

UTILITY SERVICE AGREEMENT FOR NEW DEVELOPMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Utility Service Agreement for New Development ("Agreement") is entered into by and between the San Antonio River Authority ("River Authority") and {insert name of developer}, a {insert type of entity}, ("Developer") together the Parties ("Parties").

Recitals

WHEREAS, Developer has requested that the River Authority provide municipal wastewater collection, transportation, treatment, and disposal services (the "Services") to an approximate XXX acre tract of land (the "Tract") which is located inside the River Authority's wastewater certificate of convenience and necessity ("CCN"), and the Developer's request (does/does not) necessitates the River Authority's financial participation in the development of infrastructure through oversizing or unbudgeted expenditures, therefore, Board action (is/is not) required; and

WHEREAS, the River Authority desires to provide the Services to the Developer pursuant to this Agreement,

NOW THEREFORE, the Parties agree as follows:

Agreement

1.00 Definitions. The terms defined in the above Recitals and set forth below are incorporated herein for all purposes.

1.01 Capacity Reservation – Capacity reserved in the River Authority System for the Tract in accordance with the terms of this Agreement, expressed as EDUs for planning and tracking purposes and in the amount specified in this Agreement.

1.02 Capital Improvements Program (CIP) – the River Authority's multi-year plan for each Service Area for implementing projects that support domestic wastewater collection, treatment, and disposal, and recycled water supply and delivery. The CIP is a financial planning and management tool which identifies facility and equipment requirements and schedules them for funding and implementation.

1.03 Connection Fee - a charge or fee that is imposed by River Authority for construction, installation, or inspection of a tap or connection to the River Authority's water or wastewater facilities, including all necessary service lines and meters, or for wholesale facilities that serve such water or wastewater facilities if the charge or fee does

not exceed three times the actual cost to the River Authority for such tap or connection; or if made to a nontaxable entity for retail or wholesale service, does not exceed the actual costs to the River Authority for such work and for all facilities that are necessary to provide Services to such entity and that are financed or are to be financed in whole or in part by rates or revenue bonds of the River Authority; or is made by the River Authority for retail or wholesale service on land that at the time of platting was not being provided with wastewater service by the River Authority.

1.04 Developer - any person who, with respect to land located within the River Authority's Service Areas: (i) has divided or proposes to divide the land into two or more parts for the purpose of laying out a Subdivision or other Development; (ii) is planning a Development on a single large Plat; or (iii) is developing over ten residential lots whether previously platted or not.

1.05 Engineering Report – Signed and sealed report prepared for a Developer by a registered professional engineer identifying the Tract, providing details of the proposed development and phasing on the Tract, identifying the number of EDUs to be served for each phase, the proposed assignment of Capacity Reservation to each phase, if applicable; the sequence and a timetable for build-out; and specifying the On-Site and Off-Site Facilities to be constructed for each phase that would allow the development on the Tract to receive Services from the River Authority System.

1.06 Equivalent Dwelling Unit (EDU) – A standardized measure of the consumption, use, generation, or discharge of water or wastewater attributable to a single-family residence, calculated in accordance with generally accepted engineering and planning standards for capital improvements and facilities expansion to serve new development, as defined as 240 gallons per day for wastewater.

1.07 Impact Fee – A charge or assessment imposed by the River Authority against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development and does not include any fee or charge that is a Connection Fee.

1.08 Joint Venture – A commercial enterprise undertaken jointly by two or more parties that otherwise retain their distinct identities.

1.09 Off-Site Facilities - The structures, facilities, and equipment to be constructed and located on property other than the Tract necessary to collect, convey, treat, and dispose of wastewater generated by development on the Tract by the River Authority System.

1.10 On-Site Facilities – The structures, facilities, and equipment to be constructed by the Developer and located on the Tract necessary to collect and convey wastewater generated by development on the Tract to the Off-Site Facilities and ultimately to the River Authority System.

1.11 Plat – A complete and exact map representing the Tract, showing the boundaries

and location of individual lots, easements, and streets which will be approved by the local city or county.

1.12 Project ROW – Right of way needed for the Off-Site and On-Site Facilities to be provided by the Developer in a form and manner acceptable to River Authority as provided in Section 8.00 herein.

