

**CITY OF CONRAD
SINGLE USER RURAL WATER PERMIT**

THIS AGREEMENT made and entered into on this 17th day of July, 2026, by and between the CITY OF CONRAD, a municipal corporation of the State of Montana, with its principal office located at 413 South Main Street, Conrad, MT, hereinafter referred to as "CITY", and Pavel and Mariom Ryabichev 115 Union Lane, Conrad, MT 59425 of Conrad, Pondera County, Montana, hereinafter referred to as "USER";

WITNESSETH:

WHEREAS, USER owns or is the legal representative of the owner of property and has a primary structure located within a thirty (30) mile radius of the CITY OF CONRAD and being more particularly described as follows (insert legal description):

A tract of land in the SW¼SW¼ and SE¼SW¼ of Section 23, Township Twenty-Eight 28 North, Range 3 West

_____and;

WHEREAS, USER desires to secure a permit from the CITY to construct, install, extend, transfer or assume the water service located at 115 Union Lane, Conrad, MT,

and to tap said water main and attach a service line for domestic water service located within a thirty (30) mile radius of the City situated on the above-described premises with the physical address of

115 Union Lane, Conrad, MT, which premises is located 1 mile(s) from the City Limits of the City of Conrad, and;

WHEREAS, CITY is authorized and able to permit such water service to be extended to said described real property by City Ordinance and City Resolution;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows;

TERM

This Permit shall be for a perpetual term, from year to year, unless otherwise terminated as provided herein, beginning on the date first set forth above.

DUTIES OF CITY

CITY grants this permit to USER for the purpose of supplying water to the above-described premises solely for the property described herein. CITY shall provide water service to USER in accord with the terms of this Permit and all City ordinances pertaining to rural water service. CITY shall tap the water main to allow USER access to the water service and furnish master and main water meters at USER expense for the use of USER during the term of this Permit. The water meters shall remain the sole and separate property of CITY.

DUTIES OF USER

USER agrees to pay all costs and charges associated with labor, supplies, parts and equipment associated with or incurred in connection with installation, including any engineering costs, and maintenance of said rural water service under the terms of this Permit. USER agrees to pay the initial rural water permit fee of \$125.00, due and payable upon execution of this Agreement by USER. In addition, USER shall remit a \$20 per month rural water charge (\$240 per annum), which shall remain in effect regardless of whether water is actually supplied to the premises during any given month, and a \$5 per month pump station fee (\$60 per annum). In addition, if the residence is located more than one (1) mile from the City Limits of the City of Conrad, as determined according to the City of Conrad's mapping system, USER shall pay a \$5 per month fee (\$60 per annum) that may be billed annually, in addition to other fees set forth herein. In addition, USER agrees to pay any additional charges, fee increases, surcharges as imposed by CITY in the usual course of its business for provision of water service. CITY reserves the right to impose additional charges in the future to offset the cost of provision of rural water service under this Agreement and to increase the monthly charge for water service.

USER assumes all responsibility arising from any defects, damage, theft, unlawful removal or tampering or other malfunction of the water main, service pipes and meter. USER agrees to release, indemnify and hold harmless CITY from any and all damage caused by installation, maintenance, damage to or malfunction of the water mains, service pipes or water meter. USER understands that any and all charges incurred to facilitate the provision of water service hereunder are at the sole expense of USER and CITY shall not be responsible for any charges associated therewith and may bill USER for such labor, supplies, or other technical assistance provided in installing or maintaining USER'S water service. USER shall install service pipes with a tracer line along existing governmental roads or section lines when possible and obtain easements to provide ease of access to CITY and USER for installation, repair and maintenance. A detailed map of proposed line is to be submitted with application and a final map within 30 days of completion to the Public Works Director.

USER also agrees to pay for the water supplied at the current rural water rates now in force or which may be established hereafter in accord with the policies and procedures of CITY for payment and collection of said charges. USER specifically agrees that unpaid charges for water levied hereunder shall become a lien against the real property in the same manner and upon the same terms as for citizens of the CITY. USER agrees to comply with any and all ordinances, rules, regulations and other conditions which the CITY has heretofore, adopted, or which may be adopted hereafter, from time to time, for the preservation, regulation, and protection of the water system of the CITY. The City Code of Conrad pertaining to water use and regulations is contained in Title 8, Chapter 4 and is incorporated by reference as though fully set forth herein.

USER agrees to have an approved stake marked "Water Service" placed on the border of the property where the water service enters the property. USER agrees to provide an approved accessible meter pit to contain the water meter.

USER agrees that all water mains, service lines and water fixtures associated with the rural water service provided hereunder and the installation of such items, shall be subject to inspection and approval of the City Public Works Director or authorized agent to ensure compliance with the terms of this Agreement. Individual water meters shall be installed in approved meter pits with individual curb stops within ten feet (10') of individual user property line. USER agrees that no extension of the facilities or other taps of the service lines shall be made or installed for the purpose of furnishing service to any other location on said described premises or any premises abutting thereto without first obtaining the written permission of CITY. All leakage between the master meter and individual meters are the responsibility of the user.

DUTIES OF USER ON MULTIPLE USER WATER LINES

All USERS must hold valid contracts with prior approval by the City before tapping a line. USER shall, in addition to other obligations hereunder, pay for and install a master water meter at the border of the limits of CITY or a location determined by the Public Works Director which shall serve to meter all water provided to the multiple users on a single rural water line. Said master meter shall be provided by CITY and paid for by the USER and shall remain the property of CITY at all times during or upon termination of this Agreement.

