

LAW OFFICES OF
McCARTHY & McCARTHY, L.L.P.

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AUSTIN, TEXAS 78701
(512) 904-2310
(512) 692-2826 (FAX)

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MAY 08 2025

Water Availability Division

April 24, 2025

Ms. Humberto (Bert) Galvan (MC-160)
Manager, Water Rights Permitting &
Availability Section, Water Availability Division
Texas Commission on Environmental Quality
12100 Park 35 Circle, Bldg. F, 3rd Floor
Austin, Texas 78753

*via Hand Delivery
& E-file*

Re: Application of HH-CH-B Blue Lake LLC (*aka* "Travis Club")
Pursuant to Section 11.143, Texas Water Code

Dear Bert:

Enclosed please find the original Application of HH-CH-B Blue Lake LLC (*aka* "Travis Club") for a water right permit pursuant to Section 11.143, Texas Water Code, along with my Firms Check No. 2655 in the amount of \$125.00 to cover the filing fees. Please let me know if additional fees are needed and I will remit payment promptly. We have previously e-filed the application using the portal on the Commission's website.

Please let me know if you have any questions, or need any further information to process the application. Thank you for your assistance in this matter.

Sincerely,

MCCARTHY & MCCARTHY, LLP



Edmond R. McCarthy, Jr.

ERM/tn
Encl.

**Application of HH-CH-B Blue Lake LLC
(*aka* “Travis Club”)**

**Pursuant to Section 11.143
Texas Water Code**

Murfee Engineering Company, Inc.
Attn: Jim Scaief, P.E., P.G.
1101 S. Capital of TX Hwy, Bldg. D
Austin, Texas 78746


O (512) 327-9204
C (512) 917-4966

McCarthy & McCarthy, LLP
Attn: Ed McCarthy
1122 Colorado, Suite 2399
Austin, TX 78701



O (512) 904-2313
C (512) 426-7138

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

TCEQ WATER RIGHTS PERMITTING APPLICATION

ADMINISTRATIVE INFORMATION CHECKLIST

Complete and submit this checklist for each application. See Instructions Page 5.

APPLICANT(S): HH-CH-B

Indicate whether the following items are included in your application by writing either Y (for yes) or N (for no) next to each item (all items are not required for every application).

Y/N

Y **Administrative Information Report**

N Additional Co-Applicant Information

N Additional Co-Applicant Signature Pages

Y Written Evidence of Signature Authority

Y **Technical Information Report**

Y USGS Map (or equivalent)

Y Map Showing Project Details

Y Original Photographs

N/A Water Availability Analysis

Y **Worksheet 1.0**

Y Recorded Deeds for Irrigated Land

N Consent for Irrigated Land

N **Worksheet 1.1**

N Addendum to Worksheet 1.1

Y* **Worksheet 1.2**

Y **Worksheet 2.0**

Y Additional W.S. 2.0 for Each Reservoir

Y Dam Safety Documents

N Notice(s) to Governing Bodies

Y Recorded Deeds for Inundated Land

Y Consent for Inundated Land

Y/N

Y **Worksheet 3.0**

N/A Additional W.S. 3.0 for each Point

Y Recorded Deeds for Diversion Points

N/A Consent for Diversion Access

N/A **Worksheet 4.0**

N/A TPDES Permit(s)

N/A WWTP Discharge Data

N/A Groundwater Well Permit

Y Signed Water Supply Contract

N/A **Worksheet 4.1**

Y **Worksheet 5.0**

N Addendum to Worksheet 5.0

Y **Worksheet 6.0**

Y Water Conservation Plan(s)

Y Drought Contingency Plan(s)

Y Documentation of Adoption

N/A **Worksheet 7.0**

N/A Accounting Plan

Y **Worksheet 8.0**

Y Fees

N/A Public Involvement Plan

* See Supplement

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Water Availability Division

ADMINISTRATIVE INFORMATION REPORT

The following information **is required** for all new applications and amendments.

*****Applicants are REQUIRED to schedule a pre-application meeting with TCEQ Staff to discuss Applicant's needs prior to submitting an application. Call the Water Rights Permitting Team to schedule a meeting at (512) 239-4600.**

1. TYPE OF APPLICATION (Instructions, Page. 6)

Indicate, by marking X, next to the following authorizations you are seeking.

- ☒ New Appropriation of State Water
☐ Amendment to a Water Right *
☐ Bed and Banks

****If you are seeking an amendment to an existing water rights authorization, you must be the owner of record of the authorization. If the name of the Applicant in Section 2 does not match the name of the current owner(s) of record for the permit or certificate or if any of the co-owners is not included as an applicant in this amendment request, your application could be returned. If you or a co-applicant are a new owner, but ownership is not reflected in the records of the TCEQ, submit a change of ownership request (Form TCEQ-10204) prior to submitting the application for an amendment. See Instructions page. 6. Please note that an amendment application may be returned, and the Applicant may resubmit once the change of ownership is complete.***

Please summarize the authorizations or amendments you are seeking in the space below or attach a narrative description entitled "Summary of Request."

See Appendix "A."

2. APPLICANT INFORMATION (Instructions, Page. 6)

a. Applicant

Indicate the number of Applicants/Co-Applicants 1
(Include a copy of this section for each Co-Applicant, if any)

What is the Full Legal Name of the individual or entity (applicant) applying for this permit?

HH-CH-B Blue Lake LLC Attn: Leisha Ehlert

(If the Applicant is an entity, the legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal documents forming the entity.)

If the applicant is currently a customer with the TCEQ, what is the Customer Number (CN)?
You may search for your CN on the TCEQ website at
<http://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

CN : _____ (leave blank if you do not yet have a CN).

What is the name and title of the person or persons signing the application? Unless an application is signed by an individual applicant, the person or persons must submit written evidence that they meet the signatory requirements in 30 TAC § 295.14.

First/Last Name: Leisha Ehlert

Title: Manager

Have you provided written evidence meeting the signatory requirements in 30 TAC § 295.14, as an attachment to this application? Y/N Y See Exhibit "___"

What is the applicant's mailing address as recognized by the US Postal Service (USPS)? You may verify the address on the USPS website at
<https://tools.usps.com/go/ZipLookupAction!input.action>.

Name: Leisha Ehlert, Manager

Mailing Address: 1111 West 11th St.

City: Austin State: TX ZIP Code: 78703

Indicate an X next to the type of Applicant:

<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship-D.B.A.
<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
<input type="checkbox"/> Trust	<input type="checkbox"/> Estate
<input type="checkbox"/> Federal Government	<input type="checkbox"/> State Government
<input type="checkbox"/> County Government	<input type="checkbox"/> City Government
<input type="checkbox"/> Other Government	<input checked="" type="checkbox"/> Other <u>Delaware limited liability company</u>

For Corporations or Limited Partnerships, provide:

State Franchise Tax ID Number: _____ SOS Charter (filing) Number: _____

3. APPLICATION CONTACT INFORMATION (Instructions, Page. 9)

If the TCEQ needs additional information during the review of the application, who should be contacted? Applicant may submit their own contact information if Applicant wishes to be the point of contact.

First and Last Name: Edmond R. McCarthy, Jr.

Title: Attorney

Organization Name: McCarthy & McCarthy, LLP

Mailing Address: 1122 Colorado St., Suite 2399

City: Austin State: TX ZIP Code: 78701

Phone Number: 512-904-2313 (office); (512) 426-7138 (cell)

Fax Number: 512-692-2826

E-mail Address: 

4. WATER RIGHT CONSOLIDATED CONTACT INFORMATION (Instructions, Page. 9)

This section applies only if there are multiple Owners of the same authorization. Unless otherwise requested, Co-Owners will each receive future correspondence from the Commission regarding this water right (after a permit has been issued), such as notices and water use reports. Multiple copies will be sent to the same address if Co-Owners share the same address. Complete this section if there will be multiple owners and all owners agree to let one owner receive correspondence from the Commission. Leave this section blank if you would like all future notices to be sent to the address of each of the applicants listed in section 2 above.

I/We authorize all future notices be received on my/our behalf at the following:

First and Last Name: N/A

Title: _____

Organization Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

5. MISCELLANEOUS INFORMATION (Instructions, Page. 9)

- a. The application will not be processed unless all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol by all applicants/co-applicants. If you need assistance determining whether you owe delinquent penalties or fees, please call the Water Rights Permitting Team at (512) 239-4600, prior to submitting your application.
1. Does Applicant or Co-Applicant owe any fees to the TCEQ? **Yes / No** No
If **yes**, provide the following information:
Account number: N/A Amount past due: N/A
2. Does Applicant or Co-Applicant owe any penalties to the TCEQ? **Yes / No** No
If **yes**, please provide the following information:
Enforcement order number: N/A Amount past due N/A
- b. If the Applicant is a taxable entity (corporation or limited partnership), the Applicant must be in good standing with the Comptroller or the right of the entity to transact business in the State may be forfeited. See Texas Tax Code, Subchapter F. Applicant's may check their status with the Comptroller at <https://mycpa.cpa.state.tx.us/coa/>
Is the Applicant or Co-Applicant in good standing with the Comptroller? **Yes / No** Yes
- c. The commission will not grant an application for a water right unless the applicant has submitted all Texas Water Development Board (TWDB) surveys of groundwater and surface water use - if required. See TWC §16.012(m) and 30 TAC § 297.41(a)(5). Applicants should check survey status on the TWDB website prior to filing:
https://www3.twdb.texas.gov/apps/reports/WU/SurveyStatus_PriorThreeYears
Applicant has submitted all required TWDB surveys of groundwater and surface water?
Yes / No _____

6. SIGNATURE PAGE (Instructions, Page. 11)

Applicant:

I, Leisha Ehler, Manager
(Typed or printed name)

Vice President, HH-CH-b Blue Lake, LLC
(Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under Title 30 Texas Administrative Code §295.14 to sign and submit this document and I have submitted written evidence of my signature authority.

Signature: [Signature] Date: 11.25.24
(Use blue ink)

Subscribed and Sworn to before me by the said

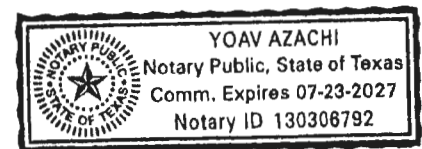
on this 25th day of November, 2024.

My commission expires on the 23rd day of July, 2027.

[Signature]
Notary Public

Travis County, Texas
County, Texas

[SEAL]



If the Application includes Co-Applicants, each Applicant and Co-Applicant must submit an original, separate signature page

Appendix “A”

Summary of Application Type

Appendix “A” to
Application of HH-CH-B Blue Lake LLC
Summary of Request

Applicant HH-CH-B Blue Lake LLC, *aka* Travis Club, seeks to permit an existing livestock pond, as modified, pursuant to Section 11.143, Texas Water Code (the “Application”). Applicant owns five contiguous tracts of land containing approximately 910.15 acres of land in Travis County, Texas (the “Property”), more particularly described in that certain Special Warranty Deed recorded as Document No. 2021163725 of the Official Public Records of Travis County, Texas. A copy of the Deed is attached to the Technical Report as Appendix “A.”

Prior to Applicant’s acquisition of the Property, it was part of a ranching operation, and the original construction and use of the pond Applicant seeks to permit as Pond “E” pursuant to this Application was as an exempt livestock pond authorized by Section 11.142, Texas Water Code. As part of the planned development of the Property, Applicant plans to convert the previously exempt livestock pond into a small on-channel reservoir pursuant to Section 11.143, Texas Water Code. Applicant has designated the proposed improved structure as Pond “E.” Pond “E” will have multiple beneficial purposes, including the following:

- (i) provide flood control and storm water detention functions,
- (ii) provide water to wildlife (livestock), as well as enhance riverine habitat for flora and fauna,
- (iii) serve as a recreational amenity for a planned golf course within the development, and
- (iv) provide capacity storage of water to be supplied by contract with the Lower Colorado River Authority for recreational uses, including irrigation of the golf course.

While described as an “on-channel reservoir,” the so-called “watercourse” is actually an intermittent ephemeral stream which only flows during times of rainfall events. The stream has no continuous flow within its bed and banks leading into either the existing original livestock pond or the planned reconfigured reservoir described as Pond “E.” Due to the seasonal, periodic flow pattern of the ephemeral watercourse, rather than seek a new appropriation of state water, Applicant intends to rely upon surface water it has contracted with the Lower Colorado River Authority (“LCRA”) to supply its needs (*see* Appendix “B” to the Technical Report). The LCRA contract allows the Applicant to divert up to 840 acre-feet per year from Lake Travis, in Travis County for recreational use on the Property. Applicant does not seek, nor intend to appropriate any new state water for impoundment in Pond E. Rainfall events (storm water) will be temporarily captured and detained in Pond E to facilitate its controlled release to prevent downstream flooding and erosion.

This LCRA Contract water is available for Applicant’s use as an alternative supply source to maintain the on-channel reservoir of a [non-navigable] stream with an average operating volume

of 12.2 acre-feet in storage. Water stored in the Pond “E,” or diverted from Pond “E” for irrigation uses on Property, will be water Applicant has contracted from LCRA and diverts from Lake Travis storage pursuant to the LCRA Contract. A true and correct copy of the LCRA Contract is appended to the Technical Report as Appendix “B.”

Attached to the Technical Report as Appendix “D” among other details about Pond “E,” is a plat that depicts the location of the proposed Pond “E.” The ephemeral intermittent stream on which Pond E is located is identified as an unnamed tributary of Lake Travis and the Colorado River in the Colorado River Basin. *See also* Appendix “C” to the Technical Report.

The proposed Pond “E” was originally constructed by the Applicant’s predecessor in title as a livestock pond for exempt ranching purposes, including flood control and livestock watering. Applicant intends to continue to use Pond “E” for these purposes, as well as for recreational use as an amenity to a golf course Applicant plans to construct on the Property. To the extent that water may not be available for diversion, or appropriation and diversion from the natural flow of the ephemeral unnamed tributary, Applicant has the ability to maintain the Pond with the water available pursuant to the LCRA Contract (Recreational Use). *See* Appendix “B” to the Technical Report.

The elevation of water in Pond “E” will be maintained using water diverted pursuant to the LCRA Contract. Pond “E,” once constructed, will have an average operating capacity of 12.2 acre-feet. The surface of Pond “E” will cover approximately 2.4 acres. The height of the rehabilitated dam to be constructed will be 19 feet at its highest point. Based upon TCEQ criteria codified in Chapter 299 (30 TAC), the dam of proposed Pond “E” will be classified as a small, Low Hazard Dam. *See* Appendix “D” to the Technical Report.

TECHNICAL INFORMATION REPORT WATER RIGHTS PERMITTING

This Report is required for applications for new or amended water rights. Based on the Applicant's responses below, Applicants are directed to submit additional Worksheets (provided herein). A completed Administrative Information Report is also required for each application.

Applicants are REQUIRED to schedule a pre-application meeting with TCEQ Permitting Staff to discuss Applicant's needs and to confirm information necessary for an application prior to submitting such application. Please contact the Water Availability Division at (512) 239-4600 or WRPT@tceq.texas.gov to schedule a meeting.

Date of pre-application meeting: August 7, 2024

1. New or Additional Appropriations of State Water. Texas Water Code (TWC) § 11.121 (Instructions, Page. 12)

State Water is: The water of the ordinary flow, underflow, and tides of every flowing river, natural stream, and lake, and of every bay or arm of the Gulf of Mexico, and the storm water, floodwater, and rainwater of every river, natural stream, canyon, ravine, depression, and watershed in the state. TWC § 11.021.

- a. Applicant requests a new appropriation (diversion or impoundment) of State Water? Y / N N
- b. Applicant requests an amendment to an existing water right requesting an increase in the appropriation of State Water or an increase of the overall or maximum combined diversion rate? Y / N N (If yes, indicate the Certificate or Permit number: _____)

If Applicant answered yes to (a) or (b) above, does Applicant also wish to be considered for a term permit pursuant to TWC § 11.1381? Y / N _____

- c. Applicant requests to extend an existing Term authorization or to make the right permanent? Y / N N (If yes, indicate the Term Certificate or Permit number: _____)

If Applicant answered yes to (a), (b) or (c), the following worksheets and documents are required:

- **Worksheet 1.0 – Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir requested in the application)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point and/or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach requested in the application)
- **Worksheet 5.0 – Environmental Information Worksheet**
- **Worksheet 6.0 – Water Conservation Information Worksheet**
- **Worksheet 7.0 – Accounting Plan Information Worksheet**
- **Worksheet 8.0 – Calculation of Fees**
- **Fees calculated on Worksheet 8.0 – see instructions Page. 34.**
- **Maps – See instructions Page. 15.**
- **Photographs – See instructions Page. 30.**

Additionally, if Applicant wishes to submit an alternate source of water for the project/authorization, see Section 3, Page 3 for Bed and Banks Authorizations (Alternate sources may include groundwater, imported water, contract water or other sources).

Additional Documents and Worksheets may be required (see within).

2. Amendments to Water Rights. TWC § 11.122 (Instructions, Page. 12)

This section should be completed if Applicant owns an existing water right and Applicant requests to amend the water right. *If Applicant is not currently the Owner of Record in the TCEQ Records, Applicant must submit a Change of Ownership Application (TCEQ-10204) prior to submitting the amendment Application or provide consent from the current owner to make the requested amendment. If the application does not contain consent from the current owner to make the requested amendment, TCEQ will not begin processing the amendment application until the Change of Ownership has been completed and will consider the Received Date for the application to be the date the Change of Ownership is completed. See instructions page. 6.*

Water Right (Certificate or Permit) number you are requesting to amend: N/A

Applicant requests to sever and combine existing water rights from one or more Permits or Certificates into another Permit or Certificate? Y / N N (if yes, complete chart below):

List of water rights to sever	Combine into this ONE water right

- a. Applicant requests an amendment to an existing water right to increase the amount of the appropriation of State Water (diversion and/or impoundment)? Y / N N

If yes, application is a new appropriation for the increased amount, complete Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.

- b. Applicant requests to amend existing Term authorization to extend the term or make the water right permanent (remove conditions restricting water right to a term of years)? Y / N N

If yes, application is a new appropriation for the entire amount, complete Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.

- c. Applicant requests an amendment to change the purpose or place of use or to add an additional purpose or place of use to an existing Permit or Certificate? Y / N N
If yes, submit:

- **Worksheet 1.0 - Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 1.2 - Notice: "Marshall Criteria"**

- d. Applicant requests to change: diversion point(s); or reach(es); or diversion rate? Y / N N
If yes, submit:

- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach)
- **Worksheet 5.0 - Environmental Information** (Required for any new diversion points that are not already authorized in a water right)

- e. Applicant requests amendment to add or modify an impoundment, reservoir, or dam? Y / N N

If yes, submit: Worksheet 2.0 - Impoundment/Dam Information Worksheet (submit one worksheet for each impoundment or reservoir)

- f. Other - Applicant requests to change any provision of an authorization not mentioned above? Y / N N *If yes, call the Water Availability Division at (512) 239-4600 to discuss.*

Additionally, all amendments require:

- **Worksheet 8.0 – Calculation of Fees; and Fees calculated – see instructions Page. 34**
- **Maps – See instructions Page. 15.**
- **Additional Documents and Worksheets may be required (see within).**

3. Bed and Banks. TWC § 11.042 (Instructions, Page 13)

- a. Pursuant to contract, Applicant requests authorization to convey, stored or conserved water to the place of use or diversion point of purchaser(s) using the bed and banks of a watercourse? TWC § 11.042(a). Y/N N

If yes, submit a signed copy of the Water Supply Contract pursuant to 30 TAC §§ 295.101 and 297.101. Further, if the underlying Permit or Authorization upon which the Contract is based does not authorize Purchaser's requested Quantity, Purpose or Place of Use, or Purchaser's diversion point(s), then either:

- 1. Purchaser must submit the worksheets required under Section 1 above with the Contract Water identified as an alternate source; or*
- 2. Seller must amend its underlying water right under Section 2.*

- b. Applicant requests to convey water imported into the state from a source located wholly outside the state using the bed and banks of a watercourse? TWC § 11.042(a-1). Y / N N

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps and fees from the list below.

- c. Applicant requests to convey Applicant's own return flows derived from privately owned groundwater using the bed and banks of a watercourse? TWC § 11.042(b). Y / N N

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.

- d. Applicant requests to convey Applicant's own return flows derived from surface water using the bed and banks of a watercourse? TWC § 11.042(c). Y / N N

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, Maps, and fees from the list below.

****Please note, if Applicant requests the reuse of return flows belonging to others, the Applicant will need to submit the worksheets and documents under Section 1 above, as the application will be treated as a new appropriation subject to termination upon direct or indirect reuse by the return flow discharger/owner.***

- e. Applicant requests to convey water from any other source, other than (a)-(d) above, using the bed and banks of a watercourse? TWC § 11.042(c). Y / N N

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.

Worksheets and information:

- **Worksheet 1.0 – Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir owned by the applicant through which water will be conveyed or diverted)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for the downstream limit of each diversion reach for the proposed conveyances)

- Worksheet 4.0 – Discharge Information Worksheet (for each discharge point)
- Worksheet 5.0 – Environmental Information Worksheet
- Worksheet 6.0 – Water Conservation Information Worksheet
- Worksheet 7.0 – Accounting Plan Information Worksheet
- Worksheet 8.0 – Calculation of Fees; and Fees calculated – see instructions Page. 34
- Maps – See instructions Page. 15.
- Additional Documents and Worksheets may be required (see within).

4. General Information, Response Required for all Water Right Applications (Instructions, Page 15)

- a. Provide information describing how this application addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement (*not required for applications to use groundwater-based return flows*). Include citations or page numbers for the State and Regional Water Plans, if applicable. Provide the information in the space below or submit a supplemental sheet entitled “Addendum Regarding the State and Regional Water Plans”:

See attached Supplemental Sheet entitled "Addendum Regarding the State and Regional Water Plans."

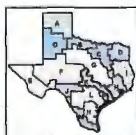
- b. Did the Applicant perform its own Water Availability Analysis? Y / N N

If the Applicant performed its own Water Availability Analysis, provide electronic copies of any modeling files and reports.

- c. Does the application include required Maps? (Instructions Page. 15) Y / N Y



Regional Water Planning Area - K - Lower Colorado



Disclaimer
The Texas Water Development Board (TWDB) neither warrants nor guarantees the accuracy, completeness, or timeliness of the information provided herein. The TWDB is not responsible for any errors or omissions, or for any consequences arising from the use of the information provided herein.



TEXAS WATER DEVELOPMENT BOARD
1800 WEST 10TH AVENUE
PO BOX 1212
AUSTIN, TEXAS 78711-0121
www.twdb.org
(512) 261-1700

Disclaimer
This map was prepared by the Texas Water Development Board (TWDB) for the purpose of providing information to the public. The TWDB is not responsible for any errors or omissions, or for any consequences arising from the use of the information provided herein.

- K - Lower Colorado
- County boundaries
- Cities, Towns and Villages
- Major Reservoirs and Lakes
- Major River Basins
- Major Rivers and Creeks

**Addendum Regarding the State and Regional Water Plans
(Technical Information Report ¶ 4.a.)**

Applicant's project is located in the Region K Planning Area. Neither the state nor the regional Plan address every possible change in individual water rights. The application is consistent with the 2021 Regional Water Plan and the 2022 State Water Plan because there is nothing in those plans that conflicts with the application and no plan water management strategy is based on the use or availability of the water covered by this application. Moreover, because this application relies upon existing permitted water held by the Lower Colorado River Authority already authorized for the types of beneficial uses Applicant intends to apply the water to, the application is consistent with the goals and objectives of maximizing the beneficial use of already appropriated state water, while avoiding the need to appropriate additional surface water to the same purposes.

WORKSHEET 1.0

Quantity, Purpose and Place of Use

1. New Authorizations (Instructions, Page. 16)

Submit the following information regarding quantity, purpose and place of use for requests for new or additional appropriations of State Water or Bed and Banks authorizations:

Quantity (acre- feet) <i>(Include losses for Bed and Banks)</i>	State Water Source (River Basin) or Alternate Source <i>*each alternate source (and new appropriation based on return flows of others) also requires completion of Worksheet 4.0</i>	Purpose(s) of Use	Place(s) of Use <i>*requests to move state water out of basin also require completion of Worksheet 1.1 Interbasin Transfer</i>
840	Water Sale Contract for Recreational Uses with LCRA	Livestock (wildlife), provide habitat (aquatic & terrestrial), recreational, including golf course irrigation, flood and erosion control.	5 Tracts containing 910.15 acres. See App. "A"

840 ac-ft Total amount of water (in acre-feet) to be used annually (*include losses for Bed and Banks applications*) pursuant to the LCRA Contract, not all of which will be used pursuant to this Application.

If the Purpose of Use is Agricultural/Irrigation for any amount of water, provide: N/A

a. Location Information Regarding the Lands to be Irrigated

- i) Applicant proposes to irrigate a ~~total~~ ^{part} of 150 acres in any one year.* This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of 910.15 acres in Travis County, TX.

- ii) Location of land to be irrigated: In the _____ Original Survey No. _____, Abstract No. _____.

A copy of the deed(s) or other acceptable instrument describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds.

See Attached Deed (Appendix "A")

If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.

Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.

* Note: Water contracted from LCRA (840 ac-ft) under existing permits will be used for Pond "E," and for irrigation of other portions of Applicant's land. This Application is limited to the use of a portion of that contracted water to maintain the elevation in Pond "E" to allow unappropriated state water to pass through the impounded structure.

N/A

2. Amendments - Purpose or Place of Use (Instructions, Page. 12)

- a. Complete this section for each requested amendment changing, adding, or removing Purpose(s) or Place(s) of Use, complete the following:

Quantity (acre- feet)	Existing Purpose(s) of Use	Proposed Purpose(s) of Use*	Existing Place(s) of Use	Proposed Place(s) of Use**
N/A	N/A	N/A	N/A	N/A

**If the request is to add additional purpose(s) of use, include the existing and new purposes of use under "Proposed Purpose(s) of Use."*

***If the request is to add additional place(s) of use, include the existing and new places of use under "Proposed Place(s) of Use."*

Changes to the purpose of use in the Rio Grande Basin may require conversion. 30 TAC § 303.43.

- b. For any request which adds Agricultural purpose of use or changes the place of use for Agricultural rights, provide the following location information regarding the lands to be irrigated:
- Applicant proposes to irrigate a total of _____ acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of _____ acres in _____ County, TX.
 - Location of land to be irrigated: In the _____ Original Survey No. _____, Abstract No. _____.

A copy of the deed(s) describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds. If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other legal right for Applicant to use the land described.

Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.

- Submit Worksheet 1.1, Interbasin Transfers, for any request to change the place of use which moves State Water to another river basin.
- See Worksheet 1.2, Marshall Criteria, and submit if required.
- See Worksheet 6.0, Water Conservation/Drought Contingency, and submit if required.

WORKSHEET 1.1

INTERBASIN TRANSFERS, TWC § 11.085

N/A

Submit this worksheet for an application for a new or amended water right which requests to transfer State Water from its river basin of origin to use in a different river basin. A river basin is defined and designated by the Texas Water Development Board by rule pursuant to TWC § 16.051.

