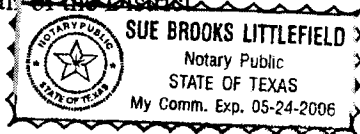


TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 11

By: [Signature]
Name: Michael de la Fuente
Title: President
Date: April 6, 2006

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this the 6th day of
April 2006, by Michael de la Fuente,
President of Travis County Municipal Utility District No. 11, on
behalf of the District.



[Signature]
Notary Public Signature

(SEAL)

Rough Hollow Development, Ltd. is executing this Agreement for the sole purpose of confirming its guarantee of certain payments to be made by District No. 11 under this Agreement, in accordance with and for limited time set forth in Section 6.07 of this Agreement.

ROUGH HOLLOW DEVELOPMENT, LTD.,
a Texas limited partnership

By: JHVL LP, Inc., a Texas corporation,
its General Partner

By: 

Name: Haythem Dawlett

Title: Vice President

Date: April 4, 2006

EXHIBIT "A"
ROUGH HOLLOW SERVICE AREA AND APPROVED DEVELOPMENT

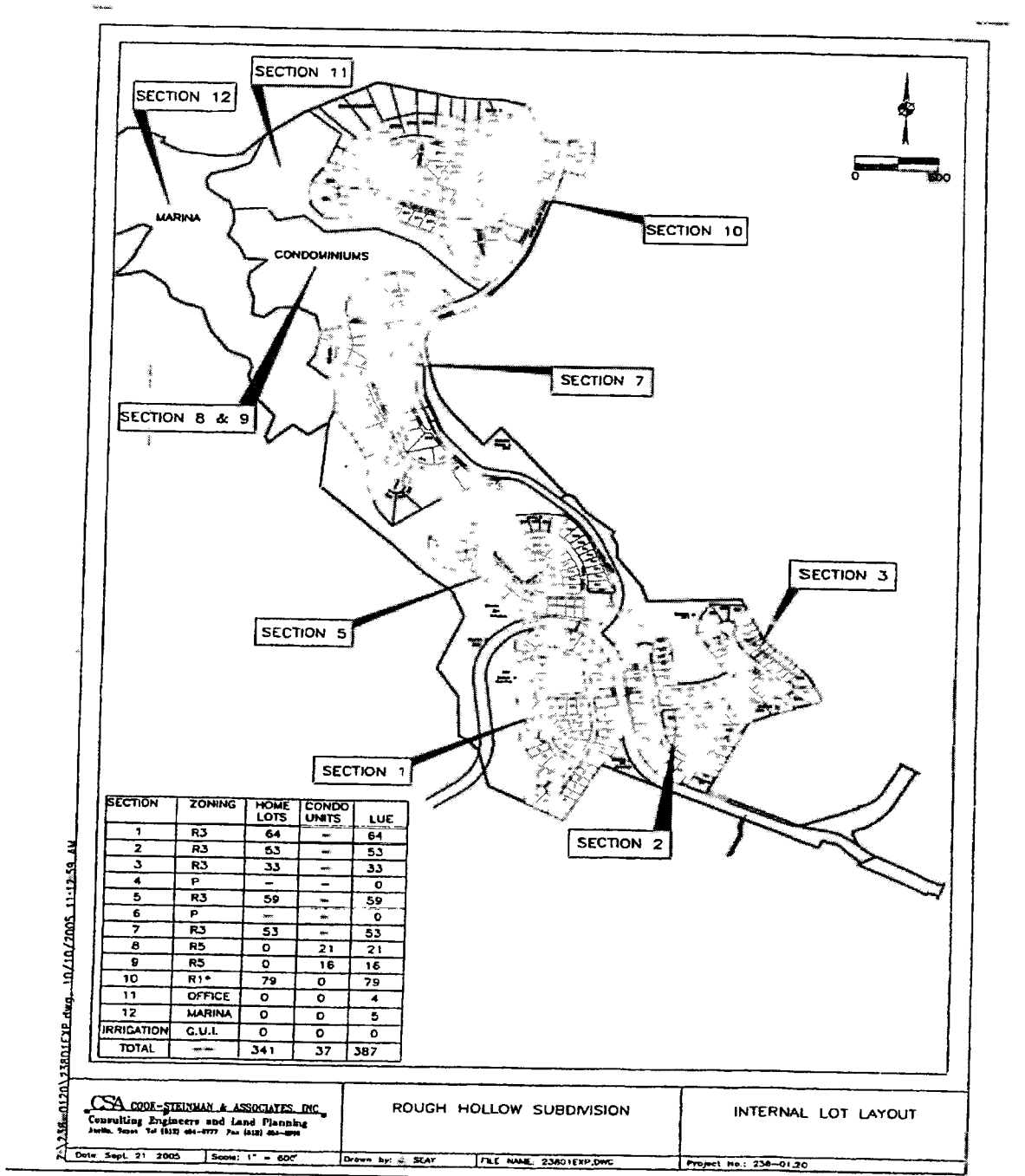


EXHIBIT "B"
LAKEWAY CONNECTING FACILITIES, INCLUDING POINTS OF ENTRY

JAD Exhibit 7

Page 28 of 78

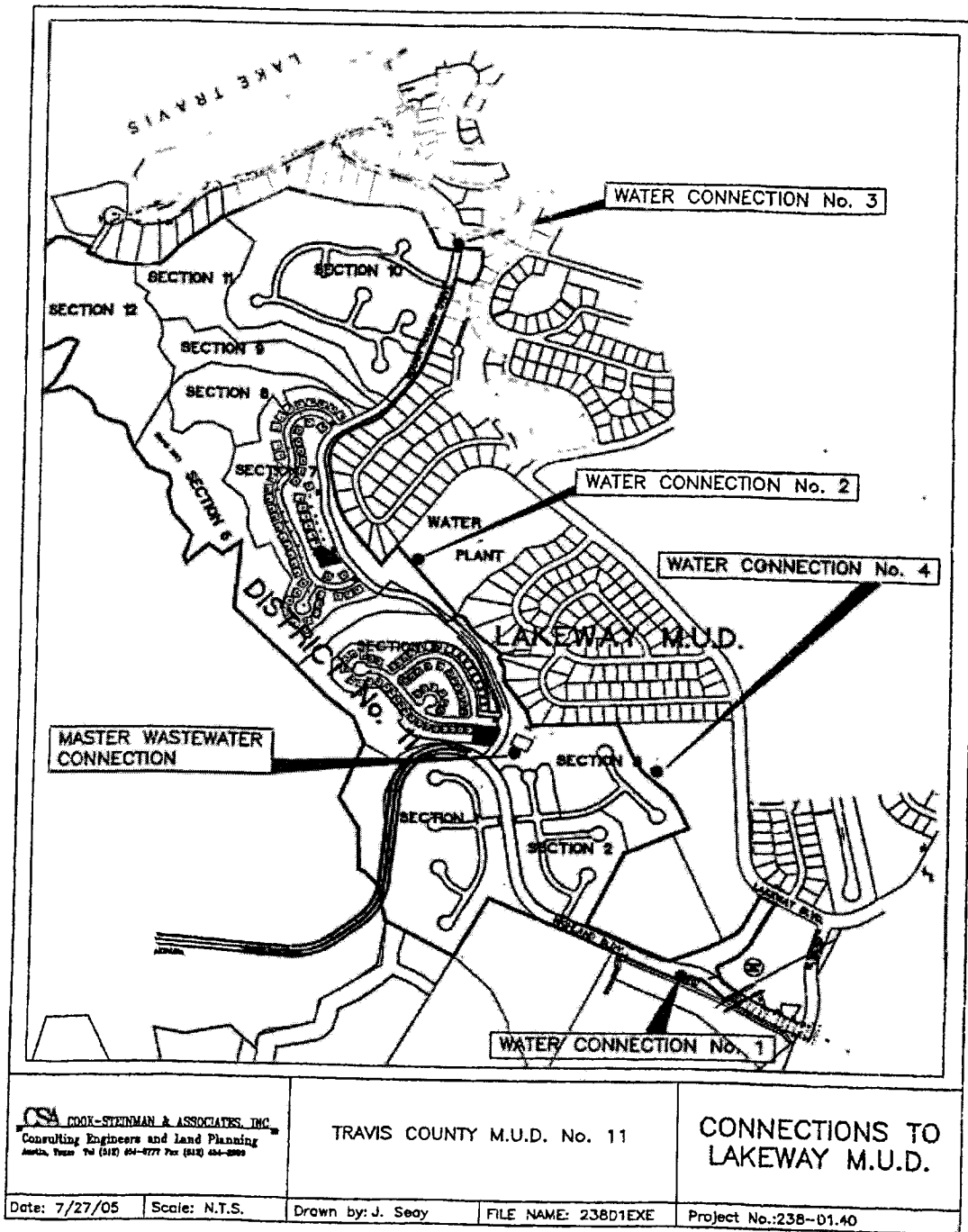


Exhibit "B"
 Page 1 of 1

EXHIBIT "C"
LAKEWAY SYSTEM IMPROVEMENTS

A. Water System Improvements

Booster Pump Station #1 (BP-1): Upsize three existing split case pumps to 60 HP, 1800 RPM including motor starters and incoming electric service with equipment similar to existing quality. See Exhibit "C-1" letter from Third Coast Engineering, dated June 6th, 2005.

B. Wastewater System Improvements

Lift Station #2 (L-2): Upsize three existing 20 HP second-stage dry pit pumps to 30 HP including motor starters, with similar quality equipment, to provide a firm capacity of approximately 810 GPM.

Replace approximately 1400 feet of existing 8-inch wastewater force main (WWFM) with approximately 1320 feet of new 10-inch WWFM. Replace the same footage of existing 10-inch reuse force main (RFM) adjacent to the new 10-inch RFM. This will accommodate the realignment necessary to accommodate the development plan and reduce the operating head on the pumps, effectively increasing the firm capacity to approximately 910 GPM. After the pipeline realignment, Lakeway agrees to abandon the existing lines in-place and vacate easements which no longer serve the relocated pipelines and conduits. See Exhibit "C-2".

Relocate the existing 8-inch WWFM and 10-inch RFM to avoid the embankment at Highlands Boulevard. Lakeway agrees to provide an embankment slope easement for the portion of Highlands Boulevard that encroaches onto the Lakeway S-5/I-5 site. See Exhibit "C-2".

Lakeway agrees to abandon in place the two existing 1-inch electrical conduits that parallel these existing pipelines after the water and wastewater metering connections and the electrical work described in Exhibit "D-1" is complete.

Relocate 2" water line where it has been covered by the new Highlands Boulevard to a new depth of 36-42 inches. See Exhibit "C-2".

Third Coast Engineering
Civil, Environmental, Construction Inspection
1716 Justin Lane
Austin, TX 78757
Phone (512) 453-4678 Mobile (512) 294-4247

June 6, 2005

Mr. Richard Eason, General Manager
Lakeway Municipal Utility District
1097 Lohmans Crossing
Lakeway, TX 78734-4459

RE: Preliminary Pump and Horsepower Selection
Rough Hollow Development

Dear Mr. Eason:

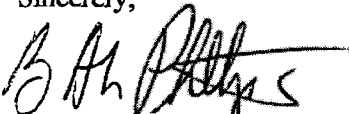
We have evaluated the above-referenced development using WaterCAD software. The model was built upon the Lakeway water model previously developed and calibrated by Carter & Burgess. The proposed Rough Hollow development was imported from electronic design files provided by Cook-Steinman and Associates (CSA), and the new pipe network model was built upon that layout. Using demand data from the West Upper Pressure Plane, the previously developed diurnal curve, and an estimated 250 additional LUEs representing the southern portion of Rough Hollow, and ultimate buildout of Lakeway MUD.

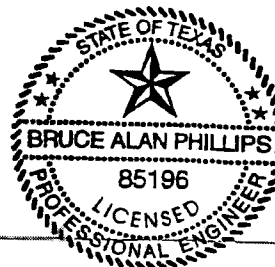
Please find two exhibits attached. One showing a series of system curves representing:

1. System curve generated from field data
2. System curve generated from WaterCAD
3. System curves representing static bounds of system, from either completely full or low-level lockout elevations in storage tanks (suction and discharge).

A preliminary pump selection is superimposed onto these system curves, showing compatibility with the entire range of possible operation, and the two-pump operating capacity of 1750 gpm @ 173 ft. A 60 horsepower motor will be required to meet all possible pumping conditions. Please feel free to contact me with questions regarding this analysis.

Sincerely,


B. Alan Phillips, P.E.
President



Third Coast Engineering
B. Alan Phillips
Lakeway MUD BP-1 Pumping Upgrade

PUMP DATA SHEET AURORA PUMPS

H2Optimize ver: 6.041

08/08/2019 AD Exhibit 7

Page 31 of 78
(unfiled)

Selection file:
Catalog: AURORA60.MPC v 1

Curve: PC-115907

Design Point: Flow: 1100 US gpm
Head: 150 ft

Fluid: Water Temperature: 60 °F
SG: 1

Pump: 420-HSC - 1200 Size: 6x8x17B
Speed: 1150 rpm Dia: 15.0625 in

Viscosity: 1.122 cP
Vapor pressure: 0.2568 psi_a
Atm pressure: 14.7 psi_a

Limits: Temperature: 275 °F Sphere size: 0.8125 in
Pressure: 250 psi_g Power: — bhp

NPSHa: — ft

Specific Speed: Ns: 1202 Nss: —

Piping: System: —
Suction: — in
Discharge: — in

Dimensions: Suction: 8 in Discharge: 6 in

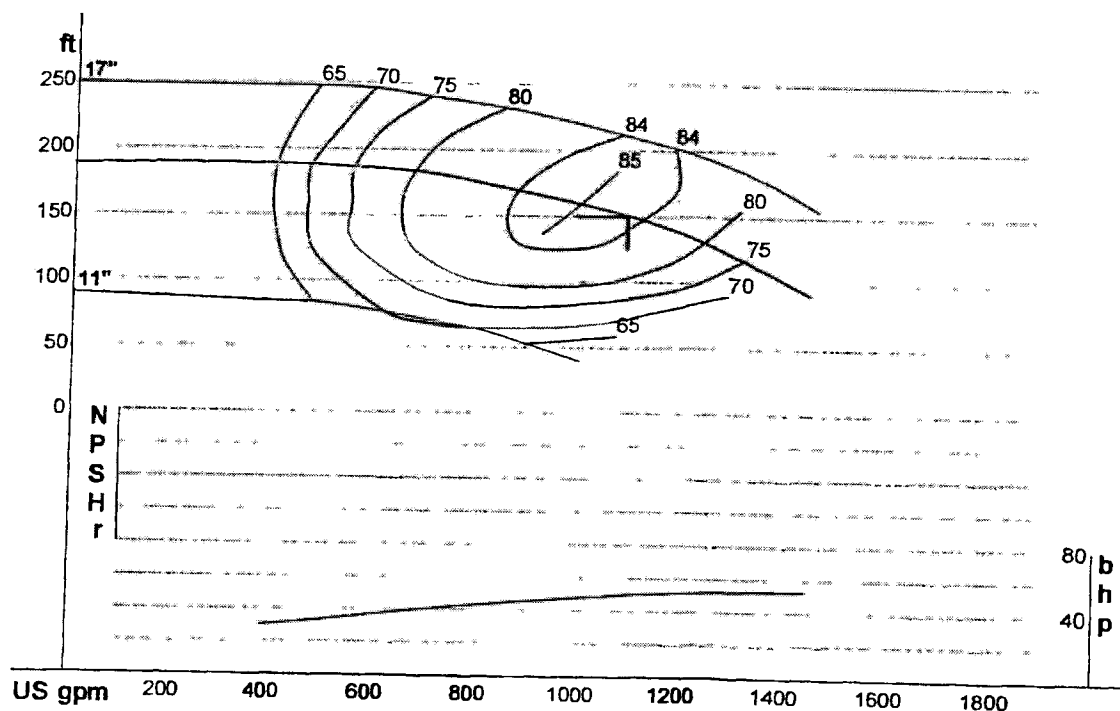
Motor: 60 hp Speed: 1200 Frame: 250M
IEC Standard TEFC Enclosure
sized for Max Power on Design Curve

No NPSH Available. Refer to Factory.

