



Staff Report for Administrative Approval

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on the application for final approval of Long Meadow Subdivision, consisting of 2 lots, located at approximately 3248 E 3350 N, Liberty.

Agenda Date: Wednesday, January 06, 2021

Applicant: Brian & Susan Savitt (Owners)

File Number: UVL120220

Property Information

Approximate Address: 3248 E 3350 N, Liberty

Project Area: 9.62 acres

Zoning: AV-3

Existing Land Use: Agricultural

Proposed Land Use: Residential

Parcel ID: 22-354-0002

Township, Range, Section: T7N, R1E, Section 29 NW

Adjacent Land Use

North:	Agricultural	South:	Residential
East:	Agricultural	West:	Agricultural

Staff Information

Report Presenter: Scott Perkes
sparkse@co.weber.ut.us
801-399-8772

Report Reviewer: RG

Applicable Ordinances

- Title 104, Chapter 6 Agricultural Valley (AV-3) Zone
- Title 106, Subdivisions, Chapter 1-8 as applicable
- Title 108 (Standards) Chapter 7 (Supplementary and Qualifying Regulations) Section 29 (Flag lot access strip, private right-of-way, and access easement standards)
- Title 108 (Standards) Chapter 7 (Supplementary and Qualifying Regulations) Section 31 (Access to a lot/parcel using a private right-of-way or access easement)

Background and Summary

The proposed subdivision consists of two lots and is located in the AV-3 zone (see **Exhibit A**). Lot 1 has frontage and access off of the existing 3350 North Street. Lot 2 will be accessed by a private access easement that was recently approved under file #: AAE 2020-04. With recommended conditions, this subdivision meets the applicable land use standards. The Weber County Land Use Code (LUC) §101-1-7 identifies a new subdivision of three or fewer lots for which no streets will be created or realigned as a "Small Subdivision" which can be administratively approved by the Planning Director.

Analysis

General Plan: The proposal conforms to the Ogden Valley General Plan by maintaining the existing density provided by the current zoning and existing approvals (2016 Ogden Valley General Plan, Land Use Principle 1.1).

Zoning: The proposed subdivision is located in the Agriculture Valley (AV-3) Zone.

The purpose and intent of the AV-3 zone is identified in the LUC 104-6-1 as:

The AV-3 Zone is both an agricultural zone and a low-density rural residential zone. The purpose of the AV-3 Zone is to:

- Designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern;*
- Set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and*

c) *Direct orderly low-density residential development in a continuing rural environment.*

Both lots meet the 150 foot minimum width requirement of the AV-3 zone (Lot 1 = 359.43', Lot 2 = 332.85'). Lots 1 and 2 are both 4.809 acres in area and thereby exceed the 3 acre minimum for residential lots in the AV-3 zone (see **Exhibit B**).

Culinary water and sanitary sewage disposal: Culinary water will be provided by private wells and sanitary sewage disposal will be provided by on-site septic systems. A feasibility letter has been provided by the health department for the septic systems (see **Exhibit C**). The applicant has also submitted a Water Replacement Contract with Weber Basin Water Conservancy District for 3.00 acre-feet of water for both culinary and irrigation use (see **Exhibit D**). Additionally, the applicant has provided a certificate verifying ownership of 12 shares of water in the Pine Canyon Ditch Co., Inc. (see **Exhibit E**). However, per LUC §106-4-2(a)(3), **at least one well permit must be obtained by the Utah State Division of Water Rights prior to recording the final plat.**

Review Agencies: The Weber County Engineering Division, the Weber County Surveyor's Office, Weber-Morgan Health Department, and Weber Fire District have reviewed the proposal. Prior to the subdivision being released for Mylar, all review agencies comments will need to be addressed.

Drinking Water Source Protection Zones: The proposed subdivision is located within Zone 4 of an adjacent drinking water source. Per LUC §108-18-6(d), development may not include any of the following:

- (1) Surface use, storage, or dumping of hazardous waste or material, expressly including industrial or commercial uses of agricultural pesticides (except when such pesticides are used in farming applications within strict compliance of the manufacturer's recommendations of use, subject to inspection by local officials).
- (2) Sanitary landfills.
- (3) Hazardous waste or material disposal sites.

Public Notice: The required noticing for the final subdivision plat approval has been mailed to all property owners of record within 500 feet of the subject property regarding the proposed subdivision per noticing requirements outlined in LUC §106-1-6(b).

Tax Clearance: Property taxes for 2019 have been paid in full. Taxes for 2020 have also been paid in full.

Staff Recommendation

Staff recommends final approval of the Long Meadow Subdivision. This recommendation for approval is subject to all applicable review agency requirements and the on the following conditions:

- 1) A deferral agreement will need to be signed and recorded simultaneously with the final plat for curb, gutter, and sidewalks along the frontage with 3350 North Street. See the attached agreement for your reference.
- 2) The conditions of approval associated with the recently approved alternative access exemption remain in effect as follows:
 - a. The access easement shall comply with the design, safety, and parcel/lot standards, as outlined in LUC §108-7-29. Improvements will be required prior to the issuance of a building permit.
 - b. The applicant shall agree to file the required alternative access agreement, as outlined in LUC §108-7-31, prior to the recording of the future subdivision. See the attached agreement for your reference.
 - c. The improved travel surface of the access easement shall be a minimum of 12 feet wide and shall be capable of supporting 75,000 lbs. In addition, and Per LUC Sec. 108-7-29(a)(5), a turnout measuring 10'x40' will be required at the midpoint of the access easement.
- 3) The subdivision boundary and lot corners shall be set on the site prior to recording of the final plat. This is the developer's responsibility.
- 4) Per LUC Sec. 106-4-2, at least one well permit is required to be obtained prior to the recording of the plat.
- 5) A Private Well Deed Covenant and Restriction is required to be recorded simultaneously with the plat. See the attached covenant for your reference.
- 6) An Onsite Wastewater Disposal Systems Deed Covenant and Restriction is required to be recorded simultaneously with the plat. See the attached covenant for your reference.

This recommendation is based on the following findings:

1. The proposed subdivision amendment conforms to the Ogden Valley General Plan.
2. With the recommended conditions, the proposed subdivision amendment complies with all previous approvals and the applicable County ordinances.

Administrative Approval

Administrative final approval of Long Meadow Subdivision is hereby granted based upon its compliance with the Weber County Land Use Code. This approval is subject to the requirements of applicable review agencies and the conditions of approval listed in this staff report.

Date of Administrative Approval: 1/25/21



Weber County Planning Director

Exhibits

- A. Subdivision Application
- B. Proposed final plat
- C. Septic Feasibility Letter
- D. Water Replacement Contract with Weber Basin Water Conservancy District
- E. Certificate of Water Shares in Pine Canyon Ditch Co., Inc.

Location Map



Weber County Subdivision Application

All subdivisions submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401

Date Submitted / Completed	Fees (Office Use)	Receipt Number (Office Use)	File Number (Office Use)
----------------------------	-------------------	-----------------------------	--------------------------

Subdivision and Property Information

Subdivision Name Long Meadow Subdivision		Number of Lots 2
Approximate Address 3248 E. 3350 N. Eden, UT 84310		Land Serial Number(s) 22-354-0002
Current Zoning	Total Acreage 9.62	
Culinary Water Provider private well / Weber Basin	Secondary Water Provider Water Conservancy Pine Canyon Ditch Co.	Wastewater Treatment septic system

Property Owner Contact Information

Name of Property Owner(s) Brian Jay and Susan Savitt		Mailing Address of Property Owner(s) PO Box 932 Eden, UT 84310
Phone 801-309-6939	Fax	
Email Address savitt77@gmail.com	Preferred Method of Written Correspondence <input checked="" type="radio"/> Email <input type="radio"/> Fax <input type="radio"/> Mail	

Authorized Representative Contact Information


Name of Person Authorized to Represent the Property Owner(s) N/A		Mailing Address of Authorized Person
Phone	Fax	
Email Address	Preferred Method of Written Correspondence Email Fax Mail	