Applicant requests to transfer State Water to another river basin within the State? Y / N_____

1. Interbasin Transfer Request (Instructions, Page. 20)

- a. Provide the Basin of Origin._____ N/A
- b. Provide the quantity of water to be transferred (acre-feet)._____ N/A
- c. Provide the Basin(s) and count(y/ies) where use will occur in the space below: N/A

2. Exemptions (Instructions, Page. 20), TWC § 11.085(v)

Certain interbasin transfers are exempt from further requirements. Answer the following:

- a. The proposed transfer, which in combination with any existing transfers, totals less than 3,000 acre-feet of water per annum from the same water right. Y/N__
- b. The proposed transfer is from a basin to an adjoining coastal basin? Y/N__
- c. The proposed transfer from the part of the geographic area of a county or municipality, or the part of the retail service area of a retail public utility as defined by Section 13.002, that is within the basin of origin for use in that part of the geographic area of the county or municipality, or that contiguous part of the retail service area of the utility, not within the basin of origin? Y/N__
- d. The proposed transfer is for water that is imported from a source located wholly outside the boundaries of Texas, except water that is imported from a source located in the United Mexican States? Y/N__

3. Interbasin Transfer Requirements (Instructions, Page. 20)

For each Interbasin Transfer request that is not exempt under any of the exemptions listed above Section 2, provide the following information in a supplemental attachment titled "Addendum to Worksheet 1.1, Interbasin Transfer":

- a. the contract price of the water to be transferred (if applicable) (also include a copy of the contract or adopted rate for contract water);
- b. a statement of each general category of proposed use of the water to be transferred and a detailed description of the proposed uses and users under each category;
- c. the cost of diverting, conveying, distributing, and supplying the water to, and treating the water for, the proposed users (example - expert plans and/or reports documents may be provided to show the cost);

- d. describe the need for the water in the basin of origin and in the proposed receiving basin based on the period for which the water supply is requested, but not to exceed 50 years (the need can be identified in the most recently approved regional water plans. The state and regional water plans are available for download at this website: (<http://www.twcbl.texas.gov/waterplanning/swp/index.asp>);
- e. address the factors identified in the applicable most recently approved regional water plans which address the following:
 - (i) the availability of feasible and practicable alternative supplies in the receiving basin to the water proposed for transfer;
 - (ii) the amount and purposes of use in the receiving basin for which water is needed;
 - (iii) proposed methods and efforts by the receiving basin to avoid waste and implement water conservation and drought contingency measures;
 - (iv) proposed methods and efforts by the receiving basin to put the water proposed for transfer to beneficial use;
 - (v) the projected economic impact that is reasonably expected to occur in each basin as a result of the transfer; and
 - (vi) the projected impacts of the proposed transfer that are reasonably expected to occur on existing water rights, instream uses, water quality, aquatic and riparian habitat, and bays and estuaries that must be assessed under Sections 11.147, 11.150, and 11.152 in each basin (*if applicable*). If the water sought to be transferred is currently authorized to be used under an existing permit, certified filing, or certificate of adjudication, such impacts shall only be considered in relation to that portion of the permit, certified filing, or certificate of adjudication proposed for transfer and shall be based on historical uses of the permit, certified filing, or certificate of adjudication for which amendment is sought;
- f. proposed mitigation or compensation, if any, to the basin of origin by the applicant; and
- g. the continued need to use the water for the purposes authorized under the existing Permit, Certified Filing, or Certificate of Adjudication, if an amendment to an existing water right is sought.

WORKSHEET 1.2

NOTICE. "THE MARSHALL CRITERIA"

This worksheet assists the Commission in determining notice required for certain **amendments** that do not already have a specific notice requirement in a rule for that type of amendment, and *that do not change the amount of water to be taken or the diversion rate*. The worksheet provides information that Applicant **is required** to submit for amendments such as certain amendments to special conditions or changes to off-channel storage. These criteria address whether the proposed amendment will impact other water right holders or the on-stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

*This worksheet is **not required** for Applications in the Rio Grande Basin requesting changes in the purpose of use, rate of diversion, point of diversion, and place of use for water rights held in and transferred within and between the mainstems of the Lower Rio Grande, Middle Rio Grande, and Amistad Reservoir. See 30 TAC § 303.42.*

*This worksheet is **not required** for amendments which are only changing or adding diversion points, or request only a bed and banks authorization or an IBT authorization. However, Applicants may wish to submit the Marshall Criteria to ensure that the administrative record includes information supporting each of these criteria*

1. The "Marshall Criteria" (Instructions, Page. 21)

Submit responses on a supplemental attachment titled "Marshall Criteria" in a manner that conforms to the paragraphs (a) – (g) below: **See Attached Statement.**

- a. Administrative Requirements and Fees. Confirm whether application meets the administrative requirements for an amendment to a water use permit pursuant to TWC Chapter 11 and Title 30 Texas Administrative Code (TAC) Chapters 281, 295, and 297. An amendment application should include, but is not limited to, a sworn application, maps, completed conservation plan, fees, etc.
- b. Beneficial Use. Discuss how proposed amendment is a beneficial use of the water as defined in TWC § 11.002 and listed in TWC § 11.023. Identify the specific proposed use of the water (e.g., road construction, hydrostatic testing, etc.) for which the amendment is requested.
- c. Public Welfare. Explain how proposed amendment is not detrimental to the public welfare. Consider any public welfare matters that might be relevant to a decision on the application. Examples could include concerns related to the well-being of humans and the environment.
- d. Groundwater Effects. Discuss effects of proposed amendment on groundwater or groundwater recharge.

- e. State Water Plan. Describe how proposed amendment addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement. The state and regional water plans are available for download at:
<http://www.twdb.texas.gov/waterplanning/swp/index.asp>.
- f. Waste Avoidance. Provide evidence that reasonable diligence will be used to avoid waste and achieve water conservation as defined in TWC § 11.002. Examples of evidence could include, but are not limited to, a water conservation plan or, if required, a drought contingency plan, meeting the requirements of 30 TAC Chapter 288.
- g. Impacts on Water Rights or On-stream Environment. Explain how the proposed amendment will not impact other water right holders or the on-stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

WORKSHEET 1.2

MARSHALL CRITERIA

While Applicant's permit does not involve an "amendment" to an existing permit, the Commission's "Marshall Criteria" provides an opportunity for Applicant to highlight aspects and characteristics of its proposed permit that enhances the foundation for its issuance. This is an application to use a portion of the water Applicant has contracted from the LCRA (Appendix "B") to maintain the elevation in a pond the Applicant plans to construct in the location of an existing exempt livestock pond on Applicant's Property pursuant to Section 11.143, Texas Water Code. The new pond, designated by Applicant as Pond "E" will serve multiple beneficial purposes, including (i) continuing to serve as a watering hole for wildlife (Livestock), (ii) providing a stable habitat for both terrestrial and aquatic species on a perennial basis, rather than its historic temporal character dependent upon rainfall events due to its location on a seasonal intermittent ephemeral water course, (iii) for water diverted under the LCRA contract from Lake Travis to be used also for irrigation of a golf course to be part of Applicant's development of the Property for recreational uses, and (iv) for erosion control and flood control, capturing rainfall events and facilitating the controlled release of the resulting stormwater flows in a Hill Country setting. Use of LCRA water to maintain the elevation of the pond will serve to avoid the impoundment of any unappropriated state waters in Pond "E."

- a. **Administrative Requirements and Fees.** Confirm whether application meets the administrative requirements for a water use permit pursuant to TWC Chapter 11 and Title 30 Texas Administrative Code (TAC) Chapters 281, 295, and 297, including, but not limited to, a sworn application, maps, completed conservation plan, fees, etc.

RESPONSE: Based upon a review of the Application, including a review of the requirements of Chapter 11, Texas Water Code, and Chapters 281, 295 and 297 of Title 30 of the Texas Administrative Code, Applicant believes that its Application to be complete. Applicant further believes its Application includes all of the required documentation, including maps and appropriate fees, and is, therefore, compliant with the requirements of Texas law.

- b. **Beneficial Use.** Discuss how proposed permit is a beneficial use of the water as defined in TWC § 11.002 and listed in TWC § 11.023. Identify the specific proposed use of the water (*e.g.*, road construction, hydrostatic testing, etc.) for which the permit is requested.

RESPONSE: The proposed permit provides aesthetic and practical benefits on multiple levels, *e.g.*, ecological, environmental, recreational and socio-economic by enhancing the stability of the water course where the Pond will be constructed over the footprint of the existing exempt livestock tank on an ephemeral intermittent seasonal Hill Country water course, facilitating a more perennial character for the development and maintenance of both an aquatic and terrestrial habitat, as well as storage for irrigation use, and erosion and

control during and immediate following rainfall events which will also enhance the supports of both riparian and riverine habitats, and collaterally benefitting the local economy of the region. By incorporating the contract use of water already permitted to LCRA and stored in Lake Travis, rather than pursuing the appropriation of limitedly available state water in the Colorado Basin, Applicant can accomplish its objectives while allowing the limitedly available state water to remain available for beneficial uses for other purposes by other permittees. Additionally, use of LCRA contract water also benefits groundwater resources in the region by reducing the need to drill and produce groundwater for the Applicant's beneficial purposes identified herein. As the LCRA contracted water is already appropriated for the purposes and at the location intended by Applicant, it is not a new appropriation of state water subject to the restrictions or limitations typically placed on the first time permitting of new appropriations of state water for environmental purposes.

- c. **Public Welfare.** Explain how the permit is not detrimental to the public welfare. Consider any public welfare matters that might be relevant to a decision on the application. Examples could include concerns related to the well-being of humans and the environment.

RESPONSE: Consistent with the beneficial uses described in paragraph b. above, the public welfare will be benefitted by having additional water supplies available for various beneficial uses that will provide potential drinking water supplies, water for irrigated agriculture for growing of food sources, and water available for industrial purposes including the generation of oil, gas and other energy sources necessary for the public welfare. The Applicant's plan to construct the proposed Pond "E" over the footprint of the historically exempt livestock pond and maintain the water elevation in the Pond using LCRA contracted water at a point that allows any inflows of unappropriated water into the Pond to pass through the Pond not only facilitates downstream flow of waters that historically were captured and impounded on an exempt basis, but the flood control aspects of Pond "E" will facilitate protection of the public and environment from undesirable downstream flooding and erosion that otherwise would threaten human life, wild life and property (both real and personal in character). All of the proposed uses and benefits associated with Applicant's request for authorization to use the LCRA contracted water, rather than either appropriate additional State Water or drill wells to produce groundwater for Applicant's intended beneficial uses described in the application, benefit the public welfare on multiple levels. Moreover, the objectives of Applicant's permit are consistent with the water needs and proposed strategies identified in both the Regional Plan and State Water Plan.

- d. **Groundwater Effects.** Discuss effects of permit on groundwater or groundwater recharge.

RESPONSE: The effects, if any, on groundwater or groundwater recharge should be positive. Applicant is not seeking an appropriation of any new water, but the right to beneficially use water already appropriated by LCRA pursuant to a contract. This not only

avoids the need for Applicant to pursue alternative water sources, *i.e.*, groundwater produced from regional aquifers to accomplish the same beneficial purposes, Applicant's plan to construct and maintain the on-channel impoundment over the footprint of the historically exempt livestock tank that was dependent upon unpredictable and drought susceptible rainfall patterns, provides opportunity for recharge to underlying aquifers. Any such recharge will enhance the availability of groundwater within the region. Additionally, Applicant's avoidance of developing groundwater resources for its planned beneficial purposes will have the beneficial effect of allowing fresh groundwater to remain *in situ*, and available for other purposes.

- e. **State Water Plan.** Describe how permit addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed beneficial reuse of groundwater based effluent is located or, in the alternative, describe conditions that warrant a waiver of this requirement. The state and regional water plans are available for download at: <http://www.twdb.texas.gov/waterplanning/swp/index.asp>.

RESPONSE: The Regional Water Plan incorporated into the State Water Plan, includes components for beneficial use of existing appropriated water rights as well as encourages conservation of available groundwater resources, in addition to identifying multiple demands for water to meet the needs of the Region's ever growing population. The above responses to the various Marshall Criterion enumerate multiple ways in which Applicant's permit addresses water supply needs consistent with both the Regional and State Water Plans. As the permit application does not contemplate either an appropriation of additional new state water, but rather the use of already appropriated, but unutilized state water for beneficial purposes, the criteria requirement for compliance with State Water Plan is not truly applicable, however, it is satisfied by the proposed use.

- f. **Waste Avoidance.** Provide evidence that reasonable diligence will be used to avoid waste and achieve water conservation as defined in TWC § 11.002. Examples of evidence could include, but are not limited to, a water conservation plan or, if required, a drought contingency plan, meeting the requirements of 30 TAC Chapter 288.

RESPONSE: The Applicant's contract's with LCRA contains both Water Conservation Plans and Drought Contingency Plans which are compliant with both Section 11.002, Texas Water Code, and Chapter 288, Title 30 of the Texas Administrative Code. Applicant intends to apply the criteria in these plans in the beneficial use of the LCRA contracted water.

- g. **Impacts on Water Rights or On-stream Environment.** Explain how the permit will not impact other water right holders or the on-stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

RESPONSE: Applicant's proposed permit to utilize beneficially existing appropriated water rights held by LCRA with storage in Lake Travis, pursuant to the LCRA Contract (Appendix "B") will not have a negative impact on either downstream water rights or on-stream environment. The impoundment at Lake Travis regulates and controls flows downstream of that impoundment which is subject to both terms and conditions of the LCRA permits, but also the separate LCRA's Water Management Plan for the operation of the Highland Lakes approved by TCEQ. As noted above, Applicant's proposed Permit will be built over the footprint of an existing historically exempt stock tank on an intermittent seasonal unnamed tributary which was susceptible to central Texas drought conditions. The proposed permit will result in a perennial pond that provides habitat, is not subject to the severe climatic conditions caused by drought, and will provide flood and erosion controls. The maintenance of the Pond's elevation to allow inflows of state water to pass through the Pond and continue downstream will help maintain some flow in that tributary which flows back into Lake Travis.

WORKSHEET 2.0

Impoundment/Dam Information

This worksheet is **required** for any impoundment, reservoir and/or dam. Submit an additional Worksheet 2.0 for each impoundment or reservoir requested in this application.

If there is more than one structure, the numbering/naming of structures should be consistent throughout the application and on any supplemental documents (e.g., maps).

1. Storage Information (Instructions, Page. 21)

- a. Official USGS name of reservoir, if applicable: N/A (Travis Club Golf Pond E)
- b. Provide amount of water (in acre-feet) impounded by structure at normal maximum operating level: 12.2 ac-ft.
- c. The impoundment is on-channel X or off-channel _____ (mark one)
 - i. Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? Y / N Y
 - ii. If on-channel, will the structure have the ability to pass all State Water inflows that Applicant does not have authorization to impound? Y / N Y
- d. Is the impoundment structure already constructed? Y / N N
 - i. For already constructed **on-channel** structures: N/A
 1. Date of Construction: TBD for Pond "E" *
 2. Was it constructed to be an exempt structure under TWC § 11.142? Y / N Y *
 - a. If Yes, is Applicant requesting to proceed under TWC § 11.143? Y / N Y
 - b. If No, has the structure been issued a notice of violation by TCEQ? Y / N N/A
 3. Is it a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure? Y / N N
 - a. If yes, provide the Site No. _____ and watershed project name _____;
 - b. Authorization to close "ports" in the service spillway requested? Y / N
 - ii. For **any** proposed new structures or modifications to structures:
 1. Applicant **must** contact TCEQ Dam Safety Section at (512) 239-0326, *prior to submitting an Application*. Applicant has contacted the TCEQ Dam Safety Section regarding the submission requirements of 30 TAC, Ch. 299? Y / N Y
Provide the date and the name of the Staff Person Gunnar Dubke, P.E.
 2. As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that: **** (SEE BELOW)**
 - a. No additional dam safety documents required with the Application. Y / N
 - b. Plans (with engineer's seal) for the structure required. Y / N
 - c. Engineer's signed and sealed hazard classification required. Y / N
 - d. Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. Y / N

*** Note: Pond "E" will be constructed on, and engulf the entirety of, the footprint of an existing historically exempt livestock pond.**

**** Dam safety is reviewing Applicant's submission of plans and specifications for Pond "E" to make these determinations.**

3. Applicants **shall** give notice by certified mail to each member of the governing body of each county and municipality in which the reservoir, or any part of the reservoir to be constructed, will be located. (30 TAC § 295.42). Applicant must submit a copy of all the notices and certified mailing cards with this Application. Notices and cards are included? Y / N Y

iii. Additional information required for **on-channel** storage:

1. Surface area (in acres) of on-channel reservoir at normal maximum operating level: 2.4 acres.
2. Based on the Application information provided, Staff will calculate the drainage area above the on-channel dam or reservoir. If Applicant wishes to also calculate the drainage area they may do so at their option. Applicant has calculated the drainage area. Y/N Y
If yes, the drainage area is 198 acres ~~xxxxxxx~~
(If assistance is needed, call the Surface Water Availability Team prior to submitting the application, (512) 239-4600).

2. Structure Location (Instructions, Page. 23)

- a. On Watercourse (if on-channel) (USGS name): Unnamed tributary to Lake Travis
- b. Zip Code: _____
- c. In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.

** A copy of the deed(s) with the recording information from the county records must be submitted describing the tract(s) that include the structure and all lands to be inundated. See Appendix "A" for copy of Deed.*

***If the Applicant is not currently the sole owner of the land on which the structure is or will be built and sole owner of all lands to be inundated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.*

- d. A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off-channel) is:

Latitude 30.3890659 °N, Longitude -98.0328654 °W.

**Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places*

- i. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): Mapping Program
- ii. Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. Y / N Y

WORKSHEET 3.0

DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet **is required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g., maps).

1. Diversion Information (Instructions, Page. 24)

a. This Worksheet is to add new (select 1 of 3 below):

Lat. 30.3804743/ Long. -98.021433 (see Appendix "C")

1. 1 Diversion Point No. (Lake Barge)
2. Upstream Limit of Diversion Reach No.
3. Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** cfs (cubic feet per second)
or 1 MGD ~~gpm (gallons per minute)~~ (Million Gallons per Day)

c. Does this point share a diversion rate with other points? Y / N N
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* N/A cfs or N/A gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? Y / N N/A

*** An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

e. Check (✓) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed):

Check one		Write: Existing or Proposed
<input type="checkbox"/>	Directly from stream	
<input checked="" type="checkbox"/>	From an on-channel reservoir	LCRA's Lake Travis
<input type="checkbox"/>	From a stream to an on-channel reservoir	
<input type="checkbox"/>	Other method (explain fully, use additional sheets if necessary)	

f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is approx. 1300 sq. miles. at Mansfield Dam
(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Lake Travis on the Colorado River
- b. Zip Code:
- c. Location of point: In the Original Survey No. , Abstract No. County, Texas.

*A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure. ****

For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.

- d. Point is at:
Latitude 30.3804743 °N, Longitude -98.021433 °W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places See Map attached as Appendix "C".
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): Mapping Program
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15. See Appendix "C"
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion. N/A

***** See Appendices "A" (Deed for Land where new Pond E to be located), "B" (LCRA Recreation Water Contract), "C" (Map depicting location and coordinates for barge location in Lake Travis), and "D" (Drawings of proposed Pond "E").**

WORKSHEET 4.0 DISCHARGE INFORMATION

N/A

This worksheet required for any requested authorization to discharge water into a State Watercourse for conveyance and later withdrawal or in-place use. Worksheet 4.1 is also required for each Discharge point location requested. **Instructions Page. 26. Applicant is responsible for obtaining any separate water quality authorizations which may be required and for insuring compliance with TWC, Chapter 26 or any other applicable law.**

- a. The purpose of use for the water being discharged will be _____.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses _____ (% or amount) and explain the method of calculation: _____.
- c. Is the source of the discharged water return flows? Y / N ____ If yes, provide the following information:
 1. The TPDES Permit Number(s). _____ (attach a copy of the current TPDES permit(s))
 2. Applicant is the owner/holder of each TPDES permit listed above? Y / N ____

PLEASE NOTE: If Applicant is not the discharger of the return flows, or the Applicant is not the water right owner of the underlying surface water right, or the Applicant does not have a contract with the discharger, the application should be submitted under Section 1, New or Additional Appropriation of State Water, as a request for a new appropriation of state water. If Applicant is the discharger, the surface water right holder, or the contract holder, then the application should be submitted under Section 3, Bed and Banks.

3. Monthly WWTP discharge data for the past 5 years in electronic format. (Attach and label as "Supplement to Worksheet 4.0").
 4. The percentage of return flows from groundwater _____, surface water _____?
 5. If any percentage is surface water, provide the base water right number(s) _____.
- d. Is the source of the water being discharged groundwater? Y / N ____ If yes, provide the following information:
 1. Source aquifer(s) from which water will be pumped: _____
 2. If the well has not been constructed, provide production information for wells in the same aquifer in the area of the application. See <http://www.twdb.texas.gov/groundwater/data/gwdbbrpt.asp>. Additionally, provide well numbers or identifiers _____
 3. Indicate how the groundwater will be conveyed to the stream or reservoir.
 4. A copy of the groundwater well permit if it is located in a Groundwater Conservation District (GCD) or evidence that a groundwater well permit is not required.
 - di. Is the source of the water being discharged a surface water supply contract? Y / N ____ If yes, provide the signed contract(s).
 - dii. Identify any other source of the water _____

N/A

WORKSHEET 4.1

DISCHARGE POINT INFORMATION

This worksheet is required for **each** discharge point. Submit one Worksheet 4.1 for each discharge point. If there is more than one discharge point, the numbering of the points should be consistent throughout the application and on any supplemental documents (e.g., maps).
Instructions, Page 27.

For water discharged at this location provide:

- a. The amount of water that will be discharged at this point is _____ acre-feet per year. The discharged amount should include the amount needed for use and to compensate for any losses.
- b. Water will be discharged at this point at a maximum rate of _____ cfs or _____ gpm.
- c. Name of Watercourse as shown on Official USGS maps: _____
- d. Zip Code _____
- e. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.
- f. Point is at:
Latitude _____°N, Longitude _____°W.
**Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places*
- g. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): _____

Map submitted must clearly identify each discharge point. See instructions Page. 15.

WORKSHEET 5.0
ENVIRONMENTAL INFORMATION **(Lake Barge**
Diversion Point)

1. Impingement and Entrainment

This section is required for any new diversion point that is not already authorized. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on any new diversion structure that is not already authorized in a water right). **Instructions, Page 28.**

LCRA's Lake Travis Permits, and the LCRA Recreational Water Contract authorize diversions around the perimeter of the Lake. The proposed Lake Barge diversion point is located proximate to the Lake Travis Shore Line. See Appendix "C"

2. New Appropriations of Water (Canadian, Red, Sulphur, and Cypress Creek Basins only) and Changes in Diversion Point(s)

This section is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins and in all basins for requests to change a diversion point. **Instructions, Page 30.**

Description of the Water Body at each Diversion Point or Dam Location. (Provide an Environmental Information Sheet for each location),

a. Identify the appropriate description of the water body.

☐ St

☒ Reservoir (Lake Travis as source of water) (see Appendix "C")

Average depth of the entire water body, in feet: approximately 62 feet

☐ Other, specify: _____

b. Flow characteristics

If a stream, was checked above, provide the following. For new diversion locations, check one of the following that best characterize the area downstream of the diversion (check one). **N/A**

☐ Intermittent - dry for at least one week during most years

☐ Intermittent with Perennial Pools - enduring pools

☐ Perennial - normally flowing

Check the method used to characterize the area downstream of the new diversion location.

☐ USGS flow records

☐ Historical observation by adjacent landowners

- | | |
|-------------------------|---|
| c. Waterbody aesthetics | N/A The proposed location of Pond "E" is on an ephemeral intermittent seasonal unnamed tributary. |
|-------------------------|---|

- ☐ Wilderness: outstanding natural beauty; usually wooded or unpastured area; water clarity exceptional
- ☐ Natural Area: trees and/or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored
- ☐ Common Setting: not offensive; developed but uncluttered; water may be colored or turbid
- ☐ Offensive: stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

- ☐ Primary contact recreation (swimming or direct contact with water)
- ☐ Secondary contact recreation (fishing, canoeing, or limited contact with water)
- ☐ Non-contact recreation

- No wetlands will be impacted. The proposed Pond "E" is to be constructed on the footprint of an existing exempt stock tank located on an ephemeral intermittent seasonal unnamed tributary.**

3. Alternate Sources of Water and/or Bed and Banks Applications

This section is required for applications using an alternate source of water and bed and banks applications in any basins. **Instructions, page 31.**

- a. For all bed and banks applications: **N/A**
- i. Submit an assessment of the adequacy of the quantity and quality of flows remaining after the proposed diversion to meet instream uses and bay and estuary freshwater inflow requirements.

- b. For all alternate source applications: **The LCRA Recreational Use Water Contract (Exhibit "B") is the alternative water source.**

- i. If the alternate source is treated return flows, provide the TPDES permit number N/A
- ii. If groundwater is the alternate source, or groundwater or other surface water will be discharged into a watercourse provide: **N/A**
Reasonably current water chemistry information including but not limited to the following parameters in the table below. Additional parameters may be requested if there is a specific water quality concern associated with the aquifer from which water is withdrawn. If data for onsite wells are unavailable; historical data collected from similar sized wells drawing water from the same aquifer may be provided. However, onsite data may still be required when it becomes available. Provide the well number or well identifier. Complete the information below for each well and provide the Well Number or identifier.

Parameter	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
Sulfate, mg/L					
Chloride, mg/L					
Total Dissolved Solids, mg/L					
pH, standard units					
Temperature*, degrees Celsius					

* Temperature must be measured onsite at the time the groundwater sample is collected.

- iii. If groundwater will be used, provide the depth of the well N/A and the name of the aquifer from which water is withdrawn_____.

WORKSHEET 6.0

Water Conservation/Drought Contingency Plans

This form is intended to assist applicants in determining whether a Water Conservation Plan and/or Drought Contingency Plans is required and to specify the requirements for plans.
Instructions, Page 31.

The TCEQ has developed guidance and model plans to help applicants prepare plans. Applicants may use the model plan with pertinent information filled in. For assistance submitting a plan call the Resource Protection Team (Water Conservation staff) at 512-239-4600, or e-mail wras@tceq.texas.gov. The model plans can also be downloaded from the TCEQ webpage. Please use the most up-to-date plan documents available on the webpage.

1. Water Conservation Plans

- a. The following applications must include a completed Water Conservation Plan (30 TAC § 295.9) for each use specified in 30 TAC, Chapter 288 (municipal, industrial or mining, agriculture – including irrigation, wholesale): **The recreational Water Use Contract with LCRA includes Water Cons. and Drought Management Plans.**
1. Request for a new appropriation or use of State Water. **See Appendix "B"**
 2. Request to amend water right to increase appropriation of State Water.
 3. Request to amend water right to extend a term.
 4. Request to amend water right to change a place of use.
**does not apply to a request to expand irrigation acreage to adjacent tracts.*
 5. Request to amend water right to change the purpose of use.
**applicant need only address new uses.*
 6. Request for bed and banks under TWC § 11.042(c), when the source water is State Water.
**including return flows, contract water, or other State Water.*
- b. If Applicant is requesting any authorization in section (1)(a) above, indicate each use for which Applicant is submitting a Water Conservation Plan as an attachment: **N/A - request is for recreational, livestock (wildlife) water and habitat, and flood control, irrigation and recreation.**
1. ____Municipal Use. See 30 TAC § 288.2. **
 2. ____Industrial or Mining Use. See 30 TAC § 288.3.
 3. ____Agricultural Use, including irrigation. See 30 TAC § 288.4.
 4. ____Wholesale Water Suppliers. See 30 TAC § 288.5. **
- **If Applicant is a water supplier, Applicant must also submit documentation of adoption of the plan. Documentation may include an ordinance, resolution, or tariff, etc. See 30 TAC §§ 288.2(a)(1)(J)(i) and 288.5(1)(H). Applicant has submitted such documentation with each water conservation plan? Y / N N/A**
- c. Water conservation plans submitted with an application must also include data and information which: supports applicant's proposed use with consideration of the plan's water conservation goals; evaluates conservation as an alternative to the proposed

appropriation; and evaluates any other feasible alternative to new water development.
See 30 TAC § 288.7.
Applicant has included this information in each applicable plan? Y / N____

2. Drought Contingency Plans

- a. A drought contingency plan is also required for the following entities if Applicant is requesting any of the authorizations in section (1) (a) above – indicate each that applies: ★
1. ____Municipal Uses by public water suppliers. See 30 TAC § 288.20. **N/A**
 2. ____Irrigation Use/ Irrigation water suppliers. See 30 TAC § 288.21.
 3. ____Wholesale Water Suppliers. See 30 TAC § 288.22.
- b. If Applicant must submit a plan under section 2(a) above, Applicant has also submitted documentation of adoption of drought contingency plan (*ordinance, resolution, or tariff, etc. See 30 TAC § 288.30*) Y / N____

*** As noted above, the Applicant's LCRA Recreational Water Supply Contract includes both Water Conservation and Drought Management Plans. These Plans are supplemented by Applicant's intent to comply with applicable LCRA regulations and curtailment orders, as well as applicable regulations and permit terms issued by TCEQ. See Appendix "B."**

WORKSHEET 7.0

ACCOUNTING PLAN INFORMATION WORKSHEET

The following information provides guidance on when an Accounting Plan may be required for certain applications and if so, what information should be provided. An accounting plan can either be very simple such as keeping records of gage flows, discharges, and diversions; or, more complex depending on the requests in the application. Contact the Surface Water Availability Team at 512-239-4600 for information about accounting plan requirements, if any, for your application. **Instructions, Page 34.**

Applicant does not believe an Accounting Plan is needed.

1. Is Accounting Plan Required

Accounting Plans are generally required: **N/A**

- For applications that request authorization to divert large amounts of water from a single point where multiple diversion rates, priority dates, and water rights can also divert from that point;
- For applications for new major water supply reservoirs;
- For applications that amend a water right where an accounting plan is already required, if the amendment would require changes to the accounting plan;
- For applications with complex environmental flow requirements;
- For applications with an alternate source of water where the water is conveyed and diverted; and
- For reuse applications.

2. Accounting Plan Requirements

a. A **text file** that includes: **N/A**

1. an introduction explaining the water rights and what they authorize;
2. an explanation of the fields in the accounting plan spreadsheet including how they are calculated and the source of the data;
3. for accounting plans that include multiple priority dates and authorizations, a section that discusses how water is accounted for by priority date and which water is subject to a priority call by whom; and
4. Should provide a summary of all sources of water.

b. A **spreadsheet** that includes: **N/A**

1. Basic daily data such as diversions, deliveries, compliance with any instream flow requirements, return flows discharged and diverted and reservoir content;
2. Method for accounting for inflows if needed;
3. Reporting of all water use from all authorizations, both existing and proposed;
4. An accounting for all sources of water;
5. An accounting of water by priority date;
6. For bed and banks applications, the accounting plan must track the discharged water from the point of delivery to the final point of diversion;
7. Accounting for conveyance losses;
8. Evaporation losses if the water will be stored in or transported through a reservoir. Include changes in evaporation losses and a method for measuring reservoir content resulting from the discharge of additional water into the reservoir;
9. An accounting for spills of other water added to the reservoir; and
10. Calculation of the amount of drawdown resulting from diversion by junior rights or diversions of other water discharged into and then stored in the reservoir.

WORKSHEET 8.0 CALCULATION OF FEES

This worksheet is for calculating required application fees. Applications are not Administratively Complete until all required fees are received. **Instructions, Page. 34**

1. NEW APPROPRIATION

	Description	Amount (\$)
Filing Fee	Circle fee correlating to the total amount of water* requested for any new appropriation and/or impoundment. Amount should match total on Worksheet 1, Section 1. Enter corresponding fee under Amount (\$) . <u>In Acre-Feet</u> a. Less than 100 \$100.00 b. 100 - 5,000 \$250.00 c. 5,001 - 10,000 \$500.00 d. 10,001 - 250,000 \$1,000.00 e. More than 250,000 \$2,000.00	\$100.00
Recording Fee		\$25.00
Agriculture Use Fee	<i>Only for those with an Irrigation Use.</i> Multiply 50¢ x _____ Number of acres that will be irrigated with State Water. **	
Use Fee	<i>Required for all Use Types, excluding Irrigation Use.</i> Multiply \$1.00 x _____ Maximum annual diversion of State Water in acre-feet. **	
Recreational Storage Fee	<i>Only for those with Recreational Storage.</i> Multiply \$1.00 x _____ acre-feet of in-place Recreational Use State Water to be stored at normal max operating level.	
Storage Fee	<i>Only for those with Storage, excluding Recreational Storage.</i> Multiply 50¢ x _____ acre-feet of State Water to be stored at normal max operating level.	
Mailed Notice	Cost of mailed notice to all water rights in the basin. Contact Staff to determine the amount (512) 239-4600.	
TOTAL		\$

2. AMENDMENT OR SEVER AND COMBINE

	Description	Amount (\$)
Filing Fee	Amendment: \$100 OR Sever and Combine: \$100 x _____ of water rights to combine	
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$

3. BED AND BANKS

	Description	Amount (\$)
Filing Fee		\$100.00
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$ 125.00

Appendix “A”

Deed to Travis Club Properties
where new Pond “E” to be located



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Jul 22, 2021 02:46 PM Fee: \$98.00

2021163725

Electronically Recorded

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS: THAT

COUNTY OF TRAVIS §

ROX B. COVERT, as to his 1/3rd undivided interest, DANAY C. COVERT, as to his 1/3rd undivided interest and Lynne S. Covert, Independent Executor of the ESTATE OF DUKE M. COVERT, DECEASED, whose Will was duly probated in Cause Number C-1-PB-21-000119 in Probate Court No. 1 of Travis County, Texas, as to the Estate's 1/3rd undivided interest (collectively, "**Grantor**"), for the consideration hereinafter stated, to Granter in hand paid by HH-CH-B BLUE LAKE, LLC, a Delaware limited liability company ("**Grantee**"), whose mailing address is 1111 West 11th Street, Austin, Texas 78703, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to in this deed, the following described property:

- (1) That certain real property in Travis County, Texas, which is described on Exhibit "A" attached to and incorporated in this deed by reference, together with all oil, gas, and other minerals in or under the surface thereof, and all executory leasing rights with respect thereto (the "**Land**");
- (2) All buildings, structures, parking areas, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to in this deed collectively as the "**Improvements**"); and
- (3) All appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to: (a) all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land; (b) all strips or pieces of land abutting, bounding, or adjacent to the Land; (c) all claims and causes of action of any kind or nature relating to or concerning the Land and/or the Improvements; (d) all governmental approvals and/ or permits relating to or benefiting the Land; and (e) all utility service rights, permits and/or commitments relating to or benefiting the Land (all of the foregoing being referred to in this deed collectively as the "**Appurtenances**").

The Land, Improvements, and Appurtenances are collectively referred to in this deed as the "**Property**".

BUYER ACCEPTS THE PROPERTY "AS IS, WHERE IS" WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS MADE BY SELLER, AN AGENT OF SELLER OR ANY THIRD PARTY WITH RESPECT TO THE PROPERTY EXCEPT THE WARRANTY OF TITLE HEREAFTER PROVIDED.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to in this deed, Grantor does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Granter, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters listed on **Exhibit "B"** attached to and incorporated in this deed by reference, to the extent the same are valid, subsisting, and affect the Property; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

SIGNATURE PAGES FOLLOW

EXECUTED AND DELIVERED as of the 22 day of July, 2021.



ROX B. COVERT

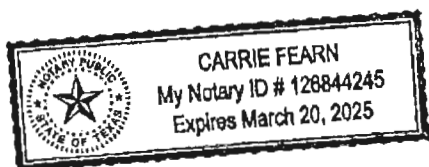
THE STATE OF TEXAS

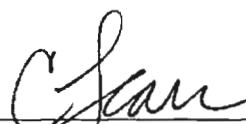
COUNTY OF Travis

§
§
§

This instrument was acknowledged before me on July 21, 2021, by ROX B. COVERT.


[NOTARIAL SEAL]





Notary Public in and for The State of Texas
Print Name: Carrie Fearn
My Commission Expires: 03/20/2025

EXECUTED AND DELIVERED as of the 27 day of July, 2021.



DANAY C. COVERT

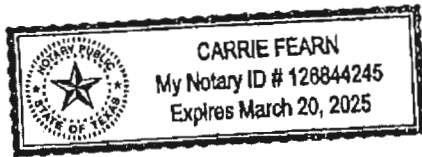
THE STATE OF TEXAS


COUNTY OF Travis

§
§
§

This instrument was acknowledged before me on July 21, 2021, by DANAY C. COVERT.

[NOTARIAL SEAL]





Notary Public in and for The State of Texas
Print Name: Carrie Fearn
My Commission Expires: 03/20/2025

EXECUTED AND DELIVERED as of the 22 day of July, 2021.

Lynne S. Covert, Executor

Lynne S. Covert, Independent Executor of the
Estate of Duke M. Covert, Deceased, whose Will
was duly probated in Cause Number C-1-PB-21-
000119 in Probate Court No. 1 of Travis County,
Texas

STATE OF TEXAS

§

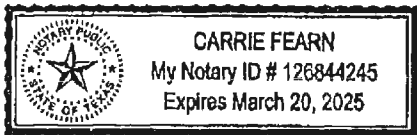
§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on the 21 day of July, 2021, by Lynne S. Covert, Independent Executor of the Estate of Duke M. Covert, Deceased, whose Will was duly probated in Cause Number C-1-PB-21-000119 in Probate Court No. 1 of Travis County, Texas, on behalf of said estate.

[SEAL]



C. Fearn
Notary Public, State of Texas

After recording, return to:

EXHIBIT "A"
LEGAL DESCRIPTION

Tract 1:

157.98 acres of land, more or less, out of the GEORGE H. COX SURVEY NO. 46, ABSTRACT NO. 2564, in Travis County, Texas, being all that same property called Tract One in Substitute Trustee's Deed and Bill of Sale dated September 1, 2009, recorded in Document No. 2009148814, of the Official Public Records of Travis County, Texas; said 157.98 acre tract being more particularly described by metes & bounds in Exhibit "A-1" attached hereto and made a part hereof.

Tract 2:

116.21 acres of land, more or less, out of the BEATY, SEALE & FORWOOD SURVEY NO. 45, ABSTRACT NO. 131, in Travis County, Texas, being all that same property called Tract Two in Substitute Trustee's Deed and Bill of Sale dated September 1, 2009, recorded in Document No. 2009148814, of the Official Public Records of Travis County, Texas; said 116.21 acre tract being more particularly described by metes & bounds in Exhibit "A-2" attached hereto and made a part hereof.

Tract 3:

117.77 acres of land, more or less, out of the J.B. MILAM SURVEY NO. 643, ABSTRACT NO. 2197, and the GEORGE H. COX SURVEY NO. 46, ABSTRACT NO. 2564, in Travis County, Texas, being all that same property called Tract Three in Substitute Trustee's Deed and Bill of Sale dated September 1, 2009, recorded in Document No. 2009148814, of the Official Public Records of Travis County, Texas; said 117.77 acre tract being more particularly described by metes & bounds in Exhibit "A-3" attached hereto and made a part hereof.

Tract 4:

17.19 acres of land, more or less, out of the J.W. BROWN SURVEY NO. 44, ABSTRACT NO. 2650, in Travis County, Texas, being all that same property called Tract Four in Substitute Trustee's Deed and Bill of Sale dated September 1, 2009, recorded in Document No. 2009148814, of the Official Public Records of Travis County, Texas; said 17.19 acre tract being more particularly described by metes & bounds in Exhibit "A-4" attached hereto and made a part hereof.

Tract 5:

501.01 acres of land, more or less, out of the BEATY, SEALE & FORWOOD SURVEY NO. 41, ABSTRACT NO. 133, in Travis County, Texas, being all that same property called Tract Five in Substitute Trustee's Deed and Bill of Sale dated September 1, 2009, recorded in Document No. 2009148814, of the Official Public Records of Travis County, Texas; said 501.01 acre tract being more particularly described by metes & bounds in Exhibit "A-5" attached hereto and made a part hereof.

SAVE & EXCEPT FROM TRACT 5, the following 1.000 acre tract of land, more or less, being a Director's Lot for Vista MUD, as conveyed in the following Special Warranty Deeds recorded in Document Nos. 2010005935, 2010058730, 2016137185, 2018195721, 2018195722, being re-recorded in 2018195735.

EXHIBIT "A-1"
157.98 ACRE LEGAL DESCRIPTION

Tract 1

BEING 157.98 ACRES OF LAND LOCATED IN THE GEORGE H. COX SURVEY NO. 46, ABSTRACT 2564, IN TRAVIS COUNTY, TEXAS, SAID 157.98 ACRES BEING ALL OF THAT CERTAIN CALLED 158.244 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 3571, PAGE 1197 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 157.98 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/4-inch iron rod found for the southeast corner of said 157.98 acre tract, same being the northeast corner of that certain 0.576 acre tract conveyed to Wayne and Roxanne Schoen by deed recorded in Volume 8700, Page 622 of the Deed Records of Travis County, Texas, said iron rod also being in the west line of that certain 117.77 acre tract described in Volume 2013, Page 246 of the Deed Records of Travis County, Texas;

THENCE westerly along said common line between said 0.576 acre tract, and that certain 0.508 acre tract conveyed to Wayne and Roxanne Schoen by deed recorded in Volume 9927, Page 113 of the Deed Records of Travis County, Texas, and that certain 0.396 acre tract conveyed to John and Sharon Olson by deed recorded in Volume 9752, Page 445 of the Deed Records of Travis County, Texas, and that certain 1.988 acre tract described in quit claim deed to Milton Jones in instrument recorded in Document No. 2005026244 of the Official Public Records of Travis County, Texas and the herein described 157.98 acre tract the following six (6) courses:

1. S 79°12'13" W a distance of 252.63 feet to a cedar fence post found for corner;
2. S 80°08'52" W a distance of 365.15 feet to a cedar fence post found for corner;
3. S 80°37'03" W a distance of 289.93 feet to a cedar fence post found for corner;
4. S 49°29'18" W a distance of 268.59 feet to a cedar fence post found for corner;
5. S 11°02'48" W a distance of 137.26 feet to a cedar fence post found for corner;
6. S 59°36'08" W a distance of 281.15 feet to a cedar fence post found for the most southerly corner of the herein described 157.98 acre tract, said fence corner being in the northeast line of that certain 68.910 acre tract conveyed to the Capitol Rod and Gun Club by deed recorded in Volume 1682, Page 263 of the Deed Records of Travis County, Texas;

THENCE N 40°07'11" W along the common line between said 68.910 acre tract and the herein described 157.98 acre tract a distance of 2,266.35 feet to a cedar fence corner post found for the southwest corner of the herein described 157.98 acre tract in the east line of Siesta Shores Drive;

THENCE northerly and easterly along the common line between said Siesta Shores Drive and the herein described 157.98 acre tract the following four (4) courses:

1. N 28°50'11" E a distance of 2,233.48 feet to a 1/2-inch iron pipe found for corner;

2. N 73°39'21" E a distance of 291.19 feet to a ½-inch iron pipe found for corner;
3. N 87°56'10" E a distance of 165.95 feet to a cedar fence corner post found for corner;
4. S 61°11'43" E a distance of 1,052.98 feet to a cedar fence post found for corner in the west line of Lot 1, Sesta Shores Section II recorded in Volume 86, Page 10d of the Plat Records of Travis County, Texas;

THENCE S 12°51'04" W along the common line between said Lot 1, Lot 15 & Lot 16 of said Sesta Shores Section II and the herein described 157.98 acre tract a distance of 983.69 feet to a ½-inch iron pipe found for the northwest corner of the aforementioned 117.77 acre tract;

THENCE easterly and southerly along the common line between said 117.77 acre tract and the herein described 157.98 acre tract the following three (3) courses:

1. S 60°53'32" E a distance of 1,018.26 feet to a ½-inch iron pipe found for corner;
2. S 13°25'44" W a distance of 767.57 feet to a ½-inch iron pipe found for corner;
3. S 13°28'40" W a distance of 473.73 feet to the POINT OF BEGINNING of the herein described tract and containing 157.98 acres of land, more or less.

EXHIBIT "A-2"
116.21 ACRE LEGAL DESCRIPTION

Tract 2

BEING 116.21 ACRES OF LAND LOCATED IN THE BEATY, SEAL & FORWARD SURVEY NO 45, ABSTRACT 131, IN TRAVIS COUNTY, TEXAS, SAID 116.21 ACRES BEING THE REMAINDER OF THAT CERTAIN CALLED 125.25 ACRE TRACT DESCRIBED AS FIRST TRACT IN DEED RECORDED IN VOLUME 3049, PAGE 1714 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 116.21 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the northwest corner of said 116.21 acre tract, same being the southwest corner of that certain 501.01 acre tract being a portion of the Second Tract and Third Tract described in the aforementioned deed recorded in Volume 3049, Page 1714 of the Deed Records of Travis County, Texas, said iron rod also being in the east line of that certain 298 acre tract conveyed to the Holmes Family Properties Ltd. as Fourth Tract in deed recorded in Volume 13019, Page 1028 of the Official Public Records of Travis County, Texas;

THENCE S 61°29'38" E along the common line between said 501.01 acre tract and the herein described 116.21 acre tract a distance of 2,619.70 feet to a 1/2-inch iron rod with cap stamped "McAngus Surveying" set for the northeast corner of the herein described 116.21 acre tract in the west line of Siesta Shores Drive (60' ROW);

THENCE southerly and westerly along the common line between said Siesta Shores Drive and the herein described 116.21 acre tract the following seven (7) courses:

7. S 28°51'10" W a distance of 2,333.69 feet to a 1/2-inch iron pipe found for corner;
8. S 63°58'38" W a distance of 98.15 feet to a 1/2-inch iron pipe found for corner;
9. N 80°52'34" W a distance of 390.22 feet to a 1/2-inch iron pipe found for the beginning of a curve to the right;
10. a distance of 208.73 feet along the arc of said curve to the right having a central angle of 17°37'06", a radius of 678.79 feet and a chord which bears N 72°02'18" W a distance of 207.91 feet to a 1/2-inch iron pipe found for the end of said curve;
11. N 63°17'39" W a distance of 102.97 feet to a 1/2-inch iron pipe found for the beginning of a curve to the left;
12. a distance of 293.82 feet along the arc of said curve to the left having a central angle of 09°35'36", a radius of 1,754.83 feet and a chord which bears N 68°02'47" W a distance of 194.47 feet to a 1/2-inch iron pipe found for the end of said curve;
13. N 36°46'12" W a distance of 137.02 feet to a cedar fence post found for corner at the intersection of said north line of Siesta Shores Drive with the east line of Bee Creek Road as fenced and used upon the ground;

THENCE northerly along the common line between said east line of Bee Creek Road and the west line of

the herein described 116.21 acre tract the following four (4) courses:

1. N 06°03'23" W a distance of 1,014.64 feet to a cedar fence post found for corner;
2. N 07°06'26" E a distance of 591.30 feet to a cedar fence post found for corner;
3. N 16°05'31" W a distance of 572.62 feet to a cedar fence post found for corner;
4. N 44°21'33" W a distance of 278.21 feet to a 1/2-inch iron rod found for the southeast corner of that certain 1.71 acre tract conveyed to Southwestern Bell Telephone Company by deed recorded in Volume 5259, Page 564 of the Deed Records of Travis County, Texas;

N 28°49'57" E along the common line between said 1.72 acre tract and the herein described 116.21 acre tract a distance of 386.46 feet to a 1/2-inch iron rod found for the northeast corner of said 1.72 acre tract, same being an exterior ell corner of the aforementioned 298 acre tract;

THENCE N 28°28'47" E along the common line between said 298 acre tract and the herein described 116.21 acre tract a distance of 298.32 feet to the POINT OF BEGINNING of the herein described tract and containing 116.21 acres of land, more or less.

EXHIBIT "A-3"
117.77 ACRE LEGAL DESCRIPTION

Tract 3

BEING 117.77 ACRES OF LAND LOCATED IN THE J.B. MILAM SURVEY NO. 643, ABSTRACT 2197 AND THE GEORGE H. COX SURVEY NO. 46, ABSTRACT 2564, IN TRAVIS COUNTY, TEXAS, SAID 117.77 ACRES BEING ALL OF THAT CERTAIN CALLED 117.99 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 2013, PAGE 246 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 117.77 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found in the west line of said 117.77 acre tract, same being the northeast corner of that certain 0.576 acre tract conveyed to Wayne and Rosemarie Schoen by deed recorded in Volume 8700, Page 622 of the Deed Records of Travis County, Texas, said iron rod also being in the southeast corner of that certain 157.98 acre tract described in deed recorded in Volume 3571, Page 1197 of the Deed Records of Travis County, Texas;

THENCE northerly along said common line between said 157.98 acre tract and the herein described 117.77 acre tract the following three (3) courses:

14. N 13°28'40" E a distance of 473.73 feet to a 1/2-inch iron pipe found for corner;
15. N 13°25'44" E a distance of 767.57 feet to a 1/2-inch iron pipe found for corner;
16. N 60°53'32" W a distance of 1,018.26 feet to a 1/2-inch iron pipe found for the northwest corner of the herein described 117.77 acre tract, same being the southwest corner of Lot 16, Siesta Shores Section II recorded in Volume 86, Page 10D of the Plat Records of Travis County, Texas;

THENCE S 77°11'31" E along the common line between said Siesta Shores Section II and the herein described 117.77 acre tract, at a distance of 1337.48 feet passing the southeast corner of said Siesta Shores Section II, same being the southwest corner of said Siesta Shores Section I recorded in Volume 11, Page 71 of the Plat Records of Travis County, Texas, continuing for a total distance of 2,312.11 feet to a 1/2-inch iron rod found for corner;

THENCE N 77°50'25" E continuing along said common line a distance of 1,371.75 feet to a point for the record location of the bank of the Colorado River as now inundated by the waters of Lake Travis, same being the northeast corner of the herein described 117.77 acre tract;

THENCE southerly along the record location of the west bank of the Colorado River, same being the east line of the herein described 117.77 acre tract the following four (4) courses:

5. S 30°36'47" W a distance of 917.50 feet to a calculated point for corner;
6. S 18°20'47" W a distance of 1,088.00 feet to a calculated point for corner;
7. S 04°50'47" W a distance of 864.50 feet to a calculated point for corner;

8. S 01°55'47" W a distance of 67.30 feet to a calculated point for corner, same being the southeast corner of the herein described 117.77 acre tract of land;

THENCE N 65°48'13" W along the south line of the herein described 117.77 acre tract, at a distance of 1,654.48 feet passing a ½-inch iron rod with cap stamped "McAngus Surveying" set for the northeast corner of Lot 1, Izaak Walton Subdivision recorded in Volume 8, Page 4 of the Plat Records of Travis County, Texas, continuing for a total distance of 2,083.40 feet to a ½-inch iron rod found for the northeast corner of Lot 13, in said Izaak Walton Subdivision;

THENCE N 76°58'39" W along the common line between said Lot 13 and the herein described 117.77 acre tract a distance of 297.19 feet to a ½-inch iron rod found for corner in the east line of Lot 32, S & S Subdivision recorded in Volume 8, Page 92 of the Plat Records of Travis County, Texas;

THENCE N 13°34'57" E along the common line between said Lot 32 and the herein described 117.77 acre tract, at a distance of 96.12 feet passing the northeast corner of said Lot 32, same being the southeast corner of the aforementioned 0.576 acre tract, continuing for a total distance of 147.93 feet to a ½-inch iron pipe found for corner;

THENCE N 12°24'07" E a distance of 212.29 feet to the POINT OF BEGINNING of the herein described tract and containing 117.77 acres of land, more or less.

EXHIBIT "A-4"
17.19 ACRE LEGAL DESCRIPTION

Tract 4

BEING 17.19 ACRES OF LAND LOCATED IN THE J.W. BROWN SURVEY NO. 44, ABSTRACT 2650, IN TRAVIS COUNTY, TEXAS, SAID 17.19 ACRES BEING ALL OF THAT CERTAIN CALLED 17.6 ACRE TRACT DESCRIBED IN THE SECOND TRACT IN DEED RECORDED IN VOLUME 3049, PAGE 1714 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 17.19 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod found for the north corner of the herein described 17.19 acre tract, same being the southwest corner of that certain 55.355 acre tract conveyed to David and Beverly Leonard by deed recorded in Document No. 1999032790 of the Official Public Records of Travis County, Texas, said iron rod also being in the west line of that certain 501.01 acre tract being a portion of the Second Tract and Third Tract described in the aforementioned deed recorded in Volume 3049, Page 1714 of the Deed Records of Travis County, Texas;

THENCE S 28°41'17"W along the common line between said 501.01 acre tract and the herein described 17.19 acre tract a distance of 2,075.85 feet to a cedar fence corner post found for the southeast corner of the herein described 17.19 acre tract, same being the northeast corner of that certain 298 acre tract conveyed to Holmes Family Properties Ltd. as Fourth Tract in deed recorded in Volume 13019, Page 1028 of the Real Property Records of Travis County, Texas;

THENCE N 61°39'53" W along the common line between said 298 acre tract and the herein described 17.19 acre tract a distance of 743.13 feet to a ½-inch iron rod found for corner in the record location of the west line of Thurman Bend Road, same being the record location of the west line of the herein described 17.19 acre tract;

THENCE northerly along said record location of the west line of Thurman Bend Road and the herein described 17.19 acre tract the following seven (7) courses:

17. N 50°51'47" E a distance of 353.68 feet to a ½-inch iron rod with cap stamped "McAngus Surveying" set for corner;
18. N 82°15'47" E a distance of 156.39 feet to a ½-inch iron rod with cap stamped "McAngus Surveying" set for corner;
19. N 38°15'47" E a distance of 152.17 feet to a ½-inch iron rod with cap stamped "McAngus Surveying" set for corner;
20. N 24°04'47" E a distance of 339.36 feet to a ½-inch iron rod with cap stamped "McAngus Surveying" set for corner;
21. N 58°01'07" E a distance of 685.63 feet to a cedar fence post found for corner;
22. N 31°56'25" E a distance of 290.00 feet to a ½-inch iron rod with cap stamped "McAngus Surveying" set for corner;
23. N 53°39'13" E a distance of 313.77 feet to the POINT OF BEGINNING of the herein described tract and containing 17.19 acres of land, more or less.

