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DEVELOPER AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of ____ 20__, by and between RURAL WATER DISTRICT No. 5 MCCURTAIN COUNTY, STATE OF OKLAHOMA (“District”) and _____, (“Developer”), each referred to as a Party and together the Parties.

WHEREAS, Developer is the promoter and subdivider of the property depicted on **Exhibit A**. The land described in **Exhibit A** lies within the boundaries of the District; and,

WHEREAS, Developer desires to obtain a connection to water main(s) and other infrastructure maintained and operated by the District to obtain potable water service for the lots depicted on the attached preliminary or final plat - **Exhibit B** (the “Project”) and,

WHEREAS, The District is willing to provide water service to said Project, subject to and conditioned on the performance on the part of the Developer of all obligations and duties set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises of the Parties hereto and other good and valuable consideration the adequacy of which is hereby acknowledged by the Parties, it is agreed by and between the District and the Developer as follows:

1. The foregoing recitals are incorporated by reference and made a part of this Agreement.
2. Developer shall comply with all District construction, material and labor standards and specifications for all water mains and water supply lines and including all appurtenances thereto including but not limited to valves, fittings, vaults, meter pits, meters, pump station, water tank, water tower, etc.) to be designed and engineered by Developer at Developer’s sole cost and expense, to be approved by the District and the District’s engineer, and to be constructed by the District as to both on-site of the Project and off-site of the Project, for which the Developer shall pay for upon demand or in advance as required by the District all such construction and installation costs, including but not limited to all labor, material, equipment, insurance (liability, casualty, umbrella and workmen compensation), engineering, legal, associated with, reasonably necessary or convenient for, or as required by the District and/or the Project.
3. Developer shall provide the District with a final recorded preliminary or final plat for the Project prior to the commencement of construction of any improvements for the Project, showing the number of lots proposed, legal description of Project, lot size for each lot, and utility easements or rights of way required by the District. Construction of any improvements proposed by the Developer for the Project (including but not limited to the

9. The Developer shall pay to the District a deposit fee equal to District's cost for meter boxes anticipated to be set during construction for each lot specified in the plat. Refunds to the Developer of the deposit, will be made incrementally as Benefit Unit Memberships are sold by District to each lot purchaser. The deposit must be paid to the District before the commencement of any construction.
10. Engineering plans and specifications must be approved by the DEQ and State Health Department prior to commencement of any construction and the Developer shall provide the District proof of such approvals before the commencement of construction if required/requested by the District.
11. Developer agrees that each Benefit Unit for each lot identified as part of the Project, will be approved individually by the District after application is submitted by each lot owner. No guarantee for water service to said lots will be granted without application approval according to the By-Laws, Rules and Regulations of the District. Each water service applicant shall agree to be bound by the By-Laws, Rules and Regulations of the District as a condition to receiving water service from the District. All "Developer Requirements" adopted by the District must be met prior to membership approval.
12. Water service by the District shall not be provided in areas which comprise or are identified by any governmental agency, as constituting floodplains, wetlands, or prime farmland.
13. Upon approval of the plat and Engineering Specifications and drawings by the District's engineer, no additional lots may be added to the Project without the express written permission of the District. The District may withhold such permission in its sole and exclusive discretion.
14. The Developer shall provide a signed copy of the Project's recorded (with the County Clerk) covenants clearly stating that no splitting of any lots regardless of lot size shall occur. One meter per lot will be provided at Developer or lot owner expense. Water service will not and shall not be provided to or for lots that have been split. The District will not permit dual connections, namely a single meter shall not be used to provide water service to more than one residential dwelling unit (permanent or mobile) situated on a single lot.

Supplemental Requirements and Conditions

15. The District shall have no obligation to provide potable water service to the Project or any lot within the Project unless and until all of the requirements of this Agreement have been fully and strictly complied with. The District shall have no obligation to provide potable water service to any lot within the Project unless and until an application for water service for the lot has been submitted to and approved by the District and the Benefit Unit fee has been fully paid to the District.
16. In addition to submission of the plat referenced above, the Developer shall submit to the District, prior to commencement of any construction and prior to approval of the plat and Project by the District's engineer, the following: (1) a right of way/utility easement map in electronic format as specified by the District's engineer, and (2) one (1) USB drive showing the location of all proposed water lines, line sizes, type of pipes (PVC, Polyurethane, etc.), valves, meter boxes and other water infrastructure appurtenances - which are acceptable to the District's engineer.
17. Developer shall be responsible to obtain all off-site easements required by the District's engineer to facilitate water service to the Project. The cost associated with all off-site improvements, including but not limited to labor, material costs, water main extensions, easements, shall be paid for by the Developer. As such associated costs, including engineering and legal expense are incurred by the District associated with the Project, the Developer shall promptly pay to the District such costs and expenses.

ownership, maintenance or liability for any amenities constructed by the Developer in the project such as a clubhouse, swimming or wading pool.

24. Developer agrees to and does indemnify, hold harmless and agrees to defend the District from any claim or action arising from the construction of the water delivery system and/or which arises from said labor and materials (latent defect) or any other event which arises from events which pre-date the conveyance of the water delivery system to the District.

25. Developer shall not assign or delegate any of its obligations and/or duties under this Agreement to any third party or person. Such assignment or delegation is strictly forbidden.

Legal Name _____

Contact: _____

Address: _____

Phone: _____ Email _____

Developer's Signature (authorized corporate officer or LLC managing member)

RURAL WATER DISTRICT No. 5 McCURTAIN COUNTY, STATE OF OKLAHOMA

By _____
Authorized Board Member

Note: The District is an employer and equal opportunity provider.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866)632-9992 to request a form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue S.W., Washington, D.C. 20250-9410, by fax (202)690-7442 or email at program.intake@usda.gov."