

C.I.P. PROJECTS LEGEND

PROPOSED

LEGEND

- WTCPUA WATER SYSTEM BOUNDARY
- EXISTING CIP FACILITIES
- PROPOSED CIP FACILITIES
- REGIONAL BOUNDARIES
- EXISTING WHOLESALE CUSTOMERS
- SERVICE PRELIM RETAIL

EXISTING C.I.P.

- GROUNDWATER FEASIBILITY STUDY
- RAW WATER LINE & WTP EXPANSION PER
- S.H. 71 WATER SYSTEM MODELING
- U.S. 290 WATER SYSTEM MODELING

PROPOSED C.I.P.

- SYSTEM WIDE
- S.H. 71 WATER SYSTEM MODELING & ANALYSIS
- U.S. 290 WATER SYSTEM MODELING & ANALYSIS

PRELIMINARY DRAWING FOR PLANNING PURPOSES ONLY

Murfee Engineering Company Texas Registered Engineering Firm F-353 1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746, (512) 327-9004		
WEST TRAVIS COUNTY P.U.A. IMPACT FEE STUDY 2024		
DATE: 10/1/2024	JOB NO: 11461-184	SCALE: AS NOTED
DESIGNED BY: GMM	DRAWN BY: RLW	CHECKED BY: GMM

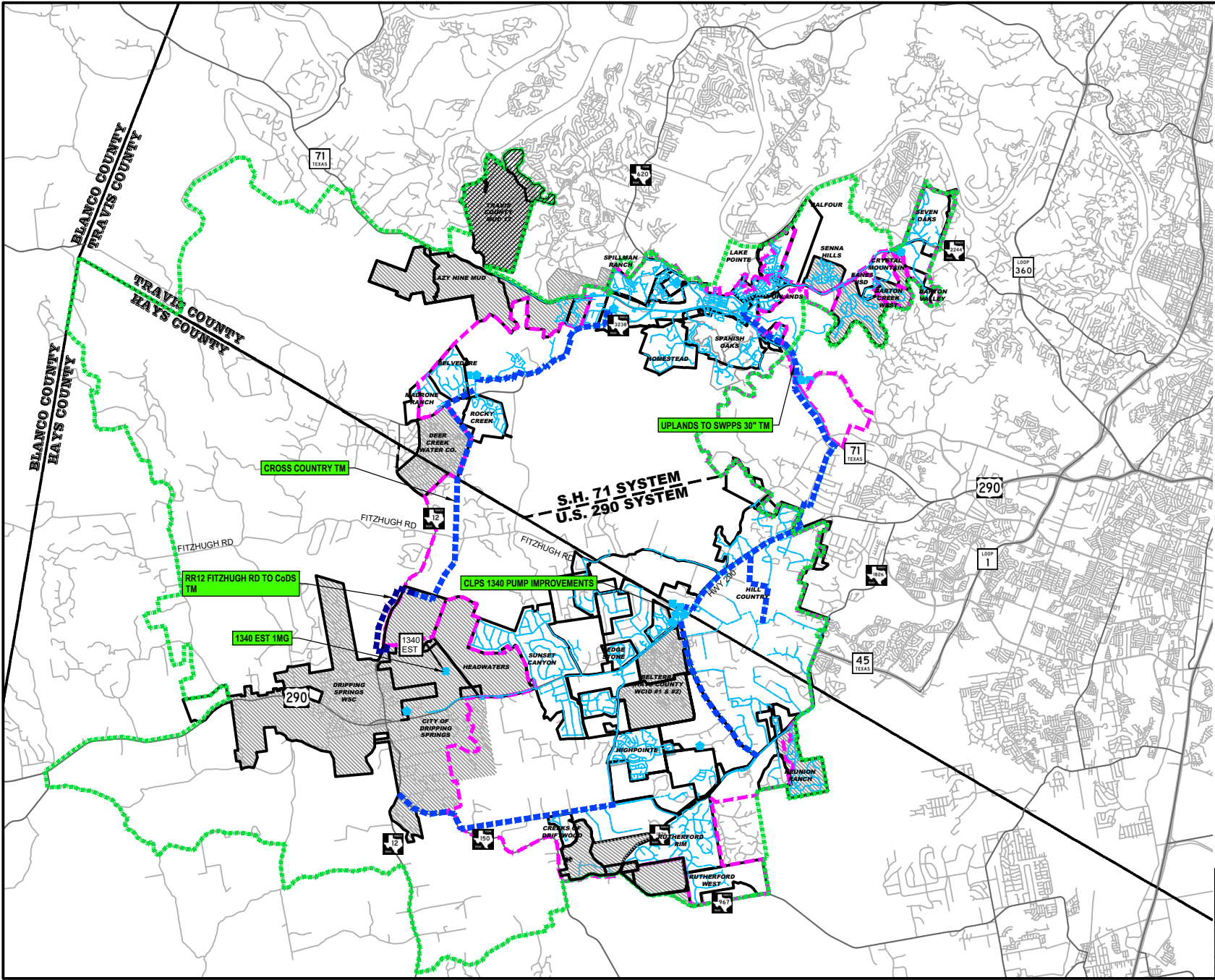
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APPENDIX A-2:
Proposed 2024 Water CIP Exhibit



LEGEND

- WTCPLIA WATER SYSTEM BOUNDARY
- EXISTING CIP FACILITIES
- PROPOSED CIP FACILITIES
- REGIONAL BOUNDARIES
- EXISTING WHOLESALE CUSTOMERS
- SERVICE PRELIM RETAIL



**PRELIMINARY DRAWING
FOR PLANNING PURPOSES ONLY**

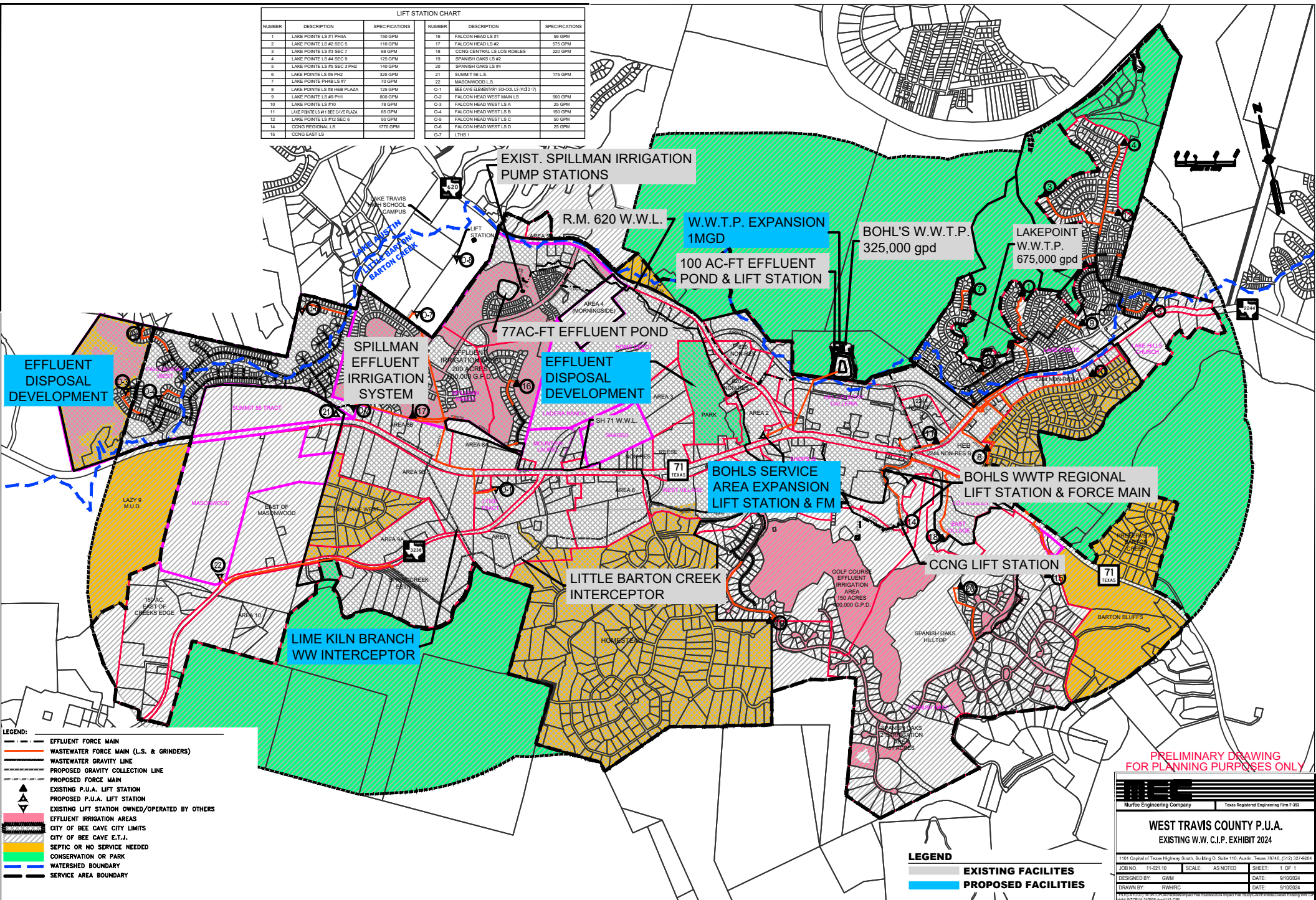
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<p>WEST TRAVIS COUNTY P.U.A. IMPACT FEE STUDY 2024</p>		
DATE: 10/1/2024	JOB NO: 11401-184	SCALE: AS NOTED
DESIGNED BY: GMM	DRAWN BY: RLW	CHECKED BY: GMM

PLOT DATE: 2024.10.15
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APPENDIX B-1:
Existing 2024 Wastewater CIP

LIFT STATION CHART					
NUMBER	DESCRIPTION	SPECIFICATIONS	NUMBER	DESCRIPTION	SPECIFICATIONS
1	LAKE POINTS LS #1 PHA	150 GPM	16	FALCON HEAD LS #1	50 GPM
2	LAKE POINTS LS #2 SEC 5	110 GPM	17	FALCON HEAD LS #2	50 GPM
3	LAKE POINTS LS #3 SEC 7	68 GPM	18	CCNG CENTRAL LS LOS ROBLES	220 GPM
4	LAKE POINTS LS #4 SEC 9	125 GPM	19	SPANISH OAKS LS #2	
5	LAKE POINTS LS #5 SEC 3 PH2	140 GPM	20	SPANISH OAKS LS #4	
6	LAKE POINTS LS #6 PH2	220 GPM	21	SUMMIT ST LS	
7	LAKE POINTS PHB LS #7	70 GPM	22	MASONWOOD LS	175 GPM
8	LAKE POINTS #8 HEB PLAZA	125 GPM	O-1	BEE CAVE ELEMENTARY SCHOOL LS (WCD '1)	
9	LAKE POINTS #9 PH1	800 GPM	O-2	FALCON HEAD WEST MAIN LS	500 GPM
10	LAKE POINTS LS #10	70 GPM	O-3	FALCON HEAD WEST LS A	25 GPM
11	LAKE POINTS #11 BEE CAVE PLAZA	65 GPM	O-4	FALCON HEAD WEST LS B	150 GPM
12	LAKE POINTS #12 SEC 6	50 GPM	O-5	FALCON HEAD WEST LS C	50 GPM
14	CCNG REGIONAL LS	1770 GPM	O-6	FALCON HEAD WEST LS D	25 GPM
15	CCNG EAST LS		O-7	LTHB '1	



LEGEND:

- EFFLUENT FORCE MAIN
- WASTEWATER FORCE MAIN (L.S. & GRINDERS)
- WASTEWATER GRAVITY LINE
- PROPOSED GRAVITY COLLECTION LINE
- PROPOSED FORCE MAIN
- ▲ EXISTING P.U.A. LIFT STATION
- ▲ PROPOSED P.U.A. LIFT STATION
- ▲ EXISTING LIFT STATION OWNED/OPERATED BY OTHERS
- EFFLUENT IRRIGATION AREAS
- CITY OF BEE CAVE CITY LIMITS
- CITY OF BEE CAVE E.T.J.
- SEPTIC OR NO SERVICE NEEDED
- CONSERVATION OR PARK
- WATERSHED BOUNDARY
- SERVICE AREA BOUNDARY

LEGEND

- EXISTING FACILITIES
- PROPOSED FACILITIES

PRELIMINARY DRAWING FOR PLANNING PURPOSES ONLY

Murfee Engineering Company
Texas Registered Engineering Firm F-333

WEST TRAVIS COUNTY P.U.A.
EXISTING W.W. C.I.P. EXHIBIT 2024

1101 Capitol of Texas Highway, South, Building D, Suite 110, Austin, Texas 78746, (512) 321-6204

JOB NO: 11-021-10	SCALE: AS NOTED	SHEET: 1 OF 1
DESIGNED BY: GWM	DATE: 9/10/2024	
DRAWN BY: RW/RC	DATE: 9/10/2024	

I hereby certify that I am a duly Licensed Professional Engineer in the State of Texas, License No. 10000, and I am the author of the design shown on this drawing.

APPENDIX B-2:
Proposed 2024 Wastewater CIP

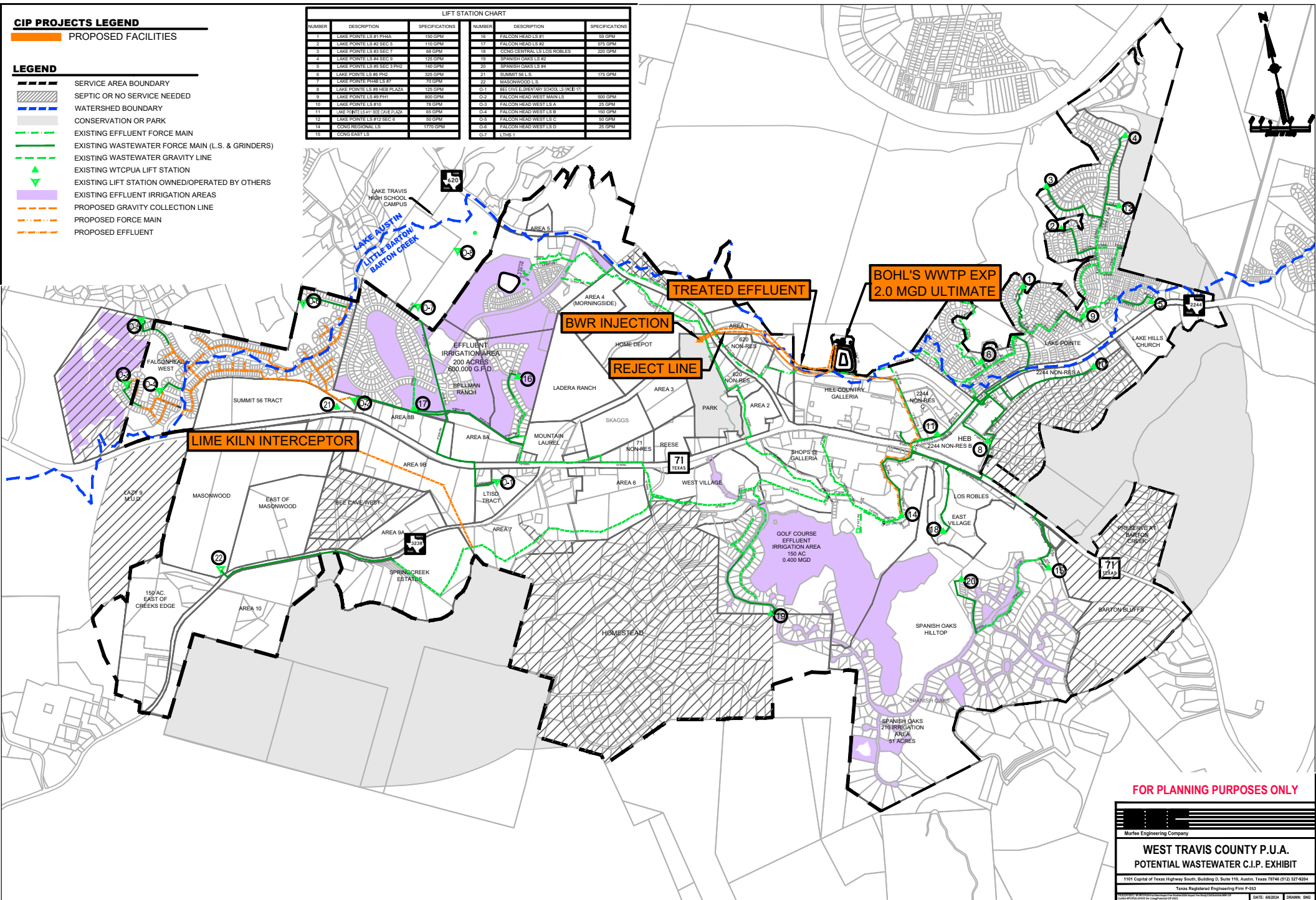
CIP PROJECTS LEGEND

PROPOSED FACILITIES

LEGEND

- SERVICE AREA BOUNDARY
- SEPTIC OR NO SERVICE NEEDED
- WATERSHED BOUNDARY
- CONSERVATION OR PARK
- EXISTING EFFLUENT FORCE MAIN
- EXISTING WASTEWATER FORCE MAIN (L.S. & GRINDERS)
- EXISTING WASTEWATER GRAVITY LINE
- EXISTING WTCPUA LIFT STATION
- EXISTING LIFT STATION OWNED/OPERATED BY OTHERS
- EXISTING EFFLUENT IRRIGATION AREAS
- PROPOSED GRAVITY COLLECTION LINE
- PROPOSED FORCE MAIN
- PROPOSED EFFLUENT

LIFT STATION CHART					
NUMBER	DESCRIPTION	SPECIFICATIONS			
1	LAKE PONTE LS #1 PHA1	150 GPM	16	FALCON HEAD LS #1	50 GPM
2	LAKE PONTE LS #2 SEC 5	110 GPM	17	FALCON HEAD LS #2	230 GPM
3	LAKE PONTE LS #3 SEC 7	85 GPM	18	COING CENTRAL LS LOS ROBLES	220 GPM
4	LAKE PONTE LS #4 SEC 9	125 GPM	19	SPANISH OAKS LS #2	
5	LAKE PONTE LS #5 SEC 3 PH2	140 GPM	20	SPANISH OAKS LS #4	
6	LAKE PONTE LS #6 PH2	325 GPM	21	SUMMIT 56	175 GPM
7	LAKE PONTE PRBLE LS #7	70 GPM	22	MASONWOOD L.S.	
8	LAKE PONTE LS #8 HEB PLAZA	125 GPM	0-1	HEE CAVE ELEMENTARY SCHOOL LS (W/D 17)	
9	LAKE PONTE LS #9 PH1	800 GPM	0-2	FALCON HEAD WEST MAIN LS	500 GPM
10	LAKE PONTE LS #10 PH2	110 GPM	0-3	FALCON HEAD WEST LS A	50 GPM
11	LAKE PONTE LS #11 HEB CAVE PLAZA	65 GPM	0-4	FALCON HEAD WEST LS B	100 GPM
12	LAKE PONTE LS #12 SEC 6	50 GPM	0-5	FALCON HEAD WEST LS C	50 GPM
13	COING REGIONAL LS	1770 GPM	0-6	FALCON HEAD WEST LS D	25 GPM
14	COING EAST LS		0-7	LH# 1	