EXHIBIT "A-5"
501.01 ACRE LEGAL DESCRIPTION

Tract 5

BEING 501.01 ACRES OF LAND LOCATED IN THE BEATY, SEAL & FORWARD SURVEY NO. 41, ABSTRACT 133, IN TRAVIS COUNTY, TEXAS, SAID 501.01 ACRES BEING A PORTION OF THAT CERTAIN CALLED 426.7 ACRE TRACT DESCRIBED IN SECOND TRACT AND A PORTION OF THAT CERTAIN CALLED 125.6 ACRE TRACT DESCRIBED AS THIRD TRACT IN DEED RECORDED IN VOLUME 3049, PAGE 1714 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 501.01 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod found for the southwest corner of said 501.01 acre tract, same being the northwest corner of that certain 116.21 acre tract, being the remainder of that certain called 125.25 acre tract described as the First Tract in the aforementioned deed recorded in Volume 3049, Page 1714 of the Deed Records of Travis County, Texas, said iron rod also being in the east line of that certain 298 acre tract conveyed to the Holmes Family Properties Ltd. as Fourth Tract in deed recorded in Volume 13019, Page 1028 of the Official Public Records of Travis County, Texas;

THENCE N 28°44'57" E along the common line between said 298 acre tract and the herein described 501.01 acre tract a distance of 4,439.80 feet to a cedar fence post found for the northeast corner of said 298 acre tract, same being the southeast corner of that certain 17.19 acre tract described in the Second Tract in the aforementioned deed recorded in Volume 3049, Page 1714 of the Deed Records of Travis County, Texas;

THENCE N 28°41'17" E along the common line between said 17.19 acre tract and the herein described 501.01 acre tract a distance of 2,075.85 feet to a ½-inch iron rod found for the northeast corner of said 17.19 acre tract, same being the southwest corner of that certain 55.355 acre tract conveyed to David and Beverly Leonard by deed recorded in Document No. 1999032790 of the Official Public Records of Travis County, Texas, same also being the northwest corner of the herein described 501.01 acre tract and being in a line approximately 30 feet north of and parallel to the centerline of pavement of Thurman Bend Road;

THENCE easterly along the common line between said 55.355 acre tract and the herein described 501.01 acre tract, same being said line 30 feet north of and parallel to the centerline of pavement of Thurman Bend Road the following fourteen (14) courses:

24. N 51°49'32" E a distance of 148.98 feet to a ½-inch iron rod found for the beginning of a curve to the left;
25. a distance of 519.55 feet along the arc of said curve to the left having a central angle of 37°12'37", a radius of 800.00 feet and a chord which bears N 33°11'20" E a distance of 510.47 feet to a ½-inch iron rod found for the end of said curve and the beginning of a curve to the right;
26. a distance of 308.91 feet along the arc of said curve to the right having a central angle of 63°12'39", a radius of 280.00 feet and a chord which bears N 46°16'10" E a distance of 293.48 feet to a ½-inch iron rod found for the end of said curve;

27. N 79°09'29" E a distance of 221.75 feet to a ½-inch iron rod with cap stamped "McAngus Surveying" set for the beginning of a curve to the left;
28. a distance of 106.08 feet along the arc of said curve to the left having a central angle of 03°31'08", a radius of 1,645.00 feet and a chord which bears N 77°19'08" E a distance of 106.06 feet to a ½-inch iron rod found for the end of said curve;
29. N 75°36'06" E a distance of 131.44 feet to a ½-inch iron rod found for the beginning of a curve to the right;
30. a distance of 250.00 feet along the arc of said curve to the right having a central angle of 43°24'18", a radius of 330.00 feet and a chord which bears S 82°41'40" E a distance of 244.06 feet to a ½-inch iron rod found for the end of said curve;
31. S 61°00'00" E a distance of 54.81 feet to a ½-inch iron rod found for the beginning of a curve to the left;
32. a distance of 319.31 feet along the arc of said curve to the left having a central angle of 36°35'24", a radius of 500.00 feet and a chord which bears S 79°20'24" E a distance of 313.91 feet to a ½-inch iron rod found for the end of said curve;
33. N 82°21'08" E a distance of 323.50 feet to a ½-inch iron rod found for the beginning of a curve to the left;
34. a distance of 366.67 feet along the arc of said curve to the left having a central angle of 40°24'06", a radius of 520.00 feet and a chord which bears N 62°18'49" E a distance of 359.12 feet to a ½-inch iron rod found for the end of said curve;
35. N 42°03'23" E a distance of 342.09 feet to a ½-inch iron rod found for the beginning of a curve to the right;
36. a distance of 266.34 feet along the arc of said curve to the right having a central angle of 66°20'59", a radius of 230.00 feet and a chord which bears N 75°13'49" E a distance of 251.71 feet to a ½-inch iron rod found for the end of said curve;
37. S 71°35'42" E a distance of 37.63 feet to a ½-inch iron rod with cap stamped "McAngus Surveying" set for the southeast corner of said 55.355 acre tract;

THENCE S 15°13'04" W crossing said Thurman Bend Road a distance of 68.70 feet to a ½-inch iron rod with cap stamped "McAngus Surveying" set for corner in the south line of Thurman Bend Road as fenced and used upon the ground;

THENCE easterly along the common line between said south line of Thurman Bend Road and the north line of the herein described 501.01 acre tract the following three (3) courses:

5. S 73°42'45" E a distance of 496.93 feet to a cedar fence post found for corner;
6. N 64°46'38" E a distance of 479.75 feet to a ½-inch iron rod at fence post found for corner;

7. S 17°55'17" E a distance of 10.44 feet to a ½-inch iron rod at fence post found for the northeast corner of the herein described 501.01 acre tract, same being the northwest corner of Lot 1, Block A, Angel Bay, a subdivision recorded in Document No. 199900173 of the Official Public Records of Travis County, Texas;

THENCE S 28°05'47" W along the common line between said Angel Bay and the herein described 501.01 acre tract a distance of 4,055.50 feet to a 60d nail found for the most westerly northwest corner of Lot 13, Block A, in said Angel Bay, same being the most northerly northeast corner of that certain 136.020 acre tract conveyed to Lazy J-Lake Travis Ltd. by deed recorded in Volume 12784, Page 412 of the Real Property Records of Travis County, Texas;

THENCE southerly along the common line between said 136.020 acre tract and the herein described 501.01 acre tract the following two (2) courses:

1. S 87°26'56" W a distance of 91.82 feet to a ½-inch iron pipe found for corner;
2. S 28°52'11" W a distance of 2,847.09 feet to a ½-inch iron rod found for the northwest corner of that certain 11.310 acre tract conveyed to the Catholic Diocese of Austin by deed recorded in Volume 10961, Page 991 of the Deed Records of Travis County, Texas;

THENCE southerly along the common line between said 11.310 acre tract and the herein described 501.01 acre tract the following two (2) courses:

1. S 28°55'01" W a distance of 930.85 feet to a ½-inch iron pipe found for corner;
2. S 28°52'53" W a distance of 328.63 feet to a ½-inch iron rod found in the west line of Siesta Shores Drive (60' ROW);

THENCE southerly along the common line between said west line of Siesta Shores Drive and east line of the herein described 501.01 acre tract the following two (2) courses:

1. S 28°31'16" W a distance of 794.00 feet to a ½-inch iron rod with cap stamped "McAngus Surveying" set for corner;
2. S 28°52'46" W a distance of 340.20 feet to a ½-inch iron rod with cap stamped "McAngus Surveying" set for the southeast corner of the herein described 501.01 acre tract, same being the northeast corner of the aforementioned 116.21 acre tract;

THENCE N 61°29'38" W along the common line between said 116.21 acre tract and the herein described 501.01 acre tract a distance of 2,619.70 feet to the POINT OF BEGINNING of the herein described tract and containing 501.01 acres of land, more or less.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Any portion of the property described herein within the limits or boundaries of Thurman Bend Road, a public roadway. (Tracts 4 and 5)
2. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements relating to that 1.000 acre tract conveyed in the following Special Warranty Deeds recorded in Document Nos. 2010005935, 2010058730, 2016137185, 2018195721, 2018195722, being re-recorded in 2018195735. (Being a Director's Lot for Vista MUD)
3. Easement and right to inundate, submerge and overflow executed by Ira Puryear, to Lower Colorado River Authority, dated January 30, 1941, recorded in/under Volume 666, Page 459, of the Deed Records of Travis County, Texas. (Tracts 1 and 3)
4. Terms, conditions and stipulations contained in Conservation Agreement executed by and between Lake Travis Ranch, LLC, and the Balcones Canyonlands Coordinating Committee, dated May 2, 2007, recorded in/under 2007079216, of the Official Public Records of Travis County, Texas.
5. Terms, conditions and stipulations contained in Permanent Irrigation Easement Agreement executed by and between Lake Travis Ranch, LLC, and LTR Utility, LLC, dated August 27, 2007, recorded in/under 2007161901, of the Official Public Records of Travis County, Texas, and being assigned to RDD Vista, LLC in 2016049086, of the Official Public Records of Travis County, Texas.
6. Utility Easement and Right-of-Way, twenty feet (20') in width, with guying easements as needed, executed by Duke Covert, Rox Covert and Danay Covert, to Pedernales Electric Cooperative, Inc., dated December 22, 2016, recorded in/under 2017035167, of the Official Public Records of Travis County, Texas. (Tract 2)
7. A 1/16th non-participating royalty interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, reserved and described in instrument executed by Howard E. Stevenson to Joe T. Gibbs, dated July 10, 1952, recorded in/under Volume 291, Page 414, of the Deed Records of Travis County, Texas.
8. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and/or other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
9. Lack of access to Rod & Gun Club Road due to that portion of the road adjoining Tract 3, near the Southwest corner, being vacated by Judgment entered in Cause No. 147,006, of the 53rd Judicial District Court, in Travis County, Texas.

10. Easement rights in and to the overhead utility lines and facilities running over and across the subject property, not within dedicated utility easement areas; shown on survey prepared by Steven R. McAngus (R.P.L.S. No. 3680), dated 05/25/2006. (Tracts 1, 3 and 5)

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Appendix “B”

LCRA Recreation Water Contract

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WATER SALE CONTRACT FOR RECREATIONAL USES

This contract is entered into this 29th day of December, 2009 (hereinafter "Effective Date"), by and between the LOWER COLORADO RIVER AUTHORITY (hereinafter, together with its successors and assigns, "LCRA") and LAKE TRAVIS RANCH, LLC (hereinafter, together with its successors and assigns as provided herein, "PURCHASER") in mutual consideration of the provisions herein contained agree as follows:

I. WATER SUPPLY

- A. MAXIMUM ANNUAL QUANTITY. From and after the Effective Date hereof, PURCHASER shall have the right to divert up to a maximum of 840 acre-feet (273,714,840 gallons) of raw water per annum (the "Maximum Annual Quantity") from Lake Travis in Travis County, Texas, at a point or points of diversion within a segment bordering on Lake Travis described and depicted in Exhibit "A" attached hereto (the "Points of Diversion"), said Exhibit depicting the segment by reference to a corner of an original land survey and/or other survey point, giving both course and distance. PURCHASER agrees to provide to LCRA prior to or on each anniversary of the date it begins taking water under this contract or December 1, 2009, whichever occurs first, a written report on PURCHASER's actual use and estimated annual water use needs as compared to the MAQ. LCRA will review PURCHASER's report to determine whether the MAQ is necessary to meet PURCHASER's needs for beneficial use under this contract without waste. PURCHASER agrees that LCRA may amend this contract to reduce the MAQ if PURCHASER's report shows that PURCHASER's estimated water needs under this contract are less than the MAQ.
- B. EXCEEDANCE OF MAXIMUM ANNUAL QUANTITY. If Purchaser's annual diversion for any reason exceeds the Maximum Annual Quantity stated in Purchaser's contract during two (2) consecutive years, or two (2) out of any four (4) consecutive years, the Purchaser will be required to negotiate a new standard form water sale contract for an increased MAQ.
- C. SOURCE OF WATER SUPPLY.
1. The water supplied under this contract shall be water provided, in accordance with LCRA's Water Management Plan, from storage in Lakes Buchanan and/or Travis in accordance with water rights held by LCRA as set forth in Certificates of Adjudication No. 14-5478, as amended, and 14-5482, as amended, or from any other source or water rights available to LCRA.
 2. LCRA may supply water under this contract from water rights owned by LCRA based on that certain water right previously owned by the Garwood Irrigation Company and identified as Certificate of Adjudication No. 14-5434 issued by the Texas Water Commission on June 28, 1989, as amended (herein, "Garwood's Right"). That portion of Garwood's Right that is owned by LCRA (and for which reference is made to Certificate of Adjudication No. 14-5434C issued by the Texas Natural Resource Conservation Commission) is referred to herein as "Garwood's Remaining Right."
 - (a) PURCHASER acknowledges and agrees that LCRA may supply water for this contract from Garwood's Remaining Right only following approval by the Texas Commission on Environmental Quality, or its successor, of amendments to allow use of Garwood's Remaining Right for the type of use authorized by this contract at the Point of Diversion.
 - (b) In this event, this contract is subject to the commitments and conditions set forth in Section 7.08 of that certain Purchase Agreement, dated July 20, 1998, between Garwood Irrigation Company, as seller, and the Lower Colorado River Authority, as buyer (the "LCRA-Garwood Purchase Agreement"), and is further subject to all terms, provisions and special conditions contained within Garwood's Remaining Right, as amended. Copies of the LCRA-Garwood

Purchase Agreement and Garwood's Remaining Right, as amended, are available at the following internet web-site address:

"<http://www.lcra.org/water/contracts.html>".

PURCHASER also may obtain copies of the LCRA Purchase Agreement and Garwood's Remaining Right, as amended, by request to LCRA's address for notices herein. By executing this contract, PURCHASER hereby acknowledges receipt of copies of the LCRA Purchase Agreement and Garwood's Remaining Right, as amended.

- D. RECREATIONAL USE ONLY. PURCHASER represents to LCRA and LCRA relies on such representation that all water supplied under this contract will be utilized for "recreational" uses only, as such term is defined by the substantive rules for water rights of the Texas Commission on Environmental Quality. In accordance with state law, water that PURCHASER diverts but does not use for recreational uses in accordance with this contract shall be returned to the Colorado River or a tributary of the Colorado River.
- E. SERVICE AREA. Water supplied under this contract shall only be used within that certain area consisting of a total of 910.16 acres, as described in Exhibit "B" attached hereto and depicted in Exhibit "C", attached hereto, together hereinafter called the "Service Area".
- F. WATER CONSERVATION AND DROUGHT CONTINGENCY MEASURES.
- (1) PURCHASER agrees to implement the water conservation program contained in the water conservation plan (the "Water Conservation Plan") described in Exhibit "D" attached hereto. PURCHASER further agrees that the water diverted by PURCHASER pursuant to this contract will be used in accordance with such Water Conservation Plan. In the event that PURCHASER agrees to furnish water or water services to a third party, who in turn will furnish the water or water services to an ultimate consumer, PURCHASER agrees to include in its agreement with the third party provisions that obligate the third party to develop and implement a water conservation program consistent with PURCHASER's Water Conservation Plan. LCRA, in accordance with applicable law, may from time to time adopt reasonable rules and regulations relating to water conservation measures. PURCHASER agrees to amend its Water Conservation Plan, as necessary, to reflect amendments in state law or LCRA's water conservation rules and regulations, provided that PURCHASER shall not be required to adopt conservation measures that are more stringent than conservation measures that apply to other LCRA customers who divert water for recreational or golf course use from Lake Travis and who are subject to LCRA's rules by law or contract.
 - (2) PURCHASER agrees to implement the drought contingency program contained in the drought contingency plan (the "Drought Contingency Plan") described in Exhibit "E" attached hereto. PURCHASER further agrees that the water diverted by PURCHASER pursuant to this contract will be used in accordance with such Drought Contingency Plan. In the event that PURCHASER agrees to furnish water or water services to a third party, who in turn will furnish the water or water services to an ultimate consumer, PURCHASER agrees to include in its agreement with the third party provisions that obligate the third party to develop and implement a drought contingency program consistent with PURCHASER's Drought Contingency Plan. In addition, PURCHASER agrees to provide to LCRA within one (1) year following the commencement of irrigation of the golf course a plan for reducing golf course irrigation during periods of drought ("PURCHASER's Recommended Plan"). LCRA, in accordance with applicable law, may from time to time adopt reasonable rules and regulations relating to drought contingency measures, including LCRA's Water Management Plan or rules that are based on PURCHASER's Recommended Plan. PURCHASER agrees to amend its

Drought Contingency Plan, as necessary, to reflect amendments in state law, LCRA's rules or LCRA's Water Management Plan, provided that PURCHASER shall not be required to adopt drought contingency measures that are more stringent than drought contingency measures that apply to other LCRA customers who divert water for recreational or golf course use from Lake Travis and who are subject to LCRA's rules by law or contract.

- G. AVAILABILITY OF WATER. The LCRA shall make water available to PURCHASER under this contract from the LCRA's firm water supply, as defined in the LCRA's Water Sale Contract Administrative Rules, except LCRA may interrupt or curtail the water supplied under this contract in accordance with LCRA's Water Management Plan, as such Plan and any amendments thereto have been approved and may be approved by the Texas Commission on Environmental Quality.
- H. DELIVERY OF WATER. LCRA shall use reasonable efforts to deliver such water to the Points of Diversion in the necessary amounts and at the necessary times to allow PURCHASER to divert water at the Points of Diversion at PURCHASER's sole expense in such amounts and at such times as needed by PURCHASER, up to a total diversion of the Maximum Annual Quantity. LCRA, however, makes no guarantee that the water supplied 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 retained at any specific level 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 facilities beyond the Maximum Annual Quantity that may be needed to raise water levels at the Points of Diversion at a particular time to an elevation sufficient for Purchaser's intake and/or diversion facilities to operate.
- I. OPERATIONS OF DAMS AND RESERVOIRS. The right of LCRA to maintain and operate its several dams and their appurtenances on the Colorado River and at any and all times in the future to impound and release waters thereby in any lawful manner and to any lawful extent LCRA may see fit is recognized by PURCHASER; and, except as otherwise provided herein, there shall be no obligation hereunder upon LCRA to release or not to release any impounded waters at any time or to maintain any waters at any specified level. PURCHASER acknowledges that the level of said reservoirs and the Colorado River will vary as a result of LCRA's operations of its dams on the Colorado River.
- J. QUALITY OF WATER. LCRA makes no representation as to the quality of the water supplied 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 supplied under this contract.
- K. INTERBASIN TRANSFER. Water supplied under this contract may not be transferred or used outside of the Colorado River basin unless such transfer or use is within LCRA's water service area or is otherwise in strict compliance with LCRA Board Policies. In the event that PURCHASER intends to transfer or use water supplied under this contract outside of the Colorado River basin in accordance with this section, PURCHASER shall apply to the Texas Commission on Environmental Quality for such authorization pursuant to Texas Water Code §§ 11.085(v)(4) and 11.122 within forty-five (45) days of the Effective Date of this contract and shall diligently pursue such authorization.
- L. REQUIRED NOTICES.
- (1) PURCHASER shall notify LCRA in writing of its intention to initiate diversions of water under this contract not more than eight (8) weeks, nor less than four (4) weeks, prior to PURCHASER's

initiation of diversions. If diversions of water are being continued from a previous contract or other right to divert no notice is necessary.

- (2) In the event the PURCHASER is required by state law to obtain a water rights permit – including but not limited to interbasin transfer, contractual, term, or temporary permits – from the Texas Commission on Environmental Quality related to water that is reserved or purchased pursuant to this contract, PURCHASER shall provide LCRA both: (i) a copy of the application for the permit within five (5) business days of its filing with TCEQ; and, (ii) a copy of the permit promptly following the issuance of the permit.
- (3) PURCHASER shall notify LCRA in writing not more than eight (8) weeks, nor less than four (4) weeks, prior to implementing a program for reuse of water that is reserved or purchased pursuant to this contract and that falls within the type of use and Service Area provided in this contract. PURCHASER will make available to LCRA non-privileged documents regarding PURCHASER's reuse program within a reasonable amount of time, not to exceed fifteen (15) business days, following a written request by LCRA staff. For all purposes of this contract, the term "reuse" means the authorized use of water, which water was obtained and used pursuant to this contract, but which water remains unconsumed and has yet to be either disposed of or discharged or otherwise allowed to flow into a watercourse, lake or other body of state-owned water.

II. CONTRACT ADMINISTRATION

- A. TERM OF CONTRACT. This contract shall be for a term of ten (10) years commencing on the Effective Date, and ending on the 2016 year anniversary of the Effective Date, unless terminated earlier by either party as provided below. This contract shall automatically renew for three additional ten-year terms on each ten-year anniversary date of the Effective Date, provided that, at the time of any such renewal: i) PURCHASER has commenced diversions in accordance with this contract prior to the renewal date; ii) PURCHASER has not received a notice of default from LCRA in accordance the terms of this contract, which default remains uncured; iii) PURCHASER resubmits its Water Conservation Plan and Drought Contingency Plan, as may be amended, to LCRA at least one hundred twenty (120) days in advance of the date for renewal; and, iv) this contract is amended prior to or on the renewal date to incorporate any amendments necessary to make this contract consistent with LCRA's Board-approved standard form contract for customers who divert water for recreational (that is, golf course irrigation) use from Lake Travis (other than a shorter term).
- B. PAYMENT.
 - (1) PURCHASER agrees and covenants to pay LCRA - on a monthly basis beginning with the first month after the Effective Date of this contract - an amount of money equal to the rate determined by the Board of Directors of LCRA to then be in effect for all sales of water for recreational purposes ("Water Rate") multiplied by the amount of water diverted by PURCHASER during the previous month ("Monthly Diversion").
 - (2) PURCHASER also agrees and covenants to pay LCRA - on a calendar year basis - an amount of money ("the Reserved Water Charge") equal to the Water Rate multiplied by fifty percent (50%) of the "Reserved Water," which shall be the excess of the Maximum Annual Quantity over the amount of water diverted by PURCHASER during the previous calendar year ("Annual Diversion").
 - (3) PURCHASER further agrees and covenants to pay LCRA, on a calendar year basis, an amount of money equal to the rate determined by the Board of Directors of LCRA to then be in effect for diversion of water in amounts in excess of the Maximum Annual Quantity ("Inverted Block Rate")

- multiplied by any amount of water diverted by PURCHASER in excess of the Maximum Annual Quantity during the previous calendar year.
- (4) The Water Rate presently in effect is \$115 per acre-foot (\$0.35 per 1,000 gallons) of water. The Inverted Block Rate presently in effect is \$219 per acre-foot of water. LCRA reserves all rights that it may have under law to modify from time to time the Water Rate applicable to all diversions of water and the Inverted Block Rate applicable to all diversions of water in excess of the Maximum Annual Quantity. LCRA also reserves all rights that it may have under law to impose and thereafter modify from time to time a charge applicable to all such water which is reserved but not diverted. PURCHASER understands and acknowledges that the Water Rate, Reserved Water Charge, 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.
 - (5) All charges under this contract shall be pro-rated as necessary to reflect the Effective Date of this Contract.
 - (6) Within five (5) days after the first day of each month, LCRA will mail an invoice to PURCHASER showing the Monthly Diversion. Such invoice shall also show the amount of money owed by PURCHASER to LCRA in accordance with the Water Rate and ANY late payment charges, as specified herein.
 - (7) The invoice mailed by LCRA to PURCHASER in the month of January each year, in addition to showing the amount of water diverted by PURCHASER during the previous month and the amount of money owed by PURCHASER to LCRA for such water, shall also show: (a) any amount of water remaining during the previous calendar year ("Reserved Water") that PURCHASER was authorized to divert under this contract but failed to do so, as well as the corresponding amount of money owed by PURCHASER to LCRA in accordance with the Reserved Water Charge; or, (b) any amount of water that PURCHASER diverted in excess of the Maximum Annual Quantity, during the previous calendar year, as well as the corresponding amount of money owed by PURCHASER to LCRA in accordance with the Inverted Block Rate.
 - (8) 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 the rate of one and one-half percent (1.5%) of the amount of the invoice. 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, the 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.

C. METERING OF DIVERTED WATER.

- (1) To measure the amount of water diverted by PURCHASER hereunder, PURCHASER agrees at PURCHASER's expense to install such flow meters and recording devices as are approved by LCRA, (the "Meter") such Meter to permit, within five percent (5%) accuracy, determination of quantities of raw water withdrawn hereunder in units of 1,000 gallons. LCRA shall have the right to approve both the design of the meter as well as the location of its installation. A Purchaser must repair, replace or make necessary improvements to a meter that is not in compliance with this contract or LCRA's Water Sale Contract Administrative Rules promptly after Purchaser becomes aware of the deficiency that causes the meter to not comply with this contract or LCRA's Water Sale Contract Administrative Rules.
- (2) PURCHASER agrees to provide LCRA's representatives access across PURCHASER'S property for inspection, testing and reading of the Meter. PURCHASER shall locate the meter in a manner that provides LCRA with reasonably safe access to the Meter for the purpose of making meter readings, testing, and/or periodic inspections.
- (3) PURCHASER agrees that the Meter shall be tested for accuracy by qualified personnel as approved by LCRA and at the expense of PURCHASER once each calendar year at intervals of approximately twelve (12) months.
 - (a) PURCHASER shall furnish to LCRA a report of such test results. Readings within five percent (5%) of accuracy shall be considered correct.
 - (b) In the event PURCHASER fails to test the Meter for a period of fifteen (15) consecutive months, PURCHASER agrees to pay LCRA for the actual cost of testing the Meter plus a fifty dollar (\$50) administrative fee. LCRA will provide PURCHASER a written invoice of the cost of testing the Meter, and said invoice will be subject to the payment terms provided in section II.B. of this contract.
- (4) If, at any time, LCRA provides PURCHASER a written notice that questions the accuracy of the Meter, PURCHASER promptly shall test the Meter and, in this event, the expense of such test will be paid by LCRA if the Meter is found to be correct and by PURCHASER if it is found to be incorrect.
- (5) Any party that tests the Meter shall provide written notice of the test to the other party at least five (5) business days in advance of the test and shall allow the other party to observe the test.
- (6) PURCHASER shall be required to take necessary steps to correct any inaccuracy in the Meter discovered during any test. LCRA may install, at its expense, check meters in or to any of PURCHASER's Meters at any time and may leave such check meters installed for such periods as is reasonably necessary to determine the accuracy of PURCHASER's Meters.
- (7) If, as a result of any test, the Meter is found to be registering inaccurately (i.e., in excess of five percent (5%) of accuracy), the readings of the Meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon or, if no such period is known and agreed upon, the shorter of the following periods shall be used as the basis for correction:
 - (a) a period extended back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from date of the test; and
 - (b) a period extending back half of the time elapsed since the last previous test; and the records of reading shall be adjusted accordingly.

D. TERMINATION OF CONTRACT. This contract may be terminated as follows:

- (1) If a PURCHASER is current on all payments due to LCRA under this contract, PURCHASER may terminate this contract at any time, following the expiration of one (1) year, measured from the Effective Date, by providing at least thirty (30) days' prior written notice to LCRA, except as expressly provided otherwise in this contract.

- (2) LCRA at its sole option, in accordance with the terms and conditions set forth in Section II.E., "NON-PAYMENT," may terminate this contract without recourse should PURCHASER fail to comply with the terms and conditions of this contract for the payment of moneys owed to LCRA pursuant to Section II.B., "PAYMENT."
- (3) If PURCHASER fails to comply with its Water Conservation Plan, its Drought Contingency Plan, or any applicable LCRA nonpoint source water pollution abatement ordinance, or if PURCHASER fails to amend in accordance with this contract its Water Conservation Plan or its Drought Contingency Plan, LCRA may, at its sole option, terminate this contract without recourse unless such default is cured within thirty (30) days (or, if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed ninety (90) days) of PURCHASER's receipt of written notice of such default.
- (4) If PURCHASER fails to comply with the requirements of Sections III.A., "NONPOINT SOURCE POLLUTION ABATEMENT," III.B., "SEWAGE REGULATIONS," or III.C., "DOCUMENTATION OF COMPLIANCE WITH OTHER REGULATIONS," LCRA may, at its sole option, terminate this contract without recourse unless such default is cured within thirty (30) days (or, if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed ninety (90) days) of PURCHASER's receipt of written notice of such default. For purposes of this section, LCRA shall not deem PURCHASER to be in default for so long as PURCHASER is in compliance with any remedial or enforcement agreement authorized by an agency of appropriate jurisdiction.
- (5) If PURCHASER fails to comply with other requirements of this contract not specifically stated above, LCRA may, at its sole option, terminate this contract without recourse unless such default is cured within thirty (30) days (or, if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed ninety (90) days) of PURCHASER's receipt of written notice of such default.
- (6) This contract may be terminated immediately by the LCRA upon the declaration of bankruptcy by PURCHASER.

PURCHASER shall remain liable for all fees and charges accruing under the contract through the date the contract is terminated, including but not limited to a pro-rated Reserved Water Charge, which shall be calculated as the excess of the Maximum Annual Quantity over the amount of water diverted by PURCHASER, pro-rated to the date of termination, and the total Monthly Diversions to the date of termination. In the event LCRA terminates this Contract as provided herein, PURCHASER shall immediately suspend all withdrawal of water from the Colorado River, or any tributaries thereof, under this Contract. LCRA may exercise any rights that it may have at law or in equity to prevent unauthorized withdrawals by PURCHASER or enforce the requirements of PURCHASER's Water Permit.

E. NON-PAYMENT.

- (1) If LCRA determines that PURCHASER has not paid the full amount owed for any payment due under Section II.B., "PAYMENT," hereof within the time provided therefore, LCRA shall give written notice to PURCHASER stating the amount LCRA has determined is due and unpaid. If LCRA gives notice as provided herein and PURCHASER fails to pay within thirty (30) days the amounts claimed in such notice to be due and unpaid, LCRA may, at its sole option: (1) upon giving ten (10) days written notice to PURCHASER terminate this contract without recourse; and/or, (2) request injunctive relief from a court of competent jurisdiction to prevent PURCHASER from diverting additional water pursuant to this contract.

- (2) If PURCHASER should dispute PURCHASER's obligation to pay all or any part of the amount stated in any invoice or notice, PURCHASER may, in addition to all other rights that PURCHASER may have under law, pay such amount under protest in which case such amount shall be deposited by LCRA in an interest bearing account mutually acceptable to both LCRA and PURCHASER pending final resolution of such dispute in accordance with Section IV.G., "DISPUTE RESOLUTION." LCRA may not terminate this contract, or request injunctive relief to prevent additional diversions, for failure to pay the amount stated in any invoice or notice if PURCHASER pays such amount under protest and until there is a final resolution of such dispute in accordance with Section IV.G., "DISPUTE RESOLUTION," favorable to LCRA.

