

WEBER-MORGAN HEALTH DEPARTMENT

477 23<sup>RD</sup> Street, Ogden, UT 84401  
Phone (801) 399-7160 Fax (801) 399-7170

REQUEST FOR NONPUBLIC WELL/SPRING PERMIT

Applicant: CURTIS HYDE Water Rights No. 35-13804 (E 6104)

Mailing Address 182 W. 5450 S. OGDEN, UT Zip: 84405

Email Address: CURTISHYDE1@GMAIL.COM Phone: 801-540-8505

Drilling Site Address: 9267 E. 2075 S. HUNTSVILLE Parcel: # 21-160-0001

Single Family Residence:  Yes / No (describe) \_\_\_\_\_

Subdivision: ARROWHEAD MEADOW PHASE 1 Lot: # 101

Well Driller Name: LEGEND DRILLING JOHN TIDWELL

Well Driller Phone: 801-557-4404 Certification: # 920

Prior to issuance of a Well/Spring permit, a plot plan of location of well, house and septic system must be submitted for review. The permit fee includes plan review, grout inspection, and water sampling and testing. If sample results fall outside permissible limits of Weber-Morgan Health Department's quality requirements for drinking water, additional testing may be required at the owner's expense. If treatment is required for culinary water approval a Deed and Covenant Restriction must be recorded with the property detailing the treatment plan.

SIGNATURE:  DATE: 3/23/2021

\*\*\*\*\*

FOR OFFICE USE ONLY

Plot Plan \_\_\_\_\_ Deed and Covenant \_\_\_\_\_ State Water Rights \_\_\_\_\_  
Paid \$635.00/ Full Permit \_\_\_\_\_ Paid \$230.00/ Samples only (BacT \$35 Inorganics \$195) \_\_\_\_\_

Comment/Conditions \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Application Approval \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

Required Documentation for issuance of Final Approval

Well Driller Log \_\_\_\_\_ Inorganic Lab Results \_\_\_\_\_ Bac-T Lab Results \_\_\_\_\_

Account No. 31371

Replacement Contract/Project Untreated

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

Curtis & Briana Hyde (herein "Petitioner") hereby applies to the Weber Basin Water Conservancy District (herein "District") for the allotment of the beneficial use of 4.00 acre-feet of untreated replacement water annually, for irrigation and domestic purposes, on land situated in Weber County, Utah, legally described as follows:

Section 28, Township 6N, Range 2E, Acres \_\_\_\_\_

Tax I.D. No.(s): 21-160-0001

Description of Lands:

ALL OF LOT 101, ARROWHEAD MEADOW PHASE 1, WEBER COUNTY, UTAH.

1. APPROVAL BY DISTRICT. In the event that the District grants this petition by executing the Order on Petition, attached hereto, this instrument shall be a contract between the Petitioner and the District (sometimes referred to herein as the "Contract"), which Contract shall be effective on the date upon which the District enters the Order on Petition.

2. OBLIGATION TO PAY. In consideration of such allotment and upon condition that this Petition is granted by the District, Petitioner agrees:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be \$502.92. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement 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 OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the year following the year



for which the estimate was made.

(b) The amount so fixed shall be paid whether or not the Petitioner actually takes or uses the water allotted.

(c) The first payment of the amounts so fixed shall be a tax lien upon the above-described land and the Petitioner shall be bound by 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.

(d) Notwithstanding any of the forgoing, the District shall be entitled to change the charging structure of this Contract, including the amounts charged under this Contract, as determined from time to time by the District's Board of Trustees. The District may, in its sole and absolute discretion, change the billing structure outlined herein, including but not limited to changing that billing structure so that the Petitioner is billed based on the amounts of water used ("bill for use"), such that the District may choose to charge by the unit or gallon delivered or used, and may institute tiers that provide for increasing charges for each such unit based on the total use. As outlined in this Contract, Petitioner is obligated to install appropriate metering and measuring devices. Petitioner agrees that any such meter will satisfy all requirements of the District and will properly measure water usage, which measurement may be used by the District in determining any overuse, as outlined below, and in determining the appropriate charge under any bill for use payment structure adopted by the District under this paragraph.

