

**SOUTHEAST WATER USERS DISTRICT
MEMBERSHIP AND WATER USER AGREEMENT**

This agreement between the Southeast Water Users District, a non-profit corporation, hereinafter called the District, and

_____ ,
whether one or more, a member of the District, hereinafter called the Member.

WITNESSETH

WHEREAS, the Member desires to purchase water from the District, and to enter into a membership and water user 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 Rules and Regulations and By-laws and those hereinafter provided for, such quantity of water as the Member may desire in connection with his occupancy of the following described property:

_____ OR _____
Township Name Section Quarter Subdivision Lot Blk

The member agrees to comply with and be bound by the Articles, By-laws, Rules and Regulations of the District, now in force, or as hereafter duly and legally supplemented, amended or changed. The Members 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 non-compliance as are now set out in the District's By-laws and Rules and Regulations, or which may be hereafter adopted and imposed by the District. The member, by execution of this agreement, acknowledges receipt of a Member Handbook, Rules and Regulations of Southeast Water Users District.

The Member hereby grants the District, its successors or assigns a 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 purpose mentioned above.

The Member shall install and maintain at his own expense a service line which shall begin at the curb stop 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 delivery of water at that point.

Upon completion and approval by the District of any such water service, the Member shall by this agreement relinquish ownership and control of the service line to the District. The District shall then assume complete ownership and maintenance responsibility of the service line up to and including the curb stop. The Member shall

retain no incidents of ownership in the service line and nothing contained within this executed Agreement shall be construed as contrary to this intent, such intent being that of both the District and Member.

The District shall purchase and install a curb stop and may also include a water meter in each service. The District shall have exclusive right to use such curb stop and water meters.

The District through its Board of Directors shall have final jurisdiction or determine:

Location of any service line connection to its distribution system;

The allocation or proration of water to members in the event of a water shortage or insufficiency of water supply, including scheduling of hours of water use for garden and lawn purposes; and

Shutting off of water to a member who allows a connection or extension to be made to a service line for the purpose of supplying water to another use.

If at any time the total water supply shall be insufficient to meet all the needs of all of the members, the District must first satisfy all of the needs of all members for domestic purposes before supplying 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 cross-connected to the District's lines.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ Day of _____, 20 _____, in duplicate of original.

SOUTHEAST WATER USERS
DISTRICT

Member #1

By _____
Its President

Member #2

By _____
Its Secretary