

NON-STANDARD WATER SERVICE AGREEMENT
(Tom Green Elementary School – Hays Consolidated ISD)

This Non-Standard Water Service Agreement (“**Agreement**”) is entered into on this ____ day of _____, 2025 (the “**Effective Date**”) by and between Goforth Special Utility District (the “**District**”) and Hays Consolidated Independent School District (“**Developer**”). The District and Developer may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the District is the operator of a water supply system which provides retail water service to customer locations within CCN No. 11356, including the area of Tom Green Elementary School, located along Old Goforth Road and Green Meadows Drive in Buda, Texas, to be expanded in size Developer, from approximately 606 students to approximately 900 students at the site depicted on Exhibit “A” hereto (the “**School**”);

WHEREAS, as noted on the May 13, 2025 water study engineering review by Southwest Engineers, attached as Exhibit “B” hereto (“**Study Letter**”), after accounting for the existing service to the School, the District’s service policies and the required new service, the new water meter and irrigation meter equate to the need for **an additional 32 LUEs** (living unit equivalents) of water service; and

WHEREAS, seven (7) of the additional LUEs are service units arising from the date the school property was originally platted (but which have been unpaid) and will now be paid for under this Agreement at the rates that were in effect at the time of the original agreement;

WHEREAS, Developer has received and reviewed Section F of the District’s Rate Order and Service Policies (the “**Rate Order**”), and Developer understands and acknowledges that Developer must pay the District all costs reasonable and necessary for the District to provide retail water service to the School as set forth in this Agreement and the Rate Order.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, the District and Developer agree as follows:

1. **Developer Payments.** In conjunction with the execution of this Agreement and not later than ten (10) days after the Effective Date, Developer shall pay to the District, by cashier’s check or money order, the amounts set forth below in Paragraphs 1.A. and 1.B.

A. **Impact Fees.** Not later than ten (10) calendar days after the Effective Date, Developer shall pay to the District the amount of **THREE HUNDRED THIRTY-THREE THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$333,400)** as an impact fee to be used in funding improvements to the District’s system capacity.

B. Consultant Fees. Not later than ten (10) calendar days after the Effective Date, Developer shall pay to the District the sum of **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)** for reimbursement of legal, engineering, inspection, and administrative costs incurred by the District in connection with the review and analysis of the design and engineering of water systems for the Expansion and the preparation of this Agreement. The District shall be under no obligation to undertake any effort, including but not limited to, oversight or review of engineering or construction plans for the purpose of providing retail water service to the Expansion until Developer has paid the foregoing amount.

C. Reserve Water Charges. If Developer is not paying monthly charges for water service for the new meters within six (6) months of the date of this Agreement, Developer shall pay to District a monthly reserve water charge in an amount equal to the monthly minimum water service charge for the respective meters as set forth in the District's Rate Order. The monthly reserve water charge shall continue to be charged until the meters are active water service connection for which all connection fees have been paid for receiving monthly water service.

D. Meter Fees. Developer shall pay to the District meter fees of the actual cost of the meters to reimburse the District for the costs of the meters. The meter costs shall be due on each meter prior to the installation of the meter.

E. Deposits. Developer shall pay to the District deposits for each meter in the amounts set forth in the District's Rate Order, after any credit for existing deposits. The deposits shall be due for each meter prior to the installation of the new meters.

2. **Service Commitment.** It is hereby expressly agreed between the District and Developer that the total retail water service to the School which is provided under this Agreement shall not exceed one 3" domestic water meter and one 1 1/2" irrigation meter. As described in the District's consulting engineer's Study Letter, the total expanded School demand is estimated to not exceed 40 LUEs (a portion of which have previously been paid for by the Developer).

A. Developer agrees that only the property identified as the School, as depicted in Exhibit "A" hereto shall be provided retail water service pursuant to the terms of this Agreement, and that District is under no obligation to provide retail water service to any other lots resulting from any subdivision or resubdivision of such lots occurring subsequent to this Agreement.

B. Any additional buildings, phases or expansions of the School (beyond that described herein) for which Developer may seek water service will require a new non-standard service application to be filed by Developer with the District, approval of the District, and a new (or amended) agreement as to non-standard service. The cost of service to such additional phases or lots will be based upon the District's Rate Order in effect at the time of filing any such new application for service.

C. Water supplied by District under this Agreement is for Developer's use within the School property. Developer shall not convey, transport, sell or supply water in any manner to any other property or lot.

