

# Leavenworth Rural Water District No. 7

P. O. Box 257 2451 S. 142<sup>nd</sup> St.

Bonner Springs, KS 66012

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## Application for Benefit Unit Transfer

The undersigned being the owner of the land located within the above Rural Water District hereby makes application to said District for water service, and if water service is made available by said District, agrees to the following conditions:

1. Transfer one benefit unit for water service at the unit price of \$\_\_\_\_\_

**(The transfer fee hereby submitted is non-refundable and is used to pay for the paperwork of transfer of accounts) - (A copy of the Recorded Warranty Deed with the full Legal Description must be given at time of application for water district records).**

Applicant's Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Telephone Numbers: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work  
\_\_\_\_\_

Email: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

2. Water Service may be terminated if the said new owner has not completed the Application for Benefit Unit Transfer within thirty (30) days after the sale of the subject real estate.

3. Pay a minimum monthly charge for each water service from time of service is applied for, approved by the district, and pay for additional water used at the rate set out in the rate schedule adopted by the Board of Directors. Any changes made in the monthly charge and rate schedule by the board of directors of the district shall become part of this agreement as fully set out herein.

4. The District will bill for service on or before the 30th day of the month on which water is used and the undersigned agrees to pay said service bill on or before the 18th day of the month in which the bill is rendered or be subject to a late charge of \$10.00. Failure of the District to submit a service bill shall not excuse the undersigned from his/her obligation to pay for the service rendered. Failure to pay a bill by the 18th of the month following the month in which the bill is rendered shall result in a notice of delinquency/discontinuance of service being mailed and if service is disconnected, a reconnection fee. Non-payment may result in forfeiture of the benefit unit and removal of the meter in accordance with the District By-Laws.

5. Water Service supplied by the District shall be for the sole use of the undersigned, the undersigned agree that he/she will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will he/she share, resell, or submeter water to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District.

**Meters shall be made accessible to District personnel at any and all times outside fences, free and clear of shrubs, brush, trees, any debris or foreign substance. Animals must be restrained from interfering with reading of the meter and inspection and repair by the district or its contractors.**

6. 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 Regulation of the District, reconnection shall be upon the conditions set out in the By-Laws and the Rules and Regulations of the District.

7. The undersigned agrees that he/she will make no physical connection between any private water system and the water system of the District. Representatives of the District at any reasonable time come on the premises where the meter is being used for the purpose of make inspection to enforce this provision. Violation of this provision shall be grounds for disconnection of service.

8. 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 fully set out herein.

9. The legal description of the tract of land to which this Benefit Unit is to be assigned is specifically described in the attached Recorded Warranty Deed.

The undersigned hereby acknowledges they have read this application and certify that the information they have given is true and correct.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Transfer	Account #	Check	Credit Card
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TRANSFER OF WATER BENEFIT UNIT

We/I: \_\_\_\_\_  
the undersigned sellers have sold and hereby transfer the following water benefit unit:

address: \_\_\_\_\_ city, state, zip \_\_\_\_\_

legal: Lot \_\_\_\_\_, Block \_\_\_\_\_, Land Division \_\_\_\_\_

To: \_\_\_\_\_ buyer(s)

effective date: \_\_\_\_\_ (Note: you must call for a final meter reading otherwise you will be charged until the transfer is received and all bills including the final bill are paid and transfer approved by the Board of Directors.)

***SELLER(S) HEREBY STATE ALL WATER BILLS WILL BE PAID BEFORE TRANSFER IS COMPLETED***

\_\_\_\_\_ seller  
\_\_\_\_\_ seller  
forwarding address: \_\_\_\_\_  
\_\_\_\_\_ phone number: \_\_\_\_\_

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ACCEPTANCE

We/I, the undersigned buyer(s) hereby accept the transfer of the above Water Benefit Unit and agree to abide by the rules and regulations as set forth by the District.

**“A \$50.00 TRANSFER FEE MUST BE INCLUDED WITH THIS FORM”**

\_\_\_\_\_ buyer  
\_\_\_\_\_ buyer  
phone number \_\_\_\_\_

## BENEFIT UNIT TRANSFER PROCEDURE

1. Must have a copy of **Recorded Warranty Deed** along with Full Legal Description of property for Leavenworth Rural Water District No. 7 records.
2. Application of Benefit Unit Transfer filled out completely
3. A **\$50.00 Transfer Fee (Non-refundable)** is to be given to the water district along with the Application, Recorded Warranty Deed and Full Legal Description of property.
4. Seller and Buyer must sign the back of the Benefit Unit Certificate if available. If not available, then a Transfer of Benefit unit Paper will be provided by the water office.
5. When all the necessary paperwork and the funds are paid in full the account will be transferred into the new owners' name. ***The Benefit Unit will remain in the sellers' name until all paperwork required is submitted and all fees are paid.***

A Benefit Unit Certificate is issued to you for your right for water. When the property is to be sold from the Benefit Unit Certificate holder, (the owner), execution of an assignment to the purchaser will need to be performed. This assignment is located on the back of the Benefit Unit Certificate and requires signatures of both parties. Upon execution of the Benefit Unit Certificate, the certificate needs to be sent to the water office to issue a new Benefit Unit Certificate to the new owners of the property.

**Please keep this certificate in a safe and secure place.**