



Cottonwood
Mutual Water Company

All connection and improvement fees including **secondary water** must be paid in full at the time a customer applies for culinary water and to receive a building permit.

Please make three (3) checks payable to the following:

Cottonwood Mutual Water Company

Culinary Connection \$1,500.00

Gardner Cottonwood Water

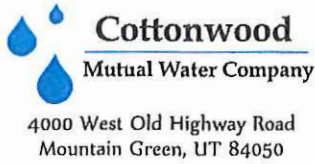
Culinary Improvement \$2,500.00

Secondary Improvement \$1,500.00

\$4,000.00

Mountain Green Secondary Water

Secondary Connection \$2,000.00



For Office Use Only

Account No: _____

Certificate No: _____

Property Address:

Billing Address:

Name

Address

City, State, Zip

Email

Name

Address

City, State, Zip

Phone

I, _____, as the record owner of the property located at: _____, Phase/Lot: _____ (the "**Property**"), on _____, 20 _____, do hereby apply for and agree to the following terms and conditions for receiving culinary water from the *Cottonwood Mutual Water Company* (the "**Company**"):

1. **Submit documentation verifying your ownership of the Property. The documentation must show your legal name as it appears on title; for example, a copy of your Warranty Deed.**
2. I/we understand and agree that as the property owner(s) of record, I/we will be responsible to pay all assessments, fees, rates and other charges associated with my/our water service as may be set from time to time by the Board of Directors of the Company. I/we further understand that under the Articles of Incorporation, Bylaws, and rules and regulations of the Company that if my/our water service account becomes 90 days delinquent, the Company may enforce payment through the suspension of water service, the imposition of a reinstatement fee, and other lawful means. The payment of delinquent assessments may be enforced through the imposition of a penalty, the accrual of interest, the suspension of water service and other lawful means.
3. I/we agree to promptly notify the Company and cancel water service if the Property transfers ownership either through a sale or other conveyance (such as a conveyance to a trust or other entity).
4. I/we agree that, upon reasonable notification, the Company shall have ingress and egress access to the Property to maintain meters, meter sets, yokes, connections, etc. appertaining to the Company. Meters may be accessed for periodic reading without prior notification.
5. I/we agree to maintain access to the meter and meter box at all times during and after construction. At no time shall soil, wood mulch, construction debris, planting materials, landscaping or any other obstructions be placed over the top of the meter box. Obstructions which limit or prohibit access to a meter box, as determined by the Company or its agents, shall be removed/remedied at my/our expense.
6. I/we agree that water service shall be subject to the Articles of Incorporation, Bylaws, and rules and regulations of the Company as they currently exist, and as they may be amended from time-to-time by the Board of Directors and/or the shareholders of the Company. These documents can be reviewed at the Company's office, or online at www.cottonwoodwater.com.

Owner

Date

Owner

Date

Approved by (*Cottonwood Mutual Water Company* official)

FEE SCHEDULE (To be paid by new owners upon sale, deed transfer, etc.)	<i>For Office Use Only</i>
Share Transfer Fee \$ 25.00	
RECEIPT ACKNOWLEDGEMENT	
I, _____, received \$ _____ Check No. _____ on _____, 20 _____	

RESIDENTIAL CONNECTION AND METER SET AGREEMENT



Property Address:

Name

Address

City, State, Zip

Email

Billing Address:

Name

Address

City, State, Zip

Phone

I, _____, as the record owner of the property located at: _____, Phase/Lot #: _____ (the "Property"), on _____, 20 _____, do hereby agree to the following terms and conditions for receiving Culinary water service from the *Cottonwood Mutual Water Company* (the "Company"):

Please read and initial the statements below:

1. When culinary water is needed at the property, the owner must contact Cottonwood Mutual Water Company (CMWC) and request a meter during regular business hours (Monday- Thursday, 9 am – 1 pm). The request must be received at least 48 hours prior to the water needed. Once a meter is installed, the property owner will be billed the monthly rate from that time forward. It will be the property owner's responsibility to stay current on all water bills or water service can be shut off.
2. Each water account must be in the name of the property owner of record as recorded with Morgan County.
3. ***All water must be metered. Any property owner, contractor, or homeowner using water without a meter will be assessed a \$550.00 fine per occurrence. Any jumper (connection to the system without a meter by any means) will be confiscated and fines assessed. In addition, county officials (Sheriff and Health Department) may be notified of possible criminal intent. Once a fine is assessed, the property will not be serviced with water until the fine is paid in full.***
4. No water meter can be set in a driveway or road entry apron, and shall be located a minimum of eighteen (18") inches from the driveway and/or road entry apron. Relocation will be at the owner's expense.
5. No modification of any kind can be made to the CMWC owned water box without prior notification and permission from CMWC.
6. The twenty-four inch by thirty-six inch (24" x 36") water box will require a three-quarter inch (3/4") connection to a one inch (1") service line feeding the house.
7. The water line must maintain a three foot (3') horizontal separation from the sewer line.
8. Contact CMWC office at (801) 876-3895 to schedule an inspection of the line connecting to the house and meter box during regular business hours (Monday – Thursday, 9:00 am to 1:00 pm). A request must be received twenty-four (24) hours in advance.

9. CMWC must be given the opportunity to inspect the connection, lines, meter sets, etc. prior to burial and reserves the right to require the property owner, contractor, or home owner to excavate at their expense, any lines, connections, meter sets, etc. directly related to the culinary water system that were not visually inspected and approved by a CMWC representative.

10. It is illegal to open any fire hydrant for construction or recreational purposes. Fines of \$550.00 per occurrence will be charged.

11. Clear access to the meter and meter box shall be maintained at all times during and after construction. At no time shall soil, wood mulch, construction debris, planting materials, landscaping or any other obstruction be placed over the top of the meter box. Obstructions which limit or prohibit access to a meter box, as determined by CMWC or its agents, shall be removed/remedied at property owner's expense.

12. It is the owner's responsibility to notify contractors and sub-contractors, or others that may use water to benefit the property, of the contents of this agreement.

Owner

Date

Witness by (*Cottonwood Mutual Water Official*)

FEE SCHEDULE

Cottonwood Mutual Water Company

Water Connection Fee \$ 1,500.00

RECEIPT ACKNOWLEDGEMENT

I, _____, received \$ 1,500.00 Check No. _____ on
_____, 20____.

Contractor Information

Business Name: _____ Contact Person: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

GARDNER COTTONWOOD WATER
201 S. MAIN, SUITE 2015
SALT LAKE CITY, UT 84111
801-456-1280

CULINARY AND SECONDARY IMPROVEMENT FEES

SECTION A

Previous Owner: _____ Homeowner: _____
Contractor: _____ Billing Address: _____
Billing Address: _____ City, State, Zip: _____
City, State, Zip: _____ Phone Number: _____
Phone Number: _____ Phase and Lot#: _____
Lot Size: _____
Property Location: _____

Type of Service Requested: Residential Commercial

SECTION B

Print Name: _____ Contractor's Signature: _____
Homeowner's Signature: _____ Date: _____

SECTION C

Gardner Cottonwood Water, LLC:	\$4,000
Secondary Improvement Fee	1500.00
Culinary Improvement Fee	2500.00

SECTION D RECEIPT ACKNOWLEDGEMENT

I _____ have collected the fees listed above.

Amount _____ Date _____ Check No. _____

MOUNTAIN GREEN SECONDARY WATER

201 S. MAIN, SUITE 2015
SALT LAKE CITY, UT 84111
801-456-1280

SECONDARY WATER APPLICATION

SECTION A

Previous Owner: _____ Homeowner: _____
Contractor: _____ Billing Address: _____
Billing Address: _____ City, State, Zip: _____
City, State, Zip: _____ Phone Number: _____
Phone Number: _____ Phase and Lot#: _____
Property Location: _____ Lot Size: _____

Type of Service Requested: Residential Commercial

Service Date: _____

SECTION B

I hereby acknowledge that I have read and do agree to comply with the attached "Secondary Water Guidelines"

Print Name: _____ Contractor's Signature: _____

Homeowner's Signature: _____ Date: _____

SECTION C

Mountain Green Secondary Water:

Secondary Connection Fee \$2,000.00

SECTION D RECEIPT ACKNOWLEDGEMENT

I _____ have collected the fees listed above.

Amount _____ Date _____ Check No. _____

SECTION D Annual Secondary Fees

<u>Lot Size</u>	<u>Annual Rate</u>
1/4 acre	\$ 244
1/3 acre	\$ 262
1/2 acre	\$ 286
3/4 acre	\$ 322
1 acre	\$ 346
5 acres	\$ 418
10 acres	\$ 598

Fee will be invoiced at the beginning of each season for that season's usage. Annual fee will be pro-rated for new users.