

Control Number: 48392



Item Number: 2

Addendum StartPage: 0

**Skelton | Slusher
Barnhill | Watkins | Wells**

PLLC
Attorneys at Law

RECEIVED

19 APR -4 AM 9:45

Timothy J. Karczewski
Direct Dial: 936.632.3130
Direct Fax: 936.632.6545
tkarczewski@skeltonslusher.com

PUBLIC UTILITY COMMISSION
FILING CLERK

April 1, 2019

VIA CMRRR NO. 7018 1130 0000 2641 4480

Public Utility Commission of Texas
Central Records
P.O. Box 13326
Austin, Texas 78711-3326

In re: PUC DOCKET #48392; Final Order, Ordering Paragraph #5,
page 6 of 6 PUC Docket No. 47424

To Whom It May Concern:

Included with this correspondence are documents required in the Final Order of PUC Docket No. 47424. Specifically, Ordering Paragraph #5 on Page 6 of 6 of the Final Order in PUC Docket No. 47424 requiring that certain documents be filed regarding the ownership of the wastewater treatment plant providing service under Certificate of Public Convenience and Necessity No. 20568.

Towards meeting that requirement you will find the following documents:

1. Certificate of Public Convenience and Necessity issued by the Public Utility Commission on November 21, 2016.
2. Substitute Trustee's Deed and Attachments of February 10, 2012 showing that Legend Bank, N.A. obtained certain property including the wastewater treatment plant providing service under Certificate of Public Convenience and Necessity No. 20568, at a Foreclosure Sale held in Angelina County, Texas on February 7, 2012.
3. A Special Warranty Deed and Attachments conveying the property obtained, by Legend Bank, N.A. in the February 7, 2012 Foreclosure Sale, to OREAL, Inc.
4. A revised Tariff showing OREAL, Inc. as the Utility Name.

PUC Chief Clerk
April 1, 2019
Page Two

In both the Substitute Trustee's Deed and the Special Warranty Deed, the property containing the wastewater treatment plant is described in "Tract Four" of the Attachments to the respective documents.

We trust that this will resolve this matter. If we can be of further assistance, don't hesitate to contact us.

Very truly yours,


Timothy J. Karczewski

TJK/rc

ND: 4848-3013-0826, v. 1

Enclosures



Public Utility Commission Of Texas

By These Presents Be It Known To All That

Legend Bank, Inc.

having obtained certification to provide sewer utility service for the convenience and necessity of the public, and it having been determined by this Commission that the public convenience and necessity would in fact be advanced by the provision of such service, Legend Bank Inc., is entitled to this

Certificate of Convenience and Necessity No. 20568

to provide continuous and adequate sewer utility service to that service area or those service areas in Angelina County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Docket No. 45620 are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of the Legend Bank, Inc., to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this 21st day of September 2016.

Angelina County
Jo Ann Chastain
County Clerk
Lufkin, Texas 75901



70 2012 00289244

Instrument Number: 2012-00289244

As

Recorded On: February 15, 2012

RECORDINGS

Parties: FALSONE JOE (SUBSTITUTE TRUSTEE)

Billable Pages: 7

To LEGEND BANK NA

Number of Pages: 8

Comment: SUBSTITUTE TRUSTEES DEED

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

RECORDINGS	40.00
Total Recording:	40.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-00289244

Receipt Number: 213548

Recorded Date/Time: February 15, 2012 03:10:49P

User / Station: L Toll - Cashiering Workstation 1

Record and Return To:

GIBSON, DAVENPORT & ANDERSON

ATTN: SHANNON SHARER

807 8TH ST, 8TH FLOOR

WICHITA FALLAS TX 76301



STATE OF TEXAS
COUNTY OF ANGELINA
I hereby certify that this instrument was FILED on the date and
at the time stamped hereon by me and was duly RECORDED in
the Official Records of Angelina County, Texas.

JoAnn Chastain

JoAnn Chastain, County Clerk, Angelina County, Texas

Substitute Trustee's Deed

Date: February 7, 2012

Substitute Trustee: Joe Falsone

Note:

Date: July, 30, 2008

Original Principal: \$160,000.00

Lender: Legend Bank, N.A.

Maker: Lee Goodman, Carolyn Goodman, and Lee Goodman as of
the Moffett Twin Oaks Mobile Home Property Trust

Maturity: July 30, 2013

Deed of Trust:

Date: July 30, 2008

Grantor: Lee Goodman, Carolyn Goodman, and Lee Goodman as of
the Moffett Twin Oaks Mobile Home Property Trust

Lender: Legend Bank, N.A.

Recording Information

For Deed of Trust: Instrument Number 2008-00246844, Official Public
Records of Angelina County, Texas.

Property:

Those lands located in Angelina County, Texas, and being more particularly described on
Exhibit A attached hereto and made a part hereof.

Date of Sale: February 7, 2012

Time of Sale: 1:34 o'clock p.m.

Place of Sale: Angelina County Courthouse Annex, 606 East Lufkin Avenue, Lufkin, Texas, 75902

Buyer: Legend Bank, N.A.

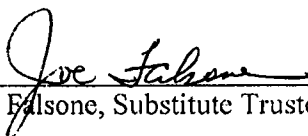
Buyer's Mailing Address: P.O. Box 1081, Bowie, Texas 76230

Amount of Sale: \$147,971.80

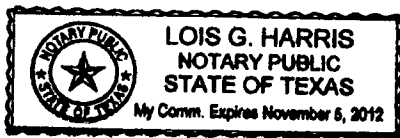
Grantor has defaulted in performing the obligations of the Deed of Trust. Holder of the Note has directed Trustee to enforce the trust.