(e) Petitioner recognizes that in addition to the tax lien referred to in paragraph 2 above, the above-described land is presently encumbered by a lien created by District Contract No. 4113 in the name of B&H Investment Properties LLC, hereinafter the "contract lien." There is presently an outstanding balance owed the District of \$0.00, which petitioner hereby assumes and agrees to discharge. The unpaid balance of the contract lien shall be assessed simple interest at the rate of 18 % per annum. Petitioner recognizes that the unpaid balance of the contract lien together with the accrued interest shall remain a lien upon the land until discharged. The parties agree further that in the event the indebtedness represented by the contract lien and accrued interest is not fully discharged on or before n/a, District may cancel this contract, retain both its contract lien and tax lien and inform the State Engineer of the cancellation and request that the corresponding exchange application be invalidated. The District may also elect to foreclose its contract lien against the land.

3. PENALTY FOR DELINQUENCY: Every installment or charge required to be paid to the District under this Contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at a rate of 18% APR.

4. REMEDIES IN CASE OF DEFAULT: If the Petitioner shall fail to make any payment due hereunder on or before the due date, or in the event that the petitioner shall violate any of the terms of this Contract, the District may refuse the delivery of water, or upon written notice to Petitioner, cancel this Contract in its entirety, but either or both of these remedies are not exclusive. The District may exercise any other remedy given by this Contract or by law to enforce collection of any payment due hereunder.

5. USE OF WATER. The use of the water allotted hereby shall be solely for the



law. The Petitioner shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

13. ACCOUNTING AND WATER SUPPLY RECORDS. The Petitioner shall maintain a set of books and records, satisfactory to the District, which shall keep and furnish suitable records of water supply and the disposition thereof. The Petitioner agrees to provide the above information and documentation to the District upon request, and within 30 days of any such request.

14. COMPLIANCE WITH LAW. 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.

15. INDEMNIFICATION. Petitioner agrees to indemnify, protect, and save and hold the District harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under the Contract or from the non-fulfillment of any covenant or agreement on the part of Petitioner under or relating to this instrument, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.

16. NUMBER AND JOINT LIABILITY. In this instrument, the singular number includes the plural and the plural number includes the singular. If this instrument is executed by more than one person, firm, partnership or corporation, the obligations of each such person, firm, partnership or corporation hereunder shall be joint and several.

17. NO THIRD-PARTY BENEFICIARIES. Nothing herein shall be interpreted or construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Petitioner and their respective successors and permitted assigns.

18. GOVERNING LAW; JURISDICTION. This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Petitioner submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Petitioner waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

19. INTERPRETATION. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any



part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

20. WAIVER. No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

21. SUCCESSION AND ASSIGNMENT. The Contract shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Petitioner may not assign the Contract or any of its rights, interests, or obligations thereunder without the prior written approval of the District.

22. FURTHER ACTS. The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Contract.

23. INCORPORATION OF RECITALS. The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.

24. INTEGRATION. This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.

25. AMENDMENTS. This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Petitioner. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Petitioner.

26. EXPENSES OF ENFORCEMENT. In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable

law, the prevailing party shall be entitled to recover from the other party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

27. EFFECTIVE DATE. This Contract shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.

28. REUSE. The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this contract shall belong to the United States or the District for the use and benefit of the District.

29. NOTICE. Any notice herein required to be given to the Petitioner shall be sufficiently given if sent by mail addressed to the Petitioner at the address listed below, or if sent by electronic mail addressed to the Petitioner at the email address listed below, if any such email address is listed, or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

30. AUTHORIZED EXECUTION. The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that such execution presents no conflict with any other agreement of such party.

31. CONTRACT ASSESSMENTS: This Petition is governed by the provisions of Utah Code Section 17B-2a-1007, titled "Contract Assessments," together with the rules and regulations of the District's board of trustees relating to contract assessments.