FOR PLANNING PURPOSES ONLY

Murfo Engineering Company

WEST TRAVIS COUNTY P.U.A.
POTENTIAL WASTEWATER C.I.P. EXHIBIT

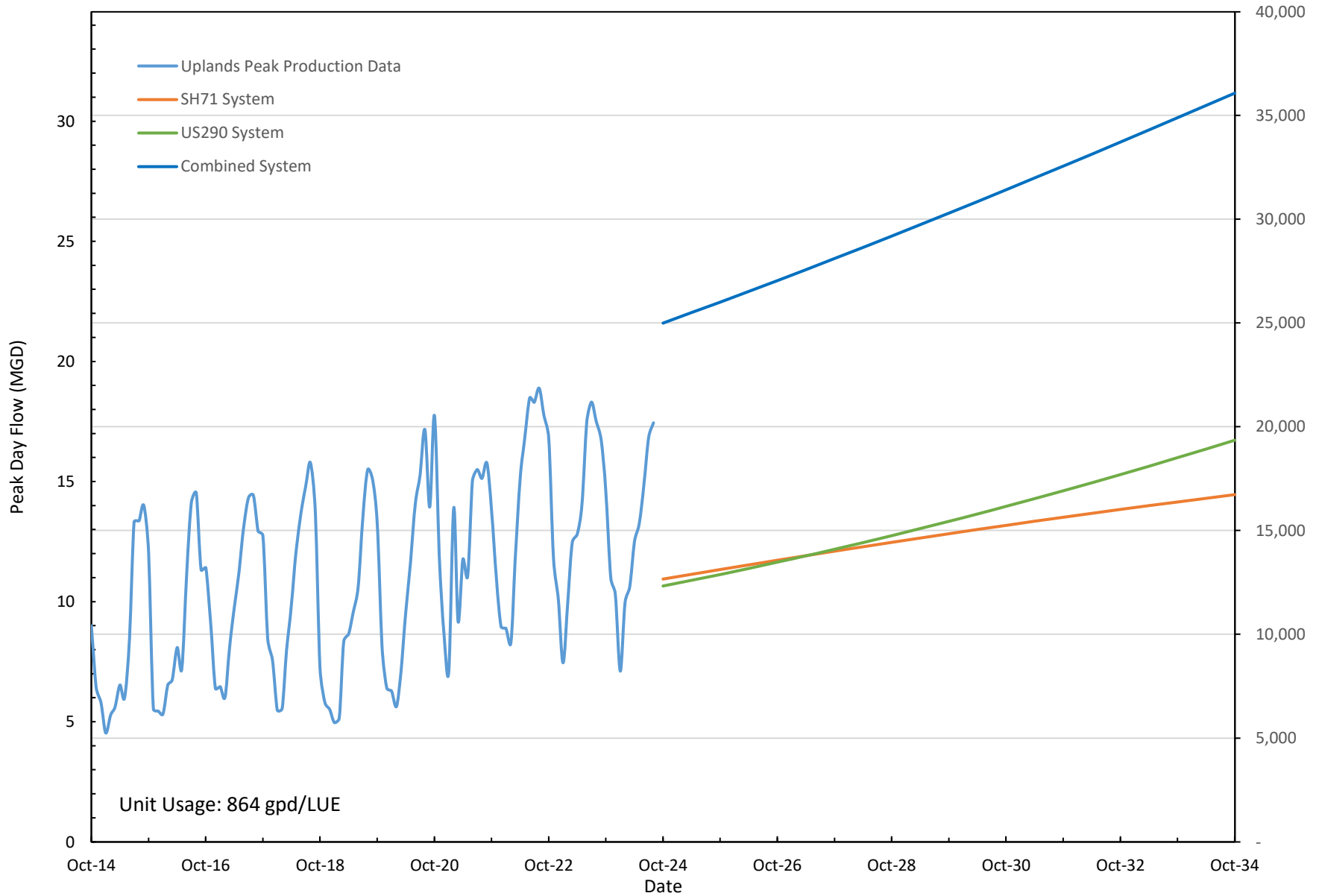
1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746 (512) 327-0204

Texas Registered Engineering Firm F-353

DATE: 06/20/24 DRAWN: SMO

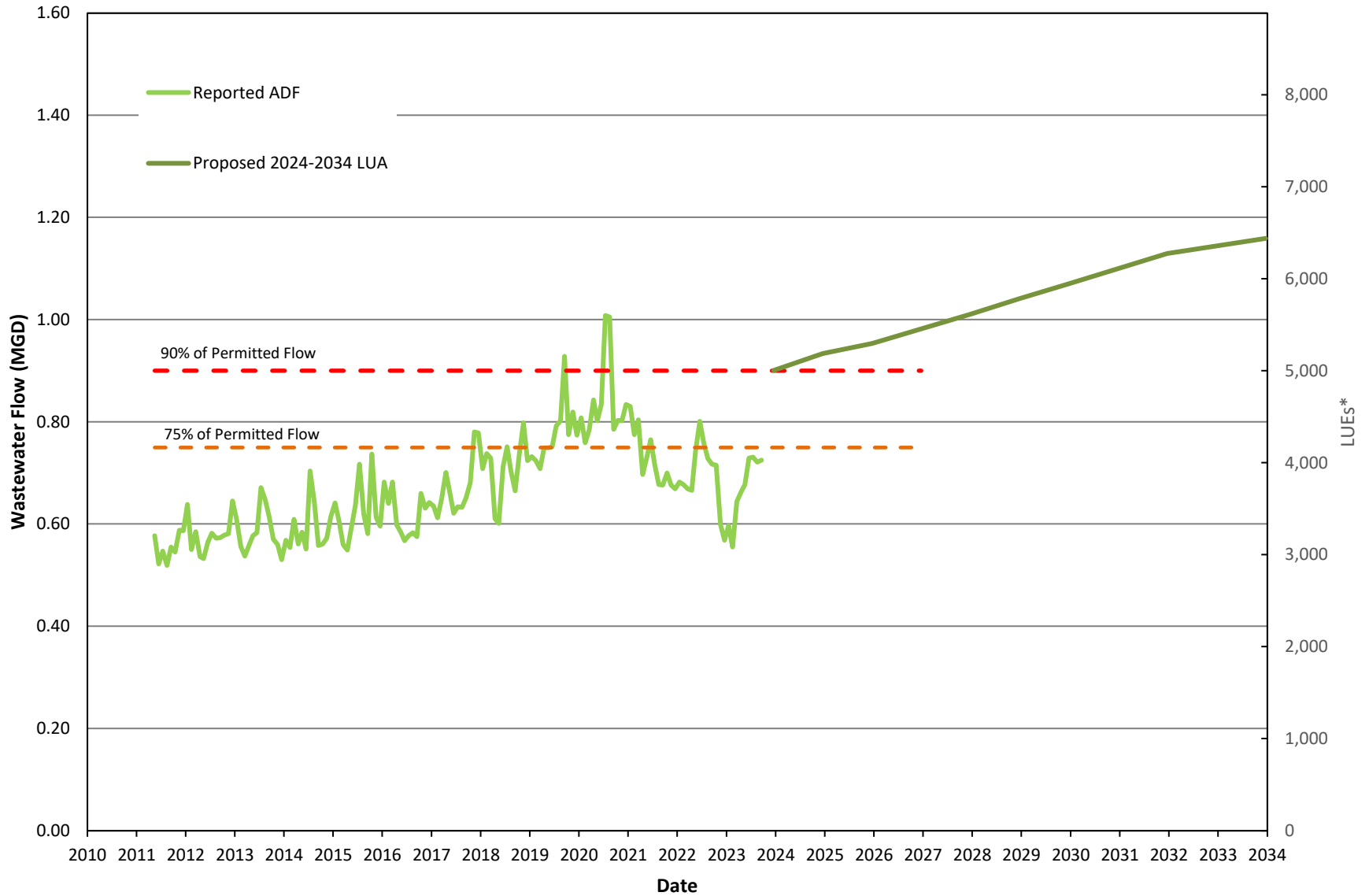
APPENDIX C:
Water LUEs Summary Figures

WTCPUA - Water LUA Summary 2024



APPENDIX D:
Wastewater LUA Summary Figure

WTCPUA - Wastewater LUA Summary 2024



*Note: LUE= 180 gpd/LUE

APPENDIX E:

CIP Tables

E-1 Total Capital Allocated to Growth

E-2 Growth Allocation Existing Projects - Water

E-3 Growth Allocation Proposed 2024 CIP Projects - Water

E-4 Growth Allocation Existing Projects-Wastewater

E-5 Growth Allocation Proposed 2024 CIP Projects - Wastewater

E-1 Total Capital Allocated to Growth

Table E-1 Total Capital Allocated to Growth

WATER

Proposed 2024 CIP Projects

System	Total Capital Allocated to Growth					Unit Cost	Combined*
	2024-2034 LUE Projected Growth	Existing	2024 CIP	Total	Total		
System-Wide	12,305	\$ 8,588,546	\$ 76,958,387	\$ 85,546,933	\$ 6,952.21		
US290	7,173	\$ 10,660,943	\$ 56,766,738	\$ 67,427,682	\$ 9,400.21	\$ 16,352.42	
SH71	3,995	\$ 4,917,377	\$ 8,339,413	\$ 13,256,790	\$ 3,318.35	\$ 10,270.55	

* - unadjusted maximum allowable

WASTEWATER

2024 Impact Fee Study

System	Total Capital Allocated to Growth				Unit Cost
	LUEs	Existing	2024 CIP	Total	
System-Wide	1,561	\$ 8,186,714	\$ 17,420,500	\$ 25,607,214	\$ 16,404.37

* - unadjusted maximum allowable

E-2 Growth Allocation Existing Projects - Water

Table E-2 Growth Allocation Existing Projects - Water

WTCPUA Capital Improvements Program - Water									
Existing CIP Projects									
Project	Project Cost	Capacity (MGD or LUEs)	Current Capacity Used (MGD or LUEs)	Capacity Used 2024-2034 (MGD or LUEs)	Allocation for Current Capacity	Allocation for 2024-2034	Cost Allocation - Current	Cost Allocation - Growth	
System-wide									
System Hydraulic Modelling (2022)	\$ 75,917	N/A	N/A	N/A	10%	90%	\$ 7,592	\$ 68,325	
Uplands WTP Chem Building*	\$ 2,141,458	20	19.5	0.5	98%	2%	\$ 2,087,922	\$ 53,536	
Uplands WTP Ph1 (2012)	\$ 299,650	20	19.5	0.5	98%	2%	\$ 292,159	\$ 7,491	
Uplands WTP*	\$ 40,249,533	20	19.5	0.5	98%	2%	\$ 39,243,295	\$ 1,006,238	
Uplands Raw Water Intake Expansion*	\$ 416,305	20	19.5	0.5	98%	2%	\$ 405,897	\$ 10,408	
High Service Pump Station 8MGD-14MGD*	\$ 4,034,066	20	19.5	0.5	98%	2%	\$ 3,933,214	\$ 100,852	
Uplands Clearwell No. 2*	\$ 997,229	20	19.5	0.5	98%	2%	\$ 972,298.28	\$ 24,931	
Groundwater Feasibility Study	\$ 40,000	N/A	N/A	N/A	84%	16%	\$ 33,600	\$ 6,400	
Raw Water Line & (Uplands) WTP Expansion PER	\$ 173,726	N/A	N/A	N/A	28%	72%	\$ 48,643.28	\$ 125,083	
Raw Water Pump Station Expansion (Phase I) (3MGD)	\$ 1,592,603	3	0.4	2.6	13%	87%	\$ 212,347.07	\$ 1,380,256	
Raw Water Transmission Main No. 2	\$ 6,182,157	16.5	1.4	15.1	8%	92%	\$ 524,546.65	\$ 5,657,610	
Raw Water Transmission Main No. 2 Chlorine Injection Improvements	\$ 161,083	16.5	1.4	15.1	8%	92%	\$ 13,667.65	\$ 147,415	
Subtotal	\$ 56,363,727						\$ 47,775,181	\$ 8,588,546	
SH71 System									
HPR GST2	\$ 1,669,785	5000	200	2000	4%	96%	\$ 66,791	\$ 1,602,994	
West Bee Cave PS Upgrade (Phases III) ¹	\$ 178,073	2500	200	2000	8%	92%	\$ 14,246	\$ 163,827	
Lazy 9 SW 71 (20") Transmission Main*	\$ 3,090,461	20	19.5	0.5	98%	2%	\$ 3,013,199	\$ 77,262	
71 System Modeling	\$ 49,578	N/A	N/A	N/A	84%	16%	\$ 41,645.52	\$ 7,932	
SH71 EST (1.0 Mgal)	\$ 2,169,142	3000	1350	1650	45%	55%	\$ 976,114	\$ 1,193,028	
Misc. Improvements for 1280 Pressure Plane	\$ 177,037	3000	1350	1650	45%	55%	\$ 79,667	\$ 97,370	
West Bee Cave PS Upgrade (Phase I) (Add pump 4)	\$ 67,711	750	650	100	87%	13%	\$ 58,683	\$ 9,028	
West Bee Cave PS Upgrade (Phase II) (GST No2) ²	\$ 1,448,644	5000	50	4950	1%	99%	\$ 14,486	\$ 1,434,158	
Transmission Main from Uplands Plant to Bee Cave Pump Station (1080-16)*	\$ 1,556,779	20	19.5	0.5	98%	2%	\$ 1,517,860	\$ 38,919	
Crystal Mountain EST*	\$ 1,917,518	20	19.5	0.5	98%	2%	\$ 1,869,580	\$ 47,938	
Senna Hills Bypass Line*	\$ 559,677	20	19.5	0.5	98%	2%	\$ 545,685	\$ 13,992	
HPR 1280 Pump Station Water	\$ 330,552	20	19.5	0.5	98%	2%	\$ 322,288	\$ 8,264	
HPR Water Line*	\$ 6,624,510	20	19.5	0.5	98%	2%	\$ 6,458,897	\$ 165,613	
Home Depot Pump Station*	\$ 392,792	20	19.5	0.5	98%	2%	\$ 382,972	\$ 9,820	
Home Depot Pump Station Expansion & Conversion	\$ 31,838	20	19.5	0.5	98%	2%	\$ 31,042	\$ 796	
Home Depot Ground Storage Tank*	\$ 147,043	20	19.5	0.5	98%	2%	\$ 143,367	\$ 3,676	
Bee Cave Ground Storage Tank, Pump Station & Piping (off Cuernevaca)*	\$ 699,851	20	19.5	0.5	98%	2%	\$ 682,355	\$ 17,496	
Bee Cave Waterline to Cuernevaca*	\$ 990,492	20	19.5	0.5	98%	2%	\$ 965,730	\$ 24,762	
HPR Conversion and Upgrade to 1,500 gpm	\$ 530	375	20	355	5%	95%	\$ 28	\$ 502	
Subtotal	\$ 22,102,013						\$ 17,184,636	\$ 4,917,377	
US290 System									
1240 EST	\$ 4,491,000	2250	662	1588 LUEs	29%	71%	\$ 1,321,352	\$ 3,169,648	
1420 Pump Station Upgrade ²	\$ 649,509	3000	150	1100	5%	95%	\$ 32,475	\$ 617,034	
1340 TM (Sawyer Ranch Road Ext)	\$ 1,515,839	4500	2000	2500	44%	56%	\$ 673,706	\$ 842,133	
1340 Pump Station	\$ 1,863,638	2250	2000	250	89%	11%	\$ 1,656,567	\$ 207,071	
SWPPS Upgrade GST2 Phase 2 ³	\$ 1,746,824	9500	500	9000	5%	95%	\$ 91,938	\$ 1,654,886	
County Line Pump Station Upgrade*	\$ 1,684,429	20	19.5	0.5	98%	2%	\$ 1,642,318	\$ 42,111	
290 Pipeline*									
24" SWPPS to County Line	\$ 12,841,593	20	19.5	0.5	98%	2%	\$ 12,520,553	\$ 321,040	
20" County Line to 1420 EST	\$ 3,411,212	20	19.5	0.5	98%	2%	\$ 3,325,932	\$ 85,280	
SH71 20" Transmission Main*	\$ 3,630,945	20	19.5	0.5	98%	2%	\$ 3,540,171	\$ 90,774	
20" Main Uplands to SWPPS Easements*	\$ 506,714	20	19.5	0.5	98%	2%	\$ 494,046	\$ 12,668	
1420 EST*	\$ 2,197,353	20	19.5	0.5	98%	2%	\$ 2,142,419	\$ 54,934	
Sawyer Ranch Road Ph 1 20"*	\$ 1,183,948	20	19.5	0.5	98%	2%	\$ 1,154,349	\$ 29,599	
Sawyer Ranch Road Ph 1 (Darden Hill)*	\$ 1,293,619	20	19.5	0.5	98%	2%	\$ 1,261,279	\$ 32,340	
SWPPS Upgrade to 5,900 gpm & GST1*	\$ 243,213	20	19.5	0.5	98%	2%	\$ 237,133	\$ 6,080	
SWPPS Upgrade Phase 1 GST	\$ 1,960,902	20	19.5	0.5	98%	2%	\$ 1,911,879	\$ 49,023	
1826 Phase IV 16" Water Line*	\$ 1,006,560	20	19.5	0.5	98%	2%	\$ 981,396	\$ 25,164	
1826 Phase IV 16" Water Line	\$ 48,480	20	19.5	0.5	98%	2%	\$ 47,268	\$ 1,212	
US290 System Modeling	\$ 79,955	N/A	N/A	N/A	84%	16%	\$ 67,162	\$ 12,793	
1340 EST	\$ 2,399,334	3000	1000	2000	33%	67%	\$ 799,778	\$ 1,599,556	
1340 Transmission	\$ 2,711,399	3000	1000	2000	33%	67%	\$ 903,800	\$ 1,807,599	
Subtotal	\$ 45,466,466						\$ 34,805,523	\$ 10,660,943	
TOTALS	\$ 123,932,206						\$ 99,765,340	\$ 24,166,866	

*Denotes Projects Constructed by the LCRA, Purchased by WTCPUA

1. WBPS PH II & PH III projects separated. Phase II completed in 2020, consisting of a 0.5MG tank at 1LUE/200 gallons of capacity. Phase III construction started in 2021 & has been completed.

2. Two 900 GPM Pumps Under Construction June 2021

3. GST 2: Second of two 950,000 Gal GST tanks Under Construction, one 750,000 GST Tank Demolished, Increase 1.15 MG (2018 IFA Project Capacity Increase 0.75MG), 200gpm/connection 500,000 gal tank

E-3 Growth Allocation Proposed 2024 CIP Projects - Water

Table E-3 Growth Allocation Proposed Projects CIP - Water

WTCPUA Capital Improvements Program - Water						
Proposed CIP Projects						
Project	Planning Horizon	Project Costs	Completion Year Scheduled	Capacity (increase)	Capacity Allocation - Growth	Cost Allocation - Growth
System-wide						
CIP Projects						
CIP 2024/Impact Fee Study 2024		\$ 150,000	2024	N/A	100%	\$ 150,000
Uplands WTP Expansion to 33MGD (13 MGD) ¹		\$ 80,000,000	2027	13 MGD	93%	\$ 74,400,000
HPR TM No. 2 Upsize (West Bee Cave to HPR) ⁷		\$ 2,000,000	2027	3100 LUEs	2400 LUEs	\$ 1,548,387
Ranch Road 12 16" TM (HPR to Fitzhugh) ⁸		\$ -	2034	5200 LUEs	2100 LUEs	\$ -
Raw Water Pump Station Expansion (Phase II - PER Only) ⁹		\$ -	2033	7 MGD	15%	\$ -
Additional Water Supply Development ⁵		\$ 1,000,000	2033	N/A	86%	\$ 860,000
Subtotal		\$ 83,150,000				\$ 76,958,387
SH71 System						
CIP Projects						
1080 Bee Cave Transmission Main (Seg A+B) ²		\$ 10,247,968	2025	15229 LUEs	9950 LUEs	\$ 6,696,000
West Bee Cave PS Upgrade (Electrical & Pumping)		\$ 1,560,000	2026	4200LUEs	2100 LUEs	\$ 780,000
HPR TM No. 2 (West Bee Cave to HPR)		\$ 1,760,000	2027	1963 LUEs	963 LUEs	\$ 863,413
Subtotal		\$ 13,567,968				\$ 8,339,413
US290 System						
CIP Projects						
Uplands WTP 30" TM to SWPPS Easement Acquisition ⁶		\$ 1,000,000	2027	18350 LUEs	9175 LUEs	\$ 500,000
RR 12 Fitzhugh to CoDS TM		\$ 6,000,000	2027	5200 LUEs	2200 LUEs	\$ 2,538,000
1340 PS (HPR) ¹⁰		\$ 2,822,400	2028	5200 LUEs	2100 LUEs	\$ 1,139,815
1340 EST at CoDS ³		\$ 4,000,000	2025	5200 LUEs	4350 LUEs	\$ 3,346,000
Cross Country 16" TM		\$ 6,800,000	2027	5200 LUEs	2200 LUEs	\$ 2,876,923
CLPS 1340 Pump Improvements		\$ 2,725,000	2027	2500 LUEs	2500 LUEs	\$ 2,725,000
Nutty Brown 12" TM		\$ 5,640,000	2028	2900 LUEs	1000 LUEs	\$ 1,945,000
30" Parallel TM 2 (SWPPS to County Line)		\$ 32,780,000	2027	12000 LUEs	8810 LUEs	\$ 24,066,000
SWP PS Modifications		\$ 4,950,000	2025	12000 LUEs	8810 LUEs	\$ 3,634,000
Darden Hill RD 16" WL		\$ 8,000,000	2034	5200 LUEs	1800 LUEs	\$ 2,769,000
Fitzhugh Road 16" TM (CLPS to Crumley) ⁸		\$ -	2034	5200 LUEs	3800 LUEs	\$ -
Fitzhugh Road 16" TM (Crumley to RR12) ⁸		\$ -	2034	5200 LUEs	2200 LUEs	\$ -
1240 Conversion Water Line		\$ 4,400,000	2027	2700	2250	\$ 3,667,000
RM1826 Phase V 16" ⁴		\$ -	TBD			\$ -
Heritage Oaks Loop Line ⁴		\$ -	TBD			\$ -
Circle Drive Pump Station & GST		\$ 7,560,000	2027	3000	3000	\$ 7,560,000
Subtotal		\$ 86,677,400				\$ 56,766,738
TOTALS		\$ 183,395,368				\$ 142,064,539

1. Building, site improvements, electrical, & controls incorporated into 2024 expansion.
2. Additional Cost from 2018/2021 IFA, due to constraints in alignment, construction cost increase; easement delays and cost required phased construction
3. 1.0 MGD; Support Growth Fitzhugh Road to CoDS
4. Projects unnecessary in 10-year projected LUA growth phase; proposed capacity to be replaced by Nutty Brown and Fitzhugh TMs
5. AWS PER currently underway to study an increase in capacity in future expansions beyond the 10 year planning period
6. 2021 CIP Prop. Hwy 71 Parallel 20" TM2 (Uplands to SWPPS)
7. \$2,000,000 is the cost to oversize the Masonwood Development 16" TM to a 20" TM.
8. Project unnecessary in 10-year projected LUA growth phase; proposed capacity to be replaced by Cross Country 16" TM and CLPS 1340 Improvements.
9. Future expansion in coordination with AWS PER.
10. Moved to US290 system from System Wide as support for delivery of water to the City of Dripping Springs.

