

HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

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

(May 22, 2023)

Under Section 49.212, Texas Water Code, the Board of Directors (the "Board") of Hays County Municipal Utility District No. 5 (the "District") is authorized to adopt and enforce all necessary charges, fees or rentals for providing District facilities or services.

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

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

I. General Policies.

A. Definitions. For purposes of this Order, the following terms have the meanings indicated:

1. "Board" means the Board of Directors of the District.
2. "BOD" or "Biochemical Oxygen Demand" means the quantity of oxygen utilized in the biochemical oxidation of organic matter as determined by standard laboratory procedures for five days at 20° C. expressed as a concentration in mg/l.
3. "Builder" means a developer, contractor, commercial builder, or homebuilder in the District.
4. "Connection" means each residential unit occupied by a separate family, including separate apartments located within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.
5. "COD" or "Chemical Oxygen Demand" means the measure of the oxygen equivalent of the organic matter content of a sample that is susceptible to oxidation by a strong chemical oxidant as determined by standard laboratory procedures as specified in Standard Methods expressed as mg/l.
6. "Commercial connection" means any property improved for a use other than one single-family or duplex residence, including a commercial or industrial development, a multi-family residential development (including apartment complexes and condominiums), a school facility, or any other development or structure that does not constitute one single-family or duplex residence.
7. "District" means Hays County Municipal Utility District No. 5.
8. "District's representative" means the general manager of the District, another representative or employee of the District acting under the direction of the Board or the

general manager, or an employee of the PUA acting under the authority of the “Contract for Billing and Disconnection of Retail Water Services” between the District and the PUA.

9. “District’s Reclaimed Water System” means all supply, transmission, and distribution facilities utilized by the District in conveying Reclaimed Water from the District’s wastewater treatment plant and providing Reclaimed Water Service, including all mains, lines, reservoirs, pumps stations, valves, valve boxes, flushing valves, blowoff valves, meters, meter service lines, meter boxes, Reclaimed Water loading stations, and all facilities, improvements, fixtures, components, fittings, appurtenances, parts, equipment and related materials owned, leased, operated, or maintained by the District and utilized by the District to provide Reclaimed Water Service.

10. “District’s Systems” means the District’s Wastewater System, the District’s drainage and water quality facilities, and the District’s Reclaimed Water System.

11. “District’s Wastewater System” means the District’s wastewater collection, treatment, and disposal system.

12. “Dripping Springs ISD” means Dripping Springs Independent School District.

13. “Dripping Springs ISD Property” means the 49.1-acre tract of land owned by Dripping Springs ISD and located within the District, which is more particularly described in the Special Warranty Deed recorded in Volume 3150, Page 749, Official Public Records of Hays County, Texas.

14. “Fee Unit Equivalent” or “FUE” means one single-family or duplex residential dwelling unit or, in the case of a commercial customer, its equivalent under the following schedule:

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

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

16. “Grinder Pump” means an on-site component that receives raw wastewater from a private wastewater service line, grinds the solids present in the raw wastewater to a slurry, and provides the motive force for transporting the raw wastewater to the terminus of the collection system. A “District Grinder Pump” is a Grinder Pump that is installed in wet well constructed as a part of the District’s Wastewater System and located in a District easement adjacent to the street. A “Homeowner Grinder Pump” is any Grinder Pump that is installed as a part of a homeowner’s internal plumbing due to specific lot topography or home design. A “Commercial Grinder Pump” is a Grinder Pump that serves a commercial project that includes a restaurant or other use that generates wastewater other than normal, domestic wastewater.

17. “Industrial Waste Regulations” means the regulations governing the discharge of Non-Domestic Waste attached as **Exhibit “A”**.

18. “mg/l” means milligrams per liter.

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

20. “Parten Ranch Agreement” means the “Wholesale Wastewater Services and Capacity Agreement” dated effective September 14, 2015, as amended and assigned, by and among the District, HM Parten Ranch Development, Inc., a Texas corporation, and SHMUD.

21. “Parten Ranch Developer” means the developer of the Parten Ranch Development.

22. “Parten Ranch Development” means the single-family residential project generally shown on **Exhibit “C”** having a quantity of wastewater service of no more than the Wholesale Service and Capacity Commitment (as defined in the Parten Ranch Agreement).

23. “PUA” means the West Travis County Public Utility Agency.

24. “Reclaimed Water” means treated effluent produced by the District’s wastewater treatment plant meeting the definition of 30 Texas Administrative Code §210.3(24) that is suitable for beneficial use pursuant to the District’s authorization issued by the TCEQ under 30 Texas Administrative Code §210.

25. “Reclaimed Water Service” means the provision of Reclaimed Water to customers.

26. “Reclaimed Water User” means a person or entity utilizing reclaimed water for a beneficial use in accordance with the requirements of 30 Texas Administrative Code §210.

27. “Residential connection” means a single-family residence located on a separately-metered, individual lot, and does not include a multi-family residence or apartment complex.

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

29. “Shops at Highpointe Property” means the 9.73-acre tract of land located at the corner of U.S. Highway 290 and Sawyer Ranch Road, which is more particularly described in the Substitute Trustee’s Foreclosure Sale Deed recorded under Instrument Number 2013-13037213 (Volume 4792, Page 451), Official Public Records of Hays County, Texas.

30. “SHMUD” means Spring Hollow Municipal Utility District.

31. “TCEQ” means the Texas Commission on Environmental Quality, or its successor agency.

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

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

34. “Winter-averaging period” means the preceding December, January and February, unless a different time period is approved by the Board.

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

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

II. Connections to the District’s Systems; Construction of the District’s Systems.

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

B. Applications for Connections.

1. Any party desiring to make a connection to the District's Systems must submit an application to the District's representative in the form approved by the Board and, if applicable, must execute an Agreement Concerning District Grinder Pump System in the form attached as **Exhibit "D"**. The applicant must, upon request, furnish the District's representative with evidence that the party who will actually install the tap and connecting line has comprehensive general liability insurance in the minimum amounts of \$300,000 bodily injury and \$500,000 property damage, with an underground rider and a completed operations rider.

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

C. Construction of Connecting Facilities. After authorization is granted by the District's representative, the party desiring to make a connection to the District's Systems may proceed with construction, but before the connecting line or lines and any connections to the District's Systems are covered or enclosed with dirt or any other material, the District's representative must inspect the construction to confirm that the lines and connection have been properly installed in accordance with the requirements of this Order, the connection permit, and the Uniform Plumbing Code. The District's representative will also confirm whether the bedding materials used or to be used to cover or enclose the connecting line and connections are suitable under the standards required by this Order, the connection permit, and the Uniform Plumbing Code. The person to whom the connection permit is issued is responsible for covering or enclosing the connecting line and connections with proper materials as authorized and approved by the District's representative. The person making a tap or installing a service line must backfill any cuts made in paved streets. The cuts must be filled with sand, road base, and cement materials compacted to standard acceptable densities as established by the District's representative and covered with paving material in a manner acceptable to the District. All wastewater and Reclaimed Water connection lines and materials will be furnished by the party installing the lines and making the connections.

D. Lift Stations. All private lift stations required for wastewater service to an individual customer must be installed by the customer's plumber at the customer's expense. The District's engineer must approve the plans for any such lift station prior to the time construction is initiated, and the customer who will be served by the lift station must enter into an agreement with the District prior to initiation of utility service that sets forth applicable inspection and maintenance requirements, includes the customer's agreement to pay all costs associated with the inspection, operation, maintenance, repair, or replacement of the lift station, and provides for continuing access to such lift station by the District's representative.

E. Scheduling Utility Connections and Lift Station Installation. An applicant must schedule any new wastewater utility connections by notifying the District and paying all required District fees a minimum of 15 business days before the date the connection is desired to be made. Installation of private lift stations must be scheduled through the District's representative a minimum of 15 business days in advance of the date the installation is required. Installation of District Grinder Pumps must be scheduled through the District's operator a minimum of 15 business days in advance of the date the installation is required. The District

will not assume the risk of loss of any District Grinder Pump or meter until such time as the residence or commercial property at which the District Grinder Pump and/or meter has been installed is occupied by a customer. If a Builder elects to have a District Grinder Pump or meter installed prior to the occupancy of the residence or commercial building on a property, the Builder will remain liable for any damage to or loss of the District Grinder Pump and/or meter, and will be required to pay for any necessary repair or replacement of either the District Grinder Pump or meter until such time as the residence or commercial building is occupied.

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

G. Reclaimed Water Service Agreement. Prior to the connection of any irrigation or other facilities to the District's Reclaimed Water System, the use of Reclaimed Water, or the sale of Reclaimed Water to any user, the District requires that such user execute a Reclaimed Water Service agreement to be considered for approval by the Board. The applicant for Reclaimed Water Service will be responsible for the District's costs, including legal fees, in negotiation of any such Reclaimed Water Service agreement, and no such Reclaimed Water Service agreement will be approved or executed by the District until all of such costs have been reimbursed to the District.

III. Fee Schedule.

A. Service Initiation and Online Customer Account Profile Fees. A party desiring to receive service from the District's Systems must pay a **\$6** application fee to initiate service and establish an online customer account profile with the District's online billing system. Service will not be initiated until this application fee is paid.

