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PUC DOCKET NO. _____

PETITION BY CENTURY LAND	§	BEFORE THE
HOLDINGS II, LLC AND GRBK	§	
EDGEWOOD, LLC FOR	§	PUBLIC UTILITY COMMISSION
AMENDMENT OF WATER CCN NO.	§	
10294 HELD BY AQUA WATER	§	OF TEXAS
SUPPLY CORPORATION	§	

PETITION BY CENTURY LAND HOLDINGS II, LLC AND GRBK EDGEWOOD, LLC FOR AMENDMENT OF WATER CERTIFICATE OF CONVENIENCE AND NECESSITY PURSUANT OT TEXAS WATER CODE SECTION 13.254

TO THE PUBLIC UTILITY COMMISSION OF TEXAS:

COME NOW, CENTURY LAND HOLDINGS II, LLC and GRBK EDGEWOOD, LLC (collectively, “*Petitioners*”) and file this Petition with the Public Utility Commission of Texas (the “*PUC*”) for Amendment of Water Certificate of Convenience and Necessity No. 10294 held by Aqua Water Supply Corporation (“*Aqua WSC*”) pursuant to (i) Texas Water Code Section 13.254; and (ii) 16 Texas Admin. Code Section 24.245(d). In support thereof, Petitioners show the following:

I. APPLICABLE REGULATIONS

Section 13.254(a) of the Texas Water Code provides in relevant part that the Public Utility Commission of Texas (the “*Commission*”) at any time after notice and hearing may revoke or amend any certificate of public convenience and necessity with the written consent of the certificate holder.

16 Texas Admin. Code Section 24.245(d)(1)(E) provides that at any time after notice and opportunity for hearing, the Commission may revoke any CCN or amend any CCN by decertifying a portion of the service area if the Commission finds that the current CCN holder has consented in writing to the revocation or amendment.

As more fully set forth below, Aqua WSC has consented to the exclusion of certain real property being developed by Petitioners from Water CCN No. 10294, and this Petition requests that the Commission amend Water CCN No. 10294 to exclude said property pursuant to Texas Water Code Section 13.254 o and 16 Texas Admin. Code Section 24.245(d)(1)(E).

II. BACKGROUND INFORMATION

Petitioners are developing the real property more particularly described in the exhibits attached hereto (the “Property”) as a master-planned single family residential development known as “Trinity Ranch”. The Property is currently located within Bastrop County, Texas and within Aqua WSC’s certificated water service territory, as defined by CCN No. 10294.

All of the Property is located within, and corresponds to, the boundaries of Elgin Municipal Utility District No. 1 and Elgin Municipal Utility District No. 2 (collectively, the “Districts”), each of which is a municipal utility district previously created by the Texas Commission on Environmental Quality. Aqua has agreed to provide wholesale water service to the Districts, which shall provide retail water service to customers within their respective boundaries. Under the Wholesale Service Agreement, Aqua WSC has consented to release of the Property from Aqua’s CCN No. 10294 so that the Districts may provide retail water services to all customers within their respective boundaries.

III. REQUEST FOR AMENDMENT TO CCN

Petitioners request that the Commission amend CCN No. 10294 to exclude the Property pursuant to Texas Water Code Section 13.254 and 16 Texas Admin. Code Section 24.245(d)(1)(E).¹

¹ The Property is not eligible for streamlined expedited release under Section 13.2541 of the Texas Water Code, and Petitioners therefore seek to amend CCN No. 10294, with Aqua WSC’s consent, pursuant to Section 13.254 of the Texas Water Code.

Section 2.8 of the Wholesale Service Agreement executed by Petitioners and Aqua WSC, a copy of which is attached hereto, provides as follows:

“2.8 Petition to Decertify Property at PUC. Upon execution of this Agreement, Purchaser may prepare, file, and pursue approval of a petition to decertify the Property from Aqua WSC’s retail water CCN service area as demonstrated in Exhibit A and Aqua WSC shall consent to the decertification of the Property. Purchaser shall pay the full costs to prepare, file, and pursue the approval of the petition to decertify at the PUC, including any costs incurred by Aqua as part of the petition process. In addition to providing consent to the decertification of the Property, Aqua agrees to cooperate and assist in any administrative proceedings to expeditiously decertify the Property from Aqua WSC’s retail water CCN.”

The foregoing provision conclusively demonstrates that Aqua WSC has consented to the exclusion of the Property from CCN No. 10294, and CCN No. 10294 may therefore be amended to exclude the Property pursuant to Section 13.254 of the Texas Water Code.

In support of this Petition, Petitioners have attached the following exhibits:

1. General Location Maps for the Property (identifying the lands in each of the Districts) is attached hereto as **Exhibit “A”**;
2. Detailed Location Maps for the Property (identifying the lands in each of the Districts) is attached hereto as **Exhibit “B”**;
3. A map that identifies the boundaries of both Districts, and represents the boundaries of the Property, is attached hereto as **Exhibit “C”**.
4. Digital Mapping Data for the boundaries of each of the Districts that comprise the Property accompanies this Petition; and
5. The Wholesale Service Agreement is attached hereto as **Exhibit “D”**.

III. CONCLUSION AND PRAYER

Texas Water Code Section 13.254 authorizes the Commission to amend a CCN in response to a petition if the current CCN holder has consented in writing to the amendment. Aqua has consented to the exclusion of the Property from CCN No. 10294. Petitioners therefore request that the Commission grant this Petition and issue an order under the authority of Section 13.254 of the Texas Water Code amending water CCN No. 10294 to exclude the Property.

Respectfully submitted,

Anthony S. Corbett

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**ATTORNEYS FOR CENTURY LAND
HOLDINGS II, LLC and GRBK EDGWOOD,
LLC**

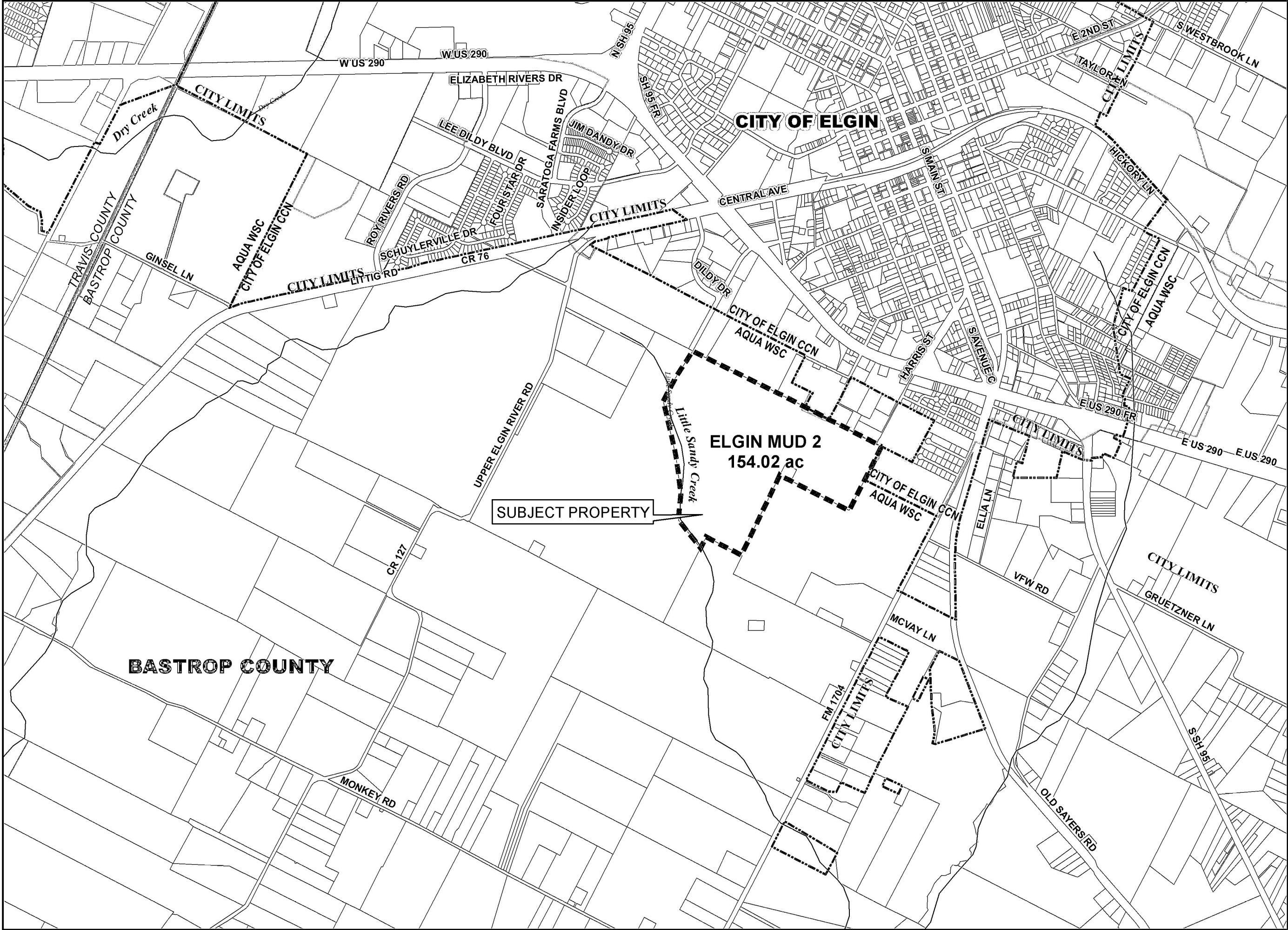
CERTIFICATE OF SERVICE

I certify that notice of the filing of this document was provided to all parties of record via electronic mail on June 14, 2023, in accordance with the Order Suspending Rules, issued in Project No. 50664.

Anthony S. Corbett

Anthony S. Corbett

Exhibit “A”
General Location Maps



Legend:

- ELGIN MUD No. 2 Boundary
- City Limits
- Water CCN: AQUA WCS and CITY OF ELGIN CCN
- County Boundary
- Creek

Elgin Municipal Utility District No. 2
General Location Map for CCN Transfer

Project Name:
Elgin MUD 2
CCN Transfer
Project Number:
0319-006
Date:
June 2023

0 1,500 3,000 Feet

JONES - HEROY & ASSOCIATES, INC.
13915 N. Mopac Expy
Suite 408
Austin, Texas 78728
Office: (512) 988-2200
Fax: (512) 988-2213
TBPE Reg. Firm F-006320

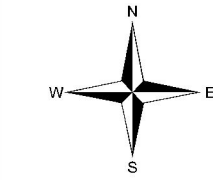
Sheet 1 of 1

Exhibit “B”
Detailed Location Maps



**Elgin Municipal Utility District No. 2
Detailed Map for CCN Transfer**

- Legend:**
- ELGIN MUD No. 2 Boundary
 - City Limits
 - Water CCN: AQUA WCS and CITY OF ELGIN CCN
 - Creek



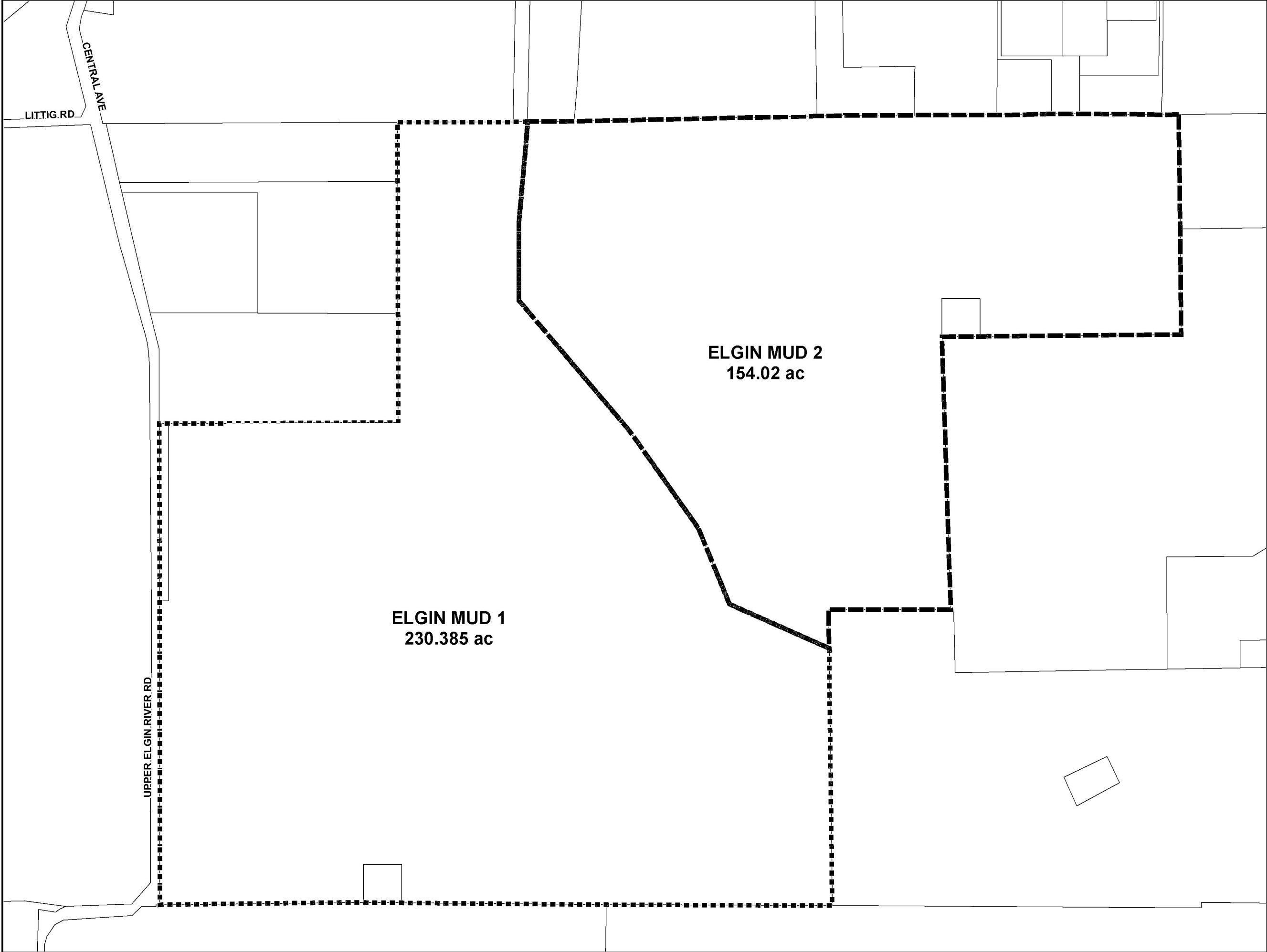
Project Name:
Elgin MUD 2
CCN Transfer
Project Number:
0319-006
Date:
June 2023



JONES - HEROY & ASSOCIATES, INC.

Office: (512) 989-2200
Suite 408
Austin, Texas 78728
Fax: (512) 989-2213
TBPE Reg. Firm F-006320

Exhibit “C”
Perimeter Boundary Map



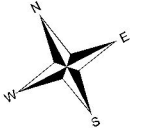

Elgin Municipal Utility Districts No. 1 and No. 2 Boundary for CCN Transfer	
Legend: [Dashed Line] Elgin MUD 1 Boundary [Dashed Line] Elgin MUD 2 Boundary	Project Name: Elgin MUD 1 and 2 CCN Transfer Project Number: JHA 0318-004 and JHA 0319-006 Date: May 2023
	
	
JONES - HEROY & ASSOCIATES, INC. 13915 N. Mopac Expy Suite 408 Austin, Texas 78728 Office: (512) 989-2200 Fax: (512) 989-2213 TBPPE Reg. Firm F-006320	
Sheet 1 of 1	

Exhibit “D”
Wholesale Service Agreement

**[Exhibit "A" to Partial Assignment and Assumption of Rights, Duties, Liabilities
and Obligations Under Wholesale Service Agreement Between Aqua Water
Supply Corporation, Century Land Holdings II, LLC and GRBK Edgewood, LLC]**

WHOLESALE SERVICE AGREEMENT

BETWEEN

AQUA WATER SUPPLY CORPORATION,

CENTURY LAND HOLDINGS II, LLC,

AND

GRBK EDGEWOOD LLC

WHOLESALE SERVICE AGREEMENT

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EXHIBITS

Exhibit A – Aqua WSC’s Retail Water CCN Service Area

Exhibit B – Legal Description of the Property

Exhibit C – Preliminary Concept Plan for Trinity Ranch

Exhibit D - Aqua WSC’s Terms and Conditions for Wholesale Service To Districts to be Decertified from Aqua WSC’s CCN No. 10294

Exhibit E – Feasibility Study, dated May 5, 2023, which includes the Preliminary Cost Summary for Trinity Ranch—Phase I and the Preliminary Cost Summary for Trinity Ranch – Full Buildout

Exhibit F – Standard Form Easement

Exhibit G - Description of Point of Delivery

Exhibit H – Name and Address for Notice to Purchaser

Exhibit I – Aqua WSC’s Water Rationing Plan

Exhibit J -- Schedule of Payment of System Development Fees and Capital Improvement Recovery Fees

WHOLESALE SERVICE AGREEMENT

THIS WHOLESALE SERVICE AGREEMENT is made and entered into by and between Aqua Water Supply Corporation (hereinafter called “Aqua”), a non-profit water supply corporation in Bastrop, Caldwell, Williamson, Lee, Fayette, and Travis Counties, Texas, and Century Land Holdings II, LLC, a Colorado limited liability company (“Century”), and GRBK Edgewood LLC, a Texas limited liability company (“GRBK”) (hereinafter Century and GRBK collectively called “Purchaser”), or their predecessors or successors in interest or assigns, and is effective the 12th day of May, 2023 (the “Effective Date”). Any proper assignee of Purchaser, as defined in Section 15.1 of this Agreement, shall assume all assigned rights and obligations of Purchaser.

