



Guadalupe-Blanco River Authority

Developer's Resource Guide

GBRA approved revisions to the Developer's Resource Guide on August 01, 2025. The revisions go into effect September 01, 2025.

Revisions:

1. Section 8.2.6 has been revised to read "Issued for Construction".
2. Section 10.3 has been revised to include operator training.
3. Appendix C has been revised to reference the Adopted Budgets section of GBRA's Transparency web page.

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SECTION 1: INTRODUCTION AND INTENT

1.1 Introduction

This Developer's Resource Guide (DRG) is an extension of the Guadalupe-Blanco River Authority's (GBRA's) continuing commitment to provide quality service to developers while meeting its obligations to its existing and future customers, bondholders, the environment, and the greater community of constituents that it serves.

1.2 Intent

It is the intent of this DRG to communicate the procedures, standards, and guidelines for developers to utilize in requesting and securing water and wastewater services from GBRA for New Developments. All water and wastewater systems as well as utility extensions of existing systems for New Developments must conform to GBRA Standards and Design Guidelines, to the GBRA Utility Infrastructure Master Plan for the applicable Service Area, if any, and to the provisions within this DRG. These requirements promote the general health, safety, and welfare of the residents of GBRA's service areas.

This DRG does not outline the procedures for obtaining services from GBRA for municipal, industrial, or agricultural customers interested in securing wholesale water supply agreements from GBRA.

1.3 Revision of Guidelines

Revisions to the DRG and GBRA Standards and Design Guidelines may be made administratively, pursuant to procedures established by the General Manager/CEO of the Guadalupe-Blanco River Authority. GBRA will endeavor to provide at least sixty (60) calendar days advance notice on the GBRA website of changes to the DRG before the effective date of implementation unless such changes are a result of regulations implemented due to health and safety issues, or requirements from outside regulatory agencies such as the EPA and TCEQ. Courtesy notification of changes may also be sent to applicable stakeholders. GBRA reserves its right to interpret, apply, and enforce any existing standard or specification and any revision thereto.

It is GBRA's intent to establish a stakeholder group of representatives from the engineering, construction, and development communities. GBRA intends to convene the stakeholder group annually to solicit recommendations for improvements and/or revisions to the DRG and GBRA Standards and Design Guidelines. GBRA may also propose revisions to these documents more frequently as needed and intends to solicit input from stakeholders by providing a draft version of proposed revisions for comment prior to implementation.

Changes to the DRG and GBRA Standards and Design Guidelines apply to Designs submitted to GBRA on or after the effective date of those revisions. Design submittals and subsequent resubmittals to address GBRA comments will be subject to the requirements of the DRG and GBRA Standards and Design Guidelines in effect at the time of the original submittal. Approved Designs which have not started construction within 12 months of GBRA Design approval must be resubmitted for GBRA review and will be re-evaluated using the most current DRG and GBRA Standards and Design Guidelines.

SECTION 2: DEFINITIONS

Affidavit as to Debts and Liens	An affidavit form prepared by GBRA that must be signed by a Developer prior to GBRA's acceptance of ownership of Facilities that a Developer is contractually required to construct.
Board, or Board of Directors	The Board of Directors of the Guadalupe-Blanco River Authority.
CAD File	A computer aided drafting Design file used to produce drawings for construction and to document the Record Drawings in a computer file format for storage and retrieval.
Capital Improvement	An addition to or rehabilitation of a Facility that will provide additional capacity or other enhancements, prolong useful life, and/or correct known deficiencies.
Certificate of Convenience and Necessity (CCN)	The authorization issued by the Texas Commission on Environmental Quality or Public Utility Commission of Texas for an entity to furnish retail water or wastewater service directly or indirectly to the public.
Certificate of Determination	A determination/ruling by the governmental entity having jurisdiction whether a certain tract of land requires any platting by the Developer in order to receive water and/or wastewater service.
Contractor	The general contractor or construction firm executing the Project work on behalf of the Developer.
Customer	Any entity eligible for utility service in accordance with these regulations.
Design Engineer	The professional engineering consultant providing Design work on behalf of the Developer.
Designs	Engineering reports, calculations, drawings, specifications, and contract documents.
Developer	An entity that plats, re-plats, or otherwise develops lots or tracts of land for sale, lease, or development. Developer is ultimately responsible for all requirements and tasks included within this DRG as well as the associated GBRA Standards and Design Guidelines. While remaining ultimately responsible for said requirements and tasks, Developer may engage Contractors, Design Engineers, and other agents to act on Developer's behalf to expeditiously and professionally complete said requirements and tasks.
Developer Agreement	An agreement between GBRA and a Developer whereby the Developer obtains water or wastewater service, or a combination of these services, for use within a specific tract or Project. This may be in the form of a Wastewater Service Agreement or Water Service Agreement.

Facility	Any infrastructure pertaining to a water, wastewater or reclaimed water system for the production, treatment, distribution or collection of water, wastewater or reclaimed water, including, without limitation, access roads, wells, storage tanks, elevated tanks and hydropneumatic tanks, pumping stations, master pressure reducing valves, treatment plants, lift stations, and pipelines.
GBRA	The Guadalupe-Blanco River Authority, a water conservation and reclamation district and a public corporation created pursuant to Section 59 Article 16 of the Constitution of Texas by an act of the Texas Legislature (VCS Art. 8280-106).
GBRA Standards and Design Guidelines	The engineering Design and construction requirements for Facilities to be owned and/or operated by the Guadalupe-Blanco River Authority.
General Manager/CEO	The General Manager/CEO of GBRA. This term may also include the management of GBRA in the exercise of administrative and managerial decision-making under authority delegated by the General Manager/CEO.
Letter of Certification (LOC)	A document, that a governmental entity may require a Developer to obtain from a utility provider prior to submitting a Master Plan or Plat to such governmental entity, describing system capacity that may be available or conditionally available to serve a New Development.
Living Unit Equivalent (LUE)	A standardized measure, as determined by GBRA, of the consumption, use, generation, or discharge of water or wastewater attributable to a single-family residence. LUE requirements are more specifically outlined in Appendix B herein and in the GBRA Standards and Design Guidelines.
Main Extension	An extension from an existing GBRA main to a point at or on a Developer's property.
Master Plan	A plan drawing and engineering study submitted by a Developer that indicates the layout, land use, phasing, and LUE demand of a New Development.
New Development	The subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of a Developer's property; any of which leads to an increase in water and/or wastewater demand.
Off-Site Infrastructure	Any existing or proposed infrastructure that delivers water from GBRA's production, storage, transmission, and distribution systems to a Developer's On-Site water system, or that receives, transports, and treats wastewater from a Developer's On-Site wastewater system.
On-Site Infrastructure	Any existing or proposed infrastructure that distributes water within a Developer's property from the Off-Site water system, or that collects and transports wastewater from within a Developer's property to the Off-Site wastewater system, or that collects and treats wastewater within a Developer's property.

