

UTILITY SERVICE
MEMORANDUM OF UNDERSTANDING

STATE OF TEXAS

§

COUNTY OF BEXAR

§

§

This Utility Service Memorandum of Understanding ("MOU") is entered into by and between the San Antonio Water System ("SAWS") and City of San Antonio ("Developer" or "City") together the Parties ("Parties").

Recitals

Whereas, Developer has requested that SAWS provide Water and Wastewater service (the "Services") to an approximate 174.25-acre tract of land, (the "SAT Ground Load Facility Tract" or "Tract"), which is located inside SAWS water CCN, inside SAWS wastewater CCN, and does not require SAWS' financial participation in the development of infrastructure through oversizing or impact fee credits, therefore, Board action is not required; and

Whereas, the Tract is not located over the Edwards Aquifer Recharge or Contributing Zone, which is not located within the 5-mile Awareness Zone of Camp Bullis, such Tract being more particularly described in Attachment VI hereto, as accepted by SAWS;

Whereas, SAWS desires to provide the Services to the Developer pursuant to this MOU, the SAWS Utility Service Regulations, and all applicable local, state, and federal regulations, as amended; and

Whereas, the City will construct utility infrastructure that is necessary for SAWS to provide retail water and sewer services to the Developer; and

Whereas, Developer agrees to dedicate, grant, and convey to SAWS all rights, title and interest therein in so that such infrastructure shall be owned, operated and maintained by SAWS; and

Whereas, Developer desires to grant SAWS the joint use of land housing the utility infrastructure to allow SAWS to access, operate, and maintain the aforementioned infrastructure pursuant to the terms of the Joint Use Agreement set out in Attachment IX; and

Whereas, in order for SAWS to set-aside capacity and ultimately guarantee that capacity to the Developer's Tract, then the Developer must comply with the terms and conditions of this MOU, however, nothing in this MOU requires the Developer to actually develop their Tract or construct any infrastructure that is not directly related to SAWS' ability to provide Services to the Developer's Tract;



Now Therefore, The Parties Hereto Agree To The Following Terms and Conditions:

1.00 Interpretation of MOU.

1.01 The Parties acknowledge that the Services contemplated by this MOU shall be provided in accordance with the SAWS Utility Service Regulations, Design Criteria, Schedules, Attachments and Instruments thereto, as amended (together "USR"). In the event the specific terms of this MOU are in conflict with the USR, the specific terms of this MOU shall apply. The above notwithstanding, for the specific conflicting terms to prevail, the conflict must be expressly noted in the MOU. The Parties further acknowledge that this MOU is subject to future acts of the City Council of the City of San Antonio with respect to the adoption or amendment of impact fee ordinances/resolutions.

1.02 The Parties agree that the purpose of this MOU is the reservation of the designated water supply and /or wastewater discharge capacity for the Tract. Any rights that the Developer claims arise under Chapter 245, Texas Local Government Code, that are related to this MOU shall comply with the Unified Development Code Article IV, Division 1, Chapter 35-410 and applicable requirements in Article VII, Division 2 *Vested Rights*. If Developer intends to rely on this USA as its application for the purposes of vested rights under Chapter 245, then please contact Development Services Department, Land Entitlement team at 210-207-1111 or 1901 S. Alamo, San Antonio, TX. 78204. In no event shall the Utility Service Regulations replace or conflict with the City's Unified Development Code, Article IV, Division 1, Chapter 35-410 and applicable requirements in Article VII, Division 2 *Vested Rights*.

1.03 The Parties acknowledge that the Developer, which herein is the City of San Antonio, has accepted financial assistances from the Federal Aviation Administration through various airport development grant programs the acceptance of which obligates the Developer to adhere to certain grant assurances per 49 U.S.C. §47101, et seq. ("Grant Assurances"). The Parties hereby agree that should the requirements imposed upon Developer pursuant to such Grant Assurance come into conflict with the requirements of this MOU, the Parties will work diligently to resolve such conflict.

2.00 Obligation Conditioned.

The obligation of SAWS to provide the Services is conditioned upon present rules, regulations and statutes of the United States of America and the State of Texas and any court order that directly affects the SAWS' Regional Water Production and Distribution System and/or Regional Wastewater Transportation and Treatment System and/or the utility infrastructure directly servicing the Tract. Developer acknowledges that if the rules, regulations and statutes of the United States of America and/or the State of Texas that are in effect upon the execution date of this MOU are repealed, revised or amended to such an extent that SAWS becomes incapable of, or prevented from, providing the Services, then no liability of any nature is to be imposed upon SAWS as a result of SAWS' compliance with such legal or regulatory mandates. SAWS agrees that it will use its best efforts to prevent the enactment of such legal or regulatory mandates.

3.00 Term.

3.01 The term of this MOU shall be seven (7) years from the Effective Date if the Developer complies with the requirements set out in G.C. 19.00 (attached) within the time period therein stated. This MOU shall automatically expire if Developer fails to comply with the requirements of G.C. 19.00 within the time period therein provided. The term of this MOU may be extended to fifteen (15) years from the Effective Date, if Developer complies with the requirements to extend the term set forth in G.C. 19.00 within the time period therein stated. Certain obligations of SAWS (described in Section 3.03 below) may survive the expiration of the term of this MOU, to the extent that Developer has (i) paid all applicable impact fees for the Services at the then-current rate, and (ii) complied with all On-Site and Off-Site utility infrastructure requirements of this MOU (described in the Special Conditions), including over-sizing requirements.

3.02 To the extent that SAWS' obligations do not survive the expiration of this MOU, Developer understands and agrees that a new Utility Service MOU must be entered into with SAWS to receive the Services for the development project that is the subject of this MOU.

