

# Non-Standard Service Agreement

Lindale Rural Water Corporation  
P.O. Box 756, Lindale Texas 75771  
Phone (903) 882-3335 Fax (903) 882-6822

Date: \_\_\_\_\_ # of Occupants: \_\_\_\_\_

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

C/o Applicant: \_\_\_\_\_

Address Moving From: \_\_\_\_\_

\_\_\_\_\_

Address Moving To:  
(Service Address) \_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

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

Phone #: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Driver's License # (Required) \_\_\_\_\_ (need copy)

Please CHECK if Property has  
Well: \_\_\_\_\_  
Sprinkler System: \_\_\_\_\_

Previous Owner: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BY SIGNING THIS I UNDERSTAND THAT PAYMENT OF MY  
WATER BILL IS DELINQUENT AFTER THE 15TH OF EACH  
MONTH AND IS SUBJECT TO DISCONNECTION.**

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

INFORMATION NEEDED ALONG WITH THIS APPLICATION:

- 1 WARRANTY DEED - DEED OF TRUST (PROOF OF OWNERSHIP)
- 2 MEMBERSHIP - \$100 CHECK OR MONEY ORDER
- 3 IDENTIFICATION CARD (DL OR STATE ID)

# NON-STANDARD SERVICE AGREEMENT

THE STATE OF TEXAS )

COUNTY OF SMITH )

THIS AGREEMENT is made and entered into by and between Lindale Rural Water Supply Corporation, hereinafter referred to as "LRWSC" and \_\_\_\_\_, hereinafter referred to as "Developer".

WHEREAS, Developer is engaged in developing that certain \_\_\_\_\_ acres of land in Smith County, Texas more particularly known as the \_\_\_\_\_ Subdivision, according to the plat thereof recorded in Vol. \_\_\_\_\_, Page \_\_\_\_\_ of the Plat Records of Smith County, Texas, said land being hereinafter referred to as "the Property"; and

WHEREAS, LRWSC owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and

WHEREAS, Developer has requested that LRWSC provide such water service to the Property through an extension of LRWSC's water system, such extension being hereinafter referred to as "the Water System Extension"; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS: that for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Developer and LRWSC agree as follows:

## 1 Engineering and Design of the Water System Extension

- (a) The Water System Extension shall be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of LRWSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by LRWSC's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by LRWSC's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define the "Water System Extension".
- (b) The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development of the Property provided to LRWSC by the Developer. LRWSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of LRWSC, subject to the obligation to reimburse Developer for any such over sizing as provided by law.

## 2 Required Easements or Rights-of-Way

- (a) Developer shall be responsible for dedicating or acquiring any easements across privately owned land which are necessary for the construction of Water System Extension and for obtaining any governmental approvals necessary to construct the Water System Extension in public rights-of-way.
- (b) Any Easements acquired by the Developer shall be assigned to LRWSC upon proper completion of the construction of the Water System Extension. The validity of the legal instruments by which the Developer acquired any such easements any by which Developer assigns such easements to LRWSC must be approved by LRWSC's attorney.

## 3 Construction of the Water System Extension

- (a) Developer shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of LRWSC. LRWSC may reject any bid.
- (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. LRWSC shall have the right to inspect all phases of the construction of the Water System Extension. Developer must give written notice to LRWSC of the date on which the construction is scheduled to begin so that LRWSC may assign an inspector.

## 4 Dedication of Water System Extension to LRWSC

After a period of two (2) years upon proper completion of construction of the Water System Extension and final inspection thereof by LRWSC, the Water System Extension shall be dedicated to LRWSC by an appropriate legal instrument approved by LRWSC's attorney. The Water System Extension shall thereafter be owned and maintained by LRWSC.

## 5 Cost of Water System Extension to LRWSC.

- (a) Developer shall pay all costs associated with the Water System Extension, including without limitation to the cost of the following:
  - (1) engineering and design;
  - (2) easement or right-of-way acquisition;
  - (3) construction;
  - (4) attorneys' fees;
  - (5) governmental or regulatory approvals required to lawfully provide service.