

RETURNED

Customer no. 373

FEB 25 2002

Property no. 1488

Farmington Area Pressurized Irrigation District
IRRIGATION WATER APPLICATION AGREEMENT

AGREEMENT made in duplicate this 1 day of Nov., 20 01, between:

Vince Hess

and

FARMINGTON AREA PRESSURIZED
IRRIGATION DISTRICT
485 East Shepard Lane
Kaysville, Utah 84037
(the "District")

947 No. Main

Farmington ut 84025
("User" Mailing Address)

71/2-13-37-14

E 1731846 B 2991 P 113
SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 FEB 25 8:07 AM FEE .00 DEP MT
WITNESSETH: REC'D FOR FARMINGTON AREA PRESSURIZED IR

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 District boundaries; and User owns property within the boundary lines of the District and desires to make application for water to irrigate User's land;

NOW, THEREFORE, the parties agree as follows:

1. User hereby applies to the District for a connection to the District's distribution system (Service connection category type: Residential; Agricultural; or Special need) and a full water right to irrigate the 21.57 acres of land owned or under contract to purchase by User situated in Davis County, State of Utah, at the address Commonly known as (property address) Reduced acres 8.00 and more particularly described as follows (the "Property"):

Tax Serial Number (08-052-0042) (08-052-0134) (08-052-0013) (08-052-0164)
Subdivision:
Lot Number: 08-052-0195
Legal Description: SEE ATTACHED

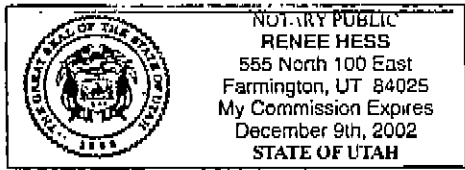
- 2. For each distribution delivery point located on or adjacent to the Property, User shall pay an initial application agreement fee of \$300.00, plus the cost of installation, for a total of \$ paid.
- 3. The parties covenant and agree to all of the General Provisions set forth on page 2 of this Agreement.

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

USER.
Vince Hess
Phone # 451-2109

DISTRICT: FARMINGTON AREA
PRESSURIZED IRRIGATION DISTRICT
By: Renee Hess
Title: ASST. OFFICE MGR.

STATE OF UTAH }
COUNTY OF DAVIS } ss.



The foregoing instrument was acknowledged before me this 1 day of Nov., 20 01 by _____, the above-named User.

Renee Hess
Notary Public

GENERAL PROVISIONS

E 1731846 B 2991 P 114

- A. In addition to the initial service fee, User shall pay to the District an annual water fee (in advance of the irrigation season each year) within thirty (30) days after billing. The annual fee is based upon the amount of the acreage of the Property. User agrees to pay for the right to use such water whether or not User actually takes or uses it.
- B. If the amount of Property set forth above is reduced by sale or other conveyance, the amount of the annual fee for the water shall be proportionally reduced upon application by User to the District. However, any property divided off from the Property shall not be entitled to use the water of the District until the new owner has applied, and paid to the District required service fees, for the use of the water.
- C. User shall not permit anyone to connect to any water line which serves the Property or is located thereon.
- D. User covenants and agrees to abide by all of the District rules, regulations, and policies now presently in force or hereafter adopted by the District.
- E. Any and all delinquent sums owed hereunder by User shall bear interest at the rate of 18% per annum until paid in full. Any and all sums owed hereunder (including interest) shall constitute a lien against the Property.
- F. This Agreement and the covenants of User herein shall run with the Property and shall be binding upon the representatives, successors and assigns of User and cannot be transferred or assigned to any other parcel of land located within the District boundaries.
- G. If User fails to pay sums owed hereunder within thirty (30) days after due date, or in any other way breaches this Agreement, then in addition to the District's other rights and remedies available at law or in equity, the District shall have all of the following rights and remedies, which shall be cumulative:
- (1) The District may terminate water service to the Property;
 - (2) The District may foreclose its lien against the Property, as a mortgage; and
 - (3) The District may bring suit to recover the delinquent sums owed or to recover damages or seek such other remedies as are appropriate.
- H. If User's line is disconnected from the District's distribution system for failure to pay fees due, or at the request of User, User agrees to pay a new service fee in the amount then being assessed by the District, before the line is reconnected.
- I. In the event there is a shortage of water resulting from drought, prior or superior claims, breakage of any water line, or other causes, no liability shall accrue against the District or any of its trustees, 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 and damage. Deliveries of water allotted pursuant to this Agreement shall be reduced in the proportion that the number of acre-feet of the District's shortage bears to the total number of acre-feet subscribed for by all users of District water.
- J. 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.
- K. This Agreement shall remain in full force and effect from 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.