3.03 To the extent that Developer timely pays all applicable impact fees and complies with all On-Site and Off-Site utility infrastructure requirements prior to the expiration of this MOU, the following obligations will survive expiration of this MOU:

- (i) SAWS' recognition of the EDUs referenced as the subject of this MOU as Guaranteed Capacity.
- (ii) SAWS' continued recognition of impact fee credits previously earned by the Developer pursuant to Sections 15.8 and 15.9 of the USR.
- (iii) SAWS' continued provision of the Services to retail customers located in the Tract, so long as such customers pay for the services and comply with the regulations applicable to individual customers.

4.00 Entire Agreement.

The following documents attached hereto and incorporated herein are as fully a part of this MOU as if herein repeated in full, together with this MOU, comprise the MOU in its entirety:

Attachment I:	General Conditions
Attachment II:	Special Conditions
Attachment III:	Description of Proposed Water and/or Wastewater Infrastructure
Attachment IV:	Board Summary & Recommendation and Resolution (if necessary)
Attachment V:	Developer Water and/or Wastewater Master Plan (if necessary)
Attachment VI:	Engineering Study Including Description of the Tract
Attachment VII:	Lift Station & Force Main Supplemental Agreement (if necessary)
Attachment VIII:	Water Recycling and Conservation Plan (if necessary)
Attachment IX:	Joint Use Agreement

With the exception of Attachment IX –Joint Use Agreement, any of the above attachments that are created and submitted by the Developer as an attachment to this USA shall be limited to providing relevant engineering, planning or managing information for the purposes of setting aside or reserving water and/or wastewater service capacity as specified in the body of this USA, the General Conditions and the Special Conditions. Developer agrees that it will not attempt to rely on, and SAWS does not authorize, any of the contents of any attachments created and submitted by the Developer as a basis for claiming rights under Chapter 245 of the Texas Local Government Code, except as specifically required by Section 1.02 of this USA.

Developer understands that this MOU, including, its General Conditions, Special Conditions and Attachments, is subject to the Texas Public Information Act; and, therefore, agrees that it will not claim that any of the information contained herein is subject to any third party exception under that Act.

5.00 Developer's Obligations.

The Developer acknowledges and agrees that the capacity provided by this MOU runs with the land and shall be an appurtenance to the Tract. The Developer acknowledges that recordation of this MOU in the Real Property Records of the County in which the Tract is located within three (3) years of the Effective Date of this MOU is required; otherwise, this MOU will automatically terminate. Developer shall record the MOU and the delivery of a recorded copy to the Director within three (3) years of the Effective date of this MOU or before any transfer of property or EDUs as specified in G.C. 20.00, whichever is sooner, is required. The Developer shall maintain records of EDU's remaining on the Tract pursuant to the approved Developer Master Plan. Developer shall provide SAWS with such records upon SAWS written request.

6.00 EDU Capacity Reserved for Developer.

Developer shall not sale, transfer or assign any of the EDU capacity identified and reserved under this MOU to any other party or tract. SAWS shall not be responsible for reserving any water or sewer EDU capacity that is identified in this MOU, or guaranteeing such service capacity, to any other party or tract.

7.00 Notices.

Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

IF TO SAN ANTONIO WATER SYSTEM:

SAN ANTONIO WATER SYSTEM

POST OFFICE BOX 2449

SAN ANTONIO, TEXAS 78298-2449

ATTN: TRACEY B. LEHMANN, P.E., SENIOR DIRECTOR, DEVELOPMENT ENGINEERING

Utility Service Agreement

USA-36978 SAT Ground Load Facility

01/09/25, Page 4 of 7

Preparer's Initials 

IF TO DEVELOPER:

City of San Antonio

10100 Reunion Place, Suite 300

San Antonio, Texas 78216 Attn:

Samuel Rodriguez

8.00 Severability.

If for any reason any one or more paragraph of this MOU are held legally invalid, such judgment shall not prejudice, affect impair or invalidate the remaining paragraphs of the MOU as a whole, but shall be confined to the specific sections, clauses, or paragraphs of this contract held legally invalid.

9.00 Effective Date.

The Effective Date of this MOU shall be the date signed by the authorized representative of the San Antonio Water System.

10.00 Ownership.

By signing this MOU the Developer represents and warrants that it is the owner of the Tract or has the authority of the Tract owner to develop the area. Any misrepresentation of authority or ownership by Developer shall make this MOU voidable by SAWS. If the Developer does not own the Tract, then the Developer must provide documentation from the owner of the Tract to show that Developer has the proper authority to develop the Tract.

ACCEPTED AND AGREED TO IN ALL THINGS:

San Antonio Water System

Developer

Signature: _____

Signature: _____

Print Name: Juan D. Gomez, Ph.D., P.E.

Print Name: _____

Title: Vice President, Engineering & Construction

Title: _____

Date: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS, COUNTY OF BEXAR

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

(seal)

Notary Public

STATE OF TEXAS, COUNTY OF BEXAR

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and that he has executed the same as _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

(seal)

Notary Public

Utility Service Agreement
USA-36978 SAT Ground Load Facility
01/09/25, Page 7 of 7

Preparer's Initials

fm

ATTACHMENT I
GENERAL CONDITIONS OF THE UTILITY SERVICE MEMORANDUM OF
UNDERSTANDING

G.C.1.00 Definitions.

G.C.1.01 Developer.

Owner of the tract, his subsequent purchasers, successors, and/or assigns.

G.C.1.02 Director of Development Engineering.

The Director of Development Engineering of the San Antonio Water System or his/her designated representative.

G.C. 1.03 Definition of Terms.

Unless defined in the Utility Service Memorandum of Understanding (the "MOU"), the terms used in this General Conditions of the Memorandum of Understanding (the "General Conditions") shall have the same definitions and meaning as those set out in Chapter 2, Definitions, of the Utility Service Regulations ("USR"). In the event a term is specifically defined in the General Conditions, and the definition is in conflict with that found in the USR, and such conflict is acknowledged in the General Conditions, the definition set out in the General Conditions shall apply.

