

## **EXHIBIT F – STANDARD FORM EASEMENT**

**WATER LINE EASEMENT**

THE STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

KNOW ALL MEN BY THESE PRESENTS, that, \_\_\_\_\_ of the County of \_\_\_\_\_, State of Texas hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid by **AQUA WATER SUPPLY CORPORATION**, P.O. Drawer P, Bastrop, Texas, 78602, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, expressed or implied, is retained, has this day GRANTED, SOLD AND CONVEYED, and by these presents do hereby GRANT, SELL AND CONVEY, unto Grantee, its successors, and assigns, a 15 foot wide water line easement for the construction, installation, operation, maintenance, replacement, tie-in connections, upgrade, removal and repair of water lines, necessary appurtenances and the water line system in, upon and across the following described land, to-wit:

**Legal Description**

TO HAVE AND TO HOLD the same perpetually to Grantee, its successors and assigns, together with the right and privilege at any and all times to enter said premises, or any part thereof, along with the right of ingress and egress over Grantor's adjacent lands, and the right to trim, cut, clear or remove any and all trees, shrubs, and other vegetation within the easement area and temporary workspace easement, for the purpose of construction, installation, operation, maintenance, replacement, tie-in connections, upgrade, removal and repair of water lines and/or necessary appurtenances and making connections therewith. Grantee shall have the right to re-enter and place new or additional water lines over the easement property. The easement area hereby granted shall not exceed 15 feet in width, and is more particularly described by metes and bounds on Exhibit A and shown on a map or plat on Exhibit B. Grantee shall have exclusive easement and right-of-way rights for the purpose stated herein to a 5 foot wide strip of land, the center line of which shall be defined as the center line of said pipe as installed across Grantor's property. Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipelines are installed, the easement area herein granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed. In addition to the 15 foot permanent easement area granted above, Grantor also grants Grantee a temporary workspace easement which shall not exceed 15 feet in width. Said 15 foot wide temporary workspace easement shall run along and parallel to the 15 foot permanent easement. The 15 foot temporary workspace easement shall be in effect from time to time only so long as the construction, operation, maintenance, replacement, tie-in connections, upgrade, removal, repair and laying of the pipelines or additional pipelines is taking place; and, except when said activities are being completed from time to time, the 15 foot temporary workspace easement shall revert to the sole ownership and control of the Grantor. Grantor reserves the right to enter upon and use the easement area, but in no event shall Grantor use the easement area in any manner which interferes in any material way or is inconsistent with the rights granted hereunder.

No permanent improvements, inconsistent with the Grantee's use of the Easement, such as, but not necessarily limited to, houses, barns, sheds, septic fields, stock tanks, or paved parking lots shall be constructed or placed on or within any portion of the permanent Easement. Reserved to the Grantor will be the right to pass back and forth across the Easement on foot or in vehicles; to cultivate or landscape same; to raise crops or gardens thereon; to fence and graze cattle and livestock thereon; to lay out, dedicate, construct, and maintain roads, streets, driveways, and utility lines across the Easement at any angle not less than 45 degrees to said water lines; provided, however, that Grantee's water lines shall not be obstructed,

endangered, or interfered with and that said water lines shall always be left with proper cover and sufficient and permanent support.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipeline as relocated. Grantor also grants Grantee a temporary workspace easement which shall not exceed 15' in width to allow for the relocation, maintenance, or repair of said water line.

The consideration recited herein shall constitute payment in full for the easement, the temporary workspace easement and all of the rights accompanying same and for all damages sustained by Grantor due to the installation of the structures referred to herein, if any, and Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damage will result from its use to Grantor's premises. The Grantor shall inform Grantee in writing, of any other damage claim arising from Grantee's actions while on Grantor's property. Said written notice for claim of damages must be given within 120 days after the installation of the structures referred to herein on Grantor's property has been completed. The written notice shall describe the damage that has occurred and is a condition precedent to the right to recover. Where a written claim is not timely filed, Grantee shall not be liable for same.

Grantor warrants and shall forever defend this easement to Grantee against anyone asserting a claim to the easement or any part thereof. This easement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

\_\_\_\_\_  
(lien holder(s) name, address, city, state and zip)

The easement conveyed herein was obtained or improved through Federal Financial Assistance. The easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Aqua Water Supply Corporation owns it, whichever is longer.

This instrument shall be binding upon and inure to the benefit of the heirs, successors and assigns of each of the parties hereto and should any provision hereof be invalid or unenforceable, the remaining provisions shall continue to be in full force and effect.

The easement may be executed in multiple counterpart originals with the same effect as if all signatory parties had signed the same document. All counterparts are to be construed together and will constitute one and the same instrument, and the signature pages of each document may be attached to one instrument for convenience or for recording.

IN WITNESS HEREOF, Grantor has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

Grantor's Mailing Address:

AFTER RECORDING RETURN TO:  
AQUA WATER SUPPLY CORPORATION  
P.O. Drawer P  
Bastrop, Texas 78602

Aqua File No.

