

PRIVATE FIRE LINE SERVICE AGREEMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

This agreement, made and entered into at Irving, Dallas County, Texas, this the _____ day of _____, A.D. 202____, by and between the City of Irving, Texas, a municipal corporation, (hereinafter referred to as "City"), and _____ (hereinafter referred to as "Owner"), who is the owner of property located at:

(LEGAL DESCRIPTION and ADDRESS:)

_____ (hereinafter referred to as the "Property").

WHEREAS, said Property is served by a private fire line extending from the City water distribution line to a fire suppression system (one or more hydrants and/or a building fire sprinkler system) on the Property in the location depicted in **Exhibit A**, Water Line Easement, attached hereto and incorporated by reference herein; and

WHEREAS, there is no master water meter between the private fire line and the City water distribution line; and

WHEREAS, the owner wishes to secure water through the City of Irving’s water system for said fire suppression;

NOW, THEREFORE, in consideration of the City agreeing to allow said fire suppression system to be supplied by private water lines presently existing or to be built by owner, owner agrees to the following covenants:

1. Owner will pay within thirty (30) days of notice the cost of the water lost, as estimated by the City, should the private fire line break.
2. Owner is responsible for having the private fire line repaired at the owner's expense within twenty-four (24) hours of the break.
3. Owner will allow the City to enter upon the Property at any time to remove any fire hydrant if the owner fails to repair the private fire line or the fire hydrant.
4. Owner will not allow any person, firm, corporation, tenant, lessee including owner, to tap any water line on the property which is not metered by the City.
5. Owner will allow the City to cut off water service at any point on the private fire line in the event of a break which might create the possibility of damage to any property or reduce pressure in the City's water system.

6. Owner will install and pay for leak detectors on all fire line water service on the Property. Owner will be responsible to provide a third-party inspection report to the City immediately after inspection.
7. Owner will not permit any taps to the fire line water system which have not been authorized by the City.
8. Pay for all water shown to have been secured from all fire line water service except for the amount used testing purposes by the City.
9. Allow the City to inspect and check all fire hydrants and fire lines located on the Property, and if found in need of maintenance, Owner shall repair said fire hydrants and fire lines at owner's expense within 24 hours of notice by the City.
10. The Owner will disconnect or allow the City to disconnect any water line attached to the fire line water system.
11. The owner, its successors and assigns do hereby agree jointly and severally to maintain the private fire line water service on the Property in accordance with the covenants, and the owner agrees to comply with all City ordinances and codes applicable to maintenance of proper fire protection. The covenants, ordinances, and codes referenced above shall be deemed restrictive covenants running with the land and shall be binding on the owner, its successors and assigns and all subsequent purchasers of the Property or any portion thereof.
12. This Agreement shall be filed in the Deed Records of Dallas County, Texas.
13. City retains the right to revoke this agreement should Owner breach the covenants referenced above.
14. These covenants shall not be altered or amended without written consent of the City Council of the City of Irving.

OWNER FURTHER AGREES TO HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FOR ANY DAMAGES RESULTING FROM THE OPERATION OF THE PRIVATE FIRE LINE OR CUT OFF OF WATER IN OR TO THE PRIVATE FIRE LINE, AND OWNER WILL PAY ALL COSTS, INCLUDING ATTORNEY'S FEES INCURRED BY THE CITY, IN DEFENDING ANY CLAIM OR CAUSE OF ACTION RESULTING FROM THE OPERATION OF THE PRIVATE FIRE LINE OR CUT OFF OF WATER TO SAID LINE.

THIS AGREEMENT EXECUTED this the _____ day of _____ A.D., 202__.

(OWNER)

_____(Signature)

By _____
_____(Printed)

Mailing Address _____

City, State, Zip _____

Telephone No. _____

Email _____

CITY OF IRVING, TEXAS

A Municipal Corporation

BY:

Richard H. Stopfer, Mayor

ATTEST:

Shanae Jennings,
City Secretary

APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney

SINGLE ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ (printed name) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ A. D., 202 ____.

Notary Public In and For _____ County

My Commission Expires:

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ of (partnership name) _____ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledge to me that the same was the act of the said partnership, and that he was duly authorized as a partner of such partnership to perform same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ A. D., 202 ____.

Notary Public In and For _____ County

My Commission Expires:

CORPORATE ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ of (Corporate Name) _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said, (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ A. D., 202____.

Notary Public In and For _____ County

My Commission Expires:

MAYOR'S ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Richard H. Stopfer**, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Irving and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day
of _____ A. D., 202____.

Notary Public In and For _____ County

My Commission Expires:
