

WASTEWATER UTILITY SERVICE AND FEE AGREEMENT

This Wastewater Utility Service and Fee Agreement (“**Agreement**”) is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (“**City**”), and Tri Pointe Homes Texas, Inc., a Texas corporation authorized to conduct business in Texas (“**Owner**”).

RECITALS:

- A. Pursuant to that certain Purchase and Sale Agreement dated April 21, 2025 (the “**PSA**”), Owner is presently under contract to purchase approximately +/- 14 acres of property shown in black outline on the attached Exhibit A (the “**Land**”) as more particularly described on Exhibit B from Cypress Fork Ranch, L.P. (“**Seller**”), which Land is located wholly within the City and in Hays County, Texas (the “**County**”);
- B. Owner intends to develop the Land as a residential community with improvements and infrastructure pursuant to a final plat and approved construction plan to be approved by the City (the “**Project**”);
- C. Pursuant to that certain Wastewater Capacity Reservation (“**Capacity Agreement**”) entered into by the City and Seller dated April 4, 2022, the City agreed to reserve eighty (80) wastewater LUEs (defined below) with respect to that certain 54.0822 acre tract owned by Seller in which the Land is included;
- D. Pursuant to the PSA, Owner is entitled to an assignment from Seller of eighteen (18) LUE’s in the System (defined below) (which eighteen (18) LUEs are taken from the eighty (80) LUEs that were allocated to Seller in the Capacity Agreement) at the closing of the purchase and sale of the Land from Seller to Owner;
- E. No sewer collection treatment and disposal system presently exists to serve the Land;
- F. Owner desires to receive wastewater service for the Land through the System and to connect to the System;
- G. Subject to the terms of this Agreement, the City will allow Owner to receive wastewater service for the Land through the System and to connect eighteen (18) LUEs to the System;
- H. This Agreement is necessary to protect the health, safety, and general welfare of the community, to limit the harmful effects of substandard subdivisions.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

ARTICLE I DEFINITIONS

- 1.1 Agreement.** This agreement between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.
- 1.2 Chapter 395:** Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.
- 1.3 City.** The City of Dripping Springs, an incorporated Type A, general law municipality located in Hays County, Texas.
- 1.4 City Engineer:** The person or firm designated by the City Council as the wastewater engineer for the City.
- 1.5 City Utility Standards.** City standards for design, location, construction, installation and operation of water, wastewater and drainage utility infrastructure, as of the date of this Agreement, and expressly including the following chapters of the City's Code of Ordinances and all related regulations and permits:
- (a) Utilities (Chapter 20)
 - (b) Development and Water Quality Protection (Chapter 22)
 - (c) Building Regulations (Chapter 24)
 - (d) Subdivision and Site Development (Chapter 28)
- 1.6 Connection Point.** The location where the Offsite Facilities connect to the System as shown on the attached Exhibit C.
- 1.7 Contractor.** A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land, as further described in §3.2.
- 1.8 Development.** The development on the Land, consisting of improvements and infrastructure to be constructed in accordance with the final plat and approved construction plan.
- 1.9 Discharge Permit.** The Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003) which City has obtained from TCEQ.
- 1.10 Effective Date.** The date set forth as the Effective Date in § 8.13 below.
- 1.11 Impact Fees.** Impact Fees adopted by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance.
- 1.12 LUE.** Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.
- 1.13 Notice.** Notice as defined in § 8.2 of this Agreement.
- 1.14 Onsite Facilities.** All wastewater facilities, equipment or related improvements necessary to serve the Land between the structures on the Land. To the extent that any lift stations are

required to pump the wastewater to the Connection Point, such lift station would be included in the definition of Onsite Facility.

1.15 Offsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land and not located on the Land and being located between the Onsite Facilities and the Connection Point.

1.16 Party. Individually, City or Owner and any successors and assigns, as permitted by this Agreement.

1.17 Pump & Haul Facilities. The facilities located on the Land for the removal or treatment of sewage from the Land through pump and haul and related infrastructure intended for the temporary use (although of uncertain duration) until the System facilities are sufficient to accept the wastewater from the Land.

