

**MOUNTAIN PEAK SPECIAL UTILITY DISTRICT  
NON-STANDARD SERVICE APPLICATION AND AGREEMENT**

COUNTY OF \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between \_\_\_\_\_, hereinafter referred to as "Developer", and Mountain Peak Special Utility District, hereinafter referred to as "SUD".

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 \_\_\_\_\_ County, Texas, said land being hereinafter referred to as "the Property"; and

WHEREAS, SUD 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 SUD to provide such water service to the Property through an extension of SUD'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 SUD 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 SUD and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by SUD's consulting engineer and manager prior to the construction of the Water System Extension. After such approval of the plans and specifications by the SUD'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 provided to SUD by the Developer.

SUD may require the Water System Extension to be oversized in anticipation of the needs of other customers of the SUD.

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 SUD 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 SUD must be approved by SUD's attorney.

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

- a. The Developer will furnish to the SUD before contracting for construction of the Water System Extension, the name and reasonable information concerning the contractor the Developer proposes to utilize and the SUD shall have seven (7) days after receipt of such information to approve or disapprove of such contractor. Developer will not proceed with construction without first obtaining the written consent of SUD to the use of the proposed contractor, which consent will not be unreasonably withheld.
- b. The Water System Extension shall be constructed in accordance with the approved plans and specifications. SUD shall have the right to inspect all phases of the construction of the Water System Extension. Developer must give written notice to SUD of the date on which construction is scheduled to begin so that SUD may assign an inspector. SUD 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 SUD.**

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

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

- a. Developer shall pay all costs associated with the Water System Extension, including without limitation, the cost of the following:
  - (1) engineering and design;
  - (2) easement or right-of-way acquisition;
  - (3) construction;
  - (4) inspection;
  - (5) attorneys' fees;
  - (6) governmental or regulatory approvals required to lawfully provide service.
- b. Developer shall indemnify SUD and hold SUD harmless from all of the foregoing costs. Performance or maintenance bonds may be required and will be furnished by Developer upon request by SUD.
- c. Nothing herein shall be construed as obligating the Developer to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by SUD.
- d. The SUD may require the Water System Extension to be oversized in anticipation of the needs of the other customers of SUD. This would be determined by the SUD's consulting engineer and the board of directors of the SUD.
- e. All of the foregoing costs will be paid by Developer prior to their due date and affidavits by all contractors, subcontractors and materialmen in form satisfactory to the SUD's attorney will be furnished to the SUD, confirming that all bills have been paid and no liens will be asserted.

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

- a. After proper completion and dedication of the Water System Extension to SUD it will provide water service to the Property, subject to all duly adopted rules and regulations of SUD and the payment of the following:
  - (1) All standard rates, fees and charges as reflected in SUD's approved policies;
  - (2) Any applicable capital improvement or other fee adopted by SUD;
  - (3) Any applicable reserved service charge adopted by SUD.
- b. It is understood and agreed by the parties that the obligation of SUD to provide water service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality 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 SUD 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 that, in turn, sells water service directly or indirectly to another person or entity.
- d. Capital improvement fees are due upon approval of the plat by the SUD; provided, however, that upon written application by the Developer, SUD may allow a deferral of payment of such fees on the following terms:
- (1) The fees are due within sixty (60) days of written notice to Developer by SUD, but in no event later, for each meter, than the date such meter is installed;
  - (2) SUD may demand payment of all or less than all of the fees, at its discretion;
  - (3) Upon the failure of a Developer to pay such fees when due hereunder, the entire amount of the deferred fees shall be immediately due and payable, no other meters will be installed within the area of the approved plat until payment in full of all of the deferred fees is received by the SUD, and Developer will not be eligible for this deferred payment arrangement in the future.
  - (4) Before such fees can be deferred, at the request of SUD, Developer will furnish to SUD a letter of credit, performance bond or other security for payment of the full amount of the deferred fees satisfactory to the SUD, and in each event subject to the approval of SUD's counsel.

