



TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734
Phone (512) 266-1111 • Fax (512) 266-2790

Notice is hereby given pursuant to V.T.C.A., Government Code § 551, that the Board of Directors of Travis County Water Control and Improvement District No. 17 will hold a regular meeting, open to the public, on Thursday, July 16, 2015, at 6:00 p.m., at the Travis County Water Control and Improvement District offices, at 3812 Eck Lane.

The Consent Agenda allows the Board of Directors to approve all routine, non-controversial items with a single motion, without the need for discussion by the full Board. Any item may be removed from consent and considered individually upon request of a Board member or a member of the public attending the meeting. Any citizen having interest in these matters is invited to attend.

Items on the Agenda

- I. CALL TO ORDER
- II. ESTABLISH A QUORUM
- III. MANAGER AND COMMITTEE REPORTS
 - A. MANAGER'S REPORT: STATUS OF DISTRICT OPERATIONS, FINANCES, DISTRICT CONSTRUCTION PROJECTS, DEVELOPER CONSTRUCTION PROJECTS, DISTRICT ADMINISTRATION AND MANAGEMENT, DISTRICT PLANNING
 - B. COMMITTEE REPORTS
 1. PARKS AND CONSERVATION COMMITTEE REPORT
 2. COMMUNICATIONS COMMITTEE REPORT
 3. LEGAL COMMITTEE REPORT
 4. PLANNING COMMITTEE REPORT
 5. BUDGET AND FINANCE COMMITTEE REPORT
 6. POLICY COMMITTEE REPORT
 7. IMPACT FEE ADVISORY COMMITTEE
 8. STORMWATER COMMITTEE
- IV. CONSENT AGENDA
 - A. APPROVE PAY ESTIMATES/CHANGE ORDERS FOR VARIOUS CONSTRUCTION PROJECTS IN THE DISTRICT
 1. Mansfield Water Treatment Plant Phase 1, Pay Estimate #19, Archer Western Contractors
 2. Mansfield Water Treatment Plant Phase 2, Pay Estimate #21, Archer Western Contractors
 3. Flintrock Lift Station "A" Expansion, Pay Estimate #7, Excel Construction Services, LLC
 4. Tacara at Steiner Ranch, 24" Waterline Oversizing Project, Engineering, Request #3, Casey Development, LTD
 - B. APPROVE PAY ESTIMATES/CHANGE ORDERS FOR VARIOUS CONSTRUCTION PROJECTS IN THE SERENE HILLS DEFINED AREA
 1. Serene Hills Phase 2W, Water, Wastewater and Drainage Improvements, Pay Estimate #6, Central Road & Utility, Ltd.
 - C. APPROVE PAYMENT OF CURRENT INVOICES
 - D. APPROVE MINUTES – June 18, 2015 Regular Meeting
- V. PUBLIC COMMENT, 6:30 P.M.
- VI. OLD BUSINESS
 - A. DISCUSS/CONSIDER/TAKE ACTION REGARDING THE LOWER COLORADO RIVER AUTHORITY'S WATER MANAGEMENT PLAN BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
 - B. DISCUSS/CONSIDER/TAKE ACTION REGARDING TRAVIS VISTA WATER AND SEWER SUPPLY CORPORATION
 - C. DISCUSS/CONSIDER/TAKE ACTION ON PROPOSED MANSFIELD WATER TREATMENT PLANT PHASE 1, CHANGE ORDER NO. RCP1 #15A AND #15B, ARCHER WESTERN CONTRACTORS

VII. NEW BUSINESS

- A. DISCUSS/CONSIDER/TAKE ACTION ON ITEMS RELATED TO THE SERENE HILLS DEFINED AREA \$4,450,000 UNLIMITED TAX BONDS, SERIES 2015; BOND ISSUE NO. 1:**
 - 1. RECEIVE BIDS ON \$4,450,000 TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 SERENE HILLS DEFINED AREA UNLIMITED TAX BONDS, SERIES 2015;**
 - 2. APPROVE ORDER AUTHORIZING THE ISSUANCE OF \$4,450,000 TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 SERENE HILLS DEFINED AREA UNLIMITED TAX BONDS, SERIES 2015; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT; AUTHORIZING EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; AWARDED THE SALE OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS; AND**
 - 3. ACTION REGARDING CLOSING PROCEDURES FOR THE SERIES 2015 BONDS**
- B. DISCUSS/CONSIDER/TAKE ACTION ON REQUEST FOR BOAT DOCK APPROVAL AT OR NEAR 4212 ECK LANE – AUSTIN EDWARDS AND ANGEL BYRON**
- C. DISCUSS/CONSIDER/TAKE ACTION ON SECOND DEVELOPER DISBURSEMENT FROM THE STEINER RANCH DEFINED AREA UNLIMITED TAX BONDS, SERIES 2015 PROCEEDS**

VIII. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEYS IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071 REGARDING THE LOWER COLORADO RIVER AUTHORITY'S WATER MANAGEMENT PLAN BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

IX. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEYS REGARDING TRAVIS VISTA WATER AND SEWER SUPPLY CORPORATION, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071

X. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEYS IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071 REGARDING THE PROPOSED MANSFIELD WATER TREATMENT PLANT PHASE 1, CHANGE ORDER NO. RCP1 #15A AND #15B, ARCHER WESTERN CONTRACTORS

XI. ADJOURNMENT


Leslie Terrell
Office Manager/Accountant



July 10, 2015
MEMORANDUM

TO: Board of Directors
FROM: General Manager

SUBJECT Manager's Report and Information Update

1. OPERATIONS

Eck Lane Water Plant Status: The water plant is operating well, and putting out excellent quality water. Average pumpage for the month of **June** was approximately **5.4** Mgal /day with a single day maximum of approximately **7.6** Mgal. Water production is still low due to the rain. We are currently serving approx. **11,085** accounts, **16,213** LUEs, and a population of about **33,200**. **Lost water for June was about 3 %.** **All water equipment is up with the exception of raw water pump #7 which has a burnt up motor and a bad cable.**

Lake Travis is now at **approx. 671.5** above msl (about 5 ft above average) and **84%**. Combined storage is now at **1.4 Million** acre feet or **70%**. Due to rains to the west, Lake Buchanan is expected to rise to 1002-1006ft in the next few days.

Steiner Wastewater Plant Status: The plant is at about **65** percent capacity or about **963,000** gallons per day and serving approximately **4,307** accounts. Tests have been satisfactory, and gallons per day per LUE this month are about **213**.

Flintrock Wastewater Plant Status: The plant is running well at approximately **60%** capacity. Effluent quality is excellent. We are serving **1,375** customers with a GPD/LUE of **184**. Flow rate at Flintrock is now at about **355,000** gallons per day average. **Lift Station A expansion is moving along well, and they will be pouring final slabs next week.**

Comanche Trail Wastewater Plant Status: The Comanche plant is operating satisfactorily and putting out good quality water. There are **79** customers on this system. The flow rate is still relatively low at about **20,300** GPD.

Commander's Point Wastewater Plant Status – This plant is operating satisfactorily with a flow rate of about **6,600** GPD. There are **70** customers on this system. Condos at Mansfield Drive are under construction.

2. LARGE PROJECTS STATUS

The Oaks at Lakeway – HEB and numerous commercial sites near the old Glen Heather Drive. Under construction. **They are now commencing work on the wastewater lift station improvements. While this work is going on, they are utilizing a temporary pump-around arrangement.**

Lakeway Regional Medical Center – The memory care center is about complete. They are now working on a children’s school, Goddard School as well, and another independent living facility. **New construction plans have now been received for commercial on the frontage property including a hotel, and mixed use living and commercial including restaurants.**

Steiner Ranch - We are working on the following in connection with Steiner:

All bonds closed and disbursed. Steiner Utility Co, has published that they will be closing out their CCN. Finally.

Steiner sub-projects: (owned by other entities)

MU 1B - 244 apartments behind Randall’s. (Not in SRDA)
We are working on plans with the developer. D-17 will oversize the main running through the development to create another line into Steiner to increase the flow to the subdivision. The cost share agreements are finished. **This project is now moving ahead. We have secured our easement from LCRA, and are ready to proceed.**

MU14- Planned duplexes – Corner of Quinlan and 620. The plans for the duplexes are approved.

▪ **MU-4** - Commercial development - This is in a narrow strip at the corner of Quinlan Park and Steiner Ranch Blvd. It will likely be offices and a daycare.

• **The Grove (formerly McCormick Ranch)** – (This is a Taylor Morrison project) An approximately 100 home development at the south end of the Steiner peninsula. Under construction. **This area will have 2 lift stations which are now completed. Homes will likely go up very quickly now.**

• **MU-15** – This is on the corner of 620 and Steiner Ranch Blvd. It will be a bank and some other light commercial. They have finished relocating our 12” effluent main on their property in order to fit all of their development in.

Serene Hills Defined Area– There are currently six projects in SHDA:

1. Phase 1A and Phase 1B (both completed)
2. Service to HEB commercial tract and lift station (completed)
3. Offsite force main to the plant which includes a piece of effluent main for D-17 (completed)
4. Section 2E residential – Utilities completed, home building in progress.
5. New section 3E
6. New sections 2 and 3 West

Also in Serene Hills: Western Rim Apartments- The Mansions at Lakeway. Under construction.

Serene Hills Bond No. 1 –Taking bids now.

3. DISTRICT PROJECTS

A status sheet will be provided, but some of the larger projects are listed below.

Mansfield Water Plant- Going well. They are still working on the electrical to the pump house. The main plant electrical and fiber optic cables are being installed. Driveways are scheduled to be poured next week.

Travis Vista/Marshall Ford WW Participants

All TVWSSC members have paid their construction fees.

GENERAL

BUDGET – Is taking shape and a draft will be distributed next week. We will need to schedule the finance committee to go over it.

Steiner Raw Water Intake – This pump station and section of path to Lake Austin need to be stabilized. The land under the cement walkway has completely eroded due to the rains, and the walkway and pipe are threatening to fall. I have engaged Payton construction to repair this emergency problem, but it is tricky. All the land in the area is fill left over from the Steiner Construction. We can't drill down to rock, so we are trying to stabilize it with concrete pillars.

Personnel – We have lost several personnel to other local entities. Most recently, Cory Patton is going to Round Rock Water and

Wastewater Dept., and Rus Eaton will now be working as a mechanic for the Round Rock fire Dept. I have hired Tim Priem and Chris Kolinek for the Wastewater Dept. and we have several folks in the pipeline for distribution and maintenance as well.

TCEQ Rulemaking Petition – Same. We are working with Brad Castleberry at Lloyd Gosselink and several other entities (LMUD, City of Horseshoe Bay, City of Marble Falls, HCMUD, Sweetwater MUD etc. to petition TCEQ for a change to their rules concerning getting wastewater permit credit for effluent water going to 210 beneficial reuse customers. This rule change would allow us to have less land set aside for irrigation, and save taxpayers and ratepayers money.

The issue is slightly more complicated than it appears, and we are still working through some issues which we will discuss in detail in meetings with TCEQ staff. We would be sharing legal costs for this effort with about 7 or 8 other entities through an interlocal agreement.

Personnel Manual – I have made a number of minor proposed changes to the manual to comply with various law changes as recommended by Sheila Gladstone. I will forward the changes to the policy committee for review before bringing them to the full board.

Phone Upgrade – The phone upgrades are completed and we are on fiber optic.

Beach Area – Because the lake is up significantly, I do not see the need for any beach work at this time. We are continuing to work with Dr. Jacomides on the drainage easement. The document is finished and he is having his attorney review it.

Flintrock Road Improvements – Interlocal is signed and we are waiting for the County to sign so we can send them the check.

LCRA – Water Management Plan (WMP) - The LCRA emergency order has been approved. TCEQ should have the WMP out any second.

LCRA Proposed Rates for Raw Water – We have been told that the rates for 2016 will be \$175/acre foot, which is basically the same as the “drought charge” they are charging now. This means the “drought charge” will be permanent, and we will have to add some for our own cost increases.

Trash Service - The prices have been lowered slightly because of a fuel adjustment.

Don't forget the meeting **Thursday, July 16th.** Please call if you have any questions.

Debbie

Major Maintenance (green = completed)

Addition of 1 ton chlorine cylinders at Steiner WWTP

Nevillewood Court lift station upgrade

Refurbish and upgrade Flintrock Lift Station A. Add new Wetwell and pumps – Excel Construction Co.- In Progress. 97 percent complete.
Waiting for pouring of new concrete pad

Eck Lane WT Plant backwash upgrades – in design

Replacement of waterlines in the Travis Vista subdivision

Tank Maintenance

Big Dave

Round Mountain

Steiner Ground Storage Tank 1

Comanche Ground Storage Tank 2



TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

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A Regular Meeting of the Board of Directors of Travis County Water Control and Improvement District No. 17 was held at the District office located at 3812 Eck Lane on Thursday, May 21, 2015 at 6:00 p.m. This meeting was scheduled and conducted in compliance with the Texas Open Meetings Act.

DRAFT

I. CALL TO ORDER

Director Roberts called the meeting to order at 6:05 p.m.

II. ESTABLISH A QUORUM

Directors Decker, Roberts, Steed and Ward were present, establishing a quorum, with Director Carruthers absent. General Manager Deborah Gernes, Financial Advisor Garry Kimball, General Counsel Lauren Kalisek, Bond Counsel Hasan Mack, and District Engineer Pat Lackey were also present.

III. MANAGER AND COMMITTEE REPORTS

A. MANAGER'S REPORT: STATUS OF DISTRICT OPERATIONS, FINANCES, DISTRICT CONSTRUCTION PROJECTS, DEVELOPER CONSTRUCTION PROJECTS, DISTRICT ADMINISTRATION AND MANAGEMENT, DISTRICT PLANNING

Manager Gernes reported that in addition to the written report:

- A meeting was held with the Lakeway Municipal Utility District's (LMUD) General Manager (GM) to discuss land owned by LMUD and known as the "Cedars Tract." This property is only partially located within WCID#17 service area, the portion that is outside of the service area can not be serviced by LMUD due to the lack of accessible LMUD infrastructure in that area. The GM explained that this land had been part of the LMUD's wastewater disposal permit but that after recent renewal of the permit this land could now be disposed or developed. She stated that the GM believes the land will be potentially developed with additional ingress and egress roadways and commercial use facilities.
- Work on the 2016 fiscal year budget has begun and today the District lost a four year employee to Round Rock utilities. She stated that Cedar Park and Round Rock were big competitors based on salary and benefits. She further stated two young employees were released this past week due to one carelessly wrecking a company vehicle and the other not regularly showing up for work.
- Pat Lackey gave an update of the Mansfield Water Treatment Plant construction. He also reported on the Flintrock Wastewater Treatment Plant projected expansion and irrigation improvements that would be built in phases.

