

for **PROPERTY BUYER** to complete

Please remove this cover letter before returning the attached form. Thanks!

NORTH COLLIN WATER SUPPLY CORPORATION

A Private, Non-Profit Rural Co-op
Post Office Box 343
Melissa Texas 75454-0343

(NCWSC)

2225 State Highway 121 North
Voice (972) 837-2331
Fax (972) 837-2930

Dear New Member, Buyer or Prospective Member,

Attached is a form which is needed for your NCWSC membership file. Please call us if you have any questions while completing the form.

This **Service Application and Agreement** for a transferred or new meter/membership should be completed by the new property owner/s only. Please read it carefully, completing all pages except the areas marked "For NCWSC or Corporation Use Only." Please attach the documents requested on page 1-of-5, have an adult witness your signature on page 4-of-5 and have your signature notarized on the Easement and Right-of-Way Form. The Easement and Right-of-Way Form **must** be filled out to complete the application or transfer. Your membership certificate cannot be issued until all necessary items are completed, signed and submitted, and approved by NCWSC management and/or Board of Directors. Proof of ownership (copy of signed deed) must be submitted.

WHY SO MUCH PAPERWORK? Because water is a natural resource, water supply corporations (WSC's) are governed by the Texas Commission on Environmental Quality (TCEQ), which requires that we keep certain completed/signed forms in customers' files. Water meters become part of the real estate, and are conveyed with the sale of the service address/assigned property. Thanks for your cooperation with these TCEQ requirements!

Members are responsible for all connections on their side of the meter.

Notarization is free at the NCWSC office, but please call ahead. Applications for new meters must be accompanied by all applicable fees.

SELLERS, please call your final water meter reading to 972/837-2331, and retain the reading until you can verify it on your final statement from NCWSC.

BUYERS, please call your pre-usage water meter reading to 972/837-2331, and retain the reading until you can verify it on your first NCWSC bill.

Thanks very much!

Sincerely,

N C W S C

NORTH COLLIN WATER SUPPLY CORP.
(N C W S C) 2225 HWY 121 N
PO BOX 343, MELISSA, TX 75454-0343
Phone 972/837-2331 Fax 972/837-2930

Page 1 of 5

Acct. No. _____
NEW or TRANSFER

SERVICE APPLICATION AND AGREEMENT

(for new or transferred meter/membership)

Today's Date _____. THIS ENTIRE FORM MUST BE COMPLETED (*printed in ink*)
ONLY BY OWNERS OF THE SERVICE ADDRESS. ALL LAND OWNERS LISTED
ON THE DEED ARE: _____,
CURRENT MAILING ADDRESS _____

FUTURE MAILING ADDRESS _____

First day mail to be received at new address _____

PHONE NUMBERS: Daytime _____

Other _____

DRIVER'S LICENSE #'S OF APPLICANT/S including state abbreviation/s _____

DESCRIPTION OF PROPERTY: 9-1-1 address (and/or subdivision with lot & block #):

If meter is new, how long have you owned the property? _____

Previous property owner's name, etc. _____

Preferred meter location on property _____

Next to whose property/meter? _____

PLEASE ATTACH A MAP OF SERVICE LOCATION REQUEST.

If transferred meter - Closing Date _____ Mtr. Serial # _____ Beginning Mtr. Rdg. _____

Previous meter owner's name, forwarding address & phone _____

PLEASE PROVIDE A COPY OF YOUR SIGNED LAND DEED* FOR THIS METER'S LOCATION
AS SOON AS AVAILABLE, OR ALLOW US TO MAKE A COPY OF YOUR ORIGINAL.

Number of acres _____ Number of residents _____ Number of livestock on prop. _____

Home size in sq. ft. _____ Commercial prop.? _____ Other usage _____

SPECIAL SERVICE NEEDS OF APPLICANT/S, esp. subd. developers _____

Please turn to page 2 now. THANK YOU!

FOR NCWSC USE ONLY: Transfer Rec'd. _____ Proof/Pymt. Att'd. _____ Serial # _____ Date Set _____ Rate
Code _____ Rte.# _____ Seq.# _____ PrPl _____ Other prop.ID _____ Seller's other accts. _____;
Buyer's _____ Outst. Bal. \$ _____ Warr. Deed/Deed of Trust _____ CAD _____ Easement _____ * Appr. _____
CIS _____ F2 _____ F3 _____ F5 _____ Attr.#2 _____ Attr. #10 _____ F6 _____ Mbr. Cert. Date _____ Copy Sent _____

*Some subd. easemts not required.

mtrappl.wps, rev'd 5/7/03

This agreement made this _____ day of _____, 20____, between North Collin Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the corporation) and _____, (hereinafter called the Applicant and/or Member,

Witnesseth:

The Corporation shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, available for inspection at the Corporation's office, 2225 Hwy. 121 North, Melissa, Texas during normal/posted office hours. A copy of this Service Application and Agreement shall be executed before the service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation 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 system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
 1. a new water system or
 2. 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 Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation 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 Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fee.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter connection is for the sole use of the Member or 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 submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purposed connected with or in the furtherance of its business and operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install at their own expense any necessary service lines from the backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall have access to the Member's property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

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

- a. 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 supply system by an airgap 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.
- b. No cross-connection 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 the service connection by the proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply 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 on or after July 1, 1988, at any connection which provides water for human consumption.
- e. 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.
- f. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system, The Member shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to 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 agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By the execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages cause by the service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member shall grant to the Corporation, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, or operation of such pipelines, meter, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members on such forms as are required by the Corporation.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the 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 Corporation.

