

WATER USER'S AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between Red Rock Rural Water System, a public body organized pursuant to Minnesota Statute 116A. et. seq. (hereinafter "RRRWS") and _____ (hereinafter "Member").

WITNESSETH

WHEREAS, RRRWS is organized pursuant to Minnesota Statutes, Chapter 116A et. seq. as a rural water system, and

WHEREAS, Member wants to become a part of RRRWS and purchase water from RRRWS; and

WHEREAS, RRRWS is contemplating an expansion of its system to possibly include Member; and

WHEREAS, Member will pay the sum of \$500.00 if member is included in project;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, it is agreed by the undersigned as follows:

1. Member hereby agrees that the real estate described below can be assessed in the amount of \$16,000.00 plus interest, at a rate to be determined later, for all costs to connect the real estate described below to RRRWS. RRRWS shall have the sole and exclusive right to determine the annual rate of interest which will be charged on the assessment.
2. Member hereby agrees to pay for all water which passes through the meter which will be located on or near the real estate described below. Member hereby also agrees to pay the minimum monthly charge RRRWS establishes for water services and any and all charges RRRWS may impose in the future.
3. Member hereby agrees to abide by all the rules, policies, and regulations currently enacted by RRRWS, and all rules, regulations, and policies which RRRWS adopts at any time subsequent to the date of this Agreement.
4. Member hereby acknowledges that RRRWS will only provide water to the real estate currently covered by the real estate tax parcel number listed below. The real estate tax parcel identified below will be entitled to connect one residential household and an unlimited number of outbuildings to RRRWS.
5. Member hereby grants and conveys to RRRWS a permanent easement on, over, under, across, and through the real estate described below to install, inspect, repair, and replace waterline(s), valve(s), meter(s), and all other equipment necessary to deliver water to Member.
Member also hereby grants and conveys to RRRWS a permanent easement for ingress and egress over and across the real estate described below to allow RRRWS to inspect, repair, construct, and replace waterline(s), valve(s), meter(s), and other equipment located on Member's real estate described below.
RRRWS shall have the sole and exclusive discretion to determine where the waterline(s), valve(s), meter(s), and other equipment will be located on the real estate described below. RRRWS shall also have the sole and exclusive discretion to determine the location and dimensions of the easements Member granted to RRRWS herein.
6. Member hereby agrees that Member will not extend any waterline off of the real estate described below without first containing the written approval from RRRWS.

7. RRRWS shall have the right to terminate water service to Member if Member violates any term or condition of the Agreement or any current or future rules and regulations promulgated by RRRWS including, but not limited to, the failure to pay water charges or special assessment installments when due.
8. Notwithstanding, any other terms of this agreement to the contrary, this entire agreement shall become null and void if RRRWS at its sole and exclusive discretion determines member will not be part of the expansion project.
9. Member shall have no right to assign this Agreement (or any part thereof) without the prior written consent of RRRWS. Any total or partial assignment of this Agreement without RRRW'S prior consent shall be null and void.
10. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and/or assigns. However, notwithstanding any other terms or conditions of this Agreement to the contrary, the provisions of this paragraph shall in no way alter the requirement that Member cannot assign all or any portion of this Agreement without the prior written consent of RRRWS.
11. The benefited premises of Member is described as follows:

Brief legal description: _____

Tax Parcel No: _____

IN WITNESS WHEREOF, the undersigned have set their hands in duplicate the above date and year first written.

RED ROCK RURAL WATER SYSTEM

Member

By: _____
Mike Carlson, its Chairman

Member

Glen Friedrich, its Secretary

Witness