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July 30, 2008

Ms. Deborah Hunt
Tax Assessor/Collector
Williamson County Tax Office
904 S. Main Street
Georgetown, Texas 78626

Re: Wells Branch Municipal Utility District - Tax Collection Agreement

Dear Ms. Hunt:

Enclosed is an original Resolution Authorizing Agreement with the County of Williamson for Collection of Taxes and two (2) originals of the Tax Collection Agreement, as approved by the Board of Directors of Wells Branch Municipal Utility District at its meeting on July 15, 2008. Please execute both originals of the Tax Collection Agreement where provided, have executed by Judge Gattis, and return a fully executed original to me at the letterhead address.

If you have any questions or require additional information, please feel free to call.

Yours very truly,



Denise L. Motal
Legal Assistant to
John W. Bartram

Enclosures

cc: John W. Bartram

**RESOLUTION AUTHORIZING AGREEMENT
WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, Wells Branch Municipal Utility District (the *District*) desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, the County of Williamson, Texas (the "*County*") provides ad valorem tax collection services; and

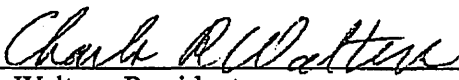
WHEREAS, the Board of Directors of the District finds it to be in the public interest to authorize a contract with the County for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WELLS BRANCH MUNICIPAL UTILITY DISTRICT THAT:

The officers and directors of the District are hereby authorized and directed to enter into a contract on behalf of the District with the County, in the form of and according to the terms set forth in the Tax Collection Agreement attached as Exhibit "A".

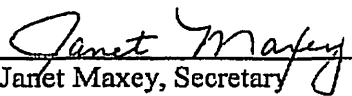
The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors of Wells Branch Municipal Utility District on the 15th day of July, 2008.

**WELLS BRANCH MUNICIPAL UTILITY
DISTRICT**



Chuck Walters, President
Board of Directors

ATTEST:



Janet Maxey, Secretary
Board of Directors

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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§

TAX COLLECTION AGREEMENT

WHEREAS, Wells Branch Municipal Utility District and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction for those properties in Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Wells Branch Municipal Utility District, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction with respect to those properties located in Williamson County for ad valorem tax purposes in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction with respect to those properties located in Williamson County.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction with respect to those properties located in Williamson County.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the

EXHIBIT A

County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all actual expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to pay any and all actual expenses that are incurred by the County as a result of the Jurisdiction's failure to timely submit to the County its tax rate and any and all required collateral or related information or documentation to allow the County to meet its required obligations and duties to all other taxing units on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel to be paid the following December 31 on or about March 1 of the same year. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The Tax Assessor-Collector may designate different charges for properties in Williamson County as opposed to those out of Williamson County, or according to any other rational basis of distinction. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to the Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

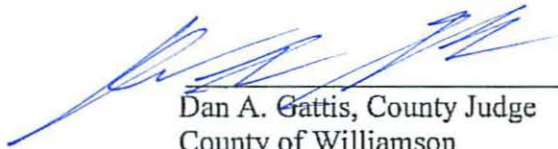
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

12. Notwithstanding anything herein to the contrary, this Agreement applies only to the properties located in Williamson County, Texas.

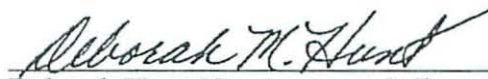
IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed August 18th, 2008.

COUNTY OF WILLIAMSON



Dan A. Gattis, County Judge
County of Williamson



Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION:

**WELLS BRANCH MUNICIPAL UTILITY
DISTRICT**

Chuck Walters, President