

**AGREEMENT FOR JOINT DEVELOPMENT OF
WATER RESOURCES ASSESSMENT PLAN
(AFTER JULY 1, 2008)**

This AGREEMENT FOR JOINT DEVELOPMENT OF WATER RESOURCES ASSESSMENT PLAN, hereinafter "Agreement", is entered into by and between the San Jacinto River Authority, hereinafter "SJRA", and _____, hereinafter "Water System Owner" for the joint development of a Water Resources Assessment Plan.

RECITALS

WHEREAS, the State of Texas has established that a regional approach for planning and developing water resource projects is the best way to meet local needs and manage the State's resources; and

WHEREAS, the SJRA was created by the Legislature to manage the water resources of the San Jacinto River Basin; and

WHEREAS, the Lone Star Groundwater Conservation District, hereinafter "LSGCD" has established a District Regulatory Plan to reduce groundwater production in Montgomery County; and

WHEREAS, the SJRA and Water System Owner are interested in exploring options to ensure that adequate water supplies are available for their respective services areas and to meet the requirements of the LSGCD; and

WHEREAS, the Water Resources Assessment Plan required by LSGCD's District Regulatory Plan, hereinafter "WRAP", will provide an assessment of existing water supply facilities, future water demands, and strategies to meet those demands.

NOW, THEREFORE, SJRA and Water System Owner in consideration of the mutual covenants, obligations, and benefits provided herein, agree as set forth above and hereinafter.

Article 1 - General Provisions

- 1.1 The SJRA intends to develop and submit a WRAP, Parts I and II, which will include Water System Owner's intended service area and associated water demands to meet the requirements of the LSGCD District Regulatory Plan.
- 1.2 Water System Owner agrees that its projected water demands will be included in the SJRA's WRAP, however this Agreement does not obligate Water System Owner to participate in any future plan or in the development of any regional surface water treatment plant and transmission system with the SJRA.

- 1.3 This Agreement does not constitute a water supply agreement between the SJRA and the Water System Owner and does not obligate the SJRA to participate in any future plan with the Water System Owner.
- 1.4 SJRA may include additional groundwater users in the WRAP.
- 1.5 The Effective Date of this Agreement shall be the date of execution by the SJRA as indicated below.
- 1.6 This Agreement shall be binding on the Water System Owner upon execution.
- 1.7 This Agreement shall expire upon approval of the WRAP by LSGCD, unless extended by both parties.

Article 2 - Responsibilities

- 2.1 SJRA will administer the development of the WRAP, including contracting for any professional services with third parties as required.
- 2.2 Water System Owner will provide necessary information and input in a timely manner to SJRA as needed for the development of the WRAP.
- 2.3 SJRA will provide a draft WRAP to Water System Owner prior to submittal to LSGCD. Water System Owner may provide comments prior to preparation and subsequent submittal of a final WRAP to LSGCD.

Article 3 - Fee

- 3.1 Water System Owner shall pay SJRA a lump sum fee for the development of the WRAP, Parts I and II based on the following tiered structure. For Water System Owners that own two or more separate water systems, the fee shall be applied per system up to the cap described below.

<u>Total 2008 Projected Annual Water Demand</u>	<u>July Fee</u>	<u>August Fee</u>
Greater than 600,000,000 gallons	\$10,500	\$12,000
Less than or Equal to 600,000,000 gallons	\$3,500	\$4,000
Cap for Owners of Multiple Systems	\$10,500	\$12,000

- 3.2 Water System Owner shall pay SJRA the full amount specified above not later than the last day of the month indicated.
- 3.3 If such fee is not timely paid, SJRA may terminate this Agreement and exclude Water System Owner from the SJRA's WRAP.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

By: _____

Date

Printed Name: _____

Title: _____

SAN JACINTO RIVER AUTHORITY

By: _____

Reed Eichelberger, P.E.
General Manager

Date