

VICINITY MAP FOR STANLEY LAKE MUD

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**ATTACHMENT-F**  
**UPDATED CCN BOUNDARY MAP**





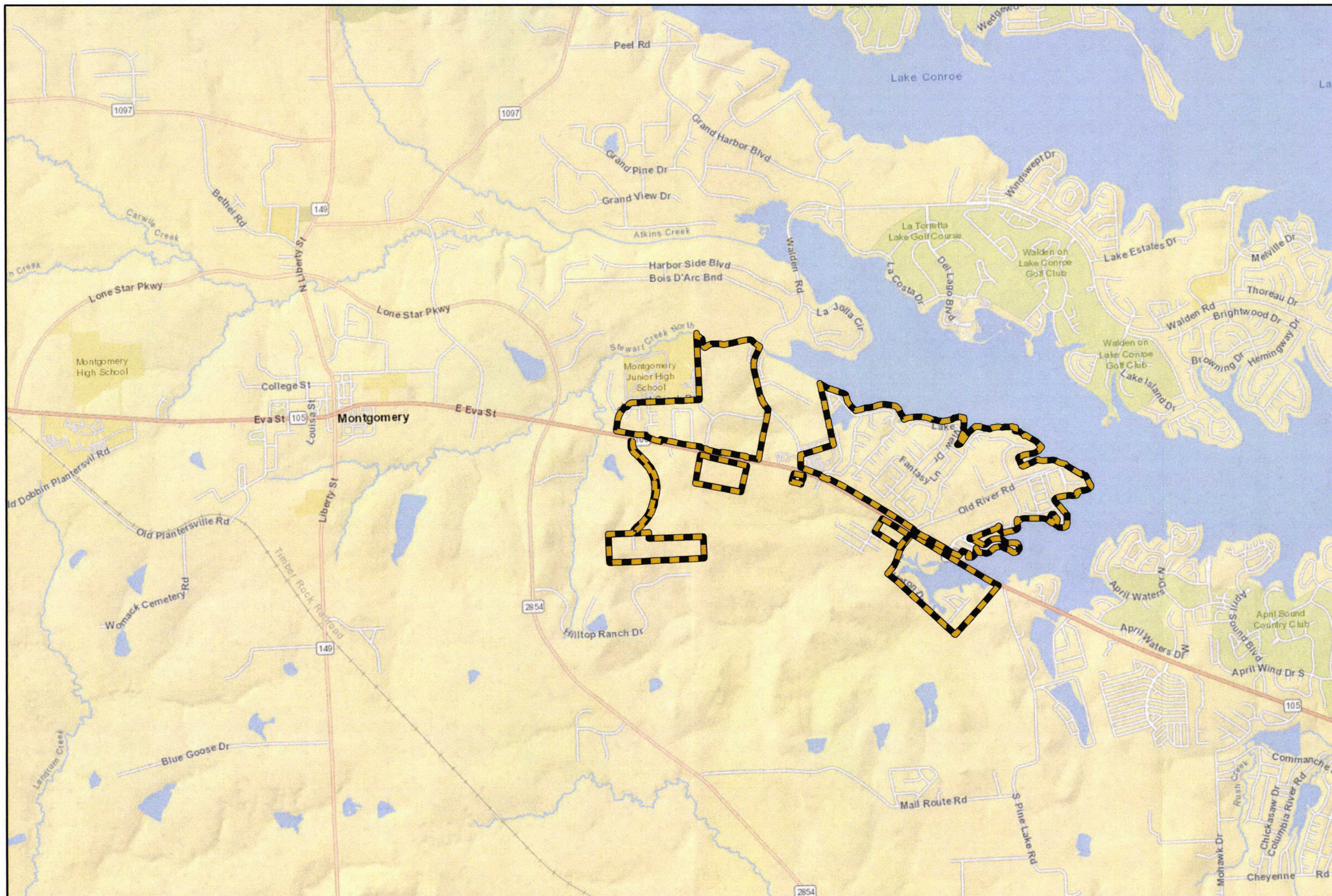






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0 2,900 5,800 Feet

Drawn by: DP

Date: 3-19-18

Projection:  
NAD83 TX State Plane 4203 US Ft.



**Stanley Lake MUD Sewer CCN #20483  
Large Scale Map**

**Stanley Lake MUD  
Montgomery County, Texas**









**ATTACHMENT-G**

**AGREEMENT BETWEEN STANLEY LAKE MUD & SC  
UTILITIES AND T&W WATER SERVICES**







NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **I. DESIGNATION OF SERVICE TERRITORY AND CUSTOMERS**

1.1 **District Territory.** The Parties agree that the District shall provide retail sewage treatment service to the Property and to all customers within the Property. The District shall provide retail sewage treatment service in accordance with the laws and rules of the State of Texas, including the Texas Public Utility Commission ("PUC") and the District's rules, tariffs, and policies, including its subdivision extension policies.

1.2 **SCU Territory.** The Parties agree that by virtue of this Agreement SCU shall be released of any obligation to provide sewage treatment service to the Property to the extent allowable pursuant to laws of the State of Texas.

## **II. PUC APPROVAL**

2.1 **Application for Approval.** The District agrees to prepare, file and prosecute at its sole expense all applications required for PUC approval of this Agreement.

2.2 **Assistance.** SCU agrees to cooperate and support in all respects, at its sole cost, all efforts by the District related to securing PUC approval of this Agreement.

2.3 **Interim Service.** Prior to PUC approval of this Agreement, SCU agrees that the District may provide retail sewage treatment service to the Property. To the extent that the laws of the State of Texas prohibit the provision of service by the District to the Property prior to the effective date of PUC approval of this Agreement, SCU agrees that the District may provide retail sewage treatment service to the Property on behalf of SCU and that the District may retain all revenues it receives in connection therewith as consideration of the costs and expenses incurred by the District in connection therewith.

## **III. MISCELLANEOUS**

3.1 **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and, will constitute one and the same instrument.

3.2 **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas. The Parties make no assertions or contentions under this Agreement which to their knowledge may be in conflict with said laws.

3.3 **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Parties. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.





3.4 **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

3.5 **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

3.6 **Waiver.** Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

3.7 **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized by all Parties.

3.8 **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

3.9 **Venue.** All obligations of the Parties are performable in Montgomery County, Texas and venue for any action arising hereunder will be in Montgomery County.

3.10 **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

3.11 **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

3.12 **Notice.** Any notice to either Party to this Agreement shall be deemed sufficient if delivered via First Class Mail, postage prepaid, to the following address:

If to District:

875 Lake View Drive  
Montgomery, Texas 77356

If to SCU:

12284 FM 3083 Rd.  
Conroe, Texas 77301

3.13 **Entire Agreement.** This Agreement, including the attached exhibit, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.



IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the date first set forth above.

**Stanley Lake Municipal Utility District**

By: Randy J. Zwart  
Name: Randy J. Zwart  
Title: President

**SC Utilities**

By: Patrick H. Avcoin  
Name: Patrick H. Avcoin  
Title: OWNER / PRESIDENT





# STANLEY LAKE MUNICIPAL UTILITY DISTRICT

AND

# T & W WATER SERVICE COMPANY

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This Agreement Regarding Water Service Territory (this "Agreement") is entered into as of 5th day of MARCH, 2018 (the "Effective Date"), by and between **Stanley Lake Municipal Utility District ("District")**, a conservation and reclamation district created and operating pursuant to Sections 49 and 54 of the Texas Water Code, and **T & W Water Service Company ("T&W")**, a Texas corporation, operating under Certificate of Convenience and Necessity No. 12892. The District and T&W are hereinafter collectively referred to as the "Parties."

## RECITALS

WHEREAS, Section 13.248 of the Texas Water Code authorizes retail public utilities to enter into contracts designating areas to be served and customers to be served by those retail public utilities:

WHEREAS, that certain real property containing all of Sunrise Ranch, Section 2 in the William Atkins Survey, A-3, Montgomery County, Texas, containing 6 restricted reserves of which is recorded in Cabinet P, Sheet 127, Montgomery County Map Records, and being more particularly described in Exhibit "A" attached hereto (the "Property"), is located within the certificated service territory of T & W;

WHEREAS, the District is providing retail water service to a customer within that portion of the Property located in the District's certificated service territory and has facilities in the area capable of providing retail water service to the remainder of the Property;

WHEREAS, the District has received multiple requests for water service within that portion of the Property currently located in T&W's certificated service territory, and the Board of Directors of the District has approved that the District may provide retail water service to the entirety of the Property; and

WHEREAS, the District and T&W desire to enter into this Agreement pursuant to Section 13.248 of the Water Code to specify that the District shall be the retail water service provider to the Property and to all customers located therein.



NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **I. DESIGNATION OF SERVICE TERRITORY AND CUSTOMERS**

1.1 **District Territory.** The Parties agree that the District shall provide retail water service to the Property and to all customers within the Property. The District shall provide retail water service in accordance with the laws and rules of the State of Texas, including the Texas Public Utility Commission ("PUC") and the District's rules, tariffs, and policies, including its subdivision extension policies.

1.2 **T&W Territory.** The Parties agree that by virtue of this Agreement T&W shall be released of any obligation to provide retail water service to the Property to the extent allowable pursuant to laws of the State of Texas.

## **II. PUC APPROVAL**

2.1 **Application for Approval.** The District agrees to prepare, file and prosecute at its sole expense all applications required for PUC approval of this Agreement.

2.2 **Assistance.** T&W agrees to cooperate and support in all respects, at its sole cost, all efforts by the District related to securing PUC approval of this Agreement.

2.3 **Interim Service.** Prior to PUC approval of this Agreement, T&W agrees that the District may provide retail water service to the Property. To the extent that the laws of the State of Texas prohibit the provision of service by the District to the Property prior to the effective date of PUC approval of this Agreement, T&W agrees that the District may provide retail water service to the Property on behalf of T&W and that the District may retain all revenues it receives in connection therewith as consideration of the costs and expenses incurred by the District in connection therewith.

## **III. MISCELLANEOUS**

3.1 **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and, will constitute one and the same instrument.

3.2 **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas. The Parties make no assertions or contentions under this Agreement which to their knowledge may be in conflict with said laws.

3.3 **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Parties. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.



3.4 **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

3.5 **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

3.6 **Waiver.** Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

3.7 **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized by all Parties.

3.8 **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

3.9 **Venue.** All obligations of the Parties are performable in Montgomery County, Texas and venue for any action arising hereunder will be in Montgomery County.

3.10 **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

3.11 **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

3.12 **Notice.** Any notice to either Party to this Agreement shall be deemed sufficient if delivered via First Class Mail, postage prepaid, to the following address:

If to District:

875 Lake View Drive  
Montgomery, Texas 77356

If to T&W:

12284 FM 3083 Rd.  
Conroe, Texas 77301

3.13 **Entire Agreement.** This Agreement, including the attached exhibit, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.





IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the date first set forth above.

**Stanley Lake Municipal Utility District**

By: Randy J. Hunt  
Name: Randy J. Hunt  
Title: President

**T&W Water Service Company**

By: R. Payne  
Name: R. Payne  
Title: President



EXHIBIT A

Description of Property



**ATTACHMENT-H**  
**METES & BOUNDS OF PROPOSED AREA**





November 1, 2017

BEING ALL OF SUNRISE RANCH SECTION 2 IN THE WILLIAM ATKINS SURVEY A-3, MONTGOMERY COUNTY, TEXAS, SAID SUNRISE RANCH SECTION 2 CONTAINING 6 RESTRICTED RESERVES OF WHICH IS RECORDED IN CABINET P, SHEET 127 MONTGOMERY COUNTY MAP RECORDS, SAID SUNRISE RANCH SECTION 2 BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING at the East corner of Restricted Reserve "A", Sunrise Ranch Section 2 in the South Right-of-Way line of Highway 105 West being the East corner of the herein described tract;

THENCE in a Southwesterly direction departing the South line of Highway 105 along the South line of Restricted Reserve "A" to the South corner of Restricted Reserve "A" for the South corner of the herein described tract;

THENCE in a Northeasterly direction along the back lot lines of Restricted Reserves "A" through "F" to the West corner of Restricted Reserve "F" in the South Right-of-Way line of Sunrise Ranch Drive, for the West corner of the herein described tract;

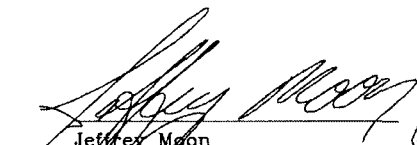
THENCE in a Northeasterly direction along the West line of Restricted Reserve "F" along the East line of Sunrise Ranch Drive to the North corner of Restricted Reserve "F" in the South Right-of-Way line of Highway 105 for the North corner of the herein described tract;

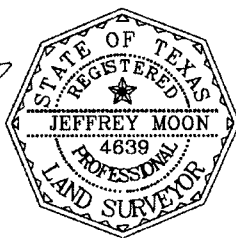
THENCE in a Southeasterly direction along the front lot lines of Restricted Reserves "F" down through "A" along the South Right-of-Way line of Highway 105 to the POINT OF BEGINNING and containing in all the complete area of Sunrise Ranch Section 2.

This description is based upon a Land Survey and drawing as prepared by Jeffrey Moon and Associates, Inc; dated November 1, 2017. Bearings are based upon the plat call East line Section 2.



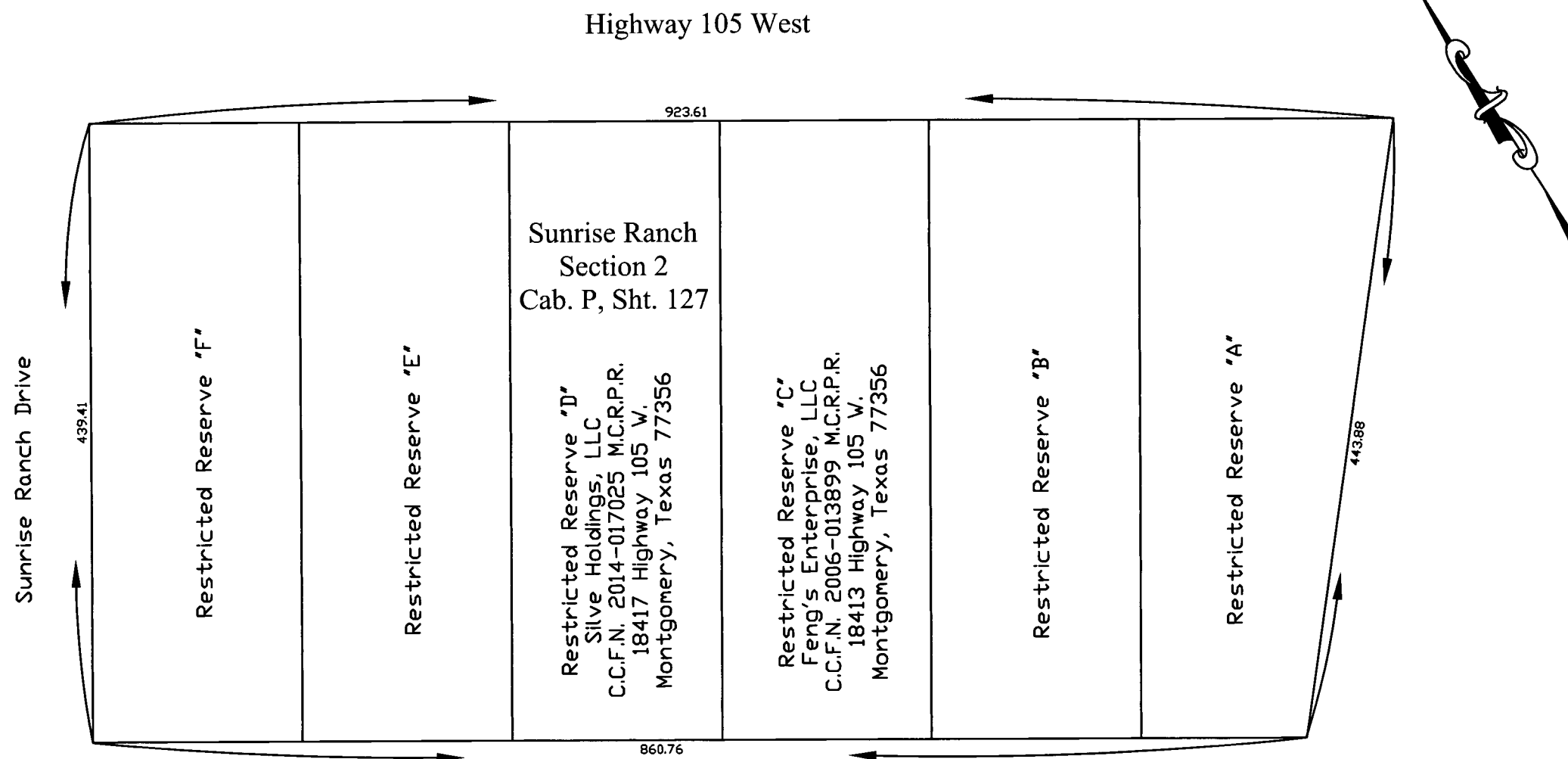


  
Jeffrey Moon  
Registered Professional  
Land Surveyor No. 4639



Stanley1





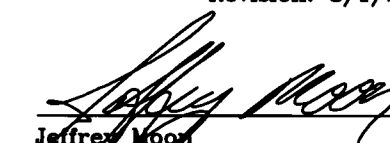
**DEED SKETCH**  
**SUNRISE RANCH SECTION 2, SUNRISE RANCH SECTION 3 AND 4.1386 ACRES**  
**IN THE WILLIAM ATKINS SURVEY, A-3**

MONTGOMERY COUNTY, TEXAS REF: \_\_\_\_\_ MAP RECORDS  
 Scale: 1" = 100' Date: November 1, 2017  
 Address: \_\_\_\_\_

To Stanley Lake M. U. D., Exclusively,

This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation of reconfiguration of the boundary of the political subdivision for which it was prepared.

Revision: 3/1/2018 to delete West parcels.

  
 Jeffrey Moon  
 Registered Professional  
 Land Surveyor No. 4639

GF# \_\_\_\_\_ File # 17-T-127 Book \_\_\_\_\_ Pg. \_\_\_\_\_  
 JEFFREY MOON & ASSOC., INC., P.O. Box 2501, Conroe, TX. 77305  
 T.B.P.L.S. Firm No. 10112200 (936) 756-5266 Fax (936) 756-5281

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