

RURAL WATER DISTRICT NO. 2, MAYES COUNTY, OKLAHOMA

P. O. Box 787
Chouteau, OK. 74337-0787

**APPLICATION FOR BENEFIT UNIT,
WATER USER'S AGREEMENT &
GRANT OF EASEMENT**

This agreement entered into between the RURAL WATER DISTRICT NO. 2, MAYES COUNTY OKLAHOMA, organized under Oklahoma Statutes 82, 1324.1 et seq., hereinafter referred to as "DISTRICT", and _____, PARTICIPATING MEMBER of the District, hereinafter referred to as "MEMBER", Benefit Unit No. _____ (to be assigned).

WITNESSETH:

WHEREAS MEMBER desires to subscribe to a Benefit Unit which will entitle MEMBER to water service from DISTRICT and to enter into a water user's agreement as required by the By-Laws of DISTRICT.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

1. So long as MEMBER complies with DISTRICT By-Laws, Rules and Regulations and the terms of this Agreement, DISTRICT agrees to sell and deliver potable water to MEMBER at the land hereinafter described all in accordance with DISTRICT By-Laws and Rules and Regulations.
2. MEMBER agrees and does hereby subscribe for and pay for one Benefit Unit to be issued by DISTRICT for the sum of **Two thousand dollars (\$2,000.00)**. The consideration paid for Benefit Unit shall be considered donation to the District and shall in no event, and under no circumstances, be refunded to the subscriber. **MEMBER agrees to pay an additional charge if a road bore crossing and/or construction fee is required.**
3. MEMBER agrees and does hereby pay a fifty-dollar (\$50.00) account deposit.
4. MEMBER hereby states one of the following usages for the Benefit Unit herein intended:

- A. _____ **Single Family Residential (Normal Usage):** including standard outbuilding, non-commercial agricultural and non-commercial outdoor usage/purposes. Average usage ranging from 0.25 gpm (~10,800 gallons/month) to 0.50 gpm (~21,600 gallons/month).
Initial _____
- B. _____ **Single Family Residential (High Usage):** Note: Larger meter may be required at additional cost.
Initial _____

Intended Use	Estimated Daily Usage (gpm)	Estimated Monthly Usage (gals)

- C. _____ **Multi-Family Residential, Apartments, Hotels, Motels, RV Parks, Commercial, Industrial or (Other)** _____, all of which shall comply with the DISTRICT's "Retail for Resale Agreement"
Initial _____

Intended Use	Estimated Daily Usage (gpm)	Estimated Monthly Usage (gals)

5. MEMBER agrees that any **excess, reoccurring usage** outside of unforeseen abnormal/ unintended/ accidental usage, as agreed to and listed above, may constitute the DISTRICT's right to take action to **reduce and/or remove the MEMBER's right to water service**. In such case, MEMBER may (at MEMBER's cost) be required to make improvements to the DISTRICT's system to ensure adequate flow and pressure to said MEMBER and the surrounding existing customers affected by such increased water usage.

