



# CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

## SUBDIVISION APPLICATION

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

### MEETINGS REQUIRED

(AS APPLICABLE PER SITE DEVELOPMENT ORDINANCE)

INFORMAL

PRE-APPLICATION

CONSULTATION

CONFERENCE

DATE:

DATE:

\_\_\_\_\_

5/12/2020

NOT

NOT SCHEDULED

SCHEDULED

### PLAT TYPE

Amending Plat

Minor Plat

Replat

Final Plat

Plat Vacation

Other: \_\_\_\_\_

### CONTACT INFORMATION

APPLICANT NAME HM Parten Ranch Development, Inc.

COMPANY HM Parten Ranch Development, Inc.

STREET ADDRESS 1011 North Lamar Blvd

CITY Austin

STATE Texas

ZIP CODE 78701

PHONE 512-477-2439

EMAIL jay@jayhanna.com

OWNER NAME HM Parten Ranch Development, Inc.

COMPANY HM Parten Ranch Development, Inc.

STREET ADDRESS 1011 North Lamar Blvd

CITY Austin

STATE Texas

ZIP CODE 78701

PHONE 512-477-2439

EMAIL jay@jayhanna.com

<b>PROPERTY INFORMATION</b>	
PROPERTY OWNER NAME	HM Parten Ranch Development, Inc.
PROPERTY ADDRESS	1.5 miles southwest of the intersection of Nutty Brown Road and FM 1826
CURRENT LEGAL DESCRIPTION	
TAX ID #	R152457, R16615
LOCATED IN	<input type="checkbox"/> City Limits <input checked="" type="checkbox"/> Extraterritorial Jurisdiction
CURRENT LAND ACREAGE	2.04 acres
SCHOOL DISTRICT	Dripping Springs ISD
ESD DISTRICT(S)	ESD #6 and ESD #1
ZONING/PDD/OVERLAY	Dripping Springs ETJ
EXISTING ROAD FRONTAGE	<input type="checkbox"/> Private Name: _____ <input type="checkbox"/> State Name: _____ <input checked="" type="checkbox"/> City/County (public) Name: <u>Parten Ranch Parkway</u>
DEVELOPMENT AGREEMENT? (If so, please attach agreement)	<input checked="" type="checkbox"/> Yes (see attached) <input type="checkbox"/> Not Applicable Development Agreement Name: <u>Parten Ranch Development Agreement</u>

<b>ENVIRONMENTAL INFORMATION</b>	
IS PROPERTY OVER THE EDWARDS AQUIFER RECHARGE ZONE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
IS PROPERTY OVER THE BARTON SPRINGS CONTRIBUTING ZONE TO THE EDWARDS AQUIFER?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
IS PROPERTY WITHIN A FEMA FLOODPLAIN AS DEFINED BY THE MOST CURRENT FIRM?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

**PROJECT INFORMATION**

PROPOSED SUBDIVISION NAME	Replat of Lots 6 & 7, Block A, Parten Ranch Phase 2
TOTAL ACREAGE OF DEVELOPMENT	2.04 acres
TOTAL NUMBER OF LOTS	2
AVERAGE SIZE OF LOTS	1.02 acres
INTENDED USE OF LOTS	<input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL <input checked="" type="checkbox"/> INDUSTRIAL/OTHER: <u>Drainage/OS</u>
# OF LOTS PER USE	RESIDENTIAL: <u>1</u> COMMERCIAL: _____ INDUSTRIAL: <u>1</u>
ACREAGE PER USE	RESIDENTIAL: <u>1.615</u> COMMERCIAL: _____ INDUSTRIAL: <u>0.425</u>
LINEAR FEET (ADDED) OF PROPOSED ROADS	PUBLIC: <u>N/A</u> PRIVATE: <u>N/A</u>
ANTICIPATED WASTEWATER SYSTEM	<input type="checkbox"/> CONVENTIONAL SEPTIC SYSTEM <input type="checkbox"/> CLASS I (AEROBIC) PERMITTED SYSTEM <input checked="" type="checkbox"/> PUBLIC SEWER
WATER SOURCES	<b>SURFACE WATER</b> <input checked="" type="checkbox"/> PUBLIC WATER SUPPLY <input type="checkbox"/> RAIN WATER <b>GROUND WATER*</b> <input type="checkbox"/> PUBLIC WELL <input type="checkbox"/> SHARED WELL <input type="checkbox"/> PUBLIC WATER SUPPLY
<p>*IF DOING GROUND WATER PROVISION FOR THE DEVELOPMENT USING GROUNDWATER RESOURCES, THE HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT MUST BE NOTIFIED:</p> <p>HAYS-TRINITY GCD NOTIFIED?    <input type="checkbox"/>YES    <input type="checkbox"/>NO</p>	

COMMENTS: \_\_\_\_\_

TITLE: VP SIGNATURE: *Dave*

**PUBLIC UTILITY CHECKLIST**

**ELECTRIC PROVIDER NAME** (if applicable): Pedernales Electric Cooperative

VERIFICATION LETTER ATTACHED  NOT APPLICABLE

**COMMUNICATIONS PROVIDER NAME** (if applicable): Verizon or AT&T

VERIFICATION LETTER ATTACHED  NOT APPLICABLE

**WATER PROVIDER NAME** (if applicable): West Travis County Public Utility Agency

VERIFICATION LETTER ATTACHED  NOT APPLICABLE

**WASTEWATER PROVIDER NAME** (if applicable): Springhollow MUD

VERIFICATION LETTER ATTACHED  NOT APPLICABLE

**GAS PROVIDER NAME** (if applicable): \_\_\_\_\_

VERIFICATION LETTER ATTACHED  NOT APPLICABLE

**PARKLAND DEDICATION?**

YES  NOT APPLICABLE

**AGRICULTURE FACILITIES (FINAL PLAT)?**

YES  NOT APPLICABLE

**COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE?\***

*(See attached agreement)*

\*If proposed subdivision is in the City Limits, compliance with the Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement, or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.

Voluntary compliance is strongly encouraged by those not required by above criteria (see Outdoor Lighting tab on the city's website at [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com) and online Lighting Ordinance under the Code of Ordinances tab for more information).

YES (REQUIRED)  YES (VOLUNTARY\*)  NO

APPLICANT'S SIGNATURE

Note: An additional signature is required on page 7 of the application verifying completeness. Applications should be submitted only when all required information is included in the submittal.

The above information is true to the best of my knowledge. I attest that the real property described is owned by me and all others as signed below. If the below signed applicant is not the owner of said property, the signature of the property owner must be included below, or consent must be attached (If a corporation, please list title, and name of corporation.)

Jay Hanna

Applicant Name

Jay Hanna

11-19-19

Date

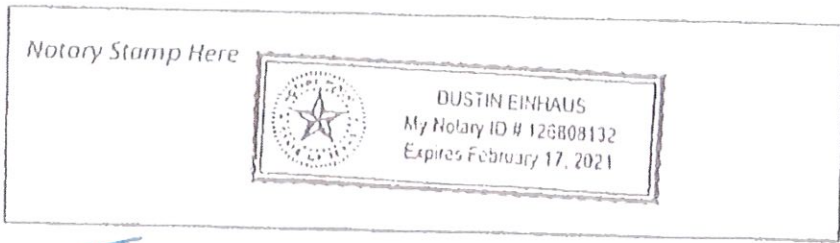
11-19-19

Applicant Signature

Jay Hanna

Notary

Date



Jay Hanna

Property Owner Name

Jay Hanna

11-19-19

Date

Property Owner Signature

All required items and information (including all applicable below listed exhibits and fees) must be received by the City for an application and request to be considered complete. Incomplete submissions will not be deemed filed and complete. By signing below, I acknowledge that I have read through and met all requirements for a complete submittal:

Applicants Signature:  Date: 8/6/2020

<b>FINAL, REPLAT, MINOR, AND AMENDING PLAT CHECKLIST</b>		
<b>Subdivision Ordinance, Section 5</b>		
STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed application form – including all required notarized signatures
<input type="checkbox"/>	<input type="checkbox"/>	Application fee (refer to Fee Schedule)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Digital Copies/PDF of all submitted items – please provide a coversheet outlining what digital contents are included on the CD/USB drive.
<input type="checkbox"/>	<input type="checkbox"/>	County Application Submittal – proof of online submission (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<del>ESD No. 6 Application (if applicable)-</del>
<input type="checkbox"/>	<input type="checkbox"/>	<del>\$240 Fee for ESD No. 6 Application (if applicable)-</del>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contract Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Engineer's Summary Report - Already Submitted
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drainage Report – if not included in the Engineer's summary - Already Submitted
<input type="checkbox"/>	<input type="checkbox"/>	<del>OSSF Facility Planning Report or approved OSSF permit (if applicable)-</del>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final Plats (11 x 17 to scale)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of Current Configuration of Plat (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<del>Copy of Preliminary Plat (if applicable)-</del>
<input type="checkbox"/>	<input type="checkbox"/>	<del>Proof of final acceptance of all public infrastructure by the jurisdiction that will own and maintain it; or posting of fiscal for public infrastructure.</del>
<input type="checkbox"/>	<input type="checkbox"/>	<del>Digital Data (GIS) of Subdivision-</del>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tax Certificates – verifying that property taxes are current - Already Submitted
<input type="checkbox"/>	<input type="checkbox"/>	<del>Copy of Notice Letter to the School District – notifying of preliminary submittal-</del>
<input type="checkbox"/>	<input type="checkbox"/>	<del>Outdoor Lighting Ordinance Compliance Agreement.</del>

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Development Agreement/PDD (If applicable) - <i>Already Submitted</i>
<input type="checkbox"/>	<input type="checkbox"/>	Cost estimate of public infrastructure improvements (all public infrastructure improvements including water, wastewater, roads, drainage, curbs, sidewalks, etc.) (if applicable).  *A Final Plat application will not be accepted if staff has not already approved this.
<input type="checkbox"/>	<input type="checkbox"/>	<del>Documentation showing approval of driveway locations (TxDOT, County)</del>
<input type="checkbox"/>	<input type="checkbox"/>	<del>Documentation showing Hays County 911 Addressing approval (if applicable)</del>
<input type="checkbox"/>	<input type="checkbox"/>	<del>Parkland Dedication fee (if applicable)</del>
<input type="checkbox"/>	<input type="checkbox"/>	\$25 Public Notice Sign Fee
<input type="checkbox"/>	<input type="checkbox"/>	<del>Ag Facility Fees - \$35 per residential LUE (if applicable)</del>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Utility Service (Water & Wastewater) or permit to serve - <i>Already Submitted</i>
<input type="checkbox"/>	<input type="checkbox"/>	<del>Preliminary Conference Form signed by City Staff</del>

<b>FINAL PLAT INFORMATION REQUIREMENTS</b>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	A vicinity, or location, map that shows the location of the proposed Plat within the City (or within its ETJ) and in relationship to existing roadways.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Boundary lines, abstract/survey lines, corporate and other jurisdictional boundaries, existing or proposed highways and street right-of-way, bearings and distances sufficient to locate the exact area proposed for the subdivision, and all survey monuments including any required concrete monuments (per the City Engineer); the length and bearing of all straight lines, radii, arc lengths, tangent lengths and central angles of all curves shall be indicated along the lines of each lot or Unit (curve and line data may be placed in a table format); accurate reference ties via courses and distances to at least one recognized abstract or survey corner or existing subdivision corner shall be shown.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	The name, location and recording information of all adjacent subdivisions (or property owners of adjacent unplatted property), including those located on the other sides of roads or creeks, shall be drawn to the same scale and shown in dotted lines adjacent to the tract proposed for subdivision in sufficient detail to show accurately the existing streets, alleys, building setbacks, lot and block numbering, easements, and other features that may influence the layout of development of the proposed subdivision; adjacent unplatted land shall show property lines, the names of owners of record, and the recording information.



<input type="checkbox"/>	<input type="checkbox"/>  N/A	The location, widths and names of all street right-of-way and easements (it shall be the applicant's responsibility to coordinate with appropriate utility entities for placement of necessary utility easements and for location of all streets and median openings on highways or arterial roadways), existing or proposed, within the subdivision limits and adjacent to the subdivision; a list of proposed street names shall be submitted (in the form of a letter or memo along with the application form) for all new street names (street name approval is required at the time the Plat is approved)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	The location of all existing property lines, existing lot and block numbers and date recorded, easements of record (with recording information),
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proposed arrangement and square footage of lots or Units (including lot and block numbers or Unit numbers).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All sheets shall have a title block which shows the title or name under which the proposed subdivision is to be recorded; the name, address and phone number of the property owner(s); the name, address and phone number of the licensed engineer or registered professional land surveyor who prepared the plat/plans; the scale of the plat/plans; the date the plat/plan was prepared; and the location of the property according to the abstract or survey records of Hays County, Texas.
<input type="checkbox"/>	<input type="checkbox"/> N/A	Sites, if any, to be reserved or dedicated for parks, schools, playgrounds, other public uses or for private facilities or amenities
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Scale (including a graphic scale), date, north arrow oriented to the top or left side of the sheet, and other pertinent informational data
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All physical features of the property to be subdivided shall be shown, including:  - The location and size of all watercourses; and  - 100-year floodplain according to Federal Emergency Management Agency (FEMA) information; and  - Water Quality Buffer Zones as required by [WQO 22.05.017]  - Drainage ways and drainage easements. Drainage easements are required for bypass of any offsite flows and for concentrated flows conveyed across lots. Drainage easements shall be large enough to contain the 100-yr storm [Sub. Ord. 12.2.2].  - U.S. Army Corps of Engineers flowage easement requirements; and  - All critical environmental features (CEFs) such as karsts, springs, sinkholes,

		<p>caves, etc., to be located and documentation to be signed and certified by a geologist. All CEF to have a minimum setback of 150'. All designated wetlands to be certified as such by an accredited wetland biologist relying the presence of wetlands plant species.</p> <p>- Drainage area in acres or area draining into subdivisions (to be included in drainage report and construction plans); and</p>
<input type="checkbox"/>	<input type="checkbox"/> N/A	Existing zoning of the subject property and all adjacent properties if within the city limits.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Provide notes identifying the following:</p> <ul style="list-style-type: none"> <li>• Owner responsible for operation and maintenance of stormwater facilities.</li> <li>• Owner/operator of water and wastewater utilities.</li> <li>• Owner/operator of roadway facilities</li> </ul>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Certificates and other language shall be included on the plat, pursuant to the following Subsections: A statement signed by the property owner(s) and acknowledged before a Notary Public that the subdivided area is legally owned by the applicant.</p> <ul style="list-style-type: none"> <li>- A statement signed by the property owner(s) and acknowledged before a Notary Public that the subdivided area is legally owned by the applicant.</li> <li>- An accurate legal, such as by metes and bounds, description by bearings and distances (including necessary curve and line data), accurate to the nearest one hundredth of a foot, for all boundary, block and lot lines, with descriptions correlated to a permanent survey monument.</li> <li>- The registered professional land surveyor's certificate, with a place for his or her signature and notarization of his or her signature.</li> <li>- A place for plat approval signature of the Chair or Vice Chair, in the Chair's absence) of the Planning and Zoning Commission, a place for the City Secretary to attest such signature, and the approval dates by Planning and Zoning Commission.</li> <li>- Appendices to this Chapter contain certificates and languages to be used on the plat to accommodate the above requirements:</li> </ul>

### **NARRATIVE OF COMPLIANCE**

A written narrative describing how all portions of the subdivision meets all requirements of this code and other codes, including landscaping, lighting, parkland dedication, site development, water quality protection, and zoning, as may be relevant.

