FORM 100
Well Drilling Application

For District Use Only:

2-21-18
Application Date

58554
Well Drilling Permit Number

RECEIVED
FEB 21 2018

Return this Form to: LPGCD, PO Box 1027 (908 Loop 230), Smithville, TX 78957
Phone: 512-360-5088 FAX: 512-360-5448 Email: lpgcd@lostpineswater.org

SECTION I – APPLICANT

Name Lower Colorado River Authority Attn: Karen Bondy

Company (if applicable) Lower Colorado River Authority

Street (or PO Box) PO Box 220

City Austin State TX Zip 78767-0220

Phone Number (512)578-4019

SECTION II – DRILLING SITE DESCRIPTION

Physical Description of Proposed Drilling Site (use GPS coordinates if known.)

Approximately 8 miles northeast of Bastrop (GLR 4: Lat/Long: 30.187590/-97.215441 +/- 200 ft

County that the Drilling Site is Located in: Bastrop X Lee _____

Is the proposed well located within a neighborhood or subdivision? Yes_____ No X

If Yes, which neighborhood or subdivsion? _____

SECTION III – AUTHORIZATION TO DRILL

Is the Applicant the same as the Property Owner of the Proposed Drilling Site? Yes_____ No X

If Property Owner is different from Applicant shown in Section I, contact information and a notarized letter of authorization to drill from the property owner **must** be attached to this application. See Attachment A to supplement

SECTION V – WELL INFORMATION

What will be the primary use of the well (circle one)?

Domestic *Livestock* *Irrigation* *Municipal Supply* *Mining* *Rig Supply* *Test* *Other* See supplement

What is the proposed aquifer that the well will produce from (if known)? _Simsboro_____

What will be the approximate total depth of the well (if known)? _See supplement_ feet

Will the Applicant be requesting an exemption under LPGCD Rule 3.1? Yes____ No _X__

If Yes, type of exemption claimed:

_____ A well that is solely for domestic or livestock use that is incapable of producing more than 25,000 gallons per day (gpd).

_____ A well that uses less than 200 acre-feet/year solely for agricultural use.

_____ A well that is used solely to supply water for a rig that is actively engaged in drilling or exploration operations for an oil or gas well permitted by the Railroad Commission of Texas.

_____ A water well authorized under a permit issued by the Railroad Commission of Texas for mining activities.

_____ A water well drilled and completed solely for the purposes of aquifer testing.

SECTION IV – AFFIRMATION

I certify that all statements and information in this application are true and correct.

Kim Bondy

Signature of Applicant

2-20-18

Date

FORM 200

Operating/Transport Permit Application

For District Use Only:

2-21-18
Application Date

58 55 4
Temporary Permit Number

RECEIVED
FEB 21 2018

Return this Form to: LPGCD, PO Box 1027 (908 Loop 230), Smithville, TX 78957
Phone: 512-360-5088 FAX: 512-360-5448 Email: lpgcd@lostpineswater.org

SECTION I – APPLICANT

Name Lower Colorado River Authority Attn: Karen Bondy

Company (if applicable) Lower Colorado River Authority

Street (or PO Box) PO Box 220

City Austin State TX Zip 78767-0220

Phone Number (512)578-4019

SECTION II – WELL INFORMATION

What aquifer will the well be producing from? Simsboro

What is the known or proposed total depth of the well? See supplement feet

What is the known or proposed screened interval of the well? See supplement feet

What is the known or proposed capacity of the well? See supplement gpm

Is this Application for an existing well already registered with the LPGCD? Yes _____ No X

If Yes, what is the Well Number? _____

If No, has a Well Drilling Application (Form 100) or Well Registration Application (Form 300) been submitted? Yes X No _____

Well location (use GPS coordinates if known.) GLR Well #4: Lat/Long: 30.187590/-97.215441 +/- 200 ft. See supplement.

County that the well is located in: Bastrop X Lee _____

SECTION III – WITHDRAWAL AMOUNT REQUESTED

What is the total maximum withdrawal requested? Ultimate pumping 25,000 (aggregated for the eight-well system) acre-feet/year

Proposed maximum rate at which water will be withdrawn: 18,000 (aggregated for the eight-well system) gpm

Is the Applicant requesting that the withdrawal be aggregated with another well? Yes _X_ No _____

If Yes, list other wells: GLR #1, GLR #2, GLR #3, GLR #5, GLR #6, GLR #7, GLR #8

SECTION IV – PROPOSED USE

What is the proposed use of water from the well?

_X_ Municipal Supply _X_ Mining _X_ Irrigation _X_ Other (describe) See supplement

List proposed usage of water produced from well and the amount of usage:

Use _See supplement_ Amount used See supplement acre-feet/year

Use _____ Amount used _____acre-feet/year

Use _____ Amount used _____acre-feet/year

SECTION V – TRANSPORT INFORMATION

Will this well be used to export water outside of the LPGCD? Yes _X__ No _____

If Yes, what is the maximum amount of water proposed to be exported: 25,000 acre-feet/year

If Yes, location of the use of the water: __See supplement_____

SECTION VI – REQUIRED ATTACHMENTS

The following attachments are required with an Operating Permit Application:

__X_ Location map or property plat showing all registered or permitted wells within 5,000 feet of the proposed location

See supplement Results of a 36-hour pumping test (if the application is for more than 200 acre-feet/year)

__X__ Statement describing how the amount of water requested addresses an existing or projected need, including when that water supply need is projected to occur.

__X__ Statement describing how the amount of water requested will be dedicated to a beneficial use.

__X__ Statement identifying the End User of the requested water or that the End User has not been identified.

__X__ Applicant's or End User's Water Conservation Plan (if available)

__X__ Applicant's or End User's Drought Contingency Plan (if available)

__X__ Applicant's or End User's Well Closure Plan or declaration that the applicant will comply with well plugging guidelines and report closure to the TCEQ.

___X__ Any other information (describe)_ See Supplement_____

SECTION VII – DECLARATIONS

The Applicant agrees to the following conditions:

__X__ I agree to avoid waste and achieve water conservation.

__X__ I agree that reasonable diligence will be used to protect groundwater quality.

__X__ I agree that well plugging guidelines will be followed at the time of well closure.

Ken Bondy _____ 2-20-18 _____

Signature of Applicant Date

SECTION VIII – AFFIRMATION AND EXECUTION

I certify that all statements and information in this application are true and correct.

Kam Bondy
Signature of Applicant

2-20-18
Date

THE STATE OF **TEXAS**

COUNTY OF TRAVIS

I certify that the following person (s) personally appeared before me on this day, each acknowledging to me that he or she signed this Operating/Transport Permit Application.

Date: 2-20-18

Tabetha Jaske
Signature of Notary

Tabetha Jaske
Printed Name of Notary

TABETHA JASKE
Notary Public, State of Texas
Comm. Expires 01-11-2022
Notary ID 128143668

My commission expires: 1-11-22

(seal)

Can be notarized by any Notary of your choice or at the LPGCD Office.

LOWER COLORADO RIVER AUTHORITY'S APPLICATION FOR GROUNDWATER OPERATING AND TRANSPORT PERMITS FOR GRIFFITH LEAGUE RANCH

SUPPLEMENTAL INFORMATION

Background

By Warranty Deed dated Jan. 9, 2015 (**Attachment A**), LCRA acquired certain groundwater and groundwater rights in the Simsboro and Carrizo-Wilcox aquifers under the approximately 4,847.5-acre Griffith League Ranch (GLR) property in Bastrop County. The land is owned by the Capitol Area Council, Inc. Boy Scouts of America. LCRA acquired these rights with the intent to eventually develop a groundwater well field to expand its overall water supply system to help meet the long-term water supply needs of LCRA's existing and future water customers. The water will be used for multiple beneficial purposes within LCRA's Water Service Area (**Attachment B**).

LCRA is filing groundwater operating and transport permit applications for eight (8) wells, for a total combined maximum annual production of up to 25,000 acre-feet/year. LCRA requests the permits include a phased approach to increase authorized pumping over time, up to the full authorized amount, a process included in other recent large groundwater permits issued by LPGCD. LCRA also requests the permit include variances related to pump testing, production fees, well spacing and timelines for drilling and production, similar to what has been granted in other recent permits. LCRA further expects and accepts that special conditions similar to those included in other recent large permits, such as those related to monitoring aquifer conditions and impacts of pumping, also will be included in LCRA's permits.

Supplemental Information for

Applications for Well Drilling & Production/Transport Permits

LPGCD Form 100 (Well Drilling Application), by Section

Section III – Authorization to Drill

LCRA owns an Infrastructure Easement dated Jan. 9, 2015 (**Attachment A**), which grants LCRA a non-exclusive right to use the property overlying the groundwater on the Griffith League Ranch for the purposes of installing, constructing, inspecting, operating, maintaining, repairing, removing, and replacing groundwater wells and other infrastructure related to development of the groundwater rights owned by LCRA.

Section IV – Well Information

See discussion below re: LPGCD Form 200, Sections II and IV/V and **Attachment C**.

LPGCD Form 200 (Production/Transport Permit Application), by Section

Section II – Well Information

LCRA has provided approximate locations for each requested well based on preliminary engineering designs (**Attachment C**). However, once further surveying and geotechnical evaluations are completed as part of final design, it may be necessary to move the precise drilling locations. LCRA expects the wells to be located within 200 feet of the coordinates listed in **Attachment C**. The screened interval of the wells will be placed in the Simsboro formation. The best available information at this point indicates the screened interval will be from approximately 1,000 feet to approximately 1,500 feet below the ground surface. Actual well depths and screened intervals will be determined after well logging and final engineering design. For planning purposes, LCRA has assumed a maximum of a 700 horsepower motor to pump from each well. The proposed capacities of the wells are described below in Section III/IV.

Because final design and exact locations have not yet been identified, LCRA seeks a special condition for each permit to allow the LPGCD general manager to amend each permit as an administrative matter, without notice or hearing, for the sole purpose of conforming the coordinates, total depth, screened interval and pump size for each well to reflect those of the completed wells, which LCRA shall provide to the District within 30 days of completing each well.

Section III - Withdrawal Amount Requested

LCRA seeks permits to drill wells, produce and transport up to 25,000 acre-feet/year of groundwater from eight (8) wells, to be treated as an aggregated well system under LPGCD Rule 5.3.C, which would allow for phased-in production over a period of several

years. More specifically, upon installation of any separate monitoring well system that LCRA may need to develop as a condition of the requested permits, LCRA seeks authorization to phase in development and production and potential transport of groundwater over time as demand grows, in the following phases:

Phase I – Initial Production

- Two wells with maximum instantaneous rate of production of up to 6,000 gallons per minute for the aggregated well system (identified as 7 and 8 on **Attachment C**).
- Total combined maximum annual production of up to 8,000 acre-feet/year.

Phase II – Expanded Production

- Four wells with maximum instantaneous rate of production of up to 10,000 gallons per minute for the aggregated well system (additional wells identified as 5 and 6 on **Attachment C**).
- Total combined maximum annual production of up to 15,000 acre-feet/year.

Phase III- Maximum Production

- Eight wells with maximum instantaneous rate of production capacity of up to 18,000 gallons per minute for the aggregated well system (additional wells identified as 1, 2, 3, and 4 on **Attachment C**).
- Total combined maximum annual production of up to 25,000 acre-feet/year.

Sections IV/V - Proposed Use and Transport Information

LCRA seeks authority to use the groundwater for all beneficial purposes as defined by LPGCD rules and recognized under Chapter 36 of the Texas Water Code. LCRA requests this broad authority because of its existing and anticipated future obligations to supply water within its service area for a broad array of beneficial purposes. This multipurpose authorization also would provide LCRA with critical flexibility in operation of its water supply system to meet its obligations. The exact timing and amounts of groundwater that will be used for various beneficial purposes by LCRA over the term of the permits cannot be predicted with certainty at this time. LCRA intends to use the requested groundwater in conjunction with its other sources of supply to meet its existing and future water supply commitments. The exact amount of each source of supply to be used at any particular time for each of the various beneficial purposes will depend on a variety of factors, including availability of other sources, weather conditions, location of demand, infrastructure capabilities and other considerations.

LCRA has existing firm contractual commitments in excess of 400,000 acre-feet/year for a variety of beneficial uses, including municipal, industrial, recreation, irrigation/agricultural and instream uses. Approximately 52,325 acre-feet/year of this amount is committed to LCRA's use at its own facilities for industrial and landscape irrigation purposes. With few exceptions, those contractual commitments generally provide that LCRA may meet its obligations from any source available to LCRA, which

may include the groundwater sought under these applications. Further, LCRA supplies water on an interruptible basis for agricultural purposes in Wharton, Matagorda, and Colorado counties. All of these water uses by LCRA are well-established beneficial uses.

The 2017 Regional and State Water plans project that water demand in the Region K water planning area, in which LCRA's water service area is primarily located, will increase to 1,461,807 acre-feet/year by 2070 (up from 1,183,325 in 2020). The population in the Region K planning area is expected to increase by 1,505,900 in that same time frame. As a regional water supplier, LCRA expects to be called upon to meet a significant portion of this increased demand in its service area. Addition to and diversification of supplies within LCRA's portfolio will enhance its ability to meet water demands in the most efficient and economic manner possible.

In sum, although Chapter 36 of the Texas Water Code does not necessarily require an applicant to demonstrate the particular timing and amount of groundwater that will be put to beneficial use during the permit term, this information demonstrates that LCRA will dedicate the use of the requested groundwater to beneficial purposes over the permits' terms.

Section VI - Required Attachments

1. *Location map.* Refer to **Attachment C**.
2. *Results of a 36-hour pumping test.* Pursuant to LPGCD Rule 5.1.B(5), LCRA requests a waiver of this requirement and instead seeks a special condition in each permit requiring that LCRA conduct and report the results of a pump test for each well prior to using water from the permitted well.
3. *Statement describing how the amount of water requested addresses an existing or projected need, including when that water supply need is projected to occur.* See above discussion re: Form 200, Sections IV/V.
4. *Statement describing how the amount of water requested will be dedicated to a beneficial use.* See above discussion re: Form 200, Sections IV/V.
5. *Statement identifying the End User of the requested water or that the End User has not been identified.* See above discussion re: Form 200, Sections IV/V.
6. *Applicant's or End User's Water Conservation and Drought Contingency Plans.* LCRA has adopted and implemented both water conservation and drought contingency plans required by the TCEQ and TWDB. These plans, as well as LCRA's standard raw water contracts, require certain customers to also adopt and implement water conservation and drought contingency plans. Links to these documents on LCRA's website are:
    - LCRA's Raw Water Conservation Plan – https://www.lcra.org/water/save-water/Documents/2014-Water-Conservation-Plan.pdf
    - Firm Customer Drought Contingency Plan – https://www.lcra.org/water/water-supply/water-management-plan-for-lower-colorado-river-basin/Documents/Appendix-F-DCP-05-21-2015.pdf

- Temporary, Domestic, Landscape Irrigation and Recreational Use Drought Contingency Plan – https://www.lcra.org/water/water-supply/water-supply-contracts/Documents/DCP-Domestic-Temp-LandscapeRec-Oct2015-BdAppvd.pdf
- Interruptible Agricultural Customers Drought Contingency Plan – https://www.lcra.org/water/water-supply/water-supply-contracts/Documents/2018InterruptibleAgDCP.pdf
- Firm water contracts standard terms and conditions – https://www.lcra.org/water/water-supply/water-supply-contracts/Documents/Std-Terms-SAMPLE-FirmContract-ExhibitA-2016.pdf
- Firm landscape and recreation contracts standard terms and conditions – https://www.lcra.org/water/water-supply/water-supply-contracts/Documents/Std-Terms-SAMPLE-LandscapeRec-ExhibitA-2016.pdf
- Agricultural Interruptible Water Service Contract Rules – https://www.lcra.org/water/water-supply/water-supply-contracts/Documents/2018InterruptibleAgContractRules.pdf

7. *Applicant's or End User's Well Closure Plan or declaration that the applicant will comply with well plugging guidelines and report closure to TCEQ.* In accordance with District Rule 5.1.B(10), LCRA declares that it will comply with well plugging guidelines and report closure to the TCEQ.
8. *Any other information.*
    - Variances to LPGCD Rules. LCRA requests a number of variances pursuant to Rule 5.3.D, as described below:
        - **Spacing requirements** – At this time, the proposed location for Well 1 meets the spacing requirements described in Rule 8.2 B; however, given the uncertainty of exact well locations at this time, it is possible that the well could be drilled slightly less than 5,000 feet from the closest authorized well once final site surveys are performed. In such event, LCRA seeks a conditional variance from the spacing requirement described in Rule 8.2 B to the extent Well 1 is within 5,000 feet of an authorized well.
        - **Phase-in production fees** – LCRA requests that production fees be based on amounts authorized to be produced at the time fees are due, consistent with approach used by LPGCD in other recent large permits.
        - **Variance on drilling and operation timelines** – LCRA requests a variance from the LPGCD rules on time limits for completion or operation of a permitted well (Rules 5.5 and 5.6), consistent with recent large permits issued by LPGCD.
        - **Well locations** - Because final design and exact locations have not yet been identified, LCRA seeks a special condition for each permit to allow the LPGCD general manager to amend each permit as an administrative matter, without notice or hearing, for the sole purpose of conforming the coordinates, total depth, and screened

interval for each well to reflect those of the completed wells. LCRA will provide the District information on the wells within 30 days of completing each well.

- Special conditions addressing aquifer impacts. LCRA expects and accepts that other special conditions similar to those included in recent large permits also will be included in LCRA's permits, including those related to monitoring aquifer conditions and special conditions limiting the ability to advance to higher phases of production based on aquifer impacts. The average drawdown in artesian pressure across the entire Lost Pines Groundwater Conservation District that may result from the proposed wells is estimated to be approximately 65 feet by the year 2070.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Rose Pietsch
1/9/2015 2:28 PM
FEE: $52.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
DEED 201500299

Water Rights General Warranty Deed

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

STATE OF TEXAS §
§
BASTROP COUNTY §

03-01247-33584-GPlag

Effective Date: January 9, 2015

Grantor: Capitol Area Council, Inc. Boy Scouts of America

Grantor's Mailing Address: 12500 North IH 35, Austin, TX 78753

Grantee: Lower Colorado River Authority

Grantee's Mailing Address: 3700 Lake Austin Boulevard, Austin, TX 78703

Consideration: Ten and No/100 Dollars ($10.00) and other good and valuable consideration.

Real Property:

Those two certain tracts of land situated in Bastrop County, Texas, described as follows:

(i) All that certain tract of land containing approximately 4,797 acres of land, more or less, in Bastrop County, Texas, out of the Jacob Large League and Labor; and being that same real property described by metes and bounds in instrument filed of record in Volume 134, Page 402 of the Real Property Records of Bastrop County, Texas, which description by this reference is incorporated herein for all purposes; and

(ii) All that certain tract of land comprising approximately 50.5 acres of land, more or less, a part of the James P. Wallace Survey in Bastrop County, Texas, more particularly described in deed recorded in Volume 129, Page 51 of the Deed Records of Bastrop County, Texas, which description by this reference is incorporated herein for all purposes.

ATTACHMENT A

03-01947-33524-GP/ag

Water Rights General Warranty Deed

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

STATE OF TEXAS §
§
BASTROP COUNTY §

Effective Date:	January 9, 2015
Grantor:	Capitol Area Council, Inc. Boy Scouts of America
Grantor's Mailing Address:	12500 North IH 35, Austin, TX 78753
Grantee:	Lower Colorado River Authority
Grantee's Mailing Address:	3700 Lake Austin Boulevard, Austin, TX 78703
Consideration:	Ten and No/100 Dollars ($10.00) and other good and valuable consideration.

Real Property:

Those two certain tracts of land situated in Bastrop County, Texas, described as follows:

(i) All that certain tract of land containing approximately 4,797 acres of land, more or less, in Bastrop County, Texas, out of the Jacob Large League and Labor; and being that same real property described by metes and bounds in instrument filed of record in Volume 134, Page 402 of the Real Property Records of Bastrop County, Texas, which description by this reference is incorporated herein for all purposes; and

(ii) All that certain tract of land comprising approximately 50.5 acres of land, more or less, a part of the James P. Wallace Survey in Bastrop County, Texas, more particularly described in deed recorded in Volume 129, Page 51 of the Deed Records of Bastrop County, Texas, which description by this reference is incorporated herein for all purposes.

Groundwater:

All of the underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the earth now or in the future located in, on, or under the Real Property, excluding underflow or flow in a defined subterranean channel or underground stream or river, and excluding any water located above the Simsboro Sands of the Carrizo-Wilcox Aquifer.

Groundwater Rights:

All of the Groundwater now or in the future located in, on or under the Real Property, excepting and excluding the Reserved Groundwater (as hereinafter defined), together with all associated rights related to the Groundwater, including, but not limited to, the right to capture, explore for, drill for, pump, develop, withdraw, produce, transport and/or otherwise beneficially use such Groundwater, and the non-exclusive right to use so much of the surface of the Real Property designated as the Preferred Groundwater Development Area on A, as is reasonably necessary for the exercise of such associated rights, including the right of ingress and egress, and all permits, licenses, or other governmental authorizations relating to any of the foregoing, including rights under any permit issued by any groundwater conservation district having jurisdiction over the groundwater (the District), but not including any permit associated with Aqua WSC Test Well. The Groundwater Rights include the rights and are subject to the terms and conditions set forth in the Infrastructure Easement Agreement from Grantor to Grantee and dated of even date herewith.

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to the Reservations from Conveyance, the Infrastructure Easement Agreement described herein and any and all recorded or unrecorded easements, covenants, liens, leases, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to and to the extent they are valid, in effect, and affect the use of Groundwater or the Groundwater Rights by Grantee.

