

DEVELOPERS AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between RURAL WATER DISTRICT #3 WASHINGTON 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 Developers.

WITNESSETH:

WHEREAS, Developers are the promoters and subdividers of the following described property:

(See attached Exhibit "A" incorporated herein by reference)

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

WHEREAS, Developers desire to obtain an extension of the water distribution to service _____ lots therein for the purpose of making an orderly development of said subdivision for residential purposes; and,

WHEREAS, The Water District is willing to extend its service to said subdivision for the purpose of servicing the _____ lots in this agreement, and subject also to the performance on the part of the Developers of the pre-requisite condition 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 Developers as follows:

1. THE WATER DISTRICT'S AGREEMENT to extend its water services to said subdivision shall be conditioned upon receipt by the Water District of a written feasibility report from its engineers, evidencing that the Water District's existing system is adequate to provide water needs of the proposed subdivision, 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, State DEQ, Rules and Regulations and By-Laws of the District. It is further expressly understood by and between the parties that the Water District shall not be obligated to extend its services beyond the proposed subdivision to any other subdivision or future development undertaken by the Developers.

2. DEVELOPERS SHALL provide the Water district with at least five (5) copies of a right of way map, one (1) copy of recorded plat signed by the county commissioners and one (1) 3 1/2" floppy disk showing location of all water lines, line

sizes, and type of pipes, and the location of the sites by the engineers for the Water District.

3. DEVELOPERS shall construct a domestic water distribution system including necessary appurtenances within the subdivision conforming, as a minimum, to the standards and specifications governing the construction of the existing water works system of the Water District heretofore prepared by District's engineer, and identified as the original construction plans and all supplemental designs, plans and specifications prepared for the Developers by a qualified engineer for this subdivision which meets the requirements of the Water District and State DEQ. Installation and testing of the system shall be subject to inspection by an employee or designated agent of the Water District. All legal, engineering, inspection, installation and testing costs shall be borne by the Developers. Inspection expenses incurred by the Water District shall be paid by the Developers at a cost of ten (10) cents per foot of constructed line.

(See attachment "B" incorporated herein by reference).

4. IT IS EXPRESSLY UNDERSTOOD by and between the parties that no pressure pumps shall be used in the withdrawal of water from any fire hydrant which may be installed, or part of the system.

5. DEVELOPERS will upon completion and satisfactory testing of the installation assign the system within the subdivision to the Water District for its operation and maintenance. All easements and rights of way necessary for the extension of the Water District's system to and within the subdivision shall be provided or obtained by the Developers and shall run in favor of Rural Water District #3, Washington County, Oklahoma, Developer shall likewise provide perpetual easements or fee title in favor of the Water District on all tracts or areas on which any tanks or pump station or similar facilities may be constructed. Developers shall submit to the Water District for examination and approval all required easements and rights of way and shall provide such evidence of good title to all perpetual easements and fee titles as shall be required by the Water District.

6. CONSTRUCTION and installation of the system by the Developers shall be subject to final approval by the Water District and Oklahoma State DEQ before assignment and conveyance of the water distribution system is accepted. Developers shall provide a maintenance bond which shall run in favor of the Water District and which shall be effective upon acceptance of the facility and for a period of one year thereafter. The Water District, by acceptance of said facilities, shall not be deemed to have assumed any pre-existing liability or obligations imposed upon or assumed by the developers, 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 Developers in the subdivision such as a clubhouse, swimming or wading pool.

7. DEVELOPERS WILL 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. Developers will provide the Water District with evidence that all costs of construction, extensions and appurtenances have been fully paid and will further provide a statement of the total costs of such facilities.

8. UPON FINAL APPROVAL and acceptance of the water distribution; system by the Water District and Oklahoma State DEQ, the Water District agrees, if water is available to serve all or part of the subdivision without impairing service to the Water District's existing customers, to deliver water service from its existing water system to the subdivision and to assume the operation and maintenance thereof. Such service shall be provided to the landowners within the subdivision, the Water District will approve such applications and issue to the applicant a Benefit Unit Certificate at the established contribution costs, and thereupon shall install a water meter. It shall be the responsibility of the landowner to extend water service form 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, party of the first part has affixed its signature and corporate seal and parties of the second part and year first above mentioned.

PARTY OF THE FIRST PART

RURAL WATER DISTRICT #3

WASHINGTON COUNTY, OKLAHOMA

BY: _____
District manager

ATTEST:

Secretary (clerk)

PARTY OF THE SECOND PART

By: _____