1.18 South Regional Wastewater Treatment Plant or “WWTP”. The wastewater treatment facility that is currently authorized by TCEQ Permit No. WQ0014488001 and that is located approximately 0.55 mile east of the intersection of Ranch Road 12 and Farm-to-Market Road 150, as measured along Farm-to-Market Road 150, and from that point, approximately 1,110 feet south of Farm-to-Market Road 150.

1.19 System. City’s South Regional Wastewater Treatment System, including City’s WWTP, the plant and facilities to be constructed pursuant to the Discharge Permit, and all of City-owned collection facilities transporting wastewater to that plant.

1.20 TCEQ. Texas Commission on Environmental Quality, or its successor agencies.

1.21 Unit. A structure located on the Land that is assigned a wastewater LUE by City.

ARTICLE II SERVICE TO THE DEVELOPMENT

2.1 City Wastewater Service. Notwithstanding anything contained in this Agreement to the contrary, except with regard to the Pump & Haul Facilities, City will be the exclusive provider of wastewater collection and treatment service to the Development through the facilities that will be constructed pursuant to the Discharge Permit in an amount up to eighteen (18) residential LUEs. City will make this retail wastewater service available to the Land upon Owner’s construction and connection of the Onsite Facilities and Offsite Facilities to the Connection Point pursuant to this Agreement and upon the construction and operation of the facilities necessary to operate the Discharge Permit facilities. In other words, until the Discharge Permit Facilities are operational and available, the City System will not be available to serve the Land. Additional LUEs will not be made available to the Land except as may be agreed in writing by City from time to time.

2.2 Initial City Wastewater Service. Upon approval of final plat(s) and Owner's completion of the Onsite and Offsite Facilities for the Land in accordance with the City Utility Standards, and upon the City's construction and operation of the facilities necessary to operate the Discharge Permit facilities, City shall make available to the Land, the equivalent flow of eighteen (18) LUE's of wastewater capacity in the System.

2.3 Pump and Haul Facilities.

a. Prior to the City providing service to the Land, Owner may construct and operate Pump & Haul Facilities for up to twelve (12) LUEs through April 30, 2028, and thereafter up to eighteen (18) LUEs, as a temporary solution to wastewater needs of the Development. Use of the Pump & Haul Facilities must be terminated as quickly as possible as soon as the City Discharge Permit facilities are operational and available to transport and process wastewater. The Parties both agree that Pump & Haul is not the preferred method of wastewater treatment and will be terminated as quickly as feasible following the completion of the City Discharge Permit facilities and same becoming operational. City commits to pursue construction of the Discharge Permit facilities and to commence the operation of same as quickly as feasible. Owner commits to converting from Pump & Haul to the City System as quickly as is commercially feasible following the completion and operationality of such Discharge Permit facilities. Upon converting from Pump & Haul to the City System, Owner shall remove at its own expense all Pump & Haul Facilities that will not be utilized for the City System.

b. No building permits or certificates of occupancy shall be issued for buildings in the Project until after all Onsite and Offsite Facilities are constructed and Owner is in full compliance with the following terms and conditions:

1. The Pump and Haul Facilities necessary to provide pump and haul service to the Unit for which a building permit or a certificate of occupancy is to be issued have been completed and passed inspection by City, and wastewater service by pump and haul under this Agreement is otherwise available to the Unit.
2. Owner is in compliance with the terms and conditions of this Agreement.
3. Owner demonstrates to City that Owner has a current contract with a pump and haul provider that meets the requirements of this Agreement.
4. All other conditions for issuance of a Unit building permit or certificate of occupancy set forth in applicable local (as modified by this Agreement), state, or federal regulations have been met.