[Signature]  
Ben Whitesides (previous owner)

[Signature]  
[Signature]  
Petitioners and Owners of Land above-described

Curtis & Briana Hyde  
182 W. 5450 S.  
Egden, Utah 84405  
Address

curtishyde1@gmail.com  
Email Address

801-540-8505  
Phone Number

STATE OF Utah : ss.  
COUNTY OF Weber  
Davis

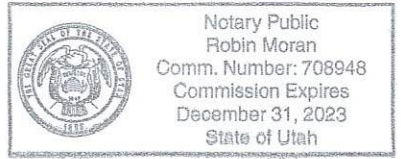
On the 8 day of Dec, 2020, before me, Robin Moran a notary  
date month year notary public name

public, personally appeared Curtis Hyde, proved on the basis of  
name of document signer(s)

satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and  
acknowledged (he/she/they) executed the same.

[Signature]  
NOTARY PUBLIC SIGNATURE

(SEAL)



ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Curtis & Briana Hyde be granted and an allotment of 4.00 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 28 day of January, 2021.

WEBER BASIN WATER CONSERVANCY DISTRICT

BY Dee Alan Waldron  
Dee Alan Waldron, President

ATTEST:

Tage I. Flint  
Tage I. Flint, Secretary

(SEAL)





**R317-4-OWS PLAN DESIGN**

**Installation**

**ABSORPTION TRENCH**

Address: 9276 E Artists Way Huntsville, UT 84303  
 System Design #: WC-21-037-0014-33.24 (not updated)

**Health Authority**

Health Authority: May inspect components to UAC § 8317-4-27 Construction and Installation

**Regulatory Authority**

Regulatory Authority: Special Requirements

**Culinary Water Lines**

Show all Culinary Water Lines Crossing any Sewer Line in solvent welded Sch. 40 Pipe at least 1' on Feet beyond the Crossing

The solvent welded Sch. 40 PVC Pipe Sewers at least 1' on Feet beyond the Crossing of any Culinary Water Lines

Septic Tank Landscaping

Bring all Risers to the Surface per R317-4-6.07(1) if Covered or Appropriate Backwash Add Additional Absorption Area based on R317-4.6.14(3.4) if Oxygen Flow to absorption System is Blocked

**Water Softener Backwash**

Direct Soft-Type Water Softener Backwash to an Appropriate Underdrain Absorption Area

**Special Requirements**

Trench Maximum Cover: 5.6'

**Sewers**

Building and Effluent Sewer

Install Diameters at least every: 100 ft

Drying or Parking Area: 1.5'

Bed in 1.2" inch minus gravel

4" Sd-40 PVC Pipe or better

If Less than 30', Insulate Pipe

(2.7.3.4) Reinforced 6" above pipe)

Install 17" x 17" Steel Reinforced Concrete

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**Septic Tank Effluent Filter**

Install Effluent Filter at Septic Tank Outlet

Effluent Sewer

Install 4" Effluent Sewer

Install 4" Effluent Sewer

Install 4" Effluent Sewer

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**Distribution Pipes**

Install UAC § 8317-4-13.3(b) 4" pipe of clock and seven o'clock rows of 1/2" round holes at -6" intervals

Barrier Material (UAC § 8317-4-2.7)

Use Filter Fabric

or Compacted Straw

24 oz/yd<sup>2</sup>

Trench Cover

Top Soil Preferred

Bedfill slightly Mounded

At-Grade Cover

At-Grade Cover Extension

Extend Cover Horizontally 10 feet in all Directions beyond Absorption Trenches

At-Grade Side Slopes

Maximum Side Slope

4:1

Estimated Hydraulic Flow Rate

750 gpd

Hydraulic Loading Rate

0.7 (gpd/ft<sup>2</sup>)

Maximum Trench Depth

0'

Absorption System Placement

± 20 Feet Change from Approved Design

Change from Approved Design will Require Permission of Designer and Health Authority

Absorption System Excavations

Install Shallow as Possible

Follow Contours on Sloping Sites

Excavate Each Trench or Bed Level

Trench Spacing

27 ft

Rake Streamed or Compacted Surfaces

Protect from Surface Runoff

Install Absorption System ASAP

Observation Points on Outside Distal

Components

Install 1" Round Valve Covers for all 4" Pipe

Chambered Trenches

Minimum Length of Trenches

250 ft

Chamber Orbits

Type A LHM Standard Chambers

Advanced Drainage Systems

Infiltrator Systems Inc.