— Data Point —
Flow: 1100 US gpm
Head: 151 ft
Eff: 84%
Power: 49.6 bhp
NPSHr: - ft

— Design Curve —
Shutoff Head: 188 ft
Shutoff dP: 81.4 psi
Min Flow: - US gpm
BEP: 85% eff
@ 1007 US gpm
NOL Pwr: 52.9 bhp
@ 1457 US gpm

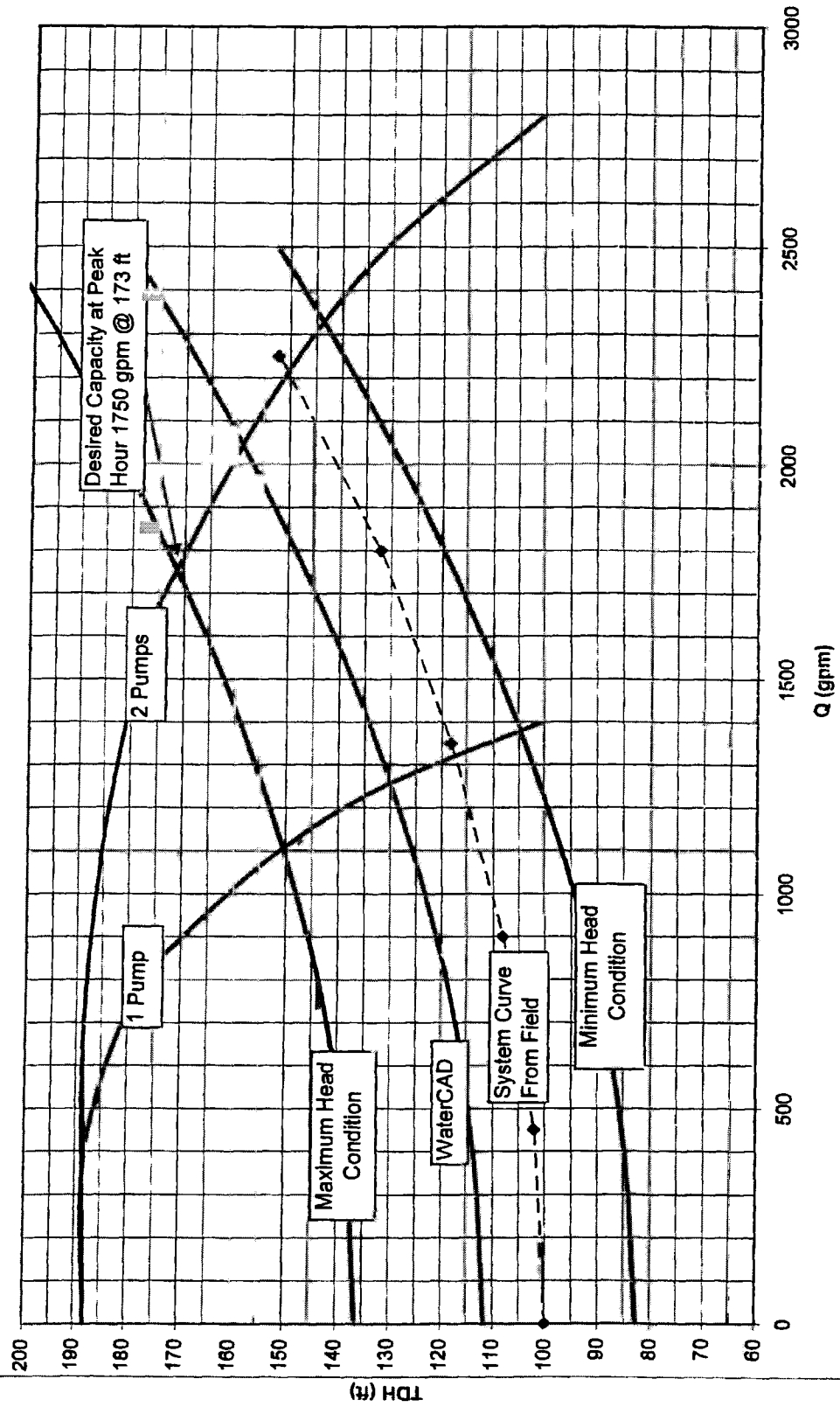
— Max Curve —
Max Pwr: 77.9 bhp
@ 1470 US gpm



— PERFORMANCE EVALUATION —

Flow US gpm	Speed rpm	Head ft	Pump %eff	Power bhp	NPSHr ft	Motor %eff	Motor kW	Hrs/yr	Cost /kWh
1320	1150	118	75	52.1	—	—	—	—	—
1100	1150	151	84	49.6	—	—	—	—	—
880	1150	170	84	44.9	—	—	—	—	—
660	1150	184	79	38.7	—	—	—	—	—
440	1150	189	67	31.1	—	—	—	—	—

Lakeway MUD
Preliminary Pump Selection
Aurora Series 420
Horizontal Split Case-1200 RPM 6x8x17B



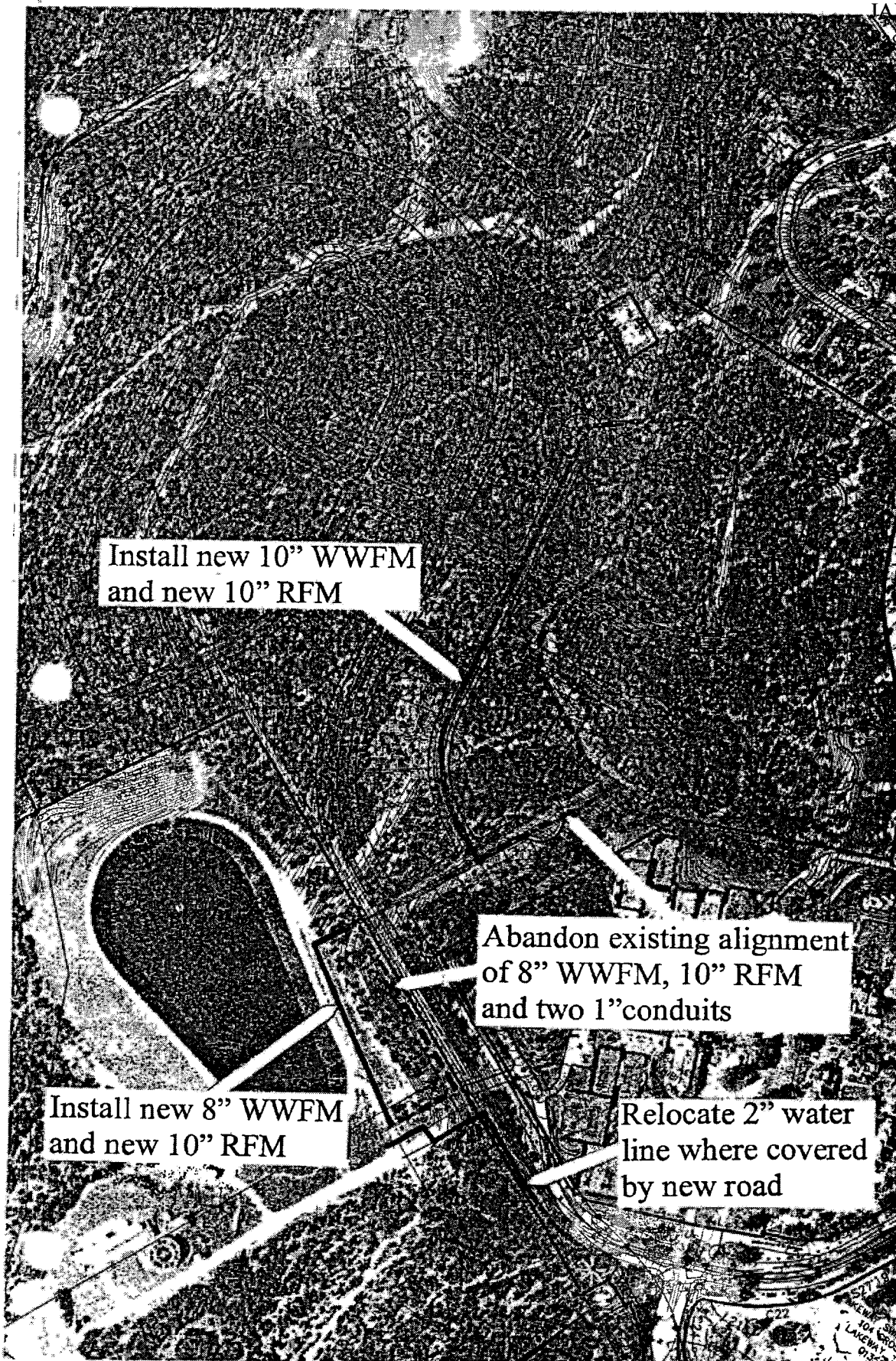


EXHIBIT "D"
APPROVED PLANS FOR CONNECTION FACILITIES AND DISTRICT NO. 11
SYSTEM

CONNECTING FACILITIES:

Design for electrical work by TG Electric, dated February 28, 2006, consisting of seven pages, describing the nature of the additions and modifications to the Lakeway System to accommodate the new water connections and master wastewater connection, a copy of which is attached as Exhibit "D-1".

Plans for Rough Hollow Water and Wastewater Master Meter Vault Installations, dated January 2006, describing the vaults, covers, meters and apparatus, a copy of which is attached as Exhibit "D-2".

Coating of interior of manhole depicted on the attached Exhibit "D-2" and the interior of the concrete head works structure at the S-5 Water Recycling Plant will be coated with Raven Lining Systems #405 ultra-high build epoxy coating system by a Lakeway approved applicator.

DISTRICT NO. 11 SYSTEM:

<u>Review Date</u>	<u>Rough Hollow Project</u>
4/11/2005	Phase I: Submittal #24, Tapping Sleeve
4/18/2005	Rough Hollow Section 11 (Yacht Club)
	Site Development Plans, Engineer's Drainage Reports, TIA
5/26/2005	Rough Hollow Preliminary Plan – Revision 3
	Rough Hollow Preliminary Plan – Revision 4
5/27/2005	Final Plat, Section 8,9
	Final Plat, Section 8 (New-Revised)
	Section 10 Partial Resubdivision
	Rough Hollow, Section 10, Subdivision Plans
	Final Plat Sections 7A and 7B
	Section 11 (Yacht Club)
	Variance of the Development Ordinance, Construction on Slopes
7/19/2005	Section 11 (Yacht Club, etc.); Plan Review #2
9/19/2005	Section 11 (Yacht Club, etc.), Site Development Plan, Site
	Development Rev. 1
3/13/2006	The Villas at Rough Hollow, Section 8,(Site Development Plans)
3/23/2006	Rough Hollow, Section 7, Subdivision Improvements
3/23/2006	Rough Hollow, Section 5, Subdivision Improvements
3/30/2006	Rough Hollow, Phase I, Subdivision Improvements

TG ELECTRICAL ENGINEERING
212 Industrial Boulevard
Cedar Park, Texas 78613
512-259-2977

February 28, 2006

Mr. Richard Eason
General Manager
Lakeway Municipal Utility District

Ref: Engineering Design & Project Layout
Rough Hollow Interface Points

Dear Mr. Eason,

Based on our meeting of February 15th and civil engineering drawings that you conveyed to me, I have revised the design of the electrical work to be performed by the controls & electrical subcontractor T & T Electric. This design is in conjunction with work being performed by Contractor under a contract originally described in SECTION 11999, TOTALIZING FLOW METER AND VAULTS. Current drawing labeled "Travis County M.U.D. 11 Exhibit 'B-1' Connections to Lakeway M.U. D." (TC#11 to LMUD) illustrates four (4) water connections and one (1) wastewater connection:

- Water Connection #1 – adjacent to LMUD E-3 EST.
- Water Connection #2 – adjacent to LMUD W-3 WTP.
- Water Connection #3 – on Rough Hollow Drive in Section #10.
- Water Connection #4 – on the Lakeway Tennis Center Condominium property.
- Master Wastewater Connection – adjacent to LMUD LS-2.

Water Connection #4 **IS NOT INCLUDED** in this phase of the project work.

1. SCADA HARDWARE- PROVIDED BY ELECTRICAL CONTRACTOR

E-3 EST shall be established as the SCADA gathering point for information for the system interface with the Rough Hollow development. It shall become PLC7_E3_EST (PLC7) on the LMUD SCADA system.

LMUD's current "general purpose" Ethernet radio channel #2 (PLC2, PLC3-4, PLC3-5, PLC5-2, & PLC6) is close to effective capacity in data transfer usage. Adding additional nodes to this "general-purpose" network has the potential of slowing down critical data transfer between W-3 WTP and the two supply barges (LMUD & LCRA) on Lake Travis. To avoid this condition, an additional Ethernet radio channel #7 (PLC7) is required to be created. To create the new channel requires installation of a multipoint-master/multipoint-slave Ethernet radio modem system

centered at the E-3 EST and creation of a master/slave Ethernet trunk line between E-1 GST (Eagle) and E-3 EST which shall be designated Ethernet radio channel #6.

