

BOIS D' ARC MUNICIPAL UTILITY DISTRICT
14101 E FM 1396 PHONE: 903-378-7361
HONEY GROVE, TX 75446 WEBSITE: www.boisdarc mud.com
EMAIL: Melinda@boisdarc mud.com

STANDARD SERVICE APPLICATION AND AGREEMENT CONTENTS:

APPLICANTS MUST COMPLETE ALL OF THE FOLLOWING CHECKED ATTACHMENTS:

- ☐ STANDARD SERVICE APPLICATION AND AGREEMENT, AND CURRENT RATES
- ☐ ATTACHMENT A - ACCOUNT TRANSFER AUTHORIZATION
- ☐ *ATTACHMENT B - RIGHT OF WAY (ROW) EASEMENT
- ☐ ATTACHMENT C - BID FOR SERVICE REQUEST
- ☐ ATTACHMENT D - TCEQ REGULATORY GUIDANCE
- ☐ ATTACHMENT E - CUSTOMER BANK DRAFT AUTHORIZATION (*OPTIONAL*)
- ☐ ATTACHMENT F - VFD DONATION (*OPTIONAL*)

*** A ROW EASEMENT IS REQUIRED (THE EASEMENT MUST BE SIGNED BY ALL LANDOWNERS AND NOTARIZED BEFORE SERVICE CAN BE ACTIVATED.)**

ALL REQUESTS, INCLUDING TRANSFERS, METER SETS, AND /OR LINE EXTENSIONS WILL OCCUR ONLY AFTER ALL CONTENTS OF THE APPLICATION, AGREEMENT, AND REQUIRED ATTACHMENTS HAVE BEEN COMPLETED AND RECEIVED IN OUR OFFICE WITH A FILED COPY OF YOUR WARRANTY DEED AND FULL PAYMENT.

WE HIGHLY RECOMMEND YOU SUBSCRIBE FOR EMAIL OR TEXT NOTIFICATIONS OF WATER OUTAGES. THIS IS JUST ANOTHER WAY WE ARE WORKING BETTER TO SERVE OUR CUSTOMERS.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL OUR OFFICE: 903-378-7361.

PLEASE LET US KNOW IF YOU WOULD LIKE THE FOLLOWING ADDITIONAL INFORMATION:

- ☐ ATTACHMENT G - HOW TO OBTAIN A 911 ADDRESS
- ☐ ATTACHMENT H - 811 CALL BEFORE YOU DIG
- ☐ ATTACHMENT I - PLUMBER'S CERTIFICATION FOR NEW CONSTRUCTION

BOIS D' ARC MUNICIPAL UTILITY DISTRICT, STANDARD SERVICE APPLICATION

PLEASE PRINT APPLICATION DATE _____ DATE SERVICE NEEDED _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

STREET _____

STREET _____

CITY _____ STATE _____

CITY _____ STATE _____

ZIP CODE _____

ZIP CODE _____

PHONE NUMBER - HOME (____) _____ - _____ WORK (____) _____ - _____

CELL (____) _____ - _____ EMERGENCY CONTACT (____) _____ - _____

EMAIL ADDRESS: _____

**A COMPLETED AND FILED COPY OF THE WARRANTY DEED MUST BE ATTACHED TO
PROVIDE PROOF OF OWNERSHIP. RENTERS MUST PROVIDE COPY OF LEASE OR
WRITTEN CONFIRMATION BY OWNER.**

911 PHYSICAL ADDRESS (THIS IS THE SERVICE LOCATION.)

STREET NUMBER _____ CITY _____ ZIP CODE _____

PREVIOUS OWNERS AND, OR RENTERS NAME AND ADDRESS (IF TRANSFERRING ACCOUNT)

