

PRIVATE WATER UTILITY AGREEMENT

This agreement is entered into on this 25 day of Nov, 2024 between the Nibley City, a political subdivision organized under the laws of the State of Utah, hereinafter referred to as "City" and "Ryan Recovery Aragon", hereafter referred to as "Owner." City and Owner are jointly referred to as "Parties."

WHEREAS, Owner desires to install privately owned water infrastructure within Nibley Coach, _____, 2810 S 800 W, Nibley, UT 84321 (Subdivision/or Parcel #) (County Record Entry #, if applicable) (Address) (City) Utah, to service proposed development of the property described above, with this agreement to the property/system intended to run with the property described above and be binding on successors and assigns of the proposed development in perpetuity; and

WHEREAS, the proposed privately-owned water infrastructure is located on Owner's property and intended to be designed and installed to service only the development as generally shown in the approved construction plans for the proposed development, on file with the City; and

WHEREAS, the privately-owned water infrastructure installed by Owner is classified by the State of Utah, Division of Drinking Water Regulations as a Public Water System pursuant to administrative rules promulgated by the Drinking Water Board as authorized by Title 19, Environmental Quality Code, Chapter 4, Safe Drinking Water Act; and

WHEREAS, City is required by State of Utah, Division of Drinking Water Regulations, to provide services related to Public Water Systems in the City's jurisdiction; and

WHEREAS, City will perform services on the Owner's property to comply with State of Utah, Division of Drinking Water Regulations for Public Water Systems,

NOW THEREFORE, the parties, in consideration of their mutual promises and covenants, agree as follows:

1. Owner shall notify City of any repair or additional connections made to the private water infrastructure prior to conducting or installing the repair or additional connection, unless the repairs are required due to emergency conditions. All work shall be performed by licensed qualified persons, consistent with City Standards and Specifications and Utah Division of Drinking Water Regulations, as the same may be adopted or amended from time to time subsequent to the execution of this Agreement. In the case of emergency, the City shall be immediately notified of an occurrence and the necessary emergency repairs shall be performed under City oversight.
2. City shall inspect and approve any additions/changes and repairs made to the private water infrastructure consistent with City Standards and Specifications and Utah Division of Drinking Water Regulations, as the same may be adopted or amended from time to time subsequent to the execution of this Agreement.
3. City shall have the right, through its agents or employees, to enter upon the premises of Owner and be allowed access to inspect the water system and all water meters, water meter vaults, and fire hydrants at any time.
4. Water meters shall remain the property of City and will not become attachments to the real property. City will be responsible to repair and replace water meters as needed due to normal use and typical wear and tear. If a water meter is damaged due to other causes, such as freezing, tampering, or negligence, whether caused by Owner or others, the Owner will be charged for a new meter.
5. Owner shall be responsible for the meter vault, meter setter, water infrastructure, including all fittings and connections. Owner shall be responsible for all infrastructure except the water meter. Owner shall be responsible for maintaining all infrastructure and to ensure a functional, safe, and leak-free system, according to City and State law and standards.
6. Owner will maintain fire hydrants. Maintenance will include any minor repairs (seals, bearings, O-rings, oil and grease, couplers, etc.) and yearly maintenance including flushing and testing. Owner shall be responsible for any repairs such as seats, bonnets, base, or any damage to the hydrant, and Owner shall be responsible for any damage caused by the flushing and testing.
7. City may enforce this agreement by any remedy available at law or equity, including specific performance. City further reserves and shall have the right to

shut off water service for violations of this agreement and applicable law, and as otherwise allowed by Nibley Municipal Code, until Owner complies with the terms and conditions of this agreement, State of Utah Division of Drinking Water Regulations, or other applicable laws. City shall be entitled to recover its reasonable attorney fees and costs if it prevails in any arbitration, litigation, or other proceeding to enforce or interpret this agreement.

8. City reserves the right to access property and buildings as needed in accordance with this agreement and the most current City and State codes to administer and inspect for backflow compliance, flush and inspect hydrants, and collect water samples necessary for water quality testing.
9. This agreement shall be recorded against title to the property as a covenant and obligation running with the land to bind and obligate future owners, successors-in-interest, assigns, and other persons who obtain any interest in the property. Owner shall ensure that there is no other interest, title, lien, or encumbrance that has priority over or is superior in title to this agreement.