c. Service Provided. In consideration for City authorizing the issuance of building permits and certificates of occupancy as provided herein, Owner, at its sole cost and expense, shall cause wastewater from the Development to be pumped and hauled and disposed of in a manner that is compliant with applicable local, state, and federal

regulations, until such time that the Discharge Permit facilities is capable of receiving the wastewater generated at the Development. Design of and specifications related to the Pump & Haul Facilities must be provided to City Engineer for approval and must be approved by City Engineer prior to installation of such facilities. Owner is solely responsible for all design, construction, costs, and operation of the Pump & Haul Facilities. Costs related to the design, construction, and operation of the Pump & Haul facilities are not eligible to be reimbursed in any manner. Owner is solely responsible for the costs of all design, construction, operation, and removal of the Pump & Haul Facilities. Owner shall maintain all Pump & Haul Facilities in good repair and working condition and assure that all wastewater effluent is managed in compliance with applicable law. Owner will report any spills or leaks from the Pump & Haul Facilities to the Deputy City Administrator immediately, but no later than twenty-four (24) hours of discovery. Owner will cooperate with City to provide any information to and file any reports with the Texas Commission on Environmental Quality or successor agency (the “TCEQ”) as required by law. Owner shall further comply with and cause the company supplying pump and haul services to comply with the terms of service set forth in Exhibit E. Upon termination of use of the Pump & Haul Facilities Owner will remove at its sole cost and expense the Pump & Haul Facilities (except for those facilities that will be used for the Onsite or Offsite Facilities). Pump and Haul service shall be temporary and shall be terminated as soon as is commercially feasible following the completion and operationality of such Discharge Permit facilities and replaced with wastewater service through the City System. Wastewater Service through pump and haul facilities on the Land shall not exceed twelve (12) LUEs through April 30, 2028, and thereafter up to eighteen (18) LUEs.

d. Pump and Haul Provider. Owner shall contract with a company that holds all licenses required by the TCEQ and has the experience, expertise and financial capacity (the “**Provider**”) to pump and haul wastewater from the Development and to maintain all Pump and Haul facilities. The Provider shall also not owe any delinquent taxes or fees to City nor shall the Provider be in material default under any agreement by and between the Provider and City. Owner shall further maintain with City at all times the Provider’s current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to wastewater disposal. The Provider shall maintain insurance in an amount that is reasonably acceptable to City.

e. Fees and Charges. City shall charge and collect standard wastewater rates and fees (including impact fees) to customers on a particular lot receiving wastewater service through Pump & Haul Facilities (hereafter “**Pump and Haul Lot**”). The monthly fees and charges charged to the Pump and Haul Lot customer will be equivalent to an estimated average of that charged to other residential City customers that are not utilizing a pump and haul system. Fees and charges to Pump and Haul Lot customers shall not be calculated to pay the costs and expenses of the Pump & Haul Facilities. Until the Pump and Haul Lots are converted to permanent wastewater service, the money collected for the monthly wastewater charge shall be delivered to Owner (less a 6% administrative charge) to assist with the costs of operating the pump and haul system. Owner understands and agrees that it will not likely recoup the costs of pump and haul from users of the Pump &

Haul Facilities, and that Owner is responsible for any deficiency in its operation. Owner will receive no impact fee credit or reimbursement for Pump & Haul Facilities or for the removal of any Pump & Haul Facilities.

f. Records. Owner shall make commercially reasonable efforts to cause the Provider to maintain complete records of the pump and haul service provided, and Owner shall maintain with City a copy of any reports required by applicable state and federal regulations, related to providing pump and haul services.

g. Transition of Services. City and Owner shall reasonably cooperate to smoothly transition wastewater service from Owner to City upon transition of wastewater service to the City System.

h. Enforcement Actions. In the event that the EPA or the TCEQ issues any form or order or penalty for violations of applicable law resulting from the Pump and Haul services provided under this Agreement, Owner shall be responsible for payment of said penalties within the time required under the order or applicable law.

i. Notice of Agreement and Pump and Haul Services. Upon Owner's closing of the purchase of the Land from Seller, a memorandum of this Agreement ("Memorandum") acceptable to City and Owner shall be recorded in the Official Public Records of Hays County, Texas that places prospective property owners on notice that wastewater service may be provided by pump and haul service. Owner shall further give notice to purchasers of lots within the Development that wastewater service will be provided by pump and haul until completion of the Package Plant or System improvements and shall cause homebuilders who purchase lots within the Development to give such notice to subsequent purchasers.