NAME _____ ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

**NOTE: APPLICANT AND IF A CO-APPLICANT ONLY MUST COMPLETE AND SIGN THE FORM.
TENTATIVE APPLICATIONS ARE ONLY VALID FOR 90 DAYS. COMPLETE CONTENTS OF APPLICATION,
AGREEMENT AND PAYMENT IN FULL MUST BE RECEIVED IN FULL BEFORE THE METER IS SET. ALL
EXISTING METERS FULL APPLICATION, AGREEMENT AND PAYMENT WILL BE RECEIVED BEFORE
TRANSFER OF SERVICE OR THE METER WILL BE LOCKED AND ALL APPLICABLE FEES THAT APPLY WILL BE
RECEIVED BEFORE SERVICE TO THE METER WILL BE RESTORED.**

DISTRICT USE ONLY

WORK ORDER NUMBER: _____

CONTRACT DATE: _____

ACCOUNT # _____

DATE APPROVED: _____

METER SN # _____

COST: _____

SEQUENCE # _____

EID: _____

BEG. READING _____

EXISTING

SHORT TAP

EXTENSION

BOIS D' ARC MUNICIPAL UTILITY DISTRICT
STANDARD SERVICE AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, 20____, between
Bois D'Arc Municipal Utility District, a district organized under Texas Legislature and the laws of the State
of Texas, (hereinafter called the "District") and _____
_____, (hereinafter, individually or collectively called the "Applicant").

Witnesseth:

The District shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District for the property provided in the Application in accordance with the District's Tariff, as amended from time to time by the Board of Directors of the District. Upon compliance by Applicant with said policies, including but not limited to payment of applicable fees for standard service, the Applicant qualifies for water utility service as a new applicant or continued water utility service as a transferee.

The Applicant shall pay the District for service hereunder as determined by the District's Tariff and upon the terms and conditions set forth therein. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Directors shall have the authority to discontinue service and cancel the Application of any Applicant not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the District shall not re-establish service unless it has a current, signed agreement. The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant further agrees to pay, upon becoming an Applicant, the monthly charges for such service as prescribed in the District's Tariff.

All water shall be metered by meters to be furnished, installed, maintained, and owned by the District. The meter is for the sole use of the Applicant or customer and is to provide service to only one (1) dwelling. Any attempt to tamper with or to by-pass a meter, or to divert water including extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter water to any other person, dwelling, building, business, or property is prohibited. Unauthorized users and uses of District services shall be prosecuted to the extent allowed by law under Texas Penal Code Section 28.03.

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

The District 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 District 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 system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- 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 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 District shall maintain a copy of this agreement as long as the Applicant and/or premises are connected to the public water system. The Applicant shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.

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

In the event the total water supply is insufficient to meet all of the Applicants, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District'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 District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Applicant/users of the District, normal failures of the system, or other events beyond the District's control.

The Applicant shall grant to the District, 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 District to extend or improve service for existing or future Applicants, on such forms as are required by the District.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account, for which said Applicant has service. Said guarantee shall pledge any and all deposit fees against any balance due the District. Liquidation of said deposit fees shall give rise to discontinuance of service under the terms and conditions of the District'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 District.

Any misrepresentation of the facts by the Applicant on the standard service application or this standard service agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Tariff.

Applicant

Date signed

Applicant

Date signed

ATTACHMENT A

**BOIS D' ARC MUNICIPAL UTILITY DISTRICT
ACCOUNT TRANSFER AUTHORIZATION**

Name of Previous Customer

Name of New Customer

Forwarding Address

Current Address

City, State, Zip Code

City, State, Zip Code

Phone

Phone

E-mail Address

E-mail Address

Account Number _____ Final Reading _____ Reading Date _____

Physical Location of Meter _____

Note: A Transfer Fee of \$65.00 is charged to the New Customer on all transfers.

Previous Customer may be due a refund of their Deposit Fee, and New Customer understands and agrees to pay a Deposit Fee of \$200.00, which may be refundable, to the District.

Signature of Previous Customer

Date

Signature of New Customer

Date

ATTACHMENT B

INSTRUCTIONS TO FILL OUT EASEMENT

This form is for property located in Fannin County. Please request a form for property in another county.