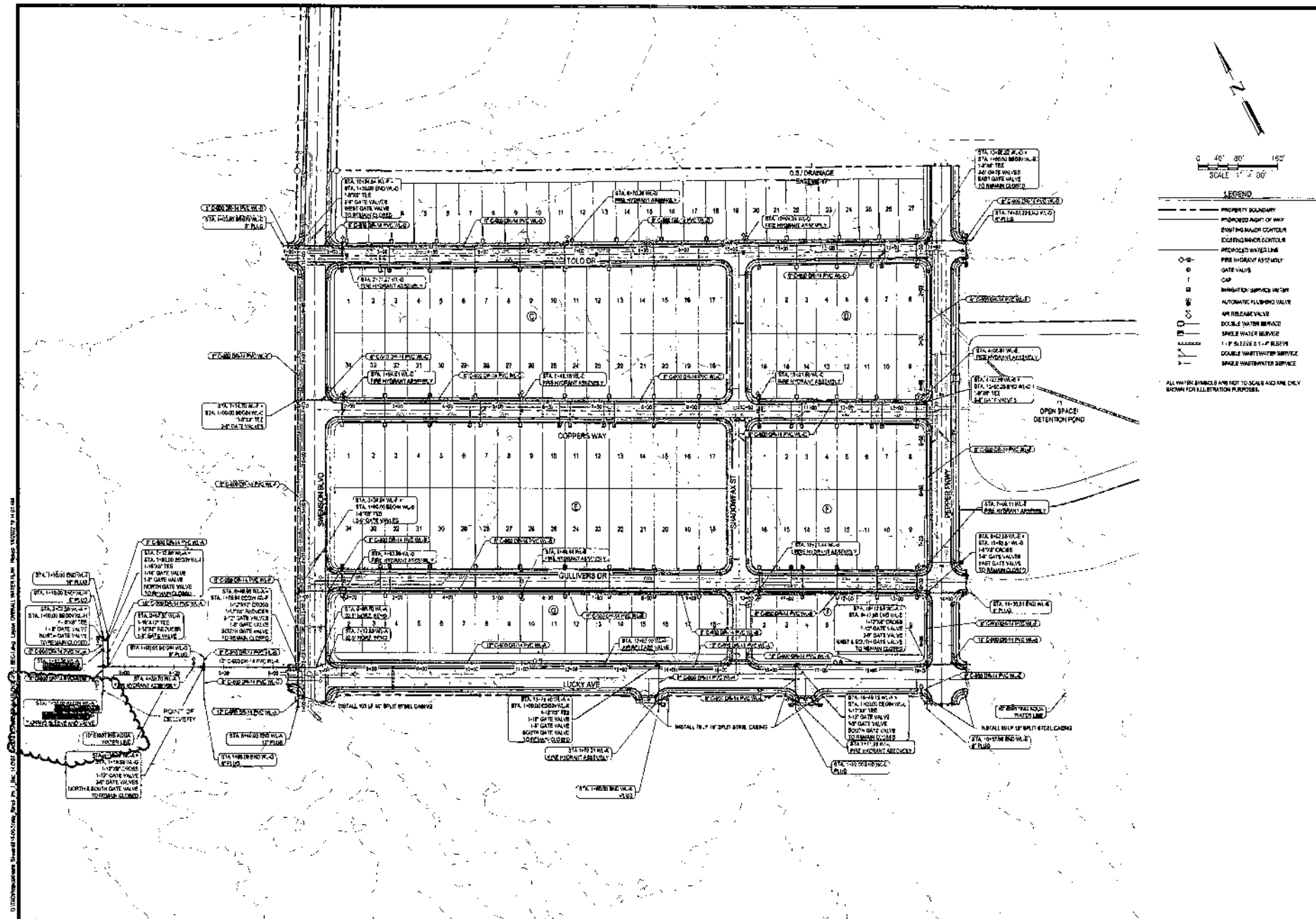
## **EXHIBIT G - DESCRIPTION OF POINT OF DELIVERY**

The meter shall be located within an Aqua easement, as contemplated in Section 2.14 of this Agreement.

TRINITY RANCH, PHASE I SECTION 1  
ELGIN, TEXAS

OVERALL WATER PLAN

267  
80 OF 91



## **EXHIBIT H - NAME AND ADDRESS FOR NOTICE TO PURCHASER**

**Century Community Land Holdings II, LLC**

**Attn: Brian Bekker**

**6500 River Place Blvd**

**Building 2, Suite 200**

**Austin, Texas 78730**

**GRBK Edgewood LLC**

**Attn: Bobby Samuel**

**2805 Dallas Parkway, Suite 400**

**Plano, Texas 75093**

## **EXHIBIT I – Aqua WSC’s Water Rationing Plan**





## **COMPANY POLICY**

---

### **Drought Contingency Plan**

**Policy No. PL006**

**Revision B, Effective 07-11-2022**

### **Aqua Water Supply Corporation**

415 Old Austin Hwy., P. O. Drawer P, Bastrop, Texas, 78602, (512) 303-3943

Aqua Water Supply Corporation's Drought Contingency Plan for Aqua's Retail Water Certificate of Convenience and Necessity Number 10294.

