SUBDIVISION DEVELOPMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS, TPG AG EHC III (EMP) MULTI STATE 1, LLC AND JBZ SLM KATY LAND, LLC FOR FIELDSTONE LANDING SUBDIVISION

This Subdivision Development Agreement with attached exhibits ("Agreement") is entered into by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, TPG AG EHC III (EMP) Multi State 1, LLC, a Delaware limited liability company ("TPG"), and JBZ SLM Katy Land, LLC, a Texas limited liability company ("JBZ", and, together with TPG, the "Developers"), both of which LLC's are registered with the Texas Secretary of State to conduct business in Texas, for the subdivision, and is effective as of ______________________, 2025. County and Developers are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

WHEREAS, JBZ has purchased approximately 151.497 acres of real property located in Waller County, Texas ("Developer's Property"), which is more particularly described by metes and bounds in the legal description found in Exhibit A – Real Property Description ("Exhibit A"), and which will be developed into the Fieldstone Landing subdivision ("Fieldstone Landing"); and

WHEREAS, JBZ has filed a petition for the creation of Waller County MUD No. 68 (the "District") with the Texas Commission on Environmental Quality (the "TCEQ"); and

WHEREAS, Developers desire to develop Developer's Property in accordance with the uses, layout, configuration, lot sizes, lot widths, landscaping, and traffic circulation patterns detailed in the plan of development attached hereto as Exhibit B – Plan of Development ("Exhibit B" or "Plan of Development"), as well as the general land plan attached hereto as

Exhibit C – General Land Plan (“Exhibit C” or “General Land Plan”), in accordance with the variances approved by the County attached hereto as Exhibit D – Variances (“Exhibit D” or “Variances”), and with the memorandum of agreement attached hereto as Exhibit E – Memorandum of Agreement (“Exhibit E” or “MOU”); and

WHEREAS, County finds that subdivision development agreements are an appropriate way of providing for the responsible construction of appropriate and necessary infrastructure, encouraging orderly growth, and promoting the welfare of residents in the County; and

WHEREAS, County desires that the project be developed on the Developer’s Property and expects to receive a benefit from the development; and

WHEREAS, in exchange for the approval of certain variances needed to facilitate the development of Developer’s Property, Developers agree to complete the development subject to certain construction and development standards, which are more particularly described in the Plan of Development attached hereto and hereby incorporated.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises set forth in this Agreement and its Exhibits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INTEGRATION OF RECITALS.** The Parties agree that the foregoing recitals are true and accurate and constitute matters agreed to herein, and that the recitals are made a part hereof for all purposes.

2. **PURPOSE.** The purpose of this Agreement is to provide for the responsible construction of the appropriate and necessary infrastructure for Fieldstone Landing subdivision. The Parties shall coordinate the development of certain aspects of Developer’s Property as detailed in Exhibits A, B, C, D, and E. Developers agree to comply with the terms of this Agreement and its attached Exhibits while developing Developer’s Property.

3. **AUTHORITY.** The County is entering into this Agreement under the authority of the Constitution and laws of the State of Texas.

4. **ASSIGNMENT.** The Parties acknowledge that rights and obligations under this Agreement are intended to facilitate the development of Developer's Property in accordance with the terms of this Agreement and its Exhibits. While Developers and their affiliate entities will be the primary actors in grading and laying out the lots, this Agreement is not intended to prevent the construction of single-family homes and their appurtenant infrastructure by a variety of homebuilders who may purchase lots from Developers, as long as construction complies with the terms of this Agreement. Assignment of this Agreement to a different developer or other person or entity shall require the written agreement of County. For the purposes of this Agreement, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with either or both of the Developers, or (b) an entity at least five percent of whose economic interest is owned by either or both Developers or an entity that directly or indirectly controls, is controlled by, or is under common control with either or both Developers; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

5. **AMENDMENTS AND WAIVERS.** Amendments to this Agreement, including to any Exhibits, must be in writing and signed by both Parties. Verbal amendments or deviations from the requirements herein are not effective or binding. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. Any enforceable waiver of a provision of this Agreement must be in writing and signed by all Parties, and such waiver shall only be effective as to the specific default and the specific time period set forth in the waiver. A written waiver will not constitute a waiver of any subsequent default or right to require performance of the same or any other provision of this Agreement in the future.

6. **COVENANT RUNNING WITH THE LAND.** This Agreement shall constitute a covenant that runs with the land and is binding on future owners of Developer's Property. A copy of this Agreement shall be recorded in the Official Public Records of Waller County, Texas.

7. **VESTED DEVELOPMENT RIGHTS.** Upon the mutual execution of this Agreement, County and Developers agree that the covenants, agreements, and privileges regarding the development of Developer's Property between County and Developers as set forth in this Agreement and its Exhibits (the "Development Rights") shall be deemed to have vested, as provided by Texas Local Government Code Chapter 245, as of the Effective Date.

8. **VARIANCES.** County has granted the Variances set forth in Exhibit D prior to the execution and approval of this Agreement. As such, the granted Variances are included in the vested Development Rights regarding the development of the Developer's Property under this Agreement.

9. **RESTRICTIVE COVENANTS**. The restrictive covenants applicable to Developer's Property shall require that each home constructed within Developer's Property shall have a minimum of 4 feet of masonry on the front and side elevations of each home.

10. **LAW ENFORCEMENT**. Upon 100% build-out within Waller County Municipal Utility District No. 68 (the "District"), Developers shall undertake reasonable best efforts to cause the Board of Directors of the District or cause any property owner's association created by either Developer (the "POA") to enter into a partial contract with the Waller County Sheriff's Department to provide supplemental law enforcement services for Developer's Property.

11. **DEFAULT.** No Party shall be deemed in default of any provision of this Agreement until the expiration of thirty (30) days following the receipt of notice of default from another Party, during which time the defaulting Party may cure the default. Absent *force majeure* or a written extension of the cure period signed by all Parties, if the default is

not cured within the thirty-day cure period, the non-defaulting Party or Parties may pursue all available legal and equitable remedies, including specific performance. All remedies will be cumulative, and the pursuit of one remedy will not constitute an election of remedies or waiver of the right to pursue other available remedies. In addition to other remedies, County may withhold acceptance of roads within Developer's Property for County maintenance for non-compliance with this Agreement.

12. **TERMINATION FOR FAILURE TO BEGIN DEVELOPMENT.** Provided that County gives prior written notice, and Developers fail to cure within 90 days of receipt of the notice, County shall have the right to terminate this Development Agreement if on or before December 31, 2030 Developers have not sold to builders at least 5% of the lots. Upon said termination by County, this Agreement shall have no further force and effect.

13. **NOTICES.** All notices for this Agreement shall be in writing and may be affected by sending notice by registered or certified mail, return receipt requested, to the addresses below. Notice shall be deemed given three (3) business days after deposited with the United States Postal Services with sufficient postage affixed. A party may change its address for notices by giving notice to the other Party or Parties in accordance with this section.

Notices mailed to County:	County Judge 425 FM 1488, Ste. 106 Hempstead, Texas 77445
With a Copy to Attorney:	Randle Law Office Attn: J. Grady Randle 820 Gessner, Suite 1570 Houston, Texas 77024

Notices mailed to Developers:

JBZ:

JBZ SLM Katy Land, LLC
Attn: Chett Wignall
7906 North Sam Houston Parkway,
Suite 102
Houston, Texas 77064
Email: chett.wignall@historymaker.com

TPG:

TPG AG EHC III (EMP) MULTI STATE 1, LLC
Attn: Weston Koerper
10235 West Little York, Suite 300
Houston, Texas 77040
Email: wkorper@empirecommunities.com

with a copy to:

Allen Boone Humphries Robinson LLP
Attn: Sanjay Bapat
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Email: sbapat@abhr.com

14. **AUTHORITY FOR EXECUTION.** The Waller County Commissioners Court is the contracting authority for County. The County hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with County ordinances and the laws of the State of Texas. The Developers hereby certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted in conformity with Developers' governing documents.

15. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Agreement and its Exhibits that specify a time for performance; provided, however, that this shall not be construed to limit or deprive a party of the benefits that it may have pursuant to any lawful excuse for delay under this Agreement.

16. ***FORCE MAJEURE.*** In this Agreement, *force majeure* shall mean acts of God, strikes, riots, epidemics, fires, hurricanes, natural disasters, or other causes not reasonably

within the control of the Parties that impact a Party's ability to perform in a timely manner with the provisions of this Agreement. If a Party is wholly or partially unable to perform its obligations under this Agreement due to *force majeure*, then such Party shall give written notice to the other Parties within ten (10) days of the occurrence of a *force majeure* event. While a *force majeure* event may delay or postpone a Party's obligations during the continuance of an inability to perform, a *force majeure* event will not waive or alter the substance of a Party's obligations under this Agreement. The Party claiming *force majeure* shall make reasonable efforts to remove or overcome its inability to perform and resume its obligations as soon as practicable.

17. **SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision shall be fully severable. This Agreement shall be construed and enforced as if the invalid or unenforceable provision had never been part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. Any provision deemed invalid or unenforceable shall be automatically replaced with a provision as similar as possible to the original provision in terms that make the provision valid and enforceable.

18. **JURISDICTION, VENUE, AND GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Jurisdiction and venue for disputes over this Agreement shall lie exclusively in Waller County, Texas for state claims and the Southern District of Texas for federal claims.

19. **NO JOINT VENTURE.** This Agreement does not create a joint venture or partnership between the Parties. County and its past, present, and future officers, employees, agents, and officials do not assume any responsibilities or liabilities to any third party in connection with the development of Developer's Property.

20. **NO THIRD-PARTY BENEFICIARIES.** This Agreement does not benefit any third parties and does not create any third-party beneficiary rights in any person or entity who

is not a Party to this Agreement.

21. **GOVERNMENTAL VERIFICATIONS.** Developers hereby verify, in compliance with Section 2270.002 of the Texas Government Code, that they do not boycott Israel and that neither JBZ nor TPG will boycott Israel during the term of this Agreement. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes.

Developers hereby verify, in compliance with Section 2274.002 of the Texas Government Code, that neither JBZ nor TPG has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that neither JBZ nor TPG will discriminate against a firearm entity or firearm trade association during the term of this Agreement. "Discriminate against a firearm entity or firearm trade association" means refusing to engage in the trade or any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; refraining from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or terminating an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Developers hereby verify, in compliance with Section 2276.002 of the Texas Government Code, that neither JBZ nor TPG boycotts energy companies and that neither JBZ nor TPG will boycott energy companies during the term of this Agreement. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or does business with such a company.

Developers hereby represent, in compliance with Section 2252.152 of the Texas Government Code, that neither JBZ, TPG, nor any parent companies, wholly- or majority-owned subsidiaries, or other affiliates of either Developer is a company identified on a list maintained by the Texas Comptroller of Public Accounts as a company known to have contacts with or who provides supplies or services to a foreign terrorist organization, Sudan, or Iran.

22. **INCORPORATION AND ORDER OF PRECEDENCE.** The Exhibits identified in this Agreement and attached hereto are incorporated by reference and made a part hereof. In the event of conflict between the terms of this Agreement and its Exhibits, the order of precedence shall be as follows: 1) this Agreement, 2) Exhibit D, 3) Exhibit A, 4) Exhibit B, then 5) Exhibit C.

23. **DISCLOSURE OF INTERESTED PARTIES.** Developers hereby affirm that both JBZ and TPG are required to electronically file Form 1295 with the Texas Comptroller, a disclosure of interested parties, prior to the execution and approval of this Agreement.

24. **EFFECT OF STATE AND FEDERAL LAWS.** Notwithstanding any other provision of this Agreement, Developers and their successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas.

25. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Contract ID#_______

WALLER COUNTY

____

Carbett “Trey” J. Duhon III
County Judge

____

Date

STATE OF TEXAS §
§
COUNTY OF WALLER §

This instrument was acknowledged before me on the ______day of _________________, 2025, by Carbett “Trey” J. Duhon III, Waller County Judge, on behalf of Waller County, Texas, a political subdivision of the State of Texas.

____
Notary Public, State of Texas

Contract ID#_______

JBZ SLM KATY LAND, LLC,
a Texas limited liability company

By: ________________________

____

Date

STATE OF ________________ §
§
COUNTY OF _______________ §

This instrument was acknowledged before me on the ______day of _________________, 2025 by _________________, _______________ of JBZ SLM KATY LAND, LLC, on behalf of JBZ SLM KATY LAND, LLC, a Texas limited liability company.

____
Notary Public

Contract ID#_______

TPG AG EHC III (EMP) MULTI STATE 1, LLC
A Delaware limited liability company

By: Essential Houston Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

By: ____________________
Name: __________________
Title: ____________________

STATE OF ________________ §
§
COUNTY OF ______________ §

This instrument was acknowledged before me on the ______day of ________________, 2025 by_______________________________ of _________, on behalf of Essential Housing Asset Management, LLC, an Arizona limited liability company and Authorized Agent of TPG AG EHC III (EMP) Multi State 1, LLC, a Delaware limited liability company, on behalf of said limited liability company.

____
Notary Public, State of Texas

EXHIBITS

Exhibit A – Real Property Description

Exhibit B – Plan of Development

Exhibit C – General Land Plan

Exhibit D – Approved Variances

Exhibit E – Memorandum of Agreement

Contract ID#_______

Exhibit A

Real Property Description

METES AND BOUNDS DESCRIPTION FOR
PROPOSED WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 68

A 151.497 acre, or 6,599,198 square feet more or less, tract of land, being all of that called 131.503-acre tract conveyed to Holigan Farm and Ranch LLC and described in Clerk's File Number (C.F. NO.) 2110235 of the Official Public Records of Waller County (O.P.R.W.C.) and all of that called 20.00-acre tract of land conveyed to Kim N. Bach. and described in a deed recorded in C.F. NO. 11103418 O.P.R.W.C., Texas, situated in the Fred Eule Survey, Abstract 375, Waller County, Texas. Said 151.497-acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

BEGINNING: At a 1 inch iron rod found for the northwest corner of the said 131.503-acre tract, the southwest corner of a called 2.00-acre tract of land conveyed to Jacqueline S. Vaglienty, et al as described in a deed recorded in Clerk's File No. 1005600 in the Official Public Records of Waller County, and in the east line of a called 12.370-acre tract of land conveyed to JR Evergreen, LLC as described in a deed recorded in Clerk's File No. 1807971 in the Official Public Record of Waller County, Texas;

THENCE: N 88°00'03" E, along and with the common line between said 131.503-acre tract and said 2.00-acre tract, passing at a distance of 499.00 feet, a found 5/8 inch iron rod, continuing for a total distance of 529.42 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" to be set for the southwest corner of said 20.00 acre tract;

THENCE: N 01°59'16" W, along and with the east line of the following tracts; a called 2.00 acre tract conveyed to Jacqueline S. Vaglienty, et al in C.F. No. 1005600 O.P.R.W.C., a called 11.940 acre tract (tract 2) and a called 5.0 acre tract (tract 1) conveyed to Karyn M. Johnson in C.F. No. 011825 O.P.R.W.C., a called 15.033 acre tract conveyed to NSR Katy Investments, LLC in C.F. No. 1807223 O.P.R.W.C., the west line of said 20.000 acre tract, passing at a distance of 2586.29 feet, a found 1 inch iron pipe, continuing for a total distance of 2626.29 feet to a 1 inch iron rod found for the northwest corner of said 20.000 acre tract, the northeast corner of said 15.033 acre tract and in the centerline of said Beckendorff Road;

THENCE: N 88°00'01" E, along and with the north line of said 20.00-acre tract and the centerline of Beckendorff Road, a distance of 331.62 feet to a ½ inch iron rod found for the northeast corner of said 20.00-acre tract, the northwest corner of a called remainder of a 5.450 acre tract of land conveyed to Genaro Caballero in Clerk's File No. 1002670 O.P.R.W.C.;

THENCE: S 01°59'16" E, along and with the west lines of the following tracts: the remainder of a said 5.450 acre tract, a called 1.500 acres conveyed to Espiridion Gonzalez Hernandez, et ux in C.F. No. 2004829 O.P.R.W.C., a called 1.500 acres conveyed to Alberto Guzman Flores, et ux in C.F. No. 2004830 O.P.R.W.C the remainder of a called 5.000 acre tract conveyed to Miguel Pedraza Morelos, et ux in C.F. No. 2002557

O.P.R.W.C., a called 1.5 acre tract conveyed to Miguel Angel Pedaza Morelos, et ux in C.F. No. 2401862 O.P.R.W.C., a called 5.000 acre tract conveyed to Manuel Abarca, et al in C.F. No, 1204735 O.P.R.W.C., a called 5.000 acre tract conveyed to Ana Laura Soto Torres, et al in C.F. No. 1704995 O.P.R.W.C., a called 4.999 acre tract (Tract 3) conveyed to Cecilla Bonilla in C.F. No. 2001539 O.P.R.W.C., a called 4.998 acre tract conveyed to Mark L Bing in C.F. No. 1805108 O.P.R.W.C., passing at a distance of 30.17, 1.66 feet right, a ½ inch iron rod found, continuing for a total distance of 2626.29 feet to a point for the southeast corner of the herein described tract, being the south common corner between said 20.000 acre tract and said 4.998 acre tract, and in the north line of a called 131.503 acre tract conveyed to Holigan Farm and Ranch LLC in C.F. No. 2110235 O.P.R.W.C., from which a ½ inch iron rod found bears S49°34’49”W a distance of 0.65 feet;

THENCE: N 88°00'03" E , along and with the common line between the following tracts: a called 4.998-acre tract of land conveyed to Mark L. Bing, Clerk’s File No. 1805108, a called 4.502-acre tract of land conveyed to Cecilla Bonilla, Clerks File No. 2001539, a called 2.00-acre tract of land conveyed to Issac Cano, Clerk’s File No. 1608488, and a called 4.000-acre tract of land conveyed to Rosalinda Ortega, Clerk’s File No. 802246, all recorded in the Official Public Record of Waller County, Texas, a distance of 1813.80 feet to a 5/8-inch iron rod with cap stamped “Pape-Dawson” set for the northeast corner of said 131.503 acre tract,

THENCE: S 01°57'39" E, along and with the east line of said 131.503-acre tract, the west line of a called 655.54-acre tract of land conveyed to Astro Sunterra as described in a deed recorded in Clerk’s File No. 2115246 in the Official Public Record of Waller County, Texas, a distance of 1397.15 feet to a 5/8-inch iron rod with cap stamped “Pape-Dawson” set for a southeast corner of said 131.503-acre tract, the northeast corner of a called 31.111-acre tract of land conveyed to Cypress Prairie Mitigation, LLC as described in a deed recorded in Clerk’s File No. 2101670 in the Official Public Record of Waller County, Texas, and in the west line of said 655.54 acre tract;

THENCE: Departing a west line of said 655.54-acre tract, along and with the common line of said 131.503-acre tract and said 31.111-acre tract the following courses and distances:

S 86°20'48" W, a distance of 503.97 feet to a 5/8-inch iron rod with cap stamped “West Belt Surveying” found for corner,

S 49°47'33" W, a distance of 115.43 feet to a 5/8-inch iron rod found for corner,

S 19°50'19" W, a distance of 148.65 feet to a 5/8-inch iron rod found for corner,

S 01°43'11" E, a distance of 321.76 feet to a 5/8-inch iron rod with cap stamped “West Belt Surveying” found for corner,

S 88°16'49" W, a distance of 361.71 feet to a 5/8-inch iron rod with cap stamped “West Belt Surveying” found for corner, S 01°43'11" E, a distance of 169.04 feet to a 5/8-inch iron rod with cap stamped "West Belt Surveying" found for corner,

S 88°17'28" W, a distance of 118.54 feet to a 5/8-inch iron rod with cap stamped "West Belt Surveying" found for corner,

S 51°40'58" W, a distance of 271.71 feet to a 5/8-inch iron rod with cap stamped "West Belt Surveying" found for corner,

S 88°17'28" W, a distance of 349.55 feet to a 5/8-inch iron rod with cap stamped "West Belt Surveying" found for corner, and

S 04°19'00" E, a distance of 380.76 feet to a 5/8-inch iron rod with cap stamped "Pape-Dawson" set for a southeast corner of said 131.503-acre tract, the southwest corner of said 31.111-acre tract and a north line of the aforementioned 655.54-acre tract;

THENCE: S 88°17'28" W, along and with the south line of said 131.503-acre tract, and the north line of said 655.54-acre tract, a distance of 984.78 feet a 5/8-inch iron rod with cap stamped "Pape-Dawson" set for the southwest corner of said 131.503-acre tract, a northwest corner of said 655.54-acre tract and a southeast corner of a called 14.837-acre tract of land conveyed to Waller County Municipal Utility District No. 9B, as described in a deed recorded in Clerk's File No. 1802143 in the Office Public Records of Waller County, Texas;

THENCE: N 02°04'43" W, along and with the west line of said 131.503-acre tract, the east line of a said 14.837 acre tract, and the east line of said 12.370 acre tract, , a distance of 2644.12 feet to the POINT OF BEGINNING, and containing 151.497 acres in the City of Waller County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared under job number ***49126-24*** by Pape-Dawson Engineers, Inc.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF "AN ON THE GROUND SURVEY" AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED

STATE OF TEXAS
REGISTERED
AUSTAN W. LUPHER
6711
PROFESSIONAL
LAND SURVEYOR

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: 09/24/204
JOB NO. 49126-24
DOC. ID.

September 24, 2024
K:\survey\Survey24\49126-24\Word\2135-24_SEED.docxSeptember 18, 2015

Exhibit B

Plan of Development

EXHIBIT B

Plan of Development

Fieldstone Landing

(+/-151 Acres) in Waller County, Texas

INTRODUCTION AND PROPERTY LOCATION

Fieldstone Landing Subdivision ("Fieldstone Landing" or "Subdivision") is a single-family residential community consisting of approximately 151 acres located northwest of the intersection of Schlipf Road and Stockdick Road, and extending to Beckendorf Road to the north (the "Property"). The Property is wholly located within Waller County and is not subject to any city's extraterritorial jurisdiction. Fieldstone Landing shall be located entirely within Waller County Municipal Utility District No. 68 ("MUD").

JBZ SLM Katy Land, LLC ("JBZ") and TPG AG EHC III (EMP) Multi State 1, LLC ("TPG") (collectively "Developers") desire to construct a single-family residential community with the associated drainage and detention facilities and small neighborhood parks.

This Plan of Development ("PD"), its descriptions, rules, and regulations shall apply to the entirety of the Property. The PD is subject to the Subdivision Development Agreement between Waller County, Texas, TPG AG EHC III (EMP) Multi State 1, LLC, and JBZ SLM Katy Land, LLC for the Fieldstone Landing Subdivision ("Development Agreement"). The area of the PD is depicted on Exhibit A – Real Property Description ("Exhibit A") and Exhibit C—General Land Plan ("Exhibit C" or "General Land Plan"), each of which are attached as exhibits to the Development Agreement.

LAND USE

Single-Family Residential

Fieldstone Landing will consist of +/-411 single-family residential lots. The General Land Plan, attached to the Development Agreement as Exhibit C, illustrates the proposed layout of residential lots, roadways, open space, and drainage areas.

Multifamily/Build-to-Rent Prohibition

Developer shall cause the restrictive covenants and conditions ("RCCs") affecting the lots and running with the land to prohibit the construction of any multifamily buildings or build-to-rent homes within Fieldstone Landing.

Law Enforcement

Upon 100% build-out within the MUD, Developers shall undertake reasonable best efforts to cause the Board of Directors of the MUD or cause the POA, if applicable, to enter into a partial contract with the Waller County Sheriff's Department to provide supplemental law enforcement services for Fieldstone Landing Subdivision.

Property Owners' Association and Restrictions

Before either Developer sells or conveys by any means any of the lots in the Fieldstone Landing Subdivision, RCCs affecting the lots and running with the land shall be filed in the Waller County Real Property Records limiting the use of the land as described in the PD. The Developers may establish a property owners' association ("POA"). The RCCs shall establish either the POA or the MUD as legally responsible for maintaining all common areas, recreation reserves, and community amenities not otherwise dedicated to the public. The RCCs shall also designate either the POA or the MUD as the body authorized and obliged to enforce the RCCs within Fieldstone Landing. All land and facilities dedicated to the MUD shall be maintained by the MUD.

DEVELOPMENT REGULATIONS

Fieldstone Landing Subdivision shall comply with all Waller County Subdivision and Development Regulations ("County S & D Regulations") in effect at the time that the Development Agreement is approved, except as provided in Exhibit D to the Development Agreement (Variances) or if approved by a separate variance granted by the Waller County Commissioners Court.

Infrastructure and Utilities

Municipal Utility District (MUD)

Developer's Property will be located within the MUD to support the financing and operation of public infrastructure and utility services.

Water and Sanitary Sewer

Water and sanitary sewer service will be owned and operated under the Certificate of Convenience and Necessity ("CCN") of Quadvest, LP per the terms of the Agreement between JBZ and Quadvest, LP, attached to this PD as **Exhibit A**. The water distribution system will be designed and constructed per Title 30 Texas Administrative Code, Chapter

290 “Public Drinking Water”. The sanitary sewer system will be designed and constructed per Title 30 Texas Administrative Code, Chapter 217 “Design Criteria for Domestic Wastewater Systems”. Construction plans for the water and sanitary sewer system will be subject to review and approval by Waller County.

Associated Approved Variances (Exhibit D to the Development Agreement)

- No. 1 – No private water nor private septic will be provided for the subdivided lots.

Stormwater and Drainage

The Property is fully subject to the jurisdiction of the Brookshire Katy Drainage District (“BKDD”). Stormwater detention will be provided by a new pond within the Property. This pond will outfall to the BKDD channel on the Property’s eastern boundary. A floodplain fill mitigation pond will be excavated in the southwestern portion of the Property to mitigate BKDD-modelled floodplain along the Property boundary. Platted roadways will drain via storm sewer to the new onsite detention pond. Comprehensive details will be provided in the Drainage Impact Analysis and Construction Plans for Fieldstone Landing and are subject to review and approval by the County.