Notices stating the time, place, and terms of sale of the Property were posted and filed and Lender either personally or by agent served notice of the sale to each debtor, as required by the Texas Property Code. In accordance with that statute and the Deed of Trust, Substitute Trustee sold the property to Buyer, who was the highest bidder at the public auction, for the Amount of Sale. The sale was made on the Date of Sale, began at the Time of Sale, and was concluded by 4:00 o'clock p.m.

Substitute Trustee, subject to any prior liens and other exceptions to conveyance and warranty in the Deed of Trust and for the Amount of Sale paid by Buyer as consideration, grants, sells, and conveys the Property to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever. Substitute Trustee binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Buyer and Buyer's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the prior liens and other exceptions to conveyance and warranty in the Deed of Trust.


Joe Falsone, Substitute Trustee

SIGNED under oath before me on February 10, 2012.





Notary Public In and For
The State of Texas

EXHIBIT "A"

TRACT ONE:

Being L&M's 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, and all lots being in the Mathis Tract, L&M's, in Angelina County, Texas, as the same appears upon the official map or plat of record in Exhibit A, Book 148-B and 149-A of the Map and Plat Records of Angelina County, Texas.

TRACT TWO:

Being 400 acres, more or less, out of the John Brown Survey, Abstract No. 221, Angelina County, Texas. See Exhibit "A", attached hereto and made a part of.

TRACT THREE:

Being 400 acres, more or less, out of the John Brown Survey, Abstract No. 221, Angelina County, Texas, and about 0.50 acres, more or less. See Exhibit "A", attached hereto and made a part of.

TRACT FOUR:

Being 0.50 acres, more or less, out of the John Brown Survey, Abstract No. 221, Angelina County, Texas. See Exhibit "A", attached hereto and made a part of.

EXHIBIT "A"**Tract Two:****TRACT 13 - 4.914 ACRE TRACT 11.**

KNOW all that certain tract or parcel of land lying and situated in Angelina County, Texas out of the JACK INMAN SURVEY, SECTION NO. 311 and being a part or portion of that certain 86.4 acre tract described in a deed from DeWard Callaway to Callaway and Seville, Inc., dated March 11, 1973 and recorded in Volume 388, on Page 345 of the Deed Records of Angelina County, Texas to which reference is hereby made for all purposes and the said part or portion being described by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of that certain 8.78 acre tract described in a deed from Callaway and Seville, Inc. to Jack Alexander, dated February 19, 1978 and recorded in Volume 485, on Page 885 of the Deed Records of Angelina County, Texas, a 1" iron pin for corner in the center of the Dixie Gulf Pipeline and on the most Northern North boundary line of the aforesaid referred to 98.4 acre tract;

THENCE S 10° 33' 00" W, with the West boundary line of the said 8.78 acre tract and the center of the said Pipeline, at 374.01 feet a 1" iron pin for corner, same being the Northeast corner of a 3.000 acre tract;

THENCE N 85° 36' 31" W, with the North boundary line of the said 3.000 acre tract, at 373.88 feet the Northwest corner of same, a 1" iron pin for corner, same being the Northeast corner of a 1.508 acre tract;

THENCE N 89° 50' 48" W, with the North boundary line of the said 1.508 acre tract 184.38 feet the Northwest corner of same, a 1" iron pin for corner, same being Northeast corner of Lot 114 of the Moffett Twin Oaks Addition, the plat of which is of record in Cabinet A, Slide 148A and 148B of the Map or Plat Records of Angelina County, Texas;

THENCE N 5° 12' 05" E, with the East boundary line of Lots 114, 115, 116, 117 and Lot 118 of the said Addition, at 373.26 feet the Northeast corner of the said Lot 118, 1" iron pin for corner on the most Northern North boundary line of the said 98.4 acre tract;

THENCE S 83° 11' 00" E, with the most Northern North boundary line of the said 98.4 acre tract, at 396.09 feet the point and place of beginning and containing 4.904 acres of land, more or less.

EXHIBIT "A"**Tract Three:****TRACT 14-3 - 4.042 ACRES TRACT 11**

BEING all that certain tract or parcel of land lying and situated in Angelina County, Texas out of the JOHN EVANS SURVEY, ARRESTED NO. 111 and being a part or portion of that certain 95.4 acre tract described in a deed from Richmond Callaway to Callaway and Seville, Inc., dated March 11, 1973 and recorded in Volume 398, on Page 343 of the Deed Records of Angelina County, Texas to which reference is hereby made for all purposes and the said part or portion being described by notes and bounds as follows, to-wit:

Beginning at the Northwest corner of Lot 146 and the Northwest corner of Lot 145 of the Moffett Twin Oaks Addition, the plat of which is recorded in Cabinet A, Slide 142a and 142b of the Map or Plat Records of Angelina County, Texas, a 1" iron pin for corner;

THENCE N 74° 21' 35" W, with the North boundary line of Lot 145 and Lot 144 of the said Addition, at 327.37 feet the Northwest corner of the said Lot 144, a 1" iron pipe for corner;

THENCE N 15° 57' 35" E; at 188.34 feet the Southwest corner of a 5.78 acre tract described in a Deed from Callaway and Seville, Inc. to Jack Alexander, dated February 19, 1973 and recorded in Volume 485, on Page 685 of the Deed Records of Angelina County, Texas, a 1" iron pin for corner in the center of the Dixie Gulf Pipeline;

