

Exhibit "D"

Capacity Reservation

WHEREAS, Owner has agreed to grant to City a Wastewater Easement, as further detailed in this Agreement; and

WHEREAS, City, as further consideration for that Wastewater Easement being granted by Owner, has agreed to reserve capacity in its wastewater collection system as set forth in this Agreement; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

A. Definitions.

"City" means the City of Dripping Springs, an incorporated Type A, general law municipality located in Hays County, Texas.

"Land" means that certain approximately 54.0822-acre tract of land in Hays County, Texas, with the legal description of the tracts of land as described in Document No. 2012-12008148 recorded 3/30/2012, and Document No. 20058437 recorded 12/16/2020, save and except the property sold in Document No. 20044978 recorded 10/6/2020, and save and except the property conveyed in Document No. 22008563 recorded 2/22/2022, Official Public Records of Hays County, Texas.

"LUE" means Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

"Owner" means Cypress Fork Ranch, L.P., a Texas limited partnership.

B. City's Obligations

1. Reserve Capacity. City will reserve 80 LUEs of capacity in the Wastewater Collection System for Owner for up to eight (8) years, with the term beginning after notification from the City that the TPDES WWTP permitted under WQ0014488003 is operational. City will not charge any reservation fees to reserve this capacity. If the Land is fully platted within this eight-year-period and all 80 LUEs are not utilized, all remaining reserved LUEs are terminated.

C. Owners' Obligations

1. Prior to obtaining wastewater service, Owner must negotiate and execute a Wastewater Utility Agreement with the City.

2. Facilities on the Land. Owner and future wastewater customers on Owner's property shall be responsible for the cost, construction, installation and maintenance of all sewer lines, wastewater taps, and other wastewater infrastructure between the service connection that has been constructed by the City and the facilities on the Land. Further, notwithstanding this Agreement, the Owner and all future wastewater customers on the Land remain subject to but not limited to applicable City ordinances, as these ordinances may be amended from time to time, including requirements related to development plans or site plans, and all provisions related to wastewater service availability, application, and commencement of retail wastewater service; payment of all wastewater rates, fees and charges, including all connection fees and Impact Fees; all applicable pretreatment requirements; and service termination, interest, and other charges as provided in the ordinance for delinquent accounts.

D. Assignment

1. Assignment. Owner may assign this Agreement as to all or part of the reserved LUEs without the written consent of the City to transferees of the Land from Owner.

EXECUTED this the 4th day of April, 2022.

CITY:

CITY OF DRIPPING SPRINGS, TEXAS

By: Bill Foulds
Mayor Bill Foulds

OWNER:

CYPRESS FORK RANCH, L.P.

BY: Cypress Fork Management, LLC, its General Partner

By: Doyle M. Fellers
Doyle M. Fellers, Manager

By: Claireen Fellers
Claireen Fellers, Manager