Quick-Drain Chamber

D-Box Chamber Effluent Inlet

Use Top Port of Blind Cap or Side Port Coupler

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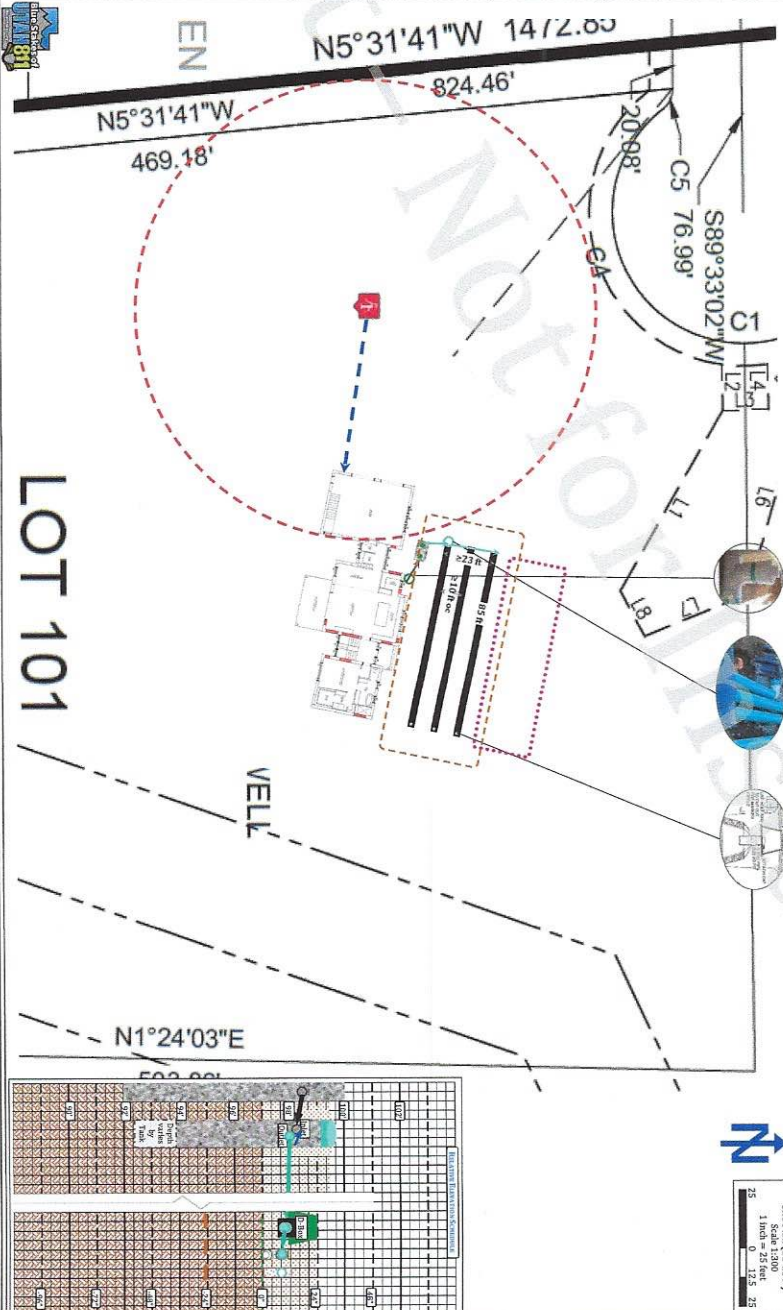
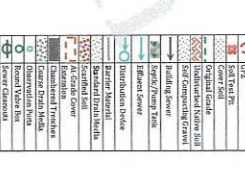
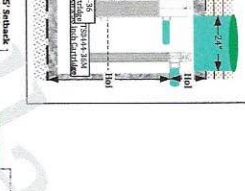
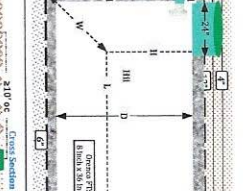
Use Top Port of Blind Cap or Side Port Coupler