WITNESSETH:

WHEREAS, Aqua holds retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 issued by the Texas Commission on Environmental Quality, or its predecessors or successors in interest, identified as Exhibit “A” and made a part hereto; and

WHEREAS, Purchaser intends to develop approximately 384 acres located in Bastrop County, Texas (“Property”), identified as Exhibit “B” and made a part hereto, in multiple phases and intends to develop the Property into approximately 1,725 single-family residences and an amenity center, and, as of the Effective Date, Purchaser is in negotiation with Elgin Independent School District (E.I.S.D.) to possibly convey a portion of the Property to E.I.S.D. for a school, as preliminarily identified in the preliminary concept plan (which concept plan is subject to change in Purchaser’s discretion) as Exhibit “C” and made a part hereto, for a total of 1,803 living unit equivalents (“LUEs”);

WHEREAS, Elgin Municipal Utility District No. 1 and Elgin Municipal Utility District No. 2 (“Districts”) are municipal utility districts, created pursuant to Article 16, Section 59 of the Texas Constitution, and operating pursuant to Chapter 49 and 54, Texas Water Code. The Districts are authorized to provide retail water utility service to the property owners within the Districts. The boundaries of the Districts are coterminous with the Property;

WHEREAS, on September 1, 2014, the Public Utility Commission of Texas (“PUC”) took over regulation of water utility rates and services including wholesale water rate appeals and the issuance of water and wastewater CCNs; and

WHEREAS, Purchaser desires to contract with Aqua for the purchase of Wholesale Service to be provided by Aqua to provide such service to the Property; and

WHEREAS, subsequent to the execution of this Agreement, Purchaser shall assign, in whole or in part, this Agreement to either Elgin Municipal Utility District No. 1 or Elgin Municipal Utility District No. 2. The Districts will enter into a Joint Facilities Agreement, or a similar agreement, that shall provide, among other things that either Elgin Municipal Utility District No. 1 or Elgin Municipal Utility District No. 2 shall act as the Managing District, purchasing water from Aqua on a wholesale basis and selling such water to the district that not designated as the Managing District, as a Participating District, on a wholesale basis. Each District will individually provide retail water service to property owners within each District; and

WHEREAS, Aqua’s Terms and Conditions for Wholesale Water Service to Districts to be Decertified from Aqua WSC’s CCN No. 10294 (“Terms and Conditions”), attached hereto as Exhibit “D” and which may be amended from time to time, set forth the minimum conditions under which it will agree to provide Wholesale Service; and

WHEREAS, Century and GRBK, the current owners of the Property, have made application to Aqua for Wholesale Service under the provisions of Aqua's Terms and Conditions, and have provided the required fee to pay for a Feasibility Study as required by such Terms and Conditions, and the Feasibility Study for the Property is attached hereto as Exhibit "E"; and

WHEREAS, the Purchaser has a need for obtaining temporary peak flow from Aqua for the first phase of development of the Property which shall be comprised of one hundred and fifty five (155) lots ("Phase 1 Lots") and Aqua agrees to provide such temporary peak flow for a period of three (3) years from the date of execution of this Agreement or the date of receipt by Aqua of written notice of completion of the facilities by Purchaser to provide peak flow for the first phase of development of the Property whatever date occurs first; and

WHEREAS, the Purchaser will pay Aqua the amount of the Capacity Reservation Fees, the System Development Fees and the Capital Improvement Recovery Fees provided in the Preliminary Cost Summary – Phase 1 which is part of Exhibit "E", at the time of execution of this Agreement in consideration of Aqua providing the Purchaser with the temporary peak flow needed for Phase 1; and

WHEREAS, the Purchaser will pay Aqua the amount of the Capacity Reservation Fees, as established in the Terms and Conditions, provided in the Preliminary Cost Summary – Full Buildout, which is part of Exhibit "E", at the time of execution of this Agreement; and

WHEREAS, the Purchaser will pay Aqua the remaining amount of System Development Fees and Capital Improvement Recovery Fees owed to Aqua for all future phases of development of the Property in the amounts provided in the Preliminary Cost Summary – Full

Buildout, which is part of Exhibit “E”, on an annual basis in accordance with the Schedule for Development for Payment of System Development Fees attached hereto as Exhibit “J”; and

WHEREAS, Aqua has reviewed the Feasibility Study for the development of the Property and has determined that Aqua has sufficient water supplies available to enable it to contract with Purchaser for temporary peak flow and Wholesale Water Service for Phase 1 of the development of the Property and Wholesale Service for the Full Buildout of the development of the Property, and has documented such findings with a Resolution adopted by its Board of Directors; and

WHEREAS, it is necessary for Aqua to construct a new 12” water line to be located on the west side of FM 1704 (“Full Buildout Project”) to enable Aqua to provide wholesale water services for the last remaining one thousand four hundred and ninety three (1493) LUEs that are associated with all phases of the development of the Property, including the portion of the Property that may be conveyed to E.I.S.D., as contemplated in this Agreement; and

WHEREAS, to assist Aqua in its efforts to provide the water supplies necessary for the Property which are subject to the regulations of the Lost Pines Groundwater Conservation District, as set forth in Section 2.16 of this Agreement, Purchaser agrees to convey to Aqua any groundwater rights the Purchaser may own associated with the approximately 384 acres located in Bastrop County that comprise the Property or portion thereof then owned by Purchaser; and

WHEREAS, Aqua and Purchaser wish to enter into an agreement whereby Aqua will provide Wholesale Service to Purchaser at rates that are generally applicable and uniformly applied to similarly situated purchasers; and

WHEREAS, the provision of Wholesale Service to Purchaser by Aqua will further the public purpose of regionalization of water supplies;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Aqua agrees to furnish and Purchaser agrees to pay for Wholesale Service upon the terms and conditions and for the consideration set forth herein.

**ARTICLE I.
DEFINITIONS AND CONSTRUCTION OF AGREEMENT**

1.1 Defined Terms. Capitalized terms used in this Agreement and in any exhibit or attachment that is made a part of this Agreement, and not otherwise defined herein, shall have the meanings contained in Aqua's Terms and Conditions. The following additional terms shall have the meanings set forth herein:

(a) "Agreement" means this contract or agreement between the Parties, otherwise known as the Wholesale Service Agreement and any written amendments thereto.

(b) "Annual Daily Average" means the total amount of water taken by Purchaser in the prior Water Year, divided by 365.

(c) "Aqua Indemnified Party" means Aqua, its officials, employees, contractors, agents and representatives.

(d) "Business Day" means any Day other than Saturdays, Sundays, and Days on which banks in the Service Area of Aqua are required or permitted to be closed for all or part of their customary hours of operation.

(e) "CCN" means a certificate of convenience and necessity granted by the Texas Commission on Environmental Quality or its predecessor or successor agency under the provisions of the Texas Water Code.

(f) “Claim” means any claim, action, cause of action, suit or proceeding before any Governmental Authority or arbitral tribunal.

(g) “Commencement Date” means the date that Aqua begins providing Wholesale Service to Purchaser at the Point of Delivery.

(h) “Day” and “Days” mean and refer to calendar day(s), unless otherwise specified herein.

(i) “Effective Date” means the date set forth above on which this Agreement becomes effective.

(j) “Event of Default” means an event by which a Party is in default of this Agreement after all applicable cure periods have lapsed.

(k) “Fiscal Year” means Aqua’s fiscal year, which extends from January 1 through December 31 of each year, or such other annual fiscal year period as Aqua may later determine.

(l) “Force Majeure” means, and shall be limited to, any event or circumstance that is beyond the reasonable control of, without the fault or negligence of, and should not, in the exercise of reasonable caution, have been foreseen and avoided or mitigated by, the Party asserting Force Majeure (the “Affected Party”), and which delays or prevents the Affected Party from timely performing any obligation hereunder, including, without limitation: (i) acts of God, earthquakes, fire, storms, severe droughts, floods, lightning, hurricanes, tornadoes, and severe snow storms; (ii) explosions, wars, civil insurrections, acts of the public enemy, acts of civil or military authority, sabotage, and terrorism; (iii) strikes, lockouts or other labor disputes with respect to which the Affected Party has not been determined by the National Labor Relations Board to have engaged in any unfair labor practices; (iv) pandemics; and (v) any change in any Requirement of Law or the interpretation thereof by a responsible Governmental Authority that

shall in any circumstances impact a Party's ability to perform its obligations of the Agreement; provided, a "Force Majeure" shall not include economic conditions that render a Party's performance of this Agreement unprofitable or otherwise uneconomic, or the inability of a Party to make payment when due under this Agreement, unless the cause of such inability is an event that physically prevents payment and that would otherwise constitute Force Majeure as described above.

(m) "Forced Outage" means a shut-down by Aqua in the operation of all or a portion of Aqua's System, such that no water is delivered to Purchaser's Point of Delivery: (i) which shut-down is, in the reasonable opinion of Aqua, necessary or required to protect persons or property (including the System) from contamination or releases that could reasonably result in harm, injury, or material damage; and (ii) with respect to which Aqua has notified Purchaser in accordance with Section 3.2.

(n) "Governmental Authority" means and includes any federal, state, local or other governmental body, including but not limited to the Lost Pines Groundwater Conservation District, the Gonzales County Underground Water Conservation District, the Fayette County Groundwater Conservation District, any governmental or quasi-governmental, regulatory or administrative agency, commission, body, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

(o) "Loss(es)" means and includes any loss, cost, expense, Claim, demand, damage, fine, liability, obligation or penalty (including court costs and reasonable attorney's fees and expenses).

(p) “Master Meter(s)” means the necessary metering equipment, including a meter house or pit, and any other required devices of standard type, for properly measuring the quantity and delivery rate of water delivered by Aqua to Purchaser at the Point of Delivery.

(q) “Maximum Daily Delivery Rate” means the maximum rate at which Aqua is obligated to deliver water to Purchaser in one twenty-four (24) hour period.

(r) “Maximum Instantaneous Delivery Rate” means the Maximum Daily Delivery Rate expressed in gallons per minute. For example, a Maximum Daily Delivery Rate of 1 MGD is equivalent to a Maximum Instantaneous Delivery Rate of 694.4 gallons per minute.

(s) “MGD” means millions of gallons per day.

(t) “New Rate Billing Cycle” means the second billing cycle after the New Rate Effective Date.

(u) “Party” or “Parties” means Purchaser, Aqua, and their respective successors or assigns.

(v) “Permit” means any permit, order, license, declaration, consent, waiver, approval, registration, or filing with or other requirement of any Governmental Authority.

(w) “Planned Outage” means a shut-down by Aqua in the operations of Aqua’s System, such that no water is delivered to the Point of Delivery: (i) which shut-down is scheduled by Aqua in order to carry out foreseeable preventive, corrective, and other maintenance activities on such System or which may be required by any Governmental Authority; (ii) for which Aqua has notified Purchaser in accordance with Section 3.1; (iii) which occurs no more than two (2) times in one (1) calendar year; and (iv) lasts for no more than twenty-four (24) hours unless another time period is agreed upon by Aqua and Purchaser.

(x) “Point of Delivery” means the point designated and approved under this Agreement at which Purchaser may withdraw water from Aqua’s System for distribution as more particularly described in Article VI and in Exhibit “G”.

(y) “Prevailing Pressure” means the pressure of Aqua’s System at the Point of Delivery. For purposes of this Agreement, the Prevailing Pressure shall be 35 psi in accordance with TCEQ rules.

(z) “Purchaser Indemnified Party” means Purchaser, its officials, officers, members, managers, employees, contractors, agents, and representatives.

(aa) “Rate” or “Rates” means the price to be paid by Purchaser to Aqua for the purchase and delivery of water to Purchaser’s Point of Delivery under this Agreement, which Rate shall be based on Aqua’s then current Terms and Conditions.

(bb) “Rate Effective Date” means the date on which Aqua adopts new Rates.

(cc) “Requirement of Law” means any statute, ordinance, code, rule or regulation, tariff or policy, and judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any Permit, or any other binding determination of any Governmental Authority.

(dd) “Service Area” means the area contained within Aqua’s CCN or Purchaser’s CCN, as appropriate, as may be amended from time to time. If Purchaser does not have a CCN, then “Service Area” refers to the area in which Purchaser is lawfully furnishing retail water utility service to end use customers.

(ee) “System” means collectively all of Aqua’s production, distribution, and transmission facilities, including, without limitation, wells, ground storage reservoirs, pump stations, elevated storage tanks, water transmission and distribution lines connecting any of the

aforementioned facilities, and other properties or interest therein wherever located for the production, distribution, and transmission of water, which heretofore have been acquired or constructed by Aqua, together with all future improvements, enlargements, extensions and additions to any of the foregoing, and all the future new facilities that are required or constructed by Aqua, and all repairs to, or replacement of, the System.

(ff) “Tariff” means the Water Supply Corporation Tariff for Aqua, as approved by Aqua’s Board of Directors, and as may be amended or revised from time to time.

(gg) “TCEQ” or “Commission” means the Texas Commission on Environmental Quality, and its successor agencies.

(hh) “Terms and Conditions for Wholesale Water Service to Districts to be Decertified from Aqua’s Certificate of Convenience and Necessity No. 10294” or “Terms and Conditions” shall mean the Aqua Water Supply Corporation Terms and Conditions for Wholesale Water Service to Districts to be Decertified from CCN No. 10294, as adopted by the Aqua Board of Directors, and as may be amended from time to time by Aqua.

(ii) “Water Year” means a calendar Year.

(jj) “Year” and “Years” mean and refer to calendar year(s).

1.2 Rules of Construction.

(a) Unless the context otherwise clearly requires:

(i) references to the plural include the singular, and references to the singular include the plural;

(ii) references to the masculine, feminine or neuter include all such forms;

(iii) the words “include,” “includes,” and “including” do not limit the preceding terms or words and shall be deemed to be followed by the words “without limitation”;

(iv) the terms “hereof,” “herein,” “hereunder,” “hereto,” and similar terms refer to the entire agreement in which they appear and not to any particular provision of such agreement; and

(v) “or” is used in the inclusive sense of “and/or.”

(b) Unless otherwise specified, any reference to any document, instrument or agreement:

(i) includes and incorporates all exhibits, schedules and other attachments thereto;

(ii) includes and incorporates all documents, instruments or agreements issued or executed in connection therewith or in replacement thereof; and

(iii) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time.

(c) Unless otherwise specified, all references to articles, sections, schedules and exhibits are references to the Articles, Sections, Schedules and Exhibits of this Agreement.

1.3 Recitals. All recitals of the Preamble are incorporated and made a part of this Agreement.

1.4 Captions. All titles of sections of this Agreement have been inserted for reference only and shall in no way affect the interpretation of this Agreement.

ARTICLE II. PROVISION OF WATER

2.1 Agreement to Sell and Purchase.

(a) Subject to all the terms and conditions set forth in this Agreement, and Aqua's Terms and Conditions, attached hereto as Exhibit "D", Aqua agrees to sell and the Purchaser agrees to buy water on a wholesale basis. The water shall be provided at the Point of Delivery for Purchaser's own use and for distribution to customers served by Purchaser's water distribution system within Purchaser's certificated Service Area.

(b) All sales of water from Aqua to Purchaser under this Agreement are subject to any applicable rules of the Lost Pines Groundwater Conservation District.

2.2 Quantity of Water to be Delivered. The Maximum Daily Delivery Rate of water to be treated and delivered under this Agreement to the Point of Delivery at the completion of all phases of development of the Property if the Purchaser has reserved water supply capacity for all one thousand eight hundred and three (1803) LUEs planned for the Property shall be one million five hundred fifty eight thousand (1,558,000) gallons per day (GPD) or one thousand and eighty two (1,082) gallons per minute (GPM). Upon payment of the Capacity Reservation Fees for all 1,803 LUEs contemplated under this Agreement, Aqua reserves 1,803 LUEs of capacity in its system for service to the Property, including the possible E.I.S.D. school, as needed by Purchaser, but not more than the Maximum Daily Delivery Rate.

2.3 Rate of Delivery and Pressure.

(a) From the date of the completion of the construction of the Phase 1 Project, as indicated in the Feasibility Study for Phase 1 of the development and as defined below, Aqua shall deliver water to the Point of Delivery for three hundred and ten (310) LUEs (which shall serve all of the Phase 1 Lots and one hundred and fifty five (155) additional LUEs associated with the Property) and, upon completion of the ground storage tank and booster pump station by the Purchaser and the completion of construction of the Full Buildout Project by Aqua, the one

thousand four hundred and ninety three (1493) LUEs associated with the remainder of the Property, subject to the acknowledgments and representations included in Section 2.4 of this Agreement. Notwithstanding the previous sentence, and without limiting Aqua's obligations to provide water as contemplated under this Agreement, Aqua confirms that service to the remainder of the Property shall timely continue after the initial three hundred and ten (310) LUEs, so long as such service to the Property is feasible. Aqua shall install devices to ensure compliance with this section, and may restrict deliveries to Purchaser to the Maximum Instantaneous Delivery Rate when appropriate.

(b) Water will be furnished at the Prevailing Pressure of Aqua's System at the Point of Delivery. Emergency failure of pressure or supply shall excuse Aqua from this provision for such reasonable period of time as may be necessary to restore service.

(c) Aqua's responsibility and liability for the water being delivered to Purchaser shall cease after said water passes through the Master Meter at the Point of Delivery and enters Purchaser's system.

(d) Subject to Section 2.2, Aqua is under no obligation to increase the capacity of its System to satisfy any of the provisions of the Agreement, except as otherwise expressly stated herein.