B. Tap and Grinder Pump Installation and Inspection Fee Schedule.

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

<u>Meter Size</u>	<u>Tap Fee</u>
5/8" to 3/4"	\$500
1"	\$750
1 1/2"	\$1,000
2"	\$1,250
3"	\$1,500
4"	\$1,750
6"	\$2,000
8"	\$2,250
10"	\$2,500

12"
Larger than 12"

\$2,750
To be determined based upon
installation, three times cost

2. The District's residential wastewater tap inspection fees are **\$50** for the initial inspection. The District's commercial wastewater tap inspection fees are **\$75** for the initial inspection. If more than one inspection is required before a tap is approved by the District, the residential and commercial wastewater tap re-inspection fees are **\$50** for each additional inspection. The District's backflow device inspection fees are **\$75**. The District's fee for inspection of any private lift station required for wastewater service to an individual customer will be **\$300** for the initial inspection and **\$300** for each re-inspection or subsequent periodic inspection. Inspection fees will be payable to the District's representative at the time the inspection is requested. **Any customer that has any outstanding fees due to the District, including any previously backcharged but unpaid re-inspection fees, will not be permitted to make any additional connections to the District's Systems until all outstanding fees are paid.**

3. The District's Reclaimed Water tap fees are as follows:

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

4. The charge for each individual District Grinder Pump, including installation of the District Grinder Pump and control panel, electrical wiring from the control panel to the District Grinder Pump, and one inspection, will be based on current pricing and will be determined and assessed at the time of installation. If a customer or Builder calls for an inspection, and the inspection fails or the customer or Builder is not ready for the inspection, the customer or Builder will be charged a re-inspection fee of **\$275**, regardless of whether or not an inspection is performed. If any Grinder Pump wet well is required to be pumped out before it can be inspected, the Builder or customer will be required to pay all costs incurred for the pumping. Any re-inspection fee and pumping charge will be required to be paid before any additional inspections will be scheduled.

5. The fee for the first inspection of each wet well constructed for a Grinder Pump and the tie-in to the wet well is **\$50**. The fee for any additional inspections is **\$50** for each inspection, which must be paid to the District's operator at the time the inspection is requested.

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

1. Disconnection fee of **\$109** for 5/8" or 3/4" meter;
2. Disconnection fee in the amount of the **actual, reasonable cost** for meters larger than 3/4";

3. Reconnection fee of **\$55** during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday); and

4. Reconnection fee of **\$165** during weekends or after normal business hours (after 5:00 p.m. and before 8:00 a.m. Monday through Friday).

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

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

IV. Security Deposits

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

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

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

D. Builder Deposit. Each Builder must, in addition to the deposit required under Sections B and C, above, pay a security deposit of **\$3,000** to the District's representative prior to the Builder's initiation of any development or homebuilding program in the District. If a

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

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

A. Prohibited Waste.

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

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

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

4. Non-Domestic Waste.

a. No Non-Domestic Waste may be discharged into the District's Wastewater System without the prior approval of the District's representative. The District's representative will review each application to discharge Non-Domestic Waste and make a recommendation to the Board as to approval or denial of the application. If an application is approved, the Board will establish rates and charges that cover, but are not limited to, the cost of waste treatment, taking into account the volume and character of the Non-Domestic Waste and all other waste treated, any special techniques of treatment or operation required for the Non-Domestic Waste, and any administrative expenses incurred by the District. These rates and charges must be at least sufficient to provide an equitable system of cost recovery that is sufficient to produce revenues, in proportion to the percentage of Non-Domestic Waste to be treated relative to the total waste load to be treated by the District, so as to provide for operation and maintenance of the treatment works, for the amortization of the District indebtedness for the cost of its waste collection and treatment system, and for any additional costs necessary to provide adequate waste treatment to meet the waste discharge requirements applicable to the District on a continuing basis.

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

c. If the District's engineer recommends against accepting the Non-Domestic Waste into the District's Wastewater System under any conditions, the District's representative will deny the application.

B. Regulations for Discharge of Industrial Waste. The District's regulations for discharge of industrial waste are attached as **Exhibit "A"** and incorporated into this Order by reference. All discharges to the District's Wastewater System must comply with the terms of such regulations.

C. Application Fee. An applicant that proposes to discharge Non-Domestic Waste into the District's Wastewater System must complete the District's required application and pay the District an application fee of **\$250**. No customer may discharge Non-Domestic Waste into the District's Wastewater System unless the customer has received a permit from the District authorizing such discharge.

D. Permit Fee. Each customer who is issued a permit for disposal of Non-Domestic Waste must pay the District an annual permit fee of **\$500** on or before January 31 of each year.

E. Non-Domestic Waste Surcharge.

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

2. Cost Factors. The cost factors for extra strength wastewater are based on the capital and operating cost of wastewater facilities to provide treatment for the reduction of excessive BOD, COD, and TSS.

3. Computation of Surcharge. For extra strength wastewater having a COD concentration of 2.25 or more times that of the BOD concentration, the surcharge will be based on the COD category in lieu of the BOD category. Computations of surcharges will be based on the following formula:

$$S = V \times 8.34 (A [BOD - 300] + B [TSS - 300])$$

or

$$S = V \times 8.34 (C [COD - 675] + B [TSS - 300])$$

S: Surcharge in dollars that will appear on the customers' monthly bills.

V: Wastewater actually billed in millions of gallons during the billing period.

8.34: Pounds per gallon of water.

A: Unit charge in dollars per pound of BOD.

BOD: BOD strength in mg/l by weight.

300: Normal BOD strength in mg/l by weight.

B: Unit charge in dollars per pound for TSS.

TSS: TSS concentration in mg/l by weight.

300: Normal TSS concentration in mg/l by weight.

C: Unit charge in dollars per pound for COD.

COD: COD strength in mg/l by weight.

675: Normal COD strength in mg/l by weight.

If the strength or concentration for BOD, TSS, or COD is less than the normal strength for that category, no surcharge will be applicable for that category. No credit will be given against the total surcharge if the strength or concentration of any category is less than normal.

4. Current Unit Rates. The unit charges in dollars per pound used to assess the individual surcharges are:

<u>Parameter</u>	<u>Unit Charge Dollars/Pound</u>
BOD	0.4867
COD	0.2255
TSS	0.1049

5. Adjustment of Rates. All flow rates, BOD, COD, and TSS values used in determining the surcharge of Non-Domestic Waste customers will be reevaluated on a periodic basis as determined by the District's representative and adjusted to reflect any increase or decrease in wastewater treatment costs. If there is a major change in any customer's operations which causes changes in values, the values may be increased or decreased based on a study of the changes or actual measurements. Every person discharging wastewater to the District's Wastewater System will be responsible for notifying the District's representative of major changes in its operations affecting the quantity or quality of Non-Domestic Waste discharged. In the absence of such notification, the surcharge applicable to such customer will be based on the data available to the District at the time the surcharge is billed.

F. Prohibited Discharges. If the District determines that there has been a prohibited discharge under the Rules or this Order, the violator will be assessed and required to pay for all reasonable expenses of the District incurred in connection with the violation, the cost of any testing of the waste associated with such violation, and any damage to the District's Wastewater System.

G. Grease Traps. All commercial properties that include a restaurant or other use that involves the on-premises preparation of food for resale, including a commercial kitchen, must have installed a Grease Trap of a size and capacity approved by the District. Any such Grease Trap must be operated and maintained in accordance with all applicable federal, state,

and local regulations and this Order. A commercial customer that owns or occupies property that is required to utilize a Grease Trap must: (1) cause the Grease Trap to be cleaned every two months, or when 50% of the height of the Grease Trap, as measured from the bottom of the Grease Trap to the invert of the outlet pipe, contains grease and solids; (2) completely remove all grease and other residue from the Grease Trap when the Grease Trap is cleaned; (3) cause all grease and other residue removed from the Grease Trap to be properly disposed of by a permitted liquid waste hauler and in accordance with federal, state, and local regulations; (4) file a copy of the manifest confirming the cleaning and disposal with the District; and (5) retain the original manifest on file and make it available for inspection by the District for at least 12 months after the date of each cleaning. The District's representative may establish other requirements for Grease Traps as necessary to protect the District's Wastewater System.

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

VI. Grinder Pump Regulations.

A. Unauthorized Discharge of Wastewater Prohibited. If the District's representative determines that a Grinder Pump is required to serve any residence or building in the District, then no person or entity may discharge wastewater into the plumbing of such residence or building before (i) a Grinder Pump has been installed to serve such residence or building; and (ii) the Grinder Pump and connection of the Grinder Pump to the District's Wastewater System has been inspected and approved. The discharge of wastewater into the plumbing of such residence or building or into a Grinder Pump wet well before the Grinder Pump has been installed and/or before the Grinder Pump and connection of the Grinder Pump to the District's Wastewater System has been inspected and approved is strictly prohibited and will constitute a violation of this Order under Article XVI. Additionally, the discharge of wastewater into the District's drainage system (including any storm sewer in the District) is strictly prohibited and will constitute a violation of this Order under Article XVI. Any person or entity violating this paragraph will be subject to a penalty of **\$5,000** for each violation, and the termination of service to the customer or Builder and to the residence or business until all penalties provided by this paragraph and all related costs incurred by the District have been paid. The District's operator is authorized to immediately impose a penalty on the owner, Builder, or other person or entity with control of the premises where the wastewater originated (the "*Responsible Party*") immediately upon observing or identifying any wastewater discharged other than into an approved wastewater service connection. Each day of violation will constitute a separate offense, and will be subject to an additional penalty. In addition to the penalty authorized above, a Responsible Party will be required to pay all costs of clean-up of the illegally discharged wastewater, as well as any fines or penalties imposed by any other governmental entity with jurisdiction, regardless of whether the penalty is imposed on the District or a third party. Any Builder who violates this paragraph will be subject to the withholding of taps and other District approvals until all penalties and all clean-up costs paid in full. Any penalty imposed under this paragraph may be appealed to the Board. Any such appeal must be submitted in writing to the District's operator within 15 days of the date of imposition of the penalty, and will be scheduled for consideration by the Board at the next regular Board meeting following the date the appeal is received.