1. For "Grantor": names of all landowners shown on the current deed of the property are required.
2. Total number of acres of the property.
3. Full title of the deed to the property
Examples: General Warranty Deed, Special Warranty Deed, Special Warranty Deed with Vendor's Lien.
Please note: Deed of Trust is NOT acceptable for this blank.
4. Date of the deed.
5. Filing information of the deed.
Please note: most deeds have either Volume and Page Numbers or Instrument Number.
6. Signature of all landowners (Grantors) required.
Please let us know if there are more than two (2) landowners.
7. All signatures must be signed in front of a notary.
Please let us know if you are signing in a different state.

BOIS D' ARC MUNICIPAL UTILITY DISTRICT
RATES AND FEES

1. METER SET SHORT TAP (WITHIN 10 LF OF WATERLINE).
 - (a) MINIMUM BASE METER SET IS ¾".
 - (b) ¾" METER SET = \$3000.00 (ALL METERS REQUIRE A DEPOSIT OF \$100.00 FOR WATER)
 - (c) REQUEST FOR A LARGER METER IS CONSIDERED TO BE A NON- STANDARD SERVICE, ADDITIONAL COST WILL APPLY.
2. LINE EXTENSIONS (ANYTHING BEYOND 10 LF FROM MAIN WATERLINE).
 - (a) ALL LINE EXTENSIONS ARE \$3.50 PER LF. FOR UP TO 2" PIPE (NOT INCLUDING METER SET).
 - (b) ALL OTHER SIZES ARE BID BY THE COST OF PIPE AT TIME OF REQUEST. BID PRICES WILL VARY AND ONLY BE VALID FOR 30 DAYS
3. ROAD CROSSING (TRENCHABLE)
 - (a) COUNTY ROADS ONLY, AND NO LARGER THAN A 2" \$500.00.
 - (a) THERE MUST BE WRITTEN PERMISSION FROM THE APPROPRIATE COUNTY COMMISSIONER ON FILE.
4. ROAD BORES
 - (a) ALL ROAD BORES WILL BE BID PER JOB WITH COST PLUS 15%.
5. LABOR AND EQUIPMENT FOR UNNECESSARY DAMAGE TO WATERLINES:
 - (a) BACKHOE - \$150.00 PER HOUR
 - (b) LABOR - \$25.00 PER HOUR / PER MAN
6. SYSTEM WATER RATE
 - (a) MINIMUM BASE: \$34.99 PER MONTH MINIMUM FOR ZERO TO 2000 GALLONS.
 - (b) BLOCK ONE: \$ 7.00 PER 1000 GALLONS FOR NEXT 3000 GALLONS.
 - (c) BLOCK TWO: \$8.16 PER 1000 GALLONS FOR NEXT 5000 GALLONS.
 - (d) BLOCK THREE: \$11.66 PER 1000 GALLONS FOR NEXT ALL.
7. MISCELLANIOUS FEES

(a) RETURNED CHECK FEE:	\$35.00
(b) LATE PAYMENT FEE:	\$10.00
(c) SERVICE TRIP FEE:	\$50.00
(d) METER ACCURACY TEST:	\$50.00
(e) PRESSURE REDUCER (NOT INSTALLED):	\$50.00
(f) REINSTATEMENT/UNLOCK FEE:	\$25.00
(g) DEPOSIT:	\$200.00
(h) RESERVICE/TRANSFER FEE:	\$65.00
(i) METER READING VERIFICATION FEE	\$50.00
(IF READING CORRECT):	
(j) METER REPLACEMENT FEE	COST PLUS 15%
(APPLICANTS REQUEST):	
(k) DISCONNECT FEE:	\$25.00

ALL FEES ARE NOT STATED ON THIS PAGE, BUT ANY AND ALL FEES MAY CHANGE FROM TIME TO TIME ON THE DETERMINATION AND APPROVAL OF THE BOARD OF DIRECTORS

ATTACHMENT C

WORK ORDER # _____ PO # _____

DATE: _____ DATE NEEDED: _____

SERVICE REQUEST BID FOR : _____

911 SERVICE LOCATION : _____

(ALL BIDS ARE VALID FOR 30 DAYS AND REQUIRE ALL SIGNATURES AND PAPERWORK ALONG WITH PAYMENT IN FULL BEFORE CONSTRUCTION CAN BEGIN.)