E-4 Growth Allocation Existing Projects-Wastewater

Table E-4 Growth Allocation Existing Projects - Wastewater

WTCPUA Capital Improvements Program - Wastewater									
Existing CIP Projects									
Project	Project Cost	Capacity (MGD)	Current Capacity Used (MGD)	Capacity Used 2024-2034 (MGD)	Allocation for Current Capacity	Allocation for 2024-2034	Cost Allocation - Current	Cost Allocation - Growth	
Lake Pointe WWTP*	\$ 15,317,630	0.675	0.590	0.085	87%	13%	\$ 13,388,743	\$ 1,928,887	
Bee Cave Regional System*	\$ 8,499,620	1.0	0.800	0.200	80%	20%	\$ 6,799,696	\$ 1,699,924	
Spillman Effluent Irrigation System*	\$ 530,458	1.0	0.800	0.200	80%	20%	\$ 424,366	\$ 106,092	
CCNG Lift Station*	\$ 141,970	1.0	0.800	0.200	80%	20%	\$ 113,576	\$ 28,394	
RM 620 WW Line*	\$ 1,262,030	1.0	0.800	0.200	80%	20%	\$ 1,009,624	\$ 252,406	
SH71 WW Line*	\$ 998,809	1.0	0.800	0.200	80%	20%	\$ 799,047	\$ 199,762	
Bohls Effluent Pond and Lift Station	\$ 3,784,993	0.325	0.290	0.035	89%	11%	\$ 3,377,378	\$ 407,615	
Bohls WWTP	\$ 5,602,394	0.325	0.290	0.035	89%	11%	\$ 4,999,059	\$ 603,335	
Bohls WWTP Regional Lift Station/FM	\$ 2,100,864	0.325	0.290	0.035	89%	11%	\$ 1,874,617	\$ 226,247	
Little Barton Creek Interceptor*	\$ 2,851,077	0.267	0.038	0.229	14%	86%	\$ 403,021	\$ 2,448,056	
Master Planning & Permitting	\$ 310,867	N/A	N/A	N/A	8%	92%	\$ 24,869	\$ 285,998	
TOTALS	\$ 41,400,712						\$ 33,213,998	\$ 8,186,714	

*Denotes Projects Constructed by the LCRA, Purchased by WTCPUA

1. Wastewater flow had a marginal increase in flow as calculated in Table 5; therefore percent allocations remain the same for the 2021 and 2024 Impact Fee Calculations

E-5 Growth Allocation Proposed 2024 CIP Projects - Wastewater

Table E-5 Growth Allocation Proposed Projects 2024 CIP - Wastewater

WTCPUA Capital Improvements Program - Wastewater						
Proposed 2024 CIP Projects						
Project	Planning Horizon Project Costs	Completion Year Scheduled	Capacity (increase)	Capacity Allocation - Growth	Cost Allocation - Growth	
2024 CIP Projects						
CIP 2024/Impact Fee Study 2024	\$ 35,500	2024	N/A	100%	\$ 35,500	
Bohls WWTP Expansion. ¹	\$ 15,000,000	2027	1.0 MGD	32%	\$ 4,800,000	
BWR & Effluent Disposal Injection Well ²	\$ -	2034	0.375 MGD	80%	\$ -	
BWR Phase 1 Supply/Reject FMs ²	\$ -	2034	0.5 MGD	60%	\$ -	
Lime Kiln Interceptor	\$ 2,870,000	2027	1800 LUEs	50%	\$ 1,435,000	
TLAP Disposal	\$ 8,000,000	2027	0.232 MGD	100%	\$ 8,000,000	
Effluent Line Extension	\$ 1,800,000	2027	0.232 MGD	100%	\$ 1,800,000	
Bohls Service Area Expansion Lift Station & Force Main	\$ 1,800,000	2034	500 LUEs	75%	\$ 1,350,000	
TOTALS	\$ 29,505,500				\$ 17,420,500	

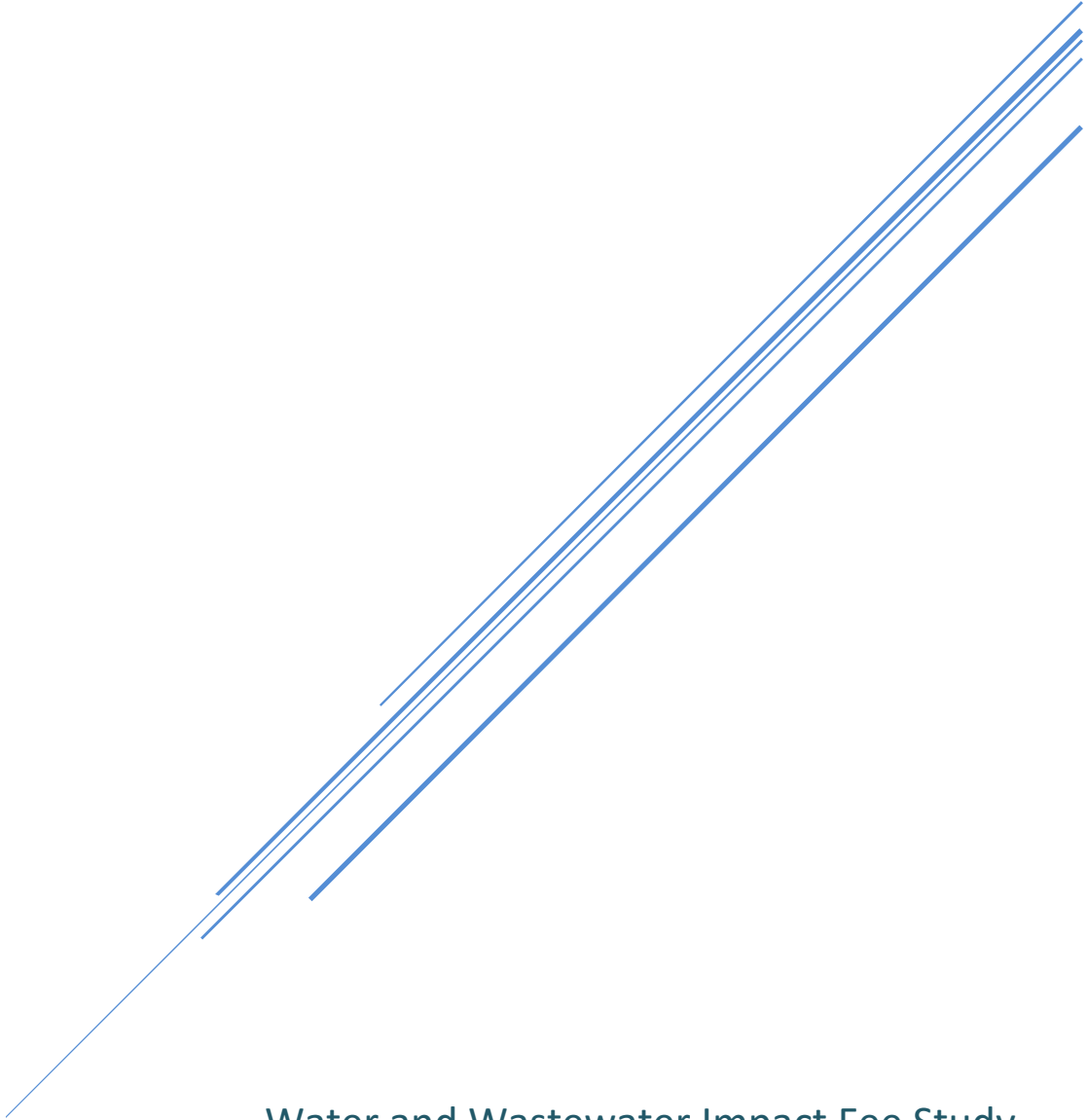
1. Increase in cost due to facility location space constraints, and BWR Phase 1 site relocation. Bohls expansion scope increased from 0.5 MGD to 1.0 MGD. Complete list of CIP Project expansions at Bohls' site, and potential Lake Pointe plant decommissioning, not listed due to no foreseeable allocation to growth.

2. BWR & DPR/Injection well not approved by TCEQ and no support from the board moving forward.

EXHIBIT B

TECHNICAL REPORT

West Travis County PUA



Water and Wastewater Impact Fee Study
November 2024

Nelisa Heddin Consulting
nheddin@nelisaheddinconsulting.com
(512) 589-1028



Executive Summary

The West Travis County Public Utility Agency (PUA) has retained Murfee Engineering Company, Inc. (MEC) and Nelisa Heddin Consulting (NH Consulting) to perform an update to the PUA's impact fee study. This report details the results of that analysis.

Table 1: Summary of Water CIP Projects

Water CIP Projects	System Wide	SH 71	US 290	Total
Existing Improvements	\$ 57,491,002	\$ 22,544,053	\$ 46,375,795	\$ 126,410,851
Previously Approved Future CIP	49,497,555	12,882,421	13,439,736	75,819,712
Newly Identified CIP	43,888,785	1,977,754	92,456,052	138,322,591
Total Improvements	\$ 150,877,342	\$ 37,404,228	\$ 152,271,583	\$ 340,553,153

Table 2: Summary of Wastewater CIP Projects

Wastewater CIP Projects	
Existing Improvements	\$ 42,228,726
Previously Approved Future CIP	28,283,746
Newly Identified CIP	5,274,109
Total Improvements	\$ 75,786,581

Table 3 provides the maximum allowable impact fee, including ad valorem tax credit for each scenario. Table 4 Provides a summary of the fees if assessed at 90%.

Table 3: Summary of Maximum Allowable Impact Fees (Including Ad Valorem Tax Credit)

Hwy 71 Water Impact Fee	\$ 18,068.70
US 290 Water Impact Fee	\$ 28,580.57
Wastewater Impact Fee	\$ 27,596.88



Table 4: 90% of Maximum Allowable Impact Fees

Hwy 71 Water Impact Fee	\$ 16,261.83
US 290 Water Impact Fee	\$ 25,722.52
Wastewater Impact Fee	\$ 24,837.19



Background

West Travis County Public Utility Agency

The PUA provides water and wastewater services to an estimated population of 60,000 people located in Travis and Hays counties. The PUA acquired the systems from the Lower Colorado River Authority (LCRA) in March 2012. Since that time, the PUA has continued to provide continuous and adequate service to the affected population.

The PUA was created in partnership through concurrent ordinances of the City of Bee Cave, Travis County Municipal Utility District #5 (now Lake Pointe Municipal Utility District), and Hays County as a vehicle to finance, own, and operate the West Travis County water and wastewater utility systems as a publicly owned utility. The PUA Board is currently comprised of five members, each appointed by each of the three sponsoring entities.

Installment Purchase Agreement

In order to purchase the systems by a public entity rather than a divestiture to a private for-profit utility, the PUA was required to retire the debt which LCRA had outstanding against the systems. In March 2012, the principal balance of that debt exceeded \$140M, plus interest accrual. However, many of LCRA's bonds were not "callable." As such, immediately retiring the bonds would require the payment of defeasance costs, which would have added significant costs to ratepayers.

In order to avoid payment of additional defeasance costs, the PUA entered into an installment purchase agreement with the LCRA, which outlined specific timing for installment payments through 2019. These installment payments coincided with "call dates" associated with LCRA's bonds. Installment payments consisted of the principal balance on the callable bonds, plus capitalized interest accrued. The PUA made its first installment payment to the LCRA in July 2012. Since that time, the PUA funded subsequent installment payments through the issuance of bonds. The PUA made its final \$15M installment payment to the LCRA in the Spring of 2019. Installment payments to the LCRA included both the principal balance on the bonds as well as accrued interest.

System Debt

Since its inception in 2012, the PUA has issued several series of revenue bonds. These issuances not only funded payments to the LCRA but also funded construction of existing and future capital improvement projects necessary to support regional growth.

In order to be rated for bonds, the PUA presented a financial pro forma which illustrated the PUA's ability to support its bonded indebtedness through rates and fees. In 2012, the PUA received an "A-" bond rating by Standard & Poors. In September, 2017 the PUA had its rating upgraded by Standard & Poors to "A positive" and "A1" by Moody's Investor Service. The PUA's rating was upgraded to "AA-" by Standard & Poors once again in December, 2022. This improved rating is due to increased cash reserves and improved operational and financial management of the utility, including significant cost reductions and revenue enhancements. Standard and Poors states that "the upgrade reflects conservative management that has enabled the system to have consistently very strong financial metrics and a manageable capital improvement program to deal with demand growth."



System Revenues and Expenses

The PUA is a non-taxing entity. Accordingly, the PUA's only available avenues for revenue recovery are through rates and fees charged to current and future customers of the system. To the extent the PUA does not recover the costs of providing future service to customers through impact fees, those costs must be recovered through rates. The PUA is allowed to set impact fees at an amount at or below the maximum allowable fee as determined by the impact fee calculation. So long as the PUA does not go above the maximum allowable fee, the PUA may use policy initiatives to determine the appropriate level of the impact fee. This balance must be considered when setting an appropriate impact fee, realizing that any portion of the costs not recovered by impact fees will need to be recovered through monthly rates charged to customers.

Impact Fee Fund

Impact fees are only collected from new growth in the system. Existing customers are not subject to pay impact fees¹. The PUA maintains impact fees collected in a separate fund. The PUA spends impact fee monies only for authorized purposes in compliance with Chapter 395 of the Texas Local Government Code. The PUA has created a plan for spending those funds in accordance with Chapter 395.

¹ Currently existing customers are not subject to impact fees with the exception of a currently existing customer who increases their level of service.



Purpose of Report

One of the most effective growth management tools available to public utilities is the use of new customer impact fees, which facilitates growth paying for itself vs. existing customers paying for this cost burden in rates. The PUA has adopted a ten-year Land Use Assumptions and Capital Improvements Plan (CIP) to service growth in the system, and the cost of the 10-year CIP is the basis for calculating impact fees. Impact fees are calculated by taking the total cost of the CIP divided by the projected growth in living unit equivalents (LUEs) in the system for water and wastewater. The last step in the process to adopt an impact fee is the determination of the maximum allowable impact fees per the guidelines set forth in Chapter 395 of the Texas Local Government Code.

Chapter 395 of the Texas Local Government Code provides specific requirements that cities, water districts and other political subdivisions in Texas must abide by while determining, assessing, and collecting Impact Fees. The process outlined for implementing or amending fees includes:

1. Development of Land Use Assumptions (LUA);
2. Development of Capital Improvement Plan (CIP) based on LUA;
3. Development of maximum impact fees;
4. Public hearing on LUA, CIP and impact fees;
5. Adoption of or amendment to LUA, CIP and impact fees;

NH Consulting has been retained by the PUA to determine the maximum allowable impact fee per requirements set forth in Chapter 395 of the Texas Local Government Code, based upon the Land Use Assumptions and Capital Improvements Plan adopted by the PUA Board of Directors.

This report is intended to outline the methodology utilized by NH Consulting in determining the maximum allowable impact fee that can be charged by the PUA.



Methodology and Findings

In developing amendments to impact fees charged to the PUA’s customers, it was first necessary to develop a future assumption of system growth. Next, capital improvements which are necessary to meet the needs of that growth are identified. Finally, a maximum allowable impact fee may be determined. Making this determination involves a systematic progression of steps, which are outlined below.

Step 1: Land Use Assumptions

The PUA relied upon MEC to develop Land Use Assumptions, which have been summarized below. The values shown in Tables 5 and 6 are projected new living unit equivalents (LUEs) for each year in the study.

Table 5: Future Land Use Assumptions – Water (New LUEs per Year)

	US 290	SH71	Total
Oct-25	340	342	682
Oct-26	588	448	1,036
Oct-27	622	438	1,060
Oct-28	659	427	1,086
Oct-29	688	415	1,103
Oct-30	721	402	1,123
Oct-31	752	390	1,142
Oct-32	784	377	1,161
Oct-33	810	362	1,172
Oct-34	837	348	1,185
	6,801	3,949	10,750



Table 6: Future Land Use Assumptions – Wastewater (New LUEs per Year)

New LUEs per Year	Residential	Commercial	Wholesale	Total
Oct-24				
Oct-25	95.00	24.00	8.00	127.00
Oct-26	112.50	62.50	8.00	183.00
Oct-27	47.50	52.50	8.00	108.00
Oct-28	47.50	103.50	8.00	159.00
Oct-29	47.50	103.50	8.00	159.00
Oct-30	42.50	118.50	8.00	169.00
Oct-31	37.50	118.50	8.00	164.00
Oct-32	37.50	118.50	8.00	164.00
Oct-33	37.50	118.50	8.00	164.00
Oct-34	<u>37.50</u>	<u>118.50</u>	<u>8.00</u>	<u>164.00</u>
	542.50	938.50	80.00	1,561.00

Step 2: Existing Improvements

Chapter 395 of the Texas Local Government Code regulates impact fees that utilities may charge. Chapter 395 requires that impact fees collected by a utility should be utilized to pay for capital improvements necessitated by growth. Capital improvements utilized in the calculation may include existing improvements that have excess capacity as well as future improvements that will meet growth needs. Such projects were isolated by MEC and are included in the impact fee calculation.

Step 3: Planned Improvements

Planned improvements are improvements projected to be necessary in the future, which are driven by growth. Maintenance repair or replacement projects not driven by future growth may not be included in the impact fee calculation. MEC identified future projects that would be necessary to meet the needs of future growth based on projected timing of that growth.

Step 4: Capacity Analysis

Once projects eligible for inclusion in the impact fee have been determined, the next step is to perform a capacity analysis for each of those improvements. State law stipulates that only costs associated with available capacity projected to meet future growth needs in the ten-year planning period can be included in the fee determination.

Step 5: Determination of Costs to be Included in Fee

State law allows the following costs to be included in the impact fee calculation:



- ❖ Construction contract price;
- ❖ Surveying and engineering fees;
- ❖ Land acquisition costs;
- ❖ Projected interest and finance costs;
- ❖ Fees paid to a qualified engineer or financial consultant, preparing or updating the capital improvements plan.

As MEC estimated construction and engineering costs for each project in the CIP, NH Consulting used those cost estimates and grossed them up for legal and permitting costs as well as bond issuance costs (for bond funded projects) in order to arrive at an estimate of CIP costs in 2024 dollars. Given that many of the projects included in the CIP will be constructed in future years, NH Consulting then grossed up CIP cost estimates in order to account for future inflationary impacts to project costs, as described below.

- ❖ Allowable project design and construction costs, as described above, which were then inflated at 3% annually until projected project construction;
- ❖ Legal and permitting costs estimated at 1.5% of design and construction costs;
- ❖ Bond issuance costs estimated at 2% of design, construction, legal and permitting costs²;
- ❖ Interest Expense (assumed a 30 year bond at 4% interest)³.

The total costs that may be included in the water impact fees are identified on Schedules 1, 2 and 3; the costs that may be included in the wastewater impact fees are identified on Schedules 4, 5 and 6.

Step 6: Determination of Maximum Allowable Fee

NH Consulting determined a maximum allowable impact fee, which collects all revenues to pay for allowable projects, related fees and interest associated with the pro-rata share or projects that are anticipated to be funded through the issuance of debt.

Step 7: Determination of Rate Revenue Credit

In addition to describing the costs that can be included in the maximum impact fee calculation, Chapter 395 of the Texas Local Government Code also specifically states that the fee shall:

“Provide a plan for awarding:

- (a) A credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt that is included in the capital improvements plan; or
- (b) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.”

² Bond issuance costs were only included for existing projects.

³ Interest expense for existing projects included all accrued interest to-date, plus 10 years of future interest. Interest expense for future projects, if included, was for only 10 years of future interest.



Accordingly, the utility may elect to adopt a fee that is equal to 50% of the calculated amount or develop a plan for awarding a credit for utility service revenues that are generated to pay for debt associated with assets in the capital improvements plan.