In witness whereof, the parties have executed this instrument at the place and on the date first above specified.

(ATTACH ACKNOWLEDGEMENT)

Part of the Northwest Quarter of Section 21, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows:

Commencing at the Northwest Corner of Section 21, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian monumented with a Brass Cap, thence S00°26'13" E 1331.87 feet (S 00°06'23" E 1331.76 feet, By Record) along the west line of the Northwest Quarter of said Section 21; thence East 24.75 feet to the POINT OF BEGINNING and running

thence N 89°31'32" E 666.23 feet;

thence N 00°25'00" W 0.75 feet to the Southwest Corner of Lot 11, Elkhorn Ranch Unit 2 recorded in the Cache County Recorder's Office under Entry 442245 on April 8, 1981;

thence N 89°34'08" E 431.39 feet along the boundary of Elkhorn Ranch Unit 2 and its projection thereof to the west right-of-way line of the Oregon Shortline Railroad;

thence S 01°01'41" W 387.34 feet along said right-of-way;

thence S 89°34'40" W 1,087.71 feet to the east right of way line of 800 West Street;

thence N 00°26'13" W 385.79 feet along said east right of way line to the point of beginning, containing 9.695 acres,

03-019-0012

Ryan Reeves**For Owner**Owner**Title**R. Reeves**Signature**

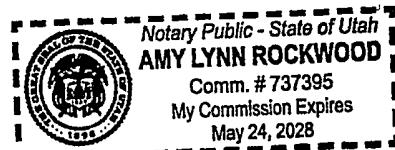
State of Utah)

County of Cache)

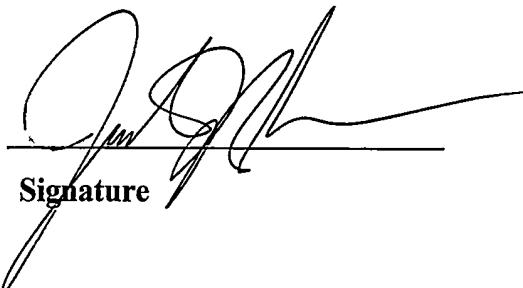
On this 25 day of November in the year 2024, before me, Amy Rockwood notary public, personally appeared Ryan Reeves proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledge (he/she/they) executed the same.

Witness my hand and official seal.

Amy Rockwood

Notary Public

For City:



Signature

Attested By: City Recorder



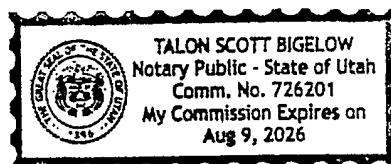
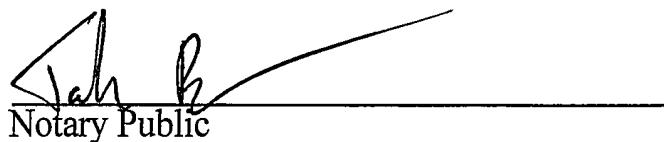

Title

State of Utah)

County of Cache)

On this 3 day of December in the year 20 24, before me, Talon Bigelow a notary public, personally appeared Justin Maughan proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledge (he/she/they) executed the same.

Witness my hand and official seal.

Notary Public

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thence S 89°34'40" W 1,087.71 feet to the east right of way line of 800 West Street;

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03-019-0012

RECORD OF SURVEY

PART OF THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 11 NORTH, RANGE 1 EAST,
SALT LAKE, BASELINE AND MERIDIAN

0 56 100 200
SCALE: 1" = 200' (1" x 17 PLAN SET)
SCALE: 1" = 100' (24 x 36 PLAN SET)

LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- SET REBAR W/ PLASTIC CAP
MARKED LS 27967?
- FOUND REBAR
- BOUNDARY LINE
- FENCE
- DEED RECORD DISTANCE
(120' BR)