SHORT TAP: (WITHIN 10 FEET OF MAIN LINE ¾" METER) \$ _____

LONG TAP STANDARD SERVICE: (UNDER 500 FEET)

_____ FEET OF _____" PIPE @ \$ _____ PER FT. \$ _____

_____ FEET OF _____" PIPE @ \$ _____ PER FT. \$ _____

_____ QTY _____ @ \$ _____ PER _____
MISC. FITTINGS ETC. \$ _____

_____ QTY _____ @ \$ _____ PER _____
MISC. FITTINGS ETC. \$ _____

_____ QTY _____ @ \$ _____ PER _____
MISC. FITTINGS ETC. \$ _____

_____ QTY _____ @ \$ _____ PER _____
MISC. FITTINGS ETC. \$ _____

_____ QTY _____ @ \$ _____ PER _____
MISC. FITTINGS ETC. \$ _____

_____ QTY _____ @ \$ _____ PER _____
MISC. FITTINGS ETC. \$ _____

ROAD BORE: \$ _____

MISCELLANEOUS: \$ _____

DEPOSIT: \$ _____

TOTAL AMOUNT DUE: \$ _____

TOTAL AMOUNT RECEIVED: \$ _____

BALANCE ON ACCOUNT: \$ _____

BY SIGNING BELOW I / WE AGREE TO THE CHARGES IN THIS BID FOR SERVICE REQUEST.

CUSTOMER _____ DATE _____

CUSTOMER _____ DATE _____

GENERAL MANAGER _____ DATE _____

FINANCIAL OFFICER _____ DATE _____

ATTACHMENT D

BOIS D' ARC MUNICIPAL UTILITY DISTRICT

TCEQ REGULATORY GUIDANCE

Water Utilities Division, Utility Rates & Services Section 512/239-6100

RG-219

FAX 512/239-6145

March 1996

SUBJECT: *One Meter Per Residence Requirements*

The following are excerpts from TNRCC rules. The numbers and letters in brackets indicate where these rules can be found in Chapter 30 of the Texas Administrative Code (30 TAC).

These rules apply to public water utilities:

One meter is required for each residential, commercial, or industrial service connection. An apartment building or mobile home park may be considered by the utility to be a single commercial facility for the purpose of these sections. The executive director may grant an exception to the individual meter requirement if the plumbing of an existing multiple use or multiple occupant building would prohibit the installation of individual meters at a reasonable cost or would result in unreasonable disruption of the customary use of the property. [Section 291.89(a)(4)]

Use of meter: All charges for water service shall be based on meter measurements, except where otherwise authorized in the utility's approved tariff. [Section 291.89(a)(1)]

These rules apply to retail public utilities and public water systems:

Each community public water system shall provide accurate metering devices at each service connection for the accumulation of water usage data. [Section 290.44(d)(4)]

Connection - A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system. [Section 290.38]

Questions? Contact the Consumer Assistance Team, Water Utilities Division, MC153 at the phone number shown above or the address shown below.

Texas Natural Resource Conservation Commission PO Box 13087 Austin, Texas 78711 -- 3087

The TNRCC is an equal opportunity/affirmative action employer. The agency does not allow discrimination on the basis of race, color, religion, national origin, sex, disability, age, sexual orientation or veteran status. In compliance with the Americans with Disabilities Act, this document may be requested in alternate formats by contacting the TNRCC at 512/239-6010, fax 239-9053, or 1-800-RELAY-TX (TDD) or by writing PO Box 13087, Austin, Texas 78711-3087. Authorization for use or reproduction of any original material contained in this publication, i.e., not obtained from other sources, is freely granted. The Commission would appreciate acknowledgment.

