Temporary Raw Water Agreement Application

ENERGY • WATER • COMMUNITY SERVICES

Name: JAMES OAKLEY Title: COUNTY JUDGE

Company: BURNET COUNTY

Mailing Address: 220 S. PIERCE STREET

City, State, Zip: BURNET, TEXAS 78611

Physical Address: 220 S. PIERCE STREET

City, State, Zip: BURENT, TEXAS 78611

Email Address: countyjudge@burnetcountytexas.org

Phone (512) 756-5400 Fax (512) 715-5217

Use: Irrigation X Industrial _____ Construction _____ Other _____

County: BURNET

Contract Amount of 1.0 ACRE-FEET PER YEAR acre-feet per year
(Amount not to exceed 10 acre-feet per year; 1 acre-foot = 325,851 gallons)

Term to begin 1ST day of OCTOBER (month) 2018 (year)

Term to end 30TH day of SEPTEMBER (month) 2021 (year)
(Maximum term is 3 years)

Diversion Point (to be identified on a map) LAKE BUCHANAN
(Name of Lake, River, Creek)

Person who will sign agreement JAMES OAKLEY BURNET COUNTY JUDGE
(Name & Title)

CONFIDENTIALITY

A customer who is an actual person (not a company or corporation) may request that personal information described in Chapter 182 of the Utility Code be kept confidential, unless required or mandated by law. Please check the box if you request confidentiality.

_____Yes (request confidentiality) X No (do not request confidentiality)

Signature _____ Date 8/14/2018

LCRA's current raw water rate is $145 per acre-foot. The application processing fee is $100. Please return your completed application, $100 application fee and map to:

LCRA
ATTN: Raw Water Sales,
PO Box 220 — R317
Austin, Texas 78767-0220
(512) 578-7701 or 1-800-776-5272 ext. 7701
(512) 473-3551 fax

LCRA
ENERGY • WATER • COMMUNITY SERVICES

August 10, 2015

The Honorable Judge James Oakley
Burnet County
220 S. Pierce Street
Burnet, Texas 78611

Re: TEMPORARY RAW WATER CONTRACT
BURNET COUNTY – LAKE BUCHANAN

Dear Judge Oakley:

Please acknowledge your consent to the conditions listed below by signing this contract in the space provided. The enclosed map indicates the specific location from which water will be withdrawn for your purposes. This contract will not become effective until LCRA staff is in receipt of one signed original and the required map.

Be advised that this document must be signed and returned within ten (10) days; LCRA reserves the right to reject any contract received beyond that period. You may retain the enclosed copy for your records. It is advised that you provide a copy of this letter to any of your agents who may be questioned about withdrawing water under this contract.

AGREEMENT

The Lower Colorado River Authority, hereinafter called "LCRA," and BURNET COUNTY, hereinafter called "PURCHASER," in mutual consideration agree as follows:

1. General Conditions. PURCHASER shall have the right to a maximum of 1.0 acre-feet per year (325,851 gallons per year; the "Maximum Annual Quantity" or "MAQ") of raw water made available from Lake Buchanan in Burnet County, Texas at a point described and depicted in Exhibit "A" attached hereto. The water supplied under this contract shall be supplied in accordance with the permanent Rules and Regulations of the Texas Commission on Environmental Quality (Rule 297.101(b)(4)) for the sale of untreated water for permitted use from the perimeter of a reservoir in amounts not exceeding 10 acre-feet per annum. Water supplied under the terms of this contract shall be used exclusively for Irrigation, as these terms are defined in LCRA's Water Contract Rules.

2. Payment.

   (a) PURCHASER shall pay LCRA annually for water made available under this contract an amount of money equal to the "Water Rate" times the Maximum Annual Quantity.

