



Control Number: 42929



Item Number: 20

Addendum StartPage: 0

DOCKET NO. 42929

APPLICATION OF BRAZOS RIVER	§	PUBLIC UTILITY COMMISSION
AUTHORITY, LOWER COLORADO	§	
RIVER AUTHORITY AND CITY OF	§	OF TEXAS
LIBERTY HILL FOR APPROVAL OF	§	
A SERVICE AGREEMENT AND	§	
TRANSFER OF A CERTIFICATE OF	§	
CONVENIENCE AND NECESSITY IN	§	
WILLIAMSON COUNTY (37350-C)	§	

MOTION TO ADMIT EVIDENCE

Commission Staff of the Public Utility Commission of Texas files its Motion to Admit Evidence. Staff requests that certain evidence be admitted into the record in support of its Proposed Notice of Approval. In support of its Motion to Admit Evidence, Staff states the following:

I. Background

On May 23, 2012, the Brazos River Authority, the Lower Colorado River Authority, and the City of Liberty Hill filed an application with the Texas Commission on Environmental Quality. The applicants requested approval of a contract between them that designated the City of Liberty Hill as the only retail sewer service provider in the service area certificated under Certificate of Convenience and Necessity No. 20969 (sewer CCN No. 20969). The service area certificated under sewer CCN No. 20969 is located in Williamson County, Texas.

On November 2, 2015, Staff filed its Final Recommendation. Staff recommended that the Commission the application and the contract between Brazos River Authority, the Lower Colorado River Authority, and the City of Liberty Hill.

On November 30, 2015, Staff filed its Proposed Notice of Approval.

II. Motion to Admit Evidence

The parties request that the following evidence be admitted as evidence in the record:

- a. Exhibit 1: Agreement Designating Retail Sewer Service Territory between the Brazos River Authority, the Lower Colorado River Authority, and the City of Liberty Hill (attached);

20

- b. Exhibit 2: Bill of Sale and Assignment between the Lower Colorado River Authority and the City of Liberty Hill (attached);
- c. Exhibit 3: Staff's Final Recommendation and accompanying attachments (filed with the Commission on November 2, 2015); and
- d. Exhibit 4: Consent form filed by the City of Liberty Hill (filed with the Commission on November 2, 2015).

III. Conclusion

Staff requests that the evidence referenced in this Motion to Admit Evidence be admitted into the record.

Date: November 30, 2015

Respectfully Submitted,

Margaret Uhlig Pemberton
Division Director
Legal Division

Stephen Mack
Managing Attorney
Legal Division



Sam Chang
State Bar No. 24078333
Attorney, Legal Division

Public Utility Commission of Texas
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326
(512) 936-7261
(512) 936-7268 (facsimile)
sam.chang@puc.texas.gov

DOCKET NO. 42929

CERTIFICATE OF SERVICE

I certify that a copy of this document was served on all parties of record on November 30, 2015, in accordance with 16 TAC § 22.74.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line.

Sam Chang

DOCKET NO. 42929

APPLICATION OF BRAZOS RIVER	§	PUBLIC UTILITY COMMISSION
AUTHORITY, LOWER COLORADO	§	
RIVER AUTHORITY AND CITY OF	§	OF TEXAS
LIBERTY HILL FOR APPROVAL OF	§	
A SERVICE AGREEMENT AND	§	
TRANSFER OF A CERTIFICATE OF	§	
CONVENIENCE AND NECESSITY IN	§	
WILLIAMSON COUNTY (37350-C)	§	

EXHIBIT 1:

Agreement Designating Retail Sewer Service Territory between the Brazos River Authority, the Lower Colorado River Authority, and the City of Liberty Hill

DOCKET NO. 42929

APPLICATION OF BRAZOS RIVER	§	PUBLIC UTILITY COMMISSION
AUTHORITY, LOWER COLORADO	§	
RIVER AUTHORITY AND CITY OF	§	OF TEXAS
LIBERTY HILL FOR APPROVAL OF	§	
A SERVICE AGREEMENT AND	§	
TRANSFER OF A CERTIFICATE OF	§	
CONVENIENCE AND NECESSITY IN	§	
WILLIAMSON COUNTY (37350-C)	§	

EXHIBIT 2:

**Bill of Sale and Assignment between
the Lower Colorado River Authority and the City of Liberty Hill**

BILL OF SALE AND ASSIGNMENT

Date: Dated April 30, 2012, to be effective May 1, 2012

Grantor: LOWER COLORADO RIVER AUTHORITY, a Texas conservation and reclamation district.

Grantor's Mailing Address: P.O. Box 220
Austin, Texas 78767-0220

Grantee: CITY OF LIBERTY HILL, TEXAS, a Type-A municipal corporation

Grantee's Mailing Address: P.O. Box 1920
1120 Loop 332
Liberty Hill, Texas 78642

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee

Grantor (herein also referred to sometimes as "LCRA"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, sells, assigns, and transfers to Grantee:

- 1) the Facilities of the LCRA Wastewater System Assets, as those are defined in that certain "Purchase Agreement for the Liberty Hill Wastewater System" between Grantor and Grantee and dated November 15, 2011 ("Agreement"), and which Facilities are further listed in the updated Inventory attached hereto as **Exhibit A**; and
- 2) the Intangible Assets of the LCRA Wastewater System Assets, which include all contracts, leases, option rights, permits, certificates, licenses, reimbursement rights, service agreements, deposits, warranties from vendors or manufacturers or other third parties, regulatory correspondence, as-build plans and specifications, engineering reports, files, records, information, data and other intangible assets of LCRA that are related to the ongoing operation and ownership of the Facilities; including but not limited to the following:
 - a. Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014477001;
 - b. Revised and Restated Utility Facilities Construction and Conveyance Agreement and Wastewater Service Agreement between LCRA and Williamson County MUD No. 13 (MUD 13) entered March 13, 2006;

