



Control Number: 50789



Item Number: 19

Addendum StartPage: 0

# PUBLIC UTILITY COMMISSION OF TEXAS



AFFIDAVIT OF NOTICE TO CURRENT CUSTOMERS, LANDOWNERS, NEIGHBORING UTILITIES AND AFFECTED PARTIES  
DOCKET NO. 50789

STATE OF TEXAS

COUNTY OF Navarro

City of Richland has provided individual notice to the following entities, landowners and customers:

see attached list

DATE OF NOTICE

7-29-20

OATH

I, Sharon Settlemyer, being duly sworn, file this form as Employee - City Secretary (indicate relationship to applicant, that is, owner, member of partnership, title of officer of corporation, or other authorized representative of applicant); that in such capacity, I am qualified and authorized to file and verify such form, am personally familiar with the notices given with this application, and have complied with all notice requirements in the application and application acceptance letter; and that all such statements made and matters set forth therein are true and correct.

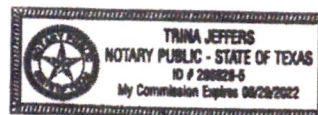
Sharon Settlemyer  
Applicant's Authorized Representative

If the applicant to this form is any person other than the sole owner, partner, officer of the applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

Subscribed and sworn to before me this 20th day of August, 2020, to certify which witness my hand and seal of office.

Trina Jeffers  
Notary Public in and for the State of Texas

Trina Jeffers  
Print or Type Name of Notary Public



Commission Expires 8-29-2022

Updated: April 13, 2020

State of TX Hwy Dept.  
Attn: Max Ferris  
11<sup>th</sup> & Brazos  
Austin, TX 78701

Jason W Lewis & Mark J Hicks  
416 Interchange St.  
McKinney, TX 75071

Jewell Weaver Est.  
301 N 6<sup>th</sup> St.  
Wortham, TX 76693

El Chingon Ranch LLC  
1081 Post Oak Rd.  
Argyle, TX 76226

Jianping Chen  
c/o Shi Chen  
133185 Int. Hwy 45 W  
Richland, TX 76681

Carlos & Kathleen Gonzales  
13299 SW CR 2340  
Richland, TX 76681

William & Dolores Baldwin  
1007 W. Main St.  
Richland, TX 76681

Tarrant Co. Water District  
PO Box 4508  
Ft. Worth, TX 76106

Jan Moore & Sally J Edgar Hicks  
Living Trust  
2205 Highlands Cir.  
Dallas, TX 75110

