

**AMENDED AND RESTATED WATER FACILITIES
LEASE AND SERVICES AGREEMENT
(Belvedere Municipal Utility District)**

This Water Facilities Lease Agreement (hereinafter referred to as the "Lease Agreement") is entered into by and between Belvedere Municipal Utility District, a political subdivision of the State of Texas (the "District"); Hamilton Bee Cave, LP, a Texas limited partnership (the "Developer") and the West Travis County Public Utility Agency (the "WTCPUA"), together the "Parties".

RECITALS

A. The Parties previously entered into that certain Water Facilities Lease and Services Agreement effective March 7, 2011 (the "Service Agreement"), as amended, to set forth their respective agreements relating to the provision of retail water service within the boundaries of the District and the operation and maintenance of Internal Facilities (defined below) in the District.

B. WTCPUA's predecessor in interest, the Lower Colorado River Authority (the "LCRA") and Developer's predecessor in interest, William L. Formby, entered into that certain Utility Facilities Construction and Water Service Agreement dated December 7, 2004, which agreement was assigned by William L. Formby to Developer and amended by Developer and LCRA on March 30, 2005 and again on November 16, 2005 (the "Construction/Service Agreement").

C. The Developer has developed property within the District, including construction of "Internal Facilities," as such term is defined in the Construction/Service Agreement as "facilities necessary to provide potable water services within [Developer/Developer's] property, but does not include private customer service lines or other infrastructure located within an individually platted lot intended to provide service to and be owned and operated by a single retail utility customer, "in order to provide potable water service to individual platted lots within the District.

D. In accordance with the Service Agreement, the District has accepted from the Developer conveyance of Internal Facilities associated with the following construction contracts pursuant to which certain facilities were installed by the contractors identified as follows: (a) J.C. Evans Construction Co., L.P. for Belvedere, Phase I Paving, Drainage, and Water Improvements dated October 10, 2005; (b) Joe Bland Construction for Belvedere Phase II Paving, Drainage, and Water Improvements date October 3, 2006; (c) Joe Bland Construction for Belvedere Phase III Paving, Drainage, and Water Improvements dated December 20, 2007; (d) Joe Bland Construction for Belvedere Phase IV Paving, Drainage, and Water Improvements dated May 20, 2008; (e) Joe Bland Construction for Belvedere Phase V Drainage and Water Improvements dated May 13, 2010; (f) Joe Bland Construction, L.P. for Belvedere Phase VI Paving, Drainage, and Water Improvement dated January 10, 2013; and (g) C.C. Carlton Industries, Ltd. For Belvedere Phase VII-B Paving, Drainage, and Water Improvements dated March 19, 2014 (collectively the "Construction Contracts").

E. The Parties agree, in accordance with the terms of the Service Agreement and this Lease Agreement, that upon completion of the Internal Facilities, the WTCPUA shall use such facilities to provide retail water service to individual service customers located in the District and that the Internal Facilities shall be leased to the WTCPUA.

F. The WTCPUA, the Developer and the District desire to enter into this Lease Agreement and to set forth their respective duties and responsibilities regarding the lease of the Internal Facilities within the District to the WTCPUA.

AGREEMENT

In consideration of the mutual covenants and conditions hereinafter set forth, the WTCPUA and the District agree as follows:

A. General

The definitions contained in the Recitals are incorporated herein for all purposes.

This Lease Agreement supersedes and replaces the Service Agreement. The Parties agree that the Service Agreement is hereby terminated on the Commencement Date, as defined below, and will be of no further force and effect.

B. Lease of Internal Facilities

1. **Leased Facilities.** District hereby leases to the WTCPUA and the WTCPUA leases from District the Internal Facilities constructed pursuant to the Construction Contracts and conveyed to the District by the Developer (the "Leased Facilities").

Such lease will commence on the date of the last signature of the Parties to the Lease Agreement (the "Commencement Date").

