

CONSENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This CONSENT AGREEMENT is made this _____, 20__ by and between _____ (herein "Owner") and Fort Bend County Fresh Water Supply District No. 1 (the "District").

WHEREAS, the District has constructed a public water supply system (the "System") to serve customers within its boundaries; and

WHEREAS, Owner owns the property located at _____, within the boundaries of the District (the "Property") and desires to be connected to the District's System; and

WHEREAS, the District is agreeable to paying for and constructing the house water service line (the "Service Line") to connect Owner's home to the System; and as such Owner and District desire to set forth the terms and conditions for the District to pay for and construct Owner's Service Line.

NOW, THEREFORE, in consideration of the mutual benefits and covenants herein contained, Owner and District agree as follows:

(1) District agrees to pay for and construct Owner's Service Line upon receipt from Owner of (i) this signed Consent Agreement, (ii) the attached Application for Service, (iii) the attached License Agreement; (iv) the attached Customer Service Agreement; and (v) a \$1.00 deposit fee. The District's obligation to construct Owner's Service Line is conditioned upon the District having funds legally authorized for this purpose. ***Owner acknowledges that Owner is only entitled to one connection constructed at the District's expense, as contemplated herein, within the District. Any additional connections desired by Owner must be at Owner's sole cost and expense.***

(2) Owner consents to the District constructing Owner's Service Line and grants to the District, its agents, contractors, representatives and assigns the right to enter Owner's property for the purpose of constructing the Service Line.

(3) Owner consents to the District installing a water expansion tank to Owner's house water service line and grants to the District, its agents, contractors, representatives and assigns access to Owner's hot water heater for the purpose of installing the water expansion tank.

(4) Owner agrees and acknowledges that, as an express condition of the District's agreement to (a) Construct the Service Line, and (b) provide water service to the Property, that, unless subject to exception at the District's discretion, Owner's existing water well, if any, must be decommissioned and plugged, pursuant to the regulations of the District, Fort Bend County, the Texas Commission on Environmental Quality, and any other regulatory agency having authority. In connection therewith, the District agrees, at its cost, to plug, or cause to be plugged, pursuant to the terms and conditions herein, the water well existing on the Property, if any, if such well is

subject to being plugged. *Therefore, Owner expressly consents to the District plugging or causing to be plugged, Owner's existing water well, if any, as required.* For the purposes of this Agreement, any reference herein to construction of the Service Line shall also apply to and include the District plugging Owner's existing water well.

(5) Owner understands and acknowledges the following:

- a. Pressure from the District's water system may be greater than pressure from Owner's existing facilities;
- b. It is difficult for the District, its agents or contractors, to ascertain the location of all of Owner's connections from the Property to Owner's existing well, if any; and
- c. It is difficult for the District, its agents or contractors, to ascertain the existence or condition of the lines and certain plumbing fixtures within Owner's home.

As such, Owner shall, at Owner's sole cost and expense, locate any and all connections from the Property to the existing water well, if any, and provide all necessary and pertinent information concerning the existence and location of such connections to the District, its agents or contractors. Further, Owner, at Owner's sole cost and expense, inspect, or cause to be inspected, Owner's existing plumbing fixtures and connections within Owner's home to ensure that (i) all customary plumbing fixtures are in place, and (ii) that the water lines within Owner's home are in adequate condition to withstand pressurization from the District's water system. **OWNER HEREBY INDEMNIFIES AND HOLDS HARMLESS THE DISTRICT, ITS AGENTS, SERVANTS, OFFICERS, DIRECTORS, SUPERVISORS, REPRESENTATIVES, ENGINEERS, ATTORNEYS, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES"), FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, AND LIABILITIES, OF EVERY KIND AND WHATSOEVER NATURE, WHICH OWNER MAY HAVE ARISING OUT OF OR RELATED DIRECTLY OR INDIRECTLY TO OWNER'S FAILURE TO IDENTIFY ALL SUCH CONNECTIONS, PROVIDE SUCH INFORMATION TO THE INDEMNIFIED PARTIES, OR ENSURE THE EXISTENCE OR ADEQUATE CONDITION OF ALL LINES AND FIXTURES NECESSARY TO RECEIVE WATER SERVICE FROM THE DISTRICT, ALL AS REQUIRED IN THIS PARAGRAPH (5).**

(6) In consideration of the District's agreement to contract and pay for the construction of Owner's Service Line, **OWNER HEREBY RELEASES AND FOREVER DISCHARGES THE DISTRICT, AND EACH AND ALL OF ITS AGENTS, SERVANTS, OFFICERS, DIRECTORS, SUPERVISORS, REPRESENTATIVES, ENGINEERS, ATTORNEYS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, AND LIABILITIES OF EVERY KIND AND OF WHATSOEVER NATURE, WHICH OWNER MAY HAVE ARISING OUT OF OR RELATED DIRECTLY OR INDIRECTLY TO THE SERVICE LINE, INCLUDING, WITHOUT LIMITATION, THOSE WHICH MAY ARISE FROM INTERRUPTION OF SERVICE OR FAILURES OF THE SYSTEM.**

This indemnity does not apply to the acts or omissions of the contractor constructing the Service Line.

Owner shall grant to the District any licenses, easements or rights-of-way for the purpose

of installing the Service Line, meters, valves, and other equipment deemed necessary by the District.

Owner hereby acknowledges and agrees that in no event shall any connection from a water well be permitted to run or connect to any home, dwelling or other structure used for habitation that is connected to the District's public water supply system. Owner further acknowledges that any attempt by Owner to connect a water well to any such home, dwelling or other structure used for habitation will subject Owner to disconnection, fines and civil penalties as provided in the District's Rate Order.

Owner understands and agrees that no new water wells may be constructed on the Property. Any attempt by Owner to construct or cause to be constructed any such water well on the Property shall subject Owner to disconnection, fines and civil penalties as provided by the District's Rate Order, and any such well so constructed or caused to be constructed shall be dismantled by the District at Owner's expense.

Upon completion of construction of the Service Line, Owner shall be deemed owner of the Service Line and shall be solely responsible for the Service Line including, but not limited to, maintenance and repair thereof.

Owner acknowledges that this Consent Agreement is being made of Owner's own free choice, and that this Consent Agreement contains the entire agreement between the District and Owner as of the date of execution hereof. This Consent Agreement cannot be changed or terminated orally.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

Executed this _____.

By: _____

Name: _____

By: _____

Name: _____

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

(SEAL)

Notary Public in and for the
State of T E X A S

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

(SEAL)

Notary Public in and for the
State of T E X A S