

UTILITY SERVICE AGREEMENT

THIS AGREEMENT is entered into this _____ between the Town of West Siloam Springs, a municipal corporation of Oklahoma, (“TOWN”); and _____, Husband and wife, (“collectively OWNER”), the owner of record of the property described as follows:

LEGAL DESCRIPTION: LEGAL DESCRIPTION

(the “Property”)

Address:

RECITALS

WHEREAS, Owner desires to receive water and/or sewer service from the Town to Owner’s Property located outside the Town limits which may or may not be contiguous with the existing Town limits, and

WHEREAS, the Town is not required to extend water or sewer to the Owner because the Property is outside the present corporate boundaries of the Town, and

WHEREAS, the Town established a formal policy to support quality growth in the future which, in part, permits the extension of water and sewer service outside the Town limits under certain limited circumstances, and

WHEREAS, the extension of water and/or sewer service outside the Town limits requires at a minimum the payment of a special rate for these services and may, at the Town’s option, require an agreement that the Owner petition or consent to annex the Property to the Town at a time deemed appropriate by the Town, and

WHEREAS, Owner understands that by executing this agreement for water and/or sewer service, Owner and all future owners of the Property agree to voluntarily petition the Town, or consent to proceedings initiated by the Town, for annexation of the Property into the corporate limits of the Town and waive any objections or consents otherwise required for annexation of property by Town as provided by Oklahoma law, and

WHEREAS, the Owner and the Town are aware of the conditions for the provision of water and/or sewer service under this Agreement, including the conditions that any such service be physically available to the Property and economically feasible for Town.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH WITHIN THIS AGREEMENT, IT IS AGREED BY THE PARTIES AS FOLLOWS:

Article I

Definitions

Agreement	The terms and conditions set forth in this writing and any attachments to this writing.
Town	The Town of West Siloam Springs, Oklahoma, a municipal corporation duly organized under Oklahoma law.
Owner	The Owner(s) of record of the Property that is the subject of this Agreement, which is more fully described above.

Article II

Considerations

Terms of the Agreement

The term of this Agreement shall be from the date of its execution to the end of the present fiscal year on June 30. From that date the term shall automatically be from July 1 to June 30 of the succeeding calendar year and end of Town's fiscal year. The Agreement shall automatically be renewed on a fiscal year to year basis and continue in full force and effect unless terminated by reason of default as set forth in Article III, or unless terminated by mutual written agreement of the parties. Neither party will unreasonably withhold its written consent to termination of this Agreement. Notwithstanding the provision of this Section, nothing shall preclude termination of this Agreement because of Owner's failure to timely pay for sewer services or water service as set forth below.

Water/Sewer/ Service Rates

Owner agrees to pay the rate for water/sewer/ service that is established from time to time by Town and its Municipal Authority and charged for service outside the Town limits. This charge is in addition to any costs Owner will incur to have connections made with existing water/sewer/ lines to obtain service to the Owner's property. Owner agrees and acknowledges that Town is not obligated to provide water/sewer/ service and that the provision of such service is subject to the conditions that infrastructure necessary for Town to provide any such service be physically available to the Property and that the provision of such service be economically feasible for Town.

Agreement and Rates Only a Precondition

Owner and the Town agree that the execution of this Agreement is solely a precondition to the receipt by the Owner of water and/or sewer service while Owner's property is located outside the Town limits. Entry into the Agreement by the Town does not mean that Owner, prior to annexation of the Property into the Town limits, is required to comply with other applicable Town ordinances concerning building permits, zoning and subdivision approval, and other Town approvals required prior to the use of the Property, except as may be required by other applicable laws, rules or regulations of Delaware County or the State of Oklahoma.

Pre-Annexation

In addition to the service rates and other matters set forth above, Owner agrees that upon written request from the Town to do so, Owner will execute for filing a petition to voluntarily annex Owner's property to the Town or will execute Owner's written consent to a proceeding by Town to annex the Owner's property. This Agreement does not mandate or require the Town to make this request or agree to annexation of the Property upon the request from Owner.

Default

The following acts shall be deemed reasons to declare the Owner in default of this Agreement:

- (a) The Owner fails to pay the costs incurred in providing sewer service or water service connections to this Property.
- (b) The Owner fails to pay in full any amounts due and owing for monthly sewer service or water service. Disconnection of service under this Section will not occur unless Owner has received notice.
- (c) The Owner is involved in voluntary bankruptcy action, or the Property in question is involved in a foreclosure action and the Property is not listed as the Owner's homestead interest. It is further agreed that even if the Property listed as a homestead in any of the aforementioned actions, the Town reserves the right to petition the appropriate Court to approve its request to terminate services.
- (d) The Owner transfer his right, title and interest in the Property to any other person and does not include as a part of that transfer actual notice of the terms and conditions of this Agreement and actual notice that the successor in interest is to be bound by the terms and conditions on this Agreement.
- (e) The Owner, or his successor in interest, refuses or resists filing a voluntary petition to annex the property to the Town or refused to execute a consent to a proceeding brought by the Town for annexation of the Property:

Article III

Termination of the Agreement

Termination of the Agreement

This Agreement may be terminated by the Town upon its obtaining actual knowledge that Owner has committed an act of default. **TERMINATION OF WATER AND SEWER SERVICE MAY OCCUR AFTER NOTICE OF THE NATURE OF THE DEFAULT, TO OWNER BY THE TOWN.**

Article IV

Miscellaneous Provisions

Bill of Assurance

The Owner and the Town agree that to assure that the terms of this Agreement shall forever run with the land this Agreement will be filed of record by the Town in the deed records of the Delaware County Clerk.

Reservation of Remedies

In addition to terminating this Agreement for the reasons set forth above, the Town specifically reserves the right to pursue any other legal or equitable remedies to which it may be entitled as a result of Owner's default.

Guaranty of Authority

The Town warrants and guarantees that it has full authority to enter into this Agreement. The Owner warrants and represents that it has full authority to sign this Agreement on behalf of the entire Property, and that it is, at present, the sole owner of the acreage that would be affected by a future annexation of this Property. Further, Owner warrants that it has no knowledge of any actual or threatened legal action involving the Owner that could, in any way, affect his right and authority to enter the Agreement.

Assignment of Agreement

This Agreement shall not be assigned to any other party, in whole or in part, without the express written approval of the Town. Failure to obtain the West Siloam Springs Board of Trustees' express written approval shall be deemed another ground for declaring Owner in default and terminating the Agreement.

Severability of Provisions

If any provision of this Agreement is ruled invalid by any court or final jurisdiction, the other terms and provisions of this Agreement shall remain in full force and effect. The invalidity of any provision shall not be grounds for terminating this Agreement without the express written consent of the Town.

Modification of the Agreement

This Agreement may not be modified, altered or changed, except by a writing signed by all of the parties to the Agreement or their duly authorized representatives or successors in interest, which shall be an attachment to this Agreement. Any oral expression or modification notwithstanding, the entire Agreement is contained within the document.

Approval of Board of Trustees Required

The terms and provisions of this Agreement are subject to the approval of the Town of West Siloam Springs Board of Trustees, as indicated below by the signature of the Mayor.