

**SECOND AMENDMENT TO  
WATER SERVICES AGREEMENT  
BETWEEN WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY AND  
REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT**

This Second Amendment to the Wholesale Water Services Agreement Between West Travis County Public Utility Agency and Reunion Ranch Water Control and Improvement District (the "Second Amendment") is made and entered into by and between the West Travis County Public Utility Agency, a public utility agency created and functioning under Chapter 572, Texas Local Government Code (the "WTCPUA") and Reunion Ranch Water Control and Improvement District, a conservation and reclamation district created and functioning under Article 16, Section 59 of the Texas Constitution and Chapters 49 and 51, Texas Water Code (the "District").

**RECITALS**

Hays Reunion Ranch, L.P. entered into that Water Services Agreement Between Lower Colorado River Authority and Hays Reunion Ranch L.P. on July 1, 2003 ("Wholesale Water Agreement"). The Wholesale Water Agreement was subsequently assigned by Hays Reunion Ranch L.P. to the District on August 28, 2006, and assigned by the Lower Colorado River Authority (the "LCRA") to the WTCPUA effective March 19, 2012. The District and the WTCPUA entered into the First Amendment to the Wholesale Water Agreement on July 11, 2013.

The District and the WTCPUA desire to amend the Wholesale Water Agreement to adjust the Max Day Reservation committed to the District by the WTCPUA.

**AGREEMENT**

Now, therefore, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WTCPUA and District agree as follows:

1. The term "Max Day Reservation" in Section 1.01 is deleted and replaced with the following:

"Max Day Reservation" means the maximum amount of water to be delivered to the District on a daily basis based on the flow rates and capacity commitments established in this Agreement. The District's Max Day Reservation is 603,692 gallons per day.

2. Section 3.03 of the Wholesale Service Agreement is deleted in its entirety and replaced with the following:

Subject to the limitations set forth herein, upon completion of construction of the Improvements, WTCPUA agrees to divert, transport, and treat for the District all water needed and requested by the District for the District's Service Area, up to, but not in excess of (i) a peak daily flow rate of 603,692 gallons per day (for up to 524 LUEs) within the District's Service Area, or (ii) such lesser amount as WTCPUA may be able to supply in the event of an Emergency. WTCPUA shall make the water available at the Delivery Point(s) at a minimum pressure of thirty-five (35) psi under non-Emergency operating conditions. The initial Delivery Point(s) is shown on **Exhibit A**. The parties may agree to additional Delivery Points in the future.

3. Section 4.01(e) of the Wholesale Service Agreement is deleted in its entirety and replaced with the following:

WTCPUA hereby reserves for the District capacity in the WTCPUA System for 524 LUEs ("Reserved LUEs"). It is expressly understood that District, upon first giving WTCPUA three hundred sixty-five (365) days prior written notice, may reduce the number of Reserved LUEs hereunder. Any such Reserved LUEs so released shall reduce WTCPUA's service capacity.

4. **Schedule B** shall be revised to reflect the Max Day Reservation of 603,692 gallons per day as amended pursuant to this Second Amendment.
5. The terms of the Wholesale Service Agreement are hereby modified and amended pursuant to the terms of this Second Amendment. The provisions contained herein shall not be interpreted to in any way restrict the ability of the WTCPUA to use any funds received pursuant to the Wholesale Water Agreement, as amended, for any legal purposes. Except as otherwise expressly amended by this Second Amendment, all other terms and conditions of the Wholesale Service Agreement remain in full force and effect, and are hereby confirmed and ratified.

SIGNED this 20<sup>th</sup> day of March, 2014.

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**


By: Larry Fox  
Larry Fox, President  
Board of Directors

**ATTEST:**


By: Ray Whisenant, Jr.  
Ray Whisenant, Jr., Secretary/Treasurer  
Board of Directors

SIGNED this 27<sup>th</sup> day of March, 2014.

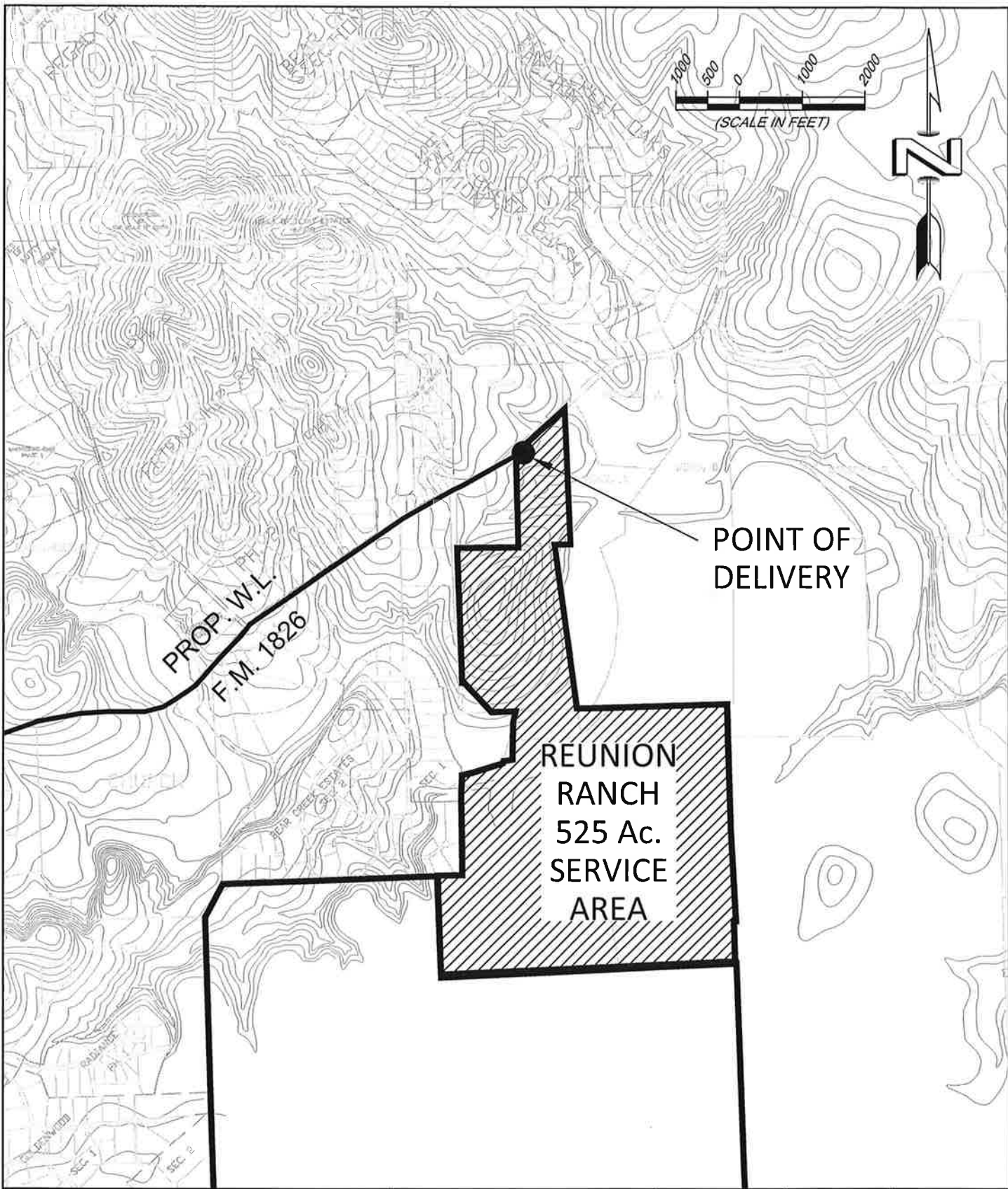
**REUNION RANCH WATER CONTROL AND  
IMPROVEMENT DISTRICT**

By:   
Name: Nathan Neese  
Title: President

**ATTEST:**

By:   
Name: David J. Sosco, Jr.  
Title: Secretary

**Exhibit A**



POINT OF DELIVERY

PROP. W.L.  
F.M. 1826

REUNION  
RANCH  
525 Ac.  
SERVICE  
AREA

**Schedule B**

West Travis County Public Utility Agency  
 FYE2014 Wholesale Customer Minimum Bill Analysis

Schedule B

Reunion Ranch  
 Series 2013 Debt Payment Schedule

	Series 2013
Estimated Effective Interest Rate	4.89%
Capital Cost Allocation Funded with Series	\$ 2,036,130
Plus Reserves	130,752
Plus Estimated Issuance Costs (2%)	43,338
Capital Cost Allocation	\$ 2,210,219

