

WATER SHARE PURCHASE: TERMS OF AGREEMENT
One Culinary Water Share for Residential Service Only

NOTICE: *Property owners of parcels existing prior to January 1, 2016* that do not own a culinary water share with LDWA shall:

- (1) purchase one water share [assigned by the Association] to the proposed build parcel; and
- (2) complete all LDWA construction requirements prior to beginning excavation, digging, footer installation, or any other building related construction.

The LDWA Board will review and once requirements are satisfied, shall provide written approval to the property owner. Without written approval, LDWA culinary water service to the parcel is not guaranteed. This requirement is in addition to the Town of Leeds requirements.

Washington County, Utah Property Parcel ID Number

Property Legal Description - Attach to this application

Physical Address as recorded with Washington County, Utah

Property Owner - Name of Person(s), Entity, Partnership, Trust, etc, recorded on Property Deed

Mailing Address City, State, Zip

Telephone

E-mail

The Applicant, who owns the above-described property and is or desires to be a water user in the Leeds Domestic Water users Association (LDWA) Water Service Area, in consideration for one culinary water share for water service to one residential unit agrees to:

I. PAYMENT OF FEES AND CHARGES.

Fees and charges shall be paid in accordance with the currently applicable Fee Schedule. Such fees and charges shall include the following:

- a. One Culinary Water Share Purchase – refer to current Rate Schedule.
- b. Standby Tap Fee – refer to current Rate Schedule. Commences on the first of the month following the purchase of the water share. For lots that do not immediately connect to the system, a Standby Fee for water availability due and payable monthly is billed until the Applicant's meter is connected, at which time the Active Water Tap 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 applicable Water Availability Fee will be due as a condition of connection to the system.

c. An Impact Fee and Water Service Connection Fee will be charged at the time the meter is installed to the parcel or construction begins, whichever occurs first. The Water Meter Installation Application is posted on www.LDWAcorp.org or can be requested by email to LDWAcorp@infowest.com

II. ADDITIONAL TERMS AND INFORMATION.

a. Active Water Tap Service Fee. From the date Applicant connects to the system, the Monthly Water Tap Service Fee shall be due and payable monthly as billed.

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

c. Adjustments to Fees and Charges. Fees and Charges may be adjusted from time to time by approval of the LDWA Board of Directors.

d. 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.

e. Discontinuation of Service. If Applicant becomes delinquent for more than forty-five (45) days in payment of charges or fees or breaches this Agreement in any other way, LDWA shall have the right to discontinue all services until all Fees and Charges and a reasonable collection charge have been paid in full to LDWA and the Applicant is no longer in breach of the Agreement. In addition, LDWA may disconnect the meter and water lines serving the Applicant in order to effect discontinuation of services.

Applicant shall pay the minimum fee for resumption and/or reconnection of service before service is resumed.

f. Rules and Regulations. Applicant shall abide by the Policies, Procedures, Resolutions and the Bylaws, Articles, Amendments governing and adopted by Leeds Domestic Waterusers Association.

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

h. Water Shut Offs. LDWA has the right at any time, without notice, to shut off or curtail water service in the event of a water scarcity, hazards, emergencies, or to repair or maintain the LDWA water system.

i. 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.

j. Applicant's Obligation for Water Line. Applicant has the obligation to construct, operate and maintain, repair, and replace, at its sole expense and according to specifications approved by LDWA, any water line extending from the LDWA water meter to the Applicant's property.

k. Acceptance by LDWA. Written acceptance of this Agreement by LDWA will establish the rights and obligations between the Applicant and LDWA concerning the water service described herein.

l. 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.

m. 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, shall survive closing, shall not merge with any document of title, and shall be binding upon Applicant's successors and assigns.

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

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

Date

Signature of
PROPERTY OWNER or APPLICANT PRINTED NAME

LDWA OFFICE USE ONLY	
Date: _____	
Water Share Fee Paid in amount of \$ _____	Check # _____
Notes - _____	
LDWA AUTHORIZATION	