1.13 River Authority – the San Antonio River Authority, established on May 5, 1937 by the 45th Legislature of Texas.

1.14 River Authority System – The central wastewater collection, treatment, and disposal system owned and operated by the River Authority.

1.15 River Authority Technical Specifications for Utility Construction – Technical specifications established by the River Authority management for the On-Site Facilities and Off-Site Facilities, including, but not limited to, specifications of material type, sizing, and installation requirements.

1.16 River Authority Utility Service Regulations - Rules and policies adopted by the River Authority’s Board of Directors governing the extension and provision of Service from the River Authority System.

1.17 Services – Wastewater collection, transportation, treatment and disposal.

1.18 Site Plan – plan prepared by Developer’s engineer depicting the Tract, phases of development, the number of EDUs planned for each development phase, and the planned Off-Site Facilities and On-Site Facilities needed to serve the Tract and proposed development.

1.19 TCEQ - Texas Commission on Environmental Quality or its successor entity.

1.20 Tract – a lot or plot of land to be developed by the Developer. Boundaries are defined per the Plat submitted by the Developer and identified in the Site Plan and Engineering Report.

1.21 Utilities Manager - The Manager of the San Antonio River Authority Utilities Department or their designated representative

1.22 Wastewater System Design Standards – guidelines for the design of utilities to be dedicated to the River Authority and/or operated by the River Authority.

2.00 Utility Service Regulations and Technical Specifications for Utility Construction. The Parties acknowledge that the Services to the Tract shall be provided in accordance with: the River Authority’s Utility Service Regulations, River Authority’s Technical Specifications for Utility Construction, and the Wastewater System Design Standards, as may be amended from time to time. In the event the specific terms of this Agreement are in conflict with the above listed, the

specific terms of this Agreement shall apply. The above notwithstanding, for the specific conflicting terms to prevail, the conflict must be expressly noted in this Agreement. The Parties further acknowledge that this Agreement may be subject to future acts of the Board of Directors or its assignee with respect to the adoption or amendment of River Authority ordinances/resolutions governing Connection Fees and Impact Fees, in accordance with applicable law.

3.00 Capacity Reservation. The Parties agree that the purposes of this Agreement are 1) the reservation of the designated wastewater discharge capacity for the Tract, 2) the connection to the System, and 3) provision of Services to the Tract provided 4) the Developer meets the terms and conditions of this Agreement. The Capacity Reservation for the Tract shall be a total of [REDACTED] EDUs. Unused Capacity Reservation for individual EDUs shall expire five years from the Effective Date of this Agreement. Developer may request an extension of the five-year deadline by written request to the River Authority and such extension may be provided, at the sole discretion of the River Authority, for no longer than 10 years from the Effective Date.

4.00 Obligation Conditioned. The obligation of the River Authority to provide the Services is conditioned upon present rules, regulations and statutes of the United States of America and the State of Texas and any court order that directly affects the System and/or the utility infrastructure directly servicing the Tract. The Developer acknowledges that if the rules, regulations and statutes of the United States of America and/or the State of Texas that are in effect upon the execution date of this Agreement are repealed, revised or amended to such an extent that the River Authority becomes incapable of, or prevented from, providing the Services, then no liability of any nature is to be imposed upon the River Authority as a result of the River Authority's compliance with such legal or regulatory mandates.

5.00 Site Plan and Engineering Report. The Developer will submit the Engineering Report as part of the plan review. Attachment A provides the current Site Plan for the Tract. The Parties agree that the Site Plan is a part of this Agreement for the purposes of identifying the Tract, Off-Site Facilities, On-Site Facilities and development phases until the Engineering Report is provided. The Developer shall modify and update the Site Plan and the Engineering Report as may be reasonably required by the Utilities Manager.

6.00 Infrastructure Requirements. The Developer will design and install all On-Site Facilities and Off-Site Facilities to serve the Tract in accordance with the River Authority's Technical Specifications for Utility Construction and the, solely at the Developer's cost, unless otherwise stated herein. Such On-Site and Off-Site Facilities include the following:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

7.00 River Authority CIP and Oversizing Requirements. The Tract is situated within the River Authority's [REDACTED] CIP for the [REDACTED] service area. The River Authority [REDACTED] require the Developer to oversize the pipe as per the CIP for the [REDACTED] service area.