2.4 Responsibility of Purchaser.

(a) Purchaser is solely responsible for meeting its minimum production, storage, service pump, and pressure maintenance requirements, and any other requirements imposed on Purchaser under Title 30 Texas Administrative Code, Chapters 290 and 291, and any other regulatory requirements. Aqua shall bear no such responsibility to Purchaser or any of Purchaser's customers relating to this Section, unless otherwise provided in this Agreement.

(b) Purchaser shall pay all costs associated with and Aqua shall undertake the planning, siting, development, design, engineering, procurement, construction and testing of all pipes, interconnects, pumps, mains, trunk lines, junctions, extensions, and other infrastructure, equipment, improvements and facilities, and all easements and right-of-way acquisitions required for Purchaser to connect to Aqua's System at the Point of Delivery described herein, which includes the construction of the infrastructure to provide water to Phase 1 of the development of the Property (the "Phase 1 Project") and the Full Buildout Project, and as described in the Feasibility Study, attached hereto as Exhibit "E". The Purchaser shall make such payment for all fees, costs, and expenses associated with the Phase 1 Project and the construction and related costs associated with the Full Buildout Project at the time of execution of this Agreement to receive the Water to be furnished by Aqua under this Agreement for the all of the phases of development in accordance with Section 2.13 of this Agreement. Upon payment of the amount owed by Purchaser at the time of execution of this Agreement, Aqua agrees to design (to the extent not already designed) and undertake the construction of the Phase 1 Project and the Full Buildout Project in a reasonable time period. Additionally, the Purchaser shall make payments to Aqua for the amounts owed to Aqua under the feasibility study relating to all future development of the Property in accordance with the terms of this Agreement.

After the Phase 1 Project or the Full Buildout Project have been completed, the final cost of the Phase 1 Project or the Full Buildout Project will be reconciled with the payments made by Purchaser. If the final cost of the Purchaser's share of the cost of the Phase 1 Project or the Full Buildout Project is less than the amounts paid by Purchaser, the difference shall be refunded to Purchaser within thirty (30) days of completion of the Phase 1 Project or the Full Buildout Project. If the final cost of the Purchaser's share of the cost of the Phase 1 Project or Full

Buildout Project is greater than the amount paid by Purchaser, Purchaser shall pay Aqua the difference, in a form acceptable to Aqua, within ten (10) days after receipt of notice of the balance due. Any request from Aqua for costs that have exceeded the Purchaser's share of costs defined in the Feasibility Study must be made within one (1) year of the completion of the Phase 1 Project or Full Buildout Project. Purchaser shall not be responsible for any costs that have exceeded the Purchaser's share of costs after such date.

Aqua acknowledges that the Purchaser is relying on Aqua to undertake its obligation to construct the Full Buildout Project in a reasonable time period to accommodate the Purchaser's ongoing development of the Property, including the portion of the Property that may be obtained by the E.I.S.D. Purchaser agrees to provide regular notice to Aqua relating to the progress of development of the Property, as well as projections for anticipated service needs under the Agreement. The Parties agree that Aqua's failure to undertake and complete the Full Buildout Project within a reasonable time period, as contemplated in this Agreement, shall constitute an Event of Default under this Agreement. Purchaser shall be entitled to seek the remedies enumerated in Section 10.2 of this Agreement if such an Event of Default occurs.

2.5 Water Quality.

(a) The quality of Water to be supplied and delivered by Aqua at the Point of Delivery shall meet the quality criteria prescribed by federal or state law for public water supply and specifically satisfy the TCEQ Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 Tex. Admin. Code Chapter 290, Subchapter F, as currently in effect or as may be amended or superseded from time to time. The water that Aqua delivers to Purchaser shall be of the same quality of water that Aqua delivers to its retail members. Purchaser has satisfied itself that such water is suitable for its needs.

(b) Purchaser shall protect Purchaser's system from cross-connection and contamination under the specifications required by the health standards of the State of Texas. If Aqua becomes aware of any situation involving Purchaser's system that could reasonably lead to the contamination of Aqua's System or could otherwise compromise the integrity of Aqua's System, Aqua shall immediately notify Purchaser of the situation and request immediate remediation of the situation by Purchaser. If Aqua determines that the seriousness of the situation requires such action, it may immediately, and without prior notice to Purchaser, take such steps to prevent the contamination or compromise of System integrity, including, without limitation, severing connections between Aqua's System and Purchaser and terminating delivery of water to the extent necessary to remedy the problem. In the event Aqua does take such steps without prior notice to Purchaser, it will immediately provide notice of such actions to Purchaser, or an authorized assignee of Purchaser, after such actions are completed.

2.6 Sale of Water by Purchaser. Purchaser shall not provide retail water utility service within Aqua's CCN, as identified on Exhibit "A", during the Term of this Agreement. Purchaser's provision of retail water service within the area identified on Exhibit "A" as Aqua's CCN shall be considered an Event of Default pursuant to Article X hereof.

2.7 Separation of Systems. A device paid for by Purchaser, designed by Purchaser as part of Purchaser's water system, and approved by Aqua to prevent flow reversal or an air gap shall always be maintained between Aqua's System and Purchaser's system at the Point of Delivery.

2.8 Petition to Decertify Property at PUC. Upon execution of this Agreement, Purchaser may prepare, file, and pursue approval of a petition to decertify the Property from Aqua WSC's retail water CCN service area as demonstrated in Exhibit A and Aqua WSC shall consent to the decertification of the Property. Purchaser shall pay the full costs to prepare, file, and pursue the

approval of the petition to decertify at the PUC, including any costs incurred by Aqua as part of the petition process. In addition to providing consent to the decertification of the Property, Aqua agrees to cooperate and assist in any administrative proceedings to expeditiously decertify the Property from Aqua WSC's retail water CCN.

2.9 Temporary Peak Flow. In addition to the Maximum Daily Delivery Rate, Aqua agrees to provide Purchaser water at the Maximum Instantaneous Delivery Rate as provided in Sections 2.2 and 2.3 of this Agreement, and in order to meet temporary peak flow requirements for the Phase 1 Lots, Aqua agrees to provide temporary peak flow, as provided in the Feasibility Study dated May 5, 2023, attached hereto as Exhibit "E," with temporary peak flow for the Phase 1 Lots. Aqua shall provide such temporary peak flow for Phase I Lots until the date of receipt by Aqua of written notice from Purchaser of the completion of facilities by Purchaser to enable Purchaser to provide peak flow or for a term of three (3) years from the date of execution of the Agreement whatever event occurs first. Aqua shall charge the Purchaser for the temporary peak flow

If, after the expiration of the three (3) year period, Purchaser requests Aqua to continue to provide temporary peak flow for the Phase 1 Lots, Aqua shall charge Purchaser for continued service to the Phase 1 Lots at the rates established in Aqua's Water Tariff, as it may be amended from time to time (it being agreed that the rates established in the Terms and Conditions shall continue to apply to all other connections served under the Agreement unless otherwise agreed to in writing).

2.10 Pre-Payment by Purchaser of Capacity Reservation Fees, System Development Fees and Capital Improvement Recovery Fees for Phase 1 Lots. In exchange and consideration for Aqua providing the temporary peak flow for the Phase 1 Lots under this Agreement,

Purchaser agrees to pre-pay the Capacity Reservation Fees, the System Development Fees and Capital Improvement Recovery Fees for all 155 of the Phase 1 Lots in the amount stated in Preliminary Cost Summary for Phase 1, which is part of Exhibit “E”, to Aqua at the time of execution of this Agreement. Aqua shall not provide water service to the Phase 1 Lots until the entire balance of the amounts provided in the Preliminary Cost Summary – Phase 1 are paid to Aqua. The pre-payment amount made by Purchaser is based on a calculation of the Capacity Reservation Fee in the amount of \$600, the System Development Fee of \$3,500 per lot (as provided in the Terms and Conditions) and the Capital Improvement Recovery Fee of \$3,537 per lot, multiplied by twice (2x) the total number of the Phase 1 Lots in order to accommodate the temporary peak flow requested by the Purchaser. Upon construction of the necessary storage and metering facilities by the Purchaser or the expiration of the three (3) year period described by Section 2.9, Aqua will no longer be required to provide peak flow under Section 2.9 for Phase 1. The parties confirm that the Phase 1 payments to be undertaken by the Purchaser under the Feasibility Study include a doubling of the System Development Fee and Capital Improvement Recovery Fee (multiplied twice or “2x”) in exchange for Aqua’s agreement to provide temporary peak flow to Phase 1 of the development. The parties also agree that the Purchaser shall be given a credit of \$1,090,735 (representing the additional—or “2x”—155/per LUE payments undertaken to procure peak flow) as of the date of payment of the \$1,090,735, to be taken against the payment of the next 155 System Development Fees and Capital Improvement Recovery Fees required to be paid in accordance with the schedule established in Exhibit “J”.

2.11 Payment of Capacity Reservation Fees for All Non-Phase 1 Lots. The Purchaser shall pay Aqua the amount of Capacity Reservation Fees established in Preliminary Cost Summary for Full Buildout which is part of Exhibit “E” for the remainder of the Property (including the

portion of the Property that may be conveyed to E.I.S.D. for a school) that are for the last remaining 1493 LUEs of the development of the Property at the time of execution of this Agreement.

2.12 Payment of System Development Fees and Capital Improvement Recovery Fees for

All Non-Phase 1 Lots. The Purchaser shall pay Aqua the System Development Fees and the Capital Improvement Recovery Fees established in Exhibit E – Preliminary Cost Summary for Full Buildout of the Trinity Ranch Subdivision for the remainder of the Property (including the portion of the Property that may be conveyed to E.I.S.D. for a school) that are not within Phase 1 of the development of the Property. Such payments will be made on an annual basis in accordance with the schedule provided in Exhibit “J” by February 1 of each year beginning in the first year following the year this Agreement is executed and will include consideration of the credits referenced in Section 2.10.

2.13 Payment of All Remaining Costs and Expenses for Phase 1 Lots and Non-Phase 1

Lots. The Purchaser agrees to pay Aqua all costs and expenses noted in the Preliminary Cost Summary—Phase 1 in the amount of two million five hundred seventy eight thousand nine hundred forty one and No/100 dollars (\$2,578,941.00) and the Preliminary Cost Summary-Full Buildout in the amount of two million three hundred seventy eight hundred thousand five hundred ninety eight and 75/100 dollars (\$2,378,598.75) that are not associated with the System Development Fees and the Capital Improvement Recovery Fees for the last remaining 1493 LUEs, including costs associated with the Phase 1 Project and the Full Buildout Project, at the time of execution of this Agreement in accordance with Exhibit “E”. For clarification, the amounts of \$2,578,941.00 and \$2,378,598.75 include the amounts in Sections 2.10 thru 2.11 but not the System Development Fees and the Capital Improvement Recovery Fees for the last

remaining 1493 LUEs the payment of which is described in Section 2.12. The total amount owed by Purchaser at the time of execution of the Agreement is four million nine hundred fifty seven thousand five hundred thirty nine and 75/100 dollars (\$4,957,539.75).

2.14 Easements Granted to Aqua. The Purchaser agrees to provide Aqua with easements in substantially the same form as the easement attached hereto as Exhibit “F” to address an existing cross-country water line easement matter between the Purchaser and Aqua and the Point of Delivery as identified and described in Exhibit “G” as needed. Subsequent to the dedication of the contemplated easements, Aqua agrees to release and extinguish all other currently existing easements on the Property that are no longer necessary to provide water service to the Property.

2.15 Fees and Rates Paid to Aqua in Accordance with the Agreement. Aqua confirms that the fees contemplated in this Agreement and the Feasibility Study, as described below, shall apply to all one thousand eight hundred and three (1,803) LUEs contemplated under this Agreement, and that said fees will not increase during the term of the Agreement, including without limitation: Capacity Reservation Fee--\$600; System Development Fee--\$3,500; and the Capital Improvement Recovery Fee--\$3,537. No new additional fees other than the existing fees as contemplated in the Feasibility Study will due under this Agreement. The Purchaser agrees the Purchaser is subject to the rates charged by Aqua for wholesale water service in accordance with Aqua’s Terms and Conditions attached hereto as Exhibit “D” and Aqua’s Water Tariff may those documents be amended from time to time by the Aqua Board of Directors.

2.16 Conveyance of Groundwater Rights. Subject to the terms of this Section 2.16, Purchaser shall convey all of Purchaser’s rights in the groundwater (if any) associated with the Property, or portion thereof, then owned by Purchaser, to Aqua within ninety (90) days of the date of the execution of this Agreement; provided, however, Aqua and Purchaser agree that such

conveyance shall terminate and such groundwater rights shall revert back to Purchaser (or its designee) upon termination of this Agreement. Aqua shall waive any and all surface rights in connection with any such conveyance of groundwater rights to Aqua contemplated in this Section 2.16 with the exception of any easements or rights of way conveyed by Purchaser to Aqua pursuant to this Agreement. Such groundwater conveyance shall be subject to all matters of record affecting the Property in the county in which the Property is located.

2.17 Purchaser's Option to Amend. As described in this Agreement, Purchaser is in negotiation with E.I.S.D. to possibly convey a portion of the Property to E.I.S.D. for a school. If that conveyance does not occur or if it does occur, but such portion of Property reverts back to Purchaser, Purchaser shall have the option, by providing written notice to Aqua, to amend this Agreement to reduce the LUEs by no more than 53 LUEs, in which event, Exhibit J of this Agreement will be amended to reduce pro rata the payment of fees thereon, and any Capacity Reservation Fees paid by Purchaser for such reduced LUEs shall be credited to the next payment of fees on Exhibit J. Aqua will reasonably cooperate with Purchaser to amend this Agreement as set forth in this Section 2.17 if Purchaser exercises its option in this Section 2.17. If Purchaser does not exercise such option to amend this Agreement, Purchaser shall have the right use such 53 LUEs for Purchaser's development of the Property.

ARTICLE III. MAINTENANCE AND CURTAILMENT

3.1 Planned Outages. By December 1 of any Calendar Year during the term, Aqua shall provide notice to Purchaser of the number and duration of any Planned Outages to be conducted by Aqua during the following Calendar Year that may affect delivery of water to Purchaser. Provided, however, that Aqua shall not schedule more than two (2) such Planned Outages in any given Calendar Year. To the extent reasonably possible, Aqua shall coordinate the timing of any

Planned Outage with Purchaser and shall cooperate with Purchaser to minimize the impact of any Planned Outage on the operation and maintenance of Purchaser's system.

3.2 Forced Outages. When a Forced Outage occurs, curtailing the flow of water to the Point of Delivery, Aqua shall notify Purchaser of the existence, nature, and expected duration of the Forced Outage as soon as practical. Aqua shall use its best efforts to ensure that any interruption in the delivery of water to the Point of Delivery due to a Forced Outage shall continue only for so long as reasonably necessary. Aqua shall immediately inform Purchaser of any changes in the nature and expected duration of such Forced Outage.

3.3 Curtailment.

(a) If water supplies or services are curtailed to Aqua's retail members, or if water conservation measures are mandated by a Governmental Authority, Aqua shall impose a like curtailment on deliveries or water conservation measures on Purchaser as provided in Texas Water Code § 11.039. The curtailment Aqua imposes on Purchaser shall be equal in duration to the curtailment imposed on Aqua's retail members.

(b) Aqua will notify Purchaser of the quantity by which Purchaser will reduce its daily take from Aqua, as well as the duration of the requirement that the take be reduced. Purchaser shall cooperate by imposing conservation measures upon its customers.

(c) The reduction to Purchaser's daily take under this Section shall be calculated as follows: (i) determine the total volume of water taken by Purchaser in the same month of the previous calendar year; (ii) divide this monthly volume by the number of days in the month to arrive at an average take per day of that month; (iii) apply the reduction percentage to the average take per day of that month. For example, if it becomes necessary for Aqua to impose a 5% reduction in Purchaser's daily take starting on August 15, 2017, Aqua will determine, based

on meter data, the amount of water purchased by Purchaser in August 2016, and divide that number by thirty-one (31) (the number of days in August). The product of that calculation times 5% will be the amount, in gallons, that Purchaser must reduce its daily take until further notice from Aqua.

3.4 Conservation Measures.

(a) Aqua has established a Water Rationing Plan in its Tariff. Purchaser is required to abide by the Water Rationing Plan identified as Exhibit “I” in accordance with Aqua’s Tariff and Aqua’s Terms and Conditions, and is subject to the penalty provisions therein.

3.5 Emergency Notification. Aqua shall notify Purchaser as promptly as possible of all emergency and other conditions of which it becomes aware that may directly or indirectly affect the quality or quantity of the water provided by Aqua, and to provide Purchaser a copy, upon receipt, of all notices received from state or federal agencies or departments having jurisdiction over the installation and operation of public water systems.

3.6 No Statutory Violation for Curtailment. The Parties agree that curtailment of the provision of services under this Agreement is not a violation of the anti-curtailment provision of the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1926(b). If Aqua curtails the delivery of water under this Agreement it shall not incur any liability under the provisions of this statute.

ARTICLE IV. RATES AND COMPENSATION

4.1 Rates. The Rate for Wholesale Service under this Agreement shall be as provided in Aqua’s Terms and Conditions – Exhibit “D”. Rates shall be calculated by Aqua in accordance with all applicable laws, rules, and regulations. Notwithstanding any language in this

Agreement, Purchaser shall retain any and all rights available under applicable laws, rules, and regulations to contest rates relating to the provision of services under this Agreement.

4.2 Adjustment to Rates.

(a) The Rates to be paid by Purchaser for services under this Agreement are subject to adjustment by Aqua for each Water Year. Any adjustment made by Aqua shall remain in effect until the next adjustment of Rates which, except as provided in this Section 4.2 and in Section 4.3, shall occur no earlier than twelve (12) months following the date of the last adjustment to Rates.

