| CORPORATION USE ONLY | LIBERTY CITY WATER SUPPLY CORPORATION SERVICE APPLICATION |
|--|---|
| Date | |
| APPLICANT'S NAME | |
| CO-APPLICANT'S NAME | |
| BILLING ADDRESS: | SERVICE ADDRESS: |
| | |
| | |
| PHONE NO HOME () | WORK () |
| PREVIOUS OWNER'S NAME AND ADDRE | SS: |
| | |
| | |
| ACREAGE HOUSEHOLD S | IZESQ. FT. NO. IN FAMILY |
| NO. OF LIVESTOCK | SPECIAL SERVICE NEEDS OF APPLICANT: |
| | APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUESTED MUST BE MUST BE PROVIDED AT TIME OF APPLICATION. FINAL METER READING TIME OF SERVICE TERMINATION. |
| participate in this program. You are not required to furnish t | ernment in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to his information, but are encouraged to do so. This information will not be used in evaluating your application or to see not to furnish it, we are required to note the race/national origins of individual applicants on the basis of visual |
| WhiteBlackAmerican Indian orHispan Alaskan Native Islander | icAsian or PacificOther MaleFemale |

LIBERTY CITY WATER SUPPLY CORPORATION SERVICE AGREEMENT

| AGREEMENT made this | day of | , 20 | _ between Liberty City |
|---|--------------------|----------------------------|--------------------------|
| Water Supply Corporation, a corporation | n organized under | the laws of the State of T | exas (hereinafter called |
| the Corporation) and | | | |
| thereinafter called the Applicant/Memb | per). Service Loca | tion | |
| WITNESS. | , | | |

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the Bylaws and Tariff of the Corporation (including additional Corporation Policies found in the Tariff Book) 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 and the completed application packet, 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 (including the Corporation's Sewer Policy etc.) and upon the terms and conditions set forth therein, a copy of which is available for inspection at the Corporation office. 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 and completed application packet.

If this agreement is completed for the purpose of assigning utility service as part of a rural domestic water and/or wastewater 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 either
 - (1) a new water and/or wastewater system or
 - (2) expanding the facilities of an existing water and/or wastewater 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 water and/or wastewater charges for such service as prescribed in the Corporation's published rates, fees, and conditions of service. 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 Fee, less expenses, shall be refunded. The Applicant may reapply 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 Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or only one (1) business. A residence owned by a business must have a separate service. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, business and/or property, etc., is prohibited. Wastewater service is **not available** without water service.

All wastewater Applicants agree that nothing shall be disposed of into the Corporation's sanitary sewer system other than normal residential waste. Any Applicant with other than non-residential waste (including excess grease) must comply with the Corporation's Sewer Policy and Grease Trap Policy. These policies are found in the Corporation's Tariff Book as additional sections and must be complied with at all times.

The Corporation shall have the right to locate a water service meter and/or wastewater service and the pipe necessary to connect the meter or tap on the Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operation, 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 Corporation'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 Corporation.

The Corporation's authorized employees shall have access to the Member's property or premises and service lines and plumbing facilities at all reasonable times for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices and to insure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems, as promulgated by the Texas Commission on Environmental Quality or successor agency, applicable plumbing codes, and utility construction standards.

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 (i.e. private well) is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate back flow 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 back flow prevention assembly and a service agreement must exist for annual inspection and testing by a certified back flow 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 JANUARY 4, 2014, 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 JANUARY 4, 2014, at any connection which provides water for human consumption.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water and/or wastewater system. The Member shall allow his property to be inspected for possible cross-connections, potential contamination hazards and illegal lead materials. 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, 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 Tariff. By 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 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 the Corporation. Liquidating 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 two pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

MEMBERSHIP MAY BE SOLD TO LIBERTY CITY WATER SUPPLY CORPORATION ONLY. ALL MEMBERSHIP TRANSFERS MUST BE CONDUCTED THROUGH THE CORPORATION OFFICE WITHOUT COMPENSATION TO THE MEMBER.

| Applicant/Member | ☐ Share(s) \$ ☐ Activation Fee ☐ Connection Fee ☐ Inspection Fee |
|---|--|
| WITNESS | ☐ Gate Valve ☐ Reservice Charges ☐ Water Service ☐ Sewer Service |
| DATE APROVED | ☐ Line Extension ☐ Bore ☐ Other TOTAL \$ |
| THE STATE OF TEXAS I COUNTY OF I | |
| This instrument was acknowledged before me on the day | y of, 20 by |
| | Notary Public |

LIBERTY CITY WATER SUPPLY CORPORATION PLUMBING SERVICE AGREEMENT

- **I. PURPOSE**. The Liberty City Water Supply Corporation is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions, which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the Liberty City Water Supply Corporation will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
- II. RESTRICTIONS. The following unacceptable 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 or an appropriate backflow prevention device.
- 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 installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection, which allows 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 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.
- **III. SERVICE AGREEMENT**. The following are the terms of service agreement between the Liberty City Water Supply Corporation and applicant.
- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
- B. The customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspection shall be conducted during the Water System's normal business hours.
- C. The Water System shall notify the Customer in writing of any cross-connection or other potential contamination hazard, which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.
- **IV. ENFORCEMENT**. If the Customer fails to comply with the terms of the Service Agreement, the Water System 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 agreement shall be billed to the Customer.

HOMEOWNER'S WITH SPRINKLER SYSTEMS

Any irrigation system that is connected to a public water supply must be connected through a commission-approved backflow prevention method.

If you are **connected to LCWSC sewer** a double check valve is required and must be tested prior to being placed in service. The test results must be submitted electronically to VEPO within 10 business days of testing of the backflow prevention device.

If the double check valve is installed below ground:

- 1) test cocks must be plugged, except when device is being tested;
- 2) test cock plugs must be threaded, and water-tight, and made of non-ferrous material;
- 3) a y-type strainer is installed on the inlet side of the double check valve;
- 4) there must be a clearance between any fill material and the bottom of the double check valve to allow space for testing and repair; and
- 5) there must be space on the side of the double check valve to test and repair the double check valve. 30TAC §344.50

If your property is served by an **On-Site Sewage Facility** a reduced pressure principle backflow prevention assemble is required. The device must be tested prior to being placed in service and the test results submitted electronically to VEPO within 10 business days of testing of the backflow prevention device. **Yearly testing is required for this device and the result submitted electronically to VEPO within 10 business days.**

If an irrigation system is designed or installed on a property that is served by an on-site sewage facility then:

- 1) all irrigation piping and valves must meet the separation distances from the On-Site Sewage Facilities system as required for a private water line in §285.91(10);
- 2) any connection using a private or public water source must be connected to the water source through a reduced pressure principle backflow prevention device as defined in \$344.50.
- 3) any water from the irrigation system that is applied to the surface of area utilized by the On-Site Sewage Facility system must be controlled on a separate irrigation zone or zones so as to allow complete control of any irrigation to that area so that there will not be excess water that would prevent the On-Site Sewage Facilities system from operation effectively.

 30 TAC §344.51

| not be excess water that would prevent the On-Site Sewage Facilities system f | rom operation effectively. |
|---|----------------------------|
| 30 TAC §344.51 | |
| · · | |
| | |
| Member | Date |

CUSTOMER INFORMATION SHEET

- 1. Office hours are Monday Friday, 8:00 AM 12:00 Noon and 1:00 PM 4:30 PM. If you need to contact us about a water leak or some other emergency situation after hours you may dial our office number and leave a message including your name and telephone number on the voice mail. For any calls related to billing or disconnection please contact our office during our regular office hours. Emergency repairs cannot be interrupted to respond to calls.
- 2. The following items must be satisfied before membership can be granted:
 - a. Corporation service agreement and application fully completed and signed by the property owner.
 - b. Right of way Easement Form completed and signed by property owner(s).
- c. The property owner shall provide proof of ownership (filed copy) to the property for which service has been requested.
 - d. All applicable fees must be paid to the Corporation prior to installation of service.
 - e. All inspections must be completed and validated (i.e. customer service and sewage disposal facilities).
- f. Some service installations, re-serviced accounts, transferred accounts and other required services may have been retrofitted with a dual check valve to ensure that contaminants from the member's side cannot backflow into the system. The installation of a dual check valve creates a closed system. All hot water heaters must have a working pressure relief valve (pop-off valve) or a thermal expansion tank to guard against damage from high pressure created by thermal expansion. LCWSC recommends that you contact a plumbing professional if you do not know the maintenance requirements of your hot water tank..
 - g. Additional requirements deemed necessary by the Corporation to provide water/wastewater service.