7.01. Connection Fee or Impact Fee Credit Eligibility.

N/A

8.00 Project ROW. The Developer shall use best efforts to provide all services necessary to acquire title to the right of way needed for the Off-Site Facilities and On-Site Facilities (“Project ROW”) in a form and substance acceptable to the River Authority in its sole discretion in the name of the River Authority. The River Authority requires utility easements to be **thirty (30) feet in width**. The Developer shall acquire all Project ROW in accordance with State and Federal Law and the practices, guidelines, procedures, and methods as required by the River Authority. Except as otherwise set forth in this Agreement, the Developer’s Project ROW staff and/or Subcontractors will function as independent contractors while acquiring Project ROW, and not as an agent, representative, or employee of the River Authority. If the Developer is unable to acquire the necessary Project ROW and thereby fails to obtain the needed conveyance in a form acceptable to the River Authority, the River Authority staff may initiate acquisition efforts. The use of eminent domain by the River Authority requires approval by the River Authority Board of Directors, and such decision is in the Board’s sole discretion. The acquisition of all Project ROW shall be completed prior to starting construction.

If the River Authority staff is engaged for acquisition efforts, an amendment to this agreement shall be executed to outline the terms of this effort. The Developer will reimburse the River Authority for all costs incurred by the River Authority in the acquisition of the Project ROW, including but not limited to land acquisition costs, survey costs, appraisal costs, staff time and legal costs. The River Authority shall not expend more than **\$XXX/** (or determined through amendment if not able to determine at this time) in the aggregate toward the cost of acquisition of the Project ROW without the prior written approval of the Developer and the Developer agrees to deposit these funds in an escrow account agreeable to the River Authority from which the River Authority may draw as funds are needed to pay for any costs incurred by the River Authority as the River Authority deems necessary.

Developer shall also be responsible for the full and timely payment of any fees and charges imposed by a city for returning the Project ROW to the condition as it existed prior to the construction, installation, repair, replacement, upgrade, or removal of any Off-Site or On-Site Facilities needed to serve the new Development.

9.00 Lift Stations and Force Mains (if applicable). Lift stations and force mains are only allowed by prior written supplemental agreement with the River Authority. See **Attachment B**. Applicable fees, as set out in the supplemental agreement, must be paid in full prior to commencement of wastewater construction. Whenever a lift station is proposed, a present value analysis of the lift station vs. gravity solutions shall be included in the Engineering Report in conformance with the requirements of the River Authority’s specifications and compliance with the TCEQ regulations.

10.00 Connection Fee and Impact Fee Assessment and Payment. Connection Fees and Impact Fees will be assessed at the rates in effect at the time the River Authority notifies the Developer of acceptance of its new development service application and authorization to proceed. The Developer

shall pay to the River Authority Connection Fees and Impact Fees upon plan review acceptance and before commencing construction on wastewater infrastructure on each unit or phase of the development. Impact Fees are subject to refunding to the Developer in accordance with Section 395.025 of the Texas Local Government Code or its successor statute. River Authority shall have the discretion to refund Connection Fees for EDUs for which Impact Fees have been refunded if such fees have not been used, and a connection to the River Authority System has not yet been established.

11.00 Connection Fee and Impact Fee Estimates Based Upon Current Charges. The following is an estimate of Connection Fees and Impact Fees for the provision of Services contemplated under this Agreement, which are based on fees in effect as of the date of River Authority’s acceptance of the Developer’s service application and authorization to proceed with remainder of the application process.

