

RESOLUTION NO. R-2022-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A COST SHARING AGREEMENT BETWEEN THE CITY OF BASTROP AND LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD FOR THE OVERSIZING OF WATER MAIN IMPROVEMENTS TO A NOT TO EXCEED AMOUNT OF EIGHTY-SIX THOUSAND, NINE HUNDRED AND NINE DOLLARS (\$86,909.00), AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop, Texas City Council understands the value of organized development; and

WHEREAS, The City requested Lennar to increase a water line from 8-inch to 12-inch to accommodate more development in the area; and

WHEREAS, The City understands that if this agreement was not possible, the City would have to build this water main to provide water to the new Wastewater Treatment Plant #3, currently in construction;

WHEREAS, the Parties intend to pay for and share the total estimated cost of the improvements in accordance and consistent with the preliminary cost estimate and agreement attached in Exhibit A;


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: The City of Bastrop City Council has determined the City Manager of the City of Bastrop has the expertise and authority to require amendments and execute the cost sharing agreement as shown in, Exhibit A.

Section 2: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 22nd day of February 2022.

APPROVED:



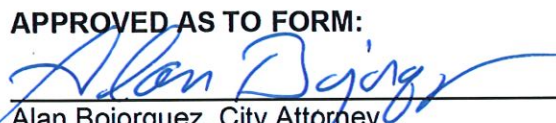
Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

**COST SHARING AGREEMENT
FOR THE OVERSIZING OF WATER MAIN IMPROVEMENTS**

**THE STATE OF TEXAS §
COUNTY OF BASTROP §**

THIS COST SHARING AGREEMENT FOR THE OVERSIZING OF WATER MAIN IMPROVEMENTS (the "Agreement"), is made and entered into this 22nd day of February, 2022, by and between CITY OF BASTROP, TEXAS, a Texas Home-Rule municipal corporation, acting through its City Manager, hereinafter referred to as CITY, and Lennar Homes of Texas Land and Construction LTD, hereinafter referred to as DEVELOPER (collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, DEVELOPER proposes to construct a water main connecting to an existing water main owned by the CITY to serve property in the subdivision named Bastrop Grove; and

WHEREAS, the CITY has reviewed the proposed improvements and desires to have the DEVELOPER oversize the proposed water main to provide capacity for future development in the area; and

WHEREAS, the CITY has requested the DEVELOPER to cause, and the DEVELOPER agrees to cause, permitting, and construction of the MAIN (hereinafter defined) for which the CITY will pay for the CITY's portion of the costs; and

WHEREAS, CITY desires to set forth the terms for payment of the CITY's share of the construction costs for that portion of the water main greater than eight inches' diameter.

NOW, THEREFORE, for and in consideration of all of the premises and other good and valuable consideration, the Parties mutually agree:

I.

The DEVELOPER shall cause to be constructed a twenty-four inch (24") encasement with a twelve inch (12") diameter water main, and appurtenances related thereto, hereinafter referred to as MAIN, across and under 304 Highway for which service is proposed and/or from a point of connection to an existing water system to the tract of land to be developed within the Bastrop Grove subdivision. Attached and marked Exhibit "A" is a drawing showing the route of the proposed MAIN with reference points relating to the approved engineering plans and showing with clarity the land to be developed. Exhibit "A" to which further reference is made herein shall be part of this Agreement for all purposes. The MAIN is further described as follows: approximately 95.00 linear feet of 24" encasement and 920.00 linear feet of 12-inch water main and associated appurtenances.

II.

By the execution of this Agreement, it is expressly understood that the CITY does not assume any obligations, other than its obligation to pay the CITY's share of the costs as set forth herein.

III.

The subject MAIN shall upon completion and acceptance by the City become the property of the CITY and subject to its jurisdiction and control.

IV.

