

BRICKSTON MUD WASTEWATER SERVICE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Wastewater Service Agreement (this “Agreement”) is made and entered into by and between Texas Bridle Trails, LLC, a California limited liability company (“Owner”) and the City of Elgin, Texas (“City”). The Owner and the City may be referred to herein each as a “Party” or collectively as the “Parties”. The Brickston Municipal Utility District (“District”), which is a municipal utility district to be created, will either join this Agreement as set forth below and after such joinder shall become a party to this Agreement or Owner may assign its interest and obligations in full to the District.

WHEREAS, the Owner is a California limited liability company; and

WHEREAS, the City is a home-rule municipality located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas; and

WHEREAS, the Owner currently owns 641.46 acres of land more particularly described in Exhibit “A”, attached hereto and made a part hereof (together with any property currently owned or hereafter acquired by Owner and annexed into the District, the “Property”); and

WHEREAS, the Property is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the Parties anticipate that the Property will have 2317 connections; and

WHEREAS, the Owner intends to develop the Property in phases; and

WHEREAS, the Owner and City have entered into a Development and Consent Agreement dated February 6, 2019 (“Development Agreement”) that provides, among other things, that the City will manage, treat and dispose of wastewater that the residents of the Property generate; and

WHEREAS, the Parties have determined that it is in the best interest of the Parties to allow the City to manage, treat and dispose of wastewater that residents of the Property generate; and

WHEREAS, pursuant to the Development Agreement, the District and/or Owner on behalf of the District and the City shall construct new facilities to provide wastewater service to the Property, including participating in constructing a new permanent wastewater treatment plant and certain interceptor lines connecting the Property to the wastewater facilities of the City (“Interceptor Lines”);

WHEREAS, the City has previously adopted the wholesale wastewater service rates attached hereto as Exhibit “B” (the “Wholesale Rates”); and

WHEREAS, the Parties hereto desire to enter into this Agreement in order to set out the rights and obligations of the Parties hereto with respect to wastewater service to the Property.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Owner and City agree and contract as follows:

1. Off-Site Wastewater Facilities Design, Construction, and Financing.

The responsibility and timing for the design, construction, and financing of the wastewater treatment plant, Interceptor Lines, and related appurtenances lying outside the boundaries of the Property necessary to serve the Property (collectively, the “Off-Site Wastewater Facilities”) are more specifically set forth in the Development Agreement. The Parties agree and affirm that the design, construction, and financing of the Off-Site Wastewater Facilities shall be performed in accordance with the Development Agreement.

2. Phase 1 Interim On-Site Wastewater Treatment Plant

The Phase 1 Interim On-Site Wastewater Treatment Plant, also described in the Development Agreement, shall consist of a temporary facility within the District, leased (or owned) and operated by the District or Owner on behalf of the District, to allow the first phases of development to commence while the off-site wastewater treatment plant (the “Off-Site WWTP”) site and easements for the Interceptor Lines are obtained and the Off-Site WWTP permit and design are processed through the TCEQ. When the interim plant reaches 75% of average daily flow, the Off-Site WWTP and interceptor design shall commence. At 90% of average daily flow, construction of the Off-Site WWTP and Interceptor Lines shall commence. Should the rules promulgated by the Texas Commission on Environmental Quality or other entity having jurisdiction require design and construction to commence at different percentages of capacity, design and construction shall commence with such capacity as is required by those rules.

If the 0.2 MGD Off-Site WWTP (Phase 2A) is delayed for any reason when the above thresholds are met, the developer shall have the right to expand the 0.1 MGD Interim On-Site WWTP until the issue(s) are resolved. Once the 0.2 MGD Off-Site WWTP is in operation, the On-Site WWTP will be decommissioned.

Design and construction of the off-site Interceptor Lines shall comply with the Phase 1 requirements for design. Construction will commence when Phase 1 has reached capacity of 90% of average daily flow, assuming all easements and rights of way are in place for said construction.

3. Interior Improvements.

- (a) The District and/or the Owner on behalf of the District shall be responsible for the design, engineering, permitting, construction, and financing of all wastewater improvements lying within the boundaries of the Property (the “Interior Improvements”). All Interior Improvements shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of governmental agencies having jurisdiction.
- (b) The City shall have the right to inspect all phases of the construction of the Interior Improvements at the City’s sole cost and expense. The District and/or the Owner on behalf of the District shall give written notice to the City of the date on which construction is scheduled to begin so that the City may advise its consulting engineer.
- (c) Upon completion of the Interior Improvements, the District shall own and maintain the Interior Improvements as long as the District is the retail wastewater service provider. Upon annexation of the District, the District shall convey the Interior Improvements to the City for operation and maintenance and the City will become the retail wastewater service provider. The District shall own an undivided interest in the capacity of that portion of the City’s Wastewater System, up to the capacity designed for the provision of wastewater service to the Owner and/or District and the payment of associated costs of said facilities by Owner and/or District.

4. Permanent Service to the Property.

- (a) After completion and dedication of the Off-Site Wastewater Facilities to the City, the City shall provide continuous and adequate wholesale wastewater service to the Property sufficient (i) to serve the land uses shown on the Concept Plan included in the Development Agreement and (ii) to fulfill the requirements of any applicable rule or regulation of the Public Utility Commission of Texas or the Texas Commission on Environmental Quality and all duly adopted rules and regulations of the City, subject to payment of the following:
 - (1) Tap fees and inspection fees as defined in the District’s rate order, which will be collected by the District or by a third party on behalf of the District. The Owner and District are excluded from any wastewater impact fees being charged by the City, as further set forth in Section 6 below; and
 - (2) Monthly services charges based upon the Wholesale Rates set forth in this Agreement.
- (b) Once the Off-Site Wastewater Facilities are constructed, the City will receive, treat and dispose of, or shall contract for the treatment and disposal of, all sewage generated by customers within the Property. The

City will maintain an adequate wastewater treatment capacity at all times to serve the customers within the District at the same level these services are provided within the City.

- (c) The District acknowledges that wastewater entering the City's wastewater system (the "City's System") from the wastewater system lying within the Property and being operated and maintained by the District, including the Interior Improvements (the "District's System"), originating from any source whatsoever must be given treatment and handling whether or not its source is revenue-producing for the District. Therefore, the District will pay for all wastewater entering the City's System from the District's System, including infiltration and inflow. It is the District's responsibility to undertake reasonably prudent measures to minimize infiltration and inflow to the Interior Improvements.
- (d) The wholesale rates charged by the City for service within the Property shall be the same as those rates charged by the City to its in-city customers and shall be those rates reflected in Exhibit "B" hereto. Such rates may be reviewed and adjusted annually by the City, based on a cost of performance study performed by the City and as allowed by applicable law. However, nothing in this provision or elsewhere in this Agreement or the Development Agreement shall be interpreted to prevent District customers from appealing the wastewater rates pursuant to §13.043, Texas Water Code.
- (e) The District shall have guaranteed reserved capacity and shall fully own capacity in the Wastewater Facilities sufficient to serve the needs of the Property, currently estimated to be 0.57 million gallons per day, as set forth in the Development Agreement, but subject to such increase as may be required based upon final density of the development in the Property, including the increase provided for in Section 4.05 of the Development Agreement.
- (f) Condition of Wastewater Delivered.
 - (i) The District will operate and maintain the District's System to ensure that wastewater delivered to Elgin's wastewater system will have a pH factor between six and eleven and otherwise be in a condition that complies with the requirements of Chapter 42, Article III, Division 5 of the City's Code of Ordinances (the "Code") in existence on the date of this Agreement. If wastewater delivered from the District's System the City's System fails to meet the specified standards and the Director determines that the addition of oxidizing chemicals or another reasonable method of pretreatment of wastewater or operation of the District's System is necessary in order for wastewater delivered to be non-injurious to the City's System, then the District will install facilities or implement methods of operation and maintenance to meet the standards and render wastewater

from the District non-injurious to the City's System. Such facilities or methods shall be agreed upon by the City and District engineer. The District shall not be required to install facilities or employ methods that far exceed industry standards for wastewater pretreatment, given the nature and volume of wastewater being processed.

(ii) Should the wastewater entering the City's System from the District's System be found to be in violation of the applicable provisions of the Code, and should such violation be found to be the direct and sole source of injury to the City's System, the District shall pay for the reasonable, actual cost to repair City's System. The City shall bear the burden of proving both the Code violation and that such violation was the sole and direct cause of the damage to the City's System.

(iii) If the District fails to implement measures required for protection of the City's system and the wastewater entering the City's System from the District's System is found to be in violation of the Code, the City may require the District to implement an operation and maintenance plan to ensure that flows received from the District are non-injurious to the City's System.

