### THE CLIFFS APPLICATION AND CONTRACT FOR WATER SERVICE

DATE: May 19, 20 08

NAME: GERALD + GERALDINE SCHARLAU TELEPHONE: 940-779-4140

ADDRESS:

895 SPYGLASS DRIVE	GRAFORD, TX	7644	9
(Street, Route or P.O. Box)	(City, State, Z	Zip)	

(Hereinafter referred to as the "Applicant") requests water service be made available by Double Diamond Utility Co. (Hereinafter referred to as the "Supplier") to Section  $10^{-10}$  Lot  $24^{-10}$ , \_\_\_\_\_\_\_\_. of the The Cliffs Resort Subdivision.

Applicant agrees to pay Supplier a non-refundable water tap-on fee of \$525.00 (\$10.00 additional charge for faucet installation) prior to commencement of water service. Applicant further agrees to pay the Supplier a minimum of \$52.00 per month for 0 to 1,000 gallons per month. All water used in excess of 1,000 gallons will be billed at such costs as may be described in the applicable tanff approved by the Texas Commission on Environmental Quality. Usage fee must be paid upon receipt of the monthly statement.

Supplier agrees to install saddletap corporation stop, curb stop, 5/8" water meter and meter box ('Equipment") at the front of Applicant's lot within 30 days of the date Application is approved. Applicant agrees to have a licensed plumber install a service line from that point to Applicant's residence. The Equipment is and remains the property of Supplier, and any abuse of, or tampering with the Equipment, may result in immediate termination of water service.

Applicant grants Supplier access to the water tap and all supply lines for purpose of repair and readings. Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and acknowledges that Supplier may disconnect immediately, any connection or apparatus which, in Supplier's opinion, creates any unsafe or unsanitary condition or potentially creates such a condition. Unsafe and prohibited activities or conditions include, without limitation, (i) cross-connection between Supplier's water system and any private water well or system, (ii) pipe or pipe fittings installed by Applicant's plumber which contains more than 8.0% lead, (iii) use of solder or ritux at any pipe connection which contains more than 0.2% lead, or (iv) any other activity prohibited by statute or ordinance and any abuse of, or tampering with the Equipment. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right to immediately terminate this Contract and discontinue service to Applicant until such connection is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$25.00, plus payment of any delinquent bills.

Applicant may not transfer any rights under this Contract without written consent of Supplier and payment of Supplier's transfer fee of \$25.00, payment of all previously accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. Mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied within case of any rate or fee change.

This Contract supersedes, voids, cancels, and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired: 6/10/2008

Tap-On Payment/Transfer Fee if applicable;

Signature of Applicant - Lot Owner

Amount \$40.00

Date Payment Received:

Double Diamond Utility Co. Authorized Agent

Approval Date:

	X
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TLIC CLIEFC WORK ORDER	* * *
• RESORT • POSSUM KINGDOM	'>' - •
LOT #	* * *
SECTION	×
Sewerage Department	
PROPERTY OWNER Contraction TELEPHONE (140) 714 - 4140 Area Code/Number	ŝ
MAILING ADDRESS SOUTH SOUTH SOUTH STATES	
(Street or Route)	
Amount Received \$ 1020.00 Date Beceived 5/19/108	
#2,500.00	
REMAINING PORTION TO BE COMPLETED BY INSTALLER	- -
Lot Diagram: (Draw Lot and Approximate Location of Pump)	1 1 2
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	- *
	۰ م
Pump Serial Number	
Name of Street Souglass Drive	<i>`</i> +
(Date Completed)	e X
Authorized Signature	
WHITE - RESORT YELLOW - COMPLETED DIVISION OF A STORE	
WHITE - RESORT YELLOW - COMPLETED PINK - HOME OFFICE	

### THE CLIFFS APPLICATION AND CONTRACT FOR SEWER SERVICE

	Date: <u>MAY 19</u> , 2005
Name(s): GERALD + GERALDINE SCHARLAUL	Telephone #: <u>940-779-4140</u>
Address: 895 SPYGLASS DRIVE	GRAFORD, TX 76449
(Street, Route or P.O. Box)	(City, State, Zip)

(hereinafter referred to as the "Applicant") requests sewer service be made available by Double Diamond Utilities Co. (hereinafter referred to as the "Supplier") to Lot  $\frac{24}{24}$ , Section <u>16</u>, of the <u>CUFFS</u> Subdivision.

Applicant agrees to pay Supplier a non-refundable sewer tap-on fee of \$2,500.00 prior to commencement of sewer service. Applicant further agrees to pay the Supplier a \$25.00 monthly usage fee upon receipt of the monthly statement, or such amount as may be approved by the Texas Natural Resource Conservation Commission in the future.

Prior to commencement of sewer service, Supplier agrees to install, at Supplier's expense, a submersible centrifugal wastewater grinder pump designed specifically for individual residential sewer applications, a holding tank, service lines from the sewer main to the holding tank, saddletrap, check and ball value and control panel ("Equipment"). Applicant agrees to have a sewer line from Applicant's residence to the pump basin installed by a licensed plumber and to have the control panel wired into Applicant's electrical system by a licensed electrician within thirty (30) days after the pump is installed, or prior to occupancy of the residence, whichever occurs first. After installation, the Equipment is and remains the property of the Supplier and any abuse of, or tampering with the Equipment, may result in immediate termination of sewer service.

The Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and to disconnect immediately any connection or apparatus which, in Supplier's reasonable discretion, creates any unsafe or unsanitary condition or potentially creates such a condition. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right, at its option, to immediately terminate this Contract and discontinue service to Applicant until such condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$20.00, plus payment of any delinquent bills.

Applicant may not transfer any rights under this Contract without the express written consent of Supplier and payment of Supplier's transfer fee of \$40.00, payment of any accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied with in case of any rate or fee change.

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired: 6/10 /2008

Huch Scharlan

Signature of Applicant - Lot Owner

Tap-On Payment/Transfer Fee if applicable:

Amount \$\_\_\_\_\_

Date:

Double Diamond Utilities Co. Authorized Agent



Double Diamond Utilities				
Water and Sewer Conn	ection Work O	der		
	•		3-16-11	
Account No. $010.144$				
Customer Name Ann Ziemba	Telephone	210-710 -	2027	
Address 1707 TAlcott SAN Antonio		44	Unit No. 10	
Development Spyglass dr			per Service Agreement)	
		-25-11		
LABOR				
Employee Name(s)		er Hours	Overtime Hours	
Chris McGarult	1	0	Overaine Hours	
Jimmy Amuting	1.	0		
Brik Marten	1			
	1-	<u> </u>		
	Total	Hours	3.0	
UTILITIES EQUIPMENT				
Equipment Used	Hours Used			
Ackson's Const Backhoe + Fock Home		Rate	Cost	
	<u>~</u> ~			

	*****			
	Total Hours		Total Cost	
Double Diamond Equipment Rates	Backhoe = \$60 per hr.		Pickup Truck = \$30 per hr.	
	RENTAL EQUIP	MENT		
Equipment Used		Hours Used	Rate	Cost
	Total Hours		Total Cost	

Levenager	in. Draw lot and app	roximate loca	tion of pump.			
		gr in ber c		Control Boy Talaran		
		X	[] meler			
		SPY.	glads Dr			
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Make	El Extrune /	H Model	Extreme	THP	Serial No.	WH408062
		Wa	iter Meter Inform	ation		THI DOUCE
Make		Size			Meter No.	1
8-8	Upon completion of	this form imme	ediately forward a	copy to the	Home Office f	or review
Date Cor	npleted	$ \rightarrow  $		Authorized	Signature	

Double Diamor	od Utilities		
Water and Sewer Conner WB $\Box$ TR $X$ TC $\Box$ RC $\Box$ Account No. $S   O   H   4   4   4$	ection Work Order Date Issued	3-16-11	
Customer Name Ann Ziemba	Telephone 210-710-	2027	
Address 1707 Talcott, San Antonio, Tx 7823 Development TC	Lot No. 144   Date Service Requested (per service)   Image: Service Requested (per service)	Unit No. 10 er Service Agreement)	
LABOR			
Employee Name(s) Jackson Const.	Regular Hours	Overtime Hours	

	-				
	U	TILITIES EQUI	PMENT		
Equipment Used			Hours Used	Rate	Cost
	······				-
		Total Hours		Total Cost	
Double Diamond Equipment Rates Backhoe = \$60		:khoe = \$60 pe	er hr.	······································	ruck = \$30 per hr.

**Total Hours** 

	RENTAL EQUIP	MENT		
Equipment Used		Hours Used	Rate	Cost
	Total Hours		Total Cost	

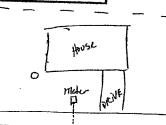
Lot Diagram: Draw lot and approximate location of pump.

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	Grinder Pump Inform	nation
Make	Model	Serial No.
	Water Meter Inform	ation
Make HersEy	Size Star 31.	Needing 0000000
Upon comp	letion of this form immediately forward a	a copy to the Home Office for review
4-4-11	Cormen Laur	· ·
Date Completed		A., () 7 - 1 - 2

Authorized Signature

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812.38



WORK ORDER

LOT #

12 SECTION

## Water Department

PROPERTY OWNER John Hargelog TELEPHONE 972-899-007 1 Area Code/Number

MAILING ADDRESS 2513 Herlin Dr. (Street or Route)

Amount Received \$ 460.00 Date Received 2.12.67

REMAINING PORTION TO BE COMPLETED BY INSTALLER

Lot Diagram: (Draw Lot and Approximate Location of Meter)

Meter Serial Number \_\_\_\_

Beginning Meter Reading

Name of Street\_

(Date Completed)

Authorized Signature

WHITE - BESORT YELLOW - COMPLETED PINK - HOME OFFICE

### THE CLIFFS APPLICATION AND CONTRACT FOR WATER SERVICE

HESC Telephone #: Street, Route or P.O. Box)

(hereinafter referred to as the "Applicant") requests water service be made available by Double Diamond Utilities Co. (hereinafter referred to as the "Supplier") to Lot  $\underline{32}$ , Section  $\underline{12}$ , of the  $\underline{11445}$  Subdivision.

Applicant agrees to pay Supplier a non-refindable water tap-on fee of \$400.00 (\$10.00 additional charge for faucet installation) prior to commencement of water service. Applicant further agrees to pay the Supplier a minimum of \$30.00 per month for 0 to 1,000 gallons of water. All water used in excess of 1,000 gallons will be billed at such costs as may be described in the applicable tariff approved by the Texas Natural Resource Conservation Commission. Usage fee must be paid upon receipt of the monthly statement.

Supplier agrees to install saddletap corporation stop, curb stop, 5/8" water meter and meter box ("Equipment") at the front of Applicant's lot within thirty (30) days of the date of this Application. Applicant agrees to have a licensed plumber install a service line from that point to Applicant's residence. The Equipment, is and remains the property of the Supplier, and any abuse of, or tampering with the Equipment, may result in immediate termination of water service.

Applicant grants Supplier access to the water tap and all supply lines for purpose of repair and readings. Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and acknowledges that Supplier may disconnect immediately, any connection or apparatus which, in Supplier's opinion, creates any unsafe or unsanitary condition or potentially creates such a condition. Unsafe and prohibited activities or conditions include, without limitation, (i) cross-connection between Supplier's water system and any private water well or system, (ii) pipe or pipe fittings installed by Applicant's plumber which contains more than 8.0% lead, (iii) use of solder or flux at any pipe connection which contains more than 0.2% lead, or (iv) any other activity prohibited by statute or ordinance and any abuse of, or tampering with the Equipment. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right to immediately terminate this Contract and discontinue service to Applicant until such condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$25.00, plus payment of any deliquent bills.

Applicant may not transfer any rights under this Contract without written consent of Supplier and payment of Supplier's transfer fee of \$25.00, payment of all previously accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied with in case of any rate or fee change.

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired

Tap-On Payment/Transfer Fee if applicable:

Amount \$

Date:

ire of/Applicant - Lot Owner

Double Diamond Utilities Co. Authorized Agent

# CCT-04-2007(THU) 10:14 THE CLIFFS RESORT

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INE LLIFFS RESURI (FAX)940 779 4560

Page 1 of 1

Mowles, Rue	ann Dannie: Acose anduice:
From:	Gibson, Pat
Sent:	Wednesday, September 26, 2007 4:42 PM
To:	Mowles, Rueann
Subject:	Water and Sewer Taps
Follow Up Flag	: Follow up
Due By:	Friday, September 28, 2007 9:00 AM
Flag Status:	Red

I went through all the work orders that I have and here are the ones that I have questions about. They either have paid both tap fees and aren't being charged anything or they have water but no sewer.

807123 810460 808147 80440 81238 808175 808175 808176 801148.149 801206 80728 801157 808204 80713 810205 80730 -80728	Gary Grossman Michael Mahan ? Brian Hirshman Darrin Gribble Jeff Margolese Sheila-Dixon David Davis Gregory Thomas Brad Oliver Brooks Worthington Mike Maayeh T.Douglas Oxford Barry Johnson Dustin Collett Brooks Worthington Brooks Worthington	pd taps not charging for either WATER - NO Sewer "WATER NO-Sewer complete 9-27 " NONE " Y WATER Complete 9-27 No Sewer " WATER and Sewer
801133	Stephen Jackson	pd taps 1-15-04 Are they building yet? Have not built
80163	Sharon Paris	pd taps 11-04-05 Are they building yet? Have not built

Thanks.

10/3/2007

Pat Gibson A/R Coordinator (214) 706-7809

812.40

WORK ORDER SSUM KINGDOM SECTION Water Department PROPERTY OWNER Roger Geer TELEPHONE 314-755-34 Area Code/Number MAILING ADDRESS 6445 Elm (ret Cou (Street or Route) Worth, Texas 7613 Amount Received \$ 685.00 Date Received 9-11-09 REMAINING PORTION TO BE COMPLETED BY INSTALLER Lot Diagram: (Draw Lot and Approximate Location of Meter) House TANK Mission Hills er Tap 19 Meter Serial Number 1145 Beginning Meter Reading 0000100 Name of Street Mission Hills -10 (Date Completed) Authorized Signature WHITE - RESORT YELLOW - COMPLETED PINK - HOME OFFICE

#### **Double Diamond Utilities Co.**

APPLICATION AND CONTRACT FOR WATER SERVICE 200 Date Telephone 214 755-3964 Name Address 452-218786 D.L. # SSN#

(Hereinafter referred to as the "Applicant") requests water service be made available by Double Diamond Utilities Co. (Hereinafter referred to as the "Supplier") to:

0	White Bluff	Lot	WB Subdivision	
b	The Cliffs	Lot <u>46</u>	Phase 12	
D	The Retreat	Lot	Block	Phase

Applicant agrees to pay Supplier a non-refundable water tap-on fee of \$675.00 (\$10.00 additional charge for faucet installation) prior to commencement of water service. Applicant further agrees to pay the Supplier a monthly usage fee according to the rates in the tariff on file and approved by the Texas Commission on Environmental Quality. Usage fee must be paid upon receipt of the monthly statement.

Supplier agrees to install saddletap corporation stop, curb stop, 5/8 inch water meter and meter box ("Equipment") at the front of Applicant's lot within 30 days of the date of this Application (construction progress permitting). Applicant agrees to have a licensed plumber install a service line from that point to Applicant's residence. The Equipment is and remains the property of Supplier, and any abuse of, or tampering with the Equipment, may result in immediate termination of water service.

Applicant grants Supplier access to the water tap and all supply lines for purpose of repair and readings. Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and acknowledges that Supplier may disconnect immediately, any connection or apparatus which, in Supplier's opinion, creates any unsafe or unsanitary condition or potentially creates such a condition. Unsafe and prohibited activities or conditions include, without limitation, (i) cross-connection between Supplier's water system and any private water well or system, (ii) pipe or pipe fittings installed by Applicant's plumber which contains more than 8.0% lead, (iii) use of solder or flux at any pipe connection which contains more than 0.2% lead, or (iv) any other activity prohibited by statute or ordinance and any abuse of, or tampering with the Equipment. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right to immediately terminate this Contract and discontinue service to Applicant until such connection is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$25.00, plus payment of any delinquent bills.

Applicant may not transfer any rights under this Contract without written consent of Supplier and payment of Supplier's transfer fee of \$25.00, payment of all previously accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. Mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied within case of any rate or fee change.

9-8-09 Ch#1024

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired: 9/11/09

b Signature of Applicant - Owner

Tap-On Payment/Transfer Fee Paid: Amount  $\frac{075.60}{10.00} + 10.00$ 

Date:

Double Diamond Utilities Co. - Authorized Agent

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### Gibson, Pat

From: Nunley, Bethany

Sent: Tuesday, April 06, 2010 9:00 AM

where the second descendences are provided and

To: Gibson, Pat

Subject: RE: 810..321 DDC House

810..321 DDC - The water was turned on a few weeks ago to fertilize, I'm not sure if they turned it off when they were done or left it on to water the lawn through the summer. I will find out today and get back to you.

810..340 DDC/Goode - The correct reading is 31160 leaving him with a usage of 4150 gallons. He did move out the last week in March

Add Alwer after March billing. 812..40 (Geer) and 807..34 (Hester) Gary asked that I let you know both of these properties now have sewer. I am faxing those completed work ofders over now.

Let me know if you need anything else and have a great day!

Thank you, Bethany Nunley The Cliffs Resort (940) 779-4557 receptionist@thecliffsresort.com

Udud 11-5-10

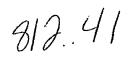
கலைகள் கார்கள் தல்லாக முதைக்கு கார்கள் கார்கள் கார்கள் கார்கள் கார்கள் கார்கள். கார்கள் கார்கள் கார்கள் கார்கள் கார்கள்

From: Gibson, Pat Sent: Monday, April 05, 2010 1:38 PM To: Nunley, Bethany Subject: 810..321 DDC House

I show this water is off and the meter sheet shows 960 gallons used. Will you have someone check this? Also, Roger Geer's account number is 812..40. You left it blank on the meters sheets. 810..340 that Corey Goode was living in had a 3160 reading for 0 usage but it looks like it should have been 31600 for 4590 gallons. He didn't move out until the end of the month. Let me know if that's right. Thanks.

Pat Gibson A/R Coordinator (214) 706-7809

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Double Diamor Water and Sewer Conne WB TR XI TC RC T Account No. 812.,41	ection Work Order	1 - 12 - 12
Customer Name Mancil Baccub Address 291 Mission Hills DC Development TC	Telephone 405 · 740 Lot No. 41 Date Service Requested (	Unit No. 12
LABOR	1	
Employee Name(s)	Regular Hours	Overtime Hours

**Total Hours** 

	UTILITIES EQU	IPMENT		
Equipment Used	Hours Used	Rate	Cost	
			<u> </u>  -	
		1		
		+		
Double Diana and a second	Total Hours		Total Cost	
Double Diamond Equipment Rates Backhoe = \$60 p		per hr.	Pickup Tru	ck = \$30 per hr.

	ENTAL EQUIPI	MENT		
Equipment Used		Hours Used	Rate	Cost
	-			
	Total Hours		Total Cash	
L	rotarnours		Total Cost	

Lot Diagram: Draw lot and approximate location of pump.

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	Grinder Pump In	formation	
Make	Model	Serial No.	
Na-las	Water Meter Inf		]
Make	Size	Meter No.	7
Upon com	pletion of this form immediately forw	ard a copy to the Home Office for review	]

Double Diamond Utilities Co.

APPLICATION AND CONTRACT FOR SEWER SERVICE

11/11 . 20/1 Date <u>MANCIL W BACUS</u>, Jetephone (405 740-6596 405 7495956 291 MISSION Hills Dr Address: 405 844-6300 <u>16145 N May</u> GTAFOLD, TY 76449 <u>Edmond</u>, DE 73013 Name Physical Address:

(Hereinafter referred to as the "Applicant") requests sewer service be made available by Double Diamond Utilities Co. (Hereinafter referred to as the "Supplier") to:

O	White Bluff	Lot	WB Subdivision	
o	The Cliffs	Lot 41	Phase XII	
٥	The Retreat	Lot	Block	Phase
o	Rock Creek	Lot	Block	Addition

Applicant agrees to pay Supplier a non-refundable sewer tap-on fee as approved by the Texas Commission on Environmental Quality (TCEQ) prior to commencement of sewer service. Applicant further agrees to pay the Supplier a monthly usage fee according to the rates in the tariff on file and approved by the TCEQ. Usage fees are due upon receipt of the monthly statement.

Prior to commencement of sewer service. Supplier agrees to install, at Supplier's expense, a submersible centrifugal wastewater grinder pump designed specifically for individual residential sewer applications, a holding tank, service lines from the sewer main to the holding tank, saddletrap, check and ball valve and control panel ("Equipment"). Applicant agrees to have a sewer line from Applicant's residence to the pump basin installed by a licensed plumber and to have the control panel wired into Applicant's electrical system by a licensed electrician within thirty (30) days after the pump is installed, or prior to occupancy of the residence, whichever occurs first. After installation, the Equipment is and remains the property of Supplier and any abuse of, or tampering with the Equipment in immediate termination of sever service.

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Mancil W

Date Service Desired: Apr. 2011

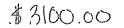
Tap-On Payment/Transfer Fee Paid:

Amount S

Date:

Double Diamond Utilities Co. - Authorized Agent

DDU Application for Service (Rev. July 7, 2011)



Double Diamond Utilities Co.

	APPLICATION AND CONTRACT FOR WAT	ER SERVICE	
Date	11 11 2014		
Name	MANCIL W BACCUSTElephone	405 740 6596	405 749 595-8
Physical Address:	291 MISSION Hills Dr Mailing Address:	16145 N YM	4058446300
	Gratold, N. 76449	Edmond, Or	13013

(Hereinafter referred to as the "Applicant") requests sewer service be made available by Double Diamond Utilities Co. (Hereinafter referred to as the "Supplier") to:

a	White Bluff	Lot	WB Subdivision	
۵	The Cliffs	Lot 41	Phase 711	
D	The Retreat	Lot	Block	Phase

Applicant agrees to pay Supplier a non-refundable water tap-on fee as approved by the Texas Commission on Environmental Quality (TCEQ) prior to commencement of water service. Applicant further agrees to pay the Supplier a monthly usage fee according to the rates in the tarilf on file and approved by the TCEQ. Usage fee must be paid upon receipt of the monthly statement.

Supplier agrees to install saddletap corporation stop, curb stop, 5/8 inch water meter and meter box ('Equipment') at the front of Applicant's lot within 30 days of the date of this Application (construction progress permitting). Applicant agrees to have a licensed plumber install a service time from that point to Applicant's residence. The Equipment is and remains the property of Supplier, and any abuse of, or tampering with the Equipment, may result in immediate termination of water service.

Applicant grants Supplier access to the water tap and all supply lines for purpose of repair and readings. Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's tot and Applicant agrees to allow such inspection and acknowledges that Supplier may disconnect immediately, any connection or apparatus which, in Supplier's opinion, creates any unsafe or unsanitary condition or potentially creates such a condition. Unsafe and prohibited activities or conditions include, without limitation, (i) cross-connection between Supplier's water system and any private water well or system, (ii) pipe or pipe fittings installed by Applicant's plumber which contains more than 8.0% lead, (iii) use of solder or flux at any pipe connection which contains more than 0.2% lead, or (iv) any other activity prohibited by statute or ordinance and any abuse of, or tampering with the Equipment. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right to immediately terminate this Contract and discontinue service to Applicant until such connection is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee as approved by the TCEQ, plus payment of any delinguent bills.

Applicant may not transfer any rights under this Contract without written consent of Supplier and payment of Supplier's transfer fee as approved by the TCEQ, payment of all previously accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees in accordance with its tariif on file with the TCEQ, currently ten (10) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees are subject to change to meet changes in cost of services. Any notice or other requirements of any applicable governmental authority will be complied with in case of any rate or fee change.

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Dale Service Desired: 1/2012

unill. ignature of Applicant - Owne

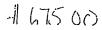
Tap-On Payment/Transfer Fee Paid:

Amount \$ \_\_\_\_

Dale: \_\_\_\_

Double Diamond Utilities Co. - Authorized Agent

DDU Application for Service (Rev. July 7, 2011)





THE CLIFFS • RESORT. POSSUM KINGDOM	FORWARDED TC DOUBLE DIAMON WORK ORDERIL 2 2001  LOT # 
Sewerage Department	
PROPERTY OWNER <u>Double Diamond</u> TELEPHON Construction	IE Area Code/Number
MAILING ADDRESS <u>10100 MONTH Central Exp</u> (Street or Route) <u>Dallas</u> , TX 75231	ressway, Ste. 400
Amount Received \$ Date Received	
REMAINING PORTION TO BE COMPLETED BY II	NSTALLER
Lot Diagram: (Draw Lot and Approximate Location of Pump)	
0 house	

Pump Serial Number

Name of Street Southern Hilts

8/12/0 (Date Completed)

Bill Authorized Signature

main line approx 21 deep

APPLICATION AND CONTRACT Spec House Lot 340, PI	TFOR SEWER SERVICE DOUBLE DIAMONE
Name: Dable Diamand Construction	Date: <u>1/24/9</u> , +9 <u>2201</u> 2001 Telephone: <u>214/706-9801</u>
Address: 10100 M. Central, Expressible, (Street, Route or P.O. Box) Sti. 400	<u>Dailas TX 75231</u> (City, State, Zip)

(hereinafter referred to as the "Applicant") requests sewer service be made available by Double Diamond Utility Co. (hereinafter referred to as the "Supplier") to Lot 340, of the flax: 500 Subdivision.

Applicant agrees to pay Supplier a non-refundable sewer tap-on fee of \$2,500.00 prior to commencement of sewer service. Applicant further agrees to pay the Supplier a \$28.00 monthly usage fee upon receipt of the monthly statement, or such amount as may be approved by the Texas Natural Resource Conservation Commission in the future.

Prior to commencement of sewer service, Supplier agrees to install, at Supplier's expense, a submersible centrifugal wastewater grinder pump designed specifically for individual residential sewer applications, a holding tank, service lines from the sewer main to the holding tank, saddletrap, check and ball valve and control panel ("Equipment"). Applicant agrees to have a sewer line from Applicant's residence to the pump basin installed by a licensed plumber and to have the control panel wired into Applicant's electrical system by a licensed electrician within thirty (30) days after the pump is installed, or prior to occupancy of the residence, whichever occurs first. After installation, the Equipment is and remains the property of the Supplier and any abuse of, or tampering with the Equipment, may result in immediate termination of sewer service.

The Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and to disconnect immediately any connection or apparatus which, in Supplier's reasonable discretion, creates any unsafe or unsanitary condition or potentially creates such a condition. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right, at its option, to immediately terminate this Contract and discontinue service to Applicant until such condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$20.00, plus payment of any delinquent bills.

Applicant may not transfer any rights under this Contract without the express written consent of Supplier and payment of Supplier's transfer fee of \$40.00, payment of any accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied with in case of any rate or fee change.

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired: Un Con un

Bell Ohi Signature of Applicant - Lot Owner

Tap-On Payment/Transfer Fee if applicable:

Amount \$ 2,500.

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

Double Diamond Utility Co. Authorized Agent

THE CLIFFS • RESORT. POSSUM KINGDOM Water Department	810340 DOUGLE DIAM WORK ORDER 2007 340 LOT # X SECTION
PROPERTY OWNER <u>Double Diamond</u> TELEPHONE	Area Code/Number
MAILING ADDRESS <u>10100</u> Morth Central Express (Street or Route) <i>Dallas</i> , TX 75231	Way Ste 400
Amount Received \$ Date Received	
REMAINING PORTION TO BE COMPLETED BY INS Lot Diagram: (Draw Lot and Approximate Location of Meter)	TALLER
meter HI 18" deep 10 HT / 18" deep 10 mon / 10 mon	
Meter Serial Number _16 630927	
Beginning Meter Reading	
Name of Street Southern Alills N	(Date Completed)

Authorized Signature

APPLICATION AND	CONTRACT FO	R WATER	SERVICE
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Spec House, Lot 3	1940, Phase 10 DOUBLE DIAMOND
Spece ,	Date: 1/2401 102001
Name: Double Diamond Construction	Date: <u>1/2401</u> <u>JAN 24</u> Telephone: <u>214/706-9807</u> <u>4</u> 2001
Address: 10100 M. Central Exnessivay. (Street, Route or P.O. Box) St. 400	<u>Oullus</u> , TX 75231 (City, State, Zip)

(hereinafter referred to as the "Applicant") requests water service be made available by Double Diamond Utility Co. (hereinafter referred to as the "Supplier") to Lot 340, of the <u>Phase X</u> Clicks Subdivision.

Applicant agrees to pay Supplier a non-refundable water tap-on fee of \$400.00 (\$10.00 additional charge for faucet installation) prior to commencement of water service. Applicant further agrees to pay the Supplier a minimum of \$32.50 per month for 0 to 1,000 gallons water per month. All water used in excess of 1,000 gallons will be billed at such costs as may be described in the applicable tariff approved by the Texas Natural Resource Conservation Commission. Usage fee must be paid upon receipt of the monthly statement.

Supplier agrees to install saddletap corporation stop, curb stop, 5/8" water meter and meter box ("Equipment") at the front of Applicant's lot within thirty (30) days of the date of this Application. Applicant agrees to have a licensed plumber install a service line from that point to Applicant's residence. The Equipment, is and remains the property of the Supplier, and any abuse of, or tampering with the Equipment, may result in immediate termination of water service.

Applicant grants Supplier access to the water tap and all supply lines for purpose of repair and readings. Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and acknowledges that Supplier may disconnect immediately, any connection or apparatus which, in Supplier's opinion, creates any unsafe or unsanitary condition or potentially creates such a condition. Unsafe and prohibited activities or conditions include, without limitation, (i) cross-connection between Supplier's water system and any private water well or system, (ii) pipe or pipe fittings installed by Applicant's plumber which contains more than 8.0% lead, (iii) use of solder or flux at any pipe connection which contains more than 0.2% lead, or (iv) any other activity prohibited by statute or ordinance and any abuse of, or tampering with the Equipment. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right to immediately terminate this Contract and discontinue service to Applicant until such condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$25.00, plus payment of any deliquent bills.

Applicant may not transfer any rights under this Contract without written consent of Supplier and payment of Supplier's transfer fee of \$25.00, payment of all previously accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied with in case of any rate or fee change.

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired: Unknown

Signature of Applicant - Lot Owner

Tap-On Payment/Transfer Fee if applicable:

Amount \$ 400.00

Date:

Double Diamond Utility Co. Authorized Agent

610.321

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THE CLIFFS ON POSSUM KINGDOM Sewerage Department	WORK ORDER WORK ORDER 32/ LOT # X SECTION
PROPERTY OWNER <u>DWWL Dimmed</u> TELEPHONE CONSTRUCTURE (Area CO MAILING ADDRESS <u>10100 M CIMPAN Markan Strand</u> (Street or Route) <u>Dallas, TK 75231</u> (City, State and Zip)	ode/Number) 400
Amount Received \$ Date Received	LER
Lot Diagram: (Dray Lot and Approximate Location of P Service (ine Jeen den t	'ump )
Pump Serial Number (Date Con Name of Street Southern Wills Court	$\frac{602}{100}$
Billy Ma	Signature

THE CLIFFS APPLICATION AND CONTRACT FOR SEWER SERVICE
Name(s): Devulle Diamond Construction Telephone #:
Address: 0100 MClentral Expressivery Station Dallas, TK 1523/ (Street, Route or P.O. Box) (City, State, Zip)

(hereinafter referred to as the "Applicant") requests sewer service be made available by Double Diamond Utilities Co. (hereinafter referred to as the "Supplier") to Lot 31, Section X, of the 31 Cuffor Subdivision.

Applicant agrees to pay Supplier a non-refundable sewer tap-on fee of \$2,500.00 prior to commencement of sewer service. Applicant further agrees to pay the Supplier a \$25.00 monthly usage fee upon receipt of the monthly statement, or such amount as may be approved by the Texas Natural Resource Conservation Commission in the future.

Prior to commencement of sewer service, Supplier agrees to install, at Supplier's expense, a submersible centrifugal wastewater grinder pump designed specifically for individual residential sewer applications, a holding tank, service lines from the sewer main to the holding tank, saddletrap, check and ball valve and control panel ("Equipment"). Applicant agrees to have a sewer line from Applicant's residence to the pump basin installed by a licensed plumber and to have the control panel wired into Applicant's electrical system by a licensed electrician within thirty (30) days after the pump is installed, or prior to occupancy of the residence, whichever occurs first. After installation, the Equipment is and remains the property of the Supplier and any abuse of, or tampering with the Equipment, may result in immediate termination of sewer service.

The Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and to disconnect immediately any connection or apparatus which, in Supplier's reasonable discretion, creates any unsafe or unsanitary condition or potentially creates such a condition. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right, at its option, to immediately terminate this Contract and discontinue service to Applicant until such condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$20.00, plus payment of any delinquent bills.

Applicant may not transfer any rights under this Contract without the express written consent of Supplier and payment of Supplier's transfer fee of \$40.00, payment of any accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governental authority will be complied with in case of any rate or fee change.

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired:

Tap-On Payment/Transfer Fee if applicable:

Amount \$\_\_\_\_\_

Date:

Double Diamond Utilities Co. Authorized Agent

Signature of Applicant - Lot Owner

### THE CLIFFS APPLICATION AND CONTRACT FOR WATER SERVICE

THE CLIFFS APPLICATION AND CONTRACT FOR WATER SERVICE	PULARDA V 2 A DIAMONO
Date: <u>5/15</u> , 20.02	* 2002 (10)
Name(s): DULLE Diamond Constructed phone #: 214/706-9801	
Address: 10100 MCENTral Gymenium, Dullis TX 15231	
(Street, Route or P.O. Box) (City, State, Zip)	

(hereinafter referred to as the "Applicant") requests water service be made available by Double Diamond Utilities Co. (hereinafter referred to as the "Supplier") to Lot 321, Section X, of the 310 Me (Maple Subdivision.

Applicant agrees to pay Supplier a non-refundable water tap-on fee of \$400.00 (\$10.00 additional charge for faucet installation) prior to commencement of water service. Applicant further agrees to pay the Supplier a minimum of \$30.00 per month for 0 to 1,000 gallons of water. All water used in excess of 1,000 gallons will be billed at such costs as may be described in the applicable tariff approved by the Texas Natural Resource Conservation Commission. Usage fee must be paid upon receipt of the monthly statement.

Supplier agrees to install saddletap corporation stop, curb stop, 5/8" water meter and meter box ("Equipment") at the front of Applicant's lot within thirty (30) days of the date of this Application. Applicant agrees to have a licensed plumber install a service line from that point to Applicant's residence. The Equipment, is and remains the property of the Supplier, and any abuse of, or tampering with the Equipment, may result in immediate termination of water service.

Applicant grants Supplier access to the water tap and all supply lines for purpose of repair and readings. Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and acknowledges that Supplier may disconnect immediately, any connection or apparatus which, in Supplier's opinion, creates any unsafe or unsanitary condition or potentially creates such a condition. Unsafe and prohibited activities or conditions include, without limitation, (i) cross-connection between Supplier's water system and any private water well or system, (ii) pipe or pipe fittings installed by Applicant's plumber which contains more than 8.0% lead, (iii) use of solder or flux at any pipe connection which contains more than 0.2% lead, or (iv) any other activity prohibited by statute or ordinance and any abuse of, or tampering with the Equipment. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right to immediately terminate this Contract and discontinue service to Applicant until such condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$25.00, plus payment of any deliquent bills.

Applicant may not transfer any rights under this Contract without written consent of Supplier and payment of Supplier's transfer fee of \$25.00, payment of all previously accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied with in case of any rate or fee change.

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired:

Tap-On Payment/Transfer Fee if applicable:

Amount \$\_\_\_\_\_

Date:

Signature of Applicant - Lot Owner

ALLI

Double Diamond Utilities Co. Authorized Agent

### THE CLIFFS APPLICATION AND CONTRACT FOR SEWER SERVICE

_	Date: <u>4-27</u> , 2008	BLE DIAD TO
Name(s): Janice M. Johanson	Telephone #: <u>940-779-2355</u>	~ 2, "MOND
Address: 10 Souther A Hills Ct.	Graford. TX. 76449	<002
(Street, Route or P.O. Box)	(City, State, Zip)	

(hereinafter referred to as the "Applicant") requests sewer service be made available by Double Diamond Utilities Co. (hereinafter referred to as the "Supplier") to Lot 321, Section X, of the 312 Giffs Subdivision.

Applicant agrees to pay Supplier a non-refundable sewer tap-on fee of \$2,500.00 prior to commencement of sewer service. Applicant further agrees to pay the Supplier a \$25.00 monthly usage fee upon receipt of the monthly statement, or such amount as may be approved by the Texas Natural Resource Conservation Commission in the future.

Prior to commencement of sewer service, Supplier agrees to install, at Supplier's expense, a submersible centrifugal wastewater grinder pump designed specifically for individual residential sewer applications, a holding tank, service lines from the sewer main to the holding tank, saddletrap, check and ball valve and control panel ("Equipment"). Applicant agrees to have a sewer line from Applicant's residence to the pump basin installed by a licensed plumber and to have the control panel wired into Applicant's electrical system by a licensed electrician within thirty (30) days after the pump is installed, or prior to occupancy of the residence, whichever occurs first. After installation, the Equipment is and remains the property of the Supplier and any abuse of, or tampering with the Equipment, may result in immediate termination of sewer service.

The Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and to disconnect immediately any connection or apparatus which, in Supplier's reasonable discretion, creates any unsafe or unsanitary condition or potentially creates such a condition. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right, at its option, to immediately terminate this Contract and discontinue service to Applicant until such condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$20.00, plus payment of any delinquent bills.

Applicant may not transfer any rights under this Contract without the express written consent of Supplier and payment of Supplier's transfer fee of \$40.00, payment of any accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied with in case of any rate or fee change.

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired:\_\_\_\_\_ Supt. 1, 2032\_\_\_\_\_ Tap-On Payment/Transfer Fee if applicable:

Amount \$ 4000 Date: Odd to bill

Signature of Applicant - Lot Owner

Double Diamond Utilities Co. Authorized Agent

	17-	
-68		MAY 24 2002 321
	E CLIFFS	MAY 2 MOND
	ESORT• JM KINGDOM	~ 2002 321
		LOI #
		<u>X</u> SECTION
Water I	Department	
PROPERTY OWNER DOUBLE DIM	e	Area Code/Number
MAILING ADDRESS <u>10100 M CP</u>	<u>n H7al Expus</u> eet or Route) 175231	1 way Ste 400
Amount Received \$	Date Receive	əd
REMAINING PORTION TO	BE COMPLETED	BY INSTALLER
Lot Diagram: (Draw Lot and Approximat	e Location of Mete	er)
we tour		main line appr. 18"-2' deed
GOODAL 12		
Meter Serial Number <u>9885み1.6</u> 2	At	
Beginning Meter Reading <u>0004 200</u>		1
Name of Street <u>Southern Hill</u>	S DR. Sou	46 5/15/02 (Date Completed)
	Billy	Martin

Authorized Signature

510. 248

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Jan. 12 2001 05:08PM P5

APPLICATION AND CONTRACT FOR SEWER SERVICE

Date:

FORWARDED TO DOUBLE DIAMOND 3 2001 1-15 972-403-113

Telephone: 75093 (City, State.

YCEL D

(hereinafter referred to as the "Applicant") requests sewer service be made available by Double Diamond Utility Co. (hereinafter referred to as the "Supplier") to Lot <u>268</u>, of the <u>10</u> Subdivision.

Applicant agrees to pay Supplier a non-refundable sewer tap on fee of 52,500.00 prior to commencement of sewer service. Applicant further agrees to pay the Supplier a \$28.00 monthly usage fee upon receipt of the monthly statement, or such amount as may be approved by the Texas Natural Resource Conservation Commission in the future.

Prior to commencement of sewer service, Supplier agrees to install, at Supplier's expense, a submersible centrifugal wastewater grinder pump designed specifically for individual residential sower applications, a holding tank, service lines from the sewer main to the holding tank, saddlettap, check and ball valve and control panel ("Equipment"). Applicant agrees to have a sewer line from Applicant's residence to the pump basin installed by a licensed plumber and to have the control panel wired into Applicant's electrical system by a licensed electrician within thirty (30) days after the pump is installed, or prior to occupancy of the residence, whichever occurs first. After installation, the Equipment is and remains the property of the Supplier and any abuse of, or tampering with the Equipment, may result in immediate termination of sewer service.

The Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and to disconnect immediately any connection or apparatus which, in Supplier's reasonable discontion, creates any unsafe or unsanitary conditions immediately, Supplier shall have the right, at its option, to immediately terminete this Contract and discontinue service to Applicant until such condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$20.00, plus payment of any delinquent bills.

Applicant may not transfer any rights under this Contract without the express written consent of Supplier and payment of Supplier's transfer fee of \$40.00, payment of any secreted charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. meil, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied with in case of any rate or fee change.

This Contract supersedes. voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired: 2/28 01

Tap-On Payment Transfer Fee if applicable:

Amount \$ 2,500 ~

Date: 1/2/00

0 Signature of Applicant - Lor Øwner

Double Diamond Utility Co. Authorized Agent

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	-T-	DOUBLE DIA UN 28 28 20
		WORK ORDER 28 20
Т		WORK ORDER
1	RESORT POSSUM KINGDOM	268
		LOT #
		SECTION
Sewe	erage Department	SECTION
PROPERTY OWNER <u>Albert</u>	J. BAZIS TELEPHO	NE <u>972 403-1131</u> Area Code/Number
MAILING ADDRESS 5961	Temple Dr.	
Plano	(Street or Route)	
Amount Received \$ _2500.0	Date Received	1/22/01
Ch# 1271	Dale Necelveu _	
	N TO BE COMPLETED BY	INSTALLER
Lot Diagram: (Draw Lot and Appro	oximate Location of Pump)	
-		
	Elec-	
1	- Fr	1. Nº
	0	Merin deel
Baltudsol		
Pump Serial Number		
DII.	1	
Name of Street <u>Baltruso</u>		6 - 22 - 01 (Date Completed)
	NAM	
	Billy Man	Trin
	Authorize	d Signature

FRC. I CLIFFS SALES OFFICE

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Jan. 12 2001 05:07PM P4 FORWARDED TO DOUBLE DIAMOND

APPLICATION AND CONTRACT FOR WATER SERVICE

'JAN 23 2001

Date: Telephone: 978-403-1 (Street, Route or P.O.

(hereinafter referred to as the "Applicant") requests water service be made available by Double Diamond Utility Co. (hereinafter referred to as the "Supplier") to Lot 2.68, of the <u>Cliffs 10</u> Subdivision.

Applicant agrees to pay Supplier a non-refundable water tap-on fee of \$400.00 (\$10.00 additional charge for faucet installation) prior to commencement of water service. Applicant further agrees to pay the Supplier a minimum of \$32.50 per month for 0 to 1,000 gallons water per month. All water used in excess of 1,000 gallons will be billed at such costs as may be described in the applicable tariff approved by the Texas Natural Resource Conservation Commission. Usage fee must be paid upon receipt of the monthly statement.

Supplier agrees to install saddletap corporation stop, curb stop, 5/8" water meter and meter box ("Equipment") at the front of Applicant's lot within thirty (30) days of the date of this Application. Applicant spaces to have a licensed plumber install a service line from that point to Applicant's residence. The Equipment, is and remains the property of the Supplier, and any abuse of, or tampering with the Equipment, may result in immediate termination of water service.

Applicant grants Supplier access to the water tap and all supply lines for purpose of repair and readings. Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and acknowledges that Supplier may disconnect immediately, any connection or apparatus which, in Supplier's opinion, creates any unsafe or unsanitary condition or potentially creates such a condition. Unsafe and prohibited activities or conditions include, without limitation, (i) cross-connection between Supplier's water system and any private water well or system, (ii) pipe or pipe fittings installed by Applicant's plumber which contains more than 8.0% lead, (iii) use of solder or flux at any pipe connection which contains more than 0.2% lead, or (iv) any other activity prohibited by statute or ordinance and any abuse of, or tampering with the Equipment. If Applicant fails to disconnect such contraction or to correct such conditions immediately, Supplier shall have the right to immediately terminate this Contract and discontinue service to Applicant until such condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$25,00, plus payment of any deliquent bills.

Applicant may not transfer any rights under this Contract without written consent of Supplier and payment of Supplier's transfer fee of \$25.00, payment of all previously accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied with in case of any rate or fee change.

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired: 208

Tap-On Payment/Transfer Fcc if applicable:

Amount S 400 00

Date: 1/2/00

Double Diamond Utility Co. Authorized Agent

BIO268 SIO268 SIO268 SOUBLE APR 18200 APR 18200 APR 18200 LOT # SECTION Water Department
PROPERTY OWNER Albert J. Bazistelephone 972/403-1131
MAILING ADDRESS 5961 Tem ple Dr. (Street or Route)
Plano, TX 75093
Amount Received \$ 400.00 Date Received 1/22/01
REMAINING PORTION TO BE COMPLETED BY INSTALLER
Lot Diagram: (Draw Lot and Approximate Location of Meter)
Dertas There to ad
Meter Serial Number / 6630924
Beginning Meter Reading
Name of Street Baltrusof 3/22/0/ (Date Completed) Richarcle Million Authorized Signature

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810..205

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#### THE CLIFFS WATER & SEWER: TRANSFER/ RECONNECT/ DISCONNECT FORM

THE CERTY P NEUDAL

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Date:12/5/07	
Account #:	Account Balance:
Name: DUSTIN COLLETT	Account Status:
Address: 40 BALTRUSOL CT.	GRAFOND, TX 76449
Section:	Lot: 205
RECONNECT:	DISCONNECT:
Reconnect Date: Reconnect Fee- \$25 Fee Paid By: check # Cash	Disconnect Date: Disconnect Fee- NO CHARGE
Reconnected By:	Disconnected By:
TRANSFER: Date Transfer Requested: 12/10/07 Date Transferred: Water-\$25.00 Sewer-\$40.00	-
Total Transfer Fee: \$ 65.00 Pd By Che	
Name Transferred To: STEVEN J. A	RMOND
Mailing Address: 710 EDWARD CT	Γ.
50071LAKE, Τχ Phone #: 817.421.4686	76042
Meter Reading:	
Date of Meter Reading:	
Veter Read By:	DEC 0 7 2007



LOT #

WORK ORDER

SECTION

### Sewerage Department

				<del>א ו⊐ - 200)</del> Area Code/Num	
MAILING ADDRESS	-216-12	aune			
	(Street	or Route) XCoCC	¥		
Amount Received \$	500.00	Date Rece	eved <u>q</u> -	13-00	· · · · · · · · · · · · · · · · · · ·
x* * * * *	¥	1 - 1 1	· · ·		

Lot Diagram: (Draw Lot and Approximate Location of Pump)

Pump Serial Number\_

Name of Street

(Date Completed)

Authorized Signature

WHITE - RESORT YELLOW - COMPLETED PINK - HOME OFFICE

RUM : FEDE	KINKOS	FAX NO.	:8177327026	May.	01 2006	11:17AM	P4
04/23/	06 20:19 8667	7589177	CHASE HAYDEN			PAGE	03/08
apr-:	-2006 13:16 From:		8175601324	To:Fax		P.4-	ġ.
	Å	17 PPLICATION AND CON	E CLIFFS . NTRACT FOR SEWER 5	ERVICE		6.2	
	Name(s);	4. Route ar P.O. Box)	Duto: 		20		
	Autorinsflor referred to an	48 - 16 d 19 141	awar service be made available	(City, State, Zig) a by Double Dia		ĸ	

Applicant agrees to pay Supplier a non-reliandable news tap-on too of \$2,500.00 prior to convocatement of sewer service. Applicant fluther agrees to pay the Supplier a \$25,00 monthly usage the upon receipt of the monthly white one time requirement as may be approved by the Trocas Natural Resource Conservation Commission in the

Prior to commencement of service, Supplier second to install, at Supplier's expense, a submersible contrifugal wastewater grinder pamp designed specifically for individual residential sower applications, a holding tank, survice lines from the sewer main to the bolding tank, suddictrap, chock and ball valve and control panel ("Equiponeat"). Applicant agrees to have a sewer line from Applicant's residence to the pump husin installed by a licensed plumbar and to have the control panel wired into Applicant's clearical system by a licensed electrician within thirty (30) days after the memp is installed, or prior to accupancy of the revisionce, whichever occurs first. After histellation, the Equiposent is and remains the property of the Supplier and any shuse of or tempering with the Equipment, may result in immediate terminution of sower service.

The Supplier shall have the excress right of inspecting, during reasonable hours, with or without notice, all dimiting or other connectious located on Applicant's lot and Applicant agrees in allow such inspection and to isconnect hunnedistely any connection or apparants which, in Supplier's requireble discretion, unstes any unsafe or manitury condition or potentially creates such a coadition. If Applicant fulls to decurrent such connection or to pricet such conditions immediately, Supplier shall have the right, at its option, to immediately terminale this contract and discontinue services to Applicant until such condition is corrected. Upon reconnection, Applicant shall e required to pay Sapplier's reconnection fee of \$20.00, plus payment of any delinquent bills.

Applicant may not transfer my rights under this Commet without the express written consert of Supplice al payment of Supplier's transfer the of \$40.00, payment of any scorued charges and execution by such transfered of a agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer these, mostive thirty (30) days after Supplier places in the U.S. mail, postage properd, addressed to the upplicant at the nove stated address, written notice of such cancellation. The rate and ices betein stated are subject to change to est changes in cost of services. Any notice of other requirements of noy applicable, povermental authority will be

This Contrast superscripti, witch, canonic and nutlifies suy prior understantings, correspondences, resentations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

ile Service Desired: 28 200 6

Signature of Applicant - Lot Owner

p-On Payment/Transfer Fee if applicable:

2 )ount S -----

1 te:

Double Diamond I hilities Co. Authorizad Agent

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Page 1 of 1

Mowles, Rue	ann pannie Prose anuice:
From:	Gibson, Pat
Sent:	Wednesday, September 26, 2007 4:42 PM
То:	Mowles, Rueann
Subject:	Water and Sewer Taps
Follow Up Flag	: Follow up
Due By:	Friday, September 28, 2007 9:00 AM
Flag Status:	Red

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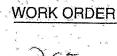
I went through all the work orders that I have and here are the ones that I have questions about. They either have paid both tap fees and aren't being charged anything or they have water but no sewer.

	810460     Micha       808147     Brian       80440     Darrin       81238     Jeff M       808175     Sheila       808176     David       808176     David       801148.149     Grege       801206     Brad       80728     Brooks M       808204     T.Dougl       80713     Barry Jo       80730     Brooks M	Collett " WATER and sever Vorthington " WATER ONly Vorthington " Jackson pd taps 1-15-04 Are they building vets Have not build
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Pat Gibson A/R Coordinator (214) 706-7809

10/3/2007







SECTION

#### Water Department

PROPERTY OWNER Dustin Colle 44 TELEPHONE 71-300-1028

MAILING ADDRESS 216 Woune

(Street or Route)

Filedo, TX TICLOS

Amount Received \$ 4116.60 Date Received 9-13-00

REMAINING PORTION TO BE COMPLETED BY INSTALLER

Lot Diagram: (Draw Lot and Approximate Location of Meter)

Meter Serial Number \_\_\_\_

Beginning Meter Reading

Name of Street

11-06 N

(Date Completed)

Authorized Signature

WHITE - RESORT

YELLOW - COMPLETED

PINK - HOME OFFICE

FROM : FEDE KINKOS

8175681324

CHASE HAYDEN

04/23/: 06 20:19 8667589177

APR-2 -2006 13:16 From:

TofFax

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P.3/9

THE CLI APPLICATION AND CONTRA	may CT FOR WATER SERVI	CE
Nouse(6): Destin Collett Address: 210 Wayne (Sirea, Rouse or P.O. Box)	Dato: Téléphone #: <u>AlectoX</u> (City,	202 00.7028 16.008 State, Zip)

(horeinafter referred to as the "Applicant") requests water service he made available by Double Diamond Utilities On (hereinafter referred to as the "Supplier") to Lot 205, Section 10, of the \_\_\_\_\_\_ Subdivision.