Access

Access will be provided via two existing roads:

Schlipf Road: Schlipf Road is a planned Waller County Major Thoroughfare that will have an ultimate 120’ right-of-way (“ROW”) and roadway section of two 24-foot travel-ways with a median. Per the Waller County Major Thoroughfare Plan, the roadway will align with the western boundary line of the Property. JBZ shall dedicate 60 feet of the ultimate 120-foot ROW and construct the eastern 24’ travel-way of the ultimate boulevard section, connecting Fieldstone Landing to the existing Schlipf Road/Stockdick Road intersection. The County and Developers acknowledge that when and if the County decides at a future date to obtain the remaining 60 feet of ROW from adjacent property to construct the western 24-foot travel-way, the construction thereof will require existing pipeline and existing drainage infrastructure consideration.

Beckendorf Road: Connection will be made to Beckendorf Road, an existing public road located on the north boundary of the Property, as depicted in the General Land Plan, attached to the Development Agreement as Exhibit C.

Roadway and Circulation Plan

Road Improvements

All internal roads will be constructed as public County ROWs and will comply with the County S & D Regulations applicable on the effective date of this Development Agreement, unless provided otherwise pursuant to a Variance granted herein, as described in Exhibit D attached to the Development Agreement, or pursuant to a separate variance approved by the County in writing.

Developers shall complete a traffic impact analysis ("TIA") to detail road improvements required as a consequence of development of Developer's Property. Developers shall pay 100% of the costs attributable to the design, engineering, and construction of any road improvements constructed pursuant to the TIA at the appropriate development milestone, which schedule shall be set forth in the TIA.

The eastern half of Schlipf Road described in the preceding "Access" section shall be constructed by the Developers.

Any roadway improvements required on the proposed Schlipf and Beckendorf Roads exceeding the requirements of the County S & D Regulations, such as traffic signals and turn lanes, shall be determined by the TIA and wholly subject to review and approval by the County. Developers shall pay 100% of the costs attributable to the design, engineering, and construction of any road improvements constructed pursuant to the TIA at the appropriate development milestone, which schedule shall be set forth in the TIA.

Future Traffic Signal at Stockdick Road and Schlipf Road Intersection

The County shall design and construct the traffic signal at the intersection of Stockdick Road and Schlipf Road (the "Traffic Signal"), as, if, and when required by the County's Traffic Impact Analysis, and either the Developers or the District shall pay 33% (the "Developer's Share") of the costs attributable to the acquisition or construction of the Traffic Signal, including design costs, the costs of construction, acquisition, and installation; costs of acquiring necessary interests in real property and/or easements; costs of preparing plans and specifications and observing construction; costs related to storm water management, pollution control and wetlands mitigation; costs of acquiring necessary licenses or permits; costs of engineering and advertising services; costs of material and soil testing; change orders; fiscal, legal, administrative, advertising, and contingencies costs; platting; costs of legal proceedings or judgment; and all other times and expenses of a similar or different nature reasonably required for the construction or acquisition of the Traffic Signal, including contingencies (collectively, the "Construction Costs"). At least sixty (60) days prior to the approval by the County of the final plat within the current boundaries of Developer's Property, the County shall provide an invoice to the Developers or the District, as applicable, setting forth Developer's Share of the Construction Costs, to be due and payable by Developers or the District, as applicable, to the County prior to the recordation of such final plat. It is understood and agreed that payment of Developer's Share shall not be due and payable by Developers or the District, as applicable, to the County prior to the recordation of the final plat within the current boundaries of Developer's Property, even if the Traffic Signal is constructed by the County prior to such date.

Thoroughfare Construction Costs

Upon 100% buildout within Waller County, Developers shall be required to pay a total cost equal to $364,450.00 for road improvements required for Beckendorff Road and Stockdick Road as a result of the development of Developer's Property. Such payment shall not relieve Developer of requirements set forth in the TIA.

Associated Approved Variances (Exhibit D to the Development Agreement)

- No. 2) Maximum block lengths shall be lengthened along each Property boundary to accommodate unique site characteristics. Adjacent residential lots, wetlands, drainage channels, and drainage features, natural and proposed, prevent roadway extensions per County minimum block lengths.
- No. 3) Minimum side lot building lines shall be 10 feet on proposed local streets within the Property.
- No. 4) Schlipf Road shall be planned with an ultimate median width of 26 feet.
- No. 5) New Right-of-Way for local streets within the development shall be 50 feet.
- No. 6) New Right-of-Way for cul-de-sacs within the development shall have a radius of 60 feet.
- No. 7) New local streets within the development shall have a minimum centerline radius of 300 feet.

Public Improvements and Recreation Area

Contiguous Sidewalks

Developers agree to construct contiguous 5'-wide sidewalks along all new roads/internal streets and planned trails in Fieldstone Landing.

Improvements

Developers shall use reasonable best efforts to remove the culvert and road crossing located on the eastern edge of the Property that encroach on the drainage channel owned by the BKDD.

Trails shall be constructed and trees planted around the detention area described in the "Stormwater and Drainage" section above.

Perimeter fencing shall be constructed at locations generally depicted in **Exhibit B** attached to the PD. The fence shall not be wooden. The use of concrete panels, such as "Fencecrete", is acceptable to the County. The minimum perimeter fence height shall be 7'.

Recreation Area

A +/- 1.9-acre public recreation area will be included within Fieldstone Landing. The recreation area will be a covered pavilion, restrooms, pickleball courts, and play areas. Construction of these amenities will be complete by the end of 2027.

Architectural Standards

The Developers will develop the lots in Fieldstone Landing according to the following architectural standards. These standards shall be included in the RCCs described in the "Property Owners' Association and Restrictions" section above and shall be binding on all residential lots in Fieldstone Landing pursuant to the same.

Landscaping

Developers agree to design the lots in Fieldstone Landing so that all front yards are landscaped. Developers agree there shall be at least one tree planted in the front yard of each lot in Fieldstone Landing with a minimum caliper diameter of 3".

Façades

New homes within Fieldstone Landing shall incorporate masonry measuring a minimum of 4' in height. Masonry shall be included on an additional two sides of each home.

The planned home elevations vary in architectural features; including but not limited to second story front balconies, various cedar finishes, and varying heightened roof features for added visual depth from the street. The subject homes are subject to applicable Waller County review and approval prior to permit release.

PHASING AND DEVELOPMENT ENTITY

The Property will be developed jointly by Developers with coordination on infrastructure and common elements. JBZ and TPG, however, will each be fully responsible for adherence to the terms of the Development Agreement as if each was the sole Developer of Fieldstone Landing.

The detention facilities described in the "Development Regulations" section above, serving all of Fieldstone Landing, will be placed in the initial phase of construction, which will begin in the fourth quarter of 2025.

The Property will be platted in three Sections, as depicted in the General Land Plan attached to the Development Agreement as Exhibit C. Construction of the public utilities and platted roadways is scheduled to be complete by the end of 2026.

VARIANCES

A list of approved variances from the County S & D Regulations is attached to the Development Agreement as Exhibit D. These variances accommodate site-specific conditions and design efficiency and have been reviewed and approved by the County.

Exhibit A to PD

Quadvest Agreement

CONTRACT FOR THE DEVELOPMENT AND PURCHASE OF PUBLIC DRINKING WATER AND SANITARY SEWER FACILITIES AND TRANSFER OF GROUNDWATER INTERESTS IN WALLER COUNTY, TEXAS

JBZ SLM Katy Land, LLC, a Texas limited liability company ("**Developer**"), and Quadvest, LP, a Texas limited partnership ("**Quadvest**"), enter into the following agreement ("**Contract**") for Providing Water and Sewer Service to Developer's proposed ±151.497 Acre single family home development at the intersection of Schlipf Road and Stockdick School Road in Waller County, Texas (the "**Development**"). Quadvest and Developer are each sometimes referred to herein as a "**Party**" or "**party**" and sometimes collectively as the "**Parties**" or "**parties**".

WITNESSED:

WHEREAS, Developer requires a state certified retail public water and sewer utility and related facilities and improvements (hereinafter referred to as the "**Utility System**") to serve the Development, planned to be comprised of approximately 440 single family residential homes to be developed within the real property described in **Exhibit A** attached hereto and made a part hereof (the "**Property**");

WHEREAS, the Utility System will include: (i) water production facilities and related improvements, ("**Production Facilities**") and wastewater treatment plant(s) and related improvements, including Waller County Municipal Utility District No. 9A Freeman Ranch Wastewater Treatment Plant ("**Wastewater Treatment Facilities**") (the Production Facilities and Wastewater Treatment Facilities being collectively referred to as the "**Plants**"), both as further described on **Exhibit B-1** attached hereto and incorporated herein by reference and as may be expanded from time to time pursuant to the terms of this Contract, and (ii) water mains and sanitary sewer mains, lift stations and related improvements, located both onsite and offsite of the Property, as further described on **Exhibit B-2** attached hereto and incorporated herein by reference (the "**Utility System Mains**"); and

WHEREAS, Quadvest is a state-certificated water and sewer utility with many years of experience operating state-approved public utility systems in this region of the state and has adequate financing to complete the Utility System and perform its obligations hereunder; and

WHEREAS, Developer represents that it has adequate financing to complete the development and marketing of the Development; and

WHEREAS, Developer has caused the Property to opt out of the City of Houston extra-territorial jurisdiction ("ETJ"); and

WHEREAS, Developer is in the process of creating Waller County Municipal Utility District No. 68 (the "**District**") for the purposes of, among other things, constructing, financing, and owning the Utility System Mains until such time as the District's bonds issued to finance the acquisition and construction of the Utility System Mains (the **"District Bonds"**) have been discharged; and

WHEREAS, after the District Bonds have been discharged, Developer desires to convey, or cause to be conveyed, to Quadvest, in accordance with the terms hereof, certain real property rights and easements for the purpose of locating and operating the Plants (the "**Water Plant Site**") and the lift stations (the "**Lift Station Sites**"), to be located at a mutually agreeable location on acreage within the Property, as generally shown on the general plan for the Development as set forth in **Exhibit C** (the "**General Plan**"); and

WHEREAS, Developer desires to sell and convey to Quadvest all of Developer's right, title and interest in and to the groundwater in, on and under the Property (the "**Groundwater**"), and Developer represents to its knowledge based on reviewing a Commitment for Owner's Policy of Title Insurance issued by Old Republic National Title Insurance Company on January 23, 2025, a copy of which Developer has provided to Quadvest, that the Groundwater has not previously been severed from the fee estate of the Property and Developer has made no prior conveyance of the Groundwater to any other party; and Developer represents that the Groundwater has not previously been severed from the fee estate of the Property and that Developer has made no prior conveyance of the Groundwater to any other party; and

WHEREAS, Quadvest has agreed to construct the Water Plant pursuant to the terms, provisions and conditions of this Contract and for consideration less profitable than Quadvest would charge other third parties in consideration for the conveyance of the Water Plant Site and Lift Station Sites to Quadvest and conditioned upon Developer's agreement to (i) give the exclusive right to use the Utility System Mains to Quadvest during the time that the District Bonds are outstanding, then convey the Utility System Mains to Quadvest once the District Bonds have been discharged;(ii) transfer the Groundwater on the terms, provisions and conditions provided herein; and (iii) fund the Contribution Payment as further described herein; and

WHEREAS, under the provisions of Chapter 13 of the Texas Water Code, the holder of a certificate of convenience and necessity ("**CCN**") may operate the Utility System for compensation and serve the consuming public with retail public utility services (water and sewer) through those facilities under the terms and conditions of a state-approved tariff(s); and

WHEREAS, after construction Developer, or the District upon assignment by Developer to the District, will own the Utility System Mains, but shall not have a CCN and approved water and sewer utility tariffs to operate same for the Development, and Quadvest will serve as the retail water and sewer provider for customers within the Development; and

WHEREAS, Quadvest owns and operates a state-certified retail public water utility/public drinking system (CCN #11612) and a state-permitted retail public sewer utility (CCN #20952) and desires to acquire the exclusive right to use the Utility System Mains during the time the District Bonds are outstanding, then purchase or otherwise acquire the Utility System Mains once the District Bonds have been discharged, and amend its CCNs to include the entirety of the Property with the support of Developer as set forth herein; and

WHEREAS, Developer and Quadvest enter into this Contract wherein Developer will, (i) give the exclusive right to Quadvest to use the Utility System Mains during the time the District Bonds are outstanding, then sell or otherwise convey the Utility System Mains to Quadvest once the District Bonds have been discharged, and (ii) sell or otherwise convey the Water Plant Site, Lift Station Sites, and Groundwater to Quadvest subject to such approvals and contingencies as are recited herein; and

WHEREAS, it is the intent of this Contract for the Developer to assign all of its rights, title, obligation, and responsibilities other than payment obligations to the District; and

WHEREAS, Developer and Quadvest desire to enter into this Contract to establish the terms, conditions, and procedures under which Quadvest will be the exclusive retail water and wastewater service provider to the Development.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES COVENANT, STIPULATE AND DECLARE AS FOLLOWS:

ARTICLE 1
UTILITY SYSTEM MAINS AND UTILITY SYSTEM

(1) Developer has engaged Pape-Dawson Consulting Engineers, LLC (the "**Engineer**") to design the Utility Systems Mains, which shall include all lines and connections sufficient to connect to the Plants, in a manner that meets Texas State regulations and is consistent with the sound engineering principles and Quadvest's construction and operational requirements. The Engineer will provide a final draft of all associated drawings, designs, and computations (the "**Planning Documents**") on a section-by-section basis to Quadvest for its review and approval in accordance with this Contract prior to the Engineer submitting same to public authorities for their required approvals. Quadvest shall have ten (10) business days from the date of written notice of completion of the Planning Documents by Developer to review the Planning Documents and propose modifications to them, which Developer shall incorporate to the extent reasonable for the long-term use and operation of the Utility System Mains. Should Quadvest not provide comments within such ten (10) business day period, the Planning Documents shall be deemed approved by Quadvest. Quadvest acknowledges that if Quadvest requests any modifications after Quadvest has accepted and approved the Planning Documents for a specific section and after the bid package for the section has been advertised for public bid, then any additional costs incurred by the Developer for such changes shall be paid for by Quadvest within thirty (30) business days of the change order being approved by the Developer or District, as applicable.

(2) Developer's obligations pursuant to Paragraph (1) of this Article 1 include the obligation for designing, engineering, and connecting off-site lines to existing lines owned and operated by Quadvest as defined below and identified on Exhibit B-2, reflecting the understanding of the parties that:

a. Initially up to 100 equivalent single family connections (ESFCs) will be served by an existing water line from the Freeman Ranch Water Plant and will be connected at a location identified on Exhibit B-2.
b. Wastewater Treatment will be provided by the existing Waller County Municipal Utility District No. 9A Freeman Ranch Wastewater Treatment Plant owned and

operated by Quadvest. The Developer will install a force main from the Lift Station to a point of connection to the existing Quadvest force main at a location identified on Exhibit B-2.

(3) Developer agrees to cause all of the work to be performed for the construction and installation of the Utility System Mains (including any Lift Stations not otherwise located within the boundaries of a Lift Station Site) to be situated on either the Property or Lift Station Sites . Developer shall use the most current methods in constructing the Utility System Mains consistent with sound civil engineering design and construction standards, long-term durability, and minimization of future repair and maintenance costs. Developer shall perform all work in conformance with the Planning Documents as approved by all applicable governmental authorities. Upon the completion of the Utility System Mains (or, as applicable, upon completion of each phase of the Utility System Mains), Developer shall conduct hydrostatic testing on the water lines and force mains and Mandrel testing and leakage testing on the sanitary sewer lines and present the results of those tests to Quadvest.

(4) The Utility System Mains as installed shall be subject to Quadvest's approval, which approval shall not be unreasonably withheld.

(5) The Parties understand that the District will issue bonds from time to time, for purposes of purchasing and constructing or otherwise acquiring the Utility System Mains and all related appurtenances and providing for developer interest, any necessary capitalized interest, and any necessary costs of issuance. The District Bonds shall be secured solely by revenues collected from an ad valorem tax levied by the District and shall not contain any pledge of revenues from the operations of the Utility System. The District shall own the Utility System Mains, subject to this Contract, while the District Bonds are outstanding. At the earlier of the date the District Bonds have been discharged or the date of a separate written agreement between the Parties, the District shall convey the Water Plant Site and Lift Station Sites to Quadvest pursuant to the Deed (as defined below) and the Utility System Mains to Quadvest pursuant to a bill of sale in substantially the same form as set forth in **Exhibit D**, free and clear of any liens.

(6) During the time the District Bonds are outstanding and the District owns the Utility System Mains, the Developer shall provide that the District grants to Quadvest the exclusive right to use the Utility System Mains to serve customers within the District and the boundaries of the Quadvest water and sewer CCNs. This right granted to Quadvest does not relieve Quadvest of its regulatory obligation to provide safe, continuous, and adequate water and sewer service to customers within the Development.

(7) Developer shall file, or cause to be filed, a final plat or final plats for each phase of the Development generally consistent with the General Plan (each, a "**Final Plat**"), and such Final Plat(s) shall establish the following:

(a) the Water Plant Site;

(b) the Lift Station Sites;

(c) non-exclusive public utility easements for the construction, installation and operation of the Utility System Mains, including the water transmission and distribution lines and sewer collection and transmission lines, with a minimum width of ten feet (10') providing access from those lines to an adjacent public roads right-of-way and for the safe and efficient operation of the Utility System being in substantially the same form as **Exhibit E** attached hereto and incorporated herein by reference (the "**Utility Easements**");

(d) an easement allowing Quadvest exclusive use for the Water Plant Site until the deed is provided per Article 1(5).

(e) At all points of ingress and egress to the Development, where the Development's internal roads intersect with an existing public right of way, said internal roads shall have platted Utility Easements that intersect with the existing public right of way. Within thirty (30) days following Quadvest's notice to Developer, Developer shall grant to Quadvest non-exclusive access easements in form and substance reasonably acceptable to Quadvest to allow Quadvest to provide retail or wholesale water service from the Plants to properties outside of the Property if and as Quadvest reaches agreement to provide service to those other properties, subject to the terms of Article 3, Paragraph 5 below;

(f) a public water well sanitary control easement for each water supply well for the Utility System providing no less than one hundred fifty feet (150') radius measured from the center of the well bore and otherwise meeting all requirements of the Public Drinking Water System Water Hygiene Rules of the Texas Commission on Environmental Quality (TCEQ) (together with the Public Utility Commission of Texas (PUCT), the "**Agency**"), being in substantially the same form as **Exhibit F** attached hereto and incorporated herein by reference (the "**Sanitary Control Easements**"); and

(8) Unless otherwise provided for by platted public roads in the Final Plat, Developer shall provide that the Water Plant Site, Lift Station Sites, and other above ground facilities for the Utility System have access via recorded right-of-way easements or ground leases suitable for the construction, use, and maintenance of a twenty-foot (20') wide all-weather access road or driveway to each such site as shown on the Final Plat in compliance with the requirements of all applicable governmental authorities (the "**Access Easements**").

(9) Developer shall be responsible for the construction of an all-weather access road or driveway consistent with the specifications set forth in **Exhibit G** and in compliance with the requirements of all applicable governmental authorities from the point of public access to the location at or within the Water Plant Site and Lift Station Site determined by Quadvest (the "**Permanent Access Road**"). Developer shall also provide three-phase, 460-volt electric utility service, including the transformer, to the location at or within the Water Plant Site and Lift Station Site as determined by Quadvest. Developer shall provide the electric utility service and the Permanent Access Road, or provide and maintain such temporary access road satisfactory to Quadvest, in a timeframe that avoids any delay in Quadvest's provision of service pursuant to this Contract. Quadvest shall be responsible for maintaining the Permanent Access Road, subject to Developer's reasonable cooperation.

(10) In the event that Developer fails to provide all necessary three-phase, 460-volt

electric utility service, including the transformer, in time for Quadvest to provide water or sewer service, Quadvest may, in its sole discretion, provide for the necessary electrical power to the Water Plant Site and Lift Station Sites using a portable generator sufficient for that purpose. If Quadvest elects to use a portable generator for that purpose, Developer shall be solely responsible for all costs associated with the use of the generator, including, but not limited to, all administrative costs, rental fees, fuel costs, and operation and maintenance costs, until electric utility service is operational at the Water Plant Site and Lift Station Sites.

(11) Developer shall clear and root rake, drain, fill, and level the Water Plant Site and Lift Station Sites to, at a minimum, the grade of the Development. In no event shall the grade be less than one foot (1′) above the 100-year flood plain or the requirement of the relevant permitting authority, whichever is greater. Developer shall also perform all construction staking for the Water Plant Site and Lift Station Sites. Developer shall perform such work in a timeframe that avoids any delay in Quadvest's construction on the Water Plant Site and Lift Station Sites, and such work shall be performed in a manner that is satisfactory to Quadvest.

(12) The Deed or other restrictions created by the Developer shall not be incompatible with the construction, operation and maintenance of the Utility System.

ARTICLE 2
PROPERTY TO BE CONVEYED

(1) The property to be conveyed by Developer to Quadvest under this Contract consists of:

(a) Pursuant to special warranty deed in the form set forth in **Exhibit H** (the "**Deed**"), the real property upon which the Water Plant Site and Lift Station Sites will be located, to be reasonably agreed between the Parties, with the Water Plant Site being at least 1.5 acres in size.

(b) The exclusive right to use the Utility System Mains, to be fully completed and functioning in accordance with all applicable laws, to provide utility service to end users within the Development and the Quadvest CCNs, until such time as the District Bonds have been fully discharged, at which time the Utility System Mains shall be conveyed to Quadvest.

(c) All of Developer's right, title and interest in and to the Groundwater. In the event of termination of this Contract, Quadvest's interest in the groundwater underlying the Development shall immediately and without further required action revert to Developer or Developer's successors, as may be applicable, and Quadvest shall no longer have any right under this Contract to drill for water within the Development. Quadvest shall be solely responsible for taking all necessary actions to effectuate such reversion.

(d) All other personal property owned by Developer, which is part of the Utility System Mains, including but not limited to, production equipment, chemical treatment equipment, pumps, tanks, distribution and transmission lines, meters, collection lines, lift stations, manholes, disposals pipes, valves and controls. Notwithstanding the foregoing, any personal property owned by the District shall be exclusively owned by the District until such time as the District Bonds relating to such personal property have been fully discharged.

(e) The Sanitary Control Easement(s).

(f) The Access Easements.

(g) The Utility Easements.

(2) Developer expressly warrants, inter alia, without limitation or waiver for failure of enumeration, that the Utility System Mains will be located within sites or easements which Quadvest can use to maintain and operate the Utility System Mains. Upon delivery to Quadvest and acceptance by Quadvest, which acceptance shall not be unreasonably withheld, of documentation confirming to Quadvest's reasonable satisfaction, in writing, that the Water Plant Site, Lift Stations, and Utility System Mains are located within such sites or easements provided in substantially the same form as the engineer's certificate attached hereto as **Exhibit I**, any liability of Developer that these items are not properly sited on the real property conveyed to Quadvest or on assigned/reserved utility easements shall expire.

(3) In the event multiple methods are used for the creation of the utility easements and/or access easements, such easement rights shall be interpreted so as to establish the greatest benefit to the beneficiary of the easement. All utility easements and/or access easements for the Utility System shall be in a form and width as stated in this Contract or as shown on the Final Plat or as otherwise mutually acceptable to Developer and Quadvest (with ten feet (10') being the minimum acceptable width).

ARTICLE 3
CONSTRUCTION OF THE PLANTS

(1) Quadvest shall be solely responsible for designing, financing, constructing, and owning the Plants for the Utility System, in a manner and upon a timeframe that meets or exceeds the anticipated retail public utility service demands of Developer's projected population of 440 single family residential homes, which service demands shall be the Agency minimum design criteria as well as fire flow capacity for the Development satisfying the minimum standards of the applicable governmental authority. The Parties agree that the Plants shall be designed and constructed pursuant to the standards specified by the Agency, and that any design or construction required pursuant to standards beyond those of the Agency shall be at the sole cost of Developer.

(2) The Parties agree that the Production Facilities, including the water plant and water well, will be functional by December 2026; provided, however, if by April 15, 2026 Developer determines that Developer is not at a pace to deliver 75 lots by June 2026, the Parties agree to revise this Article 3, Paragraph 2 to extend the date by which the Production Facilities will be operational.

(3) Quadvest agrees that it shall provide for emergency power, as that term is defined in 30 Tex. Admin. Code 290.38 (as revised or succeeded), for the Production Facilities, and that it

will provide for auxiliary power, as that term is described in 30 Tex. Admin. Code 317.4 (as revised or succeeded), for the Wastewater Treatment Facilities.

(4) The Parties recognize that Quadvest will construct the Plants in phases according to the real or projected growth and demand of the Development and otherwise as allowed under applicable Agency regulatory requirements.

(5) Quadvest shall be solely responsible for all costs for maintenance, repair, operation and rehabilitation of the Plants, Lift Stations, and Utility System Mains.

(6) Acknowledging that the Utility System Mains as funded and constructed by Developer pursuant to this Contract shall be designed solely to provide service to customers with the Development, the Parties recognize that the Utility System and the Plants may be used to provide water and sewer service not only to the Development, but also to additional properties outside of the Property if and as Quadvest reaches agreement with the owners of those additional properties; provided, however, (i) such water and sewer service shall not otherwise diminish or interfere with the obligations of Quadvest under this Contract; and (ii) Quadvest shall provide updates of such agreements following a reasonable request from Developer. Quadvest shall remain solely responsible for any expansion of the Plants and to the Utility System Mains (as applicable) to accommodate additional capacity requirements due to its commitment to serve additional properties, subject to the requirements and approval of the Agency, and subject to this Article 3, Paragraph 6.

(7) Quadvest shall be solely responsible for compliance with the Agency requirements as they relate to the construction, expansion, and ongoing operation of the Plants.

(8) Notwithstanding anything to the contrary in this Contract, Quadvest shall be solely responsible for acquiring any additional rights and interests in real property or personal property necessary for the expansion of the Plants or the acquisition of any easements necessary for the services contemplated by the Contract from persons or entities other than the Developer or the District, and shall take all necessary action to acquire such rights and interests in a manner that enables its compliance with the terms and conditions of this Contract, including this Article 3. In addition, Quadvest shall promptly grant to Developer any easements necessary for Developer's construction of any portion of the Utility System Mains on either the Water Plant Site or the Lift Station Sites to the extent such easements do not interfere with Quadvest's operations.

