

AFFIDAVIT OF BENEFIT UNIT TRANSFER

The purpose of this form is to transfer the current RWD#5 Membership Records for the property serviced by RWD #5 for BU# 000, with the current Landowner Deed on file with the Cowley County Register of Deeds to the new deeded landowner(s):

Current Owner: _____

New Owner as reflected on the Deed: _____

According to our bylaws "participating Members shall be Owners of land who have subscribed to one or more Benefit Units. Benefit Units shall follow the title of the land. No transfer in ownership of Benefit Units shall be permitted without the approval of the Board." This Affidavit is to reflect in our records the accurate standing of the membership and the current recorded deed.

1. Our/My name is _____.
2. On or about _____, I/we purchased Inherited received transferred the real estate serviced by Rural Water District No. 5, Cowley County, Kansas, Benefit Unit No. 000 from _____ to _____.
3. The previous owner's interest in the Benefit Unit was included as part of the real estate transfer.
4. As Assignee Authorized Agent Trustee Executor Other: _____, I/we agree to accept assignment of that Benefit Unit, and to assume and be bound by all of the obligations imposed upon the holder of such Benefit Unit by the By-Laws and Rules and Regulations of Rural Water District No. 5, Cowley County, Kansas.
5. I/we agree to pay the normal \$40.00 transfer fee to Rural Water District No. 5 that is charged for all changes in ownership with the Register of Deeds Office. I understand if I refuse to pay this fee by invoice, my account will be charged.
6. In the event I/we transfer the real estate, or refile a deed for the real estate serviced by Rural Water District No. 5, Cowley County, Kansas, Benefit Unit No. 000 in the future, I/we agree to advise Rural Water District No. 5 of the transfer, complete any necessary forms or other paperwork, and pay the normal costs associated with that transfer.
7. Connecting a well and rural water to the same water system is prohibited without a testable backflow device. We will test your backflow preventer each year at no charge.
8. A completed Statement of Sales Tax Exemption must accompany this document.

Daily Water Requirements

Water will be used for the following purposes:

- Agriculture, Church, Commercial, Government, Residence, School, OR
 Mixed percentage: (specify mix): ___% _____, ___% _____

Number of residences on property where water will be accessed _____

- | | |
|---|---------------|
| 1. Number of persons _____ x 50 gallons | _____ Gallons |
| 2. Cattle (Include Dry Dairy Cows) _____ x 20 gallons | _____ Gallons |
| 3. Dairy (Average Number Milked) _____ x 35 gallons | _____ Gallons |
| 4. Horses _____ x 12 Gallons | _____ Gallons |
| 5. Hogs _____ x 4 Gallons | _____ Gallons |
| 6. Sheep _____ x 3 Gallons | _____ Gallons |
| 7. Poultry _____ x 2 Gallons | _____ Gallons |
| 8. Agricultural Production | _____ Gallons |
| 9. Water use for public institution, industrial installation, commercial establishment or agricultural production | _____ Gallons |

Total estimated daily water requirements in Gallons (Total 1-9):	_____ Gallons
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The undersigned, being the deeded individual owner(s), trustee(s), or authorized agent of land located with the Rural Water District #5, Cowley County, KS, hereby make application for transfer of ownership and agree(s) to the following conditions, and the laws of the State of Kansas, the By-Laws of the District, and the Rules and Regulations of the District, as presently existing, and as may be amended from time to time, are made a part of this agreement, as though fully set out herein.

1. Pay a minimum monthly charge of **\$40.00** for each water service, and pay for all water used/metered at the rate set out in the rate schedule adopted by the Board of Directors. Any changes made in the minimum monthly water charge and rate schedule by the board of Directors of the District shall become part of this agreement as though fully set out herein.
2. When the Rules and Regulations of the District provide that the District will read the water meters, a service bill for water used/metered shall be rendered by the District on or before the 5th day of the month following the month in which the water was used/metered and the undersigned agrees to pay said service bill on or before the 15th day of the month in which the bill is rendered or be subject to a late charge. Failure of the District to submit a service bill shall not excuse the undersigned from the obligation to pay for the water used/metered when the bill is submitted. Failure to pay a bill by the shut off date on the bill as rendered shall result in discontinuance of the water service and shut off service charge. Water service will remain shut off until all charges are paid in full. Six (6) months of non-payment triggers forfeiture of the meter as outlined in the District Forfeiture Policy.
3. The water service supplied by the District shall be for the sole use of the undersigned; the undersigned agrees to not extend or permit the extension of pipes for the purpose of transferring water from one property to another, will not share, resell, or sub-meter water to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District. A mobile home constitutes a residence.
4. If after water service is made available, the same is discontinued or disconnected for any purpose, pursuant to the By-Laws and the Rules and Regulations of the District, reconnection shall be upon the conditions set out in the By-Laws and the Rules and Regulations of the District.
5. The undersigned agrees that no physical connection will be made between any private water system and the water system of the District. Representatives of the District may at any reasonable time come on the premises where the water is being used/metered for the purpose of making inspection to enforce this provision. Violation of this provision shall be grounds for disconnection of service.
6. The laws of the state of Kansas, the By-Laws of the District, and the Rules and Regulations of the District, as presently existing, and as may be amended from time to time, are made a part of this agreement as though fully set out herein.
7. Landowners are ultimately responsible for any and all charges incurred on Benefit Unit / meters they own.

Signature of Assignee Authorized Agent Trustee Executor Other: _____
Cell number: _____ Mailing address: _____

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Cell number: _____ Mailing address: _____

(This section to be completed by RWD #5)

CONSENT TO TRANSFER OF BENEFIT UNIT

Pursuant to the approval of the Board of Directors of Rural Water District No. 5, Cowley County, Kansas, said Rural Water District hereby consents to and approves the above referenced transfer of the Benefit Unit. Approved this date: _____.

President, Board of Directors
Statement of Sales Tax Exemption returned
Rural Water District No. 5, Cowley County, Kansas PO Box 231

Secretary, Board of Directors
BU/PM No. 000 Paid: _____ Revision 01-2021
Burden, KS 67019 620-438-2501 cowleyrwd5@sktc.net