- F. EQUITABLE REMEDIES. PURCHASER agrees that diversions of water by PURCHASER without the authorization provided by this contract will result in damages to LCRA that cannot be adequately compensated by money alone. As a result, PURCHASER agrees that LCRA shall have available to it equitable remedies, including injunctive relief against additional diversions by PURCHASER unless PURCHASER demonstrates that it is otherwise authorized to divert water. In addition, PURCHASER agrees that the provisions of Section IV.G., "DISPUTE RESOLUTION," will not apply to any legal action brought by LCRA seeking equitable remedies under this contract except as expressly provided by Section I.E.(2) regarding "NON-PAYMENT."
- G. NOTICE. Any notice under this contract may be delivered by facsimile transmission or by certified mail, return receipt requested. If delivered by facsimile transmission, notice shall be effective upon receipt. If delivered by certified mail, return receipt requested, notice shall be deemed effective five (5) days after the date on which the notice is post-marked.

All notices and invoices to PURCHASER shall be addressed to:

Mark Meyer, Vice President
Haas & Haynie Corporation
395 Oyster Point Blvd., Suite 309 South
San Francisco, CA 94080

cc: David B. Armbrust
Armbrust & Brown, LLP
100 Congress Avenue., Suite 1300
Austin, TX 78701

and all notices and payment to LCRA shall be addressed to:

Lower Colorado River Authority
Attn: River Services
P.O. Box 220
Austin, TX 78767
(512) 473-3253 for facsimile transmission

Either party may change its address by giving written notice of such change to the other party.

- H. ASSIGNMENT OF CONTRACT. PURCHASER may assign this contract only upon obtaining the approval of the LCRA in accordance with the requirements for substantive amendments of contracts in the LCRA's Water Sale Contract Administrative Rules.
- I. COMPLIANCE WITH FILING REQUIREMENTS. LCRA agrees to file a copy of this contract with the Executive Director of the Texas Commission on Environmental Quality, P. O. Box 13087, Capitol Station, Austin, Texas 78711, it being fully recognized by the PURCHASER hereunder that the effectiveness of this contract is dependent upon compliance with the substantive rules and procedural rules for water rights of the Texas Commission on Environmental Quality.

III. ENVIRONMENTAL ISSUES RELATED TO WATER SUPPLY

- A. NONPOINT SOURCE WATER POLLUTION ABATEMENT. If PURCHASER will use water under this contract to serve areas located within the jurisdictional area of LCRA Lake Travis Nonpoint Source Pollution Control Ordinance, the Upper Highland Lakes Nonpoint Source Pollution Control Ordinance, or any other LCRA water quality ordinance that has been adopted by the LCRA Board, PURCHASER agrees to comply with and shall comply with the provisions of that respective ordinance, which ordinance may require a permit and compliance with other applicable local, state, and federal rules and regulations pertaining to water quality protection. If PURCHASER will use water under this contract to serve areas wholly outside the jurisdiction of an LCRA water quality ordinance, PURCHASER agrees to comply with and shall comply with any applicable local, state, and federal rules and regulations pertaining to water quality protection. PURCHASER further agrees to distribute to its customers in its service area water quality protection educational materials that LCRA provides to PURCHASER.
- B. SEWAGE REGULATIONS AND EFFLUENT REUSE.
- (1) PURCHASER agrees to obtain, or cause to be obtained, all approvals required by all applicable local, state or federal agencies for any sanitary sewage system or systems that collect sewage derived from water diverted herein or any sanitary sewage system whose effluent is discharged within the boundaries of LCRA's statutory district. Failure of PURCHASER to meet any standards imposed by such agencies for sanitary sewage systems, including on-site systems, shall subject PURCHASER under this contract to all remedies allowed by law including, without limitation, termination or suspension of this contract by LCRA. PURCHASER further agrees that if a sewage treatment plant is located within the Service Area, LCRA shall have reasonable access to such plant for the purpose of taking samples of sewage effluent from such plant for testing by LCRA to determine whether PURCHASER is in compliance with regulatory standards imposed by such agencies.
 - (2) PURCHASER and LCRA acknowledge that PURCHASER intends to reuse effluent from sanitary sewage systems within the Service Area to offset/supplement in the future, water that otherwise may be used by PURCHASER under this contract in the Service Area. PURCHASER further agrees to accept effluent delivered by LCRA to PURCHASER, provided that: i) LCRA bears all costs of the effluent's delivery (including storage) to PURCHASER's irrigation facilities within the Service Area including but not limited to all pipes, pumps related facilities, including energy costs; ii) such effluent is treated to wastewater treatment levels substantially the same as applied to sanitary sewage systems located within the Service Area; and, iii) use of such effluent is subject to all state regulatory and permitting requirements for disposal of the effluent as well as design and operational limitations of the irrigation facilities and irrigation areas within the Service Area. LCRA shall provide adequate storage at a location outside of the Service Area in order to avoid any physical or aesthetic impact on the Service Area. PURCHASER agrees to design its

irrigation facilities so that those portions of the irrigation facilities that can accept effluent consistent with state regulatory standards in effect at the time of the original permit are separate from portions of such irrigation facilities that cannot accept effluent according to those standards. PURCHASER shall make available to LCRA information, including design plans, regarding those portions of the irrigation facilities that can accept effluent consistent with state regulatory standards inside the Service Area within a reasonable amount of time following a request for such information by LCRA. PURCHASER acknowledges that LCRA may include those portions of the irrigation facilities that can accept effluent consistent with state regulatory standards inside the Service Area as part of an application by LCRA to the Texas Commission on Environmental Quality, or similar agencies, for a wastewater discharge permit. PURCHASER agrees that it shall not object to any such wastewater discharge permit application by LCRA except to the extent that: i) LCRA's permit application seeks a treatment level that differs from the treatment levels specified in permits issued by regulatory agencies for sanitary sewage systems located within the Service Area; or, ii) PURCHASER objects to the amount of storage proposed by LCRA for the amount of effluent proposed by LCRA for application within the Service Area. If effluent is available that meets the criteria of this contract and PURCHASER's irrigation areas have the capacity to take it, PURCHASER agrees to use effluent delivered by LCRA for the purposes for which water may be used under this contract prior to using water that is available under this contract. PURCHASER shall not be obligated to increase the amount of water used in the Service Area beyond: i) amounts authorized by any state permit issued in relation to effluent delivered by LCRA to PURCHASER; or, ii) in the absence of such a permit, what PURCHASER determines as the maximum amount for best management practices. Notwithstanding the foregoing sentence, PURCHASER will not be required to dispose on the golf course located in the Service Area of any amount of effluent on any particular day that would, in PURCHASER's sole opinion, affect the playability of the golf course. PURCHASER shall not be obligated to expand its irrigation areas to accommodate the effluent. PURCHASER shall not be obligated to take the effluent from LCRA until PURCHASER has used all of its effluent. PURCHASER shall pay a volume charge, in accordance with the requirements for payments under this contract, to LCRA for effluent delivered pursuant to this contract, which volume charge will be established by LCRA's Board of Directors but shall not exceed the Water Rate provided in this contract. Notwithstanding any provision of this contract to the contrary, LCRA shall have the right to transfer its rights under this section to a successor or assignee of LCRA upon ninety (90) days prior written notice to PURCHASER. Following commencement of delivery of effluent by LCRA to PURCHASER in accordance with this contract, the terms of this section III.B. – and any related terms of this contract referenced in this section III.B. – shall survive any termination of this contract by PURCHASER and shall remain in effect for a period of forty (40) years from the Effective Date.

- C. DOCUMENTATION OF COMPLIANCE WITH OTHER REGULATIONS. In addition to notices required by Section I.L of this Contract, PURCHASER shall provide LCRA copies of any approvals that PURCHASER has received from federal, state or local agencies that relate to water reserved or purchased pursuant to Purchaser's contract or to facilities intended to divert, transport or use water provided under Purchaser's contract within a reasonable amount of time, not to exceed fifteen (15) business days, following a written request by LCRA staff.

IV. GENERAL PROVISIONS

A. PREVIOUS CONTRACT.

There is no contractual relationship between the parties prior to the Effective Date.

- B. INDEMNIFICATION. PURCHASER will indemnify and save LCRA harmless from any and all claims and demands whatsoever to which LCRA may be subjected by reason of any injury to any person or damage to any property resulting from any and all actions and activities (or failure to act) of PURCHASER under this contract except to the extent caused by LCRA's gross negligence or willful misconduct. PURCHASER's pumping and related facilities shall be installed, operated and maintained by PURCHASER at PURCHASER's sole risk. Nothing in this contract shall be construed as authorizing PURCHASER, or recognizing that PURCHASER has any right, to install any equipment or improvements on property owned by LCRA or third parties.

LCRA will save PURCHASER harmless from any and all claims or demands whatsoever to which LCRA may be subjected by reason of any injury to any person or damage to any property resulting from or in any way connected with any and all actions and activities (or failure to act) of LCRA under this contract.

- C. FORCE MAJEURE. The term "Force Majeure" as used herein, shall mean those situations or conditions that are beyond the control of LCRA or PURCHASER and that, after the exercise of due diligence to remedy such situation or condition, render LCRA or PURCHASER unable, wholly or in part, to carry out the covenants contained herein. Such force majeure includes, but is not limited to acts of God, strikes, lockouts, acts of the public enemy, orders of any of kind of the government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or dams, partial, or entire failure of water supply insofar as each of the foregoing are beyond the reasonable control of the party in question. LCRA shall not be held liable or responsible for any damage that may be caused by its inability, after the exercise of due diligence, to make the supply of water available to PURCHASER due to any force majeure. LCRA shall use reasonable and timely diligence to repair or recondition the machinery, canals, or dams in event said machinery, canals or dams are damaged or made unserviceable from any force majeure.
- D. NO THIRD-PARTY BENEFICIARY. The parties hereto are entering into this contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the parties hereto.
- E. NO RIGHTS OR TITLE ACQUIRED. PURCHASER agrees and acknowledges that it acquires by this contract no rights or title to the water that is the subject of this contract other than those rights explicitly set forth herein.
- F. REPRESENTATIONS AND WARRANTIES. Each of LCRA and PURCHASER represents and warrants to the other that this contract has been duly executed by an authorized officer and constitutes a valid and binding contract, enforceable against it in accordance with its terms (except as such enforceability may be limited by bankruptcy laws or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles).
- G. DISPUTE RESOLUTION.
- (1) Settlement By Mutual Agreement. In the event any dispute, controversy or claim between or among the parties arises under this contract or is connected with or related in any way to this contract or any right, duty or obligation arising hereunder or the relationship of the parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this contract, the parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual

agreement in accordance with the terms of this subsection (1). In the event a Dispute or Controversy arises, any party shall have the right to notify the other party to such Dispute or Controversy that it has elected to implement the procedures set forth in this subsection (1). Within fifteen (15) days after delivery of any such notice by one party to the other regarding a Dispute or Controversy, the designated representatives of the parties shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained at the meeting of the parties' designated representatives for such purpose or should no such meeting take place within such fifteen (15) day period, then any party may by notice to the other party, as the case may be, refer the Dispute or Controversy to senior management of the parties for resolution. Within fifteen (15) days after delivery of any such notice by one party to the other referring such Dispute or Controversy to senior management of the parties for resolution, representatives of senior management of each of the parties shall meet at a mutually agreed upon time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should mutual resolution and settlement not be obtained at the meeting of representatives of senior management of each of the parties for such purposes or should no such meeting take place within such fifteen (15) day period (unless extended by mutual agreement), then any party may by notice to the other party, as the case may be, submit the Dispute or Controversy to binding arbitration in accordance with the provisions of subsection (2) and "Exhibit F." Upon the receipt of notice of referral to arbitration hereunder, and except as otherwise expressly provided by this contract, the parties shall be compelled to arbitrate the Dispute or Controversy in accordance with the terms of this Section G and Exhibit F without regard to the justiciable character or executory nature of such Dispute or Controversy.

- (2) Arbitration. Except as otherwise expressly provided by this contract, each party hereby agrees that any Dispute or Controversy that is not resolved pursuant to the provisions of subsection (1) may be submitted to binding arbitration hereunder and, if submitted timely according to this contract, shall be resolved exclusively and finally through such binding arbitration. Except as otherwise expressly provided by this contract, this Section G and Exhibit F constitute a written agreement by the parties to submit to arbitration any Dispute or Controversy arising under or in connection with this contract within the meaning of Section 171.001 of the Texas Civil Practice and Remedies Code.
- (3) Emergency Relief. Notwithstanding the parties' agreement to arbitrate Dispute and Controversies, either party may seek injunctive relief or other form of emergency relief at any time from any state court of competent jurisdiction in Austin, Texas, the federal court for such district, or any state or federal regulatory agency of competent jurisdiction.
- (4) Survival. The provisions of this Section G shall survive expiration or earlier termination of this contract.

H. ACTUAL DAMAGES. NEITHER PARTY SHALL BE LIABLE OR HAVE ANY RESPONSIBILITY TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR DELAY-RELATED OR PERFORMANCE-RELATED DAMAGES INCLUDING, WITHOUT LIMITATION, LOST EARNINGS OR PROFITS. SUCH LIMITATION ON LIABILITY SHALL APPLY TO ANY CLAIM OR ACTION, WHETHER IT IS BASED ON WHOLE OR IN PART ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, STATUTE OR ANY OTHER THEORY OF LIABILITY. The provisions of this Section IV.H. shall have no effect on the party's indemnity obligations under Section IV.B.

I. AMENDMENT. This contract may not be modified or amended except by an instrument in writing signed by authorized representatives of the parties.

- J. BINDING EFFECT. The terms of this contract shall be binding upon, and inure to the benefit of, the parties and their permitted successors and assigns.
- K. COMPLETE CONTRACT. This contract, together with all Exhibits attached hereto, constitutes the entire agreement of the parties relating to the subject matter of this contract and supersedes all prior contracts, agreements or understandings with respect to the subject matter hereof, both oral or written.
- Each party agrees that the other party (and its agents and representatives) has not made, and has not relied upon, any representation, warranty, covenant or agreement relating to the transactions contemplated hereunder other than those expressly set forth herein.
- L. COUNTERPARTS. This contract may be executed by the parties in any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. All signatures need not be on the same counterpart.
- M. FURTHER ASSURANCES. Each party agrees to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the terms and provisions of this contract.
- N. GOVERNING LAW. This Contract and the rights and duties of the parties arising out of this contract shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to the conflict of rules thereof.
- O. HEADINGS; TABLE OF CONTENTS. The headings of the Articles and Sections of this contract and the Table of Contents are included for convenience only and shall not be deemed to constitute a part of this contract.
- P. INCORPORATION OF RAW WATER SALE CONTRACT ADMINISTRATIVE RULES. Purchaser acknowledges receipt of LCRA's Water Sale Contract Administrative Rules ("Rules"), and further acknowledges that, unless expressly stated otherwise in this contract, such Rules are incorporated herein by reference in their entirety and made a part hereof for all purposes.
- Q. INCORPORATION OF EXHIBITS. All Exhibits attached to this contract are incorporated herein by this reference in their entirety and made a part hereof for all purposes.
- R. INTERPRETATION AND RELIANCE. No presumption will apply in favor of any party in the interpretation of this contract or in the resolution of any ambiguity of any provisions thereof.
- S. RELATIONSHIP OF PARTIES. This contract and the transactions contemplated hereunder are based upon the active participation of all parties. Neither the execution nor delivery of this contract, nor the consummation of the transactions contemplated hereunder, shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the parties, except for the contractual arrangements specifically set forth in this contract. Except as is expressly agreed to in writing in this contract, no party (or any of its agents, officers or employees) shall be an agent or employee of the other party, nor shall a party (or any of its agents, officers or employees) have any power to assume or create any obligation on behalf of the other party. Nothing contained in this contract shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement among LCRA on the

one hand and the Purchaser on the other hand, except for the contractual arrangements specifically set forth herein.

- T. SEVERABILITY. In the event that any provision of this contract is held to be unenforceable or invalid by any court of competent jurisdiction, the parties shall negotiate an equitable adjustment to the provisions of this contract with the view to effecting, to the extent possible, the original purpose and intent of this contract, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- U. SHORT TERM SALES OF FIRM WATER TO THIRD PARTIES. In accordance with LCRA Board Policy 501, Water Resources Management, LCRA and PURCHASER agree that LCRA may market and re-sell any portion of PURCHASER'S Reserved Water to third parties on a limited term basis for a management fee and under terms mutually acceptable to LCRA and PURCHASER and in accordance with LCRA Board Policies.

EXECUTED this 29th day of December, 2006.

LOWER COLORADO RIVER AUTHORITY

By:


Karen Bondy, P.E.

Manager, River Management Services



LAKE TRAVIS RANCH, LLC,
a Delaware limited liability company

By: PCCP LAKE TRAVIS RANCH, LLC,
a Delaware limited liability company

By:


Printed Name: Aaron A. Giovara

Title: Vice President

EXHIBIT "A"

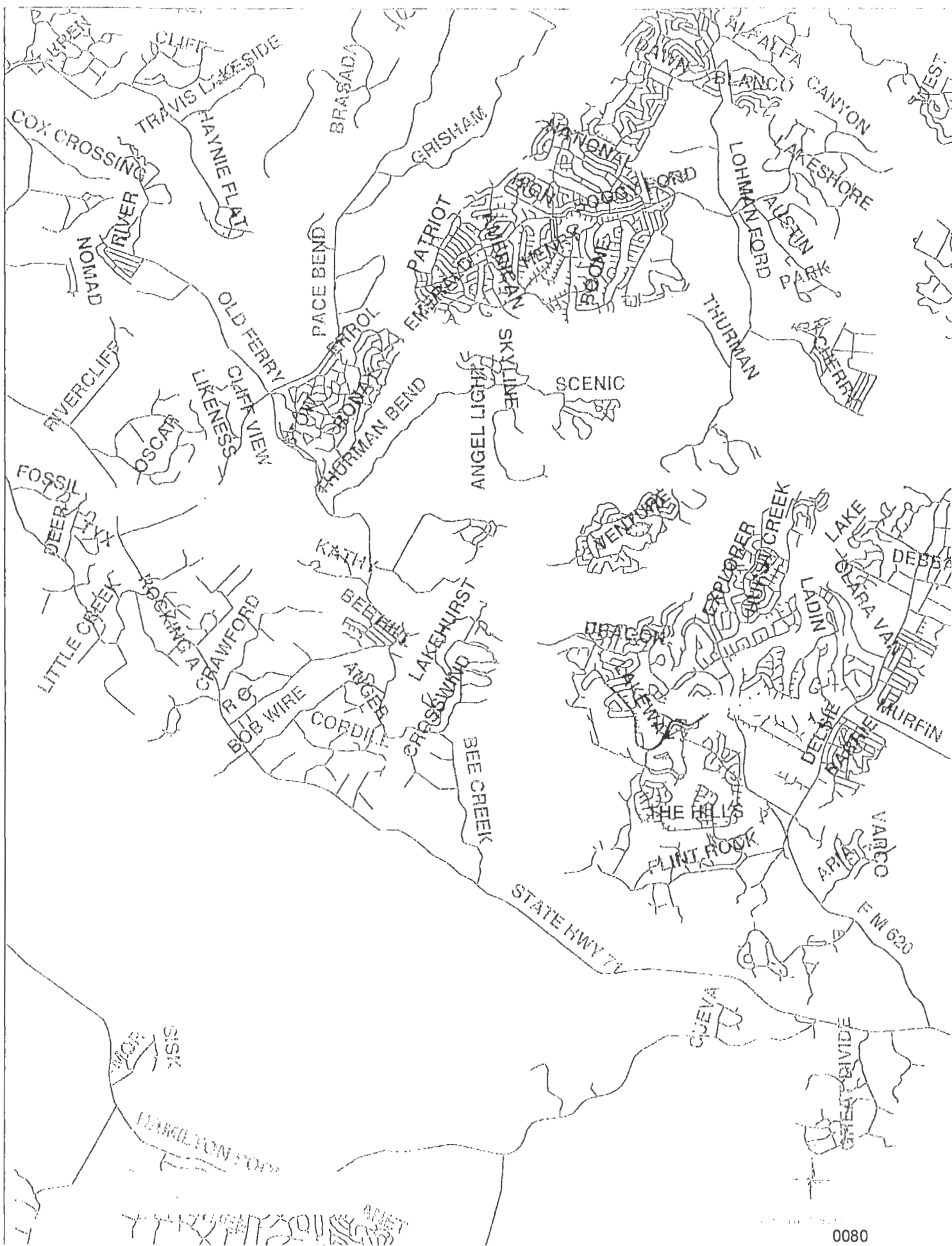


EXHIBIT "B"

Exhibit B

Depiction of Service Area

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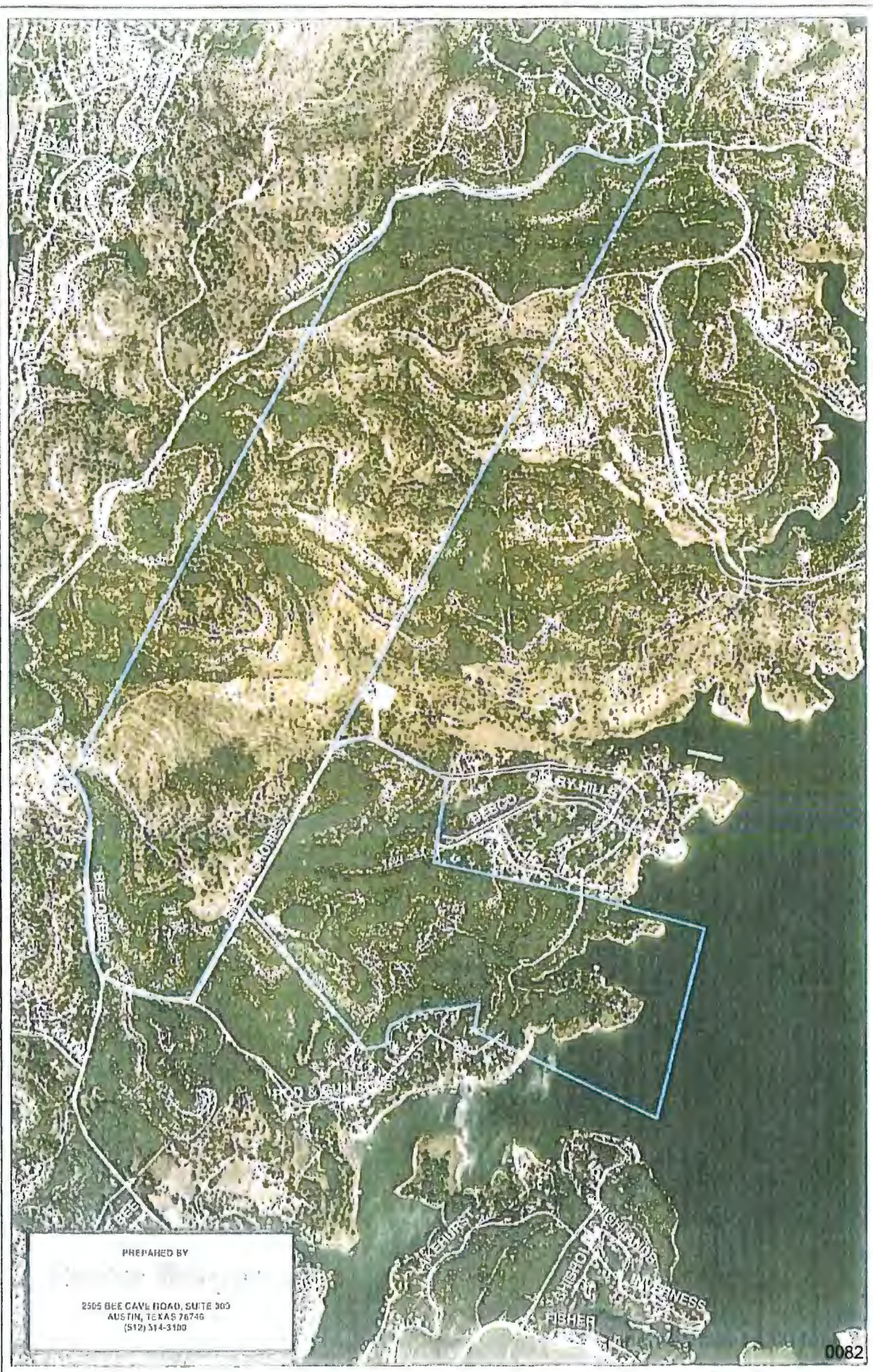


EXHIBIT "C"

EXHIBIT "D"

Water Conservation Plan

Water Conservation Plan

For

Lake Travis Ranch, LLC
Irrigation and Recreation Water Service
Travis County, Texas

Prepared for:

Haas and Haynie
395 Oyster Point Blvd. Suite 309
South San Francisco, CA 94080

Prepared by:
Murfee Engineering Company, Inc.
1101 S Capital of Texas Hwy
Austin, TX 78746

MEC Project #06058.01

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1.0 Introduction

The Lake Travis Ranch, LLC Irrigation and Recreation Utility ("Utility") developed the Water Conservation Plan (The "Plan") to effectively manage the water resources for recreational and irrigation facilities within the system's boundaries,

The Plan complies with the Drought Contingency Plan of the Lower Colorado River Authority (LCRA) Water Management Plan in accordance with the Rules for Water Conservation Plans.

The Plan recognizes that conservation is a valuable tool in managing water and wastewater utility systems. Benefits of water conservation include: extending available water supplies; reducing the risk of shortage during periods of extreme drought; reducing water and wastewater utility operating costs; improving the reliability and quality of water utility service; reducing customer costs for water service; reducing wastewater flows; improving the performance of wastewater treatment systems; and enhancing water quality and the environment.

1.1 Scope

The irrigation and recreational water demand will be utilized to irrigate an 150-acre golf course and supplement golf course irrigation ponds throughout the proposed development. The Plan applies to the service area, as shown in Appendix A. Surface water rights for irrigation and recreation water rights, equal to 840- acre-ft per year will be secured with the LCRA.

1.2 Declaration of Policy, Purpose, and Intent

The Utility will adopt the following Water Conservation Plan for its irrigation and recreation water systems.

2.0 Authorization and Implementation

The General Manager or his/her designee, of the Utility will be authorized and directed to implement the applicable provisions of this Plan. The General Manager, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Further the General Manager or his/her designee will act as Administrator of the Water Conservation Program. He/she will oversee the execution and implementation of the program and will be responsible for keeping adequate records for program verification.

3.0 Application

The provisions of the Plan shall apply to all person, customers, and property utilizing water provided by the Irrigation and Recreation Utility. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

4.0 Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental purposes such as fountains, reflecting pools, and water gardens.

Conservation: those practices, techniques and technologies that reduce the consumption of water, reduce the loss of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Direct Reuse: the authorized use of water obtained pursuant to a water sale contract, for the beneficial use identified in and within the service area of the water sale contract, which water remains unconsumed after the water is used for the original purpose of use, but before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake or other body of state-owned water.

Domestic water use: use of water by an individual or a household to support its own domestic activity. Such use may include water for drinking, washing, or culinary purposes; for irrigation of lawns, or of a family garden and/or orchard; for watering of domestic animals; and for water recreation including aquatic and wildlife enjoyment.

Industrial water use: use of water in a process designed to convert materials of lower value into forms having greater usability and value, including the development of power by means other than hydroelectric.

Irrigation use: the use of water for the irrigation of crops, trees, and pasture land, including but not limited to, golf courses and parks which do not receive water through a municipal distribution system.

Livestock water use: use of water for the open-range water of livestock, exotic livestock, game animals, or fur bearing animals. For purposes of this definition, the terms "livestock" and "exotic livestock" are to be used as defined in §142.001 of the Agriculture Code, and the terms "game animals" and "fur bearing animals" are to be used as defined in §53.001 and §71.001, respectively, of the Parks and Wildlife Code.

Lower Colorado River Authority (LCRA): entity providing wholesale water service to the Utility.