2. **Leased Facilities Located in Public Utility Easements.** By execution of this Agreement, Developer and District represent and warrant to WTCPUA that all Leased Facilities are located in public utility easements designated in that certain final plat of: Belvedere Phase I filed with Travis County as public document no. 200600055; Belvedere Phase II filed with Travis County as public document no. 200700054; Belvedere Phase II-A filed with Travis County as public document no. 200700035; Belvedere Phase III filed with Travis County as public document no. 200800113; Belvedere Phase IV filed with Travis County as public document no. 200800252; Belvedere Phase V filed with Travis County as public document no. 2001000023, Belvedere Phase VI filed with Travis County as public document no. 201300082, Belvedere Phase VII-A filed with Travis County as public document no. 201300224, and Belvedere Phase VII-B filed with Travis County as public document no. 201400168 (the "PUEs"). In the event WTCPUA determines that any phase of the Leased Facilities are not located in the PUEs, Developer and District agree to provide WTCPUA easements for said

Leased Facilities at no cost to WTCPUA in accordance with the requirements of the Construction/Service Agreement.

3. Use of Leased Facilities. The WTCPUA, upon the Commencement Date shall, at its own expense, use, operate, maintain, repair and replace the Leased Facilities in order to provide retail potable water service to property within the District as provided in Section B herein. The WTCPUA shall not be obligated to upgrade the Leased Facilities at its expense, but only to maintain them in the same condition as of the Commencement Date. The WTCPUA may, at its own expense, install or place in or on, or attach or affix to, the Leased Facilities such additional equipment or accessories as may be necessary or convenient to use the Leased Facilities for their intended purpose, provided that such equipment or accessories do not impair the value or utility of the Leased Facilities.

4. Standards for Operation. The WTCPUA shall pay and discharge all operating expenses and shall cause the Leased Facilities to be operated by competent persons only. The WTCPUA shall not use the Leased Facilities improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Leased Facilities or the use contemplated by its manufacturer. The WTCPUA shall take no action to subject the Leased Facilities to any levies, liens or encumbrances except those created under this Lease Agreement.

5. Insurance. At its own expense, the WTCPUA shall, upon the Commencement Date, maintain insurance coverage in at least the following amounts:

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| 1. | Comprehensive General Liability | \$2,000,000 (each occurrence); |
| | | \$2,000,000 (annual aggregate) |
| 2. | Worker's Compensation | statutory |

WTCPUA shall maintain the above insurance coverages during the entire term of this Agreement. In the event of any loss, damage, injury or accident involving the Leased Facilities, the WTCPUA will promptly provide the District with written notice thereof and make available the District all information and documentation relating thereto. The WTCPUA shall permit the District to participate and cooperate with the WTCPUA in making any claim for insurance in respect thereof unless the WTCPUA provides said insurance through self-insurance. All such casualty and liability insurance shall be with insurers that are acceptable to the District unless the WTCPUA provides said insurance through self-insurance.

6. Indemnification. TO THE EXTENT PERMITTED BY LAW, AND EXCEPT IN THE CASE OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISTRICT OR DEVELOPER, THE WTCPUA SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS THE DISTRICT FROM AND AGAINST ANY AND ALL LIABILITY, OBLIGATIONS, LOSSES, CLAIMS AND DAMAGES WHATSOEVER, RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE WTCPUA ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND EXPENSES IN

CONNECTION THEREWITH ARISING OUT OF OR AS THE RESULT OF (A) THE POSSESSION OF ANY PORTION OF THE LEASED FACILITIES, (B) THE ORDERING, ACQUISITION, USE, OPERATION, CONDITION, PURCHASE, DELIVERY, REJECTION, STORAGE OR RETURN OF ANY ITEM OF THE LEASED FACILITIES, (C) ANY ACCIDENT IN CONNECTION WITH THE OPERATION, USE, CONDITION, POSSESSION, STORAGE OR RETURN OF ANY ITEM OF THE LEASED FACILITIES RESULTING IN DAMAGE TO PROPERTY OR INJURY OR DEATH TO ANY PERSON OR (D) THE BREACH OF ANY COVENANT HEREIN OR ANY MATERIAL MISREPRESENTATION CONTAINED HEREIN. THE INDEMNIFICATION ARISING UNDER THIS PARAGRAPH SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE TERMINATION OF THE LEASE TERM, FOR ANY REASON, FOR ANY LIABILITIES THAT ACCRUE PRIOR TO TERMINATION.

7. Assignments. The WTCPUA will not assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of the Leased Facilities or any interest in the Leased Facilities, without the written permission of the District. The Developer or the District may assign its rights, title and interest in and to the Leased Facilities and/or grant or assign a security interest in the Leased Facilities, in whole or in part, only following written approval by the WTCPUA, which approval will not be unreasonably withheld or delayed. Neither the WTCPUA, the Developer nor the District may assign any rights or obligations under this Lease Agreement without the written consent of the other Parties.

C. Provision of Service within the District

1. THE WTCPUA to Provide Service. In consideration of District's lease of the Leased Facilities and the other duties and obligations provided herein, the WTCPUA shall operate the Leased Facilities in accordance with the WTCPUA's Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Services (the "WTCPUA Rate Tariff"), as related to retail water service, and the Parties agree that the WTCPUA shall provide retail water service to individual customers located within the boundaries of the District pursuant to the terms of the this Lease Agreement. Such service shall meet, at a minimum, the applicable requirements of regulatory authorities with jurisdiction, including the Texas Department of Health and the Texas Commission on Environmental Quality, for residential potable water systems. The WTCPUA shall provide competent, trained personnel and licensed operators certified by the appropriate governmental authority to effect the terms of this Lease Agreement. The WTCPUA shall provide the same level of service to residents in the District as provided to other WTCPUA retail potable water customers.

2. Retail Water Billing. The WTCPUA shall establish customer accounts within the District, read meters, bill customers and collect all deposits, fees and rates for retail potable service. The WTCPUA shall collect and maintain security deposits, and the District agrees that such deposits may be maintained in the WTCPUA's accounts.

3. Retail Water Rates. The WTCPUA shall establish the deposits, fees and rates for retail potable water service to be enforced in the District through an order duly enacted by its Board of Directors.

4. Regulatory Matters. The WTCPUA shall be responsible for submitting all regulatory reports regarding the potable water system serving customers and its provision of retail water service within the District to the applicable regulatory authorities, including the Texas Commission on Environmental Quality. The WTCPUA shall perform and maintain records of plumbing inspections (if applicable) and customer service inspections. The WTCPUA shall reimburse the District for any civil or administrative penalties assessed against the District by any regulatory authority with jurisdiction related to the potable water system operated by the WTCPUA used to provide service to the District pursuant to this Lease Agreement, provided that such enforcement action was the result of the acts or omissions of the WTCPUA. Nothing in the foregoing sentence shall be construed as preventing or limiting the WTCPUA's right to defend itself against any such civil or administrative penalties. District agrees that it shall promptly forward to the WTCPUA any correspondence that it receives from a regulatory authority regarding the potable water system if the WTCPUA has not been copied on the same correspondence.

5. Emergencies. The WTCPUA shall maintain personnel and equipment for emergency response 24 hours per day, seven days per week, and 365 days per year. Emergencies shall include, without limitation, water leaks, water line breaks, loss of water pressure, and degradation of water quality occurring within the water supply system, and blockage in the system. Additionally, the WTCPUA shall undertake reasonable efforts to respond to requests or reports by the District or its representatives or residents.

6. Costs. The cost of all labor, materials and supplies used to provide retail potable water service under this Lease Agreement shall be borne solely by the WTCPUA.

7. Compensation to the WTCPUA. The WTCPUA's compensation for the retail water operation, maintenance and management services it provides pursuant to this Lease Agreement shall be satisfied from, and shall equal, the revenues collected by the WTCPUA from the retail water customers located within the District.

8. The WTCPUA Representative. The WTCPUA representative shall be made available to attend District Board meetings following reasonable advance notice to discuss retail water service issues and the WTCPUA's provision of service under this Lease Agreement.

D. General Provisions

1. Remedies, Notice of Default, Costs. The Parties shall be limited to the remedies of a suit for injunctive relief, mandamus or specific performance to enforce the terms of this Lease Agreement in the case of default by one or more of the Parties. Prior to instituting such an action, the non-defaulting party must provide the defaulting party written notice of the action giving rise to the default and thirty days after receipt of the notice to cure the default. In the event any party is required to initiate legal proceedings to enforce its rights or the performance of

the Lease Agreement, the prevailing party will be entitled to recover from the non-prevailing party all of its costs incurred in connection with the legal proceedings, including reasonable attorney's fees and costs of court.

2. Force Majeure. In the event that any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Lease Agreement, it is agreed that each party shall give written notice of such force majeure to the other parties as soon as possible after the occurrence of the cause relied on and shall, therefore, be relieved of its obligations, so far as they are affected by such force majeure, during the continuance of any inabilities so caused, but for no longer. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or of the state or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

3. Notice. Any notice to be given under this Lease Agreement must be in writing and may be effected by personal delivery, by electronic mail, by facsimile transmission, or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice by facsimile transmission must also be provided by first class mail. Notice will be deemed given when delivered by personal delivery, electronic mail or confirmed facsimile, or when deposited with the United States Postal Service with sufficient postage affixed.

The WTCPUA: West Travis County Public Utility Agency
 Attn: General Manager
 12117 Bee Cave Road,
 Building 3, Suite 120
 Bee Cave, Texas 78738
 Phone: (512) 263-0100
 generalmanager@wtcpua.org

The District: Belvedere Municipal Utility District
 c/o Stefanie Albright
 Lloyd Gosselink Rochelle & Townsend, PC
 816 Congress Avenue, Suite 1900
 Austin, Texas 78701
 (512) 322-5814
 Fax (512) 472-0532
 salbright@lglawfirm.com

The Developer: Joel Robuck
 c/o Hamilton Bee Cave, LP
 3001 Knox St., Suite 280
 Dallas, Texas 75205

(214) 361-7830
Fax (214) 363-3090
Cell(214) 244-0042

Any Party may change their notice contact information upon written notice to the other Parties.

4. Section Headings; Defined Terms. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Agreement. Terms for which the first letter is capitalized are defined by this Lease Agreement.

5. Governing Law, Venue. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas.

6. Term. This Lease Agreement shall be in full force and effect for the life of the Leased Facilities.

7. Severability, Waiver. Any provision of this Lease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease Agreement. The waiver by any party of any breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

8. Agreement Binding; Assignment. Except as otherwise provided herein, this Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

EXECUTED to be effective the last date appearing below:

[Signature pages to follow]

West Travis County Public Utility Agency

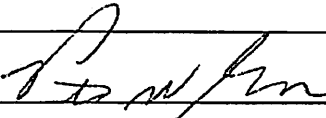
By: Larry Fox
Larry Fox, President
WTCPUA Board of Directors

Date: 6/16/16

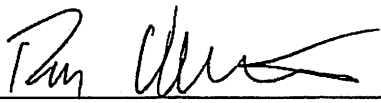
ATTEST:

By: Michael Murphy
Ray Whisenant, Secretary
WTCPUA Board of Directors
MICHAEL MURPHY, V.P.

BELVEDERE MUNICIPAL UTILITY DISTRICT

By: 
Name: Peter W. Golde
Title: President
Date: 6/28/16

ATTEST:

By: 
Name: Ronald J. Ubertini
Title: Secretary

HAMILTON BEE CAVE, L.P.

By: Joel H. Robuck

Name: Joel H. Robuck

Title: Developer

Date: July 8 2016