

To: Eagles Landing Water Company LLC;

Subject: Recent water bill solicitation

To whom it may concern,

We recently received your water bill charging us \$4000 to connect water to our home. Please be advised, we have no intention of paying this charge. When we bought our property in 2012 we became the second owner of this property. The water meter was already attached to our home and you are trying to single out "new installations", not previously existing. We signed a legally binding contract with the local credit union, properly researched title agreement through Backman Title, and satisfactorily completed HUD-1. I have attached the HUD-1 (please see attached statement). Please look at the HUD-1 settlement statement of explanations as listed below.

Settlement charges

This section, on Page 2, contains the 700 series of real estate brokerage fees, 800 series of lender fees, 900 series of prepaid charges (such as interest and mortgage insurance), 1000 series of escrow (or impound) deposits, 1100 series of title insurance fees, 1200 series of government recording fees and transfer taxes, and 1300 series of other settlement charges. The last is a catchall used for such miscellaneous expenses as a home inspection or pest control report.

Escrow deposits, if any, are set aside by the lender to pay the buyer's or borrower's property taxes and homeowners insurance premiums. Green says lenders typically collect a cushion in case the amounts increase, but they aren't allowed to pad the account.

Read more: <http://www.bankrate.com/finance/real-estate/hud-1-closing-statement.aspx#ixzz2j7kJq1cj>

With a clear HUD-1 we are not obligated to pay any further charges. Say for example the people that painted our house decided they wanted another \$4000 and sent us a bill. The people that installed our carpet sent us a bill for \$4000. Anyone else involved in the construction of our house doing the same, etc....

Obviously the HUD-1 is there for our protection. During the sale of our home if you held a lien against our home you had the opportunity to attach your charges in line 808 under, "items payable in connection with loan". You did not. Again, if you held a lien against us your final option would have been to add it to line 1302, "additional settlement charges", which as identified above is the final financial catch all, and you did not.

What you are trying to do would indicate a paradigm shift in the method of "good faith estimates, GFE" and the manner in which title companies would be forced to perform their searches, establishment of escrow fees and the federal guidelines establishing the requirements for processing the HUD-1 forms.

I suggest you reach out to the title companies that perform the services for HUD-1 originations and attach your "installation fees" for future sales in the Birdseye community. In that manor you will be within your rights as a public facilitator of services as outlined by the Utah Department of Water Services. If we yield to your claim then all the painters, carpet layers and any other entity associated with our home purchase will have "cart blanch" to harass and charge us any funds they feel they are deserving of.

Sincerely,

Bryan and Teresa Young

19719 Elk Horn Circle,

Birdseye.Utah

<http://www.hud.gov/offices/adm/hudclips/forms/files/1.pdf>

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