

Riverside Special Utility District

P. O Box 194 Riverside, TX 77367-0194

www.riversideswatersupply.com

Phone No. 936-594-5793 Fax No. 936-594-3537

SERVICE APPLICATION AND AGREEMENT

PLEASE PRINT

ACCOUNT #: _____

APPLICANT'S NAME: _____

SPOUSE'S NAME: _____

PHYSICAL ADDRESS FOR WATER SERVICE:

BILLING ADDRESS:

HOME PHONE: _____

WORK PHONE: _____

RENT: _____ OWN: _____

EMERGENCY PH.: _____

LANDLORD'S NAME: _____

LANDLORD'S ADDRESS: _____

LEGAL DESCRIPTION OF PROPERTY: (INCLUDE NAME OF ROAD, AND LOT AND BLOCK NUMBER)

PREVIOUS OWNER NAME AND ADDRESS: (IF KNOWN)

ACREAGE: _____ HOUSE SQ. FT. _____ NUMBER FAMILY: _____ NO. OF LIVESTOCK: _____

MAP OF DESIRED METER LOCATION AND/OR SPECIAL SERVICE NEEDS:

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: Hispanic or Latino **Race:** White Black or African American American Indian/Alaska Native
 Not of Hispanic or Latino Asian Native Hawaiian or Other Pacific Islander

Gender: Male Female

SERVICE APPLICATION AND AGREEMENT CONTINUED

AGREEMENT made this _____ day of _____, 20____, Between

Riverside Special Utility District, a political subdivision created under the laws of the State of Texas (hereinafter called the District) and _____, (hereinafter called the Applicant or Customer).

The District shall sell and deliver water service to the Applicant and Applicant shall purchase, receive, and/or reserve water service from the District in accordance with the Order Setting Rates and Policies of the District as amended from time to time by the Board of Directors of the District.

The Customer shall pay the District for service hereunder as determined by the District's Order Setting Rates and upon the terms and conditions set forth therein, a copy of which has been provided as information packet, for which the Customer acknowledges receipt hereof by execution of this Agreement.

All water shall be metered by meters to be furnished and installed by the District. The meter is for the sole use of the Customer and is to provide service to one (1) dwelling and/or only one (1) business. Extension of pipe or pipes to transfer utility service from one property to another to share, resell, or sub-meter water to any other persons, dwellings, business, and/or property, etc., is prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Customer's property at a point to be chosen by the District, and shall have access to its property and equipment located on Customer's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the District shall have the right to remove any of its equipment from the Customer's property.

The District's authorized employees shall have access to the Customer's property, premises, and facilities at all reasonable times for the purpose of inspection, to insure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency, applicable plumbing codes, and utility construction standards. The District strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply.

In the event the total water supply is insufficient to meet all of the needs of the Customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Water Conservation Plan. With execution by the Applicant of this Agreement, Applicant hereby shall comply with the terms of said Plan.

The customer shall install at his own expense any necessary service lines from the District's facilities and equipment to the point of use, including any customer service isolation valves or other equipment as may be specified by the District. The use of pipes and pipe fittings that contain more than .25% lead or solders and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the District.

By execution hereof, the Customer shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other customers of the District, normal failures of the system, or other events beyond the District's control.

The Customer shall grant to the District, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any others such equipment which

may be deemed necessary by the District to extend or improve service for existing or future customers, on such forms as required by the District.

By execution of this Service Application and Agreement, applicant agrees that non-compliance with the terms of this Agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the District.

Any misrepresentation of the facts by the Applicant on any of the three pages of this form shall result in discontinuance of service pursuant to the terms and conditions of the District's Policies.

Applicant

Date

Applicant

Date

**CONFIDENTIALITY FORM FOR
RIVERSIDE SPECIAL UTILITY DISTRICT CUSTOMERS**

Under Law you can request that certain personal information contained in our utility records not be released to unauthorized persons. This information consists of the customer's service address, telephone number and social security number.

We must still provide this information, when requested, to certain state agencies or any agency of the Federal Government.

If you wish to keep this information confidential, please sign below acknowledging the request.

Signature

Date

Signature

Date

<p><u>FOR OFFICE USE ONLY</u></p> <p>DATE OF APPLICATION:</p> <p>_____</p> <hr/> <p>ACCEPTED BY:</p> <p>_____</p>

RIVERSIDE SPECIAL UTILITY DISTRICT

UNITED STATES DEPARTMENT OF AGRICULTURE Rural Utilities Service

RIGHT OF WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____,
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by _____, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantors' property as well as the Grantee's current and future system-wide customers, under, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, _____ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, paralleling, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described land and that said lands are free and clear of all encumbrances and liens except the following:

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