2.4 No Commercial Development. Owner does not plan any commercial development on the Land. Amenity center facilities shall not be considered "commercial development" and all LUEs applicable to the amenity center facilities are considered to be residential LUEs.

2.4 Final Plat and Approved Construction Plan. Nothing in this Agreement approves Owner's application for the preliminary or final plats and approved construction plans for the Land, which remains subject to approval under City ordinances and regulations governing such approvals.

ARTICLE III INFRASTRUCTURE CONSTRUCTION, CONNECTION AND DEDICATION

3.1 Construction Standards. Owner shall construct all Onsite Facilities and Offsite Facilities in compliance with (a) this **Article 3**; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

3.2 Construction in Phases. The Onsite Facilities and Offsite Facilities may be constructed in separate phases, and as such, the requirements in this Agreement apply separately to each phase.

3.3 Onsite Facilities. Owner is required to fund, construct and install the Onsite Facilities within the Development. Except for individual service connections to dwelling units on the Land, upon acceptance by City, the Onsite Facilities shall be dedicated to City and such facilities shall be owned, operated and maintained by City. The Onsite Facilities are to be built at Owner's sole cost.

3.4 Construction Warranty and Guarantee. Any facilities to be dedicated to City shall have a contract warranty with a guarantee of 2 years, enforceable by City as both Owner's assignee and as a third-party beneficiary. In addition, Owner's contract(s) with its Contractor for the construction of any facilities to be dedicated to City (including the Offsite Facilities) shall: (i) state that the "OWNER" includes Owner and its permitted assigns, including City, and (ii) include the following provision:

"Immediately before the expiration of the two-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and Owner. The Engineer and Owner shall be given not less than 20 days notice prior to the anticipated date of Guarantee expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.

During the guarantee period, where any portion of the Work is found to be defective and requires replacement, repair or adjustment (whether as a result of the foregoing inspection or otherwise), the CONTRACTOR shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and Owner, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

The CONTRACTOR shall not be responsible for correction of work which has been damaged because of neglect or abuse."

Owner shall provide a copy of the contract to City upon execution, assign the contract to City and shall immediately advise City of any notice it receives under this provision, and send City a copy of the notice as provided in this Agreement.

3.5 Onsite Facilities. Owner is required to construct, install, operate and maintain all Onsite Facilities at its cost until such time as such Onsite Facilities are dedicated to the City. Owner agrees to complete the Onsite Facilities within two years of the City's issuance of the Site Development Permit for the Land.

3.6 Offsite Facilities. Owner is required to construct and install all Offsite Facilities at its cost. Owner agrees to complete the Offsite Facilities within two years of the City's issuance of the Site Development Permit for the Land.

3.7 Construction Plan Review and Approval. City has the right to review and approve all plans and specifications for the Onsite Facilities and Offsite Facilities (jointly herein referred to as the “**Facilities**”), and to charge applicable City review and approval fees. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for the Facilities with City for review and approval. Construction of the Facilities shall not begin until the plans and specifications have been reviewed and accepted by City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by Owner’s contractor(s) and the City Engineer, and the applicable City fees have been paid. City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

3.8 City Inspections. City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of, all Facilities, including any connections to onsite structures and to City’s System. In addition, Owner or its Contractor shall notify City when the Facilities are ready for final inspection and connection to City’s System. If City concurs that construction of the Facilities is substantially complete, then City will schedule a final inspection by City within twenty (20) days. After such final inspection, Owner shall timely correct any punch list items.