Reservations from Conveyance:

There is hereby reserved unto Grantor, its successors and assigns, the right to utilize Groundwater, at no cost to Grantor, in, on and under the Real Property produced from the existing water well identified as the Aqua WSC Test Well solely for domestic use on the Real Property consistent with Grantor's operation of a Boy Scout Facility, provided that Grantor shall at no time be permitted to pump groundwater from the Aqua WSC Test Well at a rate greater than 17.5 gallons per minute. Grantor further reserves for its own use all groundwater under the Real Property and located above the Simsboro Sands of the Carrizo-Wilcox Aquifer (groundwater produced from the Aqua WSC test well (as limited above) and the groundwater above the Simsboro Sands of the Carrizo-Wilcox Aquifer are collectively referred to as "Reserved Groundwater"), as herein provided. As used herein, the term "domestic use" shall mean use of such Groundwater on the Real Property solely for operation of a Boy Scout Camp by Grantor, its heirs, successors and assigns, and Grantor's employees. The right to utilize the

Reserved Groundwater shall include the right to own, use, maintain, repair and rework wells located on the Real Property as of the date of the Contract of Sale, Groundwater Rights between Grantor and Grantee, dated effective November 21, 2014 (Contract Effective Date) and the right to drill, use and operate domestic-type wells or windmills, but shall not include the right to drill, use or operate any industrial-type or irrigation-type wells on the Real Property, nor for the creation or maintenance of ponds. Grantor acknowledges and agrees that if Grantor, in the future, leases the minerals or the surface estate or is engaged in granting an easement regarding the lease of mineral rights under, or the surface estate of, the Real Property to a third party, the lease or easement shall contain language prohibiting the use of the Groundwater or any other fresh subterranean water located under the Real Property (to be described in the lease or easement) by the lessee or the purchaser for any purpose related to mineral production, including drilling or mining and prohibiting the lessee or purchaser from interfering in any way with Grantee's facilities and operations.

Grantor, for the Consideration, and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Groundwater Rights, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Groundwater Rights to Grantee and Grantee's successors and assigns against any person lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Additional Terms and Provisions:

1. Concurrently with the execution and delivery of this Deed, Grantor has conveyed certain rights to Grantee pursuant to that Infrastructure Easement Agreement of even date herewith, recorded in the Real Property Records of Bastrop County (Infrastructure Easement Agreement). To the extent any provisions of the Infrastructure Easement Agreement affect the rights or obligations of the Grantor or Grantee under this Deed, such provisions are incorporated herein by reference.

2. This Deed is made and accepted pursuant to and in accordance with the terms of that certain Contract of Sale (Groundwater Rights) between Grantor and Grantee (Contract) dated as of the Contract Effective Date. The representations and warranties of Grantor, as Seller under the Contract, are incorporated herein. Additionally, Grantor covenants that, as the fee owner of the Real Property, Grantor shall use the Real Property in compliance with the legal and enforceable covenants and restrictions provided for in that certain Executor's Distribution Deed recorded in the Official Public Records of Bastrop County, Texas as Instrument Number 20004052. Grantor's covenant set out in this Paragraph 2 shall run with the Real Property.

3. Grantee shall, from time to time, on dates and at times mutually agreed to by Grantee and Grantor, provide to Grantor, reasonable access to and the right to make copies of Grantee's records (including, without limitation, all permits, well logs, water sample test results, and other test results) relating to all water wells (whether test wells, commercial wells, or otherwise) drilled by Grantee on the Real Property. Reasonable access shall take into account

the right and obligation of the Grantee to protect and safeguard the Groundwater as a source of public drinking water.

4. From and after the Effective Date, Grantee shall be responsible for all taxes, water fees, assessments, levies, charges and surcharges (including any fees and taxes assessed by any applicable groundwater conservation district) associated with Grantee's ownership, pumping and use of the Groundwater Rights. Grantor shall continue to be responsible for the payment of all taxes, water fees, assessments, levies, charges and surcharges (including any fees and taxes assessed by the Lost Pines Groundwater Conservation District), if any, relating to the Reserved Groundwater. Grantee shall have no responsibility for the payment of ad valorem taxes, or any taxes, fees or assessments imposed by any governmental body, on the Real Property under the terms of this instrument. Grantee may, in good faith, at its own expense (in its own name or in that of the Grantor, or both, as Grantee may determine appropriate), contest any of these taxes, charges, and assessments and must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due. Grantor shall timely pay all taxes owed against the Real Property except for any taxes which are Grantee's obligation as stated herein. In the event Grantor fails to do so, Grantee may, but shall not be obligated to, pay such taxes and shall be subrogated to all rights of the taxing authority in connection with the taxes so paid.

5. Grantee shall not have the right to own or use, in any manner, any Surface Water (as defined below) located on the Real Property not pumped from its own Facilities. Furthermore, Grantee shall not have the right to prohibit or restrict Grantor from using Surface Water pumped from Grantor's own facilities. The term "Surface Water" shall be understood to mean any water, flowing or stationary, naturally presenting itself above the top layer of soil, be that top layer of soil a lake or stream bed, whether the source of the water is from runoff, overflow, springs or seeps. Grantor shall be prohibited from creating Groundwater-fed or maintained lakes or ponds; however, non-wasteful reasonable livestock drinking tanks and their reasonable overflow into existing earthen tanks or ponds shall be permitted.

6. The restrictions on the Reserved Groundwater and the Additional Terms and Provisions set forth above may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties to or those benefited by these provisions; their heirs, successors and assigns owning all or a portion of the Groundwater Rights or the Reserved Groundwater, provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. The provisions of this Deed shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, successors and assigns.

8. The Additional Terms and Provisions of this Deed may be modified by the written agreement of Grantor and Grantee, provided, however, that in the event Grantor sells or conveys any portion of the Reserved Groundwater, then such provisions may be modified or

terminated as to a portion of the Reserved Groundwater by the owner of that portion of the Reserved Groundwater at the time of the modification and the Grantee, without the requirement for the consent of any owners of any other Reserved Groundwater. Such modification will only be binding upon and affect the rights between the Grantee and the owner of the Reserved Groundwater who enters into the modification with regard to that owner's Reserved Groundwater, and shall not affect the terms and provisions of this Deed as they apply to any other owner of Reserved Groundwater who is not a party to the modification.

9. This instrument will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. To the greatest extent permitted by applicable law, the parties agree that venue for any action arising in connection with this Deed shall be in the Courts of competent jurisdiction in Travis County, Texas, and in the Federal Courts of the Western District of Texas, Austin Division.

10. It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this Deed or provided by law.

11. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Deed and all transactions contemplated by this Deed.

12. The Infrastructure Easement Agreement, the Contract and this Deed contain the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth or referenced herein.

13. If any provision in this Deed is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof. To the greatest extent possible, the unenforceable provisions shall be reformed to effectuate the intent of the parties in a manner consistent and compliant with applicable law. If such reformation is not possible, the unenforceable provision shall be deemed deleted, and this Deed will be construed as if the unenforceable provision had never been a part of the Deed. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Deed are for reference only and are not intended to restrict or define the text of any section. This Deed will not be construed more or less favorably between the parties by reason of authorship or origin of language.

14. Any notice required or permitted under this Deed must be in writing. The mailing address set forth in this Deed will be the address for notice unless the address for notice is changed as hereinafter provided. Any notice required by this Deed will be deemed to be delivered (whether actually received or not) three days after it is deposited with the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in this Deed. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other

commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice expressly stating the change in the address for notice, which is delivered as provided herein. The change of address will be effective 5 days after delivery.

15. Any party who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Deed or the subject matter hereof is additionally entitled to recover reasonable attorney's fees, expert fees, and all other litigation expenses.

16. This Deed may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

17. When the context requires, singular nouns and pronouns include the plural.

Executed to be effective as of the Effective Date.

GRANTOR:

CAPITOL AREA COUNCIL, INC.
BOY SCOUTS OF AMERICA

By: _____
Jon Yates, Scout Executive

Accepted and Agreed to:

Lower Colorado River Authority

By: _____

commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice expressly stating the change in the address for notice, which is delivered as provided herein. The change of address will be effective 5 days after delivery.

15. Any party who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Deed or the subject matter hereof is additionally entitled to recover reasonable attorney's fees, expert fees, and all other litigation expenses.

16. This Deed may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

17. When the context requires, singular nouns and pronouns include the plural.

Executed to be effective as of the Effective Date.

GRANTOR:

CAPITOL AREA COUNCIL, INC.
BOY SCOUTS OF AMERICA

By: _____
Jon Yates, Scout Executive

Accepted and Agreed to:

Lower Colorado River Authority

LCRA LEGAL

By: Karen Bondy
Karen Bondy
Sr. V.P., Water Resources

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of January, 2015 by Jon Yates, Scout Executive Capitol Area Council, Inc. Boy Scouts of America.

LEIGH A. WYATT
Notary Public, State of Texas
My Commission Expires
June 27, 2016

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 201__ by _____, _____ of the Lower Colorado River Authority, a political subdivision of the State of Texas, on behalf of said Authority.

Notary Public, State of Texas

Gracy Title - 03
Courtesy Recording

After Recording Return to:

Christine Rothe
LCRA
3700 Lake Austin Blvd.
Austin, TX 78703

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 201__ by Jon Yates, Scout Executive Capitol Area Council, Inc. Boy Scouts of America.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of January, 2015 by Karen Bondy, Sr. VP, Water Resources of the Lower Colorado River Authority, a political subdivision of the State of Texas, on behalf of said Authority.

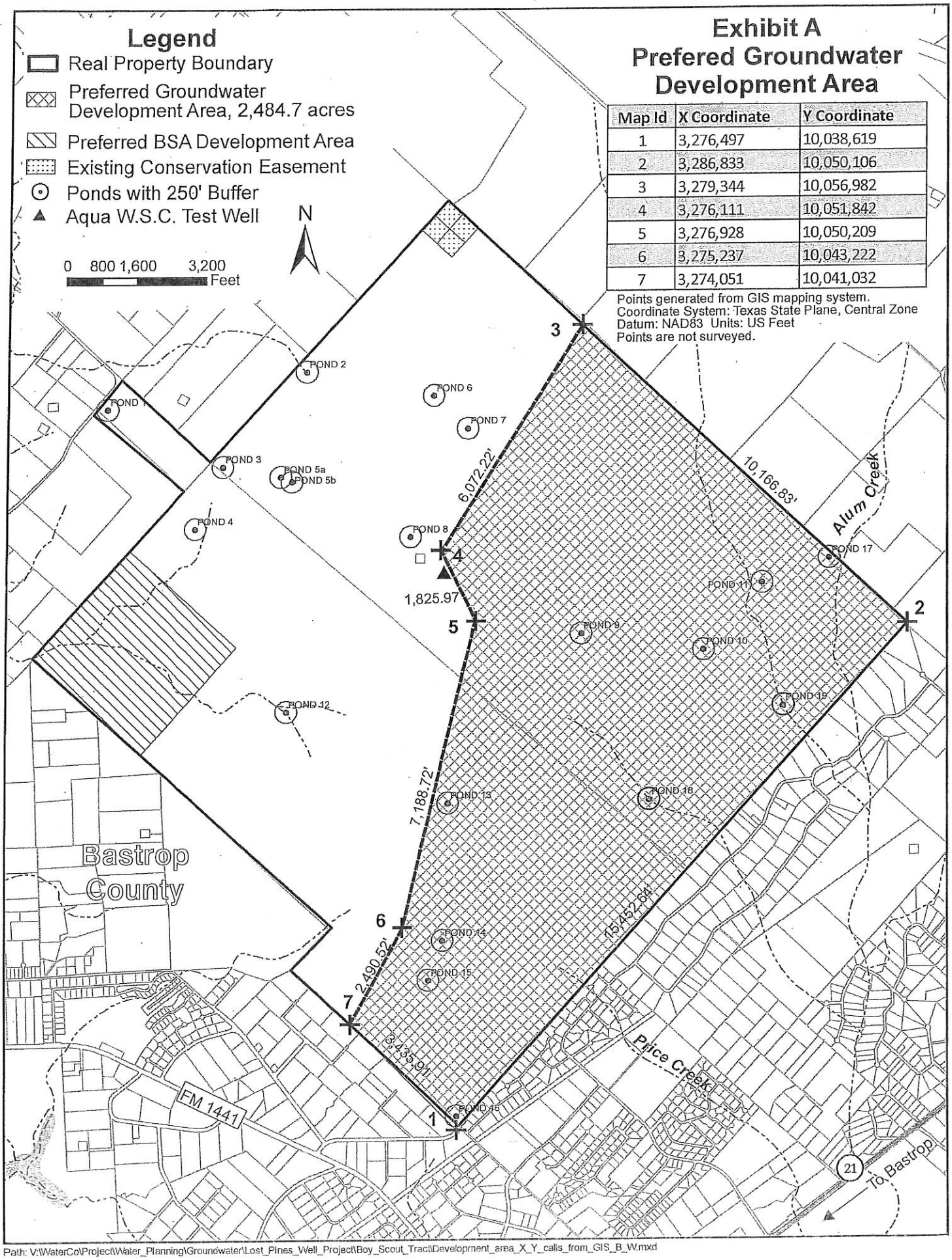
NOTARY PUBLIC STATE OF TEXAS
RENEE F POTEET
My Commission Expires
October 28, 2015

Renée F. Poteet
Notary Public, State of Texas

After Recording Return to:

_____
_____

Exhibit A
Prefered Groundwater Development Area



Map Id	X Coordinate	Y Coordinate
1	3,276,497	10,038,619
2	3,286,833	10,050,106
3	3,279,344	10,056,982
4	3,276,111	10,051,842
5	3,276,928	10,050,209
6	3,275,237	10,043,222
7	3,274,051	10,041,032

Points generated from GIS mapping system.
Coordinate System: Texas State Plane, Central Zone
Datum: NAD83 Units: US Feet
Points are not surveyed.

Path: V:\WaterCo\Project\Water_Planning\Groundwater\Lost_Pines_Well_Project\Boy_Scout_Tract\Development_area_X_Y_calls_from_GIS_B_W.mxd

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Rose Pietsch
1/14/2015 12:08 PM
FEE: $112.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
AGREE 201500468

STATE OF TEXAS §
§
BASTROP COUNTY § CORRECTION

Re-Record for Purposes of Correcting the Effective date to reflect January 9, 2015

INFRASTRUCTURE EASEMENT AGREEMENT

Effective Date: ~~December~~ January 9, 2015

Grantor:	Capitol Area Council, Inc. Boy Scouts of America
Grantor's Mailing Address:	12500 North IH 35, Austin, TX 78753
Grantee:	Lower Colorado River Authority
Grantee's Mailing Address:	3700 Lake Austin Boulevard, Austin, TX 78703
Consideration:	Ten and No/100 Dollars ($10.00) and other good and valuable consideration.

D3-01247-33524-GP/09

Real Property from which groundwater will be obtained:

Those two certain tracts of land situated in Bastrop County, Texas, described as follows:

(i) All that certain tract of land containing approximately 4,797 acres of land, more or less, in Bastrop County, Texas, out of the Jacob Large League and Labor; and being that same real property described by metes and bounds in instrument filed of record in Volume 134, Page 402 of the Real Property Records of Bastrop County, Texas, which description by this reference is incorporated herein for all purposes; AND

(ii) All that certain tract of land comprising approximately 50.5 acres of land, more or less, a part of the James P. Wallace Survey in Bastrop County, Texas, more particularly described in deed recorded in Volume 129, Page 51 of the Deed Records of Bastrop County, Texas, which description by this reference is incorporated herein for all purposes.

Groundwater:

All of the underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the earth now or in the future located in, on, or under the Real Property, excluding underflow or flow in a defined subterranean channel or underground stream or river, and excluding any water located above the Simsboro Sands of the Carrizo-Wilcox Aquifer.

Groundwater Rights:

STATE OF TEXAS §
§
BASTROP COUNTY § CORRECTION

Re-Record for Purposes of Correcting the Effective date to reflect January 9, 2015

INFRASTRUCTURE EASEMENT AGREEMENT

Effective Date: ~~December~~ January 9, 2015

Grantor: Capitol Area Council, Inc. Boy Scouts of America

Grantor's Mailing Address: 12500 North IH 35, Austin, TX 78753

Grantee: Lower Colorado River Authority

Grantee's Mailing Address: 3700 Lake Austin Boulevard, Austin, TX 78703

Consideration: Ten and No/100 Dollars ($10.00) and other good and valuable consideration.

Real Property from which groundwater will be obtained:

Those two certain tracts of land situated in Bastrop County, Texas, described as follows:

(i) All that certain tract of land containing approximately 4,797 acres of land, more or less, in Bastrop County, Texas, out of the Jacob Large League and Labor; and being that same real property described by metes and bounds in instrument filed of record in Volume 134, Page 402 of the Real Property Records of Bastrop County, Texas, which description by this reference is incorporated herein for all purposes; AND

(ii) All that certain tract of land comprising approximately 50.5 acres of land, more or less, a part of the James P. Wallace Survey in Bastrop County, Texas, more particularly described in deed recorded in Volume 129, Page 51 of the Deed Records of Bastrop County, Texas, which description by this reference is incorporated herein for all purposes.

Groundwater:

All of the underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the earth now or in the future located in, on, or under the Real Property, excluding underflow or flow in a defined subterranean channel or underground stream or river, and excluding any water located above the Simsboro Sands of the Carrizo-Wilcox Aquifer.

Groundwater Rights:

03-01247-335244-5/1/09

All of the Groundwater now or in the future located in, on or under the Real Property, excepting and excluding the Reserved Groundwater (as hereinafter defined), together with all associated rights related to the Groundwater, including, but not limited to, the right to capture, explore for, drill for, pump, develop, withdraw, produce, transport and/or otherwise beneficially use such Groundwater, and the non-exclusive right to use the Preferred Groundwater Development Area (defined below), in accordance with this Agreement and as is reasonably necessary for the exercise of such associated rights, including the right of ingress and egress, and all permits, licenses, or other governmental authorizations relating to any of the foregoing, including rights under any permit issued by any groundwater conservation district having jurisdiction over the groundwater (the District), but not including any permit associated with Aqua WSC Test Well.

Easement:

A non-exclusive blanket easement and right-of-way on, over, in, under, along, across and through the Real Property, LESS AND EXCEPT the four five-acre tracts described as Tracts 1 - 4 in that certain Conservation Easement recorded in Vol. 1818, Page 513 of the Official Public Records of Bastrop County, Texas, (the Real Property less and except the above-referenced four five-acre tracts is herein referred to as the "Preferred Groundwater Development Area") for the purposes of installing, constructing, inspecting, operating, maintaining, repairing, removing and replacing pipelines, electric and communication lines and conduits, communication towers, pumps, monitor wells, water wells, well sites, water storage tanks, water treatment facilities, pump station facilities, buildings, machinery, equipment, personal property, roads, gates, bridges, culverts, erosion control structures, and all other necessary and desirable appurtenances, facilities, and structures related thereto (collectively, the "Facilities") as may be reasonably necessary in connection with the exploration, monitoring, testing, drilling, extraction, capturing, collection, development, pumping, treatment, withdrawal, production, transportation, storage, beneficial use and other utilization of Groundwater on and from the Real Property, together with the non-exclusive right of ingress and egress over, upon, and across the Preferred Groundwater Development Area to engage in such activities as may be reasonably necessary, requisite, convenient or appropriate in connection with the foregoing. Grantor will cooperate with Grantee in its efforts to obtain utilities, including granting a separate easement to a utility provider, if required. Except as it may be altered in accordance with the terms of this Agreement, the Easement shall be perpetual and assignable in whole and in part. Grantor acknowledges and agrees that Grantee's payment of the Purchase Price (as set out in the Contract) on the Effective Date shall constitute full payment for the Easement (and the Sanitary Control Easements), except that Grantor shall be entitled to receive compensation for actual physical damage to personal property caused by Grantee or Grantee's representatives or contractors in the installation or maintenance of Grantee's infrastructure under this Infrastructure Easement and the Sanitary Control Easements in accordance with the provisions of Exhibit A attached hereto and made a part hereof.

Sanitary Control Easements:

Sanitary control easements for public water wells developed on the Preferred Groundwater Development Area (the "Sanitary Control Easements"). The location of the sanitary control easement for each well will be established at the time the well is drilled by the location of the well and by the application of the requirements of Title 30, Texas Administrative Code, Section 290.47, Appendix C, as the same may be amended from time to time or by any successor or other applicable Federal, state or local law for the protection of public or drinking water in effect at the time each such well is drilled. Grantee shall be entitled to document the location of the sanitary control easement around each well at the time it is drilled or at the time Grantor and Grantee agree to the location of such well, and at any time thereafter, by written instrument recorded in the Real Property Records of Bastrop County, and Grantor shall cooperate with Grantee in executing any easement or other documentation requested by Grantee to evidence or effectuate the rights hereby granted and to designate the location and dimensions of the sanitary control easement around each well. Grantee shall erect at Grantee's sole cost and expense all fences and improvements required around the Sanitary Control Easements, if any.

Easement Purposes:

Any and all uses of the Preferred Groundwater Development Area by Grantee, its successors and assigns which are permitted or authorized by the terms of this Infrastructure Easement Agreement.

Consideration:

Payment of the Purchase Price under the Contract and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to those Permitted Exceptions described on Exhibit "C" attached hereto and made a part hereof, to the extent they are valid, in effect, and affect the Preferred Groundwater Development Area.

Contract Terms:

This Infrastructure Easement Agreement (also sometimes referred to herein and in the exhibits attached hereto as the "Easement Agreement" or "Agreement") is made and accepted pursuant to and in accordance with the terms of that certain Contract of Sale (Groundwater Rights) between Grantor and Grantee dated effective November 21, , 2014 ("Contract Effective Date"), as amended ("Contract"). The representations and warranties of Grantor, as Seller under the Contract, are incorporated herein.