<p>Outdoor Lighting, Article 24.06</p>	<p>Per section 4.1 of the Development Agreement the Owner voluntarily agreed to comply with the City's lighting ordinance in effect at the time of the Agreement which was November 2015.</p>
<p>Parkland Dedication, Article 28.03</p>	<p>Per section 2.4.2 of the Development agreement Parkland Dedication is met through a dedication of land out of the property to Springhollow MUD, provision of the private recreational facilities (Amenity Center), conveyance of parkland to City of Dripping Springs (Parten Ranch Phase 3, Lot 12, Block G), and conveyance of parkland to the HOA.</p>
<p>Landscaping and Tree Preservation, Article 28.06</p>	<p>Per the Development Agreement, Section 2.6.6 (c) and (d), the use of native species of plant materials are encouraged throughout the project. In addition, an IPM (integrated pest management plan) is applicable to the entire property. Finally, two 3 inch trees shall be planted on every single family lot.</p>

<p>Subdivision, 28.02, Exhibit A</p>	<p>This section shall also include, depending on what type of plat is being filed, how public or private improvements will meet City standards, including water quality, drainage, stormwater, and fire (if applicable).</p> <p>All public improvements will comply with the City of Dripping Springs and Hays County standards, as modified by the Development Agreement.</p> <p>All improvements to offsite roads have been completed or are under contract, satisfying the requirement for highway access listed under 3.13 of the Development Agreement.</p>
<p>Zoning, Article 30.02, Exhibit A</p>	<p>Not applicable. Per the Development Agreement Owner has agreed that all habitable buildings will be constructed in accordance with City building Code; and building permits will be obtained by the builders.</p>



AT&T  
817 W NORTH LOOP BLVD  
Suite 2nd Flr, Rm 200  
Austin, TX 78756

T: 5128704328  
F: 5128704914  
www.att.com

June 04, 2018

Jeremy Reyes  
LJA Engineering, Inc.  
16000 FM 1826  
AUSTIN, Texas 78737

Dear Mr. Reyes,

This letter is in response to your request for information on the availability of AT&T service at 16000 FM 1826 AUSTIN, TX 78737..

Attn: Jeremy Reyes

RE: PARTEN RANCH PHASE 2

This letter acknowledges that the above referenced project is located in an area served by AT&T. Any service arrangements for this location will be subject to later discussions and agreements between the developer and AT&T. Please be advised that this letter is not a commitment by AT&T to provide service to 16000 FM 1826 AUSTIN, TX 78737 but an acknowledgement that we have service in this area.

Please contact me at the phone number included in this letter if you have any questions.

Thank you for contacting AT&T.

Sincerely,

Joaquin Perez  
MR OSP PLNG & ENGRG DESIGN +



7500 Rialto Boulevard, Building II, Suite 100, Austin, Texas 78735  
t 512.439.4700 LJA.com TBPE F-1386

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August 12, 2020

Mr. Todd Washburn  
Superintendent of Schools  
Dripping Springs I.S.D.  
510 W. Mercer Street  
Dripping Springs, Texas 78620

RE: Replat of Lots 6 & 7, Block A, Parten Ranch Phase 2  
A311-404

Dear Mr. Washburn:

This letter is to inform you that HM Parten Ranch Development, Inc has submitted the Replat of Lots 6 & 7, Block A, Parten Ranch, Phase 2 subdivision located at 16000 FM 1826, Driftwood, Texas. This submittal includes the replat of one single family lot and one drainage lot. This letter is requirement of the City of Dripping Springs subdivision submittal process.

If you have any questions, please do not hesitate to contact me at 512-439-4700.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan'.

Daniel Ryan, P.E.



Pedernales Electric Cooperative, Inc.  
PO Box 1 • Johnson City, Texas 78636

**Power Outage:** 888-883-3379  
**Secure Pay Line:** 844-886-9798  
**Questions:** 888-554-4732  
**Pay Now:** pec.coop/pay-now

View and pay bill at pec.smarthub.coop  
Agents available M-F 8am-7pm  
Se habla español

May 04, 2018


Jeremy Reyes  
LJA Engineering Inc  
5316 Hwy 290 West Suite 150  
Austin, Tx 78735

Dear Member:

Thank you for your interest in establishing service with Pedernales Electric Cooperative. Your location, 16000 FM 1826 - Parten Ranch Phase 2, is within the Cooperative's service area. We will extend service to this location in accordance with our Line Extension Policy, which requires that an application be completed and all fees be paid before construction can begin. A deposit may also be required.

If you have any questions, please call the Oak Hill Engineering Department at 800-868-4791, Extension 7925, Monday through Friday between 8:00 a.m. and 5:00 p.m.

Sincerely,

*Pedro R. Estrada* 

Pedro R. Estrada  
Electrical Distribution Designer & Planning Manager

PRE:rr  
A38/OHPLAN  
Account 9999999999

## SPRINGHOLLOW MUNICIPAL UTILITY DISTRICT

### ORDER ESTABLISHING RATES AND CHARGES AND ADOPTING RULES AND POLICIES REGARDING THE DISTRICT'S SYSTEMS

(May 1, 2018)

Under Section 49.212, Texas Water Code, the Board of Directors (the "Board") of Springhollow Municipal Utility District (the "District") is authorized to adopt and enforce all necessary charges, fees or rentals for providing District facilities or services.

Under Section 54.205, Texas Water Code, the Board is authorized to adopt and enforce reasonable rules and regulations to: (i) secure and maintain safe, sanitary and adequate plumbing facilities as part of its sewer system; (ii) to preserve the sanitary condition of all water controlled by the District; and (iii) to regulate privileges on any land or easement controlled by the District.

IT IS, THEREFORE, ORDERED BY THE BOARD AS FOLLOWS:

#### I. General Policies.

A. Definitions. In addition to the terms defined in the preamble to this Order, when used in this Order,

1. "BOD" or "Biochemical Oxygen Demand" means the quantity of oxygen utilized in the biochemical oxidation of organic matter as determined by standard laboratory procedures for five days at 20° C. expressed as a concentration in mg/l.

2. "Builder" means a developer, contractor, commercial builder, or homebuilder in the District.

3. "Connection" means each residential unit occupied by a separate family, including separate apartments located within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.

4. "COD" or "Chemical Oxygen Demand" means the measure of the oxygen equivalent of the organic matter content of a sample that is susceptible to oxidation by a strong chemical oxidant as determined by standard laboratory procedures as specified in Standard Methods expressed as mg/l.

5. "Commercial connection" means any property improved for a use other than one single-family or duplex residence, including a commercial or industrial development, a multi-family residential development (including apartment complexes and condominiums), a school facility, an amenity center, or any other development or structure that does not constitute one single-family or duplex residence.

6. "District's representative" means the operator for the District, another representative or employee of the District acting under the direction of the Board or the operator, or an employee of the PUA acting under the authority of a contract between the District and the PUA.



7. "District's Drainage System" means the District's water quality, drainage and stormwater collection facilities.

8. "District's Systems" means the District's Wastewater System and the District's Drainage System.

9. "District's Wastewater System" means the District's wastewater collection, treatment, and disposal system.

10. "Fee Unit Equivalent" or "FUE" means one single-family residential dwelling unit or, for any other customer, its equivalent under the following schedule:

<u>Water Meter Size</u>	<u>Fee Unit Equivalent</u>
5/8" simple	1
3/4" simple	1
1" simple	2.5
1 1/2" simple	5
2" simple	8
2" compound	8
2" turbine	10
3" compound	16
3" turbine	24
4" compound	25
4" turbine	42
6" compound	50
6" turbine	92
8" compound	80
8" turbine	160
10" compound	115
10" turbine	250
12" turbine	330

11. "Grease Trap" means a receptacle, structure, or mechanical device used by a commercial customer to intercept, collect, separate, and restrict the passage of fat, oil, grease, organic, inorganic, liquid, semi-liquid, semi-solid, or solid waste from wastewater.

12. "HCMUD 5" means Hays County Municipal Utility District No. 5.

13. "HCMUD 5 Agreement" means the "Wholesale Wastewater Services and Capacity Agreement" between HCMUD 5, HM Parten Ranch LP, a Texas limited partnership, and the District, as assigned and amended from time to time.

14. "Industrial Waste Regulations" means the regulations governing the discharge of Non-Domestic Waste established by HCMUD 5, as amended from time to time and which are applicable to the District and its customers pursuant to the HCMUD 5 Agreement.

15. "mg/l" means milligrams per liter.

16. "Non-Domestic Waste" means any wastewater or discharge other than Normal Wastewater, as defined in the Industrial Waste Regulations.

17. "PUA" means the West Travis County Public Utility Agency.

18. "Residential Connection" means a separately metered single-family residence, but does not include a multi-family residence or apartment complex.

19. "Rules" means all rules and regulations adopted by the District under Section 54.205, Texas Water Code, including the provisions of this Order and the Industrial Waste Regulations.

20. "TCEQ" means the Texas Commission on Environmental Quality, or its successor agency.

21. "TSS" or "Total Suspended Solids" means the total suspended matter that floats on the surface of or is suspended in water, wastewater, or other liquid that is removable by laboratory filtering expressed in mg/l.

22. "Uniform Plumbing Code" means the Uniform Plumbing Code, 2003 Edition, as published by the International Association of Plumbing and Mechanical Officials, as amended or superseded from time to time.

B. All Services Charged. At no time will the District render services without charge to any person, firm, corporation, organization, or entity.

C. Provisions of this Order Constitute Service Agreement. All customers receiving utility service from the District are subject to the requirements of this Order. The provisions of this Order constitute a service agreement between the District and each customer receiving utility services from the District. By requesting or accepting utility services from the District, each customer agrees to comply with the provisions of the Rules, including this Order.

## **II. Connections to the District's Systems; Construction of the District's Systems.**

A. Preconstruction Meeting. Prior to installing underground cables or other facilities or excavating in the area of the District's Systems, representatives of Builders and/or utility companies must meet with the District's representative to file their construction plans and schedules and to review the engineering plans depicting the location of the District's lines and other facilities. All Builders and/or utility companies must confirm the location of all utilities and facilities in the work area and will be responsible for the immediate repair of any damage to the utilities, services, and facilities that may result from their work and all costs and expenses incurred by the District as a result of such damage. The utilities, facilities, and services to which this provision applies include, but are not limited to, street lights, electric lines, boxes and transformers, natural gas facilities, television cable facilities, water lines, wastewater lines, telephone facilities, curbs and concrete flat work, and irrigation systems.

### **B. Applications for Connections.**

1. Any party desiring to make a connection to the District's Wastewater System must submit an application to the District's representative in the form approved by the Board. The applicant must, upon request, furnish the District's representative with evidence that the party that will actually install the tap and connecting line has comprehensive general liability insurance in the minimum amounts of \$300,000 for bodily injury and \$500,000 for property damage, with an underground rider and a completed operations rider.

2. The District's representative will review all applications for connections to the District's Wastewater System. If the District's representative finds that the materials to be used and the procedures and methods to be followed in laying the line and making the connection are equal to or better than the standards established by the Uniform Plumbing Code and are in compliance with this Order, the District's representative may approve the application and issue a permit for the proposed connection, subject to such terms and conditions as the District's representative deems appropriate to accomplish the purposes and objectives of the Rules.

C. Construction of Connecting Facilities. After receiving approval from the District's representative, a party may proceed with a connection to the District's Wastewater System, but before any connecting line or connection to the District's Wastewater System are covered or enclosed with dirt or any other material, the District's representative must inspect the construction to confirm that the lines and connection have been properly installed and the bedding materials used or to be used to cover or enclose the connecting line and connections are suitable under the requirements of this Order, the connection permit, and the Uniform Plumbing Code. Following such inspection, the recipient of the connection permit must ensure the connecting line and connection are covered with proper materials as authorized and approved by the District's representative, and must backfill any cuts made in paved streets with sand, road base, and/or cement materials compacted to standard acceptable densities and covered with paving material in a manner acceptable to the District's representative. All connection lines and other materials must be furnished by the party installing the lines and making the connection.

D. Scheduling Connections. An applicant for a new connection to the District's Wastewater System must notify the District's representative and pay all required District fees a minimum of 15 business days before the date the connection is proposed to be made.

E. Service to a New Customer at an Existing Service Address. A new customer desiring to receive wastewater service at an existing service address must submit the required application to the District's representative and pay all required District fees concurrently with its application for and prior to the initiation of water service to the address, and any failure to do so is a violation of this Order, and grounds for termination of service and a penalty under Section XI of this Order.

F. Payment of Fees. Any party desiring to make a connection to the District's Systems must pay all applicable District fees to the District's representative at the time the application for the connection is made. No connection may be made until all fees for the proposed connection and any outstanding fees relating to any prior connections by the applicant are paid. In addition, any non-routine charges incurred by the District in connection with any wastewater tap and/or inspection will be the responsibility of the applicant and will be payable to the District upon demand. **Any applicant with outstanding fees due to the District, including any previously backcharged but unpaid re-inspection fees, will not be permitted to make any additional connections to the District's Systems until those outstanding fees are paid.** Except as otherwise expressly provided in this Order, all fees and charges are non-refundable.

G. Reclaimed Water Service Agreement. If Reclaimed Water service is made available to the District by HCMUD 5, then, prior to any sale or use of reclaimed water, the negotiation and execution of a reclaimed water service agreement will be required for such service. The applicant for such service will be responsible for the District's costs, including legal fees, in negotiation of any such agreement and all costs assessed by HCMUD 5, and no

agreement will be executed by the District until all of such costs have been reimbursed to the District.

**III. Fee Schedule.**

A. Service Initiation and Online Customer Account Profile Fees. A party desiring to receive service from the District's Systems must pay a **\$10.00** application fee to initiate service and establish an online customer account profile with the District's online billing system. Service will not be initiated until this application fee is paid.

B. Tap and Tap Inspection Fee Schedule.

1. The District's wastewater tap fees are as follows:

<u>Meter Size</u>	<u>Tap Fee</u>
5/8" to 3/4"	<b>\$500</b>
1"	<b>\$750</b>
1 1/2"	<b>\$1,000</b>
2"	<b>\$1,250</b>
3"	<b>\$1,500</b>
4"	<b>\$1,750</b>
6"	<b>\$2,000</b>
8"	<b>\$2,250</b>
10"	<b>\$2,500</b>
12"	<b>\$2,750</b>
Larger than 12"	<b>To be determined</b> based upon installation, three times cost

2. The District's wastewater tap inspection fees are **\$100** per connection for the initial inspection. If more than one inspection is required before a tap is approved by the District, the residential and commercial wastewater tap re-inspection fees are **\$100** for each additional inspection. Inspection fees must be paid to the District's representative at the time the inspection is requested. **Any customer that has any outstanding fees due to the District, including any previously backcharged but unpaid re-inspection fees, will not be permitted to make any additional connections to the District's Systems until all outstanding fees are paid.**

3. The District's reclaimed water tap fees will be determined at the time an agreement for reclaimed water service is negotiated.

C. Wastewater Rates. The following rates and charges will be in effect for all customers of the District from the effective date of this Order:

1. Monthly Rate for each Residential Connection (5/8 or 3/4 inch meter):  
**\$100.**
2. Monthly Rate for each Other Connection:    **\$100 per FUE.**

D. Drainage Fees. The District's drainage fee, which the Board finds is necessary in order for the District to provide or make available water quality and drainage and storm water

collection services through the District's Drainage System, is **\$300 per lot**. Any person or entity desiring to make a new wastewater Connection to serve a lot within the District must pay the appropriate District drainage fee to the District at the time of closing of the purchase of the lot.

E. Irrigation Meters. No wastewater charges will be assessed for water utilized through a dedicated irrigation meter.

F. Regulatory Assessments. A regulatory assessment of 1/2% of retail sewer charges will be added to each customer's monthly billing. These assessments are remitted by the District to the TCEQ and used by the TCEQ in performing its regulatory duties and in providing technical assistance and training to utilities.

