

LEVI WATER SUPPLY CORPORATION
P.O. BOX 490 • 2757 ROSENTHAL PKWY
LORENA, TEXAS 76655-0490
(25) 857-3050 • FAX: (254) 857-3226
accounts@leviwater.com

DEFERRED PAYMENT AGREEMENT

By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt for water utility service as set forth below:

Member agrees to pay \$ _____ per month, in addition to current monthly water utility service rates, fees, and charges, as set forth in the Corporation's Tariff, until the account is paid in full. Any fees normally assessed by the corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the Corporation's disconnection procedures as set forth in the Corporation's Tariff unless other satisfactory arrangements are made by the Member and approved by the Corporation's authorized representative(s) or Board of Directors.

Member

Date

_____, Manager
Levi Water Supply Corporation

LEVI WATER SUPPLY CORPORATION INSTALLMENT AGREEMENT

AN AGREEMENT made this _____ day of _____, 20____, between Levi Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____, (hereinafter called the Applicant and/or Member).

By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt for water utility service rates, fees, and charges, as set forth in the Corporation's Tariff, until the _____ (Equity Buy-In Fee, High water bill from a leak, or other connection fee) is paid in full. Any fees normally assessed by the Corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the Corporation's disconnection procedures as set forth in the Corporation's Tariff.

APPROVED AND ACCEPTED this _____ day of _____, 20____ at the regular monthly meeting of the Board of Directors of the Levi Water Supply Corporation.

President, Levi WSC

Sec/Treasurer, Levi WSC

THE STATE OF TEXAS COUNTY OF _____

IN WITNESS WHEREOF the said Member/Applicant has executed this instrument this _____ day of _____, 20____.

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 20____.

Notary Public in and for _____
County, Texas.

Member/Applicant

Commission Expires ____/____/____

LEVI WATER SUPPLY CORPORATION MEMBERSHIP MORTGAGE AGREEMENT

This agreement hereby verifies that the Levi WSC provides or is able to provide utility service under the terms and conditions of its Tariff to the property so designated in this agreement.

The Levi WSC does meet the service requirements of the Public Utility Commission and Texas Commission on Environmental Quality and currently holds all authorization or certification required.

The Membership available/assigned to this property is transferable to all legally qualifying interests upon compliance with the terms and conditions of the Levi WSC's Tariff, including but not limited to completion of all required forms and applications, payment of all fees, and payment of final account balances.

The Levi WSC shall notify any Loan/Membership guarantor and/or mortgagee by certified mail at least thirty (60) days prior to Membership/Service termination and guarantor/mortgagee hereby guarantees payment of any account balances required to prevent termination of Membership by the Levi WSC.

A guarantor and/or mortgagee shall qualify as a bona fide lien-holder to the Membership by providing a Deed of Trust*, to be hereto affixed, for the real property in question and designated below which clearly defines the guarantor and/or mortgagee as the lien-holder of the Membership and the real property for which Membership was issued. Levi WSC shall notify the entity so designated in the Deed of Trust*.

Legal Description of Property:

Mortgagee (Lien-Holder)

Guarantor (If Applicable)

WSC Representative

Date

Note: * Please attach Deed of Trust or other proof of ownership for permanent record.

AGREEMENT TO PROVIDE FILL FOR CERTAIN FIRE VEHICLES IN DESIGNATED AREAS

STATE OF TEXAS

_____ COUNTY

This Agreement ("Agreement") is executed by and between _____ Volunteer Fire Department ("Department"), an emergency service organization, and Levi Water Supply Corporation ("Corporation"), a nonprofit water supply corporation organized and operating under the provisions of Texas Water Code Chapter 67, and the Texas Business Organizations Code for the purposes and consideration set forth herein.

RECITALS

WHEREAS Department is a volunteer fire department organized and operating within the meaning of Texas Civil Practice & Remedies Code Section 78.101(2); and

WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of Chapter 67, Texas Water Code and the Non-Profit Corporation Act, and furnishes a water supply in McLennan & Falls County and specifically in the area described in Public Utility Commission ("PUC") Certificate of Convenience and Necessity No. 10018; and

WHEREAS Corporation acknowledges the benefits of fire suppression services provided by Department and is willing to provide water supply for use in fire suppression by Department through facilities in the area and under conditions more particularly described herein; and

WHEREAS Corporation's tariff expressly provides that Corporation does not provide fire flow and does not provide or imply that fire protection is available on any of Corporation's distribution system; and

WHEREAS Corporation is willing to assist Department by making water available for the purpose of filling Department's pump trucks ("pump and fill" purposes) without making any guarantee to Department or to any third party that water or pressure adequate for pump and fill purposes will be available at any time or under any circumstance; and

WHEREAS Department desires to utilize Corporation's water supply for pump and fill purposes within the area described herein and under the conditions set forth herein;

NOW, THEREFORE, Department and Corporation enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and consideration are sufficient for purposes of this Agreement and are mutually beneficial to one another as contemplated by Section 67.0105(c), Texas Water Code:

PARTIES

1.1 This Agreement is entered into by and between _____ Volunteer Fire Department, domiciled and conducting business in _____ County, Texas, and Levi Water Supply Corporation, domiciled and conducting business in McLennan & Falls County, Texas.

1.2 Corporation and Department are authorized to enter into this Agreement pursuant to Texas Water Code Section 67.0105.

PROVISION OF FILL WATER

2.1 Corporation will make available to Department the use of certain flush hydrant facilities located on water transmission lines operated by Corporation in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of "Fire Pump and Fill Facilities" ("Map") which is incorporated herein and made a part of this Agreement for all purposes.

2.2 Department will use only those facilities installed and maintained by Corporation which are clearly marked by [description of marking] and are located at those points indicated on the Map.

2.3 Corporation will install or maintain pump and fill facilities solely within Corporation's discretion, and the Department has no responsibility for installation or maintenance of such facilities.

2.4 In accordance with the laws of the State of Texas, the Corporation will maintain a minimum static residual pressure of 35 pounds per square inch ("psi") during normal flow, and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.

2.5 Department will notify Corporation prior to use of any designated pump and fill facility to the extent Department reasonably is able to do so by calling the Corporation's management. The Corporation acknowledges that in the event of emergencies, it may not be feasible for the Department to provide prior notice, in which case notification shall be provided as soon as practicable.

2.6 No obligation other than the duties set forth in this Agreement are recognized nor are any obligations or duties to be implied under this Agreement. No duty or obligation on the part of Corporation to provide fire flow or a supply of water under any minimum pressure or for any length of time may be implied under the provisions of this agreement.

2.7 The duties set forth under this Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.

2.8 The Department will supply a monthly water usage to the Corporation for the sole purpose of assisting Corporation in accounting for Corporation's Water Supply.

2.9 The Department will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of "free" water include, but are not limited to, filling swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.

COMPENSATION

3.1 Department will not be charged for use of Corporation's water supply for pump and fill for fire suppression purposes. Department will be charged for water used for any other purpose. Department must provide an estimated amount water used in gallons to Levi Water Supply.

TERMINATION OF AGREEMENT

4.1 Either party to this Agreement may terminate this Agreement at any time, with or without cause.

4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of termination.

4.3 Termination is the sole remedy for breach of any and all obligations under this Agreement, whether any such obligation is express or implied.