- c. Utility Facilities and Construction and Conveyance Agreement and Wastewater Services Agreement between LCRA and Lookout Partners, L.P., entered September 14, 2004, as assigned to Lennar Buffington Stonewall Ranch, L.P. (Buffington), entered August 26, 2005, and amended August 29, 2005, and May 14, 2008;
- d. Wholesale Wastewater Service Agreement between LCRA, Brazos River Authority, and Williamson County Municipal Utility District (MUD) No. 13 entered February 1, 2007;
- e. Wholesale Wastewater Service Agreement from LCRA to CTSUD for Service to MUD Nos. 12 and 19 entered September 25, 2006, as amended September 9, 2010 by the First Amendment to the Wholesale Wastewater Treatment Agreement from LCRA to Chisholm Trail Special Utility District for Service to Williamson County Municipal Utility District Nos. 13 and 19; and
- f. Wholesale Wastewater Service Agreement for Service to Rosenbusch Tract between LCRA, Brazos, and Chisholm Trail SUD entered February 7, 2007;
- g. Agreement relating to the Provision of Retail Wastewater Service within Williamson County Municipal Utility District No. 13 entered September 13, 2006;
- h. Supplemental Agreement to the Wholesale Wastewater Service Agreement from LCRA to Chisholm Trail Special Utility District for Service to Williamson County Municipal Utility District Nos. 12 and 19 effective June 19, 2009;
- i. Contract for Billing Services between LCRA and Chisholm Trail SUD dated May 17, 2007;
- j. Wholesale Wastewater Service Agreement" between the City, LCRA, and Brazos dated December 27, 2006;
- k. Wastewater Services Agreement between BRA – LCRA Alliance and City of Liberty Hill" dated April 30, 2004; and
- l. Interlocal Agreement Regarding BRA-LCRA Alliance Liberty Hill Wastewater Systems" dated March 10, 2004.

AS PROVIDED BY AND IN ACCORDANCE WITH THE AGREEMENT, LIBERTY HILL ACKNOWLEDGES AND AGREES THAT IT IS ACCEPTING THE WASTEWATER SYSTEM ASSETS IN THEIR "AS-IS, WHERE-IS" CONDITION "WITH ALL FAULTS" AND DEFECTS AS OF THE CLOSING AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO THEIR CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF LCRA OTHER THAN THIRD-PARTY WARRANTIES RELATED TO THE SYSTEM, AS THIS TERM IS DEFINED IN THE AGREEMENT, TO THE EXTENT SAME IS ASSIGNABLE.

Notwithstanding the foregoing, Grantor makes to Grantee those certain, limited representations and warranties set forth in the attached "Closing Certificate," attached hereto as Exhibit B and incorporated herein for all purposes.

Grantor agrees to hereby cooperate with Grantee, take such actions and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document. Grantee hereby assumes all rights, obligations, and duties of the Grantor arising under or from the Wastewater System Assets, as defined by the Agreement, and releases and fully discharges Grantor from all of Grantor's obligations under the Wastewater System Assets.

When the context requires, singular nouns and pronouns include the plural. References to defined terms shall refer to those terms as defined in the Agreement.

Executed and effective on the date set forth on the first page above.

GRANTOR:

LOWER COLORADO RIVER AUTHORITY

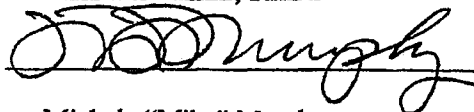
By: Rebecca S. Motal

Name: Rebecca S. Motal

Title: General Manager

ACCEPTED:

GRANTEE:
CITY OF LIBERTY HILL, TEXAS

By: 

Name: Michele "Mike" Murphy

Title: Mayor

Attest:

By: _____

Name: _____

Title: _____

**AGREEMENT DESIGNATING RETAIL
SEWER SERVICE TERRITORY**

2012 FEB 29 PM 1:44

This Agreement Designating Retail Sewer Service Territory ("Agreement") by and between the Lower Colorado River Authority ("LCRA"), the Brazos River Authority ("Brazos"), and the City of Liberty Hill ("City") is made and entered into effective the 15th day of March, 2012 (the "Effective Date"). LCRA, Brazos, and the City may be collectively referred to herein as the "Parties."

I. RECITALS

WHEREAS, LCRA and Brazos are conservation and reclamation districts and political subdivisions of the State of Texas; and

WHEREAS, the City is a Texas Type A municipal corporation; and

WHEREAS, LCRA, Brazos, and the City collectively hold sewer Certificate of Convenience and Necessity ("CCN") No. 20969; and

WHEREAS, LCRA and the City have executed a Purchase Agreement, effective November 15, 2011, ("Purchase Agreement") for the sale and transfer of the wastewater treatment plant, wastewater collection facilities, and wastewater disposal facility serving the area within CCN No. 20969; and

WHEREAS, the Parties agree it is mutually beneficial for parties to designate the City as the only retail service provider of CCN No. 20969; and

WHEREAS, the Parties stipulate that this Agreement is an agreement under Texas Water Code § 13.248; and

NOW, THEREFORE, for and in consideration of the foregoing mutual benefits, covenants, and agreements herein expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

II. TERMS OF AGREEMENT

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, including the recitals set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, by their representatives affixing signatures below, the Parties agree as follows:

(1) Service Area. The City is the sole retail public utility providing retail sewer service in area certificated under CCN No. 20969.

(2) Amendment of CCNs. As soon as possible after the Effective Date of this Agreement, the City shall file this Agreement with the Texas Commission on Environmental Quality ("TCEQ") to effectuate the designation of CCN No. 20969 to the City, to request that LCRA and

Brazos be removed as retail public utilities under CCN No. 20969, and to request that this Agreement be incorporated into CCN No. 20969 pursuant to Texas Water Code § 13.248. The City shall endeavor to obtain TCEQ approval of this Agreement in an expeditious manner and LCRA and Brazos will support and cooperate with the City, each other, and the TCEQ to accomplish this goal. The City shall prepare all of the required documents and maps required by the TCEQ to incorporate this Agreement into the CCN No. 20969.

(3) Closing of Sale of Wastewater System. The City shall request that TCEQ not formally approve the City's request to incorporate the Agreement into CCN No. 20969 as specified in Paragraph (2) above unless and until the Parties have closed on the sale and transfer of wastewater treatment plant and facilities as provided by the Purchase Agreement. If the Parties fail to close on the sale and transfer of the wastewater treatment plant and facilities because the Purchase Agreement is terminated, this Agreement shall terminate. Notwithstanding the foregoing, if the Parties have not closed on the sale and transfer of the wastewater treatment plant and facilities prior to May 1, 2012, this Agreement shall terminate on May 12, 2012, and on the same date, the City be deemed to have withdrawn its request to incorporate the Agreement into CCN No. 20969.

(4) Section 13.248. This Agreement shall be construed and interpreted in accordance with Section 13.248 of the Texas Water Code.

III. MISCELLANEOUS

(1) Applicable Texas Law and Performance. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas. The obligations and undertakings of each of the parties to this Agreement shall be performed in Williamson County, Texas. Except for matters within the jurisdiction of the TCEQ (or its successor), the Parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Williamson County, Texas.

(2) Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. No agreement, statement, or promise made by any Party or to any employee, agent, or officer of any Party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the Parties.

(3) Successors and Assigns. This Agreement shall be binding upon the Parties hereto and their respective successors, heirs, representatives, and assigns.