(9) Regarding the Wastewater Treatment Facilities, Quadvest will be utilizing its Waller County Municipal Utility District No. 9A Freeman Ranch Wastewater Treatment Plant, in which Quadvest has an allocated capacity of 250,000 gallons per day. Quadvest commits to having permitted discharge capacity. The Parties agree that this amount is of a sufficient volume to serve the Development based on the Parties' agreed assumption that the Development will be comprised of a cumulative total of 440 lots/ESFC, and that each lot will discharge not less than 250 gallons per day; provided, however, Quadvest shall have the right to apply to the Agency for a re-rating of the wastewater treatment system to a lower per connection criteria, and upon approval of the same, such revised criteria shall apply.

(10) Quadvest will commence construction of the Water Plants within a timeframe that

allows for the provision of utility service in an adequate amount for the then-existing phase of the Development provided, however, that Quadvest shall have until the later of (i) December 15, 2026, or (ii) a minimum of six (6) months after the date of Quadvest's written acceptance of Developer's completion of the preparation of the Water Plant Site and provision of access to the Water Plant Site pursuant to Article 1 of this Contract to substantially complete construction of the Production Facilities. Quadvest's obligations under this Paragraph 10 are subject to delay caused by one or more of the following:

(a) Developer's failure to satisfy one or more of its obligations under this Contract, including, without limitation, the provision of access and 3-phase power, including the transformer, to the Water Plant Site;

(b) Force Majeure as set forth in Article 13, Paragraph 1 of this Contract.

(11) If Developer requires wastewater service for the Development prior to the date the Utility System Mains are connected to the existing force main pursuant to Article 1, Paragraph 2, Quadvest will provide interim waste disposal service to the Development known as "Hold and Haul" service (the "**Hold & Haul**") at Developer's request, subject to the terms as set forth in this Paragraph 11, as follows:

(a) Developer shall be responsible for paying all of the cost of the Hold & Haul for the duration of such service, except to the extent the delay in the Wastewater Treatment Facilities becoming operational is due to Quadvest's breach of this Contract or due to Quadvest's negligence.

(b) Developer shall not conduct interim waste disposal service for the Development.

(c) Quadvest shall have no obligation to provide the Hold & Haul for longer than eighteen (18) months from the first provision of the Hold & Haul.

(d) Developer shall only provide and Quadvest shall only be obligated to accept domestic wastewater for the Hold & Haul that is compatible with the operation of the treatment system receiving the wastewater and the TCEQ permitted limits for water quality for that treatment system. Developer shall be responsible for any damage caused to the treatment system to the extent such damage arises as a result of the quality of the Developer's domestic wastewater provided for the Hold & Haul.

(12) Developer warrants that it has no actual knowledge of any restrictions or other agreements affecting the Development upon the Property that have not been disclosed to Quadvest that would prevent or interfere with Quadvest's construction, expansion (if any), and operation of the Plants and operation of the Utility System other than those stated herein. Developer further warrants that there are no deed restrictions or other restrictions created by the Developer that are incompatible with the construction, operations and maintenance of the Utility System.

(13) Developer agrees to cooperate with and assist Quadvest in obtaining all required governmental permits and approvals for the Plants, their design and their construction, and the

operation of the Utility System.

(14) Developer further agrees to provide Quadvest with temporary unrestricted access to the Utility System and Water Plant Site during construction of the Plants.

(15) To the fullest extent permitted by law, Developer shall indemnify, defend and hold Quadvest and its successors and assigns harmless from and against any and all claims, losses, costs and/or expenses, obligations or liabilities of any kind that may be incurred by Quadvest as a result of physical damage to the Plants, personal injury or death resulting from any negligent or wrongful activities on the Development by Developer, its employees or agents, or anyone else on the Development at the direction of the Developer. Quadvest shall indemnify, defend, and hold Developer and its successors and assigns harmless from and against any and all claims, losses, costs and/or expenses, obligations or liabilities of any kind that may be incurred by Developer as a result of physical damage to the Property, personal injury or death caused by Quadvest's negligent or wrongful activities during construction and/or expansion of the Plants.

(16) Quadvest shall be authorized and entitled to stage on the Water Plant Site equipment, materials and personnel related to Quadvest's installation and construction of the Plants.

(17) At all times while Quadvest is engaged in any activity in the Development, Quadvest shall pay for and maintain the insurance coverage described below, with deductibles for their own account, on policy forms and with insurance carriers acceptable to Developer and with limits not less than those shown below, all of which shall be provided at the sole cost of Quadvest:

• Workers' Compensation	Statutory
• Employer's Liability	$100,000
• Commercial General Liability (Including Products/Completed Operations)	$1,000,000 Per Occurrence
• Automobile Liability (All Owned, Non-Owned and Hired)	$1,000,000 Combined Single Limit

(18) Quadvest shall furnish to Developer, within ten (10) days following Developer's written request, certificates evidencing that the required insurance is in force and reflecting the names of the owners of the respective Development and the lienholders, as additional insureds. The certificates shall provide that in the event of cancellation or material change, thirty (30) days' prior written notice shall be given to Developer. The policies of insurance shall be endorsed to waive subrogation.

ARTICLE 4
CONTRIBUTION IN AID OF CONSTRUCTION

(1) As part of the consideration under this Contract, Developer, on behalf of the District, shall pay to Quadvest ONE MILLION NINE HUNDRED NINETY-FIVE THOUSAND

DOLLARS and NO/100 ($1,995,000.00) as a contribution in aid of construction for additional facilities in accordance with, among other applicable provisions of Texas law that may apply, Section 24.163(d) of the Texas Administrative Code and the Agency approved tariff for Quadvest's Plants ("**Contribution Payment**"), which payment shall be made in four installments as follows:

(i) Installment # 1	$498,750.00	No later than sixty (60) days of the Effective Date of this Contract
(ii) Installment # 2	$498,750.00	One Hundred Eighty (180) Days after Installment #1
(iii) Installment # 3	$498,750.00	One Hundred Eighty (180) Days after Installment #2
(iv) Installment # 4	$498,750.00	One Hundred Eighty (180) Days after Installment #3

(2) Quadvest shall provide reasonable support to the Developer and/or the District for TCEQ submittals, including bond applications, in connection with this Article 4 of the Contract, including, but not limited to, providing all information, documents and signatures required by the District related to any contractual interest in the capacity of the Plants provided under this Contract.

(3) Quadvest acknowledges and agrees that the Contribution Payment shall be a capitalized unit cost per connection and shall reserve for the Property (i) the right to capacity in the Water Production Facilities in a unit amount equal to 440 ESFCs and (ii) the right to capacity in the Wastewater Treatment Facilities in a unit amount equal to 440 ESFCs to serve the Property (the "**Capacity Interest**").

(4) The Parties acknowledge and agree that the Contribution Payment is a reasonable cost for the number of connections reserved in the Capacity Interest, as shown on the cost per connections chart on **Exhibit L** attached hereto.

(5) The Parties understand that the total amount of the Contribution Payment is equal to the cost of the Capacity Interest and the Capacity Interest is necessary to serve the needs of the Property and the District, pursuant to the water and sewer tariffs approved by the Agency.

(6) The Parties understand that the District will issue the District Bonds to reimburse the Developer for Contribution Payment for the Capacity Interest. The District Bonds shall be secured solely by revenues collected from an ad valorem tax levied by the District and shall not contain any pledge of revenues from the operations of the Water Production Facilities or Wastewater Treatment Facilities. The District shall have a contractual right to the Capacity Interest for the duration of the Contract.

(7) Quadvest's obligations to reserve the Capacity Interest under this Contract are not subordinated in any way to any other obligations or rights of any other person or entity.

ARTICLE 5

CHARGE OF RETAIL SERVICE

(1) The Parties agree that the water and sewer service will be provided by Quadvest to the customers/homeowners on a retail basis. The Parties recognize that as a retail water and sewer service provider, Quadvest is subject to Public Utility Commission of Texas regulations that impose upon Quadvest customer service protections relating to the provision of service, including the adequacy and continuity of service. Quadvest will charge the customers/homeowners water and sewer rates according to the water and sewer tariffs approved by the Agency and in effect at the time of service. The Parties recognize those tariffs include certain regulatory pass-through fees that will be charged to the customers/homeowners under the tariffs. The current Quadvest water and sewer tariffs are included in **Exhibit J** attached hereto.

ARTICLE 6
PROPERTY

(1) Not later than sixty (60) days following the Effective Date of this Contract, Developer shall cause a title company to deliver to Quadvest, in Quadvest's sole discretion, either a current title commitment or current title report covering the Water Plant Site, Lift Station Sites, and other aspects of the Utility System to be transferred to Quadvest on the timeframes set forth in this Contract, together with, in the case of a title commitment, good and legible copies of all documents constituting exceptions to Developer's title to such fee simple property and easements as reflected in the title commitment (the "**Title Review**").

(2) At such time as all of the real property rights relating to the Utility System, other than those shown on a Plat, for a section of the Development that are dedicated and/or granted, and at such time as the actual dimensions of the Water Plant Site and Lift Station Sites are agreed to and finalized by a surveyor, Developer shall, at Quadvest's discretion, cause an updated Title Review to be prepared and delivered to Quadvest. In the event Quadvest objects to any new exceptions therein, Quadvest will notify Developer thereof within ten (10) days and if Developer cannot cure same within ten (10) days thereafter, Quadvest may request an alternate location that is satisfactory to Quadvest, or in the event that an alternate location cannot be identified that is satisfactory to Quadvest, Quadvest may subsequently terminate this Contract after a twenty-one (21) day cure period.

(3) If Quadvest chooses to have title insurance coverage over any real property interests associated with this Contract, based on the Title Review or otherwise, Quadvest shall be responsible for obtaining the title insurance, including paying for the cost thereof.

(4) At such time as the Water Plant Site, Lift Station Sites, and Utility System Mains are conveyed (as applicable), Developer shall obtain, if requested by Quadvest, at Developer's sole cost and expense, and provide to Quadvest a current survey or plat of the fee simple portions and easements for the Water Plant Site, Lift Station Sites and Utility System Mains to be conveyed to Quadvest under this Contract, in a form that substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey. For purposes of the property description to be included in the Deed and other documents to be delivered pursuant to this Contract, the field notes prepared by the surveyor shall control any conflicts or inconsistencies with the legal description contained herein or in the Title Review, and

such field notes shall be incorporated herein by this reference upon completion and included as the property description in the Deed and any title policy.

(5) Upon request by Quadvest, Developer shall deliver to Quadvest copies of all documents prepared by third parties, without warranty or representation by Developer, to the extent such documents are in Developer's possession pertaining to the development, ownership, or operation of the Utility System and related properties, including but not limited to, any existing survey(s) of the well sites; soils reports; wetlands studies; feasibility studies; environmental reports, studies, tests, data, assessments and notices; any documentation regarding water, sanitary sewer, gas and other utilities serving the property; utility information pertaining to the property; engineering studies and plans; and ad valorem tax notices and receipts for the last two (2) calendar years prior to the request being made by Quadvest.

(6) Quadvest shall be entitled to enter upon the Property (while such Property is owned by the Developer or otherwise during development of the Utility System) at all reasonable times during the term of the Contract in order to conduct engineering studies, environmental studies, soil tests and any other inspections and/or tests that Quadvest may deem necessary or advisable to evaluate the Development and the Utility System; provided that in no event shall Quadvest interfere with the Developer's use and development of the Property or interfere with any approvals or permits required for Developer's Development and/or intended use of the Property. Quadvest shall indemnify and hold Developer harmless from and against any and all losses, costs and/or expenses that may be incurred by Developer as a result of physical damage to the Property, personal injury or death caused during or by any such inspections and/or tests, and Quadvest shall repair any damage caused by Quadvest, its agents or representatives.

(7) Quadvest shall also be authorized and entitled to stage on the Water Plant Site equipment, materials and personnel related to Quadvest's installation and construction of the Plants.

ARTICLE 7
AGENCY APPROVAL

Quadvest shall prepare and prosecute, at its expense, any application necessary for Agency approval of this transaction, including to amend Quadvest's water and sewer CCNs to include the Development. Developer shall provide reasonable support to Quadvest regarding Agency approval, including, but not limited to, providing all information, documents and signatures reasonably required by Quadvest and making its officers and employees available as witnesses in any contested hearings. Each party shall bear the cost of its own attorneys, engineers, accountants, consultants or other agents in obtaining such Agency approval. Quadvest shall provide reasonable support to the District for TCEQ submittals, including bond applications, including, but not limited to, providing all information, documents and signatures required by the District related to the Utility System, the Plants and the services contemplated by this Contract.

ARTICLE 8
TRANSFER

(1) Developer shall convey the Groundwater within sixty (60) days following the

Effective Date of this Agreement pursuant to conveyance documents in substantially the same form as set forth in **Exhibit K** attached hereto, conveying the Groundwater along with the right of Quadvest to pool any such Groundwater with other groundwater adjacent to the Property.

(2) The transfer of the Water Plant Site, Lift Station Sites, the Utility System Mains, and all other Utility System assets pursuant to this Contract (individually, a "**Utility System Asset**," and collectively, the "**Utility System Assets**") may occur at separate times and for separate portions, on mutually acceptable dates as soon as reasonably possible once the Transfer Conditions for the Utility System Asset or Utility System Assets (as defined in Article 9) for a portion are satisfied. The exact date(s) of the Transfer(s) may be scheduled by Quadvest upon ten (10) days' prior notice to the Developer of the date of the Transfer. In the event that initial Transfer of all of the Utility System Assets does not occur on or before the date which is the sooner of: (a) thirty (30) days after the issuance of any and all of authorizations necessary for Quadvest to provide water and sewer utility service to the Property, including, but not limited to, Water and Sewer permits or permit amendments for the Development issued by the Agency in favor of Quadvest and the CCN amendments to Quadvest needed to serve Property; or (b) two (2) years after the date hereof, then this Contract shall terminate at Quadvest's sole discretion on thirty (30) days' notice to Developer, subject to the Parties' mutual agreement to extend. In the event of such termination, (1) neither party shall have any further obligations hereunder except those that expressly survive termination of this Contract; and (2) Quadvest agrees within thirty (30) days of written request by Developer to provide any and all documents required by the Developer where Quadvest relinquishes any claim to all CCNs affecting the Development or consenting to a third party that the Development may be annexed into that entity's utility system. For purposes of clarity, the Parties hereto acknowledge and agree that multiple Transfers may be agreed upon by the Parties in accordance with the Development timeline of the Developer.

(3) As part of the transfer of the Utility System Assets Developer shall furnish and deliver to Quadvest, at Developer's sole cost, the following:

(a) such evidence or other documents as may be reasonably required by Quadvest or the title company evidencing the status and capacity of Developer and the authority of the person or persons who are executing the various documents on behalf of Developer in connection with the sale and conveyance of the Water Plant Site, Lift Station Sites, and related easements to Quadvest pursuant hereto;

(b) a non-withholding statement that will satisfy the requirements of Section 1445 of the Internal Revenue Code so that Quadvest is not required to withhold any portion of the Purchase Price for payment to the Internal Revenue Service; if Developer is a "foreign person" or if Developer fails to deliver the required certificate at the time of the Transfer, then in either such event Developer shall comply with the withholding provisions of the federal tax law.

(c) the Deed, in substantially the same form as set forth in **Exhibit H** conveying good and indefeasible title with respect to the Water Plant Site and the Lift Station Sites to be conveyed in fee simple title to Quadvest (following the final discharge of the District Bonds).

(d) a bill of sale, in substantially the same form as set forth in **Exhibit D** conveying to Quadvest the Utility System Mains (following the final discharge of the District Bonds) and any other portion of the Utility System owned by Developer that is considered personal property (including, without limitation, the lift stations) free and clear of any liens;

(e) utility easements in favor of Quadvest, in a form mutually agreed to by the Parties, for any portion of the Utility System Mains not situated on the Lift Station Sites and/or not already contained within a publicly dedicated easement or private easement;

(f) recorded easements suitable for the construction, use, and maintenance of an all-weather access road or driveway to the Lift Station Sites and other above ground facility for the Utility System Mains;

(g) any and all other documents and/or easements described herein needed by Quadvest to operate and maintain the Utility System in accordance with Agency regulations and requirements;

(h) such other documents as the title company issuing any title policy may reasonably require to consummate this transaction.

ARTICLE 9
TRANSFER CONDITIONS

Quadvest's obligation to complete the transfer of the Utility System Assets (the "**Transfer**") for a Portion of the Development is expressly conditioned upon the satisfaction of the following conditions (collectively, the "**Transfer Conditions**") on or before the Transfer of the identified Utility System Asset (such conditions are for the sole benefit of Quadvest and may only be waived by Quadvest in its sole discretion):

(1) Regarding the Utility System Mains, Developer shall have completed construction of the Utility System Mains as part of a state-certified retail public water/sewer utility system to serve the Development, in a manner that complies with all laws, rules and regulations regulating same, and conveyed such Utility System Mains to the District, and the District shall have confirmed in writing Quadvest's exclusive right to use such Utility System Mains to serve customers on the Development.

(2) Regarding the Utility System Mains, Quadvest shall have received any and all necessary governmental approvals for the ownership and operation of the Utility System Mains.

(3) Regarding the Utility System Mains, Quadvest shall have received an assignment of all assignable warranties and other similar commitments obtained by Developer relating to the construction and operation of the Utility System Mains.

(4) Regarding all of the Utility System Assets, Quadvest shall have received any and all necessary governmental approvals for the ownership and operation of the Plants, including, but not limited to, approval of the water and sewer permits in favor of Quadvest and amendment of Quadvest's CCNs to provide service to the Property.

(5) Regarding all of the Utility System Assets, all of Developer's representations and warranties made herein, including those set forth in the recitals, shall be true and correct as of the date of the Transfer in all material respects and Developer shall have fully complied with all of Developer's covenants contained herein in all material respects.

ARTICLE 10
TITLE REVIEW AND BROKERS

(1) Quadvest is hereby advised that it should have the abstract covering the herein described real estate examined by an attorney of its selection or be furnished with or obtain a policy of title insurance.

(2) Each party represents to the other that no broker or finder has been involved in this transaction. It is agreed that if any claims for brokerage commissions or fees are ever made against Quadvest or Developer in connection with this transaction, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. It is further agreed that each party agrees to indemnify and hold harmless the other from and against any and all such claims or demands with respect to any person, entity, firm or corporation claiming through or under the indemnifying party in connection with this Contract or the transactions contemplated hereby.

ARTICLE 11
REMEDIES

The Parties acknowledge that full and faithful performance of this Contract is material to each respective party and their willingness to be bound by the same. The Parties further acknowledge that full and faithful compliance with all Agency or applicable governmental orders issued during any regulatory review and approval proceeding(s) arising therefrom is critical to the successful performance of this Contract. Accordingly, the Parties agree that the remedies for any breach hereunder shall be:

(1) If Quadvest fails to comply herewith, Quadvest shall be in default, and if such default continues for a period of ten (10) business days after Quadvest receives written notice of such default, Developer may, as its sole and exclusive remedy options:

(a) enforce the Contract through judicially ordered specific performance; or

(b) seek such other relief in equity or as may be provided by law; or

(c) terminate this Contract with written notice if Quadvest's failure to comply is material to the transaction.

(2) If Developer fails to comply herewith, Developer shall be in default, and if such default continues for a period of ten (10) business days after Developer receives written notice of such default, Quadvest, may as its sole and exclusive remedy options:

(a) enforce the Contract through judicially ordered specific performance; or

(b) seek such other relief in equity or as may be provided by law; provided that in no event shall Developer be liable for any punitive, speculative, or consequential damages, or damages for loss of opportunity or lost profit, in the event of Developer's default hereunder; or

(c) terminate this Contract with written notice if Developer's failure to comply is material to the transaction; however, this remedy shall only be available to Quadvest prior to any Transfer, and thereafter Quadvest's remedies shall be limited to a suit for specific performance or a suit for its actual (and not punitive or consequential) damages.

ARTICLE 12
FURTHER DEVELOPER COVENANTS

(1) In addition to the other obligations set forth in this Contract, Developer agrees that it has removed the Property from the ETJ of the City of Houston and that the City of Houston has no authority over the activities contemplated by this Contract.

(2) Developer further covenants and agrees that it shall create and enforce, by deed restrictions or other restrictive covenants for the Development, the following requirements restricting the use of the Property and the individual dwellings or other structures thereon (the "**Development Restrictions**"):

(i) the use of the Property shall not be incompatible with the construction, operation and maintenance of a state approved public water and sewer utility;

(ii) no private water or sewer supplies shall be allowed within the Development, including, without limitation, the use of private water supplies for irrigation of individual dwellings or Development common areas and the use of private septic systems;

(iii) all residential dwellings purchasing water service from Quadvest, its successors or assigns, shall be required to purchase sewer service from Quadvest, its successors or assigns, as long as they provide sewer service.

(2) Developer shall make all residential dwellings within the Property acquired and developed by Developer subject to the Development Restrictions pursuant to the filing of same in the public or deed records of Waller County, Texas prior to the first closing of a residential home in the Development by Developer.

(3) Any revision to the Development Restrictions concerning water and sewer services is prohibited without the written consent of Quadvest.

ARTICLE 13
MISCELLANEOUS

(1) <u>Force Majeure</u>. If any Party is rendered unable to carry out any of its obligations under this Contract by reason of force majeure, then the obligations of such Party, to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of such force majeure. The term "Force Majeure" shall include,

without limitation of the generality thereof, acts of God, floods, hurricanes, strikes, war, orders of governmental bodies having jurisdiction, a pandemic, an epidemic (other than an epidemic that exists on the Effective Date), national or state health crisis (other than exists on the Effective Date), unavailability of materials to the extent not within the reasonable control of the Parties, and other circumstances outside the reasonable control of the Party involving such right.

(2) Address and Notice. All notices and communications provided or permitted to be given under this Contract must be in writing and may be served by (i) depositing same in the United States mail, addressed to the Party to be notified, postage prepaid, by certified mail with return receipt requested; (ii) by delivering the same in person to such Party, (iii) by facsimile transmission, or (iv) by e-mail transmission. Notice given in any other manner shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to Developer:	JBZ SLM Katy Land, LLC Attn: Chett Wignall 7906 North Sam Houston Parkway, Suite 102 Houston, Texas 77064 Email: chett.wignall@historymaker.com
With a copy to:	Allen Boone Humphries Robinson LLP Attn: Sanjay Bapat 3200 Southwest Freeway, Suite 2400 Houston, Texas 77027 Email: sbapat@abhr.com
If to Quadvest:	Quadvest, L.P. Attn: Simon Sequeira, President 26926 F.M. 2978 Magnolia, Texas 77354 Email: simon@quadvest.com

The Parties shall have the right at any time to change their respective addresses and each shall have the right to specify any other address upon fifteen (15) days written notice to all other Parties.

(3) Assignability. This Contract shall bind and benefit the respective Parties and their legal successors and permitted assigns. Quadvest shall have the right at all times to assign this Contract to another similarly licensed entity that will operate the Utility System and provide water and sewer utility services to the Development without the consent of Developer, provided such assignee assumes and agrees to perform all of the obligations of Quadvest in connection with such assignment and a copy of such assignment and assumption agreement is simultaneously provided to Developer. This Contract shall not be assignable, in whole or in part, by Developer without first obtaining the written consent of Quadvest, which consent shall not be unreasonably withheld. Notwithstanding the preceding, Developer shall be entitled to assign this Contract to the District. Upon such assignment by Developer, Developer shall provide written notice thereof to Quadvest and thereafter Quadvest shall look solely to the District for performance of all obligations of the

Developer hereunder.

(4) Regulatory Agencies and Cooperation. This Contract shall be subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, and of any regulatory body having jurisdiction. Recognizing that some provisions of this Contract may be subject to Agency action, the parties will cooperate to modify or waive such obligations, which modification or waiver shall not be unreasonably withheld, if the intent of the parties can still be achieved and the Utility System can be operated by Quadvest under the tariff approved by the Agency, which is consistent with industry standards and rates from time to time.

(5) No Additional Waiver Implied. The failure of any Party to insist on any one or more instances upon performance of any of the terms, covenants or conditions of this Contract, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other Party, but the obligations of such other Party with respect to such future performance shall continue in full force and effect.

(6) Modification. Except as otherwise provided herein, this Contract shall be subject to change, modification, or amendment, but only with the mutual consent of the Parties.

(7) Parties in Interest. This Contract shall be for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed to confer any rights upon any third party.

(8) Severability. The provisions of this Contract are severable, and if any provision or part of this Contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such provision or part of this Contract to other persons or circumstances shall not be affected thereby.

(9) Merger. This Contract embodies the entire understanding between the Parties and there are no prior effective representations, warranties or agreements between the Parties.

(10) Construction of Contract. The Parties agree that this Contract shall not be construed in favor of or against either Party on the basis that the Party did or did not author this Contract. Further, the Contract shall be construed in accordance with the laws of the State of Texas, with venue in Waller County, Texas.

(11) Indemnification. EACH PARTY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS EMPLOYEES, OFFICERS, DIRECTORS, AND TRUSTEES FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, AND COSTS ARISING FROM THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OF THE INDEMNIFYING PARTY TAKEN IN CONNECTION WITH THIS CONTRACT BY SUCH PARTY OR ITS EMPLOYEES OR AGENTS. HOWEVER, NO PARTY SHALL BE REQUIRED TO INDEMNIFY ANOTHER FOR THE OTHER PARTY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT.

(12) Authority. Each Party represents that (i) execution and delivery of this Contract by it has been duly authorized by its governing body or other persons whom such Party is legally bound to obtain authorization, (ii) that the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order or other law to which it is subject, and (iii) this Contract is a binding and enforceable agreement on its part.

(13) Dispute Resolution. Prior to the commencement of litigation, the parties agree to submit any dispute arising hereunder not resolved by mutual agreement to non-binding mediation, pursuant to Tex. Civ. Prac. & Rem. Code 154.023, before an impartial third party ("**Mediator**") qualified under Tex. Civ. Prac. & Rem. Code 154.052. The Mediator shall be selected by mutual agreement of the parties or by court order absent such agreement.

(14) Remedies and Enforcement. The Parties agree that this Contract may be enforceable by specific performance as well as any other remedy available at law or in equity. By agreement of the parties, venue over any cause of action arising from this agreement shall lie in the courts of Waller County, Texas, and shall be subject to and interpreted by the laws of the State of Texas. Venue over any administrative cause of action shall lie in the Agency and the courts of Travis County, Texas. All parties agree that if any party(ies) should default on any of the conditions and covenants hereunder or threaten to do so, or should it be necessary for any reason for either to hire or retain an attorney to represent them in connection with this Contract, the party(ies) found to be responsible agrees to pay to the prevailing party(ies) a reasonable amount for costs and attorney's fees.