(b) In determining the Rates to be set hereunder, Aqua may, but need not, consider, but shall not be limited to considering, all costs incurred by Aqua to build, maintain and operate the System, which shall include but not be limited to: operation and maintenance expenses, debt service requirements along with an adequate amount of coverage as determined by Aqua's financial policies now and in the future, depreciation expense, contractual obligations, capital improvements, administrative overhead, supplies, personnel services, and other utility services, and all other costs or expenses directly or indirectly related to Aqua's ability to meet the conditions of this Agreement and determined by Aqua to relate to its performance hereunder.

(c) Aqua shall notify Purchaser of Aqua's proposed Rate adjustments for the ensuing Water Year at least thirty (30) Days prior to the Rate Effective Date. Thereafter, Purchaser may request additional information from Aqua and provide Aqua with any information Purchaser deems pertinent to the level of the Rates to be established by Aqua. The Rate Effective Date will be the date on which Aqua's Board of Directors adopts the new Rate. The new Rate will be billed to Purchaser effective on the New Rate Billing Cycle.

(d) Aqua may adjust Rates more often than once every twelve months if, in the sole determination of Aqua, additional revenues are needed for the continued prudent operation of the System or to meet Aqua's obligations, and it would not be prudent to wait the full twelve months for a Rate adjustment. In the event Aqua determines to adjust Rates under this paragraph, it shall provide advance notice to Purchaser of at least forty-five (45) Days prior to the implementation of such adjustment.

4.3 Pass-through of Rate Adjustments and Other Costs Imposed by Third Parties. The Rates may be adjusted, at any time, for an amount equivalent to any increased charges for any new or revised Governmental Authority restrictions, impositions, rental fees or charges levied, assessed or imposed by any new or amended Governmental Authority law or regulation.

4.4 Books and Records. All books and records upon which a Rate adjustment is based shall be made available to Purchaser at the office of Aqua during the regular business hours of Aqua, upon request by Purchaser.

4.5 Reasonableness of Rates. Purchaser agrees that the Rates initially charged by Aqua and the policies defined in this Agreement are just and reasonable, and do not adversely affect the public interest. The Rates charged by Aqua are subject to modification as provided herein. Purchaser agrees that it is reasonable for Aqua to adjust the Rates periodically as provided herein, including the considerations provided in Section 4.2(b), and understands that any adjustments made in accordance with this Agreement, and the considerations and factors provided in Section 4.2(b) are part of the consideration for this Agreement. Notwithstanding any provision to the contrary, Purchaser does not waive the right to file and pursue an appeal of any increase in Rates proposed or adopted by Aqua that is not in conformance with the terms of this Agreement.

4.6 Rate Case. If a court, the Public Utility Commission, or any federal or state regulatory authority finds that Aqua's Rates or policies for services provided under this Agreement are unreasonable or otherwise unenforceable, Aqua or Purchaser shall have the option to terminate this Agreement without liability to the other Party but the Party terminating the Agreement shall provide the other Party at least twelve (12) months' notice prior to such termination. If Purchaser initiates or participates in any proceeding regarding the Rate and Aqua's policies under this Agreement and advocates a position that is adverse to Aqua and Aqua prevails, Purchaser shall reimburse Aqua for its expenses, including attorneys' fees in the proceeding, within fifteen (15) Days after Aqua's demand for payment.

4.7 Pledge of Revenues. Purchaser represents and covenants that all payments to be made by it under this Agreement shall constitute reasonable and necessary operating expenses of its water system, and that all such payments will be made from the revenues associated with the sale of water purchased from Aqua. Purchaser agrees throughout the term of this Agreement to continuously operate and maintain its water system and to fix and collect such rates and charges for water services to be supplied by its water system as will produce revenues in an amount equal to at least all of its payments under this Agreement.

4.8 Funds on Hand. Purchaser shall use funds on hand to pay Aqua for Wholesale Service provided on a monthly basis.

ARTICLE V. EQUIPMENT AND OPERATION

5.1 Master Meter. Aqua shall furnish and install, or cause to be furnished and installed, operate, and maintain a Master Meter at the Point of Delivery at Purchaser's sole expense, as provided by Aqua's current specifications and standards. The Master Meter shall remain the

property of Aqua at all times and shall be located on Aqua's property or on an easement dedicated to Aqua. The amount of water delivered by Aqua through the Point of Delivery to Purchaser shall be determined based upon the data collected at the Master Meter at such location. If a Supervisory Control and Data Acquisition ("SCADA")-related equipment is needed at the Master Meter, Aqua shall install and maintain, and be responsible for all costs of acquisition, installation, maintenance, and operation of the SCADA equipment at the Master Meter to enable the Master Meter to communicate with Aqua's System. Purchaser shall request the installation of the Master Meter in writing and Aqua agrees to undertake all best efforts to complete the installation of the Master Meter within 30 days of the request of the Purchaser.

5.2 Access to Master Meter. Purchaser may have access to the Master Meter only upon approval by Aqua and only for the purpose of verifying its readings. Such approval shall not be unreasonably withheld or delayed, so long as Purchaser provides Aqua with a written request at least forty-eight (48) hours before such access would occur. At no time shall Purchaser be permitted to tamper with, alter, or otherwise adjust any meter or appurtenances at the Point of Delivery or any other component of Aqua's System. If the Master Meter is located within an area of restricted access, Purchaser shall ensure that Aqua has access at all times.

5.3 Reading of Meter. On a monthly basis, Aqua shall be responsible for reading the meter at the Point of Delivery and submitting an invoice to Purchaser for the quantity of water provided. Aqua shall keep accurate records of all measurements of water required under this Agreement. Upon reasonable request and notice, Purchaser or its agents may have access to the records maintained by Aqua of meter readings associated with the Point of Delivery.

5.4 Regular Testing of Master Meter. It shall be the duty of each of the Parties to notify the other Party in the event that the Master Meter is not registering accurately or is malfunctioning, so that the meter can be promptly repaired. Aqua shall test the Master Meter for accuracy at least once each twelve (12) month period, and more often as deemed necessary by Aqua to ensure its accuracy. Aqua shall provide Purchaser with five (5) Days' notice of its intent to perform the annual test of the Master Meter, and Purchaser shall have the right to be present when such testing is conducted. In the event the percentage of accuracy of the Master Meter is found to be within the tolerance of one and one-half percent (1.5%) after any test, such Master Meter shall be deemed to have correctly measured the quantity of water taken under this Agreement. If, however, upon any test of the percentage of accuracy tolerance, such tolerance is found to be in excess of one and one-half percent (1.5%), then such Master Meter shall be adjusted at once to register correctly and accurately, and the amount of water delivered to Purchaser shall be corrected in accordance with the percentage of inaccuracies found by such test for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then the correction shall account for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months.

5.5 Additional Testing of Master Meter. Purchaser shall have the right to request Aqua to test the Master Meter more frequently than once per Year as contemplated by Section 5.4 herein, but no more frequently than once a month. Upon any such request, Aqua agrees to perform its testing and calibration of the Master Meter in the presence of a representative of Purchaser, and the Parties shall jointly observe any adjustments that are made to the Master Meter in case any adjustments shall be necessary. For such additional testing requests, Aqua shall give Purchaser

forty-eight (48) hours' notice of the time when any such testing shall occur. Aqua may proceed with such testing and adjustment, if necessary, in the absence of any representative of Purchaser. Purchaser shall pay the cost of any additional test for a Master Meter if the test shows that such Master Meter is accurate [within one and one-half percent (1.5%) registration], but Aqua shall pay the costs of the additional test for such if the results indicate that such Master Meter is not accurate [in excess of one and one-half percent (1.5%) registration].

5.6 Maintenance of Master Meter. Except as provided in Section 5.5 above, all maintenance, testing and/or repairs or replacement of the Master Meter and related appurtenances at the Point of Delivery shall be made by Aqua. Aqua shall provide repairs to the Master Meter in a prompt and timely manner. If Aqua cannot make such repairs in a timely manner, then Purchaser shall have the option of making such repairs at its own expense, subject to the prior approval and post-inspection of the repairs by Aqua. If Aqua determines that the Master Meter cannot be repaired, Aqua, at Aqua's sole expense, shall be responsible for replacing the Master Meter, shall provide notice of the replacement to the Purchaser, and shall undertake such replacement in a prompt and timely manner.

ARTICLE VI. POINT OF DELIVERY

6.1 Location of Point of Delivery. The Point of Delivery for Water delivered and taken under this Agreement is located as described in Exhibit "G" attached hereto. Purchaser shall be responsible for all costs associated of the acquisition, construction, and installation of the Point of Delivery metering station.

6.2 Relocation of Point of Delivery. The Parties may agree in writing to relocate the Point of Delivery or to add additional Points of Delivery as necessary. Any relocation of the Point of

Delivery requested by Aqua shall be at the sole expense of Aqua. Any relocation or additional Point of Delivery requested by the Purchaser shall be at the sole expense of the Purchaser.

6.3 Acquisition of Necessary Easements. Aqua will acquire the necessary easements, through either negotiation or eminent domain, if required, and Purchaser will pay the full cost of acquiring the necessary easements and rights-of-way in which any of Aqua's System is located.

ARTICLE VII. OWNERSHIP OF WATER AND FACILITIES

7.1 Transfer of Ownership. As between the Parties, Aqua shall be: (1) deemed to have exclusive care, custody, and control for all water up to the Point of Delivery; and (2) responsible for all Losses required to deliver water to the Point of Delivery. Purchaser shall be: (1) deemed to take exclusive care, custody, and control of all water from and after the Point of Delivery; and (2) responsible for all Losses associated with all water from and after the Point of Delivery.

7.2 No Ownership of Facilities.

(a) Purchaser obtains no ownership, leasing, or management interest in any of Aqua's System by or through this Agreement or payment of any Rate set forth herein.

(b) Purchaser shall be responsible for operation, maintenance, inspection, and repairs on all facilities located downstream of the Point of Delivery. Purchaser will use all reasonable efforts to prevent waste through line leakages or breaks.

ARTICLE VIII. BILLING AND PAYMENT

8.1 Meter Readings.

(a) Aqua shall send a bill to Purchaser once per month setting forth the quantity of water delivered to Purchaser as determined by Aqua's periodic readings of the Master Meter

installed at the Point of Delivery. Purchaser shall pay the total amount owed to Aqua by the due date on each bill. Penalties for late payment shall be imposed according to the provisions of Aqua's Terms and Conditions.

(b) Aqua shall also invoice Purchaser for additional charges, if any, as provided in this Agreement. These invoices shall be due and payable by Purchaser within twenty (20) Days of the date of the bill ("due date").

8.2 Breach for Failure to Timely Pay. Should Purchaser fail to tender payment to Aqua by the due date, the bill shall be considered delinquent, unless contested in good faith as provided herein. In such event, Aqua shall notify Purchaser of such delinquency in writing. If Purchaser fails to make payment of the delinquent billing within thirty (30) Days from the due date, then Aqua may, at its discretion, temporarily terminate service to Purchaser until payment is made; providing, however, that the Purchaser will have the right to continue to receive service during a good faith appeal of a disputed bill, as provided in Section 8.3. If any such delinquency that is not the subject of a good faith appeal is not cured within thirty (30) Days after temporary termination of service, Purchaser will be in breach of a material term and/or condition of this Agreement and Aqua may terminate this Agreement as provided herein.

8.3 Disputed Bills. If Purchaser in good faith disputes the amount of the bill, Purchaser shall submit such dispute in writing to Aqua no later than thirty (30) Days after receipt of the invoice, and shall timely make the disputed payment or payments. If it is subsequently determined by agreement or court decision that the disputed amount paid by Purchaser should have been less, or more, Aqua shall promptly revise the monthly invoice amount in a manner that Purchaser or Aqua will recover the amount due plus interest, with interest being calculated at an annual rate of five percent (5%).

**ARTICLE IX.
FORCE MAJEURE**

9.1 Procedure for Calling Force Majeure.

(a) **Notice of Force Majeure.** The Affected Party shall give prompt notice to the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable after becoming aware of such event or circumstance. Each notice served by an Affected Party to the other Party pursuant to this Subsection 9.1(a) shall specify the event or circumstance of Force Majeure in respect of which the Affected Party is claiming relief. Noncompliance by the Affected Party with the procedure specified in this Subsection 9.1(a) shall relieve the other Party from accepting the Affected Party's claim of Force Majeure until the Affected Party so complies, and the Affected Party shall not be excused from performance of any obligation under this Agreement until it so complies.

(b) **Obligations During Pendency of Force Majeure.** The Affected Party shall, by reason of any event or circumstance of Force Majeure in respect of which it has claimed relief under Subsection 9.1(a):

(i) use its best efforts to mitigate the effects of such Force Majeure and to remedy any inability to perform its obligations hereunder due to such event or circumstance as promptly as reasonably practicable;

(ii) furnish timely reports to the other Party regarding the progress in overcoming the adverse effects of such event or circumstance of Force Majeure; and

(iii) resume the performance of its obligations under this Agreement as soon as is reasonably practicable after the event or circumstance of Force Majeure is remedied or such event or circumstance, or the effect thereof on the Affected Party, ceases to exist.

(c) **Resumption of Performance.** When the Affected Party is able, or would have been able if it had complied with its obligations under this Article IX, to resume the performance of any or all of its obligations under this Agreement affected by the occurrence of an event or circumstance of Force Majeure, then the period of Force Majeure relating to such event or circumstance shall be deemed to have ended.

9.2 Effects of Force Majeure.

(a) **Relief From Obligation of Performance.** Provided it has complied with its obligations under Section 9.1, the Affected Party shall be relieved from any liability for the non-performance of its obligations under this Agreement where and to the extent that such non-performance is attributable solely and directly to the event or circumstance of Force Majeure asserted.

(b) **Relief From Obligation of Counter-Performance.** The non-Affected Party shall not be required to perform or resume performance of its obligations to the Affected Party corresponding to the obligations of the Affected Party excused by reason of Force Majeure.

9.3 Limitations on Force Majeure.

(a) **Scope and Duration.** No event or circumstance of Force Majeure shall relieve the Affected Party of any obligation that accrued prior to the commencement of such event or circumstance of Force Majeure, and the suspension of the Affected Party's performance shall be no longer in duration and no greater scope than is required by the event or circumstance of Force Majeure.

(b) **No Extension of Term.** Except as agreed by the Parties, no suspension, delay or failure of performance caused by a Force Majeure event shall extend this Agreement beyond the Term.

ARTICLE X. DEFAULT AND TERMINATION

10.1 Event of Default. It shall be an Event of Default by either Party if such Party shall breach any material covenant, obligation, representation, or warranty of such Party under this Agreement, which breach remains uncured for a period of thirty (30) Days after written notice from the non-breaching Party of the existence of such breach; provided, that the non-breaching Party shall extend the cure period for any such breach (and thus no Event of Default shall occur) if the nature of the default is such that it cannot reasonably be remedied within such thirty (30) Day period, and the breaching Party has diligently commenced corrective action within such thirty (30) Day period and is diligently pursuing such correction thereafter.

10.2 Remedies. If an Event of Default has occurred and is continuing, the non-defaulting Party shall be entitled to the following remedies, which shall be cumulative:

- (i) injunctive relief;
- (ii) specific performance;
- (iii) the right to cure the other Party's default;
- (iv) suspension of delivery of water hereunder;
- (v) termination of this Agreement;
- (vi) any of the remedies afforded in this Agreement; and
- (vii) any other remedies permitted at law or in equity, including damages.

Provided, that Aqua shall not be responsible in damages for any failure to supply water or for any interruption of the supply of water under this Agreement beyond the control of Aqua.

10.3 Aqua Right to Suspend or Terminate. Aqua shall have the right, as established in this Agreement, to terminate or suspend, in whole or in part, Aqua's performance of any of its duties

or obligations under this Agreement, upon thirty (30) Days prior written notice to Purchaser, in the event that:

(i) Aqua loses any Permit or other authorization from a Governmental Authority that is required by Aqua to perform its obligations under this Agreement;

(ii) Aqua is unable to obtain any necessary Permit, Permit amendment, or other necessary authorization from a Governmental Authority to perform its respective duties under this Agreement; or

(iii) Aqua loses its ability to transport water to the Point(s) of Delivery due to circumstances beyond Aqua's control, provided that Aqua has attempted to undertake its reasonable and best efforts to cure such circumstances and/or undertake efforts to provide service to the Property through alternate means, including consideration of additional Point(s) of Delivery.

10.4 Purchaser Right to Suspend or Terminate.

Purchaser shall have the right, for its sole convenience and without cause, to terminate or suspend, in whole or in part, Purchaser's performance of any of its duties or obligations under this Agreement, upon thirty (30) days written prior notice to Aqua. Upon receipt of any notice of termination delivered pursuant to this section, this Agreement shall terminate, effective immediately, and will be of no further force or effect, except with respect to: (i) rights and obligations of the Parties arising during or relating to any period prior to termination, and (ii) the covenants and obligations of the Parties set forth in this Agreement intended to survive the expiration or termination of this Agreement, which shall survive the expiration or earlier termination of this Agreement as expressly provided in this Agreement, or if no express survival

period is provided for, then until such obligations have been satisfied, or, if later, pursuant to any applicable statute of limitations.

10.5 Termination for Continued or Multiple Force Majeure. Either Party shall have the right (but not the obligation) to terminate this Agreement upon seven (7) Days prior written notice to the other Party in the event the suspension of any material obligation of the Affected Party resulting from one or more events of Force Majeure continues for a period of more than three (3) consecutive months or for a period of more than three (3) months in the aggregate during a one (1) year period; provided that the Affected Party shall only be entitled to terminate this Agreement under this section if it has met its obligations under Section 9.1 (Procedure for Calling Force Majeure). The non-affected Party may, but shall not be obligated to, extend either such period for such additional period as it deems appropriate, if the Affected Party is exercising due diligence in its efforts to cure the Force Majeure event.