G. Disconnect and Reconnection Fees. A customer whose service is disconnected, whether because of the customer's delinquency or upon the customer's request, will be charged the following disconnect and reconnection fees:

1. Disconnection fee of **\$100** for 5/8" or 3/4" meter;
2. Disconnection fee in the amount of the actual, reasonable cost of disconnection, but in no event less than \$100 for meters larger than 3/4";
3. Reconnection fee of **\$50** for reconnection during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday); and
4. Reconnection fee of **\$150** for reconnection during weekends or after normal business hours (after 5:00 p.m. and before 8:00 a.m. Monday through Friday); such reconnections will only be made at the customer's request.

H. Service Call Charges. If the District responds to a customer service call due to a sewer line blockage, and the District's representative determines that the blockage is on the customer's side of the District connection, the customer will be billed all costs incurred by the District in responding to, determining the cause of and, if appropriate, clearing the blockage.

I. Additional Charges. Any non-routine charges incurred by the District in connection with any wastewater or reclaimed water tap and/or inspection will be the responsibility of the applicant for such connection and will be paid to the District upon demand.

#### **IV. Security Deposits.**

A. Security Deposits, Generally. All customers must pay a security deposit to the District's representative prior to receiving service. Security deposits are not transferable and will be held by the District to assure the prompt payment of all bills for service to the customer. At its option, the District may apply all or any part of a customer's security deposit against any delinquent bill of the customer. Upon any discontinuation of service, whether because of the customer's delinquency or upon the customer's request, the security deposit will be applied against any amounts due to the District, including any disconnection fees and other charges. Any portion of the deposit remaining after deduction of amounts due to the District will be refunded to the customer. In no event will any security deposit bear interest for the benefit of the customer.

B. Customer Security Deposits. An initial security deposit of **\$100 per FUE** is required if the service address is occupied by the property owner ("*Owner*") and the utility account is in the name of the Owner. An initial security deposit of **\$300 per FUE** is required if the service address is not occupied by an Owner or the utility account is not in the name of an Owner occupying the service address. The customer will have the burden of proof to establish that it is an Owner and will be presumed not to be an Owner unless: (a) the customer provides a copy of a recorded deed confirming the customer's ownership of the property in question; or (b) the customer provides a copy of a property tax bill or property tax receipt showing that the customer is the owner of the property in question. In either case, the document provided by the customer will be verified by the District's representative through a check of the county property records.

C. Additional Customer Security Deposits. If a customer is given notice of disconnection due to a failure to make timely payment of the District's utility bills and fails to pay all past-due amounts by the time and date specified on the notice of disconnection, then, regardless of whether or not service is physically disconnected, the District will require an additional security deposit of **\$100 per FUE** for each disconnection, up to a maximum total deposit of **\$400 per FUE**. This additional deposit and any reconnection fees must be paid prior to reconnection of service. Customer security deposits must be in the form of cash, money order, or other form of payment acceptable to the District's representative.

D. Builder Deposit. Each Builder must, in addition to the deposit required under Sections B and C, above, pay a security deposit of **\$3,000** to the District's representative prior to the Builder's initiation of any development or homebuilding program in the District. If a Builder fails to pay any fees or charges coming due to the District in a timely manner, the fees and charges will be deducted from the deposit, and the Builder will be required to make a payment to the District in order to restore the amount of the security deposit to its original **\$3,000** level. Each wastewater service connection by a Builder must be inspected and approved by the District's representative prior to its being covered as provided in Article II, Section C, of this Order. If this procedure is not followed, the District's representative may require the Builder, at its sole cost, to uncover or televise the service connection so that it can be inspected. Any cost to the District for additional inspections; work resulting from a connection being covered prior to inspection; as the result of damage to any District facilities or property caused by the Builder, its employees or contractors, or that is otherwise attributable to a Builder will be deducted from the Builder's security deposit and the Builder will be required to pay any amount necessary to fully restore the security deposit to its previous balance. The District's representative will not approve any additional connections for a Builder until the Builder's required security deposit has been established or reestablished at the full amount required by this Order. The security deposit will be refunded when the Builder completes its development or building program within the District and pays all sums due and owing to the District.

**V. Prohibited Waste; Industrial Waste Regulations; Non-Domestic Waste Fees and Surcharges.**

A. Prohibited Waste.

1. Non-Biodegradable Material. No waste material that is not biologically degradable, including mud and debris accumulated during construction, may be discharged into the District's Wastewater System.

2. Surface Runoff; Storm Water. No surface runoff water or storm water, including from downspouts or yard or area drain runoff, may be discharged into the District's Wastewater System.

3. Well Water. No well water may be discharged into the District's Wastewater System unless specifically approved in writing by the Board.

4. Non-Domestic Waste.

a. No Non-Domestic Waste may be discharged into the District's Wastewater System without the prior approval of HCMUD 5. The District's representative will review each application to discharge Non-Domestic Waste and make a recommendation to the Board as to approval or denial of the application. If an application is approved, the Board will establish rates and charges that cover, but are not limited to, the cost of waste treatment, taking into account the volume and character of the Non-Domestic Waste and all other waste treated, any special techniques of treatment or operation required for the Non-Domestic Waste, any costs assessed by HCMUD 5, and any administrative expenses incurred by the District.

b. If, in the opinion of HCMUD 5 or the District's representative, pretreatment of any Non-Domestic Waste is necessary to prevent harm to the District's Wastewater System or to prevent interference with the proper and efficient operation and maintenance of the District's Wastewater System or the HCMUD 5 Wastewater System, pretreatment will be required as a condition to the District's receipt and treatment of the Non-Domestic Waste.

B. Regulations for Discharge of Industrial Waste. The Industrial Waste Regulations are incorporated into this Order by reference. All discharges to the District's Wastewater System must comply with the terms of such regulations.

C. Applications and Fees. An applicant that proposes to discharge Non-Domestic Waste into the District's Wastewater System must complete all required applications, pay all required fees and comply with all requirements of HCMUD 5. No customer may discharge Non-Domestic Waste into the District's Wastewater System unless the customer has received approval from HCMUD 5 and a permit from the District authorizing such discharge.

D. Non-Domestic Waste Surcharge.

1. Payment of Surcharge for Extra Strength Wastewater. In addition to compliance with all other requirements of this article, any person discharging extra strength wastewater to the District's Wastewater System must pay a monthly surcharge for the additional costs of handling and treatment of such extra strength wastewater, in addition to the District's standard sewer service charges, in an amount established by HCMUD 5, as contemplated by the HCMUD 5 Agreement.

E. Additional Costs and Expenses. The District will be reimbursed for all costs and expenses, including legal and engineering costs and expenses and any fees, costs and expenses of HCMUD 5, incurred in connection with the enforcement of this Article and/or the Industrial Wastewater Regulations, as well as for any testing of the waste associated with such enforcement and for any damage to the District's Wastewater System or the HCMUD 5 Wastewater System. The District may add such costs and expenses to the customer's bill, and failure to pay may result in the termination of service in accordance with this Order.

## **VI. Development Policies.**

A. Subdivision Plan Review, Subdivision Construction Inspection, and Other Development Approval Related Fees. All plans for wastewater, drainage, and reclaimed water irrigation facilities constructed within or to serve property within the District will be subject to review and approval by the District. No construction may be commenced until such plans are approved. Applicants for approval of construction plans for wastewater, drainage, or reclaimed water irrigation facilities will be responsible for the payment of all legal and engineering fees incurred by the District for review of such plans and inspection of the facilities during construction. No facilities will be accepted for operation and maintenance by the District unless all required District inspections have been conducted, the facilities have been approved by the District's representative, and all related fees have been paid.

1. Materials testing will be performed by the District, at the cost of the developer. Copies of all test results will be provided to the developer.

2. No connections to the District's Systems may be made unless all applicable subdivision construction inspections have occurred and all related inspection fees and materials testing fees have been paid.

B. Development and Utility Construction Agreements. Applicants who desire to obtain a service commitment, a utility construction agreement, a reimbursement agreement, or other type of development agreement with the District must pay all legal and engineering fees incurred by the District in negotiation of these agreements. No agreement will be executed by the District or become effective until these fees are paid.

C. Service Commitments. Because the District's wastewater capacity is a limited resource, the Board desires to adopt policies and procedures for allocating capacity, including approving written service commitments, that will further the purposes of the District, provide for the orderly development of the property within the District, assure the availability of service as needed, and protect the integrity of the District's Systems. Accordingly, all service commitments issued by the District will be subject to this Article in order to enable the District to plan for future needs; assure the ability of the District to provide service on a uniform, nondiscriminatory basis; and provide standard criteria for the evaluation, issuance and retention of service commitments.

1. All service commitments issued by the District will be subject to (i) completion of all necessary facilities; (ii) payment of all applicable fees; (iii) all of the terms and conditions of and performance under all of the District's contracts and agreements pertaining to or affecting the District's wastewater and, if applicable, reclaimed water services, including HCMUD 5; and (iv) the policies and procedures of the District, including the Rules.

2. Any applicant requesting a service commitment from the District must submit a written application executed by the owners of the property for which the service commitment is being requested. The application must include the applicant's agreement to pay all fees incurred by the District in connection with the evaluation of the application and to grant all easements required by the District to serve the property in question without compensation. An escrow in the minimum amount of **\$1,000** will be required to assure the payment of all fees.

3. The applicant must also submit:



a. 10 copies of a utility plan showing the property, the proposed utility facilities and sizing, any required easements, and all drainage patterns.

b. 10 copies of a preliminary engineering report, including a land use plan demonstrating the utility service requirements for the property, prepared and sealed by a professional engineer registered in the State of Texas.

c. Proof of ownership of the property, and proof of authority of the party signing the application.

4. The Board may approve a service commitment if:

a. All application requirements have been satisfied;

b. Either (i) the District's wastewater or reclaimed water capacity (as applicable) is or will be sufficient to serve the property, or (ii) the applicant and the District have entered into an agreement that provides for the construction of facilities necessary to provide sufficient capacity to serve the property; and

c. It finds that the District's Systems are sufficient or will be sufficient to serve the proposed development without adversely impacting existing utility customers of the District.

5. No service commitment will be issued unless the applicant has paid, concurrently with the date of issuance of the service commitment, a non-refundable fee (the "Service Commitment Fee") equal to 10% of all estimated District fees for the property, including, without limitation, the District's tap fees and inspection fees (the "Estimated Fees"), as determined by the District's representative based on the District's then-current Order Establishing Rates and Charges and Adopting Rules and Policies Regarding the District's Utility Systems. The Service Commitment Fee will be applied against the Estimated Fees.

6. In order to allow the District to accurately plan service capacity based on actual usage rather than speculative usage, a service commitment will expire and terminate:

a. one year from the date of issuance unless the holder has, by that date, paid all the Estimated Fees for the property, as determined by the District's representative based on this Order, as amended to the date of the estimate and then in effect; and

b. 18 months from the date of issuance unless the holder has, by that date, completed construction, made a connection to the District's Systems, paid all applicable District fees, including tap fees, inspection fees, security deposit, and other applicable fees for the property, based on this Order, as amended to the date of the connection and then in effect (the "Actual Fees") and initiated services to the property.

7. If a service commitment terminates, the Service Commitment Fee will not be refunded, offset, or credited against the Actual Fees, but will be retained as property of the District. The balance of any Estimated Fees that has been paid will not be refunded, but will be

applied as a credit against the Actual Fees at the time the property is developed and service initiated.

8. If full development of a tract that has been issued a service commitment results in the use of less service than that which has been committed, the remaining unused capacity will revert back to the District for redistribution by the District. The amount of service remaining after full development will be determined by the District's engineer, based on the meter size and any subdivision plat, site plan, and zoning approved for the property. Service commitments will be issued for specific tracts, and may not be transferred to any other property.

9. The Actual Fees applicable to a tract will be determined at the time utility service is initiated, based on the actual meter size; any subdivision plat, site plan, and zoning approved for the property; and this Order, as amended and then in effect. If the ultimate use of a tract that has been issued a service commitment requires a different amount of service than that upon which the Estimated Fees were based, the District's representative will make any adjustments that are necessary at the time a connection to the District's Systems is made, so that the Actual Fees will correspond to the size of meter installed and the service required to be provided. Any shortfall between the Estimated Fees and the Actual Fees must be paid before a service connection is made. Any excess of the Estimated Fees over the Actual Fees will be credited against the customer's future billings.

#### **VII. District Approvals; Escrow for Expenses.**

Applicants for service commitments or out-of-district service, and of other types of District approvals, including utility construction agreements or other types of development agreements, are responsible for the payment of all legal and engineering fees incurred by the District in reviewing their applications and negotiating or preparing any related approvals or agreements. The District's representative will establish a deposit amount equivalent to the estimated consultant fees that are expected to be incurred in connection with the application, and the applicant must deposit this amount with the District prior to any review or processing work being initiated. All consultant fees associated with the application incurred by the District will be charged against the deposit. Upon completion of the review process, the applicant must pay any fees incurred by the District in excess of the deposit. Any excess deposit remaining after payment of all fees will be returned to the applicant. No service commitment or plan approval will be issued or agreement will be effective by the District until all fees are paid.

#### **VIII. Rendering and Form of Bills.**

A. Rendering of Bills. Bills for service will be rendered monthly. Service initiated less than one week before the next billing cycle may be billed with the following month's bill. One bill will be rendered for each Connection.

B. Information to be Included on the Bill. The customer's bill will show the total amount due for service and any surcharge, the due date of the bill, the total amount due as penalty for nonpayment within a designated period, and the local telephone number or toll free number where the District's representative can be reached. If the due date falls on a Saturday, Sunday, or legal holiday on which banks are required to close in the State of Texas, the applicable period will be extended to the next business day.

C. Payment Obligation. If a customer does not receive a bill or bills, his obligation to make payment for services rendered is not diminished or released.

D. Overbilling and Underbilling. If billings for District services are found to differ from the District's rates for the services, or if the District fails to bill a customer for services, a billing adjustment will be calculated by the District's representative. If the customer is due a refund, an adjustment will be made for the entire period of the overcharges. If the customer was undercharged, the District will backbill the customer for the amount of the service actually used by the customer; provided, however, if the underbilling is **\$25** or more, the District will offer the customer a deferred payment plan option for the same length of time as that of the underbilling.

E. Prorated Charges. When a bill is issued for a period of less than one month, the basic charge will be prorated based on the period during which service was provided.

F. Disputed Bills.

1. A customer may advise the District that a bill is in dispute by giving written notice to the District's representative. A dispute must be registered with the District prior to the date of proposed discontinuance in order for a customer to avoid discontinuance of service as provided by this Order.

2. Notwithstanding any other provision of this Order, a customer is not required to pay the disputed portion of a bill that exceeds the amount of that customer's bill based on the District's then current rates (an "Average Bill") pending the resolution of the dispute.

3. Notwithstanding any other provision of this Order, a customer's service will not be discontinued for nonpayment of that portion of a bill under dispute that exceeds an Average Bill pending resolution of the dispute. The customer must timely pay any billings not disputed and an amount per billing period equivalent to an Average Bill.

G. Equipment Damage Charges. The District will charge the responsible customer for all labor, material, equipment, and other costs necessary to repair or replace equipment and other facilities damaged due to equipment tampering or bypassing, improper erosion control, service diversion, or the discharge of wastes in violation of the terms of this Order. The District may charge for all costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of these charges will be provided to the customer.

H. Late Charges. A late charge of 10% of the amount of the bill will be added on the Delinquency Date and this late fee will continue to be assessed each month while the delinquent amount remains unpaid.

I. District's Right to Sue. The District reserves the right to institute suit for the collection of any amounts due and unpaid, together with interest thereon at the maximum legal rate and reasonable attorneys' fees.

J. Dishonored Check Charge. The District reserves the right to charge a customer paying a bill with a dishonored or insufficient funds check an amount established from time to time by the District's representative, which amount will be based on the prevailing or usual charges made for dishonored checks and drafts by other vendors in the same general area as the District.

