

May 1, 2017

Hood Water, LLC. Ike Thomas Ryan Thomas

Subject: Formal Request

Gentlemen,

It has been a long process getting to this point. It began in May of 2013 with talks about getting water from your water farm on Hwy 51 and modifing our engineering drawings that were developed to get water from the city of Granbury. Then came working through the transistion of how water would be supplied from your Cresson water farm and getting the size of our needs in Silverado adjusted. We now have our engineering drawings and flow testing complete. We have signed a letter of intent with Hood Water, LLC and we have an understanding regarding the available capacity of Hood Water, LLC. A contractor has been identified for building the pipeline and we have cost quotes for the material for the pipeline. Finally, we have identified a financial institution to provide funding. Effort is still required to get state approval.

I would like to make a formal request of Hood Water, LLC to supply water and become our water utility company for Silverado on the Brazos HOA, Inc. The water would be supplied from your Cresson water farm and delivered through a pipeline constructed in conjunction with both Hood Water and Silverado on the Brazos HOA. The pipeline will be funded by Silverado HOA. Details of expansion and usage by other entities not associated Silverado HOA, and other details will be in the final contract between Hood Water, LCC and Silverado HOA.

Thanks for all the efforts.

Paul Greenwood Water project and HOA Treasurer

Kelly Maclasky HOA President

ATTACHMENT EIGHT BLACKSTONE ENGINEERING REPORT FOR SILVERADO DEVELOPMENT PARKER COUNTY, TEXAS

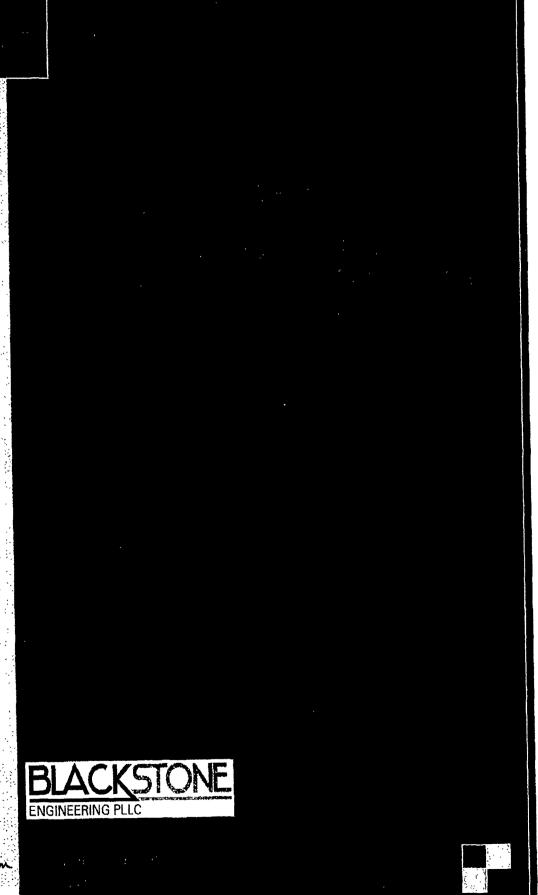




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1.0 Introduction

The purpose of this report is to determine if adequate potable water supply is available for Silverado Development. The beginning of the new waterline to Silverado is located next to the fire hydrant at the intersection of Highway 171 and Hughie Long Road. The waterline route is approximately 10 miles from the referenced hydrant to the beginning of Silverado Development. Cresson Crossroads, LLC, CCN13153 is the supplier.

Fire flow testing was performed on June 22, 2015, at Highway 171 and Cresson Crossroads, LLC. The purpose of the testing is to determine if adequate pressure and flow are available. A copy of the fire flow testing is on the following page. The time of day was not provided for the fire flow. The static pressure reading on the hydrant was 57 pounds per square inch (psi). A separate hydrant test was performed with the hydrant open results in a pressure of 24 psi.

The Silverado is an existing development with all originally developed with individual water wells for domestic water supply. This project will replace individual water supplies and put the residences on a common system for domestic supply. The existing wells will be used only for lawn irrigation purposes.

Drawings of the Silverado Development are located on pages 6 - 9 for the on-site waterlines and pages 10-12 contain the off-site waterlines.

The interested parties for this project are listed below:

Planner/Engineer: Charles F. Stark, PE RPLS, Managing Principal

Barron • Stark • Swift Consulting Engineers

6221 Southwest Blvd, Ste. 100

Fort Worth, TX 76132 <u>clucks@barronstark.com</u> Direct Office 817.231.8141

Water Modeling Engineer: Gretchen N. Williams, P.E., BCEE, Principal

Blackstone Engineering PLLC

PO Box 2099

Mansfield, Texas 76063

gretchen@blackstoneengineering.com

817-899-0656



INSTRUMENT CERTIFICATION

Automation Control Services

Company Texas Rain	Certification Date _	June 22, 2015
2004 S.W. Pky		
Granbury, TX. 7604	Recall Date <u>Jun</u>	ne 22, 2016
Attn: Greg Long		
Equipment Nomenclature: Fi	re Hydrant Hŵy 171 at Cresson C	rossroads
	STANDARDS	
Instrument	<u>Model</u>	<u>Serial Number</u>
To the second se	070 THE 1. Th 1. A	00000
	878 Ultrasonic Flow Meter	03885
Fluke 725	5 Multi function Calibrator INSTRUMENT TESTED	1157103
Manufactures Muchlan	INSTRUMENT LESTED	
Manufacture: Mueller Model: AWIMA III FM Fine III	(v.duont	
Model: <u>AWWA-ULFM Fire H</u> I.D. Number:		
Range: <u>0-1000 gpm</u>		
Pipe Size: 2" pvc		
i ipe size. Z pvc		
STANDARD INCOMING INCO	OMING ALLOWED LIMIT OF	ACCEPT REJECT
	ERENCE ERROR ACCURACY	
0 Gpm 0 Gpm	Gal ± % Actual Flow	Yes
	0 Gal	Yes
	en calibrated and tested in accorda	
	x AMS2750C meets the requiremen	
	s traceable to N.I.S.T. See file copy	
documents on STANDARDS: In	nstrument, Model and Serial Num	ber.
A.T		
Notes:	77 1	
Static Pressure Reading	on Hydrant as tested 57psi	
	<u>Jason Newton</u>	
	Instrument Technician	

Automation Control Services

5104 La Vista Court Granbury, Texas, 76049 (817) 233-2573

AutomationControlServices@MSN.COM

ACS

2.0 Development of Water Demands

The Silverado Development consists of residential development with water supply from Cresson Crossroads, LLC. All the Silverado lots have individual water wells for water consumption. At this time, fire protection is not included in this study. To determine the estimated gallons per day needed for Silverado, the areas of Aledo, Annetta, Annetta South, Azle, Cresson, Reno, Springtown, and Walnut Creek SUD were evaluated for the gallons per day (gpd). The larger cities of Weatherford, Mineral Wells, Fort Worth and County-Other were not included in the average. The average for the smaller communities is 110 gpd, and will be used for this study. It is assumed 3.5 persons per dwelling.

The estimated residential water usage is 110 gallons per capita per day (gpcd) for average day conditions. Maximum day water demands and maximum hour water demands are estimated below.

Population x 110 gpd x 3.5 persons per dwelling = average day demand (gpd)

Average day demand (gpd) x 1.80 = Maximum day demand (gpd)

Peak day demand $(gpd) \times 1.30 = Maximum hour demand <math>(gpd)$

Summarized below in *Table 2.1* are the demand projections of average day, maximum day and peak hour for Silverado Development.

TABLE 2.	1	Water Demand Projections				
Block Numbers	Total Number of Lots	Average Day (gpm)	Maximum Day (gpm)	Maximum Hour (gpm)		
1	23 3	6.15 0.80	11.07 1.44	14.39 1.87		
2	21 4	5.61 1.07	10.09 1.92	13.13 2.50		
3	58	15.24	27.43	35.66		
4	11	2.94	5.29	6.88		
5	15	4.01	7.21	9.38		
6	28	7.48	13.47	17.51		
7	47	12.30	22.14	28.79		
8	2	0.53	0.96	1.25		
	212	56.13	101.02	131.36		



3.0 Water Modeling Analysis

A computerized hydraulic water model has been used to determine the pipeline sizing and acceptable pressures along the route. The water modeling software used for this study is InfoWater developed by Innovyze.

The criteria for the Silverado pipeline route includes pressures higher than 35 psi, and pressures in the development should be less than 85 psi. Pressure reducing valves should be added to lots where pressures are greater than 80 psi. The loss of energy in the pipe should not be greater than 7 feet per 1,000 feet.

The water supply will come from Cresson Crossroads, LLC. An elevated storage tank is located about 1 mile (east) from the location of the fire hydrant testing. To provide adequate water for Silverado Development, a water level of 130 feet in the elevated storage tank, or 56 psi is needed. Normal operating levels for the Cresson Crossroads, LLC tank is 122.5 feet elevation (53 psi), and overflow of the elevated storage tank is 145.5 feet elevation and 63 psi.

3.1 Development of Silverado

The proposed waterline from Cresson Crossroads, LLC is an 8-inch diameter for approximately 5.5 miles, the waterline is reduced to a 6-inch diameter and will continue 4.7 miles to the beginning of Silverado Development. The waterline enters the development at South Ridge Oak and Old Ranch Court by way of a 6-inch waterline (1.5 miles) in the spine road with 4-inch waterlines (7.5 miles) serving the Silverado lots.

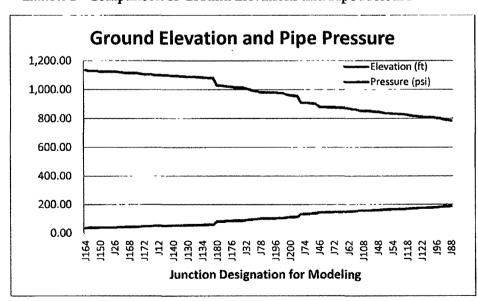


Exhibit 1 - Comparison of Ground Elevations and Pipe Pressure



Pressure reducing valves will be located along the route and would drop pressures down to reasonable values. The water demands and pressure valves are shown in *Table 3.1* below.

TABLE 3.	1		Water Pressi			
Typical Water Patterns	Pressure before Valve (psi)	Pressure after Reducing Valve (psi)	Pressures below 35 psi	Pressure Reducing Valve Locations	Ground Elevation	
	85.4	40.0	0	220+00	1,015 feet	
Average Day	92,3	60.0		340+00	890 feet	
Day	82.4	70.0		490+00	833 feet	
	80.6	40.0		220+00	1,015 feet	
Maximum Day	88.7	60.0	0	340+00	890 feet	
	77.8	70.0		490+00	833 feet	
	71.1	40.0	-	220+00	1,015 feet	
Peak Hour	85.0	60.0	0	340+00	890 feet	
	73.3	68.0		490+00	833 feet	

3.2 Water Pressure Reducing Valves

The first pressure reducing valve is located at 220+00, the ground elevation at the valve is 1,015 feet. The second pressure reducing valve is located at 340+00 at the ground elevation of 890 feet. Pressures before and after the valve are shown above in Table 3.1.

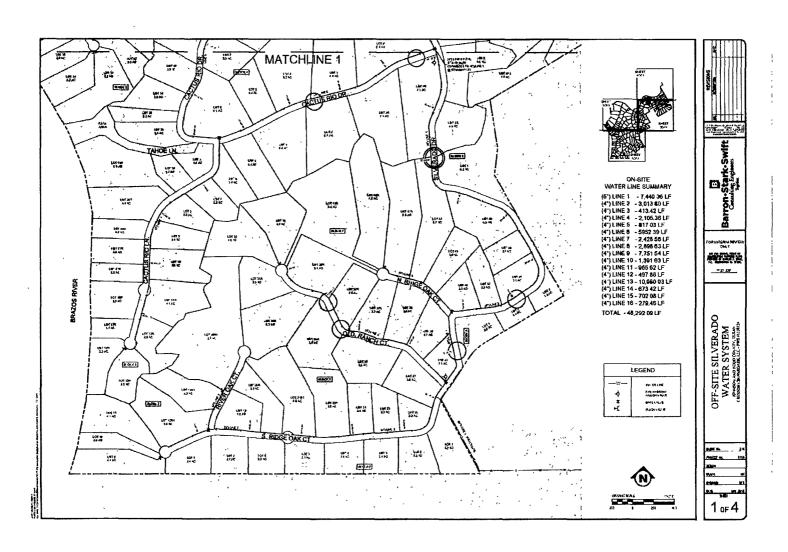
4.0 Conclusions and Recommendations

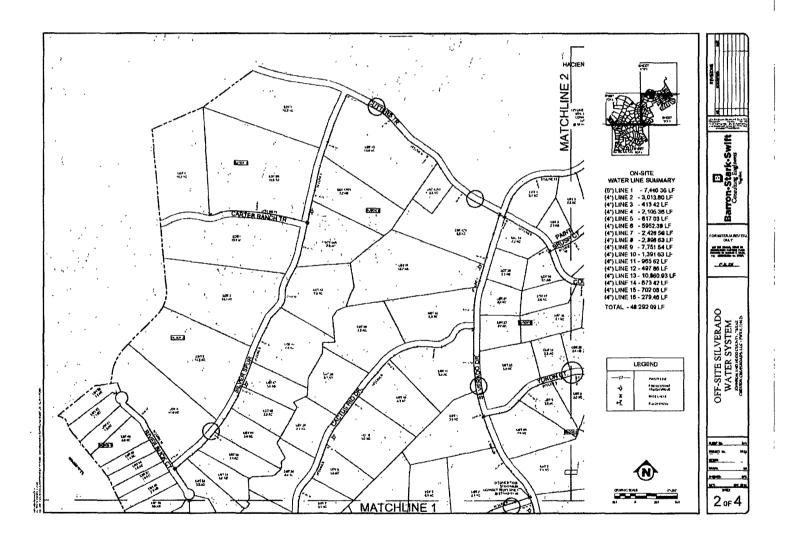
The Silverado Development is located on a long dead-end waterline, therefore water quality should be monitored to keep potable water within the TCEQ requirements. The addition of hydrants along the route to Silverado could be used to blow-off water as needed. It is recommended that a few hydrants be added to the Silverado Development to allow flushing of hydrants. There are automatic flushing devices that can be programmed, or manual flushing can be done.

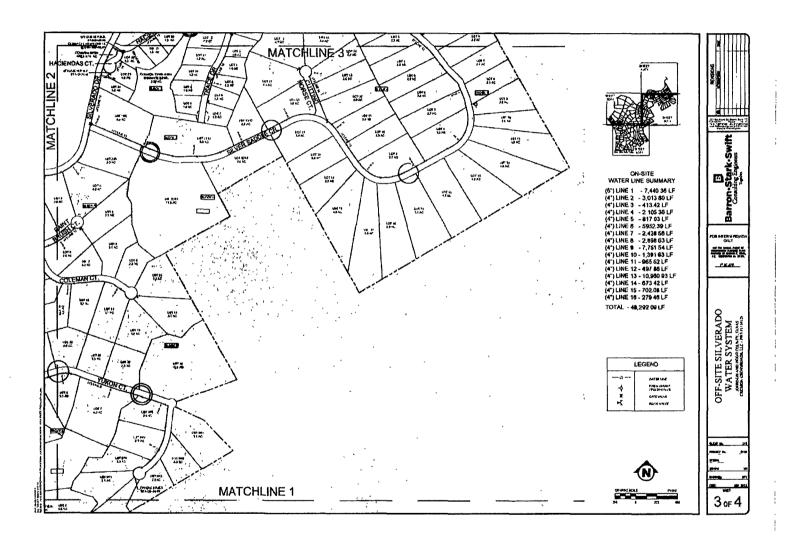
Pressure reducing valves should be installed at locations where the water pressure is above 80 psi.

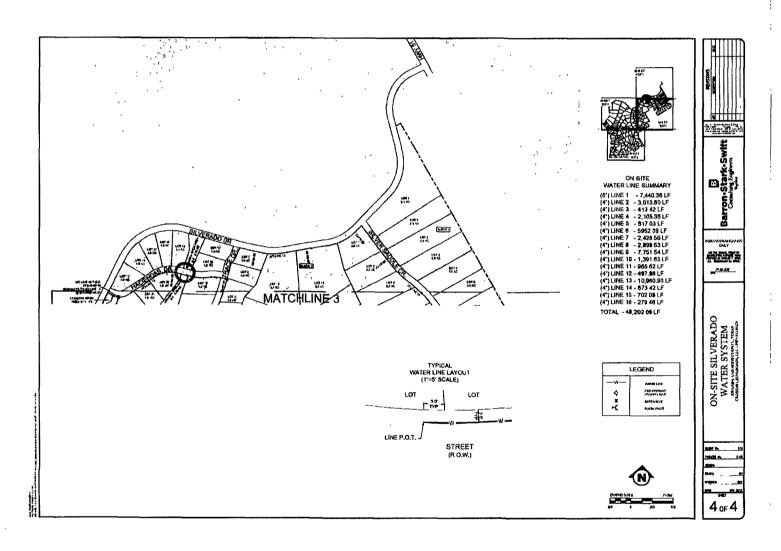
The President of the HOA for Silverado has requested a 30,000 gallon tank be located just north of Block 2 adjacent to Silver Saddle Cr. The purpose of the tank is to provide emergency 24 hr supply in the case of a waterline breaks between Silverado & Cresson.

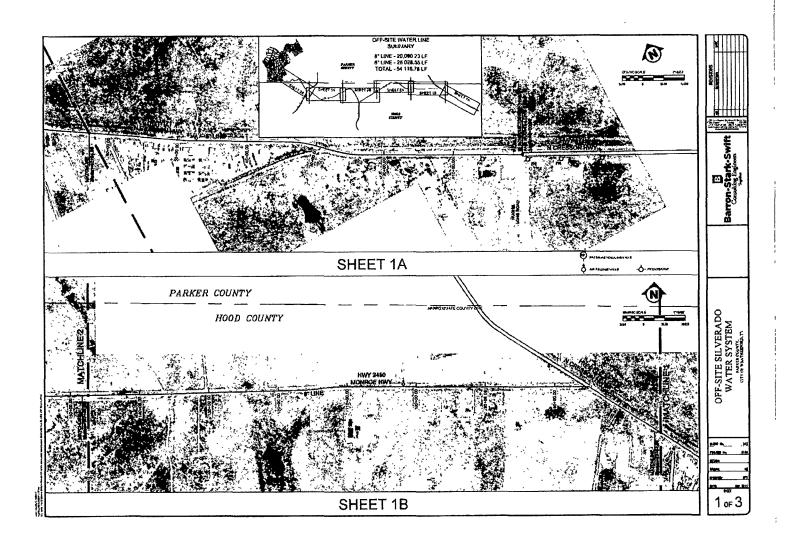


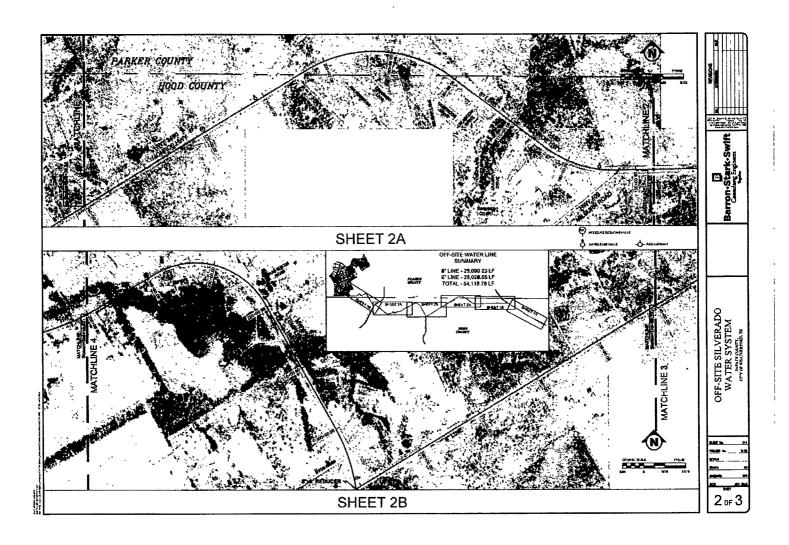


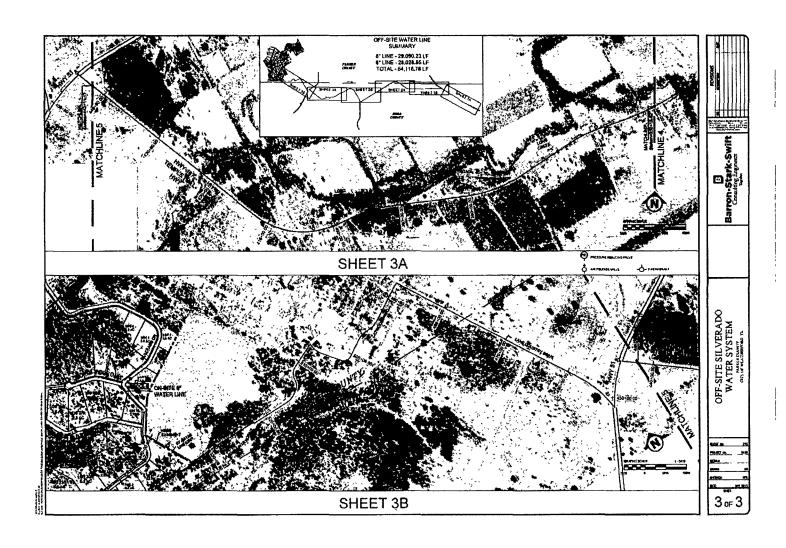












ATTACHMENT NINE DRINKING WATER SUPPLY WITHIN 2-MILE RADIUS

ATTACHMENT TEN MR. WESTON STEPHENS TCEQ LICENSING INFORMATION

Search Page

Search Results

Search Opilons

CR Query

Licenses

TCEO Home

TCEQ Search Licensing or Registration Information

License Detail

To report a change of address, phone number, or email address, please fill out the form located at http://www.tceq.texas.gov/licensing/forms/contactupdate.

CN: CN601871908

Name: STEPHENS, WESTON L

Address: 10605 BACHMAN DR

City: FORT WORTH

State: TX

ZIP: 76108-4639

County: TARRANT

Work Phone: 817-968-6712

817-341-1926

License(s)

There were 3 licenses found.

Program	License Type and Level 😯	License Number 2	Last Issued Date 🛭	Exp. Date 🕜		BPAT Practical Skills 2	CE Hours 0
WATEROL	GROUND WATER TREATMENT OPERATOR C	WG0003634	10/08/2014	10/08/2017	CURRENT	N/A	4
BPATOL	BACKFLOW PREVENTION ASSEMBLY TESTER	BP0004602	09/12/1997	12/31/2002	EXPIRED	YES	N/A
WWOL	WASTEWATER TREATMENT OPERATOR D	WW0026095	01/26/2004	01/26/2006	EXPIRED	N/A	N/A

Note: The number of CE hours needed in order to renew a license is based on the term (length) of each license. Please go to the program page for the license you hold to determine the number of CE hours needed and to view the latest information and renewal requirements for your license.

Application(s) within the Last 2 Years

No application records returned.

Course(s)

There were 32 courses found. Note: You may see the same course listed multiple times, This occurs because the course counted towards multiple license programs.