ATTACHMENT E

BOIS D'ARC MUNICIPAL UTILITY DISTRICT
14101 E. FM 1396
HONEY GROVE, TEXAS 75446
TEL: (903) 378-7361

CUSTOMER BANK DRAFT AUTHORIZATION FORM

I (we) hereby authorize the Bois D'Arc Municipal Utility District to debit my (our) bank account, described below, for payment of my (our) monthly water utility bill.

DEPOSITORY (BANK): _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____

BANK ROUTING #: _____
BANK ACCOUNT #: _____

This authorization will remain in full force and effect until the District and Depository have received written notification from me (or either of us) of its termination and for such additional time as necessary for the District and Depository to act on it.

PLEASE PRINT **Bois D'Arc District Account #:** _____

NAME(s): _____
(AS IT APPEARS ON THE ACCOUNT)

SERVICE ADDRESS OF ACCOUNT: _____

HOME PHONE: (____) _____ WORK PHONE: (____) _____

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

MAXIMUM AMOUNT YOU WILL ALLOW TO DRAFT: _____

INSTRUCTIONS TO PAY BY BANK DRAFT

COMPLETE THE FORM AND ATTACH A VOIDED CHECK FROM YOUR BANK ACCOUNT. TWO SIGNATURES ARE REQUIRED FOR ALL JOINT ACCOUNTS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US @ (903) 378-7361.

AFTER RECORDING, RETURN TO:
Bois D'Arc MUD
14101 E. FM 1396
Honey Grove, Texas 75446

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

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF FANNIN §

That _____ ("Grantor"),
for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid
to Grantor by **BOIS D'ARC MUNICIPAL UTILITY DISTRICT** ("Grantee"), including, but
not limited to, domestic water service provided by Grantee to Grantor pursuant to Grantee's Rate
Order, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and
convey unto the Grantee, its successors and assigns, a permanent easement and right-of-way in,
under, upon, through, over and across that certain _____ acres of land, more or less, owned
by Grantor located in Fannin County, Texas, being more particularly described in _____
_____, dated _____,
20_____, recorded in Volume _____, Page _____, Instrument No. _____
_____ of the real property records of Fannin County,
Texas (the "Property"), together with reasonable rights of ingress, egress, and regress over
Grantor's adjacent lands for the purpose for which the mentioned rights herein are granted.

The permanent easement and right-of-way conveyed herein to Grantee shall be limited to
a strip of land twenty feet (20') in width, the centerline thereof being the first pipeline installed
by Grantee on the land described above, and Grantee is hereby authorized to designate the course
of the easement herein conveyed (the "Easement Property").

The purpose of the permanent easement granted herein is to provide a right-of-way to
Grantee for installing, constructing, operating, inspecting, protecting, repairing, rebuilding,
replacing, altering, upgrading, upsizing, removing, relocating, paralleling, maintaining, using,
abandoning in place, reconstructing, and/or modifying public waterlines within the Easement
Property, together with all equipment, improvements and appurtenances thereto, used in the
supply and provision of public water utility service (the "Facilities"). There is expressly
included in this grant the right of Grantee and its successors and assigns, at any time in the
future, to install additional public waterlines and appurtenances within the Easement Property
and the same shall become part of the Facilities.

Grantor also grants and conveys a temporary construction easement to Grantee, its
successors and assigns, to accommodate construction equipment, materials, and excavated earth
during the initial construction and installation of the Facilities within the Easement Property.
The temporary construction easement shall be limited to a strip of land fifty-foot (50') in width,

the centerline thereof being the first pipeline installed by Grantee on the Easement Property. The temporary construction easement will expire immediately upon Grantee's acceptance of the completed Facilities.

Grantee shall clean up and remove all trash caused by the installation of pipelines, valves, fittings and facilities hereunder, and shall repair or replace existing fences and repair other damages caused by said installation. Grantee shall also restore the surface of the land to a smooth contour following said installation.

