

**NOTICE OF REGULAR BOARD MEETING
CANYON REGIONAL WATER AUTHORITY**

**Monday, March 10, 2025, at 6:00 PM
850 Lakeside Pass, New Braunfels, TX 78130**

**This meeting is to be conducted at the Canyon Regional Offices located at
850 Lakeside Pass, New Braunfels, Texas**

This Notice is posted pursuant to the Texas Open Meeting Act (Chapter 551, Texas Government Code). The Board of Trustees of Canyon Regional Water Authority (CRWA) will hold a meeting in person at 6:00 P.M., Monday, March 10, 2025, in the Board Room. The public may observe this meeting in person. As authorized by Texas Gov. Code sections 551.127 and 551.131(e) and Section 3.04(b) of the CRWA Bylaws, Members of the Board of Trustees may attend the meeting remotely via video conference. Additional information can be obtained by calling: (830) 609-0543. The CRWA Board of Trustees may consider, discuss, and act on any of the matters identified below.

- Item 1 CALL TO ORDER**
- Item 2 BOARD ROLL CALL**
- Item 3 INVOCATION AND PLEDGE OF ALLEGIANCE**
- Item 4 OATH AND STATEMENT OF OFFICE OF NEW TRUSTEES**
- Item 5 ELECTION OF AN ACTING PRESIDING OFFICER AND ACTING SECRETARY PRO TEM, IF NECESSARY**
- Item 6 ANNOUNCEMENTS**

A. The Board of Trustees of the Canyon Regional Water Authority may, during the meeting, close the meeting and hold an executive session pursuant to and in accordance with Chapter 551 of the Texas Government Code (i.e., "Texas Open Meetings Act"). The Board of Trustees may, at any time during the meeting, close the meeting and hold an executive session for consultation with its attorney(s) concerning any of the matters to be considered during the meeting pursuant to Chapter 551 of the Texas Government Code.

- Appointments to the Board of Trustees due May 1, 2025

Item 7 PUBLIC COMMENTS

- A. Comments on non-agenda items - no discussion from the Board, 3-minute time limit.
- B. Comments on specific items on this agenda – discussion from/with the Board may be allowed; 3-minute time limit per citizen. Time may not be "shared or ceded" to another citizen.

Members of the public wishing to make a public comment during the meeting must register (a) on the sign-in sheet at the meeting site prior to the meeting; and/or (b) by emailing hdiaz@crwa.com prior to the meeting. Written comments may also be submitted. If you wish to speak, please state your name.

Item 8 CONSENT ITEMS

All items listed below are considered to be routine and non-controversial by the Board and will be considered by one motion. There will be no separate discussion of these items unless a Board member requests, in which case the item will be removed from the consent agenda and will be considered as part of the order of business.

- A. CRWA 25-03-001 Concerning Approval of Minutes (CRWA Staff)
Adopt Resolution 25-03-001 approval of minutes for February 10, 2025, Board of Trustees meeting.
- B. CRWA 25-03-002 Concerning Approval of Financial and Check Registers Reports (CRWA Staff)
Adopt Resolution 25-03-002 approval of January 2025 Financial Report and Check Register Report until audited.

Item 9 REPORTS

(Updates from written reports by staff, legal counsel, and others)

- A. Drought Report ~ Staff
- B. Wholesale Supply of Water, Allotments, and/or Curtailments ~ Staff
- C. Water Treatment, Storage, and Transmission Operations ~ Staff
 - Lake Dunlap WTP:
 - Production
 - Status of facility upgrades

