

PETITION TO BOUNTIFUL IRRIGATION DISTRICT
FOR THE ALLOTMENT OF WATER FOR USE BY INDIVIDUALS
CLASS D

herein "Petitioner", elects to purchase and hereby applies to the Bountiful Irrigation District, herein "District", for the allotment of the beneficial use of _____ acre-feet of water annually from the Weber Basin Project, herein "Project", for the irrigation of land situated in Davis County, Utah, described as follows:

DESCRIPTION: SECTION _____: TOWNSHIP _____: RANGE _____: ACRES _____: ACRE-FEET _____

The Petitioner, subject to all the rules and regulations of the District, agrees:

1. To purchase and pay for the right to use such water, whether or not Petitioner actually takes and used the same, at the price to be fixed annually by the board of trustees of the District, which shall include the following items:

- (a) An amount not to exceed \$6.00 annually per acre-foot for all water allotted.
- (b) An amount not to exceed \$15.50 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 \$15.50 annually shall be made for each parcel in new ownership.
- (c) A fair proportionate amount of operation, maintenance and replacement charges estimated by the District for its use, and a fair proportionate amount of the development period charges assessed against the district by the Weber Basin Water Conservancy District pursuant to the Class C Petition and Order between the Weber Basin Water Conservancy District and the District, which Petition is dated February 24, 1959, and which Order is dated March 20, 1959, and following expiration of the development period as provided in said Petition and order, a fair proportionate amount of the estimated operation maintenance and replacement charges assessed against the District by the Weber Basin Water Conservancy District pursuant to said Class C Petition and order.

Money collected pursuant to subparagraphs (a), (b), and (c) above shall be used first to apply on the District's obligation under said Class C Petition and Order between the Weber Basin Water Conservancy District and the District; and second, to meet other obligations of the District.

2. To pay a connection fee of _____ upon the granting of this Petition or at such later date as the District may determine. If this is not paid by the time the water line is constructed adjacent to Petitioner's property, then the connection fee will be such as is determined by the District.

3. The aggregate of the amounts so fixed in paragraphs 1 and 2 hereof 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, the same as may be amended or replaced. Nothing contained in this paragraph shall be construed to exempt the Petitioner from paying the taxes levied pursuant to Sections 73-9-18 and 20, Utah Code Annotated, 1953, the same as may be amended or replaced.

4. The charges specified in paragraph 1 shall remain effective against the land herein described, provided that upon application to the District its Board of Trustees 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 rules and regulation of the District.

5. Project water so allotted shall be delivered at a point or points designated by the District after consultation with Petitioner or its representative. 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. The Petitioner agrees to bear a pro rata share of all conveyance and evaporation losses from Project storage reservoirs to the point or points of delivery.

6. The waste, seepage or return flow from water delivered pursuant to this Petition shall belong to the United States for the use and benefit of the Project. The District may substitute in lieu of stored water any other water available to the Project to the extent that it can be delivered at points where it can be used, provided such water is of quality suitable for Project irrigation use.

7. 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 claims, or other causes not within the control of the District, no liability shall accrue against the District, or the Weber Basin Water Conservancy District, or the United States, or any of their officers, agents or employees or either of them, for any damage, 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. 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 within the District.

8. The provisions of the Water Conservancy Act of Utah, the same as may be amended or replaced, and the rules and regulations of the Board of Trustees of said District, shall be binding upon the Petitioner, and this Petition shall be subject to the Class C Petition and contract between the Weber Basin Water Conservancy District and the District, the repayment contract between the Weber Basin Water Conservancy District and the United States dated December 12, 1952, No. 1406-400-33, and any contract that may be entered into by the District for the repayment of costs incurred by it for the construction of a distribution system.

Dated this _____ day of _____, 20____

_____ Petitioner and Owner of Lands above described.