MISCELLANEOUS

5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or effect whatsoever unless such modification shall be in writing signed by both parties.

5.2 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class postage paid, addressed to the address set forth below.

The address for the Department for all purposes under this Agreement shall be:

The address for the Corporation for all purposes under this Agreement shall be:

5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.

5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.

5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

Levi Water Supply Corporation

_____ Volunteer Fire Department

By: _____
 Title: _____
 Attest: _____
 Date: _____

By: _____
 Title: _____
 Attest: _____
 Date: _____

LEVI WATER SUPPLY CORPORATION METER TEST AUTHORIZATION AND TEST REPORT

NAME: _____

ADDRESS: _____

DATE OF REQUEST: _____ PHONE NUMBER (DAY): _____

ACCOUNT NUMBER: _____ METER SERIAL NUMBER: _____

REASONS FOR REQUEST: _____

Members requesting a meter test may be present during the test, but if not, Member shall accept test results shown by the Corporation. The test shall be conducted in accordance with the American Water Works Association standards and methods on a certified test bench or on-site with an acceptable certified test meter. Member agrees to pay the actual cost of the test, plus the Corporation's service trip fee if the results indicate an AWWA acceptable performance, plus any outstanding water utility service. In the event that the Member is required to pay for the test and for outstanding water utility service as set forth herein, said charges shall be applied to the next billing sent to the Member after the date of the test.

Signed by Member

TEST RESULTS

Low Flow (1/4 GPM)	_____ %	AWWA Standard 97.0 - 103.0 %
Intermediate (2 GPM)	_____ %	AWWA Standard 98.5 - 101.5 %
High Flow (10 GPM)	_____ %	AWWA standard 98.5 - 101.5 %

Register test _____ minutes at _____ gallons per minute recorded per _____ gallons.

Meter tests accurately; no adjustments due.

Meter tests high; adjustment due on water charges by _____ %

Meter tests low; no adjustment due.

Test conducted by _____ Approved

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NOTICE TO OWNER OF RENTAL PROPERTY OF PAST DUE ACCOUNT

You are hereby given notice as per the Alternate Billing Agreement on your account #_____ that your renter/lessee is past due on this account with the Corporation. The renter/lessee has been sent a second and final notice, a copy of which is enclosed herein, and the utility service is scheduled for disconnection unless the bill is paid by the final due date. If disconnection occurs, the Corporation's policies under the terms and conditions of its Tariff shall govern reconnection of service. A fee of \$10.00 has been posted to the account for mailing of this notice. Any unpaid bills, service fees, or reconnect fees (service trip fees) are chargeable to you, the owner/member. If you have any questions concerning the status of this account, please do not hesitate to call.

LEVI WSC

_____, Manager

Alternate Billing Account Name _____

Address _____

Account # _____

Amount Due Including Service Charges _____

Final Due Date _____

NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF LEVI WATER SUPPLY CORPORATION

Pursuant to Chapter 13.2502 of the Texas Water Code, Levi Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of Levi Water Supply Corporation, Certificate of Convenience and Necessity No. 10018, in McLennan & Falls County, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water or sewer service connections on a single contiguous tract of land must comply with the line extension agreement, sub-division agreement and non-standard service agreement contained in Levi Water Supply Corporation's tariff.

Levi Water Supply Corporation is not required to extend retail water or sewer utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.

Applicable elements of the Subdivision include:

Evaluation by Levi Water Supply Corporation of the impact a proposed subdivision service extension will make on Levi Water Supply Corporation's water supply and payment of the costs for this evaluation;

Payment of reasonable costs or fees by the developer for providing water supply capacity;

Payment of fees for reserving water supply;

Forfeiture of reserved water supply capacity for failure to pay applicable fees;

Payment of costs of any improvements to Levi Water Supply Corporation's system that are necessary to provide the water/sewer service;

Construction according to design approved by Levi Water Supply Corporation and dedication by the developer of water/sewer facilities within the subdivision following inspection.

Levi Water Supply Corporation's tariff and a map showing Levi Water Supply Corporation's service area may be reviewed at Levi Water Supply Corporation's offices, at 2757 Rosenthal Pkwy., Lorena, Texas, 76655; the tariff/policy and service area map also are filed of record at the Public Utility Commission in Austin, Texas and may be reviewed by contacting the PUC, Central Records at 512-936-7180 for assistance.

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NOTICE OF RETURNED CHECK

TO:

DATE:

CHECK NUMBER:

AMOUNT OF CHECK:

Dear _____:

Your check has been returned to us by your bank for the following reasons:

 _____.

You have ten days from the date of this notice in which to redeem the returned check and pay an additional \$25.00 Returned Check Fee. Please replace the check within ten (10) days of the date of this notice with cash, money order, or certified check. If you have not replaced the returned check and paid the additional service fees within ten (10) days, your utility service will be disconnected unless other arrangements have been made with management. Levi Water Supply will charge a Disconnect/Reconnection Fee if water service is disconnected and the full balance on the account must be paid before water service is restored.

You must include the charges listed below to avoid disconnection of water/wastewater service at the following location:

 Address of Service

 Account #

1. Original amount billed - _____
2. Late fees - _____
3. Return check fee _____
- Total Due - \$ _____

LEVI WSC

_____, Manager

**LEVI WATER SUPPLY CORPORATION
REQUEST FOR SERVICE DISCONTINUANCE & MEMBERSHIP
CANCELLATION**

I (Personal Name)/Business Name _____, hereby request that my water service account number _____ located at _____, be disconnected from Levi Water Supply Corporation service. I understand that if I should ever want my service reinstated I may have to reapply for service as a new member and I may have to pay all costs as indicated in the re-service provisions in the current copy of the Water Supply Corporation Tariff.

Charges for water service will terminate when this signed statement is received by the Levi WSC office. I understand and agree that a fee will be incurred for the processing of this transaction in addition to final water and service trip charges.

☐ (Residential account)

If applicable, I further represent to the Corporation that my spouse joins me in this request and I am authorized to execute this Request for Service Discontinuance on behalf of my spouse as a joint owner of the aforementioned property.

☐ (Commercial account)

I further represent to the Corporation that I am the duly authorized representative of _____ and have full authority to execute this Request for Service Discontinuance on behalf of said business.

Signature

Date of Signature

If you are the Executor, Trustee or Administrator of an Estate, please provide proof of author

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EASEMENT DENIAL LETTER AND AFFIDAVIT

Date _____

VIA: First Class Mail and Certified Mail, Return Receipt Requested No. _____

Dear _____:

Levi Water Supply Corporation (Corporation) has requested an easement for a water distribution system across your property. To date, you have not provided such easement. It is now necessary that the requested easement be granted or refused by you, and the Corporation is asking that you do so within thirty (30) days after receipt of this notice. A copy of the requested easement is enclosed with this notice.

If the Corporation does not receive a completed easement within the 30 days specified, the Corporation will consider this failure to be a denial of easement on your part and the Corporation will complete and sign a copy of this notice to be retained in the Corporation's records for future water service to your property.

If at some future time you (or another owner of your property or any portion of your property) requests water service, the Corporation will require an easement before water service will be provided, as authorized by Section 49.218(d) - (f) of the Texas Water Code. At that time, and in addition to other costs required for water service, the Corporation will require payment of all reasonable costs for relocation or construction of the water distribution system along the easement that will be provided. (The Corporation's Engineer estimates this cost to be _____, as reflected in the attached document. This cost could be greater in the future.) You may wish to consult your attorney as to whether this future cost is a material condition that you must disclose to anyone buying your property (or any part of your property) in the future.