## Contents

1.	Purpose .....	4
2.	Application .....	4
3.	Definition of Terms .....	4
3.1	Aesthetic Water Use .....	4
3.2	Aqua .....	4
3.3	Board of Directors or Board .....	4
3.4	Certificate of Convenience and Necessity (CCN) .....	4
3.5	Commercial and Institutional Water Use .....	4
3.6	Conservation .....	4
3.7	Customer .....	4
3.8	Domestic Water Use .....	4
3.9	Drought Contingency Plan .....	4
3.10	Dwelling, Dwelling Unit, or Residence .....	4
3.11	Engineering .....	5
3.12	Essential Water Use .....	5
3.13	Industrial Water Use .....	5
3.14	Landscape Irrigation Use .....	5
3.15	Non-Essential Water Use .....	5
3.16	Production and Storage Facilities .....	5
3.17	Supervisory Control and Data acquisition System or SCADA .....	5
3.18	Service Area .....	5
4.	Responsibilities .....	6
4.1	Board of Directors .....	6
4.2	General Manager .....	6
4.3	Assistant General Manager .....	6
4.4	Engineering Manager .....	6
5.	Drought Contingency Plan .....	7
5.1	Declaration of Policy, Purpose, and Intent .....	7
5.2	Public Involvement .....	7
5.3	Public Education .....	7
5.4	Coordination with Regional Water Planning Groups .....	7
6.	Triggering Criteria for Drought Response Stages .....	8
6.1	Stage 1 – Mild Water Rationing Conditions .....	8
6.1.1	Requirements for Initiation .....	8
6.1.2	Requirements for Termination .....	9
6.2	Stage 2 – Moderate Water Shortage Conditions .....	10
6.2.1	Requirements for Initiation .....	10
6.2.2	Requirements for Termination .....	11
6.3	Stage 3 – Severe Water Shortage Conditions .....	11
6.3.1	Requirements for Initiation .....	11
6.3.2	Requirements for Termination .....	11
6.4	Stage 4 – Emergency Water Shortage Conditions .....	11
6.4.1	Requirements for Initiation .....	11
6.4.2	Requirements for Termination .....	11
7.	Drought Response Stages .....	12
7.1	Stage 1 – Mild Shortage Conditions .....	12
7.1.1	Goal .....	12
7.1.2	Voluntary Water Use Restrictions .....	12
7.1.3	Aqua WSC Landscape Watering Schedule .....	12
7.2	Stage 2 – Moderate Water Shortage Conditions .....	12
7.2.1	Goal .....	12
7.2.2	Supply Management Measures .....	12
7.2.3	Aqua WSC Landscape Watering Schedule .....	12

Drought Contingency Plan  
Filed with Texas PUC on 05-01-2019

Policy No. PL006, Rev. B  
Effective Date: 07-11-2022

7.2.4	Water Use Restrictions.....	12
7.3	Stage 3 – Severe Rationing Conditions.....	13
7.3.1	Goal .....	13
7.3.2	Water Use Restrictions.....	13
7.4	Stage 4 – Emergency Water Shortage Conditions.....	14
7.4.1	Goal .....	14
7.4.2	Water Use Restrictions.....	14
8.	Enforcement.....	14
8.1	First violation.....	14
8.2	Subsequent violations.....	14
9.	Adoption of Drought Contingency Plan.....	14
10.	Variances .....	14
11.	Severability.....	15
12.	References.....	16
13.	Revisions.....	16

## **1. Purpose**

---

To define a policy to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions within Aqua Water Supply Corporation's retail service area.

## **2. Application**

---

This policy applies to all persons, customers, and property utilizing water provided by Aqua Water Supply Corporation. The terms "person" and "customer" as used in the Drought Contingency Plan include individuals, corporations, partnerships, associations, and all other legal entities.

## **3. Definition of Terms**

---

### **3.1 Aesthetic Water Use**

The use of water for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

### **3.2 Aqua**

The Aqua Water Supply Corporation as represented by its Board of Directors.

### **3.3 Board of Directors or Board**

The duly elected members of the Board of Directors of Aqua Water Supply Corporation.

### **3.4 Certificate of Convenience and Necessity (CCN)**

A specified geographic area designated by the Public Utility Commission of Texas (PUC) in which the holder has the exclusive right to provide retail water service. Chapter 13 of the Texas Water Code requires a CCN holder to provide continuous and adequate service to the area within its CCN boundary.

