

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
NOTICE OF MEETING**

TO: THE BOARD OF DIRECTORS OF THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of the West Travis County Public Utility Agency (“WTCPUA”) will hold its regular meeting at 10:00 a.m. on Thursday, March 15, 2018 at City of Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas. The following matters will be considered and may be acted upon at the meeting.

The Consent Agenda allows the Board of Directors to approve all routine, non-controversial items with a single motion, without the need for discussion by the full Board. Any item may be removed from the Consent Agenda and considered individually upon request of a Board member.

Public comments will be accepted only during designated portions of the Board meeting. Citizens wishing to address the Board should complete the citizens’ communication form provided at the entrance to the meeting room so they may be recognized to speak. Speakers will be limited to three minutes to facilitate the opportunity to comment by all those so interested and to support the orderly flow of the meeting.

I. CALL TO ORDER

II. ESTABLISH QUORUM

III. PUBLIC COMMENT

IV. CONSENT AGENDA (R. Pugh)

- A. Approve minutes of February 15, 2018 regular Board Meeting.**
- B. Approve payment of outstanding invoices and other related bookkeeping matters.**
- C. Approve Service Extension Requests (SERs) including location maps for:
1. Morgan Tract Bee Cave, 83 water and 83 wastewater LUEs, 71 System.**
- D. Approve Professional Services Agreement with Halff and Associates, Inc. for Service and Development policy MOU water quality reviews.**
- E. Approve First Amendment with ERG Belterra, LTD for \$6,000 in additional water line engineering services, reimbursable to WTCPUA, for the Belterra Commercial Project.**

- F. Approve easements for City of Bee Cave Pedestrian Trails at Gateway to Falconhead and adjacent areas.**
- G. Approve purchase of replacement vehicle for PUA Operations Fleet through Buy Board approved vendor Caldwell Country and declare replacement vehicle as surplus property:**
 - 1. Replace PUA Unit 003, 2003 Ford F250, ¾ ton pick-up with 2018 Chevrolet Colorado 4X2 Extended Cab Pick-up, \$22,720.**
- H. Approve developer reimbursement in the amount of \$229,260.33 for Lazy Nine MUD 1A/NASH Sweetwater, LLC.**
- I. Approve Easement Agreement with John Carrell for the 1340 Transmission Main Project.**
- J. Approve Pay Application No. 1 for the 1340 Elevated Storage Tank Project to Landmark Structures I, O.P. for \$28,975**

V. STAFF REPORTS

- A. General Manager’s Report (R. Pugh).**
- B. Controller’s Report (J. Smith).**
- C. Engineer’s Report (D. Lozano/J. Coker) including:**
 - 1. Capital Improvements Plan Update.**
 - 2. Impact Fee Study Update.**
- D. Operations Report (T. Cantu) including:**
 - 1. TLAP/210 effluent usage and pond levels.**

VI. OLD BUSINESS

- A. Discuss, consider and take action regarding pending and/or anticipated litigation, including:**
 - 1. Travis County Municipal Utility District No. 12 v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-16-002274 (D. Klein).*
 - 2. William R. Holms v. West Travis County Public Utility Agency; in Travis County Court of Law #2; C-1-CV-17-003601 (S. Albright).*

(These items under VI.A may be taken into Executive Session under the consultation with attorney exception).

- B. Discuss, consider and take action on amendments to WTCPUA Service and Development Policies (D. Lozano/R. Pugh).**
(This item may be taken into Executive Session under the consultation with attorney exception).

VII. NEW BUSINESS

- A. Discuss, consider and take action on FY2017 Independent Auditor’s Report and Audited Financial Statements and Supplemental Information for year ended September 30, 2017.**
- B. Discuss, consider and take action on Independent Auditor Procedures Report of Reimbursable Costs for Highpointe Phase 5, Section 3.**
- C. Discuss, consider and take action on office building options for WTCPUA Administration and Customer Service operations (R. Pugh).**
- D. Discuss, consider and take action on FY2019 wholesale and retail rate study per Agreement with Heddin Consultants, Inc. in the amount of \$41,680 (J. Smith/R. Pugh/N. Heddin).**
- E. Discuss, consider and take action on Murfee Engineering Company, Inc. engineering modelling and analysis fee estimate of \$25,170 for:
1. Supplemental 1.5 MGD capacity request to DSWSC 1.5MGD SER approved on August 17, 2017, 290 System (S. Roberts).**

VIII. ADJOURNMENT

Dated: March 8, 2018



Robert Pugh
WTCPUA General Manager

The Board of Directors may go into Executive Session, if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters under the following sections: Texas Government Code Ann. 551.071 – Consultation with Attorney; Texas Government Code Ann. 551.072 – Real and Personal Property; Texas Government Code Ann. 551.074 – Personnel Matters. No final action, decision, or vote will be taken on any subject or matter in Executive Session.

The West Travis County Public Utility Agency is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call Robert Pugh, General Manager at (512) 263-0100 for information.

IV. CONSENT AGENDA

ITEM A

**MINUTES OF MEETING OF
THE BOARD OF DIRECTORS OF THE
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

February 15, 2018

Present:

Scott Roberts, President
Fred Goff, Vice President
Ray Whisenant, Secretary
Bill Goodwin, Assistant Secretary
Don Walden, Assistant Secretary

Staff and Consultants:

Robert Pugh, General Manager
Jennifer Riechers, Program Manager
Jennifer Smith, Agency Controller
Keli Kirkley, Agency Accountant
Stefanie Albright, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
David Klein, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
Garry Kimball (Specialized Public Finance), Agency Financial Advisor
Dennis Lozano (Murfee Engineering Company, Inc.), Engineer Consultant
Judith Coker, Agency Engineer
Trey Cantu, Agency Operations Manager

I. CALL TO ORDER

Director Roberts called the meeting to order at 10:02 a.m.

II. ESTABLISH QUORUM

A quorum was established. Also present were the above-referenced staff and consultants.

III. PUBLIC COMMENT

Mr. Li addressed the Board regarding a high water bill that he had that related to a broken water pipe. He stated that he wasn't aware of the leak, and it wasn't identified until the bill was received, and stated that he was concerned that the bill was received so long after the reading. Ms. Riechers confirmed for the Board that the leak was discovered in the customer's irrigation system.

IV. CONSENT AGENDA

- A. Approve minutes of January 18, 2018 regular Board Meeting.
- B. Approve payment of outstanding invoices and other related bookkeeping matters.
- C. Approve Service Extension Requests (SERs) including location map for:
 - 1. Beerburg Brewery, 11 water LUEs, 290 System.
- D. Approve developer reimbursement for Bee Cave Oaks Development, \$27,893.
- E. Approve 30% developer reimbursement for CCNG, Spanish Oaks Section VIII, \$581,021.37.
- F. Ratify Reclaimed Water Use Agreement with St. Croix Capital Advisors, LLC for Gateway to Falconhead.
- G. Authorize General Manager to approve assignment of reimbursement rights from CCNG Development, Inc. to Comerica Bank.
- H. Approve Second Amendment to Non-Standard Service Agreement for extension of time for the Park at Bee Cave.
- I. Approve purchase of operations truck with capacity to tow trailer with mini-excavator or backhoe, 2018 Ford F350 4 x 2 Supercab, from Buy Board vendor Caldwell Country, \$36,825.
- J. Approve Professional Services Agreement with Murfee Engineering Co., Inc. for CIP Project: 1240 Conversion at the County Line Pump Station, \$5,120, including location map, 290 system.
- K. Approve aware of construction contract for CIP Project for 1340 Transmission Main to S.J. Louis of Texas, Ltd. For \$2,313,549.42, including location map, 290 System.

MOTION: A motion was made by Director Whisenant to approve the consent agenda as presented, except that the invoices are approved as corrected by the Finance Committee, and provided as Exhibits A-K. The motion was seconded by Director Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin and Goff
Voting Nay: None
Absent: Director Walden

Director Goodwin addressed Item K and asked Mr. Lozano about the award of a construction contract, which is going to the third largest bidder. Mr. Lozano stated that the tightness of the bids was out of the ordinary, and there were some reservations about the lowest bid. He stated that SJ Louis has a long relationship with the PUA, and that they were confident that they could handle the scope of the project. Mr. Lozano stated that the main issue with the second bidder was demonstration of working with pipes larger than 16 inches in diameter, and that this work can be complicated so experience is important. Given the tight spread in the two bids and based on these other factors, the recommendation was made to select SJ Louis.

In response to a question from Director Whisenant, Mr. Lozano stated that the bid amounts came in within range of the anticipated budget.

Director Walden arrived at 10:06 am.

V. STAFF REPORTS

A. General Manager's Report.

Mr. Pugh presented on this item, provided as Exhibit L.

B. Controller's Report.

Ms. Smith presented this report, provided as Exhibit M and stated that the finances were on track with where the PUA should be.

C. Engineer's Report including:

- 1. Capital Improvements Plan Update.**
- 2. Impact Fee Study Update.**

This report was provided as Exhibit N. In response to a question from Director Roberts, Mr. Pugh stated that the CIP was planned for review in November. Mr. Lozano stated that his firm is working on the CIP now, and some of the preliminary results are included in the CIP and Impact Fee Study Update. The plan is to bring a recommendation to the Board before the end of the year, and anticipated implementation at the end of 2018 or early 2019.

Director Roberts stated that the PUA is not an infinite capacity utility and asked that the idea be explored to determine the amount of capacity needed for CIP projects, and ensure that treatment plant capacity is allocated for that project. Director Roberts asked that the engineer look into this issue.

D. Operations Report.

This report was provided as **Exhibit O**. Director Roberts asked about the high pressure problems in 2017 and asked if there was a log of the timing of these pressure fluctuations. Discussion ensued with Mr. Cantu regarding the PUA's logs relating to pressure.

VI. OLD BUSINESS

A. Discuss, consider and take action regarding pending and/or anticipated litigation, including:

1. *Travis County Municipal Utility District No. 12 v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-16-002274.*

This item was discussed in executive session.

2. *William R. Holms v. West Travis County Public Utility Agency; in Travis County Court of Law #2; C-1-CV-17-003601.*

This item was discussed in executive session.

VII. NEW BUSINESS

A. Discuss, consider and take action regarding Amendment to Purchasing Policy for recurring purchases and related matters.

Ms. Smith presented this item, provided as **Exhibit P**. She stated that staff determined that there were some clarifications needed regarding recurring bills and payment information.

Director Goodwin addressed a comment by Mr. Pugh included in the document, and Mr. Pugh confirmed that the provision at issue was removed as redundant.

Director Roberts asked about a replacement issue for a CIP project, and asked that such replacement needs to be addressed by the applicable engineer that designed the project to ensure that design requirements are met. Mr. Pugh stated that this is part of the PUA's standard operating procedures.

MOTION: A motion was made by Director Goodwin to approve the Amendment to Purchasing Policy for recurring purchases and related matters. The motion was seconded by Director Goff.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff and Walden
Voting Nay: None
Absent: None

B. Discuss, consider and take action on aged meter replacement policy including replacement plan for manual read meters.

Mr. Pugh addressed this item, providing backup as **Exhibit Q**. He stated that the PUA currently does not have a general policy regarding aging meter replacement. He stated that there are valuable benefits to the PUA and to customers in providing automatic read meters (AMRs) that are not available with manual read meters. Director Goodwin stated that there had been some balking at the cost of the AMRs by the Board in the past, but there is a real benefit to having data logs from a customer information perspective.

Director Goodwin stated that the AMRs that the PUA has are not 15 years old yet, but there have been some problems getting data logs. Mr. Pugh stated that the issue in these situations is typically a battery being run down as these batteries typically have a 10 year warranty. Mr. Pugh stated that the 15 year replacement is for the meter itself, and the register that uses the battery doesn't affect the accuracy of the meter. He recommended maintaining the 15 year replacement for meters due to cost considerations.

Ms. Smith confirmed that funding for this program would come from the Facilities Fund.

Director Walden stated that if the PUA were to change out all of the meters in one year, then the PUA would be setting up all the meters to be aging at the same time in 15 years which could be a burdensome cost to the PUA in the long-term. Director Whisenant stated that he would support a two year program.

Director Goff stated that this replacement program should be conducted on a more even basis.

Director Goodwin asked if this program would be onerous from a customer service standpoint, to which Ms. Riechers stated that she did not think it would be.

MOTION: A motion was made by Director Roberts to approve the aged meter replacement policy, including replacement plan for manual read meters, with the goal of accomplishing full implementation in two years. The motion was seconded by Director Whisenant.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff and Walden
Voting Nay: None
Absent: None

Director Whisenant stated that as a part of this policy, the PUA look to the circumstances of the meter when customers make complaints regarding usage.

C. Discuss, consider and take action on amendments to WTCPUA Service and Development Policies.

At 10:44 a.m., Director Roberts announced that the Board would convene in executive session to consult with its attorney under Texas Government Code 551.071 regarding Item VI. A and VII. C.

At 11:42 a.m., Director Roberts announced that the Board would convene in open session and that no action had been taken.

VIII. ADJOURNMENT

MOTION: A motion was made by Director Roberts to adjourn. The motion was seconded by Director Whisenant.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff and Walden

Voting Nay: None

Absent: None

The meeting adjourned at 11:42 a.m.

PASSED AND APPROVED this ___ day of March 2018.

Scott Roberts, President
Board of Directors

ATTEST:

Ray Whisenant, Secretary/Treasurer
Board of Directors

ITEM B

West Travis County PUA- GOF
Cash Flow Report- Manager's Account
As of February 28, 2018

Number	Name	Amount
22719056	HydroPro Solutions, LLC	\$ (333.34)
15273	Jenny Fisher	\$ (85.33)
15274	Texas Commission on Environmental Quality	\$ (90,825.23)
22947747	Ace Contractor Supply	\$ (818.75)
22949104	ACT Pipe & Supply	\$ (639.27)
22972259	Aqua-Tech Laboratories, Inc	\$ (16,819.50)
22945039	ARC Document Solutions	\$ (311.56)
22941697	AVR Inc.	\$ (1,770.79)
22979632	Boswell and Reyes International, LLC	\$ (7,000.00)
22990407	Brenntag Southwest Inc.	\$ (7,007.25)
Void	Cedar Park Overhead Doors	\$ 167.00
22940420	City of Austin 04065 16047	\$ (121.03)
22976270	City of Austin 44118 09855	\$ (15,973.52)
22948735	Crocker Crane Rentals	\$ (1,360.00)
22940758	Department of Information Resources	\$ (167.78)
22945647	Elliott Electric Supply, Inc	\$ (1,096.94)
22943110	Fluid Meter Service, Corp	\$ (4,612.50)
22957794	GP Equipment Company	\$ (550.00)
22949715	Grainger	\$ (1,954.50)
22971161	Hays County MUD No 4	\$ (14,120.64)
22968503	HydroPro Solutions, LLC	\$ (11,081.05)
22948307	Ice Works	\$ (137.50)
22944768	Jones Heating and Air Conditioning	\$ (180.00)
22981310	Lloyd Gosselink Rochelle & Townsend, P.C.	\$ (10,746.28)
22959318	Marcelo's Sand & Loam	\$ (340.80)
22938913	McCoy's Building Supply	\$ (170.78)
22975351	Murfee Engineering Company Inc.	\$ (125,458.66)
22988031	Payton Construction, Inc.	\$ (25,926.00)
22938268	Precision Calibrate Meter Services	\$ (1,605.00)
22959939	Rain For Rent	\$ (1,285.20)
22943777	Republic Services Inc.	\$ (626.52)
22950630	Techline Pipe, LP	\$ (2,346.58)
22943140	Time Warner 27088	\$ (130.66)
22940533	Time Warner 39409	\$ (102.68)
22941738	Time Warner 48749	\$ (67.89)
ACH	Travis County MUD No 16	\$ (62,489.67)
22954866	TxTag	\$ (2.55)
22945763	United Rentals, Inc.	\$ (483.81)
22940922	United Site Services of Texas, Inc.	\$ (84.68)
22948842	USABlueBook	\$ (2,506.80)
22958423	Vintage IT Services	\$ (3,157.00)
22986269	Wastewater Transport Services, LLC	\$ (79,477.50)
22968200	ACT Pipe & Supply	\$ (221.38)
22984699	AT&T Mobility-CC	\$ (862.99)

West Travis County PUA- GOF
Cash Flow Report- Manager's Account
As of February 28, 2018

Wire	Bok Financial	\$	(219,162.50)
Wire	Bok Financial	\$	(714,581.25)
22971534	Brenntag Southwest Inc.	\$	(1,511.20)
22978167	USABlueBook	\$	(546.05)
15275	CCNG Development Co., LP	\$	(581,021.37)
23030644	HydroPro Solutions, LLC	\$	(9,950.00)
23012364	Odessa Pumps & Equipment Inc,	\$	(1,295.00)
23010288	Shows Utilities, Inc.	\$	(2,325.00)
23049524	Office Depot	\$	(829.88)
23037383	TxTag	\$	(2.57)
23075853	ACT Pipe & Supply	\$	(213.50)
ACH	City of Austin 07107 11753	\$	(64,022.42)
Grand Total		\$	(2,090,353.65)

West Travis County PUA - GOF

Cash Flow -Payroll Account

As of February 28, 2018

Num	Name	Memo	Amount
11117 · Payroll			
PAYROLL	United States Treasury	Taxable Group Life Insurance	-450.94
PAYROLL	Employee Payroll	Payroll -1/22/2018-2/4/2018	-58,475.13
ACH	ExpertPay	Expert Pay- Child Support	-207.64
ACH	Child Support Systems	Child Support Remittance	-493.83
ACH	Security Benefits	457 Employee Contribution	-1,619.06
PAYROLL	United States Treasury	Payroll Liability Payment- 1/22/2018-2/4/2018	-18,842.98
ACH	Texas County DRS	TCDRS Payment-December	-29,791.90
PAYROLL	Employee Payroll	Payroll -2/5/2018-2/18/2018	-57,873.12
ACH	ExpertPay	Expert Pay- Child Support	-173.02
ACH	Child Support Systems	Child Support Remittance	-493.83
PAYROLL	United States Treasury	Payroll Liability Payment- 2/5/2018-2/18/2018	-18,664.40
ACH	Security Benefits	457 Employee Contribution	-1,560.73
Total 11117 · Payroll			-188,646.58
TOTAL			-188,646.58

ITEM C



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, Texas 78738
Office: 512/263-0100
Fax: 512/263-2289
wtcpua.org

March 19, 2018

Mr. Danny Miller, P.E.
LJA Engineering, Inc.
5316 Hwy 290 West, Suite 150
Austin, TX 78735

Re: Service Availability
Morgan Tract Bee Cave
3595 S. Ranch Rd 620
Bee Cave, TX 78738

Dear Mr. Miller:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water and wastewater service for a hotel and senior living facility. Service Availability for eighty-three (83) LUEs of water allocation and eighty-three (83) LUEs of wastewater allocation are approved subject to the Applicant complying with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

1. The Applicant enters into a Non-Standard Water Service Agreement with the PUA for eighty-three (83) LUEs of water service allocation and eighty-three (83) LUEs of wastewater service allocation within three (3) months of the date of the letter.
2. The Applicant completes the review process of technical plans associated with its proposed development, including submitting plans that meet PUA requirements for approval prior to release for construction. The Applicant shall also be required to pay all engineering review fees, legal fees and inspection fees associated with this process.
3. The Applicant constructs, at Applicant's sole cost and expense, all water and wastewater service extensions of facilities necessary to facilitate retail service to the Property.
4. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Applicant, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities in a form and manner acceptable to the PUA.
6. Prior to release of water meters for the Property, the applicant shall submit close out documents including final plat and executed and recorded easements per the attached list, as well as an executed Conveyance Agreement.

Mr. Danny Miller, P.E.

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March 8, 2018

7. Customers applying for service in the Property will have to pay all fees including connection fees, impact fees per LUE, and meter drop in fees.
8. Applicant shall pay the PUA annual Water Reservation Fees as applicable per PUA Tariff.
9. The Applicant shall follow and comply with all applicable PUA Tariff, policies, rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.
10. The Applicant will be required to secure a Legal Lot Determination from Travis County or secure an approved subdivision plat in Travis County, Texas for the Property within four (4) years from the date of this letter.
11. Provisions of water to the Property by the PUA shall become null and void if final construction plans have not been approved by the PUA for the Project within four (4) years from the date of this letter.
12. The Applicant shall adopt one of the alternative water quality measures required of the new development as specified in that certain "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement) including:
 - a. Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
 - b. TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348; or
 - c. U.S. Fish and wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000;

Please be advised that conditions may change over time and the PUA will not reserve or commit water or wastewater capacity to the Property until all conditions listed above are met. If, for any reason, that system capacity is exceeded prior to connection to the system, then this property is subject to a moratorium of any additional connections which may be declared. Also, please be advised that the PUA will not provide direct fire flow service to the Property and, as such, the Applicant may be required to install and maintain fire service facilities needed to meet local fire code regulations and requirements.

If you have any questions concerning this matter, please contact Pierce Powers at 512-263-0100.

Sincerely,



Robert W. Pugh,
General Manager

Mr. Danny Miller, P.E.

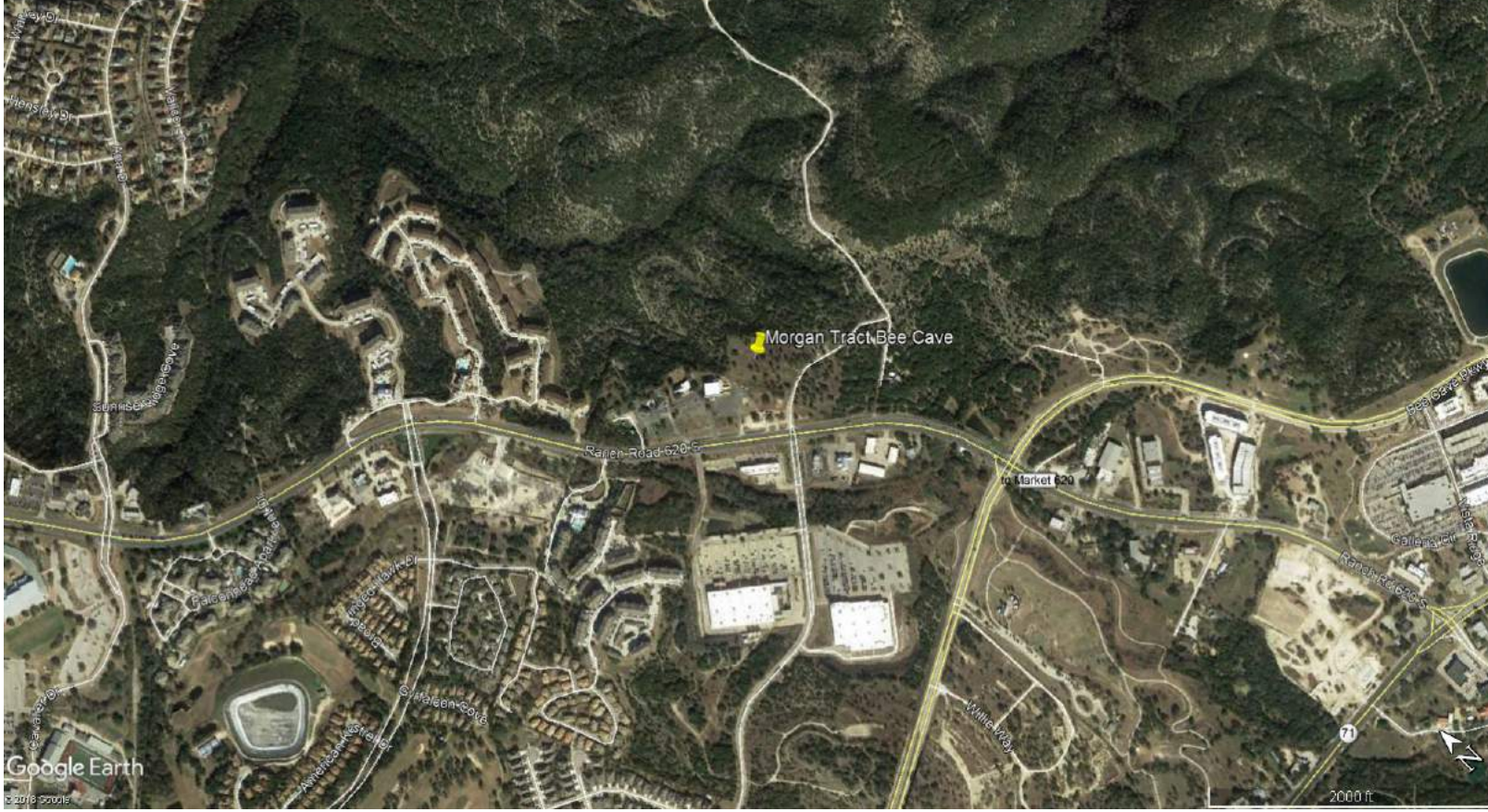
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March 19, 2018

Cc: Reuben Ramirez
Jennifer Smith
Keli Kirkley
Jennifer Riechers
Judith Coker
Pierce Powers
Stephanie Albright, Lloyd Gosselink Rochelle & Townsend, P.C.
Ronee Gilbert, Murfee Engineering Company, Inc.

Location Map
Morgan Tract Bee Cave

Legend



Google Earth
© 2018 Google

2000 ft

ITEM D

or designee Work Authorization Proposals that include the project description, scope of work, staff descriptions, hours per staff, hourly rates, and total cost. Consultant shall not provide any Services to the PUA without prior written approval of the General Manager of the PUA.

Section 2. Term. The term of this Agreement (“Term”) shall commence on the last date signed by either Party (the “Effective Date”) and be for a period of one (1) year from the date hereof and shall continue thereafter for successive one-year periods until termination by either Party.

Section 3. Performance Standards. Consultant agrees that Consultant will, in accordance with all professional and ethical requirements, faithfully, industriously, and to the best of Consultant’s ability, experience and talent, perform to the reasonable satisfaction of the Board of Directors of the PUA, the Services requested.

Section 4. Termination. This Agreement may be terminated unilaterally at any time by either Party hereto by providing thirty (30) days advance written notice to the other Party.

Section 5. Invoicing. Consultant shall invoice the PUA for the Services provided on a monthly basis, and the PUA shall have thirty (30) calendar days upon receipt of each invoice to pay such invoice. Invoices shall be formatted per PUA requirements and include the Work Authorization Description, PUA Work Authorization Number, authorized amount, current invoice amount, and total amount invoiced to date. Each invoice shall also include a breakout of tasks completed, hourly rate per task and total hours per task. Work Authorizations that exceed the authorized amount shall require an Amendment to the Work Authorization prior to invoices being approved for payment.

Section 6. Records. All records and documents related to the Services shall be the PUA’s property. Upon termination of this Agreement, said records and documents shall be promptly delivered by Consultant to the PUA or the PUA’s designee.

Section 7. Insurance. Consultant shall provide and maintain in full force and effect at Consultant’s expense a professional liability insurance policy in the minimum amount of \$1,000,000 conditioned that Consultant will faithfully perform the Services under terms of this Agreement.

Section 8. Prior Agreements. This Agreement represents the entire agreement of the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

Section 9. Conflict of Interest. Consultant agrees that for the duration of this Agreement, Consultant will not engage, either directly or indirectly, in any activity that might adversely affect the PUA or its affiliates. Consultant further agrees to disclose to the PUA any other facts of which Consultant becomes aware that might involve or give rise to a conflict of interest or potential conflict of interest.

Section 10. Amendment. This Agreement may be amended only by express written agreement signed by both Parties.

Section 11. Independent Contractor. The relationship of Consultant to the PUA is that of independent contractor for all purposes under this Agreement, including for the purposes of applicable wage, tax, fringe benefit and worker compensation laws. This Agreement is not intended to create, and shall not be construed as creating, between Consultant and PUA, the relationship of principal and agent, joint ventures, co-partners or other similar relationship, the existence of which is hereby expressly denied.

Section 12. Waiver. Each Party may specifically, but only in writing, waive any breach of this Agreement by the other Party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other Party. The failure on the part of either Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

Section 13. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas. All actions taken by the Parties in the performance of their obligations under this Agreement shall be deemed to have been taken in Travis County, Texas.

Section 14. Severability. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of the Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

Section 15. Counterparts. This Agreement may be executed in separate counterparts.

IN WITNESS THEREOF, Consultant, by its duly authorized officer, and the PUA, with the approval of a majority of the Board of Directors, have executed this Agreement, effective on the Effective Date.

[Signature pages to follow]

HALFF ASSOCIATES, INC.

By: _____

Date: _____

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
Scott Roberts
President, Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Jr.
Secretary, Board of Directors

(SEAL)

EXHIBIT A

Engineering Services

1. SCOPE OF SERVICES

The scope of engineering services to be performed by Halff shall be as follows:

1.1 PROJECT DESCRIPTION

1. Halff proposes to perform comprehensive engineering plan review services for new proposed developments within the West Travis County Public Utility Agency's (WTCPUA) service area boundaries outside the corporate limits or ETJ of the City of Bee Cave and outside the City of Dripping Springs corporate limits. Plan reviews will be for water quality measures, water systems, and/or wastewater systems as applicable.

1.2 DETAILED SCOPE OF SERVICES

PHASE I — Preconstruction Plan Review

Phase I includes reviewing pre-construction plans, site plans, and final plats for proposed developments. It is our understanding developers will submit service extension requests (SERs) for new service to the WTCPUA. Once SERs are approved, the developer will prepare and submit plans and specifications, site plan and final plat for water and/or wastewater infrastructure to provide service to the development. Preliminary plats may be accepted for review on a case by case basis. WTCPUA will provide the SER plan submittal information above to Halff for water quality review and analysis. Halff will provide formal written comments for Phase 1 to WTCPUA. All communication with the developers will be by WTCPUA.

Water Quality Review

For development density of no more than 1 LUE per 1 acre of gross site area, Halff shall perform a water quality review of the plans and specifications, site plan, and final plat for compliance with WTCPUA Service and Development Policies Service Level A.

For projects where Service Level A is not pertinent, Halff shall perform a water quality review of the plans and specifications, site plan, and final plat for compliance with the applicable WTCPUA Service and Development Policies for Service Level B.

Water/Wastewater System Review

Halff's services may include the following:

- Overall review of the project concept plan.

- Modeling the existing system with the new criteria from the proposed development.
- Pipe size determination.
- Connection locations.
- CIP coordination.
- 75% - 90% Guideline determination.
- Any other requirements (pumping, storage, valves, manholes, treatment, etc.).

PHASE II — Post Construction Compliance Review

Phase 2 includes reviewing the project construction for compliance with proposed water quality measures. Halff will perform a visual review of the project site to verify that the facilities were constructed in substantial compliance with approved water quality requirements per approved project plans and specifications, site plan and final plat. The Standard Operating Procedure (SOP) for this compliance review will be provided to Halff by WTCPUA. All communication with the developers will be by WTCPUA.

EXCLUSIONS

Halff's services do not include the following:

- Water, wastewater, and/or water quality/drainage design.
- Hydraulic or hydrologic modeling.
- Construction inspection/observation.
- Materials testing.

2. WTCPUA'S RESPONSIBILITIES

To not delay the services of Halff, WTCPUA shall do the following in a timely manner:

2.1 Provide Existing Data

WTCPUA will provide Halff the following information as requested:

- Project information and correspondence by others.
- Project plans and specifications, site plan and final plat.
- Latest version of WTCPUA Service and Development Policies, including application of:
 - 2000 USFWS Recommendations
 - RG348, including Appendices A and B.
 - OEM.
 - SOP for Phase II compliance review.
 - Existing water and wastewater plans in and near project area.
 - The latest version of WTCPUA's standards, specifications, and details.
 - The latest version of WTCPUA's water and wastewater models.

As WTCPUA's standards, specifications, details, models, etc. or water quality regulations change or are modified by others, WTCPUA will provide to Halff the latest version in a

timely manner. Any requests by WTCPUA for Halff to modify this information shall be considered additional services and will be invoiced per approved WTCPUA work authorizations in accordance with Exhibit B — Fee Schedule. WTCPUA agrees to bear total responsibility for accuracy and content of WTCPUA furnished documents. Existing data delivered to Halff by WTCPUA remains the property of WTCPUA and must be returned to WTCPUA after completion of the PROJECT.

2.2 Provide Access

Arrange for access to property owned by WTCPUA. Right-of-Entry (ROE) for private property will be performed by WTCPUA on behalf of Halff.

2.3 WTCPUA Representative

WTCPUA shall designate a representative to act as Halff's point of contact for this contract.

3. SCHEDULE

3.1 Schedule

Halff's services shall be performed in a timely manner consistent with due and reasonable diligence and sound professional practices. The plan review schedule for each project will be determined and agreed upon by WTCPUA and Halff at the time the project is assigned based on the specifics of that project. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

3.2 Completion of Services

Halff's services under each item of the Scope of Work shall be considered complete on the date when the submissions for that item have been accepted by WTCPUA.

3.3 Changes

If WTCPUA requests significant modifications or changes in the Scope of Services, general scope, extent or character of the PROJECT, the time of performance of Halff's services, compensation and schedule shall be adjusted equitably.

3.4 Written Authorization for Additional Work

Any provision in this AGREEMENT notwithstanding, it is specifically understood and agreed that Halff shall not authorize or undertake any work pursuant to this AGREEMENT which would require the payment of any fee, expense or reimbursement in addition to the fees stipulated in Section 4, (Payment for Services) of this AGREEMENT, without first having obtained the specific written authority to do so from WTCPUA.

4. PAYMENT FOR SERVICES

4.1 Payment for Services shall be as follows:

The estimated fees for Services below and the hourly rates in Exhibit B are valid through 2018. If the contract extends beyond 2018, Halff reserves the right to renegotiate the rates at the beginning of each calendar year. Direct costs will be billed at actual invoice x 1.1. These fees will be billed monthly as established in Exhibit B — Fee Schedule.

4.2 Fee Summary

Phases I and II — Services for Phase I and II will be invoiced in accordance with Work Authorizations pre-approved by the WTCPUA in accordance with Exhibit B — Fee Schedule. Any proposed change in Work Authorization scope and/or cost will require prior WTCPUA approval.

Exhibit B

Half Hourly Rate Schedule

(Rates are valid through 2018)

Principal	\$ 225
Project Manager	\$ 205
Senior Project Engineer	\$ 175
Project Engineer	\$ 135
EIT	\$ 105
Senior Structural Engineer	\$ 175
Structural Engineer	\$ 135
Senior MEP Engineer	\$ 175
MEP Engineer	\$ 135
Senior Environmental Scientist	\$ 150
Environmental Scientist	\$ 90
CADD Technician	\$ 80
Clerical	\$ 65

ITEM E

**FIRST AMENDMENT TO
COST REIMBURSEMENT AGREEMENT
BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
ERG BELTERRA, LTD**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This FIRST AMENDMENT TO COST REIMBURSEMENT AGREEMENT (the “Amendment”), effective on March __, 2018 (the “Effective Date”), is entered into by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code (hereafter the “PUA”), and ERG BELTERRA, LTD (hereafter “Owner”). The PUA and Owner are each, a “Party” and are collectively referred to as the “Parties”.

RECITALS

WHEREAS, the PUA is a public utility agency operating pursuant to Chapter 572, Texas Local Government Code;

WHEREAS, Owner is the owner of certain real property located in Dripping Springs, Hays County, Texas and more particularly described as follows: All Lots, Final Plat of RESUBDIVISION OF NORTH BELTERRA COMMERCIAL, a subdivision in Hays County, Texas, according to map or plat thereof recorded under Instrument No. 2017-17024060, of the Official Public Records of Hays County, Texas, SAVE AND EXCEPT Lot 2B and Lot 3G, RESUBDIVISION OF NORTH BELTERRA COMMERCIAL, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Document No. 2017-17024060, Official Public Records of Hays County, Texas (the “Property”).

WHEREAS, Owner has an Agreement with Hays County WCID No. 1, a Wholesale Customer of the PUA, to develop the Property for commercial purposes at Belterra Village, including the installation of water infrastructure connected to the PUA water system;

WHEREAS, the Parties entered into a Cost Reimbursement Agreement Between West Travis County Public Utility Agency and ERG Belterra, Ltd. on September 22, 2017 (the “Original Agreement”) to reimburse the PUA for repairs to the 20” Transmission Main, and relocate approximately 200’ of the 20” Transmission Main to ensure adequate cover and protection of the main is provided;

WHEREAS, the project has been completed, and the reimbursable consultant costs exceeded the project estimate, increasing from \$15,000 to \$21,000;

WHEREAS, the Owner has paid to the PUA all reimbursable costs referenced in the Original Agreement and the Amendment, and the Parties desire to ~~provide-recognize~~ for the reimbursement of the increased reimbursable consultant costs through this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements hereinafter set forth, and other good and valuable consideration, the adequacy and sufficiency of which is evidenced by the Parties' respective execution of this Amendment, the Parties agree as follows:

1. Amendment

- A. Section 1~~b~~ of the Original Agreement is deleted in its entirety and replaced with the following language to delete Exhibit A and replace it with Exhibit A-1 as follows:

Section 1. Owner Cost Reimbursements to PUA.

- a. The Owner shall reimburse the PUA for repairs caused by Owner damage to the 20" Transmission Main on July 28, 2017 and September 17, 2017 as shown in Exhibit A-1.
- b. The Owner shall reimburse the PUA for all PUA Consultant¹ design and construction inspection services for relocating the 20" Transmission Main as listed in Exhibit A-1.
- c. The Owner shall reimburse the PUA for all PUA inspection services and administrative costs as listed in Exhibit A-1.
- d. The Owner shall engage the services of PUA-approved Contractor(s) to perform the 20" Transmission Main relocation. Approved Contractors and estimated cost of construction are listed in Exhibit A-1. Construction shall not commence until a notice to proceed has been given by the PUA's Consultant after completion of approved design plans, which design plans shall be subject to the reasonable approval of Owner, such approval which will not be unreasonably withheld, conditioned, or delayed. The relocated 20" Transmission Main must be relocated within an existing PUA easement. The Contractor shall perform the work in accordance with the PUA Consultant plans and specifications, and construction shall be under the supervision of the PUA Consultant. The PUA Consultant shall have the authority to designate working hours for the repair work in the interest of minimizing the impact to the PUA System and customers. The PUA Consultant shall have the authority to halt construction and request modification to Contractor procedures if at any time it is determined that Contractor is not performing work to PUA Consultant plans and specifications. The plans shall specify that the temporarily repaired sections on the 20" Transmission Main will be replaced with pipe sections with mechanical joints or equivalent specified by the PUA's Consultant.
- e. The Owner shall pay the Contractor directly for performance of the work. The estimated cost of the construction relocation is shown in Exhibit A-1.

¹ The PUA Consultant designated for the purposes of this Agreement is Murfee Engineering Co.

- f. The Owner, its contractors and engineers shall exercise due diligence not to damage any additional PUA facilities during construction activities, including following proper locating and potholing procedures. In the event that damage occurs the Owner shall reimburse the PUA for all costs required to repair the PUA facilities, including water loss.
- g. The two additional driveway crossings of the PUA Transmission Main shall also be potholed as directed by the PUA Consultant in order to field verify that adequate cover over the PUA Transmission Main is provided. Should minimum cover requirements not be met, additional relocation work including design, specification, construction, and inspection, may need to be conducted. Any PUA Consultant fees or any other reasonable costs or fees eligible for reimbursement pursuant to this Agreement shall be reimbursed by Owner and Contractors paid directly by Owner as required, with all work being governed by the terms of this Agreement.

B. Section 4 of the Original Agreement is deleted in its entirety and replaced with the following language to delete Exhibit A and replace it with Exhibit A-1 as follows:

Section 4. Termination. This Agreement may be terminated unilaterally by the PUA for Owner non-performance by providing thirty (30) days advance written notice. If termination is executed PUA shall be entitled to all reimbursements from Owner per Exhibit A-1 of this Agreement, plus reimbursement for Contractor costs if PUA shall hire a Contractor directly to complete the work.

C. Section 5 of the Original Agreement is deleted in its entirety and replaced with the following language to delete Exhibit A and replace it with Exhibit A-1 as follows:

Section 5. Invoicing. Owner shall reimburse PUA for applicable costs listed in Exhibit A-1 within thirty (30) calendar days of date of invoices submitted to Owner. Owner shall pay Contractor directly for construction work performed.

2. Defined Terms.

All capitalized terms that are not otherwise defined herein shall have the meanings set forth in the Agreement.

3. Effect on Agreement.

The terms of the Original Agreement are hereby modified and amended pursuant to the terms of this Amendment. Except as otherwise expressly amended by this Amendment, all other terms and conditions of the Agreement remain in full force and effect, and are hereby confirmed and ratified.

IN WITNESS THEREOF, Owner, by its duly authorized Officer, and the PUA, with the approval of a majority of the Board of Directors, have executed this Amendment, effective on the date of the last signature to the Amendment.

ERG BELTERRA, LTD

By: EGP 2015 Management, LLC,
a Texas limited liability company,
its general partner

By: _____

Name: _____

Title: _____

Date: _____

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
Scott Roberts
President, Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Jr.
Secretary, Board of Directors

Date: _____

(SEAL)

EXHIBIT "A-1"

Owner Reimbursement of PUA Costs

1. Repair to 20" Transmission Main (Section 1.a. reimbursement)

a. Belterra Village – 20" Water Main Break E US Hwy 290 – July 28, 2017.

Description	Qty	Unit	Price	Total
Truck, Pickup ½ ton hrs.	16	hrs	\$19.45	\$311.20
Labor hrs.	16	hrs	\$30.15	\$482.40
500,000 gallons water loss	1	lump	\$8,000	\$8,000
Repair Materials: 20" clamp wrapped Sealed and bedded	1	lump	\$2,084.10	<u>\$2,084.10</u>
			Grand Total:	\$10,877.70

b. Owner – ERG Belterra, Ltd. (Section 1.a. reimbursement)

Contractor - DCA

Sub -Ranger Construction. Struck 20" water main 2:00 pm 9-7-17.

Description	Qty	Unit	Price	Total
Truck, Pickup 1/2 ton	36	hrs	\$19.45	\$700.20
Backhoe	6	hrs	\$43.75	\$262.50
Dump Truck	6	hrs	\$75.00	\$450.00
Labor	48	hrs	\$30.15	\$1,447.20
500,000 gallons water loss	1	lump	\$8,000.00	\$8,000.00
Repair Materials: (2) - 20" clamps and accessories in place	1	lump	\$4,168.20	<u>\$4,168.20</u>
			Grand Total:	\$15,028.10

2. Consultant Design and Inspection Services (Section 1.b. reimbursement)

a. Time and materials, estimated at \$21,000, not to exceed.

3. PUA Inspection Services and Administrative Costs (Section 1.c. reimbursement)

a. Inspection services, \$2500.

b. Administrative costs, \$2500.

4. Approved Contractors and Estimated Construction Cost (Section 1.d. contractor payment)

a. Approved contractors, Hagelin and CC Carlton.

b. Estimated construction cost, \$75,000.

ITEM F

TRAIL EASEMENT AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Trail Easement Agreement ("Agreement") is made by **PFP Falconhead Retail, LLC, a Delaware limited liability company** ("Owner") and is as follows:

RECITALS

A. Owner is the owner of that certain tract of real property located in Travis County, Texas, which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Owner Tract").

B. Owner has constructed a part concrete and part crushed granite hiking and biking trail (the "Trail Improvements") on the Owner Tract within the area specified in **Exhibit "B"** attached hereto (the "Easement Tract").

C. Owner has agreed to grant to City a non-exclusive easement for the limited purpose of using the Trail Improvements within the Easement Tract (the "Easement"), subject to the terms, conditions and other matters set forth in this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged and confessed, Owner hereby GRANTS, SELLS and CONVEYS, to City an easement for the limited purposes of using the Trail Improvements within the Easement Tract, subject to the reservations, terms and conditions of this Agreement and subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable. The Easement shall be subject to the following terms and provisions:

1. Character of Easement. The Easement is an easement in gross.
2. Duration of Easement. The Easement is perpetual.
3. Exclusiveness of Easement. The Easement is non-exclusive and City's use shall be in common with Owner and its successors and assigns, and with the beneficiaries of any prior easements of record affecting the Easement Tract. Owner hereby reserves, for itself and its successors and assigns, (a) the right to enter upon and use the surface of the Easement Tract, subsurface of the Easement Tract and the air space over the Easement Tract for any purposes (i) that are not prohibited under the City of Bee Cave Code of Ordinances, and (ii) that do not unreasonably interfere with the rights granted to City hereunder, and (b) the right to convey to others the right to use all or part of the Easement Tract in conjunction with City, so long as such further conveyance is subject to the terms of this Agreement. Owner may dedicate all or any portion of the Easement Tract so long as such dedication recognizes, accepts and does not unreasonably interfere or conflict with the use of the Easement Tract by City for the purposes and uses herein provided.

4. Purpose of Easement. City shall use the Easement only for public pedestrian and non-motorized vehicular hiking and biking uses.

5. Repairs and Restoration. Owner shall be responsible for any and all maintenance and repairs required for the Trail Improvements.

6. Amendment. This Dedication may be amended or modified only by an instrument executed by Owner and the City of Bee Cave, and filed of record in the Official Public Records of Travis County, Texas.

7. Indemnity. The City shall to the extent allowed by law, indemnify, defend and hold Grantor harmless from and against any and all losses, costs, expenses, actions or claims, by the public, by City, by City's licensees, employees, agents, invitees, contractors, and guests, or by any other person or entity, directly or indirectly, resulting from the use of the Easement Tract, or from any activity conducted thereon.

8. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights granted. Any oral representations or modifications concerning this Agreement shall be of no force and effect except in a subsequent modification in writing, signed by the party to be charged.

9. Assignment. The Easement may not be assigned by City, its successors or assigns, without the prior written consent of Grantor.

10. Attorney's Fees. If either party to this Agreement retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs and expenses.

11. Binding Effect. The terms, provisions, agreements, and covenants herein contained shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Without limiting the generality of the foregoing sentence, the terms, provisions, agreements, and covenants contained herein shall constitute covenants running with the lands affected thereby, and shall be enforceable at law or in equity.

12. No Waiver. Except for a written waiver signed by the party to be charged, any action or inaction by any party with respect to any provision of this Agreement, including, but not limited to, a party's failure to enforce any provision of this Agreement, shall not constitute a waiver of that provision or any other provision of this Agreement. Any waiver by any party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement.

13. Headings. Any section headings in this Agreement are for reference only and shall not modify or affect the interpretation of this Agreement in any manner whatsoever.

[Signature pages to follow]

AGREED AND ACCEPTED:

CITY OF BEE CAVE, TEXAS,
a Texas home rule municipal corporation

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____, by
_____, as _____ of **CITY**
OF BEE CAVE, TEXAS, a Texas municipal corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

AGREED AND ACCEPTED:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY hereby joins in execution of this Dedication Agreement to demonstrate its approval of the use of the Easement Tract by the Public City for the uses herein described and to acknowledge and agree that its right to irrigate the Easement Tract access rights and its wastewater utility easement, will not be adversely affected by the Easement Dedication herein granted to the Public City by Owner Grantor for the purposes herein stated.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, as _____ of **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, on behalf of said agency.

NOTARY PUBLIC, State of Texas

EXHIBIT A
Owner Tract

Lot 1, Block A, Gateway to Falconhead Final Plat, according to the map or plat thereof, recorded in Document No. 201300220, Official Public Records, Travis County, Texas.