THENCE S 89° 11' 00" E, with the South boundary line of the said 5.78 acre tract and the South boundary line of a 2.000 acre tract described in a Deed from Callaway and Seville, Inc. to Leon Willman, dated August, 1976 and recorded in Volume 480, on Page 642 of the Deed Records of Angelina County, Texas, at 387.80 feet past on line the Southeast corner of the said 5.78 acre tract and the Southwest corner of the said 2.000 acre tract, at 611.80 feet the Southeast corner of the said 2.000 acre tract, a 1" iron pin for corner on the most Northern East boundary line of the aforesaid referred to 95.4 acre tract;

THENCE S 1° 10' 00" E (called S 4° E), with the most Northern East boundary line of the said 95.4 acre tract, at 360.23 feet, a 1" iron pin for corner;

THENCE N 74° 21' 35" W, in part with the North boundary line of Lots 145, 146, 147 and the said Lot 144, at 473.78 feet the point and place of beginning and containing 4.042 acres of land, more or less,

EXHIBIT "A"**Save and Except**

FIELD NOTES FOR ANGELINA ESTATES
 0.50 ACRE TRACT ADJACENT ESTATES, SEVEN PLAT
 IN WOLFELT, JOHN GANS SUPERVISION

BEING all that certain tract or parcel of land lying and situated in Angelina County, Texas and of the JOHN EVANS SURVEY, ABSTRACT NO. 221 and being a part or portion of that certain 95.4 acre tract described in a deed from Bernard Callaway to Callaway and Saville, Inc., dated March 21, 1978 and recorded in Volume 398, at Page 365 of the Old Records of Angelina County, Texas to which reference is hereby made for all purposes and the said part or portion being described by notes and bounds as follows:

BEGINNING at the Southeast corner of that certain 2.000 acre tract described in a deed from Callaway and Saville, Inc. to Leon Tillman, dated August, 1978 and recorded in Volume 400, at Page 642 of the Deed Records of Angelina County, Texas, a 1/2" iron pin found for corner on the west Northern East boundary line of the aforesaid referred to 95.4 acre tract;

THENCE S 70° 30' 00" E, with the west Northern East boundary line of the said 95.4 acre tract, at 147.88 feet a 1/2" iron pin set for corner;

THENCE N 89° 11' 00" E, at 150.06 feet a 1/2" iron pin set for corner;

THENCE N 02° 48' 40" E, at 147.88 feet intersect the south boundary line of the said 2.000 acre tract, a 1/2" iron pin set for corner;

THENCE S 89° 11' 00" E, with the South boundary line of the said 2.000 acre tract, at 148.08 feet the point and place of beginning and containing 0.50 acre of land, more or less.

EXHIBIT "A"

Tract Four:

BEING all that certain tract or parcel of land lying and situated in Angelina County, Texas out of the JOSE EVANS SURVEY, ABSTRACT NO. 221 and being a part or portion of that certain 88.4 acre tract described in a deed from Bernard Callaway to Callaway and Seville, Inc., dated March 21, 1973 and recorded in Volume 388, on Page 345 of the Deed Records of Angelina County, Texas to which reference is hereby made for all purposes and the said part or portion being described by meter and bounds as follows, to-wit:

BEGINNING at the Southwest corner of that certain 2,000 acre tract described in a deed from Callaway and Seville, Inc. to Leon Tillman, dated August, 1978 and recorded in Volume 480, on Page 612 of the Deed Records of Angelina County, Texas, a 1/2" iron pin found for corner on the most Northern East boundary line of the aforesaid referred to 88.4 acre tract;

THENCE S 10° 10' 00" E, with the most Northern East boundary line of the said 88.4 acre tract, at 147.88 feet a 1/2" iron pin set for corner;

THENCE N 88° 11' 30" W, at 130.05 feet a 1/2" iron pin set for corner;

THENCE N 00° 45' 45" E, at 147.59 feet intersect the South boundary line of the said 2,000 acre tract, a 1/2" iron pin set for corner;

THENCE S 88° 11' 00" E, with the South boundary line of the said 2,000 acre tract, at 145.08 feet the point and place of beginning and containing 0.50 acre of land, more or less.



Angelina County
Jo Ann Chastain
County Clerk
Lufkin, Texas 75901

70 2013 00301834

Instrument Number: 2013-00301834

As

Recorded On: February 13, 2013

RECORDINGS

Parties: LEGEND BANK NA

Billable Pages: 7

To OREAL INC

Number of Pages: 8

Comment: WARRANTY DEED

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

RECORDINGS	40.00
Total Recording:	40.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2013-00301834

Receipt Number: 230975

Recorded Date/Time: February 13, 2013 04:16:16P

User / Station: D Massey - Cashiering Workstation 3

Record and Return To:

GIBSON DAVENPORT ANDERSON ATTORNEY AT L/

ATTN: SHANNON SHARER

3711 MAPLEWOOD AVE STE 200

WICHITA FALLS TX 76308



STATE OF TEXAS
COUNTY OF ANGELINA
I hereby certify that this instrument was FILED on the date and
at the time stamped hereon by me and was duly RECORDED in
the Official Records of Angelina County, Texas.

JoAnn Chastain

JoAnn Chastain, County Clerk, Angelina County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ANGELINA)

GRANTOR: Legend Bank, N.A., a national banking association

GRANTEE: OREAL, Inc., a Texas corporation
 P.O. Box 1081
 Bowie, Texas 76230

PROPERTY: That certain real property located in Angelina County, Texas, described on Exhibit "A" attached hereto and fully referenced and incorporated herein for all purposes, being the same property conveyed to Legend Bank, N.A. by Substitute Trustee's Deed dated February 10, 2012 and recorded at Instrument Number 2012-00289244, Official Public Records of Angelina County, Texas.

