

**Service Agreement Concerning
Grinder Pump Sewer System for Customer**

This Agreement concerning Grinder Pump Sewer System for Customer Service is entered into by and between **Travis County Municipal Utility District No. 5** (the "District") and

_____ ("Customer") for sanitary sewer service to the property located
at _____ ("Property").

RECITALS

WHEREAS, the District owns, operates and maintains a centralized sanitary sewer system from which Customer desires to obtain sewer service; and

WHEREAS, the elevation and/or slope of the Property in relation to the location of the District's sanitary sewer system requires Customer's installation of a pressure sewer system commonly known as a grinder pump system ("Grinder Pump") in order to transport Customer's sewage to the District's sanitary sewer system; and

WHEREAS, the District's sanitary sewer system is regulated by the rules and regulations of the Texas Commission on Environmental Quality ("Commission"); and

WHEREAS, the rules and regulations of the Commission require that the District only allow the use of a Grinder Pump by a Customer under terms and conditions set forth in a service agreement; and

WHEREAS, Customer desires to connect to the District's sanitary sewer system to receive sewer service from the District;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the District and Customer agree as follows:

1. As a condition and continuation of sanitary sewer service to Customer by the District:
 - a. The District shall have the right for prior approval of the design of the Grinder Pump, including materials and equipment, prior to installation of the Grinder Pump by Customer. It shall be the responsibility of the Customer to obtain from the District's engineer the design requirements for the Grinder Pump for the Property. A specific pump may be suggested by the District's representative upon request by Customer. The design requirements shall be determined by the District's engineer and shall be in accordance with the rules of the Commission (30 Texas Administrative Code 317.2) for sewage collection systems, as those rules are amended by the Commission from time to time. The final design provided by the Customer shall be submitted to the District's representative at least five (5) business days in advance of desired installation.
 - b. District shall have the right to inspect the installed Grinder Pump prior to initiation of service to the Property. Customer shall give the District at least two (2) business days notice requesting an inspection. Customer agrees to correct any deficiencies.
 - c. District and Customer agree that the Customer shall contract and hereby does contract with the District for the District's representative to maintain and repair the Grinder Pump on behalf of the Customer and Customer shall pay to the District all costs incurred in such maintenance and repair in accordance with the District's Rate Order and Rules and Regulations, as amended from time to time.

- d. Customer agrees that the District shall have the right to stop any discharges from the Grinder Pump in order to prevent contamination of state waters.
 - e. Customer agrees that the District and its representatives shall have the right to enter the Customer's property to operate, maintain and repair the Grinder Pump on behalf of the Customer, as well as to stop discharge from the Grinder Pump in order to prevent contamination of state waters.
2. The District and Customer agree that, although the Grinder Pump is owned by Customer, the Grinder Pump shall be regarded as an integral component of the District's sanitary sewer system and not as a part of the home plumbing for the Property as required by the Rules of the Texas Commission on Environmental Quality.
 3. Customer acknowledges and agrees that failure of Customer to pay all costs associated with the operation and maintenance of the Grinder Pump as set forth in the District's Rate Order and Rules and Regulations or failure of Customer to allow the District and its representatives to enter Customer's property, as set forth in Section 1.e. above, shall be grounds for the disconnection of water and wastewater service to the Property.
 4. This Agreement shall be performable in Travis County, Texas, which county shall be the exclusive place for venue for any disputes arising under this Agreement.
 5. Any amendments to this Agreement must be in writing and signed by both the District and the Customer.
 6. This Agreement is not assignable by Customer. Upon termination of service of the Property, any new customer desiring to receive water and/or wastewater service from the District, shall be required to execute their own service agreement.

ENTERED INTO this the _____ day of _____, 20____.

DISTRICT:

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

By: _____
 Crossroads Utility Services, L.L.C.
 The District's Representative

CUSTOMER:

Signed: _____
 Customer's Signature

Printed Name: _____

Signed: _____
 Customer's Signature

Printed Name: _____

Date:| _____