EXHIBIT B
Easement Tract

EXHIBIT _____
EASEMENT DESCRIPTION

DESCRIPTION OF A 0.055 ACRE 2,386 SQUARE FOOT), TRACT OF LAND SITUATED IN THE J. BECK SURVEY, NO. 91, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 7.472 ACRE LOT 1, BLOCK A OF GATEWAY TO FALCONHEAD FINAL PLAT, A SUBDIVISION OF RECORD IN DOCUMENT NO. 201300220 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND DESCRIBED IN SPECIAL WARRANTY DEED TO PFP FALCONHEAD RETAIL, LLC, RECORDED IN DOCUMENT NO. 2013227166 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.055 ACRE (2,386 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the existing southeasterly right-of-way (ROW) line of Falcon Head Boulevard (100' ROW width) as depicted on Spillman Ranch, Phase One, Section One, Final Plat, a subdivision of record in Document No. 200200274 of the Official Public Records of Travis County, Texas, same being in the northwesterly boundary line of said Lot 1, Block A, for the calculated southwesterly corner and **POINT OF BEGINNING** of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "Capital Surveying" found, being a point of curvature in said existing southeasterly ROW line bears S 20°56'59" W at a distance of 5.76 feet;

- 1) **THENCE**, with the common boundary line of said Lot 1 and said existing southeasterly ROW line, **N 20°56'59" E** for a distance of **5.27** feet to the northwesterly corner of the herein described tract, and from which a calculated point of non-tangency in said existing southeasterly ROW line bears **N 20°56'59" E** at a distance of 5.73 feet;

THENCE, departing said existing southeasterly ROW line, through the interior of said Lot 1, following eighteen (18) courses:

- 2) **S 63°12'40" E** for a distance of **12.43** feet to a calculated point of curvature to the left;
- 3) Along said curve to the left, having a delta angle of **40°23'56"**, a radius of **10.60** feet, an arc length of **7.47** feet and a chord which bears **S 84°48'45" E** for a distance of **7.32** feet to a calculated point of tangency;
- 4) **N 74°43'34" E** for a distance of **10.67** feet to a calculated point of curvature to the right;
- 5) Along said curve to the right, having a delta angle of **64°38'01"**, a radius of **22.66** feet, an arc length of **25.56** feet and a chord which bears **S 72°41'52" E** for a distance of **24.22** feet to a calculated point of tangency;
- 6) **S 40°19'19" E** for a distance of **23.20** feet to a calculated ell corner;
- 7) **N 49°47'49" E** for a distance of **65.21** feet to a calculated point of curvature to the right;
- 8) Along said curve to the right, having a delta angle of **90°52'01"**, a radius of **5.91** feet, an arc length of **9.37** feet and a chord which bears **S 84°46'10" E** for a distance of **8.42** feet to a calculated point of non-tangency;
- 9) **S 39°20'09" E** for a distance of **39.80** feet to a calculated point of curvature to the left;
- 10) Along said curve to the left, having a delta angle of **78°32'30"**, a radius of **5.12** feet, an arc length of **7.02** feet and a chord which bears **S 78°39'25" E** for a distance of **6.48** feet to a calculated point of non-tangency;
- 11) **N 62°06'02" E** for a distance of **30.33** feet to a calculated angle point;
- 12) **N 66°45'51" E** for a distance of **22.26** feet to a calculated angle point;
- 13) **N 82°14'52" E** for a distance of **33.81** feet to a calculated angle point;
- 14) **S 89°49'11" E** for a distance of **31.76** feet to a calculated angle point;

- 15) S 76°18'17" E for a distance of 51.87 feet to a calculated angle point;
- 16) S 82°47'27" E for a distance of 15.54 feet to a calculated angle point;
- 17) N 76°59'37" E for a distance of 28.21 feet to a calculated angle point;
- 18) N 88°11'15" E for a distance of 35.73 feet to a calculated angle point;
- 19) S 42°47'17" E for a distance of 1.03 feet to a calculated point in the northeasterly boundary line of said Lot 1, being in the southwesterly boundary line of that called 2.849 acre remainder tract of land and described and depicted in First Amendment to Treated Effluent Disposal Easement (Parcel "H") recorded in Document No. 2001019575 of the Official Public Records of Travis County, Texas, same being a remainder tract of 464.976 acres described in Executor's Distribution Deed to Henry J. Spillman, Jr., Golda Lynn Garnet and John Franklin Spillman referenced in Document No. 2001016510 of the Official Public Records of Travis County, Texas, for the northeasterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "Capital Surveying" found, being the most northerly corner of said 2.849 acre remainder tract, bears N 22°07'16" W at a distance of 108.29 feet;
- 20) THENCE, with the common boundary line of said Lot 1 and said 2.849 acre remainder tract, S 22°07'16" E for a distance of 12.08 feet to the calculated southeasterly corner of the herein described tract;

THENCE, departing said 2.849 acre remainder tract, through the interior of said Lot 1, the following twenty-two (22) courses:

- 21) N 42°31'19" W for a distance of 10.06 feet to a calculated angle point;
- 22) S 88°21'37" W for a distance of 32.50 feet to a calculated angle point;
- 23) S 76°37'52" W for a distance of 29.06 feet to a calculated angle point;
- 24) N 83°39'33" W for a distance of 17.38 feet to a calculated angle point;
- 25) N 76°28'27" W for a distance of 52.12 feet to a calculated angle point;
- 26) N 90°00'00" W for a distance of 29.54 feet to a calculated angle point;
- 27) S 82°25'41" W, for a distance of 32.56 feet to a calculated angle point;
- 28) S 67°28'25" W for a distance of 22.19 feet to a calculated angle point;
- 29) S 62°04'20" W for a distance of 30.17 feet to a calculated point of curvature to the right;
- 30) Along said curve to the right, having a delta angle of 78°32'30", a radius of 10.00 feet, an arc length of 13.71 feet and a chord which bears N 78°39'25" W for a distance of 12.66 feet to a calculated point of tangency;
- 31) N 39°23'10" W, for a distance of 39.99 feet to calculated point of curvature to the left;
- 32) Along said curve to the left, having a delta angle of 90°59'25", a radius of 0.74 feet, an arc length of 1.17 feet and a chord which bears N 84°52'52" W for a distance of 1.05 feet to a calculated point of tangency;
- 33) S 49°37'25" W, crossing an entrance drive, for a distance of 65.48 feet for an ell corner;
- 34) S 40°16'49" E, for a distance of 5.10 feet for a calculated ell corner;
- 35) S 49°50'00" W, for a distance of 9.95 feet for a calculated ell corner;
- 36) N 40°22'59" W, for a distance of 25.25 feet for a calculated ell corner;
- 37) N 49°37'01" E, for a distance of 5.00 feet for a calculated ell corner;

- 38) N 40°22'59" W, for a distance of 8.21 feet to a calculated point of curvature to the left;
- 39) Along said curve to the left, having a delta angle of 64°38'01", a radius of 17.66 feet, an arc length of 19.92 feet and a chord which bears N 72°41'52" W for a distance of 18.88 feet to a calculated point of tangency;
- 40) S 74°59'17" W for a distance of 10.67 feet to a calculated point of curvature to the right;
- 41) Along said curve to the right, having a delta angle of 40°23'56", a radius of 15.55 feet, an arc length of 10.96 feet and a chord which bears N 84°48'45" W for a distance of 10.74 feet to a calculated point of tangency;
- 42) N 64°36'47" W for a distance of 12.02 feet to the POINT OF BEGINNING, containing 0.055 acre, (2,386 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

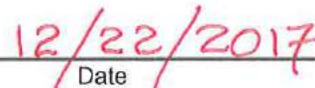
All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON § § KNOW ALL MEN BY THESE PRESENTS:

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.


Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681


Date

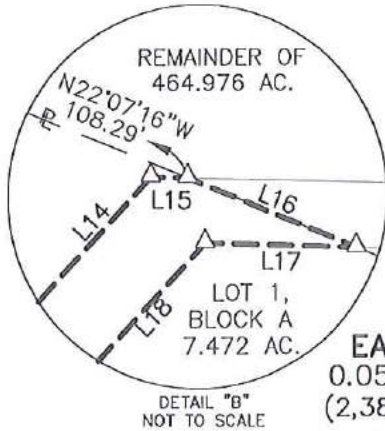
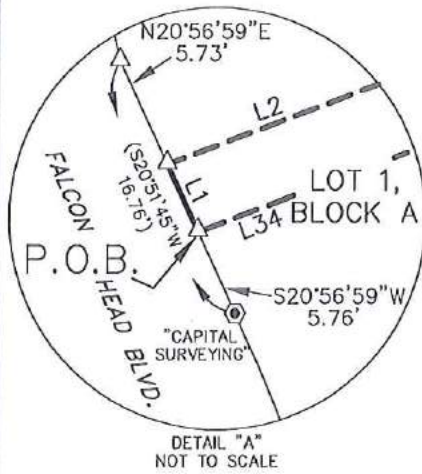


**EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION**

HENRY J. SPILLMAN, Jr.
JOHN FRANKLIN SPILLMAN &
GOLDA LYNN GARNET
REMAINDER OF
464.976 ACRES
DOC. NO. 2001016510
O.P.R.T.C.T.

2.849 ACRE
REMAINDER
PARCEL "H"
DESCRIBED IN
DOC. NO. 2001019575
O.P.R.T.C.T.

EASEMENT
0.055 ACRES
(2,386 Sq. Ft.)



TREATED EFFLUENT DISPOSAL
EASEMENT
DOC. NO. 2002108123
O.P.R.T.C.T.
&
DRAINAGE, WATER QUALITY AND
LANDSCAPE EASEMENT AND
RESTRICTIVE COVENANT
DOC. NO. 2002178400
O.P.R.T.C.T.

FALCON HEAD BLVD.
(100' R.O.W. DRAINAGE &
PUBLIC UTILITY EASEMENT)

WASTEWATER EASEMENT AND
RIGHT-OF-WAY
DOC. NO. 2002128811
O.P.R.T.C.T.

GATEWAY TO FALCONHEAD
FINAL PLAT
DOC. NO. 201300220
O.P.R.T.C.T.

PFP FALCONHEAD RETAIL, LLC
DOC. NO. 2013227166
O.P.R.T.C.T.

DECLARATION OF CONDOMINIUM REGIME
FOR GATEWAY TO FALCONHEAD
COMMERCIAL CONDOMINIUMS
DOC. NO. 2017098482
O.P.R.T.C.T.

SOUTHWESTERN
BELL TELE. CO.
ACCESS, CABLE &
EQUIP. EASE.
DOC. NO. 2010017736
O.P.R.T.C.T.
SPILLMAN RANCH,
PHASE ONE,
SECTION ONE,
FINAL PLAT
DOC. NO. 200200274
O.P.R.T.C.T.

J. BECK SURVEY
NO. 91

LOT 2, BLOCK A
((N41°27'02"W 423.62'))
N41°26'26"W 423.73'

SCALE = 1" = 50'

REV: 12/20/2017

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PFP FALCONHEAD RETAIL, LLC

TRAVIS COUNTY, TEXAS

**EASEMENT
PART 2
0.055 ACRES
(2,386 SQ. FT.)**

PAGE 4 OF 5

EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION

LEGEND	
⊙	1/2" IRON ROD WITH PLASTIC CAP FOUND AS NOTED
●	1/2" IRON ROD FOUND UNLESS NOTED OTHERWISE
△	CALCULATED POINT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
ℙ	PROPERTY LINE
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS TRAVIS COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
()	RECORD INFORMATION

NO.	DIRECTION	DISTANCE
L1	N20°56'59"E	5.27'
L2	S63°12'40"E	12.43'
L3	N74°43'34"E	10.67'
L4	S40°19'19"E	23.20'
L5	N49°47'49"E	65.21'
L6	S39°20'09"E	39.80'
L7	N62°06'02"E	30.33'
L8	N66°45'51"E	22.26'
L9	N82°14'52"E	33.81'
L10	S89°49'11"E	31.76'
L11	S76°18'17"E	51.87'
L12	S82°47'27"E	15.54'
L13	N76°59'37"E	28.21'
L14	N88°11'15"E	35.73'
L15	S42°47'17"E	1.03'
L16	S22°07'16"E	12.08'
L17	N42°31'19"W	10.06'
L18	S88°21'37"W	32.50'
L19	S76°37'52"W	29.06'
L20	N83°39'33"W	17.38'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	40°23'56"	10.60'	7.47'	7.32'	S84°48'45"E
C2	64°38'01"	22.66'	25.56'	24.22'	S72°41'52"E
C3	90°52'01"	5.91'	9.37'	8.42'	S84°46'10"E
C4	78°32'30"	5.12'	7.02'	6.48'	S78°39'25"E
C5	78°32'30"	10.00'	13.71'	12.66'	N78°39'25"W
C6	90°59'25"	0.74'	1.17'	1.05'	N84°52'52"W
C7	64°38'01"	17.66'	19.92'	18.88'	N72°41'52"W
C8	40°23'56"	15.55'	10.96'	10.74'	N84°48'45"W

NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

3) HATCHED AREA(S) WITHIN EASEMENT ARE OVERLAPS WITH EASEMENT(S) REPUTEDLY GRANTED TO THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY OR PREDECESSOR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

L21	N76°28'27"W	52.12'
L22	N90°00'00"W	29.54'
L23	S82°25'41"W	32.56'
L24	S67°28'25"W	22.19'
L25	S62°04'20"W	30.17'
L26	N39°23'10"W	39.99'
L27	S49°37'25"W	65.48'
L28	S40°16'49"E	5.10'
L29	S49°50'00"W	9.95'
L30	N40°22'59"W	25.25'
L31	N49°37'01"E	5.00'
L32	N40°22'59"W	8.21'
L33	S74°59'17"W	10.67'
L34	N64°36'47"W	12.02'

Lawrence M. Russo 12/22/2017
 LAWRENCE M. RUSSO DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TX 78681



REV: 12/20/2017

**INLAND
GEODETICS**
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251
 FIRM REGISTRATION NO. 100591-00

PFP FALCONHEAD RETAIL, LLC

TRAVIS COUNTY, TEXAS

EASEMENT
 PART 2
 0.055 ACRES
 (2,386 SQ. FT.)

PAGE 5 OF 5

ACCESS EASEMENT PUBLIC DEDICATION

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Access Easement dedication ("Dedication") is made by _____ a Texas _____ ("Grantor") and is as follows:

RECITALS

A. Grantor is the Owner for that certain tract of real property located in Travis County, Texas, which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Grantor Tract").

B. Grantor has agreed to construct and dedicate for public access a concrete hiking and jogging trail of various widths up to fifteen (15) feet (the "Trail Improvements") on the Grantor's Tract as specified in **Exhibit "B"** attached hereto (the "Easement Tract").

C. This Dedication is subject to the terms, conditions and other matters set forth herein.

NOW, THEREFORE, Grantor hereby dedicates to the public an access easement for the limited purposes of using the Trail Improvements on the Easement Tract, subject to the reservations, terms and conditions of this Dedication and subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable. The Easement shall be subject to the following terms and provisions:

1. Character of Easement. The Easement is an easement in gross.
2. Duration of Easement. The Easement is perpetual.
3. Exclusiveness of Easement. The Easement is non-exclusive and the Public's use shall be in common with Grantor and its successors and assigns. Grantor hereby reserves, for itself and its successors and assigns, the right to enter upon and use the surface of the Easement Tract, subsurface of the Easement Tract and the air space over the Easement Tract for any purposes (i) that are not prohibited under the City of Bee Cave Code of Ordinances; (ii) that do not unreasonably interfere with the rights granted to the Public hereunder; and (iii) that do not interfere with rights granted under any prior easements of record affecting the Easement Tract. Grantor may dedicate all or any portion of the Easement Tract so long as such dedication and use recognizes, accepts and does not unreasonably interfere or conflict with the use of the Easement Tract by the Public for the purposes, uses and rights herein provided. Notwithstanding anything contained herein to the contrary, Grantor shall not use the Easement Tract in any other manner that interferes in any material way with the easements, rights, and privileges granted hereunder or the terms and conditions hereof.
4. Purpose of Easement. The Easement shall be used only for the purposes of providing public access for pedestrian and non-motorized vehicular uses.

5. Repairs and Restoration. Grantor shall be solely responsible for any and all maintenance and repairs required for the Trail Improvements. If the Trail Improvements are disturbed by any West Travis County Public Utility Agency activities, West Travis County Public Utility Agency shall not be liable or responsible for the repair to the Trail Improvements and the Grantor shall make such repairs as necessary pursuant to their maintenance obligations contemplated by this Dedication.

6. Amendment. This Dedication may be amended only with consent of the City of Bee Cave, and filed of record in the Official Public Records of Travis County, Texas.

7. Headings. Any section headings in this Dedication are for reference only and shall not modify or affect the interpretation of this Agreement in any manner whatsoever.

[Signature pages to follow]

IN WITNESS WHEREOF, this Dedication of Public Access Easement is executed to be effective as of the _____ day of _____, 2018 (the "Effective Date").

GRANTOR:

By: _____, its
a _____

By:
Name:
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2018, by _____ as _____ of _____, as _____ of _____ a Texas _____ on behalf of said _____.

NOTARY PUBLIC, State of Texas

AGREED AND ACCEPTED:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY hereby joins in execution of this Dedication to demonstrate its approval of the use of the Easement Tract by the Public for the uses herein described and to acknowledge and agree that its access rights and its wastewater effluent irrigation rights will not be adversely affected by the Easement Dedication herein granted to the Public by Grantor for the purposes herein stated.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, as _____ of **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, on behalf of said agency.

NOTARY PUBLIC, State of Texas

EXHIBIT A

[Grantor Tract]

Lot 2, Block A, Gateway to Falconhead Final Plat, according to the map or plat thereof, recorded in Document No. 201300220, Official Public Records, Travis County, Texas.

EXHIBIT B

[Easement Tract]

EXHIBIT _____
EASEMENT DESCRIPTION

DESCRIPTION OF A 0.271 ACRE (11,792 SQUARE FOOT), TRACT OF LAND SITUATED IN THE J. BECK SURVEY, NO. 91, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 6.465 ACRE LOT 2, BLOCK A OF GATEWAY TO FALCONHEAD FINAL PLAT, A SUBDIVISION OF RECORD IN DOCUMENT NO. 201300220 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO FALCONHEAD OFFICES, LLC RECORDED IN DOCUMENT NO. 2016206071 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.271 ACRE (11,792 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with plastic cap stamped "CAPITAL SURVEYING" found in the existing southeasterly right-of-way (ROW) line of Falcon Head Boulevard (100' ROW width) as depicted on Spillman Ranch, Phase One, Section One, Final Plat, a subdivision of record in Document No. 200200274 of the Official Public Records of Travis County, Texas;

- 1) **THENCE**, with said existing ROW line, same being the northwesterly boundary line of said Lot 2, along a curve to the left, having a delta angle of $16^{\circ}44'08''$, a radius of **488.00** feet, an arc length of **142.54** feet and a chord which bears, **N $45^{\circ}08'59''$ E**, for a distance of **142.03** feet to a calculated point;

THENCE, departing said existing ROW line, through the interior of said Lot 2, the following two (2) courses:

- 2) **N $78^{\circ}25'50''$ E**, for a distance of **21.23** feet to a calculated angle point;
- 3) **N $33^{\circ}25'50''$ E**, for a distance of **45.93** feet to a calculated point in the northeasterly boundary line of said Lot 2, same being the southwesterly boundary line of Lot 1, Block A, of said Gateway To Falconhead subdivision, for the northerly corner of the herein described tract, and from which the calculated common corner of said Lot 2 and said Lot 1 in said existing southeasterly ROW line, bears **N $41^{\circ}26'26''$ W**, at a distance of **15.14** feet, pass an iron rod with plastic cap (unreadable) found and continuing for a total distance of **16.11** feet;
- 4) **THENCE**, with the common boundary line of said Lot 2 and Lot 1, **S $41^{\circ}26'26''$ E**, for a distance of **25.90** feet to a calculated point, for the easterly corner of the herein described tract;

THENCE, departing said Lot 1, through the interior of said Lot 2, the following three (3) courses:

- 5) **S $33^{\circ}25'50''$ W**, for a distance of **49.53** feet to a calculated angle point;
- 6) **S $78^{\circ}25'50''$ W**, for a distance of **22.21** feet to the point of beginning of a non-tangent curve to the right;
- 7) Along said curve to the right, having a delta angle of $06^{\circ}12'09''$, a radius of **513.00** feet, an arc length of **55.53** feet and a chord which bears, **S $40^{\circ}57'24''$ W**, for a distance of **55.51** feet to a calculated point of non-tangency;

THENCE, continuing through the interior of said Lot 2, partially with the proposed back of curb of an entrance drive and parking area and partially with an existing back of curb, the following eight (8) courses:

- 8) **S $41^{\circ}12'58''$ E**, for a distance of **4.63** feet to a calculated point of curvature to the right;
- 9) Along said curve to the right, having a delta angle of $86^{\circ}27'10''$, a radius of **14.00** feet, an arc length of **21.12** feet and a chord which bears, **S $02^{\circ}00'54''$ W**, for a distance of **19.18** feet to a calculated point of tangency;
- 10) **S $45^{\circ}15'04''$ W**, for a distance of **42.53** feet to a calculated point of curvature to the right;
- 11) Along said curve to the right, having a delta angle of $14^{\circ}45'24''$, a radius of **15.00** feet, an arc length of **3.86** feet and a chord which bears, **S $52^{\circ}37'42''$ W**, for a distance of **3.85** feet to a calculated point of tangency;
- 12) **S $60^{\circ}00'24''$ W**, for a distance of **39.52** feet to a calculated angle point;
- 13) **S $55^{\circ}54'18''$ W**, for a distance of **40.10** feet to a calculated angle point;
- 14) **S $53^{\circ}42'49''$ W**, for a distance of **33.41** feet to a calculated point of curvature of a non-tangent curve to the left;
- 15) Along said non-tangent curve to the left, having a delta angle of $62^{\circ}15'38''$, a radius of **15.00** feet, an arc length of **16.30** feet and a chord which bears, **S $21^{\circ}43'23''$ W** for a distance of **15.51** feet to a calculated point of non-tangency;

**City of Bee Cave
Trail Easement
Gateway To Falconhead Lot 2 Rev.**

Page 2 of 4
July 12, 2017
Revised: Nov. 09, 2017

THENCE, departing said existing back of curb, continuing through the interior of said Lot 2, the following five (5) courses:

- 16) S 42°46'16" W, for a distance of 10.61 feet to a calculated angle point;
- 17) S 63°43'53" E, for a distance of 3.86 feet to a calculated point of curvature to the right;
- 18) Along said curve to the right, having a delta angle of 108°51'25", a radius of 25.80 feet, an arc length of 49.02 feet and a chord which bears, S 09°18'11" E, for a distance of 41.97 feet to a calculated point of tangency;
- 19) S 45°07'32" W, for a distance of 7.61 feet to a calculated point in the approximate northeasterly edge of pavement of Yellow Bell Bend, a paved private access road, for the southerly corner of the herein described tract;
- 20) With said approximate edge of pavement N 44°54'15" W, for a distance of 61.80 feet to a calculated point in said existing southeasterly ROW line of Falcon Head Boulevard, for the westerly corner of the herein described tract, and from which the calculated westerly corner of said Lot 2, same being the northerly corner of Lot 10, Block B of said Spillman Ranch, Phase One, Section One, Final Plat, bears, along said existing southeasterly ROW line, along a curve to the right, having a delta angle of 01°15'23", a radius of 2340.00 feet, an arc length of 51.31 feet and a chord which bears, S 44°15'28" W for a distance of 51.31 feet;

THENCE, with said existing southeasterly ROW line, same being the northwesterly boundary line of said Lot 2, the following two (2) courses:

- 21) Along a curve to the left, having a delta angle of 03°27'24", a radius of 2340.00 feet, an arc length of 141.17 feet and a chord which bears, N 41°54'08" E for a distance of 141.15 feet to an iron rod with plastic cap stamped "CAPITAL SURVEYING" found for a point of non-tangency;
- 22) N 53°01'52" E for a distance of 5.25 feet to the POINT OF BEGINNING, containing 0.271 acre, (11,792 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS:

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

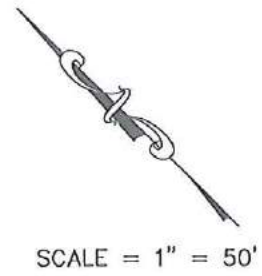

Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



11/20/2017
Date

**EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION**

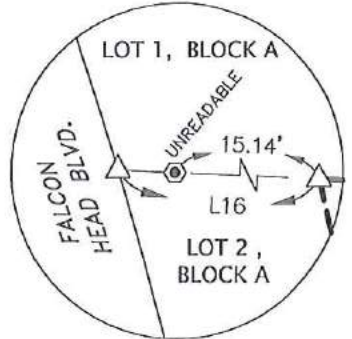
LOT 1, BLOCK A



SPILLMAN RANCH,
PHASE ONE,
SECTION ONE,
FINAL PLAT
DOC. No. 200200274
O.P.R.T.C.T.

((N41°27'02"W 423.62'))
N41°26'26"W 423.73'

LOT 1, BLOCK A



LOT 2, BLOCK A
(6.465 AC.)

GATEWAY TO FALCONHEAD
FINAL PLAT
DOC. No. 201300220
O.P.R.T.C.T.

FALCONHEAD OFFICES, LLC
DOC. NO. 2016206071
O.P.R.T.C.T.

WATER QUALITY EASEMENT
0.622 AC. EXHIBIT "D"
DOC. NO. 2012117814
O.P.R.T.C.T.

ACCESS & UTILITY EASEMENT
0.740 AC., EXHIBIT "C"
DOC. NO. 2012117814
O.P.R.T.C.T.

[N42°42'36"W 670.34]

07/10/2017
REVISED: 11/09/2017

SPILLMAN RANCH,
PHASE ONE,
SECTION ONE,
FINAL PLAT
DOC. No. 200200274
O.P.R.T.C.T.

FINAL PLAT
THE VILLAS OF BEE CAVE
DOC. NO. 200800192
O.P.R.T.C.T.

YELLOW BELL BEND

PAVED ACCESS ROAD

LOT 1

LOT 10,
BLOCK B

BLVD.
HEAD
(100' R.O.W., DRAINAGE & PUBLIC UTILITY EASEMENT)

FALCON
HEAD
(100' R.O.W., DRAINAGE & PUBLIC UTILITY EASEMENT)

EXISTING

P.O.B.

EASEMENT
0.271 ACRES
(11,792 SQ. FT.)

PROPOSED B.O.G.

J. BECK SURVEY
NO. 91

TREATED EFFLUENT DISPOSAL EASEMENT
DOC. NO. 2002108123
O.P.R.T.C.T.

DRAINAGE, WATER QUALITY AND LANDSCAPE
EASEMENT AND RESTRICTIVE COVENANT
DOC. NO. 2002178400
O.P.R.T.C.T.

CONCRETE PARKING
AREA

SOUTHWESTERN BELL TELE. CO.
ACCESS, CABLE & EQUIP. EASE.
DOC. NO. 2010017736
O.P.R.T.C.T.

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

FALCONHEAD OFFICES, LLC

TRAVIS COUNTY, TEXAS

EASEMENT
TRACT
0.271 ACRES
(11,792 SQ. FT.)

PAGE 3 OF 4

EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION

LEGEND	
⊙	1/2" IRON ROD WITH PLASTIC CAP FOUND STAMPED "CAPITAL SURVEYING" UNLESS NOTED
●	1/2" IRON ROD FOUND UNLESS NOTED OTHERWISE
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
B.O.C.	BACK OF CURB
▬	PROPERTY LINE
P.R.T.C.T.	PLAT RECORDS TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS TRAVIS COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
RECORD INFORMATION	
()	SPILLMAN RANCH, PH 1, SECT 1
[]	GATEWAY TO FALCONHEAD

LINE TABLE		
L1	N78°25'50"E	21.23'
L2	N33°25'50"E	45.93'
L3	S41°26'26"E	25.90'
L4	S33°25'50"W	49.53'
L5	S78°25'50"W	22.21'
L6	S41°12'58"E	4.63'
L7	S45°15'04"W	42.53'
L8	S60°00'24"W	39.52'
L9	S55°54'18"W	40.10'
L10	S53°42'49"W	33.41'
L11	S42°46'16"W	10.61'
L12	S63°43'53"E	3.86'
L13	S45°07'32"W	7.61'
L14	N44°54'15"W	61.80'
L15	N53°01'52"E	5.25'
L16	N41°26'26"W	16.11'

CURVE DATA					
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	16°44'08"	488.00'	142.54'	142.03'	N45°08'59"E
(C2)	(32°39'17")	(488.00')	(278.13')	(274.38')	(S37°11'24"W)
[C3]	[24°51'27"]	[480.00']	[208.25']	[206.62']	[N41°22'42"E]
C4	06°12'09"	513.00'	55.53'	55.51'	S40°57'24"W
C5	86°27'10"	14.00'	21.12'	19.18'	S02°00'54"W
C6	14°45'24"	15.00'	3.86'	3.85'	S52°37'42"W
C7	62°15'38"	15.00'	16.30'	15.51'	S21°43'23"W
C8	108°51'25"	25.80'	49.02'	41.97'	S09°18'11"E
C9	03°27'24"	2340.00'	141.17'	141.15'	N41°54'08"E
C10	01°15'23"	2340.00'	51.31'	51.31'	S41°54'08"W
(C11)	(04°42'45")	(2340.00')	(192.46')	(192.41')	(S42°31'59"W)
[C11]	[04°42'56"]	[2340.00']	[192.59']	[192.54']	[N42°34'58"E]

NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

3) HATCHED AREAS WITHIN EASEMENT ARE OVERLAPS WITH EASEMENT(S) REPUTEDLY GRANTED TO THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY OR PREDECESSOR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 11/20/2017
LAWRENCE M. RUSSO DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LP
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



07/10/2017
REVISED: 11/09/2017

FALCONHEAD OFFICES, LLC

TRAVIS COUNTY, TEXAS

EASEMENT
TRACT
0.271 ACRES
(11,792 SQ. FT.)

PAGE 4 OF 4

TRAIL EASEMENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Trail Easement Agreement ("Agreement") is made by **Henry J. Spillman, Jr., as Independent Executor of the Estate of Henry J. Spillman, deceased, acting by PFP Falconhead Retail, LLC, a Delaware limited liability company, attorney in fact, and successor in interest to Gateway to Falconhead LLC, a Delaware limited liability company** ("Grantor") and is as follows:

RECITALS

A. Grantor is the owner of (or has property rights to grant a trail easement on) that certain tract of real property located in Travis County, Texas, which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Grantor Tract").

B. A crushed granite hiking and biking trail and a striped cross walk (the "Trail Improvements") has been constructed on the Grantor Tract within the area specified in **Exhibit "B"** attached hereto (the "Easement Tract").

C. Grantor has agreed to grant to City a non-exclusive easement for the limited purpose of using the Trail Improvements within the Easement Tract (the "Easement"), subject to the terms, conditions and other matters set forth in this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor hereby GRANTS, SELLS and CONVEYS, to City an easement for the limited purposes of using the Trail Improvements within the Easement Tract, subject to the reservations, terms and conditions of this Agreement and subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable. The Easement shall be subject to the following terms and provisions:

1. Character of Easement. The Easement is an easement in gross.
2. Duration of Easement. The Easement is perpetual.
3. Exclusiveness of Easement. The Easement is non-exclusive and City's use shall be in common with Grantor and its successors and assigns, and with the beneficiaries of any prior easements of record affecting the Easement Tract. Grantor hereby reserves, for itself and its successors and assigns, (a) the right to enter upon and use the surface of the Easement Tract, subsurface of the Easement Tract and the air space over the Easement Tract for any purposes (i) that are not prohibited under the City of Bee Cave Code of Ordinances, and (ii) that do not unreasonably interfere with the rights granted to City hereunder, and (b) the right to convey to

others the right to use all or part of the Easement Tract in conjunction with City, so long as such further conveyance is subject to the terms of this Agreement. Grantor may dedicate all or any portion of the Easement Tract so long as such dedication recognizes, accepts and does not unreasonably interfere or conflict with the use of the Easement Tract by City for the purposes and uses herein provided.

4. Purpose of Easement. City shall use the Easement only for public pedestrian and non-motorized vehicular hiking and biking uses.

5. Repairs and Restoration. Grantor shall be responsible for any and all maintenance and repairs required for the Trail Improvements.

6. Amendment. This Dedication may be amended or modified only by an instrument executed by Grantor and the City of Bee Cave, and filed of record in the Official Public Records of Travis County, Texas.

7. Indemnity. City shall to the extent allowed by law, indemnify, defend and hold Grantor harmless from and against any and all losses, costs, expenses, actions or claims, by the public, by City, by City's licensees, employees, agents, invitees, contractors, and guests, or by any other person or entity, directly or indirectly, resulting from the use of the Easement Tract, or from any activity conducted thereon.

8. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights granted. Any oral representations or modifications concerning this Agreement shall be of no force and effect except in a subsequent modification in writing, signed by the party to be charged.

9. Assignment. The Easement may not be assigned by City, its successors or assigns, without the prior written consent of Grantor.

10. Attorney's Fees. If either party to this Agreement retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs and expenses.

11. Binding Effect. The terms, provisions, agreements, and covenants herein contained shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Without limiting the generality of the foregoing sentence, the terms, provisions, agreements, and covenants contained herein shall constitute covenants running with the lands affected thereby, and shall be enforceable at law or in equity.

12. No Waiver. Except for a written waiver signed by the party to be charged, any action or inaction by any party with respect to any provision of this Agreement, including, but not limited to, a party's failure to enforce any provision of this Agreement, shall not constitute a waiver of that provision or any other provision of this Agreement. Any waiver by any party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement.

13. Headings. Any section headings in this Agreement are for reference only and shall not modify or affect the interpretation of this Agreement in any manner whatsoever.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the _____ day of _____, 2018 (the "Effective Date").

GRANTOR:

Henry J. Spillman, Jr., as Independent Executor of the Estate of Henry J. Spillman

By: PFP Falconhead Retail, LLC, a Delaware limited liability company, His Attorney-in-Fact

By: St. Croix Capital Advisors LLC,
a Texas limited liability company
Manager

By: The Kelly Capital Group, Inc.,
a California corporation
Manager

By: _____
Kenneth R. Satterlee
President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this _____ day of ____, 2018, personally appeared Kenneth R. Satterlee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same (a) in his capacity as President of The Kelly Capital Group, Inc., a California corporation, The Kelly Capital Group, Inc. acting in its capacity as Manager of St. Croix Capital Advisors LLC, a Texas limited liability company, St. Croix Capital Advisors LLC acting in its capacity as Manager of PFP Falconhead Retail, LLC, a Delaware limited liability company, PFP Falconhead Retail, LLC acting in its capacity as attorney-in-fact on behalf of Henry J. Spillman, Jr., as Independent Executor of the Estate of Henry J. Spillman, and (b) for the purposes and consideration therein expressed.

NOTARY PUBLIC, State of Texas

AGREED AND ACCEPTED:

CITY OF BEE CAVE, TEXAS,
a Texas home rule municipal corporation

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____, by
_____, as _____ of **CITY**
OF BEE CAVE, TEXAS, a Texas municipal corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

AGREED AND ACCEPTED:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY hereby joins in execution of this Agreement to demonstrate its approval of the use of the Easement Tract by City for the uses herein described and to acknowledge and agree that its access rights and its wastewater utility easement will not be adversely affected by the Easement herein granted to City by Grantor for the purposes herein stated.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, as _____ of **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, on behalf of said agency.

NOTARY PUBLIC, State of Texas

EXHIBIT A

Grantor Tract

EXHIBIT B
Easement Tract

EXHIBIT _____
EASEMENT DESCRIPTION

DESCRIPTION OF A 0.030 ACRE (1,305 SQUARE FOOT), TRACT OF LAND SITUATED IN THE J. BECK SURVEY, NO. 91, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.849 ACRE REMAINDER TRACT OF LAND FIRST DESCRIBED AND DEPICTED IN FIRST AMENDMENT TO TREATED EFFLUENT DISPOSAL EASEMENT (PARCEL "H") RECORDED IN DOCUMENT NO. 2001019575 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING A REMAINDER TRACT OF 464.976 ACRES REFERENCED IN EXECUTOR'S DISTRIBUTION DEED TO HENRY J. SPILLMAN, JR., GOLDA LYNN GARNET AND JOHN FRANKLIN SPILLMAN IN DOCUMENT NO. 2001016510 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.030 ACRE (1,305 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northeasterly edge of an existing gravel trail with metal edging, being in the northeasterly boundary line of that called 7.472 acre Lot 1, Block A, Gateway to Falconhead Final Plat, a subdivision of record in Document No. 201300220 of the Official Public Records of Travis County, Texas, same being the southwesterly boundary line of said 2.849 acre remainder tract, for the northerly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "Capital Surveying" found, being the northerly corner of said 2.849 acre remainder tract, same being an angle point in the northeasterly boundary line of said 7.472 acre tract, bears N 22°07'16" W at a distance of 108.29 feet;

THENCE, departing the northeasterly boundary line of said 7.472 acre tract, through the interior of said 2.849 acre remainder tract, the next five (5) courses, with said northeasterly edge of the existing gravel trail, the following two (2) courses:

- 1) **S 42°47'17" E** for a distance of **25.35** feet to a calculated angle point;
- 2) **S 19°32'17" E** for a distance of **109.53** feet to a calculated angle point, being the approximate terminus of said northeasterly edge of the existing gravel trail, same being the approximate westerly edge of an existing concrete sidewalk;
- 3) **THENCE**, departing said existing gravel trail and said concrete sidewalk, **N 49°48'35" E** for a distance of **5.33** feet to a calculated angle point;
- 4) **THENCE**, **S 38°44'37" E** for a distance of **11.57** feet to a calculated angle point;
- 5) **THENCE**, **S 33°27'08" E**, at a distance of approximately 5.6 feet, pass the existing northwesterly back of curb of the concrete entrance drive to said 7.472 acre tract, and continuing, crossing said concrete entrance drive, for a total distance of **37.23** feet, to a calculated point of curvature of a non-tangent curve to the left on the southeasterly face of curb of said entrance drive, for the southeasterly corner of the herein described tract;

THENCE, continuing through the interior of said 2.849 acre remainder tract, with said face of the easterly entrance curb, the following two (2) courses:

- 6) Along said non-tangent curve to the left, having a delta angle of **04°18'49"**, a radius of **180.00** feet, an arc length of **13.55** feet and a chord which bears **S 59°02'00" W** for a distance of **13.55** feet to a calculated point of compound curvature;
- 7) Along said curve to the left, having a delta angle of **61°00'29"**, a radius of **9.82** feet, an arc length of **10.46** feet and a chord which bears **S 17°11'09" W** for a distance of **9.97** feet to a calculated point in the common boundary line of said 7.472 acre tract and said 2.849 acre remainder tract, for the southwesterly corner of the herein described tract;
- 8) **THENCE**, departing said face of curb, crossing said concrete entrance drive and continuing with said common boundary line, **N 22°07'16" W** for a distance of **70.50** feet to a calculated point, being the intersection of said common boundary line and the southwesterly edge of said existing gravel trail;

THENCE, departing the northeasterly boundary line of said 7.472 acre tract, through the interior of said 2.849 acre remainder tract, with the southwesterly edge of said existing gravel trail, the following two (2) courses:

- 9) N 19°18'56" W for a distance of 94.03 feet to a calculated angle point;
- 10) N 42°31'19" W for a distance of 13.20 feet to a calculated point, being in said common boundary line of the 7.472 acre tract, and the 2.849 acre remainder tract, for an angle point;
- 11) THENCE, with said common boundary line, N 22°07'16" W for a distance of 12.08 feet to the POINT OF BEGINNING, containing 0.030 acre, (1,305 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.


Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

12/13/2017
Date



EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

11/28/2017

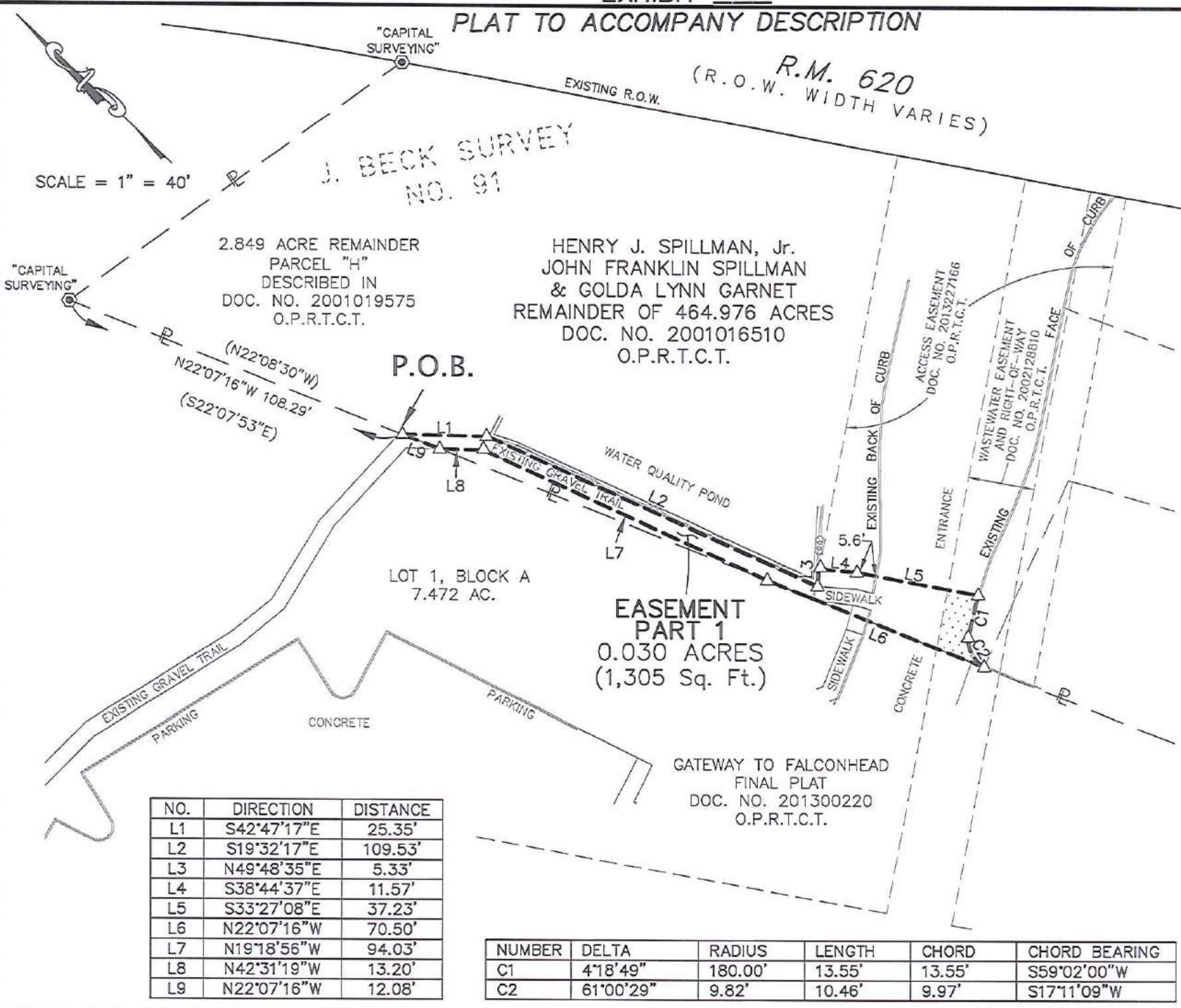
EASEMENT
PART 1
0.030 ACRES
(1,305 SQ. FT.)

PAGE 3 OF 4

HENRY J. SPILLMAN, Jr.
JOHN FRANKLIN SPILLMAN &
GOLDA LYNN GARNET

TRAVIS COUNTY, TEXAS

**INLAND U
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00



SCALE = 1" = 40'

J. BECK SURVEY
NO. 91

2.849 ACRE REMAINDER
PARCEL "H"
DESCRIBED IN
DOC. NO. 2001019575
O.P.R.T.C.T.

HENRY J. SPILLMAN, Jr.
JOHN FRANKLIN SPILLMAN
& GOLDA LYNN GARNET
REMAINDER OF 464.976 ACRES
DOC. NO. 2001016510
O.P.R.T.C.T.

P.O.B.

LOT 1, BLOCK A
7.472 AC.

EASEMENT
PART 1
0.030 ACRES
(1,305 Sq. Ft.)

GATEWAY TO FALCONHEAD
FINAL PLAT
DOC. NO. 201300220
O.P.R.T.C.T.

NO.	DIRECTION	DISTANCE
L1	S42°47'17"E	25.35'
L2	S19°32'17"E	109.53'
L3	N49°48'35"E	5.33'
L4	S38°44'37"E	11.57'
L5	S33°27'08"E	37.23'
L6	N22°07'16"W	70.50'
L7	N19°18'56"W	94.03'
L8	N42°31'19"W	13.20'
L9	N22°07'16"W	12.08'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	4°18'49"	180.00'	13.55'	13.55'	S59°02'00"W
C2	61°00'29"	9.82'	10.46'	9.97'	S17°11'09"W

EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION

LEGEND	
⊙	1/2" IRON ROD WITH PLASTIC CAP FOUND AS NOTED
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
⊔	PROPERTY LINE
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
()	RECORD INFORMATION

NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

3) HATCHED AREA(S) WITHIN EASEMENT ARE OVERLAPS WITH EASEMENT(S) REPUTEDLY GRANTED TO THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY OR PREDECESSOR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 12/13/2017
 LAWRENCE M. RUSSO DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TX 78681



11/28/2017

EASEMENT
 PART 1
 0.030 ACRES
 (1,305 SQ. FT.)

HENRY J. SPILLMAN, Jr.
 JOHN FRANKLIN SPILLMAN &
 GOLDA LYNN GARNET

TRAVIS COUNTY, TEXAS

PAGE 4 OF 4

**INLAND U
 GEODETICS**
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251
 FIRM REGISTRATION NO. 100591-00

DESCRIPTION OF A 2.849 ACRE TRACT PREPARED BY DELTA SURVEY GROUP INC., IN JANUARY 2013, LOCATED IN THE J. BECK SURVEY NUMBER 91, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A 464.976 ACRE TRACT CONVEYED TO HENRY J. SPILLMAN, JR. ET AL AND DESCRIBED IN DOCUMENT NUMBER 2001016510 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 2.849 ACRE TRACT AS SHOWN ON ACCOMPANYING PLAT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TXDOT Type II monument found in the west right-of-way (ROW) line of Ranch to Market Road (RM) 620 (ROW varies), same being the northeast corner of Lot 1, Block A, Morningside Subdivision, a subdivision of record in Document Number 200900139 Official Public Records, Travis County, Texas, also being the southeast corner of said remainder tract, for the **POINT OF BEGINNING**:

THENCE with the south line of said remainder tract, same being the north line of said Lot 1 the following two (2) courses and distances:

1. S 63°58'49" W a distance of 141.47 feet to a ½ inch iron rod found, and;
2. S 67°05'39" W a distance of 65.01 feet to a ½ inch iron rod found for the southwest corner of said 2.849 acre tract;

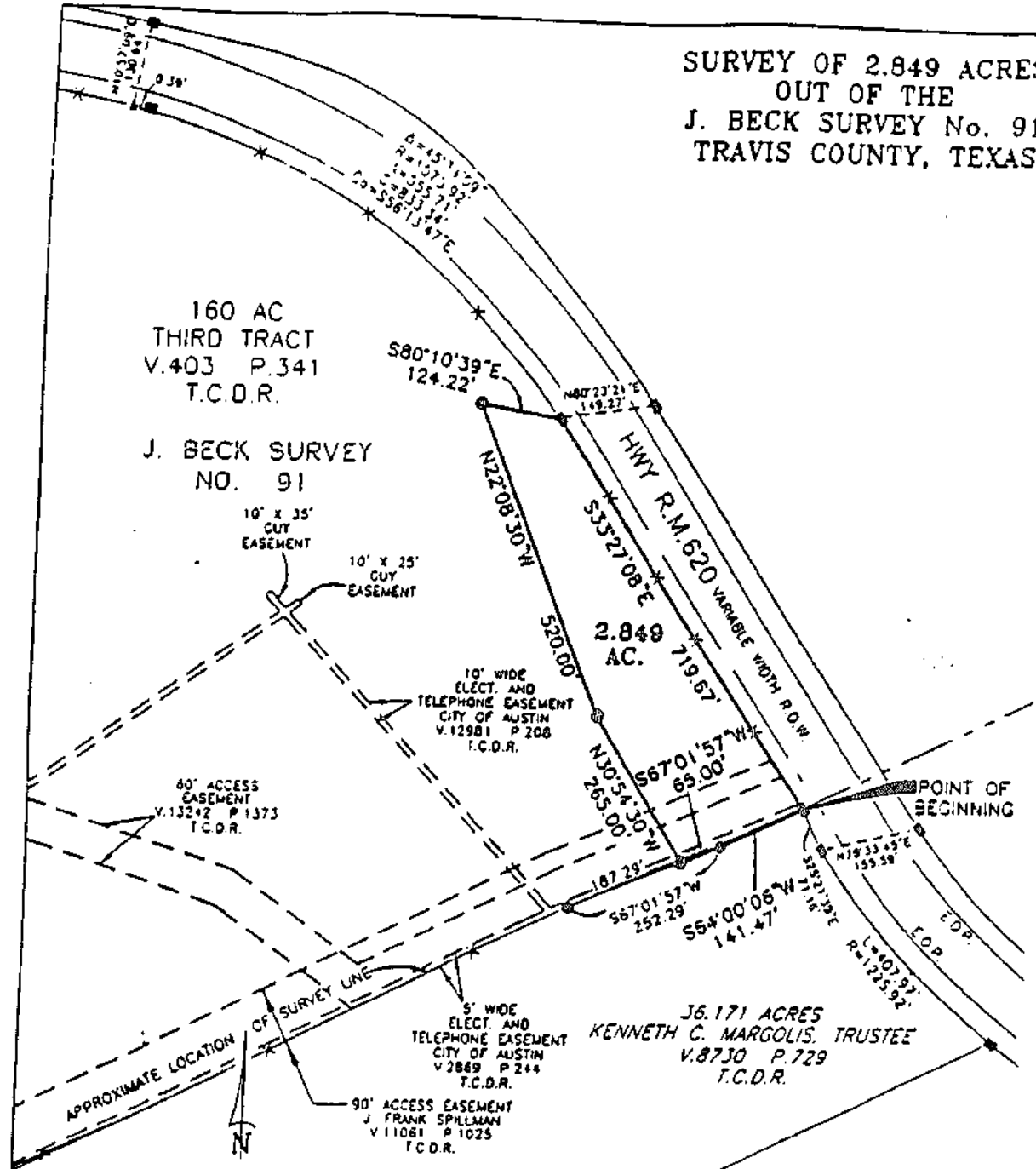
THENCE leaving said common line and crossing said remainder tract the following three (3) courses and distances:

1. N30°55'07"W, a distance of 264.90 feet to a ½ inch iron rod with "CAPITAL SURVEY" cap found,
2. N22°07'53"W, a distance of 520.01 feet to a ½ inch iron rod with "CAPITAL SURVEY" cap found, and
3. S80°08'55"E, a distance of 124.21 feet to a ½ inch iron rod with "CAPITAL SURVEY" cap found in the west ROW of said RM 620, same being in the east line of said remainder tract;

THENCE with said west ROW line, same being the east line of said remainder tract S33°27'11"E a distance of 719.54 feet to the **POINT OF BEGINNING** and containing 2.849 acres of land, more or less.