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by Grantee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantee, the Property, TO HAVE AND TO HOLD said Property unto Grantee, its successors and assigns forever.

Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, and except as to the following matters (the "**Permitted Exceptions**"): validly existing easements, rights-of-ways, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions and water interests outstanding, all presently recorded and validly existing oil and gas leases and mineral interests outstanding, and all other instruments, other than the conveyance of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and all prior grants or reservations of any oil, gas and other minerals in, on, under or that may be produced from the Property.

{GDA File: 00368348.DOC}

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE PROPERTY IS CONVEYED "AS IS, WHERE IS, WITH ALL FAULTS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (II) THE INCOME TO BE DERIVED FROM THE PROPERTY, (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY INTEND TO CONDUCT THEREON, (IV) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, (V) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY, AND (VI) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY.

GRANTEE HEREBY FULLY AND FINALLY RELEASES, ACQUITS, AND FOREVER DISCHARGES GRANTOR (AND GRANTOR'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES) FROM, AND GRANTEE FURTHER COVENANTS NOT TO ASSERT IN ANY MANNER AGAINST GRANTOR (OR ANY OF GRANTOR'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES), ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR DAMAGES HELD BY GRANTEE AGAINST GRANTOR, AND/OR ANY SUITS, DEMANDS, ACTIONS, CAUSES OF ACTION, CHARGES OR GRIEVANCES OF ANY KIND OR CHARACTER WHATSOEVER, HERETOFORE OR HEREAFTER ACCRUING FOR OR BECAUSE OF ANY MATTER DONE, OMITTED OR SUFFERED TO BE DONE BY ANY SUCH PARTY, WHETHER KNOWN OR UNKNOWN, AND IN ANY MANNER (WHETHER DIRECTLY OR INDIRECTLY) ARISING FROM OR RELATED TO THIS DEED OR THE PROPERTY.

To facilitate execution, this Deed may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single document.

[SIGNATURE PAGES TO FOLLOW]

GRANTOR:
LEGEND BANK, N.A.

By: Mickey Faulconer
Mickey Faulconer, CEO

ACCEPTED AND AGREED:
GRANTEE:
OREAL, INC.

By: Jay Bearden
Jay Bearden, President

THE STATE OF TEXAS

COUNTY OF Montague

This instrument was acknowledged before me on this 8 day of February, 2013 by Mickey Faulconer, CEO of Legend Bank, N.A.



Kristin Thomas
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF Montague

This instrument was acknowledged before me on this 8 day of February, 2013 by Jay Bearden, President of OREAL, Inc.



Kristin Thomas
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
OREAL, Inc.
P.O. Box 1081
Bowie, Texas 76230

{GDA File: 00368348.DOC}

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

TRACT ONE:

Lot Numbers 24, 31, 33, 35, 39, 56, 57, 63, 64, 65, 66, 86, 87, 114, 115, 116, 117, 118, 138, 141, 142, 143, 153, 154, 164, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 181, 182, 183, 184, 185 and 189, and all lots being in the MOFFETT TWIN OAKS ADDITION, a subdivision in Angelina County, Texas, as the same appears upon the official map or plat of record in Cabinet A, Slide 148-B and 149-A of the Map and Plat Records of Angelina County, Texas.

TRACT TWO:

Being 4.904 acres, more or less, out of the John Evans Survey, Abstract No. 221, Angelina County, Texas, more particularly described as follows:

BEING all that certain tract or parcel of land lying and situated in Angelina County, Texas out of the JOHN EVANS SURVEY, ABSTRACT NO. 221 and being a part or portion of that certain 96.4 acre tract described in a Deed from Bernard Callaway to Callaway and Seville, Inc., dated March 21, 1973 and recorded in Volume 398, on Page 345 of the Deed Records of Angelina County, Texas to which reference is hereby made for all purposes and the said part or portion being described by metes and bounds as follows, to-wit:

BEGINNING at the Northwest Corner of that certain 5.76 acre tract described in a Deed from Callaway and Seville, Inc. to Jack Alexander, dated February 19, 1979 and recorded in Volume 485, on Page 686 of the Deed Records of Angelina County, Texas, a ½" iron pin for corner in the center of the Dixie Gulf Pipeline and on the most Northern North boundary line of the aforesaid referred to 96.4 acre tract;

THENCE S 10° 55' 00" W, with the West boundary line of the said 5.76 acre tract and the center of the said Pipeline, at 374.01 feet a ½" iron pin for corner, same being the Northeast corner of a 3.000 acre tract;

THENCE N 89° 26' 52" W, with the North boundary line of the said 3.000 acre tract, at 375.88 feet the Northwest corner of same, a ½" iron pin for corner, same being the Northeast corner of a 1.509 acre tract;

THENCE N 89° 50' 48" W, with the North boundary line of the said 1.509 acre tract 184.26 feet the Northwest corner of same, a ½" iron pin for corner, same being Southeast corner of Lot 114 of the Moffett Twin Oaks Addition, the Plat of which is of record in Cabinet A, Slide 148B and 149A of the Map or Plat Records of Angelina County, Texas;

THENCE N 5° 22' 05" E, with the East boundary line of Lots 114, 115, 116, 117 and Lot 118 of the said Addition, at 373.26 feet the Northeast corner of the said Lot 118, ½" iron pin for corner on the most Northern North boundary line of the said 96.4 acre tract;

{GDA File: 00368348.DOC}

THENCE S 89° 11' 00" E, with the most Northern North boundary line of the said 96.4 acre tract, at 596.09 feet the point and place of beginning and containing 4.904 acres of land more or less.