If you need any clarification on this matter, or wish to discuss any aspects of the enclosed easement, please contact our office at the above address or telephone number.

We appreciate your attention to this matter.

Sincerely,

ACKNOWLEDGEMENT OF REFUSAL

I, _____, hereby refuse to provide the easement requested by Levi Water Supply Corporation for authority to construct/operate a water distribution system across my property.

AFFIDAVIT

Being duly sworn upon my oath, I hereby certify that this is a true copy of the Easement Denial Letter and attached easement sent by certified mail to _____ on _____, and a signed receipt verifying delivery and acceptance is attached to this Affidavit [ALTERNATIVE: and the return noting refusal to accept or verify delivery is attached to this Affidavit]. This Affidavit will be maintained as a part of the records of Levi Water Supply Corporation. I further certify that a signed easement or signed Acknowledgement of Refusal was not received within thirty days following receipt by _____. I further attest that the Corporation's engineer has provided _____ a current estimate of the cost (copy attached) for replacing/constructing the water distribution system within the requested easement with notice that the cost may increase in the future.

Authorized Officer or Manager of Levi Water Supply Corporation

Date: _____

THE STATE OF TEXAS
COUNTY OF _____

THIS INSTRUMENT was acknowledged before me on _____, 20__, by _____.

(SEAL)

Notary Public, _____ County, Texas
My Commission Expires: _____.

RELEASE OF EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF _____

§

LEVI WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code ("LEVI WSC"), is the legal and equitable owner and holder of the easement described and recorded in Volume _____, Page _____ of the _____ County Deed Records (the "Easement"), covering the real property described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").

NOW, THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, LEVI WSC hereby RELEASES and DISCHARGES the Property from the rights, titles and interests covering such Property held by LEVI WSC by virtue of the Easement and hereby RELEASES and TERMINATES the Easement to the extent it covers the Property. This Release of Easement shall in no way obligate nor require LEVI WSC to physically remove the waterlines or pipelines currently located in the Property pursuant to the Easement.

EXECUTED as of the _____ day of _____, 20__.

LEVI WATER SUPPLY CORPORATION
a Texas water supply corporation

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS

§

COUNTY OF _____

§

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, the _____ of _____ WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code, on behalf of said water supply corporation.

[SEAL]

Notary Public, State of Texas

EXHIBIT "A"

THE PROPERTY

After recording, return to:
(owner's name and address)

30 TAC §290.47(c): Sample Sanitary Control Easement Document for a Public Water Well. TCEQ Form 20698
Revised 6/20/2017

SANITARY CONTROL EASEMENT

DATE: _____, 20 ____

GRANTOR(S): _____

GRANTOR'S ADDRESS: _____

GRANTEE: _____

GRANTEE'S ADDRESS: _____

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood -treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

The Grantor's property subject to this Easement is described in the documents recorded at:

Volume ____, Pages ____ of the Real Property Records of _____ County, Texas.

Property Subject to Easement:

All of that area within a 150-foot radius of the water well located _____ feet at a radial of ____ degrees from the _____ corner of Lot _____, of a Subdivision of Record in Book _____, Page _____ of the County Plat Records, _____ County, Texas.

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR(S)

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

BEFORE ME, the undersigned authority, on the day of _____, 20 ____, personally appeared _____ known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed.

Notary Public in and for
THE STATE OF TEXAS
My Commission Expires: _____

Typed or Printed Name of Notary

Recorded in _____ Courthouse, _____ Texas on _____, 20 __

LEVI WATER SUPPLY CORPORATION EQUIPMENT AND LINE DEDICATION AGREEMENT

I, _____ (Transferor - Name of person, entity, corp., or other), having complied with the Levi Water Supply Corporation's Developer, Subdivision, and Non-Standard Service Requirements Policy, do hereby dedicate, transfer and assign to the Levi Water Supply Corporation all rights and privileges to and ownership of said equipment and or line(s) installed as a condition of service this equipment and or line(s) being described in the Non-Standard Service Agreement between the Corporation and Transferor and the Non-Standard Service Contract of _____ (date) including any amendments thereto and being further described as follows: (or see Attachments)

The Levi Water Supply Corporation through its designated representative having agreed to accept the equipment and or line(s) as previously described on the ____ day of _____, 20____. The Corporation shall hold harmless, _____ (name of person, entity etc.) from this day forward any costs for repairs or maintenance of said equipment and or line(s), notwithstanding any warranty or bond for said repairs as per the Non-Standard Service Contract/Agreement.

This agreement entered into on the ____ day of _____ in the year of _____ by:

Levi Water Supply Corporation

Authorized Representative

Transferor Signature

Address

Address

City Zip

City Zip

THE STATE OF TEXAS, COUNTY OF _____

IN WITNESS WHEREOF the said Transferor and the Corporation Representative have executed this instrument this _____ day of _____, 20____.

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ day of _____, 20____.

Signature of Notary Public

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MEMBERSHIP TERMINATION AND NOTICE OF DISCONNECTION

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED TERMINATION/DISCONNECTION:

You are hereby notified that your account is delinquent and your service is in jeopardy of being disconnected. If our office does not receive payment within ten days of the date of this notice, your utility service will be disconnected and your membership will be terminated and liquidated, if applicable. To regain service after termination and liquidation, you must re-apply for a new Membership and pay all costs applicable to purchasing a new Membership under the terms of the Corporation's Tariff, including but not limited to past due fees, late fees, and service trip fees. Please arrange payment on your account as soon as possible to avoid disconnection. The system payment location is listed above and we are open Monday-Friday from 8:30-5. Payments are also accepted over the phone by calling us at the number above during normal business hours.

If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances.

Authorized Officer or Manager of Levi WSC

DEDICATION, BILL OF SALE AND ASSIGNMENT

(Developer Form)

THE STATE OF TEXAS

8

202

20

COUNTY OF _____

20

25

8

KNOW ALL BY THESE PRESENTS

202

This Dedication, Bill of Sale and Assignment is entered into and effective as of _____, 20__, by and between Levi Water Supply Corporation, a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code ("Corporation") and _____ ("Developer").

RECITALS:

Corporation and Developer have previously entered into that certain Non-Standard Service Agreement dated _____ (the "Agreement"). Pursuant to Section _____ of the Agreement, Developer has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the _____ Subdivision, a subdivision in _____ County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit "A" hereto (the "Facilities"), and all other capacity, contracts, rights, interests, easements, rights-of-way, permits, licenses, approvals, documents, warranties and other matters, if any, related to the Facilities as more particularly described in Exhibit "B" hereto (the "Related Rights").

The Facilities and the Related Rights are collectively referred to as the “Transferred Properties.”

DEDICATION, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto Corporation and Corporation's successors and assigns, the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, and Developer does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto Corporation, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Pursuant to Section ____ of the Agreement, Developer specifically assigns to Corporation the following maintenance contract(s): _____ (a copy of which is attached hereto as Exhibit "C").

EXECUTED AND EFFECTIVE as of the date first written above.