A SCADA control panel shall be added inside the base of E-3 EST. The following equipment shall be required in the control panel to create the additional SCADA Ethernet channel RTU7:

- Allen Bradley SLC5/05 PLC processor: 1747-L532
- Allen Bradley power supply: 1747-P4
- Allen Bradley PLC 7-slot rack: 1747-N4
- Allen Bradley 16 digital input module: 1746-IB16
- Allen Bradley 8 analog input module: 1746-NI8
- N-Tron 4-slot Ethernet switch: 304TX
- Two Data Link spread-spectrum frequency-hopping Ethernet radio modems: SRM7210E
- Two attached 200' radio cables & a Yagi antenna and a omni higher-gain radio antenna
- Lightning protection for radio modems, digital and analog inputs.
- 24 Vdc power supply, Din-rail, Panduit, wiring, & terminals
- UPS

A Data Link spread-spectrum frequency-hopping Ethernet radio modem SRM7210E/Diag(M) with diagnostic capabilities (master radio modem for #6 trunk line) shall be installed at the E-1 Eagle SCADA radio system panel to create the main radio link to Rough Hollow radio network #7. An additional 100' antenna cable with high-gain Yagi antenna shall be installed and a separate 40' antenna tower shall be added to the south side of the E-1 Eagle booster pump building. Lightning protection shall be added to the antenna cable.

A Data Link spread-spectrum frequency-hopping Ethernet radio modem SRM7210E shall be added to the control panel at LS-2 to interface with E-3 EST and the Rough Hollow radio network #7. A 100' antenna cable with high-gain Yagi antenna shall be installed and a 40' antenna tower shall be added to the north side of the LS-2 pump building. Lightning protection shall be added to the antenna cable. The PLC module in the LS-2 control panel shall be changed to a 1747-L532 SLC 5/05 Ethernet processor to interface with E-3 EST and the Rough Hollow SCADA radio network #7. A 1746-NI4 module shall be added to the PLC rack to receive the wastewater flow meter signal.

A SCADA communications panel shall be added adjacent to the flow meter along Rough Hollow Boulevard in Section 10. A Data Link spread-spectrum frequency-hopping Ethernet radio modem SRM7210E shall be installed in this SCADA panel to interface with E-3 EST and the Rough Hollow radio network #7. A 50' antenna cable with high-gain Yagi antenna shall be installed and a free-standing 30' antenna tower shall be added as the stand for the SCADA panel. Lightning protection shall be added to the antenna cable. An Allen Bradley 1763-L16BWA MicroLogix 1100 (Ethernet) PLC and 24 Vdc power supply shall be incorporated into the SCADA panel (along with lightning protection and UPS) to interface with E-3 EST and the Rough Hollow SCADA radio network #7. The SCADA communications panel shall have a stainless steel shield for protection from the sun.

2. WATER CONNECTION #1 – E-3 EST:

E-3 shall be established as Water Connection #1 between LMUD and TC#11. This connection will include a flow meter to measure the flow from LMUD to TC#11.

ELECTRICAL SUBCONTRACTOR WORK:

T & T Electric shall be responsible for:

- Installing one Multi-Mag Flow Meter Electronics Panel in the base of the E-3 EST.
- Installing a ¾" conduit to carry one Multi-Mag Flow Meter Sensor Cable from the "Hot Box" at the Sensor Assembly to the Electronics Panel. The "Hot Box" end of the conduit shall use a CGB connector to create a water-resistant transition into the ¾" conduit.
- Installing a second ¾" conduit plus three #12 AWG conductors & a duplex GFI plug to convey 120-Vac power to the "Hot Box" at the Multi-Mag Flow Meter Sensor Assembly.
- Installing the required conduit in the concrete pad prior to the Contractor pouring the concrete.
- Installing the PLC7 control panel in the E-3 EST base.
- Creating the conduit penetrations into the E-3 EST base.
- Wiring the Multi-Mag Flow Meter Electronics Panel.
- Wiring the PLC7 control panel.
- Wiring existing E-3 EST controls into PLC7.
- Installing the antenna cables and antenna to the top of the EST tank.
- Confirming the Electronics Panel generated 4-20 mA signal is received by PLC7.

CONTRACTOR WORK:

Contractor shall be responsible for:

- Providing the Multi-Mag Flow Meter Sensor Assembly, Sensor Cable, and Electronics Panel.
- Making sure that the Sensor Cable is of sufficient length to connect the Sensor Assembly to the Electronics Panel but not less than 110 feet in length.
- Making sure that the Sensor Assembly's probe is of sufficient length to place the top of the Sensor Assembly frame at least 24" above ground level and matched up with the length of the sensor access riser.
- Providing the properly sized "Hot Box" to cover the Sensor Assembly.
- Installing the appropriate valving and access risers.
- Installing the sensor access riser and 2" valve on which the Sensor Assembly shall be mounted.
- Installing the concrete pad for the "Hot Box" and riser.
- Installing the Sensor Assembly.
- Provide the trenching from the "Hot Box" to the base of the EST – a distance of about 80 feet – crossing under the sidewalk to the right side of the entrance door.
- Calibrating the Multi-Mag Flow Meter and confirming its operation.

3. WATER CONNECTION #2 – W-3 WATER PLANT:

W-3 shall be established as Water Connection #2 between LMUD and TC#11. This connection will include a flow meter to measure the flow from LMUD to TC#11.

ELECTRICAL SUBCONTRACTOR WORK:

T & T Electric shall be responsible for:

- Installing one Multi-Mag Flow Meter Electronics Panel in the W-3 Plant Control Room.
- Installing a ¾" conduit to carry one Multi-Mag Flow Meter Sensor Cable from the "Hot Box" at the Sensor Assembly to the Electronics Panel. The "Hot Box" end of the conduit shall use a CGB connector to create a water-resistant transition into the ¾" conduit.
- Installing a second ¾" conduit plus three #12 AWG conductors & a duplex GFI plug to convey 120-Vac power to the "Hot Box" at the Multi-Mag Flow Meter Sensor Assembly.
- Installing the required conduit in the concrete pad prior to the Contractor pouring the concrete.
- Creating the conduit penetrations into the W-3 Plant Control Room.
- Wiring the Multi-Mag Flow Meter Electronics Panel.
- Wiring the Multi-Mag Flow Meter 4-20 mA output into PLC3.
- Confirming the Electronics Panel generated 4-20 mA signal is received by PLC3.

CONTRACTOR WORK:

Contractor shall be responsible for:

- Providing the Multi-Mag Flow Meter Sensor Assembly, 300' Sensor Cable , and Electronics Panel.
- Making sure that the Sensor Assembly's probe is of sufficient length to place the top of the Sensor Assembly frame at least 24" above ground level and matched up with the length of the sensor access riser.
- Providing the properly sized "Hot Box" to cover the Sensor Assembly.
- Installing the appropriate valving and access risers.
- Installing the sensor access riser and 2" valve on which the Sensor Assembly shall be mounted.
- Installing the concrete pad for the "Hot Box" and riser.
- Installing the Sensor Assembly.
- Provide the trenching from the "Hot Box" to the northwest wall of the W-3 Control Building – a distance of about 200 feet.
- Calibrating the Multi-Mag Flow Meter and confirming its operation.

4. WATER CONNECTION #3 – ROUGH HOLLOW BOULEVARD:

The north end of Rough Hollow Boulevard in Section #10 shall be established as Water Connection #3 between LMUD and TC#11. This connection will include a flow meter to measure the flow from LMUD to TC#11.

ELECTRICAL SUBCONTRACTOR WORK:

T & T Electric shall be responsible for:

- Installing one Multi-Mag Flow Meter Electronics Panel in the SCADA communications panel.
- Installing a ¾" conduit to carry one Multi-Mag Flow Meter Sensor Cable from the "Hot Box" at the Sensor Assembly to the Electronics Panel. The "Hot Box" end of the conduit shall use a CGB connector to create a water-resistant transition into the ¾" conduit.
- Installing a second ¾" conduit plus three #12 AWG conductors & a duplex GFI plug to convey 120-Vac power to the "Hot Box" at the Multi-Mag Flow Meter Sensor Assembly.
- Installing the required conduit in the concrete pad prior to the Contractor pouring the concrete.
- Installing a protective stand for the SCADA communications panel. The protective stand shall have two 2 ½" OD poles and a 270 degree sun-shield. The stand shall be galvanized and shall be installed in the concrete pad prior to the Contractor pouring the concrete.
- Installing the antenna tower to the protective stand and into the concrete pad prior to the Contractor pouring the concrete.
- Wiring the Multi-Mag Flow Meter Electronics Panel.
- Installing the antenna cable and antenna.
- Confirming the Electronics Panel generated 4-20 mA signal is received by PLC7.
- Establishing a meter loop at the power supply point.
- Establishing a breaker panel for the power circuits.
- Installing the required conduit and conductors for 120 Vac power between the meter loop and the SCADA communications panel – a distance allowance of 200 feet..

CONTRACTOR WORK:

Contractor shall be responsible for:

- Providing the Multi-Mag Flow Meter Sensor Assembly, Sensor Cable , and Electronics Panel.
- Making sure that the Sensor Cable is of sufficient length to connect the Sensor Assembly to the Electronics Panel but not less than 50 feet in length.
- Making sure that the Sensor Assembly's probe is of sufficient length to place the top of the Sensor Assembly frame at least 24" above ground level and matched up with the length of the sensor access riser.
- Providing the properly sized "Hot Box" to cover the Sensor Assembly.
- Installing the appropriate valving and access risers.
- Installing the sensor access riser and 2" valve on which the Sensor Assembly shall be mounted.

- Installing the concrete pad for the "Hot Box" and riser.
- Installing the Sensor Assembly.
- Providing the trenching from the "Hot Box" to the base of the concrete pad – a distance of about 30 feet.
- Providing the trenching from the meter loop to the base of the concrete pad – a distance allowance of 200 feet.
- Calibrating the Multi-Mag Flow Meter and confirming its operation.

5. MASTER WASTEWATER CONNECTION – LIFT STATION #2:

Lift Station #2 shall be established as the Master Wastewater Connection between LMUD and TC#11. This connection will include a flow meter to measure the flow from TC#11 to LMUD.

CONTRACTOR WORK:

- The Contractor shall provide and install the meter vault.
- The Contractor shall provide the flow meter, detection device, and associated cable (at least 110 feet in length). The Contractor shall install the detection device.
- The Contractor shall provide the sump pump with two-float system. The Contractor shall install the sump pump and discharge pipe but not the power wiring.
- The Contractor shall provide the trenching from the meter vault to the LS-2 Control Building– a distance of about 80 feet – on the north side of the wetwell pad.

ELECTRICAL SUBCONTRACTOR WORK:

- The Subcontractor shall install the necessary grounding and lightning protection.
- The Subcontractor shall install the required conduit between flow meter panel in the LS2 control building back wall and the flow detection device for the flow meter cable.
- The Subcontractor shall install the required conduit between the load center in the LS2 control building and the meter vault for the power to the vault lights and sump pump.
- The Subcontractor shall install the required conduit between the flow meter and the PLC5-6 (SLC 5/05 PLC) Control Panel for the 4-20 ma signal.
- The Subcontractor shall install the required wiring from the power circuit and control wires.
- The Subcontractor shall provide the following electrical equipment for the meter vault:
 - A florescent light fixture for the vault.
 - A light switch.
 - A duplex outlet for power to the sump pump.
 - Conduit and boxes for the electrical connections.
- The Subcontractor shall make the following changes to RTU5-6:
 - Add a 1747-L532 Allen Bradley SLC 5/05 Ethernet PLC.
 - Add a Data Link 7210E Ethernet Radio Modem.
 - Add a 1746-NI4 analog module.
 - Add a 100' antenna cable and YAGI antenna to a 40' antenna tower.

John Gordon

Page 7

2/28/2006

6. SCADA SETUP & PROGRAMMING

Once the equipment is in place, the new SCADA Network #7 shall be activated to incorporate Rough Hollow data into the SCADA system.

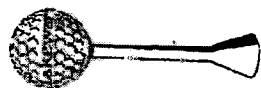
ELECTRICAL SUBCONTRACTOR WORK:

T & T Electric shall be responsible for:

- Establishing Ethernet Radio linkage for Network #6 – the trunk link between Eagle and E-3 EST (Water Connection #1).
- Establishing Ethernet Radio linkage for Network #7 – the data link between E-3 EST and LS-2 (Master Wastewater Connection).
- Establishing Ethernet Radio linkage for Network #7 – the data link between E-3 EST and Rough Hollow Boulevard (Water Connection #3).
- Programming the 4-20 mA Water Connection #2 flow signal into PLC3.
- Re-programming PLC5-3 at LS-2 to be recognized as PLC 5-6 on the Ethernet.
- Adding the 1746-NI4 into the programming of PLC5-6.
- Programming the 4-20 mA Master Wastewater Connection flow signal into PLC5-6.
- Re-programming PLC5 to query data from and send control bits to PLC5-6 over the Ethernet portal of PLC5.
- Removing the DH485 link between S-5 and LS-2.
- Programming the SLC 5/05 at E-3 EST as PLC7.
- Programming PLC7 to process Water Connection #1 flow data.
- Programming PLC7 to retrieve Water Connection #2 flow data from PLC3.
- Programming PLC7 to retrieve Water Connection #3 flow data from PLC7-1.
- Programming PLC7 to retrieve Wastewater Master Connection flow data from PLC5-6.
- Programming PLC7 to process E-3 level and float data.
- Programming PLC7 to process Hurst Creek Tank level data.
- Programming the MicroLogix 1100 at Rough Hollow Boulevard as PLC7-1.
- Programming PLC7-1 to process Water Connection #3 flow data.
- Re-programming PLC3 to retrieve E-3 and Hurst Creek Tank data from PLC7.
- Add PLC7 into the SCADA RS VIEW program.
- Develop the SCADA RS VIEW tags & screen to display TC#11 data.