TRACT THREE:

Being 4.042 acres, more or less, out of the John Evans Survey, Abstract No. 221, Angelina County, Texas, save and except 0.50 acres, more or less, more particularly described as follows:

BEING all that certain tract or parcel of land lying and situated in Angelina County, Texas out of the JOHN EVANS SURVEY, ABSTRACT NO. 221 and being a part or portion of that certain 96.4 acre tract described in a Deed from Bernard Callaway to Callaway and Seville, Inc., dated March 21, 1973 and recorded in Volume 398, on Page 345 of the Deed Records of Angelina County, Texas to which reference is hereby made for all purposes and the said part or portion being described by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of Lot 146 and the Northeast corner of Lot 145 of the Moffett Twin Oaks Addition, the plat of which is recorded in Cabinet A, Slide 148B and 149A of the Map or Plat Records of Angelina County, Texas, a ½" iron pin for corner;

THENCE N 74° 21' 35" W, with the North boundary line of Lot 145 and Lot 144 of the said Addition, at 227.27 feet the Northwest corner of the said Lot 144, a 1" iron pipe for corner;

THENCE N 16° 57' 59" E, at 188.34 feet the Southwest corner of a 5.76 acre tract described in a Deed from Callaway and Seville, Inc. to Jack Alexander, dated February 19, 1979 and recorded in Volume 485, on Page 686 of the Deed Records of Angelina County, Texas, a ½" iron pin for corner in the center of the Dixie Gulf Pipeline;

THENCES 89° 11' 00" E, with the South boundary line of the said 5.76 acre tract and the South boundary line of a 2.000 acre tract described in a Deed from Callaway and Seville, Inc. to Leon Tillman, dated August, 1978 and recorded in Volume 480, on Page 642 of the Deed Records of Angelina County, Texas, at 357.90 feet pass on line the Southeast corner of the said 5.76 acre tract and the Southwest corner of the said 2.000 acre tract, at 611.90 feet the Southeast corner of the said 2.000 acre tract, a ½" iron pin for corner on the most Northern East boundary line of the aforesaid referred to 96.4 acre tract.

THENCE S 1° 10' 00" E (called S 4° E), with the most Northern East boundary line of the said 96.4 acre tract, at 360.22 feet, a ½" iron pin for corner;

THENCE N 74° 21' 35" W, in part with the North boundary line of Lots 149, 148, 147 and the said Lot 146 at 472.78 feet the point and place of beginning and containing 4.042 acres of land, more or less.

Save and Except:

FIELD NOTES FOR ANGELINA SAVINGS 0.50 ACRE TRACT AROUND SANITARY SEWER PLANT IN MOFFETT TWIN OAKS SUBDIVISION

BEING all that certain tract or parcel of land lying and situated in Angelina County, Texas out of the JOHN EVANS SURVEY, ABSTRACT NO. 221 and being a part or portion of that certain 96.4 acre tract described in a deed from Bernard Callaway to Callaway and Seville, Inc., dated March 21, 1973 and recorded in Volume 398, on Page 345 of the Deed Records of Angelina County, Texas to which reference is hereby made for all purposes and the said part or portion being described by metes and bounds as follows, to-wit:

BEGINNING at the Southeast corner of that certain 2.000 acre tract described in a deed from Callaway and Seville, Inc. to Leon Tillman, dated August, 1978 and recorded in Volume 480, on Page 642 of the Deed Records of Angelina County, Texas, a ½" iron pin found for corner on the most Northern East boundary line of the aforesaid referred to 96.4 acre tract;

THENCE S 1° 10' 00" E; with the most Northern East boundary line of the said 96.4 acre tract; at 147.68 feet a ½" iron pin set for corner;

THENCE N 89° 11' 00" W, at 150.06 feet a ½" iron pin set for corner;

THENCE N 0° 45' 48" E, at 147.59 feet intersect the South boundary line of the said 2.000 acre tract, a ½" iron pin set for corner;

THENCE S 89° 11' 00" E, with the South boundary line of the said 2.000 acre tract, at 145.08 feet the point and place of beginning and containing 0.50 acre of land, more or less.

TRACT FOUR:

Being 0.50 acres, more or less, out of the John Evans Survey, Abstract No. 221, Angelina County, Texas, more particularly described as follows:

FIELD NOTES FOR ANGELINA SAVINGS 0.50 ACRE TRACT AROUND SANITARY SEWER PLANT IN MOFFETT TWIN OAKS SUBDIVISION

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{GDA File: 00368348.DOC}

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THENCE S 89° 11' 00" E, with the South boundary line of the said 2.000 acre tract, at 145.08 feet the point and place of beginning and containing 0.50 acre of land, more or less.



