



**Mustang Special Utility District**  
**7985 FM 2931**  
**Aubrey, TX 76227**  
**Phone: 940-440-9561 Fax:940-440-9686**

**In order to complete your New Account, we need the following:**

- ◆  New Customer to pay:
  - ◆ Water Connection Fee: Starting at \$3,400
  - ◆ Sewer Connection Fee (If Applicable): Starting at \$5,500
  - ◆ Meter Set Fee: Starting at \$600, Plus cost of meter.
  - ◆ Water Deposit: \$100
  - ◆ Wastewater Deposit (If Applicable): \$50
  - ◆ Road Bore Fee (If Applicable): \$3,000

*For further details regarding prices please check Mustang Special Utility Districts Rate Order.*

- ◆  Service Agreement filled out and signed by New Customer (There are five (5) pages to this document)
- ◆  Utility Easement filled out and signed by New Customer and notarized (There are three (3) pages to this document)
- ◆  Customer Service Inspection completed by some licensed to complete Customer Service Inspection Certificates. Your account could be in jeopardy by not returning this document within 30 days after service has begun.

If your property is in the Oak Shores Development, you are responsible for a pressure reducer.

Returning these items in a timely manner will assure your account will be created promptly.

If you have any questions, please call us at the phone number above.

Thank you.

MUSTANG SPECIAL UTILITY DISTRICT

**STANDARD AGREEMENT**

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

Applicant's Name: \_\_\_\_\_

Co- Applicant Name: \_\_\_\_\_

*Service* Address: \_\_\_\_\_

*Billing* Address: \_\_\_\_\_

Phone Number-Home: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Phone Number- Cell: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

Driver's License Number of Applicant: \_\_\_\_\_

Social Security Number of Applicant: \_\_\_\_\_

Legal Description of Property: (include name of road, subdivision, with lot and block number):

\_\_\_\_\_  
\_\_\_\_\_

**ROAD BORE  
(If Required)**

IN THE EVENT THAT THE ROAD HAS TO BE BORED TO INSTALL YOUR SERVICE,  
THERE WILL BE AN ADDITIONAL CHARGE.

I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR THIS CHARGE. THIS CHARGE  
MUST BE PAID PRIOR TO BORING.

CUSTOMER SIGNATURE \_\_\_\_\_

**THIS AGREEMENT** is between Mustang Special Utility District, a District organized under the laws of the State of Texas (hereinafter called the District) and \_\_\_\_\_ (hereinafter called the Applicant and/or Customer).

The District shall sell and deliver water and/or wastewater to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the rules of the District as amended from time to time by the Board of Directors of the District. Upon compliance with the District's Rules, including payment of an Application Fee, the Applicant qualifies as a new applicant or continued Customer as a Transferee and thereby may hereinafter be called a Customer.

The Customer shall pay the District for service hereunder as determined by the District's Rules and upon the terms and conditions set forth therein, a copy of which has been provided in the information packet, for which Customer acknowledges receipt hereof by execution of this Agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the account of any customer not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. At any time service is discontinued, terminated, or suspended, the District shall not re-establish service unless it has a current signed copy of this agreement.

If this Agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project, an Applicant shall pay an Indication of Interest Fee in lieu of an application Fee for the purpose of determining: 1. The number of taps to be considered in the design and 2. The number of potential ratepayers considered in determining the financial feasibility of constructing a new water system or expanding the facilities of an existing water system. The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the District's Rules, shall further qualify as a Customer and the Indication of Interest Fee shall then be converted by the District to a customer Fee. Applicant further agrees to pay, upon becoming a customer, the monthly service charges for such service as prescribed in the District's Rules. Any breach of this Agreement shall give cause for the District to liquidate, as damages the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the District may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the District. If delivery of service to said location is deemed feasible by the District as a part of this project the Applicant shall be denied customer status in the District and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the District's Rules. For the purpose of this agreement, an Indication of Interest Fee shall be of an amount equal to the District's application fee.