G.C.2.00 Required Submittals.

If determined to be necessary by the Director of Development Engineering ("Director"), the Developer hereby agrees to submit the following documents prior to the execution of the MOU: Developer Master Plan, Developer Utility Layout, Water Recycling and Conservation Plan, and Engineering Report. The Parties agree that such documents are included instruments to the MOU. The submittal of such documents is a condition precedent to plat recordation and initiation of Services. Developer shall modify such documents as may be reasonably required by the Director. Such documents shall be updated as required by the Director and the USR.

G.C.3.00 Dedication to SAWS.

The Developer agrees to dedicate, grant, and convey to SAWS all rights, title and interest of Developer in both the Off-Site and On-Site utility infrastructure that the Developer is required to construct under the Special Conditions of the Utility Service Memorandum of Understanding (the "Special Conditions"), and to dedicate, grant, and convey to SAWS a joint use to the utility infrastructure depicted in Attachment III – Description of Proposed Water and/or Wastewater Infrastructure ("Joint Use") in accordance with the Joint Use Agreement (JUA) set out in Exhibit X. Developer grants to SAWS the Joint Use for the limited purpose of utilizing and /or occupying the land housing the aforementioned utility infrastructure and the right of entry by SAWS and/or its agents, employees and contractors to enter the for the purpose of constructing, operating,

repairing, adding, removing, inspecting and maintaining the utility infrastructure set out in Attachment III and all necessary and desirable improvements and appurtenances associated therewith.

Such JUA does not constitute a conveyance or release of any real property rights held by City.

Developer does convey to SAWS, upon written acceptance of Off-Site and On-Site utility infrastructure by SAWS, all rights and title to the utility infrastructure depicted in Attachment III which infrastructure shall be owned, operated and maintained by SAWS.

G.C.4.00 Design and Construction Requirements.

The design and construction of all Off-Site and On-Site utility infrastructure shall, at a minimum, comply with the requirements established by SAWS, including the USR, the City of San Antonio, the County of Bexar, the State of Texas, and any agency thereof with jurisdiction, including but not limited to the Texas Commission on Environmental Quality and the Texas Department of Health. Off-Site and On-Site utility infrastructure shall be constructed under the inspection of SAWS. Provision of the Services to the Tract shall not commence until the Director has accepted and approved Off-Site and On-Site utility infrastructure in writing.

G.C.5.00 Joint Venture Agreements.

In the event the Developer enters into a Joint Venture Agreement covering the costs for supplying the Services to the Tract, the Developer shall send a copy of such agreement to the attention of the Director.

G.C.6.00 Assignment.

This MOU may not be assigned in whole or in part.

G.C.7.00 Event of Foreclosure.

In the event Developer's interest in the Tract described in Attachment VI are extinguished by an act of foreclosure, and the foreclosing party has supplied sufficient evidence to SAWS that they are the successor in interest to the Tract as a result of such foreclosure, and that there are no lawsuits pending concerning the Tract, SAWS shall consider the foreclosing party a successor in interest if the foreclosing party executes a utility service agreement with SAWS after the Director determines that the execution of such an agreement will not be adverse to SAWS' interest.

G.C.8.00 Payment for Provision of Utility Service.

In the event payment for the Services provided to a subdivision plat within the Tract is not billed by SAWS, the amount of the monthly fees for the provision of the Services will be those charged to the various customer classifications as set by City Ordinances, with the billing and collection thereof on behalf of SAWS, being the responsibility of the billing utility purveyor. To facilitate this arrangement, Developer is to insert into any utility agreement with whatever utility purveyor is to bill for utility services to a subdivision plat within the Tract, a provision requiring said

purveyor to enter into a Contract with SAWS to bill and collect SAWS' monthly utility services fees and transmit said fees to SAWS. The billing utility purveyor shall advise customers that delinquent non-payment of any of SAWS' fees will result in interruption and/or termination of the Services provided by SAWS, in accordance with applicable interruption and termination policies and procedures, as amended. SAWS shall not be obligated to provide the Services to any plat within the Tract unless and until the utility purveyor has executed a contract with SAWS to provide for the billing and collection of the Services provided by SAWS.

G.C.9.00 Oversizing.

Developer must pay for all mains and other utility facilities needed to serve the Tract. SAWS may require the installation of oversized water mains and wastewater mains and related facilities. SAWS' requirements for over- sizing, if any, are set forth in the Special Conditions.. Contracts for the construction of oversized facilities must be competitively bid as required by law. All oversizing shall be done in accordance with the USR.

G.C.10.00 Off-Site /On-Site Facilities.

Developer shall construct and install all required Off-Site and On-Site utility infrastructure in accordance with the USR and Special Conditions, at no cost to SAWS. Any specific requirements related to the facilities are set forth in the Special Conditions.

G.C.11.00 Impact Fee Payment.

Developer agrees that the MOU does not constitute an assessment of impact fees. Developer agrees to pay all applicable impact fees at the time and in the amount prescribed by ordinance or resolution of the City Council of the City of San Antonio and the USR, as amended. An estimate of the impact fees for the development Tract is provided in the Special Conditions. The estimate does not constitute an assessment of impact fees, and the amount of impact fees is subject to change by the City Council of the City of San Antonio as provided by law.

G.C.12.00 SAWS' Obligation to Supply Service.

To the extent that Developer pays all applicable impact fees and complies with all Off-Site and On-Site utility infrastructure requirements necessary to provide Services to the Developer's Tract, Developer shall be entitled to the permanent use and benefit of the Services and is entitled to receive immediate service from any existing facilities with actual capacity to serve the development for which impact fees were paid, subject to compliance with other valid regulations. If, after collecting the impact fees, there is no actual capacity in existing facilities to provide the Services, SAWS will provide the Services within a reasonable period of time not to exceed five (5) years, as prescribed by Chapter 395 of the Local Government Code, as amended. In the event Services are required by Developer earlier than the five (5) year period, Developer and SAWS may agree that Developer may construct or finance the capital improvements or facility expansions required to provide Services, and the costs incurred or funds advanced will be credited against impact fees otherwise due from the new development or reimbursed to Developer from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to Developer at the time the other new

development records it plat.

G.C.13.00 Facility Design and Construction.

The Developer shall design and construct all On-Site and Off-Site utility infrastructure necessary to provide Services to the Developer's Tract and described in the Special Conditions, including any oversizing, in accordance with the USR and all applicable local, state and federal requirements. Developer further recognizes that SAWS' approval in all respects as to facility right-of-way adequacy, location, size, grade and invert elevation is a condition precedent to any further obligation of SAWS. Specific design and construction requirements are set forth in the Special Conditions.

G.C.14.00 Use of Capacity by SAWS.

Developer understands that capacity in Off-Site and On-Site utility infrastructure necessary to provide Services to the Developer's Tract resulting from the MOU for the Tract may be utilized by SAWS for other tracts requesting service from SAWS. SAWS shall keep accurate records of the capacity provided to the Tract under the MOU, whether Set-Aside or Guaranteed Capacity, and in no event will Developer be denied capacity as a result of SAWS' utilization of such capacity for another tract. Set-Aside capacity shall not survive the expiration of the MOU.

G.C.15.00 Utility Master Plan Requirements.

The Developer will prepare a utility master plan, which details the water and/or wastewater systems for the Tract pursuant to the USR, as amended.

G.C.16.00 Phased Utility Master Plans.

If the Developer's water and/or wastewater systems are to be installed in phases or units, the Developer shall submit overall utility master plans to SAWS for review and approval. The overall utility master plan(s) shall be submitted before the first construction phase is submitted for plat approval. The overall utility master plan(s) shall show the development phases or units including the sequence and a timetable for build-out. The Developer shall also provide SAWS with a digital version of the proposed recorded plat, as submitted for plat recordation in a format acceptable to SAWS, for each phase or unit of the development project.

G.C.17.00 Conformance of Plans to Utility Master Plan.

All water and wastewater system facilities to serve the Tract shall be designed and constructed in conformance with the approved utility master plan. Changes in the water and wastewater system design shall be resubmitted to SAWS for written approval.

G.C.18.00 Timing Requirements for Submission of Plans.

Developer shall have three (3) years from the Effective Date of the MOU to complete and submit the required utility master plan and to start construction of the Off-Site and On-Site utility infrastructure necessary to provide Services to the Developer's Tract and described in the Special

Conditions. Developer agrees that the MOU for the provision of Services shall automatically expire if Developer has not submitted a utility master plan and started construction of required Off-Site and On-Site utility infrastructure within three (3) years of the Effective Date of the MOU, and a new request for the Services must be submitted to SAWS, which SAWS will grant based on then existing policies and regulations. In the event Developer meets the above-mentioned requirements within the three (3) year period provided, the MOU shall remain in effect for seven (7) years from the Effective Date. If Developer submits a revised Utility Master Plan in accordance with the USR prior to the expiration of the seven (7) year period, the MOU for the provision of Services may be extended to a maximum term of fifteen (15) years from the Effective Date.

G.C. 19.00 EDU Transfers.

The transfer of EDU capacity to other parties or outside the original boundaries of this Utility Service MOU will not be allowed. The San Antonio Water System considers this MOU to run with the land; however, EDU capacity transfers to subdivided tracts within the Tract of this MOU are the responsibility of the Developer and approval of such transfers is not required by the San Antonio Water System. The Developer shall maintain an accounting of the EDU capacity that is used by the Developer.

In no event will the System be responsible to 3rd parties for providing water supply or wastewater discharge capacity beyond the total EDU capacity identified in this MOU for the Tract. Developer expressly disclaims, releases and holds harmless SAWS from any liability, damages, costs or fees.

G.C. 20.00 Camp Bullis Awareness Zone.

In the event that the Tract is located within, or partially within, the Camp Bullis Awareness Zone, the Developer acknowledges that certain lighting regulations may apply within at least a 3-mile radius of Camp Bullis, commonly referred to as down-lighting or dark sky lighting, and Developer will comply with those regulations. Developer agrees to comply with any local, state or federal law, rule or regulation related to the protection of the environment or endangered species, including but not limited to, any site assessments or surveys and notice to the United States Fish & Wildlife when required by law, rule or regulation. Developer acknowledges that any required assessment, survey or notice shall be current or updated as may be required by law, rule or regulation.

G.C. 21.00 Written Project Information.

The project associated with this Utility Service MOU is described in the forms submitted by the applicant including but not limited to 1) a cover sheet clearly stating "USA Request" and the project name; 2) the Engineering Report; and 3) a legal description, metes and bounds description, or Master Development Plan (MDP), subdivision plat, or similar document of the Tract.

ATTACHMENT II
SPECIAL CONDITIONS OF THE
UTILITY SERVICE MEMORANDUM OF AGREEMENT
WATER SERVICE

S.C.1.00 Tract Location and Ultimate Demand.

SAT Ground Load Facility, a 174.25-acre tract inside the City of San Antonio limits, is located east of the US Hwy 281 N and Dee Howard Way intersection, as shown in Attachment VI (the "Tract"). The Tract is not located over the Edwards Aquifer Recharge or Contributing Zone and is not located within the 5-mile Awareness Zone of Camp Bullis. The proposed Tract is located inside SAWS' water CCN, inside SAWS' wastewater CCN and does not require SAWS' financial participation in the development of infrastructure through oversizing or impact fee credits, therefore, Board Action is not required.

The ultimate demand from the proposed development, on SAWS' water infrastructure, shall not exceed 62 equivalent dwelling units (EDUs) of water supply.

S.C.2.00 Infrastructure Requirements.

Water Supply to the Tract will be from Pressure Zone (PZ) 994. The flow capacity of a 12-inch main is required to supply water to the 174.25-acre Tract, in conformance with SAWS' Utility Service Regulations (USR).

As determined by SAWS' Development Engineering Department, the Developer may be required to cap, abandon, or loop any existing on-site mains to ultimately eliminate all dead-ends mains, as shown in Attachment III.

The Developer shall construct a 12-inch main from the existing 12-inch main (Job No. 80-5252), to the existing 12-inch main (Job No. 99-5036) located along Dee Howard Way. The Developer shall then construct a 12-inch main from the existing 12-inch main (Job No. 99-5036) located along Dee Howard Way, to the existing 8-inch main (Job No. 07-1103), as shown in Attachment III.

The Developer shall then connect services to the proposed 12-inch mains and/or the existing 12-inch main (Job No. 99-5036) south of Dee Howard Way.

S.C. 3.00 SAWS Master Plan and Oversizing Requirements.

N/A

S.C.4.00 Impact Fee Credit Eligibility.

N/A



S.C.5.00 Engineering Study Report and/or Pro-Rata Refund Eligibility.

The engineering study report "SAT Ground Load Facility, Utility Service MOU Engineering Report", by Kimley-Horn & Associates, Inc., dated October 2024 is included as Attachment VI.

S.C.6.00 Developer On-Site and/or Off-Site Requirements.

The Developer shall acquire any right-of-way or easements, and install all On-Site and Off-Site utility infrastructure required to serve the Tract in accordance with SAWS' USR, solely at the Developer's cost, unless otherwise stated in S.C.3.00 or S.C.4.00. Other On-Site requirements within the Tract will be determined at such time as the engineer submits an overall Utility Master Plan, and any subsequent revisions, for the Tract.

S.C.7.00 Requirement to Install Approved Pressure Regulators and/or Booster Pumps.

The entire Tract is below ground elevation of 809 feet where the static pressure will theoretically exceed 80 psi. Any service connections within the Tract, at elevations lower than this ground elevation, shall require the installation of a Pressure Reducing Valve (PRV), on the customer(s) side of the meter, rated for a maximum working pressure of no less than 300 psi, prior to a SAWS meter being installed. Installation shall be in conformance with the current Plumbing Code with Local Amendments adopted by the City of San Antonio.

S.C.8.00 Time for Water Impact Fee Assessment and Payment.

Water Impact Fees will be assessed at the rates in effect at the time of plat recordation or the latest date allowed by law. Impact fees will be collected at either the time of plat recordation or connection to the SAWS' water system, at the discretion of the Developer.

S.C.9.00 Water Impact Fee Estimates Based Upon Current Charges.

Following is an estimate of impact fees for the provision of Services contemplated under the Agreement, which are based on current impact fee rates. This estimate shall not constitute an assessment of impact fees and impact fee rates are subject to change by the San Antonio City Council.

Type of Impact Fee	EDUs	\$/EDUs	Current Total
Flow Development	62	\$1,368	\$84,816
System Development Low	62	\$1,510	\$93,620
Water Supply	62	\$2,592	\$160,704
Total			\$339,140

S.C.10.00 Pro-Rata Charge Requirement.

Developer shall be required to pay a Pro-Rata Charge pursuant to the USR, as amended, prior to connection to the SAWS water system if Developer is tying into a main that is subject to a pro-rata refund.

SPECIAL CONDITIONS OF THE UTILITY SERVICE AGREEMENT

WASTEWATER SERVICE

S.C.1.00 Tract Location and Ultimate Demand.

SAT Ground Load Facility, a 174.25-acre tract inside the City of San Antonio limits, is located east of the US Hwy 281 N and Dee Howard Way intersection, as shown in Attachment VI (the "Tract") and lies within SAWS' Middle Collection and Treatment Area (MCTA). The Tract is not located over the Edwards Aquifer Recharge or Contributing Zone and is not located within the 5-mile Awareness Zone of Camp Bullis. The proposed Tract is located inside SAWS' water CCN, inside SAWS' wastewater CCN and does not require SAWS' financial participation in the development of infrastructure through oversizing or impact fee credits, therefore, Board Action is not required.

The ultimate demand from the proposed development, on SAWS' wastewater infrastructure, shall not exceed 60 equivalent dwelling units (EDUs) of wastewater discharge.

S.C.2.00 Infrastructure Requirements.

The Tract is situated within SAWS' Middle Collection and Treatment Area (MCTA) and lies within the Beitel Creek-Salado Creek and Panther Spring-Salado Creek Watershed. The capacity of an 8-inch gravity main at 0.40 percent minimum slope is required to provide wastewater service to the Tract, in conformance with SAWS' USR.

As determined by SAWS' Development Engineering Department, the Developer may be required to cap and abandon the existing on-site 10-inch gravity sewer main, as shown in Attachment III.

The Developer shall construct a 15-inch gravity sewer main from the existing 10-inch gravity sewer main (Job No. DJ-3621), to the existing 12-inch gravity sewer main (Job No. DJ-3621), as shown in Attachment III.

The Developer may connect a maximum of 60 EDUs of total capacity to the proposed 15-inch sewer main.

S.C.3.00 SAWS Master Plan and Oversizing Requirements.

N/A

S.C.4.00 Impact Fee Credit Eligibility.

N/A

S.C.5.00 Engineering Study Report and/or Pro-Rata Refund Eligibility.

The engineering study report "SAT Ground Load Facility, Utility Service Agreement Engineering Report", by Kimley-Horn & Associates, Inc., dated October 2024 is included as Attachment VI.