SEWER UTILITY TARIFF

Docket No. 47424

(this number will be assigned by the Public Utility Commission after your tariff is filed)

<u>OREAL, Inc.</u>	<u>P.O. Box 1081</u>
(Utility Name)	(Business Address)
<u>Bowie, Texas 76230</u>	<u>(512) 894-3322</u>
(City, State, Zip Code)	(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:

520568

This tariff is effective in the following county (ies):

Angelina

This tariff is effective in the following cities or unincorporated towns (if any):

None

This tariff is effective in the following subdivision or systems:

Moffett Twin Oaks Subdivision

This tariff is effective for the following public Sewer system numbers(s):

WQ0011588001

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

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SECTION 1.0 -- RATE SCHEDULE

Section 1.01 - Rates

Monthly Minimum Charge

Residential \$ 77.22 per connection per month

Commercial \$ 77.22 per connection per month

FORM OF PAYMENT: The utility will accept the following forms of payment:

Cash ☒ Check ☒ Money Order ☒ Credit Card ☐ Other (specify) _____

THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT

1.0%

PUBLIC UTILITY COMMISSION (COMMISSION) RULES REQUIRE THE UTILITY TO COLLECT AND REMIT TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL.

Section 1.02 - Miscellaneous Fee

TAP FEE

\$ 325.00

TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL CONNECTION. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Large Connection Tap)

Actual Cost

TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

SECTION 1.0 – RATE SCHEDULE (Continued)

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF):

a) Nonpayment of bill (Maximum \$25.00)	\$ <u>25.00</u>
b) Customer's request that service be disconnected	\$ <u>50.00</u>
c) _____	\$ _____

TRANSFER FEE

\$ 35.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL)

\$ 5.00

COMMISSION RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE

\$ 30.00

RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50)

\$ 50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT

1/6TH OF ESTIMATED ANNUAL BILL

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE

\$ _____

WHEN AUTHORIZED IN WRITING BY THE COMMISSION AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING. [16 TAC 24.21(k)(2)]

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

(Utility Name)

SECTION 2.0 -- SERVICE RULES AND POLICIES

The utility will have the most current Public Utility Commission of Texas Rules relating to sewer utilities available at its office for reference purposes. The Rules and this tariff shall be available for public inspection and reproduction at a reasonable cost. The latest Rules or Commission approved changes to the Rules supersede any rules or requirements in this tariff.

Section 2.01 - Application for Sewer Service

All applications for service will be made on the utility's standard application or contract form (attached in the Appendix to this tariff), will be signed by the applicant, any required fees (deposits, reconnect, tap, extension fees, etc. as applicable) will be paid and easements, if required, will be granted before service is provided by the utility. A separate application or contract will be made for each service location.

Section 2.02 - Refusal of Service

The utility may decline to serve an applicant until the applicant has complied with the regulations of the regulatory agencies (state and municipal regulations) and for the reasons outlined in the commission rules. In the event that the utility refuses to serve an applicant, the utility will inform the applicant in writing of the basis of its refusal. The utility is also required to inform the applicant that a complaint may be filed with the Commission.

Section 2.03 - Fees and Charges & Easements Required Before Service Can Be Connected

(A) Customer Deposits

If a residential applicant cannot establish credit to the satisfaction of the utility, the applicant may be required to pay a deposit as provided for in Section 1.02 - Miscellaneous Fees of this tariff. The utility will keep records of the deposit and credit interest in accordance with the commission rules.

Residential applicants 65 years of age or older may not be required to pay deposits unless the applicant has an outstanding account balance with the utility or another water or sewer utility which accrued within the last two years.

Nonresidential applicants who cannot establish credit to the satisfaction of the utility may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

(Utility Name)

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Refund of deposit - If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the residential customer's deposit at any time prior to termination of utility service but must refund the deposit plus interest for any residential customer who has paid 18 consecutive billings without being delinquent.

(B) Tap or Reconnect Fees

A new customer requesting service at a location where service has not previously been provided must pay a tap fee as provided in Section 1. A customer requesting service where service has previously been provided must pay a reconnect fee as provided in Section 1. Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to request for payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall be informed of their right to appeal such costs to the commission or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's or existing customer's property (ies) is located.

Fees in addition to the regular tap fee may be charged to cover unique costs not normally incurred as permitted by P.U.C. SUBST. R. 24.86(a)(1)(C) if they are listed on this approved tariff. For example, a road bore for customers outside a subdivision or residential area could be considered a unique cost.

(C) Easement Requirement

Where recorded public utility easements on the service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the utility may require the applicant to provide it with a permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant. Such easement(s) shall not be used for the construction of production, storage, transmission or pressure facilities unless they are needed for adequate service to that applicant.

(Utility Name)

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)**Section 2.04 - Utility Response to Applications for Service**

After the applicant has met all the requirements, conditions and regulations for service, the utility will install tap and utility cut-off and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service within 5 working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the utility will provide the applicant with a written explanation of the construction required and an expected date of service.

Except for good cause where service has previously been provided, service will be reconnected within one working day after the applicant has met the requirements for reconnection.

Section 2.05 - Customer Responsibility

The customer will be responsible for furnishing and laying the necessary customer service pipe from the tap location to the place of consumption. Customers will not be allowed to use the utility's cutoff.

Section 2.06 Access to Customer's Premises

All customers or service applicants shall provide access to utility cutoffs at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply.

Section 2.07 - Back Flow Prevention Devices

No water connection shall be made to any establishment where an actual or potential contamination or system hazard exists without an approved air gap or mechanical backflow prevention assembly. The air gap or backflow prevention assembly shall be installed in accordance with the American Water Works Association (AWWA) standards C510, C511 and AWWA Manual M14 or the University Of Southern California Manual Of Cross-Connection Control, current edition. The backflow assembly installation by a licensed plumber shall occur at the customer's expense.