   (b) PURCHASER further agrees to pay LCRA annually an amount of money equal to the "Inverted Block Rate" (defined below) multiplied by any amount of water made available to PURCHASER in excess of the Maximum Annual Quantity during the previous 12 months. For purposes of determining the amount of water made available in excess of the MAQ, the amount of water made available will be the amount of water actually diverted. In the event the amount of water made available to PURCHASER is limited

P.O. BOX 220 • AUSTIN, TEXAS • 78767-0220 • (512) 473-3200 • 1-800-776-5272 • WWW.LCRA.ORG

because of a curtailment imposed by LCRA or state law in accordance with this contract to an amount less than the MAQ, then PURCHASER shall pay a surcharge, in excess of the Water Rate, to be set by LCRA's Board of Directors, multiplied by any amount of water made available to PURCHASER in excess of the amount PURCHASER is authorized to have available during the curtailment.

(c) The Water Rate presently in effect is $175 per acre-foot ($0.54 per 1,000 gallons) of water. The Inverted Block Rate presently in effect is $350 per acre-foot of water. LCRA reserves all rights that it may have under law to modify the Water Rate or the Inverted Block Rate. PURCHASER understands and acknowledges that the Water Rate and the Inverted Block Rate set forth in this contract have been approved by LCRA's Board of Directors, and that the Board may change all rates, fees and charges under the contract from time to time.

(d) On or before 30 days from the date of this contract, PURCHASER shall submit to LCRA, Attention: Sandra Valdez, Water Services, a check payable to the Lower Colorado River Authority for the amount of $175 for the water made available to PURCHASER under this contract during the initial year of the contract.

(e) LCRA shall mail an invoice to PURCHASER for payment for water to be made available to PURCHASER in subsequent years under this contract, and such invoice shall reflect any revision to the Water Rate and the effective date of the revised Water Rate. Such invoice shall also show any amount of water that PURCHASER had made available to it in excess of the Maximum Annual Quantity during the previous 12 months, as well as the corresponding amount of money owed by PURCHASER to LCRA in accordance with the Inverted Block Rate.

(f) PURCHASER shall pay LCRA for water provided under this contract in the amount of each invoice submitted to PURCHASER by LCRA on or before thirty (30) days from the date of the invoice. PURCHASER shall mail checks for payments to the address indicated on the invoice. PURCHASER may pay by hand-delivery of checks or cash to LCRA's headquarters in Austin, Travis County, Texas, or by bank-wire if PURCHASER obtains LCRA's approval and makes arrangements for doing so prior to the due date. Payment must be received at the address provided on the invoice, or, if approved, at LCRA's headquarters or bank, not later than thirty (30) days from the invoice date in order not to be considered past due or late. In the event PURCHASER fails to make payment of that invoice within thirty (30) days of the invoice date, PURCHASER shall then pay a late payment charge of five percent (5%) of the amount of the invoice. For each calendar month or fraction thereof that the invoice remains unpaid, PURCHASER shall pay interest at 1.5%. In the event PURCHASER attempts to pay LCRA by check, draft, credit card or any other similar instrument and the instrument is returned or refused by the bank or other similar institution as insufficient or non-negotiable for any reason, PURCHASER shall be assessed and must pay to LCRA, per each returned instrument, LCRA's current returned instrument fee. If the invoice has not been paid within thirty (30) days of the invoice date, PURCHASER further agrees to pay all costs of collection and reasonable attorney's fees, regardless of whether suit is filed, as authorized by section 271.159, Texas Local Government Code.

3. Indemnification. **PURCHASER WILL INDEMNIFY AND HOLD LCRA HARMLESS FROM ALL CLAIMS OF INJURY OR DAMAGE TO ANY PERSON OR PROPERTY RESULTING FROM ANY ACTION (OR FAILURE TO ACT) BY PURCHASER UNDER THIS CONTRACT.**

4. Regulatory Approval. PURCHASER agrees to obtain or cause to be obtained all permits, certificates, or approvals required by applicable local, state or federal agencies for any activity undertaken in conjunction with the use of the water under this contract. This contract shall not be construed or interpreted to grant any privilege or right not specifically pronounced herein, including but not limited to the use of private property, the right to dispose of effluent, the right to use LCRA property or easements, or the right of access to the Colorado River.