Program Q	Course Title	Course Code 🛭	Hours 🔞	Date 0	Provider
BPATOL	(DEACT 6/04)BPAT DEVICE TEST & MAINT(USE CC 1200) - INCL. PRAC. SKILLS	50	20.0	09/12/1997	TEEX
CSIOL	(DEACT 6/04)BPAT DEVICE TEST & MAINT(USE CC 1200) - INCL. PRAC. SKILLS	50	20.0	09/12/1997	TEEX
LIOL	(DEACT 6/04)BPAT DEVICE TEST & MAINT(USE CC 1200) - INCL. PRAC. SKILLS	50	20.0	09/12/1997	TEEX
WATEROL	IWSCOT SEMINAR (WATER)	1285	4.0	09/09/2016	IWSCOT
WATEROL	(CRSPD) TEEX BASIC W (≈ 92)	321	20.0	08/21/2014	TEEX ITSI
WATEROL	WATER UTILITY CALCULATIONS	108	20.0	07/21/2004	TEEX ITSI
WATEROL	APPLIED CONFINED SPACE SAFETY(8 HR W/WW)	42	8.0	10/31/2001	FT WORTH
WATEROL	EXCAVATION SAFETY	203	8.0	10/25/2001	FT WORTH
WATEROL	APPLIED CONFINED SPACE SAFETY(8 HR W/WW)	42	8.0	07/26/2001	FT WORTH
WATEROL	(CORE) WATER DISTRIBUTION	605	20.0	04/19/2001	FT WORTH
WATEROL	EXCAVATION SAFETY	203	8.0	04/05/2001	FT WORTH
WATEROL	EXCAVATION SAFETY	203	8.0	11/01/2000	FT WORTH
WATEROL	(CORE) WATER DISTRIBUTION	605	20.0	08/07/2000	TRWA
WATEROL	MONTHLY MEETING TRAINING (W/WW)	33	2.0	12/31/1999	N CEN TEX
WATEROL	WATER UTILITY SAFETY	426	20.0	03/12/1998	TEEX ITSI
WATEROL	GROUNDWATER PRODUCTION	223	20.0	01/16/1998	NCTCOG
WATEROL	(DEACT 6/04)BPAT DEVICE TEST & MAINT(USE CC 1200) - INCL. PRAC. SKILLS	50	20.0	09/12/1997	TEEX
WATEROL	(DEACT 10/14) LEAK DETECTION WORKSHOP	296	7.0	07/01/1997	TRWA
WATEROL	MONTHLY MEETING TRAINING (W/WW)	33	16.0	12/31/1996	N CEN TEX
WATEROL	MONTHLY MEETING TRAINING (W/WW)	33	4.0	12/31/1995	N CEN TEX
WWOL	WATER UTILITY CALCULATIONS	108	20.0	07/21/2004	TEEX ITSI

9/4/2017

TCEQ Search Licensing or Registration Information

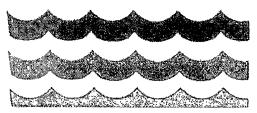
WWOL	(CORE) BASIC WASTEWATER OPERATIONS	59	20.0	11/20/2003	TEEX ITSI
WWOL	APPLIED CONFINED SPACE SAFETY(8 HR W/WW)	42	8.0	10/31/2001	FT WORTH
WWOL	EXCAVATION SAFETY	203	8.0	10/25/2001	FT WORTH
WWOL	APPLIED CONFINED SPACE SAFETY(8 HR W/WW)	42	0.8	07/26/2001	FT WORTH
WWOL	EXCAVATION SAFETY	203	8.0	04/05/2001	FT WORTH
WWOL	EXCAVATION SAFETY	203	8.0	11/01/2000	FT WORTH
WWOL	MONTHLY MEETING TRAINING (W/WW)	33	2.0	12/31/1999	N CEN TEX
WWOL	WATER UTILITY SAFETY	426	20.0	03/12/1998	TEEX ITSI
WWOL	(DEACT 6/04)BPAT DEVICE TEST & MAINT(USE CC 1200) - INCL. PRAC. SKILLS	50	20.0	09/12/1997	TEEX
WWOL	MONTHLY MEETING TRAINING (W/WW)	33	16.0	12/31/1996	N CEN TEX
WWOL	MONTHLY MEETING TRAINING (W/WW)	33	4,0	12/31/1995	N CEN TEX

Note: Approved training providers are responsible for submitting approved training to TCEQ. Please allow 30 days from the last date of the training session for a record to appear in the search results. If a course does not appear in your training record after that time, please contact the training provider of the missing course. You may find contact information for approved training providers at https://www.tceq.texas.gov/licensing/training/AllTrainingProviders.

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ATTACHMENT ELEVEN HOOD WATER ASSURANCES STATEMENT



September 5, 2017

LETTER OF ASSURANCES ATTACHMENT ELEVEN

HOOD WATER, LLC

Public Utility Commission of Texas 1701 N Congress Avenue P.O. Box 13326 Austin, TX - 78711

RIC HOOD WATER, LLC BUSINESS PLAN

APPLICATION TO THE PUC FOR A WATER CON

PARKER COUNTY, TEXAS

Dear Sir/Madam:

The purpose of this letter is to provide assurances to the Public Utility Commission of Texas (PUC) that Hood Water, LLC has the commitment and resources needed for the proper operation and maintenance of the proposed Silverado on the Brazos retail water system, and our commitment and resources will continue to be available in the future. Our obligation to retail water service is demonstrated by the fact that Hood Water and its affiliates have successfully and continually provided retail water service to the following water systems:

Cresson Crossroads, LLC - Public Water Supply No. 1110128, Hood County Laguna Tres, Inc. - Public Water Supply No. 1110019, Hood County

Hood Water, LLC qualifications as a retail public utility and for Hood Water's key individuals are attached.

If you need additional information concerning this matter, please do not hesitate to contact me.

Best regards.

H. Ike Thomas Hood Water, LLC

Enclosures

HHT:kd

P.O. Box 2337 110 N Crockett St Granbury, TX 76049

817-243-8130

H. Ike Thomas

Thomas Group PO Box 2337 Granbury, Texas 76048 817.219.4700 lkeh1972@amail.com



RESUME - H. IKE THOMAS ATTACHMENT TO LETTER OF ASSURANCES ATTACHMENT ELEVEN

Experience

Granbury Live, LLC

2017

Co-Founder and Managing Member - Live entertainment and special event venue.

Sand Hill Land and Cattle, LLC d/b/a True Grit Ranch

Co-Founder and Managing Member - 2,000 acre working guest ranch in Granbury, Texas

Thomas Bros. Grass, LLC

2011

2013

Co-Founder and Managing Member - Producer and sales (commercial and retail) of turf grass.

Glacier Sands, LLC

2011

Co-Founder and Managing Member - Silica sand producer, processor, and sales of the sand.

Rite Increaser, LLC

2010

Co-Founder and Managing Member - Developing and Patenting Oil and Gas Tools.

Cresson Crossroads, LLC

2006

Co-Founder and Managing Member – Mix use Real Estate Development, Oil and Gas leasing, and Fresh Water Development.

Brim Energy, LLC

2005

Co-Founder and Managing Member - Oil and Gas leasing and developing.

Frontier Internet

2004 - 2009

Co-Founder and President - Wireless Internet Provider (sold company in 2009).

Vista Sand Ltd.

2003 - 2011

Co-Founder and Managing Member - Silica sand producer, processor, and sales of the sand (sold company in 2011).

MCI

2001

Co-Founder – Real Estate Developer.

Turfgrass America

1999-2004

CEO / President – Grass Farm Company that grew to 8,000 acres of Turfgrass, 21 locations, 600 employees, and \$55M in sales (sold company in 2004).

Harvey Ike Thomas

Laguna Vista, Limited

1986

Co-Founder – Real Estate Developer and Water Systems.

T & M Builders

1975

Co-Founder – Real Estate Developer and Home builder.

West Texas Turf Farms

1974

Co-Founder – Turf Farm in a West Texas City known as Lubbock.

Laguna Tres, Inc.

1973

Secretary Treasurer / Manager - Real Estate Developer and Water Systems.

Thomas Bros. Grass Co.

1970 - 1999

Co-Founder / President – Grass Farm Company that grew from one location and 10 acres of Turfgrass to 13 locations, 3,000 acres and 225 employees.

Education

Granbury High School

1969

Graduate of Granbury High School

Texas Tech University - Lubbock, Texas

1973

Attended the University on a Football Scholarship. Graduated with a Bachelor Degree in Business Administration. Major was in Finance and Minor was in Real Estate.

Accomplishments

Have served as a board member or officer for the Granbury Independent School District, the Granbury Chamber of Commerce, the Granbury Rotary Club, and the Granbury Opera House. Additionally I have served as a board member or officer for Turf Grass International, American Sod Producers, Texas Sod Association, and the National Turfgrass Evaluation Program. I have also been a member of the Texas Turfgrass Association, Elected as Elder in 2007 at the Grace Community Church located in Glen Rose, Texas.

Southwest Region Entrepreneur Award - 1997

Texas Family Business of the Year Award Baylor University Hankamer School of Business - 1998

Lake Granbury Area Chamber of Commerce Freedom of Enterprise Award - 2000

Personal

Married Patricla McLaughlin in 1972. We have two sons, Ryan and Justin. The Thomas Family takes pride in their community and has played a large role in its civic and business growth.



ATTACHMENT TO AMENDMENT ELEVEN

HOOD WATER, LLC

Mission Statement

- To provide our customers with the most professional, efficient and reliable water treatment service available.
- To offer only top quality materials and name brands that command public trust.
- To follow superior ethical policies in business practice by keeping customers apprised of the costs and options associated with their service requests.
- To operate our business in a polite professional and courteous manner with attention to detail and protection of clients property.
- To reply to every request giving the best and accurate information if possible.

PO Box 2337 Granbury, TX 76048 817.243.8130

ATTACHMENT TWELVE HOOD WATER PROJECTED FIVE-YEAR INCOME, EXPENSES AND BALANCE STATEMENTS

PROJECTED INCOME STATEMENT

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
METER NUMBER						
Existing Number of Taps	50.00	50.00	60.00	70.00	80.00	
New Taps per Year		10.00	10.00	10.00	10.00	
Total Meters at Year End	50.00	60.00	70.00	80.00	90.00	
METER REVENUE						
Fees Per Meter	28,500.00	34,200.00	39,900.00	45,600.00	51,300.00	199,500.00
Cost Per Meter				t		
Operating Revenue Per Meter	19,800.00	20,394.00	21,005.82	21,636.00	22,285.08	105,120.90
GROSS WATER REVENUE						
Fees						
Other						
Gross Income	48,300.00	54,594.00	60,905.82	67,236.00	73,585.08	304,620.90
OPERATING EXPENSES					·	
General & Administrative	44,600.00	49,814.00	54,717.62	59,964.39	65,229.17	274,325.20
Interest						
Other						
NET INCOME	3,700.00	4,780.00	6,188.20	7,271.61	8,355.91	30,295.70

PROJECTED EXPENSES STATEMENT

A	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
GENERAL/ADMINISTRATIVE EXPENSES						
Salaries						
Office Expense	3,600.00	3,708.00	3,709.24	3,820.52	3,935.14	18,772.90
Computer Expense	600.00	618.00	636,54	656.64	676.34	3,187.52
Auto Expense	600.00	618.00	636,54	656.64	676,34	3,187.52
Insurance Expense	3,600.00	3,708.00	3,709.24	3,820.52	3,935.14	18,772.90
Telephone Expense	600.00	618.00	636.54	656.54	676.34	3,187.52
Utilities Expense	-				-	
Depreciation Expense						
Property Taxes	1,000.00	1,030.00	1,060.90	1,092.73	1,125.52	5,309.15
Professional Fees	1,000.00	1,030.00	1,060.90	1,092.73	1,125.52	5,309.15
Other						
Total	11,000.00	11,330.00	11,449.90	11,796.32	12,150.34	57,726.46
% Increase Per Year						
OPERATIONAL EXPENSES						
Contract Management	12,000.00	14,400.00	16,800.00	19,200.00	21,600.00	84,000.00
Auto Expense						
Utilities Expense	6,000.00	6,180.00	6,365.40	6,556.37	6,753.07	31,854.84
Depreciation Expense						
Repair & Maintenance	3,600.00	3,708.00	3,709.24	3,820.52	3,935.14	18,772.90
Supplies	1,200.00	1,236.00	1,273.08	1,311.28	1,350.62	6,370.98
Water Purchased	10,800.00	12,960.00	15,120.00	17,280.00	19,440.00	75,600.00
Total	33,600.00	38,484.00	43,267.72	48,168.10	53,078.83	216,598.72
% Increase Per Year (3% Increase)						
ASSUMPTIONS						
Interest Rate/Terms				-		
Utility Cost/gal. (0.0167 per gallon)	0.0167					
Depreciation Schedule						
Other						

PROJECTED BALANCE SHEETS

	START UP	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
CURRENT ASSETS	517 (K) 51	127111	,,	1,22,000	C SALL CO.	, 🔾
Cash	10,000.00					
Accounts Receivable		8,400.00	10,200.00	10,500.00	10,800.00	11,500.00
Inventories		1,000.00	1,500.00	2,000.00	2,500.00	3,000.00
Income Tax Receivable			·	i i		
Other						
Total	10,000.00	9,400.00	11,700.00	12,500.00	13,300.00	14,500.00
FIXED ASSETS						
Land		-		•		*
Collection/Distribution System	2,200,000.00	2,200,000.00	2,200,000.00	2,200,000.00	2,200,000.00	220,000.00
Buildings						
Equipment	30,000.00	30,000.00	30,000.00	30,000,00	30,000.00	30,000.00
Other						
Less: Accum. Depreciation or		-50,000.00	-49,200.00	-47,996.00	-46,170.00	-44,553.00
Reserves						
Total	2,226,300.00	2,180,000.00	2,130,000.00	2,088,002.00	2,043,345.00	2,010,362.00
TOTAL ASSETS						
CURRENT LIABILITIES	4					
Accounts Payable	0.00	5,500.00	5,700.00	5,750.00	5,900,00	6,100.00
Notes Payable, Current	0.00					
Accrued Expenses	0.00					
Other		1,000.00	1,000.00	1,000.00	1,000.00	1,000,00
Total	1,000.00	6,500.00	6,700.00	6,750.00	6,900.00	7,100.00
LONGTERM LIABILITIES						
Notes Payable, Long-term						
Other						
TOTAL LIABILITIES		0.00	0.00	0.00	0.00	0.00
OWNER'S EQUITY						
Paid in Capital						
Retained Equity						
Other						
Current Period Profit or Loss		3,700.00	4,780.00	6,188.00	7,271.00	8,356.00
TOTAL OWNER'S EQUITY	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
TOTAL LIABILITIES AND EQUITY		25,900.00	28,400.00	29,200.00	30,000.00	31,200.00
WORKING CAPITAL	0,00	0.00	0.00	0.00	0.00	0.00
CURRENT RATIO						
DEBT TO EQUITY RATIO						
EQUITY TO TOTAL ASSETS						

ATTACHMENT THIRTEEN HOOD WATER ACKNOWLEDGEMENT

NOTARIZED ACKNOWLEDGMENT ATTACHMENT THIRTEEN

ACKNOWLEDGMENT

STATE OF TEXAS			
COUNTY OF PARKER.			

BEFORE ME, the undersigned authority, personally appeared Harvey Ike Thomas, Agent, on behalf of Hood Water, LLC, Granbury, Texas, who hereby states that the attached Business Plan for Hood Water, LLC, Silverado on the Brazos Water Supply Project, dated September 5, 2017, was prepared under my direction and that I am responsible for the accuracy of the information presented therein.

Harvey Ike Thomas Hood Water, LLC

Harvey The Thomas
Printed Name

LUCRETIA DEGARMO
Holory Public, State of Texas
My Commission Expires
June 27, 2018

Notary Public in and for THE STATE OF TEXAS

My Commission Expires: _

Signature 7

Typed or Printed Name of Notary

On the 54 day of 8 1. 2017

OATH

STATE OF	TEXAS	
COUNTY OF	PARKER (1)	Magno 7000 O
I, HARVEY IKE	ication as OWNER	,being duly sworn, (Indicate relationship to Applicant,
		ficer of corporation, or other authorized
		ty, I am qualified and authorized to file are with the maps and financial information
filed with this	is application, and have complied wil	h all the requirements contained in this
		and matters set forth therein are true and ide in good faith and that this application
	plicate any filing presently before the	
•	• •	not been changed, altered or amended
from its origi	inal form. epresent that the Applicant will p	rovide continuous and adequate
		ants for service within its certificated
service area	ea.	
		my De Vede
	•	(Utility's Authorized Representative)
	t to this form is any person other than r its attorney, a properly verified Pov	n the sole owner, partner, officer of the ver of Attorney must be enclosed.
SUBSCRIBER	D AND SWORN TO REFORE ME a No	tary Public in and for the State of Texas,
This day		inver: 20 17
		(besia Cherry a
SEAL	CARRIE YOUNG NOTARY PUBLIC	NOTARY PUBLIC IN AND FOR THE
4	STATE OF TEXAS ID # 12955616-7	STATE OF TEXAS
	My Conum Expires 09-11-2021	
		Marrie Maria
		PRINT OR TYPE NAME OF NOVARY
	·	
	MY CO	MMISSION EXPIRES $9-11-2021$

Application to Obtain or Amend a Water or Sewer Certificate of Convenience and Necessity, 9/1/14 (formerly TCEQ form 10362) Page 12 of 25

HOOD WATER LLC, INITIAL CUSTOMERS WITHIN THE SLIVERADO ON THE BRAZOS SUBDIVISION

PAGE 1 OF 2

1	INL SLIVERA	DO ON THE BRAZUS SUB	1		
	Last Name	First Name	Phone	Ship To Street1	Weatherford, Tx 76087
1	Anderson	Margaret & R. Harry	620-272-1066	103 N. Ridgeoak Ct.	Weatherford, Tx 76087
1	Anderson	Michelle & Steve	361-550-8924	254 Carter Ranch Trail	Weatherford, Tx 76087
1	Anderson	Glen	512-924-4798	0	
1	Bates	Kimberly & Duane	0	126 Silver Saddle Dr.	Weatherford, Tx 76087
1	Berry	Rebecca & Johnathan	0	1010 Cactus Rio Dr.	Weatherford, Tx 76087
1	Bouma	Regina & Bobby	910-922-1859	502 Cactus Rio Dr.	Weatherford, Tx 76087
1	Carter	Carolyn & Craig	956-371-4221	1013 Cactus Rio Dr.	Weatherford, Tx 76087
1	Childers	Gaylon	817-683-4401	1501 Silverado Dr.	Weatherford, Tx 76087
1	Darks	Lori & Don	443-553-7012	140 Coleman Ln.	Weatherford, Tx 76087
1	Davis	Lisa & Jeff	817-594-1712	2391 Cactus Rio Ln	Weatherford, Tx 76087
1	Downing	Bridgit & Gary	817-372-5071	103 Cutting Horse Ct.	Weatherford, Tx 76087
1	Ellington	Angela & Jack	817-808-7564	154 Silver Saddle Cir.	Weatherford, Tx 76087
1	Fields	Karen & Gary	817-594-1768	1410 Silverado Dr.	Weatherford, Tx 76087
1	Gerety	Cassie & James	432-967-3030	0	
1	Glasgow	Amy & Walter	817-613-0266	781 Silver Spur Dr.	Weatherford, Tx 76087
1	Greenwood	Deborah & Paul	817-599-6150	100 Cutting Horse Ct	Weatherford, Tx 76087
1	Grimland	Lana Calhoun & Kris	817-565-3888	650 Silver Spur	Weatherford, Tx 76087
1	Harris	Sean & Tiffany	817-946-1158		
1	Hayley	Devyn & Richard	817-594-6076	175 Old Ranch Ct	Weatherford, Tx 76087
1	Huffman	Rebekah & Dennis	817-596-2974	127 N. Ridgeoak Ct.	Weatherford, Tx 76087
1	Hurst	Carol & Steve	817-598-0327	2411 Cactus Rio Ln.	Weatherford, Tx 76087
1	Johnson	Becky & David	817-613-9644	2312 Cactus Rio Lane	Weatherford, Tx 76087
1	Jordan	Doris & Walker	817-594-0413	583 Cactus Rio Dr.	Weatherford, Tx 76087
1	Klinker	Michelle & Bill	817-505-5130	Lot 14 blk 1 phase IV	Weatherford, Tx 76087
1	Lipsky	Shyla Oliver & Steve	817-599-3408	127 River Oak Ct	Weatherford, Tx 76087
1	Lombard	Bertha & Berton	701-690-8311	1601 Silverado Dr.	Weatherford, Tx 76087
1	Maclaskey	Kelly & Stacy	817-964-8539	1403 Silverado Dr.	Weatherford, Tx 76087
1	Matthews	Sheri & Jeffery	916-549-8555	114 S. Ridgeoak Ct.	Weatherford, Tx 76087
	МсВее	Kristi	817-974-9123	322 S Ridgeoak Ct	Weatherford, Tx 76087
1	McPhearson	Vicki & Jeff	817-694-8945	2365 Cactus Rio Ln.	Weatherford, Tx 76087
1	Merritt	Cynthis & John	818-669-9778	108 Cutting Horse Ct.	Weatherford, Tx 76087
1	Mills	Dolores & Gary	817-594-4188	2410 Cactus Rio Ln.	Weatherford, Tx 76087
1	Plowman	Colleen & Todd	817-781-0736	0	
1	Putman	Marge & Ron	432-559-8776	Cactus Rio	Weatherford, Tx 76087
1	Reed	Lavoy	817-341-2796	2362 Cactus Rio Ln.	Weatherford, Tx 76087
1	Richter	Gloria & Edmund	713-557-3244	191 Silver Saddle Cir.	Weatherford, Tx 76087
1	Rogers	Cindy & Byron	678-776-6932	201 Silverado Dr.	Weatherford, Tx 76087
1	Romack	Deborah & Stan	817-613-1719	1211 Cactus Rio Dr.	Weatherford, Tx 76087
1	Rommel	Jill Mackie & Ryan	214-543-2025	701 Cactus Rio Dr.	Weatherford, Tx 76087
1	Ross	Donna & Gary	337-661-5555	206 Hacienda Dr.	Weatherford, Tx 76087
1	Roven	Stephanie & Chuck	310-786-8963	400 Yukon Ct.	Weatherford, Tx 76087
1	Schoenfeld	Shelly	405-818-4343	119 Trace Drive	Weatherford, Tx 76087
1	Scott	Beverley & Terry	817-599-0988	272 Yukon Ct.	Weatherford, Tx 76087

			817-480-9656		PAGE 2 OF 2
			405-248-7600		
			817-599-9150		
1	Smith	Pamela	817-565-7121	100 N. Ridgeoak Ct.	Weatherford, Tx 76087
1	Smith	Tara J & Philip M	817-980-3834	203 N. Riverbuck Ct.	Weatherford, Tx 76087
1	Steege	Pamela & Dale	405-627-6834	1721 Silverado Dr.	Weatherford, Tx 76087
1	Stockstill	Nanette & Charles	940-727-8999	414 Cactus Rio Dr.	Weatherford, Tx 76087
1	Struhs	Elizabeth Falconer & Tor	903-348-1232	362 S. Ridgeoak Ct.	Weatherford, Tx 76087
1	Thomas	Robin K & Larry w	602-689-4975	170 N. Ridgeoak Ct.	Weatherford, Tx 76087
1	Warder	Janice & Lee		2381 Silverado Dr	Weatherford, Tx 76087
1	Woods	William & Lynne		257 Silver Spur Dr.	Weatherford, Tx 76087
1	Wright	Kimberly & Gary		1803 Silverado Dr.	Weatherford, Tx 76087

Hood Water, LLC Water Utility Tariff Page 1

WATER UTILITY TARIFF

FOR

Hood Water, LLC -110 N Crockett St -10 N Crocket

_ Granbury, TX 76048__

(817) 279-0999

This tariff is effective for utility operations under the following Certificate(s) of Convenience and Necessity:

application pending

This tariff is effective in the following county(ies):

Hood

This tariff is effective in the following cities or unincorporated towns (if any):

None

This tariff is effective in the following subdivisions or systems:

_Cresson Crossroads

This tariff is effective in the following PWS:

None issued yet

TABLE OF CONTENTS

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

SECTION		PAGE
1.0	RATE SCHEDULE	<u>2</u>
2.0	SERVICE RULES	<u>6</u>
3.0	EXTENSION POLICY	<u>15</u>
4.0 APPENDIX A	DROUGHT CONTINGENCY PLANSERVICE AGREEMENTS StandardTemporary Construction (non-potable)	 <u>33</u>

SECTION 1.0 - RATE SCHEDULE

Section 1.01 - Rates

	Monthly Minimum	<u>Charge</u>
Meter Size	(INCLUDING -0- GAL	
LUE	\$47.50	
5/8"x3/4"	\$47.50	\$ 5.50 per 1000 gal.
3/4"	\$68.50	first 5,000 gallons
1"	\$113.50	\$6.50 per 1000 gal.
1 1/2"	\$227.50	next 10,000 gal.
2"	\$360.00	\$7.00 per 1000 gai
3" turbine	\$796.00	thereafter
4" turbine	\$1,370.00	

LUE = a residential customer residing in an apartment, condominium, manufactured home or other similar dwelling with little or no yard or opportunity to use outside water so that all water consumed through the meter can reasonably be presumed to be used for human consumption as defined by 30 TAC 290.38. LUE customers are required to have a consumption of less than 10 gpm or they shall be billed at a 5/8" x 3/4" meter rate or such other larger meter rate as their actual consumption is tested to be.

