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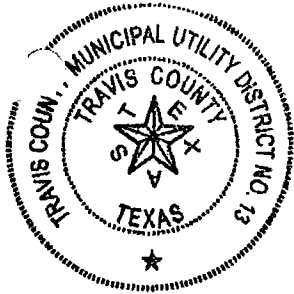
Melissa Miller, Secretary
Board of Directors

DISTRICT NO. 12:

TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 12

By: *Dan L. Robertson*
Dan L. Robertson, President
Board of Directors

Date: *June 24, 2014*



DISTRICT NO. 13:

TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 13

By: Richard D. Fadal
Richard D. Fadal, President
Board of Directors

Date: June 18, 2014

ATTEST:

Louis Granger
Louis Granger, Assistant Secretary
Board of Directors

EXHIBIT A

TRAVIS COUNTY M.U.D. 12 WATER INTERCONNECT

LAKEWAY, TEXAS

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1. COVER SHEET
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6. SANITARY MAINS
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8. CONSTRUCTION DETAILS
9. SPECIAL NOTES
10. SPECIFICATIONS

LOCATION MAP
N.T.S.

NOTES:

1. THE PROJECT IS LOCATED WITHIN THE CITY OF LAKEVIEW, TEXAS, AND IS SUBJECT TO THE CITY'S ZONING ORDINANCES AND REGULATIONS.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) STANDARD SPECIFICATIONS FOR WATER MAINS AND SANITARY MAINS.

APPROVED BY: [Signature] **DATE:** 11-4-15

DESIGNED BY: [Signature] **DATE:** 11-4-15

CHECKED BY: [Signature] **DATE:** 11-4-15

SCALE: 1"=100' (VERTICAL), 1"=100' (HORIZONTAL)

PROJECT NO.: 15001565

DATE OF PRELIMINARY DESIGN: 10/1/15

DATE OF FINAL DESIGN: 11/4/15

REVISIONS: 1. REVISED FOR APPROVAL BY TRAVIS COUNTY M.U.D. 12

UNLESS NOTED: N/A

NOTES: N/A

DATE: 11-4-15

OWNER: TRAVIS COUNTY M.U.D. 12

PROJECT: LAKEVIEW, TEXAS

DATE: 11-4-15

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

DATE: 11-4-15

OWNER: TRAVIS COUNTY M.U.D. 12

PROJECT: LAKEVIEW, TEXAS

DATE: 11-4-15

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

DATE: 11-4-15

SECTION 1: PROJECT INFORMATION

PROJECT NAME: **TRAVIS COUNTY M.U.D. 12 WATER INTERCONNECT**

PROJECT LOCATION: **STREET RELAYING, HAWTHORN & HANCOCK**

PROJECT NUMBER: **123456789**

DATE: **10/15/2023**

DESIGNED BY: **DR1**

CHECKED BY: **DR1**

DATE: **10/15/2023**

SECTION 2: GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AS ADOPTED BY THE BOARD OF SUPERVISORS OF TRAVIS COUNTY, TEXAS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL DEBRIS AND EXCESS MATERIAL.

7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.

9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.

SECTION 3: MATERIALS AND METHODS

1. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.

3. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.

5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.

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7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.

9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.

SECTION 4: SCHEDULE AND COSTS

1. THE PROJECT SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.

3. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.

5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND MATERIALS USED.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.

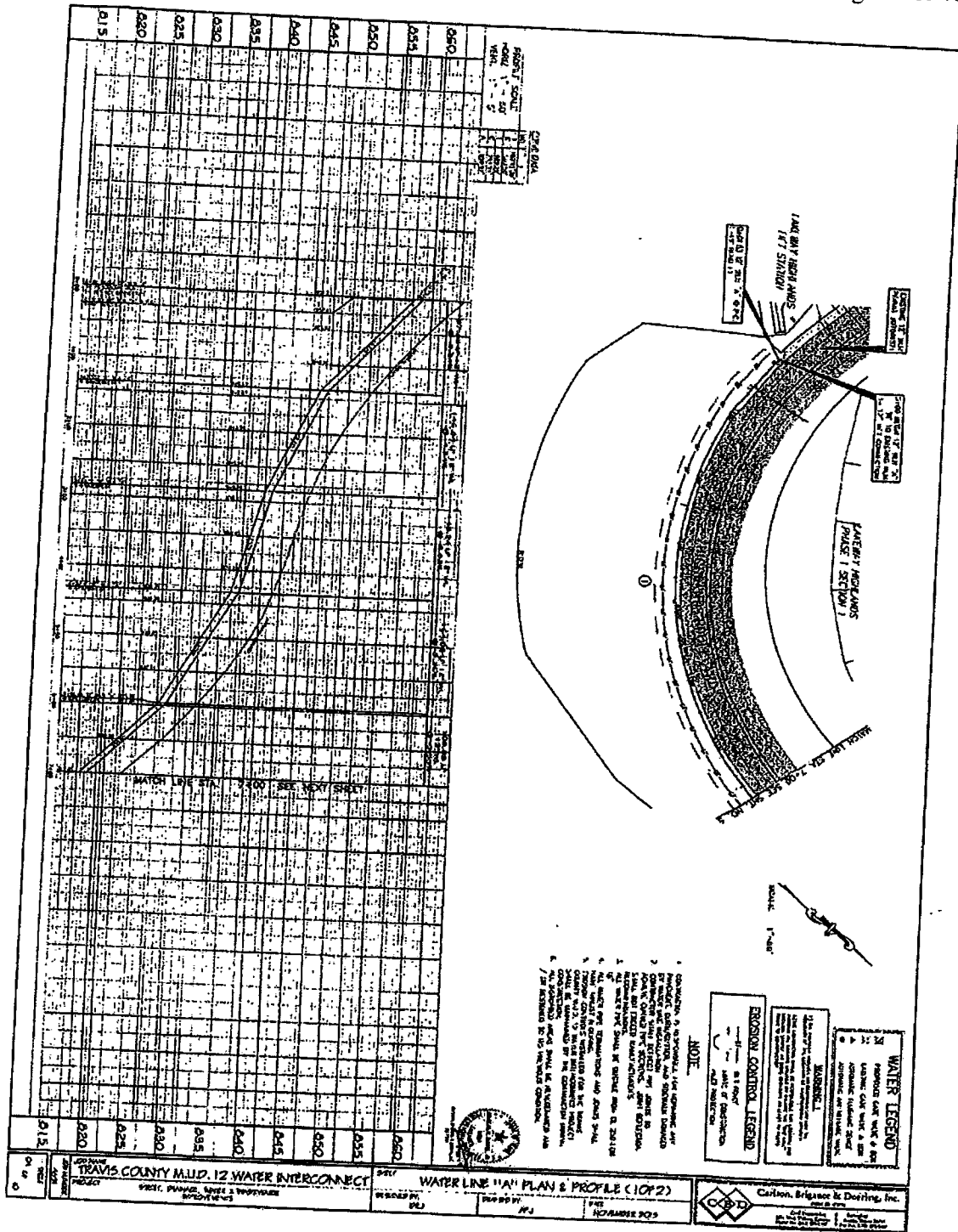
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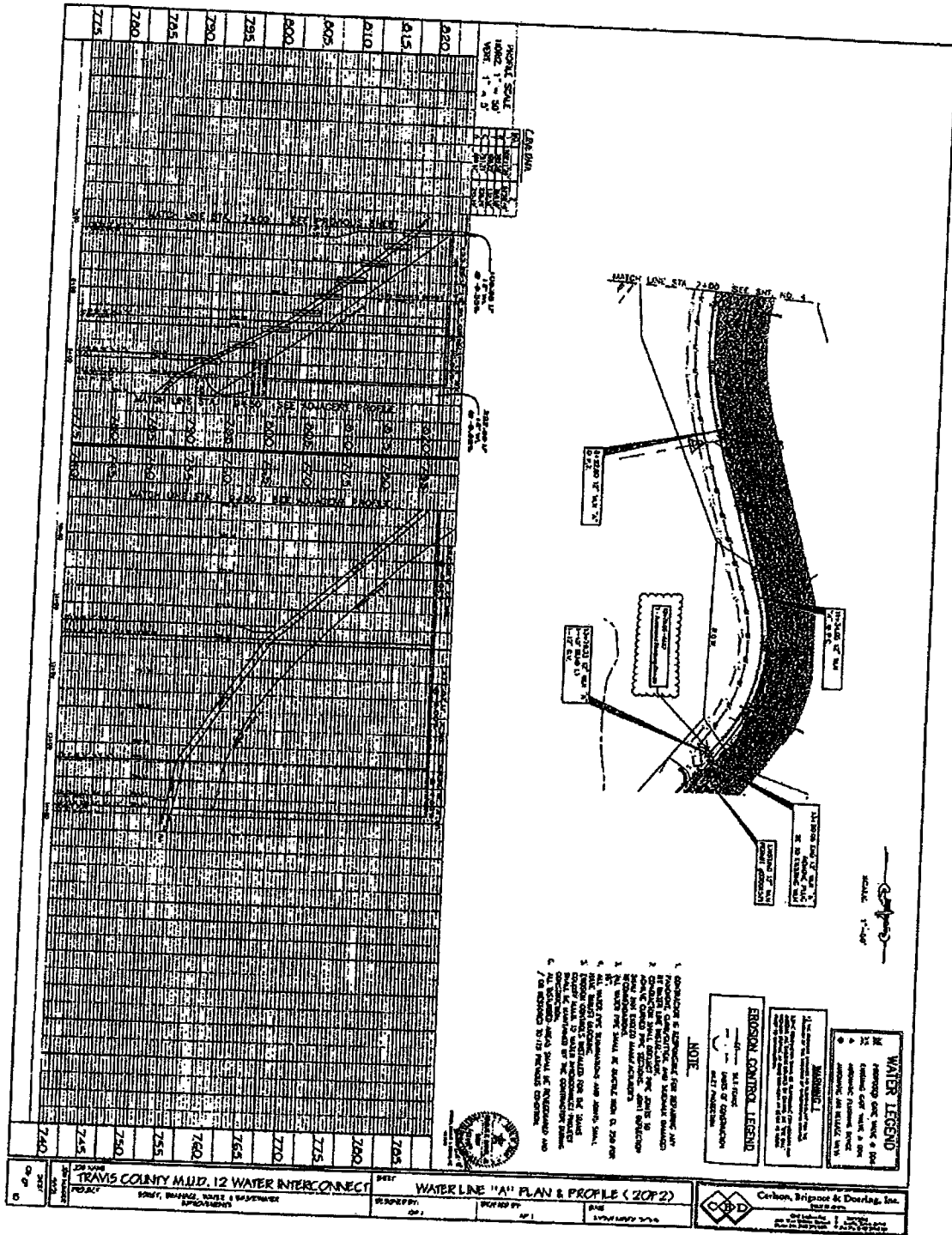
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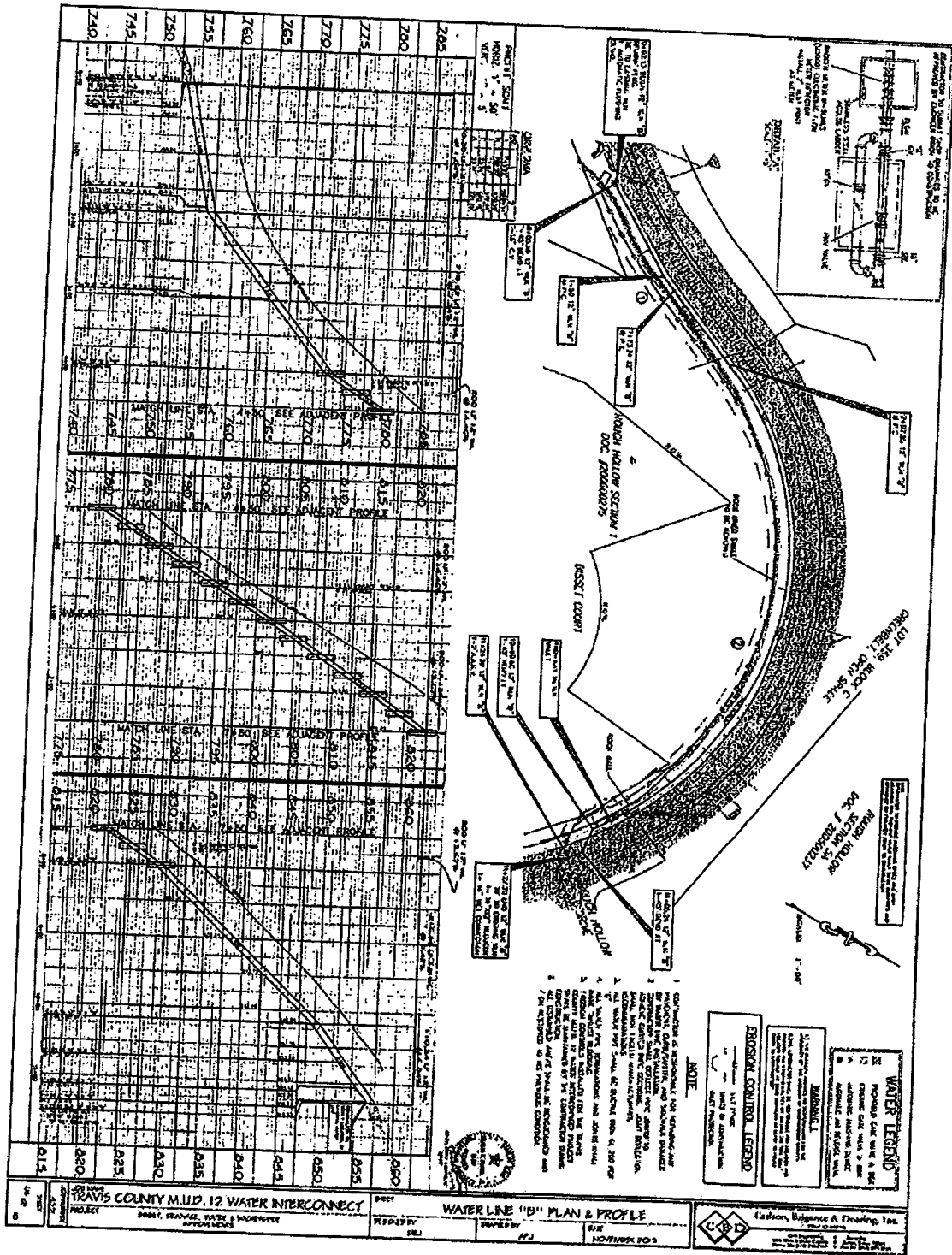
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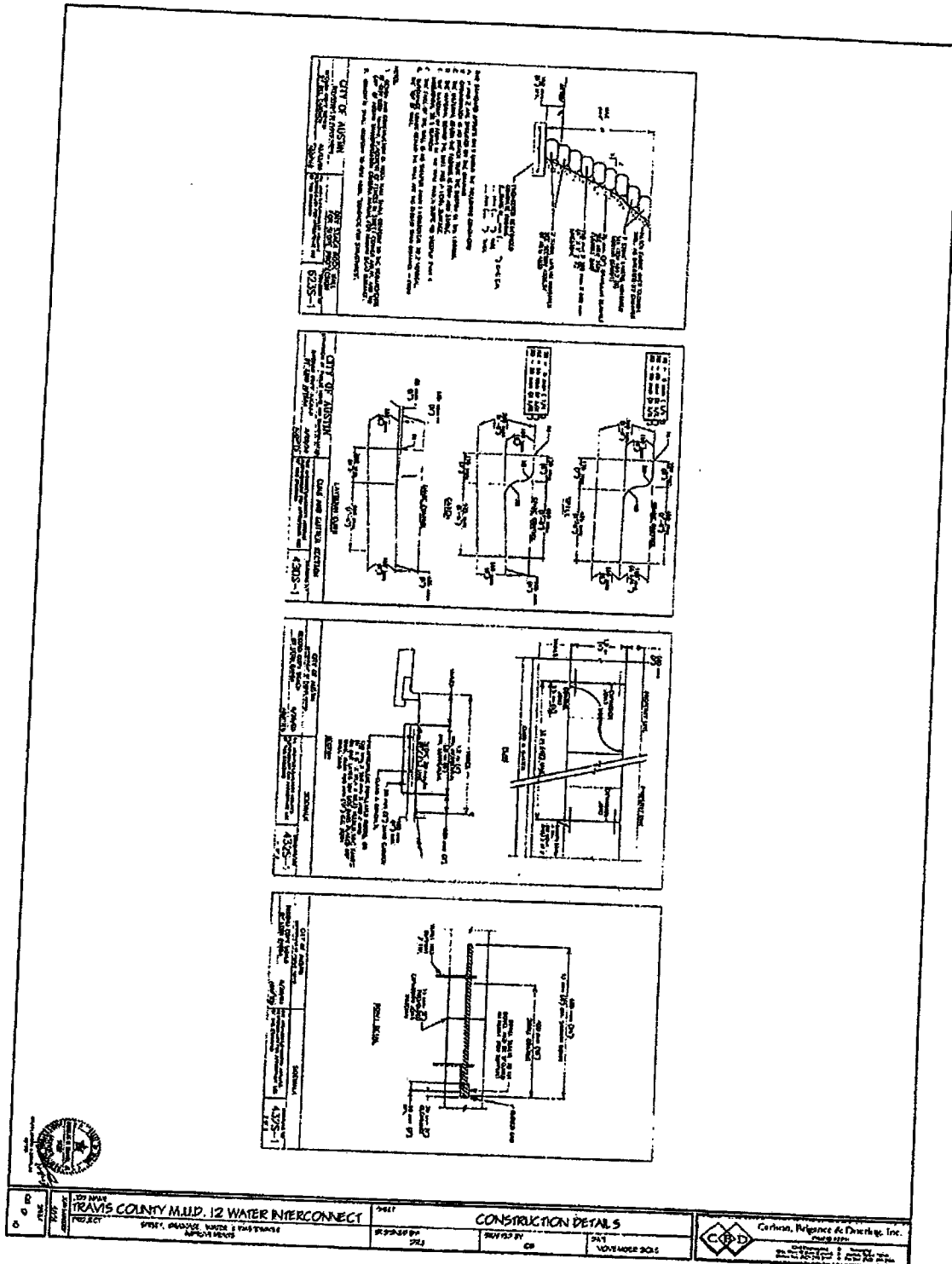
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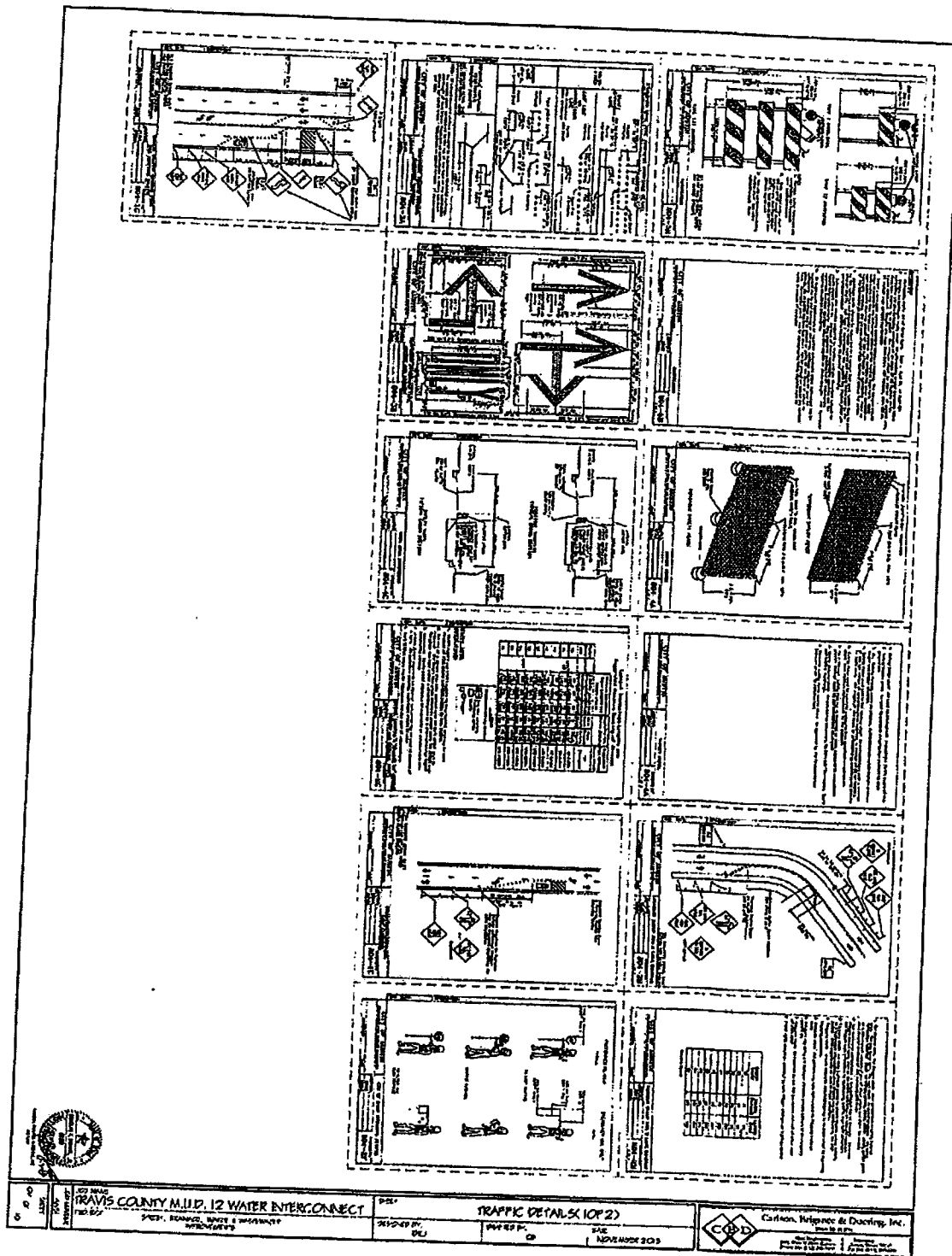




