

**Benchland Water District**  
**Irrigation Water Application Agreement**

E 3074160 B 6945 P 1042-1043  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
02/05/2018 04:06 PM  
FEE \$0.00 Pgs: 2  
DEP RT REC'D FOR BENCHLAND WATER DISTRICT

Customer No: 6176

Property No: 6306

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between:

HOWARD V HESS  
1097 E COUNTRY RD  
FRUIT HEIGHTS, UT 84037

Box 283  
Kaysville 84037

AND

Benchland Water  
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 0.61594 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): 947 N MAIN and more particularly described as follows (the "Property"):  
**Tax Serial Number:** 080520259  
**Subdivision:**  
**Lot Number:**  
**Legal Description:** BEG AT A PT S 89°52'45" W 696.296 FT ALG THE 1/4 SEC LINE & N 461.823 FT & E 1698.383 FT & N 82°35'00" E 90.774 FT & N 80°21'00" E 37.547 FT FR THE CENTER OF SEC 13-T3N-R1W, SLB&M; & RUN TH N 80°21'00" E 146.218 FT ALG AN OLD FENCE & A BNDRY AGMT LINE TO THE W/LY R/W LINE OF STATE ROAD NO. 106; TH ALG THE W/LY R/W LINE OF STATE ROAD NO. 106 FOR THE FOLLOWING TWO COURSES: 1) SE'LY 71.964 FT ALG A 1465.69 FT RADIUS CURVE TO THE LEFT (DELTA = 2°48'47" & CHORD BEARS S 32°25'51" E 71.957 FT) & 2) S 33°50'19" E 63.612 FT; TH ALG A BNDRY AGMT LINE FOR THE FOLLOWING FOUR COURSES: 1) N 88°58'40" W 132.914 FT, 2) N 85°26'46" W 39.314 FT, 3) S 85°12'53" W 5.914 FT, 4) N 25°33'00" W 93.173 FT TO THE POB. CONT. 0.37873 ACRES. ALSO, BEG AT A PT BEING S 89°52'45" W 696.296 FT ALG THE 1/4 SEC LINE & N 461.823 FT & E 1698.383 FT FR THE CENTER OF SEC 13-T3N-R1W, SLB&M; & RUN TH N 82°35'00" E 90.774 FT; TH N 80°21'00" E 37.547 FT; TH S 25°33'00" E 93.173 FT; TH S 85°12'53" W 18.019 FT; TH S 79°52'44" W 37.735 FT; TH S 44°21'39" W 11.418 FT; TH S 82°35'00" W 31.050 FT; TH N 40°20'23" W 113.295 FT TO THE POB. CONT. 0.23721 ACRES. TOTAL ACREAGE 0.61594 ACRES
2. For each distribution delivery point located on or adjacent to the Property, User shall pay an initial application agreement fee of \$300.00, an impact fee if applicable, plus the cost of installation, for a total of \$ 0.00 N/A.
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 [Signature]

Phone #: 801.599.1973

Date: 16 Jan 2018

STATE OF UTAH

SS

COUNTY OF DAVIS

BENCHLAND WATER DISTRICT

BY: Jennifer Holbrook

Title: Customer Service Rep

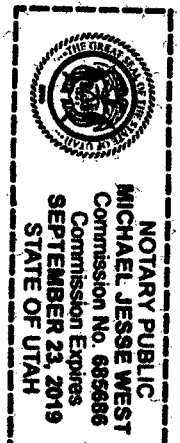
The foregoing instrument was acknowledged before me this 16 day of January, 2018 by

Howard V Hess

, the above-named User.

[Signature]

Notary Public



## GENERAL PROVISIONS

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.

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 based upon the agreed 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.

Users shall not permit anyone to connect to any water line which serves the property or is located thereon.

User covenants and agrees to abide by all of the District's rules, regulations and policies presently in force or hereafter adopted by the District.

Any and all delinquent sums owed hereunder by User shall bear interest at the rate of 18 0/0 per annum until paid in full. Any and all sums owed hereunder (including interest) shall constitute a lien against the Property.

This Agreement and the covenants of User herein shall run with the Property and shall be binding upon the representative's successors and assigns of User and cannot be transferred or assigned to any other parcel of land located within the District boundaries.

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:

- The District may terminate water service to the Property;

- The District may foreclose its lien against the Property, as a mortgage; and

- The District may bring suit to recover the delinquent sums owed or to recover damages or seek such other remedies as are appropriate.

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.

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 there-from 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.

In the event either party is required to enforce the terms of the Agreement, the defaulting party agrees to pay all costs of enforcement, including a reasonable attorney's fee, whether or not litigation is actually commenced.

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.