(g) Industrial Discharges and Prohibited Wastes.

(i) The District and the City acknowledge that both the City and District have the authority under federal and state law to establish:

- (1) types and quantities of discharges that are prohibited for entry into their systems;
- (2) discharge prohibitions for certain substances, as may be amended from time to time;
- (3) pretreatment, permitting, monitoring, and other requirements for persons who discharge prohibited substances; and
- (4) measures to protect the District's System and the City's System.

(ii) To the extent authorized by law, the District will ensure that all persons or entities lawfully connected to its system and discharging wastewater into the District's System abide by the applicable provisions in the Code, including any permitting requirements set forth therein.

(iii) To the extent authorized by law, the District will enact and enforce rules that are at least as stringent as those adopted by the City and will take reasonable steps to require customers connected to the District System to comply with District's regulations. The City will give written notice to the District of any future ordinance changes governing the

pretreatment, monitoring, or discharge of wastewater containing industrial waste or other prohibited waste, and those changes will become applicable to wastewater discharges into the District's System that ultimately discharge into the City's System sixty (60) days after the delivery of the notice to District.

(iv) The District will seek injunctive or other appropriate relief to prohibit wastewater discharges when the District becomes aware that such discharges will damage or pass through the City's System without adequate treatment, interfere with the treatment system, or otherwise pose an imminent danger to public health or when the specific person or industry is not making sufficient progress toward implementing an approved pretreatment system.

(v) During the term of this Agreement, the District will provide the City with copies of all relevant monitoring data and pretreatment enforcement actions under this Subsection 4(g) within thirty (30) days of written request by the City.

(vi) This Agreement does not limit, modify, restrict, or otherwise alter the responsibility or authority of the City to enforce its ordinances governing the pretreatment, monitoring and discharge of wastewater containing industrial waste or other prohibited waste, as amended, with respect to the District when and as such action is deemed necessary by the City's Utilities Director.

(h) Sampling and Testing.

(i) The District agrees that the City may, at its option and expense, sample wastewater discharges within the District System at:

(1) the site of discharge;

(2) the point of entry; and

(3) other locations as required for the purpose of determining the source, type, and strength of discharge.

Any damages done to the District's System or to the property of the District or third parties during the course of City sampling under this Subsection 4(h) will be immediately and fully repaired or replaced by the City.

(ii) The District will make necessary arrangements and provide assistance to the City in obtaining lawful access to sampling points within areas served by District.

(iii) The District will disconnect any of its individual customers found in violation of allowable discharges or any of its individual customers who refuse access for the purpose of sampling from the District system in accordance with applicable regulations of District and of the City.

(iv) In addition to other samples taken and tests made on an as required basis, the City will regularly take 24-hour composite samples of wastewater discharges at the point of entry no less frequently than semiannually. The City will be solely responsible for the costs of sampling and testing at the point of entry.

(v) The City will provide the District with a copy of the results of each sample test within thirty (30) days of the date of taking of the sample.

(i) Construction and Testing Criteria for District Sewer Connections.

(i) The District will require that all sewer connections in the District's System be constructed with a permanent type material, be carefully bedded to prevent over-stressing of the material, and utilize a joint that will provide a permanent, water-tight connection. The District shall provide the City with reports from trench backfill density tests performed in conjunction with construction related to the District's System within thirty (30) days of written request of same. The District agrees that the installation will pass an air test performed in accordance with applicable A.S.T.M. Standard and done under the supervision of the District's authorized representative at the time of installation, at the District's or its customer's expense. Each building lateral that interconnects private property to the public sewer will be excluded from this air test requirement.

(ii) The District is responsible for the physical connection of each service line to the local wastewater facility, which will not be left to the discretion of the plumber or contractor unless the plumber or contractor is under the direct supervision of, or their work is inspected by, the District's authorized representative.

(iii) The District will require that all future trunk sewer lines added to the District's System be built in accordance with applicable State of Texas and City criteria, including, at the City's option and at the District's expense, infiltration/leakage testing at the time of installation to assure the standards are met. All manholes constructed by the District related to the District's System after the effective date of this Agreement shall be epoxy coated and vacuum tested.

(iv) The District will maintain reasonable supervision and maintenance of the District's System to prevent contamination, such as roof drains or

any other means by which surface drainage could enter the District System and then discharge to the Elgin System.