B. Grinder Pump Installation. All Grinder Pumps and related control panels must be obtained from a manufacturer or supplier approved by the District, and must be installed by a contractor approved by the District. Installation must be scheduled through and/or coordinated with the District's operator a minimum of 15 business days in advance of the date the installation is required. No modification or repair of any Grinder Pump or control panel may be made by the customer after installation. Any repair, modification, or replacement of a Grinder Pump or control panel must be performed by a contractor approved by the District. No third party may repair, modify, or replace any Grinder Pump within the District without express District authorization to do so.

C. District Grinder Pumps. Each District Grinder Pump and appurtenances must be installed in a wet well constructed by a contractor approved by the District on the lot being served in a location adjacent to the street, in accordance with plans and specifications approved by the District's engineer. Each District Grinder Pump will be owned by the District. Any repair, modification, or replacement of a District Grinder Pump must be performed by a contractor approved by the District.

D. Homeowner Grinder Pumps. If, due to specific home design or topography issues affecting a lot, a Homeowner Grinder Pump is required to serve any residence, such Homeowner Grinder Pump and its installation, maintenance, repair, and replacement must comply with the specifications applicable to District Grinder Pumps, but such Homeowner Grinder Pump will be the a part of the customer's internal plumbing and will be the property of the customer. The installation and any repairs to or replacements of any Homeowner Grinder Pump must be performed by a contractor approved by the District, and will be subject to inspection and approval by the District. All such installations, repairs, and replacements, and the costs thereof, will be the sole responsibility of the customer.

E. Commercial Grinder Pumps. Due to the additional demands placed on a Grinder Pump that handles commercial wastewater, the customer that is responsible for payment of the District's charges for wastewater service to a commercial property that utilizes a Commercial Grinder Pump will also be responsible for the costs of all repairs and replacements of the Commercial Grinder Pump. Each commercial property that is required to have a Grease Trap will be required to pump the grease trap every two months, or more frequently if required by the District's operator.

F. Tie-in to Wet Well. The installation of the residential wastewater service line tie-in to the District Grinder Pump wet well will be the responsibility of the customer. The installation must be in accordance with plans and specifications approved by the District's engineer. Each tie-in will be inspected by the District for compliance with such plans and specifications at time the District Grinder Pump is installed. If the tie-in is not in compliance with such plans and specifications, the tie-in will be required to be corrected and re-inspected before the District Grinder Pump will be installed and service is initiated. Any additional charges by the District due to non-compliance with such plans and specifications will be the responsibility of the customer.

G. District Grinder Pump Control Panel. Each customer must designate a permanent location on his or her residence for the installation of a control panel for the District Grinder Pump. The location must be on the outside of the residence and visible from the customer's District Grinder Pump location at the street. A fuseable disconnect at the designated District Grinder Pump control panel location is required. No landscaping, fencing, or other improvements that would obstruct the visibility of a control panel will be permitted. **In the**

event of a visual (warning light) or audible alarm at the control panel, the customer must immediately notify the District's operator.

H. Customer Remote Grinder Pump Control Panel Monitor. If a remote grinder pump control panel monitor is required in addition to the standard District Grinder Pump control panel required by Subsection G above, that remote grinder pump control panel monitor will be deemed a part of the customer's internal plumbing and all costs of the remote grinder pump monitor must be borne by the customer, including the cost of the initial installation and all costs of repair or replacement of the monitor. The District will not repair or replace any remote grinder pump monitor, and all repairs and maintenance must be handled by the customer's plumber or other qualified contractor.

VII. Development Policies.

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

B. Subdivision Construction Inspection.

1. The District's subdivision construction inspection fees are as follows:
 - a. Total construction cost between **\$0** and **\$100,000**: 4.5% of total construction cost;
 - b. Total construction cost between **\$100,001** and **\$500,000**: 2.75% of total construction cost;
 - c. Total construction cost between **\$500,001** and **\$1,000,000**: 2.25% of total construction cost;
 - d. Total construction cost between **\$1,000,001** and **\$5,000,000**: 1.75% of total construction cost; and
 - e. Total construction cost over **\$5,000,001**: 1.5% of total construction cost.
2. Materials testing will be performed by the District, at the cost of the developer. Copies of all test results will be provided to the developer.
3. No connections to the District's Systems may be made unless all applicable subdivision construction inspections have occurred and all related inspection fees and materials testing fees have been paid.

C. Development and Utility Construction Agreements. Applicants who desire to obtain a service commitment, a utility construction agreement, a reimbursement agreement, or

other type of development agreement with the District must pay all legal, engineering, and/or management fees incurred by the District in negotiation of these agreements. No agreement will be executed by the District or become effective until these fees are paid.

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

1. All service commitments issued by the District will be subject to (i) completion of all necessary facilities; (ii) payment of all applicable fees; (iii) all of the terms and conditions of and performance under all of the District's contracts and agreements pertaining to or affecting the District's wastewater and Reclaimed Water services, including but not limited to those with HM Highpointe Development, Inc., the PUA, the Parten Ranch Developer (including, without limitation, HM Parten Ranch LP and HM Parten Ranch Development, Inc.), and SHMUD; and (iv) the policies and procedures of the District, including the Rules.

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

3. The applicant must also submit:

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

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

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

4. The Board may approve a service commitment if:

a. All application requirements have been satisfied;

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

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

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

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

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

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

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

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

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

VIII. District Approvals; Escrow for Expenses.

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

IX. Service Rates.

A. Monthly In-District Wastewater Rates. The District's monthly in-District wastewater rates are as follows:

1. Base Rate: **\$30** per FUE, which does not include any wastewater service
2. Gallage Charge: **\$4.50** per 1,000 gallons

B. Dripping Springs ISD Wastewater Rates.

1. Minimum Monthly Charge: **\$6,700**, which does not include any wastewater service

2. Gallage Charge: **\$10.84** per 1,000 gallons

3. All costs of installation, repair, maintenance, and/or replacement of the wastewater line, meter, lift station, generator, and appurtenant facilities required for service to the Dripping Springs ISD Property will be charged to Dripping Springs ISD and will be due and payable upon demand.

C. Shops at Highpointe Property Wastewater Rates. To be determined. All costs of installation, repair, maintenance, and/or replacement of the wastewater line, meter, lift station, generator, and appurtenant facilities required for service to the Shops at Highpointe Property will be charged to the owner of the Shops at Highpointe Property and will be due and payable upon demand.

D. Parten Ranch Development Monthly Out-of-District Wholesale Wastewater Rates. The rates, charges, and fees for out-of-District wholesale wastewater service to the Parten Ranch Development and SHMUD pursuant to the Parten Ranch Agreement, are as follows:

1. Minimum Monthly Charge: **\$600**, which does not include any wastewater service

2. Gallage Charge: **\$4.71** per 1,000 gallons

3. All costs of installation, repair, maintenance, and/or replacement of the wastewater lines, meter, wastewater effluent irrigation disposal facilities, and appurtenant facilities required for service to the Parten Ranch Development will be charged to SHMUD and will be due and payable upon demand.

E. Other Out-of-District Wastewater Rates. To be determined.

F. In-District Reclaimed Water Rates.

1. Minimum Monthly Charge: **\$104**, which does not include any Reclaimed Water Service

2. Gallonge Charge: The volume charge for Reclaimed Water Service up to the maximum quantity permitted under a contract with the District will be **\$2.10** per 1,000 gallons.

3. All costs of installation, repair, maintenance, and/or replacement of the Reclaimed Water line, meter, and appurtenant facilities required for Reclaimed Water Service will be charged to customer and will be due and payable upon demand.

G. Parten Ranch Development Out-of-District Reclaimed Water Rates. The rates, charges, and fees for out-of-District Reclaimed Water Service to the Parten Ranch Development and SHMUD are as follows:

1. Minimum Monthly Charge: **\$112**, which does not include any Reclaimed Water Service

2. Gallonge Charge: The volume charge for Reclaimed Water Service up to the maximum quantity permitted under a contract with the District will be **\$2.30** per 1,000 gallons.

3. All costs of installation, repair, maintenance, and/or replacement of the Reclaimed Water line, meter, and appurtenant facilities required for Reclaimed Water Service will be charged to customer and will be due and payable upon demand.

H. Calculation of Wastewater Charges.

1. Residential Connections. Bills for wastewater service to residential connections will be computed: (i) on the basis of the average amount of water used by the customer during the winter season, as determined by the average of the lowest two monthly readings of the customer's water meter for the preceding winter-averaging period; or (ii) on the basis of the customer's current monthly water bill, whichever is less; however, any residential customer who did not have an approved wastewater connection during the prior winter-averaging period will not be entitled to use the winter averaging method and will be billed on the basis of: (A) the customer's current monthly water usage; or (B) on the basis of 8,000 gallons of water usage per FUE per month (based on the conversion table contained in Article I), whichever is less.