(15) Statutory Verifications. Quadvest represents and warrants that at the time of this Agreement, neither Quadvest, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Quadvest: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

(a) By signing and entering into this Contract, Quadvest verifies that:

(i) pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Agreement. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code; and

(ii) pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

(ii) At the request of the District, Quadvest agrees to execute further written verifications or certifications as may be necessary or convenient for the District to establish compliance with Texas law.

(16) Contracting Information. Quadvest shall provide the District, upon the District's request in response to a Public Information Act (Texas Government Code, Chapter 552) (the "**PIA**"), with copies of all records related to the operation, maintenance, and repair of the Utility System Mains that the District is required to produce pursuant to the PIA, provided that Quadvest shall not be required to maintain or produce any such records more than five (5) years from the creation of the record.

(17) Annual Meeting. At Developer's request, Quadvest and Developer's shall meet, not less than once annually, to discuss the projected Developer's demand and the projected need for the facilities related to the Plants. This provision shall terminate upon the earlier of (i) full build out of the Development; or (ii) any assignment of this Contract pursuant to Article 13, Paragraph 3.

(18) Service Term. The provisions of this Contract shall be in full force and effect from the Effective Date until the earlier of (i) such time as the District Bonds have been fully discharged and the Utility System Mains have been conveyed; or (ii) such earlier time as determined mutual agreement of the Parties. The Parties acknowledge that pursuant to the CCNs which will overlay the Development, Quadvest shall have the obligation to provide water and sewer service to customers within the Development.

(19) Effective Date. The "**Effective Date**" of this Contract shall be the later date of the two signatures below.

(Signature page to follow.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date and year set forth on the first page hereof.

JBZ SLM KATY LAND, LLC
a Texas limited liability company

By: ______________________

Name: Matt Wiggins

Title: CFO

Date: Aug. 5, 2025

QUADVEST, LP

By: Quadvest Management, LLC,
a Texas limited liability company

By:______________________________

Name: Simon Sequeira

Title: President

Date: 8-5-2025

CONTRACT FOR THE DEVELOPMENT AND PURCHASE OF PUBLIC DRINKING WATER AND SANITARY SEWER FACILITIES AND TRANSFER OF GROUNDWATER INTERESTS IN WALLER COUNTY, TEXAS

List of Exhibits

CONTRACT FOR THE DEVELOPMENT AND PURCHASE OF PUBLIC DRINKING WATER AND SANITARY SEWER FACILITIES AND TRANSFER OF GROUNDWATER INTERESTS IN WALLER COUNTY, TEXAS

EXHIBIT A

DESCRIPTION OF THE PROPERTY

A 151.497 acre, or 6,599,198 square feet more or less, tract of land, being all of that called 131.503-acre tract conveyed to Holigan Farm and Ranch LLC and described in Clerk's File Number (C.F. NO.) 2110235 of the Official Public Records of Waller County (O.P.R.W.C.) and all of that called 20.00-acre tract of land conveyed to Kim N. Bach. and described in a deed recorded in C.F. NO. 11103418 O.P.R.W.C., Texas, situated in the Fred Eule Survey, Abstract 375, Waller County, Texas. Said 151.497-acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

BEGINNING: At a 1 inch iron rod found for the northwest corner of the said 131.503-acre tract, the southwest corner of a called 2.00-acre tract of land conveyed to Jacqueline S. Vaglienty, et al as described in a deed recorded in Clerk's File No. 1005600 in the Official Public Records of Waller County, and in the east line of a called 12.370-acre tract of land conveyed to JR Evergreen, LLC as described in a deed recorded in Clerk's File No. 1807971 in the Official Public Record of Waller County, Texas;

THENCE: N 88°00'03" E, along and with the common line between said 131.503-acre tract and said 2.00-acre tract, passing at a distance of 499.00 feet, a found 5/8 inch iron rod, continuing for a total distance of 529.42 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" to be set for the southwest corner of said 20.00 acre tract;

THENCE: N 01°59'16" W, along and with the east line of the following tracts; a called 2.00 acre tract conveyed to Jacqueline S. Vaglienty, et al in C.F. No. 1005600 O.P.R.W.C., a called 11.940 acre tract (tract 2) and a called 5.0 acre tract (tract 1) conveyed to Karyn M. Johnson in C.F. No. 011825 O.P.R.W.C., a called 15.033 acre tract conveyed to NSR Katy Investments, LLC in C.F. No. 1807223 O.P.R.W.C., the west line of said 20.000 acre tract, passing at a distance of 2586.29 feet, a found 1 inch iron pipe, continuing for a total distance of 2626.29 feet to a 1 inch iron rod found for the northwest corner of said 20.000 acre tract, the northeast corner of said 15.033 acre tract and in the centerline of said Beckendorff Road;

THENCE: N 88°00'01" E, along and with the north line of said 20.00-acre tract and the centerline of Beckendorff Road, a distance of 331.62 feet to a ½ inch iron rod found for the northeast corner of said 20.00-acre tract, the northwest corner of a called remainder of a 5.450 acre tract of land conveyed to Genaro Caballero in Clerk's File No. 1002670 O.P.R.W.C.;

THENCE: S 01°59'16" E, along and with the west lines of the following tracts: the remainder of a said 5.450 acre tract, a called 1.500 acres conveyed to Espiridion Gonzalez Hernandez, et ux in C.F. No. 2004829 O.P.R.W.C., a called 1.500 acres conveyed to Alberto Guzman Flores, et ux in C.F. No. 2004830 O.P.R.W.C the remainder of a called 5.000 acre tract conveyed to Miguel Pedraza Morelos, et ux in C.F. No. 2002557

O.P.R.W.C., a called 1.5 acre tract conveyed to Miguel Angel Pedaza Morelos, et ux in C.F. No. 2401862 O.P.R.W.C., a called 5.000 acre tract conveyed to Manuel Abarca, et al in C.F. No, 1204735 O.P.R.W.C., a called 5.000 acre tract conveyed to Ana Laura Soto Torres, et al in C.F. No. 1704995 O.P.R.W.C., a called 4.999 acre tract (Tract 3) conveyed to Cecilla Bonilla in C.F. No. 2001539 O.P.R.W.C., a called 4.998 acre tract conveyed to Mark L Bing in C.F. No. 1805108 O.P.R.W.C., passing at a distance of 30.17, 1.66 feet right, a ½ inch iron rod found, continuing for a total distance of 2626.29 feet to a point for the southeast corner of the herein described tract, being the south common corner between said 20.000 acre tract and said 4.998 acre tract, and in the north line of a called 131.503 acre tract conveyed to Holigan Farm and Ranch LLC in C.F. No. 2110235 O.P.R.W.C., from which a ½ inch iron rod found bears S49°34'49"W a distance of 0.65 feet;

THENCE: N 88°00'03" E , along and with the common line between the following tracts: a called 4.998-acre tract of land conveyed to Mark L. Bing, Clerk's File No. 1805108, a called 4.502-acre tract of land conveyed to Cecilla Bonilla, Clerks File No. 2001539, a called 2.00-acre tract of land conveyed to Issac Cano, Clerk's File No. 1608488, and a called 4.000-acre tract of land conveyed to Rosalinda Ortega, Clerk's File No. 802246, all recorded in the Official Public Record of Waller County, Texas, a distance of 1813.80 feet to a 5/8-inch iron rod with cap stamped "Pape-Dawson" set for the northeast corner of said 131.503 acre tract,

THENCE: S 01°57'39" E, along and with the east line of said 131.503-acre tract, the west line of a called 655.54-acre tract of land conveyed to Astro Sunterra as described in a deed recorded in Clerk's File No. 2115246 in the Official Public Record of Waller County, Texas, a distance of 1397.15 feet to a 5/8-inch iron rod with cap stamped "Pape-Dawson" set for a southeast corner of said 131.503-acre tract, the northeast corner of a called 31.111-acre tract of land conveyed to Cypress Prairie Mitigation, LLC as described in a deed recorded in Clerk's File No. 2101670 in the Official Public Record of Waller County, Texas, and in the west line of said 655.54 acre tract;

THENCE: Departing a west line of said 655.54-acre tract, along and with the common line of said 131.503-acre tract and said 31.111-acre tract the following courses and distances:

S 86°20'48" W, a distance of 503.97 feet to a 5/8-inch iron rod with cap stamped "West Belt Surveying" found for corner,

S 49°47'33" W, a distance of 115.43 feet to a 5/8-inch iron rod found for corner,

S 19°50'19" W, a distance of 148.65 feet to a 5/8-inch iron rod found for corner,

S 01°43'11" E, a distance of 321.76 feet to a 5/8-inch iron rod with cap stamped "West Belt Surveying" found for corner,

S 88°16'49" W, a distance of 361.71 feet to a 5/8-inch iron rod with cap stamped "West Belt Surveying" found for corner, S 01°43'11" E, a distance of 169.04 feet to a 5/8-inch iron rod with cap stamped "West Belt Surveying" found for corner,

S 88°17'28" W, a distance of 118.54 feet to a 5/8-inch iron rod with cap stamped "West Belt Surveying" found for corner,

S 51°40'58" W, a distance of 271.71 feet to a 5/8-inch iron rod with cap stamped "West Belt Surveying" found for corner,

S 88°17'28" W, a distance of 349.55 feet to a 5/8-inch iron rod with cap stamped "West Belt Surveying" found for corner, and

S 04°19'00" E, a distance of 380.76 feet to a 5/8-inch iron rod with cap stamped "Pape-Dawson" set for a southeast corner of said 131.503-acre tract, the southwest corner of said 31.111-acre tract and a north line of the aforementioned 655.54-acre tract;

THENCE: S 88°17'28" W, along and with the south line of said 131.503-acre tract, and the north line of said 655.54-acre tract, a distance of 984.78 feet a 5/8-inch iron rod with cap stamped "Pape-Dawson" set for the southwest corner of said 131.503-acre tract, a northwest corner of said 655.54-acre tract and a southeast corner of a called 14.837-acre tract of land conveyed to Waller County Municipal Utility District No. 9B, as described in a deed recorded in Clerk's File No. 1802143 in the Office Public Records of Waller County, Texas;

THENCE: N 02°04'43" W, along and with the west line of said 131.503-acre tract, the east line of a said 14.837 acre tract, and the east line of said 12.370 acre tract, , a distance of 2644.12 feet to the POINT OF BEGINNING, and containing 151.497 acres in the City of Waller County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared under job number ***49126-24*** by Pape-Dawson Engineers, Inc.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF "AN ON THE GROUND SURVEY" AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: 09/24/204
JOB NO. 49126-24
DOC. ID.

STATE OF TEXAS
REGISTERED
AUSTAN W. LUPHER
6711
PROFESSIONAL
LAND SURVEYOR

September 24, 2024
K:\survey\Survey24\49126-24\Word\2135-24_SEED.docxSeptember 18, 2015

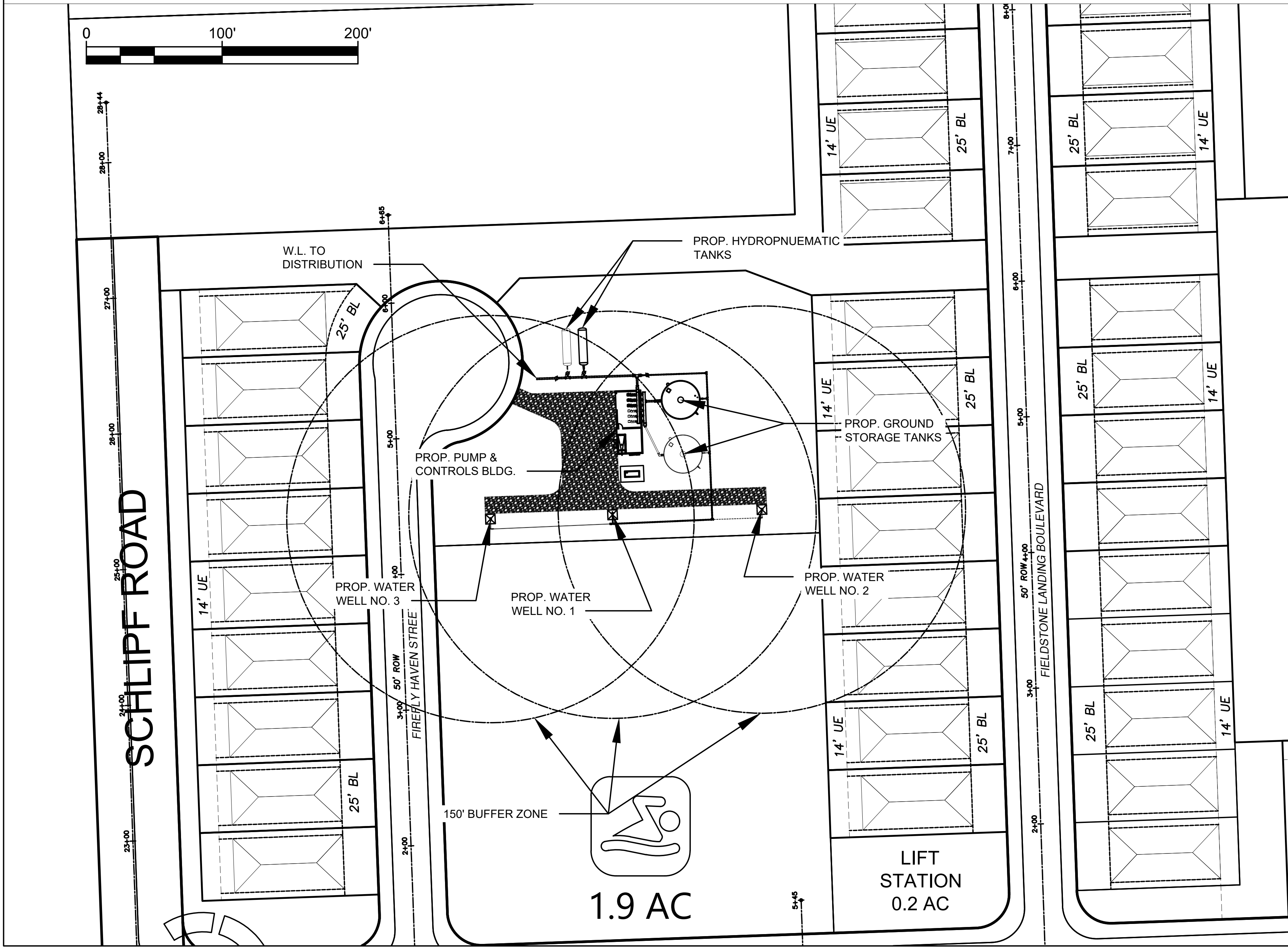
CONTRACT FOR THE DEVELOPMENT AND PURCHASE OF PUBLIC DRINKING WATER AND SANITARY SEWER FACILITIES AND TRANSFER OF GROUNDWATER INTERESTS IN WALLER COUNTY, TEXAS

EXHIBIT B-1

DESCRIPTION OF THE PLANTS

EXHIBIT F(1) - WATER PRODUCTION PLANT FACILITIES

Except as otherwise set forth in the Agreement, the groundwater production facilities shall generally consist of the components identified in the following schematic, subject to final as-built modifications.



Customer Service Office (24 hrs):
281-356-5347
Fax: 281-356-538
26926 FM 2978
Magnolia, TX 77354

QUADVEST L.P.
FIELDSTONE LANDING WATER PLANT

FIELDSTONE LANDING SUBDIVISION
WALLER COUNTY

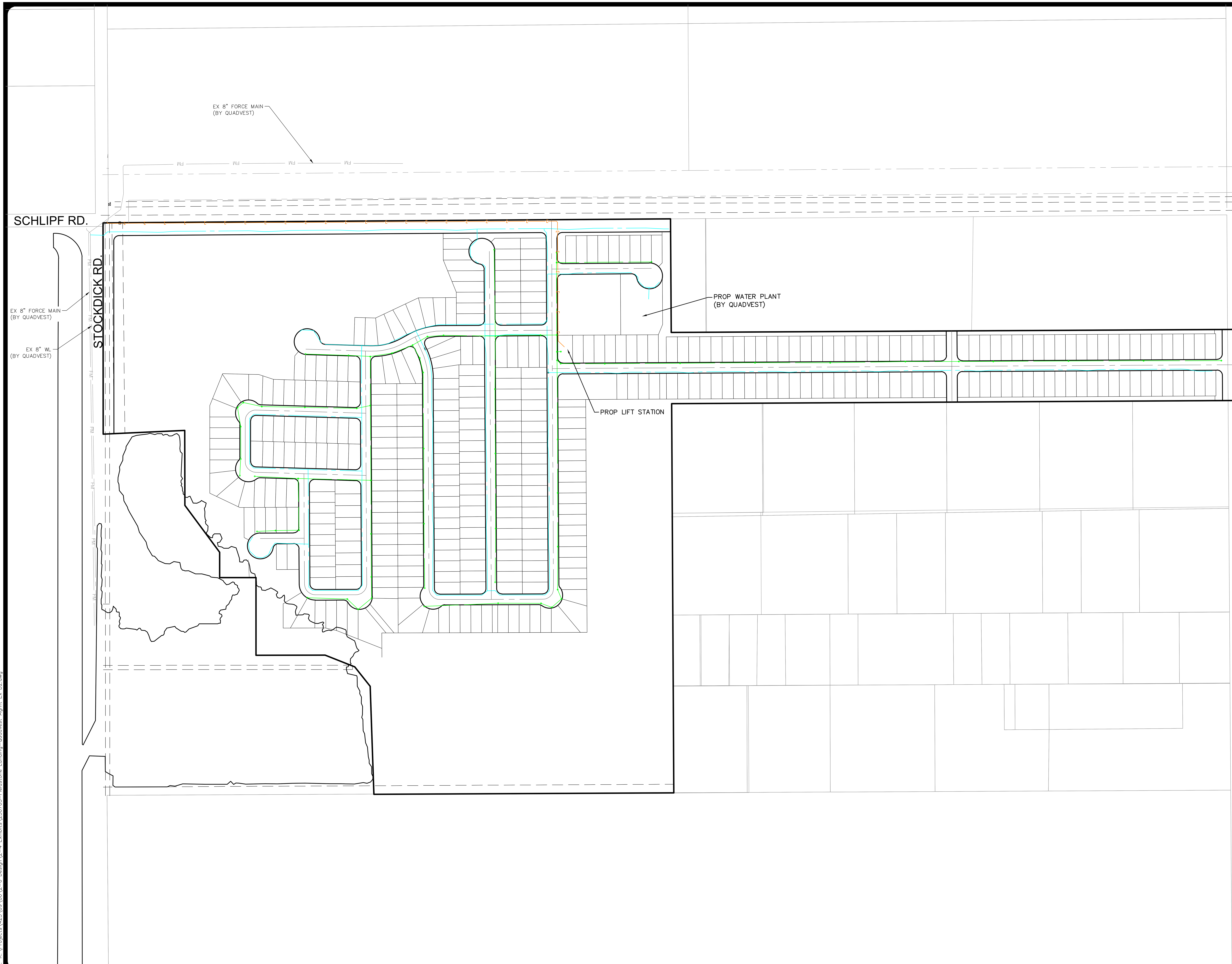
Revisions:		
No.	Date:	Description:

Graphic Scale	
Set Type	EXHIBIT
Date Issued	07/22/2025
Sheet Number	1 OF 1

CONTRACT FOR THE DEVELOPMENT AND PURCHASE OF PUBLIC DRINKING WATER AND SANITARY SEWER FACILITIES AND TRANSFER OF GROUNDWATER INTERESTS IN WALLER COUNTY, TEXAS

EXHIBIT B-2

DESCRIPTION OF THE UTILITY SYSTEM MAINS



LEGEND:

SANITARY SEWER

WATER LINE

FORCE MAIN

NOTE: UTILITY CONFIGURATION SHOWN IS CONCEPTUAL ONLY. EXACT LOCATIONS OF NEW INTERNAL UTILITIES WILL BE SHOWN ON CONSTRUCTION DOCUMENTS AND SUBJECT TO QUADVEST REVIEW.

FIELDSTONE LANDING - QUADVEST AGREEMENT
EX B2

WALLER COUNTY, TEXAS

SCALE: 1"= 200'

0' 200' 400' 600'

PAPE-DAWSON ENGINEERS

2107 CITYWEST BLVD, 3RD FLR I HOUSTON, TX 77042 I 713.428.2400

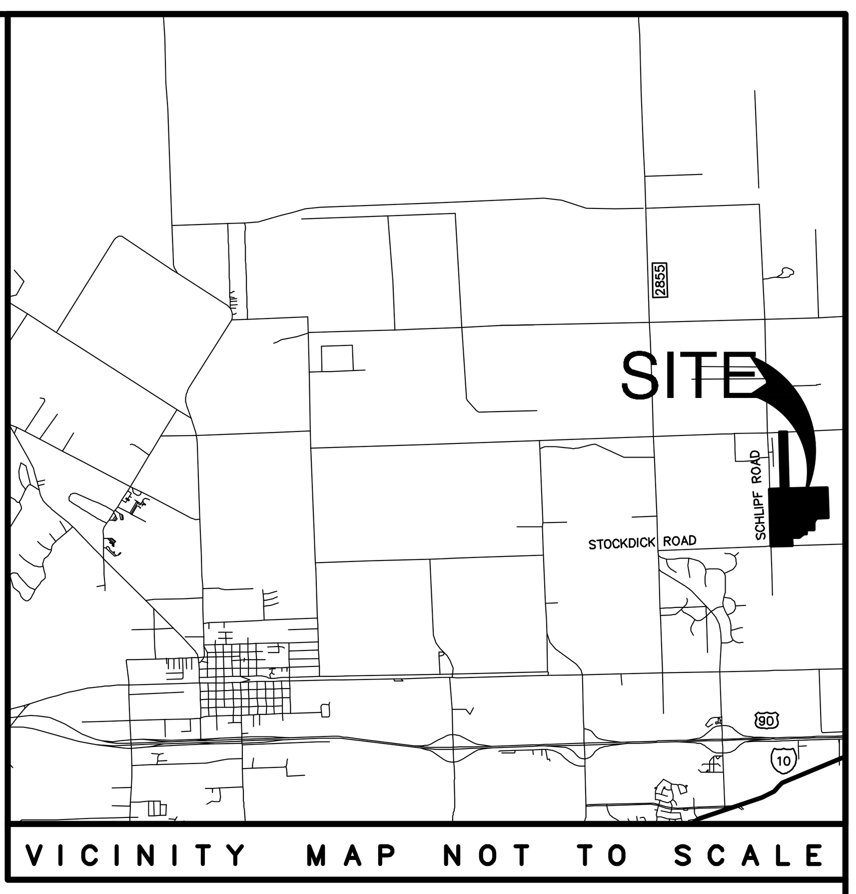
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

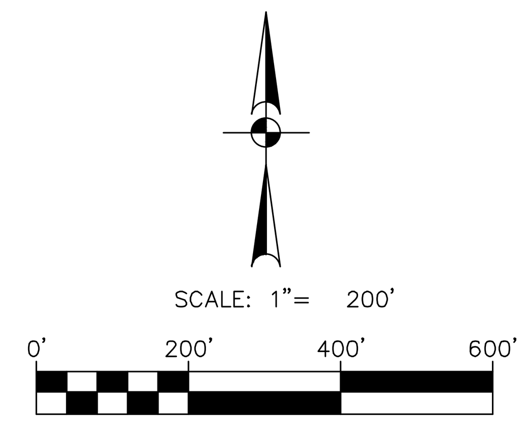
Date: Jul 03, 2025, 4:56pm User ID: jake.endsley
File: K:\Projects\425\69\00\2-0 Design\2-4 Exhibits\250703-Fieldstone Landing-Quadvest Agmt Ex B2.dwg

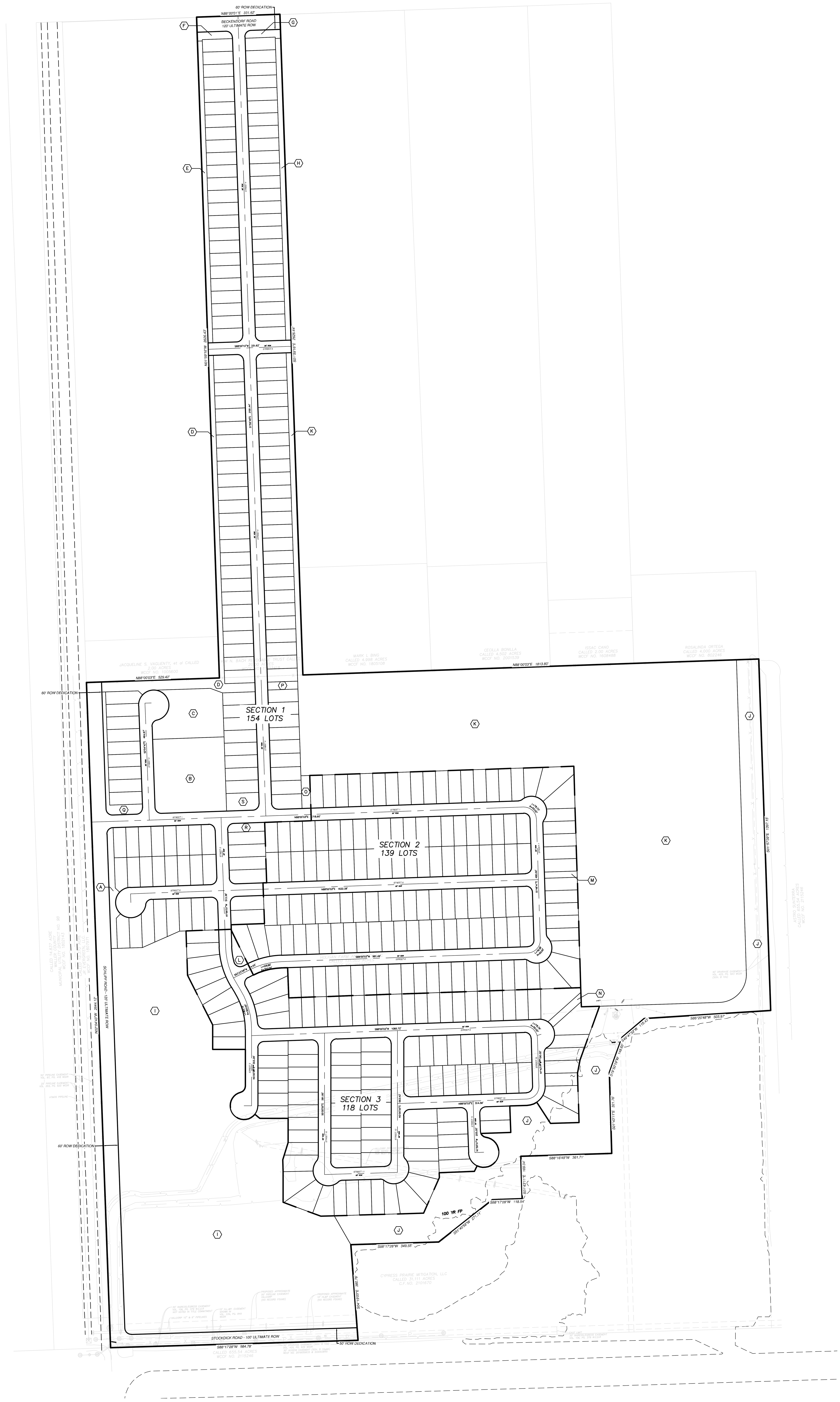
CONTRACT FOR THE DEVELOPMENT AND PURCHASE OF PUBLIC DRINKING WATER AND SANITARY SEWER FACILITIES AND TRANSFER OF GROUNDWATER INTERESTS IN WALLER COUNTY, TEXAS

