



KANE COUNTY WATER CONSERVANCY DISTRICT

ESTABLISHED 1992

190 W. Center Street, Suite 200 • Kanab, UT 84741

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Application for Culinary Water Service and Connection

To Kane County Water Conservancy District:

The undersigned hereby applies (apply) to the Kane County Water Conservancy District (hereinafter the "District") for culinary indoor water service and permission to connect the premises at _____ (hereinafter the "Property") to the District water system. The undersigned hereby represent(s) and agree(s) as follows:

1. I am (we are) the record owner(s) of the Property, or are trustees, partners, or other duly authorized representative(s) of the record owner(s) of the Property, and have full power and authority to enter into this Agreement on behalf of the record owner(s) of the Property.
2. I (we) agree to pay all such charges for water service as are fixed from time to time by the governing body of the District until such time as I (we) direct such service to be disconnected.
3. I (we) agree that the District shall install the necessary connection from its water main to a point on or near the Property line and shall install a water meter. The location of water lines, meter and related equipment shall be at the sole discretion of the District.
4. I (we) agree that all work and the cost of extending water lines from the meter to the point of use shall be my (our) responsibility.
5. I (we) agree to pay all impact and connection fees, and all other fees and charges, established by the District in connection with this Agreement and water services hereunder.
6. I (we) agree that the District reserves the right to inspect the culinary water system servicing the Property, both on and outside of the Property, and to require any corrections or improvements, at my (our) expense, necessary to meet the requirements of the District or any other government agency having jurisdiction to regulate the water system of the District.
7. I (we) agree that I (we) and the Property will be bound by all rules, regulations, and ordinances enacted now or hereafter by the District applicable to the District's culinary water system.
8. I (we) represent that the main purpose or use to be made of this water connection is culinary indoor use.
9. I (we) agree that in the event of any failure to timely pay all sums due hereunder, whether for water usage, District financed impact fees and connection fees, or any other fees and charges, or in the event of failure of the undersigned or any occupant of the premises to

comply with the rules, regulations and ordinances established by the District, the District shall have the following rights and remedies, all of which may be exercised concurrently or separately at the election of the District, the exercise of one not constituting waiver or any other:

- a. The District may terminate water service to the property fifteen (15) days after mailing of written notice of intent to terminate services. Termination of services shall continue until all delinquencies and all applicable reconnection fees and charges are paid in full and until all other conditions of default have been eliminated.
 - b. The District may declare the entire remaining balance of all sums due hereunder, including all charges for water usage and all unpaid District financed fees and other charges, immediately due and payable and may file with the county recorder a Notice of Lien identifying all such fees and charges. Any lien so filed shall remain on the Property until paid or satisfied, and shall include additional charges for water usage occurring after the filing of such lien if the District elects not to terminate water service. All such fees and charges shall bear interest at the rate of eighteen percent (18%) per annum until paid. The District may enforce this lien by civil action, including recovery of its attorney's fees and costs of court, and including the right of foreclosure and sale of the Property in the event the lien remains unsatisfied for a period of six (6) months.
 - c. The District may certify to the appropriate county authorities all past due water service fees and other amounts for which the undersigned is liable, which fees and amounts will become a lien on the Property on a parity with and collection at the same time and in the same manner as general county taxes that are a lien on the Property.
 - d. The District shall have the right to specifically enforce by civil action compliance with its rules, regulations, and ordinances, including recovery of its attorney's fees and costs of court, whether or not related to a default in the payment of fees and charges.
10. I (we) agree that in the event of sale or other title transfer of the Property, I (we) will pay off the total balanced owed to the District including any outstanding impact fees, connection fees, and water usage fees. If payment is not made prior to closing, I (we) authorize and direct the closing agent to pay all outstanding fees at the time of closing on written confirmation from the District of the amount due.

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Date: _____ Date: _____