(4) Agreement Drafted Equally. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.

(5) Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

(6) Covenant of Authority. The respective signatories to this Agreement covenant that they are fully authorized to sign this Agreement on behalf of their respective party.

(7) Notices. Unless expressly required otherwise, any notice required or permitted hereunder shall be in writing and shall be deemed to be delivered on the date received if delivered by hand to the address shown hereinafter for each Party, as appropriate, or, if deposited in the mail, such notice shall be deemed to be delivered, whether actually received or not, on the first business day after having been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to each Party, as appropriate, at the address shown hereinafter. The addresses for each Party for all purposes under this Agreement shall be the following:

If to LCRA:

Dennis B. Daniel
Manager, Customer & Business Strategy
LCRA
P.O. Box 220
Austin, TX 78767-0220
Phone: (512) 473-3301
Email: Dennis.Daniel@LCRA.org

If to Brazos:

John Hofmann
Lower / Central Region Manager
Brazos River Authority
P.O. Box 7555
Waco, TX 76714-7555
Phone: (254) 761-3100
Email: John.Hofmann@Brazos.org

If to the City:

City of Liberty Hill
Attn: City Manager
P.O. Box 1920
1120 Loop 332
Liberty Hill, TX 78642
Phone: (512) 778-5449
FAX: (512) 778-5418

The Parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other party.

(8) Business Days. In the event that any date or any period provided for in this Agreement Designating Retail Sewer Service Territory

Agreement shall end on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Texas.

(9) Recitals. The recitals in this agreement are true, correct, and incorporated by reference.

IN WITNESS WHEREOF, each party hereto has signed this Agreement or caused this Agreement to be signed in its corporate name by its officer thereunto duly authorized, all as of the date first above written.

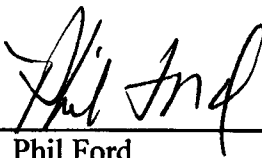
Signatures on the Following Pages

LOWER COLORADO RIVER AUTHORITY

By: Rebecca S. Motal
Rebecca S. Motal
General Manager



BRAZOS RIVER AUTHORITY

By: 

Phil Ford
General Manager/CEO

CITY OF LIBERTY HILL, TEXAS

By: 
Michele "Mike" Murphy, Mayor

Attest: 
Tammy Kirk, City Secretary

BILL OF SALE AND ASSIGNMENT

Date: Dated April 30, 2012, to be effective May 1, 2012

Grantor: LOWER COLORADO RIVER AUTHORITY, a Texas conservation and reclamation district.

Grantor's Mailing Address: P.O. Box 220
Austin, Texas 78767-0220

Grantee: CITY OF LIBERTY HILL, TEXAS, a Type-A municipal corporation

Grantee's Mailing Address: P.O. Box 1920
1120 Loop 332
Liberty Hill, Texas 78642

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee

Grantor (herein also referred to sometimes as "LCRA"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, sells, assigns, and transfers to Grantee:

- 1) the Facilities of the LCRA Wastewater System Assets, as those are defined in that certain "Purchase Agreement for the Liberty Hill Wastewater System" between Grantor and Grantee and dated November 15, 2011 ("Agreement"), and which Facilities are further listed in the updated Inventory attached hereto as **Exhibit A**; and
- 2) the Intangible Assets of the LCRA Wastewater System Assets, which include all contracts, leases, option rights, permits, certificates, licenses, reimbursement rights, service agreements, deposits, warranties from vendors or manufacturers or other third parties, regulatory correspondence, as-build plans and specifications, engineering reports, files, records, information, data and other intangible assets of LCRA that are related to the ongoing operation and ownership of the Facilities; including but not limited to the following:
 - a. Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014477001;
 - b. Revised and Restated Utility Facilities Construction and Conveyance Agreement and Wastewater Service Agreement between LCRA and Williamson County MUD No. 13 (MUD 13) entered March 13, 2006;

- c. Utility Facilities and Construction and Conveyance Agreement and Wastewater Services Agreement between LCRA and Lookout Partners, L.P., entered September 14, 2004, as assigned to Lennar Buffington Stonewall Ranch, L.P. (Buffington), entered August 26, 2005, and amended August 29, 2005, and May 14, 2008;
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- e. Wholesale Wastewater Service Agreement from LCRA to CTSUD for Service to MUD Nos. 12 and 19 entered September 25, 2006, as amended September 9, 2010 by the First Amendment to the Wholesale Wastewater Treatment Agreement from LCRA to Chisholm Trail Special Utility District for Service to Williamson County Municipal Utility District Nos. 13 and 19; and
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- g. Agreement relating to the Provision of Retail Wastewater Service within Williamson County Municipal Utility District No. 13 entered September 13, 2006;
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- l. Interlocal Agreement Regarding BRA-LCRA Alliance Liberty Hill Wastewater Systems" dated March 10, 2004.

AS PROVIDED BY AND IN ACCORDANCE WITH THE AGREEMENT, LIBERTY HILL ACKNOWLEDGES AND AGREES THAT IT IS ACCEPTING THE WASTEWATER SYSTEM ASSETS IN THEIR "AS-IS, WHERE-IS" CONDITION "WITH ALL FAULTS" AND DEFECTS AS OF THE CLOSING AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO THEIR CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF LCRA OTHER THAN THIRD-PARTY WARRANTIES RELATED TO THE SYSTEM, AS THIS TERM IS DEFINED IN THE AGREEMENT, TO THE EXTENT SAME IS ASSIGNABLE.

Notwithstanding the foregoing, Grantor makes to Grantee those certain, limited representations and warranties set forth in the attached "Closing Certificate," attached hereto as Exhibit B and incorporated herein for all purposes.

Grantor agrees to hereby cooperate with Grantee, take such actions and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document. Grantee hereby assumes all rights, obligations, and duties of the Grantor arising under or from the Wastewater System Assets, as defined by the Agreement, and releases and fully discharges Grantor from all of Grantor's obligations under the Wastewater System Assets.

When the context requires, singular nouns and pronouns include the plural. References to defined terms shall refer to those terms as defined in the Agreement.

Executed and effective on the date set forth on the first page above.

GRANTOR:

LOWER COLORADO RIVER AUTHORITY

By: Rebecca S. Motal

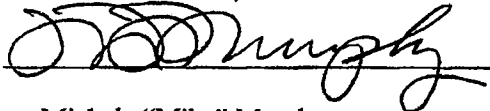
Name: Rebecca S. Motal

Title: General Manager

ACCEPTED:

GRANTEE:

CITY OF LIBERTY HILL, TEXAS

By: _____

Name: Michele "Mike" Murphy

Title: Mayor

Attest:

By: _____

Name: _____

Title: _____

EXHIBIT A

WASTEWATER SYSTEM ASSETS

FACILITIES

Being that equipment, facilities and related improvements reasonable and necessary to collect and treat wastewater listed in the attached pages.