Applicant agrees to pay Supplier a non-refundable water top-on fee of \$400.00 (\$10.00 additional charge for faust installation) prior to consider control of water service. Applicant further agrees to pay the Supplier a minimum of \$50.00 per month for 0 ro 1,000 gallons of water. All water used in excess of 1,000 gallons will be billed at each costs as may be described in the applicable tariff approved by the Texas Natural Resource Conservation Commission. Usage fee must be peld upon receipt of the monthly statement.

Supplier agrees in install suddletap corporation stop, ourb stop, 3/8" water meter and meter box ("Equipment") at the front of Applicant's lot within thirty (30) days of the date of this Application. Applicant agrees i to have a licensed plumber install a service line from that point to Applicant's residence. The Equipment, is and remains the property of the Supplier, and any abuse of, or tempering with the Equipment, may result in immediate tempination of water service.

Applicant grants Supplier access to the water tap and all supply little for purpose of repair and readings. Supplier shall have the express right of inspecting, theing reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and acknowledges that Supplier may disconnect immediately, any connection or apparatus which, in Supplier's opinion, creates any unsufor meanitmy condition or potentially creates such a condition. Unsafe and probletted activities or conditions include, without limitation, (i) accessed on Applicant's plumber which can have system and any pivote water yeal or system, (ii) pipe or pipe fittings installed by Applicant's plumber which can are now than 8.0% lead, (iii) use of solder or the any pipe connections and any abuse of, or tampeting with the Equipment. If Applicant falls to disconated by Supplier shall have the right to immediately, Supplier shall have the right to immediately terminate this Contract and discontines service to Applicant will just condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection like of \$25,00, plus payment of any disliquent bills.

Applicant may not memorie any rights under this Contract without written consent of Supplier and payment of Supplier's transfer for of \$25.00, payment of all previously socued charges and execution by such transfere of an agreement to assume this Contract or execution of a new Application and Contract,

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer flees, effective thirty (30) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notices of such wancellution. The rate and fees herein stated are subject to change to meet changes in cost of acevies. Any notice of other requirements of any applicable, governmental authority will be complied with is case of any rate or for observe.

This Contract supersodes, voids, cancels and multifies any prior paderstandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

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Date Service Desired

Signature of Applicant - Lot Owner

Tap-On Payment/Transfer Fcc if applicable:

Amonos \$\_\_\_\_\_

Date:

Double Dlamond Utilities Co. Authorized Agent

810.274

WORK ORDER

274 LOT # X SECTION

#### Sewerage Department

THE CLIFFS

ON POSSUM KINGDOM

PROPERTY OWNER JAMes Smith TELEPHONE 940.328.1561 (Area Code/Number)
MAILING ADDRESS (Street or Route)
City, State and Zip)
Amount Received \$ 2500.00 Date Received 10/25/99 CK #1041
REMAINING PORTION TO BE COMPLETED BY INSTALLER
Lot Diagram: (Draw Lot and Approximate Location of Pump)
Pump Serial Number(Date Completed)
Name of Street Dala Mathe Billy Martin Authorized Signature

### APPLICATION AND CONTRACT FOR SEWER SERVICE

Name: _	James	8	Denna	- Smith
Address	. 1685	Bc	( 174 50 /	. <u>Dr.</u>
	(SI	reet, I	Route or P.O.	Box)

Date: Oct 25, 19 99 Craford Tx 76449 (Cirv. State, Zip)

(hereinafter referred to as the "Applicant") requests sewer service be made available by Double Diamond Utility Co. (hereinafter referred to as the "Supplier") to Lot 274, Section  $\chi$  of the <u>Cliffs</u> Subdivision.

Applicant agrees to pay Supplier a non-refundable sewer tap-on fee of \$2500.00 prior to commencement of sever service. Applicant further agrees to pay the Supplier a \$28:00 monthly usage fee upon receipt of the monthly statement. statement.

Prior to commencement of sewer service, Supplier agrees to install, at Supplier's expense, a submersible centrifugal wastewater grinder pump designed specifically for individual residential sewer applications, a holding tank, service lines from the sewer main to the holding tank, saddletrap, check and ball valve and control panel ("Equipment"). Applicant agrees to have a sewer line from Applicant's residence to the pump basin installed by a licensed plumber and to have the control panel wired into Applicant's electrical system by a licensed electrician within thirty (30) days after the pump is installed, or prior to occupancy of the residence, whichever occurs first. After installation, the Equipment shall become the property of the Applicant and must be maintained by the Applicant. Suppline

The Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and to disconnect immediately any connection or apparatus which, in Supplier's reasonable discretion, creates any unsafe or unsanitary condition or potentially creates such a condition. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right, at its option, to immediately terminate this Contract and discontinue service to Applicant until such condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$20.00, plus payment of any delinquent bills.

Applicant may not transfer any rights under this Contract without the express written consent of Supplier and payment of Supplier's transfer fee of \$40.00, payment of any accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied with in case of any rate or fee change.

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Signature of Applicant - Lot Owner

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Tap-On Payment/Transfer Fee if applicable:

Amount \$ 2500

Date Service Desired:\_\_

Date: 10-25-99

Double Diamond Utility Co. Authorized Agent

810.274

WORK ORDER



LOT #

SECTION

WATER DEPARTMENT

Water Department

PROPERTY OWNER James Smith TELEPHONE 40.3-8.1561 (Area Code/Number)

MAILING ADDRESS \_\_\_\_\_\_\_ (385 Full Hussel Drive (Street or Route)

(City, State and Zip)

Amount Received \$ 400.00 Date Received 10/35/14

REMAINING PORTION TO BE COMPLETED BY INSTALLER

Lot Diagram: (Draw Lot and Approximate Location of Meter)

Meter Serial Number \_\_\_\_\_ Beginning Meter Reading

Name of Street

(Date Completed)

Authorized Signature

#### APPLICATION AND CONTRACT FOR WATER SERVICE

Name:	James & Danna Smith
Address:	685 Beltrusel Dr. (Street, Route or P.O. Box)

Date: Oct 25, 19 99 Telephone: 940-328-1561 Dettos T+ 76999 Grafano T

(hereinafter referred to as the "Applicant") requests water service be made available by Double Diamond Utility Co. (hereinafter referred to as the "Supplier") to Lot  $\frac{274}{274}$ , Section  $\chi$  of the <u>Cliff</u> Subdivision.

Applicant agrees to pay Supplier a non-refundable water tap-on fee of \$350.00 (\$10.00 additional charge for faucet installation) prior to commencement of water service. Applicant further agrees to pay the Supplier a minimum of \$26.50 per month for 0 to 1,000 gallons per month. All water used in excess of 1,000 gallons will be billed at a cost of \$1.75 per 1,000 gallons, or prorated portion thereof. Usage fee must be paid upon receipt of the monthly statement.

Supplier agrees to install saddletap corporation stop, curb stop, 5/8" water meter and meter box ("Equipment") at the front of Applicant's lot within thirty (30) days of the date of this Application. Applicant agrees to have a licensed plumber install a service line from that point to Applicant's residence. The Equipment is and remains the property of the Supplier and any abuse of or tampering with the Equipment may result in immediate termination of service.

Applicant grants Supplier access to the water tap and all supply lines for purpose of repair and readings. Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and to disconnect immediately any connection or apparatus which, in Supplier's opinion, creates any unsafe or unsanitary condition or potentially creates such a condition. Unsafe and prohibited activities or conditions include, without limitation, (i) cross-connection between Supplier's water system and any private water well or system, (ii) pipe or pipe fittings installed by Applicant's plumber which contains more than 8.0% lead, (iii) use of solder or flux at any pipe connection which contains more than 0.2% lead, or (iv) any other activity prohibited by statute or ordinance and any abuse of, or tampering with the Equipment may result in immediate termination of service. If Applicant fails to disconnect such connection or to correct such conditions immediately, Supplier shall have the right to immediately terminate this Contract and discontinue service to Applicant until such condition is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee of \$25.00, plus payment of any deliquent bills.

Applicant may not transfer any rights under this Contract without written consent of Supplier and payment of Supplier's transfer fee of \$25.00, payment of all previously accrued charges and execution by such transferee of an agreement to assume this Contract or execution of a new Application and Contract.

The Supplier hereby retains the right to cancel this Contract for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. mail, postage prepaid, addressed to the applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in cost of services. Any notice of other requirements of any applicable, governmental authority will be complied with in case of any rate or fee change.

This Contract supersedes, voids, cancels and nullifies any prior understandings, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

Date Service Desired:

Signaphing of Applicant - Lot Owner

Tap-On Payment Transfer Fee if applicable:

Amount S 400 Date: 10-25-99

Double Diamond Utility Co. Authorized Agent

# **OVERSIZED MAP(S)**

MAPS 1 thru 10

## **To View**

## **OVERSIZED** Map

### Or

## **Documents**

## You can call CENTRAL RECORDS

### **Main Line**

## (512) 936-7180

#### EXHIBIT "A"

hp.1. Legul Dexig Jou frei Halt

TRACT ONE:

\* . \* i

#### Description - 254.69 Acre Tract

A.B.& H. Survey, No. 1, Abstract No. 10 A.B.& M. Survey, No. 2, Abstract No. 1816 A.B.& H. Survey No. 4, Abstract No. 1814 B.B.B.& C.R.R. Abstract No. 98

#### Palo Pinto County, Texas

A tract of land containing 254.69 acres, being within the A.B.& M. Survey No. 1, Abstract No. 10, the A.B.& M. Survey No. 2, Abstract No. 1816, the A.B.& M. Survey No. 4, Abstract No. 1814 and the B.B.B.& C.R.R. Survey, Abstract No. 98, and being a part of a tract of 1223.82 acres described in a deed recorded in Volume 420, Page 8 of the Deed Records of Palo Pinto County, and being more particularly described as follows:

Beginning at a copper rod found at the base of a fence corner as set by Mr. A.E. Price and described in a boundary line agreement recorded in Volume 417, Page 339 of the Deed Records of Palo Pinto County, and being by record 66 varas south of the south line of the A.B.& M. Survey No. 1, Abstract No. 10, and 3747 varas west of the east line of A.B.& M. Survey No. 4, Abstract No. 1814, and from which a spike driven in the center of an "X" in a 12" liveoak tree (Price's old witness) bears North 36 degrees 12 minutes 44 seconds East, 84.40 feet, a spike driven in the center of an "X" in a 12" dead elm tree (Price's old witness) bears South 09 degrees 11 minutes 08 seconds East, 45.85 feet, and a 3/8" iron rod bears North 12 degrees 25 minutes 15 seconds East, 21.18 feet;

THENCE with a line described in the aforesaid boundary line agreement followed generally with a fence, South 89 degrees 45 minutes 42 seconds East for a distance of 5878.24 feet to a 1/2" iron rod found in a fence being the southernmost S.W. corner of a tract of 839.083 acres described in a correction deed recorded in Volume 665, Page 442 of the Deed Records of Palo Pinto County;

THENCE with the west line of said 839.083 acre tract North 08 degrees 31 minutes 05 seconds East for a distance of 721.09 feet to a 1/2 inch iron rod found in place;

THENCE continuing with said west line North 07 degrees 25 minutes 26 seconds West for a distance of 249.97 feet to a 1/2" iron rod found in place;

THENCE continuing with said west line North 14 degrees 29 minutes 56 seconds West for a distance of 1127.32 feet to a 1/2" iron rod found at an interior corner of said 839.08 acre tract;

THENCE with a south line of said 839.08 acre tract, North 89 degrees 45 minutes 09 seconds West for a distance of 550.07 feet to a 1/2" iron rod found for a S.W. corner of said tract;

THENCE with a west line of said tract North 07 degrees 25 minutes 46 seconds West for a distance of 721.84 feet to a 1/2" iron rod found on the 1000 foot contour at the shoreline of Possum Kingdom Lake, from which an old 5/8" rod bears North 07 degrees 26 minutes West, 9.63 feet, and an old nail in an "X" in a rock bears North 03 degrees 59 minutes West, 10.20 feet;

THENCE with said 1000 foot contour South 81 degrees 40 minutes 45 seconds West for a distance of 1.75 feet to a 5/8" iron rod set for the N.E. corner of a 50 acre tract being the Neeley's Slough Subdivision from which an old 5/8" rod being the original N.E. corner and being found below the 1000 foot contour bears North 02 degrees 50 minutes East, 9.81 feet;

THENCE with the east line of said Neeley's Slough Subdivision South 02 degrees 50 minutes 03 seconds West for a distance of 594.97 feet to a 3/8" iron rod found about 2 feet S.W. of a utility pole f a corner of said Neeley' Blough;

THENCE South 75 degrees 15 minutes 47 seconds West for a distance of 840.28 feet to a 3/4" iron pipe found on the side of a canyon for a corner of said Neeley's Slough;

THENCE North 57 degrees 10 minutes 01 seconds West for a distance of 230.12 feet to a 1/2" iron pipe found about 2 feet east of a creek bed for a corner of said Neeley's Slough;

THENCE North 57 degrees 05 minutes 40 seconds West for a distance of 141.61 feet to a 5/8" iron rod found in a creek bed; THENCE North 71 degrees 59 minutes 23 seconds West for a

distance of 155.90 feet to a 5/8" iron rod set in the bed of a creek for a corner of Neeley's Slough;

THENCE South 88 degrees 19 minutes 03 seconds West for a distance of 119.62 feet to a 3/8" iron rod found in the bed of a creek for a corner of Neeley's Slough;

THENCE North 66 degrees 56 minutes 59 seconds West for a distance of 153.57 feet to a 5/8" iron rod found on the S.W. bank of a creek for a corner of Neeley's Slough;

THENCE North 23 degrees 22 minutes 46 seconds West for a distance of 140.39 feet to a 3/8" iron rod found in the bed of a creek about 2 feet S.W. of a rock ledge for a corner of Neeley's Slough;

THENCE North 57 degrees 42 minutes 06 seconds West for a distance of 116.23 feet to a 5/8" iron rod found about 2 feet N.W. of a large rock at the mouth of a creek on or near the 1000 foot contour at the shoreline of Possum Kingdom Lake, in the S.W. line of Neeley's Slough;

THENCE with the 1000 foot contour line along the shoreline of Possum Kingdom Lake the following calls:

South 50 degrees 08 minutes 00 seconds East for a distance of 22.32 feet to a 5/8" iron rod set;

South 19 degrees 13 minutes 00 seconds West for a distance of 8.17 feet to a 3/8" iron rod set;

North 62 degrees 04 minutes 36 seconds West for a distance of 49.09 feet to a 5/8" iron rod set;

North 75 degrees 49 minutes 09 seconds West for a distance of 140.09 feet to a 5/8" iron rod set;

North 80 degrees 22 minutes 28 seconds West for a distance of 59.84 feet to a small "X" in a rock;

South 08 degrees 55 minutes 38 seconds West for a distance of 57.09 feet to a 5/8" iron rod set; South 19 degrees 02 minutes 19 seconds West for a

distance of 116.27 feet to a 5/8" iron rod set;

South 18 degrees 17 minutes 34 seconds West for a

distance of 152.25 feet to a 5/8" iron rod and pile of stone set on said 1000 foot contour line for the N.E. corner of a 77.935 acre tract described in a deed recorded in Volume 622, Page 894 of the Deed Records of Palo Pinto County;

THENCE with the east line of said tract South 00 degrees 14 minutes 10 seconds West for a distance of 911.58 feet to a  $5/8^{-1}$  iron rod and pile of stone set for the S.E. corner of said tract from which a  $1/2^{-1}$  iron rod not accepted as representing the true corner location bears South 89 degrees 11 minutes West, 5.65 feet;

THENCE with a south line of said 77.935 acre tract, North 89 degrees 45 minutes 50 seconds West for a distance of 2040.61 feet to a 5/8" iron rod and pile of stone set near the top of a bluff; THENCE with a west line of said 77.935 acre tract North 00

degrees 14 minutes 10 seconds East for a distance of 400.00 feet to a 5/8" iron rod on the west bank of a creek;

THENCE North 89 degrees 45 minutes 50 seconds West for a distance of 300.00 feet to a 5/8" iron rod and stake set for the westernmost S.W. corner of said 77.935 acre tract;

THENCE with a west line of said tract North 00 degrees 14 minutes 10 seconds East for a distance of 1136.99 feet to a  $5/8^{-1}$  iron rod on the 1000 foot contour at the shoreline of Possum Kingdom Lake being the N.W. corner of said 77.935 acre tract;