- a. The CITY, in consideration of the DEVELOPER constructing the larger diameter MAIN than otherwise required to serve the land within the Bastrop Grove subdivision, agrees to pay a sum equal to but not exceeding the difference in the Construction Costs of the oversized MAIN and the cost of constructing a main 8-inches in diameter. The CITY's proportionate share of the oversize construction costs, not including engineering, testing and other costs related to construction of the MAIN, is estimated to be: Eighty-Six Thousand Nine Hundred and Nine Dollars (\$86,909.00), *see* Exhibit "B." The DEVELOPER shall send the City an invoice for the CITY's share of the construction costs, which payment will be due within thirty (30) days after receipt of the invoice.
- b. The CITY shall pay its share of Construction Costs following the completion of the MAIN. Following completion of the MAIN, DEVELOPER will provide to CITY verification of: (a) all costs incurred by or on behalf of the DEVELOPER for the MAIN, including but limited to, construction and construction management. The Parties agree that no payment under this Section will occur unless and until the MAIN has been accepted by the CITY.

V.

The DEVELOPER agrees to obtain and make available any necessary easements, permits and rights of way, together with necessary working space as may be required to construct subject MAIN wherever the MAIN crosses property owned by DEVELOPER. The CITY, subject to its review and approval of plans and specifications for the MAIN, hereby grants DEVELOPER permission to install or construct subject MAIN wherever this MAIN crosses or parallels any public easement, street or property owned or controlled by the CITY.

VI.

The MAIN shall be installed in accordance with current City standards and specifications. The CITY has the right to observe and inspect, at the CITY's expense, the construction of the MAIN. The City Engineer or his/her representative will determine that subject MAIN is constructed in accordance with approved engineering plans and specifications and upon completion this MAIN shall become the property of the CITY and an integral part of the CITY's system and subject to maintenance, jurisdiction and control of the CITY.

VII.

Payment for the performance of governmental functions or services under this Agreement will be made from the current revenues legally available to the City.

VIII.

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, the other and remaining provisions of this Agreement shall not in any way be affected and all provisions of this Agreement which are not declared to be illegal shall be binding upon the CITY, and DEVELOPER.

IX.

THE DEVELOPER, ON BEHALF OF ITSELF, ITS CONTRACTOR AND ITS AND THEIR AGENTS COVENANTS AND AGREES INDEMNIFY, SAVE HARMLESS AND DEFEND THE CITY, ITS PAST, PRESENT, AND FUTURE OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES (WHETHER GROUNDED IN CONSTITUTIONAL LAW, TORT, CONTRACT, OR PROPERTY LAW, OR RAISED PURSUANT TO LOCAL, STATE OR FEDERAL STATUTORY PROVISION), ARISING OUT OF THE PERFORMANCE OF THE AGREEMENT AND/OR ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE DEVELOPER ITS OFFICERS, AGENTS, AND EMPLOYEES. .

X.

The DEVELOPER and the CITY agree that no party may assign or transfer any interest in this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

XI.

It is expressly agreed by the Parties that this Agreement is for the sole benefit of the Parties hereto and shall not be construed or deemed made for the benefit of any third party or parties.

XII.

In the event of any dispute, litigation or other proceeding between the Parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, each party to such dispute, litigation or other proceeding shall be responsible for payment of its own costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation.

XIII.

Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action,

notice or response shall not be required until the next succeeding business day.

XIV.

THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN BASTROP COUNTY, TEXAS, WHEREIN THE PROPERTY IS LOCATED. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (i) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION CONSISTENT WITH THE PREVIOUS SENTENCE, (ii) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT SUCH VENUE IS NOT PROPER OR CONVENIENT, AND (iii) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW. ANY FINAL JUDGMENT ENTERED IN AN ACTION BROUGHT HEREUNDER SHALL BE CONCLUSIVE AND BINDING UPON THE PARTIES HERETO.

XV.

A reference in this Agreement to any gender, masculine, feminine or neuter, shall be deemed a reference to the other, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires. The terms "herein," "hereof," "hereunder," and other words of a similar nature mean and refer to this Agreement as a whole and not merely to the specified section or clause in which the respective word appears unless expressly so stated.

XVI.

All exhibits attached hereto are incorporated herein by reference to the same extent as though such exhibits were included in the body of this Agreement verbatim.

XVII.

This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. CITY, and DEVELOPER shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

XVIII.

This Agreement may not be modified, amended or otherwise changed in any manner except by a writing executed by DEVELOPER and CITY.

XIX.