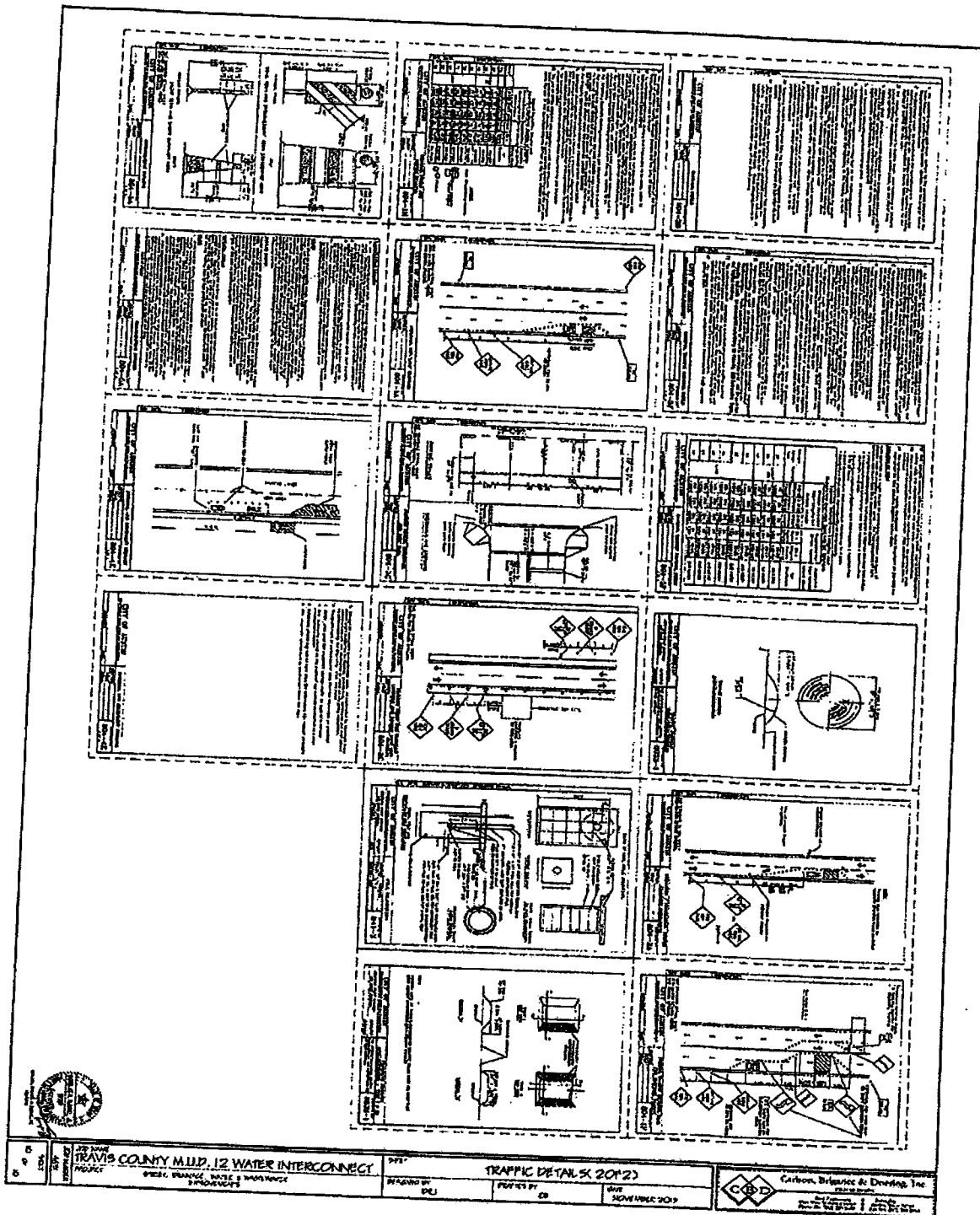
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EXHIBIT B

EXHIBIT B - CONSTRUCTION COST

TRAVIS COUNTY MUD-11
WATER INTERCONNECT

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
I. MISCELLANEOUS CONSTRUCTION ITEMS					
1	Pavement/ Curb/ Sidewalk/ Wall Repair complete and in place per lump sum	1	LS	\$85,000.00	\$85,000.00
SUBTOTAL MISCELLANEOUS CONSTRUCTION ITEMS:					\$85,000.00
II. EROSION CONTROL ITEMS					
2	Install and Maintain Silt Fence complete and in place per linear foot	2,550	LF	\$2.50	\$6,375.00
3	Inlet Protection complete and in place per each	5	EA	\$90.00	\$450.00
SUBTOTAL EROSION CONTROL ITEMS:					\$6,825.00
III. WATER ITEMS					
4	12" Ductile Iron complete and in place per linear foot	2,524	LF	\$86.00	\$217,064.00
5	12" Wet Connection complete and in place per each	3	EA	\$2,500.00	\$7,500.00
6	16" Wet Connection complete and in place per each	1	EA	\$3,000.00	\$3,000.00
7	2" A.A.R.V. complete and in place per each	1	EA	\$4,000.00	\$4,000.00
8	Automatic Flushing Device complete and in place per each	2	EA	\$7,000.00	\$14,000.00
9	12" Gate Valve complete and in place per each	1	EA	\$2,500.00	\$2,500.00
10	16" Gate Valve complete and in place per each	1	EA	\$8,000.00	\$8,000.00
11	Raise Gate Valve complete and in place per each	2	EA	\$1,000.00	\$2,000.00
12	Concrete Retards complete and in place per each	36	EA	\$250.00	\$9,000.00
13	Two-Way Meter Vault complete and in place per each	1	EA	\$14,000.00	\$14,000.00
14	Trench Safety complete and in place linear foot	2,524	LF	\$1.00	\$2,524.00
15	2-Way Water Meter complete and in place per EA	1	EA	\$7,535.00	\$7,535.00
16	16x12 Reducers complete and in place per lump sum	1	LS	\$1,697.29	\$1,697.29
17	PRV/Meter Vault Assembly complete and in place per EA	1	EA	\$31,209.43	\$31,209.43
18	Staking to be prepared by CBD complete and in place per lump sum	1	LS	\$3,700.00	\$3,700.00
SUBTOTAL WATER ITEMS:					\$327,729.72
Total Construction Cost					\$419,554.72