2. Adjustments to Winter Average for Residential Connections. The Board may, but will not be obligated to, make an adjustment to the winter average for a residential connection recommended by the District's representative based upon the District's representative's review of the customer account and determination that the

customer's established winter average is not representative of the customer's actual wastewater usage due to an extraordinary situation or unusual circumstance. Additionally, if a residential customer experiences a water leak during the winter-averaging period, the customer may submit a written leak adjustment request to the District detailing the circumstances of the leak. All requests must be accompanied by a copy of all invoices and documentation evidencing the leak and confirming that the leak has been repaired. Upon receipt of a complete request, the District's representative may establish an alternative winter-averaging period for such residential customer based upon the customer's prior history, as determined by the District's representative.

3. Commercial Connections. Bills for wastewater service to commercial connections, other than to Dripping Springs ISD, will be computed: (i) on the basis of the average of the monthly readings of the customer's water meter during the winter-averaging period; or (ii) on the basis of the customer's current monthly water bill, whichever is less; however, if a commercial customer did not have an approved wastewater connection during the prior winter-averaging period, the customer's monthly wastewater charges will, at the District's option: (A) be calculated based upon the customer's current monthly water usage; or (B) be calculated by measuring actual sewage volume, on a basis acceptable to the District, at the expense of the customer.

4. Dripping Springs ISD Connections. Bills for wastewater service to Dripping Springs ISD will be computed on the basis of Dripping Springs ISD's current monthly water bill.

5. Parten Ranch Connection and Meter. Bills for out-of-District wholesale wastewater service to the Parten Ranch Development and SHMUD will be calculated by measuring actual sewage volume monthly based on monthly readings of the meter to be installed at the location at which all wastewater will pass from the facilities of SHMUD to be constructed for collection and transportation of wastewater from SHMUD's retail wastewater customers into the District's Wastewater System.

6. Irrigation Meters. No wastewater charges will be assessed for water utilized through a dedicated irrigation meter approved by the District.

I. Calculation of Reclaimed Water Charges. Bills for Reclaimed Water Service will be computed on the basis of the amount of Reclaimed Water that passes through the meter at each connection.

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

X. Rendering and Form of Bills.

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

B. Information to be Included on the Bill. The customer's bill will show the total amount due for service and any surcharge, the due date of the bill, the total amount due as penalty for nonpayment within a designated period, and the local telephone number or toll free

number where the District's representative can be reached. If the due date falls on a Saturday, Sunday, or legal holiday on which banks are required to close in the State of Texas, the applicable period will be extended to the next business day.

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

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

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

F. Disputed Bills.

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

2. Notwithstanding any other provision of this Order, a customer is not required to pay the disputed portion of a bill that exceeds the amount of that customer's average monthly usage at current rates (an "Average Bill") pending the resolution of the dispute. For purposes of this section only, the customer's average monthly usage at current rates is the average of the customer's gross wastewater usage for the preceding 12-month period. If no previous usage history exists, consumption for purposes of calculating the average monthly usage will be estimated on the basis of usage levels of similar customers under similar conditions.

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

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

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

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

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

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

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

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

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

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

D. Water Wells. Water wells may not be connected to the District's Wastewater System.

E. Protection of District Facilities and Property. The District's drainage and water quality systems, including, without limitation, all drainage easements, channels, storm sewer facilities, ponds, and all other facilities owned, maintained, or controlled by the District for the purpose of collecting, controlling, storing, managing, or distributing storm and flood waters or run-off, will be protected from abuse, in order to assure the proper functioning of all such facilities for the benefit of all property owners and residents of the District. It is a violation of the Rules to place, deposit, or discharge, or cause to be placed, deposited, or discharged, any foreign materials or debris (including, but not limited to, motor oil, grass or tree clippings, or

construction debris) on or into any District property (including, without limitation, the District's drainage systems). Prior to construction of any improvements within the District, proper erosion control must be installed. These devices must be maintained in place during construction and, upon completion of construction, all construction debris and rubbish must be removed from the construction site, and any damage to the District's easements or facilities must be repaired at the expense of the Builder or property owner constructing the improvements. Any person or entity that violates the terms of this section will be subject to a penalty in the amount of **\$500** per violation, and will also be liable for all attorneys' fees incurred by the District and costs of court. The District may add the amount of any penalties or costs imposed by this section to the customer's utility bill, or the District may deduct the amount of any penalties or costs imposed as a result of a violation of this section from a customer's security deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount.

XII. Disconnection and Reconnection of Service.

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

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

XIII. Termination of Service.

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

1. within 30 days from the date of the issuance of a delinquent bill, the customer has neither (a) paid the delinquent bill and all other past-due bills from the District, nor (b) entered into a written deferred payment plan and made all payments required under the plan;
2. the customer has failed to comply with the terms of a deferred payment plan;

3. the customer has paid by a check which has been rejected for insufficient funds, closed account, or for which a stop payment order has been issued;

4. violation of the Rules pertaining to the use of service in a manner that interferes with the service of others or the operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation; or

5. failure to comply with deposit arrangements as required by Article IV of this Order.

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

B. Termination of Water Service by PUA for Non-Payment of Charges for District Wastewater Services. In accordance with the terms of the “Contract for Billing and Disconnection of Retail Water Services” between the District and the PUA, water service to a District customer who fails to pay wastewater charges due to the District will be disconnected following notice of termination given in compliance with this Order.

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

D. Notice of Termination of Service.

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

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

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

E. Customer Appeal Procedures.

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

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

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

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

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

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

J. Suspension or Discontinuation of Reclaimed Water Service. The District's right in and to Reclaimed Water is superior to that of any other Reclaimed Water User. The District may suspend or discontinue any Reclaimed Water Service agreement as necessary as reasonably determined by the District.

K. Late Fees and Disconnections During an Extreme Weather Emergency for Nonpayment.

1. Notwithstanding any other provision of this Order, the District may not impose a late fee on, or disconnect the retail water or sewer service of, an Affected Customer for nonpayment of a bill that is due during an Extreme Weather Emergency until after the Extreme Weather Emergency is over. An "Affected Customer" is a customer that receives retail water or sewer service from the District in an area experiencing an Extreme Weather Emergency and has a bill due during the Extreme Weather Emergency. An "Extreme Weather Emergency" is a period beginning when the previous day's highest temperature in an area did not exceed 28 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for that area. An Extreme Weather Emergency is over on the second business day that the temperature exceeds 28 degrees Fahrenheit.

2. An Affected Customer may request to establish a Payment Schedule for unpaid bills that are due during an Extreme Weather Emergency. A "Payment Schedule" is an agreement between the District and an Affected Customer that allows the Affected Customer to pay, in one or more installments, an unpaid bill due during an Extreme Weather Emergency after its due date. If the District receives a request to establish a Payment Schedule within 30 days from the date the Extreme Weather Emergency ends (a "Timely Request"), it must offer the requesting Affected Customer a Payment Schedule and a deadline for accepting the Payment Schedule (the "Acceptance Deadline"). A Payment Schedule may be established in person, by telephone, or online, but all payment schedules must be reduced to writing and provided to the Affected Customer. A Payment Schedule offered may (i) include a finance charge, conspicuously stated on the Payment Schedule, for late fees on the Payment Schedule not to exceed an annual rate of 10 percent simple interest; and (ii) require payment in one or more installments. A Payment Schedule offered must (i) be written in plain language in English and, if requested, Spanish; (ii) identify the total amount due, and, if payment is to be made in multiple installments, the number of installments and the amount of each installment; (iii) identify the deadline for payment, or if payment is to be made in multiple installments, the deadline for each installment; (iv) identify the dates the Extreme Weather Emergency occurred, and the due dates and amounts owed of any bills that were due during the Extreme Weather Emergency; and (v) include a statement, in a clear and conspicuous type, that states "If you are not satisfied with this agreement, or if the agreement was made by telephone and you feel this does not reflect your understanding of that agreement, contact Crossroads Utility Services at (512) 246-1400."

3. The District may not disconnect retail water or sewer service for nonpayment of bills due during an Extreme Weather Emergency of an Affected Customer that has made a Timely Request for a Payment Schedule until after the Payment Schedule has been offered and the Affected Customer has either declined to accept the Payment Schedule by the Acceptance Deadline or violated the terms of the Payment Schedule. Any preexisting disconnection notices issued to an Affected Customer for nonpayment of a bill due during an Extreme Weather Emergency are suspended upon the Timely Request for a Payment Schedule. If the Affected Customer does not accept the offered Payment Schedule by the Acceptance Deadline or violates the terms of the Payment Schedule, any suspended disconnection notices are reinstated, and the District may renegotiate the terms of the Payment Schedule or

disconnect service on or after the disconnection date listed on the disconnection notice. If the Affected Customer does not accept the offered Payment Schedule by the Acceptance Deadline or violates the terms of the Payment Schedule and there is not a preexisting disconnection notice, the District must issue a disconnection notice under 16 TAC § 24.167 (related to Discontinuance of Service) prior to disconnecting the water or sewer service of the Affected Customer.