All water shall be metered by meters furnished and installed by the District. The meter and/or wastewater connection is for the sole benefit of the Customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub meter water to any other persons, dwellings, businesses, or property, is strictly prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter at the point to be chosen by the District and shall have access to its equipment that may be upon Customer's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the District shall have the right to remove any of its equipment that may be located on a Customer's property. The Customer shall install at their own expense any necessary service lines from the District's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the District. The District shall also have access to the customer's property for the purpose of inspecting for possible cross-connections and other unauthorized plumbing practices.

The District is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The service Agreement serves as notice to each customer of the plumbing restrictions, which are in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. The following unauthorized practices are prohibited by state regulations:

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
2. No cross-connections between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service Agreement must exist for an annual inspection and testing by a certified backflow prevention tester.
3. No connection, which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
4. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
5. No solder or flux, which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

6. No plumbing fixture is installed which is not in compliance with a state approved plumbing code.

The District shall maintain a copy of this Agreement as long as the Customer and/or premise is connected to the public water system. The Customer shall allow his property to be inspected for possible cross-connections and other unauthorized plumbing practices. These inspections shall be conducted during the District's normal business hours.

The District shall notify the Customer in writing of any cross-connection or other unauthorized plumbing practices, which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any unauthorized plumbing practice on their premises. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the terms of this service Agreement shall cause the District to either terminate service or properly install, test, and maintain an appropriate backflow device at the service connection. Any expenses associated with the enforcement of this Agreement shall be billed to the Customer.

In the event the total water supply is insufficient to meet the needs of all of the Customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Rules.

By execution of this Agreement, the Applicant hereby shall comply with the terms of said program.

By the execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customers of the District, normal failures of the system, or other events beyond the District's control.

The Customer shall grant to the District, now or in the future, any utility easements for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the District to extend or improve service for existing or future Customers, on such forms as are required by the District.

By execution hereof, the Applicant fully guarantees payment of all rates, fees, and charges due on any account. This guarantee pledges any and all Customer Fees against any balance due the District. Liquidation of any Customer Fee shall authorize discontinuance of service under the terms and conditions of the District's Rules.

By execution hereof, the Applicant agrees that non-compliance with the terms of this Agreement by the Applicant shall constitute denial or discontinuance of service until such time as the violation(s) are corrected to the satisfaction of the District.

Any misrepresentation of the facts by the Applicant on any of the four pages of this Agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Rules. Revised

Signed this the \_\_\_\_ day of \_\_\_\_\_, 2023.

Signature of Applicant: \_\_\_\_\_

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AFTER RECORDING RETURN TO:  
Mustang Special Utility District  
7985 FM 2931  
Aubrey, TX 76227

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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOU DRIVER'S LICENSE NUMBER:**

**PERMANENT EASEMENT AND RIGHT-OF-WAY**

**THE STATE OF TEXAS** §  
**COUNTY OF \_\_\_\_\_** § **KNOW ALL MEN BY THESE PRESENTS:**  
§

That, \_\_\_\_\_ (“Grantor”), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby grant and convey unto **MUSTANG SPECIAL UTILITY DISTRICT** and its successors and assigns (“Grantee”), a permanent, free, and unobstructed twenty foot (20’) easement and right-of-way (“Easement”) immediately adjacent to the abutting right-of-way to enter upon, erect, construct, install, and lay and thereafter enter upon, access and use, operate, inspect, repair, alter, relocate, protect, maintain, replace, upgrade, parallel, add, and remove water distribution lines and wastewater collection lines, if applicable, and any other appurtenance facilities necessary to serve Grantor’s property as well as Grantee’s current and future system-wide customers, (collectively, the “Improvements”) under and across \_\_\_\_\_ acres of land, more particularly depicted and described in **Exhibit A** attached hereto and made a part hereof by reference as if fully set forth herein (the “Easement Property”).