Sincerely,

John B. Gordon, P.E.
State of Texas 43337



LAKEWAY MUNICIPAL UTILITY DISTRICT ROUGH HOLLOW METER VAULT INSTALLATIONS

MAY 2005



SITE LOCATION (TYP)



DRAWING INDEX:

1. COVER SHEET
2. DETAILS
3. DETAILS

ACCEPTED FOR CONSTRUCTION:

LAKEWAY MUNICIPAL UTILITY DISTRICT DATE

SUBMITTED FOR REVIEW BY:

THIRD COAST ENGINEERING DATE

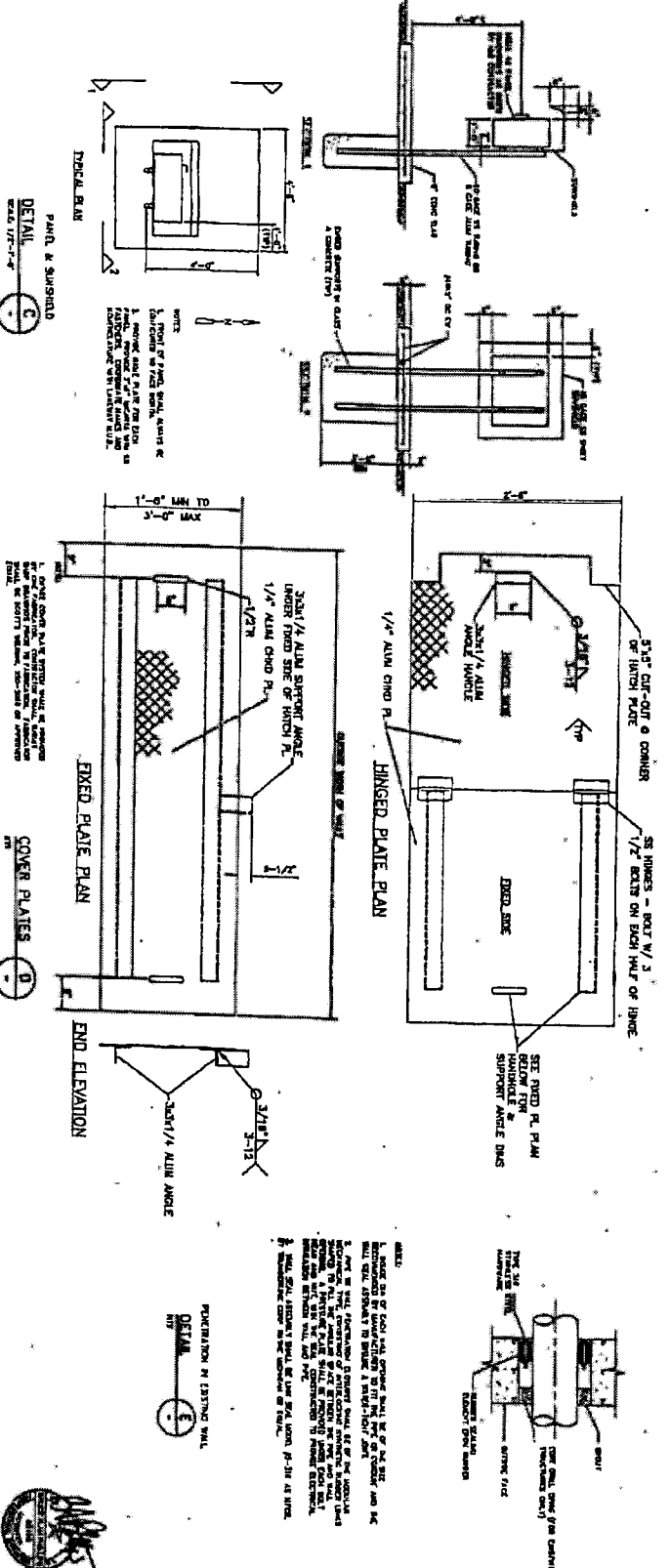
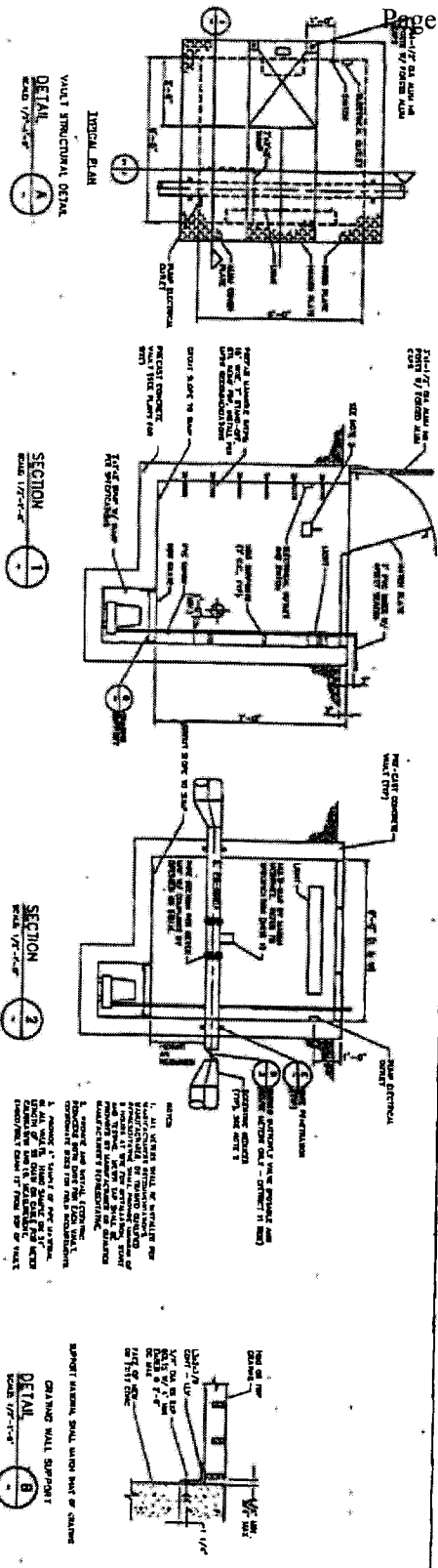
ALL RESPONSIBILITY FOR THE ACCURACY OF THESE
DRAWINGS IS ASSUMED BY THE ENGINEER. THE
OWNER IS RESPONSIBLE FOR THE PROPER
INSTALLATION AND MAINTENANCE OF THE
STRUCTURE OF THE WORK OF THE ENGINEER.

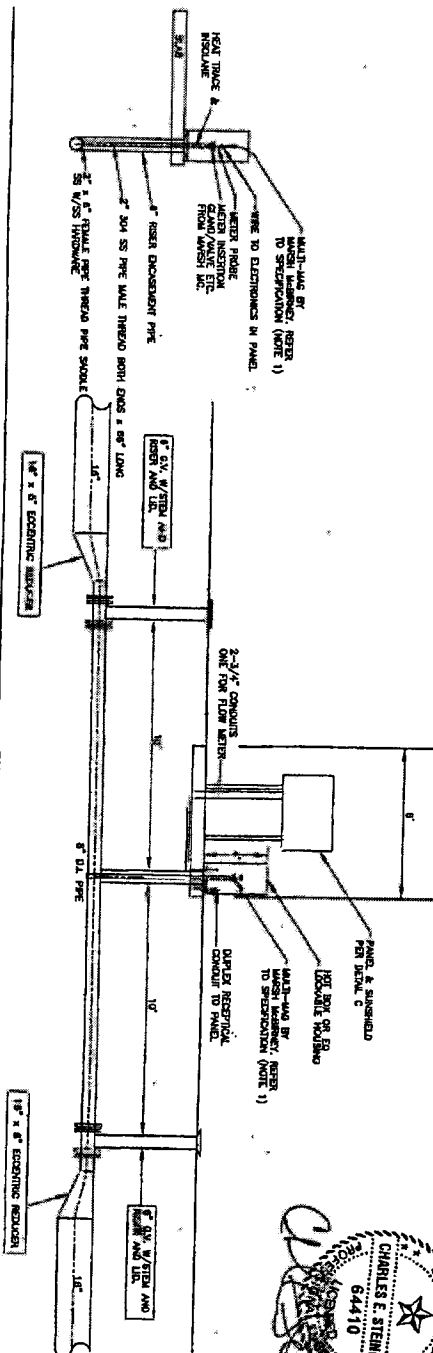
LOCATION PLAN

REVISIONS	
NO.	DESCRIPTION

Third Coast Engineering

CIVIL, ENVIRONMENTAL AND CONSTRUCTION INSPECTION
1718 JASTIN LANE, AUSTIN, TEXAS 78757
TEL: (512) 425-4247
FAX: (512) 425-4878





NOTE 1: ALL METERS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS. MANUFACTURER OR TYPED COULDED INFORMATION SHALL PROVIDE MINIMUM OF 4 HOURS AT SITE FOR EACH METER AND TESTING. METER TOP SHALL BE PROTECTED BY MANUFACTURER OR COULDED MANUFACTURERS REPRESENTATIVE.

NOTE 2: ALL THE INSTALLATION SHOWN THIS SHEET SHALL BE INSTALLED WITHIN THE DISTANCE SHOWN ON CONSTRUCTION DRAWINGS. IF THIRD PARTY DISTANCE SHOWN IS 2' OR 3' OBTAIN 5'-10'-2000S ALL OTHER DETAILS SHALL REMAIN UNCHANGED.

CSA COOK-STEINMAN & ASSOCIATES, INC.
Consulting Engineers and Land Planning
Aurora, Texas Tel (512) 454-8777 Fax (512) 454-2900

MASTER WATER METER DETAIL
T.C. MUD No. 11

LAS VENTANAS PARTNERS
205 WILD BASIN ROAD
AUSTIN, TEXAS 78746
(512) 306-1444

Date: JANUARY 6, 2006	Scale: 1" = 40'
-----------------------	-----------------

Drawn by: J. SEAY

FILE NAME: 23802MUDMETER.DWG

Project No.: 238-02.41

EXHIBIT "E"
LUE EQUIVALENCY CHART

Equivalent Unit Conversions	
Facility Use	Equivalent to 1 LUE
Office	3,000 sq.ft
Retail	1,660 sq.ft.
Restaurant	400 sq.ft.
School	13 students
Hotel	2 rooms
Church	70 seats
Irrigation	1 meter
Rest Home	2 beds
Residence	1 living quarters

The Equivalent Unit Conversion table above may be adjusted using known criteria. For example, if a school prepares meals and has a dishwashing operation, Lakeway will adjust the criteria accordingly. Lakeway will consider flow volume, BOD and TSS waste strength when assigning LUE to a waste source.

Peak Meter Capacities			
LUEs	Meter Size	Meter Type	Recommended Peak gpm
1	5/8	Displacement	16
1	3/4	Displacement	24
2	1	Displacement	40
5	1 1/2	Displacement	80
8	2	Displacement	130
8	2	Combination	130
8	2	Turbine	130
17	3	Combination	255
18	3	Turbine	280
26	4	Combination	400
33	4	Turbine	500
53	6	Combination	800
73	6	Turbine	1,100
86	8	Combination	1,300
126	8	Combination	1,900

**AMENDMENT NO. 1 TO AGREEMENT FOR WHOLESALE WATER AND
WASTEWATER SERVICE BETWEEN LAKEWAY MUNICIPAL UTILITY DISTRICT
AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 11**

Lakeway Municipal Utility District ("Lakeway") and Travis County Municipal Utility District No. 11 ("District No. 11") previously entered into an "Agreement For Wholesale Water And Wastewater Service" dated April 6, 2006 (the "Agreement"), under which Lakeway agreed to provide wholesale water and wastewater service to District No. 11 for service to a portion of District No. 11 known as Lakeway Rough Hollow ("Rough Hollow"). In addition to Rough Hollow, District No. 11 includes an area known as Lakeway Highlands, Phase 1, Sections 1 and 2 ("Highland Sections 1 and 2"). District No. 11 has planned to provide permanent wastewater service to Highlands by participating in a wastewater treatment plant and related irrigation facilities (the "Proposed Highlands Facilities") proposed to be constructed cooperatively with Travis Counties Municipal Utility Districts No. 12 and 13 ("Districts 12 and 13") Due to the timing of development in District No. 11, District No. 11 currently anticipates that it will be required to begin design of the Proposed Highlands Facilities no later than May 2010.

Lakeway, District No. 11, Districts 12 and 13 and Rough Hollow Development, Ltd. are currently participating in negotiations which, if successful, would result in, among other things, the expansion of Lakeway's existing S-5 wastewater treatment plant and the construction of new irrigation fields to serve the Highlands Sections 1 and 2 as well as Districts No. 12 and 13 (the "Proposed Regional Facilities"). There is currently a significant amount of wholesale wastewater capacity available to District No. 11 under the Agreement which is not being used and is not expected to be required for development within Rough Hollow in the near future. In order to allow additional time for the negotiation and finalization of the agreements required to implement the cooperative planning, financing and construction of the Proposed Regional Facilities, District No. 11 has requested that Lakeway agree to provide wastewater service to Highlands Sections 1 and 2 by utilizing wastewater capacity which Lakeway has agreed to provide to District No. 11 for Rough Hollow under the Agreement, but which is presently not being utilized, and Lakeway has agreed to do so on the terms of this Amendment No. 1 to Agreement for Wholesale Water and Wastewater Service (this "Amendment").

Therefore, in consideration of the mutual covenants contained in this Amendment, Lakeway and District No. 11 agree as follows:

1. Defined Terms. Terms which are not otherwise defined in this Amendment which are delineated with initial capital letters and are defined in the Agreement will have the same meanings in this Amendment as in the Agreement.
2. Service Area. District No. 11 and Lakeway agree that, for the Highlands Service Term, as defined below, and on the terms and conditions set forth in this Amendment, the Service Area for wastewater service, as defined in the Agreement, will be amended to include

Highlands Sections 1 and 2, as depicted on the attached Exhibit 1, and to exclude Rough Hollow, Section 3, as depicted on the attached Exhibit 2 ("Rough Hollow Section 3").

3. Highlands Service Term. For the term of this Amendment, which may not exceed three years from the effective date of this Amendment (the "Highlands Service Term"), Highlands Sections 1 and 2 will be included in the Service Area under the Agreement and District No. 11 will be authorized to provide retail wastewater service to Highlands Sections 1 and 2 utilizing a portion of the wholesale wastewater capacity provided by Lakeway under the Agreement. During the Highlands Service Term, Rough Hollow Section 3 will not be included in the Service Area and may not be provided retail wastewater service utilizing capacity available to District No. 11 under the Agreement. Wholesale wastewater service to the Highlands Sections 1 and 2 will be subject to all of the terms and conditions of the Agreement, as modified by this Amendment. Upon the expiration of the Highlands Service Term, then, unless District No. 11 has elected to permanently provide wastewater service to Highlands Sections 1 and 2 through the Agreement as provided in the next paragraph of this Section, all of the wastewater service available to District No. 11 under the Agreement will automatically revert to and be available to serve the Service Area, as originally defined in the Agreement, including Rough Hollow Section 3.