Use Top Port of Blind Cap or Side Port Coupler

**Septic Tank**

Table 1: Tank Dimensions

Volume	Length (L)	Width (W)	Height (H)	Volume (V)	Volume (V)	Volume (V)	Volume (V)	Volume (V)	Volume (V)
1000 gal	96	96	48	13	13	13	13	13	13
1500 gal	102	64	72	41	20	32	30	11	7
2000 gal	108	64	72	41	20	32	30	11	7
2500 gal	114	64	72	41	20	32	30	11	7
3000 gal	120	64	72	41	20	32	30	11	7
3500 gal	126	64	72	41	20	32	30	11	7
4000 gal	132	64	72	41	20	32	30	11	7
4500 gal	138	64	72	41	20	32	30	11	7
5000 gal	144	64	72	41	20	32	30	11	7
5500 gal	150	64	72	41	20	32	30	11	7
6000 gal	156	64	72	41	20	32	30	11	7
6500 gal	162	64	72	41	20	32	30	11	7
7000 gal	168	64	72	41	20	32	30	11	7
7500 gal	174	64	72	41	20	32	30	11	7
8000 gal	180	64	72	41	20	32	30	11	7
8500 gal	186	64	72	41	20	32	30	11	7
9000 gal	192	64	72	41	20	32	30	11	7
9500 gal	198	64	72	41	20	32	30	11	7
10000 gal	204	64	72	41	20	32	30	11	7



**Shupe Environmental Solutions Inc**  
 Mailing Address: P.O. Box 199, Huntsville, Utah 84317  
 Carl R. Shupe  
 801-914-3636  
 cshupe@semail.com

**HYDE RESIDENCE**  
 9276 E Artists Way Huntsville  
 WC-21-037-0014-33.24 (not updated)  
 2020 Sep 26

**R317-4 OWS PLAN DESIGN**  
**Feasibility and Plan Review**

Address: 9276 E Arvies Wy Huntsville  
 System Design #: WC-21-037-0014-33/24 (not updated)  
 Design Date: 2020 Sep 26

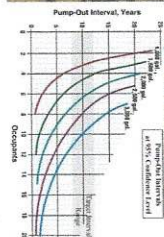
**R317-4 OWS PLAN DESIGN**  
**Design Requirements**  
**Sewer & Septic Tank Details**

Inlet Riser

Est Hydraulic Flow Rate (HFR) 750 gpd  
 Single Family Dwelling  
 Rise bedrooms  
 ten people maximum restricted use  
 Feasibility Assessment Record

Hydraulic Loading Rate (HLR) 0.7 (gpd/ft<sup>2</sup>)  
 HD Required Rate 0.7 (gpd/ft<sup>2</sup>)  
 Soil Profile see WMIID  
 Max Absorption Trench Depth 24"  
 Maximum Ground Water Depth per WMIID 54%  
 Absorption Area Max Ground Slope 54%

Flood Plain Zone See Map  
 FEMA Designation Zone X  
 Area of Minimal Flood Hazard 500 year



**Absorption Trench System Details**

**KEY**  
 Flood Plain Zone  
 Groundwater Protection Zone 2  
 Non-Public Water Supply  
 100 foot Groundwater Protection Zone  
 Soil Test Re  
 Plan Review and Permitting  
 Water Supply Sources  
 Water Supply Attached  
 Soil Test Results see WMIID  
 LA5 Sites and Dimensions  
 See Site Plan



The field work/walk are shown on the Site Plan

**Sliding Criteria**

Reduction Factor (Camber)	0.7
La x Rp = 357 ft x 0.7 =	250 ft
La x Rp = 357 ft x 0.7 =	250 ft
La x Rp = 357 ft x 0.7 =	250 ft

**Chambered Trenches**

La x Rp = 357 ft x 0.7 =	250 ft
La x Rp = 357 ft x 0.7 =	250 ft
La x Rp = 357 ft x 0.7 =	250 ft

**Disclaimer**

Due to the variability of site soils, wastewater, the personnel that conduct feasibility studies and review plans, building construction and OWS system installation, the design work provided herein is based on the information expressed or implied, regarding the future installed system. The designer liability is limited to the value paid for this plan.

The drawings, plans, models, designs, software, reports, calculations, and other data, including computer print-outs, contained in this Plan are the property of the designer. The Plan is made available to the client by the designer. The Plan may not be copied, reproduced, or otherwise used for any purpose without the consent of the designer.

The designer reserves the right to revise this document and to make changes in content as needed or as required by the local regulatory authority to provide verification of such revision or change. The installer shall confirm they have the most current revision of this plan.

