

MUSKOGEE COUNTY
RURAL WATER DISTRICT #7
P O BOX 907
101 N LEO LANE
FORT GIBSON OK 74434

SEQ _____
ACCT# _____
METER# _____
RDG _____
INST-DATE _____
SYS-DATE _____

THE UNDERSIGNED HEREBY MAKES APPLICATION TO MUSKOGEE COUNTY RURAL WATER DISTRICT #7 FOR WATER SERVICE AT AND UPON, THE PREMISES DESCRIBED BELOW AND AGREES TO CONNECT TO, AND TO PAY FOR, THE SAID SERVICE AT THE RATES ESTABLISHED BY THE BOARD OF DIRECTORS.

THE LEGAL DESCRIPTION OF THE PREMISES IS AS FOLLOWS: _____

AND THE USE IS TO BE: _____

RECEIPT OF A DEPOSIT OF \$ _____ IS ACKNOWLEDGED WHICH SHALL BE RETAINED BY THE DISTRICT AS A DEPOSIT TO INSURE PAYMENT OF MONTHLY WATER CHARGES. AND IF THIS APPLICATION IS APPROVED, THE APPLICANT AGREES TO PAY THE DISTRICT \$ _____ FOR A BENEFIT UNIT CERTIFICATE. THE CONSIDERATION PAID FOR THE BENEFIT UNIT CERTIFICATE IS A DONATION TO SAID DISTRICT AND SHALL NOT BE REFUNDED TO THE CERTIFICATE HOLDER EXCEPT IN THE CIRCUMSTANCES DESCRIBED BELOW.

IT IS FURTHER AGREED THAT THE UNDERSIGNED SHALL DILIGENTLY UNDERTAKE TO HAVE HIS PREMISES PREPARED FOR WATER SERVICE, IF SUCH IS NOT NOW INSTALLED, SO THAT WITHIN THIRTY DAYS AFTER SERVICE IS OFFERED HIM BY WRITTEN NOTICE HE WILL BE IN A POSITION TO USE THE SERVICE. AFTER THAT DATE THE SUBSCRIBED SHALL COMMENCE PAYMENT FOR SERVICE OR FORFEIT HIS DEPOSIT AT HIS OPTION. IF THE WATER DISTRICT IS UNABLE TO MAKE A CONNECTION FOR WATER, THE DEPOSIT AND THE DONATION FOR A BENEFIT UNIT WILL BE REFUNDED UPON RECEIPT OF THE BENEFIT UNIT CERTIFICATE AND THERE WILL BE NO FURTHER OBLIGATION OF EITHER PARTY.

APPLIED FOR THIS _____ DAY _____ MONTH _____ YEAR.

APPLICANTS SIGNATURE _____

APPLICANTS ADDRESS _____

_____ PHONE _____

DATE PRESENTED TO THE BOARD _____ APPROVED _____ YES _____ NO

WATER USERS AGREEMENT

THIS AGREEMENT IS ENTERED INTO BETWEEN THE MUSKOGEE COUNTY RURAL WATER DISTRICT #7, A NONPROFIT CORPORATION, HEREINAFTER CALLED THE DISTRICT AND _____ HEREINAFTER CALLED MEMBER.

WITNESETH

WHEREAS, THE MEMBER DESIRES TO PURCHASE WATER FROM THE DISTRICT AND TO ENTER INTO A WATER USERS AGREEMENT AS REQUIRED BY THE BYLAWS OF THE SAID 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:

THE DISTRICT SHALL FURNISH, SUBJECT TO THE LIMITATION SET OUT IN ITS BYLAWS AND RULES AND REGULATIONS NOW IN FORCE OR AS HEREAFTER AMENDED, SUCH QUANTITY OF WATER AS MEMBER MAY DESIRE IN CONNECTION WITH MEMBER'S OCCUPANCY OF THE BEFORE DESCRIBED PROPERTY.

THE MEMBER AGREES TO GRANT TO THE DISTRICT, ITS SUCCESSORS AND ASSIGNS A PERPETUAL EASEMENT IN, OVER, UNDER AND UPON THE DESCRIBED PROPERTY WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL, LAY, AND THEREAFTER USE, OPERATE, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER PIPELINES AND APPURTENANT FACILITIES, TOGETHER WITH THE RIGHT TO UTILIZE ADJOINING LANDS BELONGING TO THE MEMBER FOR THE PURPOSE OF INGRESS TO AND EGRESS FROM THE DESCRIBED LANDS.

THE MEMBER SHALL INSTALL AND MAINTAIN AT THE MEMBER'S EXPENSE A SERVICE LINE WHICH SHALL BEGIN AT THE METER AND EXTEND TO THE DWELLING OR PLACE OF USE.

THE MEMBER AGREES TO COMPLY WITH AND BE BOUND BY THE ARTICLES, BYLAWS, RULES AND REGULATIONS OF THE DISTRICT, NOW IN FORCE, OR AS HEREAFTER DULY AND LEGALLY SUPPLEMENTED, AMENDED, OR CHANGED. THE MEMBER ALSO AGREES TO PAY FOR WATER AT SUCH RATES, TIME, AND PLACE AS SHALL BE DETERMINED BY THE DISTRICT, AND AGREES TO THE IMPOSITION OF SUCH PENALTIES FOR NON-COMPLIANCE AS ARE NOW SET OUT IN THE ASSOCIATION'S BYLAWS AND RULES AND REGULATIONS, OR WHICH MAY BE HEREAFTER ADOPTED AND IMPOSED BY THE DISTRICT.