Surveyor/Engineer Contact Information

Name or Company of Surveyor/Engineer tyler Knight, Landmark Surveying, Inc		Mailing Address of Surveyor/Engineer 4646 S. 3500 W. #3 West Haven, UT 84401
Phone 801-731-4075	Fax	
Email Address tyler@landmarksurveyutah.com	Preferred Method of Written Correspondence <input checked="" type="radio"/> Email <input type="radio"/> Fax <input type="radio"/> Mail	

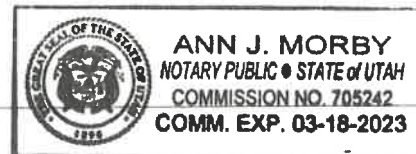
Property Owner Affidavit

I (We), _____, depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) acknowledge that during the subdivision review process, it may be determined that additional requirements, covenants and/or agreements may be required to be constructed or entered into.

 2 Dec 2020
(Property Owner)

 12/2/20
(Property Owner)

Subscribed and sworn to me this 2 day of Dec., 2020



BRIAN W. BENNION, M.P.A., L.E.H.S.
Health Officer/Executive Director

June 5, 2020

Exhibit C



Weber County Planning Commission
2380 Washington Blvd.
Ogden, UT 84401

RE: Brian Jay & Susan Savitt
3248 E 3350 N Eden, UT 84310
Parcel #22-354-0002
Soil log #15019

Gentlemen:

An evaluation of the site and soils at the above-referenced address was completed by staff of this office on July 29, 2020. The exploration pit (s) is located at the referenced GPS coordinate and datum. The soil texture and structure, as classified using the USDA system, are as follows:

Exploration Pit #2B (UTM Zone 12T, Nad 83, 427260 E 4574832 N)
0-32" Loam, Granular Structure
32-81" Very Gravelly Coarse Sandy Loam, Weak Massive Structure, 50% Gravel
81-102" Loam, Massive Structure

Exploration pits should be backfilled immediately upon completion to prevent a hazardous environment that may cause death or injury to people or animals.

DESIGN REQUIREMENTS

Culinary water will be provided by a private well. **The placement of the well is critical so as to provide the required 100 foot protection zone.** The well will need to be dug, tested and the water supply approved prior to issuance of a wastewater disposal permit.

North (New Test Pit #2B Listed Above) and South (Previous Circle N Subdivision Test Pit #2) Test Pit Locations:

Anticipated ground water tables not to exceed 60 inches, fall within the range of acceptability for the utilization of Conventional Wastewater Disposal System as a means of wastewater disposal. Maximum trench depth is limited to 18 inches. The absorption system is to be designed using a maximum loading rate of 0.45 gal/ft²/day as required for the very gravelly coarse sandy loam, weak massive structure soil horizon.

Plans for the construction of any wastewater disposal system are to be prepared by a Utah State certified individual and submitted to this office for review prior to the issuance of a Wastewater Disposal permit.

The following items are required for a formal **subdivision review**: application, receipt of the appropriate fee, and a full sized copy of the subdivision plats showing the location of exploration pits and percolation tests as well as the documented soil horizons and percolation rates. A subdivision review will not occur until all items are submitted. Mylars submitted for signature without this information will be returned

Each on-site individual wastewater disposal system must be installed in accordance with R317-4, Utah Administrative Code, Individual Wastewater Disposal Systems and Weber-Morgan District Health Department Rules. Final approval will be given only after an on-site inspection of the completed project and prior to the accomplishment of any backfilling.

Please be advised that the conditions of this letter are valid for a period of 18 months. At that time the site will be re-evaluated in relation to rules in effect at that time.

Sincerely,

Ryan Klinge
Environmental Health Division
801-399-7160

EDUCATE | ENGAGE | EMPOWER



WEBER BASIN WATER CONSERVANCY DISTRICT Exhibit D

2837 EAST HIGHWAY 193 • LAYTON, UTAH • PHONE (801)771-1677 • SLC (801) 359-4494 • FAX (801) 544-0103

Tage I. Flint
General Manager/CEO

Board of Trustees:

Dee Alan Waldron
President
Morgan County

Kym O. Buttschardt
Weber County

Randy B. Elliott
Davis County

Scott K. Jenkins
Weber County

Marlin K. Jensen
Weber County

P. Bret Millburn
Davis County

Angie Osguthorpe
Weber County

Paul C. Summers
Davis County

Dave Ure
Summit County

November 3, 2020

Brian & Susan Savitt
2745 Nordic Valley Way #932
Eden, UT 84310

Dear Mr. & Mrs. Savitt:

Enclosed for your records, please find a copy of your fully executed replacement water contract with Weber Basin Water Conservancy District.

