, Acres \_\_\_\_\_

Tax I.D. No. (s): OT-2-B

**SEE ATTACHED "EXHIBIT A"**

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

a. To pay for the right to use the allotted water an amount annually to be fixed from time to time by the District's Board of Trustees, which amount initially shall be the sum of \$99.66 per acre-foot.

b. To pay an additional amount, per acre foot, annually to be fixed by the District's Board of Trustees for operation, maintenance or other charges.

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.

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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.

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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 \_\_\_\_\_ 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 4<sup>th</sup> day of Aug., 2004.

Richard J. Maynes  
Nancy Maynes

Petitioners and Owners of Land  
above-described

Richard & Nancy Maynes

Address

STATE OF UTAH )  
COUNTY OF Salt Lake <sup>SS.</sup>

On the 4<sup>th</sup> day of August, 2004, personally appeared before me Richard J. Maynes & Nancy Maynes the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.



(SEAL)

Cheryl M. Tate  
NOTARY PUBLIC

**RECORDERS NOTE**  
DUE TO THE COLOR OF THE INK  
OF THE NOTARY SEAL AFFIXED  
TO THIS DOCUMENT, THE  
SEAL MAY BE UNSATISFACTORY  
FOR COPYING.

ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Richard & Nancy Maynes be granted and an allotment of 1.0 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 22 day of Oct, 2004

WEBER BASIN WATER CONSERVANCY  
DISTRICT

BY

*Jewel Lee Kenley*  
Jewel Lee Kenley, Chairman

ATTEST:

*Tage I. Flint*  
Tage I. Flint, Secretary

(SEAL)



EXHIBIT "A"

Commencing at the West quarter corner of Section 15, Township 1 South, Range 6 East, Salt Lake Base and Meridian; thence North 01°01'20" East 1311.16 feet; thence North 89°44'39" East 2618.0 feet; thence South 00°02' West 969.23 feet to the Northerly Boundary of the Weber Canyon Road; thence along said road boundary the following ten courses; along the arc of a 991.44 foot radius curve to the left 511.54 feet (chord bearing and distance of said curve being South 27°17'57" West 505.88 feet); thence South 12°31'06" West 36.58 feet; thence along the arc of a 920.0 foot radius curve to the right 672.61 feet (chord bearing and distance of said curve being South 33°27'46" West 657.73 feet); thence South 54°24'25" West 628.42 feet; thence along the arc of a 3565.04 foot radius curve to the right 245.29 feet (chord bearing and distance of said curve being South 56°22'41" West 245.24 feet); thence along the arc of a 920.0 foot radius curve to the right 490.54 feet (chord bearing and distance of said curve being South 73°37'27" West 484.75 feet); thence along the arc of a 930.32 foot radius curve to the right 575.98 feet (chord bearing and distance of said curve being North 73°21'52" West 566.83 feet); thence along the arc of a 990.0 foot radius curve to the left 432.99 feet (chord bearing and distance of said curve being North 68°09'26" West 429.54 feet); thence North 80°41'12" West 529.26 feet; thence North 85°42'18" West 280.20 feet; thence leaving road North 00°13'22" East 890.04 feet; thence East 882.17 feet to the point of beginning.

Excepting therefrom:

Beginning at the West quarter corner of Section 15, Township 1 South, Range 6 East, Salt Lake Base and Meridian; as reestablished by ESI Engineering, and with a basis of bearing being as per Weber Canyon Road right-of-way description, Road Improvements Phase I, Project No. 8601812: Bearing South 89°59'00" between BLM brass caps known as Northwest and Northeast corners of Section 14, Township 1 South, Range 6 East, Salt Lake Base and Meridian; thence South 07°50'08" West a distance of 996.54 feet to the Northerly right-of-way line of Weber Canyon Road; thence along said right-of-way North 80°41'12" West a distance of 501.65 feet; thence along said right-of-way North 85°42'18" West a distance of 280.21 feet; thence North 00°13'22" East a distance of 882.86 feet; thence North 89°51'35" East a distance of 906.89 feet to the point of beginning.

Also expressly excepting therefrom all water, and water rights appurtenant to the above described property, including, but not limited to an undivided 1/12th interest in and to the waters flowing in Whites Creek.