**IX. Protection of the District's Systems, Facilities, and Property.**

A. Tampering or Damage Prohibited. It is unlawful for any person to tamper or interfere with; to obstruct access to; or, as the result of willful action, to injure, deface, or destroy any facilities that are a part of the District's Systems.

B. Unlawful Discharges. It is unlawful for any person to deposit, throw, drain, discharge, or otherwise cause to be injected into any sewer, manhole, catch basin, flush tank, or other facility that is a part of the District's Systems any debris or foreign substance that would interfere with the proper and routine functioning of the District's Systems, or to discharge any waste into the District's Systems:

1. other than through an authorized sewer tap for which all connection fees, deposits and other charges have been paid; or
2. generated on premises other than those for which the sewer tap was originally made; or
3. generated at a building other than that for which the sewer tap was originally made, unless approved in advance by the District's representative; or
4. of a type different from that contemplated at the time the sewer tap was originally made, unless approved in advance by the District's representative.

C. Service Line Maintenance. Each customer is responsible for the maintenance of the sewer service line from the point of connection to the District's Wastewater System to the buildings or premises served. All sewer service lines must be maintained in such a manner as to prevent the infiltration of water or exfiltration of wastewater. Each customer is responsible for the maintenance of the reclaimed water service line from the point of connection to the District's reclaimed water irrigation system to the property served.

D. Protection of District Drainage System and Other Property. The District's drainage and water quality systems, including, without limitation, all drainage easements, channels, storm sewer facilities, ponds, and all other facilities owned, maintained, or controlled by the District for the purpose of collecting, controlling, storing, managing, or distributing storm and flood waters or run-off, will be protected from abuse, in order to assure the proper functioning of all such facilities for the benefit of all property owners and residents of the District. It is a violation of this Order to place, deposit, or discharge, or cause to be placed, deposited, or discharged, any foreign materials or debris (including, but not limited to, motor oil, grass or tree clippings, or construction debris) on or into any District property (including, without limitation, the District's drainage systems). Prior to construction of any improvements within the District, proper erosion control must be installed. These devices must be maintained in place during construction and, upon completion of construction, all construction debris and rubbish must be removed from the construction site, and any damage to the District's easements or facilities must be repaired at the expense of the Builder or property owner constructing the improvements. Any person or entity that violates the terms of this section will be subject to a penalty in the amount of \$500 per violation, and will also be liable for all attorneys' fees incurred by the District and costs of court. The District may add the amount of any penalties or costs imposed by this section to the customer's utility bill, or the District may deduct the amount of any penalties or costs imposed as a result of a violation of this section from a customer's security deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount.

**X. Disconnection and Reconnection of Service.**

A. Notification of Alternative Payment Programs or Payment Assistance. If a customer advises the District's representative of his or her inability to pay his or her bill or need for assistance with his or her bill payment, the District's representative will inform the customer of all available deferred payment plans available from the District and the eligibility requirements and procedure for applying for them. A deferred payment plan is any arrangement or agreement between the District and a customer under which an outstanding bill will be paid in installments that extend beyond the due date of the next bill. All deferred payment plans must be in writing. The District's representative may suspend the termination of services to customers for up to 90 days based upon the District's representative's determination that the customer is making a good faith effort to pay the District's account; however, extensions beyond 90 days must be approved by the Board.

B. Post-Bankruptcy Services. In the event of any District customer's bankruptcy, amounts due for pre-bankruptcy services will be posted to the customer's existing account and amounts due for post-bankruptcy services will be posted to a separate account. The customer will be required to provide the District with adequate assurance of payment for services rendered after the date of the bankruptcy filing, in the form of a security deposit satisfying the requirements of this Order. Any existing security deposit will be held by the District as security for sums due for pre-bankruptcy services and will not be credited towards the security deposit for post-bankruptcy services. If the customer fails to furnish the required security deposit for post-bankruptcy services, the District may discontinue service to the customer in accordance with the provisions of this Order.

## **XI. Termination of Service.**

A. Termination with Notice. District service may be terminated after proper notice for any of the following reasons:

1. within 30 days from the date of the issuance of a delinquent bill, the customer has neither (a) paid the delinquent bill and all other past-due bills from the District, nor (b) entered into a written deferred payment plan and made all payments required under the plan;
2. the customer has failed to comply with the terms of a deferred payment plan;
3. the customer has paid by a check which has been rejected for insufficient funds, closed account, or for which a stop payment order has been issued;
4. violation of the Rules pertaining to the use of service in a manner that interferes with the service of others or the operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation; or
5. failure to comply with deposit arrangements as required by Article IV of this Order.

If a Builder fails to make timely payment of any bill due and owing to the District, the District may, after proper notice, terminate all wastewater services being provided by the District to that Builder.

B. Termination of Water Service by PUA for Non-Payment of Charges for District Wastewater Services. Water service to a District customer who fails to pay wastewater charges due to the District may be disconnected following notice of termination given in compliance with this Order.

C. Termination Without Notice. District service may be terminated without notice (i) due to existence of a known dangerous condition, (ii) if service is connected without authority, or (iii) in instances of tampering with or bypassing the District's equipment, or other instances of diversion. If reasonable, given the nature of the hazardous condition, a written statement providing notice of and the reason for disconnection will be posted at the place of common entry or upon the front door of each affected structure as soon as possible after service has been disconnected.

D. Notice of Termination of Service.

1. Mailed Notice. Proper notice of termination of service consists of a separate written statement given by first-class mail, postage prepaid, at least 10 days prior to the stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The information included in the notice will be provided in English and Spanish if necessary to adequately inform the customer. A statement notifying the customer that, if they are in need of assistance with payment of their bill, they may be eligible for alternative payment programs, such as deferred payment plans, and to contact the District's representative for more information, will be attached to or included on the face of the termination notice. The notice will advise the customer of the basis for the District's decision to disconnect service, the action required to avoid disconnection, and that he or she has the right to request a hearing on the matter by contacting the District's representative at least 48 hours before the stated date of disconnection.

2. Content of Notice. The notice will include (i) the intended date of disconnection; (ii) the office hours, telephone number and address of the District's representative's local office; (iii) the total past-due charges; (iv) all reconnect fees that will be required to restore water or sewer service if service is disconnected; and (v) that failure to pay past-due sewer charges will result in termination of water service and that water service will not be reconnected until all past-due and currently due sewer service charges and the sewer reconnect fee are paid.

3. Date of Termination. If notice is mailed, the stated date of disconnection may not fall on a holiday or weekend, but will be the next working day at least 10 days after the date of the notice.

E. Customer Appeal Procedures.

1. Informal Hearing. Upon receipt of a customer's protest of the termination of service, the District's representative will schedule an informal hearing with the customer and his representative prior to disconnection. The presiding officer at the informal hearing will be an individual who did not participate in the initial decision to pursue disconnection of the customer's service. The customer will be allowed to question the District's billing representative at the informal hearing regarding the basis for the decision to terminate service and present any testimony or evidence regarding the termination of service or its basis. The presiding officer will render a decision on the matter and state reasons for the decision and the grounds upon which the decision is based.

2. Appeal. The customer may appeal the decision of the presiding officer of the Board. If the customer posts a bond in an amount sufficient to cover the cost determined by the presiding officer to be due, the District will not proceed with termination of the customer's service until a final decision is made by the Board.

F. Disconnection. If payment of all delinquent and past due amounts has not been made by 5:00 p.m. on the date specified by written notice to the customer, and no other arrangements for payment have been made, service will be disconnected. In order to reconnect service, the customer must pay all delinquent and past-due amounts, plus the applicable reconnect fee. The reconnect fee will be due regardless of whether or not service has been physically disconnected. If payment is tendered after 2:00 p.m. on the date of disconnection, the customer must pay the after-hours reconnect fee in order to obtain same-day reconnection of service. If a customer defaults under a payment plan entered into with the District, termination procedures will immediately be initiated.

G. Disconnection on Holidays or Weekends. Unless a dangerous condition exists or the customer requests disconnection, service will not be disconnected on a day, or on a day immediately preceding a day, when personnel of the District are not available to the public for the purpose of accepting payments and reconnecting service.

H. Disconnection for Ill and Disabled. The District will not discontinue service to a delinquent residential customer permanently residing in an individually-metered dwelling unit if the customer establishes that discontinuance of service will result in a person residing at the residence becoming seriously ill or more seriously ill. Each time a customer seeks to avoid termination of service under this section, the customer must have the attending physician (for purposes of this section, the term "physician" means any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the District's representative within 15 days of issuance of the bill and a written statement must be received by the District's representative from the physician within 30 days of the issuance of the bill. Any customer who receives a waiver of disconnection under this section must enter into a deferred payment plan with the District and remain in compliance with the plan.

I. Reconnection of Services. If service is discontinued for any reason, reconnection of services will be established within 24 hours of receipt of payment of the past due bill in its entirety and any other outstanding charges, including all applicable reconnection fees.

## **XII. Continuity of Service**

### **A. Service Interruptions**

1. The District will make all reasonable efforts to prevent interruptions of service. When interruptions occur, the District will re-establish service within the shortest possible time.

2. The District will make reasonable provisions to meet emergencies resulting from failure of service, and will establish procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of service.

3. In the event of a national emergency or local disaster resulting in disruption of service, the District may, in the public interest, interrupt service to other

customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

B. Record of Interruption. Except for momentary interruptions due to automatic equipment operations, the District's representative will keep a complete record of all interruptions, both emergency and scheduled. This record will show the cause for interruptions, date, time, duration, location, approximate number of customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.

### **XIII. Customer Service Agreement; Plumbing Regulations; Customer Service Inspections.**

A. Authority. Under the requirements of the Chapter 341, Subchapter C of the Texas Health and Safety Code and 30 Texas Administrative Code § 290.46(i), the District is required to adopt rules to allow for proper enforcement of the requirements of the TCEQ. Further, Title 30 Texas Administrative Code §290.46(j) requires the District to adopt rules providing for the conduct and certification of customer service inspections.

B. Purpose. The purpose of this Article is to notify each customer of the plumbing restrictions and inspections that are in place to protect the drinking water supply from contamination or pollution that could result from improper plumbing practices. Each customer must agree to comply with this Article as a condition to receiving services from the District.

C. Plumbing Restrictions. The following undesirable plumbing practices are prohibited:

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination must be isolated from the public water system by an air-gap or an appropriate backflow prevention device.

2. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply must be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

3. No connection that allows water to be returned to the public drinking water supply is permitted.

4. No pipe or pipe fitting that contains more than 8% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

5. No solder or flux that contains more than .2% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

D. Service Conditions. The following are the terms for the provision of service between the District and each customer of the District:

1. The customer must comply with the provisions of this Order as long as the customer is receiving service from the District.



2. The customer must allow his property to be inspected for possible cross-connections and other undesirable plumbing practices as required by this Order. These inspections may be conducted by a representative of the District prior to initiating service and periodically thereafter. All inspections will be conducted during the District's normal business hours.

3. The District will notify a customer in writing of any cross-connection or other undesirable plumbing practice that has been identified during the initial inspection or the periodic re-inspection.

4. The customer must immediately correct any undesirable plumbing practice on his premises.

5. The customer must, at its expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records must be provided to the District.

E. Customer Service Inspections.

1. Inspections Required. The applicant for service or the customer must submit a completed customer service inspection certification to the District in the following instances:

- a. before the District begins providing continuous and adequate service to new construction;
- b. when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist on any existing service; or
- c. after any material improvement, correction or addition to any existing private plumbing facilities.

2. Certifications. The certification must be completed in the form attached as **Exhibit "A"**. A customer service inspection certification must be completed at the applicant's or customer's expense by:

- a. a plumbing inspector and water supply protection specialist licensed by the Texas State Board of Plumbing Examiners and in good standing at the time of the inspection;
- b. a certified waterworks operator who has completed a training course, has passed an examination administered by the TCEQ or its designated agent, and holds an endorsement granted by the TCEQ or its designated agent; or
- c. a licensed plumber, if the inspection and certification are for a single-family residential service.

3. Records. The District will maintain copies of completed customer service certifications for a minimum of ten years.

4. Unacceptable Plumbing Practices. If unacceptable plumbing practices are discovered, they must be promptly corrected by the customer or applicant for service to prevent contamination of the water supplied by the District. The existence of an unacceptable plumbing practice is sufficient grounds for immediate termination of service without notice in order to protect the health and safety of all District customers. Service will not be restored until the potential source of contamination has been eliminated or additional safeguards have been taken and a new customer service inspection certification is provided to the District.

F. Enforcement. If a customer fails to comply with the terms of this Article, the District may assess fines as provided in this Order, and may either terminate service and/or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Article will be billed to the customer.

**XIV. Enforcement; Penalties.**

A. Enforcement of Rules. Under Section 54.205, Texas Water Code, the provisions of this Order constitute rules that must be recognized by the courts as if they were penal ordinances of a city. This Order may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office is located.

B. Penalties.

1. Service will not be provided by the District until all applicable requirements of this Order have been met.

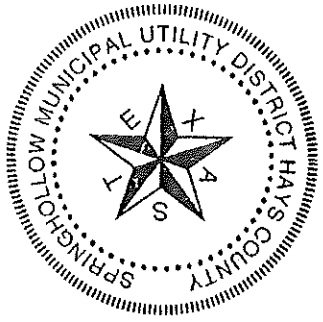
2. Violation of this Order will result in the offending party being subject to the payment of a fine in an amount per violation that does not exceed the jurisdiction of the justice court, as provided by Section 27.031, Texas Government Code, which penalty will be established by the Board. In addition, the offending party will be liable to the District for all costs incurred by the District in connection with any repairs or corrections necessitated by the violation and, if any violation results in a penalty being assessed against the District by any governmental entity or regulatory authority with jurisdiction, the offending party will be responsible for the full amount of such penalty, together with all costs incurred by the District in connection with the violation and penalty in question. If the District prevails in any suit to enforce the provisions of this Order, the District may additionally recover its reasonable attorneys' fees, expert witness fees and other costs incurred by the District before the court.

**XV. Filing.** The Secretary of the Board is hereby directed to file a copy of this Order in the principal office of the District.

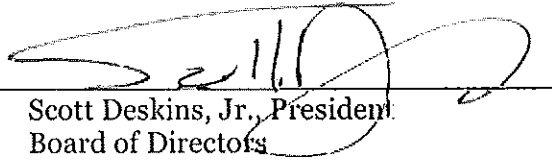
**XVI. Exhibits.** The following exhibits are attached to and incorporated in this Order by reference:

**Exhibit "A"** – Customer Service Inspection Certification

Adopted and effective May 1, 2018.