If District No. 11, Lakeway and the other parties do not negotiate and enter into an agreement for the Proposed Regional Facilities then, unless District No. 11 has obtained an alternative source of permanent wastewater service for Highlands Sections 1 and 2 which will be available prior to expiration of the Highlands Service Term, District No. 11 may elect to continue to provide wastewater service to Highlands Sections 1 and 2 through the Lakeway System without increasing District No. 11's capacity under the Agreement by giving written notice to Lakeway, in which case the Agreement will automatically be deemed to have been permanently amended to revise the definition of the Service Area for wastewater service to include Highlands Sections 1 and 2 and to exclude Rough Hollow Section 3, with no changes in the quantity of capacity or service allocated to District No. 11 or other changes in the Agreement.

4. Level of Service. The amendment of the Service Area for wastewater service under this Amendment will not increase the total quantity of service available to District No. 11 under the Agreement, which will remain limited as set forth in Section 2.01(a) and (b) of the Agreement. In other words, during the term of this Amendment, each LUE of wastewater service provided to Highlands Sections 1 and 2 will reduce the amount of wastewater service available to Rough Hollow under the Agreement by a corresponding amount. Lakeway MUD will have no obligation to increase the quantity of wastewater service provided to District No. 11 beyond that specified in the Agreement unless a further, written amendment to the Agreement is negotiated and entered into by the parties. District No. 11 will be solely responsible for assuring that there is sufficient capacity available to District No. 11 under the Agreement for each connections made by District No. 11 within the Service Area. At such time as the quantity of Wastewater service available to District No. 11 under the Agreement is reached, District No. 11 must deny any additional service requests and discontinue making additional Wastewater connections.

5. Wastewater Charges. During the term of this Amendment, the Wastewater volume charge payable by District No. 11 under paragraph 6.01(b) of the Agreement will be calculated by establishing a monthly usage volume for District No. 11 based on the total of District No. 11's customers' average monthly water usage during the winter averaging period, utilizing the winter-averaging process described in the excerpt from the Lakeway MUD Rate Manual, Fourth Edition, as amended October 21, 2009, attached as Exhibit 3. Water usage through fire-hydrant and irrigation water meters, and prior water usage at inactive customer connections, will not be included as customers in making this calculation. During the first year of the term of this Amendment and thereafter for all new residential customers who have not established a winter average usage history, Wastewater usage for each occupied residential unit, as determined based on District No. 11's monthly operations report, will be deemed to be 6,000 gallons of Wastewater per month. Thereafter during the term of this Amendment, the Wastewater volume for each active customer connection within District No. 11 will be determined utilizing the winter-averaging process set forth in Exhibit 3, with the minimum volume per occupied residential unit being 1,500 gallons per month and the maximum volume being 15,000 gallons per month. The Wastewater volume charge calculated under this Amendment will in lieu of, and not addition to, the Wastewater volume charge set forth in the third sentence of paragraph 6.01(b) of the Agreement.

6. Effect of Amendment. Except as specifically provided in this Amendment, the Agreement will continue to govern the rights and obligations of the parties, and all provisions of the Agreement, as modified by this Amendment, will remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, this Amendment will control and modify the terms and provisions of the Agreement.

7. Effective Date; Termination. This Amendment will become effective on the date of due execution by the authorized representatives of each of Lakeway and District No. 11 and continue for three years from the date of this Amendment, unless earlier terminated in accordance with the provisions hereof or extended by its terms or by further written agreement of the parties. District No. 11 may terminate this Amendment earlier than the three years from the effective date of this Amendment by giving written notice to Lakeway of such termination.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed an original instrument, but all of which counterparts together will constitute one and the same instrument.

9. Exhibits. The following exhibits are attached to this Amendment and incorporated herein by reference.

Exhibit "1" -Plat of Lakeway Highlands, Phase 1, Section 1 and Lakeway Highlands, Phase 1, Section 2

Exhibit "2" -Plat of Rough Hollow, Section 3

Exhibit "3" -Excerpt from Lakeway Rate Manual Regarding Winter-averaging

Executed on the date or dates indicated below, to be effective as of the date the last party has signed.

LAKEWAY MUNICIPAL UTILITY DISTRICT

By: Thomas J Rogers
Name: _____
Title: President
Date: 3-24-10

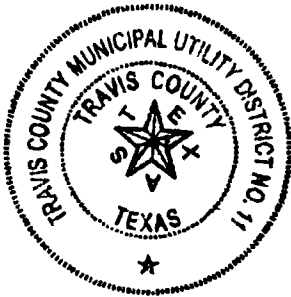
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this the 24 day of March, 2010, by Thomas Rogers,
_____ of Lakeway Municipal Utility District, on behalf of the District.

(SEAL)



Kristin Deloney
Notary Public Signature



**TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 11**

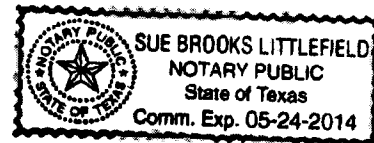
By: [Signature]
Name: Michael de la Fuente
Title: President
Date: 4.1.2010

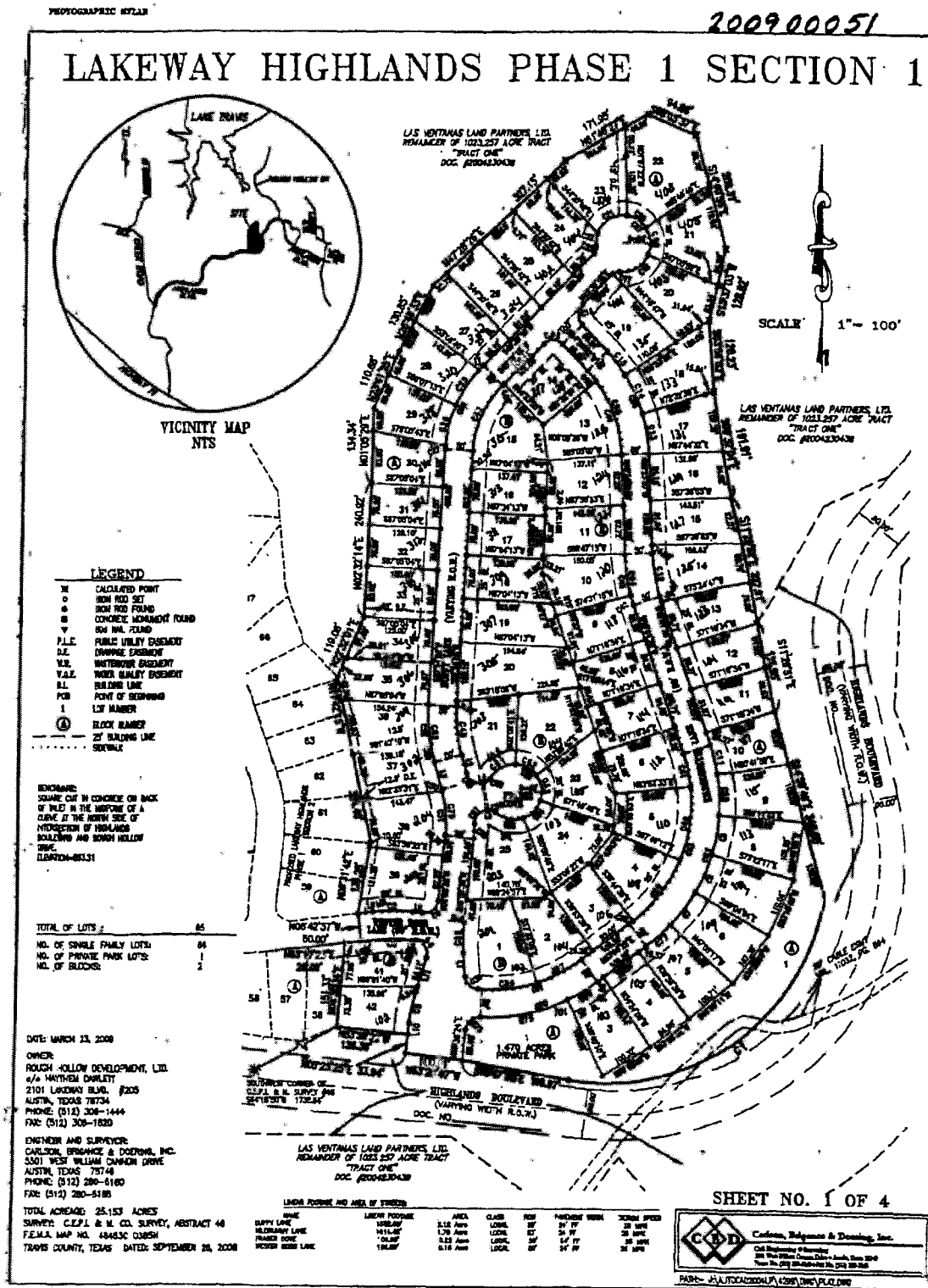
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

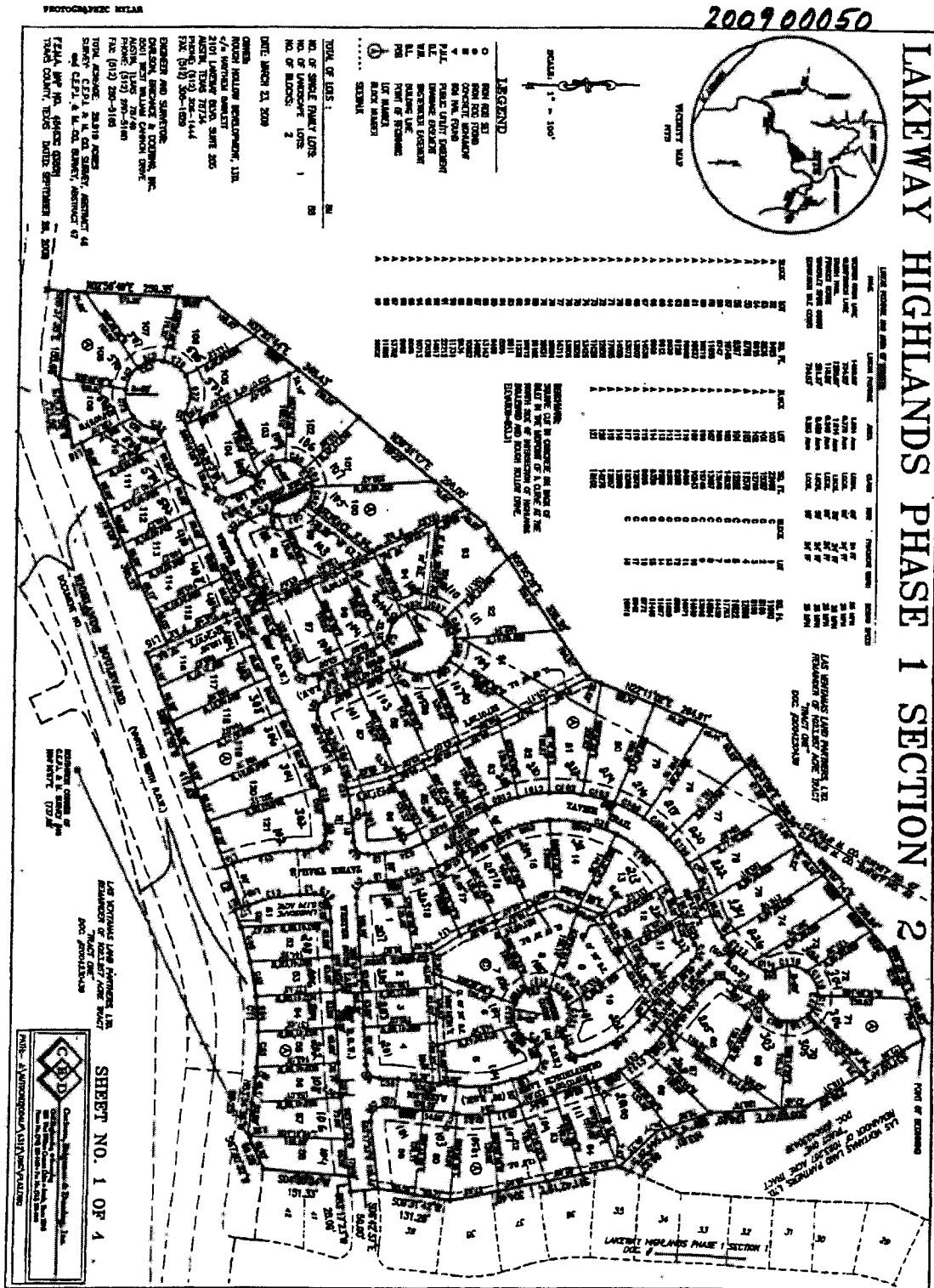
THIS INSTRUMENT was acknowledged before me on this the 1st day of
April, 2010, by Michael de la Fuente
President of Travis County Municipal Utility District No. 11, on
behalf of the District.

[Signature]
Notary Public Signature

(SEAL)







Lakeway Municipal Utility District
Rate Manual - 4th Edition
June 11, 1997 & amendments through October 21, 2009

The District uses an inclining tier block rate structure. The concept of conservation rate structures is to compel the water customer to implement cost effective water conservation measures and practices. An important aspect of conservation rates is to design the rate structure so a large portion of the charges are based on the quantity of water the customer consumes. This strategy must be balanced with needs to recover fixed costs regardless of actual water usage, e.g. wet years and dry years. Therefore, a large measure of revenue should come from a large segment of customers. The financial justification for conservation rate structures is based on the premise that a large portion of our infrastructure and distribution costs are incurred to meet daily and seasonal peak demands. Water efficiency reduces operating costs, and could avoid the need to invest in expansion projects.⁽³⁾

The water conservation volume rate structure has the following goals:

- Reduce daily peak usage
- Reduce seasonal peak usage
- Reduce total system demand
- Meet break-even revenue requirements.⁽³⁾

The lowest cost tier provides minimal water usage for a typical household at a minimum reasonable price, and the subsequent tiers are priced higher than the prior tier.⁽³⁾

VOLUME CHARGE WASTEWATER - Residential Accounts

The volume determinant for the Wastewater Rate design employs a methodology generally referred to as WINTER AVERAGING, i.e., a billing period is selected when water usage is at a minimum; a monthly average is calculated and that volume, annualized, becomes the volume billing determinant. The average monthly volume used by each customer during that period determines the customer's monthly volume charge for the entire year.

