

When recorded, please return to:
Cedar City Recorder
10 N. Main Street
Cedar City, UT 84720

**COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY
CONSERVATION RATE WATER USE AGREEMENT**

Between

and
CEDAR CITY CORPORATION

This is a Commercial, Industrial, and Multifamily Conservation Rate Water Use Agreement, hereinafter referred to as the “Agreement”, between _____, hereinafter referred to as “Citizen”; and Cedar City Corporation, a Utah municipal corporation and political subdivision, hereinafter referred to as “Cedar City”. Collectively both Citizen and Cedar City will be referred to as the “Parties”.

WHEREAS, Cedar City is a municipality located in Iron County, Utah, which has constructed a waterworks system to supply water to Cedar City’s citizens and businesses; and

WHEREAS, Cedar City is responsible to its citizens to operate and maintain its waterworks system; and

WHEREAS, Cedar City has a desire to help promote water conservation; and

WHEREAS, Citizen is the owner of property located at _____, in Cedar City, Utah, identified with Iron County Parcel Number _____, see Exhibit A for the legal description; and

WHEREAS, Citizen owns commercial, industrial, and/or multifamily property and is requesting the ability to fall under the City’s Commercial, Industrial, and Multifamily Conservation Water Rate; and

WHEREAS, by paying the reduced water right assessment, Citizen will be billed at Cedar City’s Commercial, Industrial, and Multifamily Conservation Rate for water billing; and

NOW THEREFORE, in order to accomplish this mutually beneficial goal Citizen and Cedar City agree to the following terms:

I. PURPOSE & SCOPE

1. The purpose of this Agreement is to clearly identify the roles and responsibilities of the Parties as they relate to the water assessment on the Citizen's property, the application of Cedar City's Commercial, Industrial, and Multifamily Conservation Rate for water billing, and to have in writing the expectations the Parties will have of each other.
2. The purpose of the Agreement is to acknowledge Citizen's request to establish the number of usage units for the property as described in City Ordinance Section 37-32-7(A)(5)(g) and thereby qualifying per Cedar City ordinance for a reduced water right assessment on condition of Citizen being billed at Cedar City's Commercial, Industrial, and Multifamily Conservation Rate for water billing.
3. The number of usage units designated for this property is: _____

II. CEDAR CITY'S RESPONSIBILITIES UNDER THIS AGREEMENT

1. Upon Citizen certifying that this Agreement has been recorded with the Iron County Recorder's Office, Cedar City will assess Citizen a reduced water right assessment as allowed by Cedar City ordinance.
2. Cedar City will deliver to Citizen a monthly utility bill requiring payment for consumed culinary water. Citizen will be billed at the Commercial, Industrial, and Multifamily Conservation Rate as adopted by Cedar City.

III. CITIZEN'S RESPONSIBILITIES UNDER THIS AGREEMENT

1. By signing this Agreement, Citizen agrees and understands that they will be subject to Cedar City's Commercial, Industrial, and Multifamily Conservation Rate for water billing which rate may be adjusted at any time by the Cedar City Council.
2. Citizen will pay their utility bill in a timely manner as dictated by the bill.
3. Citizen shall, at all times during the term of this Agreement, comply with all federal, state and local laws, codes, statutes, ordinances and regulations applicable to this Agreement, including but not limited to Chapter 37 of Cedar City's ordinances which governs waterworks.
4. At no time will Citizen represent their association with Cedar City as a partnership, joint venture, or agency.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND

BETWEEN THE PARTIES THAT:

1. This Agreement may be terminated upon mutual agreement of the involved Parties.
2. In the event that any provision(s) of this Agreement is (are) determined to be legally invalid, the Parties hereto agree that that particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.
3. The Agreement constitutes the entire Agreement of the Parties with respect to the matters contained herein. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by both Parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect.
4. All disputes resulting in legal action shall be governed by the laws of the State of Utah. Jurisdiction shall be vested in the District Courts in and for the State of Utah. Venue is vested in the Fifth Judicial District Court in and for Iron County, State of Utah or in any other successor district court of competent jurisdiction.
5. Any and all communication regarding this Agreement and its terms shall be communicated by mail to the following addresses:

Cedar City, UT 84720__

Cedar City Corporation
c/o Finance Department – Water Billing
10 N. Main St.
Cedar City, UT 84720

V. EFFECTIVE DATE, SIGNATURE, AND RECORDATION

This Agreement shall be effective as of the date of execution, and upon recordation, in the official records of the Iron County Recorder's Office and shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised, unless the Parties mutually agree to terminate this Agreement. Citizen and Cedar City indicate agreement with the terms of this Agreement by their signatures.

(intentionally left blank)

SIGNATURES AND DATES:

Cedar City's Signature Page

Dated this _____ day of _____, 202_.

Steven Nelson
Mayor

[SEAL]
Attest:

Amber Ray
Recorder

STATE OF UTAH)
 :ss.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 202_, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Steven Nelson, known to me to be the Mayor of Cedar City Corporation, and Amber Ray, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Steven Nelson and she the said Amber Ray executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

Citizen's Signature Page.

Dated this _____ day of _____, 202__.

(signature)

(print)

STATE OF UTAH)
 :ss.
COUNTY OF IRON)

On this _____ day of _____, 202__, _____
personally appeared before me and duly acknowledged to me that s/he signed the above and
foregoing document.

NOTARY PUBLIC

Exhibit A

Legal Description:

INSERT LEGAL DESCRIPTION