Non-essential water use: water uses that are not essential or required for the protection of public health, safety and welfare, including:

- (a) Irrigation of landscape areas, including parks, athletics fields, and golf courses, except for as otherwise provided for in the Plan;
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard surfaced areas;

- (d) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) Use of water to fill, refill, or to add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (g) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repairs of such leak(s);
- (i) Use of water from hydrants for construction purposes or any other purposes other than fire fighting or protection of public drinking water supplies; and
- (j) Use of water for livestock use is not included in the definition of "non-essential water use".

Non-potable water: water that is not suitable for direct human consumption.

Potable water: water that is suitable for direct human consumption.

Recreation Use: the use of water for the irrigation of crops, trees, and pasture land, including, but not limited to, golf courses and parks which do not receive water through a municipal distribution system.

Regional Water Planning Group: a group established by the Texas Water Development Board to prepare a regional water plan under the Texas Water Code,

Retail Treated Water Customer: an individual or entity that is provided water from the Utility and is not resold to or used by others.

Treated Water: water supplied from the Utility's treatment plant.

Water Conservation: water conservation includes, but is not limited to, those practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve efficiency on the use of water, and increase the recycling and reuse of water so that a water supply is made available for future, or alternative uses.

Water Sale Contract: a contractual agreement between LCRA and a customer for the sale of water under water rights granted to LCRA by the TCEQ

Wholesale Treated Water Customer: an individual or entity that, for compensation, supplies Utility water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies Utility water to itself or its employees or tenants as an incidence of that service or tenancy when that water is not resold or used by others.

5.0 Water Conservation Plan

The irrigation and recreational water demand will be utilized to irrigate a 150-acre golf course and supplement golf course irrigation ponds through the proposed development. The Plan applies to the service area, as shown in Appendix A. Surface water rights for irrigation and recreation water, equal to 840 acre-ft per year will be required.

Non-potable water will be supplied from Lake Travis to the golf course irrigation ponds and thence pumped out to irrigate the golf course over an eight (8) hour time period, typically at night. Water used for golf course irrigation will be split from the water going to the municipal water treatment plant for domestic use. The municipal water and irrigation / recreational water will be metered separately at the water intake structure facilities.

The peak irrigation demand after the establishment of the golf course is estimated to be approximately 7,000 gallons per acre per day throughout the summer months. The pumps will be sized to meet the peak established irrigation rate of 1,000,000 gallons per day (gpd). The establishment of the golf course will require more water over several months until the grasses and plant life has been established. This establishment phase could require two years to accomplish. After the golf course is established irrigation demand should be less.

Throughout the summer months, approximately six (6) months of the year, the golf course will be watered every day at the peak rate. For the remaining six (6) months, it is estimated that the golf course will be watered equivalent to the peak rate every two to three days. The specific target for five-year and ten-year water savings is 5 and 10 percent respectively.

5.1 Water Conservation Goals

The Water Conservation Plan addresses methods for reducing water consumption and water waste, methods for improving water use efficiency, and methods for increasing the beneficial reuse and recycling of water. The Utility will implement the conservation measures listed below to ensure an efficient water system and will monitor water use records to determine the water use in gallons per day. The Utility's water conservation goal for the next five and ten years will be to maintain the Best Management Practices (BMP's) detailed in this plan such that peak irrigation water use does not increase and to keep unaccounted water losses to less than 10%. These goals will be reviewed periodically to determine if it is reasonable and feasible.

5.2 Water Conservation Measures

(1) Universal Metering and Meter Replacement and Repair

The irrigation and recreation water will be metered at a central location. Metering devices should measure with an accuracy of $\pm 5\%$. A regularly scheduled maintenance program of meter repair, replacement and calibration will be performed in accordance with the following schedule:

Production (master) meters: Test once a year minimum

Meters larger than 1-inch: Test per manufacturer's recommendations

Zero consumption accounts will be checked to see if water is actually being used or not recorded. In addition, the meters will be checked for proper sizing. A copy of the calibration shall be submitted to the LCRA.

(2) Distribution System Leak Detection, Repair and Water-Loss Control

The Utility will conduct irrigation system leak detection and water audits, making appropriate repairs, in order to keep unaccounted water losses to less than 10%. The irrigation system should be tested for uniformity of spray as well as application rate. Irrigation testing should be done for each area capable of independent control.

(3) Water Conserving Irrigation Equipment and Application Systems

The Utility will recommend the use of controllers with water budget features, such as, utilizing appropriate spray heads, surge irrigation, low pressure sprinkler, drip irrigation and non-leaking pipe.

(4) Irrigation Testing and Scheduling

Maintenance zones will be identified, and irrigation schedules including frequency and duration will be developed for each zone. Irrigation scheduling should be adjusted, at minimum, quarterly, to reflect changes in seasonal irrigation requirements.

(5) Equipment Upgrades

Equipment upgrades will be implemented where technically and economically feasible, including but not limited to, automatic controllers, rain shut-off devices, soil moisture monitors, and installation of water conserving irrigation equipment (e.g. drip systems, bubblers, etc.)

(6) Landscape Irrigation Audits

The golf course will be irrigated using water provided from the Utility. Treated effluent from the Utility wastewater plant may be used to irrigate these areas. The Utility expects irrigation customers, where feasible, to utilize low maintenance and low water use plantings.

(7) Other Conservation Strategies

Additional conservation strategies to be considered will include:

- Promoting the recycling and reuse of reclaimed wastewater from the Utility's wastewater system;
- Promoting the reuse and recycling of tailwater (runoff) recovery;
- Future conversions of landscaped areas to low water plantings and opportunities for land improvements that retain or reduce runoff and increase the infiltration of rain and irrigation;
- Monitoring and evaluating water conservation measures implemented; and
- Employing other measures as may be applicable

6.0 Severability

It is hereby declared to be the intention of Lake Travis Ranch, LLC Irrigation and Recreation Utility that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections, of this Plan, since the same would not have been enacted by the Utility without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph or section.

7.0 Plan Review and Updates

The Plan was developed to fulfill requirements of the Texas Administrative Code Subchapter B, Section 288, to prepare a water conservation plan and provide community and water customers with essential water conservation response information, regulations, and serviced. Supplemental appendices will be added with baseline utility, water use, emergency management information specific to the Golf Course and/or Utility as it is established. In addition, the Plan will be reviewed at a minimum of every five (5) years and updated based on other developments in Utility's service area.

ACCEPTED BY DEVELOPER:

Mark Meyer – Vice President
Lake Travis Ranch, LLC

Appendix A

Water Utility Service Area Map

SCALE=1:2000

EXHIBIT "E"

Drought Contingency Plan

Lake Travis Ranch, LLC Drought Contingency Plan

The Utility shall use reasonable efforts to monitor water supply and demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Water supply conditions will be determined based on system capacity and weather conditions while demand will be measured by the peak daily demands on each system.

Public input in the preparation of this plan for drought contingency has been recognized. A program of continuing public education and information will be provided by means of direct communication between the Utility and the customers at least once per year. The Utility will provide a copy of this plan to LCRA regional planning groups upon request.

An alternative water source for emergency conditions has been identified and discussions have occurred, but at this time no feasible alternative is available. The Utility will comply with the LCRA Drought Contingency Plan.

Public notification of the initiation or termination of drought response stages shall be by means of publication in local media outlets and signs posted at Utility offices and other public places and inserts in utility bills when appropriate.

1.1 Triggering Criteria for Initiation and Termination of Drought Response Stages

The following trigger criteria shall apply to the Utility's customers

(1) Stage 1 – Mild Water Shortage Conditions (Voluntary Measures)

Requirements for initiation – Customers shall be requested to voluntarily conserve water and adhere to Stage 1 Drought Response Measures when one or a combination of such triggering criteria occur:

- (a) When total daily water demand equals or exceeds 80 percent of the contracted maximum wholesale daily volume for three (3) consecutive, or 85 percent on a single day; or,
- (b) When LCRA Water Management Plan triggers voluntary restrictions for all LCRA firm raw water customers; or,

Requirements for Termination – Stage 1 of the Plan may be rescinded when:

- (a) The daily water demand condition listed above as a triggering event has ceased to exist for a period of five (5) consecutive days; or,
- (b) LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed under LCRA Water Management Plan

(2) Stage 2 – Moderate Water Shortage Conditions (Mandatory Measures)

Requirements for Initiation – Customers shall be required to comply with the Stage 2 Drought Response Measures of this Plan when the following triggering criteria are met.

- (a) When total daily water demand equals or exceeds 93 percent of the contracted maximum wholesale daily volume for three (3) consecutive days, or 95 percent on a single day; or,
- (b) When any other additional trigger criteria for individual systems as listed in LCRA Water Management Plan are achieved

Requirements for Termination – Stage 2 of the Plan may be rescinded when:

- (a) The contracted maximum wholesale daily volume condition listed above as a triggering event has ceased to exist for a period of five (5) consecutive days;
- (b) When any other additional trigger criteria for individual systems as listed in the LCRA Water Management Plan have ceased to exist.

(3) Stage 3 – Severe Water Shortage Conditions (Emergency Measures)

Requirements for Initiation – Customers shall be required to comply with Stage 3 Drought Response Measures of this Plan when severe water shortage conditions exist. LCRA will recognize that a severe water shortage condition exists when either of the following criteria are met:

- (a) When total daily water demand equals or exceeds 95 percent of the contracted maximum wholesale daily volume for three (3) consecutive days, or 97 percent on a single day; or,
- (b) When LCRA declares a drought more severe than the drought of record for those customers receiving water from the Highland Lakes.

Requirements for Termination – Stage 3 of the Plan may be rescinded when:

- (a) The contracted maximum wholesale daily volume condition listed above as a triggering event has ceased to exist for a period five (5) consecutive days; or,
- (b) LCRA declares the cancellation of drought

Upon termination of Stage 3, Stage 2 becomes operative.

(4) Stage 4 – Emergency Water Conditions

Initiation and termination of water emergencies will operate under measures listed in the Utility's Drinking Water Emergency Response Plan. A copy of this plan will be made available upon request. The Utility will notify affected customers and the media of the termination of Stage 4. Examples of a water emergency include, but are not limited to, the following:

- (a) Major water line breaks, loss of distribution pressure, or pump or system failures occur, which cause unprecedented loss of capability to provide water service.
- (b) Natural or man-made contamination of the water supply source

Upon declaration of Stage 4 – Emergency Water Conditions, water use restrictions outlined in Stage 4 Emergency Response Measures shall immediately apply.

1.2 Drought Response Measures

The Utility manager shall use reasonable efforts to monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering effects set forth in Section 1.1. of the Plan shall determine that a mild, moderate, severe, or emergency condition exists and shall implement the following measures upon publication of notice in local media sources. The quantified targets for water use reduction during periods of drought shall be 20%.

1.2.1 Retail Customers

(1) Stage 1 – Mild Water Shortage – Voluntary Measures

Supply Management Measures:

That Utility will:

Review system operations and identify ways to improve system efficiency and accountability.

Demand Management Measures

- (a) Apply all water use restrictions prescribed for Stage 2 of the Plan to any Utility owned facilities and properties.
- (b) Provide educational materials on water conservation measures and practices to retail customers.

(2) Stage 2 – Moderate Water Shortage – Mandatory Measures

Supply Management Measures:

In addition to measures implemented in Stage 1 of the Plan the Utility will:

- (a) Water all Utility owned landscaped areas only by means of a hand held hose or drip irrigation

- (b) Discontinue water main and line flushing unless necessary for public health reasons.
- (c) Use reasonable efforts to keep customers and the news media informed on issues regarding current and projected water supply and/or demand conditions.

Demand Management Measures:

Under threat of penalty for violation, the following water use restrictions shall apply to all retail water customers:

- (a) Irrigation of all landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to a weekly watering schedule that will vary by individual utility system as outlined the attached appendices.
- (b) Outdoor watering hours will be limited to between the hour of 12:00 midnight and 10:00 a.m. and between 7:00 p.m. and 12:00 midnight on designated watering days. This prohibition does not apply to irrigation of landscaped areas if it is by means of:
 - a. A hand-held hose
 - b. A faucet filled bucket or watering can of five (5) gallons or less, or
 - c. A drip irrigation system
- (c) If a new landscape has been installed within two weeks or after the initiation of Stage 2, then irrigation of that landscape may only occur during the outdoor watering hours listed immediately above and in accordance with the following 30 day irrigation schedule:
 - a. For the first 10 days after installation, once a day;
 - b. For day 11 through 20 after installation, once every other day; and
 - c. For day 21 through 30 after installation, once every third day
- (d) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 7:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (e) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days during the designated watering hours.

- (f) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains are equipped with a recirculation system.
- (g) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the Utility.
- (h) All restaurants are encourages to serve water to their patrons only upon request.
- (i) The following non-essential uses of water are prohibited at all times unless reasonably necessary for reasons of health, safety, or welfare.
 - a. Washing down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surface areas;
 - b. Washing down buildings or structures for purposes other than immediate fire protection;
 - c. Dust control, there is a demonstrated need to do so because of public health and safety;
 - d. Flushing gutters or allowing a substantial amount of water to run off a property or accumulate in any gutter, street, or parking lot to a depth greater than one-fourth of an inch; and,
 - e. Failing to repair a controllable leak(s), including but not limited to broken irrigation or sprinkler head, leaking valve, or leaking faucet, within a reasonable period after having been given notice directing the repair of such leak(s).

(3) Stage 3 – Severe Water Shortage

Supply Management Measures:

In addition to measures implemented in preceding stages of the Plan, the Utility will evaluate emergency water supply options.

Demand Measurement Measures:

Under threat of penalty for violation, all retail customers are required to further reduce non-essential water uses as follows. All requirements of Stage 2 shall remain in effect during Stage 3, with the following modifications and additions:

- (a) Irrigation of landscaped areas is absolutely prohibited, except with hand-held hoses, hand-held buckets, or drip irrigation. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.

- (b) No new landscapes may be installed.
- (c) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (d) The filling, refilling or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.
- (e) Operation of any ornamental fountain or pool for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (f) No applications for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or improved.

(4) Stage 4 – Emergency Measures

Under threat of penalty for violation, all retail customers are required to further reduce non-essential water uses as follows. All requirements of Stage 3 shall remain in effect during Stage 4, with the following modifications and additions:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited unless the golf course utilizes an alternate water supply source.
- (c) Use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

1.3 Public Notification

The Utility will periodically provide information about the drought contingency components of this Plan, including (1) the conditions under which each stage of the Plan is to be initiated or terminated, and (2) the drought response measures to be implemented in each stage. This information will be provided by various means depending on the audience including articles in the local print media and special materials mailed to customers.

1.4 Enforcement

1.4.1 Retail Customers

The following enforcement provisions shall apply to all retail customers:

- (1) No person shall knowingly or intentionally allow the use of water from the water utility system for residential, commercial, industrial, agricultural, governmental

or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the Utility, in accordance with the provisions of this Plan

- (2) Any person who violates this Plan shall be subject to the following surcharges and conditions or service:
- a. Following the first documented violation, the violator shall be given a notice of violation specifying the type of violation and the date and time the violation was observed, and the surcharge and restrictions on service that may result from additional violations;
 - b. Following the second documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge in the amount of \$200.00;
 - c. Following the third documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge in the amount of \$700.00;
 - d. Following the fourth documented violation, the utility, shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violation occur. Service discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$500.00, and any other costs incurred by the utility in discontinuing service, and any outstanding charge including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$500.00 must be given to the utility, that the same action shall not be repeated while the Plan is in effect. The utility may apply the deposit to any surcharges or penalties subsequently assessed against a customer under this Plan. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.
- (3) Compliance with this plan may also be sought through injunctive relief in the district court.
- (4) Each day that one or more of the provisions in this Plan is violated shall constitute a separate violation. Any person, including a person classified as a water customer of the utility, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator. Any such person, however, shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of the minor child, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

1.5 Variances

The Utility may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (1) Compliance with this Plan cannot be reasonably accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (2) Alternative methods can be implemented which will achieve substantially the same level of reduction in water use.

Persons requesting a variance from the provision of this Plan shall file a petition for variance with the utility with five (5) days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the utility and shall include the following:

- (1) Name and address of the petitioner(s).
- (2) Purpose of water use.
- (3) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (4) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan.
- (5) Description of the relief requested.
- (6) Period of time for which the variance is sought.
- (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (8) Other pertinent information

Variances granted by the utility shall be subject to the following conditions, unless waived or modified by the utility:

- (1) Variances granted shall include a timetable for compliance.
- (2) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specific requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

1.6 Uniformity of Application

Notwithstanding anything to the contrary, the Utility shall be obligated to enforce and its customers to comply with the provisions of this Drought Contingency Plan only to the extent LCRA's other similarly situated wholesale and retail water customers are required to initiate and implement substantially similar water conservation measures at the same time. In the event LCRA allows other customers to adopt less restrictive standards, the Utility may at its option implement those standards.

Lake Travis Ranch, LLC

The undersigned, as the current owner of the land, hereby acknowledges that the foregoing Drought Contingency Plan forms an integral part of its Raw Water Sale Contract with the Lower Colorado River Authority. The undersigned agrees to incorporate the Water Conservation Plan, which includes a drought contingency plan into any future assignment of the Raw Water Sale Contract to a future utility provider.

Adopted this ____ day of _____, 2006

LAKE TRAVIS RANCH, LLC

By:

Mark Meyer, Vice President

EXHIBIT "F"

Arbitration Procedures

EXHIBIT F
ARBITRATION PROCEDURES

Section 1. Arbitration.

- 1.1. Binding Arbitration.** Binding arbitration shall be conducted in accordance with the following procedures:
- (a) The party seeking arbitration hereunder shall request such arbitration in writing, which writing shall be delivered to the opposing party or parties and include a clear statement of the matter(s) in dispute. If a legal proceeding relating to the matter(s) in dispute has previously been filed in a court of competent jurisdiction (other than a proceeding for injunctive or ancillary relief) then such notice of election under this section shall be delivered within ninety (90) days of the date the electing party receives service of process in such legal proceeding. Otherwise, the legal proceeding shall be allowed to continue and binding arbitration shall not apply to the matter(s) in dispute in that legal proceeding.
 - (b) Except to the extent provided in this Exhibit G, the arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Association by a single arbitrator to be appointed as follows: (i) upon the issuance and receipt of a request for arbitration, the requesting and receiving party each shall designate a representative for the sole purpose of selecting, by mutual agreement with the other party's designee, the individual who shall arbitrate the Dispute or Controversy referred to arbitration hereunder; (ii) within twenty (20) days of their appointment, the two representatives shall designate a third individual who shall be the arbitrator to conduct the arbitration of the Dispute or Controversy; (iii) said individual shall be qualified to arbitrate the Dispute or Controversy referred to arbitration hereunder and have a schedule that permits him or her to serve as arbitrator within the time periods set forth herein. In order to facilitate any such appointment, the party seeking arbitration shall submit a brief description (no longer than two (2) pages) of the Dispute or Controversy to the opposing party. In the event the parties' two representatives are unable to agree on a single arbitrator of the Dispute or Controversy within the twenty (20) day period, then the arbitrator shall be appointed by the then-serving chief administrative district judge of Travis County, Texas, or any successor thereto within the next ten (10) day period. The party seeking arbitration shall make the parties' request for appointment of an arbitrator and furnish a copy of the aforesaid description of the Dispute or Controversy to said judge. Each party may, but shall not be required to, submit to said judge a list of up to three (3) qualified individuals as candidates for appointment as the arbitrator whose schedules permit their service as arbitrator within the time periods set forth herein. The arbitrator appointed by the judge need not be from such lists.
 - (c) Within thirty (30) days of the date the arbitrator is appointed, the arbitrator shall notify the parties in writing of the date of the arbitration hearing, which hearing date shall be not less than one-hundred twenty (120) days from the date of the arbitrator's appointment. The arbitration hearing shall be held in Austin, Texas. Except as otherwise provided herein, the proceedings shall be conducted in accordance with the procedures of the Texas General Arbitration Act, Tex. Civ. Prac. & Remedies Code § 171.001 et seq. (the "Texas General Arbitration Act"). Depositions may be taken and other discovery may be made in accordance with the Texas Rules of Civil Procedure, provided that (i) depositions and other discovery shall be completed within ninety (90) days of the appointment of the arbitrator, (ii) there shall be no evidence by affidavit allowed, and (iii) each party shall disclose a list of all documentary evidence to be used and a list of all witnesses and experts to be called by the party in the arbitration hearing at least twenty (20) days prior to the arbitration hearing. The arbitrator shall issue a final ruling within thirty (30) days after the arbitration hearing. Any decision of the arbitrator shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered pursuant to the foregoing, which may include an award or decree of specific performance hereunder, shall be final and binding on, and not appealable by, the parties, and judgment thereon may be entered or enforcement thereof sought by either party in a court of competent

jurisdiction. The foregoing deadlines shall be tolled during the period that no arbitrator is serving until a replacement is appointed in accordance with this Exhibit F.

- (d) Notwithstanding the foregoing, nothing contained herein shall be deemed to give the arbitrator appointed hereunder any authority, power or right to alter, change, amend, modify, waive, add to or delete from any of the provisions of the contract.

Section 2. Further Qualifications of Arbitrators; Conduct. All arbitrators shall be and remain at all times wholly impartial and, upon written request by any party, shall provide the parties with a statement that they can and shall decide any Dispute or Controversy referred to them impartially. No arbitrator shall be employed by any party, the State of Texas, or have any material financial dependence upon a party, the State of Texas, nor shall any arbitrator have any material financial interest in the Dispute or Controversy.

Section 3. Applicable Law and Arbitration Act. The agreement to arbitrate set forth in this Exhibit shall be enforceable in either federal or state court. The enforcement of such agreement and all procedural aspects thereof, including the construction and interpretation of this agreement to arbitrate, the scope of the arbitrable issues, allegations of waiver, delay or defenses as to arbitrability and the rules (except as otherwise expressly provided herein) governing the conduct of the arbitration, shall be governed by and construed pursuant to the Texas General Arbitration Act. In deciding the substance of any such Dispute or Controversy, the arbitrator shall apply the substantive laws of the State of Texas. The arbitrator shall have authority, power and right to award damages and provide for other remedies as are available at law or in equity in accordance with the laws of the State of Texas, except that the arbitrator shall have no authority to award incidental or punitive damages under any circumstances (whether they be exemplary damages, treble damages or any other penalty or punitive type of damages) regardless of whether such damages may be available under the laws of the State of Texas. The parties hereby waive their right, if any, to recover punitive damages in connection with any arbitrated Dispute or Controversy.

Section 4. Consolidation. If the parties initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then the parties hereby agree that all such proceedings may be consolidated into a single arbitration proceeding.

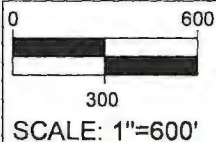
Section 5. Pendency of Dispute; Interim Measures. The existence of any Dispute or Controversy eligible for referral or referred to arbitration hereunder, or the pendency of the dispute settlement or resolution procedures set forth herein, shall not in and of themselves relieve or excuse either party from its ongoing duties and obligations under the contract or any right, duty or obligation arising therefrom; provided, however, that during the pendency of arbitration proceedings and prior to a final award, upon written request by a party, the arbitrator may issue interim measures for preservation or protection of the status quo.

Section 6. Complete Defense. The parties agree that compliance by a party with the provisions of this Exhibit shall be a complete defense to any Action or Proceeding instituted in any federal or state court, or before any administrative tribunal by any other party with respect to any Dispute or Controversy that is subject to arbitration as set forth herein, other than a suit or action alleging non-compliance with a final and binding arbitration award rendered hereunder.

Section 7. Costs. Each party shall bear the costs of its appointed representative to select the arbitrator of the Dispute or Controversy and its own attorneys' fees, while the costs of the arbitrator of the Dispute or Controversy incurred in accordance with the foregoing shall be shared equally by the parties. Additional incidental costs of arbitration shall be paid for by the nonprevailing party in the arbitration; provided, however, that where the final decision of the arbitrator is not clearly in favor of either party, such incidental costs shall be shared equally by the parties.