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, (except payment) 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 terms "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 of either party, whether similar to those enumerated or not which could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of 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 three days after being deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the SUD shall be addressed:

Mountain Peak Special Utility District  
5671 Waterworks Road  
Midlothian, Texas 76065

With a copy to:

David A. Miller  
PO Box 130  
Palmer, TX 75152

Any notice mailed to Developer shall be addressed:

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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 herein.

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 SUD 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 Ellis County, Texas.

13. **Venue.**

The obligations hereunder are performable in Ellis 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 the SUD. Assignment to or assumption by a district or other governmental entity will require the execution by the assignee of a District Service Agreement with the SUD and such guaranties, bonds or other reasonable assurance as may be required by the Board.

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 representatives in multiple copies, each of equal dignity, on the date or dates indicated below.

“SUD”

DEVELOPER

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

GUARANTY

The undersigned being financially interested in Developer personally guarantees the payment and performance of the obligations of Developer hereunder.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

SECTION F.  
DEVELOPER, SUBDIVISION, AND NON-STANDARD SERVICE REQUIREMENTS

1. **District's Limitations.** All Applicants shall recognize that the District must comply with local, state, and federal rules and regulations as promulgated from time to time, and by covenants of current indebtedness. The District is not required to extend retail utility service to an applicant in a subdivision where the responsible party (Applicant/Developer) of the applicable property (subdivision) has failed to comply with the terms of this policy. 13.2502 of the Texas Water Code requires that notice be given herein or by publication (See Miscellaneous Transaction Forms) or by alternative means to the Developers/Applicants. (also see Section F. 11.)
2. **Purpose.** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required. For the purposes of this Policy, Applications subject to this Section shall be defined as Non-Standard.
3. **Application of Rules.** This Section may be altered or suspended for planned facility expansions when the District extends its indebtedness. The Board of Directors of the District shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.
4. **Non-Standard Service Application.** The Applicant shall meet the following requirements prior to the initiation of a Service Contract by the District:
  - a. The Applicant shall provide the District an original, signed letter containing information pertinent to the service request. The letter shall state that the Applicant has been provided a copy of the District's Policy.
  - b. A final plat approved by the District must accompany the letter showing the Applicant's requested service area. The plat must be approved by all regulatory authorities having jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such regulatory authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.
  - c. At the time the Applicant submits the Application, a Non-Standard Service Investigation Fee (See Section G) to cover initial administrative, legal, and engineering fees shall be paid to the District. Any additional expenses incurred as a result of efforts by the District to study service requirements of the Applicant shall be paid by the Applicant.
  - d. If after the service investigation has been completed, the District determines that the Applicant's service request is for property outside the area dedicated in the District's Certificate of Convenience and Necessity, service may be extended provided that:
    - 1) The service location is contiguous to or within one-fourth (1/4) mile of the District's Certificated Service Area;
    - 2) The service location is not in an area receiving similar service from another utility; and
    - 3) The service location is not within another utility's Certificate of Convenience and Necessity.
5. **Design.** The District shall study the design requirements of the Applicant's required facilities prior to initiation of a Service Agreement by adopting the following schedule:
  - a. The District's Consulting Engineer shall design or approve the service facilities for the Applicant's requested service within the District's specifications or within certain codes and specifications of neighboring



municipalities for all Non-Standard Service Applications which lie within the enforced extra territorial jurisdiction of a municipality.