The designer is not responsible for the results of any changes to this plan without approval by the designer. The designer shall be held responsible for any deviations shall be coordinated with the designer and local health department prior to proceeding with the related work concerning the deviation.

This design assumes installer experience or competency with the system and is not liable for any errors, omissions, or deficiencies in any form by the installer.

The installer shall read the notes and details in this plan.

All third party information provided including any plot plans, site plans, geographic maps, aerial photos, utility maps, engineering drawings, representation, condition or warranty of any kind, either express, implied, or statutory. Any location of utilities shown on this plan are approximate. The installer shall call the Blue Stakes utility locating company, 1-800-862-4111, to find location marking before excavating.





**CONSTANT RATE PUMP TEST REPORT – WIN: 34971**

LEGEND DRILLING SERVICES, LLC.  
PO BOX 460  
KAMAS, UT 84036  
801.557.4404

**DATE OF SERVICE:** 07.09.20

**OWNER NAME:** CURTIS HYDE  
**WATER RIGHTS:** E4640 (35-11906)  
**MAILING ADDRESS:**

**WELL LOCATION ADDRESS:** Parcel: 210370014, Huntsville, UT 84317  
**WIN:** 34971  
**LEGAL DESCRIPTION:** N682 W1374 E4 SEC28 T6N R2E SLBM  
**GPS:** 41.229606871063375, -111.72567173838615

**WELL LOG AVAILABLE AT DATE OF SERVICE**  
**KNOWN INFORMATION:** DRILLED JUN06, CABLE-TOOL – SUTTON

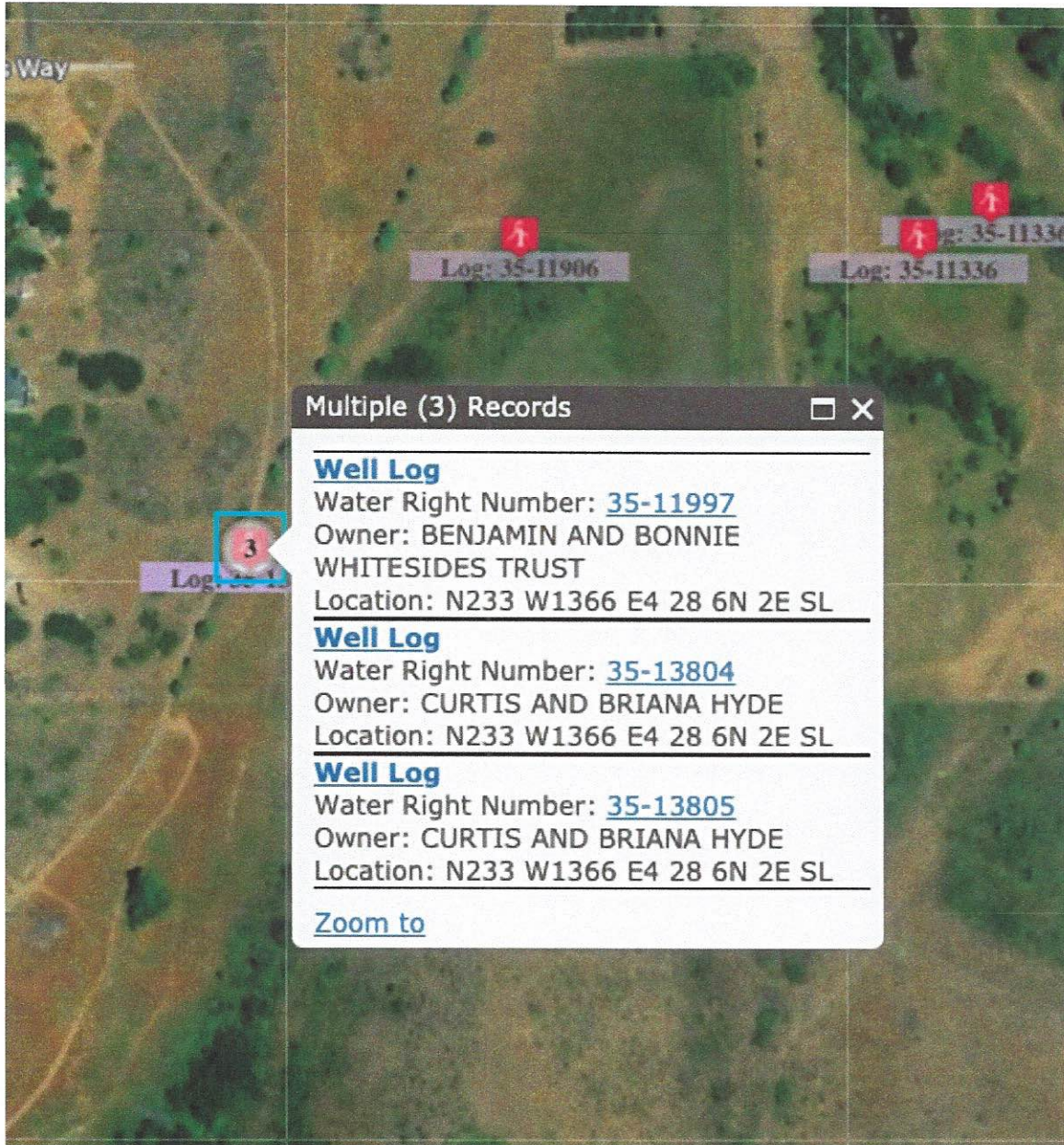
**PUMPING TEST SUMMARY INFORMATION ON 07/09/20:**