FIRM WATER CONTRACT

by and between

LOWER COLORADO RIVER AUTHORITY

And

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 12

LTRA - Travis County MUD No. 12

EDMS ID 203-89-5658

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- C. Depiction Of Service Area
- D. Water Conservation Plan
- E. Drought Contingency Plan
- F. Arbitration Procedures

FIRM WATER CONTRACT

This Contract is between the LOWER COLORADO RIVER AUTHORITY (hereinafter, together with its successors and assigns, "LCRA") and TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 12 (hereinafter, together with its successors and assigns as provided herein, "PURCHASER"), who, in mutual consideration of the provisions herein contained, agree as follows:

I. WATER SUPPLY

- A. MAXIMUM ANNUAL QUANTITY. From and after the Effective Date hereof, PURCHASER shall have the right to a maximum of 1,680 acre-feet (547,429,680 gallons) of raw or untreated water per annum (the "Maximum Annual Quantity" or "MAQ") made available by LCRA. PURCHASER designates the points of diversion for such water on both Lakes Austin and Travis as described and depicted in Exhibit "A" attached hereto (the "Points of Diversion"), said Exhibit depicting the location by reference to a corner of an original land survey and/or other survey point, giving course and distance and providing the latitude and longitude. Because PURCHASER is diverting from Lakes Austin and Travis, references to the amount of water made available to PURCHASER shall mean the amount of water diverted by PURCHASER under this contract.
- B. EXCEEDANCE OF MAXIMUM ANNUAL QUANTITY. If the amount of water diverted by PURCHASER for any reason exceeds the Maximum Annual Quantity stated in PURCHASER's contract during two (2) consecutive years, or two (2) out of any four (4) consecutive years, LCRA shall have the right to require PURCHASER to negotiate a new standard form water contract for an increased MAQ to the extent LCRA has additional water supplies available.
- C. SOURCE OF WATER SUPPLY. The water made available for diversion and use under this contract will be water provided from any source available to LCRA at the time PURCHASER uses water under this contract.
- (1) LCRA may make water available under this contract in accordance with LCRA's Water Management Plan, as may be amended in accordance with state law from time to time, from storage in Lakes Buchanan and/or Travis in accordance with water rights held by LCRA as set forth in Certificates of Adjudication No. 14-5478, as amended, and 14-5482, as amended.
- (2) LCRA may make water available under this contract from water rights owned by LCRA based on that certain water right previously owned by the Garwood Irrigation Company and identified as Certificate of Adjudication No. 14-5434 issued by the Texas Water Commission on June 28, 1989, as amended (herein, "Garwood's Right"). That portion of Garwood's Right that is owned by LCRA (and for which reference is made to Certificate of Adjudication No. 14-5434C issued by the Texas Natural Resource Conservation Commission) is referred to herein as "Garwood's Remaining Right."

- (a) PURCHASER acknowledges and agrees that LCRA may make water available for diversion and use under this contract from Garwood's Remaining Right only following approval by the Texas Commission on Environmental Quality, or its successors (hereafter, "TCEQ"), of amendments to allow use of Garwood's Remaining Right for the type of use authorized by this contract at the Points of Diversion.
- (b) In this event, this contract is subject to the commitments and conditions set forth in Section 7.08 of that certain Purchase Agreement, dated July 20, 1998, between Garwood Irrigation Company, as seller, and the Lower Colorado River Authority, as buyer (the "LCRA-Garwood Purchase Agreement"), and is further subject to all terms, provisions and special conditions contained within Garwood's Remaining Right, as amended. Copies of the LCRA-Garwood Purchase Agreement and Garwood's Remaining Right, as amended, are available at the following internet web-site address:

"<http://www.lcra.org/water/contracts.html>".

PURCHASER also may obtain copies of the LCRA Purchase Agreement and Garwood's Remaining Right, as amended, by request to LCRA's address for notices herein. By executing this contract, PURCHASER hereby acknowledges receipt of copies of the LCRA Purchase Agreement and Garwood's Remaining Right, as amended.

D. MUNICIPAL USE ONLY.

PURCHASER represents to LCRA and LCRA relies on such representation that all water diverted under this contract will be used by PURCHASER, Travis County Municipal Utility District No. 11 and Travis County Municipal Utility District No. 13 for municipal uses only, as such term is defined by the substantive rules for water rights of the TCEQ. In accordance with state law, any part of the water that PURCHASER diverts but does not use or consume for municipal uses in accordance with this contract shall be returned to the Colorado River or a tributary of the Colorado River.

- E. SERVICE AREA. Water made available under this contract shall only be used within that certain area consisting of a total of 1,797.139 acres, as described in Exhibit "B" attached hereto and depicted in Exhibit "C." attached hereto, together hereinafter called the "Service Area."
- F. WATER CONSERVATION AND DROUGHT CONTINGENCY MEASURES.
 - (1) PURCHASER agrees to implement the water conservation program contained in the water conservation plan (the "Water Conservation Plan") described in Exhibit "D" attached hereto. PURCHASER further agrees that the water diverted by PURCHASER pursuant to this contract will be used in accordance with such Water Conservation Plan. LCRA, in accordance with applicable law, may from time to time adopt reasonable rules and regulations relating to water conservation measures. PURCHASER agrees to amend its

Water Conservation Plan, as necessary, to reflect amendments in state law, regulations or LCRA's water conservation rules and regulations. PURCHASER further agrees to do so within 180 days of the effective date of such amendments, provided that, if the amendments are adopted by LCRA (rather than, for example, TCEQ), the deadline for PURCHASER to make corresponding amendments to its Water Conservation Plan shall run from the date LCRA provides written notice of the amendments to PURCHASER. PURCHASER further agrees to submit its amended Water Conservation Plan to LCRA within 30 days after its adoption. PURCHASER agrees to include in its agreements with Travis County Municipal Utility District No. 11 and Travis County Municipal Utility District No. 13, and also in any agreement with any third party in the Service Area who, in turn, will furnish the water or water services to an ultimate consumer, provisions that obligate such districts and parties to: (a) develop and implement a water conservation program consistent with PURCHASER's Water Conservation Plan; and, (b) amend its water conservation program to reflect amendments in state law, regulations or LCRA's water conservation rules and regulations within the same timelines that apply to PURCHASER.

- (2) PURCHASER agrees to implement the drought contingency program contained in the drought contingency plan (the "Drought Contingency Plan") described in Exhibit "E" attached hereto. PURCHASER further agrees that the water diverted by PURCHASER pursuant to this contract will be used in accordance with such Drought Contingency Plan. PURCHASER shall review and update the Drought Contingency Plan not less than once every five (5) years or following written request by LCRA consistent with any other schedule required by LCRA's Water Contract Rules. PURCHASER further agrees to submit any amended Drought Contingency Plan to LCRA within 30 days after its adoption. LCRA, in accordance with applicable law, may from time to time adopt reasonable rules and regulations relating to drought contingency measures, including LCRA's Water Management Plan. PURCHASER agrees to amend its Drought Contingency Plan, as necessary, to reflect amendments in state law or regulations or LCRA's rules, regulations or Water Management Plan. PURCHASER further agrees to do so within 180 days of the effective date of such amendments, provided that, if the amendments are adopted by LCRA (rather than, for example, TCEQ), the deadline for PURCHASER to make corresponding amendments to its Drought Contingency Plan shall run from the date LCRA provides written notice of the amendments to PURCHASER. PURCHASER agrees to include in its agreement with Travis County Municipal Utility District No. 11 and Travis County Municipal Utility District No. 13, and also in any agreement with any third party in the Service Area who, in turn, will furnish the water or water services to an ultimate consumer, provisions that obligate such districts and parties to: (a) develop and implement a drought contingency program consistent with PURCHASER's Drought Contingency Plan; and, (b) amend its drought contingency program to reflect amendments in state law, regulations or LCRA's rules, regulations or Water Management Plan within the same timelines that apply to PURCHASER.

- G. AVAILABILITY OF WATER. The LCRA is committing to make available to PURCHASER under this contract a portion of LCRA's firm water supply, as defined in the LCRA's Water Contract Rules; provided, however, LCRA may interrupt or curtail the water supplied under

this contract as required by state law or in accordance with LCRA's Water Management Plan, as such Plan and any amendments thereto have been approved and may be approved in the future by the TCEQ.

- H. DELIVERY OF WATER. PURCHASER may divert water at the Points of Diversion described in Exhibit "A" at PURCHASER's sole expense in such amounts and at such times as needed by PURCHASER, up to the total of the MAQ. LCRA, however, is responsible for making water available under this contract only up to the MAQ. LCRA makes no guarantee that the water made available under this contract will be available at any particular time or place or that any LCRA owned/operated reservoir or the Colorado River will be maintained at any specific elevation or flow at any particular time. Furthermore, PURCHASER acknowledges and agrees that LCRA's obligations under this contract shall not require LCRA to make additional releases of water from LCRA firm water supplies beyond the MAQ or to make releases to raise the water elevations or flows at the Points of Diversion at a particular time sufficient for PURCHASER's intake and/or diversion facilities to operate.

- I. STATE REGULATION OF LCRA WATER SUPPLIES.

PURCHASER acknowledges and agrees that the water LCRA makes available under this contract may be regulated in whole or in part by the State of Texas or local regulatory authorities. PURCHASER further acknowledges and agrees that LCRA's water rights are subject to regulation by the State of Texas, including but not limited to periodic review and amendment of the LCRA's Water Management Plan by the TCEQ. LCRA and PURCHASER acknowledge and agree that LCRA shall be obligated to exercise due diligence to manage its water supplies within such regulatory regimes to make water available to PURCHASER in accordance with the terms of this contract. PURCHASER acknowledges and agrees, however, that LCRA's obligations under this contract may be affected by orders of the State of Texas, its agencies or local regulatory authorities. Orders of the State of Texas, its agencies or local regulatory authorities may constitute a "force majeure" event in accordance with this contract.

- J. OPERATIONS OF DAMS AND RESERVOIRS.

The right of LCRA to maintain and operate its several dams and their appurtenances on the Colorado River and its associated tributaries and at any and all times in the future to impound and release waters thereby in any lawful manner and to any lawful extent LCRA may see fit is recognized by PURCHASER; and, except as otherwise provided herein, there shall be no obligation upon LCRA to release or not to release any impounded waters at any time or to maintain any waters at any specified elevation or flow. PURCHASER acknowledges that the elevations of said reservoirs and the Colorado River will vary as a result of hydrologic events, or lack thereof, (e.g., floods or droughts) in the watershed and LCRA's operations of its dams on the Colorado River.

- K. QUALITY OF WATER. LCRA makes no representation as to the quality of the water made available under this contract, and PURCHASER hereby releases LCRA and agrees to hold it

harmless from any and all claims that PURCHASER or PURCHASER's customers or users have or may have against LCRA for any diminution in or impairment of the quality of water made available under this contract.

- L. INTERBASIN TRANSFER. Any surface water made available under this contract may not be transferred or used outside of the Colorado River basin unless such transfer or use is within LCRA's water service area or is otherwise in strict compliance with LCRA Board Policies, LCRA water rights and a final permit for interbasin transfer (IBT) issued by the TCEQ. In the event that PURCHASER intends to transfer or use surface water made available under this contract outside of the Colorado River basin in accordance with this section, PURCHASER, by executing this contract, authorizes LCRA to apply to the TCEQ for the necessary authorization pursuant to Texas Water Code § 11.085 and 11.122 within forty-five (45) days of the Effective Date of this Agreement. LCRA shall diligently pursue such authorization after it is filed. PURCHASER shall pay for any filing and notice fees related to such application after LCRA bills PURCHASER for such fees in accordance with this contract.
- M. REQUIRED NOTICES.
- (1) PURCHASER shall notify LCRA in writing of its intention to initiate diversions of water under this contract not more than eight (8) weeks, nor less than four (4) weeks, prior to PURCHASER's initiation of diversions. If diversions of water are being continued from a previous contract or other right to divert no notice is necessary.
 - (2) In the event the PURCHASER is required by state law to obtain a water right permit or water right permit amendment – including but not limited to contractual, term, or temporary water right permits – from TCEQ related to water that is diverted pursuant to an LCRA water contract, PURCHASER shall provide LCRA: (i) a copy of the application for the water right permit or water right permit amendment within five (5) business days of its filing with TCEQ; (ii) a copy of any proposed notice related to the application; and, (iii) a copy of the water right permit or water right permit amendment promptly following the issuance of the water right permit or water right permit amendment. PURCHASER shall incorporate LCRA's comments into the application notice provided that: (i) LCRA provides its comments to PURCHASER within 10 business days of LCRA's receipt of the draft notice, unless a shorter response period is required by the TCEQ; and, (ii) TCEQ accepts LCRA's comments in the final version of the notice. Applicant also shall provide LCRA two copies of any notice or action by TCEQ of a violation or termination of the water right permit or water right permit amendment within 10 days of Applicant receiving notice from TCEQ.
 - (3) PURCHASER shall notify LCRA in writing not more than eight (8) weeks, nor less than four (4) weeks, prior to implementing a program for reuse of water that is reserved or purchased pursuant to this contract and that falls within the type of use and Service Area provided in this contract. PURCHASER will make available to LCRA non-privileged documents regarding PURCHASER's reuse program within a reasonable amount of time, not to exceed fifteen (15) business days, following a written request by LCRA staff. For all purposes of

this contract, the term "reuse" means the authorized use of water, which water was diverted and used pursuant to this contract, but which water remains unconsumed and has yet to be either disposed of or discharged or otherwise allowed to flow into a watercourse, lake or other body of state-owned water.