Grantee, its successors and assigns, shall have such other rights and benefits as necessary or convenient for the full use and enjoyment of the easement rights granted herein including, without limitation: (i) to the extent necessary the reasonable right of ingress, egress and regress over and across lands owned by Grantor which are contiguous to the Easement Property; (ii) the right from time-to-time to remove any pavement, vegetation, structures and other obstructions that may injure the Facilities or that may interfere with Grantee's use of the Easement Property for the easement purposes described herein; and (iii) the right to abandon-in-place the Facilities installed within the Easement Property.

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 the Facilities as installed, Grantor further grants to Grantee an additional easement over and across the Property for the purpose of laterally relocating said Facilities as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land twenty feet (20') in width, the center line thereof being the pipeline as relocated.

Grantor, as owner of the Property, reserves the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use of or enjoyment of the Easement Property by Grantee for the easement purposes stated herein including pasturage and agricultural uses, and to construct and maintain private driveways and roads, fences, landscaping, sidewalks, and drainage. No building, structure or reservoir upon, over, or across the Easement Property will be constructed without the Grantee's prior written consent.

The consideration recited herein shall constitute payment in full for the rights of Grantee to install the Facilities, now and in the future, within the Easement Property. The provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part, to one or more retail water utilities assignees. Grantor covenants that Grantor owns the Property and that the Property is free and clear of all encumbrances and liens.

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

Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend, all and singular, the property rights and interests herein granted to Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

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

GRANTOR:

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____ (Grantor), who acknowledged that he or she executed the same for the purposes and consideration therein expressed.

[notary seal]

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____ (Grantor), who acknowledged that he or she executed the same for the purposes and consideration therein expressed.

[notary seal]

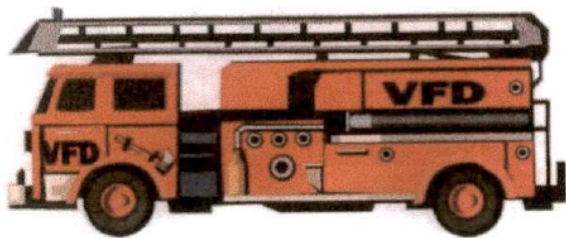
Notary Public, State of Texas

ATTACHMENT G

DISTRICT NEWS

BOIS D' ARC MUNICIPAL UTILITY DISTRICT

DISTRICT COLLECTING DONATIONS FOR LOCAL VFD'S



The Board and Staff of the Bois D' Arc Municipal Utility District are pleased to announce our effort to assist all the Volunteer fire departments that serve in our District. Beginning in July 2005, pursuant to Water Rights Statute 13.143, the District will implement as part of its billing process a program under which the utility collects from its customers a voluntary contribution in the amount of \$2.00 on behalf of a volunteer fire department. This contribution will be included in your water bill automatically and forwarded to the Volunteer Fire Department serving your area. It is anticipated these funds will be used for operations and capital improvements by the Volunteer Fire Department in area served.

Should a Water district customer desire not to pay the voluntary contribution, the customer may fill out the form provided and return to our office before the next billing cycle. For the current billing the customer may deduct the amount of the included contribution from their payment. Consult your tax professional regarding the income tax deductibility of the contribution. The following volunteer fire departments will receive funds from the District, Honey Grove VFD, Telephone VFD, North Fannin VFD, Dodd City VFD and Bonham VFD. Amounts collected under this statute are not rates and are not subject to regulatory assessments, late payment penalties, or other utility-related fees, and are not required to be shown in tariffs filed with the regulatory authority. Added by Acts 1997, 75th Legislature, Chapter 409,1, effective May 28, 1997. If you have questions about the volunteer fire department donations please call Monday—Friday, 9:00am to 4:00pm.

ATTACHMENT G

COMPLETE THIS FORM IF YOU **DECLINE** THE VFD DONATION.

NO, I DO NOT WISH TO MAKE A VOLUNTEER FIRE DEPARTMENT DONATION IN THE FUTURE. PLEASE TAKE MY ACCOUNT OFF THE LIST.

PLEASE PRINT *Name of Account Holder*

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature