

Fort Bend County Fresh Water Supply District No. 1
APPLICATION FOR RESIDENTIAL SERVICE/ ESPLANADE/ IRRIGATION CONNECTION
(Please print or type)

(Name of Applicant)

(Subdivision and Section)

(Lot) (Block)

(Street Address) (City) (State) (Zip)

(Home Phone) (Business Phone)

Request for residential connection _____ Request for Irrigation Connection: _____

If for residential connection do you Own home _____ or Lease home _____ *

* If lease home provide evidence of ownership or lease agreement)

Installation to be performed by: _____

Type of pipe material to be used: PVC _____, ABS _____, VC _____, CI _____

Date: _____ Requested by: _____

Applicant to draw sketch of house layout and proposed location of water and sewer service line:

Applicant Signature

For District Use Only

Date Application Received: _____

Date Construction Authorized: _____

Connection Information: _____

WYE Location _____

Stack Location _____

Manhole Location _____

Date of Inspection 1st _____ 2nd _____ 3rd _____

Date Permit Granted _____

Approved on _____ by _____ District Representative

CUSTOMER SERVICE AGREEMENT

SECTION I. PURPOSE. Fort Bend County Fresh Water Supply District No. 1 (the "District") is responsible for protecting its Water Supply System from contamination or pollution which could result from unacceptable plumbing practices. The purpose of this Service Agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this Customer Service Agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this Customer Service Agreement.

SECTION II. PLUMBING RESTRICTIONS. The following unacceptable plumbing practices are prohibited by State regulations:

- A. No direct connection between the District's Water Supply System and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention device.
- B. No cross-connection between the District's Water Supply System and a private water system is permitted. These potential threats to the District's Water Supply System shall be eliminated at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device.
- C. No connection which allows water to be returned to the District's Water Supply System is permitted.
- D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

SECTION III. SERVICE AGREEMENT. The following are the terms of this Customer Service Agreement between the "District and _____ (the "Customer") :

- A. The District will maintain a copy of this Customer Service Agreement as long as the Customer and/or the premises is connected to the District.
- B. The Customer shall allow his/her property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. Inspections shall be conducted during the District's normal business hours.
- C. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practices which have been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.

SECTION IV. ENFORCEMENT. If the Customer fails to comply with the terms of this Service Agreement, the District shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Service Agreement shall be billed to the Customer.

NOTE: THE PURPOSE OF THE CUSTOMER SERVICE AGREEMENT IS TO NOTIFY CUSTOMERS OF THE PLUMBING RESTRICTIONS OF THE DISTRICT ADOPTED TO PROTECT THE DISTRICT'S WATER SUPPLY SYSTEM. INSPECTIONS CONDUCTED BY THE DISTRICT'S OPERATOR IN ACCORDANCE WITH THIS SERVICE AGREEMENT ARE FOR THE SOLE PURPOSE OF DISCOVERING AND ELIMINATING UNACCEPTABLE PLUMBING PRACTICES. THE DISTRICT OR THE DISTRICT'S OPERATOR MAKES NO REPRESENTATION AS TO THE ADEQUACY, QUALITY, OR FITNESS OF THE CUSTOMER'S PRIVATE PLUMBING FACILITIES.

Customer's
Signature _____

Date: _____

Address: _____

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 "Water System") and sanitary sewer system (the "Sewer System" and collectively, the "System") to serve customers within its boundaries;

WHEREAS, Owner owns the property located at _____, within the boundaries of the District (the "Property") that is presently connected to the Water System; and

WHEREAS, Owner desires to connect the Property to the Sewer System; and

WHEREAS, the District is agreeable to paying for and constructing the house sewer service line (the "Service Line") to connect Owner's home to the Sewer 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 Consent Agreement completed and executed, (ii) the attached Application for Service completed and executed, (iii) the attached License Agreement completed and executed; (iv) the attached Customer Service Agreement completed and executed; and (v) a \$1.00 deposit fee. The District's obligation to construct Owner's Service Line is further 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 agrees and acknowledges that, as an express condition of the District's agreement to (a) construct the Service Line, and (b) provide sewer service to the Property, (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 Line 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 Paragraph (3) 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, Owner must request the Permit from the District's Operator; complete the required documentation; and submit it, along with the required application fee, as per the instructions in the Permit. Upon receipt of this request, required documentation and the applicable fee, the District, its agents or consultants, will review the Property, and determine whether the Property qualifies for a Permit. If the Property qualifies, 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 sewer facilities. All such actions must be complete by the applicable application deadline. ***Owner acknowledges and understands that, if Owner requests a Permit, Owner's application for the Service Line will not be considered complete, and Owner's Property will not be included in the construction contract, until Owner has complied with all of the requirements and submitted all documentation and fees, associated with the Permit to the District's satisfaction.***

(4) Owner understands and acknowledges the following:

- a. 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 septic system, if any; and
- b. 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 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 sewer lines within Owner's home are in adequate condition to receive service from the District's Sewer 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 SEWER SERVICE FROM THE DISTRICT, ALL AS REQUIRED IN THIS PARAGRAPH (4).**

(5) 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, including a water well that is successfully granted a Permit by the District as provided in Paragraph (3) hereof, be permitted to run or connect to any home, dwelling or other structure used for habitation that is connected to the District's Water System (an "Illegal Connection"). Owner further acknowledges that any attempt by Owner to connect a water well, including a water well that is successfully granted a Permit by the District as provided in Paragraph (3) hereof, 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. Moreover, the District, its employees, contractors, and consultants shall have the right, with the assistance of a peace officer, if necessary, to enter upon the Property and remove or dismantle, at Owner's sole cost and expense, any such Illegal Connection.

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 removed or dismantled, with the assistance by a peace officer, if necessary, by the District at Owner's sole cost and 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 removed or dismantled by the District, with the assistance of a peace officer, if necessary, at Owner's sole cost and 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. Further, Owner acknowledges and understands that this Consent Agreement shall automatically terminate, and be of no further effect, if Owner does not complete and return all required application documents, and remit any and all required fees and charges in connection therewith, by or before the application deadline.

[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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") dated this ____ day of _____, 20__ between _____ ("Licensor"), and FORT BEND COUNTY FRESHWATER SUPPLY DISTRICT NO. 1, a political subdivision of the State of Texas, operating under and governed by the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 53, Texas Water Code, as amended ("Licensee").

WITNESSETH:

The parties hereto, intending to be legally bound hereby, covenant with each other as follows:

1. *License Grant.* Licensor does hereby grant to Licensee a temporary license to use, upon the conditions hereinafter provided, that certain tract of land described as follows:

Lot ____ in Block ____ of _____, a subdivision in Fort Bend County, Texas, according to the plat thereof recorded in _____, Page ____ of the Deed Records of Fort Bend County, Texas ("Licensed Premises").

2. *Term.* The term of this License shall be for the period beginning on the date hereof and ending on _____. At the expiration of this License, Licensee will vacate the Licensed Premises.

3. *License Fee.* Licensee is granted this License and shall be permitted to use the Licensed Premises during the term of this License in consideration for the payment of a license fee of \$1.00 for such License, the receipt of which is hereby acknowledged.

4. *Use of Licensed Premises.* Licensee will use the Licensed Premises solely for (a) the installation and connection of underground sanitary collection lines and related facilities to serve the Licensed Premises in accordance with the standards and specifications imposed by all applicable governmental authorities, including Licensee, (b) plugging any and all on-site water wells within the Licensed Premises, and (c) de-commissioning and abandoning any and all on-site septic and wastewater facilities within the Licensed Premises.

5. *Alterations.* Licensee shall be permitted to make any and all alterations to the Licensed Premises which are necessary to accomplish the activities on the Licensed Premises set forth in Section 4 hereof.

6. *Assignment.* Licensee shall have the right to assign or transfer this License, and shall have the right to permit the use of the Licensed Premises by third parties for the purposes set forth in Section 4 hereof.

7. *Maintenance of Licensed Premises.* During the course of the activities on the Licensed Premises set forth in Section 4 hereof, Licensee will keep the Licensed Premises in clean, safe and sanitary condition, will take good care thereof, and will suffer no waste or

injury thereto. Any and all injury, breakage or damage to the Licensed Premises arising from any cause, done by Licensee or its agents, contractors, servants or employees, shall be repaired by Licensee at its sole expense.

8. Liability for Damage or Injury. Licenser agrees that it will indemnify and hold harmless Licensee and Licensee's employees, contractors and agents from any and all liability, damage, expense, cause of action, suits, claims, judgments and cost of defense arising from injury to person or property in, on and under the Licensed Premises, or upon any adjoining public or private areas, which arise out of Licensee's use of the Licensed Premises, the work performed by Licensee and/or its employees, contractors and agents and the materials installed or caused to be installed by Licensee in the Licensed Premises. Licensee shall not be liable for any personal injury to Licenser and Licenser's invitees, guests, successors or trespassers arising from the use and condition of the Licensed Premises.

Licenser hereby understands and acknowledges that upon the installation of underground sanitary sewer collection lines and related facilities upon the Licensed Premises, such sanitary sewer collection lines, and related facilities shall become the property and sole responsibility of Licenser, and Licenser shall be responsible, at its cost, for any maintenance and/or repair to such water lines and related facilities.

IN WITNESS WHEREOF, Licenser and Licensee have caused this License to be executed and delivered as their act and deed, intending to be legally bound by its terms and provisions.

LICENSOR:

LICENSEE:

FORT BEND COUNTY FRESHWATER
SUPPLY DISTRICT NO. 1, a political subdivision
of the State of Texas, operating under and
governed by the provisions of Article XVI,
Section 59 of the Texas Constitution and
Chapters 49 and 53, Texas Water Code, as
amended

By: _____
Name: _____
Title: _____