5. Availability of Water.

   (a) LCRA is committing to make available to PURCHASER under this contract a portion of LCRA's firm water supply, as defined in LCRA's Water Contract Rules; provided, however, LCRA may interrupt or curtail the water supplied under this contract as required by state law or in accordance with LCRA's Water Management Plan or Drought Contingency Plan, as such Plans and any amendments thereto have been approved and may be approved in the future by the TCEQ. While LCRA will provide firm water under this contract, the PURCHASER understands that, during a drought worse than the drought of record as described in LCRA's Water Management Plan, LCRA will be required to allocate water pro rata among its customers, including PURCHASER.

   (b) For water used for landscape irrigation purposes, PURCHASER agrees to adhere to the following outdoor watering schedule during normal conditions. PURCHASER further agrees to comply with the LCRA Drought Contingency Plan (DCP) for Domestic and Temporary Irrigation Contracts, as such plan may be amended by LCRA's Board of Directors, which includes a reduced watering schedule among the drought response measures.

Commercial Properties and Home Owner's Associations:	
Watering Days	Tuesdays and Fridays
Maximum amount of water to apply:	1 inch per week (or ½ inch twice a week)
Watering times:	Midnight to 10 A.M. and 7 P.M. to Midnight
Watering months:	June through September (1 inch per week)
	March, April, May and October (1/2 inch per week)

Turn off automatic sprinkler systems from November through February.
(During these months, irrigation should only occur on an as needed basis, *i.e.* once or twice a month in the absence of normal rainfall.)

   (c) LCRA is responsible for making water available under this contract only up to the MAQ. LCRA makes no guarantee that the water made available under this contract will be available at any particular time or place or that any LCRA owned/operated reservoir or the Colorado River will be maintained at any specific elevation or flow at any particular time. Furthermore, PURCHASER acknowledges and agrees that LCRA's obligations under this contract shall not require LCRA to make additional releases of water from LCRA firm water supplies beyond the MAQ or to make releases to raise the water

elevations or flows at the Points of Diversion at a particular time sufficient for PURCHASER's intake and/or diversion facilities to operate.

6. Quality of Water. LCRA makes no representation as to the quality of the water made available under this contract, and PURCHASER hereby releases LCRA and agrees to hold it harmless from any and all claims that PURCHASER or PURCHASER's customers or users have or may have against LCRA for any diminution in or impairment of the quality of water made available under this contract.

7. Termination. PURCHASER agrees that non-compliance with the terms of this contract or any misrepresentation of the facts by the PURCHASER to LCRA constitutes grounds for termination of this contract. LCRA, at it's sole option, may immediately terminate this contract should PURCHASER fail to make any payment within 30 days of an invoice date as described in this contract such that PURCHASER shall have no further right to use water under this contract.

8. Term. This contract shall be for a term of thirty six (36) months from the 1st day of October, 2015 through the 30th day of September, 2018.