EXHIBIT C

GENERAL PLAN







A	LANDSCAPE AND OPEN SPACE
B	(RESTRICTED TO RECREATION/AMENITY PURPOSES ONLY)
C	(RESTRICTED TO WATER PLANT PURPOSES ONLY)
D	DRAINAGE
E	DRAINAGE
F	LANDSCAPE AND OPEN SPACE
G	LANDSCAPE AND OPEN SPACE
H	DRAINAGE
I	DETENTION
J	DRAINAGE
K	DETENTION
L	LANDSCAPE AND OPEN SPACE
M	LANDSCAPE AND OPEN SPACE
N	LANDSCAPE AND OPEN SPACE
O	LANDSCAPE AND OPEN SPACE
P	LANDSCAPE AND OPEN SPACE
Q	LANDSCAPE AND OPEN SPACE
R	LANDSCAPE AND OPEN SPACE
S	(RESTRICTED TO LIFT STATION PURPOSES ONLY)

TYPICAL WIDTH	TYPICAL DEPTH	COUNT
50'	120'	411

FIELDSTONE LANDING
GENERAL PLAN

A SUBDIVISION OF 151.498 ACRES SITUATED IN THE FRED EULE SURVEY, ABSTRACT NO.375 OF WALLER COUNTY, TEXAS AND IN THE H. & T. C. R. R. COMPANY SURVEY, SECTION 120, BLOCK 1, ABSTRACT 375, WALLER COUNTY, TEXAS

411 RESIDENTIAL LOTS 19 RESERVES 8 BLOCKS

DATE OF PREPARATION: MAY 22, 2025

OWNER/DEVELOPER:
HISTORY MAKER HOMES
7906 NORTH SAM HOUSTON PKWY W SUIITE 102
HOUSTON, TX 77064
TEL: (832) 421-5512

OWNER/DEVELOPER:
EMPIRE COMMUNITIES
10235 WEST LITTLE YORK, SUITE 300
HOUSTON, TX 77040
TEL: (713) 896-8542

ENGINEER/PLANNER/SURVEYOR:
PAPE-DAWSON ENGINEERS
2107 CITYWEST BLVD, 3RD FLR | HOUSTON, TX 77042 | 713.428.2400
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

CONTRACT FOR THE DEVELOPMENT AND PURCHASE OF PUBLIC DRINKING WATER AND SANITARY SEWER FACILITIES AND TRANSFER OF GROUNDWATER INTERESTS IN WALLER COUNTY, TEXAS

EXHIBIT D

FORM BILL OF SALE

[ ] ("**Grantor**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, convey, set over, and deliver to **Quadvest, L.P.** ("**Grantee**"), all right, title and interest in and to the personal property, goods, chattels, fixtures, and equipment described on Exhibit A attached hereto and incorporated by reference (the "Property")

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns.

GRANTOR hereby covenants with Grantee that Grantor is the lawful owner of the Property and that Grantor has good right to sell the same as aforesaid, that the Property is free from all encumbrances, and that Grantor will warrant and defend the sale of the Property against the lawful claims and demands of all persons whomsoever.

This Bill of Sale shall be construed under and enforced in accordance with the laws of the State of Texas.

EXECUTED AND DELIVERED this __ day of ______________, 2025.

Quadvest, L.P.
By: Quadvest Management, L.L.C.,
a Texas limited liability company
its General Partner

By:____________________________
Simon Sequeira, President

[ ]
By:____________________________
Name:__________________________

[Remainder of Page Intentionally Left Blank]

EXHIBIT E

UTILITY EASEMENT AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

UTILITY EASEMENT AGREEMENT
(**[SIZE]** acres)

That _______________________ called "**Grantor**" (whether one or more), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer, sell, assign and convey unto **QUADVEST, L.P.**, a Texas limited partnership, having an address of 26926 FM 2978, Magnolia, Texas 77354, and to its successors and/or assigns, hereinafter called "**Grantee**," a perpetual easement and right-of-way (the "**Easement**") along, over, under and across the following described property (the "**Property**"):

[INSERT PROPERTY DESCRIPTION]

The right-of-way, utility easement, and other rights and privileges herein granted shall include:
1. The right to place, construct, reconstruct, rephase, upgrade, expand the capability of, operate, maintain, repair, relocate within this Easement, rebuild, replace and remove thereon and/or in or upon the Property, the overhead and/or underground utility lines, including but not limited to water and sewer lines, equipment, and all other necessary or desirable appurtenances, including, but not limited to valves and manholes as deemed necessary by the Grantee to support the lines and equipment within the Easement; and
2. The right to any additional temporary working space owned by Grantor and adjacent to the Easement as may be reasonably necessary, together with the right of pedestrian and/or vehicular ingress and egress over the Property and any adjoining land of Grantor to or from said utility easement as may be necessary for the purposes of placing, constructing, reconstructing, rephasing, patrolling, inspecting, upgrading, expanding the capability of, operating, repairing, maintaining, relocating within this Easement, replacing, and/or removing said utility facilities, equipment and systems and appurtenances pertaining thereto; and
3. The right to clear the Property of all obstructions, to cut, trim or remove trees and/or shrubbery located on, over or within the Easement and/or Property through any means deemed reasonable and appropriate by Grantee, including the use of machinery and the application of herbicides, and including any control of the growth of other vegetation in or about the Easement which may incidentally and necessarily result from the means of control employed; and
4. The right of free access to the Easement at all reasonable hours to perform the aforementioned activities, and at any time to restore service or during an emergency.

5. This Easement is perpetual, provided, however, if Grantee ceases operating within the Easement for a period of six (6) months and Grantee's cessation of use is not due to a natural disaster, crime or property theft, acts of God, pandemic, labor strikes or acts of terrorism, then this Easement shall be terminated and the Property shall revert to Grantor or its successor and assigns. Venue for any disputes shall be in county in which the Property is located.

The rights hereby granted to Grantee may be dedicated, assigned (and/or licensed) by Grantee in whole or in part. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall not, individually, or in combination with others, interfere directly or indirectly with Grantee's use of this Easement now or at any time in the future, or with the efficiency, safety, or convenient operation of the utility(ies), utility service(s), related equipment, devices, appliances, and/or other property.

Grantor shall not construct nor cause or allow to be constructed any structure, building or improvement, nor plant any trees, nor impound any water, nor place any temporary or permanent erection of any equipment or appurtenances within the Easement in any manner that unreasonably interferes with the safe, efficient and convenient operation of the Grantee's facilities, equipment or systems. Such prohibited construction shall include, but not be limited to, new construction of a habitable structure, major modification to a preexisting habitable structure, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, or oil wells. Grantor agrees that the Grantee shall have the right to remove, or cause to be removed, at Grantor's sole cost, any obstructions Grantor installs, erects or creates after the effective date of this Easement and which unreasonably limit or impede Grantee's access to, through or across the Easement, or which interferes with or threatens to endanger the operation, reliability, efficiency, construction, reconstruction, or maintenance of Grantee's utility facilities or systems.

This Easement contains all covenants and terms between Grantor and Grantee related to the Easement. Any oral representations or modifications concerning this Easement shall be of no force and effect. Any subsequent amendment or modification to this Easement must be in writing and agreed to by the Grantor and Grantee. No waiver by Grantee of any default or breach of any covenant, condition, or stipulation herein contained, or delay by Grantee in the utilization of any right herein granted, shall be treated as a waiver of any subsequent default or breach of the same or any other covenant condition or stipulation, or as a waiver of any right of Grantee or of the ability of Grantee to utilize any such right at a future date.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns, forever, and Grantor hereby binds Grantor, and Grantor's successors, assigns, and heirs to warrant and forever defend all and singular said Easement and rights thereunder unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same by through or under Grantor, but not otherwise.

This Easement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

EXECUTED the ________ day of _________________, 202_.

GRANTOR(S):

____

THE STATE OF TEXAS

COUNTY OF ____________________

This instrument was acknowledged before me the _____ day of ______________, 202__, by_______________________.

____

Notary Public, State of Texas

____

Notary's Name Printed

GRANTEE:

QUADVEST LP,
a Texas limited partnership

By: Quadvest Management, LLC,
a Texas limited liability company
its General Partner

By:
Name: Simon Sequeira
Title: President

STATE OF TEXAS §
§
COUNTY OF ________ §

This instrument was acknowledged before me the _____ day of _______________, 202__, by Simon Sequeira, the President of Quadvest Management, LLC, a Texas limited liability company, the General Partner of Quadvest LP, a Texas limited partnership.

Notary Public, State of Texas

After recording, return to:

Quadvest, L.P.
26926 FM 2978
Magnolia, Texas 77354

<u>Consent and Subordination of Lender to Utility Easement</u> **[AS NECESSARY]**

[LENDER] ("Lender") is the present legal and equitable owner and holder of certain indebtedness (the "Indebtedness") of **[PROPERTY OWNER]** ("Borrower"), which is secured by, among other security, a ________________ from Borrower to ________________, Trustee, recorded under Document No. ________________, Official Public Records of Waller County, Texas (the "Deed of Trust"), affecting the Property. Lender hereby:

a. Consents to the above and foregoing Utility Easement Agreement (the "Utility Easement") granted to Quadvest, L.P., a Texas limited partnership, and agrees to subordinate the lien of the Deed of Trust and any other liens held by Lender securing the Indebtedness to the Utility Easement to the same effect as if the Utility Easement had been executed, delivered and recorded prior to the recordation of the Deed of Trust so that in the event of any foreclosure of said liens the Utility Easement shall continue in full force and effect;

b. Subordinates the lien of the Deed of Trust and any other liens held by Lender securing the Indebtedness (including, without limitation, all extensions of the any instruments securing the Indebtedness and modification agreements thereto) that encumber the Utility Easement to the rights and interests created under the Utility Easement; and

c. Acknowledges and agrees that a foreclosure of the Deed of Trust shall not extinguish the rights, obligations, and interests created under this Utility Easement.

Lender represents that the undersigned has the authority to execute and deliver this Consent and Subordination of Lender, and that all necessary acts necessary to bind Lender have been taken.

EXECUTED on the date set forth in the acknowledgment below, but EFFECTIVE as of the date of Owner's execution of this Utility Easement.

[LENDER]

By:
Name:
Title:

THE STATE OF TEXAS §
§
COUNTY OF §

This instrument was acknowledged before me on this day of ____________________, 202__, by_________________________, ______________________ of **[LENDER]** in the capacity therein stated.

____

CONTRACT FOR THE DEVELOPMENT AND PURCHASE OF PUBLIC DRINKING WATER AND SANITARY SEWER FACILITIES AND TRANSFER OF GROUNDWATER INTERESTS IN WALLER COUNTY, TEXAS

EXHIBIT F

SANITARY CONTROL EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AFTER RECORDING, RETURN TO:

QUADVEST LP
26926 FM 2978
MAGNOLIA, TEXAS 77354

SANITARY CONTROL EASEMENT
Well Site #___

THIS SANITARY CONTROL EASEMENT (this "**Agreement**") is made and entered into as of the _____ day of _______________, 20__, by and between QUADVEST LP, a Texas Limited Partnership, having an address of 26926 FM 2978, Magnolia, TX 77354 ("Beneficiary") and , [FULL NAME OF DEVELOPER PARTY], a [TYPE OF ENTITY] having an address of ____________________, ______, Texas ________ ("Owner").

RECITALS:

WHEREAS, Beneficiary is the owner and holder of the Water Certificate of Convenience and Necessity for the real property affected by the Easement (as defined below);

WHEREAS, Owner is the record owner of the "Easement Area" herein defined;

WHEREAS, the Beneficiary and Owner desire to adopt, establish and impose the Easement hereinafter described and related restrictions on the Easement Area, as more specifically provided herein.

NOW, THEREFORE, Owner and Beneficiary hereby adopt, establish and impose the following restrictions and easement upon the Easement Area (hereinafter defined) and declare that the Easement Area is and shall be held, transferred, assigned, sold, conveyed and occupied subject to all such restrictions and easements set forth in this Agreement.

THEREFORE, Owner and Beneficiary, intending to be legally bound hereby, agree as follows:

1. The foregoing recitals are incorporated herein by this reference thereto.
2. The purpose of this easement is to protect the water supply of the wells described and located below by means of sanitary control.
3. Owner hereby grants to Beneficiary a sanitary control easement having a radius of one hundred fifty feet (150') from the water well providing the source of water to the Production Facilities (the "Easement") over the property described in **Exhibit 1** and as shown on **Exhibit 2**, attached hereto and incorporated herein (the "Easement Area").
4. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood -treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
5. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water wells described and located below.
6. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, so long as their construction and use is in compliance with the provisions of this Agreement.
7. This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water wells as a source of water for public water systems ceases.
8. This Agreement shall be subject to and governed by the laws of the State of Texas.
9. Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover.
10. Invalidation of any one of these restrictions or uses (covenants) by a judgment or court

order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

[*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*]

IN WITNESS WHEREOF, Owner and Beneficiary have executed, sealed and delivered this Agreement as of the day and year first above written.

BENEFICIARY:

QUADVEST LP,
a Texas limited partnership

By: Quadvest Management, LLC,
a Texas limited liability company
its General Partner

By:_____________________________
Name: Simon Sequeira
Title: President

STATE OF TEXAS §
§
COUNTY OF _________ §

This instrument was acknowledged before me the _____ day of ________________, 20__, by Simon Sequeira, the President of Quadvest Management, LLC, a Texas limited liability company, the General Partner of Quadvest LP, a Texas limited partnership.

____
Notary Public, State of Texas

OWNER:

[FULL COMPANY NAME]

By:_____________________________

Name: _________________________

Title:___________________________

STATE OF TEXAS §
§
COUNTY OF _________ §

This instrument was acknowledged before me on this the ____ day of ________, 20__, by __________________________(SIGNING INDIVIDUAL), ___________________(TITLE) of __________________________________(FULL COMPANY NAME), on behalf of said company.

____
NOTARY PUBLIC
STATE OF____________________________

<u>EXHIBIT 1</u>
<u>To Sanitary Control Easement</u>

LEGAL DESCRIPTION OF THE EASEMENT AREA

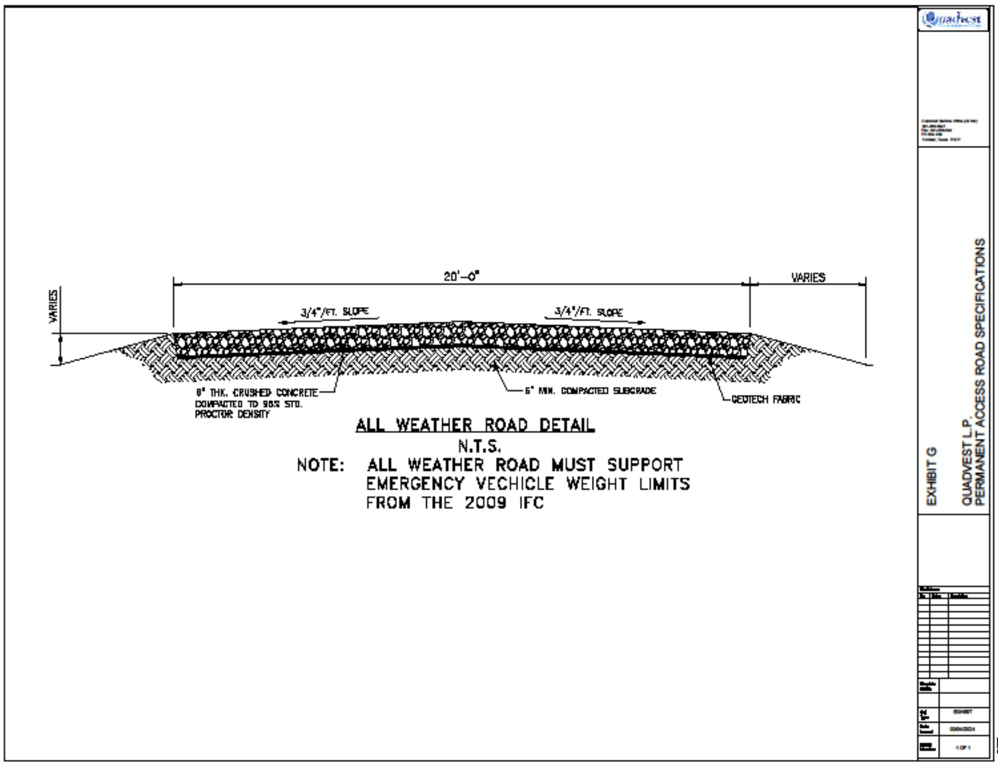
<u>EXHIBIT 2</u>
<u>To Sanitary Control Easement</u>

DEPICTION OF THE EASEMENT AREA

CONTRACT FOR THE DEVELOPMENT AND PURCHASE OF PUBLIC DRINKING WATER AND SANITARY SEWER FACILITIES AND TRANSFER OF GROUNDWATER INTERESTS IN WALLER COUNTY, TEXAS

EXHIBIT G

PERMANENT ACCESS ROAD SPECIFICATIONS



CONTRACT FOR THE DEVELOPMENT AND PURCHASE OF PUBLIC DRINKING WATER AND SANITARY SEWER FACILITIES AND TRANSFER OF GROUNDWATER INTERESTS IN WALLER COUNTY, TEXAS

EXHIBIT H

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF __________	§	

THAT _________________ ("Grantor"), has agreed to convey to **QUADVEST, L.P.**, a Texas limited partnership ("Grantee"), whose address is 26926 FM 2978, Magnolia, TX 77354, all of that certain tract of land located in _________County, Texas, and described by metes and bounds on **Exhibit "A-1"** and **Exhibit "A-2"** attached hereto and made a part hereof (collectively, the "Land"), together with (i) any and all improvements thereon, (ii) all rights, privileges, and appurtenances (including, without limitation, easements appurtenant and water rights) belonging or pertaining to the Land; (iii) any and all easements or rights-of-way affecting the Land and any of Grantor's rights to use the same, including rights of Grantor in adjacent streets and roads or in adjacent alleys, strips, or gores of land (the Land, together with any and all of the related improvements, rights, privileges, appurtenances, and interests referenced in items (i) through (iii) above are herein collectively referred to as the "Property");

NOW, THEREFORE, BE IT RESOLVED, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto said Grantee the Property.

This conveyance is made subject and subordinate to the encumbrances and exceptions ("***Permitted Exceptions***") described in **Exhibit "B"** attached hereto and incorporated herein by reference for all purposes, and all ad valorem taxes and special assessments pertaining to the Property for calendar year 202____ and subsequent years, the payment of which Grantee hereby assumes.

TO HAVE AND TO HOLD the Property, subject only to the Permitted Exceptions, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors, and its assigns forever; and Grantor does hereby bind itself, its successors, and its assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto the said Grantee, its successors, and its assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor but not otherwise.

EXECUTED as of the ____ day of __________, 202__

GRANTOR:

____

By: ________________________________
Name: ______________________________
Title: ______________________________

STATE OF TEXAS §
§
COUNTY OF ______ §

This instrument was acknowledged before me on __________, by ____________________, _______________________ of ____________________________

____
Notary Public in and for the State of Texas

[Notary Stamp/Seal]

Exhibit A-1 - Property - Water Plant Site
Exhibit A-2 - Property – Lift Station Sites
Exhibit B - Permitted Exceptions

After Recording, return to:

Quadvest, LP
26926 FM 2978
Magnolia, TX 77354

EXHIBIT "A-1" TO SPECIAL WARRANTY DEED

Property – Plants Sites

[TO BE DEVELOPED]

EXHIBIT "A-2" TO SPECIAL WARRANTY DEED

Property – Lift Station Sites

[TO BE DEVELOPED]

EXHIBIT "B" TO SPECIAL WARRANTY DEED

Permitted Exceptions

[TO BE INSERTED]

CONTRACT FOR THE DEVELOPMENT AND PURCHASE OF PUBLIC DRINKING WATER AND SANITARY SEWER FACILITIES AND TRANSFER OF GROUNDWATER INTERESTS IN WALLER COUNTY, TEXAS

EXHIBIT I

ENGINEER'S CERTIFICATE OF CONSISTENCY

[ENGINEER'S LETTERHEAD]

[DATE]

To: Quadvest

Re: (Name of Contract);
Contract No. ______________________
[Insert Project name and number if different than the Contract name and number]

I, __________________, P. E., observed construction of the above referenced Work for the District under the Contract. I, or my representative, have made a visual inspection of the Work at intervals during construction and observed that the improvements, to the best of my knowledge, are situated consistent with sites, easements, or property owned by or accessible to Quadvest, and that record drawings will be furnished to the Quadvest.

Sincerely,

Engineer

(SEAL)

CONTRACT FOR THE DEVELOPMENT AND PURCHASE OF PUBLIC DRINKING WATER AND SANITARY SEWER FACILITIES AND TRANSFER OF GROUNDWATER INTERESTS IN WALLER COUNTY, TEXAS

EXHIBIT J

TARIFFS

STAMPED APPROVED COPY

ENTERED BY CENTRAL RECORDS

27

Filing Receipt

Filing Date - 2024-09-16 11:52:32 AM

Control Number - 56214

Item Number - 26

Public Utility Commission of Texas

Memorandum

TO: Central Records

FROM: Cheri Hasz, Legal Division
Markel Perkins, Legal Division

DATE: September 16, 2024

RE: **Docket No. 56214** — Application of Quadvest, LP to Amend its Certificate of Convenience and Necessity in Harris County

CC: murback@quadvest.com, pgregg@gregglawpc.com

In accordance with Ordering Paragraph No. 8 in the Notice of Approval filed on September 6, 2024, please find a clean copy of Quadvest's water tariff for Certificate of Convenience and Necessity (CCN) No. 11612 and sewer tariff for CCN No. 20952. This copy provided is to be stamped *Approved* and placed in the Commission's tariff book.

All parties to Docket No. 56214 have been copied on this memo.

WATER UTILITY TARIFF
Docket No. 56214

Quadvest, L.P.
(Utility Name)

26926 FM 2978
(Business Address)

Magnolia, Texas 77354
(City, State, Zip Code)

281/356-5347
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:

11612

This tariff is effective in the following counties:

Fort Bend, Harris, Liberty, Montgomery, Walker, and Waller

This tariff is effective in the following cities or unincorporated towns (if any):

Richmond (portion of Bridlewood Estates only - same rates)

This tariff is effective in the following subdivisions or systems:

See attached chart.

TABLE OF CONTENTS

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

PUBLIC UTILITY COMMISSION OF TEXAS
APPROVED

SEP 06 2024 DOCKET 56214

QUADVEST LP			
SUBDIVISION	**PWS ID NUMBER**	**COUNTY**	**SUBSIDENCE DISTRICT**
Bauer Landing	1013526	Harris	NHCRWA
Bauer Meadows	1013797	Harris	NHCRWA
Bella Vista	1460175	Liberty	No Subsidence
Benders Landing	1700678	Montgomery	SJRA / LSGCD
Benders Landing Estates	1700678	Montgomery	SJRA / LSGCD
Binford Creek	1013779	Harris	NHCRWA
Brazos Lakes	0790363	Fort Bend	NFBWA
Bridlewood Estates	0790350	Fort Bend	City of Rosenberg
Camino Real	1460196	Liberty	No Subsidence
Campwood	1700624	Montgomery	SJRA / LSGCD
Canterbury Ranch	1700624	Montgomery	SJRA / LSGCD
Clear Creek Forest	1700576	Montgomery	SJRA / LSGCD
Colony at Pinehurst	1700858	Montgomery	LSGCD
Creekside Village	1700742	Montgomery	SJRA / LSGCD
Cypress Trails at Bauer Landing	1013526	Harris	NHCRWA
Decker Farms	1700922	Montgomery	LSGCD
Decker Oaks Estates	1700605	Montgomery	SJRA / LSGCD
Estates of Clear Creek	1700576	Montgomery	SJRA / LSGCD
Flagstone	1013708	Harris	NHCRWA
Freeman Ranch	2370123	Waller	Bluebonnet GCD
Grande San Jacinto	1460179	Liberty	No Subsidence
Hockleywood Business Park	1013526	Harris	NHCRWA
Indigo Lake Estates	1700576	Montgomery	SJRA / LSGCD
Indigo Trails	1013816	Harris	NHCRWA
Jacobs Reserve	1700609	Montgomery	SJRA / LSGCD
Katy Meadows	1013681	Harris	WHCRWA
Lake House*	2370111	Waller	Bluebonnet GCD
Lake Windcrest	1700624	Montgomery	SJRA / LSGCD
Lakes of Fairhaven*	1013288	Harris	NHCRWA
Lone Star Ranch	1700655	Montgomery	SJRA / LSGCD
Magnolia Reserve	1700864	Montgomery	LSGCD
McCall Sound	1700763	Montgomery	SJRA / LSGCD
Mill Creek	1700857	Montgomery	LSGCD
Montgomery Trace	1700577	Montgomery	SJRA / LSGCD
Mostyn Manor	1700669	Montgomery	SJRA / LSGCD
Mostyn Springs	1700669	Montgomery	SJRA / LSGCD
Northcrest Ranch	1700623	Montgomery	SJRA / LSGCD
Olympia Falls	0790592	Fort Bend	NFBWA
Pine Acre Trails	1700907	Montgomery	No Subsidence
Rancho San Vicente	1460178	Liberty	No Subsidence
Redbud	1013817	Harris	NHCRWA
Red Oak Ranch	1700609	Montgomery	SJRA / LSGCD

PUBLIC UTILITY COMMISSION OF TEXAS
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Rockrose Ranch	1700889	Montgomery	LSGCD
Rosehill Meadow	1013703	Harris	NHCRWA
Sawmill Estates	1700576	Montgomery	SJRA / LSGCD
Sendera Ranch	1700577	Montgomery	SJRA / LSGCD
Sierra Woods	1700624	Montgomery	SJRA / LSGCD
Sonoma Ridge	1700763	Montgomery	SJRA / LSGCD
Summerset Estates	1700655	Montgomery	SJRA / LSGCD
Sweetwater Ridge	1700941	Montgomery	LSGCD
Texas Grand Ranch	2360088	Walker	Bluebonnet GCD
The Reserve at Katy Hockley	1013681	Harris	WHCRWA
Trails at Cochran Ranch	2370142	Waller	Bluebonnet GCD
Vacek Country Meadows	0790580	Fort Bend	FBSD
Villa Nueva	1460175	Liberty	No Subsidence
Village of Decker Oaks	1700605	Montgomery	SJRA / LSGCD
Windcrest Farms	1700577	Montgomery	SJRA / LSGCD

*Lake House and Lakes of Fairhaven (Formerly Westside Water, LLC) have a separate tariff page.

