

RURAL WATER DISTRICT NO. 2
MAYES COUNTY, OKLAHOMA
P.O. Box 787
Chouteau, OK 74337-0787

**DEVELOPMENT / MINOR DEVELOPMENT / WATER LINE EXTENSION
AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between RURAL WATER DISTRICT #2, MAYES COUNTY, OKLAHOMA, A PUBLIC CORPORATION, party of the first part, hereinafter referred to as Water District, and _____, party of the second part, hereinafter referred to as Developer, whom proposes to subdivide/develop a tract of land or install a water line extension, to be known as or developed as _____.

WITNESSETH:

WHEREAS, Developer is the promoter and subdivider of the following described property:

all of which lies within the corporate boundaries of the Water District; and,

WHEREAS, Developer's desire is to obtain an extension of the water distribution line from the Water District into said subdivision/development to service _____ lots therein for the purpose of making the orderly development of said subdivision/development for residential or commercial purposes; and,

WHEREAS, the Water District is willing to extend its service to said subdivision/development for the purpose of servicing the _____ lots in this agreement, and subject also to the performance on the part of the Developer of the pre-requisite conditions on their part to be performed, as hereinafter expressly defined.

NOW, THEREFORE, in consideration of the premises, and the mutual promises of the parties hereto, it is agreed by and between the Water District and the Developer as follows.

1. THE AGREEMENT HEREIN CONTAINED shall comply with the Development and Water Line Extension Policy, as adopted by Rural Water District No.2, Mayes County, Board of Directors, Resolution Number 2022-1, dated May 9, 2022.
2. DEVELOPER SHALL provide the Water District with all required documentation as per the Development and Water Line Extension Policy.
3. DEVELOPER SHALL be solely responsible for installation and the associated cost thereof of all water line infrastructure to provide domestic service to the proposed development, as per the Development and Water Line Extension Policy.

4. THE WATER DISTRICT'S AGREEMENT to extend its water services to subdivision/development shall be conditioned upon receipt by the Water District of a written feasibility report from the Water District's Engineer, evidencing that the Water District's existing system is adequate to provide water needs of the proposed subdivision/development, it being expressly understood by and between the parties the Water District shall not be obligated to provide water service until each individual applicant for a Benefit Unit has been approved by the Board of Directors in their sole discretion and compliance with laws of the State of Oklahoma, the Oklahoma Department of Environmental Quality (ODEQ), Development and Water Line Extension Policy, Rules and Regulations, and By-laws of the District.
5. CONSTRUCTION and installation of the system by the Developer shall be subject to final approval by the Water District and ODEQ before assignment and conveyance of the water distribution system is accepted. Developer shall provide a maintenance bond which shall run in favor of the Water District and which shall be effective upon acceptance of the facility to have assumed any pre-existing liability or obligations imposed upon or assumed by the Developer, or any third parties, in connection with the construction and maintenance of said facilities. It is expressly understood by and between the parties that the Water District will not assume ownership, maintenance or liability for any amenities constructed by the Developer in the subdivision/development such as a clubhouse, swimming or wading pool.
6. PRIOR TO FINAL APPROVAL the Developer shall convey and assign to the Water District a good title to said water distribution system and all extensions and facilities appurtenant thereto, and any fee title and perpetual easements in a manner acceptable to the Water District. Developer shall provide the Water District with evidence that all costs of construction, extensions and appurtenances have been fully paid and shall further
7. UPON FINAL APPROVAL and acceptance of the water distribution system by the Water District and the ODEQ, the Water District agrees, if water is available to serve all or part of the subdivision/development without impairing service to the Water District's existing customers, to deliver water service from its existing water system to the subdivision/development and to assume the operation and maintenance thereof. Such service shall be provided to the landowners within the subdivision/development; the Water District will approve such applications and issue to the applicant a Benefit Unit Certificate at the established contribution cost, and thereupon shall install a water meter. It shall be the responsibility of the landowner to extend water service from the meter without cost to the District. Each purchaser of a Benefit Unit Certificate shall deposit any connection fee required for other members in the Water District, and from and after the installation of the water meter, shall pay to the Water District for water at the same rates established by the Water District for other customer members of the Water District.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement on the day and year set forth in the first paragraph of this Agreement.

**RURAL WATER DISTRICT #2
MAYES COUNTY, OKLAHOMA**

DEVELOPER:

Board Chairman - Signature

Signature

Printed Name

Printed Name

(SEAL)
ATTEST:

Title

Signature

Date

Printed Name

Address

Title

Phone

E-mail