(Utility Name)

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

The back flow assembly shall be tested upon installation by a recognized prevention assembly tester and certified to be operating within specifications. Back flow prevention assemblies which are installed to provide protection against high health hazards must be tested and certified to be operating within specifications at least annually by a recognized back flow prevention device tester. The maintenance and testing of the back flow assembly shall occur at the customer's expense.

Section 2.10 - Billing**(A) Regular Billing**

Bills from the utility will be mailed monthly unless otherwise authorized by the Commission. The due date of bills for utility service will be at least sixteen (16) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the utility will constitute proof of the date of issuance. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at the utility or the utility's authorized payment agency by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date.

(B) Late Fees

A late penalty of either \$5.00 or 10.0% will be charged on bills received after the due date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. The utility must maintain a record of the date of mailing to charge the late penalty.

(C) Information on Bill

Each bill will provide all information required by the commission rules. For each of the systems it operates, the utility will maintain and note on the monthly bill a local or toll-free telephone number (or numbers) to which customers can direct questions about their utility service.

(D) Prorated Bills

If service is interrupted or seriously impaired for 24 consecutive hours or more, the utility will prorate the monthly base bill in proportion to the time service was not available to reflect this loss of service.

(Utility Name)

SECTION 2.0 -- SERVICE RULES AND POLICIES (Continued)**Section 2.11- Payments**

All payments for utility service shall be delivered or mailed to the utility's business office. If the business office fails to receive payment prior to the time of noticed disconnection for non-payment of a delinquent account, service will be terminated as scheduled. Utility service crews shall not be allowed to collect payments on customer accounts in the field.

Payment of an account by any means that has been dishonored and returned by the payor or payee's bank shall be deemed to be delinquent. All returned payments must be redeemed with cash or valid money order. If a customer has two returned payments within a twelve month period, the customer shall be required to pay a deposit if one has not already been paid.

Section 2.12 - Service Disconnection**(A) With Notice**

Utility service may be disconnected if the bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 10 days after the notice is mailed or hand delivered.

The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing or hand delivery in accordance with the commission rules.

(B) Without Notice

Utility service may also be disconnected without notice for reasons as described in the commission rules.

(Utility Name)

SECTION 2.0 -- SERVICE RULES AND POLICIES (Continued)**Section 2.13 - Reconnection of Service**

Utility personnel must be available during normal business hours to accept payments on the day service is disconnected and the following day unless service was disconnected at the customer's request or due to a hazardous condition.

Service will be reconnected within 24 hours after the past due bill, reconnect fees and any other outstanding charges are paid or the conditions which caused service to be disconnected are corrected.

Section 2.14 - Service Interruptions

The utility will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the utility will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the utility will keep a complete record of all interruptions, both emergency and scheduled and will notify the Commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice will explain the cause of the interruptions.

Section 2.15 - Quality of Service

The utility will plan, furnish, and maintain and operate production, treatment, storage, transmission, and collection facilities of sufficient size and capacity to provide continuous and adequate service for all reasonable consumer uses and to treat sewage and discharge effluent of the quality required by its discharge permit issued by the TCEQ. Unless otherwise authorized by the TCEQ, the utility will maintain facilities as described in the TCEQ's rules.

Section 2.16 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the utility's response, the utility must advise the complainant that he has recourse through the commission's complaint process. Pending resolution of a complaint, the commission may require continuation or restoration of service.

(Utility Name)

SECTION 2.0 -- SERVICE RULES AND POLICIES (Continued)

The utility will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that a complaint may be filed with the Commission.

Section 2.17 - Customer Liability

Customer shall be liable for any damage or injury to utility-owned property shown to be caused by the customer.

SECTION 3.0 -- EXTENSION POLICY

Section 3.01 - Standard Extension Requirements

LINE EXTENSION AND CONSTRUCTION CHARGES: NO CONTRIBUTION IN AID OF CONSTRUCTION MAY BE REQUIRED OF ANY CUSTOMER EXCEPT AS PROVIDED FOR IN THIS APPROVED EXTENSION POLICY.

The utility is not required to extend service to any applicant outside of its certified service area and will only do so under terms and conditions mutually agreeable to the utility and the applicant, in compliance with commission rules and policies, and upon extension of the utility's certified service area boundaries by the commission.

The applicant for service will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

The utility is not required to extend service to any applicant outside of its certificated service area and will only do so under terms and conditions mutually agreeable to the utility and the applicant, in compliance with commission rules and policies, and upon extension of the utility's certificated service area boundaries by the commission.

(Utility Name)

SECTION 3.0 -- EXTENSION POLICY (Continued)**Section 3.02 - Costs Utilities and Service Applicants Shall Bear**

Within its certified area, the utility will pay the cost of the first 200 feet of any water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision.

However, if the residential customer requesting service purchased the property after the developer was notified in writing of the need to provide facilities to the utility, the utility may charge for the first 200 feet. The utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the utility's approved extension policy after receiving a written request from the utility.

Residential customers will be charged the equivalent of the costs of extending service to their property from the nearest collection line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the additional cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

Unless an exception is granted by the TCEQ, the residential service applicant shall not be required to pay for costs of main extensions greater than 6" in diameter for gravity wastewater lines.

Exceptions may be granted by the TCEQ if

- adequate service cannot be provided to the applicant using the maximum line sizes listed due to distance or elevation, in which case, it shall be the utility's burden to justify that a larger diameter pipe is required for adequate service;
- or larger minimum line sizes are required under subdivision platting requirements or building codes of municipalities within whose corporate limits or extraterritorial jurisdiction the point of use is located; or the residential service applicant is located outside the CCN service area.