MASTER METER GALLONAGE CHARGES The monthly gallonage charge for a customer receiving service through a large size master meter for the benefit of multiple consuming facilities under his control, i.e., manufactured home lots, apartments, office buildings, etc., shall be calculated by multiplying the potential number of units served by the incremental gallonage blocks before the escalation of unit charges. For example, an apartment with ten units may consume 100,000 gallons during a month before its gallonage charge is escalated from \$5.50 per 1,000 gallons to \$7.00 per 1,000 gallons.

DEVELOPER OPERATING CHARGE A developer requesting the construction of a new utility system who does not pay all of the cost of plant constructed to serve that development shall be billed each month for the incremental difference between the revenues collected for utility services rendered and \$3,500 or other amount mutually agreed to. This charge shall cease when utility service revenues collected from consumers in that new development exceed \$3,500 or other amount agreed to for three consecutive months excluding July through September or five consecutive months including July through September. This charge shall be implemented only where the developer voluntarily agrees to pay it in a service, construction or extension contract.

REGULATORY ASSESSMENT

1.0%

A REGULATORY ASSESSMENT, EQUAL TO ONE PERCENT OF THE CHARGE FOR RETAIL WATER SERVICE ONLY, SHALL BE COLLECTED FROM EACH RETAIL CUSTOMER

RATES LISTED ARE EFFECTIVE ONLY IF THIS PAGE HAS TCEQ APPROVAL STAMP

SECTION 1.0 - RATE SCHEDULE

FORM OF PAYMENT: THE UTILITY WILL ACCEPT THE FOLLOWING FORM(S) OF PAYMENT:

Cash x, Check x, Money Order x, Discovery, MasterCard, Visa (THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.)

Section 1.02 - Miscellaneous Fees

TAP FEE 5/8 x 3/4" meter — in rocky soil \$800.00
TAP FEE 5/8 x 3/4" meter — in sand or loam \$650.00

Plus unique costs at actual cost where permitted by TCEQ rule

LARGE METER TAP FEE

Actual Cost

TAP FEE IS BASED ON THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METERS LARGER THAN STANDARD 1" METER.

RECONNECTION FEE

THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS:

a) Non payment of bill (Maximum \$25.00) \$25.00 b) Customer's request \$45.00

OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF

TRANSFER FEE \$45.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

LATE CHARGE \$5.00 or 10%

A ONE-TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE \$25.00

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50) \$50.00

CUSTOMER DEPOSIT OTHER 1/6TH EST. ANNUAL BILL

SEASONAL RECONNECTION FEE Base rate for meter size times number

of months off the system not to exceed six months when leave and return within

a twelve month period

METER RELOCATION FEE Actual cost to relocate that meter

RATES LISTED ARE EFFECTIVE ONLY IF THIS PAGE HAS TOEQ APPROVAL STAMP

SECTION 1.0 - RATE SCHEDULE

Section 1.02 - Miscellaneous Fees (Continue)

PURCHASED WATER / UNDERGROUND WATER DISTRICT FEE PASS THROUGH CLAUSE:

Changes in fees imposed by any wholesale water supplier or underground water district having jurisdiction over the Utility shall be passed through as an adjustment to the water gallonage charge according to the formula:

AG = G+B/(1-L). Where:

AG = adjusted gallonage charge, rounded to nearest one cent

G = approved per 1,000 gallon gallonage charge

B = change in district fee (per 1,000 gallons)

METER TEST FEE (actual cost of testing the meter up to).... \$25.00

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY

TEMPORARY WATER RATE:

Unless otherwise superseded by TCEQ order or rule, if the Utility is ordered by a court or governmental body of competent jurisdiction to reduce its pumpage, production or water sales, the Utility shall be authorized to increase its approved gallonage charge according to the formula:

TGC = cgc + (prr)(cqc)(r)(1.0-r)

Where.

TGC = temporary gallonage charge cgc = current gallonage charge r = water use reduction expressed as a decimal

fraction (the pumping restrictions prr = percentage of revenues to be recovered expressed as a decimal fraction (i.e. 100% = 1.0), for

this tariff prr shall equal 0.5.

To implement the Temporary Water Rate, the utility must comply with all notice and other requirements of 30 T.A.C. 291.21(I).

RATES LISTED ARE EFFECTIVE ONLY IF THIS PAGE HAS TOEQ APPROVAL STAMP

SECTION 1.0 - RATE SCHEDULE

Section 1.02 - Miscellaneous Fees (Continue)

LINE EXTENSION AND CONSTRUCTION CHARGES:

Refer to Section 2.20 Specific Utility Service Rules and Section 3.20 Utility Specific Extension Policy for terms, conditions, and charges.

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE CLAUSE:

Increases in inspection fees and water testing costs imposed by state or federal law may be passed through as an adjustment to the monthly base rate charge under the terms and conditions of 30 T.A.C. 291.21(k)(2) after notice to the public and the TCEQ.

RATES LISTED ARE EFFECTIVE ONLY IF THIS PAGE HAS TOEQ APPROVAL STAMP

SECTION 2.0 - SERVICE RULES AND REGULATIONS

The utility will have the most current Texas Commission on Environmental Quality Rules, Chapter 291, Water Rates, available at its office for reference purposes. The Rules and this tariff shall be available for public inspection and reproduction at a reasonable cost. The latest Rules or Commission approved changes to the Rules supersede any rules or requirements in this tariff.

Section 2.02 - Application for and Provision of Water Service

All applications for service will be made on the utility's standard application or contract form (attached in the Appendix to this tariff) and will be signed by the applicant before water service is provided by the utility. A separate application or contract will be made for each service location.

After the applicant has met all the requirements, conditions and regulations for service, the utility will install tap, meter and utility cut-off valve and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service within five working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the utility will provide the applicant with a written explanation of the construction required and an expected date of service.

Where service has previously been provided, service will be reconnected within one working day after the applicant has met the requirements for reconnection.

The customer will be responsible for furnishing and laying the necessary customer service pipe from the meter location to the place of consumption. Customers may be required to install a customer owned cut-off valve on the customer's side of the meter or connection.

Section 2.03 - Refusal of Service

The utility may decline to serve an applicant until the applicant has complied with the regulations of the regulatory agencies (state and municipal regulations) and for the reasons outlined in the TCEQ Rules. In the event that the utility refuses to serve an applicant, the utility will inform the applicant in writing of the basis of its refusal. The utility is also required to inform the applicant a complaint may be filed with the Commission.

Section 2.04 - Customer Deposits

If a residential applicant cannot establish credit to the satisfaction of the utility, the applicant may be required to pay a deposit as provided for in Section 1.02 of this tariff. The utility will keep records of the deposit and credit interest in accordance with TCEQ Rules.

SECTION 2.0 - SERVICE RULES AND REGULATIONS (CONT.)

Section 2.04 - Customer Deposits (cont.)

Residential applicants 65 years of age or older may not be required to pay deposits unless the applicant has an outstanding account balance with the utility or another water or sewer utility which accrued within the last two years.

Nonresidential applicants who cannot establish credit to the satisfaction of the utility may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

Refund of deposit - If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any customer who has paid 18 consecutive billings without being delinquent.

Section 2.05 - Meter Requirements, Readings, and Testing

All water sold by the utility will be billed based on meter measurements. The utility will provide, install, own and maintain meters to measure amounts of water consumed by its customers. One meter is required for each residential, commercial or industrial facility in accordance with the TCEQ Rules.

Service meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period unless otherwise authorized by the Commission.

Meter tests. The utility will, upon the request of a customer, and, if the customer so desires, in his or her presence or in that of his or her authorized representative, make without charge a test of the accuracy of the customer's meter. If the customer asks to observe the test, the test will be made during the utility's normal working hours at a time convenient to the customer. Whenever possible, the test will be made on the customer's premises, but may, at the utility's discretion, be made at the utility's testing facility. If within a period of two years the customer requests a new test, the utility will make the test, but if the meter is found to be within the accuracy standards established by the American Water Works Association, the utility will charge the customer a fee which reflects the cost to test the meter up to a maximum \$25 for a residential customer. Following the completion of any requested test, the utility will promptly advise the customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

SECTION 2.0 - SERVICE RULES AND REGULATIONS (CONT.)

Section 2.06 - Billing

Bills from the utility will be mailed monthly unless otherwise authorized by the Commission. The due date of bills for utility service will be at least sixteen (16) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the utility will constitute proof of the date of issuance. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at the utility or the utility's authorized payment agency by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next business day after the due date.

A late penalty of either \$5.00 will be charged on bills received after the due date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. The utility must maintain a record of the date of mailing to charge the late penalty.

Each bill will provide all information required by the TCEQ Rules. For each of the systems it operates, the utility will maintain and note on the monthly bill a telephone number (or numbers), which may be reached by a local call by customers. At the utility's option, a toll-free telephone number or the equivalent may be provided.

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that a complaint may be filed with the Commission.

Section 2.07 - Service Disconnection

Utility service may be disconnected if the bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 10 days after the notice is mailed or hand delivered.

The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing or hand delivery in accordance with the TCEQ Rules.

SECTION 2.0 - SERVICE RULES AND REGULATIONS (CONT.)

Section 2.08 - Reconnection of Service

Utility service may also be disconnected without notice for reasons as described in the TCEQ Rules.

Utility personnel must be available to collect payments and to reconnect service on the day of and the day after any disconnection of service unless service was disconnected at the customer's request or due to a hazardous condition.

Service will be reconnected within 36 hours after the past due bill and any other outstanding charges are paid or correction of the conditions that caused service to be disconnected.

Section 2.09 - Service Interruptions

The utility will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the utility will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the utility will keep a complete record of all interruptions, both emergency and scheduled and will notify the Commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice will explain the cause of the interruptions.

<u>Prorated Bills</u> - If service is interrupted or seriously impaired for 24 consecutive hours or more, the utility will prorate the monthly base bill in proportion to the time service was not available to reflect this loss of service.

Section 2.10 - Quality of Service

The utility will plan, furnish, and maintain production, treatment, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all reasonable consumer uses. Unless otherwise authorized by the Commission, the utility will maintain facilities as described in the Texas Commission on Environmental Quality Rules and Regulations for Public Water Systems.

Section 2.11 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the utility's response, the utility must advise the complainant that he has recourse through the Texas Commission on Environmental Quality complaint process. Pending resolution of a complaint, the commission may require continuation or restoration of service.

SECTION 2.0 - SERVICE RULES AND REGULATIONS (CONT.)

The utility will maintain a record of all complaints, which shows the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS

This section contains specific utility service rules in addition to the rules previously listed under Section 2.0. It must be reviewed and approved by the Commission and in compliance with TCEQ Rules to be effective.

The utility adopts the administrative rules of the Texas Commission on Environmental Quality, as the same may be amended from time to time, as its company specific service rules and regulations. These rules will be kept on file at the company's offices for customer inspection during regular business hours. In the event of a conflict between the TCEQ's amended rules and the provisions of this tariff, the amended rules shall prevail. Where necessary, any conflicting provision of this tariff shall be deemed to have been superseded by the TCEQ rule in question to the degree that the Utility may conduct its lawful business in conformance with all requirements of said rule. Any cost or charge not expressly provided in this tariff but which is otherwise recoverable by TCEQ rule shall be deemed to be included herein by reference due to the utility's adoption of such rule as part of its tariff. All TCEQ rules are available for public inspection 24/7 via the Internet on the TCEQ's website and the Texas Secretary of State's Texas Administrative Code website.

All payments for utility service shall be delivered or mailed to the utility's business office. If the business office fails to receive payment prior to the time of noticed disconnection for non-payment of a delinquent account, service will be terminated as scheduled. Utility service crews shall not be allowed to collect payments on customer accounts in the field.

Payment of an account by any means that has been dishonored and returned by the payor or payee's bank, shall be deemed delinquent. All returned payments must be redeemed with cash or valid money order. If a customer has two returned payments within a twelve month period, the customer shall be required to pay a deposit if one has not already been paid and make future payments by cash or valid money order for a period of twelve months.

Customers shall not be allowed to use the utility's cutoff valve on the utility's side of the meter. Existing customers may install cutoff valves on their side of the meter and are encouraged to do so. All new customers must install customer-owned and -maintained cutoff valves on their side of the meter.

SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (CONT.)

All non-residential customers requiring a greater than 1" meter or any customer with irrigation or fire fighting systems, must install backflow prevention devices which have been approved by the utility or its consulting engineers on each of their customer service lines.

Customer shall be liable for any damage or injury to utility-owned property or personnel shown to be caused by the customer, his invitees, his agents, his employees, or others directly under his control.

Limitation on Product/Service Liability - Public water utilities are required to deliver water to the customer's side of the meter or service connection that meets the potability and pressure standards of the Texas Commission on Environmental Quality. The utility will not accept liability for any injury or damage to individuals or their property occurring on the customer's side of the meter when the water delivered meets these state standards. The utility makes no representations or warranties (expressed or implied) that customer's appliances will not be damaged by disruptions of or fluctuations in water service whatever the cause. The utility will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God, (2) acts of third parties not subject to the control of the utility if the utility has undertaken such preventive measures as are required by TCEQ rules, (3) electrical power failures in water systems not required by TCEQ rule to have auxiliary power supplies, or (4) termination of water service pursuant to the utility's tariff and the TCEQ's rules. The utility is not required by law and does not provide fire prevention or fire fighting services. The utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies. The utility will accept liability for any injury or damage to individuals or their property directly caused by defective utility plant (leaking water lines or meters) or the repairs to or construction of the utility's facilities.

If the services of a registered professional engineer are required as a result of an application for serviced received by the Utility for service to that applicant's service extension only, such engineer will be selected by the Utility and the applicant, and the applicant shall bear all expenses incurred therein.

If an applicant requires service other than the standard service provided by the utility, such applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in providing the standard service and connection. Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction (as may be allowed by TCEQ rule) for the actual costs of any additional facilities required to maintain compliance with the Texas Commission on Environmental Quality minimum design criteria for water production, treatment, pumping, storage and transmission.

SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (CONT.)

Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall have the right to appeal such costs to the TCEQ or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's or existing customer's property(ies) is located.

Tap fees may be increased by the cost of road bores where pavement cuts are not permitted or other unique costs not normally incurred as may be permitted by 30 T. A. C. 291.85(a)(1)(C).

The Utility adopts the Uniform Plumbing Code pursuant to TCEQ Rule 290.26(i). The piping and other equipment on the premises furnished by the customer will be maintained by the customer at all times in conformity with the requirements of the TCEQ, the Uniform Plumbing Code and with the service rules and regulations of the Utility. The customer will bring out his service line to his property line at the point on the customer's property mutually acceptable to the customer and the Utility subject to such requirements as may exist by TCEQ rule. No water service smaller than 5/8" will be connected. No pipe or pipe fitting which contains more than 8.0% lead can be used for the installation or repair of plumbing at any connection that provides water for human use. No solder or flux which contains more than 0.2% lead can be used at any connection which provides water for human use.

The utility will have the right of access to the customer's premises at all times reasonable for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. The customer shall allow the utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours. The customer may require any utility representative, employee, contractor, or agent seeking to make such entry identify themselves, their affiliation with the utility, and the purpose of their entry.

Threats to utility personnel or other actions which prevent the lawful conduct of utility business on utility property, easements or rights of entry exist may result in discontinuance of utility service until the condition is corrected or the threat is permanently removed.

SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (CONT.)

Threats to or assaults upon utility personnel shall result in criminal prosecution.

Except in cases where the customer has a contract with the utility for reserve or auxiliary service, no other water service will be used by the customer on the same installation in conjunction with the utility's service, either by means of a cross-over valve or any other connection. Customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises. Two places shall not be permitted to be supplied with one service pipe where there is a water main abutting the premises.

No connection shall be allowed which allows water to be returned to the public drinking water supply. No backflow prevention device shall be permitted to be installed in the customer's plumbing without notice to and written permission from the utility. Any backflow prevention devices so installed shall be inspected annually by a licensed backflow prevention devise inspector or appropriately licensed plumber and a written report of such inspection delivered to the utility.

No application, agreement or contract for service may be assigned or transferred without the written consent of the utility.

It is agreed and understood that any and all meters, water lines and other equipment furnished by the utility (excepting the customer's individual service lines from the point of connection to customer's structures on customer's premises) are and shall remain the sole property of the utility, and nothing contained herein or in a contract/application for service shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any customer. All tap and extension charges shall be for the privilege of connecting to said water lines and for installation, not purchase, of said meters and lines.

Applicants for service at new consuming facilities or facilities which have undergone extensive plumbing modifications are required to deliver to the Utility a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazards to public health and safety. Service may be denied until the certificate is received or any identified violations or hazards are remedied. The Utility is not required to perform these inspections for the applicant/customer, but will assist the applicant/customer to locate and obtain the services of a licensed inspector in a timely manner. When potential sources of contamination are identified which, in the opinion of the inspector or the Utility, require the installation of a state-approved backflow prevention device, such back flow prevention device shall be installed on the customer's service line or other necessary plumbing facilities by an appropriately licensed plumber/back flow prevention device specialist at the customer's expense. The backflow prevention device shall be maintained by the customer at his expense and inspected annually by a licensed inspector. Copies of the annual inspection report must be provided to the Utility. Failure to comply with this requirement may

SECTION 2.20 - SPECIFIC UTILITY SERVICE RULES AND REGULATIONS (CONT.)

constitute grounds for termination of water service with notice.

All customers or service applicants shall provide access to meters and utility cutoff valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply. Access to meters and cutoff valves shall be controlled by the provisions of 30 TAC 291.89(c).

Where necessary to serve an applicant's property, the Utility may require the applicant to provide it a permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant and adjacent land owners inside the Utility's certificated service area. Such easement(s) shall not be used for the construction of production, storage or pressure facilities unless they are needed for adequate service to that applicant.

Service applicants may be required to comply with any pre-condition to receiving service not printed herein as may exist under TCEQ rule (customer service, health and safety, water conservation, or environmental), USEPA rule, TWDB rule, local water or conservation district rule or health department rule. Existing customer shall be required to comply with such rules, including modification of their plumbing and/or consumption patterns, after notice.

SECTION 3.0 - EXTENSION POLICY

Section 3.01 - Standard Extension Requirements

LINE EXTENSION AND CONSTRUCTION CHARGES. No contribution in aid of construction may be required of any customer except as provided for in this approved extension policy.

The customer will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

The utility will bear the full cost of any oversizing of water mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional production, storage, or treatment facilities. Contributions in aid of construction may not be required of individual residential customers for production, storage, treatment or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

COST UTILITIES SHALL BEAR. Within its certificate area, the utility will pay the cost of the first 200 feet of any water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision. However, if the residential customer requesting service purchased the property after the developer was notified of the need to provide facilities to the utility, the utility may charge for the first 200 feet. The utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the utility's approved extension policy after receiving a written request from the utility.

Developers may be required to provide contributions in aid of construction in amounts to furnish the system with all facilities necessary to comply with the Texas Commission on Environmental Quality's Rules.

This section contains the utility's specific extension policy that complies with the requirements already stated under Section 3.01. It must be reviewed and approved by the Commission and in compliance with TCEQ Rules to be effective.

Residential customers not covered under Section 3.01 will be charged the equivalent of the costs of extending service to their property from the nearest transmission or distribution line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the full cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

Developers may be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with Texas Commission on Environmental Quality minimum design criteria for facilities used in the production, transmission, pumping, or treatment of water or Texas Commission on Environmental Quality minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

Residential customers not covered under Section 3.01 will be charged the equivalent of the costs of extending service to their property from the nearest transmission or distribution line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the full cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

The utility adopts the administrative rules of the Texas Commission on Environmental Quality, as amended from time to time, as its company specific extension policy. These rules will be kept on file at the company's business office for customer inspection during normal business hours. In the event of a conflict between the TCEQ's amended rules and the provisions of this tariff, the amended rules shall prevail. Where necessary, any conflicting provision of this tariff shall be deemed to have been superseded by the TCEQ rule in question to the degree that the Utility may conduct its lawful business in conformance with all requirements of said rule. Any cost or charge not expressly provided in this tariff but which is otherwise recoverable by TCEQ rule shall be deemed to be included herein by reference due to the utility's adoption of such rule as part of its tariff.

SECTION 3.20 - SPECIFIC UTILITY EXTENSION POLICY (CONT.)

When an individual residential applicant requires an extension of a main line beyond 200 feet, the charge to that applicant shall be the actual cost of such extension in excess of 200 feet, plus the applicable tap fee plus such other approved costs as may be provided in this tariff and/or TCEQ rules.

Residential tap fees may be increased by the actual cost of road bores (where pavement cuts are not permitted) or other unique costs not normally incurred as permitted by TCEQ rule. Larger meter taps shall be made at actual cost associated with that tap which shall include such extraordinary expenses.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 30 TAC 291.86(d) and this tariff. When a developer wishes to extend the system to prepare to service multiple new connections, the developer may be charged the cost of such extension, plus a pro-rata charge based upon the capacities of production, transmission, storage, pumping and treatment facilities, compliant with the Texas Commission on Environmental Quality minimum design criteria, which must be committed to such extension. As provided by 30 T.A.C. 291.85(e)(3), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the Texas Commission on Environmental Quality minimum design criteria for water production, treatment, pumping, storage and transmission.

Unless expressly exempted by TCEQ rule or order, each point of use (as defined by 30 TAC 291.3) must be individually metered.

The imposition of additional extension costs or charges as provided by Sections 2.20 and 3.20 of this tariff shall be subject to appeal as provided in this tariff, TCEQ rules, or the rules of such other regulatory authority as may have jurisdiction over the utility's rates and services. Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall have the right to appeal such costs to the TCEQ or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's property(ies) is located. Unless the TCEQ or other regulatory authority enters interlocutory orders to the contrary, service to the applicant may be delayed until resolved. such appeal is

The Utility will provide a written service application form to the applicant for each request for service received by the Utility's business offices. A separate application shall be required for each potential service location if more than one service connection is desired by any individual applicant. Service applications forms will be available for applicant pick up at the Utility's business office during normal weekday business hours. Service applications will be sent by prepaid first class United States mail to the address provided by the applicant upon request. Completed applications should be returned by hand delivery in case there are questions that might delay fulfilling the service request. Completed service applications may be submitted by mail if hand delivery is not possible.

The Utility shall serve each qualified service applicant within its certificated service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by TCEQ rules once the applicant has met all conditions precedent to achieving "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause and the anticipated date that service will be available. The TCEQ service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a qualified service applicant as defined herein or by TCEQ rules.

The Utility is not required to extend service to any applicant outside of its certificated service area and will only do so, at the Utility's sole option, under terms and conditions mutually agreeable to the Utility and the applicant and upon extension of the Utility's certificated service area boundaries by the TCEQ. Service applicants may be required to bear the cost of the service area amendment.

A "qualified service applicant" is an applicant who has: (1) met all of the Utility's requirements of service contained in this tariff, TCEQ rules and/or TCEQ order, (2) has made all payments for tap fees and extension charges, (3) has provided all necessary easements and rights-of-way necessary to provide service to the requested location, including staking said easements or rights-of-way where necessary, (4) delivered an executed customer service inspection certificate to the Utility or executed a temporary non-potable water service agreement for interim construction service and (5) has executed a customer service application for each location to which service is being requested.

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a tap be made. The tap request must be accompanied with a plat, map, diagram or written metes and bounds description of precisely where the applicant desires each tap or service connection is to be made and,

SECTION 3.20 - SPECIFIC UTILITY EXTENSION POLICY (CONT.)

if necessary, where the meter is to be installed, along the applicant's property line. The actual point of connection and meter installation must be readily accessible to Utility personnel for inspection, servicing and meter reading while being reasonably secure from damage by vehicles and mowers. If the Utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the Utility's near service main with adequate capacity to service the applicant's full potential service demand. If the tap or service connection cannot be made at the applicant's desired location, it will be made at another location mutually acceptable to the applicant and the Utility. If no agreement on location can be made, applicant may refers the matter to the TCEQ for resolution. Unless otherwise ordered by the TCEQ, the tap or service connection will not be made until the location dispute is resolved.

