

Benchland Water District
Irrigation Water Application Agreement

E 3534158 B 8283 P 1230-1232
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/26/2023 3:47 PM
FEE 0.00 Pgs: 3
DEP AAM REC'D FOR BENCHLAND
WATER DISTRICT

Customer No: 5142

Property No: 5266

Agreement made this 31 day of May, 2022 between:

H GROUP HIDDEN FARM, LLC
1082 W DUTCH LANE
KAYSVILLE, UT 84037

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: Residential; X Agricultural; or Commercial) and a full water right to irrigate the 3.0 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): 1011 N 650 W and more particularly described as follows (the "Property"):
Tax Serial Number: 080510235
Subdivision:
Lot Number:
Legal Description: See attached sheet
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

Phone #: 801) 668-565

Date: May 31, 2022

Email: phil@Hgroupventures.com

☐ **Check Box if you would like to receive your Annual Water Statement via Email**

STATE OF UTAH

SS

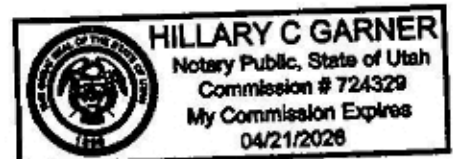
COUNTY OF DAVIS

BENCHLAND WATER DISTRICT

BY: Jennifer Holbrook

Title: Customer Service Rep

Email: jenniferh@benchlandwater.com



The foregoing instrument was acknowledged before me this 31 day of May, 2022 by

Phil Holland

, the above-named User.

Hillary C. Garner
Notary Public

080510235-A PART OF THE NE 1/4 & NW 1/4 OF SEC 13-T3N-R1W, SLB&M, MORE PART'LY DESC AS FOLLOWS: BEG AT A PT ON THE S BNDRY LINE OF NORTH MAIN STREET CHURCH SUB BEING LOC N 00°22'31" E 643.35 FT ALG THE W LINE OF THE NE 1/4 OF SD SEC 13 & N 90°00'00" E 351.36 FT FR THE SW COR OF SD NE 1/4; RUN TH S 89°51'50" W 164.24 FT; TH S 89°06'29" W 267.39 FT; TH S 89°28'26" W 284.95 FT; TH S 89°30'16" W 337.55 FT; TH S 88°28'23" W 79.92 FT; TH S 89°22'24" W 84.14 FT TO THE E R/W LINE OF HWY 89/91; TH ALG SD R/W LINE ALG THE ARC OF A 5141.28 FT RADIUS CURVE TO THE RIGHT 198.28 FT HAVING A CENTRAL ANGLE OF 2°12'35" & WHOSE CHORD BEARS N 23°19'20" W 198.28 FT; TH N 24°32'13" W ALG SD R/W LINE 78.77 FT TO AN EXISTING FENCE; TH ALG SD EXISTING FENCE LINE THE FOLLOWING THREE (3) COURSES: (1) N 89°14'38" E 629.62 FT; (2) TH N 02°18'44" E 142.88 FT, M/L, TO A PT ON BNDRY LINE AGMT RECORDED 12/06/2021 AS E# 3440476 BK 7899 PG 446 & MORE CORRECTLY DESC IN AFFIDAVIT RECORDED 12/15/2021 AS E# 3442869 BK 7906 PG 1200; TH ALG SD AGMT THE FOLLOWING COURSE: N 89°59'51" E 577.75 FT; TH S 02°20'44" W 16.49 FT; TH N 88°26'42" E 49.19 FT; TH ALG THE ARC OF A 45.11 FT RADIUS CURVE (WH RADIUS PT BEARS S 03°04'49" E) TO THE LEFT 146.47 FT, HAVING A CENTRAL ANGLE OF 186°02'03", CHORD BEARS S 06°05'47" E 90.10 FT; TH N 81°55'20" E 59.48 FT TO THE BNDRY OF SD NORTH MAIN STREET CHURCH SUB; TH ALG SD SUB BNDRY S 00°20'37" W 325.72 FT TO THE POB. LESS & EXCEPT THEREFR THE FOLLOWING DESC PPTY PREVIOUSLY CONV BY GRANTOR IN WARRANTY DEED RECORDED 12/31/1992 AS E# 1010767 BK 1569 PG 1276; BEG AT A PT S 89°45'50" W 352.89 FT & S 1761.66 FT FR THE N 1/4 COR OF SEC 13-T3N-R1W, SLB&M; & RUN TH S 3°29'52" W 35.00 FT; TH N 86°30'08" W 30.00 FT; TH N 3°29'52" E 34.88 FT; TH S 86°43'93" E 30.00 FT TO THE POB. TOGETHER WITH & SUBJECT TO THAT CERTAIN BNDRY LINE AGMT RECORDED 02/04/2009 AS E# 2421239 BK 4706 PG 1427. CONT. 9.63 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

GENERAL PROVISIONS

In addition to the initial service fee, the User shall pay 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 the 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, like 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 the User's line is disconnected from the District's distribution system for failure to pay fees due, or at the request of the User, the 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.