Appendix “C”

Map depicting Location and Coordinates
for Barge in Lake Travis



SCALE: 1"=5,000'



Travis Club
Boundary

Pond E

Travis Club
Boundary

Raw water intake

Barge

LAT: 30.3890659
LONG: -98.0328654

TRAVIS CLUB
BOUNDARY

POND E

SIESTA SHORES DRIVE

PUMP STATION

RAW WATER
INTAKE LINE

DEBCO LANE

MOON DANCE LANE

SIESTA SHORES DR.
COLBY HILLS DR.
LAKE VIEW DRIVE

INTAKE
CONTROL
FACILITY

TRAVIS CLUB
BOUNDARY

RAW WATER
INTAKE BARGE
LAT: 30.3804743
LONG: -98.021433

MEC
Murfee Engineering Company Texas Registered Engineering Firm F-353
1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746, (512) 327-5204

TRAVIS CLUB
POND E

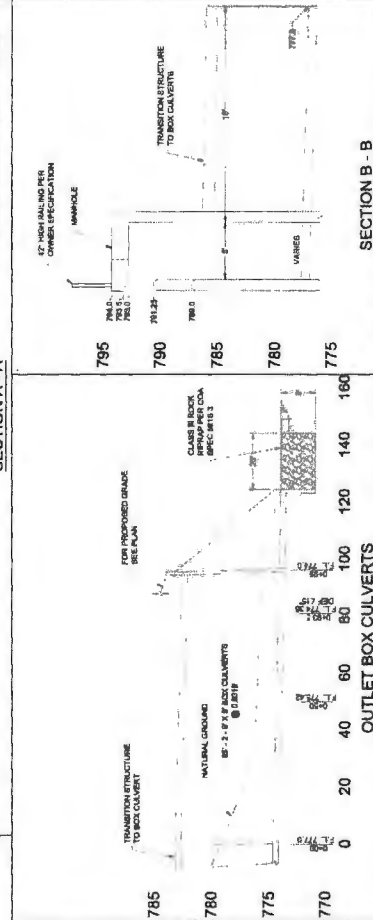
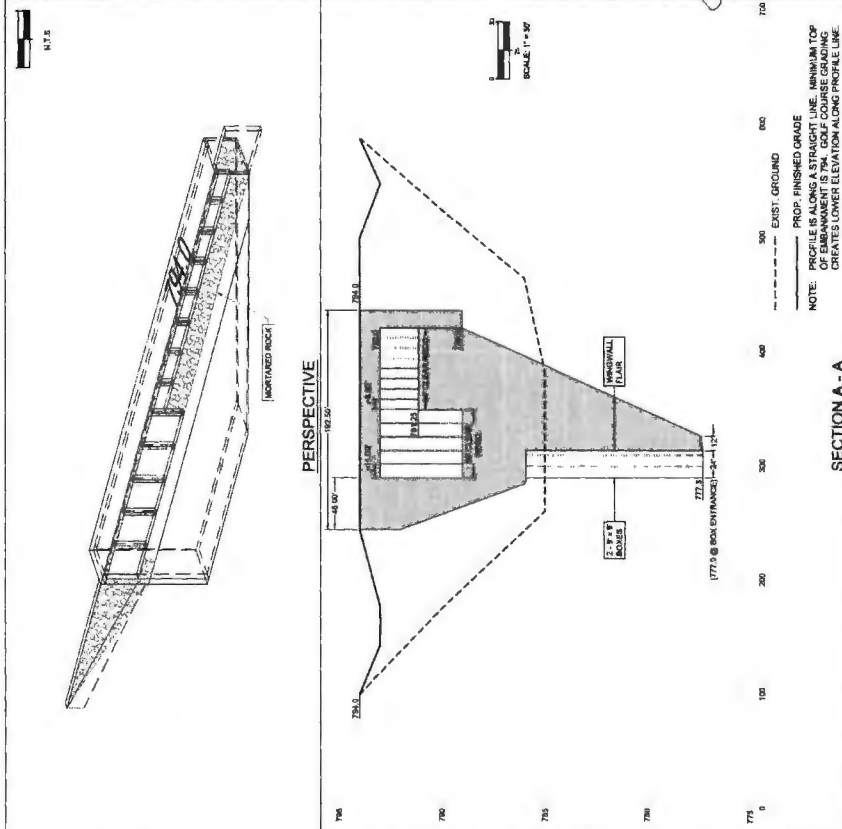
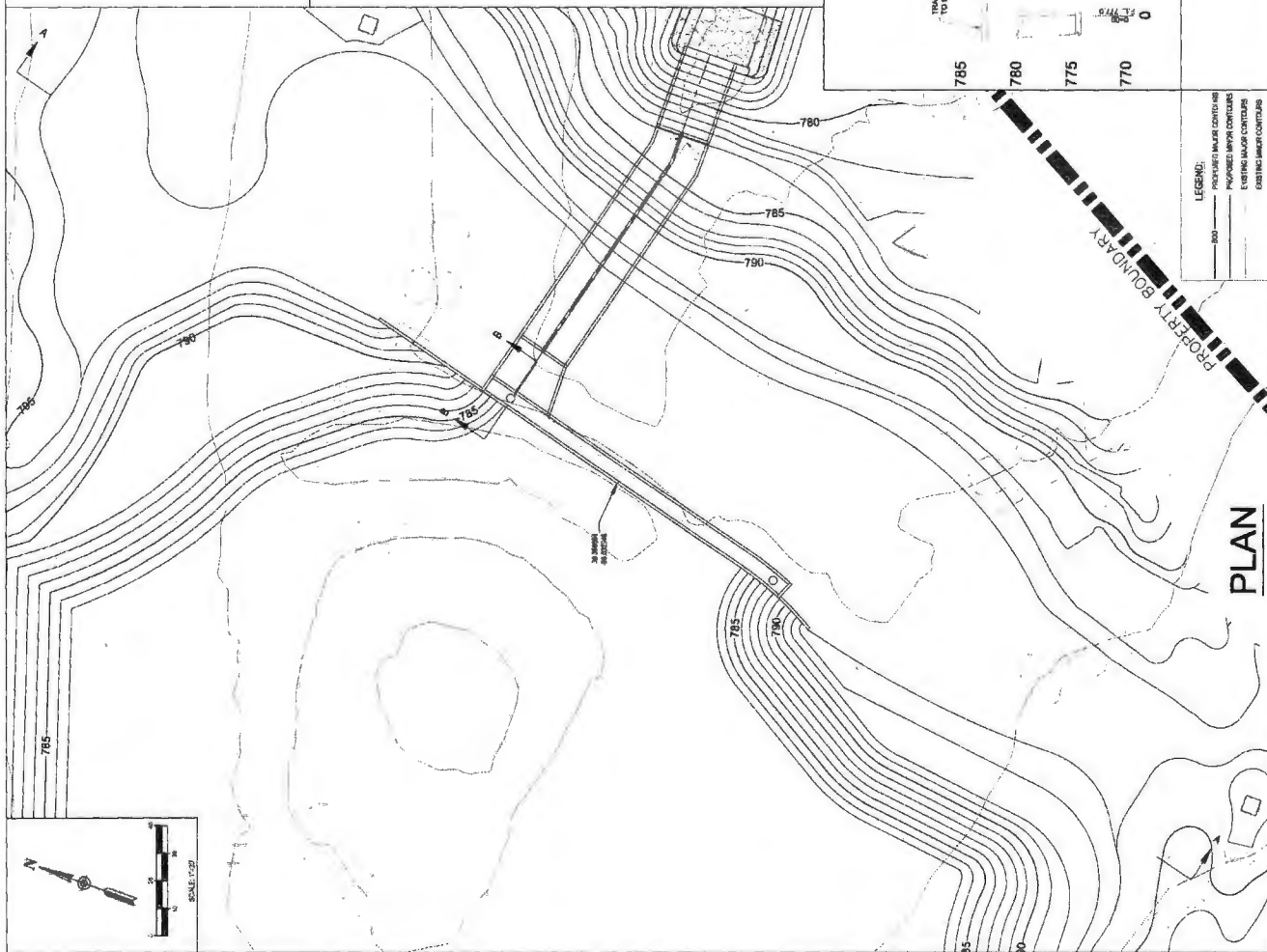
JOB NO.	19-011-10	SCALE:	AS NOTED	SHEET:	1 OF 1
DATE:	6/21/2024	TAB:			pond e
DESIGNED BY:	JFS	DRAWN BY:	RLW	CHECKED BY:	JFS

W:\Cover\ Ranch\H&H\Golf\Course_Definition\CAD\UFS-CR_DET-DAM-OVL.dwg(pond e-to-intake)

Appendix “D”

Drawings of proposed Pond “E”



[illegible]

TRAVIS CLUB GOLF

087215
087215

1101 CAPITAL OF TEXAS HIGHWAY SOUTH
BUILDING D, SUITE 110
AUSTIN, TEXAS 78746
(512) 327-8204
Texas Registered Engineering Firm F-353



MURFEE ENGINEERING COMPANY

RECORDED BY	JF'S
INDEXED BY	JF'S
FILED BY	JF'S
DATE	August 20, 2024

FILE NO. 27-24-021
 CASE NO. 27-24-021
 PAGE NO. 27-24-021

C3
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Appendix “E”

Google Earth Map of Pond “E” Site

Travis Club Golf

Pond E

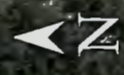
Travis Club Pond D

Queen of Angels Chapel

Travis Club Pond E

Siesta Shores Dr

Siesta Shores Dr



800 ft

Appendix “F”

Travis Club Stormwater Detention Ponds,
Dam Safety Analysis, Updated November 2024
(Murfee Engineering Company)



Travis Club Golf Stormwater Detention Pond E
Dam Safety Analysis
December 2023
Updated June 2024
Updated November 2024

Prepared for:

HH-CH-B Blue Lake LLC
1111 West 11th. St.
Austin, Texas 78703

Prepared by:

Murfee Engineering Company, Inc.
Texas Registered Firm No. F-353
1101 Capital of Texas Highway South
Building D
Austin, Texas 78746
(512) 327-9204

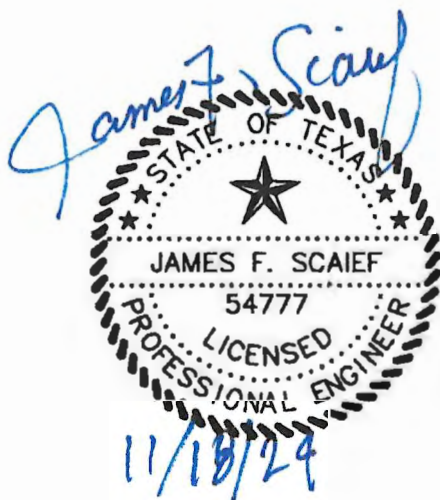


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BREACH ANALYSIS

CONCLUSION

FIGURES

Location Map

Inundation Limit Map

APPENDIX

TCEQ Forms 20345 and 20346

Response to September 26, 2024, TCEQ Comments

DETENTION POND E UPDATED SHEETS

Provided with this submittal.

DIGITAL FILES

HEC-HMS and HEC-RAS files are provided with submittal.

INTRODUCTION

This report represents the latest changes to the Travis Club Golf stormwater detention ponds as they relate to 30 TAC Chapter 299, Dams and Reservoirs. The earlier versions of the report should be consulted for the methodology and basis for developing the stormwater runoff hydrographs. The initial submittal was for four stormwater detention ponds, labeled C-F. In the process of the review, only Pond E was deemed subject to Chapter 299 review by the TCEQ. It was concluded that Ponds C and D do not meet the definition of a dam, and the Pond F dam was also excluded from the Dam Safety Program's jurisdiction per 30 TAC Chapter 299.1(a)(2). The attached Location Map shows Pond E as well as the excluded ponds. The main question remaining is the hazard classification of the Pond E dam. To resolve this, a breach analysis was conducted. The response to the latest review comments is provided in a separate letter. A copy is provided in the Appendix.

BREACH ANALYSIS

Pond E discharges to an unnamed tributary to Lake Travis. While there are several habitable structures along this drainageway, all but three lie within the 100-year floodplain of the lake. The 100-year water surface elevation for the lake is 722. Those within the Lake Travis floodplain have an adjacent grade that will be inundated by approximately three to 18 feet depending upon the structure.

Breach parameters include the terminal size of the breach and the time of the breach. The width of the breach, per Section 8.3 of the Hydrologic and Hydraulic Guidelines for Dams in Texas, is defined as three times the depth of water impounded with vertical side slopes. For the Pond E dam, the depth is eleven feet (794 – 783). This produces a breach width of 33 feet. Failure rate is defined as three feet of water per minute, or 3.67 minutes for Pond E. Since the embankment is defined by the golf course fairway with a minimum width of approximately 60 feet, the 3.67 minutes is most likely a very conservative assumption.

The U.S. Army Corps of Engineers (USACE) HEC-RAS program, version 6.2 was used to model the breach using the unsteady flow analysis of the program. The hydrograph for the 0.75 PMP, 1-hour Tropical storm event was modeled. The downstream boundary condition was the

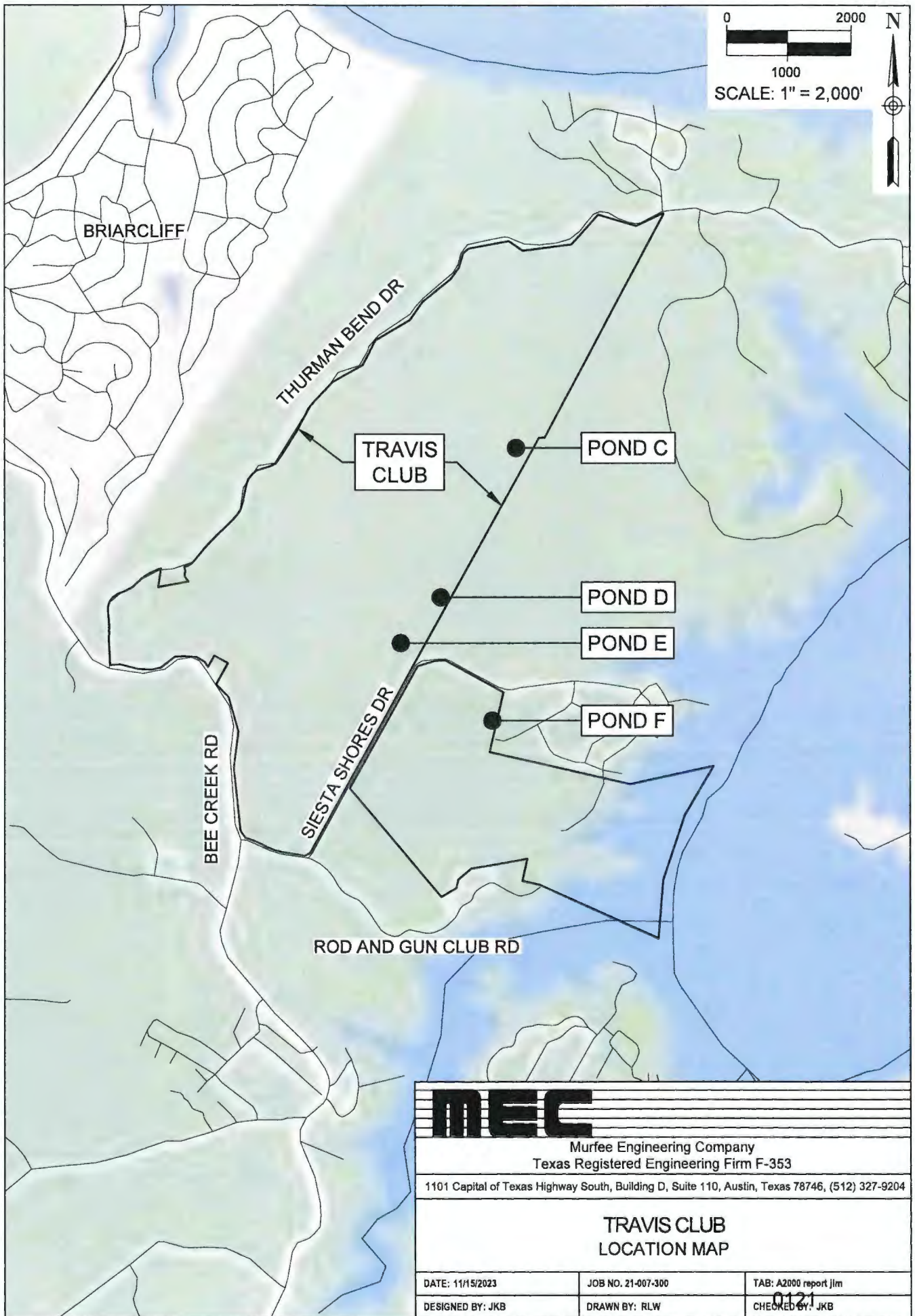
Lake Travis 100-year water surface elevation. The results indicate that the only habitable structures inundated are those in the Lake Travis floodplain. The breach did not produce an adverse effect on the 722-water surface elevation. The following table summarizes the results.

River Sta	W.S. Elev (ft)	River Sta	W.S. Elev (ft)
5263	775.61	2926	728.58
5107	771.97	2751	726.22
4986	765.78	2684	724.66
4534	753.64	2595	722.17
4274	748.59	2358	722.02
4056	744.30	2082	722.02
3826	739.88	1849	722.01
3475	735.71	1580	722.01
3133	731.76	1320	722.00
3002	729.76	-	-

All the habitable structures in the Lake Travis floodplain are downstream of station 2595. The results indicate no impact to these structures. Of the three remaining structures, the only one to be potentially impacted is at station 3002. While close, the inundation does not reach the structure. The attached Inundation Map shows that the home is not impacted by the breach.

CONCLUSION

The analysis demonstrates that no habitable structures are impacted by the breach of the Pond E dam using the hydrograph of the 0.75 PMP. Since Pond E is classified as a Small Dam and the breach shows that the structure meets the Low Hazard classification as defined in 30 TAC Chapter 299.14(1). Per Figure: 30 TAC §299.15(a)(1)(A) the design flood hydrograph is the 0.25 PMF. As designed the structure safely passes the 0.25 PMF.



MEC		
Murfee Engineering Company Texas Registered Engineering Firm F-353		
1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746, (512) 327-9204		
TRAVIS CLUB LOCATION MAP		
DATE: 11/15/2023	JOB NO. 21-007-300	TAB: A2000 report jlm
DESIGNED BY: JKB	DRAWN BY: RLW	CHECKED BY: JKB



**TRAVIS CLUB
 BREACH INUNDATION LIMIT**

APPENDIX



Texas Commission on Environmental Quality
Dam Safety Section
Critical Infrastructure Division MC-177
12100 Park 35 Circle, Bldg. A
Mail: P.O. Box 13087
Austin, TX 78711-3087

INFORMATION SHEET: PROPOSED NEW CONSTRUCTION, MODIFICATION, REPAIR, ALTERATION, OR REMOVAL OF A DAM

(Please print or type and complete all Sections, unless otherwise specified)
Reference Title 30 Texas Administrative Code (TAC), Chapter 299, Dams and Reservoirs

PLEASE CHECK ONE: ☒ New ☐ Modification ☐ Repair ☐ Removal

SECTION 1: OWNER INFORMATION

Owner's (or representative) Name: Leisha Ehler

Organization: HH-CH-B Blue Lake LLC

I have authorized the submittal of the final construction plans and specifications to the Texas Dam Safety Program according to 30 TAC Chapter 299.

(Signature of Owner)

12/7/23
(Date)

Owner's Address: 1111 West 11th St.

City: Austin

State: Texas

Zip Code: 78703

Phone: (512) 381-6108

Emergency Contact Phone: (512) 381-6108

Email: [REDACTED]

Owner Code (Please check one): ☐ Federal (F) ☐ Local Government (L) ☐ Utility (U) ☐ Private (P)
☒ State (O) ☐ Other (O) specify: LLC

Engineering Firm: Murfee Engineering Co., Inc.

State Tax I.D. Number: 74-2742570

TBPE Firm Number: 353

Project Engineer: James Scalef

TBPE License Number: 54777

Engineering Firm Address: 1101 Capital of Texas Hwy. S., Bldg. D

City: Austin

State: Texas

Zip Code: 78746

Phone: (512) 327-9204

Emergency Contact Phone: (512) 327-9204

Email: [REDACTED]

SECTION 2: GENERAL INFORMATION

Name of Dam: Travis Club Golf Pond E

Texas Dam Safety (TX) Number: _____

Location: N.W. 1.5 miles to Briarcliff

Latitude: 30.382059 30.3889392°

Longitude: -98.032059 -98.0329259

County: Travis

Stream Name: Unnamed trib to Lake Travis

River Basin: Colorado

General Location: South shore of Lake Travis

Date of Emergency Action Plan (EAP), if one exists: None

TCEQ-20345 (10/2023)

SECTION 3: INFORMATION ON DAM

Classification

Size Classification: ☐ Large ☐ Intermediate ☒ Small

Hazard Classification: ☐ High ☐ Significant ☒ Low

Number of People at Risk: 0 Study Year: 2023

Type of Dam: ☒ Earthen ☐ Concrete ☐ Gravity ☐ Rockfill ☐ Masonry ☐ Other (specify): _____

Dam Structure (dimensions to nearest tenth of foot, volume to nearest acre-foot or cubic yard, areas to nearest acre):

Height of Dam (ft): 19 (794-775) (effective crest to lowest point of original streambed)

Structural Height of Dam (ft): 19 (effective crest to lowest structural point of the dam)

Length of Dam (ft): 487 Crest Width (ft): 60

Normal Pool (ft-msl): 789.0 Service Spillway (ft-msl): 789.0

Emergency Spillway (ft-msl): 791.2 Effective Top of Dam (ft-msl): 794

Downstream Toe (ft-msl): 775 Embankment Volume (cubic yard): 10,125

Maximum Reservoir Capacity (ac-ft): 25.2 Normal Reservoir Capacity (ac-ft): 12.2

Normal Pool Surface Area (ac): 2.4

Total Spillway Capacity (cfs): 2720 (at the effective crest of the dam)

Outlet (Drain and/or Low Flow)

Outlet Effective Diameter: N/A ☐ in ☐ ft

Type: N/A

Service Spillway

Type: ☐ Open Channel ☒ Overflow Structure ☐ Drop Inlet ☐ Gate ☐ Siphon ☐ Conduit ☐ Other (specify): _____

Width/Diameter (ft): 55 w x 5' d Capacity (cfs): 1845 *

*** Includes flow that may be considered emergency spillway flow**

Emergency Spillway

Type: ☐ Open Channel ☒ Overflow Structure ☐ Drop Inlet ☐ Gate ☐ Siphon ☐ Conduit ☐ Other (specify): _____

Width/Diameter (ft): 64' w x 2.75' d Capacity (cfs): 876

SECTION 4: HYDROLOGIC INFORMATION

Required Hydrologic Criteria (% PMF): 25 PMF Passing (%): 25

PMF Study Year: 2024 Drainage Area (ac): 198 ☐ square miles ☒ acres

ARC III CN Number (if needed): 91 Time of Concentration (min): 21.4

Design Storm Peak Discharge (cfs): 745 Design Storm Peak Stage (ft-msl): 791.6

Design Storm Duration (hr): 1 hr (Tropical)

If you have questions on how to fill out this form or about the Dam Safety Program, please contact us at 512-239-5195. Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512-239-3282.



Texas Commission on Environmental Quality
Dam Safety Section
Critical Infrastructure Division MC-177
12100 Park 35 Circle, Bldg. A
Mail: P.O. Box 13087
Austin, TX 78711-3087

HYDROLOGIC AND HYDRAULIC (H&H) EVALUATION SUMMARY

(Please print or type and complete **all** Sections, unless otherwise specified)

Name of Dam: Travis Club Pond E

Texas Dam Safety (TX) Number: _____ Year Built/to Build: 2025

County: Travis

Normal Reservoir Capacity (ac-ft): 12.2 Maximum Reservoir Capacity (ac-ft): 25.2

Normal Pool Elevation (ft-msl): 789.0 Effective Top of Dam Elevation (ft-msl): 794.0

Normal Pool Surface Area (ac): 2.4 Maximum Pool Surface Area (ac): 2.8

Service Spillway Elevation (ft-msl): 789.0 Service Spillway Width/Diameter (ft): 55' w x 5' d
Includes flow that may be considered emergency spillway flow.

Emergency Spillway Elevation (ft-msl): 791.25 Emergency Spillway Width/Diameter (ft): 64' w x 2.75' d

Drainage Area (ac): 198 Time of Concentration (min): 21.4

Critical Storm Duration (hr): 1 (Tropical) Length of dam (ft): 487

Storm Type per PMP Tool	1 hr	2 hr	3 hr	6 hr	12 hr	24 hr	48 hr	72 hr
Local (cumulative inches)	11.3	22.2	24.1	29.7	35.2	42.2		
General (cumulative inches)	8.4	12.5	18.4	24.6	28.8	32.3	35.4	36.1
Tropical (cumulative inches)	15	19.9	19.9	26.5	33.1	39.8	46.5	46.6

Storm Duration	% PMF Passing	Peak Stage (ft-MSL)	Peak Outflow (cfs)	Peak Inflow (cfs)	Comments (if needed)
1 hr	25	791.6	745	747	
2 hr	25	791.5	663	664	
3 hr	25	791.4	603	605	
6 hr	25	791.0	450	451	
12 hr	25	790.5	292	292	
24 hr					
48 hr					
72 hr					

To the best of my knowledge, I certify the above data are correct. I will supply the H&H reports to the Texas Commission on Environmental Quality upon request.



James F. Scaief
(Signature)
11/11/24
(Date)



Murfee Engineering Company

November 18, 2024

Mr. Gunnar Dubke, P.E.
TCEQ Dam Safety Section
Critical Infrastructure Division, MC-177
12100 Park 35 Circle, Bldg. A
Austin, Texas 78753

Re: Travis Club Golf Stormwater Detention Pond E

Dear Mr. Dubke,

A response to your two comment letters of September 26th is provided below. An updated report is provided to document the changes to the plan.

Comment Letter 1.

1. TCEQ notes that downstream hazard assessments were provided in the project report asserting that Ponds E and F would be low and significant hazard structures, respectively. However, TCEQ completed in-house simplified breach analyses for each of these dams and found that the Pond E Dam would be a high hazard structure (potentially affecting one residential structure approximately 0.5 mile downstream and four residential structures approximately 0.7 mile downstream) and the Pond F Dam would be a low hazard structure. Per 30 TAC Chapter 299.1(a)(2), Pond F Dam would be excluded from the Dam Safety Program's jurisdiction. Pond E would be subject to these requirements, including the development of an emergency action plan (EAP) and the requirement to pass 75% of the PMF.

A breach analysis has been completed which indicates no downstream habitable structures are impacted. As a result, the pond will fall under the Low Hazard classification.

2. The time of concentration included in Form 20346 for Pond E is significantly lower than TCEQ's calculated time of concentration. Please address the following items related to the time of concentration utilized in the model
 - a. It is unclear how or why the basin was delineated in the HEC-HMS model or how the time of concentration was calculated, other than the note that the calculations conform to the SCS TR-55 document. Please provide specific information on the inputs of the equations in calculating using this method, such as coefficients, slopes, and

channel dimensions.

The basins were originally delineated for floodplain determination. Time of concentration calculations are now provided on the drainage area map. The 2-year, 24-hour storm event of 3.92 inches was used in the sheet flow calculation. For the streams, an assumption of 6 fps is used in the calculation. Calculations for the time of concentration are now provided on plan sheet C1.

- b. The HEC-HMS inputs section included on the MEC plan sheet labeled 'Detention Pond E Overall' do not match the inputs for the EI0 or E20 sections for the lag times. Please clarify why these values are inconsistent.

An older spreadsheet was incorrectly inserted into the drawing. The sheet has been updated and is now provided.

3. Based on the plans for Pond E, it appears that the spillway will flow into a drop structure that in turn flows into two (2)-9-ft by 9-ft culverts. While the culverts appear to be sufficient to handle the spillway flows based on rough calculations, the drop structure receiving the spillway inlet flows appears to limit the spillway outlet capacity. Please clarify whether the drain was considered as a limitation on the spillway capacity and, if appropriate, revise Forms 20345 and 20346 accordingly. Additionally, if the drain does restrict flow, please provide a rating curve for the drain and culvert as well.

At the 0.25 PMF flow of 745 cfs, the headwater under inlet control is approximately 5.8 feet or an elevation of 783.1. A HEC-RAS backwater analysis was completed to demonstrate adequacy of the design for the 0.25 PMF. A digital file of the HEC-RAS analysis is included with this update.

4. Please provide information on the data utilized for determination of the elevation of the proposed structure and surrounding area, whether it is publicly available LiDAR data, a site-specific survey, etc.

The design is based upon LiDAR data flown specifically for the Travis Club site.

5. Page 3 of the report (under the Hydrologic Analysis section) notes that a more realistic assumption for impervious cover was developed on a lot-by-lot basis. However, on the Developed Drainage Area Map page of the MEC plans where acreages and impervious cover calculations are included, it appears that City of Austin were ultimately used. Please clarify why the modified impervious cover criteria were described in the report and whether they ultimately had any bearing on the modeling and results of the analysis.

As per 2b, the wrong spreadsheet was included. The correct one is now on the plans which agrees with that used in the HEC-HMS analysis.

Travis Club Golf Stormwater Detention Ponds E and F Dams Travis
County
Plans and Specifications Review (Comment Letter #2)
Downstream Hazard Assessment Review

1. A 2008 geotechnical report (done by Fugro) was included in the recent submittal; however, there appears to be outstanding items noted in TCEQ's July 10, 2024, letter that are not addressed in the geotechnical report. Please provide any available information/data/etc. to supplement the report and ensure that the following information is included for Ponds E and F (if applicable):
 - a. Results of field and lab tests on structural, foundation and fill materials
 - b. Minimum slope and crest width recommendations (for Pond E)
 - c. Stability analyses that may have been performed on the dams
 - d. Sequence of construction

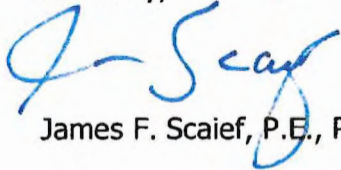
Attached is the report prepared by Balcones Geotechnical with the above requested information. Also note that the engineer for the previously submitted Fugro report is now at Balcones Geotechnical and is the engineer for this additional information.

2. Hazard Classifications - TCEQ acknowledges your comments regarding the hazard classifications of the dams. These comments will be addressed in a letter under separate cover concerning the H&H analyses.

With the now completed dam breach analysis documented in the attached report and provided HEC-RAS file, it is demonstrated that the structure now should be classified as Low Hazard.

Upon review, if you have any questions or need additional documentation, please contact me.

Sincerely,



James F. Scaief, P.E., P.G.

cc: John Blake, P.E.

Appendix “G”

Balcones Geotechnical – Supplemental Report of
Geotechnical Evaluation of Travis Club – Pond E
December 13, 2024



Mr. Jim Scaief, PE, PG
Murfee Engineering Company, Inc.
1101 S. Capital of TX Hwy, Bldg D
Austin, TX 78746

Project No. 0124-030
December 13, 2024

Supplemental Report of Geotechnical Evaluation
Travis Golf Club – Pond E
Travis County, Texas

Balcones Geotechnical, LLC (Balcones) is pleased to submit this Report of Geotechnical Evaluation for the Travis Golf Club – Pond E in Travis County, Texas. Previously, a Geotechnical Report for the proposed development was issued by Fugro Consultants¹ in August 2008. Although the Fugro report was co-signed by one of the authors of this letter report, it should be understood by all parties involved that the work product and responsibility for that work product belong to Fugro.