The Utility shall require a developer (as defined by TCEQ rule) to provide permanent recorded public utility easements as a condition of service to any location within the developer's property. The Developer shall be required to obtain all necessary easements and rights-of-way required to extend the Utility's existing service facilities from their nearest point with adequate service capacity (as prescribed by TCEQ rules and local service conditions) to and throughout the Developer's property. The easements shall be sufficient to allow the construction, installation, repair, maintenance, testing, and replacement of any and all utility plant necessary to provide continuous and adequate service to each and every potential service location within the property at full occupancy. Unless otherwise restricted by law, well plant sites shall convey with unrestricted rights to produce water for public drinking water supply. Developers shall be required to provide sanitary control easements acceptable to the TCEQ for each water well site to be located within their property or otherwise being obtained to serve their property. Unless otherwise agreed to by the Utility, pipe line right-of-way easements must be at least 15 feet wide to allow adequate room to facilitate backhoe and other heavy equipment operation and meters. Easements or fee simple title must be provided for all production, storage, treatment, pressurization and disposal sites that are sufficient to construct and maintain all weather roads as prescribed by TCEQ rules. All easements shall be evidenced, at Developer's expense, by recorded county-approved subdivision plat or by specific assignment supported by metes and bounds survey from a surveyor licensed by the State of Texas.

Prior to the extension of utility service to developers (as defined by TCEQ rules) or new subdivisions, the Developer shall comply with the following:

(a) The Developer shall make a written request for service to property that is to be subdivided and developed. The Developer shall submit to the Utility a proposed plat on a scale of one inch (13) to two hundred feet (200') for review and determination of required easements, utility plant, and plant location. If sewer service is requested, the plat must contain elevation data. A reconcilable deposit in an amount set by the Utility may be required to cover preliminary

engineering, legal and copy cost to be incurred by the Utility in reviewing and planning to meet this service request. The plat and/or accompanying information shall identify the type, location and number of houses and other planned structures that will be requiring utility service. If other than residential structures are to be located on the property, all other types of anticipated businesses and their service demands shall be identified with specificity. All areas requiring special irrigation and/or other unique water demands must be identified. To the extent reasonably possible, this information must be precise so that adequate facilities can be designed and constructed to meet all future service demands without hazard to the public, other utility customers and/or the environment.

- (b) After the requirements of easements and rights-of-way have been determined, a red line copy will be returned by the Utility to the Developer for final plat preparation.
- (c) Copies of all proposed plats and plans must be submitted to the Utility prior to their submission to the county for approval to insure that they are compatible with the adequate long-term utility needs of potential service customers. Copies will be returned after review by the Utility so that necessary changes may be incorporated into the Developer's final submitted plat(s) and plans.
- (d) Copies of all proposed deed restrictions, covenants, or other property restrictions running with the land shall be submitted to the Utility for review and comment. Developer shall, by deed restrictions, covenants, or other property restrictions running with the land, prohibit the installation of private water systems or other facilities which might create a hazard or point of pollutant entry to any water-bearing sand, aquifer, strata, stream, river, lake or other public water supply source to be used by the Utility to serve its certificated service area.
- (e) The Utility shall be provided with three (3) certified copies of the final plat(s) approved by the County Commissioners Court. At this time, the Utility will begin engineering the facilities necessary to serve the property. Plans and specifications will be prepared and submitted to the TCEQ by the Utility if required by law. If further plat or plans changes are necessary to accommodate the specific service needs of the property and the anticipated customer demands, the Developer will be so notified. Plat amendments must be obtained by the Developer. The Developer shall be notified when all required TCEQ or other governmental approvals or permits have been received. No construction of utility plant which requires prior TCEQ plans approval shall be commenced until that approval has been received by the Utility and any conditions imposed by the TCEQ in

association with its approvals have been satisfied.

- (f) The Developer may be required to post bond or escrow the funds necessary to construct all required utility plant, except individual taps, meters and sewer connections, required to serve the property. Construction may not commence until funds are available. If the construction is to be done in coordination with the phased development of the property, funds may be required in advance that are sufficient to complete each phase. No phase or facilities for any phase shall be constructed before the bonding or escrowing of all funds associated with that phase, if required by the Utility.
- (g) At the sole option of the Utility, the Developer may be required to execute a Developer Extension Contract setting forth all terms and conditions of extending service to their property including all contributions-in-aid of construction and developer reimbursements, if any.
- (h) The Utility may require the Developer to commence construction of subdivision improvements within three (3) months of utility plans approval or the Utility may abate its construction activities until full development construction begins. If the Developer stops construction of subdivision improvements for any purpose, the Utility may abate its construction for a similar period.
- (i) As soon as the roads are rough cut and prior to paving, extension lines will need to be constructed at each road crossing. The Developer must notify the Utility sufficiently in advance of this development stage to allow for the necessary utility construction without disruption to other service operations of the Utility. Failure to provide adequate advance notice and cooperation in the construction of necessary utility plant may result in additional delays in obtaining service to the property. The Developer may be required to pay for all additional costs of road boring or other remedial construction necessary to install adequate utility plant throughout the affected property.
- (j) The Developer, not the Utility, shall insure that Developer's employees, agents, contractors and others under its control coordinate their work or construction throughout the property with the Utility to insure the orderly and timely construction of all utility plant necessary to serve the public. Developer shall be charged with insuring the safe keeping and protection of materials delivered to the construction site before their installation.

Within its certificated area, the Utility shall bear the cost of the first 200 feet of any water main or sewer collection line necessary to extend service to an individual residential service applicant within a platted subdivision unless the Utility can document;

- (a) that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the Utility's approved extension policy after receiving a written request from the Utility; or,
- (b) that the Developer defaulted on the terms and conditions of a written agreement or contract existing between the utility and the developer or the terms of this tariff regarding payment for services, extensions, or other requirements; or in the event the Developer declared bankruptcy and was therefore unable to meet obligations; and,
- (c) that the residential service applicant purchased the property from the Developer after the Developer was notified of the need to provide facilities to the utility. A residential service applicant may be charged the remaining costs of extending service to his property; provided, however, that the residential service applicant may only be required to pay the cost equivalent to the cost of extending the nearest water main or wastewater collection line, whether or not that line has adequate capacity to serve that residential service applicant. The following criteria shall be considered to determine the residential service applicant's cost for extending service:
 - (1) the residential service applicant shall not be required to pay for costs of main extensions greater than 2" in diameter for water distribution and pressure wastewater collection lines and 6" in diameter for gravity wastewater lines.
 - (2) Exceptions may be granted by the TCEQ Executive Director if:
 - (A) adequate service cannot be provided to the applicant using the maximum line sizes listed due to distance or elevation, in which case, it shall be the utility's burden to justify that a larger diameter pipe is required for adequate service:
 - (B) larger minimum line sizes are required under subdivision platting requirements or applicable building codes.
 - (3) If an exception is granted, the Utility shall establish a proportional cost plan for the specific extension or a rebate plan which may be limited to seven years to return the portion of the applicant's costs for oversizing as new customers are added to ensure that future applicants for service on the line pay at least as much as the initial service applicant.

SECTION 3.20 - SPECIFIC UTILITY EXTENSION POLICY (CONT.)

For purposes of determining the costs that service applicants shall pay, commercial customers with service demands greater than residential customer demands in the certificated area, industrial, and wholesale customers shall be treated as developers. A service applicant requesting a one inch meter for a lawn sprinkler system to service a residential lot is not considered nonstandard service.

SECTION 4.0 - WATER RATIONING PROGRAM

DROUGHT CONTINGENCY PLAN FOR THE INVESTOR OWNED UTILITY

Hood Water, LLC LLC . (Name of utility)

110 N Crockett St Granbury,

Texas 76048

(Address, City, Zip Code)

pending (CCN#)

pending (PWS #s)

October 30, 2017 (Date)

Section 1 Declaration of Policy, Purpose, and Intent

(Signature)

In cases of extreme drought, periods of abnormally high usage, system contamination, extended reduction in ability to supply water due to equipment failure or other emergencies, temporary restrictions may be instituted to limit non-essential water usage. The purpose of the Drought Contingency Plan is to encourage customer conservation in order to maintain supply, storage, or pressure or to comply with the requirements of a court, government agency or other authority.

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of Hood	water,	LLC,	request	а	minor	tariff	amer	dment	to	include	the	enclosed	Drought
Continge	ncy Pla	n.	·										•

(Date)

Section 2 Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by:

x scheduling and providing public notice of a public meeting to accept input on the Plan.

The meeting took place at:

Date: Time: Location: Law Offices of Mark H. Zeppa, PC, 4833 Spicewood Springs Road, Ste. 202, Austin, Texas 78759-8436 This is a non-existent water system with no customers which will not have any consumers until the TCEQ issues South Central Water Co. a CCN. Future changes and revisions will be made after public input.

Section 3 Public Education

Hood Water, LLC will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage.

Drought plan information will be provided by:

x utility bill inserts and or impublic notification

Section 4 Coordination with Regional Water Planning Groups

The service area of the Hood Water, LLC is located within: Regional Water Planning Group B (RWPG). Hood Water, LLC has mailed a copy of this Plan to the RWPG.

Section 5 Notice Requirements

Written notice will be provided to each customer prior to implementation or termination of each stage of the water restriction program. Mailed notice must be given to each customer 72 hours prior to the start of water restriction. If notice is hand delivered, the utility cannot enforce the provisions of the plan for 24 hours after notice is provided. The written notice to customers will contain the following information:

- 1. the date restrictions will begin.
- 2. the circumstances that triggered the restrictions.
- 3. the stages of response and explanation of the restrictions to be implemented, and,
- 4. an explanation of the consequences for violations.

Section 6 Violations

Any Violations of Stages III or IV of the Drought Contingency are as follows:

1. First violation - The customer will be notified by written notice of their specific violation.

2. Subsequent violations:

- 1. After written notice, the utility may install a flow restricting device in the line to limit the amount of water which will pass through the meter in a 24 hour period. The utility may charge the customer for the actual cost of installing and removing the flow restricting device, not to exceed \$50.00.
- After written notice, the utility may discontinue service at the meter. The normal reconnect fee of the utility will apply for restoration of service and the customer will be provided a copy of the Drought Contingency Plan. Further violations will result in additional disconnect fees.

Section 7 Exemptions or Variances

The utility may grant any customer an exemption or variance from the drought contingency plan for good cause **upon written request**. A customer who is refused an exemption or variance may appeal such action of the utility in writing to the Texas Commission on Environmental Quality. The utility will treat all customers equally concerning exemptions and variances, and shall not discriminate in granting exemptions and variances. No exemption or variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Section 8 Response Stages

Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, the utility will initially declare Stage I restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage II may be implemented with Stage III to follow if necessary.

STAGE I - CUSTOMER AWARENESS

Goal: Achieve a voluntary five (5) percent reduction in total water use when Stage I is in force.

Stage 1 will begin:

Every April 1st, the utility will mail a public notice to its customers.

No notice to TCEQ required.

Stage 1 will end:

Every September 30th, the utility will mail a public notice to its customers. No notice to TCEQ required.

Utility Measures:

This announcement will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file available for inspection by the TCEQ.

Voluntary Water Use Restrictions:

Water customers are requested to voluntarily limit the use of water for non-essential purposes and to practice water conservation.

STAGE II - VOLUNTARY WATER CONSERVATION:

Goal: Achieve a voluntary fifteen (15) percent reduction in total water use when Stage II is in force.

The water utility will implement Stage 2 when any one of the selected triggers is reached:

Supply Based Triggers

x For those systems where Hood Water, LLC purchases water from wholesalers, the wholesale supplier will formally notify Hood Water, LLC of one or more precipitating events triggering a stage of the wholesaler's Drought Contingency Plan. Upon enacting of a stage in the wholesaler's Drought Contingency Plan, Hood Water, LLC will correspondingly implement the same or equivalent stage in its service area.

Demand Based Triggers

x When total daily demand equals or exceeds **85%** of the daily well production capacity for three (3) consecutive days or **100 %** on a single day.

Permit Based Triggers

x For those Hood Water, LLC systems that are within the jurisdiction of a special district, the regulatory entity will formally notify Hood Water, LLC of one or more precipitating events triggering a stage of the entity's Drought Contingency Plan. Upon enacting of a stage in the Drought Contingency Plan, Hood Water, LLC will correspondingly implement the same or equivalent stage in its service area.

Upon initiation and termination of Stage 2, the utility will mail a public announcement to its customers. No notice to TCEQ required.

Requirements for termination

Stage 2 of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Utility Measures:

Visually inspect lines and repair leaks on a daily basis. Monthly review of customer use records and follow-up on any that have unusually high usage.

Cresson Crossroads, LLC.

POTABLE WATER SUPPLY CONTRACT

with Hood Water, LLC.

THE STATE OF TEXAS §
COUNTY OF HOOD §

THIS CONTRACT (the "Contract") made and entered into as of this <u>30th</u> day of <u>October</u>, 2017, by and between Hood Water, LLC. (Hood Water, LLC.), and Cresson Crossroads, LLC.,

WHEREAS, Hood Water, LLC. is desirous of obtaining an adequate and dependable water supply from Cresson Crossroads, LLC. to better serve the Silverado on the Brazos. subdivision; and

WHEREAS, Cresson Crossroads, LLC. has an existing potable water system and desires to assist Hood Water, LLC. in serving potable water to Silverado on the Brazos. subdivision pursuant to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Hood Water, LLC. and Cresson Crossroads, LLC. agree to the following terms and conditions.

- (a) "Annual Payment Period" means Hood Water, LLC fiscal year, which currently begins on <u>January 1st</u> of each calendar year and ends on <u>December 31st</u> of the same calendar year.
- (b) "Cresson Crossroads, LLC." means the Cresson Crossroads, LLC., Cresson Crossroads, LLC. Water System, Granbury, Texas.
- (c) "Hood Water, LLC." means Hood Water, LLC., Ltd, Hood Water, LLC. Water System, Granbury, Texas.
- (d) "System" means collectively the Existing System and the future improvements of Cresson Crossroads, LLC. for water storage, treatment, transportation, distribution, and supply, including all dams, reservoirs, and other properties or interests therein wherever located. Said terms do not include any of CResson Crossroads, LLC facilities which provide wastewater treatment or disposal services, or solid waste disposal services, of any kind.
- (e) "Water Year" means the period of January 1st of each calendar year through
 December 31st of the same calendar year or such other twelve (12) month period
 designated by Cresson Crossroads, LLC..
- (f) "Defined Facilities" means those water lines, valves, meters, connections, etc. on the Cresson Crossroads, LLC. side of the meter that are required for the interconnect of the Hood Water, LLC. water supply system with the Cresson Crossroads, LLC. water supply.

Section 2. QUANTITY. Cresson Crossroads, LLC. agrees to sell and to deliver treated water under this Contract to Hood Water, LLC. at its Point of Delivery as described in Section 5 hereof, and Hood Water, LLC. agrees to take at its Point of Delivery all water required for use by Hood Water, LLC.

Portable Water Contract - Cresson Crossroads, LLC

during the term of this Contract, including all treated water for Hood Water, LLC own use and distribution to any customers served by Hood Water, LLC water distribution system.

Cresson Crossroads, LLC. agrees to sell to Hood Water, LLC. treated water at quantities requested by Hood Water, LLC. not to exceed 300,000 gallons per month in each month. If Hood Water, LLC. should exceed the agreed-upon amount in any month then additional charges, as described in Section 8 of this Agreement, shall apply.

Cresson Crossroads, LLC. will use its best efforts to furnish and remain in a position to furnish treated water sufficient for all reasonable treated water requirements of Hood Water, LLC. to serve the Hood Water, LLC. subdivision, but its obligation shall be limited to the amount of treated water available to it from the System during routine operation. If treated water from the System must be rationed such rationing shall, within the limits permitted by law, be done by Cresson Crossroads, LLC. on an equal basis of the relative actual total amount of all treated water from the entire System taken by Cresson Crossroads, LLC. and any of its other customers, respectively, during the last preceding Annual Payment Period in which rationing among said customers was not necessary.

<u>Section 3.</u> OTHER CONTRACTS. Cresson Crossroads, LLC. reserves the right to supply treated water from the System to additional or other contracting parties as determined by the Cresson Crossroads, LLC..

Section 4. QUALITY. The water to be delivered by Cresson Crossroads, LLC. and received by Hood Water, LLC. shall be treated water from the System. Hood Water, LLC. has satisfied itself that such water will be suitable for its needs, but Cresson Crossroads, LLC. is obligated to treat such water so as to meet the standards of all State and Federal agencies having jurisdiction over water quality. Hood Water, LLC. and Cresson Crossroads, LLC. shall cooperate, each within its legal powers, in preventing, to the extent practicable, the pollution and contamination of the reservoirs and watersheds from which System water is obtained.

Section 5. POINT(S) OF DELIVERY. The Point of Delivery for Hood Water, LLC. shall be as follows: See Exhibit "A" attached.

Hood Water, LLC. shall construct, maintain, and operate, at its own cost and expense, all facilities and equipment necessary to receive and take all treated water delivered to it under this Contract

Section 6. MEASURING EQUIPMENT. Hood Water, LLC. shall furnish, and install at its own expense at the Point of Delivery(s) the necessary rate of flow equipment of a standard type approved by Cresson Crossroads, LLC. for measuring properly the quantity of treated water delivered under this agreement and such meter and other equipment so installed shall become the property of Cresson Crossroads, LLC.. Hood Water, LLC. shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by the employees or agents of Cresson Crossroads, LLC.' water management employees. For the purpose of this agreement the original record or reading of the meter shall be the journal or other record book of Cresson Crossroads, LLC. in its office in which the records of the employees or agents of Cresson Crossroads, LLC. in its office in which the records of the employees or agents of Cresson Crossroads, LLC. who take the reading or may be transcribed. Upon written request of Hood Water, LLC., Cresson Crossroads, LLC. will send it a copy of such journal or record book, or permit it to have access to the same in the office of Cresson Crossroads, LLC. during reasonable business hours.

If either party at any time observes a variation between the delivery meter and the check meter or meters, if any such check meter or meters shall be installed, such party will promptly notify the other party, and the parties hereto shall then cooperate to procure an immediate calibration test and joint observation of any adjustment and the same meter or meters shall then be adjusted to accuracy. Each party shall give the other party forty-eight (48) hours' notice of the time of all tests of meters so that the other party may conveniently have a representative present.

If upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (½) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any meters are out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

Hood Water, LLC. may, at it's own option and expense, install and operate a check meter to check each meter installed by Cresson Crossroads, LLC., the measurement of water for the purpose of this agreement shall be solely by the Cresson Crossroads, LLC. meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of Cresson Crossroads, LLC., but the reading, calibration and adjustment thereof shall be made only by Hood Water, LLC., except during any period when a check meter may be used under the provisions hereof for measuring the amount of water delivered, in which case the reading, calibration, and adjustment thereof shall be made by Cresson Crossroads, LLC. with like effect as if such check meter or meters had been furnished or installed by Cresson Crossroads, LLC..

Section 7. UNIT OF MEASUREMENT. The unit of measurement for treated water delivered under this Contract shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

Section 8. PRICE AND TERMS. The service to be performed under this Contract by Cresson Crossroads, LLC. consists of the delivery of water in accordance with the provisions of this Contract. Cresson Crossroads, LLC intention is to provide water to Hood Water, LLC. at the rate of \$3.00 per each 1000 gallons or the monthly minimum fee of \$1,000.00, whichever is greater. In the event Hood Water, LLC. exceeds the agreed-upon quantity, as set forth in Section 2 of this Agreement, the price for any excess water shall be two times (2x) the then current rate (e.g. \$7.00 per each 1000 gallons) for the duration of the month. Cresson Crossroads, LLC. will bill Hood Water, LLC on the first of each month for actual water metered at the end of the preceding month. Such payment will be due on or before the 10th of the month or fifteen (15) days after the invoice is postmarked, whichever is the later date.

Hood Water, LLC Portable Water Contract - Cresson Crossroads, LLC.

Liability for making payments as herein set forth shall commence on the date of execution of this Contract.

In the event that Hood Water, LLC shall fail to make any such monthly payment or annual payment within the time herein in this section specified, interest on such amount shall accrue at the rate of ten percent (10%) per annum from the date such payment becomes due until paid in full with the interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment became due, Cresson Crossroads, LLC. may at its option discontinue delivery of water until the amount due Cresson Crossroads, LLC. is paid in full with penalty as herein specified.

Section 9. TERM OF CONTRACT. This contract shall continue in force and effect for a period of five (5) years from the date of this Contract.

Section 10. MODIFICATION. This Contract may be changed or modified only with the consent of the governing bodies of both parties. No such changes or modifications may be made which will affect adversely the prompt payment when due of all monies required to be paid by Hood Water, LLC under the terms of this Contract.

Section 11. FORCE MAJEURE. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of Hood Water, LLC to make the payments required under Section 8 of this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, order of any kind of the Government of the United States, or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

Section 12. REGULATORY BODIES AND LAWS. This Contract is subject to all applicable Federal and State Laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum, having jurisdiction.

Section 13. NOTICES. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated

herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the address of the parties shall, until changed as hereinafter provided, be as follows:

If to Hood Water, LLC. for correspondence or billing:

Hood Water, LLC., Ltd. c/o Thomas Group P.O. Box 2337 Granbury, TX 76048

If to Cresson Crossroads, LLC. for correspondence or billing:

Cresson Crossroads, LLC. 110 N Crockett St Granbury, TX 76048

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other parties hereto.

Section 14. SEVERABILITY. The parties hereto specifically agree that in case any one or more of the sections, sub-sections, provisions, clauses, or words of this Contract or the application of such sections, sub-sections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention shall not affect any other sections, sub-sections, provisions, clauses, or words of this Contract or the applications of such sections, or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 15. VENUE. All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Hood County, Texas, which is the County in which the principal administrative offices of the Cresson Crossroads, LLC. are located. It is specifically agreed among the parties to this Contract that Hood County, Texas, is a principal place of performance of this Contract.

Section 16. OTHER CONDITIONS AND PROVISIONS.

(a) Operation and Maintenance of System. Cresson Crossroads, LLC. will continuously operate and maintain the System in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and expense.

Title to Water: Indemnification. Title to all water supplied to the Contracting Party shall be in the name of Cresson Crossroads, LLC. up to the Point of Delivery, at which

- point title shall pass to Hood Water, LLC. and Cresson Crossroads, LLC. shall save and hold each other harmless
- from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation and delivery of said water while title remains in such party.
- (b) Operating Expenses of Cresson Crossroads, LLC., represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary operating expenses of its system and that all such payments will be made from the revenues of its system. Cresson Crossroads, LLC. represents and has determined that the treated water supply to be obtained from the System. including the Projects and of the System facilities, is absolutely necessary and essential to the present and future operation of its water system and is the only available and adequate source of supply of treated water therefore, and accordingly, all payments required by this Contract to be made by Cresson Crossroads, LLC. shall constitute reasonable and necessary operating expenses of its respective system as described above, with the effect that the obligation to make such payments from revenues of such systems shall have priority over any obligation to make any payments from such revenues (whether of principal. interest, or otherwise) with respect to all bonds or other obligations heretofore or hereafter issued by such Cresson Crossroads, LLC..
- (c) Hood Water, LLC. Rate for Waterworks System. Hood Water, LLC. agrees through the term of this Contract to continuously operate and maintain its waterworks system, and to fix and collect such rates and charges for water services to be supplied by its waterworks system as aforesaid as will produce revenues in an amount equal to at least (i) all of its payments under this Contract and (ii) all other amounts required to be paid from said revenues by the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding.
- (d) Monthly Report on Water Consumption. Hood Water, LLC. agrees through the term of this Contract to furnish the Cresson Crossroads, LLC. with monthly water meter consumption values for Hood Water, LLC. water customers who are provided sewer services by the Cresson Crossroads, LLC., The Cresson Crossroads, LLC. will provide Hood Water, LLC. with a listing of addresses where sewer service is provided to known Hood Water, LLC. water customers.
- (e) "As Built" Engineering Construction Plans. Hood Water, LLC. agrees to provide the Cresson Crossroads, LLC. one (1) set of 11" x 17" "As Built" Mylar engineering construction plans for each point of delivery connection. Said plans shall be reviewed and approved by Cresson Crossroads, LLC.,

<u>Section 17.</u> WATER CONSERVATION. Hood Water, LLC. agrees to adopt and enforce any and all regulations generally related to water conservation as may be adopted or recommended by Cresson Crossroads, LLC. or required by the Texas Commission on Environmental Quality.

IN WITNESS WHEREOF, the parties hereto acting under the authority of their Respective governing bodies have caused this Contract to be duly executed in several counterparts, each which shall constitute an original, all as of the day and year first above written, which is the date of this contract.

