

# Bryan County Rural Water, Sewer and Solid Waste Management District No. 2

Hours 8:00 a.m. – 5 p.m. Monday –Friday

9077 U.S. Hwy 70 W  
P.O. Box 119  
Mead, OK 73449

Telephone (580) 924-8517

Fax (580) 931-3911

Website: [ruralwater2.com](http://ruralwater2.com)

Email: [office@ruralwater2.com](mailto:office@ruralwater2.com)

## Agricultural Tap Agreement

Agreement made this \_\_\_\_\_, day of \_\_\_\_\_, Year \_\_\_\_\_, between Bryan Co Rural Water District # 2

and \_\_\_\_\_, Water customer.

The undersigned hereby makes application for a Agricultural Tap in the said District and agrees to the following conditions:

**THIS IS AN AGRICULTURAL TAP AND IS FOR PASTURE/SPRINKLER USE ONLY NO SEPTIC TANK INSPECTION IS REQUIRED. IF CONNECTED TO RESIDENCE OR RECREATIONAL VEHICLES (RV'S, CAMPING TRAILERS, ECT), MEMBERSHIP AND SEPTIC TANK INSPECTION WILL BE REQUIRED; HOWEVER, THE DEPOSIT AND INSTALLATION MAY BE APPLIED TOWARDS MEMBERSHIP AND INSTALLATION FEES IN EFFECT AT TIME OF REQUEST. RATES FOR WATER USED ARE ATTACHED.**

### APPLICATION AND AGREEMENT FOR "AGRICULTURAL TAP"

Name: \_\_\_\_\_ Email \_\_\_\_\_  
(Print Clearly)

Mailing Address: \_\_\_\_\_ Phone# \_\_\_\_\_

Location of Tap: \_\_\_\_\_

*I agree to pay in advance the cost of the installation. I also agree to post a \$250.00 water deposit (Subject to change at any time). This deposit will be refunded upon termination of service, provided all bills are paid in full. I understand I will be charged the same rate as a Residential Tap (Subject to Change at any time). I understand that if I am not the owner of the property where the tap is needed, it will be my responsibility to obtain written permission from the landowner to make this water tap. Said written permission will be furnished to the Rural Water District. I understand if I choose to change my Agricultural Tap Account over to a residential, I will be required to pay the difference between the deposit amount and Membership Fee plus a transfer fee.*

**I UNDERSTAND THIS WATER SERVICE IS FOR PASUTRE/LIVESTOCK/SPRINKLER USE ONLY AND THAT SAID SERVICE WILL NOT BE USED FOR RESIDENTIAL OR RECREATIONAL VEHICLES (RV'S, CAMPING TRAILERS, ECT) UNTIL A FULL MEMBERSHIP IS PURCHASED AND THE SERVICE CHANGED FROM A "AGRICULTURAL TAP" TO A REGULAR RESIDENTIAL SERVICE.**

**I'VE READ AND UNDERSTAND THE SERVICE AGREEMENT AS SET OUT ABOVE.**

\_\_\_\_\_  
Members Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received By

\_\_\_\_\_  
Date

### **FOR OFFICE USE ONLY:**

Manager Approval \_\_\_\_\_ Deposit \_\_\_\_\_ Installation \_\_\_\_\_ Amount \_\_\_\_\_ CK# \_\_\_\_\_ Warranty Deed \_\_\_\_\_

Payment Policy \_\_\_\_\_ CDIB \_\_\_\_\_ Service Agreement \_\_\_\_\_ Utility Easement \_\_\_\_\_ Approval Date \_\_\_\_\_ By \_\_\_\_\_

Account/Tap# \_\_\_\_\_ Read Seq# \_\_\_\_\_ Meter # \_\_\_\_\_ Pump # \_\_\_\_\_ Installation Date \_\_\_\_\_ By \_\_\_\_\_

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## Payment Policy

*Payment is due on or before the 10<sup>th</sup> of each month. Payments received or postmarked the 11<sup>th</sup> or later will be subject to a 15% penalty. Water bills are hand delivered to the Mead Post Office monthly. Customers that have not received a bill will not be excused from disconnect. If you have not received a bill by the 5<sup>th</sup> of the month, you should contact our office.*

*You can make payments at First United Bank or at our office. We accept Visa/Master Card and Cash. If paying in cash, we ask that you have the correct amount or you will receive credit. No change will be given. We also offer easy pay Bank Draft.*

***NO LATE/CUT- OFF NOTICES WILL BE SENT!*** Full Balance of account must be paid by the 20<sup>th</sup> Of each month in order to avoid disconnect and a \$50.00 Service Charge. Payment for account subject to disconnect must be made in office. Payments made at bank for accounts subject to disconnect will not guarantee that meter service will not be interrupted.

*If water is disconnected payment must be received in office before 3:00 P.M. in order to receive same day reconnection. No meter will be unlocked before 1:00 P.M. Meter that has been locked due to non-payment will NOT be unlocked after 5:00 P.M. or on weekends.*

*A meter that has been locked for non-payment, or any reason, and is out of service for 6 months or longer Can only be reinstated with a new membership fee, Service charge and Board approval.*

*There is a monthly minimum if meter is not being used.*

*There is a \$50.00 service charge on all return checks. Insufficient checks must be taken care of within 24 hours or water service will be disconnected with an additional \$50.00 service charge.*

*In the event you sell your property, you must notify the office and sign the necessary forms to transfer the meter to the new owner. All current charges must be paid before we can process a Transfer of membership to new owner.*

*If you rent your property, you are the Owner/Member and are responsible for payment of the water bill.*

***We DO NOT take a water deposit that is the Owner's responsible.***

*The account will remain in your Name and can be sent C/O of Renter, Proper forms must be filled out.*

***Watch your monthly water bill for important information about your water service.***

*I have read and understand the payment policy as set out above.*

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Members Signature

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Date

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## Service Agreement

Agreement made this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, between Bryan County Rural Water, Sewer and Solid Waste Management District No. 2 (the "District") and \_\_\_\_\_, the undersigned water customer.