DEVELOPER:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

THE COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20_, by
_____ [DEVELOPER]

Notary Public - State of Texas

(Seal)

Printed Name: _____

My Commission Expires: _____

AFTER RECORDING RETURN TO:

Levi Water Supply Corporation

P.O. Box 490 ♦ 2757 Rosenthal Pkwy.

Lorena, Texas 76655

LEVI WATER SUPPLY CORPORATION
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APPLICANT'S NOTICE OF INSUFFICIENT INFORMATION

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED DISCONNECTION: _____

You are hereby advised that the INCOMPLETE status of your (SEE LIST BELOW FOR WHICH) FORMS is jeopardizing your Membership with the Corporation. If our office does not receive COMPLETED DOCUMENTS OR PROPER INFORMATION within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for Membership and pay all costs applicable to a new Member under the terms of the Corporation's Tariff. Your meter will also be removed on the Disconnection Date indicated above. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances on the Disconnection Date indicated above.

The required additional information is circled

- A. SERVICE APPLICATION AND AGREEMENT
- B. RIGHT-OF-WAY EASEMENT
- C. SANITARY CONTROL EASEMENT
- D. ALTERNATE BILLING AGREEMENT
- E. NON-STANDARD SERVICE AGREEMENT OR CONTRACT
- F. FINAL PLAT
- G. BANKRUPTCY INFORMATION FOR YOUR ACCOUNT(S)
- H. OTHER INFORMATION _____

Authorized Manager or Officer of Levi Water Supply Corporation

DEDICATION, BILL OF SALE AND ASSIGNMENT
(Individual Service Form)

THE STATE OF TEXAS

§
§
§
§
§
§

COUNTY OF _____

KNOW ALL BY THESE PRESENTS §

This Dedication, Bill of Sale and Assignment is entered into and effective as of _____, 20__, by and between Levi Water Supply Corporation, a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code ("Corporation") and _____ ("Member").

RECITALS:

Corporation and Member have previously entered into that certain Non-Standard Service Agreement dated _____ (the "Agreement"). Pursuant to Section ____ of the Agreement, Member has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the Member's property located at _____, in _____ County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit "A" hereto (the "Facilities"), and all easements, rights-of-way and permits, licenses or approvals, if any, related to the Facilities as more particularly described in Exhibit "B" hereto (the "Related Rights").

The Facilities and the Related Rights are collectively referred to as the "Transferred Properties."

DEDICATION, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Member does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto Corporation and Corporation's successors and assigns the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, and Member does hereby bind himself/herself, his/her successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto Corporation, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition, the Levi Water Supply Corporation, through its authorized representative, having agreed to accept the Facilities described in Exhibit "A", shall hold harmless Member from this day forward, from any costs for repairs or maintenance of said Facilities or any part of said Facilities.

EXECUTED AND EFFECTIVE as of the date first written above.

MEMBER:

Member: _____

Printed Name: _____

THE STATE OF TEXAS §

THE COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 201_, by
_____ [MEMBER]

Notary Public - State of Texas

Printed Name: _____

My Commission Expires: _____

FOR LEVI WSC:

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS

THE COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 201_, by

Notary Public - State of Texas

Printed Name: _____

My Commission Expires: _____

AFTER RECORDING RETURN TO:

Levi Water Supply Corporation

P.O. Box 490 ♦ 2757 Rosenthal Pkwy
Lorena, Texas 76655



**Texas Commission on Environmental Quality
Customer Service Inspection Certificate
Form TCEQ-20699 - Instructions**

General Instructions:

The purpose of form TCEQ-20699 is to certify the identification and prevention of cross connections, potential contaminant hazards, and illegal lead materials as per *Title 30 of the Texas Administrative Code(30 TAC) 290.46(j)(4)*. The form can be completed one of two ways:

1. The form can be printed and completed manually, or;
2. The form can be completed electronically through an electronic medium (tablet, laptop computer, etc.). The yellow areas on the form can be completed electronically.

NOTE: *The form is intended to be completed on-site while the inspection is occurring. If the form is completed electronically, the electronic device must also be on-site for proper use of this form.*

The form must be printed and signed by the Inspector that performed the work. The hardcopy original or a copy must be provided to the Public Water System (PWS) for record keeping purposes as specified in *30 TAC §290.46(f)(3)(E)(iv)*.

Specific Instructions:

Please follow these instructions when completing Form TCEQ-20699:

1. Check boxes: If completing the form electronically, all check boxes are highlighted in yellow and can be selected to make the desired indication. Selecting a box will insert an "X" in the box.
2. Remarks: The "Remarks" section of the form is expandable, which means your final report can be more than one page. Make sure to include all pages when submitting to the local water purveyor.
3. Due to there being three (3) different licensed individuals that can fill out this form: TCEQ Licensed Customer Service Inspector, Licensed Plumbing Inspector or Licensed plumber with Water Supply Protection Specialist endorsement. Please provide your title.

*Please keep in mind this TCEQ form is updated regularly, please visit
https://www.tceq.texas.gov/search_forms.html
 to ensure you are using the correct form.

Texas Commission on Environmental Quality Customer Service Inspection Certificate

Name of PWS:	
PWS ID #:	
Location of Service:	

Reason for Inspection:	
New construction	<input type="checkbox"/>
Existing service where contaminant hazards are suspected	<input type="checkbox"/>
Material improvement, correction or expansion of distribution facilities	<input type="checkbox"/>

I _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge

Compliance	Non-Compliance		
<input type="checkbox"/>	<input type="checkbox"/>	(1)	No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
<input type="checkbox"/>	<input type="checkbox"/>	(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed.
<input type="checkbox"/>	<input type="checkbox"/>	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/>	<input type="checkbox"/>	(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
<input type="checkbox"/>	<input type="checkbox"/>	(5)	Plumbing installed on or after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.

<input type="checkbox"/>	<input type="checkbox"/>	(6) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.
--------------------------	--------------------------	--

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines:	Lead <input type="checkbox"/>	Copper <input type="checkbox"/>	PVC <input type="checkbox"/>	Other <input type="checkbox"/>
Solder:	Lead <input type="checkbox"/>	Lead Free <input type="checkbox"/>	Solvent Weld <input type="checkbox"/>	Other <input type="checkbox"/>

Remarks:	

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector:		License Type:	
Inspector Name(Print/Type):		License Number:	
Title of Inspector:		Date / Time of Insp.:	/

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC § 290.44(h)/290.46(j).

Date

LEVI WATER SUPPLY CORPORATION

P.O. BOX 490 ♦ 2757 ROSENTHAL PKWY

LORENA, TEXAS 76655-0490

(25) 857-3050 ♦ FAX: (254) 857-3226

leviwater@centrallink.com

NOTICE OF RATE INCREASE

The Levi Water Supply Corporation ("Corporation") Board of Directors held a public meeting on _____ (date) and voted to increase the monthly rates for water/sewer service for all members. (Insert reason for rate increase including measures the Corporation took to justify the increase such as rate analysis, etc.)