Customer service is considered temporary until all conditions of service have been completed. Any service location where the customer fails to meet all conditions of service, within the time allowed, will be subject to disconnect.

- 3. To keep membership in good standing a minimum monthly charge or a minimum inactive service fee must be paid to the Corporation whether or not water is used.
- 4. Any Member renting or leasing property to other parties is responsible for all charges due to the Corporation in the event the renter leaves the Corporation with any unpaid bills or damages any Corporation equipment..
- 5. All bills are due upon receipt and are past due after the 15th. A \$5.00 or 5%, which ever is larger, late fee will be applied without exception to all bills paid after the 15th. Payments must be received in the Corporation office by 4:30 PM on the 15th. Payments (with stub) are accepted at the 1st National Bank of Hughes Spring if they are made before 2:30 p.m. on the 15th of the month. You may also pay by phone by calling (903)845-8400 on online by going to our website www.LibertyCityWSC.com. Past due accounts will be subject to disconnect after the 20th of the month.
- 6. If service is **disconnected there will be a \$35.00 trip fee and a \$35.00 reconnect fee** plus payment of the account in cash or money order before service is reconnected.
- 7. Returned checks or automatic drafts will be accessed a \$35.00 fee for the first return and a \$50.00 fee for each addition return in a twelve month period. Service will be disconnected if check or automatic draft is not picked up within ten (10) days from date of notification letter. Payment must be made with cash or money order. Subsequent returned checks or automatic drafts will result in payment by cash only.
- 8. The Member shall be responsible for and allow inspection by the Corporation's licensed operator to ensure compliance with all utility, local and state codes, requirements and regulations concerning on site service and plumbing facilities. The meter must be placed on the member's property and the Member shall provide access to the meter at all times for the purpose of reading, installing, checking, repairing or replacing the meter. The Member shall provide a key to the Corporation for locked gates.
- 9. The use of pipe and pipe fittings that contain more than 0.25% lead or solder and flux that contains more than 0.2% lead is prohibited for any plumbing installation or repair. Customer service pipelines shall be a minimum of SDR-26 PVC pipe. All pipe to convey sewer from its source must be D-3034,SDR-35 or equivalent 4" diameter pipe. No DWV (drain waste and vent) pipe or fitting will be allowed. All joints must be water tight and pipe must be installed to recommended grade. A double clean out is required at the property line and is recommended at the house. Corporation responsibility begins at the main line.
- 10. The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter.
- 11. The meter and/or wastewater connection is for the sole use of the member or customer and is to provide service for **only one** (1) **dwelling or one** (1) **business.** A residence owned by a business must have a separate service. Extension of pipe or pipes to transfer utility service from one property to another, to share, resell or submeter water to any other persons, dwellings, business and/or property, etc. is **prohibited**.
- 12. Fire hydrants installed within the Corporation's water distribution system are provided at the convenience of the Corporation and do not imply any responsibility on the part of the Corporation to meet fire flow requirements of local, county, state or federal governmental agencies. Fire hydrants paid for by individuals and donated to the Corporation for county volunteer fire department use shall remain in place for such use as "refill only" of fire trucks. Representation by homeowners, insurance companies, real estate agencies, or any other individuals that Liberty City Water Supply Corporation maintains fire flow capabilities to suppress fire at any level is misleading and inaccurate.

| any level is misleading and inaccurate | | | |
|---|--|--|--|
| I have read the information printed on this sheet and accept the requirements and stipulations noted therein. | | | |
| Signature | | | |
| Signature | | | |

LIBERTY CITY WATER SUPPLY CORPORATION

DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS

Chapter 182, Subchapter B of the Texas Utilities Code makes confidential a water utility customer's address, telephone number, account records, and social security number, and information relating to the volume or units of utility usage or the amounts billed to or collected from the individual for utility usage.

