

**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**Rural Utilities Service**

**RIGHT OF WAY EASEMENT**  
**(Location of Easement Required)**

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 PB & SC WATER SUPPLY, (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, San Jacinto, 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 to be located across said land as follows:

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 assigns to move or remove any such abandoned lines or appurtenances.

In the event the county or state hereafter widens or relocates any 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, defend 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.

The easement conveyed herein was obtained or improved through Federal financial assistance. 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 \_\_\_\_\_.

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) \_\_\_\_\_ (he) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ )

\_\_\_\_\_  
(Notary Public in and for) \_\_\_\_\_ County, Texas.

**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**Rural Utilities Service**

**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 P{B & SC WATER SUPPLY, (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 hereafter 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, San Jacinto 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 utilities 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 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, defend 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.

The easement conveyed herein was obtained or improved through Federal financial assistance. 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 \_\_\_\_\_.

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) \_\_\_\_\_ (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for \_\_\_\_\_ purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public in and for)

\_\_\_\_\_  
(Notary Public in and for) \_\_\_\_\_ County, Texas.

## NON-STANDARD SERVICE CONTRACT

THE STATE OF TEXAS  
COUNTY OF San Jacinto

THIS CONTRACT is made and entered into by and between \_\_\_\_\_, hereinafter referred to as "Developer", and PB& SC Water Supply Corporation, hereinafter referred to as "WSC" or "Corporation".

WHEREAS, Developer is engaged in developing that certain \_\_\_\_\_ acres of land in San Jacinto, County, Texas, more particularly known as the \_\_\_\_\_ subdivision, according to the plat thereof recorded at Vol. \_\_\_\_\_, Page \_\_\_\_\_ of the Plat Records of San Jacinto, 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".
- (b) 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

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 \_\_\_\_\_ 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 \_\_\_\_\_ 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.

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.

Point Blank and Stephens Creek Water Supply Corporation  
DEVELOPER

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## PB & SC WATER SUPPLY

### ALTERNATE BILLING AGREEMENT FOR RENTAL ACCOUNTS

NAME: \_\_\_\_\_

METER #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ACCT #: \_\_\_\_\_

I hereby authorize PB & SC Water Supply Corporation to send all billings on my account to the person(s) and address below until further written notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that under this agreement that I will be given notice by the Corporation of all delinquencies on this account prior to disconnection of service. A notification fee shall be charged to the account in accordance with the provisions of the Corporation's Tariff.

I understand that if I request that my membership be canceled at this location, thereby discontinuing service to an occupied rental property, that the Corporation will provide the above listed person with written notice of disconnection five (5) days prior to the scheduled disconnection date.

I also understand that I am responsible to see that this account balance is kept current, as is any other account in the Corporation. This account shall not be reinstated until all debt on the account has been paid.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**YOU CAN NOW REQUEST THAT PERSONAL INFORMATION  
CONTAINED IN OUR UTILITY RECORDS  
NOT BE RELEASED TO UNAUTHORIZED PERSONS**

The Texas Legislature has enacted a bill, which was effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. {TX Utility Code Confidential, Subchapter B. 182.052 (a)}

*IS THERE A CHARGE FOR THIS SERVICE?*

Yes. There is a one-time charge of \$5.00 to cover the cost of postage and implementation which must be paid at the time of request.

*HOW CAN YOU REQUEST THIS?*

Simply complete the form at the bottom of this page and return it with your check or money order for \$ 5.00 to:

PB & SC WATER  
PO BOX 121  
POINT BLANK, TX 77364

Your response is not necessary if you do not want this service.

**WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.**

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

-----

**Detach and Return This Section**

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of \$ 5.00 for this service.

\_\_\_\_\_  
*Name of Account Holder*

\_\_\_\_\_  
*Account Number*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Area Code/Telephone Number*

\_\_\_\_\_  
*City, State, Zip Code*

\_\_\_\_\_  
*Signature*

## PB & SC WATER SUPPLY

### CUSTOMER NOTICE OF WATER RATIONING

RE: \_\_\_\_\_

Customers of PB & SC Water Supply Corporation

DM: \_\_\_\_\_, Manager, PB & SC WSC

Due to extreme water usage during the past weeks, our system is unable to meet the demand of all water users. Therefore, under our Drought Contingency and Emergency Water Demand Management Plan on \_\_\_\_\_ with the Texas Commission on Environmental Quality, Stage \_\_\_\_\_ - \_\_\_\_\_ allocations begin on \_\_\_\_\_ and will be in effect no later than \_\_\_\_\_ until the situation improves.

The \_\_\_\_\_ allocation restricts your water use as follows:

---

---

---

The Board has authorized those penalties and measures contained in the Corporation's tariff that may be assessed against you and placed on your account(s) if you are found violating this allocation. Subsequent violations may result in temporary termination of service. If you feel you have good cause for a variance from this rationing program please contact us in writing at the address above. A complete copy of our approved Drought Contingency and Emergency Water Demand Management Plan is available for review at our business office. A copy may be obtained for standard copying charges.

Thank you for your cooperation.

**PB & SC WATER SUPPLY CORPORATION**

PO BOX 121  
POINT BLANK, TX 77364  
936-377-4811

**CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY**

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_, Manager, PB & SC WSC

TO: \_\_\_\_\_, you are hereby notified that on \_\_\_\_ it was determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

**This is the SECOND violation.** You were notified of a previous violation on \_\_\_\_ (see attached [ATTACH COPY OF CUSTOMER NOTICE OF VIOLATION]). Accordingly, and as provided in the Corporation's Tariff, you are hereby directed to pay a penalty of \_\_\_\_\_, to be received in the Corporation's business office no later than \_\_\_\_\_. m., \_\_\_\_\_. **Failure to pay this penalty by this date and time will result in termination of your water service WITHOUT FURTHER NOTICE.** Any further reconnection will require payment of the penalty and a charge for the service call to restore service.

You are directed immediately to restrict your water use as directed in the Corporation's first notice to you. You were directed to do so in the previous Notice of Violation. **Accordingly, you will be assessed an additional, and more severe, penalty for any violation following this Notice.** Continued violations may result in termination of your water service regardless of whether you pay the penalties assessed for these violations.

A complete copy of our approved Drought Contingency and Emergency Water demand Management Plan remains available for your review at our business office. A copy of the Plan may be obtained on payment of standard copying charges.

The conservation of our water resources is an important responsibility of all members and customers. Your cooperation is appreciated.

**PB & SC WATER SUPPLY CORPORATION**

PO BOX 121  
POINT BLANK, TX 77364  
936-377-4811

**CUSTOMER NOTICE OF SUBSEQUENT VIOLATION AND PENALTY**

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_, Manager, PB & SC WSC

TO: \_\_\_\_\_, you are hereby notified that on \_\_\_\_ it was determined that you violated the allocation restricting your water use which is required under the Corporation's Drought Contingency and Emergency Water Demand Plan. Specifically, [DESCRIBE VIOLATION].

You have been notified previously of the restrictions on your water use that must be followed, and you were assessed a penalty for your second violation which occurred on \_\_\_\_\_ (see attached [ATTACH A COPY OF CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY]).

The Corporation's previous notice advised you that you would be assessed an additional, and more severe, penalty if the violation continued. This is required under the Corporation's Tariff. Accordingly, you are hereby directed to pay a penalty of \_\_\_\_\_, to be received in the Corporation's business office no later than \_\_\_\_\_ . m., \_\_\_\_\_. **Failure to pay this penalty by this date and time will result in termination of your water service WITHOUT FURTHER NOTICE.** Any reconnection will require payment of the penalty and a charge for the service call to restore service.

You are once again directed immediately to restrict your water use as directed in the Corporation's first notice to you. You have been directed to do so twice previously. **Additional penalties will be assessed for additional violations. In addition to these penalties, YOUR WATER SERVICE WILL BE TERMINATED FOR ANY ADDITIONAL VIOLATIONS** regardless of whether you pay the penalties assessed for these violations.

Your prompt attention to this matter will be appreciated by the \_\_\_\_\_ Water Supply Corporation and its members.

**PB & SC WATER SUPPLY CORPORATION**

PO BOX 121  
POINT BLANK, TX 77364  
936-377-4811

NOTICE OF TERMINATION

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_, Manager, PB & SC WSC

TO: \_\_\_\_\_, you are hereby notified that on \_\_\_\_ it was determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

There have been repeated violations. You previously have been notified of violations on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. Because these violations have continued, and as provided under Section H of the Corporation's Tariff, your water service will be terminated on \_\_\_\_\_. Your service will not be restored until \_\_\_\_\_ and only after payment of a charge for the service call to restore your service. Additional violations thereafter will result in additional suspensions of your water service.

If any penalties or other charges, including monthly bills, are outstanding, you will be required to fully pay these as well before your service will be restored.

We regret that your continued violation of the water use restrictions required under the Corporation's Drought Contingency and Emergency Water Demand Plan have led to this action.



**PB & SC WSC  
DEFERRED PAYMENT AGREEMENT**

By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt water utility service as set forth below:

Member agrees to pay \$ \_\_\_\_\_ per month, in addition to current monthly water utility rates, fees, and charges, as set forth in the Corporation's Tariff, until the account is paid in full. fees normally assessed by the corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the Corporation's disconnection procedures as set forth in the Corporation's Tariff unless other satisfactory arrangements are made by the member and approved by the Corporation's authorized representative.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
PB & SC WSC Authorized Representative

**PB & SC WATER SUPPLY CORPORATION  
INSTALLMENT AGREEMENT**

AN AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between PB & SC 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).

By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt for water utility service rates, fees, and charges, as set forth in the Corporation's Tariff, until the \_\_\_\_\_ (equity Buy-In Fee, High water bill from a leak, or other connection fee) is paid in full. Any fees normally assessed by the Corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the Corporation's disconnection procedures as set forth in the Corporation's Tariff.

APPROVED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at the regular monthly meeting of the Board of Directors of the PB & SC Water Supply Corporation.

\_\_\_\_\_  
President, PB & SC WSC

\_\_\_\_\_  
Sec/Treasurer, PB & SC WSC

STATE OF TEXAS COUNTY OF \_\_\_\_\_

IN WITNESS WHEREOF the said Member/Applicant has executed this instrument this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_.

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this \_\_\_\_\_ personally appeared \_\_\_\_\_, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

\_\_\_\_\_  
Member/Applicant

County, Texas.

Commission Expires \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**PB & SC WATER SUPPLY CORPORATION  
LINE EXTENSION REFUND AGREEMENT**

The PB & SC Water Supply Corporation Board affirms that \_\_\_\_\_ will be compensated as provided in this Refund agreement approved at the regular board meeting on the \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_, on a prorated basis for construction costs for the \_\_\_\_\_ feet of \_\_\_\_\_ inch line extension which have been paid by \_\_\_\_\_. This will be collected from all approved customers requesting service from said line extension, to a maximum of \_\_\_\_\_ connections for a period not exceeding \_\_\_\_\_ years from the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ (date the line extension completed and/or approved for service) after which time the Refund Agreement will expire and the Corporation shall be under no further obligation to \_\_\_\_\_. The Corporation shall provide said compensation within \_\_\_\_\_ days of receipt.

It is to understand that the Corporation will secure this compensation through new customer service from applicants for service from said line extension, and from no other sources. Accordingly, the compensation provided by this Refund Agreement will be modified automatically in the event any applicant obtaining service from said line extension obtains a final administrative or Judicial Determination limiting the ability of the Corporation to charge applicants for service from said line extension.

This agreement entered into on the \_\_\_\_\_ day \_\_\_\_\_ in the year of \_\_\_\_\_ by:

PB & SC Water Supply Corporation

\_\_\_\_\_  
Signed by Applicant

\_\_\_\_\_  
by President

\_\_\_\_\_  
address,

\_\_\_\_\_  
S

\_\_\_\_\_  
city

\_\_\_\_\_  
zip

\_\_\_\_\_  
zip

\_\_\_\_\_  
Witness

dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF TEXAS, COUNTY OF \_\_\_\_\_

IN WITNESS WHEREOF the said Member/Applicant and President of \_\_\_\_\_ WSC has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I, \_\_\_\_\_, Notary Public in and for \_\_\_\_\_ County and State of Texas, on this day \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public Signature)

\_\_\_\_\_  
Commission Expires

## **PB & SC WATER SUPPLY CORPORATION MEMBERSHIP MORTGAGE AGREEMENT**

This agreement hereby verifies that the PB & SC WSC provides or is able to provide utility service under the terms and conditions of its Tariff to the property so designated in this agreement.

The PB & SC WSC does meet the service requirements of the Texas Commission on Environmental Quality and currently holds all authorization or certification required.

The Membership available/assigned to this property is transferable to all legally qualifying interests upon compliance with the terms and conditions of the PB & SC WSC's Tariff, including but not limited to completion of all required forms and applications, payment of all fees, and payment of final account balances.

The PB & SC WSC shall notify any Loan/Membership guarantor and/or mortgagee by certified mail at least thirty (60) days prior to Membership/Service termination and guarantor/mortgagee hereby guarantees payment of any account balances required to prevent termination of Membership by the PB & SC WSC.

A guarantor and/or mortgagee shall qualify as a bona fide lien-holder to the Membership by providing a Deed of Trust\*, to be hereto affixed, for the real property in question and designated below which clearly defines the guarantor and/or mortgagee as the lien-holder of the Membership and the real property for which Membership was issued. PB & SC WSC shall notify the entity so designated in the Deed of Trust\*.

Legal Description of Property:

---

---

---

Mortgagee (Lien-Holder)

---

Guarantor (If Applicable)

---

PB & SC WSC Representative

---

Date

**Note:** \* Please attach Deed of Trust or other proof of ownership for permanent record.

STATE OF TEXAS

AGREEMENT TO PROVIDE FILL FOR  
CERTAIN FIRE VEHICLES

SAN JACINTO COUNTY

IN DESIGNATED AREAS

This Agreement ("Agreement") is executed by and between \_\_\_\_\_ Volunteer Fire Department ("Department"), an emergency service organization, and PB & SC Water Supply Corporation ("Corporation"), a nonprofit water supply corporation organized and operating under the provisions of Chapter 67, Texas Water Code and the Non-Profit Corporations Act, articles 1396-1.01, et seq., for the purposes and consideration set forth herein.

RECITALS

WHEREAS Department is a volunteer fire department organized and operating under the provisions of \_\_\_\_\_ and within the meaning of Section 101.001(3)(C), Civil Practice & Remedies Code; and

WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of Chapter 67, Water Code and the Non-Profit Corporation Act, and furnishes a water supply in \_\_\_\_\_ County and specifically in the area described in Texas Commission on Environmental Quality ("TCEQ") Certificate of Convenience and Necessity No. \_\_\_\_\_; and

WHEREAS Corporation acknowledges the benefits of fire suppression services provided by Department and is willing to provide water supply for use in fire suppression by Department through facilities in the area and under conditions more particularly described herein; and

WHEREAS Corporation's tariff expressly provides that Corporation does not provide fire flow and does not provide or imply that fire protection is available on any of Corporation's distribution system; and

WHEREAS Corporation is willing to assist Department by making water available for the purpose of filling Department's pump trucks ("pump and fill" purposes) without making any guarantee to Department or to any third party that water or pressure adequate for pump and fill purposes will be available at any time or under any circumstance; and

WHEREAS Department desires to utilize Corporation's water supply for pump and fill purposes within the area described herein and under the conditions set forth herein;

NOW, THEREFORE, Department and Corporation enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and consideration are sufficient for purposes of this Agreement and are mutually beneficial to one another as contemplated by Section 67.0105(c), Water Code:

#### PARTIES

1.1 This Agreement is entered into by and between \_\_\_\_\_ Volunteer Fire Department, domiciled and conducting business in \_\_\_\_\_ County, Texas, and PB & SC Water Supply Corporation, domiciled and conducting business in \_\_\_\_\_ County, Texas.

1.2 Department is authorized to enter into this Agreement pursuant to \_\_\_\_\_.

1.3 Corporation is authorized to enter into this Agreement pursuant to Sections 67.010 and 67.0105, Water Code.

#### PROVISION OF FILL WATER

2.1 Corporation will make available to Department the use of certain flush hydrant facilities located on water transmission lines operated by Corporation in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of "Fire Pump and Fill Facilities" ("Map") which is incorporated herein and made a part of this Agreement for all purposes.

2.2 Department will use only those facilities installed and maintained by Corporation which are clearly marked by [description of marking] and are located at those points indicated on the Map.

2.3 Corporation will install or maintain pump and fill facilities solely within Corporation's discretion, and the Department has no responsibility for installation or maintenance of such facilities.

2.4 In accordance with the laws of the State of Texas, the Corporation will maintain a minimum static residual pressure of 35 pounds per square inch ("psi") during normal flow, and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.

2.5 Department will notify Corporation prior to use of any designated pump and fill facility to the extent Department reasonably is able to do so by calling the Corporation's management. The Corporation acknowledges that in the event of

emergencies, it may not be feasible for the Department to provide prior notice, in which case notification shall be provided as soon as practicable.

2.6 No obligation other than the duties set forth in this Agreement are recognized nor are any obligations or duties to be implied under this Agreement. No duty or obligation on the part of Corporation to provide fire flow or a supply of water under any minimum pressure or for any length of time may be implied under the provisions of this agreement.

2.7 The duties set forth under this Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.

2.8 The Department will supply a monthly water usage to the Corporation for the sole purpose of assisting Corporation in accounting for Corporation's Water Supply.

2.9 The Department will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of "free" water include, but are not limited to, filling swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.

#### COMPENSATION

3.1 Department will not be charged for use of Corporation's water supply for pump and fill purposes. Department will be charged for water used for any other purpose.

#### TERMINATION OF AGREEMENT

4.1 Either party to this Agreement may terminate this Agreement at any time, with or without cause.

4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of termination.

4.3 Termination is the sole remedy for breach of any and all obligations under this Agreement, whether any such obligation is express or implied.

#### MISCELLANEOUS

5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or effect whatsoever unless such modification shall be in writing signed by both parties.

5.2 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class postage paid, addressed to the address set forth below.

The address for the Department for all purposes under this Agreement shall be:

The address for the Corporation for all purposes under this Agreement shall be:

5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.

5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.

5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

PB & SC Water Supply Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_ Volunteer Fire  
Department

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Date: \_\_\_\_\_



**PB & SC WATER SUPPLY CORPORATION  
METER TEST AUTHORIZATION  
AND TEST REPORT**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_ PHONE NUMBER (DAY): \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_ METER SERIAL NUMBER: \_\_\_\_\_

REASONS FOR REQUEST: \_\_\_\_\_

Members requesting a meter test may be present during the test, but if not, Member shall accept test results shown by the Corporation. The test shall be conducted in accordance with the American Water Works Association standards and methods on a certified test bench or on-site with an acceptable certified test meter. Member agrees to pay \$80.00 for the test if the results indicate an AWWA acceptable performance, plus any outstanding water utility service. In the event that the Member is required to pay for the test and for outstanding water utility service as set forth herein, said charges shall be applied to the next billing sent to the Member after the date of the test.

\_\_\_\_\_  
Signed by Member

**TEST RESULTS**

|                      |         |                              |
|----------------------|---------|------------------------------|
| Low Flow (1/4 GPM)   | _____ % | AWWA Standard 97.0 - 103.0 % |
| Intermediate (2 GPM) | _____ % | AWWA Standard 98.5 - 101.5 % |
| High Flow (10 GPM)   | _____ % | AWWA standard 98.5 - 101.5 % |

Register test \_\_\_\_\_ minutes at \_\_\_\_\_ gallons per minute recorded per \_\_\_\_\_ gallons.

Meter tests accurately; no adjustments due.

Meter tests high; adjustment due on water charges by \_\_\_\_\_ %

Meter tests low; no adjustment due.

Test conducted by \_\_\_\_\_ Approved \_\_\_\_\_

attach the original report

**PB & SC WATER SUPPLY CORPORATION**

PO BOX 121

POINT BLANK, TX 77364

936-377-4811

**NOTICE TO OWNER OF RENTAL PROPERTY**

You are hereby given notice that your renter/lessee is past due on your account with the Corporation. The renter/lessee has been sent a second and final notice, a copy of which is enclosed herein, and the utility service will be scheduled for disconnection unless the bill is paid by the final due date. If disconnection occurs, the Corporation's policies under the terms and conditions of its Tariff shall govern restoration of disconnected service. A fee of \$5.00 has been posted to the account for mailing of this notice. Any unpaid bills, service fees, or reconnect fees (service trip fees) are chargeable to the owner. If you have any questions concerning the status of this account, please do not hesitate to call.

PB & SC WSC MANAGEMENT

Amount Due Including Service Charges \_\_\_\_\_

Final Due Date \_\_\_\_\_

**NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE  
EXTENSION POLICY OF  
PB & SC WATER SUPPLY CORPORATION**

Pursuant to Chapter 13.2502 of the Texas Water Code, PB & SC Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of PB & SC Water Supply Corporation, Certificate of Convenience and Necessity No. 10126, in San Jacinto County, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water or sewer service connections on a single contiguous tract of land must comply with [put in the title subdivision service extension policy stated in the tariff/policy] (the "Subdivision Policy") contained in PB & SC Water Supply Corporation's tariff.

**PB & SC Water Supply Corporation is not required to extend retail water service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.**

Applicable elements of the Subdivision include:

Evaluation by PB & SC Water Supply Corporation of the impact a proposed subdivision service extension will make on PB & SC Water Supply Corporation's water supply and payment of the costs for this evaluation;

Payment of reasonable costs or fees by the developer for providing water supply service capacity;

Payment of fees for reserving water supply capacity;

Forfeiture of reserved water supply service capacity for failure to pay applicable fees;

Payment of costs of any improvements to PB & SC Water Supply Corporation's system that are necessary to provide the water;

Construction according to design approved by PB & SC Water Supply Corporation and dedication by the developer of water facilities within the subdivision following the inspection.

PB & SC Water Supply Corporation's tariff and a map showing PB & SC Water Supply Corporation's service area may be reviewed at PB & SC Water Supply Corporation's offices, at 6721 Hwy 190, Point Blank, TX 77364; the tariff/policy and service area map also are filed of record at the Texas Commission on Environmental Quality in Austin, Texas and may be reviewed by contacting the TCEQ, c/o Utility Rates and Services Section, Water Utilities Division, P.O. Box 13087, Austin, Texas 78711.

**PB & SC WATER SUPPLY CORPORATION**

PO BOX 121  
POINT BLANK, TX 77364  
936-377-4811

**NOTICE OF RETURNED CHECK**

O:

ATE:

HECK NUMBER:

MOUNT OF CHECK:

Your check has been returned to us by your bank for the following reasons:

---

---

You have ten days from the date of this notice in which to redeem the returned check and pay an additional \$30.00 Returned Check Fee. Redemption of the returned check and payment of additional fees may be made by cash, money order, or certified check. If you have not redeemed the returned check and paid the additional service fees within ten (10) days, your utility service will be disconnected unless other arrangements have been made with management.

PB & SC WSC MANAGEMENT

# **PB & SC WATER SUPPLY CORPORATION**

## **REQUEST FOR SERVICE DISCONTINUANCE**

I \_\_\_\_\_, hereby request that my water meter account number \_\_\_\_\_ located on \_\_\_\_\_, be disconnected from PB & SC Water Supply Corporation service and that my membership fee is be refunded to me. I understand that if I should ever want my service reinstated I may have to reapply for service as a new member and I may have to pay all costs as indicated in a then current copy of the Water Supply Corporation Tariff. Future ability to provide service will be dependent upon system capacity, which I understand may be limited and may require capital improvements to deliver adequate service. I also understand that these improvements will be at my cost. I further represent to the Corporation that my spouse joins me in this request and I am authorized to execute this Request for Service Discontinuance on behalf of my spouse.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature

**Refund to be mailed to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EASEMENT DENIAL LETTER AND AFFIDAVIT

Date

(Name of Property Owner  
and Property Owners  
Address)

VIA: First Class Mail and Certified Mail, Return Receipt Requested No. \_\_\_\_\_

Dear \_\_\_\_\_:

PB & SC Water Supply Corporation (Corporation) has requested an easement for a water/sewer distribution system across your property. To date, you have not provided such easement. It is now necessary that the requested easement be granted or refused by you, and the Corporation is asking that you do so within thirty (30) days after receipt of this notice. A copy of the requested easement is enclosed with this notice.

If the Corporation does not receive a completed easement within the 30 days specified, the Corporation will consider this failure to be a denial of easement on your part and the Corporation will complete and sign a copy of this notice to be retained in the Corporation's records for future water/sewer service to your property.

If at some future time you (or another owner of your property or any portion of your property) requests water/sewer service, the Corporation will require an easement before water/sewer service will be provided, as authorized by Section 49.218(d) - (f) of the Texas Water Code. At that time, and in addition to other costs required for water/sewer service, the Corporation will require payment of all reasonable costs for relocation or construction of the water/sewer distribution system along the easement that will be provided. (The Corporation's Engineer estimates this cost to be \_\_\_\_\_, as reflected in the attached. This cost could be greater in the future.) You may wish to consult your attorney as to whether this future cost is a material condition that you must disclose to anyone buying your property (or any part of your property) in the future.

If you need any clarification on this matter, or wish to discuss any aspects of the enclosed easement, please contact our office: .936-377-4811.

We appreciate your attention to this matter.

Sincerely,

[Appropriate signature]

### ACKNOWLEDGEMENT OF REFUSAL

I, \_\_\_\_\_, hereby refuse to provide the easement requested by \_\_\_\_\_ Water Supply Corporation for authority to construct/operate a water/sewer distribution system across my property.

### AFFIDAVIT

Being duly sworn upon my oath, I hereby certify that this is a true copy of the document and attached easement sent by certified mail to \_\_\_\_\_ on \_\_\_\_\_, and a signed receipt verifying delivery and acceptance is attached to this Affidavit [ALTERNATIVE: and the return noting refusal to accept or verify delivery is attached to this Affidavit]. This Affidavit will be maintained as a part of the records of \_\_\_\_\_ Water Supply Corporation. I further certify that a signed easement or signed Acknowledgement of Refusal was not received within thirty days following receipt by \_\_\_\_\_. I further attest that the Corporation's engineer has provided \_\_\_\_\_ a current estimate of the cost (copy attached) for replacing/constructing the water/sewer distribution system within the requested easement (which cost may increase in the future).

\_\_\_\_\_  
[name]

[position with Corporation]

Date: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

THIS INSTRUMENT was acknowledged before me on \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_.

(SEAL)

Notary Public, \_\_\_\_\_ County, Texas  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

**PB & SC WATER SUPPLY CORPORATION  
EQUIPMENT AND LINE DEDICATION AGREEMENT**

I, \_\_\_\_\_ (Transferor - Name of person, entity, corp., or other), having complied with the PB & SC Water Supply Corporation's Developer, Subdivision, and Non-Standard Service Requirements Policy, do hereby dedicate, transfer and assign to the PB & SC Water Supply Corporation all rights and privileges to and ownership of said equipment and or line(s) installed as a condition of service this equipment and or line(s) being described in the Non-Standard Service Agreement between the Corporation and Transferor and the Non-Standard Service Contract of \_\_\_\_\_ (date) including any amendments thereto and being further described as follows: (or see Attachments) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The PB & SC Water Supply Corporation through its designated representative having agreed to accept the equipment and or line(s) as previously described on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The Corporation shall hold harmless, \_\_\_\_\_ (name of person, entity etc.) from this day forward any costs for repairs or maintenance of said equipment and or line(s), notwithstanding any warranty or bond for said repairs as per the Non-Standard Service Contract/Agreement.

This agreement entered into on the \_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ by:

PB & SC Water Supply Corporation

\_\_\_\_\_  
Signed by Corporation Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                  Zip

\_\_\_\_\_  
Transferor Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                  Zip

THE STATE OF TEXAS, COUNTY OF \_\_\_\_\_

IN WITNESS WHEREOF the said Transferor and the Corporation Representative have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public



**PB & SC WATER SUPPLY CORPORATION**

PO BOX 121  
POINT BLANK, TX 77364  
936-377-4811

**TERMINATION NOTICE**

**TO:**

**ACCOUNT NUMBER:**

**DATE:**

**DATE OF SCHEDULED TERMINATION:**

You are hereby advised that the delinquent status of your account is jeopardizing your membership with the Corporation. If our office does not receive payment within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for a new Membership and pay all costs applicable to purchasing a new Membership under the terms of the Corporation's Tariff. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances.

**PB & SC WSC MANAGEMENT**

THE STATE OF TEXAS                       \$  
COUNTY OF SAN JACINTO              \$

KNOW ALL BY THESE PRESENTS          \$

EXECUTED AND EFFECTIVE as of the date first written above.

DEVELOPER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS §

§

THE COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 200\_, by  
\_\_\_\_\_ [DEVELOPER]

\_\_\_\_\_  
Notary Public - State of Texas

(Seal)

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

PB & SC Water Supply Corporation

PO BOX 121

Point Blank, TX 77364

San Jacinto County, Texas

### Service Inspection Certification.

Name of PWS: PB & SC Water Supply Corporation

S.I.D.# 2040024

Location of Service

\_\_\_\_\_, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:

No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with commission regulations.

Compliance Non-  
Compliance

☐ ☐

No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.

☐ ☐

No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.

☐ ☐

No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988.

☐ ☐

No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

☐ ☐

Water service shall not be provided or restored to the private water distribution facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the water distribution facilities:

|               |                               |                                    |                                       |                                |
|---------------|-------------------------------|------------------------------------|---------------------------------------|--------------------------------|
| Service lines | Lead <input type="checkbox"/> | Copper <input type="checkbox"/>    | PVC <input type="checkbox"/>          | Other <input type="checkbox"/> |
| Solder        | Lead <input type="checkbox"/> | Lead Free <input type="checkbox"/> | Solvent Weld <input type="checkbox"/> | Other <input type="checkbox"/> |

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector

Registration Number

Title

Type of Registration

Date

## **TARIFF FILING REQUIREMENTS**

Effective January 1, 2014, all non-profit water supply corporations are required to file their tariff with the Public Utility Commission (PUC) for information purposes only. Any amendments, changes or revisions (including rate changes) made to your tariff should also be filed with PUC. Tariffs should be mailed to:

**Public Utility Commission of Texas  
1701 North Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3226**

The deadline for filing tariffs was January 1, 1990. Water Supply Corporations failing to comply with the Commission's rules may be subject to fines and penalties. The Commission will accept voluntary compliance with the filing requirements without penalty. Amendments to the Corporation's tariff should be filed within 30 days after changes are made.