XIV. Continuity of Service.

A. Service Interruptions.

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

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

3. In the event of a national emergency or local disaster resulting in disruption of service, the District may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

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

XV. Customer Service Agreement; Plumbing Regulations; Customer Service Inspections.

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

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

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

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

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

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

4. No pipe or pipe fitting that contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

5. No solder or flux that contains more than 0.2% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

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

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

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

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

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

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

E. Customer Service Inspections.

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

a. before the District begins providing continuous and adequate service to new construction;

b. when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist on any existing service; or

c. after any material improvement, correction or addition to any existing private plumbing facilities.

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

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

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

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

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

XVI. Enforcement; Penalties.

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

B. Penalties.

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

2. Violation of this Order will result in the offending party being subject to the payment of a fine in an amount per violation that does not exceed the jurisdiction of the justice court, as provided by Section 27.031, Texas Government Code, which penalty will be established by the Board. In addition, the offending party will be liable to the District for all costs incurred by the District in connection with any repairs or corrections necessitated by the violation and, if any violation results in a penalty being assessed against the District by any governmental entity or regulatory authority with jurisdiction, the offending party will be

responsible for the full amount of such penalty, together with all costs incurred by the District in connection with the violation and penalty in question. If the District prevails in any suit to enforce the provisions of this Order, the District may additionally recover its reasonable attorneys' fees, expert witness fees and other costs incurred by the District before the court.

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

XVIII. Counterparts. This Order may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile or other electronic copy of a signature, and a counterpart transmitted electronically (e.g., by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

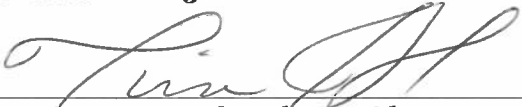
XIX. Exhibits. The following exhibits are attached to and incorporated in this Order by reference:

- Exhibit "A"** – Industrial Waste Regulations
- Exhibit "B"** – Customer Service Inspection Certification
- Exhibit "C"** – Parten Ranch Development
- Exhibit "D"** – Agreement Concerning District Grinder Pump System

Adopted and effective as of the 22nd day of May, 2023.



**HAYS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 5**

By: 
Tira Jones Holcomb, President
Board of Directors

ATTEST:


Linda Hubble, Secretary
Board of Directors

EXHIBIT “A”

INDUSTRIAL WASTE REGULATIONS

[See attached.]

EXHIBIT "B"

CUSTOMER SERVICE INSPECTION CERTIFICATION

Name of PWS: _____

PWS I.D. #: _____

Location of Service: _____

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

	Compliance	Non-Compliance
1. No direct connection between the public water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>
2. No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>
3. No connection exists which would allow the return of water used for condensing, cooling, or industrial processes back to the public water supply.	<input type="checkbox"/>	<input type="checkbox"/>
4. No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.	<input type="checkbox"/>	<input type="checkbox"/>
5. Plumbing installed after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.	<input type="checkbox"/>	<input type="checkbox"/>
6. No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Service Lines: Lead ☐ Copper ☐ PVC ☐ Other ☐

Solder: Lead ☐ Lead Free ☐ Solvent Weld ☐ Other ☐

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

Signature of Inspector

Registration Number

Title

Type of Registration

Date

License Expiration Date

EXHIBIT "C"

PARTEN RANCH DEVELOPMENT

In Re: 461.825 Acres
Being all of the residue of a called
476.834 Acre tract
Lamar Moore Survey
Abstract No. 323
Seaborn J. Whitley Survey
Abstract No. 18
Hays County, Texas



All that certain tract or parcel of land situated in Hays County, Texas, being out of the Lamar Moore Survey, Abstract No. 323, Seaborn J. Whitley Survey, Abstract No. 18, being all of Lots 1-17, Block E of the Oakridge Park, Section 1, At Kinnicnik recorded in Volume 182, Page 004 of the Deed Records of Hays County, Texas, all of Lots 1-5, Block F, All of Lots 2-6, Block G of Oakridge Park, Section 2 at Kinnicnik and Resubdivision of a Portion of Oakridge Park Section 1, at Kinnicnik recorded in Volume 189, Page 441 of the Deed Records of Hays County, Texas, all of Lot 4, Block K, and all of Lots 1-3, Block M of the Oakridge Park, Section 3, At Kinnicnik recorded in Volume 192, Page 392 of the Deed Records of Hays County, Texas and all of Lots 1-4 of Oakridge Park, Section 4 at Kinnicnik recorded in Volume 1, Page 005 of the Plat Records of Hays County, Texas, all of which being contained within all of the residue of a called 476.834 Acre tract (Parcel 1) (Undivided $\frac{1}{2}$ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased to Bill R. Hall, Trustee of the Martha J. Parten Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 669 of the Official Records of Hays County, Texas and all of the residue of a called 476.834 Acre tract (Parcel 1) (Undivided $\frac{1}{2}$ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr. to Bill R. Hall, Trustee of the B. L. Parten, Jr. Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 683 of the said Official Records of Hays County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 1/2" iron rod on the common line between the said Moore Survey and the James B. Pier Survey, A-362, at an interior ell corner of a called 117.74 Acre tract conveyed to Pulte Homes of Texas, LP in Volume 2684, Page 084, for the common northwest corner of the said 476.834 Acre residue tract and of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said 117.74 Acre tract, a called 38.50 Acre tract (Tract 2) conveyed to Linda A. Fluke in Volume 317, Page 167, the residue of a called 210.23 Acre tract conveyed to Thomas J. Wissemann DBA Wise Enterprises in Volume 1041, Page 376 and Lot 18 of the Whispering Oaks Subdivision - Phase II respectively for the following courses and distances:

N 87°37'59" E - 2882.77 feet to a found 1/2" iron rod on the west line of the said 210.32 Acre residue tract, the southeast corner of the said 38.50 Acre tract, for an exterior ell corner of this tract;

S 01°52'51" E - 197.53 feet to a found 5/8" iron rod at the southwest corner of the said 210.23 Acre Residue Tract, for an interior ell corner of this tract;

N 87°26'31" E - 1807.17 feet to a found 3/4" iron pipe at the northwest corner of a 10.21 Acre tract conveyed to Wayne Hardin, et ux in Volume 300, Page 580, for the common northeast corner of the said 476.834 Acre residue tract and of this tract;

THENCE along the common line between the said 476.834 Acre residue tract, the east line of the said Block E (Lots 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3 and 2 respectively) of the said Oakridge Park Section 1 and the said 10.21 Acre tract and the west Right-of-Way line of a public roadway dedicated by plat of the said Oakridge Park, Section 1, at Kinnicnik and the west Right-of-Way line of Kinnicnik Loop (County Road), respectively for the following courses and distances:

S 03°01'25" E - 730.94 feet to a set 5/8" iron rod at the northeast corner of the said Lot 17, Block E, for an interior ell corner of this tract;

S 03°02'35" E - 2403.51 feet to a found 3/4" iron pipe for an exterior ell corner of this tract;

S 02°56'02" E - 650.74 feet to a found 3/4" iron pipe at the intersection of the said Kinnicnik Loop and a Public Roadway (Not Open) Dedicated by the plat of the said Oakridge Park, Section 1 at Kinnicnik, at the common southeast corner of the said Lot 2 and Block E, for the most northerly southeast corner of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said Public Roadway of the said Oakridge Park, Section 1 for the following courses and distances:

N 23°02'02" W - 167.43 feet to a point for an exterior ell corner of this tract;
Along the arc of a curve to the right having a delta angle of 13°35'00", an arc distance of 110.27 feet, a radius of 465.13 feet, and a chord of N 16°14'32" W - 110.01 feet to a point for an exterior ell corner of this tract;
N 09°27'02" W - 167.34 feet to a point for an interior ell corner of this tract;
Along the arc of a curve to the left having a delta angle of 34°26'00", an arc distance of 120.38 feet, a radius of 200.30 feet, and a chord of N 26°40'02" W - 118.57 feet to a point for an interior ell corner of this tract;
N 43°53'02" W - 133.87 feet to a point for an interior ell corner of this tract;
Along the arc of a curve to the left having a delta angle of 22°48'00", an arc distance of 90.78 feet, a radius of 228.13 feet, and a chord of N 55°17'02" W - 90.18 feet to a point for an interior ell corner of this tract;
N 66°41'02" W - 105.21 feet to a point for an interior ell corner of this tract;
Along the arc of a curve to the left having a delta angle of 30°35'04", an arc distance of 163.91 feet, a radius of 307.06 feet, and a chord of N 81°58'02" W - 161.97 feet to a point for an interior ell corner of this tract;
Along the arc of a curve to the left having a delta angle of 42°11'07", an arc distance of 185.49 feet, a radius of 251.93 feet, and a chord of S 61°38'31" W - 181.33 feet to a point for an interior ell corner of this tract;
S 40°32'58" W - 73.93 feet to a point for an exterior ell corner of this tract;
Along the arc of a curve to the right having a delta angle of 38°13'59", an arc distance of 130.51 feet, a radius of 195.58 feet, and a chord of S 59°39'58" W - 128.10 feet to a point for an exterior ell corner of this tract;
Along the arc of a curve to the right having a delta angle of 34°06'00", an arc distance of 70.19 feet, a radius of 117.93 feet, and a chord of N 84°10'02" W - 69.16 feet to a point for an exterior ell corner of this tract;
N 67°07'02" W - 83.65 feet to a set 5/8" iron rod for an exterior ell corner of this tract;
S 36°38'36" W - 60.63 feet to a set 5/8" iron rod at the southeast corner of the said Lot 4, Block G, the northeast corner of the said Lot 3, Block G, for an interior ell corner of this tract;
S 14°38'02" E - 444.08 feet to a found 1/2" iron pipe at the southeast corner of the said Lot 2, Block G, the northeast corner of Lot 1, Block G of the said Oakridge Park, Section 1, At Kinniciniuk, for an exterior ell corner of this tract;

