



August 16, 1971

Mr. Theron Robb  
Duchesne, Utah 84021

Dear Mr. Robb:

Your petition to the Central Utah Water Conservancy District for 15 acre-feet of supplemental irrigation water in the Duchesne Irrigation Block has been given conditional approval by the Board of Directors. Approval is conditional because the final allocation order will be based on the total amount subscribed by all water users. Until the final order is issued, however, you will be entitled to the 15 acre-feet when it is available in Starvation Reservoir. Your irrigation order booklet for the 1971 season is enclosed, and you may order water according to the instructions therein. Also enclosed is a copy of your petition.

If you have any further questions, please feel free to contact the District.

Very truly yours,

CENTRAL UTAH WATER CONSERVANCY DISTRICT

Lynn S. Ludlow  
General Manager

LSL:cbh

Encls:

CC: USBR  
Leo L. Brady  
State Engineer ✓  
Files

C  
O  
P  
Y

PETITION TO CENTRAL UTAH WATER CONSERVANCY DISTRICT  
 FOR ALLOTMENT OF WATER FOR SUPPLEMENTAL IRRIGATION USE,  
 DUCHESNE IRRIGATION BLOCK,  
 BONNEVILLE UNIT  
 CENTRAL UTAH PROJECT

1. Petitioner, Therese H. Bell, Duchesne Utah  
 elects to purchase and hereby applies to the CENTRAL UTAH WATER CONSERVANCY DISTRICT, herein styled the  
 District, for the allotment of 10.6 acre-feet annually of water from the Central Utah Project,  
 Bonneville Unit, which unit is hereinafter referred to as the Project, for beneficial use in irrigation  
 of 10.6 acres of land situated in Duchesne County, Utah, to-wit:

<u>Description</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Irrigable Acres</u>
NE 1/4 NE 1/4	28	25	5 W	10.6
	Monte Special Base 4 Meridian			
	Totals			<u>10.6</u>

2. Petitioner agrees to purchase and pay for the right to use such water, whether or not actually used, needed, or available a sum to be fixed annually by the Board of Directors of the District, which shall include (a) an amount not to exceed \$2.50 annually per acre-foot for all water allotted which sum shall be applied on the District's irrigation repayment obligation under the repayment contract between the United States and the District dated December 28, 1965, as amended, except that should the District elect to adopt variable repayment as provided in Article 22 in said contract, payments shall be modified as provided therein irrespective of the maximum amount stated above and (b) a fair proportionate amount of the operation, maintenance, replacement reserve fund, emergency reserve fund, and other charges and expenses apportioned to the Duchesne Irrigation Block. The Petitioner agrees to bear a pro-rata share of all conveyance and operation losses apportioned by the District to the Duchesne Irrigation Block after consultation with the water users at a duly noticed meeting. Project irrigation water so allotted less such losses shall be delivered and measured at the Petitioner's canal headgate or other point or points designated by the District after consultation with the Petitioner. The Petitioner agrees at his expense to provide proper measuring devices at such point or points to which water is delivered by the District. The Petitioner agrees at his expense to make any necessary arrangements for the carriage of allotted project water from the delivery point or points to places of use. The District shall not be liable for damages sustained by Petitioner, and persons acting by, through, or under him, by reason of inability of the District to convey water to Petitioner's point or points of delivery whether occasioned by weather conditions, failure or damage to facilities, or otherwise. Petitioner agrees that waste, seepage, and return flow from water delivered pursuant to this petition shall belong to the United States for use and benefit of the project. The District may substitute in lieu of stored water other project water.

3. An allotment of one acre-foot of water under this petition means that Petitioner is entitled to the beneficial use of 1/21,400<sup>th</sup> of the annual yield of 1/3 of the active capacity of Starvation Reservoir including the use of return flow of project water as established pursuant to standards and procedures governing the operation of project works, provided for in Article 11(c) of the contract between the United States and the District. Any undelivered water remaining in storage on October 31 of each year shall become project water and the Petitioner shall not be entitled to carryover storage beyond such date. In the event there is a shortage of project water in the Duchesne area 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 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 herein shall not be reduced because of any such shortage or damage. Deliveries of water allotted herein shall be reduced in the proportion that the number of acre-feet of such shortages in the Duchesne area as determined by the District bears to the total number of acre-feet allocated for irrigation use in said area.

4. The basis, the measure, and the limit of the right of the Petitioner to use project water shall rest perpetually in the beneficial application thereof, and the Petitioner agrees to put such water to beneficial irrigation use in accordance with law. The Petitioner agrees that he is now irrigating 12.0 acres of land and that his present water rights or his applications for water rights are as follows:

*Application No. 28492  
 0.20 c.f.s. limited to the irrigation requirements  
 of 12.0 acres. Priority of App No 19, 1964*

and further agrees that under project operation he will limit the use of water under his water rights tabulated above in accordance with the following criteria:

(a) The irrigation season is defined as that period from April 1 through October 31 of each year, or such other period as may be established by the District.

(b) The project plan for water supply is based on a water duty of 4 acre-feet per acre for each irrigation season. The annual irrigation demand for land irrigated by the petitioner as it applies to nonproject and project water is limited to a total duty each season as finally fixed by the courts, but if the duty is finally fixed by law in an amount other than 4 acre-feet per acre for the irrigation season then the petition and order approving the same shall be subject to re-negotiation and adjustment if requested by the United States of America or the petitioner.

(c) The Petitioner shall not use more than 41% of his annual irrigation demand by June 30 of each year. In particular years of need, this percentage of demand hereinabove set forth may be modified by mutual written agreement of the Petitioner and the District.

5. The sums fixed annually pursuant to Paragraph 2 hereof shall be a tax lien upon the lands described in Paragraph 1 and shall be paid in accordance with the provisions of the Water Conservancy 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 taxes levied pursuant to Sections 73-9-16 and 20, Utah Code Annotated, 1953, as amended.

6. Petitioner agrees to be bound by the provisions of the Water Conservancy Act of Utah as now existing or as hereafter amended and the rules and regulations of the Board of Directors of the District as adopted from time to time, and that this petition shall be subject to the provisions of repayment contracts between the District and the United States. Water allotted pursuant to this petition shall not be transferred or reallocated to other lands nor for other uses without prior approval of the District and the United States and in accordance with the Water Conservancy Act of Utah and rules and regulations adopted by the District covering such transfers and reallocations.

7. The covenants contained herein and rights accruing hereunder shall be binding upon and inure to the benefit of the heirs, representatives, and assigns of the Petitioner.

Dated this 27<sup>th</sup> day of June, 1971.

Theron H. Robb  
\_\_\_\_\_

WITNESS:

Geo. F. Brady  
\_\_\_\_\_

It is certified that the petitioner above is entitled to the carriage of the water applied for through the canal system of the undersigned company or individuals.

By \_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF UTAH            )  
                                  ) SS  
COUNTY OF Duchesne )

On the 27<sup>th</sup> day of June, 1971, personally appeared before me  
Theron H. Robb and \_\_\_\_\_  
who being by me duly sworn did say that they are the signers of the within instrument, who duly  
acknowledged to me that they executed the same.

Carl H. Carpenter  
Notary Public

Residing at: Springville, Utah  
My commission expires: Feb. 2, 1975

ORDER ON PETITION

Due notice having been given and hearing had, it is ORDERED that the above petition be granted and an allotment of \_\_\_\_\_ acre-feet of project irrigation water is hereby made to the lands therein described upon the terms recited therein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CENTRAL UTAH WATER CONSERVANCY DISTRICT

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

Approved by the United States

(SEAL)

\_\_\_\_\_  
Authorized Representative  
Secretary of the Interior