- Ms. Gernes informed the Directors that House Bill 2985 that would allow District elections to be held in November died on the floor but that Senate Bill 733 (SB733) did pass and was sent to the Governor where the bill can be signed or veto expires June 21. She explained this SB would still allow change of the May general election to the November uniform election date; but to implement it, the Secretary of State would need to adopt rules to implement provisions.

B. COMMITTEE REPORTS

1. PARKS AND CONSERVATION COMMITTEE REPORT
2. COMMUNICATIONS COMMITTEE REPORT
3. LEGAL COMMITTEE REPORT
4. PLANNING COMMITTEE REPORT
5. BUDGET AND FINANCE COMMITTEE REPORT
6. POLICY COMMITTEE REPORT
7. IMPACT FEE ADVISORY COMMITTEE
8. STORMWATER COMMITTEE

IV. CONSENT AGENDA

A. APPROVE PAY ESTIMATES/CHANGE ORDERS FOR VARIOUS CONSTRUCTION PROJECTS IN THE DISTRICT

1. Mansfield Water Treatment Plant Phase 1, Pay Estimate #18 and Change Order #4, Archer Western Contractors
2. Mansfield Water Treatment Plant Phase 2, Pay Estimate #20 and Change Order #3, Archer Western Contractors
3. Flintrock Lift Station "A" Expansion, Pay Estimate #6 and Change Order #3, Excel Construction Services, LLC
4. Tacara at Steiner Ranch, 24" Waterline Oversizing Project, Engineering, Request #2, Casey Development, LTD

B. APPROVE PAY ESTIMATES/CHANGE ORDERS FOR VARIOUS CONSTRUCTION PROJECTS IN THE SERENE HILLS DEFINED AREA

1. Mansions at Lakeway Apartments, Water, Wastewater and Drainage Improvements, Pay Estimates #4 and #5, C. C. Carlton Industries, Inc.

C. APPROVE PAYMENT OF CURRENT INVOICES

D. APPROVE MINUTES – May 21, 2015 Regular Meeting and June 11, 2015 Special Meeting

President Roberts requested questions regarding any of the Consent Agenda items.

Motion: Director Steed to approve all items of the Consent Agenda as presented.

Second: Director Decker

Ayes: 4

Noes: 0

V. PUBLIC COMMENT, 6:30 P.M.

President Roberts opened Public Comment at 6:39 p.m. and left Public Comment open for anyone that may arrive and wish to address the Board of Directors

Motion: Director Decker to close Public Comment
Second: Director Ward
 Ayes: 4
 Noes: 0

President Roberts closed Public Comment at 8:25 p.m.

VI. OLD BUSINESS

A. DISCUSS/CONSIDER/TAKE ACTION REGARDING THE LOWER COLORADO RIVER AUTHORITY'S

1. APPLICATION TO AMEND CERTIFICATE OF ADJUDICATION NOS. 14-5478 AND 14-5482 BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; AND
2. APPLICATION REQUESTING AN EMERGENCY ORDER CONCERNING THE IMPLEMENTATION OF THE WATER MANAGEMENT PLAN FOR CERTIFICATE OF ADJUDICATION NOS. 14-5478 AND 14-5482.

Ms. Gernes stated that the amended Water Management Plan was now before the Texas Commission on Environmental Quality (TCEQ) for technical review and that she was hoping that the TCEQ would approve the plan by October. There would be a 30-day public notice and comment period required at that time. She also told the Board that the Lower Colorado River Authority had submitted another Emergency Order to the TCEQ for approval but that it may not be approved with all of the recent rain and increase of combined storage of the Highland Lakes.

B. DISCUSS/CONSIDER/TAKE ACTION REGARDING TRAVIS VISTA WATER AND SEWER SUPPLY CORPORATION

Ms. Gernes stated that because of the recent rain, not everyone was prepared to be connected to the District wastewater forcemain by July 1 and that she was requesting an extension of time to July 31, 2015 for connections to be made without penalty of having to pay the \$4,100 per living unit equivalent Steiner Ranch Wastewater Impact Fee. She also stated that the \$1,400 City of Austin Wastewater Impact Fee was being collected prior to connection, but that if the City does vote to waive the fee, the District would reimburse the \$1,400 to the customers immediately.

Motion: Director Ward to extend the connection deadline for the Travis Vista Water and Sewer Supply Corporation customers to July 31, 2015 without any penalty.

Second: Decker

Ayes: 4
 Noes: 0

C. DISCUSS/CONSIDER/TAKE ACTION ON PROPOSED MANSFIELD WATER TREATMENT PLANT PHASE 1, CHANGE ORDER NO. RCP1 #15A AND #15B, ARCHER WESTERN CONTRACTORS

Ms. Gernes informed the Directors that she and Pat Lackey were working together to set up a meeting with the Archer Western supervisory staff during the week of June 22, 2015 to review and resolve the responsibility and what amount Archer Western is actually owed for services rendered.

VII. NEW BUSINESS

A. DISCUSS/CONSIDER/TAKE ACTION ON ITEMS RELATED TO THE SERENE HILLS DEFINED AREA \$4,450,000 UNLIMITED TAX BONDS, SERIES 2015; BOND ISSUE NO. 1:

- 1. RESOLUTION APPROVING PRELIMINARY OFFICIAL STATEMENT, AUTHORIZING DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING PUBLICATION FOR A NOTICE OF SALE FOR TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 SERENE HILLS DEFINED AREA \$4,450,000 UNLIMITED TAX BONDS, SERIES 2015; BOND ISSUE NO. 1;**
- 2. AUTHORIZE PAYMENT OF ATTORNEY GENERAL BOND REVIEW FEE; AND**
- 3. AUTHORIZE REIMBURSEMENT AUDIT FOR THE BONDS**

Garry Kimball reviewed items related to the Serene Hills Defined Area’s first Bond issue. He explained that the \$4,450,000 Bond package was prepared when enough appraised value (AV) was established to support this amount, and now it is expected that Travis County Appraisal District will certify an AV of \$59,000,000. He explained that Bond Issue No. 1 proceeds would be used for water and wastewater impact fees, capitalized interest and costs associated with the issuance of the Bonds. Kimball said a six percent interest rate was calculated for the non-rated Bond Issue, but that he believed, based on the current market, it could be around five percent. He stated that the Preliminary Official Statement (POS) would be posted July 2, 2015 with a bid opening being date of July 16, 2015. Mr. Kimball requested authorization of the POS to authorize distribution of the POS and the sale of Bond Issue No. 1. Director Decker requested clarification for the higher expected AV and Mr. Kimball explained that there are now twenty-two homes under construction and the AV of the remaining 119 buildable lots now had a higher value.

Motion: Director Steed to approve the Resolution authorizing the Preliminary Official Statement distribution and Notice of Sale for the Serene Hills Defined Area Unlimited Tax Bonds, Series 2015; Bond Issue No. 1; payment of the Attorney General fee and authorize a reimbursement audit for the Bonds.

Second: Ward

Ayes: 4

Noes: 0

B. DISCUSS/CONSIDER/TAKE ACTION REGARDING UPDATE FROM GENERAL COUNSEL REGARDING 2015 LEGISLATIVE SESSION

Attorney Kalisek reviewed highlights of the 84th Legislative Session pertaining to matters that could affect water districts in Texas. After reviewing several Bills, she stated that the Governor had until June 21, 2015 to veto any Bills or bring them into law and that she would circulate an update during the week of June 22, 2015. No action.

C. DISCUSS/CONSIDER/TAKE ACTION REGARDING LEGAL SERVICES RENDEDED:

- 1. BILLING RATE INCREASE; AND**
- 2. SUPPLEMENT TO ENGAGEMENT LETTER FOR SERENE HILLS DEFINED AREA FIRST BOND ISSUE**

Ms. Gernes stated that she placed these two items on the agenda for information and to allow Directors an opportunity to ask questions regarding the proposed billing rate increase to become effective October 1, 2015. There were no questions. Ms. Kalisek stated that Lloyd Gosselink Rochelle & Townsend, P.C. appreciates the business of the District and would not increase the rates if their own expenses did not continue to increase. No action.

D. DISCUSS/CONSIDER/TAKE ACTION ON A PROPOSED STEINER RANCH NEIGHBORHOOD ASSOCIATION REQUEST FOR PURCHASE OF THE MU14 TRACT BY THE DISTRICT USING DEFINED AREA BONDS – (Brian Thompto)

Director Roberts opened the floor to Brian Thompto, representative of the Steiner Ranch Neighborhood Association.

Mr. Thompto thanked the Directors for allowing the Steiner Ranch Neighborhood Association (SRNA) to again come back before them as he distributed a copy of a public input survey launched May 12, 2015 in the *Four Points News*. After reviewing the results of approximately 1,000 participants in the survey: a total of 99% supporting the purchase of MU14 tract by using defined area Bonds; 88% very interested, 11% interested and 1% not interested; he stated that on behalf of the community he would like to again request the District hold a November 2015 election to approve a Defined Area for the park location with approval for up to \$8,000,000 in Bond proceeds. Director Ward asked who had designed the survey and Mr. Thompto stated that he, along with a few others, had. Director Steed requested a copy of the survey questions be emailed to the General Manager for review by the Directors.

Manager Gernes asked for clarification that Mr. Thompto was asking for an election for bonding capacity without having a detailed package of how the bond dollars would

be used and he replied that what the SRNA wanted was authority to create a Defined Area with bonding capacity. He stated the SRNA was looking for Bond approval now and said the details could be worked out later. Gernes again asked how a two-step process could work when a Bond package must include items such as a preliminary engineering report and estimates for use of proceeds.

A discussion ensued with Directors expressing understanding of the SRNA's desire to prevent development and create a park, but also expressing various concerns such as setting a precedent for this type of transaction, not having Attorney General approval, District liability, financing of maintenance in perpetuity, the facilities only serving a portion of the District and feasibility of simply filing a Bond approval without a plan for facilities.

Attorney Kalisek explained that the fundamental question of the District Bond Counsel and her own belief is that without looking at a complete Bond package, the Attorney General's (AG) office is unable to give a specific approval of statutory authority for a request and that from prior discussions with the AG office, she felt this approval would most likely require legislative action. Ms. Kalisek also estimated that between \$10,000 and \$50,000 would be the upfront cost to perform the necessary legal, engineering and staff work to get ready for a defined area election. Director Ward said she did not believe this was an appropriate use of District funds because it is unrelated to provision of water and wastewater service or water quality and created liability for the entire District.

Mr. Thompto responded to the Director's concerns by stating that SRNA hoped to work out some type of contractual agreement with one of the Steiner Ranch homeowner associations as a way to maintain the park and take the District out of any liability. Mr. Thompto stated that he believed Chapter 49 of the Texas Water Code allows for WCID authority to establish parks when areas do not fall under a municipal jurisdiction and he said other attorneys he consulted with saw no problems with the potential bond issue.

Director Steed stated he was inclined to agree with Mr. Thompto in the broader interpretations of what is possible under the statute.

Ms. Carolin Hoff, a Steiner Ranch resident, informed the Board that the article that came out in the Four Points News on June 17, 2015 was the first time she heard of this issue regarding a park for Steiner Ranch. She went on to say prior to moving to Steiner she served on a water development board in California and that she felt Mr. Thompto had not involved enough of the approximately 5,000 homeowners. Hoff expressed her desire for the SRNA to talk with many more residents and did not feel the community, as a whole, was behind this issue as Mr. Thompto portrayed.

Director Steed asked Mr. Thompto how many voting precincts were in Steiner Ranch and if Mr. Thompto knew the number of registered voters within each precinct. Mr. Thompto said he had not looked up the number of registered voters but that in the past two school board elections there were less than 1,000 votes cast in each.

Miss Lacie Horton stated she did not like more development but wanted to allow animals more space to live with trees. She said Steiner Ranch needed fewer cars and less pollution.

Mr. Brad Brown introduced himself as a thirteen year resident of Steiner Ranch. He said he did not see the survey or take the survey but that even though Steiner Ranch was not in the center of the District, it was a part of the District and he would like to see the District help out with this park procurement.

Mr. Darrell Horton, a Steiner Ranch resident, stated the residents he knew within Steiner Ranch liked the idea of parkland and that he also understood the Board's reluctance to establish any precedent. He went on to say that the Steiner residents needed more say in what would go into the land such as a possible library. Mr. Horton suggested that it would be prudent for the multiple homeowner associations to work together. He suggested that the District could purchase the land and then sell it to the homeowner associations for development.

Ms. Gernes said that the District did understand the SRNA's position and request but that the District must be sure everything is being done legally and for the good of all District rate payers.

Director Roberts called for a break at 7:36 p.m. and then at 7:45 p.m. the Board reconvened to enter Executive Session.

After Executive Session, Director Roberts reiterated that the District trusts the opinion of its legal and bond counsels, and taking their advice into consideration, he did not feel the District was the correct vehicle for the SRNA to acquire a park. Director Roberts asked if any Director cared to discuss further or make a motion.

Motion: Director Steed to give Mr. Thompto of the Steiner Ranch Neighborhood Association further directions.

Second: None

Motion failed.

No further action.

VIII. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEYS IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071 REGARDING LOWER COLORADO RIVER AUTHORITY'S

1. APPLICATION TO AMEND CERTIFICATE OF ADJUDICATION NOS. 14-5478 AND 14-5482 BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; AND
2. APPLICATION REQUESTING AN EMERGENCY ORDER CONCERNING THE IMPLEMENTATION OF THE WATER MANAGEMENT PLAN FOR CERTIFICATE OF ADJUDICATION NOS. 14-5478 AND 14-5482.

Executive Session not held.

IX. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEYS REGARDING TRAVIS VISTA WATER AND SEWER SUPPLY CORPORATION, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071

Executive Session not held.

X. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEYS IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071 REGARDING THE PROPOSED MANSFIELD WATER TREATMENT PLANT PHASE 1, CHANGE ORDER NO. RCP1 #15A AND #15B, ARCHER WESTERN CONTRACTORS

Executive Session not held.

XI. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEYS REGARDING STEINER RANCH NEIGHBORHOOD ASSOCIATION REQUEST FOR PURCHASE OF THE MU14 TRACT BY THE DISTRICT USING DEFINED AREA BONDS, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071

Director Roberts opened Executive Session at 7:45 p.m. Executive Session closed at 8:14 p.m. with no action taken in Executive Session.

XII. ADJOURNMENT

Motion: Director Steed to adjourn

Second: Director Ward

Ayes: 4

Noes: 0

President Roberts adjourned the meeting at 8:55 p.m.

Approved this _____ day of _____ 2015, with a motion

by Director _____ and a Second by Director _____.

Ayes _____ Noes _____ Abstained _____

Presiding Officer

Secretary

ORDER AUTHORIZING THE ISSUANCE OF \$4,450,000 TRAVIS COUNTY WATER
CONTROL AND IMPROVEMENT DISTRICT NO. 17 SERENE HILLS
DEFINED AREA UNLIMITED TAX BONDS, SERIES 2015; LEVYING
AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING
AN OFFICIAL STATEMENT; AUTHORIZING EXECUTION OF
A PAYING AGENT/REGISTRAR AGREEMENT; AWARDED THE SALE OF THE
BONDS; AND AUTHORIZING OTHER MATTERS
RELATED TO THE ISSUANCE OF THE BONDS

ADOPTED JULY 16, 2015

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ORDER AUTHORIZING THE ISSUANCE OF TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 SERENE HILLS DEFINED AREA UNLIMITED TAX BONDS, SERIES 2015; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT; AUTHORIZING EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; AWARDED THE SALE OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

THE STATE OF TEXAS §
COUNTY OF TRAVIS §
TRAVIS COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 17 §

WHEREAS, the Travis County Water Control and Improvement District No. 17 (the "District") was created by order of the Commissioner's Court of Travis County, Texas on December 8, 1958 and by a confirmation election held within the District on February 28, 1959 and operates as a water control and improvement district pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended; and

WHEREAS, the Board of Directors of the District determined it to be in the best interest of the District to provide water, drainage and wastewater systems to serve the area described by metes and bounds in Exhibit "A" attached hereto which area is hereafter called the "Serene Hills Defined Area;" and

WHEREAS, at two elections held on May 10, 2008 (the "Bond Election"), one within the District, and one within the Serene Hills Defined Area, the voters of the District and the Serene Hills Defined Area authorized the issuance of bonds in one or more issues or series in the maximum amount of \$55,000,000 maturing serially or otherwise over a period not to exceed 40 years from the date or dates and to be issued and sold at any price or prices, and to bear interest at a rate not to exceed the maximum authorized by law at the times such bonds are issued (in whole or any part thereof), all as may be determined by the Board of Directors of said District, for the purpose of purchasing, constructing, acquiring, owning, operating, repairing, maintaining, improving or extending plants, facilities and improvements for the waterworks, wastewater and drainage systems of the District as well as all expenses in any manner incidental thereto, in accordance with the Engineer's report, and such expenses as are incidental to the administration and financing of the District, which under applicable law may properly be paid from the proceeds of such Bonds, for the purpose of serving the Serene Hills Defined Area, and to provide for the payment of principal and interest on such Bonds by the levy and collection annually of a sufficient ad valorem tax upon all taxable property within said Serene Hills Defined Area, as authorized by the constitution and laws of the State of Texas, including particularly (but not by way of limitation) Chapter 51, Texas Water Code, as amended, together with all amendments and additions thereto; and

WHEREAS, the Board has not issued any of the authorized amount from the Bond Election; and

WHEREAS, by order dated May 11, 2015, the Texas Commission on Environmental Quality (the "Commission") approved the issuance by the District of \$4,450,000 principal amount of bonds for the Serene Hills Defined Area upon the terms and conditions as outlined in the Commission's order; and

WHEREAS, the Board of Directors of the District deems it necessary and advisable at this time to issue \$4,450,000 of bonds pursuant to Chapters 49 and 51 of the Texas Water Code and the Bond Election authorization and reserving the right in the future to issue the remaining \$50,550,000 of bonds authorized at the Bond Election.

THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17:

ARTICLE ONE

PREAMBLE

SECTION 1.01. INCORPORATION OF PREAMBLE. The Board of Directors of the District hereby incorporates the recitals set forth in the preamble hereto as if set forth in full at this place and further finds and determines that the recitals are true and correct.

ARTICLE TWO

DEFINITIONS AND INTERPRETATIONS

SECTION 2.01. DEFINITIONS. In addition to other terms defined elsewhere in this Order, as used in this Order, unless the context shall otherwise require, the following terms shall have the following respective meanings, to wit:

"Additional Bonds" means the additional bonds payable from ad valorem taxes which the Board expressly reserves the right to issue in 11.01 of this Bond Order.

"Authorized Investments" means such investments authorized pursuant to the investment policy of the District and Chapter 2256 of the Government Code, as amended.

"Board of Directors" or "Board" means the governing body of the District.

"Bonds" means the Bonds initially issued and delivered pursuant to this Bond Order and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Order" or "Order" means this Bond Order of the Board of Directors authorizing the issuance of the Bonds.

"Commission" means the Texas Commission on Environmental Quality or its successor.

"Commission Order" means the order of the Commission signed May 11, 2015 approving the issuance of the Bonds upon the terms and conditions as outlined in such order.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"District" means Travis County Control and Improvement District No. 17 and any other public agency succeeding to the powers, rights, privileges, and functions of the District and, when appropriate, the Board of Directors of the District.

"DTC" means The Depository Trust Company of New York.

"Exchange Bonds" means Bonds registered, authenticated, and delivered by the Registrar, as provided in Section 4.01 of this Bond Order.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Initial Bond" means the Bond authorized, issued, and initially delivered as provided in Section 6.07 of this Bond Order.

"Initial Purchaser(s)" means the entity identified in Section 16.01 of this Bond Order as the initial purchaser of the Bonds.

"Interest Payment Date" means a date on which interest on the Bonds is due and payable. Interest on the Bonds is due and payable on November 1, 2015, and semi-annually on each May 1 and November 1 thereafter until the earlier of maturity or redemption.

"MSRB" means the Municipal Securities Rulemaking Board.

"Plan for Improvements" means the Plan for Improvements of the Defined Area of the District approved by the Board of Directors of the District on January 31, 2008 in connection with the Bond Election.

"Record Date" means the 15th calendar day of the month next preceding each Interest Payment Date, whether or not such dates are business days.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order.

"Register" means the registry system maintained on behalf of the District by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Bond is registered.

"Registrar" or "Paying Agent/Registrar" means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the District to act as paying agent and registrar for the Bonds in accordance with the terms of this Bond Order.

"Replacement Bonds" means the Bonds authorized by the District to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 14.01 of this Bond Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"System" means the water system, sanitary sewer system, and drainage and storm sewer system providing services to land within the Serene Hills Defined Area of the District consistent with the Plan for Improvements approved in connection with the Bond Election, including, but not limited to, all works, improvements, facilities, plants, equipment, appliances, interests in property, and contract rights needed therefor and administrative facilities needed in connection therewith, together with any additional or extensions thereto or improvements and replacements thereof; provided that the System shall not include facilities acquired or constructed to perform contracts between the District and other persons, including private corporations, municipalities and political subdivisions which are financed by proceeds of the District's revenue bonds issued particularly to finance facilities needed to perform such contracts.

SECTION 2.02. INTERPRETATIONS. The titles and headings of the articles and sections and the page numbers of this Bond Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Bond Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the taxes levied in payment thereof.

ARTICLE THREE

**AUTHORIZATION, REGISTRATION, EXECUTION,
AND AUTHENTICATION OF BONDS**

SECTION 3.01. AMOUNT, NAME, PURPOSE AND AUTHORIZATION.

Each Bond issued pursuant to this Bond Order shall be known and designated as "Travis County Water Control and Improvement District No. 17 Serene Hills Defined Area Unlimited Tax Bond, Series 2015" and the Bonds shall issued in the aggregate principal amount of \$4,450,000. The proceeds of the Bonds will be used for the purposes authorized by the Bond Election including: (i) financing water and wastewater impact fees, (ii) financing approximately 24 months of capitalized interest and (iii) financing the costs associated with the issuance of the Bonds.

SECTION 3.02. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF BONDS.

Initially there shall be issued, sold and delivered hereunder fully registered Bonds, without interest coupons, with the Bonds being dated July 15, 2015 in the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward (except the initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owner thereof (as designated in Section 16.01 hereof), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said Bonds shall mature and be payable serially on November 1 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2017	\$	2029	\$
2018		2030	
2019		2031	
2020		2032	
2021		2033	
2022		2034	
2023		2035	
2024		2036	
2025		2037	
2026		2038	
2027		2039	
2028		2040	

SECTION 3.03. INTEREST. The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BOND set forth in Article Six of this Order to their respective dates of maturity at the following rates per annum:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2017		2029	
2018		2030	
2019		2031	
2020		2032	
2021		2033	
2022		2034	
2023		2035	
2024		2036	
2025		2037	
2026		2038	
2027		2039	
2028		2040	

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Order.

ARTICLE FOUR

CHARACTERISTICS OF THE BONDS

SECTION 4.01. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The District shall keep or cause to be kept at the principal office for payment of The Bank of New York Mellon Trust Company, National Association (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the District hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the District and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The District shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in this Order. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the

manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the District or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1201, Subchapter D, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Bond shall be valid, incontestable and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Order, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The District hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the District and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the District shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Order. The Bonds initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING

AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The District covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the District will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one such entity. The District reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition or other method) should resign or otherwise cease to act as such, the District covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the District. Upon any change in the Paying Agent/Registrar, the District promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of

and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the District to make payments of principal, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the District determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bonds, the District shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations of the District to DTC.

(h) Initial Bond(s). The Bonds herein authorized shall be initially issued as fully registered bonds, being one bond for each maturity in the denomination of the applicable principal amount and the initial Bond(s) shall be registered in the names of the Purchaser or the designees thereof as set forth in Section 16.01 hereof. The initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchaser. Immediately after the delivery of the initial Bond(s), the Registrar shall cancel the initial Bond(s) delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

SECTION 4.02. CANCELLATION OF BONDS. All Bonds paid in accordance with this Bond Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated, registered, and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange, or replacement. This Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

ARTICLE FIVE

REDEMPTION OF BONDS BEFORE MATURITY

SECTION 5.01. REDEMPTION OF BONDS. The District reserves the right to redeem the Bonds as set forth in the FORM OF BOND in Section 6.01.

ARTICLE SIX

FORM OF BOND

SECTION 6.01. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Order.

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF TRAVIS
TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17
SERENE HILLS DEFINED AREA
UNLIMITED TAX BOND
SERIES 2015

NO. ____ - ____

**PRINCIPAL
AMOUNT**

\$ _____

INTEREST RATE	DATE OF BONDS	MATURITY DATE	CUSIP NO.
	July 15, 2015		

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, **TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17**, in Travis County, Texas (the "District"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the principal amount set forth above, and to pay interest thereon from the Date of Initial Delivery, on November 1, 2015 and semi-annually on each May 1 and November 1 thereafter to the maturity date specified above at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity for payment to The Bank of New York Mellon Trust Company, National Association (the "Paying Agent/Registrar") at its offices in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the District required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the 15th day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the District and the securities depository.

ANY ACCRUED INTEREST due at maturity, as provided herein, shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The District covenants with the registered owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Debt Service Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a Series of Bonds dated July 15, 2015, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$4,450,000. The proceeds of the Bonds will be used for the purposes authorized by the Bond Election including: (i) financing facilities serving development for: (i) financing water and wastewater impact fees, (ii) financing approximately 24 months of capitalized interest and (iii) financing the costs associated with the issuance of the Bonds.

ON NOVEMBER 1, 2022 OR ON ANY DATE THEREAFTER, the Bonds maturing November 1, 2023 and thereafter, may be redeemed prior to their scheduled maturities, at the option of the District, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the District, and if less than all of a maturity is to be redeemed the Registrar shall determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

THE BONDS maturing on _____ (the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Bonds Maturing _____, 20__	
Redemption Date	Principal Amount

*Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District by the principal amount of any Term Bonds of the stated maturity which, at least 50

days prior to a mandatory redemption date, (1) shall have been acquired by the District, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with monies in the Debt Service Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

NO LESS THAN 30 days prior to the date fixed for any such redemption, the District shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the District, all as provided in the Bond Order.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the District, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, with respect to the Bonds, in the denomination of any integral multiple of \$5,000, and with respect to the Bonds, in the denomination of \$5,000 payment at maturity amounts or any integral multiple thereof. As provided in the Bond Order, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and

exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The one requesting such conversion and exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for converting and exchanging any Bond or portion thereof. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The foregoing notwithstanding, in the case of the conversion and exchange of an assigned and transferred Bond or Bonds or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the District. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Bonds during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the District, resigns or otherwise ceases to act as such, the District has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

THE BONDS are payable from the proceeds of an ad valorem tax, without legal limit as to rate or amount, levied upon all taxable property within the Serene Hills Defined Area within the District. The Bond Order provides that the District reserves the right to consolidate with one or more conservation and reclamation districts, to consolidate its waterworks and sewer systems with the systems of such districts. The Bond Order further provides that the pledge of taxes, to the payment of the Bonds shall terminate at such time, if ever, as (i) money and/or direct obligations of the United States or obligations unconditionally guaranteed by the United States in an amount sufficient to defease the Bonds is deposited with or made available to the Registrar in accordance

with the Bond Order or (ii) a District dissolves the District, and assumes the obligations of the District pursuant to existing Texas law.

THE BONDS are issued pursuant to the Bond Order, whereunder the District covenants to levy a continuing direct annual ad valorem tax, without legal limit as to rate or amount, on taxable property within the Serene Hills Defined Area of the District, for each year while any part of the Bonds are considered outstanding under the provisions of the Bond Order, in sufficient amount, together with revenues and receipts available from other sources which are equally available for such purposes, to pay interest on the Bonds as it becomes due, to provide a sinking fund for the payment of the principal of the Bonds when due or the redemption price at any earlier required redemption date with respect to the Bonds, and to pay the expenses of assessing and collecting such tax, all as more specifically provided in the Bond Order. Reference is hereby made to the Bond Order for provisions with the custody and application of funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Registered Owners of the Bonds. By acceptance of this Bond the Registered Owner hereof consents to all of the provisions of the Bond Order, a certified copy of which is on file in the office of the District.

THE OBLIGATION to pay the principal of and the interest on this Bond is solely and exclusively the obligation of the District until such time, if ever, as the District is abolished and this Bond is assumed as described above. No other entity, including the State of Texas, any political subdivision thereof other than the District, or any other public or private body, is obligated, directly, indirectly, contingently, or in any other manner, to pay the principal of or the interest on this Bond from any source whatsoever. No part of the physical properties of the District, including the properties provided by the proceeds of the Bonds, is encumbered by any lien for the benefit of the Registered Owner of this Bond.

THE DISTRICT RESERVES THE RIGHT to issue additional bonds heretofore or hereafter duly authorized at elections held in the District payable from a lien on and pledge of taxes; bonds, notes and other obligations of inferior liens, and revenue bonds, notes and other obligations payable solely from revenues of the District or revenues to be received under contracts with other persons, including private corporations, municipalities and political subdivisions or from any other source. The District further reserves the right to issue refunding bonds in any manner permitted by law to refund any bonds (including the Bonds) at or prior to their respective dates of maturity or redemption.

TO THE EXTENT permitted by and in the manner provided in the Bond Order, the terms and provisions of the Bond Order and the rights of the Registered Owners of the Bonds may be modified with, in certain circumstances, the consent of the Registered Owners of a majority in aggregate principal amount of the Bonds affected thereby; provided, however, that, without the consent of the Registered Owners of all of the Bonds affected, no such modification shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of the Bonds required for consent to any such modification.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Bond Order unless this Bond either (a) is registered by the Comptroller of Public Accounts of the State of Texas as evidenced by execution of the registration certificate endorsed hereon or (b) is authenticated as evidenced by execution of the authentication certificate endorsed hereon by the Registrar.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Bonds in order to render the same legal, valid, and binding obligations of the Serene Hills Defined Area within the District have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Bonds by the levy of a continuing, direct annual ad valorem tax upon all taxable property within the Serene Hills Defined Area within the District and that issuance of the Bonds does not exceed any constitutional or statutory limitation. In the event that any provisions herein contained do or would, presently or prospectively, operate to make any part hereof void or voidable, such provisions shall be without effect or prejudice to the remaining provisions hereof, which shall nevertheless remain operative, and such violative provisions, if any, shall be reformed by a court of competent jurisdiction within the limits of the laws of the State of Texas.

IN WITNESS WHEREOF, the District has caused this Bond to be signed with the manual or facsimile signature of the President or the Vice President of the Board of Directors of the District and countersigned with the manual or facsimile signature of the Secretary or the Assistant Secretary of the Board of Directors of the District, and has caused the official seal of the District to be duly impressed, or placed in facsimile, on this Bond.

Secretary [Assistant Secretary], Board of
Directors

President [Vice President], Board of
Directors

(SEAL)

SECTION 6.02. REGISTRATION OF INITIAL BOND BY STATE COMPTROLLER AND CERTIFICATE. The Initial Bond shall be registered by the Comptroller of Public Accounts of the State of Texas as provided by law. The registration certificate of the Comptroller of Public Accounts of the State of Texas shall be printed on the face of the Initial Bond and shall be in substantially the following form:

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

SECTION 6.03. FORM OF AUTHENTICATION CERTIFICATE. The following form of authentication certificate shall be printed on the face of each of the Bonds other than the Initial Bond:

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

**(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)**

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:

**THE BANK OF NEW YORK
MELLON TRUST COMPANY,
NATIONAL ASSOCIATION**
Paying Agent/Registrar

By: _____
Authorized Representative

SECTION 6.04. FORM OF ASSIGNMENT. A form of assignment shall be printed on the back of each of the Bonds and shall be in substantially the following form:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

SECTION 6.05. CUSIP REGISTRATION. The President of the Board of Directors may secure the printing of identification numbers on the Bonds through the CUSIP Service Bureau.

SECTION 6.06. LEGAL OPINION AND BOND INSURANCE. The approving opinion of McCall, Parkhurst & Horton L.L.P., Austin, Texas, may be printed on the back of the Bonds over the certification of the Secretary or the Assistant Secretary of the Board of Directors which may be executed in facsimile. In addition, if any bond insurance is obtained, any statement of insurance may be placed on the Bonds.

SECTION 6.07. INITIAL BOND. The initial Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE BELOW, TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17, Travis County, Texas, being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on November 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(Information from Sections 3.02 and 3.03 to be inserted)

The District promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the date of delivery at the respective Interest Rate per annum specified above. Interest is payable on November 1, 2015 and semi-annually on each May 1 and November 1 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

ARTICLE SEVEN

SECURITY OF THE BONDS

SECTION 7.01. SECURITY OF BONDS. The Bonds are secured by and payable from the levy of a continuing, direct annual ad valorem tax, without legal limitation as to rate or amount, upon all taxable property within the Serene Hills Defined Area within the District.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the District under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the District under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas

law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 7.02. LEVY OF TAX. To pay the interest on the Bonds, and to create a sinking fund for the payment of the principal thereof when due, and to pay the expenses of assessing and collecting such taxes, there is hereby levied, and there shall be assessed and collected in due time, a continuing, direct annual ad valorem tax without limit as to rate or amount on all taxable property in the Serene Hills Defined Area of the District for each year while any of the Bonds are outstanding. All of the proceeds of such collections, except expenses incurred in that connection, shall be paid into the Series 2015 Serene Hills Defined Area Debt Service Fund, and the aforementioned tax and such payments into such fund shall continue until the Bonds and the interest thereon have been fully paid and discharged, and such proceeds shall be used for such purposes and no other. While said Bonds, or any of them, are outstanding and unpaid, an ad valorem tax will be ample and sufficient to provide funds to pay the interest on said Bonds and to provide the necessary sinking fund to pay the principal when due, full allowance being made for delinquencies and costs of collection, together with revenues and receipts from other sources that are legally available for such purpose, shall be levied and collected and applied to the payment of principal and interest on the Bonds, as follows:

- (a) By September 1 in each year, or as soon thereafter as practicable, the Board shall consider the taxable property in the Serene Hills Defined Area of the District and determine the actual rate per \$100 valuation of taxable property which is to be levied in that year and levy the tax against all taxable property in the Serene Hills Defined Area of the District.
- (b) In determining the actual rate to be levied in each year, the Board shall consider among other things:
 - (i) the amount which should be levied for any other obligations;
 - (ii) the amount which should be levied for the payment of principal, interest, and redemption price of each series of bonds or notes payable in whole or in part from such taxes;
 - (iii) the amount which should be levied for the purpose of paying all other contractual obligations of the District payable in whole or in part from Serene Hills Defined Area taxes; and
 - (iv) the percentage of anticipated tax collections and the cost of collecting the taxes.
- (c) In determining the amount of taxes which should be levied each year, the Board shall consider whether proceeds from the sale of Bonds have been placed in the Series 2015 Serene Hills Defined Area Debt Service Fund to pay interest on the Bonds and whether the Board reasonably expects to have revenue or receipts

available from other sources which are legally available to pay debt service on the Bonds.

SECTION 7.03. PAYMENT OF BONDS AND PERFORMANCE OF OBLIGATIONS. The District covenants to pay promptly the principal of and interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Bonds and this Bond Order, and to keep and perform faithfully all of its covenants, undertakings, and agreements contained in this Bond Order, or in any Bond executed, authenticated, and delivered hereunder.

SECTION 7.04. CONSOLIDATION OR DISSOLUTION OF DISTRICT. To the extent provided by law, the pledge of taxes set forth in Section 7.02 will terminate if a city takes over all properties and assets, assumes all debts, liabilities, and obligations, and performs all functions and services of the District, and the District is abolished pursuant to law.

The laws of the State of Texas permit the District to be consolidated with one or more conservation and reclamation districts. In the event the District is consolidated with another district or districts, the District reserves the right to:

(i) Consolidate the System with a similar system of one or more districts with which the District is consolidating and operate and maintain the systems as one consolidated system (herein for purposes of this section the "Consolidated System").

(ii) Apply the net revenues from the operation of the Consolidated System to the payment of principal, interest, redemption price and bank charges on the revenue bonds or the combination tax and revenue bonds (herein for purposes of this section the "Revenue Bonds") of the District and of the district or districts with which the District is consolidating (herein collectively the "Consolidating Districts") without preference to any series of bonds (except subordinate lien revenue bonds which shall continue to be subordinate to the first lien Revenue Bonds of the Consolidating Districts).

(iii) Pledge the net revenues of the Consolidated System to the payment of principal, interest, redemption price and bank charges on Revenue Bonds which may be issued by the Consolidating Districts on a parity with the outstanding first lien Revenue Bonds of the Consolidating Districts.

ARTICLE EIGHT

FLOW OF FUNDS AND INVESTMENTS

SECTION 8.01. CREATION OF FUNDS. The Series 2015 Serene Hills Defined Area Debt Service Fund and the Series 2015 Serene Hills Defined Area Capital Projects Fund are hereby created. The Series 2015 Serene Hills Defined Area Debt Service Fund shall be kept on the books and records of the District as a separate fund apart from all other funds of the District. Each fund shall be kept separate and apart from all other funds of the District. The Series 2015 Serene Hills Defined Area Debt Service Fund shall constitute a trust fund which shall be held in

trust for the benefit of the owners of the Bonds. All other funds shall be used solely as provided in this Order until all of the Bonds have been retired, both as to principal and interest.

SECTION 8.02. SERIES 2015 SERENE HILLS DEFINED AREA CAPITAL PROJECTS FUND. The Series 2015 Serene Hills Defined Area Capital Projects Fund shall comprise the capital projects fund of the District. The District shall deposit to the credit of the Series 2015 Serene Hills Defined Area Capital Projects Fund the balance of the proceeds of the Bonds remaining after the deposits to the Series 2015 Serene Hills Defined Area Debt Service Fund provided in Section 9.02 of this Order. The Series 2015 Serene Hills Defined Area Capital Projects Fund shall be applied solely to pay (i) the costs necessary or appropriate to accomplish such of the purposes for which the Bonds are issued as approved by the Commission with any surplus proceeds subject to the Commission's further approval and (ii) the costs of issuing the Bonds. Interest earnings derived from the investment of proceeds from the sale of the Bonds deposited in the Series 2015 Serene Hills Defined Area Capital Projects Fund shall be used for the purpose for which the Bonds are issued; provided that after completion of the purposes set forth in the Commission Order the surplus proceeds shall be used in accordance with the Commission rules and in conformance with the Bond Election.

SECTION 8.03. SECURITY OF FUNDS. Any cash balance in any fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured in the manner provided by law for the security of funds of counties of the State of Texas.

SECTION 8.04. DEBT SERVICE FUND; TAX LEVY. The District shall deposit or cause to be deposited into the Series 2015 Serene Hills Defined Area Debt Service Fund the aggregate of the following at the time specified:

- (a) As soon as practicable after the Bonds are sold, accrued interest on the Bonds from their date to the date of their delivery; and
- (b) The proceeds from collection of the ad valorem taxes levied, assessed and collected for and on account of the Bonds pursuant to Section 7.02 hereof, less costs of collection, as collected.

While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, the taxes levied pursuant to Section 7.02 of this Order are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose. On or before the date for payment of the principal and/or Interest Payment Date on the Bonds, the Board of Directors shall cause the transfer of moneys out of the Series 2015 Serene Hills Defined Area Debt Service Fund to the Registrar in an amount not less than that which is sufficient to pay the principal which matures on such date and the interest which accrues on such date. The District shall pay fees and charges of the Registrar for its services as paying agent and registrar for the Bonds from the Series 2015 Serene Hills Defined Area Debt Service Fund.

SECTION 8.05. INVESTMENTS; EARNINGS. Moneys deposited into the Series 2015 Serene Hills Defined Area Debt Service Fund, the Series 2015 Serene Hills Defined Area

Capital Projects Fund and any other fund or funds which the District may lawfully create may be invested or reinvested in Authorized Investments. All investments and any profits realized from and interest accruing on investments made from any fund may be transferred to the Series 2015 Serene Hills Defined Area Debt Service Fund. If any moneys are so invested, the District shall have the right to have sold in the open market a sufficient amount of such investments to meet its obligations in the event any fund does not have sufficient uninvested funds on hand to meet the obligations payable out of such fund. After such sale the moneys resulting therefrom shall belong to the fund from which the moneys for such investments were initially taken. The District shall not be responsible to the Registered Owners for any loss arising out of the sale of any investments.

ARTICLE NINE

APPLICATION OF BOND PROCEEDS

SECTION 9.01. BOND PROCEEDS. Proceeds from the sale of the Bonds will be disbursed in accordance with this Article.

SECTION 9.02. ACCRUED INTEREST. Moneys received from the purchaser of the Bonds representing accrued interest on the Bonds from their date to the date of their actual delivery shall be deposited into the Series 2015 Serene Hills Defined Area Debt Service Fund.

SECTION 9.03. SERIES 2015 SERENE HILLS DEFINED AREA CAPITAL PROJECTS FUND. Proceeds of the Bonds necessary to complete the purposes set forth in Section 3.01 herein and to pay the costs of issuance of the Bonds shall be deposited in the Series 2015 Serene Hills Defined Area Capital Projects Fund. Any surplus bond proceeds after completion of the projects authorized in the May 11, 2015 Order of the Commission, shall be used in accordance with the Commission rules and in conformance with the Bond Election.

ARTICLE TEN

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

SECTION 10.01. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The District covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the District covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the District, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly,

secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to

pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the District for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The District understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds not expended prior to the date of issuance of the Bonds. It is the understanding of the District that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the District will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the District hereby authorizes and directs the General Manager to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

SECTION 10.02. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. The District covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 3.01 of this Order (the "Project") on its books and records in accordance with the requirements of the Code. The District recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the District recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The District agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes of this subsection, the District shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the

effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 10.03. DISPOSITION OF PROJECT. The District covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the District of cash or other compensation, unless the District obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the District shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE ELEVEN

ADDITIONAL BONDS AND REFUNDING BONDS

SECTION 11.01. ADDITIONAL BONDS. The District expressly reserves the right to issue, in one or more installments, for the purpose of purchasing, constructing, acquiring, owning, operating, repairing, maintaining, improving or extending plants, facilities and improvements for the waterworks, wastewater and drainage systems of the District or extending the System, or for any other lawful purpose:

- (a) the unissued unlimited tax bonds which were authorized pursuant to the Bond Election; and
- (b) such other unlimited tax bonds as may hereafter be authorized at subsequent elections.

