

PETITION TO ROY WATER CONSERVANCY SUBDISTRICT FOR THE ALLOTMENT OF WATER

Stone, Edwin A. & Sally

(husband and wife of Roy (City), Utah (State), herein applied Petitioner seeks to purchase and hereby applies to the Roy Water Conservancy Subdistrict, herein styled the Subdistrict, for the allotment of the beneficial use of acre-foot of water annually for the irrigation of land situated in Weber County, Utah, described as follows: (See attached description.)

Lot # 8 Block 1 Herefordshire, Weber County, Utah.

No 744 7041110  
FILED AND RECORDED FOR  
Roy Water Conservancy  
Subdistrict  
077 JUL 7 AM 8 57

RUTH H. WES L. SEN  
WEBER COUNTY CLERK  
Lisa Vaughn

Plated  Indexed   
Photocopied  Card File   
Microfilmed  Abstracted

The Petitioner Agrees:

1. To purchase and pay for the right to use such water, whether or not petitioner actually takes and uses the same at the price to be fixed annually by the Board of Directors of the Subdistrict which shall include the following items:
  - (a) An amount not to exceed \$1.50 annually per acre-foot for all water allotted.
  - (b) An amount not to exceed \$11.50 annually for each delivery point provided for the land described above. In the event of the division of the said land into separate ownerships served from the same delivery point, the said charge of \$11.50 annually shall be made for each parcel in new ownership.
  - (c) A fair proportionate amount of operation, maintenance and replacement charges estimated by the Subdistrict for its use, and a fair proportionate amount of the estimated operation, maintenance and replacement charges assessed against the Subdistrict by the Weber Basin Water Conservancy District pursuant to the Class C Petition and order between the Weber Basin Water Conservancy District and the Subdistrict.

Money collected pursuant to subparagraphs (a) and (b) above shall be used first to apply on the Subdistrict's obligation to the United States under Contract No. 14-00-400-870, dated September 16, 1971, second, to apply to the Subdistrict's obligation under said Class C Petition and order between the Weber Basin Water Conservancy District and the Subdistrict; and third, to meet other obligations of the Subdistrict.

2. To pay a connection charge upon the granting of this petition as follows:
  - (a) \$75.00 per connection if paid in full on or before September 30, 1972.
  - (b) \$60.00 per connection if paid in full between the dates of October 1, 1972 and January 31, 1973.
  - (c) \$150.00 per connection if paid in full between the dates of February 1, 1972 and June 30, 1972.
  - (d) If the connection charge in said paragraphs (a), (b) or (c) above is not paid within the time so related then the connection fee will be such as is determined by the Subdistrict's board.
  - (e) There shall be no refunds.

3. The aggregate of the amounts so fixed in paragraphs 1 and 2 above shall be a lien upon the above described lands and shall be paid in accordance with the provisions of the Water Conservation 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 above levied pursuant to Sections 75-1-19 and 20, Utah Code Annotated 1953, as amended.

4. The charges specified in paragraph 1 shall remain effective against the land herein described, provided that upon application to the Subdistrict, its Board of Directors may discharge 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 rules and regulations of the Subdistrict's board.

5. Project water so allotted shall be delivered at a point or points designated by the sub-district after consultation with petitioner or the representative. It shall not be the responsibility of the Subdistrict to provide facilities to convey the water from such point or points to the place of use. The petitioner agrees to bear a pro rata share of all conveyance and evaporation losses from Weber Basin Water Conservancy District storage reservoirs to the point or points of delivery.

6. In the event there is a shortage of project water caused by drought, inaccuracy in distribution not resulting from negligence, hostile diversion, prior or superior claim, or other causes not within the control of the Subdistrict, no liability shall accrue against the Subdistrict, or the Weber Basin Water Conservancy District, or the United States or any of their officers, agents or employees of either of them, for any damage, direct or indirect, arising therefrom and the payments to the Subdistrict provided for herein shall not be reduced because of any such shortage or damage. 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 Subdistrict, bears to the total number of acre-feet allocated for irrigation use within the Sub-district.

7. The petitioner agrees to 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, groundwater, 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.

8. The provisions of the Water Conservancy Act of Utah, and the Rules and Regulations of the Board of Directors of said Subdistrict shall be binding upon the Petitioner, and this petition shall be subject to the repayment contract between the Weber Basin Water Conservancy District and the United States dated December 12, 1962, No. 14-00-400-870 as amended and any contract that may be entered into by the Subdistrict for the repayment of costs incurred by it for the construction of a distribution system, pumping plant and equalizing reservoir.

Date this 3rd day of April 1977  
Signed: Edwin A. & Sally Stone  
Petitioner and Owner of Land above described.  
STATE OF UTAH,  
County of Webster

On this 3rd day of March 1977 personally appeared before me Edwin A. & Sally Stone why being by me duly sworn did say that he (they) is (are) the (subject) of the within instrument, who (she) personally acknowledged (s/he) made the same, Notary Public, Residing at Box 1000, State of Utah

(NSAL) My Commission Expires: 7/27/78

ORDER ON PETITION TO ROY WATER CONSERVANCY SUBDISTRICT

Due notice having been given and hearing had, it is ordered that the foregoing petition be granted and an allotment of 1 acre-foot of irrigation water is hereby made to the land therein described, upon the terms, at the rate, and payable in the manner as determined by the Subdistrict's Board of Directors.

Dated this 3rd day of April 1977

Attest: Edwin A. & Sally Stone  
Chairman, Board of Directors

I hereby certify that the above is a true copy of Petition and Order of said Subdistrict by the Board of Directors of Roy Water Conservancy Subdistrict, on the 3rd day of April 1977.  
Edwin A. & Sally Stone  
Chairman, Board of Directors