

5

DOC # 20110023828

Agreement Page 1 of 5
Russell Shirts Washington County Recorder
08/04/2011 01:49:53 PM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST



When Recorded Return To:

Washington County Conservancy District
533 E. Waterworks Drive
St. George, Utah 84770

**PETITION FOR RESIDENTIAL WATER SERVICE AND AGREEMENT BETWEEN THE
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT AND OWNER OF
PROPERTY IN THE EAST LEEDS/HURRICANE VALLEY SERVICE AREA**

**AND
NOTICE OF LIEN**

Parcel Number: GMSR-5A-91-
HV

Legal Description: (insert or attach as Exhibit A)
GRASSY MEADOWS SKY RANCH 5A (-) Lot: 91

EWR LLC

Property Owner/Petitioner's Name (Last, First, Middle)

4442 So. 1600 W
Mailing Address

HURRICANE, UTAH 84737
City, State, Zip

435-773-1573
Telephone No.

Corporate/Partnership/Trust Name & Date
(If Applicable)

Petitioner, who owns the above-described property and is or desires to be a water user in the Hurricane Valley Water System Water Service Area, in consideration for residential water service from the Washington County Water Conservancy District (WCWCD) agrees:

1) **Payment of Fees and Charges.** Fees and charges shall be paid in accordance with the currently applicable Fee Schedule. Such fees and charges shall include the following:

a) **Water Availability Fee.** An initial Water Availability Fee shall be due and payable upon execution of this Petition, unless previously paid at the time of platting or sale of the lot.

b) **Connection Fees.** A Meter Connection Fee shall be due and payable prior to the date Petitioner's meter is connected.

c) **Standby Fee.** For lots that do not immediately connect to the system, a Standby Fee for water availability shall be due and payable as billed until the Petitioner's meter is connected, at which time the Water Service Fee shall apply. If Petitioner fails to pay any Standby Fee when due, no connection shall be made until Petitioner has paid all delinquent

Standby Fees, Late Fees and Collection Costs and interest thereon at the established Interest Rate, as applicable. If Petitioner fails to pay the Standby Fee for any ninety (90) day period, water availability will no longer be maintained for the lot and the then applicable Water Availability Fee will be due as a condition of connection to the system. Furthermore, if no Water Availability Fee was previously paid to obtain water serviced to the property, the WCWCD may charge the then applicable Water Availability Fee as a condition of connection to the system.

d) Water Service Fee. From the date Petitioner connects to the system, the Water Service Fee shall be due and payable as billed.

e) Late Fees and Collection Costs. A Late Fee on any Water Service Fee not paid by the due date shall be due, and Interest shall accrue at the established Interest Rate on Water Service Fees and Late Fees. The Petitioner further agrees to pay all costs, including attorney's fees, incurred by the WCWCD in collecting any delinquency or in enforcing this Agreement.

2) Adjustments to Fees and Charges. Fees and Charges may be adjusted from time to time by WCWCD.

3) Lien. The undersigned further affirms that he/she/it is the owner of the above-described real property and agrees that any Fees and Charges not paid when due shall constitute a lien on the real property served and authorizes the recording of this Agreement as a notice of lien for any such Fees and Charges.

4) Discontinuation of Service. If Petitioner becomes delinquent for more than thirty (30) days in payment of charges or fees or breaches this Agreement in any other way, the WCWCD shall have the right to discontinue all services until all Fees and Charges and a reasonable collection charge have been paid in full to the WCWCD and the Petitioner is no longer in breach of the Agreement. In addition, the WCWCD may disconnect the meter and water lines serving the Petitioner in order to effect discontinuation of services. Petitioner shall pay the Minimum Fee for Resumption of Service before service is resumed. However, if the meter has been disconnected, Petitioner shall pay the Meter Connection Fee before service is resumed.

5) Rules and Regulations. Petitioner shall abide by the rules and regulations now and hereafter adopted by the WCWCD.

6) Septic Density. Petitioner shall meet the applicable septic density requirements or shall install a sewage treatment system of adequate standards to ensure that ground water quality is not affected, as approved by the WCWCD, or shall obtain sewer service from a public entity acceptable to the WCWCD.

7) Cross Connections. Petitioner shall not install any cross connections and shall prevent any backflow to the WCWCD's delivery facilities. The WCWCD has the right to inspect Petitioner's plumbing for cross connections and other public health hazards.

8) Water Shut Offs. The WCWCD has the right at any time, without notice, to shut off or curtail water service in the event of a water scarcity, or to repair or maintain the WCWCD's water system.

9) Guarantee. If Petitioner is a corporation, partnership or other entity, the undersigned individual, signing for the Petitioner, personally guarantees performance of all obligations set forth in this Agreement, including but not limited to payment of all Fees and Charges.

10) Petitioner's Obligation for Water Line. Petitioner has the obligation to construct, operate and maintain, repair and replace, at its sole expense and according to specifications approved by the WCWCD, any water line from the WCWCD's water meter to the Petitioner's property.

11) Method of Payment, Protest. Petitioner shall be bound by the provisions of the Utah Water Conservancy District Act. Nothing contained herein shall be construed to exempt Petitioner from paying taxes levied pursuant thereto. The WCWCD shall bill monthly or, in the alternative, insofar as authorized by law, the WCWCD may elect to have fees and charges assessed and collected annually as part of the annual property tax collection and shall be entitled to a tax lien therefor. Petitioner must protest any bill in writing within fifteen (15) days of its postmark date, or the protest is waived.

12) Acceptance by WCWCD. Upon written acceptance by the WCWCD, this Petition will establish the Agreement governing the rights and obligations between the Petitioner and the WCWCD concerning the water service described herein.

13) Authorization. Each individual executing this Agreement does represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs. Petitioner further warrants that he/she/it is the owner of the real property for which water service is provided under this Agreement.

14) Covenants to run with the land. The parties intend, declare and covenant that the rights and obligations set forth in this Agreement shall run with the land, shall survive closing, shall not merge with any document of title and shall be binding upon Petitioner's successors and assigns. Upon execution of this Agreement by a successor in interest on a lot or parcel covered by this Agreement, and payment in full of all fees and charges due and owing to the WCWCD for that lot or parcel, Petitioner shall be relieved from further obligations under this Agreement as to that lot or parcel.

15) Annexation. If annexation to any municipality is proposed, Petitioner hereby consents to said annexation.

16) Partial validity. If any portion of this Agreement shall be held invalid or inoperative, then insofar as is reasonable and possible:

- a. The remainder of this agreement shall be considered valid and operative, and
- b. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

17) Waiver. The waiver by the WCWCD of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the WCWCD.

PETITIONER'S SIGNATURE and ACKNOWLEDGMENT

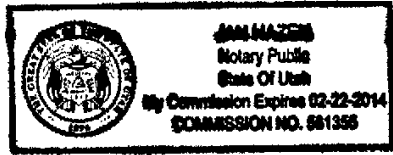
CORPORATION/PARTNERSHIP

7-18-11
Date

ERW LLC
Corporate/Partnership Name-Petitioner
Manager
Title
[Signature]
Signature

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

On the 19TH day of JULY, 20 11, personally appeared before me
ROBERT M ELLIOTT (NAME), MANAGER/MEMBER (TITLE) of
ERW, LLC A UTAH LIMITED LIABILITY CO (CORPORATION/PARTNERSHIP), who duly
acknowledged to me that he/she executed the foregoing instrument on behalf of said
Corporation/Partnership, by appropriate authority, and that said instrument was the act of the
Corporation/Partnership for its stated purpose.



[Signature]
NOTARY PUBLIC

7/22/11
Date

[Signature]
Accepted by WCWCD

EXHIBIT A

Lot(s) 91 GRASSY MEADOW SKY RANCH
Subdivision, Phase 5A, as per plat thereof recorded in the office of the Washington
County Recorder, State of Utah.