



August 16, 1971

Catherine R. Abaggien
P. O. Box 73
Myton, Utah 84052

Dear Mrs. Abaggien:

Enclosed is your copy of the executed contract for use of 1 acre-foot of water in Starvation Reservoir. You may order the delivery of this water from the reservoir at any time by contacting Leo Brady at P.O. Box 2, Duchesne or by calling him at 738-5720 or 848-2468. If we can be of any further assistance please let us know.

Very truly yours,

CENTRAL UTAH WATER CONSERVANCY DISTRICT

Lynn S. Ludlow
General Manager

LSL:ebh

Encl:

CC: USBR
Brady
State Engineer
Files

CONTRACT BETWEEN CENTRAL UTAH WATER CONSERVANCY DISTRICT
AND CATHERINE R. ABEGGLEN, FOR THE SALE OF THE USE OF PROJECT WATER
FOR MUNICIPAL AND INDUSTRIAL PURPOSES

THIS CONTRACT made this 16 day of June, 1971, between the Central Utah Water Conservancy District, organized under the laws of the State of Utah, with its principal place of business in Orem, Utah, herein called the District, and CATHERINE R. ABEGGLEN, residing in Myton, Utah, herein called the Purchaser.

WITNESSETH:

WHEREAS, the District entered into a contract with the United States, No. 14-06-400-4286, dated December 28, 1965, herein referred to as the Government-District contract, for the construction and repayment of certain costs of the works of the Bonneville Unit of the Central Utah Project, herein called the project, by means of which water is and will be made available for use for irrigation, municipal, and industrial, and miscellaneous purposes, and a portion thereof is now available for use by the Purchaser.

NOW, THEREFORE, in consideration of the mutual and dependent promises and covenants herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

1. SALE OF WATER: The District, for the price specified in Article 3, sells and agrees to furnish in the manner and at the place provided, and the Purchaser agrees to purchase annually 1.0 acre-foot of untreated municipal and industrial project water. This contract shall be effective on the date first above written and shall continue in effect for a period of forty (40) years commencing on January 1, 1971. The District will obtain the permanent right to the water pursuant to Article 7 of said Government-District contract and the furnishing of water after the expiration of the term hereof will be on terms mutually agreeable to the parties hereto.

2. PLACE OF DELIVERY AND USE: The water purchased is water in the Starvation Reservoir and the point of delivery is at or near the following location: 60 ft. West and 302 ft. North of the SE corner, NW $\frac{1}{4}$, NE $\frac{1}{4}$, Sec. 23, T. 3 S., R. 2 W., Uintah Special Base and Meridian.

The purchased water is to be used only in and upon the following described lands in Duchesne County, Utah:

Beginning 60 feet West of the Southeast corner of the Northwest quarter of the Northeast quarter, Section 23, Township 3 South, Range 2 West, USM and running thence North 302 feet; thence West 250 feet; thence South 302 feet; thence East 250 feet to the point of beginning.

And beginning 402 feet North of the Southeast corner of the Northwest quarter of the Northeast quarter, section 23, Township 3 South, Range 2 West, USM and running thence north 530 feet, thence West 268 feet, thence South 530 feet; thence East 268 feet to point of beginning.

Approximately five acres.

3. OBLIGATION OF PURCHASER TO PAY FOR WATER: The Purchaser agrees to pay to the District Twenty-five (\$25.00) upon execution of this agreement, which sum will be a credit on the annual payment due January 1, 1971. Each annual payment will consist of:

(a) Twenty-five dollars (\$25.00) per acre-foot for the water purchased in Article 1 to apply on the District's obligations under the Government-District contract, as it may be amended and supplemented. Should the District establish a lower or higher price per acre-foot for municipal and industrial project water from Starvation Reservoir to meet its obligation under Article 6 of the Government-District contract, the Purchaser agrees that the above purchase price be adjusted accordingly.

(b) A fair proportionate amount of estimated operating and maintenance charges of the District for the ensuing calendar year. Such fair proportionate amount to be determined each year by the Board of Directors of the District and its determination will be final and conclusive. Written notice of the estimate will be given to the Purchaser at least 60 days before the due date. If such estimate is more or less than the actual cost thereof, an appropriate adjustment will be made in the next notice.

Water to be furnished under this contract will be available on January 1, 1971. The first annual payment, (a) and (b) above, must be made by the Purchaser to the District on or before July 1, 1971, and is payment in advance for the calendar year 1971. Succeeding annual payments must be made by the Purchaser to the District on or before January 1, of each year during the term of this contract. Each annual payment must be made in advance to the District whether all or any part of the water is used, and the Purchaser has no right to hold over or accumulate water not used.