**SPRINGHOLLOW MUNICIPAL UTILITY  
DISTRICT**

By:   
Scott Deskins, Jr., President  
Board of Directors

ATTEST:

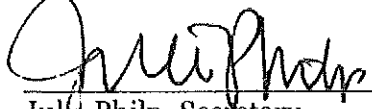
  
Julie Philp, Secretary  
Board of Directors

EXHIBIT "A"

**CUSTOMER SERVICE INSPECTION CERTIFICATION**

Name of PWS: \_\_\_\_\_

PWS I.D. #: \_\_\_\_\_

Location of Service: \_\_\_\_\_

I, \_\_\_\_\_, upon inspection of the private plumbing facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:

	Compliance	Non-Compliance
1. No direct connection between the public water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>
2. No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>
3. No connection exists which would allow the return of water used for condensing, cooling, or industrial processes back to the public water supply.	<input type="checkbox"/>	<input type="checkbox"/>
4. No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>
5. No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1998.	<input type="checkbox"/>	<input type="checkbox"/>
6. No plumbing fixture is installed which is not in compliance with a state approved plumbing code.	<input type="checkbox"/>	<input type="checkbox"/>

Water service will not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the plumbing facilities:

Service Lines: Lead  Copper  PVC  Other

Solder: Lead  Lead Free  Solvent Weld  Other

I recognize that this document will become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

\_\_\_\_\_  
Signature of Inspector

\_\_\_\_\_  
Registration Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type of Registration

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Expiration Date

**AGREEMENT FOR THE PROVISION OF NONSTANDARD  
RETAIL WATER SERVICE  
(Parten Ranch, Hays County, Texas)**

This Agreement for the Provision of Nonstandard Retail Water Service (this "Agreement") is entered into by and between the West Travis County Public Utility Agency (the "WTCPUA"), a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and HM Parten Ranch, LP, a Texas limited partnership ("Developer"). Unless otherwise specified, the term "Parties" shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer has contracted to purchase and plans to develop approximately 547 acres of land within the WTCPUA's water service area as shown on the attached Exhibit A (the "Development");

WHEREAS, Developer desires to obtain WTCPUA retail water service to the Development;

WHEREAS, Developer and the WTCPUA desire to enter into this Agreement to set forth the terms and conditions upon which the WTCPUA will provide retail water service to the Development; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following:

**ARTICLE I.  
DEFINITIONS, HEADINGS AND INTERPRETATION**

**Section 1.1**      **Definition of Terms:** In addition to the terms defined in the Recitals above, the following words and phrases as used in this Agreement shall have the meanings set forth below:

- (a) "Agreement" shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) "Assignee" shall mean any person or entity that receives an express written assignment of the rights of either Party and expressly assumes such Party's duties and responsibilities in writing with respect to this Agreement, subject to the provisions of Section 6.3 herein.
- (c) "Developer" shall mean HM Parten Ranch, LP, a Texas limited partnership or its permitted Assignees.
- (d) "Developer Deposit" shall mean the payment made by Developer as specified in Section 2.8 herein.

- (e) "Developer Facilities" shall mean those facilities to be constructed by Developer pursuant to this Agreement in order to extend water service from the WTCPUA System to the Development, including internal water transmission and distribution mains/lines, water control valves (e.g., shut off valves, pressure reducing valves, flush valves, etc.), and retail water services to be located on the Property, and the off-site facilities to be constructed by the Developer that are identified on the attached Table One as Projects B, C, D, and E.
- (f) "Development" shall mean the single family residential project generally shown in Exhibit A having no more than 585 LUEs of water service.
- (g) "Development Phase" shall mean a subdivision section or phase of the Development.
- (h) "District" shall mean a utility district created under Chapter 54 or Chapter 51 of the Texas Water Code over all or a portion of the Development.
- (i) "Effective Date" shall mean the latest date of execution of this Agreement by either Developer or the WTCPUA.
- (j) "Gross Site Area" shall mean the total amount of acreage in the Development.
- (k) "Impact Fees" or "Water Impact Fees" shall mean those impact fees for water service collected by the WTCPUA and used to fund capital improvements to or facility expansions of the WTCPUA's Highway 290 Water System central water facilities that are identified in the WTCPUA's ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time in accordance with Chapter 395 of the Texas Local Government Code.
- (l) "Impervious Cover" shall mean all man-made improvements which prevent the infiltration of water into the natural soil, or prevent the migration of infiltration of water into the natural soil, or prevent the migration of the infiltration as base flow. Impervious Cover shall include the materials and surfaces listed in the WTCPUA's Water and Sewer Service Development Policies, as amended from time to time.
- (m) "LUE", "Water LUE" or "Living Unit Equivalent" shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its retail customers.
- (n) "Maximum LUEs" shall mean 585 LUES or such lesser number of LUEs as is required for full build-out of the Development, as provided in Section 2.1.

- (o) "Net Site Area" shall mean the net acreage in the Development calculated by subtracting the area located within undisturbed native vegetative buffers and sensitive environmental features, as described in the 2000 USFWS Recommendations, from the Gross Site Area.
- (p) "Property" or "Development" shall mean the Parten Ranch Tract, with a Gross Site Area of approximately 547 acres, as described in detail on Exhibit A attached to this Agreement.
- (q) "Reservation Fee" or "Water Reservation Fee" shall mean an annual fee imposed pursuant to the WTCPUA's Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System. As of June 19, 2014, the Water Reservation Fee is \$569.12 per Water LUE for the WTCPUA's Highway 290 Water System. The WTCPUA Board of Directors may amend the Water Reservation Fee per LUE from time to time.
- (r) "Reservation Period" shall mean a twenty (20) year period commencing on the Effective Date of this Agreement.
- (s) "Retail Customer" shall mean a person or entity applying for an individual retail water service connection located in the Development.
- (t) "Settlement Agreement" shall mean the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et.al. vs. Lt. general Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and Lower Colorado River Authority, W.D. Tex. 2002 (No. AOOCA 826SS).
- (u) "Site Plan" shall mean the conceptual site plan prepared by Developer and previously submitted to the WTCPUA and attached hereto as Exhibit A.
- (v) "TCEQ" shall mean the Texas Commission on Environmental Quality.
- (w) "TCEQ OEM" shall mean the TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348.
- (x) "USFWS" shall mean the United States Fish and Wildlife Service.
- (y) "USFWS Measures" shall mean one of the following, selected by the Developer in its sole discretion:
- Measures approved by the USFWS for the Development through a separate Section 7 consultation or other independent consultation; or
  - The TCEQ OEM; or



- The measures set forth in the U.S. Fish and Wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000.
- (z) “USFWS MOU” shall mean that certain “Memorandum of Understanding” between LCRA and the USFWS, dated May 24, 2000.
- (aa) “Water Service” shall mean retail water service to the Development in an amount equivalent to the average daily quantity of water required to serve a maximum of 585 single family residences or 263,250 gallons per day average calculated as the product of 585 LUEs times 450 gallons per day per LUE (whichever is greater), or such smaller quantity of water as may be required to serve a lower number of LUEs within the Development, as determined pursuant to Section 2.1 herein.
- (bb) “WTCPUA” shall mean the West Travis County Public Utility Agency or its permitted Assignees.
- (cc) “WTCPUA Rules and Policies,” shall mean the WTCPUA’s rules and policies adopted by its Board of Directors, as amended from time to time, governing the provision of retail water service to the WTCPUA retail customers within its service area and related matters.
- (dd) “WTCPUA Highway 290 Water System” shall mean that portion of the WTCPUA System located in the vicinity of State Highway 290 and so designated in the WTCPUA Rules and Policies.
- (ee) “WTCPUA Off-Site Facilities” shall mean those facilities listed on Table One as Projects F,G, and H, to be constructed by the WTCPUA.
- (ff) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities used by the WTCPUA to provide potable water service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities and related facilities.
- (gg) “2000 USFWS Recommendations” shall mean the U.S. Fish and Wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000.

**Section 1.2**      **Article and Section Headings.** The headings and titles of the several articles and sections of this Agreement are solely for convenience and reference and shall not affect the meaning, construction or effect of the provisions hereof.

**Section 1.3**      **Interpretation.** The singular form of any word used herein shall include the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender herein shall include all other genders, unless the context requires

otherwise. This Agreement and all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

**ARTICLE II.**  
**SERVICE COMMITMENT**

**Section 2.1**      **WTCPUA to Provide Service.** For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, the WTCPUA reserves and agrees to provide 585 Water LUEs of retail water service, or such lesser amount of service as Developer determines is actually required for full build-out as provided in this Section to the Development subject to the following conditions:

- (a) Concurrently with the WTCPUA's approval of the plans and specifications for the first Development Phase, Developer must dedicate to the WTCPUA, without cost to the WTCPUA, a water facilities easement over the 2.0 acres of land shown in **Exhibit B** to this Agreement, together with any non-exclusive access and water line easements required to provide access to the 2.0 acre site. At the time the Development extends to the location of the 2.0 acre site, the water facilities easement area will be included within a subdivision plat as a lot and, upon recordation of the plat, the lot will be dedicated to the WTCPUA in fee simple for use by the WTCPUA as a water storage facility site. The 2.0 acre water facilities easement may be relocated upon the Parties' future, mutual agreement, as reasonably necessary to accommodate Developer's future development plan. At such time as access to the 2.0 acre site is provided, in part or in whole, over public roadways and/or public utility easements, the WTCPUA will release the non-exclusive access and waterline easements upon Developer's request, at no cost to Developer;
- (b) The Development will not exceed 20 percent Impervious Cover on a Net Site Area basis;
- (c) Prior to the WTCPUA's commencement of service to any phase of the Development, Developer provides written confirmation to the WTCPUA from the TCEQ that the Development (or any phase thereof) is compliant with TCEQ OEM without variance;
- (d) Developer has submitted the written Engineer's Design Certification at **Exhibit C** and Engineer's Certification of Acceptance and Completion at **Exhibit D** by the deadlines established in this Agreement regarding compliance with TCEQ OEM without variance and the 20 percent Impervious Cover limitation has been confirmed by an independent third party engineer retained by the WTCPUA and paid for by the Developer consistent with the WTCPUA's Board directive in effect as of the date of this Agreement. Both the certifications and the confirmation provided for in this Subsection will rely and be based on TCEQ RG-348A Appendix A

Table 4-1 "Impervious Cover for Residential Tract" for the purposes of calculating Impervious Cover;

- (e) Developer pays to the WTCPUA Water Impact Fees as provided in Section 4.1 herein;
- (f) Developer pays to the WTCPUA Water Reservation Fees as set forth in Section 4.3 of this Agreement; and
- (g) Developer complies with all terms and provisions set forth in this Agreement.

If Developer revises its development plan for the Property and thereby reduces its water LUE requirement for the Development below 585 LUEs, Developer will have the right, in its sole and absolute discretion, to reduce the Maximum LUEs to be provided by the WTCPUA to the Development and the Water Impact Fees and other charges to be paid by Developer under this Agreement. In that event, Developer will give written notice to the WTCPUA of the reduction and, thereafter, the reduced number of LUEs will be substituted for and replace the 585 LUES originally specified as the Maximum LUEs in this Agreement. Notwithstanding the foregoing, the Developer may not decrease the Maximum LUEs by more than 10 percent (i.e., below 526) without a mutually agreeable amendment to this Agreement.

**Section 2.2 Project Facilities and Water Service Commitment Schedule.** The WTCPUA will make water service available to the Development in accordance with the schedule attached to this Agreement as Table One. For purposes of clarification, the WTCPUA confirms that its commitment is to provide 130 LUEs of service upon the completion of Projects Nos. A and B; 300 LUEs of service upon the completion of Project Nos. C and D; and 585 LUEs of service upon the completion of Projects E and F.

**Section 2.3 Retail Water Service Use Restriction.** The WTCPUA commits and agrees to provide all water required for single-family residential customers and single-family residential lawn irrigation within the Development, plus not to exceed ten LUEs of water service for common area irrigation and amenity center usage; however, the WTCPUA will have no obligation to provide more than five LUES of the aforementioned ten LUEs of retail water service for common area irrigation, nor to provide retail water service for the filling of wet ponds and/or for stormwater treatment. In no event shall the WTCPUA have an obligation to provide more than 585 LUEs of water service to the Development. Developer agrees that the restrictive covenants applicable to the Development will require compliance with the WTCPUA's landscaping water conservation measures attached as **Exhibit E**.

**Section 2.4 Fire Flows.** Developer, at its sole expense, will pay for any oversizing of the WTCPUA's on-site and off-site water facilities required to provide

pressure necessary for fire flows to the Development to meet local fire code regulations and requirements.

**Section 2.5**      **WTCPUA Retail Water Meters.** The WTCPUA may, in its sole discretion, install or require installation of AMR or other radio transmitting water meters and on-site meter data collectors. The Developer will cooperate with the WTCPUA in determining suitable meter data collection points within the Development.

**Section 2.6**      **Wastewater Service.** The Developer will be responsible for arranging for wastewater service to the Development, and the WTCPUA shall have no obligation to provide retail or wholesale wastewater service. All wastewater service shall be provided in strict accordance with all applicable wastewater rules, regulations and provisions promulgated by Hays County, Texas; the TCEQ and any other agency of the State of Texas with jurisdiction; and the U.S. Environmental Protection Agency. If Developer creates a District to provide retail wastewater service within the Development, the WTCPUA and the District may enter into a billing services agreement under which the WTCPUA provides consolidated billing, collection and other customer services to District wastewater customers located within the boundaries of the Development. Any such wastewater billing services agreement will, among other things, provide for compensation by the District of the costs and expenses incurred by the WTCPUA to provide such services.

**Section 2.7**      **No Implied Waivers or Credits.** Nothing in this Agreement shall be interpreted to waive the WTCPUA's retail water service conditions for Retail Customers in the Development or otherwise grant Developer or the Development or any portion thereof any credit against or waiver of any fee, charge, or payment otherwise applicable under this Agreement or the WTCPUA's Rules and Policies, except as provided in Section 4.2.

**Section 2.8**      **Developer Deposit.** As of the Effective Date, Developer has provided the WTCPUA with the Developer Deposit in the amount of \$46,583.09. The Developer Deposit shall be used to pay the WTCPUA's actual charges and fees payable by the Developer under the WTCPUA's Rules and Policies with respect to the extension of service to the Development. The WTCPUA agrees to provide an accounting of and backup for the use of the Developer's Deposit upon request. To the extent such charges and fees incurred for the Development exceed or are in good faith projected to exceed the amount of the original Developer Deposit as specified above, the WTCPUA shall invoice Developer for the excess amount and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying any such invoice when due may delay the WTCPUA's review and acceptance of the Developer Facilities and the commencement of retail water service to the Development. Any funds remaining in the Developer Deposit (including any additional amounts deposited by Developer under this Section) shall be promptly refunded to Developer upon the WTCPUA's commencement of service.

**ARTICLE III.**  
**DEVELOPER FACILITIES AND WTCPUA OFF-SITE FACILITIES**

**Section 3.1**      **Developer Facilities.** The provision of retail water service to the Development pursuant to the terms of this Agreement is expressly conditioned upon the design and construction of the Developer Facilities as provided in this Agreement.

- (a) Developer, at Developer's sole cost and without reimbursement from the WTCPUA, shall design, construct, and test the Developer Facilities. The construction of the Developer Facilities will occur in phases, as required by the timing of development within the Property and as set forth in Table One.
- (b) Developer shall construct the Developer Facilities in compliance with applicable WTCPUA Rules and Policies, regulations and specifications. Developer shall submit all (i) plans and specifications for each phase or portion of the Developer Facilities and (ii) the Engineer's Design Certification at **Exhibit C** to the WTCPUA for review and approval prior to commencement of construction. The WTCPUA agrees to review all such plans and specifications and provide comments in a timely manner and in no event more than 30 days after the date of the submittal, and further agrees that its approval will not be unreasonably withheld, conditioned or delayed. Developer shall pay applicable WTCPUA plan review and inspection fees as provided in the WTCPUA Rules and Policies, and construction of the Developer Facilities shall be subject to all applicable WTCPUA Rules and Policies.
- (c) If any preliminary plan approved by Hays County for the Development is amended, Developer shall provide the WTCPUA with notice of the amendment and a copy of the amended preliminary plan within thirty (30) days of such approval.

**Section 3.2**      **Developer Facilities Conveyance Requirements.**

- (a) Upon completion of any phase of the Developer Facilities, the Developer agrees to (i) prepare, execute, and file all instruments reasonably necessary to convey that phase of the Developer Facilities to either the WTCPUA or, if applicable, the District, (ii) execute an affidavit, to the best of the Developer's knowledge, that no debt remains unpaid to any contractor, laborer, or material supplier which has or could result in a valid lien encumbering, or claim against, the applicable phase of the Developer Facilities; and (iii) prepare and provide to the WTCPUA the Engineer's Certificate of Acceptance and Completion at **Exhibit D**.
- (b) The Developer shall also convey all easements necessary to own, operate, and maintain each phase of the Developer Facilities. The Developer

represents that the Developer Facilities will be constructed in easements or on sites owned by the Developer, or within easements dedicated to the public. All documents or instruments of conveyance, release, transfer, or assignment required hereunder shall be in a form and content reasonably acceptable to the WTCPUA.

