

**New Account Check-List
Mustang Special Utility District
7985 FM 2931
Aubrey, TX 76227**

Phone: 940-440-9561

Fax:940-440-9686

Effective Date of Account:_____ Lot #: _____

Customer Name:_____

In order to complete your New Account, we need the following:

☹ New Customer to pay \$3,000.00 Fee
100.00 water deposit
50.00 wastewater deposit if applicable

☹ A copy of New Customer warranty deed or deed of trust

Comments:_____

☹ Service Agreement completely filled out and signed by New Customer (There are five (5) pages to this document)

Comments:_____

☹ Utility Easement completely filled out, signed by New Customer and notarized (There are three (3) pages to this document)

Comments:_____

☹ Customer Service Inspection completed by a licensed plumber. Your account could be in jeopardy by not returning this document within 30 days after service has begun

Comments:_____

If your property is in the Oak Shores Development, you are responsible for a pressure reducer.

Returning these items in a timely manner will assure your account will be created promptly.

If you have any questions, please call us at the phone number above.

Thank you.

For Office Use Only

Account Set-Up in System

W/O Issued for Meter Set

\$ Adjustment Made

Meter assigned to Acct

ROAD BORE

IN THE EVENT THAT THE ROAD HAS TO BE BORED TO INSTALL YOUR SERVICE,
THERE WILL BE AN ADDITIONAL CHARGE.

I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR THIS CHARGE. THIS
CHARGE MUST BE PAID PRIOR TO BORING.

CUSTOMER SIGNATURE_____

MUSTANG SPECIAL UTILITY DISTRICT
STANDARD AGREEMENT

Please Print:

DATE: _____

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME _____

SERVICE ADDRESS

BILLING ADDRESS

PHONE NUMBER-HOME (____) ____ - _____

PHONE NUMBER- CELL (____) ____ - _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

SOCIAL SECURITY NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (include name of road, subdivision, with lot and block number):

ACREAGE: _____ HOUSE SIZE: _____

NUMBER IN FAMILY: _____

LIVESTOCK TYPE & NUMBER: _____

SPECIAL SERVICE NEEDS OF APPLICANT _____

THIS AGREEMENT is between Mustang Special Utility District, a District organized under the laws of the State of Texas (hereinafter called the District) and _____ (hereinafter called the Applicant and/or Customer).

The District shall sell and deliver water and/or wastewater to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the rules of the District as amended from time to time by the Board of Directors of the District. Upon compliance with the District's Rules, including payment of an Application Fee, the Applicant qualifies as a new applicant or continued Customer as a Transferee and thereby may hereinafter be called a Customer.

The Customer shall pay the District for service hereunder as determined by the District's Rules and upon the terms and conditions set forth therein, a copy of which has been provided in the information packet, for which Customer acknowledges receipt hereof by execution of this Agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the account of any customer not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. At any time service is discontinued, terminated, or suspended, the District shall not re-establish service unless it has a current signed copy of this agreement.

If this Agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project, an Applicant shall pay an Indication of Interest Fee in lieu of an application Fee for the purpose of determining: 1. The number of taps to be considered in the design and 2. The number of potential ratepayers considered in determining the financial feasibility of constructing a new water system or expanding the facilities of an existing water system. The Applicant hereby 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 Rules, shall further qualify as a Customer and the Indication of Interest Fee shall then be converted by the District to a customer Fee. Applicant further agrees to pay, upon becoming a customer, the monthly service charges for such service as prescribed in the District's Rules. 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 assess 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 feasible by the District as a part of this project the Applicant shall be denied customer status in the District and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the District's Rules. For the purpose of this agreement, an Indication of Interest Fee shall be of an amount equal to the District's application fee.

All water shall be metered by meters furnished and installed by the District. The meter and/or wastewater connection is for the sole benefit of the Customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub meter water to any other persons, dwellings, businesses, or property, is strictly prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter at the point to be chosen by the District and shall have access to its equipment that may be upon 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 that may be located on a Customer's property. The Customer shall install at their own expense any necessary service lines from the District's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the District. The District shall also have access to the customer's property for the purpose of inspecting for possible cross-connections and other unauthorized plumbing practices.

The District is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The service Agreement serves as notice to each customer of the plumbing restrictions, which are in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. The following unauthorized practices are prohibited by state regulations:

1. No direct connection between the public drinking water supply 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 assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
2. No cross-connections between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service Agreement must exist for an annual inspection and testing by a certified backflow prevention tester.
3. No connection, which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
4. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
5. No solder or flux, which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

6. No plumbing fixture is installed which is not in compliance with a state approved plumbing code.

The District shall maintain a copy of this Agreement as long as the Customer and/or premise is connected to the public water system. The Customer shall allow his property to be inspected for possible cross-connections and other unauthorized plumbing practices. These inspections shall be conducted during the District's normal business hours.