4. INTEREST FOR DELINQUENCY: Each payment required under this contract which remains unpaid after its due date, will bear interest at the rate of six percent (6%) per annum from the date of delinquency; provided, that no interest is to be charged or paid by the Purchaser unless such delinquency continues for more than thirty (30) days.

5. REMEDIES OF DISTRICT IN CASE OF DEFAULT: The Purchaser agrees that each annual amount payable constitutes a perpetual lien upon the land described in Article 2. If the Purchaser fails to make payment on or before the date due, the District is relieved of the obligation to furnish any water to Purchaser until payment is made, but this remedy is not exclusive, and the District may exercise, as many times as necessary, any remedy under this contract or by law to enforce collection of payment and for the foreclosure of the above lien.

6. RELIEF IN EVENT OF DROUTH AND WATER SHORTAGE: On account of drouth or other causes, there may occur at times during any year a shortage in the quantity of water available to the Purchaser pursuant to this contract. In no event shall any liability accrue against the District or the United States or any of its officers or employees for any damage, direct or indirect, arising out of any such shortage.

7. CONSTRUCTION, OPERATION, AND MAINTENANCE OF PURCHASER'S FACILITIES: The Purchaser agrees to construct, operate and maintain, without cost to the District or the United States, all facilities necessary to obtain the purchased water from the reservoir, including a measuring device approved by the District. Further, the Purchaser agrees, at its own expense, to make any necessary arrangements for transportation for such water from Starvation Reservoir to the place of use. All facilities so constructed, operated, and maintained are to be accessible for inspection at all reasonable times by proper representatives of the District. The District has no responsibility for the quantity or quality of water that the Purchaser is able to deliver through the operation of his facilities.

8. WATER POLLUTION CONTROL: The Purchaser agrees that it will comply fully with all applicable Federal, State and local laws, orders and regulations, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground-water or water courses, with respect to the discharge of refuse, garbage, sewage effluent or other pollutants.

9. BENEFICIAL USE OF WATER: The basis, the measure, and the limit of the right of the Purchaser to the use of water rests perpetually in the beneficial application thereof. The Purchaser agrees to put the water purchased hereunder to beneficial use in accordance with law. The District reserves the right to terminate this contract as to any portion of the annual amount of water in Article 1, which is not put to beneficial use by Purchaser on or before January 1, 1976. In this event, appropriate adjustments in the future annual payments required under Article 3, herein, will be made.

10. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED: The provisions of this contract apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any part thereof or interest therein shall be valid until approved by the Secretary of Interior or his authorized representative.

11. NOTICE: Any notice herein shall be sufficiently given if mailed to the Purchaser at P. O. Box 73, Myton, Utah 84052, and to the District if mailed to P. O. Box 427, Orem, Utah 84057. The designation of the addressee or the address given above may be changed by notice in the same manner as provided in this Article for other notices.

12. COMPLIANCE WITH WATER CONSERVANCY ACT AND WITH RULES AND REGULATIONS: This contract and any amendments thereto is subject to the Water Conservancy Act of Utah, Title 73, Chapter 9, Utah Code Annotated, 1953, as amended, and the rules and regulations as established and amended from time to time by the District.

IN WITNESS THEREOF, the parties have caused this contract to be executed and signed the day and year first above written.

ATTEST:

James S. Hedlow
Secretary
(SEAL)

CENTRAL UTAH WATER CONSERVANCY DISTRICT

By *Clayton P. Fisher*
President

ATTEST:

Carl H. Carpenter
Notary

Catherine R. Deegler
Purchaser

(SEAL)

Palmer B. DeLong
Authorized representative of the
Secretary of the Interior

"Appd. Sol. Off.

W.M. Conklin

R E S O L U T I O N

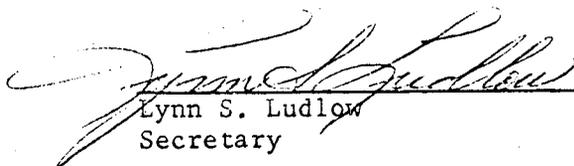
WHEREAS, the Central Utah Water Conservancy District has allotted 1 acre-foot of water to Catherine R. Abegglen for municipal and industrial purposes in Starvation Reservoir; and,

WHEREAS, a contract with the above party for the sale of said water has been drafted;

NOW, THEREFORE BE IT RESOLVED, that the Central Utah Water Conservancy District approves the contract and authorizes its officers to execute said contract with Catherine R. Abegglen for the sale of municipal and industrial water in Starvation Reservoir.

CERTIFICATE

I certify that the foregoing is a true and accurate copy of a resolution adopted by the Board of Directors of the Central Utah Water Conservancy District on June 11, 1971.


Lynn S. Ludlow
Secretary