3.9 Review and Inspection Fees. Owner shall pay all of the City Engineer’s fees for review of plans, and the construction phase(s) and final inspections.

3.10 Connection to the System. After the permanent connection to the System, Owner shall connect all wastewater flows up to 18 LUEs from the Land to the System in compliance with the City’s Wastewater Ordinance.

3.11 Delivery of Drawings. Owner shall cause to be delivered to City mylar as-built drawings and electronic files for all Onsite Facilities and Offsite Facilities within thirty (30) days after final inspection and approval.

ARTICLE IV EASEMENTS

4.1 Onsite Facility Easements. Owner shall acquire and maintain all easements necessary for Onsite Facilities at no cost to City.

4.2 Offsite Facility Easements. Owner shall acquire all easements necessary for Offsite Facilities at no cost to City, provided however that if City has existing easements that can be used for Offsite Facilities, City shall allow their use at no expense to Owner. Owner agrees that it will acquire at its cost such Offsite Facility easement(s) in the location shown in orange on Exhibit A connecting the land to the Western Interceptor. Such easement(s) shall allow for a 12” wastewater line to be constructed, operated and maintained therein. Owner also agrees that it will convey at its cost as an Offsite Facility Easement the easement shown in green on Exhibit A (eastern edge of the Land) to allow for a 12” wastewater line (to be constructed, operated and maintained by City or other wastewater users authorized by City). Prior to serving the land with wastewater service, Owner shall convey provide to City at no cost those Offsite Facility easements described in this Section 4.2 in a form acceptable to City (an example of which is attached hereto as Exhibit

D, however the City shall consider other forms which satisfy the express terms of this Section 4.2, specifically easements granted to Owner which may be dedicated or assigned to the City following construction of the Offsite Facilities therein).

4.3 Easements from Owner. Owner shall provide to City at no cost such non-exclusive easement or easements, if necessary, to access the Development's private roadways to access Onsite Facilities, Offsite Facilities and Wastewater Facilities, as applicable. Prior to execution of any such easement, Owner agrees that City shall have a reasonable right of access to any roadway or designated trail on the Land for ingress or egress to Onsite Facilities and Offsite Facilities.

ARTICLE V FEES AND CHARGES

5.1 Impact Fees. Upon application to the City for the final plat of the Development, Owner shall pay to City the Impact Fees for all 18 LUEs in the amount specified by Chapter 20, Article 20.02.005 (1) (B) of City's Code of Ordinances (the "Impact Fee Ordinance"). Connection of any structure on the Land to a Pump & Haul facility or the System is prohibited until Owner pays the Impact Fees as required herein. This Agreement is an agreement providing for the time and method of payment of the Impact Fees. Owner is not entitled to any reimbursement of Impact Fees.

5.2 Beneficial Reuse Infrastructure. Rather than provide beneficial reuse infrastructure on the Land, Owner shall pay the amount specified for by Chapter 22, Article 22.06.007 of the City's Code of Ordinances for 18 LUEs upon application to the City for the final plat of the Development.

ARTICLE VI TERM AND TERMINATION

6.1 Term. This Agreement remains in effect so long as City is providing wastewater service to the Development, unless otherwise expired or terminated under this Article VII or otherwise rendered null and void by the terms of this Agreement.

6.2 Termination for Breach.

- (a) If Owner breaches this Agreement, then City may send a notice of default to Owner. The notice must include a reasonable description of the breach. If Owner fails to cure the breach within 60 days of that notice (including payment of all past-due amounts), then City may send a second notice describing the breach and Owner's failure to cure. Owner's failure to cure the breach within 30 days after the second notice gives City the right to terminate this Agreement by sending a termination notice to Owner. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement, and Owner will not receive any refunds of amounts already paid to City under this Agreement. Owner expressly agrees that its forfeiture of such amounts, to be retained by City upon termination under this § 6.2(a), is a reasonable amount of liquidated damages to City for such breach of this Agreement, in addition to

actual damages, if any, should Owner improperly connect to or tamper with City's System during construction.

