

**WATER USER'S AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Red Rock Rural Water, a body politic of the State of Minnesota ("RRRWS" hereinafter) and \_\_\_\_\_ of \_\_\_\_\_, Minnesota

("Member" hereinafter).

**WITNESSETH**

WHEREAS, RRRWS is organized pursuant to Minnesota Statutes, Chapter 116A as a rural water system, and WHEREAS, Member is desirous of becoming part of said system and utilizing the water supplied by RRRWS, and WHEREAS, RRRWS is contemplating an expansion of its system; and WHEREAS, Member will have paid the sum of \$500.00 for the purposes of including Member's property in a feasibility study,

NOW, THEREFORE, in consideration of the mutual covenants, agreement and conditions hereinafter stated, it is understood and agreed as follows:

1. Member agrees to pay a special assessment charge in accordance with the terms under which such charge is levied as determined pursuant to Cottonwood County District Court Order. At this time the Member has paid the \$4,000.00 up front cost and the remaining principal amount of the special assessment will not exceed \$\_\_\_\_\_.

2. Member agrees to pay for water utilized by Member and supplied by RRRWS and to further abide by all rules and regulations promulgated by RRRWS. In the event that RRRWS establishes a minimum monthly charge for water service, Member further agrees to pay that charge.

3. Member agrees that the water service provided hereunder shall be for the sole benefit of the premises listed herein and those lawfully in possession of the same.

4. Member hereby grants RRRWS the right to install the necessary water lines on Member's property and he hereby further grants a permanent easement to RRRWS for ingress and egress to construct repair and maintain said waterlines and to add any necessary additional lines. Member agrees that Member will not extend any waterline off the premises described herein unless first obtaining written approval from RRRWS.

5. It is understood and agreed that RRRWS shall have the final determination and decision in regard to any location of pipelines or easements for the distribution of the system; RRRWS shall further have the sole and exclusive right to terminate water service to any Member who has violated any term or condition of the Agreement or the rules and regulations promulgated by RRRWS including, but not limited to, the failure to pay water charges or special assessment installments when due.

6. It is understood and agreed that RRRWS shall supply water only to Members as defined herein and who have executed a Water User's Agreement, with the exception of municipalities or other political subdivisions within a township with which the RRRWS has independently negotiated and contracted.

7. The benefited premises of Member is described as follow:  
Brief legal description::\_\_\_\_\_

(from property tax statement)

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:\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

By:\_\_\_\_\_  
Secretary

Witness
