

Non Standard Application

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: _____

Home Phone: _____ Secondary Phone: _____

Driver's License # (Required) _____ (need copy)

Please CHECK if Property has
Well: _____
Sprinkler System: _____

LRWSC Use Only
Prev. Acct # _____
Route # _____
Pump # _____
Sequence # _____
Meter # _____
S.P. # _____
Deposit: \$ _____
Start Read: _____

ACCT # _____

Water Scan # _____

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 CASH/CHECK OR MONEY ORDER
- 3 IDENTIFICATION CARD (DL OR STATE ID)

(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 the 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 one (1) year 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.

(b) Developer shall indemnify LRWSC and hold LRWSC harmless from all of the foregoing costs.

(c) Provided, however, nothing herein shall be construed as obligating the Developer to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by LRWSC.

(d) If LRWSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of LRWSC, then LRWSC shall reimburse Developer for the additional costs of construction attributable to the oversizing, as determined by LRWSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to LRWSC.

6. Service from the Water System Extension.

(a) After proper completion and dedication of the Water System Extension to LRWSC, LRWSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of LRWSC and the payment of the following:

- (1) All standard rates, fees and charges as reflected in LRWSC's approved tariff;
- (2) Any applicable impact fee adopted by LRWSC;
- (3) Any applicable reserved service charge adopted by LRWSC.

(b) It is understood and agreed by the parties that the obligation of LRWSC to provide water service in the manner contemplated by this Agreement is subject to the issuance by the Texas Natural Resource Conservation Commission and all other governmental agencies having jurisdiction of all permits, certificated or approvals required to lawfully provide such service.

(c) Unless the prior approval of LRWSC is obtained, Developer shall not:

7. Effect of Force Majeure.

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the authority, insurrections, fires, riots, epidemics, landslides, lightning, earthquakes, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other incapacities of either party, whether similar to those enumerated or otherwise, that are not within the discretion of the party having the difficulty and the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

8. Notices.

Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Parcel Service with sufficient postage affixed. Any notice mailed to LRWSC shall be addressed:

LINDALE RURAL WATER SUPPLY CORPORATION
c/o GENERAL MANAGER
P.O. BOX 756
LINDALE, TX 75771

Any notice mailed to Developer shall be addressed:

Either party may change the address for notices to it by giving notice of such change in accordance with the provisions of this paragraph.

9. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

10. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

11. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of LRWSC and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the Amendment.

12. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Smith County, Texas.

13. Venue

Venue for any suit arising hereunder shall be in Smith County, Texas.

14. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties.

15. Assignability.

The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of LRWSC.

16. Effective Date.

This Agreement shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

LINDALE RURAL WATER S.C.

DEVELOPER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PLEASE NOTE:

UTILITY EASEMENT REQUIREMENTS HAVE CHANGED

THE NEW OWNERS OF A PROPERTY (NAMES LISTED ON THE DEED) HAVE TO ALL BE PRESENT TO HAVE US NOTARIZE YOUR UTILITY EASEMENT. (AN ID IS ALSO REQUIRED FOR ALL)

IF ALL OWNERS CAN NOT BE PRESENT, YOU CAN TAKE THE EASEMENT WITH YOU AND HAVE IT NOTARIZED ELSEWHERE AND RETURN IT WITH YOUR PAPERWORK AND DEED.

***** WATER SERVICE IS TEMPORARY UNTIL ALL PAPERWORK IS COMPLETED *****

THANKS,

LINDALE RURAL WATER

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT (Location of Easement Required)

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 and/or sewer collection lines and appurtenances, 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 Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, the center line thereof to be located across said land as follows:

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 the Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successor or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the county or state hereafter widens or relocates any public road so as to require the relocation of this water and/or sewer 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 and/or sewer lines 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 lands 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.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20_____.

ACKNOWLEDGEMENT
(Individual)

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by _____
_____.

(SEAL)

Notary Public, State of Texas

SECTION G: RATE AND SERVICE FEES

Base Rates

5/8"- 3/4" Meter	\$30.00
1" Meter	\$60.00
1 1/2" Meter	\$100.00
2" Meter	\$150.00
4" Meter	\$650.00

Commercial Buildings – will be a minimum 1" Meter or larger approved by LRWSC. Any Meter larger than 4" will be approved by the Board prior to Installation.

New Taps

5/8"-3/4" Meter	\$2,124.00	\$1,624.00 up front
1" Meter	\$2,368.00	\$1,868.00 up front
1 1/2" Meter	\$2,988.00	\$2,488.00 up front
2" Meter	\$3,448.00	\$2,948.00 up front
4" Meter	\$10,000.00	

All but \$500.00 is to be paid before we set the tap. You may pay the remaining balance out \$50.00 a month for 10 months on your water bill.

Water Prices

Base Rate	0-2,000 gallons
\$3.55 per 1000	2,001-5,000 gallons
\$4.05 per 1000	5,001-10,000 gallons
\$4.55 per 1000	10,001-20,000 gallons
\$5.55 per 1000	20,001-30,000 gallons
\$6.55 per 1000	30,001-50,000 gallons
\$7.55 per 1000	50,001-90,000 gallons
\$8.55 per 1000	90,001 gallons and up

Billing Dates

Bill is sent	On or before 30 th
Bill is due	The 15 th
Late fee	After the 15 th
Disconnect	10 Days after 15 th

There is no late fee added to a balance \$15.00 or less.

Other Charges and Fees

Late Fee	\$10.00 after the 15 th of the month
Road Bore	\$800.00 and up
Line Extensions- 2" line	\$2.00 per foot and cost of materials
Line Extensions- 4" line	\$4.00 per foot and cost of materials
Tanker Fill Up (Bulk Water)	\$50.00 up to 2,000 gallons Over 2,001 gallons falls under Water Prices list
State Fee	.005% of your bill
Returned Check Fee	\$20.00
Disconnect Fee	\$25.00
Reconnect Fee	\$25.00
Membership	\$100.00
Rental Deposit	\$50.00
Meter Testing	\$50.00 if meter is bad, we pay it, if it is good, the Customer must pay it
Service Trip Fee	\$25.00/ Each Trip
Meter Change-Out	\$50.00
Move a Meter	3/4" \$824.00 --- 1" \$1,068.00 (estimate)