The new rates will take effect 30 days after this board decision, on _____ (date) and the new monthly rates will begin starting with the _____ (month) billing. The rate changes are as follows:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	NEW MONTHLY BASE RATE	CURRENT MONTHLY BASE RATE
5/8" X 3/4"	1.0	\$____.00	\$____.00
3/4"	1.5	\$____.00	\$____.00
1"	2.5	\$____.00	\$____.00
1 1/2"	5.0	\$____.00	\$____.00
2"	8.0	\$____.00	\$____.00
3" DISP.	9.0	\$____.00	\$____.00
3" CMPD.	16.0	\$____.00	\$____.00
3" TURB.	17.5	\$____.00	\$____.00
4" CMPD.	25.0	\$____.00	\$____.00
4" TURB.	30.0	\$____.00	\$____.00
6" CMPD.	50.0	\$____.00	\$____.00
6" TURB.	62.5	\$____.00	\$____.00
8" CMPD.	80.0	\$____.00	\$____.00
Water Gallonage charge		NEW MONTHLY	CURRENT MONTHLY
\$ __.00 per __,000 gallons for 0 to __,000 gallons		\$____.00	\$____.00
\$ __.00 per __,000 gallons for __,000 gallons to __,000 gallons		\$____.00	\$____.00
\$ __.00 per __,000 gallons for __,000 gallons and over		\$____.00	\$____.00

For more information about the rate increase, please contact the Corporation at the above telephone number or address.

SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS

HISTORIC USE PRODUCTION PERMIT

THIS CERTIFIES THAT: Levi Water Supply Corporation
2757 Rosenthal Pkwy
Lorena, Texas 76655
Phone: 254-857-3050

(the "Permittee"), has applied for an Historic Use Production Permit to withdraw and place to beneficial use groundwater from within the District, and that the Board of Directors of the Southern Trinity Groundwater Conservation District ("District") has APPROVED the application as follows:

1 Permit Category

This permit is a **Historic Use Production Permit**.

2 Permit Term

The term of this permit is **perpetual**.

3 Groundwater Source

The source of groundwater is the **Trinity Aquifer**.

4 Annual Groundwater Withdrawal Amounts

Permittee may withdraw groundwater from the Trinity Aquifer for beneficial, nonwasteful use in a manner not to exceed the following volume: **267.343 acre-feet per calendar year**. This groundwater withdrawal amount has been calculated pursuant to Section 5.211 of the District's rules. It may be subject to proportional adjustment pursuant to Chapter 5, Subchapter B of the District's rules, as may be amended.

5 Purpose of Use

Permittee may use Trinity Aquifer groundwater only for **municipal purposes**.

6 Well Name(s), Location(s), and Maximum Rate of Withdrawal

Groundwater may only be withdrawn from the aquifer from a well(s) located at each of the location(s) and with a maximum rate of withdrawal(s) (flow rate) as follows:

<u>Name</u>	<u>Location (latitude/longitude)</u>	<u>Maximum Flow Rate</u>
Plant # 1	N31D 23M 19S / W97D 06M 51S	405
Plant # 2	N31D 23M 33S / W97D 09M 44S	190
Plant # 3	N31D 23M 21S / W97D 10M 24S	176

SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS

7 Measurement of Amount of Groundwater Withdrawn

Permittee may only withdraw groundwater from a well that has an operating flow meter that meets the requirements of Chapter 8 of the District's rules.

8 Place of Use

Permittee may beneficially use Aquifer groundwater only within the Permittee's wholesale or retail water service area identified in the Certificate of Convenience and Necessity 10018, filed with the Texas Commission on Environmental Quality. Except as provided by 5.401(b) of the District's rules, as may be amended, if the place of use is not within the District's boundaries, Permittee must obtain a groundwater exportation permit from the District prior to the withdrawal of groundwater under the permit.

9 Well Construction, Operation, Maintenance, Closure

The well(s) identified in this permit shall be installed, equipped, operated, maintained, plugged, capped, or closed, as may be appropriate in accordance with the District's rules and all other applicable federal, state, and local laws, including by submitting a copy of a state plugging report to the District within 60 days after capping or plugging any well.

10 Water Conservation

Withdrawals of groundwater are required to be efficiently withdrawn and used in compliance with the District's rules and the District's water conservation plan, as may be amended, and Permittee's plan as approved by the District, as may be applicable.

11 Conveyance to Place of Use

Water authorized by this permit to be produced must be conveyed to the place of use in a manner to prevent evaporation, channel loss by percolation, or waste. Water conveyed greater than a distance of one-half mile from the wellhead where produced must be conveyed through a pipeline.

12 Meters; Alternative Measuring Method

Permittee shall install, operate and maintain the meter or alternative measuring method on the well(s) identified in this permit in compliance with the District's rules and the manufacturer's instructions.

13 Reports

Permittee shall timely file all applicable reports with the District on forms prescribed by the District as required by the District's rules, as may be amended, and other applicable law.

14 Fees

Permittee shall timely pay and remain current on the payment of all applicable fees to the District.

**SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS**

15 Interruption, Suspension, or Other Limitations Due to Drought

Permittee shall reduce water supply and consumption during times of drought in accordance with the District's rules and the District's management plan and Permittee's plan approved by the District, as applicable.

16 Groundwater Management Plan

Permittee shall withdraw and use groundwater only in accordance with the District's approved groundwater management plan, as may be amended.

17 Water Quality

Permittee shall use diligence to protect the water quality of groundwater in the District and shall comply with the District's water quality rules and take no action that pollutes or contributes to the pollution of groundwater in the District.

18 Transfers and Amendments

Permittee may transfer or amend this permit only in compliance with the District's rules.

19 Permit Review, Renewal or Extension Conditions

Permittee is subject to any review, renewal or extension conditions stated in the permit or the District's rules.

20 Change of Name, Address or Telephone Number

Permittee shall provide written notice to the District of any change of ownership, name of Permittee or the authorized representative, well operator, mailing address or telephone number within 30 days of such change.

21 Inspections by District

Any authorized officer, employee, agent or representative of the District shall have the right at all reasonable times to enter upon lands upon which a well may be located within the boundaries of the District, including the well(s) identified in Paragraph 6 of this permit, for the purpose of inspecting or testing such wells, meters, pumps and the power units of a well or wells, collecting water samples, and making any other reasonable and necessary inspections and tests that may be required or necessary for the formulation or the enforcement of the permits, rules or orders of the District. Permittee has a duty to ensure that the well site is accessible to District representatives for inspection and to cooperate fully in any reasonable inspection of the well(s) and well site by District representatives.

22 Additional Conditions

This permit is issued subject to the requirements of: (1) Chapter 8821, Texas Special District Local Laws Code; (2) Chapter 36, Texas Water Code, as may be amended; and (3) the District's Rules, as may be amended.

**SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS**

23 Enforcement

The District retains the right to take any and all enforcement actions within its legal authority to enforce compliance with the terms and conditions of this permit.

24 Continuing Jurisdiction of District

This permit is issued subject to the continuing jurisdiction of and supervision by the District, and may be amended from time to time consistent with applicable law, including if the District learns that any of the information set forth in this permit is incorrect on the date issued.

25 Permit Recordation

Within 30 days of the date of issuance of this approved permit from the District, Permittee shall record this permit with the County Clerk of every county in which the well(s) or place of use are located and provide a copy of the recorded permit to the District.

26 References to Law

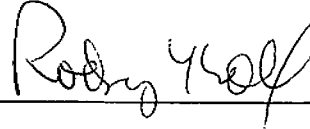
Any reference in this permit to a statute, rule, or other law of any kind, that exists on the date of issuance of the permit includes all subsequent amendments and additions thereto.

27 Other Matters Denied

All other matters requested in Permittee's application that are not specifically granted by this permit are denied.