In the Fugro report, foundation bearing and weir wall recommendations were provided for Pond E (formerly referred to as Pond #5 in Area D) on pages 11 and 12. Subsequent to that report, and after a period of project dormancy, the project design has been re-initiated, and a design review of Pond E was performed by the TCEQ Dam Safety program (letter dated July 10, 2024). In that letter, TCEQ requested the following additional geotechnical information for Pond E:

- A. Results of field and lab tests on structural, foundation and fill materials
- B. Minimum slope and crest width recommendations (for Pond E)
- C. Stability analyses that may have been performed on the dams
- D. Sequence of construction

According to the current design, Pond E will be a synthetic-lined (Geomembrane) impoundment created by a reinforced concrete weir wall with concrete side-channel, spilling into two (2) 9x9 ft box culverts for discharge, all embedded within an earthen embankment. The top of weir wall structure will be approximately 10 to 12 ft above grade with its foundation extending down to 6 ft below grade to facilitate flows into the box culverts. The weir wall foundation is shown to be about 10 ft wide to provide a 5 ft clear spacing between the upstream and downstream concrete walls. The weir wall foundation invert elevation is El. 777 ft, existing grade is about El. 785 ft, and

¹ Geotechnical Investigation, Vizcaya Golf Course, Utility and Roadway Design, Spicewood, Texas; Fugro Consultants, Inc. Report No. 04.30081061 dated August 28, 2008, by R. Russo and Y. Li.



proposed finished grade for the pond is about El. 783 feet. General recommendations for construction of the synthetic liner are included on pages 16 and 17 of the Fugro report.

The weir wall will have a stone masonry veneer on the upstream face, and earthen embankment behind the side channel structure. The earthen embankment will be about 60 ft wide to facilitate a fairway and golf cart path. The following sections of this report will provide supplemental recommendations as requested in the TCEQ July 10, 2024 letter outlined herein.

Item A – Structural, Foundation and Fill Materials

Boring logs for previously drilled borings B-17 and B-18 located near the proposed weir wall are presented in Appendix A. Boring B-17 encountered shallow limestone at the 1-ft depth, and boring B-18 encountered surficial lean clay to the 11-ft depth, further underlain by limestone at approximately El. 772 feet.

In addition to these Fugro borings from 2008, limited laboratory testing was conducted on three (3) representative samples collected from the site on November 5, 2024. A summary of recent laboratory testing results is below.

Sample ID	PI	%Fines	USCS Classification	Dispersion Classification
S1 – Right Abutment	21	40	SC w/gravel	1
S2 – Left Abutment	17	45	SC w/gravel	1
S3 – Weir Foundation Subgrade	18	43	SC	1
PI – Plasticity Index; %Fines – Percent passing the No. 200 sieve USCS – Unified Soil Classification System (ASTM D2487) Dispersion Classification (ASTM D6572): <u>Grade 1 (Nondispersive):</u> No Reaction; There is no turbid water created by colloids suspended in the water. All particles settle during the first hour. If the cloud is easily visible, assign Grade 3. If the cloud is faintly seen in only small area, assign Grade 1. <u>Grade 2 (Intermediate):</u> Slight Reaction; A faint, barely visible colloidal suspension causes turbid water near or around the soil crumb surface. <u>Grade 3 (Dispersive):</u> Moderate Reaction; an easily visible cloud of suspended clay colloids is seen around all of the soil crumb surface. The cloud may extend up to 10 mm (¾ in.) away from the soil crumb mass along the bottom of dish. <u>Grade 4 (Highly Dispersive):</u> Strong Reaction; a dense, profuse cloud of suspended clay colloids is seen around the entire bottom of dish. The soil crumb dispersion is so extensive that it is difficult to determine the interface of the original soil crumb . Often, the colloidal suspension is easily visible on the sides of the dish.				

Site observations on November 5, 2024 confirm that foundation subgrade for the weir wall consists of lean clay (CL) to clayey sand (SC), suitable for the intended foundation support as recommended on pages 11 and 12 of the 2008 Fugro Geotechnical Report.

Embankment Material. The earthen embankment structure should be constructed of earthen embankment material that is non-dispersive, free of organic material (trees, stumps and roots), debris, or other deleterious matter, and processed before placement on the embankment so it is reasonably uniform in composition and moisture content. The embankment material should have a plasticity index less than 25 and a maximum particle size of 3 inches, and classify as a GC, SC, or CL material. Additionally, embankment material should be approved by the geotechnical engineer or his representative prior to stock piling and/or placement. The surficial topsoil containing organic materials should be stripped, stockpiled and used to promote vegetative slope protection for the outer slope faces of the embankment. The site soils underlying the topsoil are generally suitable for use as proposed embankment material.

Fill Placement and Compaction. The embankment should be constructed in lifts such that all lifts are bonded together, the specific densities are met throughout each lift, the moisture content is uniform throughout the fill, and clods are broken down and bonded into the rest of the lift without nesting and voids. The embankment material should be compacted to at least 95 percent of the maximum dry density as determined by TxDOT Test Method TEX-114-E if clay soils, and 95 percent of the maximum dry density as determined by TxDOT Test Method TEX-113-E if granular (sand and gravel) soils. Maintain moisture contents to within ± 2 percent of optimum and compacted lift thicknesses to 6 inches. Borrow soils more than 3 percent dry of optimum should be prewetted in the borrow area, and should not be placed on the fill until their moisture contents have equilibrated.

Lateral Earth Pressure on Weir Walls. In the 2008 Fugro Report, a lateral earth pressure for the “active” condition was provided for design on Page 12 of the report. Since we anticipate that the wall will be restrained at the top and not allowed to rotate or move laterally, the “at-rest” earth pressure should be used in lieu of the “active” pressure. Assuming the material properties are as indicated in the Fugro report, we recommend the following **at-rest** equivalent fluid earth pressures for the drainage condition noted:

- 65 pcf for the drained condition; and
- 95 pcf for the undrained condition.

All other requirements of pages 12 and 13 of the Fugro report should be followed in their entirety.



Item B – Minimum Slope and Crest Recommendations

Based on grading and subgrade conditions, and use of site-generated embankment materials having a PI less than 25, embankment slope configurations of 4H to 1V are adequate with regard to slope stability, provided embankments are constructed as recommended herein, and slopes are less than 15 ft in height.

All permanent slope faces should be protected from erosion by placement of at least 6 inches of topsoil with vegetative cover, turf reinforcement mattresses, concrete rip rap, etc. Embankment slopes protected by vegetation should be periodically inspected and repaired if necessary. Some minor, shallow sloughing and gullying should be expected and planned for in the owner's maintenance budget.

The ground surface within the embankment footprint will require preparation prior to the start of construction. All trees, stumps, roots, brush and surficial soils should be grubbed and removed from the embankment areas.

Provided that the embankment materials are selected and constructed as recommended herein and provided in the project Geotechnical Report, a crest width of 60 ft is satisfactory to support light vehicular loading (i.e. golf cart path).

Item C – Slope Stability Analysis

A slope stability analysis was conducted on the weir wall section of Pond E with the maximum wall height and the critical condition where no water is impounded in the upstream pond area. We understand that a normal pool elevation of El. 789 ft is planned for this pond, and the downstream slope will be 4H:1V.

The model was run assuming the most critical condition where no water is present in the upstream lake impoundment, groundwater is level with the ground surface at the upstream side (El. 783 ft), and groundwater is present at the internal drainage elevation at the downstream side (El. 784 ft). For this critical condition, two cases were considered: 1) water is present in the side channel weir, and 2) water is not present within the weir channel. We have also included a 250 psf vehicular surcharge over the dam crest.

The analysis was performed using the SLIDE computer program by RocScience. Selected design parameters, configuration assumptions for these cases, and calculated Factors of Safety (FS) are presented in Appendix B. The resulting FS are summarized in the following table.

Analysis Case	FS, Global
Water Level at 783 ft MSL (water in side weir channel at 783 ft MSL)	1.7
Water Level at 783 ft MSL (no water is present in the side channel)	1.5
Downstream Slope - Water Level at 784 ft MSL	2.5

Based on current TCEQ regulations, all Safety Factors calculated in our analyses satisfy agency requirements.

Item D – Construction Recommendations and Sequencing

The 2008 Fugro Report, and Items A and B above provide construction guidance for selecting, qualifying and placement of embankment materials and weir construction. In addition to these requirements, the following guidance is provided for construction of the weir walls, culverts and embankment.

We understand that the box culverts will likely be cast-in-place in a similar manner as the weir walls and footings. Because of the possibility of under-seepage beneath the box culvert if it is constructed atop open-graded drainage material, we recommend one of the below options for cutting off seepage:

1. If the box culverts are pre-cast units, they should be seated on flowable fill to prevent under-seepage beneath the boxes. In this case, prepare the subgrade for the box culverts and support the box culverts on flowable fill (COA Item 402). The bottom of the pre-cast boxes should be supported free from grade so the flowable fill flows easily beneath the entire box bottom leaving no voids in the process. We suggest at least 4 to 6 inches of void space be provided for this purpose. The flowable fill should extend at least 30 ft (half-way across the crest length) downstream of the weir wall, and should extend vertically above the invert of the box at least 6 ft, or up to the 100-year flood line, whichever is higher.
2. Above the flowable fill, the box culvert may be backfilled with open-graded material complying with City of Austin (COA) Standard Specifications, Section 510.
3. If the box culvert is cast directly on grade, the subgrade should be prepared and compacted as recommended in Item B of this report and the 2008 Geotechnical Report.



The subgrade should consist of fine graded material with low permeability. Open-graded bedding material is not recommended.

4. If the box culvert is cast-in-place, an anti-seep collar is recommended beneath the box culvert at the juncture with the weir wall footing. The anti-seep collar may consist of flowable fill and should be at least 18 inches in width and should extend at least 24 inches below the weir wall footing and should extend vertically up alongside the box culvert to an elevation 6 ft above the invert elevation of the culvert, or up to the 100-year flood line, whichever is higher.
5. In addition to the above, care should be taken while construction of the embankment behind the weir walls. Heavy construction equipment should not be operated within about 4 ft from the cantilever wall, unless the wall has been braced to withstand lateral loads induced by heavy equipment.

* * *

The following appendices are attached and complete this supplemental report:

Boring Logs from Fugro Report (B-17, B-18)

Appendix A

Results of Slope Stability Analyses

Appendix B

Please do not hesitate to contact us with any questions or comments.

Sincerely,

BALCONES GEOTECHNICAL, LLC
TBPE Firm Registration No. F-15624



Rebecca A. Russo, PE
Senior Geotechnical Engineer

John A. Wooley, PE
Principal Engineer



APPENDIX A

Applicable Boring Logs

LOG OF BORING B-17



Vizcaya Golf Course, Utility and Roadway Design
Spicewood, Texas

TYPE: Sample/Wet Rotary					LOCATION: See Plate 2							
DEPTH, FT	SYMBOL	SAMPLES	BLOWS PER FOOT OR REC/(RQD),%	STRATUM DESCRIPTION	LAYER ELEV./ DEPTH	WATER CONTENT, %	LIQUID LIMIT, %	PLASTICITY INDEX (PI), %	PASSING NO. 4 SIEVE, %	PASSING NO. 200 SIEVE, %	UNIT DRY WEIGHT, PCF	COMPRESSIVE STRENGTH, TSF
				SURF EL. 784 ft± Job No. 04.30081061								
				Brown fat CLAY, hard, w/limestone gravel, sand, and roots. CH (Residual Soil)	783.0							4.5+ (P)
				Tan LIMESTONE, highly weathered, hard, extremely fractured, vuggy. (Glen Rose)	1.0							
5			35 (0)									
			57 (25)	Tan LIMESTONE, slightly weathered, hard, moderately fractured, slightly nodular. (Glen Rose)	776.0							
10					8.0							
			97 (80)	Gray LIMESTONE, moderately hard, moderately fractured, slightly nodular. (Glen Rose)	770.8	8					136	83 (U)
15					13.2							
					769.0							
					15.0							
				NOTES: 1) Boring was advanced dry to the 1.0-ft depth and groundwater was not encountered above that depth. 2) GPS coordinates were obtained using a hand-held GPS device (Garmin GPSMAP 76) N 30° 23' 20.9", W 98° 01' 59.4".								
20												
25												
30												
35												

COMPLETION DEPTH: 15.0 ft DEPTH TO WATER: See Note

DRILL DATE: 6-25-08

U - Unconfined P - Pocket Penetrometer
Q - Unconsolidated T - Torvane
Undrained Triaxial

PLATE 19

LOG OF BORING B-18



Vizcaya Golf Course, Utility and Roadway Design
Spicewood, Texas

TYPE: Sample/Wet Rotary				LOCATION: See Plate 2							
DEPTH, FT	SYMBOL	SAMPLES BLOWS PER FOOT OR REC/(RQD), %	STRATUM DESCRIPTION	LAYER ELEV./ DEPTH	WATER CONTENT, %	LIQUID LIMIT, %	PLASTICITY INDEX (PI), %	PASSING NO. 4 SIEVE, %	PASSING NO. 200 SIEVE, %	UNIT DRY WEIGHT, PCF	COMPRESSION STRENGTH, TSF
			SURF EL. 783 ft± Job No. 04.30081061								
			Dark brown to brown lean CLAY with sand, hard, w/limestone gravel and roots. CL (Residual Soil)								4.5+ (P)
					9	43	24	98	71		4.5+ (P)
5											
											4.5+ (P)
10				772.0							
		92 (27)	Tan LIMESTONE, moderately weathered, moderately hard, extremely fractured. (Glen Rose)	11.0							
				769.5							
15			Gray LIMESTONE, hard, slightly to moderately fractured, slightly nodular, w/occasional vugs. (Glen Rose) <i>-crystal-filled vug at 15.2 feet</i>	13.5	4					150	146 (U)
		100 (70)									
20											
		100 (85)									
25				758.0	6					144	116 (U)
				25.0							
			NOTES: 1) Boring was advanced dry to the 11.0-ft depth and groundwater was not encountered above that depth. 2) GPS coordinates were obtained using a hand-held GPS device (Garmin GPSMAP 76) N 30° 23' 20.0", W 98° 01' 59.1".								
30											
35											

COMPLETION DEPTH: 25.0 ft DEPTH TO WATER: See Note
DRILL DATE: 6-25-08

U - Unconfined P - Pocket Penetrometer
Q - Unconsolidated T - Torvane
Undrained Triaxial

PLATE 20



APPENDIX B

Slope Stability Analyses

Contents

Introduction and Summary of Analyses 2

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 Soil Shear Strength and Surcharge Loading..... 2

Conclusions and Discussion 2

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Box Culvert Stability, Water Level at 783 ft MSL (no water in culvert channel) 3

Downstream Slope Stability, Water Level at 783 ft MSL..... 4

Travis Golf Course Pond E –Stability Checks for Box Culvert and Downstream Slope – 2024-12-11

Introduction and Summary of Analyses

This document summarizes preliminary stability checks carried out for proposed box culvert and downstream slope at the Travis Golf Course Pond E. An idealized section was analyzed to evaluate factors of safety for different shear surface geometry and water conditions. Assumptions are summarized below.

Stability Conditions Analyzed

- Box Culvert Stability, Water Level at 783 ft MSL (water in culvert channel at 783 ft MSL)
- Box Culvert Stability, Water Level at 783 ft MSL (no water in culvert channel)
- Downstream Slope Stability, Water Level at 784 ft MSL

Soil Shear Strength and Surcharge Loading

For this analysis, the strength profile indicated below was used. A surcharge load (centrally located along the embankment crest) with a magnitude of 240 psf and a width of 20-ft was included. Global stability was evaluated using SLIDE. Analysis results are summarized below and on subsequent pages.

Material	Unit Weight (pcf)	Shear Strength	
		Cohesion (psf)	Friction Angle (degrees)
New Embankment	125	50	30
Lean Clay	125	50	28
Weathered Limestone	130	100	32
Limestone	130	1000	34
Box Culvert	145 (concrete area)	Infinite Strength	
	62.4 (channel area with water present)		
	0.1 (channel area without water present)		

Conclusions and Discussion

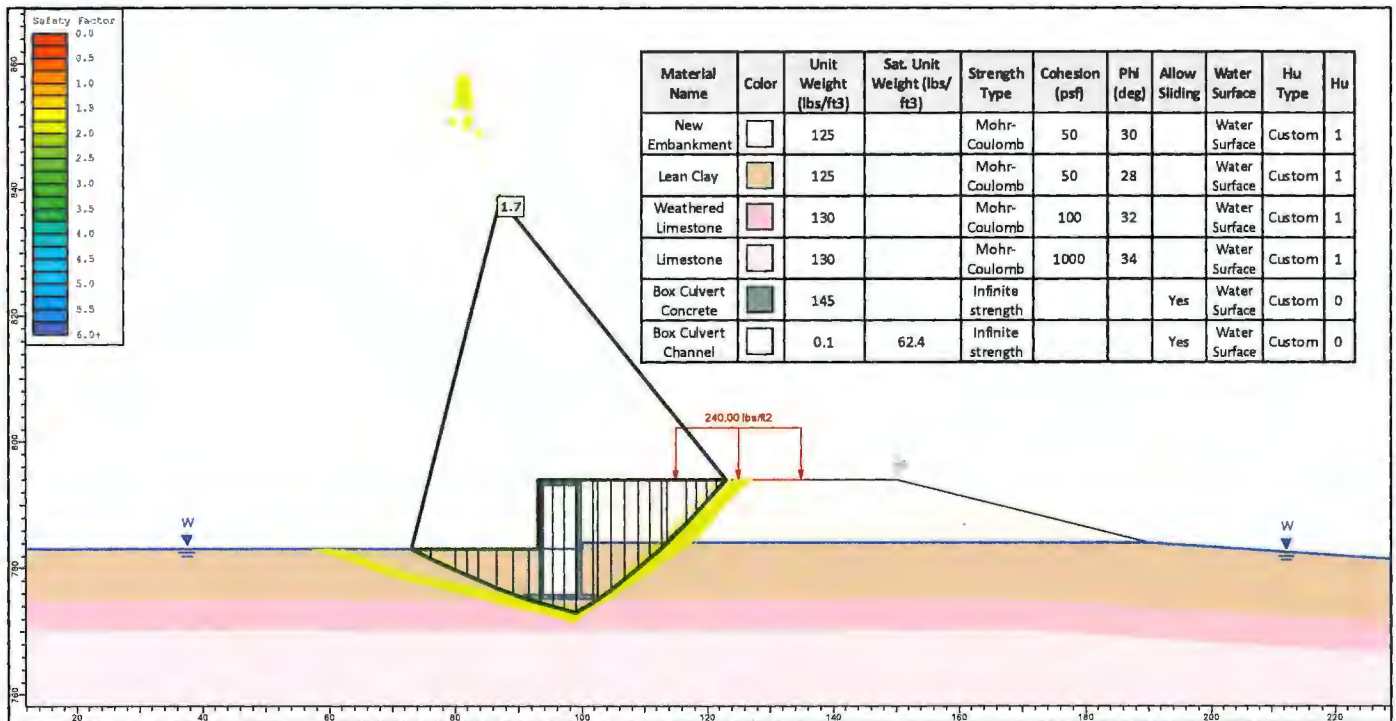
Preliminary results for stability analyses are summarized below. Subsequent analyses may revisit soil shear strengths and layer thicknesses, groundwater conditions, and analysis approaches.

Analysis Case	FS, Global
Box Culvert Water Level at 783 ft MSL (water in culvert channel at 783 ft MSL)	1.7
Box Culvert Water Level at 783 ft MSL (no water in culvert channel)	1.5
Downstream Slope Water Level at 784 ft MSL	2.5

Travis Golf Course Pond E –Stability Checks for Box Culvert and Downstream Slope – 2024-12-11

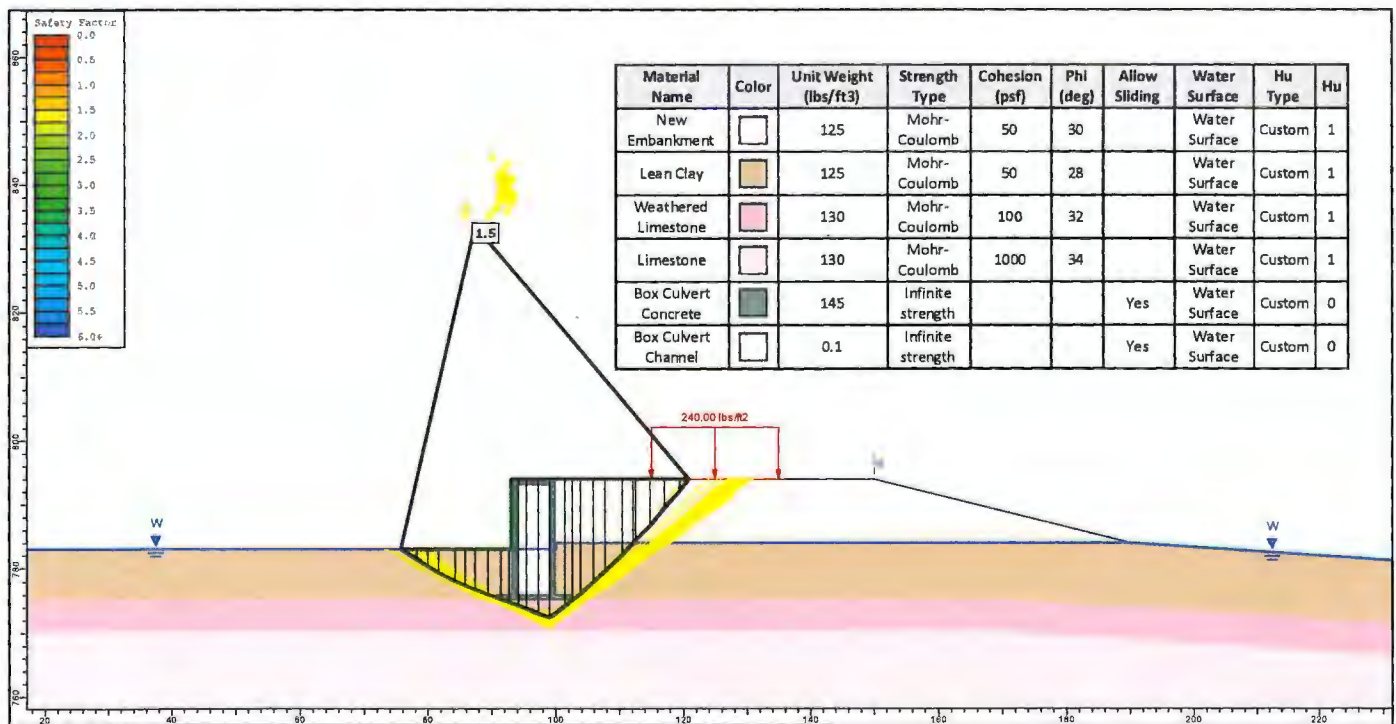
Box Culvert Stability, Water Level at 783 ft MSL (water in culvert channel at 783 ft MSL)

Note: The culvert channel area below the water level of 783 ft MSL was modeled with a unit weight of 62.4 lb/ft³.



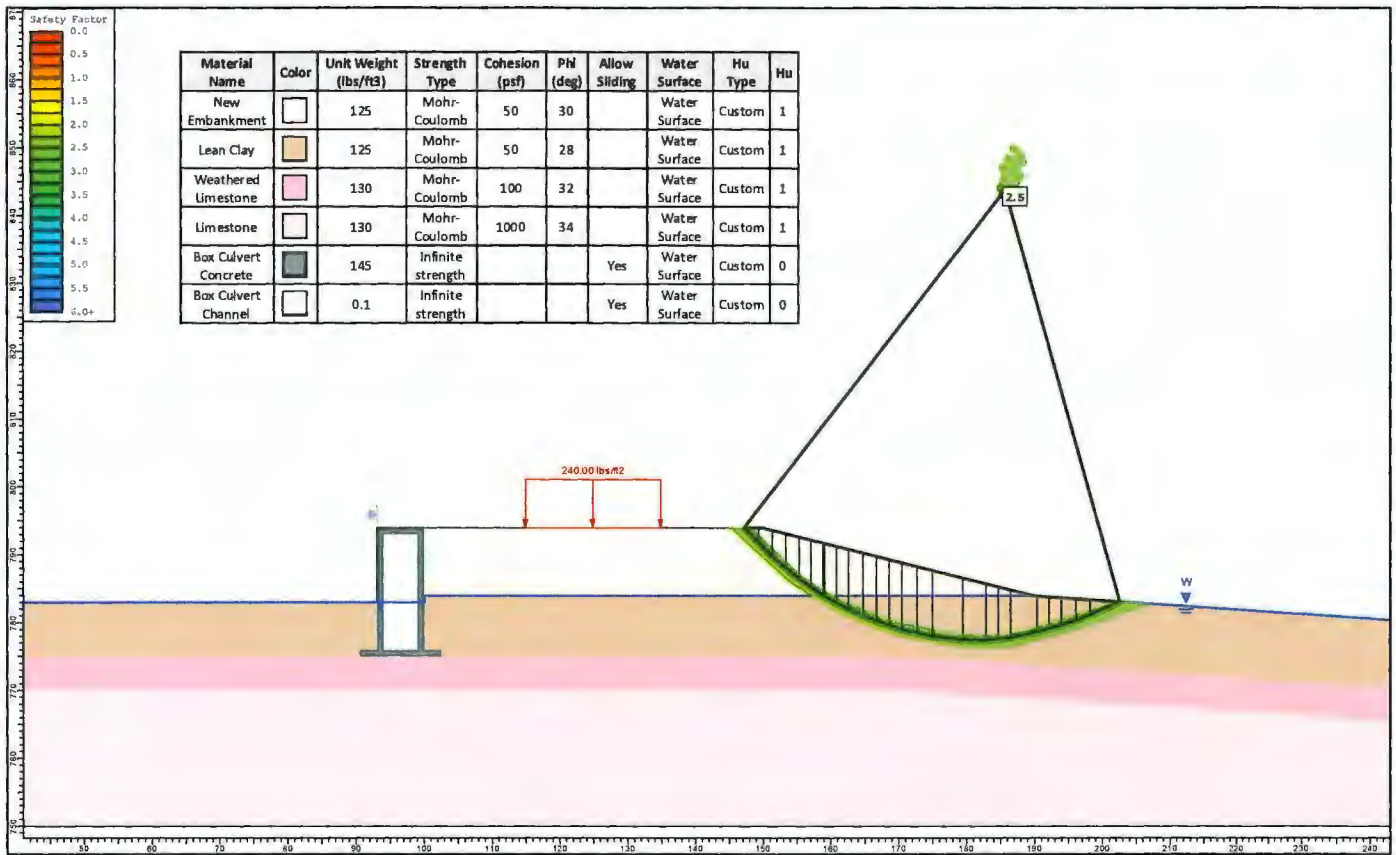
Box Culvert Stability, Water Level at 783 ft MSL (no water in culvert channel)

Note: For the analysis below, the entire culvert channel area was modeled with a unit weight of 0.1 lb/ft³.



Travis Golf Course Pond E –Stability Checks for Box Culvert and Downstream Slope – 2024-12-11

Downstream Slope Stability, Water Level at 784 ft MSL



Appendix “H”

Check No. 2655 payable to TCEQ in the amount
of \$125.00 to cover the Application and Recording
Fees for Travis Club’s Application

HORIZON BANK

McCARTHY & McCARTHY LLP
1122 COLORADO STREET
SUITE 2399
AUSTIN, TX 78701

CHECK ARMOR
TRADE PROTECTION

4/24/2025

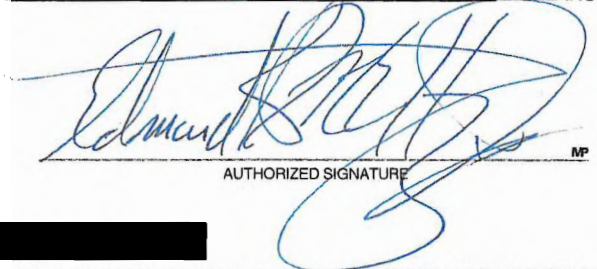
PAY TO THE ORDER OF Texas Commission on Environmental Quality

\$ **125.00

One Hundred Twenty-Five and 00/100*****

DOLLARS

Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711


AUTHORIZED SIGNATURE

MEMO

Application Fee

[Redacted]

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

McCARTHY & McCARTHY LLP

Texas Commission on Environmental Quality
TCEQ Application fee.

4/24/2025

125.00

Firm Checking 3496 Application Fee

125.00

McCARTHY & McCARTHY LLP

Texas Commission on Environmental Quality
TCEQ Application fee.

4/24/2025

2655

125.00

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125.00

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