USER agrees, understands, and acknowledges that if there are multiple other rural water users connected to CITY water service through the water line which will supply USER under the terms of this contract that USER must, prior to being provided service hereunder, form a formal or informal water user organization with these other users and provide to CITY a written agreement, executed by all associated water users, which provides CITY with a principal contact person for CITY to contact regarding water issues related to the shared water line and who will be responsible for addressing and paying any metered water usage, as established by the Master Water Meter, which exceeds the usage reported by the individual water user meters (hereinafter "overage"). The individual users may employ any method for reimbursement of such fees and costs to the principal contact; however CITY will address only the principal of the water user organization in billing such overage, obtaining payment, and enforcing necessary repairs or maintenance.

ACCESS

USER agrees that proper authorized agents of the City shall, without prior notice, have free access to the premises, at all reasonable hours and times, for the purpose of inspecting USER'S rural water service, including the right to examine or inspect all parts of buildings to which water may be delivered and to inspect the condition of the pipes, fixtures and manner in which the water is used for the purpose of ensuring compliance with the terms of this Agreement. USER waives the right to prohibit entry to the premises by any agent of CITY authorized to inspect USER'S water service.

TERMINATION

CITY shall have the right to terminate this Agreement and water service provided under the terms of the Agreement if USER fails to comply with its obligations hereunder, and including, but not limited to, USER failing to make prompt and timely payments of charges levied hereunder, or in the event of a water shortage which threatens the health, welfare, and condition of the residents of the City of Conrad. Such termination shall take effect after reasonable notice to USER. USER may terminate this Permit upon thirty days' notice to CITY and shall pay all outstanding charges within thirty (30) days from the termination of this Permit.

WAIVER OF RIGHT TO PROTEST ANNEXATION

USER also agrees, that upon the granting of this permit by the CITY to afford City service to USER, that if the CITY believes it is in the best interest of the City to annex the above-described property into the corporate limits of the CITY, said USER will not protest, directly or indirectly, such annexation, and that

upon such incorporation into CITY all water mains 6" or larger in diameter meeting Montana Public Works Standard Specifications situated in and under said above-described property or serving said property shall become the property of CITY.

NON-ASSIGNMENT

USER may not assign, sell or otherwise transfer this permit without CITY'S consent. In the event of sale, transfer or other event which terminates the ownership of the above described real property in USER, the new owner will be required to secure a permit and pay applicable cost for further water service from CITY.

Current rural water service lines as of April 19, 2004 shall be grand fathered unless additional users are added.

INDEMNIFICATION

USER agrees to indemnify and hold harmless CITY from any and all damages, losses, claims or other injury which results to it as a result of USER'S actions, negligent or intentional, associated with or related to the rural water service hereunder.

ENFORCEMENT

This Permit shall be construed in accordance with Montana law and venue of any action on said Permit shall be in Pondera County, Montana. The prevailing party in any action to enforce any term of this Permit shall be entitled to attorney fees and costs.

IN WITNESS WHEREOF the City of Conrad issues this day, the permit as herein set forth and authorizes the setting of its name and the affixing of its seal hereto by its proper officers, and the USER hereunto sets his hand and seal on the 24th day of July, 2026.

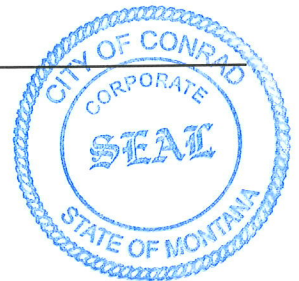
USER
x Marion Ryabichev
Signature

x Marion E Ryabichev
Print Name

x [Signature]
Signature

x Pavel Ryabichev
Print Name

CITY OF CONRAD
BY: [Signature]
ITS: Mayor



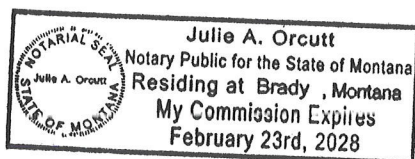
ATTEST: (SEAL OF CITY)

[Signature]
ITS: Finance Officer

Approved by the City Council at a regular meeting held 23rd day of July, 2026.

STATE OF MONTANA)
 :SS
County of Pondera)

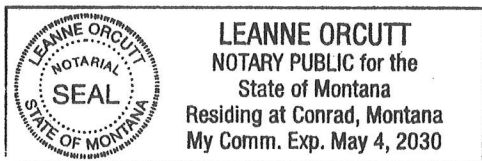
On this 24th day of July, 2026, personally appeared
ADAM CATES and Jerad Walston,
known to me to be the Mayor and Finance Officer of the City of Conrad, Montana,
and acknowledged to me that said corporation executed the same.



Julie A. Orcutt
Printed Name: Julie A. Orcutt
Notary Public for the State of Montana.
Residing at _____
My Commission expires: _____

STATE OF MONTANA)
 :SS
County of Pondera)

On this 17 day of July, 2026, personally appeared
PAVEL + MARION RYABICHEV (USER),
whose name is subscribed to the foregoing instrument, and acknowledged to me that
she/he executed the same.



Leanne Orcutt
Printed Name: _____
Notary Public for the State of Montana.
Residing at _____
My Commission expires: _____