### **3.5 Commercial and Institutional Water Use**

The use of water integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

### **3.6 Conservation**

Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

### **3.7 Customer**

Any person, company, or organization using water supplied by Aqua WSC.

### **3.8 Domestic Water Use**

The use of water for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or cleaning a residence, business, industry, or institution.

### **3.9 Drought Contingency Plan**

A strategy or combination of strategies for monitoring the progression of a drought and preparing a response to potential water supply shortages resulting from severe droughts or other water supply emergencies.

### **3.10 Dwelling, Dwelling Unit, or Residence**

A home, house, mobile home, manufactured home, apartment unit, or any unit in a multiunit residential structure maintaining a restroom facility and area for preparation or storage of foods. A recreational vehicle that is not located in a recreational vehicle park shall be considered a dwelling under this Tariff if it is connected to an Aqua meter and is used for human habitation.

**3.11 Engineering**

A person or firm licensed by the State of Texas and contracted or employed by Aqua to provide engineering and/or engineering consulting services.

**3.12 Essential Water Use**

The use of water essential or required for the protection of the public's health, safety, and welfare, including livestock and pets.

**3.13 Industrial Water Use**

The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

**3.14 Landscape Irrigation Use**

The use of water for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

**3.15 Non-Essential Water Use**

The use of water not essential nor required for the protection of the public's health, safety, and welfare, including, but not limited to:

- a. The use of water to irrigate landscape areas including parks, athletic fields, and golf courses except as otherwise provided;
- b. The use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- c. The use of water to wash down sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d. The use of water to wash down buildings or structures for purposes other than immediate fire protection;
- e. The use of water to flush gutters or permitting water to run or accumulate in any gutter or street;
- f. The use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
- g. The use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- h. The failure to repair a controllable leak(s) within a reasonable period after receiving notice directing the repair of such leak(s); and
- i. The use of water from hydrants for construction purposes or any purpose other than fire-fighting.

**3.16 Production and Storage Facilities**

The equipment, structures, and appurtenances necessary to produce, treat, and store water from groundwater or surface water sources for delivery to General Purpose Transmission Facilities.

**3.17 Supervisory Control and Data acquisition System or SCADA**

A system of software and hardware elements providing control of processes locally or at remote locations including monitoring, gathering, and processing real-time data, directly interacting with devices such as sensors, valves, pumps, motors, and more through human-machine interface software, and recording events into a log file.

**3.18 Service Area**

That area to which Aqua may lawfully provide water service, whether within or outside the area described by the Certificate of Convenience and Necessity (CCN) held by Aqua.

## **4. Responsibilities**

---

### **4.1 Board of Directors**

Creates a statement of mission and purpose articulating the goals, means, and the constituents to be served by Aqua. Sets goals and creates policies in support of this mission and provides direction, guidance, governance, and oversight to ensure Aqua is on track with regard to meeting its goals. The Board adopts a resolution approving a Drought Contingency Plan (Water Conservation Plan) and authorizing Aqua's General Manager to implement the Drought Contingency Plan.

### **4.2 General Manager**

Executes the policies, plans, and directives of the Board of Directors to meet Aqua's goals as articulated in the mission. Assists the board in developing and disseminating policies and plans to the staff. Ensures the staff understands and executes planning directives and policies and brings staff ideas and/or concerns to the Board's attention. Implements the applicable provisions of the Drought Contingency Plan upon determination that implementing the plan is necessary to protect public health, safety, and welfare. The General Manager has the authority to initiate or terminate drought or other water supply emergency response measures as described in the Drought Contingency Plan.

### **4.3 Assistant General Manager**

Executes the policies, plans, and directives of the Board and General Manager to meet Aqua's goals as articulated in the mission. Assists the General Manager in developing and disseminating policies and plans to the staff. Ensures the staff understands and executes planning directives and policies and brings staff ideas and/or concerns to the General Manager's attention.

### **4.4 Engineering Manager**

Directs Engineering to plan, manage, direct, and coordinate engineering operations for water and wastewater treatment systems and facilities, capital improvement projects, right-of-way functions, SCADA systems, and GIS/IT systems.

## **5. Drought Contingency Plan**

---

### **5.1 Declaration of Policy, Purpose, and Intent**

The core policy, purpose, and intent of the Drought Contingency Plan is to conserve the available water supply and protect the integrity of water supply facilities with particular regard for domestic water use, sanitation, and fire protection. The Drought Contingency Plan's inherent purpose is to protect and preserve public health, safety, and welfare and minimize the adverse impacts of water supply shortages or other water supply emergency conditions. With this intent, Aqua Water Supply Corporation adopts the regulations and restrictions of this Drought Contingency Plan on the delivery and consumption of water.

The Drought Contingency Plan regulates or prohibits water uses considered to be non-essential and deems the continuation of such uses during times of water shortage or other emergency water supply conditions to constitute a waste of water. Continued use of non-essential water subjects the offender(s) to penalties as defined in the **Enforcement** section of this policy.