If an exception is granted, the utility shall establish a proportional cost plan for the specific extension or a rebate plan which may be limited to seven years to return the portion of the applicant's costs for oversizing as new customers are added to ensure that future applicants for service on the line pay at least as much as the initial service applicant.

(Utility Name)

SECTION 3.0 -- EXTENSION POLICY (Continued)

For purposes of determining the costs that service applicants shall pay, commercial customers with service demands greater than residential customer demands in the certified area, industrial, and wholesale customers shall be treated as developers.

If an applicant requires service other than the standard service provided by the utility, such applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in providing the standard service and connection beyond 200 feet and throughout his property including the cost of all necessary transmission facilities.

The utility will bear the full cost of any over-sizing of sewer mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional treatment facilities. Contributions in aid of construction of individual residential customers for production, storage, treatment or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

Section 3.03 - Contributions in Aid of Construction

Developers may be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with Texas Commission on Environmental Quality minimum design criteria for facilities used in the production, collection, transmission, pumping, or treatment of sewage or Texas Commission on Environmental Quality minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the Texas Commission on Environmental Quality minimum design criteria for water production, treatment, pumping, storage and transmission.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 16TAC 2486(d). When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge for facilities which must be committed to such extension compliant with the Texas Commission on Environmental Quality minimum design criteria. As provided by 16 TAC 24.85(e)(3), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

(Utility Name)

SECTION 3.0 -- EXTENSION POLICY (Continued)

A utility may only charge a developer standby fees for unrecovered costs of facilities committed to a developer's property under the following circumstances:

- Under a contract and only in accordance with the terms of the contract; or
- if service is not being provided to a lot or lots within two years after installation of facilities necessary to provide service to the lots has been completed and if the standby fees are included on the utilities approved tariff after a rate change application has been filed. The fees cannot be billed to the developer or collected until the standby fees have been approved by the commission or executive director.
- for purposes of this section, a manufactured housing rental community can only be charged standby fees under a contract or if the utility installs the facilities necessary to provide individually metered service to each of the rental lots or spaces in the community.

Section 3.04 - Appealing Connection Costs

The imposition of additional extension costs or charges as provided by Sections 3.0 - Extension Policy of this tariff shall be subject to appeal as provided in this tariff, commission rules, or the rules of such other regulatory authority as may have jurisdiction over the utility's rates and services. Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall be informed of the right to appeal such costs to the commission or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's property(ies) is located.

Section 3.05 - Applying for Service

The utility will provide a written service application form to the applicant for each request for service received by the utility's business offices. A separate application shall be required for each potential service location if more than one service connection is desired by any individual applicant. Service application forms will be available at the utility's business office during normal weekday business hours. Service applications will be sent by prepaid first class United States mail to the address provided by the applicant upon request. Completed applications should be returned by hand delivery in case there are questions which might delay fulfilling the service request. Completed service applications may be submitted by mail if hand delivery is not possible.

(Utility Name)

SECTION 3.0 -- EXTENSION POLICY (Continued)

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a tap be made. A diagram, map, plat, or written metes and bounds description of precisely where the applicant desires each tap or service connection is to be made and, if necessary, where the meter is to be installed, along the applicant's property line may also be required with the tap request. The actual point of connection and meter installation must be readily accessible to utility personnel for inspection, servicing, and meter reading while being reasonably secure from damage by vehicles and mowers. If the utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the utility's nearest service main with adequate capacity to service the applicant's full potential service demand. Beyond the initial 200 feet, the customer shall bear only the equivalent cost of extending from the nearest main. If the tap or service connection cannot be made at the applicant's desired location, it will be made at another location mutually acceptable to the applicant and the utility. If no agreement on location can be made, the applicant may refer the matter to the commission for resolution.

Section 3.06 - Qualified Service Applicant

A "qualified service applicant" is an applicant who has: (1) met all of the utility's requirements for service contained in this tariff, commission rules and/or order, (2) has made payment or made arrangement for payment of tap fees, (3) has provided all easements and rights-of-way required to provide service to the requested location, (4) delivered an executed customer service inspection certificate to the Utility, if applicable, and (5) has executed a customer service application for each location to which service is being requested.

The utility shall serve each qualified service applicant within its certified service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by commission rules once the applicant has met all conditions precedent to achieving "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause and the anticipated date that service will be available. The commission service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a qualified service applicant as defined by commission rules.

Section 3.07 - Developer Requirements

As a condition of service to a new subdivision, the utility shall require a developer (as defined by PUC rule) to provide permanent recorded public utility easements as a condition of service to any location within the developer's property.

APPENDIX A -- SAMPLE SERVICE AGREEMENT

From TCEQ Rules, 30 TAC Chapter 290.47(b), Appendix B

SERVICE AGREEMENT

- I. **PURPOSE.** The NAME OF SEWER SYSTEM is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the NAME OF SEWER SYSTEM will begin service. In addition, when service to an existing connection has been suspended or terminated, the sewer system will not re-establish service unless it has a signed copy of this agreement.
- II. **RESTRICTIONS.** The following unacceptable practices are prohibited by State regulations.
 - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. SERVICE AGREEMENT. The following are the terms of the service agreement between the NAME OF SEWER SYSTEM (the Sewer System) and NAME OF CUSTOMER (the Customer).

- A. The Sewer System will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the Sewer System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Sewer System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Sewer System's normal business hours.
- C. The Sewer System shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Sewer System. Copies of all testing and maintenance records shall be provided to the Sewer System.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the Sewer System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

CUSTOMER'S SIGNATURE

DATE