NH Consulting has performed the requisite credit calculation that determines the credit needed for both the water and the wastewater utility. In so doing, NH Consulting has identified the annual debt service for PUA issued bonds, which are associated with regional assets to be funded through rates. NH Consulting then determined the estimated LUEs in the system based on the current LUE count and projected growth in the system. Finally, NH Consulting divided the total debt service paid for regional projects through rates by the total LUEs that would pay those rates to determine the total credit which should be applied against the maximum allowable impact fee.

Summary of Maximum Allowable Fees

Maximum Allowable Fees

Table 7 provides the maximum allowable impact fee, including ad valorem tax. Table 8 Provides a summary of the fees if assessed at 90%.

Table 7: Summary of Maximum Allowable Impact Fees (Including Ad Valorem Tax Credit)

Hwy 71 Water Impact Fee	\$ 18,068.70
US 290 Water Impact Fee	\$ 28,580.57
Wastewater Impact Fee	\$ 27,596.88

Table 8: 90% of Maximum Allowable Impact Fees

Hwy 71 Water Impact Fee	\$ 16,261.83
US 290 Water Impact Fee	\$ 25,722.52
Wastewater Impact Fee	\$ 24,837.19

West Travis County Public Utility Agency
2024 Impact Fee Analysis - Water Utility

Schedule 1
Future CIP Projects, Before Interest Expense - Previously Approved Projects (2018 Study)

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Project	Year Scheduled	Design/ Construction Costs (2024 Cost)	Legal/Permitting Costs (1.5%)	Issuance Costs (2% of Debt Funded Portion)	Subtotal (2024 Cost)	Future Cost (1)	Capacity Increase	Capacity Used in 2024-2034	Units	Percent Allocation to 2024- 2034 Growth	Cost Allocated to 2024-2034 Growth
System Wide											
Uplands WTP Expansion (2)	2027	43,076,923	646,154	594,656	44,317,733	48,427,184	13,000	12,090	MGD	93%	45,037,281
Additional Water Supply Development	2026	1,000,000	15,000	13,805	1,028,805	1,091,459				86%	938,654
		\$ 44,076,923	\$ 661,154		\$ 45,346,538	\$ 49,518,642					\$ 45,975,935
US290 System											
1240 Conversion Water Line	2027	4,400,000	66,000	60,740	4,526,740	4,946,491	2700	2250	LUE	83%	4,122,076
Circle Drive Pump Station	2027	7,560,000	113,400	104,362	7,777,762	8,498,971	3000	3000	LUE	100%	8,498,971
		\$ 11,960,000	\$ 179,400		\$ 12,304,502	\$ 13,445,462					\$ 12,621,046
State Highway 71 System											
West Bee Cave PS Upgrade (Electrical & Pumping)	2026	1,560,000	23,400	21,535	1,604,935	1,702,676	4200	2100	LUE	50%	851,338
1080 Bee Cave Transmission Main (Seg A+B)	2025	10,247,968	153,720	141,468	10,543,156	11,185,234	15229	9950	LUE	65%	7,307,970
		\$ 11,807,968	\$ 177,120	\$ 163,003	\$ 12,148,091	\$ 12,887,910					\$ 8,159,308
Total Previously Approved Future CIP		\$ 67,844,891	\$ 1,017,673	\$ 163,003	\$ 69,799,130	\$ 75,852,013					\$ 66,756,290

(1) Assumed 3% annual inflation to scheduled year.

(2) Total expansion planned expansion includes adding 13MGD at a total cost of \$80M, or \$6.15M per MGD. The 2018 study included an expansion of 7 MGD. Costs included on this sheet are for 7 MGD of the total expansion at \$6.15M per MGD. The remaining costs for the expansion are listed on Schedule 2, Future CIP - new projects

West Travis County Public Utility Agency
2024 Impact Fee Analysis - Water Utility

Schedule 2
Future CIP Projects, Before Interest Expense - Newly Identified Projects



Project	Year Scheduled	Design/ Construction Costs (2024 Cost)	Legal/Permitting Costs (1.5%)	Issuance Costs (2%)	Newly Proposed Projects		Capacity Increase	Capacity Used In 2024-2034	Units	Percent Allocation to 2024- 2034 Growth	Cost Allocated to 2024-2034 Growth
					Subtotal (2024 Cost)	Future Cost (1)					

System Wide

Impact Fee Update 2024	2024	150,000				150,000				100%	150,000
Uplands WTP Expansion to 33 MGD	2027	36,923,077	553,846	493,318	37,970,241	41,491,107	13,000	12,090	MGD	93%	38,586,730
HPR TM No. 2 Upsize (West Bee Cave to HPR)	2027	2,000,000	30,000	26,721	2,056,721	2,247,435	3,100	2,400	LUES	77%	1,739,950
		\$ 39,073,077	\$ 583,846	\$ 520,039	\$ 40,176,962	\$ 43,888,542					\$ 40,476,680

US 290 System

Uplands WTP 30" TM to SWPPS Easement Acquisition	2027	1,000,000	15,000	13,361	1,028,361	1,123,717	18,350	9,175	LUES	50%	561,859
RR 12 Fitzhugh to CODSTM	2027	6,000,000	90,000	80,164	6,170,164	6,742,305	5,200	2,200	LUES	42%	2,852,514
1340 PS (HPR)	2028	2,822,400	42,336	37,709	2,902,445	3,266,728	5,200	2,100	LUES	40%	1,319,255
1340 EST at CODS	2025	4,000,000	60,000	53,443	4,113,443	4,236,846	5,200	4,350	LUES	84%	3,544,285
Cross Country 16" TM	2027	12,780,000	191,700	170,750	13,142,450	14,361,110	5,200	2,200	LUES	42%	6,075,854
CLPS 1340 Pump Improvements	2027	2,725,000	40,875	36,408	2,802,283	3,062,130	2,500	2,500	LUES	100%	3,062,130
Nulty Brown 12" TM	2028	5,640,000	84,600	75,354	5,799,954	6,527,900	2,900	1,000	LUES	34%	2,251,000
30" Parallel TM 2 (SWPPS to County Line)	2027	32,780,000	491,700	437,963	33,709,663	36,835,459	12,000	8,810	LUES	73%	27,043,366
SWP PS Modifications	2025	4,950,000	74,250	66,135	5,090,385	5,243,097	12,000	8,810	LUES	73%	3,849,307
Darden Hill Rd 16" WL	2034	8,000,000	120,000	106,886	8,226,886	11,056,246	5,200	1,800	LUES	35%	3,827,162
Fitzhugh Road 16" TM (CLPS to Crumley)	2027	-	-	-	-	-	-	-	-	-	-
Fitzhugh Road 16" TM (Crumley to RR12)	2027	80,697,400	1,210,461	1,078,173	82,986,034	92,455,538	-	-	-	-	\$ 54,386,732

SH71 System

HPR TM No. 2 (West Bee Cave to HPR)	2027	1,760,000	26,400	23,515	1,809,915	1,977,743	1,963	963	LUES	49%	970,232
		\$ 1,760,000	\$ 26,400	\$ 23,515	\$ 1,809,915	\$ 1,977,743					\$ 970,232

Total New Proposed		\$ 121,530,477	\$ 1,820,707	\$ 1,621,727	\$ 124,972,911	\$ 138,321,823					\$ 95,833,644
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(1) Future cost determined by applying 3% annual inflation to scheduled year.

(2) Total expansion planned expansion includes adding 13MGD at a total cost of \$70M, or \$6.15M per MGD. The 2018 study included an expansion of 7 MGD. Costs included on this sheet are for 6 MGD of the total expansion at \$6.15M per MGD. The remaining costs for the expansion are listed on Schedule 1, Future CIP - previously approved projects

West Travis County Public Utility Agency
2024 Impact Fee Analysis - Water Utility



Schedule 3
Existing Projects, Before Interest Expense

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Project	Debt Funded	Actual Project Cost	Debt Issuance Cost	Total Project Cost (MGD or LUES)	Capacity (MGD or LUES)	Current Capacity Used (MGD or LUES)	Capacity Used In 2024-2034 (MGD or LUES)	Capacity Used Beyond 2034 (MGD or LUES)	Percent Allocation Current	Percent Allocation 2034	Percent Allocation Beyond 2034	Costs Allocated to Current	Costs Allocated to 2024-2034 Growth	Costs Allocated Beyond 2027	Debt Funded Portion of Impact Fee Eligible Cost
Systemwide															
System Hydraulic Modeling (2022)	Yes	75,917	1,518	77,435											
Uplands WTP Chem Building*	Yes	2,141,458	42,829	2,184,288	20.00	19.50	0.50	-	10.0%	90.0%	0.0%	7,744	69,692	-	69,692
Uplands Ph 1 (2012)	Yes	299,650	5,993	305,643	20.00	19.50	0.50	-	97.5%	2.5%	0.0%	2,129,680	54,607	-	54,607
Uplands WTP Plant*	Yes	40,249,533	804,991	41,054,524	20.00	19.50	0.50	-	97.5%	2.5%	0.0%	40,028,161	1,026,363	-	1,026,363
Uplands Raw Water Intake Expansion*	Yes	416,305	8,326	424,631	20.00	19.50	0.50	-	97.5%	2.5%	0.0%	414,015	10,616	-	10,616
High Service Pump Station 8MGD to 14 MGD*	Yes	4,034,066	80,681	4,114,747	20.00	19.50	0.50	-	97.5%	2.5%	0.0%	4,011,879	102,869	-	102,869
Uplands Clearwell #2*	Yes	997,229	19,945	1,017,174	20.00	19.50	0.50	-	97.5%	2.5%	0.0%	991,744	25,429	-	25,429
Groundwater Feasibility Study	Yes	40,000	800	40,800					84.0%	16.0%	0.0%	34,272	6,528	-	6,528
Raw Water Line & Uplands WTP Expansion PER	Yes	173,726	3,475	177,201					28.0%	72.0%	0.0%	49,616	127,584	-	127,584
Raw Water Line & WTP Expansion (Phase 1)	Yes	1,592,603	31,852	1,624,455	3.00	0.40	2.60	-	13.3%	86.7%	0.0%	216,594	1,407,861	-	1,407,861
Raw Water Transmission Main No. 2	Yes	6,182,157	123,643	6,305,800	16.50	1.40	15.10	-	8.5%	91.5%	0.0%	535,038	5,770,763	-	5,770,763
Raw Water Transmission Main No. 2 Chlorine Injection Improvements	Yes	161,083	3,222	164,305	16.50	1.40	15.10	-	8.5%	91.5%	0.0%	13,941	150,364	-	150,364
		\$ 56,368,727	\$ 1,127,275	\$ 57,496,002								\$ 48,730,685	\$ 8,760,317	\$ -	\$ 8,760,317
5172 System															
HRR GST2	Yes	1,669,785	33,396	1,703,181	5,000	200	2,000	2,800	4.0%	40.0%	56.0%	68,127	681,272	953,781	681,272
WEST BEE CAVE PS UPGRADE (PHASE III)	Yes	178,073	3,561	181,634	2,500	200	2,000	300	8.0%	80.0%	12.0%	14,531	145,308	21,796	145,308
Lazy 9 SW 71 Transmission Main*	Yes	3,090,461	61,809	3,152,270	20.00	19.50	0.50	-	97.5%	2.5%	0.0%	3,073,463	78,807	-	78,807
71 System Modeling	Yes	49,578	992	50,570					84.0%	16.0%	0.0%	42,478	8,091	-	8,091
5H71 EST (1.0 Mgal)	Yes	2,169,142	43,383	2,212,525	3,000	1,350	1,650	-	45.0%	55.0%	0.0%	995,636	1,216,889	-	1,216,889
Misc Improvements for 1280 Pressure Plane	Yes	177,037	3,541	180,578	3,000	1,350	1,650	-	45.0%	55.0%	0.0%	81,260	99,318	-	99,318
WEST BEE CAVE PS UPGRADE (PHASE I)	Yes	67,711	1,354	69,065	750	650	100	-	86.7%	13.3%	0.0%	59,857	9,209	-	9,209
West Bee Cave PS Upgrade Phase II (GST no 2)	Yes	1,448,644	28,973	1,477,617	5,000	50	4,950	-	1.0%	99.0%	0.0%	14,776	1,462,841	-	1,462,841
Transmission Main from Uplands Plant to Bee Cave Pump Station*	Yes	1,556,779	31,136	1,587,915	20	19.50	0.50	-	97.5%	2.5%	0.0%	1,548,217	39,698	-	39,698
Crystal Mountain EST*	Yes	1,917,518	38,350	1,955,868	20	19.50	0.50	-	97.5%	2.5%	0.0%	1,906,972	48,897	-	48,897
Senna Hills Bypass Line*	Yes	559,677	11,194	570,871	20	19.50	0.50	-	97.5%	2.5%	0.0%	556,599	14,272	-	14,272
Hanilton Pool Road 1280 Pump Station Water Line*	Yes	330,552	6,611	337,163	20	19.50	0.50	-	97.5%	2.5%	0.0%	328,734	8,429	-	8,429
Hanilton Pool Road Water Line*	Yes	6,624,510	132,490	6,757,000	20	19.50	0.50	-	97.5%	2.5%	0.0%	6,588,075	168,925	-	168,925
Home Depot Pump Station*	Yes	392,792	7,856	400,648	20	19.50	0.50	-	97.5%	2.5%	0.0%	390,632	10,016	-	10,016
Home Depot Pump Station Expansion & Conversion	Yes	31,838	637	32,475	20	19.50	0.50	-	97.5%	2.5%	0.0%	31,653	812	-	812
Home Depot Ground Storage Tank*	Yes	147,043	2,941	149,984	20	19.50	0.50	-	97.5%	2.5%	0.0%	146,234	3,750	-	3,750
Bee Cave Ground Storage Tank Pump Station, Piping (off Chemaral)*	Yes	699,851	13,997	713,848	20	19.50	0.50	-	97.5%	2.5%	0.0%	696,002	17,846	-	17,846
Bee Cave Water Line to Chemaral*	Yes	990,492	19,810	1,010,302	20	19.50	0.50	-	97.5%	2.5%	0.0%	985,044	25,258	-	25,258
HRR Conversion and Upgrade to 1500 gpm	Yes	530	11	541	375	20	355	-	5.3%	94.7%	0.0%	512	512	-	512
		\$ 22,102,013	\$ 442,040	\$ 22,544,053								\$ 17,528,329	\$ 4,040,147	\$ 975,577	\$ 4,040,147
US290 System															
1240 EST	Yes	4,491,000	89,820	4,580,820	2,250	662	1,100	488	29.4%	48.9%	21.7%	1,347,779	2,239,512	993,529	2,239,512
1420 Pump Station Upgrade	Yes	649,509	12,990	662,499	3,000	150	1,100	1,750	5.0%	36.7%	58.3%	33,125	242,916	386,458	242,916
1340 TM (Lawyer Ranch Road Ext)	Yes	1,515,839	30,317	1,546,156	4,500	2,000	2,500	-	44.4%	55.6%	0.0%	687,180	858,975	-	858,975

West Travis County Public Utility Agency
2024 Impact Fee Analysis - Water Utility



Schedule 3
Existing Projects, Before Interest Expense

DRAFT

Project	Debt Funded	Actual Project Cost	Debt Issuance Cost	Total Project Cost (MGD or LUES)	Capacity (MGD or LUES)	Current Capacity Used (MGD or LUES)	Capacity Used In 2024-2034 (MGD or LUES)	Capacity Used Beyond 2034 (MGD or LUES)	Percent Allocation Current	Percent Allocation 2034	Percent Allocation Beyond 2034	Costs Allocated to Current	Costs Allocated to 2024-2034 Growth	Costs Allocated Beyond 2027	Debt Funded Portion of Impact Fee Eligible Cost
1340 Pump Station	Yes	1,663,638	37,273	1,900,911	2,250	2,000	250	-	88.9%	11.1%	0.0%	1,689,698	211,212	-	211,212
SWPS Upgrade GS12 Phase 2	Yes	1,746,824	34,936	1,781,760	9,500	500	9,000	-	5.3%	94.7%	0.0%	93,777	1,687,984	-	1,687,984
Countyline Pump Station Upgrade	Yes	1,684,429	33,689	1,718,118	20	19.50	0.50	-	97.5%	2.5%	0.0%	1,675,165	42,953	-	42,953
290 Pipeline															
a) 24" SWPS to County Line*	Yes	12,841,593	256,832	13,098,425	20	19.50	0.50	-	97.5%	2.5%	0.0%	12,770,964	327,461	-	327,461
b) 20" Countyline to 1420 HGL EST*	Yes	3,411,212	68,224	3,479,436	20	19.50	0.50	-	97.5%	2.5%	0.0%	3,392,450	86,986	-	86,986
SH71 20" Transmission Main	Yes	3,630,945	72,619	3,703,564	20	19.50	0.50	-	97.5%	2.5%	0.0%	3,610,975	92,589	-	92,589
20" Main Uplands to SW Parkway (Easements)*	Yes	506,714	10,134	516,848	20	19.50	0.50	-	97.5%	2.5%	0.0%	503,927	12,921	-	12,921
1420 Elevated Storage*	Yes	2,197,353	43,947	2,241,300	20	19.50	0.50	-	97.5%	2.5%	0.0%	2,185,268	56,033	-	56,033
Sawyer Ranch Road Ph. 1 20"*	Yes	1,183,948	23,679	1,207,627	20	19.50	0.50	-	97.5%	2.5%	0.0%	1,177,436	30,191	-	30,191
Sawyer RR Ph. 1 (Barden Hill)*	Yes	1,293,619	25,872	1,319,491	20	19.50	0.50	-	97.5%	2.5%	0.0%	1,286,504	32,987	-	32,987
SWPS Upgrade to 5,900 GPM*	Yes	243,213	4,864	248,077	20	19.50	0.50	-	97.5%	2.5%	0.0%	241,975	6,202	-	6,202
SWPS Upgrade Phase 1 GS1	Yes	1,960,902	39,218	2,000,120	20	19.50	0.50	-	97.5%	2.5%	0.0%	1,950,117	50,003	-	50,003
1826 Phase IV 16" Water Line*	Yes	1,006,560	20,131	1,026,691	20	19.50	0.50	-	97.5%	2.5%	0.0%	1,001,024	25,667	-	25,667
1826 Phase IV 16" Water Line*	Yes	48,480	970	49,450	20	19.50	0.50	-	84.0%	16.0%	0.0%	48,213	1,236	-	1,236
US290 System Modeling	Yes	79,955	1,599	81,554	3,000	1,000	2,000	-	33.3%	66.7%	0.0%	68,505	13,049	-	13,049
1340 EST	Yes	2,399,334	47,987	2,447,321	3,000	1,000	2,000	-	33.3%	66.7%	0.0%	815,774	1,631,547	-	1,631,547
1340 Transmission	Yes	2,711,399	54,228	2,765,627	3,000	1,000	2,000	-	33.3%	66.7%	0.0%	921,876	1,843,751	-	1,843,751

Total \$ 123,932,206 \$ 2,478,644 \$ 126,410,851

*LCRA Constructed Projects

\$ 101,760,647 \$ 22,294,639 \$ 2,355,564 \$ 22,294,639
TRUIE \$ 126,410,851

West Travis County Public Utility Agency
 2024 Impact Fee Analysis - Wastewater Utility

Schedule 4
 Future CIP Projects, Before Interest Expense - Previously Approved Projects (2018 Study)

DRAFT

Project	Year Scheduled	Design/ Construction Costs (2024 Cost)	Legal/Permitting Costs (1.5%)	Issuance Costs (2% of Debt Funded Portion)	Subtotal (2024 Cost)	Future Cost (1)	Capacity Increase in 2024-2034	Capacity Used in 2024-2034	Units	Percent Allocation to 2024- 2034 Growth	Cost Allocated to 2024-2034 Growth
Bohls WWTP Expansion	2027	15,000,000	225,000	173,509	15,398,509	\$ 16,826,367	1,000	0,320	MGD	32%	5,384,437
TLAP Disposal	2027	8,000,000	120,000	92,538	8,212,538	8,974,062	0.232	0.232	MGD	100%	8,974,062
Bohls Service Area Expansion Lift Station & Force Mai	2034	1,800,000	27,000	20,821	1,847,821	2,483,317	500,000	375,000	LUES	75%	1,862,488
		\$ 24,800,000	\$ 372,000	\$ -	\$ 25,458,869	\$ 28,283,746					\$ 16,220,988
Total Previously Approved Future CIP		\$ 24,800,000	\$ 372,000	\$ -	\$ 25,458,869	\$ 28,283,746					\$ 16,220,988

(1) Assumed 3% annual inflation to scheduled year.