Concurrently with the execution and delivery of this Infrastructure Easement Agreement, Grantor has conveyed the Groundwater Rights to Grantee pursuant to that certain Water Rights General Warranty Deed of even date herewith, recorded in the Real Property Records of Bastrop

County, Texas (Deed). This Infrastructure Easement Agreement is executed in connection with the conveyance of the Groundwater Rights by Grantor to Grantee under that Deed.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, hereby grants, sells, and conveys the Easement to Grantee and Grantee's successors and assigns over, under, on, along, through and across the Preferred Groundwater Development Area, together with the right of ingress and egress at all times over, upon and across the Preferred Groundwater Development Area for the Easement Purposes. To have and to hold the Infrastructure Easement, together with all and singular the rights and appurtenances thereto in any way belonging, unto Grantee and Grantee's successors, assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend all and singular the Infrastructure Easement to Grantee and Grantee's successors, assigns and the parties with whom it contracts against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

Additional Terms and Conditions:

The following terms and conditions shall apply to the Easement:

1. Character of Easement. The Infrastructure Easement is for the benefit of Grantee and Grantee's successors and assigns who at any time have an interest in all or any portion of the Groundwater Rights. The Infrastructure Easement is non-exclusive. Any provision in this Agreement to the contrary notwithstanding, once Grantee has constructed or installed a Facility within the Preferred Groundwater Development Area, and/or once Grantor and Grantee have agreed to the location of any of Grantee's Facilities on the Preferred Groundwater Development Area in writing, Grantor shall not, without Grantee's prior written consent, convey an easement within the Preferred Groundwater Development Area, if such easement is located on or over Grantee's Facility or the agreed-upon location of any such Facility, or sufficiently close thereto as to materially adversely affect Grantee's ability to use such area for an Easement Purpose, or if the location of the easement, relative to Grantee's Facility or agreed-upon location would unreasonably increase the cost to Grantee of access to or use of its Facilities or proposed Facilities for the Easement Purposes. Similarly, once Grantee has installed a Facility or Grantor and Grantee have agreed to the location of any of Grantee's Facilities within the Preferred Groundwater Development Area in writing, Grantor shall not, without Grantee's prior written consent, grant any right within the Preferred Groundwater Development Area which would unreasonably interfere with Grantee's use of or access to such Facility or proposed Facilities for Easement Purposes, or unreasonably increase the cost to Grantee of such use or access. Any easement or conveyance of rights granted by Grantor to a third party must be granted expressly subject to the Easement granted herein and the terms of this Agreement.

2. Duration of Easement. The duration of this Easement is perpetual and irrevocable.

3. Reservation of Rights. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Preferred Groundwater Development Area in conjunction with Grantee (i) in accordance with the terms

and provisions of this Infrastructure Easement Agreement; and (ii) for any purpose not expressly described in this Infrastructure Easement Agreement and that does not unreasonably interfere with or interrupt the use or enjoyment of the Preferred Groundwater Development Area by Grantee for Easement Purposes, or endanger any of Grantee's property located on the Preferred Groundwater Development Area; and (iii) so long as any such use by Grantor does not jeopardize Grantee's ability to meet any requirement under the Utility HCP or the Utility FWS Permit (as those terms are defined in the Contract). Any provision in this Easement Agreement to the contrary notwithstanding, once Grantee has constructed or installed any Facility within the Preferred Groundwater Development Area , and/or once Grantor and Grantee have agreed to the location of any of Grantee's Facilities on the Preferred Groundwater Development Area in writing, Grantor may not, without the prior written consent of Grantee, construct or install an improvement on the Preferred Groundwater Development Area (temporary or permanent), or permit or suffer anyone else to do so, if such improvement is located on or over Grantee's Facility or agreed upon location of such Facility, or sufficiently close thereto as to materially adversely affect Grantee's ability to use such area for Easement Purposes, or if the location of Grantor's improvements relative to Grantee's Facility or agreed-upon location, would unreasonably increase the cost to Grantee of access to or use of such Facility. The right of the Grantor, its successors and assigns to use the Preferred Groundwater Development Area, is further limited by the terms and conditions of the Deed from Grantor to Grantee (as defined above), the terms of which are incorporated herein by reference.

4. Use of the Real Property. The use of the Real Property shall be subject to the following terms and limitations:

a. Grantee shall not construct any of the Facilities within 100 feet of maximum pool height of a documented, known, and active Houston toad breeding pond except for areas for which the development and use has been previously mitigated through preservation by conservation easement of other land on the Real Property.

b. Grantee shall not have any hunting or fishing rights on the Preferred Groundwater Development Area.

c. Grantee shall not have the right to excavate, extract, or mine any caliche or gravel from the Preferred Groundwater Development Area for building or road construction without a written agreement from Grantor.

d. Upon abandonment (the occurrence of such abandonment to be determined solely by Grantee) of any Facility or any easement granted on the Real Preferred Groundwater Development Area for the production or transportation of water, the Grantee shall execute and deliver to the Grantor all documents reasonably necessary to indicate that such Facilities or easements have been abandoned and that title to such abandoned Facilities and easements and, to the extent owned by Grantee, all communications lines, electric power lines, and poles (and appurtenances) serving the abandoned Facilities has reverted to the Grantor.

e. Any Facilities (excluding underground pipe and underground communications or power lines) that are abandoned (the occurrence of such abandonment to be determined solely by Grantee) will be removed and the site restored to its approximate original condition to the extent reasonably practicable within twelve months after the date of such abandonment unless otherwise agreed to in writing by Grantee and Grantor. Upon abandonment of a Facility by Grantee, Grantee shall remove and dispose of (off of the Real Property) all concrete foundations and other concrete structures associated with such abandoned Facilities, in the following manner. Concrete foundations and structures shall be removed so that they do not extend above the normal grade of the surrounding area. The remaining concrete shall be covered with at least 36 inches of topsoil and revegetated. The soil shall be gradually feathered out past the edge of the concrete.

f. After installation of all of the Facilities is complete, Grantee shall execute a written release from the easement all parts of the Preferred Groundwater Development Area not needed for the operation and maintenance of the Facilities, provided that access rights over the remainder property shall not be released. Contemporaneously with the written release, Grantee will replace the blanket easement with and Grantor will grant a specific easement showing the location of the completed Facilities. Any specific easement granted to Grantee from Grantor under this section shall be in the form agreeable to the parties.

If after the release from the easement additional easements for well sites or other infrastructure are needed by Grantee to develop any part of the Groundwater Rights, Grantor shall cooperate with and agrees to grant such easements to the extent such grant would not unreasonably interfere with Grantor's activities on the Real Property and so long as Grantee's use of such additional easements is consistent with the provisions of the Contract.

g Grantee shall bury all pipelines at least thirty-six (36) inches below the surface.

h. [intentionally blank]

i. Grantee will use existing roads on the Preferred Groundwater Development Area where feasible for ingress and egress.

j. Grantor shall not engage in, or permit, any use of the Real Property that would result in contamination of the Groundwater by Hazardous Substances, as defined in Exhibit "A."

k. In the exercise of the rights granted herein, Grantee shall comply with the terms and provisions set out in Exhibit "A" attached hereto and incorporated herein.

1. Grantor shall reimburse Grantee for one-half the cost of installing noise insulation required in paragraph 9 of the attached Exhibit B. Such reimbursement shall be made within 60 days after receipt of an invoice from Grantee.

5. Equitable Rights of Enforcement. This Infrastructure Easement Agreement and the Easement granted herein may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties to or those benefited by this Infrastructure Easement Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. Assignability and Binding Effect. The Infrastructure Easement and Grantee's rights under this Infrastructure Easement Agreement shall be assignable by Grantee, in whole or in part, at any time, from time to time. This Infrastructure Easement Agreement, and the terms, covenants, and conditions herein contained, shall be covenants running with the land and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Grantor and Grantee.

7. Modification and Termination. The Additional Terms and Provisions of this Infrastructure Easement Agreement may be modified or terminated by the written agreement of Grantor and Grantee, provided, however, that in the event Grantor sells or conveys any portion of the Preferred Groundwater Development Area, then this Infrastructure Easement Agreement may be modified or terminated as to a portion of the Preferred Groundwater Development Area by the owner of that portion of the Preferred Groundwater Development Area at the time of the modification or termination and the Grantee, without the requirement for the consent of any owners of surface rights on any other portion of the Preferred Groundwater Development Area. Such modification will only be binding upon and affect the rights between the Grantee and the owner of the surface rights on the portion of the Preferred Groundwater Development Area who enters into the modification or termination of this Infrastructure Easement Agreement with regard to that owner's property, and shall not affect the terms and provisions of this Easement Agreement as they apply to any other owner of surface rights not a party to the modification or termination or any other portion of the Preferred Groundwater Development Area not subject to the modification or termination.

8. Choice of Law. This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. To the greatest extent permitted by applicable law, the parties agree that venue for any action arising in connection with the Contract or this Easement Agreement shall be in the Courts of competent jurisdiction in Travis County and in the Federal Courts of the Western District of Texas, Austin Division.

9. Waiver of Default. It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any

remedies set forth in this agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

10. Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

11. Integration. This Easement Agreement, the Contract and the Deed contain the complete agreement of the parties and cannot be varied except by written agreement of the subject to the provisions of paragraph 7 hereof. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Easement Agreement.

12. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof. To the greatest extent possible, the unenforceable provisions shall be reformed to effectuate the intent of the parties in a manner consistent and compliant with applicable law. If such reformation is not possible, the unenforceable provision shall be deemed deleted, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

13. Notices. Any notice required or permitted under this Infrastructure Easement Agreement must be in writing. The mailing address set forth in this Easement Agreement will be the address for notice unless the address for notice is changed as hereinafter provided. Any notice required by this Easement Agreement will be deemed to be delivered (whether actually received or not) three days after it is deposited with the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice expressly stating the change in the address for notice, which is delivered as provided herein. The change of address will be effective 5 days after delivery.

14. Attorney's Fees. Any party who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof is additionally entitled to recover reasonable attorney's fees, expert fees, and all other litigation expenses.

15. Executed Counterparts. This Easement Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same

document. All counterparts will be construed together and will constitute one and the same instrument.

Executed to be effective as of the Effective Date.

GRANTOR:

CAPITOL AREA COUNCIL, INC.
BOY SCOUTS OF AMERICA

By: _____
Jon Yates, Scout Executive

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 9th day of January, 2015 by Jon Yates, Scout Executive, Capitol Area Council, Inc. Boy Scouts of America.

LEIGH A. WYATT
Notary Public, State of Texas
My Commission Expires
June 27, 2016

_____
Notary Public, State of Texas

GRANTEE:

LOWER COLORATO RIVER AUTHORITY

By: Karen Bondy
Karen Bondy, Sr. V.P., Water Resources

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 8th day of January, 2015 by Karen Bondy, Sr. V.P., Water Resources, of the Lower Colorado River Authority, a political subdivision of the State of Texas, on behalf of said Authority.

LORRIE A. HAYWOOD
Notary Public, State of Texas
My Commission Expires
January 25, 2018

Lorrie A. Haywood
Notary Public, State of Texas

After Recording Return to:

Christine Rothe
LCRA
3700 Lake Austin Blvd
Austin, TX 78703

EXHIBIT "A"

Additional Terms and Conditions

1. Defined Terms.

a. Abandon or Abandonment when used in the context of Grantee's Facilities or an easement right (and whether or not capitalized) means the affirmative, intentional act of Grantee, as evidenced by a written declaration by Grantee, to permanently cease operation and use of the identified Facility or Facilities. Mere non-use of a Facility or easement right by Grantee will not constitute abandonment.

b. Applicable Law means all laws, statutes, regulations, rules, treaties, ordinances, judgments, directives, permits, licenses, decrees, approvals, interpretations, injunctions, writs, orders, or other similar legal requirements of any Governmental Authority having competent jurisdiction which are applicable to the Grantor or the Grantee, respectively, or to the Real Property or to Grantor's or Grantee's operations on the Preferred Groundwater Development Area, that may be in effect from time to time.

c. Governmental Authority means, collectively, the United States of America and all other national, state, provincial, county, municipal, regional, environmental, or other governmental bodies, agencies, or authorities, or any instrumentality or agency of any of these entities, or any court, arbitrator, or other authority or body having jurisdiction.

d. Hazardous Substances shall include, but not be limited to, any substance which is or contains (i) any "hazardous substance" as now defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") (42 U.S.C. § 9601, et seq.) or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now defined in the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials (whether solid, liquid or gas) which are classified, defined or listed as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, regulated substances, toxic substances, or words of similar meaning or regulatory effect under the foregoing statutes or any other present federal, state, or local laws, statutes, ordinances, rules, regulations and the like, or the common law or any other applicable laws relating to the Preferred Groundwater Development Area. Hazardous Substances shall include, without limitation, any substance the presence of which on the Preferred Groundwater Development Area (A) requires reporting, investigation or remediation under the statutes cited above; or (B) causes or threatens to cause a nuisance on any portion of the Preferred Groundwater Development Area or adjacent property or poses or threatens to pose a hazard to the environment or the health or safety of persons on any portion of the Preferred Groundwater Development Area or adjacent property.

e. Pipelines mean collection and transmission pipelines for the transportation of water under the Preferred Groundwater Development Area.

f. TESS means the Texas Excavation Safety System administered by Texas Excavation Safety System, Inc.

2. Roads. Grantee's right of non-exclusive ingress and egress over and across the Preferred Groundwater Development Area is subject to the following terms and conditions:

a. Use of Established Entrances and Roads. Grantee shall use reasonable efforts to use only an established entrance to the Preferred Groundwater Development Areaand use only established roads on the Preferred Groundwater Development Area. If there are several alternative routes to Grantee's Facilities, Grantee shall confer with Grantor to select the route to and from these Facilities that will best serve the needs of the Parties. Grantee shall cooperate in the maintenance of existing roads to be used by Grantee on the Preferred Groundwater Development Area.

b. Location of New Roads. If necessary, Grantee may construct additional roads on the Preferred Groundwater Development Area to access Grantee's Facilities; however, Grantee shall use reasonable efforts to accommodate Grantor with regard to location of any additional roads as long as (i) Grantee's costs are not materially increased by such location and (ii) Grantee's access and proximity to its existing and planned Facilities is not materially adversely affected. Grantee shall use reasonable efforts to place roads at grades and elevations that avoid erosion and avoid unnecessary crushing of grass and growing crops.

c. Specifications for New Roads. Any new roads constructed by Grantee on the Preferred Groundwater Development Area shall be constructed according to the following specifications and in the event of a conflict in this paragraph and Exhibit B "Restrictions on LCRA Ranch Operations Consistent with BSA/CAC HCP, Exhibit B controls.

i. Widths. Grantee shall build all new roads approximately 15 feet wide, except roads to monitoring wells, if any, which shall be no more than 8 feet wide.

ii. Construction Specifications. Grantee shall construct all new roads with gravel and in a manner so that they are all-weather roads. Specifically, the road base will be constructed from native material graded from each side of the road so that a shallow ditch (bar ditch) will be formed on each side of the road. The native material thus graded to form the road bed will be of sufficient quantity to raise the road bed above the immediately surrounding terrain by approximately four inches. The center of the road bed will be raised (crowned) with respect to the edges so that rain falling on the road will immediately run off the road into one or both bar ditches. Grantee shall add (and maintain) a top course of crushed gravel that covers the entire length and width (to a compacted depth of 6 inches) of new roads constructed by Grantee and any existing roads on the Preferred Groundwater Development Area regularly used by Grantee, except that roads to monitoring wells, if any, shall either be covered with 4 inches of compacted caliche or maintained without gravel, as agreed by Grantor and Grantee.

iii. Erosion Prevention. New roads shall be aligned and graded to permit drainage by longitudinal and transverse drainage systems (both natural and artificial wherever needed or required) sufficiently to prevent serious impairment of the road by normal surface water. Drainage control shall be ensured through the use of drainage dips, out sloping, in sloping, natural rolling topography, ditch turnouts, or culverts. Spacing of dips, broad-based drainage dips, culverts, and turnout ditches will depend on cross slope, road grade, and soil type. Drainages will be constructed as necessary to prevent head cuts or other forms of accelerated erosion or damage on adjacent areas.

iv. Culverts and Water Flow. If a new road crosses ditches, gullies, or small arroyos, culverts shall be used where practicable to prevent cross flow of water and washing of road material. For flows crossing broad shallow washes where the construction of a culvert is not practical or desirable, the road may be dipped to allow the entire flow to cross the road in a broad flow to lessen cutting erosion. Where the road crosses large gullies and arroyos, or live water, the crossing shall be bottomed in concrete in the bottom and up each side to a sufficient elevation above high water flow to prevent undercutting the concrete. All culverts shall be placed in the natural flow line and channel whenever possible and culverts shall have a minimum of one foot of fill cover beneath the road surface.

d. Repair and Maintenance of Roads. Grantee must repair any damage done by Grantee (or Grantee's agents, invitees, employees, contractors, or subcontractors) to Grantor's existing roads and any new roads constructed by Grantee. Grantee shall blade all roads and add caliche when necessary to repair damage to the roads unless such damage was clearly caused by a person or entity other than Grantee. All roads shall be maintained in a condition that allows reasonable access, and with regard to existing roads, shall be maintained in at least the condition that existed prior to Grantee's use.

e. Ownership of Roads. Grantor is and shall remain the owner of all existing and new roads on the Preferred Groundwater Development Area, subject to Grantee's easement rights.

3. Pipelines. Pipelines on the Preferred Groundwater Development Area shall be subject to the following specifications and in the event of a conflict in this paragraph and Exhibit B, Exhibit B controls.

a. Location of Pipelines. Grantee shall use reasonable efforts to accommodate Grantor with regard to location of any Pipelines as long as (i) Grantee's costs are not materially increased by such location and (ii) Grantee's access and use of the Pipeline is not materially adversely affected. Grantee shall use reasonable efforts to minimize interference with Grantor's surface use. The Pipelines shall not be located under a road, except to pass under a road.

b. Prior Notification. At least thirty days prior to the beginning of any construction activity by Grantee on the Preferred Groundwater Development Area, Grantee shall provide the Grantor with a copy of all plans for the activity, including, without limitation, the construction of the Pipelines, fences, gates, and cattle guards. This provision shall not apply to Grantee's repair, maintenance or operation activities.

c. Depth of Pipelines. The Pipelines shall be buried at least thirty-six inches below existing grade on rangeland and cultivated land. These measurements are to be from the top of the Pipelines to the surface of the Preferred Groundwater Development Area, as it exists at the time the engineering plans for the Pipeline are prepared.

d. Width of Pipelines Area. During construction of Pipelines, Grantee shall have right to use that part of the Preferred Groundwater Development Area lying parallel to and twenty-five feet on either side of the center of the Pipelines. After construction is complete, Grantee shall have the right to use that part of the Preferred Groundwater Development Area lying parallel to and twenty-five feet on either side of the center of the Pipelines for maintenance and patrolling of the Pipelines.

e. Ditches. In digging ditches for the Pipelines, Grantee shall "double ditch." This means that Grantee will separate the lesser of (i) the available topsoil or (ii) eighteen inches of the topsoil from any underlying clay, caliche, or other subsoil and when refilling the ditch shall place these materials in the ditch as they were removed, with the topsoil on the top. Grantee will fill all ruts and holes and restore the grade as closely as reasonably possible to its original grade. Grantee shall leave no condition that would be likely to cause erosion. Grantee shall leave the Preferred Groundwater Development Area in substantially the same condition it was in prior to entry and construction by Grantee. The same rules shall apply each time Grantee reopens a ditch for repair, maintenance, removal, reinstallation, or any other purpose. Grantee will spread out all soils remaining after the restoration described above, except that Grantee shall dispose of such soils off-site at the request of Grantor.

f. Access by Grantor. During construction of the Pipelines, when a ditch is open or when pipe is placed along a ditch, upon the request of the Grantor, Grantee will provide crossovers for Grantor to access the Preferred Groundwater Development Area.

g. [intentionally blank]

h. Crossing Water. Where the Pipelines cross rivers, creeks, or other channels of water, Grantee shall construct the Pipelines so as not to interfere with the natural flow of these channels.

i. Removal of Obstructions. Grantee shall have the right to remove obstructions that may injure, endanger, or unreasonably interfere with Grantee's use of the Preferred Groundwater Development Area. However, Grantee shall not remove or alter any improvements located from time to time on the Preferred Groundwater Development Area other than fences and roads unless constructed over Grantee's Facilities, constructed at a proximity to Grantee's Facilities that unreasonably interferes with Grantee's access to or use of its Facilities or easement rights, or constructed in violation of the provisions of this Easement Agreement. Grantee shall have the right to trim, cut down, and clear away any brush now or later located on the Preferred Groundwater Development Area, provided that the brush is unreasonably interfering with Grantee's use of the surface of the Preferred Groundwater Development Area. Grantee shall exercise reasonable care in removing any brush from the Preferred Groundwater Development Area. Grantee shall lawfully dispose of all removed brush off of the Real Property.

j. Above Ground Appurtenances. Except as required by Applicable Law or as reasonably necessary to operate the Pipelines in a reasonably prudent manner, no above ground appurtenances relating to Pipelines shall be permitted. All appurtenances above ground shall be marked with a sign indicating their nature and location. Grantee shall use reasonable efforts to accommodate Grantor with regard to location of any above ground appurtenances as long as (i) Grantee's costs are not materially increased by such location and (ii) Grantee's access or use is not materially adversely affected. Notwithstanding anything herein to the contrary, Grantee shall be permitted to construct valves, concrete vaults, vents, and the like above ground.

k. Location of Facilities. Grantee shall use reasonable efforts to accommodate Grantor with regard to location of any Facilities as long as (i) Grantee's costs are not materially increased by such location and (ii) Grantee's access and use is not materially adversely affected. Grantee shall comply with all requirements of TESS as they may be changed from time to time. Grantor shall utilize TESS prior to any construction on the Preferred Groundwater Development Area. Grantee shall from time to time provide to Grantor upon Grantor's request, during Grantee's normal business hours, the opportunity to examine, at Grantee's offices, maps or surveys available to Grantee indicating the location of all Facilities, including, without limitation, all underground Pipelines.

l. Abandonment of Pipelines. Upon Grantee's abandonment of the Pipelines, Grantee shall have a period of one year or such longer period as the parties may agree to in writing, in which to remove the Pipelines and all equipment appurtenant to the Pipelines. If the Pipelines and related equipment are not removed within this time, title to them shall automatically transfer to Grantor.