**Section 3.3**      **WTCPUA Off-Site Facilities.** The provision of retail water service to the Development pursuant to the terms of this Agreement for LUEs greater than 300 in the Development is expressly conditioned upon the design and construction of the WTCPUA Off-Site Facilities as provided in this Agreement. The sizing of the WTCPUA Off-Site Facilities described in Table One has been determined in part based on the WTCPUA's commitment of 585 Water LUEs to the Developer as set forth in Section 2.1, above. Subject to the provisions set forth in Section 2.1, above, if Developer amends its development plan and thereby reduces its water LUE requirement for the Development below 585 LUEs, the sizing, but not the need for, the Off-Site Facilities described in Table One will be reduced by the WTCPUA appropriately to reflect the Development's reduced water demand on the WTCPUA Water System. The WTCPUA agrees to fund, design and construct the WTCPUA Off-Site Facilities described above in accordance with the schedule set forth in Table One, provided that Developer prepays to the WTCPUA the Water Impact Fees described in Section 4.1 of this Agreement.

#### **ARTICLE IV.**

#### **COMMENCEMENT OF SERVICE BY WTCPUA**

**Section 4.1**      **Water Impact Fees.** Developer agrees to pay Water Impact Fees to the WTCPUA as provided in this Section. All Impact Fees will be payable in the amount per LUE in effect at the time of payment, as adopted by the WTCPUA Board of Directors.

- (a) Except as provided in subsection (b) below, Water Impact Fees will be payable to the WTCPUA based on the number of LUEs associated with each Development Phase and will be paid upon the WTCPUA's approval of the construction plans. Developer agrees that it will not record a final plat for any Development Phase until the Water Impact Fees for that phase have been paid to the WTCPUA as required by this Section.
- (b) Unless previously paid as provided in Table One, Developer agrees to prepay the 130 Water Impact Fees referenced as Project B in Table One to the WTCPUA within 60 days of the WTCPUA's issuance of written notice to Developer confirming that the WTCPUA has approved one or more work orders for the design of the WTCPUA Off-Site Facilities, but not before the platting of the first residential lot within the Development. The WTCPUA shall diligently proceed with completion of such design and construction of such facilities in a timely manner that is consistent with Developer's build-out of the Development; provided, however that such completion shall occur no earlier than 36 months from the Effective Date

and no later than five years from Developer's prepayment of Impact Fees as provided in this subsection (b).

- (c) Developer acknowledges that the WTCPUA is not required to commence water service to a Retail Customer in the Development until Developer and/or the Retail Customer has complied with all applicable provisions of the WTCPUA Rules and Policies governing the commencement of such service, including the payment of Water Impact Fees and other charges and fees and compliance with USFWS Measures as provided in in Section 2.1.

**Section 4.2**      **Impact Fee Credit.** Upon Developer's payment of Water Impact Fees as provided in Section 4.1, above, the Developer will have a credit for the Impact Fees paid and the WTCPUA will grant each applicant for water service within the Development a credit for one water Impact Fee, provided that the cumulative sum of all credited Water Impact Fees within the Development does not exceed a total of 585. No applicant for water service in the Development will be entitled to obtain more than one LUE of water service per single family lot.

**Section 4.3**      **Reservation Fees.** Within six months of the Effective Date of this Agreement and continuing annually on or after each anniversary of the Effective Date during the Reservation Period, Developer shall pay to the WTCPUA Reservation Fees calculated by multiplying the number of LUEs of water service then reserved by the WTCPUA for Developer under this Agreement for which Impact Fees have not been paid times the then-current Reservation Fee contained in the WTCPUA Rules and Policies. Each annual payment of Reservation Fees will be due on the later of (i) the annual anniversary of the Effective Date or (ii) the date on which the WTCPUA has confirmed, in writing, the number of LUEs out of the Maximum LUEs for which Reservation Fees are due (the "*Due Date*"). Upon each annual payment of Reservation Fees, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next year of the Reservation Period. Reservation Fees are non-refundable and non-reimbursable. If Reservation Fees are not paid annually within thirty (30) days of any Due Date, the WTCPUA will give written notice to Developer of the Reservation Fees due and, unless Developer makes payment within 30 days of the date of that notice, any remaining LUEs for which Reservation Fees are due but have not been paid will no longer be considered in "reserved status" and such nonpayment will be considered a breach of contract and this Agreement may be terminated upon written notice to Developer by the WTCPUA.

Developer's obligation to pay Reservation Fees shall terminate at such time as water Impact Fees for ninety-five percent (95%) of the Maximum LUEs have been paid or credited.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of retail water service to the Property pursuant to this Agreement is a contract right only unique to the Development based on the conditions set forth in this

Agreement. The commitment does not run with the Property and is not automatically assigned to third parties upon conveyance of the Property except in connection with a permitted assignment under Section 6.3.

**ARTICLE V.**  
**TERM; DEFAULT**

**Section 5.1**      **Effective Date; Termination.** This Agreement shall become effective upon the Effective Date. The WTCPUA may terminate this Agreement upon written notice to Developer if (i) for any of the Maximum LUEs for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies and Section 2.1 of this Agreement by the twentieth anniversary of the Effective Date; or (ii) if Developer has not submitted its first set of plans and specifications for the first Development Phase and paid the 130 Impact Fees to be prepaid under Section 4.1(b) of this Agreement by the fifth anniversary of the Effective Date; or (iii) Developer fails to pay the annual Reservation Fees when due as provided in Section 4.3. The Parties may extend the termination deadlines in this Section by written amendment of this Agreement. Unless earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Development. Termination of this Agreement will not affect the WTCPUA's obligation to provide service to existing customers within the Development.

**Section 5.2**      **Default.**

- (a) If Developer defaults on or materially breaches any one or more of the provisions of this Agreement, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money to WTCPUA and is not capable of being cured within thirty days, WTCPUA may terminate this Agreement upon written notice to Developer. Upon such termination, WTCPUA will retain all payments made, if any, by Developer to the WTCPUA under this Agreement and the WTCPUA shall have no duty to extend water service to any additional Retail Customers within the Development under this Agreement after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.
  
- (b) If the WTCPUA defaults on or materially breaches any one or more of the provisions of this Agreement, Developer shall give WTCPUA thirty (30)



days to cure such default or material breach after Developer has made written demand to cure the same and before Developer files suit to enforce the Agreement. In the event of default by WTCPUA, Developer may, as its sole and exclusive remedy (a) seek specific performance or a writ of mandamus from a court of competent jurisdiction compelling and requiring WTCPUA and its officers to observe and perform their obligations under this Agreement; or (b) if specific performance and a writ of mandamus are barred by governmental immunity, if the WTCPUA is determined to be barred or prohibited from providing or causing to be provided Water Service to the Development in the manner contemplated by this Agreement, or such remedies are otherwise unavailable under applicable law, then Developer may pursue all other legal and equitable remedies. A breach is material if WTCPUA violates its obligations and responsibilities as set forth in this Agreement.

## **ARTICLE VI.**

### **GENERAL PROVISIONS**

**Section 6.1**      **District Creation.** It is contemplated that a District may be created under Chapter 51 or Chapter 54 of the Texas Water Code upon all or a portion of the Development. The WTCPUA agrees that, upon final creation, certain rights and obligations of the Developer under this Agreement may be assigned to and be assumed by the District. The Developer will give written notice of any such assignment of the Agreement to the WTCPUA. Anything herein to the contrary notwithstanding, if the bond counsel that the Developer has engaged on behalf of the District (or, after creation of the District, the District's bond counsel) determines that the conveyance of any Developer Facilities to the WTCPUA would jeopardize the Developer's ability to be reimbursed by the District for the costs of the Developer Facilities in question, then the WTCPUA agrees that, at the Developer's request and in lieu of conveyance as contemplated by this Agreement, the Developer Facilities may, if permitted by applicable law, be conveyed to the District and the WTCPUA agrees, to the extent permitted by applicable law, to accept and operate the Developer Facilities under a long-term lease agreement encompassing terms mutually agreeable to the Parties and such bond counsel. It is the Parties controlling intention in entering into this Agreement that the WTCPUA provide or cause to be provided Water Service to the Development and that such service be provided in a manner consistent with the Developer's reimbursement of its costs to the maximum extent permitted by the Texas Water Code and the rules of the TCEQ.

**Section 6.2**      **Entire Agreement.** This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes any prior negotiations, agreements, representations and understandings, oral or written, if any, between the Parties respecting such matters. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto.

**Section 6.3**      **Assignment.** Developer may assign this Agreement only with the express written approval of the WTCPUA, which approval shall not be unreasonably withheld; provided that the WTCPUA approves and agrees that Developer may assign this Agreement, (a) to (i) the District; or (ii) a new partnership or business entity that is the Developer's successor in interest with regard to the Development and represented by the same principals as the previous Developer entity if the Developer provides written notice of such assignment to the WTCPUA within two years of the Effective Date of the assignment, or (iii) to Developer's lender or a successor to Developer's lender, provided that such assignee assumes and agrees to perform Developer's obligations under this Agreement and no consent to any such assignment will be required, or (b) in accordance with the WTCPUA's Rules and Policies in effect as of the Effective Date of this Agreement. Developer agrees that the WTCPUA may assign this agreement to a successor governmental entity created for the purpose of assuming all of the WTCPUA's assets and liabilities, including a water conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution, provided that such successor governmental entity assumes and agrees to perform all of the WTCPUA's obligations under this Agreement.

**Section 6.4**      **Notices.** Any notice given pursuant to this Agreement must be in writing and may be given via regular U.S. Mail, via electronic mail or by hand delivery to the addresses of the Parties shown below. A notice shall be deemed delivered on the earlier of (1) the date actually received; or (2) three (3) days after posting in the U.S. Mail. Notice shall be provided to the following addresses:

WTCPUA:              General Manager  
West Travis County PUA  
12117 Bee Cave Road  
Building 3, Suite 120  
Bee Cave, Texas 78738  
Email: generalmanager@wtcpua.org

Copy to:              Lauren Kalisek  
Lloyd Gosselink Rochelle & Townsend, P.C.  
816 Congress Avenue, Suite 1900  
Austin, Texas 78701  
Email: lkalisek@lglawfirm.com

Developer:            HM Parten Ranch, LP  
1101 North Lamar Boulevard  
Austin, Texas 78703  
Email: Jay@jayhanna.com

Copy to:              Sue Littlefield  
Armbrust & Brown, PLLC  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701  
Email: SLittlefield@abaustin.com

Any notice given under this Contract will be ineffective unless given in accordance with the provisions of this Section. Either Party may change its address for notice by giving the other Party five days' written notice of the change.

**Section 6.5**      **Invalid Provision.** Any clause, sentence, provision, paragraph or article of this Agreement held by a Court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

**Section 6.6**      **Applicable Law.** This Agreement shall be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Venue for any action arising under this Agreement shall be in Travis County, Texas.

**Section 6.7**      **Time is of the Essence.** Time shall be of the essence in this Agreement.

**Section 6.8**      **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their heirs, personal representatives, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

**Section 6.9**      **Saturday, Sunday, or Legal Holiday.** If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be acceptable if performed on the next business day following such Saturday, Sunday or legal holiday. For purposes of this subparagraph, "legal holiday" shall mean any state or federal holiday for which financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

**Section 6.10**     **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

**Section 6.11**     **Exhibits.** All recitals and all schedules and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

**Section 6.12**     **No Joint Venture, Partnership, Agency, Etc.** This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the Parties hereto.

*(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)*

IN WITNESS WHEREOF, this instrument is executed on the Effective Date.

WTCPUA:

**WEST TRAVIS COUNTY PUBLIC  
UTILITY AGENCY**

By: Larry Fox  
Larry Fox, President  
Board of Directors


Date: 02/19/2015

ATTEST:  
Ray Whisenant, Jr.  
Ray Whisenant, Jr., Secretary  
Board of Directors

**DEVELOPER:**

**HM Parten Ranch, LP, a Texas limited partnership**

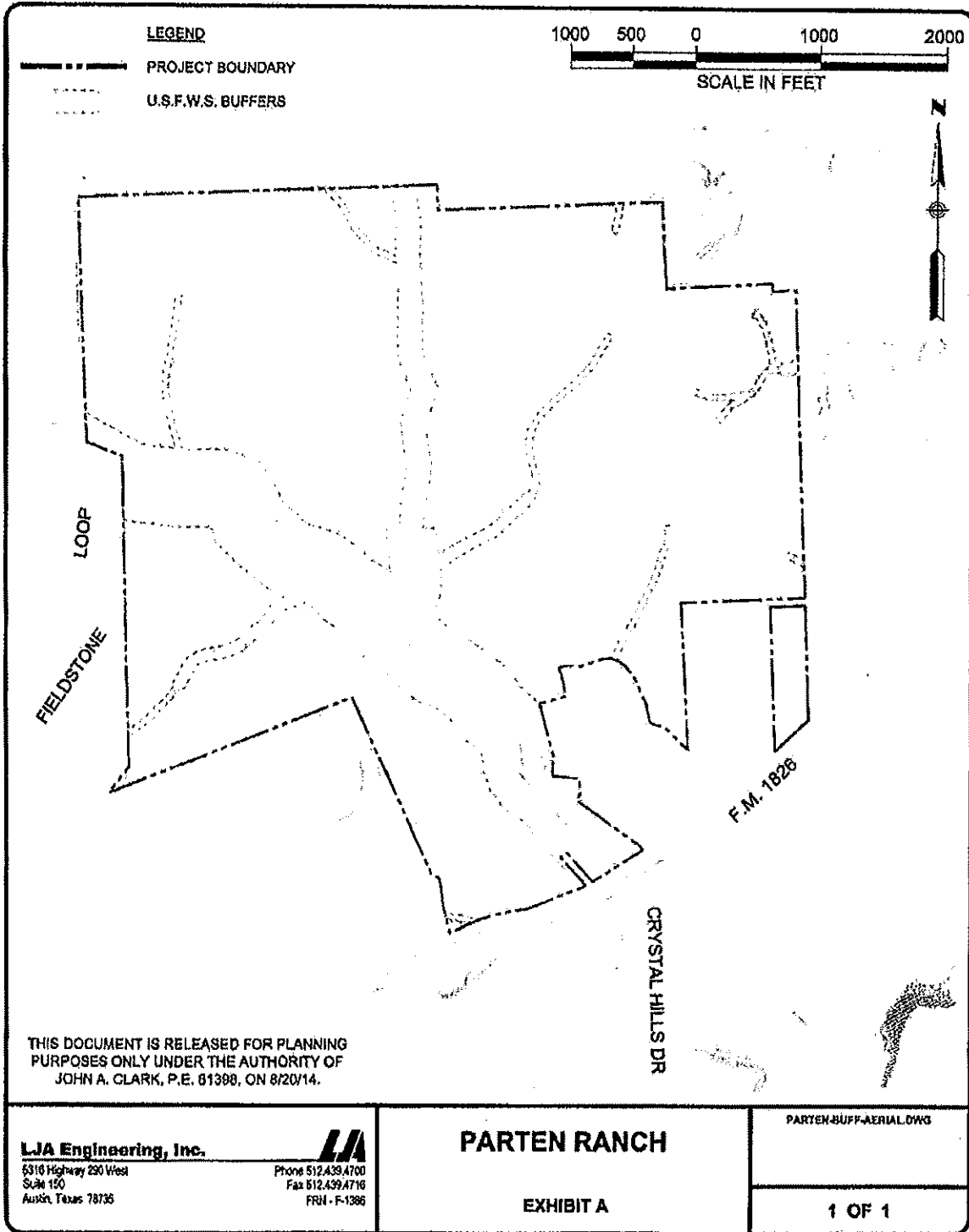
By: Hanna/Magee GP#1, Inc., a Texas corporation, its general partner