BEARING BASIS: State Plane Coordinate System, Texas Central Zone, NAD 83/HARN

**SURVEY OF 2.849 ACRES
OUT OF THE
J. BECK SURVEY No. 91
TRAVIS COUNTY, TEXAS**



160 AC
THIRD TRACT
V.403 P.341
T.C.D.R.

J. BECK SURVEY
NO. 91

10' x 35'
GUY
EASEMENT

10' x 25'
GUY
EASEMENT

10' WIDE
ELECT. AND
TELEPHONE EASEMENT
CITY OF AUSTIN
V.12981 P.208
T.C.D.R.

60' ACCESS
EASEMENT
V.13242 P.1373
T.C.D.R.

5' WOE
ELECT. AND
TELEPHONE EASEMENT
CITY OF AUSTIN
V.2869 P.244
T.C.D.R.

90' ACCESS EASEMENT
J. FRANK SPILLMAN
V.11061 P.1023
T.C.D.R.

36.171 ACRES
KENNETH C. MARGOLIS, TRUSTEE
V.8730 P.729
T.C.D.R.

SCALE: 1" = 200'

A. STRUHLE SURVEY
NO. 594

LEGEND

- T.C.P.R. TRAVIS COUNTY PLAT RECORD
- T.C.D.R. TRAVIS COUNTY DEED RECORD
- 1/2" IRON ROD SET WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
- 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- BRASS/CONCRETE MONUMENT FOUND
- BARBED WIRE FENCE

I, George E. Hopkins, a Registered Professional Land Surveyor, hereby certify that the attached map or plat is true and correct to best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this 29th day of November, 2000, A.D.

PARCEL "H"



CAPITAL
SURVEYING
COMPANY
INCORPORATED



Handwritten signatures and initials

TRAIL EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Trail Easement Agreement ("Agreement") is made by and between **Henry J. Spillman, Jr., as Independent Executor of the Estate of Henry J. Spillman, deceased, acting by PFP Falconhead Retail, LLC, a Delaware limited liability company, attorney in fact, and successor in interest to Gateway to Falconhead LLC, a Delaware limited liability company** ("Grantor") and the **CITY OF BEE CAVE, TEXAS**, a Texas home rule municipal corporation ("City"), and is as follows:

RECITALS

A. Grantor is the owner of (or has property rights to grant a trail easement on) that certain tract of real property located in Travis County, Texas, which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Grantor Tract").

B. The City has planned for the construction, operation and maintenance of a cement hiking and biking trail and a 5 foot wide vegetative filter strip (the "Trail Improvements") on the Grantor Tract to be contained within the area specified in Exhibit "B" attached hereto (the "Easement Tract"). Once Trail Improvements are constructed the metes and bounds description of the constructed Trail Improvements will be substituted for the property description in Exhibit "B".

C. Grantor has agreed to grant to City a non-exclusive easement for the limited purposes of constructing, using and maintaining the Trail Improvements within the Easement Tract (the "Easement"), subject to the terms, conditions and other matters set forth in this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor hereby GRANTS, SELLS and CONVEYS, to City an easement for the limited purposes of constructing, using and maintaining the Trail Improvements within the Easement Tract, subject to the reservations, terms and conditions of this Agreement and subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable. The Easement shall be subject to the following terms and provisions:

1. Character of Easement. The Easement is an easement in gross.
2. Duration of Easement. The Easement is perpetual.
3. Exclusiveness of Easement. The Easement is non-exclusive and City's use shall be in common with Grantor and its successors and assigns, and with the beneficiaries of any prior easements of record affecting the Easement Tract. Grantor hereby reserves, for itself and

its successors and assigns, (a) the right to enter upon and use the surface of the Easement Tract, subsurface of the Easement Tract and the air space over the Easement Tract for any purposes that (i) are not prohibited under the City of Bee Cave Code of Ordinances, and (ii) that do not unreasonably interfere with the rights granted to City hereunder, and (b) the right to convey to others the right to use all or part of the Easement Tract in conjunction with City, so long as such further conveyance is subject to the terms of this Agreement. Grantor may dedicate all or any portion of the Easement Tract so long as such dedication recognizes, accepts and does not unreasonably interfere or conflict with the use of the Easement Tract by City for the purposes and uses herein provided.

4. Purpose of Easement. City shall use the Easement only for public pedestrian and non-motorized vehicular hiking and biking uses, and for the construction and maintenance of the Trail Improvements over and across the Easement Tract by City and City's licensees, employees, agents, invitees, contractors, and guests. City shall be responsible for the entire cost of the construction of the Trail Improvements on the Easement Tract. However, this Agreement does not require the City or any other person or entity to construct the Trail Improvements on the Easement Tract.

5. Construction, Repairs and Restoration. If the Trail Improvements are constructed on the Easement Tract, (a) City shall, at City's expense, maintain the Trail Improvements in good and functioning condition and repair, and (b) City shall be solely responsible, at City's expense, for any and all construction, maintenance and repairs necessary to maintain the Trail Improvements in good and functioning condition and repair. In the event that City's construction, maintenance and/or other activities on the Easement Tract result in any removal or alteration of, or any damage to or destruction of, any improvement constructed or installed on the Easement Tract by any party other than City, including without limitation by Grantor or by the West Travis County Public Utility Agency, then City shall, at City's expense, restore, repair or replace to a good and functioning condition and repair, any such improvement so removed, altered, damaged or destroyed. Neither Grantor nor West Travis County Public Utility Agency shall be responsible for damage caused by such party to the Trail Improvements, and City shall, at City's expense, repair all such damage pursuant to City's maintenance obligations set out above in this paragraph. Grantor shall not be responsible for replacing any trees that may need to be removed to construct the Trail Improvements. However, City shall, at City's expense, replace each tree which is removed to construct the Trail Improvements. In the event that construction of the Trail Improvements necessitates the relocation of a portion of the water quality irrigation/re-irrigation system on the Grantor Tract or the Easement Tract, City shall, at City's expense, relocate such portion of such water quality irrigation/re-irrigation system and after such relocation return the entire such water quality irrigation/re-irrigation system to as good and functioning condition and repair as it was in before such relocation. In addition, if the Trail Improvements are located on any portion of the water quality irrigation/re-irrigation area utilized by Lot 1, Block A, Gateway to Falconhead Final Plat, according to the map or plat thereof, recorded in Document No. 201300220, Official Public Records, Travis County, Texas (the "Retail Lot") or Lot 2, Block A, Gateway to Falconhead Final Plat, according to the map or plat thereof, recorded in Document No. 201300220, Official Public Records, Travis County, Texas (the "Office Lot"), City agrees that the respective owners of the Retail Lot and the Office Lot shall not be penalized in any way for the reduction in water quality irrigation/re-irrigation area created by such location of the Trail Improvements on a portion of the water quality irrigation/re-

irrigation area and shall not be required to create or provide any additional water quality irrigation/re-irrigation area to compensate for the loss of such portion of the water quality irrigation/re-irrigation area on which the Trail Improvements are located.

6. Impervious Cover. City agrees that any impervious cover utilized in the construction of the Trail Improvements on the Easement Tract shall not count against the impervious cover limitations imposed by the City or any other applicable limitation for the Grantor Tract. Grantor shall not be responsible for treating any non-point source run off created by the Trail Improvements.

7. Indemnity. The City shall to the extent allowed by law, indemnify, defend and hold Grantor harmless from and against any and all losses, costs, expenses, actions or claims, by the public, by City, by City's licensees, employees, agents, invitees, contractors, and guests, or by any other person or entity, directly or indirectly, resulting from the construction, use, or maintenance of the Easement Tract, or from any activity conducted thereon.

8. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights granted. Any oral representations or modifications concerning this Agreement shall be of no force and effect except in a subsequent modification in writing, signed by the party to be charged.

9. Assignment. The Easement may not be assigned by City, its successors or assigns, without the prior written consent of Grantor.

10. Attorney's Fees. If either party to this Agreement retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs and expenses.

11. Binding Effect. The terms, provisions, agreements, and covenants herein contained shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Without limiting the generality of the foregoing sentence, the terms, provisions, agreements, and covenants contained herein shall constitute covenants running with the lands affected thereby, and shall be enforceable at law or in equity.

12. No Waiver. Except for a written waiver signed by the party to be charged, any action or inaction by any party with respect to any provision of this Agreement, including, but not limited to, a party's failure to enforce any provision of this Agreement, shall not constitute a waiver of that provision or any other provision of this Agreement. Any waiver by any party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement.

13. Amendment. This Agreement may be amended or modified only by an instrument executed by the parties to this Agreement or their respective successors or permitted assigns, and filed of record in the Official Public Records of Travis County, Texas.

[Remainder of page intentionally left blank]

14. Headings. Any section headings in this Agreement are for reference only and shall not modify or affect the interpretation of this Agreement in any manner whatsoever.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the _____ day of _____, 2018 (the "Effective Date").

GRANTOR:

Henry J. Spillman, Jr., as Independent Executor of the Estate of Henry J. Spillman

By: PFP Falconhead Retail, LLC, a Delaware limited liability company, His Attorney-in-Fact

By: St. Croix Capital Advisors LLC,
a Texas limited liability company
Manager

By: The Kelly Capital Group, Inc.,
a California corporation
Manager

By: _____
Kenneth R. Satterlee
President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this _____ day of _____, 2018, personally appeared Kenneth R. Satterlee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same (a) in his capacity as President of The Kelly Capital Group, Inc., a California corporation, The Kelly Capital Group, Inc. acting in its capacity as Manager of St. Croix Capital Advisors LLC, a Texas limited liability company, St. Croix Capital Advisors LLC acting in its capacity as Manager of PFP Falconhead Retail, LLC, a Delaware limited liability company, PFP Falconhead Retail, LLC acting in its capacity as attorney-in-fact on behalf of Henry J. Spillman, Jr., as Independent Executor of the Estate of Henry J. Spillman, and (b) for the purposes and consideration therein expressed.

Signature: _____
Printed Name: _____
NOTARY PUBLIC, State of Texas

CITY:

CITY OF BEE CAVE, TEXAS,
a Texas home rule municipal corporation

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____, by
_____, as _____ of
CITY OF BEE CAVE, TEXAS, a Texas municipal corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

AGREED AND ACCEPTED:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY hereby joins in execution of this Agreement to demonstrate its approval of the use of the Easement Tract by City for the uses herein described and to acknowledge and agree that its access rights and its wastewater utility easement will not be adversely affected by the Easement herein granted to City by Grantor for the purposes herein stated.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, as _____ of **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, on behalf of said agency.

NOTARY PUBLIC, State of Texas

EXHIBIT A
GRANTOR TRACT

EXHIBIT B

**SKETCH OF EASEMENT TRACT
(field notes substituted upon completion of construction)**

EXHIBIT _____
EASEMENT DESCRIPTION

DESCRIPTION OF A 0.661 ACRE (28,775 SQUARE FOOT), TRACT OF LAND SITUATED IN THE J. BECK SURVEY, NO. 91, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.849 ACRE REMAINDER TRACT OF LAND FIRST DESCRIBED AND DEPICTED IN FIRST AMENDMENT TO TREATED EFFLUENT DISPOSAL EASEMENT (PARCEL "H") RECORDED IN DOCUMENT NO. 2001019575 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING A REMAINDER TRACT OF 464.976 ACRES REFERENCED IN EXECUTOR'S DISTRIBUTION DEED TO HENRY J. SPILLMAN, JR., GOLDA LYNN GARNET AND JOHN FRANKLIN SPILLMAN IN DOCUMENT NO. 2001016510 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.661 ACRE (28,775 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the southeasterly boundary line of said 2.849 acre remainder tract, same being the northwesterly boundary line of that called 35.733 acre Lot 1, Block "A", Morningside Subdivision, a subdivision of record in Document No. 200900139 of the Official Public Records of Travis County, Texas, also being in the approximate centerline of an existing creek, for the southeasterly corner of the herein described tract, and from which a TxDOT Type II monument found, being the easterly corner of said 2.849 acre remainder tract, same being the northerly corner of said Morningside Subdivision, bears N 67°02'41" E, at a distance of 1.53 feet to a calculated angle point in said common boundary line and N 64°01'00" E, at a distance of 141.57 feet;

- 1) THENCE, departing said approximate centerline of the creek, with said common boundary line, S 67°02'41" W, for a distance of 63.52 feet to the calculated southerly boundary corner of said 2.849 acre remainder tract, same being the easterly boundary corner of that called 7.472 acre Lot 1, Block A, Gateway to Falconhead Final Plat, a subdivision of record in Document No. 201300220 of the Official Public Records of Travis County, Texas, for the southwesterly corner of the herein described tract;
- 2) THENCE, departing said Lot 1, Block "A", Morningside Subdivision and said 7.472 acre tract, through the interior of said 2.849 acre remainder tract, N 13°38'18" W, for a distance of 52.54 feet to a calculated point, being the southeasterly corner of a Detention Pond retaining wall;

THENCE, continuing through the interior of said 2.849 acre remainder tract, along the easterly face of said detention pond retaining wall, the following five (5) courses:

- 3) N 11°42'51" W, for a distance of 52.41 feet to an angle point;
- 4) N 18°22'26" W, for a distance of 111.05 feet to an angle point;
- 5) N 30°55'24" W, for a distance of 76.61 feet to an angle point;
- 6) N 16°12'45" W, for a distance of 140.71 feet to an angle point;
- 7) N 27°47'03" W, for a distance of 42.13 feet to the intersection of the southerly face of the entrance road retaining wall;

THENCE, departing said detention pond retaining wall, continuing through the interior of said 2.849 acre remainder tract, along the southeasterly face of said entrance road retaining wall, the following three (3) courses:

- 8) N 30°22'53" E, for a distance of 5.60 feet to a calculated angle point;
- 9) N 01°09'57" W, for a distance of 14.80 feet to a calculated angle point;
- 10) N 57°20'08" E, for a distance of 38.47 feet to a calculated point in the approximate centerline of said existing creek, for the northeasterly corner of the herein described tract;

THENCE, departing said face of the entrance road retaining wall, continuing through the interior of said 2.849 acre remainder tract, with the approximate centerline of said existing creek, the following ten (10) courses:

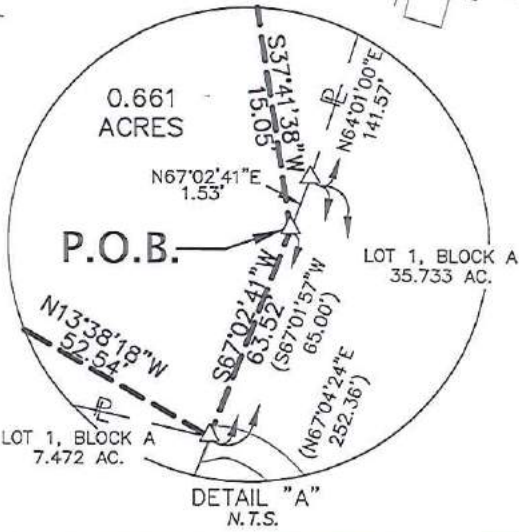
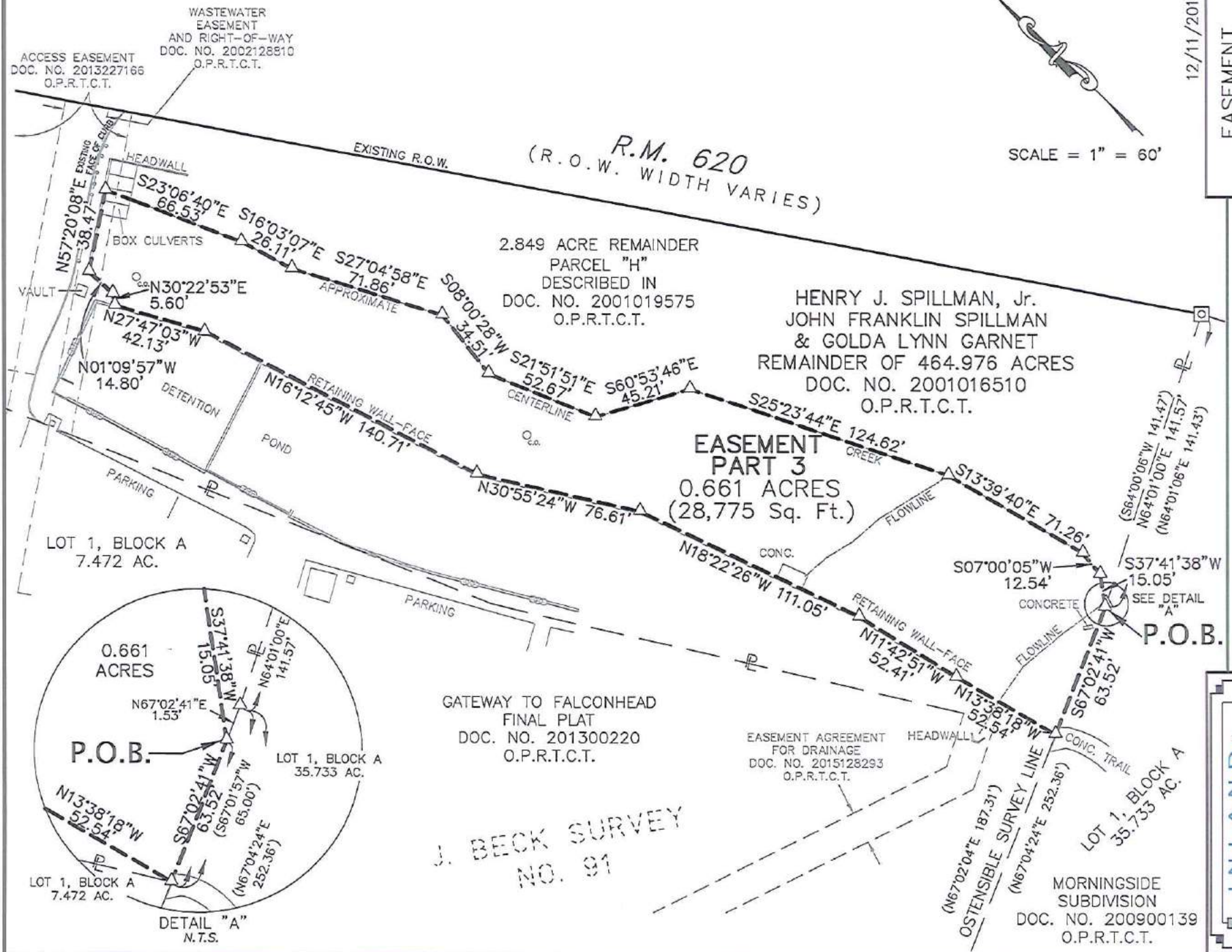
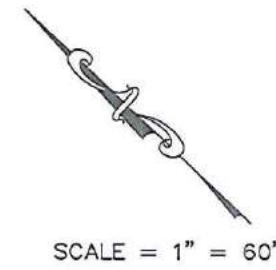
- 11) S 23°06'40" E, for a distance of 66.53 feet to a calculated angle point;
- 12) S 16°03'07" E, for a distance of 26.11 feet to a calculated angle point;
- 13) S 27°04'58" E, for a distance of 71.86 feet to a calculated angle point;
- 14) S 08°00'28" W, for a distance of 34.51 feet to a calculated angle point;
- 15) S 21°51'51" E, for a distance of 52.67 feet to a calculated angle point;

EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION

12/11/2017

**EASEMENT
PART 3**
0.661 ACRES
(28,775 SQ. FT.)

PAGE 3 OF 4



**HENRY J. SPILLMAN, JR.
JOHN FRANKLIN SPILLMAN &
GOLDA LYNN GARNET**
TRAVIS COUNTY, TEXAS

**INLAND U
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION

LEGEND	
⊗	TXDOT TYPE II MONUMENT FOUND
×	X CUT FOUND
⊙	1/2" IRON ROD WITH PLASTIC CAP FOUND AS NOTED
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
ℙ	PROPERTY LINE
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
()	RECORD INFORMATION

NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.
- 2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 12/13/2017
 LAWRENCE M. RUSSO DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TX 78681



12/11/2017

EASEMENT
 PART 3
 0.661 ACRES
 (28,775 SQ. FT.)

HENRY J. SPILLMAN, Jr.
 JOHN FRANKLIN SPILLMAN &
 GOLDA LYNN GARNET

TRAVIS COUNTY, TEXAS

PAGE 4 OF 4

**INLAND U
 GEODETICS**
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251
 FIRM REGISTRATION NO. 100591-00



DESCRIPTION OF A 2.849 ACRE TRACT PREPARED BY DELTA SURVEY GROUP INC., IN JANUARY 2013, LOCATED IN THE J. BECK SURVEY NUMBER 91, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A 464.976 ACRE TRACT CONVEYED TO HENRY J. SPILLMAN, JR. ET AL AND DESCRIBED IN DOCUMENT NUMBER 2001016510 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 2.849 ACRE TRACT AS SHOWN ON ACCOMPANYING PLAT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TXDOT Type II monument found in the west right-of-way (ROW) line of Ranch to Market Road (RM) 620 (ROW varies), same being the northeast corner of Lot 1, Block A, Morningside Subdivision, a subdivision of record in Document Number 200900139 Official Public Records, Travis County, Texas, also being the southeast corner of said remainder tract, for the **POINT OF BEGINNING**:

THENCE with the south line of said remainder tract, same being the north line of said Lot 1 the following two (2) courses and distances:

1. S 63°58'49" W a distance of 141.47 feet to a ½ inch iron rod found, and;
2. S 67°05'39" W a distance of 65.01 feet to a ½ inch iron rod found for the southwest corner of said 2.849 acre tract;

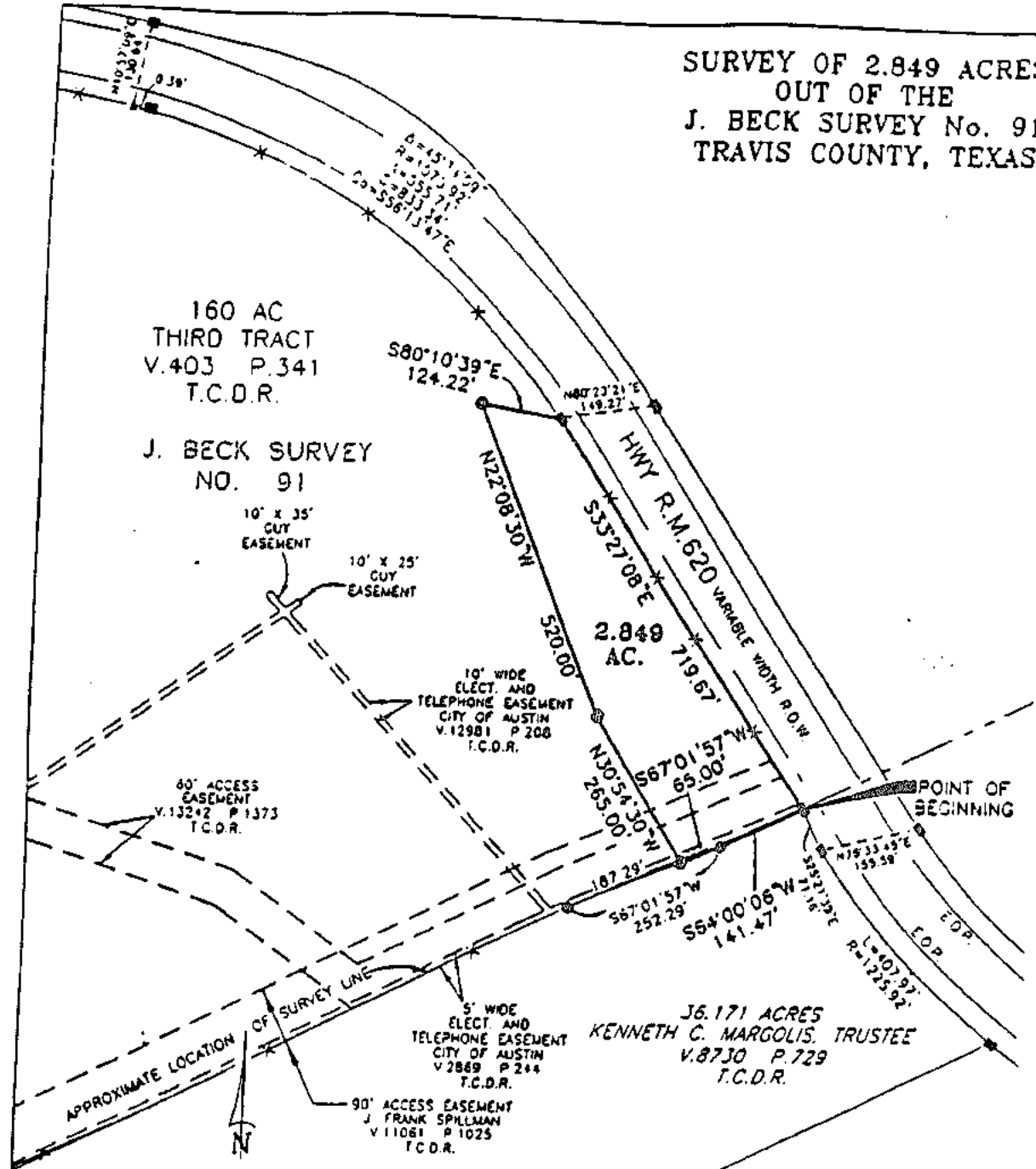
THENCE leaving said common line and crossing said remainder tract the following three (3) courses and distances:

1. N30°55'07"W, a distance of 264.90 feet to a ½ inch iron rod with "CAPITAL SURVEY" cap found,
2. N22°07'53"W, a distance of 520.01 feet to a ½ inch iron rod with "CAPITAL SURVEY" cap found, and
3. S80°08'55"E, a distance of 124.21 feet to a ½ inch iron rod with "CAPITAL SURVEY" cap found in the west ROW of said RM 620, same being in the east line of said remainder tract;

THENCE with said west ROW line, same being the east line of said remainder tract S33°27'11"E a distance of 719.54 feet to the **POINT OF BEGINNING** and containing 2.849 acres of land, more or less.

BEARING BASIS: State Plane Coordinate System, Texas Central Zone, NAD 83/HARN

**SURVEY OF 2.849 ACRES
OUT OF THE
J. BECK SURVEY No. 91
TRAVIS COUNTY, TEXAS**



160 AC
THIRD TRACT
V.403 P.341
T.C.D.R.

J. BECK SURVEY
NO. 91

10' x 35'
GUY
EASEMENT

10' x 25'
GUY
EASEMENT

10' WIDE
ELECT. AND
TELEPHONE EASEMENT
CITY OF AUSTIN
V.12981 P.208
T.C.D.R.

60' ACCESS
EASEMENT
V.13242 P.1373
T.C.D.R.

5' WOE
ELECT. AND
TELEPHONE EASEMENT
CITY OF AUSTIN
V.2869 P.244
T.C.D.R.

90' ACCESS EASEMENT
J. FRANK SPILLMAN
V.11061 P.1023
T.C.D.R.

36.171 ACRES
KENNETH C. MARGOLIS, TRUSTEE
V.8730 P.729
T.C.D.R.

SCALE: 1" = 200'

A. STRUHLE SURVEY
NO. 594

LEGEND

- T.C.P.R. TRAVIS COUNTY PLAT RECORD
- T.C.D.R. TRAVIS COUNTY DEED RECORD
- 1/2" IRON ROD SET WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
- 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- BRASS/CONCRETE MONUMENT FOUND
- BARBED WIRE FENCE

I, George E. Hopkins, a Registered Professional Land Surveyor, hereby certify that the attached map or plat is true and correct to best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this 29th day of November, 2000, A.D.

PARCEL "H"

ESCI CAPITAL SURVEYING COMPANY INCORPORATED



Handwritten signatures and initials.

TRAIL EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Trail Easement Agreement ("Agreement") is made by and between **Henry J. Spillman, Jr., as Independent Executor of the Estate of Henry J. Spillman, deceased, acting by PFP Falconhead Retail, LLC, a Delaware limited liability company, attorney in fact, and successor in interest to Gateway to Falconhead LLC, a Delaware limited liability company** ("Grantor") and the **CITY OF BEE CAVE, TEXAS**, a Texas home rule municipal corporation ("City"), and is as follows:

RECITALS

A. Grantor is the owner of (or has property rights to grant a trail easement on) that certain tract of real property located in Travis County, Texas, which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Grantor Tract").

B. The City has planned for the construction, operation and maintenance of a crushed granite hiking and biking trail (the "Trail Improvements") on the Grantor Tract to be contained within the area specified in Exhibit "B" attached hereto (the "Easement Tract"). Once Trail Improvements are constructed the metes and bounds description of the constructed Trail Improvements will be substituted for the property description in Exhibit "B".

C. Grantor has agreed to grant to City a non-exclusive easement for the limited purposes of constructing, using and maintaining the Trail Improvements within the Easement Tract (the "Easement"), subject to the terms, conditions and other matters set forth in this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor hereby GRANTS, SELLS and CONVEYS, to City an easement for the limited purposes of constructing, using and maintaining the Trail Improvements only on the surface, and not the subsurface, of the Easement Tract, subject to the reservations, terms and conditions of this Agreement and subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable. The Easement shall be subject to the following terms and provisions:

1. Character of Easement. The Easement is an easement in gross.
2. Duration of Easement. The Easement is perpetual.
3. Exclusiveness of Easement. The Easement is non-exclusive and City's use shall be in common with Grantor and its successors and assigns, and with the beneficiaries of any prior easements of record affecting the Easement Tract. Grantor hereby reserves, for itself and its successors and assigns, (a) the sole right to use the subsurface of the Easement Tract, (b) the right to enter upon and use the surface of the Easement Tract and the air space over the Easement Tract

for any purposes that (i) are not prohibited under the City of Bee Cave Code of Ordinances, and (ii) that do not unreasonably interfere with the rights granted to City hereunder, and (c) the right to convey to others the right to use all or part of the Easement Tract in conjunction with City, so long as such further conveyance is subject to the terms of this Agreement. Grantor may dedicate all or any portion of the Easement Tract so long as such dedication recognizes, accepts and does not unreasonably interfere or conflict with the use of the Easement Tract by City for the purposes and uses herein provided.

4. Purpose of Easement. City shall use the Easement only for public pedestrian and non-motorized vehicular hiking and biking uses, and for the construction and maintenance of the Trail Improvements over and across the Easement Tract by City and City's licensees, employees, agents, invitees, contractors, and guests. City shall be responsible for the entire cost of the construction of the Trail Improvements on the Easement Tract. However, this Agreement does not require the City or any other person or entity to construct the Trail Improvements on the Easement Tract.

5. Construction, Repairs and Restoration. If the Trail Improvements are constructed on the Easement Tract, (a) City shall, at City's expense, maintain the Trail Improvements in good and functioning condition and repair, and (b) City shall be solely responsible, at City's expense, for any and all construction, maintenance and repairs necessary to maintain the Trail Improvements in good and functioning condition and repair. In the event that City's construction, maintenance and/or other activities on the Easement Tract result in any removal or alteration of, or any damage to or destruction of, any improvement constructed or installed on the Easement Tract by any party other than City, including without limitation by Grantor or by the West Travis County Public Utility Agency, then City shall, at City's expense, restore, repair or replace to a good and functioning condition and repair, any such improvement so removed, altered, damaged or destroyed. Neither Grantor nor West Travis County Public Utility Agency shall be responsible for damage caused by such party to the Trail Improvements, and City shall, at City's expense, repair all such damage pursuant to City's maintenance obligations set out above in this paragraph. Grantor shall not be responsible for replacing any trees that may need to be removed to construct the Trail Improvements. However, City shall, at City's expense, replace each tree which is removed to construct the Trail Improvements. In the event that construction of the Trail Improvements necessitates the relocation of a portion of the water quality irrigation/re-irrigation system on the Grantor Tract or the Easement Tract, City shall, at City's expense, relocate such portion of such water quality irrigation/re-irrigation system and after such relocation return the entire such water quality irrigation/re-irrigation system to as good and functioning condition and repair as it was in before such relocation. In addition, if the Trail Improvements are located on any portion of the water quality irrigation/re-irrigation area utilized by Lot 1, Block A, Gateway to Falconhead Final Plat, according to the map or plat thereof, recorded in Document No. 201300220, Official Public Records, Travis County, Texas (the "Retail Lot") or Lot 2, Block A, Gateway to Falconhead Final Plat, according to the map or plat thereof, recorded in Document No. 201300220, Official Public Records, Travis County, Texas (the "Office Lot"), City agrees that the respective owners of the Retail Lot and the Office Lot shall not be penalized in any way for the reduction in water quality irrigation/re-irrigation area created by such location of the Trail Improvements on a portion of the water quality irrigation/re-irrigation area and shall not be required to create or provide any additional water quality irrigation/re-irrigation area to compensate for the loss of such portion of the water quality irrigation/re-irrigation area on which

the Trail Improvements are located.

6. Impervious Cover. City agrees that any impervious cover utilized in the construction of the Trail Improvements on the Easement Tract shall not count against the impervious cover limitations imposed by the City or any other applicable limitation for the Grantor Tract. Grantor shall not be responsible for treating any non-point source run off created by the Trail Improvements.

7. Indemnity. The City shall to the extent allowed by law, indemnify, defend and hold Grantor harmless from and against any and all losses, costs, expenses, actions or claims, by the public, by City, by City's licensees, employees, agents, invitees, contractors, and guests, or by any other person or entity, directly or indirectly, resulting from the construction, use, or maintenance of the Easement Tract, or from any activity conducted thereon.

8. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights granted. Any oral representations or modifications concerning this Agreement shall be of no force and effect except in a subsequent modification in writing, signed by the party to be charged.

9. Assignment. The Easement may not be assigned by City, its successors or assigns, without the prior written consent of Grantor.

10. Attorney's Fees. If either party to this Agreement retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs and expenses.

11. Binding Effect. The terms, provisions, agreements, and covenants herein contained shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Without limiting the generality of the foregoing sentence, the terms, provisions, agreements, and covenants contained herein shall constitute covenants running with the lands affected thereby, and shall be enforceable at law or in equity.

12. No Waiver. Except for a written waiver signed by the party to be charged, any action or inaction by any party with respect to any provision of this Agreement, including, but not limited to, a party's failure to enforce any provision of this Agreement, shall not constitute a waiver of that provision or any other provision of this Agreement. Any waiver by any party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement.

13. Amendment. This Agreement may be amended or modified only by an instrument executed by the parties to this Agreement or their respective successors or permitted assigns, and filed of record in the Official Public Records of Travis County, Texas.

14. Headings. Any section headings in this Agreement are for reference only and shall not modify or affect the interpretation of this Agreement in any manner whatsoever.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the _____ day of _____, 2018 (the "Effective Date").

GRANTOR:

Henry J. Spillman, Jr., as Independent Executor of the Estate of Henry J. Spillman

By: PFP Falconhead Retail, LLC, a Delaware limited liability company, His Attorney-in-Fact

By: St. Croix Capital Advisors LLC,
a Texas limited liability company
Manager

By: The Kelly Capital Group, Inc.,
a California corporation
Manager

By: _____
Kenneth R. Satterlee
President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this _____ day of _____, 2018, personally appeared Kenneth R. Satterlee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same (a) in his capacity as President of The Kelly Capital Group, Inc., a California corporation, The Kelly Capital Group, Inc. acting in its capacity as Manager of St. Croix Capital Advisors LLC, a Texas limited liability company, St. Croix Capital Advisors LLC acting in its capacity as Manager of PFP Falconhead Retail, LLC, a Delaware limited liability company, PFP Falconhead Retail, LLC acting in its capacity as attorney-in-fact on behalf of Henry J. Spillman, Jr., as Independent Executor of the Estate of Henry J. Spillman, and (b) for the purposes and consideration therein expressed.

Signature: _____
Printed Name: _____
Notary Public in and for the State of Texas

CITY:

CITY OF BEE CAVE, TEXAS,
a Texas home rule municipal corporation

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____, by
_____, as _____ of **CITY**
OF BEE CAVE, TEXAS, a Texas municipal corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

AGREED AND ACCEPTED:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY hereby joins in execution of this Agreement to demonstrate its approval of the use of the Easement Tract by City for the uses herein described and to acknowledge and agree that its access rights and its wastewater utility easement will not be adversely affected by the Easement herein granted to City by Grantor for the purposes herein stated.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, as _____ of **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, on behalf of said agency.

NOTARY PUBLIC, State of Texas

EXHIBIT A
GRANTOR TRACT

EXHIBIT B

SKETCH OF EASEMENT TRACT
(field notes substituted upon completion of construction)

EXHIBIT _____
EASEMENT DESCRIPTION

DESCRIPTION OF A 0.019 ACRE (846 SQUARE FOOT), TRACT OF LAND SITUATED IN THE J. BECK SURVEY, NO. 91, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.849 ACRE REMAINDER TRACT OF LAND FIRST DESCRIBED AND DEPICTED IN FIRST AMENDMENT TO TREATED EFFLUENT DISPOSAL EASEMENT (PARCEL "H") RECORDED IN DOCUMENT NO. 2001019575 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING A REMAINDER TRACT OF 464.976 ACRES REFERENCED IN EXECUTOR'S DISTRIBUTION DEED TO HENRY J. SPILLMAN, JR., GOLDA LYNN GARNET AND JOHN FRANKLIN SPILLMAN IN DOCUMENT NO. 2001016510 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.019 ACRE (846 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the southwesterly boundary line of said 2.849 acre remainder tract, same being in the northeasterly boundary line of that called 7.472 acre Lot 1, Block A, Gateway to Falconhead Final Plat, a subdivision of record in Document No. 201300220 of the Official Public Records of Travis County, Texas, also being in the southeasterly face of curb of the concrete entrance drive into said 7.472 acre tract, for the westerly corner of the herein described tract, and from which, a 1/2" iron rod with plastic cap stamped "Capital Surveying" found, being the northerly corner of said 2.849 acre remainder tract, same being an angle point in said northeasterly boundary line of the 7.472 acre tract, bears N 22°07'16" W, at a distance of 297.16 feet;

THENCE, departing said 7.472 acre tract, through the interior of said 2.849 acre remainder tract, along said easterly face of curb, the following five (5) courses:

- 1) Along a curve to the right, having a delta angle of 61°00'29", a radius of 9.82 feet, an arc length of 10.46 feet and a chord which bears N 17°11'09" E, for a distance of 9.97 feet to a calculated point of compound curvature;
- 2) Along said curve to the right, having a delta angle of 07°58'26", a radius of 180.00 feet, an arc length of 25.05 feet and a chord which bears N 60°51'48" E, for a distance of 25.03 feet to a calculated point of non-tangency;
- 3) N 70°17'17" E, for a distance of 17.75 feet to a calculated angle point;
- 4) N 66°32'57" E, for a distance of 15.56 feet to a calculated point of curvature of a non-tangent curve to the left;
- 5) Along said curve to the left, having a delta angle of 03°41'56", a radius of 118.00 feet, an arc length of 7.62 feet and a chord which bears N 60°24'41" E, for a distance of 7.62 feet to the calculated northeasterly corner of the herein described tract;
- 6) **THENCE**, departing said face of curb, continuing through the interior of said 2.849 acre tract, S 32°39'52" E, for a distance of 6.99 feet to a calculated point, being an angle point in the southeasterly face of an existing headwall;

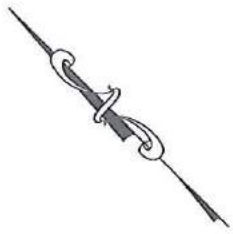
THENCE, continuing through the interior of said 2.849 acre tract, along said southeasterly face of the retaining wall, the following two (2) courses:

- 7) S 01°09'57" E, for a distance of 14.80 feet to a calculated angle point;
- 8) S 30°22'53" W, for a distance of 5.60 feet to a calculated point, being the intersection with the outside (northeasterly) face of another retaining wall enclosing an existing Detention Pond, for the southeasterly corner of the herein described tract;
- 9) **THENCE**, departing said southeasterly retaining wall face, continuing through the interior of said 2.849 acre tract, with said northeasterly face of the detention pond wall, N 28°58'28" W, passing the northeasterly corner of said detention pond retaining wall and continuing for a distance of 10.47 feet to a calculated ell corner, being at the approximate easterly end of a decorative iron fence;

EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	61°00'29"	9.82'	10.46'	9.97'	N17°11'09"E
C2	07°58'26"	180.00'	25.05'	25.03'	N60°51'48"E
C3	03°41'56"	118.00'	7.62'	7.62'	N60°24'41"E



SCALE = 1" = 40'

HENRY J. SPILLMAN, Jr.
JOHN FRANKLIN SPILLMAN
& GOLDA LYNN GARNET
REMAINDER OF
464.976 ACRES
DOC. NO. 2001016510
O.P.R.T.C.T.

**EASEMENT
PART 2**
0.019 ACRES
(846 Sq. Ft.)

2.849 ACRE REMAINDER
PARCEL "H"
DESCRIBED IN
DOC. NO. 2001019575
O.P.R.T.C.T.

GATEWAY TO FALCONHEAD
FINAL PLAT
DOC. NO. 201300220
O.P.R.T.C.T.

P.O.B.

LOT 1, BLOCK A
7.472 AC.

NO.	DIRECTION	DISTANCE
L1	N70°17'17"E	17.75'
L2	N66°32'57"E	15.56'
L3	N56°41'33"E	27.33'
L4	N57°44'42"E	8.06'

J. BECK SURVEY
NO. 91

12/11/2017

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

HENRY J. SPILLMAN, Jr.
JOHN FRANKLIN SPILLMAN &
GOLDA LYNN GARNET

EASEMENT
PART 2
0.019 ACRES
(846 SQ. FT.)

TRAVIS COUNTY, TEXAS

PAGE 3 OF 4

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

- ☐ TXDOT TYPE II MONUMENT FOUND
- × X CUT FOUND
- ⊙ 1/2" IRON ROD WITH PLASTIC CAP FOUND AS NOTED
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- ℙ PROPERTY LINE
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- () RECORD INFORMATION

NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

3) HATCHED AREA(S) WITHIN EASEMENT ARE OVERLAPS WITH EASEMENT(S) REPUTEDLY GRANTED TO THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY OR PREDECESSOR

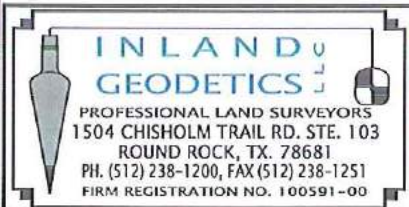
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 12/13/2017

LAWRENCE M. RUSSO DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



12/11/2017



HENRY J. SPILLMAN, Jr.
JOHN FRANKLIN SPILLMAN &
GOLDA LYNN GARNET

TRAVIS COUNTY, TEXAS

EASEMENT
PART 2
0.019 ACRES
(846 SQ. FT.)

PAGE 4 OF 4

DESCRIPTION OF A 2.849 ACRE TRACT PREPARED BY DELTA SURVEY GROUP INC., IN JANUARY 2013, LOCATED IN THE J. BECK SURVEY NUMBER 91, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A 464.976 ACRE TRACT CONVEYED TO HENRY J. SPILLMAN, JR. ET AL AND DESCRIBED IN DOCUMENT NUMBER 2001016510 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 2.849 ACRE TRACT AS SHOWN ON ACCOMPANYING PLAT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TXDOT Type II monument found in the west right-of-way (ROW) line of Ranch to Market Road (RM) 620 (ROW varies), same being the northeast corner of Lot 1, Block A, Morningside Subdivision, a subdivision of record in Document Number 200900139 Official Public Records, Travis County, Texas, also being the southeast corner of said remainder tract, for the **POINT OF BEGINNING**:

THENCE with the south line of said remainder tract, same being the north line of said Lot 1 the following two (2) courses and distances:

1. S 63°58'49" W a distance of 141.47 feet to a ½ inch iron rod found, and;
2. S 67°05'39" W a distance of 65.01 feet to a ½ inch iron rod found for the southwest corner of said 2.849 acre tract;

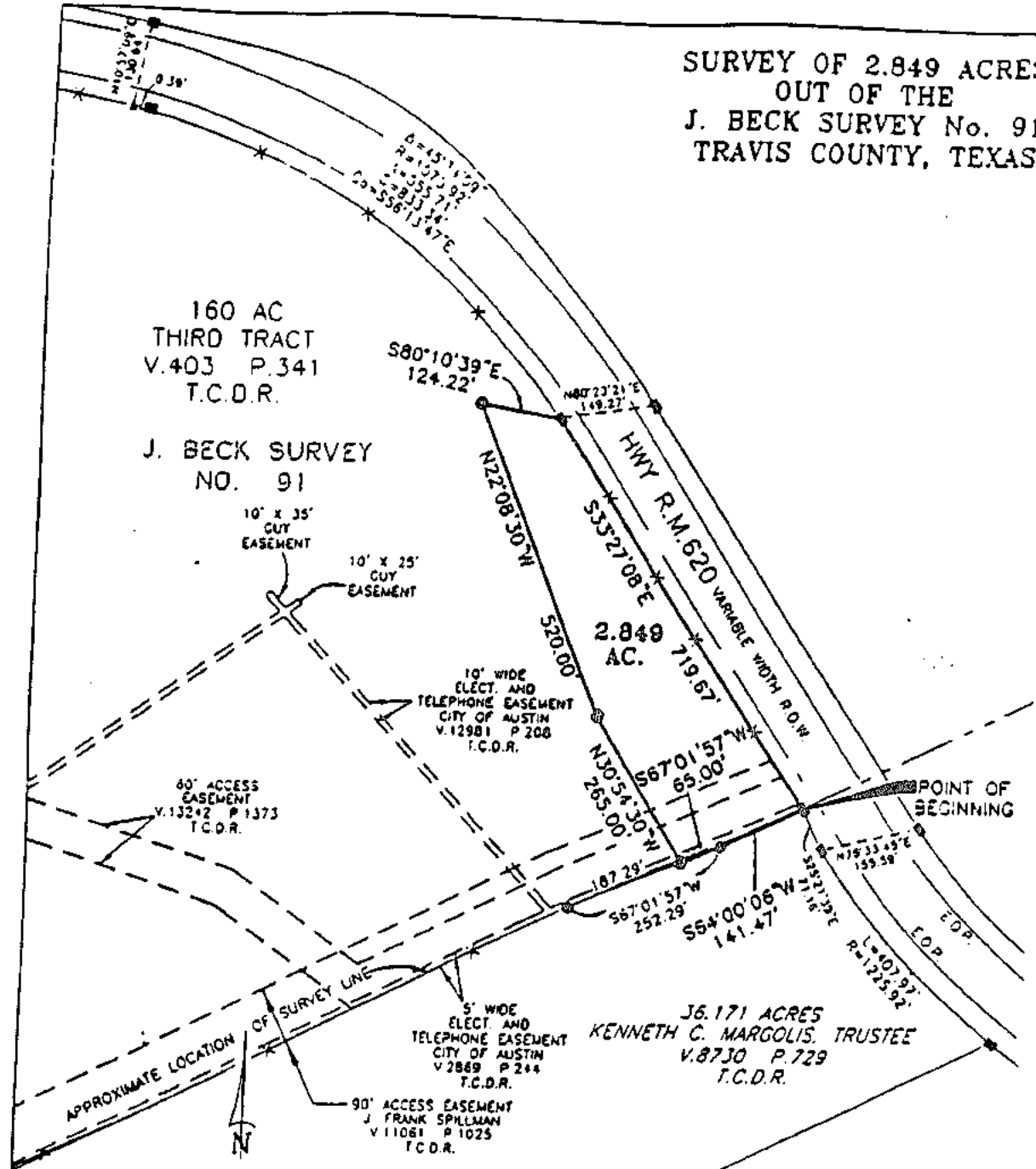
THENCE leaving said common line and crossing said remainder tract the following three (3) courses and distances:

1. N30°55'07"W, a distance of 264.90 feet to a ½ inch iron rod with "CAPITAL SURVEY" cap found,
2. N22°07'53"W, a distance of 520.01 feet to a ½ inch iron rod with "CAPITAL SURVEY" cap found, and
3. S80°08'55"E, a distance of 124.21 feet to a ½ inch iron rod with "CAPITAL SURVEY" cap found in the west ROW of said RM 620, same being in the east line of said remainder tract;

THENCE with said west ROW line, same being the east line of said remainder tract S33°27'11"E a distance of 719.54 feet to the **POINT OF BEGINNING** and containing 2.849 acres of land, more or less.

BEARING BASIS: State Plane Coordinate System, Texas Central Zone, NAD 83/HARN

**SURVEY OF 2.849 ACRES
OUT OF THE
J. BECK SURVEY No. 91
TRAVIS COUNTY, TEXAS**



160 AC
THIRD TRACT
V.403 P.341
T.C.D.R.

J. BECK SURVEY
NO. 91

10' x 35'
GUY
EASEMENT

10' x 25'
GUY
EASEMENT

10' WIDE
ELECT. AND
TELEPHONE EASEMENT
CITY OF AUSTIN
V.12981 P.208
T.C.D.R.

60' ACCESS
EASEMENT
V.13242 P.1373
T.C.D.R.

5' WOE
ELECT. AND
TELEPHONE EASEMENT
CITY OF AUSTIN
V.2869 P.244
T.C.D.R.

90' ACCESS EASEMENT
J. FRANK SPILLMAN
V.11061 P.1023
T.C.D.R.

36.171 ACRES
KENNETH C. MARGOLIS, TRUSTEE
V.8730 P.729
T.C.D.R.

SCALE: 1" = 200'

A. STRUHLE SURVEY
NO. 594

LEGEND

- T.C.P.R. TRAVIS COUNTY PLAT RECORD
- T.C.D.R. TRAVIS COUNTY DEED RECORD
- 1/2" IRON ROD SET WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
- 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- BRASS/CONCRETE MONUMENT FOUND
- BARBED WIRE FENCE

I, George E. Hopkins, a Registered Professional Land Surveyor, hereby certify that the attached map or plat is true and correct to best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this 25th day of November, 2000, A.D.

PARCEL "H"

ESCI

CAPITAL SURVEYING COMPANY INCORPORATED

1901 Capital in Texas Highway, Austin, Texas 78704



Handwritten signatures and initials.

TRAIL EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Trail Easement Agreement ("Agreement") is made by and between **PFP Falconhead Retail, LLC, a Delaware limited liability company** ("Owner") and the **CITY OF BEE CAVE, TEXAS**, a Texas home rule municipal corporation ("City"), and is as follows:

RECITALS

A. Owner is the owner of (or has property rights to grant a trail easement on) that certain tract of real property located in Travis County, Texas, which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Owner Tract").

B. The City has planned for the construction, operation and maintenance of a cement hiking and biking trail (the "Trail Improvements") on the Owner Tract to be contained within the area specified in Exhibit "B" attached hereto (the "Easement Tract"). Once Trail Improvements are constructed the metes and bounds description of the constructed Trail Improvements will be substituted for the property description in Exhibit "B".

C. Owner has agreed to grant to City a non-exclusive easement for the limited purposes of constructing, using and maintaining the Trail Improvements within the Easement Tract (the "Easement"), subject to the terms, conditions and other matters set forth in this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged and confessed, Owner hereby GRANTS, SELLS and CONVEYS, to City an easement for the limited purposes of constructing, using and maintaining the Trail Improvements within the Easement Tract, subject to the reservations, terms and conditions of this Agreement and subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable. The Easement shall be subject to the following terms and provisions:

1. Character of Easement. The Easement is an easement in gross.
2. Duration of Easement. The Easement is perpetual.
3. Exclusiveness of Easement. The Easement is non-exclusive and City's use shall be in common with Owner and its successors and assigns, and with the beneficiaries of any prior easements of record affecting the Easement Tract. Owner hereby reserves, for itself and its successors and assigns, (a) the right to enter upon and use the surface of the Easement Tract, subsurface of the Easement Tract and the air space over the Easement Tract for any purposes that (i) are not prohibited under the City of Bee Cave Code of Ordinances, and (ii) that do not unreasonably interfere with the rights granted to City hereunder, and (b) the right to convey to others the right to use all or part of the Easement Tract in conjunction with City, so long as such

further conveyance is subject to the terms of this Agreement. Owner may dedicate all or any portion of the Easement Tract so long as such dedication recognizes, accepts and does not unreasonably interfere or conflict with the use of the Easement Tract by City for the purposes and uses herein provided.

4. Purpose of Easement. City shall use the Easement only for public pedestrian and non-motorized vehicular hiking and biking uses, and for the construction and maintenance of the Trail Improvements over and across the Easement Tract by City and City's licensees, employees, agents, invitees, contractors, and guests. City shall be responsible for the entire cost of the construction of the Trail Improvements on the Easement Tract. However, this Agreement does not require the City or any other person or entity to construct the Trail Improvements on the Easement Tract.

5. Construction, Repairs and Restoration. If the Trail Improvements are constructed on the Easement Tract, (a) City shall, at City's expense, maintain the Trail Improvements in good and functioning condition and repair, and (b) City shall be solely responsible, at City's expense, for any and all construction, maintenance and repairs necessary to maintain the Trail Improvements in good and functioning condition and repair. In the event that City's construction, maintenance and/or other activities on the Easement Tract result in any removal or alteration of, or any damage to or destruction of, any improvement constructed or installed on the Easement Tract by any party other than City, including without limitation by Owner or by the West Travis County Public Utility Agency, then City shall, at City's expense, restore, repair or replace to a good and functioning condition and repair, any such improvement so removed, altered, damaged or destroyed. Neither Owner nor West Travis County Public Utility Agency shall be responsible for damage caused by such party to the Trail Improvements, and City shall, at City's expense, repair all such damage pursuant to City's maintenance obligations set out above in this paragraph. Owner shall not be responsible for replacing any trees that may need to be removed to construct the Trail Improvements. However, City shall, at City's expense, replace each tree which is removed to construct the Trail Improvements. In the event that construction of the Trail Improvements necessitates the relocation of a portion of the water quality irrigation/re-irrigation system on the Owner Tract or the Easement Tract, City shall, at City's expense, relocate such portion of such water quality irrigation/re-irrigation system and after such relocation return the entire such water quality irrigation/re-irrigation system to as good and functioning condition and repair as it was in before such relocation. In addition, if the Trail Improvements are located on any portion of the water quality irrigation/re-irrigation area utilized by Lot 1, Block A, Gateway to Falconhead Final Plat, according to the map or plat thereof, recorded in Document No. 201300220, Official Public Records, Travis County, Texas (the "Retail Lot") or Lot 2, Block A, Gateway to Falconhead Final Plat, according to the map or plat thereof, recorded in Document No. 201300220, Official Public Records, Travis County, Texas (the "Office Lot"), City agrees that the respective owners of the Retail Lot and the Office Lot shall not be penalized in any way for the reduction in water quality irrigation/re-irrigation area created by such location of the Trail Improvements on a portion of the water quality irrigation/re-irrigation area and shall not be required to create or provide any additional water quality irrigation/re-irrigation area to compensate for the loss of such portion of the water quality irrigation/re-irrigation area on which the Trail Improvements are located.

6. Impervious Cover. City agrees that any impervious cover utilized in the

construction of the Trail Improvements on the Easement Tract shall not count against the impervious cover limitations imposed by the City or any other applicable limitation for the Owner Tract. Owner shall not be responsible for treating any non-point source run off created by the Trail Improvements.

7. Indemnity. The City shall to the extent allowed by law, indemnify, defend and hold Owner harmless from and against any and all losses, costs, expenses, actions or claims, by the public, by City, by City's licensees, employees, agents, invitees, contractors, and guests, or by any other person or entity, directly or indirectly, resulting from the construction, use, or maintenance of the Easement Tract, or from any activity conducted thereon.

8. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights granted. Any oral representations or modifications concerning this Agreement shall be of no force and effect except in a subsequent modification in writing, signed by the party to be charged.

9. Assignment. The Easement may not be assigned by City, its successors or assigns, without the prior written consent of Owner.

10. Attorney's Fees. If either party to this Agreement retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs and expenses.

11. Binding Effect. The terms, provisions, agreements, and covenants herein contained shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Without limiting the generality of the foregoing sentence, the terms, provisions, agreements, and covenants contained herein shall constitute covenants running with the lands affected thereby, and shall be enforceable at law or in equity.

12. No Waiver. Except for a written waiver signed by the party to be charged, any action or inaction by any party with respect to any provision of this Agreement, including, but not limited to, a party's failure to enforce any provision of this Agreement, shall not constitute a waiver of that provision or any other provision of this Agreement. Any waiver by any party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement.

13. Amendment. This Agreement may be amended or modified only by an instrument executed by the parties to this Agreement or their respective successors or permitted assigns, and filed of record in the Official Public Records of Travis County, Texas.

[Remainder of page intentionally left blank]

14. Headings. Any section headings in this Agreement are for reference only and shall not modify or affect the interpretation of this Agreement in any manner whatsoever.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the _____ day of _____, 2018 (the "Effective Date").

OWNER:

PFP Falconhead Retail, LLC, a Delaware limited liability company

By: St. Croix Capital Advisors LLC,
a Texas limited liability company
Manager

By: The Kelly Capital Group, Inc.,
a California corporation
Manager

By: _____
Kenneth R. Satterlee
President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this _____ day of _____, 2018, personally appeared Kenneth R. Satterlee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same (a) in his capacity as President of The Kelly Capital Group, Inc., a California corporation, The Kelly Capital Group, Inc. acting in its capacity as Manager of St. Croix Capital Advisors LLC, a Texas limited liability company, St. Croix Capital Advisors LLC acting in its capacity as Manager of PFP Falconhead Retail, LLC, a Delaware limited liability company, and (b) for the purposes and consideration therein expressed.

Signature: _____
Printed Name: _____
NOTARY PUBLIC, State of Texas

CITY:

CITY OF BEE CAVE, TEXAS,
a Texas home rule municipal corporation

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____, by
_____, as _____ of **CITY**
OF BEE CAVE, TEXAS, a Texas municipal corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

AGREED AND ACCEPTED:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY hereby joins in execution of this Agreement to demonstrate its approval of the use of the Easement Tract by City for the uses herein described and to acknowledge and agree that its access rights and its wastewater utility easement will not be adversely affected by the Easement herein granted to City by Owner for the purposes herein stated.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, as _____ of **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, on behalf of said agency.

NOTARY PUBLIC, State of Texas

EXHIBIT A

OWNER TRACT

Lot 1, Block A, Gateway to Falconhead Final Plat, according to the map or plat thereof, recorded in Document No. 201300220, Official Public Records, Travis County, Texas.

EXHIBIT B

SKETCH OF EASEMENT TRACT

(field notes substituted upon completion of construction)

[THE SKETCH AND THE FIELD NOTES MUST SHOW THAT THE CEMENT TRAIL IMPROVEMENTS CONNECT TO THE NORTHERN PERIMETER OF THE EXISTING CEMENT PAD WHICH IS LOCATED ADJACENT TO THE EXISTING BUILDING ON THIS SECTION OF THE EASEMENT. THIS CONNECTION WILL ALLOW THE BUILDING OCCUPANT TO STEP OUT OF ITS BUILDING ONTO THE EXISTING CEMENT PAD AND FROM THE EXISTING CEMENT PAD ONTO THE ADJACENT CEMENT TRAIL IMPROVEMENT.]

EXHIBIT _____
EASEMENT DESCRIPTION

DESCRIPTION OF A 0.055 ACRE (2,415 SQUARE FOOT), TRACT OF LAND SITUATED IN THE J. BECK SURVEY, NO. 91, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 7.472 ACRE LOT 1, BLOCK A OF GATEWAY TO FALCONHEAD FINAL PLAT, A SUBDIVISION OF RECORD IN DOCUMENT NO. 201300220 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND DESCRIBED IN SPECIAL WARRANTY DEED TO PFP FALCONHEAD RETAIL, LLC RECORDED IN DOCUMENT NO. 2013227166 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.055 ACRE (2,415 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

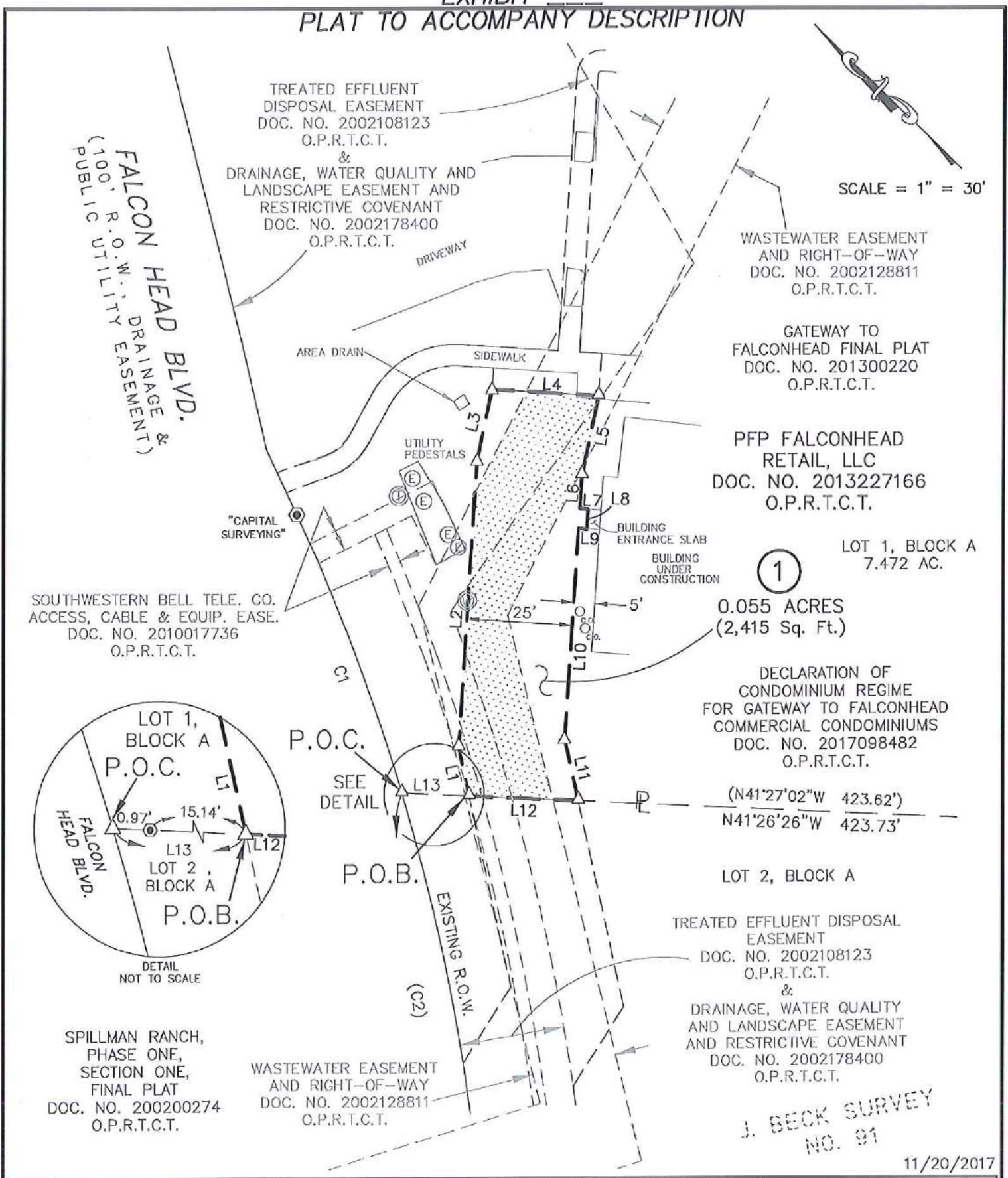
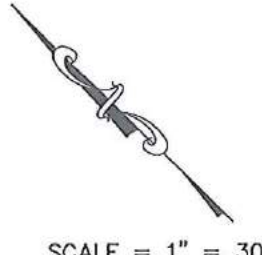
COMMENCING at the calculated common corner of said Lot 1, Block A and Lot 2, Block A of said Gateway to Falconhead Final Plat, being in the existing southeasterly right-of-way (ROW) line of Falcon Head Boulevard (100' ROW width) as depicted on Spillman Ranch, Phase One, Section One, Final Plat, a subdivision of record in Document No. 200200274 of the Official Public Records of Travis County, Texas;

THENCE, departing said existing ROW line, with the common boundary of said Lot 1, Block A and said Lot 2, Block A, N 41°26'26" W at a distance of 0.97 feet, pass an iron rod with plastic cap (unreadable) and continuing for a total distance of 16.11 feet, for the calculated westerly corner and **POINT OF BEGINNING** of the herein described tract;

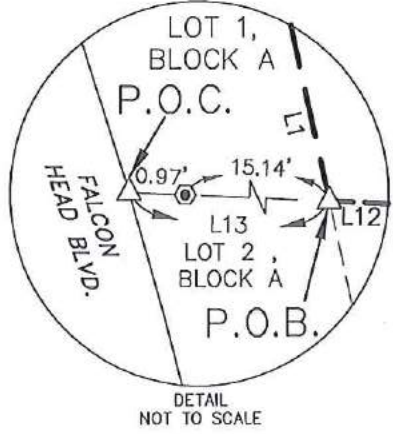
THENCE, departing said Lot 2, Block A, through the interior of said Lot 1, Block A, the following eleven (11) courses:

- 1) N 33°25'50" E, for a distance of 11.66 feet to a calculated angle point;
- 2) N 49°41'09" E, for a distance of 67.54 feet to a calculated angle point;
- 3) N 57°44'01" E, for a distance of 17.19 feet to a calculated point, for the most northerly corner of the herein described tract;
- 4) S 40°22'59" E, for a distance of 25.25 feet to a calculated ell corner;
- 5) S 57°44'01" W, for a distance of 18.99 feet to a calculated angle point;
- 6) S 49°41'09" W, for a distance of 7.86 feet to a calculated ell corner;
- 7) S 38°57'48" E, for a distance of 1.98 feet to the northerly corner of a concrete entrance slab of a building under construction, for an ell corner;

**EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION**



SOUTHWESTERN BELL TELE. CO.
ACCESS, CABLE & EQUIP. EASE.
DOC. NO. 2010017736
O.P.R.T.C.T.



DETAIL
NOT TO SCALE

SPILLMAN RANCH,
PHASE ONE,
SECTION ONE,
FINAL PLAT
DOC. NO. 200200274
O.P.R.T.C.T.

WASTEWATER EASEMENT
AND RIGHT-OF-WAY
DOC. NO. 2002128811
O.P.R.T.C.T.

WASTEWATER EASEMENT
AND RIGHT-OF-WAY
DOC. NO. 2002128811
O.P.R.T.C.T.

GATEWAY TO
FALCONHEAD FINAL PLAT
DOC. NO. 201300220
O.P.R.T.C.T.

PFP FALCONHEAD
RETAIL, LLC
DOC. NO. 2013227166
O.P.R.T.C.T.

LOT 1, BLOCK A
7.472 AC.

1

0.055 ACRES
(2,415 Sq. Ft.)

DECLARATION OF
CONDOMINIUM REGIME
FOR GATEWAY TO FALCONHEAD
COMMERCIAL CONDOMINIUMS
DOC. NO. 2017098482
O.P.R.T.C.T.

(N41°27'02"W 423.62')
N41°26'26"W 423.73'

LOT 2, BLOCK A

TREATED EFFLUENT DISPOSAL
EASEMENT
DOC. NO. 2002108123
O.P.R.T.C.T.

&
DRAINAGE, WATER QUALITY
AND LANDSCAPE EASEMENT
AND RESTRICTIVE COVENANT
DOC. NO. 2002178400
O.P.R.T.C.T.

J. BECK SURVEY
NO. 91

11/20/2017

**INLAND U
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PFP FALCONHEAD RETAIL, LLC

TRAVIS COUNTY, TEXAS

EASEMENT
PART 1
0.055 ACRES
(2,415 SQ. FT.)

PAGE 3 OF 4

EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION

LEGEND	
⊙	1/2" IRON ROD WITH PLASTIC CAP FOUND AS NOTED
●	1/2" IRON ROD FOUND UNLESS NOTED OTHERWISE
△	CALCULATED POINT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
ℙ	PROPERTY LINE
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS TRAVIS COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
()	RECORD INFORMATION

CURVE DATA					
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	08°14'54"	488.00'	70.25'	70.19'	N25°00'10"E
(C2)	(32°39'17")	(488.00')	(278.13')	(274.38')	(S 37°11'24" W)

NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

3) HATCHED AREAS WITHIN EASEMENT ARE OVERLAPS WITH EASEMENT(S) REPUTEDLY GRANTED TO THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY OR PREDECESSOR

NO.	DIRECTION	DISTANCE
L1	N33°25'50"E	11.66'
L2	N49°41'09"E	67.54'
L3	N57°44'01"E	17.19'
L4	S40°22'59"E	25.25'
L5	S57°44'01"W	18.99'
L6	S49°41'09"W	7.86'
L7	S38°57'48"E	1.98'
L8	S49°26'41"W	4.66'
L9	N39°03'02"W	2.00'
L10	S49°41'09"W	49.69'
L11	S33°25'50"W	14.85'
L12	N41°26'26"W	25.90'
L13	N41°26'26"W	16.11'

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 12/13/2017
LAWRENCE M. RUSSO DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



11/20/2017

PFP FALCONHEAD RETAIL, LLC

TRAVIS COUNTY, TEXAS

EASEMENT
PART 1
0.055 ACRES
(2,415 SQ. FT.)

PAGE 4 OF 4

ITEM G

QUOTE# 00B-V6

CONTRACT PRICING WORKSHEET

End User: WEST TRAVIS COUNTY PUA			Contractor: CALDWELL COUNTRY		
Contact Name: TREY CANTU			CALDWELL COUNTRY		
Email: TCANTU@WTCPUA.ORG			Prepared By: Averyt Knapp		
Phone #: 512-263-5323 512-751-6993 -C			Email: aknapp@caldwellcountry.com		
Fax #:			Phone #: 979-567-6116		
Location City & State: AUSTIN, TX			Fax #: 979-567-0853		
Date Prepared: MARCH 6, 2018			Address: P. O. Box 27, Caldwell, TX 77836		
Direct Quote			Tax ID # 14-1856872		
Product Description: 2018 CHEVROLET COLORADO 4X2 EXTENDED CAB 12M53					
A Base Price & Options:					\$22,720
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X2-EXTENDED CAB, 3.6L-V6, 8-SPD AUTOMATIC, AIR CONDITION, AMFM- STEREO W/BLUETOOTH, VINYL BUCKETS, (NO REAR JUMP SEAT), FULL POWER WINDOWS, POWER DOOR LOCKS, SHORT BOX, REAR STEP BUMPER, REAR VISION CAMERA	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)					\$22,720
Quantity Ordered					1
Subtotal E					\$22,720

F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	
	\$22,720
Estimated Delivery Date:	
	60-90 DAYS APPX

ITEM H

Developer Reimbursement Payment Summary
3/15/2018

Developer: NASH Sweetwater, LLC

For: Hwy 71 Water Line

Amount Due: \$ 229,260.33

WTCPUA Procedures: Reviewed the 2nd Amendment to the Water Utility Facilities Acquisition Construction and Service Agreement with Lazy Nine MUD No. 1A which substantiates total reimbursable costs.
Reviewed the requirements for reimbursement listed therein.
Recalculated the reimbursable cost per LUE.
Confirmed connection counts and fees received by the WTCPUA.
Confirmed prior developer reimbursement payments.
The WTCPUA's Independent Auditor has confirmed the liability amount due annually since 2013.

Agreed Upon Reimbursable Costs	Total LUEs	Cost per LUE	Total Connections through 12/31/2017	Connections Previously Reimbursed	Unreimbursed Connections	Total Amount Due
\$ 3,713,295.22	2057	\$ 1,805.20	644	517	127	\$229,260.33



February 8, 2018

Mr. Robert Pugh
General Manager
West Travis County PUA
12117 Bee Cave Rd, Bldg 3, Ste 120
Bee Cave, Texas 78738

RF → *JLS*
2/12/2018

RE: Lazy Nine MUD – LCRA/PUA 24” Water Line Annual Reimbursement Request

Dear Robert,

We are writing to request the annual reimbursement for new water connections in Lazy Nine MUD through year end 2017. Attached is a correspondence from Mike Morin with Crossroads Utility Services showing the total number of permanent meters connected in Lazy Nine MUDs 1A and 1B. We have also prepared and attached our spreadsheet to track the annual increase in water LUEs within Lazy Nine, and the reimbursement amount due under the Utility Construction Agreement.

The total amount due for year end 2017 is \$229,260.33. Please make payment to NASH Sweetwater, LLC as assignee from Lazy Nine MUD 1A. Lazy Nine MUD 1A previously assigned the reimbursement right under this Utility Construction Agreement to WS-COS Investments, who subsequently assigned those rights to NASH Sweetwater, LLC with the Sweetwater residential sale in late March 2015.

Please let me know if you have any questions, or need any additional information from me in order to complete this annual reimbursement. I can be reached on my mobile at 512-923-7720 or at my office 512-244-6667 and via email at rficken@newlandco.com.

Sincerely yours,

NASH Sweetwater, LLC

R. Ficken
Rainer Ficken, AICP
Vice President – Land Development
Newland Communities - Sweetwater

cc: Lazy Nine MUD 1A
Rick Wheeler, P.E.

RECEIVED FEB 12 2018

Lazy Nine MUD - WTC PUA Hwy 71 Water Line

Schedule of Annual Reimbursements to NASH Sweetwater, LLC (assignee from WS - COS Investments, LLC)

as of 12/31/2017

Total Waterline Cost: \$3,713,295.22
 Total LUEs: 2,057
 Reimbursement Per LUE: \$1,805.20

*lta
new*

Year End	Lazy Nine 1A Total LUEs	Lazy Nine 1B Total LUEs	Total Lazy Nine LUEs	New LUEs Current Year	Current Year Reimburse Amount	PUA Reimburse Date
2013	5	88	93	93	\$167,883.55	10/28/2014
2014	5	294	299	206	\$371,871.08	3/31/2015
2015	5	380	385	86	\$155,247.15	3/30/2016
2016	1	516	517	132	\$238,286.32	4/10/2017
2017	5	639	644	127	\$229,260.33	TBD
2018			0	0	\$0.00	
2019			0	0	\$0.00	
2020			0	0	\$0.00	
2021			0	0	\$0.00	
2022			0	0	\$0.00	

Total To Date: \$1,162,548.43

Balance To Be Reimbursed: \$2,550,746.79

STATISTICAL CONSUMPTION REPORT FOR WATER RUN M/Y - 1/2018 01/23/2018 PAGE: 1

USAGE RANGE	RESIDENTIAL		COMMERCIAL/IR		NON PROFIT		TEMPORARY		FIRE HYDRANT		WATER RESIDEN		WATER BUILDER		TRACKING METS		NO BILL		*** TOTALS ***		% Of Usage	Column/Rate Codes
	ITEMS	USAGE	ITEMS	USAGE	ITEMS	USAGE	ITEMS	USAGE	ITEMS	USAGE	ITEMS	USAGE	ITEMS	USAGE	ITEMS	USAGE	ITEMS	USAGE	ITEMS	USAGE		
0.1- 5.0	239	1719.0	2	19.0					1	6.0	40	498.8	35	116.0	15.0	1.0	1	1.0	318	2,394.0	51.61	1 = 23,
5.1- 10.0	136	612.0	3	6.0					5.0	37	261.0	3	41.0	1	11.0				180	936.0	20.18	2 = 27, 28, 29, 30, 31, 33,
10.1- 20.0	49	224.0							10.0	31	166.0	4	48.0		20.0				84	468.0	10.09	35,
20.1- 30.0	5	36.0							10.0	3	44.0	1	21.0	1	13.0				10	134.0	2.67	3 = 37,
30.1- 40.0		10.0							4.0	2	13.0		20.0		10.0				2	57.0	1.23	4 = 41,
40.1- 50.0		10.0									10.0	2	12.0	1	8.0				3	40.0	0.86	5 = 59,
50.1- 100.0		50.0									50.0								0	100.0	2.16	6 = 21,
100.1- 200.0	1	11.0									100.0								1	111.0	2.39	7 = 25, 26,
200.1- 300.0											100.0								0	100.0	2.16	8 = 53,
300.1- 400.0											100.0								0	100.0	2.16	9 = 89,
400.1- 500.0											100.0								0	100.0	2.16	
500.1-99999.9											1	109.0							1	109.0	2.33	
PWR PURCHASES																						
VACATIONS																						
NO BILLS																						
UNIT																						
NO CONS	17									3	6	24	4	30	84							
*** SUBTOTAL	447	2672.0	5	25.0					5	35.0	120	1562.0	69	278.0	7	77.0	31	1.0	684	4,638.0		
S/A'S & VACANTS										1	2			2	5							
USAGE ADJUSTED																						
GRAND TOTALS	447	2672.0	5	25.0					5	35.0	121	1561.0	71	278.0	7	77.0	33	1.0	689	4,638.0		
*** AMOUNT		13985.49		131.25		0.00		0.00		138.25		15640.25		1875.54		0.00		0.00				31,770.78
MINUS (-) NEW FINALS AND TRANSFERS																						17
MINUS (-) LOTS ONLY																						0
PLUS (+) NEW CONNSCTS																						0
PLUS (+) REGULAR - NO BILL																						0
BALANCE TO METER BOOK																						672

*** ITEM COUNTS FOR BALANCE TO METER BOOK WILL ONLY AGREE IF THIS REPORT AND METER BOOK ARE RUN IMMEDIATELY AFTER CLOSURE ***

STATISTICAL CONSUMPTION REPORT

RECAP				RECAP				RECAP			
ITEMS	CONSUMPTION	BILLED		ITEMS	CONSUMPTION	BILLED		ITEMS	CONSUMPTION	BILLED	
*COLUMN 1	447	2672.0	13995.99	0	0.0	0.00		0	0.0	0.00	0.00
*COLUMN 2	5	25.0	121.25	0	0.0	0.00		0	0.0	0.00	0.00
*COLUMN 3	0	0.0	0.00	0	0.0	0.00		0	0.0	0.00	0.00
*COLUMN 4	0	0.0	0.00	0	0.0	0.00		0	0.0	0.00	0.00
*COLUMN 5	5	35.0	128.25	0	0.0	0.00		0	0.0	0.00	0.00
*COLUMN 6	120	1551.0	15640.25	0	0.0	0.00		0	0.0	0.00	0.00
*COLUMN 7	69	278.0	1875.54	0	0.0	0.00		0	0.0	0.00	0.00
*COLUMN 8	7	77.0	0.00	0	0.0	0.00		0	0.0	0.00	0.00
*COLUMN 9	31	1.0	0.00	0	0.0	0.00		0	0.0	0.00	0.00
* TOTAL-->	684	4639.0	31770.78	TOTAL-->	0	0.0	0.00	TOTAL-->	0	0.0	0.00
* PLUS (+)	5	<--SERVICE ADDRESS ONLY		* PLUS (+)	<--SERVICE ADDRESS ONLY			* PLUS (+)	<--SERVICE ADDRESS ONLY		
* PLUS (+)	0	<--REGULAR - NO BILL		* PLUS (+)	<--REGULAR - NO BILL			* PLUS (+)	<--REGULAR - NO BILL		
* PLUS (+)	0	<--NEW CONNECTS		* PLUS (+)	<--NEW CONNECTS			* PLUS (+)	<--NEW CONNECTS		
* MINUS (-)	17	<--NEW FINALS		* MINUS (-)	<--NEW FINALS			* MINUS (-)	<--NEW FINALS		
	672	<--METER BOOK TOTALS			<--METER BOOK TOTALS				<--METER BOOK TOTALS		

*** ITEM COUNTS FOR BALANCE TO METER BOOK WILL ONLY AGREE IF THIS REPORT AND METER BOOK ARE RUN IMMEDIATELY AFTER CLOSEOUT ***

FINALS AND TRANSFERS STATISTICS			
	BILLED	NOT BILLED	TOTAL
NEW FINAL:	17	0	17
OLD FINAL:	3	11	14
TRANSFERS:	0	0	0
TOTAL FINAL/TRAN:	20	11	31

REGULAR BILL STATISTICS			
	BILLED	NOT BILLED	TOTAL
ARREARS:	77	0	77
BANKS:	0	0	0
REGULAR:	557	33	590
VACATION:	0	0	0
SERV / ADDR:	0	5	5
TOTAL	634	38	672
*S/A-REG - NO TABLE:			1
* GRAND TOTAL ALL:	634	49	704 LEDGER TOTAL

DEPOSITS ON FILE: 170,000.00

*** ITEM COUNTS FOR BALANCE TO METER BOOK AND LEDGER TOTAL WILL ONLY AGREE IF THIS REPORT AND METER BOOK ARE RUN IMMEDIATELY AFTER CLOSEOUT ***

DISTRICT: 529 LAZY MINE MUD 1-A
 **** CLOSURE REPORT (AFTER CALCULATE) ****

STATISTICAL CONSUMPTION REPORT FOR WATER

RUN M/Y - 1/2018 01/23/2018 PAGE: 1

USAGE RANGE	WATER RESIDEN		COMMERCIAL		WATER HOA MTR		NON PROFIT		WATER TMP Vg		LTISSD	WATER FIRE HY		EFFLUENT METE		WATER NO BILL		**** TOTALS ****		% Of Usage	Column/Rate Codes
	ITEMS	USAGE	ITEMS	USAGE	ITEMS	USAGE	ITEMS	USAGE	ITEMS	USAGE		ITEMS	USAGE	ITEMS	USAGE	ITEMS	USAGE	ITEMS	USAGE		
0.1- 5.0												5.0	5.0			5.0	0	15.0	1.80	1 = 23,	
5.1- 10.0												5.0	5.0			5.0	0	15.0	1.80	2 = 27,	
10.1- 15.0												5.0	5.0			5.0	0	15.0	1.80	3 = 35, 44,	
15.1- 20.0												5.0	5.0			5.0	0	15.0	1.80	4 = 37,	
20.1- 30.0												10.0	10.0			10.0	0	30.0	3.59	5 = 41, 42, 93, 45,	
30.1- 40.0												10.0	10.0			10.0	0	30.0	3.59	6 = 56,	
40.1- 50.0												10.0	10.0			10.0	0	30.0	3.59	7 = 58, 59,	
50.1- 60.0												10.0	10.0			10.0	0	30.0	3.59	8 = 54,	
60.1- 70.0												10.0	10.0			10.0	0	30.0	3.59	9 = 93, 99,	
70.1- 80.0												10.0	10.0			10.0	0	30.0	3.59		
80.1- 90.0												10.0	10.0			10.0	0	30.0	3.59		
90.1- 100.0												10.0	10.0			10.0	0	30.0	3.59		
100.1- 200.0											1	9.0	100.0			100.0	1	209.0	25.03		
200.1- 300.0													100.0			100.0	0	200.0	23.95		
300.1- 400.0													100.0		1	2.0	1	102.0	12.22		
400.1- 500.0													1	24.0			1	24.0	2.88		
500.1-99999.9																	0	0.0	0.01		
PWR PURCHASE																					
VACATIONS																					
NO BILLS																					
UNIT																					
NO CONS															3	2		5			
*** SUBTOTAL											1	109.0	1	424.0	3	302.0	8	835.0			
USAGE ADJUSTED																					
GRAND TOTALS											1	109.0	1	424.0	3	302.0	8	835.0			
*** AMOUNT		0.00		0.00		0.00		0.00		0.00		609.70		1738.40		0.00		0.00			2,348.10
MINUS (-) NEW FINALS AND TRANSFERS																					0
MINUS (-) LOTS ONLY																					0
PLUS (+) NEW CONNECTS																					0
PLUS (+) REGULAR - NO BILL																					0
BALANCE TO METER BOOK																					8

*** ITEM COUNTS FOR BALANCE TO METER BOOK WILL ONLY AGREE IF THIS REPORT AND METER BOOK ARE RUN IMMEDIATELY AFTER CLOSURE ***

STATISTICAL CONSUMPTION REPORT

RECAP WATER				RECAP				RECAP			
ITEMS	CONSUMPTION	BILLED		ITEMS	CONSUMPTION	BILLED		ITEMS	CONSUMPTION	BILLED	
*COLUMN 1	0	0.0	0.00	* 0	0.0	0.00	0.00	* 0	0.0	0.0	0.00
*COLUMN 2	0	0.0	0.00	* 0	0.0	0.00	0.00	* 0	0.0	0.0	0.00
*COLUMN 3	0	0.0	0.00	* 0	0.0	0.00	0.00	* 0	0.0	0.0	0.00
*COLUMN 4	0	0.0	0.00	* 0	0.0	0.00	0.00	* 0	0.0	0.0	0.00
*COLUMN 5	0	0.0	0.00	* 0	0.0	0.00	0.00	* 0	0.0	0.0	0.00
*COLUMN 6	1	109.0	609.70	* 0	0.0	0.00	0.00	* 0	0.0	0.0	0.00
*COLUMN 7	1	424.0	1738.40	* 0	0.0	0.00	0.00	* 0	0.0	0.0	0.00
*COLUMN 8	3	0.0	0.00	* 0	0.0	0.00	0.00	* 0	0.0	0.0	0.00
*COLUMN 9	3	302.0	0.00	* 0	0.0	0.00	0.00	* 0	0.0	0.0	0.00
* TOTAL-->	6	835.0	2348.10	* TOTAL-->	0	0.0	0.00	* TOTAL-->	0	0.0	0.00
* PLUS (+)	0	<--SERVICE ADDRESS ONLY		* PLUS (+)	0	<--SERVICE ADDRESS ONLY		* PLUS (+)	0	<--SERVICE ADDRESS ONLY	
* PLUS (+)	0	<--REGULAR - NO BILL		* PLUS (+)	0	<--REGULAR - NO BILL		* PLUS (+)	0	<--REGULAR - NO BILL	
* PLUS (+)	0	<--NEW CONNECTS		* PLUS (+)	0	<--NEW CONNECTS		* PLUS (+)	0	<--NEW CONNECTS	
* MINUS (-)	0	<--NEW FINALS		* MINUS (-)	0	<--NEW FINALS		* MINUS (-)	0	<--NEW FINALS	
* 8		<--METER BOOK TOTALS		* 8		<--METER BOOK TOTALS		* 8		<--METER BOOK TOTALS	

**** ITEM COUNTS FOR BALANCE TO METER BOOK WILL ONLY AGREE IF THIS REPORT AND METER BOOK ARE RUN IMMEDIATELY AFTER CLOSEOUT ****

FINALS AND TRANSFERS STATISTICS			
	BILLED	NOT BILLED	TOTAL
NEW FINAL:	0	0	0
OLD FINAL:	0	0	0
TRANSFERS:	0	0	0
TOTAL FINAL/TRAN:	0	0	0

REGULAR BILL STATISTICS			
	BILLED	NOT BILLED	TOTAL
ARREARS:	0	0	0
BANKS:	0	0	0
REGULAR:	5	3	8
VACATION:	0	0	0
SERV / ADDR:	0	0	0
TOTAL:	5	3	8
*S/A-REG - NO TABLE:			1
* GRAND TOTAL ALL:	5	3	8 LEDGER TOTAL

DEPOSITS ON FILE: 2,000.00

**** ITEM COUNTS FOR BALANCE TO METER BOOK AND LEDGER TOTAL WILL ONLY AGREE IF THIS REPORT AND METER BOOK ARE RUN IMMEDIATELY AFTER CLOSEOUT ****

ITEM I

EASEMENT AGREEMENT

This Easement Agreement (the "**Agreement**") is entered into by and between the West Travis County Public Utility Agency (the "**PUA**") a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and John Carrell an individual ("**Owner**") (the PUA and Owner are each, a "**Party**", and are collectively referred to as the "**Parties**").

RECITALS

WHEREAS, the PUA is a public utility agency created by concurrent ordinances of Hays County, the City of Bee Cave and West Travis County Municipal Utility District No. 5, governed by Chapter 572 of the Texas Local Government Code;

WHEREAS, Owner is the owner of approximately 5.45 acres in Hays County, Texas (the "**Land**"), which is more specifically described as Lot 1 in Exhibit A, attached hereto and incorporated herein for all purposes;

WHEREAS, the PUA desires to design, construct, and install water pipelines and related facilities, which in part crosses a portion of the Land, and to obtain an easement from Owner to construct and install such infrastructure on the Land;

WHEREAS, Owner desires that the PUA in part commit to provide five (5) living unit equivalents ("**LUE**") (as such term is defined by the PUA's "Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges, and Terms and Conditions of Water and Wastewater Services" (the "**Tariff**") of water service to the Land, which will benefit the Owner and the Land; as well as make modifications to other present and future water utility easements; and

WHEREAS, the Parties desire to work together to reach these goals, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following:

AGREEMENT

- 1. Recitals.** The above recitals and definitions are incorporated in this Agreement for all purposes.
- 2. Water Easement.** The Parties agree that no later than seven (7) days after the Effective Date (defined herein) of this Agreement, Owner shall execute and deliver to the PUA the permanent and non-exclusive waterline easement ("**Water Easement**"), which also includes a temporary construction and temporary access easement therein, attached hereto as Exhibit B and incorporated herein for all purposes. Owner represents that Owner has the legal authority to execute the Water Easement. After the Water Easement is fully executed, the PUA agrees to record such instrument in the real property records of Hays County in a timely manner and at its own cost.

3. Replacement of Easements. The PUA will use commercially reasonable efforts to inspect the Land within three (3) months (the "**Inspection Period**") after the Effective Date to determine the location of any PUA waterline(s) that currently exist on the Land as of the Effective Date. No later than two (2) months after the end of the Inspection Period, the PUA shall provide Owner with metes and bounds description(s) for such waterline(s). No later than one (1) month after the PUA provides Owner with such metes and bounds description(s) for such waterline(s), Owner shall grant fifteen (15) feet wide permanent and non-exclusive waterline easement(s) to the PUA, in, on, under, and across the Land described by such metes and bounds description(s), in a form substantially similar to the easement attached hereto as **Exhibit C** and incorporated herein for all purposes (the "**Replacement Water Easement(s)**"). No later than seven (7) days after the Replacement Easement(s) have been executed by Owner, the PUA agrees to record the Replacement Easement(s) in the real property records of Hays County and at its own cost. The Replacement Easement(s) shall also include a provision whereby the PUA will vacate the portions of its "Right of Way Easement," filed January 17, 2006 and recorded in the real property records of Hays County as Volume 2844, page 860 and "Right of Way Easement," filed January 17, 2006 and recorded in the real property records of Hays County as Volume 2844, page 862 (the "**Turck Easements**") that overlap and encumber the Land. In the event that the PUA or Owner discovers after recording the Replacement Easement(s) that other PUA waterlines exist in, on, under, or across the Land depicted in the Turck Easements which do not have an express easement, Owner agrees (i) to grant additional permanent and non-exclusive waterline easements consistent with **Exhibit D** ("**Subsequent Water Easement(s)**") to the PUA, free and clear of all liens and encumbrances or with lienholder consent, within thirty (30) days of receipt of a written request from the PUA for such waterlines in, on, under, and across the Land, and (ii) that such waterlines are allowed in, on, under, and across the Land and are not trespassing in, on, under, or across the Land

4. Impervious Cover. In the event that the PUA desires to install pavement on the surface of the portions of the Land that are described by any of the PUA's easements existing as of the Effective Date (defined herein), the PUA shall provide written notice (the "**Pavement Notice**") to Owner requesting consent to install such pavement prior commencing construction. If Owner fails to provide the PUA with a written response to the Pavement Notice within thirty (30) days of receipt of the Pavement Notice, or if Owner provides the PUA with written consent to install such pavement, then the PUA may proceed with installing such pavement immediately. If Owner provides the PUA with a written response to the Pavement Notice within thirty (30) days of receipt of the Pavement Notice, refusing to provide such consent, then the PUA may not install such pavement unless the PUA is required by a federal, state, or local governmental entity ("**Authority**") to install such pavement; provided, however, that the PUA can install such pavement after providing Owner with additional written notice, including correspondence from the Authority stating that the pavement is necessary, regardless of whether Owner refused to provide the PUA with consent to the Pavement Notice. In any instance where the PUA will install pavement under this Section 4, the PUA will use commercially reasonable efforts to cooperate with Owner to develop a pavement route that is beneficial to both Owner and the PUA, and to install the pavement at the PUA's sole cost. Owner reserves the right to use the land within the Water Easement and Replacement Easement(s) for crossing of roads, streets, alleys, driveways, underground telephone cables and conduits, and gas, water and sewer pipelines, so long as (i) such use by the Owner does not cause the PUA's water system to be in violation of any federal, state, or local laws, regulations, or ordinances, (ii) Owner provides the PUA with

prior written notice of such use, (iii) the uses would not interfere with PUA operations and maintenance of PUA facilities, and (iv) PUA provides its consent to such use, including approval of other non-PUA easements, which the PUA may not be unreasonably withhold or delay.

5. **Commitment of Capacity.** In consideration for Owner's obligations under this Agreement, PUA agrees to (i) make five (5) LUEs of water service ("**Capacity Commitment**") available to the Land for a period of fifteen (15) years, beginning on the Effective Date ("**Option Period**"), based upon the terms and conditions of PUA's Tariff on the date that water service commences; (ii) during the Option Period, waive any water reservation fees for the Capacity Commitment; and (iii) during the Option Period, provide five (5) LUEs of water impact fee credits for the Capacity Commitment, in the event that Owner desires to obtain water service from the PUA to the Land. Except as otherwise provided in this Section 5, when Owner desires to obtain water service from the PUA, Owner shall be subject to PUA's Tariff and other policies that are effective at that time. The water service available from the Capacity Commitment may only be used on the Land.

6. **Default.** In the event that either Party defaults on or materially breaches any one or more of the provisions of this Agreement, the non-defaulting Party shall give defaulting Party thirty (30) days to cure such default or material breach after the non-defaulting Party has made written demand to cure the same. A breach is material if the defaulting Party fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. In the event that Owner is in material breach of this Agreement and such breach is not cured in accordance with this Section, the waiver of fees for any of the unutilized five (5) LUEs shall become null and void.

7. **Representations by Owner.** Owner represents that he has the authority to enter into this Agreement and that the representations and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which Owner is a party, or any order, judgment, or decision against Owner.

8. **Notices.** Notice and delivery to the respective Parties pursuant to this Agreement must be in writing and may be given via regular U.S. Mail, via electronic mail or by hand delivery to the addresses of the Parties shown below. A notice shall be deemed delivered on the earlier of (1) the date actually received; or (2) three (3) days after posting in the U.S. Mail. Notice and delivery shall be provided to the following addresses:

PUA: General Manager
West Travis County PUA
12117 Bee Cave Rd
Bldg. 3, Suite 120
Bee Cave TX 78738
Email: generalmanager@wtcpua.org

with a copy to: David Klein
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Avenue Suite 1900
Austin, Texas 78701
Email: dklein@lglawfirm.com

Owner: Mr. John Carrell
12016 Hwy. 290 W., Ste. 5
Austin, Texas 78737-2837

with a copy to: Patrick L. Reznik
Braun & Gresham, PLLC
P.O. Box 1148
Dripping Springs, Texas 78620
Email: preznik@braungresham.com

9. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

10. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas. All actions taken by the Parties in the performance of their obligations under this Agreement shall be deemed to have been taken in Travis County, Texas.

11. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their heirs, personal representatives, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

12. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto.

13. **Waiver.** Each Party may specifically, but only in writing, waive any breach of this Agreement by the other Party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other Party.

14. **Authority.** Each Party represents and warrants to the other Party that such Party and the individual executing this Agreement on such Party's behalf have been granted the full legal right, power and authority to execute this Agreement through all necessary corporate, partnership, governmental or other action and that all formal requirements necessary or required by any law, rule or regulation regarding its corporate, partnership or municipal organization or existence (as applicable) have been fulfilled.

15. **Further Assurances.** The Parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement and to correct any mistakes or errors in this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed, effective as of the last date of execution by either Party as set forth below ("*Effective Date*").

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

By: _____
Ray Whisenant, Jr. Secretary
Board of Directors

Date: _____

OWNER:

John Carrell, individually

By: 
John Carrell, individually

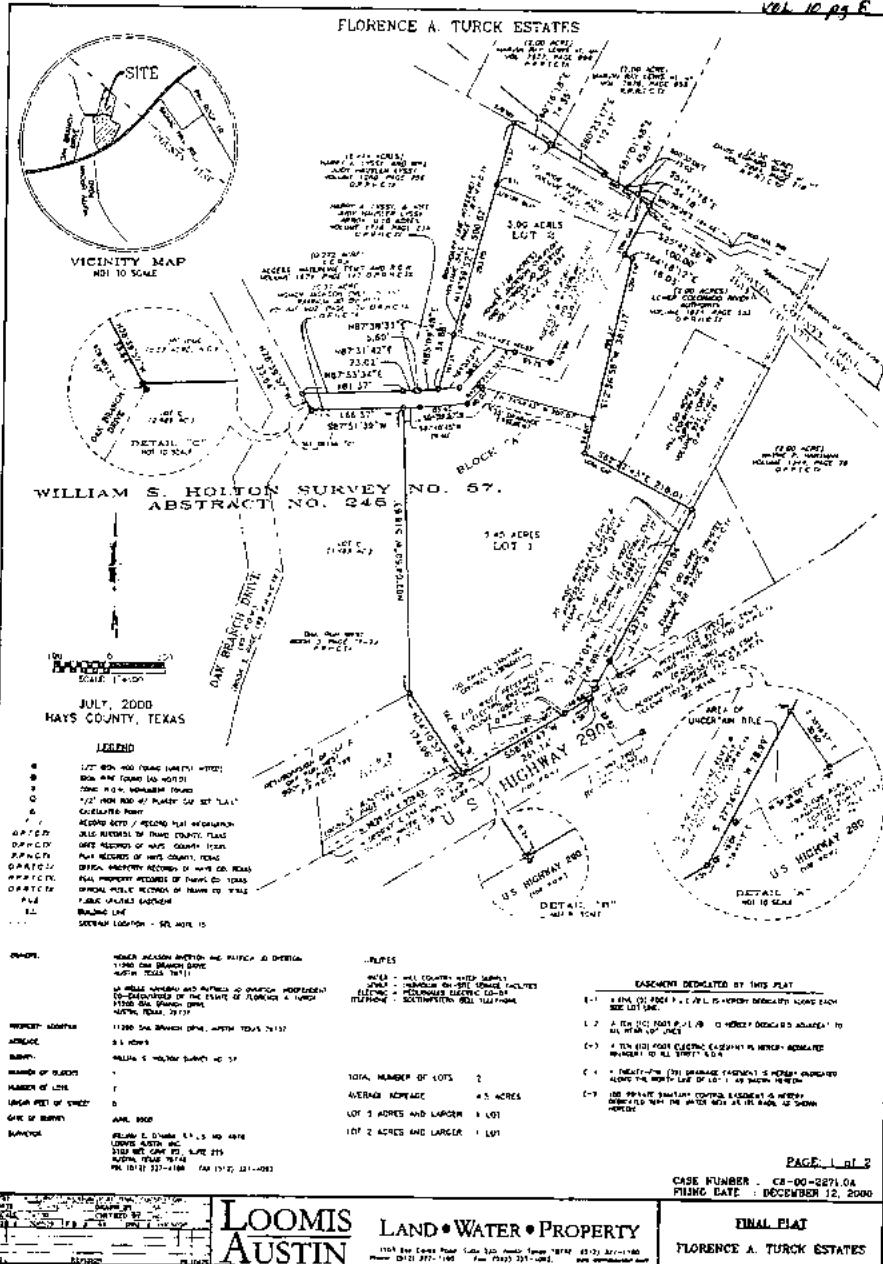
Date: 2-15-18

EXHIBIT A

Land

PHOTOGRAPHIC KILLAR

Vol. 12, pg. 8



FLORENCE A. TURCK ESTATES

THE STATE OF TEXAS X
THE COUNTY OF HAYS X

THAT WE, HOMER JACKSON OVERTON AND PATRICIA JO OVERTON, OWNERS OF 1.139 ACRES OF LAND IN THE WILLIAM S. HOLTON SURVEY NO. 57, A-245, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED JULY 8, 1962, AND RECORDED IN VOLUME 377, PAGE 454, DEED RECORDS OF HAYS COUNTY, TEXAS AND LA NELLE KAHLEBAU AND PATRICIA JO OVERTON, INDEPENDENT CO-EXECUTORS OF THE ESTATE OF FLORENCE A. TURCK, DECEASED, AND PATRICIA JO OVERTON, MARY TURCK TROIANO (NOW KNOWN AS MARY TURCK ARNETTE) AND ELIZABETH TURCK FOSTER, HEIRS AND BENEFICIARIES UNDER THE WILL OF FLORENCE A. TURCK, DECEASED, OWNERS OF 7.312 ACRES OF LAND BEING THE REMAINDER OF 37.5 ACRES OF LAND IN THE WILLIAM S. HOLTON SURVEY NO. 57, A-245, HAYS COUNTY, TEXAS AS CONVEYED TO FLORENCE A. TURCK BY DEED DATED NOVEMBER 13, 1991, AND RECORDED IN VOLUME 356, PAGE 342, OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE THE SAID 8.45 ACRES TO BE KNOWN AS THE "FLORENCE A. TURCK ESTATES"

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DRINKING WATER QUALITY, WATER AVAILABILITY, RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE AND PERMITTED BY THE HAYS COUNTY HEALTH DEPARTMENT, NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PRIVATE WATER WELL OR APPROVED COMMUNITY WATER SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

Allen G. Walther, Director
HAYS COUNTY, FLOODPLAIN ADMINISTRATOR
HAYS COUNTY, ENVIRONMENTAL HEALTH

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, DEVELOPMENT REVIEW AND INSPECTION DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE 14th DAY OF April, 2001, A.D.

Alke Glasco, Director
DEVELOPMENT REVIEW AND INSPECTION DEPARTMENT

GENERAL NOTES:

- 1. THIS SUBDIVISION SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LAND DEVELOPMENT CODE (L.D.C.) OF THE CITY OF AUSTIN AND ALL APPLICABLE HAYS COUNTY REQUIREMENTS.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE APPROVED COMMUNITY WATER SYSTEM.
3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
4. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS, EXCEPT AS APPROVED BY THE CITY OF AUSTIN OR HAYS COUNTY.
5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
6. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY, ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN AND HAYS COUNTY HEALTH DEPARTMENT.
7. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. PERMITS SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
8. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN AND HAYS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
9. THE WATER QUALITY EASEMENTS SHOWN ARE FOR THE PURPOSE OF ACHIEVING COMPLIANCE PURSUANT TO CHAPTER 25-B OF THE LAND DEVELOPMENT CODE. THE USE AND MAINTENANCE OF THESE EASEMENTS IS RESTRICTED BY SECTION 25-B-211, 213, AND 231 THEREOF.
10. MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE ACCORDING TO CITY OF AUSTIN STANDARDS.
11. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO L.D.C. SECTION 25-B-181 AND 182, AND THE ENVIRONMENTAL CRITERIA MANUAL.
12. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
13. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED 03/20/01, THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL IMPROVEMENTS NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE SUBDIVISION IMPROVEMENTS AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN DOCUMENT NO. BY THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
14. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH CITY OF AUSTIN AND STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF AUSTIN, WATER AND WASTEWATER DEPARTMENT, FOR REVIEW. ALL WASTEWATER SYSTEMS TO BE DESIGNED AND INSTALLED IN COMPLIANCE WITH THE HAYS COUNTY ODFSP REQUIREMENTS. PRIOR TO CONSTRUCTION OF SAID WASTEWATER SYSTEM, (EXCLUDING TYPED INTO PUBLIC SEWER) THE BUILDER MUST OBTAIN A SEPTIC PERMIT FROM HAYS COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.
15. SIDEWALKS ALONG DAK BRANCH DRIVE ARE REQUIRED TO BE CONSTRUCTED BY THE PROPERTY OWNER AFTER THE ADJUTING ROADWAY IS IMPROVED AND CONCRETE CURBS ARE IN PLACE. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHDRAWAL OF CERTIFICATION OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
16. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT AS PER L.D.C. CHAPTER 25-B, ARTICLE 8, 11 AND 12.
17. AN ADMINISTRATIVE WAIVER HAS BEEN GRANTED FOR SECTION 25-4-33 OF THE LAND DEVELOPMENT CODE.
18. THE FINAL PLAT SUBDIVISION IS SUBJECT TO THE 15-FOOT EASEMENT GRANTED TO HILL COUNTRY WATER SUPPLY CORPORATION BY THE INSTRUMENT OF RECORD IN VOLUME 11742, PAGE 388, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. (THE HILL COUNTRY WATER SUPPLY CORPORATION MAPS SHOW AN EXISTING WATER LINE TO BE LOCATED ALONG THE NORTH LINE OF U.S. HWY. 290. THE EASEMENT IS TO BE CENTERED ON THE PIPELINE AS CONSTRUCTED, PER THE SAID INSTRUMENT.)

IN ACCORDANCE WITH THE PLAT SHOWN HEREOF, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREOF.
WITNESS MY HAND, THIS 26th DAY OF March, A.D. 2001.

Homer Jackson Overton, Patricia Jo Overton, La Nelle Kahlebau
11200 DAK BRANCH DRIVE, 11200 DAK BRANCH DRIVE, 1480 S. FU 1626
AUSTIN, TEXAS 78737, AUSTIN, TEXAS 78737, BUDA, TEXAS 78610

Mary J Arnette
MARY TURCK TROIANO
(NOW KNOWN AS MARY TURCK ARNETTE)
2903 NESTLE
AUSTIN, TEXAS 78745

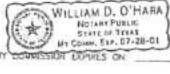
Elizabeth Turck Foster
ELIZABETH TURCK FOSTER
550 E. RAINW. APT. 102, 26
LA GRANGE, TEXAS 78945

THE STATE OF TEXAS X
THE COUNTY OF HAYS X

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HOMER JACKSON OVERTON, PATRICIA JO OVERTON AND LA NELLE KAHLEBAU KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26th DAY OF March, A.D. 2001.

William D. O'Hara
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

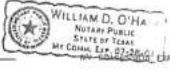


William D. O'Hara
PRINTED NAME OF NOTARY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARY TURCK TROIANO (NOW KNOWN AS MARY TURCK ARNETTE), KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26th DAY OF March, A.D. 2001.

William D. O'Hara
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

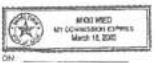


William D. O'Hara
PRINTED NAME OF NOTARY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ELIZABETH TURCK FOSTER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26th DAY OF March, A.D. 2001.

Nikki Wised
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



Nikki Wised
PRINTED NAME OF NOTARY

ENGINEERS STATEMENT:

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I PREPARED THE PLAT SUBMITTED HERewith THAT ALL INFORMATION SHOWN HEREOF IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF. ALL ENGINEERING WORK FOR THE ROADS AND DRAINAGE (INCLUDING DRAINAGE DRAIN PIPES) WITHIN THIS SUBDIVISION WILL BE COMPLETED IN COMPLIANCE WITH THE CITY OF AUSTIN SUBDIVISION REGULATIONS AND WITH ALL GENERALLY ACCEPTED ENGINEERING STANDARDS.

THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF AUSTIN'S FIVE-MILE EXTRA-TERRITORIAL JURISDICTION. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE RATE MAP PANEL NO. 48205C 0085 E AND PANEL NO. 48205C 0035 E, HAYS COUNTY, DATED JULY 18, 1998.

THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS SCHOOL DISTRICT. THIS SUBDIVISION PLAT IS COMPLETE, ACCURATE AND IN COMPLIANCE WITH CHAPTER 25-6 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

WITNESS MY HAND THIS 21st DAY OF March, 2001, A.D.

Juan Carlos Garza
REGISTERED PROFESSIONAL ENGINEER NO. 87712
LOOMIS AUSTIN INC
3163 BEE CAVES ROAD, SUITE 225
AUSTIN, TEXAS 78746



Juan Carlos Garza
REGISTERED PROFESSIONAL ENGINEER NO. 87712
LOOMIS AUSTIN INC
3163 BEE CAVES ROAD, SUITE 225
AUSTIN, TEXAS 78746

SURVEYOR'S NOTES:

1. A PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE GARDNER SPRINGS SEGMENT OF THE EDWARDS AQUIFER.

SURVEYOR'S STATEMENT:

I, WILLIAM D. O'HARA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF LAND SURVEYING IN THE STATE OF TEXAS; THAT THE PLAT SUBMITTED HERewith WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT ALL INFORMATION SHOWN HEREOF IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE SURVEYING PORTIONS THEREOF; AND THAT SAID PLAT COMPLES WITH TITLE 25 OF THE LAND DEVELOPMENT CODE, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND THIS 21st DAY OF March, 2001, A.D.

William D. O'Hara
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4878-STATE OF TEXAS
LOOMIS AUSTIN, INC
3163 BEE CAVES ROAD, SUITE 225
AUSTIN, TEXAS 78746



William D. O'Hara
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4878-STATE OF TEXAS
LOOMIS AUSTIN, INC
3163 BEE CAVES ROAD, SUITE 225
AUSTIN, TEXAS 78746

STATE OF TEXAS X
COUNTY OF HAYS X

I, LEE CARLISLE, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE 20th OF March, A.D. 2001 THE COMMISSIONERS COURT OF HAYS COUNTY TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DILY ENTERED IN THE MINUTES OF THE SAID COURT IN BOOK 5, PAGE 60.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 20th DAY OF March, 2001.

Lee Carlisle
COUNTY CLERK
HAYS COUNTY, TEXAS



STATE OF TEXAS X
COUNTY OF HAYS X

I, LEE CARLISLE, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 2nd DAY OF May, A.D. 2001, AT 11 O'CLOCK P.M., AND DULY RECORDED THE 2nd DAY OF May, A.D. 2001, AT 11 O'CLOCK P.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK 10, PAGE 8-9.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 2nd DAY OF May, A.D. 2001.

Lee Carlisle
COUNTY CLERK
HAYS COUNTY, TEXAS



PAGE: 2 of 2
CASE NUMBER : C8-00-2271.0A
FILING DATE : DECEMBER 12, 2000

Table with columns: FILE NO., DATE, SCALE, JOB #, REVISION, BY, DATE.



LAND • WATER • PROPERTY
3163 Bee Caves Road, Suite 225, Austin Texas 78746
Phone: (512) 327-1180; Fax: (512) 327-4662; www.loomis-austin.com

FINAL PLAT
FLORENCE A. TURCK ESTATES

EXHIBIT B

Water Easement

DURATION OF EASEMENT:

This Easement shall be permanent and irrevocable.

EXCLUSIVITY:

GRANTEE's easement rights within the Easement Property are non-exclusive.

DOMINANT USE OF EASEMENT PROPERTY:

GRANTOR agrees that GRANTEE shall have the dominant right to use of the Easement Property for the purposes stated above and GRANTOR or any other third parties who obtain property rights from GRANTOR in, on, under, or across the Easement Property shall make no use of the Easement Property that unreasonably interferes with GRANTEE's use, including but not limited to (i) the construction of stone walls, extensive landscaping or similar improvements that would impede GRANTEE'S access to the Facilities or (ii) causing GRANTEE's water system to violate any then applicable federal, state, or local laws, regulations, or ordinances. GRANTOR further agrees that GRANTEE's duty to restore the Easement Property and any improvements thereon shall be limited to substantially the same surface as existed on the Effective Date of this instrument. GRANTOR further agrees to provide GRANTEE with immediate access to the Easement Property when required for GRANTEE to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Facilities.

TEMPORARY CONSTRUCTION EASEMENT:

GRANTOR also does hereby grant, sell and convey unto GRANTEE, and its successors and assigns, a temporary construction easement and work space ("*Temporary Construction Easement*") for the construction of water lines and appurtenances in the Easement Property, and all acts necessary or incident thereto, said Temporary Construction Easement being depicted in the sketch in the attached Exhibit A. GRANTEE and its successors and assigns shall have the Temporary Construction Easement, together with the right of ingress and egress over, along and across the Temporary Easement Tract during the construction of water lines and appurtenances on the abutting Easement Property shown on **EXHIBIT A**, subject to the condition that GRANTEE shall restore the Temporary Easement Tract to a like or better condition than existed thereon prior to the start of construction. This Temporary Construction Easement shall automatically expire upon the completion of the construction of the water lines and appurtenances to be constructed within the Easement Property.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect.

BINDING EFFECT:

This agreement will run with the land, and will bind and inure to the benefit of the Parties hereto, and their respective successors and assigns. GRANTOR does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under GRANTOR but not otherwise, subject to the following:

1. currently visible and apparent easements not appearing of record;
2. any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and
3. easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Real Property Records of the County in which the Property is located, but only to the extent that said items are still valid and in force and effect at this time.

[Remainder of page left intentionally blank]

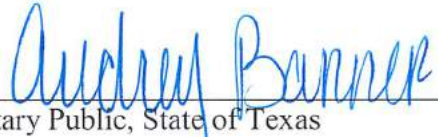
In witness whereof, this instrument is executed this 15 day of February, 2018 (the "*Effective Date*").

**GRANTOR:
JOHN CARRELL**

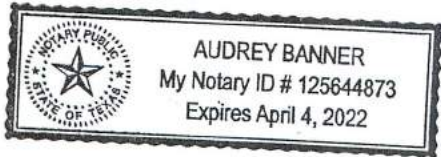

John Carrell, individually

STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the 15 day of February, 2018, by John Carrell, individually, on his own behalf.


Notary Public, State of Texas

Printed Name: _____
My Commission expires: 2022



ACCEPTED:

**GRANTEE:
WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Robert W. Pugh, General Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of February, 2018 by Robert W. Pugh, General Manager of the West Travis County Public Utility Agency on behalf of said Agency.

Notary Public, State of Texas

Printed Name: _____

My Commission expires:

CONSENT AND SUBORDINATION BY LIENHOLDER

Independent Bank ("Lienholder"), as the holder of lien(s) on the Easement Property, consents to the above grant of an easement, including the terms and conditions of such grant, and Lienholder subordinates its lien(s) to the rights and interests of the easement, such that a foreclosure of the lien(s) shall not extinguish the rights and interests of the easement.

By: [Signature]
Name: Denny W. Buchanan
Title: President - Lakeway

STATE OF TEXAS §
 §
COUNTY OF Travis §

(UK) 2018 This instrument was acknowledged before me on the 20th day of February, 2017, Denny Buchanan, President - of Independent, on behalf of said Bank Lakeway Bank

[Signature]
Notary Public, State of Texas

Printed Name: Michelle Kallodaychszak
My Commission expires:

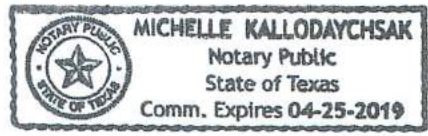


EXHIBIT A
Easement Property

EXHIBIT A

STATE OF TEXAS §

§

COUNTY OF HAYS §

FIELDNOTE DESCRIPTION, to accompany survey, of a 0.5178 acre easement out of the William S. Holton Survey No. 57, Abstract No. 245, Hays County, Texas, being a portion of Lot 1, Florence A. Turk Estates, a subdivision recorded in Volume 10, Page 8 of the Plat Records of Hays County, Texas, the said 0.5178 acre easement is more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2" iron rod with plastic cap marked "CHAPPARAL" found for the southwestern corner of said Lot 1, same being the southeasterly corner of Lot B-2, Resubdivision of Oak Run West, a subdivision recorded in Volume 5, Page 199 of the said Plat Records, and a point on the north right-of-way line of US Highway 290, (Right-of-Way varies);

THENCE, N33°29'31"W, leaving the north line of said US Highway 290, with the common line between said Lot B-2 and Lot 1, for a distance of 23.41 feet to the calculated south corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, N33°29'31"W, continuing with the said common line between Lot B-2 and Lot 1, for a distance of 81.14 feet, to a calculated angle point, from which a 1/2" iron rod found for the northeasterly corner of said Lot B-2, being an angle point on the westerly line of said Lot 1, bears N33°29'31"W, a distance of 69.44 feet;

THENCE, leaving the easterly line of Lot B-2, across said Lot 1, the following two (2) courses:

- 1) N06°30'03"E, 66.18 feet to a calculate angle point;
- 2) N30°23'31"W, 94.68 feet to a calculate angle point, on the aforesaid westerly line of said Lot 1, being the easterly line of Lot C, Oak Run West, a subdivision recorded in Volume 3, Page 77, of said Plat Records and, from which the said 1/2" iron rod found for the for the northeasterly corner of said Lot B-2 being the southeast corner of aforesaid Lot C, bears S01°20'06"E, for a distance of 89.54 feet;

THENCE, N01°20'06"W, with the common line between said Lot C and Lot 1, for a distance of 283.03 feet to a calculated angle point, from which a 1/2" iron rod found for the northeasterly corner of said Lot C and northwesterly corner of said Lot 1, bears N01°20'06"W, a distance of 146.49 feet;

THENCE, leaving the easterly line of said Lot C, across said Lot 1, the following two (2) courses:

- 1) N41°59'27"E, 190.78 feet to a calculated angle point;
- 2) N64°15'31"E, 63.65 feet to the calculated northerly corner of the herein described tract, being on the common north line of said Lot 1 and south line of Lot 2, said Block "A", Florence A. Turk Estates, subdivision;

THENCE, S74°03'17"E, with the common line between said Lot 1 and Lot 2, for a distance of 158.41 feet to the calculated common east corner of aforesaid Lot 1 and Lot 2, being on the northwesterly line of that 3.00 acre tract conveyed to West Travis County Public Utility Agency, by deed recorded in Volume 4391, Page 214, of the Hays County Deed Records;

THENCE, S13°40'51"W, with the common east line of said Lot 1 and west line of the 3.00 acre tract, for a distance of 25.02 feet to a calculated angle point, from which a 1/2" iron rod with aluminum LCRA cap, found an angle point on the said common line between Lot 1 and the 3.00 acre tract, bears S13°40'51"W, a distance of 39.88 feet;

THENCE, leaving the westerly line of said 3.00 acre tract, across said Lot 1, the following eight (8) courses:

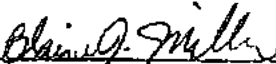
- 1) N74°02'33"W, 149.85 feet to a calculated angle point;
- 2) S64°15'31"W, 49.26 feet to a calculated angle point;
- 3) S41°59'27"W, 175.93 feet to a calculated angle point;
- 4) S01°20'06"E, 266.62 feet to a calculated angle point;
- 5) S30°23'31"E, 96.54 feet to a calculated angle point;
- 6) S06°30'03"W, 65.42 feet to a calculated angle point;
- 7) S33°29'31"E, 63.05 feet to a calculated angle point;
- 8) S36°43'39"W, 26.57 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.5178 acre of land area.

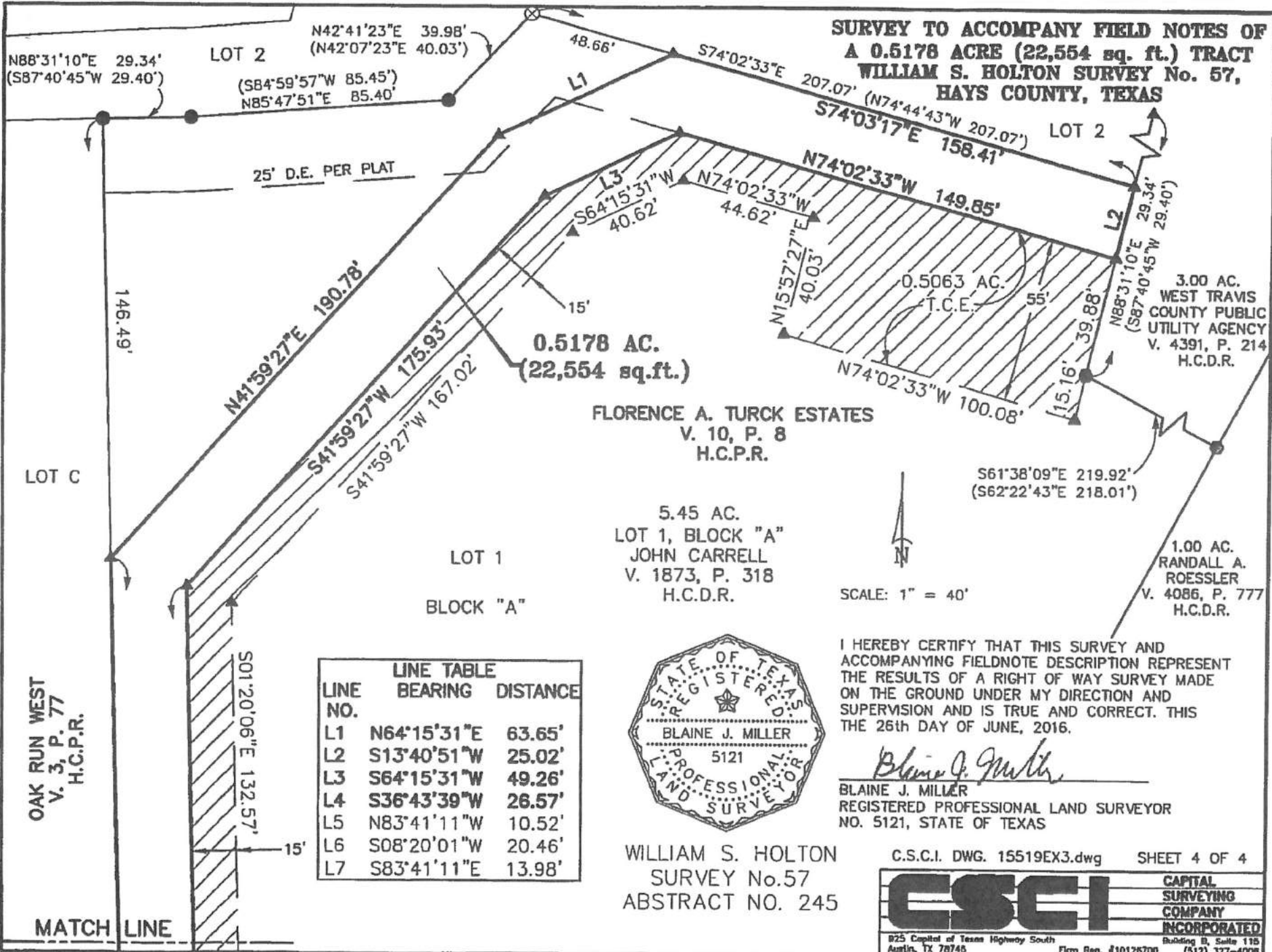
Basis of Bearing is based on the Texas State Plane Coordinate System, (South Central Zone) NAD 83.

I, Blaine J. Miller, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 26th day of July, 2016.




Blaine J. Miller
Registered Professional Land Surveyor
No. 5121 State of Texas



**SURVEY TO ACCOMPANY FIELD NOTES OF
A 0.5178 ACRE (22,554 sq. ft.) TRACT
WILLIAM S. HOLTON SURVEY No. 57,
HAYS COUNTY, TEXAS**

**0.5178 AC.
(22,554 sq.ft.)**

**FLORENCE A. TURCK ESTATES
V. 10, P. 8
H.C.P.R.**

**5.45 AC.
LOT 1, BLOCK "A"
JOHN CARRELL
V. 1873, P. 318
H.C.D.R.**

**3.00 AC.
WEST TRAVIS
COUNTY PUBLIC
UTILITY AGENCY
V. 4391, P. 214
H.C.D.R.**

**1.00 AC.
RANDALL A.
ROESSLER
V. 4086, P. 777
H.C.D.R.**

LINE NO.	BEARING	DISTANCE
L1	N64°15'31"E	63.65'
L2	S13°40'51"W	25.02'
L3	S64°15'31"W	49.26'
L4	S36°43'39"W	26.57'
L5	N83°41'11"W	10.52'
L6	S08°20'01"W	20.46'
L7	S83°41'11"E	13.98'



SCALE: 1" = 40'

I HEREBY CERTIFY THAT THIS SURVEY AND ACCOMPANYING FIELDNOTE DESCRIPTION REPRESENT THE RESULTS OF A RIGHT OF WAY SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT. THIS THE 26th DAY OF JUNE, 2016.

Blaine J. Miller
BLAINE J. MILLER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5121, STATE OF TEXAS

WILLIAM S. HOLTON
SURVEY No.57
ABSTRACT NO. 245

C.S.C.I. DWG. 15519EX3.dwg SHEET 4 OF 4

CSCI CAPITAL SURVEYING COMPANY INCORPORATED
925 Capitol of Texas Highway South Building B, Suite 115 Austin, TX 78745 Firm Reg. #10126700 (512) 327-4008

**SURVEY TO ACCOMPANY FIELD NOTES OF A
0.5178 ACRE (22,554 sq. ft.) TRACT
WILLIAM S. HOLTON SURVEY No. 57,
HAYS COUNTY, TEXAS**

LEGEND

- H.C.D.R. HAYS COUNTY DEED RECORD
- H.C.P.R. HAYS COUNTY PLAT RECORD
- O.P.R.H.C. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- () RECORD INFORMATION
- R.O.W. RIGHT OF WAY
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- ▲ CALCULATED POINT
- ⊗ 1/2" IRON ROD FOUND W/ PLASTIC CAP MARKED "L.A.I."
- ⊙ 1/2" IRON ROD FOUND W/ PLASTIC CAP MARKED "CHAPARRAL"
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD FOUND W/ PLASTIC CAP MARKED "L.C.R.A."
- ▨ TEMPORARY CONSTRUCTION EASEMENT

OAK RUN WEST
V. 3, P. 77
H.C.P.R.

LOT C

RESUB. OF LOT B,
OAK RUN WEST
V. 5, P. 199
H.C.P.R.

LOT B-2

5.45 AC.
LOT 1, BLOCK "A"
JOHN CARRELL
V. 1873, P. 318
H.C.D.R.

0.5178 AC.
(22,554 sq.ft.)

0.5063 AC.
T.C.E.

SCALE: 1" = 40'

10'
ELECTRIC
EASEMENT
VOL. 10983
PG. 77
R.P.R.T.C.

U.S. HIGHWAY 290
(ROW VARIES)

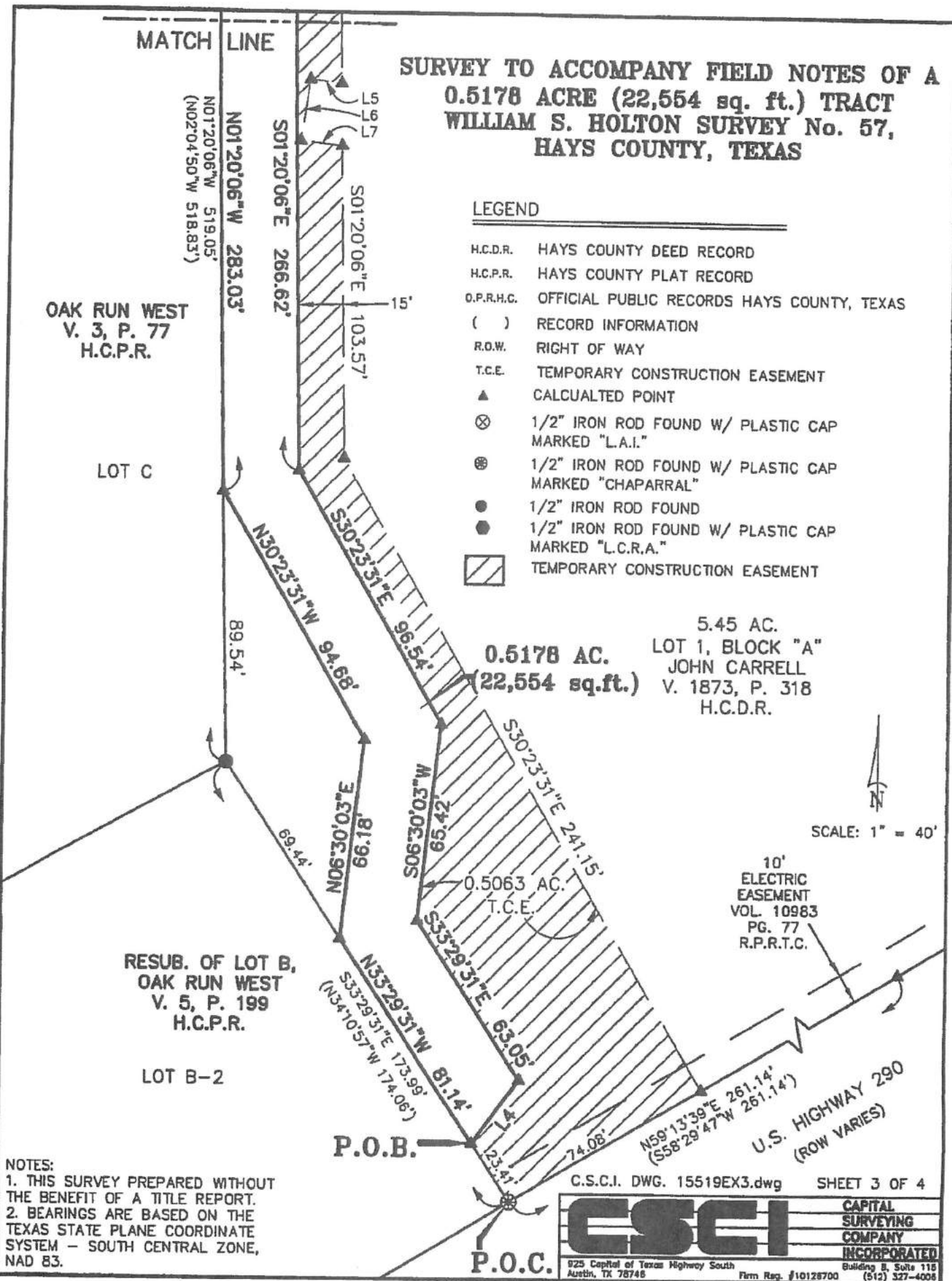
NOTES:
1. THIS SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
2. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM - SOUTH CENTRAL ZONE, NAD 83.

C.S.C.I. DWG. 15519EX3.dwg SHEET 3 OF 4

ESCI	CAPITAL SURVEYING COMPANY
	INCORPORATED
	925 Capital of Texas Highway South Austin, TX 78748 Firm Reg. #10128700

P.O.C.

P.O.B.



After recording, please return to:
David J. Klein
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Avenue, Suite 1900
Austin, Texas 78701

EXHIBIT C

Replacement Water Easement

DURATION OF EASEMENT:

This Easement shall be permanent and irrevocable.

EXCLUSIVITY:

GRANTEE's easement rights within the Easement Property are non-exclusive.

DOMINANT USE OF EASEMENT PROPERTY:

GRANTOR agrees that GRANTEE shall have the dominant right to use of the Easement Property for the purposes stated above and GRANTOR or any other third parties who obtain property rights from GRANTOR in, on, under, or across the Easement Property shall make no use of the Easement Property that unreasonably interferes with GRANTEE's use, including but not limited to (i) the construction of stone walls, extensive landscaping or similar improvements that would impede GRANTEE'S access to the Facilities or (ii) causing GRANTEE's water system to violate any then applicable federal, state, or local laws, regulations, or ordinances. GRANTOR further agrees that GRANTEE's duty to restore the Easement Property and any improvements thereon shall be limited to substantially the same surface as existed on the Effective Date of this instrument. GRANTOR further agrees to provide GRANTEE with immediate access to the Easement Property when required for GRANTEE to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Facilities.

PARTIAL RELEASE OF EASEMENT:

GRANTEE has abandoned, released, and discharged, and does hereby abandon, release and discharge that specific portion of that certain "Right of Way Easement," filed January 17, 2006 and recorded in Volume 2844, page 860 of the Official Public Records of Hays County that overlaps with the Easement Property. Also, GRANTEE has abandoned, released, and discharged, and does hereby abandon, release and discharge that specific portion of that certain "Right of Way Easement," filed January 17, 2006 and recorded in Volume 2844, page 862 of the Official Public Records of Hays County that overlaps with the Easement Property. Through this instrument, GRANTEE does not abandon, release or discharge any other portions of such aforementioned Right of Way Easements that do not overlap with Lot 1, Block A of Florence A. Turck Estates, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 10, Page 8, Plat Records of Hays County, Texas.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect.

BINDING EFFECT:

This agreement will run with the land, and will bind and inure to the benefit of the Parties hereto, and their respective successors and assigns. GRANTOR does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under GRANTOR but not otherwise, subject to the following:

1. currently visible and apparent easements not appearing of record;
2. any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and
3. easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Real Property Records of the County in which the Property is located, but only to the extent that said items are still valid and in force and effect at this time.

[Remainder of page left intentionally blank]

In witness whereof, this instrument is executed this ____ day of February, 2018 (the "*Effective Date*").

**GRANTOR:
JOHN CARRELL**

John Carrell, individually

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of February, 2018, by John Carrell, individually, on his own behalf.

Notary Public, State of Texas

Printed Name: _____
My Commission expires:

ACCEPTED:

**GRANTEE:
WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Robert W. Pugh, General Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of February, 2018 by Robert W. Pugh, General Manager of the West Travis County Public Utility Agency on behalf of said Agency.

Notary Public, State of Texas
Printed Name: _____
My Commission expires:

CONSENT AND SUBORDINATION BY LIENHOLDER

_____ (“Lienholder”), as the holder of lien(s) on the Easement Property, consents to the above grant of an easement, including the terms and conditions of such grant, and Lienholder subordinates its lien(s) to the rights and interests of the easement, such that a foreclosure of the lien(s) shall not extinguish the rights and interests of the easement.

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2017, _____, _____ of _____, on behalf of said _____.

Notary Public, State of Texas

Printed Name: _____

My Commission expires:

EXHIBIT A
Easement Property

After recording, please return to:
David J. Klein
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Avenue, Suite 1900
Austin, Texas 78701

EXHIBIT D

Subsequent Water Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SUBSEQUENT WATER EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

GRANT OF PERMANENT EASEMENT:

JOHN CARRELL, an individual whose address is 12016 Hwy. 290 W., Ste. 5, Austin, Texas, 78737-2837 (the "**GRANTOR**"), for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell and convey unto the **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY** ("**GRANTEE**"), a political subdivision of the State of Texas, whose address is 12117 Bee Cave Road, Building 2, Suite 120, Bee Cave, Texas 78738, a permanent and non-exclusive fifteen (15) feet wide easement and right-of-way, subject to the terms of the February __, 2018 Easement Agreement, (the "**Easement**") upon, in, over, under, along, and across, together with the right of ingress and egress, the property of GRANTOR, which is more particularly described as follows:

A WATER LINE EASEMENT ACROSS A
 ACRE PORTION OF
_____, A SUBDIVISION IN TRAVIS
COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF
RECORD IN DOCUMENT NO. _____ OF THE
OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS,
AND BEING MORE PARTICULARLY DESCRIBED BY
METES AND BOUNDS AND THE ACCOMPANYING
SKETCH IN THE ATTACHED EXHIBIT A (THE "**EASEMENT
PROPERTY**").

PURPOSE OF EASEMENT:

The Easement Property may be used by GRANTEE for the purposes of constructing, installing, operating, repairing, maintaining, replacing, inspecting, upgrading and activities related thereto underground water lines and related facilities and equipment, including connections therewith (the "**Facilities**") upon, over, under and across the Easement Property, together with the right of ingress and egress over, along and across the Easement Property and further including the right to cut and trim trees and shrubbery that may encroach on the Easement Property.

DURATION OF EASEMENT:

This Easement shall be permanent and irrevocable.

EXCLUSIVITY:

GRANTEE's easement rights within the Easement Property are non-exclusive.

DOMINANT USE OF EASEMENT PROPERTY:

GRANTOR agrees that GRANTEE shall have the dominant right to use of the Easement Property for the purposes stated above and GRANTOR or any other third parties who obtain property rights from GRANTOR in, on, under, or across the Easement Property shall make no use of the Easement Property that unreasonably interferes with GRANTEE's use, including but not limited to (i) the construction of stone walls, extensive landscaping or similar improvements that would impede GRANTEE'S access to the Facilities or (ii) causing GRANTEE's water system to violate any then applicable federal, state, or local laws, regulations, or ordinances. GRANTOR further agrees that GRANTEE's duty to restore the Easement Property and any improvements thereon shall be limited to substantially the same surface as existed on the Effective Date of this instrument. GRANTOR further agrees to provide GRANTEE with immediate access to the Easement Property when required for GRANTEE to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Facilities.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect.

BINDING EFFECT:

This agreement will run with the land, and will bind and inure to the benefit of the Parties hereto, and their respective successors and assigns. GRANTOR does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under GRANTOR but not otherwise, subject to the following:

1. currently visible and apparent easements not appearing of record;
2. any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and

3. easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Real Property Records of the County in which the Property is located, but only to the extent that said items are still valid and in force and effect at this time.

[Remainder of page left intentionally blank]

In witness whereof, this instrument is executed this ____ day of February, 2018 (the "*Effective Date*").

**GRANTOR:
JOHN CARRELL**

John Carrell, individually

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of February, 2018, by John Carrell, individually, on his own behalf.

Notary Public, State of Texas

Printed Name: _____
My Commission expires: _____

ACCEPTED:

**GRANTEE:
WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Robert W. Pugh, General Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of February, 2018 by Robert W. Pugh, General Manager of the West Travis County Public Utility Agency on behalf of said Agency.

Notary Public, State of Texas

Printed Name: _____

My Commission expires:

CONSENT AND SUBORDINATION BY LIENHOLDER

_____ (“Lienholder”), as the holder of lien(s) on the Easement Property, consents to the above grant of an easement, including the terms and conditions of such grant, and Lienholder subordinates its lien(s) to the rights and interests of the easement, such that a foreclosure of the lien(s) shall not extinguish the rights and interests of the easement.

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2017, _____, _____ of _____, on behalf of said _____.

Notary Public, State of Texas

Printed Name: _____

My Commission expires:

EXHIBIT A
Easement Property

After recording, please return to:
David J. Klein
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Avenue, Suite 1900
Austin, Texas 78701

ITEM J



Murfee Engineering Company

February 27, 2018

Mr. Scott Roberts, President and Board of Directors West Travis County Public Utility Agency 12117 Bee Cave Road, Building 3, Suite 120 Bee Cave, Texas 78738

Re: WTCPUA 1340 Elevated Storage Tank Contractor's Application for Payment No. 1

Mr. Roberts and Board:

Enclosed is Application for Payment No. 1 from Landmark Structures I, L.P. for the period ending February 25th, 2018. We have reviewed this application for payment, concur with the items and quantities, and recommend approval and payment in the amount of twenty-eight thousand, nine hundred seventy-five dollars and zero cents (\$28,975.00). This application for payment is broken down as follows:

Table with 2 columns: Description and Amount. Rows include Original Contract Price (\$1,729,000.00), Total Completed and Stored to Date (\$30,500.00), Retainage (5%) (\$1,525.00), Amount Due this Application (\$28,975.00), and Balance to Finish, Plus Retainage (\$1,700,025.00).

If you have any questions, please do not hesitate to contact me.

Sincerely,

Eelhard Meneses, P.E. Project Manager

- cc: Robert Pugh, P.E. - WTCPUA George Murfee, P.E. - MEC Dennis Lozano, P.E. - MEC MEC File No. 11051.101



1665 Harmon Road
 Fort Worth, Texas
 U.S.A. 76177
 Tel: (817) 439-8888
 Fax: (817) 439-9001

TRANSMITTAL LETTER

TO: Murfee Engineering Company, Inc.
1101 Capital of TX Hwy South - Bldg D, Ste 110
Austin, Texas 78746

Date	02/25/18	Job. No.	1596
Attn:	Eelhard Meneses, P.E.		
Re:	1340 Elevated Storage Tank		
	Austin, Texas		

WE ARE SENDING YOU THE ATTACHED ITEMS:

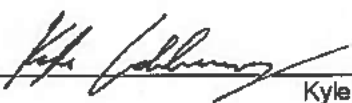
Copies	Date	No.	Description
1	02/25/18		Contractor's Application for Payment and Progress Billing Billing No. <u>1</u> For the Period Ending <u>02/25/18</u> Email to: emenesess@murfee.com

THESE ARE BEING TRANSMITTED:

For approval
 Approved as submitted
 Resubmit copies for approval
 For your use
 Approved as noted
 Submit copies for distribution
 As requested
 Returned for corrections
 Return corrected prints
 For review and comment _____

REMARKS:

If you have any questions or comments regarding this Application for Payment, please contact Tami Harrison at 817/439-8888, extension 1008.

Signed  Kyle Coldeway

Contractor's Application for Payment No. 1

Application Period:	From 02/01/18 To 02/25/18	Application Date:	02/25/18
To (Owner):	West Travis County Public Utility Agency	Via (Engineer):	Murfee Engineering Company, Inc.
Project/Contract	1340 Elevated Storage Tank	From (Contractor):	Landmark Structures I, L.P.
Owner's Contract No.:		Contractor's Project No.:	1596
		Engineer's Project No.:	11051.101

APPLICATION FOR PAYMENT

Change Order Summary		
Approved Change Orders Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS		\$0.00

CONTRACTOR'S CERTIFICATION

The Undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date: 02/25/18
Project Manager	

1. ORIGINAL CONTRACT PRICE \$ 1,729,000.00
2. Net change by Change Orders \$ 0.00
3. CURRENT CONTRACT PRICE (Line 1 +/- 2) \$ 1,729,000.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 30,500.00
5. RETAINAGE:

a. 5% x 30,500.00	Work Completed	\$ 1,525.00
b. 5% x 0.00	Stored Material	\$ 0.00
c. Total Retainage (Line 5a + Line 5b)		\$ 1,525.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 28,975.00
7. LESS PREVIOUS PAY REQUEST (Line 6 from prior Application) \$ 0.00
8. AMOUNT DUE THIS APPLICATION \$ 28,975.00
9. BALANCE TO FINISH , PLUS RETAINAGE \$ 1,700,025.00
(Line 3 Less Line 6)

Payment is recommended by: _____

(Construction Inspector [if applicable])

(Date)

Payment is recommended by:

(Engineer)

(Date)

Payment is approved by: _____

(Owner)

(Date)

1 PROGRESS BILLING

Owner: West Travis County Public Utility Agency
 Engineer: Murfee Engineering Company, Inc.
 Project: 1340 Elevated Storage Tank

Period From:
 Period To:
 Landmark #:

02/01/18
 02/25/18
 1596

Item	A Description	Qty	UM	Unit Price	B Total	Work Completed		E Stored Materials	C + D + E Total Complete	F %	G Balance to Finish
						C Previous	D This Period				
E-1	LOC Restoration	1887	SY	2.00	3,774.00						3,774.00
E-2	Silt Fence	640	LF	2.00	1,280.00						1,280.00
E-3	Stabilized Construction Entrance	1	EA	2,000.00	2,000.00						2,000.00
W-1	750,000 Gallon EST	1	LS	1,437,000.00	1,437,000.00		30,500.00		30,500.00	2.12%	1,406,500.00
W-2	16" Waterline	34	LF	200.00	6,800.00						6,800.00
W-3	20" Waterline	84	LF	250.00	21,000.00						21,000.00
W-4	2-Way Master Meter	1	EA	14,000.00	14,000.00						14,000.00
W-5	Drain Valve Assembly/ Fire Hydrant	1	EA	4,000.00	4,000.00						4,000.00
W-6	16" Tie-in Infrastructure	1	LS	2,000.00	2,000.00						2,000.00
W-7	20" Tie-in Infrastructure	1	LS	2,000.00	2,000.00						2,000.00
W-8	Demolition & Removal of Existing Stand Pipe	1	LS	30,000.00	30,000.00						30,000.00
W-9	Demolition & Removal of Existing Chlorine Buildings	1	LS	5,000.00	5,000.00						5,000.00
W-10	Concrete Valley and Sidewalk	1	LS	2,360.00	2,360.00						2,360.00
W-11	Demolition & Removal of Existing Pneumatic Tank & Assoc. Piping	1	LS	10,000.00	10,000.00						10,000.00
S-1	Gravel Driveway	109	SY	30.00	3,270.00						3,270.00
S-2	Grading	32	LF	40.00	1,280.00						1,280.00
EL-1	Electrical Work	1	LS	113,000.00	113,000.00						113,000.00
TS-1	Trench Safety System	118	LF	2.00	236.00						236.00
AL-1	16" Westfall Static Mixer	1	EA	20,000.00	20,000.00						20,000.00
AL-2	Hydrodynamic Mixer	1	LS	50,000.00	50,000.00						50,000.00
Current Contract Amount					\$1,729,000.00	\$30,500.00	\$30,500.00	\$1,698,500.00			

**AFFIDAVIT OF BILLS PAID, PARTIAL LIEN WAIVER AND INDEMNITY
[FOR USE BY CONTRACTOR ONLY]**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally came and appeared
Kyle Coldeway known to me to be a credible person, and
Project Manager of Landmark Structures I, L.P.,
a General Contractor (hereinafter called "Contractor"), and who, being first
duly sworn, upon his oath declares and acknowledges as follows:

2. I am the duly authorized agent for the said Contractor which has authorized me to make this affidavit, to enter into the agreements and to grant the lien waivers herein set forth, on its behalf and as its acts and deeds, and all of the facts and recitations herein are true and correct.

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA 1340 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and Landmark Structures I, L.P. (the "Contractor")

dated February 25, 2018

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including February 25, 2018 (the "Release Date").

5. In consideration of the payment by Owner of all said sums and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Contractor has waived and released and, acting herein by and through me, does hereby waive and release, any and all liens, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the Constitution, statutes and laws of the State of Texas) owned, claimed or held, or to be owned, claimed or held by Contractor in and to the Facilities and on any property on which the Facilities are located (such property is referred to herein as the "Land"), or any part thereof, whether real or personal property and whether or not affixed to or severed or severable from the Land, for any materials supplied and labor performed in connection with construction of the Facilities up to and including the Release Date; and the Contractor for itself, its representatives and assigns does release, acquit and forever discharge Owner and his respective successors and assigns, from any and all such claims, debts, demands and causes of action that Contractor has or may have as a result of the same.

6. A full and complete list of all persons and entities which Contractor has engaged or with which Contractor has entered into any contractual arrangement to furnish materials or to perform any labor in connection with any construction or work on the Land or the Facilities up to and including the Release Date is set forth on Exhibit A, attached hereto and incorporated herein for all purposes. Contractor has actual knowledge that all bills owed by Contractor to others for materials furnished and labor performed

Supplemental General Conditions - Section 00810

in connection with any construction or work on the Land or the Facilities up to and including the Release Date have been fully paid and satisfied and Contractor does further warrant, represent and guarantee that if for any reason a claim or claims of a lien or liens are filed for materials furnished or labor performed, or both, by virtue of Contractor's participation in the erection or construction of the Facilities or the participation therein of any individual or entity with whom or with which Contractor has entered into any contractual arrangement, Contractor will immediately furnish a bond pursuant to Sections 53.171 - 53.175 of the Texas Property Code for release of each such lien, and obtain a settlement of all such claims and obtain and furnish to Owner written full releases of all liens in respect of such claims in form and substance satisfactory to Owner all at Contractor's expense; OR IF CONTRACTOR CANNOT OBTAIN SUCH A RELEASE OR RELEASES, CONTRACTOR AGREES TO WHOLLY INDEMNIFY OWNER FOR ANY AND ALL COSTS OWNER MAY INCUR IN SATISFYING SUCH CLAIMS OR REMOVING SUCH LIENS, OR BOTH.

EXECUTED on this the 25 th day of February, 2018

CONTRACTOR
Landmark Structures I, L.P.
By: [Signature]
Print Name: Kyle Coldeway
Title: Project Manager

SWORN TO AND SUBSCRIBED BEFORE ME on this 25 th day of February, 2018

[Signature]
Notary Public in and for the State of Texas
Printed Name: Tami Harrison
My Commission Expires: 11-10-2020



THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25 th day of February, 2018 by Kyle Coldeway, Project Manager of Landmark Structures I, L.P., a Limited Partnership, on behalf of said Limited Partnership.

[Signature]
Notary Public in and for the State of Texas
Printed Name: Tami Harrison
My Commission Expires: 11-10-2020

ATTACH:
Exhibit A - List of Subcontractors

Supplemental General Conditions - Section 00810

**Exhibit "A"
List of Subcontractors**

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

McCraw

WTCPUA
1340 ELEVATED STORAGE TANK
CONTRACTOR PAYMENT SUMMARY

Application for Payment No. 1

Original Contract Price:		\$1,729,000
Net Change by Change Orders:		\$0
Current Contract Price:		\$1,729,000
Total Completed and Stored to Date:		\$30,500
Retainage		
5% Work Completed (D+E):	\$30,500	\$1,525
5% Stored Material (F):	\$0	\$0
Total Retainage::		\$1,525
Amount Eligible to Date:		\$28,975
Less Previous Payments:		\$0
Amount Due this Application:		\$28,975
Balance to Finish, Plus Retainage:		\$1,700,025

V. STAFF REPORTS

ITEM A

General Manager's Report
March 15, 2018

1. Attended meeting with DSWSC to discuss supplemental request to 1.5MGD SER, February 12, 2018.
2. Approved semi-annual bond payments to BOK Financial: Series 2013 Bonds, \$219,162.50; Series 2015 bonds, \$714,581.25, February 15, 2018.
3. Developed Engineering Services Agreements with the Bridge Group (Construction inspection) and Halff Associates (Water quality reviews), February 15, 2018.
4. Prepared comments to 30% design plan for Uplands Water Treatment Plant Improvements Project, February 16, 2018.
5. Approved Agreement for CCNG's Assignment of Reimbursement Rights to Comerica, February 21, 2018.
6. Conference call with BSI for new backflow program training, February 16, 2018. Program commenced March 1, 2018.
7. Provided monthly update to Lake Pointe on WWTP Improvements Project, February 19, 2018.
8. Completed easement Agreement with John Carrell for 1340 Transmission Main, February 19, 2018. John Carrell is working on the lienholder consent to be signed.
9. Pre-construction conference with Landmark Tanks for Provence elevated storage tank, February 20, 2018.
10. Attended WEF Utility Management Conference in San Antonio on February 22, 2018.
11. Completed review of Highpointe Easement to facilitate interconnect with Burba Property, February 26, 2018.
12. Meeting with Don Walden, Stefanie Albright and Jennifer Smith to review MUD 12 settlement agreement response, February 27, 2018.
13. Completed Texas Water Development Board (TWDB) annual water use survey, February 27, 2018.
14. Received and reviewed effluent emergency controlled spill standard operating procedures, February 28, 2018.
15. Operations staff completed trench safety training February 28, 2018.

16. Completed review of easements for City of Bee Cave walking trails in Gateway to Falconhead, February 28, 2018.
17. Completed answers to list of customer FAQs, February 28, 2018.
18. Completed review and updating of Service and Development Policies with MEC, March 1, 2018.
19. Completed annual TWDB water loss audit March 2, 2018. Water losses decreased 3% from calendar year 2017.
20. Approved MEC designs of 950,000 gallon twin concrete tanks at Southwest Parkway Pump Station, and 500,000 gallon (second) concrete tank at West Bee Cave Pump Station, March 2, 2018.
21. Monthly progress meeting with CP and Y on Lake Pointe manhole rehabilitation project, March 6, 2018. Reviewed 90% plan submittal.
22. DISC Management and communication training for management and supervisory staff, March 7, 2018.
23. Completed survey of available office building lease options for combined Administration and Customer Service Operations, March 7, 2018.
24. Continued working on web site conversion and upgrade to Rural Water Impact. Estimate completion March 31, 2018.
25. Completed comparison analysis of monthly water bills to City of Austin for 10,000, 20,000 and 30,000 gallon scenarios. PUA is comparable at 10,000 gallons, and City of Austin is higher at 20,000 and 30,000 gallons. Shared with customers in Spillman Ranch, Lake Pointe, and Ladera HOAs who had questions about water bills.
26. MUD 5 / MUD3 consolidation vote on May 5, 2018. 10 member board will serve until elections in November, 2018 when 5 member board will be elected.
27. Received numerous emails opposing the proposed re-platting of 9 lots at Longhorn Skyway and Hamilton Pool Road into one commercial lot. Responded to customers by email on March 6, 2018.
28. Continued work on Parten Ranch NSSA Amendment 2 and BHM Highpointe Developer Agreement Amendment 3.

ITEM B

Budget to Actual Schedule				
General Operating Fund				
For the 4 Months Ended January 31, 2018				
	YTD Actual	Annual Budget	% of Annual Budget	Comments
Revenues:				
Water	\$ 6,537,532	\$ 20,511,000	31.9%	
Wastewater	1,608,286	5,288,000	30.4%	
Interest Income & Other	10,992	54,000	20.4%	
Total Revenues	\$ 8,156,810	\$ 25,853,000	31.6%	
Expenditures:				
Water	\$ 1,272,852	\$ 4,509,000	28.2%	
Wastewater	634,222	1,429,000	44.4%	effluent pond lease paid in full
Billing System & Support	34,872	125,000	27.9%	
Insurance	146,749	160,000	91.7%	full year paid up front
Occupancy	63,107	174,000	36.3%	
Salaries and Benefits	972,186	3,160,000	30.8%	
Professional Services				
General Counsel	47,036	165,000	28.5%	
Litigation	31,603	250,000	12.6%	
Engineering	109,958	200,000	55.0%	general, mapping & emerg int work
Rate Consultant	1,549	50,000	3.1%	
Public Relations	469	10,000	4.7%	
IT Support Services	16,356	48,000	34.1%	
Auditor	15,000	52,000	28.8%	
Vehicle Expense	42,097	76,700	54.9%	includes hitches and new truck parts
Office Equipment & Supplies	7,917	35,000	22.6%	
Software Licenses	13,162	45,000	29.2%	
Training	1,966	20,000	9.8%	
Other Expenses	55,779	139,100	40.1%	
Capital Outlay	107,998	500,000	21.6%	Roof, generator, 2 trucks
Bad Debt Expense	-	100,000	0.0%	
Total Expenditures	\$ 3,574,878	\$ 11,247,800	31.8%	
Excess (Deficit)	\$ 4,581,932	\$ 14,605,200		
Transfers Out:				
Debt Service Fund	\$ 3,373,333	\$ 10,120,000	33.3%	
Facilities Fund	843,333	2,530,000	33.3%	
Total Transfers Out	\$ 4,216,667	\$ 12,650,000	33.3%	
Net Increase (Decrease)	\$ 365,265	\$ 1,955,200		
Fund Balance-Beginning	10,126,263	10,126,263		
Fund Balance-Ending	\$ 10,491,528	\$ 12,081,463		

Balance Sheets
All Funds-Modified Accrual Basis
As of January 31, 2018

	General Operating Fund	Debt Service Fund	Facilities Fund	Rate Stabilization Fund	Impact Fee Fund	Capital Projects Fund	Total
Assets:							
Cash equivalents and CDs	\$ 10,682,822	\$ 19,599,821	\$ 5,798,774	\$ 2,972,902	\$ 31,383,789	\$ 24,360,205	\$ 94,798,313
Accounts receivable, net	3,447,804	-	-	-	-	-	3,447,804
Due from other funds	316,913	843,333	1,005,183	-	1,137,393	194,897	3,497,719
Other assets	21,203	3,532	-	-	-	35,278	60,013
Total Assets	14,468,742	20,446,686	6,803,957	2,972,902	32,521,182	24,590,380	101,803,849
Liabilities:							
Accounts payable	492,655	-	-	-	-	-	492,655
Accrued expenses	190,657	-	-	-	-	-	190,657
Due to other funds	2,753,102	-	276,148	-	9,833	458,636	3,497,719
Deposits	540,800	-	-	-	694,171	-	1,234,971
Total Liabilities	3,977,214	-	276,148	-	704,004	458,636	5,416,002
Fund Balances-Beginning	10,126,263	17,030,878	5,812,776	2,972,864	27,633,005	24,650,172	88,225,958
Excess (Deficit)-YTD	365,265	3,415,808	715,033	38	4,184,173	(518,428)	8,161,889
Fund Balances-Ending	\$ 10,491,528	\$ 20,446,686	\$ 6,527,809	\$ 2,972,902	\$ 31,817,178	\$ 24,131,744	\$ 96,387,847

General Fund Liquidity Ratio

Current Assets/Current Liabilities = 3.64

ITEM C

ENGINEERING PROJECT STATUS UPDATE
BOARD MEETING – MARCH 18, 2018
Page 1 of 3

SER UPDATE(S):

NEW SER'S:

- Spillman Ridge (88 LUE's)
- Morgan Tract (83 LUE's)

UNDER REVIEW/PENDING:

CONSTRUCTION PLAN REVIEW:

- Anthem at Ledge Stone (67 LUE's)
 - Review complete, comments provided 2/6/18
 - Resubmittal pending
- Bee Cave Parkway:
 - Plan Resubmittal received 2/1/18, pending review
 - Anticipate Construction during 1st Quarter 2018
- Beerburg Brewery (11 LUE):
 - Construction Plan Review in Progress
- Bloom Project:
 - Plan Resubmittal received 2/1/18, pending review
 - Anticipate Construction during 1st Quarter 2018
- Darden Hill Storage (1 LUE):
 - Review complete, comments provided 1/31/18
 - Resubmittal pending
 - NSSA Pending
- Ethan's View:
 - Plan Resubmittal received 2/1/18, comments addressed
 - Anticipate Construction during 1st Quarter 2018
- Highpointe Phase I, Section 3A (73 – LUE's)
 - Construction Plan Review Complete, comments provided 1/12/18
 - Resubmittal pending
- Ledgestone Phase II (28 LUE's)
 - Construction Plan review in progress
- Rutherford West Section 5
 - Construction Plan Review in Cue for review

ENGINEERING PROJECT STATUS UPDATE

BOARD MEETING – MARCH 18, 2018

Page 2 of 3

CLOSE-OUTS:

- No close-outs Pending at this time

In-House Design

- Force Main Air Release Valve – Odor Control Filter
 - TxDOT Permit Approval Pending

CIP:

CP&Y:

- Lake Pointe Plant Improvements
 - PrimeSpec
 - Construction In-Progress, Construction Progress Meetings on-going
 - Substantial Completion, April 2018 (includes additional days – CO's 1 & 2)
 - Change Order 1 - \$15K – Guide Rails EQ Basins; additional days – 15
 - Change Order 2 - \$6.5K – Sole Plates; additional days – 14
- Tank and Pump Station Coating Improvements
 - CFG Industries
 - Construction In-Progress, Construction Progress Meetings on-going
 - Substantial Completion, 9/12/18
- Uplands WTP Trident Office Building & Improvements
 - 30% Design Submittal received 12/21/17
 - Design Review meeting held on 1/25/18
 - Review comments provided
 - Design Completion – March, 2018
- MH Rehab:
 - TM received and reviewed, rehab method selected
 - FRP manhole liner recommendation was accepted
 - 90% Design Submittal has been received, review meeting held on 3/6/18
- Effluent Line (Park at Bee Cave)
 - Proposal Board Approval, December
 - Design On-going
 - Anticipate 30% Submittal March, 2018

Murfee:

- Raw Water Intake Expansion and Rehabilitation
 - Payton Construction, Inc. - \$1.13M
 - Construction in Progress
- 1340 Elevated Storage Tank:
 - Landmark Structures - \$1.66M
 - Construction In-Progress

ENGINEERING PROJECT STATUS UPDATE
BOARD MEETING – MARCH 18, 2018
Page 3 of 3

CIP: (con't)

Murfee: (con't)

- 1340 Transmission Main
 - Bid Opening held on 1/23/18
 - Board Approval, February Board
 - Contract information, execution etc., in progress

- Bee Cave 1080 Transmission Main
 - PER received, comments provided, responses received
 - Board Approval, December Board
 - ROE's, easement identification and acquisitions underway

- Southwest Parkway Ground Storage Tank
 - Design underway for GST

- Second Raw Water Line No. 2:
 - Design documents pending,
 - Targeting Construction Phase after Golden-Cheeked Warbler Nesting Season

- Southwest Parkway Pump Station Expansion:
 - On-going coordination with City of Austin
 - Chapter 245 Application

- Home Depot Pump Station Conversion and Rehabilitation (1280 Pressure Plane Improvements)
 - Operational strategy has been formulated and discussed with electrical engineer
 - Pump alternatives selection underway

- West Bee Cave Pump Station Ground Storage Tank No. 2
 - Site Development Permit drawings have been submitted to City of Bee Cave for approval
 - Design underway for GST

- Wastewater Permit Major Amendment:
 - Ongoing coordination with to TCEQ regarding comments/responses

- Bohl's WWTP Expansion:
 - Project Design on-going

- Beneficial Water Recycling Project
 - Design on-going
 - Anticipate full source water characterization complete beginning of Q2

- Other:
 - 2018 Impact Fee Study



Partners for a Better Quality of Life

March 5, 2018

Mr. Robert Pugh, General Manager
West Travis County Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Austin, TX 78738

Re: WTCPUA Project Status Summary – March 2018 – Project Nos. 23008 & 1800076

Dear Rob:

Please find the following status report for the active projects on which I am project manager that CP&Y (The Wallace Group) is currently working with you.

1. Lake Pointe WWTP Improvements – The general contractor, Prime Spec Constructors, completed installation of the new pump bases (2) and guiderail systems (2) in Plant #2 EQ on December 2, 2017. They installed the new sole plates on three of the vertical turbine effluent pumps (#2, #3 & #4) and also re-installed pump #3, which is now operational. Pump #2 is scheduled to be tested and startup conducted the week of March 5. Vibration analysis on pump #4 revealed an upper bearing problem and has since been repaired. Installation, testing and startup are scheduled for the week of March 5. Contractor will then proceed to install the remaining new pump base on pump #1. The chlorine contact basin new baffle walls and work is complete (week of February 5) and operational. The foundation for the new mechanical screen support was poured on March 2. The new mechanical bar screen has been constructed at the factory and is awaiting shipment and deliver to the project site. The project is projected to start up at the end of May 2018. The project's original startup date was April 11, 2018.
2. Tank & Pump Station Recoating Project (eight locations) – This project began construction on December 4, 2017. The Contractor, CFG Industries, LLC located in Magnolia, Texas, completed work on the Dripping Springs elevated storage tank (EST) the week of January 29, 2017. They are currently working on four of the tank/pump station sites, Bee Cave, Hamilton Pool, Home Depot and Southwest. The project has a substantial completion date of September 12, 2018. Provided there are no significant delays due to inclement weather that prevents blasting and painting operations, the Contractor currently anticipates finishing construction by the end of June 2018.
3. Uplands WTP & High Service Pump Station Renovations – This project began in December 2017 with the design team conducting site visits and beginning preliminary design efforts. The Engineer is currently working towards completion of 60% project design documents, which will be submitted in March.

Thank you and should you have any questions please call me at 512-492-6855 or at swetzel@cpyi.com written communications.

Sincerely,

200 West Highway 6, Suite 620
Waco, Texas 76712
TBPE # F-1741
TBPLS # 10194124
(p) 254.772.9272 · (f) 254.776.2924
www.cpyi.com





Scott C. Wetzel, PE
Vice President
CP&Y, Inc.

Cc: File 23008 & WTCP1800076

MURFEE ENGINEERING COMPANY, INC.

Texas Registered Firm No. 353
1101 Capital of Texas Hwy., South, Bldg. D
Austin, Texas 78746
(512) 327-9204

M E M O R A N D U M

DATE: March 8th, 2018

TO: BOARD OF DIRECTORS – WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

FROM: Dennis Rozano, P.E.



RE: Capital Improvements Plan Projects Update – March 2018

CC: Robert Hugh, P.E. – WTCPUA General Manager
George Murfee, P.E.

MEC File No.: 11051.120

A written summary of all CIP projects that are currently underway is provided below with a tabular summary following.

Raw Water Line No. 2

A response to comments from the Southwest Region Office received was submitted and has been routed back through the local office to Albuquerque. Draft design documents have been prepared and are being refined. Construction initiation is not practical for prior to the March 1st start of the Golden-Cheeked Warbler nesting season, so the target for Notice to Proceed issuance has been moved to October.

Wastewater Permit Major Amendment

A response to administrative and preliminary technical comments was submitted and few follow-up comments were provided. We are working with Lloyd Gosselin to provide documentation requested by the CEO, mostly pertaining to land ownership and areas covered by treated effluent Disposal Easements.

Beneficial Water Recycling Project

The sampling protocol is complete and results are being catalogued and digitized. The analysis results lag a month or two and will be the beginning of Q2 before the full source water characterization is complete. The design process is well underway and preliminary mechanical drawings have been

completed and are under review along with cross-referencing between unit processes and equipment.

1340 Transmission Main

All easements have been secured. The Notice of Award was issued to J. Louis Construction of Texas, Ltd. was issued on March 7th, 2018. A Notice to Proceed is expected to be issued by the end of the month.

1340 Elevated Storage Tank

Initial submittals processing underway and the contractor is making preparations for mobilization to the site.

Raw Water Intake Expansion and Rehabilitation

The project is in the submittal review process for long-lead equipment. Exploratory dives to investigate the condition of the existing intake screen were conducted and video has been analyzed in order to answer contractor questions.

Bohls WWTP Expansion Design

The site layout has been completed and draft site permit drawings will be submitted to the WTCPUA for review shortly. Individual unit processes have been analyzed with only aeration equipment remaining and we have begun detailed mechanical drawings for the individual components of the treatment works.

Southwest Parkway Pump Station Expansion

Coordination with the CRA and the Nature Conservancy is ongoing and we are in the process of securing documentation to provide to the City of Austin that the Nature Conservancy acknowledges and consents to the inclusion of a portion of their property in our site plan application. The property will not be used for construction or included in the limits of construction for any purpose, but will remain an "undisturbed area" in perpetuity. Direction has been received on the tank type and capacity and design is proceeding on schedule.

1080 Transmission Main

Using the recommended alternative alignment from the Preliminary Engineering Report, and owner information has been confirmed and updated and draft Right of Entry (RoE) forms along with transmittal letters have been sent to begin the easement identification and acquisition process. Many RoEs have been received and conversations with landowners are ongoing. More in-depth subsurface utility information gathering is underway and additional field work is imminent to begin the detailed alignment establishment.

Home Depot Pump Station Rehabilitation

We have conducted site visits to catalog equipment and document the pump station in detail as well as reviewed original design drawings and all record information. Additionally, an operational strategy has been formulated and discussed with the electrical engineer. Pump alternatives analysis selection is underway.

West Bee Cave Pump Station Ground Storage Tank No. 2

Draft site development permit drawings have been prepared and submitted to the WTCPUA for review. Direction has been received on the tank type and capacity and design is proceeding on schedule.

CIP PROJECTS SUMMARY TABLE

Project	Phase	Original Budget	Total Change Orders	Revised Budget*	Percent Complete (Phase)	Estimated Completion Date	
						Phase	Project
Raw Waterline No. 2	Permitting	\$495,560	\$52,900	\$548,460	99%	Q1 2018	Q3 2019
	Design	\$350,707	N/A	N/A	85%	Q2 2018	Q3 2019
Wastewater Permit Major Amendment	Administrative Review	\$51,000	\$99,000	\$150,000	99%	Q3 2017	2018-2019
1080 Transmission Main	Design & Basement Acquisition	\$356,750	N/A	N/A	10%	Q3 2018	Q4 2019
Beneficial Water Recycling Project	Permitting & Design	\$475,000	N/A	\$475,000	87%	Q2 2018	Q4 2018
1340 Transmission Main	Construction	\$2,313,549	N/A	N/A	2%	Q4 2018	Q4 2018
1340 Elevated Storage Tank	Construction	\$1,729,000	N/A	\$1,729,000	9%	Q1 2019	Q1 2019
RWI Expansion & Rehab	Construction	\$1,132,000	N/A	\$117,480	15%	Q2 2018	Q2 2018
Bohls WWTP Expansion	Permitting & Design	\$481,000	N/A	\$481,000	50%	Q4 2018	Q4 2019
SWPPS Expansion	Permitting & Design	\$161,000	N/A	\$161,000	85%	Q4 2017	Q3 2018
Home Depot SS Rehab	Design	\$78,860	N/A	\$78,860	60%	Q2 2018	Q4 2018
West Bee Cave SS ST	Permitting & Design	\$162,350	N/A	\$162,350	35%	Q2 2018	Q1 2019

- - Does not include legal or other consulting fees unless they are sub-consultants to MEC

%

%

ITEM D



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, Texas 78738
Office: 512/263-0100
Fax: 512/263-2289
wtcpua.org

Operations Report

March 8, 2018

Executive Summary

The following compliance reports have been completed:

1. TWDB 2017 Water Use Survey
2. TWDB 2017 Water Loss Audit
3. TCEQ 2017 Water Use Report
4. TCEQ 2017 Texas Tier II
5. TCEQ 2018 Annual Water Tank Inspections

Critical Issues

The effluent ponds remain within mandatory take levels. Effluent water reports are sent out weekly to help TLAP users manage their irrigation practices. We will continue to closely monitor effluent delivery and supply during this period.

Environmental Compliance

All TCEQ compliance parameters were within State limits during the month of February 2018. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

Process Overview of Month:

Water Treatment Plant	Actual
AVG Raw Water	4.55 MGD
AVG Treated Water	4.52 MGD
PEAK Treated Water	5.61 MGD
AVG CFE Turbidity	0.08 NTU
AVG Chlorine	3.06 mg/l

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.430 MGD	0.675 MGD
MAX Flow	0.707 MGD	
AVG BOD	4.25 mg/l	5 mg/l
AVG Fec.Coli	10.75 mg/l	20 mg/l
AVG NH3	0.13 mg/l	2 mg/l
AVG Turbidity	3.00 mg/l	3 mg/l

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.271 MGD	0.325 MGD
MAX Flow	0.344 MGD	
AVG BOD	3.60 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/l
AVG NH3	0.18 mg/l	2 mg/l
AVG Turbidity	2.78 mg/l	3 mg/l

Other Performance Measures

During the month of February approximately 416,000 gallons of water was flushed from different areas of the system. The flushing program moves water through the system and helps improve water quality.

Public Relations

The Vapex odor control unit located on Bayton Dr. in the Lake Pointe Subdivision is operational. Although odor logging data analysis did not conclusively demonstrate the need to re-start the system we felt it would be good to provide some odor control redundancy to our Lake Pointe customers.

Safety Performance

There were zero reportable injuries for the month of February 2018.

Safety topic(s) this month:

- Fire Safety
- Weather Related Illness

Personnel

The WWTP Operator position was filled by Mr. Pete Harros. Mr. Harros was reclassified from Line Maintenance to the Wastewater Plant. Mr. Harros has over 2 years of experience working at this facility.

Several qualified candidates have already applied for the Line Maintenance vacancy and we expect to backfill the position very soon.

Miscellaneous

- BSI Online was launched March 1, 2018. BSI Online is a backflow data management system that will maintain a compliant and secure online database for all commercial backflow assemblies within our service area.
- Odor logger were sent out for annual calibrations. 8 odor loggers are placed within different areas of the system at 2-week intervals to help identify problem areas. These areas help determine chemical injection locations and dosages.



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

12117 Bee Cave Road
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 wtcpua.org

MEMORANDUM

Date: March 8, 2018

To: Robert Pugh, P.E. – WTCPUA General Manager
 Board of Directors – WTCPUA

From: Trey Cantu, Operations Manager

Re: TLAP & 210 Effluent Usage and Pond Levels

Under the current TCEQ TLAP Permit the PUA wastewater facilities are authorized to dispose of treated domestic effluent at a daily average flow not to exceed 1 million gallons per day. All TLAP and 210 customer consumptions are monitored daily. A weekly effluent report is emailed to each user to help them manage their irrigation usage and adopt best management practices. Their assistance in effluent disposal will ensure compliance with TCEQ regulation.

On January 10, 2018 the effluent ponds reached required mandatory take levels. Below are the weekly results indicating pond levels and requested vs actual usage from each TLAP and 210 users.

Date	TLAP		TLAP		210		Bohls Pond Level	Spillman Pond Level	Combined Pond Level %
	Spanish Oaks Requested Take	Spanish Oaks Actual Take	Falcon Head Requested Take	Falcon Head Actual Take	Falcon Head HOA Requested Take	Falcon Head HOA Actual Take			
1/8/2018	0.257	0.101	0.309	0.095	0.077	0.036	33.50	19.50	76%
1/15/2018	0.258	0.208	0.310	0.348	0.077	0.033	37.50	16.50	77%
1/22/2018	0.267	0.191	0.320	0.312	0.080	0.041	36.00	18.00	77%
1/29/2018	0.265	0.187	0.318	0.474	0.079	0.050	35.00	19.00	78%
2/5/2018	0.250	0.241	0.300	0.481	0.075	0.055	39.00	15.50	78%
2/12/2018	0.242	0.158	0.290	0.341	0.073	0.055	36.00	18.50	79%
2/19/2018	0.290	0.155	0.348	0.379	0.087	0.031	36.00	19.00	80%
2/26/2018	0.317	0.202	0.381	0.473	0.095	0.033	36.50	19.50	83%
3/5/2018	0.305	0.213	0.366	0.471	0.091	0.058	37.50	18.00	81%

West Travis County Public Utility Agency Billing Summary Report



**This report contains estimates of monthly billing data based upon information at the time of report preparation. This report is not based upon audited information. Additionally, monthly billing adjustments may not be reflected on this report. This is prepared for trending purposes only. For final billed revenues net of adjustments, please see the monthly bookkeepers report.*



**Summary of Retail Billed Revenues
Water Utility**

Bee Cave District	January 12/-1/9	February 1/10-2/8	March 2/9-3/9	April 3/10-4/7	May 4/8-5/9	June 5/10-6/8	July 6/9-7/10	August 7/11-8/8	September 8/9-9/8	October 9/9-10/9	November 10/10-11/9	December 11/10-12/8	January 12/9-1/10	12 Month Total
Commercial Water	\$ 19,143	\$ 18,445	\$ 21,223	\$ 26,176	\$ 23,768	\$ 25,066	\$ -	\$ 32,160	\$ 32,463	\$ 41,543	\$ 35,189	\$ 23,529	\$ 22,947	\$ 321,653
Commercial Base Water	21,660	21,900	22,059	22,071	22,071	22,225	-	23,369	23,420	23,536	23,844	24,004	24,254	\$ 274,413
Fire Hydrant Water	3,436	2,853	8,870	4,787	13,093	8,460	-	7,805	22,384	22,296	20,222	11,841	8,377	\$ 134,423
Multi Use Water	52,242	54,139	52,519	51,252	48,805	50,937	-	49,764	54,361	48,143	52,308	47,418	49,020	\$ 610,908
Residential Base Water	118,081	118,029	118,359	118,567	118,891	118,979	-	119,439	119,843	119,951	120,107	121,119	122,407	\$ 1,433,770
Residential Water	129,095	127,495	135,963	168,779	271,360	306,364	-	484,033	443,527	353,714	288,006	213,128	141,241	\$ 3,062,703
Irrigation Water	29,766	24,522	31,908	50,628	61,039	74,031	-	96,201	105,463	103,193	66,024	54,196	26,908	\$ 723,881
TOTALS	\$ 373,421	\$ 367,384	\$ 390,902	\$ 442,259	\$ 559,027	\$ 606,062	\$ -	\$ 812,771	\$ 801,460	\$ 712,377	\$ 605,700	\$ 495,236	\$ 395,154	\$ 6,561,751

Bee Cave South	January 12/31-1/30	February 1/31-2/28	March 3/1-3/29	April 3/30-4/28	May 4/29-5/30	June 5/31-6/29	July 6/30-7/31	August 8/1-8/30	September 8/31-9/29	October 9/30-10/30	November 10/31-11/30	December 12/1-12/29	January 12/30-1/31	12 Month Total
Commercial Water	\$ 21,375	\$ 22,503	\$ 22,795	\$ 25,138	\$ 26,373	\$ 32,232	\$ 31,963	\$ 28,654	\$ 25,715	\$ 25,710	\$ 26,367	\$ 23,262	\$ 29,974	\$ 342,061
Commercial Base Water	6,872	6,965	7,026	7,026	6,972	6,972	7,026	7,026	7,026	7,026	7,035	7,026	7,031	\$ 90,979
Fire Hydrant Water	3,163	3,083	1,365	932	1,254	2,215	2,200	593	784	735	574	431	688	\$ 18,018
Residential Base Water	75,002	74,995	74,948	74,968	75,013	75,266	75,498	75,519	75,498	75,507	75,592	75,646	75,768	\$ 979,221
Residential Water	63,243	62,596	67,904	88,508	118,857	163,190	230,883	198,023	131,733	97,370	94,940	63,363	79,713	\$ 1,460,324
TOTALS	\$ 169,655	\$ 170,143	\$ 174,038	\$ 196,573	\$ 228,469	\$ 279,875	\$ 347,517	\$ 309,816	\$ 240,756	\$ 206,349	\$ 204,509	\$ 169,729	\$ 193,174	\$ 2,890,603

Homestead / Meadow Fox	January 12/20-1/19	February 1/20-2/17	March 2/18-3/20	April 3/21-4/19	May 4/20-5-18	June 5/19-6/19	July 6/20-7/19	August 7/20-8/17	September 8/18-9/18	October 9/19-10/18	November 10/19-11/17	December 11/18-12/18	January 12/19-1/17	12 Month Total
Residential Base Water	\$ 6,862	\$ 6,751	\$ 6,916	\$ 6,915	\$ 6,913	\$ 6,923	\$ 6,911	\$ 6,915	\$ 6,918	\$ 6,969	\$ 6,957	\$ 6,957	\$ 6,957	\$ 89,864
Residential Water	8,121	5,054	5,933	10,417	10,379	9,614	10,852	12,656	10,331	9,553	8,103	7,661	5,778	\$ 114,451
TOTALS	\$ 14,983	\$ 11,805	\$ 12,849	\$ 17,331	\$ 17,292	\$ 16,537	\$ 17,763	\$ 19,570	\$ 17,250	\$ 16,522	\$ 15,060	\$ 14,618	\$ 12,735	\$ 204,315

290 / HPR	January 12/22-1/20	February 1/21-2/21	March 2/22-3/22	April 3/23-4/21	May 4/22-5/22	June 5/23-6/21	July 6/22-7/21	August 7/22-8/21	September 8/22-9/20	October 9/21-10/20	November 10/21-11/21	December 11/22-12/20	January 12/21-1/19	12 Month Total
Commercial Water	\$ 3,594	\$ 3,618	\$ 4,470	\$ 4,505	\$ 4,402	\$ 5,283	\$ 4,030	\$ 5,449	\$ 8,123	\$ 5,685	\$ 8,738	\$ 3,602	\$ 3,109	\$ 64,609
Commercial Base Water	2,349	2,349	2,349	2,295	2,295	2,295	2,295	2,277	2,277	2,295	2,550	2,509	2,509	\$ 30,661
Fire Hydrant Water	985	3,177	2,459	4,844	13,084	11,901	49,445	39,348	9,526	7,773	7,336	5,431	3,052	\$ 158,362
Residential Base Water	110,315	110,710	111,080	112,022.26	112,597	113,150	113,970	114,465	115,214	115,667	116,382	117,206	117,622	\$ 1,368,377
Residential Water	95,894	105,367	119,606	168,533	263,441	265,167	400,311	454,912	300,979	215,523	194,262	139,479	91,126	\$ 2,814,599
Irrigation Water	4,181	4,022	8,694	6,065	13,488	42,958	41,197	60,731	38,682	21,991	32,011	12,918	2,357	\$ 289,294
TOTALS	\$ 217,318	\$ 229,244	\$ 248,658	\$ 186,242	\$ 409,306	\$ 440,753	\$ 611,247	\$ 677,199	\$ 474,801	\$ 368,934	\$ 361,280	\$ 281,143	\$ 219,774	\$ 4,725,901

GRAND TOTALS	January	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Commercial Water	\$ 44,112	\$ 44,567	\$ 48,488	\$ 55,818	\$ 54,543	\$ 62,581	\$ 35,993	\$ 66,264	\$ 66,301	\$ 72,939	\$ 70,295	\$ 50,393	\$ 56,031	\$ 728,323
Commercial Base Water	\$ 30,881	\$ 31,215	\$ 31,434	\$ 31,392	\$ 31,338	\$ 31,493	\$ 9,267	\$ 32,690	\$ 32,723	\$ 32,858	\$ 33,429	\$ 33,539	\$ 33,793	\$ 396,053
Fire Hydrant Water	\$ 7,583	\$ 9,113	\$ 12,694	\$ 10,564	\$ 27,431	\$ 22,576	\$ 51,646	\$ 47,747	\$ 32,694	\$ 30,804	\$ 28,132	\$ 17,702	\$ 12,117	\$ 310,804
Multi Use Water	\$ 52,242	\$ 54,139	\$ 52,519	\$ 51,252	\$ 48,805	\$ 50,937	\$ -	\$ 49,764	\$ 54,361	\$ 48,143	\$ 52,308	\$ 47,418	\$ 49,020	\$ 610,908
Residential Base Water	310,260	310,485	311,304	312,022.26	313,413	314,318	316,379	316,338	317,472	318,094	319,038	320,927	322,754	\$ 3,871,231
Residential Water	296,353	300,512	329,405	436,236	403,704	744,335	642,046	1,149,623	886,571	676,161	585,311	423,632	317,858	\$ 7,191,746
Irrigation Water	\$ 33,946	\$ 28,545	\$ 40,602	\$ 56,693	\$ 74,527	\$ 116,988	\$ 41,197	\$ 156,932	\$ 144,145	\$ 125,184	\$ 98,035	\$ 67,114	\$ 29,265	\$ 1,013,174
TOTALS	\$ 775,377	\$ 778,576	\$ 826,447	\$ 842,405	\$ 953,762	\$ 1,343,227	\$ 976,527	\$ 1,819,357	\$ 1,534,267	\$ 1,304,183	\$ 1,186,548	\$ 960,725	\$ 820,838	\$ 14,122,239

FYE 2016 Budgeted Revenues

Retail Water



**Summary of Retail Billed Revenues
Wastewater Utility**

Bee Cave District	January	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Commercial Sewer	\$ 48,602	\$ 51,429	\$ 47,045	\$ 58,628	\$ 55,186	\$ 56,944	\$ -	\$ 58,290	\$ 60,568	\$ 64,797	\$ 64,362	\$ 65,815	\$ 51,670	\$ 683,336
Multi Use Sewer	\$ 63,896	\$ 66,645	\$ 64,756	\$ 62,614	\$ 61,776	\$ 64,003	\$ -	\$ 62,835	\$ 67,697	\$ 61,198	\$ 65,537	\$ 61,096	\$ 62,409	\$ 764,461
Grinder Surcharge	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 998	\$ 974	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 12,973
Residential Sewer	\$ 187,033	\$ 186,123	\$ 185,573	\$ 273,737	\$ 205,609	\$ 204,646	\$ -	\$ 209,080	\$ 209,016	\$ 206,721	\$ 205,249	\$ 199,723	\$ 193,359	\$ 2,465,868
TOTALS	\$ 300,530	\$ 305,198	\$ 298,375	\$ 395,979	\$ 323,570	\$ 326,567	\$ 1,000	\$ 331,205	\$ 338,280	\$ 333,715	\$ 336,148	\$ 327,634	\$ 308,437	\$ 3,926,638

FYE 2016 Budgeted Revenues

Retail Wastewater	\$ 2,791,104
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**Summary of Retail Billed Revenues
Other Fees (466-Reg, Pen & Capital)
(477-Reg, Pen & Drainage)**

	January	February	March	April	May	June	July	August	September	October	November	December	January
Bee Cave	5,764	4,819	14,062	11,353	10,504	15,537	-	17,729	17,194	14,839	19,895	19,895	9,657
Bee Cave South	2,286	2,161	2,015	2,001	1,297	2,162	2,959	4,042	2,965	1,167	1,272	1,865	1,080
Homestead / Meadow Fox	4,490	4,230	4,373	4,212	4,295	4,476	4,443	4,515	4,476	4,541	4,444	4,490	4,425
290 / HPR	13,445	3,061	6,149	4,970	4,406	6,193	6,472	10,966	12,627	6,323	5,123	6,260	3,685
TOTALS	\$ 25,985	\$ 14,270	\$ 26,599	\$ 22,537	\$ 20,503	\$ 28,368	\$ 13,874	\$ 37,251	\$ 37,262	\$ 26,869	\$ 30,734	\$ 32,510	\$ 18,847

FYE 2016 Budgeted Revenues

Other Fees	\$ 646,084
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**Summary of Retail Billed Revenues
NON PUA Revenue**

Hays MUD 4	January	February	March	April	May	June	July	August	September	October	November	December	January
Sewer	7,391	7,709	7,692	8,093	8,193	8,552	8,615	8,583	8,421	8,279	8,065	7,458	7,542
TOTALS	\$ 7,391	\$ 7,709	\$ 7,692	\$ 8,093	\$ 8,193	\$ 8,552	\$ 8,615	\$ 8,583	\$ 8,421	\$ 8,279	\$ 8,065	\$ 7,458	\$ 7,542

TC MUD 16	January	February	March	April	May	June	July	August	September	October	November	December	January
Sewer	21,088	21,170	22,801	24,106	24,723	24,740	26,098	26,483	26,435	26,143	26,200	23,434	23,564
TOTALS	\$ 21,088	\$ 21,170	\$ 22,801	\$ 24,106	\$ 24,723	\$ 24,740	\$ 26,098	\$ 26,483	\$ 26,435	\$ 26,143	\$ 26,200	\$ 23,434	\$ 23,564



Summary of Wholesale, Raw Water and Effluent Billed Revenues

Wholesale Water

Revenue	January 1/16-2/15	February 2/15-3/15	March 3/15-4/15	April 4/16-5/15	May 5/15-6/15	June 6/16-7/15	July 7/16-8/15	August 8/16-9/15	September 9/16-10/15	October 10/16-11/15	November 11/16-12/15	December 12/16-1/15	January 1/16-2/15
Barton Creek West	\$ 20,803	\$ 20,656	\$ 25,572	\$ 32,282	\$ 31,685	\$ 37,409	\$ 45,461	\$ 37,493	\$ 32,279	\$ 30,155	\$ 24,954	\$ 22,837	\$ 19,338
Headwaters	17,033	16,780	17,234	17,600	20,490	21,504	25,553	22,241	19,361	18,082	17,306	16,085	16,101
City of Dripping Springs (Blue Blazes)													\$ 681
Crystal Mountain HOA	3,789	3,686	3,761	3,617	5,073	5,899	6,773	5,436	4,795	4,836	4,579	4,502	3,897
Deer Creek Ranch	14,563	13,952	15,253	16,399	16,872	18,257	20,035	17,255	16,378	15,865	14,846	13,764	13,862
Dripping Springs WSC	43,590	29,521	41,576	53,360	48,138	54,200	61,483	48,681	46,455	47,295	41,943	39,657	41,696
Eanes ISD	1,214	1,184	1,327	1,760	1,497	1,354	1,833	2,039	1,655	1,563	1,447	1,146	1,335
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-
Hays WCID 1	13,134	42,511	35,462	45,303	41,021	50,036	58,082	45,503	42,576	41,038	36,167	30,648	32,411
Hays WCID 2	44,216	27,722	32,636	37,715	39,835	44,667	52,531	41,286	37,713	36,655	31,566	26,566	27,483
Hudson	-	-	-	-	-	-	-	-	-	-	-	-	-
Lazy Nine 1A	21,747	22,640	25,476	28,410	28,903	29,987	35,361	32,072	33,620	29,844	28,844	22,306	23,081
Masonwood	9,462	8,771	9,576	10,966	12,547	12,978	15,004	14,735	13,046	12,775	11,056	9,331	9,555
Reunion Ranch	10,026	9,881	11,654	14,891	15,212	18,403	24,261	19,892	18,758	18,061	12,586	9,856	10,464
Senna Hills	12,439	14,286	15,794	18,919	18,320	20,700	24,860	20,973	18,574	16,779	14,725	13,784	13,774
Travis County MUD 12	50,919	49,414	49,208	52,234	54,396	55,278	62,835	57,548	53,965	54,823	49,671	46,111	48,305
TOTALS	\$ 262,935	\$ 261,004	\$ 284,528	\$ 333,456	\$ 333,989	\$ 370,672	\$ 434,070	\$ 365,154	\$ 339,175	\$ 327,770	\$ 289,690	\$ 256,595	\$ 261,983

FYE 2016 Budgeted Revenues

Wholesale Water

Wholesale Wastewater

Revenue	January	February	March	April	May	June	July	August	September	October	November	December	January
Masonwood Wastewater	\$ 18,834	\$ 18,307	\$ 18,994	\$ 19,690	\$ 21,775	\$ 20,629	\$ 23,441	\$ 23,181	\$ 22,279	\$ 23,563	\$ 23,234	\$ 23,074	\$ 24,824
WCID 17 Wastewater	29,764	29,764	29,764	18,659	32,137	30,227	32,044	31,803	30,925	32,427	30,740	34,127	30,357
TOTALS	\$ 48,597	\$ 48,070	\$ 48,758	\$ 38,349	\$ 53,912	\$ 50,856	\$ 55,485	\$ 54,984	\$ 53,205	\$ 55,990	\$ 53,974	\$ 57,201	\$ 55,180

FYE 2016 Budgeted Revenues

Wholesale Wastewater

Effluent/Raw Water/Raw Water Deliver

Revenue	January	February	March	April	May	June	July	August	September	October	November	December	January
Brinker Texas (Chills) Effluent	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CCNG Effluent / Raw	-	-	-	-	\$ 41,717	\$ 35,064	\$ 36,711	\$ 22,923	\$ 16,159	\$ 18,529	\$ 18,021	\$ 10,245	\$ -
Connel Falconhead Apts	-	-	-	-	\$ 4,870	\$ 4,028	\$ 5,051	\$ 3,004	\$ 4,237	\$ 2,869	\$ 1,591	\$ 629	\$ -
Falconhead HOA (Spillman) Effluent	-	-	-	-	\$ 5,799	\$ 7,332	\$ 8,125	\$ 9,416	\$ 3,720	\$ 3,670	\$ 3,008	\$ 629	\$ -
Fire Phoenix (Falconhead Golf) Effluent	-	-	-	-	\$ 17,826	\$ 29,386	\$ 42,166	\$ 10,956	\$ 10,956	\$ 19,630	\$ 9,408	\$ 9,454	\$ -
First Star Bank Effluent	-	-	-	-	\$ -	\$ 25	\$ 29	\$ 16	\$ 12	\$ 25	\$ -	\$ -	\$ -
Lake Travis ISD Effluent / Raw	\$ 1,500	855	271	1,278	\$ 653	\$ 271	\$ 797	\$ 715	\$ 649	\$ 723	\$ 715	\$ 477	\$ 115
WTCMUD3 Raw Water Delivery Chrg	-	-	264	2,031	\$ -	\$ 1,375	\$ 1,516	\$ -	\$ 3	\$ -	\$ 1,399	\$ 4	\$ 16
Embrey Partners	-	-	-	-	\$ 789	\$ 1,060	\$ 1,171	\$ 1,356	\$ 1,180	\$ 1,307	\$ 1,171	\$ 719	\$ -
Ash Creek Homes	-	-	-	-	\$ 1,739	\$ 1,233	\$ 2,261	\$ 2,445	\$ 1,854	\$ 2,088	\$ 1,911	\$ 41	\$ -
Lakeway Dermatology	-	-	-	-	\$ 210	\$ 267	\$ 436	\$ 518	\$ 41	\$ -	\$ 415	\$ 53	\$ -
TOTALS	\$ 1,500	\$ 855	\$ 535	\$ 3,309	\$ 73,602	\$ 80,042	\$ 98,264	\$ 51,351	\$ 38,811	\$ 48,840	\$ 37,640	\$ 22,251	\$ 131

FYE 2016 Budgeted Revenues

Effluent/Raw Water

TOTAL	\$ 313,032	\$ 309,929	\$ 333,821	\$ 375,114	\$ 461,503	\$ 501,570	\$ 587,819	\$ 471,489	\$ 431,190	\$ 432,600	\$ 381,305	\$ 336,046	\$ 317,294
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FYE 2016 Budgeted Revenues

TOTAL Wholesale/Effluent



Summary of Total Billed Revenues - PUA Revenues Only

Water Utility	January	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Retail Water	\$ 775,377	\$ 778,576	\$ 826,447	\$ 842,405	\$ 953,762	\$ 1,343,227	\$ 976,527	\$ 1,819,357	\$ 1,534,267	\$ 1,304,183	\$ 1,186,548	\$ 960,725	\$ 820,838	\$ 14,122,239
Wholesale Water	262,935	261,004	284,528	333,456	333,989	370,672	434,070	365,154	339,175	327,770	289,690	256,595	261,983	\$ 4,121,021
TOTALS	\$ 1,038,311	\$ 1,039,580	\$ 1,110,975	\$ 1,175,861	\$ 1,287,751	\$ 1,713,899	\$ 1,410,597	\$ 2,184,512	\$ 1,873,442	\$ 1,631,953	\$ 1,476,238	\$ 1,217,320	\$ 1,082,820	\$ 18,243,260

Wastewater Utility	January	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Retail Wastewater	\$ 300,530	\$ 305,198	\$ 298,375	\$ 395,979	\$ 323,570	\$ 326,567	\$ 1,000	\$ 331,205	\$ 338,280	\$ 333,715	\$ 336,148	\$ 327,634	\$ 308,437	\$ 3,926,638
Wholesale Wastewater	48,597	48,070	48,758	38,349	53,912	50,856	55,485	54,984	53,205	55,990	53,974	57,201	55,180	\$ 674,562
TOTALS	\$ 349,128	\$ 353,268	\$ 347,132	\$ 434,328	\$ 377,482	\$ 377,423	\$ 56,485	\$ 386,189	\$ 391,485	\$ 389,706	\$ 390,123	\$ 384,834	\$ 363,618	\$ 4,601,200

Other	January	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Other Fees - Retail	\$ 25,985	\$ 14,270	\$ 26,599	\$ 22,537	\$ 20,503	\$ 28,368	\$ 13,874	\$ 37,251	\$ 37,262	\$ 26,869	\$ 30,734	\$ 32,510	\$ 18,847	\$ 335,608
Raw Water/Effluent	\$ 1,500	\$ 855	\$ 535	\$ 3,309	\$ 73,602	\$ 80,042	\$ 98,264	\$ 51,351	\$ 38,811	\$ 48,840	\$ 37,640	\$ 22,251	\$ 131	\$ 457,130
TOTALS	\$ 27,485	\$ 15,125	\$ 27,134	\$ 25,846	\$ 94,105	\$ 108,410	\$ 112,137	\$ 88,602	\$ 76,073	\$ 75,708	\$ 68,374	\$ 54,761	\$ 18,978	\$ 792,737

TOTAL	\$ 1,414,924	\$ 1,407,973	\$ 1,485,242	\$ 1,636,034	\$ 1,759,338	\$ 2,199,732	\$ 1,579,219	\$ 2,659,302	\$ 2,341,000	\$ 2,097,367	\$ 1,934,734	\$ 1,656,915	\$ 1,465,416	\$ 23,637,197
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FYE 2016 Budgeted Re \$ 3,437,187



**Summary of Total Billed Consumption (1,000 Gallons)
Water Utility**

	January	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Bee Cave	30,557	29,943	32,448	37,813	50,370	53,765	64,715	73,405	70,294	62,622	54,805	43,644	33,513	637,894
Bee Cave South	13,383	13,630	14,484	17,524	21,234	26,643	33,270	30,055	22,869	18,466	18,368	13,762	16,288	259,976
Homestead / Meadow Fox	1,171	896	1,010	1,394	1,587	1,559	1,647	1,825	1,629	1,414	1,288	1,246	1,004	17,670
HPR / Z90	16,700	17,611	20,394	26,828	39,228	40,717	56,427	61,674	45,115	34,725	32,152	23,938	16,610	432,119
Total Retail	61,811	62,080	68,336	83,559	112,419	122,684	156,059	166,959	139,907	117,227	106,613	82,590	67,415	1,347,659