During that period of minimum water usage, outdoor usage is at a minimum and all, or nearly all of the water used is being discharged to the wastewater system. The customer's volume charge, then, is a reflection of their usage of the system.

Historically, the Dec/Jan or Feb/Mar billing period is the District's period of minimum water usage. The lower of these two bi-monthly billings is used in developing the volume determinant of the wastewater rate design for each individual customer. A special computer run is employed in arriving at the determinant (Not included in the Appendix but on file in the District Office.)

Winter averaging procedures employ minimum and maximum volumes for residential accounts. These limits are invoked because, during the measuring period, water usage may be unusually low for a variety of reasons, and on the up side, usage may be high because of outdoor needs, i.e., water that does not end up in the wastewater system.

Industry standards use 100 gallons as the average per person for indoor usage. However, it is

Lakeway Municipal Utility District
Rate Manual - 4th Edition
June 11, 1997 & amendments through October 21, 2009

conceivable that a relatively inactive person could discharge as little as 50 gallons of water per day to the wastewater system or 3,000 gallons in a 60-day billing period. Thus, the District's rate design utilizes a minimum volume usage of 1,500 gallons per month.

A residence occupied by five active persons using an average of 100 gallons per day each would discharge 30,000 gallons of water to the wastewater system in a 60-day billing period. Accordingly, the District's rate design utilizes a maximum volume usage of 15,000 gallons per month.

The FY 2010 Rate Design utilized a residential volume determinant for wastewater rates of 41,268,000 gallons/month. ⁽²⁾

New residential customers are assigned a volume of 6,000 gallons a month, until they have developed a history.

VOLUME CHARGE WASTEWATER - Commercial Accounts

Wastewater commercial accounts take into consideration the differences between residential and commercial cost of service. While an office may produce wastewater quite similar to that of a residence, the wastewater produced by a restaurant can be much more concentrated than that of a residence. For commercial wastewater accounts a multiplier is applied to the wastewater volume rate. The multiplier is calculated as the product of the ratios of the measured Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) of commercial wastewater to the residential design value of 200 mg/l. The ratio used is not less than 1. For example, the measured BOD and TSS of a restaurant may be 275 and 330, respectively. The calculation of the multiplier is:

$$275/200 \times 330/200 = 2.27 \text{ (use 2)}$$

If the customer wishes to pay the cost of sampling and analysis, the District will use the actual concentration values. Such testing would need to be performed annually. In lieu of actually determining the concentration of the wastewater, the District charges a multiplier of 1 for all accounts except for those buildings that have a food service. These restaurant building accounts have a multiplier of 2. ⁽²⁾

The wastewater volume for commercial accounts is the bi-monthly volume flows as measured by the water meter. A commercial account may measure non-wastewater flows, i.e. irrigation, separately or wastewater volume may be measured by an approved "outflow" meter.

The total commercial account wastewater volume charge is composed of the volume charge times the multiplier times the measured volume for the bi-monthly period.

The FY 2010 Rate Design utilized a volume determinant for commercial (multiplier 1) wastewater volume of 5,041,000 gallons/year, and a commercial (multiplier 2) wastewater volume of 20,866,000 gallons per year. The District #17 and District #11 wholesale contracts generate wastewater volume included in the total. ⁽²⁾

**AMENDMENT NO. 2 TO AGREEMENT FOR WHOLESALE WATER
AND WASTEWATER SERVICE
BETWEEN
LAKEWAY MUNICIPAL UTILITY DISTRICT AND
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO.11**

This "Amendment No. 2 to Agreement to Wastewater Service" ("*Second Amendment*") is entered into by and between Lakeway Municipal Utility District ("*Lakeway*") and Travis County Municipal Utility District No. 11 ("*District No. 11*") as follows:

WHEREAS, Lakeway and the predecessor to Rough Hollow Development Ltd. (the "*Developer*") entered into that certain "Revised and Restated Exclusion and Development Agreement" dated June 10, 1998 pursuant to which, among other things, Lakeway agreed to exclude the land now known as the Lakeway Rough Hollow and Lakeway Highlands Subdivisions from the boundaries of the district, the Developer was allowed to form one or more municipal utility districts (now known as Travis County Municipal Utility Districts Nos. 11, 12 and 13), the parties constructed a 400,000 gallons per day ("*gpd*") wastewater treatment plant (the "*S-5 Plant*") which is owned and operated by Lakeway, and the parties agreed that the Developer could expand the S-5 Plant at its expense up to 750,000 gpd in the future;

WHEREAS, Lakeway and Travis County Municipal Utility District No. 11 ("*District No. 11*") subsequently entered into an "Agreement for Wholesale Water and Wastewater Service" dated April 6, 2006 (the "*Original Agreement*"), pursuant to which, among other things, Lakeway agreed to provide up to 375 Living Unit Equivalents ("*LUEs*") (as that term is defined for Wastewater in the Original Agreement) of wholesale wastewater service from the S-5 Plant for that portion of District No. 11 consisting of Lakeway Rough Hollow Sections 1, 2, 3, 5, 6, 7, 9, 10, 11 and 12 (the "*Original Service Area*");

WHEREAS, Lakeway and District No. 11 subsequently entered into "Amendment No. 1 to Agreement for Wholesale Water and Wastewater Service" dated April 1, 2010 ("*First Amendment*") pursuant to which the parties agreed that District No. 11 could use some of the 375 LUEs of wastewater service capacity originally allocated to the Original Service Area to provide temporary wastewater service, for a period not longer than until April 1, 2013, to an additional portion of District No. 11 known as Lakeway Highlands Phase I Sections 1 and 2 ("*Highlands Phase I Sections 1 and 2*") and to temporarily remove Rough Hollow Section 3 from the wastewater service area to allow for such service to Highlands Phase I Sections 1 and 2;

WHEREAS, Lakeway, District No. 11, Travis County Municipal Utility District No. 12 ("District No. 12") and Travis County Municipal Utility District No. 13 ("District No. 13") and the Developer are currently participating in negotiations which, if successful, would result in, among other things, the expansion of the S-5 Plant and the construction of new irrigation fields to serve the Highlands Phase I Sections 1, 2, 3 and 4 as well as District No. 12 and District No. 13 (the "Proposed Regional Facilities"). There is currently some wholesale wastewater capacity available to District No. 11 under the Original Agreement which is not being used to serve the Original Service Area and is not expected to be required for development within the Original Service Area in the near future. In order to allow additional time for the negotiation and finalization of the agreements required to implement the cooperative planning, financing and construction of the Proposed Regional Facilities, District No. 11 has requested that Lakeway allow two additional sections of the Highlands, being the Highlands Phase I Sections 3 and 4 ("Highlands Phase I Sections 3 and 4"), which are located within the boundaries of District No. 13, to also temporarily receive wastewater service from Lakeway's S-5 Plant through District No. 11; and

WHEREAS, Lakeway has reviewed the capacity allocations in its S-5 Plant and determined that it has the capacity to provide temporary service to Highlands Phase I Sections 1, 2, 3 and 4 out of the total amount of Wastewater service available to District No. 11 under Sections 2.01(a) and (b) of the Original Agreement under the terms and conditions of this Second Amendment;

NOW THEREFORE, in consideration of the mutual covenants contained in this Second Amendment, Lakeway and District No. 11 agree as follows:

1. Defined Terms. The term "Agreement" as used in this Second Amendment shall mean the Original Agreement as amended by this Second Amendment. Except as otherwise provided herein, other terms which are not otherwise defined in this Second Amendment which are delineated with initial capital letters and are defined in the Original Agreement will have the same meanings in this Second Amendment as in the Original Agreement.

2. Effect on First Amendment. The First Amendment is hereby terminated and all of its provisions are superseded by the provisions of this Second Amendment.

3. Temporary Wastewater Service to District No. 11 for Highlands Phase I Sections 1, 2, 3 and 4: Lakeway and District No. 11 agree that Lakeway shall provide temporary Wastewater service to District No. 11 for Highlands Phase I Sections 1, 2, 3 and 4 under the following terms and conditions:

a. Highlands Service Area. For the Highlands Service Term (defined below), and on the terms and conditions set forth in this Second Amendment, Lakeway will provide temporary wholesale Wastewater service capacity to District No. 11 so that District No. 11 may provide retail Wastewater service to Highlands Phase I Sections 1, 2, 3 and 4 (collectively the "Highlands Service Area") (see Exhibit A-1 for location of the Highlands Service Area.)

b. Highlands Service Term. Lakeway's agreement to provide temporary wholesale Wastewater service capacity to District No. 11 for additional connections within the Highlands Service Area shall expire on the first to occur of any of the following events (the "Expiration Date"): (1) flow measurements for the S-5 Plant reach 70% of the permitted average daily or annual average flow for three consecutive months, (2) Lakeway and District No. 11 (and/or District No. 12 and District No. 13, if appropriate) enter into an agreement for the Proposed Regional Facilities and such agreement provides for permanent wastewater service to the Highlands Service Area, or (3) on March 24, 2013 (the "Highlands Service Term").

Upon the Expiration Date, (1) the Wastewater service provided as of the Expiration Date to the Highlands Service Area shall be deducted from the total amount of Wastewater service available to District No. 11 under Sections 2.01(a) and (b) of the Original Agreement; and (2) no additional connections shall be made in the Highlands Service Area.

c. No Additional Service Capacity. Nothing in this Second Amendment will increase the total quantity of Wastewater service available to District No. 11 under Sections 2.01(a) and (b) of the Original Agreement, and during the term of this Second Amendment, each LUE of wastewater service provided to the Highlands Service Area shall reduce the number of Wastewater LUEs available to the Original Service Area by a corresponding amount. Lakeway will have no obligation to increase the quantity of Wastewater service provided to District No. 11 beyond that specified in the Original Agreement. District No. 11 shall be solely responsible for assuring that there is sufficient capacity available to District No. 11 for each connection made in the Original Service Area and in the Highlands Service Area. At such time as the quantity of Wastewater service available to District No. 11 under the Agreement is reached through connections in the Original Service Area and the Highlands Service Area, District No. 11 must deny all additional service requests and cease making additional Wastewater service connections.

e. General Service Conditions. Wholesale Wastewater service to the Highlands Service Area shall be made on the same terms and conditions as wholesale Wastewater service to the Original Service Area, except as otherwise stated in this Second Amendment.

f. Rates and Charges. District No. 11 shall be solely responsible for all sums due to Lakeway under the Agreement; further, Lakeway shall have no responsibility for any sums due, if any, from District No. 13 to District No. 11 for service to the Highland Service Area. During the term of this Second Amendment, the Wastewater volume charge payable by District No. 11 under paragraph 6.01(b) of the Original Agreement will be calculated by establishing a monthly usage volume for District No. 11 based on the total of District 11's customers' average monthly water usage during the winter averaging period, utilizing the winter-averaging process described in the Lakeway MUD Rate Manual (as the same may be amended from time to time). Water usage through fire-hydrant and irrigation water meters, and prior water usage at inactive customer connections, will not be included as customers in making this calculation. For new residential customers who have not established a winter average usage history, Wastewater usage for each occupied residential unit, as determined based on District 11's monthly operations report, will be deemed to be 6,000 gallons of Wastewater per month. Thereafter during the term of this Second Amendment, unless otherwise mutually agreed to by the Parties, the Wastewater volume for each active customer connection within District No. 11 will be determined utilizing the winter-averaging process set forth in the Lakeway MUD Rate Manual (as the same may be amended from time to time), with minimum volume per occupied residential unit being 1,500 gallons per month and the maximum volume being 15,000 gallons per month. If mutually agreed to by both Parties, the Wastewater volume may be determined using actual flows, determined based on flow meter readings, rather than the winter-averaging process described above. The Wastewater volume charge calculated under this Amendment will in lieu of, and not addition to, the Wastewater volume charge set forth in the third sentence of paragraph 6.01(b) of the Original Agreement.

4. Effect of Amendment. Except as otherwise specifically provided in this Second Amendment, the Original Agreement will continue to govern the rights and obligations of the parties, and all provisions of the Original Agreement, as modified by this Second Amendment, will remain in full force and effect. In the event of any inconsistency between the Original Agreement and this Second Amendment, this

Second Amendment will control and modify the terms and provisions of the Original Agreement.

5. **Effective Date.** This Amendment will become effective on latest date accompanying the signature lines below.

6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed an original instrument, but all of which counterparts together will constitute one and the same instrument.