West Travis County Public Utility Agency
 2024 Impact Fee Analysis - Wastewater Utility

Schedule 5
 Future CIP Projects, Before Interest Expense - Newly Identified Projects



DRAFT

Project	Year Scheduled	Design/ Construction Costs (2024 Cost)	Legal/Permitting Costs (1.5%)	Newly Proposed Projects		Future Cost (1)	Capacity Increase In 2024-2034	Capacity Used In 2024-2034	Units	Percent Allocation to 2024- 2034 Growth	Cost Allocated to 2024-2034 Growth
				Issuance Costs (2%)	Subtotal (2024 Cost)						
2024 Impact Fee Study	2024	35,500	-	-	-	35,500				100%	35,500
BWR & Effluent Disposal Injection Well	2034	-	-	-	-	-					-
BWR Phase 1 Supply/Reject RMs	2027	2,870,000	43,050	33,198	2,946,248	3,219,445	1800	900	LUES	50%	1,609,722
Lime/Kin Interceptor	2027	1,800,000	27,000	20,821	1,847,821	2,019,164	0.232	0.232	M/GD	100%	2,019,164
Effluent Line Extension	2027	4,705,500	70,050	54,019	4,829,569	5,274,109					3,664,386
Total New Proposed		4,705,500	70,050	54,019	4,829,569	5,274,109					3,664,386

(1) Future cost determined by applying 3% annual inflation to scheduled year.

West Travis County Public Utility Agency
 2024 Impact Fee Analysis - Wastewater Utility



Schedule 6
 Existing Projects, Before Interest Expense

DRAFT

Project	Debt Funded	Actual Project Cost	Debt Issuance Cost	Total Project Cost	Capacity (MGD or LUES)	Current Capacity Used (MGD or LUES)		Capacity Used Beyond 2034 (MGD or LUES)	Percent Allocation Current	Percent Allocation 2034	Percent Allocation Beyond 2034	Costs Allocated to Current	Costs Allocated to 2024-2034 Growth	Costs Allocated Beyond 2027	Debt Funded Portion of Impact Fee Eligible Cost
						2024	In 2024-2034								
Lakepointe WWTP	Yes	\$ 15,317,630	\$ 306,353	\$ 15,623,983	0.675	0.590	0.085	0.200	87%	13%	0%	\$ 13,656,518	\$ 1,967,464	\$ -	\$ 1,967,464
Bee Cave Regional System	Yes	8,499,620	169,992	8,669,612	1,000	0.800	0.200	-	80%	20%	0%	6,935,600	1,733,922	-	1,733,922
Spillman Effluent Irrigation System	Yes	530,458	10,609	541,067	1,000	0.800	0.200	-	80%	20%	0%	432,854	108,213	-	108,213
CONG Lift Station	Yes	141,970	2,839	144,809	1,000	0.800	0.200	-	80%	20%	0%	115,948	28,962	-	28,962
RM 620 WW Line	Yes	1,262,030	25,241	1,287,271	1,000	0.800	0.200	-	80%	20%	0%	1,029,816	257,454	-	257,454
SHT1 WW Line	Yes	998,809	19,976	1,018,785	1,000	0.800	0.200	-	80%	20%	0%	815,028	203,757	-	203,757
Bohls Effluent Pond and Lift Station	Yes	3,784,993	75,700	3,860,693	0.325	0.290	0.035	-	89%	11%	0%	3,444,926	415,767	-	415,767
Bohls WWTP	Yes	5,602,394	112,048	5,714,442	0.325	0.290	0.035	-	89%	11%	0%	5,099,040	615,401	-	615,401
Bohls Regional Lift Station/FM	Yes	2,100,864	42,017	2,142,881	0.325	0.290	0.035	-	89%	11%	0%	1,912,109	230,772	-	230,772
Little Barton Creek Interceptor	Yes	2,851,077	57,022	2,908,099	0.267	0.230	0.035	-	14%	86%	0%	413,887	2,494,212	-	2,494,212
Master Planning & Permitting	Yes	310,867	6,217	317,084	0.267	0.038	0.229	-	8%	92%	0%	25,367	291,718	-	291,718
		\$ 41,400,712	\$ 828,014	\$ 42,228,726								\$ 33,881,083	\$ 8,347,643	\$ -	\$ 8,347,643
Total		\$ 41,400,712	\$ 828,014	\$ 42,228,726								\$ 33,881,083	\$ 8,347,643	\$ -	\$ 8,347,643

*LCRA Constructed Projects

TRUE

ITEM C



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Office: 512/263-0100
Fax: 512/263-2289
wtcpua.org

December 18, 2024

Steve Winn
Mirasol Capital
4143 Maple Ave, Ste. 400
Dallas, Tx 75219

Re: Service Availability PW-2024-51-SER
Mirasol Springs
24601 Hamilton Pool Rd
Austin TX, 78620
WTCPUA Project # 71-24-011

Dear Mr. Winn,

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed mixed-use development (Proposed Development or Project). Service Availability for three hundred forty-seven (347) LUEs, which includes 276 LUE's in Phase I and 71 LUE's in Phase II, of domestic water allocation is approved subject to the Developer complying with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

1. The Developer enters into a Non-Standard Water Service Agreement with the WTCPUA for three hundred forty-seven (347) LUEs of domestic water service within three (3) months of the date of the letter.
2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. **Water service is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed.** Such service shall not include irrigation meters. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies.

Potable water from the WTCPUA must be the exclusive potable water used for each Phase of the Project. Developer agrees to not use groundwater or surface water from the Pedernales River for potable water source. Delivery of water will be metered and restricted to 108 gpm which represents average day use. Developer must provide on-site storage to meet peak day demands. WTCPUA will be the retail supplier of water to customers in the Proposed Development and will operate the Developer Facilities after their

acceptance by WTCPUA. The Developer Facilities will either be conveyed outright to WTCPUA upon completion and acceptance by WTCPUA or, if required by the Texas Attorney General, leased to the WTCPUA under terms acceptable to the WTCPUA to allow for reimbursement by Mirasol Springs Municipal Utility District and conveyed to WTCPUA once reimbursement is complete.

3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, outside engineering & legal fees, inspection fees, reservation fees, and impact fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
4. The WTCPUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Developer, at its sole cost and expense, grants to the WTCPUA all on-site and off-site easements necessary for the WTCPUA to own and/or operate the facilities.
6. Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including but not limited to, any outstanding engineering review fees, outside engineering and legal fees and deposit replenishment billings, tap fees, meter-drop in fees and all other associated meter fees. All closeout documents shall be submitted and approved by the WTCPUA within 45 calendar days of substantial completion of the WTCPUA approved Project; otherwise, the Project shall be considered expired and shall be subject to a new SER application and review process.
7. The Developer will be required to pay WTCPUA annual Water Reservation Fees as applicable per WTCPUA Tariff and policies.
8. The Developer shall follow and comply with all applicable WTCPUA Tariff, policies, rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.
9. The Developer will be required to secure a Legal Lot Determinations from Travis County and Hays County, or secure approved subdivision plats in Travis County and Hays County, Texas for the Property within four (4) years from the date of this letter.
10. Provisions of water service to the Property by the WTCPUA shall become null and void if final construction plans have not been approved by the WTCPUA for the Project and the Project constructed and close out completed within four (4) years from the date of this letter.
11. The Developer 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;

12. The proposed Project is within Travis County and Hays County and the Lake Travis watershed.
13. The proposed Project is subject to the West Travis County Public Utility Agency plat requirements.
14. Developer, at its sole cost and expense, shall be responsible for constructing a water line extending from a mutually agreed upon location along the WTCPUA water system to the Proposed Development and providing a 15' wide permanent exclusive water line easement and 20' wide temporary construction easement for the length of the water line or an approved site plan from Travis County for placement of the water line in the right-of-way.
15. Groundwater development in Phase I is by agreement not to be used for potable or landscape irrigation. In lieu of groundwater, up to 2 LUE's of WTCPUA water may be used on the organic farm in Phase I. The wells in Phase I will be abandoned.
16. Phase II (71 LUEs) will be subject to these same WTCPUA water service conditions as provided in this Service Availability Letter upon development or change in land use. Groundwater in Phase II may be used for agricultural or animal husbandry purposes only.
17. The raw water contract with LCRA is transferred to WTCPUA. The diversion point will be moved to Lake Austin.
18. Developer will modify its TLAP permit to include more stringent effluent limits and provide wastewater treatment that includes de-nitrification.

Please be advised that if, for any reason, 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 WTCPUA will not provide direct fire flow service to the Property and, as such, the Developer 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 Tricia Altamirano at 512-263-0100.

Sincerely,

Jennifer Riechers
General Manager

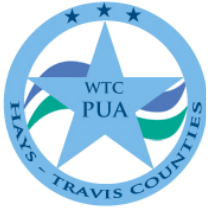
Accepted by:

MIRASOL CAPITAL

By: _____
Name: _____
Title: _____
Date: _____

Mr. Steve Winn
Page 4
December 18, 2024

Cc: Tricia Altamirano
Jennifer Smith
Keli Kirkley
Jennifer Riechers
John Camarillo
Lauren Kalisek, Lloyd Gosselink Rochelle & Townsend, P.C.
George Murfee, Murfee Engineering Company, Inc.



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Office: 512/263-0100
Fax: 512/263-2289
wtcpua.org

December 18, 2024

Mr. Brian Sewell
Southern Land Company
39990 Hillsboro Pike Ste 400
Nashville, TN 37215
brian.sewell@southernland.com

Re: PW-2024-9-SER
Lunaroya Subdivision (aka Silver Creek Subdivision)
Silver Creek Rd
Dripping Springs, Texas 76820
WTCPUA Project # 290-24-003

Dear Mr. Sewell,

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed 26 lot single-family subdivision. Service Availability for 26 LUEs of domestic water allocation is approved subject to the Developer complying with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

1. The Developer enters into a Non-Standard Water Service Agreement with the WTCPUA for 26 LUEs of domestic water service within three (3) months of the date of the letter.
2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. **Upon Developer's payment to WTCPUA of the impact fees for the 26 LUEs, water service will be provided to the Proposed Development promptly upon the Developer's completion of the water line extension from North Canyonwood Dr. to the Sunset Canyon subdivision. Until the impact fees are paid for the 26 LUEs, water service to the Proposed Development is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed.** Such service shall not include irrigation meters. LUEs for irrigation meters may

be available at a later date and will be subject to a separate service extension process under WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies.

3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
4. The WTCPUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Developer, at its sole cost and expense, grants to the WTCPUA all on-site and off-site easements necessary for the WTCPUA to own and operate the facilities.
6. Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including but not limited to any outstanding engineering review fees, outside engineering and legal fees and deposit replenishment billings, tap fees, meter-drop in fees and all other associated meter fees. All closeout documents shall be submitted and approved by the WTCPUA within 45 calendar days of substantial completion of the PUA approved project; otherwise, the project shall be considered expired and shall be subject to a new SER application and review process.
7. The Developer will be required to pay the WTCPUA annual Water Reservation Fees as applicable per WTCPUA Tariff and policies.
8. The Developer shall follow and comply with all applicable WTCPUA Tariff, policies, rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.
9. The Developer will be required to secure a Legal Lot Determination from Hays County, or secure an approved subdivision plat in Hays County, Texas for the Property within four (4) years from the date of this letter.
10. Provisions of water service to the Property by the WTCPUA shall become null and void if final construction plans have not been approved by the WTCPUA for the Project and project constructed and closed out within four (4) years from the date of this letter.
11. The Developer 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;
12. The proposed project is within the ETJ of the City of Dripping Springs. The proposed project is situated within Hays County and the Edwards Aquifer Contributing Zone.
13. The proposed project is subject to the West Travis County Public Utility Agency plat requirements.
14. The developer will dedicate a 25' wide permanent water line easement and 40' wide temporary construction easement extending from the northern boundary of the Proposed Development on Silver Creek Drive for the entire frontage of the tract and extend the easement to terminate at the boundary with Double L Ranch in a form and manner acceptable to WTCPUA. The developer shall provide the permanent water line easement and temporary construction easement, as needed, at his sole cost and expense.

Please be advised that if, for any reason, 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 WTCPUA will not provide direct fire flow service to the Property and, as such, the Developer 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 Tricia Altamirano at 512-263-0100.

Sincerely,

Jennifer Riechers
General Manager

Accepted by:

Southern Land Company

By: _____
Name: _____
Title: _____
Date: _____

Mr. Brian Sewell
Page 4
December 18, 2024

Cc: Tricia Altamirano
Jennifer Smith
Keli Kirkley
Jennifer Riechers
John Camarillo
Lauren Kalisek, Lloyd Gosselink Rochelle & Townsend, P.C.
George Murfee, Murfee Engineering Company, Inc.



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Office: 512/263-0100
Fax: 512/263-2289
wtcpua.org

December 18, 2024

Shane White
Southern Land Company, LLC
4514 Cole Avenue, Suite 810
Dallas, Texas 75205
Jacharris@kleinfelder.com

Re: Service Availability PW-2024-57-SER
Mitchell Property
Silver Creek Road
Dripping Springs Texas , 78620
WTCPUA Project # 290-24-025

Dear Mr. White,

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed 32 lot single family subdivision. Service Availability for thirty-two (32) LUEs of domestic water allocation is approved subject to the Developer complying with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

1. The Developer enters into a Non-Standard Water Service Agreement with the WTCPUA for thirty-two (32) LUEs of domestic water service within three (3) months of the date of the letter.
2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. **Water service is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed.** Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction.

December 18, 2024

Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies.

3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, outside engineering & legal fees, inspection fees, reservation fees, and impact fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
4. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Developer, 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.
6. Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including but not limited to, any outstanding engineering review fees, outside engineering and legal fees and deposit replenishment billings, tap fees, meter-drop in fees and all other associated meter fees. All closeout documents shall be submitted and approved by the PUA within 45 calendar days of substantial completion of the PUA approved project; otherwise, the project shall be considered expired and shall be subject to a new SER application and review process.
7. The Developer will be required to pay the WTCPUA annual Water Reservation Fees as applicable per WTCPUA Tariff and policies.
8. The Developer shall follow and comply with all applicable WTCPUA Tariff, policies, rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.
9. The Developer will be required to secure a Legal Lot Determination from Hays County, or secure an approved subdivision plat in Hays County, Texas for the Property within four (4) years from the date of this letter.
10. Provisions of water service to the Property by the WTCPUA shall become null and void if final construction plans have not been approved by the WTCPUA for the Project and project constructed and close out completed within four (4) years from the date of this letter.
11. The Developer 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;

- 12. The proposed project is within the City of Dripping Springs ETJ. The proposed project is situated within Hays County and the Edwards Aquifer Contributing Zone.
- 13. The proposed project is subject to the West Travis County Public Utility Agency plat requirements.
- 14. The Developer shall provide a 25' wide permanent water line easement and 40' wide temporary construction easement extending from Sunset Canyon thru the proposed Mitchell Development to Silver Creek Road and extending to the northern boundary of the Proposed Lunaroya Development on Silver Creek Dr and extending to terminate at the boundary with Double L Ranch. The Developer shall provide the permanent water line easement and temporary construction easement, as needed, at his sole cost and expense.

Please be advised that if, for any reason, 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 WTCPUA will not provide direct fire flow service to the Property and, as such, the Developer 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 Tricia Altamirano at 512-263-0100.

Sincerely,

Jennifer Riechers
General Manager

Accepted by:

Southern Land Company, LLC

By: _____
Name: _____
Title: _____
Date: _____

Cc: Tricia Altamirano
Jennifer Smith
Keli Kirkley
Jennifer Riechers
John Camarillo

Shane White

Page 4

December 18, 2024

Lauren Kalisek, Lloyd Gosselink Rochelle & Townsend, P.C.

George Murfee, Murfee Engineering Company, Inc.

ITEM D

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(MIRASOL)**

This Agreement for the Provision of Nonstandard Retail Water Service (the “Agreement”) is entered into by and between the West Travis County Public Utility Agency (the “WTCPUA”) a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and Mirasol Capital, LLC, a Texas limited liability company (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 1,848 acres of land within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”);

WHEREAS, Developer desires to obtain retail water service to the Proposed Development; and

WHEREAS, Developer and the WTCPUA desire to enter into this Agreement to set forth the terms and conditions upon which the WTCPUA will provide retail water service to the Proposed Development.

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:

ARTICLE I
DEFINITIONS, HEADINGS AND INTERPRETATION

Section 1.1 **Definition of Terms**: In addition to the terms defined in the Recitals above, the words and phrases as used in this Agreement shall have the meanings set forth below:

- (a) “Agreement” shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) “Developer” shall mean Mirasol Capital, LLC (“or its Assignees”).
- (d) “Developer Deposit” shall mean the payment made by Developer as specified in Section 3.2 herein.
- (e) “Developer Facilities” shall mean those facilities to be constructed by Developer pursuant to this Agreement that are required to extend water service from the WTCPUA System to the Proposed Development as described on the attached **Exhibit B**.

- (f) “Effective Date” shall mean the date of the last signature to this Agreement.
- (g) “Impact Fees” shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water facilities that are identified in the WTCPUA’s ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) “Reservation Fee” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) “Reservation Period” shall mean a four (4) year period commencing on the date of the Written Service Commitment.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “Written Service Commitment” shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (m) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) “WTCPUA Rules and Policies” shall mean the WTCPUA’s rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies as amended from time to time.
- (o) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.

Section 1.2 Article and Section Headings. The headings and titles of the several articles and sections of this Agreement are solely for convenience and reference and shall not affect the meaning, construction or effect of the provisions hereof.

Section 1.3 Interpretation. The singular form of any word used herein shall include the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender herein shall

include all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, including specifically its commitments in Section 2.2 below, WTCPUA agrees to provide up to 347 LUEs of domestic water service, which includes 276 LUEs in Phase I and 71 LUEs in Phase II, of domestic water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. **Water service is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed.** In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 347 LUEs of domestic water service. Of the 347 LUEs to be used in the Proposed Development, WTCPUA shall identify the amount to be used for irrigation of an organic farm in Phase I and to be used for livestock watering and other related agricultural purposes in Phase II as discussed in Section 2.2 below.

Section 2.2 Developer Commitments on Water Conservation and Water Quality Protection. As consideration for the WTCPUA's extension of retail water service to the Proposed Development, Developer agrees to the following water conservation and water quality protection measures:

- a) Potable water from the WTCPUA must be the exclusive water used for each Phase of the Proposed Development, and Developer agrees to not use groundwater or surface water from the Pedernales River as a water source;
- b) Developer agrees not to drill new groundwater wells and shall include a plat note in all subdivision plats for the Proposed Development prohibiting the installation of new groundwater wells;
- c) The existing groundwater well planned for use in Phase I for irrigation of the organic farm shall be abandoned and WTCPUA shall provide service for farm irrigation at a capacity/meter size approved by WTCPUA;
- d) The existing groundwater wells planned for use in Phase II shall be abandoned and WTCPUA shall provide service for agricultural, and livestock use at a capacity/meter size approved by WTCPUA at the time Phase II is developed;
- e) Developer agrees to request TCEQ include limits in the TLAP permit for the Proposed Development of 1 ppm Total Nitrogen and 1 ppm Total Phosphorus and to install and operate wastewater treatment facilities so that such effluent quality is achieved; and
- f) WTCPUA may inspect the Development at any time, and if it determines a violation of these water conservation and water quality protection measures is occurring, WTCPUA will provide 60-day notice and opportunity to cure and, if such violation continues, may suspend water service until the violation is corrected.

- g) Developer shall transfer its LCRA raw water contract to WTCPUA and WTCPUA shall seek to transfer the intake location to Lake Austin.

Section 2.3 Other Water Service Provisions. Developer will also comply with the following provisions regarding water service to the Proposed Development:

- a) Delivery of water will be metered and restricted to 108 gpm which represents average day use.
- b) Developer must provide on-site storage to meet peak day demands as a part of the Developer Facilities.
- c) WTCPUA will be the retail supplier of water to customers in the Proposed Development and will operate the Developer Facilities after their acceptance by WTCPUA in accordance with this Agreement. The Developer Facilities will either be conveyed outright to WTCPUA upon completion and acceptance by WTCPUA or, if required by the Texas Attorney General, leased to the WTCPUA under terms acceptable to the WTCPUA to allow for reimbursement by Mirasol Springs Municipal Utility District to Developer and conveyed to WTCPUA once reimbursement is complete.
- d) Developer, at its sole cost and expense, shall be responsible for constructing a water line extending from a mutually agreed upon location along the WTCPUA water system to the Proposed Development and providing a 15' wide permanent exclusive water line easement and 20' wide temporary construction easement for the length of the water line or an approved site plan from Travis County for placement of the water line in the right-of-way

Section 2.4 No Implied Waivers or Credits. Nothing in this Agreement shall be interpreted to waive service conditions for Retail Customers in the Proposed Development or otherwise grant credit to Developer or the Proposed Development or any portion thereof for any fee, charge, or payment, otherwise applicable under this Agreement or WTCPUA's Rules and Policies, except as provided in Section 4.2.