Marlowe Crawford  
4418 Kolloch Dr.  
Dallas, TX 75216

Howard Weempe  
1000 W. Main St.  
Richland, TX 76681

Donald Newman  
2216 Canyon Creek Dr.  
Richardson, TX 75080

Byron Zuniga  
2218 Grapevine Ln.  
Carrollton, TX 75007

Augustin & Miguel Cardozo  
302 Crump Circle  
Red Oak, TX 75154

Jamie & Refugio Sanchez  
458 E. Mona Ave.  
Duncanville, TX 75137

Eugenia Meza  
10007 China Tree Dr.  
Dallas, TX 75249

Maribel Hernandez & Moises  
Cardozo  
141 W Brownlee Ave.  
Dallas, TX 75224

Wells Interest, Inc.  
3700 Medicine Hat  
Leander, TX 78641

William E Brown, Jr.  
200 N I-45  
Richland, TX 76681

DJR Investments, LLC  
4205 Crown Knoll  
Flower Mound, TX 75028

Robert White  
2013 Forest Meadow Dr.  
Princeton, TX 75407

A.H. Vitters  
PO Box 149  
Richland, TX 76681

David J Street  
PO Box 102  
Richland, TX 76681

Shirley Ann Weaver  
301 N. 6<sup>th</sup> St.  
Wortham, TX 76693

Angus WSC  
212 FM 739  
Corsicana, TX 75109

City of Angus  
6008 S I-45 West  
Corsicana, TX 75109

Corbet WSC  
1724 FM 2452  
Corsicana, TX 75110

M E N WSC  
PO Box 3019  
Corsicana, 75110

Pleasant Grove WSC  
PO Box 695  
Fairfield, TX 75840

Trinity River Authority of Texas  
PO Box 240  
Arlington, TX 76004

Jack Phillips, Jr.  
PO Box 3363  
Arlington, TX 76007

John Strangmeier  
1607 N Main  
Highlands, TX 77562

Ignacio Conejo  
9108 Metz Ave.  
Dallas, TX 75232

Humberto & Maria Huerta  
6710 SW CR 2190  
Richland, TX 76681

Tom Settlemyer  
14521 SW CR 2390  
Wortham, TX 76693

Daniel Allen  
c/o Debra Allen Life/Est  
14530 SW CR 2390  
Wortham, TX 76693

Cherokee Capital Investors, Ltd.  
4633 Cherokee Trail  
Dallas, TX 75029

Byron Zuniga  
2218 Grapevine Ln.  
Carrollton, TX 75007

Rose Mary Parmley  
Po Box 264  
Richland TX 76681

Lonestar Framing LLC  
2311 W Newton Cir  
Irving TX 75062

Abel Garcia  
1145 Anderson St.  
Irving TX 75062

Paul & Lanelle Lake  
PO Box 81  
Richland, TX 76681

Regulo & Marcus Orocio  
7914 S Nassau Dr  
Dallas, TX 75217

David & Olga Gonzalez  
3517 Chihuahua  
Dallas, TX 75212

Robert Wayne Ramsey Jr.  
2341 Bois de Arc Ln  
Midlothian, TX 76065

Lonzo & Serena Wallace  
2913 Edinburgh Dr.  
Edmond, OK 73013

Roberto & Deborah Vasquez  
8003 Broken branch Dr  
Round Rock, TX 78681

Kathy Berns  
15971 SW CR 2383  
Wortham, TX 76693

Cherokee Capital Investors, Ltd  
4633 Cherokee  
Dallas, TX 75029

Donald & Rosemary Bell  
1046 SW CR 2348  
Richland, TX 76681

Galen Sanford  
511 Linnie Pennie  
Midlothian, TX 76065

Jimmi Jackson  
12105 State Hwy 14  
Richland, TX 76681

Larry D Kennaley  
703 S 3<sup>rd</sup> St.  
Midlothian, TX 76065

Walter Duffie  
PO Box 223  
Richland, TX 76681

Thomas Scheurer  
722 James Dr  
Richardson, TX 75080

Robert Clark, Jr., Trustee  
5010 Golden Brook Ln  
Katy, TX 77450

Gregory Green  
1429 County Road 352  
Palacios, TX 77465

Justin Underwood  
6825 SW CR 2400  
Wortham, TX 76693

Currie Pin Oak Creek Ranch  
PO Box 190  
Buffalo, TX 75831

Arthur Castillo  
6705 SW CR 2400  
Wortham, TX 76693

Angus WSC  
212 FM 739  
Corsicana, TX 75109

City of Angus  
6008 S I-45 West  
Corsicana, TX 75109

Corbet WSC  
1724 FM 2452  
Corsicana, TX 75110

MEN WSC  
PO Box 3019  
Corsicana, TX 75110

Pleasant Grove WSC  
PO Box 695  
Fairfield, TX 75840

Trinity River Authority of Texas  
PO Box 240  
Arlington, TX 76004

## NON-STANDARD SERVICE AGREEMENT

### THE STATE OF TEXAS COUNTY OF NAVARRO

**THIS AGREEMENT** is made and entered into by and between Augustin & Miguel & Aylin Cardozo hereinafter referred to as the "Owner", and the City of Richland hereinafter referred to as "City".

**WHEREAS**, Owner is owner of record of that certain 50 acres of land in Navarro County, Texas, more particularly known as ABS A10056 M BOREN ABST TRACT 7C 50.0 ACRES. Recorded in Volume 2019, Page 5305, land hereinafter referred to as the "Property", and,

**WHEREAS**, City owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and

**WHEREAS**, Owner has requested City to provide such water service to the Property through an extension of City water system, such extension being hereinafter referred to as the "Water System Extension;" **NOW THEREFORE:**

**KNOW ALL MEAN BY THESE PRESENTS: THAT** for and in consideration for the mutual promises hereinafter expressed, and other goods and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Owner and City agree as follows:

1. **Engineering and Design of the Water System Extension.**
  - (a) The Water System Extension shall be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of the City and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by City's consulting engineer. After such approval of the plans and specifications by the City's consulting engineer, the plans and specification shall become part of the Agreement by reference and shall particularly define "the Water System Extension".
  - (b) The Water System Extension must be sized to provide continuous and adequate water service to the property based on plans provided to the City by the Owner. City may require the Water System Extension to be oversized in anticipation of the needs of other customers of the City.
2. **Required Easements or Right-of-Way.**
  - (a) Owner shall be responsible for dedicating an easement across Owner's land which is necessary for the construction of the Water System Extension.
  - (b) Any easement shall be assigned to the City upon proper completion of the construction of the Water System Extension.
3. **Construction of the Water System Extension.**

