

CONSTRUCTION REIMBURSEMENT AGREEMENT

Dripping Springs Water Supply Corporation – Rob Shelton – Dripping Springs, Texas

WHEREAS, the parties to this Reimbursement Agreement (this “Agreement”) are the **City of Dripping Springs, Texas** (“City”), and **Dripping Springs Water Supply Corporation**, water supply (“DSWSC”); and

WHEREAS, on or about July 6, 2021, the City and Ashton, as “Owner,” entered into an Offsite Road Agreement that included that Ashton would fund and construct certain Rob Shelton Improvements (as defined in the Offsite Road Agreement) adjacent to approximately 100.58 acres of land to be developed by Ashton, its affiliates and/or their successors and assigns, including future owners and developers, as a master-planned community (the “Project”); and

WHEREAS, during construction of the Rob Shelton Improvements it was determined a water line owned by the Dripping Springs Water Supply Corporation within the City’s right-of-way needed to be moved to accommodate the Rob Shelton Improvements; and

WHEREAS, the cost of moving the water line will be approximately thirty thousand dollars (\$30,000) as shown in the change order in Attachment “B”; and

WHEREAS, the Rob Shelton Improvements and the associated water line are beneficial to the City of Dripping Springs and its residents; and

WHEREAS, providing partial reimbursement for the water line will ensure its efficient and cost-effective move to accommodate the Rob Shelton Improvements; and

WHEREAS, the parties wish to ensure that DSWSC is partially reimbursed for costs and expenses of the Rob Shelton Improvements pursuant to the foregoing.

NOW, THEREFORE, here comes the City and Owner to memorialize and execute a reimbursement agreement, as follows:

1. The Dripping Springs Water Supply Corporation agrees to move, or cause to be moved, the water line indicated in Attachment “A” to a place mutually agreed to by the City and the Dripping Springs Water Supply Corporation.
2. City agrees to reimburse DSWSC for ten thousand dollars (\$10,000) which is a portion of the costs and expenses for moving a water line related to the Rob Shelton Improvements. The total amount of reimbursement shall not exceed ten thousand dollars unless approved by the City Council of the City of Dripping Springs.

3. The City will reimburse Water for the Reimbursement Amount once the move of the water line is complete and a written request for reimbursement is reviewed and approved. The water line must be moved and constructed in accordance with all City and state regulations and in an area mutually agreed to by all parties.
4. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors and assigns. Neither party shall have the right to assign this Agreement or any right or interest hereunder to any person or entity without the other party's prior written consent.
5. This document is effective upon the date of execution by all parties (the "Effective Date").

ACCEPTANCE of these terms and conditions is demonstrated by the parties having executed this document as provided below.

SEVERABILITY. If any term or restriction of this Agreement is held by a court to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, and restrictions in this agreement shall remain in full force and effect.

CITY:

DATE:

by:

Michelle Fischer, City Administrator

WATER:

DATE:

by:

Dripping Springs Water Supply Corporation

ATTACHMENT "A"
WATER LINE

ATTACHMENT "B"
CHANGE ORDER