Section 2.5 USFWS Compliance. The Developer shall adopt one of the alternative water quality measures required for the Proposed 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.

ARTICLE III **FACILITIES FOR THE PROPOSED DEVELOPMENT**

Section 3.1 Construction of Facilities. Developer shall construct, at Developer's sole cost and expense, the Developer Facilities, in compliance with the WTCPUA Rules and Policies. The WTCPUA Required Facilities are described in **Exhibit B** and shall be constructed by WTCPUA or other third parties. Along with the Developer Facilities, construction and completion of the Required Facilities is necessary for the commencement of service by WTCPUA to the Proposed Development. Developer shall submit all Plans and Specifications for the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development, including the Developer Facilities, shall be subject to all WTCPUA Rules and Policies. Further, the Developer, at its sole cost and expense, shall grant the WTCPUA all on-site and off-site easements necessary for the WTCPUA to own and operate the facilities. Developer shall reserve for and convey fee simple title to the WTCPUA to own and operate the facilities. Developer shall reserve for and convey fee simple title to the WTCPUA a subdivision utility lot at a location and size acceptable to the WTCPUA for WTCPUA's construction, ownership and operation of the WTCPUA Required Facilities.

Section 3.2 Developer Deposit. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000.00 ("Developer Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV **COMMENCEMENT OF SERVICE BY WTCPUA**

Section 4.1 Conditions Precedent to Commencement of Facilities Construction or Service. Except as provided in Section 4.2, Developer and WTCPUA agree that the WTCPUA is not required to approve commencement of facilities construction or commence retail water service to a Retail Customer in the Proposed Development until Developer and/or a Retail Customer has complied with WTCPUA Rules and Policies including:

Prior to release of plans for construction, the Developer shall pay all required engineering review fees, outside engineering and legal fees, inspection fees, and reservation fees, and Impact Fees, relating to all tasks required by the WTCPUA to provide service to the Proposed Development.

Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including but not limited to, any outstanding engineering review fees, outside engineering and legal fees and deposit replenishment billings, tap fees, meter-drop in fees and all other associated meter fees. All close out documents shall be submitted and approved by the PUA within 45 calendar days of substantial completion of the PUA approved project; otherwise, the project shall be considered expired and shall be subject to a new SER application and review process.

The Developer will be required to secure a Legal Lot Determinations from Travis County, Texas and Hays County, Texas or secure approved subdivision plats in Travis County, Texas and Hays County, Texas for the Property within four (4) years from the date of this letter.

Each customer within the Proposed Development is encouraged to install and maintain a customer service pressure reducing valve located on the water service line located outside the respective customer's meter box.

Developer agrees and understands that the WTCPUA's commitment of 347 LUEs of water service runs with and is assigned to the Proposed Development.

Section 4.2 Impact Fees. Developer agrees to pay such Impact Fees (current Impact Fee rates in effect at the time of payment) for 347 LUEs to the WTCPUA. Impact fees shall be paid prior to construction plan approval; however, Developer may choose to pay impact fees at any earlier time to avoid the assessment of annual reservations fees in accordance with Section 4.3 if the Impact Fee payment date is earlier than the annual due date of the reservation fees. Paid reservation fees will not offset or be credited against Impact Fee assessments.

Section 4.3 Reservation Fees. Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the date of the Written Service Commitment times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period ("Due Date"). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable and paid reservation fees will not offset or be credited against Impact Fee assessments. If Reservation Fees are not paid on the Due Date, such nonpayment shall be an event of default. **If Developer fails to pay Reservation Fees on the Due Date, the WTCPUA may terminate this Agreement, with immediate effect, by giving notice to the Developer.** Any

remaining LUEs for which Reservation Fees are not paid will no longer be considered in “reserved status” and such nonpayment will be considered a breach of contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

Should Developer transfer or assign this Agreement, neither the reservation of nor right to reserve LUEs shall be automatically assigned to any future successor in interest of the Developer as a component of any assignment of this Agreement without express written consent of the WTCPUA.

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 347 LUEs of water has not been installed in accordance with WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years’ Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA’s commitment of 347 LUEs of water service runs with and is assigned to the Proposed Development.

Section 4.4 **Right of Access.** Developer agrees to provide the WTCPUA with immediate access to the Developer Facilities, or any other portion of the Developer Facilities, when required for the WTCPUA to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Developer Facilities.

ARTICLE V **TERM; DEFAULT**

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the “Effective Date”). WTCPUA may terminate this agreement upon written notice to Developer for any of the 347 LUEs water of which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of

Bee Cave TX 78738

Email: jriechers@wtcpua.org

Copy to:

Lauren Kalisek
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue Suite 1900
Austin, Texas 78701

Email: lkalisek@lglawfirm.com

Developer:

Mirasol Capital, LLC
c/o Steven Winn
4143 Maple Ave., Ste. 400
Dallas, Texas 75219

Email: steve.winn@mirasolcapital.com

Section 6.4 Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a Court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

Section 6.5 Applicable Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Venue for any action arising under this Agreement shall be in Travis County, Texas.

Section 6.6 Time is of the Essence. Time shall be of the essence in this Agreement.

Section 6.7 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.

Section 6.8 Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be acceptable if performed on the next business day following such Saturday, Sunday or legal holiday. For purposes of this subparagraph, “legal holiday” shall mean any state or federal holiday for which financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

Section 6.9 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 6.10 Exhibits. All recitals and all schedules and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

Section 6.11 No Joint Venture, Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the Parties hereto.

[Signature pages to follow]

IN WITNESS WHEREOF, this instrument is executed on the Effective Date.

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a Texas public utility agency

By: _____
Jennifer Riechers
General Manager

Date: _____

ATTEST:

MIRASOL CAPITAL, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

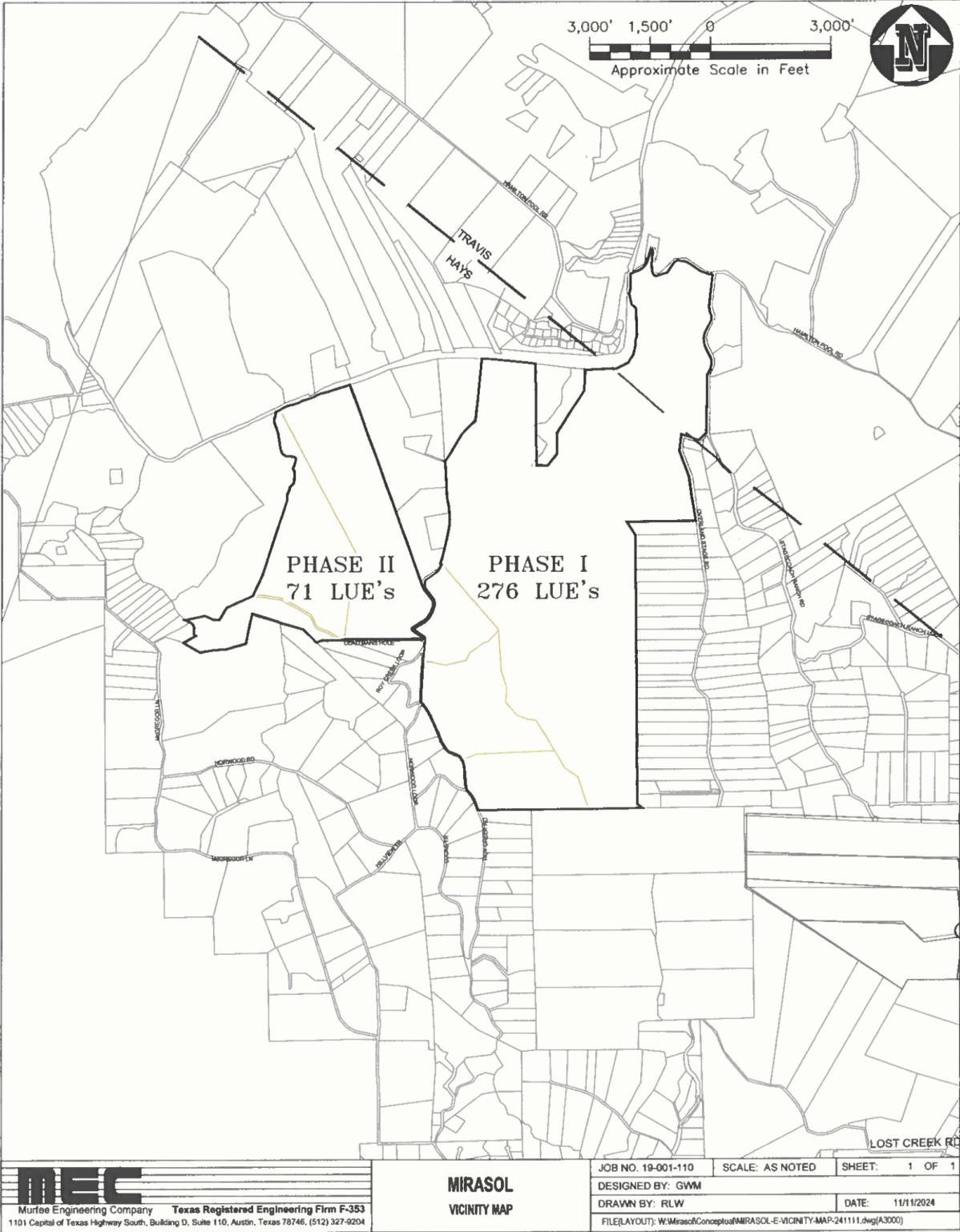


EXHIBIT B
DEVELOPER FACILITIES AND WTCPUA REQUIRED FACILITIES

Developer Facilities: All internal water service lines and storage facilities. An offsite water line extension extending from a mutually agreed upon location upon along the WTCPUA Water System to the Proposed Development and providing a fifteen-inch (15') wide permanent exclusive water line easement and a twenty-inch (20') wide temporary construction easement for the length of the water line extension or an approved site plan from Travis County, Texas for placement of the water line extension in the right-of-way.

WTCPUA Required Facilities:

WTP Expansion

West Bee Cave Pump Station upgrade

Hamilton Pool Road Parallel Line Oversize

1420 Elevated Storage Tank at Hamilton Pool Road Pump Station

Peacock Storage Tank and Pump Station (not WTCPUA projects)

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE**

This Agreement for the Provision of Nonstandard Retail Water Service (the “Agreement”) is entered into by and between the West Travis County Public Utility Agency (the “WTCPUA”) a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and Southern Land Company (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop a 26 lot single family subdivision within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

WHEREAS, Developer desires to obtain retail water service to the Proposed Development;

WHEREAS, Developer and the WTCPUA desire to enter into this Agreement to set forth the terms and conditions upon which the WTCPUA will provide retail water service to the Proposed Development; and

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:

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

Section 1.1 **Definition of Terms**: In addition to the terms defined in the Recitals above, the words and phrases as used in this Agreement shall have the meanings set forth below:

- (a) “Agreement” shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) “Developer” shall mean Southern Land Company (“or its Assignees”).
- (d) “Developer Deposit” shall mean the payment made by Developer as specified in Section 3.3 herein.
- (e) “Developer Facilities” shall mean those facilities to be solely constructed by Developer pursuant to this Agreement that are required to extend water service from the WTCPUA System to the Proposed Development as described on the attached **Exhibit B**.
- (f) “Effective Date” shall mean the date of the last signature to this Agreement.

- (g) “Impact Fees” shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water facilities that are identified in the WTCPUA’s ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) “Reservation Fee” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) “Reservation Period” shall mean a four (4) year period commencing on the date of the Written Service Commitment.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “Written Service Commitment” shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (m) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) "WTCPUA Rules and Policies" shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies as amended from time to time.
- (o) "WTCPUA System" shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.
- (p) “Water Line Easement” means a 25’ wide permanent water line easement and 40’ wide temporary construction easement extending from the northern boundary of the Proposed Development on Silver Creek Dr for the entire frontage of the tract and extending to terminate at the boundary with Double L Ranch. The Developer shall provide the permanent water line easement and temporary construction easement, as needed, at his sole cost and expense.

Section 1.2 Article and Section Headings. The headings and titles of the several articles and sections of this Agreement are solely for convenience and reference and shall not affect the meaning, construction or effect of the provisions hereof.

Section 1.3 Interpretation. The singular form of any word used herein shall include the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender herein shall include all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide up to 26 LUEs of water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. **Upon Developer's payment to WTCPUA of the impact fees for the 26 LUEs, water service will be provided to the Proposed Development promptly upon Developer's completion of the WTCPUA water line extension from North Canyonwood Drive in the Sunset Canyon subdivision to the Proposed Development. Until the impact fees are paid for the 26 LUEs, water service to the Proposed Development is contingent on additional facilities, being built that are required to serve this development and service will not be available until such facilities are constructed.** In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 26 LUEs of water service. Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under WTCPUA Rules and Policies.

Section 2.2 No Implied Waivers or Credits. Nothing in this Agreement shall be interpreted to waive service conditions for Retail Customers in the Proposed Development or otherwise grant credit to Developer or the Proposed Development or any portion thereof for any fee, charge, or payment, otherwise applicable under this Agreement or WTCPUA's Rules and Policies, except as provided in Section 4.2.

Section 2.3 USFWS Compliance. The Developer shall adopt one of the alternative water quality measures required for the Proposed 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.

ARTICLE III
FACILITIES FOR THE PROPOSED DEVELOPMENT

Section 3.1 Construction of Facilities. Developer shall construct, at Developer’s sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies. Further, the Developer, at its sole cost and expense, shall grant to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.

Section 3.2 Offsite Water Line Easement. Developer shall convey to WTCPUA in a form and manner acceptable to WTCPUA, a 25’ wide permanent water line easement and 40’ wide temporary construction easement extending from the northern boundary of the Proposed Development on Silver Creek Drive for the entire frontage of the tract and extending to terminate at the boundary with Double L Ranch. The developer shall provide the permanent water line easement and temporary construction easement, as needed, at his sole cost and expense. The Water Line Easement is described in **Exhibit C** attached hereto.

Section 3.3 Developer Deposit. Within five (5) business days after the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000 ("Developer Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV
COMMENCEMENT OF SERVICE BY WTCPUA

Section 4.1 Conditions Precedent to Commencement of Facilities Construction or Service. Except as provided in Section 4.2, Developer and WTCPUA agree that the WTCPUA is not required to approve commencement of facilities construction or commence retail water service to a Retail Customer in the Proposed Development until Developer and/or a Retail Customer has complied with WTCPUA Rules and Policies including:

Prior to release of plans for construction, the Developer shall pay all required engineering review fees, outside engineering and legal fees, inspection fees, reservation fees, and impact fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.

Prior to release of water meters for the Proposed Development, the Developer shall submit close

out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including but not limited to, any outstanding engineering review fees, outside engineering and legal fees and deposit replenishment billings, tap fees, meter-drop in fees and all other associated meter fees.. All close out documents shall be submitted and approved by the PUA within 45 calendar days of substantial completion of the PUA approved project; otherwise, the project shall be considered expired and shall be subject to a new SER application and review process.

Each customer within the Proposed Development is encouraged to install and maintain a customer service pressure reducing valve located on the water service line located outside the respective customer’s meter box.

Developer agrees and understands that the WTCPUA’s commitment of 26 LUEs of water service runs with and is assigned to the Proposed Development.

Section 4.2 Impact Fees. Developer agrees to pay such Impact Fees (current Impact Fees rates in effect at the time of payment) for 26 LUEs to the WTCPUA within thirty (30) days after the Effective Date as consideration for WTCPUA’s agreement to make capacity available in the WTCPUA System in the time frame set out in this Agreement. Impact fees shall be paid prior to construction plan approval; however, Developer may choose to pay Impact Fees at any earlier time to avoid the assessment of annual Reservation Fees in accordance with Section 4.3 if the Impact Fee payment date is earlier than the annual due date of the Reservation Fees. Paid Reservation Fees will not offset or be credited against Impact Fee assessments.

Section 4.3. Reservation Fees. Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the date of the Written Service Commitment times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period (“Due Date”). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in “reserved status” for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable. If Reservation Fees are not paid on the Due Date, such nonpayment shall be an event of default. **If Developer fails to pay Reservation Fees on the Due Date, the WTCPUA may terminate this Agreement, with immediate effect, by giving notice to the Developer.** Any remaining LUEs for which Reservation Fees are not paid will no longer be considered in “reserved status” and such nonpayment will be considered a breach of contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

Should Developer transfer or assign this Agreement, neither the reservation of nor right to reserve LUEs shall be automatically assigned to any future successor in interest of the Developer as a component of any assignment of this Agreement without express written consent of the WTCPUA, which consent shall not be unreasonably withheld, delayed or conditioned.

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors

if a water meter or meters having up to 26 LUEs of water has not been installed in accordance with WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years' Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of 26 LUEs of water service runs with and is assigned to the Proposed Development.

Section 4.4 **Right of Access.** Developer agrees to provide the WTCPUA with immediate access to the Developer Facilities, or any other portion of the Developer Facilities, when required for the WTCPUA to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Developer Facilities.

ARTICLE V **TERM; DEFAULT**

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the "Effective Date"). WTCPUA may terminate this agreement upon written notice to Developer for any of the 26 LUEs water for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money to WTCPUA and is not capable of being cured within thirty days, WTCPUA may terminate this Agreement upon written notice to Developer. Upon termination of this Agreement, including termination for nonpayment of Reservation Fees, WTCPUA will retain all payments made, if any, by Developer to the WTCPUA made under this Agreement and WTCPUA shall have no duty to extend water service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.

Email: lkalisek@lglawfirm.com

Developer: Brian Sewell
Southern Land Company
39990 Hillsboro Pike Ste 400
Nashville, TN 37215

Email: brian.sewell@southernland.com

Copy To: Rex G. Baker, III
Baker, Robertson & O'Brien
171 Benney Lane, Bldg II
Dripping Springs, Texas 78620

Email: rexbaker@bakerattorneys.com

Section 6.4 Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a Court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

Section 6.5 Applicable Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Venue for any action arising under this Agreement shall be in Travis County, Texas.

Section 6.6 Time is of the Essence. Time shall be of the essence in this Agreement.

Section 6.7 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.

Section 6.8 Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be acceptable if performed on the next business day following such Saturday, Sunday or legal holiday. For purposes of this subparagraph, "legal holiday" shall mean any state or federal holiday for which financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

Section 6.9 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 6.10 Exhibits. All recitals and all schedules and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

Section 6.11 No Joint Venture, Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the Parties hereto.

[Signature pages to follow]

IN WITNESS WHEREOF, this instrument is executed on the Effective Date.

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts
President

Date: _____

ATTEST:

Southern Land Company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
Proposed Development:

EXHIBIT B
DEVELOPER FACILITIES

Developer Facilities are (i) the offsite water line that connects Proposed Development from Silver Creek Road to the Sunset Canyon subdivision as shown on Exhibit A, and (ii) the internal water lines that deliver water to the individual water meters within the Proposed Development.

This Easement shall be permanent and irrevocable as long as the Easement is used exclusively for the Purpose of Easement stated above.

EXCLUSIVITY

GRANTEE’S easement rights within the Easement Property shall be exclusive subject to the reservations made by GRANTOR herein. With the prior written consent of Grantee, additional utilities may use portions of the Easement Property provided such utilities do not unreasonably interfere with Grantee’s use of the Easement.

DOMINANT USE OF EASEMENT PROPERTY AND RETAIL CONNECTION:

GRANTOR agrees that GRANTEE shall have the dominant right to use of the Easement Property for the purposes stated above and GRANTOR shall make no use of the Easement Property that unreasonably interferes with GRANTEE’S use, including but not limited to the construction of stone walls, extensive landscaping or similar improvements that would impede GRANTEE’S access to the FACILITIES. GRANTOR retains the right to place flatwork, pedestrian facilities, and any other horizontal improvements that do not interfere with the Easement’s primary use. If the GRANTEE needs to disturb or remove any such flatwork, pedestrian facilities, or other horizontal improvements in the Easement, the GRANTOR is responsible for repairing or replacing any improvements. 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.

GRANTOR reserves the right to use the land and grant easements on, under, and through the Easement Property for purposes not inconsistent with GRANTEE’S use of the Easement Property, including but not limited to the construction or installation of utility lines, crossings and related facilities, paving, parking areas, driveways, curb and gutter, landscaping that does not unreasonably interfere with GRANTEE’S use, and other similar improvements on, over, under, upon and across such Easement Property.

GRANTEE agrees that, upon completion of the initial construction of the Facilities, all surplus excavation materials, debris, trash, or litter resulting from or related to construction shall be cleaned up and disposed of off Grantor’s land and the Easement Property. Grantor understands and agrees that vegetation cleared from the Easement Property will not be replaced and that, except for this vegetation and other reasonable wear and tear resulting from installation and maintenance of the Facilities, GRANTEE shall be responsible for any and all liabilities and damages resulting from GRANTEE’S construction and subsequent work within the Easement Property and Grantor’s land contiguous to the Easement Property.

