

**GONZALES COUNTY WATER SUPPLY CORPORATION
NON-STANDARD SERVICE AGREEMENT**

THE STATE OF TEXAS
COUNTY OF GONZALES

THIS AGREEMENT is made and entered into by and between _____, hereinafter referred to as "Developer", and Gonzales County Water Supply Corporation, hereinafter referred to as "GCWSC".

WHEREAS, DEVELOPER is engaged in developing that certain _____ acres of land in _____, County, Texas, more particularly known as the _____ subdivision, according to the plat thereof recorded at Vol. _____, Page _____ of the Plat Records of Gonzales County, Texas, said land being hereinafter referred to as "the Property"; and,

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

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Developer and GCWSC 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 GCWSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by GCWSC's consulting engineer prior to the issuance of any request for bids for construction of the Water System Extension. After such approval of the plans and specifications by GCWSC's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more 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 for the development of the Property based on plans for the development of the Property provided to GCWSC's by the Developer. GCWSC may require the water system extension to be oversized in anticipation of the needs of other customers of GCWSC, subject to the obligation to reimburse the Developer for any such oversizing as provided below.

2. Required Easements or Rights-of-Way

- (a) Developer shall be responsible for dedicating or acquiring any easements across privately owned land which are necessary for the construction of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way.
- (b) Any easements acquired by the Developer shall be assigned to GCWSC upon proper completion of the construction of the Water System Extension. The validity of the legal instruments by which the Developer acquires any such easements and by which Developer assigns such easements to GCWSC must be approved by GCWSC's attorney.

3. Construction of the Water Extension

- (a) Developer 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 subject to the approval of GCWSC. GCWSC may reject any bid.
- (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. GCWSC shall have the right to inspect all phases of the construction of the Water System Extension. Developer must give written notice to GCWSC of the date on which construction is scheduled to begin so that GCWSC may assign an inspector. GCWSC may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

4. Dedication of Water System Extension to GCWSC

Upon proper completion of construction of the Water System Extension and final inspection thereof by GCWSC, the Water System Extension shall be dedicated to GCWSC by an appropriate legal instrument approved by GCWSC's Attorney. The Water System Extension shall thereafter be owned and maintained by GCWSC.

5. Cost of Water System Extension

- (a) Developer shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including without limitation to the cost of the following:
 - (1) engineering and design;
 - (2) easement or right-of-way acquisition;
 - (3) construction;
 - (4) inspection;
 - (5) attorney's fees;
 - (6) government or regulatory approvals required to lawfully provide services.

- (b) Developer shall indemnify GCWSC and hold GCWSC harmless from all of the foregoing costs.
- (c) Provided, however, nothing herein shall be construed as obligating the Developer to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by GCWSC.
- (d) If GCWSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of GCWSC, GCWSC shall reimburse Developer for the additional costs of construction attributable to the oversizing, as determine by the GCWSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to GCWSC.

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

- (a) After proper completion and dedication of the Water System Extension to GCWSC, GCWSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of GCWSC and the payment of the following:
 - (1) All standard rates, fees and charges as reflected in GCWSC's approved tariff;
 - (2) Any applicable impact fee adopted by GCWSC;
 - (3) Any applicable reserved service charge adopted by GCWSC.
- (b) It is understood and agreed by the parties that the obligation of GCWSC to provide water service in the manner contemplated by this Agreement is subject to the issuance by the Texas Natural Resource Conservation Commission and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
- (c) Unless the prior approval of GCWSC is obtained, the Developer shall not;
 - (1) construct or install additional water lines or facilities to service areas 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 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 civil or military authority, insurrections, 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 any other inability's 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 strikes 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 to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

8. **Notices**

Any notice to be given hereunder by either party to the other party shall be in writing and may be effected 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 GCWSC shall be addressed:

GONZALES COUNTY WATER SUPPLY CORPORATION
P. O. DRAWER 749
GONZALES, TEXAS 78629

Any notice mailed to Developer shall be addressed:

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 GCWSC and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

12. **Governing Law**

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 _____ County, Texas.

13. **Venue**

Venue for any suit arising hereunder shall be in _____ 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 Developer hereunder may not be assigned without the prior written consent of GCWSC.

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.

GONZALES COUNTY WATER SUPPLY CORP.

DEVELOPER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____