10.6 Effective Date of Termination.

With the exception of a termination or suspension by Aqua pursuant to Section 10.3 or Purchaser pursuant to Section 10.4, upon receipt of any notice of termination delivered pursuant to this Article X, this Agreement shall terminate, upon 30 days notice, and will be of no further force or effect, except with respect to: (i) rights and obligations of the Parties arising during or relating to any period prior to termination, including, in the case of termination for any Event of Default, all of the damages incurred by the non-defaulting Party in connection with such Event of Default, which shall include but not be limited to, Aqua's stranded investment incurred in anticipation of providing the services to Purchaser throughout the term of this Agreement; and (ii) the covenants and obligations of the Parties set forth in this Agreement intended to survive the expiration or termination of this Agreement, which shall survive the expiration or earlier

termination of this Agreement as expressly provided in this Agreement, or if no express survival period is provided for, then until such obligations have been satisfied, or, if later, pursuant to any applicable statute of limitations.

10.7 Conflict.

To the extent the provisions of this Agreement conflict with the Terms and Conditions, the Agreement shall control.

**ARTICLE XI.
DISPUTE RESOLUTION**

11.1 Attempt to Resolve. The Parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the Parties will first attempt to resolve the dispute by taking the following steps:

(i) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied Party to the other Party, which notice shall request a written response to be delivered to the dissatisfied Party not less than 5 (five) Days after receipt of the notice of dispute.

(ii) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied Party, the dissatisfied Party shall give notice to that effect to the other Party whereupon each Party shall appoint a person having authority over the activities of the respective Parties who shall promptly meet, in person, in an effort to resolve the dispute.

(iii) If those persons cannot or do not resolve the dispute, then the Parties shall each appoint a person from the highest tier of managerial responsibility within each

respective Party, who shall then promptly meet, in person, in an effort to resolve the dispute.

11.2 Non-Binding Mediation. In the event the measures provided for in Section 11.1 are not successful in resolving the dispute, Aqua and Purchaser shall enter into non-binding mediation in an attempt to resolve the dispute prior to commencing litigation. Aqua and Purchaser shall mutually select an impartial individual to serve as mediator. In the event the Parties are unable to agree on an individual to serve as the mediator, either Party may apply to a District Judge for Bastrop County who shall be empowered to designate an individual to serve as the mediator.

11.3 Rates Not Subject to Mediation. Notwithstanding Sections 11.1 and 11.2, and in accordance with Sections 4.5 and 4.6, neither the Rates to be paid hereunder, nor the provisions for payments of said Rates, shall be subject to mediation or appeal.

11.4 Costs of Mediation. Each Party shall bear its own costs and expenses associated with any mediation or appeal of any provision of this Agreement.

ARTICLE XII. INDEMNITY BY PURCHASER

12.1 Indemnification by Purchaser. In addition to the other remedies afforded to Aqua in this Agreement, and to the extent allowed by law, Purchaser shall release, indemnify, defend and hold harmless every Aqua Indemnified Party for, from, and against any and all Losses, liens, causes of action, suits, judgments, and expenses (including, without limitation, court costs, attorneys' fees and costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from, or related to (in whole or in part):

- (i) this Agreement, including, without limitation, its environmental provisions;
- (ii) any rights or interests granted pursuant to this Agreement;
- (iii) any environmental conditions caused by or contributed by Purchaser; or
- (iv) any act or omission of Purchaser's officers, agents, invitees, employees, or contractors, or anyone directly or indirectly employed by any of them, or anyone they control or exercise control over, even if such liabilities arise from or are attributed to, in whole or in part, any negligence of any Aqua Indemnified Party. The only liabilities with respect to which Purchaser's obligation to indemnify each and every Aqua Indemnified Party does not apply are the liabilities to the extent proximately caused by the gross negligence or willful misconduct of an Aqua Indemnified Party.

12.2 Personal Property Waiver by Purchaser. All personal property, including, but not limited to, fixtures, equipment, or related materials within Purchaser's system or related in any manner to Purchaser's water infrastructure will be at the risk of Purchaser only, and no Aqua Indemnified Party will be liable for any damage thereto or theft thereof, whether or not due in

whole or in part to the negligence of any Aqua Indemnified Party. However, Purchaser's obligation to indemnify an Aqua Indemnified Party under this Section shall not apply to liability for damages proximately caused by the gross negligence or willful misconduct of an Aqua Indemnified Party.

12.3 Notice of Indemnified Loss. Aqua shall promptly notify Purchaser of any indemnified Losses or Claim for indemnified Losses in respect of which an Aqua Indemnified Party may be entitled to indemnification under this Article XII. Such notice shall be given as soon as reasonably practicable after Aqua becomes aware of the Loss or Claim for Losses.

12.4 Defense of Third Party Claims.

(a) To the extent permitted by law, Purchaser shall be entitled, at its option and reasonable expense, and with counsel of its selection, to assume and control the defense of any Claim for Losses by any non-Party that is subject to the indemnity by Purchaser pursuant to this Article XII; provided that Purchaser gives prompt notice of its intention to so control such defense to Aqua, and reimburses Aqua for the reasonable costs and expenses incurred by Aqua prior to the assumption by Purchaser of such defense.

(b) Notwithstanding the provisions of Subsection 12.4(a), unless and until Purchaser acknowledges in writing its obligation to indemnify Aqua and assumes control of the defense of a Claim for Losses in accordance with Subsection 12.4(a), Aqua shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any Claim by any third party alleged or asserted against Aqua in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of Purchaser hereunder.

(c) Notwithstanding Subsection 12.4(a) or Subsection 12.4(b), Purchaser shall not be entitled to settle or compromise any Claim for Losses without the prior written consent of Aqua, and such consent shall not be unreasonably withheld or delayed; provided, that after agreeing in writing to indemnify Aqua, Purchaser may settle or compromise any such Claim without the approval of Aqua so long as such Claim is solely for monetary damages that are paid in full by Purchaser and so long as Aqua is fully released from liability by the claimant.

(d) Following the assumption of the defense of any Claim for Losses by Purchaser, Aqua shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of Aqua, when and as incurred, unless: (i) the employment of counsel by Aqua has been authorized in writing by Purchaser and Purchaser has agreed to pay such fees and expenses; (ii) Aqua shall have reasonably concluded that there would be a conflict of interest between Purchaser and Aqua in the conduct of the defense of such action; (iii) Purchaser shall not in fact have employed independent counsel reasonably satisfactory to Aqua to assume the defense of such action and shall have been so notified by Aqua; or (iv) Aqua shall have reasonably concluded (and specifically notified Purchaser) either that there may be specific defenses available to it that are different from those available to Purchaser or that the proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement. If the preceding sentence shall be applicable, then counsel for Aqua shall have the right to direct the defense of such Claim on behalf of Aqua and the reasonable fees and disbursements of such counsel shall be at the cost and expense of Purchaser.

12.5 Limitation on Indemnity. The amount owing to an indemnified Party will be the amount of the indemnified Party's Losses net of any insurance proceeds received by the

indemnified Party following a reasonable effort by the indemnified Party to obtain such insurance proceeds.

12.6 General Limitation on Liability. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable to the other under any theory of tort, contract, strict liability, or other legal or equitable theory, whether by way of indemnity or otherwise, for any lost profits, exemplary, punitive, special, incidental, indirect, or consequential damages of the other Party; provided that the foregoing is not intended to limit the indemnities which shall be recoverable for Claims by a non-Party.

12.7 No Waiver of Immunity. Nothing herein shall be construed to effect a waiver of immunity by Aqua or Purchaser.

12.8 Limitation of Indemnity Provision in Article XII.

The Parties recognize that to the extent this Agreement is assigned to a municipal utility district created pursuant to Article XVI, Section 59 of the Texas Constitution, the indemnity provisions of Article XII of this Agreement shall only apply to such a district to the extent allowable by law.

**ARTICLE XIII.
REPRESENTATIONS, WARRANTIES AND COVENANTS**

13.1 Aqua Representations and Warranties. Aqua hereby represents and warrants to Purchaser, as of the date hereof, as follows:

- (i) Aqua has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered on behalf of Aqua by the appropriate officials of Aqua, and constitutes the legal, valid and binding obligation of Aqua, enforceable against Aqua in accordance with its terms except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles.

(iii) The execution, delivery and performance of this Agreement by Aqua have been duly authorized under the bylaws and all other applicable Requirements of Law of Aqua and will not contravene any provision of or constitute a default under any other agreement or instrument to which Aqua is a party or by which Aqua or its property may be bound, and do not conflict with any Requirement of Law currently in force and applicable to Aqua.

(iv) There is no legislation, litigation, action, suit, proceeding, or investigation pending or (to the best of Aqua's knowledge) threatened, against Aqua, whether related to the operation of any facility that will supply water under this Agreement, or otherwise, before or by any Governmental Authority which, if adversely determined, individually or in the aggregate: (A) could adversely affect the performance by Aqua of its obligations hereunder; (Bi) could have a material adverse effect on the condition (financial or otherwise), business or operations of Aqua; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

13.2 Purchaser Representations and Warranties. Purchaser represents and warrants to Aqua, as of the date of this Agreement, as follows:

(i) Century is a Colorado limited liability company and GRBK is a Texas limited liability company and each has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby, or shall cause this Agreement to be assigned, in whole or in part, to either Elgin Municipal Utility District No. 1 or Elgin Municipal Utility District No. 2, to perform the obligations hereunder and carry out the terms hereof and the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered on behalf of Purchaser, and constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles.

(iii) There is no legislation, litigation, action, suit, proceeding or investigation pending or (to the best of Purchaser's knowledge) threatened, against Purchaser or Elgin Municipal Utility District No. 1 or Elgin Municipal Utility District No. 2 or related to Purchaser's activities by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate: (A) could adversely affect the performance by Purchaser or Elgin Municipal Utility District No. 1 or Elgin Municipal Utility District No. 2 of its obligations hereunder; (B) could have a material adverse effect on the condition (financial or otherwise), business or operations of Purchaser or Elgin Municipal Utility District No. 1 or Elgin Municipal Utility District No. 2; or (C) questions the validity, binding effect or

enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

(iv) No officer or employee of Aqua has been or will be compensated in any manner with respect to directly or indirectly bringing the Parties together, agreement negotiations, or the entering into this Agreement. In no event will Purchaser pay a fee to or in any other manner compensate any of Aqua's board members, officers, or employees in connection with the acceptance of this Agreement. A breach of this Subsection 13.2(iv) shall result in automatic and immediate termination of this Agreement and shall be an Event of Default.

ARTICLE XIV. TERM

This Agreement shall be effective as of the date first written above and shall remain in force and effect for a period of forty (40) years from the Effective Date hereof. However, this Agreement may be terminated by either Party in accordance with Article X of this Agreement. As provided in Article X, earlier termination by Purchaser shall render Purchaser liable in damages for repayment of Aqua's stranded investment incurred in anticipation of providing services to Purchaser throughout the term of this Agreement. Purchaser agrees that Aqua has no obligation to provide it with water after the termination of this Agreement. Unless either Purchaser or Aqua provides the other party with its written intent to not renew this Agreement not later than two (2) years prior to the date of the expiration of the initial term of this Agreement, this Agreement shall automatically renew for an additional twenty (20) year period and the Agreement's terms and conditions shall remain in effective for the length of the additional twenty (20) year period.

**ARTICLE XV.
MISCELLANEOUS**

15.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their legal successors but the Agreement shall not be otherwise assignable in whole or in part by either Aqua or Purchaser without first obtaining the written consent of the other. Consent to any proposed assignment will not be unreasonably withheld or delayed. Aqua hereby expressly consents to and approves of the assignment of this Agreement to either Elgin Municipal Utility District No. 1 or Elgin Municipal Utility District No. 2, in whole or in part, and agrees that no further consent to such an assignment will be necessary; however, a written copy of such assignment must be delivered to Aqua. To the extent an assignee expressly assumes an obligation or liability of the assignor, assignor shall be fully released from the same.

15.2 Governing Law and Venue. The Constitution of the United States of America and the Constitution and laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy that may arise hereunder. All amounts due under this Agreement, including but not limited to payments due under this Agreement or damages for breach of this Agreement, shall be paid and be due in Bastrop County, Texas, which is the county in which the principal administrative offices of Aqua are located. It is specifically agreed that Bastrop County, Texas, is a principal place of performance of this Agreement. Venue for any actions arising under this Agreement shall lie exclusively in the courts of Bastrop County, Texas.

15.3 Notices. Unless the context requires immediate notice, which may be provided by telephone, any notice, request or other communication required by this Agreement between the

Parties regarding the Agreement shall be given in writing and shall be deemed to have been given to the other Party upon either of the following dates:

(i) The date of the mailing thereof, as shown by a post office receipt, if mailed to the Party by registered or certified mail at the latest address specified for such other Party in writing; or

(ii) The date of the receipt thereof by such other Party if not so mailed by registered or certified mail. Notice shall be made to Aqua as follows:

General Manager
Aqua Water Supply Corporation
P.O. Drawer P
415 Old Bastrop Highway
Bastrop, Texas 78602

Notice to Purchaser shall be made as provided on Exhibit "H" hereto.

(iii) The Parties shall have the right from time to time to change their respective addresses by giving written notice to the other Party.

15.4 No Waiver of Rights.

(a) No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character or shall be effective unless in writing, duly executed by a duly authorized representative of the Party waiving any such default.

(b) Neither the failure by a Party to insist on any occasion upon the strict performance of the terms, conditions, and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach.

15.5 Severability. In case any one or more of the Articles, Sections, provisions, clauses or words of this Agreement shall for any reason be held to be invalid, unenforceable or unconstitutional, such invalidity, unenforceability or unconstitutionality shall not affect any other Articles, Sections, provisions, clauses or words of this Agreement, and it is intended that this Agreement shall be severable and shall be construed and applied as if such invalid or unconstitutional Article, Section, provision, clause or word had not been included herein.

15.6 Entire Agreement. This Agreement contains all of the agreements between the Parties on the subjects contained herein. As of the Effective Date of this Agreement, this Agreement shall replace any and all prior agreements between the Parties, both oral and written, with regard to the subject matter.

15.7 Amendments. This Agreement may be changed or modified at any time by a written instrument signed by both Parties and only after having obtained approval from the governing bodies of Aqua and Purchaser. No change or modification shall be made to this Agreement that will affect adversely the prompt payment, when due, of all monies to be paid by Purchaser under the terms of the contract or that will adversely affect the tax-exempt status of any tax-exempt obligations issued by Aqua or Purchaser. The foregoing notwithstanding, the Parties hereto agree to use their best efforts to modify this Agreement if the Internal Revenue Service determines that a failure to do so would adversely affect the tax-exempt status of any outstanding tax-exempt obligations issued by Aqua or Purchaser.

15.8 Cooperative Drafting. This Agreement is the product of a cooperative drafting effort by the Parties and shall not be construed or interpreted against either Party solely on the basis that one Party or its attorney drafted this Agreement or any portion of it.

15.9 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The parties further confirm that electronic signatures, including those provided via DocuSign or scanned PDFs, shall be an acceptable form of execution. The Parties may execute this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement and exchange the counterparts of such documents by means of facsimile or email transmission, and the Parties agree that the receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals. Thereafter, the Parties shall promptly exchange original versions of this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement that were executed and exchanged by facsimile or email transmission.

15.10 **Third Party Beneficiaries.** Nothing in this Agreement is intended or shall be construed to confer upon, or to give to, any legal Person other than the parties, any right, remedy, or Claim under or by reason of this Agreement. Any covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. Nothing in this Agreement is intended to interfere with any agreement of any Party with a third party.

15.11 **Deadlines.** To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.

15.12 **Authority.** Any representatives executing this Agreement on behalf an entity, each independently represent, warrant and contract individually that he or she possesses the right and

actual authority, as defined by law, to execute this Agreement and thereby fully bind the party represented to the terms and obligations contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

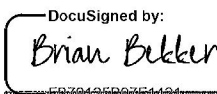
AQUA

By: 
Dacy Cameron
Assistant General Manager

Date: 5.11.23

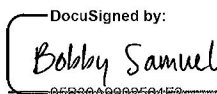
PURCHASER

CENTURY

By: 
Brian Bekker
Division President

Date: 5/12/2023

GRBK

By: 
Bobby Samuel
Vice President

Date: 5/12/2023

Exhibit A – Aqua WSC’s Retail Water CCN Service Area



Exhibit B – Legal Description of the Property

Legal Description of the Property

Tract One: All that certain parcel or tract of land out of the Elizabeth Standifer Survey No.24, Abstract No. 59, situated in Bastrop County, Texas; being all of that called 384.406 acre tract described as Tract 1, and all of that called 1.455 acre tract described as Tract 2, as conveyed to Bastrop Trinity Investors, LLC by Special Warranty Deed recorded in Document Number 201907584 of the Official Records of Bastrop County, Texas, SAVE AND EXCEPT; Lot 138, Block H, Trinity Ranch Phase 1, Section 1, a subdivision as recorded in Cabinet 5, Slide 65-A, of the Plat Records of Bastrop County, Texas, and that certain 1.003 acre tract as conveyed to Collin Clark, et al, by Special Warranty Deeds recorded in Document No.(s) 201915655, 201915657, 201915659, 201915661 and 201915663, of the Official Public Records of Bastrop County, Texas, and that certain 1.003 acre tract as conveyed to Adam Stowe, et al, by Special Warranty Deeds recorded in Document No.(s) 201915790, 201915792, 201915794, 201915796 and 201915798, Document No. 201915798 subsequently conveyed by Special Warranty Deed recorded in Document No. 202109336, all of the Official Public Records of Bastrop County, Texas, and being more particularly described by metes and bounds on Exhibit "A-1" attached hereto and incorporated herein by reference.