EXHIBIT B

CLOSING CERTIFICATE

Closing Certificate
Lower Colorado River Authority

I, Rebecca S. Motal, in my capacity as the General Manager of the Lower Colorado River Authority ("LCRA"), do hereby certify as of the date of Closing, in connection with the Closing of the sale and transfer of Wastewater System Assets by the LCRA to the City of Liberty Hill ("City") pursuant to that certain "Purchase Agreement for the Liberty Hill Wastewater System," the Effective Date of which is November 15, 2011 ("Agreement"), as follows:

- a. That I am duly authorized to execute this Certificate and other instruments to be executed by LCRA at Closing according to the Agreement;
- b. That LCRA has full right and authority to consummate the transaction described in the Agreement;
- c. That the Agreement constitutes a valid and legally binding obligation of LCRA, and is enforceable against LCRA in accordance with its terms, subject to applicable law;
- d. That neither the execution or delivery of the Agreement nor the performance of LCRA's obligations under the Agreement violates, or will violate any contract or agreement to which LCRA is a party or by which LCRA is otherwise bound;
- e. That, other than the Required Consents set forth in Schedule 4 of Exhibit A of the Agreement (all of which have been obtained as of the date of this Certificate), there are no consents or approvals needed for LCRA to transfer the Wastewater System Assets to Liberty Hill at Closing;
- f. Except for the Facilities in the Wastewater System Assets that are located within the two tracts of land described in Exhibits A and B to this Closing Certificate (collectively, the "Cul de sac Facilities"), that LCRA has no knowledge that any Facilities in the Wastewater System Assets are located outside the Property being conveyed to City or public utility easement or public rights-of-way;
- g. Except for the notice by Joe P. Giddens Jr. of an alleged default by LCRA of a December 22, 2003, Real Estate Contract between Joan M. Giddens and Joe P. Giddens and LCRA, as amended in a May 20, 2010 letter from LCRA to Mr. and Mrs. Joe P. Giddens (the "Giddens Default Notice"), that LCRA has not received nor does it have actual knowledge and possession of any written notices alleging the occurrence of any default or alleged default under any of the contracts included in the System Assets, or any violation or alleged violation of any law, regulation, order or other requirement of any governmental authority having jurisdiction over the System Assets, or any tort or other claims relating to LCRA's ownership, operation, or disposition of the System Assets;
- h. Neither the fact that the Cul de sac Facilities are located on property on which the LCRA does not have an easement, nor the Giddens Default Notice have affected or impacted the

ability of LCRA to operate the Cul de sac Facilities or the other Wastewater System Assets prior to the effective date of this Certificate;

- i. That the Wastewater System Assets are conveyed to the City AS-IS without any representations, warranties or guarantees, save except as otherwise expressly provided in the Agreement, third-party warranties related to the System to the extent the same are assignable, and LCRA's special warranty of title contain in the Special Warranty Deed;
- j. That LCRA has not entered into any new contracts or amendment to existing contracts with third parties for design, engineering, construction and/or other similar matters related to the Facilities after the Effective Date of the Agreement; and
- k. That a certified copy of the LCRA Board resolution determining that the Wastewater System Assets are no longer necessary, convenient or of beneficial use to the business of LCRA is attached to this certificate as Exhibit C.

Each and every presentation and warranty contained in this Certificate is and continues to be true and correct and shall survive the Closing. All capitalized terms herein have the meaning ascribed to them in the Agreement. The effective date of this Certificate is May 1, 2012.

Lower Colorado River Authority:



By: Rebecca S. Motal
Rebecca S. Motal
General Manager

Exhibit

Liberty Hill Regional Wastewater Study
Giddens Tract
0.026 Acre Tract
Proposed P.U.E.

Page 1 of 3
Williamson County, Texas
Appraisal District Parcel No. R032281

EXHIBIT "A"

DESCRIPTION

FOR A 0.026 ACRE (1,150 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 43 ACRE TRACT OF LAND AS DESCRIBED IN THAT GIFT DEED TO JOE P. GIDDENS, SR. AND RECORDED IN VOLUME 2703, PG. 635 OF THE OFFICIAL RECORDS OF SAID COUNTY, AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron rod found with "LCRA" cap for the northwest corner of a called 1.533 acre tract of land as described in that deed to the Lower Colorado River Authority and recorded in Document No. 2004002671 of the Official Records of said county, being on the east right-of-way line of U. S. Highway 183 (120 foot right-of-way width);

THENCE with the east right-of-way line of said U. S. Highway 183, N 21° 03' 17" W for a distance of 14.90 feet to an iron rod found with "LCRA" cap on the north line of a 15 foot wide public utility easement as described in that deed recorded in Document No. 2004002672 of the Official Public Records of said county;

THENCE with the north line of said 15 foot wide public utility easement, N 68° 56' 18" E for a distance of 1016.53 feet to 1/4" iron rod set with "LCRA" cap for the most westerly corner and POINT OF BEGINNING (N= 10,202,155.28', E= 3,073,490.73', NAD 83/HARN Texas Central Zone) hereof;

THENCE through the interior of said 43 acre tract, with the arc of a curve to the right, having a radius of 65.00 feet, an arc length of 104.88 feet, a central angle of 92° 27' 11", and a chord which bears, N 68° 56' 18" E for a distance of 93.87 feet to a 1/4" iron rod set with "LCRA" cap on the north line of said 15 foot wide public utility easement, for the most easterly corner hereof, from which an iron rod found with "LCRA" cap for the northeast corner of said 15 foot wide public utility easement bears, N 68° 56' 18" E for a distance of 3.22 feet;

EXHIBIT "A"

DESCRIPTION

FOR A 0.026 ACRE (1,150 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 43 ACRE TRACT OF LAND AS DESCRIBED IN THAT GIFT DEED TO JOE P. GIDDENS, SR. AND RECORDED IN VOLUME 2703, PG. 635 OF THE OFFICIAL RECORDS OF SAID COUNTY, AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron rod found with "LCRA" cap for the northwest corner of a called 1.533 acre tract of land as described in that deed to the Lower Colorado River Authority and recorded in Document No. 2004002671 of the Official Records of said county, being on the east right-of-way line of U.S. Highway 183 (120 foot right-of-way width);

THENCE with the east right-of-way line of said U. S. Highway 183, N 21° 03' 17" W for a distance of 14.90 feet to an iron rod found with "LCRA" cap on the north line of a 15 foot wide public utility easement as described in that deed recorded in Document No. 2004002672 of the Official Public Records of said county;