THE DISTRICT SHALL PURCHASE AND INSTALL A CUTOFF VALVE AND MAY ALSO INCLUDE A WATER METER IN EACH SERVICE. THE DISTRICT SHALL HAVE EXCLUSIVE RIGHT TO USE SUCH CUTOFF AND WATER METER.

THE DISTRICT SHALL HAVE FINAL AUTHORITY IN ANY QUESTION OF LOCATION OF ANY SERVICE LINE CONNECTION TO ITS DISTRIBUTION SYSTEM, SHALL DETERMINE THE ALLOCATION OF WATER TO MEMBERS IN THE EVENT OF A WATER SHORTAGE AND MAY PRORATE THE WATER AVAILABLE AMONG THE MEMBERS ON SUCH BASIS AS IS DEEMED EQUITABLE BY THE BOARD OF DIRECTORS, AND MAY PRESCRIBE A SCHEDULE OF HOURS COVERING USE OF WATER FOR GARDEN PURPOSES BY MEMBERS, AND REQUIRE ADHERENCE THERETO OR PROHIBIT USE OF WATER FOR GARDEN PURPOSES IF AT ANY TIME THE TOTAL WATER SUPPLY SHALL BE INSUFFICIENT TO MEET THE NEEDS OF ALL MEMBERS FOR DOMESTIC PURPOSES BEFORE SUPPLYING ANY WATER FOR LIVESTOCK PURPOSES AND MUST SATISFY ALL THE NEEDS OF ALL MEMBERS FOR DOMESTIC AND LIVESTOCK PURPOSES BEFORE SUPPLYING ANY WATER FOR GARDEN PURPOSES.

EACH METER IS TO SERVICE ONE DWELLING OR RESIDENCE. ANY MEMBER FOUND SERVICING MORE THEN ONE WILL HAVE THIRTY DAYS TO COME INTO COMPLIANCE OR HAVE THEIR SERVICE DISCONNECTED.

FOR THE SAFETY OF OUR WATER SYSTEM, IT IS ILLEGAL TO TEE METERED WATER INTO A LINE SERVICED BY A WELL OR OTHER SOURCE OF WATER. THE MEMBER WILL DISCONNECT FROM ANY OTHER WATER SUPPLY PRIOR TO CONNECTING TO OR SWITCHING TO THE DISTRICT'S SYSTEM AND SHALL ELIMINATE ANY PRESENT OR FUTURE CROSS-CONNECTIONS IN THE MEMBER'S SYSTEM.

THE MEMBER AGREES TO PROVIDE THE DISTRICT WITH A COPY OF THE PERC TEST WITH THE COMPLETED APPLICATION AND A COPY OF THE DEQ FINAL INSPECTION OF THEIR SEWER SYSTEM AS SOON AS AVAILABLE.

WATER CHARGES TO THE MEMBER SHALL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE, REGARDLESS OF WHETHER THE MEMBER CONNECTS TO THE SYSTEM.

FAILURE OF A MEMBER TO PAY WATER CHARGES DULY IMPOSED SHALL RESULT IN THE AUTOMATIC IMPOSITION OF THE FOLLOWING PENALTIES:

1. NONPAYMENT AFTER FIFTEEN DAYS FROM THE DUE DATE WILL BE SUBJECT TO A PENALTY OF THIRTY PERCENT OF CURRENT BILLS. ALL BILLS ARE DUE ON THE FIRST OF THE MONTH.
2. NON PAYMENT AFTER 30 DAYS FROM THE DUE DATE WILL RESULT IN A DIS-CONNECTION OF SERVICE AND \$100.00 RECONNECT FEE WILL BE ASSESSED.

AGREED TO AND ACCEPTED _____ DAY _____ MONTH _____ YEAR.

MEMBER _____

SPOUSE _____

DISTRICT REP. _____

RIGHT-OF -WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT _____ HEREINAFTER CALLED GRANTORS, IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY RURAL WATER DISTRICT #7 MUSKOGEE 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 ERECT, CONSTRUCT INSTALL AND REMOVE PIPELINE FOR TRANSPORTING WATER OVER AND ACROSS THE FOLLOWING LAND OWNED BY GRANTORS IN _____ COUNTY, STATE OF OKLAHOMA:

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER SAID GRANTED LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 20 FEET IN WIDTH. 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 EXCEPT THAT GRANTEE WILL PLACE THE GRADE AND FENCES BACK IN SUBSTANTIALLY THEIR SAME CONDITION 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 THE GRANTORS PREMISES. THIS 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 LAND.

IN WITNESS WHEREOF THE SAID GRANTORS HAVE EXECUTED THIS INSTRUMENT THIS _____ DAY _____ MONTH _____ YEAR

STATE OF OKLAHOMA)

MUSKOGEE COUNTY)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN, AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY _____ MONTH _____ YEAR, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO EXECUTED THE ABOVE AND FOREGOING EASEMENT AND ACKNOWLEDGED TO ME THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH AND I HEREBY CERTIFY.

WITNESS MY HAND AND SEAL AS SUCH NOTARY PUBLIC ON THE DAY AND YEAR LAST MENTIONED ABOVE.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC