

CITY OF SUGAR LAND GROUNDWATER REDUCTION PLAN

PARTICIPATION AGREEMENT

First Colony Property Owners' Association, Inc.

This Groundwater Reduction Plan Participation Agreement (Agreement) is entered into effective as of the _____ day of _____, 2017 (Effective Date), between the City of Sugar Land, Texas (City), and **First Colony Property Owners' Association, Inc.** (Participant).

RECITALS

The Fort Bend Subsidence District (Subsidence District) was created by the Texas Legislature in 1989. In 2003, the Subsidence District adopted its District Regulatory Plan and in 2013 the District adopted its 2013 Regulatory Plan (Regulatory Plan) to reduce subsidence by regulating the withdrawal of Groundwater within Fort Bend County.

The Regulatory Plan requires Groundwater permit holders to limit their Groundwater withdrawals to seventy percent of their water consumption by 2014 and forty percent by 2025. A groundwater reduction plan showing how water conservation goals will be accomplished must be submitted by each Groundwater permit holder to the Subsidence District. The City has developed a regional Groundwater Reduction Plan (GRP) to meet the Regulatory Plan requirements which include participants such as municipal utility districts and communities in the City's extra-territorial jurisdiction (ETJ) and certain private well owners in the City and the ETJ.

AGREEMENT

The Participant and the City agree as follows:

ARTICLE I. Definitions

In this Agreement:

City means the City of Sugar Land, Texas.

Effective Date is the date in the introductory paragraph of this Agreement.

Emergency means a mechanical or electrical, or other failure causing a loss of production or distribution capacity or water quality of Participant's System.

Groundwater means water obtained from below the surface of the earth.

GRP means the Groundwater Reduction Plan approved by the Subsidence District and submitted by the City on behalf of the City and the GRP Participants.

GRP Administrator means the City acting in its role of implementing the GRP and managing the Surface Water Fund.

GRP Participant means an entity (including the City and the Participant) operating or owning a Permitted Well or other non-groundwater water supply, which is part of the GRP.

Mandatory Conversion Project means any Water conversion mandated by the GRP Administrator pursuant to this Agreement.

Measuring Equipment means equipment, including meters, totalizers and recording devices of a type approved by the GRP Administrator, for measuring and recording the amount of Water produced by, or supplied to, the Participant.

Non-Groundwater means any source of Water other than Groundwater produced from Permitted Wells in Fort Bend County.

Non-GRP Participant means an entity operating or owning a Permitted Well that is not part of the GRP.

Non-Potable Water means any Water source other than Potable Water, including Reuse Water, treated or untreated Surface Water, partially treated Surface Water, untreated or partially treated Groundwater, or untreated or partially treated captured rainwater.

Non-Potable Water Fee means a fee established by City ordinance that is charged by the City per 1,000 gallons of Non-Potable Water supplied to the Participant by the City.

Out-of-City Service Charge means a surcharge established by City ordinance and charged uniformly to participants located outside the City's limits. As of the Effective Date, the Out-of-City Service Charge is twenty percent of Pumpage Fees.

Participant means First Colony Property Owners' Association, Inc.

Participant's System means all Groundwater wells, pipelines, storage facilities and other facilities comprising the Participant's treated or untreated Water supply and distribution system.

Permitted Well means a Groundwater well that is operating under a permit issued by the Subsidence District.

Point(s) of Delivery means the point or points on the Participant's System where the City delivers Water to the Participant.

Potable Water means treated drinking water that meets the requirements of all governmental agencies with jurisdiction and all applicable laws, regardless of its source of origin.

Pumpage Fee means the fee established by City ordinance that is charged by the GRP Administrator per 1,000 gallons of:

- (i) Groundwater pumped by each GRP Participant from a Permitted Well or;
- (ii) Water supplied to each GRP Participant by the GRP Administrator.

The Pumpage Fee is charged uniformly to all GRP Participants, with all paying the same per unit amount. As of the Effective Date, the Pumpage Fee is \$1.75 per 1,000 gallons of:

- (i) Groundwater pumped by each GRP Participant from a Permitted Well, or;
- (ii) Water supplied to each GRP Participant by the GRP Administrator.

Out of City Participants are charged an Out-of-City Service Charge as provided by City ordinance. The GRP Administrator shall collect and hold Pumpage Fee payments in a segregated account. The Pumpage Fee is expected to increase from time to time after the Effective Date at the City's sole discretion.

Regulatory Plan means the plan developed by the Subsidence District to reduce subsidence by regulating the withdrawal of Groundwater. In 2003, the Subsidence District adopted its District Regulatory Plan, and in 2013 the District adopted its 2013 Regulatory Plan

Reclaimed Water means treated wastewater effluent provided for Non-Potable Water needs.

Subsidence District means the Fort Bend Subsidence District.

Surface Water means Water obtained from the surface of the earth and treated to Potable Water.

Surface Water Fee means the fee charged to City Utility System customers as defined in the City's Code of Ordinances.

Surface Water Fund means the enterprise fund created by the City and managed by the GRP Administrator to receive revenues and credits generated under the GRP, and to be used to pay costs associated with the GRP and its implementation.

Voluntary Conversion Project means any Non-Potable Water supply conversion project initiated and funded by a Participant that is not mandated by the GRP Administrator.

Water includes Potable Water, untreated Groundwater, untreated Surface Water, and Reuse Water.

Water Conservation and Drought Contingency Plan means the Water Conservation and Drought Contingency Plan adopted by the City's City Council.

ARTICLE II.

Participant's Permits and Water Demands

2.1 Subsidence District Permits and Applications. All of the Participant's current permits and pending applications with the Subsidence District are attached as **Exhibit A**. The Subsidence District will require the Participant's permits from the Subsidence District to be managed and paid by the GRP.

2.2 Historical Use and Demand Projections.

(a) The amounts of Groundwater that have been pumped annually in past years from the Participant's Permitted Wells, including years or portions thereof in which the Permitted Well was not permitted by the Subsidence District, as required by the Subsidence District are listed in the table attached as **Exhibit B**.

(b) The Participant's current projections of the total amount of Water needed annually to meet its Water demands through the year 2030 are listed in the table attached as **Exhibit C**. By January 1 of each year, the Participant will provide the GRP Administrator updated estimated projections of total Water demands for the next year.

2.3. Water Conservation and Drought Contingency Plan. The Participant will adopt and follow the City's Water Conservation and Drought Contingency Plan.

ARTICLE III.

City Groundwater Reduction Plan

3.1. GRP. The City has a GRP filed and approved by the Fort Bend Subsidence District. The GRP includes details of all steps necessary for achieving the Groundwater reduction requirements outlined in the Regulatory Plan.

3.2. Participant Inclusion. The City will include the Participant in the GRP and will include the pumpage from Permitted Well(s) owned by the Participant in the City's GRP. The GRP Administrator and Participant will work together on any matters with the

Subsidence District relating to a permit for a currently Permitted Well or a future Permitted Well.

3.3 Water Supply. The Participant must use Water obtained from the City except that the Participant's Permitted Well may be used for filling an amenity lake only. The Participant may not use an alternate Water source unless it is approved in advance by the GRP Administrator. The participant may not supply or resell Water to anyone without the prior written consent of the City.

3.4. New or Replacement Wells. Any new or replacement well must comply with the Chapter 3 of the City's Code of Ordinances.

ARTICLE IV. Non-Groundwater Conversion

4.1. Mandatory Conversion.

(a) To effectuate the GRP and to ensure compliance with the Regulatory Plan, the GRP Administrator will determine if and when Participant must convert to the use of a Non-Groundwater supply.

(b) If the GRP Administrator requires the Participant to convert to a Non-Groundwater supply, the City will:

- (i) Contract for or acquire the Non-Groundwater supply to meet the Participant's conversion amount mandated by the GRP Administrator and pay all costs related to same;
- (ii) Pay all costs required to secure any necessary real property interests, and to acquire, design, and construct all facilities and improvements necessary to bring a Non-Groundwater supply line source to each Participant's Point(s) of Delivery;
- (iii) Pay all costs associated with the design, construction and modification of Participant's system, and all costs required for the installation of Measuring Equipment and infrastructure at locations determined by the GRP Administrator, so that the Participant can receive Non-Groundwater from the City;
- (iv) Own, operate, and maintain the Non-Groundwater infrastructure and Measuring Equipment;
- (v) Provide Participant with no less than six month's advance written notice of the conversion date; and

(vi) Use its best efforts to supply a sufficient volume of Non-Groundwater to maintain lake levels to an acceptable level.

(c) The GRP Administrator will use the Surface Water Fund to pay the costs of a Mandatory Conversion Project.

(d) The GRP will receive any Subsidence District credits generated by a Mandatory Conversion Project and will apply the credits for the benefit of all GRP Participants.

4.2. Voluntary Conversion.

(a) The Participant may voluntarily convert to a Non-Potable Water supply any time.

(b) The Participant will construct and maintain all facilities and pay all costs incurred in a Voluntary Conversion Project. These costs include any necessary infrastructure, Measuring Equipment, and other costs specific to the Voluntary Conversion Project. When undertaking any Voluntary Conversion Project, a Participant will:

(i) Request Voluntary Conversion Project approval from the GRP Administrator at least 60 days prior to initiating the Voluntary Conversion Project;

(ii) Submit projected changes in Water demand to the GRP Administrator; and

(iii) Install, maintain, and operate the appropriate Measuring Equipment needed to properly report volumes of Water used under the Voluntary Conversion Project.

(c) The GRP will receive any Subsidence District credits generated by a Voluntary Conversion Project and will apply the credits for the benefit of all GRP Participants.

(d) Upon request of the Participant and at the time the GRP Administrator deems the Voluntary Conversion Project economically beneficial relative to other potential projects, and in accordance with the projected GRP implementation strategy, the City may reimburse the Participant for the design, construction and acquisition costs of the facilities and real property interests comprising the Voluntary Conversion Project. Upon reimbursement, the Participant will convey the facilities and associated real property interests to the City. Thereafter, the City will own, maintain and operate the facilities. The GRP Administrator will use the Surface Water Fund to reimburse the Participant for the costs incurred with a Voluntary Conversion Project.

ARTICLE V.
Fees and Payment

5.1. Pumpage Fee.

(a) Beginning on the Effective Date, the Participant will pay the GRP Administrator the Pumpage Fee for all Water, except for Water received by the Participant from another GRP Participant.

(b) The GRP Administrator will deposit all Pumpage Fee payments into the Surface Water Fund.

5.2. Out-of-City Service Charge. Participants outside the City limits will pay the Out-of-City Service Charge until the City annexes the area containing the Participant's Groundwater wells.

5.4. Billing and Payment.

(a) Each month, the GRP Administrator will read the Participant's meter(s) and prepare a report of the Participant's total Water use for the previous month, as metered from either Permitted Wells or Non-Groundwater sources. The GRP Administrator will send a statement of charges to the Participant showing the calculation of monthly charges which will be calculated per City's ordinance.

(b) Payment must be delivered by the due date to the City's Treasury Department, P.O. Box 5029, Sugar Land, Texas 77487-5029, or the department and address as specified by the City in writing from time-to-time.

5.5. Past Due Payments. Interest will accrue as per the terms set forth in Chapter 5 of the City's Code of Ordinances, as amended from time to time.

ARTICLE VI.
Performance by the Parties

6.1. Delivery Limitations of Water supplied by the City. The Participant is not guaranteed any specific quantity or pressure of Water whenever the City's Water supply is limited or when the City's equipment may become inoperative because of unforeseen breakdown or scheduled maintenance and repairs. The City will not be liable for failure to furnish any specific amount of pressure or treated Water.

6.2. Operation of the Participant's System. After the City commences supply of Water to the Participant, the Participant agrees to correct any practices or operating conditions of the Participant's System that may damage the City's system. If Participant fails to repair or otherwise remedy any such practice or condition within 30 days of

receiving written notice thereof, or if the City is required to make such repairs in an emergency situation, or if damage has occurred, the Participant will promptly reimburse the City for the actual cost of repairs or replacements necessary to repair the damage upon submission of evidence of same.

6.3 Operation of City's System. After the City commences supply of Water to the Participant, the City agrees to correct any practices or operating conditions of the City's system that may damage the Participant's System. If the City fails to repair or otherwise remedy any such practice or condition within 30 days of receiving written notice thereof, or if Participant is required to make the repairs in an emergency situation, or if damage has occurred, the City will reimburse Participant for the actual cost of repairs or replacements necessary to repair the damage upon submission of evidence of same.

ARTICLE VII. Measuring Equipment

7.1. Installation of Measuring Equipment. The Participant will furnish, install, own and maintain Measuring Equipment at all of its Permitted wells and Voluntary Conversion projects. The GRP Administrator will furnish, install, own and maintain Measuring Equipment for all other Water sources provided under the GRP. The GRP Administrator will approve the locations for all Measuring Equipment.

7.2. Modification of Measuring Equipment. The GRP Administrator will be responsible for the cost of any modification or replacement to hardware or software previously installed by the Participant in accordance with this Agreement if the GRP Administrator requests different type(s) of hardware or software be installed. The Participant may not alter, modify, or tamper with the Measuring Equipment.

7.3. Access. Upon request, the GRP Administrator will provide the Participant access to all records pertinent to determining the measurement and quantity of Water withdrawn or otherwise provided to the Participant under this Agreement.

7.4. Testing. The meter owner will test the Measuring Equipment at least once every 12 months and will notify the other party at least 48 hours in advance of the time and location of the tests. The other party may be present and witness any test performed. If a test shows that the Measuring Equipment is inaccurate according to the AWWA standards the meter owner will calibrate the Measuring Equipment to the AWWA specifications, or replace the Measuring Equipment with accurate Measuring Equipment that is tested by the meter owner before it is placed in service.

7.5. Additional Tests. If a party requests an additional test of the other party's Measuring Equipment within 12 months following any prior test of the Measuring Equipment, the meter owner will conduct the test and the requesting party will be responsible for the cost of the additional test, unless the test reveals that the Measuring Equipment fails to meet the AWWA standards, in which case the meter owner will be

responsible for the cost of the test. Notice of the time and date of the additional test will be provided to the requesting party who will have the right to witness the additional test.

7.6. Billing Adjustments for Inaccurate Meters.

(a) If a test shows that the Measuring Equipment is inaccurate according to the AWWA standards, the total quantity of Water withdrawn or delivered through the Measuring Equipment will be deemed to be the average daily amount as measured by the Measuring Equipment when in working order, and the meter owner will calibrate the meter to the AWWA specifications, or replace the Measuring Equipment with accurate Measuring Equipment that is tested by the meter owner before it is placed in service.

(b) Any billing adjustment made under this section will be for a period extending back to the time when the inaccuracy began, if ascertainable; and if not ascertainable, for a period extending back to the last test date of the Measuring Equipment or 60 days, whichever is shorter.

7.7. Disputes as to Testing.

(a) If a dispute occurs between the parties as to the accuracy of the testing equipment used to conduct the accuracy test of the Measuring Equipment, an independent check may be conducted by an independent measuring equipment company acceptable to both parties. The party disputing the accuracy of the testing equipment will be solely responsible for all costs relative to the independent accuracy test.

(b) The GRP Administrator and Participant are required to accept the test results of the independent company.

7.8. Check Meters. The Participant may install, at its own cost and expense, check meters in the Participant's System. The City has the right of ingress and egress to read and examine the check meters during all reasonable hours.

ARTICLE VIII.

Term, Termination and Default

8.1. This Agreement will be in force and effect from and after the Effective Date for so long as the Regulatory Plan is in effect, unless terminated earlier pursuant to the terms of this Agreement.

8.2. Termination.

(a) Either party may terminate this Agreement in case of default if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Agreement that have been breached and what action the defaulting party must take to cure the default. If the party

in default fails to cure the default in a reasonable, normal and customary time period and as specified in the notice, the party giving the notice of default may terminate this Agreement by written notice to the other party, specifying the date of termination. Termination of this Agreement under this paragraph does not affect the right of either party to seek remedies for breach of the Agreement as allowed by law, including any damages or costs suffered by either party.

(b) This Agreement may be terminated by written mutual agreement between the GRP Administrator and the Participant.

ARTICLE IX.

GRP Administrator Right of Access

9.1. Ingress and Egress. During the term of this Agreement, the GRP Administrator has the right of ingress and egress in, upon, under and over any land, easements, and rights-of-way of the Participant for the purpose of the GRP Administrator performing any of its functions or responsibilities under this Agreement.

9.2. Easements. Upon request by the GRP Administrator, the Participant will convey to the City a non-exclusive easement, the form of which is reasonably acceptable to the GRP Administrator and the Participant, over any land owned by the Participant for the installation, maintenance, and repair of the water line, facilities, or the Meter. If the Participant does not own the land needed for easement purposes, the Participant will use its best efforts to secure the necessary easements from the applicable landowner(s).

ARTICLE X.

Miscellaneous Provisions

10.1. Force Majeure. If either party is rendered unable, by Force Majeure, to carry out any of its obligations under this Agreement, it is agreed that upon that party's giving written notice of the Force Majeure to the other party as soon as possible after the occurrence of the Force Majeure, the obligations of the party giving the notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance, will be suspended for the duration of the Force Majeure.

10.2. Force Majeure defined. The term "Force Majeure" as used in this Agreement includes, but is not limited to, acts of God, acts of the public enemy, epidemics, explosions, breakage or damage to machinery, pipelines, and any other inability of either party not within the control of the party claiming the inability, which by exercise of due diligence and care the party could not have avoided.

10.3. Assignability. Neither party may assign this Agreement without the prior written consent of the other Party.

10.4. Notice. All notices required under this Agreement must be in writing and sent by United States mail, private mail or courier service, by facsimile or be delivered in person. All notices must be sent or delivered to the following addresses or as the City or the Participant may hereafter designate by written notice:

If to the City or GRP Administrator:

City Manager
City of Sugar Land
P.O. Box 110
Sugar Land, Texas 77487-0110

With a copy to:

Water Resources Division
City of Sugar Land
P.O. Box 110
Sugar Land, Texas 77487-0110

If to the Participant:

First Colony Property Owners' Association, Inc.
15958 City Walk, Suite 250
Sugar Land, Texas 77479
Attn: Wende Lewis Buckley

10.5. Waiver. The failure of a party to insist upon strict performance of any provision of this Agreement will not constitute a waiver of or estoppel against the party asserting the right to require that performance in the future, nor will a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a future breach.

10.6. Parties in Interest. This Agreement is for the sole and exclusive benefit of the City and the Participant and will not be construed to confer any benefit or right upon any other person.

10.7. Severability. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

10.8. Law Governing and Venue. Texas law governs this Agreement and any lawsuit on this Agreement must be filed in a court that has jurisdiction in Fort Bend County, Texas.

10.9. Mandatory Mediation. Prior to either party filing suit, the parties will submit to non-binding mediation in Fort Bend County, Texas. The complaining party will notify the non-complaining party of its demand hereunder and notice will be delivered by certified mail, return receipt requested, or receipted delivery to the address set forth above. If the mediation is not conducted and completed within 30 business days of the non-complaining party's actual receipt of such notice, this Section is deemed void and is of no force or effect. The parties agree (1) to work in good faith to select a mutually

agreeable mediator, date, time and place and (2) to conduct the mediation negotiations in good faith. Unless agreed to the contrary in a writing signed by both, the parties agree to share equally in the cost of any mediation or mediator's fees, but otherwise bear their own respective mediation expenses, including legal fees. Notwithstanding the foregoing, if it is necessary for a party to seek emergency relief of an extraordinary nature, pre-suit mediation need not be conducted.

10.10. Entire Agreement. This Agreement represents the entire agreement between the City and the Participant and supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

CITY OF SUGAR LAND, TEXAS

**FIRST COLONY PROPERTY
OWNERS' ASSOCIATION, INC.**

City Manager

Title *President*

Date

Date *7/20/17*

ATTEST:

ATTEST:

Glenda Gundermann, City Secretary

Title *Treasurer*

Attachments:

- Exhibit A: Participant's current permits and pending applications with the Subsidence District
- Exhibit B: Participant's annual ground water pumped from well(s) for previous years
- Exhibit C: Participant's estimate of annual ground water pumped from well(s) through 2030



WATER WELL PERMIT

Fort Bend Subsidence District
301 Jackson, Ste 639/P.O. Box 427
Richmond, Texas 77469-0427
Phone (281) 342-3273 Fax: (281) 232-3355

I. PERMITTEE : Sugar Land, City of

Attn: Colleen Spencer

C/O:

P. O. Box 110

Sugar Land, Texas 77478

PERMIT NO. : 22122

II. LOCATION OF WELL :

LATITUDE 29° 36' 1"

LONGITUDE 95° 37' 1"

III. WELL NO. : 1718

Well Owner: First Colony Property Owners Assoc.

The authorized withdrawal below is the TOTAL COMBINED amount that may be withdrawn from the following wells:

354, 447, 448, 449, 483, 490, 540, 541, 915, 916, 921, 933, 951, 952, 972, 983, 1011, 1718, 1684, 145, 232, 233, 239, 240, 246, 309, 324, 542, 580, 590, 591, 592, 593, 595, 609, 642, 643, 660, 694, 735, 736, 758, 777, 793, 797, 798, 802, 830, 848, 864, 900, 901, 913, 914, 1049, 1098, 1117, 1123, 1195, 1200, 1209, 1241, 1251, 1300, 1368, 1374, 1391, 1412, 1469, 1479, 1521, 1524, 1664

IV. PERMIT TERM : June 28, 2017 **THROUGH** March 31, 2018

V. AUTHORIZED WITHDRAWAL:

Only that which is required without being wasteful during the permit term, but not to exceed 8000 million gallons (combined total for all wells listed above).

Any pumpage in excess of the amount authorized in this permit is a violation of the District's rules. Applications for an amendment to increase authorized withdrawal must be submitted prior to exceeding the permitted amount.

VI. SPECIAL PROVISIONS :

G1, M

SUBJECT TO CONDITIONS AND REQUIREMENTS ON ATTACHED PAGE

APPROVED THIS DAY OF June, 2017

Fort Bend Subsidence District

BY:

General Manager

PROVISIONS FOR PERMIT # 22122

- G1 This permit is **exempt** from disincentive permit fees based on and subject to the permittee's continued compliance with the requirements and provisions outlined in its groundwater reduction plan certified by the Board of Directors on 4/23/2008. The permittee shall timely achieve the implementation actions, milestones, and other requirements set forth in its groundwater reduction plan. Any change in the plan with respect to the amount or source of surface water or in the timing of reduction of groundwater shall be filed with the District for its approval in the form of an amendment to the GRP. The permittee shall submit any required progress reports in a form that adequately addresses the projects that have been undertaken to timely reduce its use of groundwater in accordance with its GRP.
- M Within sixty days of the beginning of the permit term, the permittee shall furnish the District with proof that the meter is installed according to the manufacturers specifications or a certified affidavit confirming the accuracy of the water meter in accordance with Rule 8.5 of the Rules of the District.



Fort Bend Subsidence District

Serving the Gulf Coast Community Since 1975

Original Application for Existing Well

Instructions:

Submit this form for each aggregate well system. Send an application fee of \$200.00 for each well within seven (7) days to the address below.

Items marked with an * are required.

General

*Well Owner: First Colony Property Owners Association (FCPOA) c/o CoSL GRP

*Email Address: CSPENCER@sugarlandtx.gov

Correspondent: Colleen Spencer

(Fill in the above box only if you wish someone other than the well owner to receive all correspondence.)

*Mailing Address: c/o City of Sugar Land, PO Box 110

*City: Sugar Land

*State: Texas *Zip: 77487

Attention: Colleen Spencer

(If correspondence is being sent to a large organization, insert the specific person's name to whom you wish it directed.)

*Phone Number: 281-275-2450 (###-###-####) Ext.:

Site No.:

Well Data

Physical Location of Well: 1700 Rivercrest Dr. Sugar Land, 77478

Latitude: Degrees: 29 Minutes: 36 Seconds: 01

Longitude: Degrees: 95 Minutes: 37 Seconds: 04

Total Depth: 350 ft.

Depth to First Screen: 300 ft.

Inside Diameter of Casing: 4 in.

Expected Production During the Next 12 Months:

EXHIBIT A

10

 (MG)**Intended Use:**

- ☐ * Agricultural Irrigation - Wells used in production of food or fiber commodities grown for resale or commercial purposes. Includes wholesale nursery growers.
- ☐ * Commercial/Domestic - Wells used by commercial or business establishments for potable or sanitary needs. (Examples: offices, warehouses, churches, schools, duplexes, etc.)
- ☐ Geothermal - Wells used for a geothermal heat exchanger. Specify whether closed-loop, reinjection, or pump and dump.
- ☐ * Industrial - Wells used as part of an industrial process or in the manufacturing of a product. (Examples: boiler feed, paper manufacturing, chemical process feed, etc.)
- ☒ Lake/Pond/Pool - Wells used to file or maintain the level of lakes, ponds, or pools.
- ☐ * Other - Wells used for other non-exempt uses such as livestock watering, or irrigation of golf courses, landscapes, parks, etc.
- ☐ Public Supply - Wells used for retail or wholesale water supply. (Examples: cities, water districts, private utilities, apartments, mobile home parks, etc.)
- ☐ Single-Family Dwelling - Wells connected to one single-family dwelling and used for typical domestic and sanitary needs. See Rule 5.8.a below.
- ☐ Single-Family Irrigation - Wells used for landscape irrigation at one single family residence but not connected to and serving the dwelling.

*Provide detailed description of intended use. If commercial or industrial, describe type of business, number of employees, type of product produced or sold, etc. If for new house or development, include construction start date. If agricultural, include crop type and acreage:

*If Other then explain:

No. of acres:

Type of Crop:

(Pond, golf courses, landscaping, livestock, etc....)

Status of this well as of given date:

☒ Operating -- Year Drilled:

1900

☐ Completed but not being operated -- Year Drilled:

☐ Being Drilled

If this well is to be placed in aggregate with other permitted wells, give lead well number of aggregation.

Aggregation:

*Applicant/Agent Name:

Jeff Garner

*Email Address:

jeff@lmslp.com

*Confirm Email Address:

jeff@lmslp.com

Richmond, TX 77469-0427 • P.O. Box 427
Phone: (281) 342-3273 • Fax: (281) 232-3355
www.fbssubsidence.org

Well Readings Report
Well Name: Rivercrest - FCPOA
Well Number: ZRivercrest

Reporting Period	July 2015 thru May 2017
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Well Readings for the Reporting Period:

Date	Reading	Amount Pumped
August 31, 2016	0.00	0
September 29, 2016	5196.00	519,600
October 27, 2016	9800.00	460,400
November 30, 2016	11726.00	192,600
November 30, 2016	11726.00	0
December 29, 2016	14594.00	286,800
January 27, 2017	16322.00	172,800
February 24, 2017	17434.00	111,200
February 24, 2017	17434.00	0
March 29, 2017	20281.00	284,700
April 28, 2017	22514.00	223,300
May 26, 2017	30134.00	762,000
	Total Pumped	3,013,400
Notes		



Lake Management
Services, L.P.

6/13/2017

EXHIBIT "C"

First Colony Property Owners Association / Rivercrest
CoSL Projected Usage thru 2030

YEAR	Projected Usage (MG)
2018	10.0
2019	10.0
2020	10.0
2021	10.0
2022	10.0
2023	10.0
2024	10.0
2025	10.0
2026	10.0
2027	10.0
2028	10.0
2029	10.0
2030	10.0
Total	130.0

1650 Hwy. 6 South, Ste. 430, Sugar Land, TX 77478, (281)240-6444 ofc, (281)240-2919 fx, www.lmslp.com

1644

1645 1646 1647

1648 1649 1650

1651

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1653

1654 1655 16561657 1658

1659 1660