However, utility customers may elect to authorize disclosure of this information by completing the form at the bottom of this page and returning it to:

Liberty City Water Supply Corporation 6144 Gateway Ctr. # 349 Kilgore, TX 75662

Customers may rescind a request for disclosure by submitting a written request to the address above. Your response is not necessary if you wish for your information to remain confidential.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS. Regardless of the confidentiality provision in Utilities Code Sec. 182.052, we must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

See Texas Public Information Act, Government Code Sec. 552.147, for limitations on disclosure of Social Security numbers.

Detach and Return This Section

I authorize Liberty City Water Supply Corporation to disclose my personal information, including my address, telephone number, usage and billing records, and social security number if Liberty City Water Supply Corporation receives a written request for that information.

| Name of Account Holder | Account Number |
|------------------------|----------------------------|
| Address | Area Code/Telephone Number |
| City, State, Zip Code | Signature |

LIBERTY CITY WATER SUPPLY CORPORATION 6144 GATEWAY CENTER #349 KILGORE, TEXAS 75662 903-984-9593 903-983-2452 FAX

MEMBER NOTIFICATION/VALVE TURN OFF REQUEST

| MEMBI | ER | PHONE | |
|---------------|---|-------------------|--|
| ACCOU | UNT #(s) | FAX | |
| | ember, requests that the Corporation notify the ponal opinion, there is a leak or problem on my s | | ow OR turn off meter service if, in the Corporation's I AM NOT AVAILABLE. |
| In case of | of emergency contact: | | |
| A. | Name | Phone | |
| В. | Name | Phone _ | |
| C. | Name | Phone | |
| YES other typ | I hereby authorize Liberty City Water Supply be of emergency on my property. | Corporation perso | nnel to TURN OFF METER VALVE in case of a leak or |
| that the | | on my property. I | or liability to look for any leaks occurring on my property and also understand that the Corporation is under no liability nor eter valve. |
| Member | | Date | |

WATER AND SEWER LINE EASEMENT

THE STATE OF TEXAS COUNTY OF GREGG

| Pageof the Property Deed Records of Gregg Cour Grantor's adjacent lands for the purpose for which the above-mention shall not exceed 40 feet in width, and the Corporation is hereby author except that when the pipeline(s) is installed, the easement herein grant thereof being the pipeline(s) as installed. Corporation shall have such other rights and benefits neces herein granted, including without limitation, (1) reasonable right of incontiguous to the easement; (2) the reasonable right from time to tim that may injure Corporation's facilities and appurtenances or interfer protection, repair, alteration, testing replacement, upgrading, relocati to abandon in place any and all water supply and/or sewer distribution have no obligation or liability to Grantor, or their successors or assignand (4) the right to prevent the construction, for a distance of one hall where said water and/or sewer line(s) is laid of any building, structure efficiency, safety or convenient operation of said water and/or sewer obstructions are constructed by the Grantor, as above mentioned, with the right to remove same from such space. The Grantor shall hold the any concrete pavement, landscaping or other structures or facilities as appurtenances. In the event the easement hereby granted abuts on a public | rereby grant, bargain, sell, transfer and convey to the Corporation, its successors and assigns, a perpetual reafter access and use, operate, inspect, repair, mainton lines and appurtenances way over and across of Gregg County, Texas and applied to the new formulation of the construction of the construction easement or ized to designate the course of the easement here and shall be limited to a strip of land 20 feet in with the construction easement for the full enjoyment and angress and egress over and across lands owned by the to remove any and all paving, undergrowth and the with the construction, maintenance, inspection, of the with the construction, maintenance, inspection, of the with the construction, maintenances, such that Construction and associated appurtenances, such that Constructions are any such abandoned lines of the width of the easement on each side of the actives or other obstructions which may endanger or in line(s) and its appurtenances. If such buildings, such out written consent of the Corporation, the Corporation harmless for repair, operating and/ossociated with repairs to the water and/or sewer more and and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or state hereafter widens or read and the county or | I easement and intain, replace, Grantor's land in _acres of land, Volume egress over thereby granted ein conveyed idth, the center line use of the rights Grantor which are other obstructions operation, reof; (3) the rights or appurtenances; that center of a terfere with the tructures or other oration shall have or replacement to tains and/or elocates the public |
|--|---|---|
| road so as to require the relocation of this water and/or sewer line(s) easement over and across the land described above for the purpose of | f laterally relocating said water and/or sewer line(s | s) as may be |
| necessary to clear the road improvements, which easement hereby graine thereof being the pipeline as relocated. The consideration recited herein shall constitute payment in installation of the structures referred to herein and the Corporation with the no unreasonable damages will result from its use to Grantor's proshall constitute a covenant running with the land for the benefit of the covenant that they are the owners of the above described lands and the following: | n full for all damages sustained by Grantors by rearill maintain such easement in a state of good repairemises. This Agreement together with other provide Corporation, its successors and assigns forever. | ason of the ir and efficiency so isions of this grant The Grantors |
| Grantor does hereby bind itself, its successors and assigns, easement herein granted to Corporation, or Corporation's successors the same or any part thereof. | | |
| The right is reserved to Grantor to use the land over which not include any use of which might interfere with the exercise by the WHEREOF the said Grantors have executed this instrument this | Corporation of the rights hereby granted. IN WIT | |
| | | |
| THE STATE OF TEXAS COUNTY OF GREGG | | |
| BEFORE ME, the undersigned, a Notary Public in and for | said County and State, on this day personally known to me or proved to m | ne on the basis of |
| satisfactory evidence to be the person(s) whose name(s) is (are) subset (she) (they) executed the same for the purposes and consideration the GIVEN UNDER my hand and seal of office this details | cribed to the foregoing instrument, and acknowled erein expressed. | lged to me that he |
| | | |
| | Notary Public | |