Series 2013	Beginning Balance	Interest Expense	Subtotal	Total Annual Debt Payment*	Ending Balance
2014	\$ 2,210,219	\$ 108,013	\$ 2,318,232	\$ 11,294	\$ 2,306,938
2015	\$ 2,306,938	\$ 112,739	\$ 2,419,678	\$ 27,105	\$ 2,392,573
2016	\$ 2,392,573	\$ 116,924	\$ 2,509,498	\$ 42,915	\$ 2,466,582
2017	\$ 2,466,582	\$ 120,541	\$ 2,587,123	\$ 58,726	\$ 2,528,397
2018	\$ 2,528,397	\$ 123,562	\$ 2,651,959	\$ 74,537	\$ 2,577,422
2019	\$ 2,577,422	\$ 125,958	\$ 2,703,380	\$ 90,348	\$ 2,613,031
2020	\$ 2,613,031	\$ 127,698	\$ 2,740,730	\$ 106,159	\$ 2,634,570
2021	\$ 2,634,570	\$ 128,751	\$ 2,763,321	\$ 121,970	\$ 2,641,351
2022	\$ 2,641,351	\$ 129,082	\$ 2,770,433	\$ 137,781	\$ 2,632,652
2023	\$ 2,632,652	\$ 128,657	\$ 2,761,309	\$ 153,592	\$ 2,607,717
2024	\$ 2,607,717	\$ 127,438	\$ 2,735,155	\$ 180,697	\$ 2,554,458
2025	\$ 2,554,458	\$ 124,836	\$ 2,679,294	\$ 197,261	\$ 2,482,033
2026	\$ 2,482,033	\$ 121,296	\$ 2,603,330	\$ 197,261	\$ 2,406,069
2027	\$ 2,406,069	\$ 117,584	\$ 2,523,653	\$ 197,261	\$ 2,326,393
2028	\$ 2,326,393	\$ 113,690	\$ 2,440,083	\$ 197,261	\$ 2,242,822
2029	\$ 2,242,822	\$ 109,606	\$ 2,352,428	\$ 197,261	\$ 2,155,168
2030	\$ 2,155,168	\$ 105,323	\$ 2,260,490	\$ 197,261	\$ 2,063,230
2031	\$ 2,063,230	\$ 100,830	\$ 2,164,059	\$ 197,261	\$ 1,966,799
2032	\$ 1,966,799	\$ 96,117	\$ 2,062,916	\$ 197,261	\$ 1,865,655
2033	\$ 1,865,655	\$ 91,174	\$ 1,956,829	\$ 197,261	\$ 1,759,569
2034	\$ 1,759,569	\$ 85,990	\$ 1,845,558	\$ 197,261	\$ 1,648,298
2035	\$ 1,648,298	\$ 80,552	\$ 1,728,850	\$ 197,261	\$ 1,531,589
2036	\$ 1,531,589	\$ 74,848	\$ 1,606,438	\$ 197,261	\$ 1,409,177
2037	\$ 1,409,177	\$ 68,866	\$ 1,478,043	\$ 197,261	\$ 1,280,783
2038	\$ 1,280,783	\$ 62,592	\$ 1,343,374	\$ 197,261	\$ 1,146,113
2039	\$ 1,146,113	\$ 56,010	\$ 1,202,124	\$ 197,261	\$ 1,004,863
2040	\$ 1,004,863	\$ 49,107	\$ 1,053,971	\$ 197,261	\$ 856,710
2041	\$ 856,710	\$ 41,867	\$ 898,577	\$ 197,261	\$ 701,317
2042	\$ 701,317	\$ 34,273	\$ 735,590	\$ 197,261	\$ 538,329
2043	\$ 538,329	\$ 26,308	\$ 564,637	\$ 197,261	\$ 367,377
2044	\$ 367,377	\$ 17,954	\$ 385,330	\$ 197,261	\$ 188,070
2045	\$ 188,070	\$ 9,191	\$ 197,261	\$ 197,261	\$ (0)

\*\*Total Annual Minimum Bill = Total Annual Payment + (Total Annual Payment \* 25% Times Coverage) - (Total Annual Payment \* Impact Fee Credit)