### **5.2 Public Involvement**

Aqua provided opportunity for the public to provide input into the preparation of the Drought Contingency Plan in the *Aqua Member Newsletter*, with an insert included in Aqua's utility bills, and on the Aqua website, [www.aquawsc.com](http://www.aquawsc.com). The newsletter, insert, and the website described the reasons and methodology for the development of the Drought Contingency Plan, directions for obtaining a copy of the draft plan, the period for public comment and input on plan development, and contact information to deliver comments and request additional information.

### **5.3 Public Education**

Aqua WSC will periodically provide the public with information about the Drought Contingency Plan in the *Aqua Member Newsletter* as well as on Aqua's website, [www.aquawsc.com](http://www.aquawsc.com). The provided information will describe the conditions under which Aqua initiates or terminates each stage of the Drought Contingency Plan and the drought response measures to be implemented in each stage. Aqua may release additional information concerning the Drought Contingency Plan in press releases in the following newspapers:

- Bastrop Advertiser
- Elgin Courier
- Fayette County Record
- Lockhart Post Register
- Luling Newsboy & Signal
- Smithville Times
- The Giddings Times and News

### **5.4 Coordination with Regional Water Planning Groups**

Aqua Water Supply Corporation is located within the Region K Water Planning area. Aqua has provided a copy of the Drought Contingency Plan to the Region K Planning Group.

## **6. Triggering Criteria for Drought Response Stages**

---

Aqua will monitor water supply and/or demand conditions on a daily basis to determine if and when conditions warrant initiation or termination of each stage of the Drought Contingency Plan. When Aqua determines conditions exist to initiate or terminate a drought response stage, Aqua will provide reasonable notice, including, by way of example and without limitation, notices published in local newspapers, announcements on applicable radio and television stations, posting on Aqua's website and Facebook page, and by posting notices in public buildings. Aqua will provide notice of the proposed implementation of a drought response stage 24 hours before officially initiating the response stage. Published notice may be followed by a mailed notice included in the next regular bill. All notices will contain the following information:

- The implementation date when Aqua will begin the drought response stage;
- An explanation of the measures Aqua will implement during the response stage; and
- An explanation of penalties for violations.

The Drought Contingency Plan is oriented toward alleviating stress on water storage and distribution facilities during peak demand periods. Provision is also made for response to emergency conditions resulting from the failure of key water system facilities and water supply contamination. Aqua based the provided triggering criteria on known system capacity limits. In the future, Aqua will revisit and possibly revise triggering criteria as historical operational information from the SCADA System becomes available.

### **6.1 Stage 1 – Mild Water Rationing Conditions**

#### **6.1.1 Requirements for Initiation**

Aqua will request customers to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, as defined under **Non-Essential Water Use**, on occurrence of any of the following triggering conditions:



Critical Storage Tank	STAGE I Triggering Conditions	
2430 Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 15 feet less than the maximum level.*
Blue Standpipe	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 15 feet less than the maximum level.*
Bohls Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 5 feet less than the maximum level.*
Camp Swift Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 15 feet less than the maximum level.*
County Line Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 10 feet less than the maximum level.*
Delhi Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 15 feet less than the maximum level.*
Elgin East Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 10 feet less than the maximum level.*
Flag Hill Standpipe	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 15 feet less than the maximum level.*
Highview Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 15 feet less than the maximum level.*
HT Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 10 feet less than the maximum level.*
Highway 71 Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 10 feet less than the maximum level.*
Lotman Standpipe	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 10 feet less than the maximum level.*
Nuse Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 5 feet less than the maximum level.*
OH Standpipe	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 10 feet less than the maximum level.*
Red Rock Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 10 feet less than the maximum level.*
Rocky Hill Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 10 feet less than the maximum level.*
Texas Hill Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 10 feet less than the maximum level.*

\* Measure tank levels two (2) hours after peak in order to represent tank recovery.

### 6.1.2 Requirements for Termination

Aqua may rescind Stage 1 of the Drought Contingency Plan when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days

**6.2 Stage 2 – Moderate Water Shortage Conditions****6.2.1 Requirements for Initiation**

Aqua will require customers to comply with the requirements and restrictions on certain water uses, as defined under **Non-Essential Water Use**, for Stage 2 of the Drought Contingency Plan on occurrence of any of the following triggering conditions:

<b>Critical Storage Tank</b>	<b>STAGE 2 Triggering Conditions</b>	
2430 Elevated Storage	Declining tank level is observed for three (3) consecutive days.*	Tank water level is more than 18 feet less than the maximum level.*
Blue Standpipe	Declining tank level is observed for three (3) consecutive days.*	Tank water level is more than 30 feet less than the maximum level.*
Bohls Elevated Storage	Declining tank level is observed for three (3) consecutive days.*	Tank water level is more than 10 feet less than the maximum level.*
Camp Swift Elevated Storage	Declining tank level is observed for three (3) consecutive days.*	Tank water level is more than 18 feet less than the maximum level.*
County Line Elevated Storage	Declining tank level is observed for three (3) consecutive days.*	Tank water level is more than 20 feet less than the maximum level.*
Delhi Elevated Storage	Declining tank level is observed for three (3) consecutive days.*	Tank water level is more than 12 feet less than the maximum level.*
Elgin East Elevated Storage	Declining tank level is observed for three (3) consecutive days.*	Tank water level is more than 15 feet less than the maximum level.*
Flag Hill Standpipe	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 20 feet less than the maximum level.*
Highview Elevated Storage	Declining tank level is observed for three (3) consecutive days.*	Tank water level is more than 20 feet less than the maximum level.*
HT Elevated Storage	Declining tank level is observed for three (3) consecutive days.*	Tank water level is more than 18 feet less than the maximum level.*
Highway 71 Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 20 feet less than the maximum level.*
Lotman Standpipe	Declining tank level is observed for three (3) consecutive days.*	Tank water level is more than 20 feet less than the maximum level.*
Nuse Elevated Storage	Declining tank level is observed for three (3) consecutive days.*	Tank water level is more than 10 feet less than the maximum level.*
OH Standpipe	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 20 feet less than the maximum level.*
Red Rock Elevated Storage	Declining tank level is observed for two (2) consecutive days.*	Tank water level is more than 15 feet less than the maximum level.*
Rocky Hill Elevated Storage	Declining tank level is observed for three (3) consecutive days.*	Tank water level is more than 15 feet less than the maximum level.*
Texas Hill Elevated Storage	Declining tank level is observed for three (3) consecutive days.*	Tank water level is more than 20 feet less than the maximum level.*
Watts Elevated Storage	Declining tank level is observed for three (3) consecutive days.*	Tank water level is more than 16 feet less than the maximum level.*

\* Measure tank levels two (2) hours after peak in order to represent tank recovery.

**6.2.2 Requirements for Termination**

Aqua may rescind Stage 2 of the Drought Contingency Plan when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

**6.3 Stage 3 – Severe Water Shortage Conditions****6.3.1 Requirements for Initiation**

Aqua will require customers to comply with the requirements and restrictions on certain water uses, as defined under **Non-Essential Water Use**, for Stage 3 of the Drought Contingency Plan when any of the Stage 2 triggering conditions exist for a period in excess of ten (10) consecutive days.

**6.3.2 Requirements for Termination**

Aqua may rescind Stage 3 of the Drought Contingency Plan when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

**6.4 Stage 4 – Emergency Water Shortage Conditions****6.4.1 Requirements for Initiation**

Aqua will require customers to comply with the requirements and restrictions on certain water uses, as defined under **Non-Essential Water Use**, for Stage 4 of the Drought Contingency Plan when the General Manager, or designee, determines that a water supply emergency exists based on:

- The occurrence of major water line breaks or pump or system failures which cause an unprecedented loss of capability to provide water service; or
- Natural or man-made contamination of the water supply source(s).
- Other natural or man-made causes.

**6.4.2 Requirements for Termination**

Aqua may rescind Stage 4 of the Drought Contingency Plan when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days.

## **7. Drought Response Stages**

---

Aqua will monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in the **Triggering Criteria for Drought Response Stages** section of this policy, will determine if a mild, moderate, or emergency condition exists. If Aqua determines a drought response stage to be necessary, will implement the notification procedures described in the **Triggering Criteria for Drought Response Stages** section of this policy.

Because of Aqua's sizable retail water service area and the large number of pressure zones within the water distribution system, Aqua will initiate drought response stages in designated sub-areas of the water system. Aqua's intent is to allow targeted implementation of drought response measures in areas where such measures are necessary, thereby minimizing the number of Aqua customers impacted by the drought response requirements and restrictions.

### **7.1 Stage 1 – Mild Shortage Conditions**

#### **7.1.1 Goal**

Achieve a 10% voluntary reduction in daily water demand sufficient to stabilize water levels in key water storage tanks at safe operating levels.

#### **7.1.2 Voluntary Water Use Restrictions**

Aqua will request water customers to voluntarily limit the irrigation of landscaped areas to the watering schedule. The request and drought response condition will remain consecutive as each new month begins. For customers having rural delivery numbers, use the last numerical digit of the delivery number, whether route or box, to determine landscape watering days.

#### **7.1.3 Aqua WSC Landscape Watering Schedule**

- Monday and Thursday: Even last number of address
- Tuesday and Friday: Odd last number of address
- Restricted Outdoor Watering Hours – Should only water outdoors before 10:00 a.m. and after 7:00 p.m. on the appropriate watering day.
- Restricted Outdoor Watering Volume – Water no more than one (1) inch on the appropriate watering day.

### **7.2 Stage 2 – Moderate Water Shortage Conditions**

#### **7.2.1 Goal**

Achieve a 15% reduction in daily water demand sufficient to stabilize water levels in key water storage tanks at safe operating levels.