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 Corporation's tariff

All new owners named on the property deed, and as membership holders, should sign below:

| | | |
|-------------------------------|-------------|-------------------------------|
| _____ | _____ | _____ |
| Membership Applicant/s | Date | ADULT WITNESS REQUIRED |

Realtor/s name/phone/fax: _____

For North Collin Water Supply Corp. use only:

| | |
|------------------------------|-------------|
| _____ | _____ |
| Approved and Accepted | Date |

Please note: As soon as a new or transferred membership is approved by NCWSC, that account is charged a \$12.50 monthly minimum. Before the meter is set, this \$12.50 covers monthly membership fees/meter reservation. After the meter is set, it covers monthly membership fees/the first 1000g. of water used each month. After a membership transfer is completed in the NCWSC office, the new member is responsible for the collection and/or payment of any outstanding balance. Each water meter is assigned to a specific property, therefore must be transferred to the property's new owner. The former owner cannot retain water rights to the property or to the water meter. Each meter must be set on the property to which it is assigned by NCWSC. It cannot be moved to another property and only NCWSC can remove it. Only one residence per meter is allowed. You may review the NCWSC Tariff and Bylaws in the NCWSC office.

***THIS ENTIRE FORM MUST BE COMPLETED & WITNESSED
BY AN ADULT BEFORE IT IS RETURNED TO NCWSC. THANK YOU!***

**NORTH COLLIN WATER SUPPLY CORP.
(N C W S C)**

PO Box 343, Melissa, TX 75454-0343

2225 State Highway 121 North

972/837-2331 Fax 972/837-2930

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

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

§

§

THAT _____ (individually or collectively "Grantor") for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the North Collin Water Supply Corporation (the "Corporation") the receipt of which by Grantor is hereby acknowledged, has granted and conveyed, and does by these presents grant and convey, unto the Corporation, its successors and assigns, an easement and right-of-way to lay, construct, maintain, operate, inspect, repair, replace, change, add and/or remove a utility line or lines with all incidental equipment and appurtenances, in, on, over, through, under and across that _____ acres of land situated in Collin County, Texas, more particularly described in (1) an instrument recorded in Volume _____, Page _____, of the real property records of Collin County, Texas, together with a temporary construction easement, being fifty feet (50') in width parallel to the permanent line easement described herein, to use in connection with the construction of said initial line or lines, said temporary construction easement to expire upon completion of construction and acceptance by Corporation of said line or lines, and the right of ingress and egress over Grantor's adjacent lands for the purpose for which the rights granted herein are mentioned.

The Corporation is hereby authorized to designate the course of the permanent line easement herein conveyed except that when the pipe(s) is installed, the easement herein granted shall be limited to a strip of land fifteen feet (15') in width, the center line thereof being the pipe line as installed.

There is included in this grant the right at any time in the future to lay, construct, maintain, inspect, operate, change, repair, replace, add and/or remove one or more additional lines of pipe approximately parallel with the first pipeline or pipelines laid by the Corporation hereunder.

Grantor acknowledges that the consideration paid by the Corporation is full and final payment for all rights conveyed herein.

Grantor, Grantor's heirs, successors and assigns, may fully use and enjoy said premises encumbered by said easement, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of the Corporation's rights hereunder and no building, structure or reservoir shall be constructed upon, under or across the right-of-way and easement herein granted, without the Corporation's written consent; provided further, Grantor or Grantor's successor or assigns, may construct, dedicate and maintain across said easement and right-of-way such roads, alleys, utility lines or fences as will not interfere with the use by the Corporation of said easement and right-of-way for the purposes aforesaid.

The Corporation may trim and cut down trees and shrubbery in connection with the construction, inspection, operation, maintenance, repair, replacement, change, addition and/or removal of said line or lines, if necessary.

The Corporation shall clean up and remove all trash and debris, repair and replace fences and repair other damages caused by said construction. The Corporation shall, immediately following any construction or any repair, restore the surface to a smooth contour. If any portion of the property subsequently settles, the Corporation shall, within thirty (30) days of having knowledge of the condition, restore, fill in, and smooth the surface of the settled area.

The easement rights and privileges herein granted shall be perpetual, and said rights shall constitute covenants running with the land and shall be binding upon and inure to the benefit of Grantor and the Corporation, respectively, and their respective heirs, successors and assigns. The Corporation's rights hereunder may be assigned in whole or in part to one or more assignees.

TO HAVE AND TO HOLD the above-described easement and right-of-way and rights appurtenant thereto unto the Corporation, its successors and assigns, until said line or lines are declared permanently abandoned by the Corporation, in which event said easement and right-of-way and rights appurtenant thereto shall cease and terminate and revert to Grantor, Grantor's heirs, successors and assigns.

Grantor hereby binds Grantor, Grantor's successor in office and assigns to WARRANT and FOREVER DEFEND said easement and right-of-way and rights appurtenant thereto unto the Corporation, its successors and assigns, against every person whomsoever lawfully 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.

(Name and address of mortgage company, lender and/or lienholder.)

For notarization, call NCWSC office at 972/837-2331.

EXECUTED this _____ day of _____, 20____.

MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC:

GRANTOR:

Owner's Signature

Owner's Signature

Print Name

Print Name

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me by _____
and _____, on _____, 20____.

(seal)

Notary Public, State of Texas

NCWSC Acct. No. _____

Revised 9/12/05. EASEMENT-APPLICATION.doc

AFTER RECORDING RETURN TO: North Collin Water Supply Corp., PO Box 343, Melissa, TX 75454-0343.

PLEASE DO NOT WRITE BELOW THIS LINE. COPY THIS PAGE ON TO AN 8-1/2 X 14 SHEET OF PAPER AND LEAVE A 6" SPACE BELOW THIS LINE FOR FILING PURPOSES.