			Contract Description	
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Account No 07150		0,0,11		
Account No 07150	(	FELLON.	Contract D	
DETUTION OF WIDDE				
FOR T	R BASIN WATER CON THE ALLOTMENT OF	IDEIX ATTIACT DIDITING	Dia	
	Marcie A Bordinko		"Petitioner"),	. 6091
hereby applies to the Weber Basin V of the beneficial use of 1.0 acres				
purposes, on land situated in Sum		~ ( ( )	and domestic	2),2
(3/1)			(Fill)	
Section 21, Township 2s,	Range 6E, Acres	<u> </u>	VVO(0),	
Tau ID No (a)				
Tax I.D. No. (s): <u>FTHLE-1-1</u>		M		D-
LOT 1, FOOT	THILLESTATES PHA	SE 1, ACCORDING	ГО ТНЕ	))) (1) (2) (3) (4)
OFFICIÁL PLAT THEREOF	AS RECORDED IN T	HE OFFICE OF THE	SUMMIT	
COUNT	RECORDER, STATI	E OF UTAH	્ર(ત	
CH CH	(	16 CH		
1. In consideration of	of such allotment and upo	n condition that this pet	ition is granted	
by the District, Petitioner agrees as		1	71/DE	
		,		,
	the right to use the allotte	_ 1	-	
from time to time by the District's \$99.66 per acre-foot.	Board of Urustees, which	h amount initially shall	be the sum of	60V
b. To pay a	additional amount, per	acre foot, annually to b	oe fixed by the	2))))
District's Board of Trustees for ope	ration, maintenance or o	ther charges.	OF THE	j
750	so fixed shall be paid who	than an mat tha Datitions	n a atrolle taleas	
and uses the water allotted.	so fixed shall be paid who	etner or not the Petitione	r actuatry takes	
A	. A.		11 1 1	A
The amounts  Petitionershall be bound by the pro	so fixed shall be a tax lier			(6)
regulations of the District's Board				, CO .
exempt the Petitioner from paying		. \ \		

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 The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring at k for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.

427, Utah Code Annotated 1990, as amended.

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SUMMIT CO RECORDER REQUEST: WEBER BASIN WATER

- Uno Hindial Color ATRICIO COPY 3. Peritioner's use of the water hereby altotted 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 4. Delivery of the water hereby allotted by the District shall be as directed by the gineer or his representative at the outlet works of reservoir.

  5. The District shall have no 111 application from the Utah State Engineer At is the responsibility of the Petitioner to obtain such approved exchange application.
  - Utah State Engineer or his representative at the outlet works of
    - conduct the water hereby allotted from its point of delivery to its ultimate place of use.
    - 16. 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 of quantity of water that Petitioner's 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 t perpetually in the beneficial application thereof and the Petitioner agrees to restrict the Petitioner hereby to beneficial use in accordance with 1 to hold over or accumulate water f 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. Umorthall copy 2-2-Uno Ancial Copy

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	11. The reuse of water permission of the District. The	. waste. seedatee, of fee	CALLETO II ALOINI II CHICAL COLLI I TELE	L 1-1-1-1-1
	contract shall belong to the Un and benefit of the Weber Basis	· · · · · · · · · · · · · · · · · · ·	Basin Water Conservancy D	istrict/for the use
		COLL	DATED this 13 day of 17	Les Constants
A. A.			Micec & E	and and a second
Mille	and benefit of the Weber Basis	n Project.	J. (1)	
		6004	Petitioners and Owners of La above-described	nd 5.
, (En)			KAMAS UT 8	5. 4036
1110 (H)	STATE OF UTAH )		Address	Olio Carr
	STATE OF UTAH ) : ss COUNTY OF )		-6J	-6¶
Thomas	On the	day of <u>May</u>	, 2005, personally appose above instrument, who duly	eared before me acknowledged to
arill (	me that he executed the same		- OFFICILL	OFFICE .
Mille		1	NOTARY PUBLIC 19	nylle,
	(SEAL)	~ CO (2)	COST	, CO(8×1
A ST	Notary Public	RY C		
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	ORDER ON PETITION	OF THE					
DIE NOTICE	E having been given and bearing b	ad IT IS ORDERED that the					
DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Thomas J. & Marcie Bordinko 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 2 day of June, 2005  WEBER BASIN WATER CONSERVANCY							
terms, at the rates, and payab	le in the manner as in said petition set	forth					
terms, at the rates, and payab	DATED this 24day	TER CONSERVANCY					
Muse	WEBER BASIN WA	TER CONSERVANCY					
	DISTRICT						
	BY Jewel Lee Ker	nley, Chairman					
ATTEST:	WEBER BASIN WA DISTRICT BY Jewel Lee Ke						
		TER CONSERVANCY  Chairman					
and the		Page 1					
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