Grantor also grants and conveys unto Grantee a fifty foot (50’) wide temporary construction easement and right-of-way, parallel to and twenty-five feet (25’) on either side of the

Easement Property for use in connection with the initial installation of the Improvements by Grantee, within the Easement Property and for the storage of excavation material resulting from such construction (the “Temporary Construction Easement”). The Temporary Construction Easement will expire upon the earlier to occur of completion of construction and acceptance of the Improvements by Grantee or twenty-four (24) months, unless otherwise prevented by force majeure.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted and to carry out the object for which this Easement is granted, including, but not limited to, the right of ingress, egress, entry, and access in, to, through, on, over, and across the Easement and Grantor’s adjacent property to and from the Easement as is reasonably necessary. Grantee shall have the right from time to time to cut all trees and undergrowth and remove other obstructions on the Easement that, in its judgment, may injure, endanger or interfere with the construction, use, inspection or maintenance of the Improvements.

Grantee shall restore the surface of the land to a smooth contour following use of the Easement Property, including reasonable restoration of existing top soil or removal of soils created during construction by Grantee. During construction, Grantee shall install such fences, barricades, or safety barriers as may be reasonably required to protect the public, livestock or adjacent property. Nothing herein shall be construed as to require Grantee to replace any vegetation, shrubs, or trees removed during construction or require Grantee to compensate Grantor for same, nor replace or compensate any nearby vegetation which may die after completion of construction.

Grantor reserves the right to use the Easement for any purpose, except for the purposes herein granted to Grantee; provided, however, that Grantor shall not construct, nor permit to be constructed, any house, building, road, driveway, reservoir, fences, gates, aerial or underground

utility lines, or other improvements or obstructions of any kind within the Easement without the prior written consent of Grantee. Grantor further agrees not to change the grade of the Easement, remove dirt from the surface of the Easement, or impound water over the Easement without the prior written consent of Grantee. Grantor covenants and agrees that the Grantee shall have the right to remove from the Easement, at Grantor's sole cost and expense, any such encroachment as may now or hereafter be found upon the Easement that in Grantee's sole discretion will or does interfere with Grantee's operations within the Easement. Should Grantee desire to remove any portion of any encroaching improvement permitted hereunder in order to fully use and enjoy the rights herein granted and to carry out the object for which this Easement is granted, Grantor or their successors and assigns shall pay the cost of removing, replacing, and/or reinstalling such removed portion of said encroaching improvement without any liability whatsoever to Grantee.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Improvements referred to herein, and Grantee will maintain the Easement Property in a state of good repair and efficiency so that no damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument of conveyance.

**TO HAVE AND TO HOLD** the above-described Easement forever and the above described temporary construction easement, together with all and singular, the rights and



appurtenances thereto, anywise belonging unto the Grantee, its successors and assigns; and I/We do hereby bind ourselves, our heirs and assigns, to warrant and to forever defend all and singular the premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR(S):**

\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS                                       §  
   §  
COUNTY OF \_\_\_\_\_                                       §

BEFORE ME, the undersigned authority in and for said County, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same of the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public for the State of Texas

February 18, 2022

To: Backflow Assembly Testers (BPAT), Plumbers, Fire line Contractors, Irrigators and Customer Service Inspectors, Builders:

This letter serves to inform you of the new procedures and requirements for delivering Backflow Prevention Assembly Test Reports and Customer Service Inspections to the Mustang Special Utility District. The District has partnered with SC Tracking Solutions LLC, a web-based software tool used to track, catalog, and confirm validity of testers, inspectors and their inspections.

Announcements:

December 1, 2017      START DATE: All existing and new backflow prevention assembly test reports and customer service reports are required to be submitted through the SC Tracking Solutions tool. Paper reports will no longer be accepted as of 12AM.

December 27, 2017      First notices go out to properties whose backflow prevention assembly tests are due and/or past due.

1. To register for the first time, go to [www.sctrackingsolutions.com](http://www.sctrackingsolutions.com) and create a login. All Backflow Prevention Assembly Test Reports and CSI Reports will be delivered at this website.
2. Upload, fax, or email current company documentation, professional license(s), TCEQ BPAT/CSI license, liability insurance, gauge accuracy report, confined space, fire (if app.) and driver's license. Please ensure they are all current. Please allow 24 hours to cross-check information with state databases and issue you a password.
3. Once you have a password you can upload Backflow Prevention Assembly Test Reports or CSI Inspection using the Customer Catalog # (Customer Catalog # is issued to every commercial or residential property owner who receives the notice of compliance). Any missing test reports that are due and/or past due will be forwarded to the Water Operations Department of the Mustang Special Utility District for enforcement action.

