

NON-STANDARD SERVICE CONTRACT

THE STATE OF TEXAS
COUNTY OF HARRISON

THIS CONTRACT is made and entered into by and between _____, hereinafter referred to as "**Developer**", and Gum Springs Water Supply Corporation, hereinafter referred to as "**WSC**" or "**Corporation**".

Harrison County, Texas, more particularly known as the _____ subdivision, according to the plat thereof recorded at Document No. _____ or Vol. _____, Page _____ of the Plat Records of Harrison County, Texas, said land being hereinafter referred to as "**the Property**"; and,

WHEREAS, WSC owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and,

WHEREAS, Developer has requested WSC to provide such water service to the Property through an extension of WSC's water system, such extension being hereinafter referred to as "the Water System Extension"; NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Developer and WSC agree and contract as follows:

1. **Engineering and Design of the Water System Extension.**

- (a) The Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the WSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by WSC's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by the WSC's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".

The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development of the provided to WSC by the Developer. WSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of the WSC, subject to the obligation to reimburse the Developer for any such oversizing as provided below.

2. **Required Sites, Easements or Rights-of-Way.**

- (a) Developer shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which are necessary for the construction or operation of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way.
- (b) Any easements acquired by the Developer shall be in a form approved by the WSC (see Form of Easement, attached to this Contract and made a part hereof) and shall be assigned to WSC upon proper completion of the construction of the

December 10, 2021

Water System Extension.

- (c) The validity of the legal instruments by which the Developer acquires any such easements and by which Developer assigns such easements to WSC must be approved by WSC's attorney.

3. **Construction of the Water System Extension**

- (a) Developer shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of the WSC. WSC may reject any bid.

- (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. WSC shall have the right to inspect all phases of the construction of the Water System Extension. Developer must give written notice to WSC of the date on which construction is scheduled to begin so that WSC may assign an inspector. WSC may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

4. **Dedication of Water System Extension to WSC.**

- (a) Upon proper completion of construction of the Water System Extension and final inspection thereof by WSC, the Water System Extension shall be dedicated to the WSC by an appropriate legal instrument approved by WSC's Attorney. The Water System Extension shall thereafter be owned and maintained by WSC subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Water System Extension shall be made by the WSC.
- (b) Upon dedication of the Water System Extension, Applicant shall warrant materials and performance of the Water System Extension constructed by Applicant for ____ months following the date of dedication.

5. **Cost of the Water System Extension.**

- (a) Developer shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including, without limitation, the cost of the following:
 - (1) engineering and design;
 - (2) easement or right -of-way acquisition;
 - (3) construction;
 - (4) inspection;
 - (5) attorneys' fees; and
 - (6) governmental or regulatory approvals required to lawfully provide service.
 - (7) Developer shall indemnify WSC and hold WSC harmless from all of the foregoing costs.
- (a) Provided, however, nothing herein shall be construed as obligating the Developer to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by WSC.

- (b) If WSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of WSC, WSC shall reimburse Developer for the additional costs of construction attributable to the oversizing, as determined by the WSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to WSC.
6. **Service From the Water System Extension.**
- (a) After proper completion and dedication of the Water System Extension to WSC, WSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of WSC and the payment of the following:
- (1) All standard rates, fees and charges as reflected in WSC's approved tariff;
 - (2) Any applicable impact fee adopted by WSC;
 - (3) Any applicable reserved service charge adopted by WSC.
- (b) It is understood and agreed by the parties that the obligation of WSC to provide water service in the manner contemplated by this Contract is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
- (c) Unless the prior approval of WSC is obtained, the Developer shall not:
- (1) construct or install additional water lines or facilities to service areas outside the Property;
 - (2) add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
 - (3) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. **Effect of Force Majeure.**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Contract, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability's of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due

diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

8. **Notices.**

Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the WSC shall be addressed:

Any notice mailed to Applicant shall be addressed:

Either party may change the address for notice to it by giving **written** notice of such change in accordance with the provisions of this paragraph

9. **Breach of Contract and Remedies.**

- (a) If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with a notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not cure the breach within the sixty (60) days, the non-breaching party, below, shall have all rights at law and in equity including the right to enforce specific performance of this Contract by the breaching party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.
- (b) In the event of termination of this Contract by a non-breaching party, such action shall not affect any previous conveyance.
- (c) The rights and remedies of the parties provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law

and under this Contract.

10. **Third Parties.**

It is the express intention of the parties that the terms and conditions of this Contract may be enforced by either party but not by any third party or alleged third-party beneficiary.

11. **Captions.**

Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Contract, the text shall control.

12. **Context.**

Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

13. **Mediation. [Optional]**

Prior to the institution of legal action by either party related to any dispute arising under this Contract, said dispute shall be referred to mediation by an independent mediator mutually agreed upon by both parties. The cost of the mediator shall be shared equally by both parties.

14. **Litigation Expenses.**

Either party to this Contract who is the prevailing party in any legal proceeding against the other party, brought in relation to this Contract, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

15. **Intent.**

The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Contract.

16. **Multiple Originals.**

This Contract may be executed in multiple originals, any copy of which shall be considered to be an original.

17. **Authority.**

The signatories hereto represent and affirm that they are authorized to execute this Contract on behalf of the respective parties hereto.

18. **Severability.**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph,

section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

19. **Entire Agreement.**

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

20. **Amendment.**

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the WSC and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

21. **Governing Law.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Harrison County, Texas.

22. **Venue.**

Any action at law or in equity brought to enforce or interpret any provision of this Contract shall be brought in a state court of competent jurisdiction with venue in Harrison County, Texas.

23. **Successors and Assigns.**

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

24. **Assignability.**

The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of the WSC.

25. **Effective Date.**

This Agreement shall be effective from and after the date of due execution by all parties.

By signing this service contract, it is to my knowledge that Gum Springs Water Supply Corporation has up to ninety (90) days to inform me the cost of new development.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

Gum Springs Water Supply Corporation

DEVELOPER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**GUM SPRINGS WATER SUPPLY CORP
MY NON-STANDARD PACKET**

1. \$2,000.00 (CASH, CHECK OR MONEY ORDER) PAID TO GSWSC FOR ENGINEER STUDY. MUST BE PAID WHEN PAPERWORK IS TURNED INTO OFFICE.
2. REQUIRED FILED WARRANTY DEED FROM HARRISON COUNTY CLERK THAT IS POSTED FOR PUBLIC RECORDS.
3. PLAT OF LAND INCLUDING FUTURE DEVELOPMENT PLANS
4. THE ENGINEER STUDY IS NEEDED TO DETERMINE THE IMPACT ON GSWSC'S WATER SYSTEM AND CURRENT CUSTOMERS.
5. INFORMATION INCLUDED IN THE ENGINEER STUDY: ESTIMATED CONTRACTOR COSTS, LINE EXTENSIONS COSTS, LABOR COSTS, BORE COSTS, PERMIT COSTS, ETC.
6. DEVELOPER IS RESPONSIBLE FOR OTHER FEES NOT INCLUDED IN THE \$2,000.00 ENGINEER STUDY. THE FEES INCLUDE THE FOLLOWING:
 - a. \$26.00 EASEMENT FILING FEE
 - b. \$100.00 MEMBERSHIP
 - c. \$1,000.00 EQUITY BUY-IN for 5/8 x 3/4 (FOR EACH LOT)
 - d. \$50.00 APPLICATION
 - e. ANY AND ALL COSTS RELATED TO LINE EXTENSIONS, IMPROVEMENTS, LABOR AND OTHER COSTS AFFILITATED TO THE PROJECT

BY SIGNING THIS, I ACKNOWLEDGE THAT I UNDERSTAND THE INFORMATION ABOVE AND THAT IT WAS EXPLAINED BY THE EMPLOYEE BELOW.

FROM _____

(GUM SPRINGS EMPLOYEE)

ACKNOWLEDGEMENT SIGNATURE

DATE

(FILL OUT BLUE INK ONLY)

**GUM SPRINGS WATER SUPPLY CORP.
SERVICE APPLICATION AND AGREEMENT**

CORPORATION USE ONLY

Date Approved: _____
Service Classification: _____
Cost: _____
Work Order Number: _____
Eng. Update: _____
Account Number: _____
Service Inspection Date: _____
Easement on file: _____

Please Print: DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

BILLING ADDRESS: _____ SERVICE ADDRESS: _____

PHONE NUMBER - Home (_____) _____ - _____ Work (_____) _____ - _____

EMAIL: _____ EMAIL BILL: YES [] NO [] BANK DRAFT: YES [] NO []

PROOF OF OWNERSHIP PROVIDED BY _____

TITLE COMPANY USED FOR CLOSING _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS

ACREAGE _____ HOUSEHOLD SQUARE FT: _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

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.

White, Not of Hispanic Origin Black, Not of Hispanic Origin American Indian or Alaskan Native Hispanic Asian or Pacific Islander Other (Specify) Male Female

AGREEMENT made this _____ day of _____, _____, between

Gum Springs 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),

Witnessed:

The Corporation shall sell and deliver water and/or wastewater 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, a copy of which has been provided as an information packet, for which Member 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 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 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
 - 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 Fees.

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 the meter on the Member's property at a point to be chosen by the Corporation, and shall have access property and equipment located upon 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 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 shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the corporation's tariff and service policies.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer of the 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 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 airgap or an appropriate backflow prevention assembly in accordance with state regulations.
- 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. Plumbing installed after January 4, 2014 bears the expected labeling indicating <0.25% lead content. If not properly labeled, please provide written comment.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing on or after July 1, 1988, 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 system. The Member shall allow their 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 practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at their 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 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 Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system wide service for existing or future members.

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. 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.

Applicants understand by signing this application Gum Springs Water Supply Corporation conducts business with landowners only. If this is a rental property, the landowner is responsible for all current and past due bills and/or damages if renter leaves owing a debt to Gum Springs WSC.

Members are to make meter boxes accessible to the Corporation's personnel. Members MAY NOT obstruct access to the meter box with plants, shrubs, trees, concrete, fences etc. There must be a 6ft clearance to the meter box. If the meter box is obstructed by a fence, the member must move the fence at least 6ft to provide unobstructed access. The Corporation has the right to pull the meter, without notice, until the obstruction has been cleared and the Corporation's personnel can access the meter box.

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 five pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Witnessed

Applicant Member

Approved and Accepted

Date Approved by Corporation

GUM SPRINGS WATER SUPPLY CORPORATION
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 Gum Springs Water Supply Corp., (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 access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantors' property as well as the Grantee's current and future system-wide customers, under, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, or Document No. _____ Harrison 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, paralleling, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply 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 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 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 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 land and that said lands are free and clear of all encumbrances and liens except the following:

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.

This easement is subject to the provisions of the 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 _____, 20____.

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HARRISON.

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 acknowledged 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 THE _____ day of _____, 20____.

(Seal)

Harrison County, Texas.
(Notary Public in and for)

GUM SPRINGS WATER SUPPLY CORP

MY NEW MEMBER PACKET

1. BILLS RECEIVED BY THE 1ST OF THE MONTH OR CALL.
2. PAYMENTS DUE BY THE 10TH OF EACH MONTH.
3. LATE FEES ADDED ON OR AROUND THE 11TH OF EACH MONTH.
4. SECOND/LATE BILL ON OR AROUND THE 11TH.
5. CUT OFFS 7 DAYS AFTER LATE BILLS.
6. METER READING ARE MID MONTH (15-18).
7. BILLS MAILED OUT ON OR AROUND 23RD.
8. DISCUSS PAYMENT PROCEDURES.
9. BANK DRAFTS ARE PULLED ON OR AROUND THE 10TH OF EVERY MONTH.
10. IF OUT OF STATE ID MUST PROVIDE VALID COPY OF A TEXAS ID/DRIVER LICENSE WITHIN 30 DAYS.
11. REQUIRED FILED WARRANTY DEED FROM HARRISON COUNTY CLERK THAT IS POSTED FOR PUBLIC RECORDS. GUM SPRINGS WATER SUPPLY GIVES YOU 60 DAYS TO BRING THIS INFORMATION BACK TO THEM. ON THE 61ST DAY GUM SPRINGS WATER SUPPLY WILL DISCONNECT YOUR SERVICE UNTIL YOU BRING IN YOUR FILED DEED FROM HARRISON COUNTY COURTHOUSE.
12. EASEMENT.
13. RATE SHEET.
14. IS PROPERTY A RENTAL? IF YES FILL OUT AND EXPLAIN ALTERNATE BILLING AGREEMENT FOR RENTERS
15. GSWSC ONLY CONDUCTS BUSINESS WITH LANDOWNERS. LANDOWNERS ARE RESPONSIBLE FOR ALL DEBTS OWNED, INCLUDING DEBT LEFT BY A RENTER.

BY SIGNING THIS, I ACKNOWLEDGE THAT I RECEIVED THE INFORMATION ABOVE AND THAT IT WAS EXPLAINED BY THE EMPLOYEE BELOW.

FROM _____ (GUM SPRINGS EMPLOYEE)

ACKNOWLEDGEMENT SIGNATURE

DATE

GUM SPRINGS WATER SUPPLY CORPORATION

Effective January, 1, 2022

SERVICE BASE RATES

METER SIZE	MONTHLY RATE
5/8' X 3/4"	\$26.00
1"	\$65.00
1 1/2"	\$130.00
2"	\$208.00
3"	\$416.00
6"	\$1,625.00

WATER USAGE RATES

Gallons charge – In addition to the Service Base Rate, a gallon usage charge shall be added at the following rates for usage during any one (1) billing period. The rates below are for 5/8"x3/4" meter only.

Water:

- \$2.50 per 1,000 gallons for any usage over 0 gallons to 2,000 gallons
- \$4.00 per 1,000 gallons for any usage over 2,001 gallons to 6,000 gallons
- \$4.50 per 1,000 gallons for any usage over 6,001 gallons to 10,000 gallons
- \$5.00 per 1,000 gallons for any usage over 10,001 gallons to 20,000 gallons
- \$5.50 per 1,000 gallons for any usage over 20,001 gallons to 30,000 gallons
- \$6.25 per 1,000 gallons for any usage over 30,001 gallons to 40,000 gallons
- \$7.00 per 1,000 gallons for any usage over 40,001 gallons to 50,000 gallons
- \$7.75 per 1,000 gallons for any usage over 50,001 gallons and up

MONTHLY SERVICE FEES

Late Charge – 10% of bill

OTHER FEES

- After Hours Fees - \$100.00
- Data Log - \$50.00
- History Report Fee \$5.00
- Membership Fee - \$100.00
- Meter Test Fee - \$50.00
- Reconnect Fee - \$100.00
- Return Check Fee - \$50.00
- Service Trip Fee - \$25.00
- Damaged meter box and lid \$35.00
- Other Equipment Damage Fee – Depends on type of damage caused

Signature _____ Date _____

GUM SPRINGS WATER SUPPLY CORPORATION

P.O. BOX 750
HALLSVILLE, TEXAS 75650
(903) 660-3420
FAX: (903) 668-1088

*A non-profit cooperative
corporation organized
under the laws of the
State of Texas
Chartered March 25, 1966*



Dear Customer,

We are pleased to welcome you as a member to Gum Springs Water Supply Corporation!

Water meters are read on or around the 15th of the month and bills are mailed to customers on or around the 23rd of the month.

Payments are due by the 10th of each month. After the 10th, unpaid bills are charged a 10% penalty on current charges only. On or around the 11th of each month, a past due water bill will be mailed. This bill gives you seven additional days to pay. If it is not paid at that time, your water meter will be locked and a \$100.00 reconnect fee will be charged. In addition to your past due water bill, you must pay the reconnect fee in cash to have your meter turned back on.

We offer the following methods of payment:

1. You may have your bill **automatically drafted** through Gum Springs WSC from your financial institution. To set this up please stop by Gum Springs WSC.
2. You can pay **online with credit/debit card** via our website at gswsc.com. Select the green bar at the right of page that says "Bill Payment". It will direct you to another green bar that says "Pay Your Bill Now". That will take you to where you can register and begin paying your bill online.
3. You can **mail** your payment to the above mailing address.
4. You can stop by our **office with cash, check or money order** located at 714 Mt. Pleasant Road (CR 3505), north of Highway 80 between Longview and Hallsville.
5. If after-hours/holidays please use the **drop box** by our drive thru window located at our office mentioned above.
6. GSWSC only conducts business with landowners. Landowners are responsible for all debts owed, including debt left by a renter.

If you do not receive your water bill by the first of the month, please contact our office so we can let you know the amount of your bill. Also, should there be a change in address please let us know so service will not be interrupted.

Attached to this letter, please find a copy of our basic rates. We look forward to doing business with you.

Sincerely,
The Board of Directors
Gum Springs Water Supply Corp.

GUM SPRINGS WATER SUPPLY CORPORATION

Effective January, 1, 2022

SERVICE BASE RATES

METER SIZE	MONTHLY RATE
5/8" X 3/4"	\$26.00
1"	\$65.00
1 1/2"	\$130.00
2"	\$208.00
3"	\$416.00
6"	\$1625.00

WATER USAGE RATES

Gallons charge – In addition to the Service Base Rate, a gallon usage charge shall be added at the following rates for usage during any one (1) billing period. The rates below are for 5/8"x3/4" meter only.

Water:

- \$2.50 per 1,000 gallons for any usage over 0 gallons to 2,000 gallons
- \$4.00 per 1,000 gallons for any usage over 2,001 gallons to 6,000 gallons
- \$4.50 per 1,000 gallons for any usage over 6,001 gallons to 10,000 gallons
- \$5.00 per 1,000 gallons for any usage over 10,001 gallons to 20,000 gallons
- \$5.50 per 1,000 gallons for any usage over 20,001 gallons to 30,000 gallons
- \$6.25 per 1,000 gallons for any usage over 30,001 gallons to 40,000 gallons
- \$7.00 per 1,000 gallons for any usage over 40,001 gallons to 50,000 gallons
- \$7.75 per 1,000 gallons for any usage over 50,001 gallons and up

MONTHLY SERVICE FEES

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- Reconnect Fee - \$100.00
- Return Check Fee - \$50.00
- Service Trip Fee - \$25.00
- Damaged meter box and lid \$35.00
- Other Equipment Damage Fee – Depends on type of damage caused

There is a monthly minimum of the monthly rate plus TCEQ fees even when meter is not being used.