By:   
\_\_\_\_\_

Blake Magee, President

Date: 4/13/15

**EXHIBIT A**



**EXHIBIT B**

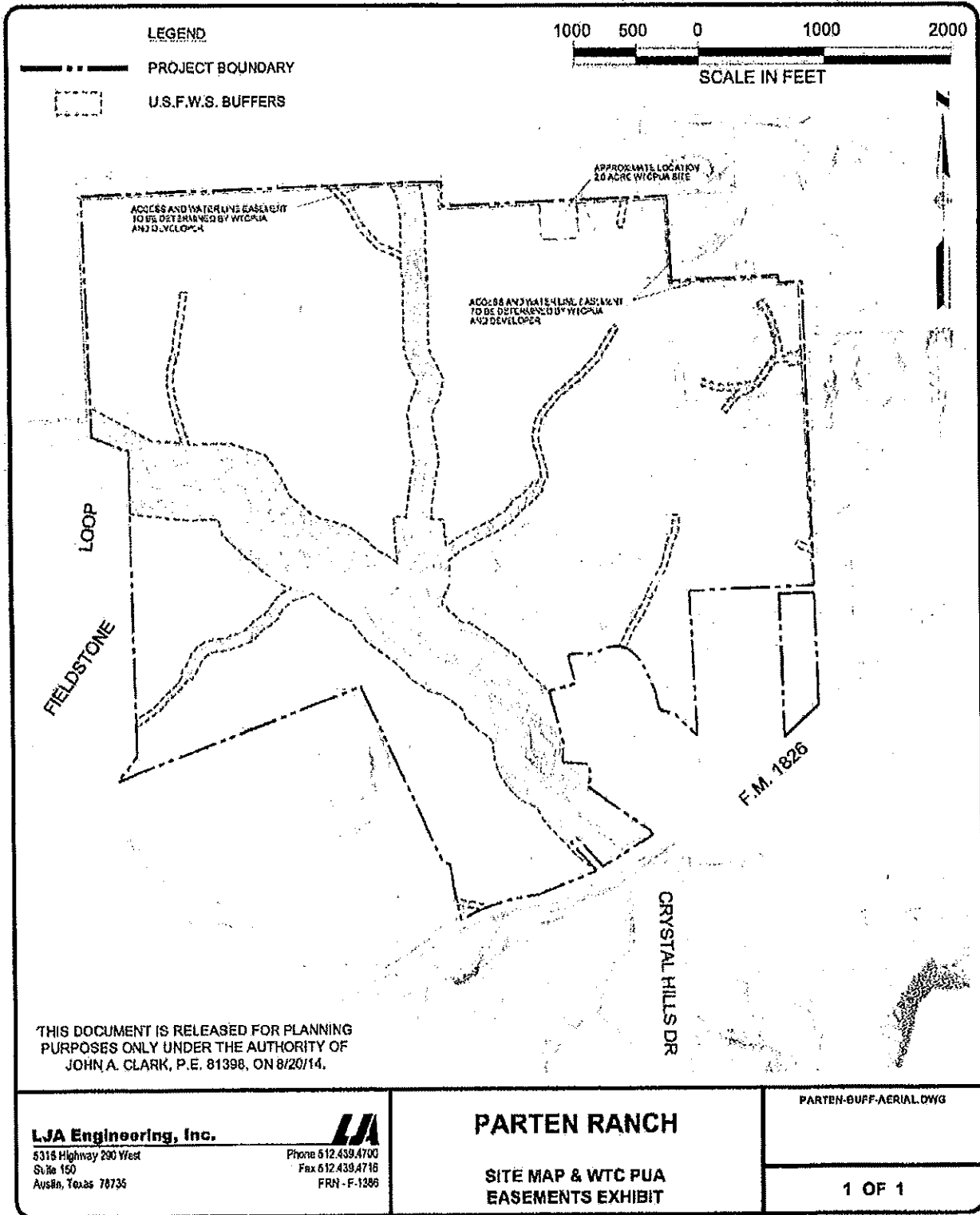




EXHIBIT C

ENGINEER'S DESIGN CERTIFICATION

The undersigned person, a professional engineer licensed with the State of Texas, hereby certifies to the following:

1. I am generally familiar with the \_\_\_\_\_ Phase \_\_\_\_ subdivision (the "Subdivision"), commonly known as "\_\_\_\_\_" which is part of a master planned development in Hays County, Texas (the "Master Development").
2. I am familiar with the Texas Commission on Environmental Quality's Edwards Aquifer Protection Program and, specifically, "Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer" published as an Appendix to the TCEQ's Regulatory Guidance Document RG-348 (February 14, 2005) approved by the United States Fish & Wildlife Service as an alternative to a no "take" determination under the Endangered Species Act ("OEM"). The OEM is incorporated herein by reference for all purposes.
3. In addition to conducting site visits of the Subdivision, I have reviewed the following plans and plats for the subdivision:
  - (a) Subdivision plat of \_\_\_\_\_, Phase \_\_\_\_\_
  - (b) Construction plans for \_\_\_\_\_, Phase \_\_\_\_\_
4. It is my opinion, as a professional engineer, that if the facilities contemplated by the above-referenced subdivision plans and plats are constructed and/or installed as contemplated, the Subdivision will be in substantial compliance with the OEM described in Paragraph 2 above, that pertain to stream buffers, permanent BMP implementation, TSS removal requirements, and measures to protect stream morphology and that the Subdivision will be in substantial compliance with the requirement that the Master Development not exceed 20% Impervious Cover on a Net Site Area basis. Furthermore, the plans, plats, deed restrictions and/or restrictive covenants for the Subdivision incorporate physical elements, such as stream buffers and permanent best management practices for the Subdivision, that are reasonably consistent with the OEM.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

(Seal) Texas Registration Number

**EXHIBIT D**

**ENGINEER'S CERTIFICATION OF ACCEPTANCE & COMPLETION**

The undersigned person, a professional engineer licensed with the State of Texas, hereby certifies to the following:

1. I am generally familiar with the \_\_\_\_\_ Phase \_\_\_\_\_ subdivision (the "Subdivision"), commonly known as "\_\_\_\_\_" which is part of a master planned development in Hays County, Texas (the "Master Development").
  
2. I am familiar with the Texas Commission on Environmental Quality's Edwards Aquifer Protection Program and, specifically, "Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer" published as an Appendix to the TCEQ's Regulatory Guidance Document RG-348 (February 14, 2005) approved by the United States Fish & Wildlife Service as an alternative to a no "take" determination under the Endangered Species Act ("OEM"). The OEM is incorporated herein by reference for all purposes.
  
3. In addition to conducting site visits of the Subdivision and having reviewed the plans and plats for the Subdivision, I have inspected the completed facilities:  
  
\_\_\_\_\_
  
4. Construction plans and plats for the Subdivision are filed as public records as follows:  
  
\_\_\_\_\_
  
5. It is my opinion, as a professional engineer, that the facilities were constructed as contemplated by the above-referenced Subdivision plans and plats and, accordingly, the Subdivision is in substantial compliance with the OEM described in Paragraph 2 above, that pertain to stream buffers, permanent BMP implementation, TSS removal requirements, and measures to protect stream morphology and that the Subdivision is in substantial compliance with the requirement that the Master Development not exceed 20% Impervious Cover on a Net Site Area basis. Furthermore, the plans, plats, deed restrictions and/or restrictive covenants for the Subdivision incorporate physical elements, such as stream buffers and permanent best management practices for the Subdivision, that are reasonably consistent with the OEM.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

(Seal) Texas Registration Number

## EXHIBIT E

### WATER CONSERVATION MEASURES

#### **Irrigation System Specifications:**

1. All newly installed irrigation systems, must be installed in accordance with state law, Title 2 Texas Water Code, Chapter 34 and Title 30 Texas Administrative Code, Chapter 344 rules, as regulated and enforced by the Texas Commission on Environmental Quality.
2. Landscape irrigation systems shall not be mandatory.
3. Landscape irrigation systems shall be designed by a licensed irrigator unless the homeowner is physically installing the system.
4. Irrigation systems shall be in accordance with TCEQ Chapter 344 requirements.
5. Irrigation systems shall be designed with:
  - a. an isolation valve between the water meter and the backflow prevention device;
  - b. a master valve installed on the discharge side of the backflow prevention device;
  - c. separate zones based on plant material type, microclimate factors, topographic features, soil conditions, hydrological requirements, and with all emission devices at the same precipitation rate;
  - d. sprinkler heads spaced for head-to-head coverage, or heads spaced according to manufacturer's recommendations and adjusted for prevailing winds;
  - e. a benchmark distribution uniformity percentage of 0.6 or higher;
  - f. no run-off, with no direct over spray onto non-irrigated areas;
  - g. pop-up spray heads and rotors set back at least 4 inches from impervious surfaces;
  - h. no above-ground spray irrigation in landscapes that are less than 48 inches;
  - i. a rain or moisture shut-off device or other technology;
  - j. depth coverage of piping in accordance with the manufacturer's specifications (if unspecified, the piping must be installed to provide minimum depth coverage of six inches of select backfill, between the top of the pipe and the natural grade of the topsoil);

- k. underground electrical wiring must be listed by Underwriters Laboratories as acceptable for underground burial, sized according to the manufacturer's recommendation, and include waterproof wire splices;
  - l. emission devices installed to operate at the minimum and not above the maximum sprinkler head pressure as published by the manufacturer for the nozzle and head spacing that is used; and
  - m. a controller capable of dual or multiple programming, with at least several start times for each irrigation program, a water budgeting feature and programmable to irrigate with a frequency of every one to ten days, or by day of week.
6. An irrigator must present the irrigation system owner with an irrigation plan drawn to scale that includes, at a minimum, the following information:
- a. the irrigator's seal, signature, and date of signing;
  - b. all major physical features and the boundaries of the areas to be watered;
  - c. a North arrow and legend;
  - d. the zone flow measurement for each zone;
  - e. location and type of controller and sensor;
  - f. location, type and size of water meter, backflow prevention, water emission device, valve, pressure regulation component, main line and lateral piping;
  - g. the scale used;
  - h. the design pressure;
  - i. monthly irrigation schedule for the plant establishment period (first three months); and
  - j. the water utility recommended watering schedule (no more than twice per week), including seasonal adjustments, in a format that can be posted by the controller box;
7. Spray irrigation for each home/business shall be limited to 2.5 times the foundation footprint, with a 12,000 sq foot maximum. The footprint may include both the house and the garage, but not the driveway or patio.
8. Irrigation systems for entryways and common areas shall incorporate design and conservation features applicable to lots within the subdivision. Drip irrigation in common areas will be used where feasible.

**Irrigation System Maintenance Specifications:**

1. The developer, builder and/or homeowner association shall follow and educate homeowners on the water utility recommended watering schedule both at residences and in common areas, as follows:

June, July, August and September – ½ inch of water twice per week

March, April, May and October – ½ inch of water once per week

November through February – turn off irrigation system

2. Irrigation systems in common areas shall be monitored once per month, and any repairs will be made in a timely manner;
3. Watering of common areas and residential landscapes shall be limited to the recommended time of day watering schedule of the water utility (no watering between 10:00 AM and 7:00 PM) unless irrigation of reclaimed water during the day is necessary to meet regulatory requirements.

**Soil Specifications:**

1. All irrigated and newly planted turf areas will have a minimum settled soil depth of 4 inches;
  - a. builders and owners will import soil if needed to achieve sufficient soil depth;
  - b. soil in these areas may be either native soil from the site or imported, improved soil;
  - c. improved soil shall have a minimum organic content of 5% or will be an amended mix of no less than twenty percent compost blended with sand and loam (caliche shall not be considered as soil);
  - d. undisturbed, non-irrigated natural areas are exempt from these requirements.
2. In new development;
  - a. native soil shall be stockpiled and reused on site;
  - b. topsoil that is added to the site shall be incorporated in a 2 to 3 inch scarified transition layer to improve drainage.

**Planting Specifications:**

1. Builders shall offer homeowner a conservation landscape option such as the LCRA Hill Country Landscape Option (HCLO) that includes only plants selected from native and adapted plant list approved by the LCRA. Turf that is used as part of this option shall have

summer dormancy capabilities. General specifications of the HCLO and the WaterWise plant list is available at <http://www.lcra.org/water/save>.

2. New developments shall have an example of a conservation landscape, including appropriate soil depth, plant choice, plant spacing and efficient irrigation system at a minimum of one model home and/or at a community/amenity center.
3. Invasive plants listed in this document shall not be used.
4. In new homes, no more than fifty percent of the landscape may be planted in turf.

**Landscape Chemical Use Specifications:**

1. Landscape companies providing maintenance on all common areas and individual landscapes must only use integrated pest management (IPM) to minimize exposure of storm water runoff to chemicals (fertilizers, herbicides and pesticides). IPM techniques shall include the following steps:
  - a. accurately identify pest or disease problem before considering treatment;
  - b. explore cultural or mechanical controls (i.e. modification of irrigation, pruning, etc.);
  - c. look for biological control options (i.e. predatory insects for pest control, Bt for caterpillar control, etc.);
  - d. consider chemical control only if other options fail;
  - e. utilize least-toxic and targeted chemical controls;
  - f. baits are preferable to broad-spectrum chemical application;
  - g. follow instructions on chemical labels exactly; and
  - h. perform periodic monitoring for early detection of potential problems.
2. Landscape companies providing maintenance on all common areas and individual landscapes shall use the following fertilizer practices;
  - a. fertilization of turf areas shall not be required;
  - b. in turf areas that are to be fertilized, natural or certified organic fertilizers with less than 4% phosphorus shall be used;
  - c. fertilizer shall be applied at a rate of ½ pound of nitrogen per 1000 square feet, not to exceed a total of one pound of nitrogen per 1000 square feet per year.

3. Builders or property managers must present guidelines for IPM plans and fertilizer practices meeting the deed restriction requirements to home buyers at the time of closing. These guidelines shall also be included in HOA or POA landscape maintenance contracts.