- (4) PURCHASER shall notify LCRA in writing of its intentions to divert or deliver water for a Secondary Purchaser at least thirty (30) days prior to any diversions or deliveries from PURCHASER to the Secondary Purchaser.
- (5) Prior to the effective date of this contract, PURCHASER shall provide to LCRA a demand or use schedule that estimates PURCHASER's annual usage, and any increases to it over time, of the water to be made available by LCRA under this contract (the "Demand Schedule"). PURCHASER shall review, update if needed, and provide to LCRA the Demand Schedule not less than once every five (5) years or following written request by LCRA consistent with any other schedule required by LCRA's Water Contract Rules.

II. CONTRACT ADMINISTRATION

- A. TERM OF CONTRACT. This contract shall be for a term of forty (40) years commencing on the Effective Date, and ending on the year 2048 anniversary of the Effective Date, unless terminated earlier by either party as provided below.
- B. PAYMENT. PURCHASER agrees and covenants to pay LCRA - on a monthly basis beginning with the first month after the Effective Date of this contract - an amount of money equal to the rate determined by the Board of Directors of LCRA to then be in effect for all sales of firm water for the same use as provided in this contract ("Water Rate") multiplied by the amount of water diverted by PURCHASER during the previous month ("Monthly Diversion").
 - (1) PURCHASER also agrees and covenants to pay LCRA - on a calendar year basis - an amount of money ("the Reserved Water Charge") equal to the Water Rate multiplied by fifty percent (50%) of the "Reserved Water," which shall be the excess of the Maximum Annual Quantity over the amount of water diverted by PURCHASER during the previous calendar year ("Annual Diversion").
 - (2) PURCHASER further agrees and covenants to pay LCRA, on a calendar year basis, an amount of money equal to the rate determined by the Board of Directors of LCRA to then be in effect for use of water in amounts in excess of the Maximum Annual Quantity ("Inverted Block Rate") multiplied by any amount of water diverted by PURCHASER in excess of the Maximum Annual Quantity during the previous calendar year. In the event the amount of water made available to PURCHASER for diversion is limited because of a curtailment imposed by LCRA or state law in accordance with this contract to an amount less than the MAQ, then PURCHASER shall pay a surcharge, in excess of the Water Rate, to be set by LCRA's Board of Directors, multiplied by any amount of water diverted by PURCHASER in excess of the amount PURCHASER is authorized to have available during the curtailment.

- (3) The Water Rate presently in effect is \$126 per acre-foot (\$0.39 per 1,000 gallons) of water. The Inverted Block Rate presently in effect is \$239.40 per acre-foot of water. LCRA reserves all rights that it may have under law to modify the Water Rate, the Reserved Water Charge or the Inverted Block Rate. PURCHASER understands and acknowledges that the Water Rate, the Reserved Water Charge, and the Inverted Block Rate set forth in this contract have been approved by LCRA's Board of Directors, and that the Board may change all rates, fees and charges under the contract from time to time.
- (4) All charges under this contract shall be pro-rated as necessary to reflect the Effective Date of this Contract.
- (5) Within five (5) days after the first day of each month, LCRA will mail an invoice to PURCHASER showing the Monthly Diversion. Such invoice shall also show the amount of money owed by PURCHASER to LCRA in accordance with the Water Rate and any late payment charges, as specified herein.
- (6) The invoice mailed by LCRA to PURCHASER in the month of January each year, in addition to showing the amount of water diverted by PURCHASER during the previous month and the amount of money owed by PURCHASER to LCRA for such water, shall also show: (a) any amount of water remaining during the previous calendar year ("Reserved Water") that PURCHASER was authorized to divert under this contract but which PURCHASER failed to divert, as well as the corresponding amount of money owed by PURCHASER to LCRA in accordance with the Reserved Water Charge; or, (b) any amount of water that PURCHASER diverted in excess of the Maximum Annual Quantity during the previous calendar year, as well as the corresponding amount of money owed by PURCHASER to LCRA in accordance with the Inverted Block Rate.
- (7) PURCHASER shall pay LCRA for water provided under this contract in the amount of each invoice submitted to PURCHASER by LCRA on or before thirty (30) days from the date of the invoice. PURCHASER shall mail checks for payments to the address indicated on the invoice. PURCHASER may pay by hand-delivery of checks or cash to LCRA's headquarters in Austin, Travis County, Texas, or by bank-wire if PURCHASER obtains LCRA's approval and makes arrangements for doing so prior to the due date. Payment must be received at the address provided on the invoice, or, if approved, at LCRA's headquarters or bank, not later than thirty (30) days from the invoice date in order not to be considered past due or late. In the event PURCHASER fails to make payment of an invoice within thirty (30) days of the invoice date, PURCHASER shall then pay a late payment charge of five percent (5%) of the amount of the invoice. For each calendar month or fraction thereof that the invoice remains unpaid, PURCHASER shall pay interest at one and one-half percent (1.5%). In the event PURCHASER attempts to pay LCRA by check, draft, credit card or any other similar instrument and the instrument is returned or refused by the bank or other similar institution as insufficient or non-negotiable for any reason, PURCHASER shall be assessed and must pay to LCRA, per each returned instrument, the LCRA's current returned instrument fee. If the invoice has not been paid within thirty (30) days of the invoice date, PURCHASER

further agrees to pay all costs of collection and reasonable attorney's fees, regardless of whether suit is filed, as authorized by section 271.159, Texas Local Government Code.

C. MEASURING WATER.

- (1) To measure the amount of water diverted by PURCHASER hereunder, PURCHASER agrees at PURCHASER's expense to install such measuring and recording devices or methods as are approved by LCRA (the "Meter"), such Meter to permit, within five percent (5%) accuracy, determination of quantities of raw water diverted from the reservoir or stream hereunder in units of 1,000 gallons. LCRA shall have the right to approve both the design of the meter as well as the location of its installation. PURCHASER must repair, replace or make necessary improvements to a meter that is not in compliance with this contract or LCRA's Water Contract Rules promptly after PURCHASER becomes aware of the deficiency that causes the meter to not comply with this contract or LCRA's Water Contract Rules.
 - (a) PURCHASER agrees to provide LCRA's representatives access across PURCHASER'S property for inspection, testing and reading of the Meter. PURCHASER shall locate the meter in a manner that provides LCRA with reasonably safe access to the Meter for the purpose of making meter readings, testing, and/or periodic inspections.
 - (b) PURCHASER agrees that the Meter shall be tested for accuracy by qualified personnel as approved by LCRA and at the expense of PURCHASER once each calendar year at intervals of approximately twelve (12) months.
 - (c) PURCHASER shall furnish to LCRA a report of such test results. Readings within five percent (5%) of accuracy shall be considered correct.
 - (d) In the event PURCHASER fails to test the Meter for a period of fifteen (15) consecutive months, PURCHASER agrees to pay LCRA for the actual cost of testing the Meter plus a fifty dollar (\$50) administrative fee. LCRA will provide PURCHASER a written invoice of the cost of testing the Meter, and said invoice will be subject to the payment terms provided in section II.B. of this contract.
 - (e) If, at any time, LCRA provides PURCHASER a written notice that questions the accuracy of the Meter, PURCHASER promptly shall test the Meter and, in this event, the expense of such test will be paid by LCRA if the Meter is found to be correct and by PURCHASER if it is found to be incorrect.
 - (f) Any party that tests the Meter shall provide written notice of the test to the other party at least five (5) business days in advance of the test and shall allow the other party to observe the test.

- (g) PURCHASER shall be required to take necessary steps to correct any inaccuracy in the Meter discovered during any test. LCRA may install, at its expense, check meters in or to any of PURCHASER's Meters at any time and may leave such check meters installed for such periods as is reasonably necessary to determine the accuracy of PURCHASER's Meters.
 - (h) If, as a result of any test, the Meter is found to be registering inaccurately (i.e., in excess of five percent (5%) of accuracy), the readings of the Meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon or, if no such period is known and agreed upon, the shorter of the following periods shall be used as the basis for correction:
 - (i) a period extended back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or
 - (ii) a period extending back half of the time elapsed since the last previous test; and the records of reading shall be adjusted accordingly.
- D. TERMINATION OF CONTRACT. This contract may be terminated as follows:
- (1) If PURCHASER is current on all payments due to LCRA under this contract, PURCHASER may terminate this contract at any time following the expiration of five (5) years, measured from the Effective Date, by providing at least six (6) months' prior written notice to LCRA.
 - (2) LCRA at its sole option, in accordance with the terms and conditions set forth in Section II.E., "NON-PAYMENT," may terminate this contract without recourse should PURCHASER fail to comply with the terms and conditions of this contract for the payment of moneys owed to LCRA pursuant to Section II.B., "PAYMENT."
 - (3) If PURCHASER fails to comply with its Water Conservation Plan, its Drought Contingency Plan, or any applicable LCRA nonpoint source water pollution abatement ordinance, or if PURCHASER fails to amend its Water Conservation Plan or its Drought Contingency Plan to reflect changes in LCRA's Water Conservation Plan Rules, LCRA's Drought Contingency Plan Rules, or state law or rules, LCRA may terminate, at its sole option, this contract without recourse unless such default is cured within thirty (30) days (or, if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days) of PURCHASER's receipt of written notice of such default.
 - (4) If PURCHASER fails to comply with the requirements of Sections III.A., "NONPOINT SOURCE POLLUTION ABATEMENT," III.B., "SEWAGE REGULATIONS," or III.C., "DOCUMENTATION OF COMPLIANCE; RIGHT OF ENTRY," LCRA may, at its sole option, terminate this contract without recourse unless such default is cured within thirty (30)

days (or, if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days) of PURCHASER's receipt of written notice of such default. For purposes of this section, LCRA shall not deem PURCHASER to be in default for so long as PURCHASER is in compliance with any remedial or enforcement agreement authorized by an agency of appropriate jurisdiction.

- (5) If PURCHASER fails to comply with other requirements of this contract not specifically stated above, LCRA may, at its sole option, terminate this contract without recourse unless such default is cured within thirty (30) days (or, if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days) of PURCHASER's receipt of written notice of such default.
 - (6) Subject to the requirements of applicable bankruptcy laws, including the rights of a trustee to assume contracts under applicable bankruptcy laws, this contract may be terminated immediately by the LCRA upon the declaration of bankruptcy by PURCHASER.
 - (7) In the event TCEQ denies to PURCHASER, or terminates for any reason, a permit required by this contract, this contract shall terminate automatically upon such date as the TCEQ action is final and nonappealable, without further action by either party, and shall be of no further force or effect.
 - (8) PURCHASER shall remain liable for all fees and charges accruing under the contract through the date this contract is terminated, including but not limited to a pro-rated Reserved Water Charge, which shall be calculated as the excess of the Maximum Annual Quantity, pro-rated to the date of termination, over the amount of water diverted by PURCHASER through the total Monthly Diversions to the date of termination. In the event LCRA terminates this Contract as provided herein, PURCHASER shall suspend immediately upon such termination all withdrawal of water from the Colorado River, or any tributaries thereof, under this Contract. LCRA may exercise any rights that it may have at law or in equity to prevent unauthorized withdrawals by PURCHASER or enforce the requirements of PURCHASER's Water Permit, if any.
- E. NON-PAYMENT. If LCRA determines that PURCHASER has not paid the full amount owed for any payment due under Section II.B., "PAYMENT", hereof within the time provided therefore, LCRA shall give written notice to PURCHASER stating the amount LCRA has determined is due and unpaid. If LCRA gives notice as provided herein and PURCHASER fails to pay within thirty (30) days the amounts claimed in such notice to be due and unpaid, LCRA may, at its sole option: (1) upon giving ten (10) days written notice to PURCHASER terminate this contract without recourse; and/or, (2) request injunctive relief from a court of competent jurisdiction to prevent PURCHASER from diverting additional water pursuant to this contract.

- (2) If PURCHASER should dispute PURCHASER's obligation to pay all or any part of the amount stated in any invoice or notice, PURCHASER may, in addition to all other rights that PURCHASER may have under law, pay such amount under protest in which case such amount shall be deposited by LCRA in an interest bearing account mutually acceptable to both LCRA and PURCHASER pending final resolution of such dispute in accordance with Section IV.H., "DISPUTE RESOLUTION." LCRA may not terminate this contract, or request injunctive relief to prevent additional diversions, for failure to pay the amount stated in any invoice or notice if PURCHASER pays such amount under protest and PURCHASER disputes the obligation until there is a final resolution of such dispute in accordance with Section IV.H., "DISPUTE RESOLUTION," favorable to LCRA.