A facsimile signature of a party shall be binding on such party to the same extent as an original signature. If this Agreement, or any future amendment to this Agreement, is signed by the Parties or a party and delivered by means of facsimile transmission, the Parties agree promptly thereafter exchange original, executed counterparts thereof.

XX.

The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction – to the effect that any ambiguities are to be resolved against the drafting party – shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

XXI.

All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel, and shall be delivered by registered or certified mail, overnight courier service or facsimile transmission, at the addresses set forth below:

If to **CITY**: City of Bastrop
 Attn: City Manager
 1311 Chestnut Street
 Bastrop, Texas 78602

With a copy to: Bojorquez Law Firm, PC
 Attn: Alan Bojorquez, City Attorney
 11675 Jollyville Road, Suite 300
 Austin, Texas 78759

If to **DEVELOPER**: Lennar Homes of Texas Land and Construction, LTD
 13620 N. FM620, Bldg. B, Suite 150
 Austin, Texas 78717

Attn: Kevin Pape

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon deposit, postage prepaid, in the United States Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered upon deposit with such courier, (c) sent by facsimile, in which case notice shall be deemed delivered upon transmission of such notice if the sender receives a machine generated facsimile confirmation containing the facsimile number and time sent and verifying the transmission was completed error free, or (d) sent by personal delivery. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

XXII.

To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

XXIII.

DEVELOPER hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 and Section 212.904 of the Texas Local

Government Code, arising out of this Agreement. Both DEVELOPER and the CITY further agree, with respect to this Agreement and construction of the MAIN, to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement.

XXIV.

It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

XXV.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the DEVELOPER a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The DEVELOPER understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the CITY from entering the Agreement.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the CITY. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the CITY nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential DEVELOPER with respect to the proper completion of the TEC Form 1295.

Anti-Boycott Israel Verification. In accordance with Chapter 2270, Texas Government Code, the CITY may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

The signatory executing the Agreement on behalf of DEVELOPER verifies that DEVELOPER and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Agreement is a contract for goods or services, will not boycott Israel during the term of the Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is

controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a DEVELOPER which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000,

Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Agreement on behalf of DEVELOPER represents that neither DEVELOPER nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. DEVELOPER represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Verification Regarding Energy Company Boycotts. To the extent the Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the DEVELOPER hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The DEVELOPER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the DEVELOPER and exists to make a profit.

Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent the Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the DEVELOPER hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a

firearm entity or firearm trade association; and
(2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The DEVELOPER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the DEVELOPER and exists to make a profit.

IN WITNESS THEREOF, the Parties have executed this Agreement on this the 22nd
Day of February, 2022.

DEVELOPER:

Leanne Homes of Texas (LAWD) CONSTRUCTION, LTD.
By: [Signature]

ATTEST:

[Signature]
Secretary, Board of Directors

CITY OF BASTROP:

[Signature]
Paul Hofmann
City Manager

ATTEST:

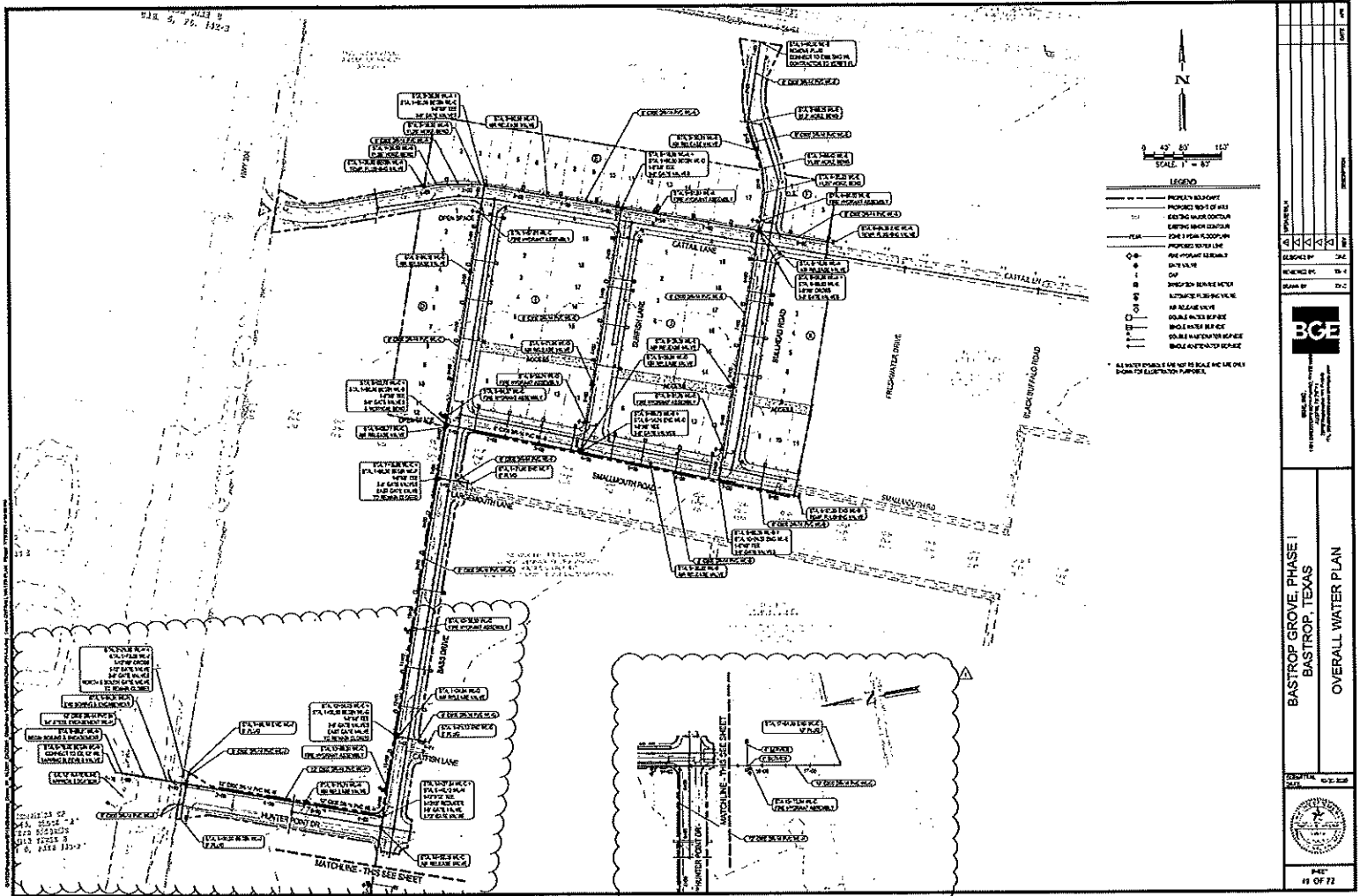
[Signature]
Ann Franklin
City Secretary

APPROVED AS TO FORM:

[Signature]
Alan Bojorquez
City Attorney

EXHIBIT A: Proposed Route of the Main.

DATE: 5/22/1992



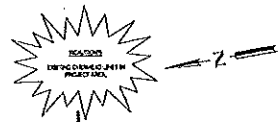
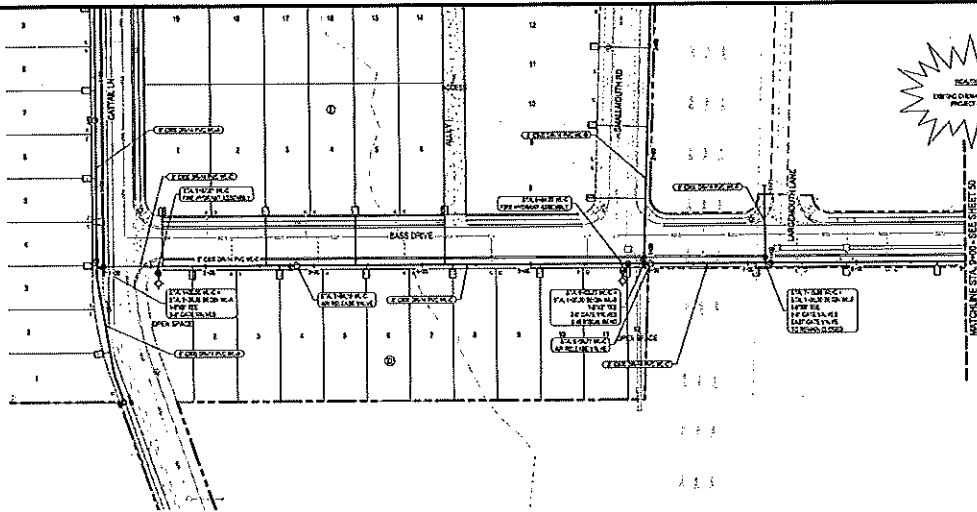
0 30 60 120
SCALE: 1" = 60'

