

E 2811718 B 6053 P 430-432  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
07/03/2014 01:26 PM  
FEE \$0.00 Pgs: 3  
DEP RT REC'D FOR BENCHLAND WATER DISTRICT

### Benchland Water District Irrigation Water Application Agreement

Customer No: 373

Property No: 1488

Agreement made this 28<sup>th</sup> day of May, 2014, between:

PROPERTIES PIONEER LEGACY  
947 N MAIN ST  
FARMINGTON, UT 84025

AND

Benchland Water  
485 E Shepard Lane  
Kaysville, UT 84037  
(the "District")

**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 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:

- User hereby applies to the District for a connection to the District's distribution system (Service connection category type: X Residential;        Agricultural; or        Commercial) and a full water right to irrigate the 14.17200 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): 947 N MAIN ST and more particularly described as follows (the "Property"):

**Tax Serial Number:** 080520220 ,080520013,080520221

**Subdivision:** TOWNSHIP

**Lot Number:**

**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 372.20 FT & N 21°12' W 43.0 FT & N 21°12' W 278.40 FT, M/L, ALG THE E'LY LN OF A HWY & N 88°59'55" E 76.87 FT FR THE SE COR OF THE NW 1/4 OF SEC 13-T3N-R1W, SLM; SD PT BEING ON THE E LN OF PPTY DESC IN FINAL JUDGMENT OF CONDEMNATION RECORDED SEPT 27, 2007 AS E# 2309180 BK 4376 PG 395; & RUN TH ALG THE N LN OF GRANTORS' LAND N 88°59'55" E 1845.62 FT; TH S 07°39' E 200.84 FT; TH N 83°07'13" E 136.16 FT TO THE NW COR OF GRANTEES' EXISTING 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 89°06' W 1930.88 FT TO THE E'LY LN OF PPTY DESC IN SD JUDGMENT; TH ALG SD PPTY THE FOLLOWING FIVE COURSES & DIST: N 17°23'24" W 34.65 FT; TH N 67°59'33" W 46.98 FT TO A PT DESIGNATED AS POINT "A" IN THE DESC FOR SD JUDGMENT; TH N 18°36'36" W 254.22 FT; TH S 67°56'32" W 20.91 FT; TH N°LY 40.35 FT, M/L, ALG THE ARC OF A 4953.57 FT RAD CURVE TO THE LEFT (NOTE: CHORD TO SD CURVE BEARS N 22°10'32" W FOR A DIST OF 40.35 FT) TO A PT DESIGNATED AS POINT "B" IN SD JUDGEMENT TO THE POB. 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 SD 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 FR 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. 14.172 ACRES TOGETHER WITH A DESC R/W (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.) ~~See~~ *see attachment*

- For each distribution delivery point located on or adjacent to the Property, User shall pay an initial application agreement fee of \$300.00, an impact fee if applicable, plus the cost of installation, for a total of \$ 0.00 PAID IN FULL ON 6/29/1976.
- 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: X Matthew V. Hess

BENCHLAND WATER DISTRICT

Phone #: 801-664-9182

BY: Jennifer Holbrook

Date: 5-28-14

Title: Customer Service Rep

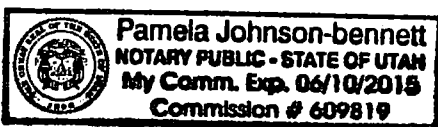
STATE OF UTAH

SS

COUNTY OF DAVIS

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of June, 2014 by

Matthew V. Hess, the above-named User,



Pamela Johnson-bennett  
Notary Public

## GENERAL PROVISIONS

In addition to the initial service fee, User shall pay to the District an annual water use fee (in advance of the irrigation season each year) within thirty (30) days after billing. The annual use charge is determined by the number of service connections and the total cubic acre feet of irrigation water here-in specified in this Irrigation Water Agreement.

If the amount of Property set forth above is changed by sale or other conveyance, the amount of the annual fee for the water shall be based upon the agreed recalculated cubic acre feet of water used. 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 all required service fees, for the use of the water.

Users shall not permit anyone to connect to any water line which serves the property or is located thereon.

User covenants and agrees to abide by all of the Districts rules, regulations and policies presently in force or hereafter adopted by the District.

Any and all delinquent sums owed hereunder by User shall bear interest at the rate of 18 0/0 per annum until paid in full. Any and all sums owed hereunder (including interest) shall constitute a lien against the Property.

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.

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:

The District may terminate water service to the Property;

The District may foreclose its lien against the Property, as a mortgage; and

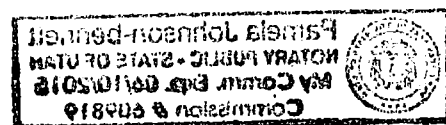
The District may bring suit to recover the delinquent sums owed or to recover damages or seek such other remedies as are appropriate.

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.

In the event there is a shortage of water resulting from drought, prior or superior claim, 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 there-from 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.

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

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.



2811718  
BK 6053 PG 432

80520221 - PIONEER LEGACY PROPERTIES II LC - 947 NORTH MAIN ST FARMINGTON UT 84025

6.47300 A PART 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 EXISTING 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 ALSO: BEG AT THE CENTER OF SEC 13-T3N-R1W, SLM, RUN TH S 89°32'27" E 461.09 FT, TH S 44°57'26" E 14.96 FT TO THE N LINE OF TRACT OF HORTON BOURNE (1950), TH W'LY TO A PT S LINKS S OF POB; TH N 5 LINKS TO POB. CONT. 0.073 ACRES TOTAL ACREAGE 6.473 ACRES

80520013 - HESS, SUZANNE L - TRUSTEE - 947 NORTH MAIN ST FARMINGTON UT 84025

BEG 9.60 CHAINS N & N 88°15' E 17.85 CHAINS & S 147.61 FT & E 83.30 FT FR CENTER SEC 13-T3N-R1W, SLM; TH S 32°30' E 150 FT, M/L, TO THAT LINE DESC IN BNDRY LINE AGREEMENT IN 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.