If you have any questions, please contact our office.

Sincerely,

Sherrie A. Mobley
Administration Manager

SAM/KS/dh

Enclosure

R-10

Account No. 66110

Replacement Contract/Project Untreated

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

Brian & Susan Savitt (herein "Petitioner") hereby applies to the Weber Basin Water Conservancy District (herein "District") for the allotment of the beneficial use of 3.00 acre-feet of untreated replacement water annually, for irrigation and domestic purposes, on land situated in Weber County, Utah, legally described as follows:

Section 29, Township 7N, Range 1E, Acres 9.62

Tax I.D. No.(s): 22-354-0002

Description of Lands:

ALL OF LOT 2, CIRCLE N SUBDIVISION, 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 \$377.19. 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. 49044 in the name of Jeffery Nelson, 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

replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.

6. **OVERUSE.** The amount of water to which the Petitioner is entitled annually shall not exceed the allotted amount as described above. In the event that Petitioner receives water in excess of the allotted amount in any given year, whether intentionally or unintentionally, the Petitioner will be billed for the excess water at a rate or rates fixed from time to time by the Board of Trustees of the District. Payment for use of water in excess of the allotted amount shall be paid within 30 days from notification by the District. Failure to make payment in full by the due date will result in the total amount being levied as a tax lien in future years, and, at the District's sole discretion, in the discontinuation of service until payment in full is received by the District.

7. **UTAH STATE ENGINEER.** 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, and the District will not be obligated to deliver water to the Petitioner as herein provided, until Petitioner first receives an approved exchange application from the Utah State Engineer. It is the responsibility of the Petitioner to obtain such approved exchange application.

8. **DELIVERY OF WATER.** 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 Pineview Reservoir. 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.

9. **WATER SHORTAGE.** 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 drinking water for municipal and domestic use and treated and untreated water for industrial use shall have first priority.

10. **WATER CONSERVATION.** The Petitioner shall, at a minimum, take the following actions to conserve and protect water: (i) keep water use within the District's conservation goals (ii) follow all applicable water use restrictions for landscape watering; (iii) follow all applicable landscape ordinances.

11. **FACILITIES.** The Petitioner shall construct, operate and maintain, without cost to the district, the well 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.

12. **BENEFICIAL USE.** 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 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.

SIGN HERE 
 SIGN HERE 
 Petitioners and Owners of Land above-described

Brian & Susan Savitt
2745 Nordic Valley Way #932
Eden, UT 84310
 Address
savitt77@gmail.com
 Email Address
801-309-6939
 Phone Number

STATE OF UTAH)
 COUNTY OF WEBER : ss.)

On the 1 day of Sept, 2020, before me, Angela Martin a notary
date month year notary public name
 public, personally appeared Brian & Susan Savitt, 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.


 NOTARY PUBLIC SIGNATURE

(SEAL)



ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Brian & Susan Savitt be granted and an allotment of 3.00 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 24 day of September, 2020.

WEBER BASIN WATER CONSERVANCY DISTRICT

BY 
Tage I. Flint, Secretary

(SEAL)



NO []

INCORPORATED UNDER THE LAWS OF

UTAH

12 Shares

Pine Canyon Ditch Co., Inc.

THIS TO CERTIFY

Brian & Susan Savitt
Tucson

is the owner of
Shares of the Capital Stock of

PINE CANYON DITCH CO., INC.

transferable on the Books of the Corporation on surrender
of this Certificate properly endorsed

The Witness Whereof the said Corporation has caused this Certificate to be
signed by its duly authorized officers and its corporate Seal to be hereunto
affixed

this Thirtieth day of August A.D. 1920
Ronie Chambers President
Rose Chambers Secretary

SHARES Par Value \$100.00

EACH