TEMPORARY CONSTRUCTION EASEMENT:

GRANTOR additionally grants to GRANTEE a “Temporary Construction Easement” for the purpose of facilitating the construction of GRANTEE’s waterline within the Easement Property, however, the use of this Temporary Construction Easement shall be limited to use only as reasonably necessary during the initial installation, construction, maintenance of the FACILITIES. The property upon which Temporary Construction Easement is located is described on Exhibit “B” attached hereto.

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 subject to the matters set forth herein.

[Remainder of page left intentionally blank]

In witness whereof, this instrument is executed this ____ day of _____ 2024.

GRANTOR:

SOUTHERN LAND COMPANY, LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, _____ of Southern Land Company, LLC, a Tennessee limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

My Commission expires: _____

ACCEPTED:

GRANTEE:

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Jennifer Riechers, General Manager

STATE OF TEXAS §

 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Jennifer Riechers, 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:

After recording, please return to:
Lauren Kalisek

Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress, Suite 1900
Austin, Texas 78701

EXHIBIT A

The Easement Property”



Silver Creek PUA Easement
Hays County, Texas

7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

D&A Job No. 2408-002
November 19, 2024

METES & BOUNDS

DESCRIPTION OF A 2.101 ACRE TRACT OUT OF THE MARCUS D. RAPER SURVEY, ABSTRACT NUMBER 394, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 70.0 ACRE TRACT, CONVEYED TO DRIPPING SPRINGS OWNER, LLC, RECORDED IN DOCUMENT NUMBER 21070257 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.]; SAID 2.101 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped “Matkin & Hoover” found for the east corner of said 70.0 acre tract, being the south corner of the remainder of a called 46.14 acre tract (Parcel A-1), conveyed to Mary Taylor Henderson, recorded in Document Number 14038509 of the O.P.R.H.C.T., also being on the northwest line of a called 30.01 acre tract, conveyed to Kelly McCracken Barnhill and John Williamson Barnhill III, recorded in Volume 2397, Page 419 of the O.P.R.H.C.T.;

THENCE with the southeast line of said 70.0 acre tract, being the northwest line of said 30.01 acre tract, the following two (2) courses and distances:

- 1) **S45°06'34”W**, a distance of **346.35 feet** to a calculated point, and
- 2) **S27°18'48”W**, a distance of **119.66 feet** to a calculated point;

THENCE S23°43'06”W, continuing with the southeast line of said 70.0 acre tract, in part with the northwest line of said 30.01 acre tract, and with the northwest line of a called 15.00 acre tract (Parcel D-1), conveyed to John Williamson Barnhill III and Kelly McCracken Barnhill, recorded in Volume 2714, Page 206 of the O.P.R.H.C.T., also with the northwest line of the remainder of a called 13.80 acre tract, conveyed to William B. Mitchell and Mary G. Mitchell, recorded in Document Number 13037883 of the O.P.R.H.C.T., and also with the northwest line of a called 10.264 acre tract, conveyed to Dinah Babcock, recorded in Document Number 20010165 of the O.P.R.H.C.T., for a total distance of **874.36 feet** to a 1/2-inch iron rod found for an angle point in the southeast line of said 70.0 acre tract, being the west corner of said 10.264 acre tract, same being the north corner of a called 20.50 acre tract, conveyed to Dinah Babcock, recorded in Document Number 15003985 of the O.P.R.H.C.T.;

THENCE with the southeast line of said 70.0 acre tract, being the northwest line of said 20.50 acre tract, the following four (4) courses and distances:

- 1) **S08°52'28”W**, a distance of **209.97 feet** to a 5/8-inch iron rod with cap stamped “Staudt”,
- 2) **S03°11'36”E**, a distance of **190.05 feet** to a calculated point,
- 3) **S13°58'57”W**, a distance of **268.75 feet** to a calculated point, and
- 4) **S27°47'40”W**, a distance of **320.07 feet** to a calculated point for an angle point in the southwest line of said 70.0 acre tract, being the west corner of said 20.50 acre tract, same being the north corner of a called 23.73 acre tract (Tract 1), conveyed to Sharon Lynn Hall Lasiter, recorded in Document Number 19037418 of the O.P.R.H.C.T.;

(CONTINUED ON NEXT PAGE)



7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

THENCE with the southeast line of said 70.0 acre tract, being the northwest line of said 23.73 acre tract, and the northwest line of a called 2.85 acre tract (Tract 2), conveyed to Sharon Lynn Hall Lasiter, recorded in said Document Number 19037418 of the O.P.R.H.C.T., the following two (2) courses and distances:

- 1) **S35°07'43"W**, a distance of **339.92 feet** to a 1/2-inch iron rod found, and
- 2) **S37°46'28"W**, passing at a distance of 837.72 feet, a calculated point for the west corner of said 23.73 acre tract, being the north corner of said 2.85 acre tract, and continuing for a total distance of **987.16 feet** to a calculated point for the south corner of said 70.0 acre tract, being the west corner of said 2.85 acre tract, also being on a northeast line of a called 1,240.674 acre tract, conveyed to L.L Ranch Investments, L.P, recorded in Document Number 19035342 of the O.P.R.H.C.T.;

THENCE N61°18'39"W, with the south line of said 70.0 acre tract, being the northeast line of said 1,240.674 acre tract, a distance of **25.32 feet** to a calculated point;

THENCE over and across said 70.0 acre tract the following nine (9) courses and distances:

- 1) **N37°46'28"E**, a distance of **990.58 feet** to a calculated point,
- 2) **N35°07'43"E**, a distance of **337.74 feet** to a calculated point,
- 3) **N27°47'40"E**, a distance of **315.44 feet** to a calculated point,
- 4) **N13°58'57"E**, a distance of **261.95 feet** to a calculated point,
- 5) **N03°11'36"W**, a distance of **188.92 feet** to a calculated point,
- 6) **N08°52'28"E**, a distance of **215.87 feet** to a calculated point,
- 7) **N23°43'06"E**, a distance of **878.41 feet** to a calculated point,
- 8) **N27°18'48"E**, a distance of **124.36 feet** to a calculated point, and
- 9) **N45°06'34"E**, a distance of **350.95 feet** to a calculated point on the northeast line of said 70.0 acre tract, being the southwest line of said remainder of a called 46.14 acre tract, from which a 1/2-inch iron rod with cap stamped "Matkin & Hoover" found for the north corner of said 70.0 acre tract, being the west corner of said remainder of a called 46.14 acre tract, bears **N43°19'26"W**, a distance of **980.34 feet**;

(CONTINUED ON NEXT PAGE)



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THENCE S43°19'26"E, with the common line between said 70.0 acre tract and said remainder of a called 46.14 acre tract, a distance of **25.01 feet** to the **POINT OF BEGINNING** and containing 2.101 acres.

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by dividing by the surface adjustment factor of 1.000062987703201 and using Control Point #1 as the point of origin.
 Units: U.S. Survey Feet.

Control Point #1:
 Northing: 13,999,321.22
 Easting: 2,267,673.12
 Description" 1/2-inch iron rod with cap stamped "Doucet Control" located approximately 220 feet southwest from Silver Creek Road at the cattle guard.

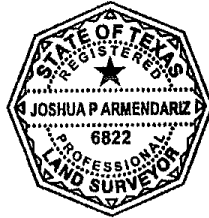
This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

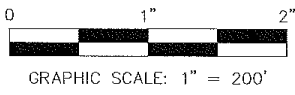
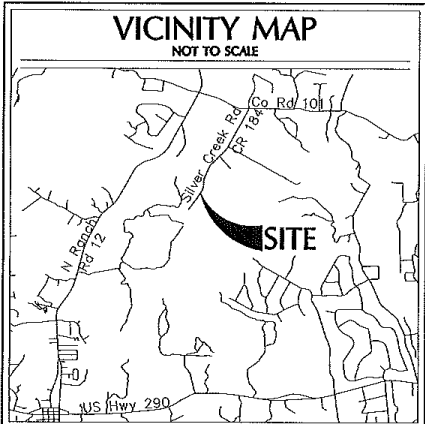
I, Joshua P. Armendariz, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.

11/19/2024

Date

Joshua P. Armendariz
 Registered Professional Land Surveyor
 Texas Registration No. 6822
 Doucet, A Kleinfelder Company
 JArmendariz@Kleinfelder.com
 TBPELS Firm Registration No. 10194551

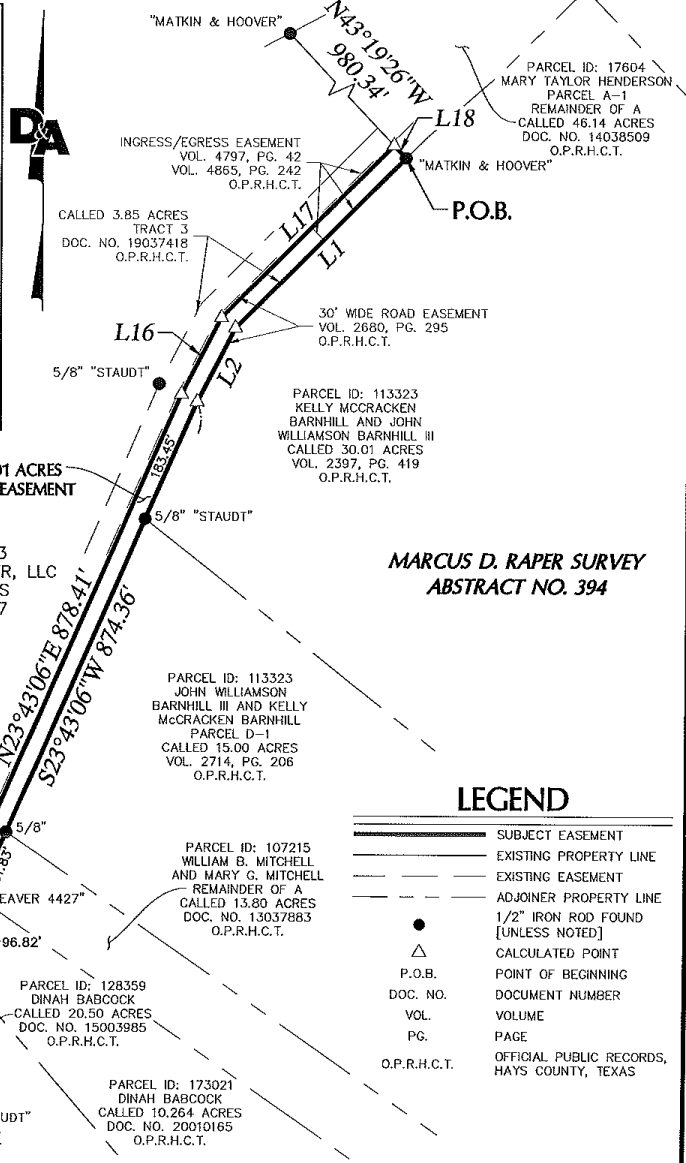




LINE	BEARING	DISTANCE
L1	S45°06'34"W	346.35'
L2	S27°18'48"W	119.66'
L3	S08°52'28"W	209.97'
L4	S03°11'36"E	190.05'
L5	S13°58'57"W	268.75'
L6	S27°47'40"W	320.07'
L7	S35°07'43"W	339.92'
L8	S37°46'28"W	987.16'
L9	N61°18'39"W	25.32'
L10	N37°46'28"E	990.58'
L11	N35°07'43"E	337.74'
L12	N27°47'40"E	315.44'
L13	N13°58'57"E	261.95'
L14	N03°11'36"W	188.92'
L15	N08°52'28"E	215.87'
L16	N27°18'48"E	124.36'
L17	N45°08'34"E	350.95'
L18	S43°19'26"E	25.01'

PARCEL ID: 184803
 DRIPPING SPRINGS OWNER, LLC
 CALLED 70.0 ACRES
 DOC. NO. 21070257
 O.P.R.H.C.T.

INGRESS/EGRESS
 EASEMENT
 VOL. 4797, PG. 51
 VOL. 4865, PG. 252
 O.P.R.H.C.T.



MARCUS D. RAPER SURVEY
 ABSTRACT NO. 394

LEGEND

	SUBJECT EASEMENT
	EXISTING PROPERTY LINE
	EXISTING EASEMENT
	ADJOINER PROPERTY LINE
	1/2" IRON ROD FOUND [UNLESS NOTED]
	CALCULATED POINT
	P.O.B.
	DOC. NO.
	VOL.
	PG.
	O.P.R.H.C.T.
	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

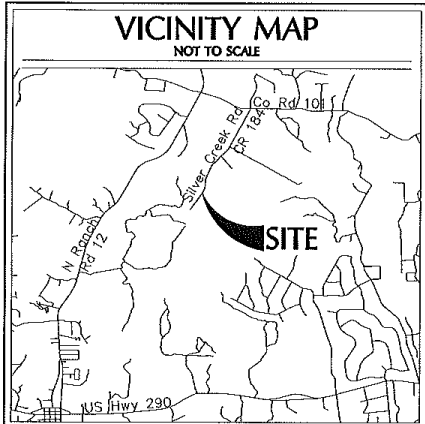
MATCHLINE SHEET 5

2.101 ACRE
 PUA EASEMENT
 EXHIBIT
 CITY OF DRIPPING SPRINGS,
 HAYS COUNTY, TEXAS

DOUCET
 A Kleinfelder Company
 Civil Engineering // Entitlements // Geospatial
 7401 B. Highway 71 W, Ste. 160
 Austin, TX 78735, Tel: (512)-583-2600
 www.doucetengineers.com
 TBPE Firm Number: 3937
 TBPELS Firm Number: 10194551

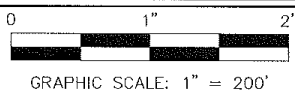
Date:	11/19/2024
Scale:	1" = 200'
Drawn by:	JWF
Reviewer:	JA
Project:	2408-002
Sheet:	4 OF 5
Field Book:	556
Party Chief:	ADM
Survey Date:	04/19/2023

MATCHLINE SHEET 4



LEGEND

- SUBJECT EASEMENT
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- ADJOINER PROPERTY LINE
- 1/2" IRON ROD FOUND [UNLESS NOTED]
- △ CALCULATED POINT
- POINT OF BEGINNING
- P.O.B.
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- PG. PAGE
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS



PARCEL ID: 184803
 DRIPPING SPRINGS OWNER, LLC
 CALLED 70.0 ACRES
 DOC. NO. 21070257
 O.P.R.H.C.T.

PARCEL ID: 126359
 DINAH BABCOCK
 CALLED 20.50 ACRES
 DOC. NO. 15003985
 O.P.R.H.C.T.

CONTROL NOTE:
 BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE LOCAL SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.000062987703201 AND USING CONTROL POINT 1 AS THE POINT OF ORIGIN.
 UNITS: US SURVEY FEET.

BASE POINT INFORMATION
 CPI (OPUS)
 N=13,999,321.22'
 E=2,267,673.12'

30' WIDE ROAD EASEMENT
 VOL. 2680, PG. 295
 O.P.R.H.C.T.

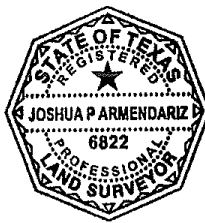
PARCEL ID: 94015
 SHARON LYNN HALL LASITER
 TRACT 1
 CALLED 23.73 ACRES
 DOC. NO. 19037418
 O.P.R.H.C.T.

LINE	BEARING	DISTANCE
L1	S45°06'34"W	346.35'
L2	S27°18'48"W	119.66'
L3	S08°52'28"W	209.97'
L4	S03°11'36"E	190.05'
L5	S13°58'57"W	268.75'
L6	S27°47'40"W	320.07'
L7	S35°07'43"W	339.92'
L8	S37°46'28"W	987.16'
L9	N61°18'39"W	25.32'
L10	N37°46'28"E	990.58'
L11	N35°07'43"E	337.74'
L12	N27°47'40"E	315.44'
L13	N13°58'57"E	261.95'
L14	N03°11'36"W	188.92'
L15	N08°52'28"E	215.87'
L16	N27°18'48"E	124.36'
L17	N45°06'34"E	350.95'
L18	S43°19'26"E	25.01'

2.101 ACRES
 PUA EASEMENT
 MARCUS D. RAPER SURVEY
 ABSTRACT NO. 394

LL RANCH INVESTMENTS, LP
 CALLED 1,240.674 ACRES
 DOC. NO. 19035342
 O.P.R.H.C.T.

SHARON LYNN HALL LASITER
 TRACT 2
 CALLED 2.85 ACRES
 DOC. NO. 19037418
 O.P.R.H.C.T.



I, JOSHUA P. ARMENDARIZ, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

Joshua P. Armendariz
 11/19/2024
 JOSHUA P. ARMENDARIZ
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6822
 DOUCET, A KLEINFELDER COMPANY
 JARMENDARIZ@KLEINFELDER.COM

2.101 ACRE
 PUA EASEMENT
 EXHIBIT
 CITY OF DRIPPING SPRINGS,
 HAYS COUNTY, TEXAS

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Date:	11/19/2024
Scale:	1" = 200'
Drawn by:	JWF
Reviewer:	JA
Project:	2408-002
Sheet:	5 OF 5
Field Book:	556
Party Chief:	ADM
Survey Date:	04/19/2023

EXHIBIT "B"

Temporary Construction Easement:



7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

Silver Creek PUA Temporary Construction Easement
Hays County, Texas

D&A Job No. 2408-002
November 19, 2024

METES & BOUNDS

DESCRIPTION OF A 3.363 ACRE [146,505 SQUARE FEET] TRACT OUT OF THE MARCUS D. RAPER SURVEY, ABSTRACT NUMBER 394, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 70.0 ACRE TRACT, CONVEYED TO DRIPPING SPRINGS OWNER, LLC, RECORDED IN DOCUMENT NUMBER 21070257 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "Matkin & Hoover" found for the east corner of said 70.0 acre tract, being the south corner of the remainder of a called 46.14 acre tract (Parcel A-1), conveyed to Mary Taylor Henderson, recorded in Document Number 14038509 of the O.P.R.H.C.T., also being on the northwest line of a called 30.01 acre tract, conveyed to Kelly McCracken Barnhill and John Williamson Barnhill III, recorded in Volume 2397, Page 419 of the O.P.R.H.C.T.;

THENCE with the southeast line of said 70.0 acre tract, being the northwest line of said 30.01 acre tract, the following two (2) courses and distances:

- 1) **S45°06'34"W**, a distance of **346.35 feet** to a calculated point, and
- 2) **S27°18'48"W**, a distance of **119.66 feet** to a calculated point;

THENCE S23°43'06"W, continuing with the southeast line of said 70.0 acre tract, in part with the northwest line of said 30.01 acre tract, and with the northwest line of a called 15.00 acre tract (Parcel D-1), conveyed to John Williamson Barnhill III and Kelly McCracken Barnhill, recorded in Volume 2714, Page 206 of the O.P.R.H.C.T., also with the northwest line of the remainder of a called 13.80 acre tract, conveyed to William B. Mitchell and Mary G. Mitchell, recorded in Document Number 13037883 of the O.P.R.H.C.T., and also with the northwest line of a called 10.264 acre tract, conveyed to Dinah Babcock, recorded in Document Number 20010165 of the O.P.R.H.C.T., for a total distance of **874.36 feet** to a 1/2-inch iron rod found for an angle point in the southeast line of said 70.0 acre tract, being the west corner of said 10.264 acre tract, same being the north corner of a called 20.50 acre tract, conveyed to Dinah Babcock, recorded in Document Number 15003985 of the O.P.R.H.C.T.;

THENCE with the southeast line of said 70.0 acre tract, being the northwest line of said 20.50 acre tract, the following four (4) courses and distances:

- 1) **S08°52'28"W**, a distance of **209.97 feet** to a 5/8-inch iron rod with cap stamped "Staudt",
- 2) **S03°11'36"E**, a distance of **190.05 feet** to a calculated point,
- 3) **S13°58'57"W**, a distance of **268.75 feet** to a calculated point, and
- 4) **S27°47'40"W**, a distance of **320.07 feet** to a calculated point for an angle point in the southwest line of said 70.0 acre tract, being the west corner of said 20.50 acre tract, same being the north corner of a called 23.73 acre tract (Tract 1), conveyed to Sharon Lynn Hall Lasiter, recorded in Document Number 19037418 of the O.P.R.H.C.T.;

(CONTINUED ON NEXT PAGE)



7401B Highway 71 West, Suite 160, Austin, TX 78735
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Fax: 512.583.2601
Doucetengineers.com

THENCE with the southeast line of said 70.0 acre tract, being the northwest line of said 23.73 acre tract, and the northwest line of a called 2.85 acre tract (Tract 2), conveyed to Sharon Lynn Hall Lasiter, recorded in said Document Number 19037418 of the O.P.R.H.C.T., the following two (2) courses and distances:

- 1) **S35°07'43"W**, a distance of **339.92 feet** to a 1/2-inch iron rod found, and
- 2) **S37°46'28"W**, passing at a distance of 837.72 feet, a calculated point for the west corner of said 23.73 acre tract, being the north corner of said 2.85 acre tract, and continuing for a total distance of **987.16 feet** to a calculated point for the south corner of said 70.0 acre tract, being the west corner of said 2.85 acre tract, also being on a northeast line of a called 1,240.674 acre tract, conveyed to LL Ranch Investments, LP, recorded in Document Number 19035342 of the O.P.R.H.C.T.;

THENCE N61°18'39"W, with the south line of said 70.0 acre tract, being the northeast line of said 1,240.674 acre tract, a distance of **40.51 feet** to a calculated point;

THENCE over and across said 70.0 acre tract the following nine (9) courses and distances:

- 1) **N37°46'28"E**, a distance of **992.63 feet** to a calculated point,
- 2) **N35°07'43"E**, a distance of **336.43 feet** to a calculated point,
- 3) **N27°47'40"E**, a distance of **312.66 feet** to a calculated point,
- 4) **N13°58'57"E**, a distance of **257.86 feet** to a calculated point,
- 5) **N03°11'36"W**, a distance of **188.24 feet** to a calculated point,
- 6) **N08°52'28"E**, a distance of **219.41 feet** to a calculated point,
- 7) **N23°43'06"E**, a distance of **880.83 feet** to a calculated point,
- 8) **N27°18'48"E**, a distance of **127.18 feet** to a calculated point, and
- 9) **N45°06'34"E**, a distance of **353.71 feet** to a calculated point on the northeast line of said 70.0 acre tract, being the southwest line of said remainder of a called 46.14 acre tract, from which a 1/2-inch iron rod with cap stamped "Matkin & Hoover" found for the north corner of said 70.0 acre tract, being the west corner of said remainder of a called 46.14 acre tract, bears **N43°19'26"W**, a distance of **965.34 feet**;

(CONTINUED ON NEXT PAGE)



7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

THENCE S43°19'26"E, with the common line between said 70.0 acre tract and said remainder of a called 46.14 acre tract, a distance of **40.01 feet** to the **POINT OF BEGINNING** and containing 3.363 acres [146,505 square feet].

