

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered to be effective the 22nd day of September 2025, (the “Effective Date”) between Lakeside Estates Georgetown, LLC (“Lakeside”) and the Greater Edwards Aquifer Alliance (“GEAA”). Lakeside and GEAA collectively are referred to herein as “Parties.”

R E C I T A L S

WHEREAS, Lakeside applied for new TCEQ/TLAP Permit No. WQ0016499001 to serve the wastewaters needs of its planned Lakeside Estates residential development by authorizing the land application of domestic wastewater (effluent) at a daily average flow not to exceed 190,000 gallons per day or 0.19 million gallons per day (MGD) in the Interim phase and a daily average flow not to exceed 0.38 MGD in the Final phase via surface irrigation of 101 acres of public access residential green space according to the effluent limitations in the draft permit which does not authorize any effluent discharges into Waters in the State.

WHEREAS, by letter dated October 31, 2024, GEAA requested a contested case hearing to determine whether TCEQ should issue Permit No. WQ0016499001 (“the Permit”).

WHEREAS, the Parties contemplate that the City of Georgetown is in the process of decommissioning its Cimarron Hills wastewater treatment plant, and the City of Georgetown provides the effluent from its Cimarron Hills wastewater treatment plant to irrigate the Cimarron Hills Golf Course.

WHEREAS, Lakeside and desire to resolve their differences amicably and without the need for litigation or unnecessary administrative processes.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the benefits to be received by the Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

I.

LAKESIDE OBLIGATIONS/AGREEMENTS

1.01 Regardless of what requirement is imposed by the Permit, so long as the Permit is effective, Lakeside agrees that it will utilize a Class B wastewater operator to operate the facilities authorized by the Permit.

1.02 Regardless of what requirement is imposed by the Permit or a Chapter 210 beneficial reuse authorization under the Permit, Lakeside will treat all Chapter 210 beneficial reuse to a Type I standard.

1.03 Lakeside will use its best efforts to contract with the owners/operators of the Cimarron Hills Golf Course to allow the effluent derived from operations authorized by the Permit to be used to irrigate the Cimarron Hills Golf Course either through Chapter 210 Beneficial Reuse or as a land application field authorized by the Permit.

1.04 Lakeside will notify GEAA in writing (GEAA, P.O. Box 15618 San Antonio, TX 78212) and by email (annalisa@aquiferalliance.org) upon approval by TCEQ of Chapter 210 beneficial reuse authorization under the Permit.

1.05 Lakeside is responsible for its own attorneys' fees and costs related to this Agreement or the Permit.

II.

GEAA'S OBLIGATIONS/AGREEMENTS

2.01 Within 5 days of the Effective Date GEAA will file with the Chief Clerk of TCEQ a formal withdrawal of its Hearing Request for the Permit. If the Hearing Request is not withdrawn, GEAA will file any other documents that may be necessary to communicate to TCEQ that it does not seek a contested case hearing for the Permit

2.02 If a contested case hearing is ordered by TCEQ, GEAA will not participate in the contested case hearing, and if named a party will seek to withdraw from the contested case hearing.

2.03 GEAA will not oppose the issuance of the Permit.

2.04 GEAA is responsible for its own attorneys' fees and costs related to this Agreement or the Permit.

III.

REMEDIES

3.01 **Remedies.** If any Party fails to comply with its obligations under this Agreement or fails to correct any default after a 30-day notice and opportunity to cure, the other Party or Parties may exercise any remedy authorized at law or in equity, including filing suit in a court of competent jurisdiction to seek any available remedy, including by way of example only, injunctive relief, specific performance and/or monetary damages. To the extent allowed by law, the prevailing Party or Parties to the litigation may recover costs of court, attorney's fees and expert consultant and witness fees incurred in enforcing or defending a claim under this Agreement.

3.02 **Equitable Remedies.** It is not intended hereby to specify (and this Agreement will not be considered as specifying) an exclusive remedy for any default, but all remedies existing at law or in equity may be availed of by any party hereto and will be cumulative of the remedies provided herein. Recognizing however, that the failure in the performance of the Parties' obligations hereunder could not be adequately compensated in money damages alone, the Parties agree, in the event of any default on its part, that the other parties will have available to them equitable remedies, including specific performance, in addition to any other legal or equitable remedies which may also be available.

**IV.
GENERAL PROVISIONS**

4.01 Good Faith. The Parties agree to cooperate with each other and act in good faith in the performance of this Agreement.

4.02 Provision of Further Documents. The Parties will execute and deliver such other and further requested legal documents or instruments as are reasonably necessary to effectuate the purposes and intent of this Agreement.

4.03 Severability. Except as specifically set forth in this Agreement, the provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstances is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances will not be affected thereby and this Agreement will be construed as if such invalid or unconstitutional portion had never been contained herein.

4.04 Entire Agreement. This Agreement, including all Exhibits attached hereto, which are expressly made a part hereof by reference for all purposes, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, representations, covenants or warranties, whether oral or in writing, respecting the subject matter hereof.

4.05 Amendment. No amendment of this Agreement is effective unless and until it is duly approved by each party and reduced to a writing signed by the Authorized Representatives of all of the Parties.

4.06 Governing Law. This Agreement will be construed under the laws of the State of Texas.

4.07 Counterparts. This Agreement may be executed in counterparts.

4.08 Representations/Warranties. Each Party represents and warrants that the signatory below who has signed for that Party has the power and authority to enter into this Agreement on its behalf and that each Party has the authority to execute this Agreement.

Executed in multiple counterparts, each to be considered an original, to be effective upon execution by all Parties:

(Signatures on following page)

AGREED, Effective September 22, 2025:

LAKESIDE ESTATES GEORGETOWN, LLC

By: _____

Name: Ramakrishna Kandula

Title: Manager

GREATER EDWARDS AQUIFER ALLIANCE

**Annalisa
Peace**

Digitally signed by Annalisa Peace
DN: cn=Annalisa Peace, o=Greater
Edwards Aquifer Alliance, ou=Executive
Director,
email=annalisa@aquiferalliance.org, c=US
Date: 2025.09.22 11:13:15 -05'00'

Name: Annalisa Peace

Title: Executive Director