6. MEMBER agrees, as a condition of water service from DISTRICT to the following:
- A. Pay a minimum monthly base rate from the time of the approval of this application, and pay for additional water used, at the rates set out in the rate schedule adopted by the Board of Directors. MEMBER acknowledges that said rates are subject to change in the sole discretion of the Board of Directors and without notice and that in the event of a change, MEMBER agrees to pay any additional increase in water rates. Any changes made in the minimum monthly base rate and rate schedule, by the Board of Directors of DISTRICT shall become part of this agreement as though fully set out herein.
 - B. Until such time as MEMBER is notified by DISTRICT, the meter will be read by DISTRICT each month and a water service bill will be rendered by DISTRICT on or before the fifth (5th) day of the following month in which the meter was read. MEMBER agrees to pay said service bill on or before the sixteenth (16th) of the month in which the bill is rendered or be subject to a late charge of five percent (5%). **Failure of MEMBER to receive a service bill shall not excuse MEMBER from their obligation to pay.** Failure to pay service bill shall result in the discontinuance of water service.
 - C. The water service supplied by DISTRICT shall be for the sole use of MEMBER; MEMBER agrees that they will not extend or permit the extension of pipes for the purpose of transferring water from the herein described property to another, nor will they share, resell or sub-meter water to any other customer. Each water service connection shall supply water to only a single residence and/or business together with the necessary and usual out-buildings. DISTRICT may discontinue water service to MEMBER if they allow a connection or extension to be made to their service line for the purpose of supplying water to another user.
 - D. MEMBER agrees that they will make no physical connection between any private water system and the water lines serviced by DISTRICT. Representatives of DISTRICT may, at any reasonable time, come on the premises where the water service is being used, for the purpose of inspecting for violation of this provision. Violation of this provision shall be grounds for disconnection of water service.
 - E. **The MEMBER shall be solely responsible for the installation of and/or entire cost of a roadway bore and casing, necessary to serve a proposed Benefit Unit.**
 - F. The MEMBER shall install and maintain at their own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of DISTRICT at the nearest place of desired use by MEMBER, provided DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water service at that point.
 - G. The MEMBER agrees to comply with and be bound by the Articles, By-Laws, Rules and Regulations of DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The MEMBER also agrees to pay for water service at such rates, time and place as shall be determined by DISTRICT and agrees to the imposition of such penalties for non-compliance as are now set out in DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by DISTRICT.
 - H. DISTRICT shall have final authority in any question of location of any service line connection to its water distribution and to determine the allocation of water to MEMBER in the event of a water shortage. In the event the total water supply shall be insufficient to meet all of the needs of MEMBER, or in the event there is a shortage of water, DISTRICT may pro-rate the amount of water available to a MEMBER on such basis as is determined by the Board of Directors.
 - I. A sewage disposal system to service the tract to which this Benefit Unit is assigned shall be approved by the Oklahoma Department of Environmental Quality prior to completing the water service connection. MEMBER shall be responsible for furnishing proof of approval of their sewage disposal system to DISTRICT.
 - J. The tract to which this Benefit Unit is assigned is that tract described in paragraph seven (7).

7. The undersigned MEMBER, in consideration of One Dollar (\$1.00) and other good and valuable considerations paid by DISTRICT to MEMBER, the receipt and sufficiency of which consideration is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey unto said DISTRICT, it's successors and assigns, a perpetual easement with the right to erect, construct, install, lay, remove and replace and thereafter use, operate, inspect, repair, maintain, replace and remove a potable water transmission and distribution line or lines over and across land owned by MEMBER in _____ County, State of Oklahoma, to wit: (See Attached Right-of-Way Easement)

IN WITNESS WHEREOF, this Application for Benefit Unit, Water User's Agreement and Grant of Easement is made and entered into this _____ day of _____, 20 ____.

Signature of MEMBER

Signature of MEMBER

Printed Name of MEMBER

Printed Name of MEMBER

STATE OF OKLAHOMA)
)
COUNTY OF _____) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 20____, personally appeared _____, _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that she/he/they executed the same as her/his/their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission Expires:

(SEAL)

ACCEPTANCE by the Board of Directors of Rural Water District No. 2, Mayes County, Oklahoma, this _____ day of _____, 20____.

Rural Water District No. 2
Mayes County, Oklahoma

ATTEST:

By: _____
Chairman of the Board of Directors

Secretary

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called Grantor(s), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by RURAL WATER DISTRICT NO.2, MAYES COUNTY, OKLAHOMA, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to construct, maintain, operate, repair, replace and remove a water distribution system pipeline or pipelines and appurtenances thereto, in, under, over and across the following land owned by Grantor in _____ County, State of Oklahoma.

Together with the right of ingress and egress over Grantor's adjacent lands for the purposes for which the above-mentioned rights are granted. The easement herein granted is subject to any and all previous easements of record.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. The agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following: _____.

IN WITNESS WHEREOF, the Grantors have executed this instrument, this ____ day of _____, 20____.

Signature

Signature

Printed Name

Printed Name

STATE OF OKLAHOMA)
)
COUNTY OF _____) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 20____, personally appeared _____, _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that she/he/they executed the same as her/his/their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission Expires:

(SEAL)

