

**LINCOLN PIPESTONE RURAL WATER SYSTEM**  
**WATER USERS TRANSFER OF OWNERSHIP/WATER**  
**USERS AGREEMENT**

THIS TRANSFER OF OWNERSHIP AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Lincoln Pipestone Rural Water System, a rural water system of the State of Minnesota, hereinafter called the "LPRW," and \_\_\_\_\_, hereinafter called "Member".

**W I T N E S S E T H:**

WHEREAS, LPRW is organized pursuant to Minnesota Statutes, Chapter 116A et.al. as a rural water system, and

WHEREAS, Member desires to purchase water from LPRW and to enter into a water users agreement as required by LPRW.

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

1. Member agrees to pay for all water supplied by LPRW that passes through the water meter located on Member's premises.
2. LPRW, at its sole discretion, may adopt and may adjust water use charges and such other service charges, fees and penalties as are necessary to operate and maintain the Lincoln Pipestone Rural Water System.
3. Member hereby grants LPRW an ingress/egress easement on, over, across, and through Member's real estate for the purpose of allowing LPRW to install, construct, replace, repair, remove and maintain water service lines, water meters, valves, and other appurtenances necessary to provide water service to the Member. Member shall allow LPRW to read, inspect, maintain and replace any and all water meters used to measure Member's water use located on Member's property.
  - a. The Member shall be responsible for all plumbing required to connect to the water meter. Member shall be responsible for all repair and replacement of the water service line.
  - b. LPRW shall have the right to use all easements specified in Paragraph 3 of this Water Users Agreement Monday through Friday during the hours of 8:00 a.m. through 5:00 p.m. unless requested by the Member at other times.
  - c. All prior easements identified in Paragraph 3 of this Water Users Agreement shall be in effect at any time that LPRW water service is being provided or a meter owned by LPRW remains on the land, are binding upon both Member and LPRW as well as their respective successors and/or assigns, and all easements shall run with the land.
4. Member hereby agrees that he/she shall not alter or in any manner disturb any water lines, water meters, and appurtenances installed by LPRW. Member hereby also agrees that he/she shall not connect any additional water lines or any other devices to the water lines, water meters, and appurtenances installed by LPRW.
5. In the event of a water shortage, water main break or other System malfunction, LPRW, at its sole and exclusive discretion, shall have the right to adjust Member's water supply until such time as the event requiring the adjustment has been corrected.
6. It is understood and agreed that LPRW shall supply water only to Members who have executed a Water User's Agreement, or to municipalities or other water associations that have independently negotiated and contracted with LPRW.

7. The tract which Member owns and to which this agreement applies is described as: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Where a hookup is established and title transfer of land is involved the subsequent owner shall pay a **\$100.00** transfer fee per hookup. The transfer fee shall be paid on the date Member signs this Agreement.
9. It is understood and agreed that LPRW shall have the sole and exclusive right to terminate water service to any Member who has violated any terms or conditions of this Agreement or the rules and regulations promulgated by LPRW including, but not limited to, failure to pay water charges and fees or special assessment installments when due. Except in cases of wanton waste of water or emergency, a notice will be provided to the Member prior to disconnection of the water service, subject to the Members right to request a hearing before the LPRW Board of Commissioners.
10. Any violation of any term or condition of this Agreement shall be considered a material violation, which shall allow LPRW to terminate water service to Member and Member's premises, and/or pursue all other remedies available in a Court of law and/or Court of equity.
11. This agreement shall be binding upon both LPRW and Member, as well as their respective successors, heirs and assigns.

IN WITNESS WHEREOF, We have executed this Agreement effective the day and year first written above.

MEMBER: I (we) hereby apply for water service from LPRW and I (we) agree to the terms and conditions stated herein:

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Witness

LINCOLN PIPESTONE RURAL WATER SYSTEM: LPRW hereby accepts Member's application for service under the terms and conditions stated herein:

\_\_\_\_\_  
Lincoln Pipestone Rural Water System by its CEO