

## LCRA Domestic Use Water Sale Agreement for Properties up to Two Acres

By completing and signing this form and providing payment, Purchaser is entering into a water sale contract with the Lower Colorado River Authority (LCRA). The LCRA Domestic Use Standard Terms and Conditions attached to this form are fully incorporated into the contract. This form will constitute a binding contract and become effective once LCRA has received one signed original, and payment has been received and deposited by LCRA. Payment for the first year of this contract shall be included when this form is submitted to LCRA. After receipt of this contract and deposit of your payment, LCRA will provide a copy of this contract for your records. Please note that if any contract terms are modified, the modified contract will not bind LCRA. This form is valid only if received by Dec. 31, 2012. Furthermore, in the event the LCRA Board declares a Drought Worse than the Drought of Record, this form will no longer be valid. Forms received after that date or such declaration will be returned.

### PURCHASER'S PERSONAL INFORMATION

Name \_\_\_\_\_ E-mail Address \_\_\_\_\_  
 Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Lake Property Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Indicate Lake by checking the appropriate box:  Buchanan;  Inks;  LBJ;  Marble Falls;  Travis;  Austin  
 Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ County: \_\_\_\_\_

A customer may request that their personal information and other information as described in Chapter 182 of the Utility Code be kept confidential, unless required or mandated by law. Please check the following box if you request such confidentiality.

### WATER VOLUME DETERMINATION

The water volume under this contract is based upon your lot size. This contract is only valid for lots up to two acres in size. If your lot exceeds two acres, please contact LCRA using the contact information below. Please select your lot size:

Lot size per appraisal district*	Annual quantity of water	Annual payment**
__ Up to ½ acre	0.75 acre-feet (244,388.25 gallons)	\$113.25
__ ½ acre to 1 acre	1.75 acre-feet (570,239.25 gallons)	\$264.25
__ 1 acre to 1 ½ acres	2.75 acre-feet (896,090.25 gallons)	\$415.25
__ 1 ½ acres to 2 acres	3.75 acre-feet (1,221,941.25 gallons)	\$566.25

\* exclude any lands that are inundated when lake is full

### PAYMENT and CONTRACT TERM

\*\* LCRA's current raw water rate is \$151 per acre-foot (approximately \$0.46 per 1,000 gallons). LCRA reserves the right to modify the Water Rate as described in the Standard Terms and Conditions. Payment for the first year of this contract shall be included when this form is submitted to LCRA. This contract will remain in effect for three (3) years from the first day of the month following receipt of this contract by LCRA. Purchaser will be invoiced for subsequent years of this contract. If Purchaser does not provide payment within 30 days of invoice for subsequent years, the contract will terminate without further notice.

### WATERING SCHEDULE and AVAILABILITY OF WATER

Addresses ending in odd numbers:	Wednesdays and Saturdays
Addresses ending in even numbers:	Thursdays and Sundays
Maximum amount of water to apply:	1 inch per week (or ½ inch twice a week)
Watering times:	Midnight to 10 A.M. and 7 P.M. to Midnight
Watering months:	June through Sept: 1 inch per week; Mar, Apr, May & Oct: ½ inch per week <b><i>Please turn OFF your sprinkler system November through February</i></b>

Purchaser agrees to follow LCRA's Outdoor Water Schedule listed above. Furthermore, LCRA may interrupt or curtail the water supplied under this contract during a shortage as described in the Standard Terms and Conditions.

### QUALITY OF WATER

The water provided under this contract is raw, untreated water that may require treatment. Purchaser agrees to the Standard Terms and Conditions related to the Quality of Water.

### ACKNOWLEDGEMENT

Purchaser, by signing below acknowledges that the information provided above is accurate and agrees to the terms and conditions provided in this contract, including the Domestic Use Contract Standard Terms and Conditions.

**Purchaser's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please return to: LCRA Attn Anissa Menefee PO Box 220 Austin, TX 78767-0220

In Austin: (512) 473-3231 or 1-800-776-5272 ext. 1535 Fax: (512) 473-3551

To be completed by LCRA only.	Form Date: 4062012	Date Received:	Contract Term:
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## LCRA Domestic Use Contract Standard Terms and Conditions

1. Domestic Use Only. PURCHASER shall have the right to withdraw from the specified lake up to the maximum quantity specified for domestic use only. For purposes of this contract, the term "domestic use" shall have the meaning given it by the Texas Commission on Environmental Quality, or any successor agency, in 30 Tex. Admin. Code § 297.1(18), as it may be amended from time to time. The water made available under this contract is raw, untreated water as described in section 2, below.

2. Quality of Water. LCRA makes no representation as to the quality of the raw water supplied under this contract. PURCHASER acknowledges and agrees that the raw water supplied under this contract may require treatment for PURCHASER's use of the water, particularly in the event that the water will be used for human consumption, and PURCHASER accepts all responsibility for the treatment of the raw water supplied under this contract. PURCHASER further acknowledges and agrees that it is solely responsible for compliance with any federal, state and/or local laws or ordinances that may impose requirements for the treatment of raw water supplied under this contract. PURCHASER HEREBY RELEASES LCRA AND AGREES TO HOLD IT HARMLESS FROM ANY AND ALL CLAIMS THAT PURCHASER OR USERS OF ITS WATER HAVE OR MAY HAVE AGAINST LCRA AS A RESULT OF THE QUALITY OF WATER SUPPLIED UNDER THIS CONTRACT IRREGARDLESS OF WHETHER CAUSED BY ANY ACT OR FAILURE TO ACT BY LCRA, ITS AGENTS OR EMPLOYEES, WHETHER NEGLIGENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE ISSUANCE OR APPROVAL BY LCRA OF ANY PERMIT OR AUTHORIZATION UNDER THE LCRA'S HIGHLAND LAKES MARINA ORDINANCE, NONPOINT SOURCE ORDINANCE, ON-SITE SEWAGE FACILITIES RULES, OR ANY SIMILAR RULES THAT MAY BE PROMULGATED HEREAFTER, AS ANY SUCH RULES MAY BE AMENDED FROM TIME TO TIME.

3. 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 the 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, as such Plan 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) In lieu of separate water conservation and drought contingency plans, Purchaser agrees to follow the LCRA Outdoor Water Schedule.

(c) LCRA is responsible for making water available under this contract only up to the Contract Quantity. 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.

4. Payment. (a) PURCHASER shall pay LCRA for the water made available under this contract on an annual basis, the amount of water made available, times the "Water Rate" for the use provided under this contract, currently \$151 per acre-foot. LCRA shall mail an invoice to PURCHASER for water made available in the initial year of this contract.

(b) PURCHASER understands and acknowledges that the Water Rate set forth in this contract has 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. 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.

(c) 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.

(d) Payment must be received not later than the date provided in the invoice in order not to be considered past due or late. In the event PURCHASER fails to make payment by the date provided, this contract will terminate automatically without further notice to PURCHASER. 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 will be assessed and must pay to LCRA, per each returned instrument, the LCRA's current returned instrument fee in addition to all other payments required under the invoice or else this contract will terminate automatically without further notice to PURCHASER.

5. 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.

6. 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 the right of access to the Colorado River.

7. Maps. PURCHASER agrees to provide LCRA with a map of the diversion point and property where water is used upon request by LCRA.

8. Termination. PURCHASER agrees that non-compliance with the terms of this contract or any misrepresentation of the facts by the PURCHASER to the LCRA (including, but not limited to, information provided in PURCHASER's application) constitutes grounds for LCRA to terminate of this contract. Should PURCHASER fail to make any payment as described above, this contract will terminate automatically without further notice to PURCHASER and PURCHASER shall have no further right to use water under this contract.