7. **Exhibits:** The following Exhibits are attached to this Second Amendment and are incorporated herein by reference:


Exhibit A-1 – Highlands Service Area Location Map(s)

LAKEWAY MUNICIPAL UTILITY DISTRICT

By: 
Karl Ansbach, Board President

Date: 4-13-11

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 11
BY: JADCO MANAGEMENT, INC., GENERAL MANAGER

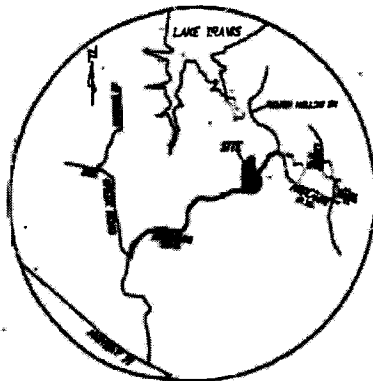
By: 
Joseph A. DiQuinzio, Jr., President

Date: 4-13-11

200900051

PHOTOGRAPHIC MYLAN

LAKEWAY HIGHLANDS PHASE 1 SECTION 1



VICINITY MAP
NTS

LAS VENTURAS LAND PARTNERS, L.P.
REMANDED OF 103,357 ACRE TRACT
"TRACT ONE"
DOC. #2004230438

SCALE 1" = 100'

LAS VENTURAS LAND PARTNERS, L.P.
REMANDED OF 103,357 ACRE TRACT
"TRACT ONE"
DOC. #2004230438

LEGEND

- CALCULATED POINT
- BORN AND SET
- NEW AND FOUND
- CONCRETE ELEVATION POINT
- NEW AND FOUND
- PUBLIC UTILITY ELEVATION
- DRAINAGE ELEVATION
- INTERIOR ELEVATION
- WATER ELEVATION
- BEARING LINE
- POINT OF BEGINNING
- LOT NUMBER
- BLOCK NUMBER
- 25' BARRING LINE
- BARRING

REMARKS:
TOWNSHIP CORNER IS LOCATED ON BACK
OF LOT 1 IN THE NORTH SIDE OF A
CUTLINE AT THE NORTH SIDE OF
INTERSECTION OF HIGHLANDS
BOULEVARD AND BROWN HOLLOW
DRIVE.
ELEVATION 855.31

TOTAL OF LOTS:

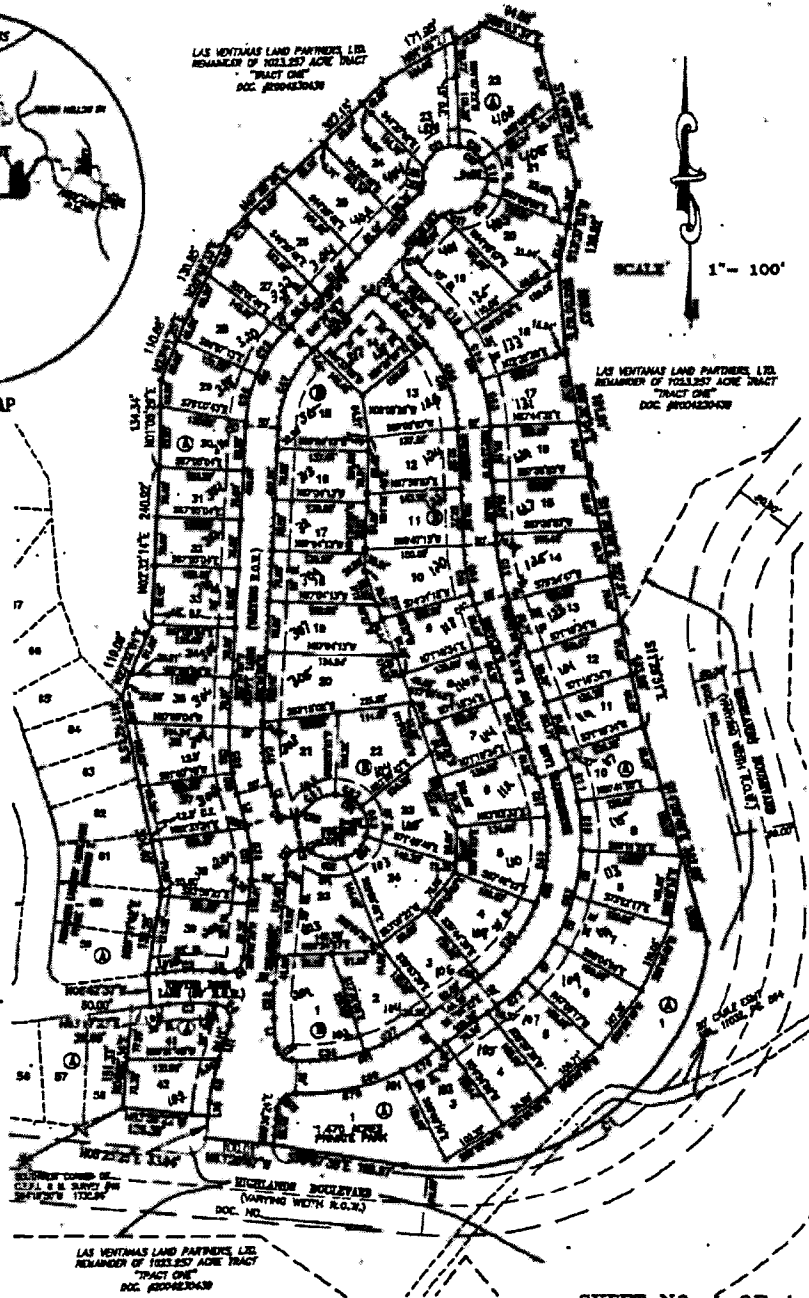
NO. OF SINGLE FAMILY LOTS 86
NO. OF PRIVATE PARK LOTS 1
NO. OF BLOCKS 2

DATE: MARCH 23, 2009

OWNER:
ROSEN HOLLOW DEVELOPMENT, LTD.
c/o HAYTHAM DWYLLI
2101 LINDSEY BLVD. #200
AUSTIN, TEXAS 78734
PHONE: (512) 339-1444
FAX: (512) 339-1520

ENGINEER AND SURVEYOR:
CARLSON, SPINER & DOORING, INC.
3001 WEST WILLIAM CANYON DRIVE
AUSTIN, TEXAS 78746
PHONE: (512) 289-5180
FAX: (512) 289-5185

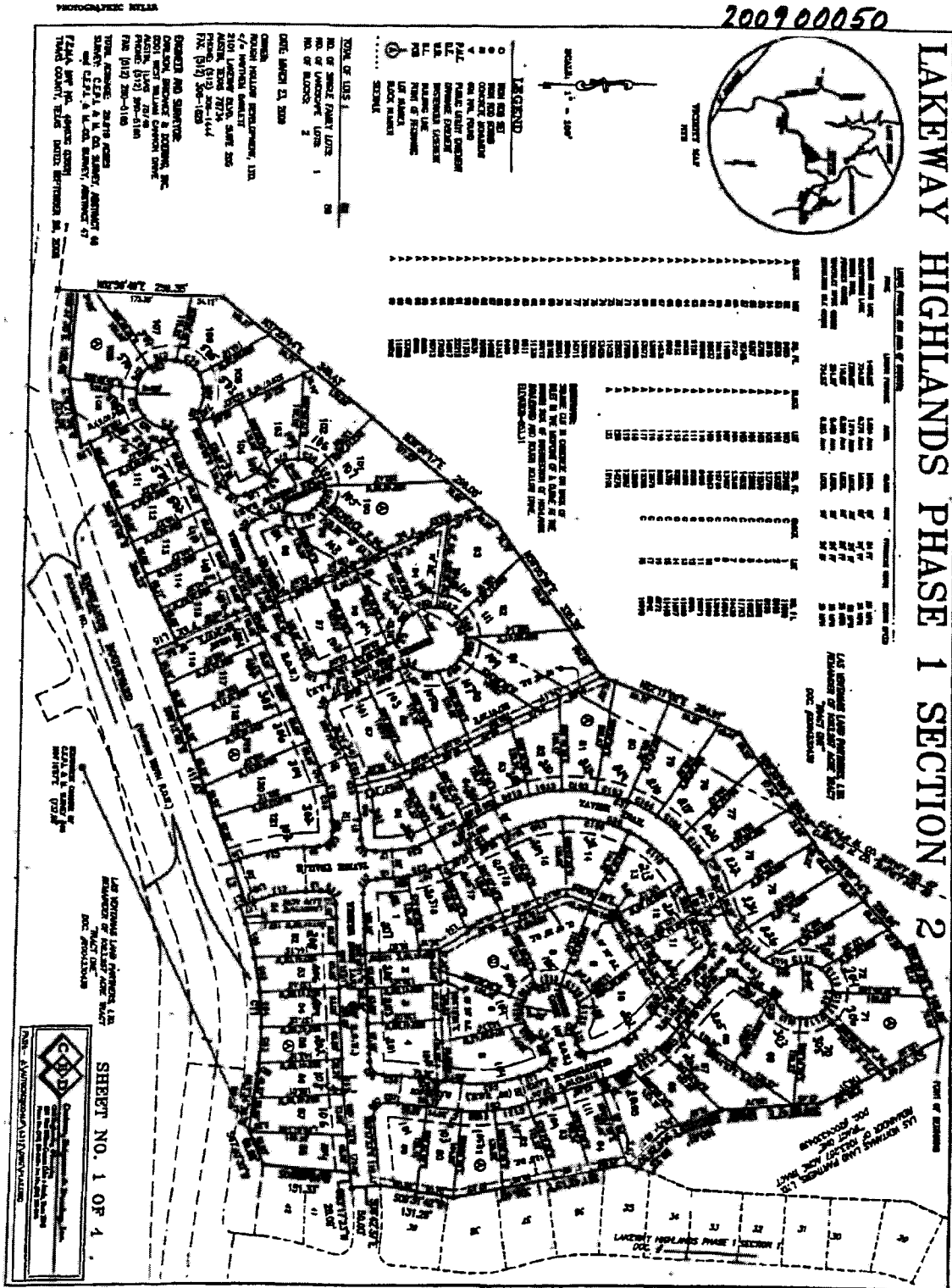
TOTAL ACRES: 25.153 ACRES
SURVEY: C.E.P. & M. CO. SURVEY, ABSTRACT 48
F.E.M.A. MAP NO. 444530 CORRECTION
TRAVIS COUNTY, TEXAS DATE: SEPTEMBER 24, 2008



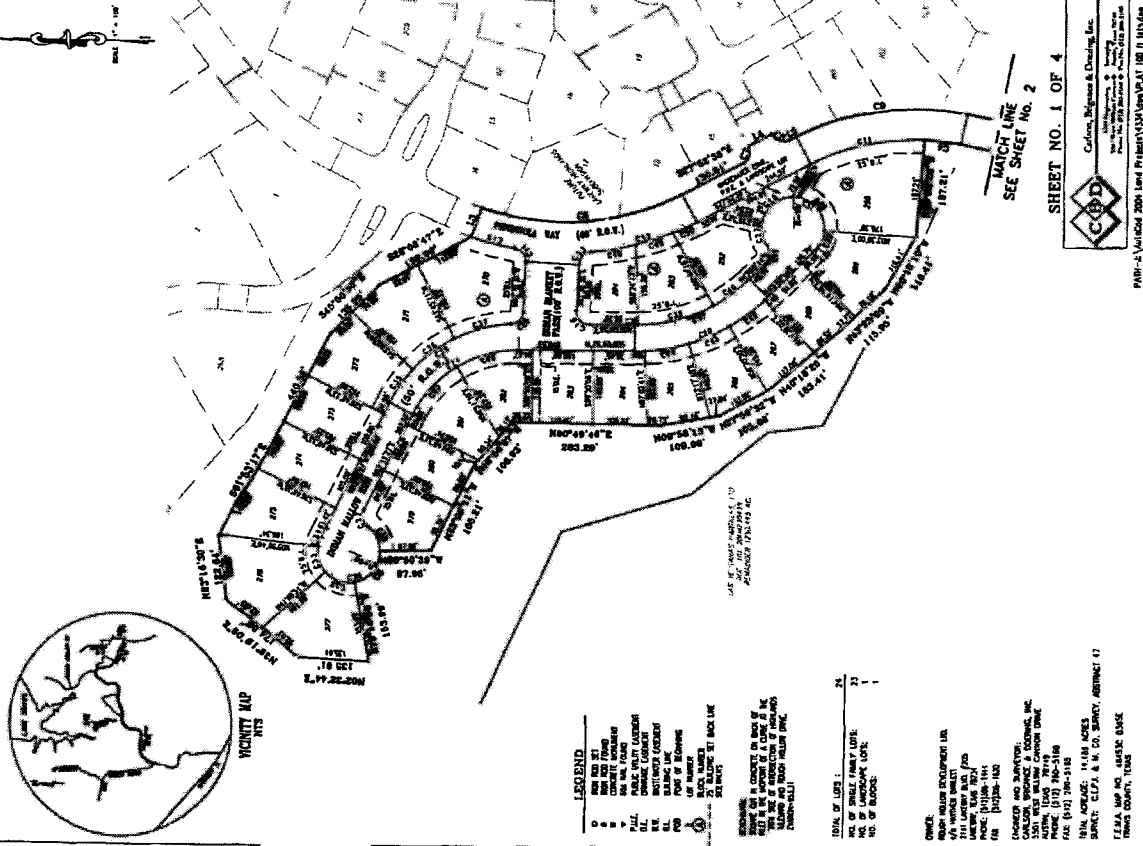
SHEET NO. 1 OF 4

C&D Carlson, Spiner & Doring, Inc.

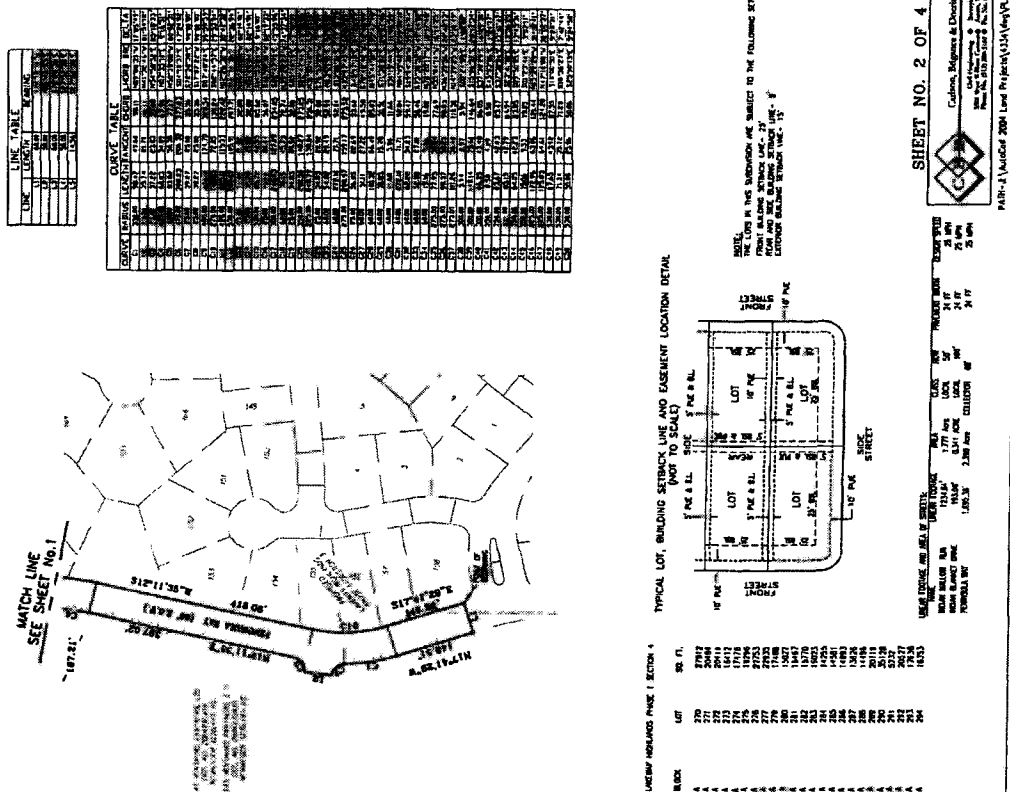
2001 West William Canyon Drive
Austin, Texas 78746
Phone: (512) 289-5180
Fax: (512) 289-5185