- (a) City shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension. City may reject any bid.
  - (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. City shall have the right to inspect all phases of the construction of the Water System Extension. City may charge reasonable inspection fees based on the actual cost of labor, travel and incidental expenses of the inspector, plus 10% overhead.
- 4. **Dedication of Water System Extension to City.**  
Upon proper completion of construction of the Water System Extension and inspection thereof by the City, the Water System Extension shall be dedicated to the City.
- 5. **Cost of the Water System Extension.**
  - (a) Owner shall pay all costs associated with the Water System Extension as a contribution to aid in construction, including without limitations to the cost of the following:
    - (1) engineering and design;
    - (2) construction;
    - (3) inspection
    - (4) attorney's fees;
    - (5) governmental or regulatory approval required to lawfully provide service.
  - (b) Owner shall indemnify City and hold City harmless from all of the foregoing costs.
  - (c) Provided, however, nothing herein shall be construed as obligating the Owner to maintain the Water System Extension after one year and acceptance of maintenance by City.
- 6. **Service from Water System Extension.**
  - (a) After proper completion and dedication of the Water System Extension to City, City shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of City and payment of the following:
    - (1) All standard rates, fees and charges as reflected in City's approved tariff;
    - (2) Any applicable impact fee adopted by City;
    - (3) Any applicable reserve service charge adopted by City.
  - (b) It is understood and agreed by the parties that the obligation of City to provide service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality (TCEQ) and all governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
  - (c) Unless the prior approval of City is obtained, the Owner shall not:



- (1) construct additional water lines or facilities to service areas within or outside the Property;
- (2) Add any additional lands to the Property for which water service is to be provided pursuant to this agreement; or
- (3) Connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. **Effect of Force Majeure.**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "Force Majeure; includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas, or any civic or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and other inability of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strike and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding of the party having the difficulty.

8. **Notices.**

Any notices to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the City shall be addressed:

City of Richland  
PO Box 179  
Richland, TX 76681

Any notice mailed to the Owner shall be addressed:

Augustin & Miguel & Aylin Cardozo  
302 Crump Cir  
Red Oak, TX 75154

Phone: 214-772-9574  
Email:

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

9. **Severability.**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

10. **Entire Agreement.**

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

11. **Amendment.**

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the City and the Owner, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

12. **Governing Laws.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Navarro County, Texas.

13. **Venue.**

Venue for any suit arising hereunder shall be in Navarro County, Texas.

14. **Successors and Assigns.**

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

15. **Assignability.**



The rights and obligations of the Owner hereunder may not be assigned without the prior written consent of the City.

16. **Effective Date.**

This Agreement shall be effective from and after the date of due execution by all parties.

**IN WITNESS WHEREOF** each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

**The City of Richland, Texas**

By: Sharon Settemyer  
Name: Sharon Settemyer

Title: City Secretary  
Date: 8-5-20

**Augustin Cardozo  
Miguel Cardozo  
Aylin Cardozo**

via telephone  
\_\_\_\_\_

Date: 8-5-20

## NON-STANDARD SERVICE AGREEMENT

### THE STATE OF TEXAS COUNTY OF NAVARRO

**THIS AGREEMENT** is made and entered into by and between Leticia Castillo hereinafter referred to as the "Owner", and the City of Richland hereinafter referred to as "City".

**WHEREAS**, Owner is owner of record of that certain 16.44 acres of land in Navarro County, Texas, more particularly known as ABS A10056 M Boren Abst Tract 46. Recorded in Volume 2010, page 8164, land hereinafter referred to as the "Property", and,

**WHEREAS**, City owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and

**WHEREAS**, Owner has requested City to provide such water service to the Property through an extension of City water system, such extension being hereinafter referred to as the "Water System Extension;" **NOW THEREFORE:**

**KNOW ALL MEAN BY THESE PRESENTS: THAT** for and in consideration for the mutual promises hereinafter expressed, and other goods and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Owner and City agree as follows:

1. **Engineering and Design of the Water System Extension.**

- (a) The Water System Extension shall be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of the City and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by City's consulting engineer. After such approval of the plans and specifications by the City's consulting engineer, the plans and specification shall become part of the Agreement by reference and shall particularly define "the Water System Extension".
- (b) The Water System Extension must be sized to provide continuous and adequate water service to the property based on plans provided to the City by the Owner. City may require the Water System Extension to be oversized in anticipation of the needs of other customers of the City.