**SC Tracking Solutions Customer Service Phone #: 1-866-232-0174**

**SC Tracking Solutions Fax #: 866-410-1093**

**SC Tracking Solutions Email: [cs@sctrackingsolutions.com](mailto:cs@sctrackingsolutions.com)**

Required fees upon the completion of an inspection are as follows, please bid accordingly:

Backflow/CSI Report Submittal:	\$25 total per report, plus state sales tax
Annual District Registration Backflow Tester/CSI Inspector:	\$50 per year, plus state sales tax
BPAT Insurance required:	Not at this Time
Confined space:	Not at this Time

Sincerely,

**Dustin Blank**

Water Operations Manager

**BRAND NEW BACKFLOW PREVENTION ASSEMBLY REGISTRATION FORM**

To: Backflow Testers (BPAT), Customer Service Inspectors (CSI), Irrigators, Plumbers, Fire line Contractors, Builders and Construction Firms

This letter is to inform you of the new procedures for the recording and confirming of NEW residential/commercial backflow prevention assemblies and required testing in the Mustang Special Utility District prior to permit or Certificate of Occupancy. The District has partnered with SC Tracking Solutions LLC, a web based software tool, used to track, catalog and confirm backflow prevention testers and their inspections. The website is [www.sctrackingsolutions.com](http://www.sctrackingsolutions.com). All testers must register all professional licenses through this website. Currently there is no annual fee to register.

As of December 1, 2017 it will be necessary for backflow prevention assembly testers to submit a current driver’s license, gauge accuracy and/or calibration report, state license and professional documentation, individual and company. You will have an opportunity to upload documents during registration or send them to us via fax or email. The fee for each backflow assembly tested is \$11.95 plus state sales tax. This fee is paid upon entering the backflow prevention assembly test results in the online tool. Follow the steps below to complete residential/commercial backflow assembly inspections in a timely manner.

**COMPLETE THIS FORM FOR EACH NEW BACKFLOW PREVENTION ASSEMBLY**  
**DO NOT TURN TEST FORMS IN TO THE CITY.**

- **PRIOR TO TESTING THE NEW BACKFLOW PREVENTION ASSEMBLIES** fax or email this completed document for each new assembly to 866-410-1093 or [cs@sctrackingsolutions.com](mailto:cs@sctrackingsolutions.com). SC Tracking will validate and then upload the information for you.
- BPATs need to go to [www.sctrackingsolutions.com](http://www.sctrackingsolutions.com). Click BPAT registration and complete the entire process. This process should not take more than a few minutes, if documentation is in order, and will only need to be completed one time with periodic updates as licenses or certifications expire.
- Please allow 24 hours for SC Tracking to validate your documentation with state and local databases.
- Once validation is complete you will receive a temporary password via email.
- SC Tracking will then email you a Catalog # for this address.
- You will then return to the website, log in using your email address and temporary password, type in the Catalog #, complete the test or tests that apply to you and check out. This will complete your obligation to this inspection and be copied to the District. Maintain your test records per state law.
- A copy of the report will be emailed to your registered email and the designated District representative upon completion of the test and checkout.

Address of New Assembly: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Building Owner Email: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Size: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Type: \_\_\_\_\_ (RPZ, DC, DCDA, PVB, SVB, RPZ II, DCDA II)

Serves: Please Circle One - **IRRIGATION, DOMESTIC, FIRE, WATER HEATER, BOILER, CARBONATOR**

Location: \_\_\_\_\_

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

Tester Email: \_\_\_\_\_

Please Circle One:                                      Residential                                      Commercial

**\*\*Email/Scan or Fax to SCTS Customer Service\*\***  
**\*\*OSSF systems with irrigation tied to potable drinking water should be protected with a Reduced Pressure Principle.**