Oversize	The practice of increasing capacity in a Facility beyond the minimum capacity necessary to serve a New Development in order to serve other Customers.
Oversizing Cost Reimbursement	Cost that GBRA reimburses to a Developer for any oversizing that GBRA may require.
Owner	The holder of the legal title to a property, including the owner's agents, successors and assigns.
Plat	A complete and exact map representing a tract of land, showing the boundaries and location of individual lots, easements, and streets which will be submitted for review and approval by the appropriate planning commission or director.
Pressure Reducing Valve (PRV)	A valve which automatically reduces water pressure to a specified value at its outlet under static cold-water conditions.
Project	The Facilities, land, land rights, and service defined by a Developer Agreement.
Record Drawings	Engineering drawings, including CAD and GIS files, prepared, sealed, signed, and dated by a professional engineer registered in the State of Texas, and submitted to GBRA showing all utilities and Facilities as constructed.
Reserved Capacity	The capacity in a GBRA water and/or wastewater system that becomes available pursuant to the terms of a Developer Agreement.
Service Area	An area within which GBRA provides water and/or wastewater service to Customers. Such area may or may not be defined by the boundaries of a Certificate of Convenience and Necessity.
Service Availability Letter	A letter from GBRA describing the availability of water and/or wastewater system capacity that may be available or conditionally available to serve a specific tract or Project.
TCEQ	Texas Commission on Environmental Quality.
Utilities Master Plan	A plan drawing and Design calculations submitted by a Developer that incorporates the entire Master Plan and details the size, capacity, LUE demand, and easements required for the ultimate build out of a New Development.

SECTION 3: PROCEDURAL AND GENERAL SERVICE PROVISIONS

3.1 Access to Services

GBRA will provide water and wastewater services to Developer applicants provided the Developer meets all Developer Agreement requirements associated with those services, as well as the requirements of this DRG as described herein. GBRA may elect to serve a New Development outside its CCNs provided that the New Development is not within the CCN of another water or wastewater service purveyor and the New Development lies within GBRA's ten-county district.

3.2 Right to Refuse an Agreement and Render Service

GBRA may refuse to enter into an agreement for service, to extend any of its utility systems, or to install water or wastewater connections for any person, firm, or corporation, for any reason including but not limited to (1) against whom GBRA has an unsatisfied claim, (2) that is proposing a New Development that is located outside of a GBRA CCN, or (3) that has not executed and complied with a Developer Agreement or an individual Customer Service Agreement.

3.3 Availability of Services

Through the Developer Inquiry link found on GBRA's Developer Resources web page, a Developer may request information concerning the general availability of water and wastewater service to a tract of land. The inquiry must identify the location of the tract, the type of service requested, and the number of LUEs to be served. GBRA may provide a responsive letter indicating that service may be available subject to the execution of a Developer Agreement with GBRA and completion of the requirements therein.

3.4 GBRA's Determination of When to Proceed with Capital Improvements

GBRA shall determine, in its sole discretion, when to proceed with construction of any Capital Improvements. Factors relevant to such determination include: (1) the growth in demand for water and/or wastewater systems and service areas, (2) the availability of funding, (3) the availability of raw water to supply treated water systems, (4) regulatory requirements, and (5) the public interest.

3.5 Administration and Appeal Process

The policies, procedures, and protocols established in the DRG are to be administered and executed by the GBRA administrative and engineering staff. Developers may elect to appeal matters related to GBRA administration of the DRG and/or GBRA interpretations of the GBRA Standards and Design Guidelines as set forth below.

A Developer may appeal to GBRA's Executive Manager of Engineering to request a variance from the requirements of the DRG and/or GBRA Standards and Design Guidelines by submitting a written request setting out the requirements for which a variance is sought, the variance that is requested, and the Developer's reasons for requesting the variance. The written request must be in the form of a formal letter addressed to the Executive Manager of Engineering and delivered to the Executive Assistant at

yjuarez@gbra.org. The Executive Manager of Engineering will respond to the Developer's appeal in writing within twenty (20) business days of receipt of the appeal. If the Executive Manager of Engineering grants the requested variance, that decision is final. All decisions made by the Executive Manager of Engineering on requirements of the GBRA Standards and Design Guidelines are final. A separate appeal must be submitted for each requested variance. Each granted variance will be applicable to only the Project(s) specified for that appeal.

If the Executive Manager of Engineering does not grant the variance requested within a DRG related appeal, the Developer may appeal said denial to the General Manager/CEO. The appeal must be in writing and must be related to the requirements of the DRG. Requirements of the GBRA Standards and Design Guidelines shall not be considered by the General Manager/CEO. The written request must be in the form of a formal letter addressed to the General Manager/CEO and delivered to the Executive Assistant at yjuarez@gbra.org. Within thirty (30) business days of receipt of this appeal, GBRA staff will endeavor to either schedule an appeal meeting or notify the Developer in writing that an appeal meeting will not be scheduled and the action of the Executive Manager of Engineering is final.

SECTION 4: GENERAL PROVISIONS FOR FACILITIES

4.1 Location of Facilities

The location of all water and wastewater Facilities must be approved by GBRA. In no case will GBRA Facilities be located within a public utility easement. Mains may be installed only in subdivision public street rights-of-way or utility easements dedicated for the sole use and benefit of GBRA. All other Facilities must be installed within fee simple property conveyed to GBRA or easements dedicated for the sole use and benefit of GBRA. All main locations and sizes must be in accordance with the approved Utilities Master Plan for the development as described in Section 5.3 herein. Easements shall be in accordance with Section 7 herein. The Developer is responsible for all costs associated with acquiring and conveying to GBRA all easements and fee simple property necessary to construct, maintain, and operate the Facilities.

4.2 Installations in New Streets

GBRA does not allow final testing of installed Facilities until all other wet and dry utilities have been installed. If GBRA's Facilities are located within the pavement, this can create a situation for the Developer that requires removal and repair of newly installed streets to access and repair deficient items on GBRA Facilities identified during testing. If allowed by the inspector from the jurisdiction overseeing street installation, the Developer may pave streets at the Developer's own risk prior to testing water and wastewater systems.

