



Temporary Raw Water Agreement Application

Name _____

Title _____

Company _____

Address _____

City, State, Zip _____

Email Address _____

Phone (_____) _____ Fax (_____) _____

Use ___Irrigation ___Industrial ___Construction ___Other (_____)

County _____

Contract Amount of _____ acre-feet per year
(Minimum amount of .75 acre-feet per year; not to exceed 10 acre-feet per year; 1 acre-foot = 325,851 gallons)

Term to begin _____ day of _____ (month) _____ (year)

Term to end _____ day of _____ (month) _____ (year)
(maximum term is 3 years)

Diversion Point (to be identified on a map) _____
(Name of Lake, River, Creek)

Person who will sign agreement _____
(Name & Title)

A customer may request that their address and phone number be kept confidential, unless required or mandated by law.

___Yes (request for confidentiality) ___No (do not request confidentiality)

Signature _____ Date _____

LCRA's current raw water rate is \$138 per acre-foot and the application processing fee is \$100. Our process turn around is usually less than 2 weeks. Please return your completed application, \$100 fee and map to:

LCRA
ATTN: Anissa Menefee
PO Box 220 - H200
Austin, Texas 78767-0220
In Austin, (512) 473-3231 or 1-800-776-5272 ext. 3231
(512) 473-3551 fax

SAMPLE

(Date)

(Name)
(Title)
(Company Name)
(Address)
(City, State, Zip)

Re: TEMPORARY RAW WATER CONTRACT
_____ **COUNTY – LAKE** _____

Dear _____:

Please acknowledge your consent to the conditions listed below by signing this contract in the space provided. On the enclosed map please indicate the specific location from which water will be withdrawn. This contract will not become effective until LCRA staff is in receipt of one signed original, the required map and a \$100.00 application fee, payable to the Lower Colorado River Authority.

Be advised that this document must be signed and returned within ten (10) days; LCRA reserves the right to reject any contract received beyond that period. You may retain the enclosed copy for your records. It is advised that you provide a copy of this letter to any of your agents who may be questioned about withdrawing water from _____.

A G R E E M E N T

The Lower Colorado River Authority, hereinafter called "LCRA", and _____, hereinafter called "PURCHASER," in mutual consideration agree as follows;

1. General Conditions. PURCHASER shall have the right to a maximum of _____ acre-feet per year (_____ gallons per year; the "Maximum Annual Quantity" or "MAQ") of raw water made available from the Colorado River (_____) in _____ County, Texas at a point described and depicted in Exhibit "A" attached hereto. The water supplied under this contract shall be supplied in accordance with the permanent Rules and Regulations of the Texas Commission on Environmental Quality (Rule 297.101(b)(4)) for the sale of untreated water for permitted use from the perimeter of a reservoir in amounts not exceeding 10 acre-feet per annum. Water supplied under the terms of this contract shall be used exclusively for _____ Use, as that term is defined in LCRA's Water Contract Rules.

2. Payment.
 - (a) PURCHASER shall pay LCRA annually for water made available under this contract an amount of money equal to the "Water Rate" times the Maximum Annual Quantity.

- (b) PURCHASER further agrees to pay LCRA annually an amount of money equal to the “Inverted Block Rate” (defined below) multiplied by any amount of water made available to PURCHASER in excess of the Maximum Annual Quantity during the previous 12 months. For purposes of determining the amount of water made available in excess of the MAQ, the amount of water made available will be calculated as the amount of water actually diverted. In the event the amount of water made available to PURCHASER is limited because of a curtailment imposed by LCRA or state law in accordance with this contract to an amount less than the MAQ, then PURCHASER shall pay a surcharge, in excess of the Water Rate, to be set by LCRA’s Board of Directors, multiplied by any amount of water made available to PURCHASER in excess of the amount PURCHASER is authorized to have available during the curtailment.
- (c) The Water Rate presently in effect is \$138 per acre-foot (\$0.42 per 1,000 gallons) of water. The Inverted Block Rate presently in effect is \$262.20 per acre-foot of water. LCRA reserves all rights that it may have under law to modify the Water Rate or the Inverted Block Rate. PURCHASER understands and acknowledges that the Water Rate and the Inverted Block Rate set forth in this contract have been approved by LCRA’s Board of Directors, and that the Board may change all rates, fees and charges under the contract from time to time.
- (d) On or before _____, PURCHASER shall submit to LCRA, Attention: Sandra Valdez, Water Services, a check payable to the Lower Colorado River Authority for the amount of \$_____ for the water made available to PURCHASER under this contract during the initial year of the contract.
- (e) LCRA shall mail an invoice to PURCHASER for payment for water made available to PURCHASER in subsequent years under this contract, and such invoice shall reflect any revision to the Water Rate and the effective date of the revised Water Rate. Such invoice shall also show any amount of water that PURCHASER had made available to it in excess of the Maximum Annual Quantity during the previous 12 months year, as well as the corresponding amount of money owed by PURCHASER to LCRA in accordance with the Inverted Block Rate.
- (f) PURCHASER shall pay LCRA for water provided under this contract in the amount of each invoice submitted to PURCHASER by LCRA on or before thirty (30) days from the date of the invoice. PURCHASER shall mail checks for payments to the address indicated on the invoice. PURCHASER may pay by hand-delivery of checks or cash to LCRA's headquarters in Austin, Travis County, Texas, or by bank-wire if PURCHASER obtains LCRA’s approval and makes arrangements for doing so prior to the due date. Payment must be received at the address provided on the invoice, or, if approved, at LCRA's headquarters or bank, not later than thirty (30) days from the invoice date in order not to be considered past due or late. In the event PURCHASER fails to make payment of that invoice within thirty (30) days of the invoice date, PURCHASER shall then pay a late payment charge of five percent (5%) of the amount of the invoice. For

