

**HENDERSON WATER DISTRICT
WATER USERS AGREEMENT
*ON EXISTING WATER MAIN***

This agreement entered into between the HENDERSON WATER DISTRICT, an Illinois rural water district, hereinafter the "District," and

Names of Owners _____

Address _____

Phone Numbers _____

Email _____

hereinafter the "Purchasers."

WHEREAS, the Purchasers desire to purchase water from the District and to enter into this water users agreement as required by the Rules, Rates, Regulations, and ordinances of the District.

NOW, THEREFORE, in consideration of the receipt of the advance connection fee and the District supplying water to the Purchasers, the Purchasers agree as follows:

The District shall furnish, subject to the limitation set out in its Rules, Rates, Regulations, and ordinances now in force or as hereafter amended, such quantity of water as Purchasers may desire in connection with Purchasers' occupancy/ownership of the following described property:

1. Property address: _____

2. Legally described as (or attach highlighted plat book page):

The Purchasers agree to pay the HENDERSON WATER DISTRICT an advance connection fee as follows:

Check desired meter size: 5/8" / 3/4" tap fee \$2,200.00

1" tap fee \$3,800.00

*1 1/2 " tap fee \$1,000.00 plus cost of meter & supplies

*2" tap fee \$1,000.00 plus cost of meter & supplies

*3" tap fee \$1,000.00 plus cost of meter & supplies

*4" tap fee \$1,000.00 plus cost of meter & supplies

*Subject to Board approval

This fee covers the saddle, corp. stop, meter yolk, meter pit, meter lid, meter and up to 100 feet of plastic pipe. Added expenses you are responsible for include the plumber's expenses; a bore under the road and more pipe, if necessary; the digging, trenching, and connection expenses. If the main line is on another person's property Purchasers will be responsible for returning it to its original condition. Purchasers must contact the District's operator, TIM WALTER, PH# 217-556-3724, at least 48 hours prior to the tap to the water main and the operator MUST be present when the tap is made. Requests for a meter larger than 1 inch, must be submitted to the Board for approval and to determine the current tap fee plus total expenses.

The Purchasers shall install, maintain, and be fully responsible for, at the Purchasers' expense, a service line which shall begin at and connect to the water meter and extend to the Purchasers' dwelling or place of use. The Purchasers also agree to install and maintain an approved back-flow prevention device, if required.

The Purchasers agree to grant to the District, its successors and assigns, perpetual easements, as may be needed by the District for this project phase and future phases, in, over, under and upon the above-described land or other lands, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities; together with the right to utilize adjoining lands belonging to the Purchasers, only for the purposes of ingress to and egress from the easement areas.

The Purchasers agree to comply with and be bound by the Rules, Rates, Regulations, and ordinances of the District, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Purchasers also agree to pay for water at such rates, time, and place as shall be determined by the District, and agree to the imposition of such penalties for noncompliance as are now set out in the District's Rules, Rates, Regulations, and ordinances, or which may be hereafter adopted and imposed by the District.

The Purchasers shall connect their service line to the District's water meter and shall commence to use water from the system within 30 days of the date the water is made available to the Purchasers by the District. Water charges to the Purchasers shall commence 30 days after the date service is made available, regardless of whether the Purchasers connect to the system. In the event the Purchasers shall breach this contract by refusing or failing, without just cause, to connect their service line to the District's distribution system as set forth above, or to pay the minimum monthly rate even if water is not used, as required by the District's Rules, Rates, Regulations and ordinances, the Purchasers will, among other things, forfeit their initial connection fee, and should Purchasers desire water service at some later time they will be required to pay the full connection fee in effect at that time. Unpaid bills shall constitute a lien upon Purchasers real estate and legal action may be pursued to collect delinquent charges.

Dated this _____ day of _____, 20_____.

HENDERSON WATER DISTRICT

District Representative

Purchaser

Purchaser

RECEIPT FOR ADVANCE CONNECTION FEE

The **Henderson Water District** hereby acknowledges receipt of the advance connection fee from the Purchasers in the sum of \$ _____, for water service from the District subject to the terms and conditions contained in this Water Users Agreement.

Date

District Representative