The undersigned hereby makes an application for membership and agrees to purchase a Benefit Unit in the District and agrees to the following terms and conditions:

Purchase of Meter or Transfer of Meter and certificate of Membership (Benefit Unit) in the District at a cost of \$\_\_\_\_\_.

Pay a minimum monthly water charge (and minimum monthly sewer charge if the undersigned will also be a sewer customer) to be established by the Board of Directors, beginning from the time water and/or sewer service is made available by the District. Any charge adopted for minimum monthly water and/or sewer charge and the rate schedule by the Board of Directors of the District, the content of the By-Laws of the District and all Rules and Regulations of the District as they currently exist and as they may be amended by the District in the future, are incorporated herein by reference and are and shall be a part of this Agreement as if fully set forth herein. All water furnished by the District shall be metered.

If after water service and or sewer service is made available and the same is discontinued or disconnected for any purpose, pursuant to this Agreement, the By-Laws and the Rules and Regulations of the District, re-connection shall be upon the conditions set out in the By-Laws, Rules and Regulations of the District.

The Member shall install at his own expense a service line from meter to the point of use. Said line shall serve not to exceed one residence or business establishment with the usual outbuildings. The Member shall hold the District harmless from any and all claims or demands for damage to real or personal property occurring from point Member ties on the District meter to final destination of the line installed by the Member. The Member is responsible for anything outside of the meter box this includes the gate valve that the Water District installs at the time of installation. The Member is also responsible for paying for all on-site and off-site infrastructure reasonably required for the District to provide sewer service if sewer service is desired by the undersigned.

The Member agrees to grant the District an easement of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters values, sewer mains, and any other equipment which may be deemed necessary for the District, on such form as required by the District.

The Member shall take all precautions to protect the infrastructure and equipment of the District from damage. This includes antennas, wiring, valves, lids and boxes for water meter and disposing of anything that may cause damage to sewer mains, sewer pumps and sewer treatment facilities.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the property of the Member at a point to be chosen by the District, and shall have access to said property and equipment located upon the undersigned Member's premises at all reasonable times for any purpose connected with or in the furtherance of the District's operations and on discontinuance of service shall have the right to remove any of the District's property from Member's premises.

**Consensual lien:** In the event that any charge for water service, and/or sewer service, and any charge or assessment provided for in the By-Laws, Rules and Regulations of the District remains unpaid for 30 days after it shall become due and owing to the District, the undersigned agrees and consents that the District may file a lien or claim on the property for which service has been provided with the County Clerk of Bryan County, Oklahoma. In addition, the undersigned grants a security interest in all the undersigned's personal property, equipment, accounts receivable, vehicles, receivables, contract rights and general intangibles of the undersigned to secure payment of all sums due to the District. The undersigned authorizes the District to sign, on behalf of the undersigned, and file, and UCC-1 filing or other method to perfect this security interest granted to the District. If the customer is a business entity (corporation, LLC, etc.) then the undersigned agrees to and does personally guarantee all sums that said entity owes to the District.

**I HAVE READ AND UNDERSTAND THE SERVICE AGREEMENT AS SET OUT ABOVE. I HAVE BEEN INFORMED THAT A COPY OF THE WATER DISTRICT BY-LAWS AND RULES AND REGULATIONS CAN BE FOUND ON THE WEBSITE AT [ruralwater2.com](http://ruralwater2.com).**

\_\_\_\_\_  
Members Signature

\_\_\_\_\_  
Date

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### RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

In consideration of One Dollar (1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, paid by Grantee,

hereinafter called Grantor, does hereby grant, bargain, sell, transfer and convey unto Bryan County Rural Water District #2, its successors and assign, hereinafter called Grantee, a perpetual easement 20 ft. in width (being 10 ft. on each Side of a pipeline to be installed by Grantee), with the right to erect, construct, install and lay, and remove a pipeline for the purpose of transporting and conveying water over, across and through the following described land in Bryan County, Oklahoma:

See Attached Deed

in the \_\_\_\_\_ Quarter, \_\_\_\_\_ Quarter, Section \_\_\_\_\_, T\_\_\_\_\_S, R\_\_\_\_\_E, together with right of ingress and egress over adjacent lands of Grantor, its successors and assigns, for the purpose of this easement, Grantee to install pipeline at least thirty inches below the surface and to RESTORE PROPERTY AS CLOSE TO ORIGINAL, AS POSSIBLE, after installation.

The consideration above recited is payment in full for any damages to land of Grantor, his successors and assigns, by reason of the installation, operation and maintenance of the structures of improvements referred to herein except damages to fences and growing crops. Grantee agrees to maintain said easement so that adjacent land of Grantor will not be unreasonably damaged.

Grantor further grants to Grantee the right to stockpile dirt, material, equipment, and machinery on an additional fifteen (15) feet on each side of said easement until water line is completely installed by Grantee.

This easement is a covenant running with the land for the benefit of Grantee, its successors and assigns.  
Dated \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Joint Tenancy) Must have Both Signatures

STATE OF OKLAHOMA, COUNTY OF BRYAN, SS:

Before me, the undersigned, a Notary Public, in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_  
to me known to be the identical person who executed the easement above and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set fourth.

(SEAL) Given under my hand and seal the day and year last above written.

NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_