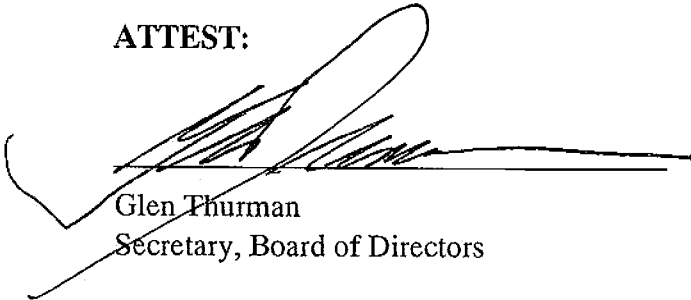
SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS

THIS PERMIT IS ISSUED, EXECUTED THIS 6th day of October, 2010, by the Board of Directors of the Southern Trinity Groundwater Conservation District.



Rodney Kroll,
President, Board of Directors

ATTEST:



Glen Thurman
Secretary, Board of Directors

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF MCLENNAN)

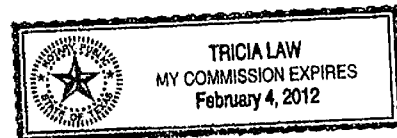
ON BEHALF OF THE DISTRICT, THIS PERMIT WAS ACKNOWLEDGED before me on October 6, 2010, by Rodney Kroll, President, Board of Directors, Southern Trinity Groundwater Conservation District, a groundwater conservation district created pursuant to Article XVI, Section 59, Texas Constitution.



Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

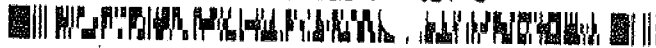
Tricia Law, General Manager
Southern Trinity Groundwater Conservation District
P. O. Box 2205
420 North 6th Street
Waco, Texas 76703



TEXAS COUNTY OF FALLS
that this instrument was FILED on
of the time stamped hereon by me, and
RECORDED in VOL 250 PAGE 329 of
PUBLIC RECORDS of Falls County,
10-25-2010
FRANCES BRASWELL, COUNTY CLERK
FALLS COUNTY, TEXAS
By _____ Deputy

FILED 8:00 AM
OCT 20 2010
FRANCES BRASWELL
CO. CLK. FALLS CC.

(5) 26K



Permit Number: NHUPP-2013-007

SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS

NON-HISTORIC USE PRODUCTION PERMIT

THIS CERTIFIES THAT: Levi Water Supply Corporation
2757 Rosenthal Pkwy
Lorena, Texas 76655
Phone: 254-857-3050

(the "Permittee"), has applied for an Non-Historic Use Production Permit to withdraw and place to beneficial use groundwater from within the District, and that the Board of Directors of the Southern Trinity Groundwater Conservation District ("District") has APPROVED the application as follows:

1 Permit Category

This permit is a **Non-Historic Use Production Permit**.

2 Permit Term

The permit expires December 31, 2033.

3 Groundwater Source

The source of groundwater is the **Trinity Aquifer**.

4 Annual Groundwater Withdrawal Amounts

Permittee may withdraw groundwater from the Trinity Aquifer for beneficial, nonwasteful use in a manner not to exceed the following volume: **63.23 acre-feet per calendar year**. This groundwater withdrawal amount has been calculated pursuant to Section 5.229 of the District's rules. The amount of groundwater withdrawal may be subject to proportional adjustment pursuant to Chapter 5, Subchapter B of the District's rules, as may be amended; and may be subject to cancellation or reduction pursuant to Section 5.235 of the District's rules.

5 Purpose of Use

Permittee may use Trinity Aquifer groundwater only for **municipal purposes**.

6 Well Name(s), Location(s), and Maximum Rate of Withdrawal

Groundwater may only be withdrawn from the aquifer from the well(s) located at each of the location(s) and with a maximum rate of withdrawal(s) (flow rate) as follows:

<u>Name</u>	<u>Location (latitude/longitude)</u>	<u>Maximum Flow Rate (gpm)</u>
Plant # 1	N31D 23M 19S / W97D 06M 51S	405
Plant # 2	N31D 23M 33S / W97D 09M 44S	190
Plant # 3	N31D 23M 21S / W97D 10M 24S	176

SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS

7 Maximum Daily and Hourly Amounts of Withdrawal

If the Permittee has not exceeded the groundwater withdrawal amount as calculated pursuant to Section 4, the Permittee may withdraw in any given 24-hour period a maximum daily flow (gallons per day) of the sum of all flow rates (gpm) listed in Section 6 multiplied by 1,440, and the Permittee may withdraw in any given 1-hour period a maximum hourly flow (gallons per hour) of the sum of all flow rates (gpm) listed in Section 6 multiplied by 60.

8 Measurement of Amount of Groundwater Withdrawn

Permittee may only withdraw groundwater from a well that has an operating flow meter that meets the requirements of Chapter 8 of the District's rules and is listed in Section 6 of this permit. Only the annual amount of groundwater withdrawn from wells listed in Section 6 that is in excess of the annual amount allowed in the Permittee's Historic Use Production Permit (HUPP-2010-014, 63.23 acre-feet) shall be allocated to this permit.

9 Place of Use

Permittee may beneficially use Aquifer groundwater only within the Permittee's wholesale or retail water service area identified in the Certificate of Convenience and Necessity number 10018, filed with the Texas Commission on Environmental Quality. Except as provided by 5.401(b) of the District's rules, as may be amended, if the place of use is not within the District's boundaries, Permittee must obtain a groundwater exportation permit from the District prior to the withdrawal of groundwater under the permit.

10 Well Construction, Operation, Maintenance, Closure

The well(s) identified in this permit shall be installed, equipped, operated, maintained, plugged, capped, or closed, as may be appropriate in accordance with the District's rules and all other applicable federal, state, and local laws, including by submitting a copy of a state plugging report to the District within 60 days after capping or plugging any well.

11 Water Conservation

Withdrawals of groundwater are required to be efficiently withdrawn and used in compliance with the District's rules and the District's management plan, as may be amended, and Permittee's water conservation plan as approved by the District, as may be applicable. Starting in the year 2015, and for each year thereafter under the term of this permit, Permittee must be able to provide documentation to the District by March 1st of each year that a minimum of 85% of the amount of groundwater withdrawn under this permit and any Historical Use Production Permit held by the Permittee in the previous calendar year is accounted for (water losses must not exceed 15% of the total amount of groundwater withdrawn by the applicant).

SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS

12 Conveyance to Place of Use

Water authorized by this permit to be produced must be conveyed to the place of use in a manner to prevent evaporation, channel loss by percolation, or waste. Water conveyed greater than a distance of one-half mile from the wellhead where produced must be conveyed through a pipeline.

13 Meters; Alternative Measuring Method

Permittee shall install, operate and maintain the meter or alternative measuring method on the well(s) identified in this permit in compliance with the District's rules and the manufacturer's instructions.

14 Reports

Permittee shall timely file all applicable reports with the District on forms prescribed by the District as required by the District's rules, as may be amended, the requirements of this permit, and other applicable law.

15 Fees

Permittee shall timely pay and remain current on the payment of all applicable fees to the District.

16 Interruption, Suspension, or Other Limitations Due to Drought

Permittee shall reduce water supply and consumption during times of drought in accordance with the District's rules and the District's management plan and Permittee's drought and water conservation plan approved by the District, as applicable.

