

Customer no. 4752

**Farmington Area Pressurized Irrigation District  
IRRIGATION WATER APPLICATION AGREEMENT**

AGREEMENT made this 19 day of August, 2005, between:

WSP Investments Company  
PO Box 470  
FARMINGTON, UT 84025

and

FARMINGTON AREA PRESSURIZED  
IRRIGATION DISTRICT  
485 East Shepard Lane  
Kaysville, UT 84037  
(the "District")

SW 30 3n-1E

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: Residential; X Agricultural; or Special Need) and a full water right to irrigate the 3.76 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) 931 So FRONTAGE ROAD And more particularly described as follows (the "Property"):

Tax Serial Number: 070590038, 070590095, 070590037  
Subdivision: 0095  
Lot Number:  
Legal Description: SEE BACK

E 2103894 B 3867 P 79-83  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
09/09/2005 08:00 AM  
FEE \$0.00 Pgs: 5  
DEP RT REC'D FOR FARMINGTON AREA P  
RESSZD IRR DIST

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 \$ 1530 no check #7054  
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.

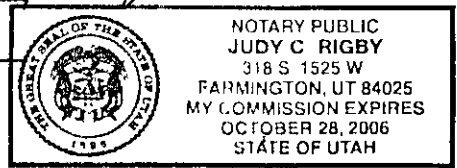
USER:

WSP Investments by WS Peterson, manager

Phone #: 801 309-5522

DISTRICT: FARMINGTON AREA  
PRESSURIZED IRRIGATION DISTRICT

By: Judy C Rigby  
Title: Administrative Manager



STATE OF UTAH

ss.

COUNTY OF DAVIS

The foregoing instrument was acknowledged before me this 19 day of August, 2005

by WS Peterson, the above-named User.

Judy C Rigby  
Notary Public

- 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 Contract 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. User 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 now 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 caused, 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

070590037 A TRACT OF LAND SITUATE IN LOT 3 OF SEC 30-T3N-R1E, SLM, BEG AT THE INTERSEC OF THE E'LY HWY R/W & NO-ACCESS LN OF INTERSTATE 15 & THE W'LY R/W LN OF THE ABANDONED BAMERGER RR R/W AT A PT 120 FT PERPLY DIST E'LY FR ENGINEER STATION 505+88.04 OF SD INTERSTATE 15, WH PT IS 1838.43 FT N & 367.14 FT E FR THE SW COR OF SEC 30-T3N-R1E, SLM, TH N 0°18' E 450.03 FT ALG SD E'LY HWY R/W & NO-ACCESS LN; TH S 8°08' E 423.32 FT ALG THE E'LY R/W LN OF SD RR R/W, TH E'LY 120 FT M/L ALG T

070590038 BEG AT A PT 40 FT PERP DIST W'LY FR CENTER LN OF A FRONTAGE ROAD KNOWN AS F-1 LINE, OPPO FRONTAGE ROAD ENG STATION 201+95.55, WH PT IS APPROX 1938 FT W & 250 FT S FR NE COR SW 1/4 SEC 30, T3N-R1E, SLM. RUN TH S 0°09' W 50 FT, MOL, TO A PT OF TANG WITH A 778.51 FT RAD CUR TO THE RIGHT, OPPO FRONTAGE ROAD ENG STA 201+45.55, TH SW'LY 408.0 FT MOL ALONG THE ARC OF SD CURVE, TH S 30°09' W 102 FT; TH W 120 FT M/L TO THE E'LY LN OF OLD BAMERGER RR R/W. TH N 8°08' W 415 FT M

070590095 BEG AT THE INTERSEC OF THE S'LY LN OF A STATE HWY (GLOVERS LANE) & THE W LN OF FRONTAGE ROAD AT A PT S 0°26'10" E 191.7 FT ALG THE SEC LN & E 695.6 FT & S 53.6 FT & S 0°09' W 4.31 FT W 1/4 COR OF SEC 30-T3N-R1E SLM, & RUN TH S 0°09' W 45.69 FT TO THE PT OF TANGENCY WITH A 778.51 FT RADIUS CURVE TO THE RIGHT OPPOSITE FRONTAGE ROAD STATION 201+45.55, TH S'LY 130.0 FT ALG THE ARC OF SD CURVE (LC IS S 4°56'02" W 129.84 FT), TH S 84°45'43" W 323.74 FT TO THE E R/W LN OF A FREEWAY;

