Property No: 4974

Benchland Water District WATER APPLICATION AGREEMENT

| AGREE | MENT made this | 23 day of | Feb | , 20_7 between: |
|--|--------------------------------|---|--|--|
| I-TRANSACT Clo Main Street 314 SO. 300 FARMING ton U | HOLDINGS West | and | 48 Ka | enchland Water District 35 E Shepard Lane aysville, UT 84037 ae "District") |
| | | WITNESS | ЕТН: | |
| irrigation water to land lo to make application for w | cated within the Distri | ict boundaries; and User of land; | district and has deve | cloped a water distribution system to supply the boundary lines of the District and desires |
| Residenti of land owned or under co address) 3/4 5 Tax Serial Numb Subdivision: Lot Number: | ial;Agontract to purchase by o | T WH IS N 0°07'50" W 873.14 0°07'50" W 20.00 FT; TH S 89 -1994 BK 1729 PG 50; TH S 8 | Commercial) and pounty, State of Utah, and more particular for ALG THE SEC LN 19752'10" W 251.88 FT; T | em (Service connection category type: l a full water right to irrigate the 1.79 acres at the address commonly known as (property larly described as follows (the "Property"): FR THE SE COR OF SEC 24-T3N-R1W, SLM; & RUN TH H DUE N 30.06 FT TO THE S LN OF THE PPTY CONV IN O THE STATE ROAD COMMISSION PPTY; TH S TT TO THE PPTY CONV IN DEED RECORDED 7-31-1987 |
| iee of \$300.00, plus the co | ost of installation, for a | ated on or adjacent to the a total of \$ | · 1/ə | · |
| | | | | d year first above written. |
| USER: 20 Sh | 64925 | <u>-</u> | BE By: | NCHLAND WATER DISTRICT Rence Panale |
| Phone #: 80 C | SS Struggent was acknowled | | RECORDER M | e: TOFFICE MGR |
| | | JEFFERY P. WILCOX Notery Public, State of My Commission Expi November 01, 2010 314 South 200 Wed, Farmington, U | ires $\left\{ \begin{array}{c} \mathcal{U} \end{array} \right.$ | Huy f. Wilcox Notary Public |

GENERAL PROVISIONS

BK 4805 PG 316

- A. 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.
- B. 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 recalculated based on the agreed upon 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.
- C. Users 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 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.
- 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 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.