3. **Construction of Distribution Lines.** Prior to receiving water service to any lot in the School, Developer shall contract for, construct, and install all the necessary off-site and on-site distribution lines, valves, fire hydrants, and other appurtenances, including but not limited to one 3" domestic meter and one 1 1/2" irrigation meter, as required by the Study Letter in Exhibit "B" hereto (collectively, the "**Distribution Lines**"). All costs associated with the Distribution Lines shall be borne by Developer.

4. **Service Connections.** Developer shall be responsible for constructing and installing, or causing to be constructed and installed, the entire service connection necessary to enable the meters for the School to be installed, including all valves, fittings, meter taps, meter boxes, meter vaults, and related appurtenances, as reasonably required by the District's consulting engineer. However, Developer will not install any water meters itself; installation shall be performed by the District.

5. **Equipment Requirements.**

A. Backflow Preventers. All backflow preventers for the School shall be owned by Developer and shall be installed, operated, and maintained in compliance with the District's Backflow Prevention Policy. The District shall perform an annual inspection and test of the backflow preventers at Developer's sole cost, and the District shall bill Developer for such services in accordance with the District's Rate Order, as amended from time to time.

B. Fire Hydrants, Easement and Responsibility. Developer shall be responsible for the installation and tapping for the required fire hydrants, and if required by the District's consulting engineer, all such taps shall be "hot taps", meaning that the new connections shall be added to the pipeline without any interruption of service. The two existing internal fire lines and hydrants shall be modified as described in the Study Letter and responsibility for such internal fire lines shall be as described in the Study Letter. The Developer shall grant to the District a new easement to the location of the public internal fire line. All easements shall be in a form approved by the District's attorney.

C. Sprinkler Service Lines. All sprinkler service lines shall include a check valve within the School to prevent non-potable water from entering into the potable lines. The check valves shall be accessible for inspection and testing.

6. **Fire Protection Limitation.** Notwithstanding anything to the contrary herein, including any terms related to water service, fire hydrants, or other equipment that may be used for fire protection, Developer acknowledges that the District makes NO guarantee that sufficient water supply or pressure will be available at any particular time to support firefighting service requirements. Developer acknowledges that the availability of fireflows, if any, may vary depending on other water demands on the District's system, various water facility limitations, and other circumstances, including but not limited to, power failure and waterline breakage. The District shall not be liable in any manner for any loss or claim arising from or related to the quantity or pressure of water furnished to the School.

7. **Easements.** Developer shall be responsible for clearly and precisely dedicating easements of at least twenty (20) foot width on Developer's property related to the Distribution

Lines. Other than for crossings, Distribution Lines shall not be laid beneath any street or roadway. Any easement on private property acquired by Developer shall be assigned to the District upon proper completion of the construction of the Distribution Lines. All such dedications and easements shall be in a form approved by the District's attorney.

8. **Conveyance of Distribution Lines.** Upon the District's inspection and acceptance of the Distribution Lines, Developer shall grant the District title to the Distribution Lines, free of any and all construction liens or other liens related thereto. The Bill of Sale granting title shall be in a form approved by District's attorney and shall include a representation by Developer that the Distribution Lines have all been constructed within legal easements, and Developer shall bind itself and its successors and assigns to warrant and defend the title to the Distribution Lines, including against any claims that such lines have been constructed illegally or not within proper easements.

9. **Retail Water Service.** Following execution of this Agreement and such other standard service forms and agreements required by the District, and subject to Developer timely making payments set forth in Paragraph 1 and meeting the other terms of this Agreement, District will provide water service to School within the terms of this Agreement.

10. **Force Majeure.** In the event either Developer or the District is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other incapacities of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

11. **Indemnity.** DEVELOPER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DEBTS, SUITS, CAUSES OF ACTION, LOSSES, DAMAGES, JUDGMENTS, FINES, PENALTIES, LIABILITIES, AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS

INCURRED BY DISTRICT ARISING OUT OF OR RELATING TO THE DESIGN, CONSTRUCTION AND INSTALLATION OF THE DISTRIBUTION LINES. DEVELOPER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DEBTS, SUITS, CAUSES OF ACTION, LOSSES, DAMAGES, JUDGMENTS, FINES, PENALTIES, LIABILITIES, AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS ARISING OUT OF OR RELATING IN ANY WAY TO DEVELOPER'S NONCOMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS AND/OR FAILURE TO OBTAIN REQUIRED PERMITS OR APPROVALS REGARDING THIS AGREEMENT, EXCEPTING ONLY THOSE DAMAGES, LIABILITIES, OR COSTS ATTRIBUTABLE TO THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISTRICT. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. Additional Regulatory Matters.