(v) Connections made to the District's System after the date of execution of this Agreement will be made using only materials permitted by the Code in existence at the time such connection is made. The District will inspect all connections to the District's System in accordance with its own rules and regulations in order to insure compliance with its rules and regulations.

(vi) The District will conduct deflection tests on all wastewater lines and stations indicated on the plans for the District's System, as such plans may be amended.

(vii) If the District fails to enact and enforce regulations governing connections to the District's System, the City may, after notice to District in writing of the specific violation and District's failure to correct the violation within thirty (30) days or, if the violation cannot reasonably be expected to be corrected within thirty (30) days, to begin to correct the violation and diligently pursue the corrective action, restrict or limit wastewater flows to the extent the City deems reasonably necessary to protect the City's System from damage.

5. Further Representations of the Parties.

- (a) It is understood and agreed that the obligation of the City to provide wastewater service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to provide lawful service, if any. In such respect, the City agrees to apply for and diligently pursue any permits, certificates, or approvals required to lawfully provide wholesale wastewater service to the Property. Should the City fail to obtain timely any approvals required to serve the Property, the Owner may, at its option, and in addition to any other remedies available to it pursuant to applicable law, terminate this Agreement.
- (b) Unless the prior approval of the City is obtained, such approval not to be unreasonably withheld, conditioned, or delayed, the Owner and/or the District shall not:
- (1) construct or install additional wastewater lines or facilities to provide retail wastewater service to areas lying outside the Property;
 - (2) significantly increase the lands for which wastewater service is to be provided by the City pursuant to this Agreement; or

(3) knowingly connect or provide service to any person or entity within the Property who, in turn, sells wastewater service directly or indirectly to another person or entity.

(c) If necessary, the Owner and/ or the District will provide easements within the Property for all master meters in accordance with City Ordinance requirements. Master meters shall be owned by the City and installed to measure Property wastewater flows. These meters will be calibrated on an annual basis at a time agreed by the City and the District. If the District requests meter calibration more often than the agreed annual time, then additional calibrations may be performed at the District's expense. In the event wastewater mains enter the Property from other City service areas, master meters will be installed at both ends of the system serving the Property so that the differential flows will be measured to determine flows from District customers. The Owner and/or the District shall not be required to provide easements outside the area of the Property.

6. Payments by the Owner.

The Parties acknowledge and agree that the Development Agreement contains arrangements for certain payments to be made by the Owner to the City, including Master Development Fees and Advance Payments, as defined in the Development Agreement. In acknowledgment of such payments and in exchange for the other considerations herein, the Owner and/or District shall not be required to make any payments in association with the wholesale wastewater services being provided by the City except those that are customary to in-city wastewater customers.

7. Contract for Billing Services.

The Parties acknowledge that the water service will be provided to the Property by Aqua Water Supply Corporation ("Aqua"), who currently holds the water certificate of convenience and necessity over the Property. To such extent, the Owner agrees that the District and/or the City may contract with Aqua to provide wastewater billing services to the Property in conjunction with its retail water billing services. The District will make every effort with Aqua to encourage one bill to cover the cost of water, wastewater, and trash service. Any such contract for services shall not result in an increase in the cost of services to customers within the Property, and nothing in this section shall be construed to allow for an increase in the rates paid by customers within the Property for wastewater services above those rates provided for elsewhere herein.

8. Effect of Force Majeure.

In the event any Party 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 Parties.

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 inability of any 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 or 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. Nothing in this Section 8 shall be interpreted to prohibit the Owner from seeking alternative sources of wholesale wastewater service for the Property in the event of a force majeure.

9. Notices.

Any notice to be given hereunder by any Party to the other Parties shall be in writing and may be effected by personal delivery or by sending said notices by overnight delivery, registered or certified mail, return receipt requested, to the address of each contact of the Party being provided notice, as set forth below. Notice shall be deemed given when deposited with the United States Postal Service or overnight delivery carrier with sufficient postage affixed or payment provided. Any notice mailed to the Parties shall be addressed as follows:

CITY: City of Elgin
PO Box 591
Elgin, Texas 78621
Attn: City Manager

With Copy to: Charlie Crossfield
Sheets & Crossfield
309 E. Main Street
Elgin, Texas 78664-5264

OWNER: Texas Bridle Trails LLC
Garrett Rajkovich
6475 Camden Ave #202

San Jose, California 95120

With Copy to: Ranch Road Development
Scott Miller
3951 Hwy 71 Bldg. A
Bastrop, Texas 78602

