

WATER USERS AGREEMENT

This agreement is between the Central Plains Water District, hereinafter called District, and \_\_\_\_\_ of \_\_\_\_\_, North Dakota, a participating member of the District hereinafter called the Member.

WHEREAS, The Member desires to purchase water from the District, and to enter into a Water Users Agreement as required by the District.

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

The District shall furnish, subject to the limitations set out in the Rules and Regulations and Bylaws and those hereinafter provided for, such quantity of water as the Member may desire in connection with his occupancy of the property in \_\_\_\_\_ County, North Dakota, more particularly described as follows:

The Member hereby grants the District, its successors or assigns, perpetual easement in, over, under and upon the above described land with the right to erect, construct, install, and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purposes mentioned above.

The Member shall install and maintain at his own expense, a service line which shall begin at the curb stop valve and extend to the dwelling or place of use. The service line shall connect with the distribution system of the District at the nearest place of desired use by the Member provided the District has determined in advance that the system has sufficient capacity to permit the delivery of water at that point.

The Member agrees to comply with and be bound by the Bylaws and 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 noncompliance as are now set out in the District's Bylaws and Rules and Regulations.

The District shall purchase and install a curb stop valve and meter in each service. The District shall have exclusive right to use such valve and meter.

The District shall have final jurisdiction in any question of location of any service connection to its distribution system; shall determine the allocation of water to its Members in the event of a water shortage; may shut off water to a Member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of all of the Members, or in the event there is a shortage of water, the District may prorate the water available among the various Members on such basis as is determined equitable by the Board of Directors, and may also prescribe a schedule of hours covering the use of water for garden and lawn purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Members, the District must first satisfy all of the needs of all of the Members for domestic purposes before supplying any water for any other purpose.

The Member agrees to comply with the requirement of the North Dakota State Health Department that no other present or future source of water will be connected to any water lines served by the District water lines and will disconnect from his present water supply prior to connecting to and switching to the District's system.

In the event the Member shall breach his contract by (1) refusing or failing, without just cause, to connect his service line to the District's distribution system as set forth above, or (2) refusing or failing, without just cause, to pay the minimum water rate as established by the District, upon the occurrence of either of said events the Member agrees to forfeit their membership.

The initial hookup fee will be \$ \_\_\_\_\_. It is agreed that this fee will be paid at the time this agreement is entered into.

Water charges to the Member shall commence on the date that the service is made available regardless if the Member makes use of the service.

IN WITNESS WHEREOF, we have hereunto executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_,

CENTRAL PLAINS WATER DISTRICT

BY: \_\_\_\_\_

MEMBER: \_\_\_\_\_

MEMBER: \_\_\_\_\_