The rates set or approved by the city for the systems entirely within its corporate boundary are not presented in this tariff. Those rates are not under the original jurisdiction of the PUC and will have to be obtained from the city or utility.

PUBLIC UTILITY COMMISSION OF TEXAS
APPROVED

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SECTION 1.0 -- RATE SCHEDULE

Section 1.01 - Rates

Meter Size	Monthly Minimum Charge	Gallonage Charge
5/8" or 3/4"	$28.75 (Includes 0 gallons)	$1.75 per 1,000 gallons for the first 10,000 gallons
1"	$71.88	$2.00 per 1,000 gallons from 10,001 to 20,000 gallons
1½"	$143.75	$2.25 per 1,000 gallons from 20,001 to 30,000 gallons
2"	$230.00	$2.93 per 1,000 gallons thereafter
3"	$431.25	
4"	$718.75	
6"	$1,437.50	
8"	$2,300.00	
10"	$3,306.25	
12"	$6,181.25	

An additional pass through gallonage charge per 1,000 gallons of water will be added for fees imposed by any non-affiliated third party water supplier or underground water district having jurisdiction over the utility, including Bluebonnet GRP (BGCD), Brazoria GRP (BCGCD), City of Rosenburg GRP (CR), Harris Galveston Subsidence District (HGSD), North Fort Bend GRP (NFBWA), West Harris County Regional Water Authority (WHCRWA), North Harris County Regional Water Authority (NHCRWA), San Jacinto River Authority GRP (SJRA), and Shaw Acres. Each pass through gallonage charge is represented in the table below and is applicable only to the subdivisions and public water systems listed in the table on tariff pages 2 and 3. **SEE PURCHASED WATER AND/OR DISTRICT FEE PASS THROUGH CLAUSE.**

Effective April 1, 2021

	BGCD	BCGCD	CR	HGSD	WHCRWA	NFBWA	NHCRWA	LSGCD	Shaw Acres
Rate per thousand gallons	$0.05	$0.03	$2.75	$0.03	$3.79	$4.64	$3.66	$0.09	$4.78

(Tariff Control No. 55616) NHCRWA and CR Effective October 1, 2023
(Tariff Control No. 53041) WHCRWA and NFBWA Effective January 1, 2022

NFBWA..$4.64 per 1,000 gallons
*Olympia Falls Subdivision
(Tariff Control No. 54175) Effective October 1, 2022

SJRA .... $3.14 per 1,000 gallons
*(For all subdivisions under SJRA Subsidence District. The pass-through fees are adjusted for water line-loss) ***(Tariff Control No. 54009, Effective September 1, 2022)***

SECTION 1.0 -- RATE SCHEDULE (Continued)

FEDERAL TAX CHANGE CREDIT RIDER
(Docket No. 48323)

Monthly Fixed Rate Adjustment	May 1, 2018-December 31, 2018	January 1, 2019
5/8" or 3/4"	$(0.53)	$(0.42)
1"	$(1.33)	$(1.05)
1½"	$(2.66)	$(2.10)
2"	$(4.26)	$(3.35)
3"	$(7.99)	$(6.29)
4"	$(13.32)	$(10.48)
6"	$(26.63)	$(20.97)
8"	$(42.61)	$(33.55)
10"	$(61.26)	$(48.22)
12"	$(114.52)	$(90.16)

FORM OF PAYMENT: The utility will accept the following forms of payment:
Cash_X_, Check_X_, Money Order_X_, Credit Card_X_, Other (specify) Bank Draft
THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN $1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS

REGULATORY ASSESSMENT.. 1.0%
PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND TO REMIT THE FEE TO THE TCEQ.

Section 1.02 - Miscellaneous Fees

TAP FEE..$810.00
TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" x 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE..$910.00
TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD 3/4" and 1" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF

TAP FEE (Large meter)..Actual Cost
TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

TAP FEE (Unique Costs) ....Actual Cost
FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE A SUBDIVISION IS A UNIQUE COST. UNIQUE COST WILL BE DETERMINED ON A CASE BY CASE BASIS

SECTION 1.0 -- RATE SCHEDULE (Continued)

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS:

a) Nonpayment of bill (Maximum $25.00) $25.00

b) Customer's request that service be disconnected $50.00
OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF

SEASONAL RECONNECTION FEE:

BASE RATE TIMES NUMBER OF MONTHS OFF THE SYSTEM NOT TO EXCEED SIX MONTHS WHEN LEAVE AND RETURN WITHIN A TWELVE MONTH PERIOD.

TRANSFER FEE $45.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE (EITHER $5.00 OR 10% OF THE BILL) 10%

PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING

RETURNED CHECK CHARGE $25.00

RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum $50) $50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT .... 1/6TH OF ESTIMATED ANNUAL BILL

METER TEST FEE $25.00

THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY. THE FEE MAY NOT EXCEED $25.

METER RELOCATION FEE .... Actual Cost to Relocate the Existing Meter

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS RELOCATION OF AN EXISTING METER.

METER CONVERSION FEE. .... Actual Cost to Convert the Existing Meter

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS CHANGE OF SIZE OF AN EXISTING METER OR CHANGE IS REQUIRED BY MATERIAL CHANGE IN CUSTOMERS SERVICE DEMAND

ILLEGAL RECONNECTION, LOCK REMOVAL OR DAMAGE FEE $100.00

THIS FEE MAY BE CHARGED TO A DISCONNECTED CUSTOMER FOR DAMAGE CAUSED BY CUSTOMER'S ATTEMPT TO RESTORE WATER SERVICE BY CUTTING OR BREAKING LOCK, REMOVAL OR BYPASS OF METER

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE:

WHEN AUTHORIZED IN WRITING BY PUC AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING. [16 TAC § 24.25(b)(2)(G)]

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE

PUBLIC UTILITY COMMISSION OF TEXAS
APPROVED
SEP 06 2024 DOCKET 56214

SECTION 1.0 -- RATE SCHEDULE (Continued)

TEMPORARY WATER RATE:
Unless otherwise superseded by PUC order or rule, if the Utility is ordered by a court or government body of competent jurisdiction to reduce its pumpage, production or water sales, the Utility shall be authorized to increase its approved gallonage charge according to the formula:

$$TGC = \frac{cgc+(prr)(cgc)(r)}{(1.0-r)}$$

Where:

TGC	=	temporary gallonage charge
cgc	=	current gallonage charge
r	=	water use reduction expressed as a decimal fraction (the pumping restriction)
prr	=	percentage of revenues to be recovered expressed as a decimal fraction, for this tariff prr shall equal 0.5

To implement the Temporary Water Rate, the Utility must comply with all notice and other requirements of 16 TAC § 24.25(j).

Pass Through Provision:
For Utilities subject to changes in costs imposed by any non-affiliated provider of purchased water or sewer or a groundwater conservation district having jurisdiction over the Utility, these increases (decreases) shall be passed through as an adjustment to the gallonage charge according to the formula:

$$R = G / (1 - L)$$

Where:
R = the proposed pass-through rate;
G = the new gallonage charge (per 1,000 gallons) by source supplier;
L = the actual line loss for the preceding 12 months, not to exceed 0.15

PUBLIC UTILITY COMMISSION OF TEXAS
APPROVED
SEP 06 2024 DOCKET 56214

SECTION 1.0 -- RATE SCHEDULE

Section 1.01 - Rates

Meter Size	Monthly Minimum Charge*	Gallonage Charge
5/8"	$17.85 (Includes 0 gallons)	$1.50 per 1000 gallons, Residential
3/4"	$26.80	$2.00 per 1,000 gallons, Non-Residential
1"	$44.65	
1 1/2"	$89.25	
2"	$142.80	
3"	$267.75	
4"	$535.50	

PLUS:
Pass Through Fees:
Effective October 1, 2023
North Harris County Regional Water Authority (NHCRWA) for
Lakes of Fairhaven ....$3.65 per 1,000 gallons
(Tariff Control No. 55616)

Bluebonnet Groundwater Conservation District (BGCD) for
Lake House...$0.05 per 1,000 gallons
(Tariff Control No. 49213)

FEDERAL TAX CHANGE CREDIT RIDER
(Docket No.48323)

Monthly Fixed Rate Adjustment	May 1, 2018-December 31, 2018	January 1, 2019
5/8"	$(1.08)	$(0.78)
¾"	$(1.62)	$(1.18)
1"	$(2.70)	$(1.96)
1½"	$(5.39)	$(3.92)
2"	$(8.63)	$(6.26)
3"	$(16.18)	$(11.75)
4"	$(32.37)	$(23.49)

SECTION 1.0 -- RATE SCHEDULE (Continued)

FORM OF PAYMENT: The utility will accept the following forms of payment:
Cash_X_, Check_X_, Money Order_X_, Credit Card_X_, Other (specify) Bank Draft
THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN $1.00 IN SMALL COINS A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT.......... 1.0%
PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND TO REMIT THE FEE TO THE TCEQ.

Section 1.02 - Miscellaneous Fees

TAP FEE.......... $500.00
TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" x 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Unique Costs) .... Actual Cost
FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE A SUBDIVISION IS A UNIQUE COST. UNIQUE COST WILL BE DETERMINED ON A CASE-BY-CASE BASIS.

TAP FEE (Large meter).......... Actual Cost
TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

METER RELOCATION FEE.......... Actual Relocation Cost, Not to Exceed Tap Fee
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED

METER TEST FEE $25.00
REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY. THE FEE MAY NOT EXCEED $25.

METER CONVERSION FEE.......... Actual Cost to Convert the Existing Meter
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS CHANGE OF SIZE OF AN EXISTING METER OR CHANGE IS REQUIRED BY MATERIAL CHANGE IN CUSTOMERS SERVICE DEMAND.

ILLEGAL RECONNECTION, LOCK REMOVAL OR DAMAGE FEE $100.00
THIS FEE MAY BE CHARGED TO A DISCONNECTED CUSTOMER FOR DAMAGE CAUSED BY CUSTOMER'S ATTEMPT TO RESTORE WATER SERVICE BY CUTTING OR BREAKING LOCK, REMOVAL OR BYPASS OF METER.

RECONNECTION FEE
THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF).
a) Non-payment of bill (Maximum $25.00) $25.00
b) Customer's request that service be disconnected $40.00

TRANSFER FEE.......... $40.00
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

PUBLIC UTILITY COMMISSION OF TEXAS
APPROVED
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SECTION 1.0 -- RATE SCHEDULE (Continued)

LATE CHARGE (EITHER $5.00 OR 10% OF THE BILL) 10%
TCEQ RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING

RETURNED CHECK CHARGE $35.00
RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum $50) $50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT....... 1/6TH OF ESTIMATED ANNUAL BILL

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE
WHEN AUTHORIZED IN WRITING BY TCEQ AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING [16 TAC § 24.25(b)(2)(G)]

LINE EXTENSION AND CONSTRUCTION CHARGES:
REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

Pass Through Provision:
For Utilities subject to changes in costs imposed by any non-affiliated provider of purchased water or sewer or a groundwater conservation district having jurisdiction over the Utility, these increases (decreases) shall be passed through as an adjustment to the gallonage charge according to the formula:

$$R = G / (1 - L)$$

Where:
R = the proposed pass-through rate;
G = the new gallonage charge (per 1,000 gallons) by source supplier;
L = the actual water line-loss for the preceding 12 months, not to exceed 0.15

PUBLIC UTILITY COMMISSION OF TEXAS
APPROVED
SEP 06 2024
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SECTION 2.0 -- SERVICE RULES AND POLICIES

The utility will have the most current Public Utility Commission of Texas (PUC or Commission) Commission Rules, Chapter 24, available at its office for reference purposes. The Rules and this tariff shall be available for public inspection and reproduction at a reasonable cost. The latest Rules or Commission approved changes to the Rules supersede any rules or requirements in this tariff.

Section 2.01 - Application for Water Service

All applications for service will be made on the utility's standard application or contract form (attached in the Appendix to this tariff), will be signed by the applicant, any required fees (deposits, reconnect, tap, extension fees, etc. as applicable) will be paid and easements, if required, will be granted before service is provided by the utility. A separate application or contract will be made for each service location.

Section 2.02 - Refusal of Service

The utility may decline to serve an applicant until the applicant has complied with the regulations of the regulatory agencies (state and municipal regulations) and for the reasons outlined in the PUC Rules. In the event that the utility refuses to serve an applicant, the utility will inform the applicant in writing of the basis of its refusal. The utility is also required to inform the applicant that a complaint may be filed with the Commission.

Section 2.03 - Fees and Charges & Easements Required Before Service Can Be Connected

(A) Customer Deposits

If a residential applicant cannot establish credit to the satisfaction of the utility, the applicant may be required to pay a deposit as provided for in Section 1.02 - Miscellaneous Fees of this tariff. The utility will keep records of the deposit and credit interest in accordance with PUC Rules.

Residential applicants 65 years of age or older may not be required to pay deposits unless the applicant has an outstanding account balance with the utility or another water or sewer utility which accrued within the last two years.

Nonresidential applicants who cannot establish credit to the satisfaction of the utility may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

Refund of deposit. - If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any customer who has paid 18 consecutive billings without being delinquent.

PUBLIC UTILITY COMMISSION OF TEXAS
APPROVED

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(B) Tap or Reconnect Fees
A new customer requesting service at a location where service has not previously been provided must pay a tap fee as provided in Section 1. A customer requesting service where service has previously been provided must pay a reconnect fee as provided in Section 1. Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to request for payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall be informed of their right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's or existing customer's property(ies) is located.

If the services of a registered professional engineer are required as a result of an application for service received by the Utility for service to that applicant's service extension only, such engineer will be selected by the Utility and the applicant, and the applicant shall bear all expenses incurred therein.

If an applicant requires service other than the standard service provided by the utility, such applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in providing the standard service and connection. Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction (as may be allowed by PUC rule) for the actual costs of, any additional facilities required to maintain compliance with the Texas Commission on Environmental Quality minimum design criteria for water production, treatment, pumping storage and transmission.

Fees in addition to the regular tap fee may be charged if listed specifically in Section 1 to cover unique costs not normally incurred as permitted by 16 TAC § 24.163(a)(1)(C). For example, a road bore for customers outside a subdivision or residential area could be considered a unique cost.

(C) Easement Requirement
Where recorded public utility easements on the service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the Utility may require the applicant to provide it with a permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant. Such easement(s) shall not be used for the construction of production, storage, transmission or pressure facilities unless they are needed for adequate service to that applicant.

Section 2.04 - Utility Response to Applications for Service

After the applicant has met all the requirements, conditions and regulations for service, the utility will install tap, meter and utility cut-off valve and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service within 5 working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the utility will provide the applicant with a written explanation of the construction required and an expected date of service.

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SECTION 2.0 -- SERVICE RULES AND POLICIES (Continued)

Except for good cause where service has previously been provided, service will be reconnected within one working day after the applicant has met the requirements for reconnection.

Section 2.05 - Customer Responsibility

The customer will be responsible for furnishing and laying the necessary customer service pipe from the meter location to the place of consumption. Customers will not be allowed to use the utility's cutoff valve on the utility's side of the meter. Existing customers may install cutoff valves on their side of the meter and are encouraged to do so. All new customers may be required to install and maintain a cutoff valve on their side of the meter.

No direct connection between a public water supply system and any potential source of contamination or between a public water supply system and a private water source (ex. private well) will be allowed. A customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises.

Section 2.06 - Customer Service Inspections

Applicants for new service connections or facilities which have undergone extensive plumbing modifications are required to furnish the utility a completed customer service inspection certificate. The inspection certificate shall certify that the establishment is in compliance with the Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems, 30 TAC § 290.46(j). The Utility is not required to perform these inspections for the applicant/customer, but will assist the applicant/customer in locating and obtaining the services of a certified inspector.

Section 2.07 - Back Flow Prevention Devices

No water connection shall be allowed to any residence or establishment where an actual or potential contamination hazard exists unless the public water facilities are protected from contamination by either an approved air gap, backflow prevention assembly, or other approved device. The type of device or backflow prevention assembly required shall be determined by the specific potential hazard identified in 30 TAC § 290.47(f) Appendix F, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems.

The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes. When a customer service inspection certificate indicates that an adequate internal cross-connection control program is in effect, backflow protection at the water service entrance or meter is not required.

At any residence or establishment where it has been determined by a customer service inspection, that there is no actual or potential contamination hazard, as referenced in 30 TAC § 290.47(f) Appendix F, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems, then a backflow prevention assembly or device is not required. Outside hose bibs do require, at a minimum, the installation and maintenance of a working atmospheric vacuum breaker. All backflow prevention assemblies or devices shall be tested upon installation by a TCEQ certified backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least annually by a certified backflow prevention assembly tester.

If the utility determines that a backflow prevention assembly or device is required, the utility will provide the customer or applicant with a list of TCEQ certified backflow prevention assembly testers. The customer will be responsible for the cost of installation and testing, if any, of backflow prevention assembly or device. The customer should contact several qualified installers to compare prices before installation. The customer must pay for any required maintenance and annual testing and must furnish a copy of the test results demonstrating that the assembly is functioning properly to the utility within 30 days after the anniversary date of the installation unless a different date is agreed upon.

The Utility adopts the Uniform Plumbing Code pursuant to 30 TAC § 290.46(i). The piping and other equipment on the premises furnished by the customer will be maintained by the customer at all times in conformity with the requirements of the PUC and/or TCEQ, the Uniform Plumbing Code and with the service rules and regulations of the Utility. The customer will bring out his service line to his property line at the point on the customer's property mutually acceptable to the customer and the Utility subject to such requirements as may exist by PUC and/or TCEQ rules. No water service smaller than 5/8" will be connected. No pipe or pipe fitting which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use. No solder or flux which contains more than 0.25% lead can be used at any connection which provides water for human use.

Section 2.08 - Access to Customer's Premises

The utility will have the right of access to the customer's premises at all reasonable times for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. The customer shall allow the utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours and the utility personnel will attempt to notify the customer that they will be working on the customer's property. The customer may require any utility representative, employee, contractor, or agent seeking to make such entry identify themselves, their affiliation with the utility, and the purpose of their entry.

All customers or service applicants shall provide access to meters and utility cutoff valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply.

Threats to or assaults upon utility personnel shall result in criminal prosecution.

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SECTION 2.0 -- SERVICE RULES AND POLICIES (Continued)

All customers or service applicants shall provide access to meters and utility cutoff valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply.

Section 2.09 - Meter Requirements, Readings, and Testing

One meter is required for each residential, commercial, or industrial connection. All water sold by the utility will be billed based on meter measurements. The utility will provide, install, own and maintain meters to measure amounts of water consumed by its customers.

Meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period unless otherwise authorized by the Commission.

Meter tests. The utility will, upon the request of a customer, and, if the customer so desires, in his or her presence or in that of his or her authorized representative, make without charge a test of the accuracy of the customer's meter. If the customer asks to observe the test, the test will be made during the utility's normal working hours at a time convenient to the customer.

Whenever possible, the test will be made on the customer's premises, but may, at the utility's discretion, be made at the utility's testing facility. If within a period of two years the customer requests a new test, the utility will make the test, but if the meter is found to be within the accuracy standards established by the American Water Works Association, the utility will charge the customer a fee which reflects the cost to test the meter up to a maximum $25 for a residential customer. Following the completion of any requested test, the utility will promptly advise the customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

Section 2.10 - Billing

(A) Regular Billing
Bills from the utility will be mailed monthly unless otherwise authorized by the Commission. The due date of bills for utility service will be at least sixteen (16) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the utility will constitute proof of the date of issuance. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at the utility or the utility's authorized payment agency by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date.

(B) Late Fees
A late penalty of either $5.00 or 10.0% will be charged on bills received after the due date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. The utility must maintain a record of the date of mailing to charge the late penalty.

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SECTION 2.0 -- SERVICE RULES AND POLICIES (Continued)

(C) Information on Bill
Each bill will provide all information required by the PUC rules. For each of the systems it operates, the utility will maintain and note on the monthly bill a local or toll-free telephone number (or numbers) to which customers can direct questions about their utility service.

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that the complaint may be filed with the Commission.

(D) Prorated Bills
If service is interrupted or seriously impaired for 24 consecutive hours or more, the utility will prorate the monthly base bill in proportion to the time service was not available to reflect this loss of service.

Section 2.11- Payments

All payments for utility service shall be delivered or mailed to the utility's business office. If the business office fails to receive payment prior to the time of noticed disconnection for non-payment of a delinquent account, service will be terminated as scheduled.

Utility service crews shall not be allowed to collect payments on customer accounts in the field. Payment of an account by any means that has been dishonored and returned by the payer or payee's bank, shall be deemed to be delinquent. All returned payments must be redeemed with cash or valid money order. If a customer has two returned payments within a twelve month period, the customer shall be required to pay a deposit if one has not already been paid.

Section 2.12 - Service Disconnection

(A) With Notice
Utility service may be disconnected if the bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 10 days after the notice is mailed or hand delivered. If the customer elects to receive electronic communications, the disconnect notice may be emailed in lieu of mailing or hand delivery.

The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing or hand delivery in accordance with the PUC Rules.

(B) Without Notice
Utility service may also be disconnected without notice for reasons as described in the PUC Rules.

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SECTION 2.0 -- SERVICE RULES AND POLICIES (Continued)

Section 2.13 - Reconnection of Service

Utility personnel must be available during normal business hours to accept payments on the day service is disconnected and the following day unless service was disconnected at the customer's request or due to a hazardous condition.

Service will be reconnected within 36 hours after the past due bill, reconnect fees and any other outstanding charges are paid or the conditions which caused service to be disconnected are corrected.

Section 2.14 - Service Interruptions

The utility will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the utility will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the utility will keep a complete record of all interruptions, both emergency and scheduled and will notify the Commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice will explain the cause of the interruptions.

Section 2.15 - Quality of Service

The utility will plan, furnish, and maintain production, treatment, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all reasonable consumer uses. Unless otherwise authorized by the Commission, the utility will maintain facilities as described in the TCEQ Rules and Regulations for Public Water Systems.

Section 2.16 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the utility's response, the utility must advise the complainant that he has recourse through the PUC complaint process. Pending resolution of a complaint, the Commission may require continuation or restoration of service.

The utility will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that a complaint may be filed with the Commission.

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Section 2.17 - Customer and Utility Liability

Customer shall be liable for any damage or injury to utility-owned property shown to be caused by the customer, his invitees, his agents, his employees, or other directly under his control.

Limitation on Product/Service Liability – Public water utilities are required to deliver water to the customer's side of the meter or service connection that meets the potability and pressure standards of the TCEQ. The utility will not accept liability for any injury or damage to individuals or their property occurring on the customer's side of the meter when the water delivered meets these state standards. The utility makes no representations or warranties (expressed or implied) that customer's appliances will not be damaged by disruptions of or fluctuations in water service whatever the cause.

The utility will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God, (2) acts of third parties not subject to the control of the utility if the utility has undertaken such preventative measures as are required by TCEQ and PUC rules, (3) electrical power failures in water systems not required by TCEQ rules to have auxiliary power supplies, or (4) termination of water service pursuant to the utility's tariff and the PUC's rules.

The utility is not required by law and does not provide fire prevention or firefighting services. The utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies. Utility may (but is not required to) contract with individual customers/applicants to provide water service capacities to their properties in excess of the TCEQ's domestic water system regulations so that such water volumes and pressures may be used by the customer/applicant or local fire department (at their sole election and responsibility) for firefighting purposes. Such additional water services capacities shall be provided only in response to and according to design criteria and/or plans prepared by the customer/applicant's registered professional engineer. Notwithstanding any understanding or intent of such customer/applicant for the use of such excess water service capacity, Utility does not profess, state, warrant, guarantee, or imply that such additional water service capacity is, or shall ever be, adequate or sufficient for firefighting. Utility neither possesses nor claims to possess knowledge or expertise in firefighting or the requirements of firefighting. No statement or action of Utility shall ever be implied or meant to suggest that any facilities of Utility comply with any state or local fire code.

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SECTION 3.0 -- EXTENSION POLICY

Section 3.01 - Standard Extension Requirements

Line Extension and Construction Charges: No Contribution in Aid of Construction may be required of any customer except as provided for in this approved extension policy.

The Utility is not required to extend service to any applicant outside of its certified service area and will only do so under terms and conditions mutually agreeable to the Utility and the applicant, in compliance with PUC rules and policies, and upon extension of the Utility's certified service area boundaries by the PUC.

The applicant for service will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

Section 3.02 - Costs Utilities and Service Applicants Shall Bear

Within its certified area, the utility will pay the cost of the first 200 feet of any water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision.

However, if the residential customer requesting service purchased the property after the developer was notified in writing of the need to provide facilities to the utility, the utility may charge for the first 200 feet. The utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the utility's approved extension policy after receiving a written request from the utility.

Residential customers will be charged the equivalent of the costs of extending service to their property from the nearest transmission or distribution line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the additional cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

Unless an exception is granted by the PUC, the residential service applicant shall not be required to pay for costs of main extensions greater than 2" in diameter for water distribution and pressure wastewater collection lines and 6" in diameter for gravity wastewater lines.