Tract Two: Lot 138, Block "H", of TRINITY RANCH PHASE 1, SECTION 1, a Subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in Book 5, Page 65-A, of the Plat Records of Bastrop County, Texas.

Tract Three: An Undivided 2/7th Interest in that 1.003 acre tract out of the Elizabeth Standifer Survey No. 24, Abstract No. 59, in Bastrop County, Texas, being the same property conveyed to Collin Clark, et al, by Special Warranty Deeds recorded in Document Nos. 201915655, 201915657, 201915659, 201915661 and 201915663, of the Official Public Records of Bastrop County, Texas; said 1.003 acre tract being more particularly described by metes & bounds on Exhibit "A-2" attached hereto and incorporated herein by reference.

Tract Four: An Undivided 2/7th Interest in that 1.003 acre tract out of the Elizabeth Standifer Survey No. 24, Abstract No. 59, in Bastrop County, Texas, being the same property conveyed to Adam Stowe, et al, by Special Warranty Deeds recorded in Document Nos. 201915790, 201915792, 201915794, 201915796 and 201915798, the interest in Document No. 201915798, being subsequently conveyed in Document No. 202109336, of the Official Public Records of Bastrop County, Texas; said 1.003 acre tract being more particularly described by metes & bounds on Exhibit "A-3" attached hereto and incorporated herein by reference.

EXHIBIT "A-1"**Legal Description of Tract One**

EXHIBIT _____

Century Communities
382.741 Acres
Job No. 6502-02

**DESCRIPTION OF A 382.741 ACRE TRACT OF LAND
BASTROP COUNTY, TEXAS**

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE ELIZABETHI STANDIFER SURVEY NO. 24, ABSTRACT NO. 59, SITUATED IN BASTROP COUNTY, TEXAS; BEING ALL OF THAT CALLED 384.406 ACRE TRACT DESCRIBED AS TRACT 1, AND ALL OF THAT CALLED 1.455 ACRE TRACT DESCRIBED AS TRACT 2, AS CONVEYED TO BASTROP TRINITY INVESTORS, LLC, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201907584 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, SAVE AND EXCEPT; LOT 138, BLOCK H, TRINITY RANCH PHASE 1, SECTION 1, A SUBDIVISION AS RECORDED IN CABINET 5, SLIDE 65-A, OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND THAT CERTAIN 1.003 ACRE TRACT AS CONVEYED TO COLLIN CLARK, ET AL, BY SPECIAL WARRANTY DEEDS RECORDED IN DOCUMENT NO.(S) 201915655, 201915657, 201915659, 201915661 AND 201915663, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND THAT CERTAIN 1.003 ACRE TRACT AS CONVEYED TO ADAM STOWE, ET AL, BY SPECIAL WARRANTY DEEDS RECORDED IN DOCUMENT NO.(S) 201915790, 201915792, 201915794, 201915796 AND 201915798, DOCUMENT NO. 201915798 SUBSEQUENTLY CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 202109336, ALL OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3-inch steel fence post found on the east right-of-way line of County Road 127, aka Upper Elgin River Road, (R.O.W. varies), on a northerly line of a called 103.11 acre tract of land as conveyed to Linda Jackson and Sheila Harrison by executor's deed recorded in Volume 968, Page 194 of the Official Records of Bastrop County, Texas, at the southwest corner of the above described Bastrop Trinity Investors, LLC 384.406-acre tract, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, leaving the northerly line of said Jackson and Harrison 103.11-acre tract, with the easterly right-of-way line of said County Road 127, N 27° 26' 36" E distance of 1,658.49 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southwest corner of the above described Lot 138, Block H, Trinity Ranch Phase 1, Section 1, for a westerly outside corner of the herein described tract;

THENCE, leaving the easterly right-of-way line of said County Road 127, with the southerly line of said Lot 138, Block H, S 62° 33' 24" E distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southeast corner of said Lot 138, Block H, for a westerly inside corner of the herein described tract;

THENCE, with the easterly line of said Lot 138, Block H, N 27° 26' 36" E distance of 967.88 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the southerly line of a called

Page 1 of 6

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18.08 acre tract as conveyed to Paul Mogonye and Sandra Mogonye by general warranty deed with vendor's lien recorded in Document Number 201515453 of the Official Public Records of Bastrop County, Texas, being a northerly line of said Bastrop Trinity Investors, LLC 384.406-acre tract, at the northeast corner of said Lot 138, Block H, for the most westerly north corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "RJ SURVEYING" found at the northwest corner of said Lot 138, Block H, bears N 62° 46' 05" W distance of 50.00 feet;

THENCE, with said northerly line of said Bastrop Trinity Investors, LLC 384.406-acre tract, S 62° 46' 05" E distance of 1,253.44 feet to a 1/2-inch iron rod with a cap stamped "RJ SURVEYING" found at the southeast corner of said Mogonye 18.08-acre tract, being an inside corner of said Bastrop Trinity Investors, LLC 384.406-acre tract, for an inside corner of the herein described tract;

THENCE, with a westerly line of said Bastrop Trinity Investors, LLC 384.406-acre tract, N 27° 19' 40" E distance of 1,638.55 feet to a 1/2-inch iron rod found on the southerly line of a remainder of a called 45.063 acre tract as conveyed to Elgin Breeding Services by warranty deed recorded in Volume 319, Page 257 of the Deed Records of Bastrop County, Texas, at the northeast corner of a called 11.500 acre tract as conveyed to Cuthbert V. Pineda and Julieta Arcellano Pineda by general warranty deed recorded in Document Number 201701186 of the Official Public Records of Bastrop County, Texas, being the northwest corner of said Bastrop Trinity Investors, LLC 384.406-acre tract, for a northerly corner of the herein described tract;

THENCE, with a northerly line of said Bastrop Trinity Investors, LLC 384.406-acre tract, S 62° 45' 43" E distance of 630.41 feet to a 1/2-inch iron rod with a cap stamped "BQE INC" set at the southwest corner of the above described Bastrop Trinity Investors, LLC 1.455-acre tract, for an inside corner of the herein described tract;

THENCE, leaving said northerly line of said Bastrop Trinity Investors, LLC 384.406-acre tract, with the westerly line of said Bastrop Trinity Investors, LLC 1.455-acre tract, N 28° 39' 30" E distance of 792.34 feet to a 1/2-inch iron rod found at the southeast corner of Lot 4, Elgin Business Park, a subdivision as recorded in Cabinet 4, Slide 20-A of the Plat Records of Bastrop County, Texas, at the southwest terminus of Swenson Boulevard (80' R.O.W.), being the northwest corner of said Bastrop Trinity Investors, LLC 1.455-acre tract, for the most northerly northwest corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS.4303" found at the southwest corner of said Lot 4 bears N 62° 51' 25" W distance of 675.07 feet;

THENCE, with the southerly terminus of said Swenson Boulevard, S 62° 51' 25" E distance of 80.03 feet to a 1/2-inch iron rod with a cap stamped "BQE INC" set at the southwest corner of Lot 3, of said Elgin Business Park, being the northeast corner of said Bastrop Trinity Investors, LLC 1.455-acre tract, for the most northerly northeast corner of the herein described tract, from which 1/2-inch iron rod found at the southeast corner of said Lot 3 bears S 62° 51' 25" E distance of 199.85 feet;

Page 2 of 6

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THENCE, leaving the southerly terminus of said Swenson Boulevard, with the easterly line of said Bastrop Trinity Investors, LLC 1,455-acre tract, S 28° 39' 30" W distance of 792.48 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southeast corner of said Bastrop Trinity Investors, LLC 1,455-acre tract, on a northerly line of said Bastrop Trinity Investors, LLC 384,406-acre tract, for an inside corner of the herein described tract;

THENCE, with a northerly line of said Bastrop Trinity Investors, LLC 384,406-acre tract, S 62° 45' 43" E distance of 251.69 feet to a 1/2-inch pipe found at the southeast corner of a remainder of said Elgin Breeding Services remainder of a called 45,063-acre tract, being the southwest corner of a called 28,7345-acre tract as conveyed to Wallace H. Cardwell and Ardeth M. Cardwell, Trustees of the Cardwell Living Trust by general warranty deed recorded in Volume 661, Page 576 of the Official Records of Bastrop County, Texas, for an angle point of the herein described tract;

THENCE, continuing, with a northerly line of said Bastrop Trinity Investors, LLC 384,406-acre tract, S 63° 29' 34" E distance of 1,474.13 feet to a 1/2-inch iron pipe found on the southerly line of a called 4.85-acre tract (Tract "C") as conveyed to the City of Elgin, Texas, by special warranty deed recorded in Document Number 201107471 of the Official Public Records of Bastrop County, Texas, for an angle point of the herein described tract;

THENCE, continuing, with a northerly line of said Bastrop Trinity Investors, LLC 384,406-acre tract, S 62° 54' 43" E distance of 381.77 feet to 1/2-inch iron pipe found at the common southerly corner of said City of Elgin, Texas 4.85-acre tract (Tract "C"), and a called 11.476-acre tract (Tract "A") as conveyed to the City of Elgin, Texas, by said Document Number 201107471 of the Official Public Records of Bastrop County, Texas, for an angle point of the herein described tract;

THENCE, continuing with a northerly line of said Bastrop Trinity Investors, LLC 384,406-acre tract, S 62° 40' 05" E distance of 454.25 feet to a 1/2-inch iron rod found at the common southerly corner of said City of Elgin, Texas 11.476-acre tract (Tract "A"), and a called 2,000-acre tract as conveyed to Conrado Jonsa, III and Lisa Jonsa by deed of gift recorded in Volume 423, Page 516 of the Official Records of Bastrop County, Texas, for an angle point of the herein described tract;

THENCE, continuing with a northerly line of said Bastrop Trinity Investors, LLC 384,406-acre tract, S 62° 54' 26" E distance of 294.42 feet to a 1/2-inch iron rod found at the southeast corner of said Jonsa 2,000-acre tract, for an angle point of the herein described tract;

THENCE, continuing with a northerly line of said Bastrop Trinity Investors, LLC 384,406-acre tract, S 62° 55' 02" E distance of 602.07 feet to a 1/2-inch iron rod found at the southwest corner of a called 12,108-acre tract of land as conveyed unto the Elgin Latin Cemetery Association by general warranty deed recorded in Document Number 200909369 of the Official Public Records of Bastrop County, Texas, for an angle point of the herein described tract;

Page 3 of 6

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THENCE, continuing with a northerly line of said Bastrop Trinity Investors, LLC 384.406-acre tract, S 62° 36' 14" E distance of 93.70 feet to a 3-inch steel fence post found on the southerly line of said Elgin Latin Cemetery Association 12.108-acre tract, at the northwest corner of a called 19.304-acre tract as conveyed to Israel Arreola and Rebecca Cortes by general warranty deed recorded in Document Number 201302809 of the Official Public Records of Bastrop County, Texas, being the most easterly northeast corner of said Bastrop Trinity Investors, LLC 384.406-acre tract, for the most easterly northeast corner of the herein described tract;

THENCE, with an easterly line of said Bastrop Trinity Investors, LLC 384.406-acre tract, S 26° 42' 45" W distance of 1,199.23 feet to a 3-inch steel fence post found at an inside corner of a remainder of a called 77.28 acre tract of land as conveyed to H.L. Noidig by instrument recorded in Volume 150, Page 381 of the Deed Records of Bastrop County, Texas, being an easterly outside corner of said Bastrop Trinity Investors, LLC 384.406-acre tract, for an easterly outside corner of the herein described tract;

THENCE, with a southerly line of said Bastrop Trinity Investors, LLC 384.406-acre tract, N 63° 02' 59" W a distance of 1,096.36 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southeast corner of the above described 1,003 acre tract as conveyed to Adam Stowe, et al, for an outside corner of the herein described tract;

THENCE, leaving said southerly line, crossing over an across said Bastrop Trinity Investors, LLC 384.406-acre tract, with the easterly line of said Adam Stowe, et al, 1,003-acre tract, N 26° 57' 01" E distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northeast corner of said Adam Stowe, et al, 1,003-acre tract, for an inside corner of the herein described tract;

THENCE, continuing over an across said Bastrop Trinity Investors, LLC 384.406-acre tract, with the northerly line of said Adam Stowe, et al, 1,003-acre tract, N 63° 02' 59" W distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northwest corner of said Adam Stowe, et al, 1,003-acre tract, for an inside corner of the herein described tract;

THENCE, continuing over an across said Bastrop Trinity Investors, LLC 384.406-acre tract, with the westerly line of said Adam Stowe, et al, 1,003-acre tract, S 26° 57' 01" W distance of 209.00 feet to a 3-inch steel fence post found at the southwest corner of said Adam Stowe, et al, 1,003-acre tract, at the northwest corner of a called 50 acre tract as conveyed to Heine Neidig by instrument recorded in Volume 160, Page 300 of the Deed Records of Bastrop County, Texas, being an easterly inside corner of said Bastrop Trinity Investors, LLC 384.406-acre tract, an angle point of the herein described tract;

THENCE, with an easterly line of said Bastrop Trinity Investors, LLC 384.406-acre tract, S 25° 39' 44" W distance of 1,488.86 feet to a 3-inch steel fence post found on the north line of a called 97.876 acre tract as conveyed to Terry M. Lindsey MD and Leigh A. Lindsey by general warranty deed recorded in Document Number 201210308 of the Official Public Records of Bastrop County, Texas, at an easterly outside corner of said Bastrop Trinity Investors, LLC 384.406-acre tract, an easterly outside corner of the herein described tract, from which a 1/2-inch

iron rod with a cap stamped "PROPERTY CORNER" found bears S 64° 03' 05" E distance of 11.93 feet;

THENCE, with an southerly line of said Bastrop Trinity Investors, LLC 384.406-acre tract, N 62° 53' 36" W distance of 667.93 feet to a 3-inch steel fence post found at the northwest corner of said Leigh 97.876-acre tract, being an easterly inside corner said Bastrop Trinity Investors, LLC 384.406-acre tract, for an easterly inside corner of the herein described tract;

THENCE, with an easterly line of said Bastrop Trinity Investors, LLC 384.406-acre tract, S 26° 49' 14" W distance of 1,610.72 feet to a 3-inch steel fence post found on the northerly line of a called 170.255-acre tract as described in deed of trust recorded in Volume 174, Page 114 of the Deed of Trust Records of Bastrop County, Texas, at the southwest corner of said Leigh 97.876-acre tract, being the southeast corner of said Bastrop Trinity Investors, LLC 384.406-acre tract, for the southwest corner of the herein described tract;

THENCE, with the southerly line of said Bastrop Trinity Investors, LLC 384.406-acre tract, N 62° 14' 34" W distance of 1,233.58 feet to a 1/2-inch iron rod found at the common north corner of said 170.255-acre tract, and said Harrison 103.11-acre tract, for an angle point of the herein described tract;

THENCE, continuing with the southerly line of said Bastrop Trinity Investors, LLC 384.406-acre tract, N 62° 01' 42" W distance of 1,115.86 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southeast corner of the above described 1.003-acre tract as conveyed to Collin Clark, et al, for an outside corner of the herein described tract;

THENCE, leaving said southerly line, crossing over an across said Bastrop Trinity Investors, LLC 384.406-acre tract, with the easterly line of said Collin Clark, et al, 1.003-acre tract, N 27° 58' 18" E distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northeast corner of said Collin Clark, et al, 1.003-acre tract, for an inside corner of the herein described tract;

THENCE, continuing over and across said Bastrop Trinity Investors, LLC 384.406-acre tract, with the northerly line of said Collin Clark, et al, 1.003-acre tract, N 62° 01' 42" W distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northwest corner of said Collin Clark, et al, 1.003-acre tract, for an inside corner of the herein described tract;

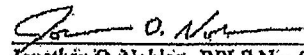
THENCE, continuing over an across said Bastrop Trinity Investors, LLC 384.406-acre tract, with the easterly line of said Collin Clark, et al, 1.003-acre tract, S 27° 58' 18" W distance of 209.00 feet to a 60-D nail found in the top of a fence post at the southwest corner of said Collin Clark, et al, 1.003-acre tract, for an outside corner of the herein described tract;

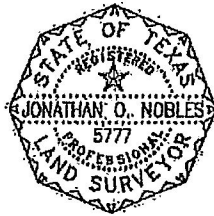
Page 5 of 6:

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THENCE, with the southerly line of said Bastrop Trinity Investors, LLC 384.406-acre tract, N 63° 10' 18" W a distance of 1,109.90 feet to the POINT OF BEGINNING and containing 382.741 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE, Inc. under my supervision on November 9, 2021, and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Central Zone. All distances are in surface and can be converted to Grid by using the combined scale factor = 0.9999278824.


Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 40
Austin, Texas 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm No. 10106502



01/14/2022
Date

Client: Century Communities
Date: January 14, 2022
Job No.: 6502-02.

Page 6 of 6

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Exhibit "A-1" - 6

EXHIBIT "A-2"**Legal Description of Tract Three**

Elgin MUD #1- Directors Lot
1.003 Acres
Job No. 6502-00

**DESCRIPTION OF A 1.003 ACRE TRACT OF LAND
BASTROP COUNTY, TEXAS**

FIELD NOTES FOR A 1.003 ACRE (43,681 SQUARE FOOT) TRACT OF LAND IN THE CITY OF ELGIN, BASTROP COUNTY TEXAS, IN THE ELIZABETH STANDIFER SURVEY NO. 24, ABSTRACT NO. 59, BEING OUT OF A CALLED 384.406 ACRE TRACT OF LAND CONVEYED UNTO BASTROP TRINITY INVESTORS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201907584 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60d nail found in the top of a fence post at an angle point in the southerly line of said 384.406 acre tract and the most northerly line of a called 103.11 acre tract of land as conveyed unto Linda Jackson and Sheila Harrison in Volume 968, Page 194, of the Official Records of Bastrop County, Texas, the **POINT OF BEGINNING** and most westerly corner of the herein described tract, from which a 3-inch steel fence post found at the most westerly corner of the 384.406 acre tract bears N 63°10'18" W, a distance of 1,109.90 feet;

THENCE, over and across the 384.406 acre tract the following three (3) courses;


- 1) N 27°58'18" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most northerly corner of the herein described tract;
- 2) S 62°01'42" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most easterly corner of the herein described tract;
- 3) S 27°58'18" W, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 384.406 acre tract and the aforementioned 103.11 acre tract, the most southerly corner of the herein described tract; from which a 1/2-inch iron rod found at a northeasterly corner of said 103.11 acre tract bears, S 62°01'42" E, a distance of 1,115.86 feet;

THENCE, N 62°01'42" W, coincident with said common line, a distance of 209.00 feet to the **POINT OF BEGINNING** and containing 1.003 acres of land, more or less.

Page 1 of 3

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Thereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.

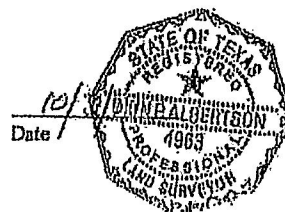


Dion P. Albertson RPLS No. 4963
BGE, Inc.

7330 San Pedro Ave, Suite 202
San Antonio TX 78216

Telephone: 210-581-3600

TBPLS License# Surveying Firm No: 10194490.



Client: Harris-Strunb
Date: October 3, 2019
Job No: 6502-00

Page 2 of 3

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Exhibit "A-2" - 2

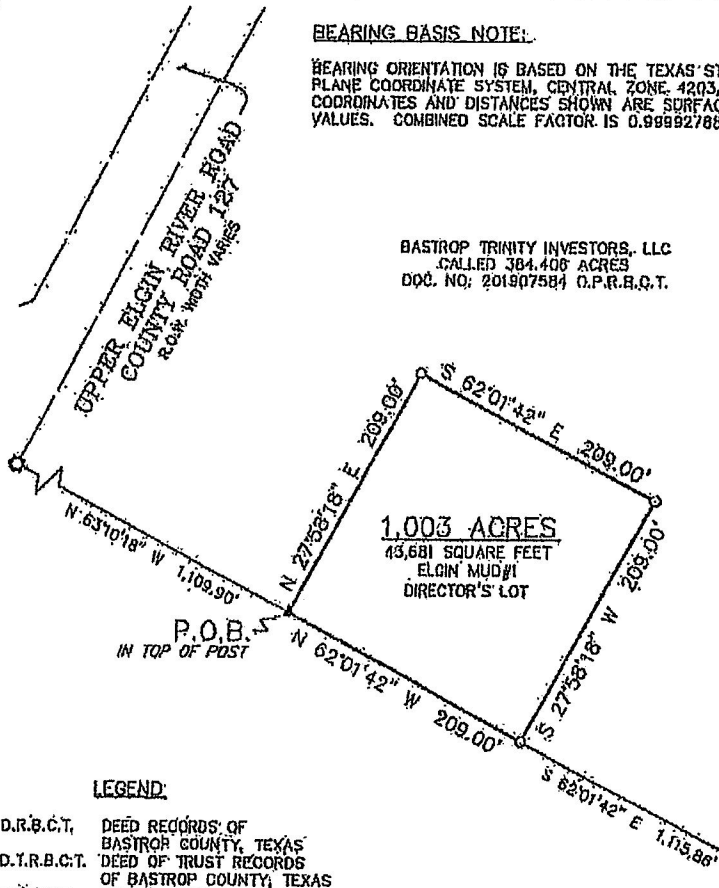
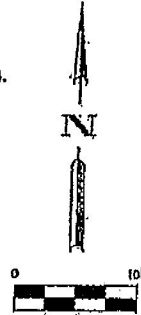
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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD-83. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999276824

BASTROP TRINITY INVESTORS, LLC
CALLED 384.408 ACRES
DOC. NO: 201907584 O.P.R.B.Q.T.



LEGEND:

- D.R.B.C.T. DEED RECORDS OF BASTROP COUNTY, TEXAS
- D.T.R.B.C.T. DEED OF TRUST RECORDS OF BASTROP COUNTY, TEXAS
- O.R.B.C.T. OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- FOUND 1/2" IRON ROD
- ▲ FOUND 3" FENCE POST
- ▲ FOUND 60-D NAIL
- SET 1/2" IRON ROD W/ "BGE INC" CAP

LINDA JACKSON & SHEILA HARRISON
CALLED 103.11 ACRES - EXHIBIT A
VOL. 968, PG. 194 O.R.B.C.T.

FRED D. HOOPER, JR.
& MARY E. HOOPER
CALLED 170.255 ACRES
VOL. 174, PG. 114
D.T.R.B.Q.T.



BGE, Inc.
7330 San Pedro Ave., Suite 202, San Antonio, TX 78216.
Tel: 210-581-3800 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10104480

SCALE (1"=100')

SHEET 3

OF 3

Copyright 2010

EXHIBIT "A-3"

Legal Description of Tract Four

EXHIBIT _____

Elgin MUD #2-Directors Lot
1.003 Acres
Job No. 6502-00

**DESCRIPTION OF A 1.003 ACRE TRACT OF LAND
BASTROP COUNTY, TEXAS**

FIELD NOTES FOR A 1.003 ACRE (43,681 SQUARE FEET) TRACT OF LAND IN THE CITY OF ELGIN, BASTROP COUNTY TEXAS, IN THE ELIZABETH STANDIFER SURVEY NO. 24, ABSTRACT NO. 59, BEING OUT OF A CALLED 384.406 ACRE TRACT OF LAND CONVEYED UNTO BASTROP TRINITY INVESTORS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201907584 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3-inch fence post found at a re-entrant corner of said 384.406 acre tract at the most northerly corner of a called 50 acre tract of land as conveyed unto Martha Neidig and Heino Neidig in Volume 160, Page 300, Deed Records, Bastrop County, Texas, the **POINT OF BEGINNING** and most westerly corner of the herein described tract;

THENCE over and across the 384.406-acre tract the following three (3) courses;

- 1) N 26°57'01" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most northerly corner of the herein described tract;
- 2) S 63°02'59" E, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, the most easterly corner of the herein described tract;
- 3) S 26°57'01" W, a distance of 209.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 384.406 acre tract and the aforementioned 50 acre tract, the most southerly corner of the herein described tract, from which a 3-inch fence post found at an easterly corner of the 384.406 acre tract bears S 63°02'59" E, a distance of 1,096.36 feet;

THENCE, N 63°02'59" W, coincident with said common line, a distance of 209.00 feet to the **POINT OF BEGINNING** and containing 1.003 acres of land, more or less.

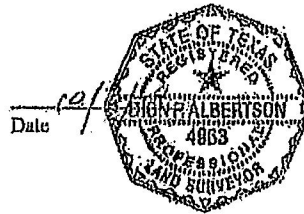
Page 1 of 3

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I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.



Dion P. Albertson RPLS No. 4963
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Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490



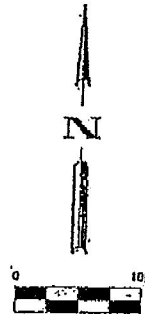
Client: Harris-Straub
Date: October 3, 2019
Job No: 6502-00

Page 2 of 1

GATXCPHOICTSUIARRIS_STRAUB6502-00_TRINITY_RANCH_SURVEY04_FINAL6502-00_BEGIN MUDW2-PN.DOCX

LEGEND

BASTROP TRINITY INVESTORS, LLC
CALLED 384.406 ACRES
DQC. NO. 201907584 O.P.R.B.C.T.



TERRY M. LINDSEY MO
CALLED A LINDSEY
DOC. NO. 201210808
O.P.R.B.C.I.

MARTHA NEIDIG
H. L. NEIDIG
REMAINDER OF A
CALLED 77.28 ACRES
VOL. 150, PG. 381
D.R.B.O.T.

BEARING ORIENTATION IS BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD-83.
COORDINATES AND DISTANCES SHOWN ARE SURFACE
VALUES. COMBINED SCALE FACTOR IS 0.9999278024



BGE, Inc.
7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
Tel: 210-581-9600 • www.bgeinc.com
TBPLG Licensed Surveying Firm No. 10194390

SCALE: 1"=100'

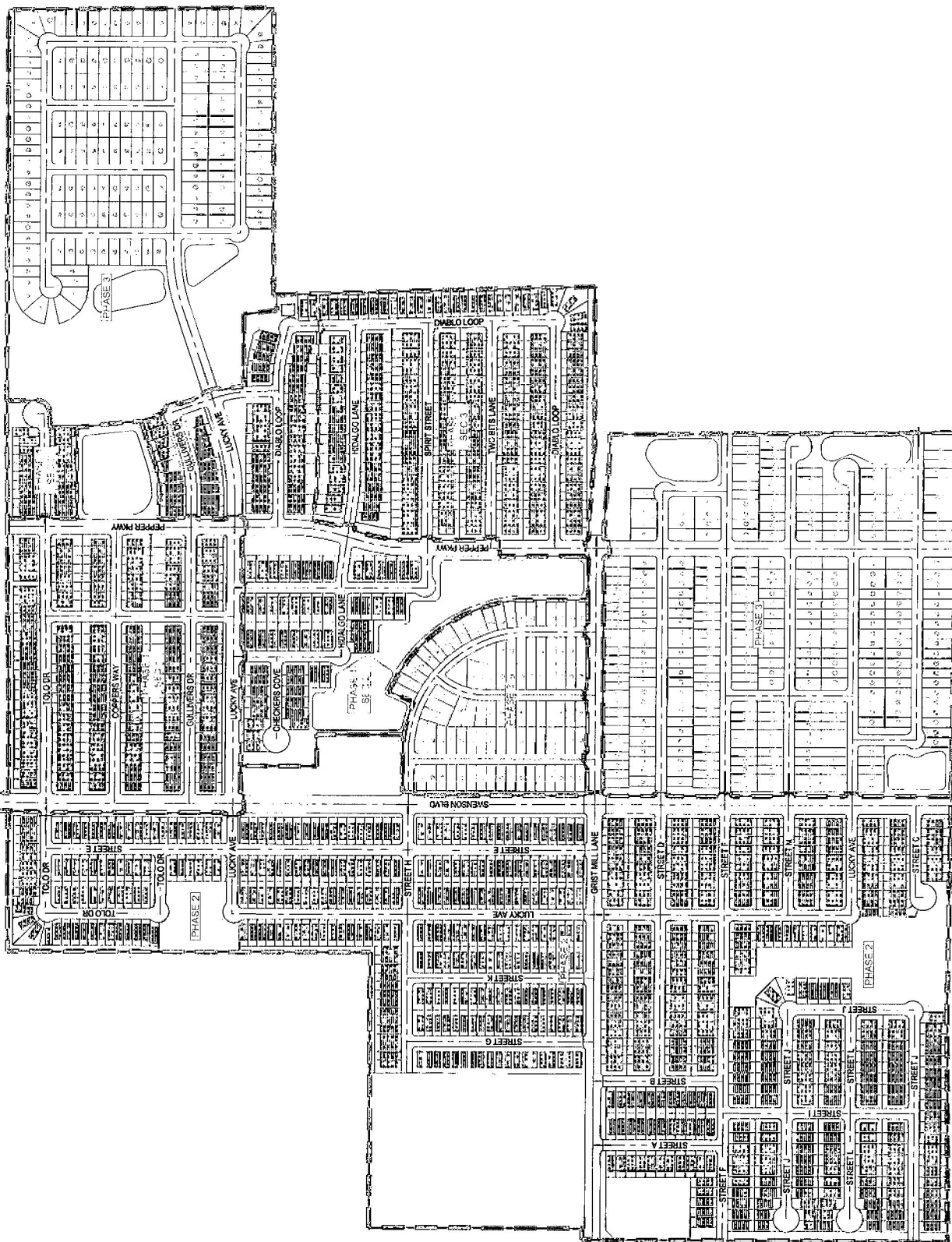
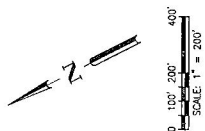
SHEET 3

OF 3

EXHIBIT C – Preliminary Concept Plan of Trinity Ranch



BROWN & GAY ENGINEERS, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TELEPHONE 512-477-0400 FAX 512-477-0405
WWW.BROWN-ENG.COM

[illegible]

**EXHIBIT D - AQUA WSC'S TERMS AND CONDITIONS FOR
WHOLESALE WATER SERVICE TO DISTRICTS TO BE
DECERTIFIED FROM CCN NO. 10294**

**AQUA WATER SUPPLY CORPORATION
TERMS AND CONDITIONS FOR WHOLESALE
WATER SERVICE TO DISTRICTS TO BE
DECERTIFIED FROM
AQUA WSC'S CCN NO. 10294**

Aqua Water Supply Corporation
(Name)

P. O. Drawer P
(Business Address)

Bastrop
(City)

Texas
(State)

78602
(Zip Code)

(512) 303-3943
(Area Code/Telephone No.)

SECTION 1.0
DEFINITIONS

“Applicant” means the entity making application to Aqua for the purchase of Wholesale Water Service under the provisions of these Terms and Conditions.

“Aqua” means Aqua Water Supply Corporation as represented by its Board of Directors.

“Aqua’s Engineer” means a person or firm licensed by the State of Texas and engaged by Aqua to provide engineering consulting services to Aqua.

“Aqua’s System” means collectively all of Aqua’s production, distribution, and transmission facilities, including, without limitation, wells, ground storage reservoirs, pump stations, elevated storage tanks, water transmission and distribution lines connecting any of the aforementioned facilities, and other properties or interest therein wherever located for the production, distribution, and transmission of water.

“Board of Directors” or “Board” means the duly elected members of the Board of Directors of Aqua Water Supply Corporation.

“Certificate of Convenience and Necessity” (CCN) means the authorization by the Public Utility Commission of Texas to exclusively provide retail water or wastewater utility service within an identified geographic area.

“District” means a political subdivision of the State of Texas authorized under Article 16, Section 59, or Article III, Section 59, of the Texas Constitution to provide water, sewage, drainage and other services within the District’s boundaries.

“Feasibility Study” means the report prepared by Aqua’s Engineer to determine whether Aqua has adequate water supply and delivery capacity to supply the requested Wholesale Water Service for the standard contract period, and to identify the point on Aqua’s System of the nearest available adequate supply.

“Living Unit Equivalent” (LUE) means the equivalent of one single family residence that can be adequately served by a 5/8” X 3/4” water meter.

“Maximum Daily Delivery Rate” means the maximum rate at which Aqua will deliver water to a Purchaser under a Wholesale Water Service Agreement in one twenty-four (24) hour period.

“Monthly Customer Charge” means the cost to have water available at a meter.

“Purchaser” means the District or the individual or entity contracting with Aqua on behalf of a District under a Wholesale Service Agreement for the purchase from Aqua of water on a wholesale basis. Purchaser is required to become a member of Aqua prior to Wholesale Water Service being provided.

“Service Area” means that area to which Aqua may lawfully provide water service, whether within or outside the area described by the Certificate of Convenience and Necessity held by Aqua.

“System Development Fee” means the revenue from new user hook ups to recover costs of existing and future capacity enhancing capital improvements.

“Usage Charge” means the charge billed for water delivered through a metered point of delivery.

“Wholesale Water Service” means wholesale water service provided to a retail public utility, as defined by the Texas Water Code, located outside of Aqua’s service area. Such water shall be submetered for resale by the Purchaser within the Purchaser’s service area. Aqua will not be the retail service provider to the customers of the Purchaser.

SECTION 2.0

WHOLESALE WATER SERVICE RATE AND FEE SCHEDULE FOR DISTRICTS

Section 2.01 – Water Rates

The monthly water rate for water delivered by Aqua under these Terms and Conditions is as follows:

- Monthly Customer Charge: \$13.25 per LUE for the total number of LUEs actually connected to the Aqua system during all or any part of the month in question, plus;
- Usage Charge: \$3.35 per 1,000 gallons of water delivered through a master meter to the point of delivery.

The Monthly Customer Charge is calculated based on the total number of LUEs connected to the District's system. The District must notify Aqua of the total number of LUEs connected to its system by the 10th day of each month.

Section 2.02 – System Development Fee

The System Development Fee is \$4,100 per LUE. This fee may be amended from time to time by the Aqua Board of Directors. The Purchaser pays the System Development Fee in two components unless otherwise agreed to by Aqua and the Purchaser. At the time the Purchaser wishes to reserve capacity in Aqua’s system for the District, or any portion of the District, the Purchaser is required to make a payment to Aqua in the amount of \$600 per LUE. Payment of the remaining \$3,500 of the System Development Fee is made at the time the lot/home is connected to the District’s water system or another timeline agreed to by Aqua and the Purchaser, including but not limited to, paying the System Development Fees owed to Aqua on an annual basis in accordance with a development (take-down) schedule.

Section 2.03 -- Regulatory Fees

Any fees assessed to Aqua by the TCEQ, Lost Pines Groundwater Conservation District, or any other federal, state, or local agency with the jurisdiction to assess fees, and which are allocable or attributable to the provided water service or water delivered by Aqua which are not included in the Monthly Customer Charge or the Usage Charge described above.

Section 2.04 -- Feasibility Study Fee

In order to obtain Wholesale Service, an Applicant must first submit a written request for a specific Maximum Daily Delivery Rate requested and pay for a Feasibility Study. The fee for the Feasibility Study for Wholesale Water Service is \$3,000.00.

