

Farmington
Square

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/22/2016 09:25 AM
FEE \$0.00 Pgs: 2
DEP RTT REC'D FOR WEBER BASIN WATER
CONSERVANCY

Area: West Farmington
Petitioner: Farmington Square LLC

08-569-0301
0302
0303
0304

NKA Park Lane Condo 3

**PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE ALLOTMENT OF MUNICIPAL
UNTREATED WATER FOR IRRIGATION PURPOSES FOR USE BY INDIVIDUALS**

Farmington Square LLC, herein styled petitioner, elects to purchase and hereby applies to the Weber Basin Water Conservancy District, herein styled the District, for the allotment of the beneficial use of 3.8 acre-feet of untreated water for the irrigation of 9.98 acres of land situated in Davis County, Utah as described below.

DESCRIPTION OF LAND: SECTION 14, TOWNSHIP 3N, RANGE 1W, ACRES 9.98, ACRE-FEET 3.8

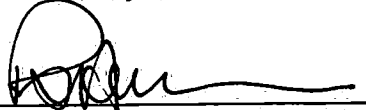
08-500-0001, Farmington Square LLC, 3.8 AF DISTRICT II
ALL OF PARCEL E, PARK LANE COMMONS PARCELS E AMENDED AND H. CONT. 9.98900 ACRES

The Petitioner agrees:

1. To pay for the right to use such water, whether or not Petitioner actually takes and uses the same, and to pay a fair proportionate amount of the District's operation, maintenance, replacement, or other charges, in the total amount to be fixed from time to time by the Board of Trustees of the District, which total amount initially shall be \$ 899.06 plus an annual distribution fee.
2. The amount so fixed shall be a tax lien upon the above described lands and shall be paid in accordance with the provisions of the Water Conservancy Act of Utah and as the same may be amended. Nothing contained in this paragraph shall be construed to exempt the Petitioner from paying the taxes levied pursuant to Sections 17A-2-1423 and 17A-2-1427 Utah Code Annotated, 1953, as amended.
3. The charges specified in paragraph (1) shall remain effective against the lands herein described, provided that the District may reallocate the water allotted pursuant to this petition, and the charges specified in paragraph (1), to parcels of said land in separate ownership in accordance with the rules and regulations of the District.
4. District water so allotted shall be delivered and measured at a point or points designated by the District. It shall not be the responsibility of the District to provide facilities to convey the water from such point or points to the place of use.
5. The amount of water to which the petitioner is entitled annually shall not exceed the allotted amount as described above. In the event that Petitioner receives water in excess of the allotted amount in any given year, whether intentionally or unintentionally, the Petitioner will be billed for the excess water at a rate or rates fixed from time to time by the Board of Trustees of the District. Payment for use of water in excess of the allotted amount shall be paid within 30 days from notification by the District. Failure to make payment in full by the due date will result in the total amount being levied as a tax lien in future years, and, in the District's sole discretion, discontinuation of service until payment in full is received by the District.
6. Water delivered under this petition shall be restricted to a maximum of _____ gallons per minute.
7. To bear a pro rata share of all conveyance evaporation losses.
8. Periods of delivery: In no event shall the District be required to make deliveries of water hereunder other than during the irrigation seasons, the extent of which shall be determined solely by the District.
9. The District may use any water available to the District to the extent that it can be delivered at points where it can be used, provided such water is of quality suitable for irrigation use.
10. In the event there is a shortage of District water caused by drought, inaccuracy 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 respective officers, agents, or employees for any damage, whether 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 shortages, allocations of treated and untreated water to municipalities for municipal, domestic and industrial use shall have first priority. Deliveries of water allotted pursuant to this petition shall be reduced in the proportion that the number of acre feet of such shortage, as determined by the District, bears to the total number of acre feet allocated for irrigation use.
11. The Petitioner agrees that he 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.
- 12. The provisions of the Water Conservancy Act of Utah, and the rules of regulations of the Board of Trustees of the District shall be binding upon the Petitioner.
- 13. 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 17 day of November, 2015.




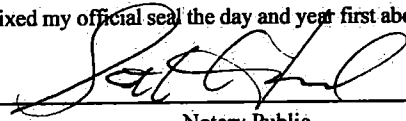
 Petitioner and Owner of Lands Above Described

STATE OF UTAH)
 County of Wasatch)ss.

On this 17 day of November, 2015, personally appeared before me Richard A. Haws, who being duly sworn did say that they are a member of Farmington Square, and that the foregoing instrument was signed in behalf of said Company. Manager

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)  STATE OF UTAH NOTARY PUBLIC
 SCOTT HARWOOD
 COMMISSION # 664539
 MY COMMISSION EXPIRES *****
 05-29-2017



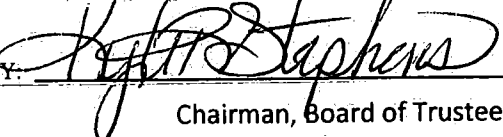
 Notary Public

ORDER ON PETITION

Due notice having been given and hearing had, it is ordered that the foregoing petition of Farmington Square LLC, be granted and an allotment of 3.8 acre-feet of irrigation water is hereby made to the lands therein described, upon the terms, at the rate and payable in the manner as in said petition set forth.

Date this 28 day of January, 2016.

WEBER BASIN WATER CONSERVANCY DISTRICT

BY: 

 Chairman, Board of Trustees
 Kyle R. Stephens

ATTEST: 

 Tige I. Fholt, PE General Manager/CEO

(SEAL)