

**Alliance Regional Water Authority  
Board of Directors**

**REGULAR MEETING**



**ALLIANCE WATER**

**BOARD MEMBER PACKETS**

Wednesday, December 16, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572  
Code: 536 335 684#

**REGULAR MEETING**  
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**In accordance with Governor Abbott's Executive Order, declaration of the COVID-19 public health threat, and action to temporarily suspend certain provisions of the Texas Open Meetings Act, a quorum of Alliance Regional Water Authority's (the Authority's) Board of Directors will hold a meeting by telephonic conference call at 3:00 PM, Wednesday, December 16, 2020. The public may participate in this meeting by calling the following number and code:**

**Conference Call Number: 1-903-405-2572**  
**Code: 536 335 684#**

**Members of the public wishing to make public comment during the meeting must register by emailing [info@alliancewater.org](mailto:info@alliancewater.org) prior to 3:00 p.m. on December 16, 2020. This meeting will be recorded and the audio recording will be available on the Authority's website after the meeting. A copy of the agenda packet will be available on the Authority's website at the time of the meeting. Additional information can be obtained by calling Graham Moore at (512) 294-3214.**

A. CALL TO ORDER

B. ROLL CALL

C. PUBLIC COMMENT PERIOD (Note: Each person wishing to speak must register with the Executive Director at [info@alliancewater.org](mailto:info@alliancewater.org) before 3:00 p.m.)

D. CONSENT AGENDA

*The items included in the Consent Agenda portion of this meeting agenda can be considered and approved by the Board of Directors by one motion and vote. A Board member may request that an item included in the Consent Agenda be considered separately, in which event the Board of Directors will take action on the remaining Consent Agenda items and then consider the item removed from the Consent Agenda.*

D.1 Consider approval of minutes of the Regular Meeting held November 18, 2020.  
~ Graham Moore, P.E., Executive Director

E. PUBLIC HEARINGS / PRESENTATIONS - None

F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

F.1 Report on Technical Committee activities. ~ Graham Moore, P.E., Executive Director

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- F.2 Update and possible direction to Staff regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants. ~ *Jason Biemer, Project Coordinator*
- F.3 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities. ~ *Graham Moore, P.E., Executive Director*
- G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS - Update on future meeting dates, locations, status of Authority procurements, Executive Director activities, other operational activities and the status of legal issues, where no action is required. ~ *Graham Moore, P.E., Executive Director / Mike Gershon, Lloyd Gosselink Rochelle & Townsend, P.C.*
- H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION
  - H.1 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
  - H.2 Consider adoption of Resolution 2020-12-16-001 approving Change Order #1 with Hydro Resources Mid-Continent, Inc. for the Authority's Phase 1B Well Drilling project. ~ *Graham Moore, P.E., Executive*
  - H.3 Consider adoption of Resolution 2020-12-16-002 approving an Advanced Funding Agreement with the Texas Department of Transportation for improvements to SH-304 in Caldwell County, adjacent to the Authority's Water Treatment Plant property. ~ *Graham Moore, P.E., Executive*
  - H.4 Consider adoption of Resolution 2020-12-16-003 approving Amendment #2 to the Agricultural Lease between the Authority and Chris Walker for the Authority's Water Treatment Plant property in Caldwell County. ~ *Graham Moore, P.E., Executive*
  - H.5 Consider adoption of Resolution 2020-12-16-004 approving a Letter Agreement with HDR, Inc. for an Interim Water Rate Study for water shared by the City of San Marcos with County Line Special Utility District. ~ *Graham Moore, P.E., Executive*

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- H.6 Consider adoption of Resolution 2020-12-16-005 setting the Authority's priorities for the 87<sup>th</sup> Texas Legislative Session. ~ *Graham Moore, P.E., Executive Director*
- H.7 Consider adoption of Resolution 2020-12-16-006 making appointments to the Technical Committee. ~ *Graham Moore, P.E., Executive Director*
- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – Possible acknowledgement by Board Members of future area events and/or requests for item(s) to be placed on a future agenda where no action is required.
- J. EXECUTIVE SESSION
  - J.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) regarding:*
    - A. *Water supply partnership options*
    - B. *Groundwater leases*
    - C. *Acquisition of real property for water supply project purposes*
  - J.2 Action from Executive Session on the following matters:
    - A. *Water supply partnership options*
    - B. *Groundwater leases*
    - C. *Acquisition of real property for water supply project purposes*
    - D. *Consideration of Resolution 2020-12-17-007 finding Public Convenience and Necessity for and authorizing the acquisition of certain water pipeline easements and temporary construction easements and certain fee estates for the Alliance Regional Water Authority, Phase 1B Water Line Project in connection therewith, over, across, upon and under certain privately owned real estate properties; authorizing all appropriate actions by the Board of Directors, staff, retained attorneys and engineering and technical consultants in the institution and prosecution of condemnation proceedings to acquire any such needed fee estates and easements and temporary construction easements and related rights of ingress and egress that cannot be acquired through negotiation; declaring further negotiations futile; ratifying and affirming all acts and proceedings heretofore done or initiated by employees, agents, and attorneys of ARWA to acquire such property interests including necessary acts for any applicable lienholders for such properties; authorizing all other lawful action necessary and incidental to such acquisitions or eminent domain proceedings to survey, specify, define, and secure the necessary*

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*interests in real property; declaring the sections of the resolution to be severable one from the other in the event any section of the resolution is determined to be invalid; establishing an effective date; and finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law.*

**K. ADJOURNMENT**

**NOTE:** *The Board of Directors may meet in Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion. The Board of Directors may also publicly discuss any item listed on the agenda for Executive Session.*

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**A. CALL TO ORDER**

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No Backup Information for this Item.

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**B. ROLL CALL**

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<b>NAME</b>	<b>TERM ENDS</b>	<b>PRESENT</b>
Mayor Jane Hughson – Vice-Chair (San Marcos)	April 2023	
Mike Taylor (CRWA - General Manager, Crystal Clear SUD)	April 2023	
Brian Lillibridge (Kyle – Asst. Public Works Director)	April 2021	
Blake Neffendorf – Treasurer (Buda – Water Resources Coordinator)	April 2023	
Councilmember Mark Rockeymoore (San Marcos)	April 2022	
Humberto Ramos (CRWA – Water Resources Director)	April 2021	
James Earp – Secretary (Kyle – Assistant City Manager)	April 2021	
Tom Taggart (San Marcos – Executive Director of Public Services)	April 2021	
Chris Betz – Chair (CRWA - President, County Line SUD)	April 2022	
Councilmember Tracy Scheel (Kyle)	April 2021	
Jon Clack (San Marcos – Assistant Director of Public Services)	April 2022	
Pat Allen (CRWA - General Manager, Green Valley SUD)	April 2023	
Vacant (San Marcos)	April 2022	

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- C.** PUBLIC COMMENT PERIOD (Note: Each person wishing to speak must register with the Executive Director at [info@alliancewater.org](mailto:info@alliancewater.org) before 3:00 p.m.)
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**D. CONSENT AGENDA**

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Item D.1 is presented as part of the consent agenda.

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**D.1** Consider approval of minutes of the Regular Meeting held November 18, 2020. ~  
*Graham Moore, P.E., Executive Director*

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Attachment(s)

- 2020 11 18 Board Meeting Minutes

**Board Decision(s) Needed:**

- Approval of minutes.



**Alliance Regional Water Authority**

**BOARD MEETING**

**MINUTES**

**Monday, November 18, 2020**

The following represents the actions taken by the Board of Directors of the Alliance Regional Water Authority (ARWA) in the order they occurred during the meeting. The Board of Directors convened in a meeting on Wednesday, November 18, 2020 via conference call in accordance with Governor Abbott's Executive Order declaring the COVID-19 public health threat and temporarily suspending certain provisions of the Texas Open Meetings Act.

- A. CALL TO ORDER.  
**The Alliance Water Board Meeting was called to order at 3:00p.m. by Mr. Betz.**
  
- B. ROLL CALL.
  - **Present: Hughson, Taylor, Samford, Neffendorf, Ramos, Earp, Taggart, Betz, Clack, Allen and Neel with Allen leaving after Item J.1.**
  - **Absent: Rockeymoore & Scheel.**
  
- C. PUBLIC COMMENT PERIOD
  - **None.**
  
- D. CONSENT AGENDA
  - D.1 Consider approval of minutes of the Regular Meeting held October 28th, 2020.
  - D.2 Consider approval of the financial report for October 2020.
    - **Motion to approve the consent agenda items D.1 and D.2 as presented was made by Mr. Taylor, seconded by Mr. Ramos and approved on a 11-0 vote.**
  
- E.1 Update on recent Public Relations activities and future plans.
  - **Adhar Johnson with CD&P discussed their recent public relations activities and items on the horizon.**

**Items F.1 through F.4 were not opened for discussion.**

- F.1 Report on Technical Committee activities. ~ *Graham Moore, P.E., Executive Director*
- F.2 Update and possible direction to Staff regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants. ~ *Jason Biemer, Director of Operations*
- F.3 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities. ~ *Graham Moore, P.E., Executive Director*

G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS

- **No action.**

H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- H.1 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants.
  - **Mr. Sowa provided an update on recent activities and the budget status.**
  - **Mr. Neffendorf asked if there are any updates on the sand thicknesses and/or production rates for the Carrizo wells.**
  - **Mr. Moore responded that we do not have anything on production rates yet, but sand thicknesses were generally close to what was expected.**
  - **Mr. Taggart inquired how final offers match up with initial offers and what's the schedule for completion?**
  - **Mr. Sowa noted that not all initial offers get finals, because some sign early.**
  - **Mr. Taylor asked what is the scheduled to get to eminent domain on parcels?**
  - **Mr. Sowa responded that final offers must wait for 30 days after initial offers, then eminent domain can be declared 15 days after the final offers.**
  - **No Action.**

- H.2 Consider adoption of Resolution 2020-11-18-001 approving Work Order #7 with Blanton & Associates for additional environmental services associated with the Authority's Phase 1B Program.
- **Motion to adopt Resolution 2020-11-18-001 approving Work Order #7 with Blanton & Associates for additional environmental services associated with the Authority's Phase 1B Program as presented was made by Mr. Ramos, seconded by Mr. Taggart and approved on a 11-0 vote.**
- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS
- **None.**
- J.1 The Board of Directors recessed into Executive Session at 3:39 p.m. pursuant of the Government Code, Section 551.071, to seek the General Counsel's advice regarding matters involving attorney-client privilege, and/or Section 551.072 to discuss water supply project partnership options. The Board of Directors reconvened from Executive Session at 4:12 p.m.
- J.2 Action from Executive Session on the following matters:
- A. Water supply partnership options
  - B. Groundwater leases
  - C. Acquisition of real property for water supply project purposes.
    - **No Action.**
  - D. Consideration of Resolution 2020-11-18-002 approving a Purchase Agreement with Robert and Valerie Stillwell for a permanent pipeline easement on Parcel D045G.
    - **Motion to adopt Resolution 2020-11-18-002 approving a Purchase Agreement with Robert and Valerie Stillwell for a permanent pipeline easement on Parcel D045G as presented was made by Mr. Taylor, seconded by Mr. Ramos and approved on a 10-0 vote.**
  - E. Consideration of Resolution 2020-11-18-003 finding Public Convenience and Necessity for and authorizing the acquisition of certain water pipeline easements and temporary construction easements and certain fee estates for the Alliance Regional Water Authority, Phase 1B Water Line Project in connection therewith, over, across, upon and under certain privately owned real estate properties; authorizing all appropriate actions by the Board of Directors, staff, retained attorneys and engineering and technical consultants in the institution and prosecution of condemnation proceedings to acquire any such needed fee estates and easements and temporary construction easements and related rights of ingress and egress that cannot

be acquired through negotiation; declaring further negotiations futile; ratifying and affirming all acts and proceedings heretofore done or initiated by employees, agents, and attorneys of ARWA to acquire such property interests including necessary acts for any applicable lienholders for such properties; authorizing all other lawful action necessary and incidental to such acquisitions or eminent domain proceedings to survey, specify, define, and secure the necessary interests in real property; declaring the sections of the resolution to be severable one from the other in the event any section of the resolution is determined to be invalid; establishing an effective date; and finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law.

- **Motion to adopt Resolution 2020-11-18-003 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions as presented was made by Mr. Taylor, seconded by Mr. Taggart and approved on a 10-0 vote.**

K. ADJOURNMENT

- **Meeting was adjourned at 4:16 p.m. based on the motion by Mr. Taylor, seconded by Ms. Hughson on a 10-0 vote.**

**APPROVED: \_\_\_\_\_, 2020**

**ATTEST:**

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Secretary, Board of Directors

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**F.1** Report on Technical Committee activities. ~ *Graham Moore, P.E., Executive Director*

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Background/Information

The following items were discussed by the Committee at its 12/09 meeting:

- Received an update on the Phase 1A projects (Item F2).
- Received an update on the Phase 1B program (Item H.1).
- Received an update on the Authority's estimates for Operations & Maintenance expenses for the Phase 1B program.
- Received an update on the 87<sup>th</sup> Texas Legislative Session (Item H.6).
- Received an update on area water meetings (Item F.3).

**Board Decision(s) Needed:**

- None.

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**F.2** Update and discussion regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants. ~ *Jason Biemer, Project Coordinator*

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Background/Information

Below are brief updates on the Phase 1A projects.

Segment B Pipeline:

- Construction completed.
- Hydrostatic testing passed.
- Bacteriological tests passed.
- Final walkthrough conducted on December 4, 2020.
  - Project engineer, Contractor, Inspector and ARWA Staff participated.
  - No major deficiencies noted.
  - Minor cleanup and revegetation are the two major items on punch list.
  - Engineer of record is recommending issuing notice of substantial completion the week of December 7<sup>th</sup>.
- TWDB walkthrough proposed for the week of January 4, 2021.

Pump Station:

- Lightning repairs.
  - Begin repairs on December 14, 2020.
  - Anticipating several days to complete.
  - Contractor and subs reconvening on January 4<sup>th</sup>, 2021 to begin retesting all systems and address any problems before final acceptance.

**Board Decision(s) Needed:**

- None.



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- F.3** Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and Capital Area Planning Group activities.

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Gonzales County Underground Water Conservation District (GCUWCD)

The GCUWCD met on December 8th. No items affecting the Authority were discussed at the meeting.

Plum Creek Conservation District (PCCD)

The PCCD is scheduled to meet on December 15<sup>th</sup>. They have an item on their agenda to consider approval of our Segment A plans for the areas that cross their inundation easements.

Groundwater Management Area 13

No update.

Region L Planning Group

No update.

Guadalupe-Blanco River Authority; Hays County Activities; CAPCOG Activities

No update.

**Board Decision(s) Needed:**

- None.

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- G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS** - Update on future meeting dates, locations, status of Authority procurements, Executive Director activities, other operational activities and the status of legal issues, where no action is required. ~ *Graham Moore, P.E., Executive Director / Mike Gershon, Lloyd Gosselink Rochelle & Townsend, P.C.*

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**EXECUTIVE DIRECTOR**

**Log and Calendar of Events**

- Attached is the log of activities for November along with the 3-month look ahead calendar for the Executive Director.

**Executive Director  
Log of Activities**

November						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>1-Nov</i>	<i>2-Nov</i>	<i>3-Nov</i>	<i>4-Nov</i>	<i>5-Nov</i>	<i>6-Nov</i>	<i>7-Nov</i>
	Weekly ROW Call	Phase 1B Monthly Check-in Mtg	County Line - San Marcos Water Sharing	Jacobs meeting	Title issue discussions	
	Raba Kistner meeting	SWIFT docs 90% BPS docs	WTP Design Recommendations	Region L Meeting Weekly ROW call	CRWA Tour of Phase 1A & WTP property	
<i>8-Nov</i>	<i>9-Nov</i>	<i>10-Nov</i>	<i>11-Nov</i>	<i>12-Nov</i>	<i>13-Nov</i>	<i>14-Nov</i>
	Weekly ROW Call	24/7 Operations discussion	Mtg w/ LAN re: ROW	BPSDP 90% Design Review Meeting	Enviro work order discussion	
	PR Check-in mtg	TML Health webinar	1B Schedule status discussion	Weekly ROW call	GMA-13 meeting	
	CRWA Board mtg	GCUWCD Board Mtg	GBRA Invoice	GBRA response letter	1B Procurement update	
	Financial info				Board packet	
<i>15-Nov</i>	<i>16-Nov</i>	<i>17-Nov</i>	<i>18-Nov</i>	<i>19-Nov</i>	<i>20-Nov</i>	<i>21-Nov</i>
	Weekly ROW Call	BPSDP Review Meeting	Mtg with TxWIN partners	Weekly ROW Call	PAC meeting	
	PR coordination	Electrical review	Call w/ HDR re: rate study	Coordinate signatures	WTP & RWI monthly status meeting	
	Consultant invoices		Board Meeting	Land acquisition coordination	Land acquisition coordination	
			BPS review comments			
<i>22-Nov</i>	<i>23-Nov</i>	<i>24-Nov</i>	<i>25-Nov</i>	<i>26-Nov</i>	<i>27-Nov</i>	<i>28-Nov</i>
	Weekly ROW Call	SCADA programming proposal	PTO	Thanksgiving Holiday	Day After Thanksgiving Holiday	
	Review of ROW amendment	Land acquisition coordination				
	Consultant invoices					
<i>29-Nov</i>	<i>30-Nov</i>					
	PTO					

# December 2020

December 2020							January 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 29	30	Dec 1	2	3	4	5
		Review of Segment D 90% Submittal - Alisa Gruber				
		9:00am Alliance Water - Monthly Check-in (Microsoft Teams Meeting) - Cobler, Nathan	10:30am ARWA1BBPS - Design Discussion Items (Microsoft 11:00am ARWA1BPRG - SCADA Programming	11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan		
6	7	8	9	10	11	12
		Review of Segment D 90% Submittal - Alisa Gruber				
	10:00am TML Health's Navitus Pharmacy 1:30pm ARWA Phase 1B Weekly Progress 3:00pm Alliance Water	2:30pm ARWA - Buda Phase 1A System Operation (Microsoft 5:30pm GCUWCD Board Meeting (GCUWCD	3:00pm Technical Committee Meeting (Virtual Only) - Graham Moore	8:00am 11:00am ARWA1B - Weekly ROW Call 1:00pm ARWA1B - 3:00pm ARWA 1A-B	Segment E 60% Design Review - Alisa Gruber 8:30am WTP 100% Plan Review - TEAMS 10:00am GBC Meeting December 4, 2020	
13	14	15	16	17	18	19
		Review of Segment D 90% Submittal - Alisa Gruber				9:00am Project Advisory
		Segment E 60% Design Review - Alisa Gruber				
	11:00am CPAP - Equipment Exchange 1:30pm ARWA Phase 1B Weekly Progress	9:30am ARWA1B - Blanton WO #8 1:00pm PCCD Meeting 2:00pm Segment D 90%	10:00am CRWA Board of Managers Meeting 3:00pm ARWA Board Meeting (Virtual Only)	9:00am WTP - GVEC Closing 11:00am ARWA1B - Weekly ROW Call	2:30pm ARWA1BWTP & RWI - Monthly Design Update Meeting (Microsoft Teams	
20	21	22	23	24	25	26
	Segment E 60% Design Review - Alisa Gruber					
	1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 3:00pm Alliance Water Check In Meeting			CHRISTMAS EVE HOLIDAY	CHRISTMAS HOLIDAY	
27	28	29	30	31	Jan 1, 21	2
	Segment E 60% Design Review - Alisa Gruber					
	PTO			NEW YEAR'S EVE HOLIDAY		
	1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola			11:00am ARWA1B - Weekly ROW Call (Microsoft Teams		

# January 2021

January 2021							February 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28						
31													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 27	28	29	30	31	Jan 1, 21 Segment E 60% Design Review - Alisa Gruber NEW YEAR'S DAY HOLIDAY	2
3	4	5	6	7	8	9
Segment E 60% Design Review - Alisa Gruber 2:00pm						
	9:00am Jon Clack's 1:30pm ARWA Phase 1B 3:00pm Alliance Water	9:00am Alliance Water - Monthly Check-in (~TX-SNA-RM-Trainin	10:00am Segment E 60% Design Workshop (Microsoft Teams	11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa,		
10	11	12	13	14	15	16
	9:00am ARWA1BSC 60% Design Workshop 1:30pm ARWA Phase 1B 6:30pm CRWA Board	5:30pm GCUWCD Board Meeting (GCUWCD Offices)	3:00pm Technical Committee Meeting (TBD)	11:00am ARWA1B - Weekly ROW Call 3:00pm ARWA 1A-B Progress Meeting	9:00am Project Advisory Committee Meeting (Virtual Meeting) - Graham Moore	
17	18	19	20	21	22	23
	1:30pm ARWA Phase 1B Weekly Progress 3:00pm Alliance Water Check In Meeting	1:00pm PCCD Meeting (Lockhart, Texas, United States)		11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa,		
24	25	26	27	28	29	30
	1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola		10:00am CRWA Board of Managers Meeting 3:00pm ARWA Board Meeting (TBD) -	11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa,		
31	Feb 1	2	3	4	5	6

# February 2021

February 2021							March 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6	7	1	2	3	4	5	6
7	8	9	10	11	12	13	7	8	9	10	11	12	13
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28							28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 31	Feb 1 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 3:00pm Alliance Water Check In Meeting ( <a href="https://zoom.us/j/94">https://zoom.us/j/94</a> )	2 9:00am Alliance Water - Monthly Check-in (Microsoft Teams Meeting) - Cobler, Nathan	3	4 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	5 9:30am GMA-13 Meeting (Virtual)	6
7	8 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 6:30pm CRWA Board Meeting (CRWA Offices (850 Lakeside	9 5:30pm GCUWCD Board Meeting (GCUWCD Offices)	10 3:00pm Technical Committee Meeting (TBD)	11 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams 3:00pm ARWA 1A-B Progress Meeting (ARWA Trailer) - Jim	12	13
14	15 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 3:00pm Alliance Water Check In Meeting ( <a href="https://zoom.us/j/94">https://zoom.us/j/94</a> )	16 1:00pm PCCD Meeting (Lockhart, Texas, United States)	17	18 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	19 9:00am Project Advisory Committee Meeting (Virtual Meeting) - Graham Moore	20
21	22 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	23	24 10:00am CRWA Board of Managers Meeting (CRWA Offices) 3:00pm ARWA Board Meeting (TBD) - Graham Moore	25 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	26	27
28	Mar 1	2	3	4	5	6

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, December 16, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 536 335 684#

**H.1** Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*

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Background/Information

Ryan Sowa with Kimley-Horn will update the Committee on their recent activities associated with the Phase 1B program.

Attachment(s)

- Phase 1B Program Update – December 16, 2020
- Kimley-Horn Monthly Summary of Activities for November 2020

**Board Decision(s) Needed:**

- None.



## Phase 1B Program Update

Board of Directors Meeting  
December 16, 2020

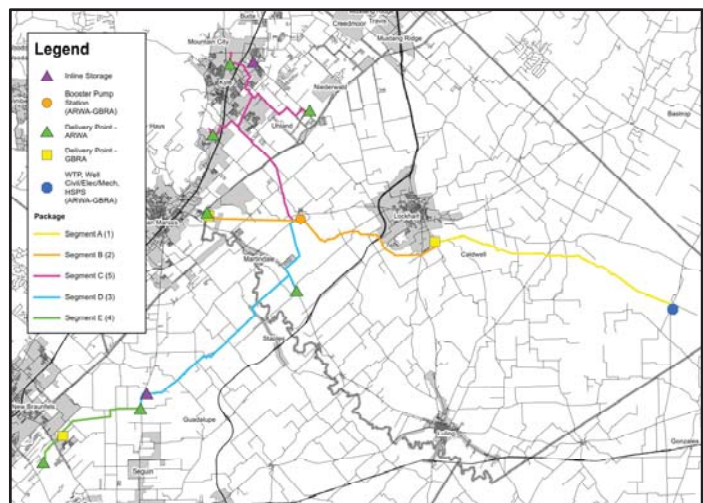


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## Ongoing Progress

### Design Milestone Review

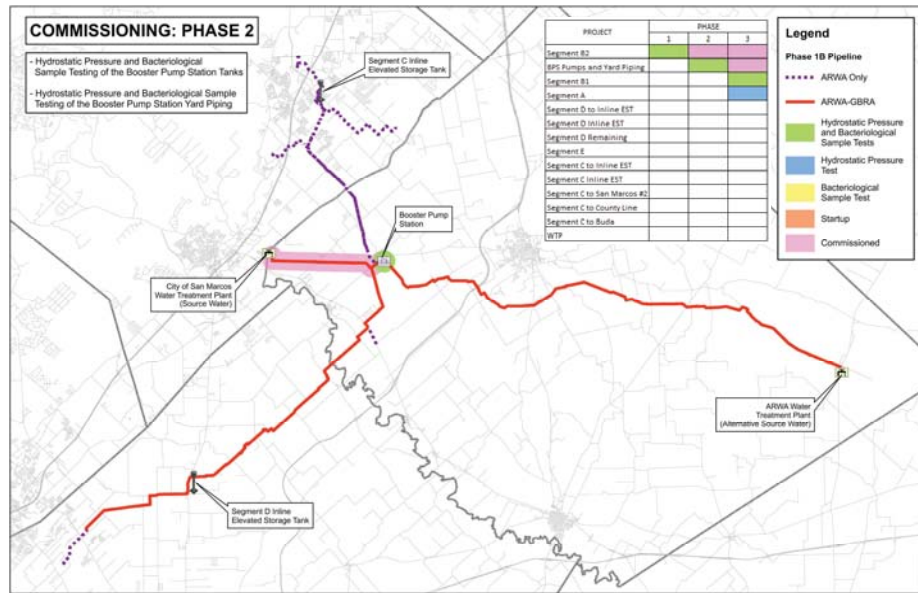
- December
  - Pipeline Segment E (60%)
  - Pipeline Segment A (100%)
  - Booster Pump Station (100%)
- January
  - Pipeline Segment B (100%)



Kimley»Horn



# Commissioning Update



# Commissioning Update

- Analyses underway:
  - Source Water Volume requirements and Flow Rate calculations

Table 1: Combined Program Commissioning Calculations

	Phase Summary*	Pumping Rate for Filling (gpm)	Volume to Fill (gal)	Max Pumping Rate for BacT Testing (gpm)	How Long to Fill (Days)	Time Pumping for Chlorination (Days)	Volume for Phase Testing (gal)	Total Commissioning Time (Working Days)*
PHASE 1	Hydro. & BacT Seg. B2	2,000	1,800,000	2,800	1	1	3,600,000	9
PHASE 2	BPS Yard Piping and GST	2,000	4,600,000	2,800	2	1	1,000,000	30
PHASE 3	Hydro. Test Seg. B1 and Seg. A	2,000	12,200,000	-	5	-	12,200,000	12
PHASE 4	Hydro. & BacT Seg. D to EST	2,000	7,130,000	2,800	3	2	14,260,000	19
PHASE 5	Hydro. & BacT Seg. D EST	2,000	1,000,000	2,800	1	-	1,000,000	8
PHASE 6	Hydro. & BacT Seg D (remain) & Seg. E	2,000	2,400,000	2,800	1	1	4,800,000	24
	BacT Seg. B1 & Test Seg. A	-	-	2,800	-	3	12,200,000	
	<b>SUM</b>		<b>29,130,000</b>				<b>49,060,000</b>	<b>101</b>

- Commissioning Schedule alignment with Program Construction Schedule and Program Goals

# Pipeline Easement Acquisition Status

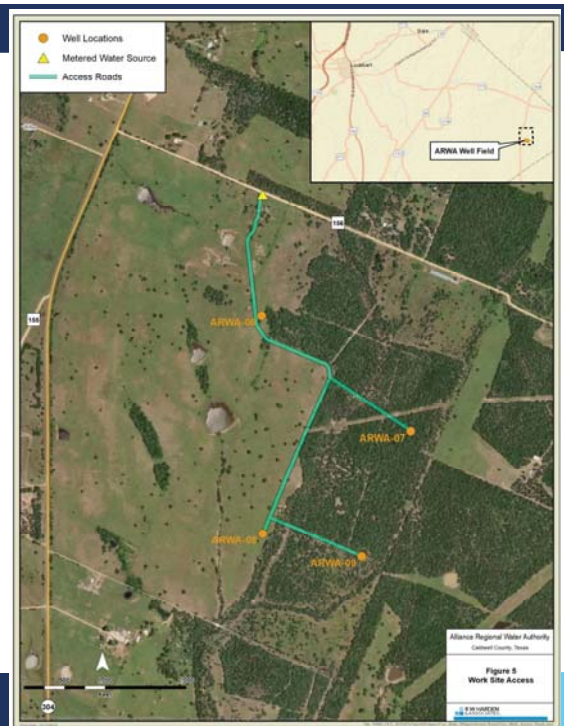
Pipeline Segment	Number of Parcels	Appraisals Prepared	Initial Offer Letter Delivered	Final Offer Letter Delivered	Purchase Agreement Signed / Possession Obtained	Approved for Condemnation
A	39	38	37	24	17	11
B	53	44	42	36	5	26
D	59	53	51	28	14	4
C	84	14	13	6	2	0
E	38	21	15	6	1	0
Wellfield	20	0	0	0	0	0
<b>Total</b>	<b>293</b>	<b>170</b>	<b>158</b>	<b>100</b>	<b>39</b>	<b>41</b>



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# Well Drilling Construction Progress

- Actual Progress (last 30 days)
  - Site No. 9
    - Screen installation
      - Increased length
    - Pump testing
    - Water sampling
  - Site Nos. 6 and 7
    - Completion of pilot holes
- Anticipated Progress (next 30 days)
  - Site No. 8
    - Production well development
    - Initial pump testing



# Well Field Construction Update

Photo Credit:  
Jim Tolles



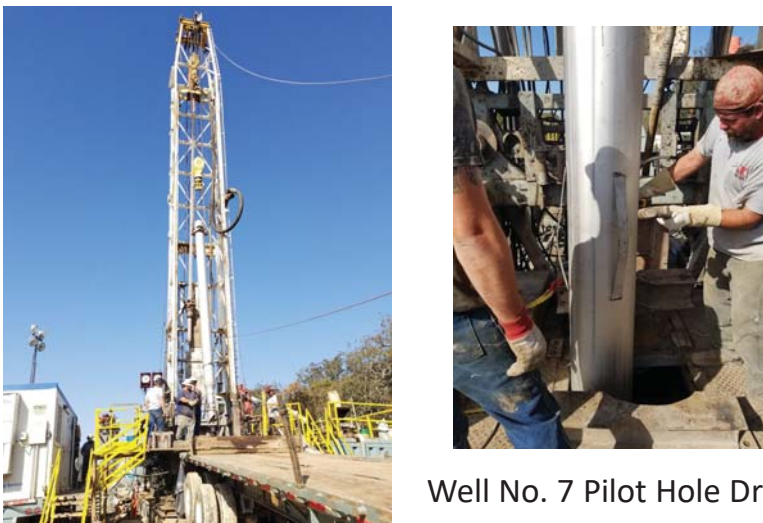
Well Screens



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# Well Field Construction Update

Photo Credit:  
Jim Tolles



Well No. 7 Pilot Hole Drilling



Kimley»Horn

## Well Drilling Construction Change Order No. 1

- Quantity reconciliation for the following items:
  - Pilot Hole Depth
  - Casing Length
  - Liner Length
  - Screen Length
  - Net increase in cost = \$141,160.00
- Well No. 6 to be Type B rather than Type A
  - Net increase in cost = \$44,000.00
- Total Change Order No. 1 = \$185,160.00
- Percent Change from Contract Price = 7.1%



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## Budget Update



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# Cost Allocation for Combined Program

Construction Package	ORIGINAL		REVISED	
	ARWA (%)	GBRA (%)	ARWA (%)	GBRA (%)
WTP Construction	53.50	46.50	<del>45.00</del> 40.43	<del>55.00</del> 59.57
SCADA	50.00	50.00	50.00	50.00
BPS Construction	63.30	36.70	<del>63.00</del> 56.00	<del>37.00</del> 44.00
Inline EST Construction	75.00	25.00	75.17	24.83
GBRA Delivery Meter Stations	50.00	50.00	50.00	50.00
Pipeline Segments A Construction	60.00	40.00	56.80	43.20
Pipeline Segment B1 Construction	65.22	34.78	61.90	38.10
Pipeline Segment B2 Construction	69.20	30.80	76.19	23.81
Pipeline Segment D1 Construction	75.17	24.83	75.17	24.83
Pipeline Segment D2 Construction	74.58	25.42	74.58	25.42
Pipeline Segment E Construction	65.22	34.78	65.22	34.78
Land Acquisition, Engineering, Other Support Services	50.00	50.00	50.00	50.00
<b>TOTAL</b>	<b>60.30</b>	<b>39.70</b>	<b>58.37</b>	<b>41.63</b>

DECEMBER 2020 UPDATE

## COST UPDATES BASED ON SEPTEMBER MILESTONE SUBMITTALS

Submittal (%)	Construction Package	ORIGINAL	REVISED		DIFFERENCE	
		ARWA Total Projected Cost	ARWA Total Projected Cost			
	<b>Combined Program Infrastructure</b>			<b>UPDATE</b>		<b>UPDATE</b>
100	Water Treatment Plant	\$ 24,500,000	\$ 28,900,000	26,300,000	\$ 4,400,000	1,800,000
90	SCADA Fiber Backbone	\$ 900,000	\$ 700,000	400,000	(\$ 200,000)	(500,000)
90	Booster Pump Station & GBRA Meter Stations	\$ 15,300,000	\$ 15,000,000	12,000,000	(\$ 300,000)	(3,300,000)
30	Inline EST (South)	\$ 3,600,000	\$ 3,500,000		(\$ 100,000)	
90	Pipeline Segment A	\$ 28,600,000	\$ 24,100,000	23,800,000	(\$ 4,500,000)	(4,800,000)
90	Pipeline Segment B	\$ 29,400,000	\$ 34,400,000	31,800,000	\$ 5,000,000	2,400,000
90	Pipeline Segment D	\$ 36,300,000	\$ 35,400,000	36,700,000	(\$ 900,000)	400,000
30	Pipeline Segment E	\$ 9,500,000	\$ 9,800,000		\$ 300,000	
	<b>Subtotal</b>	<b>\$148,100,000</b>	<b>\$151,800,000</b>	<b>144,300,000</b>	<b>\$ 3,700,000</b>	<b>(3,800,000)</b>
	<b>ARWA-Only Infrastructure</b>					
Const.	Wellfield	\$ 3,800,000	\$ 3,100,000		(\$ 700,000)	
90	Water Treatment Plant	\$ 2,600,000	\$ 2,600,000		No Change	
90	ARWA Delivery Points	\$ 6,100,000	\$ 6,900,000	5,500,000	\$ 800,000	(600,000)
30	Inline EST (North)	\$ 5,400,000	\$ 7,600,000		\$ 2,200,000	
90	Raw Water Infrastructure	\$ 7,400,000	\$ 11,500,000	10,200,000	\$ 4,100,000	2,800,000
No Design	Administration and Operations Building	\$ 4,300,000	\$ 4,200,000		(\$ 100,000)	
60	Pipeline Segment C	\$ 64,500,000	\$ 68,700,000	62,500,000	\$ 4,200,000	(2,000,000)
30	Pipeline Segment E	\$ 6,700,000	\$ 14,100,000		\$ 7,400,000	
	<b>Subtotal</b>	<b>\$100,800,000</b>	<b>\$118,700,000</b>	<b>109,800,000</b>	<b>\$ 17,900,000</b>	<b>9,000,000</b>
	<b>Total</b>	<b>\$248,900,000</b>	<b>\$270,500,000</b>	<b>254,100,000</b>	<b>\$ 21,600,000</b>	<b>5,200,000</b>
	Contingencies	\$65,900,000	\$58,900,000	46,900,000	(\$ 7,000,000)	(19,000,000)
	<b>Total with Contingencies</b>	<b>\$314,800,000</b>	<b>\$329,400,000</b>	<b>301,000,000</b>	<b>\$ 14,600,000</b>	<b>(13,800,000)</b>

DECEMBER 2020 UPDATE

CHANGE FROM NOV. UPDATE = (\$ 13,300,000) TOTAL



Questions?



Kimley»Horn

ALLIANCE REGIONAL WATER AUTHORITY  
 ATTN: GRAHAM MOORE  
 1040 HIGHWAY 123  
 SAN MARCOS, TX 78666

Please send payments to:  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 P.O. BOX 951640  
 DALLAS, TX 75395-1640

Invoice No: 068706603-1120  
 Invoice Date: Nov 30, 2020  
 Invoice Amount: \$ 286,703.80  
 Project No: 068706603  
 Project Name: ARWA PROGRAM YEAR 3  
 Project Manager: SOWA, RYAN

Work Order No. 4  
 Duration: March 2020 - Feb. 2021

Invoice Duration: Nov. 1, 2020 to Nov. 30, 2020

Federal Tax Id: 56-0885615

**COST PLUS MAX**

KHA Ref # 068706602.3-17884998

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROGRAM MANAGEMENT PLAN UPDATES	49,374.00	3,502.80	3,367.80	135.00
STAKEHOLDER COORDINATION	312,436.00	208,635.22	186,757.01	21,878.21
BUDGETTING	119,180.00	96,982.00	88,781.70	8,200.30
SCHEDULE	98,555.00	68,250.00	59,664.60	8,585.40
REPORTING	48,920.00	31,950.00	29,642.50	2,307.50
DATA MANAGEMENT	119,291.00	58,962.77	54,221.25	4,741.51
ENVIRONMENTAL MANAGEMENT	162,199.00	111,377.50	96,734.75	14,642.75
LAND ACQUISITION MANAGEMENT	510,978.00	453,271.65	374,093.63	79,178.02
TEXAS WATER DEVELOPMENT BOARD MANAGEMENT	66,260.00	45,252.72	36,561.91	8,690.82
DESIGN STANDARDS	339,134.00	301,153.10	254,200.44	46,952.65
ENGINEERING DESIGN MANAGEMENT	774,030.00	678,478.99	620,220.82	58,258.17
QUALITY ASSURANCE	48,021.00	26,851.00	25,618.50	1,232.50
ELECTRICAL POWER PLANNING	72,514.00	39,709.73	32,956.21	6,753.52
PERMIT COORDINATION/TRACKING	46,899.00	20,432.25	17,328.25	3,104.00
PROCUREMENT AND CONSTRUCTION PHASE SERVICES	29,213.00	14,449.18	12,798.18	1,651.00
PROJECT ADMINISTRATION	57,076.00	29,796.10	26,090.15	3,705.95
OTHER SERVICES	256,342.00	147,968.75	131,282.25	16,686.50
<b>Subtotal</b>	<b>3,110,422.00</b>	<b>2,337,023.76</b>	<b>2,050,319.96</b>	<b>286,703.80</b>
<b>Total COST PLUS MAX</b>				<b>286,703.80</b>

**Total Invoice: \$ 286,703.80**

*If you have questions regarding this invoice, please call Jessica Olivarez at (972) 770-1352.*

December 11, 2020

## **Project Monthly Summary**

### **November 2020 Tasks Performed:**

- Task 2 – Stakeholder Coordination
  - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, Bluebonnet Electric Coop, TxDOT, TCEQ, and TWDB.
  - Continued weekly task coordination with Alliance Water.
  - Prepared and presented Board Meeting Update.
  - Prepared and presented Project Advisory Committee Meeting Update.
  - Prepared for and held Monthly Status Meeting with Alliance Water.
  
- Task 3 – Budgeting
  - Prepared a draft TWDB Forecast Budget for ARWA’s review and feedback.
  - Continued updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.
  - Continued development of projected Operation and Maintenance costs and addressed feedback received from ARWA.
  
- Task 4 – Schedule
  - Revised Project Deliverable Schedule based on the feedback received from ARWA and Design Consultants.
  - Coordinated with Program team to integrate each project schedule into overall Program schedule. Developed the monthly Program schedule summary.
  
- Task 6 – Data Management
  - Ongoing maintenance of Microsoft SharePoint Online program.
  - Continued updating of web-based GIS for right-of-entry process and alignment changes.
  
- Task 7 – Environmental Management
  - Review the drafted Segment B and D Hazmat Phase II reports prepared by the Environmental Consultant.
  - Reviewed and submitted the Segment A Hazmat Phase II reports prepared by the Environmental Consultant.
  - Continued coordination with Program Environmental Consultant concerning the comment responses to the United States Army Corps of Engineers.
  - Coordinated with the Program Environmental Consultant regarding Inline Elevated Storage Tank site field work.
  - Coordinated with the Program Environmental Consultant to prepare a proposal for additional field work needs given the United States Army Corps of Engineers comments.



**Alliance Water – Phase 1B Infrastructure – Owner’s Representative**

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- Continued coordination with the Program Environmental Consultant regarding additional hazmat studies for Segments C and E.
- Performed coordination between Program Environmental Consultant and Land Acquisition Consultant to clarify environmental field work to be done on properties as part of right-of-entry process.
- Monthly progress meeting and ongoing coordination with Program Environmental Consultant.
- Continued coordination between Program Environmental Consultant and Design Engineers.
- Reviewed Program Environmental invoices, schedule, and risk log.
  
- Task 8 – Land Acquisition Management
  - Coordinated the appraisal process for Segments A, B, C, D, and E parcels.
  - Coordinated with Program Survey Consultant, Program Environmental Consultant, and Land Acquisition team to address questions that arise as part of the field work coordination process.
  - Performed weekly QC of parcel files in SharePoint, provided comments to Land Acquisition team.
  - Weekly coordination meeting with land agents to discuss status of rights-of-entry and to provide Program clarification on any questions/requests that have come from landowners.
  - Reviewed Program Land Acquisition team, Program Appraiser, and Program Survey invoices.
  - Continued field work coordination to notify landowners of upcoming field work by consultants.
  
- Task 9 – Texas Water Development Board Management
  - Submitted the next TWDB reimbursement funding release.
  - Continue coordination with TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review.
  
- Task 10 – Design Standards
  - Review and address comments received from the Design Consultants concerning the Pipeline Construction Standards.
  - Finalized the Cathodic Protection Program Standards given feedback from the PAC and Design Consultants.
  - Revised the Security Standards given feedback from the PAC and Design Consultants.
  - Revised the Fiber Standards given feedback from the PAC and Design Consultants.
  
- Task 11 – Engineering Design Management
  - Pipelines:
    - Segment A

**Alliance Water – Phase 1B Infrastructure – Owner’s Representative**

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- Continued coordination with Design Consultant for final design.
  - Segment B
    - Continued coordination with Design Consultant for final design.
  - Segment C
    - Began review of the Segment C 60% design submittal prepared by the Design Consultant.
    - Continued coordination with Design Consultant for final design.
    - Backchecked the Draft 30% Engineering Feasibility Report prepared by the Design Consultant.
    - Continued coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations as part of right-of-entry process and EFR development.
  - Segment D
    - Began review of the Segment D 90% design submittal prepared by the Design Consultant.
    - Continued coordination with Design Consultant for final design.
  - Segment E
    - Continued coordination with Design Consultant for final design.
    - Backcheck reviewed the Draft 30% Engineering Feasibility Report prepared by the Design Consultant.
- Wellfield:
  - Continued coordination regarding the construction for Wells 6-9.
- Raw Water Infrastructure:
  - Began review of the 100% design submittal prepared by the Design Consultant.
  - Continued coordination with Design Consultant for final design development.
- Water Treatment Plant:
  - Began review of the 100% design submittal prepared by the Design Consultant.
  - Continued coordination with Design Consultant for final design.
- Booster Pump Station:
  - Finalized review of the 90% design submittal prepared by the Design Consultant.
  - Attended 90% Submittal Review Workshop.
  - Coordinated with Design Consultant for final design.
- Inline Elevated Storage Tanks:
  - Continued coordination with Design Consultant for 30% design development.
- Other:

**Alliance Water – Phase 1B Infrastructure – Owner’s Representative**

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- Monthly progress meetings with all Design Consultants (pipelines, water treatment plant, raw water infrastructure, wellfield, booster pump station).
  - Review invoices, schedules, and risk logs for consultants.
- Task 13 – Electrical Power Planning
  - Continued coordination with ARWA and GVEC to develop agreement terms for service to the well field.
  - Continued coordination with GVEC regarding electric service to the WTP and wellfield.
- Task 14 – Permit Coordination/Tracking
  - Continued Permit coordination with Pipeline Consultants.
  - Continued coordination with Caldwell County concerning variance request for the Site Development Permit.
  - Continued coordination with Caldwell and Guadalupe County TxDOT offices concerning roadway crossings.
  - Continued General Coordination with TxDOT.
  - Continued General Coordination with GVEC and BBEC.
  - On-going Permit Tracking Log Updates.
- Task 16 – Other Services
  - Continued evaluation of the Procurement Process, including a comparison of the Competitive Sealed Proposal and Pre-Qualified processes for ARWA’s review and feedback.
  - Coordinate with design consultants and construction management team regarding the ARWA contract document templates and Competitive Sealed Proposal process.
  - Provided a Procurement update presentation to the Project Advisory Committee.
  - Coordinated with design consultants and construction management team regarding the ARWA contract document templates and Competitive Sealed Proposal process.
  - Finalized additional solar analysis and memo to address ARWA’s comments.
  - Commissioning Planning
    - Continued evaluating the commissioning of the Phase 1B infrastructure.
    - Evaluated the anticipated water volume required to commission the Phase 1B infrastructure.

**December 2020 Projection:**

- Task 2 – Stakeholder Coordination
  - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, GVEC, Bluebonnet Electric Coop, TxDOT, TCEQ, and TWDB.

**Alliance Water – Phase 1B Infrastructure – Owner’s Representative**

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- Continue weekly task coordination with Alliance Water.
- Prepare the Technical Committee Update.
- Prepare and present Project Advisory Committee Meeting Update.
- Prepare and present Board Meeting Update.
- Prepare for and hold Monthly Status Meeting with Alliance Water.
  
- Task 3 – Budgeting
  - Finalize the TWDB Forecast Budget for ARWA’s review and feedback.
  - Continue updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.
  - Finalize development of projected Operation and Maintenance costs and address feedback received from ARWA.
  
- Task 4 – Schedule
  - Revise the Project Deliverable Schedule based on the feedback received from ARWA and Design Consultants.
  - Coordinate with Program team to integrate each project schedule into overall Program schedule.
  
- Task 6 – Data Management
  - Ongoing maintenance of Microsoft SharePoint Online program.
  - Continued updating of web-based GIS for right-of-entry process and alignment changes.
  
- Task 7 – Environmental Management
  - Review the Segment B and D Hazmat Phase II reports prepared by the Environmental Consultant.
  - Continue coordination with Program Environmental Consultant concerning the comment responses to the United States Army Corps of Engineers.
  - Coordinate with the Program Environmental Consultant regarding Inline Elevated Storage Tank site field work.
  - Continued coordination with the Program Environmental Consultant regarding additional hazmat studies for Segment C and E.
  - Perform coordination between Program Environmental Consultant and Land Acquisition Consultant to clarify environmental field work to be done on properties as part of right-of-entry process.
  - Monthly progress meeting and ongoing coordination with Program Environmental Consultant.
  - Continue coordination between Program Environmental Consultant and Design Engineers.
  - Review Program Environmental invoices, schedule, and risk log.
  
- Task 8 – Land Acquisition Management
  - Coordinate the appraisal process for Segment A, B, C, D, and E parcels.

**Alliance Water – Phase 1B Infrastructure – Owner’s Representative**

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- Coordinate with Program Survey Consultant, Program Environmental Consultant, and Land Acquisition team to address questions that arise as part of the field work coordination process.
- Perform weekly QC of parcel files in SharePoint, provide comments to Land Acquisition team.
- Weekly coordination meeting with land agents to discuss status of rights-of-entry and to provide Program clarification on any questions/requests that have come from landowners.
- Review Program Land Acquisition team, Program Appraiser, and Program Survey invoices.
- Continue field work coordination to notify landowners of upcoming field work by consultants.
  
- Task 9 – Texas Water Development Board Management
  - Coordinate with TWDB concerning the status of latest reimbursement funding release.
  - Continue coordination with TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review.
  
- Task 10 – Design Standards
  - Finalize and distribute the Pipeline Construction Standards.
  - Finalize the Cathodic Protection Program Standards.
  - Distribute finalized Security Standards given feedback from the PAC and Design Consultants.
  - Distribute finalized Fiber Standards given feedback from the PAC and Design Consultants.
  
- Task 11 – Engineering Design Management
  - Pipelines:
    - Segment A
      - Begin review of the Segment A 100% design submittal prepared by the Design Consultant.
      - Continue coordination with Design Consultant for final design.
      - Finalize and submit the Final 30% Engineering Feasibility Report to the TWDB.
    - Segment B
      - Continue coordination with Design Consultant regarding for final design.
    - Segment C
      - Review the Segment C 60% design submittal prepared by the Design Consultant.
      - Attend the Segment C 60% Design Workshop.

**Alliance Water – Phase 1B Infrastructure – Owner’s Representative**

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- Continue coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations as part of right-of-entry process and EFR development.
      - Continue coordination with Design Consultant for final design.
    - Segment D
      - Review the Segment D 90% design submittal prepared by the Design Consultant.
      - Attend the Segment D 90% Design Workshop.
      - Continue coordination with Design Consultant for final design.
    - Segment E
      - Review the Segment E 60% design submittal prepared by the Design Consultant.
      - Attend the Segment E 60% Design Workshop.
      - Continue coordination with Design Consultant for final design.
  - Wellfield:
    - Continue coordination regarding the construction of Wells 6-9.
  - Raw Water Infrastructure:
    - Continue coordination with Design Consultant regarding for final design.
  - Water Treatment Plant:
    - Finalize review of the 100% design submittal prepared by the Design Consultant.
    - Attend 100% Submittal Review Workshop.
    - Coordinate with Design Consultant concerning Hydraulics/Surge development.
    - Continue coordination with Design Consultant for final design.
  - Booster Pump Station:
    - Begin review of the 100% design submittal prepared by the Design Consultant.
    - Coordination with Design Consultant for final design.
  - Inline Elevated Storage Tanks:
    - Review the 30% EFR prepared by the design consultant.
    - Coordination with Design Consultant for 30% design development.
  - Other:
    - Monthly progress meetings with all Design Consultants (pipelines, water treatment plant, raw water infrastructure, wellfield).
    - Review invoices, schedules, and risk logs for consultants
- Task 13 – Electrical Power Planning
    - Continue coordination with ARWA and GVEC to develop agreement language for service to the well field.

**Alliance Water – Phase 1B Infrastructure – Owner’s Representative**

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- Continue coordination with GVEC regarding electric service to the WTP and wellfield.
- Task 14 – Permit Coordination/Tracking
  - Attend permit intake review meetings with Caldwell County for Segment B.
  - Continue Permit coordination with Pipeline consultants
  - Coordinate with Hays County concerning the Site Development Permit.
  - General Coordination with TxDOT.
  - Coordinate with Guadalupe County TxDOT office concerning roadway crossings.
  - General Coordination with GVEC and BBEC.
  - Permit Tracking Log Updates.
- Task 16 – Other Services
  - Finalize the Procurement Process, including a comparison of the Competitive Sealed Proposal and Pre-Qualified processes for ARWA’s review and feedback.
  - Coordinate with design consultants and construction management team regarding the ARWA contract document templates and Competitive Sealed Proposal process.
  - Finalize additional solar analysis and memo to address ARWA’s comments.
  - Commissioning Planning
    - Finalize the evaluation of the Phase 1B infrastructure commissioning for ARWA’s review.
    - Finalize the anticipated water volume required to commission the Phase 1B infrastructure.
  - Finalize and submit the City of San Marcos Watershed Protection Plan for the Booster Pump Station Plat.

**Scope Elements Added/Removed:**

None at this time.

**Outstanding Issues/Concerns:**

None at this time.

**HUB Participation:**

56.7 % allotted by Contract (based on contract total fee)

41.5% to date of Billing

Design Consultant Certifications: N/A

**Alliance Water – Phase 1B Infrastructure – Owner’s Representative**

Sub Consultant	Sub Consultant Certifications	Task Description	Contract Value (\$)	Percent Complete to Date (%)	Amount Billed to Date (\$)	Amount Paid to Date (\$)
Foster CM Croup, Inc.	DBE; AABE; MBE; SBE	Budgeting, Schedule, and Data Management	\$224,412.00	63.2%	\$141,926.00	\$125,662.00
CP&Y, Inc.	ABE; MBE	Program Standards, Compliance, and Project Management	\$939,880.00	67.4%	\$633,427.23	\$551,939.73
Grubb Engineering, Inc.	ESBE; SBE; WBE	Electrical Power Planning	\$59,680.00	56.9%	\$33,949.51	\$28,213.25
Spitzer and Associates, Inc.	SBE; WBE	Land Acquisition Management	\$437,210.00	84.2%	\$368,137.20	\$296,190.47
RVK Architects, Inc.	WBE	Architectural Project Management	\$47,205.00	0.0%	\$ -	\$ -
V&A Consulting Engineers, Inc.	SBE; HABE; MBE	Cathodic Protection Standards	\$55,878.00	26.6%	\$14,837.50	\$14,837.50
		Subtotal	\$1,764,265.00	67.6%	\$1,192,277.44	\$1,016,842.95



**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, December 16, 2020 at 3:00 P.M.  
 Conference Call Number: 1-903-405-2572; Code: 536 335 684#

**H.2** Consider adoption of Resolution 2020-12-16-001 approving Change Order #1 with Hydro Resources Mid-Continent, Inc. for the Authority's Phase 1B Well Drilling project. ~ *Graham Moore, P.E., Executive*

Background/Information

The Authority entered into an Agreement with Hydro Resources Mid-Continent, Inc. for drilling of four Carrizo wells at the Authority's Water Treatment Plant property. The contract assumed depths and thicknesses of the Carrizo sands in the area of the wells, but exact information was not known.

As a result of the pilot hole drilling, the exact depths and thicknesses have now been determined and a change order is needed to account for the following: pilot hole length, casing, liner and screens for each well. In addition the capacity of Well #6 can be increased – at a cost of \$44,000.

*Itemized Well Add/Deducts*

	<i>Item</i>	<i>Base Length (ft)</i>	<i>Actual Length (ft)</i>	<i>Add/Deduct Length (ft)</i>	<i>Unit Cost (\$/ft)</i>	<i>Add/Deduct Cost (\$)</i>	<i>Total Cost (\$)</i>
<b>Well 9</b>	Pilot Hole	800	935	135	\$ 45	\$ 6,075	\$ 54,565
	Casing	502	500	-2	\$ 355	\$ (710)	
	Liner	530	530	0	\$ 180	\$ -	
	Screen	240	322	82	\$ 600	\$ 49,200	
<b>Well 8</b>	Pilot Hole	800	865	65	\$ 45	\$ 2,925	\$ 28,800
	Casing	502	427	-75	\$ 355	\$ (26,625)	
	Liner	530	465	-65	\$ 180	\$ (11,700)	
	Screen	240	347	107	\$ 600	\$ 64,200	
<b>Well 7</b>	Pilot Hole	800	920	120	\$ 45	\$ 5,400	\$ 77,910
	Casing	502	472	-30	\$ 355	\$ (10,650)	
	Liner	530	492	-38	\$ 180	\$ (6,840)	
	Screen	240	390	150	\$ 600	\$ 90,000	
<b>Well 6</b>	Pilot Hole	800	765	-35	\$ 45	\$ (1,575)	\$ (20,115)
	Casing	502	442	-60	\$ 355	\$ (21,300)	
	Liner	530	462	-68	\$ 180	\$ (12,240)	
	Screen	240	265	25	\$ 600	\$ 15,000	
<b>Total Add</b>						<b>\$</b>	<b>141,160</b>

The total for Change Order #1 is \$185,160, which is a 7.1% increase. The change will revise the total contract amount to \$2,782,160.

Attachment(s)

- Resolution 2020-12-16-001
- Change Order #1 for Hydro Resources Mid-Continent.

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, December 16, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 536 335 684#

**Board Decision(s) Needed:**

- Adoption of Resolution 2020-12-16-001 approving Change Order #1 with Hydro Resources Mid-Continent for the Authority's Phase 1B Well Drilling project.



**RESOLUTION NO. 20201216-001**

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER  
AUTHORITY BOARD OF DIRECTORS APPROVING CHANGE  
ORDER #1 WITH HYDRO RESOURCES MID-CONTINENT, INC.  
FOR THE AUTHORITY'S PHASE 1B WELL DRILLING PROJECT;  
AND DECLARING AN EFFECTIVE DATE**

**RECITALS:**

1. The Alliance Regional Water Authority ("Alliance Water") entered into an agreement with Hydro Resources Mid-Continent, Inc. ("Hydro Resources") for the Phase 1B Carrizo Well Drilling project in April 2020.
2. Hydro Resources has completed the pilot hole drilling for the four Carrizo wells and a change order is needed to adjust the quantities of the pilot hole drilling, casing, liner and screens for each of the four wells, now that the exact depth and thickness of the Carrizo sands are known at the four wells.
3. The change order will also increase the capacity in Well #6 based on the thicker aquifer in the area.
4. The unit prices for the adjustments were set in the agreement as part of the bidding process.

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL  
WATER AUTHORITY:**

**PART 1.** The attached Change Order #1 with Hydro Resources is hereby approved. Alliance Water's Executive Director, Graham Moore, is authorized to execute the Change Order on behalf of Alliance Water.

**PART 2.** This Resolution shall become effective upon its adoption.

**ADOPTED:** December 16, 2020.

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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James Earp  
Secretary, Board of Directors



**CHANGE ORDER NO.: 1**

Owner: ARWA  
 Engineer: RW Harden & Assoc., Inc  
 Contractor: Hydro Resources (Mid Continent)  
 Project: Phase 1B Well Construction  
 Contract Name: ARWA1BWDHC

Owner's Project No.: ARWA1BWDHC  
 Engineer's Project No.: ARWA1BWDHC  
 Contractor's Project No.: ARWA1BWDHC

Date Issued: December 4, 2020

Effective Date of Change Order:  
 December 16, 2020

The Contract is modified as follows upon execution of this Change Order:

Description:

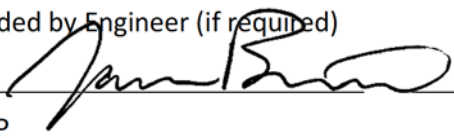
**Increase in contract price for: 1) construction of ARWA-06 as a Type B well instead of Type A to allow for increased production capacity and 2) changes in the lengths of materials (casing, screen, and liner) used in wells that are required to accommodate the geologic conditions found at each site.**

Attachments:

**201202\_ARWA1BWDHC\_Change\_Order\_1\_Calcs.xlsx**

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>2,597,000.00</u>	Original Contract Times: Substantial Completion: <u>6/20/21</u> Ready for final payment: <u>6/20/21</u>
<b>Increase/Decrease</b> from previously approved Change Orders: \$ <u>N/A</u>	<b>Increase/Decrease</b> from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>2,597,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>6/20/21</u> Ready for final payment: <u>6/20/21</u>
<b>Increase</b> this Change Order: \$ <u>185,160.00</u>	<b>Increase/Decrease</b> this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>2,782,160.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>6/20/21</u> Ready for final payment: <u>6/20/21</u>

Recommended by Engineer (if required) Accepted by Contractor

By: James Bené  \_\_\_\_\_

Title: Principal / VP \_\_\_\_\_

Date: December 4, 2020 \_\_\_\_\_



**ALLIANCE WATER**

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

<b>Bid Item &amp; Contract Price</b>				<b>Itemized Well Add/Deducts</b>							
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>		<b>Item</b>	<b>Base Length (ft)</b>	<b>Actual Length (ft)</b>	<b>Add/Deduct Length (ft)</b>	<b>Unit Cost (\$/ft)</b>	<b>Add/Deduct Cost (\$)</b>	<b>Total Cost (\$)</b>
Bid Item 1 - Mobilization/Demobilization	1	\$ 245,000	\$ 245,000	<b>Well 9</b>	Pilot Hole	800	935	135	\$ 45	\$ 6,075	\$ 54,565
Bid Item 2 - Drill and Log Test Hole	4	\$ 68,000	\$ 272,000		Casing	502	500	-2	\$ 355	\$ (710)	
Bid Item 3 - Construct Type A Carrizo Well	1	\$ 462,000	\$ 462,000		Liner	530	530	0	\$ 180	\$ -	
Bid Item 4 - Construct Type B Carrizo Well	3	\$ 506,000	\$ 1,518,000		Screen	240	322	82	\$ 600	\$ 49,200	
Bid Item 5 - Construct Pump Foundation	4	\$ 15,000	\$ 60,000	<b>Well 8</b>	Pilot Hole	800	865	65	\$ 45	\$ 2,925	\$ 28,800
Payment and Performance Bonds	1	\$ 40,000	\$ 40,000		Casing	502	427	-75	\$ 355	\$ (26,625)	
					Liner	530	465	-65	\$ 180	\$ (11,700)	
				Screen	240	347	107	\$ 600	\$ 64,200		
				<b>Well 7</b>	Pilot Hole	800	920	120	\$ 45	\$ 5,400	\$ 77,910
					Casing	502	472	-30	\$ 355	\$ (10,650)	
					Liner	530	492	-38	\$ 180	\$ (6,840)	
					Screen	240	390	150	\$ 600	\$ 90,000	
				<b>Well 6</b>	Pilot Hole	800	765	-35	\$ 45	\$ (1,575)	\$ (20,115)
					Casing	502	442	-60	\$ 355	\$ (21,300)	
					Liner	530	462	-68	\$ 180	\$ (12,240)	
					Screen	240	265	25	\$ 600	\$ 15,000	
										<b>Total Add</b>	<b>\$ 141,160</b>
<b>Change Order Cost Estimate</b>											
<b>Change Order Item</b>		<b>Cost</b>									
Add for constructing ARWA-06 as Type B Well instead of Type A		\$ 44,000									
Add for well material settings		\$ 141,160									
Total Change Order		\$ 185,160									
Percent Change from Contract Price		7.1%									

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

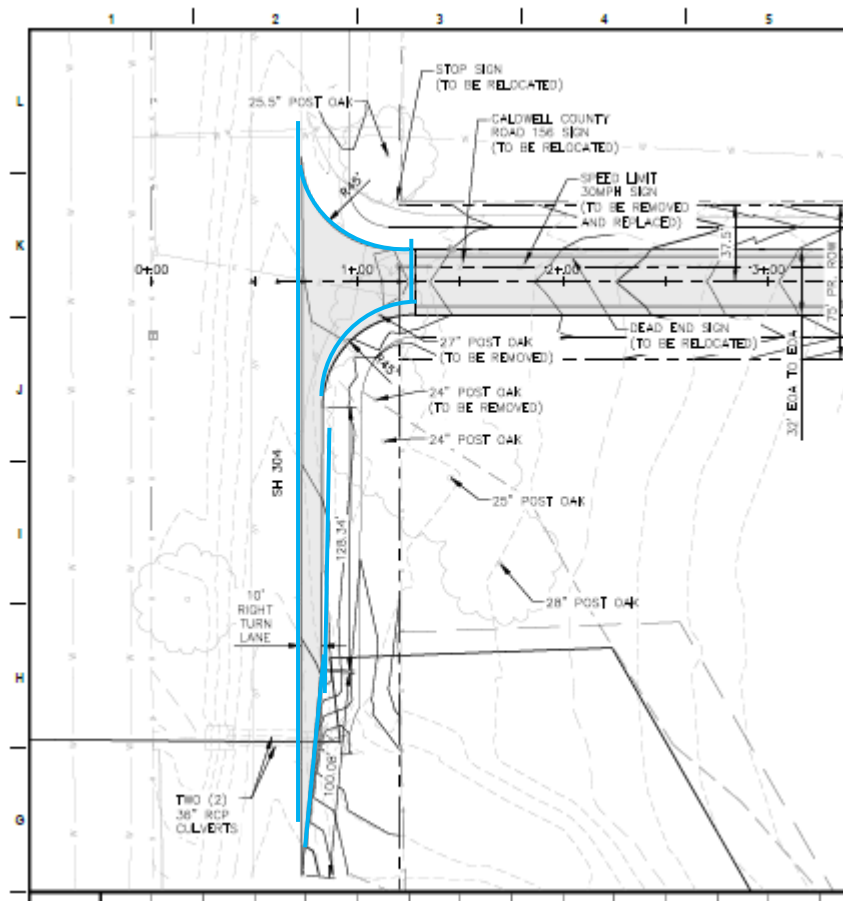
**BOARD MEMBER PACKETS**

Wednesday, December 16, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 536 335 684#

- H.3** Consider adoption of Resolution 2020-12-16-002 approving an Advanced Funding Agreement with the Texas Department of Transportation for improvements to SH-304 in Caldwell County, adjacent to the Authority's Water Treatment Plant property. ~ *Graham Moore, P.E., Executive*

Background/Information  
Background/Information

The Texas Department of Transportation (TxDOT) is requiring a right turn deceleration lane be added to SH-304 on the northbound side as Wolf Run Road is approached. This work is currently included in the Water Treatment Plant design plans. The proposed improvements to SH-304 are highlighted below.



TxDOT notified our team that they are working on a shoulder improvement project to SH-304 and that this addition of the right turn deceleration lane could be added to their project

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, December 16, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 536 335 684#

through the approval of an Advanced Funding Agreement whereby Alliance Water would pay for the proportional share of the project.

Walker Partners estimated the construction costs to add the deceleration lane, apron and related drainage improvements without an agreement with TxDOT at \$200,170. Subsequently TxDOT prepared estimates to determine the contribution required by Alliance Water and determined the amount to be \$24,210.

Given the considerable cost savings in partnering with TxDOT and in the simplification of the Water Treatment Plant project (no longer requiring work to TxDOT standards), Staff recommends that the Authority approve the attached Advanced Funding Agreement with TxDOT.

Attachment(s)

- Resolution 2020-12-16-002
- TxDOT Advanced Funding Agreement

**Board Decision(s) Needed:**

- Adoption of Resolution 2020-12-16-002 approving an Advanced Funding Agreement with TxDOT for improvements to SH-304 in Caldwell County.





**RESOLUTION NO. 20201216-002**

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO SH-304 IN CALDWELL COUNTY; AND DECLARING AN EFFECTIVE DATE**

**RECITALS:**

1. The Alliance Regional Water Authority ("Alliance Water") is in the process of developing a Water Treatment Plant (the "WTP") on property it owns on the southeast corner of SH-304 and Wolf Run Road in Caldwell County.
2. Due to the number and size of vehicles that will be needed to enter the WTP, the Texas Department of Transportation (TxDOT) is requiring a dedicated right-turn deceleration lane for northbound SH-304 as it approaches Wolf Run Road.
3. In addition, TxDOT is working on a separate improvement project to SH-304 to add wider shoulders.
4. The Authority evaluated completing the right-turn deceleration lane through its own contractors or through a contract with TxDOT and determined that funding the project under TxDOT's control was the most cost-effective option.
5. TxDOT prepared the attached standard Advanced Funding Agreement for the Authority's contribution to the necessary improvements.

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:**

**PART 1.** The attached Advanced Funding Agreement with TxDOT for improvements on SH-304 is hereby approved. Alliance Water's Executive Director, Graham Moore, is authorized to execute the addendum on behalf of Alliance Water.

**PART 2.** This Resolution shall become effective upon its adoption.

**ADOPTED:** December 16, 2020.

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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James Earp  
Secretary, Board of Directors

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY  
LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT PROJECTS  
WITH NO REQUIRED MATCH  
ON-SYSTEM**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **Alliance Regional Water Authority**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115814** authorizing the State to undertake and complete a highway improvement generally described as adding additional pavement width (10' shoulders) on SH 304 from Bastrop County Line to Gonzales County Line; and

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as Improvement which will provide a right turn lane on SH 304 from Wolf Run Road to 0.15 mile south of Wolf Run in Caldwell County, Texas (Project); and

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the state;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## **AGREEMENT**

**1. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

**2. Project Funding and Work Responsibilities**

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

**3. Right of Access**

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

**4. Adjustments Outside the Project Site**

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

**5. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**6. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**7. Interest**

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

**8. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

**9. Increased Costs**

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

**10. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**11. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

**12. Termination**

- A. This agreement may be terminated in the following manner:
  - 1. By mutual written agreement and consent of both parties;
  - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
  - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

**13. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<b>Local Government:</b>	<b>State:</b>
Alliance Regional Water Authority ATTN: Executive Director 630 E Hopkins San Marcos, Texas 78666	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**14. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

**15. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**16. Amendments**

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

**17. State Auditor**

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**18. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government.

**THE STATE OF TEXAS**

**ALLIANCE REGIONAL WATER  
AUTHORITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Tucker Ferguson, P.E.  
\_\_\_\_\_  
Typed or Printed Name

Graham Moore  
\_\_\_\_\_  
Typed or Printed Name

District Engineer  
\_\_\_\_\_  
Typed or Printed Title

Executive Director  
\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In Process

**ATTACHMENT A  
PAYMENT PROVISION AND WORK RESPONSIBILITIES**

The Local Government shall pay to the State a fixed amount for Design and Direct State Cost, and a sufficient fund for Construction, an estimated cost of \$24,210.00. The "Project" is described as an improvement which will provide a right turn lane on SH 304 from Wolf Run Road to 0.15 mile south of Wolf Run Road in Caldwell County, Texas. The State has let the State Improvements for all design and construction, this "Project" will be a part of a current TXDOT project CSJ #0573-02-008. This includes payment for all State direct costs associated with the review, oversight, and inspection of the project that is on the State Right of Way (ROW).

In Process



### Certificate Of Completion

Envelope Id: BE395AFD8C4E4089ADD48E7975829851	Status: Delivered
Subject: DocuSign: Voluntary Advanced Funding Agreement-The Alliance Regional Water Authority, Log No. 43159	
Source Envelope:	
Document Pages: 7	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sabrina Simpson
Time Zone: (UTC-06:00) Central Time (US & Canada)	125 E. 11th Street
	Austin, TX 78701
	Sabrina.Simpson@txdot.gov
	IP Address: 204.64.21.50

### Record Tracking

Status: Original	Holder: Sabrina Simpson	Location: DocuSign
12/9/2020 2:34:01 PM	Sabrina.Simpson@txdot.gov	

### Signer Events

Signature	Timestamp
Graham Moore gmoore@alliancewater.org Executive Director Security Level: Email, Account Authentication (None)	Sent: 12/9/2020 2:47:58 PM Viewed: 12/9/2020 6:40:19 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/9/2020 6:40:19 PM ID: 1c868965-9049-4cef-b7de-47c7685e8fee	

In Process

### In Person Signer Events

Signature	Timestamp

### Editor Delivery Events

Status	Timestamp

### Agent Delivery Events

Status	Timestamp

### Intermediary Delivery Events

Status	Timestamp

### Certified Delivery Events

Status	Timestamp

### Carbon Copy Events

Status	Timestamp
Alisa Gruber agruber@cpyi.com Security Level: Email, Account Authentication (None)	Sent: 12/9/2020 2:47:57 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	

COPIED

Brandon A. Marshall, P.E. brandon.marshall@txdot.gov Transportation Engr Supvr TxDOT Security Level: Email, Account Authentication (None)	Sent: 12/9/2020 2:47:57 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/23/2016 8:30:13 AM ID: e30a7d13-87bb-4abc-b705-22209008c58d	

COPIED

Carbon Copy Events	Status	Timestamp
Margaret Lake Margaret.Lake@txdot.gov Transportation Engineer TxDOT Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/9/2020 2:47:57 PM
Sam Himawan Samuel.Himawan@txdot.gov Contract Specialist Texas Department of Transportation Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/9/2020 2:47:58 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/9/2020 2:47:58 PM
Certified Delivered	Security Checked	12/9/2020 6:40:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Texas Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

**To advise Texas Department of Transportation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Texas Department of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Texas Department of Transportation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, December 16, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 536 335 684#

- H.4** Consider adoption of Resolution 2020-12-16-003 approving Amendment #2 to the Agricultural Lease between the Authority and Chris Walker for the Authority's Water Treatment Plant property in Caldwell County. ~ *Graham Moore, P.E., Executive*
- 

Background/Information

The Authority entered into an Agricultural Lease Agreement with Chris Walker for the Water Treatment Plant property in April 2018. The lease runs through December 2020 at an annual rate of \$6,500.

In December 2018, the Authority executed Addendum #1 to the lease whereby the northern perimeter fence of the property was re-built by Mr. Walker in lieu of two years of lease payments.

Attached is the proposed Addendum #2. It takes a similar approach, re-building the eastern property fence line in exchange for lease payments. In addition, the addendum removes some property from the lease: the water treatment plant footprint and the property being purchased by GVEC. As a result of the smaller area and cost for the fence re-build, the Authority will need to make a payment of \$9,648.

Attachment(s)

- Resolution 2020-12-16-003
- Amendment #2 to the Agricultural Lease with Chris Walker

**Board Decision(s) Needed:**

- Adoption of Resolution 2020-12-16-003 approving Amendment #2 to the Agricultural Lease with Chris Walker.



**ALLIANCE WATER**

**RESOLUTION NO. 20201216-003**

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING ADDENDUM #2 TO THE AGRICULTURAL LEASE WITH CHRIS WALKER FOR THE AUTHORITY’S WATER TREATMENT PLANT PROPERTY; AND DECLARING AN EFFECTIVE DATE**

**RECITALS:**

1. The Alliance Regional Water Authority (“Alliance Water”) entered into an Agricultural Lease Agreement (the “Agreement”) for the Authority’s Water Treatment Plant property in April 2018.
2. Addendum #1 to the Agreement was adopted on December 1, 2018 and exchanged fence repair work for two years of lease payments.
3. The proposed Addendum #2 takes the same approach, while also removing some of the property from the lease, including the actual Water Treatment Plant footprint and the land being purchased by the Guadalupe Valley Electrical Coop.

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:**

**PART 1.** The attached Addendum #2 to the Agricultural Lease Agreement is hereby approved by the Alliance Water Board of Directors. Alliance Water’s Executive Director, Graham Moore, is authorized to execute the addendum on behalf of Alliance Water.

**PART 2.** This Resolution shall become effective upon its adoption.

**ADOPTED:** December 16, 2020.

**ATTEST:**

\_\_\_\_\_  
Chris Betz  
Chair, Board of Directors

\_\_\_\_\_  
James Earp  
Secretary, Board of Directors

**ADDENDUM NO. 2 TO AGRICULTURAL LEASE**

This is Addendum No. 2 (this *Addendum*) to the Agricultural Lease (the *Lease*) entered into between the Alliance Regional Water Authority (the *Lessor*) and Chris Walker (the *Lessee*). The Lessee has proposed to completely rebuild a portion of the perimeter fencing on the Property in exchange for credit for two years’ rental payments plus a payment of \$9,648 by the Lessor. The Lessor also wishes to remove some of the Property from the Lease. The Lessor wishes to accept this offer. In consideration for the mutual agreements in this Addendum, the Lessor and Lessee agree to revise the Lease as follows:

- A. **Property.** The area of property covered by this Lease totals 523.55 acres, more or less. This includes 558.208 acres, more or less, out tract of land in Caldwell County, Texas described on the attached Exhibit A, located at 362 Wolf Run Road, Rosanky, TX 78953 with several areas totaling 35.65 acres reserved from the lease as described in the exhibits provided in Exhibit B.
- B. **Lessee’s Repairs to Perimeter Fence.** The Lessee agrees to rebuild the eastern property line perimeter fencing on the Property. The Lessee agrees to complete the rebuilding by July 31, 2021. The Lessee will notify the Lessor when the fence rebuilding is complete.
- C. **Credit and Payment towards Rental Amounts for Fence Repairs.** The Lessor will pay the Lessee \$9,648 by January 31, 2021 for the cost for the fence repair over and above the credit amount for the lease. Upon completion of the fence rebuilding, the Lessor will credit the amount of \$12,192 towards rental amounts otherwise due under the Lease. The Lessor will apply this credit towards the rental amounts due from the Lessee for 2021 and 2022.
- D. **Remainder of Lease Unchanged.** Except as revised in this Addendum, all other provisions of the Lease remain are unchanged and remain in full force and effect.
- E. **Effective Date.** This Addendum is effective as of January 1, 2021.

IN WITNESS WHEREOF, the Parties have each executed this Addendum on the dates shown below.

Lessor: Alliance Regional Water Authority 630 East Hopkins Street San Marcos, TX 78666 <a href="mailto:gmoore@alliancewater.org">gmoore@alliancewater.org</a>	Lessee: Chris Walker 3043 SH 304 Rosanky, TX 78953 <a href="mailto:c.walkerconstruction@yahoo.com">c.walkerconstruction@yahoo.com</a>
By:	
Graham Moore, Executive Director	Signature
Date:	Date:



## Exhibit A – Description of Property

**LEGAL DESCRIPTION:** BEING 558.208 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE SAMUEL HAYSLETT SURVEY, ABSTRACT 11 IN CALDWELL COUNTY, TEXAS AND BEING THE REMAINDER OF TRACT 4, AND ALL OF TRACTS 5 AND 6 DESCRIBED BY DEED RECORDED IN VOLUME 287, PAGE 399 DEED RECORDS, CALDWELL COUNTY, TEXAS; SAID 558.208 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN OCTOBER, 2017:

**BEGINNING** at a 1/8" iron rod in 4" x 4" concrete monument found on the northerly line of a 30' lane and in the west line of that certain 200.57 acre tract of land conveyed to Michael Lee Evans by deed recorded in Volume 274, Page 50 official records, Caldwell County, Texas for the southeast corner hereof and said Tract 6;

THENCE N 66°10'03" W a distance of 3830.33 feet along the north line of said 30' lane to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set on the easterly right-of-way (120') line of State Highway 304 for the southwest corner hereof;

THENCE with said right-of-way line the following three (3) calls:

1. N 00°09'44" W, passing a concrete right-of-way monument found at a distance of 1162.24 feet and continuing for a total distance of 2615.04 feet to a concrete right-of-way monument found for the beginning of a curve to the right;
2. a distance of 1121.83 feet along the arc of said curve to the right having a radius of 2804.79 feet and a chord bearing N 11°17'46" E a distance of 1114.37 feet to a concrete right-of-way monument found for the endpoint of said curve;
3. N 22°45'16" E a distance of 1591.23 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for the northwest corner hereof;

THENCE S 67°11'04" E a distance of 5156.73 feet along the south line of Wolf Run, a 30' lane, to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for the northeast corner hereof and said Tract 6 and the northwest corner of that certain 199.1 acre tract of land conveyed to Michael Lee Evans by deed recorded in Volume 274, Page 50 of said official records;

THENCE S 23°48'40" W a distance of 2189.86 feet to a 1" iron pipe found for the common corner of said Evans 199.1 acre and 200.57 acre tracts and S 23°39'45" W a distance of 2969.47 feet to the **POINT OF BEGINNING**, containing 558.208 acres of land, more or less, and as shown on map of survey prepared herewith.

**GUADALUPE VALLEY ELECTRIC COOPERATIVE  
ALLIANCE REGIONAL WATER AUTHORITY  
CALDWELL COUNTY, TEXAS  
5.068 ACRE TRACT**

**BEING** a 5.068 acre tract of land lying in the Samuel Hayslett Survey, Abstract 11, Caldwell County, Texas, same being a portion of a 558.208 acre tract of land described as "Exhibit A" and recorded in document number 2017-006722, Official Public Records of Caldwell County, Texas, same also being described by a drawing (Delhi Substation.dwg dated November 25, 2020) attached to and made part hereof and more particularly described as follows:

**BEGINNING** at to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in the south line of a proposed 60' wide water line easement, for the northwest corner of the herein described 5.068 acre tract, from which a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." at the intersection of the east right-of-way line of State Highway 304 (120 foot wide right-of-way) and the south right-of-way line of Wolf Run Road (30 foot wide right-of-way) for the northwest corner of the aforementioned 558.208 acre tract bears N65°20'29"W a distance of 3,288.31 feet;

**THENCE** along the south line of the aforementioned proposed 60' wide water line easement, S67°10'17"E a distance of 475.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the northeast corner of the herein described 5.068 acre tract;

**THENCE** leaving the south line of the aforementioned proposed 60' wide water line easement, S22°47'49"W a distance of 464.77 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the southeast corner of the herein described 5.068 acre tract;

**THENCE** N67°10'17"W a distance of 475.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the southwest corner of the herein described 5.068 acre tract;

GUADALUPE VALLEY ELECTRIC COOPERATIVE  
ALLIANCE REGIONAL WATER AUTHORITY  
CALDWELL COUNTY, TEXAS  
5.068 ACRE TRACT

THENCE N22°47'49"E a distance of 464.77 feet to the **PLACE OF BEGINNING** and containing 5.068 acres of land.

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, NAD 1983(2011), South Central Zone (4204).

THE STATE OF TEXAS    X  
   X    **KNOWN TO ALL MEN BY THESE PRESENTS:**  
COUNTY OF BEXAR        X

I, Derek Snoga, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision in February thru November 2020.

Date 25<sup>th</sup> day of NOVEMBER 2020 A.D.



*Derek Snoga*  
Derek Snoga  
Registered Professional Land Surveyor  
No. 6511 - State of Texas

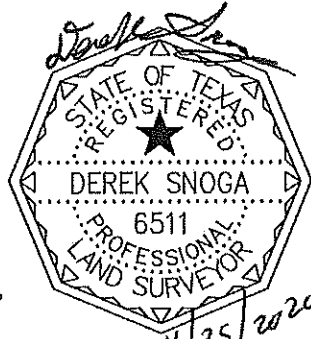
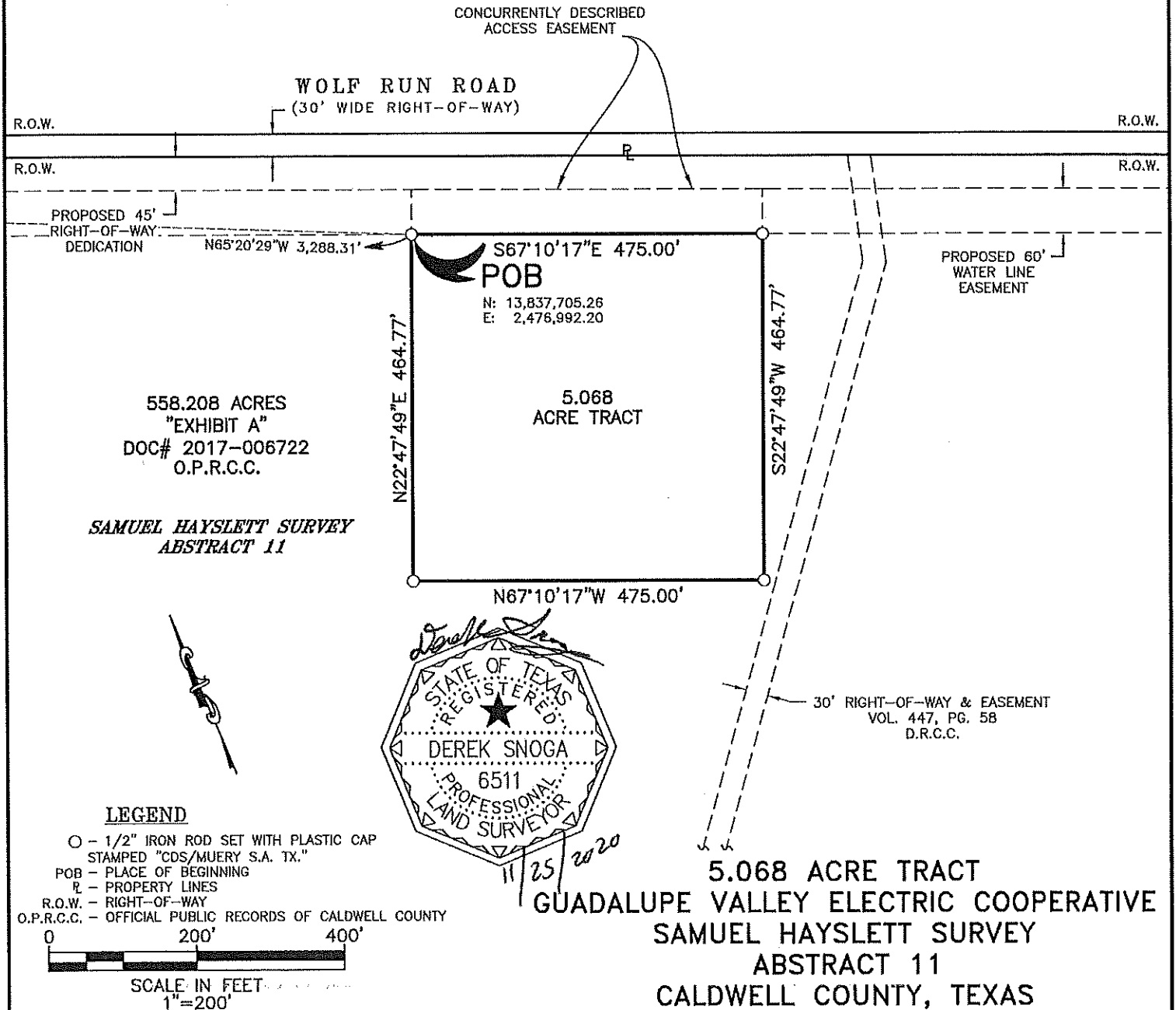
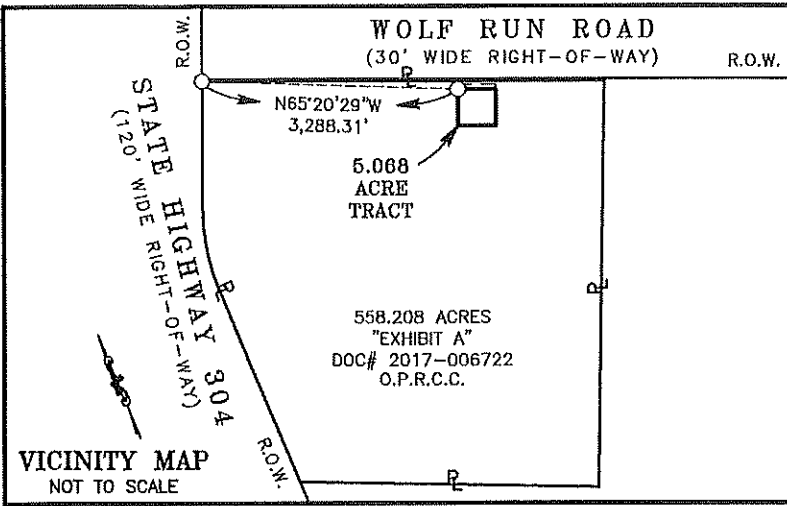
LEGAL DESC. DELHI SUBSTATION.docx  
CDS JOB NO. 120019

BEARING BASIS: GRID NORTH  
COORDINATE SYSTEM: TEXAS STATE PLANE,  
NAD83(2011), EPOCH:2010  
TEXAS SOUTH CENTRAL ZONE (4204)

ALL DISTANCES SHOWN ARE SURFACE.  
(GRID X 1.00013 = SURFACE)

THIS EXHIBIT REPRESENTS A BOUNDARY SURVEY ONLY. EASEMENTS SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY. NO ADDITIONAL EASEMENTS WERE RESEARCHED BY CDSMUERY.

SURVEYOR NOTE: 50' RIGHT-OF-WAY AND EASEMENT AS DESCRIBED IN VOL. 337 PG. 151 LIES SOUTH OF THE HEREON DESCRIBED 5.068 ACRE TRACT. THE EASEMENT DOES NOT AFFECT THIS PROPERTY.



**LEGEND**

- - 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "CDS/MUERY S.A. TX."
- POB - PLACE OF BEGINNING
- R - PROPERTY LINES
- R.O.W. - RIGHT-OF-WAY
- O.P.R.C.C. - OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY



SCALE IN FEET  
1"=200'

**5.068 ACRE TRACT**  
**GUADALUPE VALLEY ELECTRIC COOPERATIVE**  
**SAMUEL HAYSLETT SURVEY**  
**ABSTRACT 11**  
**CALDWELL COUNTY, TEXAS**



DRAWN BY: A.F.  
DATE: NOVEMBER 25, 2020  
DRAWING NAME: DELHI SUBSTATION.DWG





## EXHIBIT B

**GUADALUPE VALLEY ELECTRIC COOPERATIVE  
ALLIANCE REGIONAL WATER AUTHORITY  
CALDWELL COUNTY, TEXAS  
0.654 OF AN ACRE ACCESS EASEMENT**

**BEING** a 0.654 of an acre tract of land lying in the Samuel Hayslett Survey, Abstract 11, Caldwell County, Texas, same being a portion of a 558.208 acre tract of land described as "Exhibit A" and recorded in document number 2017-006722, Official Public Records of Caldwell County, Texas, same also being described by a drawing (Access Easement.dwg dated June 10, 2020) attached to and made part hereof and more particularly described as follows:

**BEGINNING** at a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in the south line of a proposed 60' wide water line easement for the northwest corner of a concurrently described 5.068 acre station site and the southwest corner of the herein described 0.654 of an acre tract, from which a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." at the intersection of the east right-of-way line of State Highway 304 (120 foot wide right-of-way) and the south right-of-way line of Wolf Run Road (30 foot wide right-of-way) for the northwest corner of the aforementioned 558.208 acre tract bears N65°20'29"W a distance of 3,288.31 feet;

**THENCE** leaving the south line of the aforementioned proposed 60' wide water line easement, N22°47'49"E a distance of 60.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in the north line of said proposed 60' wide water line easement and the south line of a proposed 45' wide right-of-way dedication for the northwest corner of the herein described 0.654 of an acre tract;

**THENCE** along the north line of the aforementioned proposed 60' wide water line easement and the south line of the aforementioned proposed 45' wide right-of-way dedication, S67°10'17"E a distance of 475.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the northeast corner of the herein described 0.654 of an acre tract;

**THENCE** leaving the north line of the aforementioned proposed 60' wide water line easement and the south line of the aforementioned proposed 45' wide right-of-way dedication, S22°47'49"W a distance of 60.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in the south line of said proposed 60' wide water line easement for the northeast corner of the aforementioned concurrently described 5.068 acre station site and the southeast corner of the herein described 0.654 of an acre tract;

**GUADALUPE VALLEY ELECTRIC COOPERATIVE  
ALLIANCE REGIONAL WATER AUTHORITY  
CALDWELL COUNTY, TEXAS  
0.654 OF AN ACRE ACCESS EASEMENT**

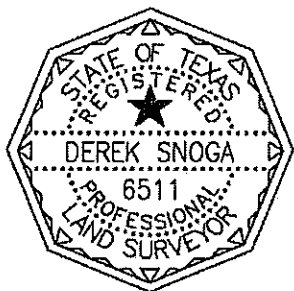
**THENCE** along the south line of the aforementioned proposed 60' wide water line easement and the north line of the aforementioned concurrently described 5.068 acre station site, N67°10'17"W a distance of 475.00 feet to the **PLACE OF BEGINNING** and containing 0.654 of an acre of land.

The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, NAD 1983(2011), South Central Zone (4204).

**THE STATE OF TEXAS**    X  
   X    **KNOWN TO ALL MEN BY THESE PRESENTS:**  
**COUNTY OF BEXAR**        X

I, Derek Snoga, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision in February thru March 2020.

Date 10<sup>th</sup> day of June 2020 A.D.



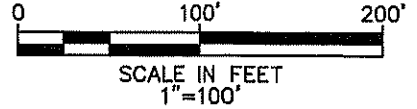
Derek Snoga  
Derek Snoga  
Registered Professional Land Surveyor  
No. 6511 - State of Texas

LEGAL DESC. ACCESS EASEMENT.dwg  
CDS JOB NO. 120019

BEARING BASIS: GRID NORTH  
COORDINATE SYSTEM: TEXAS STATE PLANE,  
NAD83(2011), EPOCH:2010  
TEXAS SOUTH CENTRAL ZONE (4204)

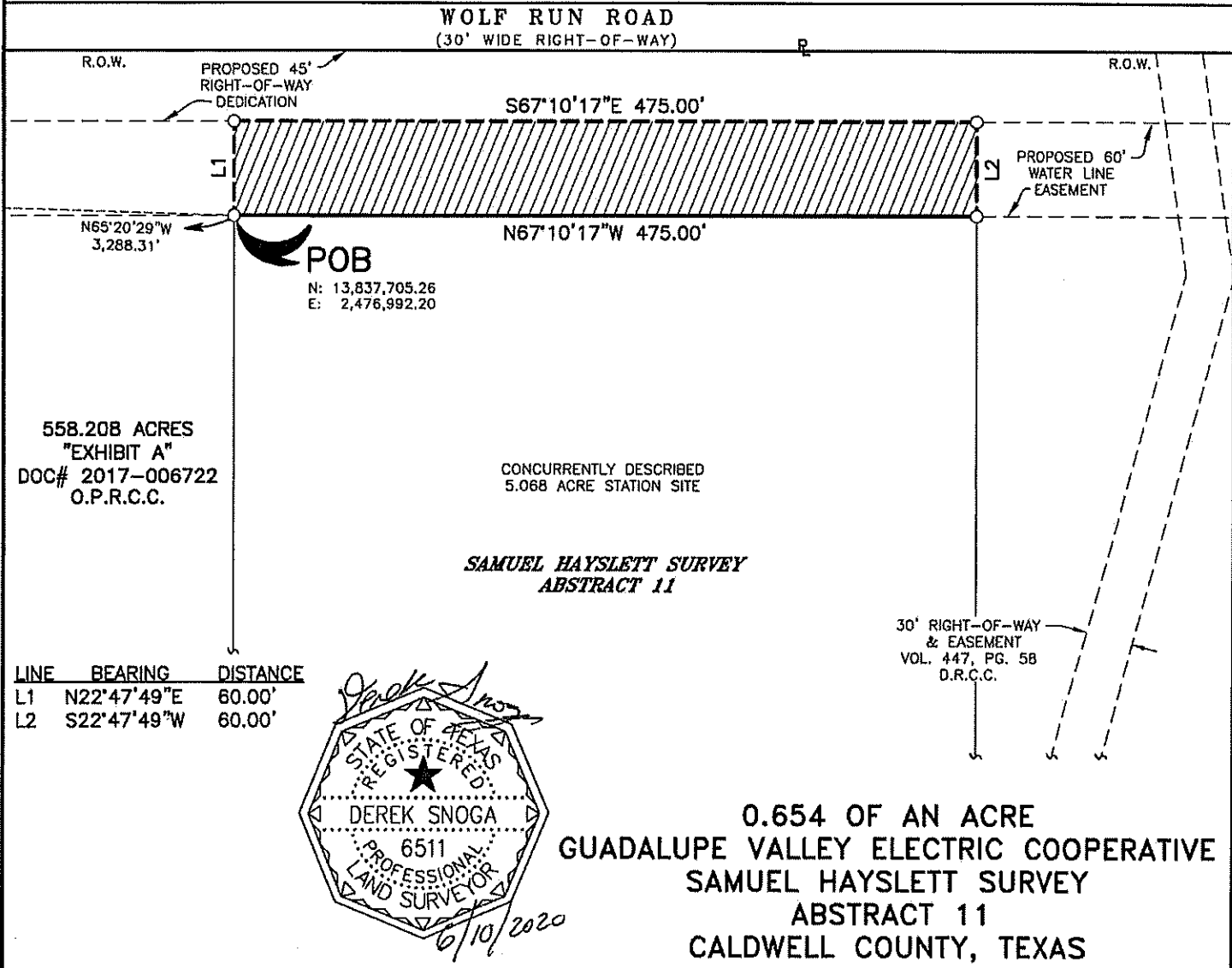
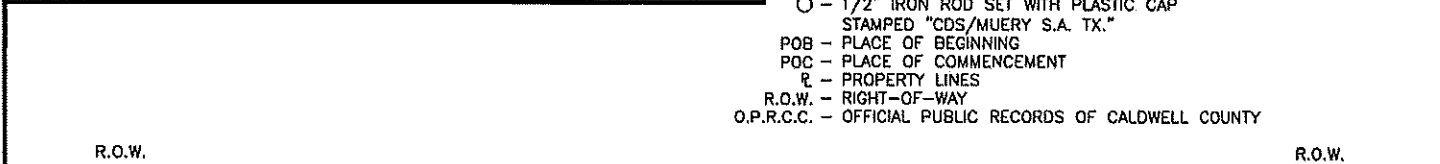
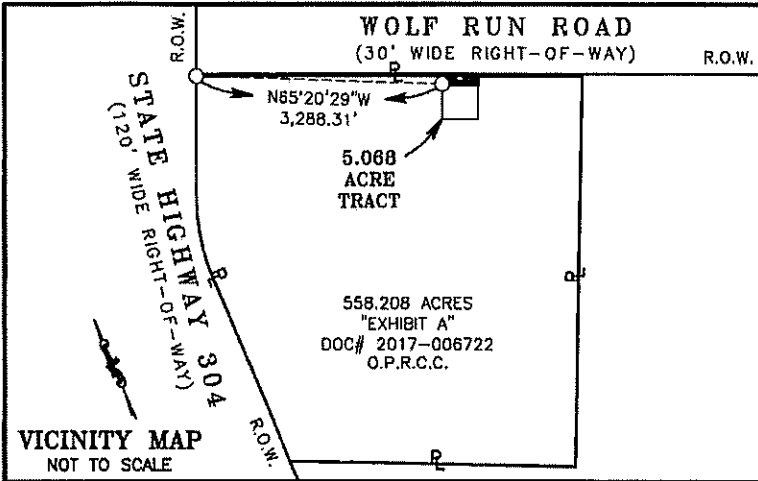
ALL DISTANCES SHOWN ARE SURFACE.  
(GRID X 1.00013 = SURFACE)

THIS EXHIBIT REPRESENTS A BOUNDARY SURVEY  
ONLY. NO VISIBLE EASEMENTS OR EASEMENTS  
OF RECORD ARE DEPICTED HEREON.

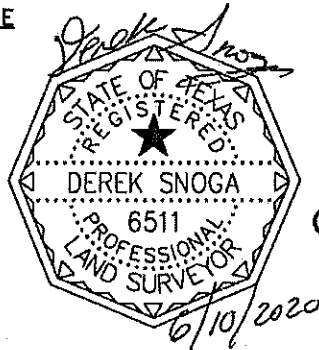


**LEGEND**

- - 1/2" IRON ROD SET WITH PLASTIC CAP  
STAMPED "CDS/MUERY S.A. TX."
- POB - PLACE OF BEGINNING
- POC - PLACE OF COMMENCEMENT
- ℙ - PROPERTY LINES
- R.O.W. - RIGHT-OF-WAY
- O.P.R.C.C. - OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY



LINE	BEARING	DISTANCE
L1	N22°47'49"E	60.00'
L2	S22°47'49"W	60.00'



**0.654 OF AN ACRE  
GUADALUPE VALLEY ELECTRIC COOPERATIVE  
SAMUEL HAYSLETT SURVEY  
ABSTRACT 11  
CALDWELL COUNTY, TEXAS**

	DRAWN BY: A.F.	DATE: JUNE 10, 2020	
	DRAWING NAME: ACCESS EASEMENT.DWG		

**GUADALUPE VALLEY ELECTRIC COOPERATIVE  
ALLIANCE REGIONAL WATER AUTHORITY  
CALDWELL COUNTY, TEXAS  
0.491 OF AN ACRE TEMPORARY ACCESS EASEMENT**

**BEING** a 0.491 of an acre tract of land lying in the Samuel Hayslett Survey, Abstract 11, Caldwell County, Texas, same being a portion of a 558.208 acre tract of land described as "Exhibit A" and recorded in document number 2017-006722, Official Public Records of Caldwell County, Texas, same also being described by a drawing (Temporary Access Easement.dwg dated July 15, 2020) attached to and made part hereof and more particularly described as follows:

**BEGINNING** at a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in the north line of a proposed 60' wide water line easement and the south line of a proposed 45' wide right-of-way dedication for the northwest corner of a concurrently described 0.654 of an acre access easement and the southwest corner of the herein described 0.491 of an acre tract, from which a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." at the intersection of the east right-of-way line of State Highway 304 (120 foot wide right-of-way) and the south right-of-way line of Wolf Run Road (30 foot wide right-of-way) for the northwest corner of the aforementioned 558.208 acre tract bears N66°23'13"W a distance of 3,286.91 feet;

**THENCE** leaving the north line of the aforementioned proposed 60' wide water line easement and the south line of the aforementioned 45' wide right-of-way dedication, N22°47'49"E a distance of 45.00 feet to a point in the north line of said proposed 45' wide right-of-way dedication and the south right-of-way line of the aforementioned Wolf Run Road for the northwest corner of the herein described 0.491 of an acre tract;

**THENCE** along the north line of the aforementioned proposed 45' wide right-of-way dedication and the south right-of-way line of the aforementioned Wolf Run Road, S67°10'17"E a distance of 475.00 feet to a point for the northeast corner of the herein described 0.491 of an acre tract;

**THENCE** leaving the south right-of-way line of the aforementioned Wolf Run Road and the north line of the aforementioned proposed 45' wide right-of-way dedication, S22°47'49"W a distance of 45.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in the south line of said proposed 45' wide right-of-way dedication and the north line of the aforementioned proposed 60' wide water line easement for the northeast corner of the aforementioned concurrently described 0.654 of an acre access easement and the southeast corner of the herein described 0.491 of an acre tract;



**GUADALUPE VALLEY ELECTRIC COOPERATIVE  
ALLIANCE REGIONAL WATER AUTHORITY  
CALDWELL COUNTY, TEXAS  
0.491 OF AN ACRE TEMPORARY ACCESS EASEMENT**

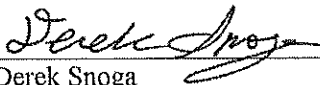
**THENCE** along the north line of the aforementioned proposed 60' wide water line easement, the south line of the aforementioned proposed 45' wide right-of-way dedication and the north line of the aforementioned concurrently described 0.654 of an acre access easement, N67°10'17"W a distance of 475.00 feet to the **PLACE OF BEGINNING** and containing 0.491 of an acre of land.

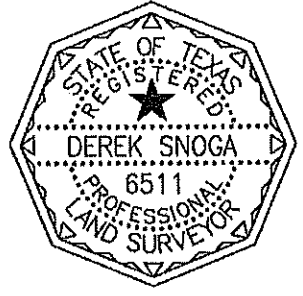
The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, NAD 1983(2011), South Central Zone (4204).

**THE STATE OF TEXAS**    X  
   X    **KNOWN TO ALL MEN BY THESE PRESENTS:**  
**COUNTY OF BEXAR**        X

I, Derek Snoga, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision in February thru March 2020.

Date 15<sup>th</sup> day of July \_\_\_\_\_ 2020 A.D.

  
\_\_\_\_\_  
Derek Snoga  
Registered Professional Land Surveyor  
No. 6511 - State of Texas

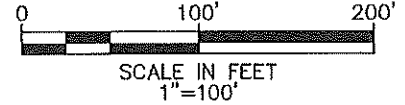


LEGAL DESC. TEMPORARY ACCESS EASEMENT.docx  
CDS JOB NO. 120019

BEARING BASIS: GRID NORTH  
COORDINATE SYSTEM: TEXAS STATE PLANE,  
NAD83(2011), EPOCH:2010  
TEXAS SOUTH CENTRAL ZONE (4204)

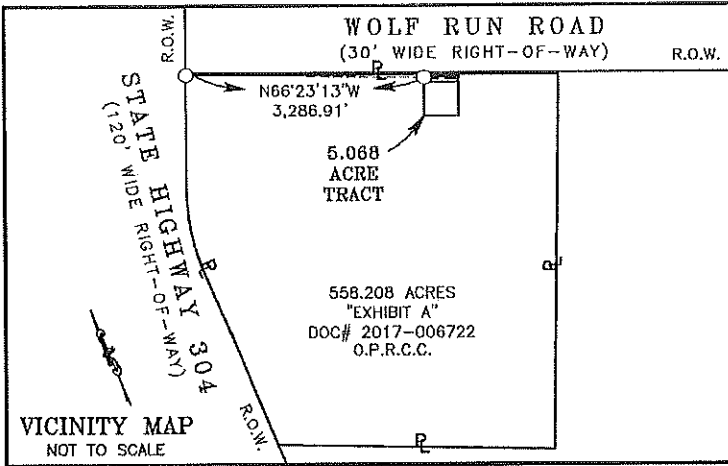
ALL DISTANCES SHOWN ARE SURFACE.  
(GRID X 1.00013 = SURFACE)

THIS EXHIBIT REPRESENTS A BOUNDARY SURVEY  
ONLY. NO VISIBLE EASEMENTS OR EASEMENTS  
OF RECORD ARE DEPICTED HEREON.

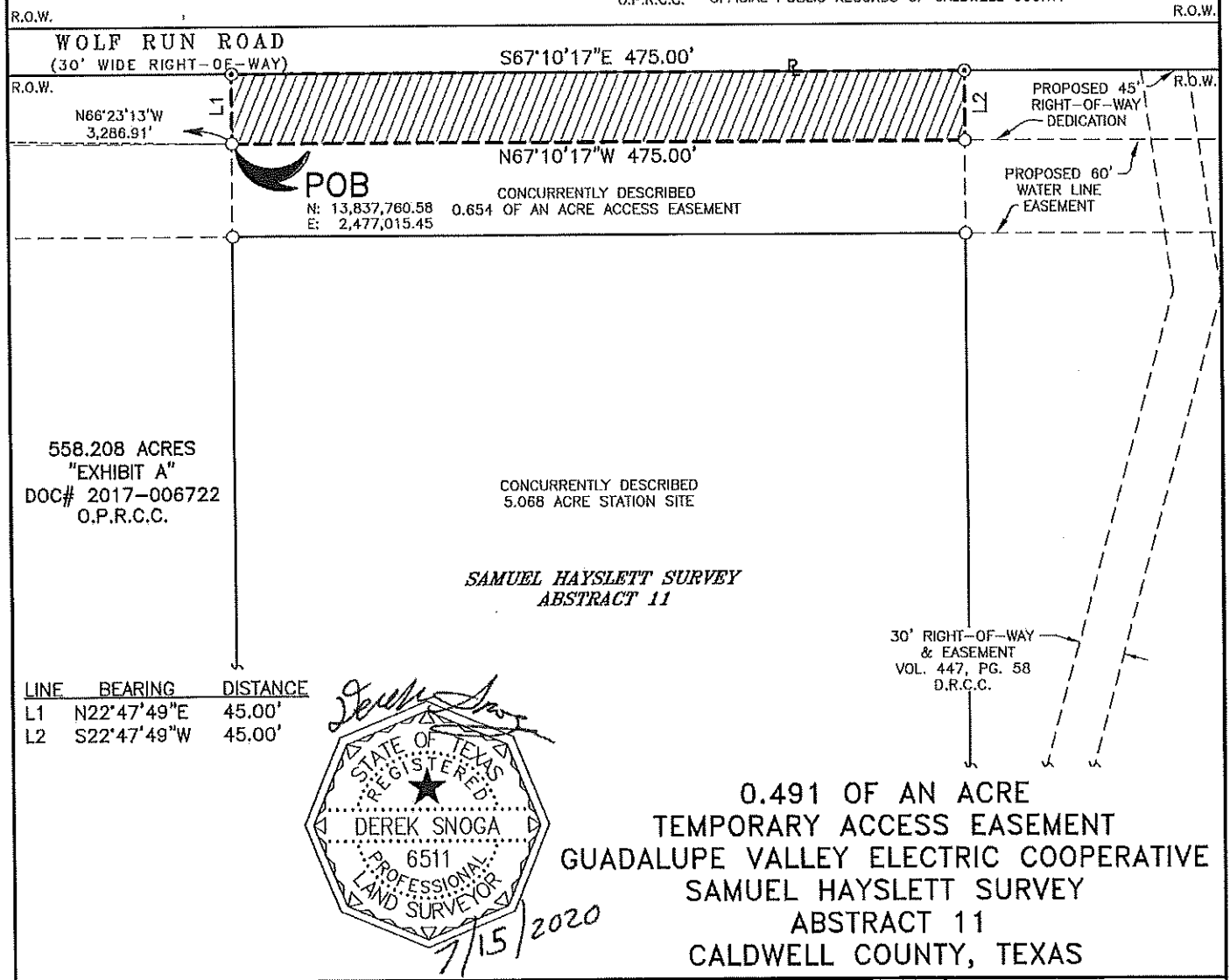


**LEGEND**

- - 1/2" IRON ROD SET WITH PLASTIC CAP  
STAMPED "CDS/MUERY S.A. TX."
- ⊙ - UNMONUMENTED POINT
- POB - PLACE OF BEGINNING
- P - PROPERTY LINES
- R.O.W. - RIGHT-OF-WAY
- D.R.C.C. - DEED RECORDS OF CALDWELL COUNTY
- O.P.R.C.C. - OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY



VICINITY MAP  
NOT TO SCALE

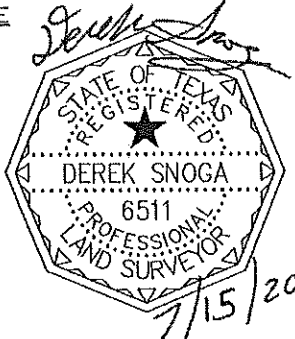


558.208 ACRES  
"EXHIBIT A"  
DOC# 2017-006722  
O.P.R.C.C.

CONCURRENTLY DESCRIBED  
5.068 ACRE STATION SITE

*SAMUEL HAYSLETT SURVEY  
ABSTRACT 11*

LINE	BEARING	DISTANCE
L1	N22°47'49"E	45.00'
L2	S22°47'49"W	45.00'



0.491 OF AN ACRE  
TEMPORARY ACCESS EASEMENT  
GUADALUPE VALLEY ELECTRIC COOPERATIVE  
SAMUEL HAYSLETT SURVEY  
ABSTRACT 11  
CALDWELL COUNTY, TEXAS

<p><b>CDS muery</b> ENGINEERS • SURVEYORS <small>11110 GOLF COURSE MANASSAS DRIVE, FARMERSVILLE, TEXAS 77834</small></p>	DRAWN BY: SAM	DATE: JULY 15, 2020	<p><b>gvec</b> Your kind of power.™</p>
	DRAWING NAME: TEMPORARY ACCESS EASEMENT.DWG		

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, December 16, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 536 335 684#

- H.5** Consider adoption of Resolution 2020-12-16-004 approving a Letter Agreement with HDR, Inc. for an Interim Water Rate Study for water shared by the City of San Marcos with County Line Special Utility District.
- 

Background/Information

In accordance with the Authority's Water Sharing Rules and Procedures, Staff polled the Sponsors in early 2020 to determine if any were in need of shared water before the Carrizo water supply is operational. County Line Special Utility District identified a likely need – which they refined over the next 6 months. This need has been set as 1 million gallons per day of water.

The City of San Marcos was the only Authority Sponsor that indicated they had a surplus that could be supplied to County Line SUD. The cost for sharing the water must be established, as the current water sharing with Buda utilizes different infrastructure and therefore different costs.

Staff reached out to HDR to prepare a rate study as they prepared the initial water rate study for water shared with Buda.

The work is proposed to be completed on a lump sum basis not-to-exceed \$16,125.

Attachment(s)

- Resolution 2020-12-16-004
- Letter Agreement for Interim Water Rate Study

**Board Decision(s) Needed:**

- Adoption of Resolution 2020-12-16-004 approving the Letter Agreement with HDR, Inc. for an Interim Water Rate Study for water shared by the City of San Marcos with County Line Special Utility District.



**ALLIANCE WATER**

**RESOLUTION NO. 20201216-004**

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING A LETTER AGREEMENT WITH HDR, INC. FOR AN INTERIM WATER RATE STUDY FOR WATER SHARED BY THE CITY OF SAN MARCOS WITH COUNTY LINE SPECIAL UTILITY DISTRICT; AND DECLARING AN EFFECTIVE DATE**

**RECITALS:**

1. The Alliance Regional Water Authority (“Alliance Water”) polled its Sponsors in accordance with the Water Sharing Rules and Procedures to determine if any members are in need of water supplies prior to the Carrizo project being online, the “Interim Period”.
2. County Line Special Utility District requested one million gallons per day of water for use in the Interim Period.
3. The City of San Marcos was the only Sponsor who indicated a surplus of supply that could be readily shared with County Line Special Utility District in the Interim Period.
4. A water rate must be established for the shared water based on a cost of recovery basis. Alliance Water Staff asked HDR, Inc. to prepare an agreement for this effort.

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:**

**PART 1.** The attached Letter Agreement for Interim Water Rate Study is hereby approved by the Alliance Water Board of Directors. Alliance Water’s Executive Director, Graham Moore, is authorized to execute the agreement on behalf of Alliance Water.

**PART 2.** This Resolution shall become effective upon its adoption.

**ADOPTED:** December 16, 2020.

**ATTEST:**

\_\_\_\_\_  
Chris Betz  
Chair, Board of Directors

\_\_\_\_\_  
James Earp  
Secretary, Board of Directors



November 25, 2020

Mr. Graham Moore  
Alliance Water  
1040 Highway 123  
San Marcos, TX 78666

RE: Letter Agreement - Interim Water Rate Study

Dear Mr. Moore,

HDR Engineering, Inc. has been asked to develop an interim water rate for water purchased by County Line SUD from the City of San Marcos. This water will be leased EAA water rights. The proposed Scope of Services to complete these tasks is included at Attachment A. HDR's terms and conditions are included as Attachment B. It is estimated that this project will take approximately six weeks to complete. Finally, the proposed fee for this project is \$16,125 on a lump sum basis. A detailed fee estimate is included as Attachment C.

Should you find this agreeable, please counter-sign below and return a copy to HDR. If you have any questions, please call me at 512-214-6154.

Sincerely,  
HDR Engineering, Inc.

Grady F. Reed  
Project Manager

Agreed:

\_\_\_\_\_  
Mark Borenstein, PE  
Vice President

\_\_\_\_\_  
Authorized Representative  
Alliance Water

\_\_\_\_\_  
Date

# **ATTACHMENT A**

## **PROPOSED SCOPE OF SERVICES**

**ATTACHMENT A  
PROPOSED SCOPE OF SERVICES  
ALLIANCE WATER INTERIM WATER RATE STUDY  
COUNTY LINE SUD**

In this scope of services, HDR proposes to develop a water rate for interim water sold from the City of San Marcos to County Line SUD. This transaction will be conducted via EAA permit transfers (lease) from San Marcos to County Line SUD. This rate shall be determined using a method that can be updated on an annual basis by Alliance Water.

**Task 1 – Initial Policy Direction and Data Gathering**

HDR believes that an initial coordination meeting is critical to conducting an efficient and useful rate study. This would be a meeting with Alliance Water and the parties involved to determine what data is available and to layout the anticipated data needs of the project.

**Task 2 – Develop Rate Model**

Using the data gathered in Task 1 and based on input from Alliance Water, HDR will develop a rate model based upon previous water sharing agreements for members of Alliance Water. The goal of this model will be to allocate costs associated with supplying water from San Marcos to County Line SUD. Once the rate model is complete, the results will be presented to the Alliance Water Board for approval.

**Task 3 – Coordination and Reporting**

**Coordination.** Our scope includes four meetings/work sessions with Alliance Water staff and/or the parties involved. These meetings can be in person or virtual. The level of meetings can be adjusted based on budgetary constraints.

**Reporting.** HDR will prepare draft and final version of the assessment reports in electronic format. An electronic version of the model will also be provided to Alliance Water.

# **ATTACHMENT B**

## **STANDARD TERMS AND CONDITIONS**



# HDR Engineering, Inc. Terms and Conditions for Consulting Services

## 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

## 2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

## 3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

## 4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

## 5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

## 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design

objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

## 7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

## 8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

## 9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

## 10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other

employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 15. ALLOCATION OF RISK

**OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

#### 16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

#### 18. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

**19 OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by CONSULTANT are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by CONSULTANT are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, CONSULTANT does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against CONSULTANT resulting from any such incidents that relate to or affect OWNER's OT Systems.

**20. FORCE MAJEURE**

CONSULTANT shall not be responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of CONSULTANT's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond CONSULTANT's reasonable control occur, the OWNER agrees that CONSULTANT shall not be responsible for damages, nor shall CONSULTANT be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to CONSULTANT's schedule and/or compensation if impacted by the force majeure event or condition.

# **ATTACHMENT C**

## **DETAILED STUDY FEE**

**ATTACHMENT C**  
**Fee Estimate**  
**Alliance Water Interim Water Rate Study**

A. LABOR EXPENSES	Person-Hour Effort					Total Hours	Total Cost	
	Project Principal	Project Manager	QA/QC	Clerical				
Task 1 - Initial Policy Direction & Data Gathering	1.0	4.0	-	-	5.0	\$ 1,210		
Task 2 - Develop Rate Model	-	40.0	2.0	-	42.0	\$ 9,255		
Task 7 - Coordination/Reporting	-	20.0	2.0	4.0	26.0	\$ 5,420		
Total Labor Hours	1.0	64.0	4.0	4.0	73.0			
Total Loaded Labor Expense \$	340	\$ 13,926	\$ 1,102	\$ 517		\$ 15,885		
B. NON-LABOR EXPENSES	Quantity					Price		Total Cost
Travel - Mileage & Expenses - R/T Austin to San Marcos	4	trips	\$ 35.00	per trip		\$ 140		
Reproduction	10	ea.	\$ 10	l.s.		\$ 100		
<b>Total Non-Labor Expenses</b>						<b>\$ 240</b>		
<b>C. TOTAL PROJECT FEE</b>						<b>\$ 16,125</b>		

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, December 16, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 536 335 684#

- H.6** Consider adoption of Resolution 2020-12-16-005 setting the Authority's priorities for the 87<sup>th</sup> Texas Legislative Session. ~ *Graham Moore, P.E., Executive Director*
- 

Background/Information

Based on the discussion with the Board in October attached is the Authority's Legislative Agenda for the 87<sup>th</sup> Session for consideration by the Board. The proposed agenda notes the Authority's support for the following:

- Expansion of aquifer & storage projects below the Fresh Edwards in the San Antonio pool
- Allow water districts to meet virtually in non-pandemic times
- Efforts to make CCN decertification by developers more balanced
- Revisions to groundwater conservation district permitting process
- Further definition of groundwater districts authority

In addition the following items are listed for monitoring and defense:

- Changes to wholesale water supply contracting
- Changes that would impact cost of developing projects
- Bills that would limit the Authority or its Sponsors from exercising current powers
- Initiatives that affect the ability to control and reuse treated wastewater

87<sup>th</sup> Legislative Session Bill Tracking

Attached is the first list of bills that the Authority is tracking. The list will grow dramatically over the next few months. After the legislative priorities for the Authority are adopted, Staff will categorize and suggest a position on the various bills.

Attachment(s)

- Resolution 2020-12-16-005
- Legislative Priorities for the 87<sup>th</sup> Legislative Session

**Board Decision(s) Needed:**

- Adoption of Resolution 2020-12-16-005 setting the Authority's priorities for the 87<sup>th</sup> Texas Legislative Session.



## ALLIANCE WATER

### RESOLUTION NO. 20201216-005

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING ADOPTING LEGISLATIVE PRIORITIES FOR THE AUTHORITY'S LEGISLATIVE AGENDA FOR THE 87<sup>TH</sup> SESSION OF THE TEXAS LEGISLATURE IN 2019; AND DECLARING AN EFFECTIVE DATE**

#### **RECITALS:**

**1.** The Alliance Regional Water Authority ("Alliance Water") Board of Directors recognizes the need for an active state legislative program to ensure that the interests of Alliance Water and its member Sponsors are protected and enhanced.

**2.** Alliance Water will participate in the 87<sup>th</sup> Texas Legislative Session in 2021 through monitoring and actively advocating for or against legislation to support and safeguard the interests of Alliance Water and its Sponsors.

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:**

**PART 1.** The Legislative Priorities for the 87<sup>th</sup> Texas Legislative Session attached to this resolution are hereby adopted for the purposes of guiding Alliance Water's state legislative program.

**PART 2.** This Resolution shall become effective upon its adoption.

**PART 3.** The meeting at which this Resolution was approved was conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**ADOPTED:** December 16, 2020.

#### **ATTEST:**

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Chris Betz  
Chair, Board of Directors

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James Earp  
Secretary, Board of Directors



## Alliance Regional Water Authority

### Legislative Priorities for the 87<sup>th</sup> Texas Legislative Session

The Alliance Regional Water Authority (Alliance Water) recognizes the need for an active state legislative program to ensure the goals of Alliance Water and its Sponsors are protected and enhanced. As directed by the Board of Directors, Alliance Water will participate in the 87<sup>th</sup> Texas Legislative Session (2021) process through monitoring and actively advocating for or against legislation to support or safeguard the interests of Alliance Water. Below is a set of specific issues Alliance Water is tracking along with the direction that the staff and Alliance Water's legislative advocates intend to pursue.

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#### Issues to Support

1. Expansion of Aquifer Storage & Recovery (ASR) Projects Below the Fresh Edwards – Alliance Water supports legislative efforts to allow the development of ASR projects below (saline zone and deeper aquifers, including the Trinity) the fresh zone of the Edwards Aquifer for the San Antonio pool so long as the fresh Edwards Aquifer is appropriately protected.
2. Allow Virtual Board Meetings – Alliance Water supports legislative changes to allow reclamation and conservation districts to hold meetings in a virtual format in non-pandemic times.
3. Efforts to Make CCN Decertification by Developers More Balanced – Alliance Water supports legislative changes to make decertification of an area from a utility's certificate of convenience and necessity (CCN) by a developer more balanced. The utility as the CCN holder must plan to provide service for all future needs within their CCN, including the development of long-term water supplies. Decertification of an area from a CCN can jeopardize the utility's ability to pay for facilities and future



supplies after commitments have been made and costs incurred to provide service to the area. At a minimum the decertification process should shift the burden to a developer to show that decertification is appropriate, and clarify the financial compensation that is necessary to make the utility whole for any area that is released.

4. Groundwater District Authority – Alliance Water supports legislation to further define groundwater districts’ rights to enter property and close or plug abandoned wells as a means of protecting groundwater resources, and to confirm the ability of districts to expend funds on water conservation education.

### **Issues to Monitor & Defend**

1. Legislative changes to wholesale water supply contracting provisions.
2. Legislative changes that would negatively impact the cost of developing water supply projects.
3. Any bills that would limit, restrict or prohibit Alliance Water from exercising current powers or repeal current powers to acquire or transport water to its Sponsors (i.e., limitations on eminent domain, burdensome environmental regulations related to pipeline construction, unanticipated restrictions on short or long-term water development for the Authority in the future, etc.).
4. Any initiatives that affect the rights of Alliance Water’s Sponsors to control and reuse treated wastewater from their wastewater treatment plants.

**ARWA Bill Tracking – 2020 / 87th Texas Legislature**

<b>ARWA – Bills to Monitor (as of 12/02/2020)</b>				
<u>Bill Number</u>	<u>Sponsor</u>	<u>General Information</u>	<u>Committee</u>	<u>ARWA Position</u>
<b>HB 263</b>	Meza	<ul style="list-style-type: none"> <li>• Relating to rest breaks for employees of certain contractors with a governmental entity</li> </ul>		
<b>HB 348</b>	Zwiener	<ul style="list-style-type: none"> <li>• Relating to a requirement to make certain environmental and water use permit applications available online</li> </ul>		
<b>HB 666</b> <b>HB 668</b> <b>SB 152</b>	Harris Harris Perry	<ul style="list-style-type: none"> <li>• Relating to regulation of groundwater conservation districts</li> <li>• Award of attorney fees is optional</li> <li>• Groundwater rights owner can petition for rule-making</li> <li>• Notice of permit to adjacent landowners</li> </ul>		
<b>HB 692</b>	Shine	<ul style="list-style-type: none"> <li>• Relates to retainage requirements for certain public works construction projects</li> </ul>		

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, December 16, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 536 335 684#

**H.7** Consider adoption of Resolution 2020-12-16-006 making appointments to the Technical Committee. ~ *Graham Moore, P.E., Executive Director*

---

Background/Information

The City of Buda has requested that their new Mayor, Lee Urbanovsky, be added to the Technical Committee as a non-voting member. Buda has had similar appointments in this manner in the past to allow some of their elected officials to participate in the discussions informally.

Attachment(s)

- Resolution 2020-12-16-006

**Board Decision(s) Needed:**

- Adoption of Resolution 2020-12-16-006 making appointments to the Technical Committee.



**ALLIANCE WATER**

**RESOLUTION NO. 20201216-006**

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS MAKING APPOINTMENTS TO THE TECHNICAL COMMITTEE; AND DECLARING AN EFFECTIVE DATE**

**RECITALS:**

1. The Alliance Regional Water Authority (the "Authority") Board of Directors (the "Authority Board") created and made appointments to the Technical Committee through the adoption of Resolution 20180328-004 in March 2018.

2. The Authority Board wishes to affirm some appointments and make a new appointment to the Technical Committee.

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:**

**SECTION 1.** The Authority Board appoints James Earp, Blake Neffendorf, Tim Samford, Tom Taggart, Mike Taylor and Humberto Ramos as voting members of the Technical Committee.

**SECTION 2.** The Authority Board appoints Buda Mayor Lee Urbanovsky as a non-voting member of the Technical Committee.

**SECTION 3.** This Resolution shall be in full force and effect immediately upon its passage.

**ADOPTED: December 16, 2020**

**ATTEST:**

\_\_\_\_\_  
Chris Betz  
Chair, Board of Directors

\_\_\_\_\_  
James Earp  
Secretary, Board of Directors

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, December 16, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 536 335 684#

- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – Possible acknowledgement by Board Members of future area events and/or requests for item(s) to be placed on a future agenda where no action is required.
- 

Background/Information

The Board Members have an opportunity to make announcements or to request that items be added to future Board or Committee agendas.

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, December 16, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 536 335 684#

- J.1** *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) regarding:*
- A. Water supply partnership options*
  - B. Groundwater leases*
  - C. Acquisition of real property for water supply project purposes*
-

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, December 16, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 536 335 684#

**J.2** Action from Executive Session on the following matters:

- A. *Water supply partnership options*
  - B. *Groundwater leases*
  - C. *Acquisition of real property for water supply project purposes*
-

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, December 16, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 536 335 684#

- D. *Consideration of Resolution 2020-12-16-007 finding Public Convenience and Necessity for and authorizing the acquisition of certain water pipeline easements and temporary construction easements and certain fee estates for the Alliance Regional Water Authority, Phase 1B Water Line Project in connection therewith, over, across, upon and under certain privately owned real estate properties; authorizing all appropriate actions by the Board of Directors, staff, retained attorneys and engineering and technical consultants in the institution and prosecution of condemnation proceedings to acquire any such needed fee estates and easements and temporary construction easements and related rights of ingress and egress that cannot be acquired through negotiation; declaring further negotiations futile; ratifying and affirming all acts and proceedings heretofore done or initiated by employees, agents, and attorneys of ARWA to acquire such property interests including necessary acts for any applicable lienholders for such properties; authorizing all other lawful action necessary and incidental to such acquisitions or eminent domain proceedings to survey, specify, define, and secure the necessary interests in real property; declaring the sections of the resolution to be severable one from the other in the event any section of the resolution is determined to be invalid; establishing an effective date; and finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law.*

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Attachment(s)

- Resolution 2020-12-16-007

**Board Decision(s) Needed:**

- Adoption of Resolution 2020-12-16-007.