Hood Water, LLC.

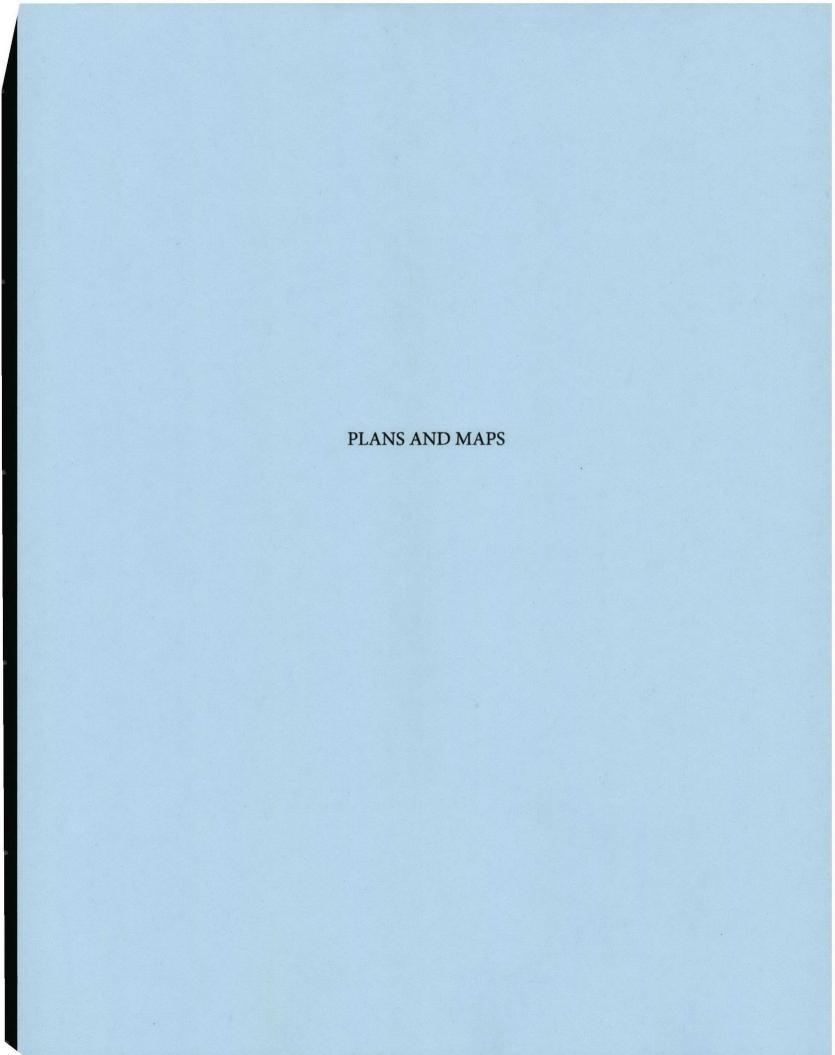
Manager: Ike Thomas

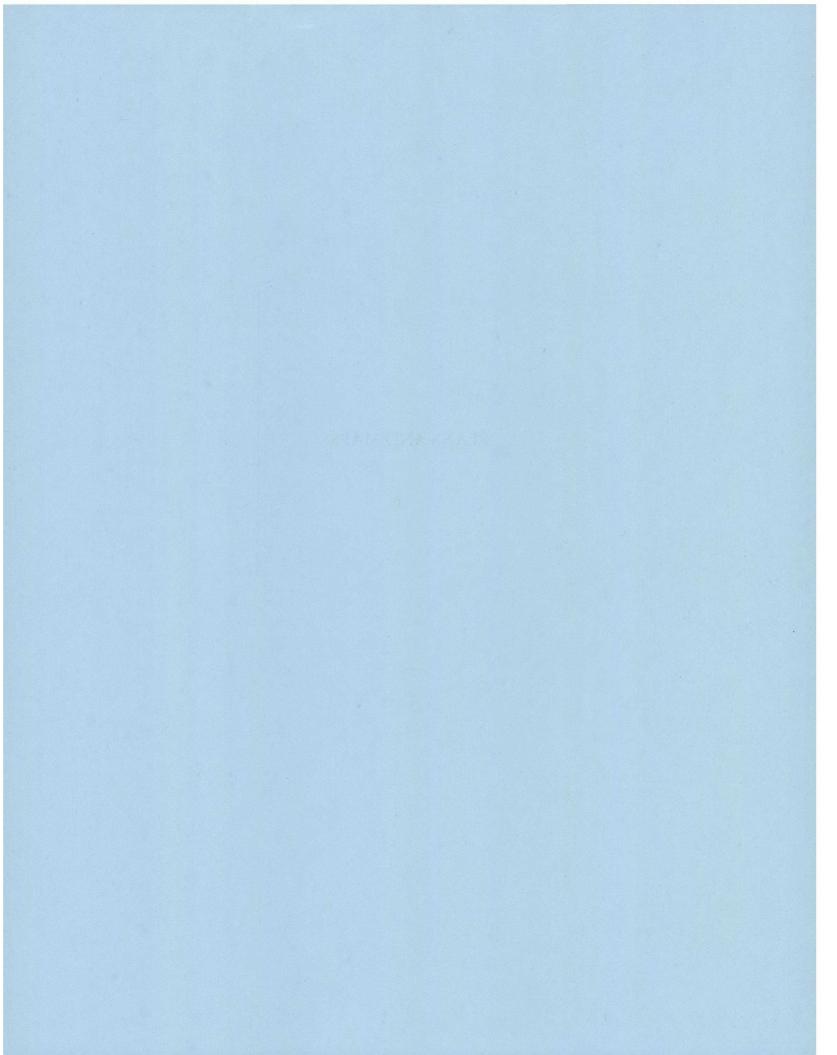
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Cresson Crossroads, LLC.

Manager: Ryan Thomas

Attest:





CONSTRUCTION PLANS

WATER SYSTEM IMPROVEMENTS

TO SERVE

SILVERADO ON THE BRAZOS

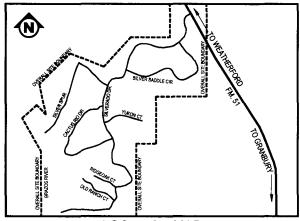
PARKER COUNTY, TEXAS

DEVELOPER

SILVERADO ON THE BRAZOS C/O PAUL GREENWOOD 100 CUTTING HORSE COURT WEATHERFORD, TX 76087

WATER UTILITY

HOOD WATER, LLC 10 N CROCKETT ST , 2ND FLOOR GRANBURY, TX 76048



LOCATION MAP

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.00	COVER SHEET		
01	ON-SITE MAP		
02	ON-SITE WATER LAYOUT SHEET 1 OF 4		
03	ON-SITE WATER LAYOUT SHEET 2 OF 4		
04	ON-SITE WATER LAYOUT SHEET 3 OF 4		
05	ON-SITE WATER LAYOUT SHEET 4 OF 4		
06	OFF-SITE WATER LAYOUT SHEET 1 OF 3		
07	OFF-SITE WATER LAYOUT SHEET 2 OF 3		
06	OFF-SITE WATER LAYOUT SHEET 3 OF 3		
09	WATER LINE CONSTRUCTION DETAIL SHEET 1 OF 2		
10	WATER LINE CONSTRUCTION DETAIL SHEET 2 OF 2		

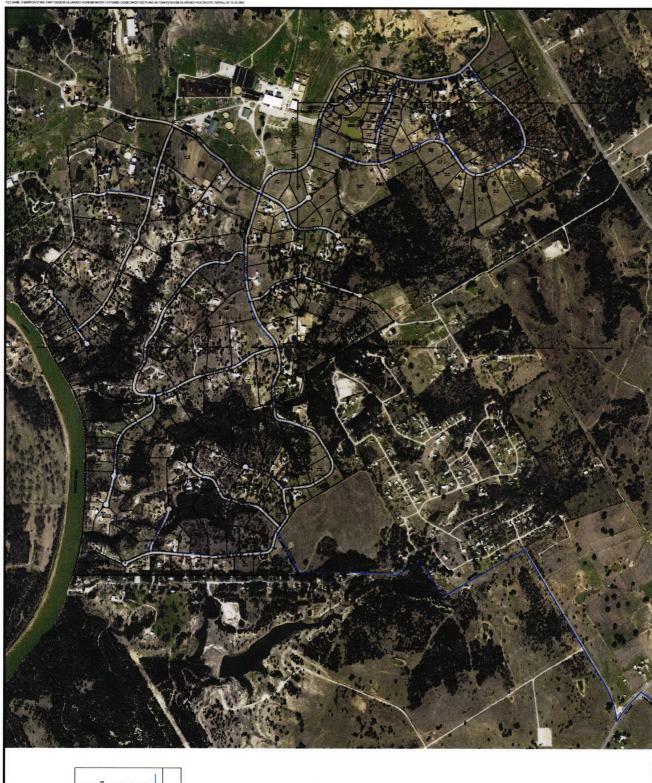


NOVEMBER 2017



6221 Southwest Boulevard, Suite 100 Fort Worth, Texas 76132 (O) 817 231 8100 (F) 817 231 8144 Texas Registered Engineering Firm F-10998 Texas Registered Survey Firm F-10194080 www.barronstark.com PLOTTED ON TOSCOTIGE STAM

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ONISITE MAP
SILVERADO
WATER SYSTEM
HOOD AND PARKER COUNTY, TEXAS
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CRESSON CRE



B Barron-Stark-Swift	
Consulting Engineers Together.	

	REVISIONS	
NO.	DESCRIPTION	DATE
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	REMOVED FROM FEARS	
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	NO.	NO. DESCRIPTION





ON-SITE WATER LINE SUMMARY

(6") LINE 1 - 7,440.36 LF (4") LINE 2 - 2,916.74 LF (4") LINE 3 - 725.94 LF (4") LINE 4 - 2,105.36 LF

(4") LINE 5 - 886.73 LF (4") LINE 5 - 886.73 LF (4") LINE 6 - 5,952.39 LF (4") LINE 7 - 2,428.56 LF (4") LINE 8 - 1,960.750 LF

(4") LINE 9 - 7,667.56 LF (4") LINE 10 - 1,146.67 LF

(4") LINE 11 - 965.62 LF (4") LINE 12 - 591.34 LF (4") LINE 13 - 10,960.93 LF

(4") LINE 14 - 673.42 LF (4") LINE 15 - 702.08 LF (4") LINE 16 - 193.38 LF SERVICE - 2,922.00 LF

(6") TOTAL - 7,440.36 LF (4") TOTAL - 42,798.81 LF

NUMBER OF ROAD BORES 65

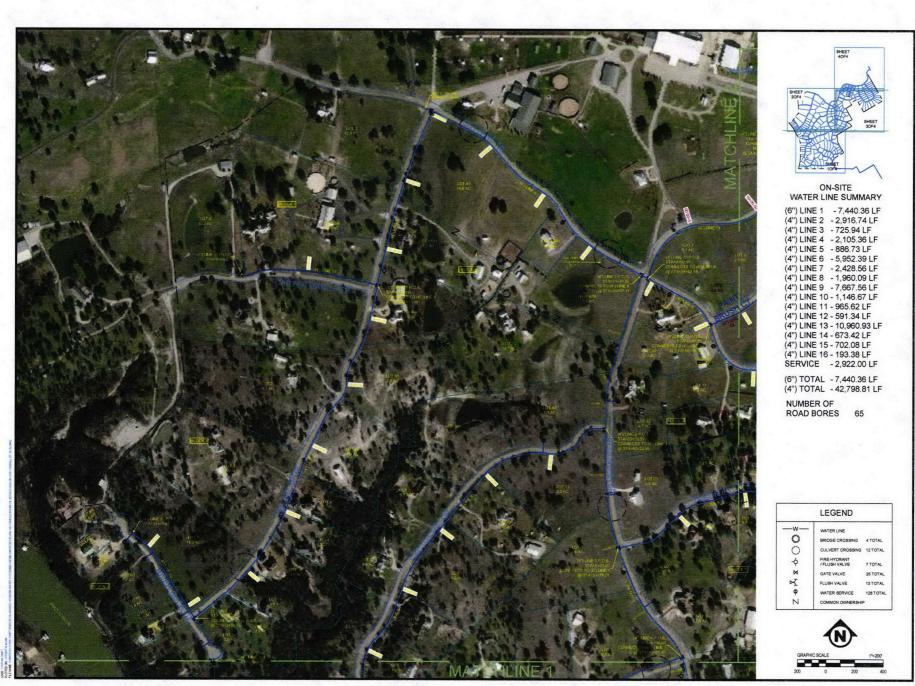
	LEGEND	
w	WATER LINE	
0	BRIDGE CROSSING	4 TOTAL
0	CULVERT CROSSING	12 TOTAL
4	FIRE HYDRANT / FLUSH VALVE	7 TOTAL
M	GATE VALVE	25 TOTAL
×	FLUSH VALVE	13 TOTAL
9	WATER SERVICE	128 TOTAL
N	COMMON OWNERSHIP	•



Barron-Stark-Swift
Consulting Engineers

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ON-SITE SILVERADO WATER SYSTEM



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ON-SITE SILVERADO WATER SYSTEM

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REVISIONS DATE.

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Barron-Stark-Swift Consulting Engineers Topics

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ON-SITE SILVERADO WATER SYSTEM

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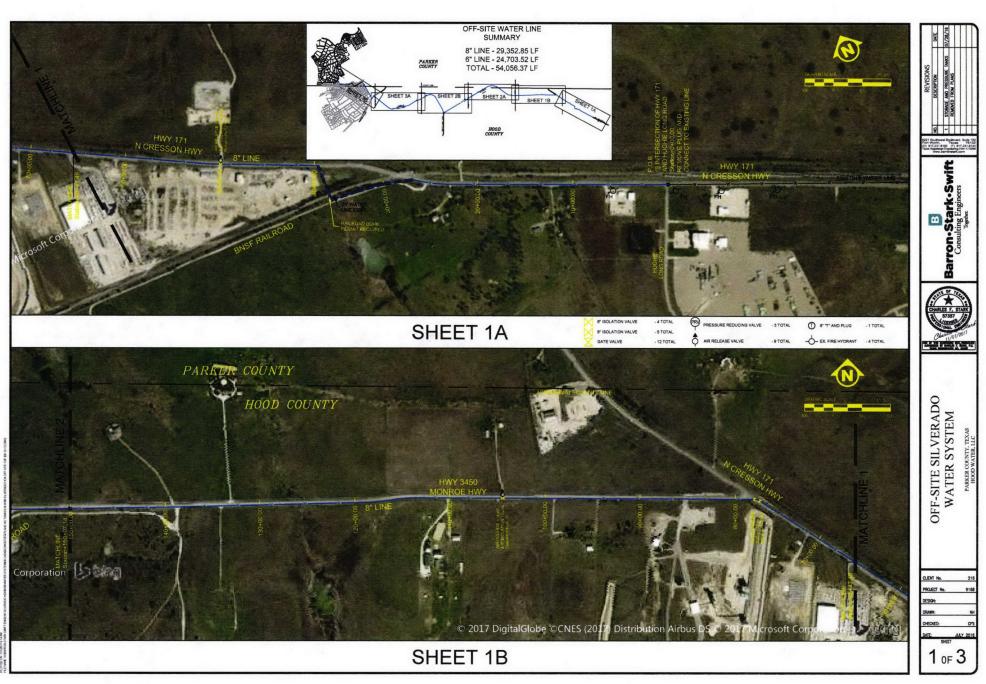
TYPICAL WATER LINE LAYOUT (NOT TO SCALE)

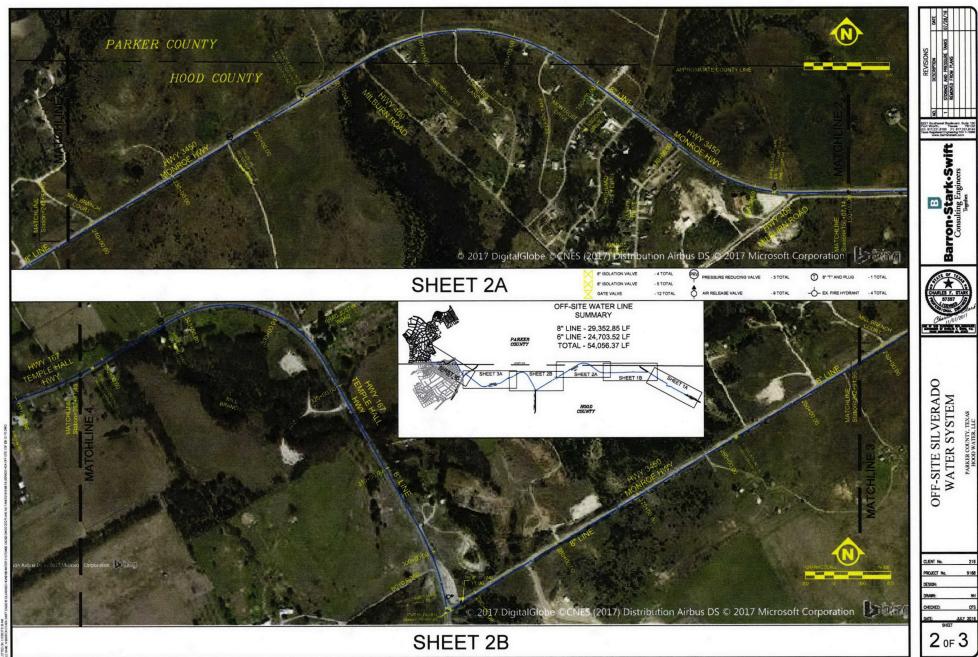
Barron-Stark-Swift
Consulting Engineers ON-SITE SILVERADO WATER SYSTEM

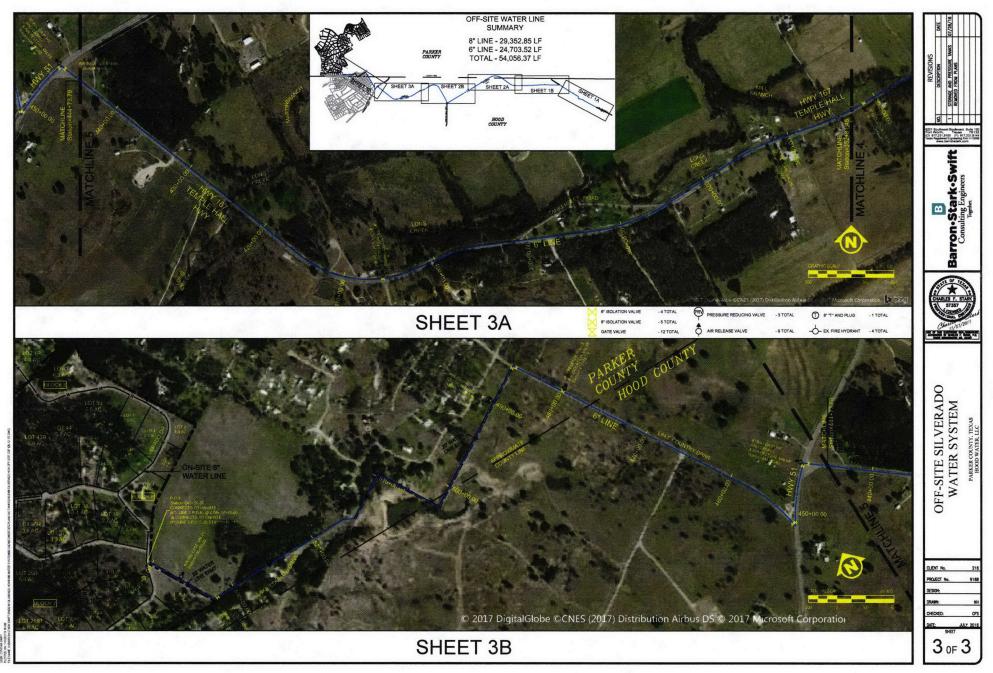
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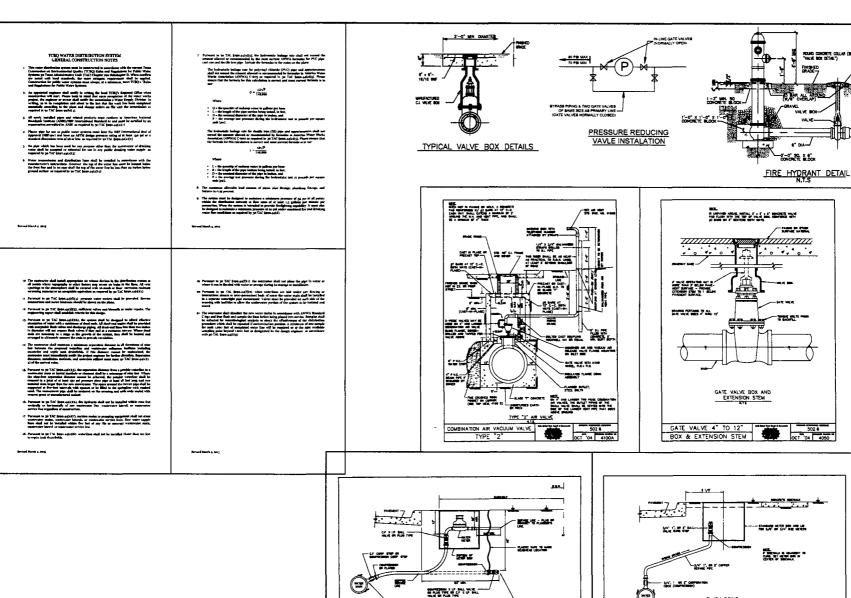
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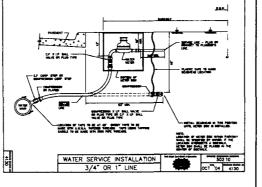
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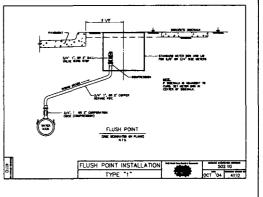












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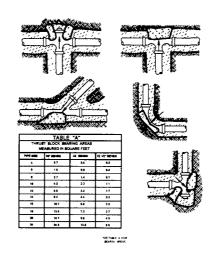
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Consulting Engineers



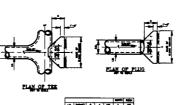
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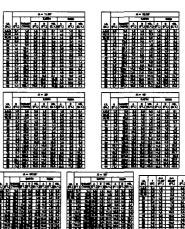


THRUST BLOCK DETAILS NTS

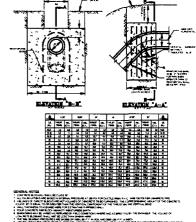




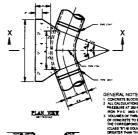
HORIZONTAL THRUST BLOCK AT TEES AND PLUGS



FOR HORIZONTAL THRUST BLOCK
@ PIPE BEND



VERTICAL THRUST BLOCK @ PIPE BEND



HORIZONTAL THRUST BLOCK AT PIPE BENDS





TABLES OF DIMENSIONS AND QUANTITIES

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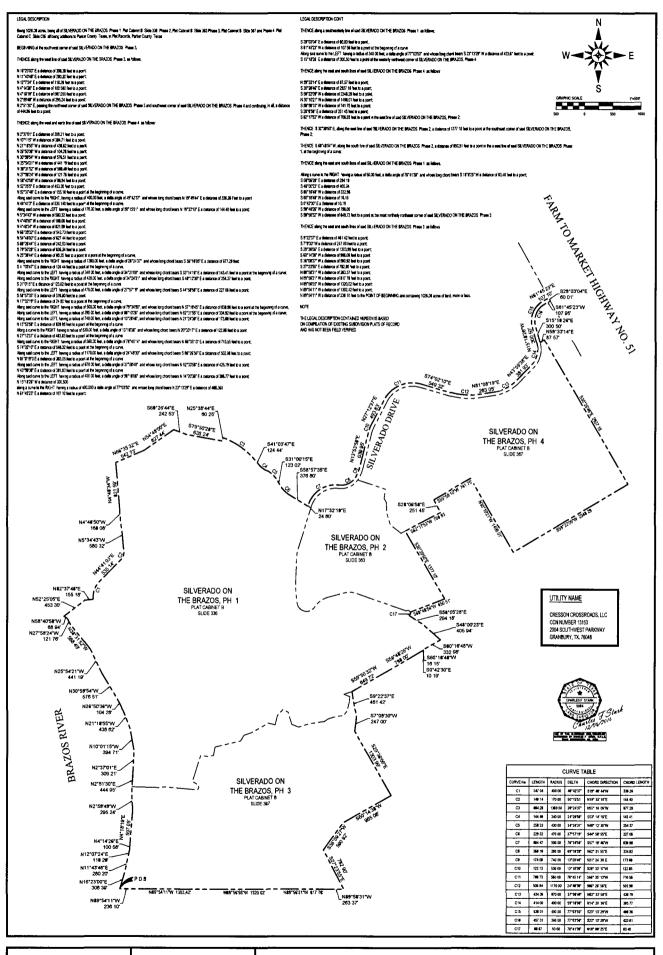
2 of 2

