

**NON-STANDARD WATER SERVICE AGREEMENT
BETWEEN SOUTH RAINS SPECIAL UTILITY DISTRICT**

AND _____.

THE STATE OF TEXAS

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COUNTY OF RAINS

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This Non-Standard Water Service Agreement by and among South Rains Special Utility District and _____ (this "Agreement") is entered into as of _____, _____, by and among the South Rains Special Utility District, a conservation and reclamation district created and functioning under Chapters 49 and 65 of the Texas Water Code (the "District") and _____ ("Developer").

Recitals

A. WHEREAS, the District is a political subdivision of the State of Texas and the owner of certain water facilities that it utilizes to provide water service to its wholesale and retail customers; and

B. WHEREAS, Developer is the owner of that certain tract of real property located in Rains County, Texas being more particularly described in Exhibit "A" attached hereto (the "Property") known as _____, a subdivision within Rains County more particularly described by plat instrument recorded at Volume _____, Page _____ of the Real Property Records of Rains County, Texas; and

C. WHEREAS, Developer desires to obtain water service from the District for _____ single family residential lots within the Property; and

D. WHEREAS, the provision of water service to the Property will require the construction of facilities to extend service to the Property from the District's existing water system and will require the construction of internal water distribution facilities within the Property; and

E. WHEREAS, the Developer is willing to pay the District for the costs of construction of offsite facilities necessary to extend the District's water system to the Property, and Developer has agreed to construct the internal subdivision infrastructure required to receive potable water from the District's water system and to distribute the water internally within the Property;

D. WHEREAS, the parties desire to enter into this Agreement in order to set forth the terms and conditions pursuant to which the District will provide retail water service within the Property.

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

I. DEFINITIONS

When used in this Agreement, the following terms will have the meanings set forth below:

- 1.1 "Agreement" means this Non-Standard Water Services Agreement.
- 1.2 "Closing" means the execution and delivery by the District and Developer of all documents conveying, selling, transferring, or assigning the interests and property of Developer in any Interests to be Acquired to the District, and the performance of all acts necessary to complete such execution and delivery.
- 1.3 "Closing Date" means the date on which a Closing occurs.
- 1.4 "District System" means the water system now owned or to be acquired by District to serve the District's service territory, and any expansions, improvements, enlargements, additions and replacements thereto, including the Internal Facilities and the Offsite Facilities.
- 1.5 "Effective Date" means the last day of execution of this Agreement by all parties hereto.
- 1.6 "Interests to be Acquired" means the Internal Facilities, and all easements required for the Internal Facilities, and all other interests that Developer is required to convey to the District under this Agreement.
- 1.7 "Internal Facilities" means the water subdivision infrastructure within the Property to be constructed by the Developer at its sole cost and expense, and dedicated to the District, for the provision of retail water service to customers within the Property, and to connect such facilities to the Offsite Facilities.
- 1.8 "Living Unit Equivalent" or "LUE" means the quantity of water service furnished to one single-family residential unit through a standard 5/8-inch meter, or its equivalent calculated at the rate of 350 gallons of potable water per day, determined on an average daily basis over a thirty day period.
- 1.9 "Offsite Facilities" means the extension of water transmission line and related improvements, equipment and appurtenances to be constructed by the District at Developer's sole cost and expense in order to extend the District System to the Internal Facilities.
- 1.10 "Property" means that certain real property in Rains County, Texas more particularly described in Exhibit "A" attached hereto.
- 1.11 "TCEQ" means the Texas Commission on Environmental Quality or any successor agency.