4.3 Modification of Existing Facilities

GBRA will observe the removal or modification of any water or wastewater Facility required by replatting or changes in land use. The Developer must furnish a dedicated easement or right-of-way across the property as necessary to construct the modifications and must pay the cost of the removal or

modification. If required, Developer will prepare release of existing easement for GBRA. If GBRA requires any Oversizing, GBRA will reimburse the Developer in accordance with Section 6 herein.

4.4 Other Chargeable Costs

Costs associated with damage to GBRA infrastructure for which a Developer or the Developer's Contractor is responsible, costs incurred for relocations or plan revisions necessitated by the Developer's other construction, and costs required by development modifications are to be paid by the Developer. Service to the Developer will be withheld or discontinued until these costs are paid.

4.5 Infrastructure Ownership

Ownership of all Facilities necessary to serve a New Development must be conveyed to GBRA by the Developer. Documents related to all associated easements or fee simple property must be approved by GBRA prior to conveyance to GBRA. Whether a Developer installs Facilities at the Developer's cost or GBRA installs them under a Developer Agreement, upon inspection and written approval for ownership, operation, and maintenance by GBRA, title to all Facilities must be conveyed to GBRA.

4.6 Affidavits Required

The Developer must execute an Affidavit as to Debts and Liens declaring that all debts for labor, materials, supplies, services, and claims in conjunction with the construction of all Facilities have been paid in full, and that no outstanding or pending liens on the Project exist before GBRA will accept ownership of the Facilities and allow service connections.

4.7 GBRA Acceptance of Facilities

GBRA will issue a Project Final Acceptance Letter when a Project is complete according to GBRA's requirements, the Developer has paid all construction costs, the Developer has paid all connection fees pursuant to the applicable Developer Agreement, the Developer has submitted the required affidavits, warranties, record drawings, operation and maintenance manuals, all final plats and recordation of surveys for easements have been approved and filed of record as required by law, and the Developer has conveyed the Facilities to GBRA free and clear of all liens, claims, and encumbrances. Following GBRA's issuance of the Project Final Acceptance Letter, the Developer may utilize the Facilities for their intended purpose. GBRA will not accept partially complete Facilities except as specifically granted by GBRA in the Development Agreement. Refer to Section 10 herein for additional final acceptance and warranty requirements.

SECTION 5: DEVELOPER AGREEMENT

5.1 General Procedures

A Developer must submit a written request for water and/or wastewater service for a New Development. In conjunction with the request for service, the Developer must also submit and obtain GBRA approval of a proposed Master Plan in accordance with Section 5.3 herein. Upon approval of a proposed Master Plan,

GBRA will prepare a Developer Agreement specifying the terms under which service will be made available to the New Development and any GBRA charges or fees associated with serving the New Development. Thereafter, Reserved Capacity in a GBRA water and/or wastewater system will be granted following the fulfillment of the Developer's duties, obligations, responsibilities, and payment requirements enumerated within this DRG and the applicable Developer Agreement. The Developer Agreement may provide for an initial allotment of capacity and/or partial phased release of capacity based on the Developer reaching specific milestones.

Upon receipt of an executed Developer Agreement, within ten (10) business days of receipt of a written request by the Developer, GBRA will endeavor to issue a Service Availability Letter to the Developer that is reasonably consistent with GBRA's obligations outlined in the applicable Developer Agreement. Any Service Availability Letter issued by GBRA may be conditioned on the completion of the infrastructure and Facilities outlined in the applicable Developer Agreement.

5.2 Conditions Requiring a Developer Agreement

A Developer Agreement will be required for New Developments that meet any of the following conditions:

1. Service to the New Development requires construction of any On-Site or Off-Site Infrastructure.
2. The development will be served by multiple water meters and/or multiple sewer service lines.
3. The development requires an Off-Site main extension, including approach or border mains.
4. GBRA will provide Oversizing Cost Reimbursements.
5. The development is multi-phased.
6. The development is located over the Edwards Aquifer Recharge Zone or Contributing Zone.
7. Other conditions as determined by GBRA.

5.3 Master Plan, Utilities Master Plan, and Plat Submittals

5.3.1 General

In each instance that GBRA is to review Developer submittals, GBRA will endeavor to provide comments or an approval within twenty (20) business days of receipt from the Developer of the applicable item.

The Design standards applicable to GBRA's review and approval of Developer submittals shall be any applicable standards promulgated by TCEQ, by any local municipality or county with relevant jurisdiction, GBRA Standards and Design Guidelines, and those specified in the applicable Developer Agreement.

All development, and all applications for approvals for such development, shall be in accordance with the applicable substantive rules of the governmental entities having jurisdiction over development within the Service Area in effect at the time the Developer submits such applications for review and approval, or such later date if required by such governmental entities.

All applications for approval submitted to the governmental entities having jurisdiction over development within the Service Area shall be in accordance with the Master Plan approved by GBRA and such

governmental entities, and in accordance with the Utilities Master Plan approved by GBRA, and in accordance with the procedures specified herein.

If development is proposed in phases, the Master Plan, the Utilities Master Plan, and Plats must reflect such phased development.

5.3.2 Master Plan

The Developer must submit a proposed Master Plan for GBRA review, comment, and approval. The Master Plan must be approved by GBRA prior to executing a Developer Agreement. After receiving approval from GBRA, the Developer shall submit and obtain approval of such Master Plan from the governmental entities having jurisdiction over development within the Service Area. The Master Plan submittal shall include, without limitation, the following: (1) an engineering study identifying service demands of the New Development, and as part of the engineering study, GBRA may require the Developer to perform a capacity analysis on the existing water and/or wastewater system to which the Developer desires to connect, (2) a plan drawing showing the layout of the entire New Development and its relationship to adjacent properties and any adjoining developments, the proposed land use and land use intensity, the planned number of LUEs, and the proposed layout of all lots, rights-of-way, streets, access roads, drainage, utilities, and easements, (3) the boundaries of all development phases proposed for ultimate build out of the New Development including the sequence and a timetable for build out, and (4) an application for a LOC, if applicable.