2. **Required Easements or Right-of-Way**

- (a) Owner shall be responsible for dedicating an easement across Owner's land which is necessary for the construction of the Water System Extension.
- (b) Any easement shall be assigned to the City upon proper completion of the construction of the Water System Extension.

3. **Construction of the Water System Extension.**

- (a) City shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall

award the contract for the construction of the Water System Extension. City may reject any bid.

- (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. City shall have the right to inspect all phases of the construction of the Water System Extension. City may charge reasonable inspection fees based on the actual cost of labor, travel and incidental expenses of the inspector, plus 10% overhead

4. **Dedication of Water System Extension to City.**

Upon proper completion of construction of the Water System Extension and inspection thereof by the City, the Water System Extension shall be dedicated to the City.

5. **Cost of the Water System Extension**

- (a) Owner shall pay all costs associated with the Water System Extension as a contribution to aid in construction, including without limitations to the cost of the following:
  - (1) engineering and design,
  - (2) construction;
  - (3) inspection
  - (4) attorney's fees;
  - (5) governmental or regulatory approval required to lawfully provide service.
- (b) Owner shall indemnify City and hold City harmless from all of the foregoing costs.
- (c) Provided, however, nothing herein shall be construed as obligating the Owner to maintain the Water System Extension after one year and acceptance of maintenance by City.

6. **Service from Water System Extension.**

- (a) After proper completion and dedication of the Water System Extension to City, City shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of City and payment of the following:
  - (1) All standard rates, fees and charges as reflected in City's approved tariff,
  - (2) Any applicable impact fee adopted by City;
  - (3) Any applicable reserve service charge adopted by City.
- (b) It is understood and agreed by the parties that the obligation of City to provide service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality (TCEQ) and all governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
- (c) Unless the prior approval of City is obtained, the Owner shall not:
  - (1) construct additional water lines or facilities to service areas within or outside the Property,

- (2) Add any additional lands to the Property for which water service is to be provided pursuant to this agreement; or
- (3) Connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. **Effect of Force Majeure.**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "Force Majeure; includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas, or any civic or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and other inability of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strike and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding of the party having the difficulty.

8. **Notices.**

Any notices to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the City shall be addressed:

City of Richland  
PO Box 179  
Richland, TX 76681

Any notice mailed to the Owner shall be addressed:

Leticia Castillo  
3341 Pecan Shadow Way  
Mesquite, TX 75181

Email: [lccecastillo@yahoo.com](mailto:lccecastillo@yahoo.com)  
Phone: 469-422-5905

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

9. **Severability.**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

10. **Entire Agreement.**

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

11. **Amendment.**

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the City and the Owner, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

12. **Governing Laws.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Navarro County, Texas.

13. **Venue.**

Venue for any suit arising hereunder shall be in Navarro County, Texas.

14. **Successors and Assigns.**

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

15. **Assignability.**

The rights and obligations of the Owner hereunder may not be assigned without the prior written consent of the City.

16. **Effective Date**

This Agreement shall be effective from and after the date of due execution by all parties.

**IN WITNESS WHEREOF** each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

**The City of Richland, Texas**

By: Sharon Settemyer  
Name: Sharon Settemyer  
Title: City Secretary  
Date: 8-10-20

**Leticia Castillo, Owner**

via telephone  
Date: 8-10-20

## **NON-STANDARD SERVICE AGREEMENT**

### **THE STATE OF TEXAS COUNTY OF NAVARRO**

**THIS AGREEMENT** is made and entered into by and between Ignacio Conejo hereinafter referred to as the "Owner", and the City of Richland hereinafter referred to as "City".