- (b) If City breaches this Agreement, Owner may send a notice of default to City. The notice must include a reasonable description of the breach. If City fails to cure the breach within 60 days of that notice, then Owner may send a second notice describing the breach and City's failure to cure. If City's breach is a failure to commence wastewater service to the Development as provided in §2.1, and if Owner is not in breach of this Agreement, then City's failure to cure the breach within 30 days after the second notice gives Owner the right to:
- (1) require City's specific performance of its express obligations under this Agreement, subject to the other terms of this Agreement including Force Majeure;
 - (2) such other remedies at law or in equity as may be appropriate in order to remedy the specific breach of the City's obligations under this Agreement; or
 - (3) terminate this Agreement by sending a termination notice to City and, upon such notice and termination, to receive a refund (without interest) of all Impact Fees and Delayed Connection Fees paid to City under this Agreement. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement except its refund obligation under this §6.2(b)(2).

ARTICLE VII MISCELLANEOUS

7.1 Governing Law, Jurisdiction and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

7.2 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or

legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To City:

City of Dripping Springs, Texas
Attn: City Secretary
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

City of Dripping Springs, Texas
Attn: City Administrator
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

To Owner:

Tri Pointe Homes Texas, Inc.
Attention: Pat Helgeson
13640 Briarwick Dr., Suite 170
Austin, Texas 78729
Telephone: (512) 718-9073
E-mail: Pat.Helgeson@TriPointeHomes.com

With copy to:

McLean & Howard, L.L.P.
Attention: Michael Cihock
4301 Bull Creek Road, Suite 150
Austin, TX 78731
E-mail: mcihock@mcleanhowardlaw.com

7.3 Assignment. Owner may assign this Agreement, in whole or in part, to (i) another owner of the Land, or (ii) a homeowners association formed by Owner with respect to and for the benefit of the Development without the consent of City provided such assignee agrees to be bound by the obligations contained herein. This Agreement is binding on Owners' successors and assigns, including future owners of any land or structures within the Development.

7.4 Amendment. This Agreement may be amended only with the written consent of Owner (or an applicable assignee of Owner's rights, duties or obligations set out in this Agreement) and approval of the governing body of City.

7.5 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

7.7 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

7.8 Interpretation. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term “include” or “including” means to include “without limitation.” Any provision of this Agreement that provides for the agreement or approval of City staff or City Council, such agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

7.9 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

7.10 Force Majeure. If any Party is delayed in meeting, or fails to meet, a deadline required by this Agreement (other than a deadline to pay money due and payable hereunder), and such delay or failure is due to causes beyond that Party's reasonable control, including, without limitation, failure of suppliers, contractors, subcontractors and carriers, then the dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that the Party experiencing the failure or delay gives the other Party reasonably prompt Notice specifically describing the cause relied upon.

7.11 Professional Fees. Owner agrees to place funds into City's escrow account, as necessary from time to time, to pay City's reasonably necessary engineering and legal fees incurred to

prepare, negotiate, implement, interpret, or amend this Agreement. City is entitled to reimbursement of such fees plus a 20% administrative charge.

7.12 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

<u>Exhibit A</u>	Map of the Land
<u>Exhibit B</u>	Legal Description of the Land
<u>Exhibit C</u>	Map of Connection Point
<u>Exhibit D</u>	Form of Easement
<u>Exhibit E</u>	Pump & Haul Terms and Conditions

7.13 Effective Date. Effective Date. The Effective Date of this Agreement is April ____, 2026, however, in the event that Owner, for any reason, fails to close the purchase of, and take fee ownership of the Land on or before December 31, 2026, this Agreement shall terminate, Owner shall deliver all fees and costs due to the City under this Agreement as of such date, and thereafter this Agreement shall be of no further force or effect.

[signatures on following pages]

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

City Secretary

By: _____
Bill Foulds, Mayor

Date: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by Bill Foulds before me on this the _____ day of _____, 2026.

