

Benchland Water District

Water Application Agreement

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BK 4805 PG 305

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/25/2009 01:45 PM
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ISTRIC

Customer No: 5431

Property No: 5556

Agreement made this 20 day of Feb, 2009, between:

NATHAN D. MILLER
2107 W. DAKOTA DR.
FARMINGTON UT 84025

and

Benchland Water District
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:

1. 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 .24 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):
SAME and more particularly described as follows (the "Property"):
Tax Serial Number: 08-398-0314
Subdivision:
Lot Number:
Legal Description: SEE PAGE 2
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:

X Nathan Miller
Phone #: 801-451-7450

BENCHLAND WATER DISTRICT

By: Renee Parnell
Title: OFFICE MGR

STATE OF UTAH

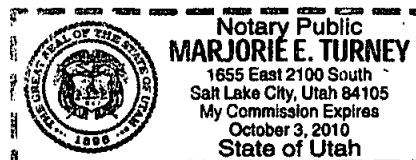
SS

COUNTY OF DAVIS

The foregoing instrument was acknowledged before me this 20th day of February, 2009 by

Nathan Miller, the above-named User.

Marjorie E. Turney
Notary Public



GENERAL PROVISIONS

- 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.
- I. 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.

83980314 MILLER, NATHAN D & KAMELA J 2107 W DAKOTA DR
 FARMINGTON FARMINGTON UT 84025 2107 WEST DAKOTA DR
 SUBDIVISION NO 3. CONT. 0.24000 ACRES. 0.24000 ALL OF LOT 314, HUNTERS CREEK