*All attached  
Legals*

# Parcel Vesting Information

04/11/1986 to Present

BK 3867 PG 81

Serial Number: 07-059-0038

## Location

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Location: 3 N 1 E 30 ALL

## Vested Owners

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W S P INVESTMENT COMPANY

## Tax District

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24 FARMINGTON ABHL

## Legal Description

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BEG AT A PT 40 FT PERP DIST W'LY FR CENTER LN OF A FRONTAGE ROAD KNOWN AS F-1 LINE, OPPO FRONTAGE ROAD ENG STATION 201+95 55, WH PT IS APPROX 1938 FT W & 250 FT S FR NE COR SW 1/4 SEC 30, T3N-R1E, SLM: RUN TH S 0°09' W 50 FT, MOL, TO A PT OF TANG WITH A 778 51 FT RAD CUR TO THE RIGHT, OPPO FRONTAGE ROAD ENG STA 201+45 55, TH SW'LY 408 0 FT MOL ALONG THE ARC OF SD CURVE, TH S 30°09' W 102 FT, TH W 120 FT M/L TO THE E'LY LN OF OLD BAMBERGER RR R/W, TH N 8°08' W 415 FT MOL ALONG SAID E'LY LINE TO A POINT S 8°08' E 150 FT FROM THE S LINE OF GLOVER'S LANE; TH N 0°18' E 88 FT, TH N 85°02' E 334 FT TO THE POB LESS TO 1077-292. CONT. 1.68 ACRES. (WENT TO 07-059-0039)

**Parcel Vesting Information**

01/01/1986 to Present

BK 3867 PG 82

Serial Number: 07-059-0037

**Location**

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Location: 3 N 1 E 30 SW

**Vested Owners**

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W S P INVESTMENT COMPANY

**Tax District**

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24 FARMINGTON ABHL

**Legal Description**

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A TRACT OF LAND SITUATE IN LOT 3 OF SEC 30-T3N-R1E, SLM, BEG AT THE INTERSEC OF THE E'LY HWY R/W & NO-ACCESS LN OF INTERSTATE 15 & THE W'LY R/W LN OF THE ABANDONED BAMERGER RR R/W AT A PT 120 FT PERP'LY DIST E'LY FR ENGINEER STATION 505+88.04 OF SD INTERSTATE 15, WH PT IS 1838.43 FT N & 367.14 FT E FR THE SW COR OF SEC 30-T3N-R1E, SLM, TH N 0°18' E 450.03 FT ALG SD E'LY HWY R/W & NO-ACCESS LN; TH S 8°08' E 423.32 FT ALG THE E'LY R/W LN OF SD RR R/W, TH E'LY 120 FT M/L ALG THE N LN OF SD TRACT TO THE W'LY R/W LN OF A FRONTAGE ROAD KNOWN AS F-1 LN FOR SD INTERSTATE 15, TH S 30°09' W 136.70 FT ALG THE W'LY R/W LN OF SD FRONTAGE ROAD TO A PT OF TANG WITH AN 858.51 FT RADIUS CUR TO THE LEFT, TH SW'LY 112.96 FT ALG THE ARC OF SD CURVE (LONG CHORD BEARS S 26°22'50" W 112.88) TH N 89°42' W 64.27 FT TO SD HWY R/W & NO-ACCESS LN, TH N 0°18' E 188.04 FT ALG SD HWY R/W & NO-ACCESS LN TO THE POB CONT 0.903 ACRES

# Parcel Vesting Information

01/23/2002 to Present      BK 3867 PG 83  
Serial Number: 07-059-0095

## Location

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Location: 3 N 1 E 30 SW

## Vested Owners

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WSP INVESTMENT COMPANY

## Tax District

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24 FARMINGTON ABHL

## Legal Description

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BEG AT THE INTERSEC OF THE S'LY LN OF A STATE HWY (GLOVERS LANE) & THE W LN OF FRONTAGE ROAD AT A PT S 0°26'10" E 191.7 FT ALG THE SEC LN & E 695.6 FT & S 53.6 FT & S 0°09' W 431 FT W1/4 COR OF SEC 30-T3N-R1E SLM; & RUN TH S 0°09' W 45.69 FT TO THE PT OF TANGENCY WITH A 778.51 FT RADIUS CURVE TO THE RIGHT OPPOSITE FRONTAGE ROAD STATION 201+45.55, TH S'LY 130.0 FT ALG THE ARC OF SD CURVE (LC IS S 4°56'02" W 129.84 FT), TH S 84°45'43" W 323.74 FT TO THE E R/W LN OF A FREEWAY, TH N 0°18' E 136.91 FT ALG THE E LN OF SD FREEWAY TO THE S'LY LN OF SD HWY (GLOVER'S LANE); TH N 78°30'30" E 339.77 FT ALG THE S'LY LN OF SD HWY TO THE POB  
CONT. 1.179 ACRES