## ALLIANCE WATER

### RESOLUTION NO. 20201216-007

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY FINDING PUBLIC CONVENIENCE AND NECESSITY FOR AND AUTHORIZING THE ACQUISITION OF CERTAIN WATER PIPELINE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS AND CERTAIN FEE ESTATES FOR THE ALLIANCE REGIONAL WATER AUTHORITY, PHASE 1 B WATER LINE PROJECT IN CONNECTION THEREWITH, OVER, ACROSS, UPON AND UNDER CERTAIN PRIVATELY OWNED REAL PROPERTIES; AUTHORIZING ALL APPROPRIATE ACTION BY THE BOARD OF DIRECTORS, STAFF, RETAINED ATTORNEYS AND ENGINEERING AND TECHNICAL CONSULTANTS IN THE INSTITUTION AND PROSECUTION OF CONDEMNATION PROCEEDINGS TO ACQUIRE ANY SUCH NEEDED FEE ESTATES AND EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS AND RELATED RIGHTS OF INGRESS AND EGRESS THAT CANNOT BE ACQUIRED THROUGH NEGOTIATION; DECLARING FURTHER NEGOTIATIONS FUTILE; RATIFYING AND AFFIRMING ALL ACTS AND PROCEEDINGS HERETOFORE DONE OR INITIATED BY EMPLOYEES, AGENTS, AND ATTORNEYS OF ARWA TO ACQUIRE SUCH PROPERTY INTERESTS INCLUDING NECESSARY ACTS FOR ANY APPLICABLE LIENHOLDERS FOR SUCH PROPERTIES; AUTHORIZING ALL OTHER LAWFUL ACTION NECESSARY AND INCIDENTAL TO SUCH ACQUISITIONS OR EMINENT DOMAIN PROCEEDINGS TO SURVEY, SPECIFY, DEFINE, AND SECURE THE NECESSARY INTERESTS IN REAL PROPERTY; DECLARING THE SECTIONS OF THE RESOLUTION TO BE SEVERABLE ONE FROM THE OTHER IN THE EVENT ANY SECTION OF THE RESOLUTION IS DETERMINED TO BE INVALID; ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, ALLIANCE REGIONAL WATER AUTHORITY (“ARWA”) hereby finds that public convenience and necessity require acquisition of permanent Pipeline and Right-of-Way Easements and, in some instances, temporary easements (cumulatively, “Easements”) over, or fee simple title

to certain tracts of land identified in the attached Exhibit being more specifically described by metes and bounds in Exhibit "A" for the public use to construct, reconstruct, operate, inspect, maintain and repair water transmission lines and related facilities and improvements (the "Project"); and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of ARWA lay out the Project, and acquire these property rights from properties for the purpose of construction, reconstruction, operation, inspection, maintenance and repair of the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of land rights necessary to effectuate said Project; and

WHEREAS, in order to acquire the necessary land rights, it will be or has been necessary for ARWA's agents, representatives, or employees to enter upon the above-described properties for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land rights, to conduct tests, and to negotiate with the owners thereof for the purchase of necessary land rights; and

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for the necessary land rights to be acquired for the Project; and

WHEREAS, as provided for by Texas Water Code, Chapter 65, including Sections 65.201 and the Texas Government Code Chapter 11010, including Sections 11010.101, 11010.102 and 11010.103, the Board finds and determines that each of the parcels of land listed below, and more particularly described in the attached Exhibits (parcels), are necessary or convenient as a part of the system of water pipelines to be constructed, reconstructed, operated, inspected, maintained, or repaired and it is necessary to acquire the Easements and fee simple title in the parcels or such lesser property interests as set forth in the attached Exhibits; and

WHEREAS, the Board finds and determines that the water pipeline facilities to be constructed or improved on the parcels identified and listed below and those property interests acquired; and

WHEREAS, the Board finds and determines that condemnation of the parcels is required; and

WHEREAS, the initiation of condemnation proceedings for the parcels is adopted and authorized by a single order for the parcels, and this first vote by the Board applies to all of the parcels.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ALLIANCE REGIONAL WATER AUTHORITY:**

**SECTION 1.**

1. That in order to promote the public health, safety, and welfare, public convenience and necessity require ARWA's acquisition of Easements, fee simple interests, and any such lesser property interests for the public use for construction, reconstruction, operation, maintenance, inspection and repair of water transmission lines and appurtenances over those certain parcels of land described with particularity on Exhibit "A," attached and incorporated herein by reference as if fully set out.
2. That ARWA's agents, representatives, or employees are hereby authorized to:
  - a. Lay out the exact location of the land area needed for the necessary property interests described herein;
  - b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of easement rights and other rights necessary for the Project;
  - c. Enter upon any property necessary for the purpose of surveying and establishing title, to determine adequate compensation for the necessary land rights, and to conduct tests;
  - d. Negotiate with the owners of any such properties for the purchase thereof;
  - e. To purchase any necessary easements and rights-of-way on, over, under and across each of the Easements and execute all documents necessary to acquire such necessary land rights;
  - f. Initiate eminent domain proceedings against the owner(s) of each of the Easements for acquisition thereof in the event the owner(s) fail to accept a bona fide offer to purchase each of the respective Easements; and
  - g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.
3. That all previous acts and proceedings done or initiated by ARWA's agents, representatives, or employees for establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights for any of the Easements are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect

immediately from and after its passage.

**SECTION 2.** That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the \_\_\_\_ day of \_\_\_\_\_ 2020.

**ALLIANCE REGIONAL WATER AUTHORITY**

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Chris Betz  
Chair of the Board of Directors of  
ALLIANCE REGIONAL WATER AUTHORITY

**ATTEST:**

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James Earp  
Secretary of the Board of Directors of  
ALLIANCE REGIONAL WATER AUTHORITY

**EXHIBIT "A"**

<b><u>Parcel Number</u></b>	<b><u>Landowner</u></b>	<b><u>County</u></b>	<b><u>Survey</u></b>	<b><u>Abstract</u></b>	<b><u>Acres Owned</u></b>	<b><u>Property(ies)</u></b>
B042C	Robert Landry and Elizabeth Young	Caldwell	William Pettus	No. 21	0.045-acres	8.2-acres
D027G	Miles Muller and wife, Suzanna Dana Muller	Guadalupe	Cyrus Campbell & Brothers	No. 8	0.498-acres	66.456-acres
B006C	The DAC Management Trust	Caldwell	Esther Berry	No. 1	1.376-acres And 1.731-acres	44.133-acres
D049G	Gustavo A. Zenteno	Guadalupe	John Jones	No. 189	1.190-acres	10.00-acres
D051G – A, B	Michael D. Flinn and wife Jeanne E. Flinn	Guadalupe	John Jones	No. 189	A – 3.385-acres B – 1.069-acres	A - 134.868-acres B – 40.00-acres
D069G	Elaine Herrmann Reinhard	Guadalupe	John Jones	No. 189	2.297-acres	87.4-acres
A030C	Joseph Masur A/K/A Joe Masur, Jr.; Ernest Masur; Arthur Masur; Annie Masur A/K/A Annie Stumpf; Mary Masur; Danny Masur; Joyce Masur; and Alice Masur, being the Heirs of Joe Masur, Sr., Deceased and R-C Ranch, LLC, a Texas Limited Liability Company	Caldwell	John A. Neill	No. 20	1.459-acres	221-acres
A032C	John J. Stumpf, Jr.; Katherine T. Stumpf Pritchett; Joseph Masur A/K/A Joseph Masur, Jr.; Joyce Masur A/K/A Joyce Davis, a married person, dealing with separate	Caldwell	James George	No. 9	1.732-acres And 0.788-acres	121-acres

	<p>property; Danny Masur and Linda Masur, Co-Trustees of the</p> <p>Danny and Linda Masur Family Trust, such Trust having been established under that certain Trust dated May 19, 1995, by and between Danny Masur and Linda Masur, as grantors, and Danny Masur and Linda Masur, as Co-Trustees; Alice Fay Masur Hamblin (also known as Alice Hamblin), Trustee of the Alice Hamblin Revocable Living Trust, such Trust having been established under that certain revocable Declaration of Trust dated March 28, 2018, by and between Alice Fay Masur Hamblin, as grantor, and Alice Fay Masur Hamblin, as Trustee;</p> <p>Carolyn Henderson A/K/A Carolyn V. Henderson A/K/A Carolyn Violet Henderson</p>					
A034C	James Alan Haun and Betty Jo Pierce	Caldwell	James George	No. 9	1.805-acres	24-acres
A037C	Gerardo Acevedo, Virginia K. Villarreal, Margarita V. Acevedo, David V. Acevedo and Eduardo V. Acevedo, as to a 1/5 interest each (in Decedent's 1/2 interest), being the	Caldwell	John A. Neill	No. 20	4.425-acres	160-acres

	Heirs of the Estate of Leandro Acevedo, Jr., Deceased and Virginia K. Villarreal, Margarita V. Acevedo, David V. Acevedo and Eduardo V. Acevedo, as to a 1/4 interest each (in Decedent's 1/2 interest), being the Heirs Of the Estate of Melba V. Acevedo, Deceased					
A038C	David V. Acevedo, Eduardo V. Acevedo, Virginia K. Villareal, and Margie Margarita Acevedo	Caldwell	John A. Neill	No. 20	1.331-acres	358.536-acres
B033C/B034C	RUC Holdings ULC, an Unlimited Liability Corporation existing under the laws of the Province of Alberta, Canada	Caldwell	Thomas Maxwell and William Pettus	No. 188 And No. 21	3.768-acres	91.99-acres
B035C	Walton TX Austin Land Acquisition Limited Partnership, an Alberta Limited Partnership N/K/A RUC Holdings ULC, an unlimited liability corporation existing under the laws of the Province of Alberta, Canada subject to any interest held by the Reverend Charles W. Neumann, Jr. and/or the Reverend Paul Neumann, their Heirs, Devises and/or Assignees	Caldwell	William Pettus	No. 21	4.279-acres	224.83-acres

B036C	Walton TX Austin Land Acquisition Limited Partnership. An Alberta Limited Partnership	Caldwell	William Pettus	No. 21	7.207-acres	339.31-acres
B060C	Walton Texas, LP, a Texas Limited Partnership	Caldwell	William Pettus	No. 21	0.042-acres	87.92-acres
C008C	Walton Texas, LP, a Texas Limited Partnership	Caldwell	Thomas Maxwell	No. 188	1.343-acres	59.715-acres
D013C	Richard L. Bailey, Sr., a married person as his separate property.	Caldwell	Hector McNeill And Stephen B. Morrison	No. 199 And No. 19	10.639-acres	681.293-acres
C014C	Walton Texas, LP, a Texas Limited Partnership	Caldwell	Thomas Maxwell	No. 188	1.772-acres	55.669-acres
C015C	Walton Texas, LP	Caldwell	Thomas Maxwell	No. 188	1.031-acres	70.540-acres



## Parcel – B042C



SAM, LLC  
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735  
Of: 512.447.0575 Fax 512.326.3029  
info@sam.biz www.sam.biz TBPUS # 10064300



### Legal Description 0.045 Acre (1,953 Square Foot) Variable Width Permanent Easement

BEING A 0.045 ACRE, VARIABLE WIDTH PERMANENT EASEMENT, SITUATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NO. 21, CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 8.2 ACRE TRACT AS DESCRIBED IN DEED TO ROBERT LANDRY AND ELIZABETH YOUNG, AND RECORDED IN INSTRUMENT NO. 2015-005271, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.), DESCRIBED AS LOT 4, PLAT OF THE GROVE, CABINET B, SLIDE 44, OF THE PLAT RECORDS CALDWELL COUNTY, TEXAS (P.R.C.C.T.), SAID 0.045 ACRE VARIABLE WIDTH PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch Iron rod found, on the north line of a called 10.00 acre tract as described in a deed to Aurora Salas and Valerie Salas, and recorded in Volume 480, Page 312, and in Instrument No. 2006-066483, O.P.R.C.C.T., for the east corner of said 8.2 acre tract;

THENCE S 48°50'28" W, with the common line of said 8.2 acre tract and said 10.00 acre tract, a distance of 496.28 feet, to a point, for the POINT OF BEGINNING and the northeast corner of this variable width permanent easement;

THENCE S 48°50'28" W, with said common line, a distance of 65.55 feet, to a 1/2-inch Iron rod found, on the north line of a called 216.403 acre tract, save and except 2.952 acres, as described in a deed to Curby D. Ohnhelser, and recorded in Instrument No. 1998-980238, O.P.R.C.C.T., for the west corner of said 10.00 acre tract, same being the south corner of said 8.2 acre tract and this easement corner;

THENCE N 40°59'09" W, with the common line of said 8.2 acre tract and said 216.403 acre tract, a distance of 59.58 feet, to a point, for the northwest variable width easement corner. From said point a 1/2-inch Iron rod found, for the west corner of said 8.2 acre tract bears N 40°59'09" W, a distance of 547.95 feet;



THENCE S 88°48'46" E, departing said common line, over and across said 8.2 acre tract, a distance of 88.45 feet, to the POINT OF BEGINNING and containing 0.045 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

*Neil Hines*

Neil Hines  
Registered Professional Land Surveyor  
Texas Registration Number 5642



Date: 8 June 2020

## Parcel - D027G



**Legal Description**  
**0.498 Acre (21,693 Square Foot)**  
**Variable Width Permanent Easement**

BEING A 0.498 ACRE, VARIABLE WIDTH PERMANENT EASEMENT, SITUATED IN THE CYRUS CAMPBELL & BROTHERS SURVEY, ABSTRACT NO. 8, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 66.456 ACRE TRACT OF LAND DESCRIBED IN DEED TO MILES MULLER AND WIFE, SUZANNA DANA MULLER, AS RECORDED IN VOLUME 1210, PAGE 489 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS (O.P.R.G.C.T.). SAID 0.498 ACRE, VARIABLE WIDTH PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2 inch capped iron rod found stamped "GEO 6999989", being the beginning of a curve in the northeast right of way (R.O.W.) line of Farm to Market 621 (FM 621, 80' wide R.O.W.), and lying in the northwest line of said 66.456 acre tract. From which a 1/2 inch iron rod found, being the west corner of said 66.456 acre tract and lying in said R.O.W. line bears N 46° 43' 36" W, a distance of 762.94 feet;

**THENCE** S 43° 09' 06" E, a distance of 259.58 feet, to a point in said curving R.O.W. line, being the westerly common corner of said 66.456 acre tract and that called 30.804 acre tract of land described in deed to John Giberson and Angela Giberson as recorded in Volume 2390, Page 1055 of said O.P.R.G.C.T. From which a found 3 inch steel post, being the south corner of said 66.456 acre tract as called in said Volume 1210, Page 489, bears S 49° 13' 36" W, a distance of 1.39 feet;

**THENCE** N 49° 13' 36" E, along the southeast line of said 66.456 acre tract and the northwest line of said 30.804 acre tract, a distance of 2,136.98 feet, to a point for the **POINT OF BEGINNING** and the southerly west corner of the herein described tract;

**THENCE** departing said common line, over and across said 66.456 acre tract, the following two (2) courses and distances:

- 1) N 14° 54' 32" E, a distance of 49.98 feet, to a point for the northerly west corner hereof;
- 2) N 48° 41' 07" E, a distance of 682.14 feet, to a point lying on the common northeast line of said 66.456 acre tract and the west bank of the San Marcos River (as surveyed in January 2020), for the northerly east corner hereof. From which a bent 1/2 inch iron rod found for reference at the base of a 33 inch cypress tree bears N 60° 39' 42" E, a distance of 2.86 feet;

**THENCE** along the northeast line of said 66.456 acre tract and said west bank, the following three (3) courses and distances:

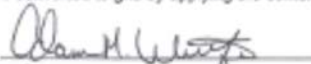
- 1) S 04° 32' 18" E, a distance of 17.23 feet, to a point for corner;
- 2) S 32° 01' 10" E, a distance of 10.55 feet, to a point for corner;
- 3) S 52° 04' 38" E, a distance of 10.49 feet, to a point, being the northerly common corner of said 66.456 and 30.804 acre tracts, for the southerly east corner hereof;

**THENCE** S 49° 13' 36" W (record call is S 51° 58' 00" W), along an electric barbed wire fence and the common line of said 66.456 and 30.804 acre tracts, passing at a distance of 163.31 feet, a 1/2 inch capped iron rod found stamped "Hinkle Surveyors" for reference, and continuing a total distance of 713.64 feet, to the **POINT OF BEGINNING** and containing 0.498 acre, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.



D027G

  
Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786

Date: 04-14-2020

April 14, 2020

Page 2 of 3

200 West Highway E, Suite 620  
Waco, Texas 76712  
Phone 817-772-1211  
TDD 817-772-1214  
(c) 254-772-8272 (f) 254-775-2824  
www.cpy.com



## Parcel - B006C



SAM, LLC  
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735  
Ofc 512.447.0575 Fax 512.326.3029  
info@sam.biz www.sam.biz T89PLS# 10064300



### Legal Description 1.376 Acre (59,925 Square Foot) 90 Foot Wide Permanent Easement

BEING A 1.376 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE ESTHER BERRY SURVEY, ABSTRACT NO. 1, CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 44.133 ACRE TRACT AS DESCRIBED IN A DEED TO THE DAC MANAGEMENT TRUST DATED AUGUST 11, 2014, AND RECORDED IN VOLUME 470, PAGE 758, OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS (D.R.C.C.T.). SAID 1.376 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" iron rod found on the apparent north ROW of FM 213 (Robin Ranch Road), for the southwest corner of a called 114.591 acre tract, described as Tract 2, in a deed to The Dac Management Trust dated August 11, 2014, recorded in Volume 73, Page 285, D.R.C.C.T., same being the southeast corner of said 44.133 acre tract;

**THENCE** N 31°31'00" W, with the common line of said 44.133 acre tract and said 114.591 acre tract, a distance of 1,623.72 feet, to a point for the **POINT OF BEGINNING** and the southeast corner of this 90 foot wide permanent easement;

**THENCE** N 89°49'06" W, departing said common line, over and across said 44.133 acre tract, a distance of 766.15 feet, to a point on the common line of said 44.133 acre tract and of a remainder of a called 273 acre tract, as described in a deed to W. W. McNeal, recorded in Volume 360, Page 482, Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.), further described as Third tract, recorded in Volume 242, Page 193, D.R.C.C.T., for this southwest easement corner;

**THENCE** N 58°23'19" E, with said common line, a distance of 170.85 feet, to a point, for this northwest easement corner. From said point, a 1/2" iron rod found, for the northwest corner of said 114.591 acre tract, same being the northeast corner of said 44.133 acre tract bears N 58°23'19" E 481.02 feet;

**THENCE** S 89°49'06" E, departing said common line, over and across said 44.133 acre tract, a distance of 565.35 feet, to a point on the common line of said 44.133 acre tract and said 114.591 acre tract, for this northeast easement corner;



THENCE S 31°31'00" E, with said common line, a distance of 105.79 feet, to the POINT OF BEGINNING and containing 1.376 acre, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

Neil Hines

NEIL HINES  
Registered Professional Land Surveyor  
Texas Registration Number 5642



Date: 31 October 2019

## Parcel B006 Access



Partners for a Better Quality of Life

### Legal Description 1.731 Acre (75,402 Square Foot, more or less) 30 Foot Wide Access Easement

BEING A 1.731 ACRE, 30 FOOT WIDE ACCESS EASEMENT, SITUATED IN THE ESTHER BERRY SURVEY, ABSTRACT NO. 1, CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 44.133 ACRE TRACT OF LAND DESCRIBED IN DEED TO DOLLIE COLE, AS RECORDED IN VOLUME 470, PAGE 758 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.) SEE PROBATE CAUSE NO. 9959 FOR OWNERSHIP. SAID 1.731 ACRE 30 FOOT WIDE ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rod found being the southerly common corner of said 44.133 acre tract and that called 105.825 acre tract of land described in deed to Pegasus Schools Inc, as recorded in Volume 348, Page 693 of said O.P.R.C.C.T. lying in the northerly Right of Way (ROW) line of County Road number 213 commonly known as Robin Ranch Road (a variable width ROW)

**THENCE** N 31° 31' 19" W, along the common line of said 44.133 and 105.825 acre tracts, a distance of 1,225.48 feet, to a point for corner. From which a 1/2 inch iron rod found being the northerly common corner of said 44.133 and 105.825 acre tracts bears N 31° 31' 19" W, a distance of 795.08 feet;

**THENCE** leaving said common line, over and across said 44.133 acre tract, the following eleven (11) courses and distances:

1. N 32° 24' 46" E, a distance of 331.32 feet, to a point at the beginning of a tangent curve to the left having a central angle of 63° 41' 15", a radius of 175.00 feet, a chord bearing N 00° 28' 25" E and a chord distance of 184.66 feet;
2. Along said tangent curve to the left, an arc distance of 194.52 feet, to a point for corner;
3. N 31° 22' 12" W, a distance of 432.65 feet, to a point for the north corner hereof, lying in the south line of a proposed 1.376 acre 90 foot wide permanent easement;
4. S 89° 49' 06" E, along said south easement line a distance of 35.20 feet, to a point for corner;
5. S 31° 22' 12" E, a distance of 414.23 feet, to a point at the beginning of a tangent curve to the right having a central angle of 63° 41' 41", a radius of 205.00 feet, and a chord bearing S 00° 28' 38" W and a chord distance of 216.34 feet;
6. Along said tangent curve to the right an arc distance of 227.90 feet, to a point for corner;
7. S 32° 24' 46" W, a distance of 312.62 feet, to a point for corner;
8. S 31° 31' 19" E, a distance of 1,177.06 feet, to a point for corner;
9. N 59° 03' 41" E, a distance of 285.25 feet, to a point for corner;
10. N 58° 37' 50" E, a distance of 54.82 feet, to a point for corner;

11. S 31° 22' 10" E, a distance of 30.00 feet, lying in the north ROW line of said CR 213. From which a 1/2 inch iron rod found being the southerly common corner of said 44.133 acre tract and that called 114.591 acre tract of land described as "Tract 2" in deed to Dollie Cole, as recorded in Volume 73, Page 285 of the Deed Records of Caldwell County, Texas (D.R.C.C.T.) See Probate Cause 9969 for ownership bears N 58° 37' 50" E, a distance of 579.36 feet;

**THENCE** along the common line of said 44.133 acre tract and CR 213 the following two (2) courses and distances:

1. S 58° 37' 50" W, a distance of 54.94 feet, to a point for corner;
2. S 59° 03' 41" W, a distance of 315.06 feet, to a point for corner, to the **POINT OF BEGINNING** and containing 1.731 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.



Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786

Date: 09-08-2020  
July 16, 2020

Revised Date: September 8, 2020



Parcel – D049G



Legal Description  
1.190 Acre (51,836 Square Foot)  
90' Wide Permanent Easement

BEING A 1.190 ACRE, 90' WIDE PERMANENT EASEMENT, SITUATED IN THE JOHN JONES SURVEY, ABSTRACT NO. 189, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN DEED TO GUSTAVO A. ZENTENO AS RECORDED IN VOLUME 2498, PAGE 263 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS (O.P.R.G.C.T.), BEING FURTHER DESCRIBED IN VOLUME 689, PAGE 561 OF SAID O.P.R.G.C.T. SAID 1.190 ACRE 90' WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2 inch iron rod found, being the northerly common corner of said 10.00 acre tract and that called 8.000 acre tract of land described as Tract Four in deed to Max E. Talley and wife, Mary A. Talley as recorded in Volume 741, Page 1370 of said O.P.R.G.C.T.;

**THENCE** S 31° 53' 33" E (record call is S 31° 16' 45" E), along the common line of said 10.00 and 8.000 acre tracts, a distance of 632.96 feet, to a point for the **POINT OF BEGINNING** and the northeast corner of the herein described tract;

**THENCE** S 31° 53' 33" E, continuing along said common line, a distance of 91.30 feet, to a point lying in the northwest line of that called 20' wide pipeline easement described to Crystal Clear Water Supply Corporation as recorded in Volume 375, Page 522, of the Deed Records of Guadalupe County, Texas (D.R.G.C.T.) From which a 1/2 inch iron rod found, being the southerly common corner of said 10.00 and 8.000 acre tracts and lying in the northwest R.O.W. line of Farm to Market Road 1339 (FM 1339, variable width R.O.W.) bears S 31° 53' 33" E, a distance of 20.29 feet;

**THENCE** S 48° 24' 33" W, over and across said 10.00 acre tract, along said northwest easement line and 20 feet right of said FM 1339 R.O.W. line, when measured at right angles, a distance of 576.04 feet, to a point lying in the southwest line of said 10.00 acre tract and the northeast line of that called 12.120 acre tract of land described in deed to James Todd Evans and Mary Evans, husband and wife, as recorded in Volume 4040, Page 451 of said O.P.R.G.C.T. for the southwest corner hereof. From which a 3 inch steel post found, being the southerly common corner of said 10.00 and 12.120 acre tracts and lying in said FM 1339 northwest R.O.W. line bears S 31° 46' 50" E, a distance of 20.30 feet;

**THENCE** N 31° 46' 50" W, along the common line of said 10.00 and 12.120 acre tracts, a distance of 91.34 feet, to a point for the northwest corner hereof;

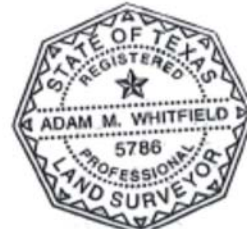
**THENCE** N 48° 24' 33" E, over and across said 10.00 acre tract, a distance of 575.86 feet, to the **POINT OF BEGINNING** and containing 1.190 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.



Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786

Date: 02-12-2020  
February 12, 2020





Parcel – D051G – A



Legal Description  
3.385 Acre (147,451 Square Foot)  
90' Wide Permanent Easement

BEING A 3.385 ACRE, 90' WIDE PERMANENT EASEMENT, SITUATED IN THE JOHN JONES SURVEY, ABSTRACT NO. 189, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 134.868 ACRE TRACT OF LAND DESCRIBED IN CORRECTION DEED TO MICHAEL DEAN FLINN AND WIFE JEANNE E. FLINN AS RECORDED IN VOLUME 1903, PAGE 602 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS (O.P.R.G.C.T.). SAID 3.385 ACRE 90' WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a concrete TXDOT monument found, being and angle point in the northeast line of said 134.868 acre tract and the beginning of a cutback in the southwest right of way (R.O.W.) line of Farm to Market Road 3353 (FM 3353, 120' wide R.O.W.) for the **POINT OF BEGINNING** and the northerly east corner of the herein described tract;

**THENCE** S 03° 57' 07" W, along the common line of said 134.868 acre tract and said FM 3353 southwest R.O.W. cutback line, a distance of 78.08 feet, to a point for the southerly northeast corner hereof and lying in the northwest line of a called 20' wide waterline easement described to Crystal Clear Water Supply Corporation as recorded in Volume 375, Page 514 of the Deed Records of Guadalupe County, Texas (D.R.G.C.T.). From which a concrete TXDOT monument found at the end of said FM 3353 cutback and lying in the northwest R.O.W. line of Farm to Market Road 1339 (FM 1339, 80' wide R.O.W.) bears S 03° 57' 07" W, a distance of 28.34 feet;

**THENCE** S 48° 49' 55" W, over and across said 134.868 acre tract and 20 feet right of said FM 1339 northwest R.O.W. line, when measured at right angles, a distance of 1,599.33 feet, to a point lying in the southwest line of said 134.868 acre tract, the northeast line of that called 40.00 acre tract of land described in correction deed to Michael Dean Flinn & Jeanne E. Flinn, husband and wife, as recorded in Volume 2795, Page 959 of said O.P.R.G.C.T., and said northwest 20' wide waterline easement for the south corner hereof. From which a 1/2 inch capped iron rod found stamped with illegible writing, being the southerly common corner of said 134.868 and 40.00 acre tracts bears S 42° 28' 04" E, a distance of 20.01 feet;

**THENCE** N 42° 28' 04" W (record call is N 42° 04' 52" W), along the common line of said 134.868 and 40.00 acre tracts, a distance of 90.02 feet, to a point for the west corner hereof. From which a 1/2 inch capped iron rod found stamped "B&A RPLS 2633", being the northerly common corner of said 134.868 and 40.00 acre tracts bears N 42° 28' 04" W, a distance of 3,351.39 feet;

**THENCE** N 48° 49' 55" E, over and across said 134.868 acre tract, a distance of 1,655.67 feet, to a point lying in the northeast line of said 134.868 acre tract and the southwest R.O.W. line of said FM 3353 for the north corner hereof;

**THENCE** S 42° 50' 54" E, along the common line of said 134.868 acre tract and said FM 3353 R.O.W. line a distance of 34.92 feet, to the **POINT OF BEGINNING** and containing 3.385 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

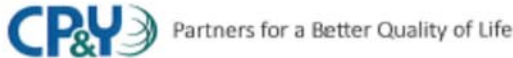


*Adam M. Whitfield*

Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786

Date: 02-12-2020  
February 12, 2020

Parcel – D051G – B



Legal Description  
1.069 Acre (46,566 Square Foot)  
90' Wide Permanent Easement

BEING A 1.069 ACRE, 90' WIDE PERMANENT EASEMENT, SITUATED IN THE JOHN JONES SURVEY, ABSTRACT NO. 189, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 40.00 ACRE TRACT OF LAND DESCRIBED IN CORRECTION DEED TO MICHAEL DEAN FLINN AND WIFE JEANNE E. FLINN AS RECORDED IN VOLUME 2795, PAGE 959 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS (O.P.R.G.C.T.). SAID 1.069 ACRE 90' WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2 inch capped iron rod found stamped "B&A RPLS 2633", being the northerly common corner of said 40.00 acre tract and that called 134.868 acre tract of land described in correction deed to Michael Dean Flinn and wife Jeanne E. Flinn as recorded in Volume 1903, Page 602 of said O.P.R.G.C.T.;

**THENCE** S 42° 28' 04" E (record call is S 42° 04' 54" E), along the northeast line of said 40.00 acre tract, being the southwest line of said 134.868 acre tract, a distance of 3,351.39 feet, to a point for the **POINT OF BEGINNING** and the north corner of the herein described tract;

**THENCE** S 42° 28' 04" E, continuing along said common line a distance of 90.02 feet, to a point for the east corner hereof and lying in the northwest line of a called 20' wide waterline easement described to Crystal Clear Water Supply Corporation as recorded in Volume 375, Page 514 of the Deed Records of Guadalupe County, Texas (D.R.G.C.T.). From which a 1/2 inch capped iron rod found stamped with illegible writing, being the southerly common corner of said 40.00 and 134.868 acre tracts and lying in the northwest R.O.W. line of Farm to Market Road 1339 (FM 1339, 80' wide R.O.W.) bears S 42° 28' 04" E, a distance of 20.01 feet;

**THENCE** S 48° 49' 55" W, over and across said 40.00 acre tract and 20 feet right of said FM 1339 northwest R.O.W. line, when measured at right angles, a distance of 517.91 feet, to a point lying in the southwest line of said 40.00 acre tract, the northeast line of the remainder of that called 97.850 acre tract of land described in deed to Dennis Luehlfing and Doreen Luehlfing as recorded in Volume 1736, Page 42 of said O.P.R.G.C.T., and said northwest 20' wide waterline easement for the south corner hereof.

**THENCE** N 41° 41' 45" W, along the southwest line of said 40.00 acre tract a distance of 90.00 feet, to a point for the west corner hereof. From which a 1/2 inch iron rod found, being the northerly common corner of said 40.00 and the remainder of said 97.850 acre tracts bears N 41° 41' 45" W, a distance of 3,469.72 feet;

**THENCE** N 48° 49' 55" E, over and across said 40.00 acre tract a distance of 516.70 feet, to the **POINT OF BEGINNING** and containing 1.069 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.



Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786

Date: 02-12-2020  
February 12, 2020



**Parcel – D069G**



**Legal Description  
2.297 Acre (100,057 Square Foot)  
90 Foot Wide Permanent Easement**

BEING A 2.297 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE JOHN JONES SURVEY, ABSTRACT NO. 189, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF THAT CALLED 87.4 ACRE TRACT OF LAND DESCRIBED IN PROBATE RECORDS TO ELAINE HERRMANN REINHARD, AS RECORDED IN VOLUME 2657, PAGE 804 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS (O.P.R.G.C.T.), AND BEING FURTHER DESCRIBED IN DEED TO STANLEY GENE REINHARD, AS RECORDED IN VOLUME 675, PAGE 754 OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS (D.R.G.C.T.). SAID 2.297 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a point lying on the common line of said 87.4 acre tract and that called 40.00 acre tract of land described in deed to Johnny Paul Schriewer, as recorded in Volume 3188, Page 237 of said O.P.R.G.C.T., and further described in Volume 451, Page 250 of said D.R.G.C.T. for the northerly east corner of the herein described tract. From which a 1/2 inch iron rod found, being the northeast corner of said 87.4 acre tract bears N 00° 39' 42" W (record call is NORTH), a distance of 2,066.21 feet;

**THENCE** S 00° 39' 42" E, along the common line of said 87.4 and 40.00 acre tracts a distance of 118.70 feet, to a point lying on the northwesterly line of that called 20 foot wide water line easement to Crystal Clear Water Supply Corporation, as recorded in Volume 375, Page 603 of said D.R.G.C.T. for the southerly east corner hereof. From which a 1/2 inch capped iron rod found stamped "TRI County", being the southerly common corner of said 87.4 and 40.00 acre tracts bears S 00° 39' 42" E, a distance of 26.38 feet;

**THENCE** leaving said common line, over and across said 87.4 acre tract and along the northwesterly line of said 20 foot wide easement, the following two (2) courses and distances:

1. S 48° 38' 44" W, a distance of 17.17 feet, to a point for corner;
2. S 48° 49' 37" W, a distance of 1,081.22 feet, to a point for the south corner hereof lying on the common line of said 87.4 acre tract and that called 11.006 acre tract of land described in deed to Revay Guerrero and Erik Guerrero, wife and husband, as recorded in County Clerks File Number 2019-99019005 of said O.P.R.G.C.T. From which a found 3/8 inch iron rod being the southerly common corner of said 87.4 and 11.006 acre tracts bears S 17° 10' 26" E, a distance of 21.89 feet;

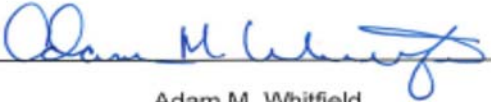
**THENCE** leaving the northwesterly line of said 20 foot wide water line easement, along the common line of said 87.4 and 11.006 acre tracts, the following two (2) courses and distances:

1. N 17° 10' 26" W, a distance of 29.09 feet, to a 1/2 inch iron rod found being at an angle point in said common line;
2. N 06° 42' 20" W, a distance of 76.93 feet, to a point for the west corner hereof;

**THENCE** leaving said common line, over and across said 87.4 acre tract, the following two (2) courses and distances:

1. N 48° 49' 37" E, a distance of 1,025.71 feet, to a point for corner;
2. N 48° 38' 44" E, a distance of 94.42 feet, to the **POINT OF BEGINNING** and containing 2.297 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.



Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786

Date: 02-20-2020  
January 24, 2020

Revised Date: February 20, 2020



# Parcel A030C



**Legal Description**  
**1.459 Acres (63,538 Square Foot)**  
**90 Foot Wide Permanent Easement**

BEING A 1.459 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE JOHN A. NEILL SURVEY, ABSTRACT NO. 20 CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 221 ACRE TRACT OF LAND DESCRIBED AS "SECOND TRACT BEING ALL TRACTS 1, 2, AND 3" IN DEED TO RAYMOND G. HENDERSON AND CAROLYN V. HENDERSON, A MARRIED COUPLE, AS RECORDED UNDER COUNTY CLERKS FILE NO. 2018-003186 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 221 ACRE TRACT IS ALSO REFERENCED BUT NOT DESCRIBED IN AFFIDAVIT OF HEIRSHIP, AS RECORDED IN VOLUME 309, PAGE 333 AND VOLUME 462, PAGE 123 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS (D.R.C.C.T.). SAID 1.459 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2 inch iron rod found being the southerly most inside corner on the north line of said 221 acre tract, also being the southwest corner of that called 218.82 acre tract of land described in Deed to R-C Ranch, as recorded under County Clerks File No. 2018-003981 of said (O.P.R.C.C.T.);

**THENCE** N 78° 34' 29" E, along a fence and the common line of said 221 and 218.82 acre tracts a distance of 3,251.01 feet, to a point on the northeasterly Right-of-Way (ROW) line of that called 85 foot wide easement described in deed to Lower Colorado River Authority, as recorded in Volume 378, Page 663 of said (D.R.C.C.T.). Same being the southwest corner hereof, and the **POINT OF BEGINNING**;

**THENCE** N 78° 34' 29" E, continuing along said common line and a fence line of said 221 and 218.82 acre tracts a distance of 165.83 feet, to the northwest corner hereof. From which a 1/2 inch iron rod found being a point on the North line of said 221 acre tract bears N 73° 34' 29" E, a distance of 322.82 feet;

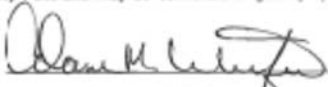
**THENCE** S 68° 33' 18" E, leaving said common line, over and across said 221 acre tract a distance of 617.78 feet, to a point in the center of Plum Creek lying on the East line of said 221 acre tract, and on the West line of that called 69.4 acre tract of land described as "Tract 4" in Deed to Fred Hoskins and Jo Ann Hoskins, as recorded in Volume 387, Page 264 of said (D.R.C.C.T.). Same being northeast corner hereof;

**THENCE** along the meanders of Plum Creek and the common line of said 221 and 69.4 acre tracts the following two (2) courses and distances:

1. S 01° 23' 58" E, a distance of 67.86 feet, to a point for corner;
2. S 03° 21' 39" W, a distance of 28.89 feet, to a point for the southeasterly corner hereof and said northeasterly (ROW);

**THENCE** N 68° 33' 18" W, leaving said meanders of Plum Creek, along said northeasterly (ROW), over and across said 221 acre tract, a distance of 792.37 feet, to the **POINT OF BEGINNING** and containing 1.459 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

  
Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786

Date: 09-03-19

September 3, 2019



## Parcel A032C



**Legal Description  
1.725 Acres (75,150 Square Foot)  
90 Foot Wide Permanent Easement**

BEING A 1.725 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE JAMES GEORGE SURVEY, ABSTRACT NO. 9, CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 121 ACRE TRACT OF LAND DESCRIBED AS "FIRST TRACT" IN DEED TO RAYMOND G. HENDERSON AND CAROLYN V. HENDERSON, AS RECORDED IN COUNTY CLERKS FILE NO. 2018-003195 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 1.725 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 4 inch fence corner post found being the southwest corner of said 121 acre Henderson tract, the southeast corner of that called 72.282 acre tract of land described in Deed to George Hazelett, as recorded in Volume 182, Page 89 of said (O.P.R.C.C.T.), and on the North line of that called 218.82 acre tract of land as described in Deed to Raymond G. Henderson and wife Carolyn V. Henderson, as recorded in Volume 516, Page 159 of the Deed Records of Caldwell County, Texas (D.R.C.C.T.). Same being the southwest corner hereof;

**THENCE** N 11° 31' 44" W, along the common line of said 121 and 72.282 acre tracts, a distance of 90.13 feet, to the northwest corner hereof.

**THENCE** departing said common line, over and across said 121 acre Henderson tract the following five (5) courses and distances:

1. N 75° 27' 04" E, a distance of 34.39 feet, to a point for corner;
2. N 78° 05' 57" E, a distance of 174.84 feet, to a point for corner;
3. N 32° 25' 53" E, a distance of 143.11 feet, to a point for corner;
4. N 78° 12' 10" E, a distance of 229.15 feet, to a point for corner;
5. S 68° 28' 20" E, a distance of 348.44 feet, to a point on the South line of said 121 acre Henderson tract and the common North line of said 218.82 acre Henderson tract. Same being the northeast corner hereof. From which a 1/2 inch iron rod with cap stamped "Hinkle Surveying" found for the southeast corner of said 121 acre Henderson tract bears N 78° 05' 57" E, a distance of 1,548.98 feet;

**THENCE** S 78° 05' 57" W, along the common line of said 121 and 218.82 acre tracts a distance of 163.37 feet, to the southeast corner hereof being a point on the northeasterly Right-of-Way (ROW) line of that called 85 foot wide easement described in Deed to Lower Colorado River Authority, as recorded in Volume 378, Page 659 and Page 672 of said (D.R.C.C.T.);

**THENCE** departing said common line, over and across said 121 acre Henderson tract the following three (3) courses and distances:

1. N 68° 28' 20" W, along said northeasterly (ROW) line, a distance of 185.16 feet, to a point for corner;
2. S 78° 12' 10" W, departing said northeasterly (ROW) line, a distance of 164.22 feet, to a point for corner;
3. S 32° 25' 53" W, a distance of 143.02 feet, to a point on the common line of said 121 and 218.82 acre tracts;

**THENCE** along said common line the following two (2) courses and distances:

1. S 78° 05' 57" W, along said common line, a distance of 210.63 feet, to a 6 inch cedar stump;
2. S 75° 27' 04" W, a distance of 37.06 feet, to the **POINT OF BEGINNING** and containing 1.725 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.



Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786

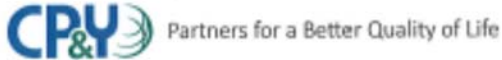
Date: 08-23-19

July 29, 2019

Revised Date: August 23, 2019



## Parcel A032C Access



**Legal Description**  
**0.788 Acres (34,331 Square Foot)**  
**30 Foot Wide Access Easement**

BEING A 0.788 ACRE, 30 FOOT WIDE ACCESS EASEMENT, SITUATED IN THE JAMES GEORGE SURVEY, ABSTRACT NO. 9, CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 121 ACRE TRACT OF LAND DESCRIBED AS "FIRST TRACT" IN DEED TO RAYMOND G. HENDERSON AND CAROLYN V. HENDERSON, AS RECORDED IN COUNTY CLERKS FILE NO. 2018-003195 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 0.788 ACRE 30 FOOT WIDE ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 4 inch fence corner post found being the southwest corner of said 121 acre Henderson tract, the southeast corner of that called 72.282 acre tract of land described in Deed to George Hazelett, as recorded in Volume 182, Page 89 of said (O.P.R.C.C.T.), and on the North line of that called 218.82 acre tract of land as described in Deed to Raymond G. Henderson and wife Carolyn V. Henderson, as recorded in Volume 516, Page 159 of the Deed Records of Caldwell County, Texas (D.R.C.C.T.). From which a 1/2 inch capped iron rod stamped "Hinkle Surveying" found being an angle point on the South line of said 121 acre tract bears N 76° 05' 57" E, a distance of 2,341.68 feet;

THENCE N 11° 31' 44" W, along the common line of said 121 and 72.282 acre tracts, a distance of 90.13 feet, to the POINT OF BEGINNING being the southwest corner hereof.

THENCE continuing along said common line the following two (2) courses and distances:

1. N 11° 31' 44" W, a distance of 297.80 feet, to a point for corner;
2. N 11° 38' 37" E, a distance of 847.37 feet, to the northwest corner of said 121 acre tract, the southwest corner of that called 115 acre tract of land described in Deed to Joe Masur, Walter Masur, and Arthur Masur, as recorded in Volume 179, Page 352 of said (D.R.C.C.T.), and the northwest corner hereof;

THENCE N 78° 30' 34" E, along the common line of said 121 and 115 acre tracts, over an across a gravel private driveway commonly known as "RC Lane" a distance of 30.00 feet, to the northeast corner hereof. From which a 1/2 inch capped iron rod found being a point on the common line of said 121 and 115 acre tracts bears N 78° 30' 34" E, a distance of 4.67 feet;

THENCE departing said common line, over and across said 121 acre Henderson tract the following three (3) courses and distances:

1. S 11° 38' 37" E, a distance of 847.32 feet, to a point for corner;
2. S 11° 31' 44" E, a distance of 296.25 feet, to the southeast corner hereof;
3. S 75° 27' 04" W, a distance of 30.04 feet, to the POINT OF BEGINNING and containing 0.788 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786

Date: 9-16-19  
August 8, 2019

Revised Date: September 16, 2019





# Parcel A034C



**Legal Description**  
**1.805 Acres (78,628 Square Foot)**  
**90 Foot Wide Permanent Easement**

BEING A 1.805 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE JAMES GEORGE SURVEY, ABSTRACT NUMBER 9 CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 24 ACRE "TRACT 3" AS DESCRIBED IN DEED TO JAMES H. HAUN, AS RECORDED IN VOLUME 321, PAGE 73 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS (D.R.C.C.T.), SAID 1.805 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a found 10 inch fence corner post being the southwest corner of said 24 acres, Tract 3, also being the southeast corner of that called 70.125 acre tract of land described in Deed to Helen Anderson Deert, as recorded in Volume 555, Page 688 of the Official Public Records of Caldwell County Texas (O.P.R.C.C.T.). Same being on the North line of that called 135.50 acre tract of and (Tract 1) as described in deed to James H. Haun as recorded in Volume 321, Page 73 of said (D.R.C.C.T.), and the southwest corner of the herein described tract.

**THENCE** N 11° 00' 01" W, along the common line of said 24 and 70.125 acre tracts a distance of 90.01 feet, being the northwest corner hereof. From which a found 5/8 inch iron rod being the northwest corner of said 24 acre tract bears N 11° 00' 01" W, a distance of 1,101.28 feet;

**THENCE** N 78° 20' 44" E, leaving said common line, over and across said 24 acre tract a distance of 873.73 feet, to a point lying on the east line of said 24 acre tract also being in the west line of that called 72.282 acre tract of land as described in deed to George Hazelett, as recorded in Volume 182, Page 89 of said (O.P.R.C.C.T.), and the northeast corner hereof. From which an 8 inch wood fence corner post for the northeast corner of said 24 acre tract bears N 10° 53' 21" W a distance of 1093.29 feet;

**THENCE** S 10° 53' 21" E along the common line of said 24 and 72.282 acre tracts a distance of 90.01 feet, to the **POINT OF BEGINNING** and containing 1.805 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786

Date: 03.20.2020

Revised Date: March 20, 2020



## Parcel A037C



**Legal Description**  
**4.970 Acre (216,493 Square Foot, more or less)**  
**90 Foot Wide Permanent Easement**

BEING A 4.970 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE JOHN A. NEILL SURVEY, ABSTRACT NO. 20, CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 160 ACRE TRACT DESCRIBED IN DEED TO THE LEANDRO ACEVEDO ESTATE, AS RECORDED IN VOLUME 28, PAGE 146 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 4.970 ACRE, 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2 inch iron rod found, being the northerly common corner of said 160 acre tract and that called 358.536 acre tract described in Deed to David V. Acevedo, Eduardo V. Acevedo, Virginia K. Villarreal, and Margie Margarita Acevedo, as recorded in Volume 209, Page 425 of said O.P.R.C.C.T., and lying in the south Right of Way (ROW) line of County Road 205 (variable width ROW). From which a 600 nail found in a treated fence corner post, being the northwest corner of said 358.536 acre tract bears S 77° 58' 39" W, a distance of 631.31 feet;

**THENCE** S 32° 14' 33" E, leaving said ROW, along the common line of said 160 and 358.536 acres, a distance of 31.34 feet, to a point lying in the south line of that called 10' wide right of way easement described to Polonia Water Supply Corp, as recorded in Volume 147, Page 110 of the Deed Records of Caldwell County, Texas (D.R.C.C.T.), for the **POINT OF BEGINNING** and the northwest corner of the tract herein described;

**THENCE** leaving said common line, over and across said 160 acre tract and along or near the south line of said easement, the following five (5) courses and distances:

- 1) N 76° 31' 37" E, a distance of 1,883.26 feet, to an angle point hereof;
- 2) N 85° 23' 53" E, a distance of 64.32 feet, to an angle point hereof;
- 3) S 80° 59' 51" E, a distance of 99.61 feet, to an angle point hereof;
- 4) S 63° 51' 10" E, a distance of 301.20 feet, to an interior 'elf' corner hereof;
- 5) N 27° 54' 13" E, across said easement, a distance of 16.13 feet, to a point lying in the common line of said 160 acres and said County Road 205 for a corner hereof;

**THENCE** S 62° 30' 48" E, along said common line, a distance of 90.00 feet, to a point for the northeast corner hereof;

**THENCE** leaving said common line, over and across said 160 acre tract the following five (5) courses and distances:

- 1) S 27° 54' 13" W, a distance of 104.06 feet, to a point for the southeast corner hereof;
- 2) N 63° 51' 10" W, a distance of 374.91 feet, to an angle point hereof;
- 3) N 80° 59' 51" W, a distance of 75.31 feet, to an angle point hereof;
- 4) S 85° 23' 53" W, a distance of 48.18 feet, to an angle point hereof;
- 5) S 78° 31' 37" W, a distance of 1,843.72 feet, to a point lying in the common line of said 160 acres and said 358.536 acres for the southwest corner hereof. From which a 600 nail found in a treated fence corner post, being the southwest corner of said 160 acre tract bears S 32° 14' 33" E, a distance of 2,587.28 feet;

THENCE N 32° 14' 33" W, along said common line, a distance of 96.26 feet, to the POINT OF BEGINNING and containing 4.970 acres more or less.

The bearings shown hereon are based in the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.



Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5788

Date: 09-09-2020  
July 23, 2019

Revised Date: September 09, 2020



# Parcel A038C



## Legal Description 1.333 Acres (58,065 Square Foot) 90 Foot Wide Permanent Easement

BEING A 1.333 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE JOHN A. NEILL SURVEY, ABSTRACT NO. 20 CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 358.536 ACRE TRACT OF LAND DESCRIBED IN DEED TO DAVID V. ACEVEDO, ET AL, AS RECORDED IN VOLUME 206, PAGE 425 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 1.333 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2 inch iron rod found being the northerly common corner of said 358.536 acres and that called 160.00 acre tract of land described in Deed to The Leandro Acevedo Estate, as recorded in Volume 28, Page 146 of said O.P.R.C.C.T. and lying in the south Right of Way (ROW) of County Road 205 (variable width ROW);

**THENCE** S 32° 14' 33" E, along the common line of said 358.536 and 160.00 acre tracts a distance of 31.34 feet, to a point lying in the south line of that called 10' wide right of way easement to Polonia Water Supply Corp. as recorded in Volume 346, Page 166 of the Deed Records of Caldwell County for the **POINT OF BEGINNING** and the northeast corner hereof;

**THENCE** S 32° 14' 33" E, continuing along the common line of said 358.536 and 160.00 acre tracts a distance of 96.26 feet, to a point for the southwest corner hereof. From which a found 60d nail in a treated fence corner post being an angle point in said 358.536 acre tract bears S 32° 14' 33" E, a distance of 2,587.28 feet;

**THENCE** leaving said common line, over and across said 358.536 acre tract the following two (2) courses and distances:

- 1) S 78° 31' 37" W, a distance of 481.99 feet, to a point for corner;
- 2) S 34° 27' 02" W, a distance of 165.63 feet, to a point lying on the common west line of said 358.536 acres and the east line of the remainder of a called 254.813 acre tract of land described in Deed to William R. Clark and Spouse Anne J. Clark, as recorded in County Clerks File No. 2013-132443 of said O.P.R.C.C.T. for the southwest corner hereof. From which a 1/2 inch capped iron rod found stamped "Hinkle Surveyors" bears S 29° 54' 58" E, a distance of 3,261.02 feet;

**THENCE** N 29° 54' 58" W, along the common line of said 358.536 and 254.813 acre tracts a distance of 99.82 feet, to a point for the northwest corner hereof. From which a 1/2 inch iron rod found being the northeast corner of the remainder of said 254.813 acres bears N 29° 54' 58" W, a distance of 101.10 feet;

**THENCE** leaving said common line, over and across said 358.536 acre tract the following two (2) courses and distances:

- 1) N 34° 27' 02" E, a distance of 158.88 feet, to a point lying in the south line of said Polonia right of way easement for corner;
- 2) N 78° 31' 37" E, along the south line of said Polonia right of way easement a distance of 484.29 feet, to the **POINT OF BEGINNING** and containing 1.333 acres, more or less.

The bearings shown herein are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786

Date: 09-09-2020  
July 23, 2019

Revised Date: September 08, 2020



## Parcel B033C/B034C



SAM, LLC  
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735  
Ofc: 512.447.0575 Fax: 512.326.3029  
Info@sam.biz www.sam.biz TBPIS # 10064330



### Legal Description 3.768 Acre (164,127 Square Foot) 90 Foot Wide Permanent Easement

BEING A 3.768 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE THOMAS MAXWELL SURVEY, ABSTRACT NO. 188, AND THE WILLIAM PETTUS SURVEY, ABSTRACT NO. 21 CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 91.99 ACRE TRACT DESCRIBED AS PARCEL 1 IN A DEED TO RUC HOLDINGS ULC, AND RECORDED IN INSTRUMENT NO. 2018-003681, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 3.768 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a axle found for a common corner of said 91.99 acre tract and a called 224.83 acre tract described as Parcel B in a deed to Walton TX Austin Land Acquisition Limited Partnership, an Alberta Limited Partnership, and recorded in Instrument No. 2018-003486 O.P.R.C.C.T.;

**THENCE** S 48° 27' 12" W, with common line of said 91.99 acre tract and said 224.83 acre tract, a distance of 173.58 feet, to a point, for the **POINT OF BEGINNING** and a northwest corner of this 90 foot wide permanent easement;

**THENCE** S 88° 48' 46" E, departing said common line, over and across said 91.99 acre tract, a distance of 1,753.94 feet, to a point in the apparent west ROW of Valley Way Drive (variable width ROW), for this northeast easement corner;

**THENCE** S 41° 17' 25" E, with the apparent west ROW of said Valley Way Drive, a distance of 122.04 feet, to a point, for this southeast easement corner. From said point, a iron rod found, for the southeast corner of said 91.99 acre tract bears S 41° 17' 25" E, 361.96 feet;

**THENCE** N 88° 48' 46" W, departing the apparent west ROW of said Valley Way Drive, over and across said 91.99 acre tract, a distance of 1,847.99 feet, to a point on the common line of said 91.99 acre tract and called 87.92 acre tract, described in a deed to Walton Texas, LP, A Texas Limited Partnership, recorded in Instrument No. 113576, O.P.R.C.C.T., for this southwest easement corner;

**THENCE** N 41° 18' 04" W, with said common line, a distance of 58.22 feet, to a 5/8-inch iron rod found, on the common line of said 91.99 acre tract and said 87.92 acre tract, for a west corner of said 91.99 acre tract;



**THENCE** N 48° 27' 12" E, with said common line, a distance of 69.38 feet to the **POINT OF BEGINNING** and containing 3.768 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

*Neil Hines*

Neil Hines  
Registered Professional Land Surveyor  
Texas Registration Number 5642



Date: 29 January 2020

## Parcel B035C



SAM, LLC  
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735  
Ofc: 512.447.0575 Fax 512.326.3029  
Info@sam.biz www.sam.biz TRPLS # 30064300



**Legal Description**  
**4.279 Acre (186,379 Square Foot)**  
**90 Foot Wide Permanent Easement**

BEING A 4.279 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NO. 21, CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF PARCEL B A CALLED 224.83 ACRE TRACT AS DESCRIBED IN DEED TO WALTON TX AUSTIN LAND ACQUISITION LIMITED PARTNERSHIP, AN ALBERTA LIMITED PARTNERSHIP, AND RECORDED IN INSTRUMENT NUMBER 2018-003486, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 4.279 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at an axle found, for a common corner of said 224.83 acre tract and a called 91.99 acre tract described as Parcel 1 in a deed to RUC Holdings ULC, and recorded in Instrument No. 2018-003681, O.P.R.C.C.T.;

**THENCE** S 48°27'12" W, a distance of 173.58 feet, to a point on the common line of said 224.83 acre tract and said 91.99 acre tract, for the **POINT OF BEGINNING** and the northeast corner of this 90 foot wide permanent easement;

**THENCE** S 48°27'12" W, with said common line, a distance of 69.38 feet, to a 5/8- Inch iron rod found, for a common corner of said 91.99 acre tract and a called 87.92 acre tract as described in a deed to Walton Texas, LP, a Texas Limited Partnership, and recorded in Instrument No. 113576, O.P.R.C.C.T.;

**THENCE** S 48°39'03" W, departing said common line, with the common line of said 224.83 acre tract and said 87.92 acre tract, a distance of 63.51 feet, to a point on said common line, and for this southeast easement corner;

**THENCE** N 88°48'46" W, departing said common line, over and across said 224.83 acre tract, a distance of 2,070.80 feet, to a point on the common line of said 224.83 acre tract and a called 339.31 acre tract as described in a deed to Walton TX Austin Land Acquisition Limited Partnership, An Alberta Limited Partnership, and recorded in Instrument No. 2018-003486, O.P.R.C.C.T., for this southwest easement corner;

**THENCE** N 48°45'19" E, with said common line, a distance of 133.41 feet, to a point on said common line, for this northwest easement corner. From said point, a 1/2-Inch iron rod found at the north corner of said 224.83 acre tract, same being the east corner of said 339.31 acre tract bears N 48°45'33" E, 1,697.93 feet;



THENCE S 88°48'46" E, departing said common line, over and across said 224.83 acre tract, a distance of 2,070.88 feet, to the **POINT OF BEGINNING** and containing 4.279 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83,2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of .00013.

*Neil Hines*

Neil Hines  
Registered Professional Land Surveyor  
Texas Registration Number 5642



Date: 28 January 2020



## Parcel B036C



SAM, LLC  
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735  
Ofc: 512.447.0575 - Fax: 512.326.3029  
Info@sam.biz - www.sam.biz TSP LSW 32664308



### Legal Description 7.207 Acre (313,951 Square Foot) 90 Foot Wide Permanent Easement

BEING A 7.207 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NO. 21, CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 339.31 ACRE TRACT AS DESCRIBED IN A DEED TO WALTON TX AUSTIN LAND ACQUISITION LIMITED PARTNERSHIP, AN ALBERTA LIMITED PARTNERSHIP, AND RECORDED IN INSTRUMENT NO. 2018-003486, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 7.207 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at an iron pipe found at an interior ell corner of a said 339.31 acre tract;

**THENCE** S 48°37'49" W, distance of 269.00 feet, to a point on the common line of said 339.31 acre tract and a called 49.82 acre tract described as Tract 1 in a deed to James Paul and Rocco J. Moses and Richard Lawrence, and recorded in Instrument No. 2013-136822, O.P.R.C.C.T., for the **POINT OF BEGINNING** and a northeast corner of this 90 foot wide permanent easement;

**THENCE** S 88°48'46" E, departing said common line, over and across said 339.31 acre tract, a distance of 3,488.07 feet, to a point of said 339.31 acre tract and a called 224.83 acre tract as described in a deed to Walton TX Austin Land Acquisition Limited Partnership, an Alberta Limited Partnership, and recorded in Instrument No. 2018-003486, O.P.R.C.C.T., for this northeast easement corner. From said point an iron rod found at the most easterly northeast point of said remainder of a 339.31 acre tract bears N 48°45'33" E, 1697.93 feet;

**THENCE** S 48°45'19" W, with said common line a distance of 133.41 feet, to a point for this southeast easement corner;

**THENCE** N 88°48'46" W, departing said common, over and across said 339.31 acre tract, a distance of 3,487.64 feet, to a point for this southwest easement corner. From said point, a 2-inch metal fence post at the southwest corner of said 339.31 acre tract bears S 48°37'49" W, 1,379.53 feet;



THENCE N 48°37'49" E, with the common line of said 339.31 acre tract and said 49.82 acre tract a distance of 133.09 feet, to the **POINT OF BEGINNING** and containing 7.207 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

Neil Hines

Neil Hines  
Registered Professional Land Surveyor  
Texas Registration Number 5642

Date: 14 January 2020



## Parcel B060C



SAM, LLC  
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735  
Ofc: 512.447.0575 Fax 512.326.3029  
info@sam.biz www.sam.biz T8PLS# 10064300



### Legal Description 0.042 Acre (1,849 Square Foot) 90 Foot Wide Permanent Easement

BEING A 0.042 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NO. 21, CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 87.92 ACRE TRACT AS DESCRIBED IN DEED TO WALTON, TEXAS, LP, A TEXAS LIMITED PARTNERSHIP, AND RECORDED IN INSTRUMENT NO. 113576, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 0.042 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a Axe found for the east corner of Parcel B, a called 224.83 acre tract as described in a deed to Walton TX Austin Land Acquisition Limited Partnership, an Alberta Limited Partnership, and recorded in Instrument No. 2018-003486, Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.). same being an interior oil corner of Parcel 1, a called 91.99 acre tract as described in a deed to RUC Holdings ULC, and recorded in Instrument No. 2018-003681, O.P.R.C.C.T.;

**THENCE** S 48°27'12" W, a distance of 242.95 feet, to a 5/8-inch iron rod found on the common line of said Parcel B and said Parcel 1, for a southwest corner of said Parcel 1, same being the north corner of said 87.92 acre tract and the **POINT OF BEGINNING** and the north corner of this 90 foot wide permanent easement;

**THENCE** S 41°18'04" E, with the common line of said 87.92 acre tract and said Parcel 1, a distance of 58.22 feet, to a point for the east corner of this easement. From said point, a 1/2-inch iron rod found leaning at the south corner of said Parcel 1 bears S 41°24'06" E, a distance of 1,621.22 feet;

**THENCE** N 88°48'46" W, departing said common line, over and across said 87.92 acre tract, a distance of 86.12 feet, to a point on the common line of said 87.92 acre tract and said Parcel B, for the west corner of this easement;



THENCE N 48°39'03" E, with said common line, a distance of 63.51 feet, to the **POINT OF BEGINNING** and containing 0.042 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

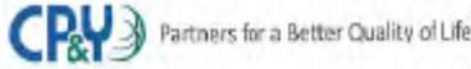


Neil Hines  
Registered Professional Land Surveyor  
Texas Registration Number 5642



Date: 4 February 2020

Parcel C008C



Legal Description  
1.343 Acre (59,501 Square Foot, more or less)  
60 Foot Wide Permanent Easement

BEING A 1.343 ACRE, 60 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE THOMAS MAXWELL SURVEY, ABSTRACT NO. 188, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 59.715 ACRE TRACT OF LAND DESCRIBED IN DEED TO WALTON TEXAS, LP, AS RECORDED IN CALDWELL COUNTY CLERKS FILE NUMBER 2012126555 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 1.343 ACRE, 60 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found being the northerly common corner of said 59.715 acre tract and that called 44.213 acre tract of land described in deed to Craig S. Archer, as recorded in Caldwell County Clerks File Number 2012121926 of said O.P.R.C.C.T., further partly described as the remainder of that called 49.448 acre tract of land as recorded in Volume 328, Page 888 of the Deed Records of Caldwell County, Texas (D.R.C.C.T.), also lying on the south line that called 14.050 acre tract of land described in deed to Richard L. Bailey Jr. and Lisa A. Bailey husband and wife, as recorded in Caldwell County Clerks File Number 2012121224 of said O.P.R.C.C.T.

THENCE S 41° 33' 10" E, along the common line of said 59.715 and 44.213 acre tracts, a distance of 256.56 feet, to a point lying on the east line of that called 20 foot wide Right of Way (ROW) agreement to the Lower Colorado River Authority, as recorded in Volume 514, Page 710 of said D.R.C.C.T., for the POINT OF BEGINNING and the north corner of the herein described tract;

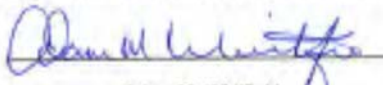
THENCE S 41° 33' 10" E, continuing along the common line of said 59.715 and 44.213 acre tracts, a distance of 160.39 feet, to a point for corner. From which a 5/8 inch capped iron rod found and stamped "RL Surveying" being the easterly common corner of said 59.715 and that called 49.448 acre tract of land described in deed to Carlton H. McEwen and Julia A. McEwen as recorded in Volume 293, Page 106 of said O.P.R.C.C.T. bears S 41° 33' 17" E, a distance of 1,148.56 feet;

THENCE S 19° 35' 04" E, leaving said common line, over and across said 59.716 acre tract, a distance of 908.77 feet, to a point for the east corner hereof lying in the common line of said 59.715 acre tract and the north ROW line of the Union Pacific Railroad (100 foot wide ROW), said point being the beginning of a non-tangent curve to the left having a central angle of 1° 10' 10", a radius of 2793.39 feet and a chord bearing S 05° 00' 40" W, a chord distance of 82.00 feet;

THENCE along the common line of said 59.715 acre tract and the Union Pacific Railroad ROW and said non-tangent curve to the left an arc distance of 82.00 feet, to a point for the south corner hereof lying on the east line of said 20 foot wide ROW;

THENCE N 19° 35' 04" W, leaving said common line, over and across said 59.715 acre tract and along said 20 foot wide ROW, a distance of 1,041.80 feet, to the POINT OF BEGINNING and containing 1.343 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

  
Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786

Date: 08-24-2020  
August 24, 2020



## Parcel D013C



**Legal Description**  
**10.639 Acre (463,436 Square Foot)**  
**90 Foot Wide Permanent Easement**

BEING A 10.639 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE HECTOR MCNEILL SURVEY, ABSTRACT NO. 199, AND THE STEPHEN B. MORRISON SURVEY ABSTRACT NO. 19, CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 681.293 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO WALTON TEXAS, LP, A TEXAS LIMITED PARTNERSHIP, AS RECORDED IN COUNTY CLERKS FILE NUMBER 2014-003849 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 10.639 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rod found lying on the northwesterly line of said 681.293 acre tract also being the southerly common corner of Lot 27 of the Final Plat of Westridge Estates, as recorded in Cabinet A, Slide 146 of the Plat Records of Caldwell County, Texas (P.R.C.C.T.) and County Road 106 (variable width Right of Way);

**THENCE** along the common line of said 681.293 acre tract and County Road 106 the following two (2) courses and distances:

- 1) N 49° 29' 13" E, a distance of 33.52 feet, to a point for corner;
- 2) N 24° 56' 05" W, a distance of 106.46 feet, to a point for corner being the southerly common corner of County Road 106 and that called 102.758 acre tract of land described in deed to Tammy Hill Wiley, as recorded in Volume 143, Page 688 of said O.P.R.C.C.T.;

**THENCE** N 48° 43' 05" E, along the common line of said 681.293 and 102.758 acre tracts a distance of 1,609.85 feet, to a point for the north corner hereof and lying in the west line of that called 20 foot wide pipeline easement to Lower Colorado River Authority, as recorded in Volume 514, Page 167 of the Deed Records of Caldwell County, Texas (D.R.C.C.T.) and amended in Volume 203, Page 882 of said O.P.R.C.C.T.;

**THENCE** departing said common line, over and across said 681.293 acre tract the following eleven (11) courses and distances:

- 1) S 18° 42' 27" E, along the west line of said 20 foot wide pipeline easement a distance of 97.47 feet, to a point for corner;
- 2) S 48° 43' 05" W, leaving said west line a distance of 1,505.04 feet, to a point for corner;
- 3) S 24° 56' 05" E, a distance of 107.40 feet, to a point for corner;
- 4) S 49° 29' 13" W, a distance of 101.48 feet, to a point for corner;
- 5) S 49° 00' 08" W, a distance of 603.21 feet, to a point for corner;
- 6) S 48° 46' 22" W, a distance of 285.26 feet, to a point for corner;
- 7) S 48° 44' 02" W, a distance of 874.21 feet, to a point for corner;
- 8) S 48° 16' 22" W, a distance of 39.09 feet, to a point for corner;
- 9) S 48° 54' 35" W, a distance of 1,486.18 feet, to a point for corner;
- 10) S 48° 34' 33" W, a distance of 117.91 feet, to a point for corner;

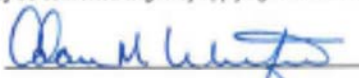
- 11) S 56° 06' 12" W, a distance of 11.30 feet, to a point for corner lying on the common line of said 681.293 acre tract and that called 100.497 acre tract of land described in deed as "Tract II" to Rio Bonito Properties, LLC, a Texas Limited Liability Company, as recorded in Volume 126, page 353 of said O.P.R.C.G.T.. From which a 1/2 inch iron rod found, being an angle point on the common line of said 681.293 and 100.497 acre tracts bears S 41° 06' 56" E (record call is S 41° 05' 57" E), a distance of 1,206.10 feet;

**THENCE** N 41° 06' 56" W, along the common line of said 681.293 and 100.497 acre tracts a distance of 90.72 feet, to a 1/2 inch iron rod found, being the westerly common corner of said 681.293 and 100.497 acre tracts and an angle point on the south line of Lot 35 of the aforesaid Final Plat of Westridge Estates;

**THENCE** along the common lines of said 681.293 acre tract and said Final Plat of Westridge Estates the following seven (7) courses and distances:

- 1) N 56° 06' 12" E, a distance of 16.78 feet, to a point for corner;
- 2) N 48° 34' 33" E, a distance of 112.25 feet, to a 1/2 inch iron rod found, being the southerly common corner of Lot 35 and Lot 34 of said Final Plat;
- 3) N 48° 54' 35" E, at 417.17 feet passing a 1/2 inch iron rod found, being the southerly common corner of Lot 33 and Lot 34 of said Final plat, at 721.83 passing a 1/2 inch iron rod found, being the southerly common corner of Lot 32 and Lot 33 of said Final Plat, in total a distance of 1,485.94 feet, to a point for corner being an angle point on the common line of said 681.293 acre tract and Lot 30 of said Final Plat;
- 4) N 48° 16' 22" E, a distance of 38.96 feet, to a 1/2 inch iron rod found, being the southerly common corner of Lot 30 and Lot 29 of said Final Plat;
- 5) N 45° 44' 02" E, a distance of 874.57 feet, to a 1/2 inch iron rod found, being the southerly common corner of Lot 27 and Lot 28 of said Final Plat;
- 6) N 48° 46' 21" E, a distance of 285.50 feet, to a 3/8 inch capped iron rod found stamped "Land Design", being an angle point in said common line for a corner hereof;
- 7) N 49° 00' 08" E, a distance of 603.77 feet, to the **POINT OF BEGINNING** and containing 10.639 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.



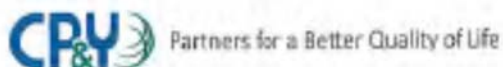
Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786

Date: 01-24-2020

January 24, 2020



## Parcel C014C



### Legal Description 1.772 Acre (77,188 Square Foot, more or less) 50 Foot Wide Permanent Easement

BEING # 1.772 ACRE, 50 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE THOMAS MAXWELL SURVEY, ABSTRACT NO. 188, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 55.669 ACRE TRACT OF LAND DESCRIBED IN DEED TO WALTON TEXAS, LP, AS RECORDED IN COUNTY CLERKS FILE NUMBER 2013131482 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 1.772 ACRE, 50 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2 inch iron rod found being the westerly common corner of said 55.669 acre tract and that called 28 acre tract of land described in deed to Richard L. Bailey Sr., as recorded in County Clerks File Number 2018001229 of said O.P.R.C.C.T.

**THENCE** N 48° 43' 35" E, along the common line of said 28 and 55.669 acre tracts, a distance of 1,312.27 feet, to a point for the south corner hereof, lying in the east line of that called 20 foot wide 0.979 acre Right of Way (ROW) Agreement to the Lower Colorado River Authority, according to Caldwell County Court Cause 2018 and the **POINT OF BEGINNING**;

**THENCE** N 08° 15' 51" W, leaving said common line, along the east line of said 20 foot wide ROW, over and across said 55.669 acre tract, a distance of 1,286.59 feet, to a point for the west corner hereof, lying in the common line of said 55.669 acre tract and that called 70.540 acre tract of land described in deed to Walton Texas LP, as recorded in County Clerks File Number 2013131483 of said O.P.R.C.C.T. From which a 1/2 inch iron rod found being the westerly common corner of said 55.669 and 70.540 acre tracts bears S 48° 43' 32" W, a distance of 2,011.06 feet

**THENCE** N 48° 43' 32" E, along the common line of said 55.669 and 70.540 acre tracts, a distance of 71.55 feet, to a point for the north corner hereof. From which a 5/8 inch capped iron rod found and stamped "RL Surveying" being the easterly common corner of said 55.669 and 70.540 acre tracts bears N 48° 43' 32" E, a distance of 405.60 feet;

**THENCE** S 08° 15' 51" E, leaving said common line, over and across said 55.669 acre tract, a distance of 1,280.59 feet, to a point for the east corner hereof, lying in the common line of said 55.669 and 28 acre tracts. From which a 1/2 inch iron rod found being the northerly common corner of said 28 acre tract and that called 4.00 acre tract of land described in deed to Thomas W. Bailey, as recorded in Volume 403, Page 688 of the Deed Records of Caldwell County, Texas bears N 48° 43' 35" E, a distance of 271.19 feet;

**THENCE** S 48° 43' 35" W, along the common line of said 55.669 and 28 acre tracts, a distance of 71.55 feet, to the **POINT OF BEGINNING** and containing 1.772 acres, more or less.

The bearings shown herein are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5788

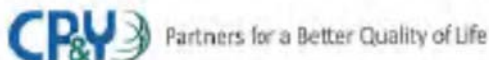
Date: 08-24-2020

August 24, 2020





## Parcel C015C



### Legal Description 1.031 Acre (44,910 Square Foot, more or less) 60 Foot Wide Permanent Easement

BEING A 1.031 ACRE, 60 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE THOMAS MAXWELL SURVEY, ABSTRACT NO. 188, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 70.540 ACRE TRACT OF LAND DESCRIBED IN DEED TO WALTON TEXAS, LP, AS RECORDED IN COUNTY CLERKS FILE NUMBER 2013131483 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 1.031 ACRE, 60 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 5/8 inch iron rod found being the easterly common corner of said 70.540 acre tract and that called 1.041 acre tract of land described in deed to Celso Cedeno Garcia and Naydery Moreno Cabrera, a married couple, as recorded in County Clerks File Number 2016033296 of said O.P.R.C.C.T., also lying in the southwest Right of Way (ROW) line of FM 1968 (variable width ROW);

**THENCE** S 41° 14' 23" E, along the common line of said 70.540 acre tract and FM 1968, a distance of 19.97 feet, to a point for the north corner hereof, lying in the east line of that called 20 foot wide 0.979 acre ROW agreement to the Lower Colorado River Authority described in Caldwell County Cause 291f, and the **POINT OF BEGINNING**;

**THENCE** S 41° 14' 23" E, continuing along the common line of said 70.540 acre tract and FM 1968, a distance of 84.75 feet, to a point for corner. From which a 5/8 inch capped iron rod found and stamped "RL Surveying" being the easterly common corner of said 70.540 acre tract and that called 55.000 acre tract of land as described in deed to Walton Texas, LP, as recorded in County Clerks File Number 2013131482 of said O.P.R.C.C.T., bears S 41° 14' 23" E, a distance of 557.88 feet;

**THENCE** leaving said common line, over and across said 70.540 acre tract, the following two (2) courses and distances:

1. S 03° 48' 44" W, a distance of 174.52 feet, to a point for corner;
2. S 03° 15' 51" E, a distance of 518.38 feet, to a point for the east corner hereof, lying in the common line of said 70.540 and 55.668 acre tracts. From which said 5/8 inch capped iron rod bears N 48° 43' 32" E, a distance of 406.69 feet;

**THENCE** S 48° 43' 32" W, along the common line of said 70.540 and 55.668 acre tracts, a distance of 31.56 feet, to a point for the south corner hereof, lying in the east line of said 20 foot wide ROW. From which a 1/2 inch iron rod found being the common westerly corner of said 70.540 and 55.000 acre tracts bears S 48° 43' 32" W, a distance of 2,011.06 feet;

**THENCE** leaving said common line, along the east line of said 20 foot wide ROW, over and across said 70.540 acre tract, the following two (2) courses and distances:

1. N 00° 12' 51" W, a distance of 593.71 feet, to a point for corner;
2. N 03° 49' 44" E, a distance of 240.73 feet, to the **POINT OF BEGINNING** and containing 1.031 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

Adam M. Whitfield  
Registered Professional Land Surveyor  
Texas Registration Number 5786

Date: 08-24-2020  
August 24, 2020



**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**  
Wednesday, December 16, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 536 335 684#

**K. ADJOURNMENT**

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