Section 2.05 -- Other Fees

The Membership Fee for Wholesale Service shall be \$100.00. The Applicant becomes a Member of Aqua once the Applicant and Aqua execute a Wholesale Water Service Agreement.

The Applicant shall be responsible for all fees and expenses incurred by Aqua associated with Aqua applying for, and obtaining, all permits required by a groundwater conservation district for the transport of water out of such district for the benefit of Applicant and all fees and expenses, such as attorneys' fees, estimated to be incurred by Aqua in negotiating and drafting a Wholesale Water Service Agreement. A deposit of \$2,500.00 to cover expected fees and expenses shall be submitted to Aqua by Applicant at the time Applicant submits its request for a Wholesale Water Service Agreement to Aqua. Aqua shall issue an invoice to Applicant for all such fees and expenses incurred in excess of the deposit, and Applicant shall promptly submit payment in full to Aqua. The failure of Applicant to timely reimburse Aqua for such fees and expenses will be cause for Aqua to reject Applicant's request for a Wholesale Water Service Agreement or to abate consideration of such request pending receipt of payment from Applicant. If such permits are required, the issuance of such permits shall be a condition precedent to Aqua providing a Wholesale Water Service Agreement to Applicant.

Section 2.06 -- Miscellaneous Fees and Requirements for Servicea. Reconnection Fees

Base Reconnection Fee	\$60.00
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Past Due Balance	As applicable
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The above Reconnection Fee must be paid before service can be restored to a Purchaser who has been disconnected. A Base Fee of \$60.00 shall be charged for all reconnections. At service locations where equipment tampering or an unauthorized connection has resulted in forfeiture of membership and tap rights, the former member shall be required to make full payment of the Membership Fee and the Tap Fee in effect at the time service is requested. Additionally, the former member shall be required to make full payment of applicable Equipment Damage Fees.

b. Late Charge

A 10% penalty will be added for payment received after the 10th day of the month. Failure to pay by the 10th, may require disconnection. The penalty on delinquent bills may not be applied to any balance to which the penalty was applied in a previous billing.

c. Returned Check Charge \$ 35.00

SECTION 3.0 SERVICE RULES AND REGULATIONS

Section 3.01 – Application for Wholesale Water Service

Wholesale Service is provided pursuant to a long-term Wholesale Water Service Agreement, after (i) receipt of an application for Wholesale Water Service, and (ii) a determination is made by Aqua that Wholesale Water Service is available to Applicant. This service may be provided by Aqua in Aqua's sole determination, taking into consideration the proposed place of use of the water, the furtherance of the goals of regionalization, the optimal use of Aqua's infrastructure, and other policies and guidelines adopted by Aqua from time to time. Aqua is under no obligation to provide Wholesale Water Service.

Entities meeting the following minimum qualifications may apply for Wholesale Water Service. However, meeting the following minimum qualifications in no event entitles any entity to become a Purchaser of Wholesale Water Service. Minimum qualifications for Applicants for Wholesale Water Service include, but are not limited to, the following:

1. Applicant is a District or an individual or entity who has applied on behalf of a District.
2. District's proposed or current service area is located within the CCN held by Aqua.

Applicant must present a complete application for Wholesale Water Service.

The Feasibility Study shall be performed by Aqua's Engineer, shall identify the point on Aqua's system of the nearest available adequate supply, and shall analyze whether Aqua has, at present, adequate water supply and delivery capacity to supply the requested service amount for the standard contract period.

If the sale of water by Aqua to Applicant requires a transport permit from an underground water conservation district, then upon request by Applicant, Aqua will submit an application for a Transport Permit at Applicant's expense. By accepting Applicant's application for Wholesale Water Service, and by submitting an application for a Transport Permit, Aqua makes no warranty or guarantee to applicant that the Transport Permit application will be successful.

Section 3.02 -- Billing

Payment is considered late if not received at Aqua's office or postal address within 20 days of the date of the bill. A 10% penalty will be added for payment received after the 20th day after the date of the bill. Failure to pay by the 20th day after the due date may result in disconnection.

Section 3.03 -- Service Disconnection

Unless there is a good faith appeal of a disputed bill, wholesale water service to Purchaser may be disconnected if Purchaser fails to make payment of a delinquent bill within thirty (30) days and proper notice has been given.

Proper notice shall consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. If applicable, the notice must also list the past due balance.

Service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account or to comply with a deferred payment agreement;
2. Willful violation of a usage rule when that violation interferes with another member's service;
3. Other reasons set forth in the Wholesale Water Service Agreement.

Service may only be disconnected without notice:

1. When a known dangerous condition exists, for as long as the condition exists;
2. When service is established through meter bypassing, an unauthorized connection or unauthorized reconnection; or
3. In instances of tampering with Aqua's meter or equipment.

Section 3.04 -- Forfeiture of Membership

If Wholesale Water Service has been disconnected for nonpayment for more than 365 consecutive days or if Aqua's equipment has been tampered with or water is taken by means of an unauthorized connection, or both:

The Purchaser shall forfeit all rights and privileges of membership;

The Purchaser shall forfeit all connection and tap rights;

The meter shall be removed; and

The Point of Delivery shall be sealed.

Section 3.05 -- Limitation of Liability

Aqua shall not be liable for any damages, including without limitation, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue, resulting from failures or interruptions of water supply occurring because of maintenance of Aqua's water distribution system or that are occasioned by causes beyond the control of Aqua. Aqua shall not be liable in any event for consequential damages.

Section 3.06 -- Litigation

These Terms and Conditions shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these Terms and Conditions shall be performable in Bastrop County, Texas. All payments required to be made to Aqua under the Wholesale Water Service Agreement shall be made at Aqua's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under the Wholesale Water Service Agreement. In the event Aqua is required to retain an attorney to enforce the Wholesale Water Service Agreement or any of the Terms and Conditions or to collect amounts owed, the Purchaser shall be responsible for all costs incurred by Aqua, including reasonable attorneys' fees.

Section 3.07 -- Fire Flow

Aqua does not promise or guarantee fire flow service at any point based on the delivery of water to the Purchaser.

SECTION 4.0 -- WATER RATIONING PLAN

Aqua has enacted a Water Rationing Plan as set out in its Tariff and Water Conservation Plan. Prior to service by Aqua, all Purchasers are required to adopt Aqua's Water Rationing Plan and Water Conservation Plan, or a plan that is substantially similar that has been approved by the Texas Commission on Environmental Quality. Aqua will notify Purchasers of any revisions to the Water Rationing Plan and Water Conservation Plan and Purchasers shall ensure that their plan conforms with such amendments within thirty (30) days of notification.

EXHIBIT E - FEASIBILITY STUDY



May 5, 2023

Ms. Patricia Hernandez
Manager of Subdivision Development
Aqua Water Supply Corporation
Post Office Drawer "P"
Bastrop, Texas 78602

Re: Request for Water Feasibility Study
Trinity Ranch

Ms. Hernandez:

Per your email on May 4, 2022, we have conducted an engineering review and feasibility study of the applicable sector of the Aqua WSC system to determine if sufficient facilities and capacity exist to appropriately serve the referenced proposed development without adversely impacting Aqua's system or if additional infrastructure improvements are required. The review/study is based on a simulated hydraulic analysis with parameters in compliance with TCEQ rules and regulations and AWWA standards. It also addresses city limits, ETJs, CCN, endangered species habitat, 100-year flood plain, etc., as per Aqua WSC's policies.

The property consists of 385.857 acres located approximately 3,000 L.F. south of the intersection of US 290 and Swenson Blvd in Elgin, TX in northern Bastrop County. The property is within Aqua Zone 3 and can be found on map page A-2 of the current Aqua system maps. Bastrop County Central Appraisal District refers to the property as part of Parcel ID 11949 owned by Century Land Holdings II LLC & Grbk Edgewood LLC. The property is within the City of Elgin Statutory extraterritorial jurisdiction (ETJ) and is completely within the Aqua WSC certificated service area as per CCN No. 10294 on file with Public Utility Commission of Texas.

FEMA Flood Insurance Rate Map # 48021C0075E, dated January 19, 2006, depicts that portions of the subdivision will be in a special flood hazard area. The developer shall make every effort to ensure structures are built outside of the flood plain. Should structures be constructed within the flood plain, the developer and/or contractor shall be aware of, and understand, all local, state and federal rules and regulations governing such construction.

The property does not fall within the limits of a defined habitat of an endangered species known to exist in Bastrop County or Aqua's service area, specifically that of the Houston Toad, according to U.S. Fish and Wildlife Service publications. Therefore, Aqua will not be in violation of federal funding guidelines regarding an endangered species.

The feasibility request indicates that *phase 1* of the subdivision will be developed into 151 residential lots with a fire flow requirement of 1,000 GPM for one hour. Demand for *phase 1* of the subdivision is calculated as 155 Living Unit Equivalents (LUEs), per the developer's request of 151 LUEs for residential lots and 4 LUEs for irrigation.

ADDRESS

1978 S AUSTIN AVENUE | GEORGETOWN, TX 78628

PHONE

512 930 9412

FAX

512 930 9416

WEB

STEBERBIZZELL.COM

TEXAS REGISTERED ENGINEERING FIRM F-181

SERVICES

>> ENGINEERS

>> PLANNERS

>> SURVEYORS

May 5, 2023
Aqua Water Supply Corporation
Request for Water Feasibility Study
Trinity Ranch

Page 2

The feasibility request indicates that the *full buildout* of the subdivision will be developed into 1,803 residential lots. Demand for *full buildout* of the subdivision is calculated as 1,803 Living Unit Equivalents (LUEs), per the developer's request. Full buildout will be wholesale, per the developer's request. Pressure at the point of delivery (POD) will be at or above 35 PSI. Adequate system pressure to serve Trinity Ranch's full buildout and provide fire flow will be the responsibility of Trinity Ranch. Aqua will deliver 1,558,000 GPD at the POD through an air gap.

Aqua has an existing 10" water line running through the property. To provide service to the 1st phase of the proposed development, a new 10" stub-out will need to be constructed. The costs associated with the construction of the new 10" water line, as well as Aqua required fees, are included in the enclosed Preliminary Cost Summary – Phase 1.

Aqua has an existing 18" water line north of Monkey Road. To provide service to the full-buildout of the proposed development, a new 12" water line will need to be constructed on the west side of FM 1704 and cross country, as shown in the Preliminary Service Map. The above proposed 12" water line will be sufficient to also serve the full buildout. The costs associated with serving Trinity Ranch full buildout are included in the enclosed Preliminary Cost Summary – Full Buildout. This Preliminary Cost Summary assumes that the improvements indicated in the Preliminary Cost Summary for phase 1 are complete.

There is an existing Aqua water line that runs through the property which is necessary to provide service to the MUD. The developer will be required to sign an updated easement document or relocate the water line outside of the proposed pavement at their expense.

A hydraulic simulation of the requested additional demand in Aqua's existing system shows that the construction of additional Capital Improvement Projects (CIP) will allow the distribution system to maintain TCEQ required minimum pressures. The Capital Improvements Recovery Fees (CIRF) listed in the Preliminary Cost Summary will be used to fund these projects.

Based on USGS datum, the property's natural ground elevations vary from approximately 530 to 555 feet above MSL. Based on Aqua's applicable pressure plane for this area (680.5' "County Line" Pressure Plane), static pressure for this area will comply with TCEQ requirements. The existing 18" water line and new 12" water line will have sufficient capacity to serve the additional connections and dynamic residual pressures at peak demand will comply with TCEQ rules and regulations once the above-mentioned CIPs are completed. Existing Aqua customers in the area will not have a decrease in pressures that would cause non-compliance with TCEQ standards.

We recommend a 90-day limit apply for this review from the date of this letter. It should be noted that Aqua's providing service to this subdivision shall be contingent upon the developer's compliance with all relevant Federal, State and County rules and regulations as per Aqua's tariff.

This Feasibility Study and subsequent Preliminary Cost Summary assume no additional county R.O.W. dedication. If R.O.W. dedication is required that affects Aqua's existing water lines, the Preliminary Cost Estimate will be revised based on the relocation of those lines out of the dedicated R.O.W.

May 5, 2023
Aqua Water Supply Corporation
Request for Water Feasibility Study
Trinity Ranch

Page 3

Due to the uncertainties of easement acquisition, design requirements, construction contractors' availability, construction materials and equipment availability, inclement weather, etc., Aqua Water Supply Corporation is unable to predict or guarantee the timing of the provision of water services to developments. If the developer chooses to sell lots in a subdivision prior to the provision of water services, the developer does so at their own risk and is solely liable for such action.

Feel free to contact our office if there are any questions and please advise if we may be of further assistance.

Respectfully,

Curtis Steger, P.E.

Cc: Dacy V. Cameron, P.E.
Aqua Assistant General Manager

Proposed Water System Improvements
AQUA WATER SUPPLY CORPORATION
Bastrop, Texas

Trinity Ranch – Phase 1
Bastrop County, Texas

PRELIMINARY COST SUMMARY
(April 19, 2023)

Item/Description	Quantity	Unit Price	Estimated Cost
10" SDR-21 PVC	40 LF	\$65	\$2,600.00
Sand Bedding	40 LF	\$8	\$320.00
12-ga. Tracer Wire (taped to pipe twice per joint)	40 LF	\$0.65	\$26.00
M.J. SSB cl-350 D.I. Fittings w/ Restraint Glands	100 Lbs	\$5	\$500.00
10" Gate Valve w/ Valve Box and Restraint Glands	3 Ea	\$3,500	\$10,500.00
10" Wet Connection	1 Ea	\$8,000	\$8,000.00
5-1/4" Fire Hydrant Assembly w/ Gate Valve, Tee and Restraint Glands	1 Ea	\$6,000	\$6,000.00
Erosion Control w/ Silt Fencing	40 LF	\$4	\$160.00
Clearing & Chipping	40 LF	\$4	\$160.00
Trench Safety	40 LF	\$2	\$80.00
6" Master Meter w/ Vault & Flow Control Valve	1 Ea	\$100,000	\$100,000.00
6" Double Check Detector w/ Vault, Valves & Restraint Glands	1 Ea	\$40,000	\$40,000.00

Construction Total:	\$168,346.00
Contingencies (approx. 10% of const.)	\$16,830
Engineering (approx. 12% of const.)	\$20,200
Capacity Reservation Fee (\$600 x 310 LUEs) - Temporary Peaking	\$186,000
System Development Fee (\$3500 x 310 LUEs)	\$1,085,000
Customer Service Inspection Fee (\$70 x 1 connection)	\$70
Membership Fee (\$100 x 1 connection)	\$100
Backflow Prevention Fee	\$25
Capital Improvement Recovery Fee (\$3,537 x 310 LUEs)	\$1,096,470
Surveying & Staking	\$3,900
Legal	\$2,000
Easements & Right-of-Way	By Developer

Grand Total:	\$2,578,941.00
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NOTE: This is a preliminary cost summary and not an actual contractual construction cost quote. It is not based on any prepared plans or on-site inspections by this office. After surveying and plans are prepared and reviewed, a more accurate estimate can then be provided. This preliminary cost summary shall be valid for 90-days from the date listed above.

Proposed Water System Improvements
AQUA WATER SUPPLY CORPORATION
Bastrop, Texas

Trinity Ranch – Full Buildout
Bastrop County, Texas

PRELIMINARY COST SUMMARY
(April 27, 2023)

Item/Description	Quantity	Unit Price	Estimated Cost
12" SDR-21 PVC	9,675 LF	\$65	\$628,875.00
12" Certa-Lok Yelomine Pipe	700 LF	\$80	\$56,000.00
Sand Bedding	9,675 LF	\$8	\$77,400.00
12-ga. Tracer Wire (taped to pipe twice per joint)	9,675 LF	\$0.65	\$6,288.75
M.J. SSB cl-350 D.I. Fittings w/ Restraint Glands	5000 Lbs	\$5	\$25,000.00
Bore w/ 18" PVC Casing at Finished Driveway Crossings and Water Line Crossings	200 LF	\$250	\$50,000.00
Open Cut and Install PVC Casing at Unfinished Driveway Crossing	200 LF	\$150	\$30,000.00
18" Butterfly Valve	2 Ea	\$8,500	\$17,000.00
12" Gate Valve w/ Valve Box and Restraint Glands	10 Ea	\$3,500	\$35,000.00
18" x 12" Wet Connection	1 Ea	\$35,000	\$35,000.00
2" Auto. Air/Vac. Release Valve Assembly w/ Tapping Saddle	7 Ea	\$4,000	\$28,000.00
5-1/4" Fire Hydrant Assembly w/ Gate Valve, Tee and Restraint Glands	8 Ea	\$6,000	\$48,000.00
Erosion Control w/ Silt Fencing	9,675 LF	\$4	\$38,700.00
Clearing & Chipping	9,675 LF	\$6	\$58,050.00
Trench Safety	9,675 LF	\$2	\$19,350.00

Construction Total:	\$1,152,663.75
Contingencies (approx. 10% of const.)	\$115,270
Engineering (approx. 12% of const.)	\$138,320
Capacity Reservation Fee (\$600 x 1493 LUEs)	\$895,800
System Development Fee (\$3,500 x 1493 LUEs)	\$5,225,500
Customer Service Inspection Fee (\$70 x 1 connection)	\$70
Membership Fee (\$100 x 1 connection)	\$100
Backflow Prevention Fee	\$25
Capital Improvement Recovery Fee (\$3,537 x 1493 LUEs)	\$5,280,741
Surveying & Staking	\$19,350
Legal	\$2,000
Easements & Right-of-Way	\$55,000

Grand Total:	\$12,884,839.75
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NOTE: This is a preliminary cost summary and not an actual contractual construction cost quote. It is not based on any prepared plans or on-site inspections by this office. After surveying and plans are prepared and reviewed, a more accurate estimate can then be provided. This preliminary cost summary shall be valid for 90-days from the date listed above.