S.C.6.00 Developer On-Site and/or Off-Site Requirements.

The Developer will also be required to acquire any right-of-way and easements, install all On-Site and Off-Site utility infrastructure, and upgrade existing lift stations necessary to serve the Tract in accordance with SAWS' USR, solely at the Developer's cost, unless stated otherwise in S.C.3.00 or S.C.4.00. Other On-Site utility infrastructure requirements within the Tract will be determined at such time as the engineer submits an overall Utility Master Plan, and any subsequent revisions, for the Tract.

S.C.7.00 Lift Stations and Force Mains.

Lift stations and force mains are only allowed by prior written supplemental agreement with SAWS. Applicable fees, as set out in the supplemental agreement, must be paid in full prior to service connection. Whenever a lift station is proposed, a Present Value analysis of the lift station vs. gravity solutions, shall be included in the Engineering Report/Study in conformance with the requirements of SAWS' USR.

S.C.8.00 Time for Wastewater Impact Fee Assessment and Payment.

Wastewater Impact Fees will be assessed at the rates in effect at the time of plat recordation or the latest date allowed by law. Wastewater Impact Fees will be collected at either the time of plat recordation or connection to the SAWS wastewater system, at the discretion of the Developer.

S.C.9.00 Wastewater Impact Fee Estimates Based Upon Current Charges.

Following is an estimate of impact fees for the provision of Services contemplated under the MOU, which are based on impact fee rates in effect as of the Effective Date of the MOU. This estimate shall not constitute an assessment of impact fees and impact fee rates are subject to change by action of the San Antonio City Council as permitted by law.

Type of Impact Fee	EDUs	\$/EDUs	Current Total
Wastewater Collection Middle	60	\$2,792	\$167,520
Wastewater Treatment Clouse/Leon Creek	60	\$1,105	\$66,300
Total			\$233,820

S.C.10.00 Pro-Rata Payment Fee Requirement.

Developer shall be required to pay a pro-rata fee pursuant to the USR, as amended, prior to connection to the wastewater system, if Developer is tapping into a main that is subject to a pro-rata refund.

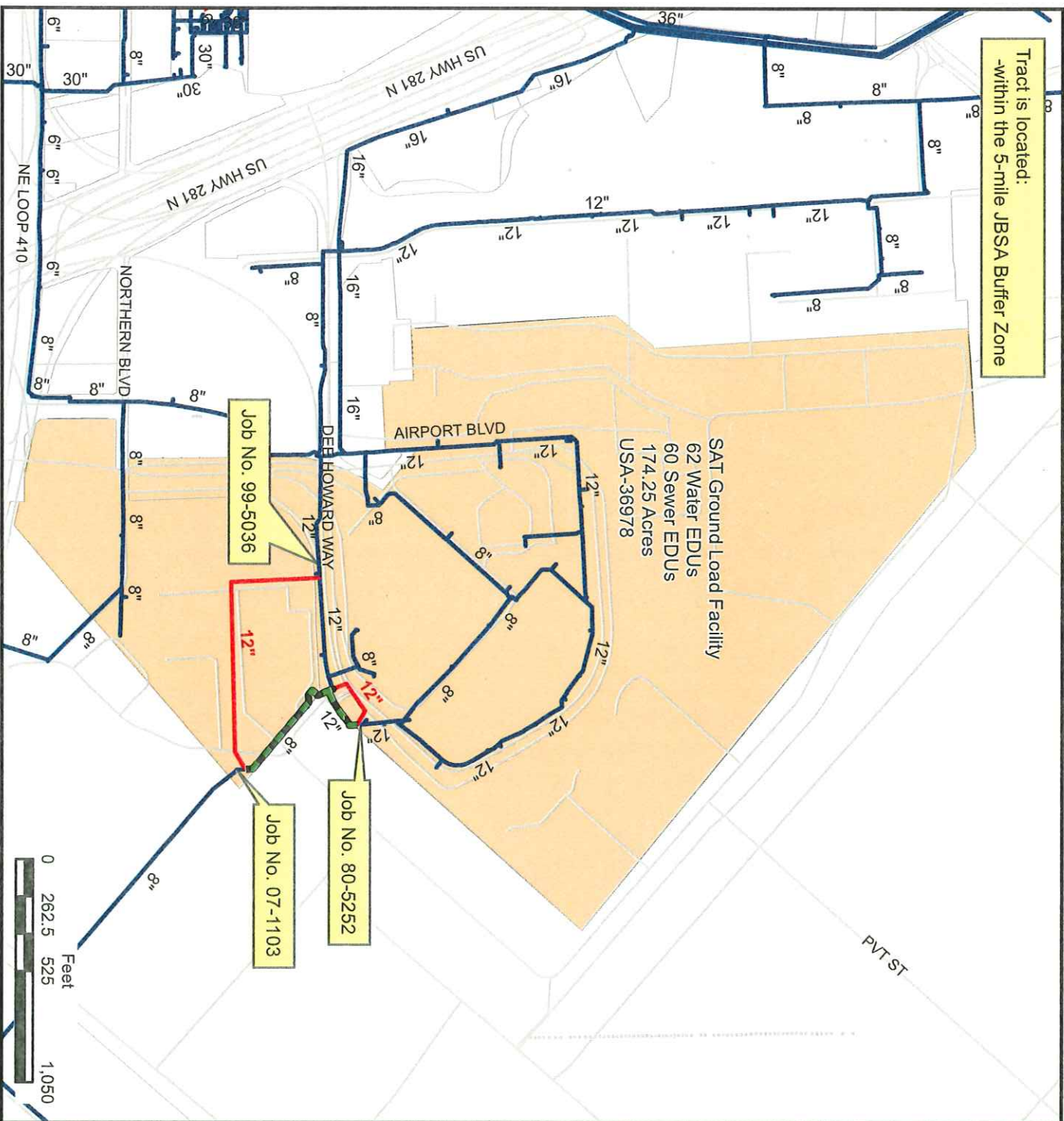
Special Conditions of USA
USA-36978 SAT Ground Load Facility
01/09/25, Page 5 of 5

Preparer's Initials LM

ATTACHMENT III

**DESCRIPTION OF PROPOSED WATER AND/OR WASTEWATER
INFRASTRUCTURE**

Tract is located:
-within the 5-mile JBSA Buffer Zone



Attachment III:
USA-36978
"SAT Ground Load Facility" Tract
Proposed Water Infrastructure Map
174.25 Acres



Legend

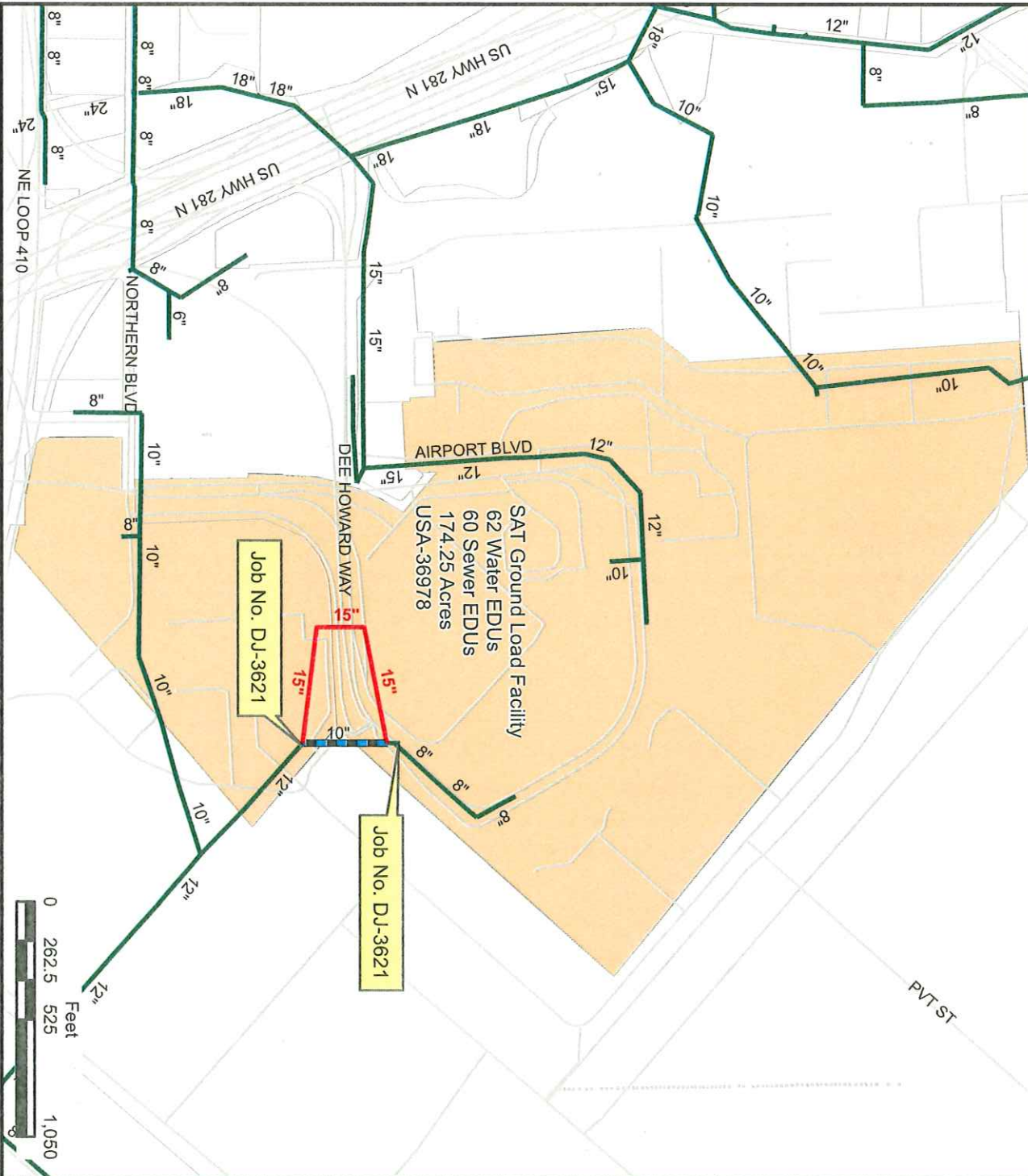
- Parcels
- USA Tract
- Existing Water Main
- Proposed Water Main
- Abandon Main

Project Location



SAWS UTILITY MAP DISCLAIMER
This utility map is for reference only. The information may not represent what actually has been constructed. The accuracy of the information shown on this map is not warranted. Any errors, omissions, or inaccuracies in this map regardless of how caused, field verification should be done as necessary. SAWS utility maps are not under any circumstances, be copied, reproduced, or published in any form or media, or transferred to another without the written permission of the San Antonio Water System (SAWS).

Tract is located:
-within the 5-mile JBSA Buffer Zone



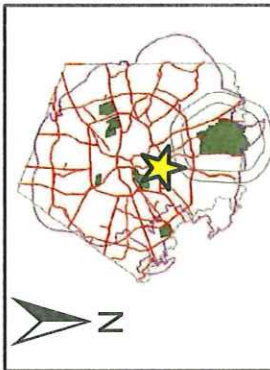
Attachment III:
USA-36978
"SAT Ground Load Facility" Tract
Proposed Sewer Infrastructure Map
174.25 Acres



Legend

- Parcels
- USA Tract
- Existing Sewer Main
- Proposed Gravity Sewer Main
- Abandon Main

Project Location



SAWS UTILITY MAP DISCLAIMER
This utility map is for reference only. The information may not represent what actually has been constructed. The accuracy of the information on this map, SAWS assumes no liability for any errors, omissions, or inaccuracies in the map regardless of how caused. Field verification should be done as necessary. SAWS utility map may not under any circumstances, be copied, reproduced or published in any form or media, or transferred to another without the written permission of the San Antonio Water System (SAWS).

ATTACHMENT IX

JOINT USE AGREEMENT

The City of San Antonio, hereinafter referred to as "City", issues this Joint Use Agreement ("JUA") to the San Antonio Water System, hereinafter referred to as "SAWS" or "Joint User", acting by and through their duly authorized representatives do hereby agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1. **FACILITIES/ACTIVITIES.** Joint User may utilize and/or occupy during the term of this JUA the City owned areas (collectively, the "Joint Use Area") set out in Attachment III of the Memorandum of Understanding entered into between City and SAWS on insert date (MOU) which Attachment III is incorporated herein for all purposes as if fully set forth.

2. **USE.** Joint User and/or its agents, employees and contractors may enter the Joint Use Area for the purpose of operating, repairing, adding, removing, inspecting and maintaining utility infrastructure that the City is required to construct under the Special Conditions of the MOU and all necessary and desirable improvements and appurtenances associated therewith (the "Improvements").

3. **TERM.** The term of this JUA shall begin upon City completion of, and SAWS acceptance of, the Improvements, and thereafter shall be of indefinite duration subject to rights of termination set out in this JUA.

4. **CONDITIONS.** As a condition of receiving the JUA, Joint User shall comply with each of the following conditions. Failure to comply with the conditions of this JUA is grounds for termination of this JUA.

- a. Once City transfers ownership of Improvements to Joint User pursuant to the terms of the MOU, Joint User shall retain ownership of any Improvements on the Joint Use Area and will operate and maintain said Improvements. NOTWITHSTANDING THE FOREGOING, City reserves for City, and City's successors and assigns, the right to continue to use and enjoy said Joint Use Area for all purposes which do not materially interfere with or interrupt its use by Joint User.
- b. This JUA cannot be assigned by Joint User except to a certificated utility provider succeeding to SAWS' water service in the area in which the Joint Use Area is located.
- c. Public Works Storm Water: An approved Floodplain Development Permit is required prior to the start of any construction. Joint User must comply with all applicable local (city and/or county), state and federal regulations. Prior to the start of any subsequent construction and/or improvements by SAWS be made in the Joint Use Area, all required studies, permits and fees must be submitted to and approved by all applicable local (city and/or county), state and federal governing bodies. City acknowledges that City has constructed the Improvements in compliance with all applicable local (city and/or county), state and federal regulations.
- d. CPS Energy – Gas Engineering: In the event of additional excavation, SAWS must call Texas 811 and verify that no gas facilities exist.
- e. SAWS assumes all risk of, and relieves City of, any and all liability for loss or damage to Improvements or property or facilities installed by SAWS subsequent to the initial construction of the Improvements by City and any other financial loss sustained by SAWS, except to the

extent caused by City.

- f. Joint User is solely responsible for obtaining any necessary permission from other owners or interest holders whose property will be used or impacted by Joint User's activities under this JUA.
- g. This JUA is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to Joint Use Agreements.

5. INCOMPATIBLE FACILITIES. By entering into this JUA, City does not waive its rights under City Charter Sec. 3, ROW Ordinance 93319 and subsequent amendments, City Code Chapter 29, Art. IV, or any other applicable City Charter or City Code provision or ordinance, including, but not limited to, COSA's right to reimbursement, under City Code, Sec. 29-110. Notwithstanding the foregoing, City represents that City is not aware of any present or anticipated incompatibility of the Improvements with current or planned City facilities.

6. INSURANCE. Prior to the commencement of any construction activity by SAWS, SAWS shall cause its general contractor, if a contractor is utilized, to provide the City executed certificates of insurance naming the City, its officers, agents and employees as an additional insured on its commercial general liability insurance policy.

7. NO CONVEYANCE OF PROPERTY. Neither SAWS nor the City by execution of this JUA, waive or relinquish any right which they may have under the law or constitution, state or federal. This JUA does not constitute a conveyance or release of any real property rights held by the City. The parties are acting herein for their own benefit and no benefit shall accrue to any third party.

8. CONTACT. Prior to the commencement of any construction activities by City or SAWS on the Joint Use Area, including use for staging or storage of equipment, City and SAWS and/or their respective contractors shall coordinate with one another in order to ensure such construction will not conflict with any ongoing or scheduled projects and/or activities of the other.

9. DEVELOPER PROVISION. In the event SAWS performs any construction in the Joint Use Area, SAWS shall ensure that any contractor performing such construction agrees and is contractually obligated to indemnify, defend and hold harmless Joint User and City from and against any and all claims, losses, costs, expenses and fees (including, without limitation, attorneys' fees and costs of dispute resolution) arising from or in any way related to events occurring or attributable to the contractor's use of the Joint Use Area hereunder or.

10. SECURITY REQUIREMENTS. To the extent SAWS requires access to the San Antonio International Airport Air Operations Area (A.O.A.) and/or Security Identification Display Area (S.I.D.A.), SAWS shall provide for the security of the A.O.A. and/or S.I.D.A. to prevent entry or movement of unauthorized persons thereupon in accordance with Chapter 3, Section 3-23 of the City Code of San Antonio, Texas as such section currently exists or as it may be amended or replaced in the future.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective this ____ day of _____, 20_____.

CITY OF SAN ANTONIO, a
a Texas municipal corporation

SAN ANTONIO WATER SYSTEM,
a municipally owned utility of the City of San Antonio

Name: _____

Title: _____

Name: _____

Title: _____

Approved as to Form:

City Attorney