Exceptions may be granted by the PUC if:

- adequate service cannot be provided to the applicant using the maximum line sizes listed due to distance or elevation, in which case, it shall be the utility's burden to justify that a larger diameter pipe is required for adequate service;
- or larger minimum line sizes are required under subdivision platting requirements or building codes of municipalities within whose corporate limits or extraterritorial jurisdiction the point of use is located; or the residential service applicant is located outside the CCN service area.

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SECTION 3.0 -- EXTENSION POLICY (Continued)

If an exception is granted, the Utility shall establish a proportional cost plan for the specific extension or a rebate plan which may be limited to seven years to return the portion of the applicant's costs for overriding as new customers are added to ensure that future applicants for service on the line pay at least as much as the initial service applicant.

For purposes of determining the costs that service applicants shall pay, commercial customers with service demands greater than residential customer demands in the certified area, industrial, and wholesale customers shall be treated as developers. A service applicant requesting a one inch meter for a lawn sprinkler system to service a residential lot is not considered nonstandard service.

If an applicant requires service other than the standard service provided by the utility, such applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in providing the standard service and connection beyond 200 feet and throughout his property including the cost of all necessary transmission facilities.

The utility will bear the full cost of any over-sizing of water mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional production, storage, or treatment facilities. Contributions in aid of construction may not be required of individual residential customers for production, storage, treatment or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

Section 3.03 - Contributions in Aid of Construction

Developers may be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with TCEQ minimum design criteria for facilities used in the production, transmission, pumping, or treatment of water or TCEQ minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ minimum design criteria for water production, treatment, pumping, storage and transmission.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 16 TAC § 24.163(d). When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge for facilities which must be committed to such extension compliant with the TCEQ minimum design criteria. As provided by 16 TAC § 24.163(d)(4), for purposes of this section, commercial customers with service demands greater than residential customer demands in the certificated area, industrial, and wholesale customers shall be treated as developers.

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A utility may only charge a developer standby fees for unrecovered costs of facilities committed to a developer's property under the following circumstances:

- Under a contract and only in accordance with the terms of the contract; or
- If service is not being provided to a lot or lots within two years after installation of facilities necessary to provide service to the lots has been completed and if the standby fees are included on the utility's approved tariff after a rate change application has been filed. The fees cannot be billed to the developer or collected until the standby fees have been approved by the PUC.
- For purposes of this section, a manufactured housing rental community can only be charged standby fees under a contract or if the utility installs the facilities necessary to provide individually metered service to each of the rental lots or spaces in the community.

Section 3.04 - Appealing Connection Costs

The imposition of additional extension costs or charges as provided by Sections 3.0 - Extension Policy of this tariff shall be subject to appeal as provided in this tariff, PUC rules, or the rules of such other regulatory authority as may have jurisdiction over the utility's rates and services. Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall be informed of the right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's property(is) is located.

Section 3.05 - Applying for Service

The Utility will provide a written service application form to the applicant for each request for service received by the Utility's business offices. A separate application shall be required for each potential service location if more than one service connection is desired by any individual applicant. Service application forms will be available at the Utility's business office during normal weekday business hours. Service applications can be sent by mail, email, or fax upon request. Completed applications can be returned by mail, email, or fax.

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a tap be made. A diagram, map, plat, or written metes and bounds description of precisely where the applicant desires each tap or service connection is to be made and, if necessary, where the meter is to be installed, along the applicant's property line may also be required with the tap request. The actual point of connection and meter installation must be readily accessible to Utility personnel for inspection, servicing, and meter reading while being reasonably secure from damage by vehicles and mowers. If the Utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the Utility's nearest service main with adequate capacity to service the applicant's full potential service demand.

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SECTION 3.0 -- EXTENSION POLICY (Continued)

Beyond the initial 200 feet, the customer shall bear only the equivalent cost of extending from the nearest main. If the tap or service connection cannot be made at the applicant's desired location, it will be made at another location mutually acceptable to the applicant and the Utility. If no agreement on location can be made, the applicant may refer the matter to the PUC for resolution.

Section 3.06 - Qualified Service Applicant

A "qualified service applicant" is an applicant who has: (1) met all of the Utility's requirements for service contained in this tariff, PUC rules and/or PUC order, (2) has made payment or made arrangement for payment of tap fees, (3) has provided all easements and rights-of-way required to provide service to the requested location, (4) delivered an executed customer service inspection certificate to the Utility, if applicable, and (5) has executed a customer service application for each location to which service is being requested.

The Utility shall serve each qualified service applicant within its certified service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by PUC rules once the applicant has met all conditions precedent to achieving "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause and the anticipated date that service will be available. The PUC service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a qualified service applicant as defined by PUC rules.

Section 3.07 - Developer Requirements

As a condition of service to a new subdivision, the Utility shall require a developer (as defined by PUC rule) to provide permanent recorded public utility easements as a condition of service to any location within the developer's property.

APPENDIX A -- DROUGHT CONTINGENCY PLAN

"This page incorporates by reference the utility's Drought Contingency Plan, as approved and periodically amended by the Texas Commission on Environmental Quality."

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APPENDIX B -- SAMPLE SERVICE AGREEMENT

APPENDIX C -- APPLICATION FOR SERVICE
(Utility Must Attach Blank Copy)

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SEWER UTILITY TARIFF
Docket No. 56214

Quadvest, L.P.
(Utility Name)

P. O. Box 409
(Business Address)

Tomball, Texas 77377
(City, State, Zip Code)

281/356-5347
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:

20952

This tariff is effective in the following county:

Harris, Fort Bend, Montgomery, Liberty, and Waller

This tariff is effective in the following cities or unincorporated towns (if any):

None

This tariff is effective in the following subdivisions and water quality permit numbers:

See attached list.

TABLE OF CONTENTS

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

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LIST OF SUBDIVISION AND SYSTEMS

Bauer Landing	WQ0014675-001
Old Town Spring	WQ0013819-001
Bella Vista	WQ0015061-001
Benders Landing Estates	WQ0014755-001
Binford Wastewater	WQ0016100-001
Caddo Village*	WQ0012670-001
Camino Real	WQ0015452-001
Victoria Station* (Formerly HMW SUD)	WQ0015003-001
Creekside Village	WQ0014531-001
Cypress Trails at Bauer Landing	WQ0014675-001
Decker Farms	WQ0015993-001
Decker Oaks Estates	WQ0015003-001
Decker Prairie Rosehill	WQ0015825-001
Freeman Ranch	
Grande San Jacinto	WQ0015192-001
Lake House* (Formerly Cane Island)	WQ0015101-001
Lakes of Fairhaven*	WQ0014434-001
Lake Pointe Estates*	Purchased Sewer
Lone Star Ranch	WQ0014029-001
Lakes of Magnolia	WQ0014542-001
Olympia Falls	WQ0015747-001
Magnolia Reserve	WQ0015317-001
Mill Creek	WQ0015800-001
Mostyn Manor	WQ0014711-001
Mostyn Springs	WQ0014711-001
Ranch Hill	WQ0015676-001
Rancho San Vicente	WQ0015061-001
Summerset Estates	WQ0014029-001
Sweetwater WWTP	WQ0016098-001
Telge Jarvis	WQ0015336-001
Vacek Country Meadows	WQ0015449-001
Villa Nueva	WQ0015061-001
Village of Decker Oaks	WQ0015003-001
Redbud	WQ001619-001
The Reserve at Katy Hockley	WQ0015101-001

*Caddo Village, Victoria Station, Lake House, Lakes of Fairhaven, and Lake Pointe Estates have separate tariff pages.

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SECTION 1.0 - RATE SCHEDULE

Rates Effective April 8, 2013

Meter Size	Monthly Flat Rate (Includes 0 gallons)
5/8" x 3/4"	$67.50
3/4"	$67.50
1"	$67.50
1½"	$337.50
2"	$540.00
3"	$1,012.50
4"	$1,687.50
6"	$3,375.00
8"	$5,400.00
10"	$7,762.50

Residential sewer service will be billed the monthly flat rate only.

Non-residential service connections will be billed the monthly flat rate plus $3.33 per 1,000 gallons of actual water meter usage as supplied by the water utility.

Rates Effective January 8, 2014

Meter Size	Monthly Flat Rate (Includes 0 gallons)
5/8" x 3/4"	$76.00
3/4"	$76.00
1"	$76.00
1½"	$380.00
2"	$608.00
3"	$1,140.00
4"	$1,900.00
6"	$3,800.00
8"	$6,080.00
10"	$8,740.00

Residential sewer service will be billed the monthly flat rate only.

Non-residential service connections will be billed the monthly flat rate plus $3.33 per 1,000 gallons of actual water meter usage as supplied by the water utility.

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SECTION 1.0 - RATE SCHEDULE (Continued)

FEDERAL TAX CHANGE CREDIT RIDER
(Tariff Control No. 48323)

Monthly Fixed Rate Adjustment	May 1, 2018-December 31, 2018	January 1, 2019
5/8" x 3/4"	$(6.82)	$(4.66)
¾"	$(6.82)	$(4.66)
1"	$(6.82)	$(4.66)
1½"	$(34.08)	$(23.31)
2"	$(54.54)	$(37.29)
3"	$(102.25)	$(69.92)
4"	$(170.42)	$(116.53)
6"	$(340.84)	$(233.06)
8"	$(545.35)	$(372.89)
10"	$(783.94)	$(536.03)

FORM OF PAYMENT: The utility will accept the following forms of payment:
Cash X ,Check X ,Money Order X , Credit Card X ,Other (specify) Bank Draft

THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN $1 00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT.. 1.0%

PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND TO REMIT FEE TO THE TCEQ.

Section 1.02 - Miscellaneous Fees

TAP FEE (Gravity Sewer) for 5/8 x 3/4-inch water meter...$790.00

TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL CONNECTION AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE...$870.00

TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD 3/4" and 1" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Large Meter) ....Actual Cost

TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR TAP SIZE INSTALLED.

TAP FEE (Unique costs) ....Actual Cost

FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

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SECTION 1.0 - RATE SCHEDULE (Continued)

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF):

a) Non-payment of bill (Maximum $25.00) $25.00
b) Customer's request that service be disconnected $50.00

TRANSFER FEE $45.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE (EITHER $5.00 OR 10% OF THE BILL) 10%

PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING

RETURNED CHECK CHARGE $25.00

RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum $50) $50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT .... 1/6TH OF ESTIMATED ANNUAL BILL

SERVICE RELOCATION FEE .... Actual Cost to relocate that service connection

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS RELOCATION OF AN EXISTING SERVICE CONNECTION.

SEASONAL RECONNECTION FEE:

BASE RATE TIMES NUMBER OF MONTHS OFF THE SYSTEM NOT TO EXCEED SIX MONTHS WHEN LEAVE AND RETURN WITHIN A TWELVE- MONTH PERIOD

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE:

WHEN AUTHORIZED IN WRITING BY PUC AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING. [16 TAC § 24 25(b)(2)(G)]

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 3 0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE

Quadvest, L.P.
Caddo Village
(Formerly Caddo Village dba Ranch Utilities L.P.)
(Utility Name)

SECTION 1.0--RATE SCHEDULE (Continued)

Meter Size	Monthly Minimum Charge	Gallonage Charge
Residential (Flat Rate)	$53.50	Including all gallons for all meters

Commercial (based upon water meter size):

Flat rates including all gallons for all meters

1½"	$267.50
2"	$428.00
3"	$802.50
4"	$1,337.50
6"	$2,675.00
8"	$4,280.00
10"	$6,152.50

FEDERAL TAX CHANGE CREDIT RIDER
(Tariff Control No. 48323)

Monthly Fixed Rate Adjustment	May 1, 2018-December 31, 2018	January 1, 2019
5/8" x 3/4"	$(1.08)	$(0.78)
¾"	$(1.08)	$(0.78)
1"	$(1.80)	$(1.31)
1½"	$(5.39)	$(3.92)
2"	$(8.63)	$(6.26)
3"	$(16.18)	$(11.75)
4"	$(26.97)	$(19.58)
6"	$(53.95)	$(39.15)
8"	$(86.31)	$(62.64)
10"	$(124.08)	$(90.05)

FORM OF PAYMENT: The utility will accept the following forms of payment:
Cash X, Check X, Money Order X, Credit Card X , Other (Specify) Bank Draft
(THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN $1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.)

REGULATORY ASSESSMENT FEE 1%
A REGULATORY ASSESSMENT, EQUAL TO ONE PERCENT OF THE CHARGE FOR RETAIL SEWER SERVICE ONLY, SHALL BE COLLECTED FROM EACH RETAIL CUSTOMER.

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SECTION 1.0--RATE SCHEDULE (Continued)

Section 1.02--Miscellaneous Fees

RESIDENTIAL TAP FEE (Sugar Tree) $1,300.00
THE TAP FEE IS BASED ON THE AVERAGE OF THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR STANDARD RESIDENTIAL CONNECTION PLUS ROAD BORES AND OTHER EXTRAORDINARY COST PERMITTED BY 16 TAC § 24 163(a)(1)(A)-(C).

RESIDENTIAL TAP FEE (Caddo Village)..$790.00
THE TAP FEE IS BASED ON THE AVERAGE OF THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR STANDARD RESIDENTIAL CONNECTION PLUS ROAD BORES AND OTHER EXTRAORDINARY COST PERMITTED BY 16 TAC § 24 163(a)(1)(A)-(C)

TAP FEE (Large meter) ....Actual Cost
TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR TAP SIZE INSTALLED.

TAP FEE (Pressure Sewer) any water meter size ....Actual Cost
TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR TAP SIZE INSTALLED. CUSTOMER SHALL OWN AND MAINTIAN ALL REQUIRED GRINDER PUMPS AND APPURTENANCES.

RECONNECTION FEE
THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS:

a) Nonpayment of bill (Maximum $25.00)..$25.00
b) Customer's request $50.00
OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF

TRANSFER FEE..$45.00
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHERE THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE.. 10%
A ONE TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE $25.00
RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY S DOCUMENTABLE COST.

CUSTOMER DEPOSIT (Maximum $50)..$50.00

NON-RESIDENTIAL DEPOSIT...1/6TH ESTIMATED ANNUAL BILL

SEASONAL RECONNECTION FEE:
BASE RATE FOR METER SIZE TIMES NUMBER OF MONTHS OFF THE SYSTEM NOT TO EXCEED SIX MONTHS WHEN LEAVE AND RETURN WITHIN A TWELVE MONTH PERIOD

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE:
WHEN AUTHORIZED IN WRITING BY TCEQ AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING. [16 TAC § 24.25(b)(2)(G)]

LINE EXTENSION AND CONSTRUCTION CHARGES:
REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

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Quadvest, L.P.
Victoria Station
(Formerly H-M-W Special Utility District)
(Utility Name)

SECTION 1.0 - RATE SCHEDULE

Meter Size	Monthly Flat Rate
5/8" x 3/4"	$33.00
1"	$55.00
1½"	$110.00
2"	$176.00
2½"	$264.00
3"	$330.00
4"	$550.00

Residential sewer service will be billed the monthly flat rate plus $7.00 per 1,000 gallons of actual water meter usage.

For sewer rate purposes, residential water usage is based on the average water consumption for December, January and February and is reset annually. Users without usage experience for those months shall be billed $63.00 per month, based on a 5/8" meter. Non-residential customers are billed on each month's metered water consumption.

FEDERAL TAX CHANGE CREDIT RIDER
(Tariff Control No. 48323)

Monthly Fixed Rate Adjustment	May 1, 2018-December 31, 2018	January 1, 2019
5/8" x 3/4"	$(1.08)	$(0.78)
¾""	$(1.08)	$(0.78)
1"	$(1.80)	$(1.31)
1½"	$(3.60)	$(2.61)
2"	$(5.75)	$(4.18)
2½"	$(8.63)	$(6.26)
3"	$(10.79)	$(7.83)
4"	$(17.98)	$(13.05)

FORM OF PAYMENT: The utility will accept the following forms of payment:
Cash X ,Check X ,Money Order X , Credit Card X ,Other (specify) Bank Draft
THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN $1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS

REGULATORY ASSESSMENT.. 1.0%
PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND TO REMIT FEE TO THE TCEQ

Section 1.02 - Miscellaneous Fees

TAP FEE (Standard) for 5/8 x 3/4-inch water meter...$750.00
TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL CONNECTION. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Non-Standard)..Actual Cost
TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR TAP SIZE INSTALLED.

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SECTION 1.0 - RATE SCHEDULE

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF):

a) Non-payment of bill (Maximum $25.00) $25.00

TRANSFER FEE $25.00

THE TRANSFER FEE WILL BE CHARGED FOR AN APPLICANT FOR SERVICE WHO IS A TRANSFEREE FROM AN EXISTING UTILITY CUSTOMER.

LATE CHARGE (EITHER $5.00 OR 10% OF THE BILL) $5.00

PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE $25.00

RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum $50) $50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT .... 1/6TH OF ESTIMATED ANNUAL BILL

EQUIPMENT DAMAGE FEE: .... Actual Costs

IF FACILITIES OR EQUIPMENT HAVE BEEN DAMAGED DUE TO TAMPERING, NEGLIGENCE, OR UNAUTHORIZED USE OF EQUIPMENT, RIGHT-OF-WAY, OR DUE TO OTHER ACTS FOR WHICH THE UTILITY INCURS LOSSES OR DAMAGES SHOWN TO BE CAUSED BY THE CUSTOMER, THE CUSTOMER SHALL BE LIABLE FOR THE ACTUAL COSTS FOR ALL LABOR, MATERIAL, AND EQUIPMENT USE FEES NECESSARY FOR REPAIR, REPLACEMENT, OR OTHER CORRECTIVE ACTIONS TAKEN BY THE UTILITY .THE UTILITY SHALL PROVIDE AN ITEMIZED BILL OF SUCH CHARGES TO THE CUSTOMER. EXCEPT IN CASES OF METER TAMPERING OR SERVICE DIVERSION, THE UTILITY MAY NOT DISCONNECT SERVICE, OR REFUSE RECONNECTION, OF A CUSTOMER REFUSING TO PAY DAMAGE CHARGES.

CUSTOMER SERVICE INSPECTION FEE $75.00

SERVICE APPLICANTS MAY CHOOSE TO HAVE CUSTOMER SERVICE INSPECTIONS REQUIRED BY 30 TAC § 290 46(j) PERFORMED BY ANY STATE LICENSED INSPECTOR OF THEIR CHOICE. UNLESS THE SERVICE APPLICANT CHOOSES TO ARRANGE FOR AND PAY FOR THE INSPECTION INDEPENDENTLY, THE UTILITY MAY CHARGE SERVICE APPLICANTS THE CUSTOMER SERVICE INSPECTION FEE AT THE TIME THEY APPLY FOR SERVICE

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE:

WHEN AUTHORIZED IN WRITING BY PUC AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING. [16 TAC § 24 25(b)(2)(G)]

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

SECTION 1.0 -- RATE SCHEDULE

Section 1.01 - Rates

Meter Size	Monthly Minimum Charge	Gallonage Charge
5/8"	$70.00 (Includes all gallons - Residential)	$4.50 per 1000 gallons for all gallons - Non-residential
3/4"	$70.00	
1"	$70.00	
1½"	$70.00	
2"	$373.36	
3"	$700.05	
4"	$1400.10	

FEDERAL TAX CHANGE CREDIT RIDER
(Tariff Control No. 48323

Monthly Fixed Rate Adjustment	May 1, 2018-December 31, 2018	January 1, 2019
5/8" x 3/4"	$(1.08)	$(0.78)
¾"	$(1.08)	$(0.78)
1"	$(1.08)	$(0.78)
1½"	$(1.08)	$(0.78)
2"	$(5.75)	$(4.18)
3"	$(10.79)	$(7.83)
4"	$(21.58)	$(15.66)

FORM OF PAYMENT: The utility will accept the following forms of payment:
Cash X, Check X, Money Order X, Credit Card X, Other (specify) Bank Draft
THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN $1.00 IN SMALL COINS A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT.. 1.0%
PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND REMIT FEES TO THE TCEQ.

Section 1.02 - Miscellaneous Fees

TAP FEE..$750.00
TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF

TAP FEE (Unique costs) ....Actual Cost
FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

TAP FEE (Large meter) ....Actual Cost
TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

SECTION 1.0 – RATE SCHEDULE (Continued)

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF):

a) Nonpayment of bill (Maximum $25.00) $25.00
b) Customer's request that service be disconnected $40.00

TRANSFER FEE $40.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE (EITHER $5.00 OR 10% OF THE BILL) 10%

PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE $35.00

RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum $50) $50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT ...... 1/6TH OF ESTIMATED ANNUAL BILL

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE:

WHEN AUTHORIZED IN WRITING BY PUC AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING. [16 TAC § 24.25(b)(2)(G)].

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

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SECTION 2.0 – SERVICE RULES AND POLICIES

The utility will have the most current Public Utility Commission of Texas (PUC or Commission) Rules, Chapter 24, available at its office for reference purposes. The Rules and this tariff shall be available for public inspection and reproduction at a reasonable cost. The latest Rules or Commission approved changes to the Rules supersede any rules or requirements in this tariff.

Section 2.01 – Application for Sewer Service

All applications for service will be made on the utility's standard application or contract form (attached in the Appendix to this tariff), will be signed by the applicant, any required fees (deposits, reconnect, tap, extension fees, etc. as applicable) will be paid and easements, if required, will be granted before service is provided by the utility. A separate application or contract will be made for each service location.

Section 2.02 – Refusal of Service

The utility may decline to serve an applicant until the applicant has complied with the regulations of the regulatory agencies (state and municipal regulations) and for the reasons outlined in the PUC Rules. In the event that the utility refused to serve an applicant, the utility will inform the applicant in writing of the basis of its refusal. The utility is also required to inform the applicant that a complaint may be filed with the Commission.

Section 2.03 – Fees and Charges & Easements Required Before Service Can Be Connected

(A) Customer Deposits
If a residential applicant cannot establish credit to the satisfaction of the utility, the applicant may be required to pay a deposit as provided for in Section 1.02 – Miscellaneous Fees of this tariff. The utility will keep records of the deposit and credit interest in accordance with PUC Rules.

Residential applicants 65 years of age or older may not be required to pay deposits unless the applicant has an outstanding account balance with the utility or another water or sewer utility which accrued within the last two years.

Nonresidential applicants who cannot establish credit to the satisfaction of the utility may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

Refund of deposit – If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any residential customer who has paid 18 consecutive months without being delinquent.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

(B) Tap or Reconnect Fees
A new customer requesting service at a location where service has not previously been provided must pay a tap fee as provided in Section 1. A customer requesting service where service has previously been provided must pay a reconnect fee as provided in Section 1. Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to request for payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall be informed of their right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the utility's rate in that portion of the utility's service area in which the applicant's or existing customer's property(ies) is located.

Fees in addition to the regular tap fee may be charged to cover unique costs not normally incurred as permitted by 16 TAC § 24.163(a)(1)(C) if they are listed on this approved tariff. For example, a road bore for customers outside a subdivision or residential area could be considered a unique cost.

(C) Easement Requirement
Where recorded public utility easements on the service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the Utility may require the applicant to provide it with a permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant. Such easement(s) shall not be used for the construction of production, storage, transmission or pressure facilities unless they are needed for adequate service to that applicant.

Section 2.04 - Utility Response to Applications for Service

After the applicant has met all the requirements, conditions and regulations for service, the utility will install tap and utility cut-off and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service within 5 working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the utility will provide the applicant with a written explanation of the construction required and an expected date of service.

Except for good cause where service has previously been provided, service will be reconnected within one working day after the applicant has met the requirements for reconnection.

Section 2.05 - Customer Responsibility

The customer will be responsible for furnishing and laying the necessary customer service pipe from the tap location to the place of consumption. Customers will not be allowed to use the utility's cutoff.

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SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

2.06 - Access to Customer's Premises

All customers or service applicants shall provide access to utility cutoffs at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply.

Section 2.10 - Billing

(A) Regular Billing
Bills from the utility will be mailed monthly unless otherwise authorized by the Commission. The due date of bills for utility service will be at least sixteen (16) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the utility will constitute proof of the date of issuance. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at the utility or the utility's authorized payment agency by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date.

(B) Late Fees
A late penalty of either $5.00 or 10% will be charged on bills received after the due date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. The utility must maintain a record of the date of mailing to charge the late penalty.

(C) Information on Bill
Each bill will provide all information required by the PUC Rules. For each of the systems it operates, the utility will maintain and note on the monthly bill a local or toll-free telephone number (or numbers) to which customers can direct questions about their utility service.

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that the complaint may be filed with the Commission.

(D) Prorated Bills
If service is interrupted or seriously impaired for 24 consecutive hours or more, the utility will prorate the monthly base bill in proportion to the time service was not available to reflect this loss of service.

Section 2.11- Payments

All payments for utility service shall be delivered or mailed to the utility's business office. If the business office fails to receive payment prior to the time of noticed disconnection for non-payment of a delinquent account, service will be terminated as scheduled. Utility service crews shall not be allowed to collect payments on customer accounts in the field.

SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)

Payment of an account by any means that has been dishonored and returned by the payor or payee's bank, shall be deemed to be delinquent. All returned payments must be redeemed with cash or valid money order. If a customer has two returned payments within a twelve month period, the customer shall be required to pay a deposit if one has not already been paid.

Section 2.12 - Service Disconnection

(A) With Notice
Utility service may be disconnected if the bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 10 days after the notice is mailed or hand delivered. The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing or hand delivery in accordance with the PUC Rules.

(B) Without Notice
Utility service may also be disconnected without notice for reasons as described in the PUC Rules.

Section 2.13 - Reconnection of Service

Utility personnel must be available during normal business hours to accept payments on the day service is disconnected and the following day unless service was disconnected at the customer's request or due to a hazardous condition. Service will be reconnected within 24 hours after the past due bill, reconnect fees and any other outstanding charges are paid or the conditions which caused service to be disconnected are corrected.

Section 2.14 - Service Interruptions
The utility will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the utility will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the utility will keep a complete record of all interruptions, both emergency and scheduled and will notify the Commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice will explain the cause of the interruptions.

Section 2.15 - Quality of Service
The utility will plan, furnish, and maintain and operate production, treatment, storage, transmission, and collection facilities of sufficient size and capacity to provide continuous and adequate service for all reasonable consumer uses and to treat sewage and discharge effluent of

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the quality required by its discharge permit issued by the Commission. Unless otherwise authorized by the Commission, the utility will maintain facilities as described in the PUC and TCEQ Rules.