- b. The Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee, provided the actual costs of the Engineer's services do not exceed the amount of the Non-Standard Service Investigation Fee allotted for engineering services. If the Applicant's services exceed the allotted fee, the Applicant shall pay the balance of engineering fees prior to commencing with the service investigation.
  - c. The Consulting Engineer shall submit to the District a set of detailed plans, specifications, and cost estimates for the project.
  - d. If no local authority imposes other design criteria on the Applicant's service request, the Consulting Engineer shall design or approve all facilities for any Applicant to meet the demand for service as platted and/or requested in the plans or plat submitted in application for service. The District reserves the right to upgrade design of service facilities to meet future demands, provided however, that the District pays the expense of such upgrading above the Applicant's facility requirements.
6. **Non-Standard Service Contract.** All Applicants requesting or requiring Non-Standard Service shall enter into a written contract, drawn up by the District's Attorney, in addition to submitting the District's Service Application and Agreement. Said contract shall define the terms of service prior to construction of required service facilities. Guidelines for the service contract may include, but are not limited to:
- a. All costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid.
  - b. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
  - c. Impact Fee (Front-end Capital Contributions) required by the District in addition to the other costs required under this Section.
  - d. Monthly Reserved Service Charges as applicable to the service request.
  - e. Terms by which reserved service shall be provided to the Applicant and duration of reserved service with respect to the impact the Applicant's service request will have upon the District's system capability to meet other service requests.
  - f. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Impact Fees.
  - g. Terms by which the District shall administer the Applicant's project with respect to:
    - 1) Design of the Applicant's service facilities;
    - 2) Securing and qualifying bids;
    - 3) Execution of the Service Agreement;
    - 4) Selection of a qualified bidder for construction;
    - 5) Dispensing advanced funds for construction of facilities required for the Applicant's service;
    - 6) Inspecting construction of facilities; and
    - 7) Testing facilities and closing the project.
  - h. Terms by which the Applicant shall indemnify the District from all third party claims or lawsuit in connection with the project contemplated.
  - i. Terms by which the Applicant shall deed all constructed facilities to the District and by which the District shall assume operation and maintenance responsibility, including any enforcement of warranties in connection with construction of the Applicant's project.
  - j. Terms by which the Applicant shall grant title or easement for right-of-ways, constructed facilities, and facility sites and/or terms by which the Applicant shall provide for the securing of required right-of-ways and sites.
  - k. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and policies.

7. **Property and Right-of-Way Acquisition.** With regard to construction of facilities, the District shall require private right-of-way easements or private property as per the following conditions:
- a. If the District determines that right-of-way easements or facility sites outside the Applicant's property are required, the District shall require the Applicant to secure easements or title to facility sites in behalf of the District. All right-of-way easements and property titles shall be researched, validated, and filed by the District at the expense of the Applicant. (see Sample Application Packet RUS Form 442-8 or 442-9)
  - b. All facilities required to be installed in public right-of-ways in behalf of the Applicant, due to inability to secure private right-of-way easements, shall be subject to costs equal to the original cost of facility installation for those facilities in public right-of-ways, plus the estimated cost of future relocation to private right-of-ways or subject to the cost of installation under state condemnation procedures, whichever is most desired by the Applicant.
  - c. The District shall require an exclusive dedicated right-of-way on the Applicant's property (as required by the size of the planned facilities and as determined by the District) and title to property required for other on-site facilities.
  - d. Easements and facilities sites shall be prepared for the construction of the District's pipeline and facility installations in accordance with the District's requirements and at the expense of the Applicant.
8. **Bids For Construction.** The Consulting Engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with reasonable charge, to prospective bidders. The applicant may select his contractor and negotiate a bid subject to District's approval. Although the District reserves the right to reject any bid or contractor, the District shall generally award the contract to the lowest and best bidder in accordance with the following criteria:
- a. The Applicant shall sign the Service Contract noting willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
  - b. The Contractor shall provide an adequate bid bond under terms acceptable to the District;
  - c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the District;
  - d. The Contractor shall supply favorable references acceptable to the District;
  - e. The Contractor shall qualify with the District as competent to complete the work, and
  - f. The Contractor shall provide adequate certificates of insurance as required by the District.
9. **Pre-Payment For Construction And Service.** After the Applicant has executed the Service Agreement, the Applicant shall pay to the District all costs necessary for completion of the project prior to construction and in accordance with the terms of the Service Contract.
10. **Construction.**
- a. All road work pursuant to county and/or municipal standards (if applicable) shall be surveyed and staked out in prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, road sleeves are required and shall be installed prior to road construction to avoid road damage during construction of Applicant's facilities.
  - b. The District shall, at the expense of the Applicant, inspect the facilities to ensure that District standards are achieved. 1% of the

contract price subject to adjustment for additional expense if inspection is required after hours.