Notary Public, State of Texas

My Commission Expires: _____.

OWNER:

TRI POINTE HOMES TEXAS, INC.,
a Texas corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was executed before me on _____, 2026 by _____,
_____ of Tri Pointe Homes Texas, Inc. a Texas corporation, on behalf of said
corporation.

Notary Public, State of Texas

My Commission Expires: _____.

Exhibit A
Map of the Land



Exhibit B

Legal Description of the Land



7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

“Exhibit “-----”

D&A Job No. 24003214.001A
December 1, 2023

METES & BOUNDS DESCRIPTION

BEING A 14.06 ACRE TRACT OUT OF THE BENJAMIN F. HANNAH SURVEY NUMBER 428, ABSTRACT NUMBER 222, HAYS COUNTY, TEXAS, SAID 14.06 ACRE TRACT BEING A PORTION OF A CALLED 111.181 ACRE TRACT, DESCRIBED IN A DEED TO CYPRESS FORK RANCH, L.P., RECORDED IN DOCUMENT NUMBER 11011538 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.]; SAID 14.06 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a blue cap stamped “Holt Carson” found on the west right-of-way line of Roger Hanks Parkway (a variable width right-of-way), being the northeast corner of said 111.181-acre tract, same being the southeast corner of a called 23.50 acre tract conveyed to Barefoot DS LLC, and recorded in Document Number 22044168 [O.P.R.H.C.T.], from which a 5/8-inch iron rod with cap stamped “Staudt” found on the west right-of-way line of said Roger Hanks Parkway, being the east line of said 23.50 acre tract, bears N00°46'23"W, a distance of 149.51 feet;

THENCE with the west right-of-way line of Roger Hanks Parkway and the east line of said 111.181 acre tract, S00°45'47"E, a distance of 68.24 feet to a 1/2-inch iron rod with cap stamped “Doucet” set for the POINT OF BEGINNING and northeast corner of the tract described herein;

THENCE, continuing west right-of-way line of Roger Hanks Parkway and the east line of said 111.181 acre tract, the following three (3) courses and distances:

- 1) S00°45'47"E, a distance of 103.63 feet to a 5/8-inch iron rod found,
- 2) S03°12'57"E, a distance of 481.94 feet to a 5/8-inch iron rod with cap stamped “Staudt” found, and
- 3) S07°02'03"E, a distance of 292.40 feet to a 1/2-inch iron rod with cap stamped “Doucet” set for the southeast corner of the tract described herein, from which a 1/2-inch iron rod found on the north right-of-way line of CF Ranch Road (30-foot right-of-way width, recorded in Document Number 19014634, O.P.R.H.C.T.), bears S07°02'03"E, a distance of 10.92 feet;

THENCE departing said west right-of-way line of Roger Hanks Parkway, being the east line of said 111.181 acre tract, over and across said 111.181 acre tract the following four (4) courses and distances:

- 1) N73°21'05"W, a distance of 918.64 feet to a 1/2-inch iron rod with cap stamped “Doucet” set for the southwest corner of the tract described herein, from which a 1/2-inch iron rod found for the northwest corner of Lot 4-A of said CF Ranch Subdivision, same being an interior ell corner of said 111.181 acre tract, bears S11°37'52"W, a distance of 10.06 feet,
- 2) N11°53'43"E, a distance of 588.80 feet to a 1/2-inch iron rod with cap stamped “Doucet” set for an angle corner of the tract described herein,
- 3) N65°38'35"E, a distance of 358.63 feet to a 1/2-inch iron rod with cap stamped “Doucet” set for the northwest corner of the tract described herein, from which a 1/2-inch iron rod with a blue cap stamped “Holt Carson” found for an angle point in the north line of said 111.181 acre tract, being the south line of said 23.50 acre tract, bears N65°38'55"E, a distance of 98.43 feet, and

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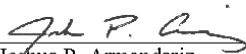
7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

“Exhibit “-----”

4) S73°01'43"E, a distance of 384.58 feet to the **POINT OF BEGINNING** containing 14.06 acres, more or less.