Wholesale Water	January	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Barton Creek West	4,690	4,592	6,670	9,454	9,206	11,581	14,922	11,615	9,452	8,571	9,413	5,535	4,083	109,784
City of Dripping Springs (Blue Blazes)														136
Headwaters	1,152	1,014	1,262	1,462	3,041	3,595	5,808	3,998	2,424	1,725	1,301	634	15,662	43,078
Crystal Mountain HOA	649	606	637	577	1,184	1,528	1,892	1,335	1,068	1,085	978	946	694	13,179
Deer Creek Ranch	3,934	3,562	4,355	5,054	5,342	6,187	7,271	5,576	5,041	4,728	4,107	3,447	3,507	62,111
Dripping Springs WSC	16,803	8,328	15,590	22,689	19,543	23,195	27,582	19,870	18,529	19,035	15,811	14,434	15,662	237,071
Eanes ISD	286	268	352	607	452	368	650	771	545	491	423	246	357	5,816
Graham Mortgage														
Hays WCID 1	3,468	13,711	9,589	15,344	12,840	18,112	22,817	15,461	13,749	12,850	10,001	6,774	7,805	162,521
Hays WCID 2	13,821	5,185	7,758	10,417	11,527	14,057	18,174	12,287	10,418	9,862	7,198	4,580	5,060	130,342
Hudson														
Lazy Nine 1A	4,526	5,042	6,681	8,377	8,662	9,289	12,995	10,494	11,989	9,206	8,628	4,849	5,297	104,835
Masonwood	3	2	3	3	4	5	5	5	4	5	4	2	2	2,598
Reunion Ranch	2,362	2,285	3,228	4,950	5,121	6,818	9,934	7,610	7,007	6,636	3,724	2,272	2,595	64,542
Senna Hills	2,780	3,920	4,851	6,780	6,410	7,879	10,447	8,048	6,567	5,459	4,191	3,610	3,604	74,546
Travis County MUD 12	10,450	9,580	9,461	11,210	12,460	12,970	17,338	14,282	12,211	12,707	9,729	7,671	8,939	149,008
Total Wholesale	64,924	58,095	70,437	96,924	95,792	115,584	149,235	111,352	98,402	92,360	75,508	55,000	75,954	1,159,567

Effluent Water	January	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Brinker Texas, LP														
COCNG Golf, LLC	1,682	2,244	2,883	11,220	10,150	16,309	17,075	10,661	7,516	8,618	8,382	4,765	10,143	111,648
Connel Falconhead Apartm	161	851	294	621	1,185	980	1,229	731	1,031	698	387	153	324	8,645
Fire Phoenix, LLC	31,882	58,278	64,029	76,994	8,291	13,668	19,612	13,686	9,440	9,130	4,376	4,397	12,268	326,051
First State Bank						6	7	4	3	6				26
Lake Travis ISD	20	208	66	311	159	66	194	174	158	176	174	116	28	1,850
Spillman Ranch Community	1,970	1,280	797	1,328	1,411	1,784	1,977	2,291	1,730	1,707	1,399	641	253	18,508
Rah Creek Homes (Wildwo	55	55	55	55	423	300	550	595	451	508	465	10	223	3,745
Embrey Partners (Estates a	23	173	207	320	192	258	285	330	287	318	285	175	111	2,964
Lakeway Dermatology			9	72	51	65	106	126	10		101	13	15	568
Total Wholesale	35,793	63,089	68,340	90,921	21,862	33,436	41,035	28,598	20,626	21,161	15,569	10,270	23,365	474,065

System Summary	January	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Total Retail	61,811	62,080	68,336	83,559	112,419	122,684	156,059	166,959	139,907	117,227	106,613	82,590	67,415	1,347,659
Total Wholesale	64,924	58,095	70,437	96,924	95,792	115,584	149,235	111,352	98,402	92,360	75,508	55,000	75,954	1,159,567
Effluent Water	35,793	63,089	68,340	90,921	21,862	33,436	41,035	28,598	20,626	21,161	15,569	10,270	23,365	474,065
TOTAL WATER	162,528	183,264	207,113	271,404	230,073	271,704	346,329	306,909	258,935	230,748	197,690	147,860	166,734	2,507,226

Retail Percent of Total	38%	34%	33%	31%	49%	45%	45%	54%	54%	51%	54%	56%	40%	54%
Wholesale Percent of Total	40%	32%	34%	36%	42%	43%	43%	36%	38%	40%	38%	37%	46%	46%



**Summary of Total Billed Consumption (1,000 Gallons)
Wastewater**

	January	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Bee Cave														-
TOTALS														-

Wholesale Wastewater	January	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Masonwood Wastewater	875	806	896	987	1,260	1,110	1,478	1,444	1,326	1,494	1,451	1,430	1,659	16,216
WCID 17 Wastewater	2,006	2,006	2,006	209	2,390	2,081	2,375	2,336	2,194	2,437	2,164	2,712	2,102	27,018
TOTALS	2,881	2,812	2,902	1,196	3,650	3,191	3,853	3,780	3,520	3,931	3,615	4,142	3,761	43,234

System Summary	January	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Total Retail	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Wholesale	2,881	2,812	2,902	1,196	3,650	3,191	3,853	3,780	3,520	3,931	3,615	4,142	3,761	43,234
TOTAL WASTEWATER	2,881	2,812	2,902	1,196	3,650	3,191	3,853	3,780	3,520	3,931	3,615	4,142	3,761	43,234

Retail Percent of Total	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Wholesale Percent of Total	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

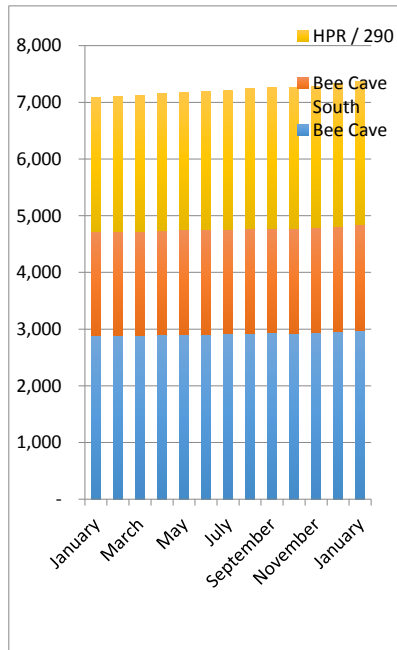




**Summary of Total Retail Customer Count
Water**

Meters	January	February	March	April	May	June	July	August	September	October	November	December	January
Bee Cave	2,879	2,890	2,894	2,902	2,905	2,904	2,914	2,926	2,932	2,931	2,937	2,958	2,982
Bee Cave South	1,839	1,839	1,836	1,839	1,843	1,846	1,848	1,849	1,848	1,849	1,847	1,852	1,855
Homestead / Meadow Fox	155	156	156	156	156	155	156	156	156	157	157	157	157
HPR / 290	2,369	2,382	2,396	2,417	2,423	2,442	2,453	2,467	2,477	2,483	2,501	2,518	2,523
TOTALS	7,242	7,267	7,282	7,314	7,327	7,347	7,371	7,398	7,413	7,420	7,442	7,485	7,517

Customer Growth	17	25	15	32	13	20	24	27	15	7	22	43	32
Monthly Growth Rate	0.24%	0.35%	0.21%	0.44%	0.18%	0.27%	0.33%	0.37%	0.20%	0.09%	0.30%	0.58%	0.43%
Annual Growth	230	244	234	251	224	224	232	236	232	208	218	271	292
Annual Growth Rate	3%	3%	3%	4%	3%	3%	3%	3%	3%	3%	3%	4%	4%



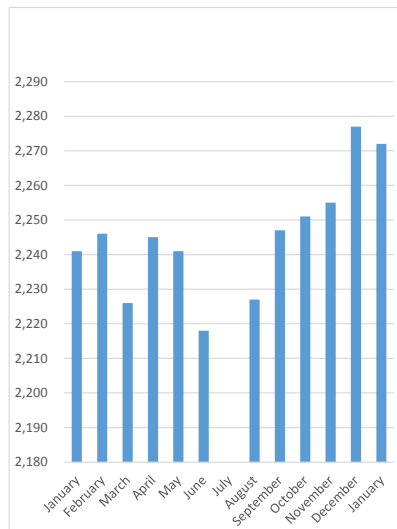


Summary of Total Retail Customer Count

Wastewater

Meters	January	February	March	April	May	June	July	August	September	October	November	December	January	Annual Growth Rate
Wastewater Customers	2,241	2,246	2,226	2,245	2,241	2,218		2,227	2,247	2,251	2,255	2,277	2,272	2%

Customer Growth	2	5	(20)	19	(4)	(23)	(2,218)	2,227	20	4	4	22	(5)
Monthly Growth Rate	0.09%	0.22%	-0.89%	0.85%	-0.18%	-1.03%	-100.00%	#DIV/0!	0.90%	0.18%	0.18%	0.98%	-0.22%
Annual Growth	55	43	24	45	61	45	(2,211)	41	29	27	26	43	33
Annual Growth Rate	2%	2%	1%	2%	3%	2%	-101%	2%	1%	1%	1%	2%	1%

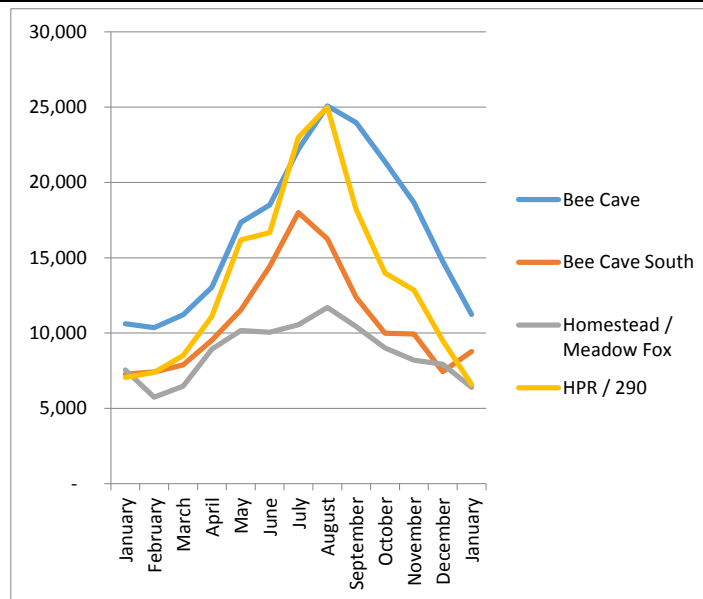




Retail Customer Average Use Analysis
Average Water Usage per Connection, per Month (Gallons)

	January	February	March	April	May	June	July	August	September	October	November	December	January
Bee Cave	10,614	10,361	11,212	13,030	17,339	18,514	22,208	25,087	23,975	21,365	18,660	14,755	11,238
Bee Cave South	7,277	7,412	7,889	9,529	11,521	14,433	18,003	16,255	12,375	9,987	9,945	7,431	8,781
Homestead / Meadow Fox	7,555	5,744	6,474	8,936	10,173	10,058	10,558	11,699	10,442	9,006	8,204	7,936	6,395
HPR / 290	7,049	7,393	8,512	11,100	16,190	16,674	23,003	25,000	18,214	13,985	12,856	9,507	6,583
System Wide Average	8,535	8,543	9,384	11,425	15,343	16,699	21,172	22,568	18,873	15,799	14,326	11,034	8,968

12-Month Average	14,497	14,459	14,423	14,385	14,350	14,316	14,281	14,245	14,210	14,179	14,147	14,107	14,064
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**Retail Customer Average Use Analysis
Summary of Customer Contacts/Payment Processing**

Customer Contacts	January	February	March	April	May	June	July	August	September	October	November	December	January
Date of	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/31	6/1-6/30	7/1-7/31	8/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12/31	1/1-1/31	2/1-2/28
Calls	602	666	680	678	804	692	692	701	620	601	580	827	741
Emails	128	174	162	178	109	63	121	169	91	94	68	141	97
In Office	279	295	273	254	248	245	258	233	244	205	199	217	167
TOTALS	1,009	1,135	1,115	1,110	1,161	1,000	1,071	1,103	955	900	847	1,185	1,005

Payments	January	February	March	April	May	June	July	August	September	October	November	December	January
Date of Payments	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/31	6/1-6/30	7/1-7/31	8/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12/31	1/1-1/31	2/1-2/28
Mail	4,284	3,921	2,101	1,617	1,402	1,736	1,601	1,743	1,747	1,454	1,577	1,347	1,001
Walk In/Dropbox Payments	290	346	322	332	314	352	322	200	358	305	244	316	230
Online Payments Credit Cards	266	400	455	461	391	457	364	346	419	353	367	456	379
Online Payments Echeck	377	424	438	423	397	438	409	356	512	306	431	454	394
Unreceivables	-	-	1,806	1,830	1,513	1,977	2,097	1,831	2,062	1,796	1,807	2,028	1,653
TOTALS	5,217	5,091	5,122	4,663	4,017	4,960	4,793	4,476	5,098	4,214	4,426	4,601	3,657



Retail Customer Delinquency Summary

ACCOUNTS	31-60	61-90	91+
Bee Cave	181	33	99
Bee Cave South	43	2	5
Homestead / Meadow Fox	1	0	3
290 HPR	31	3	25
TOTAL	256	38	132

DOLLARS	31-60	61-90	91+
Bee Cave	51,941	10,665	103,783
Bee Cave South	37,994	133	7,210
Homestead / Meadow Fox	13	0	13,724
HPR / 290	116,663	261	13,600
TOTAL	206,612	11,059	138,318

Delinquent Letters	Date Sent	Total Del
Bee Cave	5-Feb	183
Bee Cave South	14-Feb	108
Homestead / Meadow Fox	7-Feb	15
290 HPR	7-Feb	161
TOTAL		467

Disconnects	Date	How Many
Bee Cave	21-Feb	17
Bee Cave South	27-Feb	18
Homestead / Meadow Fox	22-Feb	1
HPR / 290	22-Feb	16

Still Off
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VII. NEW BUSINESS

ITEM B

**WEST TRAVIS COUNTY
PUBLIC UTILITY AGENCY**

**Agreed Upon Procedures Report
of Reimbursable Costs for
Highpointe Phase 5, Section 3**

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

To the Board of Directors of
West Travis County Public Utility Agency

Dear Board Members:

We have performed the procedures enumerated below, which were agreed to by you, solely to assist you with respect to reimbursable costs associated with the internal water facilities installed within Highpointe Phase 5, Section 3, as set forth in the accompanying Schedule A. The West Travis County Public Utility Agency's ("PUA") management is responsible for the PUA's accounting records. The sufficiency of these procedures is solely the responsibility of the Board of Directors and management of the PUA, the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures we performed are as follows:

1. Information for the costs used to construct internal water facilities within Highpointe Phase 5, Section 3 to be reimbursed to the developer was obtained from inspection of reimbursable costs and related supporting documentation.
2. Information for the eligibility of costs to be reimbursed to the developer was evaluated against the Utility Facilities Acquisition Agreement entered into between the Lower Colorado River Authority and the developer and was corroborated with the Texas Commission on Environmental Quality rules governing developer reimbursement.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an audit or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. This report relates only to the accompanying Schedule A and does not extend to any financial statements of the PUA taken as a whole.

This report is intended solely for the information and use of the specified users listed above and is not intended to be and should not be used by anyone other than those specified parties.

Austin, Texas
March __, 2018

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
CALCULATION OF REIMBURSABLE COSTS TO BE PAID TO
HM HIGHPOINTE DEVELOPMENT, INC. IN ACCORDANCE WITH THE
UTILITY FACILITIES ACQUISITION AGREEMENT
DATED FEBRUARY 11, 2003, AS AMENDED AND ASSIGNED

DESCRIPTION	REIMBURSABLE COSTS	ALLOWABLE INTEREST (1)
Developer Contribution Items:		
Jimmy Evans Company		
Highpointe Phase 5, Section 3		
Erosion Sedimentation Control, Street Excavation, Water Improvements, and Interconnects	\$ 507,430	
Less Ineligible Portion of Costs	(76,233) (2)	
Less Developer Share	<u>(88,500) (3)</u>	\$ 342,697
Interest accrued at 3.6747115%		\$ 13,441
Carlson, Brigrance & Doering, Inc.		
Engineering Utility and Design	80,656	
Less Ineligible Portion of Costs	(44,393) (2)	
Less Developer Share	<u>(10,879) (3)</u>	25,384
Interest accrued at 3.6747115%		1,810
Various		
SWPPP Inspections	1,325	
Less Ineligible Portion of Costs	(729) (2)	
Less Developer Share	<u>(179) (3)</u>	417
Interest accrued at 3.6747115%		19
West Travis County Public Utility Agency		
Water Utility Inspections	500	
Less Ineligible Portion of Costs	(275) (2)	
Less Developer Share	<u>(68) (3)</u>	157
Interest accrued at 3.6747115%		12
Various		
Plat/Plan Fees	25,444	
Less Ineligible Portion of Costs	(14,005) (2)	
Less Developer Share	<u>(3,431) (3)</u>	8,008
Interest accrued at 3.6747115%		589
MLA Labs		
Soils Report	10,688	
Less Ineligible Portion of Costs	(5,883) (2)	
Less Developer Share	<u>(1,442) (3)</u>	3,363
Interest accrued at 3.6747115%		<u>133</u>
Reimbursable Costs Due to HM HIGHPOINTE DEVELOPMENT, INC.	<u>\$ 380,026</u>	
Allowable interest through April 19, 2018		<u>\$ 16,004</u>
Number of LUEs in Highpointe Phase 5, Section 3	<u>53</u>	
Total Reimbursable Costs per LUE	<u>\$ 7,170</u>	

(1) Interest is calculated through the first annual reimbursement date of April 19, 2018. Interest amount is limited to a maximum of 2 years in accordance with TAC 30, Rule 293.5(a) and calculated using the interest rate from the \$151,730,000 West Travis County Public Utility Agency Revenue Refunding Bonds, Series 2017. In accordance with the Utility Facilities Acquisition Agreement, allowable developer interest shall not be included in the annual reimbursement amount until all developer interest for the system being reimbursed has been earned (100% connected).

(2) In accordance with the Utility Facilities Acquisition Agreement, certain costs are considered ineligible for reimbursement.

(3) In accordance with the Utility Facilities Acquisition Agreement, the developer is responsible for 30% of all eligible reimbursable costs.

This document is a preliminary draft for use in internal review and discussion and is not intended for external distribution.

ITEM C



**West Travis County Public Utility Agency
Memorandum**

TO: Board of Directors

FROM: Robert W. Pugh, General Manager

CC: Jennifer Smith, Controller

SUBJECT: WTCPUA Office Lease Alternatives

DATE: March 15, 2018

Dear Directors:

As you are aware, the PUA currently maintains two offices for Customer Service and Administration operations. Customer Service is located at the Calabria at 11805 Bee Cave Road, Suite 200. The lease is with Calabria Investments, L.P., managed by Sandalwood Management and expires on October 1, 2018. Administration is located at the Triton Center, 12117 Bee Cave Road, Building 3, Suites 120 and 130. The lease is with HarHos Bee Caves, LLC and is managed by Transwestern.

Staff and I have determined that it would be best to combine operations into one office to provide improved customer convenience, more efficient utilization of floor space, and better communication and coordination. Currently, several customers come to our Administration office once a week to pay bills or manage other customer service matters, and have to be redirected to the Customer Service office. Since the Calabria office lease expiration date of October 1, 2018 is approaching, we have initiated research of available office space that would best meet the needs of our customers and the PUA.

Staff and I have determined that the following characteristics are needed for a new office configuration:

1. Approximately 5000 square feet, which meets existing needs and provides room for future growth.
2. Efficient space utilization.

Board of Directors

Page 2

March 15, 2018

3. Competitive lease rates, including base lease and operations and maintenance cost.
4. Competitive finishing cost allowance.
5. Lease term flexibility to achieve three (3) and four (4) above.
6. Location for customer and employee access.
7. Sufficient parking for customers and employees.
8. First floor location for customer convenience.

We have performed research of available existing and new properties that will meet the above criteria, with locations and descriptions shown on the attached spreadsheet. The existing office locations at 3841 Ranch Road 620 South and 11612 Lake Pointe have been ruled out due to being on second floor/having insufficient parking and being on the second floor, respectively. The other four options are listed below, with our existing Calabria and Triton Center annual lease details as a comparison:

<u>Location</u>	<u>Square Feet</u>	<u>Base Lease/SF</u>	<u>OM/SF</u>	<u>Utilities</u>	<u>Total Lease</u>
Calabria	1716	\$24.00	\$7.28	\$3000	\$56,676
Triton Ctr	<u>3907</u>	\$18.00	\$11.00	\$6000	<u>\$119,303</u>
Total:	5623				\$175,979
13215 Bee Cave Pkwy	4698	\$27	\$10		\$173,826
12912 Hill Country Blvd Bldg F.	5040	\$26	\$13.38		\$198,475
Triton Ctr Suites 120, 130, 160	5866	\$22	\$11.54	\$8000	\$204,746
Gateway to Falconhead, Building A	5000	\$28	\$8.00	\$8000	\$188,000

It should be noted that for the Triton Center proposal for suites 120, 130 and 160 staff would be in the same building in a first floor location, but not in one office. 13215 Bee Cave Parkway and Gateway to Falconhead are new construction. 12912

Hill Country Boulevard, Building F is in the Hill Country Galleria. Each lease would be subject to annual increases as noted in the attached spreadsheet and lease proposals. All properties are available immediately except for Triton Center Suites 120, 130 and 160 and Gateway to Falconhead Building A, which are estimated to be available in July, 2018.

The table below outlines the length of the proposed leases, finishing cost allowances, estimated actual finishing costs, and total employee and customer parking:

<u>Location</u>	<u>Lease Term</u>	<u>Finishing Allowance</u>	<u>Finishing Cost</u>	<u>Parking</u>
Calabria/ estimated Triton Ctr.	5-year	N/A	N/A	18 employee and customer (est).
13215 Bee Cave Pkwy	5-year	\$187,920	\$298,323	Large garage, No. TBD.
12912 Hill Country Blvd Bldg F.	5-year	\$75,000	\$75,000	Large garage, No. TBD.
Triton Ctr Suites 120, 130, 160	5-year	\$50,000	\$50,000	5 garage 13 surface.
Gateway to Falconhead, Building A	7-year	\$150,000	\$275,000	25 surface.

For the Triton Center Suites 120, 130 and 160 proposal, there will be additional monthly surcharges for garage parking, signage and storage per the attached lease proposal. All lease options in the above two tables are subject to final negotiation.

The above costs do not include lease transition costs from early termination of the existing Triton Center lease suites 120/130. This would have to be negotiated as an early lease termination or through providing a sub-lease. Also, a cost allowance would need to be provided for furniture at any new location, estimated to be \$125,000.

Board of Directors

Page 4

March 15, 2018

The Gateway to Falconhead Building A has attractive features. First, it is a stand alone building and not part of a larger, shared office; second, the access from Falconhead Boulevard is very good and abundant, adjacent surface parking is provided; and third, there is an option to buy the building at \$399 per square foot, or \$1,995,000. At current annual lease rates and expected future rate increases, this would result in a pay-back in approximately ten years. Of course, the proposed sell price of \$399 per square foot would have to be verified through market analysis, and the method of financing the purchase (e.g., PUA Bond sale, or cash) determined.

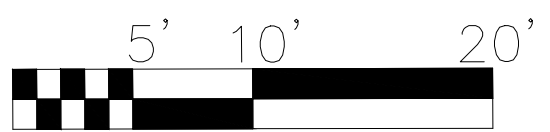
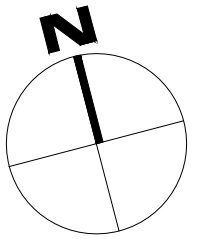
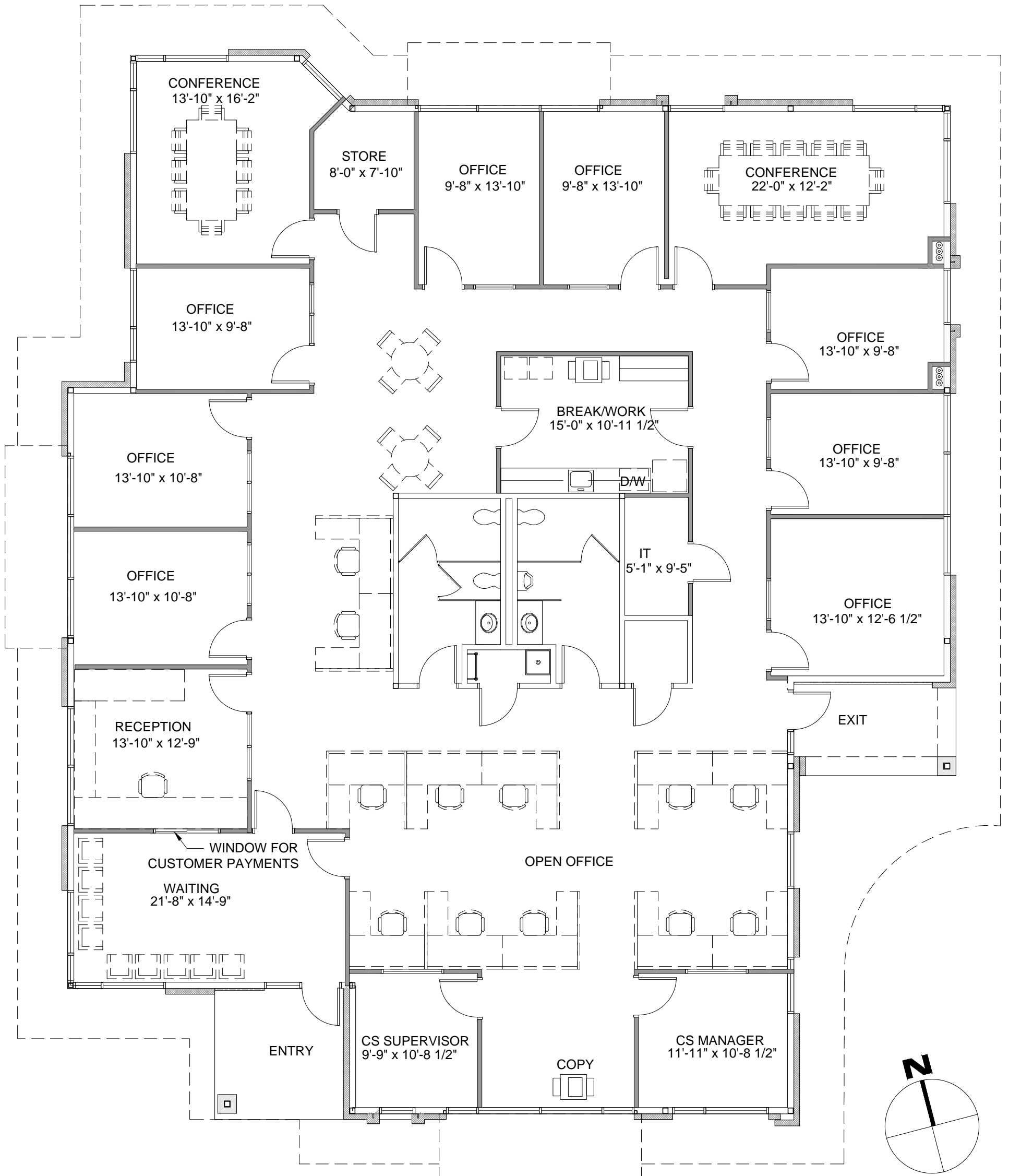
Due to the improved financial condition of the PUA through legal expense, operations and 2013 Bond Re-financing cost reductions, as well as expected additional revenue from the revised investment policy, we feel there is financial flexibility for the PUA to transition to a new, combined office as recommended above.

Thank you for your consideration.

WTCPUA Office Lease Options
RWP
3/15/2018

<u>Location</u>	<u>Location</u>	<u>Availability</u>	<u>Square Feet</u>	<u>Lease Per Square Foot</u>	<u>NNN Cost Per Square Foot</u>	<u>Total Annual Lease Cost</u>	<u>Utilities</u>	<u>Estimated Annual Electric Utilities Cost</u>	<u>Grand Total Annual Cost</u>	<u>Estimated Finishing Cost Per Square Foot</u>	<u>Estimated Total Finishing Cost</u>	<u>Estimated Finishing Allowance (Does Not Include Furniture)</u>	<u>Parking</u>	<u>Comments</u>
Calabria - 11805 Bee Cave Road, Suite 200 - Colin Hodges, Sandalwood Management	Existing Customer Service Office.	Lease Expires October 1, 2018	1716	\$ 24.00	\$ 7.28	\$ 53,676	Not included.	\$ 3,000	\$ 56,676	\$ -	\$ -		Outdoor. Parking space limited.	Triple Net to be adjusted in March, 2018.
Triton Center, 12117 West Bee Cave Road, Building 3, Suites 120/130 - Brandon Lester, Transwestern.	Existing Administrative Office, Suites 120 and 130.	Lease Expires May 31, 2019	3907	\$ 18.00	\$ 11.00	\$ 113,303	Not included.	\$ 6,000	\$ 119,303	\$ 12.80	\$ 50,010	\$ 50,010	Garage and surface. Not best access for customers.	Needs additional cubicle space, new carpet and paint. Finishing cost estimated. Assumed included in developer allowance. \$10.00 NNN to increase to \$13.00 in 2 years. \$40 per square foot finishing allowance. May be able to negotiate \$45 per square foot with 5-year lease, \$50 per square foot with 7-year lease. Actual quoted finishing cost \$63.50 per square foot. Design and permitting for finishing, 60 days. Construction, 60 days. Rent increases \$1.00 per year. 5-year lease.
13215 Bee Cave Parkway - Kevin Granger Peloton Commercial Real Estate, LP, T 512.814.3403	Building A or B	Immediate	4698	\$ 27.00	\$ 10.00	\$ 173,826	Included except telephone and data.		\$ 173,826	\$ 63.50	\$ 298,323	\$ 187,920	Garage.	
3841 Ranch Road 620 South - Carr Development, Inc.	2nd Floor	Immediate	5255	\$ 23.00	\$ 9.00	\$ 168,160	Included except telephone, data and janitorial.		\$ 168,160	\$ 10.00	\$ 52,550	\$ 105,100	Outdoor. Parking space limited.	Finishing cost estimated. Assumed included in developer allowance.
11612 Lake Pointe, Capella Commercial, LLC: Helen Jobes, CCIM o. 512 617 6336	2nd Floor	Immediate	5096	\$ 20.00	\$ 10.40	\$ 154,918	Included except telephone and data.		\$ 154,918	\$ 20.00	\$ 101,920	\$ 101,920	One covered space; rest is outdoor.	Finishing cost estimated. Needs new paint, carpet, additional office, conference room and window entrance. Up to \$20 per square foot finishing allowance. New, ready to move in. Need some cubicles. Finishing cost estimated. \$15.00 per square foot finishing allowance. Rent increases \$0.75 per year. 5-year lease.
12912 Hill Country Blvd - Bldg F- Suite 235 Kevin Granger Peloton Commercial Real Estate, LP, T 512.814.3403	First floor	Immediate	5040	\$ 26.00	\$ 13.38	\$ 198,475	Included except telephone and data.		\$ 198,475	\$ 15.00	\$ 75,600	\$ 75,600	Garage.	

Triton Center, 120 West Bee Cave Road, Building 3. - Brandon Lester, Transwestern	Suites 120/130 and 160	July, 2018	5866	\$	22.00	\$	11.54	\$	196,746	Not included.	\$	8,000	\$	204,746	\$	8.00	\$	50,000	\$	50,000	18 parking spaces, including 5 reserved in garage. Starting June 1, 2019 monthly fee for garage parking of \$50 per space per month, \$3000 per year.	6 offices in Suite 160 with four cubicles, a storage area and small kitchen. Finishing cost allowance of \$50,000 to upgrade Suites 120/130. Appears to cover cost of remodeling/adjustments including paint, carpet additional cubicles, etc.
Gateway to Falconhead - Building A Ken Saterlee, St. Croix Capital Companies.	Building A	July, 2018	5000	\$	28.00	\$	8.00	\$	180,000	Not included.	\$	8,000	\$	188,000	\$	55.00	\$	275,000	\$	25 surface parking spaces allocated.	Stand alone first floor building, good access. Triple net of \$8.00 to increase. Finishing cost allowance \$30 a square foot. Asked developer to increase allowance. 3% annual rate increases. 7-year lease. 25 parking spaces allocated. Option to buy at \$399 per square foot, \$1,995,000.	



WTCPUA - TEST FIT

L.M.HOLDER III, FAIA

ARCHITECTURE PLANNING ENERGY CONSULTATION
4202 Spicewood Springs Road Suite 214 Austin, Texas 78759

L M HOLDER III FAIA

WWW.HOLDER3.COM TX REGISTRATION #4214

GATEWAY TO FALCONHEAD BLDG A
02/28/2018

**NOT FOR REGULATORY APPROVAL,
PERMITTING OR CONSTRUCTION**



February 19, 2018

Mr. Robert Pugh
West Travis County Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Austin, TX 78738

VIA ELECTRONIC MAIL: Robert Pugh
 rpugh@wtcpua.org

RE: Letter of Intent to lease 5,000 SF of office space in building "A" at The Offices at Gateway to Falconhead, Bee Cave, Texas.

Dear Robert:

The purpose of this Letter of Interest is to set forth the basic terms and conditions under which West Travis County Public Utility Agency would be interested in pursuing a lease agreement with the Landlord at The Offices at Gateway to Falconhead.

This Letter does not constitute a contract, and neither Landlord nor Tenant will have any obligations with respect to the possible lease transaction described in this Letter until a complete lease agreement has been signed and delivered by both Landlord and Tenant. The basic terms and conditions for the possible lease transaction are as follows:

Landlord:	Falconhead Offices, LLC
Tenant:	West Travis County Public Utility Agency
Premises:	Approximately 5,000 square feet in Bldg A, as described on Exhibit A attached to this Letter
Use of Premises:	Tenant may use the Premises for general office and related uses. No other use shall be permitted without the express written consent of the Landlord.
Initial Term of Lease:	7 years plus options (see option to extend)
Lease Commencement Date:	Upon delivery of building to tenant.
Base Rent:	\$28.00 SF + 3% annual increases
Rent Commencement Date:	120 days after commencement which is estimated to be July 1, 2018, to include 60 days to build out Tenant Improvements and then 60 days of net rent abatement.



**Additional Rent/
Operating Costs:**

In addition to the Base Rent, Tenant shall pay its estimated pro rata share of the Common Area Maintenance (CAM), real estate taxes, property owners' association dues, insurance and other NNN Expenses estimated to be \$8.00 per square foot at lease commencement.

**Responsibilities for
Maintenance:**

Tenant shall maintain the interior of the Premises and shall be responsible for the payment of its electrical, telephone and security services; and the maintenance and repair of its HVAC system and specialty electrical and plumbing systems. The Landlord, at its expense, shall maintain the building foundation, structure and roof, and the common areas of the Office.

**Option to Extend
Initial Term of Lease:**

One additional seven-year option.

The Base Rent at the commencement of the option period will be the greater of the Base Rent for the last month of the immediately preceding Lease Term + 3% or ninety five percent (95%) of the market rate

Security Deposit:

A security deposit equal to one (1) month's base rent and NNN shall be required upon lease execution.

Guarantee:

Tenant shall guarantee Lease for the entire term.

Tenant Improvements:

Landlord will reimburse Tenant a \$30.00 per square foot for Tenant's actual expenses paid toward the cost of tenant improvements constructed in the Premises.

The reimbursement payment will be made within 30 days after lien free completion of the tenant improvements, Tenant's delivery to Landlord of a Certificate of Occupancy for the tenant improvements, if applicable, and Landlord's reasonable satisfaction that all bills have been paid to Tenant's contractors.

Signage:

Tenant, at Tenant's cost, will install its sign on the Building in accordance with the sign criteria established for the Center.

Brokerage:

Landlord will be solely responsible for the payment of brokerage commissions. Brokerage representation and commissions are outlined under separate written agreement(s).



As set out above, it is understood and agreed by both Landlord and Tenant that the terms set out above with respect to a possible lease transaction do not create any contractual rights or obligations on the part of either Landlord or Tenant, and in no event will any contractual rights or obligations on the part of either Landlord or Tenant with respect to such possible lease transaction exist until a complete lease agreement has been signed and delivered by both Landlord and Tenant. Accordingly, both Landlord and Tenant agree not to rely on the terms of this Letter and further agree that any funds spent, business opportunities lost, or third party obligations incurred, by such party are at such party's sole risk.

Please consider this proposal open, subject to the above conditions. Thank you for your interest and please contact me if you have any questions.

Sincerely,

Stephen DePizzo
St Croix Capital Realty Advisors, LLC

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2018

Robert Pugh

Falconhead Offices LLC

Title: _____

Title: _____

EXHIBIT A





Approved by the Texas Real Estate Commission for Voluntary Use
Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

(1) shall treat all parties honestly;

(2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;

(3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and

(4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

TREC No. OP-K



February 9, 2018

Mr. Robert Pugh
WTC PUD

Sent Via: email

RE: Proposal to lease office space at the Hill Country Galleria - Austin, Texas

Dear Robert:

Please accept this proposal from the Hill Country Galleria. We believe that the Hill Country Galleria is one of the highest quality new mixed use developments in Austin. We are hopeful that you will recognize and appreciate the quality and value the Hill Country Galleria offers. I look forward to working with you to expand your company with the Hill Country Galleria. On behalf of Texas Galleria, LLC ("Landlord"), I am pleased to submit the following Lease Proposal to West Travis County Public Utility Agency ("Tenant") to lease office space at Building F, Hill Country Galleria ("Building"). The principal points of the proposal are as follows:

Landlord: Hill Country Texas Galleria, LLC, its successors and assigns

Premises: Suite F-235: Approximately 5,040 rentable square feet.

Lease Term: Sixty-One (61) months

Commencement: October 1, 2018 or upon substantial completion of the Tenant Improvements

NNN Base Rental

Rate:	Month 1 :	Free Base Rent
	Months 2 – 12:	\$26.00 RSF/Year
	Months –13 - 24:	\$26.75 RSF/Year
	Months 25 - 36:	\$27.50 RSF/Year
	Months 37 - 48:	\$28.25 RSF/Year
	Months 49 - 61:	\$29.00 RSF/Year

Operating Expense: The estimated 2017 operating expenses are estimated to be \$13.38. Tenant shall pay operating expenses upon the Commencement Date.

Leasehold

Improvements: Subject to the conditions hereinafter set forth, Landlord will provide Tenant with a finish out allowance, for a 61-month term, up to \$15.00 per square foot (\$75,600), of Net Rentable Area for improvements required for the suite, the "Tenant Improvement Allowance". This Tenant Improvement Allowance is meant

to be comprehensive including but not limited to architectural and engineering fees, actual construction material, and labor. Tenant shall have six (6) months after commencement date to use all of the Tenant Improvement Allowance. After such 6 month period any unused Tenant Improvement Allowance will be forfeited.

Landlord will charge a construction management fee equal to 5% of the total construction cost to manage the Tenants construction.

Assignment and Sublease:

Tenant will have the right to sublease its Premises to a third party subject to Landlord's approval of such subtenant. Such approval shall not be unreasonably withheld, conditioned, or delayed. Specific language shall be addressed in a lease document.

Security Deposit:

Subject to receipt and review of Tenant's financial statements.

Signage:

Tenant shall be furnished a suite plaque and a listing in the building's lobby directory with Tenant's name and suite number, at Landlord cost. Office tenants are not allowed to have exterior signage, unless they occupy the entire building, per City of Bee Caves.

Holding Over:

150%

Telecom:

The building will have both AT&T and Time Warner available for telephone and internet services.

Security:

The Hill Country Galleria has 24-hour security guards on patrol at the Galleria. Tenant may install its own security system in the premises.

Access:

Landlord shall provide Tenant with four sets of keys and key cards at the Landlord's expense. Tenant will have 24-hour access to the building and Premises.

Hours of Operation:

Tenant shall have 24/7 access to the Premises. Building standard HVAC hours are 7:00 am to 7:00 pm Monday through Friday and 8:00 am to 1:00 pm on Saturdays. After hours HVAC will be charged to Tenant at the actual cost of the supplement HVAC. Tenant shall have the ability to install a separately metered HVAC unit for Tenant's server room at Tenant's expense.

Parking:

All parking is common parking and shall be shared with other occupants of the property. Tenants employees shall park in Garage A. Office space has available parking of 4/1000 during normal office hours at no cost to Tenant.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to

negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

Terms presented in this proposal are specifically contingent upon Landlord review and approval. We request your response to the foregoing no later than February 23, 2018. In the event that we have not received a response by this date, this proposal will be deemed null and void.

Peloton Commercial Real Estate



Kevin Granger
Partner



February 9, 2018

Mr. Robert Pugh
West Travis County Public Utility Agency

Sent Via: email

RE: Proposal to lease office space at Galleria Oaks Building A

Dear Robert:

Please accept this proposal from the Hill Country Texas Galleria, LLC. We believe that this new office development is one of the highest quality Class A developments in Southwest Austin. We are hopeful that you will recognize and appreciate the quality and amenities this new development offers. I look forward to working with you and your client to open their newest branch office in Bee Cave, Texas. On behalf of Hill Country Texas Galleria, LLC ("Landlord"), I am pleased to submit the following Lease Proposal to West Travis County Public Utility Agency ("Tenant"). The principal points of the proposal are as follows:

Landlord: Hill Country Texas Galleria, LLC,

Initial Premises: Approximately 4,698 Rentable Square Feet on the first floor of Building A.

Lease Term: Sixty One (61) Months

Commencement: A hard commencement date of October 1, 2018.

Early Occupancy: Tenant shall have the right to occupy the Premises five (5) days prior to the Lease Commencement Date at no cost, to insure an orderly move-in and to allow for installation of furniture, equipment, wiring and cabling.

NNN Base Rental

Rate:	Month 1:	\$00.00 RSF/Year
	Months 2 – 12:	\$27.00 RSF/Year
	Months 13 - 24:	\$28.00 RSF/Year
	Months 25 –36:	\$29.00 RSF/Year
	Months 37 – 48:	\$30.00 RSF/Year
	Months 49 – 61:	\$31.00 RSF/Year

Operating Expense: The estimated 2018 operating expenses are estimated to be \$10.00. Tenant shall pay operating expenses upon the Commencement Date.

Tenant may, at Tenant's expense, hire an independent certified public accountant to audit Landlord's records relating to the operation of the Building no

contingent fee arrangements will be allowed. Unless Landlord reasonably disputes such audit, Landlord agrees to reimburse Tenant for any excess operating expenses paid by Tenant as shown by such audit. Any audit performed on behalf of Tenant must be commenced within sixty (60) days after the date Tenant receives Landlord's statement of Basic Cost for the year to be audited, and no periods prior to the year covered by such statement shall be subject to audit.

**Leasehold
Improvements:**

Subject to the conditions hereinafter set forth, Landlord will provide Tenant with a finish out allowance, for a 61 month term, up to \$40.00 per square foot of Net Rentable Area for improvements required for the suite, the "Tenant Improvement Allowance". This Tenant Improvement Allowance, which shall be available to Tenant as of the full execution of the Lease, is meant to be comprehensive including but not limited to architectural and engineering fees, actual construction material, cabling and labor. Tenant shall have six (6) months after Commencement Date to use all of the Tenant Improvement Allowance. After such 6 month period any unused Tenant Improvement Allowance will be forfeited.

Landlord shall not charge a construction management fee to manage the Tenant construction.

Architectural Services: Landlord agrees to pay for and has provided a preliminary space plan for Tenant's review and uses, not to exceed \$0.10 per rentable square foot.

Sublease: Tenant will have the right to sublease its Premises to a third party subject to Landlord's approval of such subtenant. Specific language shall be addressed in a lease document. Landlord will have the right to recapture fifty percent (50%) of any net profit on a sublease, or in the event that Tenant seeks to sublease greater than fifty percent of the Premises, to terminate the primary lease.

Security Deposit: Tenant shall deposit a minimum security deposit equal to the last months Base Rent and Operating Expenses but landlord reserves the right to change the amount of the security deposit upon receipt and review of Tenant's financial statements.

Signage: Tenant shall be furnished a suite plaque and a listing in the building's lobby directory with Tenant's name and suite number. Tenant shall have the right to install signage on the Tenant's reception area wall visible from the main lobby of the Building.

Holding Over: 150% of Base Rent.

Telecom: The building will have both AT&T and Time Warner available for telephone and internet services. The level of service these providers offer will depend on the service provider and the needs of the tenant base.

Security: Tenant shall have use of the Building card-key access which will be installed on the main exterior Building doors. Tenant may install tenant specific security equipment within their Premises.

Hours of Operation: Tenant shall have 24/7 access to the Premises. Building standard HVAC hours are 7:00 am to 7:00 pm Monday through Friday and 8:00 am to 1:00 pm on Saturdays. After hours HVAC will be charged to Tenant at the actual cost of the supplement HVAC. Tenant shall have the ability to install a separately metered HVAC unit for Tenant's server room at Tenant's expense.

Parking: Tenant shall be provided unreserved covered parking spaces, at a ratio of 4.0 per 1,000 RSF at no charge.

Management: The Building will be professionally managed by RMR.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

Terms presented in this proposal are specifically contingent upon Landlord and Tenant's Board of Director's review and approval. We request your response to the foregoing no later than June 30, 2017. In the event that we have not received a response by this date, this proposal will be deemed null and void. The space will remain available for lease to others until a lease is executed.

Peloton Commercial Real Estate



Kevin Granger
Partner



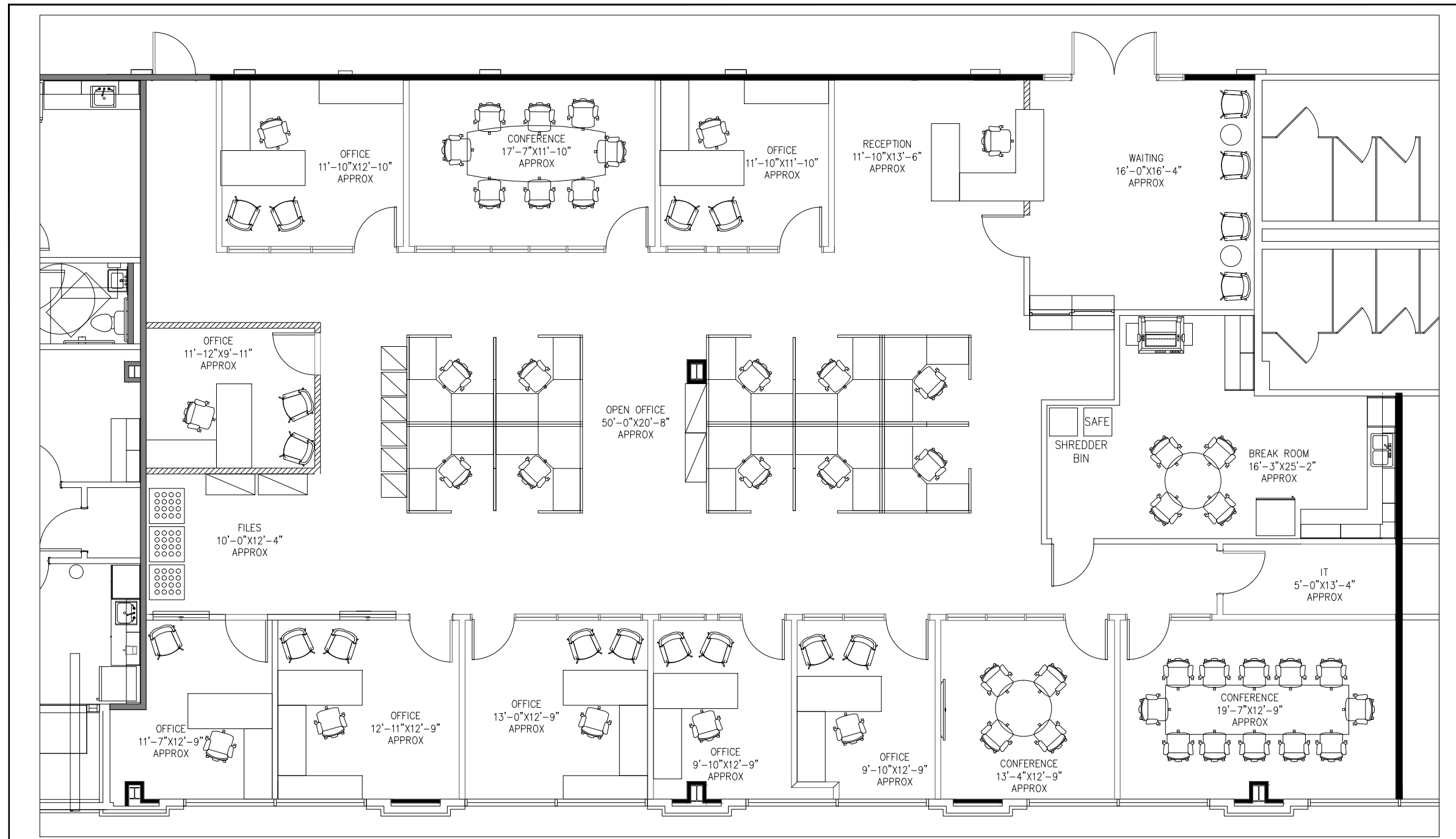
WEST TRAVIS COUNTY
 PUD HILL COUNTRY
 GALLERIA BLDG. F,
 SUITE 235
 BEE CAVE, TX 78738

PROGRESS DOCUMENT
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 APPROVAL, PERMIT OR
 CONSTRUCTION
 JACQUELINE G DODSON
 TX 16009

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REVISIONS		
NO.	DATE	DESCRIPTION

TF0.1



Area calculations are to be approximate in nature and do not represent dimensions as surveyed by a licensed surveyor. As such, no warranties, expressed or implied, are made regarding the accuracy thereof. All calculations used in lease documents should be confirmed by the Owner prior to finalization of lease agreements.

1 PROPOSED PLAN
 SCALE: 3/32"=1'-0"



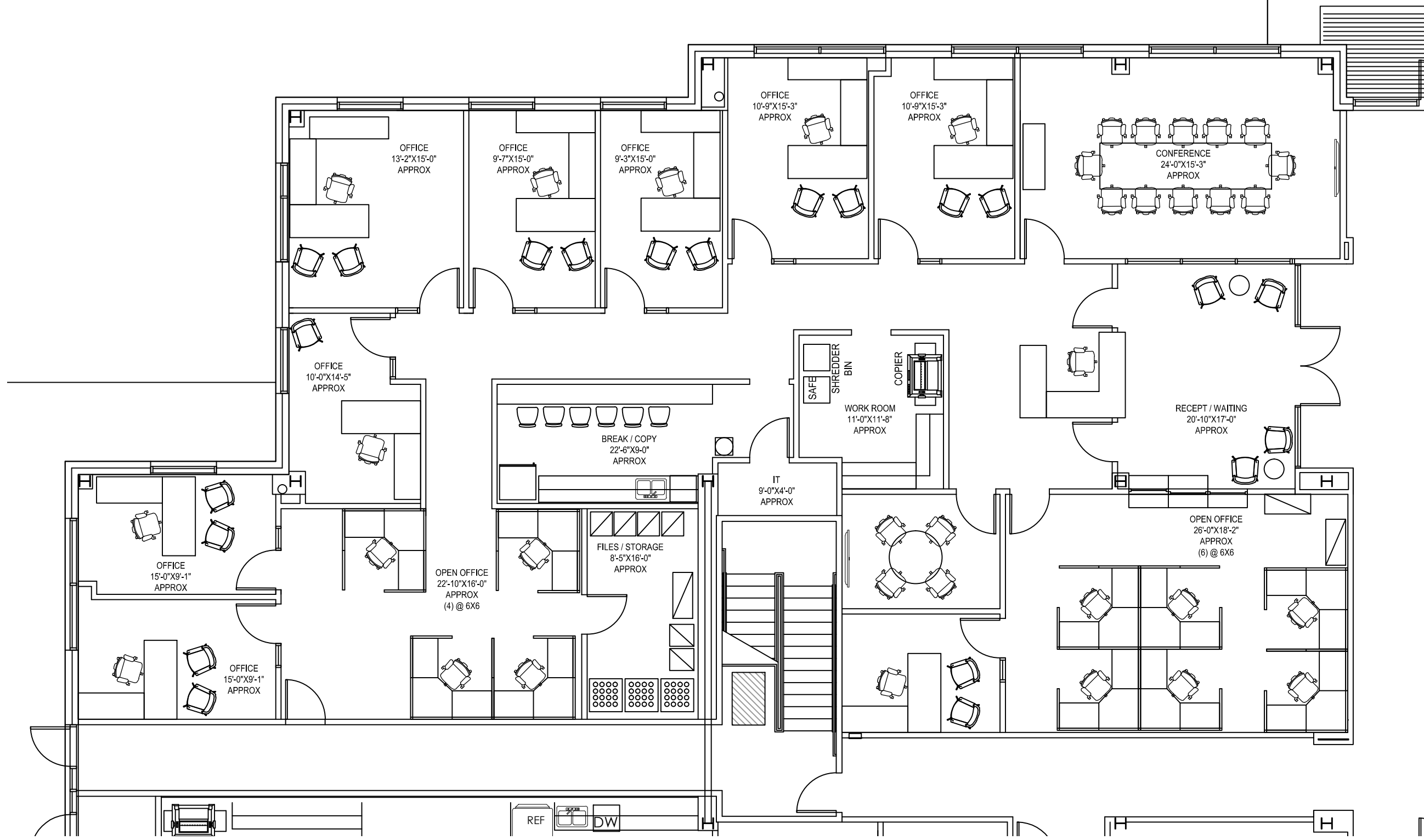
**WEST TRAVIS COUNTY
 PUD GALLERIA OAKS
 BLDG. B, L1 B110
 BEE CAVE, TX 78738**

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 JACQUELINE G DODSON
 TX 16009**

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REVISIONS		
NO.	DATE	DESCRIPTION
0	01/29/18	REVIEW
0	01/30/18	REVIEW

TF1.1
 OPTION 1



1 PROPOSED PLAN
 SCALE: 1/8"=1'-0"

February 27, 2018

Via Email: receptionist@wtcpua.org

Robert W. Pugh
General Manager
West Travis County Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Austin, Texas 78738

Re: Lease Proposal: Suite 120 & 160, Triton Center, 12117 Bee Cave Road, Building 3, Austin, TX 78738 (“Building”)

Dear Mr. Pugh:

This proposal shall serve as a document to set forth the basic terms and conditions upon which the HarHos Bee Caves, LLC (the “Lessor”) intends lease additional space to West Travis County Public Utility Agency (the “Lessee”) and extend its lease within the Building. The following are the terms and conditions under which both parties wish to enter into a Lease Agreement.

**CURRENT
PREMISES:**

Lessee currently leases **Suite 120** (the “Current Premises”) in the Building, consisting of approximately **3,907 rentable square feet (RSF)**. Attached on Exhibit “A” is a floor plan of the Current Premises. The Current Premises Lease is scheduled to expire on **May 31, 2019**.

**EXPANSION
PREMISES:**

Lessee will expand and lease **Suite 160** (the “Expansion Space”) in the Building, consisting of approximately **1,959 RSF** as of the Expansion Commencement Date. Thereafter, the total rentable area leased by the Lessee shall be **5,866 RSF** (the “New Premises”). Attached on Exhibit “B” is a floor plan of the Expansion Premises.

**EXPANSION
COMMENCEMENT:**

The Expansion Commencement Date shall be **September 1, 2018** (the “Expansion Commencement Date”).

LEASE TERM:

The Current Premises Lease Term will be extended by **sixty (60) months**. The Expansion Premises will be coterminous with the

Current Premises, expiring on **May 31, 2024** (“New Premise Expiration Date”).

TYPE OF LEASE: NNN + Separately Metered / Pro Rata Share of electric (NNN+)

BASE RENT
SCHEDULE:

Months 01* – Months 09*: **\$22.00** NNN+ per RSF
Months 10** – Months 13: **\$22.00** NNN+ per RSF
Months 14 – Months 25: **\$22.50** NNN+ per RSF
Months 26 – Months 37: **\$23.00** NNN+ per RSF
Months 38 – Months 49: **\$23.50** NNN+ per RSF
Months 50 – Months 61: **\$24.00** NNN+ per RSF
Months 62 – Months 69: **\$24.50** NNN+ per RSF

** Lessee will remain paying **\$18.50** NNN+ RSF for the Current Premises per the Lease during **Months 01-09**. Base Rent for the Expansion Space will be as noted above during these months.*

*** New Premises Base Rent Schedule as of **June 1, 2019***

ELECTRIC: Lessee shall be responsible for paying electric directly to the provider for the meters severing both Current Premises and the Expansion Premises.

Current Premises - Suites 120: Meter # 4007906
Expansion Premises - Suites 160: Meter # 4018232

BUILDING OPERATING
EXPENSES:

In addition to Base Rent and electric, Lessee shall pay their pro rata share of all Building Operating Expenses. The estimated Building Operating Expense for 2018 is **\$11.54** per RSF.

LESSEE'S
IMPROVEMENTS:

Lessee accepts the New Premises in “as-is” “where-is” condition but the Lessor shall provide the Lessee with an improvement allowance for the Current Premises and the Expansion Space in an amount totaling **\$50,000.00** (“Improvement Allowance”) on the effective date of the fully executed Lease Amendment.

The Improvement Allowance is meant to be comprehensive including, but not limited to, design and space planning, architectural, a project management fee, engineering fees, actual construction material, labor cost, any other cost commonly associated with improving a Lessee’s space. No portion of the Improvement Allowance will be available to use towards rent

credit, moving expenses, data/cabling and/or fixtures, furniture or equipment.

The Lessor shall be responsible for completing the Lessee's Improvements. Lessor will charge a five percent (5%) construction management fee of the total construction cost, which will be deducted from the Improvement Allowance. The Improvement Allowance will be forfeited and become null and void six (6) months after the Expansion Commencement Date.

PARKING:

On the Expansion Commencement Date, Lessee will be provided with five (5) additional unreserved surface lot parking spaces. Thereafter, the Lessee's total parking allotment for the New Premises will be eighteen (18) spaces. Of those allotted parking spaces, a total of five (5) will remain reserved in the covered parking area under the Building. On **June 1, 2019**, a monthly fee of **\$50.00** per space per month (plus tax) for these reserved spaces will be charged. The remaining unreserved surfaces lot spaces will remain free.

BUILDING HOURS:

Lessee will have access to the Premises twenty-four (24) hours a day, seven (7) days a week. The Building hours are from 7:00 a.m. to 6:00 p.m. on Monday through Friday, and from 8:00 a.m. to 12:00 p.m. on Saturday, excluding Sunday and nationally recognized holidays.

SIGNAGE:

Lessee, at Lessee's expense, shall be provided with Building standard directory and suite signage. Lessee's right to the Building standard monument signage (two sides) on the Buildings monument shall remain. Lessee will be responsible for all cost associated with creating, installation, maintaining and removing its sign. As **June 1, 2019**, a monthly signage fee of **\$50.00** per month (plus tax) will be required.

STORAGE:

Lessee's shall continue to have garage storage space on a month-to-month bases during the Lease Term. The current rate of \$25.00 per month shall be increased to **\$50.00** per month as of **June 1, 2019**. Both the Lessee and Lessor shall have the right to termination this garage storage agreement with 30 day's written notice.

**FIRST MONTHS RENT
& SECURITY DEPOSIT:**

The first paying month's rent check for the Expansion Premises which includes operating expenses, and an additional security

deposit shall be due upon execution of the Lease. The additional security deposit shall be the net difference of the amount on file and last month's rent gross rent for the New Premises.

RENTABLE AREA:

Section 3 of the Lease shall be amended to include the following underlined language.

“The Leased Premises consists of approximately the rentable square feet (“RSF”) specified in Basic Lease Summary #6. Lessee accepts the measurements of "Rentable Area" and "Pro Rata Share" as set forth within this Summary and description and waives any right or claim to adjust Base Rent or Pass-Thru Rent based on subsequent or different measurements.”

SECURITY DEPOSIT:

Landlord will determine upon review and approval of Tenant's financial statements the security deposit amount required for this transaction. Under no circumstance will the security deposit be less than last month's gross rent.

Section 7 of the Lease shall be amended to include the following underlined language.

“The security deposit will be held by Lessor, which is hereby assigned, without obligation for interest, as security for the performance of Lessee's obligations under this Lease, it being expressly understood and agreed that the Security Deposit is not an advance rental deposit or a measure of Lessor's damages in case of Lessee's default. Upon occurrence of an event of default, Lessor may use all or part of the security deposit to pay past due rent or other payments due Lessor under this Lease or the cost of any other damage, injury, expense or liability caused by such event of default, without prejudice to any other remedy provided herein or provided by law.”

“The Security Deposit shall be deemed the property of Lessor, but any remaining balance of the Security Deposit shall be returned by Lessor to Lessee when all of Lessee's present and future obligations under this Lease have been fulfilled or within thirty (30) days after expiration of this Lease or any extensions thereof if a forwarding address was provided by Lessee to Lessor.”

ALTERATION BY LESSEE:

Section 28 of the Lease shall be amended to include the following underlined language.

“If same are performed by Lessee with Lessor's written permission, Lessee shall not allow any liens to be placed against the Building as a result of such additions or alterations and will provide a copy of the contract, work orders and lien releases from the third parties performing the work to the Lessor within thirty days of completion of work. All alterations, installations, removals and restorations (including the contractors and subcontractors performing such alterations, installations, removals and restorations) shall be performed in accordance with all legal requirements and in a good and workmanlike manner so as not to damage or alter the primary structure or structural qualities of the Building or other improvements situated on the Premises or of which the Premises are a part. Lessee shall cause all contractors and subcontractors to procure and maintain insurance coverage against risks, in such amounts, and with such companies as Lessor may reasonably require, and to procure payment and performance bonds reasonably satisfactory to Lessor covering the cost of the work.”

“Lessee shall pay Lessor a 4% construction management / supervision fee if the Lessee performs the work with third parties / contractors who are paid directly by Lessee. All alterations, additions, and improvements made by the Lessee shall remain on the Premises as Lessor’s property after the termination or expiration of this Lease subject to Section 30 with regards to removal of property by Lessee.”

**REMOVAL OF
PROPERTY BY
LESSEE:**

Section 30 of the Lease shall be amended to include the following underlined language.

Lessee “shall” not remove any alterations as defined in Section 28 or additions and improvements such as flooring, wall-to-wall carpeting, window blinds, built-in cabinets, paneling, counters, kitchen or breakroom built-ins, shelving, wall covering, and anything else attached to the floor, walls, or ceilings. If and only if Lessor requests in writing, no later than “ten days” after Lessee vacates the Leased Premises, Lessee shall remove any alterations, fixtures, equipment, cabling, and other property installed by Lessee or Lessee's contractors. “Lessee shall have ten (10) business days following Lessee's receipt of such notice from Lessor to complete such removal and repair any damage caused

by such removal". Lessee shall pay for cleaning or repairing damage caused by Lessee's removal of any property.

RELOCATION OF LESSEE:

Section 45 of the Lease shall be amended to include the following underlined language.

Upon 30 days' written notice to Lessee, Lessor shall have the right, at Lessor's sole discretion, "to relocate Lessee within the Building in lease space that has an area at least equal to the RSF specified in Basic Lease Summary #6. If the relocated space contains less square footage than specified in Basic Lease Summary #6, then the Base Rent in effect shall be decreased proportionately. All other terms and conditions of this Lease shall apply to the relocated space and the description of the Leased Premises shall be replaced by the description of the relocated space. If Lessor exercises its relocation right, then Lessor shall reimburse Lessee for Lessee's reasonable out-of-pocket expenses for moving Lessee's furniture, equipment, supplies and communications equipment from the Leased Premises to the relocated space and for reprinting Lessee's stationery of the same quality and quantity of Lessee's stationery supply on hand immediately prior to Lessor's notice to Lessee of the exercise of this relocation right."

MISCELLANEOUS:

Section 54 of the Lease shall be amended to include the following underlined language.

"Except as specifically provided in this Lease, to include exhibits incorporated as reference, Lessee hereby waives the benefit of all warranties, express or implied, with respect to the premises, including without limitation any implied warranty that the premises are suitable for any particular purpose."

PARKING RULES:

Exhibit F-1 section 5 & 11 (Removal of Unauthorized Vehicles & Illegally Parked Vehicles) of the Lease shall be amended to include the following underlined language.

"Lessor shall not be responsible for enforcing Lessees parking rights against any third parties or other Lessees, and Lessee expressly does not have the right to tow or obstruct improperly parked vehicles."

Lessor has no duty to patrol for illegally parked vehicles or to have them removed. Parking is for daily employee parking only and vehicles may not be left for periods longer than one week “or stored on the property”. Employees may not use more than one parking space at a time.

REPRESENTATION:

The Lessee represents that it has not hired a broker or agent to act on its behalf in connection with this proposed transaction.

CODE COMPLIANCE:

Lessor shall be responsible for compliance with the Americans with Disabilities Act (ADA) in common areas of the Building. Lessee shall, at its sole cost and expense, be responsible for compliance with the ADA for matters within the Premises.

CONFIDENTIAL:

Lessee acknowledges that the terms and conditions contained herein and details of the ensuing negotiations will remain confidential between the parties to the lease and no proposals, lease drafts or lease summaries of any kind will be distributed, copied or otherwise transmitted, orally or in writing, to any other entity or person.

**NON-BINDING
DOCUMENT:**

This proposal and any subsequent proposal's shall be non-binding and contingent upon legal review, senior management approval and a lease document being fully executed by both Lessor and Lessee. This proposal shall in no way obligate Lessee or Lessor to enter any Lease document or other agreement contemplated hereby unless and until a definitive agreement is approved by Lessee and Lessor, their counsel and senior management and fully executed and delivered to each party. This proposal expires on **March 16, 2018.**

Signature on Next Page



901 South MoPac Expressway
Building 4, Suite 250
Austin, Texas 78746
Phone: (512) 328.5600
Fax: (512) 328.9309

Please call us with questions or comments. Thank you.

Best regards,

A handwritten signature in black ink that reads 'Brandon Lester'.

Brandon Lester
Vice President
Transwestern

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2018

BY: _____

NAME: _____

TITLE: _____

EXHIBIT A
Current Premises (Ste. 120 - 3,907 RSF)

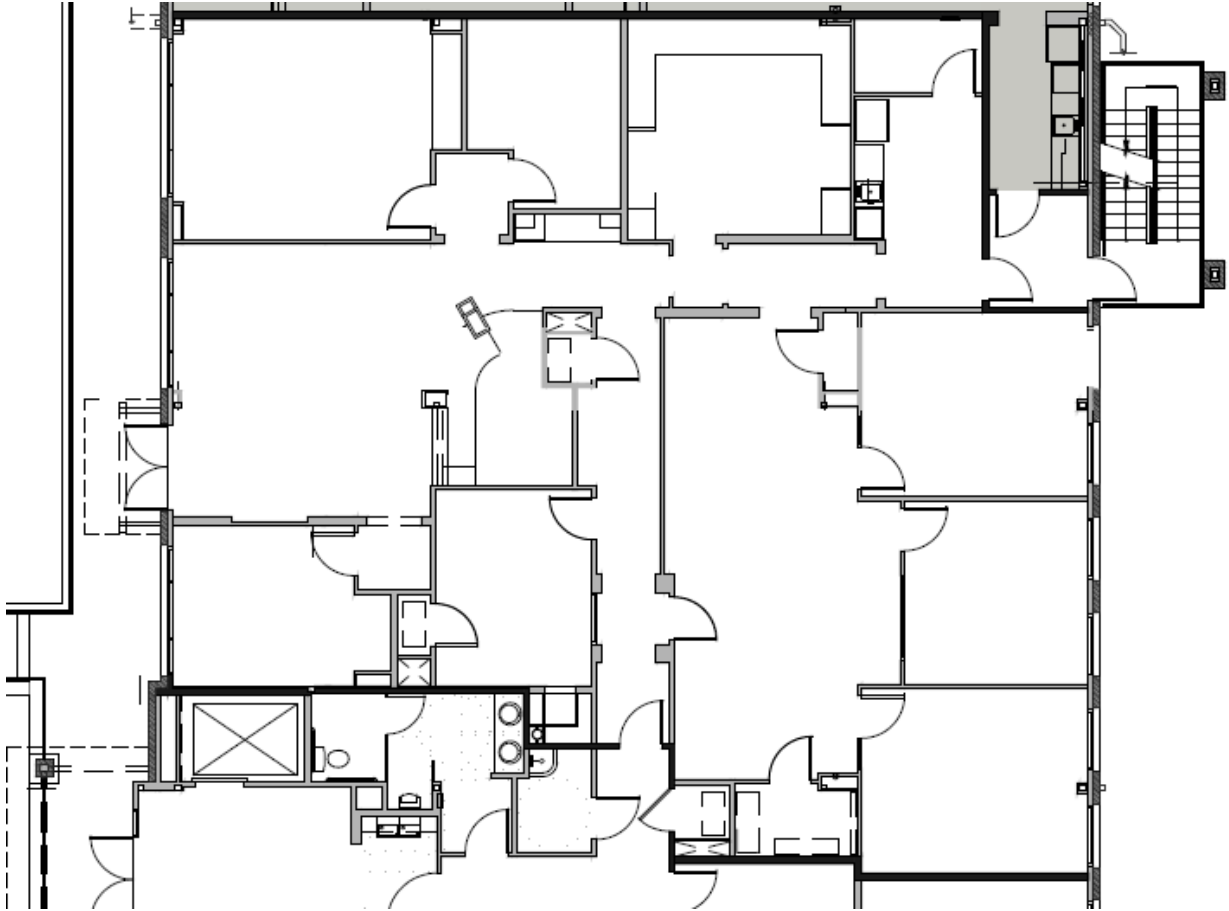
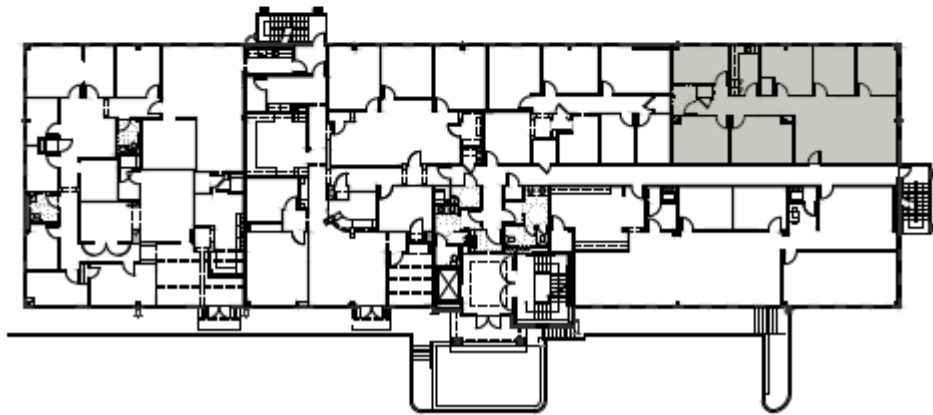
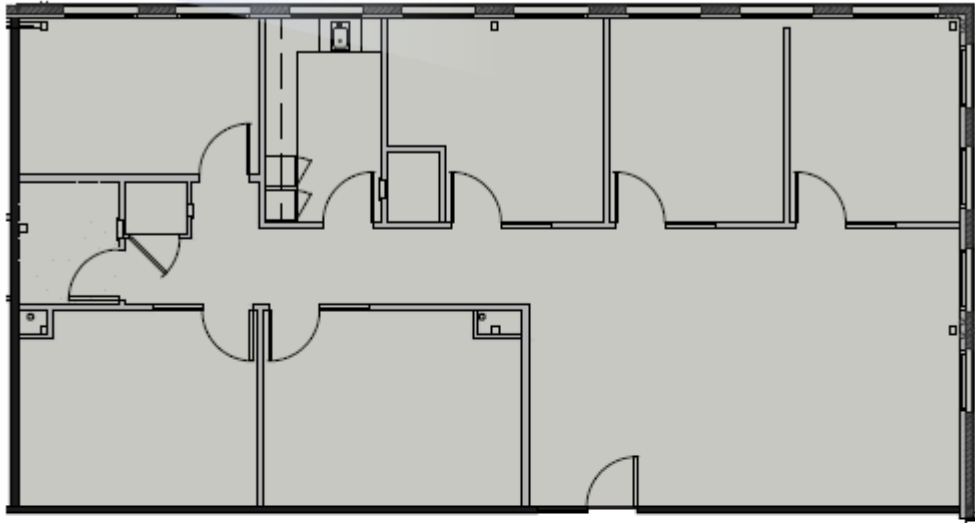
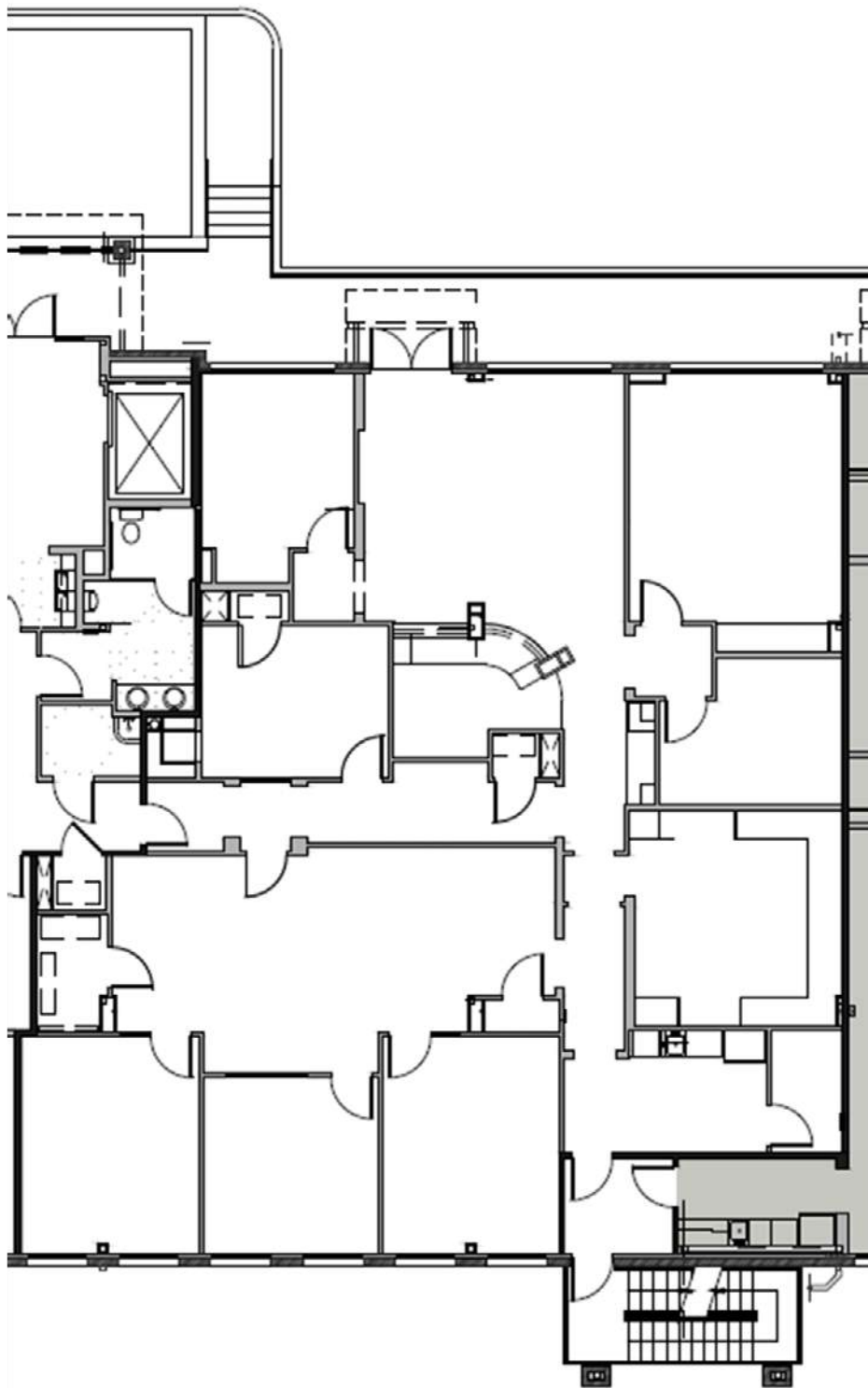


EXHIBIT B
Expansion Premises (Ste. 160 – 1,959 RSF)





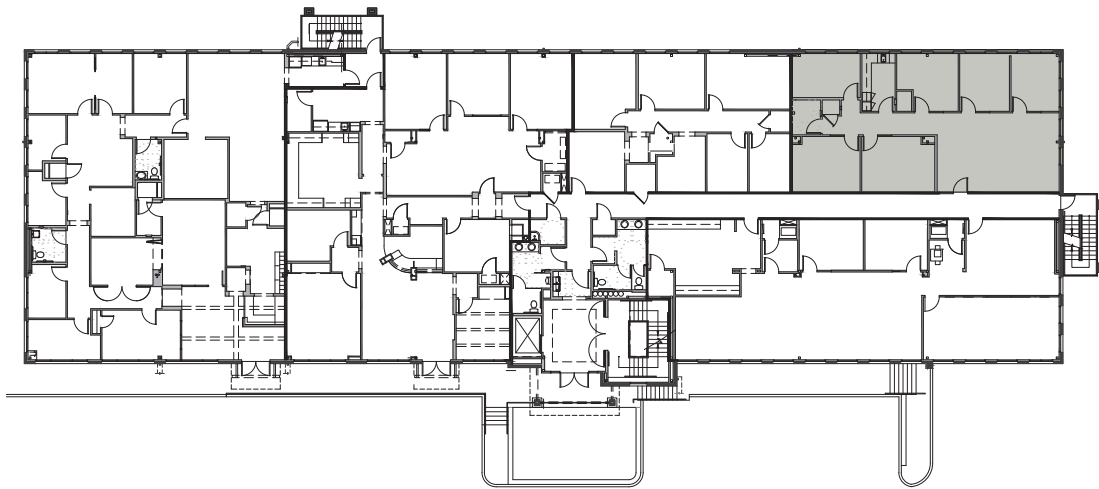
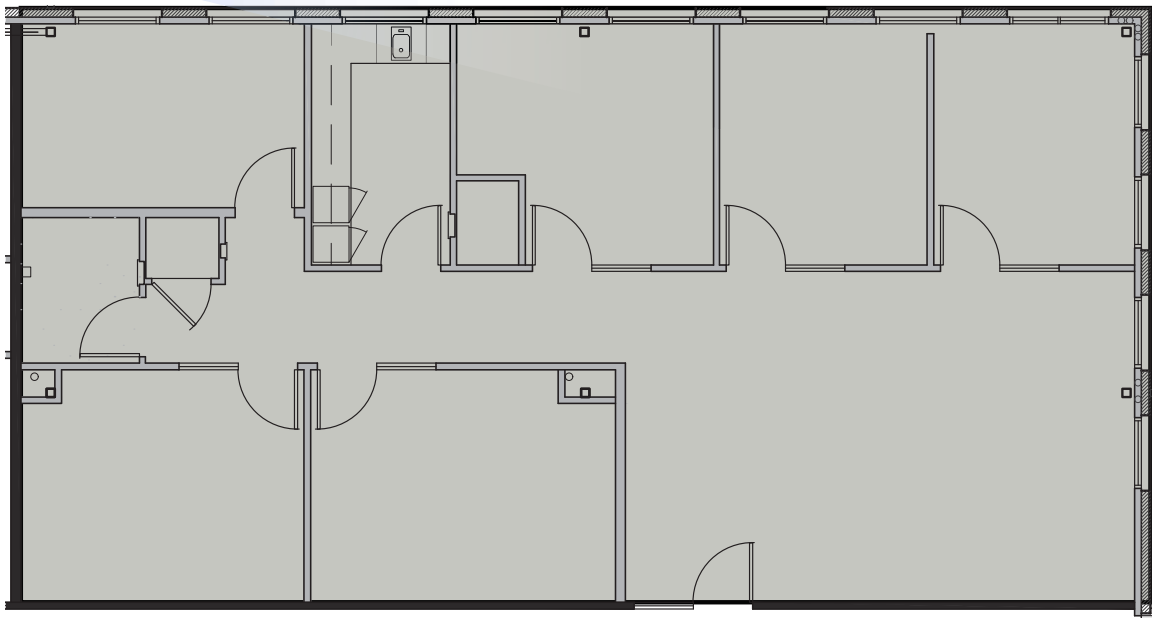
SOUTHWEST OFFICE FOR LEASE

TRITON CENTER

12117 Bee Caves Road, Building 3, Austin, TX 78738

SUITE 160 - 1,959 SF

Available 7/1/2018



For more information contact:

Brandon Lester

512.314.3576

brandon.lester@transwestern.com

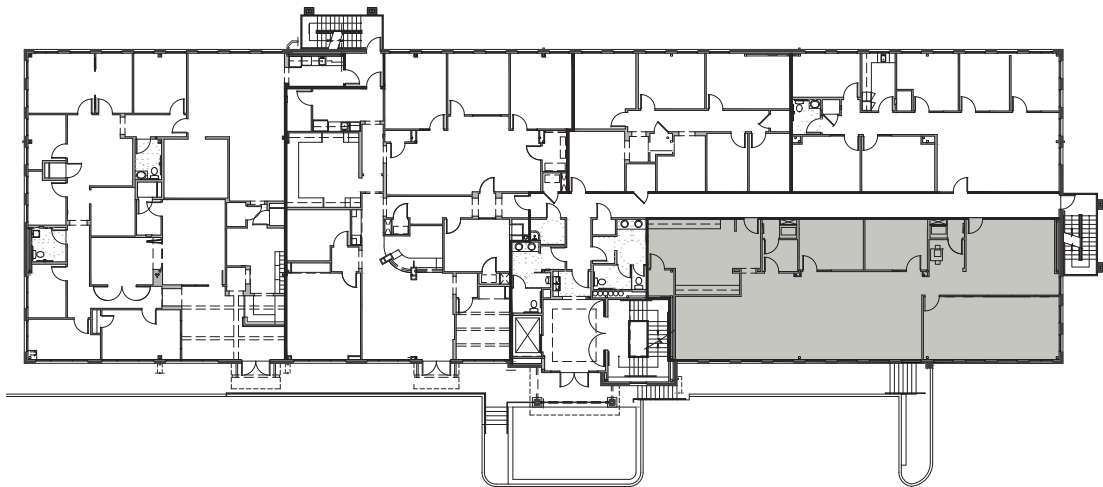
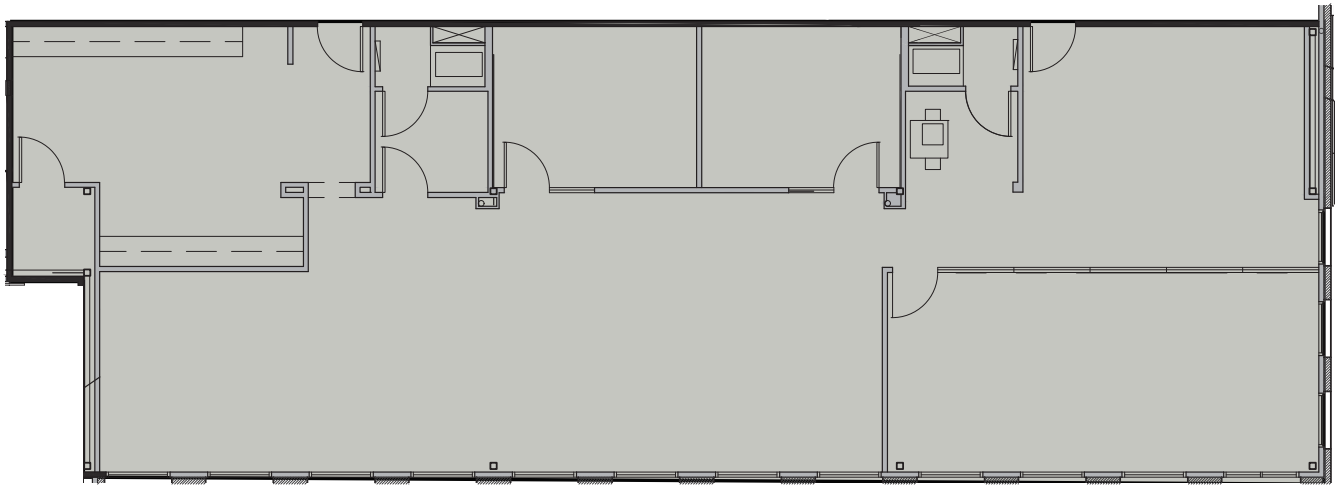
SOUTHWEST OFFICE FOR LEASE

TRITON CENTER

12117 Bee Caves Road, Building 3, Austin, TX 78738

SUITE 180 - 2,957 SF

Available 7/1/2018



For more information contact:

Brandon Lester

512.314.3576

brandon.lester@transwestern.com

ITEM D



**West Travis County Public Utility Agency
Memorandum**

TO: Board of Directors

FROM: Robert W. Pugh, General Manager

CC: Jennifer Smith, Controller

SUBJECT: FY2019 Wholesale and Retail Rate Study

DATE: March 15, 2018

Dear Directors:

As you are aware, wholesale and residential water and wastewater rates for FY2018 were not raised beginning October 1, 2017 due to the improved financial operating condition of the PUA. This is the first time in the history of the PUA that rates have not been increased since the water and wastewater systems were acquired from the LCRA in 2012, which has provided increased confidence and rate stability to our customers.

In January 2019, the PUA is planning to sell bonds to finance the last \$15M installment payment to the LCRA for the \$165M purchase of its water and wastewater systems, and estimated \$15M for the next phase of capital projects. This \$15M capital projects estimate will be fine tuned by July, 2018 after meetings with staff and engineering consultants.

Historically, rate studies have been conducted when debt is issued to allocate these new costs equitably to residential and wholesale customers, and ensure sufficient revenue to meet Board required cash balance and bond times interest coverage. Staff is therefore recommending that a FY2019 wholesale and residential rate study be conducted by Heddin Consultants per Agreement for \$41,680 with a target completion date of January 1, 2019. The recommended goal is to continue providing rate stability to our customers that takes into consideration the following:

Board of Directors

Page 2

March 15, 2019

1. Reduced operating costs from bringing operations in-house, reduction of litigation costs, increased revenue from new investment policy, and lower debt payments due to re-financing Series 2013 Bonds.
2. January, 2019 Bond issue including \$15M for final LCRA Installment payment and \$15M (estimated, final amount TBD) for capital projects.
3. Additional financial flexibility through ability to cash fund some CIP projects from revised Impact Fee Study policy, TBD. Staff plans on completing the updated Impact Fee Study by June, 2018 and presenting a recommended policy by July, 2018.
4. Tiered base fee structure based on consumption volume vs. one base fee for residential water, and reduced base fee combined with a tiered volumetric structure for residential wastewater. The city of Austin has a five-tier base fee for water, a monthly fixed wastewater charge of \$10.30 that includes the costs of billing, collections, customer service and other account management services, and a two-tiered volume charge for wastewater per attachment. The base fee is charged to cover the fixed costs of the utility. In the case of the PUA, our base fees primarily cover principal and interest payments on the debt.

Thank you for your consideration.

APPENDIX C

**West Travis County Public Utility Agency
Water Impact Fees and Rates by Rate District**

(a) Water Impact Fee (per LUE):

2015 Water Impact Fee (Effective on February 1, 2015*):				
	Highway 71 Water System Service Area		Highway 290 Water System Service Area	
Fee per LUE	\$ 7,476	\$ 12,938		
2012 Water Impact Fee:				
	Highway 71 Water System Service Area		Highway 290 Water System Service Area	
Fee per LUE	\$ 5,992	\$ 8,809		
Historical Water Impact Fee:				
	Bee Cave District		Homestead/ Meadow Fox District	
	South District		290/HPR District	
Fee per LUE	\$ 4,120	\$ 5,180	\$ 4,120	\$ 5,180

The impact fee listed above is per LUE, in accordance with the provisions of Section 3.0.

* See Tariff Section 3.03(h) for instances where the 2012 Water Impact Fee or Historical Water Impact Fee is still applicable.

(b) Minimum Monthly Charge for Retail Water Service (Effective on October 1, 2016):

All Classes:

Meter Size	System-Wide Rate
5/8"	\$ 41.97
3/4"	\$ 54.22
1"	\$ 97.13
1 1/2"	\$ 154.43
2"	\$ 255.54
3"	\$ 338.11
4"	\$ 499.14
6"	\$ 1,645.80
8"	\$ 2,633.28
12"	\$ 3,785.34

APPENDIX C

**West Travis County Public Utility Agency
Water Impact Fees and Rates**

(c) Capital Charge:

In addition to the above listed Minimum Monthly Charge, customers within the Homestead/Meadow Fox District will pay a Capital Charge equal to \$27.31 per month. This charge shall be in effect through December 31, 2036.

(d) Volumetric Charge for Retail Water Service (per thousand gallons used) (Effective on October 1, 2016):

(1) Residential (Excluding Multi-Unit Residential):

Gallons	System-Wide Rate
0-10,000	\$ 5.20
10,001-20,000	\$ 6.50
20,001-35,000	\$ 9.75
35,001-50,000	\$ 14.63
50,001-80,000	\$ 16.82
80,001 and above	\$ 19.35

(2) Small Commercial (Non-residential with 5/8" and 3/4"meters, but excluding Multiple Use Facilities):

Gallons	System-Wide Rate
0-10,000	\$ 5.20
10,001-20,000	\$ 6.50
20,001-35,000	\$ 9.75
35,001-50,000	\$ 14.63
50,001-80,000	\$ 16.82
80,001 and above	\$ 19.35

(3) Commercial (Non-Residential with 1" and greater meters, but excluding Multiple Use Facilities):

Meter Size	Gallons	System-Wide Rate
1"	0-55,000	\$ 4.25
1"	55,001 and above	\$ 8.10
1 1/2"	0-75,000	\$ 4.25
1 1/2"	75,001 and above	\$ 8.10
2", 3", and 4"	0-100,000	\$ 4.25
2", 3", and 4"	100,001 and above	\$ 8.10

APPENDIX C

**West Travis County Public Utility Agency
Water Impact Fees and Rates**

(4) Multi-Unit Residential and Multiple Use Facilities:

Gallons	System-Wide Rate
1 and above	\$ 7.50

(5) Irrigation:

Gallons	System-Wide Rate
0-10,000	\$ 5.20
10,001-20,000	\$ 6.50
20,001-35,000	\$ 9.75
35,001-50,000	\$ 14.63
50,001-80,000	\$ 16.82
80,001 and above	\$ 19.35

(6) Fire Hydrant Meter:

Gallons	System-Wide Rate
0-10,000	\$ 5.20
10,001-20,000	\$ 6.50
20,001-35,000	\$ 9.75
35,001-50,000	\$ 14.63
50,001-80,000	\$ 16.82
80,001 and above	\$ 19.35

(e) Subsequent User Fees (in addition to impact fees):

- (1) South Madrone Trail Water: \$15,500 Per LUE
- (2) Tanglewood West Water: \$5,250 Per LUE

(f) Pro Rata Fee (in addition to impact fees, per LUE):

Fee	Bee Cave District	Bee Cave South District	Homestead/ Meadow Fox District	290/HPR District
per LUE	N/A	N/A	\$ 6,500.00	N/A

APPENDIX C

**West Travis County Public Utility Agency
Wastewater Impact Fees and Rates by Rate District**

(a) Wastewater Impact Fee (per LUE):

2015 Wastewater Impact Fee (Effective on February 1, 2015*):

System-Wide Rate	
Fee per LUE	\$ 11,643.75

2012 Wastewater Impact Fee:

System-Wide Rate	
Fee per LUE	\$ 11,500

Historical Wastewater Impact Fee:

System-Wide Rate	
Fee per LUE	\$ 5,250

The impact fee listed above is per LUE, calculated in accordance with the provisions of Section 3.0.

* See Tariff Section 4.02(g) for instances where the 2012 Wastewater Impact Fee or Historical Wastewater Impact Fee is still applicable.

(b) Minimum Monthly Charge for Retail Wastewater Service (Effective on October 1, 2016):

(1) Residential:

System-Wide Rate	
Monthly Fee	\$ 55.12

(2) Non-residential:

Monthly Fee	System-Wide Rate
5/8"	\$ 55.12
3/4"	\$ 110.25
1"	\$ 165.37
1 1/2"	\$ 275.62
2"	\$ 440.99
3"	\$ 881.99
4"	\$ 1,378.11
6"	\$ 1,645.80
8"	\$ 2,633.28

APPENDIX C

**West Travis County Public Utility Agency
Wastewater Impact Fees and Rates by Rate District**

(c) Volumetric Charge for Retail Wastewater Service (per thousand gallons used) (Effective on October 1, 2016):

(1) Residential (Excluding Multi-Unit Residential):

Gallons	System-Wide Rate
1 and above	\$ 6.94

(2) Non-residential (Including Multi-Unit Residential):

Gallons	System-Wide Rate
1 and above	\$ 7.84

WTCPUA will calculate residential wastewater flow for each customer based on the calculated average of monthly potable water metered and billed to the Customer during the previous December, January and February. If a residential Customer does not have an acceptable history of water usage during the preceding December, January and February, the Customer's monthly wastewater bill shall be calculated upon: (1) the Customer's current monthly water usage; or (2) on the basis of 10,000 gallons water usage per month, whichever is less.

WTCPUA will calculate commercial wastewater flow for each Non-residential, Multi-Unit Residential and Multiple Use Facility based on actual potable water consumption.

(d) Grinder Pump Surcharge (per Month):

(1) \$25.00 per month applicable to a Customer who has not executed a Grinder Pump Service Agreement by which the Customer assumes the responsibility for maintenance of the Grinder Pump.

(e) Wastewater Strength Surcharge (Effective on January 1, 2016):

(1) Customer shall pay a surcharge calculated from the formula provided in the Schedule for discharges into the WTCPUA's System that exceed the Requisite Levels as provided in that Section. The unit charge for BOD (factor A) shall be set at \$0.49 per pound, and the unit charge for TSS (factor B) shall be \$0.40 per pound.



Water & Wastewater Rates

Residential Water Customers – Monthly water charges include: billing, metering, collections, customer service, and servicing / monitoring of fire hydrants.

Meter Size	Retail Meter Equivalent Charge
5/8*	\$7.10
3/4	\$13.00
1	\$15.00
1½	\$26.00
2	\$42.00
3	\$71.00
4	\$136.00
6	\$275.00
8	\$916.00
10	\$1,106.00
12	\$1,336.00

*5/8 is the average residential customer meter size

Five-Tier Fixed Charge – Based on total billed water consumption for the billing period.

Gallons of Water	Fixed Charge
0 - 2,000 Gallons	\$1.25
2,001 - 6,000 Gallons	\$3.55
6,001 - 11,000 Gallons	\$9.25
11,001 - 20,000 Gallons	\$29.75
20,001 - over Gallons	\$29.75

Five-Tier Volume Charge – Rate is charged per 1,000 gallons of total billed water consumption for the billing period. Customers must meet qualifications for [Community Assistance Program \(CAP\) rates](#).

Gallons of Water	Non-CAP	CAP
0 - 2,000 Gallons	\$3.03	\$2.50
2,001 - 6,000 Gallons	\$4.90	\$4.13
6,001 - 11,000 Gallons	\$8.41	\$6.74
11,001 - 20,000 Gallons	\$12.77	\$11.58
20,001 - over Gallons	\$14.28	\$14.28

Reserve Fund Surcharge – fee goes into a restricted reserve fund to offset water service revenue shortfalls that may impact operations and services. This **\$0.19** surcharge is billed per each 1,000 gallons billed.

Community Benefit Charge – fee charged per 1,000 gallons of water and wastewater billed for the billing period to Non-CAP customers to fund the Customer Assistance Program (CAP). This \$0.15 charge is billed per 1,000 gallons.

Residential Wastewater Customers – A monthly wastewater charge of **\$10.30** includes the costs of billing, collections, customer service and other account management services.

Two-Tier Volume Charge – Rate is charged per 1,000 gallons of wastewater billed during the billing period. The amount of wastewater billed is based upon water usage during the [Wastewater Averaging period](#), or monthly water consumption, whichever is lower.

Gallons of Water	Volume Charge Non-CAP	Volume Charge CAP
0 - 2,000 Gallons	\$5.15	\$4.50
2,001 – or more Gallons	\$10.20	\$8.80

ITEM E

Section 2.04. General Provisions for Water and Wastewater Service

2.04 (j) New Non-Standard Service Application Processing: Customer Service Applications for New NonStandard Service will be processed through the WTCPUA’s Service Extension Request (SER) process. Applicants will be invoiced for an initial SER Application Fee. All invoices for SER Application Fees will be generated with the WTCPUA’s billing software system. All fees shall be submitted through the WTCPUA’s Customer Service Center. The SER Application Fee is determined based upon the number of Living Unit Equivalents requested in the application and is set forth in Appendix C. The SER Application Fee recovers expenses associated with PUA staff time associated with application processing. In addition to the SER Application Fee, the Applicant may also be required to pay additional fees for outside consulting and/or legal services. These fees will be based upon actual cost of the services rendered...

APPENDIX C

West Travis County Public Utility Agency Miscellaneous Fees and Charges

(s) Engineering review fee as described in Section 2.04 (j) and Section 5.14 Actual cost

(t) Legal review fee as described in Section 2.04 (j) and Section 5.15 Actual cost

(u) SER Application Fee as described in Section 5.16

<u>LUEs</u>	<u>Base Fee</u>
1-10	\$850
11-50	\$2,000
51-250	\$4,800
250-1000	\$9,500
> 1000	\$19,000