- LEGEND**
- PROPOSED MAINLINE
 - PROPOSED SERVICE LINE
 - EXISTING MAINLINE
 - EXISTING SERVICE LINE
 - PROPOSED VALVE
 - PROPOSED WATER TOWER
 - PROPOSED PUMP STATION
 - EXISTING VALVE
 - EXISTING WATER TOWER
 - EXISTING PUMP STATION
 - EXISTING FIRE HYDRANT
 - EXISTING FIRE TOWER
 - EXISTING FIRE PUMP
 - EXISTING FIRE TANK
 - EXISTING FIRE LIFT
 - EXISTING FIRE PUMP
 - EXISTING FIRE TANK
 - EXISTING FIRE LIFT

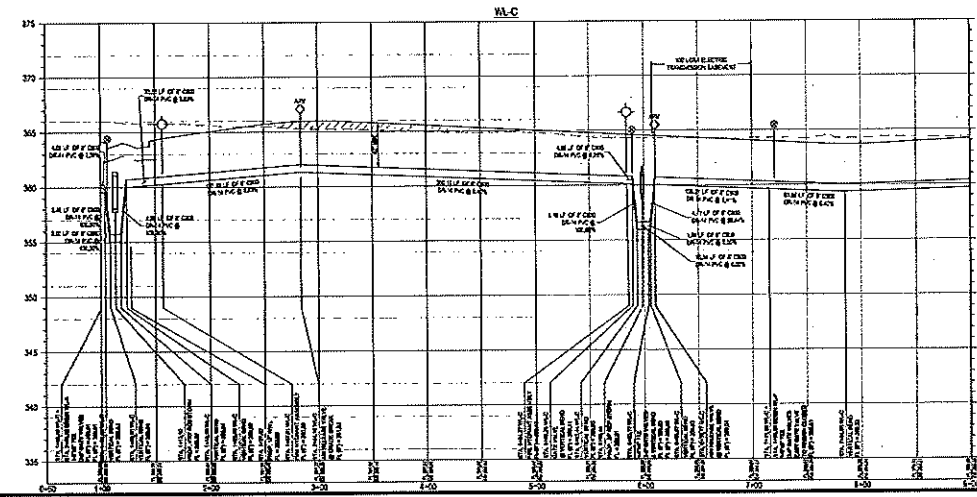
NO.	DESCRIPTION	DATE
1	DESIGNED BY	5/22/1992
2	CHECKED BY	5/22/1992
3	APPROVED BY	5/22/1992
4	DATE	5/22/1992
5	SCALE	1" = 60'
6	SHEET NO.	11 OF 12

