

**WATERLINE EXTENSION
AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of _____
2024, by and between the Glen Canyon Special Service District of Big Water (DISTRICT), a
Special Service District, (hereinafter referred to as the "District") and

Applicant,
(hereinafter referred to as "Applicant"), based on the following premise:

WHEREAS, Applicant owns certain real property situated within the boundaries of the
District which is being developed for the benefit of Applicant;

WHEREAS, the District has agreed to provide water service to Applicant; and

WHEREAS, Applicant desires to install a Water Line, and necessary infrastructure
associated therewith, so that the District may supply water to Applicant's
developed property, (hereinafter infrastructure is collectively identified as "Water
Line"); and

WHEREAS, the extension of the Water Line is to be installed along a public easement,
or in a location which shall make available water services to properties between Applicant's
property and District's currently existing utilities; and

WHEREAS, Applicant is required to pay for all costs of installation, materials, hardware
and expenses to extend the Water Line, which may benefit other third parties in the future and for
which reimbursement is sought; and

WHEREAS, the District has made no representation as to future property Owners
utilizing said Water Line or to guarantee any reimbursement for all expenditures made by
Applicant to extend the Water Line.

NOW THEREFORE, in consideration for the mutual covenants and obligations herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties stipulate and agree as follows:

**THE RECITALS ARE HEREBY INCORPORATED BY THIS REFERENCE
AND MADE A PART OF THIS AGREEMENT.**

1. Cost of Installation. Applicant shall bear all costs to extend said Water Line, including, but not limited to, all costs for materials, and hardware. Applicant shall conduct the excavation and the District shall oversee installation of the waterworks. The Water Line shall be connected to the existing District waterline, as located on the map, (See Exhibit “A”: Mapping of Line) and extending thereafter to Applicant’s property which terminus point shall be at the far end of Applicant’s developed property unless otherwise agreed by the District. The materials and specifications of installation of the waterline shall be set forth prior to commencement of any work. (See Exhibit “B”: Materials and Specifications) Applicant shall also pay the appropriate impact fee and water exaction fee as required by the District at the time the Application is filed. The service connection and meter for the “Applicant’s Property” will be connected to the waterline at the cost of Applicant at a location identified by the District. The District is not responsible for the installation of the service line beyond the meter to the Applicant home.

Before construction begins Applicant shall fill out a “Service Application” and pay the District the sum of \$_____for the materials and hardware, (if installed by District), \$_____ for the connection and impact fees properly assessed by the District, and \$_____ for the water exaction fee for a total of \$_____. If Applicant fails to make a timely payment or prices of the materials increases from the

estimated bid provided by Applicant or District, as indicated in the supplier's quote, Applicant will be responsible for any increased costs (See Exhibit "C": Costs of Installation). Applicant shall keep records of the costs of the Water Line and associated facilities and provide such records to the District at the completion of construction.

2. **Specifications.** All materials, hardware and installation shall be in accordance with District's then existing specifications for construction/installation, as adopted at the time of actual construction. All construction and installation shall be periodically inspected by the District or District's engineer, at its sole direction and discretion, and the costs incurred thereof shall be the responsibility of Applicant. Applicant shall follow all directions and instructions given by District or District's agents during installation, and shall not cover or otherwise bury or conceal any construction or installation prior to District's inspection of the same, and approval for burial.

3. **Ownership by District.** Upon completion of the construction of the Water Line and appurtenant facilities by Applicant, Applicant shall transfer ownership of said facilities to District, at no cost to District, which facilities shall become a part of District's system subject to District laws, ordinances and resolutions setting forth the terms and conditions for connection to District's services, the continuation of such service, its improvements or enhancements thereof. Applicant shall waive any claim to any right of ownership in the Water Line. Applicant shall also provide to District any necessary public utility easements associated with installation of the Water Line.

4. **Payment.** Applicant shall be responsible for all payments of the Water Line and other improvements. Applicant shall file with the District affidavits, receipts, invoices, and such other evidence as is necessary verifying the cost of installation prior to District's

acceptance of the extension. Failure by District to require the same shall not be construed as a waiver.