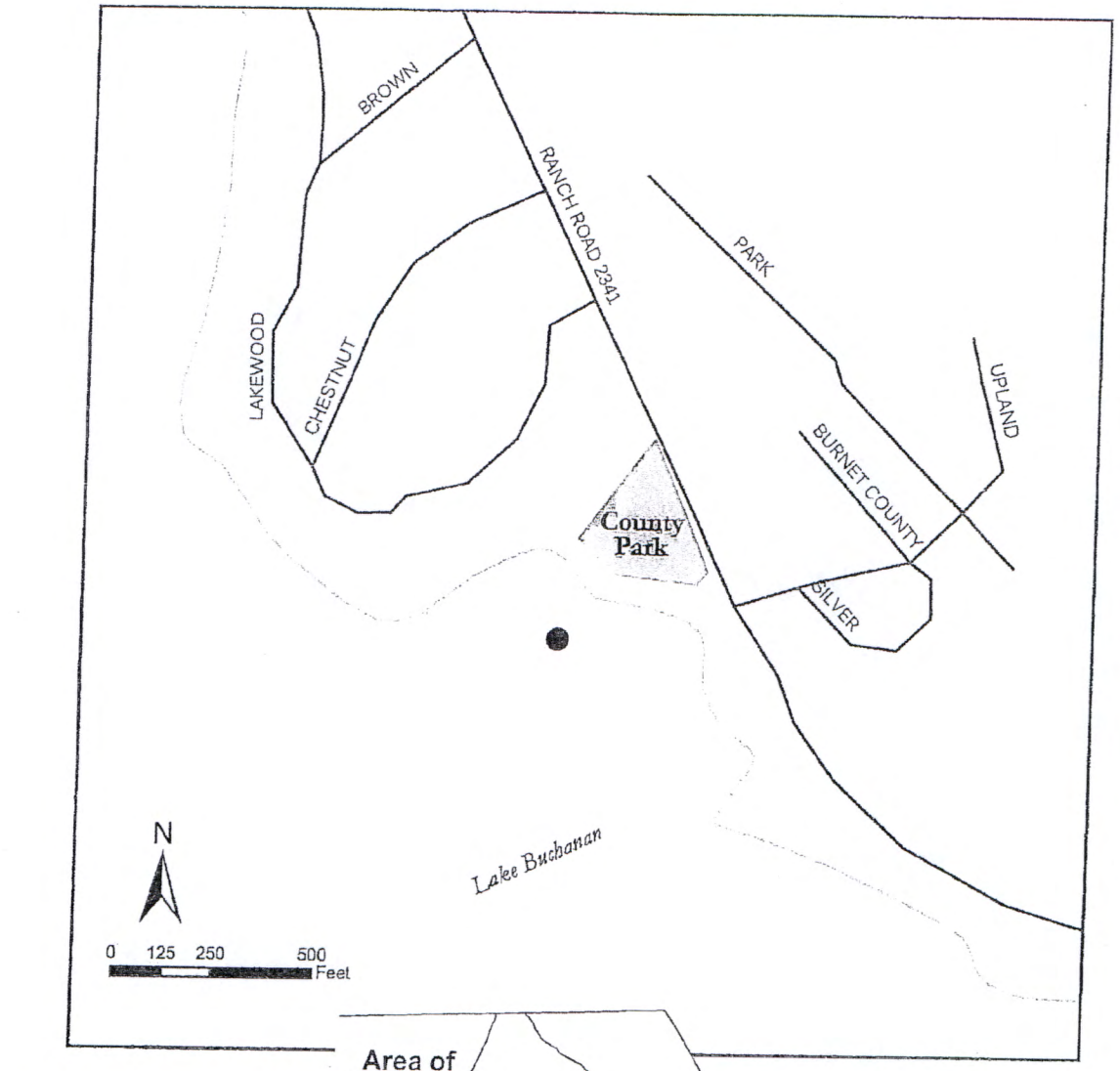
LOWER COLORADO RIVER AUTHORITY

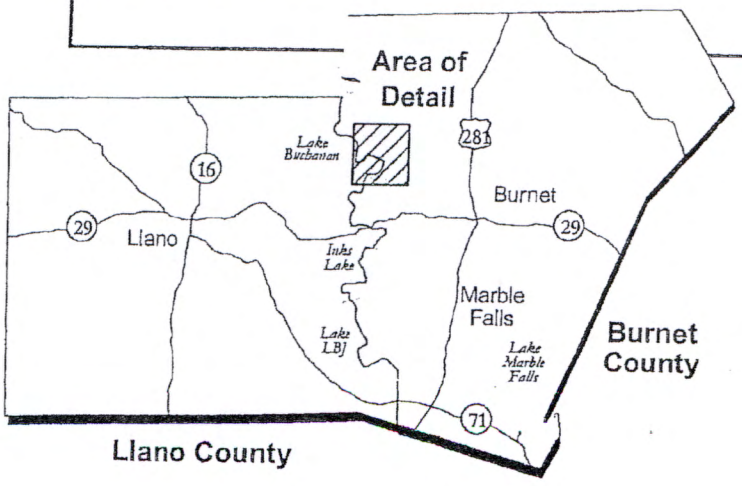
By: _____
Nora Mullarkey
Manager, Water Contracts and Conservation

The foregoing instrument is acknowledged and confirmed this 19th day of August, 2015.

PURCHASER

By: _____
James Oakley – Burnet County Judge





General Location Map

Firm Water Contract for Temporary Use

● Burnet County Diversion Point