

WESTMINSTER SPECIAL UTILITY DISTRICT
P. O. BOX 819 * 409 E. HOUSTON ST.
WESTMINSTER, TEXAS 75485
972-924-3282

District Use Only
Date approved _____
Cost _____
Account # _____
Location # _____
Work Order # _____

SERVICE APPLICATION AND AGREEMENT

Date _____
Applicant's Name _____
Spouse's Name _____
Current Billing Address _____
Home Phone # _____
Work Phone # _____ Cell # _____
Email Address _____
Legal Description of property: Include name of road, subdivision with lot and block number

Acreage _____ Number in family _____ Dwelling size _____
Livestock & number _____
Previous Owners name: _____
Special Needs of Applicant _____

NOTE: THIS APPLICATION MUST BE COMPLETED BY THE APPLICANT(S). A COPY OF THE WARRANTY DEED FOR THE LOCATION AS PROOF OF OWNERSHIP MUST BE SUBMITTED ALONG WITH THE APPLICATION.

EQUAL OPPORTUNITY PROGRAM: The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

"This institution is an equal opportunity provider and employer"

ETHNIC IDENTIFICATION: _____ HISPANIC OR LATINO _____ NOT HISPANIC OR LATINO
RACE: _____ AMERICAN INDIAN/ALASKAN NATIVE
_____ ASIAN
_____ BLACK/AFRICAN AMERICAN
_____ NATIVE HAWAIIAN/PACIFIC ISLANDER
_____ WHITE
GENDER: _____ MALE _____ FEMALE

Service Application and Agreement

Agreement made this _____ day of _____, 20____, between Westminster Special Utility District, a District organized under the laws of the State of Texas (herein called the District) and _____ (herein called the Applicant or Customer.)

Witnessed:

The District shall sell and deliver water service to the Applicant and Applicant shall purchase, receive, and/or reserve water service from the District in accordance with the District policies as amended from time to time by the Board of Directors of the District. Upon compliance with said policies, including payment of the deposit, the Applicant qualifies for service.

The customer shall pay the District for service hereunder as determined by the District's policies and upon the terms and conditions set forth therein, a copy of which has been provided as an informational packet, for which customer acknowledges receipt hereof by execution of this agreement.

The Board of Director's shall have the authority to stop service to any customer not complying with any policy or not paying any fees or charges as required by the District's published rates, fees, and conditions of service.

If this agreement is completed for the purpose of assigning water service as a part of rural domestic water system loan project contemplated with Farmer's Home Administration, an Applicant shall pay Indication of Interest Fee in lieu of deposit for the purpose of determining:

- A. The number of taps to be considered in the design, and
- B. The number of potential rate payers considered in determining the financial feasibility of constructing either:
 1. A water system or
 2. Expanding the facilities of an existing water system, the Applicant thereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the District's policies, shall further qualify as a customer and the Indication of interest fee shall then be converted by the District to a Deposit fee.

Applicant further agrees to pay, upon becoming a customer, the monthly water charges for such a service as prescribed in the Districts published rates, fees, and conditions of service. Any breach of this agreement shall give cause for the District to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest fees forfeited, The District may access a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the District. If delivery of service to said location is deemed infeasible by the District as part of this project, the Applicant shall be denied service in the District and the Indication of interest fee be refunded. The Applicant may re-apply for service at a later date under the terms and condition of the Districts policies. For the purpose of this agreement, an indication of Interest Fee shall be an amount equal to the Districts deposit fee.

All water to customer shall be metered by meters, to be furnished, installed and maintained by the District. The "single connection" is defined as a meter or connection for the sole use of the customer, at his/her residence, with usual and necessary outbuildings, or place of business. The extension of lines outside the immediate premises of the customer for use by a non-customer at another business or residence is strictly prohibited and may result in the forfeiture of service and loss of meter connection. In the event the total water supply is insufficient to meet all the needs of the customer, or in the event there is a water shortage, the District may initiate the Emergency rationing program as specified in the Districts policies. By executing this agreement, applicant shall comply with the terms of said program.

The Applicant shall install at his own expense a service line from the water meter to the point of use,

including any customer service isolation valves and other equipment as may be specified by the district.

The use of pipe and pipe fittings that contain more than .25% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the District.

By execution hereof, the Customer shall hold the District harmless from any and all claims for damages caused by service interruption due to waterline breaks by utility or like contractors, tampering by any other users of the District, normal failures of the system, or other events beyond the District's control.

The customer shall grant to the District, now or in the future, any easements of right of way for this purpose of installing, maintaining, and operating such pipelines, meters, valves and any other such equipment which may be deemed necessary by the District to extend or improve service for existing or future Customer's, on such forms as required by the District.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Customer's property at a point to be chosen by the District, and shall have access to the property and the equipment located upon the Customer's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the District shall have the right to remove any of its equipment from the Customer's property.

The District's authorized representatives shall have access to the Customer's property or premises at all reasonable times for the purpose of inspecting for possible violations of the District's policies or Texas Department of Health Rules and Regulations. The District strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply.

By execution of this Service Application and Agreement, Applicant shall guarantee payment of all other rates, fees, and charges due on any accounts the Applicant has been approved and received water for. Said guarantee shall pledge any and all deposit fees against any balances due the District. Liquidation of said deposit fees shall give rise to discontinuance of water utility service under the terms and conditions of the District's Policies.

By execution of this Service Application and Agreement, Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the District.

Any misrepresentation of the facts by the Applicant on any of the pages of this form shall result in discontinuance of service pursuant to the terms and conditions of the District's policies.

Applicant

Co-Applicant

Westminster SUD Approval

WESTMINSTER SECIAL UTILITY DISTRICT

Cost of Service

The following is a quote for service requested; these quote costs stand approved for a period not to exceed (30) days. Each applicant shall re-apply for terms of Westminster SUD Rate Order.

Deposit \$200.00

Meter Installation \$1500.00

Capital Improvement fee \$3300.00

Other charges \$ _____

Examples: road bore or line extension

Total Amount due \$ _____

Special arrangements for payment of cost of service other than deposit or other charges.

WSUD representative/ Date

Customer Signature/Date

WESTMINSTER VOLUNTEER FIRE DEPARTMENT, INC.
P.O. BOX 691
WESTMINSTER, TEXAS 75485

Dear Westminster Special Utility District Customer:

Starting with you January 31, 2000 water bill, Westminster SUD has agreed to allow each customer to support the Westminster Volunteer Fire Department. Teas Legislation (article 143Aa, Texas revised Texas Revised Civil Statutes Section 4A) has made it legal for a water District to collect voluntary donations for the fire departments and Emergency Medical Providers.

Each month on your bill, you will have the option to donate \$ _____ amount to help fund your fire department. This donation amount will be in addition to your monthly bill and these contributions may be used as a federal income tax deduction. The Westminster VFD depends heavily on donations to operate fire-fighting, training, equipment update and operation in your District. You will find a special box on your water bill that you must check if you wish to donate. In addition your donation must be added to your water bill payment.

With your support of this program, we can continue to improve our volunteer fire department and its equipment. We appreciate your help so that we can help you.

Remember to check the box and add donation to your bill amount.

Sincerely,

Sam Geer
Fire Chief

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT
(General Type Easement)

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 Westminster Special Utility District the 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 Instrument # _____ Deed Records Collin County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

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 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 rights 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 successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the 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 line 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 Grantor's 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:

Form RD-TX 442-9
(Rev. 6-06)

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 _____

Sign: _____

Print: _____

ACKNOWLEDGEMENT
(Individual)

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____

(SEAL)

Notary Public, State of Texas
County of _____