THENCE S 75°20'10" W - 225.19 feet along the common line between the said 476.834 Acre residue tract (Lot 2, Block G) and the said Lot 1, Block G to a found 1/2" iron pipe at the southwest corner of the said Lot 2, Block G, northwest corner of the said Lot 1, Block G, for an interior ell corner of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said Lot 1, Block G and the said Lots 1-3, Block K of the said Oakridge Park, Section 3, at Kinniciniuk respectively for the following courses and distances:

S 15°14'29" E - 639.66 feet to a found 1/2" iron pipe for an exterior ell corner of this tract;
S 01°29'41" W - 155.22 feet to a found 3/4" iron pipe at the southwest corner of the said Lot 3, Block K, at the northwest corner of the said Lot 4, Block K, for an interior ell corner of this tract;

THENCE S 85°17'22" E - 215.82 feet along the common line between the said Lot 3, Block K and the said 476.834 Acre tract (Lot 4, Block K) to a found 1/2" iron pipe on the west line of the said Public Roadway, at the southeast corner of the said Lot 3, Block K, the northeast corner of the said Lot 4, Block K, for an exterior ell corner of this tract;

THENCE along the common line between the said Public Roadway and the said Lot 4, Block K, the said 476.834 Acre tract and the said Lots 1-3, Block M of the said Oakridge Park, Section 3, at Kinniciniuk respectively for the following courses and distances:

S 01°42'21" E - 126.85 feet to a set 5/8" iron rod for an exterior ell corner of this tract;
S 32°47'27" W - 50.16 feet to a set 5/8" iron rod for an interior ell corner of this tract;
S 54°39'52" E - 280.08 feet to a point for an interior ell corner of this tract
S 55°04'51" E - 350.21 feet to a found 1" iron pipe for an exterior ell corner of this tract;

S 35°09'04" E - 35.77 feet to a found "X" cut in concrete on the north Right-of-Way line of F.M. Highway No. 1826, at the southeast corner of the said Lot 3, Block M, for the most southerly southeast corner of this tract;

THENCE S 58°11'07" W - 478.47 feet along the common line between the said F.M. Highway 1826 and the said 476.834 Acre residue tract to a set 5/8" iron rod at the southeast corner of a Public Roadway dedicated by Plat of the said Oakridge Park, Section 4 at Kinnickinik, for an exterior ell corner of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said Public Roadway for the following courses and distances:

N 42°29'22" W - 309.43 feet to a found 1/2" iron pipe for an interior ell corner of this tract;

S 56°06'32" W - 60.68 feet to a found 1/2" iron pipe for an interior ell corner of this tract;

S 42°29'22" E - 307.20 feet to a set 5/8" iron rod on the said north Right-of-Way line of F.M. Highway 1826, at the southwest corner of the said Public Roadway, for an exterior ell corner of this tract;

THENCE S 68°26'57" W - 187.65 feet continuing along the said common line between F.M. Highway 1826 and the said 476.834 Acre residue tract to a set 5/8" iron rod at the intersection of the east line of the Driftwood Firehouse Subdivision recorded in Volume 11, Page 46 of the said Plat Records of Hays County, Texas conveyed to the Driftwood Volunteer Fire Department in Volume 2192, Page 757 and the said north Right-of-Way line of F.M. Highway No. 1826, for an exterior ell corner of this tract;

THENCE entering the said 476.834 Acre residue tract, along the east, north and west lines of the said Driftwood Firehouse Subdivision respectively for the following courses and distances:

N 08°10'51" W - 225.06 feet to a found 5/8" iron rod for an interior ell corner of this tract;

S 81°53'09" W - 330.28 feet to a found 5/8" iron rod for an interior ell corner of this tract;

S 04°17'06" W - 305.81 feet to a found 8" cedar fence corner post at the intersection of the said west line of the Driftwood Firehouse Subdivision and the said north Right-of-Way line of F.M. Highway 1826, for an exterior ell corner of this tract;

THENCE along the common line between the said 476.834 Acre tract and the said F.M. Highway 1826 for the following courses and distances:

S 81°55'36" W - 7.47 feet to a found 5/8" iron rod for an interior ell corner of this tract;

Along the arc of a curve to the left having a delta angle of 21°55'00", an arc distance of 563.22 feet, a radius of 1472.40 feet, and a chord of S 70°58'07" W - 559.79 feet to a set 5/8" iron rod for an interior ell corner of this tract;

S 59°59'47" W - 4.20 feet to a set 5/8" iron rod on the east Right-of-Way line of Green Hills Loop (County Road), for the common most easterly southwest corner of the said 476.834 Acre residue tract and of this tract;

THENCE N 12°49'23" W - 209.45 feet along the west line of the said 476.834 Acre residue tract, crossing the said Green Hills Loop to a set 5/8" iron rod for an exterior ell corner of this tract;

THENCE N 09°21'14" W - 235.00 feet continuing along the said west line of the said 476.834 Acre residue tract, re-crossing the said Green Hills Loop to a set 5/8" iron rod on the fenced north Right-of-Way line of Green hills Loop, for an interior ell corner of this tract;

THENCE N 61°53'23" W - 70.66 feet along the common line between the said 476.834 Acre residue tract and the said Green Hills Loop to a set 5/8" iron rod at the southeast corner of the said 60.3 Acre tract conveyed to Harold Gene Patterson in Volume 261, Page 010, for an exterior ell corner of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said 60.3 Acre tract for the following courses and distances:

N 24°54'08" W - 1527.81 feet to a found 5/8" iron rod for an interior ell corner of this tract;

S 68°47'57" W - 2093.81 feet to a found 3/4" iron pipe at the southeast corner of Fieldstone (Subdivision) as shown in Volume 2, Page 213 of the said Plat Records for the common most westerly southwest corner of the said 476.834 Acre tract and of this tract;

THENCE along the common line between the said 476.834 Acre residue tract and the said Fieldstone for the following courses and distances:

N 38°04'03" E - 256.98 feet to a found 3/4" iron pipe for an interior ell corner of this tract;
N 01°23'42" W - 2425.63 feet to a found 1" iron pipe for an interior ell corner of this tract;
N 69°17'14" W - 313.03 feet to a set 5/8" iron rod on the common line between the said Moore Survey and the Fanny D. Darden Survey, A-664, for an exterior ell corner of this tract;

THENCE N 2°09'00" W - 1906.25 feet along the common line between the said Moore Survey and the said Darden and Pier Surveys respectively, the common line between the said 476.834 Acre residue tract and the said Fieldstone and the said 117.74 Acre tract to the **POINT OF BEGINNING** containing within these metes and bounds 461.825 Acres of land of which 0.255 Acres lies within the said Green Hills Loop.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 3rd day of July, 2007.


Bradley L. Lipscomb RPLS



In Re: 6.522 Acres
Being all of a 6.522 Acre tract
Seaborn J. Whatley Survey
Abstract No. 18
Hays County, Texas



All that certain tract or parcel of land situated in Hays County, Texas, being out of the Seaborn J. Whatley Survey, Abstract No. 18, being all of Lots 1, 2 and 3 Block A of Oakridge Park, Section 1, At Kinnicinik recorded in Volume 182, Page 004 of the Deed Records of Hays County, Texas, all of which being contained within a 6.522 Acre tract (Parcel 4) (Undivided $\frac{1}{2}$ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased to Bill R. Hall, Trustee of the Martha J. Parten Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 669 of the Official Records of Hays County, Texas and all of a 6.522 Acre tract (Parcel 4) (Undivided $\frac{1}{2}$ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr. to Bill R. Hall, Trustee of the B. L. Parten, Jr. Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 683 of the said Official Records of Hays County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a set 5/8" iron rod at the intersection of the south Right-of-Way line of a public roadway dedicated by the said plat and the east Right-of-Way line of Kinnicinik Loop (County Road), for the common northwest corner of the said Lot 3, Block A, the said 6.522 Acre tract and of this tract;

THENCE N 87° 27'38" E - 278.70 feet along the common line between the said public roadway and the said Lot 3, Block A (the said 6.522 Acre tract) to a set 5/8" iron rod on the west line of Lot 3 of the Fox Run Estates, at the southeast corner of the said Public Roadway, for the common northeast corner of the said Lot 3, Block A, the 6.522 Acre tract and of this tract;

THENCE S 02° 02'10" E - 899.99 feet along the common line between the said Lots 3, 2 and 1 respectively of the Fox Run Estates and the said Lots 3, 2 and 1 respectively of the said Block A (the said 6.522 Acre tract) to a found 3/4" iron pipe on the north Right-of-Way line of F.M. Highway 1826, at the southwest corner of the said Lot 1 of the Fox Run Estates, for the common southeast corner of the said Lot 1, Block A, the 6.522 Acre tract and of this tract;

THENCE S 47° 11'37" W - 368.27 feet along the common line between the said F.M. Highway 1826 and the said Lot 1, Block A (the said 6.522 Acre tract) to a point at the most easterly southeast corner of the said Kinnicinik Loop, for the common southwest corner of the said Lot 1, Block A, the 6.522 Acre tract and of this tract from which a found 1/2" iron rod for reference bears: N 47° 11'37" E - 1.64 feet;

THENCE N 02° 01'31" W - 1138.04 feet along the common line between the said Lots 1-3, Block A (the said 6.522 Acre tract) respectively and the said Kinnicinik Loop to the **POINT OF BEGINNING** containing within these metes and bounds 6.522 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 3rd day of July, 2007.

Bradley L. Lipscomb RPLS



In Re: 11.686 Acres
Being all of a 11.686 Acre tract
Lamar Moore Survey
Abstract No. 323
Seaborn J. Whatley Survey
Abstract No. 18
Hays County, Texas



All that certain tract or parcel of land situated in Hays County, Texas, being out of the Lamar Moore Survey, Abstract No. 323, Seaborn J. Whatley Survey, Abstract No. 18, being all of Lots 1-9, Block H of Oakridge Park, Section 2, at Kinnicnik and Resubdivision of a Portion of Oakridge Park, Section 1, at Kinnicnik recorded in Volume 189, Page 441 of the Deed Records of Hays County, Texas, all of which being contained within an 11.686 Acre tract (Parcel 2) (Undivided $\frac{1}{2}$ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased to Bill R. Hall, Trustee of the Martha J. Parten Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 669 of the Official Records of Hays County, Texas and all of an 11.686 Acre tract (Parcel 2) (Undivided $\frac{1}{2}$ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr. to Bill R. Hall, Trustee of the B. L. Parten, Jr. Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 683 of the said Official Records of Hays County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found $\frac{1}{4}$ " iron pipe at an interior ell corner of a Public Roadway dedicated by the said plat, at the common northwest corner of the said Lot 5, the said Block H, the said 11.686 Acre tract and of this tract;

THENCE along the common line between the said Public Roadway and the said Block H, the said 11.686 Acre tract for the following courses and distances:

S $67^{\circ}07'02''$ E - 34.33 feet to a point for an interior ell corner of this tract;

Along the arc of a curve to the left having a delta angle of $34^{\circ}06'00''$, an arc distance of 105.90 feet, a radius of 177.93 feet, and a chord of S $84^{\circ}10'02''$ E - 104.34 feet to a point for an interior ell corner of this tract;

Along the arc of a curve to the left having a delta angle of $38^{\circ}13'59''$, an arc distance of 170.55 feet, a radius of 255.58 feet, and a chord of N $59^{\circ}39'58''$ E - 167.40 feet to a point for an interior ell corner of this tract;

N $40^{\circ}32'58''$ E - 73.93 feet to a point for an exterior ell corner of this tract;

Along the arc of a curve to the right having a delta angle of $42^{\circ}11'00''$, an arc distance of 141.31 feet, a radius of 191.93 feet, and a chord of N $61^{\circ}38'28''$ E - 138.14 feet to a point for an exterior ell corner of this tract;

Along the arc of a curve to the right having a delta angle of $30^{\circ}35'04''$, an arc distance of 131.88 feet, a radius of 247.06 feet, and a chord of S $81^{\circ}58'02''$ E - 130.32 feet to a point for an exterior ell corner of this tract;

S $66^{\circ}41'02''$ E - 105.22 feet to a point for an exterior ell corner of this tract;

Along the arc of a curve to the right having a delta angle of $22^{\circ}48'00''$, an arc distance of 66.90 feet, a radius of 168.13 feet, and a chord of S $55^{\circ}17'02''$ E - 66.46 feet to a point for an exterior ell corner of this tract;

S $43^{\circ}53'02''$ E - 133.87 feet to a point for an exterior ell corner of this tract;

Along the arc of a curve to the right having a delta angle of $34^{\circ}26'00''$, an arc distance of 84.32 feet, a radius of 140.30 feet, and a chord of S $26^{\circ}40'02''$ E - 83.05 feet to a point for an exterior ell corner of this tract;

S $9^{\circ}27'02''$ E - 167.34 feet to a point for an interior ell corner of this tract;

Along the arc of a curve to the left having a delta angle of $13^{\circ}35'00''$, an arc distance of 124.49 feet, a radius of 525.13 feet, and a chord of S $16^{\circ}14'32''$ E - 124.20 feet to a point for an interior ell corner of this tract;

S $23^{\circ}02'02''$ E - 331.39 feet to a found $\frac{1}{2}$ " iron pipe at the intersection of the south Right-of-Way line of the said Public Roadway and the west Right-of-Way line of Kinnicnik Loop (County Road), for the common northeast corner of the said Lot 9, Block H, the said 11.686 Acre tract and of this tract;

THENCE S $02^{\circ}56'02''$ E - 331.45 feet along the common line between the said Lots 9 and 1 respectively, the said Block H, the said 11.686 Acre tract and the said Kinnicnik Loop to a found $\frac{1}{2}$ " iron pipe at the intersection of the said west Right-of-Way line of Kinnicnik Loop and the

north Right-of-Way line of a Public Roadway dedicated by the said plat, for the common southeast corner of the said Lot 1, Block H, the said 11.686 Acre tract and of this tract;

THENCE along the common line between the said Public Roadway and the said Lots 1-4 respectively, the said Block H, the said 11.686 Acre tract for the following courses and distances:

N 46°21'02" W - 250.22 feet to a point for an interior ell corner of this tract;
N 75°09'02" W - 100.36 feet to a point for an exterior ell corner of this tract;
Along the arc of a curve to the right having a delta angle of 62°56'00", an arc distance of 46.55 feet, a radius of 42.38 feet, and a chord of N 43°41'02" W - 44.24 feet to a point for an exterior ell corner of this tract;
N 12°13'02" W - 129.50 feet to a point for an interior ell corner of this tract;
N 24°16'02" W - 188.93 feet to a point for an interior ell corner of this tract;
Along the arc of a curve to the left having a delta angle of 26°58'17", an arc distance of 184.20 feet, a radius of 391.30 feet, and a chord of N 37°46'04" W - 182.50 feet to a point for an interior ell corner of this tract;
Along the arc of a curve to the left having a delta angle of 56°18'00", an arc distance of 180.62 feet, a radius of 183.81 feet, and a chord of N 79°23'02" W - 173.44 feet to a point for an interior ell corner of this tract;
S 72°27'58" W - 173.49 feet to a point for an exterior ell corner of this tract;
N 88°23'02" W - 116.10 feet to a found 1/2" iron pipe at the intersection of the said north Right-of-Way line of the said Public Roadway and the east Right-of-Way line of the above said Public Roadway, for the common southwest corner of the said Lot 4, Block H, the said 11.686 Acre tract and of this tract;

THENCE N 14°38'02" W - 361.60 feet along the common line between the said Lots 4 and 5 respectively, the said Block H, the said 11.686 Acre tract and the said Public Roadway to the **POINT OF BEGINNING** containing within these metes and bounds 11.686 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 3rd day of July, 2007.

Bradley L. Lipscomb RPLS



In Re: 45.961 Acres
Being all of a 45.961 Acre tract
Lamar Moore Survey
Abstract No. 323
Hays County, Texas



All that certain tract or parcel of land situated in Hays County, Texas, being out of the Lamar Moore Survey, Abstract No. 323, being all of Lots 1 and 2 Block D of Oakridge Park, Section 1, at Kinnicinnik recorded in Volume 182, Page 004 of the Deed Records of Hays County, Texas and being all of Lots 3A, 4A, 4B, 5A, 5B, 6A, 6B, 7, 8, 9, & 10, Block D of Oakridge Park, Section 2, At Kinnicinnik and Resubdivision of a Portion of Oakridge Park, Section 1, at Kinnicinnik recorded in Volume 189, Page 441 of the Deed Records of Hays County, Texas, all of which being contained within a 45.961 Acre tract (Parcel 3) (Undivided $\frac{1}{2}$ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Martha J. Parten, Deceased to Bill R. Hall, Trustee of the Martha J. Parten Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 669 of the Official Records of Hays County, Texas and all of an 45.961 Acre tract (Parcel 3) (Undivided $\frac{1}{2}$ Interest) conveyed from Bill R. Hall, Independent Executor of the Estate of Ben L. Parten, Jr. to Bill R. Hall, Trustee of the B. L. Parten, Jr. Trust by deed dated March 11, 2003 recorded in Volume 2175, Page 683 of the said Official Records of Hays County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found $\frac{1}{2}$ " iron rod on the south line of a called 10.21 Acre tract conveyed to Wayne Hardin, et ux in Volume 300, Page 580, at the northeast corner of a public roadway dedicated by plat of the said Oakridge Park, Section 1 at Kinnicinnik, for the northwest corner of this tract;

THENCE along the common line between the said 45.961 Acre tract and the said 10.21 Acre tract and Lot 14 of the Whispering Oaks Subdivision – Phase II for the following courses and distances:

N $86^{\circ}58'59''$ E - 789.61 feet to a found $\frac{3}{4}$ " iron pipe for an exterior ell corner of this tract;
S $03^{\circ}01'01''$ E - 60.00 feet to a found 6DD nail in the top of a fence corner post on the north line of the said Lot 10, for an interior ell corner of this tract;

N $86^{\circ}58'59''$ E - 186.26 feet to a found $\frac{1}{2}$ " iron rod at the northwest corner of Lot 13 of the said Whispering Oaks Subdivision – Phase II, for the common northeast corner of the said Lot 10, Block D, the said 45.961 Acre tract and of this tract;

THENCE S $02^{\circ}02'10''$ E - 2412.14 feet along the common line between the said Lots 10, 9, 8, 7, 6B, 5B, 4B, 2, and 1 respectively, the said Block D (the said 45.961 Acre tract) and the said Lot 13 (Whispering Oaks Subdivision – Phase II), a called 23.055 Acre tract conveyed to Barbara N. Poth in Volume 913, Page 520 and Lots 8, 7, 6, 5, 4, and 3 respectively of the Fox Run Estates to a set $\frac{5}{8}$ " iron rod on the common line between the said Moore Survey and the Seaborn J. Whatley Survey, A-18, at the northeast corner of a Public Roadway dedicated by the said plat of Oakridge Park, Section 1, At Kinnicinnik, for the common southeast corner of the said Lot 1, Block D (the said 45.961 acre tract) and of this tract;

THENCE S $87^{\circ}27'38''$ W - 278.69 feet along the common line between the said Moore and

Whatley Surveys, the common line between the said Lot 1, Block D (the said 45.961 Acre tract) and the said Public Roadway to a set 5/8" iron rod at the intersection of the north Right-of-Way line of the said Public Roadway and the east Right-of-Way line of another public Roadway dedicated by said Plat of Oakridge Park, Section 1, at Kinnicinnik, at the northeast corner of the existing Right-of-Way of Kinnicinnik Loop (County Road) at the southwest corner of the said Lot 1, for the common most southerly southwest corner of the said Block D, the said 45.961 Acre tract and of this tract;

THENCE along the common line between the said Lots 1, 2, a platted roadway (previously closed) and Lot 3A respectively, the said Block D, the said 45.961 Acre tract and the said Public Roadway for the following courses and distances:

N 02°01'31" W - 340.60 feet to a found 3/4" iron pipe at the northwest corner of the said Lot 1, the south corner of the said Lot 2, for an interior ell corner of this tract;
N 39°53'26" W - 255.83 feet to a set 5/8" iron rod at the southwest corner of the said Lot 2, the southeast corner of the said closed roadway, for an interior ell corner of this tract;
S 88°43'29" W - 60.78 feet to a found 3/4" iron pipe at the southwest corner of the said closed roadway, the southeast corner of the said Lot 3A, for an exterior ell corner of this tract;
N 89°42'14" W - 125.81 feet to a found 3/4" iron pipe for an interior ell corner of this tract;
S 86°25'24" W - 321.95 feet to a found 3/8" iron rod at the intersection of the north Right-of-Way line of the said Public Roadway and the east Right-of-Way line of a public roadway, at the southwest corner of the said Lot 3A, for the common most northerly southwest corner of the said Block D, the said 45.961 Acre tract and of this tract;

THENCE N 03°01'01" W - 1918.29 feet along the common line between the said Lots 3A, 4A, 5A, 6A, 7, 8, 9 and 10 respectively, the said Block D, the said 45.961 Acre tract and the said Public Roadway to the **POINT OF BEGINNING** containing within these metes and bound 45.961 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 3rd day of July, 2007.



EXHIBIT "D"

AGREEMENT CONCERNING DISTRICT GRINDER PUMP SYSTEM

This Agreement Concerning District Grinder Pump System is entered into between Hays County Municipal Utility District No. 5 (the "District") and _____ (the "Customer") in connection with the Customer's application for sanitary sewer service to the property located at _____ (the "Property").

RECITALS

WHEREAS, the District owns, operates, and maintains a centralized sanitary sewer system from which Customer desires to obtain sewer service to the Property; and

WHEREAS, the topography of the Property in relation to the location of the District's sanitary sewer system requires the installation of a pressure sewer system commonly known as a grinder pump system ("Grinder Pump") in order to transport Customer's sewage to the District's sanitary sewer system; and

WHEREAS, the District's sanitary sewer system is regulated by the rules and regulations of the Texas Commission on Environmental Quality (the "Commission"); and

WHEREAS, the rules and regulations of the Commission require that the District only allow the use of a Grinder Pump by a Customer under terms and conditions set forth in a service agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the District and the Customer agree as follows:

1. As a condition to initiation and continuation of sanitary sewer service to Customer by the District:

a. Grinder Pump Installation. All Grinder Pumps and related control panels must be obtained from a manufacturer or supplier approved by the District, and must be installed by a contractor approved by the District. Installation must be scheduled through and/or coordinated with the District's operator, Crossroads Utility Services, L.L.C., at (512) 246-1400 a minimum of 15 business days in advance of the date the installation is required. No modification or repair of any Grinder Pump or control panel may be made by the Customer after installation. Any repair, modification, or replacement of a Grinder Pump or control panel must be performed by a contractor approved by the District. No third party may repair, modify, or replace any Grinder Pump within the District without express District authorization to do so.

b. District Grinder Pumps. A "District Grinder Pump" is a Grinder Pump that is installed in wet well constructed as a part of the District's Wastewater System and located in a District easement adjacent to the street. Each District Grinder Pump and appurtenances must be installed in a wet well constructed by a contractor approved by the District on the lot being served in a location adjacent to the street, in accordance with plans and specifications approved by the District's engineer. Each District Grinder Pump will be owned by the District. Any repair, modification, or replacement of a District Grinder Pump must be performed by a contractor approved by the District.

c. Homeowner Grinder Pumps. A “*Homeowner Grinder Pump*” is any Grinder Pump that is installed as a part of a homeowner’s internal plumbing due to specific lot topography or home design. If, due to specific home design or topography issues affecting a lot, a Homeowner Grinder Pump is required to serve any residence, such Homeowner Grinder Pump and its installation, maintenance, repair, and replacement must comply with the specifications applicable to District Grinder Pumps, but such Homeowner Grinder Pump will be the a part of the Customer’s internal plumbing and will be the property of the Customer. The installation and any repairs to or replacements of any Homeowner Grinder Pump must be performed by a contractor approved by the District, and will be subject to inspection and approval by the District. All such installations, repairs, and replacements, and the costs thereof, will be the sole responsibility of the Customer.

d. Tie-In to Wet Well. The construction of the wet well required for the Grinder Pump and the installation of the residential wastewater service line tie-in to the wet well will be the responsibility of the Customer. The wet well construction and installation of the tie-in must be in accordance with the plans and specifications approved by the District’s engineer. Both the wet well and tie-in must be located in a District easement adjacent to the street. Each wet well and tie-in will be inspected by the District for compliance with the plans and specifications approved by the District’s engineer at time the Grinder Pump is installed. If the wet well and/or tie-in is not in compliance with such plans and specifications, then the non-compliance will be required to be corrected and re-inspected before the Grinder Pump is installed. Any additional charges by the District due to non-compliance with such plans and specifications will be the responsibility of the Customer.

e. District Grinder Pump Control Panel. The Customer must designate a permanent location on his or her residence for the installation of a control panel for the District Grinder Pump. The location must be on the outside of the residence and visible from the street. A fuseable disconnect at the designated District Grinder Pump control panel location is required. No landscaping, fencing, or other improvements that would obstruct the visibility of a control panel will be permitted.

f. Remote Grinder Pump Control Panel Monitor. If a remote grinder pump control panel monitor is required in addition to the standard District Grinder Pump control panel required by subparagraph e. above, that remote grinder pump control panel monitor will be deemed a part of the Customer’s internal plumbing and all costs of the remote grinder pump monitor must be borne by the Customer, including the cost of the initial installation and all costs of repair or replacement of the monitor. The District will not repair or replace any remote grinder pump monitor, and all repairs and maintenance must be handled by the Customer’s plumber or other qualified contractor.

2. The District and Customer agree that, although the Homeowner Grinder Pump is owned by Customer, the Homeowner Grinder Pump and its operation and maintenance will comply with all regulations of the District and will be subject to periodic inspection by the District, in accordance with the rules and regulations of the Commission.

3. The Customer acknowledges and agrees that failure of Customer to pay all costs associated with the operation and maintenance of the Grinder Pumps serving the Customer as set forth in the District’s then-current Order Establishing Rates and Charges and Adopting Rules and Policies Regarding the District’s Utility Systems or any failure of Customer to allow the District and its representatives to enter Customer’s property for purposes of inspection and

verification of compliance with this Agreement will be grounds for the District's disconnection of service to the Property.

4. **In the event of a visual (warning light) or audible alarm at the control panel, the Customer agrees to immediately notify the District's operator, Crossroads Utility Services, L.L.C., at (512) 246-1400.**

5. This Agreement will be performable in Hays County, Texas, which will be the exclusive venue for any disputes arising under this Agreement.

6. Any amendments to this Agreement must be in writing and signed by both the District and the Customer.

7. This Agreement is not assignable by Customer. Upon termination of service of the Property, any new customer desiring to receive water and/or wastewater service from the District will be required to execute a new service agreement prior to initiation of service to the Customer.

ENTERED INTO this the _____ day of _____, 202____.

DISTRICT:

HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

By: Crossroads Utility Services, L.L.C.,
its Authorized Agent

By: _____
Name: _____
Its: _____

CUSTOMER:

By: _____
Printed Name: _____