17 Other Water Permits or Water Supply Contracts

Permittee shall only withdraw groundwater pursuant to this permit if the Permittee has made all reasonable efforts to fully use all water available to the Permittee pursuant to other water supply permits and/or water supply contracts, if any.

18 Groundwater Management Plan

Permittee shall withdraw and use groundwater only in accordance with the District's approved groundwater management plan, as may be amended.

19 Water Quality

Permittee shall use diligence to protect the water quality of groundwater in the District and shall comply with the District's water quality rules and take no action that pollutes or contributes to the pollution of groundwater in the District.

20 Transfers and Amendments

Permittee may transfer or amend this permit only in compliance with the District's rules.

SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS

21 Permit Review, Renewal or Extension Conditions

Permittee is subject to any review, renewal or extension conditions stated in the permit or the District's rules. This permit is subject to cancellation in accordance with Section 5.235 of the District's rules.

22 Change of Name, Address or Telephone Number

Permittee shall provide written notice to the District of any change of ownership, name of Permittee or the authorized representative, well operator, mailing address or telephone number within 30 days of such change.

23 Inspections by District

Any authorized officer, employee, agent or representative of the District shall have the right at all reasonable times to enter upon lands upon which a well may be located within the boundaries of the District, including the well(s) identified in Section 6 of this permit, for the purpose of inspecting or testing such wells, meters, pumps and the power units of a well or wells, collecting water samples, and making any other reasonable and necessary inspections and tests that may be required or necessary for the formulation or the enforcement of the permits, rules or orders of the District. Permittee has a duty to ensure that the well site is accessible to District representatives for inspection and to cooperate fully in any reasonable inspection of the well(s) and well site by District representatives.

24 Additional Conditions

24.1 This permit is issued subject to the requirements of: (1) Chapter 8821, Texas Special District Local Laws Code; (2) Chapter 36, Texas Water Code, as may be amended; and (3) the District's Rules, as may be amended.

24.2 This permit is subject to the standard permit conditions set forth in Section 5.233 of the District Rules.

25 Enforcement

The District retains the right to take any and all enforcement actions within its legal authority to enforce compliance with the terms and conditions of this permit.

26 Continuing Jurisdiction of District

This permit is issued subject to the continuing jurisdiction of and supervision by the District, and may be amended from time to time consistent with applicable law, including if the District learns that any of the information set forth in this permit is incorrect on the date issued.

27 Permit Recordation

Within 30 days of the date of issuance of this approved permit from the District, the District on behalf of the Permittee will record this permit with the County Clerk of every

SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS

county in which the well(s) or place of use are located and provide a copy of the recorded permit to the Permittee. The cost of such recordings shall be assessed against the Permittee.

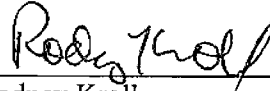
28 References to Law

Any reference in this permit to a statute, rule, or other law of any kind, that exists on the date of issuance of the permit includes all subsequent amendments and additions thereto.

29 Other Matters Denied

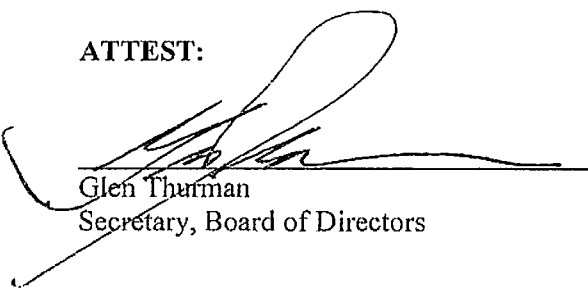
All other matters requested in Permittee's application that are not specifically granted by this permit are denied.

THIS PERMIT IS ISSUED, EXECUTED THIS 27th day of March, 2014, by the Board of Directors of the Southern Trinity Groundwater Conservation District.



Rodney Kroll
President, Board of Directors

ATTEST:



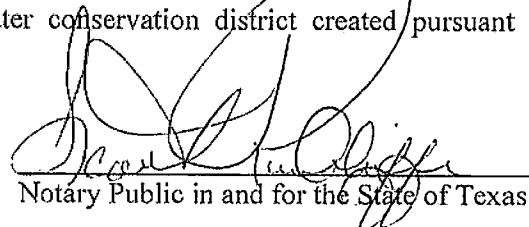
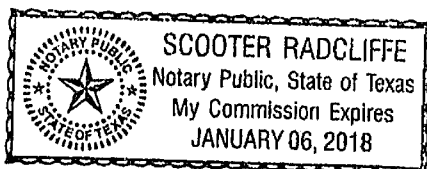
Glen Thurman
Secretary, Board of Directors

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF MCLENNAN)

ON BEHALF OF THE DISTRICT, THIS PERMIT WAS ACKNOWLEDGED before me on MARCH 27, 2014, by Rodney Kroll, President, Board of Directors, Southern Trinity Groundwater Conservation District, a groundwater conservation district created pursuant to Article XVI, Section 59, Texas Constitution.



Notary Public in and for the State of Texas

Exhibit 1 – Technical Summary

Well Owner: Levi Water Supply Corporation,
2757 Rosenthal Pkwy,
Lorena, Texas, 76655

Application No.: NHUPP-2013-007

Aquifer: Trinity

Annual production of groundwater not to exceed: 63.23 Acre-Feet

Date Application Received: 4/16/2010

Location of Each Point of Withdrawal and Maximum Withdrawal Rate:

Latitude/Longitude (NAD83):

N31D 23M 19S / W97D 06M 51S	405 gpm
N31D 23M 33S / W97D 09M 44S	190
N31D 23M 21S / W97D 10M 24S	176

Proposed Purpose and Place of Use

All groundwater produced under the proposed permit is restricted to Municipal Use within the Applicant's Water Service Area as defined by the Applicant's Certificate of Convenience and Necessity 10018 issued by the Texas Commission on Environmental Quality.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



J. A. "Andy" Harwell, County Clerk
04/01/2014 09:24 AM
Fee: \$0.00
2014008812 ORDER
McLennan County, Texas

**LEVI WATER SUPPLY CORP.
NOTICE OF MEETING –REVISED**

Notice is hereby given that the LEVI WATER SUPPLY CORPORATION'S Board of Directors will meet on Monday, September 20, 2021, at 6:00 p.m., in the Corporation office located at 2757 Rosenthal Pkwy., Lorena, Texas. The Board reserves the right to act on any information item. The president can change the order of the agenda, request additional information on any agenda item or defer action on any agenda item, and can call for a closed session on any item if needed. Items to be presented are as follows:

Prayer & Pledge

- A. Call to Order – call to order, determination of quorum and recognition of visitors.
- B. Approval of July, 2021 Minutes
- C. Member comments – limit 3 minutes each (one hour maximum)
- D. Tariff Updates
- E. Improvement updates
- F. Future improvements to consider
- G. Previous Meter Request, conditional approval pending completion of Iron Bridge Project
- H. Locations that would require an additional meter. (Conditions may have existed for a long time)
- I. Abandoned meters—Cory Priest meters
- J. Emergency Preparedness Plan – (installing generators that would start and run well pumps)
- K. Discuss additional or alternate storage at plant 3 – current storage tank needs to be refurbished
- L. Additional Water Source
- M. Discuss funding of additional water source (Contribution as defined in the tariff)
- N. Discuss rate structure (previously considered upper usage tiers)
- O. Operators' Report
- P. Manager's Report – July & August Reports
- Q. Applications for New Service (Standard & Non Standard) – (if any)
- P. Convene into closed session under the authority of Texas Government Code, Chapter 551 of the Open Meetings Act regarding discussion of (if needed)
 - 1. Consultation with Attorney – Pending Litigation (551.071)
 - 2. Consultation with Attorney – Attorney/Client Privileged Consultations (551.071)
 - 3. Deliberations Regarding Real Property (551.072)
 - 4. Deliberations Regarding Personnel Matters (551.074) - *Employee Compensation*
 - 5. Discussion of contracts, addendums to contracts, Easements
 - 6. Economic Development Negotiations
- Q. Reconvene into Open Session
- R. Take any actions regarding matters discussed in closed session
- S. Updates on previous authorized action by the Board & updates on any old business – if any
- T. Consider Items for future board meeting agendas
- U. Adjournment

Signed this 13th day of September, 2021 - revised September 17, 2021

Jim Sheffield, General Manager, Levi Water Supply Corporation

*I, Jim Sheffield, hereby certify that, all board members were notified at least 5 days prior to this meeting and at least 72 hours before the scheduled time of the meeting, a true and correct copy of the above **NOTICE OF OPEN MEETING** was: (1) posted at www.leviwater.com and outside the Levi Water Supply Corp. office at 2757 Rosenthal Pkwy.*

Persons with disabilities who plan to attend the meeting and who may need auxiliary aids or services, and persons who desire the assistance of an interpreter are requested to contact Levi Water Supply, at (254) 857-3050, at least two working days prior to the meeting so that appropriate arrangements can be made.

Executive Session/Closed Meeting: No final action, decision, or vote will be taken on any matter in executive/closed session.

Public Comments: In accordance with the Texas Open Meetings Act, the Board will not act on, deliberate, or discuss at the meeting any public comments brought before them for which notice has not been given as required under the Act. The board may make a statement of specific factual information in response to an inquiry, recite existing policy in response to an inquiry, or propose to place the subject on the agenda for a subsequent meeting.

**LEVI WATER SUPPLY CORP.
NOTICE OF MEETING**

Notice is hereby given that the LEVI WATER SUPPLY CORPORATION'S Board of Directors will conduct a work session, Friday, November 12, 2021, at 2:00 p.m., in the Corporation office located at 2757 Rosenthal Pkwy., Lorena, Texas. The Board reserves the right to act on any information item. The president can change the order of the agenda, request additional information on any agenda item or defer action on any agenda item, and can call for a closed session on any item if needed. Items to be presented are as follows:

Prayer & Pledge

- A. Call to Order – call to order, determination of quorum and recognition of visitors.
- B. Member or Visitor comments – limit 3 minutes each (one hour maximum)
- C. Discuss Additional Water Source to include possible locations for a water plant. For any location that will be considered the discussion can include the need for an engineering study, TCEQ requirements, discussions with electrical providers for potential service and any upgrades that would be required in the electrical distribution system and improvements or upgrades to the current infrastructure of the Levi system that would be necessary to receive water into the Levi System.
- D. Current number of requests for water meters
- E. Emergency Preparedness Plan Update
- F. Applications for New Service (Standard & Non Standard) – (if any)
- G. Convene into closed session under the authority of Texas Government Code, Chapter 551 of the Open Meetings Act regarding discussion of (if needed)
 - 1. Consultation with Attorney – Pending Litigation (551.071)
 - 2. Consultation with Attorney – Attorney/Client Privileged Consultations (551.071)
 - 3. Deliberations Regarding Real Property (551.072)
 - 4. Deliberations Regarding Personnel Matters (551.074) - *Employee Compensation*
 - 5. Discussion of contracts, addendums to contracts, Easements
 - 6. Economic Development Negotiations
- H. Reconvene into Open Session
- I. Take any action regarding matters discussed in closed session
- J. Consider Items for future board meeting agendas
- K. Adjournment

Signed this 5th day of November, 2021


Jim Sheffield, General Manager, Levi Water Supply Corporation

*I, Jim Sheffield, hereby certify that, all board members were notified at least 5 days prior to this meeting and at least 72 hours before the scheduled time of the meeting, a true and correct copy of the above **NOTICE OF OPEN MEETING** was: (1) posted at www.leviwater.com and outside the Levi Water Supply Corp. office at 2757 Rosenthal Pkwy.*

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LEVI WATER SUPPLY CORP.
NOTICE OF MEETING – REVISED

Notice is hereby given that the LEVI WATER SUPPLY CORPORATION'S Board of Directors will meet on Thursday, December 16, 2021, at 6:00 p.m., in the Corporation office located at 2757 Rosenthal Pkwy., Lorena, Texas. The Board reserves the right to act on any information item. The president can change the order of the agenda, request additional information on any agenda item or defer action on any agenda item, and can call for a closed session on any item if needed. Items to be presented are as follows:

Prayer & Pledge

- A. Call to Order – call to order, determination of quorum and recognition of visitors.
- B. Approval of September Minutes & November Work Session Minutes
- C. Member comments – limit 3 minutes each (one hour maximum)
- D. Levi Pkwy improvements – change order
- E. Future Improvements to consider including additional or alternate water source
- F. RDA (Financing Option for improvements) – Funding for additional water source
- G. Financial Overview – September & October Financial Reports
- H. Discuss Audit for 2021 Fiscal Year – Appoint Budget Committee for 2022
- I. Emergency Preparedness Plan – Due March 1, 2022
- J. Generators – site preparation
- K. Rate Structure (previously discussed rate adjustment on upper usage tiers)
- L. Privacy – Recommendations are being made to do away with post card billing
- M. Levi Equipment – Automobile
- N. Operators' Report
- O. Manager's Report – September, October, November Reports
- P. Applications for New Service (Standard & Non Standard) – (if any)
- Q. Butch Eustice – Request for Meter
- R. Annual Meeting – Tentative April 26, 2022
- S. Convene into closed session under the authority of Texas Government Code, Chapter 551 of the Open Meetings Act regarding discussion of (if needed)
 - 1. Consultation with Attorney – Pending Litigation (551.071)
 - 2. Consultation with Attorney – Attorney/Client Privileged Consultations (551.071)
 - 3. Deliberations Regarding Real Property (551.072)
 - 4. Deliberations Regarding Personnel Matters (551.074) - *Employee Compensation*
 - 5. Discussion of contracts, addendums to contracts, Easements
 - 6. Economic Development Negotiations
- T. Reconvene into Open Session
- U. Take any actions regarding matters discussed in closed session
- V. Updates on previous authorized action by the Board & updates on any old business – if any
- W. Consider Items for future board meeting agendas
- X. Adjournment

Signed this 7th day of December, 2021 Revised – December 13, 2021

Jim Sheffield, General Manager, Levi Water Supply Corporation

*I, Jim Sheffield, hereby certify that, all board members were notified at least 5 days prior to this meeting and at least 72 hours before the scheduled time of the meeting, a true and correct copy of the above **NOTICE OF OPEN MEETING** was: (1) posted at www.leviwater.com and outside the Levi Water Supply Corp. office at 2757 Rosenthal Pkwy.*

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