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by dividing by the surface adjustment factor of 1.000062987703201 and using Control Point #1 as the point of origin.
Units: U.S. Survey Feet.

Control Point #1:
Northing: 13,999,321.22
Easting: 2,267,673.12
Description" 1/2-inch iron rod with cap stamped "Doucet Control" located approximately 220 feet southwest from Silver Creek Road at the cattle guard.

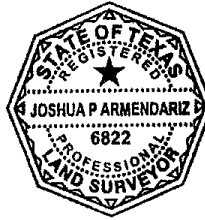
This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

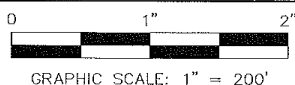
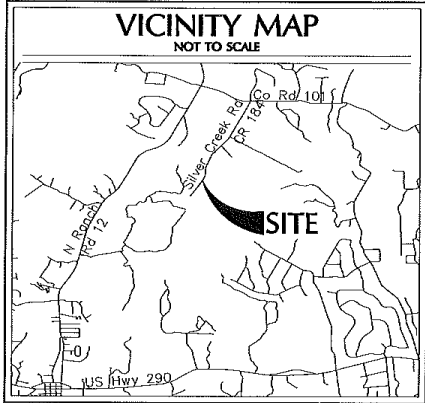
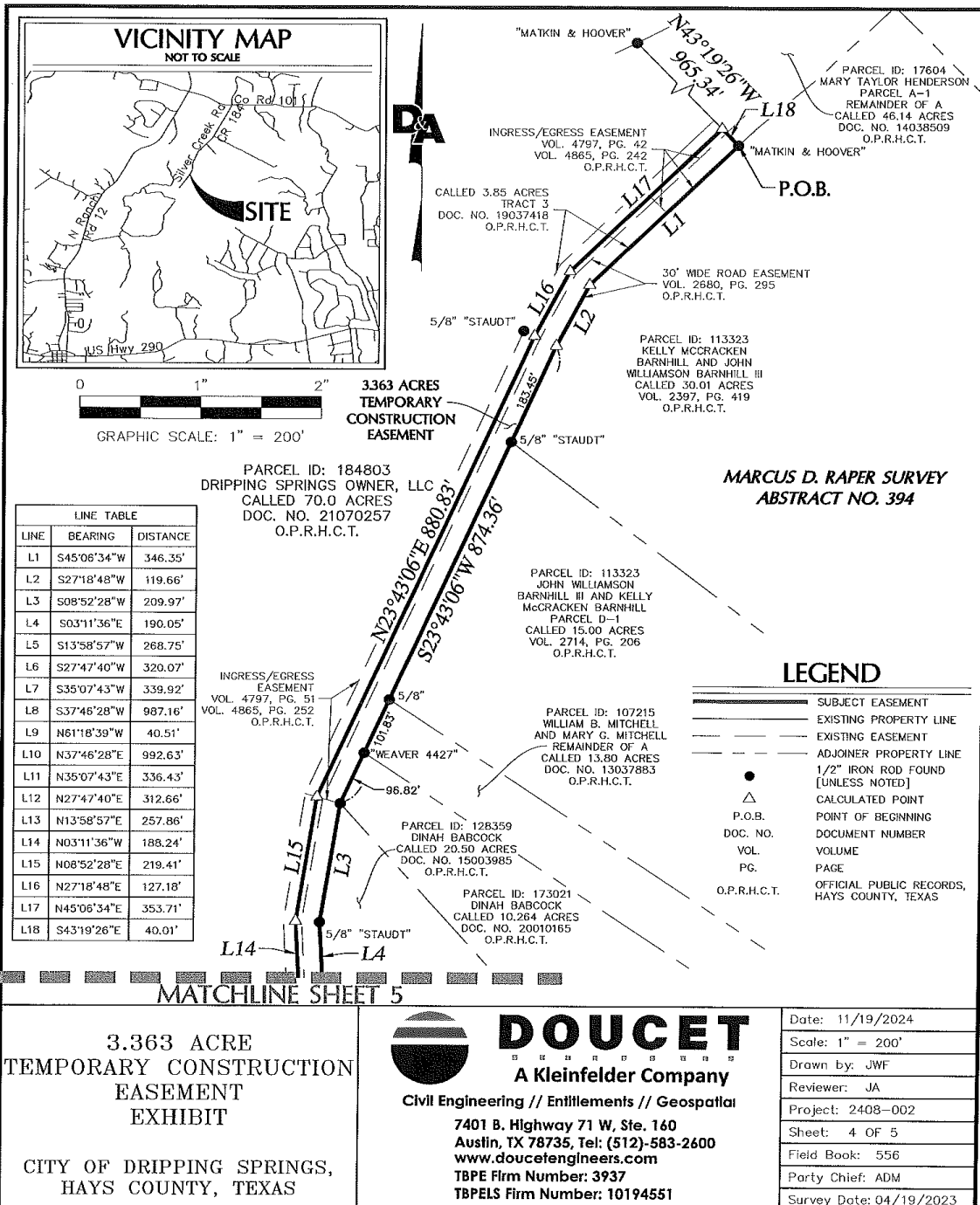
I, Joshua P. Armendariz, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.

11/19/2024

Date

Joshua P. Armendariz
Registered Professional Land Surveyor
Texas Registration No. 6822
Doucet, A Kleinfelder Company
JArmendariz@Kleinfelder.com
TBPELS Firm Registration No. 10194551





LINE	BEARING	DISTANCE
L1	S45°06'34\"W	346.35'
L2	S27°18'48\"W	119.66'
L3	S08°52'28\"W	209.97'
L4	S03°11'36\"E	190.05'
L5	S13°58'57\"W	268.75'
L6	S27°47'40\"W	320.07'
L7	S35°07'43\"W	339.92'
L8	S37°46'28\"W	987.16'
L9	N61°18'39\"W	40.51'
L10	N37°46'28\"E	992.63'
L11	N35°07'43\"E	336.43'
L12	N27°47'40\"E	312.66'
L13	N13°58'57\"E	257.86'
L14	N03°11'36\"E	188.24'
L15	N08°52'28\"E	219.41'
L16	N27°18'48\"E	127.18'
L17	N45°06'34\"E	353.71'
L18	S43°19'26\"E	40.01'

PARCEL ID: 184803
 DRIPPING SPRINGS OWNER, LLC
 CALLED 70.0 ACRES
 DOC. NO. 21070257
 O.P.R.H.C.T.

MARCUS D. RAPER SURVEY
 ABSTRACT NO. 394


LEGEND

	SUBJECT EASEMENT
	EXISTING PROPERTY LINE
	EXISTING EASEMENT
	ADJOINER PROPERTY LINE
	1/2\" IRON ROD FOUND [UNLESS NOTED]
	CALCULATED POINT
	P.O.B.
	DOC. NO.
	VOL.
	PG.
	O.P.R.H.C.T.
	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

MATCHLINE SHEET 5

**3.363 ACRE
 TEMPORARY CONSTRUCTION
 EASEMENT
 EXHIBIT**

CITY OF DRIPPING SPRINGS,
 HAYS COUNTY, TEXAS



DOUCET
 A Kleinfelder Company

Civil Engineering // Entitlements // Geospatial

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Field Book:	556
Party Chief:	ADM
Survey Date:	04/19/2023

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE**

This Agreement for the Provision of Nonstandard Retail Water Service (the “Agreement”) is entered into by and between the West Travis County Public Utility Agency (the “WTCPUA”) a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and Southern Land Company, LLC (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop 32 Single Family lots within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

WHEREAS, Developer desires to obtain retail water service to the Proposed Development;

WHEREAS, Developer and the WTCPUA desire to enter into this Agreement to set forth the terms and conditions upon which the WTCPUA will provide retail water

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:

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

Section 1.1 **Definition of Terms**: In addition to the terms defined in the Recitals above, the words and phrases as used in this Agreement shall have the meanings set forth below:

- (a) “Agreement” shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) “Developer” shall mean Southern Land Company, LLC (“or its Assignees”).
- (d) “Developer Deposit” shall mean the payment made by Developer as specified in Section 3.3 herein.
- (e) “Developer Facilities” shall mean those facilities to be constructed by Developer pursuant to this Agreement that are required to extend water service from the WTCPUA System to the Proposed Development as described on the attached **Exhibit B**.
- (f) “Effective Date” shall mean the date of the last signature to this Agreement.

- (g) “Impact Fees” shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water facilities that are identified in the WTCPUA’s ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) “Reservation Fee” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) “Reservation Period” shall mean a four (4) year period commencing on the date of the Written Service Commitment.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “Written Service Commitment” shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (m) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) "WTCPUA Rules and Policies" shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies as amended from time to time.
- (o) "WTCPUA System" shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.
- (p) “Water Line Easement” means a 25’ wide permanent water line easement and 40’ wide temporary construction easement extending from Sunset Canyon thru the proposed Mitchell Development to Silver Creek Road and extending to the northern boundary of the Proposed Lunaroya Development on Silver Creek Dr and extending to terminate at the boundary with Double L Ranch. The Developer shall provide the permanent water line easement and temporary construction easement, as needed, at his sole cost and expense.

Section 1.2 Article and Section Headings. The headings and titles of the several articles and sections of this Agreement are solely for convenience and reference and shall not affect the meaning, construction or effect of the provisions hereof.

Section 1.3 Interpretation. The singular form of any word used herein shall include the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender herein shall include all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide up to 32 LUEs of domestic water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. **Water is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed.** In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 32 LUEs of domestic water service. Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under WTCPUA Rules and Policies.

Section 2.2 No Implied Waivers or Credits. Nothing in this Agreement shall be interpreted to waive service conditions for Retail Customers in the Proposed Development or otherwise grant credit to Developer or the Proposed Development or any portion thereof for any fee, charge, or payment, otherwise applicable under this Agreement or WTCPUA's Rules and Policies, except as provided in Section 4.2.

Section 2.3 USFWS Compliance. The Developer shall adopt one of the alternative water quality measures required for the Proposed 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.

ARTICLE III
FACILITIES FOR THE PROPOSED DEVELOPMENT

Section 3.1 Construction of Facilities. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies. Further, the Developer, at its sole cost and expense, shall grant to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.

Section 3.2 Construction of Offsite Water Line Easement. Developer shall convey to WTCPUA in a form and manner acceptable to WTCPUA, a 25' wide permanent water line easement and 40' wide temporary construction easement extending from the Sunset Canyon subdivision thru the proposed development to Silver Creek Road and extending to the northern boundary of the Lunaroya Development on Silver Creek Dr and extending to terminate at the boundary of Double L Ranch.

Section 3.3 Developer Deposit. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000 ("Developer Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV
COMMENCEMENT OF SERVICE BY WTCPUA

Section 4.1 Conditions Precedent to Commencement of Facilities Construction or Service. Except as provided in Section 4.2, Developer and WTCPUA agree that the WTCPUA is not required to approve commencement of facilities construction or commence retail water service to a Retail Customer in the Proposed Development until Developer and/or a Retail Customer has complied with WTCPUA Rules and Policies including:

Prior to release of plans for construction, the Developer shall pay all required engineering review fees, outside engineering and legal fees, inspection fees, reservation fees, and impact fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.

Prior to release of water meters for the Proposed Development, the Developer shall submit close

out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including but not limited to, any outstanding engineering review fees, outside engineering and legal fees and deposit replenishment billings, tap fees, meter-drop in fees and all other associated meter fees. All close out documents shall be submitted and approved by the PUA within 45 calendar days of substantial completion of the PUA approved project; otherwise, the project shall be considered expired and shall be subject to a new SER application and review process.

Each customer within the Proposed Development is encouraged to install and maintain a customer service pressure reducing valve located on the water service line located outside the respective customer's meter box.

Developer agrees and understands that the WTCPUA's commitment of 32 LUEs of water service runs with and is assigned to the Proposed Development.

Section 4.2 **Impact Fees.** Developer agrees to pay such Impact Fees (current Impact Fee rates in effect at the time of payment) for 32 LUEs to the WTCPUA. Impact Fees shall be paid prior to construction plan approval; however, Developer may choose to pay Impact Fees at any earlier time to avoid the assessment of annual reservations fees in accordance with Section 4.3 if the Impact Fee payment date is earlier than the annual due date of the Reservation Fees. Paid Reservation Fees will not offset or be credited against Impact Fee assessments.

Section 4.3. **Reservation Fees.** Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the date of the Written Service Commitment times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period ("Due Date"). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable and paid reservation fees will not offset or be credited against impact fee assessments. If Reservation Fees are not paid on the Due Date, such nonpayment shall be an event of default. **If Developer fails to pay Reservation Fees on the Due Date, the WTCPUA may terminate this Agreement, with immediate effect, by giving notice to the Developer.** Any remaining LUEs for which Reservation Fees are not paid will no longer be considered in "reserved status" and such nonpayment will be considered a breach of contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

Should Developer transfer or assign this Agreement, neither the reservation of nor right to reserve LUEs shall be automatically assigned to any future successor in interest of the Developer as a component of any assignment of this Agreement without express written consent of the WTCPUA.

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 32 LUEs of water has not been installed in accordance with

WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years' Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of 32 LUEs of water service runs with and is assigned to the Proposed Development.

Section 4.4 **Right of Access.** Developer agrees to provide the WTCPUA with immediate access to the Developer Facilities, or any other portion of the Developer Facilities, when required for the WTCPUA to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Developer Facilities.

ARTICLE V **TERM; DEFAULT**

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the "Effective Date"). WTCPUA may terminate this agreement upon written notice to Developer for any of the 32 LUEs water for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money to WTCPUA and is not capable of being cured within thirty days, WTCPUA may terminate this Agreement upon written notice to Developer. Upon termination of this Agreement, including termination for nonpayment of Reservation Fees, WTCPUA will retain all payments made, if any, by Developer to the WTCPUA made under this Agreement and WTCPUA shall have no duty to extend water service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.

Developer: Shane White
Southern Land Company, LLC
4514 Cole Avenue, Suite 810
Dallas, Texas 75205

Email: jacharris@kleinfelder.com

Section 6.4 Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a Court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

Section 6.5 Applicable Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Venue for any action arising under this Agreement shall be in Travis County, Texas.

Section 6.6 Time is of the Essence. Time shall be of the essence in this Agreement.

Section 6.7 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.

Section 6.8 Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be acceptable if performed on the next business day following such Saturday, Sunday or legal holiday. For purposes of this subparagraph, "legal holiday" shall mean any state or federal holiday for which financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

Section 6.9 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 6.10 Exhibits. All recitals and all schedules and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

Section 6.11 No Joint Venture, Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the Parties hereto.

[Signature pages to follow]

IN WITNESS WHEREOF, this instrument is executed on the Effective Date.

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts
President

Date: _____

ATTEST:

SOUTHERN LAND COMPANY, LLC

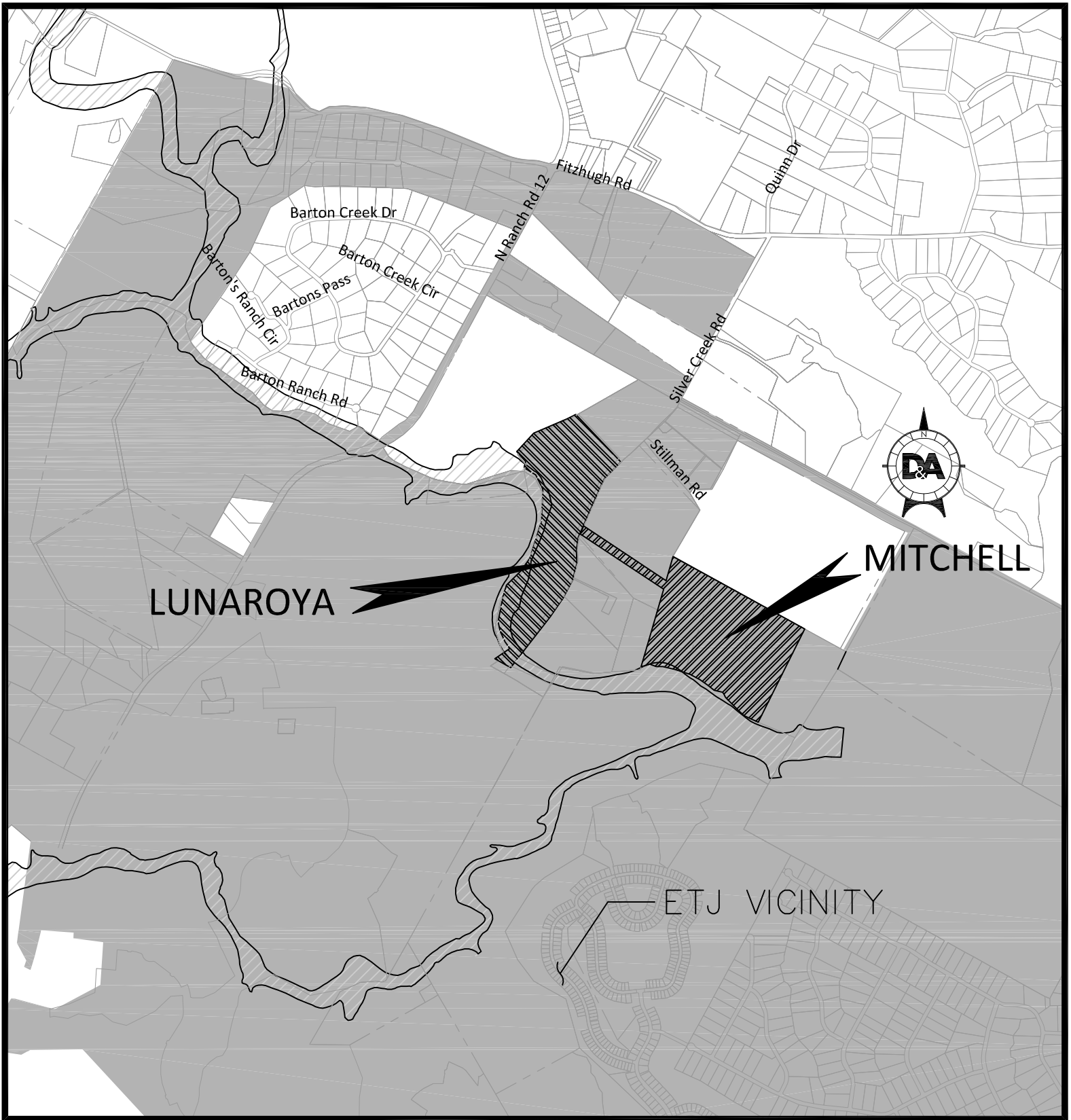
By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
CONCEPTUAL SITE PLAN & VICINITY MAP



VICINITY MAP
1" = 2000'