**BASTROP GROVE, PHASE I
BASTROP, TEXAS
OVERALL WATER PLAN**





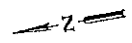
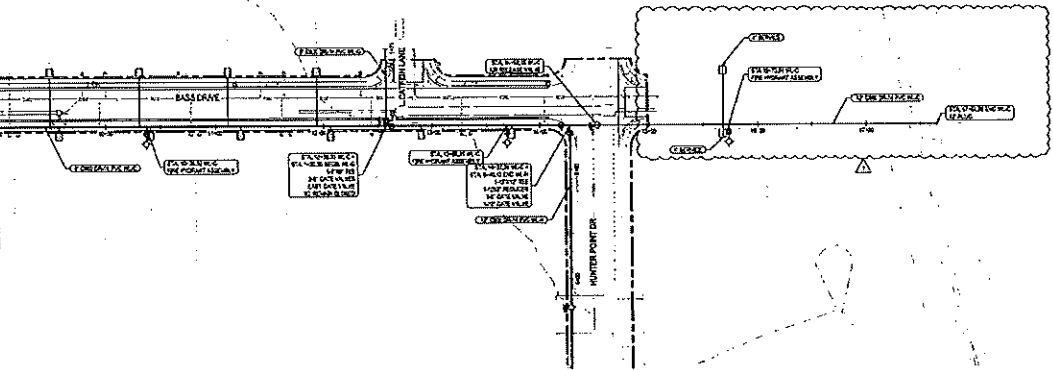
- LEGEND**
- PROPERTY BOUNDARY
 - EXISTING MUD COLLECTION
 - EXISTING WATER MAIN
 - EXISTING GAS MAIN
 - EXISTING EASEMENT
 - EXISTING DRIVE
 - EXISTING SIDEWALK
 - EXISTING CURB
 - EXISTING PAVEMENT
 - EXISTING CONCRETE
 - EXISTING ASPHALT
 - EXISTING GRAVEL
 - EXISTING SAND
 - EXISTING DIRT
 - EXISTING VEGETATION
 - EXISTING TREES
 - EXISTING UTILITIES
 - EXISTING STRUCTURES
 - EXISTING FENCES
 - EXISTING SIGNAGE
 - EXISTING LIGHTING
 - EXISTING SECURITY
 - EXISTING SAFETY
 - EXISTING HEALTH
 - EXISTING ENVIRONMENT
 - EXISTING SOCIETY
 - EXISTING CULTURE
 - EXISTING ECONOMY
 - EXISTING POLITICS
 - EXISTING RELIGION
 - EXISTING ARTS
 - EXISTING RECREATION
 - EXISTING EDUCATION
 - EXISTING SCIENCE
 - EXISTING TECHNOLOGY
 - EXISTING INNOVATION
 - EXISTING LEADERSHIP
 - EXISTING TEAMWORK
 - EXISTING COMMUNICATION
 - EXISTING COOPERATION
 - EXISTING COMPASSION
 - EXISTING RESPECT
 - EXISTING INTEGRITY
 - EXISTING HONESTY
 - EXISTING COURAGE
 - EXISTING PERSEVERANCE
 - EXISTING PATIENCE
 - EXISTING KINDNESS
 - EXISTING GENTLENESS
 - EXISTING MERCY
 - EXISTING GRACE
 - EXISTING PEACE
 - EXISTING JOY
 - EXISTING LOVE



- PROFILE LEGEND**
- EXISTING GROUND SURFACE
 - PROPOSED ROAD GRADE
 - PROPOSED WATER MAIN
 - PROPOSED SEWER MAIN
 - PROPOSED GAS MAIN
 - EXISTING UTILITY
 - EXISTING STRUCTURE
 - EXISTING FENCE
 - EXISTING SIGNAGE
 - EXISTING LIGHTING
 - EXISTING SECURITY
 - EXISTING SAFETY
 - EXISTING HEALTH
 - EXISTING ENVIRONMENT
 - EXISTING SOCIETY
 - EXISTING CULTURE
 - EXISTING ECONOMY
 - EXISTING POLITICS
 - EXISTING RELIGION
 - EXISTING ARTS
 - EXISTING RECREATION
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 - EXISTING RESPECT
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 - EXISTING HONESTY
 - EXISTING COURAGE
 - EXISTING PERSEVERANCE
 - EXISTING PATIENCE
 - EXISTING KINDNESS
 - EXISTING GENTLENESS
 - EXISTING MERCY
 - EXISTING GRACE
 - EXISTING PEACE
 - EXISTING JOY
 - EXISTING LOVE

DATE	10/15/2010
BY	DL
CHECKED BY	DL
SCALE	1" = 42'
PROJECT NO.	1000-9-400
DATE	10/15/2010
BY	DL
CHECKED BY	DL
SCALE	1" = 42'
PROJECT NO.	1000-9-400
BASTROP GROVE, PHASE I BASTROP, TEXAS W-C PLAN AND PROFILE (1000-9-400)	
8421 12 OF 72	

MATCHLINE STA. 8+00 - SEE SHEET 49



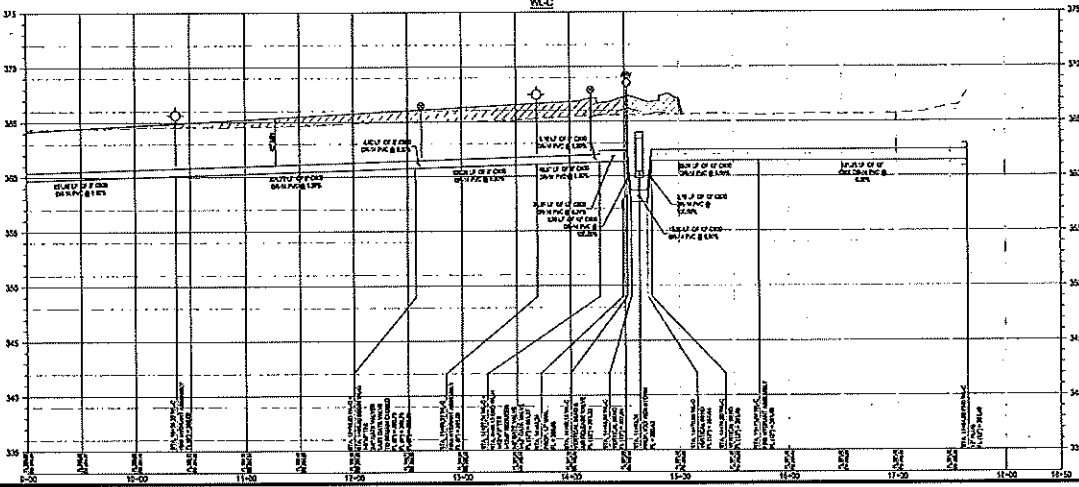
SCALE 1" = 40'

- LEGEND**
- PROPERTY BOUNDARY
 - - - - - EXISTING WATER MAIN/VALVE
 - - - - - PROPOSED WATER MAIN/VALVE
 - WATER METER
 - WATER METER SERVICE
 - WATER METER SERVICE
 - WATER METER SERVICE
 - WATER METER SERVICE
 - WATER METER SERVICE
 - WATER METER SERVICE
 - WATER METER SERVICE
 - WATER METER SERVICE

- PROFILE LEGEND**
- - - - - PROPOSED WATER LINE
 - - - - - FINISHED DRIVE
 - - - - - EXISTING
 - - - - - EXISTING DRIVE
 - - - - - PROPOSED WATER LINE
 - WATER METER
 - WATER METER SERVICE
 - WATER METER SERVICE
 - WATER METER SERVICE

* ALL SIZES SYMBOLS ARE NOT TO SCALE AND ARE ONLY SHOWN FOR ILLUSTRATION PURPOSES.

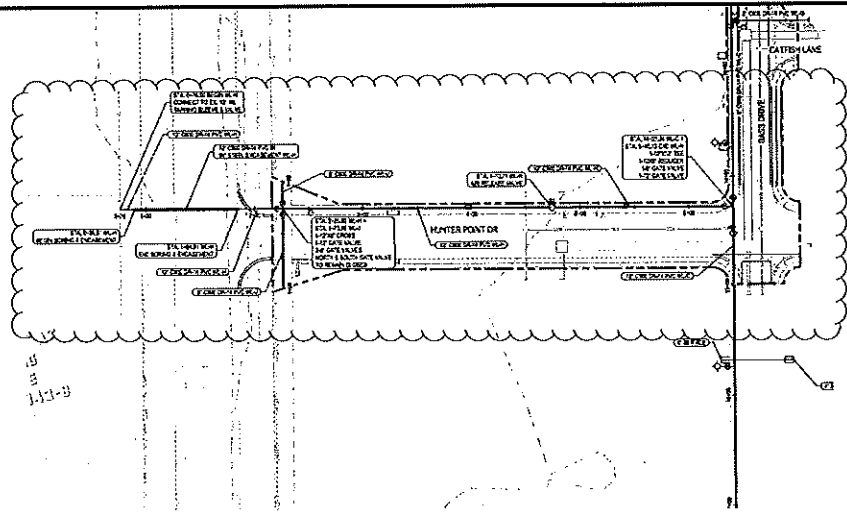
W-L-C



NO.	DATE	DESCRIPTION

BGE
BASTROP GROVE, PHASE I
BASTROP, TEXAS
W-L-C PLAN AND PROFILE
(8+00 TO END)

PROJECT NO. 12-220
DATE 12/11/12
SHEET 53 OF 72

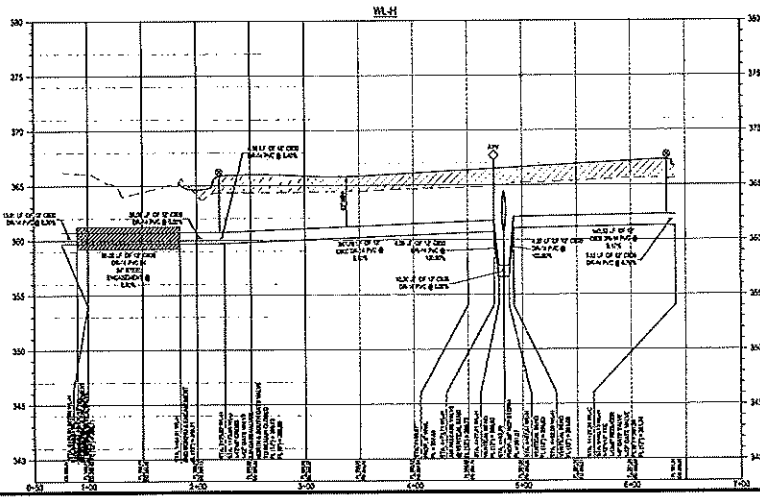


SCALE: 1" = 40'

- LEGEND**
- PROPERTY BOUNDARY
 - EXISTING MAJOR CONDUIT
 - PROPOSED MAJOR CONDUIT
 - FIRE HYDRANT
 - GATE VALVE
 - WATER METER
 - AIR RELEASE VALVE
 - WATER LIFT
 - SOIL WATER EXPOSURE
 - SOIL WATER EXPOSURE

* ALL WATER ELEVATIONS ARE NOT TO SCALE AND ARE ONLY SHOWN FOR ILLUSTRATION PURPOSES.

13-3



- PROFILE LEGEND**
- PROPOSED DITCH
 - EXISTING DITCH
 - EXISTING DITCH
 - PROPOSED WATER LINE
 - FIRE HYDRANT
 - GATE VALVE
 - WATER METER
 - AIR RELEASE VALVE
 - WATER LIFT

* ALL WATER ELEVATIONS ARE NOT TO SCALE AND ARE ONLY SHOWN FOR ILLUSTRATION PURPOSES.

NO.	DATE	DESCRIPTION

BGE

BASTROP GROVE, PHASE I
BASTROP, TEXAS
W-L-1 PLAN AND PROFILE
(1+00 TO END)

EXHIBIT B: Construction Costs of the MAIN.

Bastrop Grove Phase 1A 12-inch Upsize of Waterline Cost				
Description	Quantity	Unit	Unit Price	Total Cost
Original Design (8-inch Deduct)				
18-inch Bore for 8-inch WL	80	LF	\$ 450.00	\$ (36,000.00)
8-inch Waterline	711	LF	\$ 41.00	\$ (29,151.00)
8-inch Gate Valve	2	EA	\$ 1,575.00	\$ (3,150.00)
Tie to Existing with Tap Sleeve	1	EA	\$ 5,750.00	\$ (5,750.00)
Subtotal Deduct				\$ (74,051.00)
12-inch Upsize Costs				
24-inch Bore for 12-inch WL	95	LF	\$ 640.00	\$ 60,800.00
12-inch Waterline	920	LF	\$ 88.00	\$ 80,960.00
12-inch Gate Valve	2	EA	\$ 3,350.00	\$ 6,700.00
Tie to Existing with Tap Sleeve	1	EA	\$ 12,500.00	\$ 12,500.00
Subtotal Additional Cost				\$ 160,960.00
Cost Incurred by Lennar for Upsize				\$ 86,909.00