



**2815 WEST 3300 SOUTH  
WEST HAVEN, UTAH 84401  
801-731-1668**

6/11/2024

Weber County Planning Commission  
2380 Washington Boulevard  
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that **Preliminary Will Serve** has been given and the Taylor West Weber Water District ("the District") has the capacity to provide **only** culinary water for Shayne Mosher for **1 lot**. The property is located at 1050 S. 3400 W. Taylor, UT (unincorporated Weber County). The District currently has a 14" water line on 3500 W. The District has enough water capacity to serve this proposed lot. The fire marshal must review the plans and determine where or if fire hydrants are needed. Taylor West Weber Water specifications and standards must be followed in all installation procedures.

Requirements that need to be met for culinary water service:

- Plan review fee and recording fee= \$200 per lot
- Plan review and acceptance from Taylor West Weber Water District Engineer.
- Water rights impact fee= **Paid**
- Secondary Water= Must have pressurized secondary water from Hooper Irrigation or complete the requirements for a future secondary water connection. (see contract)
- Impact fee=\$6,756.00. This fee includes the cost of the meter.
- Construction water fee \$100 for the use of water during construction of the home.
- Connection fee \$2,800 the district will install the water line.
- The District reserves the right to make or revise changes as needed or as advised by the District's engineer or the District's attorney.
- If a fire hydrant(s) are needed an additional fee for a fire hydrant installation will be assessed.

**This is for preliminary approval only. Final approval shall not be permitted until approval is given by the District.** Because fees may change this letter expires six months after it has been issued. Expires December 11, 2024.

Sincerely,

Ryan Rogers – Manager

Taylor West Weber Water District



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## **FUTURE SECONDARY WATER CONNECTION AGREEMENT**

This Agreement ("Agreement") is between TAYLOR WEST WEBER WATER DISTRICT ("District"), HOOPER IRRIGATION COMPANY ("Hooper"), and the signatory of this document hereinafter referred to as the "Owner". Owner owns in fee simple real property located at the address and description described in "Exhibit A".

WHEREAS, Owner acknowledges that the property described in Exhibit A lacks an established secondary water connection; and

WHEREAS, Owners desires to obtain an established culinary water connection from District; and

WHEREAS, District requires a functional and approved secondary water connection where available prior to allowing a connection to its culinary water system; and

WHEREAS, Owner agrees to establish a secondary water connection to Hooper when such a connection becomes available subject to the terms of this Agreement; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, Owner and District agree as follows:

1. Purchase of Shares. Prior to District allowing Owner to connect to District's culinary water lines, Owner shall purchase the requisite number and class of water share(s) in Hooper to service the Owner's property identified in Exhibit A. Owner shall contact Hooper and provide relevant information needed to determine the requisite number and class of water share(s). The number and class of water share(s) required shall be determined solely by Hooper.

After purchase of said water share(s), Owner shall bring said water share(s) to Hooper. Hooper shall verify that the purchased water share(s) are valid and sufficient, and upon verification Hooper shall hold said water share(s) in escrow until such time as Hooper has installed the necessary infrastructure and is ready and able to service Owner's property with secondary water. At the time of delivering the water share(s) to Hooper, Owner shall also pay the connection fee, meter cost and installation costs required by Hooper.

Owner shall bring a receipt from Hooper to District indicating the establishment of the escrow with Hooper and the payment of the associated connection fee as contemplated herein.

2. Meter, Installation & Time Limitation to Establish a Connection. Upon the installation of Hooper secondary water lines to Owner's property or within proximity to Owner's property identified in Exhibit A so that a connection can reasonably be made, Owner shall allow Hooper to establish a connection to the Hooper secondary water line from the funds previously paid by Owner to Hooper under paragraph 1 above. Hooper shall, in Hooper's sole discretion, determine when and if a secondary water connection to Hooper is reasonably available for connection.
3. Failure to Connect. Owner agrees and acknowledges that Owner's failure to connect to Hooper's secondary water line as required by this Agreement and at a time when Hooper is willing and able to establish a connection to Hooper's secondary water line will result in the District's ability to charge Owner a failure to connect fee in the amount of \$1,000.00. District may charge Owner this failure to connect fee annually until Owner has established a connection to the Hooper secondary water line as provided by and agreed to in this Agreement.
4. Term. This Agreement shall be effective as of the date of the last party to execute this Agreement and shall remain in full force and effect until the terms of this Agreement have been satisfied.
5. Governing Law. It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.
6. Entire Agreement. District, Hooper, and Owner acknowledge and agree that this Agreement constitutes the entire integrated understanding between District, Hooper, and Owner, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

[signature page to follow]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates provided below.

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of additional owner (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

STATE OF UTAH

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ who  
acknowledged to me that he/she/they executed the foregoing instrument this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Taylor West Weber Water District

\_\_\_\_\_  
Date

STATE OF UTAH

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ who acknowledged to me that  
he/she/they executed the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Hooper Irrigation Company

\_\_\_\_\_  
Date

STATE OF UTAH

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ who acknowledged to me that  
he/she/they executed the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public

EXHIBIT A

PROPERTY ADDRESS AND DESCRIPTION