

**HUDSON WATER SUPPLY CORPORATION**  
**SERVICE APPLICATION**

**Date:** \_\_\_\_\_

**Applicant** \_\_\_\_\_

**Co-Applicant** \_\_\_\_\_

**Billing Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Physical Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Phone** (    ) \_\_\_\_\_

**Work** (    ) \_\_\_\_\_

**Cell** (    ) \_\_\_\_\_

**PROPERTY OWNER** \_\_\_\_\_

**City of Hudson Sewer** \_\_\_\_\_ **Angelina County** \_\_\_\_\_

**Hudson City Limits: Yes** (    )            **No** (    )

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

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 valuable consideration paid by Hudson Water Supply Corporation, (hereinafter called "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 use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across \_\_\_\_\_ acres of land, more particularly described in instrument recorded in Vol.\_\_\_\_,Page\_\_\_\_, Deed Records \_\_\_\_\_ County, Texas, together with the right of ingress and egress over Grantors' 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 pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

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 Grantors' 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:

The easement conveyed herein was obtained or improved through Federal financial assistance. The easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulation 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 \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Applicant/Member signature

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF ANGELINA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledge to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, Texas

Easement made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between HUDSON WATER SUPPLY CORPORATION, a corporation organized under the laws of the State of Texas (hereinafter called the Applicant and/or Member).

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 By-laws and Tariff of the Corporation. Upon compliance with the 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 as determined by the Corporation's Tariff and upon the terms and conditions set forth therein, for which the Member acknowledges 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 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.

All water shall be metered by meters leased from and installed by the Corporation. The meter is for the sole use of the Member and is to provide service to only one (1) dwelling and/or one (1) business. Extension of pipe(s) to transfer service from one property to another, to share, resell, or sub-meter water to any persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and 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 the Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Members property. The Member shall install at their own expense the necessary service line from the Corporation's facilities and equipment to the point of use, including the customer service isolation valves, back flow prevention devices, and any other equipment as may be specified by the Corporation. The corporation shall also have access to the Members 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 Member the plumbing restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health 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 system by an air-gap of 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 air-gap 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 0.25% 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 no 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 are 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 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, have properly installed, tested and maintained any backflow prevention devices as required. 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 terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expense associated with the enforcement of this agreement shall be billed to the Member.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by 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 and operating such pipelines, meters 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 to the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporations tariff.

By execution hereof, The Applicant agrees that noncompliance 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 pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporations tariff.

\_\_\_\_\_  
Applicant/Member Signature

---

*CORPORATION USE ONLY*

*Date of Final Inspection approved* \_\_\_\_\_

*Service Classification* \_\_\_\_\_

*Account#* \_\_\_\_\_ *Rate Code* \_\_\_\_\_ *Route* \_\_\_\_\_ *Sequence* \_\_\_\_\_

*Map number* \_\_\_\_\_