**WHEREAS**, Owner is owner of record of that certain 80 acres of land in Navarro County, Texas, more particularly known as ABS A10056 M BOREN ABST TRACT 7A 80.0 ACRES. Recorded in Volume 2018, Page 10389, land hereinafter referred to as the "Property", and,

**WHEREAS**, City owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and

**WHEREAS**, Owner has requested City to provide such water service to the Property through an extension of City water system, such extension being hereinafter referred to as the "Water System Extension;" **NOW THEREFORE:**

**KNOW ALL MEAN BY THESE PRESENTS: THAT** for and in consideration for the mutual promises hereinafter expressed, and other goods and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Owner and City agree as follows:

1. **Engineering and Design of the Water System Extension.**
  - (a) The Water System Extension shall be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of the City and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by City's consulting engineer. After such approval of the plans and specifications by the City's consulting engineer, the plans and specification shall become part of the Agreement by reference and shall particularly define "the Water System Extension".
  - (b) The Water System Extension must be sized to provide continuous and adequate water service to the property based on plans provided to the City by the Owner. City may require the Water System Extension to be oversized in anticipation of the needs of other customers of the City.
2. **Required Easements or Right-of-Way.**
  - (a) Owner shall be responsible for dedicating an easement across Owner's land which is necessary for the construction of the Water System Extension.
  - (b) Any easement shall be assigned to the City upon proper completion of the construction of the Water System Extension.
3. **Construction of the Water System Extension.**



- (a) City shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension. City may reject any bid.
  - (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. City shall have the right to inspect all phases of the construction of the Water System Extension. City may charge reasonable inspection fees based on the actual cost of labor, travel and incidental expenses of the inspector, plus 10% overhead
- 4. **Dedication of Water System Extension to City.**  
Upon proper completion of construction of the Water System Extension and inspection thereof by the City, the Water System Extension shall be dedicated to the City.
- 5. **Cost of the Water System Extension.**
  - (a) Owner shall pay all costs associated with the Water System Extension as a contribution to aid in construction, including without limitations to the cost of the following:
    - (1) engineering and design;
    - (2) construction;
    - (3) inspection
    - (4) attorney's fees;
    - (5) governmental or regulatory approval required to lawfully provide service.
  - (b) Owner shall indemnify City and hold City harmless from all of the foregoing costs
  - (c) Provided, however, nothing herein shall be construed as obligating the Owner to maintain the Water System Extension after one year and acceptance of maintenance by City.
- 6. **Service from Water System Extension.**
  - (a) After proper completion and dedication of the Water System Extension to City, City shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of City and payment of the following:
    - (1) All standard rates, fees and charges as reflected in City's approved tariff;
    - (2) Any applicable impact fee adopted by City;
    - (3) Any applicable reserve service charge adopted by City.
  - (b) It is understood and agreed by the parties that the obligation of City to provide service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality (TCEQ) and all governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
  - (c) Unless the prior approval of City is obtained, the Owner shall not:

- (1) construct additional water lines or facilities to service areas within or outside the Property;
- (2) Add any additional lands to the Property for which water service is to be provided pursuant to this agreement; or
- (3) Connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. **Effect of Force Majeure.**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "Force Majeure; includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas, or any civic or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and other incapacities of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strike and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding of the party having the difficulty.

8. **Notices.**

Any notices to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the City shall be addressed:

City of Richland  
PO Box 179  
Richland, TX 76681

Any notice mailed to the Owner shall be addressed:

Ignacio Conejo  
9108 Metz Ave  
Dallas, TX 75232

Phone: 469-544-1784  
Email:

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

9. **Severability.**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

10. **Entire Agreement.**

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

11. **Amendment.**

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the City and the Owner, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

12. **Governing Laws.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Navarro County, Texas.

13. **Venue.**

Venue for any suit arising hereunder shall be in Navarro County, Texas.

14. **Successors and Assigns**

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

15. **Assignability.**

The rights and obligations of the Owner hereunder may not be assigned without the prior written consent of the City.

16. **Effective Date.**

This Agreement shall be effective from and after the date of due execution by all parties.

**IN WITNESS WHEREOF** each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

**The City of Richland, Texas**

By: Sharon Settemyer  
Name: Sharon Settemyer

Title: City Secretary  
Date: 1-16-20

**Ignacio Conejo**

via telephone

Date: 1-16-20

## NON-STANDARD SERVICE AGREEMENT

### THE STATE OF TEXAS COUNTY OF NAVARRO

**THIS AGREEMENT** is made and entered into by and between Jack Phillips, Jr. hereinafter referred to as the "Owner", and the City of Richland hereinafter referred to as "City".

**WHEREAS**, Owner is owner of record of that certain 30.82 acres of land in Navarro County, Texas, more particularly known as ABS A10056 M BOREN ABST TRACT 50 30.82 ACRES. Recorded in Volume 2010, page 5841, land hereinafter referred to as the "Property", and.

**WHEREAS**, City owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and

**WHEREAS**, Owner has requested City to provide such water service to the Property through an extension of City water system, such extension being hereinafter referred to as the "Water System Extension;" **NOW THEREFORE:**

**KNOW ALL MEAN BY THESE PRESENTS: THAT** for and in consideration for the mutual promises hereinafter expressed, and other goods and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Owner and City agree as follows:

1. **Engineering and Design of the Water System Extension.**
  - (a) The Water System Extension shall be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of the City and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by City's consulting engineer. After such approval of the plans and specifications by the City's consulting engineer, the plans and specification shall become part of the Agreement by reference and shall particularly define "the Water System Extension".
  - (b) The Water System Extension must be sized to provide continuous and adequate water service to the property based on plans provided to the City by the Owner. City may require the Water System Extension to be oversized in anticipation of the needs of other customers of the City.
2. **Required Easements or Right-of-Way.**
  - (a) Owner shall be responsible for dedicating an easement across Owner's land which is necessary for the construction of the Water System Extension.
  - (b) Any easement shall be assigned to the City upon proper completion of the construction of the Water System Extension.
3. **Construction of the Water System Extension.**

- (a) City shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension. City may reject any bid.
- (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. City shall have the right to inspect all phases of the construction of the Water System Extension. City may charge reasonable inspection fees based on the actual cost of labor, travel and incidental expenses of the inspector, plus 10% overhead.

4. **Dedication of Water System Extension to City.**

Upon proper completion of construction of the Water System Extension and inspection thereof by the City, the Water System Extension shall be dedicated to the City.

5. **Cost of the Water System Extension.**

- (a) Owner shall pay all costs associated with the Water System Extension as a contribution to aid in construction, including without limitations to the cost of the following:
  - (1) engineering and design;
  - (2) construction;
  - (3) inspection
  - (4) attorney's fees;
  - (5) governmental or regulatory approval required to lawfully provide service.
- (b) Owner shall indemnify City and hold City harmless from all of the foregoing costs.
- (c) Provided, however, nothing herein shall be construed as obligating the Owner to maintain the Water System Extension after one year and acceptance of maintenance by City.

6. **Service from Water System Extension.**

- (a) After proper completion and dedication of the Water System Extension to City, City shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of City and payment of the following:
  - (1) All standard rates, fees and charges as reflected in City's approved tariff;
  - (2) Any applicable impact fee adopted by City;
  - (3) Any applicable reserve service charge adopted by City.
- (b) It is understood and agreed by the parties that the obligation of City to provide service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality (TCEQ) and all governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
- (c) Unless the prior approval of City is obtained, the Owner shall not:

- (1) construct additional water lines or facilities to service areas within or outside the Property,
- (2) Add any additional lands to the Property for which water service is to be provided pursuant to this agreement, or
- (3) Connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. **Effect of Force Majeure**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "Force Majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas, or any civic or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and other incapacities of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strike and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding of the party having the difficulty.

8. **Notices.**

Any notices to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the City shall be addressed:

City of Richland  
PO Box 179  
Richland, TX 76681

Any notice mailed to the Owner shall be addressed:



Jack Phillips, Jr.  
PO Box 3363  
Arlington, TX 76007

Phone: 817-467-0134  
Email:

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

9. **Severability.**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

10. **Entire Agreement.**

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

11. **Amendment.**

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the City and the Owner, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

12. **Governing Laws.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Navarro County, Texas.

13. **Venue.**

Venue for any suit arising hereunder shall be in Navarro County, Texas.

14. **Successors and Assigns.**

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

15. **Assignability.**

The rights and obligations of the Owner hereunder may not be assigned without the prior written consent of the City

16. **Effective Date.**

This Agreement shall be effective from and after the date of due execution by all parties.

**IN WITNESS WHEREOF** each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

**The City of Richland, Texas**

By: Sharon Settemyer  
Name: Sharon Settemyer

Title: City Secretary  
Date: 8-14-20

**Jack Phillips, Jr., Owner**

via telephone  
Date: 8-14-20

## **NON-STANDARD SERVICE AGREEMENT**

### **THE STATE OF TEXAS COUNTY OF NAVARRO**

**THIS AGREEMENT** is made and entered into by and between Byron Zuniga hereinafter referred to as the "Owner", and the City of Richland hereinafter referred to as "City".