The District shall notify the Customer in writing of any cross-connection or other unauthorized plumbing practices, which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any unauthorized plumbing practice on their premises. 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 as required. Failure to comply with the terms of this service Agreement shall cause the District to either terminate service or properly install, test, and maintain an appropriate backflow device at the service connection. Any expenses associated with the enforcement of this Agreement shall be billed to the Customer.

In the event the total water supply is insufficient to meet the needs of all of the Customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Rules.

By execution of this Agreement, the Applicant hereby shall comply with the terms of said program.

By the execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customers 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 utility easements for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the District to extend or improve service for existing or future Customers, on such forms as are required by the District.

By execution hereof, the Applicant fully guarantees payment of all rates, fees, and charges due on any account. This guarantee pledges any and all Customer Fees against any balance due the District. Liquidation of any Customer Fee shall authorize discontinuance of service under the terms and conditions of the District's Rules.

By execution hereof, the Applicant agrees that non-compliance with the terms of this Agreement by the Applicant shall constitute denial or discontinuance of service until such time as the violation(s) are corrected to the satisfaction of the District.

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

SIGNED this the ____ day of _____, 2017

Signature of Applicant _____

PLEASE DO NOT WRITE BELOW THIS LINE

Accepted and Approved
Mustang Special Utility District

Signature

Printed Name

Title

EASEMENT AND RIGHT-OF-WAY
(Including Temporary Easement for Construction)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DENTON §

That _____ (“Grantor”), for and in consideration of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration paid to Grantor by Mustang Special Utility District (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, a **twenty foot (20’) permanent easement** and right-of-way (the “Easement”) to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, alter, protect, maintain, replace, upgrade, parallel, add and remove water distribution lines (the pipelines) and appurtenances, and any other facilities necessary to serve Grantor’s property as well as Grantee’s current and future system-wide customers, (collectively, the “Improvements”) under and across _____ acres of land, more particularly depicted and described in **Exhibit A** attached hereto and made a part hereof by reference as if fully set forth herein (the “Easement Property”).

Grantor also grants and conveys unto Grantee a fifty foot (50’) wide temporary construction easement, parallel to and twenty-five feet (25’) on either side of the Easement Property for use in connection with the initial installation of the Improvements by Grantee, within the Easement Property and for the storage of excavation material resulting from such construction (the “Temporary Construction Easement”). The Temporary Construction Easement will expire upon completion of construction and acceptance of the Improvements by Grantee, but in no event later than _____.

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: the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that injure the Improvements.

Grantor, its successors and assigns, may fully use and enjoy the Easement Property, except that such use and enjoyment shall not hinder conflict or interfere with the exercise of Grantee’s rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the Easement Property without Grantee’s written consent; provided further that Grantor, its successors and assigns, may construct, dedicate and maintain over and across the Easement Property such driveways, aerial utility lines and fences as will not interfere with Grantee’s use of

the Easement for the permitted purposes. The installation of subsurface utility lines across the Easement are subject to Mustang's prior written consent.

Grantee shall clean up and remove all trash and debris caused by the installation of the Improvements hereunder or Grantee's use of the Easement Property, and shall repair all damages caused by the installation of the Improvement or Grantee's use of the Easement Property within a reasonable time not to exceed forty-five (45) days following completion and acceptance of the Improvements by Grantee. Grantee shall also restore the surface of the land to a smooth contour following said installation or use of the Easement Property, including the restoration of existing top soil or removal of soils created during construction by Grantee within a reasonable time not to exceed forty-five (45) days completion and acceptance of the Improvements by Grantee. During construction, Grantee shall install such fences, barricades or safety barriers as may be reasonably required to protect the public, livestock or adjacent property.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Improvements referred to herein, and Grantee will maintain the Easement Property in a state of good repair and efficiency so that no damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

TO HAVE AND TO HOLD the Easement and rights appurtenant thereto unto Grantee, its successors and assigns, until the Improvements are declared permanently abandoned by Grantee, in which event the Easement Property and rights appurtenant thereto shall cease and terminate and revert to Grantor.

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Easement and rights appurtenant thereto herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument of conveyance.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this ____ day of _____, 2017.

GRANTOR:

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before on _____, 2017, by _____,
the _____ of _____, on behalf of and with authority of said
entity.

Notary Public, State of Texas

Texas Commission on Environmental Quality
Customer Service Inspection Certificate

Name of PWS:	
PWS ID #:	
Location of Service:	

Reason for Inspection: New construction

 Existing service where contaminant hazards are suspected

 Major renovation or expansion of distribution facilities

I _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:

Compliance	Non-Compliance		
<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	(1)	No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with
<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure- zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention assembly tester.
<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	(4)	No pipe or pipe fitting which contains more than 0.25% lead exists in private water distribution facilities installed on or after January 4, 2014.
<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	(5)	No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines; Lead Copper PVC Other
 Solder; Lead Lead Free Solvent Weld Other

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Remarks:	

Signature of Inspector:		Registration Number:	
Title:		Type of Registration:	
Date:			