

When Recorded Return To:

Washington County Water Conservancy District
533 E. Waterworks Drive
St. George, Utah 84770

**AGREEMENT FOR SECONDARY NON-POTABLE WATER SERVICE
BETWEEN THE TOQUERVILLE SECONDARY WATER SYSTEM AND
OWNER OF
PROPERTY IN THE TOQUERVILLE WATER SERVICE AREA**

Parcel Number:

Legal Description: (insert or attach as Exhibit A)

Property Owner/Applicant's Name (Last, First, Middle)

Mailing Address

City, State, Zip

Telephone No.

Corporate/Partnership/Trust Name & Date
(If Applicable)

Applicant, who owns the above-described property, in consideration for secondary non-potable water service from the Toquerville Secondary Water System (TSWS) agrees:

1) Payment of Fees and Charges. Fees and Charges shall be paid in accordance with the currently applicable Fee Schedule, including but not limited to the following:

a) Water Availability Fee. An initial Water Availability Fee shall be due and payable upon execution of this Petition, unless previously paid at the time of platting or sale of the lot.

b) Connection Fees. A Meter Connection Fee shall be due and payable prior to the date Applicant's meter is connected.

c) Standby Fee. For lots that do not immediately connect to the system, a Standby Fee for water availability shall be due and payable as billed until the Applicant's meter is connected, at which time the Water Service Fee shall apply. If Applicant fails to pay any Standby Fee when due, no connection shall be made until

Applicant has paid all delinquent Standby Fees, Late Fees and Collection Costs and interest thereon at the established Interest Rate, as applicable. If Applicant fails to pay the Standby Fee for any ninety (90) day period, water availability will no longer be maintained for the lot and the then applicable Water Availability Fee will be due as a condition of connection to the system. Furthermore, if no Water Availability Fee was previously paid to obtain water serviced to the property, the TSWS may charge the then applicable Water Available Fee as a condition of connection to the system.

d) Water Service Fee. From the date Applicant connects to the system, the Water Service Fee shall be due and payable as billed.

e) Late Fees and Collection Costs. A Late Fee on any Water Service Fee not paid by the due date shall be due, and Interest shall accrue at the established Interest Rate on Monthly Water Service Fees and Late Fees. The Applicant further agrees to pay all costs, including attorney's fees, incurred by the TSWS in collecting any delinquency or in enforcing this Agreement.

2) Adjustments to Fees and Charges. Fees and Charges may be adjusted from time to time by the TSWS.

3) Lien. The undersigned further affirms that he/she/it is the owner of the above-described real property and agrees that any Fees and Charges not paid when due shall constitute a lien on the real property served and authorizes the recording of this Agreement as a notice of lien for any such Fees and Charges.

4) Discontinuation of Service. If Applicant becomes delinquent for more than thirty (30) days in payment of charges or fees or breaches this Agreement in any other way, the TSWS shall have the right to discontinue all services until all Fees and Charges and a reasonable collection charge have been paid in full to the TSWS and the Applicant is no longer in breach of the Agreement. In addition, the TSWS may disconnect the water lines serving the Applicant in order to effect discontinuation of services. However, if the meter has been disconnected, Applicant shall pay the Meter Connection Fee before service is resumed.

5) Rules and Regulations. Applicant shall abide by the rules and regulations now and hereafter adopted by the TSWS.

6) Water Conservation. Applicant agrees to make prudent use of the water, apply reasonable water conservation practices and prevent waste or over-application of water. The holder of any TSWS connection is responsible for the use, management and irrigation practices and observance of water conservation measures in effect at the time for the property served by the connection. In no event will water use exceed six acre feet per acre per year.

7) TSWS Valves. TSWS valves are not suitable to control or distribute system water. Applicant is prohibited from adjusting or otherwise using any valve or other portion of the TSWS delivery system without express permission from TSWS Board.

8) Cross Connections. Applicant shall not install any cross connections and shall prevent any backflow to culinary delivery facilities. The TSWS has the right to inspect Applicant's plumbing for cross connections and other public health hazards.

9) Water Shut Offs. The TSWS has the right at any time, without notice, to shut off or curtail water service in the event of a water scarcity, or to repair or maintain the TSWS's water system in accordance with TSWS' rules and regulations.

10) Guarantee. If Applicant is a corporation, partnership or other entity, the undersigned individual, signing for the Applicant, personally guarantees performance of all obligations set forth in this Agreement, including but not limited to payment of all Fees and Charges.

11) Applicant's Obligation for Water Infrastructure. Applicant has the obligation to construct, operate and maintain, repair and replace, in good working condition acceptable to WCWCD, at Petitioner's sole expense and in accordance with plans and specifications approved by WCWCD:

- a) Any water infrastructure from WCWCD's water meter, or other point of delivery, to Petitioner's property, which will be the property of Petitioner; and
- b) Any water infrastructure necessary to connect WCWCD's water system to WCWCD's meter as also approved by the Division of Drinking Water (Department of Environmental Quality), which will become the property of WCWCD.

12) Method of Payment, Protest. Applicant shall be bound by the provisions of the Utah Water Conservancy District Act. Nothing contained herein shall be construed to exempt Applicant from paying taxes levied pursuant thereto. The TSWS shall bill monthly or, in the alternative, insofar as authorized by law, the TSWS may elect to have fees and charges assessed and collected annually as part of the annual property tax collection and shall be entitled to a tax lien therefor. Applicant must protest any bill in writing within fifteen (15) days of its postmark date, or the protest is waived.

13) Acceptance by TSWS. Upon written acceptance by the TSWS, this Petition will establish the Agreement governing the rights and obligations between the Applicant and the TSWS concerning the water service described herein.

14) Authorization. Each individual executing this Agreement does represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs. Applicant further warrants that he/she/it is the owner of the real property for which water service is provided under this Agreement.

15) Covenants to run with the land. The parties intend, declare and covenant that the rights and obligations set forth in this Agreement shall run with the land and shall be binding upon Applicant's successors and assigns. Upon execution of this Agreement by a successor in interest on a lot or parcel covered by this Agreement, and payment in full of all fees and charges due and owing to the TSWS for that lot or parcel, Applicant shall be relieved from further obligations under this Agreement as to that lot or parcel.

16) Partial validity. If any portion of this Agreement shall be held invalid or inoperative, then insofar as is reasonable and possible:

- a. The remainder of this agreement shall be considered valid and operative, and
- b. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

17) Waiver. The waiver by the TSWS of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the TSWS.

PETITIONER'S SIGNATURE and ACKNOWLEDGMENT

TRUSTEE

Date

Property Owner-Petitioner (Trustee)

Name of Trust

Date of Trust

STATE OF UTAH)
 : ss.
COUNTY OF WASHINTON)

On the _____ day of _____, 20____, personally appeared before me _____, Trustee, of _____ who acknowledged to me that he/she executed the foregoing instrument on behalf of said Trust, by appropriate authority, and that the instrument was the act of said Trust for its stated purpose.

NOTARY PUBLIC

Date

Accepted by WCWCD

Office use only					
PO					
Lot Size		Meter Size		Assessed	
Access		WC Binder		Unlock Notice	
Service Address:					

EXHIBIT A

Lot(s) _____, _____
Subdivision, Phase _____, as per plat thereof recorded in the office of the Washington
County Recorder, State of Utah.