LILD LAND INDEX SYSTEM LEGAL DESCRIPTION

SERIAL# 08-052-0195 ACRES 14.775 ACRE PAGE 1. INFO DATE 02/14/2002
TAX NAME 2003: FLYING U PROPERTIES II, LC, -ETAL-
PROP. ADDRESS:

E 1731846 B 2991 P 115

LEGAL DESCRIPTION:

BEG ON THE E LN OF THE STATE HWY AT A PT S 89°52'45" W 652.50 FT & N 28°17' W 37
2.20 FT & N 21°12' W 43.0 FT FR THE SE COR OF THE NW 1/4 OF SEC 13-T3N-R1W, SLM;
& RUN TH N 21°12' W 278.40 FT, M/L, ALG THE E'LY LN OF A HWY TO THE NW COR OF G
RANTORS' PPTY; TH ALG THE N LN OF GRANTORS' LAND N 88°59'55" E 1922.49 FT; TH S
07°39' E 200.84 FT; TH N 83°07'13" E 136.16 FT TO THE NW COR OF GRANTEES' EXISTI
NG PREMISES; TH ALG THE W LN OF GRANTEES' EXISTING PREMISES S 25°33' E 93.75 FT;
TH S 26°32' E 109.30 FT, M/L, TO THE S LN OF GRANTORS' LAND; TH ALG SD S LN N 8
9°06' W 1977.60 FT TO THE E'LY LN OF A FRONTAGE ROAD; TH NW'LY ON A 75 FT RADIUS
CURVE TO THE LEFT 117.83 FT TO THE POB. ALSO: LESS & EXCEPTING: BEG ON THE W'
LY LN OF A HWY 66.0 FT IN WIDTH AT A PT N 89°07'42" E 1590.39 FT ALG THE 1/4 SEC
LN & NW'LY 117.32 FT ALG THE ARC OF A 3404.87 FT RADIUS CURVE TO THE LEFT ALG S
D HWY THROUGH A CENTRAL ANGLE OF 1°58'27" (RADIUS PT BEARS S 58°07'19" W FR THE
BEG OF CURVE) TO HWY STATION NO. 468+14.7 & N 33°51'08" W 202.38 FT ALG SD HWY F
R THE SW COR OF THE NE 1/4 OF SEC 13-T3N-R1W, SLM; & RUN TH N 88°57'36" W 326.32
FT ALG AN EXISTING FENCE LN; TH N 96.88 FT; TH S 88°57'36" E 260.83 FT TO THE W
'LY LN OF SD HWY; TH S 33°51'08" E 118.06 FT ALG SD HWY LN TO THE POB. CONT. 1

LILD LAND INDEX SYSTEM LEGAL DESCRIPTION

SERIAL# 08-052-0195 ACRES 14.775 ACRE PAGE: 2 INFO FOR DATE 02/14/2002
4.775 ACRES TOGETHER WITH A DESC R/W.

LILD LAND INDEX SYSTEM LEGAL DESCRIPTION

SERIAL# 08-052-0013 ACRES .398 ACRES PAGE 1. INFO DATE 02/14/2002
TAX NAME 2003: HESS, VINCE C & SUZANNE L
PROP. ADDRESS: 947 NORTH MAIN STREET FARMINGTON

LEGAL DESCRIPTION:

BEG 9.60 CHS N & N 88°15' E 17.85 CHS & S 147.61 FT & E 83.30 FT FR CEN SEC 13-T
3N-R1W SLM; TH S 32°30' E 150 FT M/L TO THAT LINE DESC IN BNDRY LINE AGREEMENT I
N 1306-1081; TH N 88°57'36" W 175.44 FT; TH N 25°33' W 93.75 FT M/L TO S LINE OF
LAMBSON PARCEL; TH N 74°56'37" E 140 FT TO POB. CONT. 0.398 ACRES.

LILD LAND INDEX SYSTEM LEGAL DESCRIPTION

SERIAL# 08-052-0164 ACRES 6.4 ACRES PAGE 1. INFO DATE 02/14/2002
TAX NAME 2003: FLYING U PROPERTIES II, LC, -ETAL-
PROP. ADDRESS:

LEGAL DESCRIPTION:

A PT OF THE N 1/2 OF SEC 13-T3N-R1W, SLM; BEG AT A PT WH IS S 89°32'27" E 461.09
FT FR THE CENTER OF SD SEC 13, & RUN TH N 73°16'20" E 31.99 FT; TH N 28°10'09"
E 54.56 FT; TH N 72°28' W 15.99 FT; TH N 11°31'43" E 91.02 FT; TH N 24°42'50" E
151.15 FT; TH S 89°07'15" E 849.68 FT TO THE W LINE OF STATE RD 106; TH S 33°01'
58" E 220.11 FT; TH N 88°37'15" W 143.80 FT; TH S 1°22'45" W 114.90 FT TO AN EXI
STING FENCE; TH TWO COURSES ALG SD FENCE AS FOLLOWS: N 89°24' W 935.05 FT & N 44
°57'26" W 14.96 FT TO THE POB. CONT. 6.40 ACRES SUBJ TO A 20 FT R/W & ESMT