SECTION 11.02. OTHER BONDS AND OBLIGATIONS. The District further reserves the right to issue combination unlimited tax and revenue bonds, if authorized by election, and such other bonds or other obligations as may be lawfully issued by the District including any obligations issued for special projects or defined areas.

SECTION 11.03. REFUNDING BONDS. The District further reserves the right to issue refunding bonds in any manner permitted by law to refund the Bonds, and any Outstanding Bonds, any Additional Bonds, or any other obligations issued by the District, at or prior to their respective dates of maturity or redemption.

ARTICLE TWELVE

DEFAULT PROVISIONS

SECTION 12.01. REMEDIES IN EVENT OF DEFAULT. In addition to any other rights and remedies provided by the laws of the State of Texas, the District covenants and agrees

that in the event of default in payment of principal of or interest on any of the Bonds when due, or, in the event it fails to make the payments required to be made into the Series 2015 Serene Hills Defined Area Debt Service Fund, or defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Bond Order, the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the officials thereof to observe and perform the covenants, obligations, or conditions prescribed in this Bond Order. Any delay or omission to exercise any right or power or be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Acceleration is not permitted or authorized by Texas law as a remedy for the Bonds.

SECTION 12.02. BOND ORDER IS CONTRACT. In consideration of the purchase and acceptance of the Bonds authorized to be issued hereunder by the Registered Owners, the provisions of this Bond Order shall be deemed to be and shall constitute a contract between the District and the Registered Owners; and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection, and security of each of the Registered Owners. The Bonds, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority, or distinction of any Bond over any other, except as expressly provided herein.

ARTICLE THIRTEEN

DISCHARGE BY DEPOSIT

SECTION 13.01. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the District with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the Board of Directors also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the Board of Directors.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the District shall make proper arrangements to provide and pay for such services as required by this Order.

(d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the District retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Order, the District may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

ARTICLE FOURTEEN

REPLACEMENT BONDS

SECTION 14.01. DAMAGED, MUTILATED, LOST, STOLEN OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, maturity and interest rate, as the damaged,

mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the District and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the District and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the District may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the District whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Order shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the District or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4.01(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

SECTION FIFTEEN

CONTROL OF THE BONDS

SECTION 15.01. CUSTODY, APPROVAL AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The President of the Board of Directors of the District is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary

records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the District's Bond Counsel and the assigned CUSIP numbers may, at the option of the District, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

ARTICLE SIXTEEN

SALE AND DELIVERY OF BONDS AND APPROVAL OF DOCUMENTS

SECTION 16.01. SALE OF BONDS. The Bonds are hereby sold, pursuant to the taking of public bids therefor, on this date, and shall be delivered to _____ at a price of \$_____ which represents ___% of the \$4,450,000 par amount plus accrued interest. The Board hereby finds and determines that the net effective interest rate on the Bonds, as calculated pursuant to Chapter 1204, Texas Government Code, as amended is _____%. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable and the purchaser's sealed bid produced the lowest net effective interest rate to the District as required by Section 49.183, Texas Water Code, as amended. The Initial Bond shall be registered in the name of _____.

SECTION 16.02. APPROVAL, REGISTRATION, AND DELIVERY. The President of the Board of Directors of the District and representatives of McCall, Parkhurst & Horton L.L.P. are hereby authorized and directed to submit the Initial Bond and a transcript of the proceedings relating to the issuance of the Bonds to the Attorney General of the State of Texas for approval and, following said approval, to submit the Initial Bond to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Initial Bond, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be printed and endorsed on the Initial Bond, and the seal of the Comptroller shall be impressed or placed in facsimile on the Initial Bond. After the Initial Bond has been registered, signed, and sealed by the Comptroller, it shall be delivered to the Initial Purchaser, but only upon receipt of the full purchase price.

SECTION 16.03. APPROVAL OF OFFERING DOCUMENTS AND PAYING AGENT/REGISTRAR AGREEMENT. The "Official Notice of Sale," "Official Bid Form," "Preliminary Official Statement" dated July 2, 2015 and "Official Statement" dated July 16, 2015, were prepared and distributed in connection with the sale of the Bonds (said documents are hereinafter referred to as the "Offering Documents"). Said Offering Documents, and any addenda, supplement, or amendment thereto, are hereby approved by the Board of Directors of the District, and their use in the offer and sale of the Bonds is hereby approved.

The Paying Agent/Registrar Agreement by and between the District and The Bank of New York Mellon Trust Company, National Association ("Paying Agent Agreement") in substantially the form and substance attached hereto as Exhibit "B" is hereby approved and the President or Vice President is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary and the Secretary or Assistant Secretary is authorized and directed to attest such agreement.

ARTICLE SEVENTEEN

CONTINUING DISCLOSURE UNDERTAKING

SECTION 17.01. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The District shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 16.03 of this Order, being the information described in Exhibit "C" hereto. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "C" hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall provide unaudited financial statements within such 12-month period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Event Notices. The District shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;

- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the District;
- M. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The District shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Section 13.01 of this Order that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the District to make filings with or provide notices to entities other than the MSRB, the District hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of

financial information or operating data so provided. The District may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

ARTICLE EIGHTEEN

OPEN MEETING AND EFFECTIVE DATE

SECTION 18.01. OPEN MEETING. The Board of Directors officially finds, determines, and declares that this Bond Order was reviewed, carefully considered, and adopted at a meeting of the Board, and that a sufficient written notice of the date, hour, place, and subject of this meeting was posted as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Bond Order and the subject matter hereof has been discussed, considered, and acted upon. The Board of Directors further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 18.02. EFFECTIVE DATE OF BOND ORDER. This Bond Order shall take effect and be in full force and effect upon and after its passage.

ARTICLE NINETEEN

AMENDMENTS

SECTION 19.01. AMENDMENTS. (a) Amendment with Consent of Owners of 51% of Bonds. The owners of 51% in aggregate principal amount of then outstanding Bonds shall have the right from time to time to approve any amendment to this Bond Order which may be deemed necessary or desirable by the District; provided however, that, other than as permitted by subsection (f) of this Section 19.01, nothing herein contained shall permit or be construed to permit the amendment, without the consent of the owner of each of the outstanding Bonds affected thereby, of the terms and conditions of this Bond Order or the Bonds so as to:

- (1) change debt service requirements, interest payment dates or the maturity or maturities of the outstanding Bonds;
- (2) reduce the rate of interest borne by any of the outstanding Bonds;
- (3) reduce the amount of the principal of, redemption premium, if any, or interest on the outstanding Bonds or impose any conditions with respect to such payments;
- (4) modify the terms of payment of principal of, redemption premium, if any, or interest on the outstanding Bonds, or impose any conditions with respect to such payments;

(5) affect the right of the Registered Owners of less than all of the Bonds then outstanding;
or

(6) decrease the minimum percentage of the principal amount of Bonds necessary for consent to any such amendment.

(b) Notice of Amendment. If at any time the District shall desire to amend this Bond Order it may cause a written notice of the proposed amendment to be published at least once on a business day in a financial newspaper, journal, or publication of general circulation in the City of New York, New York, or in the State of Texas. If, because of temporary or permanent suspension of the publication or general circulation of all such newspapers, journals, or publications, it is impossible or impractical to publish such notice in the manner provided herein, then such publication in lieu thereof as shall be made by the Registrar shall constitute a sufficient publication of notice. In addition to such publication, the Registrar shall cause a written notice of the proposed amendment to be given by registered or certified mail to Registered Owners of the Bonds as shown on the Register maintained by the Registrar; provided, however, that failure to receive such written notice of the proposed amendment, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding in connection with, or the adoption of, such amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Registrar for inspection by all Registered Owners of Bonds.

(c) Consent to Amendment. Whenever at any time not less than 30 days, and within one year, from the date of the first publication of said notice or other services of written notice the District shall receive an instrument or instruments executed by the Registered Owners of at least 51% in aggregate principal amount of all Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and shall specifically consent to and approve such amendment, the District may adopt the amendatory resolution or order in substantially the same form.

(d) Effect of Amendment. Upon the adoption of any amendatory resolution or order pursuant to the provisions of this Section, this Bond Order shall be deemed to be amended in accordance with such amendatory resolution or order, and the respective rights, duties, and obligations under such amendatory resolution or order of all the Registered Owners shall thereafter be determined and exercised subject in all respects to such amendments.

(e) Consent of Registered Owners. Any consent given by a Registered Owners pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the Bonds during such period. Such consent may be revoked by the Registered Owner who gave such consent at any time after six months from the date of the first giving of such notice, or by a successor in title, by filing notice thereof with the Registrar and the District, but such revocation shall not be effective if the Registered Owners of 51% in aggregate principal amount of the then outstanding Bonds have, prior to the attempted revocation, consented to and approved the amendment.

(f) Amendments Without Consent. Notwithstanding the provisions of (a) through (f) of this Section, and without notice of the proposed amendment and without the consent of the Registered Owners. The District may, at any time, amend this Bond Order to cure any ambiguity or to cure, correct, or supplement any defective or inconsistent provision contained therein, or to make any other change that does not in any respect materially and adversely affect the interest of the Registered Owners, provided that no such amendment shall be made contrary to the provision to Section 17.01 (a), and a duly certified or executed copy of each such amendment shall be filed with the Registrar.

ARTICLE TWENTY

MISCELLANEOUS PROVISIONS

SECTION 20.01. INSURANCE PROVISIONS. Bond Counsel is authorized to insert any necessary provisions required by the bond insurer if bond insurance is obtained and agreed to by the District and its general counsel.

SECTION 20.02. BOND ORDER IS CONTRACT. In consideration of the purchase and acceptance of the Bonds authorized to be issued hereunder by the Registered Owners, the provisions of this Bond Order shall be deemed to be and shall constitute a contract between the District and the Registered Owners; and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection, and security of each of the Registered Owners. The Bonds, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority, or distinction of any Bond over any other, except as expressly provided herein.

SECTION 20.03. DISTRICT'S SUCCESSORS AND ASSIGNS. Whenever in this Bond Order the District is named and referred to, it shall be deemed to include its successors and assigns, and all covenants and agreements in this Bond Order by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

SECTION 20.04. NO RECOURSE AGAINST DISTRICT OFFICERS OR DIRECTORS. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Bond Order against any officer or director of the District or any person executing the Bonds. No covenant or agreement contained in the Bonds, this Bond Order or any corollary instrument shall be deemed to be the covenant or agreement of any member of the District or any officer, agent, employee or representative of the District in his individual capacity, and neither the directors, officers, agents, employees or representatives of the District nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

SECTION 20.05. REGISTRAR. The Registrar shall act as agent for the payment of principal of and interest on the Bonds and shall maintain the Register for the Bonds, all in accordance with the terms of this Bond Order. If the Registrar or its successor becomes unable for any reason to act as Registrar hereunder, or if the Board of Directors of the District determines that a successor Registrar should be appointed, a successor Registrar shall be selected by the District. Any successor Registrar shall be either a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve and perform the duties as paying agent and registrar for the Bonds.

SECTION 20.06. REGISTRAR MAY OWN BONDS. The Registrar, in its individual or any other capacity, may become the owner or pledgee of the Bonds with the same rights it would have if it were not Registrar.

SECTION 20.07. BENEFITS OF PROVISIONS. Nothing in this Bond Order or in the Bonds, expressed or implied, shall give or be construed to give any person, firm, or corporation, other than the District, the Registrar, and the Registered Owners, any legal or equitable right or claim under or in respect of this Bond Order, or under any covenant, condition, or provision herein contained, all the covenants, conditions, and provisions contained in this Bond Order or in the Bonds being for the sole benefit of the District, the Registrar, and the Registered Owners.

SECTION 20.08. UNAVAILABILITY OF AUTHORIZED PUBLICATION. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Bond Order shall be given in such other manner and at such time or times as in the judgment of the District shall most effectively approximate such required publication, and the giving of such notice in such manner shall for all purposes of this Bond Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 20.09. SEVERABILITY CLAUSE. If any word, phrase, clause, sentence, paragraph, section, or other part of this Bond Order, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Bond Order and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Bond Order to any other persons or circumstances shall not be affected thereby.

SECTION 20.10. FURTHER PROCEEDINGS. The President and Secretary of the Board of Directors and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Bond Order.

ARTICLE TWENTY-ONE

OTHER ACTIONS

SECTION 21.01. OTHER ACTIONS. The President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District, and all other officers,

employees and agents of the District, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all instruments as may be necessary or desirable in order to carry out the terms and provisions of this Bond Order, the Bonds, the sale of the Bonds and the Official Statement.

SECTION 21.02. PAYMENT OF ATTORNEY GENERAL FEE. The District hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the District's staff is hereby instructed to take the necessary measures to make this payment. The District is also authorized to reimburse the appropriate District funds for such payment from proceeds of the Bonds.

SECTION 21.03. ACCOUNTING. The District will keep proper records and accounts regarding the levy and collection of taxes, which records and accounts will be made available to any Registered Owner on reasonable request. Each year while any of the Bonds are outstanding, the District shall have an audit of its books and accounts by a certified public accountant or firm of certified public accountants, based on its Fiscal Year, and copies of such audits will be made available to any Registered Owner upon request.

EXHIBIT A
METES AND BOUNDS

EXHIBIT B
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is dated as of July 15, 2015 ("Agreement") by and between the Travis County Water Control and Improvement District No. 17 (the "Issuer") and The Bank of New York Mellon Trust Company, National Association, a limited purpose national banking association with trust powers ("Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of bonds to be issued only in registered form, as to payment of principal and interest thereon in an aggregate principal amount of \$4,450,000 and titled Travis County Water Control and Improvement District No. 17 Serene Hills Defined Area Unlimited Tax Bonds, Series 2015 (the "Securities"); and

WHEREAS, the Securities are scheduled to be delivered to the underwriter thereof on or about August 25, 2015; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the District and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the District the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Bond Order" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of the Securities and with respect to the transfer and exchange thereof as provided herein and in the "Bond Order."

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

**ARTICLE TWO
DEFINITIONS**

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms, whenever the same appear in this Agreement without qualifying language, are defined to mean as follows:

"Acceleration Date" on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Bank Office" means the corporate trust office of the Bank as indicated herein. The Bank will notify the District in writing of any change in location of the Bank Office.

"Bond Order" means the order of the governing body of the District pursuant to which the Securities are issued, certified by the Secretary of the Board of Directors or any other officer of the District and delivered to the Bank.

"Financial Advisor" means Specialized Public Finance, Inc.

"Fiscal Year" means the fiscal year of the Issuer.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the Issuer by the President of the Issuer, any one or more of said officials, delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Bond Order).

"Redemption Date" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Order.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the District providing for the registration and transfer of the Securities.

"Stated Maturity" means the date specified in the Order on which the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions.

The terms "Bank," "Issuer," "Security" and "Bond" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer or its agent. The Bank may act on a facsimile transmission of the closing memorandum to be followed by an original of the closing memorandum signed by the Financial Advisor or the Issuer.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Bond Order.

Section 3.03. Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986 and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto, the Bank shall report, or assure that a report is made to the Holder and the Internal Revenue Service, any amount of acquisition premium, interest paid on, original issue discount or adjusted basis of the Security.

ARTICLE FOUR REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Securities.

The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt Securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Bond Register.

The Bank, as Registrar, will maintain the Bond Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Bond Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Bond Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Bond Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Bond Register. The Issuer may also inspect the information contained in the Bond Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Bond Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court Order or as otherwise required by law. Upon receipt of a court Order and prior to the release or disclosure of the contents of the Bond Register, the Bank will notify the Issuer so that the Issuer may contest the court Order or such release or disclosure of the contents of the Bond Register.

Section 4.05. Return of Canceled Securities.

The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Bond Order, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Bond shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed lost or stolen Bond, only after (1) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

**ARTICLE FIVE
THE BANK**

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's Financial Advisor or other agent. The Bank may act on facsimile or e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, cost or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on Certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, Order, bond, note, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, Order, bond, or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Bond, or any other Person for any amount due on any Bond from its own funds.

Section 5.04. May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a trust account to be held in a paying agent capacity for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation to be fully collateralized with Securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts, until the principal and interest on such Securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Laws of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Bond and remaining unclaimed for three years after the final maturity of the Bond has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Holder of such Bond shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on the Bank's part, arising out of or in connection with the Bank's acceptance or administration of its duties hereunder, including the cost and expense incurred by the Bank in defending against any claim or from liability imposed on the Bank in connection with the Bank's exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State Court located in the State of Texas and County where either the Bank Office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," effective August 1, 1987, which establishes requirements for Securities to be eligible for such type depository trust services, including, but not

limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Attached hereto is a copy of the Letter of Representations with The Depository Trust Company.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Bond Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Bond Order, the Bond Order shall govern.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination.

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon thirty (30) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Bond Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY,
NATIONAL ASSOCIATION**

By: _____

Title: _____

2001 Bryan Street, 11th Floor
Dallas, Texas 75201

**TRAVIS COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 17**

By: _____
President

3812 Eck Lane
Austin, Texas 78734

SCHEDULE A

SCHEDULE OF PAYING AGENT/REGISTRAR FEES

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 17.01 of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the District to be provided annually in accordance with such Section 17.01(a) are as specified (and included in the Appendix or under the headings of the Official Statement referred to) in the financial information and operating data with respect to the District of the general type included in the OFFICIAL STATEMENT under the headings "THE DISTRICT," "THE SERENE HILLS DEFINED AREA SYSTEM," "TAX DATA," "THE BONDS – Issuance of Additional Debt," and in APPENDICES "A" and "B."

Accounting Principles

The accounting principles referred to in such section are the accounting principles described in the notes to the financial statements referred to above.

To the Board of WCID #17:

My name is Capt. Austin D Edwards and my wife is Capt. Angel R Byron. We own Austin's Boat Tours, a very small and family owned business, that started with just one dream, one boat- and now families and friends come out to celebrate birthdays, holidays, and more.

We never thought we would be doing this for a living, I (Austin) as a construction engineer and Angel as a marketing manager started spending our weekends on the lake and would have the best time of our lives! We love Lake Travis so much that we wanted everyone to experience it for him or herself and that's how Austin's Boat Tours came about.

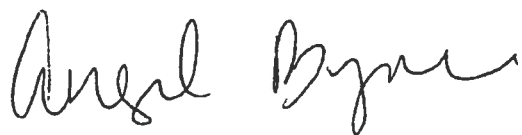
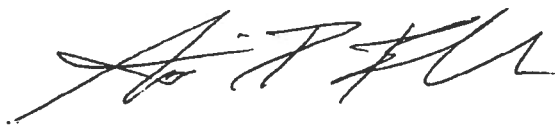
As for the reasoning of this letter, we are looking at property ID 542744 off of ECK Lane to store our boats for our business, that pick up at Lake Travis' local marinas such as VIP Marina, North Shore Marina, and South Shore Marina. We do our fueling, picking up of clients, and pumping out of the boats at these locations, which we show with the invoicing enclosed in the packet. We would be **Down Stream** from WCID #17 Barge pump intake and over the **1,000' requirement** for the building of a dock as shown in the packet as well. We also carry the **\$300,000 liability insurance** that is standard and required in WCID #17's Policy. We have some of the nicest charter boats on the lake and I have included pictures showing they are new and maintained. They have up-to-date outboard emission engines that are EPA approved and are no harm to the water.

We are approaching WCID #17 for the reasoning that we will and may be moving "next door", but not on WCID #17 property, and would like to be welcomed and make sure that if the water level ever fell below 620 +/- that our dock would not be in harm of WCID #17 and that WCID #17 would not be unhappy with the location of our dock?

I (Austin) have surveyed the property in the water and have found that as per the conditions of the lake levels as of now (7/10/15), and with a drop of lake levels of 45' or more of the lake we will not be encroaching on WCID #17 land. As I can show in my drawings "In the Packet" and you can see that we are out of the 1,000' Barge Buffer and not going to be located in WCID #17 water pump out restricted buffer.

In conclusion, we love Lake Travis and we are just wanting and willing to work and help make the lake a better place. And knowing that WCID #17 would like to do the same, we are willing to help anything and everything to help the lake be a better place after all these long and hard years of no water in the lake.

Sincerely,



Capt. Austin D Edwards & Capt. Angel R Byron

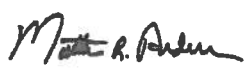
CERTIFICATE OF INSURANCE

Producer: Global Marine Insurance Agency 12935 S. West Bayshore Dr. Suite 205 Traverse City, MI 49684	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	
	COMPANY LETTER A Markel American Insurance Company
	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

COVERAGES:
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY ___ COMMERCIAL GENERAL LIABILITY ___ CLAIMS MADE ___ OCCUR. ___ OWNER'S & CONTRACTOR'S PROT _____				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE(Any one fire) \$ MEDICAL EXPENSE(Any one person) \$
	AUTOMOBILE LIABILITY ___ ANY AUTO ___ ALL OWNED AUTOS ___ SCHEDULED AUTOS ___ HIRED AUTOS ___ NON-OWNED AUTOS ___ GARAGE LIABILITY _____				COMBINED SINGLE LIMIT \$ BODILY INJURY(Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY ___ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY: \$ (Each accident) \$ (Disease - Policy limit) \$ (Disease - Each employee)
	OTHER: Watercraft Liability	CM2006239	05/27/2015	05/27/2016	\$300,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:
 2013 31 Premier 310 Boundary

CERTIFICATE OF INSURANCE: South Shore Marina 5931 Hi Line Road Austin TX 78734 ISSUED: June 19, 2015	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY _____				COMBINED SINGLE LIMIT \$ BODILY INJURY(Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
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	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY: \$ (Each accident) \$ (Disease - Policy limit) \$ (Disease - Each employee)
	OTHER: Watercraft Liability	CM2006239	05/27/2015	05/27/2016	\$300,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:
 2005 31 Premier 310 Boundary

CERTIFICATE OF INSURANCE: South Shore Marina 5931 Hi Line Road Austin TX 78734 ISSUED: June 19, 2015	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 10px;"> </div>
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	COMPANIES AFFORDING COVERAGE
	COMPANY LETTER A Markel American Insurance Company
Insured: Austin's Boat Tours, LLC 15007 General Williamson Dr. Austin, TX 78734	COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E

COVERAGES:

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	OTHER: Watercraft Liability	CM2006239	05/27/2015	05/27/2016	\$300,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:

2006 31 Premier Boundary Waters

CERTIFICATE OF INSURANCE: South Shore Marina 5931 Hi Line Road Austin TX 78734	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
ISSUED: June 19, 2015	AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 10px;"> </div>

CERTIFICATE OF INSURANCE

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	OTHER: Watercraft Liability	CM2006239	05/27/2015	05/27/2016	\$300,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:
 2006 32 Sun Tracker Party Cruiser

CERTIFICATE OF INSURANCE: South Shore Marina 5931 Hi Line Road Austin TX 78734	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
ISSUED: June 19, 2015	AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 10px;"> </div>

Red Devil

Overview

RED DEVIL is another addition to our fleet of double decker luxury party barges and is now available for your charter. This vessel is fully loaded with a water slide, amazing sound system, full size barbecue grill, and a staircase to make it easy to get between levels. This boat has everything necessary to make your day on the water an amazing success.



Red Devil Pontoon Boat

2012 Premier Boundary Waters 310

SHARE    (<http://www.addthis.com/bookmark.php?v=20>)

[Print Detail Page \(javascript:window.print\(\)\);](#) | [Request a Quote \(/Page.aspx/pmid/289472/pagelid/118932/request-a-quote.aspx\)](#) | [I'm Interested \(/Page.aspx/pmid/289472/pagelid/118930/interested.aspx\)](#)

[Overview & Photos\(javascript:void\(0\);\)](#)

[Standard Features\(javascript:void\(0\);\)](#)

[Optional Features\(javascript:void\(0\);\)](#)

[Floorplans\(javascript:void\(0\);\)](#)

[Get More Info\(javascript:void\(0\);\)](#)



(<http://media.channelblad>)

Specifications

- LOA : 31' 5"
- Deck Length : 31'
- Width : 10' 2"
- Weight (2 tubes) : 3400 lbs.

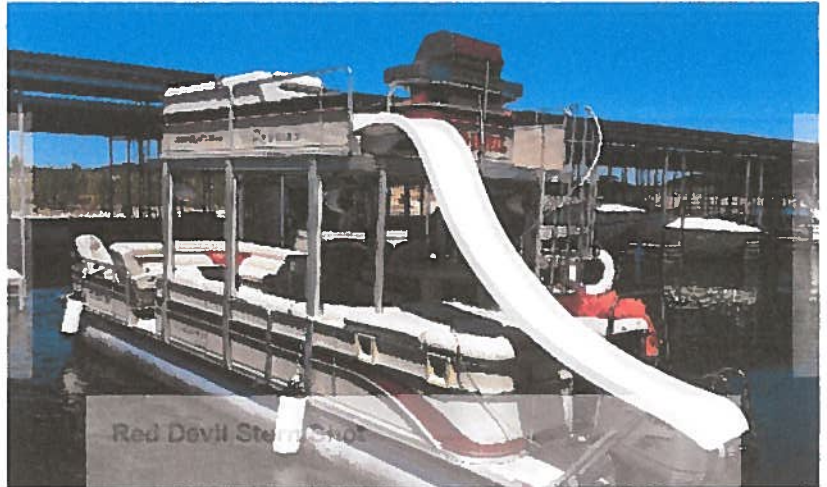
[View tours](#)

[Shopping Cart \(0\)](#)

Red Devil

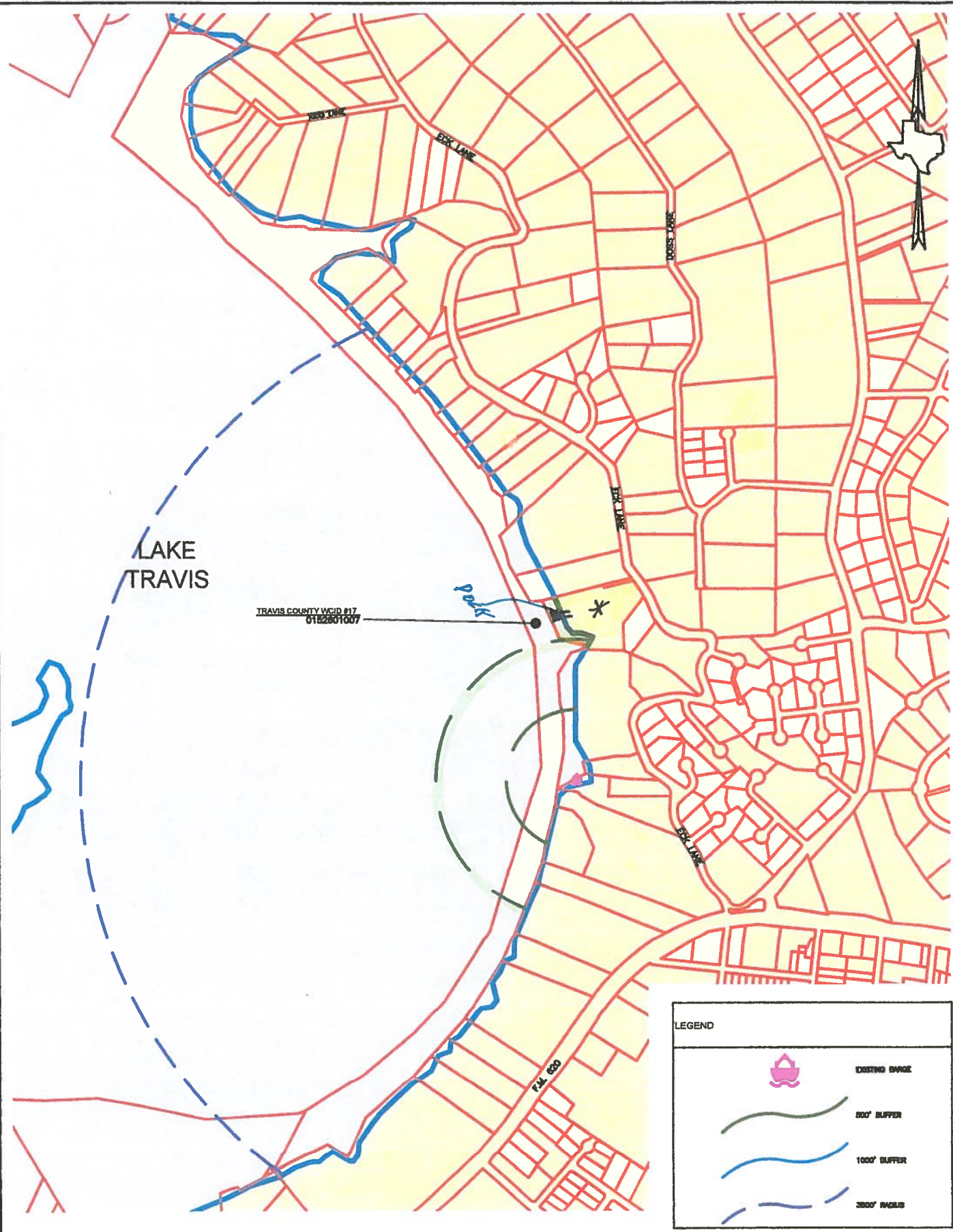
Overview

RED DEVIL is another addition to our fleet of double decker luxury party barges and is now available for your charter. This vessel is fully loaded with a water slide, amazing sound system, full size barbecue grill, and a staircase to make it easy to get between levels. This boat has everything necessary to make your day on the water an amazing success.



