

Entry No. 254025 25025 MAR 24 1986
 REQUEST OF WEBER BASIN WATER
 FEE NR ALAN SPRIGGS, SUMMIT CO. RECORDER
 By [Signature]
 RECORDED 7-9-86 at 9:32 M

Account No. 3527

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

Mary Johnson & Thea M. Johnson (herein "Petitioner"), hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the allotment of the beneficial use of 2.0 acre-feet of untreated water annually, for irrigation and domestic purposes, on land situated in Summit County, Utah, legally described as follows:

Section 29, Township 4N, Range 6E, Acres _____
 Tax Serial No. (s): ECR-2

All of Lot #2, Echo Creek Ranches

INDEXED: _____
 GRANTOR: _____
 GRANTEE: _____
 RELEASED: _____
 ABSTRACTED: _____
 STAMPED: _____

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 Directors, which amount initially shall be the sum of \$ 99.66 per acre-foot.

B. To pay an additional amount annually to be fixed by the District's Board of Directors for operation, maintenance or other charges.

The amounts 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 Directors. Nothing contained herein shall be construed to exempt the Petitioner from paying the taxes levied pursuant to Sections 73-9-16 and 73-9-20, Utah Code Annotated 1953, as amended.

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use of the water allotted hereby shall be sold to Petitioner solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.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

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.

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6. The District shall not be obligated to deliver water until evidence satisfactory to the District is furnished by Petitioner that the use of the water hereby allotted as replacement water has been approved by the Utah State Engineer.

7. 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.

8. 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.

9. 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.

10. 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.

11. This petition, when granted by the District, shall supercede and replace in all respects ALL of Contract No. 70250, dated 10/28/83, entered into between the District and Christopher A. & Dona G. Stanley.

DATED this 24th day of January, 1986.

Gary R. Johnson
Gary R. Johnson
Thea M. Johnson
Petitioners and Owners of Land
above-described Thea M. Johnson

Address 123 Orchard Avenue

Ogden, Utah 84404

STATE OF UTAH)

COUNTY OF Weber)

ss.

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On the 11 day of March, 1986, personally appeared before me _____, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

John R. Belmont
Notary Public
Residing at Ogden, Utah
My Com. Exp. July 27, 1987

ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Mary Johnson Spec. M. Johnson 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 30th day of May, 1986.

WEBER BASIN WATER CONSERVANCY
DISTRICT

By Dennis Wright
Chairman, Board of Directors

DENNIS WRIGHT

ATTEST:

Ivan W. Flinn
Secretary

IVAN W. FLINN

(SEAL)

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