#### **7.2.2 Supply Management Measures**

- a. Aqua WSC will shut off all fire hydrant meters utilized for non-essential water use.
- b. Aqua WSC will discontinue flushing of water mains except where necessary for public health and safety.

#### **7.2.3 Aqua WSC Landscape Watering Schedule**

- Monday and Thursday: Even last number of address
- Tuesday and Friday: Odd last number of address

#### **7.2.4 Water Use Restrictions.**

Under threat of penalty for violation, Aqua will apply the following water use restrictions to all persons:

- a. Use of water for irrigation of landscape areas is limited to designated watering days between the hours of midnight and 10:00 a.m. and between 8:00 p.m. and midnight. You may only water with a hand-held hose, hand-held bucket, by drip irrigation, or with a permanently automatic sprinkler system. Watering with hose-end sprinklers is prohibited at all times.

Landscape watering is restricted to weekdays only. Landscape watering is not permitted on Saturdays, Sundays, or official Federal holidays.

- b. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited except on designated watering days between the hours of midnight and 10:00 a.m. and between 8:00 p.m. and midnight. When allowed, you must wash with a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle for quick rinses. You may wash a vehicle at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent cleansing such as garbage trucks and vehicles used to transport food and perishables.
- c. Use of water to fill, refill, or add to any indoor or outdoor swimming pool, wading pool, or jacuzzi-type pool is prohibited except on designated watering days between the hours of midnight and 10:00 a.m. and between 8 p.m. and midnight.
- d. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- e. Use of water from hydrants is limited to firefighting and related activities or other activities necessary to maintain public health, safety, and welfare except you may be allowed the use of water from designated fire hydrants for construction purposes under special permit from Aqua.
- f. The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by Aqua WSC.
- g. All restaurants are prohibited from serving water to patrons except when requested.
- h. The following uses of water are defined as non-essential and are prohibited:
  - (1) Use of water to wash sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - (2) Use of water to wash buildings or structures for purposes other than immediate fire protection;
  - (3) use of water for dust control;
  - (4) Use of water to flush gutters or permitting water to run or accumulate in any gutter or street; and
  - (5) Failure to repair a controllable leak(s) within a reasonable period after receiving notice directing the repair of such leak(s).

### **7.3 Stage 3 – Severe Rationing Conditions**

#### **7.3.1 Goal**

Achieve a minimum of 20% reduction in daily water demand sufficient to meet basic water needs for public health and safety.

#### **7.3.2 Water Use Restrictions**

All requirements of Stage 2 will remain in effect during Stage 3 with these exceptions:

- a. Irrigation of landscaped areas is absolutely prohibited.
- b. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is absolutely prohibited.
- c. Use of water to fill, refill, or add to any indoor or outdoor swimming pool, wading pool, or jacuzzi-type pool is absolutely prohibited.
- d. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is absolutely prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

- e. Aqua will not allow or approve applications for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind.

## **7.4 Stage 4 – Emergency Water Shortage Conditions**

### **7.4.1 Goal**

Achieve a minimum of 25% reduction in daily water demand sufficient to meet basic water needs for public health and safety.

### **7.4.2 Water Use Restrictions**

All outdoor water usage is prohibited with the exception that water use for livestock is exempt from this prohibition. Aqua will limit total consumption to each member using one of the following methods:

- A limit that is a fixed percentage of average use by all members in the prior month. Aqua will uniformly apply the percentage on a system wide basis and notify each member of this percentage amount; or
- A limit that is a maximum number of gallons per meter (member) per week. Aqua will notify each member of this number.

Aqua will read all meters as often as necessary to insure compliance with this program for the benefit of all the members.

## **8. Enforcement**

---

No person will knowingly or intentionally allow the use of water from Aqua's System for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of the Drought Contingency Plan. In addition, no person will knowingly or intentionally allow the use of water from Aqua's System in an amount in excess of that permitted by the drought response stage in effect at the time as directed by the General Manager in accordance with provisions of the Drought Contingency Plan. Aqua will take enforcement actions for violations of the drought stage restrictions or provisions of the Drought Contingency Plan.

### **8.1 First violation**

Aqua may install a flow restrictor in the water line to limit the amount of water which is allowed to pass through the meter in a 24-hour period. Aqua will charge the installation cost of the flow restrictor to the member's account. The cost is \$100 for 5/8", 3/4", and 1" meters. Aqua will determine the cost for larger meters on a case-by-case basis.

### **8.2 Subsequent violations**

Aqua may terminate water service at the meter for a period of seven (7) days or until the end of the calendar month, whichever is less and will charge a reconnect fee as stated in Aqua's Water Service Tariff for restoration of service.

## **9. Adoption of Drought Contingency Plan**

---

All contracts with Aqua for resale of water require the acceptance and implementation of Aqua's Drought Contingency Plan. In case of a shortage of water resulting from drought, Aqua will divide and distribute the water in accordance with Texas Water Code §11.039.