THENCE with the north line of said 15 foot wide public utility easement, N 68° 56' 18" E for a distance of 1016.53 feet to a 1/2" iron rod set with "LCRA" cap for the most westerly corner and POINT OF BEGINNING (N= 10,202,155.28', E= 3,073,490.73', NAD 83/HARN Texas Central Zone) hereof;

THENCE through the interior of said 43 acre tract, with the arc of a curve to the right, having a radius of 65.00 feet, an arc length of 104.88 feet, a central angle of 92° 27' 11", and a chord which bears, N 68° 56' 18" E for a distance of 93.87 feet to a 1/2" iron rod set with "LCRA" cap on the north line of said 15 foot wide public utility easement, for the most easterly corner hereof, from which an iron rod found with "LCRA" cap for the northeast corner of said 15 foot wide public utility easement bears, N 68° 56' 18" E for a distance of 3.22 feet;

Liberty Hill Regional Wastewater Study
Giddens Tract
0.026 Acre Tract
Proposed P.U.E.

EXHIBIT A

Page 2 of 3
Williamson County, Texas
Appraisal District Parcel No. R032281

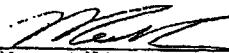
THENCE with the north line of said 15 foot wide public utility easement, S 68° 56' 18" W for a distance of 25.07 feet to a 1/2" iron rod set with "LCRA" cap for a non-tangent point of curvature hereof;

THENCE through the interior of said 43 acre tract, with the arc of a curve to the left, having a radius of 50.00 feet, an arc length of 45.25 feet, a central angle of 51° 51' 15", and a chord which bears, S 68° 56' 18" W for a distance of 43.73 feet to a 1/2" iron rod set with "LCRA" cap "LCRA" cap on the north line of said 15 foot wide public utility easement, for a point of non-tangency hereof;

THENCE with the north line of said 15 foot wide public utility easement, S 68° 56' 18" W for a distance of 25.07 feet to the POINT OF BEGINNING and containing 0.026 acre of land.

BEARING BASIS: Texas Lambert Grid Central Zone NAD 83/HARN
WORD FILE: LCRAW60D-0022A.DOC
ACAD: LCRAW60D-0022A.DWG

I, Margaret A. Nolen, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during November, 2005 under my direction and supervision.

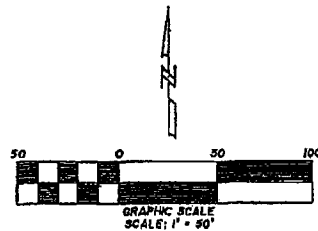

Margaret A. Nolen
Registered Professional Land Surveyor No. 5589
BAKER-AICKLEN & ASSOCIATES, INC.
203 E. Main Street, Suite 201
Round Rock, Texas 78664
(512) 244-9620



Job No.: 0322-3-013-11

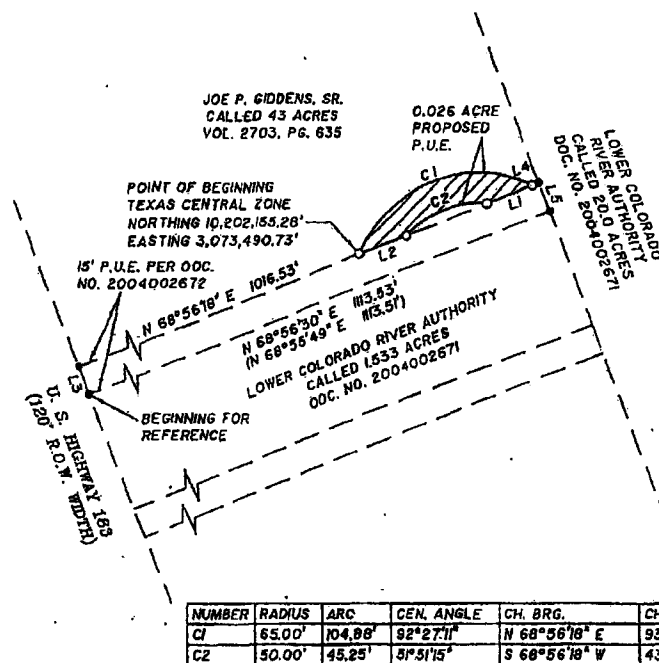
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Williamson County, Texas

LIBERTY HILL REGIONAL
WASTEWATER STUDY

LEGEND

- IRON ROD FOUND WITH "LCRA" CAP
- 1/2" IRON ROD SET WITH "LCRA" CAP



NUMBER	RADIUS	ARC	CEN. ANGLE	CH. BRG.	CHORD
C1	65.00'	104.88'	92°27'11"	N 68°56'18" E	93.87'
C2	50.00'	45.25'	50°51'15"	S 68°56'18" W	43.73'

ALL DISTANCES SHOWN ARE SURFACE VALUES - TO
COMPUTE GRID DISTANCE, MULTIPLY BY CFF OF 0.99988

DRAWN BY: MAN
NO. NO.: 0522-3-013-11
FIELD BOOK: RA-253
DATE: NOV. 2008 FILE: LCRAN000-0022A
WORD FILE: LCRAN000-0022A.DOC
SCALE: 1" = 200'
HORIZONTAL DATUM: NAD 83/93 HARN
VERTICAL DATUM: NAVD 88
COMBINED SCALE FACTOR: 0.99988
BEARING BASIS: Texas Lambert Grid, Central Zone, NAD 83/93 HARN

NUMBER	BEARING	DISTANCE
L1	S 68°56'18" W	25.07'
L2	S 68°56'18" W	25.07'
L3	N 21°03'17" W	14.90'
L4	N 68°56'18" E	3.22'
L5	S 20°40'29" E	14.98'

BAKER-AICKLEN
SURVEY PLAT TO ACCOMPANY DESCRIPTION
PROPOSED 0.026 ACRE P.U.E.
OUT OF THE JOHN B. ROBINSON SURVEY
ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS

LCRA
ENERGY-WATER-COMMUNITY SERVICES

D:\PROJECTS\LIBERTY HILL\CRAN000\LIBERTY HILL\CRAN000-0022A.dwg PLOT 31 November 04, 2008 - 10pm

**Exhibit
B**

EXHIBIT " B "

DESCRIPTION

FOR A 0.026 ACRE (1,148 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 43 ACRE TRACT OF LAND AS DESCRIBED IN THAT GIFT DEED TO JOE P. GIDDENS, SR. AND RECORDED IN VOLUME 2703, PG. 635 OF THE OFFICIAL RECORDS OF SAID COUNTY, AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron rod found with "LCRA" cap for the southwest corner of a called 1.533 acre tract of land as described in that deed to the Lower Colorado River Authority and recorded in Document No. 2004002671 of the Official Records of said county, being on the east right-of-way line of U. S. Highway 183 (120 foot right-of-way width);