- c. Construction plans and specifications shall be strictly adhered to, but the District reserves the right to change-order any specifications, due to unforeseen circumstances during the design phase, to better facilitate operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

11. **Service Within Subdivisions** -- The District's objective to provide service to any customer located within a subdivision governed by this section is strictly limited to the non-standard service specified by the Applicant. The purchaser of any lots who do not receive service because this service has not been specified or paid for by the Applicant shall have no recourse to the District but may have recourse to the Applicant/Developer.

## PRICE LIST

Effective January 1, 2019

### HYDRAULIC ANALYSIS RATES

MINIMUM CHARGE	\$200 for first meter
METERS 2-20	Add \$15/meter
OVER 21 METERS	Add \$10/meter

If additional pipes must be added to the existing hydraulics model to loop the system or extend service to a customer an additional charge of \$200 will be applied.

example: 42 meters along an existing line: -

Meter #1	\$200		
Meters 2-20	19 x \$15	=	\$285
Meters 21-42	22 x \$10	=	\$220
	Total	=	\$705

### PRINTING RATES

#### **Xerox Copies**

8 1/2" x 11" = \$ 0.25 per copy

8 1/2" x 14" = \$ 0.40 per copy

11" x 17" = \$0.50 per copy

#### PLOTS - MONO.

11 X 17	\$ 2.15 Ea.
22 X 34	\$ 8.65 Ea.
24 X 36	\$10.00 Ea.
30 X 42	\$14.00 Ea.
	\$1.67/Sq.Ft.

#### PLOTS - COLOR

11 X 17	\$ 4.50 Ea.
22 X 34	\$18.00 Ea.
24 X 36	\$21.00 Ea.
30 X 42	\$30.00 Ea.
	\$ 3.50/Sq.Ft.

#### MYLAR

11 X 17	\$ 5.00 Ea.
22 X 34	\$21.00 Ea.
24 X 36	\$24.00 Ea.
30 X 42	\$35.00 Ea.
	\$ 4.00/Sq.Ft.

# MOUNTAIN PEAK SUD

## PROJECT CHECK LIST

Items 1-9 to be completed at time of application

1. INITIAL INQUIRY DATE \_\_\_\_\_ DEVELOPER \_\_\_\_\_
  2. DATE OF NON-STANDARD SERVICE AGREEMENT \_\_\_\_\_
  3. SUBDIVISION NAME \_\_\_\_\_
  4. ENGINEER \_\_\_\_\_
  5. ENGINEER DESIGN (PLANS & SPECIFICATIONS) COMPLETED DATE \_\_\_\_\_
  6. LOCATION \_\_\_\_\_ NUMBER OF METERS \_\_\_\_\_
  7. PROPOSED # OF PHASES \_\_\_\_\_ PHASE # \_\_\_\_\_ # OF METERS \_\_\_\_\_
  8. INVESTIGATION FEE \_\_\_\_\_ PAID BY \_\_\_\_\_ DATE \_\_\_\_\_
  9. PLAT-- (PRELIMINARY / FINAL) & PROPOSED BOARD REVIEWED DATE \_\_\_\_\_
- \*\*\*\*\*
10. FINAL NUMBER OF METERS \_\_\_\_\_ MINIMUM LINE SIZE REQUIRED 12"
  11. SERVICE SIZE REQUIRED \_\_\_\_\_
  12. APPROVAL TO PROCEED \_\_\_\_\_ DATE \_\_\_\_\_
  13. IS DISTRICT REQUIRING UP SIZING OF WATER LINE \_\_\_\_\_ TO WHAT SIZE \_\_\_\_\_
  14. ADVERTISEMENT FOR BIDS DATE \_\_\_\_\_ NEGOTIATED BID WITH \_\_\_\_\_
  15. AWARD BID TO CONTRACTOR \_\_\_\_\_ AMOUNT \_\_\_\_\_ DATE \_\_\_\_\_
  16. SIGN CONTRACT DOCUMENTS \_\_\_\_\_ DATE \_\_\_\_\_ # OF COPYS \_\_\_\_\_
  17. PROJECT FUNDS DEPOSITED WITH DISTRICT DATE (IF APPLICABLE) \_\_\_\_\_
  18. DATE OF LETTER OF CREDIT, PERFORMANCE BOND OR OTHER SECURITY \_\_\_\_\_
  19. WORK SCHEDULED TO BEGIN DATE \_\_\_\_\_
  20. ESTIMATED COMPLETION DATE \_\_\_\_\_
  21. APPROVAL TO OCCUPY DEVELOPEMENT DATE \_\_\_\_\_