SILVERADO WATER SYSTEM TCEQ DETAILS 2 TECHNICAL SPECIFICATIONS

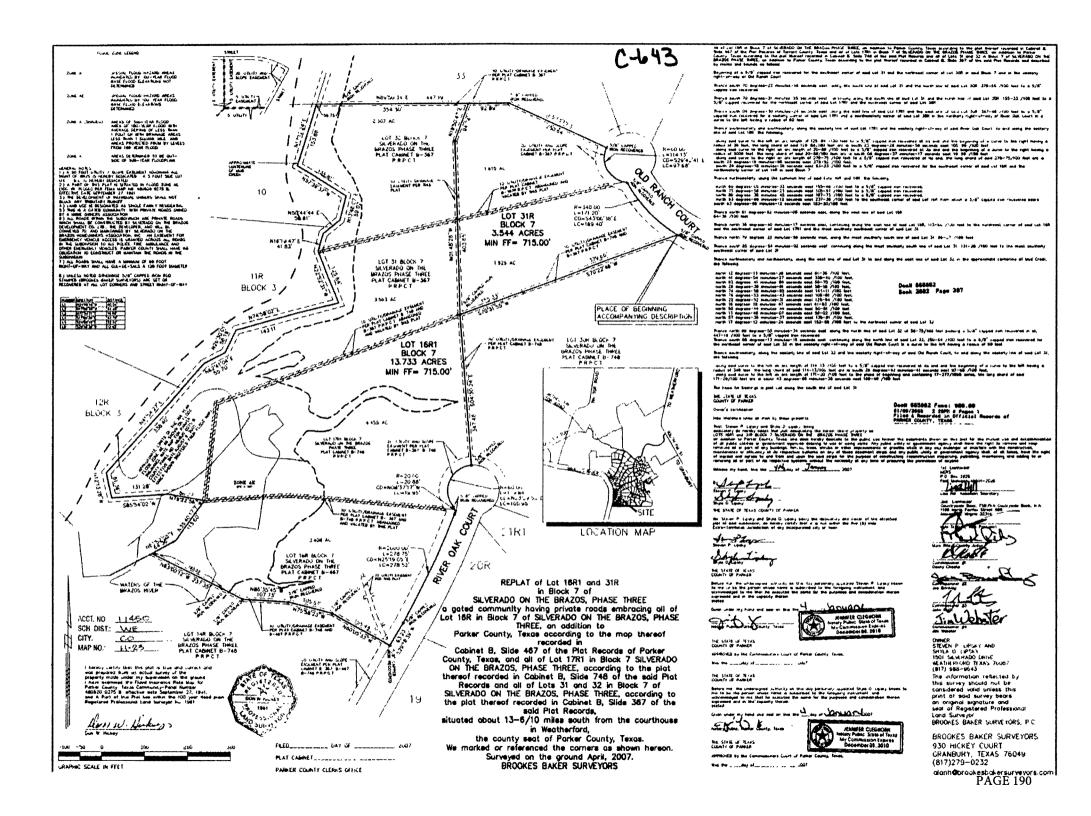
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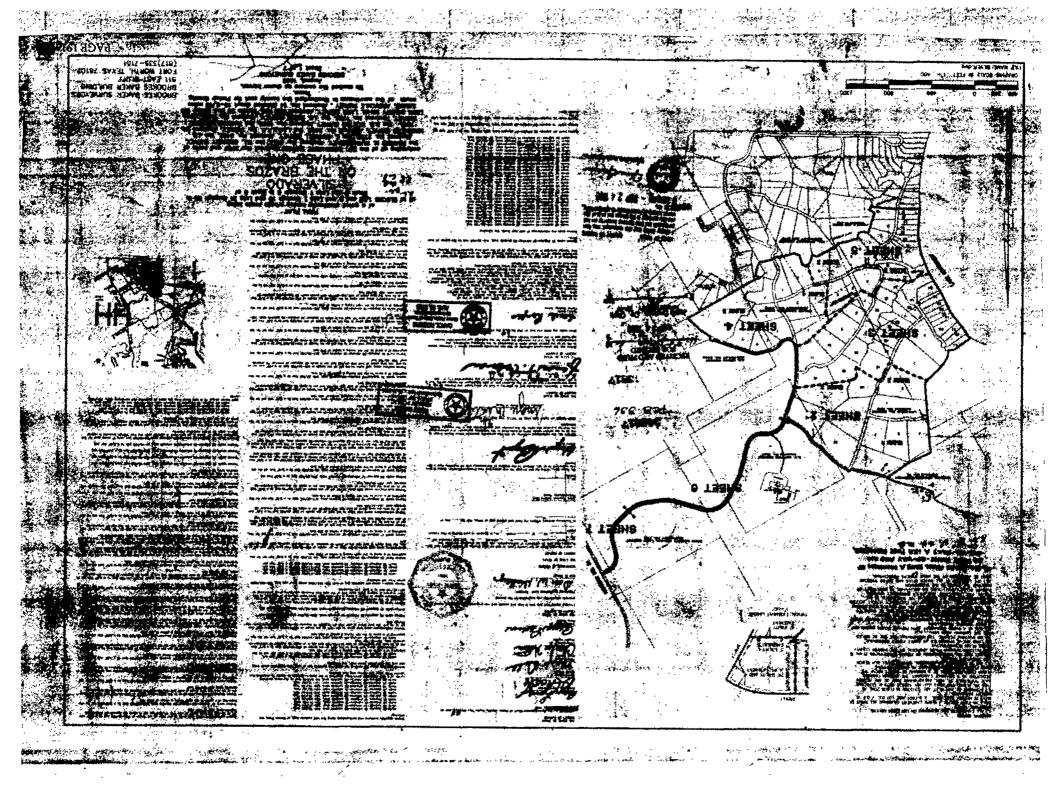
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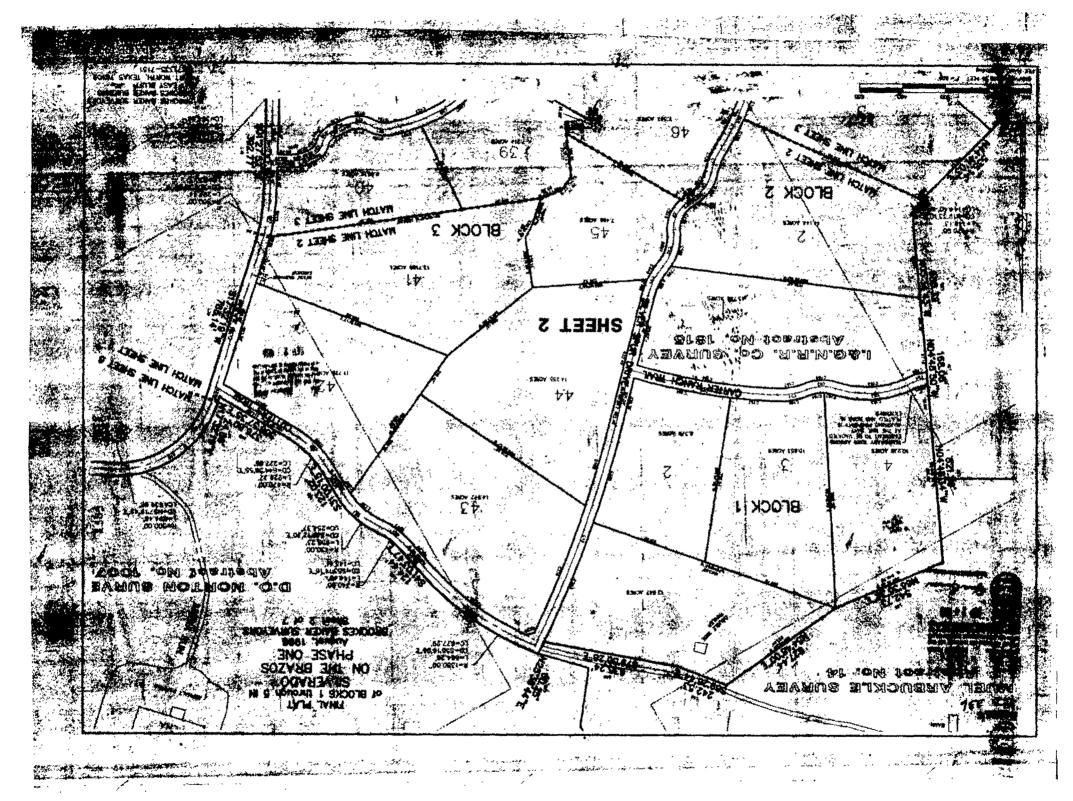
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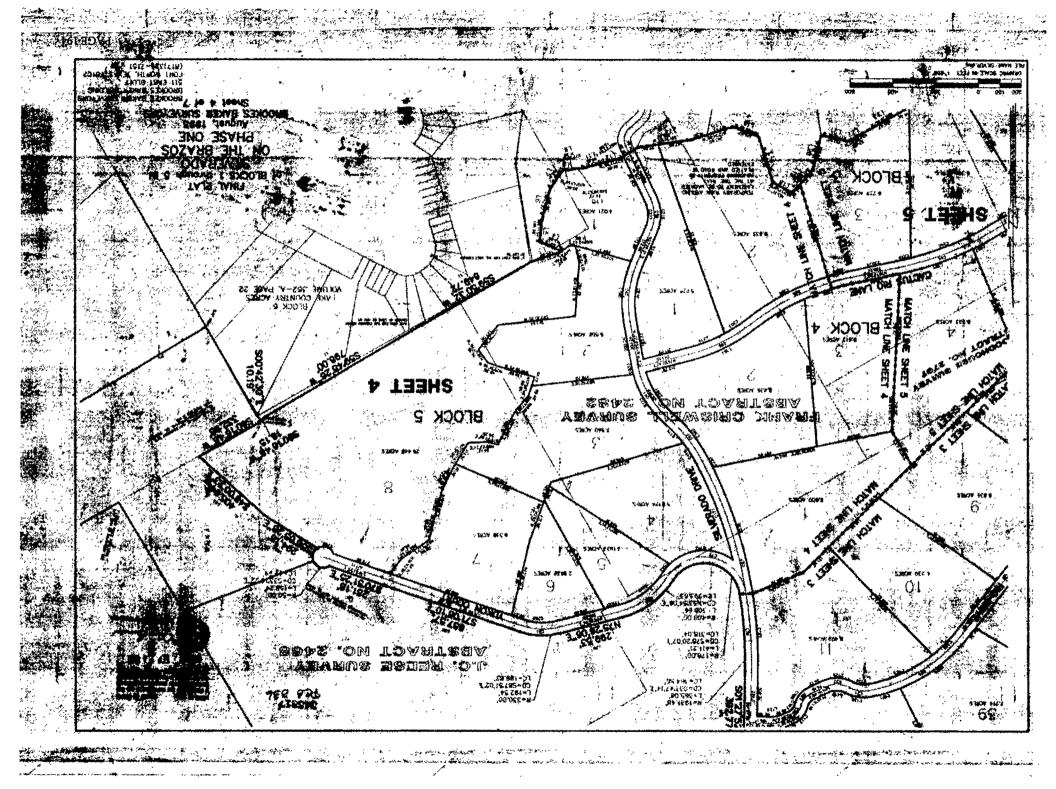


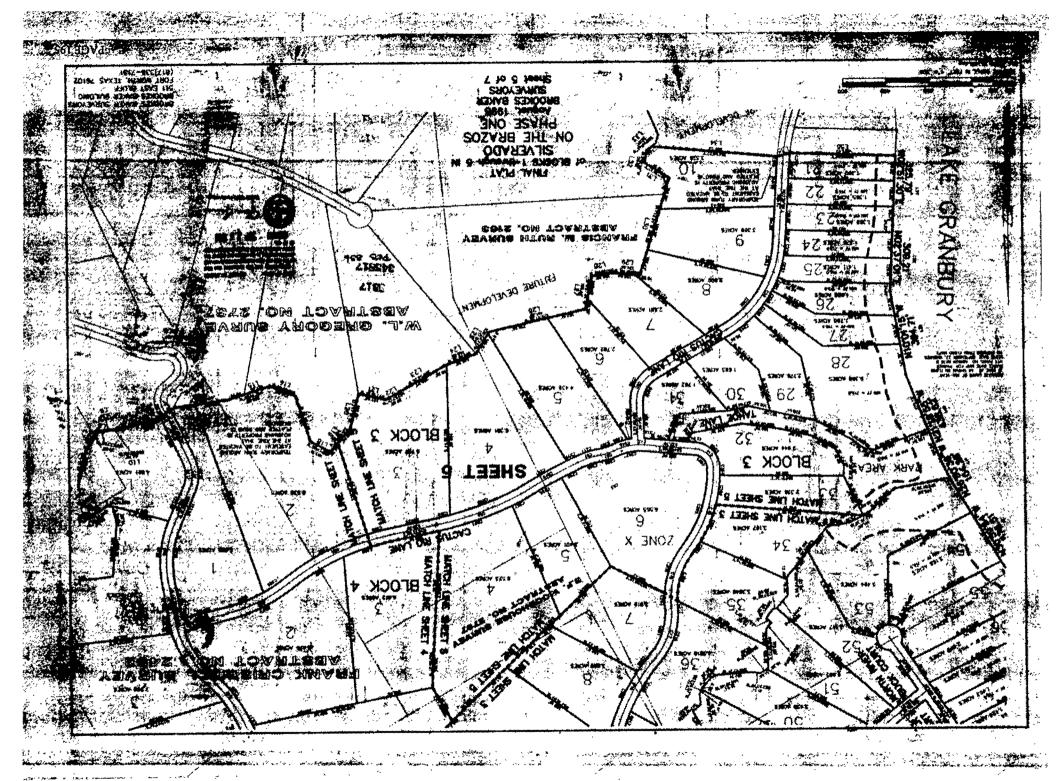
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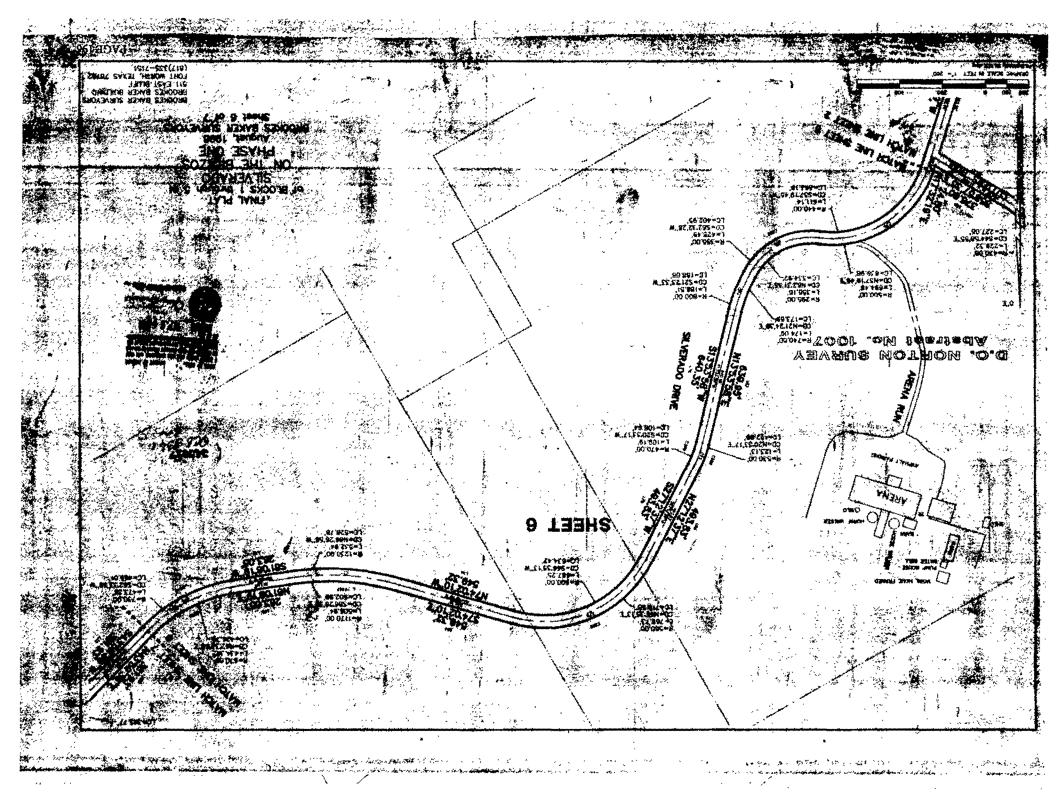


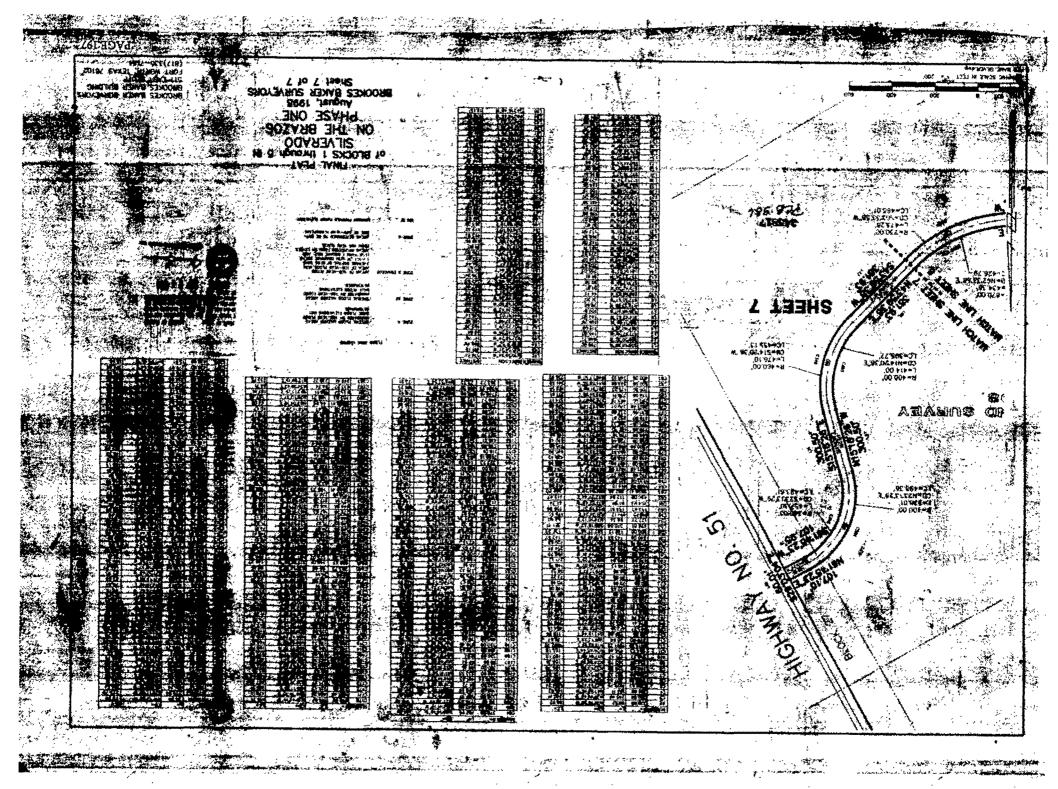


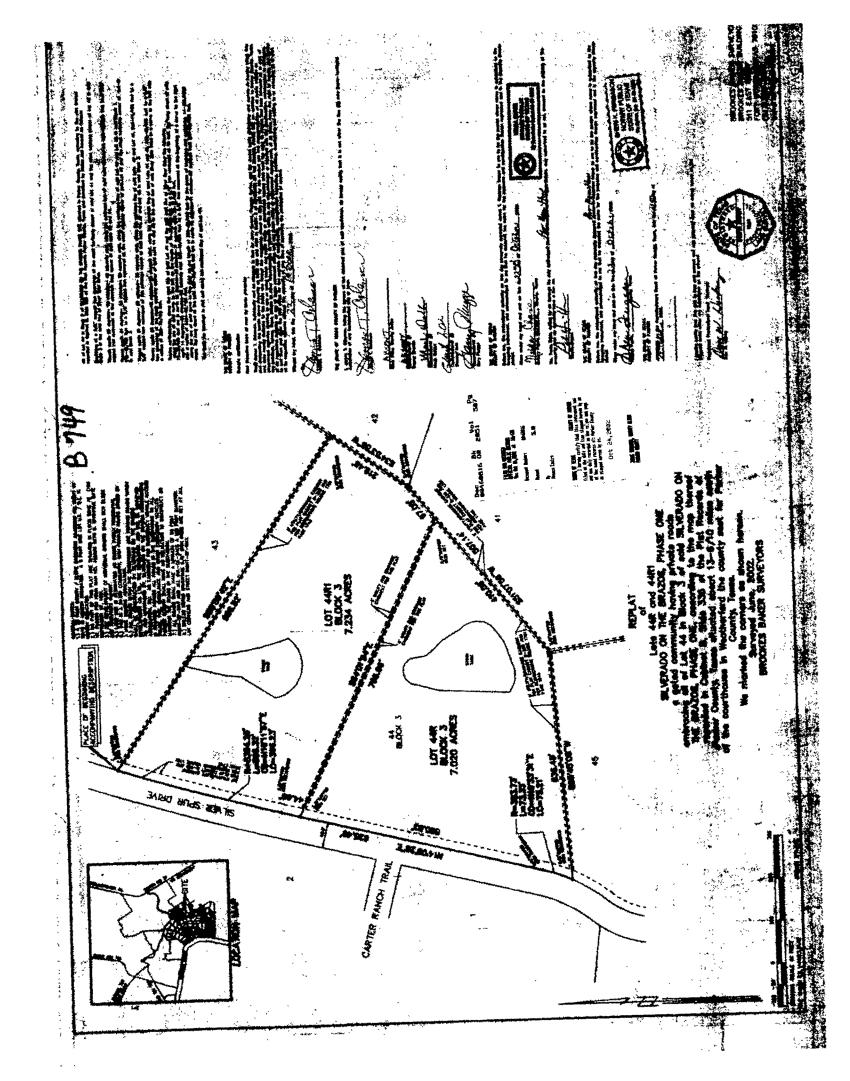


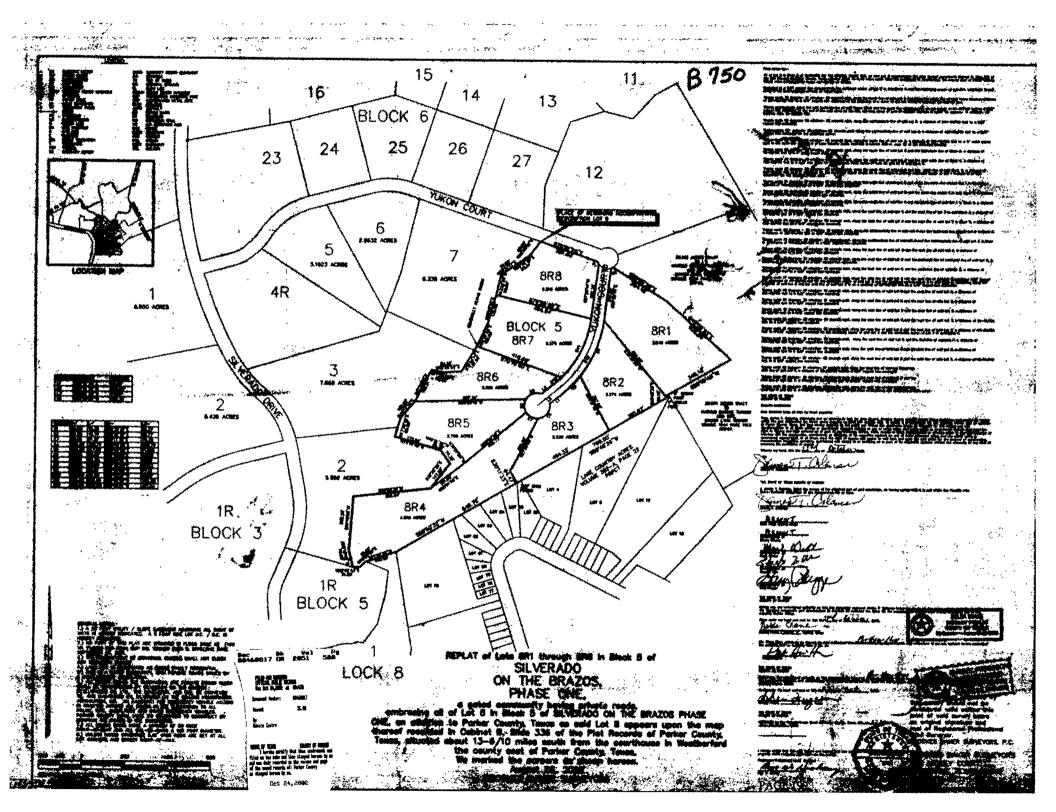


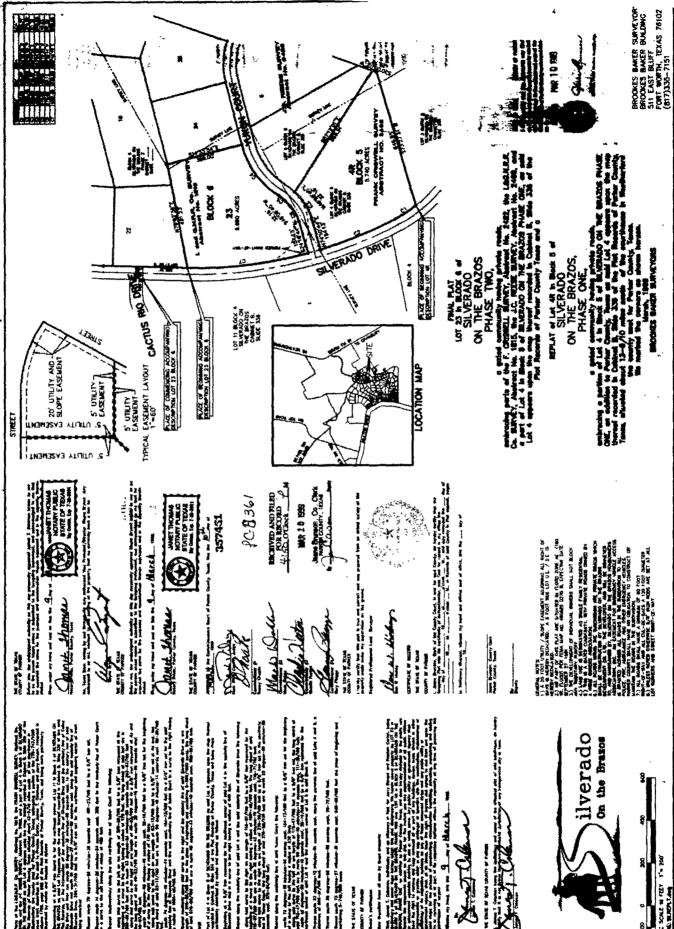




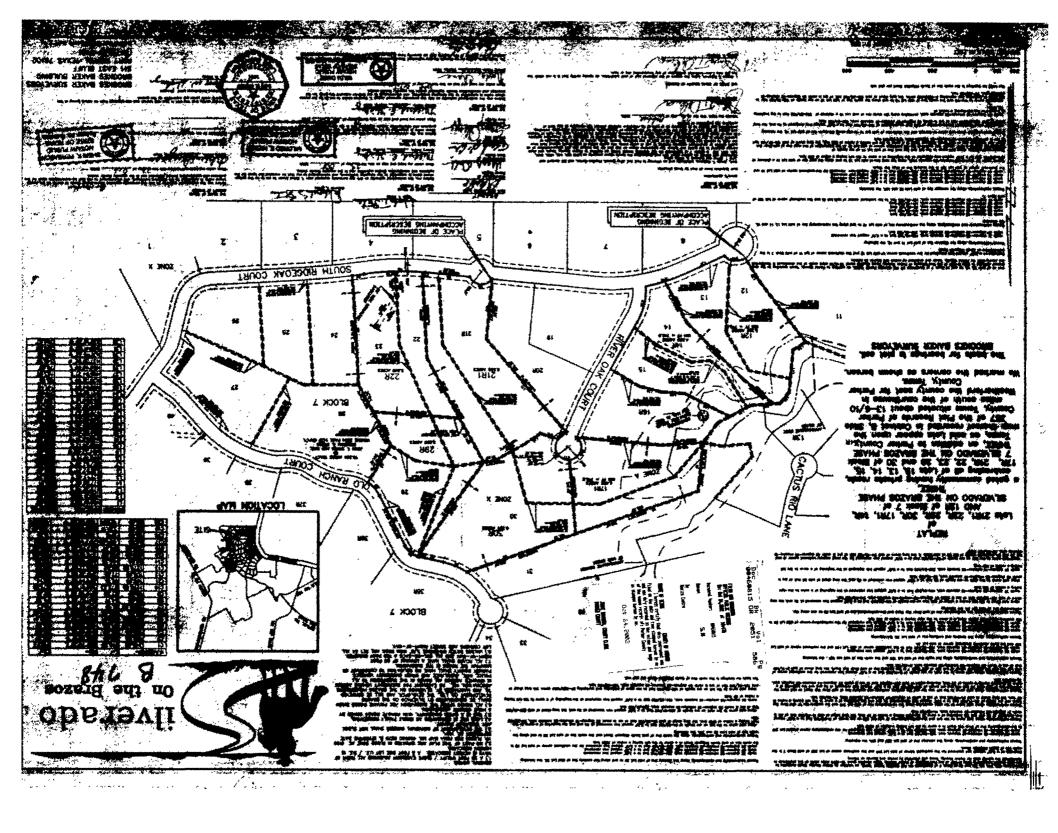


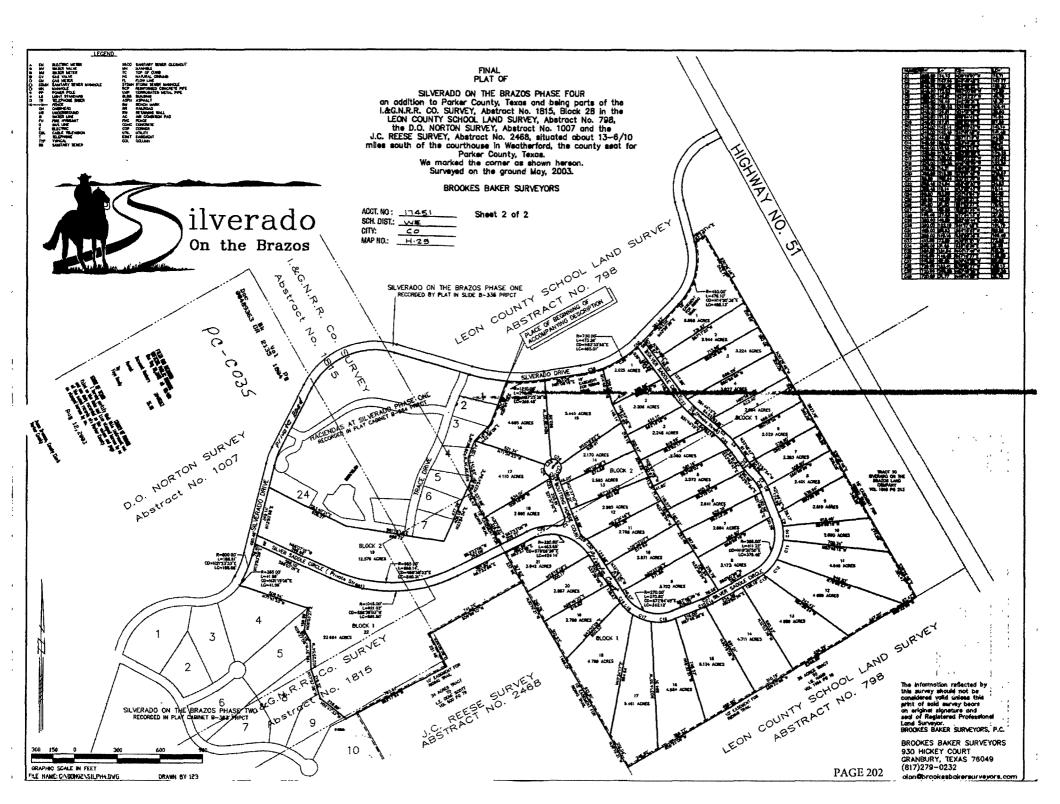


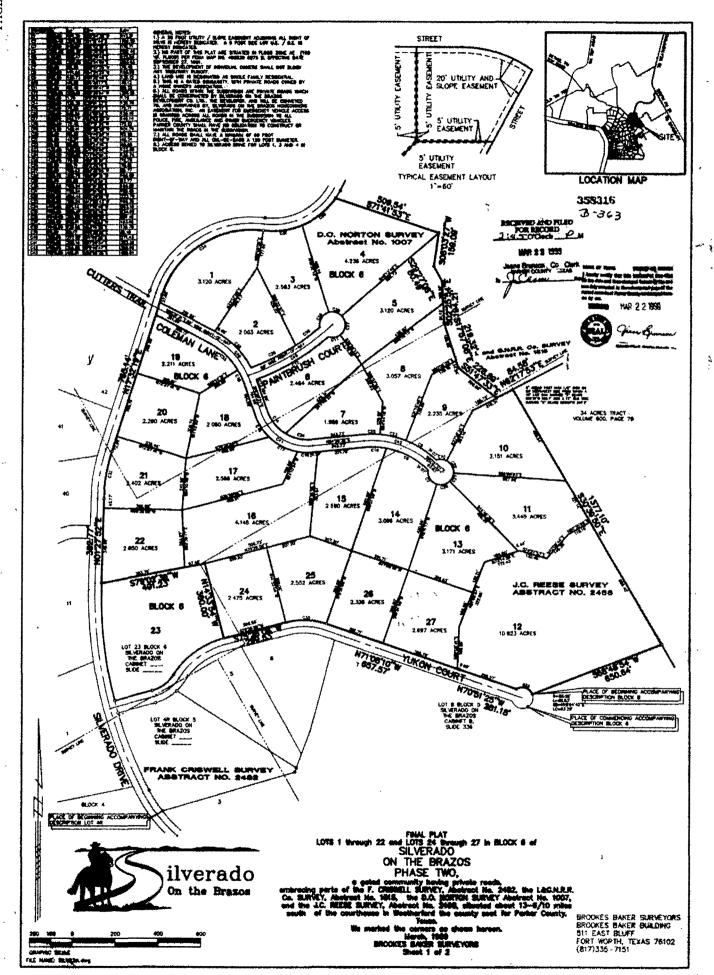


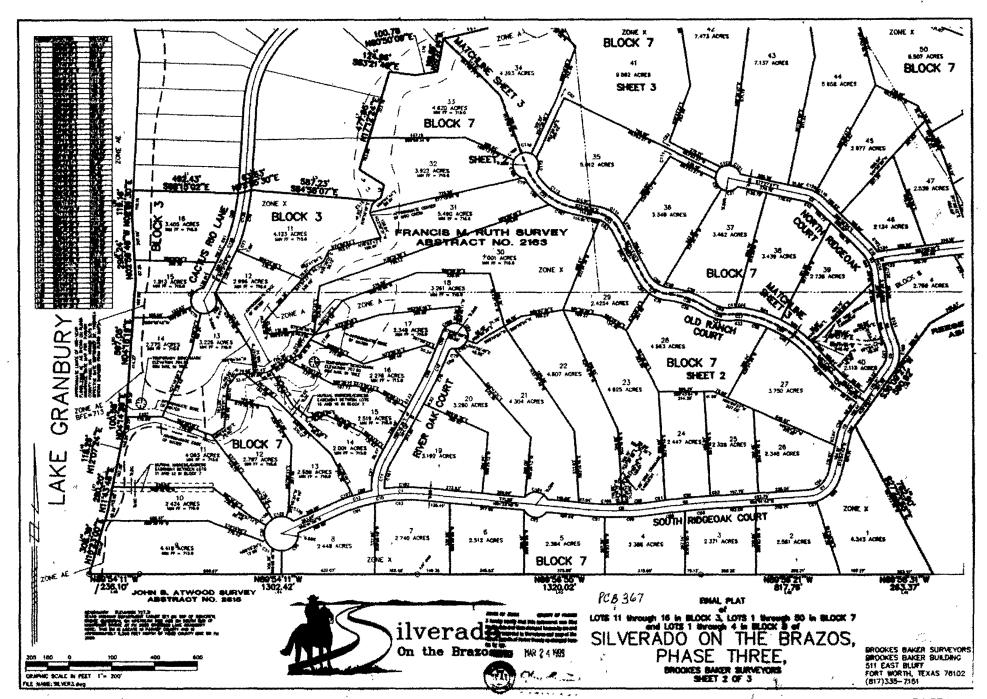


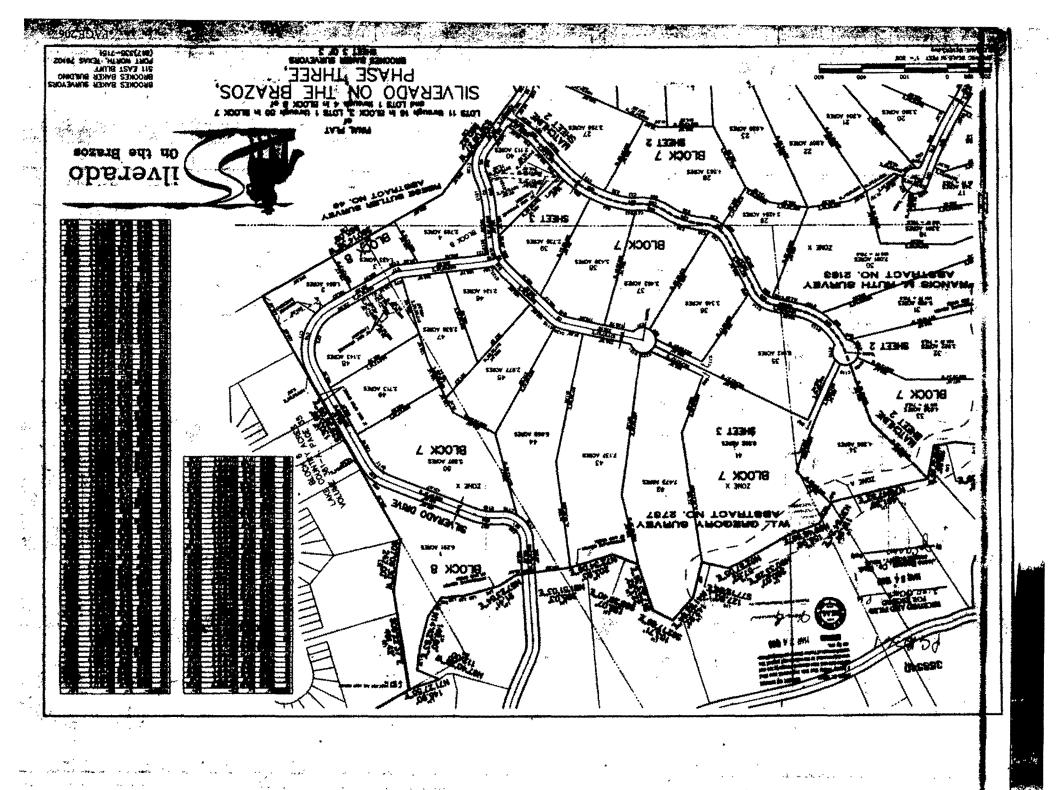
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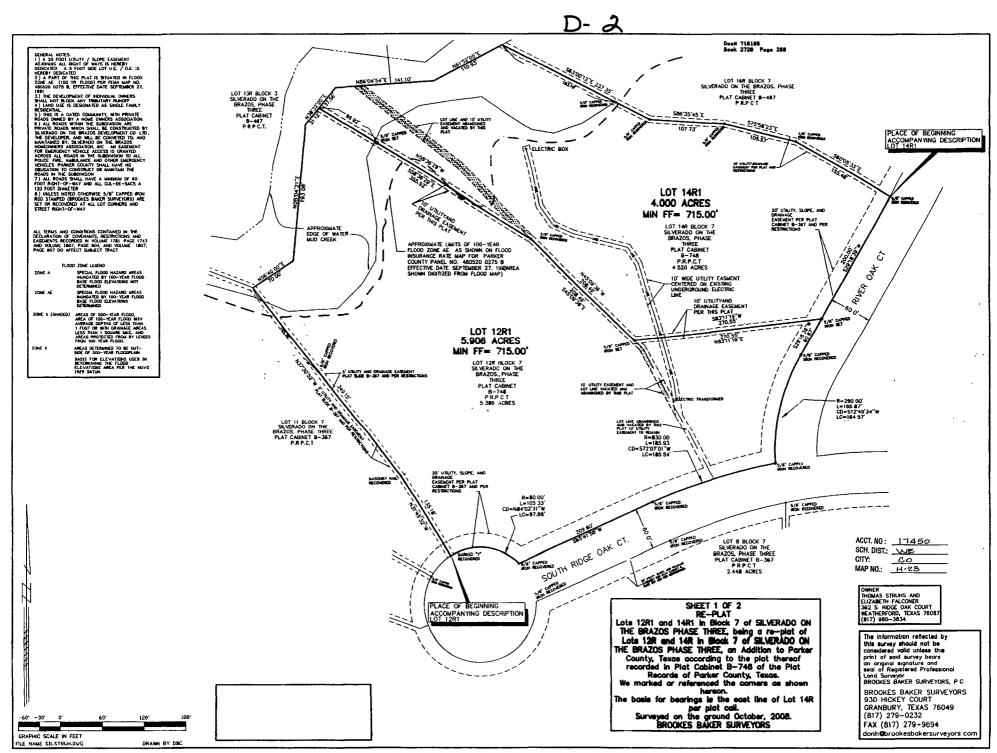


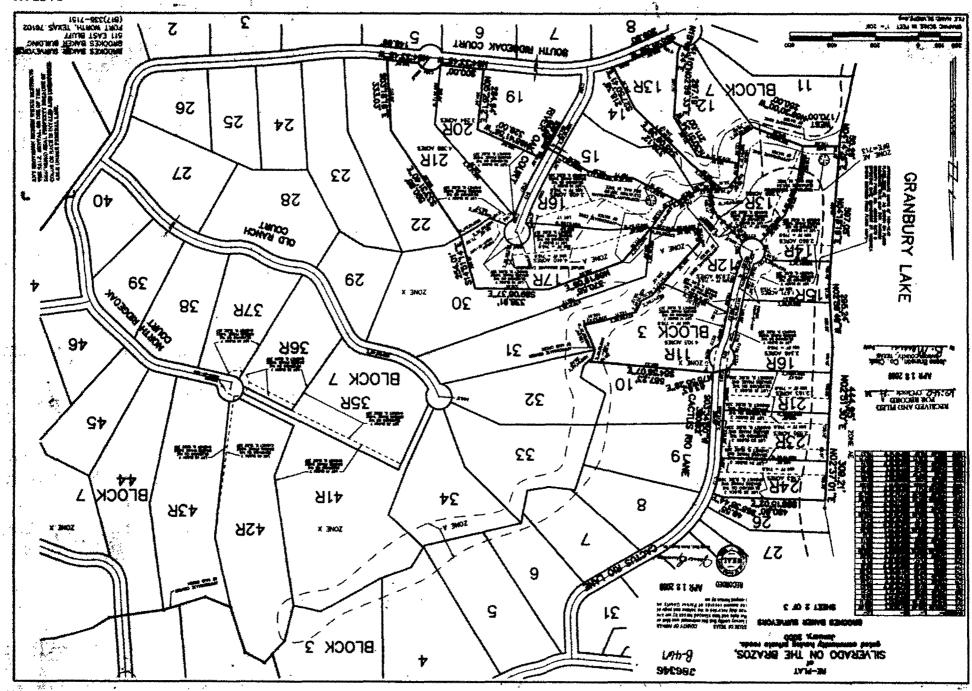


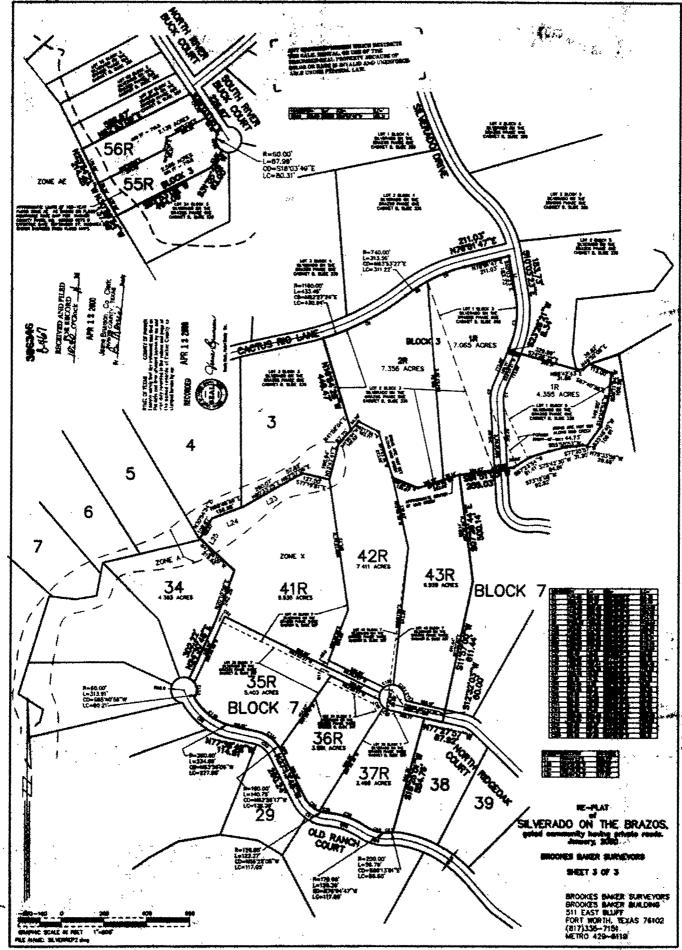


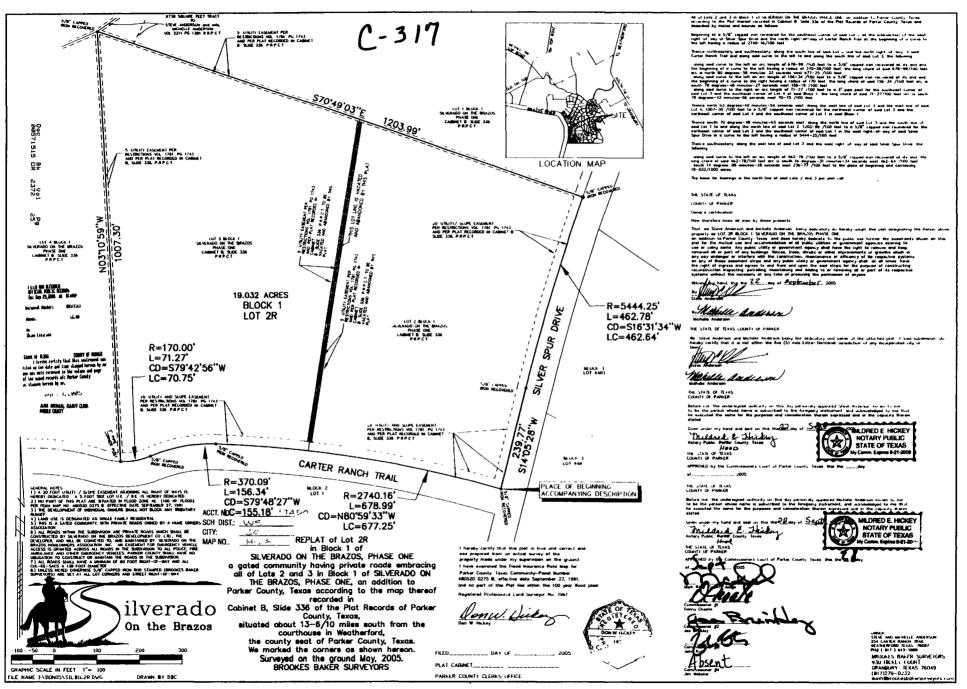


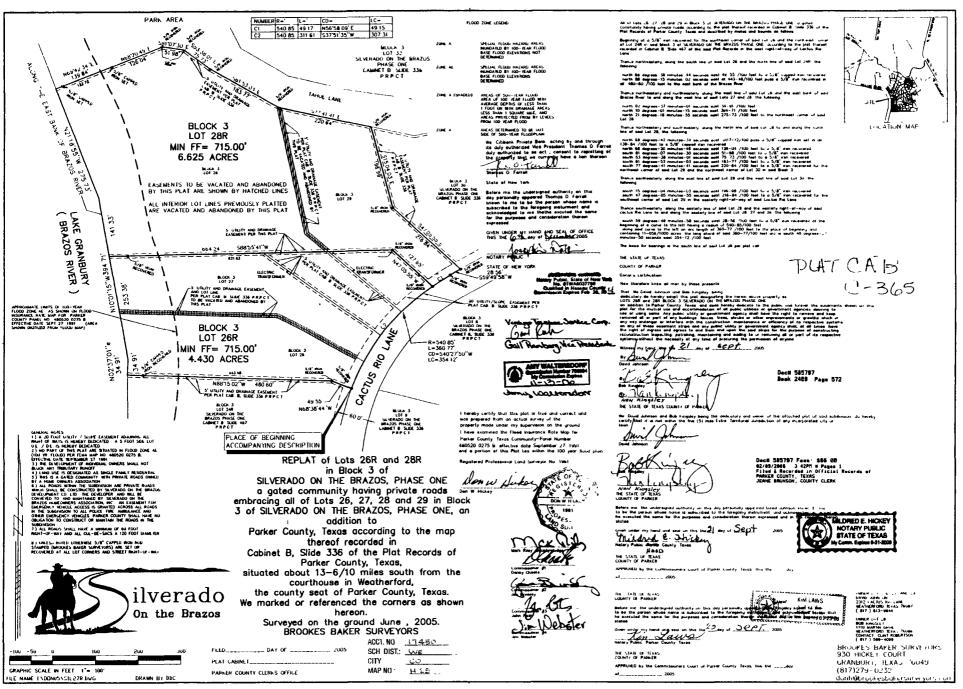


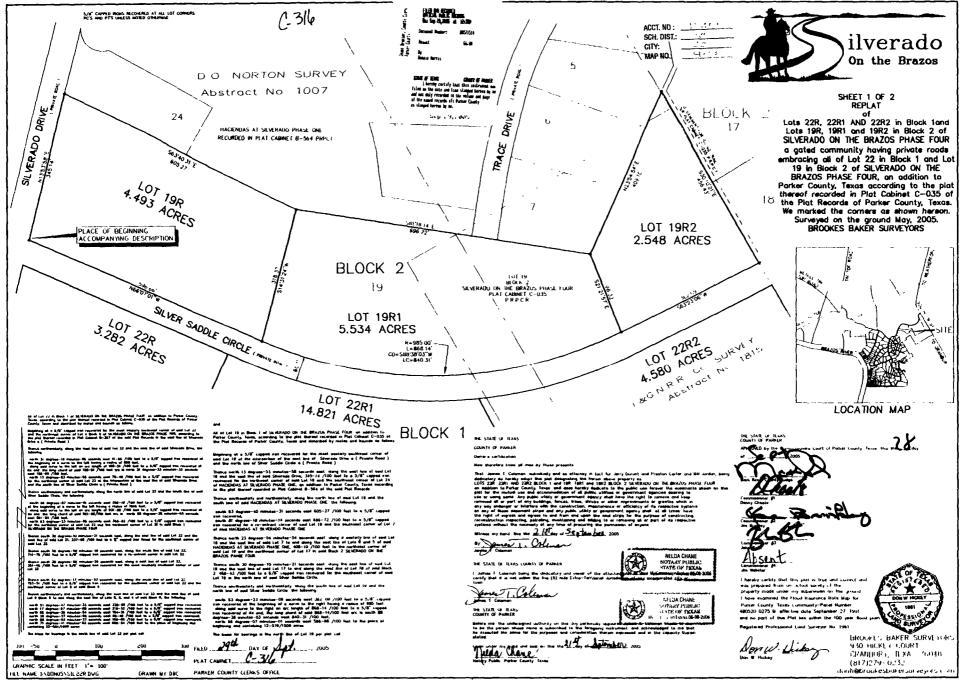


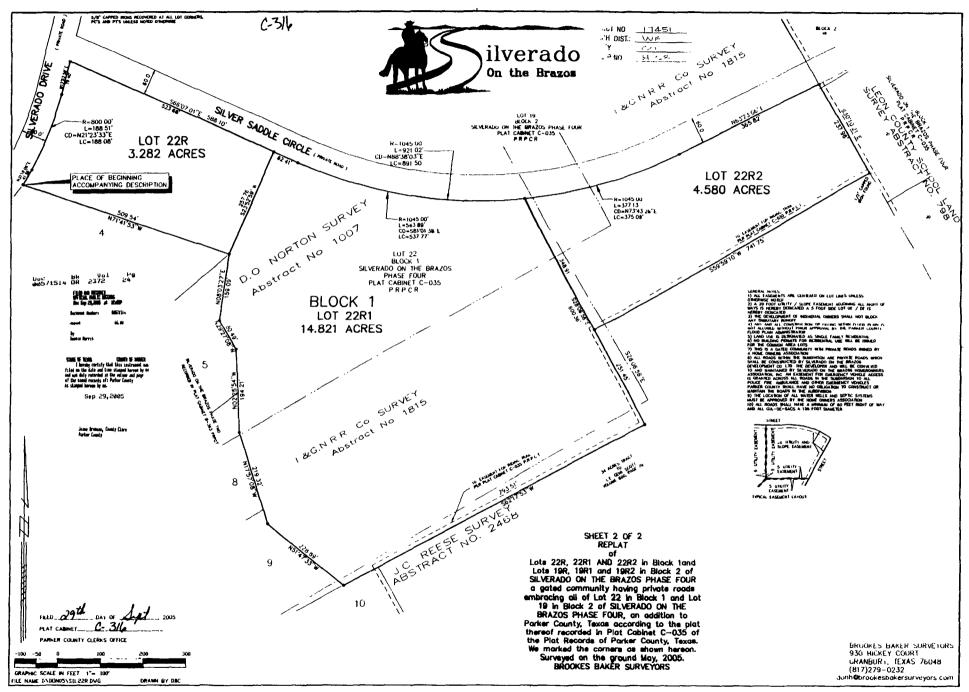


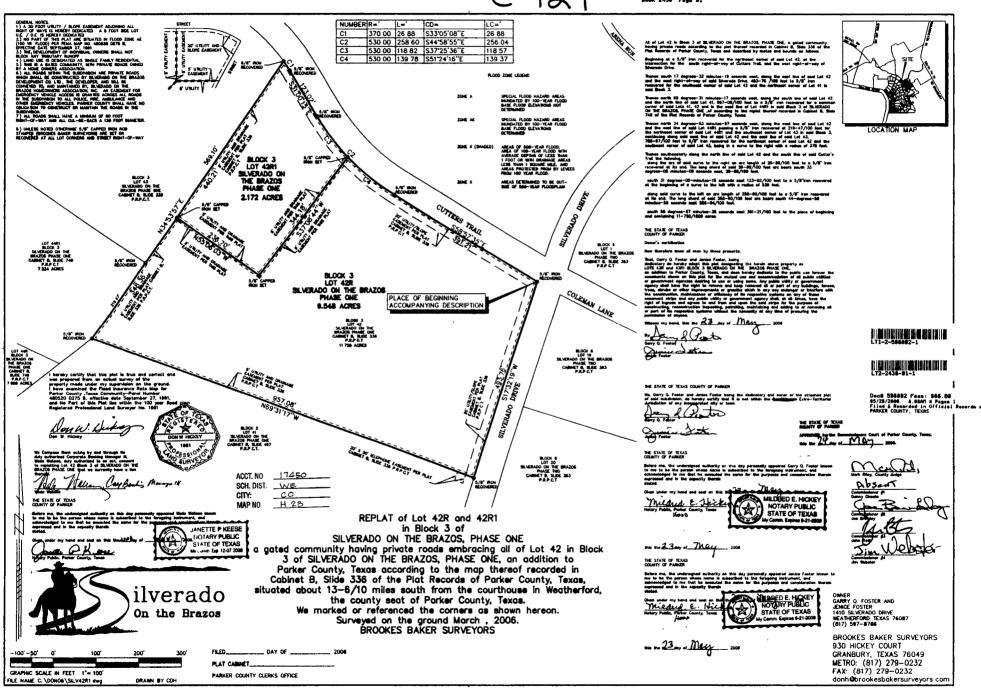












20.0' WIDE WATERLINE EASEMENT DEDICATION INSTRUMENT

STATE OF TEXAS §

COUNTY OF PARKER §

KNOW ALL MEN BY THESE PRESENTS:

"Grantor"), owner of certain real estate in the County of Parker, State of Texas, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, paid by the Cresson Crossroads, LLC (herein called "Grantee"), the receipt of which is hereby acknowledged and confessed has granted, sold, and conveyed, and by these presents does grant, sell and convey unto Grantee a 20.0' wide waterline easement for the purpose of constructing and maintaining waterlines with all incidental equipment and appurtenances on, over and through the land described by metes and bounds hereto as Exhibits "A" and "B".

Grantor and its assigns shall have the right fully to use and enjoy the said premises covered by the said Easement (except for the purposed hereinabove granted), including without limitation the right to use the entire area as a paved or unpaved access way. Grantor and its assigns are restricted in its use of the premises only to the extent that permanent buildings or any other permanent structures that might interfere with the maintenance, repair and operation of the waterline, may not be erected upon such premises.

In consideration of the benefits above set out, Grantee may remove from the property herein described, such fences and obstruction as may now be found on the property. Grantee covenants and agrees to replace in like manner any fences which may be removed during the course of construction and restore the property to as near its original condition as possible, upon Grantee's acceptance of the project. Grantee further covenants and agrees the waterine shall be buried in such a manner that there will be a minimum cover over the top pipe barrel of at least four feet.

TO HAVE AND TO HOLD unto the said Cresson Crossroads, LLC, its successors and assigns, the above described easement and right-of-way, and we do hereby bind ourselves, our heirs, executors, and administrators to warrant and forever defend all and singular the said premises to the Cresson Crossroads, LLC, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof herein.

WITNESS OUR HANDS at WEG therford, Texas, this the ZZni day of August

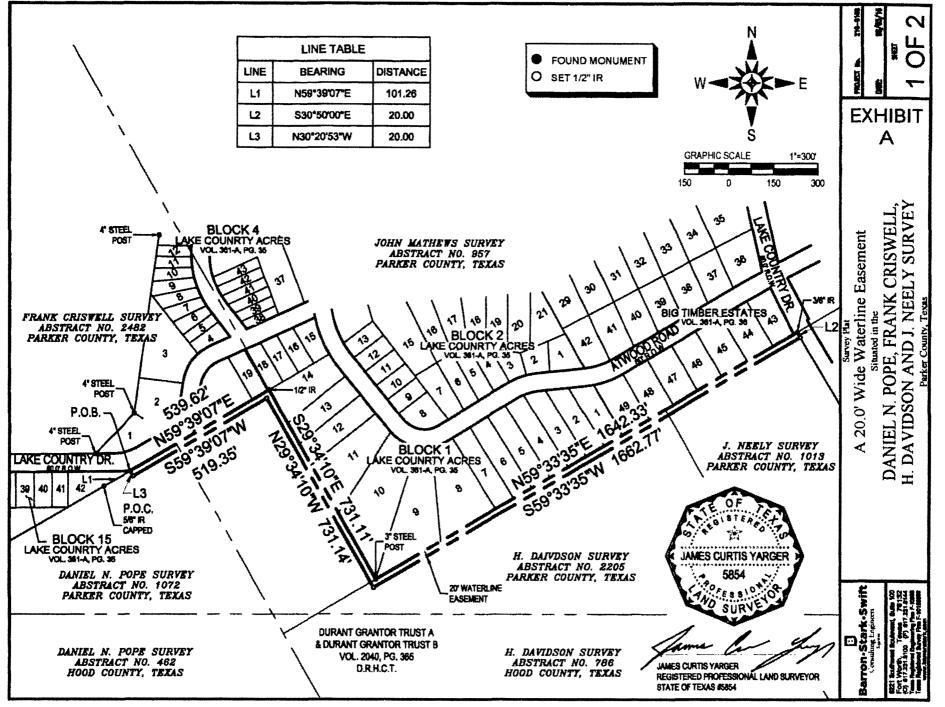
_, 20<u>\le</u>

Durant Grantor Trust A
And Durant Grantor Trust B

Cresson Crossroads, LLC

ACKNOWLEDGMENT

THE STATE OF TEXAS, COUNTY OF PARKEN	§ BEFORE ME, the undersigned authority,
on this day personally appeared	Durant Grantor Trust A and Durant Grantor Trust B
acknowledged to me that he executed expressed.	whose name subscribed to the foregoing instrument, and cuted the same for the purposes and consideration therein D AND SEAL OF OFFICE, This
	ACKNOWLEDGMENT
THE STATE OF TEXAS, COUNTY OF	§ BEFORE ME, the undersigned authority,
on this day personally appeared	Cresson Crossroads, LLC
known to me to be the person acknowledged to me that he executed expressed.	whose name subscribed to the foregoing instrument, and cuted the same for the purposes and consideration therein D AND SEAL OF OFFICE, This day of
August: A.D. 20/6	Lucutea St. Lorens
Notary Public, State of Texas My Commission Expires June 27, 2018	Notary Public, in and for the State of Texas. My Commission Expires 6.27.18



LEGAL DESCRIPTION:

Being a 20' waterline easement located in a tract of land Conveyed to Durant Grantor Trust A & Durant Grantor Trust B in Volume 2040, Page 365, Deed of Records, Hood County, Texas, being in the Daniel N. Pope Survey, Abstract No. 1072, Frank Criswell Survey, Abstract No. 2482, H. Davidson Survey, Abstract No. 2205, and J. Neely Survey, Abstract No. 1013, Parker County, Texas. Said easement being more particularly described as follows:

COMMENCING at a 5/8" capped iron rod found in the south line of Lake Country Acres, an Addition to Parker County, Texas, according to the Plat recorded in Volume 361-A, Page 35, Plat Records of Parker County, Texas:

THENCE N 59°39'07" E, along the south line of said Lake Country Acres, a distance of 101.26 feet to a 1/2" orange capped iron rod set stamped "Yarger 5854" for the POINT OF BEGINNING of this tract, and being the east corner of Lot 42. Block 15, of said Lake Country Acres;

THENCE N 59°39'07" E, continuing along the south line of said Lake Country Acres, a distance of 539.62 feet to a 1/2" iron rod found for the northwest corner of Lot 14, Block 1, of said Lake Country Acres;

THENCE S 29°34'10" E. continuing along the south line of said Lake Country Acres, a distance of 731.11 feet to a 3" steel post found for the southwest comer of Lot 9. Block 1, of said Lake Country Acres;

THENCE N 59°33'35" E, continuing along the south line of said Lake Country Acres, a distance of 1642.33 feet to a 3/8" iron rod found for the southeast corner of Lot 43, Block 1, of said Lake Country Acres, being in the west right-of-way line of Lake Country Drive;

THENCE S 30°50'00" E, along the west right-of-way line of said Lake Country Drive, leaving the south line of said Lake Country Acres, a distance of 20.00 feet to a 1/2" orange capped iron rod set stamped "Yarger 5854" for corner:

THENCE S 59°33'35" W, leaving the west right-of-way line of said Lake Country Drive, a distance of 1662.77 feet to a 1/2" orange capped iron rod set stamped "Yarger 5854" for corner;

THENCE N 29°34'10" W, a distance of 731.14 feet to a 1/2" orange capped iron rod set stamped "Yarger 5854" for corner:

THENCE S 59°39'07" W, a distance of 519.35 feet to a 1/2" orange capped iron rod set stamped "Yarger 5854" for corner;

THENCE N 30°20'53" W, a distance of 20.00 feet back to the POINT OF BEGINNING and containing 1.34 acres (58,263 square feet) of land, more or less.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

09/29/2016 02:48 PM

42.00 Jeane Brunson, County Clerk Parker County, Texas EASEMENT

Survey Plat

A 20.0' Wide Waterline Easement Situated in the

DANIEL N. POPE, FRANK CRISWELL, H. DAVIDSON AND J. NEELY SURVEY

Parker County, Texas

W W

REGISTERED PROFESSIONAL LAND SURVEYOR

JAMES CLIRTIS YARGER

STATE OF TEXAS #6864

MES CURTIS YARGE

216-EM M/US/16

Barron-Stark-Swift

201622217 EASEMENT Total Pages: 5

20.0' WIDE WATERLINE EASEMENT DEDICATION INSTRUMENT

STATE OF TEXAS

§

§

COUNTY OF PARKER

hereto as Exhibits "A" and "B".

KNOW ALL MEN BY THESE PRESENTS:

THAT Kelly Maclaskey (herein called "Grantor"), owner of certain real estate in the County of Parker, State of Texas, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, paid by the Cresson Crossroads, LLC (herein called "Grantee"), the receipt of which is hereby acknowledged and confessed has granted, sold, and conveyed, and by these presents does grant, sell and convey unto Grantee a 20.0' wide waterline easement for the purpose of constructing and maintaining waterlines with all incidental equipment and appurtenances on, over and through the land described by metes and bounds

Grantor and its assigns shall have the right fully to use and enjoy the said premises covered by the said Easement (except for the purposed hereinabove granted), including without limitation the right to use the entire area as a paved or unpaved access way. Grantor and its assigns are restricted in its use of the premises only to the extent that permanent buildings or any other permanent structures that might interfere with the maintenance, repair and operation of the waterline, may not be erected upon such premises.

PAGE 220 5

12

In consideration of the benefits above set out, Grantee may remove from the property herein described, such fences and obstruction as may now be found on the property. Grantee covenants and agrees to replace in like manner any fences which may be removed during the course of construction and restore the property to as near its original condition as possible, upon Grantee's acceptance of the project. Grantee further covenants and agrees the waterine shall be buried in such a manner that there will be a minimum cover over the top pipe barrel of at least four feet.

TO HAVE AND TO HOLD unto the said Cresson Crossroads, LLC, its successors and assigns, the above described easement and right-of-way, and we do hereby bind ourselves, our heirs, executors, and administrators to warrant and forever defend all and singular the said premises to the Cresson Crossroads, LLC, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof herein.

WITNESS OUR HANDS at Wommer Form, Texas, this the 22 day of ____

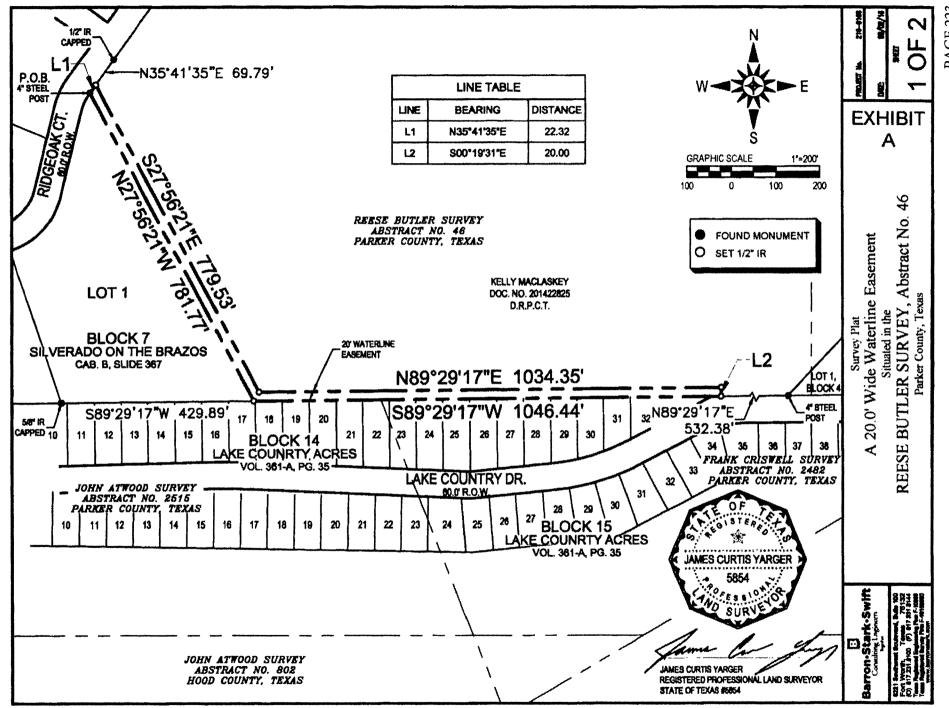
700057 , 20 16

Kelly Maclaskey

Cresson Crossroads, LLC

ACKNOWLEDGMENT

THE STATE OF TEXAS, COUNTY OF	§ BEFORE ME, the undersigned authority,
on this day personally appeared	Kelly Maclaskey
acknowledged to me that he exec	whose name subscribed to the foregoing instrument, and cuted the same for the purposes and consideration therein D AND SEAL OF OFFICE, This day of
August A.D. 2016	
STACY L MACLASKEY My Commission Expires April 18, 2019	Notary Public, in and for the State of Texas. My Commission Expires 8-18, 2019
	ACKNOWLEDGMENT
THE STATE OF TEXAS, COUNTY OF	§ BEFORE ME, the undersigned authority,
on this day personally appeared	Cresson Crossroads, LLC Ly
acknowledged to me that he exec expressed.	whose name subscribed to the foregoing instrument, and cuted the same for the purposes and consideration therein DAND SEAL OF OFFICE, This
<u>August</u> , A.D. 20,16.	
LUCRETIA DEGARMO Notary Public, State of Texas My Commission Expires June 27, 2018	Notary Public, in and for the State of Texas. My Commission Expires 6.27.18



LEGAL DESCRIPTION:

Being a 20' waterline easement located in a tract of land coveyed to Kelly Maclaskey in Document No. 201422825, Deed of Records, Parker County, Texas, being in the Reese Butler Survey, Abstract No. 46. Parker County, Texas. Said easement being more particularly described as follows:

BEGINNING at a 4" steel post for the northeast corner of Lot 1, Block 7, Silverado on the Brazos, Phase 3, an Addition to Parker County, Texas, according to the Plat recorded in Cabinet B, Slide 367, Plat Records of Parker County, Texas. Said 4" steel post being in the south right-of-way line of Ridgeoak Court;

THENCE N35°41'35" E, along the south right-of-way line of said Ridgeoak Court, a distance of 22.32 feet to a 1/2" orange capped iron rod set stamped "Yarger 5854" for corner from which a 1/2" orange capped iron rod found stamped "Yarger 5854" bears N 35°41'35" E, a distance of 69.79, feet for reference;

THENCE S 27°56'21" E, leaving the south right-of-way line of said Ridgeoak Court, a distance of 779.53 feet to a 1/2" orange capped iron rod set stamped "Yarger 5854" for corner;

THENCE N 89°29'17" E, a distance of 1034.35 feet to a 1/2" orange capped iron rod set stamped "Yarger 5854" for corner:

THENCE S 00°19'31" E, a distance of 20.00 feet to a 1/2" orange capped iron rod set stamped "Yarger 5854" in the north line of Lake Country Acres, an Addition to Parker County, Texas, according to the Plat recorded in Volume 361-A, Page 35, Plat Records of Parker County, Texas, from which a 4" steel post for the most west corner of Lot 1, Block 4, of said Lake Country Acres bears N 89°29'17" E, a distance of 532.38 feet, for reference:

THENCE S 89°29'17" W, along the north line of said Lake Country Acres, a distance of 1046.44 feet to a 1/2" orange capped iron rod set stamped "Yarger 5854" for corner from which a 5/8" iron rod capped found bears S89°29'17" W, a distance of 429.89 feet, for reference;

THENCE N 27°56'21" W, leaving the north line of said Lake Country Acres, a distance of 781.77 feet back to the POINT OF BEGINNING and containing 0.84 acres (36,421 square feet) of land, more or less.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

201622217 09/29/2016 02:48 PM

42.00 Jeane Brunson, County Clerk

Parker County, Texas EASEMENT

IAMES CURTIS YARGER REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS #5854

B Barron-Stark-Swift

l Worth, Terms 761 817.231.8160 (F) 817.231.8

Survey Plat

A 20.0' Wide Waterline Easement Situated in the

REESE BUTLER SURVEY, Abstract No. 46

Parker County, Texas

DB/02/10