## List of Invasive Plants Not Acceptable for Use

The following list comes from the August 2004 edition of the Grow Green Guide to Native and Adapted Landscape Plants, available at <http://www.ci.austin.tx.us/growgreen>

### Trees to Avoid

Chinaberry	<i>Melia azedarach</i>
Chinese Parasol tree	<i>Firmiana simplex</i>
Chinese Pistache	<i>Pistacia chinensis</i>
Chinese Tallow	<i>Sapium sebiferum</i>
Mimosa (non-native)	<i>Albizzia julibrissin</i>
Paper Mulberry	<i>Broussonetia papyrifera</i>
Salt Cedar	<i>Tamarisk spp.</i>
Tree of Heaven	<i>Atlanthus altissima</i>
Vitex	<i>Vitex agnus-castus</i>
White Mulberry	<i>Morus alba</i>

### Shrubs to Avoid

Chinese Photinia	<i>Photinia spp.</i>
Common Privet	<i>Ligustrum sinense, L. vulgare</i>
Japanese Ligustrum	<i>Ligustrum lucidum</i>
Nandina (berrying varieties)	<i>Nandina domestica</i>
Pyracantha	<i>Pyracantha spp.</i>
Russian Olive	<i>Elaeagnus angustifolia</i>
Wax Leaf Ligustrum	<i>Ligustrum japonicum</i>

### Vines to Avoid

Cat's Claw Vine	<i>Macfadyena unguis-cati</i>
English Ivy	<i>Hedera helix</i>
Japanese Honeysuckle	<i>Lonicera japonica</i>
Kudzu	<i>Pueraria lobata</i>
Vinca	<i>Vinca major, V. Minor</i>
Wisteria (non-active)	<i>Wisteria sinensis, W. floribunda</i>

### Other Plants to Avoid

Elephant Ear	<i>Alocasia spp., Colocasia spp.</i>
Giant Cane	<i>Arundo donax</i>
Holly Fern	<i>Cyrtomitum falcatum</i>
Running Bamboo	<i>Phyllostachys aurea</i>



**TABLE ONE DEVELOPER AND WTCPUA OFF-SITE FACILITIES AND ANTICIPATED SCHEDULE**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
PROJECT NO.	FACILITY	RESPONSIBILITY	SCHEDULE	NO. OF WATER LUES MADE AVAILABLE TO DEVELOPMENT	COMMENTS
A.	2-acre Water storage tank site and 20-foot water line easement (location to be determined)	To be conveyed by Developer at no cost to WTCPUA	Simultaneous with WTCPUA's approval of the plans and specifications for the first Development Phase	NONE	Easement and Site to be provided at sole cost of Developer; Not Subject to Impact Fee Credits
B.	RM 1826 12-inch connection 1 and PRV Relocation	Developer	Prior to First Residential Water Connection in the Development	Upon completion of Project Nos. B, C and E by Developer. Developer shall prepay water impact fees at the time of final platting of any Development Phase. The maximum of LUEs that will be set by the WTCPUA within the Development is 130 before the Developer completes the construction of Project D below.	100% Developer Funded - Not Subject to Impact Fee Credits - Developer Designed and Construction with WTCPUA Approval
C.	Sawyer Ranch Road 12-inch Connection	Developer	Within 12 months of first residential water connection in the Development	No Additional Water LUEs	To be constructed by Developer unless previously constructed as part of the Highpointe development project. 100% Developer funded-- Not subject to Impact Fee Credits--Developer designed and constructed subject to WTCPUA approval

D. <sup>1</sup>	Highpointe-Parten Ranch 12-inch Connection	Developer	The earlier of the date the final platting of the 131 <sup>st</sup> Development lot or fifth anniversary date of the setting of the first residential water connection in the Development	Upon completion of Project D by Developer. Developer shall prepay water impact fees at the time of final platting of any Development Phase. The maximum number of LUEs that will be set by the WTCPUA within the Development is 300.	100% Developer Funded - Not Subject to Impact Fee Credits - Developer Designed and Constructed With WTCPUA Approval
E. <sup>1</sup>	RM 1826 12-inch Connection 2	Developer	The earlier of the date the final platting of the 131 <sup>st</sup> Development lot or fifth anniversary date of the setting of the first residential water connection in the Development	No Additional Water LUEs	100% Developer Funded - Not Subject to Impact Fee Credits - Developer Designed and Construction with WTCPUA Approval
F.	Off-Site 1340 600,000 gallon Elevated Storage Tank	WTCPUA	Constructed by the WTCPUA following the 75/90 Guideline as applied to water service requirements within the WTCPUA's 1308 Pressure System/Service Area and provided the Developer has prepaid water impact fees for the first 300 Development lots whether or not such lots have been final platted.	Developer will be able to continue Final Plat any Development phase beyond the 301 <sup>st</sup> Final Platted lot up to 585 LUEs of water service within the Development provided Developer shall prepay water impact fees at the time of final platting of any Development Phase. The maximum number of LUEs that will be set by the WTCPUA within the Development is 585.	WTCPUA Capital Project to be 100% funded by WTCPUA, in part With Developer Funded Water Impact Fees

<sup>1</sup> Developer has option to construct Project Nos. D and E in any order, provided both projects are constructed in accordance with their respective Column 5 conditions and provided both are constructed prior to the Developer final platting of any Development Phase beyond the 301<sup>st</sup> residential lot.

G.	Off-Site 1340 20-inch, 9,500 LF Water Transmission Main	WTCPUA	Same as F.	Same as F.	WTCPUA Capital Project to be 100% funded by WTCPUA, in part With Developer Funded Water Impact Fees
H.	Off-Site County Line 3,500 gpm Pump Station Modifications and Upgrades	WTCPUA	Same as F.	Same as F.	WTCPUA Capital Project to be 100% funded by WTCPUA, in part With Developer Funded Water Impact Fees

# TAX CERTIFICATE

Jenifer O'Kane Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2018

**Entities to which this certificate applies:**

GHA - Hays County  
 ENR - North Hays County ESD #1  
 MSH - SPRINGHOLLOW MUD

RSP - Special Road Dist  
 FNW - Hays County ESD #6  
 SDS - Dripping Springs ISD

**Property Information**

Property ID : 10-0018-0008-00000-4  
 Quick-Ref ID : R12431

**Value Information**

	Land HS	:	\$0.00
16000 FM 1826 AUSTIN TX	Land NHS	:	\$480,170.00
78737	Imp HS	:	\$0.00
	Imp NHS	:	\$0.00
A0018 A0018 - SEABORN J	Ag Mkt	:	\$253,770.00
WHATLEY SURVEY, ACRES	Ag Use	:	\$3,790.00
108.172	Tim Mkt	:	\$0.00
	Tim Use	:	\$0.00
	HS Cap Adj	:	\$0.00
	Assessed	:	\$483,960.00

**Owner Information**

Owner ID : 00214622  
 HM PARTEN RANCH DEVELOPMENT  
 INC  
 1011 N LAMAR BLVD  
 AUSTIN, TX 78703  
 Ownership: 100.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
RSP	2018	1,260.35	0.00	0.00	0.00	0.00
GHA	2018	11,894.00	0.00	0.00	0.00	0.00
FNW	2018	2,278.98	0.00	0.00	0.00	0.00
ENR	2018	788.89	0.00	0.00	0.00	0.00
SDS	2018	43,596.80	0.00	0.00	0.00	0.00
MSH	2018	12,117.82	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2019 : \$0.00

Total due on all bills 6/30/2019 : \$0.00

2018 taxes paid for entity RSP \$1,260.35

2018 taxes paid for entity GHA \$11,894.00

2018 taxes paid for entity FNW \$2,278.98

2018 taxes paid for entity ENR \$788.89

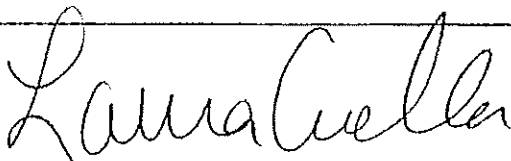
2018 taxes paid for entity SDS \$43,596.80

2018 taxes paid for entity MSH \$12,117.82

**2018 Total Taxes Paid : \$71,936.84**

**Date of Last Payment : 02/01/19**

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate. ]



Signature of Authorized Officer of the Tax Office

Date of Issue : 06/18/2019  
 Requestor : HM PARTEN RANCH DEVELOPMENT IN  
 Receipt : KY-2019-54665  
 Fee Paid : \$10.00  
 Payer : HM PARTEN RANCH DEVELOPMENT IN

# TAX RECEIPT

Jenifer O'Kane Tax Assessor-Collector, Hays County  
712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: KY-2019-54665

Payor: HM PARTEN RANCH DEVELOPMENT INC  
(00214622)  
1011 N LAMAR BLVD  
AUSTIN, TX 78703

Owner: HM PARTEN RANCH DEVELOPMENT INC  
(00214622)  
1011 N LAMAR BLVD  
AUSTIN, TX 78703

Quick Ref ID: R12431  
Owner: HM PARTEN RANCH DEVELOPMENT INC  
(00214622) - 100%  
Owner Address: 1011 N LAMAR BLVD  
AUSTIN, TX 78703

Property: 10-0018-0008-00000-4  
Legal Description: A0018 A0018 - SEABORN J WHATLEY  
SURVEY, ACRES 108.172  
Situs Address: 16000 FM 1826 AUSTIN TX 78737

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	<b>Total Payment Amount</b>	<b>10.00</b>
	Check Payment (Ref # 7221) Tendered	10.00
	<b>Total Tendered</b>	<b>10.00</b>
	Remaining Balance Due, including other fees, as of 6/18/2019	0.00

Date Paid: 06/18/2019  
Effective Date: 06/18/2019  
Station/Till: laurac/Laura's Till  
Cashier:

# TAX CERTIFICATE

Jenifer O'Kane Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2018

**Entities to which this certificate applies:**

GHA - Hays County  
 ENR - North Hays County ESD #1  
 MSH - SPRINGHOLLOW MUD

RSP - Special Road Dist  
 FNW - Hays County ESD #6  
 SDS - Dripping Springs ISD

Property Information		Value Information	
Property ID : 10-0362-0003-00000-4		Land HS	: \$0.00
Quick-Ref ID : R159927		Land NHS	: \$0.00
FM 1826 AUSTIN TX 78737		Imp HS	: \$0.00
		Imp NHS	: \$0.00
A0362 JAMES B PIER		Ag Mkt	: \$756,840.00
SURVEY, ACRES 90.232		Ag Use	: \$9,150.00
		Tim Mkt	: \$0.00
		Tim Use	: \$0.00
		HS Cap Adj	: \$0.00
		Assessed	: \$9,150.00

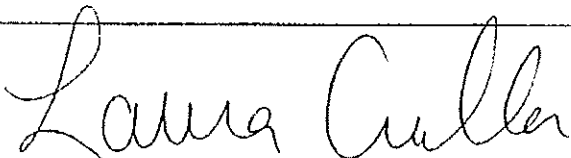
Owner Information
Owner ID : 00214622
HM PARTEN RANCH DEVELOPMENT INC 1011 N LAMAR BLVD AUSTIN, TX 78703
Ownership: 100.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
RSP	2018	4.01	0.00	0.00	0.00	0.00
GHA	2018	35.67	0.00	0.00	0.00	0.00
FNW	2018	7.18	0.00	0.00	0.00	0.00
ENR	2018	2.75	0.00	0.00	0.00	0.00
SDS	2018	139.09	0.00	0.00	0.00	0.00
MSH	2018	7,568.40	0.00	0.00	0.00	0.00

**Total for current bills if paid by 6/30/2019 : \$0.00**  
**Total due on all bills 6/30/2019 : \$0.00**  
 2018 taxes paid for entity RSP \$4.01  
 2018 taxes paid for entity GHA \$35.67  
 2018 taxes paid for entity FNW \$7.18  
 2018 taxes paid for entity ENR \$2.75  
 2018 taxes paid for entity SDS \$139.09  
 2018 taxes paid for entity MSH \$7,568.40  
**2018 Total Taxes Paid : \$7,757.10**  
**Date of Last Payment : 02/01/19**

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate. }

  
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 Signature of Authorized Officer of the Tax Office

Date of Issue : 06/18/2019  
 Requestor : HM PARTEN RANCH DEVELOPMENT IN  
 Receipt : KY-2019-54664  
 Fee Paid : \$10.00  
 Payer : HM PARTEN RANCH DEVELOPMENT IN

# TAX RECEIPT

Jenifer O'Kane Tax Assessor-Collector, Hays County  
712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: KY-2019-54664

Payor: HM PARTEN RANCH DEVELOPMENT INC  
(O0214622)  
1011 N LAMAR BLVD  
AUSTIN, TX 78703

Owner: HM PARTEN RANCH DEVELOPMENT INC  
(O0214622)  
1011 N LAMAR BLVD  
AUSTIN, TX 78703

Quick Ref ID: R159927  
Owner: HM PARTEN RANCH DEVELOPMENT INC  
(O0214622) - 100%  
Owner Address: 1011 N LAMAR BLVD  
AUSTIN, TX 78703

Property: 10-0362-0003-00000-4  
Legal Description: A0362 JAMES B PIER SURVEY, ACRES  
90.232  
Situs Address: FM 1826 AUSTIN TX 78737

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	<b>Total Payment Amount</b>	<b>10.00</b>
	Check Payment (Ref # 7221) Tendered	10.00
	Total Tendered	10.00
	Remaining Balance Due, including other fees, as of 6/18/2019	0.00

Date Paid: 06/18/2019  
Effective Date: 06/18/2019  
Station/Till: laurac/Laura's Till  
Cashier:

# TAX CERTIFICATE

Jenifer O'Kane Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2018

**Entities to which this certificate applies:**

GHA - Hays County  
 ENR - North Hays County ESD #1  
 MSH - SPRINGHOLLOW MUD

RSP - Special Road Dist  
 FNW - Hays County ESD #6  
 SDS - Dripping Springs ISD

**Property Information**

**Owner Information**

Property ID : 10-0323-0005-00000-4  
 Quick-Ref ID : R16615

Owner ID : 00214622

	Value Information	
	Land HS	: \$0.00
1600 FM 1826 AUSTIN TX 78737	Land NHS	: \$79,930.00
	Imp HS	: \$0.00
	Imp NHS	: \$0.00
A0323 LAMAR MOORE SURVEY, ACRES 225.32	Ag Mkt	: \$1,448,870.00
	Ag Use	: \$21,650.00
	Tim Mkt	: \$0.00
	Tim Use	: \$0.00
	HS Cap Adj	: \$0.00
	Assessed	: \$101,580.00

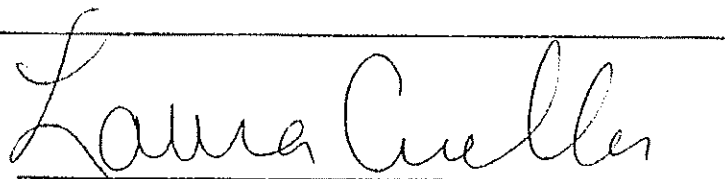
HM PARTEN RANCH DEVELOPMENT  
 INC  
 1011 N LAMAR BLVD  
 AUSTIN, TX 78703  
 Ownership: 100.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty. Fee	TOTAL
RSP	2018	218.86	0.00	0.00	0.00	0.00
GHA	2018	2,060.47	0.00	0.00	0.00	0.00
FNW	2018	395.61	0.00	0.00	0.00	0.00
ENR	2018	137.53	0.00	0.00	0.00	0.00
SDS	2018	7,571.82	0.00	0.00	0.00	0.00
MSH	2018	16,083.41	0.00	0.00	0.00	0.00

**Total for current bills if paid by 6/30/2019 : \$0.00**  
**Total due on all bills 6/30/2019 : \$0.00**  
 2018 taxes paid for entity RSP \$218.86  
 2018 taxes paid for entity GHA \$2,060.47  
 2018 taxes paid for entity FNW \$395.61  
 2018 taxes paid for entity ENR \$137.53  
 2018 taxes paid for entity SDS \$7,571.82  
 2018 taxes paid for entity MSH \$16,083.41  
**2018 Total Taxes Paid : \$26,467.70**  
**Date of Last Payment : 02/01/19**

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate. ]

  
 Signature of Authorized Officer of the Tax Office

Date of Issue : 06/18/2019  
 Requestor : HM PARTEN RANCH DEVELOPMENT IN  
 Receipt : KY-2019-54663  
 Fee Paid : \$10.00  
 Payer : HM PARTEN RANCH DEVELOPMENT IN



# TAX RECEIPT

Jenifer O'Kane Tax Assessor-Collector, Hays County  
712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: KY-2019-54663

Payor: HM PARTEN RANCH DEVELOPMENT INC  
(O0214622)  
1011 N LAMAR BLVD  
AUSTIN, TX 78703

Owner: HM PARTEN RANCH DEVELOPMENT INC  
(O0214622)  
1011 N LAMAR BLVD  
AUSTIN, TX 78703

Quick Ref ID: R16615  
Owner: HM PARTEN RANCH DEVELOPMENT INC  
(O0214622) - 100%  
Owner Address: 1011 N LAMAR BLVD  
AUSTIN, TX 78703

Property: 10-0323-0005-00000-4  
Legal Description: A0323 LAMAR MOORE SURVEY,  
ACRES 225.32  
Situation Address: 1600 FM 1826 AUSTIN TX 78737

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	<b>Total Payment Amount</b>	<b>10.00</b>
	Check Payment (Ref # 7221) Tendered	10.00
	<b>Total Tendered</b>	<b>10.00</b>
	Remaining Balance Due, including other fees, as of 6/18/2019	0.00

Date Paid: 06/18/2019  
Effective Date: 06/18/2019  
Station/Till: laurac/Laura's Till  
Cashier: