GREEN VALLEY SPECIAL UTILITY DISTRICT

General Manager
Phillip K. Gage
Mailing Address:
P.O. Box 99
Marion, TX 78124
Phone : 830-914-2330
www.gvsud.org

Board of Directors
John Frias, President
Jerry Cumby, Vice President
Robert Roberson, Secretary/Treasurer
Shari McDaniel, Director
Brit King, Director
James Hendrix, Director
Nick Sherman, Director

Regular Board Meeting
Agenda
October 15, 2026
9:00 A.M.

Notice is hereby given that a regular meeting of the Board of Directors will be held at 9:00 a.m. on Thursday, October 15, 2026 at the Green Valley Special Utility District (GVSUD) Boardroom, 605 FM 465, Marion, TX 78124 to consider and act upon any lawful subject which may come before said meeting, including, among others, the items listed on the agenda.

This meeting will also be available via the Green Valley SUD YouTube channel at the link here

The GVSUD Board of Directors may consider, discuss, and take action on any of the matters identified below. The GVSUD Board may go into executive session under Sections 551.071, 551.072, 551.073, 551.074, and/or 551.076 of the Texas Open Meetings Act, codified in Texas Government Code Chapter 551, and/or matters on which counsel must report under the Texas Disciplinary Rules of Professional Conduct, at any time during the Regular Meeting.

A. Establish Quorum and Call to Order.

B. Invocation and Pledge of Allegiance.

C. Public Comment.

GVSUD welcomes public participation. If you are unable to attend the meeting, a written comment with your name and the topic or agenda item that you wish to address can be emailed or delivered to GVSUD's office located at 605 FM 465, Marion, Texas 78124, attention to Pamela Manchack, Public Information Officer, pmanchack@gvsud.org. Written comments must be submitted and received no later than 3:00 p.m. on October 14, 2026. Please remember that Public Comment is limited to three (3) minutes per person. Time may not be "shared or ceded" to another citizen.

D. Consent Agenda

All items listed below are considered to be routine and non-controversial by the Board and will be approved by one motion. There will be no discussion of these items unless a Board member so requests, in which case the item will be removed from the consent agenda and will be considered and action taken as necessary, as part of the order of business.

1. September 24, 2026, Regular Monthly Board Meeting Minutes.

E. Hear updates on the following items from GVSUD General Manager, Staff, and Committee Chairs.
1. Employee Recognition (Phil Gage)
2. Business and Operations:
    i. General Manager updates. (Phil Gage)
    ii. Operations update. (Brian Plover)
    iii. District Engineer Update. (Travis Basham)
3. CRWA Board of Trustees post-meeting updates. (Shari McDaniel/Nick Sherman)
4. CRWA Board of Managers post-meeting updates. (Phil Gage)
5. ARWA Board of Directors post-meeting updates. (Nick Sherman)
6. Committee Reports
    i. Construction Committee Memo. (Nick Sherman)
    ii. CRWA Construction Committee. Memo (Nick Sherman)
    iii. Finance/Investment Committee. (Shari McDaniel)
    iv. TASUD Update. (Phil Gage)

F. Presentation from CRWA on Wells Ranch III (Blumberg Project). (Kerry Averyt)

G. Consideration and possible action related to a Resolution Approving a Resolution of the Board of Directors of the Alliance Regional Water Authority Authorizing the Issuance of Contract Revenue Bonds for the Canyon Regional Water Authority (in the principal amount not to exceed $13,235,000); and Other Related Matters, in connection with the issuance of bonds for the regional water supply project that the District participates in through the Canyon Regional Water Authority. (Graham Moore)

H. Consideration and possible action related to Non-Standard Water and/or Wastewater Service Agreement(s):
1. Schmoekel Tract – Water Non-Standard Service Agreement
2. Schmoekel Tract – Wastewater Non-Standard Service Agreement
3. Pioneer & Stagecoach Rd - Water Non-Standard Service Agreement
4. Tackett Commercial - Water Non-Standard Service Agreement

I. Hear updates on the items below from GVSUD General Counsel. “Tex. Gov’t Code Section 551.071”
1. Pending or Threatened Litigation.
2. Legal Changes Affecting the District.

Executive Session:

Closed session in accordance with Texas Government Code Section 551.071 – 551.074 and/or 551.076, and/or matters upon which the Attorney has the duty to report under Texas Rules of Disciplinary Conduct:

J. Discuss personnel matters. “Tex. Gov’t. Code Section 551.074”

K. Discuss Project Alpha. “Tex. Gov’t. Code Section 551.071”

L. Cause No. 22-0404-CV-E, *Green Valley Special Utility District v. Vision Capital Investment, LLC.*

Post Executive Session:

M. Consideration and possible action on items discussed in the executive session.

N. Consideration of proposed items to be included on next month's board meeting agenda.

O. Adjournment.

I, Pamela Manchack, do hereby certify that public notice of the time, place, and purpose of said meeting was given, as required by the Government Code, Chapter 551.041-551.054, Texas Open Meetings Act.

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Regular Board Meeting Minutes
September 24, 2026

The Green Valley Special Utility District (GVSUD) Board of Directors met in a regular monthly meeting on August 27, 2026, at the GVSUD Boardroom located at 605 FM 465, Marion, Texas 78124. Board Directors present were John Frias, Nick Sherman, Robert Roberson, James Hendrix, Jerry Cumby, Brit King and Shari McDaniel. GVSUD Staff present were Phillip K. Gage, Travis Basham, Gina Buntin, Kim Hutcheson, and David Gurganus. Also present was Shan Rutherford, staff attorney with Terrill & Waldrop Law Firm, and Garry Montgomery, Utility Engineering Group (UEG).

A. Establish Quorum and Call to Order.

John Frias called the meeting to order at 9:00 a.m.

Frias turned meeting over to Cumby.

B. Invocation and Pledge of Allegiance.

Cumby gave the invocation and led the Pledge of Allegiance.

C. Public Comment.

None

D. Consent Agenda

All items listed below are considered to be routine and non-controversial by the Board and will be approved by one motion. There will be no discussion of these items unless a Board member so requests, in which case the item will be removed from the consent agenda and will be considered and action taken as necessary, as part of the order of business.

1. August 27, 2026, Regular Monthly Board Meeting Minutes
2. August 2026 Balance Sheet
3. August 2026 Cash Investment Report/Statement of Account Balances, until audited
4. August 2026 Financial Report, until audited
5. August 2026 Check Detail

Sherman made a motion to approve items D.1 through D.5. Seconded by McDaniels. All voted in favor. Motion passed.

E. Hear updates on the following items from GVSUD General Manager, Staff, and Committee Chairs.
    1. Employee Recognition (Phil Gage)

Abe Sandoval was recognized for obtaining his Water Operator B license. Management congratulated Abe on this significant achievement and noted that he is now one step closer to obtaining his A-Level license. Abe has been with Green Valley SUD for approximately five years and serves as a foreman, regularly working throughout the service area. The Board and management expressed their appreciation for his dedication and congratulated him on this accomplishment.

    2. Business and Operations:
        i. General Manager updates. (Phil Gage)

Gage presented a brief General Manager's memo addressing current staffing and providing the District's current organizational chart. The General Manager noted that the results of the employee survey would be discussed during Executive Session under personnel matters.

        ii. Operations update. (Brian Plover)

Gage presented the Operations Report in Plovers's absence, as he was attending the Austin-San Antonio Growth Summit in New Braunfels. The report provided an update on system usage, production, meters, billing, water loss, sewer connections, and overall operations.

Total water usage for the year was reported at 4,559 acre-feet, which is considerably lower than the previous year. The decrease was attributed in part to the expiration of the 1,000 acre-foot water lease with New Braunfels Utilities in June and to the wetter weather experienced this year. The District currently has 20,426 meters, representing an increase of 114 meters from the previous month. Continued growth is expected based on the number of EDUs and homes currently under construction.

The District has produced 697 acre-feet of water so far this year. Well 4 remains under rehabilitation due to issues with its electrical connection. CPS Energy was had to install new three-phase power at the site, and the well has not yet returned to service. Gage noted that the well being offline has not negatively affected operations due to the lower water demand this year.

Billing has begun to increase as the effects of the wetter weather decrease. The most recent billing cycle totaled approximately $2.1 million, while September billing was approximately $2.4 million and will be reflected in the October report. Water loss remains at approximately 9%, which is consistent with expectations for the year. The General Manager noted that water loss records are audited annually and the District continues to maintain the necessary records for tracking purposes.

Sewer connections increased by approximately 37 during August. Wastewater flow decreased to approximately 0.14 MGD, which was lower than previous months. The decrease was attributed to the weather and issues identified within the collection system.

The Operations Report also included the standard water inventory by source, vehicle report, and leak report. Total annual water usage is expected to finish at approximately 5,500 to 6,000 acre-feet for the year.

iii. District Engineer Update (Travis Basham)

Basham provided an update on the District's current projects. There are 119 total projects, 65 in design, 48 in construction, and 6 in closeout.

A new update was added to the report showing contracted EDUs. There are currently 11,583 contracted EDUs either in design or construction, with 4,840 in construction and 6,743 in design. The EDUs were also broken out between water and wastewater for informational purposes.

A turn-page meeting was completed with the design team for the Plant 1.25 MGD Expansion. Staff comments and value engineering recommendations were discussed and will be incorporated into the final design.

The 16-inch water line along Green Valley Road is currently at 90% design. Staff is reviewing the design and expects to provide comments to the engineer by the end of the week or the following week.

Construction of the Plant 3 and Plant 8 Generator projects is progressing. The Plant 3 generator pad has been completed, and the pad at Plant 8 has also been poured with the forms removed. Progress is currently dependent on the delivery of electrical components and other materials needed to proceed.

The Plant 11 Ground Storage Tank project has a few minor outstanding items that staff is working to complete. The project is anticipated to be completed the following week, with tank filling and testing remaining before final completion.

Staff has provided 90% design comments to the design team for the Plant 10 Rehabilitation project. The initial design included a larger scope of work than anticipated, and staff is working with the design team to identify opportunities for value engineering and reduce the project cost. The goal is to develop a more cost-effective project that can ultimately be advertised for bids.

A maintenance building for the Santa Clara Wastewater Treatment Plant was recently bid. The bids received were significantly higher than anticipated, and the District does not intend to award the contract at this time. Staff will reevaluate the project and consider alternative approaches to reduce the overall cost. The project involved construction of a shell building and slab. Additional details regarding the bid may be discussed in Executive Session if necessary.

3. CRWA Board of Trustees post-meeting updates. (Shari McDaniel/Nick Sherman)

Budget Committee discussed the distribution of TxDOT refund funds and how those funds would be applied back to projects. The committee also discussed the distribution of lawsuit proceeds and continued work on developing an end-of-year funds policy addressing the return of funds to the participating entities.

Sherman stated he chaired the Board of Trustees meeting in the absence of President Rohan. The General Manager's evaluation was also discussed but was tabled until President Rohan could participate.

Sheman stated that the CRWA Construction Committee is focused on ensuring projects are completed within their specified contract durations. Some projects have extended beyond their anticipated timelines, and efforts are being made to ensure contract schedules are met.

4. CRWA Construction Committee

No discussion.

5. CRWA Board of Managers post-meeting updates. (Phil Gage)

The Board of Managers is considering moving its meeting date approximately one week earlier. The change would provide additional time between the Board of Managers meeting and the Trustees meeting and would better align the governance schedule by allowing the Board of Managers meeting to occur before the Executive Committee meeting. This would allow any items the Board of Managers would like the Executive Committee to consider to be addressed before the Executive Committee sets its agenda.

Also provided was an update regarding the end-of-year funding policy. The Board of Managers provided feedback on the proposed policy and recommended moving toward a true-up budget approach. Under this approach, funds would be collected based on projected costs, with actual costs reconciled at the end of the year and any overages or shortfalls addressed through a year-end reconciliation. The Board of Managers is working closely with the Budget Committee on this approach, which is intended to improve cost projections and reduce overall expenses.

6. ARWA Board of Directors post-meeting updates. (Nick Sherman)

No discussion.

7. Committee Reports
    i. Construction Committee Memo (Nick Sherman)

Sherman reported that several items were discussed during the Construction Committee meeting. A couple of items were not covered during the previous month's Construction Committee meeting and will be addressed later in the meeting as part of Travis's report.

    ii. CRWA Construction Committee Memo (Nick Sherman)

No discussion.

    iii. Finance/Investment Committee (Shari McDaniel)

No discussion.

    iv. TASUD Update (Phil Gage)

Gage provided an update regarding a recent introductory meeting with Representative Armando Martinez. The meeting was held virtually and included four general managers. Representative Martinez serves as Vice Chair of the Texas House Committee on Natural Resources, which has jurisdiction over matters involving Texas water resources.

The group discussed water-related issues and the District's legislative priorities for the upcoming legislative session. The group expressed an interest in working with Representative Martinez on legislative matters and helping advance items through the committee process. A one-page informational handout was also developed to provide legislators with an overview of Special Utility Districts, their role in serving growing communities, and the scope of services they provide.

Gage also noted that a TASUD Board meeting is scheduled later today to discuss the organization's approach as the legislative session approaches.

F. Public hearing on the GVSUD Drought Contingency Plan. (Brian Plover)

The Board opened a public hearing at 9:19 a.m. to review the revised and updated Green Valley SUD Drought Contingency Plan.

Gage explained that the District previously combined its Drought Contingency Plan and Water Conservation Plan into one document. After reviewing the existing plan, staff determined that the previous approach did not adequately account for the District's diversified water sources, which include groundwater from multiple sources and surface water.

The revised plan continues to meet the regulatory requirements established by the Texas Water Development Board and applicable regulations. The plan addresses drought trigger conditions, demand management measures, initiation and determination of each drought stage, variances and enforcement, and public notification and education.

The primary change from the previous plan is that drought stages will be based on the District's total available water inventory rather than being triggered by a single water source. This approach accounts for the District's diversified water portfolio and allows curtailments affecting individual sources to be considered as part of the District's overall available supply.

The revised plan also incorporates a conservation and accountability approach through the District's tiered rate structure. Under normal conditions, the District would remain in Stage 0. As drought stages increase, additional charges would apply to higher levels of water use, with the intent of encouraging conservation among high-volume users while minimizing the impact on customers who are already using water efficiently. Stage 5 is reserved for catastrophic or emergency water supply conditions and is intended to be used for a short duration.

The Conservation Committee reviewed the revised plan prior to presentation to the Board. Gage recognized Plover for his work researching the state requirements and identifying and correcting issues during the review of the plan.

The Board opened the floor for public comments and questions. No public comments or questions were received.

The public hearing was closed at approximately 9:28 a.m.

G. Discussion and action on the GVSUD Drought Contingency Plan. (Brian Plover)

Roberson made a motion to approve the Drought Contingency Plan for Green Valley Utility District. Seconded by King.

Sherman asked about the rate structure for special-use agricultural customers, specifically why an additional fee would apply to usage between 25,001 and 50,000 gallons during Stage 1, while usage above 50,001 gallons would move into a different rate structure without the same additional fee. Gage explained that the agricultural rate is structured similarly to the residential rate up to the established breakpoint. Once usage reaches the breakpoint, the assumption is that additional water is being used for agricultural purposes, such

as livestock, and the rate structure changes accordingly. Staff noted that the intent is not to overly penalize customers for water used for livestock.

Sherman also asked who has authority to trigger the different drought stages. Gage explained that the stages are based on established triggers rather than a discretionary declaration. For example, Stage 1 is designed to begin when the District has utilized 50 percent of its available water inventory.

Staff further explained that the policy considers three factors when determining whether a drought stage should be implemented: the percentage of water used versus available water, the timing in relation to the calendar year, and the General Manager's discretion. The General Manager's discretion allows the District to consider circumstances such as reaching a trigger late in the calendar year when cooler weather and reduced water demand are anticipated. The three factors are intended to work together when determining whether a drought stage should be implemented.

All voted in favor. Motion passed.

H. Review and approve Operations Policy updates. (Brian Plover)

Gage explained the Operations Policy update is an administrative update to incorporate actions previously approved by the Board. At the prior two Board meetings, the Board approved changes related to leak adjustments, the grievance process, and winter averaging. The Board also approved the District's rates in September.

The updated Operations Policy consolidates these previously approved changes and incorporates the newly approved rates into the policy for publication. No new policy changes are being proposed as part of this update.

Sherman made a motion to approve the updated Operations Policy. Seconded by Roberson. All voted in favor. Motion passed.

I. Annual review and re-authorization of the GVSUD Investment Policy. (Gina Buntin)

The General Manager reported that the District's Investment Policy is reviewed and reauthorized annually. The Finance and Investment Committee continues to operate in accordance with the policy, and the District's investments are performing well.

Staff recommended that the Board continue the current Investment Policy for another year. This is the third year the policy has received the associated award, and the policy will undergo a comprehensive update next year. The current action is administrative in nature and requires the Board to review and acknowledge continuation of the existing policy for the next year.

King asked who is considered an investment officer under the policy and who is required to complete investment training. Staff explained that the investment officers are the Controller, General Manager, and Chair of the Finance and Investment Committee. Staff confirmed that all three individuals are current with the required investment training.

McDaniel made a motion to approve the annual review and re-authorization GVSUD Investment Policy. Second by King. All voted in favor. Motion passed.

J. Discussion and possible direction to staff regarding the Watershed 250 pilot program regarding cybersecurity resources for the water and wastewater industry. (Phil Gage)

Gage presented information regarding Project Watershed 250, a six-month Texas cybersecurity pilot program involving federal, state, and private-sector coordination. The program is intended to assist water utilities in identifying and addressing cybersecurity vulnerabilities, including potential vulnerabilities involving SCADA systems, networks, ERP systems, software, and related infrastructure. The program is expected to be provided to participating Texas utilities at no cost.

Participation could include penetration testing, system stress testing, recommendations for strengthening software and hardware, and access to external cybersecurity expertise. The District has already expressed interest in participating and is currently evaluating the program to determine how the testing and other activities would fit within District operations.

The District recently received a response from the state program representatives and is being scheduled for a 30-minute call to discuss participation. Staff will conduct due diligence, determine the scope of the program, and provide the Board with an update before moving forward.

The Board discussed the importance of determining how cybersecurity testing results and identified vulnerabilities would be handled, including where the information would be stored and who would have access to it. Staff agreed that these issues should be addressed during the upcoming call with the program representatives to ensure that any sensitive cybersecurity information is appropriately protected.

Roberson made a motion authorized the General Manager and staff to pursue Green Valley Special Utility District's eligibility to participate in Project Watershed 250 Pilot Program, obtain and evaluate the proposed participation terms and scope, and return to the Board for approval of any agreement, material system access, intrusive testing, or District expenditures. Second by King. All voted in favor. Motion passed.

K. Review bids and award contract for the Texas Department of Transportation (TxDOT) IH 35 NEX Waterline Relocation. (Travis Basham)

GVSUD received five qualified bids on August 13 for the I-35 NEX waterline relocation project through a competitive sealed proposal procurement method. Staff and the design team reviewed and scored the proposals and recommended awarding the project to the highest-scoring proposer, Atlas Construction Corporation, for a total construction cost of $3,497,745. The Construction Committee reviewed the bids and unanimously agreed with staff's recommendation.

The project involves relocating GVSUD water lines due to TxDOT's I-35 roadway widening and improvements just north of Cibolo Valley Drive. The work will include relocating the existing lines and boring under I-35. Approximately 85% of the project cost is reimbursable, with GVSUD responsible for certain betterments. The smaller segment of the waterline will be increased in size as part of the betterments, while the larger segment will remain the same size.

Reimbursement from TxDOT follows an established process. Staff and consultants will begin the reimbursement process early, with reimbursement requests anticipated to begin after the first pay application. The project also includes requirements for documentation related to domestically produced materials. Similar TxDOT utility relocation projects are anticipated to be presented to the Board in the coming months.

Sherman made a motion to award the NEX IH35 waterline to Atlas Construction Corporation for the amount of $3,497,74.50. Second by Roberson. All voted in favor. Motion passed.

L. Consideration and approval of a resolution requesting financial assistance from the Texas Water Development Board Water Development Fund for constructing various public improvements to the District's utility system; authorizing the District's Financial Advisors, Bond Counsel, and Engineers to coordinate the submission of the application to the Texas Water Development Board; and other matters in connection therewith. (Phil Gage)

The Board discussed Resolution No. 2026-9A, authorizing GVSUD's application for financial assistance from the Texas Water Development Board in an amount up to $74,600,000 for the Santa Clara Wastewater 1.25 MGD expansion project. Staff explained that the resolution is required to submit the financial assistance application and does not represent the final bond documents or the final amount to be borrowed.

The final borrowing amount will be determined after completion of the 100% design, bidding, and final project costs. If the application is approved, the final bond documents will be brought back to the Board for consideration with bond counsel and the financial advisor. Staff indicated that the final bond documents are anticipated to be presented around March.

Staff noted that the proposed financing is through the Texas Water Development Board Development Fund. Current estimated interest rates were discussed, with rates in the high three-percent range. The Development Fund is being pursued because the Clean Water State Revolving Fund is subject to funding limitations and would not provide an opportunity for the District to close financing within the desired project timeframe.

McDaniel made a motion to approve resolution no 2026-09-A. Second by Roberson. All voted in favor. Motion passed.

M. Consideration and possible action related to Non-Standard Water and/or Wastewater Service Agreement(s):
    1. Bexar County ESD #12 - Water Non-Standard Service Agreement
    2. Montecristo Estates - Water Non-Standard Service Agreement
    3. Pic N Pac #16 Carwash - Water Non-Standard Service Agreement
    4. Schmoekel Tract – Water Non-Standard Service Agreement
    5. Schmoekel Tract – Wastewater Non-Standard Service Agreement

Staff presented 5 NSSAs items for Board consideration. Staff recommended pulling the Schmoekel Track items, Numbers M.4 and M.5, from the current agenda and placing them on the following month's Board agenda to allow additional discussion.

Staff recommended approval of the remaining NSSAs, including Bear County ESD No. 12, Monte Cristo Estates, and Pick and Pack #16 Car Wash. These items were previously presented to the Construction Committee. Staff and Construction Committee recommends approval.

Sherman made a motion to approve items M.1 through M.3. Second by Roberson. All voted in favor. Motion passed.

Sherman made a motion to table items M.4 & M.5. Second by Roberson. All voted in favor. Motion passed.

N. Hear updates on the items below from GVSUD General Counsel. "Tex. Gov't Code Section 551.071"
    6. Pending or Threatened Litigation
    7. Legal Changes Affecting the District

Rutherford identified an additional issue affecting the District that requires Board awareness and discussion. Counsel requested that these matters be discussed in Executive Session.

The Board went into Executive Session at 9:57.

Executive Session:

Closed session in accordance with Texas Government Code Section 551.071 – 551.074 and/or 551.076, and/or matters upon which the Attorney has the duty to report under Texas Rules of Disciplinary Conduct:

O. Discuss personnel matters. "Tex. Gov't. Code Section 551.074"

P. Discuss Project Alpha. "Tex. Gov't. Code Section 551.071"

The Board reconvened on open session at 11:14.

Post Executive Session:

Q. Consideration and possible action on items discussed in the executive session.

R. Discussion and possible action to adjust the date for the October 2026 Board of Director's regular meeting

Sherman made a motion to reschedule the October 2026 Board meeting to October 15th at 9:00 a.m. Second by Hendrix. All voted in favor. Motion passed.

S. Consideration of proposed items to be included on next month's board meeting agenda.

T. Adjournment.

McDaniel made a motion to adjourn. Second by Roberson. All voted in favor. Motion passed.

Meeting was adjourned at 11:15 a.m.

I certify this to be true and correct records of the proceedings.

John Frias, President	*Robert Roberson, Secretary-Treasurer*
Date	*Date*

GREEN VALLEY
SPECIAL UTILITY DISTRICT

MEMORANDUM

Date: October 8, 2026

To: Green Valley Special Utility District (GVSUD) Board of Directors

From: Phillip K. Gage, General Manager

RE: GVSUD General Manager Update – October 15, 2026 Regular Board Meeting

Staffing

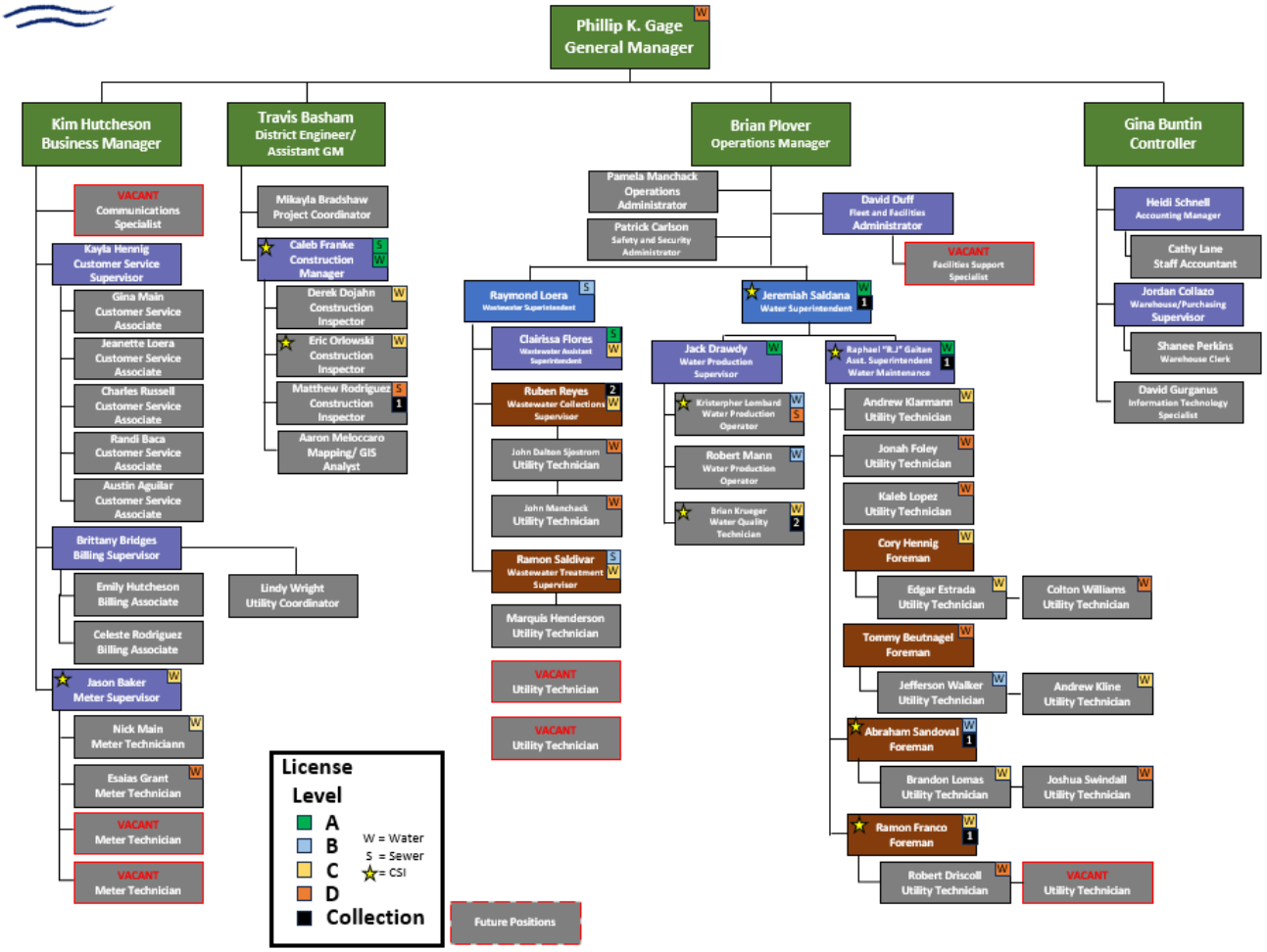
Current Staffing level is 59 employees. We are onboarding two Wastewater Utility Tech I, and one Water Utility Technician I in the next two weeks. Organizational Chart below attached.

CRWA Blumberg Option Project

This project is pursuant GVSUD's CRWA Option Contract with four other member entities. This contract will add 2,425 acre-feet per year of treated water toward GVSUD's strategic goal of 10,000 acre-feet new water over the next 10 years. CRWA held a participating entity meeting on Oct 2, 2026. Accenture, CRWA's Owner Advisor firm, is actively working the RFQ for public-private partnership companies to develop the production, treatment and transport for the eventual long term water supply contract. To date, six companies have expressed interest in the project. This illustrates that the project will likely receive multiple submissions to choose from once the RFQ is issued in mid-2027.

Green Valley Special Utility District
Organizational Chart (as of 07 October 2026)

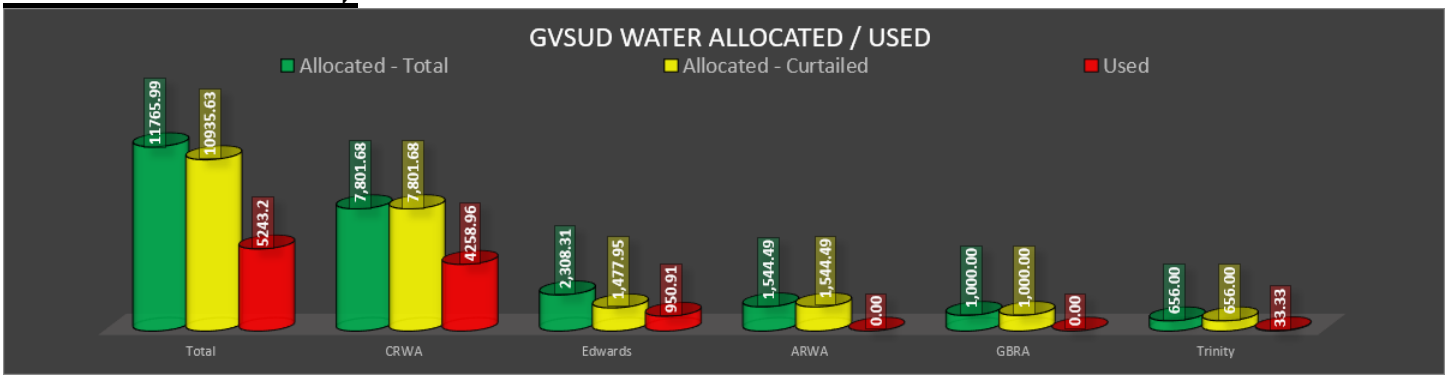
Total Positions: 66
Current Strength: 59
Vacant Positions: 7

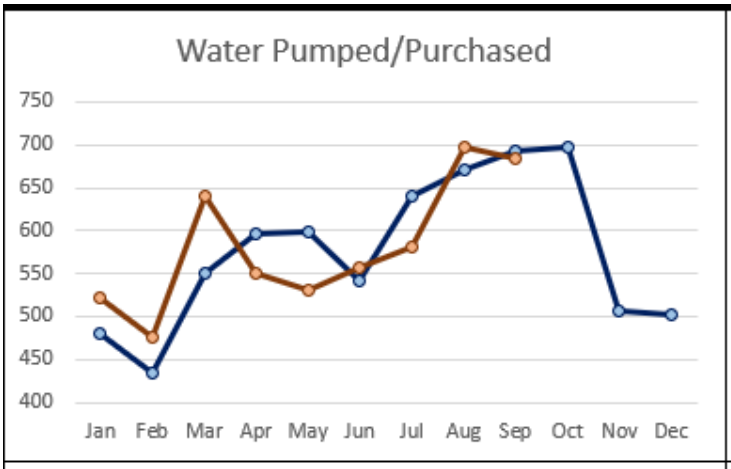


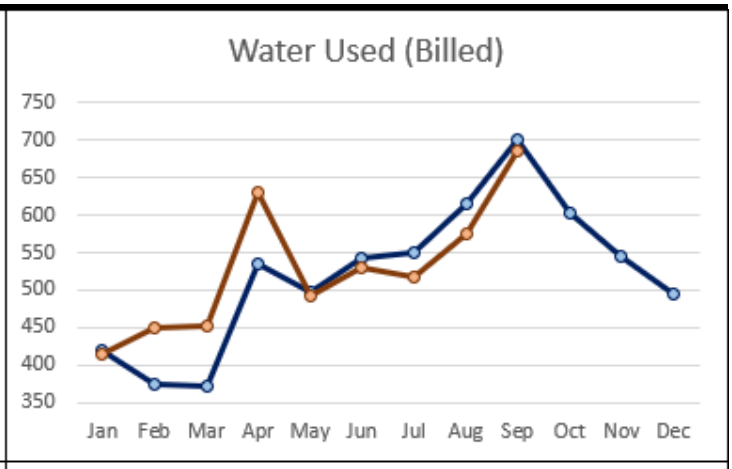
MEMORANDUM

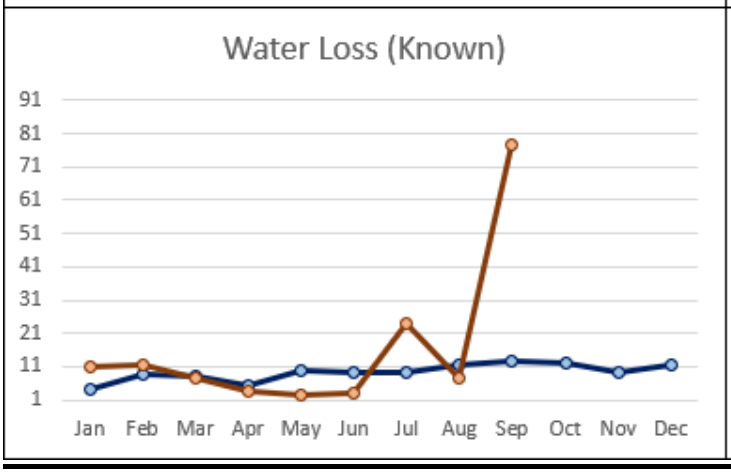
Date: October 15, 2026
To: Board of Directors
From: Brian Plover, Operations Manager
Re: September Operations Report

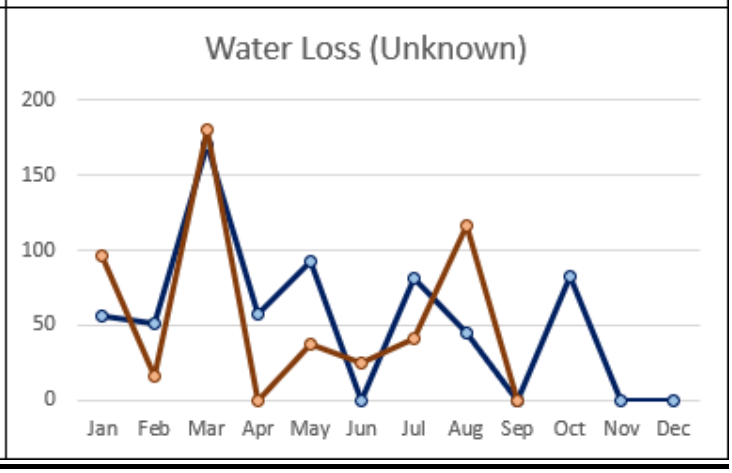
Executive Summary





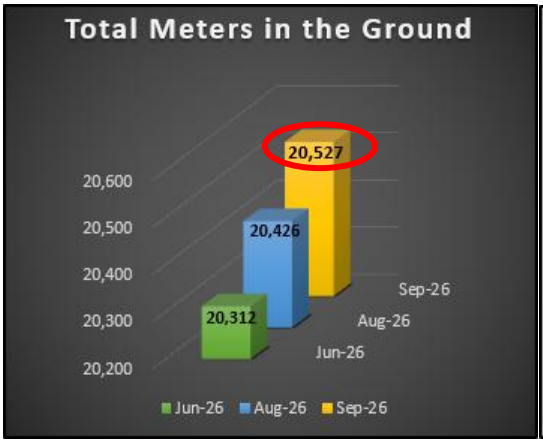


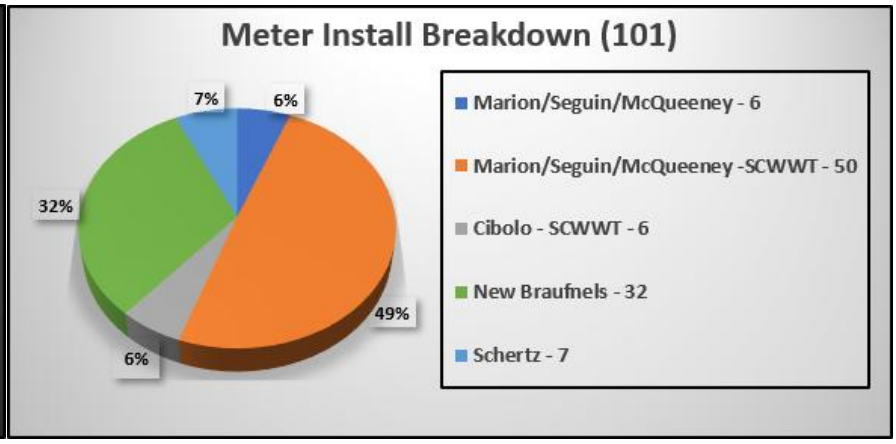




Water Operations

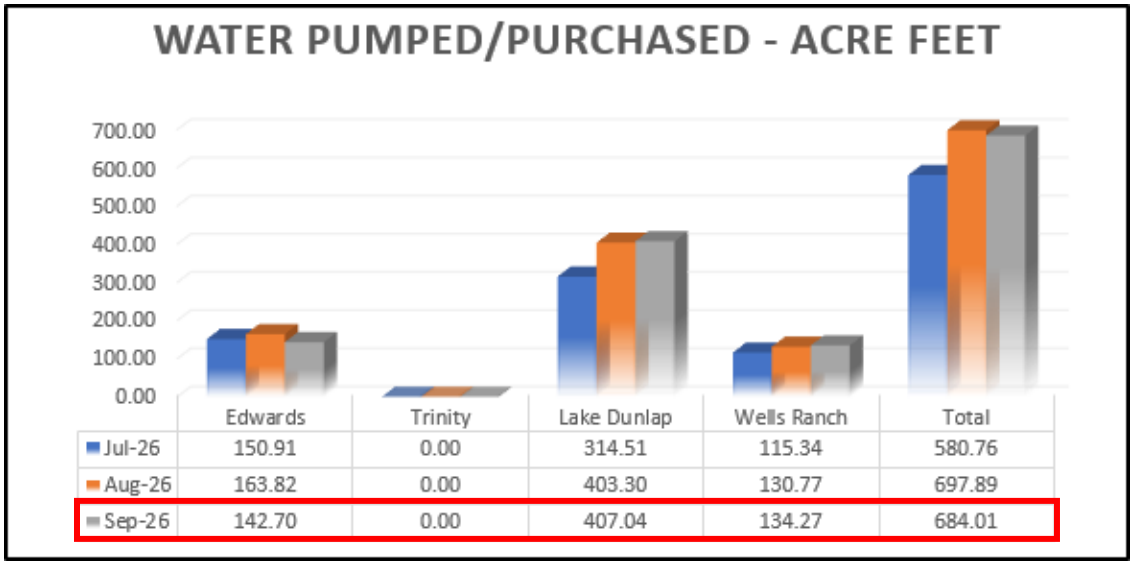
A. **Meter Sets:** Total number of meters across GVSUD is 20,527 (+101). The chart below on the left shows the previous three-month trend.
   i. Active Accounts: 20,222
   ii. Inactive Accounts: 305





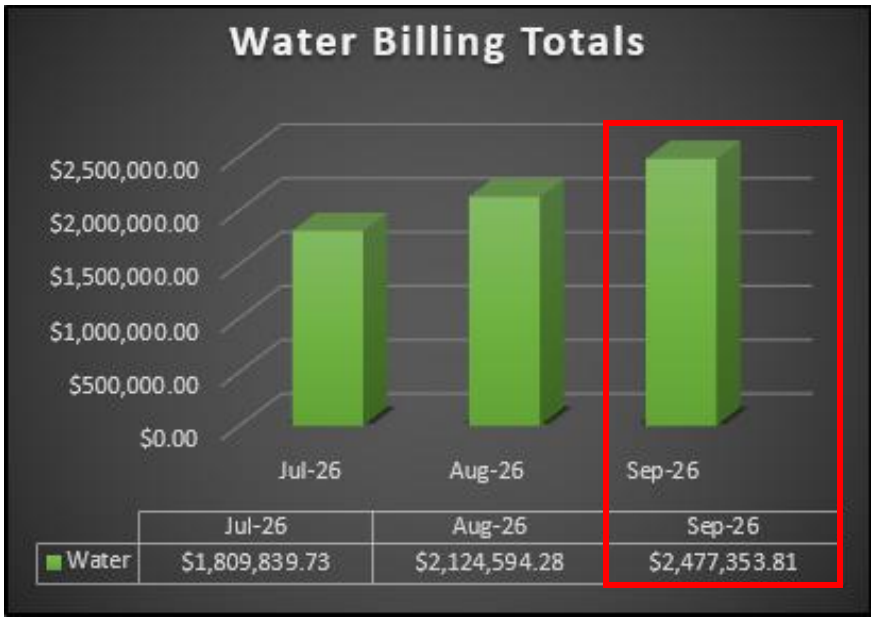
   iii. Meter installs increased by 101 in September bringing us to just under 797 new meters year to date. With a current monthly average of 89 meters a month, the District is on pace to install ~1,075 meters for the year. That would put us just over 100 meter short of our original projections.

B. **Water Production:** GVSUD produced/purchased a total of 684.01-acre feet (~222,886,017 gallons) of water in September 2026. We are in the peak months for water use historically and expect to see our produced/purchased numbers start to decrease within the next month or two.



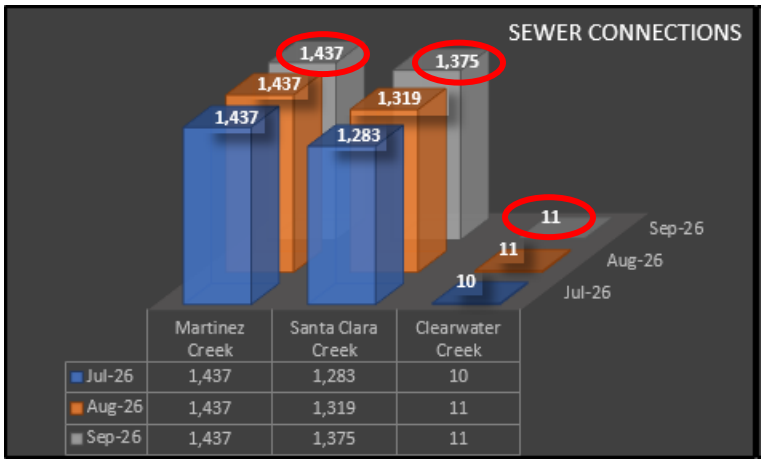
	Edwards	Trinity	Lake Dunlap	Wells Ranch	Total
Jul-26	150.91	0.00	314.51	115.34	580.76
Aug-26	163.82	0.00	403.30	130.77	697.89
Sep-26	142.70	0.00	407.04	134.27	684.01

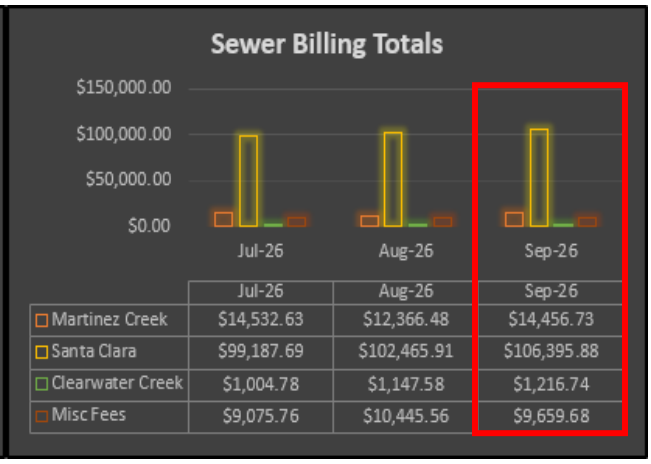
C. **Billing:** GVSUD billed a total of 685.56-acre feet (~223,390,531 gallons) of water bring in just under $2.5 million in revenue. Known water loss (system flushing, leaks reported, and plant maintenance) accounted for 77.75-acre feet (~25,336,201 gallons). September was one of those rare months where our unknown water loss was in the negative. This is due to the overlap in reporting and how we run our billing cycles. Current water loss percentage for the year for GVSUD is 7%.



Wastewater Operations

A. **Connections:** Wastewater connections increased by 56 in the month of September bringing us to a total of 2,823 connections.





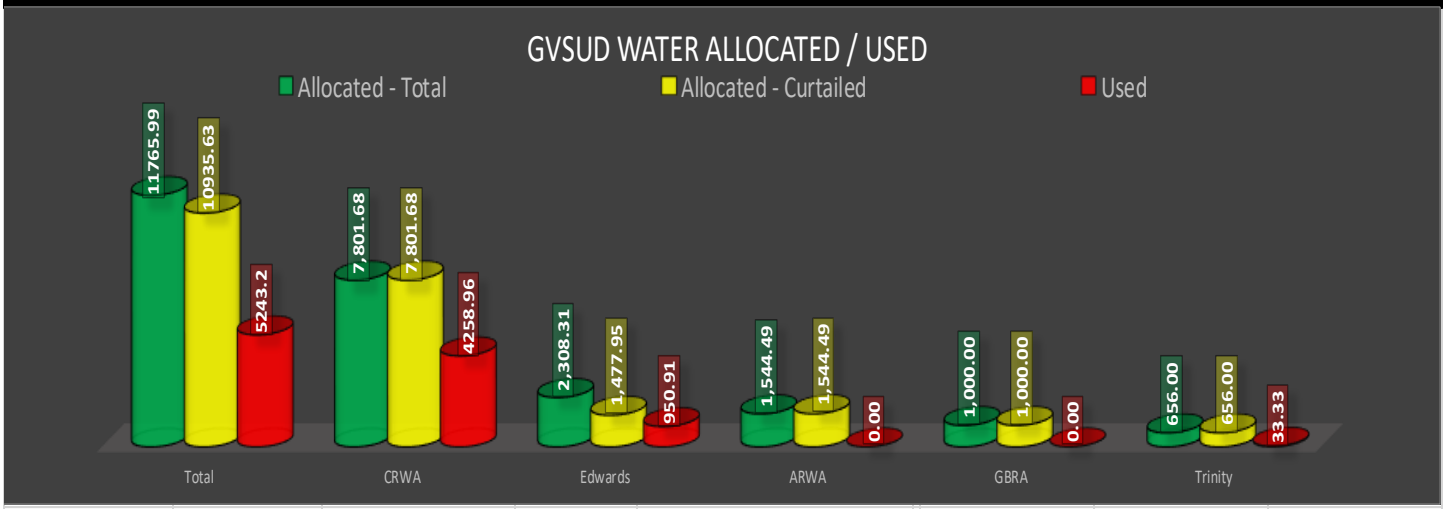
B. **Billing:** Nothing significant to report.

C. **Plant Utilization:** Plant unitization for September comes in at 17.99% (~134,925 gallons a day).

Wastewater Average Daily Flow Analysis			
	July 2026	August 2026	September 2026
Permitted MG Daily Average	0.75	0.75	0.75
MG Daily Average	0.1819	0.1142	0.1349
% Capacity Utilized	24.25%	15.23%	17.99%

Attachment 1

GVSUD Water Inventory					As of Date:		6-Oct-26
GVSUD Water Allocation Breakdown							
Type	Owner	Permit # (IRP) / Description	Acre-Feet	Notes			
					Curtailments		
					% Curtailed	Amount Curtailed	Total Available
Edwards Aquifer							
Ground	GVSUD	P100-776	1,091.81				
Ground	GVSUD	P100-199	309.00				
Ground	Laguna Lease	P100-552	87.50				
Ground	Laguna Lease	P100-551	45.00				
Ground	Dean Word Lease	P201-812	475.00		*See EAA Reduction Calculator for Additional Detail*		
Ground	Dean Word Lease	P201-821	300.00		EAA Calculated Curtailment	830.36	**1,477.95**
		Total	2,308.31				
Trinity Aquifer							
Comal Trinity			656.00		0%	-	**656.00**
Canyon Regional Water Authority							
Surface	GVSUD	Treatment Plant Cost Lake Dunlap	1,800.00				
Ground	GVSUD	Treatment Plant Cost Wells Ranch PH I	700.00				
Ground	GVSUD	Treatment Plant Cost Wells Ranch PH II	5,301.68				
		Total	7,801.68		0%	-	**7,801.68**
Guadalupe-Blance River Authority							
Surface	GBRA	Raw Water (Untreated)	1,000.00		0%	-	**1,000.00**
Alliance Regional Water Authority							
Ground	ARWA	Phase I	1,544.49	*2 Year Lease - Kyle*	0%	-	**1,544.49**
GVSUD Total Acre-Feet Available			**11,765.99**	***DOES NOT include leased water***	**GVSUD Curtailed Total AF Available**		**10,935.63**



Attachment 2

2026 September Estimated Leaks

Workorder	Address	Line Size	Leakage Rate	Estimated time of Leak	Estimated Water Lost	Cause of Leak
26-12337	3858 Bentwood Way	1.00	157.56	1 hrs	9,453.32	Service
26-12224	4340 IH 10 W	2.00	15.14	1 day	21,815.01	Valve Leak
26-12497	3637 FM 725	2.00	29.89	12 hrs	21,524.72	Pipe Break
26-12462	793 Damman	4.00	4.84	4 hrs	1,163.46	Split
26-12247	1800 Schumann Rd	1.00	2.91	1 day	4,201.90	Service
26-12498	Int. Creekside & Miller	4.00	121.19	4 hrs	29,086.68	2' Split
26-12571	Damman Ln	4.00	10.11	4 hrs	2,428.73	Collar Leak
26-11166	Santa Clara Rd	8.00	13.99	27 days	544,203.60	3" Split
26-12367	15681 Bexar Bowling Rd	8.00	9.35	7 days	94,248.00	2" Split
26-8544	betweeen 209 & 225 Park Valley Dr	2.00	2.29	78 days	257,831.57	Valve Leak
26-12637	743 Zipp Rd E	0.75	9.35	3hrs	1,683.00	Service
26-12672	7981 FM 482	1.00	14.94	6 days	129,148.30	Collar Leak
26-12625	615 Wood Lake Dr	1.00	5.04	6 days	43,612.58	1" Split
26-12850	294 & 293 Santa Clara Loop	1.25	15.14	4 hrs	3,635.83	Crossing Leak
26-12666	3328 Stilton Ave		157.56	1 hrs	9,453.32	Service Leak
26-12642	8610 FM 725	4.00	10.11	7 days	102,007.01	TEE Leaks
26-12624	1192 Altwein Ln	12.00	10.11	6 days	87,434.58	2" Split
26-13592	342 Schumanns	4.00	10.11	5 hrs	3,035.92	2" Split
26-13599	173 Victoria Falls	8.00	2.48	1 day	3,577.66	Corp Nut Leak
26-13290	15646 Bexar Bowling	8.00	10.11	6 days	87,434.58	2" Split
26-13566	Duelm Property on FM 725	12.00	15.14	6 days	130,890.10	Dresser Leak
26-13571	1521 Pecan Dr NW	2.00	2.48	3 hrs	447.20	Collar Leak
26-13570	1973 Pioneer	16.00	60.59	4 hrs	14,543.34	Clamp Split
26-13567	256 Altwein	12.00	2000	2 hrs	240,000.00	Blow out
26-13593	809 Schumacher	0.75	9.35	4 hrs	2,244.00	Service
26-11721	1308 Pecan Drive	2.00	9.35	30 Days	403,920.00	2" Split
26-12759	13022 Hunter Trace	1.00	5.04	8 days	58,150.10	1" Split
26-13090	15545 Shay Pass	8.00	15.14	4 days	87,260.06	3" Split
26-13128	East of Altwein	12.00	5.04	1 day	7,268.76	1" Split
26-13126	421 Stroh Rd	1.50	40.41	4 hrs	9,700.41	8" Split
26-13204	NW Int. of Longhorn Trl & Prairie Hill	8.00	484.77	2.00	58,173.37	8' Split
26-13046	691 Lower Valley Ln	2.00	5.04	4 days	29,075.05	1" Split
				TOTAL WATER LOSS	2,498,652.16	

Green Valley Special Utility District Vehicle Tracker

Vehilce #	Year	Make/Model	Vin #	License Plate	Current Mileage	Operator	NOTES	Registration Dates
HQ 101	2026	Chevy Colorado	1GCPTEEK8T1112797	161 1284	7,236	Phil		10/27
HQ 102	2026	Chevy Colorado	1GCPTEEK6T1135818	161 1283	5,426	Brian / Travis		10/27
HQ 103	2021	Cheevy Traverse	1GNERFKW0MJ219466	144 0830	40,130	Customer Service		7/26
HQ 104	2019	Chevy Silverado 2500	1GC1KWEY4HF105441	134 3033	224,847	Fleet/Facilities		12/26
HQ 105	2022	Chevy Silverado 1500	3GCUYAEF6KG298470	137 3288	152,544	Warehouse		1/27
WWD 201	2020	GMC Sierra 1500	3GTU9AEF5LG344062	143 6668	120,162			4/27
WWD 202	2019	Nissan Frontier	1N6BDOCT5KN709657	137 3247	95,810	RJ S.		11/26
WWD 203	2022	Ford F-150	1FTFW1E51NKD96714	155 1615	88,843	Raymond		7/26
WWD 204	2026	Ford F 2-50 NEW	1FD7W2BA1TEC23696	162 0493	7,733		New Vehicle	1/28
WWD 205	2022	Peterbuilt 567 - Pump & Haul	1NPCLP0X0ND811896	143 6698	55,661			3/27
WWD 206	2024	Ford F-550	1FD0W5HT2REF10226	160 5991	13,258	Ruben R.		12/26
WWD 207	2025	Freightliner 108SD - VAC Truck	1HTEJMML7NH388256	159 4090	3,305			5/26
OD 301	2016	Ford F-250	1FT7W2BT1GEC61652	129 4281	201,662		Spare	3/27
OD 303	2022	Chevy Silverado 1500	1GCUYDED3NZ110251	144 0852	37,421	Jeremiah S.		11/26
OD 304	2021	Ford F-450	1FD0X4HT1MEC70506	142 4055	82,547	Tommy		7/26
OD 305	2021	Ford F-250	1FT7W2BN0MEE15572	142 4077	32,762	RJ G.		1/27
OD 306	2019	Chevy Silverado 2500	2GC2KREG5K1211988	137 3286	162,528		Leak Check / On-Call	10/26
OD 307	2019	Chevy Silverado 4500	1HTKHPVK6KH827996	140 4731	38,097			3/27
OD 308	2022	Chevy Silverado 3500	1GB4YSEY6NF198208	144 7544	84,503	Abraham S.		3/26
OD 309	2021	Chevy _500	1HTKJPVKXMH141127	144 7540	91,577	Cory H.		2/27
OD 310	2023	Ford F-150	1FTFW1E50PKE10489	156 3806	92,645		Run Tickets	5/26
OD 311	2023	Ford F-150	1FTFW1E53PKE10499	156 3805	63,351		Locates	5/26
OD 312	2024	Ford F-450	1FDOW4HT3REX09278	158 4806	43,492	Ramon F.		3/27
OD 313	2026	Ram 3500	3C7WRTCL3TG244347	164 8217	13,358		New Vehicle	1/27
DT 320	2014	Freightliner M2 Dump Truck	1FVHC5DVXEHFL8962	139 9181	42,946		Cannot carry wet spoil-give to WW	9/26
DT 321	2021	International MV607 Dump Truck	3HAEUTAN9ML553160	143 6680	29,761			3/27
DT 322	2022	International HV607 Dump Truck	1HTEJMML7NH388256	155 1760	20,827			9/26
PD 401	2024	Dodge Ram 3500 - Crane Truck	3C7WRTCLRG266036	WRT 8556	13,010	Kris L.		12/26
PD 402	2019	Chevy Silverado 2500	2GC2KREG0K1215172	137 3280	102,944	Jack D.		8/26
PD 403	2024	Ford Ranger	1FTER4PHXRLE02702	158 4810	29,745	Brian K.		4/27
PD 404	2026	Ford F-250	1FTBF2BA8TED07044	163 5348	2,714		New Vehicle	
DE 501	2020	GMC Sierra 1500	1GTU9AEFXLZ356420	143 6671	144,602	Eric O.	Blown Transmission	8/26
DE 502	2020	Chevy Silverado 1500	3GCUYAEF0LG350659	144 0754	59,600	Derek D.		2/27
DE 503	2018	Chevy Silverado 1500	3GCULREC8JG361959	137 1623	126,751	Matt R.		4/27
DE 504	2026	Ford Ranger	1FTER4PH5TLE27353	163 5351	1,060	Inspectors	NEW VEHICLE	
MD 601	2020	GMC Sierra 1500	3GTU9AEF3LG341449	143 6669	110,729	Jason B.		7/26
MD 602	2021	Chevy Silverado 1500	3GCUYAEF3MG285274	144 0829	68,047	Nick M.	Blown Rear Main Seal	
MD 603	2026	Ford F-150	1FTEW1LP3TKE43741	163 5352	2,266		New Vehicle	

LEGEND

Mileage		
		0-120,000 Miles
		120,000 - 180,000
		180,000 and higher

Notes		
		No issues / Random Note
		In Shop and Why
		Inoperable/ Surplus

Green Valley Special Utility District Trailer and Equipment Tracker

Trailers

Trailer #	Year	Make/Model	Vin #	License Plate	Operator	NOTES
	2006	S.W. Gooseneck Trailer	1S9EG282X6S683414	907 4454		
	2006	S.W. Gooseneck Trailer	1S9EG28216S683415	907 4456		
	2013	6x12 Utility Trailer	41MAU1212DW042654	905 3465		
	1980	Homemade Trailer / Dirt Trailer	GV-16	911 6101		
	1980	Homemade Trailer / Dirt Trailer	GV-15	920 890		
	2007	S.w. Pintle Hitch Trailer	1S9EP30207S683313	907 4455		
	1998	Park Dump Trailer	13ZHD1025W1001897	903 144		
	2022	Magnum PJTM Dump Trailer	4P51D1725N1373371	911 4945		
	2022	25K Pintle Hook Trailer	1S9EP3223N5683090	911 4951		
		Tandem Axle Jetter Trailer	1T91T1825NP391940	911 4952		

Equipment

Eqpt #	Year	Make/Model	Vin #	License Plate	Operator	NOTES
	2004	John Deere 310-G Backhoe	TO310GX897959			
	2001	John Deere 310-G Backhoe	TO310GBCSGX13177			
	2012	Skidsteer 299D XHP				
		Skidsteer Mulcher				
		Rotary Brush Mower	1HCLR1213205095			
		Lincold Welder Mod SA200G163	A-855907			
		Hotsy Pressure Washer MOD 550B	11090330-173783			
		Hyundai 50D-9 Forklift	HHKHFA01JG0000040			
		Leroi Air Compressor				
		Caterpiller Generator				
		Caterpiller Transfer Switch				
		Honda Vibratory Plate Compactor				
		Electric Generator/Cummings/Office				
		Stanley Hydraulic Power Unit GT 18	B02			
		Ferris Lawn Mower				
		Caterpiller 303.5E Mini Excavator	RKY03101			
		Caterpiller 305E Mini Excavator	CAT030ETH5M01104			
		John Deere 35G Mini Excavator				
		Case-IH Farmall 130A	47590669			
		Case-IH LX104 Loader				
		Armstrong Brush Grapple				
		John Deere Mower FDS060-C Stock				
		Club Car				
		FER 3300 4061 VE 40 HP ISX 3300	000008582 CP-3022-5-002851			

MEMORANDUM

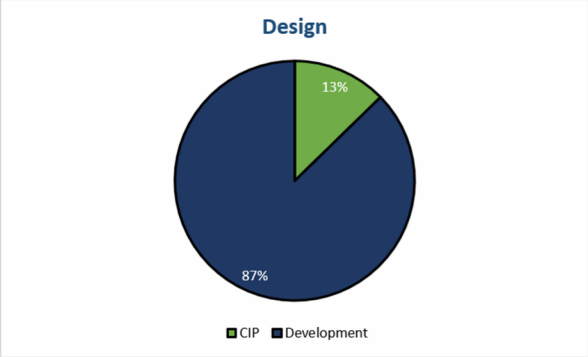
Date: October 15, 2026

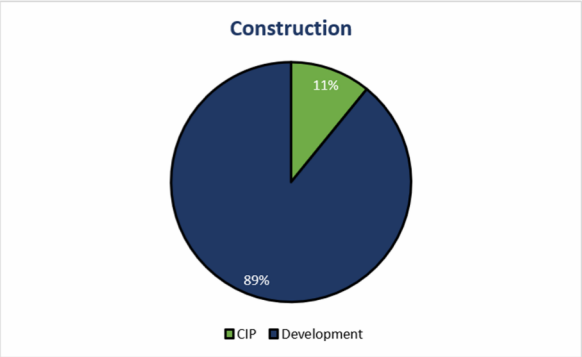
To: Board of Directors

From: Travis Basham, District Engineer

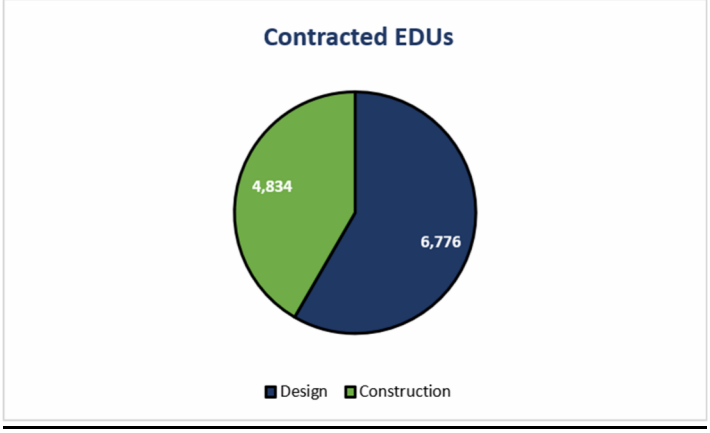
RE: Green Valley SUD Engineering Department Status Update

2026 PROJECT SUMMARY - OCTOBER				
	Design	Construction	Closeout	Total
Water	35	26	5	**66**
Wastewater	1	3	0	**4**
Water & Wastewater	27	17	0	**44**
Reclaim Water	0	2	0	**2**
TOTAL	**63**	**48**	**5**	**116**





CONTRACTED EDUs		
	Water	Wastewater
Design	6,776	2,112
Construction	4,834	2,749
TOTAL	11,610	4,861



ENGINEERING CONTRACTS			
	Design	Construction	Total
UEG	5	6	11
Garver	3	1	4
Westwood	1		1
LAN	2		2
Freese & Nichols	2		2
TOTAL	13	7	20

Capital Improvement Projects Updates

CAPITAL IMPROVEMENT PROJECT STATUS				
PROJECT NAME	STATUS	COMPLETION DATE	DESIGN FIRM	CONTRACTOR
Plant 9 Elevated Storage Tank & Generator	100% Design	3/2/2028	Garver	TBD
Plant 9 Ground Storage Tank	100% Design	3/2/2028	Garver	TBD
Santa Clara WWTP 1.25 MGD Expansion	100% Design	Q1 2029	UEG	TBD
16" Waterline - Lower Seguin Rd - Haeckerville to SSC	30% Design	TBD	FNI	TBD
16" Green Valley Rd Waterline	100% Design	TBD	FNI	TBD
Plant 3 & 8 Generators and Automatic Transfer Switch	In Construction	3/14/2027	Garver	Noble
Plant 11 Phase II Ground Storage Tank and Pump/Electrical Improvemer	In Close out	10/3/2026	UEG	DN Tanks
Plant 15 EST and BPS	30% Design	TBD	UEG	TBD
Plant 10 Rehabilitation	90% Design	TBD	Westwood	TBD
Plant 17 EST and BPS land Aquation	ROW In Progress	TBD	UEG	TBD

No significant CIP milestones have happened since our last meeting two weeks ago. On the development side, AUC is constructing the clarifier and received delivery of the process train basins at the Clearwater Creek Wastewater Treatment Plant. Archer Western continues backfill of the lift station wet well and site work at the Clearwater Creek Wastewater Treatment Plant.

Progress Photos:



Clearwater Creek WWTP – October 5, 2026



Clearwater Creek Lift Station and WWTP – October 5, 2026

UTILITY ENGINEERING GROUP

Memorandum

Date: October 5, 2026

To: Mr. Travis Basham
District Engineer
Green Valley Special Utility District
605 FM 465
Marion, Texas 78124

From: Utility Engineering Group, PLLC
Garry Montgomery, P.E.
191 N. Union Avenue
New Braunfels, Texas 78130

STATE OF TEXAS
10/5/2026
GARRY D. MONTGOMERY, JR.
114438
LICENSED
PROFESSIONAL ENGINEER

RE: Green Valley Special Utility District (GVSUD) Work in Progress – October 2026 Status Report

The following is a status update of all projects, studies, cost assessments, and analysis ongoing with Utility Engineering Group, PLLC as of October 5, 2026:

- Clearwater Creek
  - Contracts are in place. NTP issued March 9, 2026;
  - The contractor, Archer Western, has mobilized and is currently working on electrical and site piping;
  - Coordination with CPS is ongoing;
  - Coordination on plant expansion is in process, 90% plans are almost complete pending electrical design; and
  - Permitting is in process with Bexar County.
- Plant 11 Expansion
  - MGC is entering closeout phase for the pumps
  - DN Tanks has completed the tank and the control valve has been installed. They are currently working on the concrete swale, site cleanup and then the tank will be ready for testing/closeout; and
  - Project funded under the TWDB Development Fund Loan totaling $19,540,000 and CIP reserves.
- Feasibility Studies
  - Mr W Firesworks WFS
  - McDonalds WFS
  - Wyatt Tract WFS
- Santa Clara WRRF 1.25 MGD
  - 90% design milestone was reached in August and was submitted for District staff review on 8/11;
  - Comments from staff have been received and a page turn meeting is scheduled for 9/14 to discuss comments and responses;

  - A pre-development meeting with Guadalupe County was held on 2/11/2026;
  - A pre-development meeting with City of Cibolo was held in July;
  - We met with GVEC to begin coordinating power upgrades;
  - The maintenance building has been bid and exceeded the budget for the project. Staff have rejected all bids;
  - Progress towards 100% plans is ongoing.
- I35 NEX
  - The project has been awarded and is being contracted currently.
- IH-10 – Pioneer Road to FM 464
  - The project is currently out to bid.
- Reuse project
  - Contracts are in place and the pre-construction conference is being scheduled;
  - Reclaimed waterline and takepoint are ongoing. A termination letter was provided to the contractor and bond company due to the project being over time and no meaningful progress being made by the contractor;
  - Reuse Plant – TTE, LLC - We held the pre-construction conference for the plant and construction will begin soon. We have discussed the remaining work for the take point with all parties and are negotiating a change order with TTE to complete this work.
- FM 725 waterline
  - UEG is coordinating with the District's ROW consultant for the remaining easements; and
  - UEG is currently updating the final plan set for District review.
- Water Resource Study
  - We are finalizing the report and mapping for the ARWA take point and will deliver a technical memorandum to Staff by the end of the month.
- Plant 15 Meter Station, Pump Station, GST and EST
  - Design is underway;
  - Platting is nearing completion;
  - A meeting will be scheduled soon with CRWA to discuss the take point;
  - Environmental and geotechnical investigations have been conducted and reports are being prepared;
  - We are working on pump selections and 30% design to submit to staff for review.
- TWDB Grant
  - This application has been submitted, and we are monitoring information from TWDB as it becomes available.
- Bexar County Fire Station
  - Applicant requested a proposal for GVSUD to design the waterline extension to serve the fire station on FM 1518. We are preparing the proposal for their consideration.

- End Memo -

FILE: P:\Projects\6096 GVSUD\BASE MAP 2017\PROJECT MAP\PROJECT MAP(CO)1.dwg TAB: LAYOUT1 (3) PLOTTED: 10/5/2026 11:52 AM BY: DUSTINM

PLANT 17 ACQUISITION

SERVICE AREA BOUNDARY

IH-35 NEX WATER MAIN RELOCATIONS

PLANT 11 GST & PUMPS

PLANT 15 DESIGN

REUSE PROJECT

MCDONALDS WFS

MRW FIREWORKS WFS

IH 10 TXDOT COORDINATION

WYATT RANCH WFS

SANTA CLARA CREEK NO. 1 WWTF

CLEARWATER WWTF

FM 1518 WATERLINE EXTENSION

New Braunfels

Schertz

Santa Clara

Cibolo

Marion

Seguin

New Berlin

St. Hedwig

306 35 46 1044 FM 78 1518 10 775 2538 725

FM 2252 FM 482 I.H. 35 ENGEL RD RON RD COUNTY LINE RD KLEIN RD ZIPP RD LAKESIDE PASS GREEN VALLEY RD EICKHARDT RD CREEK RD WEIL RD WIEDERSTEIN RD DEAN RD FM 1103 UNION WINE RD HARDY RD ALTWEIN RD LAKECREEK DR TERMINAL LOOP YOUNGSFORD FM 1044 SHORT CUT RD WOSNIG RD PIONEER RD SCHUMANN RD FM 725 TOWN CREEK RD LAZY ACRES N SANTA CLARA RD MARION RD WETZ S SANTA CLARA RD HAECKERVILLE RD LOWER SEGUIN RD STAGECOACH RD VEIER RD SHMOECKEL RD BOLTON RD LONGHORN TRAIL GIN RD GIN SPUR FRITZ ZWICKE RD LEISSNER-SCHOOL RD LINKE RD KUNDE RD ABBOTT RD FM 2539 STAPPER RD KUSMIERZ RD MILLER RD NEW BERLIN RD SERVICE AREA BOUNDARY

LEGEND

- PARCELS
- COUNTY LINE
- GVSUD WATER CCN

SCALE: 1" = 8,000'

0 4,000 8,000

PRELIMINARY FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMITTING PURPOSES. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF:

GARRY D. MONTGOMERY, JR.
TYPE OR PRINT NAME

114438 PE#

10/05/26 DATE

SCALE:	
DATE: 05 October, 2026	
PROJECT NO:	
DESIGNED BY:	
CHECKED BY:	
SHEET NO. 1 OF 1 SHEETS	

NO.	REVISIONS	APPD.	DATE

GREEN VALLEY SPECIAL UTILITY DISTRICT

PROJECT MAP - October 26

UTILITY ENGINEERING GROUP PLLC
256 Comal Ave NEW BRAUNFELS, TEXAS 78130 PH: (830) 214-0521
Texas Engineering Firm F-18712

13750 San Pedro Avenue
Suite 350
San Antonio, TX 78232

TEL 210.447.6250
www.GarverUSA.com

Garver Progress Status Memorandum – September 2026

To: Mr. Travis Basham
District Engineer/Assistant General Manager
Green Valley Special Utility District
605 FM 465
Marion, Texas 78124

Re: Green Valley Special Utility District (GVSUD) – Garver Project Status Memorandum – September 2026

Memorandum Purpose:
This purpose of this memorandum is to provide a status update of the projects between Garver and GVSUD for the GVSUD Board meetings.

1. GVSUD Generator and ATS Improvement Project

a. Project Description

GVSUD has selected Garver to prepare a design for a new generator and automatic transfer switch installation at Plant 3 (5167 Stagecoach Rd. Seguin, TX 78155) and Plant 8 (20969 FM 2252 San Antonio, TX 78266). The detailed design scope of services includes the addition of a new emergency backup generator at the two (2) plants and the installation of new Automatic Transfer Switch (ATS) at each plant.

b. Project Status

- Task 1 – Project Management/Administration
  - Progress Meeting No.1 – 1/29/2025
  - Data Request and Review – 2/12/2025
  - Digitization of Critical Data
  - Internal Coordination Meetings
  - Progress Meeting No. 2 - 4/17/25
  - Progress Meeting No. 3 - 6/19/25
  - Progress Meeting No. 4 - 7/17/25
  - Progress Meeting No. 5 – 8/21/25
  - Progress Meeting No. 6 – 11/20/25
  - Internal Coordination Meetings

- Task 2 – Geotechnical Services
  - Coordinate contract and schedule site visits for Geotechnical Investigations – 2/3/2025
  - Geotech Borings for Cibolo and Seguin Plants – 2/26/2025
  - Geotech Boring for San Antonio Plant – 2/27/2025
  - Internal QAQC review of Draft Report

- Task 3 – 60% Design Deliverable
  - Preliminary site drawings – 2/28/2025
  - Updated One-Line Diagrams
  - Coordinated for generators to have 48-hour fuel tanks
  - Coordinated regarding loads that will be needed for generator at Plant 3

- Submitted 60% Design Deliverables: Specifications, Drawings, and OPCC – 6/2/2025

- Task 4 – 90% Design Deliverable
  - Reviewed comments received from GVSUD - 7/9/2025
  - Provided updates to design plans, specifications and OPCC in accordance with 60% comments
  - Submitted 90% Design Deliverables: Specifications, Drawings, and OPCC –8/25/2025
  - Received and addressed 90% comments from GVSUD. – 9/22/2025

- Task 5 – 100% Design Deliverable
  - Reviewed comments received from GVSUD
  - Provided updates to design plans, specifications and OPCC in accordance with 60% comments
  - Submitted 90% Design Deliverables: Specifications (unsigned), Drawings (signed & sealed) and OPCC (signed & sealed) –10/22/2025
  - Received 100% comments from GVSUD – 11/18/2025
  - Began addressing 100% comments from GVSUD – 11/18/2025
  - Created meeting agenda for Progress Meeting No. 6 – 11/19/2025
  - Progress Meeting No. 6 – 11/20/2025
  - Submitted 100% Design Deliverables: Specifications, Drawings, and OPCC – 12/19/2025

- Task 6 – Bid Phase Services
  - Project uploaded and advertised for bid on CivCast – 12/30/2025
  - Submitted Addendum 1 to GVSUD – 1/20/2026
  - Bid Opening read at GVSUD – 1/27/2026
  - Evaluated the 6 bids received – 1/28/2026
  - Submitted Draft Letter of Recommendation and Bid Score Tabulation to GVSUD – 2/3/2026
  - Coordination with Contractors – 2/10/2026 & 2/13/2026
  - Submitted finalized Letter of Recommendation to GVSUD – 2/18/2026
  - Submitted Draft Notice of Award to GVSUD – 2/27/2026
  - Submitted Notice of Award and Extracted Contract Agreement to GVSUD – 2/27/2026

- Task 7 – Construction Phase Services
  - Submitted Notice of Award and Extracted Contract Agreement to Contractor – 3/3/206
  - Coordinated dates for Pre-Construction meeting – 3/4/3036
  - Created Pre-Construction Agenda – 3/6/2026
  - Pre-Construction Meeting at GVSUD Office – 3/10/2026
  - Received Submittal No. 1 Diesel Generator Submittal – 3/11/2026
  - Submitted meeting minutes – 3/11/2026
  - Received Contractors CIQ, 2023 W9, and Form 1295 – 3/12/2026
  - Received Submittal No.2 Automatic Transfer Switches – 3/19/2026
  - Responded to Submittal No. 1 on Procore – 3/20/2026
  - Received Revised Submittal No. 1 – 3/20/2026
  - Responded to Submittal No. 2 on Procore – 3/26/2026
  - Responded to Revised Submittal No. 1 – 3/26/2026
  - Received Submittal No. 3 – 4/14/2026
  - Received Submittal No. 4 – 4/14/2026
  - Received Submittal No. 5 – 4/14/2026
  - Received Submittal from J&K Utility – 4/24/2026
  - Coordination with Contractor on Submittals and schedule – 4/14/2026
  - Responded to Submittal No. 2 on Procore – 4/24/2026
  - Responded to Submittal No. 2 on Procore – 4/24/2026
  - Responded to Submittal No. 2 on Procore – 4/24/2026
  - Received RFI No. 1 – 5/8/2026
  - Received RFI No. 2 – 5/8/2026

- Received RFI No. 3 – 5/8/2026
- Created Construction Meeting Agenda -5/10/2026
- Construction meeting – 5/12/2026
- Created Construction Meeting Minutes – 5/12/2026
- Responded to RFI No. 1 – 5/13/2026
- Responded to RFI No. 2 – 5/13/2026
- Responded to RFI No. 3 – 5/13/2026
- Responded to Submittal from J&K Utility – 5/14/2026
- Revised Generator Pad dimensions for Plant 8 – 5/15/2026
- Received additional information on RFI No. 3 -5/15/2026
- Received CPM Schedule – 5/19/2026
- Submitted Revised Drawings for RFI No. 2 – 5/22/2026
- Responded to RFI No. 3 – 5/27/2026
- Submitted Revised Drawings for RFI No. 3 – 5/27/2026
- Received Change Orders 1 & 2 – 6/2/2026
- Submitted internal comments on change orders to GVSUD – 6/9/2026
- Received RFI No. 4 – 6/10/2026
- Monthly Construction Progress Meeting – 6/10/2026
- Submitted Progress Meeting Minutes No. 2 – 6/11/2026
- Received RFI No. 5 – 6/12/2026
- Submitted change order responses to Contractor – 6/15/2026
- Responded to RFI No. 5 – 6/15/2026
- Responded to RFI No. 4 – 6/15/2026
- Responded to Submitted SD-006 – 6/18/2026
- Received additional information for Change Order No. 2 from Contractor – 6/24/2026
- Coordination with Contractor for Change Order No. 1 – 6/24/2026
- Submitted corrected change orders to GVSUD – 6/24/2026
- Received Pay App No. 1 – 6/25/2026
- Received Submittal SD-007 – 6/25/2026
- Responded to Submitted SD-007 – 6/26/2026
- Received updated CPM from Contractor – 6/26/2026
- Coordination with GVSUD for Pay App review – 6/26/2026
- Submitted Pay App No. 1 to Contractor – 7/1/2026
- Conducted monthly site visit – 7/2/2026
- Submitted Site Observation Report –
- Monthly Construction Progress Meeting – 7/8/2026
- Submitted Progress Meeting Minutes No. 2 – 7/8/2026
- Submitted July Observation Report – 7/8/2026
- Submitted signed Change Orders 1 and 2 to GVSUD – 7/8/2026
- Received RFI #6 from Contractor – 7/15/2026
- Received RFI #7 from Contractor – 7/15/2026
- Submitted a response to RFI #7 on Procore – 7/16/2026
- Submitted a response to RFI #6 on Procore – 7/22/2026
- Received a response for RFI #6 from Contractor – 7/28/2026
- Received a response for RFI #7 from Contractor – 7/28/2026
- Submitted a response to RFI #6 on Procore – 7/29/2026
- Submitted a response to RFI #6 on Procore – 7/30/2026
- Received Pay App No. 2 – 8/3/2026
- Received RFI #8 from Contractor – 8/4/2026
- Created meeting agenda for monthly construction meetings – 8/6/2026
- Submitted a response to RFI #8 on Procore – 8/7/2026
- Submitted August Observation Report – 8/10/2026
- Monthly Construction Progress Meeting – 8/12/2026

- Submitted Pay App No. 2 to GVSUD – 8/12/2026
- Submitted Progress Meeting Minutes No. 4 – 8/13/2026
- Received a response for RFI #8 from Contractor – 8/18/2026
- Submitted a response to RFI #8 on Procore – 8/25/2026
- Received Change Order #3 from Contractor – 8/27/2026
- **Received Pay App No. 3 – 9/1/2026**
- **Received RFI #9 from Contractor – 9/1/2026**
- **Submitted signed Change Order 3 – 9/2/2026**
- **Submitted a response to RFI #9 on Procore – 9/3/2026**
- **Created meeting agenda for monthly construction meetings – 9/8/2026**
- **Monthly Construction Progress Meeting – 9/9/2026**
- **Submitted Progress Meeting Minutes No. 4 – 9/9/2026**
- **Submitted Pay App No. 3 to contractor – 9/14/2026**

c. Project Schedule

01/17/2024 - Notice to Proceed
03/18/2025 - Geotechnical Services: Borings Completed (Terracon).
06/02/2025 - 60% Preliminary Design Phase Submitted
08/25/2025 – 90% Design Deliverables Submitted
12/19/2025 – 100% Design Deliverables Submitted
12/30/2025 – Advertised Date
1/14/2026 – Pre-bid Date
1/27/2026 – Bid Opening Date
3/10/2026 –Construction Start Date

2. GVSUD Plant 9 Elevated Storage Tank Improvements

****ON HOLD UNTIL FUNDING OPPURTINITY DETERMINED****

a. Project Description

GVSUD has selected Garver to prepare a design for a new 1.0-million-gallon Elevated Storage Tank (EST) to replace the existing 300,000-gallon EST at Plant 9 (4500 Cibolo Valley Dr. Cibolo, TX 78108).

***Amendment No. 1** (executed 12/18/2025) includes the design and construction services necessary to demolish the site's existing 0.2-MG bolted steel GST and replace it with a new 0.5-MG GST.

b. Project Status

- Task 1 – Design Management – Ongoing
  - Progress Meeting– 06/05/2025 Site Visit
  - Internal Coordination Meetings
  - Progress Meeting – 08/07/2025
  - Progress Meeting – 12/04/2025
  - Progress Meeting – 01/28/2026

- Task 2 – Topographic Survey (Terracon) – Complete
  - Coordinate and schedule 811 utility markings – 5/21/2025
  - Coordinate and schedule site visits for survey investigations – 5/22/2025

- Task 3 – Geotechnical Engineering – Complete
    - Terracon completed the site visit on 10/20/2025.
    - Received and revised draft Geotechnical Report – 11/12/2025
    - Coordination with Terracon for Option 1 Boring – 1/22/2025
    - Coordination with Terracon for Option 1 Boring – 2/4/2026
    - Coordination with Terracon for Draft Subcontract Amendment - 2/12/2026
    - Received Terracon Subcontract Amendment – 2/17/2026
    - Submitted executed Agreement to Terracon – 2/20/2026
    - Coordination with Terracon for site visit – 2/26/2026

- Task 4– Subsurface Utility Engineering (SAM) – Complete
    - Coordinate and schedule SUE – 8/26/2025 and 8/27/2025
    - Coordinate and schedule site visits for survey investigations – 9/8/2025, 9/9/2025, & 9/15/2025
    - Survey Report provided 9/16/2025
    - Coordination with SAM for existing gas line that was missed – 3/4/2026
    - Coordination with SAM for revised deliverable – 3/10/2026
    - Received revised deliverable with extended limits – 3/12/2026

- Task 5 – Hazardous Materials - Completed
    - Subconsultant collected samples from the site for testing on 7/7/2025
    - Submitted Limited Asbestos and Lead-Containing Paint Survey Report – 9/16/2025

- Task 6 – Hydraulic Modeling Analysis – Complete
    - Internal modeling coordination – 7/13/2025
    - Modeling coordination with GVSUD – 7/24/2025 & 7/30/2025
    - Modeling draft and Final TM provided 8/05/2025 and 8/15/2025
    - Submitted Final Technical Memorandum – 9/16/2025
    - Began Hydraulic Model Verification of GST – 2/3/2026

- Task 7 – Preliminary Design (60%)– Complete
    - On-site Meeting – 6/5/2025
    - Preparing 60% Design Set, OPCC, and Specifications.
    - Submitted 60% Design Set, OPCC, Specifications, and Project Schedule – 9/11/2025
    - Held 60% Workshop on October 10th, 2025.

- Task 8 – Final Detailed Design (90%, 95% & 100%) – Complete
    - Prepared and Submitted Supplemental Scope and Fee – 11/25/2025
    - Submitted 90% Design Set, OPCC, and Specifications – 12/12/2025
    - Preparing 95% Design Set, OPCC, and Specifications – 1/15/2026
    - Preliminary Tank Modeling – 1/18/2026, 2/4/2026
    - Submitted 95% Design Set, OPCC, and Specifications – 3/6/2026
    - Preparing 100% Split packages Design Set, OPCC, and Specifications
    - Received comments for the 95% Design set – 4/7/2026
    - Coordination with GVSUD on 95% Design set comments – 4/7/2026
    - Submitted 100% EST Design Set, OPCC, Specifications, and Book of Details – 4/14/2026
    - Submitted 100% GST Design Set, OPCC, Specifications, and Book of Details – 4/14/2026
    - Received comments for the 100% EST Design set – 5/18/2026
    - Received comments for the 100% GST Design set – 5/19/2026
    - Coordination with GVSUD on 100% Design set comments – 5/26/2026
    - Submitted 100% EST Design Set, OPCC, Specifications, and Book of Details – 6/5/2026
    - Submitted 100% GST Design Set, OPCC, Specifications, and Book of Details – 6/5/2026

- Coordination with GVSUD on 100% Design approval for EST and GST plan sets – 7/7/2026
- Coordination with GVSUD for FAA Determination – 7/13/2026

- Task 9 – Stakeholder Coordination & Permitting - Ongoing
  - Coordination with City of Cibolo for Demolition Permit – 9/26/2025
  - Coordination for FAA 7460 permits – 9/17/2025, 9/26/2025
  - Coordination with City of Cibolo for Demolition Permit – 10/2/2025, 10/20/2025
  - Coordination for FAA 7460 permits – 10/20/2025
  - Coordination with City of Cibolo for Demolition Permit – 10/2/2025, 10/20/2025
  - Ran Pre-Screening Tool to verify if the additional GST will require coordination with FAA – 01/13/2026
  - Submitted TCEQ Permit for EST – 4/29/2026
  - Submitted TCEQ Permit for GST – 4/29/2026
  - Coordination with City of Cibolo for ROW and Commercial Building permits – 4/29/2026
  - Coordination with TCEQ for GST permit – 5/6/2026
  - Coordination with TCEQ for EST permit – 5/6/2026
  - Received Approval for GST ROW permit – 5/11/2026
  - Received comments from TCEQ for EST permit – 5/7/2026
  - Received comments from TCEQ for GST permit - 5/12/026
  - Submitted revised plans to TCEQ for EST permit – 5/13/2026
  - Received approval letter for EST TCEQ Permit – 5/15/2026
  - Submitted revised plans to TCEQ for GST permit – 5/21/2026
  - Received approval letter for EST TCEQ Permit – 5/27/2026
  - Coordination with City of Cibolo for ROW and Commercial Building permits – 6/10/2026, 6/11/2026, 6/16/2026

- Task 10 – Bidding Services

- Task 11 – Construction Administration

- Task 12– Construction Observation

- Task 13 – Welding and Coating Inspection

c. Project Schedule

05/01/2025 - Notice to Proceed
05/16/2025 - Kick Off Meeting
06/05/2025 - Progress Meeting #1 (On-site)
07/07/2025 - Hazardous Material Testing
10/10/2025 - 60% Preliminary Design Phase Due
12/12/2025 – 90% Design Phase Due
03/06/2026 – 95% Design Phase Due
06/5/2026 – 100% Design Phase Due
10/27/2026 – Proposed Bid Phase Start
01/06/2027 – Proposed Construction Phase Start

3. Green Valley Special Utility District (GVSUD) Water Model Update and Training

All items in progress or completed since the previous invoice are identified in bold.

Project Progress

1. Task 1 – Project Administration
    - Attended Virtual kick off meeting on 03/19/26. Prepared and submitted meeting minutes to GVSUD.
    - Coordinated with GVSUD to schedule meeting ahead of first training session.

2. Task 2 – Data Collection
    - Prepared and submitted Data Request Log to GVSUD on 03/20/26.
    - Compiled and reviewed received data.
    - Submitted follow-up request for water production data.

3. Task 3 – Hydraulic Model Update
    - Conducted initial review of hydraulic model.
    - Processed the pipe network GIS data for incorporation into the hydraulic model.
    - Updated the existing hydraulic model pipe network based on the pre-processed GIS data and record drawings.
    - Advanced updates to hydraulic model facilities based on record drawings and pump curve information.
    - Processed and analyzed billing data to update system demands in the model.
    - Spatially allocated historical water demands within the model using customer usage data and meter locations for average day and maximum month demand conditions.
    - Started review and update of model controls based on available SCADA information.
    - Progress on development of system hydraulic schematic.
    - Attended meeting with GVSUD on 06/26/26 to discuss system operations and address model questions related to specific facilities.
    - Updated model facilities based on meeting discussions and continued model update, including the creation of steady-state scenarios.
    - Started review and processing of daily production data.
    - **Completed system hydraulic schematic depicting major water supply, treatment, storage, pumping, transmission infrastructure, and pressure zones.**
    - **Developed demand peaking factors to scale demands to average day and maximum day conditions.**
    - **Identified outstanding items requiring confirmation from GVSUD.**
    - **Developed steady-state hydraulic modeling scenarios and verified the operation and performance of each scenario.**
    - **Documented the hydraulic model updates for the overall system and individual pressure zones in workshop slides.**
    - **Completed the hydraulic model update and presented the results to GVSUD for review and feedback.**

4. Task 4 – Hydraulic Model Training
    - Started development of training materials for GVSUD.
    - Prepared and conducted first hydraulic model training with GVSUD on 04/20/26.
    - Coordinated with GVSUD to schedule second model training.
    - Prepared training materials and conducted second hydraulic model training with GVSUD on 05/08/26.
    - Coordinated with GVSUD to schedule third model training in June.
    - Prepared and conducted third model training with GVSUD on 06/11/26.
    - Started preparation of materials for next model training.

CANYON REGIONAL water authority

MEMORANDUM

Date: October 7, 2026

To: CRWA Board of Trustees

Re: Board of Managers Report, October 7, 2026

From: Phillip K. Gage, GM GVSUD, Chair, CRWA Board of Managers

1. The CRWA Board of Managers (BOM) met on October 7, 2026, at CRWA Headquarters. This meeting followed the standard meeting agenda. In additional to the standard agenda, the Board received an update from GVEC, and discussed in general terms the demand/ growth across utility sectors particularly regarding Data Centers in Texas. Several entities provided recent steps/ lessons learned on the topic.

2. Major Items of Discussion.

a. Water Precipitation/ Drought Update. Staff included standard updates in the Board packet. Nothing significant to report.

b. Treated Water Production Update and Water Treatment Plant Improvement Project updates. Regarding the Lake Dunlap strainer project, the staff reported that the plant shut down proceeded as planned and the temporary strainers are installed. The Board noted the much-improved operational coordination on plant shut downs, and asked the staff to continue the coordination. The Board discussed a potential change order to install a valve at the plant which would allow essentially half the plat to continue treated water production when maintenance is required. This recommendation was well received by the Board and this will work its way through the construction committee.

The Board discussed the Lake Dunlap membrane project with the staff reporting that the engineer survey is complete and expects to place out for bid in the 5-to-6-month time horizon. However, this project is not in the current budget and the opinion of probably cost is significantly higher than expected. The board noted that the staff needs to work a financing strategy and discuss with the necessary boards/committees before proceeding to bid.

The Wells Ranch generator project is continuing, and the staff will begin coordination on required shut downs for the electrical installation. The Board confirmed that the construction committee is being kept informed on the project timeline. Additionally, other Wells Ranch topics

discussed included the status of the Blumberg project (WRIII), the status of wells 1, 2, and 14, as well as the status of the Wells Ranch raw water storage tank with foundation issues.

c. General topics. The CRWA GM provided an update on the initiative to establish short-term water leases for raw surface water from GVSUD, SHSUD and CCSUD. The Board determined it was best for the staff to meet with the three entities before proceeding to the Board of Trustees.

The Board discussed the recent Budget Committee meeting and the three topics addressed by the committee: allocation of TxDOT reimbursement funds, allocation of Well Ranch lawsuit settlement funds, and the staff proposed administrative policy regarding budget practices.

3. Consensus Recommendations to the Board of Trustees. The Board voiced no objections to the Budget Committee's initiatives, and made no other consensus recommendations.

4. The Board will change the normal date for the Board of Managers meetings. The meetings will now occur on the last Monday of each month. The staff provided a list of dates for the remainder of 2026 and 2027.

CANYON REGIONAL water authority

CONSTRUCTION COMMITTEE REGULAR MEETING
Tuesday, September 29, 2026
11:00 a.m.

Pursuant to the Texas Open Meeting Act (Chapter 551, Texas Government Code) notice is hereby provided that a meeting of the Construction Committee of the Board of Trustees of the Canyon Regional Water Authority will be held in the Board Room at 850 Lakeside Pass New Braunfels, Texas at **11:00 a.m., Tuesday, September 29, 2026**. The Construction Committee will discuss and may make recommendations to the Board of Trustees on any of the items below.

Item 1. Open Meeting ~ *Chairman Sherman*

a. Review of Spreadsheet for Project Timeline

Item 2. Transmission Line Projects

a. TxDOT/CRWA IH-10 Santa Clara/Zuehl Rd Crossing Pipeline Relocation Project Update ~ *Mr. Kneuper (UEG) Punch list items are complete. Waiting on paperwork items to close out. TxDOT and contractor is working amongst themselves for some extra work for TtxDOT. First reimbursement has been received. Close but not quite compete.*

b. TxDOT/CRWA IH-10 Conflict at Channel D ~ *Mr. Kneuper (UEG) City of Cibolo has approved CRWA's easement request and is now in Cibolo's court for easement execution. KA should have authority to execute the new easement. Next step would be to bid the project.*

Item 3. Water Treatment Plant Improvements

a. Lake Dunlap WTP ~ *Mr. Rodriguez (CRWA)*
   - Facility Upgrades Temporary bypass system is in service. Working through the backwash cycle bugs. Coordinating a shutdown with members possibly for next week. Equipment that was change order expedited did arrive on site. KA discussed a few change orders, one older and three recently submitted COs. COs not included in the committee packet. There is one that includes general conditions in the amount of +/- $60,000, staff and consultants are pushing back on this one.

b. Wells Ranch WTP ~ *Mr. Rodriguez (CRWA)*
   - Emergency Generator Project future shut down time is being coordinated for a tie in.

c. Hays Caldwell WTP: ~ *Mr. Rodriguez (CRWA)*
   - Phase 1 Improvements (Tank, Electrical and Piping) Final walk thru held. Bolts were not replaced as required, minor repainting, and labeling are all that lack.
   - Phase 2 Improvements Equipment is arriving and the contractor is on schedule. HVAC and process piping in the building continues. Change Order (CO) discussion of chlorine line reroute, staff believes this is an engineering issue, consultant disagrees. Staff and consultant are meeting to attempt to come to an agreement. CO for climate control for the stored equipment. Staff is reviewing the documents. Lastly, the addition of the road that was deleted from the phase 1 project. Lightning protection question, CO is still in process. SCADA sub recommends installation.
   - Pall Mobile Membrane Unit Proposal from consultant to design was $147k of work. KA will place this on the next board agenda for review/approval. This will also include coordination with TCEQ.
   - Membrane Pilot Study Adam T has received the TCEQ approval for all three units. Next step after staff review of the approval, will be to review the performance of the units and then a determination of which specific unit to install. Staff and members discussed waiting one year to determine funding strategy and then plug costs into the next FY budget.

Item 4. Wells Ranch

a. Well No. 1 Replacement Project ~ *Mr. Telfer (CRWA)* *Reviewed project photos. GVEC is scheduled to come in soon to do their work*

b. Well Nos. 2 & 14 Upgrades Project ~ *Mr. Rodriguez (CRWA)* *Gathering close out documents. Final pay application is in hand.*

Item 5. General Topic/ Meetings KA discussed an internal meeting regarding future relocations especially related to TxDOT project and developer coordination. Would like to discuss not have ing developer contractors do future work. Staff to bring something to the board in the future about this. Tracey Scheel asked how many additional replacements will happen, could be six in the next year.

Item 6. Next Meeting Date/Time Discussion

a. October 27, 2026, at 11:00 a.m.

Item 7. Adjourn

Construction Committee

Chairman ~ Nicholas Sherman present

Members ~ Brandon Rohan present , Michael Saldaña X, Tracy Scheel present

MEMORANDUM
BOARD COMMITTEE MEETING MINUTES

BOARD COMMITTEE: CONSTRUCTION COMMITTEE

DATE MEETING HELD: SEPTEMBER 2ND, 2026

BOARD CHAIR: NICHOLAS A. SHERMAN

COMMITTEE MEMBERS PRESENT: SHERMAN, CUMBY

Board chairs, complete this memo for all meetings held and provide a memo to assigned GVSUD staff to be provided in agenda packets for all monthly board meetings. If nothing new was discussed, please return the memo with the statement of "nothing new to report".

TOPIC: NSSA Schmoekel, Pioneer & Stagecoach Road, Tackett Commercial

Schmoekel Water NSSA

622 EDU in Cibolo ETJ, adequate fire flow. Applicant is responsible for extending the 12" along road frontage in private easement. Map in study is inaccurate. Total water fees at new rate $9,798,844.94. Staff recommends approval, Committee unanimously took no action and referred this NSSA to the full board.

Schmoekel WW NSSA

620 WW EDU applicant is responsible for extending line to the new system with an offsite gravity main valued at $2.2 million. Total WW fees $4,949,875.40. GV cost participation not required. NS has some questions for staff and the attorney. Staff recommends approval, Committee unanimously took no action and referred the NSSA to the full board.

Pioneer & Stage Coach Rd

34 EDU located in city of Seguin ETJ. Applicant will connect to existing 12" water force main and replace a 4" with an 8". Adequate fire flow, total water fees $515,583.82. no additional costs to the district. Staff recommends approval, committee also unanimously recommends approval.

Tackett Commercial Water

Located in the city of Cibolo City limits, 4.5 EDU. Applicant will connect to the existing 16" water force main. Adequate fire flow will be provided by connection to the 16". Total fees $71,451.97. Staff recommends approval, committee also unanimously recommends approval.

CIP update

Brief review of capital improvement projects.

CRWA Expanded Brackish Carrizo Wilcox Project Update

Green Valley Special Utility District

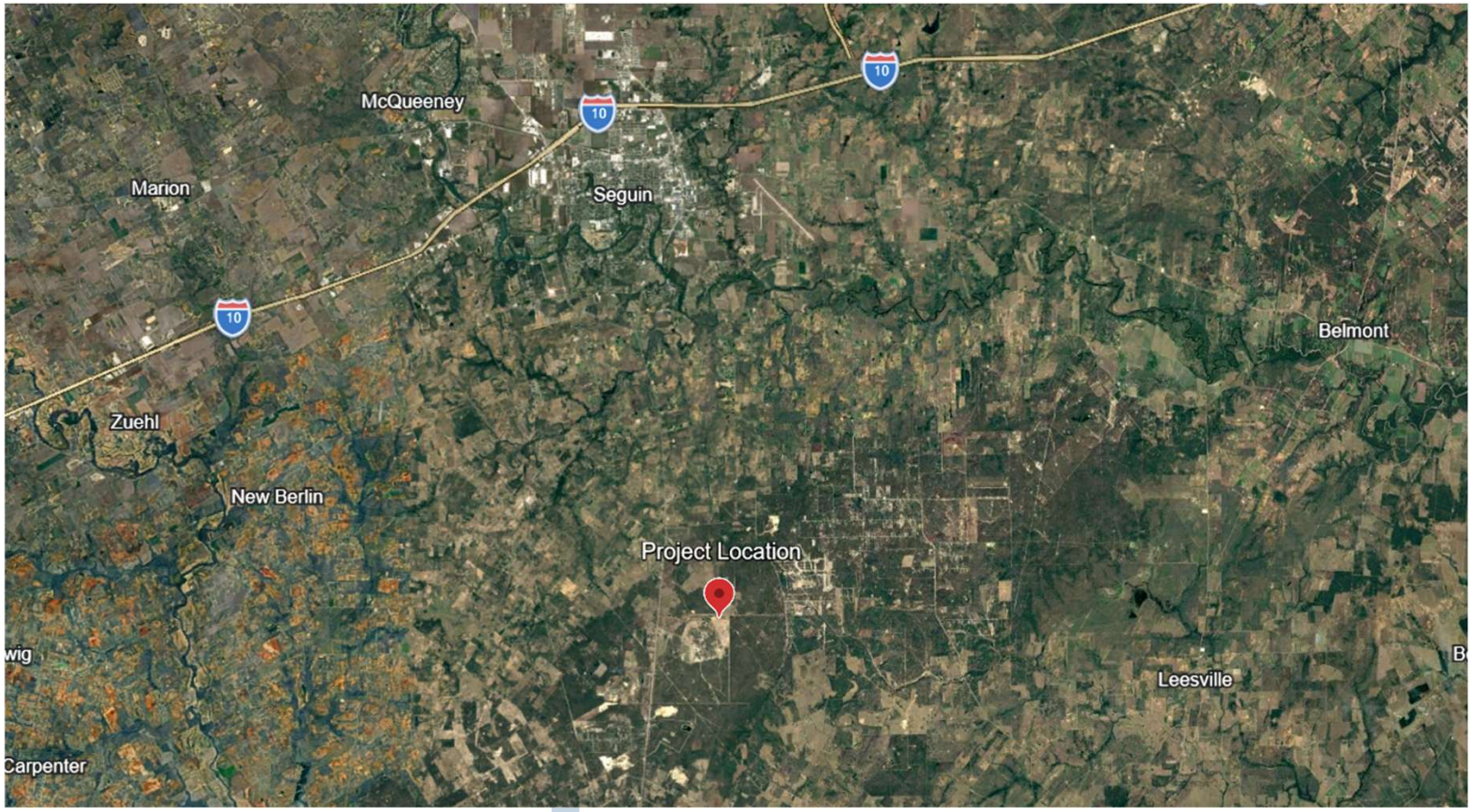
October 15, 2026

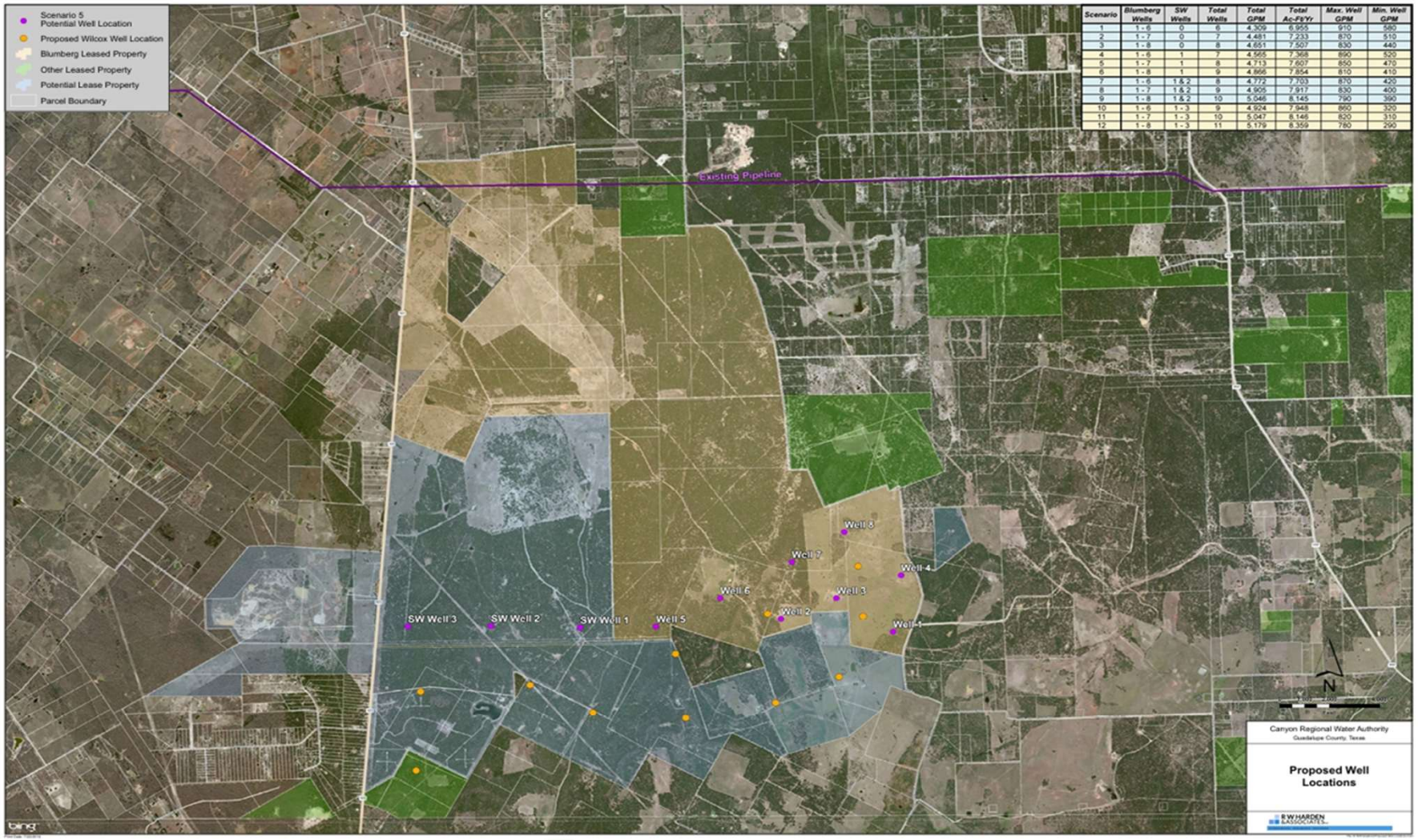
CANYON REGIONAL water authority

PARTICIPATION

- Also referred to as the Blumberg Project
- Included in the State Water Plan
- Development of up to 9,500 Acre-Feet (AF)
- Includes four CRWA Member Entities
  - East Central SUD (2,575 AF)
  - Green Valley SUD (2,425 AF)
  - Springs Hill SUD (3,000 AF)
  - Crystal Clear SUD (1,500 AF)

PROJECT LOCATION





Scenario	Blumberg Wells	SW Wells	Total Wells	Total GPM	Total Ac-Ft/Yr	Max. Well GPM	Min. Well GPM
1	1 - 6	0	6	4,309	6,955	910	580
2	1 - 7	0	7	4,481	7,233	870	510
3	1 - 8	0	8	4,651	7,507	830	440
4	1 - 6	1	7	4,565	7,368	890	520
5	1 - 7	1	8	4,713	7,607	850	470
6	1 - 8	1	9	4,866	7,854	810	410
7	1 - 6	1 & 2	8	4,772	7,703	870	420
8	1 - 7	1 & 2	9	4,905	7,917	830	400
9	1 - 8	1 & 2	10	5,046	8,145	790	390
10	1 - 6	1 - 3	9	4,924	7,948	860	320
11	1 - 7	1 - 3	10	5,047	8,146	820	310
12	1 - 8	1 - 3	11	5,179	8,359	780	290

DELIVERY METHOD

- Project will be delivered using the Public-Private Partnership (P3) delivery method.
  - Reduces timeline for delivery of water
  - Minimizes up-front costs for Member Entities
  - Effective risk sharing
  - P3 firm will design, finance, own & operate facility for a prescribed term

OWNER'S ADVISOR

- Owner's Advisor engaged to assist in procurement of a P3 firm
  - Includes project validation, financial analysis, and all activities required to issue an RFQ, evaluate respondents and confirm a shortlist of qualified P3 firms
  - Advances the preliminary design to a 20% level and develops a full RFP package, producing the Owner's technical requirements and reference design

P3 ENGAGEMENT SCHEDULE

Owner's Advisor Engagement — Phase Overview

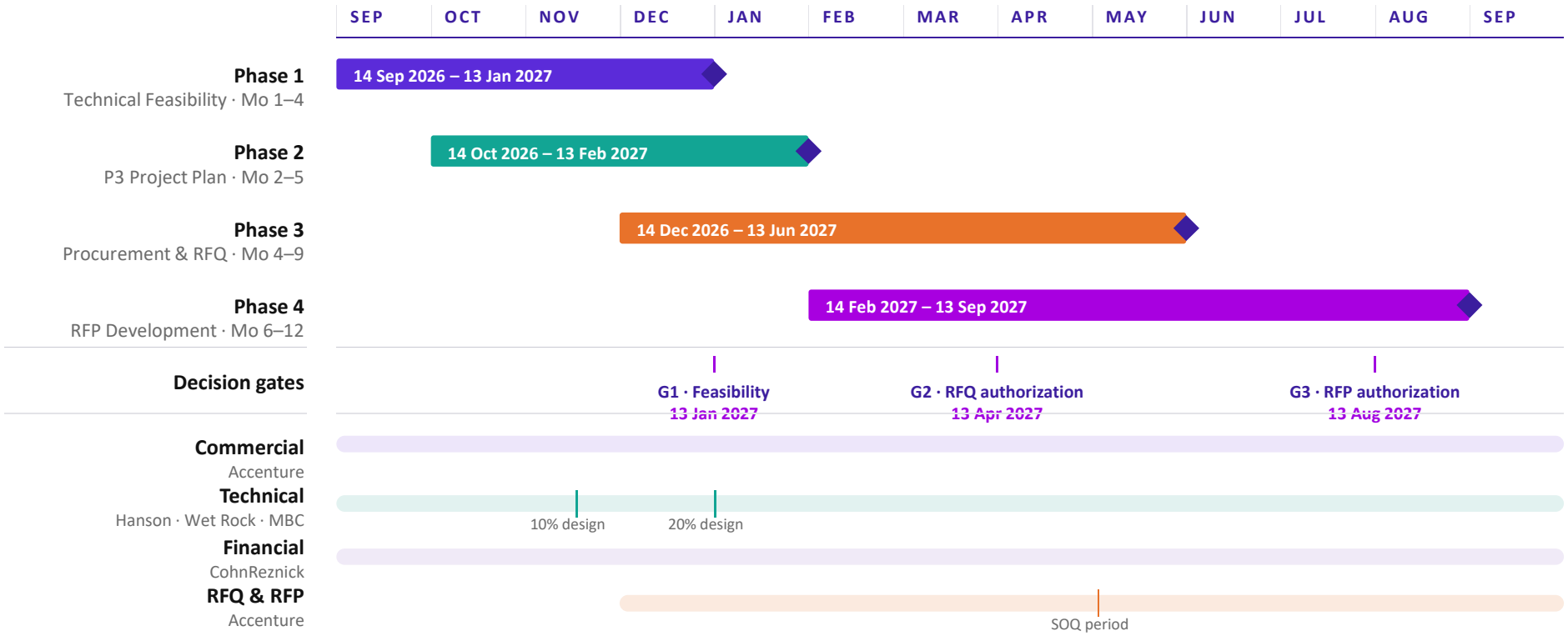
Accenture Infrastructure & Capital Projects · NTP 8 Sep 2026

Phase	Timeline	Commercial (Accenture)	Technical (Hanson / Wet Rock / MBC)	Financial (CohnReznick)	RFQ & RFP (Accenture)	Key Dates
Phase 1 Technical Feasibility	Mo 1–3 8 Sep–16 Dec 2026	Governance framework Kickoff & workshops Integrated schedule Risk register Monthly reporting	Data review & gap analysis Hydrogeologic assessment Process & pretreatment eval Environmental & regulatory framework Conceptual cost estimate	Funding landscape review Initial affordability analysis Financial model setup Delivery model options	Market research Procurement strategy (draft) Risk allocation framework (draft)	**Major Decision Gate** **Feasibility Confirmed** **13 Jan 2027** **Executive Sponsor**
Phase 2 P3 Project Plan	Mo 4–5 16 Dec 2026–27 Jan 2027	Stakeholder coordination Risk register update Board decision gate prep QA/QC oversight	Feasibility validation 20% design: prelim. sizing Hydrologic modeling RO membrane process dev.	PSC & VfM analysis Owner debt capacity review Market sounding support Delivery model evaluation	Risk allocation framework (final) Procurement strategy memo	**Delivery Model & RFQ Auth.** **27 Jan 2027**
Phase 3 Procurement & RFQ	Mo 5–8 27 Jan–24 Apr 2027	Board authorization package Decision Gate 2 prep QA/QC oversight Industry outreach coordination	Technical sections of RFQ Owner Technical Req. (draft) Data gap & assumptions Technical risk inputs to RFQ	Commercial structure finalized Financial sections of RFQ Funding application sequencing	RFQ package development Industry outreach / pre-SOQ Evaluation criteria & scoring RFQ issuance & shortlisting	**Major Decision Gate** **Shortlist Approved** **24 Apr 2027** **Executive Sponsor**
Phase 4 RFP Development	Mo 7–12 8 Mar–25 Aug 2027	Decision Gate 3 prep Final reporting & closeout Proposer Q&A management	Owner Technical Requirements (final) Data room technical content RFP technical compliance support	Financial qualification criteria Project Agreement financial inputs VfM assessment for RFP evaluation	RFP package development Project Agreement support Virtual Data Room (VDR) setup Evaluation Manual · RFP issuance	**Major Decision Gate RFP Auth.** **13 Aug 2027**

NTP: 8 Sep 2026 · 12-month engagement · Subconsultants: Hanson, Wet Rock, McCafferty Brinson, CohnReznick, RSAH2O, Water Finance Exchange

PROPOSED ENGAGEMENT SCHEDULE

Twelve months, four overlapping phases



Notice to Proceed 14 September 2026 · ◆ phase milestone · ◆ decision gate · Contract months run 14th to 13th · Gate 2 and RFQ issuance sequencing to be confirmed

NEXT STEPS

- Provide requested information to Owner's Advisor
- Pursue permitting for currently owned leases
  - CRWA currently owns approximately 5,400 AF
- Issue RFP for firm to procure additional leases
  - Parcels available for lease identified within 4-mile range
- ROW procurement for transmission pipeline
- Install test well to determine water quality
- Continue coordination with Member Entities
- Ongoing discussions with potential P3 respondents

Questions?

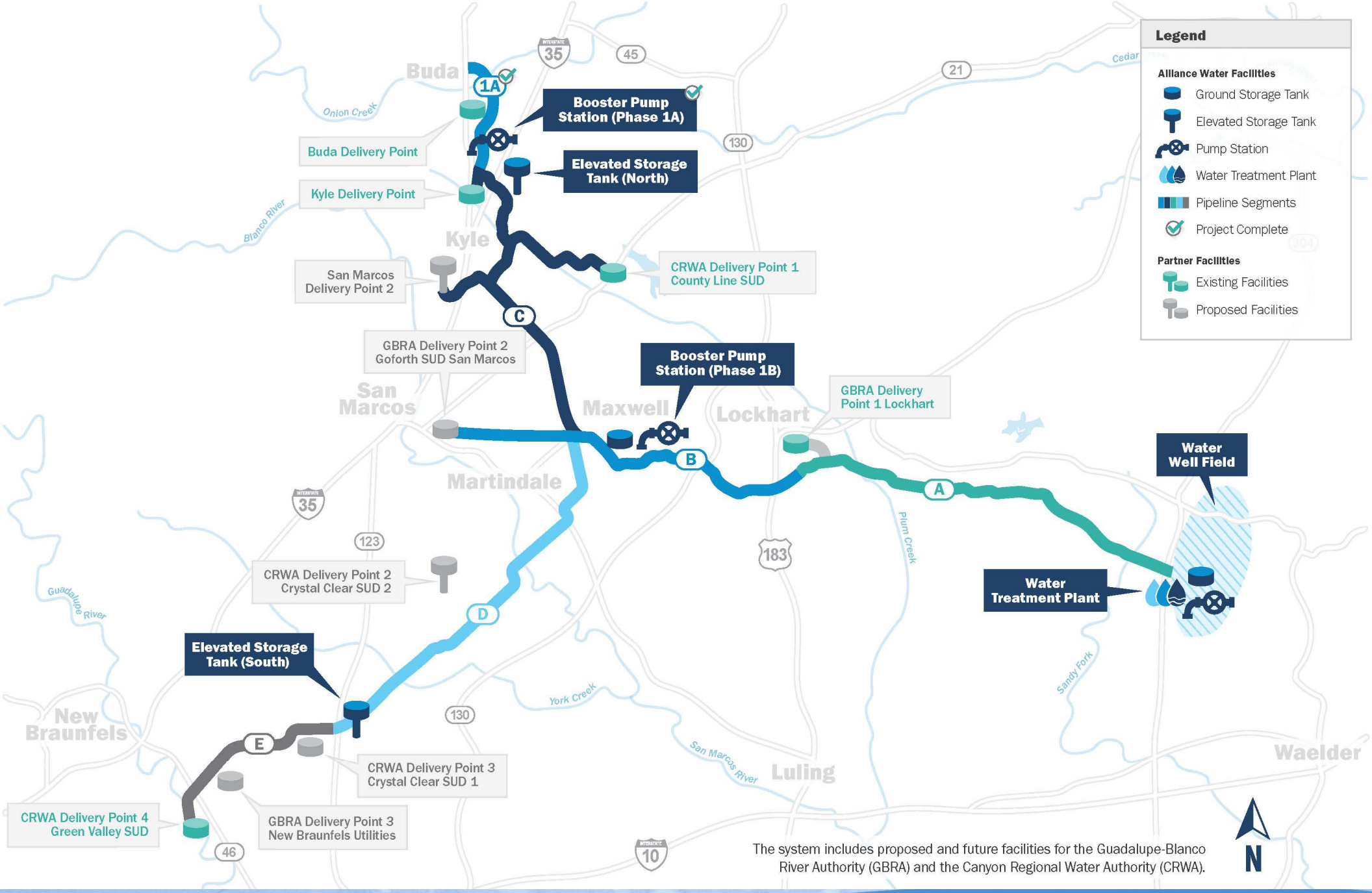
CANYON REGIONAL
water authority

ALLIANCE REGIONAL WATER AUTHORITY

2026 PROJECT UPDATES & SWIFT ISSUANCE

GREEN VALLEY SUD
BOARD OF DIRECTORS MEETING
OCTOBER 15, 2026

ALLIANCE WATER



The system includes proposed and future facilities for the Guadalupe-Blanco River Authority (GBRA) and the Canyon Regional Water Authority (CRWA).

2026 PROJECT UPDATES

- Provided updates to the GVSUD Board on June 25th. Since that time:
  - ARWA Board approved contracts for Water Treatment Plant Expansion and Raw Water/Booster Pump Station Expansion in early August through approvals of GMP-1 and GMP-2
  - Notice-to-Proceed issued to Haskell Company effective September 1, 2026. Expansion substantial completion is set for January 2029.
  - Reduced funding request from the TWDB by mid-August deadline

FUNDING SUMMARY

Project	Total	ARWA Share
WTP Expansion (GMP-1)	$161,190,151	$71,122,481
Solids Handling (GMP-3)	$29,190,000	$12,427,934
Booster Pump Station & Raw Water Infrastructure Expansion (GMP-2)	$65,375,972	$65,375,972
Well Drilling	$13,082,728	$13,082,728
Contingency & Issuing Costs	**$1,708,469**	**$1,708,469**
TOTAL	**$270,547,670**	**$163,717,584**
Current Funding in Hand		**$120,880,000**
Funding Deficit		**$42,837,584**

Note: Costs are total project costs inclusive of approved GMPs and soft costs (engineering, etc.)

ALLIANCE WATER
ALLIANCEWATER.ORG

2026 SWIFT FUNDING APPLICATION

ARWA TOTAL	$42,840,000
San Marcos	$15,360,000
Kyle	$12,070,000
Buda	$2,175,000
CRWA	$13,235,000
Crystal Clear SUD	$7,313,767
Green Valley SUD	$4,554,786
County Line SUD	$1,366,461

STATE FUNDING

- Texas Water Development Board (TWDB) managing the $2 billion State Water Implementation Fund of Texas (SWIFT) approved by voters in November 2013.

- Same fund used by Alliance Water multiple times between 2015 and 2025

TWDB – SWIFT Rate Subsidy Information				
Debt Term (yrs)	2022 Rate	2024 Rate	2025 Rate	**2026 Rate**
30	3.95%	3.43%	3.81%	**4.45%***

*Final debt service amounts are below those used to develop the FYE 2027 budget – ARWA will amend at its October meeting.

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NEXT STEPS

- ARWA Approval of the Financing Agreement between Alliance Water and TWDB by mid-September stating debt service option.
- TWDB sells bonds in late-September
- **Boards to consider approval of Resolution issuing debt in October 2026**
- Alliance Water closes on loans by December 1, 2026
- 1st Payment (interest only) is made in August 2027

REQUESTED BOARD ACTION

- Adopt Resolution Authorizing ARWA to Issue SWIFT Funds

QUESTIONS

www.alliancewater.org

Graham Moore, P.E.
Executive Director
(512) 294-3214
gmoore@alliancewater.org

ALLIANCE WATER
ALLIANCEWATER.ORG

RESOLUTION

RESOLUTION APPROVING A RESOLUTION BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY AUTHORIZING THE ISSUANCE OF CONTRACT REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF $13,235,000 FOR THE CANYON REGIONAL WATER AUTHORITY IN CONNECTION WITH THE REGIONAL WATER SUPPLY CONTRACT PROJECT; AND APPROVING OTHER RELATED MATTERS

GREEN VALLEY SPECIAL UTILITY DISTRICT §
§
STATE OF TEXAS §

WHEREAS, the Green Valley Special Utility District ("GVSUD") is a participating member of the Canyon Regional Water Authority ("Canyon Regional") and Canyon Regional is a sponsor of the Alliance Regional Water Authority (the "Authority"); and

WHEREAS, Canyon Regional has approved and executed the Regional Water Supply Contract dated and effective January 9, 2008 for the financing, construction and operation of the Authority Regional Water Supply Project as amended by Amendment No. 1 and Amendment No. 2 to the Contract (collectively, the "Authority Contract"); and

WHEREAS, Canyon Regional has previously requested the Authority issue a separate series of contract revenue bonds in an amount not to exceed $13,235,000 entitled "Alliance Regional Water Authority Contract Revenue Bonds (Regional Water Supply Contract Project – Canyon Regional Water Authority), Series 2026A" (the "Bonds") to finance Canyon Regional's contribution to the construction and equipment of the Phase 1B Improvements Project and the Phase 1C/1D Improvements Project of the Authority's Regional Water Supply Project pursuant to the Authority Contract; and

WHEREAS, Canyon Regional's request to the Authority to issue the Bonds is based on the financial participation of GVSUD, Crystal Clear Special Utility District and County Line Special Utility District (collectively, the "SUDs") to pay the Bonds in accordance with the CRWA/SUDs Take or Pay Contract dated as of October 19, 2015 as amended by Amendment No. 1 (the "CRWA/SUDs Contract"); and

WHEREAS, pursuant to Section 3.02 of the CRWA/SUDS Contract, prior to adoption of a bond resolution by the Authority's Board of Directors for the benefit of Canyon Regional, a substantially final copy of the Authority's Bond Resolution (as defined in the CRWA/SUDs Contract) and the sale and offering documents, if any, shall be presented to Canyon Regional for review and approval; and

WHEREAS, a substantially final copy of the Authority's Bond Resolution authorizing the Bonds for Canyon Regional's share, for the benefit of the SUDs, of the Phase 1B Improvements Project and the Phase 1C/1D Improvements Project of the Authority's Regional Water Supply

Project has been presented to GVSUD for review and approval in accordance with the CRWA/SUDs Contract; and

WHEREAS, the Bonds are being sold to the Texas Water Development Board and there are no sale and offering documents (other than the Private Placement Memorandum), as defined in the CRWA/SUDS Contract, to be presented to Canyon Regional and GVSUD for review and approval; and

WHEREAS, it is hereby further officially found and determined that public notice of the time, place, and purpose of this meeting was given, all as required by Texas Government Code, Chapter 551.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREEN VALLEY SPECIAL UTILITY DISTRICT:

SECTION 1. RECITALS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. Capitalized terms used herein shall have the meaning assigned in the preamble hereof, the Authority Contract or the Bond Resolution, unless otherwise defined. The President of the Board of Directors of GVSUD and General Manager of GVSUD are each designated as an Authorized Representative.

SECTION 2. BOND RESOLUTION. The Bond Resolution in substantially the form attached hereto as Exhibit "A" is hereby approved with such changes as approved by either of GVSUD's Authorized Representatives.

SECTION 3. CRWA/SUDS CONTRACT. GVSUD recognizes and agrees that the CRWA/SUDs Contract is amended to recognize that the Bonds in the principal amount of $13,235,000 are included in the definition of Bonds in the CRWA/SUDs Contract and that GVSUD is obligated pursuant to the CRWA/SUDs Contract to pay the Annual Requirement (as defined in the CRWA/SUDs Contract) to Canyon Regional and to otherwise perform in accordance with the provisions of the CRWA/SUDs Contract.

SECTION 4. **CERTIFICATES**. Either of the GVSUD's Authorized Representatives are hereby authorized to sign the Approval Certificate attached hereto as Exhibit "B" reflecting the final interest rates and terms of the Bonds. The President, Secretary, Treasurer and General Manager are each authorized to sign all certificates and are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Resolution and the issuance of the Bonds for the benefit of Canyon Regional.

SECTION 5. **IMMEDIATE EFFECT.** This Resolution shall take effect immediately from and after its adoption in accordance with the law.

PASSED AND APPROVED October 15, 2026.

_____
President
Green Valley Special Utility District

ATTEST:

_____
Secretary
Green Valley Special Utility District

[Signature Page]

EXHIBIT "A"

BOND RESOLUTION

EXHIBIT "B"

APPROVAL CERTIFICATE

The undersigned Authorized Representative of the Green Valley Special Utility District pursuant to the resolution (the "Resolution") authorizing the issuance of obligations designated as "Alliance Regional Water Authority Contract Revenue Bonds (Regional Water Supply Contract Project – Canyon Regional Water Authority), Series 2026A" (the "Bonds") hereby approves the following terms of the Bonds:

(i) the total principal amount of the Bonds of $13,235,000;

(ii) the purchase price for the Bonds is $13,235,000 (representing the original principal amount of the Bonds);

(iii) the interest rates and maturity schedule for the Bonds are as set forth below:

Maturity Date 8/15	Principal Amount	Interest Rate	Maturity Date 8/15	Principal Amount	Interest Rate
2028	$ 280,000	2.980%	2043	$ 440,000	4.240%
2029	285,000	3.030	2044	455,000	4.220
2030	290,000	3.090	2045	475,000	4.250
2031	300,000	3.200	2046	495,000	4.290
2032	305,000	3.270	2047	515,000	4.400
2033	315,000	3.360	2048	535,000	4.400
2034	325,000	3.400	2049	560,000	4.460
2035	335,000	3.460	2050	585,000	4.480
2036	345,000	3.560	2051	610,000	4.480
2037	355,000	3.670	2052	635,000	4.530
2038	365,000	3.880	2053	665,000	4.530
2039	380,000	3.980	2054	690,000	4.570
2040	390,000	4.020	2055	720,000	4.570
2041	405,000	4.130	2056	755,000	4.570
2042	425,000	4.150			

(iv) the Bonds are subject to redemption as set forth below:

The Bonds stated to mature on and after August 15, 2037 may be redeemed prior to their Stated Maturities, at the option of the Authority, in inverse order of maturity on February 15, 2037, or on any date thereafter, in whole or in part in an Authorized Denomination (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States mail, first-class postage prepaid, to Holders of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Resolution. If any Bond subject to redemption prior to Stated Maturity and in an Authorized Denomination thereof may be redeemed, and, if less than all of the principal sum is to be redeemed, there shall be issued, without charge therefor, to the Holder thereof, upon the surrender of such Bond to the

Paying Agent/Registrar at its corporate trust office, a new Bond of like Stated Maturity and interest rate in any Authorized Denominations provided in the Resolution for the then unredeemed balance of the principal sum.

If the Bond (or any portion of the principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date the Bond (or the portion of the principal sum to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount to be redeemed. If the Bond is called for redemption, in whole or in part, the Authority or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange the Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance in the event of its redemption in part; and

(v) the Bonds have been approved for issuance by the Texas Water Development Board and will be approved by the Texas Attorney General.

EXECUTED AND DELIVERED THIS ___ day of October, 2026.

GREEN VALLEY SPECIAL UTILITY DISTRICT

_____

Title: _____

APPROVAL CERTIFICATE

The undersigned Authorized Representative of the Green Valley Special Utility District pursuant to the resolution (the "Resolution") authorizing the issuance of obligations designated as "Alliance Regional Water Authority Contract Revenue Bonds (Regional Water Supply Contract Project – Canyon Regional Water Authority), Series 2026A" (the "Bonds") hereby approves the following terms of the Bonds:

(i) the total principal amount of the Bonds of $13,235,000;

(ii) the purchase price for the Bonds is $13,235,000 (representing the original principal amount of the Bonds);

(iii) the interest rates and maturity schedule for the Bonds are as set forth below:

Maturity Date 8/15	Principal Amount	Interest Rate	Maturity Date 8/15	Principal Amount	Interest Rate
2028	$ 280,000	2.980%	2043	$ 440,000	4.240%
2029	285,000	3.030	2044	455,000	4.220
2030	290,000	3.090	2045	475,000	4.250
2031	300,000	3.200	2046	495,000	4.290
2032	305,000	3.270	2047	515,000	4.400
2033	315,000	3.360	2048	535,000	4.400
2034	325,000	3.400	2049	560,000	4.460
2035	335,000	3.460	2050	585,000	4.480
2036	345,000	3.560	2051	610,000	4.480
2037	355,000	3.670	2052	635,000	4.530
2038	365,000	3.880	2053	665,000	4.530
2039	380,000	3.980	2054	690,000	4.570
2040	390,000	4.020	2055	720,000	4.570
2041	405,000	4.130	2056	755,000	4.570
2042	425,000	4.150			

(iv) the Bonds are subject to redemption as set forth below:

The Bonds stated to mature on and after August 15, 2037 may be redeemed prior to their Stated Maturities, at the option of the Authority, in inverse order of maturity on February 15, 2037, or on any date thereafter, in whole or in part in an Authorized Denomination (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States mail, first-class postage prepaid, to Holders of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Resolution. If any Bond subject to redemption prior to Stated Maturity and in an Authorized Denomination thereof may be redeemed, and, if less than all of the principal sum is to be redeemed, there shall be issued, without charge therefor, to the Holder thereof, upon the surrender of such Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond of like Stated Maturity and interest rate in any Authorized Denominations provided in the Resolution for the then unredeemed balance of the principal sum.

If the Bond (or any portion of the principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date the Bond (or the portion of the principal sum to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount to be redeemed. If the Bond is called for redemption, in whole or in part, the Authority or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange the Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance in the event of its redemption in part; and

(v) the Bonds have been approved for issuance by the Texas Water Development Board and will be approved by the Texas Attorney General.

EXECUTED AND DELIVERED THIS 15th day of October, 2026.

GREEN VALLEY SPECIAL UTILITY DISTRICT

By: _____

Title: _____

Signature Page

GENERAL CERTIFICATE OF THE GREEN VALLEY SPECIAL UTILITY DISTRICT

GREEN VALLEY SPECIAL UTILITY DISTRICT	§
	§
STATE OF TEXAS	§

We, the undersigned President, Board of Directors and Secretary, Board of Directors of the Green Valley Special Utility District ("GVSUD"), do hereby certify as follows:

1. Benefit and Capitalized Terms. This certificate is executed for and on behalf of the GVSUD, for the benefit of the Alliance Regional Water Authority ("Authority") in connection with the issuance of the Bonds. Unless otherwise defined herein, the capitalized terms used in this Certificate shall have the meanings whenever they are used given in Exhibit "A" attached hereto.

2. Relative to Authority. GVSUD is a political subdivision of the State of Texas created and acting pursuant to Chapters 49 and 65 of the Texas Water Code.

3. Relative to No-Default. Exhibit "B" attached hereto reflects all of the bonds and other obligations of the GVSUD's System. GVSUD is not in default as to any covenant, condition or obligation contained in the ordinances or resolutions authorizing the issuance of the outstanding obligations of the GVSUD's System shown on Exhibit "B"; and there is on hand in the special funds created for the payment and security of the aforesaid obligations the amounts now required to be on deposit therein.

4. Relative to Rate and Charges. The rates now being charged by the GVSUD for water and sewer services provided by GVSUD's System are as shown on Exhibit "C" attached hereto.

5. Relative to GVSUD Officials. The duly qualified and acting officials of the GVSUD are as follows:

John Frias	President
Jerry Cumby	Vice President
Robert Roberson	Secretary/Treasurer
Nick Sherman	Board Member
James Hendrix	Board Member
Brit King	Board Member
Shari McDaniel	Board Member

6. Relative to GVSUD's System. A schedule of the gross revenues, operating expenses and net revenues of the GVSUD's System for the years stated is shown on Exhibit "D" attached hereto.

7. Relative to Debt Service Requirements and Sufficiency of Rates. The average annual debt service requirement for the GVSUD's obligations with respect to the Bonds is shown

on Exhibit "E" attached hereto ("Debt Service"). GVSUD has covenanted in the CRWA/SUDs Contract to establish, assess, and collect rates sufficient to make contract payments sufficient to pay the "Annual Payments" including Bond Payments to pay the GVSUD's Debt Service on the Bonds. To the extent the amount available for debt service (as shown on Exhibit "E" "Available for Debt Service") is insufficient to cover the Debt Service and the GVSUD's existing contractual obligations, GVSUD covenants to increase its rates in an amount sufficient to pay the difference.

8. Relative to the CRWA/SUDs Contract. The CRWA/SUDs Contract has been duly authorized and is in compliance with any applicable statutory requirements. The CRWA/SUDs Contract is still in full force and effect and, except as disclosed herein, has not otherwise been amended or rescinded. No litigation is pending or to the best of our knowledge, threatened concerning the title or authority of the officers or concerning the CRWA/SUDs Contract. The Bond Resolution (as defined in the CRWA/SUDs Contract and more particularly described, with respect to the Bonds, in Exhibit "A" hereto) and the Sale and Offering Documents (as defined in the CRWA/SUDs Contract) comply with the CRWA/SUDs Contract. GVSUD has approved the Bond Resolution authorizing the issuance of the Bonds and acknowledges that the payment of principal of and interest on such Bonds is payable from the Bond Payments to be made by the GVSUD under and pursuant to the CRWA/SUDs Contract. The Authority and each of the respective participating members have approved the CRWA/SUDs Contract.

9. Relative to Signature Identification. Appearing below are the true and correct signatures of the persons holding the offices of President and Secretary. By his signature hereon, the President certifies that the signature of the Secretary appearing hereon is her genuine signature and by her signature hereon, the Secretary certifies that the signature of the President appearing hereon is her genuine signature. The true and correct signature of the Authorized Representatives of the GVSUD pursuant to the CRWA/SUDs Contract is set forth in Exhibit "F" attached hereto.

10. No Litigation. There is no litigation, proceeding, inquiry or investigation pending or threatened by or before any court or other governmental authority or entity of which GVSUD has notice or, to GVSUD's knowledge any basis therefor, against or affecting GVSUD that: (a) affect the Resolution; (b) the issuance, delivery, payment, security or validity of the Bonds; (c) the authority of the GVSUD Board of Directors and the officers of the GVSUD to execute and deliver the CRWA/SUDs Contract or the Approval Certificate related to the Resolution; (d) the validity of the corporate existence of the GVSUD and (e) no litigation is pending pertaining to, affecting, questioning or contesting the corporate existence or current boundaries of the GVSUD.

11. Inclusion Programs. GVSUD verifies that proceeds from the Bonds will not be used for any unconstitutional purposes, including payments made pursuant to unconstitutional diversity, equity, and inclusion ("DEI") programs and including any such DEI programs established by local ordinances or policies.

WITNESS MY HAND this _____ day of _____, 2026.

_____	_____
Secretary, Board of Directors Green Valley Special Utility District	President, Board of Directors Green Valley Special Utility District

NOTARY ACKNOWLEDGMENT

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this _____.

_____
Notary Public

(Notary Seal)

EXHIBIT "A"

Bonds	Alliance Regional Water Authority Contract Revenue Bonds(Regional Water Supply Contract Project – Canyon Regional Water Authority), Series 2026A.
Bond Resolution	The Resolution by the Board of Directors of the Alliance Regional Water Authority Authorizing the Issuance of Alliance Regional Water Authority Contract Revenue Bonds (Regional Water Supply Contract Project – Canyon Regional Water Authority), Series 2026A; and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Such Bonds approved by the Board of Directors of the Authority on October 28, 2026.
GVSUD's System	The GVSUD's existing combined waterworks system of GVSUD, together with all future extensions, improvements, enlargements, and additions thereto, including to the extent permitted by law, storm sewer and drainage and/or reclaimed water systems which are integrated with the waterworks system, and all replacements thereof. Provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term GVSUD System shall not include any waterworks facilities which are declared by a GVSUD not to be a part of its GVSUD System of such GVSUD and which are hereafter acquired or constructed by a respective GVSUD with the proceeds from the issuance of "Special Project Bonds," which are hereby defined as being special revenue obligations of such GVSUD, which are not secured by or payable from the net revenues of a respective GVSUD System, but which are secured by and are payable solely from special contract revenues, or payments received by a GVSUD or any other legal entity, or any combination thereof, in connection with such facilities; and such revenues or payments shall not be considered as or constitute gross revenues of a respective GVSUD System, unless and to the extent otherwise provided in the ordinances or resolutions authorizing the issuance of such "Special Project Bonds."
CRWA/SUDs Take or Pay Contract	The CRWA/SUDs Take or Pay Contract among Canyon Regional Water Authority, Green Valley Special Utility District, Crystal Clear Special Utility District and County Line Special Utility District as amended by Amendment No. 1.
Resolution	Collectively, (i) the Bond Resolution; and (ii) GVSUD's Resolution Approving a Resolution by the Board of Directors of the Alliance Regional Water Authority Authorizing the Issuance of Contract Revenue Bonds in an Aggregate Principal Amount of $13,235,000 for the Canyon Regional Water Authority in Connection with the Regional Water Supply Contract Project; and Approving Other Related Matters approved on October [15], 2026

EXHIBIT "B"

OUTSTANDING OBLIGATIONS OF THE GVSUD'S SYSTEM

Water System Revenue Bonds, Series 2003	$ 368,000
Water System Revenue Bonds, Series 2020	4,507,788
Prior Lien Water & Wastewater System Revenue Bonds, Series 2020	20,915,000
Water System Revenue Refunding Bonds, Series 2020	6,490,000
Water System Revenue Bonds, Series 2020A	4,704,000
Water System Revenue Bonds, Series 2020B	2,525,000
Prior Lien Water & Wastewater System Revenue Bonds, Series 2021	14,165,000
Prior Lien Water & Wastewater System Revenue Bonds, Series 2021A	17,605,000
Prior Lien Water & Wastewater System Revenue Bonds, Series 2022	25,665,000
Prior Lien Water & Wastewater System Revenue Bonds, Taxable Series 2024	1,795,000
Prior Lien Water & Wastewater System Revenue Bonds, Series 2025	14,150,000
TOTAL	$112,889,788

EXHIBIT "C"

Green Valley Special Utility District Water & Wastewater Rates

Green Valley Special Utility District's Water and Wastewater Rates

Effective: October 1, 2026

Residential
Monthly Base Rate

Meter Size	
5/8"	$ 35.62
3 /4"	$ 53.44
1"	$ 89.04
1 1/2"	$ 178.09
2"	$ 356.18

Gallonage rate per thousand

1-2000 gallons	$ 2.76
2, 001-5,000 gallons	$ 5.51
5,001-10,000 gallons	$ 7.18
10,001-15,000 gallons	$ 8.98
15,001-25,000 gallons	$ 11.02
25,001-50,000 gallons	$ 14.65
50,001+ gallons	$ 18.49

Special Use / Ag Rate
Monthly Base Rate

Meter Size	
5/8"	$ 35.62
3/4"	$ 53.44
1"	$ 89.04
1 1/2"	$ 178.09
2"	$ 356.18

Gallonage rate per thousand

1-2000 gallons	$ 2.76
2,001-5,000 gallons	$ 5.51
5,001-10,000 gallons	$ 7.18
10,001-15,000 gallons	$ 8.98
15,001-25,000 gallons	$ 11.13
25,001-50,000 gallons	$ 5.64
50,001-200,000 gallons	$ 7.56
200,001-300,000 gallons	$ 9.14
300,001-500,000 gallons	$ 11.82
500,001+ gallons	$ 14.65

Commercial / Industrial
Monthly Base Rate

Meter Size	
1"	$ 103.86
1 1/2"	$ 207.72
2"	$ 415.44
3"	$ 727.02
4"	$ 1,246.31
6"	$ 2,835.78
8"	$ 6,107.82
10"	$ 9,161.73
12"	$ 11,561.24

Gallonage rate per thousand

1-50,000 gallons	$ 5.86
50,001-200,000 gallons	$ 7.91
200,001-300,000 gallons	$ 9.66
300,001-500,000 gallons	$ 12.62
500,001+ gallons	$ 15.92

Fire Hydrant Meter
Monthly Base Rate

3"	$ 740.68

Gallonage rate per thousand

1-100,000 gallons	$ 7.39
100,001-200,000 gallons	$ 9.33
200,001-300,000 gallons	$ 11.57
300,001-500,000 gallons	$ 15.50
500,001+ gallons	$ 19.73

Wastewater (Sewer) Rates

GVSUD - SANTA CLARA & CLEARWATER CREEK

Flat Rate	$ 77.40
Based on 6,000 gallons until winter average is established (Dec, Jan & Feb)	
Winter Average Base Rate	$ 30.36
Gallonage rate per thousand	$ 7.84

Effective September 1, 2026

GBRA - Guadalupe Blanco River Authority

Flat Rate Residential	$ 82.40
Based on 4,800 gallons until winter average is established (Dec, Jan & Feb) 10,000 gallon maximum	
Winter Average Base Rate	$ 68.00
Gallonage rate per thousand	$ 3.00
Commercial Rate	$ 68.00
Gallonage rate per thousand	$ 3.00
RV Park Rate	
Gallonage rate per thousand	$13.28

SARA- San Antonio River Authority

Flat Rate Residential	$ 68.66
Until winter average is established (Dec,Jan & Feb)	
Winter Average Base Rate	$ 39.14
Gallonage rate per thousand	$ 4.13

CITY OF CIBOLO

Flat Rate Residential	$ 39.60
Based on 6,000 gallons until winter average is established (Dec, Jan & Feb)	
Winter Average Rate - Includes 3000 gallons	$ 21.12
Gallonage rate per thousand	$ 6.16
Commercial - Includes 3000 gallons	$ 26.26
Gallonage rate per thousand	$ 6.16

Harvest Hills	$ 43.05
Zipp Rd Utilities	$ 81.60

EXHIBIT "D"

SCHEDULE OF GROSS REVENUES, OPERATING EXPENSES & NET AVAILABLE FOR DEBT SERVICE

	9/30/2023	9/30/2024	9/30/2025
Total Revenue	$22,025,430	$22,022,055	$24,535,387
Operating Expenses (less depreciation)	$18,684,503	$20,212,502	$20,839,342
Operating Income (Loss)	$ 3,340,927	$ 1,809,553	$ 3,696,045

EXHIBIT "E"

DEBT SERVICE

EXHIBIT "F"

SIGNATURES OF AUTHORIZED REPRESENTATIVES

John Frias
President _____

Phillip Gage
General Manager _____

Schmoekel Tract WFS

- The Schmoekel Tract property is located within the City of Cibolo Extra Territorial Jurisdiction (ETJ) and Guadalupe County. The property is located west of Stolte Rd; approximately 200 feet south of the intersection of Stolte Road and Schmoekel Road. 101.24-acre tract.
- 622 EDUs – 620-5/8” residential meters & 2-irrigation meters.
- Served by the CRWA Bolton Rd MS and future Plant 15 EST.
- The applicant will also be responsible for installing a 12-inch main along the road frontage of Stolte to tie into the 12-inch main that currently ends near Stolte Road and Bolton Road.(est. $856,208)
- Adequate fire flow provided.
- Total Fees: $9,798,844.94.
- No additional cost to the district.



MEMORANDUM

Date: October 6, 2026
Project Name: Schmoekel Tract Subdivision - Water Non-Standard Service Agreement
Applicant: SA Not for You, LLC
Location: South of the Intersection of Schmoekel Road and Stolte Road

Water Development Plan

The subject tract is located within the City of Cibolo Extra Territorial Jurisdiction (ETJ) and Guadalupe County. The property is located south of the intersection of Schmoekel Road and Stolte Road on the west side of the Stolte Road right of way. The property currently is undeveloped and has access to water service from GVSUD. The applicant intends to develop a total of 620 residential lots on the 101.24-acre tract. The applicant has requested a total of 620 - 5/8" x 3/4" water meters for potable demand and 2 irrigation meters for a total of 622 Equivalent Dwelling Units (EDU). With the 0.4 acre-feet per connection demand, this request totals 248.8 acre-feet per year. GVSUD currently has adequate water supply available to meet the application request under the Canyon Regional Water Authority (CRWA) Water Supply Contract through the Wells Ranch Phase II and the ARWA Phase I agreement. To aid in GVSUD's long-term planning efforts, we encourage developers to manage the water resources in the most efficient manner. GVSUD will serve this development from the Bolton Road Meter Station and Wagner Booster Pump Station. These facilities provide adequate pump, storage and production capacity to meet the long-term need of the property based on the application for service. No additional water rights or production capacity is required for the District to meet the request of this application. In the future this tract will be served by Plant 15 on Lower Seguin Road and utilize CRWA Wells Ranch Water. GVSUD has an existing 12-inch distribution waterline running along Bolton Road south of this development. The applicant will be responsible for the cost of installing their internal waterlines as well as all other appurtenances including fire hydrants within the property which must be compliant with the fireflow criteria of the local jurisdiction. The applicant will also be responsible for installing a 12-inch main along the road frontage of Stolte to tie into the 12-inch main that currently ends near Stolte Road and Bolton Road, south of the development parcel as shown on the attached GIS exhibit. No additional distribution system upgrades will be required by the District. The county will require compliance with the International Fire Code and the applicant requests 1,000 GPM at 25 PSI residual pressure. This is common for residential land uses.

Estimated Costs

The applicant has requested 620 residential connections with 5/8"x 3/4" meters plus 2 standard irrigation meters, totaling 622 EDUs of service. The current cost of 622 commercial EDUs as requested are detailed below:
• Water acquisition fees @ $7,480.77 per EDU = $4,653,038.94
• Water impact fees @ $7,423 per EDU = $4,617,106.00
• Meter cost 5/8-inch @ $850 = $528,700.00 plus actual meter cost;
• Any associated inspections, installation, and fees per policy.
The waterline extension is estimated to cost $856,208 including easements, design, construction and inspection costs. There are no additional costs to the District at this time.

Recommended Board Action: GVSUD recommends approval. The proposed development can be feasibly served by GVSUD, subject to the developer meeting all requirements and paying associated fees.

GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD WATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into and by and between SA Not for You, LLC (hereinafter, "Developer"), and Green Valley Special Utility District, hereinafter referred to as "GVSUD" or the "District."

WHEREAS, Developer is engaged in developing that certain approximately 101.24 acres of land located approximately 200 feet south of the intersection of Schmoekel Road and Stolte Road within the extraterritorial jurisdiction of the City of Cibolo, Guadalupe County, Texas, said land being hereinafter referred to as "the Property" and identified by full legal description on **Exhibit A** attached hereto and incorporated herein for all purposes; and

WHEREAS, GVSUD owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its state-certificated certificate of convenience and necessity ("CCN") No. 10646 and district boundaries; and

WHEREAS, Developer is planning to develop a residential subdivision, currently referred to as the Schmoekel Tract, and has requested 620 5/8" x 3/4" residential meters and two 5/8" x 3/4" irrigation meters, for a total of 622 Equivalent Dwelling Units ("EDU") of retail water service; and

WHEREAS, Developer has requested GVSUD to provide such water service to the Property through an extension of GVSUD's water system, such extension being hereinafter referred to as the "Water System Extension";

NOW THEREFORE, LET IT BE KNOWN, 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, Developer and GVSUD agree as follows:

1. <u>Water System Extension.</u>

The Water System Extension consists of the "Subdivision System" improvements, as defined herein, and the "District System" improvements, defined below. The Water System Extension shall be designed and constructed to provide tariffed non-standard water utility service to the Property. The Water System Extension shall be engineered in accordance with the applicable specifications of GVSUD and all governmental agencies having jurisdiction. The non-standard service

requirements of the Property are set forth in the September 22, 2026 Revised Schmoekel Tract Water Service Feasibility Study prepared by Utility Engineering Group, attached hereto and incorporated herein for all purposes as **Exhibit B**. The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development of the Property provided by the Developer to, and approved by, GVSUD.

The terms and conditions for the extension of GVSUD's retail public water utility service to the Property are specified in Exhibit B and GVSUD's Operations Policy. Except as specified in this Agreement, in the event of a conflict between this Agreement and Exhibit B, the terms and conditions identified in Exhibit B shall control.

a. Subdivision System.

The "Subdivision System" shall include all water lines, service lines, meters and appurtenances, inclusive of fire hydrants compliant with the specifications of all local jurisdictions, and any required pressure-reducing valves within the boundaries of the Property and all required facilities for interconnection to the District System. The Subdivision System shall be engineered and designed by Developer's consulting engineer, who shall also be responsible for overseeing the construction of the Subdivision System under the applicable rules of the Texas Commission on Environmental Quality ("TCEQ"), the Texas Board of Professional Engineers ("TBPE"), GVSUD Water Standards and Design Criteria, and GVSUD Standard Water Details. All engineering plans for the Subdivision System must be reviewed and approved by GVSUD's consulting engineer prior to the commencement of any utility system construction on the Property. Any changes made to the infrastructure or design must be approved by GVSUD.

The Developer shall construct, at its expense, all of the water utility infrastructure necessary to provide public utility and fire-fighting services to the Property. The Developer shall bear all costs of such design and construction. The Developer shall also reimburse GVSUD for all costs incurred by the District in having its engineers review and oversee the Developer's plans and construction for the Subdivision System.

b. District System.

The "District System" shall include all water production, storage, treatment, pressure, transmission lines and other System facilities outside the Property as specified in Exhibit B. The District System improvements shall be engineered and designed in accordance with the applicable specifications of GVSUD, including GVSUD Water Standards and Design Criteria and GVSUD Standard Water Details, and all governmental agencies having jurisdiction. All engineering and design for the District System must be reviewed and approved by GVSUD's consulting engineer prior to the issuance of any bid request for the construction of

the Water System Extension and the commencement of any utility system construction on the Property.

After completion of the plans and specifications by the Developer's consulting engineer and their approval by the GVSUD's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".

As further specified in Exhibit B, Developer shall be responsible for the cost of extending a 12-inch waterline through the frontage of the Property and connecting that line to GVSUD's existing 12-inch waterline on Bolton Road. Developer shall also be responsible for all internal waterlines and other appurtenances including fire hydrants within the Property, which waterlines and appurtenances must be compliant with the fireflow criteria of the local jurisdiction.

If the requirements to serve the Property change due to material changes to the requested service plan by the Developer or changes in Public Drinking Water system rules by the TCEQ, the changes in GVSUD's facilities and service capacities necessitated by these actions shall be designed and constructed by GVSUD at the Developer's cost.

2. <u>Fire Flows</u>.

Developer has requested and GVSUD has agreed to provide additional water service capacities to the Property sufficient to provide fire flows to the extent and in the manner described in Exhibit B. Developer must comply with all state and federal regulations and all applicable local fire flow requirements at Developer's sole cost. If the requirements for fire-fighting service capacity imposed by any lawful regulatory body are changed, the Developer or its successors (including a homeowners' association) shall be obligated to pay for any modifications to or additional service capacities from the District System necessary to accommodate those changes.

3. <u>Required Easements or Rights-of-Way</u>.

Developer shall be responsible for dedicating at Developer's cost any easements across the Property required for the provision of service. Developer shall further be responsible for all costs associated with GVSUD's acquisition of easements on privately owned land determined by GVSUD to be necessary for the construction of the Water System Extension, including the cost of any consent or release required by any person or entity having a lien or other security interest in the easement or real property to be encumbered by said easement(s). Electric, telephone, and any other utilities shall remain outside of the GVSUD easement unless specifically consented to in writing by GVSUD. In the event that GVSUD is required to exercise its statutory right of eminent domain to obtain any easement determined by GVSUD to be necessary for the Water System Extension,

Developer shall be responsible for all such costs, including, but not limited to, all consideration and litigation costs of the condemnee and all GVSUD litigation costs, including witness and special commissioner fees, appraisals and right-of-way subcontractor fees. GVSUD may require Developer to escrow all such projected costs before initiating any condemnation actions. Developer acknowledges and consents to any delays to final provision of retail public water utility service to the Property arising from condemnation proceedings initiated to obtain the necessary easement(s).

All pipeline easements assigned to GVSUD inside and outside of the Property shall be not less than 20 feet in width. The pipeline easement(s) shall be located on private property along a route that best facilitates the most reliable and efficient operation of the Water System Extension. If such optimal route adversely affects the easement grantor, Developer may request an alternate course of the easement except that when the pipeline(s) or plant is installed, the easement herein granted shall be limited to a strip of land 20-feet in width from the centerline or center-point thereof. GVSUD's consulting engineer shall have the final decision on where any easement must be located.

There shall be a construction easement of no less than 20 feet parallel and adjacent to said pipeline easements for the period necessary to construct and test public utility pipelines and such other utility plant with the easement. After the newly constructed pipeline, utility plant or other facilities have been constructed and placed into commercial operation, the construction easement shall terminate. Thereafter, the easement shall be only 20 feet in width.

4. <u>Service from the Water System Extension</u>.

(a) After proper completion and dedication of the Water System Extension to GVSUD, GVSUD shall provide continuous and adequate water service to the Property under the requirements of GVSUD's state-issued certificate of convenience and necessity, TCEQ regulations, and all duly adopted rules and regulations of GVSUD and payment of the following:

(1) All standard rates, fees and charges as reflected in GVSUD's approved Operations Policy;

(2) Any applicable impact or capital recovery fee adopted by GVSUD; and

(3) Any applicable water acquisition fee adopted by GVSUD.

(b) Unless the prior approval of GVSUD is obtained, the Developer shall not:

(1) Construct or install additional water lines or facilities to service areas outside the Property;

(2) Add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or

(3) Connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

5. Subdivision Restrictions.

Developer shall create and enforce a permanent and irrevocable subdivision deed, plat, or other restriction and/or covenant running with the land that shall prohibit the construction of private potable water systems or water wells within the subdivision. These prohibitions need not apply to non-potable water sources used for irrigation purposes only if they do not encroach on or in any way hazard GVSUD's source of water. No interconnection between a private water supply and GVSUD's water supply may be constructed or maintained except in strict conformance with applicable state or federal health, safety, environmental or utility regulations.

6. Cost Changes.

Due to the variable market for needed materials and supplies, quotations for the cost of construction of utility plant and/or upgrades, if any, that will be necessary to meet the service demands of the service application shall be valid and effective only for the date of presentation by GVSUD's consulting engineer. For purposes of this Agreement, the "date of presentation" means the date the quotations and Water System Extension plans were presented to the Developer. Following the date of presentation, materials and supplies for construction may include an adjustment to reflect current market prices if such changes are found reasonable and approved in writing by GVSUD's consulting engineer. All costs of change orders or other modifications of the engineered design and/or TCEQ-approved plans shall be borne by Developer unless such changes or modifications are made at GVSUD's request for the sole benefit of other GVSUD customers.

7. Construction of the Water System Extension.

(a) Subdivision System.

(1) Developer shall select its own contractor for the construction of the Subdivision System, subject to GVSUD's right to reject such selection if GVSUD, its consulting engineer, or its attorney has had an unsatisfactory prior experience with said contractor and/or its work. If GVSUD rejects Developer's designated contractor, Developer shall be authorized to select another contractor or to request GVSUD to obtain a suitable contract through the same bid procedures to be used

for the District System improvements. No construction shall commence until plans and specifications for the District System have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law.

(2) The Subdivision System shall be constructed in accordance with the approved plans and specifications. GVSUD shall have the right to inspect all phases of the construction of the Subdivision System. Developer must give written notice to GVSUD of the date on which construction of the Subdivision System is scheduled to begin so that GVSUD may assign an inspector. GVSUD may charge reasonable inspection fees based on the actual costs of labor, travel, and incidental expenses of the inspectors.

(b) District System.

(1) The District shall, at Developer's sole expense, advertise to receive bids for the construction of the District System improvements in accordance with generally accepted bidding practices and shall award the contract for the construction of the District System. GVSUD may reject any bid, contractor, or subcontractor if GVSUD or its agents have had an unsatisfactory experience with that contractor or subcontractor. No construction will commence until plans and specifications for the District System have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law. GVSUD shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, or certificates.

(2) The District System improvements shall be constructed in accordance with the approved plans and specifications. GVSUD may charge reasonable inspection fees based on the actual costs of labor, travel, and incidental expenses of the inspectors.

(c) Limitation of Liability.

GVSUD shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, certificates, or contractor acceptable to both GVSUD and Developer. GVSUD shall have no liability whatsoever for the acts and omissions of Developer, its engineer(s), its contractor(s) or its subcontractor(s). GVSUD shall have no liability or responsibility to third persons for the materials and supplies used by Developer. Developer shall be responsible and liable for the safety of the work site and the preservation of materials and equipment related to the Subdivision System improvements. Developer shall hold GVSUD harmless for any claims, demands, suits or causes of action related to the Developer-constructed Subdivision System. Developer shall indemnify GVSUD for all expenses or damages incurred by GVSUD, including attorney and litigation costs, related to the Developer-constructed Subdivision System improvements until such

improvements are dedicated to and accepted by GVSUD and the one-year warranty period has expired. All rights and protections of GVSUD in this Paragraph shall be extended to GVSUD's directors, officers, employees, attorney(s), engineer(s), contractor(s), and subcontractor(s).

8. Dedication of Water System Extension to GVSUD.

Upon proper completion of construction of the Water System Extension improvements and final inspection thereof by GVSUD, the Water System Extension improvements shall be dedicated to GVSUD by an appropriate legal instrument approved by GVSUD's Attorney. GVSUD shall maintain all Water System Extension improvements upon proper completion of construction. Developer shall bear any costs of remediation or rehabilitation necessary to bring the Water System Extension into compliance with all state, federal, and GVSUD standards before acceptance by GVSUD. GVSUD shall have the sole decision of when the Water System Extension is acceptable. The Water System Extension shall thereafter be owned and maintained by GVSUD; however, Developer shall warrant the construction and suitability of the same for a period of one (1) calendar year and shall bear all costs of repairs and improvements during this warranty period.

9. Cost of the Water System Extension.

(a) Developer shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including without limitation the cost of the following:

(1) Engineering and design;

(2) Easement or right-of-way acquisition;

(3) Construction;

(4) Inspection;

(5) Attorneys' fees;

(6) Governmental or regulatory approvals required to lawfully provide service;

(7) GVSUD's water acquisition charge; and

(8) GVSUD's prescribed capital recovery fee/connection fee (by anticipated meter size), which shall be charged for each lot and/or service connection the Water System Extension is designed to serve for any production, treatment, storage, pressure and transmission facilities to be

added to the District System. GVSUD's capital recovery fee shall not be subject to credit for District System improvements required by Exhibit B, nor shall any credit against GVSUD's capital recovery fee be applied to any Subdivision System improvement. GVSUD may elect to oversize the District System improvements and, if the District so elects, will offset or credit the total capital recovery (impact) fees to be paid by the Developer for oversizing the Water System Extension at GVSUD's request to facilitate other or future GVSUD customers. Any offset credit received shall never exceed the total amount of GVSUD's prescribed capital recovery (impact) fee (by anticipated meter size) and/or water capacity reservation charge, which would otherwise be collected. If GVSUD's obligation to reimburse the Developer for oversizing exceeds the Developer's obligation to pay capital recovery fees, GVSUD shall reimburse the remainder of such oversizing payments, if any, in three equal annual installments after the conclusion of all Water System Extension construction.

(b) Developer shall indemnify GVSUD and hold GVSUD harmless from all of the foregoing costs.

(c) Payment Timing:

(1) A Non-Standard Service Investigation Fee in an amount set by GVSUD's General Manager, in consultation with the GVSUD's consulting engineer and counsel, shall be paid by ACH or cashier's check to GVSUD at the time of initial application for service.

(2) Water acquisition charges for all proposed service connections shall be paid in the amount then in effect under GVSUD's Operations Policy. Water acquisition fees shall be due and payable to GVSUD for the first 100 EDUs of service no later than ninety (90) days following the Effective Date of this Agreement. Water acquisition fees for the remaining 522 EDUs of service shall be due and payable to GVSUD according to the payment schedule attached to and incorporated into this Agreement as **Exhibit C**,

(3) Capital recovery fees shall be paid at the time Developer or its successor requests the initiation of water utility service to a residential or commercial site at the then-effective capital recovery fee amount then in effect and included in GVSUD's Operations Policy.

(4) In the event that GVSUD elects to construct the District System improvements, any funds required for the District System construction shall be escrowed in an interest bearing, federally insured, account in a state-chartered bank located in Bexar County, Texas within thirty (30) days of the acceptance of construction bid(s) by GVSUD. The account shall be in the name of and under the sole control of the GVSUD. Interest accrued thereon shall be retained in the account for the benefit of the Developer. All escrow

and other charges associated with the creation and maintenance of this account shall be borne by Developer. If the amount of the funds to be escrowed exceeds $100,000, the bank shall provide suitable collateral in the form of United States or State of Texas treasury bonds, bills or certificates of obligation suitable as collateral under the Texas Public Funds Investment Act, with said collateral to be held by an agent acceptable to GVSUD. Developer shall be required to maintain the level of funds in said escrow account at no less than ten percent (10%) of the total estimated cost of the District System. If phased development and construction under multiple Non-Standard Service Agreements will be followed, the parties may establish and utilize a single escrow account. All funds remaining in the escrow account at the expiration of the Developer's one-year warranty of the Water System Extension (or the final warranty year if phased development and construction is followed) shall be refunded to Developer. Developer-paid capital recovery (impact) fees or capacity reservation charges shall be paid directly to GVSUD and shall not be subject to escrow but shall be the unrestricted funds of GVSUD. Failure to deliver the funds to GVSUD's business offices within the thirty (30) day period shall void the application for non-standard service and the Developer shall have to reapply and repay all applicable Non-Standard Service Investigation Fees. Upon timely delivery of these funds to the selected bank, GVSUD shall authorize construction to commence.

(d) Except for the one-year warranty provided for in this Agreement, nothing herein shall be construed as obligating the Developer to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by GVSUD and the expiration of the warranty period.

(e) If the Developer requests GVSUD to install meters at service locations during the construction of the Subdivision System infrastructure, Developer shall pay the normal monthly service rates for each meter beginning with the date of installation. Unless the service meter is for the Developer's own permanent use and not for property to be resold to the public in the ordinary course of business, Developer shall pay a customer service deposit then in effect pursuant to GVSUD's Operations Policy per 5/8-inch meter. The deposit shall be increased by the meter equivalency factors in GVSUD's approved Operations Policy for larger meters. Failure to timely pay the service charges and/or deposits for any individual meter shall be grounds for discontinuance and/or refusal of service for all other meters held by Developer.

No construction of any portion of the Subdivision System shall be constructed prior to the time of plat review or construction plan submission for review, whichever is earlier. The connection/capital recovery fees and water acquisition charges to be paid shall be fees included in GVSUD's Operations Policy on the date of payment. Connection fees and water acquisition charges shall not be "grandfathered."

10. Term of Contract and Connection Fees.

Execution of this Agreement shall bind the parties for a period of two calendar years. The Agreement term will extend automatically if the Water System Extension improvements remain under construction, all applicable GVSUD fees have been timely paid, and Developer or its successor has complied with all GVSUD rules and regulations. GVSUD may terminate this Agreement without reimbursement to Developer in the event that any GVSUD cost invoiced to Developer has not been paid to GVSUD within 90 days of the date of invoice.

11. Effect of Force Majeure.

In the event either 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 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, pandemics, 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 inabilities 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 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.

12. Notices.

Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice

shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the GVSUD shall be addressed:

Green Valley Special Utility District
Attn: General Manager
P O Box 99
Marion, Texas 78124
Tel. (830) 914-2330

with copy to:

Shan Rutherford
Terrill & Waldrop, PLLC
810 West 10th Street
Austin, Texas 78701
Tel. (512) 474-9100

Any notice mailed to Developer shall be addressed:

SA Not For You, LLC
Attn: Blake Yantis, Manager
6812 West Avenue, Suite 100
San Antonio, Texas 78213
Tel. (214) 764-9675

Either party may change the address for notice by giving notice of such change in accordance with the provisions of this paragraph.

13. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

14. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

15. 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 of GVSUD and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

16. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable within the state-certificated service area of GVSUD.

17. Venue.

Venue for any civil suit arising hereunder shall be in Guadalupe County, Texas. Venue for any administrative law action arising hereunder shall be vested in the applicable state agency and the appropriate courts of Travis County, Texas.

18. Successors and Assigns.

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

19. Assignability.

The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of the GVSUD, which consent will not be unreasonably withheld. GVSUD may assign this Agreement to any other retail public utility authorized by the TCEQ and/or Public Utility Commission of Texas to serve the Property.

20. Effective Date.

This Agreement shall be effective from and after the date of due execution by all Parties.

21. Conflict.

In the event there is determined to be a conflict between the terms of this Agreement and the provisions in GVSUD's Operations Policy governing the same matter, GVSUD's Operations Policy shall prevail.

22. <u>Recitals Incorporated</u>.

The recitals to this Agreement are incorporated herein by reference for all purposes.

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.

GVSUD	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____

GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT

Exhibit A – Legal Description of the Property

EXHIBIT "A"

TRACT 1 – 59.241 acres:

All that certain tract or parcel of land situated in Guadalupe County, Texas, being a part of the Jose Flores Survey being Abst. #134, Wm. Bracken Patentee, Pat. #11, Vol. 8, patent dated April 14, 1848, and being part of a tract of 100 acres conveyed to Albert Achterberg by Fr. Achterberg by deed dated March 4, 1895, and recorded in Book 17 pages 119 and all of a 50 acre tract conveyed to Albert Achterberg by Fr. Achterberg and wife by deed dated April 3, 1895 and recorded in Book 18 pages 174 & 175 of the Guadalupe County Deed Records, and being by metes and bounds described as follows:

BEGINNING at the north corner of said 50 acre tract a stake set in the S.E. line of Charles Stapper's land and corner of the Public County Road;

THENCE S. 30 deg. E. with west boundary of said public road at 477 vrs. the north corner of said 100 acre tract, 707 vrs. to the north corner of a 73¼ acre tract conveyed by Albert Achterberg to Herman Rosenbrock and wife on February 20, 1922;

THENCE S. 60 deg. W. with line of said Herman Rosenbrock to the west corner of same and north corner of this tract;

THENCE N. 30 deg. W. with the west line of said 100 and 50 acre tracts 706 vrs. to a stake in the S.E. line of Charles Stapper's land and west corner of this tract;

THENCE N. 60 deg. E. with north line of said 50 acre tract and S.E. line of Charles Stapper's tract 585 vrs. to the place of beginning and being 73¼ acres of land.

LESS AND EXCEPT 0.45 acre more or less conveyed to Guadalupe County by William Fritz by deed dated March 28, 1936, recorded in Vol. 267, page 125 of the Deed Records of Guadalupe County, Texas.

SAVE & EXCEPT

A 1.79 acre tract of land conveyed by Marvin Schmoekel and wife, Lillian Schmoekel, to Dennis C. Schmoekel et ux by deed dated March 2, 1977, recorded in Volume 532, Pages 104-106, of the Deed Records of Guadalupe County, Texas.

And

SAVE & EXCEPT

All that certain 11.589 acre, more or less, tract situated in the Jose Flores Survey, A-134, Guadalupe County, Texas. Said 11.589 ACRE TRACT is off the northwest end of a tract called 73-1/4 acres in conveyance from Marvin Schmoekel to Arthur Schmoekel dated January 29, 1953, recorded in Volume 263, Page 350 of the Deed Records of said county and being described by metes and bounds as follows:

BEGINNING at a one inch diameter iron pipe found marking the west corner of the tract herein described, same being the west corner of said 73-1/4 acre tract, being the north corner of residue called 100.15 acre tract in conveyance from Sue Bridges Holman to Sue Bridges Holman, et al, Trustees dated June 28, 2013, recorded in Volume 4105, Page 73 of the Official Records lying in the southeast line of residue called 88.712 acres in conveyance from National Bank of Commerce of San Antonio to Marvin Schmoekel dated April 2, 1983, recorded in Volume 665, Page 300 of the Official Records of said county.

THENCE with the northwest line of the tract herein described, same being the common line of said 73-1/4 acre tract with that of said 88.712 acre tract, a tract called 5.001 acres in conveyance from Lillian Schmoekel to Dean A. Schmoekel, et ux dated August 23, 2010, recorded in Volume 2904, Page 299 of the Official Records, called 0.750 acre in conveyance from Marvin Schmoekel, et ux to Dean A. Schmoekel dated May 12, 1987, recorded in Volume 807, Page 449 of the Official Records, and said residue called 88.712 acre tract N 58° 34' 46" E at 178.34 feet a 1/2 inch diameter rebar found with cap (B&A) marking a southeast corner of said 88.712 acre tract, south corner of said 5.001 acre tract and at 1618.95 feet (called N 60° E) a 1/2 inch diameter rebar set with cap (B&A) marking the north corner of the tract herein described, same being the north corner of said 73-1/4 acre tract lying in the southeast line of said residue 88.712 acre tract, the west corner called 0.45 acre tract in conveyance from William Fritz to Guadalupe County dated March 31, 1937, recorded in Volume 167, Page 125 of the Deed Records and lying in the southwest line of Stolte Road.

THENCE with the northeast line of the tract herein described, same being a segment of the common line of said 73-1/4 acre tract with that of said 0.45 acre tract and along a segment of the southwest line of said Stolte Road S 30° 57' 53" E 311.79 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the east corner of the tract herein described. Said rebar bears N 30° 57' 53" W 590.85 feet from a one inch diameter iron pipe found marking the north corner of a tract called 1.79 acres in conveyance from Marvin Schmoekel, et ux to Dennis C. Schmoekel, et ux dated March 11, 1977, recorded in Volume 532, Page 104 of the Deed Records of said county.

THENCE with the southeast line of the tract herein described into and across said 73-1/4 acre tract S 58° 34' 46" W at 809.70 feet a 1/2 inch diameter rebar set with cap (B&A) and at 1619.40 feet a 1/2 inch diameter rebar set with cap (B&A) marking the south corner of the tract herein described lying in the common line of said 73-1/4 acre tract with that of said residue 100.15 acre tract.

THENCE with the southwest line of the tract herein described along a segment of the common line of said residue 73-1/4 acre tract with that of said residue 100.15 acre tract N 30° 52' 55" W (called N 30° W) 311.79 feet to the PLACE OF BEGINNING and containing 11.589 ACRES OF LAND. (Basis of bearing is Geodetic North as per GPS observation dated April 6, 2018. Field notes are according to an on-the-ground survey dated May 9, 2018, made by KEN L. REININGER, P.E. & R.P.L.S.)

TRACT 2 – 30 acres:

All that certain tract or parcel of land in Guadalupe County, Texas, being the Northwest portion of the 73.25 acre tract out of the Jose Flores Survey No. 63, conveyed to Herbert Pfeil and wife to W.A. Schaefer and wife by deed dated Mar. 12, 1951 and recorded in Vol. 250, page 446 if the deed records of Guadalupe County, Texas; said Northwest portion being more particularly described by metes and bounds as follows:

BEGINNING at the North corner of the 73.25 acre tract, a point in the Southwest line of a fifty foot county road;

THENCE S. 30 deg. E. along the Southwest line of said fifty foot road and the Northeast line of the 73.25 acre tract, 805.2 feet to a stake for E. corner of this portion;

THENCE S. 60 deg. W. 1623 feet to a point in the Southwest line of the 73.25 acre tract, for South corner of this portion;

THENCE N. 30 deg. W. along the Southwest line of the 73.25 acre tract; 805.2 feet to its West corner, for West corner of this portion;

THENCE N. 60 deg. E. along the NW line of the 73.25 acre tract, 1623 feet to its North corner and the place of beginning; containing thirty acres of land according to field notes compiled by R. S. Jahn, Surveyor on October 5, 1957.

TRACT 3 – 9.09 acres:

BEGINNING at the Southeast corner of that certain 30 acre tract of land, more or less, conveyed to Marvin Schmoekel by deed dated October 9, 1957, recorded in Vol. 311, pages 528-9 of the deed records of Guadalupe County, Texas, a point in the Southwest line of a 50 foot county road; for point of beginning; said point being S 30° E 805.2 feet from the North corner of said 73.25 acre tract of land; THENCE South 60° W 1623 feet with the Southeast line of said 30 acre Schmoekel tract to a point in the SW line of the aforesaid 73.25 acre tract; THENCE S. 30° E. with the Southwest line of said 73.25 acre tract 552.8 feet, more or less, to the Northwest corner of that certain 23 acre tract of land conveyed by W. A. Schaefer et ux to the Veterans' Land Board of Texas by deed dated August 13, 1954, recorded in Vol. 273, Pages 198-9 of the deed records of Guadalupe County, Texas; THENCE N. 60° E. 1527 feet with the Northwest line of the tract of land aforesaid conveyed to the Veterans' Land Board of Texas; THENCE following such line N 30° W 39 feet; THENCE continuing along such line N. 60° E 96 feet to a point in the Southwest line of a 50 foot county road for East corner of the tract of land herein conveyed and North corner of the tract of land conveyed to The Veterans' Land Board of Texas aforesaid; THENCE North 30° W along Southwest line of 50 foot county road 515.8 feet to the place of beginning; and being all of that certain 73.25 acres of land aforesaid, less and except however the 23 acre tract of land aforementioned and conveyed to

the Veterans' Land Board of Texas and that certain 30 acres of land conveyed to Marvin Schmoekel by deed aforesaid.

SAVE & EXCEPT

All that certain 11.16 acres of land situated in the Jose Flores Survey, Abst. 134, Guadalupe County, Texas. Said 11.16 acre tract is part of a tract called 20.25 acres (hereinafter called the parent tract) in conveyance from Elmond Bornemann et ux to Marvin Schmoekel et ux by deed recorded in volume 338 at page 445 of the deed records of said county and is described by metes and bounds as follows:
BEGINNING for reference at the intersection of the northwest line of County Road number 308 and the southwest line of County Road number 310;
THENCE north 29 deg. 16' west 618.0 feet to a fence corner marking the east corner of the parent tract and place of beginning of the tract herein described;
THENCE with fence along the northwest line of a tract called 23 acres in conveyance to the Veterans' Land Board of the State of Texas by deed recorded in volume 273, at page 198 and the southeast line of the parent tract, ends of all courses being marked with iron stakes as follows:
south 60 deg. 40' west 95.1 feet to a fence corner;
thence south 28 deg. 06' east 37.2 feet to a fence corner;
thence south 59 deg. 48' west 709.2 feet;
thence south 60 deg. 39' west 823.2 feet to the south corner of the parent tract;

THENCE with trace of fence along the southwest line of the parent tract, north 28 deg. 52' west 532.6 feet to the west corner of the tract herein described;
THENCE into the parent tract along the northwest line of the tract herein described, as follows:
north 60 deg. 39' east 812.6 feet;
thence south 30 deg. east 465.4 feet;
thence north 59 deg. 48' east 806.1 feet to a point in the southwest line of County Road number 310 and situated south 29 deg. 04' east 482.5 feet from a concrete monument found marking the north corner of the parent tract;

THENCE with said southwest line south 29 deg. 04' east 31.4 feet to the place of beginning, all corners of the tract herein described marked with iron stakes and containing 11.16 acres of land.

GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT

Exhibit B – Water Service Feasibility Study for the Property

UTILITY ENGINEERING GROUP

Memorandum

Date: September 22, 2026

To: Mr. Travis Basham
District Engineer & AGM
Green Valley Special Utility District
605 FM 465
Marion, Texas 78124

From: Utility Engineering Group, PLLC
Garry Montgomery, P.E.
191 N. Union Avenue
New Braunfels, Texas 78130



RE: Schmoekel Tract – Stolte and Schmoekel Road – City of Cibolo ETJ – Water Service Request

Project Name: Schmoekel Tract
Equivalent Dwelling Unit (EDU) requested: 620 Residential, 2 Irrigation EDUs

Project Description: GVSUD received a request for service for a 620 lot residential subdivision within the District's water CCN. The development will be completed as a phased development.

Project Service Requirements: To serve the tract, the applicant will be required to connect to the existing 12 inch waterline south of the tract on Bolton Road and extend a 12-inch waterline through their development frontage along Stolte Road.

Developer Cost: The developer cost associated with these meter sets are estimated to total $9,798,844.94 for impact fee, water acquisition fees, tap, meter set, and deposit. Final fees will be based on the then applicable fee at the time that the payment is due to the District as approved by the Board of Directors. The waterline extension is estimated to cost $856,208.

GVSUD Cost: No GVSUD oversizing or extension costs are associated with this application.

Contract Conditions: All standard contract provisions apply.

- End Memo -

Green Valley Special Utility District

Schmoekel Tract Water Service Feasibility Study

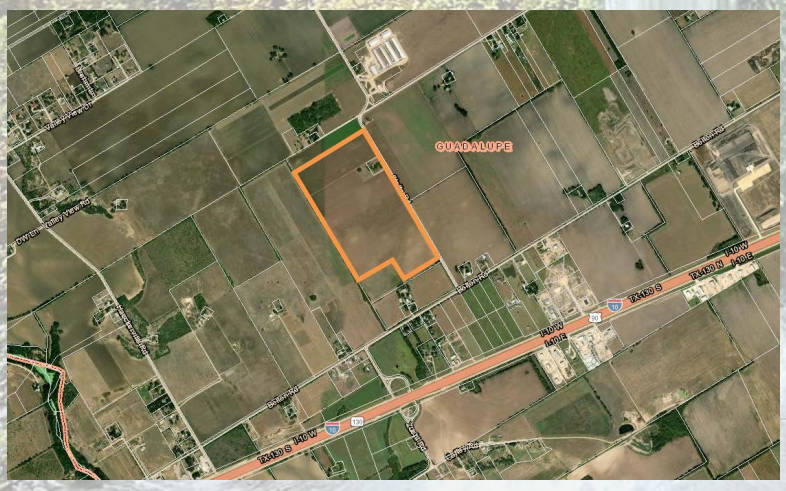
May 2024

Revised September 2026

Prepared by:
Utility Engineering Group, PLLC
191 N. Union Avenue
New Braunfels, Texas 78130
Phone: (830) 214-0521 (Office)
TBPE Firm No. 18712
UEG Project No. 6096-253

STATE OF TEXAS
GARRY D. MONTGOMERY, JR.
114438
LICENSED
PROFESSIONAL ENGINEER

Location Map:



UTILITY ENGINEERING GROUP PLLC

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3. Water Availability 3

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1. Introduction

Green Valley Special Utility District (GVSUD) received the subject application for residential service from Mosaic Development for the property located just south of the Schmoekel Road and Stolte Road intersection in Marion, Texas also referred to as the Schmoekel Tract on May 1, 2024 and a revision request in September 2026.

This feasibility study reviews and analyzes the proposed development layout, required easements, and projected water demand. UEG has included water use projections based on the application for service and historical water use for the District.

Once this feasibility study has been reviewed by GVSUD staff the applicant will receive a copy for review, and if the terms are acceptable a water service contract will be established for the development.

2. Land Use Projections

The subject tract is located within the City of Cibolo Extra Territorial Jurisdiction (ETJ) and Guadalupe County. The property is located south of the intersection of Schmoekel Road and Stolte Road on the west side of the Stolte Road right of way. The property currently is undeveloped and has access to water service from GVSUD. The applicant intends to develop a total of 620 residential lots on the 101.24-acre tract. The applicant has requested a total of 620 - 5/8” x 3/4” water meters for potable demand and 2 irrigation meters for a total of 622 Equivalent Dwelling Units (EDU) The historic water demand for connections within the District has been 0.34 acre-feet per connection, however we typically project a demand of 0.4 acre-feet per connection as a conservative assumption. With the 0.4 acre-feet per connection demand, this request totals 248.8 acre-feet per year.

3. Water Availability

GVSUD currently has adequate water supply available to meet the application request

under the Canyon Regional Water Authority (CRWA) Water Supply Contract through the Wells Ranch Phase II and the ARWA Phase I agreement. To aid in GVSUD's long-term planning efforts, we encourage developers to manage the water resources in the most efficient manner. This can be achieved by reducing irrigation demand, water conservation efforts and ensuring that waterline installation is completed correctly, and with adequate bedding materials. This reduces the number of leaks and associated water losses within the system over time.

Based on the number of services and amount of water requested in this application, UEG concludes that GVSUD has adequate water supply to meet the request for potable water for the proposed subdivision.

4. Existing GVSUD Infrastructure

The following section quantifies the impact to existing GVSUD storage, pumping and distribution infrastructure. This analysis also investigates the impact of the request on the GVSUD water supplies. These supplies include well water and surface/groundwater from the District's Wholesale Provider(s).

4.1 Impact to Water Supply

GVSUD currently has adequate water supply for this development through the District's Wholesale Provider, Canyon Regional Water Authority (CRWA) and the ARWA Phase I project. GVSUD will serve this development from the Bolton Road Meter Station and Wagner Booster Pump Station. These facilities provide adequate pump, storage and production capacity to meet the long-term need of the property based on the application for service. No additional water rights or production capacity is required for the District to meet the request of this application. In the future this tract will be served by Plant 15 on Lower Seguin Road and utilize CRWA Wells Ranch Water.

4.2 Impact to the District's Distribution System

Currently, GVSUD has an existing 12-inch distribution waterline running along Bolton Road south of this development. The applicant will be responsible for the cost of installing their internal waterlines as well as all other appurtenances including fire hydrants within the property which must be compliant with the fireflow criteria of the local jurisdiction. The applicant will also be responsible for installing a 12 inch main along the road frontage of Stolte to tie into the 12 inch main that currently ends near Stolte Road and Bolton Road, south of the development parcel as shown on the attached GIS exhibit. No additional distribution system upgrades will be required by the District.

4.3 Calculated Pressure

The proposed development will be served by the Bolton Road Meter Station, which serves a pressure plane elevation of 821 feet msl. There is a pressure reducing valve at this site, this valve may need to be adjusted depending on build out of the area. Based on the topographic survey, the proposed development has an approximate maximum elevation of 645 feet msl. This equates to 176 feet of head, or a static pressure of 76 psi. The lowest elevation on the tract is 615 msl. This equates to 206 feet of head, or a static pressure of 89 psi.

4.4 Impact to Water Storage

The Wagner Booster Pump Station currently has 4,000,000 Gallons of Storage Capacity onsite for retail customers. This site can also be supplied by the Bolton Road Meter Station depending on system operation. Both supplies provide adequate storage, pumping capacity and pressure. GVSUD also has redundant storage within the distribution system to reliably serve this proposed Subdivision. No additional storage is required to meet this request.

5. Fireflow Demand Request

The applicant is required to meet the fireflow requirements for the authority having jurisdiction over the property location. In this case the applicant's property falls within the City of Cibolo ETJ and Guadalupe County. The county will require compliance with the International Fire Code and the applicant requests 1,000 gpm at 25 psi residual pressure. This is common for residential land uses.

The District has adequate water supply, pumping capacity and distribution lines to meet the fireflow demand requested with the line extensions proposed in Section 4 of this report. The applicant will be responsible for ensuring that the internal water distribution system for the development is adequately sized to meet the required flows and spacing requirements of the applicable local codes.

6. Estimated Costs

The applicant has requested 620 residential connections with 5/8"x 3/4" meters plus 2 standard irrigation meters, totaling 622 EDUs of service. The current cost of 622 commercial EDUs as requested are detailed below:

- Water acquisition fees @ $7,480.77 per EDU = $4,653,038.94
- Water impact fees @ $7,423 per EDU = $4,617,106.00
- Meter cost 5/8-inch @ $850 = $528,700.00 plus actual meter cost;
- Any associated inspections, installation, and fees per policy.

The waterline extension is estimated to cost $856,208 including easements, design, construction and inspection costs.

7. Conclusions and Recommendations

Green Valley Special Utility District's existing water system is capable of serving this proposed development with domestic water service. The conclusions and recommendations outlined in this report are met by the proposed development and

approved by the GVSUD Board of Directors.

The following conditions are provided for GVSUD's consideration:

A. The applicant complies with GVSUD's current policies and pays all applicable fees at the time of Development.
B. The required easement certification is provided on the recorded plat and any required easements are dedicated to the District. Attachment 2 contains the certification required by the District. If a right-of-way dedication is required by the City, additional easement and expenses may be assessed.
C. GVSUD staff and consultants approve the location, size, material type and all appurtenances prior to construction and final acceptance of the project. GVSUD standard waterline specifications and details shall be followed and a GVSUD inspector shall be present during installation and testing of the infrastructure.
D. Electric, telephone, and any other utilities shall remain outside of the GVSUD easement unless specifically agreed to in writing by GVSUD.
E. Fire hydrants shall be spaced as required by the International Fire Code and City of Santa Clara.
F. After construction completion and GVSUD acceptance, all water distribution improvements shall be dedicated to and maintained by GVSUD. The contractor and/or developer shall warranty all construction and material for a period of one year. All system improvements that are not prepared by GVSUD must be submitted to GVSUD for review and approval prior to construction. Any work completed without approved plans and inspection by GVSUD will be removed and/or replaced by the applicant at the sole expense of the applicant.
G. The applicant is responsible for the design and construction of its internal waterline through the development. All easements required by GVSUD shall be granted and/or acquired by the developer. The applicant is also responsible for the cost of extending/tying in to the existing 12 inch waterline on Bolton Road near Stolte Road and terminating the extension at the end of their property on Stolte Road.

This water service feasibility study is subject to the approval and/or modification by the

GVSUD Board of Directors after consideration of the information provided herein and the application of the policies of GVSUD. This study is based on the application for service submitted September 2026 if changes or additions are made to the development this study should be revisited.

Attachment 1 – Easement Certification

GREEN VALLEY SPECIAL UTILITY DISTRICT CERTIFICATE

This land development plat has been submitted to and approved by Green Valley Special Utility District for Easements. Upon request of the Customer and payment of the required fees, the District will provide domestic water service to each lot in this Subdivision, by Agreement with the Developer.

_____Agent
Green Valley Special Utility District

EASEMENT CERTIFICATE

The Owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, dedicates to the Green Valley Special Utility District of Marion, Texas, its successors and assigns, a perpetual Easement marked as "GVSUD Waterline Easement", "GVSUD Sewer Easement" or "GVSUD Reuse Water Easement" as applicable with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water or waste-water transmission, collection and/or distribution lines and appurtenances and any other facilities necessary to serve Grantors' property, as well as the Grantee's current and future system-wide customers, together with the right of ingress and egress under, over and across Grantor's adjacent lands and in all streets and byways for the purpose for which the above mentioned rights are granted, including the right to remove from said lands all trees, shrubs, grasses, pavements, fences, structures, improvements, or other obstructions which may interfere with the facility or the access thereto.

It is agreed and understood that no other utilities shall be installed within our easement to include but not limited to permanent structures and/or buildings, concrete slabs, sidewalks, walls, and pavements. Any monetary loss to Green Valley SUD resulting from modifications required of utility equipment located within said Easements due to grade change or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alterations. Upon entering in and upon said Easement, the District will endeavor to restore the land surface to a useable condition but is not obligated to restore it to a pre-existing condition.

The Easement conveyed herein was obtained or improved through Federal financial assistance. This Easement is subject to the provision of Title VI of the Civil Rights Act of 1964, and the regulations issued pursuant thereto for so long as the Easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

REV 09/23

Attachment 2 – GIS Exhibit

NOT TO SCALE

Length: 3,627.8 Feet

Length: 348.0 Feet

GUADALUPE

Esri, HERE, Garmin, (c) OpenStreetMap contributors, KFW GIS, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, CED GIS, KFW GIS

LEGEND

- Fire Hydrant
- Water Valve
- Water Meter
- 8" Water Lines
- 12" Water Lines
- 24" Water Lines
- Sewer Manhole
- Sewer Lines
- Interval Contour
- Index Contour

Date: May 06, 2024, 3:37:16 PM
THIS MAP WAS PRINTED USING THE GIS CLIENT SERVICE FROM KFW ENGINEERS & SURVEYING

GREEN VALLEY
SPECIAL UTILITY DISTRICT

REVISIONS | ISSUE DATE

Green Valley SUD Web Map

GVSUD

DATE: 05/06/24
DRAWN: KFWGIS | KFW GIS

SHEET NUMBER:
1 OF 1

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Attachment 3 – Developer's Land Plan

LEGEND

- SCHMOEKEL TRACT BOUNDARY
- 40' X 120' (TYPICAL LOTS)
- RIGHT OF WAY
- OPEN SPACE
- DETENTION

DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/Ac.
RESIDENTIAL	620	69.25	8.95
ROW	N/A	21.27	N/A
OPEN SPACE	N/A	10.72	N/A
TOTAL	620	101.24	6.12



MOSAIC DEVELOPMENT
A TB YANTIS COMPANY

SCHMOEKEL TRACT / MASTER LAND PLAN

CIBOLO, TEXAS | MARCH 2024

SCALE: 1"=200'
200 100 0 200

CUDE ENGINEERS
4122 POND HILL ROAD, SUITE 101
SAN ANTONIO, TEXAS 78231
P:(210) 681.2951 F: (210) 523.7112

EST. 1980 CUDE ENGINEERS
SAN ANTONIO | AUSTIN | SAN MARCOS

C:\Users\rchaires\OneDrive - Cude Engineers\C3 Shared Drive\Schmoekel Tract\Exhibits\Schmoekel Tract MLP 40's.dwg 2024/03/05 8:14am rchaires

GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT

Exhibit C – Water Acquisition Fee Payment Schedule

EXHIBIT C

WATER ACQUISITION FEE PAYMENT SCHEDULE

Payment	Scheduled Payment Date	Number of EDUs	Cumulative EDUs	Payment Amount**
1	NSSA Execution	50	50	$374,038.50
2	3/1/2027	40	90	$299,230.80
3	7/1/2027	40	130	$299,230.80
4	11/1/2027	40	170	$299,230.80
5	3/1/2028	40	210	$299,230.80
6	7/1/2028	40	250	$299,230.80
7	11/1/2028	40	290	$299,230.80
8	3/1/2029	40	330	$299,230.80
9	7/1/2029	40	370	$299,230.80
10	11/1/2029	40	410	$299,230.80
11	3/1/2030	40	450	$299,230.80
12	7/1/2030	40	490	$299,230.80
13	11/1/2030	40	530	$299,230.80
14	3/1/2031	40	570	$299,230.80
15	7/1/2031	40	610	$299,230.80
16	11/1/2031	12	622	$89,769.24

*The amount payable with respect to each EDU shall be calculated using the water acquisition fee then in effect under GVSUD's Operations Policy at the time the applicable payment is due. Any dollar amounts shown on the Payment Schedule are illustrative only, are based upon GVSUD's current water acquisition fee of $7,480.77 per EDU and are subject to change.

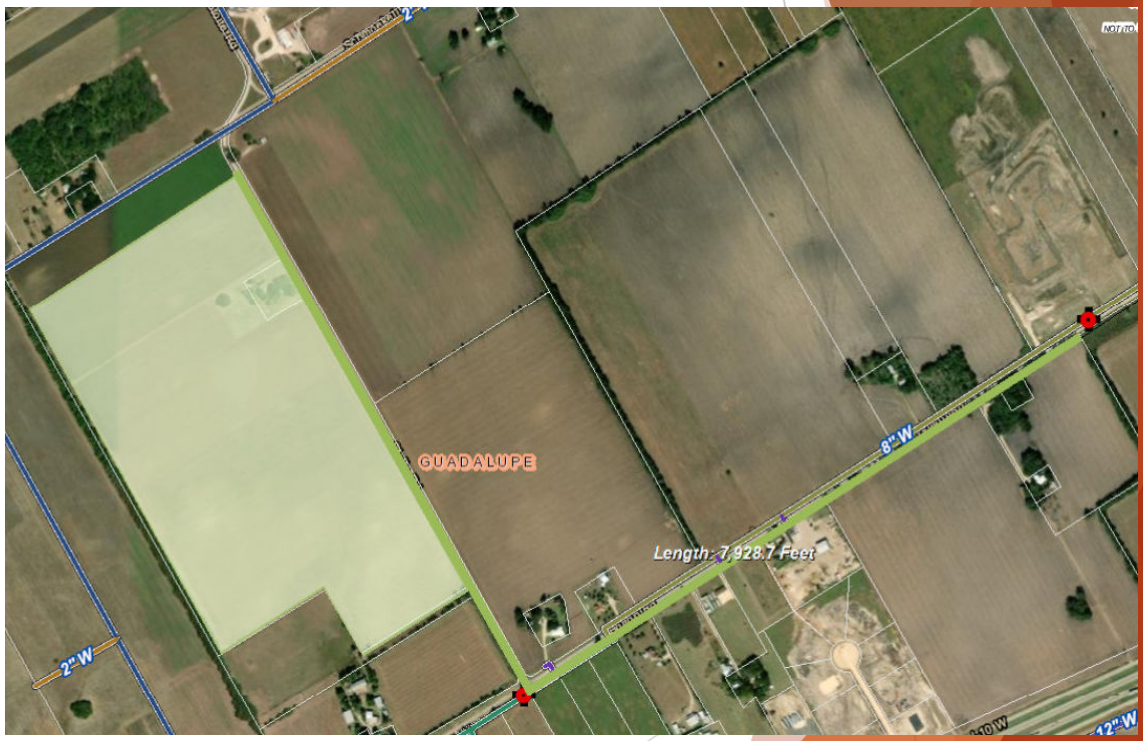
*If developer is not caught up on payments as of design submission, GVSUD will not review designs until payments are made.

*If developer is not caught up on payments as of pre-con scheduling (design approval), a pre-con meeting will not be scheduled until payments are made.

*If developer has remaining payments as of Final Acceptance, Final Acceptance will not be issued until all payments (Water Acquisition and professional services) are made.

Schmoekel Tract WWFS

- The Schmoekel Tract property is located within the City of Cibolo Extra Territorial Jurisdiction (ETJ) and Guadalupe County. The property is located west of Stolte Rd; approximately 200 feet south of the intersection of Stolte Road and Schmoekel Road. 101.24-acre tract.
- 620 EDUs.
- To serve the tract, the developer will need to design the collection system for the development and connect to the collection system along Bolton Road
- The applicant will also be responsible for the cost of easements, design and construction of the offsite gravity main. ($2,204,262)
- Total Fees: $4,949,875.40.



MEMORANDUM

Date: October 6, 2026
Project Name: Schmoekel Tract Subdivision - Water Non-Standard Service Agreement
Applicant: SA Not for You, LLC
Location: South of the Intersection of Schmoekel Road and Stolte Road

Wastewater Development Plan

The Schmoekel Tract property is located within the City of Cibolo Extra Territorial Jurisdiction (ETJ) and Guadalupe County. The property is located west of Stolte Rd; approximately 200 feet south of the intersection of Stolte Road and Schmoekel Road. Currently, the property is vacant and does not have any wastewater service from GVSUD or any other entity. The applicant intends to develop 3 phases on the property with a total of 620 Equivalent Dwelling Units (EDUs). The wastewater connections will adhere to Green Valley's Wastewater planning factors, their Equivalent Dwelling Units (EDU) conversion factors, the anticipated Average Daily Flows, Peak Dry Weather Flow, and Peak Wet Weather Flow projections. The District has the required TPDES permit to serve this tract through the Santa Clara Creek WWTP. This development will utilize capacity in the Santa Clara WWTP, future plant expansion and associated collection system. This development will utilize excess capacity in the plant and permit as currently issued. The District has begun planning the expansion of the WWTP to 1.25 MGD and this development will utilize capacity in that plant. The 24-inch gravity main that this development will utilize has been constructed and is in service. The development will be served by a new gravity main extension to the existing gravity main that is located on the southern right of way of Bolton Road as shown on the attached GIS exhibit, just east of the development. The applicant will be responsible for the offsite sewer extension design with an 18-inch gravity main/manholes, permitting and construction.

Estimated Costs

Currently, the District's cost per Wastewater EDU is $7,983.67 which is a contribution from the developer in aid of construction. The total estimated cost of the 18-inch gravity main extension to and through the development frontage is $2,204,262 for the 7,929 LF of gravity main, manholes, restoration, design and construction administration. The developer will also be responsible for the easements and the cost of design/construction for the offsite sewer main. There are no additional costs to the District at this time.

Recommended Board Action: GVSUD recommends approval. The proposed development can be feasibly served by GVSUD, subject to the developer meeting all requirements and paying associated fees.

GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD WASTEWATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between SA Not for You, LLC (the "Developer"), and Green Valley Special Utility District ("GVSUD" or the "District") (collectively, Developer and GVSUD are the "Parties").

WHEREAS, Developer is engaged in developing that certain approximately 101.24 acres of land located approximately 200 feet south of the intersection of Schmoekel Road and Stolte Road within the extraterritorial jurisdiction of the City of Cibolo, Guadalupe County, Texas, said land being hereinafter referred to as "the Property" and identified by full legal description on **Exhibit A** attached hereto and incorporated herein for all purposes; and

WHEREAS, GVSUD owns and operates a sanitary sewer system which collects, treats, and disposes of waterborne waste within its state-certificated sewer certificate of convenience and necessity ("CCN") No. 20973 service area; and

WHEREAS, Developer is planning to develop a residential subdivision on the Property, and has requested 620 residential wastewater connections, for a total of 620 Equivalent Dwelling Units ("EDU") of retail wastewater service; and

WHEREAS, Developer has requested and GVSUD to provide such sewer service to the Property through an extension of GVSUD's sewer system, such extension being hereinafter referred to as the "Sewer System Extension";

NOW THEREFORE, LET IT BE KNOWN, that for and in consideration of the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, Developer and GVSUD agree as follows:

1. <u>Application for Service</u>.

GVSUD is the holder of the water CCN for the area containing the Property and is the holder of the sewer CCN for the area that includes the Property. To ensure the orderly development of both utility services and to prevent a landowner from connection to sewer service without the knowledge of GVSUD, Developer shall apply for both water and sewer utility services at the same time. Water service will not be provided to an individual tract until a sewer service application has been made. An exception to this requirement shall be made only for irrigation meters or

other water services to premises that will not produce waterborne waste, such as a swimming pool.

2. <u>Sewer System Extension</u>.

The "Sewer System Extension" consists of: (1) the Subdivision Collection System; and (2) the District System, defined below, and shall be designed and constructed to provide tariffed non-standard wastewater utility service to the Property. The Sewer System Extension shall be engineered in accordance with the applicable specifications of the GVSUD and all governmental agencies having jurisdiction. The non-standard service requirements of the Property are set forth in the September 22, 2026 Schmoekel Tract Wastewater Service Feasibility Study, attached hereto and incorporated herein for all purposes as **Exhibit B**. The Sewer System Extension must be sized to provide continuous and adequate sewer service to the Property based on plans for the development of the Property provided to GVSUD by the Developer.

The terms and conditions for the extension of GVSUD's retail public utility sanitary sewer service are specified in Exhibit B and GVSUD's Operations Policy. Except as specified in this Agreement, the terms and conditions of service identified in Exhibit B shall control.

a. <u>Subdivision Collection System</u>.

The sewer collection lines, sewer service lines, and related portions of the collection system infrastructure within the boundaries of the Property (the "Subdivision Collection System") shall be engineered and designed by Developer's consulting engineer, which engineer shall be responsible for overseeing the construction of the Subdivision Collection System under the applicable rules of the Texas Commission on Environmental Quality ("TCEQ") and the Texas Board of Professional Engineers ("TBPE"). All engineering and designs for the Subdivision Collection System must be reviewed and approved by GVSUD's consulting engineer prior to the commencement of any utility system construction on the Property. Any changes made to the infrastructure or design must be approved by GVSUD.

Developer shall construct, at its expense, all Subdivision Collection System infrastructure within the Property necessary to provide public utility services as described in Exhibit B. Developer shall bear all costs of such design and construction and shall warrant the infrastructure additions for one calendar year after they are placed into commercial operation by GVSUD. Developer shall also reimburse GVSUD for all reasonable costs incurred by the District in having GVSUD's engineers review and oversee the Developer's plans and construction.

Developer shall provide a TCEQ approval letter and conveyance system capacity calculation for each phase of the Subdivision Collection System designed as

referenced in GVSUD Wastewater Standards and Design Guidelines for Developer Utilities and GVSUD Wastewater Standard Details.

b. District System.

The District System improvements shall include all sewer transmission and treatment facilities, including the Santa Clara Creek No. 1 Wastewater Treatment Plant and, as may be necessary, lift station and wet wells, located inside or outside the Property, each of which shall be engineered and designed by GVSUD's consulting engineer, who shall also be responsible for overseeing the construction of the Subdivision Collection System under the applicable TCEQ and TBPE rules.

Developer shall be responsible for the costs associated with easement acquisition, permitting and construction costs associated with the District System extension, which consists of the infrastructure required to connect the Subdivision Collection System by gravity main to the GVSUD collection main along Bolton Road. Developer acknowledges and agrees that service to the Property will require completion and placement into service of the expansion of the Santa Clara Creek No. 1 Wastewater Treatment Plant to 1.25 million gallons per day average flow, which expansion is currently in the final design and financing phase.

All engineering and designs for the Sewer System Extension must be reviewed and approved by GVSUD's consulting engineer prior to the issuance of any request for bids for the construction of the Sewer System Extension and the commencement of any utility system construction on the Property. After completion of the plans and specifications by the Developer's and GVSUD's consulting engineers and their approval by the GVSUD's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Sewer System Extension." If these requirements change due to material changes to the requested service plan by Developer or changes in Sewer Utility system rules by the TCEQ, the changes in GVSUD's facilities and service capacities necessitated by these actions shall be designed and constructed by GVSUD at the Developer's cost.

3. Required Easements or Rights-of-Way.

Developer shall be responsible for dedicating any easements inside the Property at its cost. Developer shall further be responsible for all costs associated with GVSUD's acquisition of easements on privately owned land determined by GVSUD to be necessary for the construction of the Sewer System Extension, including the cost of any consent or release required by any person or entity having a lien or other security interest in the easement or real property to be encumbered by said easement. Electric, telephone, and any other utilities shall remain outside of the GVSUD easement unless specifically consented to in writing by GVSUD. In the event that GVSUD is required to exercise its statutory right of eminent domain to obtain any easement determined by GVSUD to be necessary for the Sewer

System Extension, Developer shall be responsible for all such costs, including, but not limited to, all consideration and litigation costs of the condemnee and all GVSUD litigation costs, including witness and special commissioner fees, appraisals and right-of-way subcontractor fees. GVSUD may require Developer to escrow all such projected costs before initiating any condemnation actions. Developer acknowledges and consents to any delays to final provision of retail sanitary sewer utility service to the Property arising from condemnation proceedings initiated to obtain the necessary easement(s).

All pipeline easements assigned to GVSUD hereunder shall be not less than 20-feet in width. The final easement sizing shall be determined by GVSUD during design and plan review. The pipeline easement(s) shall be located on private property along a route that best facilitates the most reliable and efficient operation of the Sewer System Extension. If such optimal route adversely affects the Developer, Developer may request an alternate course of the easement except that when the pipeline(s) or plant is installed, the easement herein granted shall be limited to a strip of land in a width to be determined during design and plan review. GVSUD's consulting engineer shall have the final decision on the location and sizing of all required easements.

If necessary for the optimum provision of both water and sewer service, as determined in the sole discretion of GVSUD's consulting engineer, the required easements may be used for the installation of both water and sewer lines. If this is done, the distance between the water and sewer lines as installed must be at least 1.25x the minimum spacing requirements set forth in TCEQ rules (30 TAC §290(d)). If additional easements are necessary to accommodate this spacing requirement, the easement granted to GVSUD shall be increased accordingly to ensure the protection of the public drinking water supply.

There shall be a construction easement of equal width parallel and adjacent with said easement for the period necessary to construct and test public utility pipelines and such other utility plant with the easement. After the newly constructed pipeline, utility plant or other facilities have been constructed and placed into commercial operation, this construction easement shall terminate.

Developer shall provide GVSUD with all the sites necessary to construct and operate the District System improvements. The site(s) shall be conveyed in fee or, with GVSUD's consent, by exclusive permanent recorded easement. Developer shall also provide GVSUD with all pipeline, utility, ingress/egress and sanitary control easements identified by GVSUD's consulting engineer and attorney as necessary to the use of said site(s) for sewer utility purposes. All ingress/egress easements shall be sufficient to construct and maintain an all-weather road from the site(s) to the nearest public road.

4. Construction of the Sewer System Extension.

a. Subdivision Collection System.

(1) Developer shall select its own contractor for the construction of the Subdivision Collection System, subject to GVSUD's right to reject such selection if GVSUD, its consulting engineer or its attorney has had unacceptable prior experience with said contractor and/or his work. If GVSUD rejects Developer's designated contractor, Developer shall be authorized to select another contractor or to request GVSUD to obtain a suitable contract through the same bid procedures to be used on the District System improvements. No construction will commence until plans and specifications for the Subdivision Collection System have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law.

(2) The Subdivision Collection System shall be constructed in accordance with the approved plans and specifications. GVSUD shall have the right to inspect all phases of the construction of the Subdivision Collection System. Developer must give written notice to GVSUD of the date on which construction of the Subdivision Collection System is scheduled to begin so that GVSUD may assign an inspector. GVSUD may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors.

b. District System.

GVSUD's consulting engineer, at Developer's expense, shall advertise for bids for the construction of any required District System improvements in accordance with generally accepted bidding practices and shall award the contract for the construction of the District System subject to the approval of GVSUD's Board of Directors. If Developer desires that a specific contractor construct the required District System extension facilities and infrastructure, Developer's designated contractor shall have a right to bid on the construction contract; however, this right to bid shall in no way assure Developer or his designated Contractor that GVSUD's Board will select that bid. GVSUD may reject any bid, contractor or subcontractor. No construction will commence until plans and specifications for the District System improvements, if any are required, have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law. GVSUD shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, or certificates.

c. Limitation of Liability.

GVSUD shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, certificates or contractor acceptable to both GVSUD and

Developer. GVSUD shall have no liability whatsoever for the acts and omissions of Developer, his engineer(s), his contractor(s) or his subcontractor(s). GVSUD shall have no liability or responsibility to third persons for the materials and supplies used by Developer. Developer's liability or responsibility to GVSUD for the materials and supplies used shall be limited to the one-year warranty. Developer shall be responsible and liable for the safety of the work site and the preservation of materials and equipment related to the Subdivision Collection System. Developer shall hold GVSUD harmless for any claims, demands, suits or causes of action related to the Sewer System Extension. Developer shall indemnify GVSUD for all expenses or damages incurred by GVSUD, including attorney and litigation costs, related to the Sewer System Extension until it is accepted by GVSUD. All rights and protections of GVSUD in this Paragraph shall be extended to GVSUD's directors, officers, employees, attorney(s), engineer(s), contractor(s), and subcontractor(s).

5. Subdivision Restrictions.

Developer shall create and enforce a permanent and irrevocable subdivision deed, plat, or other restrictions and/or covenants running with the land that shall prohibit the construction of onsite sewage facilities, private potable water systems, or water wells within the subdivision.

6. Dedication of Sewer System Extension to GVSUD.

Upon proper completion of construction of the Sewer System Extension and final inspection thereof by GVSUD, the Sewer System Extension shall be dedicated to GVSUD by an appropriate legal instrument approved by GVSUD's Attorney. Developer shall bear any costs of remediation or rehabilitation necessary to bring the Sewer System Extension into compliance with all state, federal, and GVSUD standards before acceptance by GVSUD. GVSUD shall have the sole decision of when the Sewer System Extension is acceptable. The Sewer System Extension shall thereafter be owned and maintained by GVSUD save and except for the lift station and forcemain, which shall be owned and maintained by Developer and its assigns. Developer shall warrant the construction and suitability of the Sewer System Extension for a period of one (1) calendar year and shall bear all costs of repairs and improvements during this warranty period.

7. Cost of the Sewer System Extension.

(a) Developer shall pay all costs associated with the Sewer System Extension as a contribution in aid of construction, including without limitation to the cost of the following:

(1) engineering and design;

(2) easement or right-of-way acquisition;

(3) construction;

(4) inspection;

(5) attorneys' fees;

(6) governmental or regulatory approvals required to lawfully provide service, including all costs of amending GVSUD's certificate of convenience and necessity;

(7) GVSUD's Contribution in Aid of Construction ("CIAC")/connection fees for the Santa Clara Creek drainage basin, which shall be calculated based on the average daily flow to the treatment plant, inclusive of the number of EDU of capacity in the Santa Clara Creek No. 1 Wastewater treatment Plant required to serve the Property as approved by GVSUD's board of directors and in effect at the time the CIAC payment is due and owing to GVSUD. Any required oversizing of the Sewer System Extension necessitated by the development of the Property shall be the sole cost responsibility of Developer and shall not be eligible for any credit against the CIAC/sewer connection fees otherwise due and payable.

(b) Developer shall indemnify GVSUD and hold GVSUD harmless from all the foregoing costs.

(c) Payment of Contribution in Aid of Construction:

(1) Developer shall pay CIAC fees for all proposed service connections within ninety (90) days following the Effective Date of this Agreement. The prescribed CIAC shall be the amount reflected in GVSUD's Operations Policy for the Santa Clara Creek drainage basin at the time payment is due and owing.

(2) All funds required for any District System improvements shall be escrowed in an interest bearing, federally insured, account in a state-chartered bank doing business in Guadalupe County, Texas within thirty (30) days of the acceptance of construction bid(s) by GVSUD. The account shall be in the name of and under the sole control of the GVSUD. Interest accrued thereon shall be retained in the account for the benefit of the Developer. All escrow and other charges associated with the creation and maintenance of this account shall be borne by Developer. If the amount of the funds to be escrowed exceeds $100,000, the bank shall provide suitable collateral in the form of United States or State of Texas treasury bonds, bills or certificates of obligation

suitable as collateral under the Texas Public Funds Investment Act said collateral to be held by an agent acceptable to GVSUD. Developer shall be required to maintain the level of funds in said escrow account at no less than ten percent (10%) of the total estimated cost of the Transportation System. If phased development and construction under multiple Non-Standard Service Agreements will be followed, the parties may establish and utilize a single escrow account. All funds remaining in the escrow account at the expiration of the Developer's one-year warranty of the Sewer System Extension (or the final warranty year if phased development and construction is followed) shall be refunded to Developer. Developer-paid CIAC shall be paid directly to GVSUD at construction plan approval and shall not be subject to escrow but shall be the unrestricted funds of GVSUD. Failure to deliver the funds to the GVSUD's business offices within thirty (30) days of such approval shall void this Agreement and the application for non-standard service and the Developer shall have to reapply and repay all applicable Non-Standard Service Investigation Fees. Upon timely delivery of these funds to the selected bank, GVSUD shall authorize construction to commence.

(d) Except for the one (1) year warranty provide in the Agreement, and except for the lift station and force main expansion or construction which Developer and its assigns will own and maintain, nothing herein shall be construed as obligating the Developer to maintain the Sewer System Extension subsequent to its dedication and acceptance for maintenance by GVSUD and the expiration of the warranty period.

(e) If the Developer requests GVSUD to install active service connections at service locations during the construction of the Subdivision Collection System infrastructure, Developer shall pay the normal monthly service rates for each connection beginning with the date of installation. Failure to timely pay the service charges and/or deposits for any individual service connection shall be grounds for discontinuance and/or refusal of service for all other service connection held by Developer.

8. <u>Service from the Sewer System Extension</u>.

(a) After proper completion and dedication of the Sewer System Extension to GVSUD, save and except for any required lift station and/or forcemain, which shall be owned and maintained by Developer, and upon completion of the 1.25 million gallons per day expansion of GVSUD's Santa Clara Creek No. 1 Wastewater Treatment Plant, as specified in Exhibit B to this Agreement, GVSUD shall provide continuous and adequate sewer service to the Property under the requirements of GVSUD's state-issued certificate of convenience and necessity, PUC regulations, and all duly adopted rules and regulations of GVSUD and payment of the following:

(1) All standard rates, fees and charges as reflected in GVSUD's approved Operations Policy;

(2) All applicable connection, impact, or Contribution in Aid of Construction fees adopted by GVSUD and then in effect at the time of payment is due and owing to GVSUD under this Agreement; and

(3) Any applicable reserved service charge adopted by GVSUD.

(b) By execution of this Agreement, Developer specifically acknowledges and agrees that, as provided in Exhibit B to this Agreement, requested service to the final construction phase of the Property will not be provided until completion of the 1.25 million gallons per day expansion of the Santa Clara Creek No. 1 Wastewater Treatment Plant. GVSUD shall act with reasonable prudence to complete design and construction of the Treatment Plant expansion, but expressly disclaims any liability regarding delays associated with the planned Treatment Plant expansion.

(c) Unless the prior approval of GVSUD is obtained, the Developer shall not:

(1) construct or install additional sewer lines or facilities to service areas outside the Property;

(2) add any additional lands to the Property for which sewer service is to be provided pursuant to this agreement; or

(3) connect or serve any person or entity who, in turn, sells sewer service directly or indirectly to another person or entity.

9. <u>Cost Changes</u>.

Due to the variable market for needed materials and supplies, quotations for the estimated cost of construction of utility plant and/or upgrades that will be necessary to meet the service demands of the service application shall be good only for the date of presentation by GVSUD's engineer and/or contractor. For purposes of this Agreement, the "date of presentation" means the date the quotations and Sewer System Extension plans were presented to and approved by GVSUD's Board of Directors. Following the date of presentation, materials and supplies for construction may include an adjustment to reflect current market prices if such changes are found reasonable and approved in writing by GVSUD's consulting engineer. All costs of change orders or other modifications of the engineered design and/or TCEQ-approved plans shall be borne by Developer unless such changes or modifications are made at GVSUD's request for the sole benefit of other GVSUD customers.

10. Term of Contract and Connection Fees.

Execution of this Agreement shall bind the parties for a period of two calendar years. The Agreement term will extend automatically if the Sewer System Extension improvements remain under construction, all applicable GVSUD fees have been timely paid, and Developer or its successor has complied with all GVSUD rules and regulations. GVSUD may terminate this Agreement without reimbursement to Developer in the event that any GVSUD cost invoiced to Developer has not been paid to GVSUD within 90 days of the date of invoice.

11. Effect of Force Majeure.

In the event either 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 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, pandemics, 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's 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 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.

12. Notices.

Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice

shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the GVSUD shall be addressed:

Green Valley Special Utility District
Attn: General Manager
P O Box 99
Marion, Texas 78124
Fax (830) 420-4138

with copy to:

Shan Rutherford
Terrill & Waldrop
810 West 10th Street
Austin, Texas 78701
Tel. (512) 474-9100

Any notice mailed to Developer shall be addressed:

SA Not For You, LLC
Attn: Blake Yantis, Manager
6812 West Avenue, Suite 100
San Antonio, Texas 78213
Tel. (214) 764-9675

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

13. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

14. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

15. 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 of the GVSUD and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

16. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable within the state-certificated service area of GVSUD.

17. Venue.

Venue for any civil suit arising hereunder shall be in Guadalupe County, Texas. Venue for any administrative law action arising hereunder shall be vested in the applicable state agency and the appropriate courts of Travis County, Texas.

18. Successors and Assigns.

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

19. Assignability.

The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of the GVSUD, which consent will not be unreasonably withheld. GVSUD may assign this Agreement to any other retail public utility authorized by the TCEQ and/or Public Utility Commission of Texas to serve the Property.

20. Effective Date.

This Agreement shall be effective from and after the date of due execution by all parties.

21. Conflict.

In the event there is determined to be a conflict between the terms of this Agreement and the provisions in GVSUD's Operations Policy governing the same matter, GVSUD's Operations Policy shall prevail.

22. <u>Recitals Incorporated</u>.

The recitals to this Agreement are incorporated herein by reference for all purposes.

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.

GVSUD	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____

GREEN VALLEY SPECIAL UTILITY DISTRICT
WASTEWATER NON-STANDARD SERVICE AGREEMENT

Exhibit A – Legal Description of the “Property”

EXHIBIT "A"

TRACT 1 – 59.241 acres:

All that certain tract or parcel of land situated in Guadalupe County, Texas, being a part of the Jose Flores Survey being Abst. #134, Wm. Bracken Patentee, Pat. #11, Vol. 8, patent dated April 14, 1848, and being part of a tract of 100 acres conveyed to Albert Achterberg by Fr. Achterberg by deed dated March 4, 1895, and recorded in Book 17 pages 119 and all of a 50 acre tract conveyed to Albert Achterberg by Fr. Achterberg and wife by deed dated April 3, 1895 and recorded in Book 18 pages 174 & 175 of the Guadalupe County Deed Records, and being by metes and bounds described as follows:

BEGINNING at the north corner of said 50 acre tract a stake set in the S.E. line of Charles Stapper's land and corner of the Public County Road;

THENCE S. 30 deg. E. with west boundary of said public road at 477 vrs. the north corner of said 100 acre tract, 707 vrs. to the north corner of a 73¼ acre tract conveyed by Albert Achterberg to Herman Rosenbrock and wife on February 20, 1922;

THENCE S. 60 deg. W. with line of said Herman Rosenbrock to the west corner of same and north corner of this tract;

THENCE N. 30 deg. W. with the west line of said 100 and 50 acre tracts 706 vrs. to a stake in the S.E. line of Charles Stapper's land and west corner of this tract;

THENCE N. 60 deg. E. with north line of said 50 acre tract and S.E. line of Charles Stapper's tract 585 vrs. to the place of beginning and being 73¼ acres of land.

LESS AND EXCEPT 0.45 acre more or less conveyed to Guadalupe County by William Fritz by deed dated March 28, 1936, recorded in Vol. 267, page 125 of the Deed Records of Guadalupe County, Texas.

SAVE & EXCEPT

A 1.79 acre tract of land conveyed by Marvin Schmoekel and wife, Lillian Schmoekel, to Dennis C. Schmoekel et ux by deed dated March 2, 1977, recorded in Volume 532, Pages 104-106, of the Deed Records of Guadalupe County, Texas.

And

SAVE & EXCEPT

All that certain 11.589 acre, more or less, tract situated in the Jose Flores Survey, A-134, Guadalupe County, Texas. Said 11.589 ACRE TRACT is off the northwest end of a tract called 73-1/4 acres in conveyance from Marvin Schmoekel to Arthur Schmoekel dated January 29, 1953, recorded in Volume 263, Page 350 of the Deed Records of said county and being described by metes and bounds as follows:

BEGINNING at a one inch diameter iron pipe found marking the west corner of the tract herein described, same being the west corner of said 73-1/4 acre tract, being the north corner of residue called 100.15 acre tract in conveyance from Sue Bridges Holman to Sue Bridges Holman, et al, Trustees dated June 28, 2013, recorded in Volume 4105, Page 73 of the Official Records lying in the southeast line of residue called 88.712 acres in conveyance from National Bank of Commerce of San Antonio to Marvin Schmoekel dated April 2, 1983, recorded in Volume 665, Page 300 of the Official Records of said county.

THENCE with the northwest line of the tract herein described, same being the common line of said 73-1/4 acre tract with that of said 88.712 acre tract, a tract called 5.001 acres in conveyance from Lillian Schmoekel to Dean A. Schmoekel, et ux dated August 23, 2010, recorded in Volume 2904, Page 299 of the Official Records, called 0.750 acre in conveyance from Marvin Schmoekel, et ux to Dean A. Schmoekel dated May 12, 1987, recorded in Volume 807, Page 449 of the Official Records, and said residue called 88.712 acre tract N 58° 34' 46" E at 178.34 feet a 1/2 inch diameter rebar found with cap (B&A) marking a southeast corner of said 88.712 acre tract, south corner of said 5.001 acre tract and at 1618.95 feet (called N 60° E) a 1/2 inch diameter rebar set with cap (B&A) marking the north corner of the tract herein described, same being the north corner of said 73-1/4 acre tract lying in the southeast line of said residue 88.712 acre tract, the west corner called 0.45 acre tract in conveyance from William Fritz to Guadalupe County dated March 31, 1937, recorded in Volume 167, Page 125 of the Deed Records and lying in the southwest line of Stolte Road.

THENCE with the northeast line of the tract herein described, same being a segment of the common line of said 73-1/4 acre tract with that of said 0.45 acre tract and along a segment of the southwest line of said Stolte Road S 30° 57' 53" E 311.79 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the east corner of the tract herein described. Said rebar bears N 30° 57' 53" W 590.85 feet from a one inch diameter iron pipe found marking the north corner of a tract called 1.79 acres in conveyance from Marvin Schmoekel, et ux to Dennis C. Schmoekel, et ux dated March 11, 1977, recorded in Volume 532, Page 104 of the Deed Records of said county.

THENCE with the southeast line of the tract herein described into and across said 73-1/4 acre tract S 58° 34' 46" W at 809.70 feet a 1/2 inch diameter rebar set with cap (B&A) and at 1619.40 feet a 1/2 inch diameter rebar set with cap (B&A) marking the south corner of the tract herein described lying in the common line of said 73-1/4 acre tract with that of said residue 100.15 acre tract.

THENCE with the southwest line of the tract herein described along a segment of the common line of said residue 73-1/4 acre tract with that of said residue 100.15 acre tract N 30° 52' 55" W (called N 30° W) 311.79 feet to the PLACE OF BEGINNING and containing 11.589 ACRES OF LAND. (Basis of bearing is Geodetic North as per GPS observation dated April 6, 2018. Field notes are according to an on-the-ground survey dated May 9, 2018, made by KEN L. REININGER, P.E. & R.P.L.S.)

TRACT 2 – 30 acres:

All that certain tract or parcel of land in Guadalupe County, Texas, being the Northwest portion of the 73.25 acre tract out of the Jose Flores Survey No. 63, conveyed to Herbert Pfeil and wife to W.A. Schaefer and wife by deed dated Mar. 12, 1951 and recorded in Vol. 250, page 446 if the deed records of Guadalupe County, Texas; said Northwest portion being more particularly described by metes and bounds as follows:

BEGINNING at the North corner of the 73.25 acre tract, a point in the Southwest line of a fifty foot county road;

THENCE S. 30 deg. E. along the Southwest line of said fifty foot road and the Northeast line of the 73.25 acre tract, 805.2 feet to a stake for E. corner of this portion;

THENCE S. 60 deg. W. 1623 feet to a point in the Southwest line of the 73.25 acre tract, for South corner of this portion;

THENCE N. 30 deg. W. along the Southwest line of the 73.25 acre tract; 805.2 feet to its West corner, for West corner of this portion;

THENCE N. 60 deg. E. along the NW line of the 73.25 acre tract, 1623 feet to its North corner and the place of beginning; containing thirty acres of land according to field notes compiled by R. S. Jahn, Surveyor on October 5, 1957.

TRACT 3 – 9.09 acres:

BEGINNING at the Southeast corner of that certain 30 acre tract of land, more or less, conveyed to Marvin Schmoekel by deed dated October 9, 1957, recorded in Vol. 311, pages 528-9 of the deed records of Guadalupe County, Texas, a point in the Southwest line of a 50 foot county road; for point of beginning; said point being S 30° E 805.2 feet from the North corner of said 73.25 acre tract of land; THENCE South 60° W 1623 feet with the Southeast line of said 30 acre Schmoekel tract to a point in the SW line of the aforesaid 73.25 acre tract; THENCE S. 30° E. with the Southwest line of said 73.25 acre tract 552.8 feet, more or less, to the Northwest corner of that certain 23 acre tract of land conveyed by W. A. Schaefer et ux to the Veterans' Land Board of Texas by deed dated August 13, 1954, recorded in Vol. 273, Pages 198-9 of the deed records of Guadalupe County, Texas; THENCE N. 60° E. 1527 feet with the Northwest line of the tract of land aforesaid conveyed to the Veterans' Land Board of Texas; THENCE following such line N 30° W 39 feet; THENCE continuing along such line N. 60° E 96 feet to a point in the Southwest line of a 50 foot county road for East corner of the tract of land herein conveyed and North corner of the tract of land conveyed to The Veterans' Land Board of Texas aforesaid; THENCE North 30° W along Southwest line of 50 foot county road 515.8 feet to the place of beginning; and being all of that certain 73.25 acres of land aforesaid, less and except however the 23 acre tract of land aforementioned and conveyed to

the Veterans' Land Board of Texas and that certain 30 acres of land conveyed to Marvin Schmoekel by deed aforesaid.

SAVE & EXCEPT

All that certain 11.16 acres of land situated in the Jose Flores Survey, Abst. 134, Guadalupe County, Texas. Said 11.16 acre tract is part of a tract called 20.25 acres (hereinafter called the parent tract) in conveyance from Elmond Bornemann et ux to Marvin Schmoekel et ux by deed recorded in volume 338 at page 445 of the deed records of said county and is described by metes and bounds as follows:
BEGINNING for reference at the intersection of the northwest line of County Road number 308 and the southwest line of County Road number 310;
THENCE north 29 deg. 16' west 618.0 feet to a fence corner marking the east corner of the parent tract and place of beginning of the tract herein described;
THENCE with fence along the northwest line of a tract called 23 acres in conveyance to the Veterans' Land Board of the State of Texas by deed recorded in volume 273, at page 198 and the southeast line of the parent tract, ends of all courses being marked with iron stakes as follows:
south 60 deg. 40' west 95.1 feet to a fence corner;
thence south 28 deg. 06' east 37.2 feet to a fence corner;
thence south 59 deg. 48' west 709.2 feet;
thence south 60 deg. 39' west 823.2 feet to the south corner of the parent tract;

THENCE with trace of fence along the southwest line of the parent tract, north 28 deg. 52' west 532.6 feet to the west corner of the tract herein described;
THENCE into the parent tract along the northwest line of the tract herein described, as follows:
north 60 deg. 39' east 812.6 feet;
thence south 30 deg. east 465.4 feet;
thence north 59 deg. 48' east 806.1 feet to a point in the southwest line of County Road number 310 and situated south 29 deg. 04' east 482.5 feet from a concrete monument found marking the north corner of the parent tract;

THENCE with said southwest line south 29 deg. 04' east 31.4 feet to the place of beginning, all corners of the tract herein described marked with iron stakes and containing 11.16 acres of land.

GREEN VALLEY SPECIAL UTILITY DISTRICT
WASTEWATER NON-STANDARD SERVICE AGREEMENT

Exhibit B – Wastewater Service Feasibility Study for the Property

UTILITY ENGINEERING GROUP

Memorandum

Date: September 22, 2026

To: Mr. Travis Basham
Green Valley Special Utility District
605 FM 465
Marion, Texas 78124

From: Utility Engineering Group, PLLC
Garry Montgomery, P.E.
191 N. Union Avenue
New Braunfels, Texas 78130



RE: Schmoekel Tract – City of Cibolo ETJ – Sewer Service Request

Project Name: Schmoekel Tract
Equivalent Dwelling Unit (EDU) requested: 620 Residential EDUs

Project Description: GVSUD received a request for service for a 620 EDU residential development within the District's sewer CCN. The development will be served by the Santa Clara WWTP through the Phase I collection system and an offsite extension to the development.

Project Service Requirements: To serve the tract, the developer will need to design the collection system for the development and connect to the collection system along Bolton Road as shown on the attached GIS exhibit and described in the study. The developer is responsible for the cost of easements, design and construction of the offsite gravity main.

Developer Cost: The developer CIAC fee associated with this application totals $4,949,875.40 at the current rate. The offsite gravity main extension is estimated to cost $2,204,262.

GVSUD Cost: GVSUD cost participation is not required for service to this tract as presented in the study with the exception of the required plant expansion to meet development demand and utilization of the City of Cibolo $600,000 from the MSA once received.

Contract Conditions: Standard contract conditions apply.

- End Memo -



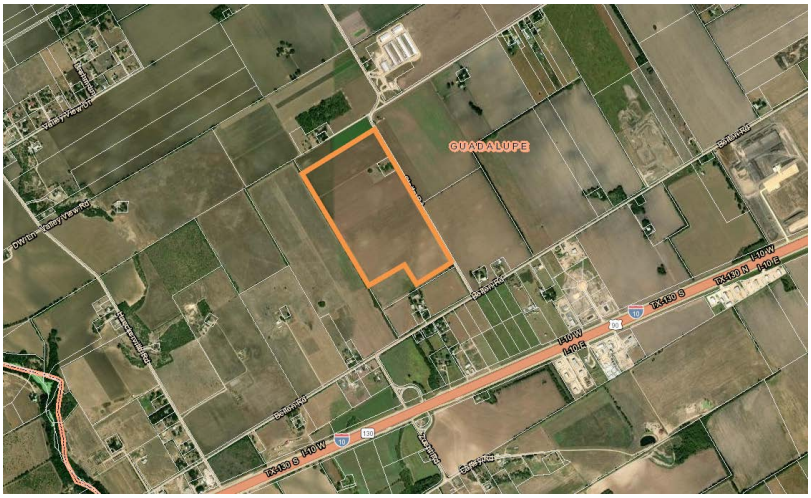
Green Valley Special Utility District

Schmoekel Tract

Wastewater Service Feasibility Study

Revised September 2026

Location Map:



Prepared For:

Green Valley Special Utility District
P.O. Box 99
Marion, TX 78124
Phone: 830-914-2330
Fax: 830-420-4138

Prepared By:

STATE OF TEXAS
GARRY D. MONTGOMERY JR.
114438
LICENSED
PROFESSIONAL ENGINEER

UTILITY ENGINEERING GROUP PLLC

Utility Engineering Group, PLLC
191 N. Union Avenue
New Braunfels, Texas 78130
Phone: (830) 214-0521 (Office)
TBPE Firm No. 18712
UEG Project No. 6096-253

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1. Introduction

Green Valley Special Utility District (GVSUD) received the subject application for non-standard wastewater service from Mosaic Development for their residential development on May 1, 2024 and a revision request in September 2026. Utility Engineering Group, PLLC (UEG) was authorized to prepare a wastewater feasibility study for the proposed development.

This wastewater feasibility study reviews and analyzes the proposed development layout, required easements, and projected wastewater treatment capacities. UEG has included wastewater projections based on the application for service and the land use projections for the development. The design assumptions are consistent with the GVSUD Wastewater Design Criteria and the Texas Commission on Environmental Quality (TCEQ).

Once this feasibility study has been reviewed by GVSUD staff it will be presented to the applicant for review, and if the terms are acceptable, a wastewater service contract will be executed for the proposed development.

2. Land Use Projections

The Schmoekel Tract property is located within the City of Cibolo Extra Territorial Jurisdiction (ETJ) and Guadalupe County. The property is located west of Stolte Rd; approximately 200 feet south of the intersection of Stolte Road and Schmoekel Road. Currently, the property is vacant and does not have any wastewater service from GVSUD or any other entity. The applicant intends to develop 3 phases on the property with a total of 620 Equivalent Dwelling Units (EDUs). Timing of service to this tract will be discussed in further detail in section 4 of this report. The wastewater connections will adhere to Green Valley's Wastewater planning factors, their Equivalent Dwelling Units (EDU) conversion factors, the anticipated Average Daily Flows, Peak Dry Weather Flow, and Peak Wet Weather Flow projections. The evaluation of the overall

connections and actual demand request for this property will be further analyzed and discussed later in this report.

3. Wastewater Service Approach

The District has the required TPDES permit to serve this tract through the Santa Clara Creek WWTP. This development will utilize capacity in the Santa Clara WWTP, future plant expansion and associated collection system.

4. Proposed GVSUD Infrastructure

The following section identifies the demand, impact, and approach the District will take to provide permanent wastewater services to this tract. This analysis will also investigate the impact of the requested services within the District's wastewater system in the near future by proceeding with the District's Wastewater Treatment Facility.

4.1 Impact to Wastewater Demand

The District has experienced growth within this sewershed and has a current discharge permit application pending for a wastewater treatment plant (WWTP) to serve the growth in this sewershed. This development will utilize excess capacity in the plant and permit as currently issued. The District has begun planning the expansion of the WWTP to 1.25 MGD and this development will utilize capacity in that plant.

4.2 District's Collection System and Approach

The Santa Clara Creek No. 1 Wastewater Treatment Plant is located near IH-10 and Linne Rd and is currently in operation. The first phase of the plant is 250,000 gallons per day and the expansion to 2.0 MGD is currently in design and financing phase. GVSUD has also constructed a 14.2 mile gravity trunk main that delivers flow to the Treatment Facility and provide service to over 18,000 acres of service area within the CCN and Santa Clara Creek Sewershed. The 24 inch gravity main that this

development will utilize has been constructed and is in service. The development will be served by a new gravity main extension to the existing gravity main that is located on the southern right of way of Bolton Road as shown on the attached GIS exhibit, just east of the development. The applicant will be responsible for the offsite sewer extension design with an 18-inch gravity main/manholes, permitting and construction.

GVSUD has acquired the required Texas Pollutant Discharge Elimination System Permit (WQ0015360001) to serve the interim phase of the facility consisting of 0.25 million gallons per day (MGD) of treated effluent and included a second phase of 0.75 MGD in the most recent renewal. We will be requesting an amendment to include the 2.0 MGD Phase of the plant. Ultimately, the District will expand the Santa Clara facility to a 2.5 MGD plant which is currently permitted under the same discharge permit.

4.3 Wastewater Planning and Determination

UEG will utilize GVSUD wastewater planning factors in order to provide an accurate flow for both proposed tracts. The contributing factors are as follow:

- Wastewater Flow: 300gpd/EDU
- Infiltration/Inflow: 300gpd/Acre.
- Peaking Factor Dry Weather Flow: 4.0

Landplan Usage	EDU Conversion Factor	Total EDU's	Area (Acres)	Average Dry Weather Flow (GPM)	Peak Dry Weather Flow (GPM)	Peak Wet Weather Flow (GPM)
Schmoekel Tract	6.12	620	101.24	129.2	516.7	537.8

The District's wastewater planning factors were approved by the Board of Directors and are consistent with the Texas Commission on Environmental Quality (TCEQ)

regulations.

4.4 Proposed Land Plan Wastewater Projections

Based on the land plan study, the density per acre equates to 6.12 EDU/AC for the proposed subdivision. A total of 620 EDU of service have been requested by the applicant, which will produce an effluent of approximately 537.8 gpm, or a Peak Wet Weather Flow of approximately 774,372 gallons per day at full buildout. The average day flow to the treatment plant would be approximately 186,000 gallons per day, which will be the basis of CIAC fee calculations and permitting. The District will need to expand the plant well in advance of the final buildout of this proposed development.

5. Estimated Costs

Currently, the District's cost per Wastewater EDU is $7,983.67 which is a contribution from the developer in aid of construction. The total estimated cost of the 18 inch gravity main extension to and through the development frontage is $2,204,262 for the 7,929 lf of gravity main, manholes, restoration, design and construction administration.

The developer will also be responsible for the easements and the cost of design/construction for the offsite sewer main.

6. Conclusions and Recommendations

The following conditions are provided for GVSUD's consideration:

A. The applicant complies with GVSUD's current policies and pays all applicable fees at the time of Development.
B. The required easement certification is provided on the recorded plat and any required easements are dedicated to the District. Attachment 2 contains the certification required by the District.
C. GVSUD staff and consultants approve the location, size, material type and all appurtenances prior to construction and final acceptance of the project. GVSUD

standard wastewater specifications shall be followed and a GVSUD inspector shall be present during installation and testing of the infrastructure. The applicant is responsible for the design and costs associated with the internal infrastructure to serve their development, including but not limited to: gravity mains, manholes, lift stations, forcemains and associated appurtenances to deliver flow to the GVSUD collection system. GVSUD may elect to oversize components of the Developer's collection system to serve adjacent tracts. We request that the developer and their design team work closely with GVSUD during design to ensure that the collection system is acceptable to GVSUD.

D. Electric, telephone, and any other utilities shall remain outside of the GVSUD easement unless specifically agreed to in writing by GVSUD.
E. After construction completion and GVSUD acceptance, all wastewater collection improvements shall be dedicated to and maintained by GVSUD. The contractor and/or developer shall warranty all construction and material for a period of one year. All system improvements that are not prepared by GVSUD must be submitted to GVSUD for review and approval prior to construction. All infrastructure design shall conform to the GVSUD and TCEQ design guidelines, standards and details. Any work completed without approved plans and inspection by GVSUD will be removed and/or replaced by the applicant at the sole expense of the applicant.
F. The developer will be responsible for the cost of the CIAC fees, the fee at the time of this study is $7,983.67 per EDU. The developer will pay the fee as approved by the Board.
G. The developer will be responsible for any easements and the cost of design/construction of the offsite sewer main to service the tract.

This wastewater feasibility study is subject to the approval and/or modification by the GVSUD Board of Directors after consideration of the information provided herein and the application of the policies of GVSUD. This study is based on the application for service submitted May 1, 2024 and September 2026. If changes or additions are made to the development this study should be revisited.

Attachment 1 – Easement Certification

GREEN VALLEY SPECIAL UTILITY DISTRICT CERTIFICATE

This land development plat has been submitted to and approved by Green Valley Special Utility District for Easements. Upon request of the Customer and payment of the required fees, the District will provide domestic water service to each lot in this Subdivision, by Agreement with the Developer.

_____Agent

Green Valley Special Utility District

EASEMENT CERTIFICATE

The Owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, dedicates to the Green Valley Special Utility District of Marion, Texas, its successors and assigns, a perpetual Easement marked as "GVSUD Waterline Easement", "GVSUD Sewer Easement" or "GVSUD Reuse Water Easement" as applicable with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water or waste-water transmission, collection and/or distribution lines and appurtenances and any other facilities necessary to serve Grantors' property, as well as the Grantee's current and future system-wide customers, together with the right of ingress and egress under, over and across Grantor's adjacent lands and in all streets and byways for the purpose for which the above mentioned rights are granted, including the right to remove from said lands all trees, shrubs, grasses, pavements, fences, structures, improvements, or other obstructions which may interfere with the facility or the access thereto.

It is agreed and understood that no other utilities shall be installed within our easement to include but not limited to permanent structures and/or buildings, concrete slabs, sidewalks, walls, and pavements. Any monetary loss to Green Valley SUD resulting from modifications required of utility equipment located within said Easements due to grade change or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alterations. Upon entering in and upon said Easement, the District will endeavor to restore the land surface to a useable condition but is not obligated to restore it to a pre-existing condition.

The Easement conveyed herein was obtained or improved through Federal financial assistance. This Easement is subject to the provision of Title VI of the Civil Rights Act of 1964, and the regulations issued pursuant thereto for so long as the Easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

REV 09/23

Attachment 2 – GIS Exhibit

NOT TO SCALE

GUADALUPE

Length: 7,928.7 Feet

Length: 348.0 Feet

Esri, HERE, Garmin, (c) OpenStreetMap contributors, KFWGIS, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, CED GIS, KFW GIS

LEGEND

- Fire Hydrant
- Water Valve
- Water Meter
- 8" Water Lines
- 12" Water Lines
- 24" Water Lines
- Sewer Manhole
- Sewer Lines
- Interval Contour
- Index Contour

Date: May 06, 2024, 3:35:52 PM
THIS MAP WAS PRINTED USING THE GIS CLIENT SERVICE FROM KFW ENGINEERS & SURVEYING

GREEN VALLEY SPECIAL UTILITY DISTRICT

REVISIONS

ISSUE DATE

Green Valley SUD Web Map

GVSUD

DATE: 05/06/24
DRAWN: KFWGIS KFW GIS

SHEET NUMBER:
1 OF 1

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Attachment 3 – Developer Land Plan

LEGEND

- SCHMOEKEL TRACT BOUNDARY
- 40' X 120' (TYPICAL LOTS)
- RIGHT OF WAY
- OPEN SPACE
- DETENTION

DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/Ac.
RESIDENTIAL	620	69.25	8.95
ROW	N/A	21.27	N/A
OPEN SPACE	N/A	10.72	N/A
TOTAL	620	101.24	6.12



MOSAIC DEVELOPMENT
A TB YANTIS COMPANY

SCHMOEKEL TRACT / MASTER LAND PLAN

CIBOLO, TEXAS | MARCH 2024

SCALE: 1"=200'
200 100 0 200

CUDE ENGINEERS
4122 POND HILL ROAD, SUITE 101
SAN ANTONIO, TEXAS 78231
P:(210) 681.2951 F: (210) 523.7112

EST. 1980 CUDE ENGINEERS
SAN ANTONIO | AUSTIN | SAN MARCOS

C:\Users\rchaires\OneDrive - Cude Engineers\C3 Shared Drive\Schmoekel Tract\Exhibits\Schmoekel Tract MLP 40's.dwg 2024/03/05 8:14am rchaires

GREEN VALLEY SPECIAL UTILITY DISTRICT
WASTEWATER NON-STANDARD SERVICE AGREEMENT

Exhibit C – CIAC Fee Payment Schedule

EXHIBIT C

CIAC FEE PAYMENT SCHEDULE

Payment	Scheduled Payment Date	Number of EDUs	Cumulative EDUs	Payment Amount**
1	NSSA Execution	50	50	$399,183.50
2	3/1/2027	40	90	$319,346.80
3	7/1/2027	40	130	$319,346.80
4	11/1/2027	40	170	$319,346.80
5	3/1/2028	40	210	$319,346.80
6	7/1/2028	40	250	$319,346.80
7	11/1/2028	40	290	$319,346.80
8	3/1/2029	40	330	$319,346.80
9	7/1/2029	40	370	$319,346.80
10	11/1/2029	40	410	$319,346.80
11	3/1/2030	40	450	$319,346.80
12	7/1/2030	40	490	$319,346.80
13	11/1/2030	40	530	$319,346.80
14	3/1/2031	40	570	$319,346.80
15	7/1/2031	40	610	$319,346.80
16	11/1/2031	10	620	$79,836.70

*The amount payable with respect to each EDU shall be calculated using the Contribution in Aid of Construction (CIAC) fee then in effect under GVSUD's Operations Policy at the time the applicable payment is due. Any dollar amounts shown on the Payment Schedule are illustrative only, are based upon GVSUD's current CIAC fee of $7,983.67 per EDU and are subject to change.

*If developer is not caught up on payments as of design submission, GVSUD will not review designs until payments are made.

*If developer is not caught up on payments as of pre-con scheduling (design approval), a pre-con meeting will not be scheduled until payments are made.

*If developer has remaining payments as of Final Acceptance, Final Acceptance will not be issued until all payments (CIAC and professional services) are made.

MEMORANDUM

Date: October 2, 2026
Project Name: Pioneer & Stagecoach Road Subdivision - Water Non-Standard Service Agreement
Applicant: THS RE, LLC
Location: Southwest of the Pioneer & Stagecoach Rd. Intersection

Water Development Plan

The property is located within the City of Seguin ETJ and Guadalupe County. The proposed development is located southwest of the Pioneer and Stagecoach Road intersection. The property currently is undeveloped and has access to water service from GVSUD. The applicant intends to develop 1 phase on the property with a total of 33 residential lots on the 45.747-acre tract. The applicant has requested a total of 33 – 5/8x3/4-inch water meters and 1 – 5/8x3/4-inch meter for irrigation for a total of 34 Equivalent Dwelling Units (EDU). With the 0.4 acre-feet per connection demand, this request totals 13.6 acre-feet per year. GVSUD currently has adequate water supply available to meet the application request under the Canyon Regional Water Authority (CRWA) Water Supply Contract through the Wells Ranch Phase II project and District owned wells. To aid in GVSUD's long-term planning efforts, we encourage developers to manage the water resources in the most efficient manner. GVSUD will serve this development from Plant 3 EST on Stagecoach west of the tract. These facilities provide adequate pump, storage and production capacity to meet the long-term need of the property based on the application for service. No additional water rights or production capacity is required for the District to meet the request of this application. GVSUD has a 12-inch diameter distribution line along Stagecoach Road and a 4 inch along Pioneer Road. The water master plan identifies that the 12 inch will be replaced with a 16 inch in the future. The developer shall grant 20' easement outside of the right of way dedication to this future line to be installed. There is a 4-inch waterline along Pioneer Road. This line shall be replaced with an 8-inch line along the frontage of the tract to provide a secondary feed for the development. The city will require compliance with the International Fire Code. The county fire marshal and applicant have requested 1,750 GPM at 20 PSI residual pressure for fire protection and training purposes. The District has adequate water supply, pumping capacity and distribution lines to meet the fireflow demand requested with the line extensions proposed above.

Estimated Costs

The applicant has requested 34 residential EDUs. The current cost of 34 standard residential meters is detailed below:

- Water acquisition fees @ $7,480.77 per EDU = $254,346.18
- Water impact fees @ $7,423 per EDU = $252,382.00
- Meter cost 5/8x3/4-inch @ $750 = $25,500 plus actual meter cost;
- Any associated inspections, installation, and fees per policy.

Water acquisition fees will be due at agreement execution. All other fees will be due at the time of meter set. There are no additional costs to the District at this time.

Recommended Board Action: GVSUD recommends approval. The proposed development can be feasibly served by GVSUD, subject to the developer meeting all requirements and paying associated fees.

GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD WATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into and by and between THS RE, LLC ("Developer") and Green Valley Special Utility District ("GVSUD" or the "District").

WHEREAS, Developer is engaged in developing that certain approximately 45 acres of land located southwest of the intersection of Stagecoach Road and Pioneer Road in the City of Seguin extraterritorial jurisdiction, Guadalupe County, Texas, said land being hereinafter referred to as "the Property" and identified by full legal description as "Tract 3" on Exhibit A attached hereto and incorporated herein for all purposes; and

WHEREAS, GVSUD owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its state-certificated certificate of convenience and necessity ("CCN") No. 10646 and district boundaries; and

WHEREAS, Developer is planning to develop a residential subdivision on the Property with 33 residential lots requiring 33 5/8" x 3/4" residential meters and one irrigation connection requiring one 5/8" x ¾" irrigation meter for a total of 34 Equivalent Dwelling Units ("EDU") of retail water service for the Property; and

WHEREAS, Developer has requested GVSUD to provide such water service to the Property through an extension of GVSUD's water system, such extension being hereinafter referred to as the "Water System Extension";

NOW THEREFORE, LET IT BE KNOWN, 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, Developer and GVSUD agree as follows:

1. Water System Extension.

The Water System Extension consists of the "Subdivision System" improvements, as defined herein, and the "District System" improvements, defined below. The Water System Extension shall be designed and constructed to provide tariffed non-standard water utility service to the Property. The Water System Extension shall be engineered in accordance with the applicable specifications of GVSUD and all governmental agencies having jurisdiction. The non-standard service requirements for the Property are set forth in the March 10, 2026 Pioneer and

Stagecoach Road Water Service Feasibility Study prepared by Utility Engineering Group, attached hereto and incorporated herein for all purposes as Exhibit B. The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development of the Property provided by the Developer to, and approved by, GVSUD.

The terms and conditions for the extension of GVSUD's retail public water utility service to the Property are specified in Exhibit B and GVSUD's Operations Policy. Except as specified in this Agreement, in the event of a conflict between this Agreement and Exhibit B, the terms and conditions identified in Exhibit B shall control.

a. Subdivision System.

The "Subdivision System" improvements shall include all water lines, service lines, meters and appurtenances, inclusive of fire hydrants compliant with the specifications of all local jurisdictions, and any required pressure-reducing valves within the boundaries of the Property and all required facilities for interconnection to the District System. The Subdivision System shall be engineered and designed by Developer's consulting engineer, who shall also be responsible for overseeing the construction of the Subdivision System under the applicable rules of the Texas Commission on Environmental Quality ("TCEQ"), the Texas Board of Professional Engineers ("TBPE"), GVSUD Water Standards and Design Criteria, and GVSUD Standard Water Details. All engineering plans for the Subdivision System must be reviewed and approved by GVSUD's consulting engineer prior to the commencement of any utility system construction on the Property. Any changes made to the infrastructure or design must be approved by GVSUD.

The Developer shall construct, at its expense, all of the water utility infrastructure necessary to provide public utility and fire-fighting services to the Property. The Developer shall bear all costs of such design and construction. The Developer shall also reimburse GVSUD for all costs incurred by the District in having its engineers review and oversee the Developer's plans and construction for the Subdivision System.

b. District System.

The "District System" improvements shall include all water production, storage, treatment, pressure, transmission lines and other System facilities outside the Property as specified in Exhibit B. The District System improvements shall be engineered and designed in accordance with the applicable specifications of GVSUD, including GVSUD Water Standards and Design Criteria and GVSUD Standard Water Details, and all governmental agencies having jurisdiction. All engineering and design for the District System must be reviewed and approved by GVSUD's consulting engineer prior to the issuance of any bid request for the

construction of the Water System Extension and the commencement of any utility system construction on the Property.

After completion of the plans and specifications by the Developer's consulting engineer and their approval by the GVSUD's consulting engineer, the plans and specifications shall be incorporated into this Agreement as an exhibit and shall more particularly define "the Water System Extension".

As further specified in Exhibit B, Developer shall be responsible for the cost of replacing the existing GVSUD 4-inch waterline along the frontage of the Property with an 8-inch waterline. Developer shall further be responsible for granting a 20 foot in width utility easement in private property outside of the right of way along Stagecoach Road for future upsizing by GVSUD of the existing Stagecoach Road 12-inch waterline. Developer shall further be responsible for the cost of connecting the Subdivision System improvements to the District System improvements.

If the requirements to serve the Property change due to material changes to the requested service plan by the Developer or changes in Public Drinking Water system rules by the TCEQ, the changes in GVSUD's facilities and service capacities necessitated by these actions shall be designed and constructed by GVSUD at the Developer's cost.

2. <u>Fire Flows</u>.

Developer has requested and GVSUD has agreed to provide additional water service capacities to the Property sufficient to provide fire flows to the extent and in the manner described in Exhibit B. Developer must comply with all state and federal regulations and all applicable local fire flow requirements at Developer's sole cost. If the requirements for fire-fighting service capacity imposed by any lawful regulatory body are changed, the Developer or its successors (including a homeowners' association) shall be obligated to pay for any modifications to or additional service capacities from the District System necessary to accommodate those changes.

3. <u>Required Easements or Rights-of-Way</u>.

Developer shall be responsible for dedicating at Developer's cost any easements across the Property required for the provision of service. Developer shall further be responsible for all costs associated with GVSUD's acquisition of easements on privately owned land determined by GVSUD to be necessary for the construction of the District System improvements, including the cost of any consent or release required by any person or entity having a lien or other security interest in the easement or real property to be encumbered by said easement(s). Electric, telephone, and any other utilities shall remain outside of the GVSUD easements unless specifically consented to in writing by GVSUD. In the event that GVSUD is required to exercise its statutory right of eminent domain to obtain any easement

determined by GVSUD to be necessary for the Water System Extension, Developer shall be responsible for all such costs, including, but not limited to, all consideration and litigation costs of the condemnee and all GVSUD litigation costs, including witness and special commissioner fees, appraisals and right-of-way subcontractor fees. GVSUD may require Developer to escrow all such projected costs before initiating any condemnation actions. Developer acknowledges and consents to any delays to final provision of retail public water utility service to the Property arising from condemnation proceedings initiated to obtain the necessary easement(s).

All pipeline easements assigned to GVSUD inside and outside of the Property shall be not less than 20 feet in width. The pipeline easement(s) shall be located on private property along a route that best facilitates the most reliable and efficient operation of the Water System Extension. If such optimal route adversely affects the easement grantor, Developer may request an alternate course of the easement except that when the pipeline(s) or plant is installed, the easement herein granted shall be limited to a strip of land 20-feet in width from the centerline or center-point thereof. GVSUD's consulting engineer shall have the final decision on where any easement must be located.

There shall be a temporary construction easement of no less than 20 feet parallel and adjacent to said pipeline easements for the period necessary to construct and test public utility pipelines and such other utility plant with the easement. After the newly constructed pipeline, utility plant or other facilities have been constructed and placed into commercial operation, the construction easement shall terminate. Thereafter, the easement shall be only 20 feet in width.

4. <u>Service from the Water System Extension</u>.

(a) After proper completion and dedication of the Water System Extension to GVSUD, GVSUD shall provide continuous and adequate water service to the Property under the requirements of GVSUD's state-issued certificate of convenience and necessity, TCEQ regulations, and all duly adopted rules and regulations of GVSUD and payment of the following:

(1) All standard rates, fees and charges as reflected in GVSUD's approved Operations Policy;

(2) Any applicable impact or capital recovery fee adopted by GVSUD; and

(3) Any applicable water acquisition fee adopted by GVSUD.

(b) Unless the prior approval of GVSUD is obtained, the Developer shall not:

(1) Construct or install additional water lines or facilities to service areas outside the Property;

(2) Add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or

(3) Connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

5. Subdivision Restrictions.

Developer shall create and enforce a permanent and irrevocable subdivision deed, plat, or other restriction and/or covenant running with the land that shall prohibit the construction of private potable water systems or water wells within the subdivision. These prohibitions need not apply to non-potable water sources used for irrigation purposes only if they do not encroach on or in any way hazard GVSUD's source of water. No interconnection between a private water supply and GVSUD's water supply may be constructed or maintained except in strict conformance with applicable state or federal health, safety, environmental or utility regulations.

6. Cost Changes.

Due to the variable market for needed materials and supplies, quotations for the cost of construction of utility plant and/or upgrades, if any, that will be necessary to meet the service demands of the service application shall be valid and effective only for the date of presentation by GVSUD's consulting engineer. For purposes of this Agreement, the "date of presentation" means the date the quotations and Water System Extension plans were presented to the Developer. Following the date of presentation, materials and supplies for construction may include an adjustment to reflect current market prices if such changes are found reasonable and approved in writing by GVSUD's consulting engineer. All costs of change orders or other modifications of the engineered design and/or TCEQ-approved plans shall be borne by Developer unless such changes or modifications are made at GVSUD's request for the sole benefit of other GVSUD customers.

7. Construction of the Water System Extension.

(a) Subdivision System.

(1) Developer shall select its own contractor for the construction of the Subdivision System, subject to GVSUD's right to reject such selection if GVSUD, its consulting engineer, or its attorney has had an unsatisfactory prior experience with said contractor and/or its work. If GVSUD rejects Developer's designated contractor, Developer shall be authorized to select another contractor or to request GVSUD to obtain a suitable contract by procurement methods required of special

purpose district under applicable Texas law. No construction shall commence until plans and specifications for the District System have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law.

(2) The Subdivision System improvements shall be constructed in accordance with the approved plans and specifications. GVSUD shall have the right to inspect all phases of the construction of the Subdivision System improvements. Developer must give written notice to GVSUD of the date on which construction of the Subdivision System is scheduled to begin so that GVSUD may assign an inspector. GVSUD may charge reasonable inspection fees based on the actual costs of labor, travel, and incidental expenses of the inspectors.

(b) District System.

(1) The District shall, at Developer's sole expense, advertise to receive bids for the construction of the District System improvements in accordance with generally accepted bidding practices and applicable state law and shall award the contract for the construction of the District System improvements. GVSUD may reject any bid, contractor, or subcontractor if GVSUD or its agents have had an unsatisfactory experience with that contractor or subcontractor. No construction will commence until plans and specifications for the District System improvements have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law. GVSUD shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, or certificates.

(2) The District System improvements shall be constructed in accordance with the approved plans and specifications. GVSUD may charge reasonable inspection fees based on the actual costs of labor, travel, and incidental expenses of the inspectors.

(c) Limitation of Liability.

GVSUD shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, certificates, or contractor acceptable to both GVSUD and Developer. GVSUD shall have no liability whatsoever for the acts and omissions of Developer, its engineer(s), its contractor(s) or its subcontractor(s). GVSUD shall have no liability or responsibility to third persons for the materials and supplies used by Developer. Developer shall be responsible and liable for the safety of the work site and the preservation of materials and equipment related to the Subdivision System improvements and, if applicable, District System improvements. Developer shall hold GVSUD harmless for any claims, demands, suits or causes of action related to the Developer-constructed Subdivision System and, if Developer elects to construct the District System improvements, the District System

improvements. Developer shall indemnify GVSUD for all expenses or damages incurred by GVSUD, including attorney and litigation costs, related to the Developer-constructed Subdivision System improvements and, if applicable, the District System improvements, until such improvements are dedicated to and accepted by GVSUD and the one-year warranty period has expired. All rights and protections of GVSUD in this Paragraph shall be extended to GVSUD's directors, officers, employees, attorney(s), engineer(s), contractor(s), and subcontractor(s).

8. <u>Dedication of Water System Extension to GVSUD</u>.

Upon proper completion of construction of the Water System Extension improvements and final inspection thereof by GVSUD, the Water System Extension improvements shall be dedicated to GVSUD by an appropriate legal instrument approved by GVSUD's Attorney. GVSUD shall maintain all Water System Extension improvements upon proper completion of construction. Developer shall bear any costs of remediation or rehabilitation necessary to bring the Water System Extension into compliance with all state, federal, and GVSUD standards before acceptance by GVSUD. GVSUD shall have the sole decision of when the Water System Extension is acceptable. The Water System Extension shall thereafter be owned and maintained by GVSUD; however, Developer shall warrant the construction and suitability of the same for a period of one (1) calendar year and shall bear all costs of repairs and improvements during this warranty period.

9. <u>Cost of the Water System Extension</u>.

(a) Developer shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including without limitation the cost of the following:

(1) Engineering and design;

(2) Easement or right-of-way acquisition;

(3) Construction;

(4) Inspection;

(5) Attorneys' fees;

(6) Governmental or regulatory approvals required to lawfully provide service;

(7) GVSUD's water acquisition charge; and

(8) GVSUD's prescribed capital recovery fee/connection fee (by anticipated meter size), which shall be charged for each lot and/or service connection the Water System Extension is designed to serve for any production, treatment, storage, pressure and transmission facilities to be added to the District System. GVSUD's capital recovery fee shall not be subject to credit for District System improvements required by Exhibit B, nor shall any credit against GVSUD's capital recovery fee be applied to any Subdivision System improvement. GVSUD may elect to oversize the District System improvements and, if GVSUD so elects, will offset or credit the total capital recovery (impact) fees to be paid by the Developer for oversizing the Water System Extension at GVSUD's request to facilitate other or future GVSUD customers. Any offset credit received shall never exceed the total amount of GVSUD's prescribed capital recovery (impact) fee (by anticipated meter size) and/or water capacity reservation charge, which would otherwise be collected. If GVSUD's obligation to reimburse the Developer for oversizing exceeds the Developer's obligation to pay capital recovery fees, GVSUD shall reimburse the remainder of such oversizing payments, if any, in three equal annual installments after the conclusion of all Water System Extension construction.

(b) Developer shall indemnify GVSUD and hold GVSUD harmless from all of the foregoing costs.

(c) Payment Timing:

(1) A Non-Standard Service Investigation Fee in an amount set by the GVSUD's General Manager, in consultation with the GVSUD's consulting engineer and counsel, shall be paid by ACH or cashier's check to GVSUD at the time of initial application for service.

(2) Water acquisition charges for all proposed service connections shall be paid in the amount then in effect under GVSUD's Operations Policy. Notwithstanding the payment timing referenced in Exhibit B, GVSUD and Developer agree that water acquisition fees shall be due and payable to GVSUD no later than ninety (90) days following the Effective Date of this Agreement.

(3) Capital recovery fees shall be paid at the time Developer or its successor requests the initiation of water utility service to a residential or commercial site at the then-effective capital recovery fee amount then in effect and included in GVSUD's Operations Policy.

(4) In the event that GVSUD elects to construct the District System improvements, any funds required for the District System construction shall be escrowed in an interest bearing, federally insured, account in a state-chartered bank located in Bexar County, Texas within thirty (30) days of the

acceptance of construction bid(s) by GVSUD. The account shall be in the name of and under the sole control of the GVSUD. Interest accrued thereon shall be retained in the account for the benefit of the Developer. All escrow and other charges associated with the creation and maintenance of this account shall be borne by Developer. If the amount of the funds to be escrowed exceeds $100,000, the bank shall provide suitable collateral in the form of United States or State of Texas treasury bonds, bills or certificates of obligation suitable as collateral under the Texas Public Funds Investment Act, with said collateral to be held by an agent acceptable to GVSUD. Developer shall be required to maintain the level of funds in said escrow account at no less than ten percent (10%) of the total estimated cost of the District System. If phased development and construction under multiple Non-Standard Service Agreements will be followed, the parties may establish and utilize a single escrow account. All funds remaining in the escrow account at the expiration of the Developer's one-year warranty of the Water System Extension (or the final warranty year if phased development and construction is followed) shall be refunded to Developer. Developer-paid capital recovery (impact) fees or capacity reservation charges shall be paid directly to GVSUD and shall not be subject to escrow but shall be the unrestricted funds of GVSUD. Failure to deliver the funds to GVSUD's business offices within the thirty (30) day period shall void the application for non-standard service and the Developer shall have to reapply and repay all applicable Non-Standard Service Investigation Fees. Upon timely delivery of these funds to the selected bank, GVSUD shall authorize construction to commence.

(d) Except for the one-year warranty provided for in this Agreement, nothing herein shall be construed as obligating the Developer to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by GVSUD and the expiration of the warranty period.

(e) If the Developer requests GVSUD to install meters at service locations during the construction of the Subdivision System infrastructure, Developer shall pay the normal monthly service rates for each meter beginning with the date of installation. Unless the service meter is for the Developer's own permanent use and not for property to be resold to the public in the ordinary course of business, Developer shall pay a customer service deposit then in effect pursuant to GVSUD's Operations Policy per 5/8-inch meter. The deposit shall be increased by the meter equivalency factors in GVSUD's approved Operations Policy for larger meters. Failure to timely pay the service charges and/or deposits for any individual meter shall be grounds for discontinuance and/or refusal of service for all other meters held by Developer.

No construction of any portion of the Subdivision System shall commence prior to the time of plat review or construction plan submission for review, whichever is earlier. The connection/capital recovery fees and water acquisition charges to be

paid shall be fees included in GVSUD's Operations Policy on the date of payment. Connection fees and water acquisition charges shall not be "grandfathered."

10. Term of Contract and Connection Fees.

Execution of this Agreement shall bind the parties for a period of two calendar years. The Agreement term will extend automatically if the Water System Extension improvements remain under construction, all applicable GVSUD fees have been timely paid, and Developer or its successor has complied with all GVSUD rules and regulations. GVSUD may terminate this Agreement without reimbursement to Developer in the event that any GVSUD cost invoiced to Developer has not been paid to GVSUD within 90 days of the date of invoice.

11. Effect of Force Majeure.

In the event either 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 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, pandemics, 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 inabilities 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 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.

12. Notices.

Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery or by sending said notices by registered

or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the GVSUD shall be addressed:

Green Valley Special Utility District
Attn: General Manager
P O Box 99
Marion, Texas 78124
Tel. (830) 914-2330

with copy to:

Shan Rutherford
Terrill & Waldrop
810 West 10th Street
Austin, Texas 78701
Tel. (512) 474-9100

Any notice mailed to Developer shall be addressed:

THS RE, LLC
Attn: Carson Trainer, Manager
9347 Bianca
San Antonio, TX 78254
Tel. (210) 896-8383

With copy to:

Moy Tarin Ramirez Engineers
Attn: Paul Landa, PE
9347 Bianca
San Antonio, TX 78254
Tel. (210) 896-8383

Either party may change the address for notice by giving notice of such change in accordance with the provisions of this paragraph.

13. <u>Severability</u>.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall

not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

14. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

15. 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 of GVSUD and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

16. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable within the state-certificated service area of GVSUD.

17. Venue.

Venue for any civil suit arising hereunder shall be in Guadalupe County, Texas. Venue for any administrative law action arising hereunder shall be vested in the applicable state agency and the appropriate courts of Travis County, Texas.

18. Successors and Assigns.

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

19. Assignability.

The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of the GVSUD, which consent will not be unreasonably withheld. GVSUD may assign this Agreement to any other retail public utility authorized by the TCEQ and/or Public Utility Commission of Texas to serve the Property.

20. Effective Date.

This Agreement shall be effective from and after the date of due execution by all Parties.

21. Conflict.

In the event there is determined to be a conflict between the terms of this Agreement and the provisions in GVSUD's Operations Policy governing the same matter, GVSUD's Operations Policy shall prevail.

22. Recitals Incorporated.

The recitals to this Agreement are incorporated herein by reference for all purposes.

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.

GVSUD	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____

GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT

Exhibit A – Legal Description of the Property

STC/GF#2794890/JR

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

WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GUADALUPE §

THAT, **EVELYN KRAUSE WIEDERSTEIN (As to Tract 1 and 3) CAROLYN L. CARHART and JOHN W. CARHART (As to Tract 2)**, hereinafter called Grantor (whether one or more), the said EVELYN KRAUSE WIEDERSTEIN acting herein by and through her duly authorized agent and Attorney in Fact CAROLYN L. CARHART for and in consideration of the sum of TEN AND NO/100 DOLLARS and other good and valuable considerations to Grantor in hand paid by **THS RE, LLC, a Texas Limited Liability Company**, hereinafter called Grantee (whether one or more), whose mailing address is: 9347 BIANCA, SAN ANTONIO, TX 78254, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, the following described real estate, together with all improvements thereon, situated in Guadalupe County, Texas, being more particularly described as follows, to-wit:

TRACT 1 (A)
A 61.874 acre (2,695,212.09 square feet) tract of land, situated in the Moses Baker Survey Number 20, Abstract Number 4, and the Paris Smith Survey, Abstract 300, Guadalupe County, Texas, being out of the residue of a called 60 acre tract as conveyed to Maurice Wiederstein, now deceased, by Deed and Partition Agreement as recorded in Volume 503, Page 895, of the Deed Records of Guadalupe County, Texas, and to Evelyn Krause Wiederstein, as Independent Executor of the Estate of Maurice Otto Wiederstein, by Cause No. 2007-PC-0038 of the County Court of Guadalupe County, Texas, being described as "Second Tract" in Deed as recorded in Volume 204, Page 419, of the Deed Records of Guadalupe County, Texas, and said 60 acre tract being bounded on the north by Stagecoach Road (also known as County Road 312), on the west by Pioneer Road (also known as County Road 307), on the east by a called 93.83 acre tract as conveyed to the City of Seguin, by Warranty Deed as recorded in Volume 507, Page 414, of the Deed Records of Guadalupe County, Texas, and on the south by said 98.83 acre tract and a called 10.00 acre tract as conveyed to Rodolfo Alvarado Jr. and Penny Oliver, by Special Warranty Deed as recorded in Volume 1784, Page 394, of the Official Public Records of Guadalupe County, Texas. Said 61.874 acre (2,695,212.09 square feet) tract being more particularly described as follows:

Beginning at a found 1/2" iron rod, having Texas State Plane Coordinates of N:13,753,067.09, E:2,265,117.91, being on the southeast right of way line of said Stagecoach Road, being the northwest boundary of said residual 60 acre tract, being northeast corner of a 0.465 acre tract as conveyed to Dale Wiederstein, by Warranty Deed as recorded in Volume 1133, Page 653, of the Official Public Records of Guadalupe County, Texas, and being the most northerly west corner of the herein described tract;

Thence, with the southeast right of way line of said Stagecoach Road, being the northwest boundary of said 60 acre tract, North 63 degrees 29 minutes 17 seconds East, a distance of 133.60 feet to a found iron rod with an orange plastic cap stamped "TRI COUNTY", being the northwest corner of Lot 1, as shown on plat of Wiederstein Farms Subdivision, as recorded in Volume 8, Page 221-222, of the Map and Plat Records of Guadalupe County, Texas, as well as, Volume 4248, Page 463, of the Official Public Records of Guadalupe County, Texas, and being an exterior corner of the herein described tract;

Thence, leaving the southeast right of way line of said Stagecoach Road, with the shared boundary of said residual 60 acre tract and said Lot 1, the following three (3) calls: South 26 degrees 44 minutes 38 seconds East, a distance of 218.31 feet to a found iron rod with an orange plastic cap stamped "TRI COUNTY", being the

southwest corner of said Lot 1, and being an interior corner of said residual 60 acre tract and of the herein described tract;

North 63 degrees 38 minutes 37 seconds East, a distance of 98.92 feet to a found iron rod with an orange plastic cap stamped "TRI COUNTY", being the southeast corner of said Lot 1, and being an interior corner of said residual 60 acre tract and of the herein described tract;

North 26 degrees 16 minutes 27 seconds West, a distance of 218.72 feet to a found iron rod with an orange plastic cap stamped "TRI COUNTY", being on the southeast line of said Stagecoach Road, being the northeast corner of said Lot 1, and being an exterior corner of said residual 60 acre tract and of the herein described tract;

Thence, with the southeast right of way line of said Stagecoach Road, being the northwest boundary of said residual 60 acre tract, the following five (5) courses:

North 65 degrees 54 minutes 15 seconds East, a distance of 242.28 feet to a found iron rod with a yellow plastic cap stamped "BLS 2024", being an angle point in the herein described tract;

North 71 degrees 16 minutes 36 seconds East, a distance of 456.71 feet to a found iron rod with a yellow plastic cap stamped "BLS 2024", being an angle point in the herein described tract;

North 74 degrees 29 minutes 23 seconds East, a distance of 460.02 feet to a found iron rod with a yellow plastic cap stamped "BLS 2024", being an angle point in the herein described tract;

North 77 degrees 40 minutes 42 seconds East, a distance of 427.42 feet to a found iron rod with a yellow plastic cap stamped "BLS 2024", being an angle point in the herein described tract;

North 77 degrees 58 minutes 20 seconds East, a distance of 264.37 feet to a found iron rod with an orange plastic cap stamped "TRI COUNTY", being on the southeast right of way line of said Stagecoach Road, being the northwest corner of said 93.83 acre tract, and being the northeast corner of said residual 60 acre tract and of the herein described tract;

Thence, leaving the southeast right of way line of said Stagecoach Road, with the shared boundary of said 93.83 acre tract and said residual 60 acre tract, the following two (2) courses:

South 35 degrees 09 minutes 11 seconds East, a distance of 1,140.74 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an interior corner of said 93.83 acre tract, and being the southeast corner of said residual 60 acre tract and of the herein described tract;

South 53 degrees 59 minutes 01 seconds West, a distance of 299.20 feet to a found 1/2" iron rod in concrete, being on the southeast line of said residual 60 acre tract, being the northeast corner of said 10.00 acre tract, being an exterior corner of said called 93.83 acre tract, and being an angle point in the herein described tract;

Thence, with the southeast boundary of said residual 60 acre tract, being the northwest boundary of said 10.00 acre tract, South 54 degrees 04 minutes 37 seconds West, a distance of 1,060.65 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an angle point in there herein described tract, from which a found 1/2" iron rod on the northeast right of way line of said Pioneer Road, being the south corner of said residual 60 acre tract, being the ostensible south corner of a called 1.0 acre tract, as currently fenced and occupied, as conveyed to Dale Wiederstein, by Deed of Gift as recorded in Volume 671, Page 749, of the Official Public Records of Guadalupe County, Texas, and being the northwest corner of said 10.00 acre tract, bears South 54 degrees 04 minutes 37 seconds West, a distance of 391.88 feet;

Thence, leaving the northwest boundary of said 10.00 acre tract, being the southeast boundary of said residual 60 acre tract, generally with the occupied fence of said 1.0 acre tract, the following two (2) courses:

North 40 degrees 32 minutes 25 seconds West, a distance of 152.20 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG" by an existing fence corner post, being an angle point in the herein described tract;

South 54 degrees 12 minutes 37 seconds West, a distance of 391.28 feet to a found 8" creosote fence corner post, being on the northeast right of way line of said Pioneer Road, being the southwest boundary of said residual 60 acre tract, being ostensible northwest corner of said called 1.0 acre tract, and being the southwest corner of the herein described tract;

Thence, with the northeast right of way line of said Pioneer Road, being the southwest boundary of said residual 60 acre tract, the following three (3) courses:

North 47 degrees 40 minutes 39 seconds West, a distance of 187.16 feet to a found iron rod with a yellow plastic cap stamped "BLS 2024", being an angle point in the herein described tract;

North 47 degrees 32 minutes 06 seconds West, a distance of 185.96 feet to a found iron rod with a yellow plastic cap stamped "BLS 2024", being an angle point in the herein described tract;

North 47 degrees 02 minutes 25 seconds West, a distance of 268.48 feet to a found metal fence corner post, being on the northeast right of way line of said Pioneer Road, being the southwest boundary of said residual 60 acre tract, being the most southerly corner of a called 3.000 acre tract, as conveyed to Carolyn Carhart and John W. Carhart, by Deed of Gift as recorded in Document Number 2016006351, of the Official Public Records of Guadalupe County, Texas, and being an exterior corner of the herein described tract;

Thence, leaving the northeast right of way line of said Pioneer Road, being the southwest boundary of said residual 60 acre tract, with the boundary of said 3.000 acre tract, the following eleven (11) courses:

North 49 degrees 53 minutes 00 seconds East, a distance of 168.74 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being an angle point in the herein described tract;

North 31 degrees 11 minutes 03 seconds East, a distance of 73.37 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being an interior angle point in the herein described tract;

North 12 degrees 05 minutes 09 seconds East, a distance of 71.97 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being an interior angle point in the herein described tract;

South 46 degrees 35 minutes 05 seconds East, a distance of 108.19 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being an exterior southeast corner of said called 3.000 acre tract, and being an interior corner of the herein described tract;

North 43 degrees 19 minutes 43 seconds East, a distance of 349.36 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being the northeast corner of said called 3.000 acre tract, and being an interior corner of the herein described tract;

North 46 degrees 37 minutes 21 seconds West, a distance of 348.69 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being the most northerly corner of said called 3.000 acre tract, and being an interior corner of the herein described tract;

South 43 degrees 22 minutes 10 seconds West, a distance of 349.48 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being the northwest corner of said called 3.000 acre tract, and being an interior corner of the herein described tract;

South 46 degrees 38 minutes 00 seconds East, a distance of 207.88 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being an interior angle point in the herein described tract;

South 12 degrees 04 minutes 26 seconds West, a distance of 84.34 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being an interior angle point in the herein described tract;

South 31 degrees 12 minutes 45 seconds West, a distance of 63.77 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being an interior angle point in the herein described tract;

South 49 degrees 36 minutes 58 seconds West, a distance of 167.48 feet to a found metal fence corner post, being on the northeast right of way line of said Pioneer Road, being the southwest boundary of said residual 60 acre tract, being the southwest corner of said called 3.000 acre tract, and being an exterior corner of the herein described tract;

Thence, with the northeast right of way line of said Pioneer Road, being the southwest boundary of said residual 60 acre tract, the following four (4) courses:

North 47 degrees 37 minutes 50 seconds West, a distance of 129.88 feet to a found iron rod with a yellow plastic cap stamped "BLS 2024", being an angle point in the herein described tract;

North 47 degrees 40 minutes 19 seconds West, a distance of 237.68 feet to a found iron rod with a yellow plastic cap stamped "BLS 2024", being an angle point in the herein described tract;

North 47 degrees 31 minutes 33 seconds West, a distance of 238.44 feet to a found iron rod with a yellow plastic cap stamped "BLS 2024", being an angle point in the herein described tract;

North 47 degrees 04 minutes 00 seconds West, a distance of 251.91 feet to a found 1/2" iron rod, being on the northeast right of way line of said Pioneer Road, being the southwest boundary of said residual 60 acre tract, being the south corner of said called 0.465 acre tract, and being an exterior northwest corner of the herein described tract;

Thence, leaving the northeast right of way line of said Pioneer Road, being the southwest boundary of said residual 60 acre tract, with the boundary of said 0.465 acre tract, the following two (2) courses:

North 61 degrees 36 minutes 48 seconds East, a distance of 88.17 feet to a set 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being the southeast corner of said called 0.465 acre tract, and being an interior corner of the herein described tract;

North 26 degrees 54 minutes 18 seconds West, a distance of 167.17 feet to the Point of Beginning, containing 61.874 acre (2,695,212.09 square feet) of land.

TRACT 2 (B)
A 3.000 acre (130,679.11 square feet) tract of land, situated in the Paris Smith Survey, Abstract 300, Guadalupe County, Texas, being all of that called 3.000 acre tract as conveyed to Carolyn Carhart and John W. Carhart, by Deed of Gift as recorded in Document Number 2016006351, of the Official Public Records of Guadalupe County, Texas. Said 3.000 acre (130,679.11 square feet) tract being more particularly described as follows:

Beginning at a found metal fence post, having Texas State Plane Coordinates of N:13,752,295.93, E:2,265,747.97, being on the northeast right of way line of Pioneer Road (also known as County Road 307), being an exterior southwest corner of the remainder of a called 60 acre tract, as conveyed to Maurice Wiederstein, now deceased, by Deed and Partition Agreement as recorded in Volume 503, Page 895, of the Deed Records of Guadalupe County, Texas, and to Evelyn Krause Wiederstein, as Independent Executor of the Estate of Maurice Otto Wiederstein, by Cause No. 2007-PC-0038 of the County Court of Guadalupe County, Texas, being described as "Second Tract" in Deed as recorded in Volume 204, Page 419, of the Deed Records

of Guadalupe County, Texas, being the southwest corner of the herein described tract;

Thence, leaving the northeast right of way line of said Pioneer Road, with the shared boundary of said called 3.000 acre tract and the residual of the called 60 acre tract, the following eleven (11) courses:

North 49 degrees 36 minutes 58 seconds East, a distance of 167.48 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being an angle point in said called 3.000 acre tract and in the herein described tract;

North 31 degrees 12 minutes 45 seconds East, a distance of 63.77 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being an angle point in said called 3.000 acre tract and in the herein described tract;

North 12 degrees 04 minutes 26 seconds East, a distance of 84.34 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being an angle point in said called 3.000 acre tract and in the herein described tract;.

North 46 degrees 38 minutes 00 seconds West, a distance of 207.88 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being the northwest corner of said called 3.000 acre tract and of the herein described tract;

North 43 degrees 22 minutes 10 seconds East, a distance of 349.48 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being the most northerly corner of said called 3.000 acre tract and of the herein described tract;

South 46 degrees 37 minutes 21 seconds East, a distance of 348.69 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being the northeast corner of said called 3.000 acre tract and of the herein described tract;

South 43 degrees 19 minutes 43 seconds West, a distance of 349.36 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being an exterior southeast corner of said called 3.000 acre tract and of the herein described tract;

North 46 degrees 35 minutes 05 seconds West, a distance of 108.19 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being an interior angle corner of said called 3.000 acre tract and of the herein described tract;

South 12 degrees 05 minutes 09 seconds West, a distance of 71.97 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being an angle point in said called 3.000 acre tract and in the herein described tract;

South 31 degrees 11 minutes 03 seconds West, a distance of 73.37 feet to a found 1/2" iron rod with an orange plastic cap stamped "B & A RPLS 2633", being an angle point in said called 3.000 acre tract and in the herein described tract;

South 49 degrees 53 minutes 00 seconds West, a distance of 168.74 feet to a found metal fence corner post, being on the northeast right of way line of said Pioneer Road, being an exterior southwest corner of the remainder of said called 60 acre tract, and being the most southerly corner of said called 3.000 acre tract and of the herein described tract;

Thence, with the northeast right of way line of said Pioneer Road, being the southwest boundary of said called 3.000 acre tract, North 46 degrees 57 minutes 55 seconds West, a distance of 27.58 feet to the Point of Beginning, containing 3.000 acre (130,679.11 square feet) of land, more or less.

TRACT 3
A 45.160 ACRE (1,967,162.43 SQUARE FEET) TRACT OF LAND, SITUATED IN THE JACOB DURST SURVEY, ABSTRACT NUMBER 113, GUADALUPE COUNTY, TEXAS, BEING OUT OF A CALLED 100 ACRE TRACT AS CONVEYED TO MAURICE WIEDERSTEIN, NOW DECEASED, BY DEED AND PARTITION AGREEMENT AS RECORDED IN VOLUME 503, PAGE 895,

OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS, AND TO EVELYN KRAUSE WIEDERSTEIN, AS INDEPENDENT EXECUTOR OF THE ESTATE OF MAURICE OTTO WIEDERSTEIN, BY CAUSE NO. 2007-PC-0038 OF THE COUNTY COURT OF GUADALUPE COUNTY, TEXAS, AND BEING THAT SAME CALLED 45.143 ACRE TRACT AS DESCRIBED IN REVOCABLE TRANSFER ON DEATH DEED AS RECORDED IN DOCUMENT NUMBER 202599026172, OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS. SAID 45.160 ACRE (1,967,162.43 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BLS 2024", HAVING TEXAS STATE PLANE COORDINATES OF N:13,752,971.44, E:2,264,932.20, BEING THE INTERSECTION OF THE SOUTHEAST RIGHT OF WAY LINE OF STAGECOACH ROAD (ALSO KNOWN AS COUNTY ROAD 312), A 50-FOOT WIDE RIGHT OF WAY, AND THE SOUTHWEST RIGHT OF WAY LINE OF PIONEER ROAD (ALSO KNOWN AS COUNTY ROAD 307), A VARIABLE WIDTH RIGHT OF WAY, AND BEING THE NORTH CORNER OF SAID CALLED 45.143 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHWEST RIGHT OF WAY LINE OF SAID PIONEER ROAD, BEING THE NORTHEAST BOUNDARY OF SAID 45.143 ACRE TRACT, THE FOLLOWING FIVE (5) CALLS:

SOUTH 48 DEGREES 03 MINUTES 43 SECONDS EAST, A DISTANCE OF 226.60 FEET TO A FOUND IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BLS 2024", BEING AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;

SOUTH 47 DEGREES 53 MINUTES 48 SECONDS EAST, A DISTANCE OF 245.59 FEET TO A FOUND IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BLS 2024", BEING AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;

SOUTH 47 DEGREES 48 MINUTES 34 SECONDS EAST, A DISTANCE OF 198.91 FEET TO A FOUND IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BLS 2024", BEING AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;

SOUTH 47 DEGREES 29 MINUTES 58 SECONDS EAST, A DISTANCE OF 258.59 FEET TO A FOUND IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BLS 2024", BEING AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;

SOUTH 49 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 211.87 FEET TO A FOUND IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "TRI COUNTY", BEING THE NORTH CORNER OF A CALLED 49.457 ACRE TRACT AS CONVEYED TO DAVID GLENN SCHUMANN AND WIFE, CANDYCE JEAN SCHUMANN, BY WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN VOLUME 1554, PAGE 463, OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, AND BEING THE EAST CORNER OF SAID 45.143 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE SOUTHWEST RIGHT OF WAY LINE OF SAID PIONEER ROAD, WITH THE SOUTHEAST BOUNDARY OF SAID 45.143 ACRE TRACT, BEING THE NORTHWEST BOUNDARY OF SAID 49.457 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

SOUTH 43 DEGREES 57 MINUTES 39 SECONDS WEST, A DISTANCE OF 921.48 FEET TO A FOUND 1/2" IRON ROD, BEING AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;

SOUTH 43 DEGREES 39 MINUTES 47 SECONDS WEST, A DISTANCE OF 761.70 FEET TO A FOUND METAL FENCE CORNER POST, BEING THE SOUTHEAST CORNER OF A CALLED 26.593 ACRE TRACT AS CONVEYED TO DOLLIE FAYE MERGELE, BY WARRANTY DEED AS RECORDED IN VOLUME 1335, PAGE 99, OF THE OFFICIAL PUBLIC RECORDS OF

GUADALUPE COUNTY, TEXAS, AND BEING THE SOUTH CORNER OF SAID 45.143 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE NORTHWEST BOUNDARY OF SAID 49.457 ACRE TRACT, WITH THE SOUTHWEST BOUNDARY OF SAID 45.143 ACRE TRACT, BEING THE NORTHEAST BOUNDARY OF SAID 49.457 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

NORTH 45 DEGREES 00 MINUTES 43 SECONDS WEST, A DISTANCE OF 872.43 FEET TO A FOUND METAL FENCE CORNER POST, BEING AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 00 DEGREES 02 MINUTES 53 SECONDS EAST, A DISTANCE OF 756.12 FEET TO A FOUND 1/2" IRON ROD (BENT), ON THE SOUTHEAST RIGHT OF WAY LINE OF SAID STAGECOACH ROAD, BEING THE NORTHEAST CORNER OF SAID CALLED 26.593 ACRE TRACT, AND BEING THE NORTHWEST CORNER OF SAID 45.143 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEAST RIGHT OF WAY LINE OF SAID STAGECOACH ROAD, BEING THE NORTHWEST BOUNDARY OF SAID 45.143 ACRE TRACT, THE FOLLOWING THREE (3) COURSES:

NORTH 58 DEGREES 57 MINUTES 15 SECONDS EAST, A DISTANCE OF 282.61 FEET TO A FOUND IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BLS 2024", BEING AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;

NORTH 56 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 278.57 FEET TO A FOUND IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BLS 2024", BEING AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;

NORTH 56 DEGREES 59 MINUTES 03 SECONDS EAST, A DISTANCE OF 172.40 FEET TO A FOUND 1/2" IRON ROD, BEING THE NORTHWEST CORNER OF A CALLED 1.001 ACRE TRACT AS CONVEYED TO RODNEY WASHINGTON AND LEANDRA WASHINGTON, HUSBAND AND WIFE, BY GENERAL WARRANTY GIFT DEED AS RECORDED IN VOLUME 2824, PAGE 894, OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, AND BEING AN EXTERIOR CORNER OF SAID 45.143 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT; THENCE, LEAVING THE SOUTHEAST RIGHT OF WAY LINE OF SAID STAGECOACH ROAD, WITH SHARED BOUNDARY OF SAID 1.001 ACRE TRACT AND SAID 45.143 ACRE TRACT, THE FOLLOWING THREE (3) COURSES:

SOUTH 34 DEGREES 29 MINUTES 12 SECONDS EAST, A DISTANCE OF 290.89 FEET TO A FOUND WOOD FENCE CORNER POST, BEING THE SOUTHWEST CORNER OF SAID 1.001 ACRE TRACT, AND BEING AN INTERIOR CORNER OF SAID 45.143 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

NORTH 55 DEGREES 23 MINUTES 47 SECONDS EAST, A DISTANCE OF 150.78 FEET TO A FOUND WOOD FENCE CORNER POST, BEING THE SOUTHEAST CORNER OF SAID 1.001 ACRE TRACT, AND BEING AN INTERIOR CORNER OF SAID 45.143 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

NORTH 34 DEGREES 32 MINUTES 08 SECONDS WEST, A DISTANCE OF 290.77 FEET TO A FOUND 1/2" IRON ROD, ON THE SOUTHEAST RIGHT OF WAY LINE OF SAID STAGECOACH ROAD, BEING THE NORTHEAST CORNER OF SAID 1.001 ACRE TRACT, AND BEING AN EXTERIOR CORNER OF SAID 45.143 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEAST RIGHT OF WAY LINE OF SAID STAGECOACH ROAD, BEING THE NORTHWEST BOUNDARY OF SAID 45.143 ACRE TRACT, NORTH 56 DEGREES 05 MINUTES 55 SECONDS EAST, A DISTANCE OF 228.08 FEET TO THE POINT OF BEGINNING, CONTAINING 45.160 ACRES (1,967,162.43 SQUARE FEET) OF LAND.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said Grantee, Grantee's heirs, successors and/or assigns forever. And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee herein, Grantee's heirs, successors and/or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance and the warranties of title given herein are made subject to any and all restrictions, easements, setback lines, covenants, conditions and reservations, of record affecting the property herein conveyed.

EXECUTED ON THE FOLLOWING DATE: 02/06/2026.

EVELYN KRAUSE WIEDERSTEIN
Evelyn Krause Wiederstein
By: Carolyn L Carhart as Power of Attorney
CAROLYN L. CARHART, Attorney in Fact

Carolyn L. Carhart
CAROLYN L. CARHART

JOHN W. CARHART

(ACKNOWLEDGEMENT)

STATE OF TEXAS §
COUNTY OF GUADALUPE §

This instrument was ACKNOWLEDGED before me, on this the 6 day of February, 20 26, by CAROLYN L. CARHART, Individually and as Attorney in Fact for EVELYN KRAUSE WIEDERSTEIN; and JOHN W. CARHART.

NOTARY PUBLIC STATE OF TEXAS
LEANDRO MORA
Notary ID #132187578
My Commission Expires
September 25, 2027

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
9347 BIANCA
SAN ANTONIO, TX 78254

Prepared in the Law Offices of:
WEST & WEST,
GREER & ESTORGA
2929 Mossrock, Suite 204
San Antonio, Texas 78230

202699003143
I certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on 02/09/2026 03:23:57 PM PAGES: 8 LEAH
TERESA KIEL, COUNTY CLERK

COUNTY COURT GUADALUPE COUNTY, TEXAS

Teresa Kiel

GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT

Exhibit B – Water Service Feasibility Study for the Property

TRANSMITTAL

TRANSMITTAL ID: 03262026A
DATE: 03/26/2026
PURPOSE: Water Feasibility Study Review and Approval
VIA: EMAIL
GVSUD PROJECT NAME: 2026 Pioneer & Stagecoach Rd. Subdivision
GVSUD PROJECT NUMBER: N/A
SUBJECT: Water Feasibility Study Review and Approval

FROM

NAME	COMPANY	EMAIL	PHONE
Mikayla Bradshaw	GVSUD	mbradshaw@gvsud.org	210-480-7756

TO

NAME	COMPANY	EMAIL	PHONE
Paul Landa	MTR Engineers	planda@mtrengineers.com	210-698-5051

WE ARE SENDING YOU ☑ **ATTACHED** ☐ **UNDER SEPARATE COVER VIA** _____

- ■ Feasibility Study
- ☐ Plan Approval Letter
- ☐ Revised Plans/Plats
- ☐ Documents
- ☐ NSSA
- ☐ Invoice
- ☐ Testing Reports
- ☐ Other _____

QUANTITY	DESCRIPTION
1	Water Services Memo
1	Water Services Feasibility Study

THESE ARE TRANSMITTED as checked below:

- ☑ For Approval
- ☐ For Correction
- ☐ Approved
- ☐ For Your Use
- ☑ For Signature
- ☐ As Requested
- ☑ For Review and Comment

REMARKS:

This Feasibility study will expire six months from the date of this transmittal. Please review & if there are any questions or concerns, please email me at mbradshaw@gvsud.org with those concerns. If you wish to go to contract after reviewing the study & transmittal, please return this transmittal signed to mbradshaw@gvsud.org, consenting GVSUD to move this study forward into composing a non-standard service agreement (NSSA), aka contract. The NSSA will take 45-60 days to complete, then it will be provided to the applicant for review. Upon receiving the signed NSSA, it will be scheduled to be provided to the GVSUD Board of Directors at the next available monthly BOD meeting for approval consideration. The GVSUD BOD meets once monthly, typically on the fourth Thursday of each month. If approved, the executed NSSA will be provided to the applicant. Contact mbradshaw@gvsud.org or developer@gvsud.org with any questions regarding the study as it will be binding with the NSSA.

COPY TO: Jose Lopez

SIGNED: Signed by: Carson Trainer 641AD949812341E...

UTILITY ENGINEERING GROUP

Memorandum

Date: March 10, 2026

To: Mr. Travis Basham
District Engineer - AGM
Green Valley Special Utility District
605 FM 465
Marion, Texas 78124

From: Utility Engineering Group, PLLC
Garry Montgomery, P.E.
191 N. Union Avenue
New Braunfels, Texas 78130



RE: Pioneer and Stagecoach Road – Seguin ETJ – Water Service Request

Project Name: Pioneer and Stagecoach Road
Equivalent Dwelling Unit (EDU) requested: 33 Residential EDUs, 1 EDU irrigation

Project Description: GVSUD received a request for service for a 33 lot residential development within the District's water CCN.

Project Service Requirements: To serve the tract, the applicant will be required to upgrade the existing 4 inch waterline on Pioneer Road through their frontage and grant a 20 foot easement outside of the right of way for the future Project 38 CIP project to replace the existing 12 inch waterline along Stagecoach Road.

Developer Cost: The developer cost associated with these meter sets are estimated to total $515,583.82 for impact fee, water acquisition fees, tap, meter set, and deposit. The developer is required to pay the water acquisition fee, totaling $237,701.82 at agreement execution for the water service. All remaining fees will be due at the time of meter installation.

GVSUD Cost: The study does not anticipate any direct costs will be covered by GVSUD.

Contract Conditions: All standard contract provisions apply.

- End Memo -

Green Valley Special Utility District

Pioneer and Stagecoach Road Water Service Feasibility Study

March 2026

Prepared by:
Utility Engineering Group, PLLC
191 N. Union Avenue
New Braunfels, Texas 78130
Phone: (830) 214-0521 (Office)
TBPE Firm No. 18712
UEG Project No. 6096-359

Location Map:





UTILITY ENGINEERING GROUP PLLC

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1. Introduction

Green Valley Special Utility District (GVSUD) received the application for residential service from THS RE, LLC for their Pioneer and Stagecoach Road tract on March 4, 2026. Utility Engineering Group, PLLC (UEG) was authorized to prepare a water feasibility study for the proposed subdivision.

This feasibility study reviews and analyzes the proposed development layout, required easements, and projected water demand. UEG has included water use projections based on the application for service and historical water use for the District.

Once this feasibility study has been reviewed by GVSUD staff the applicant will receive a copy for review, and if the terms are acceptable, a water service contract will be established for the development.

2. Land Use Projections

The property is located within the City of Seguin ETJ and Guadalupe County. The proposed development is located southwest of the Pioneer and Stagecoach Road intersection. The property currently is undeveloped and has access to water service from GVSUD. The applicant intends to develop 1 phase on the property with a total of 33 residential lots on the 45.747-acre tract. The applicant has requested a total of 33 – 5/8x3/4-inch water meters and 1 – 5/8x3/4-inch meter for irrigation for a total of 34 Equivalent Dwelling Units (EDU). The historic water demand for connections within the District has been 0.34 acre-feet per connection, however we typically project a demand of 0.4 acre-feet per connection as a conservative assumption. With the 0.4 acre-feet per connection demand, this request totals 13.6 acre-feet per year.

3. Water Availability

GVSUD currently has adequate water supply available to meet the application request under the Canyon Regional Water Authority (CRWA) Water Supply Contract through

the Wells Ranch Phase II project and District owned wells. To aid in GVSUD's long-term planning efforts, we encourage developers to manage the water resources in the most efficient manner. This can be achieved by reducing irrigation demand, water conservation efforts and ensuring that waterline installation is completed correctly, and with adequate bedding materials. This reduces the number of leaks and associated water losses within the system over time.

Based on the number of services and amount of water requested in this application, UEG concludes that GVSUD has adequate water supply to meet the request for potable water for the proposed Pioneer and Stagecoach property development.

4. Existing GVSUD Infrastructure

The following section quantifies the impact to existing GVSUD storage, pumping and distribution infrastructure. This analysis also investigates the impact of the request on the GVSUD water supplies. These supplies include well water and surface/groundwater from the District's Wholesale Provider(s).

4.1 Impact to Water Supply

GVSUD currently has adequate water supply for this development through the District's Wholesale Provider, Canyon Regional Water Authority (CRWA). GVSUD will serve this development from Plant 3 EST on Stagecoach west of the tract. These facilities provide adequate pump, storage and production capacity to meet the long-term need of the property based on the application for service. No additional water rights or production capacity is required for the District to meet the request of this application.

4.2 Impact to the District's Distribution System

Currently, GVSUD has a 12 inch diameter distribution line along Stagecoach Road and a 4 inch along Pioneer Road. The water master plan identifies that the 12 inch will be replaced with a 16 inch in the future. The developer shall grant 20' easement outside of

the right of way dedication to this future line to be installed. There is a 4 inch waterline along Pioneer Road. This line shall be replaced with an 8 inch line along the frontage of the tract to provide a secondary feed for the development.

4.3 Calculated Pressure

The property will be served by the Plant 3 EST. We estimate the pressure in this area to be 85 psi.

4.4 Impact to Water Storage

The Plant 3 EST provides adequate storage for this development. GVSUD also has redundant storage within the distribution system to reliably serve this proposed development. No additional storage is required to meet this request.

5. Fireflow Demand Request

The applicant is required to meet the fireflow requirements for the authority having jurisdiction over the property location. In this case the applicant's property falls within the City of Seguin ETJ and Guadalupe County. The city will require compliance with the International Fire Code. The county fire marshal and applicant have requested 1,750 gpm at 20 psi residual pressure for fire protection and training purposes.

The District has adequate water supply, pumping capacity and distribution lines to meet the fireflow demand requested with the line extensions proposed in Section 4 of this report. The applicant will be responsible for ensuring that the internal water distribution system for the development is adequately sized to meet the required flows and spacing requirements of the applicable local codes.

6. Estimated Costs

The applicant has requested 34 residential EDUs. The current cost of 34 standard residential meter is detailed below:

- Water acquisition fees @ $6,991.23 per EDU = $237,701.82
- Water impact fees @ $7,423 per EDU = $252,382.00
- Meter cost 5/8x3/4-inch @ $750 = $25,500 plus actual meter cost;
- Any associated inspections, installation, and fees per policy.

Water acquisition fees will be due at agreement execution. All other fees will be due at the time of meter set.

7. Conclusions and Recommendations

Green Valley Special Utility District's existing water system is capable of serving this proposed development with domestic water service. The conclusions and recommendations outlined in this report are met by the proposed development and approved by the GVSUD Board of Directors.

The following conditions are provided for GVSUD's consideration:

A. The applicant complies with GVSUD's current policies and pays all applicable fees as discussed in this study.
B. The required easement certification is provided on the recorded plat and any required easements are dedicated to the District. Attachment 2 contains the certification required by the District. If a right-of-way dedication is required by the City, additional easement and expenses may be assessed.
C. GVSUD staff and consultants approve the location, size, material type and all appurtenances prior to construction and final acceptance of the project. GVSUD standard waterline specifications and details shall be followed and a GVSUD inspector shall be present during installation and testing of the infrastructure.
D. Electric, telephone, and any other utilities shall remain outside of the GVSUD easement unless specifically agreed to in writing by GVSUD.
E. Fire hydrants shall be spaced as required by the International Fire Code and City of Seguin/Guadalupe County.
F. After construction completion and GVSUD acceptance, all water distribution improvements shall be dedicated to and maintained by GVSUD. The contractor and/or developer shall warranty all construction and material for a period of one

year. All system improvements that are not prepared by GVSUD must be submitted to GVSUD for review and approval prior to construction. Any work completed without approved plans and inspection by GVSUD will be removed and/or replaced by the applicant at the sole expense of the applicant.

G. Applicant to replace the existing 4 inch waterline with an 8 inch through their property frontage. The applicant shall grant 20’ of easement outside of the right of way dedication for the future Project 38 CIP project in the water master plan as discussed in this report.

This water service feasibility study is subject to the approval and/or modification by the GVSUD Board of Directors after consideration of the information provided herein and the application of the policies of GVSUD. This study is based on the application for service submitted March 2026 if changes or additions are made to the development this study should be revisited.

Attachment 1 – Easement Certification

GREEN VALLEY SPECIAL UTILITY DISTRICT CERTIFICATE

This land development plat has been submitted to and approved by Green Valley Special Utility District for Easements. Upon request of the Customer and payment of the required fees, the District will provide domestic water service to each lot in this Subdivision, by Agreement with the Developer.

_____Agent
Green Valley Special Utility District

EASEMENT CERTIFICATE

The Owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, dedicates to the Green Valley Special Utility District of Marion, Texas, its successors and assigns, a perpetual Easement marked as "GVSUD Waterline Easement", "GVSUD Sewer Easement" or "GVSUD Reuse Water Easement" as applicable with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water or waste-water transmission, collection and/or distribution lines and appurtenances and any other facilities necessary to serve Grantors' property, as well as the Grantee's current and future system-wide customers, together with the right of ingress and egress under, over and across Grantor's adjacent lands and in all streets and byways for the purpose for which the above mentioned rights are granted, including the right to remove from said lands all trees, shrubs, grasses, pavements, fences, structures, improvements, or other obstructions which may interfere with the facility or the access thereto.

It is agreed and understood that no other utilities shall be installed within our easement to include but not limited to permanent structures and/or buildings, concrete slabs, sidewalks, walls, and pavements. Any monetary loss to Green Valley SUD resulting from modifications required of utility equipment located within said Easements due to grade change or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alterations. Upon entering in and upon said Easement, the District will endeavor to restore the land surface to a useable condition but is not obligated to restore it to a pre-existing condition.

The Easement conveyed herein was obtained or improved through Federal financial assistance. This Easement is subject to the provision of Title VI of the Civil Rights Act of 1964, and the regulations issued pursuant thereto for so long as the Easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

REV 09/23

Attachment 2 – GIS Exhibit

GVSUD System Map



3/10/2026

- Guadalupe Meters
- Guadalupe FH
- Air Release Valve
- Flush & Blowoff Valve
- GATE VALVES
- 1 INCH WATER
- 2 INCH WATER
- 4 INCH WATER
- 12 INCH WATER
- 16 INCH WATER
- ROW
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

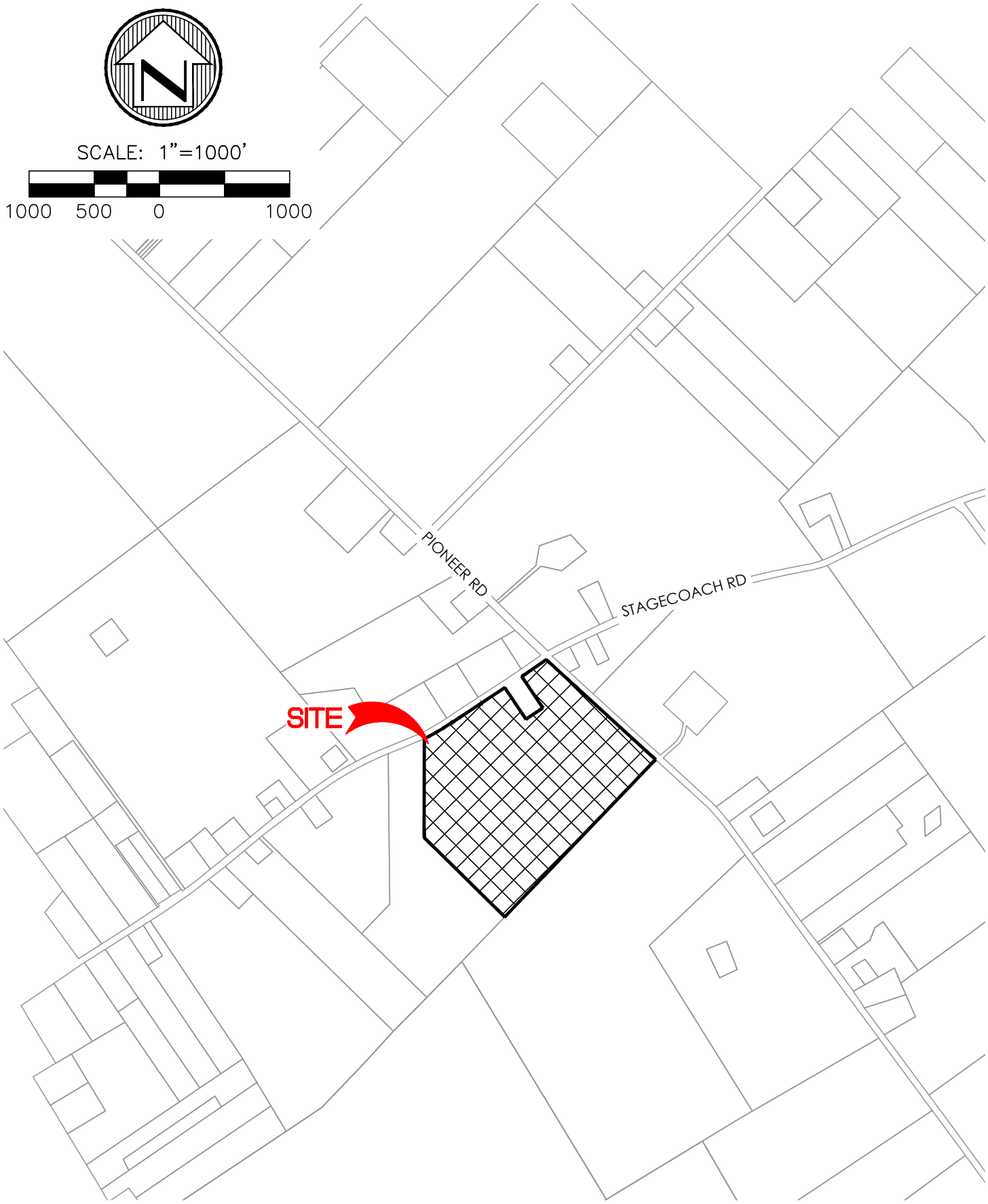
1:6,830

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Vantor

Attachment 3 – Location Map



• Engineers
• Surveyors
• Planners

Moy Tarin Ramirez Engineers, LLC

TBPE F-5297 & TBPLS F-10131500

5723 UNIVERSITY HEIGHTS BLVD., SUITE 103
SAN ANTONIO, TEXAS 78249

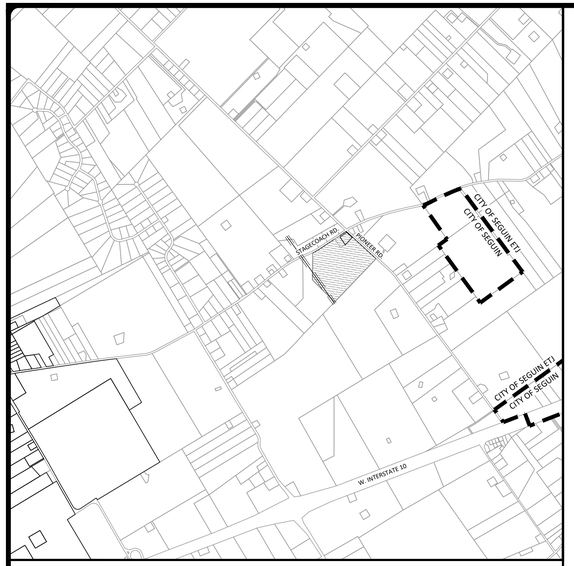
TEL: (210) 698-5051
FAX: (210) 698-5085

PIONEER-STAGECOACH RD

LOCATION MAP

DECEMBER 2025 **EXHIBIT 1**

R:\KRIEGER-MARTIN TRACT\MASTER\DRAWINGS\EXHIBITS\0000_EXHIBIT 1_LOCATION MAP.DWG



LOCATION MAP

SCALE: 1"=80'

0 80 160

LEGEND

- PROPOSED 1 AC. LOT
- 100 YEAR FLOODPLAIN
- DRAINAGE, DETENTION & RETENTION AREA, OPEN SPACE
- PROPOSED RIGHT OF WAY
- PROPOSED CURB
- PROPOSED PROPERTY LINE

LOT COUNT

○ ~33 SINGLE FAMILY RESIDENTIAL LOTS (1 ACRE Typ.)

STAGECOACH RD.

PIONEER RD.

EXISTING ELECTRIC TRANSMISSION LINE EASEMENT

REVISIONS							
NO.	DATE	DESCRIPTION	PROJ. #	DGN. BY:	DWN. BY:	CHKD. BY:	DATE:
			----	----	----	----	----

• Engineers
• Surveyors
• Planners

Moy Tarin Ramirez Engineers, LLC
TBPELS: ENGINEERING: F-5297 /SURVEYING: F-10131500
5723 UNIVERSITY HEIGHTS BLVD., SUITE 103 TEL: (210) 698-5051
SAN ANTONIO, TEXAS 78249 FAX: (210) 698-5085

PIONEER & STAGECOACH TRACTS

1 ACRE LAYOUT

SHEET

E1

Plot Date: April 9, 2021 User ID: Paul Landa
S:\Civil 3 Projects\Pioneer-Stagecoach.dwg

MEMORANDUM

Date: October 6, 2026
Project Name: Tackett Commercial - Water Non-Standard Service Agreement
Applicant: Ryan Tackett
Location: 3050 Haeckerville Road, Cibolo, Texas 78108

Water Development Plan

The subject tract is located within the City of Cibolo City Limits and Guadalupe County. The property is located at 3050 Haeckerville Road. The property currently is undeveloped and has access to water service from GVSUD. The applicant intends to develop a total of 9 commercial lots throughout 8 phases of construction. The applicant has requested 1 3/4-inch meter for the church property and 3 5/8x3/4-inch meters for the 3 additional lots in this phase; however, they need 4.5 EDUs of service. With the 0.4 acre-feet per connection demand, this request totals 1.8 acre-feet per year. GVSUD currently has adequate water supply available to meet the application request under the Canyon Regional Water Authority (CRWA) Water Supply Contract through the Wells Ranch Phase II and District owned wells. To aid in GVSUD's long-term planning efforts, we encourage developers to manage the water resources in the most efficient manner. GVSUD will serve this development from the Haeckerville Meter Station and Wagner Booster Pump Station. These facilities provide adequate pump, storage and production capacity to meet the long-term need of the property based on the application for service. No additional water rights or production capacity is required for the District to meet the request of this application. GVSUD has an existing 16-inch distribution waterline along Haeckerville Rd along the frontage of the property. The applicant will be responsible for the cost of installing their internal waterlines as well as all other appurtenances including fire hydrants within the property which must be compliant with the fireflow criteria of the local jurisdiction. The applicant will also be responsible for providing easements as required to maintain all existing and proposed waterlines. If there is a ROW dedication required by the platting authority, the applicant will need to provide easement outside of the proposed ROW and relocate the 16 inch in that location. No additional system upgrades will be required. The county will require compliance with the International Fire Code however the applicant did not request any fireflow demand coverage in their application. The District has adequate water supply, pumping capacity and distribution lines to meet the fireflow demand requested with the existing system described above.

Estimated Costs

The applicant has requested 6 commercial EDUs with a 1 3/4-inch meter and 3 5/8x3/4-inch meters, the applicant will be responsible for the following costs:
- Water acquisition fees @ $7,480.77 per EDU = $33,663.47
- Water impact fees @ $7,423 per EDU = $33,403.50
- Meter cost 3/4 inch @ $985 = $985 plus actual meter cost
- Meter cost 5/8x3/4 inch @ $800 = $800 plus actual meter cost
- Any associated inspections, installation, etc. per policy.

Any additional fire hydrants required for compliance with fire code will be $5,000 plus the cost of material and installation. There are no additional costs to the District at this time.

Recommended Board Action: GVSUD recommends approval. The proposed development can be feasibly served by GVSUD, subject to the developer meeting all requirements and paying associated fees.

GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD WATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into and by and between Ryan Tackett (hereinafter, "Developer") and Green Valley Special Utility District, hereinafter referred to as "GVSUD" or the "District."

WHEREAS, Developer is engaged in developing that certain approximately 10.3 acres of land at 3050 Haeckerville Road in the City of Cibolo corporate limits, Guadalupe County, Texas, said land being hereinafter referred to as "the Property" and identified by full legal description on Exhibit A attached hereto and incorporated herein for all purposes; and

WHEREAS, Developer is the principal and beneficial owner of each of the three tracts totaling approximately 23.05 acres through ownership of Kathys Money LLC and MGT Properties; and

WHEREAS, Developer desires to develop only the 10.3 acres reflected in the May 13, 2026 Revised Tackett Commercial Development Feasibility Study prepared by Utility Engineering Group, attached to this Agreement as Exhibit B and incorporated herein by reference for all purposes; and

WHEREAS, GVSUD owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its state-certificated certificate of convenience and necessity ("CCN") No. 10646 and district boundaries; and

WHEREAS, Developer is planning to develop a commercial project on the Property with three 5/8-inch x 3/4-inch meters and one ¾-inch meter for a total of 4.5 EDUs for domestic use, for a total of four and ½ (4.5) Equivalent Dwelling Units ("EDU") of retail water service; and

WHEREAS, Developer has requested GVSUD to provide such water service to the Property through an extension of GVSUD's water system, such extension being hereinafter referred to as the "Water System Extension."

NOW THEREFORE, LET IT BE KNOWN, 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, Developer and GVSUD agree as follows:

1. Water System Extension.

The Water System Extension, consisting of the District System and Subdivision System improvements, shall be designed and constructed to provide tariffed non-standard water utility service to the Property. The Water System Extension shall be engineered in accordance with the applicable specifications of GVSUD and all governmental agencies having jurisdiction. The non-standard service requirements of the Property are set forth Exhibit B. The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development of the Property provided by the Developer to, and approved by, GVSUD.

The terms and conditions for the extension of GVSUD's retail public water utility service to the Property are specified in Exhibit B and GVSUD's Operations Policy.

a. Subdivision System.

The "Subdivision System" improvements shall include all water lines, service lines, meters and appurtenances, inclusive of fire hydrants compliant with the specifications of all local jurisdictions, and any required pressure-reducing valves within the boundaries of the Property and all required facilities for interconnection to the District System. The Subdivision System shall be engineered and designed by GVSUD's consulting engineer, who shall also be responsible for overseeing the construction of the Subdivision System under the applicable rules of the Texas Commission on Environmental Quality ("TCEQ"), the Texas Board of Professional Engineers ("TBPE"), GVSUD Water Standards and Design Criteria, and GVSUD Standard Water Details. .

GVSUD shall design and construct, at Developer's sole expense, all of the water utility infrastructure necessary to provide public utility and fire-fighting services to the Property.

b. District System.

The "District System" improvements shall include all water production, storage, treatment, pressure, transmission lines and other System facilities outside the Property as specified in Exhibit B. The District System improvements shall be engineered and designed in accordance with the applicable specifications of GVSUD, including GVSUD Water Standards and Design Criteria and GVSUD Standard Water Details, and all governmental agencies having jurisdiction. All engineering and design for the District System will be undertaken by GVSUD's consulting engineer prior to the issuance of any bid request for the construction of the District System improvements and the commencement of any utility system construction on the Property.

After completion of the plans and specifications by the GVSUD's consulting engineer, and review and approval by Developer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".

As further specified in Exhibit B, Developer shall be responsible for the cost of connecting the Subdivision System improvements to GVSUD's existing 16-inch distribution line inside the Property. Developer shall further be responsible for dedicating all easements in private property, both inside and outside the Property required by GVSUD as a condition of the provision of service to the Property. Fire hydrant and valve locations will be evaluated during plan review, but must be compliant with the fireflow criteria of the local jurisdiction.

If the requirements to serve the Property change due to material changes to the requested service plan by the Developer or changes in Public Drinking Water system rules by the TCEQ, the changes in GVSUD's facilities and service capacities necessitated by these actions shall be designed and constructed by GVSUD at the Developer's cost.

2. <u>Fire Flows</u>.

Developer has requested and GVSUD has agreed to provide additional water service capacities to the Property sufficient to provide fire flows to the extent and in the manner described in Exhibit B. Developer must comply with all state and federal regulations and all applicable local fire flow requirements at Developer's sole cost. If the requirements for fire-fighting service capacity imposed by any lawful regulatory body are changed, the Developer or its successors shall be obligated to pay for any modifications to or additional service capacities from the District System necessary to accommodate those changes.

3. <u>Required Easements or Rights-of-Way</u>.

Developer shall be responsible for dedicating at Developer's cost any easements across the Property required for the provision of service. Electric, telephone, and any other utilities shall remain outside of the GVSUD easement unless specifically consented to in writing by GVSUD.

All pipeline easements assigned to GVSUD shall be not less than 20 feet in width. The pipeline easement(s) shall be located on private property along a route that best facilitates the most reliable and efficient operation of the Water System Extension. If such optimal route adversely affects the easement grantor, Developer may request an alternate course of the easement except that when the pipeline(s) or plant is installed, the easement herein granted shall be limited to a strip of land 20-feet in width from the centerline or center-point thereof. GVSUD's consulting engineer shall have the final decision on where any easement must be located.

There shall be a construction easement of no less than 20 feet parallel and adjacent to said pipeline easements for the period necessary to construct and test public utility pipelines and such other utility plant with the easement. After the newly constructed pipelines, utility plant or other facilities have been constructed and placed into commercial operation, the construction easement shall terminate. Thereafter, the easement shall be only 20 feet in width.

4. <u>Service from the Water System Extension</u>.

(a) After proper completion and dedication of the District System improvements to GVSUD, GVSUD shall provide continuous and adequate water service to the Property under the requirements of GVSUD's state-issued certificate of convenience and necessity, TCEQ regulations, and all duly adopted rules and regulations of GVSUD and payment of the following:

(1) All standard rates, fees and charges as reflected in GVSUD's approved Operations Policy;

(2) Any applicable impact or capital recovery fee adopted by GVSUD; and

(3) Any applicable water acquisition fee adopted by GVSUD.

(b) Unless the prior approval of GVSUD is obtained, the Developer shall not:

(1) Construct or install additional water lines or facilities to service areas outside the Property;

(2) Add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or

(3) Connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

5. <u>Subdivision Restrictions</u>.

Developer shall create and enforce a permanent and irrevocable subdivision deed, plat, or other restriction and/or covenant running with the land that shall prohibit the construction of private potable water systems or water wells within the subdivision. These prohibitions need not apply to non-potable water sources used for irrigation purposes only if they do not encroach on or in any way hazard GVSUD's source of water. No interconnection between a private water supply and GVSUD's water supply may be constructed or maintained except in strict

conformance with applicable state or federal health, safety, environmental or utility regulations.

6. Cost Changes.

Due to the variable market for needed materials and supplies, quotations for the cost of construction of utility plant and/or upgrades, if any, that will be necessary to meet the service demands of the service application shall be valid and effective only for the date of presentation by GVSUD's consulting engineer. For purposes of this Agreement, the "date of presentation" means the date the quotations and Water System Extension plans were presented to the Developer. Following the date of presentation, materials and supplies for construction may include an adjustment to reflect current market prices if such changes are found reasonable and approved in writing by GVSUD's consulting engineer. All costs of change orders or other modifications of the engineered design and/or TCEQ-approved plans shall be borne by Developer unless such changes or modifications are made at GVSUD's request for the sole benefit of other GVSUD customers.

7. Construction of the Water System Extension.

Developer has requested, and GVSUD has agreed, to construct the Water System Extension, including both Subdivision System and District System improvements. No construction shall commence until plans and specifications for the District System have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law.

The District may elect to receive bids for the construction of the Water System Extension improvements in accordance with generally accepted bidding practices and state law and, if the District elects to contract for the construction, shall award the contract for the construction of the District System improvements. GVSUD may reject any bid, contractor, or subcontractor if GVSUD or its agents have had an unsatisfactory experience with that contractor or subcontractor. No construction will commence until plans and specifications for the Water System Extension improvements have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law. GVSUD shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, or certificates.

The Water System District System improvements shall be constructed in accordance with the approved plans and specifications. GVSUD may charge reasonable inspection fees based on the actual costs of labor, travel, and incidental expenses of the inspectors.

(c) Limitation of Liability.

GVSUD shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, certificates, or contractor acceptable to both GVSUD and Developer. GVSUD shall have no liability whatsoever for the acts and omissions of Developer, its engineer(s), its contractor(s) or its subcontractor(s). Developer shall indemnify GVSUD for all expenses or damages incurred by GVSUD, including attorney and litigation costs, related to the Water System Extension improvements until such improvements are dedicated to and accepted by GVSUD and the one-year warranty period has expired. All rights and protections of GVSUD in this Paragraph shall be extended to GVSUD's directors, officers, employees, attorney(s), engineer(s), contractor(s), and subcontractor(s).

8. <u>Dedication of Water System Extension to GVSUD</u>.

Upon proper completion of construction of the Water System Extension improvements and final inspection thereof by GVSUD, the Water System Extension shall be dedicated to GVSUD by an appropriate legal instrument approved by GVSUD's Attorney. GVSUD shall maintain all District System improvements upon proper completion of construction. Developer shall bear any costs of remediation or rehabilitation necessary to bring the Water System Extension improvements into compliance with all state, federal, and GVSUD standards before acceptance by GVSUD. GVSUD shall have the sole decision of when the Water System Extension is acceptable. Following dedication and placement into service of the Water System Extension, said improvements shall thereafter be owned and maintained by GVSUD; however, Developer shall warrant the construction and suitability of the same for a period of one (1) calendar year and shall bear all costs of repairs and improvements during this warranty period.

9. <u>Cost of the Water System Extension</u>.

(a) Developer shall pay all costs associated with the District System improvements as a contribution in aid of construction, including without limitation the cost of the following:

(1) Engineering and design;

(2) Easement or right-of-way acquisition;

(3) Construction;

(4) Inspection;

(5) Attorneys' fees;

(6) Governmental or regulatory approvals required to lawfully provide service;

(7) GVSUD's water acquisition charge; and

(8) GVSUD's prescribed capital recovery fee/connection fee (by anticipated meter size), which shall be charged for each lot and/or service connection the Water System Extension is designed to serve for any production, treatment, storage, pressure and transmission facilities to be added to the District System. GVSUD's capital recovery fee shall not be subject to credit for District System improvements required by Exhibit B, nor shall any credit against GVSUD's capital recovery fee be applied to any Subdivision System improvement.

(b) Developer shall indemnify GVSUD and hold GVSUD harmless from all of the foregoing costs.

(c) Payment Timing:

(1) A Non-Standard Service Investigation Fee in an amount set by the GVSUD's General Manager, in consultation with the GVSUD's consulting engineer and counsel, shall be paid by ACH or cashier's check to GVSUD at the time of initial application for service.

(2) Water acquisition charges for all proposed service connections shall be paid in the amount then in effect under GVSUD's Operations Policy. Water acquisition fees for all proposed service connections for the Property shall be due and payable no later than ninety (90) days following the Effective Date of this Agreement.

(3) Capital recovery fees shall be paid at the time Developer or its assignee requests the initiation of water utility service to the Property at the then-effective capital recovery fee amount in GVSUD's Operations Policy.

(d) Except for the one-year warranty provided for in this Agreement, nothing herein shall be construed as obligating the Developer to maintain the Water System Extension Improvements subsequent to their dedication and acceptance for maintenance by GVSUD and the expiration of the warranty period.

(e) If the Developer requests GVSUD to install a meter during the construction of the Subdivision System infrastructure, Developer shall pay the normal monthly service rates for each meter beginning with the date of installation. Unless the service meter is for the Developer's own permanent use and not for property to be resold to the public in the ordinary course of business, Developer shall pay a customer service deposit then in effect pursuant to GVSUD's Operations Policy per 5/8-inch meter. The deposit shall be increased by the meter

equivalency factors in GVSUD's approved Operations Policy for larger meters. Failure to timely pay the service charges and/or deposits for any individual meter shall be grounds for discontinuance and/or refusal of service for all other meters held by Developer.

No construction of any portion of the Subdivision System shall be constructed prior to the time of plat review or construction plan submission for review, whichever is earlier. The connection/capital recovery fees and water acquisition charges to be paid shall be fees included in GVSUD's Operations Policy on the date of payment. Connection fees and water acquisition charges shall not be "grandfathered."

10. Term of Contract.

Execution of this Agreement shall bind the parties for a period of two calendar years. The Agreement term will extend automatically if the Water System Extension improvements remain under construction, all applicable GVSUD fees have been timely paid, and Developer or its successor has complied with all GVSUD rules and regulations. GVSUD may terminate this Agreement without reimbursement to Developer in the event that any GVSUD cost invoiced to Developer has not been paid to GVSUD within 90 days of the date of invoice.

11. Effect of Force Majeure.

In the event either 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 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, pandemics, 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 inabilities 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 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.

12. <u>Notices</u>.

Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the GVSUD shall be addressed:

Green Valley Special Utility District
Attn: General Manager
P O Box 99
Marion, Texas 78124
Tel. (830) 914-2330

with copy to:

Shan Rutherford
Terrill & Waldrop
810 West 10th Street
Austin, Texas 78701
Tel. (512) 474-9100

Any notice mailed to Developer shall be addressed:

Ryan Tackett
15592 Miller Road
St. Hedwig, TX 78152
Tel. (210) 842-7223

with copy to:

Andrew Barboza
Meals-Myers Engineering & Surveying
10102 Huebner Road
San Antonio, TX 78240
Tel. (210) 667-6823

Either party may change the address for notice by giving notice of such change in accordance with the provisions of this paragraph.

13. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

14. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

15. 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 of GVSUD and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

16. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable within the state-certificated service area of GVSUD.

17. Venue.

Venue for any civil suit arising hereunder shall be in Guadalupe County, Texas. Venue for any administrative law action arising hereunder shall be vested in the applicable state agency and the appropriate courts of Travis County, Texas.

18. Successors and Assigns.

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

19. Assignability.

The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of the GVSUD, which consent will not be unreasonably withheld. GVSUD may assign this Agreement to any other retail public utility authorized by the TCEQ and/or Public Utility Commission of Texas to serve the Property.

20. Effective Date.

This Agreement shall be effective from and after the date of due execution by all Parties.

21. Conflict.

In the event there is determined to be a conflict between the terms of this Agreement and the provisions in GVSUD's Operations Policy governing the same matter, GVSUD's Operations Policy shall prevail.

22. Recitals Incorporated.

The recitals to this Agreement are incorporated herein by reference for all purposes.

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.

GVSUD	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____

GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT

Exhibit A – Legal Description of the Property

07/16/2026

To whom it may concern,

I, Ryan Tackett, owner of MGT Properties LLC and Kathys Money LLC, am authorized to submit documents on behalf of both entities. As well as make decisions for all purposes regarding each entity to conduct business. This specific letter is to notify Green Valley Special Utility District that I am in fact the authorized representative of these entities and can make decisions on their behalf for our upcoming water line installation.

Regards,



Ryan Tackett

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

Executor's Deed Without Warranty

Date: May 17, 2021

Grantor: Ryan Mark Tackett, as Independent Executor of the Estate of Kathy Grobe Tackett, Deceased, Probate Cause #2020PC0341, in the County Court, Sitting in Matters Probate, Guadalupe County, Texas.

Grantor's Mailing Address: 15592 Miller Rd.
St. Hedwig, Texas 78152
Bexar County

Grantee: Ryan Mark Tackett

Grantee's Mailing Addresses: 15592 Miller Rd.
St. Hedwig, Texas 78152
Bexar County

Consideration: Pursuant to the terms of Deceased Grantor's Will.

Property (including any improvements):

All of Grantor's undivided interest in the following described real property:

0.828 acre tract of land out of the Jose Flores Survey, Abstract No. 134, in Guadalupe County, Texas which is further described in Exhibit A attached hereto and made a part hereof for all intents and purposes; and

20.547 acres of land, situated in the Jose Flores Survey, A-134, Guadalupe County, Texas, said 20.547 acre tract is off the northwest side of the residue of called 83 acres in conveyance from Udo L. Grobe to Nathan A. Grobe, recorded in Volume 727 at Page 25 (no description, see Volume 210, Page 405) of the Official Records of said county and further described in the Exhibit B attached hereto and made a part hereof for all intents and purposes

Property Address: 2960 Haeckerville Rd., Cibolo, Guadalupe County, Texas 78108

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all

presently recorded and validly existing instruments, other than liens and conveyances, that affect the Property; and taxes for the current year, which Grantee assumes and agrees to pay.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever.

When the context requires, singular nouns and pronouns include the plural.

Ryan Mark Tackett, Independent Executor/Grantor

STATE OF TEXAS)(
)(
COUNTY OF COMAL)(

This instrument was acknowledged before me on May 17, 2021, by Ryan Mark Tackett, as Independent Executor/Grantor.

REBECCA JAROSZEWSKI
My Notary ID # 126955142
Expires July 13, 2021

Notary Public

PREPARED WITHOUT OPINION
OR REVIEW OF TITLE BY:
The Voeller Law Firm
19311 FM 2252
San Antonio, Texas 78266

AFTER RECORDING RETURN TO:
The Voeller Law Firm
19311 FM 2252
San Antonio, Texas 78266

Exhibit A

All that certain 0.828 acre tract of land out of the Jose Flores Survey, Abstract No. 134, in Guadalupe County, Texas, and being out of a tract called 83 acres, more or less, conveyed to Nathan A. Grobe recorded in Volume 727, Page 25 of the Official Records of Guadalupe County, Texas, said 83 acre tract not described in Volume 727, Page 25 but is described in Deed recorded in Volume 201, Page 405 of the Deed Records of Guadalupe County, Texas, and all bearings referred to in this description are rotated to and referenced to a bearing of North 60 degrees 00 minutes East along the occupied Northwest line of the above referenced 83 acre tract, said 0.828 acre tract being more particularly described as follows:

BEGINNING: At an iron pin set in the occupied Northwest fenced line of the above referenced tract, for the North corner of this tract, said point being South 60 degrees 00 minutes West 1670.17 feet from the occupied North corner of the above referenced tract, said North corner located in the Southwest line of a road, called 327 Haeckerville Road;

THENCE: Into the above referenced tract, South 26 degrees 56 minutes 36 seconds East 169.94 feet to an iron pin set for the East corner of this tract;

THENCE: South 60 degrees 02 minutes 09 seconds West 212.76 feet to an iron pin set for the South corner of this tract;

THENCE: North 26 degrees 47 minutes 44 seconds West 169.83 feet to an iron pin set in the occupied Northwest fenced line of the above referenced tract, for the West corner of this tract, said point also being in the Southeast line of a tract called 48.36 acres described in Volume 609, Pages 325-326 of the Official Records of Guadalupe County, Texas;

THENCE: Along said Northwest line, the general direction of an existing fence line, North 60 degrees 00 minutes East 212.33 feet to the POINT OF BEGINNING and containing 0.828 acres of land, more or less, according to an on-the-ground survey made by S. Craig Hollmig, Registered Professional Land Surveyor #2389, dated April 2, 1993.

Exhibit B

Being a 20.547 ACRE TRACT situated in the Jose Flores Survey, A-134, Guadalupe County, Texas, said 20.547 ACRE TRACT is off the northwest side of the residue of called 83 Acres in conveyance from Udo L. Grobe to Nathan A. Grobe recorded in Volume 727 at Page 25 (no description, see Volume 210, Page 405) of the Official Records of said county and being described by metes and bounds as follows:

BEGINNING at a 60d nail found 1 foot northeast of 8 inch diameter Creosote fence corner post marking the north corner of the tract herein described, same being the north corner of said residue 83 acre tract; being the east corner of a tract called 48.36 Acres in conveyance from Clarence Weir by Calvin Weir, Trustee to Edward Joseph Sczech, Jr. et al recorded in Volume 1179 at Page 373 and being the approximate location of the intersection of the common line of the Jose Flores Survey, A-134 and the Francisco Rodriguez Survey, A-271 with that of the southwest line of Haeckerville Road.

THENCE with a fence along the northeast line of the tract herein described, same being a segment of the common line of said residue 83 acre tract with that of said Haeckerville Road, S 30° 11' 51" E 403.25 feet (called N 30° W) to a ½ inch diameter rebar set with cap (B&A) marking the east corner of the tract herein described and being the north corner of a 21.375 acre tract this day surveyed by me.

THENCE with the southeast line of the tract herein described, the northwest line of said 21.375 acre tract, into and across said residue 83 acre tract, S 61° 25' 19" W at 1585.64 feet a ½ inch diameter rebar set with cap (B&A), at 2201.69 feet a ½ inch diameter rebar set with cap (B&A) and at 2484.06 feet to the south corner of the tract herein described, lying in the water's edge of Cibolo Creek and being the west corner of said 21.375 acre tract.

THENCE with the water's edge along the southwest line of the tract herein described, same being the common line of said residue 83 acre tract with that of said water's edge of Cibolo Creek, as follows:

N 61° 01' 50" W 40.78 feet,
N 42° 31' 55" W 33.45 feet,
N 33° 11' 20" W 65.57 feet,
N 40° 44' 52" W 84.16 feet,
N 59° 32' 27" W 33.83 feet,
N 45° 16' 11" W 49.59 feet,
N 04° 56' 23" W 26.80 feet, and
N 35° 09' 36" W 18.16 feet to the west corner of the tract herein described, same being the west corner of said residue 83 acre tract and being the south corner of said 48.36 acre tract.

THENCE with a segment of the northwest line of the tract herein described, same being a segment of the common line of said residue 83 acre tract with that of said 48.36 acre tract, N 59° 52' 51" E at 251.13 feet a ½ inch diameter rebar set with cap (B&A) and at 667.14 feet a ½ inch diameter rebar found marking a northwest corner of the tract herein described, same being a northwest corner of said residue 83 acre tract, being the west corner of a tract called 0.828 Acres in conveyance from Nathan A. Grobe, Sr. et ux to Kathy Grobe Tackett in Volume 1036 at Page 53.

THENCE continuing with the northwest line of the tract herein described, same being the common line of said residue 83 acre tract with that of said 0.828 acre tract as follows:

S 25° 57' 58" E 169.94 feet (called N 26° 47' 44" W 169.83 feet in Volume 1036 at Page 53) to a ½ inch diameter rebar found,

N 59° 53' 14" E 212.75 feet (called S 60° 02' 09" W 212.76 feet in Volume 1036 at Page 53) to a ½ inch diameter rebar set with cap (B&A) marking a re-entrant corner of the tract herein described, same being the east corner of said 0.828 acre tract, and

N 27° 06' 31" W 169.94 feet (called S 26° 56' 36" E 169.94 feet in Volume 1036 at Page 53) to a ½ inch diameter rebar found marking a northwest corner of the tract herein described, same being a northwest corner of said residue 83 acre tract, north corner of said 0.828 acre tract, lying in the southeast line of said 48.36 acre tract and marking the approximate location of the common line of the Jose Flores Survey, A-134 and the Francisco Rodriguez Survey, A-271.

THENCE continuing with the northwest line of the tract herein described, same being a segment of the common line of said residue 83 acre tract with that of said 48.36 acre tract and along said common survey line, N 59° 50' 59" E 1670.09 feet (called S 60° W in Volume 201 at Page 405) to the PLACE OF BEGINNING and containing 20.547 ACRES OF LAND.

This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the record.

202199016940
I certify this instrument was ELECTRONICALLY FILED
and RECORDED in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
05/18/2021 09:27:46 AM PAGES: 5 JEANNE
TERESA KIEL, COUNTY CLERK

Teresa Kiel

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

General Warranty Deed

Date: October 12, 2021

Grantor: Ryan Mark Tackett

Grantor's Mailing Address: 15592 Miller Rd.
St. Hedwig, Texas 78152
Bexar County

Grantee: Kathys Money, LLC, a Texas Limited Liability Company

Grantee's Mailing Address: 15592 Miller Rd.
St. Hedwig, Texas 78152
Bexar County

Consideration: Ten Dollars and other good and valuable consideration.

Property (including any improvements):

All of Grantor's interest in the following described real property:

See Exhibit "A" attached hereto and made a part hereof for all intents and purposes

Property Address: 3010 Haeckerville Rd. Cibolo TX 78108

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than liens and conveyances, that affect the Property; and taxes for the current year, which Grantee assumes and agrees to pay.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Ryan Mark Tackett, Grantor

STATE OF TEXAS)
COUNTY OF COMAL)

This instrument was acknowledged before me on October 12, 2021, by Ryan Mark Tackett, Grantor.

REBECCA L JAROSZEWSKI
Notary ID #126955142
My Commission Expires
July 13, 2025

Notary Public

PREPARED WITHOUT OPINION
OR REVIEW OF TITLE BY:
The Voeller Law Firm
19311 FM 2252
San Antonio, Texas 78266

AFTER RECORDING RETURN TO:
The Voeller Law Firm
19311 FM 2252
San Antonio, Texas 78266

Exhibit A

METES AND BOUNDS

Being 1.505 acres of land, more or less, out of the Jose Flores Survey, Abstract 134, Guadalupe County, Texas, and being out of the Ryan Mark Tackett 20.547 acres described in Executor's Deed Without Warranty recorded in Document No. 202199016940, Official Public Records of Guadalupe County, Texas, TOGETHER WITH a Proposed 30-foot Ingress/Egress Easement surveyed this same date; said 1.505 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the East corner of this 1.505 acres, same being the East corner of said Tackett 20.547 acres, and on the southwest Right-of-Way line of Haeckerville Road, same also being the North corner of the Branden N. Nichols, et ux, 21.375 acres (Volume 4232, Page 554) and the **POINT OF BEGINNING;**

THENCE along the line common to this 1.505 acres and said Nichols 21.375 acres, South 61 degrees 01 minutes 32 seconds West (called South 61 degrees 25 minutes 19 seconds West), a distance of 409.91 feet to a 1/2-inch iron rod capped WALS set for the South corner of this 1.505 acres, same being the lower southeast corner of the remainder of said Tackett 20.547 acres;

THENCE departing the southeast boundary of said Tackett 20.547 acres and severing, the following courses and distances:

North 30 degrees 05 minutes 51 seconds West, a distance of 160.00 feet to a 1/2-inch iron rod capped WALS set for the West corner of this 1.505 acres;

North 61 degrees 01 minutes 32 seconds East, a distance of 409.91 feet to a 1/2-inch iron rod capped WALS set for the North corner of this 1.505 acres, same being the upper southeast corner of the remainder of said Tackett 20.547 acres, and on the southwest Right-of-Way line of said Haeckerville Road;

THENCE along the southwest Right-of-Way line of said Haeckerville Road, South 30 degrees 05 minutes 51 seconds East (called South 30 degrees 11 minutes 51 seconds East), a distance of 160.00 feet to the **POINT OF BEGINNING**, and containing 1.505 acres of land, more or less.

Proposed 30-foot Ingress/Egress Easement
Being 0.282 acres of land, more or less, situated in the Jose Flores Survey, Abstract 134, Guadalupe County, Texas, and situated in the Ryan Mark Tackett 20.547 acres described in Executor's Deed Without Warranty recorded in Document No. 202199016940, Official Public Records of Guadalupe County, Texas, said Easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found for the East corner of said Tackett 20.547 acres, same being on the southwest Right-of-Way line of Haeckerville Road, and the North corner of the Branden N. Nichols, et ux, 21.375 acres (Volume 4232, Page 554), same also being the **POINT OF COMMENCEMENT;**

THENCE along the southwest Right-of-Way line of said Haeckerville Road, North 30 degrees 05 minutes 51 seconds West (called North 30 degrees 11 minutes 51 seconds West), a distance of 160.00 feet to a 1/2-inch iron rod capped WALS set for the East corner of this Easement and the **POINT OF BEGINNING;**

THENCE departing the southwest Right-of-Way line of said Haeckerville Road and over and across said Tackett 20.547 acres, the following courses and distances:

South 61 degrees 01 minutes 32 seconds West, a distance of 409.91 feet to a 1/2-inch iron rod capped WALS set for the South corner of this Easement;

North 30 degrees 05 minutes 51 seconds West, a distance of 30.00 feet to a 1/2-inch iron rod capped WALS set for the West corner of this Easement;

North 61 degrees 01 minutes 32 seconds East, a distance of 409.91 feet to an "X" set in concrete for the North corner of this Easement, same being on southwest Right-of-Way line of said Haeckerville Road;

THENCE along the southwest Right-of-Way line of said Haeckerville Road, South 30 degrees 05 minutes 51 seconds East (called South 30 degrees 11 minutes 51 seconds East), a distance of 30.00 feet to the **POINT OF BEGINNING.**

This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the record.

202199035789
I certify this instrument was ELECTRONICALLY FILED
and RECORDED in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
10/15/2021 02:41:41 PM PAGES: 4 JEANNE
TERESA KIEL, COUNTY CLERK

Teresa Kiel

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General Warranty Deed

Date: June 26, 2024

Grantor: Ryan Mark Tackett

Grantor's Mailing Address: 15592 Miller Rd.
St. Hedwig, Texas 78152
Bexar County

Grantee: MGT Properties, LLC, a Texas Limited Liability Company

Grantee's Mailing Address: 2960 Haeckerville Road
Cibolo, Texas 78108
Guadalupe County

Consideration: Ten Dollars and other good and valuable consideration.

Property (including any improvements):

See Exhibit "A" attached hereto and made a part hereof for all intents and purposes

Property Address: 3050 Haeckerville Rd. Cibolo TX 78108

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than liens and conveyances, that affect the Property; and taxes for the current year, which Grantee assumes and agrees to pay.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Ryan Mark Tackett, Grantor

STATE OF TEXAS)
COUNTY OF COMAL)

This instrument was acknowledged before me on June 26, 2024, by Ryan Mark Tackett, Grantor.

ANGELA A. SCHROEDER
My Notary ID # 129618966
Expires November 7, 2025

Notary Public

PREPARED WITHOUT OPINION
OR REVIEW OF TITLE BY:
The Voeller Law Firm
19311 FM 2252
San Antonio, Texas 78266

AFTER RECORDING RETURN TO:
The Voeller Law Firm
19311 FM 2252
San Antonio, Texas 78266

EXHIBIT "A"

Being 1.000 acre of land, more or less, out of the Jose Flores Sr. Survey No. 63, Abstract 134, Guadalupe County, Texas, and out of that 20.547 acres described in Executor's Deed without Warranty recorded in Document No. 202199016940, Official Public Records of Guadalupe County, Texas, **TOGETHER WITH** a 30-foot ingress/egress easement surveyed this same date; said 1.000 acre being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found for the North corner of the Kathy's Money, LLC 1.505 acres (Document No. 202199035789), same being on the northeast line of said 20.547 acres and on the southwest Right-of-Way of Haeckerville Road, same also being the **POINT OF COMMENCEMENT;**

THENCE along the line common to said Kathy's Money 1.505 acres and the remaining portion of said 20.547 acres, South 61 degrees 01 minutes 32 seconds West, a distance of 409.91 feet to a 1/2-inch iron rod found for the North corner of this 1.000 acre, same being the West corner of said Kathy's Money 1.505 acres and the **POINT OF BEGINNING;**

THENCE along the line common to this 1.000 acre and said Kathy's Money 1.505 acres, South 30 degrees 05 minutes 51 seconds East, a distance of 160.00 feet to a 1/2-inch iron rod capped WALS set for the East corner of this 1.000 acre, same being the South corner of said Kathy's Money 1.505 acres and on the southeast line of said 20.547 acres, same also being on the northwest line of the Branden N. Nichols, et ux 21.375 acres (Volume 4232, Page 554);

THENCE along the line common to this 1.000 acre, said 20.547 acres, and said Nichols 21.375 acres, South 61 degrees 01 minutes 32 seconds West (called South 61 degrees 25 minutes 19 seconds West), a distance of 272.30 feet to a 1/2-inch iron rod capped WALS set for the South corner of this 1.000 acre;

THENCE departing the southeast line of and severing said 20.547 acres, the following courses and distances:

North 30 degrees 05 minutes 51 seconds West, a distance of 160.00 feet to a 1/2-inch iron rod capped WALS set for the West corner of this 1.000 acre;

North 61 degrees 01 minutes 32 seconds East, a distance of 272.30 feet to the **POINT OF BEGINNING,** and containing 1.000 acre of land, more or less.

~AND~

Proposed 30-foot Ingress/Egress Easement
Being 0.188 acre of land, more or less, out of the Jose Flores Sr. Survey No. 63, Abstract 134, Guadalupe County, Texas, and out of that 20.547 acres described in Executor's Deed without Warranty recorded in Document No. 202199016940, Official Public Records of Guadalupe County, Texas; said 0.188 acre ingress/egress easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found for the North corner of the Kathy's Money, LLC 1.505 acres (Document No. 202199035789), same being on the northeast line of said 20.547 acres and on the southwest Right-of-Way of Haeckerville Road, same also being the **POINT OF COMMENCEMENT**;

THENCE along the line common to said Kathy's Money 1.505 acres and the remaining portion of said 20.547 acres, South 61 degrees 01 minutes 32 seconds West, a distance of 409.91 feet to a 1/2-inch iron rod found for the lower northeast corner of this easement, same being the West corner of said Kathy's Money 1.505 acres and the North corner of 1.000 acre surveyed this same date, same also being the **POINT OF BEGINNING**;

THENCE along the line common to this easement and said 1.000 acre, and crossing said 20.547 acres, South 61 degrees 01 minutes 32 seconds West, a distance of 272.30 feet to a 1/2-inch iron rod capped WALS set for the lower southwest corner of this easement, same being the West corner of said 1.000 acre;

THENCE continuing across said 20.547 acres, the following courses and distances:

North 30 degrees 05 minutes 51 seconds West, a distance of 30.00 feet to a 1/2-inch iron rod capped WALS set for the upper southwest corner of this easement;

North 61 degrees 01 minutes 32 seconds East, a distance of 272.30 feet to a 1/2-inch iron rod found for the upper northeast corner of this easement, same being the upper southwest corner of an existing 30-foot ingress/egress easement;

South 30 degrees 05 minutes 51 seconds East, a distance of 30.00 feet to the **POINT OF BEGINNING**, and containing 0.188 acres of land, more or less.

FILED and RECORDED in the OFFICIAL PUBLIC RECORDS

Honorable Teresa Kiel, Guadalupe County Clerk

Document Number:	202499014922
Recorded On:	June 26, 2024 02:21 PM
Total Pages:	5
Total Fees:	$37.00

Discriminatory restrictive covenants based on race, color, religion contradict the 14th Amendment's Equal Protection Clause and are therefore unenforceable under federal law. Supreme Court Decision Shelly v. Kraemer 1948.

THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION AND SHALL REMAIN A PART OF THIS INSTRUMENT.

Receipt Number:	20240626000084	**Return To:**
User:	Leah D	EPN
Station:	Production 4	

STATE OF TEXAS
GUADALUPE COUNTY

I hereby certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.

COUNTY COURT GUADALUPE COUNTY, TEXAS

Teresa Kiel

Teresa Kiel
Guadalupe County Clerk
Guadalupe County, TX

GREEN VALLEY SPECIAL UTILITY DISTRICT
NON-STANDARD SERVICE AGREEMENT

Exhibit B – Water Service Feasibility Study for the Property

GREEN VALLEY SPECIAL UTILITY DISTRICT

TRANSMITTAL

TRANSMITTAL ID: 05112026B

DATE: 05/15/2026

PURPOSE: Water Feasibility Study Review and Approval

VIA: EMAIL

GVSUD PROJECT NAME: Tackett Commercial Development

GVSUD PROJECT NUMBER: N/A

SUBJECT: Water Feasibility Study Review and Approval

FROM

NAME	COMPANY	EMAIL	PHONE
Mikayla Bradshaw	GVSUD	mbradshaw@gvsud.org	210 480 7756

TO

NAME	COMPANY	EMAIL	PHONE
Ryan Tackett	Tackett Commercial	ryan@tackettins.com	210 842 7223

WE ARE SENDING YOU ☑ **ATTACHED** ☐ **UNDER SEPARATE COVER VIA** _____

☑ Feasibility Study ☐ Plan Approval Letter ☐ Revised Plans/Plats ☐ Documents

☐ NSSA ☐ Invoice ☐ Testing Reports ☐ Other _____

QUANTITY	DESCRIPTION
1	Water Services Memo
1	Water Services Feasibility Study

THESE ARE TRANSMITTED as checked below:

☑ For Approval ☐ For Correction ☐ Approved ☐ For Your Use

☑ For Signature ☐ As Requested ☑ For Review and Comment

REMARKS:

This Feasibility study will expire six months from the date of this transmittal. Please review & if there are any questions or concerns, please email me at mbradshaw@gvsud.org with those concerns. If you wish to go to contract after reviewing the study & transmittal, please return this transmittal signed to mbradshaw@gvsud.org, consenting GVSUD to move this study forward into composing a non-standard service agreement (NSSA), aka contract. The NSSA will take 45-60 days to complete, then it will be provided to the applicant for review. Upon receiving the signed NSSA, it will be scheduled to be provided to the GVSUD Board of Directors at the next available monthly BOD meeting for approval consideration. The GVSUD BOD meets once monthly, typically on the fourth Thursday of each month. If approved, the executed NSSA will be provided to the applicant. Contact mbradshaw@gvsud.org or developer@gvsud.org with any questions regarding the study as it will be binding with the NSSA.

COPY TO:

SIGNED: 05/29/2026

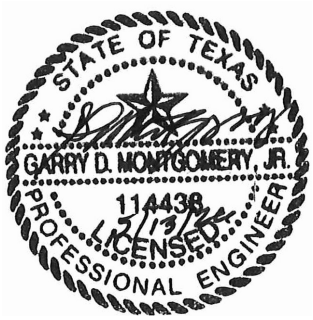
UTILITY ENGINEERING GROUP

Memorandum

Date: May 13, 2026

To: Mr. Travis Basham
Green Valley Special Utility District
605 FM 465
Marion, Texas 78124

From: Utility Engineering Group, PLLC
Garry Montgomery, P.E.
191 N. Union Avenue
New Braunfels, Texas 78130



RE: Tackett Commercial Development – Cibolo City Limits – Water Service Request Rev 2

Project Name: Tackett Commercial Development
Equivalent Dwelling Unit (EDU) requested: 4.5 EDU of water service.

Project Description: GVSUD received a request for service for a 4.5 EDU, 4 lot commercial development phase in the GVSUD CCN.

Project Service Requirements: To serve the tract, the meter will be placed on the existing 16 inch waterline within the parcel. Fireflow will be provided from the existing 16 inch waterline and any additional fire hydrants will need to be coordinated during plan approval.

Developer Cost: The fees associated with this development total $70,451.97.

GVSUD Cost: GVSUD is not responsible for any of the costs associated with this study.

Contract Conditions: All standard contract provisions apply.

- End Memo -

Green Valley Special Utility District

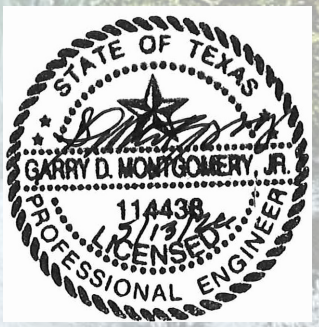
Tackett Commercial Development Water Service Feasibility Study

July 2025
Revised April 2026
Revised May 2026

Prepared by:
Utility Engineering Group, PLLC
191 N. Union Avenue
New Braunfels, Texas 78130
Phone: (830) 214-0521 (Office)
TBPE Firm No. 18712
UEG Project No. 6096-325

Location Map:





UTILITY ENGINEERING GROUP PLLC

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Attachment 2 - GIS Exhibit 10

1. Introduction

Green Valley Special Utility District (GVSUD) received the subject application for service from Ryan Tackett for the Tackett Commercial Development on July 15, 2025 and a revised application in April 2026 and May 2026. Utility Engineering Group, PLLC (UEG) was authorized to prepare a water feasibility study for the proposed subdivision.

This feasibility study reviews and analyzes the proposed development layout, required easements, and projected water demand. UEG has included water use projections based on the application for service and historical water use for the District.

Once this feasibility study has been reviewed by GVSUD staff the applicant will receive a copy for review, and if the terms are acceptable a water service contract will be established for the development.

2. Land Use Projections

The subject tract is located within the City of Cibolo City Limits and Guadalupe County. The property is located at 3050 Haeckerville Road. The property currently is undeveloped and has access to water service from GVSUD. The applicant intends to develop a total of 9 commercial lots throughout 8 phase of construction. The applicant has requested 1 3/4 inch meter for the church property and 3 5/8x3/4 inch meters for the 3 additional lots in this phase, however they need 4.5 EDUs of service. The historic water demand for connections within the District has been 0.34 acre-feet per connection, however we typically project a demand of 0.4 acre-feet per connection as a conservative assumption. With the 0.4 acre-feet per connection demand, this request totals 1.8 acre-feet per year.

3. Water Availability

GVSUD currently has adequate water supply available to meet the application request under the Canyon Regional Water Authority (CRWA) Water Supply Contract through

the Wells Ranch Phase II and District owned wells. To aid in GVSUD's long-term planning efforts, we encourage developers to manage the water resources in the most efficient manner. This can be achieved by reducing irrigation demand, water conservation efforts and ensuring that waterline installation is completed correctly, and with adequate bedding materials. This reduces the number of leaks and associated water losses within the system over time.

Based on the number of services and amount of water requested in this application, UEG concludes that GVSUD has adequate water supply to meet the request for potable water for the proposed subdivision.

4. Existing GVSUD Infrastructure

The following section quantifies the impact to existing GVSUD storage, pumping and distribution infrastructure. This analysis also investigates the impact of the request on the GVSUD water supplies. These supplies include well water and surface/groundwater from the District's Wholesale Provider(s).

4.1 Impact to Water Supply

GVSUD currently has adequate water supply for this development through the District's Wholesale Provider, Canyon Regional Water Authority (CRWA) and the District owned wells. GVSUD will serve this development from the Haeckerville Meter Station and Wagner Booster Pump Station. These facilities provide adequate pump, storage and production capacity to meet the long-term need of the property based on the application for service. No additional water rights or production capacity is required for the District to meet the request of this application.

4.2 Impact to the District's Distribution System

Currently, GVSUD has an existing 16-inch distribution waterline along Haeckerville Rd along the frontage of the property. The applicant will be responsible for the cost of

installing their internal waterlines as well as all other appurtenances including fire hydrants within the property which must be compliant with the fireflow criteria of the local jurisdiction. The applicant will also be responsible for providing easements as required to maintain all existing and proposed waterlines. If there is a ROW dedication required by the platting authority, the applicant will need to provide easement outside of the proposed ROW and relocate the 16 inch in that location. No additional system upgrades will be required.

4.3 Calculated Pressure

The proposed development will be served by the Haeckerville Road Meter Station. We anticipate the pressure at this location to be 60-68 psi under normal conditions.

4.4 Impact to Water Storage

The Wagner Booster Pump Station currently has 4,000,000 Gallons of Storage Capacity onsite for retail customers. GVSUD also has redundant storage within the distribution system to reliably serve this proposed Subdivision. A future elevated tank at plant 15 will provide pressure maintenance at this facility. No additional storage is required to meet this request.

5. Fireflow Demand Request

The applicant is required to meet the fireflow requirements for the authority having jurisdiction over the property location. In this case the applicant's property falls within the City of Cibolo and Guadalupe County. The county will require compliance with the International Fire Code however the applicant did not request any fireflow demand coverage in their application. We are unsure if they intend to install a tank or how they will comply with the local jurisdiction requirements.

The District has adequate water supply, pumping capacity and distribution lines to meet the fireflow demand requested with the existing system described in Section 4 of this

report. The applicant will be responsible for ensuring that the internal water distribution system for the development is adequately sized to meet the required flows and spacing requirements of the applicable local codes.

6. Estimated Costs

The applicant has requested 6 commercial EDUs with a 1 3/4 inch meter and 3 5/8x3/4 inch meters, the applicant will be responsible for the following costs:

- Water acquisition fees @ $7,480.77 per EDU = $33,663.47
- Water impact fees @ $7,423 per EDU = $33,403.50
- Meter cost 3/4 inch @ $985 = $985 plus actual meter cost
- Meter cost 5/8x3/4 inch @ $800 = $800 plus actual meter cost
- Any associated inspections, installation, etc per policy.

Any additional fire hydrants required for compliance with fire code will be $5,000 plus the cost of material and installation.

7. Conclusions and Recommendations

Green Valley Special Utility District's existing water system is capable of serving this proposed development with domestic water service. The conclusions and recommendations outlined in this report are met by the proposed development and approved by the GVSUD Board of Directors.

The following conditions are provided for GVSUD's consideration:

A. The applicant complies with GVSUD's current policies and pays all applicable fees at the time of Development.
B. The required easement certification is provided on the recorded plat and any required easements are dedicated to the District. Attachment 1 contains the certification required by the District. If a right-of-way dedication is required by the City, additional easement and expenses may be assessed.
C. GVSUD staff and consultants approve the location, size, material type and all appurtenances prior to construction and final acceptance of the project. GVSUD standard waterline specifications and details shall be followed and a GVSUD

inspector shall be present during installation and testing of the infrastructure.

D. Electric, telephone, and any other utilities shall remain outside of the GVSUD easement unless specifically agreed to in writing by GVSUD.
E. Fire hydrants shall be spaced as required by the International Fire Code and City of Cibolo.
F. After construction completion and GVSUD acceptance, all water distribution improvements shall be dedicated to and maintained by GVSUD. The contractor and/or developer shall warranty all construction and material for a period of one year. All system improvements that are not prepared by GVSUD must be submitted to GVSUD for review and approval prior to construction. Any work completed without approved plans and inspection by GVSUD will be removed and/or replaced by the applicant at the sole expense of the applicant.
G. The applicant is responsible for the design and construction of its internal waterline through the development. All easements required by GVSUD shall be granted and/or acquired by the developer. The applicant is also responsible for the cost of their fire hydrants and all other appurtenances within the subdivision as well as tying in to the existing 16-inch waterline on Haeckerville Road.

This water service feasibility study is subject to the approval and/or modification by the GVSUD Board of Directors after consideration of the information provided herein and the application of the policies of GVSUD. This study is based on the application for service submitted May 2026 if changes or additions are made to the development this study should be revisited.

Attachment 1 – Easement Certification

GREEN VALLEY SPECIAL UTILITY DISTRICT CERTIFICATE

This land development plat has been submitted to and approved by Green Valley Special Utility District for Easements. Upon request of the Customer and payment of the required fees, the District will provide domestic water service to each lot in this Subdivision, by Agreement with the Developer.

_____Agent
Green Valley Special Utility District

EASEMENT CERTIFICATE

The Owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, dedicates to the Green Valley Special Utility District of Marion, Texas, its successors and assigns, a perpetual Easement marked as "GVSUD Waterline Easement", "GVSUD Sewer Easement" or "GVSUD Reuse Water Easement" as applicable with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water or waste-water transmission, collection and/or distribution lines and appurtenances and any other facilities necessary to serve Grantors' property, as well as the Grantee's current and future system-wide customers, together with the right of ingress and egress under, over and across Grantor's adjacent lands and in all streets and byways for the purpose for which the above mentioned rights are granted, including the right to remove from said lands all trees, shrubs, grasses, pavements, fences, structures, improvements, or other obstructions which may interfere with the facility or the access thereto.

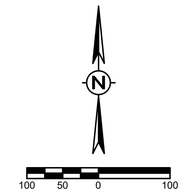
It is agreed and understood that no other utilities shall be installed within our easement to include but not limited to permanent structures and/or buildings, concrete slabs, sidewalks, walls, and pavements. Any monetary loss to Green Valley SUD resulting from modifications required of utility equipment located within said Easements due to grade change or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alterations. Upon entering in and upon said Easement, the District will endeavor to restore the land surface to a useable condition but is not obligated to restore it to a pre-existing condition.

The Easement conveyed herein was obtained or improved through Federal financial assistance. This Easement is subject to the provision of Title VI of the Civil Rights Act of 1964, and the regulations issued pursuant thereto for so long as the Easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

REV 09/23

Attachment 2 – GIS Exhibit





MEALS★MYERS
ENGINEERING & SURVEYING LLC
10906 LAUREATE DRIVE #101, SAN ANTONIO, TX 78249
PHONE: (210) 740-2483 | (830) 931-1269
TBPE No. F-18576 | TBPLS No. 101942291

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"This document is released for the purpose of interim review under the authority of M. Tyler Meals, P.E. 113102 on 6/24/25. It is not to be used for construction, bidding or permit purposes."

TACKETT COMMERCIAL SUBDIVISION

3050 HAECKERVILLE ROAD
CIBOLO, TX 78124

REV	DATE	DESCRIPTION	BY

MMES JOB NUMBER: 25018
DESIGNED BY: MTM
DRAWN BY: MMES
DATE: 06/24/2025
CHKD BY: MMES

PRELIMINARY SITE LAYOUT

1.0

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