

**GONZALES COUNTY WATER SUPPLY CORPORATION
NONSTANDARD SERVICE APPLICATION**

Please Print or Type Clearly

Applicant's Name/Company

Address/City/State/ZIP:

Phone number (____) _____ - _____ FAX (____) _____ - _____

E-mail

Please attach a legal description of the proposed development as listed in the deed records as a filed plat or parcel of land where other types of nonstandard water/sewer service is requested. Plat requirements include the name of subdivision, owner/developer's name, lot sizes and lot lines, lot numbers, right of way dimensions and dedicated utility easements, legal description, highway and county road numbers, total acreage, adjoining property owners, flood plain, and vicinity map. Instrument must show proof of ownership; preliminary plats are acceptable for discussion purposes but an "approved plat" must be provided before contract closing.

Check type of service application or development:

- | | | | | |
|--|---|--|---------------------------------------|---------------------------------|
| <input type="checkbox"/> Residential Subdivision | <input type="checkbox"/> Multi-family | <input type="checkbox"/> Mobile Home Park | <input type="checkbox"/> Trailer Park | <input type="checkbox"/> School |
| <input type="checkbox"/> Line Extension | <input type="checkbox"/> Commercial/Industrial Park | <input type="checkbox"/> Large Meter (>1") | | |
| <input type="checkbox"/> Multi-use Facility | <input type="checkbox"/> Other | | | |

Please list all water demand criteria for each meter or meter equivalent, or attach any engineering studies completed for the proposed service:

Maximum number of proposed lots: _____ Range of standard lot sizes: _____

Acreage(s) _____

Please describe in detail the nature and scope of the project/development.

Initial needs

Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase.

Please list any additional special service needs not listed above.

Please provide the flow, pressure and infrastructure needs for anticipated level of fire protection requested or required by ordinance, including line sizes and capacity.

Please provide the timeline for initiation of this service, and for service to each additional or projected phase following initial service, including a schedule of events leading up to the anticipated date of service. Specify this for all additional or projected phases.

Please describe how the utility may access the property during evaluation of application.

Please attach the following information, as applicable:

- A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- Maps or plans detailing the location of the requested service installation and/or extension and details of demand requirements, if applying for a single tap that requires a line extension, road bore, or upsizing of facilities.

Required Fees

Applicant is required to pay a Nonstandard Service Investigation Fee of \$_____ to the Corporation in accordance with Section G of the Corporation's Tariff for purposes of paying initial administrative, legal, and engineering fees. The Corporation will refund any balance that remains after it has completed its service investigation and has completed all legal and engineering services associated with processing a request.

In the event the Investigation Fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant agrees to pay all additional expenses that have been or will be incurred by the Corporation and the Corporation will have no obligation to complete processing of the Application until all remaining expenses have been paid.

Corporation's response to service request

The Corporation will prepare a written response to Applicant's service request within 90 days from the date the Application was submitted and the required fees were paid. The Corporation's response will state the timeframe within which the requested service can be provided, and the costs for which the Applicant will be responsible, which may include capital improvements, easements or land acquisition costs, and professional fees.

Applicant has received and reviewed Section F of the Corporation's tariff and agrees to comply with all the requirements contained therein.

Under penalties of perjury, I declare that I have reviewed the information presented in this Application, including accompanying documents, and to the best of my knowledge and belief, the information is true, correct and complete.

Print Applicant/Name of Company

Signature of Authorized Representative

Date

For Corporation Use Only
_____ Date application received
_____ Amount Fees Paid / Date Paid
_____ Signature WSC staff member

GONZALES COUNTY WATER SUPPLY CORPORATION

RIGHT-OF-WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Gonzales County Water Supply Corporation (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, _____ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line(s) as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20____

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by

(SEAL)

Notary Public, State of Texas

**GONZALES COUNTY WATER SUPPLY CORPORATION
AGREEMENT FOR THE ASSESSMENT OF WATER AVAILIBLTY**

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

WHEREAS, Potential Customer is engaged in an activity described in the Tariff of the GCWSC Section F 2 (Application of Rules) that certain _____ acres of land in _____ County, Texas, more particularly known as the _____ property according to the deed thereof recorded at Vol. _____ Page _____ of the Deed Records of _____ 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, Potential Customer has requested GCWSC to investigate the availability of water service to the Property through a non-standard service on GCWSC's water system, such service being hereinafter referred to as "the Non-Standard Service";

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, Potential Customer and GCWSC agree as follows:

Engineering Assessment of the Non-Standard Service.

The property shall be evaluated for water service by a Texas Registered Professional Engineer in accordance with the applicable specifications of the GCWSC. The Potential Customer shall submit a map of the property to GCWSC in electronic format as specified by GCWSC. The Potential Customer shall indicate in writing the estimated number of potential residential connections or the specific needs of the potential customer expressed in gallons per minute or gallons per day. Fire flow will be evaluated on a case-by-case basis. Engineering assessment fees to evaluate fire flow shall be negotiated before such evaluation shall commence.

Remittance of Required Fees and Associated Documents

All fees for the assessment of water availability shall be remitted to the GCWSC by cashier's check payable to the GCWSC. The Agreement for the Assessment of Water Availability shall be completed with all of the required information and sent to GCWSC along with the required fees via United States first class mail or private courier.



April 13, 2024

Mr. Daniel Pepin
 Gonzales County Water Supply Corporation
 2000 Waelder Road
 Gonzales, TX 78629

RE: Fees for Developer and Commercial Feasibility Studies

Mr. Pepin –

We have developed the following fee table to summarize our fee estimates for commercial and residential developments within the Gonzales County Water Supply Corporation (GCWSC) service boundary. This fee covers our efforts to produce a feasibility study report; review plats, construction plans and submittals; and, attend any necessary or requested meetings. The feasibility study report will include an evaluation of GCWSC's water availability, booster pump capacity and storage capacity; hydraulic modeling to determine infrastructure needs and identify any system pressure and flow concerns; a list of recommended infrastructure improvements; and, a cost estimate associated with those improvements. The following is a breakdown of estimated fees based on the size and type of the development:

Residential Developments

Number of Proposed Lots	Fee
0 – 10	\$2,200
11 – 50	\$3,000
51 – 200	\$5,000
201 – 1000	\$8,000
1001 – 2000	\$10,000
2001 and Over	To Be Determined

Commercial Developments

Meter Size	Fee
5/8" to 3/4"	\$1,000
1" to 1.5"	\$1,500
2" thru 4"	\$2,000
6"	\$2,500
Fire Flow	\$1,000 (additional cost)