NOTICE TO HOMEOWNERS AND PLUMBERS

LIBERTY CITY WATER SUPPLY CORPORATION hereby notifies all plumbers and homeowners that all water utilities in the State of Texas must comply with the rules and regulations of the Texas Commission on Environmental Quality concerning construction and renovation of and additions and modifications to private plumbing facilities.

Liberty City Water Supply Corporation has adopted a Plumbing Policy as the prevailing guide for plumbing facility construction and modification standards, particularly regarding the prohibition of the use of lead solder and fittings and the prohibition of cross-connections within the plumbing system. By execution of this document, the homeowner and plumber certifies that all plumbing meets, to the best of their knowledge, the following conditions on the date executed below:

- 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 Commission regulations.
- 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.
- 3. No connection exists which would allow the return of water used for condensing, cooling, or industrial processes back to the public water supply.
- 4. No pipe or pipe fittings which contain more than 0.25% lead exists in the private water distribution facilities installed on or after January 4, 2014.
- 5. No solder or flux which contains more than 0.2% lead exists in the private water distribution facilities installed on or after July 1, 1988.

This document will be retained as a part of the utility's permanent files along with all plumbing inspection documents. By execution hereof, I certify that the foregoing is true and correct and that I am legally responsible for the validity of the information I have provided.

| (Signature of Homeowner) | Date |
|--------------------------|--------------------------|
| (Signature of Plumber) | Date |
| (Plumber's Printed Name) | Plumber's License Number |

LIBERTY CITY WATER SUPPLY CORPORATION 6144 GATEWAY #349 KILGORE, TEXAS 75662 903-984-9593 - OFFICE 903-983-2452 - FAX

In order to better serve our customers and assist Gregg County Health Department in insuring proper septic and waste water control please complete and sign (signature of authorized representative for Gregg County Health Department) for return to our office. The purpose of this form is to document that the person named on the form has made contact with Gregg County concerning wastewater disposal.

| DATE: | | |
|------------|---------------------------|--|
| NAME: | | |
| MAILING | G ADDRESS: | |
| - | - | |
| = | | |
| PHYSICA | AL LOCATION: | |
| - | | |
| - | | |
| - | | |
| | | |
| | | |
| Signature/ | Authorized Representative | |