5. **Reimbursement.** Applicant shall have a right of reimbursement from all Third Parties who connect to said Water Line in accordance with their property frontage to the Water Line. It is understood by Applicant that it is not the obligation of District to police, regulate monitor or protect Applicant's interest in reimbursement for the extension costs set forth herein nor does District assume the obligation of payment to Applicant under this Agreement. However, upon notification to District by Applicant, Applicant and District shall notify said Third-Party and charge and collect, in addition to charging its usual connection fees and costs, a share of the total costs of installation of the extension proportionate to 50% of the lineal frontage footage of the connecting lot, unless the Third-Party owns adjacent property on both sides of the Water Line or is the only party for which utilization of the Water Line will be made in that area, in which instance the Third-Party shall pay 100% of the lineal frontage footage. District in no way guarantees said payment and cannot be constrained, compelled or directed to collect said payment if Third-Party refuses to reimburse Applicant. District may, at its option and not by means of compulsion or contractual obligation hereunder, deny Third-Party a building permit or refuse connection to said extended line until payment of Third-Party's obligation is made to District or Applicant. Applicant may also pursue reimbursement from the Third-Party at Applicant's discretion. No party shall be obligated to make any reimbursement after a period of ten (10) years from the date such installation is accepted by District. District shall not be required to obtain any reimbursement from any third party that extends the facilities beyond Applicant's installation or for which a tee-

extension is made wherein no property of the third-party fronts or is adjacent to the Water Line. In the event that a water line is extended beyond the terminus point of Applicant's Water Line or which tees off of the line and continues in a different direction wherein no property of a third-party fronts the Water Line, the third-party shall have no obligation to reimburse the Applicant.

6. **Entire Agreement.** Applicant and District agree that this agreement is intended to supersede any and all prior agreements amongst themselves and each other, involving the extension of the Water Line described herein, and constitutes the entire agreement among them, cancelling any and all prior negotiations, representations, understandings or agreements made, assumed or acknowledged among them, all or between each of them, and any other of them prior to the time of the execution of this Agreement. All schedules attached to this Agreement are acknowledged, understood and agreed to between District and Applicant and the same are incorporated herein by this reference. There are no verbal agreements which may modify or effect the terms of this Agreement. This Agreement cannot be changed, altered, modified or amended except by mutual written agreement to the parties hereto.

7. **Miscellaneous Provisions.**

A. Interpretation. The Agreement shall be deemed to be made, to be exercised and performed according to its terms and conditions, and shall be construed in accordance with the laws of the State of Utah. Whenever the context of this Agreement so requires, the singular shall include the plural, the plural shall include the singular and the whole shall include any part thereof and all genders. All terms defined in the Agreement shall have such defined meanings when used herein. The paragraph and subparagraph

headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

B. No Waiver. No covenant, term or condition of this Agreement shall be deemed waived unless it is in writing, signed by the parties to be charged.

C. Representations and Warranties. There are no representations or warranties between the parties except as are expressly set forth in this Agreement.

D. Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision or part thereof.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute only one instrument.

F. Time of Essence. It is expressly agreed that time is of the essence of this Agreement.

G. Notices. Any notice required to be given hereunder shall be given in writing and shall be delivered in person or mailed by certified mail or registered mail, postage prepaid, and addressed to the appropriate party or parties.

IN WITNESS WHEREOF, Applicant and the District to this Agreement have hereto signed their names in the capacity of the interest to which each represents, having represented their authority to so do the day, month and year first below written.

[Date and Signature on Following Page]

DATED this _____ day of _____, 20____.

GLEN CANYON SPECIAL SERVICE DISTRICT:

By: _____
Its: Chairman

APPLICANT:

By: _____
Its: Property Owner

STATE OF UTAH)
 :ss.
County of Kane)

On the _____ day of _____, 2024, personally appeared before me
Al Applicant, the signer of the above foregoing instrument, who duly acknowledged to me that
they executed and initialed the same.

Notary Public

EXHIBIT “A”

Mapping of Water Line

EXHIBIT “B”

Specifications and Materials

EXHIBIT “C”

Costs for Reimbursement and Receipts