THENCE with the east right-of-way line of said U. S. Highway 183, S 21° 03' 17" E for a distance of 15.11 feet to an iron rod found with "LCRA" cap on the south line of a 15 foot wide public utility easement as described in that deed recorded in Document No. 2004002672 of the Official Public Records of said county;

THENCE with the south line of said 15 foot wide public utility easement, N 68° 56' 13" E for a distance of 1016.58 feet to 1/4" iron rod set with "LCRA" cap for the most westerly corner and POINT OF BEGINNING (N= 10,202,071.35', E= 3,073,523.09', NAD 83/HARN Texas Central Zone) hereof;

THENCE continuing with the south line of said 15 foot wide public utility easement, N 68° 56' 13" E for a distance of 25.11 feet to a 1/4" iron rod set with "LCRA" cap for a non-tangent point of curvature hereof;

THENCE through the interior of said 43 acre tract, with the arc of a curve to the left, having a radius of 50.00 feet, an arc length of 45.09 feet, a central angle of 51° 39' 54", and a chord which bears, N 68° 56' 13" E for a distance of 43.58 feet to a 1/4" iron rod set with "LCRA" cap on the south line of said 15 foot wide public utility easement, for a point of non-tangency hereof;

Liberty Hill Regional Wastewater Study
Oldcove Tract
0.026 Acre Tract
Proposed P.U.E.

EXHIBIT B

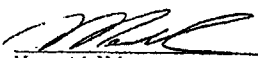
Page 2 of 3
Williamson County, Texas
Appraisal District Parcel No. R032281

THENCE with the south line of said 15 foot wide public utility easement, N 68° 56' 13" E for a distance of 25.11 feet to a 1/2" iron rod set with "LCRA" cap for the most easterly corner hereof, from which an iron rod found with "LCRA" cap for the southeast corner of said 15 foot wide public utility easement bears, N 68° 56' 13" E for a distance of 2.65 feet;

THENCE through the interior of said 43 acre tract, with the arc of a curve to the right, having a radius of 65.00 feet, an arc length of 104.78 feet, a central angle of 92° 21' 54", and a chord which bears, S 68° 56' 13" W for a distance of 93.80 feet to the POINT OF BEGINNING and containing 0.026 acre of land.

BEARING BASIS: Texas Lambert Grid Central Zone NAD 83/HARN
WORD FILE: LCRAW60D-0023A.DOC
ACAD: LCRAW60D-0023A.DWG

That I, Margaret A. Nolen, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during November, 2005 under my direction and supervision.


Margaret A. Nolen
Registered Professional Land Surveyor No. 5589
BAKER-AICKLEN & ASSOCIATES, INC.
203 E. Main Street, Suite 201
Round Rock, Texas 78664
(512) 244-9620



Job No: 0521-J-013-11

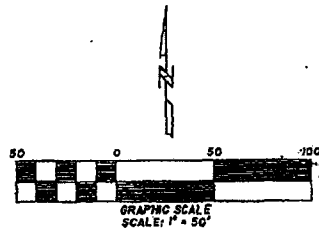
Filename: W:\PROJECTS\LCRA\LIBERTY HILL\EASEMENTS\METES & BOUNDS\LCRAW60D-0023A.DOC

EXHIBIT "B"

Page 3 of 3

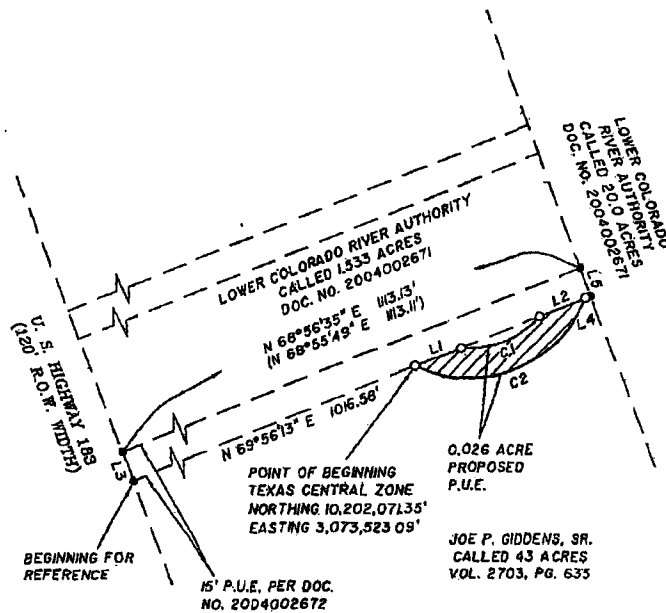
Williamson County, Texas

LIBERTY HILL REGIONAL
WASTEWATER STUDY



LEGEND

- IRON ROD FOUND WITH "LCRA" CAP
- 1/2" IRON ROD SET WITH "LCRA" CAP



NUMBER	RADIUS	ARC	CEN. ANGLE	CH. BRG.	CHORD
C1	50.00'	45.09'	57°39'54"	N 68°56'13" E	43.58'
C2	65.00'	104.78'	92°21'54"	S 68°56'13" W	93.80'

ALL DISTANCES SHOWN ARE SURFACE VALUES - TO
COMPUTE GRID DISTANCE, MULTIPLY BY CSF OF 0.999986

DRAWN BY: MAN
WD NO.: 0522-J-013-11
FIELD BOOK: RM-253
DATE: NOV. 2003 FILE: LCRAN600-0023A
WORD FILE: LCRAN600-0023A.DOC
SCALE: 1" = 200'
HORIZONTAL DATUM: NAD 83/93 HARN
VERTICAL DATUM: NAVD 88
COMBINED SCALE FACTOR: 0.999986
BEARING BASIS: Texas Lambert Grid, Central Zone, NAD 83/93 HARN

NUMBER	BEARING	DISTANCE
L1	N 68°56'13" E	25.11'
L2	N 68°56'13" E	25.11'
L3	S 21°03'17" E	15.11'
L4	N 68°56'13" E	2.65'
L5	N 20°40'29" W	14.99'

BAKER-AICKLEN

SURVEY PLAT TO ACCOMPANY DESCRIPTION
PROPOSED 0.026 ACRE P.U.E.
OUT OF THE JOHN B. ROBINSON SURVEY
ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS



\\PROJECTS\LIBERTY HILL\WASTEWATER\OFFICE\CRAN600-0023A.dwg (PAGE 3) November 04, 2003 - MTP

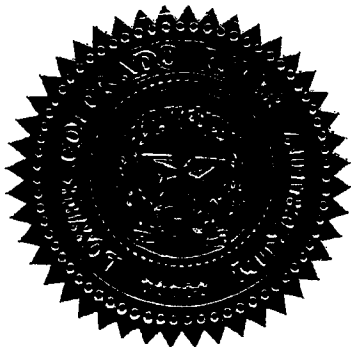
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

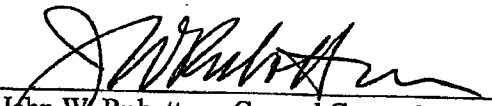
I, John W. Rubottom, hereby certify that I am the General Counsel and Assistant Secretary of the Board of Directors of the Lower Colorado River Authority (LCRA), a conservation and reclamation district, duly organized and existing under and by virtue of the public laws of the State of Texas.

I further certify that the Board of Directors of LCRA, on October 19, 2011, in a meeting posted properly in accordance with the Texas Open Meetings Act and with a quorum present and voting, by a unanimous vote of 15 to 0, adopted resolutions authorizing the general manager or her designee to negotiate and execute purchase and sale agreements for LCRA water and wastewater utility systems, including a purchase and sale agreement with the City of Liberty Hill for the Liberty Hill Wastewater System, and that such resolutions are duly recorded in the Board's minutes of the meeting.

I further certify that the attached is a true and correct copy of an excerpt (LCRA Board Minute No. 11-166) from the Board's minutes of the meeting held on October 19, 2011, and of the aforesaid resolution related to the Liberty Hill Wastewater System adopted at the meeting.

TO CERTIFY WHICH, witness my hand and official seal this 27th day of April, 2012.




John W. Rubottom, General Counsel
and Assistant Secretary of the
LCRA Board of Directors

**LCRA Board of Directors
Minutes (excerpt)
October 19, 2011**

11-166 Upon motion by Director Franklin, seconded by Director McHenry, the Board, by unanimous vote of 15 to 0, adopted separate resolutions authorizing the general manager or her designee to negotiate and execute purchase and sale agreements for each of the following systems, in accordance with the resolutions, as recommended by staff:

- City of Liberty Hill for the Liberty Hill Wastewater System;
- Lakeway Barge Participants for the Lakeway Regional Raw Water System;
- City of Austin for the Glenlake Water System; and
- Whitewater Springs Water Supply Corporation for the Whitewater Springs Water System.

The resolutions are attached hereto as Exhibits Q, R, S and T, respectively.

RESOLUTION
LCRA Board of Directors
October 19, 2011

LCRA Liberty Hill Wastewater System

WHEREAS, in November 2010, the Board directed staff to seek a buyer for LCRA's water and wastewater utility systems based on the following criteria:

- ability and commitment to provide reliable and quality utility services;
- ability to invest capital for additional and/or necessary water and wastewater utility infrastructure;
- commitment to meet applicable regulatory requirements; and
- willingness to compensate LCRA for its investment in water and wastewater utility systems.

NOW, THEREFORE BE IT RESOLVED, that the Board authorize the general manager or her designee to negotiate until November 15, 2011, and if successful, to execute a purchase and sale agreement consistent with the terms attached hereto (previously approved by the LCRA Board in March 2011) for the Liberty Hill Wastewater System from the City of Liberty Hill.

FURTHER RESOLVED, that the Board authorize the general manager or her designee to do all things necessary to accomplish the conveyance of the Liberty Hill Wastewater System to the City of Liberty Hill for which the purchase and sale agreement has been fully executed by November 15, 2011, in accordance with this Resolution.

FURTHER RESOLVED, that the Board declare the Liberty Hill Wastewater System as no longer necessary or convenient or of beneficial use to the business of LCRA, such declaration for the system to be contingent upon the closing of the sale of such system in accordance with this Resolution.

EXHIBIT Q

**ATTACHMENT
TO RESOLUTION**
LCRA Board of Directors
October 19, 2011

LCRA Liberty Hill Wastewater System

Proposed Terms
City of Liberty Hill's Purchase of the Liberty Hill Wastewater System
3/23/11

- City of Liberty Hill would pay approximately \$4.471 million for the Liberty Hill Wastewater System. The wastewater system is sold as is. Of this amount:
 - Approximately \$3.307 million in outstanding debt (trued up at closing)
 - Estimated \$62,000 in defeasance (actual amount will be paid at closing)
 - \$246,000 discounted future contribution to Public Service Fund
 - \$855,000 discounted future non-inurred debt service coverage
 - \$1,000 for costs of environmental site assessment
- Impact fees received by LCRA pending closing and not used to date will be applied toward the outstanding debt.
- All existing contracts between LCRA and developers, neighboring municipal utility districts and Chisholm Trail Special Utility District will be assigned to the City of Liberty Hill if the contracts allow for such assignment. If the contracts require consent by other parties for assignment to the City, the City will be responsible for obtaining consent from other parties to the contracts, including but not limited to Brazos River Authority, prior to closing.
- LCRA's rights to the existing LCRA-BRA-Liberty Hill wastewater CCN and wastewater permit shall be transferred to the City of Liberty Hill provided that BRA consents to the transfers; the City acknowledges that LCRA cannot transfer BRA's rights in the wastewater CCN or permit and the City must negotiate with BRA if the City desires to hold the CCN and permit exclusively.
- The City will assume responsibility for operation of the system at closing and will be solely responsible for negotiating with BRA or others in regard to operations.

EXHIBIT Q

Closing Certificate
City of Liberty Hill, Texas

I, Michele "Mike" Murphy, in my capacity as the Mayor of the City of Liberty Hill, Texas ("City"), do hereby certify as of the date of Closing, in connection with the Closing of the sale and transfer of Wastewater System Assets (as such term is defined in the Agreement, defined below) by the Lower Colorado River Authority ("LCRA") to the City pursuant to that certain "Purchase Agreement for the Liberty Hill Wastewater System," the Effective Date of which is November 15, 2011, as amended ("Agreement"), as follows:

- a. That I am duly authorized to execute this Certificate and other instruments to be executed by the City at Closing according to the Agreement;
- b. That the City has full right and authority to consummate the transaction described in the Agreement;
- c. That the Agreement constitutes a valid and legally binding obligation of the City, and is enforceable against the City in accordance with its terms, subject to applicable law; and
- d. That neither the execution or delivery of the Agreement nor the performance of the City's obligations under the Agreement violates, or will violate, any contract or agreement to which the City is a party or by which the City is otherwise bound.
- e. That a certified copy of a resolution of the City dated April 9, 2012, authorizing the City to take all necessary action to effectuate the closing on the purchase of the Wastewater System Assets from LCRA is attached to this Certificate as Exhibit A.

Each and every representation and warranty contained in this Certificate is and continues to be true and correct and shall survive the Closing. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

City of Liberty Hill, Texas


By: 
Michele "Mike" Murphy
Mayor

Exhibit A

Resolution Authorizing Closing on Purchase of the Wastewater System Assets

CERTIFICATE OF SECRETARY

1. I, the undersigned officer of THE CITY OF LIBERTY HILL, TEXAS, hereby certify as follows:

2. The City Council of said City convened in a REGULAR MEETING ON APRIL 9, 2012, at the City Council Chamber, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Michele "Mike" Murphy	Mayor
Mike Crane,	Mayor Pro-Tem, Alderman, Place 1
Jack Harkrider	Alderman, Place 2
Byron Tippe	Alderman, Place 3
Charles Canady	Alderman, Place 4
Vacant	Alderman, Place 5
Tammy Kirk	City Secretary
Rachel Austin	Deputy City Secretary

and all of said persons were present, except the following absentees: None
thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

A RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE CLOSING ON THE PURCHASE OF THE LIBERTY HILL WASTEWATER TREATMENT PLANT; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

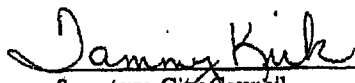
AYES: 3

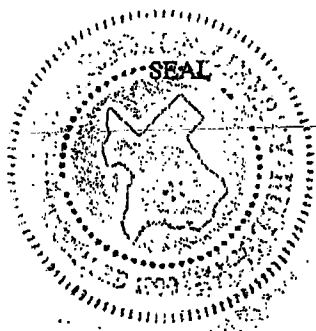
NOES: 1

3. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and

sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, as amended.

SIGNED AND SEALED on this 4th day of April, 2012.


Secretary, City Council



RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE CLOSING ON THE PURCHASE OF THE LIBERTY HILL WASTEWATER TREATMENT PLANT; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 24, 2011 the City of Liberty Hill, Texas unanimously authorized the execution of the purchase agreement with Lower Colorado River Authority ("LCRA") for the Liberty Hill Wastewater Treatment Plant ("Liberty Hill WWTP"); and

WHEREAS, the purchase agreement for the Liberty Hill WWTP has been executed by the City of Liberty Hill and the LCRA; and

WHEREAS, the City of Liberty Hill and the LCRA are in the process of closing on the purchase of the WWTP; and

WHEREAS, the City Council of the City of Liberty Hill has determined that in order to meet contractual obligations and close on the WWTP in a timely manner, it is prudent to authorize the Mayor, City Manager and City Attorney to take any and all necessary and expedient actions to effectuate the closing on the purchase of the WWTP;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS

PART I. The City Council of the City of Liberty Hill, Texas authorizes the Mayor, City Manager and City Attorney to take any and all necessary and expedient actions to effectuate the closing on the purchase of the Liberty Hill WWTP.

PART II. Should any section or provision of this resolution be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the resolution as a whole or any part thereof, other than the part so declared to be invalid.

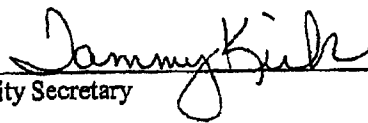
PART III. This Resolution shall be effective immediately upon passage.

PASSED and APPROVED this 9th day of April, 2012.

APPROVED:


Mayor

ATTEST:


City Secretary

CERTIFICATE OF SECRETARY

1. I, the undersigned officer of THE CITY OF LIBERTY HILL, TEXAS, hereby certify as follows:

2. The City Council of said City convened in a REGULAR MEETING ON APRIL 9, 2012, at the City Council Chamber, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Michele "Mike" Murphy	Mayor
Mike Crane,	Mayor Pro-Tem, Alderman, Place 1
Jack Harkrider	Alderman, Place 2
Byron Tippe	Alderman, Place 3
Charles Canady	Alderman, Place 4
Vacant	Alderman, Place 5
Tammy Kirk	City Secretary
Rachel Austin	Deputy City Secretary

and all of said persons were present, except the following absentees: None
thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

A RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE CLOSING ON THE PURCHASE OF THE LIBERTY HILL WASTEWATER TREATMENT PLANT; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

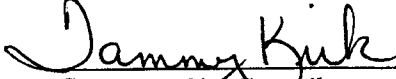
was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

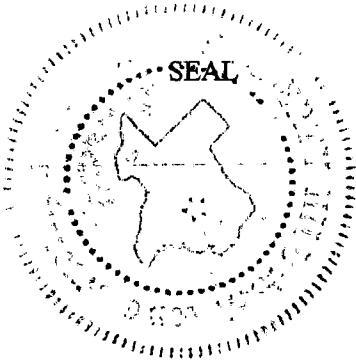
AYES: 3
NOES: 1

3. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and

sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, as amended.

SIGNED AND SEALED on this 4th day of April, 2012.


Secretary, City Council



RESOLUTION NO. 12-R-08

A RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE CLOSING ON THE PURCHASE OF THE LIBERTY HILL WASTEWATER TREATMENT PLANT; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 24, 2011 the City of Liberty Hill, Texas unanimously authorized the execution of the purchase agreement with Lower Colorado River Authority ("LCRA") for the Liberty Hill Wastewater Treatment Plant ("Liberty Hill WWTP"); and

WHEREAS, the purchase agreement for the Liberty Hill WWTP has been executed by the City of Liberty Hill and the LCRA; and

WHEREAS, the City of Liberty Hill and the LCRA are in the process of closing on the purchase of the WWTP; and

WHEREAS, the City Council of the City of Liberty Hill has determined that in order to meet contractual obligations and close on the WWTP in a timely manner, it is prudent to authorize the Mayor, City Manager and City Attorney to take any and all necessary and expedient actions to effectuate the closing on the purchase of the WWTP;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS


PART I. The City Council of the City of Liberty Hill, Texas authorizes the Mayor, City Manager and City Attorney to take any and all necessary and expedient actions to effectuate the closing on the purchase of the Liberty Hill WWTP.

PART II. Should any section or provision of this resolution be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the resolution as a whole or any part thereof, other than the part so declared to be invalid.

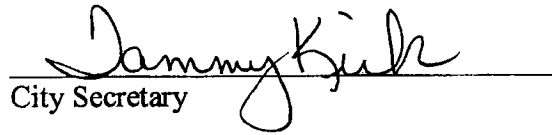
PART III. This Resolution shall be effective immediately upon passage.

PASSED and APPROVED this 9th day of April, 2012.

APPROVED:


Mayor

ATTEST:


City Secretary