## **10. Variances**

---

The General Manager, or designee, may grant a written temporary variance for existing water uses otherwise prohibited under the Drought Contingency Plan. If the General Manager determines that failure to grant a variance would result in an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance, and if the request satisfies one or more of the following conditions:

- Compliance with the Drought Contingency Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Drought Contingency Plan is in effect.
- Implementation of alternative methods can achieve the same level of water use reduction.

Persons desiring an exemption from the provisions of the Drought Contingency Plan must file a request for variance with the Aqua WSC within five (5) days after enactment of the Drought Contingency Plan or a particular drought response stage. The General Manager will review all petitions for variance. Petitions for variance must include the following:

- a. Name and address of the petitioner(s).
- b. Purpose of water use.
- c. Specific provisions(s) of the Drought Contingency Plan from which the petitioner is requesting relief.
- d. Detailed statement as to how the specific provision of the Drought Contingency Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this provision.
- e. Description of the relief requested.
- f. Period of time for which the variance is sought.
- g. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of the Drought Contingency Plan and the compliance date.
- h. Any other pertinent information.

Variances granted to petitioners by Aqua will be subjected to the following conditions unless waived or modified by the General Manager:

- Variances granted by Aqua will include a timetable for compliance.
- Variances granted by Aqua will expire when the Drought Contingency Plan is no longer in effect unless the petitioner has failed to meet specified requirements.

Variances will not be retroactive or otherwise justify any violation of the Drought Contingency Plan occurring prior to the issuance of the variance.

## **11. Severability**

---

It is the intention of the Board of Directors of the Aqua Water Supply Corporation that the sections, paragraphs, sentences, clauses, and phrases of this Drought Contingency Plan are severable. If the valid judgment or decree of any court of competent jurisdiction declares any phrase, clause, sentence, paragraph, or section of the Drought Contingency Plan to be unlawful, unconstitutional, or invalid, this judgment or decree will not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Drought Contingency Plan.

## 12. References

---

PL001	Water Service Tariff
Section 11.1272	Texas Water Code
Rule §288.20	Title 30, Texas Administrative Code, Part 1, Chapter 288, Subchapter B
Division 1, Rule §295.9	Title 30, Texas Administrative Code, Part 1, Chapter 295, Subchapter A

## 13. Revisions

---

Rev.	Description	Author	Effective Date
A	Initial release of Policy	Unknown	04-07-2014



## **EXHIBIT J - Schedule of Payment of System Development Fees**

**Payment Schedule for Fees\***  
**(System Development Fees and Capital Improvement Recovery Fees)**

<b>Year</b>	<b>LUE's Purchased</b>	<b>Cumulative</b>	<b>System Development Fee (\$3,500 LUE) Due</b>	<b>CIRF Fee (\$3,537/LUE) Due</b>	<b>Total Payment in Given Year</b>
		310	1,085,000	1,096,470	2,181,470
2024	149	459	521,500	527,013	1,048,513
2025	298	608	521,500	527,013	1,048,513
2026	447	757	521,500	527,013	1,048,513
2027	596	906	521,500	527,013	1,048,513
2028	745	1,055	521,500	527,013	1,048,513
2029	894	1,204	521,500	527,013	1,048,513
2030	1,043	1,353	521,500	527,013	1,048,513
2031	1,192	1,502	521,500	527,013	1,048,513
2032	1,341	1,651	521,500	527,013	1,048,513
2033	1,493	1,803	532,000	537,624	1,069,624
			6,310,500	6,377,211	12,687,711

\*Initial System Development Fees and Capital Improvement Recovery  
 Fees will be purchased pursuant to Section 2.10 of the Wholesale Service Agreement,  
 including the extension of credits as it pertains to peak flow and the construction of  
 necessary storage facilities, as contemplated in Section 2.10

System Development Fees = \$3,500

Capital Improvement Recovery Fees = \$3,537

All payments shall be made by February 1st of each year

The following files are not convertible:

ElginMUD1\_Boundary.cpg  
ElginMUD1\_Boundary.dbf  
ElginMUD1\_Boundary.prj  
ElginMUD1\_Boundary.sbn  
ElginMUD1\_Boundary.sbx  
ElginMUD1\_Boundary.shp  
ElginMUD1\_Boundary.shp.xml  
ElginMUD1\_Boundary.shx  
ElginMUD2\_Boundary.cpg  
ElginMUD2\_Boundary.dbf  
ElginMUD2\_Boundary.prj  
ElginMUD2\_Boundary.sbn  
ElginMUD2\_Boundary.sbx  
ElginMUD2\_Boundary.shp  
ElginMUD2\_Boundary.shp.xml  
ElginMUD2\_Boundary.shx

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact [centralrecords@puc.texas.gov](mailto:centralrecords@puc.texas.gov) if you have any questions.