Section 2.16 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the utility's response, the utility must advise the complainant that he has recourse through the PUC complaint process. Pending resolution of a complaint, the commission may require continuation or restoration of service.

The utility will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that a complaint may be filed with the Commission.

Section 2.17 - Customer Liability

Customer shall be liable for any damage or injury to utility-owned property shown to be caused by the customer.

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SECTION 3.0 -- EXTENSION POLICY

Section 3.01 - Standard Extension Requirements

Line Extension and Construction Charges: No Contribution in Aid of Construction may be required of any customer except as provided for in this approved extension policy.

The Utility is not required to extend service to any applicant outside of its certified service area and will only do so under terms and conditions mutually agreeable to the Utility and the applicant, in compliance with PUC rules and policies, and upon extension of the Utility's certified service area boundaries by the PUC.

The applicant for service will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

Section 3.02 - Costs Utilities and Service Applicants Shall Bear

Within its certified area, the utility will pay the cost of the first 200 feet of any water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision.

However, if the residential customer requesting service purchased the property after the developer was notified in writing of the need to provide facilities to the utility, the utility may charge for the first 200 feet. The utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the utility's approved extension policy after receiving a written request from the utility.

Residential customers will be charged the equivalent of the costs of extending service to their property from the nearest collection line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the additional cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

Unless an exception is granted by the PUC, the residential service applicant shall not be required to pay for costs of main extensions greater than 6" in diameter for gravity wastewater lines.

Exceptions may be granted by the PUC if:

- adequate service cannot be provided to the applicant using the maximum line sizes listed due to distance or elevation, in which case, it shall be the utility's burden to justify that a larger diameter pipe is required for adequate service;

- or larger minimum line sizes are required under subdivision platting requirements or building codes of municipalities within whose corporate limits or extraterritorial jurisdiction the point of use is located; or the residential service applicant is located outside the CCN service area.

PUBLIC UTILITY COMMISSION OF TEXAS
APPROVED
SEP 06 2024 DOCKET 56214

SECTION 3.0 -- EXTENSION POLICY (Continued)

If an exception is granted, the Utility shall establish a proportional cost plan for the specific extension or a rebate plan which may be limited to seven years to return the portion of the applicant's costs for oversizing as new customers are added to ensure that future applicants for service on the line pay at least as much as the initial service applicant.

For purposes of determining the costs that service applicants shall pay, commercial customers with service demands greater than residential customer demands in the certified area, industrial, and wholesale customers shall be treated as developers.

If an applicant requires service other than the standard service provided by the utility, such applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in providing the standard service and connection beyond 200 feet and throughout his property including the cost of all necessary transmission facilities.

The utility will bear the full cost of any over-sizing of sewer mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional treatment facilities. Contributions in aid of construction may not be required of individual residential customers for production, storage, treatment or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

Section 3.03 - Contributions in Aid of Construction

Developers may be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with TCEQ minimum design criteria for facilities used in the production, collection, transmission, pumping, or treatment of sewage or TCEQ minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ minimum design criteria for water production, treatment, pumping, storage and transmission.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 16 TAC § 24.163(d). When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge for facilities which must be committed to such extension compliant with the TCEQ minimum design criteria. As provided by 16 TAC § 24.163(d)(4), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

A utility may only charge a developer standby fees for unrecovered costs of facilities committed to a developer's property under the following circumstances:

PUBLIC UTILITY COMMISSION OF TEXAS
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SECTION 3.0 -- EXTENSION POLICY (Continued)

- Under a contract and only in accordance with the terms of the contract; or
- if service is not being provided to a lot or lots within two years after installation of facilities necessary to provide service to the lots has been completed and if the standby fees are included on the utility's approved tariff after a rate change application has been filed. The fees cannot be billed to the developer or collected until the standby fees have been approved by the commission or executive director.
- For purposes of this section, a manufactured housing rental community can only be charged standby fees under a contract or if the utility installs the facilities necessary to provide individually metered service to each of the rental lots or spaces in the community.

Section 3.04 - Appealing Connection Costs

The imposition of additional extension costs or charges as provided by Sections 3.0 - Extension Policy of this tariff shall be subject to appeal as provided in this tariff, PUC rules, or the rules of such other regulatory authority as may have jurisdiction over the utility's rates and services. Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall be informed of the right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's property(ies) is located.

Section 3.05 - Applying for Service

The Utility will provide a written service application form to the applicant for each request for service received by the Utility's business offices. A separate application shall be required for each potential service location if more than one service connection is desired by any individual applicant.

Service application forms will be available at the Utility's business office during normal weekday business hours. Service applications will be sent by prepaid first class United States mail to the address provided by the applicant upon request. Completed applications should be returned by hand delivery in case there are questions which might delay fulfilling the service request. Completed service applications may be submitted by mail if hand delivery is not possible.

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a tap be made. A diagram, map, plat, or written metes and bounds description of precisely where the applicant desires each tap or service connection is to be made and, if necessary, where the meter is to be installed, along the applicant's property line may also be required with the tap request. The actual point of connection and meter installation must be readily accessible to Utility personnel for inspection, servicing, and meter reading while being reasonably secure from damage by vehicles and mowers. If the Utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the Utility's nearest service main with adequate capacity to service the applicant's full potential service demand. Beyond the initial 200 feet, the customer shall bear only the equivalent cost of extending from the nearest main. If the tap or service connection cannot be made at the applicant's desired location, it will be made at another location mutually acceptable to the applicant and the Utility. If no agreement on location can be made, the applicant may refer the matter to the PUC for resolution.

Section 3.06 - Qualified Service Applicant

A "qualified service applicant" is an applicant who has: (1) met all of the Utility's requirements for service contained in this tariff, PUC rules and/or PUC order, (2) has made payment or made arrangement for payment of tap fees, (3) has provided all easements and rights-of-way required to provide service to the requested location, (4) delivered an executed customer service inspection certificate to the Utility, if applicable, and (5) has executed a customer service application for each location to which service is being requested.

The Utility shall serve each qualified service applicant within its certified service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by PUC rules once the applicant has met all conditions precedent to achieving "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause and the anticipated date that service will be available. The PUC service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a qualified service applicant as defined by PUC rules.

Section 3.07 - Developer Requirements

As a condition of service to a new subdivision, the Utility shall require a developer (as defined by PUC rule) to provide permanent recorded public utility easements as a condition of service to any location within the developer's property.

PUBLIC UTILITY COMMISSION OF TEXAS
APPROVED
SEP 06 2024
DOCKET 56214

CONTRACT FOR THE DEVELOPMENT AND PURCHASE OF PUBLIC DRINKING WATER AND SANITARY SEWER FACILITIES AND TRANSFER OF GROUNDWATER INTERESTS IN WALLER COUNTY, TEXAS

EXHIBIT K

GROUNDWATER CONVEYANCE FORM DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GROUNDWATER DEED

STATE OF TEXAS §
§
COUNTY OF _________ §

THAT__________________________., a Texas limited partnership ("Grantor"), for TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid to Grantor by QUADVEST, LP, a Texas limited partnership ("Grantee") having an address of 26926 FM 2978 Magnolia, Texas 77354, the receipt and sufficiency of which consideration are hereby acknowledged and confessed by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY, unto Grantee, all of Grantor's right, title and interest in and to the groundwater, including without limitation all underground water, percolating water, artesian water and other subterranean waters from any and all underground reservoirs, formations, depths and aquifers beneath the surface of the earth, (such interest herein referred to as the "Groundwater") together with the right to produce and withdraw the Groundwater and together with any permits or appurtenant rights to in, on and under, and that may be produced from all depths under the property located in Waller County, Texas and further described in Exhibit 1 attached hereto and by this reference incorporated herein (the "Property").

Reference is made to that certain Contract for The Development and Purchase of Public Drinking Water and Sanitary Sewer Facilities and Transfer of Groundwater Interests in Waller County, Texas dated ___________________, 2025 (the "Contract") between Grantee and Grantor. Pursuant to the Contract, Grantor agreed to convey the Groundwater interests granted herein in order for Grantee to provide the Property with water services as provided for in the Contract. **In the event that the water services contemplated in the Contract are terminated, or the Contract is terminated, the Groundwater interests granted herein shall revert to Grantor**

upon the execution and recordation of a termination of this Groundwater Deed by Grantor and Grantee.

The rights transferred herein shall include: (i) the right of Grantee to pool any such Groundwater with other groundwater adjacent to the Property, and (ii) necessary easement estates (in locations mutually agreed to by the parties) to use only designated surface sites within the Property as reasonably necessary for Grantee's operations related to the Groundwater, including for the purpose of (A) exploration, development and production of Groundwater, (B) drilling of wells for exploration, development and production of Groundwater, (C) installing pipelines for collection and delivery of Groundwater, (D) installing electric lines for the exploration, development, production and delivery of Groundwater, and (E) constructing and utilizing service roads for the exploration, development, production and delivery of Groundwater.

Grantor agrees to execute any such further assurances and supplemental instruments as may be reasonably requested or required to allow Grantee the full use and enjoyment of the Groundwater interests conveyed by this Deed.

TO HAVE AND TO HOLD the Groundwater interests granted herein together with all and singular the rights, titles, privileges, and appurtenances thereto and anywise belonging, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind his successors and assigns, to warrant and forever defend, all and singular, the Groundwater interests granted herein unto the Grantee and Grantee's successors and assigns from and against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

[FULL COMPANY NAME]

By:____________________________
Name: _________________________
Title: __________________________

STATE OF TEXAS §
§
COUNTY OF _________ §

This instrument was acknowledged before me on this the ____ day of ________, 2025, by [SIGNING INDIVIDUAL], [TITLE] of_________________________________., on behalf of said company.

____
NOTARY PUBLIC
STATE OF ___________________________

Exhibit 1 to Groundwater Deed

Legal Description of Property

CONTRACT FOR THE DEVELOPMENT AND PURCHASE OF PUBLIC DRINKING WATER AND SANITARY SEWER FACILITIES AND TRANSFER OF GROUNDWATER INTERESTS IN FORT BEND COUNTY, TEXAS

EXHIBIT L

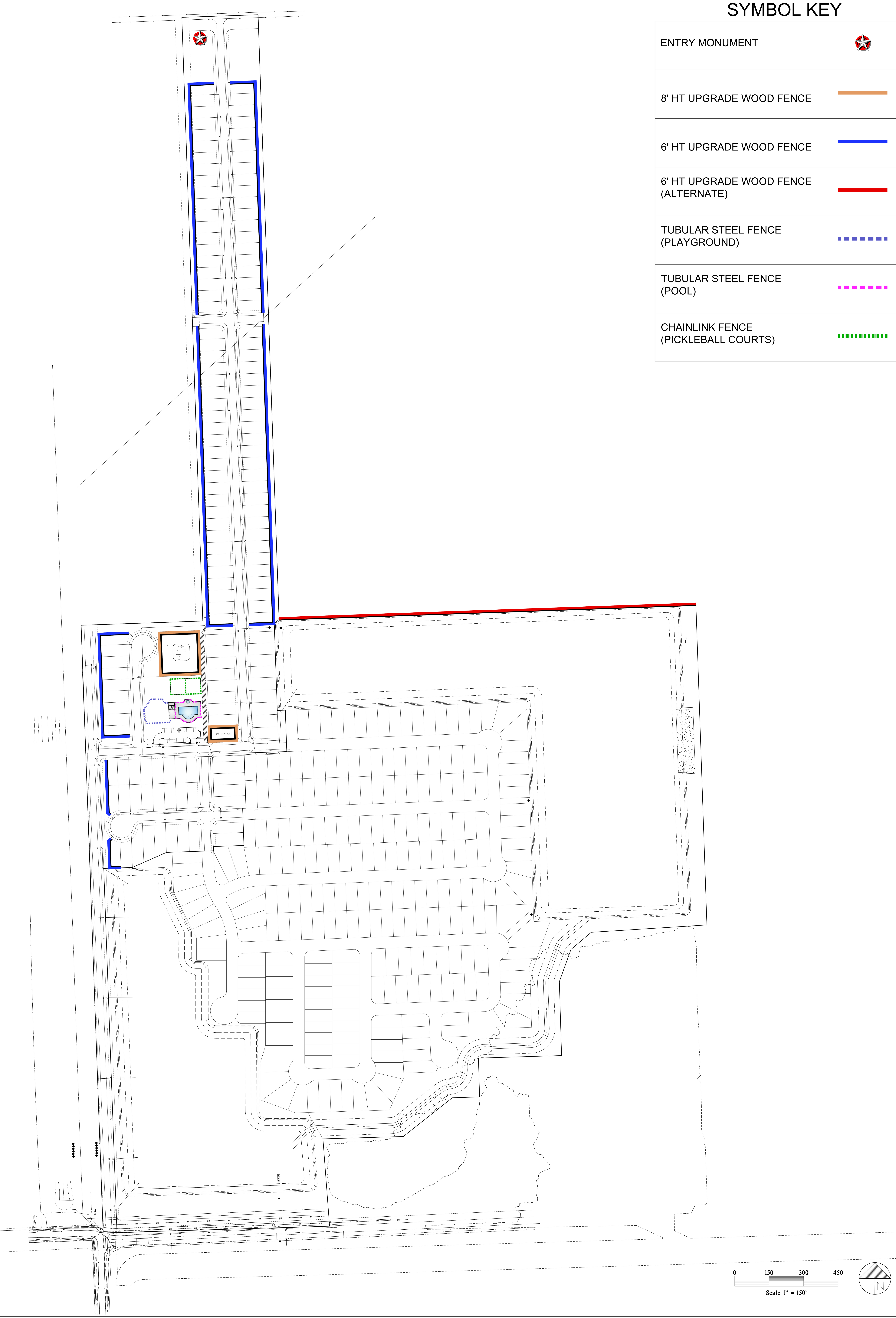
COST PER CONNECTION TABLE

Capacity Interest Fee – Water (per ESFC)	$2,040.00/Connection
Capacity Interest Fee – Wastewater (per ESFC)	$2,494.00/Connection
Total capacity interest fee per Lot (One (1) Water ESFC and one (1) Wastewater ESFC)	$4534.00/Lot
Total ESFC's reserved to serve the Property	440 Water ESFC 440 Wastewater ESFC
Total contribution payment	$1,995,000.00

4925-4840-7108 v.4

Exhibit B to PD

Perimeter Fence Layout



SYMBOL KEY

ENTRY MONUMENT	(star symbol)
8' HT UPGRADE WOOD FENCE	(orange line)
6' HT UPGRADE WOOD FENCE	(blue line)
6' HT UPGRADE WOOD FENCE (ALTERNATE)	(red line)
TUBULAR STEEL FENCE (PLAYGROUND)	(purple dashed line)
TUBULAR STEEL FENCE (POOL)	(magenta dashed line)
CHAINLINK FENCE (PICKLEBALL COURTS)	(green dotted line)

KGADeForest
Landscape Architecture

Fieldstone Landing Fencing Improvements

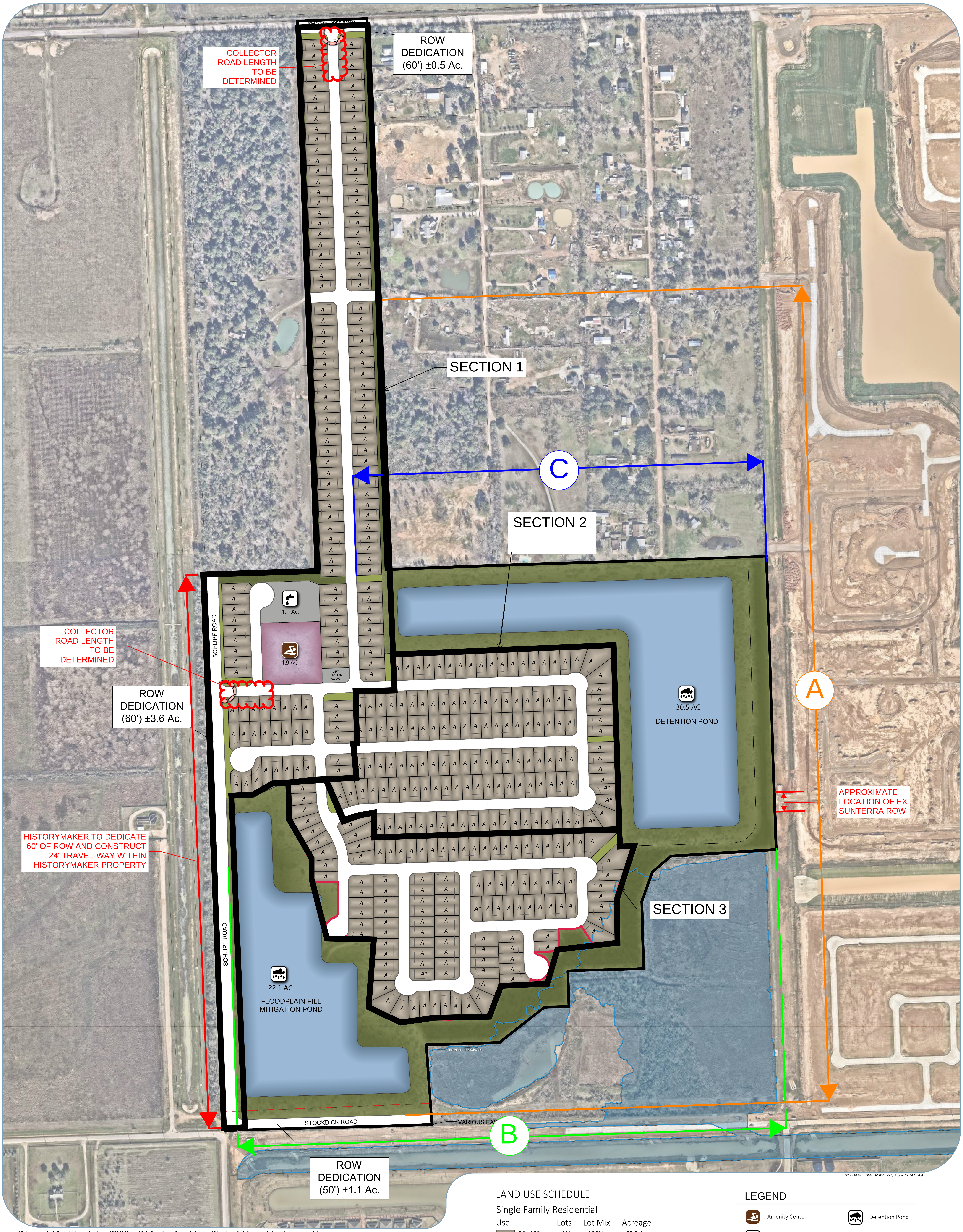
a project developed for
HistoryMaker Homes

THIS DRAWING DEPICTS CONCEPTUAL LANDSCAPE IMPROVEMENTS
FOR ILLUSTRATIVE PURPOSES ONLY.
FINAL DESIGN SOLUTIONS ARE SUBJECT TO CHANGE.

8/13/2025

Exhibit C

General Land Plan



I:\02_land planning\clients\historymaker homes\2024010-lpn-00_holigan farms\04_land planning\004_schematic lotting plan\holigan farms_slp_conj.dwg

LAND USE SCHEDULE

Single Family Residential

Use	Lots	Lot Mix	Acreage
50'x120'	±411	100%	±60.8 Ac.
Subtotal	±411	100%	±60.8 Ac.

Non-Residential

Use	Acreage
Rec Center	±1.9 Ac.
R.O.W.	±21.9 Ac.
Detention / Drainage	±64.4 Ac.
W.P./L.S.	±1.3 Ac.
Open Space	±1.2 Ac.
Subtotal	±90.7 Ac.
Total	±151.5 Ac.

LEGEND

- Amenity Center
- Detention Pond
- Water Plant
- Parcels
- Easement
- Entrance
- 100 yr Floodplain

SCALE - 1:200

0 100 200 400

05/20/2025

NORTH

Original Size
24"x36" - Arch D

Note: the 100-year floodplain depicted on this plan is per the effective national flood insurance program's flood insurance rate map. the local regulatory agency that holds jurisdiction over development requirements in the floodplain may have identified different local floodplains which encumber more of the subject tract than what is currently depicted on this plan.

All information furnished regarding this property is from sources deemed reliable. However, Pape-Dawson Engineers has not made an independent investigation of these sources and no warranty or representation is made by Pape-Dawson Engineers as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice,to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective

HISTORYMAKER HOMES est. 1949

Fieldstone Landing

±151.5 Acres - Waller County Texas

Schematic Lotting Plan - Option J

PAPE-DAWSON ENGINEERS
2107 CITYWEST BLVD, 3RD FLR I HOUSTON, TX 77042 I 713.428.2400
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

Exhibit D

Approved Variances

Approved Variances

1. On ________________, 2025 the Waller County Commissioners Court approved the following variance for JBZ SLM KATY LAND, LLC and TPG AG EHC III (EMP) MULTI STATE 1, LLC for the FIELDSTONE LANDING subdivision:

   Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 2.1, requiring a minimum lot size of one and one-half (1.5) net acres for lots which have a private water well and private septic system and one (1.0) net acre for public water and private septic system, per dwelling in each instance.

   Approved Variance: A minimum lot size of 50’ x 105’ for lots served by public water and public sewer.

2. On ________________, 2025 the Waller County Commissioners Court approved the following variance for JBZ SLM KATY LAND, LLC and TPG AG EHC III (EMP) MULTI STATE 1, LLC for the FIELDSTONE LANDING subdivision:

   Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 3.2, requiring a maximum block length of no more than 1,500 feet, based on the average lot size to be built on subject property.

   Approved Variance: A maximum block length of no more than 3,980 feet along the eastern boundary of Developer’s Property, where there are existing residential large lots, a BKDD channel, and wetlands area. This includes not connecting to existing Sunterra ROW. See “A” span on Exhibit C attached to the Development Agreement.

   A maximum block length of no more than 2,650 feet along the southern boundary of Developer’s Property that contains existing wetlands area and internal floodplain fill mitigation pond. See "B" span on Exhibit C attached to the Development Agreement.

A maximum block length of no more than 1,990 feet along the northern property boundary of Developer's Property, which includes residential large lots and has existing sheet flow and detention needs. See "C" span on Exhibit C attached to the Development Agreement.

3. On _________________, 2025 the Waller County Commissioners Court approved the following variance for JBZ SLM KATY LAND, LLC and TPG AG EHC III (EMP) MULTI STATE 1, LLC for the FIELDSTONE LANDING subdivision:

   Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 3.4.15, requiring a minimum side street building line of 15 feet on local streets.

   Approved Variance: A minimum side street building line of 10 feet on local streets.

4. On _________________, 2025 the Waller County Commissioners Court approved the following variance for JBZ SLM KATY LAND, LLC and TPG AG EHC III (EMP) MULTI STATE 1, LLC for the FIELDSTONE LANDING subdivision:

   Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.1.4, requiring an urban subdivision pavement cross section consisting of two 24-foot travel-ways with a 19-foot median.

   Approved Variance: An urban subdivision pavement cross section consisting of two 24-foot travel-ways with a 26-foot median.

5. On _________________, 2025 the Waller County Commissioners Court approved the following variance for JBZ SLM KATY LAND, LLC and TPG AG EHC III (EMP) MULTI

STATE 1, LLC for the FIELDSTONE LANDING subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.1, requiring a minimum local street right-of-way of 60 feet for local streets in urban subdivisions.

Approved Variance: A minimum 50-foot right-of-way for local streets in urban subdivisions.

6. On _________________, 2025 the Waller County Commissioners Court approved the following variance for JBZ SLM KATY LAND, LLC and TPG AG EHC III (EMP) MULTI STATE 1, LLC for the FIELDSTONE LANDING subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.4, requiring a minimum cul-de-sac right-of-way radius of 70 feet.

Approved Variance: A minimum cul-de-sac right-of-way radius of 60 feet.

7. On _________________, 2025 the Waller County Commissioners Court approved the following variance for JBZ SLM KATY LAND, LLC and TPG AG EHC III (EMP) MULTI STATE 1, LLC for the FIELDSTONE LANDING subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.5, requiring a minimum centerline right-of-way radius of 650 feet.

Approved Variance: A minimum centerline right-of-way radius of 300 feet.

Exhibit E

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement of the Subdivision Development Agreement Between Waller County, Texas and JBZ SLM Katy Land, LLC and TPG AG EHC III (EMP) MULTI STATE 1, LLC for Fieldstone Landing Subdivision ("Agreement"). The Agreement, dated effective ______, 2025, is identified as Contract ID # ________ in the Official Public Records of Waller County, Texas. Notice is hereby given that the real property described in Exhibit A attached hereto and incorporated herein by this reference is subject to the Agreement. A copy of the Agreement may be obtained from the Waller County Clerk's Office.

[*The remainder of this page is intentionally blank. Signatures follow on next pages*]

Contract ID#_______

WALLER COUNTY

____

Carbett "Trey" J. Duhon III

County Judge

____

Date

STATE OF TEXAS §
§
COUNTY OF WALLER §

This instrument was acknowledged before me on the ______day of _________________, 2025 by Carbett "Trey" J. Duhon III, Waller County Judge, on behalf of Waller County, Texas, a political subdivision of the State of Texas.

____

Notary Public, State of Texas

Contract ID#_______

JBZ SLM Katy Land, LLC
A Texas limited liability company

By: ________________________
[name]
[title]

____
Date

STATE OF ________________ §
§
COUNTY OF ______________ §

This instrument was acknowledged before me on the ______day of ________________, 2025 by___________________ [title] _____________ of ________ [company name]_, on behalf of JBZ SLM Katy Land, LLC, a Texas limited liability company.

____
Notary Public, State of Texas

Contract ID#_______

TPG AG EHC III (EMP) MULTI STATE 1, LLC
A Delaware limited liability company

By: Essential Houston Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

By: ____________________
Name: __________________
Title: ____________________

STATE OF ________________ §
§
COUNTY OF ______________ §

This instrument was acknowledged before me on the ______day of _________________, 2025 by___________________ [title] _____________ of ________ [company name]_, on behalf of Essential Housing Asset Management, LLC, an Arizona limited liability company and Authorized Agent of TPG AG EHC III (EMP) Multi State 1, LLC, a Delaware limited liability company, on behalf of said limited liability company.

____

Notary Public, State of Texas