Basis of bearing is the Texas Coordinate System, South Central Zone [4204], North American Datum 1983 (NAD83), 2011 adjustment (epoch 2010). All coordinate values and distances shown are grid values and may be converted to surface by using the surface adjustment factor of 1.00002409.
U.S. survey feet.

I, Joshua P. Armendariz, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.


Joshua P. Armendariz
Registered Professional Land Surveyor
Texas Registration No. 6822
Doucet & Associates
JArmendariz@Kleinfelder.com
TBPELS Firm Registration No. 10194551

12/01/2023
Date



Exhibit D
FORM OF EASEMENT
EASEMENT

STATE OF TEXAS §
 § **KNOW ALL PEOPLE BY THESE**
PRESENTS:
 §
COUNTY OF HAYS §

CITY OF DRIPPING SPRINGS
SANITARY SEWER EASEMENT

THAT _____, a _____
_____ (“Grantor”) of Hays County, Texas, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by The City of Dripping Springs, a general law city of Hays County, Texas (“City”), the receipt of which is hereby acknowledged, does grant, bargain and convey to City, its successors and assigns, a permanent easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Hays County, Texas, as described in the legal description attached hereto as Exhibit A and as depicted in the plat attached hereto as Exhibit B (“Easement Area”), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer lines (which may include collection lines, force mains, and treated effluent lines) and all attendant facilities thereto as City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities (“Sanitary Sewer Easement”). It is intended by these presents to grant and convey the Sanitary Sewer Easement to City as described above, with the usual rights of ingress and egress as City may deem necessary in the use of such Sanitary Sewer Easement, at any time, in, over, across, upon, beneath, and along the Easement Area.

Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area, other than a fence, without City’s prior written consent, which City may grant or withhold in its sole discretion.

TO HAVE AND TO HOLD the above described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer

Easement unto City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the _____ day of _____, 2026.

GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

This instrument was executed by

_____ before me on this the ____ day of _____, 20____.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT "A" OF EASEMENT

Legal Description of Easement Area

[To include a 25-foot (measured at right angles to the pipeline corridor) construction easement for temporary use by the City during installation or repair of the wastewater lines.]

EXHIBIT "B" OF EASEMENT

Drawing of Easement Area

EXHIBIT E
Pump & Haul
Terms of Service

Owner shall comply with the following requirements for conducting pump and haul operations:

1. Owner is responsible for monitoring the pump and haul facilities to ensure there are no overflows of wastewater. A TCEQ licensed wastewater disposal company will conduct pump and haul operations. Owner will provide the City a copy of monthly invoices for pump and haul operations. This should include verification of proper disposal and the total volume of wastewater pumped each month via disposal manifests or similar.
2. If a pump or any other part of a lift station is damaged during the operation of the Pump & Haul facilities, Owner shall repair or replace, at the City's sole discretion, the damage components.
3. Immediately upon completion of pump and haul operation by Owner, Owner is required to clean the lift station wet well and sanitary sewer mains due to solids build up if mains are backed up.
4. Detailed plans signed and sealed by a Texas Licensed Professional Engineer must be submitted and approved by the City. Plans shall include:
 - a) All weather access road to final collection site
 - b) Calculations of projected flow
 - c) It is proposed that new Phase 1 lift station will be used as the pump system for the pump and haul activities. If the float elevations of the proposed design are to be changed from the original design, provide new calculations of storage capacity during peak wet weather flow
 - d) Plan and profile of wet well/holding tank and sewer main(s), including maximum design level elevation on profile
 - e) If any lines are to be backed up, compute storage volume in the sewer laterals to be backed up
 - f) Constant storage tank level monitoring with auto-dialer capabilities
5. Owner shall provide the storage deemed reasonably sufficient by City. If City determines that additional storage is reasonably necessary, owner shall provide such additional storage.