Type of Fee	EDUs	\$/EDU	Current Total
Connection Fee	XXX	Amount	\$XXX
Total			\$XXX

12.00 Pro-Rata Cost Contribution Requirement (if applicable). Developer shall be required to pay a pro-rata cost contribution prior to connecting to the River Authority System, if Developer is tapping into or connecting to a component of the River Authority System that is subject to a pro-rata cost contribution requirement. A component of the River Authority System that is subject to a pro-rata cost contribution requirement is a component built or to be built at the River Authority’s cost, or a component that the River Authority has or will pay to oversize, the costs of which are not covered by an Impact Fee or Connection Fee. {include the following if applicable} Developer shall be connecting to (ID of main that is being connected to) a River Authority System component that is the subject of a pro-rata cost contribution in the amount of [redacted] for the Reserved Capacity. This pro-rata cost contribution shall be collected from Developer prior to commencement of construction of any On-Site Facilities or Off-Site Facilities.

13.00 Dedication to River Authority. The Developer agrees to dedicate, grant, and convey to the River Authority all rights, title and interest of the Developer in both the Off-Site Facilities and On-Site Facilities that the Developer constructs pursuant to this Agreement and to dedicate, grant, and convey to the River Authority easements for such utility infrastructure in the form and manner acceptable to the River Authority. Developers may on occasion be required to dedicate an easement on their Tract that will allow for other Tracts to flow through their infrastructure. The easement shall be provided to the River Authority timely upon request of the River Authority and within six (6) months of the execution of this Agreement. Upon written acceptance of Off-Site and On-Site Facilities by the River Authority, the infrastructure shall be owned, operated and maintained by the River Authority, at which point all conveyed infrastructure will have a one-year warranty.

14.00 Design and Construction Requirements. The design and construction of all Off-Site and On-Site Utilities shall, at a minimum, comply with the requirements established by the River

Authority, the municipal and county authorities in whose jurisdiction the Tract is located, the State of Texas, and any agency thereof with jurisdiction, including but not limited to the TCEQ and the Texas Department of Health. Off-Site and On-Site Facilities shall be constructed under the inspection of River Authority. Provision of the Services to the Tract shall not commence until the Utilities Manager has accepted and approved Off-Site and On-Site Facilities in writing.

15.00 Joint Venture Agreements. In the event the Developer enters into a Joint Venture agreement covering the costs for supplying the Services to the Tract, the Developer shall send a copy of such agreement to the attention of the Utilities Manager.

16.00 Assignment. This Agreement may not be assigned by the Developer in whole or in part without the prior written consent of the River Authority. The Developer may assign, convey or transfer Capacity Reservation (by EDU) to buyers of portions of the Tract in accordance with Section 25 below and with the approval of the River Authority.

17.00 Event of Foreclosure. In the event the Developer's interests in the Tract are extinguished by an act of foreclosure, and the foreclosing party has supplied sufficient evidence to the River Authority that they are the successor in interest to the Tract as a result of such foreclosure, and that there are no lawsuits pending concerning the Tract, the River Authority shall consider the foreclosing party a successor in interest if the foreclosing party executes a utility service agreement with the River Authority after the Utilities Manager determines that the execution of such an agreement will not be adverse to the River Authority's interest.

18.00 Payment for Provision of Retail Utility Service. In the event payment for the Services provided to a subdivision Plat within the Tract is not billed by the River Authority, the amount of the monthly fees for the provision of the Services will be those charged to the various customer classifications as set by the River Authority Ordinances, with the billing and collection thereof on behalf of the River Authority, being the responsibility of the billing utility purveyor. To facilitate this arrangement, the Developer is to insert into any utility agreement with whatever utility purveyor is to bill for utility services to a subdivision Plat within the Tract, a provision requiring said purveyor to enter into a contract with the River Authority to bill and collect the River Authority's monthly utility services fees and transmit said fees to the River Authority. The billing utility purveyor shall advise customers that delinquent non-payment of any of the River Authority's fees will result in interruption and/or termination of the Services provided by the River Authority, in accordance with applicable interruption and termination policies and procedures, as amended. The River Authority shall not be obligated to provide the Services to any Plat within the Tract unless and until the utility purveyor has executed a contract with the River Authority to provide for the billing and collection of the Services provided by the River Authority.

19.00 Enforcement of Industrial Waste Ordinance (if applicable). The Developer shall file a restrictive covenant covering the entire Tract, running with the land in the Real Property Records of the counties in which the Tract is located. Such covenant shall be acceptable to the River Authority and contain language expressly granting to the River Authority the right, should the River Authority so elect, to enforce and or otherwise pursue to the extent provided at law or in equity, the provisions of the River Authority's most-current Industrial Waste Ordinance No. O-805, as amended or as may be amended. The River Authority's right shall include, to the extent

provided at law or in equity, the right to inspection, sampling and monitoring of the collection system to assure ordinance compliance. Recordation of the covenant shall be a condition precedent for the River Authority's provision of the Services to any portion of said Tract.

20.00 River Authority's Obligation to Provide Service. To the extent that the Developer pays all applicable fees and complies with all Off-Site Facility and On-Site Facility requirements, Developer shall be entitled to the permanent use and benefit of the Services and is entitled to receive immediate service from any existing facilities with actual capacity to serve the development for which fees were paid, subject to compliance with other valid regulations and the terms of this Agreement.

21.00 Use of Capacity by River Authority. The Developer understands that capacity in the On-Site and Off-Site Utilities may be utilized by River Authority for other tracts requesting service from the River Authority. The River Authority shall keep accurate records of the Capacity Reservations for the Tract, and in no event will the Developer be denied capacity as a result of the River Authority's utilization of such capacity for another tract.

22.00 Plats and Engineering Report. On-Site Facilities to be installed in phases shall conform to the Engineering Report. The Developer shall also provide the River Authority with a digital version of the proposed recorded Plat, as submitted for Plat recordation in a format acceptable to the River Authority, for each phase or unit of the development project. If a phase changes in any way from the Engineering Report, except for timing or schedule (i.e. number of EDUs, geographic boundaries), an amendment to this Agreement will be required.

23.00 Conformance to Engineering Report. All On-Site Facilities and Off-Site Facilities to serve the Tract shall be designed and constructed in conformance with the approved Engineering Report. Changes in the wastewater system design shall be resubmitted to the River Authority for written approval.

24.00 Commencement of Construction and Early Termination. The Developer shall have one (1) year from the Effective Date of this Agreement to start construction of the On-Site Facilities and Off-Site Facilities. The Developer agrees that this Agreement shall automatically expire upon written notice of the River Authority if the Developer has not started construction of required On-Site Facilities and Off-Site Facilities within one (1) year of the Effective Date of this Agreement. Upon such expiration, a new request for the Services must be submitted to the River Authority. In the event Developer commences construction within the one (1) year period provided, the Agreement shall remain in effect for the term identified in this Agreement.

25.00 Capacity Reservation Assignments and Expiration. Capacity Reservations are for the Tract only and may not be transferred to other Off-Site projects. Capacity Reservation assignments to subdivided tracts within the Tract of this Agreement may be made only with prior approval of the River Authority. The Developer shall maintain an accounting of the Capacity Reservations assigned by the Developer after the Effective Date of this Agreement to portions of the Tract. If the Developer sells a portion of the Tract and assigns part of the Capacity Reservation, such assignment must be included in the deed, bill of sale or instrument conveying the land and the Developer must require the buyer of the land who receives the assignment to record the instrument

effectuating the assignment. The River Authority will recognize the Capacity Reservation assignments within the Engineering Report so long as the River Authority has received notice of and previously approved the assignment, the allocations are within the parameters of this Agreement, and the River Authority is given the opportunity to amend this Agreement and/or enter into a new Utility Service Agreement with the buyer of the land who receives the assignment from Developer. For properties that have areas of unplanned use, the demand will be calculated at four and one-half (4.5) EDUs per acre unless the Engineering Report specifies otherwise or there is not enough EDU capacity remaining for the Tract to allocate four and one-half (4.5) EDUs per acre.

Capacity Reservation for individual EDUs shall expire upon the earlier of (1) the time a retail customer connection is set and in service at which point the EDUs associated with that connection convert to active service and the EDUs are deducted from the overall Capacity Reservation for the Tract; or (2) five years from the Effective Date.

In no event will the System be responsible to third-parties for providing wastewater services capacity beyond the total Capacity Reservation identified in this Agreement for the Tract. **THE DEVELOPER EXPRESSLY DISCLAIMS, RELEASES AND HOLDS HARMLESS THE RIVER AUTHORITY, ITS OFFICERS, EMPLOYEES, CONSULTANTS AND REPRESENTATIVES, FROM ANY LIABILITY, DAMAGES, COSTS OR FEES, AND AGREES TO INDEMNIFY RIVER AUTHORITY, ITS OFFICERS, EMPLOYEES, CONSULTANTS AND REPRESENTATIVES FOR ANY LIABILITY, INCLUDING COSTS AND ATTORNEY 'S FEES, ASSOCIATED WITH ANY DISPUTE RELATED TO THE AVAILABILITY OF SERVICES TO THE TRACT.**

26.00 Term. The term of this Agreement shall be _____ years from the Effective Date, if the Developer complies with the requirements this Agreement. This Agreement shall automatically expire if the Developer fails to comply with the requirements of this Agreement within the time period provided herein.

26.01. To the extent that River Authority's obligations do not survive the expiration of this Agreement, Developer understands and agrees that a new Agreement must be entered into with River Authority to receive the Services for the development project that is the subject of this Agreement.

26.02. To the extent that Developer timely pays all applicable fees and complies with all On-Site and Off-Site Facilities requirements prior to the expiration of this Agreement, the following River Authority obligations will survive expiration of this Agreement:

- a) The River Authority's recognition of the EDUs referenced as the subject of this agreement as Capacity Reservation for the Tract.
- b) The River Authority continued recognition of fee credits previously earned by the Developer.
- c) The River Authority's continued provision of the Services to retail customers located in the Tract, so long as such customers pay for the services and comply with the River Authority's regulations applicable to individual customers.

27.00 Entire Agreement. The following documents attached hereto and incorporated herein are as fully a part of this Agreement as if herein repeated in full, together with this Agreement, comprise the Agreement in its entirety:

Attachment A: Site Plan
Attachment B: Lift Station & Force Main Supplemental Agreement (if applicable)

Any of the above attachments that are created and submitted by the Developer as an attachment to this Agreement shall be limited to providing relevant engineering, planning or managing information for the purposes of setting aside or reserving wastewater service capacity as specified in the body of this Agreement. The Developer understands that this Agreement is subject to the Texas Public Information Act; and, therefore, agrees that it will not claim that any of the information contained herein is subject to any third-party exception under that Act.

28.00 Amendment. No amendment of this Agreement will be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the River Authority and the Developer.

29.00 Recordation. The Developer acknowledges and agrees that the Capacity Reservation provided by this Agreement runs with the land and shall be an appurtenance to the Tract. The River Authority may record notice of this Agreement in the Real Property Records of the County in which the Tract is located.

30.00 Indemnity. **TO THE EXTENT ALLOWED BY LAW AND TEXAS CONSTITUTION, THE DEVELOPER AGREES TO DEFEND, FULLY INDEMNIFY AND HOLD HARMLESS THE RIVER AUTHORITY, ITS OFFICERS, EMPLOYEES, CONSULTANTS AND REPRESENTATIVES, SUCCESSOR AND ASSIGNS AGAINST ANY AND ALL CLAIMS, LIENS, SUITS, OR ACTIONS ASSERTED BY ANY PERSON, FIRM, OR CORPORATION ON ACCOUNT OF LABOR, MATERIALS, OR SERVICES FURNISHED TO DEVELOPER IN THE PERFORMANCE OF THIS AGREEMENT AND FROM ANY CLAIMS, SUITS, OR ACTIONS OF THIRD PARTIES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.**

31.00 Notices. Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served, if in writing, and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

IF TO SAN ANTONIO RIVER AUTHORITY:

SAN ANTONIO RIVER AUTHORITY
100 E. GUENTHER STREET
SAN ANTONIO, TEXAS 78204
ATTN: GENERAL MANAGER

IF TO DEVELOPER:

Developer's name, Developer's address.

With a copy to:

SUBDIVISION NAME

ENGINEERING COMPANY AND ADDRESS

ATT: ENGINEER

32.00 Severability. If for any reason any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect impair or invalidate the remaining paragraphs of the Agreement as a whole, but shall be confined to the specific sections, clauses, or paragraphs of this contract held legally invalid.

33.00 Effective Date. The Effective Date of this Agreement shall be the date signed by the authorized representative of the River Authority.

34.00 Ownership. By signing this Agreement, the Developer represents and warrants that it is the owner of the Tract or has the authority of the Tract owner to develop the area. If the Developer does not own the Tract, then the Developer must provide documentation from the owner of the Tract to show that the Developer has the proper authority to develop the Tract. The River Authority may terminate this Agreement upon written notice to the Developer at any time if it determines that the Developer does not own or maintain the legal authority to develop the Tract.

35.00 Developer's Obligations Regarding Construction. Developer shall ensure that contractors and builders working on the Tract shall use best practices to protect the River Authority System and the environment during their construction projects and shall be aware of and follow River Authority's construction requirements. Developer shall be responsible for the direct and indirect costs of any damage to the River Authority System, costs incurred by the River Authority due to the failure of the Developer or its contractors to use best practices, or any damage to the environment caused by construction projects on the Tract. These obligations shall survive assignment, expiration or termination of this Agreement and shall be a continuing obligation of Developer or its assigns.

ACCEPTED AND AGREED TO IN ALL THINGS:

San Antonio River Authority

Signature: _____

Print Name: _____
General Manager

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS, COUNTY OF BEXAR §

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and that he/she has executed the same as _____ for the purposes and consideration therein expressed and in the capacity therein stated.

Given Under My Hand and Seal of Office this _____ day of _____, _____.

(Seal)

Notary Public

ACCEPTED AND AGREED TO IN ALL THINGS:

Developer: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS, COUNTY OF BEXAR §

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and that he/she has executed the same as _____ for the purposes and consideration therein expressed and in the capacity therein stated.

Given Under My Hand and Seal of Office this _____ day of _____,
_____.

(Seal)

Notary Public

**ATTACHMENT A
SITE PLAN**

ATTACHMENT B

LIFT STATION AND FORCE MAIN SUPPLEMENTAL AGREEMENT

"[Project Name]"

This Lift Station and Force Main Supplemental Agreement is a part of and incorporated into that certain Utility Service Agreement for New Development (USA) between the RIVER AUTHORITY and the Developer for the Tract as those terms are defined in the USA. It is expressly recognized that the tract may be situated in more than one drainage sub-basin and that the Developer may seek approval to install on-site and/or off-site lift station/force main systems to serve the Tract subject to prior approval by the Manager of Utilities. Should the Developer so elect and the Manager of Utilities so concur, all systems shall be designed and constructed at the Developer's total expense and at no cost to the RIVER AUTHORITY. The Developer may have the option of constructing gravity off-site lines so as to develop preferred gravity flows and eliminate the necessity for the lift station/force main systems, subject to prior approval by the RIVER AUTHORITY of all design, plans and construction of such systems. The Developer must prepare a present value analysis of the cost of constructing gravity mains compared to the cost of constructing and operating the lift station/force main system in the Engineering Report. The analysis must demonstrate that the cost of the gravity main option, including off-site easements, is more than three (3) times the cost of the lift station/force main system designed according to the RIVER AUTHORITY'S lift station requirements including the applicable Lift Station Maintenance Fee in effect.

In the event that prerequisite approvals to install on-site and/or off-site lift station/force main system are secured by the Developer, the Developer shall establish a fund to cover the annual maintenance fees for a 10-year period, as approved by the RIVER AUTHORITY'S Legal Department and the Director of Finance for each lift station/force main system constructed to serve any property within this tract. The creation and approval of said fund shall be a condition precedent for approval and release for recordation by the RIVER AUTHORITY of the plat of the properties for which the lift station/force main system shall be constructed to serve. This fund shall be paid by the Developer prior to the commencement of construction and shall guarantee the entire payment of the current fee to the RIVER AUTHORITY for each lift station/force main system constructed to serve property within said Tract for a period of ten (10) years following the post-construction acceptance date of each force main and lift station system. The Developer is required to pay a onetime life station maintenance fee of \$XXX,XXX per lift station.

ACCEPTED AND AGREED TO IN ALL THINGS:

San Antonio River Authority

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACCEPTED AND AGREED TO IN ALL THINGS:

Developer: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____