With Copy to: Winstead PC
Attn: Ross Martin
2728 N. Harwood St., Ste. 500
Dallas, Texas 75201

Any Party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

10. Remedies.

- (h) If the City defaults under this Agreement, the Owner may enforce this Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may give notice setting forth the event of default (“Notice”) to the City. If the City fails to cure any default that can be cured by the payment of money (“Monetary Default”) within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner may terminate this Agreement as to all of the Property owned by the Owner, or as to the portion of the Property affected by the default.
- (i) If the Owner defaults under this Agreement, the City may enforce this Agreement by seeking specific performance from any court of appropriate jurisdiction, or the City may give Notice to the Owner. If the Owner fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement as to all of the Property owned by the Owner, or as to the portion of the Property affected by the default.
- (j) If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney’s fees, expenses and court costs from the non-prevailing party.

11. Effective Date.

This Agreement shall be effective from and after the date of due execution by both the Parties (the “Effective Date”).

12. Term.

This Agreement shall commence upon the Effective Date and shall continue in effect with the term of the Development Agreement. Upon expiration of the Development Agreement, this Agreement shall also terminate.

13. Third Parties.

It is the express intention of the Parties that the terms and conditions of this Agreement may be enforced by any Party, but not by any third party or alleged third-party beneficiary.

14. Multiple Originals.

This Agreement may be executed in multiple originals, any copy of which shall be considered to be an original.

15. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

16. Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.

17. Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

18. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives the Parties, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

19. Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part

of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

20. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.
21. Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Owner hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Owner.
22. Reimbursement. The Parties acknowledge and agree that the Owner may seek reimbursement for the costs of the Wastewater Facilities and for other District facilities through the District pursuant to various provisions of the Texas Water Code and other statutory authorizations, and nothing contained in this Agreement is intended to interfere with any such reimbursement.
23. Assignability.
 - (h) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the City's consent, to a subsequent developer of all or a portion of the Property. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee. The City's consent to any proposed assignment will not be unreasonably conditioned, withheld or delayed. No consent, however, shall be required for (i) an assignment to any subsidiary, parent company, or other affiliate of the Owner, or (ii) Owner to assign its interests in full to the District, if the Districts agrees to be responsible for all assigned rights, privileges and obligations of this Agreement.

- (i) This Agreement shall not be assigned by the City without the Owner's express prior written consent.

24. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the Parties.

25. Joinder by the District.

The Owner and the City intend that this Agreement shall be binding upon the District from and after the date the District executes a joinder to this Agreement in substantially the same form as set forth in Exhibit "C", attached hereto and made a part hereof. The District shall execute such joinder at the time of its organizational meeting.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

CITY OF ELGIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on _____, 2018, by _____, _____ of the City of Elgin, Texas, a home-rule city on behalf of said City.

Notary Public Signature

(Seal)

TEXAS BRIDLE TRAILS, LLC

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2018, by _____ on behalf of Texas Bridle Trails, LLC.

Notary Public Signature

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B"
CITY'S WHOLESALE WATER RATES

**EXHIBIT “C”
FORM OF DISTRICT JOINDER**

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the “Joinder Agreement”), dated as of _____, 201_, is executed by BRICKSTON MUNICIPAL UTILITY DISTRICT (“District”), in connection with that certain Wastewater Service Agreement (the “Service Agreement”) entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Travis County, Texas (the “City”) and TEXAS BRIDLE TRAILS, LLC, a Texas limited liability company, dated effective as of _____, 201_. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Service Agreement.

In accordance with Section 24 of the Service Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein for all purposes, the District executes this Joinder Agreement in order to become a Party to the Service Agreement. Accordingly, the District hereby agrees as follows with City and Owner:

1. The District acknowledges and confirms that it has received a copy of the Service Agreement and the schedules and exhibits thereto.

2. The District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the District shall automatically be deemed to be a Party to the Service Agreement, and shall have all of the rights and obligations of the District with regard to property within the District thereunder as if it had originally executed the Service Agreement. The District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Service Agreement applicable to it to the same effect as if it were an original Party thereto.

3. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Bastrop County, Texas.

IN WITNESS WHEREOF, the District has caused this Joinder Agreement to be duly executed by its authorized officer as of the day and year first above written.

BRICKSTON MUNICIPAL UTILITY DISTRICT

By: _____

Name Printed: _____

Title: _____