

Farm 344-6-4

FARMINGTON AREA PRESSURIZED IRRIGATION DISTRICT IRRIGATION WATER APPLICATION AGREEMENT

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THIS IRRIGATION WATER APPLICATION AGREEMENT made in duplicate this 28th day of June A.D., 1976, 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",

E 1298050 B 2084 P 1 CAROL DEAN PAGE, DAVIS CNTY RECORDER 1997 JAN 10 7:32 AM FEE .00 DEP NT REC'D FOR FARMINGTON AREA PRESSURIZED IR

and Shelby M. Bentley

and Ruth C. Bentley, (his wife), hereinafter referred to as "User".

WHEREAS, the District is organized as a special improvement district under Title 17-6 of Utah Code Annotated 1953, as amended, to supply irrigation water to the land located within the Irrigation District boundaries; and in order to obtain funds to construct an irrigation distribution system to service the area, the District has arranged for a loan from the United States under the provisions of the Small Reclamation Projects Act of 1956, as amended; and

WHEREAS, the loan funds will not be advanced to the District by the United States until the District has obtained from the landowners in the area to be supplied with such water, a commitment to pay their pro-rata share of the amount to the District's loan obligation; and

WHEREAS, the District has contracted with the Weber Basin Water Conservancy District for the right to use Weber Basin Project irrigation water and has agreed to pay for said water in annual installments; and

WHEREAS, the District is entering into Agreements with the irrigation companies within the area to lease or purchase all of their water rights including distribution systems; 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 premises and the promise of the District to diligently pursue its plan for the acquisition of said water and the construction of said distribution system, the User agrees as follows:

1. The User hereby applies to District for the allotment of the beneficial use of 2.0 acre-feet of water for the irrigation of .575 acres of land owned or under contract of purchase by user, situated in Davis County, State of Utah, and particularly described as follows, to-wit:

Beg at pt 6.18 ft E fr NW cor Lot 4, Blk 6, Plat A, Farm Ts, E 75 ft, S 334.35 ft, W 75 ft, N 334.35 ft to beg. Cont. .575 Acres.

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and the User agrees to purchase and pay for the right to use such water as distributed to him through the pressure irrigation system of the District, whether or not he actually takes or uses it, as hereinafter set forth. The said prices and fees have been arrived at by considering the annual contract commitments which the District has or will make to the United States Government, Weber Basin Water Conservancy District and Davis Creek Irrigation Company, Steed Creek Irrigation Company, North Cottonwood Irrigation Company, Haight-Bench Irrigation Company and Shepard Creek Irrigation Company and also the cost of operation, maintenance and replacement, development charges, delinquent accounts and other similar obligations. The User agrees to pay his pro-rata share of all payments to the United States by reason of the loan mentioned above. The amounts are to be paid in advance and are itemized as follows:

- A. An initial connection fee for each delivery point of: (1) \$150.00 if paid before July 1, 1976. (2) if paid before day of 19. B. \$6.00 annually per acre foot of water applied for herein. C. An amount of \$70.00 annually for each delivery point provided for the land described above. In the event of the division of the said land into separate ownerships served from the same delivery point, the said charge of \$70.00 annually shall be made for each parcel in new ownership. D. An annual charge after construction of the system is completed, for operation, maintenance and replacement costs on a per acre-foot basis for water applied for, as determined by the District. 2. This Agreement for the right to use water and have water distributed and made available to the User, and the obligation to pay the above amounts, shall run with the land and shall be binding upon the successors and assigns of the User. If User sells his entire tract of land as described above, he will be released from this Agreement upon the purchaser signing an acceptance of this Agreement, and upon the District approving such assignment. 3. In addition to the initial connection fee as hereinabove set forth, the User agrees to pay for the actual cost of connecting and also the cost of a water valve to serve his real property. The size of the valve and lateral line will be determined by the engineer of the District. 4. In the event any of the amounts herein required to be paid are not paid strictly within the time limits herein specified, and if no other time is specified, then within thirty (30) days after receipt of invoice or bill, the User consents that his irrigation water supply may be stopped and service to him may be completely suspended until all monies due from the User to the District for water used or subscribed for or any other obligations of the User under this Agreement have been paid in full; provided however, 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 the User. 5. In the event there is a shortage of water resulting from drought, prior or superior claims, breakage of the line, or other causes not within the reasonable control of the District, no liability shall accrue against the District, the Weber Basin Water Conservancy District or the United States or any of their officers, agents or employees, for any damage, direct or indirect, arising therefrom; and the payments of the District provided for herein 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.

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6. The District will establish rules and regulations governing the distribution and use of irrigation water, which shall be uniform throughout the area served by the District. User agrees to abide by all such rules and regulations.

7. The provisions of all applicable laws of the State of Utah shall be binding upon the User; and this Agreement is made subject to the contracts between the District and Weber Basin Water Conservancy District and the re-payment contract between the Weber Basin Water Conservancy District and the United States and as the same may be amended or supplemented, and any contracts that may be entered into by this District and the United States for the re-payment of money borrowed by District for the construction of the said distribution system.

8. The parties hereto agree that they will comply fully 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.

9. In the event any legal action is necessary to enforce the terms of this Agreement, the defaulting party agrees to pay all reasonable costs of enforcement, including a reasonable attorney's fee.

10. This Agreement shall remain in full force and effect until the obligations of the District to the United States of America above referred to, have been fully paid and discharged and so long thereafter as the District and User shall mutually agree; provided that if construction is not commenced on said pressure irrigation system within two years after the date first above written, then this Agreement shall be void and any connection fee paid refunded to User.

IN WITNESS WHEREOF, the undersigned have caused this Irrigation Water Application Agreement to be duly executed as of the date first above written.

USER:

Shelby M. Bentley
Ruth C. Bentley

DISTRICT:

FARMINGTON AREA PRESSURIZED IRRIGATION DISTRICT

By _____

STATE OF UTAH)
 : ss
County of Davis)

On the *28th* day of *June*, A.D., 19 *76*, personally appeared before me,

Shelby M. Bentley, Ruth C. Bentley

, two of the signers of the foregoing Agreement, who duly acknowledged to me that they executed the same.

John S. Larsen

NOTARY PUBLIC

Residing at:

SALT LAKE CITY, UTAH

My Commission Expires:

Oct 5, 1978