5.3.3 Utilities Master Plan

The Developer must submit a proposed Utilities Master Plan for GBRA review, comment, and approval. GBRA will review a Utilities Master Plan submittal only following the receipt of an executed Developer Agreement. The Utilities Master Plan must be approved by GBRA prior to submitting the first construction phase for Design and Plat approval. The Utilities Master Plan submittal shall include, without limitation, the following: (1) Design calculations demonstrating sufficient capacity for all GBRA water and wastewater systems proposed for ultimate build out of the New Development, (2) a plan drawing that incorporates the entire Master Plan and details the size, capacity, LUE demand, and easements for all GBRA water and wastewater systems proposed for ultimate build out of the New Development, and (3) upon request by GBRA, the Developer shall provide to GBRA estimates of costs of development pursuant to the Utilities Master Plan.

5.3.4 Plats

If a Certificate of Determination requires the Developer to submit a Plat(s), the Developer must include such Plat(s) in the applicable construction phase Design submittal for GBRA review, comment, and approval. The Utilities Master Plan must be approved by GBRA prior to submitting the first construction phase for Design and Plat approval. After receiving Design and Plat approval from GBRA, the Developer shall submit and obtain approval of such Plat(s) from the governmental entities having jurisdiction over development within the Service Area.

To the extent required by the substantive rules of the governmental entities having jurisdiction over development within the Service Area, the Developer shall prepare a proposed preliminary Plat(s) in accordance with the approved Master Plan. Such proposed preliminary Plat(s) shall cover all land within the New Development or, if the land within the New Development is proposed to be developed in phases, shall cover all land within the applicable phase.

To the extent required by the substantive rules of the governmental entities having jurisdiction over development within the Service Area, the Developer shall prepare a proposed final Plat(s) in accordance with the approved Master Plan and any approved preliminary Plat(s). Such proposed final Plat(s) shall cover all land within the New Development or, if the land within the New Development is proposed to be developed in phases, shall cover all land within the applicable phase.

Until such time that a final Plat(s) is approved and GBRA has been presented with one or more certificates issued to the Developer pursuant to Texas Local Government Code §§ 212.012, as applicable, GBRA shall not have any obligation to provide water or wastewater service within that portion of the New Development covered by and subject to the final Plat(s).

5.3.5 Modifications After Approval

The Developer shall propose modifications to the Master Plan that was previously approved by GBRA and shall submit the proposed modified Master Plan to GBRA for review and approval if: (1) the applicable substantive rules of the governmental entities having jurisdiction over development within the Service Area are changed before complete applications for all required approvals are submitted to such governmental entities, and any part of the New Development is not allowed under the revised rules; or (2) the governmental entities having jurisdiction over development within the Service Area require such modifications as a condition of approval; or (3) the Developer otherwise desires to amend the Master Plan. The Developer shall submit any such proposed modified Master Plan to GBRA, and to the governmental entities having jurisdiction over development within the Service Area, for review and approval in the same manner as the original Master Plan.

The Developer may propose modifications to the Master Plan that was previously approved by GBRA and the governmental entities having jurisdiction over development within the Service Area, provided, the proposed modified Master Plan shall be in accordance with the applicable substantive rules of such governmental entities in effect at that time. The Developer shall submit any such proposed modified Master Plan to GBRA, and to the governmental entities having jurisdiction over development within the Service Area, for review and approval in the same manner as the original Master Plan.

In the event that the Developer proposes modifications to the approved Master Plan that modify the Utilities Master Plan that was previously approved by GBRA, the Developer shall submit any such proposed modified Utilities Master Plan to GBRA for review and approval in the same manner as the original Utilities Master Plan. A modification to the Utilities Master Plan occurs when a main location, size, or service capacity changes.

In the event that the Developer proposes modifications to the approved Master Plan or the approved Utilities Master Plan that modify a Plat(s) previously approved by GBRA, the Developer shall submit any such proposed modified Plat(s) to GBRA, and to the governmental entities having jurisdiction over development within the Service Area, for review and approval in the same manner as the original Plat(s).

SECTION 6: OVERSIZING OF WATER AND WASTEWATER FACILITIES

6.1 Oversizing Requirements

A Developer must pay for On-Site Infrastructure and Off-Site Infrastructure needed to serve a New Development. GBRA, in its sole discretion, may require Oversizing of such On-Site Infrastructure and Off-Site Infrastructure. The basis of cost sharing for said Oversizing, if any, will generally follow the approaches outlined in Section 6 herein and any additional requirements included in the applicable Developer Agreement.

6.2 Cost Sharing for Oversizing of Pipelines

Should GBRA require Oversizing of any pipelines that are part of On-Site Infrastructure and/or Off-Site Infrastructure, GBRA will pay the incremental material cost resulting from the Oversizing. The Developer shall provide calculations performed by a professional engineer registered in the State of Texas demonstrating the additional cost of materials associated with the increased pipeline diameter and associated appurtenances and submit such calculations to GBRA for review, comment, and approval. If this method is not practical for a specific reason, the Developer may suggest an alternate method of calculating the cost difference for GBRA's consideration. The timing of any cost sharing payment from GBRA will be included in the Developer Agreement.

6.3 Cost Sharing for Oversizing of All Other Facilities

GBRA may, at its sole discretion, require Oversizing for Facilities other than pipelines. If GBRA requires Oversizing in these Facilities the details of that participation will be included within the Developer Agreement.

SECTION 7: EASEMENT REQUIREMENTS

7.1 Quality Assurance

Recordable Plats and metes and bounds descriptions of easements must be prepared under the direction of a professional land surveyor registered in the State of Texas. The surveyor must seal, sign, and date all documents that are prepared under the surveyor's supervision.

7.2 Plat Requirements

Plats must be submitted in accordance with Section 5.3 herein. Where easements are to be dedicated outside the Plat boundary or on property under different ownership, the following procedure must be followed:

1. Submit to GBRA the metes and bounds descriptions, survey plats, title report, and documents showing ownership of the property.
2. Preparation of easement documents by GBRA.
3. Execution of easement documents by the land owners and GBRA.
4. Recordation of easement by Developer and delivery of executed easement documents to GBRA.

All off-site easements necessary to serve a New Development must be shown on the face of the Plat, or an acceptable tie must be established between the Plat and the easements.

Unless otherwise noted, all easements recorded by metes and bounds must be labeled “water easement” or “wastewater easement”.

7.3 Easement Requirements

The Developer is responsible for all costs associated with acquiring and conveying to GBRA all easements necessary to construct, maintain, and operate the Facilities. Easement documents shall be in accordance with the template provided in Appendix D herein. The location of Facilities shall be in accordance with Section 4.1 herein. General requirements for easements are as follows:

1. Provide easements dedicated for the sole use and benefit of GBRA.
2. Easements for any GBRA Facility shall not overlap easements dedicated to other utilities or any public utility easement.
3. Easements for any GBRA Facility shall not be located within residential lots.
4. Easements must be open and accessible to construction equipment.
5. Easements that are contiguous to a subdivision public street right-of-way shall be 20 feet minimum width. Easements that are not contiguous to a subdivision public street right-of-way shall be 30 feet minimum width. Centerline of mains shall be 10 feet from the easement boundary. For easements with multiple mains, provide 10 feet centerline spacing between mains. These minimum widths may be increased to accommodate unique conditions such as combinations of depth and soil characteristics, flood plain considerations, combined water/wastewater easements, or other special considerations as deemed appropriate by GBRA.
6. Other utilities, structures, grading, drainage channels, detention/retention ponds, landscaping, trees, roads, parking lots, fences, walls, construction of any type, or any other improvements or obstructions, are not allowed within GBRA easements. Other utilities, drainage channels, roads, and fences may cross GBRA utility easements at or near a 90-degree angle to the longitudinal side of the easement. Designs for any proposed alterations or crossings of GBRA easements must be approved in writing by GBRA and the installation of such must be inspected and approved by GBRA.
7. The property owner must install 16-foot gates in any fences that cross GBRA easements. Gates must be centered across GBRA utilities.
8. Maintenance of easements is the responsibility of the property owner; however, GBRA may elect to maintain the easement as provided in the easement agreement.
9. GBRA may remove all trees and shrubbery from easements without notice or compensation.

7.4 GBRA Assistance in Easement Acquisition

The Developer may request GBRA assistance in easement acquisition associated with Off-Site Infrastructure. In the event GBRA elects to provide such assistance, the Developer will be responsible for all GBRA costs related to the acquisition including, but not limited to, ROW acquisition consultant professional fees, appraisal and reappraisal fees, surveys with metes and bounds, property acquisition payments, legal fees, County expenses, title policy, and all closing costs.

SECTION 8: DESIGN SUBMITTAL PROCESS

8.1 Transmittal and Communication Protocol

Upon execution of a Developer Agreement, GBRA will assign a project manager and provision a SharePoint site and email address for each Project. Thereafter, the Design Engineer shall utilize SharePoint to submit all Designs for GBRA review, comment, and approval. Email transmittals will not be accepted. SharePoint instructions will be provided by GBRA.

When a SharePoint site is established at the beginning of a Project, a Project email address will be created. The Project email address shall be copied on any and all email correspondence associated with the Project. The Design Engineer shall copy the Developer and the Project email address on any email correspondence to GBRA. The subject line for each email shall begin with the Project name followed by a brief description of the subject.

8.2 Design Documents

8.2.1 General

All Design documents for all Facilities which GBRA shall ultimately own or operate and maintain shall be subject to GBRA review, comment, and approval. The Design Engineer must obtain a Design Approval Letter from GBRA prior to advertising for bids. Approval shall not be denied, delayed, or withheld if the Design complies with GBRA Standards and Design Guidelines, the applicable Developer Agreement, and the requirements herein.

8.2.2 Design Review

In each instance that GBRA is to review Design submittals, GBRA will endeavor to provide comments or an approval within twenty (20) business days of receipt from the Design Engineer of the applicable item. GBRA will provide an enumerated list of all comments ("Design Review Comments") to be addressed along with redlined drawings and specifications in PDF format.

The Design Engineer shall: (1) use the Design Review Comments list as a checklist to assure all comments are addressed prior to resubmitting, (2) update the Design Review Comments list by providing appropriate notes to clarify the action that was taken to address each comment, (3) include the updated Design Review Comments list with each Design resubmittal, and (4) resubmit until all comments are resolved.

8.2.3 Review Meeting

After receipt and review of GBRA's comments, whether related to the initial or subsequent submittals, the Design Engineer may request a review meeting with GBRA to discuss, clarify, and resolve comments. GBRA will endeavor to coordinate this review meeting within ten (10) business days of the Design Engineer's request for a review meeting. The Design Engineer shall formally request this meeting via email addressed to the GBRA project manager and copied to the Developer and the Project email address. The body of the email shall include an agenda of items to be discussed. After the meeting, the Design Engineer shall distribute meeting minutes to all participants via email. Participants must provide any comments by responding to the Design Engineer's email within five (5) business days. The Design Engineer shall distribute revised meeting minutes to all participants via email within five (5) business days. No comments from participants within five (5) business days shall constitute acceptance of the meeting minutes and the Design Engineer shall submit the final meeting minutes via SharePoint.

8.2.4 Expedited Resubmittals

GBRA will endeavor to provide an expedited response to a Design resubmittal with five (5) or less previous comments. This will not apply to situations where the previous comments warrant significant modifications or when the previous submittals lacked sufficient information for detailed review. GBRA will endeavor to provide a review of expedited submittals within ten (10) business days of receipt.

8.2.5 Appeal Process

For issues related to Design documents that are not able to be resolved through the above review process, a professional engineer registered in the State of Texas representing the Design Engineer may submit an appeal to the GBRA Executive Manager of Engineering to discuss, clarify, and resolve the issue(s). The appeal process will be administered as outlined in Section 3.5 herein.

8.2.6 Design Approval

Once all comments have been addressed, the Design Engineer shall submit to GBRA conformed drawings, specifications, and contract documents, each clearly marked "Issued for Construction". Upon receipt and verification, GBRA will issue a Design Approval Letter to the Design Engineer electronically in PDF format. If construction has not commenced within one (1) year of GBRA Design approval, the approval will expire and the Design must be resubmitted for GBRA review and will be re-evaluated in accordance with the most current GBRA Standards and Design Guidelines.

SECTION 9: CONSTRUCTION AND INSPECTION PROCESS

9.1 Transmittal and Communication Protocol

Upon initiation of construction, GBRA will assign an inspector and continue to utilize the same project manager, SharePoint site, and Project email address. The Contractor shall utilize SharePoint to submit all construction documents for GBRA and Design Engineer review, comment, and approval. Email transmittals will not be accepted. SharePoint instructions will be provided by GBRA. The Contractor shall copy the Design Engineer, the Developer, and the Project email address on any email correspondence to

GBRA. The subject line for each email shall begin with the Project name followed by a brief description of the subject.

9.2 Mandatory Preconstruction Meeting

9.2.1 General

Prior to the Contractor commencing any work, the Design Engineer shall coordinate a preconstruction meeting to discuss the scope of work, scheduling of events, communication matters, and overall expectations of all participants. The Design Engineer shall provide an agenda to all participants via email and upload to SharePoint. After the meeting, the Design Engineer shall distribute meeting minutes to all participants via email. Participants must provide any comments by responding to the Design Engineer's email within five (5) business days. The Design Engineer shall distribute revised meeting minutes to all participants via email within five (5) business days. No comments from participants within five (5) business days shall constitute acceptance of the meeting minutes and the Design Engineer shall submit the final meeting minutes via SharePoint.

9.2.2 Participants

Mandatory participants include the Developer, Design Engineer, Contractor's project manager, Contractor's superintendent(s), Contractor's foremen, GBRA's project manager, and GBRA's inspector. Suppliers and subcontractors are optional but encouraged to participate.

9.2.3 Topics

Topics of discussion shall include, at a minimum, communication protocol, submittal process, submittal schedule, long lead items, construction schedule, inspection process, and conflict resolution process.

9.3 Construction Documents

9.3.1 General

The procedures outlined in Section 9.1 and Section 9.3 herein are applicable to construction documents submitted by the Contractor. These same procedures shall be utilized for construction documents submitted by the Developer or the Design Engineer.

All construction documents for all Facilities which GBRA shall ultimately own or operate and maintain shall be subject to GBRA review, comment, and approval (e.g. material submittals, requests for information, proposed design modifications, test reports, operation and maintenance manuals, as-built drawings, etc.). The Contractor must obtain GBRA approval prior to purchasing materials or commencing work covered under a construction document. Approval shall not be denied, delayed, or withheld if such documents comply with GBRA Standards and Design Guidelines and the conformed drawings, specifications, and contract documents.

9.3.2 Document Review

In each instance that GBRA is to review construction documents, GBRA will endeavor to provide comments or an approval within twenty (20) business days of receipt from the Contractor of the applicable item. GBRA will provide an enumerated list of all comments to be addressed by the Contractor.

The Contractor shall use GBRA comments as a checklist to assure all comments are addressed prior to resubmitting. The Contractor shall update the comments list by providing appropriate notes to clarify the action that was taken to address each comment. The Contractor shall include the updated comments list with the resubmittal. The Contractor must resubmit until all comments are resolved.

9.3.3 Review Meeting

If the Contractor disputes comments provided by GBRA, the Contractor shall consult with the Design Engineer regarding the comments. If the Design Engineer agrees further discussion with GBRA is required to resolve the comments, the Design Engineer may request a review meeting with GBRA to discuss, clarify, and resolve comments. GBRA will endeavor to coordinate this review meeting within ten (10) business days of the Design Engineer's request for a review meeting. The Design Engineer shall formally request this meeting via email addressed to the GBRA project manager and copied to the Contractor, the Developer, and the Project email address. The body of the email shall include an agenda of items to be discussed. After the meeting, the Design Engineer shall distribute meeting minutes to all participants via email. Participants must provide any comments by responding to the Design Engineer's email within five (5) business days. The Design Engineer shall distribute revised meeting minutes to all participants within five (5) business days. No comments from participants within five (5) business days shall constitute acceptance of the meeting minutes and the Design Engineer shall submit the final meeting minutes via SharePoint.

9.3.4 Appeal Process

For issues related to construction documents that are not able to be resolved through the above review process, a professional engineer registered in the State of Texas representing the Design Engineer may submit an appeal to the GBRA Executive Manager of Engineering to discuss, clarify, and resolve the issue(s). The appeal process will be administered as outlined in Section 3.5 herein.

9.4 Inspections

9.4.1 Initial Notification

The Contractor must provide written notification via email to GBRA at least three (3) business days prior to initiating construction.

9.4.2 Inspection Details

GBRA will conduct inspections as outlined in the GBRA Standards and Design Guidelines.

9.4.3 Inspection Requests

The Contractor shall utilize SharePoint to submit all requests for inspections. SharePoint instructions will be provided by GBRA.

9.4.4 Inspection Fees

Developer will pay one lump sum inspection fee to GBRA. The amount of this fee will be determined during the development of the Developer Agreement. In the event the Developer regularly participates in Non-Mandatory Monthly Progress Meetings, GBRA may agree to reimburse all or a portion of the Inspection Fee at project closeout. Refer to Section 9.5 herein for details on these meetings.

9.4.5 Inspection Documentation

GBRA will endeavor to provide inspection reports within one (1) business day (24 hours) to the Contractor, the Design Engineer, and the Developer via an email link to SharePoint.

9.5 Non-Mandatory Monthly Progress Meetings**9.5.1 General**

Non-mandatory monthly progress meetings are highly encouraged to promote a mutual understanding of the state of the Project. A decision for holding monthly progress meetings will be determined at the Mandatory Preconstruction Meeting.

9.5.2 Participants

For purposes of effective project collaboration, the meetings should include, at a minimum, the Developer, Design Engineer, Contractor's project manager, Contractor's superintendent(s), Contractor's foremen, GBRA's project manager, and GBRA's inspector. Suppliers and subcontractors are optional but encouraged to participate.

9.5.3 Topics

Topics of discussion shall include, at a minimum, outstanding submittals, requests for information, overview of schedule, coordination of activities, and quality issues observed by GBRA.

9.5.4 Documentation

The Design Engineer shall provide an agenda to all participants via email and upload to SharePoint. After the meeting, the Design Engineer shall distribute meeting minutes to all participants via email. Participants must provide any comments by responding to the Design Engineer's email within five (5) business days. The Design Engineer shall distribute revised meeting minutes to all participants via email within five (5) business days. No comments from participants within five (5) business days shall constitute acceptance of the meeting minutes and the Design Engineer shall submit the final meeting minutes via SharePoint.

SECTION 10: FINAL ACCEPTANCE AND WARRANTY

10.1 Project Final Acceptance

GBRA will accept ownership of the Developer's Facilities and associated land or land rights, as described in Section 4.5 herein, after all punchlist items are complete to GBRA's satisfaction and all final completion items have been received and approved by GBRA in accordance with Section 1.4 of the GBRA Standards and Design Guidelines. Thereafter, GBRA will issue a Project Final Acceptance Letter to the Developer as described in Section 4.7 herein.

10.2 Pipelines

The contractor shall perform testing in accordance with GBRA Standards and Design Guidelines. GBRA will endeavor to provide a punchlist within twenty (20) business days after the Contractor has completed all testing with passing results. All punchlist items must be completed prior to GBRA acceptance of Facilities. If required by a governmental entity having jurisdiction over development within the Service Area, upon completion of all Contractor related punchlist items, GBRA will endeavor to issue a Construction Inspection Approval Letter within ten (10) business days of receipt of a written request by the Developer. Customer connections will not be allowed prior to GBRA's issuance of a Project Final Acceptance Letter as described in Section 10.1 herein.

10.3 All Other Facilities

The Contractor shall perform demonstration testing and operator training in accordance with GBRA Standards and Design Guidelines. Training shall be conducted after demonstration testing and shall not occur on the same day as testing. Once the Contractor verifies the work is ready for demonstration testing, the Contractor shall request GBRA and the Design Engineer to inspect the Project. Within ten (10) business days after the inspection, GBRA will endeavor to provide a list of critical items that must be corrected prior to demonstration testing.

After the Contractor has corrected all critical items, the Contractor shall request GBRA and the Design Engineer to inspect the Project. Once all critical items are completed to GBRA's and the Design Engineer's satisfaction, the Contractor shall utilize clean water to perform demonstration testing. The demonstration testing must be witnessed by GBRA and the Design Engineer.

Upon successful completion of demonstration testing and operator training, GBRA will recommend to the Design Engineer to declare the Project substantially complete and to proceed with Facility startup and operation. GBRA will endeavor to provide a punchlist within twenty (20) business days after successful completion of demonstration testing. All punchlist items must be completed prior to GBRA acceptance of Facilities.

10.4 Record Drawings

The Developer must provide Record Drawings in accordance with GBRA Standards and Design Guidelines. If construction of the Facilities is accomplished in phases, the Developer shall provide Record Drawings covering each phase as that phase is completed. Design submittals for subsequent phases will not be accepted until the Record Drawings for the preceding phases have been received and approved by GBRA.

10.5 Warranty

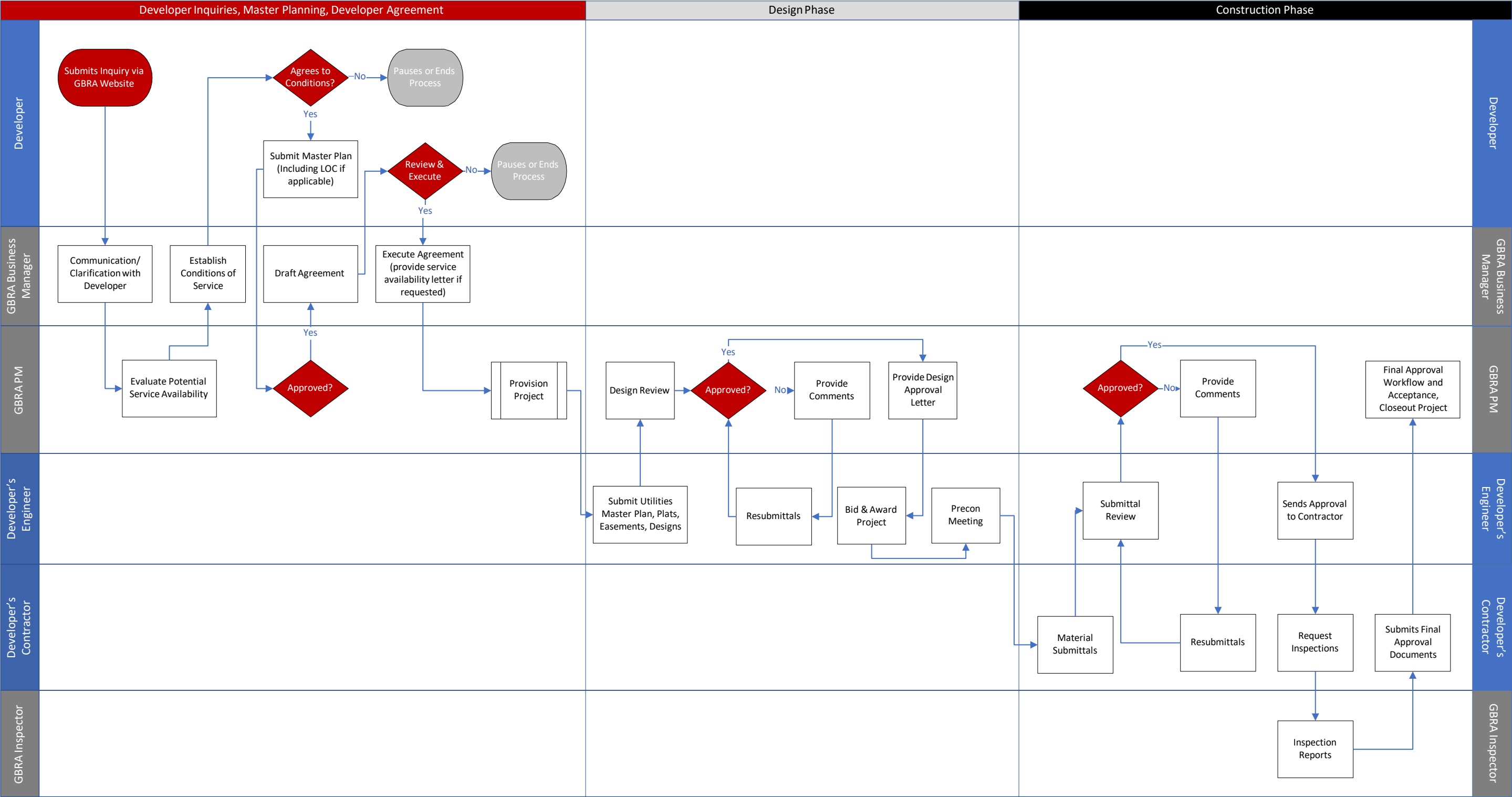
The Developer shall warranty each Project for one (1) year from the date of GBRA's issuance of a Project Final Acceptance Letter and provide warranties of longer duration where specifically required. The warranty shall include labor, material, and equipment for removal, repair, and replacement. The Developer shall maintain service to Customers while performing any warranty work.

SECTION 11: REFERENCES FOR WATER AND WASTEWATER SYSTEM DESIGN

The following references (latest revision) should be reviewed in conjunction with these regulations:

- A. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes.
- B. Guadalupe-Blanco River Authority, Standards and Design Guidelines for Developer Constructed Facilities.
- C. Rules and Regulations published by Texas Commission on Environmental Quality:
 - 1. TCEQ, Water Utilities Division, Rules and Regulations for Public Water Systems (Chapter 290).
 - 2. TCEQ, Design Criteria for Sewage Systems, Texas Administrative Code (TAC) (Chapter 217).
 - 3. 30 TAC, Chapter 213, Edwards Aquifer.
- D. State of Texas Engineering Practice Act.
- E. State of Texas Professional Land Surveying Practice Act.

APPENDIX A – FLOW CHART



APPENDIX B – LIVING UNIT EQUIVALENTS

LIVING UNIT EQUIVALENTS

Residential	LUE per Unit
Single Family Residence; Modular Home; Mobile Home:	1
Duplex (2 Units):	1
Triplex (3 Units) or Fourplex (4 Units):	0.7
Condo or Apartment (6+ Units/Acre to 24 Units/Acre):	0.7
Condo or Apartment (24+ Units/Acre):	0.5
Hotel or Motel Room:	0.5
RV Park:	0.5

Commercial	Units per LUE
Office (square feet of floor)	3000
Office Warehouse (square feet of floor)	4000
Retail; Shopping Center (square feet of floor)	1660
Restaurant; Cafeteria (square feet of floor)	200
Hospital (beds)	1
Rest Home (beds)	2
Church (seats)	70
High / Middle School (students)	13
Elementary School (students)	15

APPENDIX C – RATES AND RATE STRUCTURES

Reference the Adopted Budgets section of GBRA's Transparency web page for the most current Rates and Rate Structures.

APPENDIX D – EASEMENT TEMPLATE

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement"), dated the ____ day of _____, 20____, is between _____, whose mailing address is _____ (hereinafter referred to as "Grantor", whether one or more), and Guadalupe-Blanco River Authority, a conservation and reclamation district created under a series of acts compiled as Article 8280-106, Vernon's Annotated Texas Civil Statutes, as amended, pursuant to the provisions of Article XVI, Section 59 of the Constitution of the State of Texas, with offices at physical address and mailing address for all correspondence to 2225 E. Common St. New Braunfels, Texas 78130, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee an exclusive _____ (____) wide free and unobstructed permanent easement in order to install, construct, operate, use, repair, upgrade, relocate, remove and maintain pipelines (the "Pipeline(s), whether one or multiple"), and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor, as more particularly described in the survey and legal description attached hereto as Exhibit A ("the Permanent Easement").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and additional temporary workspace, if any), as more particularly described in Exhibit B attached hereto, in order to construct the Pipeline(s) and any appurtenant facilities in, over, through, across, under, and along the property (the "Temporary Construction Easement") (the "Permanent Easement" and "Temporary Construction Easement" collectively the "Easements"). The term of the Temporary Construction Easement shall be for a period to extend to the earlier of twenty-four (24) months from the date of construction commencement or completion of the project in its entirety. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it for the purposes of constructing, maintaining, operating, repairing, rebuilding, relocating, replacing, and removing the Pipeline(s) within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline(s), for the transportation of waste or sewage, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline(s), over, across, under and upon the Permanent Easement. Without limitation, Grantee shall have the right to construct the following structures or devices within the Permanent Easement during and after completion of construction: manholes and its protective covers, pipeline drain valve assemblies, and/or air releases and vacuum valve assemblies and cut off valves in their protective casements and barriers as well as

testing devices and corrosion prevention appliances and structures on the pipeline(s), meters, and vaults identifying the location of structures above and below the surface of the earth.

2. Grantee shall bury the Pipeline(s) to a minimum depth of thirty-six inches (36") below the surface of the ground.
3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.
4. Grantee shall have the right to select the exact location of the Pipeline(s) within the Permanent Easement.
5. The consideration paid by Grantee in this Agreement shall be considered full compensation of the Easements, both permanent and temporary, any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipeline(s) and related facilities as well as damages related to future operation, use, repair, upgrading, relocation, removal and maintenance of the Pipeline(s).
6. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the Pipeline(s), provided such fences are repaired to as good or better conditions than existed prior to construction. Grantee shall have the right to install gates in Grantor's fences which cross or run parallel to the Easements and to maintain locks on said gates. Grantor may construct other fences across the Permanent Easement subject to Grantor installing sixteen (16) foot gates in such fences centered across Grantee's facilities. Grantor shall be allowed to install its own locks on Grantee gates and Grantee shall be allowed to install locks on Grantor's gates so long as such locks do not interfere with either party's use of its locks. In addition, Grantee shall have the right to construct or install temporary fencing on or adjacent to the Easements during the time that the Temporary Construction Easement is in Effect. Subject to reasonable safety considerations, Grantee shall provide a means for the Grantor to enter or cross lands enclosed by temporary fencing. Upon Expiration of the Temporary Construction Easement, Grantee shall remove all temporary fencing.
7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building, site improvements or stormwater detention ponds; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee; provided, however, Grantor may construct and maintain roads that cross the Permanent Easement provided that the roads cross the Permanent Easement at or near a 90-degree angle to the long sides of the Permanent Easement. Any such roads shall be constructed and maintained subject to the rights granted to the Grantee herein. In the event the terms of this paragraph

are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easements are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to mow the Permanent Easement and to trim or cut down or eliminate all trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipeline(s) and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipeline(s) and appurtenant facilities. All trees, brush and other debris caused by construction shall be chipped and spread on the Permanent Easement or removed from the property.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill, mine, explore or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantee will, insofar as reasonably practicable, level, re-grade, and reseed the ground disturbed by Grantee's use of the Easements and will maintain the Easements clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Pipeline(s). Grantee may construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline(s) and appurtenant facilities related to this Pipeline(s) project. In making such changes, Grantee shall comply with this Section.

11. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, or representatives at any time.

12. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

13. Grantee shall have the right to assign this Easement in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment.

14. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

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[Signature Pages Follow]

EXECUTED this ____ day of _____ 20__.

GRANTOR:

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____ 20__ by _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of
_____ 20__.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

ACCEPTED:

GUADALUPE-BLANCO RIVER AUTHORITY

By: _____
 Darrell Nichols
 General Manager/CEO

ACKNOWLEDGEMENT

STATE OF _____ §
 _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Darrell Nichols, General Manager/CEO of the Guadalupe-Blanco River Authority, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of
 _____ 20____.

 Notary Public in and for the State of Texas

 (Print Name of Notary Public Here)

PLEASE RETURN RECORDED ORIGINAL TO:

Guadalupe-Blanco River Authority
2225 E. Common St.
New Braunfels, Texas 78130

ATTN: General Manager/CEO