LAKEWAY HIGHLANDS PHASE 1 SECTION 4



LAKEWAY HIGHLANDS PHASE 1 SECTION 4



**AMENDMENT NO. 3 TO AGREEMENT FOR WHOLESALE WATER
AND WASTEWATER SERVICE
BETWEEN
LAKEWAY MUNICIPAL UTILITY DISTRICT AND
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 11**

This "Amendment No. 3 to Agreement to Wastewater Service" ("Third Amendment") is entered into by and between Lakeway Municipal Utility District ("LMUD") and Travis County Municipal Utility District No. 11 ("District No. 11"), Travis County Municipal Utility District No. 12 ("District No. 12"), and Travis County Municipal Utility District No. 13 ("District No. 13") as follows:

WHEREAS, LMUD and the predecessor to Rough Hollow Development Ltd. (the "Developer") entered into that certain "Revised and Restated Exclusion and Development Agreement" dated June 10, 1998 (the "Exclusion Agreement") pursuant to which, among other things, LMUD agreed to exclude the land now known as the Lakeway Rough Hollow and Lakeway Highlands Subdivisions (collectively the "Excluded Land", depicted on Exhibit A) from its boundaries, the Developer was allowed to form one or more municipal utility districts, the parties constructed a 400,000 gallons per day ("gpd") wastewater treatment plant (the "S-5 Plant") which is owned and operated by LMUD, and the parties agreed that the Developer could expand the S-5 Plant at its expense up to 750,000 gpd in the future;

WHEREAS, the Developer subsequently formed District No. 11, District No. 12 and District No. 13 over the Excluded Land, each of which districts have the boundaries generally shown on Exhibit A;

WHEREAS, LMUD and District No. 11 subsequently entered into an "Agreement for Wholesale Water and Wastewater Service" dated April 6, 2006 (the "Original Agreement"), pursuant to which, among other things, LMUD agreed to provide up to 375 Living Unit Equivalentents ("LUEs") (as that term is defined for Wastewater in the Original Agreement) of wholesale wastewater service from the S-5 Plant for that portion of District No. 11 consisting of Lakeway Rough Hollow Sections 1, 2, 3, 5, 7, 8, 9, 10, 11 and 12 (the "Rough Hollow Service Area", depicted on Exhibit B);

WHEREAS, LMUD and District No. 11 subsequently entered into "Amendment No. 1 to Agreement for Wholesale Water and Wastewater Service" dated April 1, 2010 (the "First Amendment") pursuant to which the Parties agreed that District No. 11 could use some of the 375 LUEs of wastewater service capacity originally allocated to the

v 3/14/2012

Rough Hollow Service Area to provide temporary wastewater service to an additional portion of District No. 11 known as Lakeway Highlands Phase I, Sections 1 and 2 (the "Initial Highlands Service Area", depicted on Exhibit C);

WHEREAS, LMUD and District No. 11 subsequently entered into an "Amendment No. 2 to Agreement for Wholesale Water and Wastewater Service" dated April 13, 2011 (the "Second Amendment") pursuant to which the Parties agreed to terminate and supersede the First Amendment and further agreed that District No. 11 could use a portion of the 375 LUEs of Wastewater service capacity provided by LMUD under the Original Agreement to provide temporary Wastewater service to the Initial Highlands Service Area, as well as to Lakeway Highlands Phase I, Sections 3 and 4, located in District No. 13 (the "Additional Highlands Service Area", depicted on Exhibit D);

WHEREAS, the Parties are in the process of negotiating a further agreement, as contemplated by the Exclusion Agreement, (the "Permanent Agreement") which would result in, among other things, the design and construction of an expansion of the S-5 Plant and related facilities with capacity to serve the entire Lakeway Highlands subdivision within the Excluded Land (the "Regional Highlands Service Area", depicted on Exhibit E);

WHEREAS, as the result of changes in the housing market and accelerated growth throughout the entire Lakeway Highlands Subdivision, the Developer and District No. 11 have requested more flexibility in the allocation of Wastewater service available under the Original Agreement for the period specified in this Third Amendment, and the Parties wish to enter into this Third Amendment in order to allow interim flexibility with respect to the allocation of Wastewater service capacity provided by LMUD to District No. 11 under the Original Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Third Amendment, LMUD, District No. 11, District No. 12, and District No. 13 agree as follows:

1. **Defined Terms.** The term "this Agreement" as used in this Third Amendment shall mean the Original Agreement as amended by this Third Amendment. Except as otherwise provided herein, other terms which are not defined in this Third Amendment but which are delineated with initial capital letters and are defined in the Original Agreement will have the same meanings in this Third Amendment as in the Original Agreement.

2. **Effect on First Amendment and Second Amendment.** The First Amendment and the Second Amendment are hereby terminated and all of their provisions are superseded by the provisions of this Third Amendment.

3. **Wastewater Service Limits.**

a. **Flow Limits.** Except as otherwise provided in Section 5(b) of this Third Amendment, the Parties agree that the volume of wastewater treatment capacity that LMUD will provide to District No. 11 under this Agreement will be measured in gallons per day (*gpd*), rather than in Living Unit Equivalents ("*LUEs*"), and that the provision of Wastewater service by LMUD under this Agreement shall be limited to a maximum annual daily average volume of 78,000 *gpd*, a maximum monthly daily average volume of 94,800 *gpd*, a maximum two-hour peak volume of 216 gallons per minute (*gpm*) (each a "*Flow Limit*"), as measured by the combined readings of the Flow Meters at the Points of Entry, as provided in Section 3(b) of this Third Amendment.

b. **Points of Entry/Flow Meters.** All Wastewater collected from the Rough Hollow Service Area and the Regional Highlands Service Area under this Agreement must be delivered to LMUD as follows: for connections in the Rough Hollow Service Area, wastewater must be delivered to LMUD's Lift Station No. 2; for connections in the Regional Highlands Service Area, wastewater must be delivered to District No. 11's Lift Station No. 1. For the purposes of this Third Amendment, LMUD's Lift Station No. 2 and District No. 11's Lift Station No. 1 are each a "*Point of Entry*." Wastewater flows at each Point of Entry shall be measured by a master flow meter installed at each respective Point of Entry. The general locations of the Points of Entry are depicted on Exhibit F, attached hereto. The flow amount from the LMUD Lift Station No. 2 plus the flow amount from the District No. 11 Lift Station No. 1, will constitute the combined flow amount (subject to Article V of the Original Agreement), and the combined flow amount shall be used to determine whether a Flow Limit under Section 3(a) of this Third Amendment has been reached and, when and if applicable, for the rate calculations described in Section 5(f)(2) of this Third Amendment.

4. **Wastewater Service Area.** The Service Area for Wastewater service for which LMUD is to provide District No. 11 with Wastewater service shall be the Rough Hollow Service Area and the Regional Highlands Service Area, depicted on the attached Exhibit B and Exhibit E, respectively. Nothing in this Third Amendment shall change or affect the Service Area for Water service, and the Service Area for Water service shall remain the area described in Section 1.01(cc) of the Original Agreement.

5. **Conditions of Wastewater Service:** LMUD and District No. 11 agree that LMUD's commitment to provide Wastewater service under this Agreement is subject to the following additional terms and conditions:

a. Wastewater Service Term. LMUD's commitment to provide wholesale Wastewater service capacity under this Agreement shall expire on the first to occur of any of the following events (each the "Expiration Date"):

- (1) flow measurements for the S-5 Plant reach 70% of the permitted average daily or annual average flow for three consecutive months; or
- (2) this Third Amendment and/or the Wastewater service provisions in the Original Agreement are wholly superseded and replaced by the Permanent Agreement.

b. Effect of Expiration Date. If this Agreement expires due to the occurrence of the event described in Section 5(a)(1) of this Third Amendment, District No. 11 (and/or District No. 12 and District No. 13) must refuse all requests for wastewater service to connections in the Rough Hollow Service Area and the Regional Highlands Service Area, and LMUD shall have no further duty to provide any additional Wastewater service to any connections in either the Rough Hollow Service Area or the Regional Highlands Service Area.

c. Negotiations on Permanent Agreement. During the period between the Effective Date and the Expiration Date of this Third Amendment, the Parties agree to work in good faith on the Permanent Agreement with the intent that the Permanent Agreement will set forth the responsibilities of the Developer and District No. 12 for the expansion of the S-5 Plant, and that the Permanent Agreement will include wholesale Wastewater service terms and conditions that supersede and replace the wholesale Wastewater service provisions contained in this Agreement.

d. No Additional Service Capacity. Nothing in this Third Amendment shall have the effect of increasing the total amount of Wastewater service capacity available to District No. 11 under Sections 2.01(a) and (b) of the Original Agreement. LMUD will have no obligation to increase the quantity of Wastewater service provided to District No. 11 beyond that specified in the Original Agreement or to make any infrastructure or other improvements to the S-5 Plant or to any of LMUD's other Wastewater infrastructure. District No. 11 shall be solely responsible for assuring that there is sufficient capacity available

v. 3/14/2012

for each connection made in the Rough Hollow Service Area and in the Regional Highlands Service Area.

e. General Service Conditions. Wholesale Wastewater service to the Regional Highlands Service Area shall be made on the same terms and conditions as wholesale Wastewater service to the Rough Hollow Service Area, except as otherwise stated in this Third Amendment.

f. Rates and Charges.

(1) District No. 11 shall be solely responsible for all sums due to LMUD under the Agreement; further, LMUD shall have no responsibility for any sums due, if any, from Developer, District No. 12, or District No. 13 to District No. 11 for service to the Rough Hollow Service Area or the Regional Highlands Service Area.

(2) During the term of this Third Amendment, the Wastewater volume charge payable by District No. 11 under Section 6.01(b) of the Original Agreement will be calculated by establishing a monthly usage volume for District No. 11 based on the average monthly water usage during the winter averaging period by connections in the Rough Hollow Service Area and the Regional Highlands Service Area, utilizing the winter-averaging process described in the LMUD MUD Rate Manual (as the same may be amended from time to time). Water usage through fire-hydrant and irrigation water meters, and prior water usage at inactive customer connections, will not be included as customers in making this calculation. For new residential customers who have not established a winter average usage history, Wastewater usage for each occupied residential unit, as determined based on the monthly operations report required under the Agreement, will be deemed to be 6,000 gallons of Wastewater per month. Thereafter during the term of this Third Amendment, unless otherwise mutually agreed to by the Parties, the Wastewater volume for each active customer connection within the Rough Hollow Service Area and the Regional Highlands Service Area will be determined utilizing the winter-averaging process set forth in the LMUD MUD Rate Manual (as the same may be amended from time to time), with minimum volume per occupied residential unit being 1,500 gallons per month and the maximum volume being 15,000 gallons per month. If mutually agreed to by both Parties, the Wastewater volume may be determined using actual flows, determined based on flow meter readings, rather than the winter-averaging process described above. The Wastewater volume charge calculated under this Amendment will in lieu of, and

v. 3/14/2012

not in addition to, the Wastewater volume charge set forth in the third sentence of Section 6.01(b) of the Original Agreement.

g. Lift Station Restrictions. No Wastewater service shall be provided for any connections in the Highlands Regional Service Area through LMUD's Lift Station No. 2; instead, all wastewater service to the Highlands Regional Service Area shall be provided through District No. 11's Highlands Lift Station No. 1.

6. Effect of Amendment. Except as otherwise specifically provided in this Third Amendment, the Original Agreement will continue to govern the rights and obligations of the Parties, and all provisions of the Original Agreement, as modified by this Third Amendment, will remain in full force and effect. In the event of any inconsistency between the Original Agreement and this Third Amendment, this Third Amendment will control and modify the terms and provisions of the Original Agreement.

7. Effective Date. This Amendment will become effective on latest date accompanying the signature lines below.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed an original instrument, but all of which counterparts together will constitute one and the same instrument.

9. Exhibits: The following Exhibits are attached to this Third Amendment and are incorporated herein by reference:

A – Excluded Land, showing District No. 11, District No. 12 and District No. 13

B – Rough Hollow Service Area (Rough Hollow Subdivision)

C – Initial Highlands Service Area (Lakeway Highlands Phase I, Sections 1 and 2)

D – Additional Highlands Service Area (Lakeway Highlands Phase I, Sections 3 and 4)

E – Regional Highlands Service Area, including Initial Highlands Service Area and Additional Highlands Service Area

F – Points of Entry/Lift Station Locations

v. 3/14/2012

LAKEWAY MUNICIPAL UTILITY DISTRICT

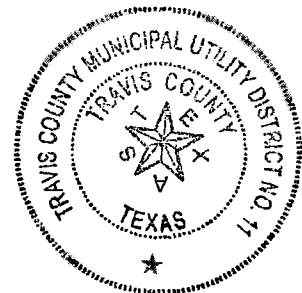
By: Karl Ansbach
Karl Ansbach, Board President

Date: 3/15/12

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 11
BY: JADCO MANAGEMENT, INC., GENERAL MANAGER

By: Joseph A. DiQuinzio, Jr.
Joseph A. DiQuinzio, Jr., President

Date: 3/15/12

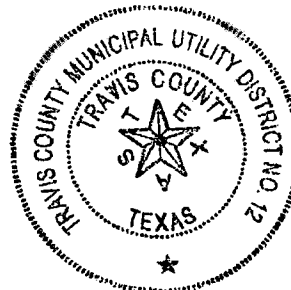


Accepted and approved as to the terms and provisions of this Agreement relating to District No. 12 and District No. 13:

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 12
BY: JADCO MANAGEMENT, INC., GENERAL MANAGER

By: Joseph A. DiQuinzio, Jr.
Joseph A. DiQuinzio, Jr., President

Date: 3/27/12



TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 13
BY: JADCO MANAGEMENT, INC., GENERAL MANAGER

By: Joseph A. DiQuinzio, Jr.
Joseph A. DiQuinzio, Jr., President

Date: 3/27/12

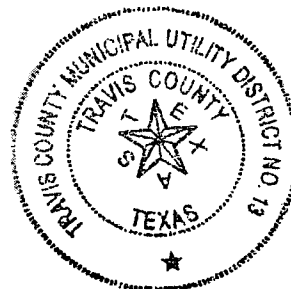


EXHIBIT "B"

ROUGH HOLLOW SERVICE AREA
 (ROUGH HOLLOW SUBDIVISION)

