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NE-13-37-10

Farmington Area Pressurized Irrigation District IRRIGATION WATER APPLICATION AGREEMENT

THIS IRRIGATION WATER APPLICATION AGREEMENT made in duplicate this 7th day of OCTOBER, A.D., 1989, in Davis County, State of Utah, between FARMINGTON AREA PRESSURIZED IRRIGATION DISTRICT, a special improvement district with its principal place of business in Farmington, Davis County, Utah, hereinafter referred to as "District", and JAY C. HESS and MICHELLE (his wife) whose mailing address is 921 N MAIN E 1297988 R 2083 P 1035 hereinafter referred to as "User".

CAROL DEAN PAGE, DAVIS CNTY RECORDER
1997 JAN 9 2:25 PM FEE .00 DEP NT
REC'D FOR FARMINGTON AREA PRESSURIZED IR

WITNESSETH:

WHEREAS, the District is organized as a special improvement district and has developed a water distribution system to supply irrigation water to land located within the Irrigation District boundary; and

WHEREAS, the User owns property within the boundary lines of the District and desires to make application for an adequate water supply to irrigate his land.

NOW THEREFORE, in consideration of the mutual promises and covenants contained hereafter, the parties hereto agree as follows:

1. The User hereby applies to the District for a connection to the distribution system and a full water right to irrigate the 0.6412 acres of land owned or under contract of purchase by User situated in Davis County, State of Utah, at the address commonly known as 921 N MAIN, and more particularly described as follows, to-wit: (continue on back if necessary)

Beginning at a point on the westerly line of Highway 106 (a 66 ft. wide road) which is N 89 07'42" E 1590.39 ft. along the quarter section line and northwesterly along said westerly line of highway 106, 117.32 ft. along the arc of a 3404.87 ft. radius curve to the left through a central angle of 1 58'27" (radius point bears S 58 07'19" W from the beginning of the curve) to highway station 468 + 14.7 and N 33 51'08" W 202.38 ft. from the center of section 13, T.3N., RLW, S.L.B. & M. and running thence N 88 57'36" W 326.32 ft. along an existing fence line; thence north 96.88 ft.; thence S 88 57'36" E 260.53 ft; thence S 33 51'08" E 118.09 ft along said westerly line of highway 106 to the point of beginning. 08-052-0135

2. User agrees to pay an initial connection fee of \$_____ for each delivery point located on or adjacent to the above described real property.

3. In addition to the initial connection fee, User agrees to pay to the District an annual water fee in advance each year, within thirty (30) days after billing, during the term of this Agreement. The annual fee is based upon the amount of the acreage of the real property set forth above. User agrees to pay for the right to use such water whether or not he actually takes or uses it. User agrees to advise the District, in writing, of any change of address or ownership.

4. This Agreement shall run with the land described above and shall be binding upon the representatives, successors and assigns of the User and cannot be transferred to any other parcel of land located within the District.

5. If the amount of real property set forth above is reduced by sale or other conveyance, the amount of the charge for the water shall be proportionally reduced upon application by the User to the District. However, any property divided off from the property described herein shall not be entitled to use of the water of the District until the new owner has applied for and paid to the District any connection fees or charges for the use of the water.

6. User agrees to not permit anyone to connect to any water line which serve the above entitled property or is located thereon.

7. Should User breach this Agreement in any way or fail to pay the water charge within one hundred twenty (120) days after he is mailed any invoice or bill, the User agrees that the District may immediately terminate the water service to the above described property until all monies due from the User to the District for water use have been paid in full. If the User's line is disconnected from the District's distribution system for failure to pay fees due, or at the request of the User, User agrees to pay a new connection fee in the amount then in force if the line is ever re-connected. If the water is just turned off for failure to pay fees due, or for other just cause as determined by the District, a ONE HUNDRED DOLLAR (\$100.00) service fee will be charged before service will be restored. Nothing herein shall be construed to deprive the District of any remedy at law or in equity to recover for the breach of any provisions of this Agreement by User.

8. In the event there is a shortage of water resulting from drought, prior or superior claims, breakage of any water line, or other causes not within the reasonable control of the District, no liability shall accrue against the District or any of its officers, agents or employees for any damage, direct or indirect, arising therefrom and any charges due by User shall not be reduced because of any such shortage or damage. Deliveries of water allotted pursuant to this Agreement shall be reduced in the proportion that the number of acre-feet of such shortage of water bears to the total number of acre-feet herein subscribed for by User.

9. User agrees to abide by all the rules and regulations now presently in force or hereafter adopted by the District.

10. In the event either party is required to enforce the terms of this Agreement, the defaulting party agrees to pay all costs of enforcement, including a reasonable attorney's fee whether or not litigation is actually commenced.

11. This Agreement shall remain in full force and effect year to year unless either of the parties notifies the other, in writing, at least sixty (60) days prior to the end of the current calendar year.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

DISTRICT: FARMINGTON AREA
PRESSURIZED IRRIGATION DISTRICT
By: [Signature]
USER: Jay C. Hess
Michelle Hess

STATE OF UTAH }
County of Davis } ss.

On the 13th day of October, A.D., 1989, personally appeared before me, JAY C. HESS Michelle Hess who duly acknowledged to me that they executed the above and foregoing document.

[Signature]
NOTARY PUBLIC

Farmington, Utah
Residing At

1-12-91
My Commission Expires