

Account No \_\_\_\_\_

Contract D-1

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

\_\_\_\_\_ herein "Petitioner"),  
hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the allotment  
of the beneficial use of \_\_\_\_\_acre-feet of untreated water annually, for irrigation and domestic  
purposes, on land situated in \_\_\_\_\_County, Utah, legally described as follows:

Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, Acres\_\_\_\_\_

Tax I.D. No. (s): \_\_\_\_\_

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

(a) \$245.32 per acre-foot of water purchased, a portion there of to apply to the extent  
required on the District’s obligation under bonds or other Government-District Contract and the  
remainder to apply to the District’s general operation and maintenance expenses, and other special  
expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities  
of the District used or required in servicing this Contract, hereinafter referred to as “OM&R”. Such  
fair amounts shall be determined each year by the Board of Trustees of the District and any such  
determination shall be final and conclusive and binding on all parties.

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underground water diverted, withdrawn or to be diverted or withdrawn by means of a well or spring  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.

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.



ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of \_\_\_\_\_ 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WEBER BASIN WATER CONSERVANCY  
DISTRICT

BY \_\_\_\_\_  
Scott F. Peterson, Chairman

ATTEST:

\_\_\_\_\_  
Tage I. Flint, Secretary

(SEAL)

WEBER BASIN WATER CONSERVANCY DISTRICT  
2837 EAST HIGHWAY 193, LAYTON, UTAH 84040

INSTRUCTIONS FOR COMPLETION OF CLASS D PETITION

PLEASE READ THE CONTRACT CAREFULLY:

1. Insert on page one:
  - (a) Names of purchasers and owners of record
  - (b) Number of acre-feet of water you wish to purchase
  - (c) County in which land for which you are purchasing water is located
  - (d) Land serial number
  - (e) ***Complete metes and bounds description of the land***
2. Insert on page 3:
  - (a) Date of contract
  - (b) Secure signatures of all parties involved in purchaser (purchasers and owners of record, if not one in the same)0
3. CORPORATIONS purchasing water must submit a formal RESOLUTION authorizing execution of the agreement by officials of the corporation.
4. If the document is executed on behalf of a PARTNERSHIP, please provide a copy of your PARTNERSHIP AGREEMENT.
5. ***Please provide a copy of a document constituting proof of ownership of the land on which you propose to use the water. A copy of a Warranty Deed is preferred. Also, payment of \$245.32 per acre foot will need to be submitted.***
6. Return the signed, notarized agreement (with the documentation and information requested) to our office for publication of hearing notice and consideration by our Board of Trustees.

**Also include payment for the 2010 water charges in the amount of \$245.32 per acre-foot.**

NOTES:

After your petition is fully approved by our Board of Trustees, failure to make annual payment for the water will result in the filing of a lien against the lands described in the petition.

Failure to provide the proper, required information will delay processing of our agreement. Please check to be sure you have provided all requested information.

Charges for the water will be collected through the County tax rolls.

The District is required to publish notice of your request for water in the newspaper published in the County in which your land is situated. The notice must run three weeks prior to our Board of Trustees' meeting (usually held the last Friday of the month).

A permit to drill a well, or develop a spring, or any other diversion of this water can be applied for with a copy of your plat map through the Division of Water Rights, 1594 W. N. Temple, Salt Lake City, Utah. (538-7240)

If you have any questions, please call our office - 771-1677 (Ogden), or 359-4494 (Salt Lake City).