

# LINCOLN AVENUE WATER COMPANY

## Application to Purchase Water Stock

Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Property Address: \_\_\_\_\_

No. of Shares: \_\_\_\_\_ Price per Share: \_\_\_\_\_

The undersigned Applicant hereby applies for the purchase of the number of shares indicated above. The number of shares needed is determined by the size of, or planned use for, the property for which water service is sought. Applicant understands that acquisition of shares of stock in Lincoln Avenue Water Company does not guarantee water service to the Property, as that may depend on factors outside the control of the Company. Applicant further understands that water service is subject to the following conditions:

1. Applicant shall comply with Company rules regarding water service in force at the time water service is requested, as those rules may be amended from time to time. All service shall be in accordance with Company rules.
2. The provision of water service to the Property is conditioned upon the Applicant meeting all requirements of any other governmental entity having jurisdiction over the Property.
3. Applicant acknowledges that water service to the Property shall be subject to the availability of water. Applicant understands that, while there is currently no prohibition against additional connections, Company has the authority to reduce and restrict service connections. Applicant further acknowledges and agrees that this letter does not constitute any guarantee that, at the time of connection, water service will be available for the Property.
4. The Company does not guarantee any specific quantities or quality of water, pressures or flows with respect to water service provided by the Company. Notwithstanding the foregoing, the Company complies with all applicable Federal, State and local water quality standards.

5. As a condition of receiving water service on the property, applicant will be required to submit a set of construction plans and fire department requirements for the site.

6. Applicant shall grant Company all easements required for water service to the property, together with a policy of title insurance guaranteeing Company's title to and interest in such easements. Applicant will be responsible for all fees and charges associated with the easements.

7. APPLICANT SHALL BE RESPONSIBLE FOR ALL COSTS RELATED TO PROVIDING WATER SERVICE TO THE PROPERTY. COSTS MAY INCLUDE, BUT ARE NOT LIMITED TO:

- ENGINEERING AND/OR ENVIRONMENTAL STUDIES
- STAFF AND PROFESSIONAL SERVICES
- DESIGN AND INSTALLATION OF ANY ADDITIONAL FACILITIES AND IMPROVEMENTS DETERMINED TO BE NECESSARY.

8. The agreements set forth in this Application shall be binding on Applicant and its successors, heirs, and assigns.

9. The application shall expire twenty four months from this date if the project has not been completed.

Please attach documentation (tax records, escrow documents, etc.) indicating ownership and location of property to be served.

Please attach plans, if available, or describe development planned for the property.

I have read and understand the terms and conditions set forth above, and agree to said terms and conditions as a condition of buying stock in Lincoln Avenue Water Company.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date