**Mountain Peak Special Utility District  
5671 Waterworks Road  
Midlothian, Texas 76065**

**ASSIGNMENT OF WATER SYSTEM EXTENSION**

WHEREAS, \_\_\_\_\_ (“Developer”) has developed that certain \_\_\_\_\_ acres of land in \_\_\_\_\_ County, Texas, more particularly known as the \_\_\_\_\_ subdivision, according to the plat thereof recorded at Volume \_\_\_\_\_ Page \_\_\_\_\_ of the Plat Records of \_\_\_\_\_ County, Texas and being more particularly described in Exhibit “A” hereto (said land being hereinafter referred to as the “Property”); and

WHEREAS, Mountain Peak Special Utility District (“SUD”) owns and operates a water system which supplies potable water for human consumption and other domestic uses for customers within its service area, which includes the Property; and

WHEREAS, Developer has entered into a non-standard service agreement with the SUD’s water system constructed on the Property (such extension hereinafter being referred to as the “Water System Extension”); and

WHEREAS, Developer has notified SUD that it has completed construction of the Water System Extension at the cost of \$ \_\_\_\_\_ in conformity with all previously approved plans and specifications and with all specifications and regulations of governmental agencies having jurisdiction thereof and has paid all costs and expenses, and obtained all governmental approvals, in connection with the acquisition and construction of the Water System Extension; and

WHEREAS, SUD has conducted a final inspection of the Water System Extension;

Mountain Peak Special Utility District  
5671 Waterworks Road  
Midlothian, Texas 76065

ASSIGNMENT OF WATER SYSTEM EXTENSION

NOW THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Developer does hereby assign, grant, and convey to SUD (A) the Water System Extension, (b) all easements in the Property retained or acquired by the Developer for construction of, or relating to, the Water System Extension and/or the provision of utilities on the Property, (c) to the extent not heretofore included, an easement in standard dimensions sufficient for the operation and maintenance of the Water System Extension, and (d) all warranties, rights or obligations of any parties relating to the design construction, and materials utilized in connection with the Water System Extension.

Without limiting the foregoing, the easements transferred and assigned hereby include those easements listed on Exhibit "B" hereto.

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

Developer: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Mountain Peak Special Utility District  
5671 Waterworks Road  
Midlothian, Texas 76065

**ASSIGNMENT OF WATER SYSTEM EXTENSION**

This instrument was acknowledged before me on the \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

Printed or Typed Name:  
\_\_\_\_\_

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the \_\_\_\_ day of

\_\_\_\_\_ 20\_\_\_,

By \_\_\_\_\_ of

\_\_\_\_\_ a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires:

\_\_\_\_\_  
(Printed Name of Notary)