**WHEREAS**, Owner is owner of record of that certain 100 acres of land in Navarro County, Texas, more particularly known as ABS A10056 M BOREN ABST TRACT 7D 100.0 ACRES. Recorded in Volume 2019, Page 5940, land hereinafter referred to as the "Property", and.

**WHEREAS**, City owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and

**WHEREAS**, Owner has requested City to provide such water service to the Property through an extension of City water system, such extension being hereinafter referred to as the "Water System Extension;" **NOW THEREFORE:**

**KNOW ALL MEAN BY THESE PRESENTS: THAT** for and in consideration for the mutual promises hereinafter expressed, and other goods and valuable consideration, the sufficiency of which is hereby acknowledged by the parties. Owner and City agree as follows:

1. **Engineering and Design of the Water System Extension.**

- (a) The Water System Extension shall be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of the City and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by City's consulting engineer. After such approval of the plans and specifications by the City's consulting engineer, the plans and specification shall become part of the Agreement by reference and shall particularly define "the Water System Extension"
- (b) The Water System Extension must be sized to provide continuous and adequate water service to the property based on plans provided to the City by the Owner. City may require the Water System Extension to be oversized in anticipation of the needs of other customers of the City.

2. **Required Easements or Right-of-Way**

- (a) Owner shall be responsible for dedicating an easement across Owner's land which is necessary for the construction of the Water System Extension
- (b) Any easement shall be assigned to the City upon proper completion of the construction of the Water System Extension.

3. **Construction of the Water System Extension.**

- (a) City shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension. City may reject any bid.
  - (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. City shall have the right to inspect all phases of the construction of the Water System Extension. City may charge reasonable inspection fees based on the actual cost of labor, travel and incidental expenses of the inspector, plus 10% overhead.
- 4. **Dedication of Water System Extension to City.**  
Upon proper completion of construction of the Water System Extension and inspection thereof by the City, the Water System Extension shall be dedicated to the City.
- 5. **Cost of the Water System Extension.**
  - (a) Owner shall pay all costs associated with the Water System Extension as a contribution to aid in construction, including without limitations to the cost of the following:
    - (1) engineering and design;
    - (2) construction;
    - (3) inspection
    - (4) attorney's fees;
    - (5) governmental or regulatory approval required to lawfully provide service.
  - (b) Owner shall indemnify City and hold City harmless from all of the foregoing costs.
  - (c) Provided, however, nothing herein shall be construed as obligating the Owner to maintain the Water System Extension after one year and acceptance of maintenance by City.
- 6. **Service from Water System Extension.**
  - (a) After proper completion and dedication of the Water System Extension to City, City shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of City and payment of the following:
    - (1) All standard rates, fees and charges as reflected in City's approved tariff;
    - (2) Any applicable impact fee adopted by City;
    - (3) Any applicable reserve service charge adopted by City.
  - (b) It is understood and agreed by the parties that the obligation of City to provide service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality (TCEQ) and all governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service
  - (c) Unless the prior approval of City is obtained, the Owner shall not:

- (1) construct additional water lines or facilities to service areas within or outside the Property;
- (2) Add any additional lands to the Property for which water service is to be provided pursuant to this agreement; or
- (3) Connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. **Effect of Force Majeure.**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "Force Majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas, or any civic or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and other incapacities of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strike and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding of the party having the difficulty.

8. **Notices.**

Any notices to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the City shall be addressed:

City of Richland  
PO Box 179  
Richland, TX 76681

Any notice mailed to the Owner shall be addressed:

Byron Zuniga  
2218 Grapevine Ln  
Carrollton, TX 75007

Phone: 214-505-1243  
Email: BZmanservices@hotmail.com

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

9. **Severability.**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

10. **Entire Agreement.**

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

11. **Amendment.**

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the City and the Owner, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

12. **Governing Laws.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Navarro County, Texas.

13. **Venue.**

Venue for any suit arising hereunder shall be in Navarro County, Texas.

14. **Successors and Assigns.**

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

15. **Assignability.**

The rights and obligations of the Owner hereunder may not be assigned without the prior written consent of the City.

16. **Effective Date.**

This Agreement shall be effective from and after the date of due execution by all parties.

**IN WITNESS WHEREOF** each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

**The City of Richland, Texas**

By: Sharon Settemyer  
Name: Sharon Settemyer

Title: City Secretary

Date: 1-23-20

**Byron Zuniga**

via telephone

& in person

paid \$2,500 engineer fees

Date: 1-23-20