F. EQUITABLE REMEDIES.

PURCHASER agrees that diversions or impoundments of water by PURCHASER without the authorization provided by this contract will result in damages to LCRA that cannot be adequately compensated by money alone. As a result, PURCHASER agrees that LCRA shall have available to it equitable remedies, including injunctive relief against additional diversions or impoundments by PURCHASER unless PURCHASER demonstrates that it is otherwise authorized to divert or impound water. In addition, PURCHASER agrees that the provisions of Section IV.H., "DISPUTE RESOLUTION," will not apply to any legal action brought by LCRA seeking equitable remedies under this contract except as expressly provided by Section II.E.(2) regarding "NON-PAYMENT."

- G. NOTICE. Any notice under this contract may be delivered by facsimile transmission or by certified mail, return receipt requested. If delivered by facsimile transmission, notice shall be effective upon receipt. If delivered by certified mail, return receipt requested, notice shall be deemed effective five (5) days after the date on which the notice is post-marked.

All notices and invoices to PURCHASER shall be addressed to:

Travis County Municipal Utility District No. 12
100 Congress Avenue, Suite 1300
Austin, Texas 78701
(512) 435-2360 for facsimile transmission

and all notices and payment to LCRA shall be addressed to:

Lower Colorado River Authority
Attn: River Services
P.O. Box 220
Austin, Texas 78767
(512) 473-3551 for facsimile transmission

Either party may change its address by giving written notice of such change to the other party.

- H. ASSIGNMENT OF CONTRACT. PURCHASER shall have the right to assign this contract provided that: (i) there is no change to the MAQ, source, type of use or Service Area provided in this Contract; (ii) prior to such assignment, this contract is amended to be consistent with all terms of LCRA's then-current standard form contract for purchase of firm water from Lake Travis and LCRA's then-current Water Contract Rules as determined by LCRA; (iii) the Water Conservation Plan and Drought Contingency Plan are updated as may be necessary in accordance with this contract as determined by LCRA; (iv) PURCHASER provides LCRA at least sixty (60) days prior written notice of such assignment; and (v) PURCHASER is not in default under this contract at the time of such assignment.
- I. COMPLIANCE WITH FILING REQUIREMENTS. LCRA agrees to file a copy of this contract with the Executive Director of the TCEQ, P.O. Box 13087, Capitol Station, Austin, Texas 78711, it being fully recognized by PURCHASER hereunder that the effectiveness of this contract is dependent upon compliance with the substantive rules and procedural rules for water rights of the TCEQ.

III. ENVIRONMENTAL ISSUES RELATED TO WATER SUPPLY

- A. NONPOINT SOURCE WATER POLLUTION ABATEMENT. If PURCHASER will use water under this contract to serve areas located within the jurisdictional area of LCRA Lake Travis Nonpoint Source Pollution Control Ordinance, the Upper Highland Lakes Nonpoint Source Pollution Control Ordinance, or any other LCRA water quality ordinance that has been adopted by the LCRA Board, PURCHASER agrees to comply with and shall comply with the provisions of that respective ordinance, which ordinance may require a permit and compliance with other applicable local, state, and federal rules and regulations pertaining to water quality protection. If PURCHASER will use water under this contract to serve areas wholly outside the jurisdiction of an LCRA water quality ordinance, PURCHASER agrees to comply with and shall comply with any applicable local, state, and federal rules and regulations pertaining to water quality protection. PURCHASER further agrees to distribute to its customers in its service area water quality protection educational materials that LCRA provides to PURCHASER.
- B. SEWAGE REGULATIONS. PURCHASER agrees to obtain, or cause to be obtained, all approvals required by all applicable local, state or federal agencies for any sanitary sewage system or systems owned or operated by PURCHASER that collect sewage derived from water diverted herein or any sanitary sewage system whose effluent is discharged within the Service Area. Failure of PURCHASER to meet any standards imposed by such agencies for sanitary sewage systems, including on-site systems, shall subject PURCHASER under this contract to all remedies allowed by law including, without limitation, termination or suspension of this contract by LCRA. PURCHASER further agrees that if PURCHASER owns or operates a sewage treatment plant within the Service Area, LCRA shall have reasonable access to such plant for the purpose of taking samples of sewage effluent from such plant for testing by LCRA to determine whether PURCHASER is in compliance with regulatory standards imposed by such agencies.

- C. DOCUMENTATION OF COMPLIANCE; RIGHT OF ENTRY. In addition to notices required by Section I.M of this Contract, PURCHASER shall provide LCRA copies of any approvals that PURCHASER has received from federal, state or local agencies that relate to water reserved or purchased pursuant to this contract or to facilities intended to divert, transport or use water provided under this contract within a reasonable amount of time, not to exceed fifteen (15) business days, following a written request by LCRA staff.
- (2) PURCHASER agrees that LCRA employees and agents shall be entitled to enter any of PURCHASER's property where PURCHASER's facilities deliver water to the Service Area at any reasonable time following a reasonable attempt at prior notification for the purpose of inspecting and investigating conditions relating to the quality of water; the compliance by PURCHASER with any rule, regulation, permit, or other order of the state, its agencies, local regulatory authorities or LCRA; compliance by PURCHASER with the requirements of this contract; or, inspection of any of PURCHASER's facilities related to the use, diversion or impoundment of water under this contract. LCRA employees or agents acting under this contract who enter PURCHASER's property shall observe rules and regulations concerning safety, internal security, and fire protection and shall notify any occupant or management of their presence and shall exhibit proper credentials. The foregoing will not be deemed or construed to grant LCRA or its employees and agents the right of entry to any residence or private business.

IV. GENERAL PROVISIONS

- A. EFFECTIVE DATE
- "*Effective Date*" means the last date of execution of this Agreement by the Parties; provided all of the parties must execute this Agreement for it to be effective.
- B. PREVIOUS CONTRACT. Upon the Effective Date of this contract that certain Water Contract between LCRA and Travis County Municipal Utility District No. 11 (LCRA Contract No. 90269) dated December 10, 2004, shall be null, void, and of no further legal force and effect.
- C. INDEMNIFICATION. To the extent allowed by law, PURCHASER will indemnify and save LCRA harmless from any and all claims and demands whatsoever to which LCRA may be subjected by reason of any injury to any person or damage to any property resulting from any and all actions and activities (or failure to act) of PURCHASER under this contract except to the extent caused by LCRA's gross negligence or willful misconduct. Except as otherwise provided in any separate contract between LCRA and PURCHASER for pumping and related services, PURCHASER's pumping and related facilities shall be installed, operated and maintained by PURCHASER at PURCHASER's sole risk. Nothing in this contract shall be construed as authorizing PURCHASER, or recognizing that PURCHASER has any right, to install any equipment or improvements on property owned by LCRA or third parties.

LCRA will save PURCHASER harmless from any and all claims or demands whatsoever to which LCRA may be subjected by reason of any injury to any person or damage to any property resulting from or in any way connected with any and all actions and activities (or failure to act) of LCRA under this contract.

- D. FORCE MAJEURE. The term "Force Majeure" as used herein, shall mean those situations or conditions that are beyond the control of LCRA or PURCHASER and that, after the exercise of due diligence to remedy such situation or condition, render LCRA or PURCHASER unable, wholly or in part, to carry out the covenants contained herein. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, acts of the public enemy, orders of any kind of the government or agencies of the United States or of the State of Texas, excluding LCRA, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or dams, partial or entire failure of water supply insofar as each of the foregoing are beyond the reasonable control of the party in question. LCRA shall not be held liable or responsible for any damage that may be caused by its inability, after the exercise of due diligence, to make the supply of water available to PURCHASER due to any force majeure. LCRA shall use reasonable and timely diligence to repair or recondition LCRA's machinery, canals, or dams in the event such machinery, canals or dams are damaged or made unserviceable from any force majeure.
- E. NO THIRD-PARTY BENEFICIARY. The parties hereto are entering into this contract solely for the benefit of themselves and Travis Counties Municipal Utility Districts No. 11 and 13, and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the parties hereto and Travis Counties Municipal Utility Districts No. 11 and 13.
- F. NO RIGHTS OR TITLE ACQUIRED.
PURCHASER agrees and acknowledges that it acquires by this contract no rights or title to the water that is the subject of this contract other than those rights explicitly set forth herein.
- G. REPRESENTATIONS AND WARRANTIES. Each of LCRA and PURCHASER represents and warrants to the other that this contract has been duly executed by an authorized officer and constitutes a valid and binding contract, enforceable against it in accordance with its terms (except as such enforceability may be limited by bankruptcy laws or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles).
- H. DISPUTE RESOLUTION.
(1) Settlement By Mutual Agreement. In the event any dispute, controversy or claim between or among the parties arises under this contract or is connected with or related in any way to this contract or any right, duty or obligation arising hereunder or the relationship of the parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or

Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this contract, the parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this subsection (1). In the event a Dispute or Controversy arises, any party shall have the right to notify the other party to such Dispute or Controversy that it has elected to implement the procedures set forth in this subsection (1). Within fifteen (15) days after delivery of any such notice by one party to the other regarding a Dispute or Controversy, the designated representatives of the parties shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained at the meeting of the parties' designated representatives for such purpose or should no such meeting take place within such fifteen (15) day period, then any party may by notice to the other party, as the case may be, refer the Dispute or Controversy to senior management of the parties for resolution. Within fifteen (15) days after delivery of any such notice by one party to the other referring such Dispute or Controversy to senior management of the parties for resolution, representatives of senior management of each of the parties shall meet at a mutually agreed upon time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should mutual resolution and settlement not be obtained at the meeting of representatives of senior management of each of the parties for such purposes or should no such meeting take place within such fifteen (15) day period (unless extended by mutual agreement), then any party may by notice to the other party, as the case may be, submit the Dispute or Controversy to binding arbitration in accordance with the provisions of subsection (2) and Exhibit "F." Upon the receipt of notice of referral to arbitration hereunder, and except as otherwise expressly provided by this contract, the parties shall be compelled to arbitrate the Dispute or Controversy in accordance with the terms of this Section H and Exhibit "F" without regard to the justiciable character or executory nature of such Dispute or Controversy.

- (2) Arbitration. Except as otherwise expressly provided by this contract, each party hereby agrees that any Dispute or Controversy that is not resolved pursuant to the provisions of subsection (1) may be submitted to binding arbitration hereunder and, if submitted timely according to this contract, shall be resolved exclusively and finally through such binding arbitration. Except as otherwise expressly provided by this contract, this Section H and Exhibit "F" constitute a written agreement by the parties to submit to arbitration any Dispute or Controversy arising under or in connection with this contract within the meaning of Section 171.001 of the Texas Civil Practice and Remedies Code.
- (3) Emergency Relief. Notwithstanding the parties' agreement to arbitrate Dispute and Controversies, either party may seek injunctive relief or other form of emergency relief at any time from any state court of competent jurisdiction in Austin, Texas, the federal court for such district, or any state or federal regulatory agency of competent jurisdiction.
- (4) Survival. The provisions of this Section H shall survive expiration or earlier termination of this contract.

- I. ACTUAL DAMAGES. NEITHER PARTY SHALL BE LIABLE OR HAVE ANY RESPONSIBILITY TO THE OTHER FOR ANY INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST EARNINGS OR PROFITS. SUCH LIMITATION ON LIABILITY SHALL APPLY TO ANY CLAIM OR ACTION, WHETHER IT IS BASED IN WHOLE OR IN PART ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, STATUTE OR ANY OTHER THEORY OF LIABILITY. The provisions of this Section IV.I. shall have no effect on the parties' indemnity obligations under Section IV.C.
- J. AMENDMENT. This contract may not be modified or amended except by an instrument in writing signed by authorized representatives of the parties.
- K. BINDING EFFECT. The terms of this contract shall be binding upon, and inure to the benefit of, the parties and their permitted successors and assigns.
- L. COMPLETE CONTRACT. This contract, together with all Exhibits attached hereto, constitutes the entire agreement of the parties relating to the subject matter of this contract (that is, availability of firm, raw water from the Colorado River for use in the Service Area) and supersedes all prior contracts, agreements or understandings with respect to the subject matter hereof, both oral or written.
- PURCHASER and LCRA are also parties to an agreement for treatment and transportation of water diverted by PURCHASER under this contract entered into on or about the Effective Date.
- M. COUNTERPARTS. This contract may be executed by the parties in any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. All signatures need not be on the same counterpart.
- N. FURTHER ASSURANCES. Each party agrees to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the terms and provisions of this contract.
- O. GOVERNING LAW. This contract and the rights and duties of the parties arising out of this contract shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws rules thereof.
- P. HEADINGS; TABLE OF CONTENTS. The headings of the Articles and Sections of this contract and the Table of Contents are included for convenience only and shall not be deemed to constitute a part of this contract.
- Q. INCORPORATION OF WATER CONTRACT RULES.

PURCHASER acknowledges receipt of LCRA's Water Contract Rules ("Rules"), and further acknowledges that, unless expressly stated otherwise in this Agreement, such Rules, as may

be amended by LCRA's Board of Directors from time to time, are to the extent not inconsistent with this Contract, incorporated herein by reference in their entirety and made a part hereof for all purposes.

- R. INCORPORATION OF EXHIBITS. All Exhibits attached to this contract are incorporated herein by this reference in their entirety and made a part hereof for all purposes.
- S. INTERPRETATION AND RELIANCE. No presumption will apply in favor of any party in the interpretation of this contract or in the resolution of any ambiguity of any provisions thereof.
- T. RELATIONSHIP OF PARTIES. This contract and the transactions contemplated hereunder are based upon the active participation of all parties.

