

## 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 and sanitary sewer 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 and house sewer service line (collectively, the "Service Lines") 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 Lines.

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 Lines upon receipt from Owner of (i) this signed Consent Agreement, (ii) the attached Application for Service, (iii) the attached License Agreement; (iv) documentation from the Fort Bend County Community Development Department, including income survey, and any subsequent correspondence from the Fort Bend County Community Development Department in connection therewith; (v) the attached Customer Service Agreement; and (vi) a \$1.00 deposit fee. The District's obligation to construct Owner's Service Lines is conditioned upon: (i) receipt of grant funds by the District to pay for Owner's Service Lines and Owner being eligible for such grant funds, or (ii) the District having other funds legally authorized for this purpose. ***Owner acknowledges that Owner must complete the grant application process, including but not limited to responding to all requests for information from the Fort Bend County Community Development Department ("CDBG") in connection with the grant application process heretofore discussed, and adhering to any and all applicable deadlines issued by the CDBG in connection therewith, to be eligible for the District to construct the Service Lines contemplated herein. Owner further 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 Lines 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 Lines.

(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 Lines, and (b) provide water and sewer service to the Property, that (i) Owner's existing water well, if any; and (ii) Owner's existing septic system, if any, must be decommissioned and, in the case of the water well, plugged, or in the case of the septic system, abandoned in place, 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, and to abandon in place, or cause to be abandoned in place, subject to the terms and conditions herein, the existing septic system on the Property, if any. Therefore, Owner expressly consents to the District (i) plugging or causing to be plugged, Owner's existing water well, if any; and (ii) abandoning in place, or causing to be abandoned in place, Owner's existing septic system, if any. For the purposes of this Agreement, any reference herein to construction of the Service Lines shall also apply to and include the District plugging Owner's existing water well and abandoning in place Owner's existing septic system.

Notwithstanding the foregoing statement in this Article (4) concerning water wells, the District has adopted and implemented a Private Irrigation Well application and permit (collectively, the "Permit") for eligible properties to continue to operate a private well for irrigation purposes only. To be eligible, the property must consist of, at a minimum, 20,000 square feet of contiguous property, and be owned by a single property owner. The Permit requires a one-time application fee of \$300, plus time and materials for costs incurred by the District in excess of such fee, and will require an annual renewal and inspection fee of \$200, payable on the anniversary of the Permit approval date. The District makes no representation concerning the continuation of this policy in the future, or changes in law allowing for such policy; and approval of a Permit for any such well does not certify or warrant the property owner's well for any purposes, including but not limited to its fitness for the intended uses or purposes, its condition, or its satisfaction of any laws or regulations of the State of Texas, Fort Bend County, the Texas Commission on Environmental Quality, or any other governmental entity or agency having authority. Further, approval of a Permit solely constitutes the District's approval of the Permit pursuant to the District's specified criteria, and does not represent the approval of the State of Texas, Fort Bend County, the Texas Commission on Environmental Quality, or any other such agency or regulatory authority.

If Owner believes that Owner's Property qualifies for a Permit, and desires to make an application to the District for such Permit, please initial here \_\_\_\_\_. Upon receipt of this request, the District, its agents or consultants, will review the Property, and determine whether the Property qualifies for a Permit. If the Property qualifies, the District will mail a Permit application to the address listed in the application documents. Once Owner completes the Permit application and pays the applicable fees and charges, Owner's property will be included in the construction contract, and the District's contractor will be instructed to leave the Private Irrigation Well in place. The Private Irrigation Well will be physically disconnected from any home, dwelling or other structure used for habitation. If the Property does not qualify, the District will notify Owner. At such time, Owner may decide to proceed with plugging Owner's well, or be removed from the District's construction contract, thereby electing to remain on private water and sewer facilities. All such actions must be complete by the applicable application deadline.

(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 and septic systems, 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 (i) the existing water well, if any, and (ii) the existing septic system, 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 AND SEWER 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 Lines, **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 LINES, 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 Lines.

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.

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

Upon completion of construction of the Service Lines, Owner shall be deemed owner of the Service Lines and shall be solely responsible for the Service Lines 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