each calendar month or fraction thereof that the invoice remains unpaid, PURCHASER shall pay interest at 1.5%. In the event PURCHASER attempts to pay LCRA by check, draft, credit card or any other similar instrument and the instrument is returned or refused by the bank or other similar institution as insufficient or non-negotiable for any reason, PURCHASER shall be assessed and must pay to LCRA, per each returned instrument, LCRA's current returned instrument fee. If the invoice has not been paid within thirty (30) days of the invoice date, PURCHASER further agrees to pay all costs of collection and reasonable attorney's fees, regardless of whether suit is filed, as authorized by section 271.159, Texas Local Government Code.

3. **Indemnification.** PURCHASER WILL INDEMNIFY AND HOLD LCRA HARMLESS FROM ALL CLAIMS OF INJURY OR DAMAGE TO ANY PERSON OR PROPERTY RESULTING FROM ANY ACTION (OR FAILURE TO ACT) BY PURCHASER UNDER THIS CONTRACT.
4. **Regulatory Approval.** PURCHASER agrees to obtain or cause to be obtained all permits, certificates, or approvals required by applicable local, state or federal agencies for any activity undertaken in conjunction with the use of the water under this contract. This contract shall not be construed or interpreted to grant any privilege or right not specifically pronounced herein, including but not limited to the use of private property, the right to dispose of effluent, the right to use LCRA property or easements, or the right of access to the Colorado River.
5. **Availability of Water.**
 - (a) LCRA is committing to make available to PURCHASER under this contract a portion of LCRA's firm water supply, as defined in LCRA's Water Contract Rules; provided, however, LCRA may interrupt or curtail the water supplied under this contract as required by state law or in accordance with LCRA's Water Management Plan or Drought Contingency Plan, as such Plans and any amendments thereto have been approved and may be approved in the future by the TCEQ. While LCRA will provide firm water under this contract, the PURCHASER understands that, during a drought worse than the drought of record as described in LCRA's Water Management Plan, LCRA will be required to allocate water pro rata among its customers, including PURCHASER.
 - (b) LCRA is responsible for making water available under this contract only up to the MAQ. LCRA makes no guarantee that the water made available under this contract will be available at any particular time or place or that any LCRA owned/operated reservoir or the Colorado River will be maintained at any specific elevation or flow at any particular time. Furthermore, PURCHASER acknowledges and agrees that LCRA's obligations under this contract shall not require LCRA to make additional releases of water from LCRA firm water supplies beyond the MAQ or to make releases to raise the water elevations or flows at the Points of Diversion at a particular time sufficient for PURCHASER's intake and/or diversion facilities to operate.

6. Quality of Water. LCRA makes no representation as to the quality of the water made available under this contract, and PURCHASER hereby releases LCRA and agrees to hold it harmless from any and all claims that PURCHASER or PURCHASER's customers or users have or may have against LCRA for any diminution in or impairment of the quality of water made available under this contract.

7. Termination. PURCHASER agrees that non-compliance with the terms of this contract or any misrepresentation of the facts by the PURCHASER to LCRA constitutes grounds for termination of this contract. LCRA, at its sole option, may immediately terminate this contract should PURCHASER fail to make any payment within 30 days of an invoice date as described in Section 2 such that PURCHASER shall have no further right to use water under this contract.

8. Term. This contract shall be for a term of _____ months from the ____ day of _____, 20__ through the _____ day of _____, 20__.

LOWER COLORADO RIVER AUTHORITY

By: _____
 Karen Bondy, P.E.
 Manager, River Services

The foregoing instrument is acknowledged and confirmed this ____ day of _____, 20__.

PURCHASER

By: _____
 (name), (title)