Neither the execution nor delivery of this contract, nor the consummation of the transactions contemplated hereunder, shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the parties, except for the contractual arrangements specifically set forth in this contract. Except as is expressly agreed to in writing in this contract, no party (or any of its agents, officers or employees) shall be an agent or employee of the other party, nor shall a party (or any of its agents, officers or employees) have any power to assume or create any obligation on behalf of the other party. Nothing contained in this contract shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement among LCRA on the one hand and the PURCHASER on the other hand, except for the contractual arrangements specifically set forth herein.

- U. SEVERABILITY. In the event that any provision of this contract is held to be unenforceable or invalid by any court of competent jurisdiction, the parties shall negotiate an equitable adjustment to the provisions of this contract with the view to effecting, to the extent possible, the original purpose and intent of this contract, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- V. NO ADDITIONAL WAIVER IMPLIED. No waiver or waivers of any breach or default (or any breaches or defaults) of any term, covenant, condition or liability under this contract, or of performance by the other parties of any duty or obligation under this contract, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.
- W. SHORT TERM SALES OF FIRM WATER TO THIRD PARTIES. In accordance with LCRA Board Policy 501, Water Resources Management, LCRA and PURCHASER agree that LCRA may market and re-sell any portion of PURCHASER'S Reserved Water to third parties on a limited term basis for a management fee and under terms mutually acceptable to LCRA and PURCHASER and in accordance with LCRA Board Policies.

LOWER COLORADO RIVER AUTHORITY

By: Karen Bondy
Karen Bondy, P.E.
Manager, River Management Services

Date: 9/25/08



TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 12

By: Daniel L. Robertson
Name DANIEL L. ROBERTSON
Title PRESIDENT

Date: 9/23/08

CONSENT

Travis County Municipal Utility District No. 11 (the "District") hereby consents to the execution of the Firm Water Contract ("New Raw Water Contract") between the Lower Colorado River Authority ("LCRA") and Travis County Municipal Utility District No. 12 to which this Consent is attached for the sole purpose of confirming that, upon the effective date of the New Raw Water Contract, that certain Water Sale Contract for Municipal Uses dated December 10, 2004 (LCRA Contract No. 90269) between LCRA and the District will terminate and be replaced and superseded by the New Raw Water Contract.

**Travis County Municipal
Utility District No. 11**

By: [Signature]

Name: M. De la Fuente

Title: President

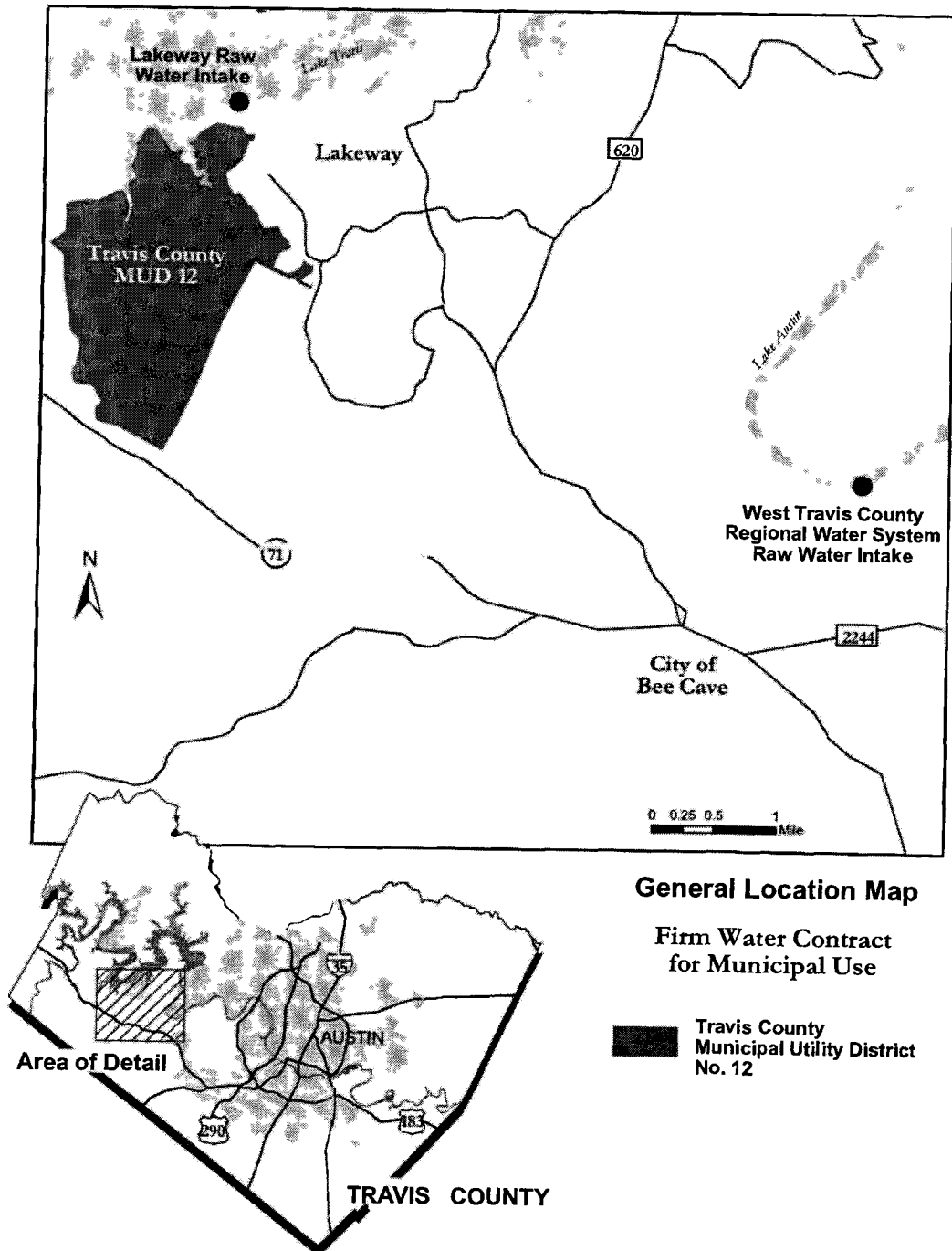


EXHIBIT B

1,797.139 acres of land, in Travis County, Texas, consisting of (a) the 383.694 acre tract more fully described on Exhibit B-1, consisting of 7 pages, being all of the land contained within Travis County Municipal Utility District No. 11; (b) the 527.351 acre tract more fully described on Exhibit B-2, consisting of 4 pages, and being all of the land contained within Travis County Municipal Utility District No. 12; and (c) the 886.094 acres of land, consisting of (i) the 335.20 acre tract more fully described on Exhibit B-3, consisting of 3 pages, and (ii) the 550.894 acre tract more fully described on Exhibit B-4, consisting of six pages, and being all of the land contained within Travis County Municipal Utility District No. 13.

383.694 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE J. H. LOHMAN SURVEY No. 524; THE THE C.E.P.I. & M. SURVEY No. 46; THE C.E.P.I. & M. SURVEY No. 47; THE C.E.P.I. & M. SURVEY No. 67; THE G. LOHMAN SURVEY No. 538; THE H. HOFFMEISTER SURVEY No. 469; AND THE WM. DAVENPORT SURVEY No. 445; AND BEING A PART OF THAT 309.547 ACRE TRACT CONVEYED TO JH WEST LAND VENTURES, LTD., BY DEED RECORDED IN DOCUMENT NO. 2006055544 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; A PART OF THAT 1023.257 ACRE TRACT CONVEYED TO LAS VENTANAS LAND PARTNERS, LTD., BY DEED RECORDED IN DOCUMENT NO. 2004230439 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; A PART OF THAT 437.016 ACRE TRACT CONVEYED TO LAS VENTANAS PARTNERS, LTD., IN THE SAID DEED RECORDED IN DOCUMENT NO. 2004230439; AND OTHER TRACTS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at a corner in the East Line of the said 437.016 Acre Tract, the same being the North Corner of that 23.109 Acre Tract conveyed to the City of Lakeway by deed recorded in Document No. 2002162268 of the Official Public Records of Travis County, Texas, and the Northeast Corner of Lot 28-A, Block A, Rough Hollow Section 1, according to the plat thereof recorded in Document No. 200600276 of the Official Public Records of Travis County, Texas;

THENCE S.28°06'37"W., along the West Line of the 23.109 Acre Tract, the East Line of the 437.016 Acre Tract and the East Line of said Lot 28-A and continuing along the East Line of Lot 26, Block A, a distance of 555.89 feet to a 1/2" iron rod set;

THENCE crossing the said 437.016 Acre Tract, the 1023.257 Acre Tract and other tracts the following 63 courses:

1. N.88°53'50"W. a distance of 280.72 feet;
2. S.76°37'32"W. a distance of 279.64 feet;
3. S.52°30'11"W. a distance of 416.50 feet;
4. S.63°20'07"W. a distance of 159.59 feet;
5. S.12°29'48"W. a distance of 191.33 feet;
6. S.74°31'50"W. a distance of 211.76 feet;
7. S.86°33'15"W. a distance of 131.88 feet;
8. S.38°55'42"W. a distance of 136.08 feet;
9. S.08°57'19"W. a distance of 169.81 feet;
10. S.05°05'13"W. a distance of 204.70 feet;
11. S.39°30'47"W. a distance of 231.27 feet;
12. S.87°52'53"W. a distance of 300.00 feet;
13. N.02°07'07"W. a distance of 100.00 feet;
14. N.20°12'01"E. a distance of 318.89 feet;
15. N.55°33'40"W. a distance of 275.37 feet;
16. S.04°14'43"E. a distance of 45.17 feet;
17. S.83°13'49"W. a distance of 404.07 feet to a point on a non-tangent curve to the left;

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383.694 Acres

18. Northwest along the arc of said curve, a distance of 29.91 feet (said curve having a radius of 475.00 feet, a central angle of 03°36'28" and a chord bearing N.22°52'37"W., 29.90 feet);
19. N.24°40'51"W. a distance of 592.29 feet;
20. S.69°14'51"W. a distance of 412.93 feet to a point of curvature of a curve to the right;
21. Westerly, along the arc of said curve to the right a distance of 232.54 feet, (said curve having a radius of 490.00 feet, a central angle of 27°11'27", and a chord bearing S.82°50'35"W., 230.36 feet);
22. N.83°33'41"W. a distance of 105.86 feet;
23. N.02°56'49"E. a distance of 346.86 feet;
24. N.38°04'20"E. a distance of 648.36 feet;
25. N.50°05'26"E. a distance of 232.47 feet;
26. N.12°08'06"E. a distance of 81.31 feet;
27. N.26°51'14"E. a distance of 270.90 feet;
28. N.43°14'39"E. a distance of 554.84 feet;
29. N.58°11'34"E. a distance of 556.44 feet;
30. N.45°03'50"E. a distance of 440.28 feet;
31. N.54°38'13"E. a distance of 595.24 feet;
32. N.43°38'37"W. a distance of 287.45 feet;
33. N.46°00'12"W. a distance of 664.29 feet;
34. N.04°31'55"E. a distance of 564.07 feet;
35. N.20°49'47"E. a distance of 123.77 feet;
36. N.01°49'57"E. a distance of 148.34 feet;
37. N.23°24'03"W. a distance of 127.07 feet;
38. N.50°24'03"W. a distance of 204.43 feet;
39. N.31°36'57"E. a distance of 99.36 feet;
40. N.11°50'57"E. a distance of 184.33 feet;
41. N.15°39'50"W. a distance of 159.48 feet;
42. N.63°18'50"W. a distance of 144.19 feet;
43. N.39°27'08"E. a distance of 4.28 feet;
44. S.87°01'38"W. a distance of 142.84 feet;
45. S.49°51'14"W. a distance of 136.67 feet;
46. N.70°45'56"W. a distance of 87.63 feet;
47. N.04°36'26"E. a distance of 132.46 feet;
48. N.19°56'48"W. a distance of 135.42 feet;
49. N.06°43'38"E. a distance of 94.02 feet;
50. N.46°58'56"E. a distance of 170.73 feet;
51. N.88°24'29"W. a distance of 161.21 feet;
52. N.22°34'18"W. a distance of 119.30 feet;
53. N.42°28'20"W. a distance of 120.34 feet;
54. N.20°44'20"E. a distance of 109.02 feet;
55. N.00°15'32"E. a distance of 89.95 feet;
56. N.19°47'05"W. a distance of 116.72 feet;
57. S.69°04'09"W. a distance of 14.88 feet;
58. N.49°58'03"W. a distance of 169.34 feet;
59. N.11°18'03"W. a distance of 72.09 feet;

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383.694 Acres

60. N.29°21'57"E. a distance of 64.98 feet;
61. N.76°14'57"E. a distance of 158.84 feet;
62. N.64°16'57"E. a distance of 134.96 feet;
63. N.22°44'57"E. a distance of 259.31 feet;

THENCE N.53°21'09"E. a distance of 355.82 feet to the South Line of the plat of Lakeway Section 38, according to the plat thereof recorded in Plat Book 99, Page 320 and Lakeway Section 37, according to the plat thereof recorded in Plat Book 99, Page 315, of the Plat Records of Travis County, Texas;

THENCE N.63°15'52"E., at a distance of 20.90 feet pass the Northwest Corner of the Plat of Rough Hollow Section 10, according to the plat thereof recorded in Document No. 200500239 of the Official Public Records of Travis County, Texas, in all a total distance of 572.61 feet;

THENCE continue along the South Line of Lakeway Sections 37 and 38, the North Line of Rough Hollow Section 10, and the North Line of the said 437.016 Acre Tract the following five courses:

1. S.77°56'35"E. a distance of 577.40 feet;
2. S.87°58'00"E. a distance of 342.44 feet;
3. S.74°42'46"E. a distance of 164.76 feet;
4. S.25°17'08"E. a distance of 325.05 feet;
5. S.79°45'55"E., at a distance of 117.57 feet pass the West Line of Rough Hollow Drive, in all a total distance of 177.57 feet to a point on a non-tangent curve to the left in the East Line of Rough Hollow Drive;

THENCE northerly along the arc of said curve and along the East Line of Rough Hollow Drive (a right of way 60 feet wide shown on the plat of Rough Hollow Phase One, according to the plat thereof recorded in Document No. 200500091 of the Official Public Records of Travis County, Texas) a distance of 30.52 feet (said curve having a radius of 495.00 feet, a central angle of 03°31'57" and a chord bearing N.06°18'10"E., 30.51 feet);

THENCE S.87°45'56"E., along the North Line of Lot 286, Block A, Rough Hollow Section 10, a distance of 169.52 feet;

THENCE along the East Line of Lots 286 and 287, Rough Hollow Section 10, the same being the East Line of the 437.016 Acre Tract, the following four courses:

1. S.01°48'33"E. a distance of 72.30 feet;
2. S.00°29'24"E. a distance of 53.78 feet;
3. S.20°16'43"W. a distance of 124.93 feet;
4. S.45°31'52"W. a distance of 57.20 feet;

THENCE along the South Line of Lot 287 the following two courses:

1. N.72°42'27"W. a distance of 121.95 feet to a point on a non-tangent curve to the left;

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2. Southwesterly along the arc of said curve, a distance of 25.67 feet (said curve having a radius of 15.00 feet, a central angle of $98^{\circ}03'51''$ and a chord bearing $S.58^{\circ}11'25''W.$, 22.65 feet) to a point on a non-tangent curve to the right in the East Line of Rough Hollow Drive;

THENCE southerly along the arc of said curve and along said East Line, a distance of 85.72 feet (said curve having a radius of 535.00 feet, a central angle of $09^{\circ}10'48''$ and a chord bearing $S.13^{\circ}38'18''W.$, 85.63 feet);

THENCE $S.18^{\circ}12'08''W.$, at a distance 96.76 feet depart the East Line of Rough Hollow Drive and continue along the East Line of the said 437.016 Acre Tract, in all a total a distance of 529.98 feet to a point on a non-tangent curve to the right;

THENCE along the East Line of the 437.016 Acre Tract the following 29 courses:

1. Southwesterly along the arc of said curve, a distance of 355.90 feet (said curve having a radius of 986.80 feet, a central angle of $20^{\circ}39'52''$ and a chord bearing $S.28^{\circ}32'51''W.$, 353.98 feet);
2. $S.38^{\circ}54'22''W.$ a distance of 241.59 feet to a point on a non-tangent curve to the right;
3. Southwesterly along the arc of said curve, a distance of 153.53 feet (said curve having a radius of 335.00 feet, a central angle of $26^{\circ}15'34''$ and a chord bearing $S.52^{\circ}00'14''W.$, 152.19 feet);
4. $S.65^{\circ}07'59''W.$ a distance of 189.95 feet to a point on a non-tangent curve to the left;
5. Southwesterly along the arc of said curve, a distance of 355.19 feet (said curve having a radius of 265.00 feet, a central angle of $76^{\circ}47'43''$ and a chord bearing $S.26^{\circ}44'05''W.$, 329.19 feet);
6. $S.11^{\circ}39'44''E.$ a distance of 243.10 feet to a point on a non-tangent curve to the left;
7. Southeasterly along the arc of said curve, a distance of 335.84 feet (said curve having a radius of 699.73 feet, a central angle of $27^{\circ}29'59''$ and a chord bearing $S.25^{\circ}23'22''E.$, 332.63 feet);
8. $S.39^{\circ}02'33''E.$ a distance of 369.32 feet;
9. $N.36^{\circ}36'28''E.$ a distance of 198.40 feet;
10. $S.39^{\circ}08'21''E.$ a distance of 749.35 feet;
11. $S.74^{\circ}44'21''E.$ a distance of 53.57 feet;
12. $S.33^{\circ}26'45''E.$ a distance of 155.48 feet;
13. $S.50^{\circ}10'07''E.$ a distance of 279.27 feet;
14. $S.24^{\circ}38'19''W.$ a distance of 43.37 feet;
15. $S.27^{\circ}30'18''E.$ a distance of 89.69 feet;
16. $S.00^{\circ}39'59''W.$ a distance of 109.22 feet;
17. $S.35^{\circ}49'08''E.$ a distance of 302.16 feet;
18. $S.17^{\circ}29'08''E.$ a distance of 144.12 feet;
19. $N.87^{\circ}18'56''E.$ a distance of 653.71 feet;
20. $S.23^{\circ}54'16''E.$ a distance of 308.56 feet to a point on a non-tangent curve to the left;
21. Southeasterly along the arc of said curve, a distance of 215.74 feet (said curve having a radius of 515.00 feet, a central angle of $24^{\circ}00'05''$ and a chord bearing $S.35^{\circ}53'26''E.$, 214.16 feet);

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22. S.47°55'20"E. a distance of 156.46 feet to a point on a non-tangent curve to the right;
23. Southeasterly along the arc of said curve, a distance of 202.90 feet (said curve having a radius of 485.00 feet, a central angle of 23°58'09" and a chord bearing S.35°53'53"E., 201.42 feet);
24. S.23°53'55"E. a distance of 175.55 feet;
25. S.66°07'55"W. a distance of 132.71 feet;
26. S.66°06'19"W. a distance of 399.07 feet;
27. S.25°03'41"W. a distance of 665.08 feet;
28. S.64°56'17"E. a distance of 675.05 feet to a point on a non-tangent curve to the left;
29. Southeasterly along the arc of said curve, a distance of 25.05 feet (said curve having a radius of 315.00 feet, a central angle of 04°33'20" and a chord bearing S.67°12'50"E., 25.04 feet) to the Northwestern Line of that 3.052 Acre Tract described in the Dedication of Right of Way deed recorded in Document No. 2002036415 of the Official Public Records of Travis County, Texas;

THENCE along said Northwestern Line the following seven courses:

1. N.68°22'57"E. a distance of 288.30 feet;
2. N.64°56'07"E. a distance of 151.84 feet;
3. N.25°29'32"W. a distance of 8.84 feet;
4. N.66°02'24"E. a distance of 60.19 feet to a point on a non-tangent curve to the left;
5. Northeasterly along the arc of said curve, a distance of 152.45 feet (said curve having a radius of 225.00 feet, a central angle of 38°49'15" and a chord bearing N.46°45'52"E., 149.55 feet);
6. N.27°19'07"E. a distance of 273.04 feet to a point on a non-tangent curve to the left;
7. Northerly along the arc of said curve, a distance of 20.94 feet (said curve having a radius of 15.00 feet, a central angle of 79°58'55" and a chord bearing N.13°07'47"W., 19.28 feet) to a point on a non-tangent curve to the left and the South Line of Lakeway Boulevard;

THENCE southeasterly along the arc of said curve and along the South Line of Lakeway Boulevard, a distance of 72.89 feet (said curve having a radius of 441.97 feet, a central angle of 09°26'59" and a chord bearing S.58°07'40"E., 72.81 feet);

THENCE S.62°40'12"E. at a distance of 85 feet pass the Northeast Corner of the 3.052 Acre Tract and continue along the South Line of Lakeway Boulevard, a total distance of 379.36 feet to a point of curvature of a curve to the left;

THENCE along the South Line of Lakeway Boulevard the following two courses:

1. Southeasterly, along the arc of said curve to the left a distance of 33.13 feet, (said curve having a radius of 442.15 feet, a central angle of 04°17'34", and a chord bearing S.64°48'59"E., 33.12 feet) to a point on a non-tangent curve to the right;
2. Southeasterly along the arc of said curve, a distance of 35.30 feet (said curve having a radius of 25.00 feet, a central angle of 80°54'09" and a chord bearing S.26°27'48"E., 32.44 feet) to a point on a non-tangent curve to the right and the West Line of The Hills Drive;

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383.694 Acres

THENCE along the West Line of the The Hills Drive the following two courses:

1. Southerly along the arc of said curve, a distance of 174.97 feet (said curve having a radius of 1051.57 feet, a central angle of 09°32'01" and a chord bearing S.18°32'20"W., 174.77 feet) to a point of reverse curvature of a curve to the left;
2. Southerly, along the arc of said curve a distance of 74.06 feet, (said curve having a radius of 558.44 feet, a central angle of 07°35'56", and a chord bearing S.19°30'22"W., 74.01 feet);

THENCE S.57°56'53"W., along the Southeasterly Line of that 9.141 Acre Tract described in the Dedication Deed recorded in Document No. 2001148422 of the Official Public Records of Travis County, Texas, a distance of 617.19 feet to the North Line of Trophy Drive;

THENCE along said North Line the following three courses:

1. S.62°16'21"E. a distance of 430.01 feet to a point of curvature of a curve to the left;
2. Southeasterly, along the arc of said curve to the left a distance of 99.85 feet, (said curve having a radius of 843.00 feet, a central angle of 08°53'50", and a chord bearing S.66°43'16"E., 99.75 feet) to a point of compound curve of a curve to the left;
3. Northeasterly along the arc of said curve, a distance of 39.28 feet, (said curve having a radius of 25.00 feet, a central angle of 90°00'54", and a chord bearing N.63°49'22"E., 35.36 feet) to the West Line of The Hills Drive;

THENCE S.18°49'48"W., along said West Line, a distance of 150.00 feet to a point on a non-tangent curve to the left;

THENCE northwesterly along the arc of said curve, a distance of 39.27 feet (said curve having a radius of 25.00 feet, a central angle of 90°00'02" and a chord bearing N.26°10'13"W., 35.36 feet) to a point of reverse curvature of a curve to the right;

THENCE northwesterly, along the arc of said curve a distance of 115.39 feet, (said curve having a radius of 743.00 feet, a central angle of 08°53'53", and a chord bearing N.66°43'18"W., 115.27 feet);

THENCE N.62°16'59"W., along the North Line of Lot 3, World of Tennis Section 1, according to the plat thereof recorded in Plat Book 81, Page 54 of the Plat Records of Travis County, Texas, a distance of 488.15 feet;

THENCE along the North Line of that tract conveyed to Hurst Creek Municipal Utility District by deed recorded in Volume 10846, Page 3205, Real Property Records of Travis County, Texas, the following four courses:

1. N.47°53'54"W. a distance of 56.74 feet;
2. N.45°18'48"W. a distance of 111.36 feet to a point on a non-tangent curve to the left;
3. Northwesterly along the arc of said curve, a distance of 89.53 feet (said curve having a

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383.694 Acres

- radius of 360.00 feet, a central angle of $14^{\circ}14'58''$ and a chord bearing $N.52^{\circ}11'40''W.$, 89.30 feet);
4. $S.23^{\circ}58'40''W.$ a distance of 12.43 feet to the Northeast Corner of that 0.129 Acre Tract conveyed to Lakeway Municipal Utility District by deed recorded in Volume 4490, Page 340 (Tract 7) of the Deed Records of Travis County, Texas;

THENCE along the common line of the 0.129 Acre Tract and the 437.016 Acre Tract the following two courses:

1. $N.64^{\circ}56'19''W.$ a distance of 75.01 feet;
2. $S.25^{\circ}03'55''W.$ a distance of 75.04 feet to the Southwest Corner of the 0.129 Acre Tract;

THENCE $N.64^{\circ}56'16''W.$, along the South Line of the 437.016 Acre Tract, a distance of 988.09 feet;

THENCE $N.65^{\circ}13'12''W.$, along the South Line of the 437.016 Acre Tract and the North Line of the said 23.109 Acre Tract, a distance of 677.54 feet to the said Point of Beginning.

Containing 383.694 acres, more or less.

John K. Weigand 7-11-2007
J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



RJ Surveying, Inc.
1212 East Braker Lane
Austin, Texas 78753

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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TRAVIS COUNTY MUD No. 12

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE JOHN H. GIBSON SURVEY No. 49; THE C.E.P.I.&M. Co SURVEY No. 46; THE C.E.P.I.&M. Co SURVEY No. 47; AND THE RUSK TRANSPORTATION SURVEY No. 85; ALSO BEING A PART OF THAT 309.547 ACRE TRACT CONVEYED TO JH WEST LAND VENTURES, LTD., BY DEED RECORDED IN DOCUMENT NO. 2006055544 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; A PART OF THAT 1023.257 ACRE TRACT CONVEYED TO LAS VENTANAS LAND PARTNERS, LTD., BY DEED RECORDED IN DOCUMENT NO. 2004230439 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND A PART OF THAT 437.016 ACRE TRACT CONVEYED TO LAS VENTANAS PARTNERS, LTD., IN THE SAID DEED RECORDED IN DOCUMENT NO. 2004230439; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a 1/2" iron rod found in the East Line of the said 1023.257 Acre Tract at the South Corner of Lot 1, Rough Hollow Irrigation Lot Plat, according to the plat thereof recorded in Document No. 200500233 of the Official Public Records of Travis County, Texas, the same being the South Corner of that 437.016 Acre Tract conveyed to Las Ventanas Partners, Ltd., in the said deed recorded in Document No. 2004230439;;

THENCE along the West Line of said Lot 1 and the common line of the 1023.257 Acre Tract and the 437.015 Acre Tract the following four courses:

1. N.27°19'32"W. a distance of 1162.29 feet to a 1/2" iron rod found;
2. N.02°48'19"E. a distance of 172.74 feet to a 1/2" iron rod found;
3. N.16°45'33"W. a distance of 420.09 feet to a 1/2" iron rod found;
4. N.08°37'04"W. a distance of 310.30 feet to a 1/2" iron rod set at the Point of Beginning;

THENCE crossing the said 1023.257 Acre Tract the following ten courses:

1. S.56°18'53"W. a distance of 123.45 feet;
2. N.73°08'09"W. a distance of 182.11 feet to a point on a non-tangent curve to the right;
3. Westerly along the arc of said curve, a distance of 1545.14 feet (said curve having a radius of 825.00 feet, a central angle of 107°18'33" and a chord bearing S.76°26'50"W., 1329.01 feet);
4. N.49°53'54"W. a distance of 480.97 feet;
5. N.61°04'31"W. a distance of 248.03 feet to a point on a non-tangent curve to the right;
6. Southwesterly along the arc of said curve, a distance of 207.60 feet (said curve having a radius of 275.00 feet, a central angle of 43°15'14" and a chord bearing S.61°27'58"W., 202.71 feet);
7. S.83°05'35"W. a distance of 103.34 feet;
8. S.58°37'44"W. a distance of 328.42 feet;
9. S.75°14'51"W. a distance of 711.36 feet;
10. S.14°41'29"E. a distance of 332.96 feet to the Northeasterly Line of Bee Creek Road and the Southwesterly Line of the said 1023.257 Acre Tract;

THENCE along said Southwesterly Line and the Northeasterly Line of Bee Creek Road the following 12 courses:

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TRAVIS COUNTY MUD No. 12

1. N.81°02'47"W. a distance of 75.36 feet to an iron pipe found;
2. N.80°48'33"W. a distance of 454.73 feet to an iron pipe found;
3. N.31°46'21"W. a distance of 207.51 feet to an iron pipe found;
4. N.12°41'06"W. a distance of 244.71 feet to an iron pipe found;
5. N.12°24'11"E. a distance of 219.57 feet to an iron pipe found;
6. N.33°27'23"E. a distance of 236.53 feet to a fence post;
7. N.09°55'35"E. a distance of 802.38 feet to an iron pipe found;
8. N.11°14'00"W. a distance of 327.58 feet;
9. N.64°45'04"W. a distance of 78.48 feet;
10. N.46°56'23"W. a distance of 124.72 feet;
11. N.42°30'44"W. a distance of 116.72 feet;
12. N.39°24'07"W. a distance of 191.16 feet to a "PK" nail in Bee Creek Road found;

THENCE N.29°02'46"E., along the West Line of the 1023.257 Acre Tract, a distance of 36.68 feet to a fence post at the South Corner of the said 309.547 Acre Tract;

THENCE along the West Line of the 309.547 Acre Tract and the East Line of Bee Creek Road the following two courses:

1. N.18°25'28"W. a distance of 153.68 feet;
2. N.01°14'24"W. a distance of 222.27 feet;

THENCE crossing the said 309.547 Acre Tract the following two courses:

1. N.38°19'47"E. a distance of 792.05 feet;
2. N.45°12'50"E. a distance of 350.40 feet to the East Line of the 309.547 Acre Tract and the West Line of the 1023.257 Acre Tract;

THENCE crossing the 1023.257 Acre Tract the following three courses:

1. N.80°20'02"E. a distance of 130.81 feet;
2. N.55°28'49"E. a distance of 925.41 feet;
3. N.05°01'55"W. a distance of 922.20 feet to the West Line of the 1023.257 Acre Tract and the East Line of the 309.547 Acre Tract;

THENCE N.28°53'41"E., along the common line of the 1023.257 Acre Tract and the 309.547 Acre Tract, a distance of 2152.15 feet;

THENCE crossing the said 1023.257 Acre Tract the following 21 courses:

1. S.64°46'12"E. a distance of 529.09 feet;
2. S.16°35'20"E. a distance of 255.28 feet;
3. S.39°43'28"E. a distance of 191.30 feet;
4. S.07°26'46"E. a distance of 105.01 feet;
5. S.62°31'12"E. a distance of 384.42 feet;

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6. S.45°42'50"E. a distance of 109.49 feet;
7. S.28°22'51"E. a distance of 231.21 feet;
8. S.12°11'35"W. a distance of 217.83 feet to a point of curvature of a curve to the left;
9. Southerly, along the arc of said curve to the left a distance of 156.48 feet, (said curve having a radius of 300.00 feet, a central angle of 29°53'04", and a chord bearing S.02°44'57"E., 154.71 feet);
10. S.17°41'29"E. a distance of 189.13 feet to a point of curvature of a curve to the right;
11. Southerly, along the arc of said curve to the right a distance of 310.18 feet, (said curve having a radius of 400.00 feet, a central angle of 44°25'49", and a chord bearing S.04°31'25"W., 302.47 feet);
12. S.26°44'19"W. a distance of 171.70 feet to a point of curvature of a curve to the left;
13. Southerly, along the arc of said curve to the left a distance of 195.19 feet, (said curve having a radius of 300.00 feet, a central angle of 37°16'46", and a chord bearing S.08°05'56"W., 191.77 feet);
14. S.10°32'27"E. a distance of 143.07 feet to a point on a non-tangent curve to the right;
15. Easterly along the arc of said curve, a distance of 147.58 feet (said curve having a radius of 490.00 feet, a central angle of 17°15'24" and a chord bearing N.87°48'37"E., 147.02 feet);
16. S.83°33'41"E. a distance of 390.00 feet to a point of curvature of a curve to the left;
17. Easterly, along the arc of said curve to the left a distance of 232.54 feet, (said curve having a radius of 490.00 feet, a central angle of 27°11'27", and a chord bearing N.82°50'35"E., 230.36 feet);
18. N.69°14'51"E. a distance of 412.93 feet;
19. S.24°40'51"E. a distance of 592.29 feet to a point of curvature of a curve to the right;
20. Southeasterly, along the arc of said curve to the right a distance of 29.91 feet, (said curve having a radius of 475.00 feet, a central angle of 03°36'28", and a chord bearing S.22°52'37"E., 29.90 feet);
21. N.83°13'49"E., at a distance of 247.75 feet pass the common line of the 1023.257 Acre Tract and the 437.016 Acre Tract, in all a total distance of 404.07 feet;

THENCE S.04°14'43"E., at a distance of 558.15 feet pass the common line of the 1023.257 Acre Tract, in all a total distance of 924.19 feet;

THENCE S.12°34'39"W., across the 1023.257 Acre Tract, a distance of 45.75 feet to the common line of the 1023.257 Acre Tract and the 437.016 Acre Tract;

THENCE along the said common line, the same being the West Line of Lot 1, Rough Hollow Irrigation Lot Plat the following 18 courses:

1. S.15°49'05"W. a distance of 259.31 feet;
2. S.41°12'57"W. a distance of 170.60 feet;
3. S.25°25'55"W. a distance of 116.07 feet;
4. S.07°16'19"E. a distance of 149.95 feet;
5. S.41°07'12"E. a distance of 241.96 feet;
6. S.02°18'13"W. a distance of 110.23 feet;
7. S.20°32'20"W. a distance of 266.29 feet;

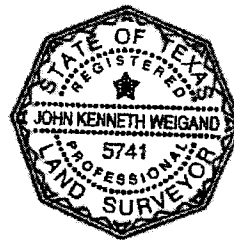
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TRAVIS COUNTY MUD No. 12

8. S.33°20'56"W. a distance of 188.54 feet;
9. S.45°42'26"W. a distance of 143.55 feet;
10. S.62°07'39"W. a distance of 168.44 feet to a spindle found;
11. S.64°18'03"W. a distance of 221.95 feet to a "PK" nail found;
12. S.39°38'38"W. a distance of 199.51 feet to a "PK" nail found;
13. S.52°09'15"W. a distance of 149.74 feet to a "PK" nail found;
14. S.42°44'22"W. a distance of 154.87 feet to a "PK" nail found;
15. S.08°53'59"W. a distance of 312.25 feet to a "PK" nail found;
16. S.73°00'45"W. a distance of 261.13 feet to an iron rod found;
17. S.43°09'08"W. a distance of 125.93 feet to an iron rod set;
18. S.08°37'04"E. a distance of 11.23 feet to the said Point of Beginning.

Containing 527.351 acres, more or less.

John Kenneth Weigand
John Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



RJ Surveying, Inc.
1212 East Braker Lane
Austin, Texas 78753

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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335.200 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE RUSK TRANSPORTATION SURVEY No. 85 AND THE J. H. LOHMAN SURVEY No. 524, AND BEING A PART OF THAT 1023.257 ACRE TRACT CONVEYED TO LAS VENTANAS LAND PARTNERS, LTD., BY DEED RECORDED IN DOCUMENT NO. 2004230439 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND A PART OF THAT 437.016 ACRE TRACT CONVEYED TO LAS VENTANAS PARTNERS, LTD., IN THE SAID DEED RECORDED IN DOCUMENT NO. 2004230439; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found in the East Line of the said 1023.257 Acre Tract at the South Corner of Lot 1, Rough Hollow Irrigation Lot Plat, according to the plat thereof recorded in Document No. 200500233 of the Official Public Records of Travis County, Texas, the same being the South Corner of the said 437.016 Acre Tract;

THENCE along the East Line of the said 1023.257 Acre Tract the following two courses:

1. S.25°12'00"W. a distance of 448.25 feet to an iron rod found;
2. S.28°04'46"W. a distance of 1291.05 feet to a nail found at the South Corner of the 1023.257 Acre Tract;

THENCE along the South Line of the 1023.257 Acre Tract the following two courses:

1. N.61°56'18"W. a distance of 2159.40 feet to an iron pipe found;
2. N.73°58'01"W. a distance of 945.77 feet to a spindle found in the East Line of Bee Creek Road;

THENCE along the East Line of Bee Creek Road and the West Line of the 1023.257 Acre Tract the following eight courses:

1. N.13°52'35"W. a distance of 296.20 feet to an iron rod found;
2. N.06°19'28"E. a distance of 229.35 feet to an iron rod found;
3. N.41°28'23"E. a distance of 399.41 feet to a fence post;
4. N.42°26'49"W. a distance of 269.27 feet to an iron rod found;
5. N.22°50'49"W. a distance of 273.44 feet;
6. N.22°53'30"W. a distance of 182.22 feet to an iron pipe found;
7. N.72°47'49"W. a distance of 186.24 feet to an iron pipe found;
8. N.81°02'47"W. a distance of 81.23 feet;

THENCE crossing the said 1023.257 Acre Tract the following ten courses:

1. N.14°41'29"W. a distance of 332.96 feet;
2. N.75°14'51"E. a distance of 711.36 feet;
3. N.58°37'44"E. a distance of 328.42 feet;
4. N.83°05'35"E. a distance of 103.34 feet to a point of curvature of a curve to the left;
5. Northeasterly, along the arc of said curve to the left a distance of 207.60 feet, (said curve having a radius of 275.00 feet, a central angle of 43°15'14", and a chord bearing

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335.200 Acres

- N.61°27'58"E., 202.71 feet);
6. S.61°04'31"E. a distance of 248.03 feet;
 7. S.49°53'54"E. a distance of 480.97 feet to a point of curvature of a curve to the left;
 8. Easterly, along the arc of said curve to the left a distance of 1545.14 feet, (said curve having a radius of 825.00 feet, a central angle of 107°18'33", and a chord bearing N.76°26'50"E., 1329.01 feet);
 9. S.73°08'09"E. a distance of 182.11 feet;
 10. N.56°18'53"E. a distance of 123.45 feet to an iron rod set in the West Line of the 437.016 Acre Tract and the West Line of the 437.016 Acre Tract;

THENCE along the West Line of Lot 1 and the West Line of the 437.016 Acre Tract the following 19 courses:

1. N.08°37'04"W. a distance of 11.23 feet to an iron rod set;
2. N.43°09'08"E. a distance of 125.93 feet to iron rod found;
3. N.73°00'45"E. a distance of 261.13 feet to a "PK" nail found;
4. N.08°53'59"E. a distance of 312.25 feet to a "PK" nail found;
5. N.42°44'22"E. a distance of 154.87 feet to a "PK" nail found;
6. N.52°09'15"E. a distance of 149.74 feet to a "PK" nail found;
7. N.39°38'38"E. a distance of 199.51 feet to a "PK" nail found;
8. N.64°18'03"E. a distance of 221.95 feet to a spindle found;
9. N.62°07'39"E. a distance of 168.44 feet;
10. N.45°42'26"E. a distance of 143.55 feet;
11. N.33°20'56"E. a distance of 188.54 feet;
12. N.20°32'20"E. a distance of 266.29 feet;
13. N.02°18'13"E. a distance of 110.23 feet;
14. N.41°07'12"W. a distance of 241.96 feet;
15. N.07°16'19"W. a distance of 149.95 feet;
16. N.25°25'55"E. a distance of 116.07 feet;
17. N.41°12'57"E. a distance of 170.60 feet;
18. N.15°49'05"E. a distance of 259.31 feet;
19. N.12°34'39"E. a distance of 45.75 feet;

THENCE crossing the said 437.016 Acre Tract and the 1023.257 Acre Tract the following 16 courses:

1. N.04°14'43"W. a distance of 969.36 feet;
2. S.55°33'40"E. a distance of 275.37 feet;
3. S.20°12'01"W. a distance of 318.89 feet;
4. S.02°07'07"E. a distance of 100.00 feet;
5. N.87°52'53"E. a distance of 300.00 feet;
6. N.39°30'47"E. a distance of 231.27 feet;
7. N.05°05'13"E. a distance of 204.70 feet;
8. N.08°57'19"E. a distance of 169.81 feet;
9. N.38°55'42"E. a distance of 136.08 feet;
10. N.86°33'15"E. a distance of 131.88 feet;

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