TYPE OF WELL PUMP: SUBMERSIBLE  
DEPTH OF PUMP SETTING: 300' TOC  
TYPE OF PUMPING TEST: CONSTANT RATE  
METHOD OF WATER LEVEL MEASUREMENT: ELECTRIC SOUNDER, HD CAMERA SURVEY  
REFERENCE DATUM FOR WATER LEVEL MEASUREMENTS: TOP OF CASING  
METHOD OF FLOW MEASUREMENT: 5-GAL BUCKET (verify flow & sand content evaluation)  
DATE OF TEST PUMPING: 07/09/2020  
STATIC WATER LEVEL: 38' TOC  
DURATION OF PUMPING: 4 HOURS  
WELL YIELD ESTIMATED FROM TEST PUMPING: 13-18GPM  
DRAWDOWN: 205'  
COMMENTS: SURGED/FLUSHED WELL AND TEST PUMPED FOR 4 HOURS, PUMPING SAND AND RUSTY WATER. PRESENCE OF IRON OXIDE. HEAVY SEDIMENT. BUCKET TESTS CONFIRMED FLOW AND COLLECTED HEAVY SEDIMENT. WATER STARTED TO CLEAR AFTER 3 HOURS. YIELD: 13-18GPM. WELL CAP INSTALLED. WELL DISINFECTED UPON COMPLETION.

X

John Tidwell for Legend Drilling Services, LLC.  
Utah Driller's License #920

*PLEASE NOTE: The data recorded in this test pumping report reflect conditions at the time of the test. Water levels, well performance, estimated long-term yield and water quality are not guaranteed as they are influenced by a number of factors, including natural variability, human activities, and condition of the works, which may change over time.*



Multiple (3) Records

**Well Log**

Water Right Number: [35-11997](#)

Owner: BENJAMIN AND BONNIE  
WHITESIDES TRUST

Location: N233 W1366 E4 28 6N 2E SL

**Well Log**

Water Right Number: [35-13804](#)

Owner: CURTIS AND BRIANA HYDE

Location: N233 W1366 E4 28 6N 2E SL

**Well Log**

Water Right Number: [35-13805](#)

Owner: CURTIS AND BRIANA HYDE

Location: N233 W1366 E4 28 6N 2E SL

[Zoom to](#)



RECEIVED

RECEIVED

JUN 21 2006

WELL DRILLER'S REPORT

MAY 17 2006

WATER RIGHTS SALT LAKE

State of Utah Division of Water Rights

WATER RIGHTS SALT LAKE

For additional space, use "Additional Well Data Form" and attach

Well Identification

Exchange Application: E4640 (35-11906)

WIN: 34971

Owner

Note any changes

B & H Investment Properties LLC 110 West 1700 North Centerville UT 84014

Contact Person/Engineer:

Well Location

Note any changes

N 650 W 1000 from the E4 corner of section 28, Township 6N, Range 2E, SL B&M

Location Description: (address, proximity to buildings, landmarks, ground elevation, local well #)

Drillers Activity

Start Date: NOVEMBER-22-2005 Completion Date: MAY-8-2006

Check all that apply: [X] New [ ] Repair [ ] Deepen [ ] Clean [ ] Replace [ ] Public Nature of Use: IRRIGATION

If a replacement well, provide location of new well. feet north/south and feet east/west of the existing well.

