# ARCHIBALD WATER SYSTEM, INC. P. O. BOX 27

### ARCHIBALD, LA 71218

(318)248-3609 Office; (318)669-0913 Operator; (318)547-6173 President "This institution is an equal opportunity provider"

website: www.archibaldwatersystem.com

### APPLICATION FOR SERVICE

eck as appropriate) Residence
Rental Property Commercial Other (Specify Below)
erated by the System:
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### ARCHIBALD WATER SYSTEM, INC. P. O. BOX 27

# ARCHIBALD, LOUISIANA 71218 "This institution is an equal opportunity provider"

Application Approved (	Yes ( )No	( )No Date of Action			
If rejected, what was (we	re) the specific reas	on(s) for denyi	ng service:		
FEES:					
NEW MEMBER & TAP (	SS)	NEW MEMBER & TAP (LS)			
Membership \$ 50	0.00	Membership \$ 50.00			
Short Side Labor 50	0.00	Road B	ore Labor 750.0	00	
Connect ARM & Mtls. 52	0.00	Connect ARM & Mtls. 520.00			
Other (Specify)		Other (Specify)			
TOTAL\$10	70.00	TOTA	L\$1320.	00	
RENTER Deposit \$75.00 Connect 30.00 Other	<u>MEMBEI</u> Membership	\$50.00 30.00	ARM REPLACI Membership Connect ARM Other	50.00 \$50.00 30.00 295.00	
TOTAL\$105.00	TOTAL	\$80.00	TOTAL		
DATE:					
			SIGNATI		
			AUTHORIZ	ED OFFICIAL	

### ARCHIBALD WATER SYSTEM, INC.

### WATER USERS AGREEMENT

This agreement, between the Archibald Water System, Inc, non-profit Corporation, hereinafter ca	alled the Association and
, a member of the Association hereinafter called the Member	r.

#### WITNESSETH

WHEREAS, the Member desired to purchase water from the Association, and to enter in a water users agreement as required by the ByLaws of the Association.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and

The Association shall furnish, subject to the limitations set out in Rules and Regulations and ByLaws and those hereinafter provided for, such quantity of water as the Member may desire in connection with his occupancy of the following described property:

The Member hereby grants the Association its successors or assigns a perpetual easement in, over, under, and upon the above described land with the right to erect, construct, install, and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above. The width of said easement shall be not less than 10 feet from the road right-of-way.

The Member shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the System is of sufficient capacity to permit the delivery of water at that point.

The Member agrees to pay for water at such rates, time and place as shall be determined by the Association, and agrees to the penalties for noncompliance with the above as set out in the current Rules and Regulations.

The Association shall purchase and install a cutoff valve and may also include a water meter in each service. The Association shall have exclusive right to use such cutoff valves and water meter.

The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to members in the event of a water shortage; may shut off water to a Member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. In the event this total water supply shall be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Association ma prorate the water available among the various Members or such basis as is deemed equitable by the Board of Directors, and may also prescribed a schedule of hours covering use of water for garden purposes by particular Members and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all the Members, the Association must first satisfy all of the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock purposes before supplying any water for garden purposes.

The member agrees to comply with the requirements of the Louisiana State Board of Health that no other present or future source of water will be connected to any waterlines served by the Association's waterlines and will disconnect from his present water supply prior to connecting to and switching to the Association's system.

The Member shall connect his service lines to the Association's distribution system and shall commence to use water from the system on the date that the water is made available to the Member by the Association. Water charges to the Member shall commence on the date that the service is made available.

The Board of Directors shall have the authority to sell the membership of any Member in the event of nonpayment of any charges or assessments owing by said Member within thirty (30) days after demand for payment by mail, properly addressed to such delinquent Members. The proceeds of any sale of membership over and above the amount due the Association shall be paid to the delinquent Member. In lieu of such sale of membership, the Board of Directors may purchase the membership in behalf of the Association at a price determined by the Board to be the fair value of the membership or the purchase thereof by the Association the proceeds shall be first applied to the payment of any indebtedness due the Association by the delinquent Member.

In the event the Member shall breach this contract by (1) refusing or failing, without just cause to connect his service line to the Association's distribution system as set forth above, or (2) refusing or failing without just cause to pay minimum monthly water rate as established by the Association, upon the occurrence of either of said events, the Member agrees to forfeit this membership fee.

<ol> <li>Nonpayment within ten days from the due date</li> <li>Nonpayment within thirty days from the due da</li> <li>In the event it becomes necessary for the Associated for a re-connection of the service.</li> </ol>	imposed shall result in the automatic imposition of the following penalties: will be subject to a penalty of <u>five percent (5%)</u> of the delinquent account. te will result in the water being shut off from the customer's property. The value of the water from a customers property, a fee of \$75 will be secuted this agreement this day of
in duplicate of original.	ВУ:
ATTEST:	PRESIDENT
	MEMBER

### ARCHIBALD WATER SYSTEM, INC.

### P.O. BOX 27

# ARCHIBALD, LOUISIANA 71218

### **SERVITUDE AND RIGHT OF WAY**

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF RICHLAND

BE IT KNOWN that we, the undersigned property	owners,	
herein referred to as "Grantor" do hereby grant unt profit corporation, domiciled in Richland Parish, Lou successors and assigns, a perpetual servitude and rig inspect, repair, replace and remove water pipelines of land ten (10) feet in width, lying parallel and adjac 132 west of Mangham of Richland Parish, Louisiana.	isiana, herein referred to ght to install and thereaf and appurtenant facilitie cent to the public right o	o as "Grantee", its ter use, operate, maintain, es in, over and upon a strip
This grant of servitude is granted, together with all r the purposes identified above.	ights of ingress and egre	ss over adjacent land for
This servitude is made and accepted for and in consi supplied to the Grantor's property.	deration of the value of	the availability of water
The Grantee is responsible for restoring the propert the Grantee, to at least an equal condition that exist		
WITNESS:	GRANTOR:	DATE