[Book Now](#)

FILE: P:\Projects\6014 (WCID No 17)\255-Hydrographic_Survey_of_Cove\CAD\Exhibits\BUFFER AREAS 8.5x11.dwg TAB: 8.5X11 PORTRAIT PLOTTED: 10/5/2010 1:55 PM BY: GLENN POPE



TRAVIS COUNTY WCID #17
0122801007

LEGEND

	EXISTING BARGE
	500' BUFFER
	1000' BUFFER
	3000' BUFFER

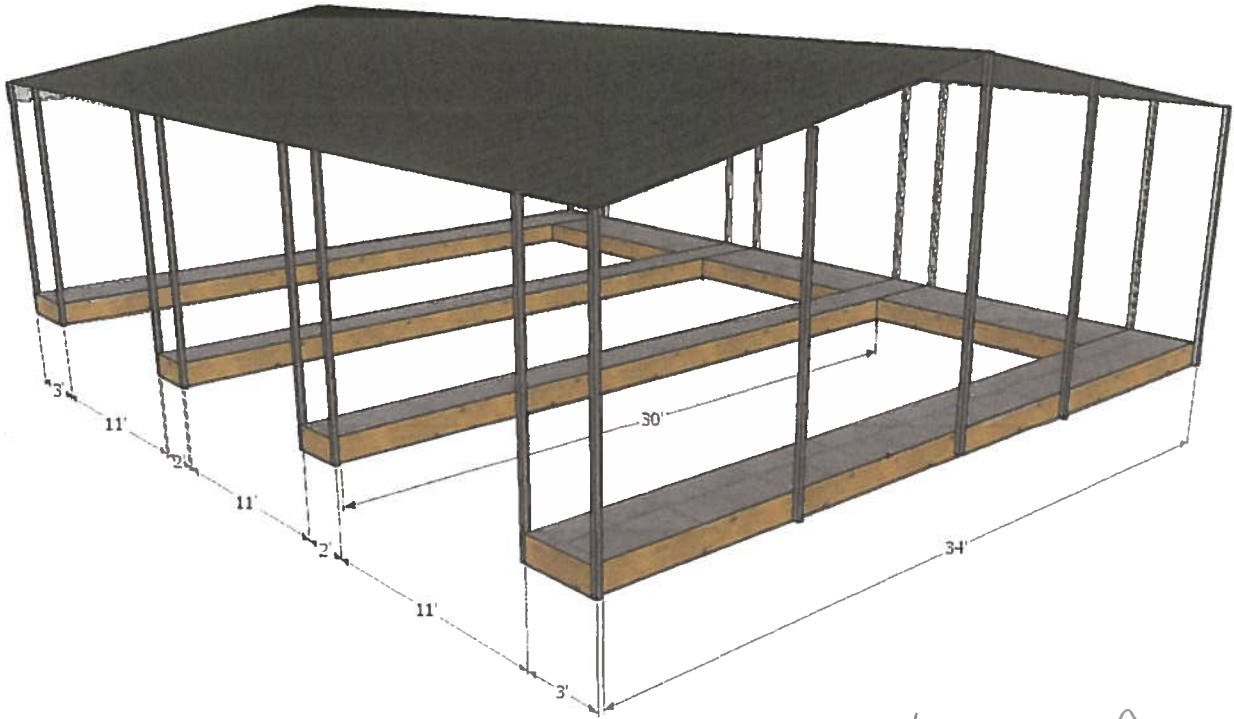
RIVER CITY ENGINEERING
 Texas Registered Engineering Firm P-0001546
 CIVIL, ENVIRONMENTAL & CONSULTING

3001 SOUTH 1ST STREET
 AUSTIN, TEXAS 78704-7047
 PHONE - (512) 443-3000
 FAX - (512) 443-6622

1011 W. COUNTY LINE ROAD, SUITE C
 NEW BRAUNFELS, TEXAS 78130
 PHONE - (830)-628-3588
 FAX - (830)-628-3901

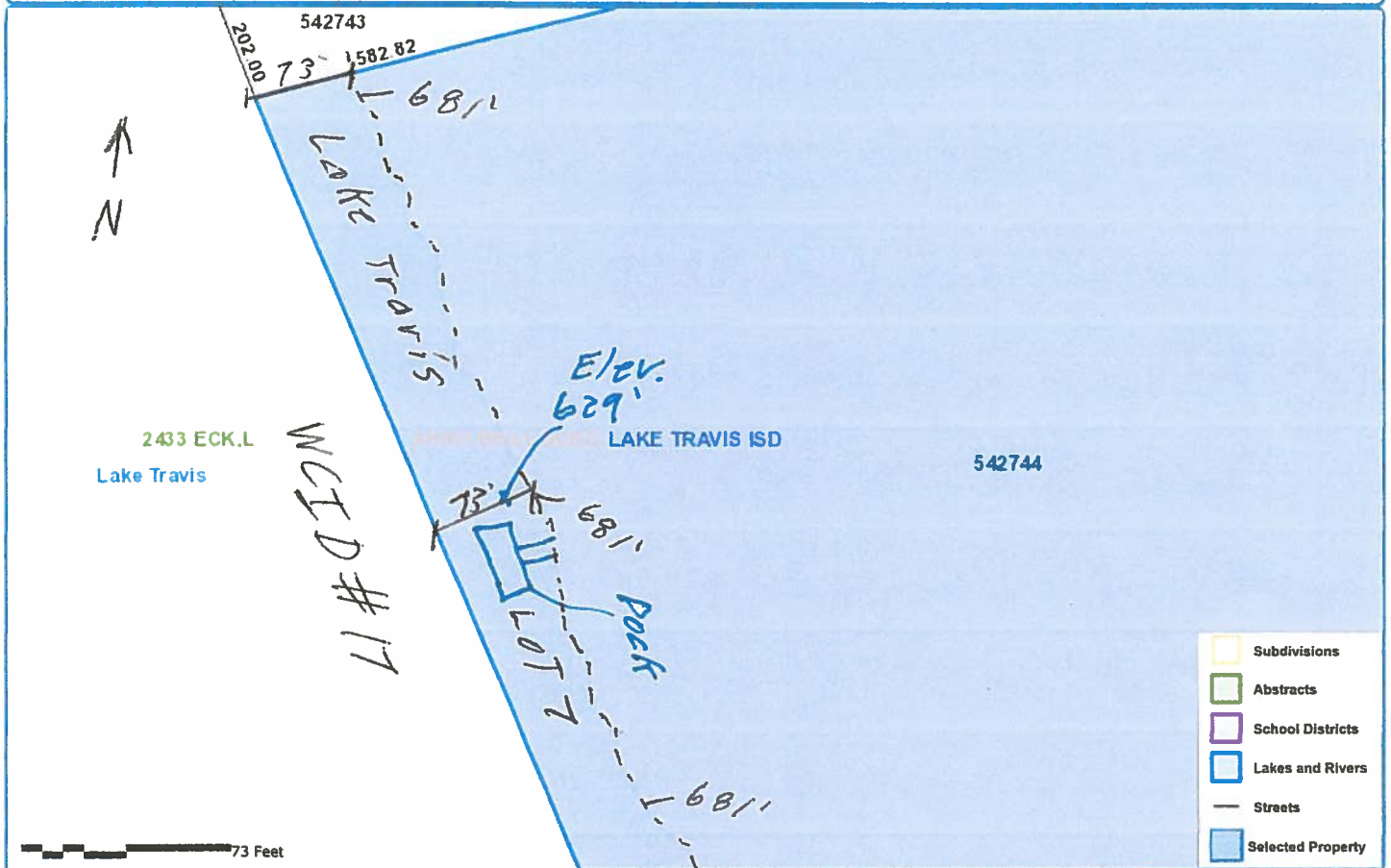
TRAVIS COUNTRY WATER CONTROL & IMPROVEMENT DISTRICT #17

BARGE BUFFER



1462 sq. ft.

Travis CAD - Map of Property ID 542744 for Year 2015



Property Details

Account

Property ID: 542744
 Geo ID: 0156600409
 Type: Real

Legal Description: LOT 1-7 LESS SE.68AC & STRIP BRILL ARNO SUBD ABS 2433 SUR 162 ECK L T ACR .73

Location

Situs Address: 4212 ECK LN TX 78734
 Neighborhood: WATERFRONT - HUDSON BEND
 Mapsco: 460Y
 Jurisdictions: 17, 52, 03, 0A, 2J, 07

Owner

Owner Name: STEPHEN JOHN KURT &
 Mailing Address: VIDA LESLIE STEPHEN, 191 HAWTHORNE LOOP, , DRIFTWOOD, TX 78619-4369

Property

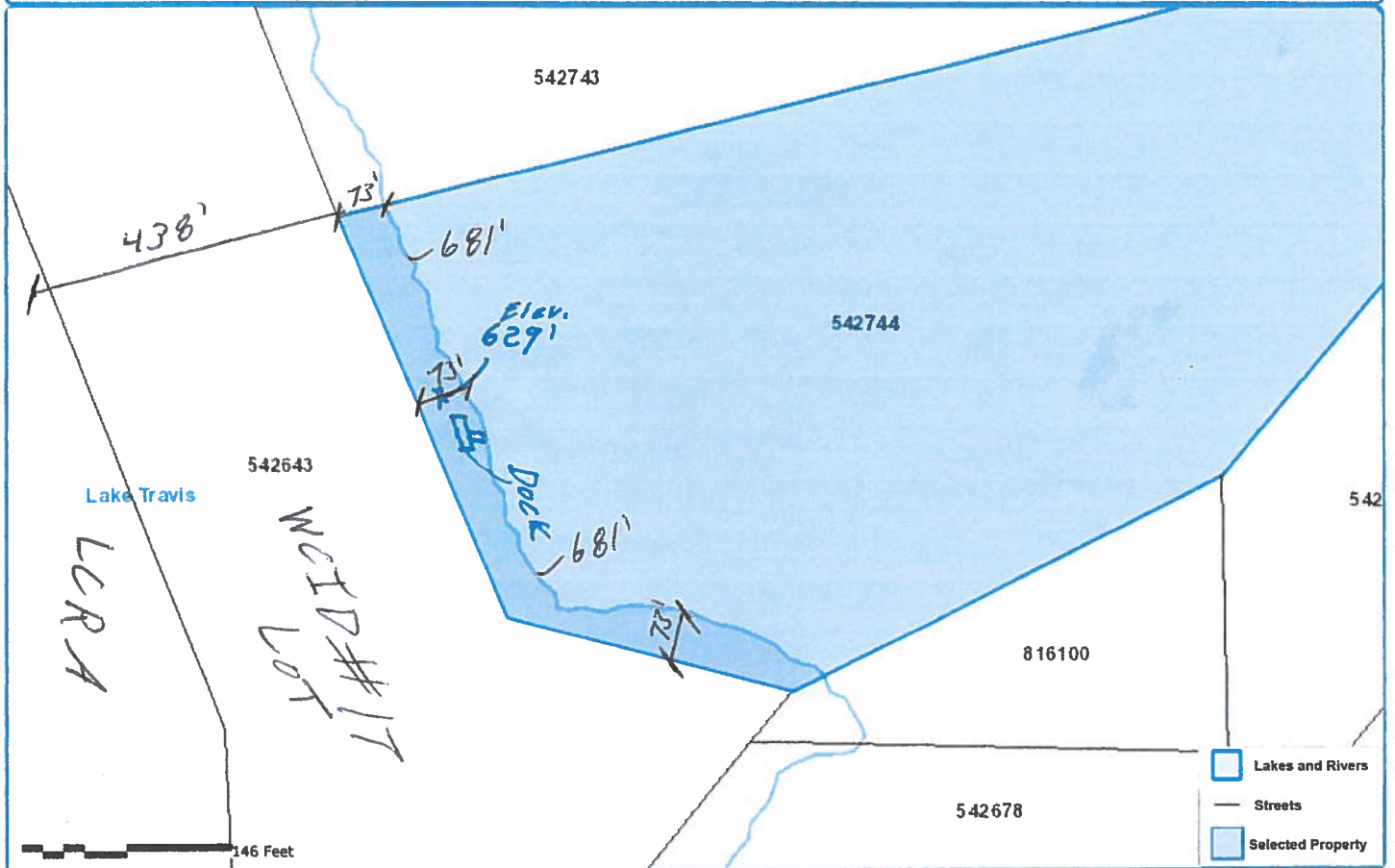
Appraised Value: \$1,413,000.00

<http://propaccess.traviscad.org/Map/View/Map/1/542744/2015>

powered by
PropertyACCESS
 www.trucautomation.com

Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

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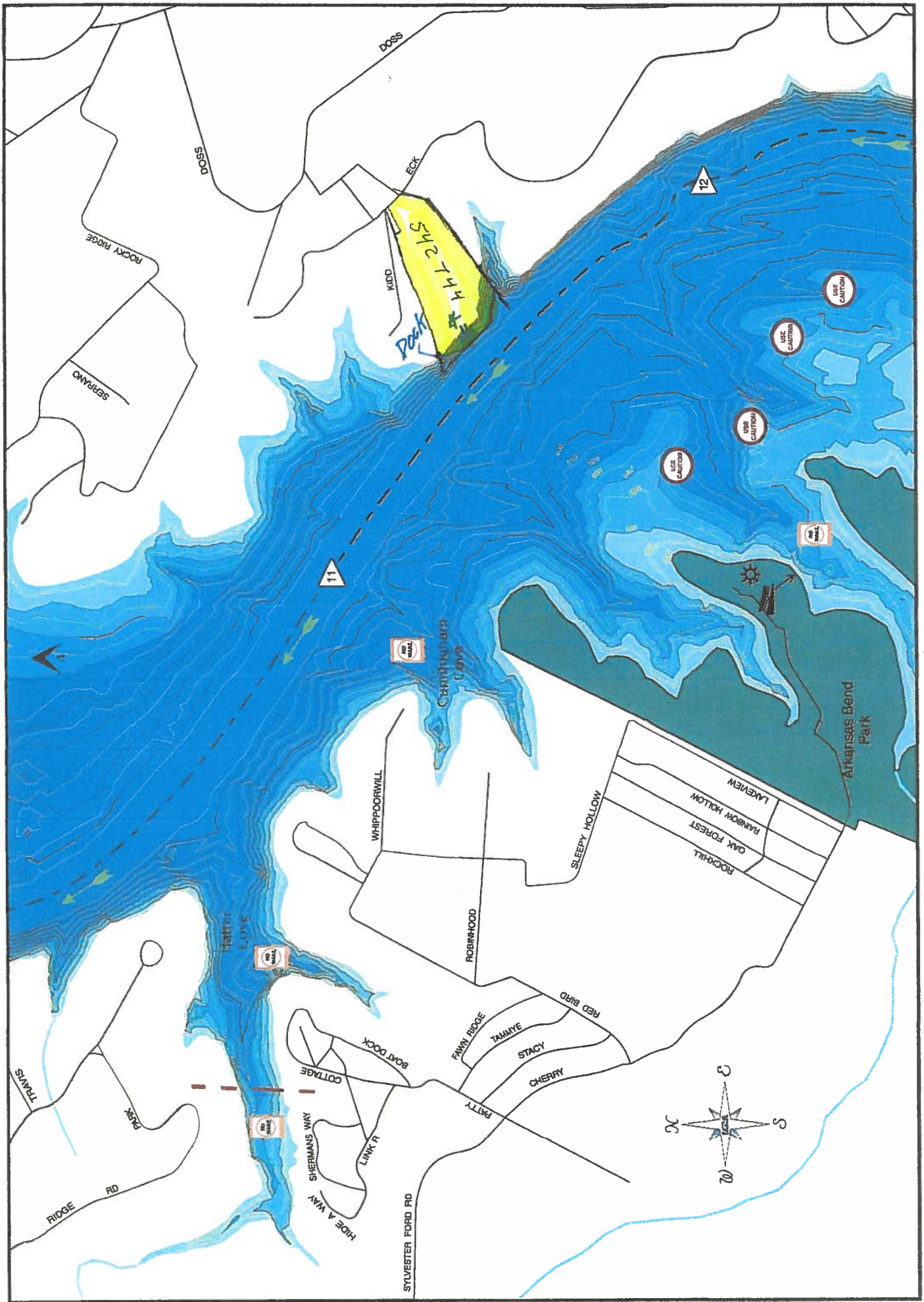
Property

Appraised Value: \$1,413,000.00

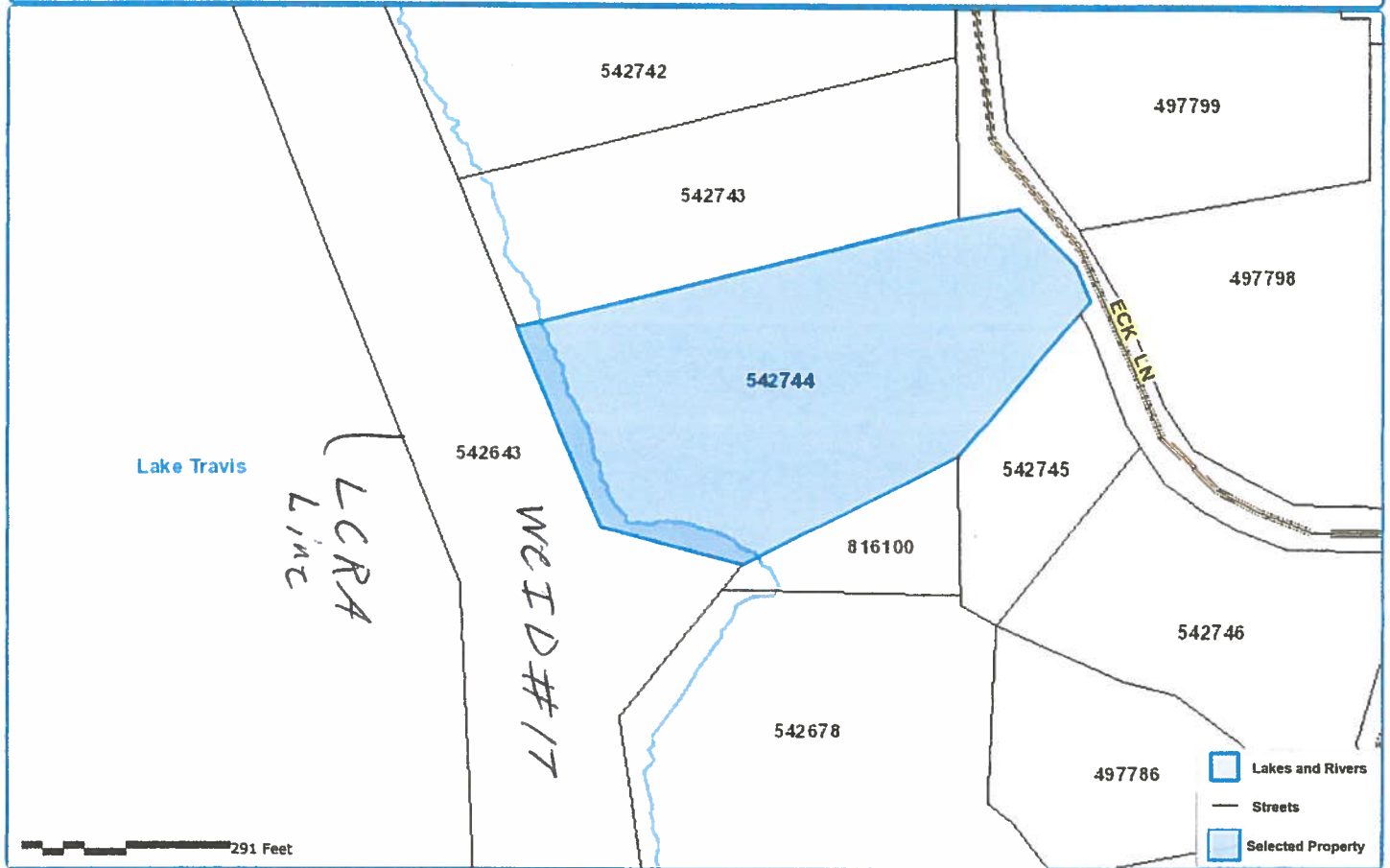
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NorthShore Marina at The Hollows

6612 Lantern View Drive
 Jonestown, TX 78645

Invoice

Date	Invoice #
6/13/2015	8800

Bill To
Austin Edwards 15007 General Williamson Dr. Austin, TX 78734

PAID
 06/20/2015

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
17.887	TICKET #788		
	Gasoline-Premium 93 Oct	3.999	71.53
	Slip Owner Gas Discount	-10.00%	-7.15
	Subtotal		64.38
7.702	TICKET #804		
	Gasoline-Premium 93 Oct	3.999	30.80
30.968	Gasoline-Premium 93 Oct	3.999	123.84
	Slip Owner Gas Discount	-10.00%	-12.38
	Subtotal		142.26
	TICKET #814		
1	Gatorade -20 OZ	1.99	1.99T
	Subtotal		1.99
	TICKET #815		
1	Ice 10 Pounds	3.49	3.49T
1	Ice 10 Pounds	3.49	3.49T
1	Ice 10 Pounds	3.49	3.49T
	Subtotal		10.47
	TICKET #821		
1	Toilet Paper- 9 Rolls	9.50	9.50T
	Subtotal		9.50
	TICKET #842		
60.088	Gasoline-Premium 93 Oct	3.999	240.29
	Subtotal		240.29
	Out-of-state sale, exempt from sales tax	0.00%	0.00

Total \$468.89

Phone #	Fax #	E-mail
512-267-6222	512-267-1256	rberry@northshoremahollows.com

AC VIP Marina LLC

16107-B FM 2769

Invoice

Date	Invoice #
7/3/2015	10409

Bill To
Austin & Angel Edwards 19657 Lakehursts Loop Spicewood, TX 78669

Ship To
CC / CHARGE ACCOUNT

Terms	Account #
NET 10	Charge Account / CC

Description	Qty	Rate	Date	Amount
TICKET #128101			6/18/2015	
Boat Unleaded Gasoline	24.39	4.099	6/18/2015	99.97
Gas Discount 10%		-10.00%	6/18/2015	-10.00
Subtotal				89.97
TICKET #128863			6/23/2015	
Copa Di Vino - Various Flavors	2	3.75	6/23/2015	7.50T
Subtotal				7.50
TICKET #129762			6/27/2015	
Small Ice	1	3.50	6/27/2015	3.50T
Subtotal				3.50
VIP Convenience Charge		5.00		5.00
Sales Tax		8.25%		0.91

Thank you for your business.	Total	\$106.88
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[Boat Ramps](#)


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[News!](#)

Water Level

 **671.55 ft**
updated 2:00 PM

Lake Travis Water Level

Current Weather

 Clear
Wind: 12 mph S
Humidity: 59%

88°F

Lake Travis Weather

Live Webcam



Lake Travis Webcam

 **CONTACT US**

Lake Travis Water Level

The information below shows the Current Lake Travis Water Level and history of Lake Travis Water Level.

Current Water Level

671.55 feet (updated 2:00 PM)

Today's Water Level - 24 Hour

Day	Average Water Level	Compared to Full
2:00 PM	671.55 feet	(-9.45)
1:00 PM	671.52 feet	(-9.48)
12:00 PM	671.54 feet	(-9.46)
11:00 AM	671.55 feet	(-9.45)
10:00 AM	671.55 feet	(-9.45)
9:00 AM	671.54 feet	(-9.46)
8:00 AM	671.54 feet	(-9.46)
7:00 AM	671.55 feet	(-9.45)
6:00 AM	671.56 feet	(-9.44)
5:00 AM	671.55 feet	(-9.45)
4:00 AM	671.54 feet	(-9.46)
3:00 AM	671.56 feet	(-9.44)
2:00 AM	671.54 feet	(-9.46)
1:00 AM	671.56 feet	(-9.44)

Total Rise/Fall Today:  -0.01 feet

Average Water Level Over The Last 30 Days

Day	Average Water Level	Compared to Full
Jul 8, 2015	671.55 feet	(-9.45)
Jul 7, 2015	671.54 feet	(-9.46)
Jul 6, 2015	671.53 feet	(-9.47)
Jul 5, 2015	671.53 feet	(-9.47)
Jul 4, 2015	671.53 feet	(-9.47)
Jul 3, 2015	671.48 feet	(-9.52)
Jul 2, 2015	671.43 feet	(-9.57)
Jul 1, 2015	671.38 feet	(-9.62)
Jun 30, 2015	671.28 feet	(-9.72)
Jun 29, 2015	671.21 feet	(-9.79)
Jun 28, 2015	671.01 feet	(-9.99)
Jun 27, 2015	670.90 feet	(-10.10)
Jun 26, 2015	670.82 feet	(-10.18)
Jun 25, 2015	670.75 feet	(-10.25)
Jun 24, 2015	670.67 feet	(-10.33)
Jun 23, 2015	670.56 feet	(-10.44)
Jun 22, 2015	670.43 feet	(-10.57)
Jun 21, 2015	670.25 feet	(-10.75)
Jun 20, 2015	670.08 feet	(-10.92)
Jun 19, 2015	669.93 feet	(-11.07)
Jun 18, 2015	669.79 feet	(-11.21)
Jun 17, 2015	669.69 feet	(-11.31)

Jun 16, 2015	669.54 feet	(-11.46)
Jun 15, 2015	669.39 feet	(-11.61)
Jun 14, 2015	669.24 feet	(-11.76)
Jun 13, 2015	669.11 feet	(-11.89)
Jun 12, 2015	669.03 feet	(-11.97)
Jun 11, 2015	668.97 feet	(-12.03)
Jun 10, 2015	668.88 feet	(-12.12)
Jun 9, 2015	668.74 feet	(-12.26)

Total 30 Day Rise/Fall: ↑ 2.81 feet

Historical Data - Select a Year

2015	2009	1999	1989	1979	1969	1959	
2014	2008	1998	1988	1978	1968	1958	1949
2013	2007	1997	1987	1977	1967	1957	1948
2012	2006	1996	1986	1976	1966	1956	1947
2011	2005	1995	1985	1975	1965	1955	1946
2010	2004	1994	1984	1974	1964	1954	1945
	2003	1993	1983	1973	1963	1953	1944
	2002	1992	1982	1972	1962	1952	1943
	2001	1991	1981	1971	1961	1951	
	2000	1990	1980	1970	1960	1950	

Water Level News

8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
																			1	2	3	4	5	6	7

- [Despite heavy rain, drought water-use restrictions remain for Austin](#) 665 Readers
Jul 1, 2015
- [Central Texas not drought-free yet](#) 1947 Readers
Jun 26, 2015
- [Travis Co. dive team training prepares for busy summer](#) 481 Readers
Jun 26, 2015
- [Roads flood as storms roll across Travis & Williamson Counties](#) 538 Readers
Jun 17, 2015
- [Drought trudges on despite gains](#) 946 Readers
Jun 12, 2015
- [Wastewater overflows from 10 Austin plants after flooding](#) 5540 Readers
May 28, 2015
- [Lake Travis being replenished by heavy Austin-area rains](#) 21864 Readers
May 25, 2015
- [Things to do in Austin when it rains](#) 3984 Readers
May 23, 2015
- [Overnight rain falls in perfect spot for Lake Travis](#) 6042 Readers
May 21, 2015
- [Texas' good rains benefit lake levels statewide](#) 6142 Readers
May 1, 2015

* 304 news listings found concerning [Lake Travis Water Level](#)