Table with 4 columns: DEPTH (feet) FROM TO, BOREHOLE DIAMETER (in), DRILLING METHOD, DRILLING FLUID. Rows show drilling details for 0-30', 0-150', and 0-402' depths.

Well Log

Well Log table with columns for depth, water permeability, lithology (CLAY, SAND, GRAVEL, COBBLES, OTHER), rock type, color, and description/remarks. Includes soil and various rock layers.

Static Water Level

Date 5-8-2006 Water Level 5' feet Flowing? [ ] Yes [X] No Method of Water Level Measurement TAPE If Flowing, Capped Pressure PSI Point to Which Water Level Measurement was Referenced GROUND Elevation Height of Water Level reference point above ground surface feet Temperature degrees [ ] C [ ] F

**Construction Information**

DEPTH (feet)		CASING			DEPTH (feet)		<input type="checkbox"/> SCREEN <input checked="" type="checkbox"/> PERFORATIONS <input checked="" type="checkbox"/> OPEN BOTTOM		
FROM	TO	CASING TYPE AND MATERIAL GRADE	WALL THICK (in)	NOMINAL DIAM. (in)	FROM	TO	SCREEN SLOT SIZE OR PERF SIZE (in)	SCREEN DIAM. OR PERF LENGTH (in)	SCREEN TYPE OR NUMBER PERF (per round/interval)
0'	30'	STEEL	.375	12" inch	384'	395'	1/4	6" INCH	
0'	150'	STEEL	.365	10" inch	347'	348'	SHOTS		
0'	402'	STEEL	.322	8" inch	257'	258'	SHOTS		
					97'	98'	SHOTS		

Well Head Configuration: WELDED CAP Access Port Provided?  Yes  No  
 Casing Joint Type: WELDED Perforator Used: TORCH-CUT SHOTS  
 Was a Surface Seal Installed?  Yes  No Depth of Surface Seal: \_\_\_\_\_ feet Drive Shoe?  Yes  No  
 Surface Seal Material Placement Method: \_\_\_\_\_

Was a temporary surface casing used?  Yes  No If yes, depth of casing: \_\_\_\_\_ feet diameter: \_\_\_\_\_ inches

DEPTH (feet)		SURFACE SEAL / INTERVAL SEAL / FILTER PACK / PACKER INFORMATION		
FROM	TO	SEAL MATERIAL, FILTER PACK and PACKER TYPE and DESCRIPTION	Quantity of Material Used (if applicable)	GROUT DENSITY (lbs./gal., # bag mix, gal./sack etc.)

**Well Development and Well Yield Test Information**

DATE	METHOD	YIELD	Units Check One		DRAWDOWN (ft)	TIME PUMPED (hrs & min)
			GPM	CFS		

**Pump (Permanent)**

Pump Description: JACUZZI Horsepower: 7 1/2 Pump Intake Depth: 387' feet  
 Approximate Maximum Pumping Rate: 44 Well Disinfected upon Completion?  Yes  No

**Comments**

Description of construction activity, additional materials used, problems encountered, extraordinary Circumstances, abandonment procedures. Use additional well data form for more space.  
PUMPED AT 15 GPM FOR 1 HOUR, KICKED IT UP TO 20GPM FOR 1 HOUR  
DREW IT DOWN TO PUMP, LEVELED IT OFF AT 5 GPM.

**Well Driller Statement**

This well was drilled and constructed under my supervision, according to applicable rules and regulations, and this report is complete and correct to the best of my knowledge and belief.

Name SUTTON DRILLING License No. 654  
 Signature: Robert L Sutton Date 5-15-06  
(Person, Firm, or Corporation - Print or Type)  
(Licensed Well Driller)