A. Barton Springs Edwards Aquifer Conservation District. Nothing in this Agreement shall require or obligate the District to supply water in violation of the rules and policies of the Barton Springs Edwards Aquifer Conservation District ("BSEACD"), which has jurisdiction over water production from the aquifer which is a source of water supply to District, or in violation of District's water conservation and drought rationing programs. Developer acknowledges that it has reviewed BSEACD's rules, including BSEACD's Drought Contingency Plan, and the District's Rate Order and is aware that the District and Developer are subject to such rules and policies. Developer acknowledges that it is aware that BSEACD's Drought Contingency Plan includes various water rationing stages and triggers, and such plan and District's Rate Order are subject to change in the future. In compliance with the District's Rate Order and BSEACD's rules, Developer shall require use of ultra low flow plumbing fixtures (including flow restricters on faucets, restricted flow showerheads and ultra low volume flush toilets) and other water saving devices and methods in the construction of the School and landscaping.

B. Water Conservation. Developer agrees to provide, to the maximum extent practicable, for the incorporation of water conservation measures into the selection of plumbing and water fixtures for use in the School, and to select grasses and landscaping vegetation which are drought tolerant and which minimize the need for landscape irrigation. Developer shall irrigate greenbelts and other common areas within the School with treated wastewater effluent to the maximum extent practicable.

C. Wastewater and Other Services. The District will have no obligation with regard to the construction, ownership, operation or maintenance of wastewater, drainage, or other non-water service facilities.

13. Notices.

A. Any notice to be given hereunder by either Party to the other shall be in writing and may be effected by certified mail or facsimile transmission with confirmation of delivery addressed as follows:

to the District: Mario Tobias, General Manager
Goforth Special Utility District
8900 Niederwald Strasse
Niederwald, Texas 78640
(512) 376-7631 Fax

with a copy to: Leonard H. Dougal
Jackson Walker L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701
(512) 236-2002 Fax

to Developer: Max Cleaver Chief Operations Officer
Hays Consolidated Independent School District
21003 Interstate 35
Kyle, TX 78640
(512) 268-2147 Fax

with a copy to Mariana Evans
Roger, Morris & Grover LLP
5718 Westheimer road, Suite 1200
Houston, TX 77057
(713) 960-6036

B. All notices will be deemed to have been given on the date of mailing or sending of such notice. Each Party may change its address upon five days' written notice to the other Party.

C. **Term and Termination.** The parties agree that if all service and new meters subject to this Agreement are not active connections by January 1, 2027, the District may terminate this Agreement as to any meters which are not active connections.

14. Default and Remedies.

A. Interest. All amounts due and owing by Developer to the District shall, if not paid when due, bear interest at the Texas post-judgment interest rate as set out in Section 304.002, Texas Finance Code, or any successor statute, from the date when due until paid, provided that such rate shall never be usurious or exceed the maximum rate as permitted by law. If any amount due and owing by Developer to the District is placed with an attorney for collection, the prevailing Party in any litigation or arbitration involving the collection shall be paid its costs and attorneys' fees by the non-prevailing Party, and such payments shall be in addition to all other payments provided for by this Agreement, including interest.

B. Payments Non-refundable. Except for a charge or fee which is expressly stated to be refundable in this Agreement, all payments made pursuant to this Agreement are non-refundable.

C. Remedies. If Developer fails or refuses to timely comply with its material obligations hereunder, the District will have the right, along with any other remedy at law or in

equity, to terminate this Agreement or to enforce this Agreement by specific performance, injunction, or any other remedy available at law or in equity in a court of competent jurisdiction including but not limited to an action for damages.

15. Miscellaneous.

A. This Agreement supersedes any and all prior written or oral agreements or understandings in regard to the subject matter of this Agreement and may be amended only by written amendment signed by both Parties.

B. This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties. Developer may not assign this Agreement without the express written approval of the District.

C. This Agreement shall be construed and enforced in accordance with Texas law. Venue for the litigation of any dispute arising hereunder shall be in Hays County.

D. In the event one or more provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. The undersigned signatory for Developer hereby represents and warrants that such signatory has full and complete authority to enter into this Agreement on behalf of Developer.

F. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the date first written above as reflected by the signatures below.

GOFORTH SPECIAL UTILITY DISTRICT

By: _____

Name: Mario Tobias

Title: General Manager,
Goforth Special Utility District

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on this _____ day of _____, 2025 by Mario Tobias, General Manager of the Goforth Special Utility District for Goforth Special Utility District, a political subdivision of the state of Texas, on behalf of said District.

Notary Public, State of Texas

**HAYS CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on this _____ day of _____,
2025 by _____ [name] , _____ [title] of
Hays Consolidated Independent School District.

Notary Public, State of Texas

Exhibit “A”
(School Site Plan)

Exhibit “B”

(District’s Consulting Engineer’s Water Study Letter)