4. Fences, Gates, and Cattle Guards. If Grantee is required to cut or otherwise disturb any of Grantor's fences in Grantee's operations on the Preferred Groundwater Development Area, prior to cutting any fences, Grantee shall H-frame the fence on either side of the proposed cut. If Grantee elects to maintain an opening in any of Grantor's fences in Grantee's operations on the Preferred Development Area, Grantee shall, at Grantee's sole expense, install in the opening a good and substantial metal gate capable of turning livestock. For an opening in any interior fence, Grantee shall have the option, at Grantee's sole expense, to install a cattle guard sufficient to handle normal ranch traffic at the opening (not smaller than 6 feet by 15 feet), instead of a gate, provided that Grantee maintains the cattle guard (including, without limitation, the removal of trash, brush, and silt deposits). Adjacent to every cattle guard placed on the Preferred Development Area by Grantee there will be installed by Grantee, at Grantee's sole expense, at Grantor's option, a swinging (or hinged) metal gate with pipe corners through which livestock may be moved. All fence repair shall be substantially similar to the construction of existing fences on the Preferred Development Area, except that pipe corners shall always be used. Fence corners and gate supports shall be set in concrete in a good and worker like manner. All gates and cattle guards installed on the Preferred Development Area shall be considered permanent improvements and shall remain as permanent fixtures. Any new fencing shall be constructed using steel posts set no farther apart than twelve feet.

5. Gate Protocols. All gates on the Preferred Groundwater Development Area shall remain "as is" and unaffected by ingress and egress; that is, if interior or exterior gates are found open, they shall be left open after passage, and if interior or exterior gates are found closed, they shall

be closed after passage. If Grantee is unable to reasonably comply with this requirement and see to it that its agents, servants, employees, and independent contractors keep gates open or closed as found by those using the gates, Grantor shall have the right to require any or all of the following measures: (a)prior notice before entry, (b) the installation and maintenance of cattle guards with gates or pole barriers adequate to handle anticipated truck traffic at all fence crossings utilized by Grantee, whether or not these crossings existed prior to the date of the Contract, (c) any other measure that insures compliance with the gate requirements of access.

6. General Operations. Grantee shall observe the following rules in its operations on the Preferred Groundwater Development Area. In the event of a conflict in this paragraph and Exhibit B, Exhibit B controls.

a. Clean Up. After installation of each of the Facilities has been completed, Grantee shall clean up the area around that one installation and remove all debris.

b. Maintenance. Grantee shall at all times maintain the Facilities in accordance with Applicable Law. Grantee shall promptly rebury all parts of the Pipelines that become exposed by erosion after discovery by Grantee or notice to Grantee unless such condition was clearly caused by a person or entity other than Grantee. Grantee shall promptly correct any erosion problem in the area of the Pipelines caused by such Pipelines or Grantee's activities after discovery by Grantee or notice to Grantee. Grantee will keep and maintain, or cause to be kept and maintained, all Facilities in a good state of appearance and repair (except for reasonable wear and tear) at Grantee's expense. If any Facility is damaged or destroyed by fire or any other casualty, regardless of the extent of the damage or destruction, Grantee shall repair, reconstruct, replace, or remove any damaged or destroyed Facility.

c. Treatment of Spills. All spills of Hazardous Substances on the Preferred Groundwater Development Area by either party shall be immediately remediated in accordance with Applicable Law by the party responsible for the spill.

d. No Cutting of Trees. Grantee shall avoid cutting, damaging, or destroying trees, unless Grantee determines it is reasonably necessary to do so.

e. Removal of Unused Equipment. Upon completion of any stage of any operation on the Preferred Groundwater Development Area, Grantee shall collect, carry off, and remove all trash, junk, unused or unusable equipment, containers, or fixtures, and any other personalty not necessary for the Facilities. After final completion of construction, repair, maintenance removal or replacement activities, Grantee shall not store any equipment on the Preferred Groundwater Development Area that is not currently in use or which Grantee does not intend to use within the following six month period. If Grantor determines that Grantee is storing equipment (including, without limitation, pipe and general junk) on the Preferred Groundwater Development Area in violation of this Section 6 e, Grantor shall give Grantee thirty days written notice of the violation. If within 30 days after its actual receipt of such notice, Grantee disputes that the equipment is being stored in violation of this provision, the parties shall have the rights and obligations set out in Section 9 a. Any equipment that remains on the Preferred Groundwater Development Area for a period in excess of thirty days after the notice to Grantee and which is not disputed by Grantee as described above in this Section 6 e, at Grantor's option, (i) will

automatically become the property of Grantor; or (ii) Grantor may have it removed and Grantor may charge Grantee for the actual reasonable cost of removal.

f. Trash. Grantee shall provide on the Preferred Groundwater Development Area trash containers capable of holding (without blowing out) all trash produced by Grantee's operations on the Preferred Groundwater Development Area. Trash shall never be buried on the Preferred Groundwater Development Area but shall be removed from the Preferred Groundwater Development Area. Old fence posts and wire removed or replaced shall be disposed of off the Preferred Groundwater Development Area. Grantee shall instruct all employees and subcontractors to place their trash into these containers and not to litter the Preferred Groundwater Development Area at any time.

g. [intentionally blank]

h. Lights. Grantee shall not place any strobe lights, beacon lights, or other continuously lighted night lights on the Preferred Groundwater Development Area consistent with the requirements of Exhibit B.

i. No Pollution. Grantee shall, at all times, use reasonable efforts to perform its work in such a manner as to (i) not pollute the streams, creeks, and underground water located on the Preferred Groundwater Development Area and (ii) substantially minimize the possibility of polluting the air, land, or bodies of water. Grantor shall, at all times while Grantor owns the Preferred Groundwater Development Area, use reasonable efforts to use (and to cause Grantor's tenants, licensees, agents, and invitees to use) the Preferred Groundwater Development Area in such a manner as to (i) not pollute the streams, creeks, and underground water located on the Preferred Groundwater Development Area and (ii) substantially minimize the possibility of polluting the air, land, or bodies of water.

j. Employee Conduct. Grantee shall impose upon its agents, servants, invitees, and employees and on the agents, servants, invitees, and employees of its contractors, (i) safe speed limits on the Preferred Groundwater Development Area, never to exceed 20 miles per hour, (ii) prohibitions against hunting or fishing, (iii) prohibitions against the possession or discharge of firearms of any kind, and (iv) prohibitions against any other use of the Preferred Groundwater Development Area for recreational purposes. No alcohol shall ever be possessed or consumed on the Preferred Groundwater Development Area. Grantee shall be responsible for assuring compliance by its agents, servants, invitees, and employees and the agents, servants, invitees, and employees of its contractors with all of the terms and conditions stated in this Exhibit "A."

k. Mud Holes. Grantee shall use reasonable efforts to repair, as soon as possible, all mud holes that develop on roads on the Preferred Groundwater Development Area (unless such condition was clearly caused by a person or entity other than Grantee) so that persons using the roads do not drive around the mud holes, thus creating new roads. Grantee shall also instruct its agents, servants, invitees, and employees to avoid driving around these mud holes. If a mud hole is not repaired within 30 days after written notice to Grantee of the existence of the mud hole, weather permitting, (and unless such condition was clearly caused by a person or entity other than Grantee), Grantor may have the mud hole repaired and Grantee shall reimburse Grantor the actual cost

of repairs, which amount, plus $500.00 per occurrence, shall be paid by Grantee to Grantor within 30 days.

l. No Liens. The Preferred Groundwater Development Area must at all times be kept free of mechanics' and materialmen's liens for labor, services, supplies, equipment, or materials purchased by Grantee.

m. Compliance with Applicable Law. In their respective operations on the Preferred Groundwater Development Area, Grantee and Grantor shall take all necessary precautions and measures at all times to ensure compliance with all Applicable Laws and each shall ensure that its employees, agents, invitees, and contractors also comply.

n. Payment of Taxes by Grantee and Grantor. Grantee shall timely pay to the appropriate taxing authority all rollback taxes and other increases in ad valorem real property taxes that are due because of a change in classification of any portion of the Preferred Groundwater Development Area from its existing classification, when the rollback tax assessment or increases are caused solely by activities of Grantee after the Effective Date. Grantor shall be liable for the payment of all rollback taxes that are assessed against the Preferred Groundwater Development Area due to a change in ownership of the Preferred Groundwater Development Area or a change in use of the Preferred Groundwater Development Area by Grantor, its successors or assigns (other than Grantee or Grantee's successors and assigns). Grantee will timely pay to the appropriate taxing authority any ad valorem real property taxes or personal property taxes (and other charges levied on or assessed) against the Grantee's easement estate or against Grantee's equipment or fixtures placed on the Preferred Groundwater Development Area by Grantee. Grantee will timely pay all these taxes, charges, and assessments due by Grantee directly to the public officer charged with their collection, and Grantee will, to the extent permitted by applicable law, indemnify the Grantor and hold the Grantor harmless from all of these taxes, charges, and assessments. Grantee may, in good faith, at its own expense (in its own name or in that of the Grantor, or both, as Grantee may determine appropriate), contest any of these taxes, charges, and assessments and must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due. Grantor shall timely pay all taxes owed against the Preferred Groundwater Development Area except for any taxes which are Grantee's obligation as stated herein. In the event Grantor fails to do so, Grantee may, but shall not be obligated to, pay such taxes and shall be subrogated to all rights of the taxing authority in connection with the taxes so paid and shall, in addition, have the right to offset the amounts owed to Grantor in connection with the damages under Section 8 of this Exhibit "A" by the amounts so paid by Grantee.

7. Surface Restoration. Within 90 days after installation of each of the Facilities has been completed, and within 90 days after any additional disturbance of the surface of the Preferred Groundwater Development Area by Grantee or within the time period otherwise indicated below, Grantee shall restore the surface of the Preferred Groundwater Development Area in accordance with the following terms:

a. Removal of Materials. If requested by Grantor and unless otherwise agreed by the Grantor and Grantee, Grantee shall remove and dispose of (off the Preferred Groundwater

Development Area) excess construction material used for roads on the Preferred Groundwater Development Area.

b. Re-Vegetation. All areas of the Preferred Groundwater Development Area disturbed by Grantee shall be re-vegetated with a sufficient quantity of native grass to assure substantial grass conformity with the surrounding vegetation. This re-vegetation shall be accomplished at a time of the year most likely to achieve successful coverage and growth of the replacement vegetation. If successful re-vegetation is not accomplished on the first attempt, due to conditions other than disturbance of the area through Grantor's use, Grantee shall repeat this to the extent reasonably determined by Grantee to be required to restore the Preferred Groundwater Development Area as nearly as possible to its condition prior to disturbance by the Grantee.

c. Repair of Area. As to the area of land under which a Pipeline is placed, or upon which machinery is used, regardless of whether Pipelines ditches are dug in the area, hardpan of packed lands shall be broken up, and terraces or roads shall be reconstructed and restored.

d. In the event of a conflict in this paragraph and Exhibit B, Exhibit B controls.

8. Damages. The Purchase Price for the Groundwater Rights under the Contract includes a non-exclusive blanket easement for the installation, maintenance and operation of wells, pipelines, roads, power lines, Sanitary Control Easements, and Facilities necessary to develop and use the Groundwater and Grantee's water system. Notwithstanding, reasonable compensation shall be paid by Grantee for damages to personal property in the development or use of the Groundwater Rights the Preferred Groundwater Development Area, including the drilling of test holes and installation of monitor wells, production wells, roads, power lines, and pipelines, including both collection lines and lines transporting water from groups of wells on this or adjoining properties to central points.

9. Miscellaneous. The following provisions shall also be a part of this Easement Agreement:

a. Dispute Resolution. In the event a dispute arises between the Parties with regard to the Groundwater or the Preferred Groundwater Development Area, or the rights or obligations of the parties as set forth in the Easement Agreement, the aggrieved party shall provide written notice of its complaint or claim to the other party, with sufficient specificity to enable the recipient to determine the cause and nature of the complaint. Upon receipt of such notice, the receiving party will have a reasonable period of time, not to exceed 30 days, in which to respond in writing to the other party. If the Parties are not able to resolve the issues to their mutual satisfaction through negotiation within 30 days after the commencement of negotiations, or within such longer period of time as the parties may agree upon, then the parties agree to mediate the matter in good faith prior to instituting a suit for damages.

b. Injury or Damage to Grantee's Property. Grantor shall be liable for, and shall promptly compensate Grantee for, any damage to or destruction of Grantee's property caused by Grantor, its employees, officers, agents, invitees, representatives, or anyone with whom Grantor contracts.

c. Indemnity. Grantee shall indemnify, defend, and hold Grantor harmless, to the extent permitted by Applicable Law, from and against any and all claims, liabilities, losses, costs, and expenses (including, without limitation, court costs, investigation fees, reasonable attorneys' fees, and related expenses) of any nature which may be asserted against or incurred by Grantor arising out of or in any manner occasioned by the negligent acts or omissions of Grantee, its employees, invitees, agents, representatives or persons with whom it contracts for:

i. Damage to or loss of property owned or used by the Grantee or the Grantee's agents, contractors, subcontractors, employees, invitees, licensees, or any other person or entity whose presence on the Preferred Groundwater Development Area is related directly or indirectly to Grantee's presence on the Preferred Groundwater Development Area; and/or

ii. Injury to or death of any of the Grantee's agents, contractors, subcontractors, employees, invitees, licensees, or any other person whose presence on the Preferred Groundwater Development Area is related directly or indirectly to Grantee's presence on the Preferred Groundwater Development Area.

Grantee's indemnity under this paragraph 9.c shall not extend to any claims, liabilities, losses, costs, or expenses arising out of the negligence or willful or reckless act of Grantor, its agents, representatives, employees, invitees, or anyone with whom it contracts.

d. Covenant Regarding Hazardous Substances and Indemnity by Grantee. Grantee shall not violate any environmental law relating to the Preferred Groundwater Development Area. Grantee shall, at Grantee's sole cost and expense, remove or take remedial action with regard to any hazardous materials brought onto the Preferred Groundwater Development Area by Grantee or its employees, agents, or contractors for which any removal or remedial action is required pursuant to any Applicable Law; Grantee shall take reasonable steps to conduct such removal or remedial action in a manner that minimizes any impact on the Grantor's activities conducted at the Preferred Groundwater Development Area. The Grantor shall cooperate with Grantee with regard to any scheduling or access to the Preferred Groundwater Development Area in connection with any action required under this Section 9.d. If Grantee fails or refuses to take promptly any action required under this Section 9.d after the Grantor's request, the Grantor may, but shall have no obligation to, perform or arrange for the performance of such action and Grantee shall, promptly upon demand therefor, reimburse the Grantor for all costs. If Grantee disputes its obligations or liability, the parties shall have the right to resolve the dispute as provided in Section 9 a.

e. Title. Upon Grantee's abandonment of any water well drilled on the Preferred Groundwater Development Area or any easement granted on the Real Property for the production or transportation of water, the Grantee shall execute and deliver to the Grantor all documents reasonably necessary to indicate that the well or easement has been abandoned and that title to the abandoned well and easement and all electric power lines and poles (and appurtenances) serving the abandoned well has reverted to Grantor.

f. Electricity Use. Grantee plans to construct or have constructed electric power lines on the Preferred Groundwater Development Area to provide electric power and energy to

Facilities placed on the Preferred Groundwater Development Area by Grantee. If allowed by law and if permitted by Grantee's electricity supplier, Grantee shall allow Grantor, at Grantor's sole cost and risk, the opportunity to use electricity from these lines. Grantor must pay all costs for connecting to these lines. Grantor shall provide sub-meters to measure the amount of electricity used by Grantor. Grantor shall pay Grantee for Grantee's cost of this electricity on a monthly basis. Monthly, Grantor shall read these meters, report to Grantee the amount of electricity consumed by Grantor, and pay Grantee for this electricity at the rates provided by Grantee to Grantor (rates indicating Grantee's actual cost).

g. Releases. Grantor and Grantee acknowledge that it may be necessary, in the future, for Grantor to obtain from Grantee partial releases of portions of the Easement or the Sanitary Control Easements so that Grantor may freely use, enjoy, convey free of encumbrance, and/or obtain financing on portions of the Preferred Groundwater Development Area or improvements located or to be located on the Preferred Groundwater Development Area. If Grantor determines that such a partial release is necessary or desirable, Grantor may request such partial release. Such release by Grantee shall not be unreasonably withheld, delayed, or conditioned.

h. Nothing herein shall be construed as imposing any obligation or requirement on Grantee under the FINAL ENVIRONMENTAL ASSESSMENT and HABITAT CONSERVATION PLAN for ISSUANCE of an ENDANGERED SPECIES SECTION 10(a)(1)(B) PERMIT for INCIDENTAL TAKE of the HOUSTON TOAD (*Bufo houstonensis)* during CONSTRUCTION and OPERATION of a HIGH ADVENTURE BOY SCOUT CAMP on GRIFFITH LEAGUE RANCH in BASTROP COUNTY, TEXAS dated November 5, 2003 (the "Boy Scout HCP"), or the related Fish and Wildlife Permit TE065406-0 (the "Boy Scout FWS Permit"). Grantee's activities on the Preferred Groundwater Development Area must be conducted in accordance with the requirements set out in "Exhibit B" attached hereto and incorporated herein.

i. Grantor shall cooperate with Grantee in Grantee's efforts to obtain utilities, including granting an easement to the utility provider at no additional cost to Grantee, if necessary.

EXHIBIT "B"

Restrictions on LCRA Ranch Operations Consistent with BSA/CAC HCP

In developing the Habitat Conservation Plan (HCP) for the Griffith League Scout Ranch (the "Griffith League Ranch"), Scout planners and the U.S. Fish & Wildlife Service (Service) were mindful of potential adverse impacts on the endangered Houston toad. They were also cognizant of the Scouts' legal obligations under the Endangered Species Act and their responsibilities as leaders in conservation and youth education. The Plan embodies serious and sincere efforts to mitigate and minimize impacts on the Houston toad. To support the mitigation and minimization efforts of the BSA/CAC required by the HCP, LCRA shall do the following:

1. Provide for the instruction of all staff and contractors on Service specified procedures to follow, should any living, trapped, injured, dead, or diseased Houston toads be found or encountered on Griffith League Ranch.

2. Restrict uses and activities within 100 feet of maximum pool height of a documented, known, and active Houston toad breeding pond except for areas for which the development and use has been previously mitigated through preservation by conservation easement of other land on Griffith League Ranch. Adhere to BSA/CAC restrictions on the size of groups allowed near known breeding ponds and restrictions on the time of day and the time of year in which such activities can take place. Restrictions and limitations will be in effect during the Houston toad's breeding/dispersal season, which shall be determined annually with the Service's concurrence for each breeding site based on survey results and expert opinion.

3. Spillage and overflow from water storage and transmission shall be avoided to prevent attracting Houston toads.

4. Require inspection of any imported soils, or the source of such soils, fill materials, and nursery stock for the non-native imported fire ant and its eggs and, should the pest be detected, treatment of these materials using methods selected based upon input from experts including the Service.

5. Impose restrictions on construction of improvements including:

    a. Construction activities within 100 feet of maximum pool height of known breeding ponds shall only be scheduled during the Houston toad non-breeding/dispersal season.

    b. Because trenches, pits, and holes could trap or injure individual toads, all open construction trenches and excavations shall be covered overnight or suitable barriers erected to prevent entry by the Houston toad at all construction sites, including utilities, on a year-round basis.

c. Construction sites shall be inspected for the presence of Houston toads prior to beginning each workday and prior to backfilling open pits or trenches.

d. Instruction shall be provided for contractors on proper procedures to be followed should any living, trapped, injured, dead or diseased Houston toads be found or encountered on Griffith League Ranch. LCRA shall advise contractors and staff engaged in construction and maintenance projects on Griffith League Ranch about the requirements of the Utility FWS Permit (as that term is defined in the Contract) and this Exhibit B regarding such activities and the measures to be implemented to avoid or minimize take of the Houston toad.

e. All construction areas shall be demarcated on site so that soil and vegetation disturbances are confined to construction areas only. As necessary to control soil erosion, exposed soils in disturbed sites shall be revegetated with native plants or stabilized when construction is finished.

f. Best management practices shall be implemented to prevent soil erosion during construction phases and to prevent runoff and sedimentation from contaminating nearby ponds, creeks, or breeding sites.

g. Only materials resistant to termite damage, such as pretreated lumber, stone, or concrete, shall be utilized for construction of foundation members in order to minimize any future need for application of potentially harmful pesticides.

h. Only those plants native to the Lost Pines will be used for landscaping, restoration, and revegetation.

6. Require that access to breeding sites be supervised during the Houston toad's breeding/dispersal season and require that programs, uses, and activities relating to such access be designed to prevent adverse impacts on the Houston toad.

7. Require that contingency plans for managing spills and possible pollutants that might threaten breeding ponds be prepared. In the event of a hazardous material spill, the response plan will be activated to prevent serious impact on the Houston toad habitat.

8. Impose restrictions on traffic beyond the main road of the Griffith League Ranch as follows:

a. Adhere to restricted speed limits.

b. While nighttime driving is not a normal activity on the ranch, restrict nighttime driving to LCRA and LCRA contractor vehicles ("authorized vehicles") for purposes of emergency or maintenance.

c. Restrict daytime access beyond the main road of Griffith League Ranch to authorized vehicles for Easement Purposes (as the term is defined in the Infrastructure Easement Agreement attached as Exhibit E to the Contract of Sale).

9. Install noise insulation to limit noise from the ground storage and pump station and well pump units to a level of no more than 55 decibels measured at 600 feet from any pump, motor or other source of noise at each such facility and to limit the sound frequency range so that the frequency is below 1100 Hz or above 2900 Hz.

10. Exterior lighting at facilities shall be limited to periods of necessary nighttime maintenance.

EXHIBIT "C"

Permitted Exceptions

1. The following restrictive covenants of record itemized below:

   Those recorded in Volume 1038, Page 828, Official Records, Bastrop County, Texas.

2. Any portion of subject property lying within the boundaries of a dedicated or undedicated public or private roadway.

3. Mineral and/or royalty interest in and to all coal, lignite, oil, gas, and other minerals, together with all rights incident thereto, recorded in Volume 128, Page 21, Deed Records, Bastrop County, Texas by United States of America to T. Griffith, dated: 2/23/1950 (4134 acres).

4. Mineral and/or royalty interest in and to all coal, lignite, oil, gas, and other minerals, together with all rights incident thereto, recorded in Volume 127, Page 532, Deed Records, Bastrop County, Texas, by United States of America to Ella Fleming, dated: 2/20/1950 (50.5 acres).

5. Mineral and/or royalty interest in and to all coal, lignite, oil, gas, and other minerals, together with all rights Incident thereto, recorded in Volume 128, Page 7, Deed Records, Bastrop County, Texas by United States of America to T. Griffith dated 2/23/1950 (200 acres).

6. Mineral and/or royalty interest in and to all coal, lignite, oil, gas, and other minerals, together with all rights incident thereto, recorded in Volume 1038, Page 124, Official Records, Bastrop County, Texas. (4797 acres and 50.5 acres).

7. Mineral and/or royalty interest in and to all coal, lignite, oil, gas, and other minerals, together with all rights incident thereto, recorded in Volume 1038, Page 828, Official Records, Bastrop County, Texas. (4797 acres and 50.5 acres).

Superseded by Doc# 201500468 correction document

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Rose Pietsch
1/9/2015 2:28 PM
FEE: $112.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
AGREE 201500298

STATE OF TEXAS §
§
BASTROP COUNTY §

INFRASTRUCTURE EASEMENT AGREEMENT

Effective Date: December 9, 2015

Grantor: Capitol Area Council, Inc. Boy Scouts of America

Grantor's Mailing Address: 12500 North IH 35, Austin, TX 78753

Grantee: Lower Colorado River Authority

Grantee's Mailing Address: 3700 Lake Austin Boulevard, Austin, TX 78703

Consideration: Ten and No/100 Dollars ($10.00) and other good and valuable consideration.

03-01247-33524-GP/ag

Real Property from which groundwater will be obtained:

Those two certain tracts of land situated in Bastrop County, Texas, described as follows:

(i) All that certain tract of land containing approximately 4,797 acres of land, more or less, in Bastrop County, Texas, out of the Jacob Large League and Labor; and being that same real property described by metes and bounds in instrument filed of record in Volume 134, Page 402 of the Real Property Records of Bastrop County, Texas, which description by this reference is incorporated herein for all purposes; AND

(ii) All that certain tract of land comprising approximately 50.5 acres of land, more or less, a part of the James P. Wallace Survey in Bastrop County, Texas, more particularly described in deed recorded in Volume 129, Page 51 of the Deed Records of Bastrop County, Texas, which description by this reference is incorporated herein for all purposes.

Groundwater:

All of the underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the earth now or in the future located in, on, or under the Real Property, excluding underflow or flow in a defined subterranean channel or underground stream or river, and excluding any water located above the Simsboro Sands of the Carrizo-Wilcox Aquifer.

Groundwater Rights:

All of the Groundwater now or in the future located in, on or under the Real Property, excepting and excluding the Reserved Groundwater (as hereinafter defined), together with all associated rights related to the Groundwater, including, but not limited to, the right to capture, explore for, drill for, pump, develop, withdraw, produce, transport and/or otherwise beneficially use such Groundwater, and the non-exclusive right to use the Preferred Groundwater Development Area (defined below), in accordance with this Agreement and as is reasonably necessary for the exercise of such associated rights, including the right of ingress and egress, and all permits, licenses, or other governmental authorizations relating to any of the foregoing, including rights under any permit issued by any groundwater conservation district having jurisdiction over the groundwater (the District), but not including any permit associated with Aqua WSC Test Well.

Easement:

A non-exclusive blanket easement and right-of-way on, over, in, under, along, across and through the Real Property, LESS AND EXCEPT the four five-acre tracts described as Tracts 1 - 4 in that certain Conservation Easement recorded in Vol. 1818, Page 513 of the Official Public Records of Bastrop County, Texas, (the Real Property less and except the above-referenced four five-acre tracts is herein referred to as the "Preferred Groundwater Development Area") for the purposes of installing, constructing, inspecting, operating, maintaining, repairing, removing and replacing pipelines, electric and communication lines and conduits, communication towers, pumps, monitor wells, water wells, well sites, water storage tanks, water treatment facilities, pump station facilities, buildings, machinery, equipment, personal property, roads, gates, bridges, culverts, erosion control structures, and all other necessary and desirable appurtenances, facilities, and structures related thereto (collectively, the "Facilities") as may be reasonably necessary in connection with the exploration, monitoring, testing, drilling, extraction, capturing, collection, development, pumping, treatment, withdrawal, production, transportation, storage, beneficial use and other utilization of Groundwater on and from the Real Property, together with the non-exclusive right of ingress and egress over, upon, and across the Preferred Groundwater Development Area to engage in such activities as may be reasonably necessary, requisite, convenient or appropriate in connection with the foregoing. Grantor will cooperate with Grantee in its efforts to obtain utilities, including granting a separate easement to a utility provider, if required. Except as it may be altered in accordance with the terms of this Agreement, the Easement shall be perpetual and assignable in whole and in part. Grantor acknowledges and agrees that Grantee's payment of the Purchase Price (as set out in the Contract) on the Effective Date shall constitute full payment for the Easement (and the Sanitary Control Easements), except that Grantor shall be entitled to receive compensation for actual physical damage to personal property caused by Grantee or Grantee's representatives or contractors in the installation or maintenance of Grantee's infrastructure under this Infrastructure Easement and the Sanitary Control Easements in accordance with the provisions of Exhibit A attached hereto and made a part hereof.

Sanitary Control Easements:

Sanitary control easements for public water wells developed on the Preferred Groundwater Development Area (the "Sanitary Control Easements"). The location of the sanitary control easement for each well will be established at the time the well is drilled by the location of the well and by the application of the requirements of Title 30, Texas Administrative Code, Section 290.47, Appendix C, as the same may be amended from time to time or by any successor or other applicable Federal, state or local law for the protection of public or drinking water in effect at the time each such well is drilled. Grantee shall be entitled to document the location of the sanitary control easement around each well at the time it is drilled or at the time Grantor and Grantee agree to the location of such well, and at any time thereafter, by written instrument recorded in the Real Property Records of Bastrop County, and Grantor shall cooperate with Grantee in executing any easement or other documentation requested by Grantee to evidence or effectuate the rights hereby granted and to designate the location and dimensions of the sanitary control easement around each well. Grantee shall erect at Grantee's sole cost and expense all fences and improvements required around the Sanitary Control Easements, if any.

Easement Purposes:

Any and all uses of the Preferred Groundwater Development Area by Grantee, its successors and assigns which are permitted or authorized by the terms of this Infrastructure Easement Agreement.

Consideration:

Payment of the Purchase Price under the Contract and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to those Permitted Exceptions described on Exhibit "C" attached hereto and made a part hereof, to the extent they are valid, in effect, and affect the Preferred Groundwater Development Area.

Contract Terms:

This Infrastructure Easement Agreement (also sometimes referred to herein and in the exhibits attached hereto as the "Easement Agreement" or "Agreement") is made and accepted pursuant to and in accordance with the terms of that certain Contract of Sale (Groundwater Rights) between Grantor and Grantee dated effective November 21, , 2014 ("Contract Effective Date"), as amended ("Contract"). The representations and warranties of Grantor, as Seller under the Contract, are incorporated herein.

Concurrently with the execution and delivery of this Infrastructure Easement Agreement, Grantor has conveyed the Groundwater Rights to Grantee pursuant to that certain Water Rights General Warranty Deed of even date herewith, recorded in the Real Property Records of Bastrop

County, Texas (Deed). This Infrastructure Easement Agreement is executed in connection with the conveyance of the Groundwater Rights by Grantor to Grantee under that Deed.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, hereby grants, sells, and conveys the Easement to Grantee and Grantee's successors and assigns over, under, on, along, through and across the Preferred Groundwater Development Area, together with the right of ingress and egress at all times over, upon and across the Preferred Groundwater Development Area for the Easement Purposes. To have and to hold the Infrastructure Easement, together with all and singular the rights and appurtenances thereto in any way belonging, unto Grantee and Grantee's successors, assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend all and singular the Infrastructure Easement to Grantee and Grantee's successors, assigns and the parties with whom it contracts against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

Additional Terms and Conditions:

The following terms and conditions shall apply to the Easement:

1. Character of Easement. The Infrastructure Easement is for the benefit of Grantee and Grantee's successors and assigns who at any time have an interest in all or any portion of the Groundwater Rights. The Infrastructure Easement is non-exclusive. Any provision in this Agreement to the contrary notwithstanding, once Grantee has constructed or installed a Facility within the Preferred Groundwater Development Area, and/or once Grantor and Grantee have agreed to the location of any of Grantee's Facilities on the Preferred Groundwater Development Area in writing, Grantor shall not, without Grantee's prior written consent, convey an easement within the Preferred Groundwater Development Area, if such easement is located on or over Grantee's Facility or the agreed-upon location of any such Facility, or sufficiently close thereto as to materially adversely affect Grantee's ability to use such area for an Easement Purpose, or if the location of the easement, relative to Grantee's Facility or agreed-upon location would unreasonably increase the cost to Grantee of access to or use of its Facilities or proposed Facilities for the Easement Purposes. Similarly, once Grantee has installed a Facility or Grantor and Grantee have agreed to the location of any of Grantee's Facilities within the Preferred Groundwater Development Area in writing, Grantor shall not, without Grantee's prior written consent, grant any right within the Preferred Groundwater Development Area which would unreasonably interfere with Grantee's use of or access to such Facility or proposed Facilities for Easement Purposes, or unreasonably increase the cost to Grantee of such use or access. Any easement or conveyance of rights granted by Grantor to a third party must be granted expressly subject to the Easement granted herein and the terms of this Agreement.

2. Duration of Easement. The duration of this Easement is perpetual and irrevocable.

3. Reservation of Rights. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Preferred Groundwater Development Area in conjunction with Grantee (i) in accordance with the terms

and provisions of this Infrastructure Easement Agreement; and (ii) for any purpose not expressly described in this Infrastructure Easement Agreement and that does not unreasonably interfere with or interrupt the use or enjoyment of the Preferred Groundwater Development Area by Grantee for Easement Purposes, or endanger any of Grantee's property located on the Preferred Groundwater Development Area; and (iii) so long as any such use by Grantor does not jeopardize Grantee's ability to meet any requirement under the Utility HCP or the Utility FWS Permit (as those terms are defined in the Contract). Any provision in this Easement Agreement to the contrary notwithstanding, once Grantee has constructed or installed any Facility within the Preferred Groundwater Development Area , and/or once Grantor and Grantee have agreed to the location of any of Grantee's Facilities on the Preferred Groundwater Development Area in writing, Grantor may not, without the prior written consent of Grantee, construct or install an improvement on the Preferred Groundwater Development Area (temporary or permanent), or permit or suffer anyone else to do so, if such improvement is located on or over Grantee's Facility or agreed upon location of such Facility, or sufficiently close thereto as to materially adversely affect Grantee's ability to use such area for Easement Purposes, or if the location of Grantor's improvements relative to Grantee's Facility or agreed-upon location, would unreasonably increase the cost to Grantee of access to or use of such Facility. The right of the Grantor, its successors and assigns to use the Preferred Groundwater Development Area, is further limited by the terms and conditions of the Deed from Grantor to Grantee (as defined above), the terms of which are incorporated herein by reference.

4. Use of the Real Property. The use of the Real Property shall be subject to the following terms and limitations:

a. Grantee shall not construct any of the Facilities within 100 feet of maximum pool height of a documented, known, and active Houston toad breeding pond except for areas for which the development and use has been previously mitigated through preservation by conservation easement of other land on the Real Property.

b. Grantee shall not have any hunting or fishing rights on the Preferred Groundwater Development Area.

c. Grantee shall not have the right to excavate, extract, or mine any caliche or gravel from the Preferred Groundwater Development Area for building or road construction without a written agreement from Grantor.

d. Upon abandonment (the occurrence of such abandonment to be determined solely by Grantee) of any Facility or any easement granted on the Real Preferred Groundwater Development Area for the production or transportation of water, the Grantee shall execute and deliver to the Grantor all documents reasonably necessary to indicate that such Facilities or easements have been abandoned and that title to such abandoned Facilities and easements and, to the extent owned by Grantee, all communications lines, electric power lines, and poles (and appurtenances) serving the abandoned Facilities has reverted to the Grantor.

e. Any Facilities (excluding underground pipe and underground communications or power lines) that are abandoned (the occurrence of such abandonment to be determined solely by Grantee) will be removed and the site restored to its approximate original condition to the extent reasonably practicable within twelve months after the date of such abandonment unless otherwise agreed to in writing by Grantee and Grantor. Upon abandonment of a Facility by Grantee, Grantee shall remove and dispose of (off of the Real Property) all concrete foundations and other concrete structures associated with such abandoned Facilities, in the following manner. Concrete foundations and structures shall be removed so that they do not extend above the normal grade of the surrounding area. The remaining concrete shall be covered with at least 36 inches of topsoil and revegetated. The soil shall be gradually feathered out past the edge of the concrete.

f. After installation of all of the Facilities is complete, Grantee shall execute a written release from the easement all parts of the Preferred Groundwater Development Area not needed for the operation and maintenance of the Facilities, provided that access rights over the remainder property shall not be released. Contemporaneously with the written release, Grantee will replace the blanket easement with and Grantor will grant a specific easement showing the location of the completed Facilities. Any specific easement granted to Grantee from Grantor under this section shall be in the form agreeable to the parties.

If after the release from the easement additional easements for well sites or other infrastructure are needed by Grantee to develop any part of the Groundwater Rights, Grantor shall cooperate with and agrees to grant such easements to the extent such grant would not unreasonably interfere with Grantor's activities on the Real Property and so long as Grantee's use of such additional easements is consistent with the provisions of the Contract.

g Grantee shall bury all pipelines at least thirty-six (36) inches below the surface.

h. [intentionally blank]

i. Grantee will use existing roads on the Preferred Groundwater Development Area where feasible for ingress and egress.

j. Grantor shall not engage in, or permit, any use of the Real Property that would result in contamination of the Groundwater by Hazardous Substances, as defined in Exhibit "A."

k. In the exercise of the rights granted herein, Grantee shall comply with the terms and provisions set out in Exhibit "A" attached hereto and incorporated herein.

l. Grantor shall reimburse Grantee for one-half the cost of installing noise insulation required in paragraph 9 of the attached Exhibit B. Such reimbursement shall be made within 60 days after receipt of an invoice from Grantee.

5. Equitable Rights of Enforcement. This Infrastructure Easement Agreement and the Easement granted herein may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties to or those benefited by this Infrastructure Easement Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. Assignability and Binding Effect. The Infrastructure Easement and Grantee's rights under this Infrastructure Easement Agreement shall be assignable by Grantee, in whole or in part, at any time, from time to time. This Infrastructure Easement Agreement, and the terms, covenants, and conditions herein contained, shall be covenants running with the land and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Grantor and Grantee.

7. Modification and Termination. The Additional Terms and Provisions of this Infrastructure Easement Agreement may be modified or terminated by the written agreement of Grantor and Grantee, provided, however, that in the event Grantor sells or conveys any portion of the Preferred Groundwater Development Area, then this Infrastructure Easement Agreement may be modified or terminated as to a portion of the Preferred Groundwater Development Area by the owner of that portion of the Preferred Groundwater Development Area at the time of the modification or termination and the Grantee, without the requirement for the consent of any owners of surface rights on any other portion of the Preferred Groundwater Development Area. Such modification will only be binding upon and affect the rights between the Grantee and the owner of the surface rights on the portion of the Preferred Groundwater Development Area who enters into the modification or termination of this Infrastructure Easement Agreement with regard to that owner's property, and shall not affect the terms and provisions of this Easement Agreement as they apply to any other owner of surface rights not a party to the modification or termination or any other portion of the Preferred Groundwater Development Area not subject to the modification or termination.

8. Choice of Law. This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. To the greatest extent permitted by applicable law, the parties agree that venue for any action arising in connection with the Contract or this Easement Agreement shall be in the Courts of competent jurisdiction in Travis County and in the Federal Courts of the Western District of Texas, Austin Division.

9. Waiver of Default. It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any

remedies set forth in this agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

10. Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

11. Integration. This Easement Agreement, the Contract and the Deed contain the complete agreement of the parties and cannot be varied except by written agreement of the subject to the provisions of paragraph 7 hereof. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Easement Agreement.

12. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof. To the greatest extent possible, the unenforceable provisions shall be reformed to effectuate the intent of the parties in a manner consistent and compliant with applicable law. If such reformation is not possible, the unenforceable provision shall be deemed deleted, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

13. Notices. Any notice required or permitted under this Infrastructure Easement Agreement must be in writing. The mailing address set forth in this Easement Agreement will be the address for notice unless the address for notice is changed as hereinafter provided. Any notice required by this Easement Agreement will be deemed to be delivered (whether actually received or not) three days after it is deposited with the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice expressly stating the change in the address for notice, which is delivered as provided herein. The change of address will be effective 5 days after delivery.

14. Attorney's Fees. Any party who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof is additionally entitled to recover reasonable attorney's fees, expert fees, and all other litigation expenses.

15. Executed Counterparts. This Easement Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same

document. All counterparts will be construed together and will constitute one and the same instrument.

Executed to be effective as of the Effective Date.

GRANTOR:

CAPITOL AREA COUNCIL, INC.
BOY SCOUTS OF AMERICA

By: _____
Jon Yates, Scout Executive

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 9th day of January, 2015 by Jon Yates, Scout Executive, Capitol Area Council, Inc. Boy Scouts of America.

LEIGH A. WYATT
Notary Public, State of Texas
My Commission Expires
June 27, 2016

_____
Notary Public, State of Texas

GRANTEE:

LOWER COLORATO RIVER AUTHORITY

By: Karen Bondy
Karen Bondy, Sr. V.P., Water Resources

LCRA CW LEGAL

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 8th day of January, 2015 by Karen Bondy, Sr. V.P., Water Resources, of the Lower Colorado River Authority, a political subdivision of the State of Texas, on behalf of said Authority.

LORRIE A. HAYWOOD
Notary Public, State of Texas
My Commission Expires
January 25, 2018

Lorrie A. Haywood
Notary Public, State of Texas

After Recording Return to:

Christine Rothe
LCRA
3700 Lake Austin Blvd
Austin, TX 78703

EXHIBIT "A"

Additional Terms and Conditions

1. Defined Terms.

a. Abandon or Abandonment when used in the context of Grantee's Facilities or an easement right (and whether or not capitalized) means the affirmative, intentional act of Grantee, as evidenced by a written declaration by Grantee, to permanently cease operation and use of the identified Facility or Facilities. Mere non-use of a Facility or easement right by Grantee will not constitute abandonment.

b. Applicable Law means all laws, statutes, regulations, rules, treaties, ordinances, judgments, directives, permits, licenses, decrees, approvals, interpretations, injunctions, writs, orders, or other similar legal requirements of any Governmental Authority having competent jurisdiction which are applicable to the Grantor or the Grantee, respectively, or to the Real Property or to Grantor's or Grantee's operations on the Preferred Groundwater Development Area, that may be in effect from time to time.

c. Governmental Authority means, collectively, the United States of America and all other national, state, provincial, county, municipal, regional, environmental, or other governmental bodies, agencies, or authorities, or any instrumentality or agency of any of these entities, or any court, arbitrator, or other authority or body having jurisdiction.

d. Hazardous Substances shall include, but not be limited to, any substance which is or contains (i) any "hazardous substance" as now defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") (42 U.S.C. § 9601, et seq.) or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now defined in the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials (whether solid, liquid or gas) which are classified, defined or listed as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, regulated substances, toxic substances, or words of similar meaning or regulatory effect under the foregoing statutes or any other present federal, state, or local laws, statutes, ordinances, rules, regulations and the like, or the common law or any other applicable laws relating to the Preferred Groundwater Development Area. Hazardous Substances shall include, without limitation, any substance the presence of which on the Preferred Groundwater Development Area (A) requires reporting, investigation or remediation under the statutes cited above; or (B) causes or threatens to cause a nuisance on any portion of the Preferred Groundwater Development Area or adjacent property or poses or threatens to pose a hazard to the environment or the health or safety of persons on any portion of the Preferred Groundwater Development Area or adjacent property.

e. Pipelines mean collection and transmission pipelines for the transportation of water under the Preferred Groundwater Development Area.

f. TESS means the Texas Excavation Safety System administered by Texas Excavation Safety System, Inc.

2. Roads. Grantee's right of non-exclusive ingress and egress over and across the Preferred Groundwater Development Area is subject to the following terms and conditions:

a. Use of Established Entrances and Roads. Grantee shall use reasonable efforts to use only an established entrance to the Preferred Groundwater Development Areaand use only established roads on the Preferred Groundwater Development Area. If there are several alternative routes to Grantee's Facilities, Grantee shall confer with Grantor to select the route to and from these Facilities that will best serve the needs of the Parties. Grantee shall cooperate in the maintenance of existing roads to be used by Grantee on the Preferred Groundwater Development Area.

b. Location of New Roads. If necessary, Grantee may construct additional roads on the Preferred Groundwater Development Area to access Grantee's Facilities; however, Grantee shall use reasonable efforts to accommodate Grantor with regard to location of any additional roads as long as (i) Grantee's costs are not materially increased by such location and (ii) Grantee's access and proximity to its existing and planned Facilities is not materially adversely affected. Grantee shall use reasonable efforts to place roads at grades and elevations that avoid erosion and avoid unnecessary crushing of grass and growing crops.

c. Specifications for New Roads. Any new roads constructed by Grantee on the Preferred Groundwater Development Area shall be constructed according to the following specifications and in the event of a conflict in this paragraph and Exhibit B "Restrictions on LCRA Ranch Operations Consistent with BSA/CAC HCP, Exhibit B controls.

i. Widths. Grantee shall build all new roads approximately 15 feet wide, except roads to monitoring wells, if any, which shall be no more than 8 feet wide.

ii. Construction Specifications. Grantee shall construct all new roads with gravel and in a manner so that they are all-weather roads. Specifically, the road base will be constructed from native material graded from each side of the road so that a shallow ditch (bar ditch) will be formed on each side of the road. The native material thus graded to form the road bed will be of sufficient quantity to raise the road bed above the immediately surrounding terrain by approximately four inches. The center of the road bed will be raised (crowned) with respect to the edges so that rain falling on the road will immediately run off the road into one or both bar ditches. Grantee shall add (and maintain) a top course of crushed gravel that covers the entire length and width (to a compacted depth of 6 inches) of new roads constructed by Grantee and any existing roads on the Preferred Groundwater Development Area regularly used by Grantee, except that roads to monitoring wells, if any, shall either be covered with 4 inches of compacted caliche or maintained without gravel, as agreed by Grantor and Grantee.

iii. Erosion Prevention. New roads shall be aligned and graded to permit drainage by longitudinal and transverse drainage systems (both natural and artificial wherever needed or required) sufficiently to prevent serious impairment of the road by normal surface water. Drainage control shall be ensured through the use of drainage dips, out sloping, in sloping, natural rolling topography, ditch turnouts, or culverts. Spacing of dips, broad-based drainage dips, culverts, and turnout ditches will depend on cross slope, road grade, and soil type. Drainages will be constructed as necessary to prevent head cuts or other forms of accelerated erosion or damage on adjacent areas.

iv. Culverts and Water Flow. If a new road crosses ditches, gullies, or small arroyos, culverts shall be used where practicable to prevent cross flow of water and washing of road material. For flows crossing broad shallow washes where the construction of a culvert is not practical or desirable, the road may be dipped to allow the entire flow to cross the road in a broad flow to lessen cutting erosion. Where the road crosses large gullies and arroyos, or live water, the crossing shall be bottomed in concrete in the bottom and up each side to a sufficient elevation above high water flow to prevent undercutting the concrete. All culverts shall be placed in the natural flow line and channel whenever possible and culverts shall have a minimum of one foot of fill cover beneath the road surface.

d. Repair and Maintenance of Roads. Grantee must repair any damage done by Grantee (or Grantee's agents, invitees, employees, contractors, or subcontractors) to Grantor's existing roads and any new roads constructed by Grantee. Grantee shall blade all roads and add caliche when necessary to repair damage to the roads unless such damage was clearly caused by a person or entity other than Grantee. All roads shall be maintained in a condition that allows reasonable access, and with regard to existing roads, shall be maintained in at least the condition that existed prior to Grantee's use.

e. Ownership of Roads. Grantor is and shall remain the owner of all existing and new roads on the Preferred Groundwater Development Area, subject to Grantee's easement rights.

3. Pipelines. Pipelines on the Preferred Groundwater Development Area shall be subject to the following specifications and in the event of a conflict in this paragraph and Exhibit B, Exhibit B controls.

a. Location of Pipelines. Grantee shall use reasonable efforts to accommodate Grantor with regard to location of any Pipelines as long as (i) Grantee's costs are not materially increased by such location and (ii) Grantee's access and use of the Pipeline is not materially adversely affected. Grantee shall use reasonable efforts to minimize interference with Grantor's surface use. The Pipelines shall not be located under a road, except to pass under a road.

b. Prior Notification. At least thirty days prior to the beginning of any construction activity by Grantee on the Preferred Groundwater Development Area, Grantee shall provide the Grantor with a copy of all plans for the activity, including, without limitation, the construction of the Pipelines, fences, gates, and cattle guards. This provision shall not apply to Grantee's repair, maintenance or operation activities.

c. Depth of Pipelines. The Pipelines shall be buried at least thirty-six inches below existing grade on rangeland and cultivated land. These measurements are to be from the top of the Pipelines to the surface of the Preferred Groundwater Development Area, as it exists at the time the engineering plans for the Pipeline are prepared.

d. Width of Pipelines Area. During construction of Pipelines, Grantee shall have right to use that part of the Preferred Groundwater Development Area lying parallel to and twenty-five feet on either side of the center of the Pipelines. After construction is complete, Grantee shall have the right to use that part of the Preferred Groundwater Development Area lying parallel to and twenty-five feet on either side of the center of the Pipelines for maintenance and patrolling of the Pipelines.

e. Ditches. In digging ditches for the Pipelines, Grantee shall "double ditch." This means that Grantee will separate the lesser of (i) the available topsoil or (ii) eighteen inches of the topsoil from any underlying clay, caliche, or other subsoil and when refilling the ditch shall place these materials in the ditch as they were removed, with the topsoil on the top. Grantee will fill all ruts and holes and restore the grade as closely as reasonably possible to its original grade. Grantee shall leave no condition that would be likely to cause erosion. Grantee shall leave the Preferred Groundwater Development Area in substantially the same condition it was in prior to entry and construction by Grantee. The same rules shall apply each time Grantee reopens a ditch for repair, maintenance, removal, reinstallation, or any other purpose. Grantee will spread out all soils remaining after the restoration described above, except that Grantee shall dispose of such soils off-site at the request of Grantor.

f. Access by Grantor. During construction of the Pipelines, when a ditch is open or when pipe is placed along a ditch, upon the request of the Grantor, Grantee will provide crossovers for Grantor to access the Preferred Groundwater Development Area.

g. [intentionally blank]

h. Crossing Water. Where the Pipelines cross rivers, creeks, or other channels of water, Grantee shall construct the Pipelines so as not to interfere with the natural flow of these channels.

i. Removal of Obstructions. Grantee shall have the right to remove obstructions that may injure, endanger, or unreasonably interfere with Grantee's use of the Preferred Groundwater Development Area. However, Grantee shall not remove or alter any improvements located from time to time on the Preferred Groundwater Development Area other than fences and roads unless constructed over Grantee's Facilities, constructed at a proximity to Grantee's Facilities that unreasonably interferes with Grantee's access to or use of its Facilities or easement rights, or constructed in violation of the provisions of this Easement Agreement. Grantee shall have the right to trim, cut down, and clear away any brush now or later located on the Preferred Groundwater Development Area, provided that the brush is unreasonably interfering with Grantee's use of the surface of the Preferred Groundwater Development Area. Grantee shall exercise reasonable care in removing any brush from the Preferred Groundwater Development Area. Grantee shall lawfully dispose of all removed brush off of the Real Property.

j. Above Ground Appurtenances. Except as required by Applicable Law or as reasonably necessary to operate the Pipelines in a reasonably prudent manner, no above ground appurtenances relating to Pipelines shall be permitted. All appurtenances above ground shall be marked with a sign indicating their nature and location. Grantee shall use reasonable efforts to accommodate Grantor with regard to location of any above ground appurtenances as long as (i) Grantee's costs are not materially increased by such location and (ii) Grantee's access or use is not materially adversely affected. Notwithstanding anything herein to the contrary, Grantee shall be permitted to construct valves, concrete vaults, vents, and the like above ground.

k. Location of Facilities. Grantee shall use reasonable efforts to accommodate Grantor with regard to location of any Facilities as long as (i) Grantee's costs are not materially increased by such location and (ii) Grantee's access and use is not materially adversely affected. Grantee shall comply with all requirements of TESS as they may be changed from time to time. Grantor shall utilize TESS prior to any construction on the Preferred Groundwater Development Area. Grantee shall from time to time provide to Grantor upon Grantor's request, during Grantee's normal business hours, the opportunity to examine, at Grantee's offices, maps or surveys available to Grantee indicating the location of all Facilities, including, without limitation, all underground Pipelines.

l. Abandonment of Pipelines. Upon Grantee's abandonment of the Pipelines, Grantee shall have a period of one year or such longer period as the parties may agree to in writing, in which to remove the Pipelines and all equipment appurtenant to the Pipelines. If the Pipelines and related equipment are not removed within this time, title to them shall automatically transfer to Grantor.

4. Fences, Gates, and Cattle Guards. If Grantee is required to cut or otherwise disturb any of Grantor's fences in Grantee's operations on the Preferred Groundwater Development Area, prior to cutting any fences, Grantee shall H-frame the fence on either side of the proposed cut. If Grantee elects to maintain an opening in any of Grantor's fences in Grantee's operations on the Preferred Development Area, Grantee shall, at Grantee's sole expense, install in the opening a good and substantial metal gate capable of turning livestock. For an opening in any interior fence, Grantee shall have the option, at Grantee's sole expense, to install a cattle guard sufficient to handle normal ranch traffic at the opening (not smaller than 6 feet by 15 feet), instead of a gate, provided that Grantee maintains the cattle guard (including, without limitation, the removal of trash, brush, and silt deposits). Adjacent to every cattle guard placed on the Preferred Development Area by Grantee there will be installed by Grantee, at Grantee's sole expense, at Grantor's option, a swinging (or hinged) metal gate with pipe corners through which livestock may be moved. All fence repair shall be substantially similar to the construction of existing fences on the Preferred Development Area, except that pipe corners shall always be used. Fence corners and gate supports shall be set in concrete in a good and worker like manner. All gates and cattle guards installed on the Preferred Development Area shall be considered permanent improvements and shall remain as permanent fixtures. Any new fencing shall be constructed using steel posts set no farther apart than twelve feet.

5. Gate Protocols. All gates on the Preferred Groundwater Development Area shall remain "as is" and unaffected by ingress and egress; that is, if interior or exterior gates are found open, they shall be left open after passage, and if interior or exterior gates are found closed, they shall

be closed after passage. If Grantee is unable to reasonably comply with this requirement and see to it that its agents, servants, employees, and independent contractors keep gates open or closed as found by those using the gates, Grantor shall have the right to require any or all of the following measures: (a)prior notice before entry, (b) the installation and maintenance of cattle guards with gates or pole barriers adequate to handle anticipated truck traffic at all fence crossings utilized by Grantee, whether or not these crossings existed prior to the date of the Contract, (c) any other measure that insures compliance with the gate requirements of access.

6. General Operations. Grantee shall observe the following rules in its operations on the Preferred Groundwater Development Area. In the event of a conflict in this paragraph and Exhibit B, Exhibit B controls.

a. Clean Up. After installation of each of the Facilities has been completed, Grantee shall clean up the area around that one installation and remove all debris.

b. Maintenance. Grantee shall at all times maintain the Facilities in accordance with Applicable Law. Grantee shall promptly rebury all parts of the Pipelines that become exposed by erosion after discovery by Grantee or notice to Grantee unless such condition was clearly caused by a person or entity other than Grantee. Grantee shall promptly correct any erosion problem in the area of the Pipelines caused by such Pipelines or Grantee's activities after discovery by Grantee or notice to Grantee. Grantee will keep and maintain, or cause to be kept and maintained, all Facilities in a good state of appearance and repair (except for reasonable wear and tear) at Grantee's expense. If any Facility is damaged or destroyed by fire or any other casualty, regardless of the extent of the damage or destruction, Grantee shall repair, reconstruct, replace, or remove any damaged or destroyed Facility.

c. Treatment of Spills. All spills of Hazardous Substances on the Preferred Groundwater Development Area by either party shall be immediately remediated in accordance with Applicable Law by the party responsible for the spill.

d. No Cutting of Trees. Grantee shall avoid cutting, damaging, or destroying trees, unless Grantee determines it is reasonably necessary to do so.

e. Removal of Unused Equipment. Upon completion of any stage of any operation on the Preferred Groundwater Development Area, Grantee shall collect, carry off, and remove all trash, junk, unused or unusable equipment, containers, or fixtures, and any other personalty not necessary for the Facilities. After final completion of construction, repair, maintenance removal or replacement activities, Grantee shall not store any equipment on the Preferred Groundwater Development Area that is not currently in use or which Grantee does not intend to use within the following six month period. If Grantor determines that Grantee is storing equipment (including, without limitation, pipe and general junk) on the Preferred Groundwater Development Area in violation of this Section 6 e, Grantor shall give Grantee thirty days written notice of the violation. If within 30 days after its actual receipt of such notice, Grantee disputes that the equipment is being stored in violation of this provision, the parties shall have the rights and obligations set out in Section 9 a. Any equipment that remains on the Preferred Groundwater Development Area for a period in excess of thirty days after the notice to Grantee and which is not disputed by Grantee as described above in this Section 6 e, at Grantor's option, (i) will

automatically become the property of Grantor; or (ii) Grantor may have it removed and Grantor may charge Grantee for the actual reasonable cost of removal.

f. Trash. Grantee shall provide on the Preferred Groundwater Development Area trash containers capable of holding (without blowing out) all trash produced by Grantee's operations on the Preferred Groundwater Development Area. Trash shall never be buried on the Preferred Groundwater Development Area but shall be removed from the Preferred Groundwater Development Area. Old fence posts and wire removed or replaced shall be disposed of off the Preferred Groundwater Development Area. Grantee shall instruct all employees and subcontractors to place their trash into these containers and not to litter the Preferred Groundwater Development Area at any time.

g. [intentionally blank]

h. Lights. Grantee shall not place any strobe lights, beacon lights, or other continuously lighted night lights on the Preferred Groundwater Development Area consistent with the requirements of Exhibit B.

i. No Pollution. Grantee shall, at all times, use reasonable efforts to perform its work in such a manner as to (i) not pollute the streams, creeks, and underground water located on the Preferred Groundwater Development Area and (ii) substantially minimize the possibility of polluting the air, land, or bodies of water. Grantor shall, at all times while Grantor owns the Preferred Groundwater Development Area, use reasonable efforts to use (and to cause Grantor's tenants, licensees, agents, and invitees to use) the Preferred Groundwater Development Area in such a manner as to (i) not pollute the streams, creeks, and underground water located on the Preferred Groundwater Development Area and (ii) substantially minimize the possibility of polluting the air, land, or bodies of water.

j. Employee Conduct. Grantee shall impose upon its agents, servants, invitees, and employees and on the agents, servants, invitees, and employees of its contractors, (i) safe speed limits on the Preferred Groundwater Development Area, never to exceed 20 miles per hour, (ii) prohibitions against hunting or fishing, (iii) prohibitions against the possession or discharge of firearms of any kind, and (iv) prohibitions against any other use of the Preferred Groundwater Development Area for recreational purposes. No alcohol shall ever be possessed or consumed on the Preferred Groundwater Development Area. Grantee shall be responsible for assuring compliance by its agents, servants, invitees, and employees and the agents, servants, invitees, and employees of its contractors with all of the terms and conditions stated in this Exhibit "A."

k. Mud Holes. Grantee shall use reasonable efforts to repair, as soon as possible, all mud holes that develop on roads on the Preferred Groundwater Development Area (unless such condition was clearly caused by a person or entity other than Grantee) so that persons using the roads do not drive around the mud holes, thus creating new roads. Grantee shall also instruct its agents, servants, invitees, and employees to avoid driving around these mud holes. If a mud hole is not repaired within 30 days after written notice to Grantee of the existence of the mud hole, weather permitting, (and unless such condition was clearly caused by a person or entity other than Grantee), Grantor may have the mud hole repaired and Grantee shall reimburse Grantor the actual cost

of repairs, which amount, plus $500.00 per occurrence, shall be paid by Grantee to Grantor within 30 days.

l. No Liens. The Preferred Groundwater Development Area must at all times be kept free of mechanics' and materialmen's liens for labor, services, supplies, equipment, or materials purchased by Grantee.

m. Compliance with Applicable Law. In their respective operations on the Preferred Groundwater Development Area, Grantee and Grantor shall take all necessary precautions and measures at all times to ensure compliance with all Applicable Laws and each shall ensure that its employees, agents, invitees, and contractors also comply.

n. Payment of Taxes by Grantee and Grantor. Grantee shall timely pay to the appropriate taxing authority all rollback taxes and other increases in ad valorem real property taxes that are due because of a change in classification of any portion of the Preferred Groundwater Development Area from its existing classification, when the rollback tax assessment or increases are caused solely by activities of Grantee after the Effective Date. Grantor shall be liable for the payment of all rollback taxes that are assessed against the Preferred Groundwater Development Area due to a change in ownership of the Preferred Groundwater Development Area or a change in use of the Preferred Groundwater Development Area by Grantor, its successors or assigns (other than Grantee or Grantee's successors and assigns). Grantee will timely pay to the appropriate taxing authority any ad valorem real property taxes or personal property taxes (and other charges levied on or assessed) against the Grantee's easement estate or against Grantee's equipment or fixtures placed on the Preferred Groundwater Development Area by Grantee. Grantee will timely pay all these taxes, charges, and assessments due by Grantee directly to the public officer charged with their collection, and Grantee will, to the extent permitted by applicable law, indemnify the Grantor and hold the Grantor harmless from all of these taxes, charges, and assessments. Grantee may, in good faith, at its own expense (in its own name or in that of the Grantor, or both, as Grantee may determine appropriate), contest any of these taxes, charges, and assessments and must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due. Grantor shall timely pay all taxes owed against the Preferred Groundwater Development Area except for any taxes which are Grantee's obligation as stated herein. In the event Grantor fails to do so, Grantee may, but shall not be obligated to, pay such taxes and shall be subrogated to all rights of the taxing authority in connection with the taxes so paid and shall, in addition, have the right to offset the amounts owed to Grantor in connection with the damages under Section 8 of this Exhibit "A" by the amounts so paid by Grantee.

7. Surface Restoration. Within 90 days after installation of each of the Facilities has been completed, and within 90 days after any additional disturbance of the surface of the Preferred Groundwater Development Area by Grantee or within the time period otherwise indicated below, Grantee shall restore the surface of the Preferred Groundwater Development Area in accordance with the following terms:

a. Removal of Materials. If requested by Grantor and unless otherwise agreed by the Grantor and Grantee, Grantee shall remove and dispose of (off the Preferred Groundwater

Development Area) excess construction material used for roads on the Preferred Groundwater Development Area.

b. Re-Vegetation. All areas of the Preferred Groundwater Development Area disturbed by Grantee shall be re-vegetated with a sufficient quantity of native grass to assure substantial grass conformity with the surrounding vegetation. This re-vegetation shall be accomplished at a time of the year most likely to achieve successful coverage and growth of the replacement vegetation. If successful re-vegetation is not accomplished on the first attempt, due to conditions other than disturbance of the area through Grantor's use, Grantee shall repeat this to the extent reasonably determined by Grantee to be required to restore the Preferred Groundwater Development Area as nearly as possible to its condition prior to disturbance by the Grantee.

c. Repair of Area. As to the area of land under which a Pipeline is placed, or upon which machinery is used, regardless of whether Pipelines ditches are dug in the area, hardpan of packed lands shall be broken up, and terraces or roads shall be reconstructed and restored.

d. In the event of a conflict in this paragraph and Exhibit B, Exhibit B controls.

8. Damages. The Purchase Price for the Groundwater Rights under the Contract includes a non-exclusive blanket easement for the installation, maintenance and operation of wells, pipelines, roads, power lines, Sanitary Control Easements, and Facilities necessary to develop and use the Groundwater and Grantee's water system. Notwithstanding, reasonable compensation shall be paid by Grantee for damages to personal property in the development or use of the Groundwater Rights the Preferred Groundwater Development Area, including the drilling of test holes and installation of monitor wells, production wells, roads, power lines, and pipelines, including both collection lines and lines transporting water from groups of wells on this or adjoining properties to central points.

9. Miscellaneous. The following provisions shall also be a part of this Easement Agreement:

a. Dispute Resolution. In the event a dispute arises between the Parties with regard to the Groundwater or the Preferred Groundwater Development Area, or the rights or obligations of the parties as set forth in the Easement Agreement, the aggrieved party shall provide written notice of its complaint or claim to the other party, with sufficient specificity to enable the recipient to determine the cause and nature of the complaint. Upon receipt of such notice, the receiving party will have a reasonable period of time, not to exceed 30 days, in which to respond in writing to the other party. If the Parties are not able to resolve the issues to their mutual satisfaction through negotiation within 30 days after the commencement of negotiations, or within such longer period of time as the parties may agree upon, then the parties agree to mediate the matter in good faith prior to instituting a suit for damages.

b. Injury or Damage to Grantee's Property. Grantor shall be liable for, and shall promptly compensate Grantee for, any damage to or destruction of Grantee's property caused by Grantor, its employees, officers, agents, invitees, representatives, or anyone with whom Grantor contracts.

c. Indemnity. Grantee shall indemnify, defend, and hold Grantor harmless, to the extent permitted by Applicable Law, from and against any and all claims, liabilities, losses, costs, and expenses (including, without limitation, court costs, investigation fees, reasonable attorneys' fees, and related expenses) of any nature which may be asserted against or incurred by Grantor arising out of or in any manner occasioned by the negligent acts or omissions of Grantee, its employees, invitees, agents, representatives or persons with whom it contracts for:

i. Damage to or loss of property owned or used by the Grantee or the Grantee's agents, contractors, subcontractors, employees, invitees, licensees, or any other person or entity whose presence on the Preferred Groundwater Development Area is related directly or indirectly to Grantee's presence on the Preferred Groundwater Development Area; and/or

ii. Injury to or death of any of the Grantee's agents, contractors, subcontractors, employees, invitees, licensees, or any other person whose presence on the Preferred Groundwater Development Area is related directly or indirectly to Grantee's presence on the Preferred Groundwater Development Area.

Grantee's indemnity under this paragraph 9.c shall not extend to any claims, liabilities, losses, costs, or expenses arising out of the negligence or willful or reckless act of Grantor, its agents, representatives, employees, invitees, or anyone with whom it contracts.

d. Covenant Regarding Hazardous Substances and Indemnity by Grantee. Grantee shall not violate any environmental law relating to the Preferred Groundwater Development Area. Grantee shall, at Grantee's sole cost and expense, remove or take remedial action with regard to any hazardous materials brought onto the Preferred Groundwater Development Area by Grantee or its employees, agents, or contractors for which any removal or remedial action is required pursuant to any Applicable Law; Grantee shall take reasonable steps to conduct such removal or remedial action in a manner that minimizes any impact on the Grantor's activities conducted at the Preferred Groundwater Development Area. The Grantor shall cooperate with Grantee with regard to any scheduling or access to the Preferred Groundwater Development Area in connection with any action required under this Section 9.d. If Grantee fails or refuses to take promptly any action required under this Section 9.d after the Grantor's request, the Grantor may, but shall have no obligation to, perform or arrange for the performance of such action and Grantee shall, promptly upon demand therefor, reimburse the Grantor for all costs. If Grantee disputes its obligations or liability, the parties shall have the right to resolve the dispute as provided in Section 9 a.

e. Title. Upon Grantee's abandonment of any water well drilled on the Preferred Groundwater Development Area or any easement granted on the Real Property for the production or transportation of water, the Grantee shall execute and deliver to the Grantor all documents reasonably necessary to indicate that the well or easement has been abandoned and that title to the abandoned well and easement and all electric power lines and poles (and appurtenances) serving the abandoned well has reverted to Grantor.

f. Electricity Use. Grantee plans to construct or have constructed electric power lines on the Preferred Groundwater Development Area to provide electric power and energy to

Facilities placed on the Preferred Groundwater Development Area by Grantee. If allowed by law and if permitted by Grantee's electricity supplier, Grantee shall allow Grantor, at Grantor's sole cost and risk, the opportunity to use electricity from these lines. Grantor must pay all costs for connecting to these lines. Grantor shall provide sub-meters to measure the amount of electricity used by Grantor. Grantor shall pay Grantee for Grantee's cost of this electricity on a monthly basis. Monthly, Grantor shall read these meters, report to Grantee the amount of electricity consumed by Grantor, and pay Grantee for this electricity at the rates provided by Grantee to Grantor (rates indicating Grantee's actual cost).

g. Releases. Grantor and Grantee acknowledge that it may be necessary, in the future, for Grantor to obtain from Grantee partial releases of portions of the Easement or the Sanitary Control Easements so that Grantor may freely use, enjoy, convey free of encumbrance, and/or obtain financing on portions of the Preferred Groundwater Development Area or improvements located or to be located on the Preferred Groundwater Development Area. If Grantor determines that such a partial release is necessary or desirable, Grantor may request such partial release. Such release by Grantee shall not be unreasonably withheld, delayed, or conditioned.

h. Nothing herein shall be construed as imposing any obligation or requirement on Grantee under the FINAL ENVIRONMENTAL ASSESSMENT and HABITAT CONSERVATION PLAN for ISSUANCE of an ENDANGERED SPECIES SECTION 10(a)(1)(B) PERMIT for INCIDENTAL TAKE of the HOUSTON TOAD (*Bufo houstonensis)* during CONSTRUCTION and OPERATION of a HIGH ADVENTURE BOY SCOUT CAMP on GRIFFITH LEAGUE RANCH in BASTROP COUNTY, TEXAS dated November 5, 2003 (the "Boy Scout HCP"), or the related Fish and Wildlife Permit TE065406-0 (the "Boy Scout FWS Permit"). Grantee's activities on the Preferred Groundwater Development Area must be conducted in accordance with the requirements set out in "Exhibit B" attached hereto and incorporated herein.

i. Grantor shall cooperate with Grantee in Grantee's efforts to obtain utilities, including granting an easement to the utility provider at no additional cost to Grantee, if necessary.

EXHIBIT "B"

Restrictions on LCRA Ranch Operations Consistent with BSA/CAC HCP

In developing the Habitat Conservation Plan (HCP) for the Griffith League Scout Ranch (the "Griffith League Ranch"), Scout planners and the U.S. Fish & Wildlife Service (Service) were mindful of potential adverse impacts on the endangered Houston toad. They were also cognizant of the Scouts' legal obligations under the Endangered Species Act and their responsibilities as leaders in conservation and youth education. The Plan embodies serious and sincere efforts to mitigate and minimize impacts on the Houston toad. To support the mitigation and minimization efforts of the BSA/CAC required by the HCP, LCRA shall do the following:

1. Provide for the instruction of all staff and contractors on Service specified procedures to follow, should any living, trapped, injured, dead, or diseased Houston toads be found or encountered on Griffith League Ranch.

2. Restrict uses and activities within 100 feet of maximum pool height of a documented, known, and active Houston toad breeding pond except for areas for which the development and use has been previously mitigated through preservation by conservation easement of other land on Griffith League Ranch. Adhere to BSA/CAC restrictions on the size of groups allowed near known breeding ponds and restrictions on the time of day and the time of year in which such activities can take place. Restrictions and limitations will be in effect during the Houston toad's breeding/dispersal season, which shall be determined annually with the Service's concurrence for each breeding site based on survey results and expert opinion.

3. Spillage and overflow from water storage and transmission shall be avoided to prevent attracting Houston toads.

4. Require inspection of any imported soils, or the source of such soils, fill materials, and nursery stock for the non-native imported fire ant and its eggs and, should the pest be detected, treatment of these materials using methods selected based upon input from experts including the Service.

5. Impose restrictions on construction of improvements including:

    a. Construction activities within 100 feet of maximum pool height of known breeding ponds shall only be scheduled during the Houston toad non-breeding/dispersal season.

    b. Because trenches, pits, and holes could trap or injure individual toads, all open construction trenches and excavations shall be covered overnight or suitable barriers erected to prevent entry by the Houston toad at all construction sites, including utilities, on a year-round basis.

c. Construction sites shall be inspected for the presence of Houston toads prior to beginning each workday and prior to backfilling open pits or trenches.

d. Instruction shall be provided for contractors on proper procedures to be followed should any living, trapped, injured, dead or diseased Houston toads be found or encountered on Griffith League Ranch. LCRA shall advise contractors and staff engaged in construction and maintenance projects on Griffith League Ranch about the requirements of the Utility FWS Permit (as that term is defined in the Contract) and this Exhibit B regarding such activities and the measures to be implemented to avoid or minimize take of the Houston toad.

e. All construction areas shall be demarcated on site so that soil and vegetation disturbances are confined to construction areas only. As necessary to control soil erosion, exposed soils in disturbed sites shall be revegetated with native plants or stabilized when construction is finished.

f. Best management practices shall be implemented to prevent soil erosion during construction phases and to prevent runoff and sedimentation from contaminating nearby ponds, creeks, or breeding sites.

g. Only materials resistant to termite damage, such as pretreated lumber, stone, or concrete, shall be utilized for construction of foundation members in order to minimize any future need for application of potentially harmful pesticides.

h. Only those plants native to the Lost Pines will be used for landscaping, restoration, and revegetation.

6. Require that access to breeding sites be supervised during the Houston toad's breeding/dispersal season and require that programs, uses, and activities relating to such access be designed to prevent adverse impacts on the Houston toad.

7. Require that contingency plans for managing spills and possible pollutants that might threaten breeding ponds be prepared. In the event of a hazardous material spill, the response plan will be activated to prevent serious impact on the Houston toad habitat.

8. Impose restrictions on traffic beyond the main road of the Griffith League Ranch as follows:

a. Adhere to restricted speed limits.

b. While nighttime driving is not a normal activity on the ranch, restrict nighttime driving to LCRA and LCRA contractor vehicles ("authorized vehicles") for purposes of emergency or maintenance.

c. Restrict daytime access beyond the main road of Griffith League Ranch to authorized vehicles for Easement Purposes (as the term is defined in the Infrastructure Easement Agreement attached as Exhibit E to the Contract of Sale).

9. Install noise insulation to limit noise from the ground storage and pump station and well pump units to a level of no more than 55 decibels measured at 600 feet from any pump, motor or other source of noise at each such facility and to limit the sound frequency range so that the frequency is below 1100 Hz or above 2900 Hz.

10. Exterior lighting at facilities shall be limited to periods of necessary nighttime maintenance.

EXHIBIT "C"

Permitted Exceptions

1. The following restrictive covenants of record itemized below:

   Those recorded in Volume 1038, Page 828, Official Records, Bastrop County, Texas.

2. Any portion of subject property lying within the boundaries of a dedicated or undedicated public or private roadway.

3. Mineral and/or royalty interest in and to all coal, lignite, oil, gas, and other minerals, together with all rights incident thereto, recorded in Volume 128, Page 21, Deed Records, Bastrop County, Texas by United States of America to T. Griffith, dated: 2/23/1950 (4134 acres).

4. Mineral and/or royalty interest in and to all coal, lignite, oil, gas, and other minerals, together with all rights incident thereto, recorded in Volume 127, Page 532, Deed Records, Bastrop County, Texas, by United States of America to Ella Fleming, dated: 2/20/1950 (50.5 acres).

5. Mineral and/or royalty interest in and to all coal, lignite, oil, gas, and other minerals, together with all rights Incident thereto, recorded in Volume 128, Page 7, Deed Records, Bastrop County, Texas by United States of America to T. Griffith dated 2/23/1950 (200 acres).

6. Mineral and/or royalty interest in and to all coal, lignite, oil, gas, and other minerals, together with all rights incident thereto, recorded in Volume 1038, Page 124, Official Records, Bastrop County, Texas. (4797 acres and 50.5 acres).

7. Mineral and/or royalty interest in and to all coal, lignite, oil, gas, and other minerals, together with all rights incident thereto, recorded in Volume 1038, Page 828, Official Records, Bastrop County, Texas. (4797 acres and 50.5 acres).

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Rose Pietsch
1/9/2015 2:28 PM
FEE: $20.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
AFFD 201500296

File No.: 01247-33524

NON PRODUCTION AFFIDAVIT

Seller: Jon C. Yates, Scout Executive and C.E.O. of the Capitol Area Council Boy Scouts of America

Buyer: Lower Colorado River Authority

Property: SEE EXHIBIT "A" ATTACHED HERETO

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned Owner(s) of the above-referenced Property, personally known to me to be the person(s) whose name(s) is/are subscribed hereto and upon his/her/their oath depose(s) and say(s) that I/we represent to the Lender and Settlement Agent in the above-referenced transaction that:

1. ~~No drilling operations have ever begun during the term of any lease(s) affecting the above-referenced Property;~~ C9c4)
2. ~~No oil, gas, or any other mineral has previously been produced from the above-referenced Property;~~ C9c4)
3. No oil, gas, or other mineral is now being produced from the above-referenced Property; and
4. To our knowledge any and all leases affecting the above-referenced property have expired prior to closing of the above-referenced transaction by their own terms and conditions.

I/We realize that these representations are made to induce the Lender to lend money thereon, and to induce Settlement Agent to insure the title thereto, and that all parties are relying upon the truth of said statement.

EXECUTED this the 30th day of December, 2014.

CAPITOL AREA COUNCIL
BOY SCOUTS OF AMERICA

By: Jon C. Yates
Jon C. Yates
Scout Executive & CEO

State of Texas
County of Travis

This instrument was acknowledged before me on this 30th day of December, 2014 by Jon C. Yates, Scout Executive and C.E.O. of the Capitol Area Council Boy Scouts of America.

LEIGH A. WYATT
Notary Public, State of Texas
My Commission Expires
June 27, 2016

Leigh A Wyatt
Notary Public in and for the State of Texas
My Commission Expires: 6/27/2016

03-01247-33524-SP/cg

File No.: 01247-33524

NON PRODUCTION AFFIDAVIT

Seller: Jon C. Yates, Scout Executive and C.E.O. of the Capitol Area Council Boy Scouts of America

Buyer: Lower Colorado River Authority

Property: SEE EXHIBIT "A" ATTACHED HERETO

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned Owner(s) of the above-referenced Property, personally known to me to be the person(s) whose name(s) is/are subscribed hereto and upon his/her/their oath depose(s) and say(s) that I/we represent to the Lender and Settlement Agent in the above-referenced transaction that:

1. ~~No drilling operations have ever begun during the term of any lease(s) affecting the above-referenced Property~~; C9C47
2. ~~No oil, gas, or any other mineral has previously been produced from the above-referenced Property~~; C9C47
3. No oil, gas, or other mineral is now being produced from the above-referenced Property; and
4. To our knowledge any and all leases affecting the above-referenced property have expired prior to closing of the above-referenced transaction by their own terms and conditions.

I/We realize that these representations are made to induce the Lender to lend money thereon, and to induce Settlement Agent to insure the title thereto, and that all parties are relying upon the truth of said statement.

EXECUTED this the 30th day of December, 2014.

CAPITOL AREA COUNCIL
BOY SCOUTS OF AMERICA

By: Jon C. Yates
Jon C. Yates
Scout Executive & CEO

State of Texas
County of Travis

This instrument was acknowledged before me on this 30th day of December, 2014 by Jon C. Yates, Scout Executive and C.E.O. of the Capitol Area Council Boy Scouts of America.

LEIGH A. WYATT
Notary Public, State of Texas
My Commission Expires
June 27, 2016

Leigh A. Wyatt
Notary Public in and for the State of Texas

My Commission Expires: 6/27/2016

03-01247-33524-C9C47

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 01247-33524

Non-Exclusive Easement Estate upon, over and across 4,797 acres of land, more or less, out of the JACOB LARGE LEAGUE AND LABOR, ABSTRACT NO. 224 and 50.5 acres of land, more or less out of the JAMES P. WALLACE SURVEY, ABSTRACT NO. 365, in Bastrop County, Texas, being the same tracts described in the Deed from Winford Paschall, as the Independent Executor of the Estate of Mary Lavinia Griffith, Deceased, to the Capitol Area Council, Boy Scouts of America, recorded in Vol. 1038, Page 828, Official Records of Bastrop County, Texas, SAVE AND EXCEPT those four (4) certain tracts described in the Conservation Easement as Tracts 1, 2, 3, and 4, recorded in Volume 1818, Page 513, Official Public Records of Bastrop County, Texas, to which reference to both instruments is hereby made for all intents and purposes.

NOTE: The Company does not represent that the above acreage or square footage calculations are correct.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Rose Pietsch
1/9/2015 2:28 PM
FEE: $20.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
AFFD 201500297

AFFIDAVIT AS TO POSSESSION

File No.: 01247-33524
RE: SEE EXHIBIT "A" ATTACHED HERETO

State of Texas)
) SS
County of Travis)

BEFORE ME, the undersigned authority, personally appeared Jon C. Yates, Scout Executive and C.E.O. of the Capitol Area Council Boy Scouts of America, personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that there are no persons in possession of the above described properly other than affiant, except as follows:

N/A

and that there are no leases in effect on said property.

I realize that the title company in this transaction is relying on the representations contained herein in issuing title policies thereon and would not remove the exception on the title policy relating to "any and all leases and/or tenancies" and the exception relating to "right of parties in possession" unless said representations were made.

Dated this 30th day of December, 2014

CAPITOL AREA COUNCIL
BOY SCOUTS OF AMERICA

By: Jon C. Yates
Jon C. Yates
Scout Executive & CEO

State of Texas
County of Travis

Sworn to and subscribed before me on this 30th day of December, 2014, by Jon C. Yates, Scout Executive and C.E.O. of the Capitol Area Council Boy Scouts of America.

LEIGH A. WYATT
Notary Public, State of Texas
My Commission Expires
June 27, 2016

Leigh A. Wyatt
Notary Public In and for the State of Texas

My Commission Expires: 6/27/2016

GF-01247-33524-GPlaq

AFFIDAVIT AS TO POSSESSION

File No.: 01247-33524
RE: SEE EXHIBIT "A" ATTACHED HERETO

State of Texas)
) SS
County of Travis)

BEFORE ME, the undersigned authority, personally appeared Jon C. Yates, Scout Executive and C.E.O. of the Capitol Area Council Boy Scouts of America, personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that there are no persons in possession of the above described property other than affiant, except as follows:

N/A

and that there are no leases in effect on said property.

I realize that the title company in this transaction is relying on the representations contained herein in issuing title policies thereon and would not remove the exception on the title policy relating to "any and all leases and/or tenancies" and the exception relating to "right of parties in possession" unless said representations were made.

Dated this 30th day of December, 2014

CAPITOL AREA COUNCIL
BOY SCOUTS OF AMERICA

By: _____
Jon C. Yates
Scout Executive & CEO

State of Texas
County of Travis

Sworn to and subscribed before me on this 30th day of December, 2014, by Jon C. Yates, Scout Executive and C.E.O. of the Capitol Area Council Boy Scouts of America.

LEIGH A. WYATT
Notary Public, State of Texas
My Commission Expires
June 27, 2016

_____
Notary Public in and for the State of Texas

My Commission Expires: 6/27/2016

01247-33524-GPlag

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 01247-33524

Non-Exclusive Easement Estate upon, over and across 4,797 acres of land, more or less, out of the JACOB LARGE LEAGUE AND LABOR, ABSTRACT NO. 224 and 50.5 acres of land, more or less out of the JAMES P. WALLACE SURVEY, ABSTRACT NO. 365, in Bastrop County, Texas, being the same tracts described in the Deed from Winford Paschall, as the Independent Executor of the Estate of Mary Lavinia Griffith, Deceased, to the Capitol Area Council, Boy Scouts of America, recorded in Vol. 1038, Page 828, Official Records of Bastrop County, Texas, SAVE AND EXCEPT those four (4) certain tracts described in the Conservation Easement as Tracts 1, 2, 3, and 4, recorded in Volume 1818, Page 513, Official Public Records of Bastrop County, Texas, to which reference to both instruments is hereby made for all intents and purposes.

NOTE: The Company does not represent that the above acreage or square footage calculations are correct.

Gracy Title
a stewart company

1313 Ranch Road 620 South, Suite 101
Austin, TX 78734
Phone: (512) 263-5651
Fax: (512) 263-5800

February 12, 2015

Lower Colorado River Authority
3700 Lake Austin Blvd
Austin, TX 78703

RE: File No.: 01247-33524
Property: Easement over and across 4,797 acres and 50.5 acres, Bastrop County, Texas

To Whom It May Concern:

Enclosed herewith, please find the original Owner's Policy and original recorded document(s) in connection with the above referenced transaction. This policy contains important information about the real estate transaction you have just completed.

Please remember that our company has a permanent file for this property and can assist you with your title insurance needs in the future should you wish to sell or obtain a loan on your property.

It has been a pleasure to be of service to you for this transaction. If you should require anything further, please contact the undersigned

Sincerely,

Gaye Pierce

Gaye Pierce
Chief Operations Officer/Sr. Vice President

enclosures

Form T-1: Owner's Policy of Title Insurance (Rev. 1/3/14)

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World Wide Web site at: http://www.stewart.com.

OWNER'S POLICY OF TITLE INSURANCE
ISSUED BY

STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
   (a) A defect in the Title caused by:
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
   (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
3. Lack of good and indefeasible Title.
4. No right of access to and from the Land.

Covered Risks continued on next page.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Countersigned by:

Stewart Title Guaranty Company

stewart
title guaranty company

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

Matt Morris
President and CEO

Denise Carraux
Secretary

File No.: 01247-33524

O-5966-000088254

COVERED RISKS CONTINUED FROM PAGE 1

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
   (a) the occupancy, use or enjoyment of the Land;
   (b) the character, dimensions or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions or location of any improvement erected on the Land;
      (iii) subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

CONDITIONS

1. DEFINITION OF TERMS.
The following terms when used in this policy mean:
(a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
(c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.
(d) "Insured": The Insured named in Schedule A.
(i) the term "Insured" also includes:
(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin;
(B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
(C) successors to an Insured by its conversion to another kind of Entity;
(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
(2) if the grantee wholly owns the named Insured,
(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
(ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
(e) "Insured Claimant": an Insured claiming loss or damage.
(f) "Knowledge" or "Known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
(g) "Land": the land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
(h) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
(i) "Public Records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
(j) "Title": the estate or interest described in Schedule A.
(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.
The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.
The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.
When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefore, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a loan policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

4. PROOF OF LOSS.
In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS.
(a) Upon written request by the Insured, and subject to the options contained in Sections 8 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The

Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim Insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as Insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.
All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE.
The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS.
When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.
(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION.
Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.
(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.
(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

16. SEVERABILITY.
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid and all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM.
(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.
(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT.
Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company P.O. Box 2029, Houston, Texas 77252-2029.

SCHEDULE A

Name and Address of Title Insurance Company: Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 01247-33524

Policy No.: O-5966-000088254

Address for Reference only: 0 Vacant Land, Bastrop, TX

Amount of Insurance: $500,000.00

Premium: $3,091.00

Date of Policy: January 09, 2015 at 2:28 p.m.

1. **Name of Insured:**

   Lower Colorado River Authority

2. **The estate or interest in the Land that is insured by this policy is:**

   Easement Estate

3. **Title is insured as vested in:**

   Lower Colorado River Authority

4. **The Land referred to in this policy is described as follows:**

   Non-Exclusive Easement Estate upon, over and across 4,797 acres of land, more or less, out of the JACOB LARGE LEAGUE AND LABOR, ABSTRACT NO. 224 and 50.5 acres of land, more or less out of the JAMES P. WALLACE SURVEY, ABSTRACT NO. 365, in Bastrop County, Texas, being the same tracts described in the Deed from Winford Paschall, as the Independent Executor of the Estate of Mary Lavinia Griffith, Deceased, to the Capitol Area Council, Boy Scouts of America, recorded in Vol. 1038, Page 828, Official Records of Bastrop County, Texas, SAVE AND EXCEPT those four (4) certain tracts described in the Conservation Easement as Tracts 1, 2, 3, and 4, recorded in Volume 1818, Page 513, Official Public Records of Bastrop County, Texas, to which reference to both instruments is hereby made for all intents and purposes.

   NOTE: The Company does not represent that the above acreage or square footage calculations are correct.

STEWART TITLE
GUARANTY COMPANY

SCHEDULE B

File No.: 01247-33524 Policy No.: O-5966-000088254

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception):

   Those recorded in Volume 1038, Page 828, Official Records, Bastrop County, Texas, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to handicap, but does not discriminate against handicapped persons.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any Insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
   A. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   B. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   C. to filled-in lands, or artificial islands, or
   D. to statutory water rights, including riparian rights, or
   E. ~~to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area~~ or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2015, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception.):

A. ~~Rights of parties in possession.~~ This item deleted.

B. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

C. Any portion of subject property lying within the boundaries of a dedicated or undedicated public or private roadway.

D. Mineral and/or royalty interest in and to all coal, lignite, oil, gas and other minerals; together with all rights incident thereto recorded in Volume 128, Page 21, Deed Records, Bastrop County, Texas by United States of America to T. B. Griffith, dated: 2/23/1950 (4134 acres) Title to said interest has not been researched subsequent to the date of the above referenced Instrument and the Company makes no representation as to the ownership or holder of such interest(s).

E. Mineral and/or royalty interest in and to all coal, lignite, oil, gas and other minerals; together with all rights incident thereto recorded Volume 127, Page 532, Deed Records, Bastrop County, Texas, by United States of America to Ella Fleming, dated: 2/20/1950 (50.5 acres) Title to said interest has not been researched subsequent to the date of the above referenced instrument and the Company makes no representation as to the ownership or holder of such interest(s).

STEWART TITLE
GUARANTY COMPANY

SCHEDULE B

File No.: 01247-33524

Policy No.: O-5966-000088254

F. Mineral and/or royalty interest in and to all coal, lignite, oil, gas and other minerals; together with all rights Incident thereto recorded Volume 128, Page 7, Deed Records, Bastrop County, Texas. by United States of America to T. B. Griffith dated 2/23/1950 (200 acres) Title to said interest has not been researched subsequent to the date of the above referenced instrument and the Company makes no representation as to the ownership or holder of such interest(s).

G. Mineral and/or royalty interest in and to all coal, lignite, oil, gas and other minerals; together with all rights incident thereto recorded Volume 1038, Page 124, Official Records, Bastrop County, Texas. Title to said interest has not been researched subsequent to the date of the above referenced instrument and the Company makes no representation as to the ownership or holder of such interest(s). (4797 acres and 50.5 acres)

H. Mineral and/or royalty interest in and to all coal, lignite, oil, gas and other minerals; together with all rights incident thereto recorded In Volume 1038, Page 828, Official Records, Bastrop County, Texas. Title to said interest has not been researched subsequent to the date of the above referenced instrument and the Company makes no representation as to the ownership or holder of such interest(s).(4797 acres and 50.5 acres)

I. Terms and conditions of that certain Easement Agreement by and between Capitol Area Council, Boy Scouts of America and Lower Colorado River Authority dated December 9, 2014 and recorded in Document Number 201500298 of the Official Public Records of Bastrop County, Texas, and re-recorded in Document Number 201500468 to correct the date therein, of the Official Records of Bastrop County, Texas.

STEWART TITLE
GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY

IMPORTANT NOTICE	AVISO IMPORTANTE
To obtain information or make a complaint:	Para obtener información o para someter una queja:
1. You may contact your title insurance agent at (512) 472-9231.	1. Puede comunicarse con su agente de seguro de título al (512) 472-9231.
2. You may call Stewart Title Guaranty Company's toll-free number for information or to make a complaint at: **1-800-729-1900**	2. Usted puede llamar al número de telefono gratis de Stewart Title Guaranty Company para información o para someter una queja al: **1-800-729-1900**
3. You may also write to Stewart Title Guaranty Company at: **P.O. Box 2029 Houston, Texas 77252-2029**	3. Usted también puede escribir a Stewart Title Guaranty Company: **P.O. Box 2029 Houston, Texas 77252-2029**
4. You may contact the Texas Department of Insurance to obtain information on companies, coverage's, rights or complaints at: **1-800-252-3439**	4. Puede comunicarse con el Departamento do Seguros de Texas para obtener información acerca de companias, conberturas, derechos o quejas al: **1-800-252-3439**
5. You may write the Texas Department of Insurance: **P.O. Box 149104 Austin, TX 78714-9104 Fax: 512-475-1771 Web: http://www.tdi.state.tx.us e-mail: Consumerprotection@tdi.state.tx.us**	5. Puede escribir al Departmento de Seguros de Texas: **P.O. Box 149104 Austin, TX 78714-9104 Fax: 512-475-1771 Web: http://www.tdi.state.tx.us e-mail: Consumerprotection@tdi.state.tx.us**
PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the title insurance agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.	**DISPUTAS SOBRE PRIMAS OR RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente de seguro de título primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).
ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.	**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para porposito de información y no se convierte en parte o condicion del documento adjunto.

STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company*	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

EASEMENT
201506081
4 PGS

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

PARTIAL RELEASE OF EASEMENT

STATE OF TEXAS §
§
COUNTY OF BASTROP §

DATE: May 12, 2015

LCRA: LOWER COLORADO RIVER AUTHORITY, a conservation and reclamation district of the State of Texas

LCRA'S MAILING ADDRESS: P.O. Box 220
Austin, Texas 78767-0220

RELEASED EASEMENT AREA: That certain tract of land, being approximately 2,372 acres, depicted as the Released Easement Area on the attached **EXHIBIT A**, which is incorporated herein for all purposes.

LCRA hereby releases the Released Easement Area from that certain Correction Infrastructure Easement Agreement from Capitol Area Council, Inc. Boy Scouts of America dated January 9, 2015, and recorded as Document #201500468 in the Official Public Records of Bastrop County, Texas (the "Easement") (The Easement is a correction of that certain Infrastructure Easement Agreement from Capitol Area Council, Inc. Boy Scouts of America erroneously dated December 9, 2015, and recorded as Document #201500298 in the Official Public Records of Bastrop County, Texas).

This Partial Release of Easement shall release only the Released Easement Area, it being the intent of LCRA to maintain in full force and effect its easement rights over all other property which is subject to the above-described Easement.

When the context requires, singular nouns and pronouns include the plural.

LOWER COLORADO RIVER AUTHORITY

By: _____
Kelly Wells
Manager, Real Estate Services

LCRA LEGAL

ACKNOWLEDGMENT

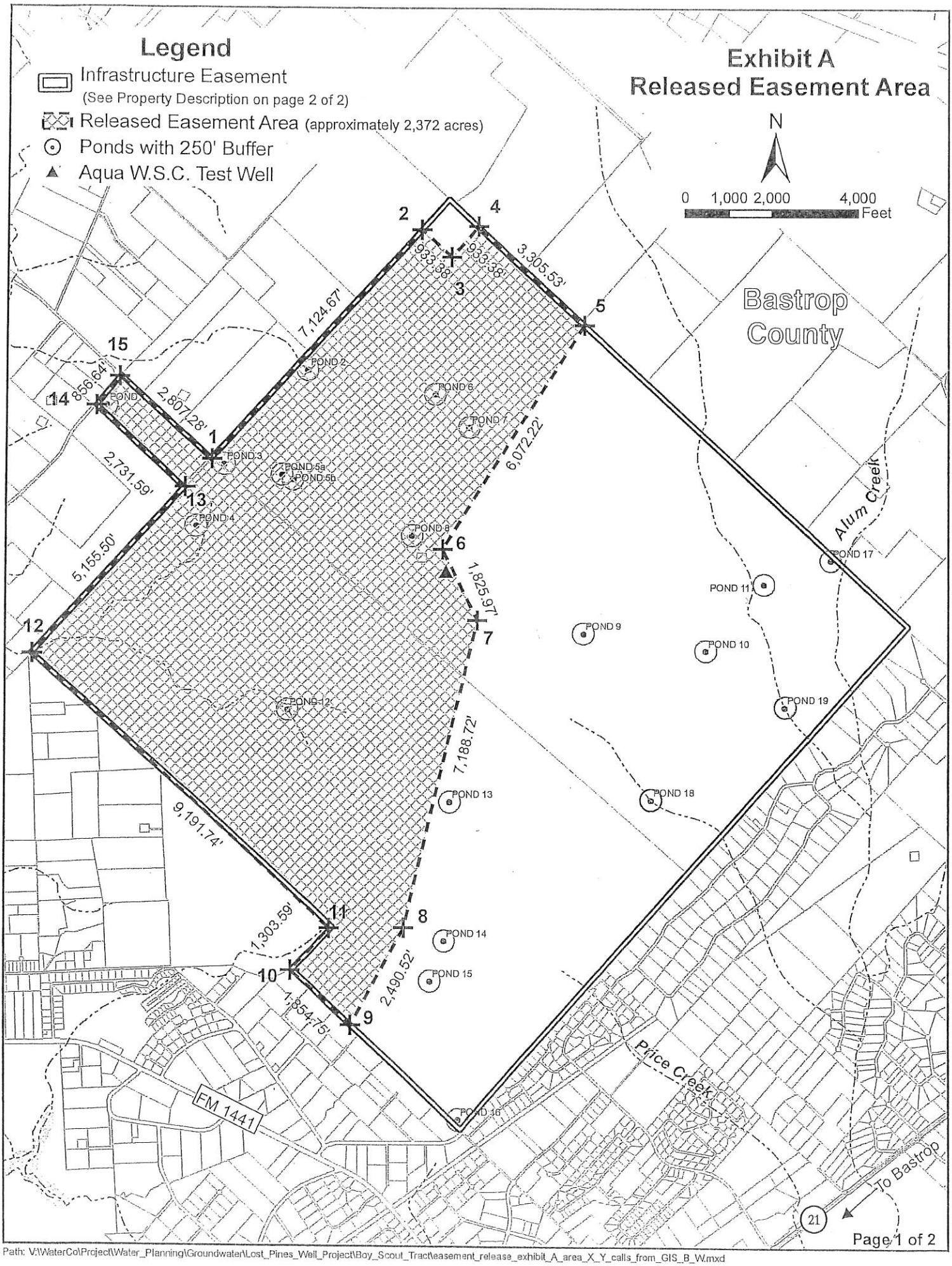
THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 12th day of May, 2015, by Kelly Wells, Manager of Real Estate Services for the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, on behalf of said district.

LISA M. SMITH
Notary Public, State of Texas
My Commission Expires
July 24, 2015

_____
Notary Public, State of Texas

After recording, return to:
Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: Christine Rothe



Path: V:\WaterCo\Project\Water_Planning\Groundwater\Lost_Pines_Well_Project\Boy_Scout_Tract\easement_release_exhibit_A_area_X_Y_calls_from_GIS_B_W.mxd

Exhibit A
Released Easement Area

Property Description of Infrastructure Easement

(i) All that certain tract of land containing approximately 4,797 acres of land, more or less, in Bastrop County, Texas, out of the Jacob Large League and Labor; and being that same real property described by metes and bounds in instrument filed of record in Volume 134, Page 402 of the Real Property Records of Bastrop County, Texas, which description by this reference is incorporated herein for all purposes; AND

(ii) All that certain tract of land comprising approximately 50.5 acres of land, more or less, a part of the James P. Wallace Survey in Bastrop County, Texas, more particularly described in deed recorded in Volume 129, Page 51 of the Deed Records of Bastrop County, Texas, which description by this reference is incorporated herein for all purposes.

SAVE AND EXCEPT the four 5-acre tracts that are described in the Conservation Easement recorded in V 1818 P 513 in the real property records of Bastrop County.

Released Easement Area Coordinates

Map ID	E (X)	N (Y)
1	3,270,809	10,053,876
2	3,275,598	10,059,151
3	3,276,293	10,058,529
4	3,276,916	10,059,225
5	3,279,344	10,056,982
6	3,276,111	10,051,842
7	3,276,928	10,050,209
8	3,275,237	10,043,222
9	3,274,051	10,041,032
10	3,272,661	10,042,260
11	3,273,560	10,043,204
12	3,266,765	10,049,394
13	3,270,205	10,053,234
14	3,268,187	10,055,075
15	3,268,717	10,055,748

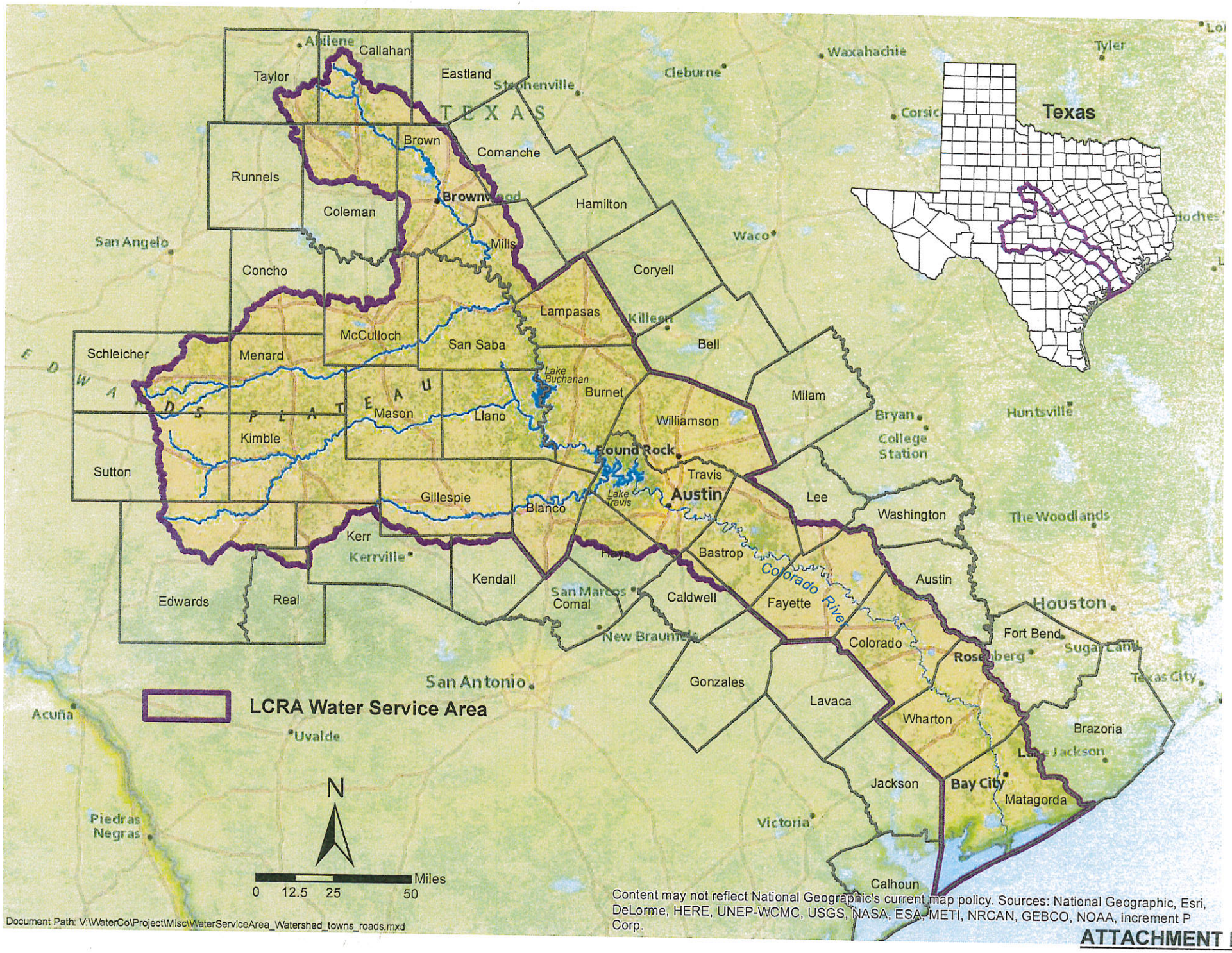
Points generated from GIS mapping system.
Coordinate System: Texas State Plane,
Central Zone Datum: NAD83
Units: US Feet Points are not surveyed.
Points are not surveyed.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

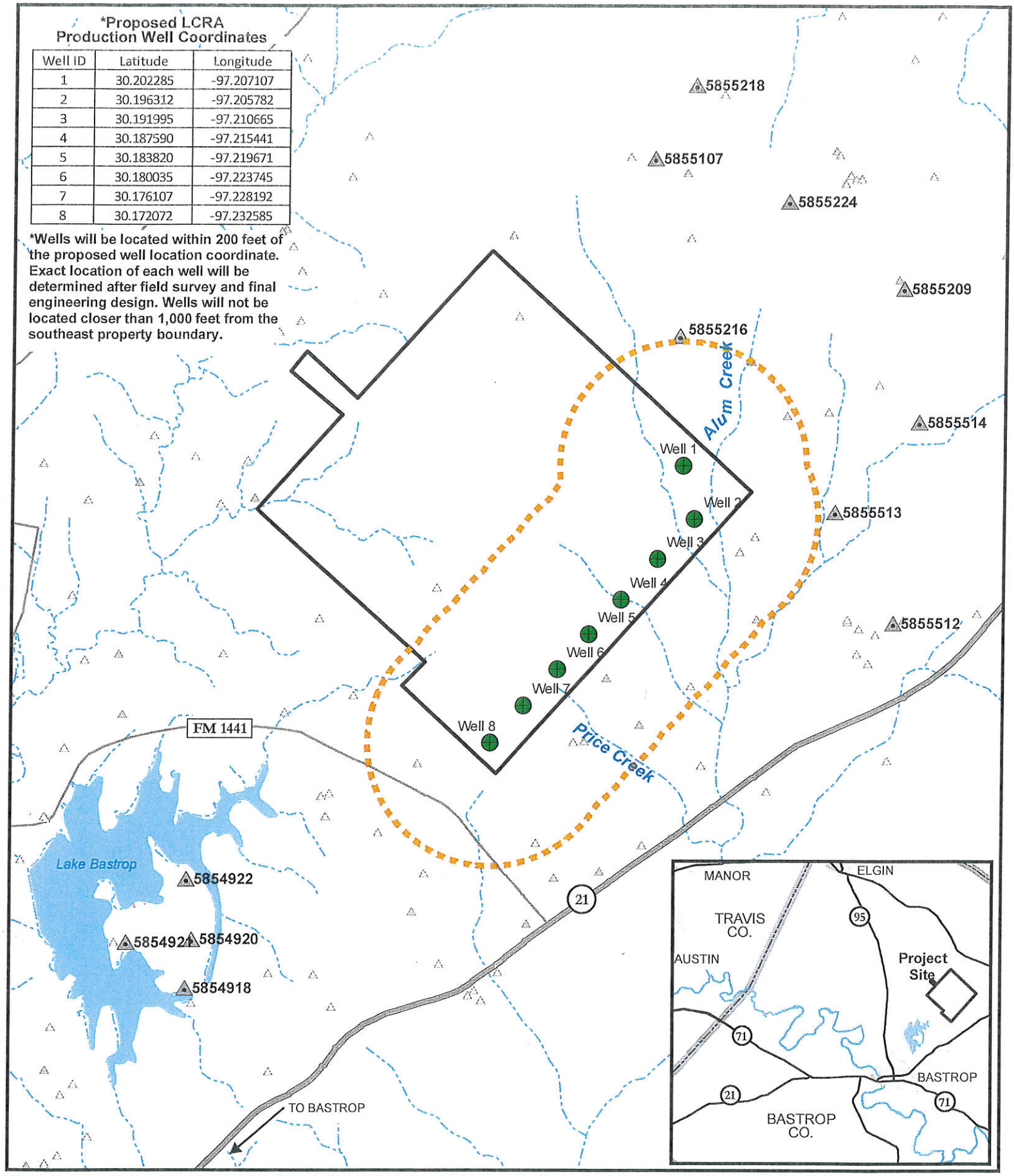
Rose Pietsch

May 14, 2015 03:25:12 PM
IRENEB FEE: $28.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
EASEMENT 201506081

Path: V:\WaterCo\Project\Water_Planning\Groundwater\Lost_Pines_Well_Project\Boy_Scout_Tract\easement_release_exhibit_area_X_Y_calls_from_GIS_B_W.mxd



ATTACHMENT B



Document Path: V:\Project\Water_Planning\Groundwater\GCD_Lost_Pines_wells_1_2018_BB.mxd