- Hays Caldwell WTP:
 - Production
 - Pilot Study RFQ
 - Phase 1 Improvements
 - Phase 2 Improvements
 - Hays Caldwell Phase 1 Pipeline
 - Easement Acquisition Status
- Wells Ranch WTP:
 - Production
- D. Wells Ranch Expansion ~ *Staff*
- E. Proposed Guadalupe Wilcox Project ~ *Staff*
- F. Guadalupe Blanco River Authority ~ *Staff*
- G. Alliance Regional Water Authority ~ *Staff*
- H. South Texas Regional Water Planning Group – Region L ~ *Staff*
- I. Groundwater Management Area (GMA) 13 ~ *Staff*
- J. Groundwater Districts of Guadalupe and Gonzales Counties ~ *Staff*
- K. Personnel Matters ~ *Staff*
- L. Legal matters ~ *Legal Counsel and Staff*
- M. Legislative matters ~ *Legal Counsel and Staff*

Item 10 CRWA COMMITTEE AND BOARD OF MANAGERS REPORTS

- A. Budget Committee: ~ *Committee Chairperson*
- B. Construction Committee: ~ *Committee Chairperson*
- C. Board of Managers ~ *Chairperson*

Item 11 GENERAL BUSINESS

- A. Discuss, consider, and take possible action on Resolution 25-03-003 accepting nominations for a CRWA Representative to be appointed to the Alliance Regional Water Authority Board of Directors, and appointing a Representative selected by vote of the Board of Trustees.
- B. Discuss, consider, and take possible action on Resolution 25-03-004 declaring Keeley Construction as the Successful Bidder for the Lake Dunlap Water Treatment Plant Strainer Improvements Project and authorizing the General Manager to issue a Notice of Award and execute an agreement for such work at a Not to Exceed price of \$2,915,000.
- C. Discuss, consider, and take possible action on Resolution 25-03-005 declaring Keeley Construction as the Successful Bidder for the Hays Caldwell Water Treatment Phase 2 Improvements Project and authorizing the General Manager to issue a Notice of Award and execute an agreement for such work at a Not to Exceed price of \$9,630,875.
- D. Discuss, consider and take possible action on Resolution 25-03-006 approving a proposed ADDENDUM TO CONTRACT FOR SALE OF PART OF CRWA'S OWNERSHIP IN THE HCPUA CONTRACT AS AMENDED with Green Valley SUD providing for a schedule of reimbursement of sums advanced by CRWA in connection with the HCPUA/ARWA Project.
- E. Discuss, consider and take possible action on Resolution 25-03-007 approving a proposed ADDENDUM TO CONTRACT FOR SALE OF PART OF CRWA'S OWNERSHIP IN THE HCPUA CONTRACT AS AMENDED with Crystal Clear SUD providing for a schedule of reimbursement of sums advanced by CRWA in connection with the HCPUA/ARWA Project.
- F. Discuss, consider and take possible action regarding CRWA's share of costs to be paid to ARWA associated with interim infrastructure required to supplement the production capacity of the ARWA WTP.
- G. Discuss, consider and take possible action regarding a revised proposed amendment to the Regional Hays Caldwell Water Supply and Treatment Project.
- H. Discuss, consider and take possible action regarding CRWA's participation in the costs associated with the GBRA Regional Raw Water Delivery System Upgrades.
- I. Discuss and consider possible action concerning CRWA's existing agreement for a legislative affairs consultant contract.
- J. Discuss, consider and may take action to authorize and direct legal counsel to commence litigation against Windsor Chase, LLC and Ray Michael Brite and wife Scharley Jean Brite for purposes of interpleading royalty payments due from CRWA under that certain Water Rights Agreement dated

- June 4, 2010, and for which rival claims have been made or are reasonably anticipated
- K. Discuss, consider and may take action to authorize and direct legal counsel to commence litigation against Windsor Chase, LLC and Ray Michael Brite and wife Scharley Jean Brite to prevent drilling and operation of wells drilled, or anticipated to be drilled, on a 198.854 +/- acre tract in Guadalupe County, Texas in violation of the exclusive grant to CRWA of all rights in groundwater to the said tract under that certain Water Rights Agreement dated June 4, 2010.
 - L. Discuss, consider and take possible action on Resolution 25-03-008

(1) declaring that CRWA's Water Supply Pipeline Project which involves additionally planning, locating, siting, designing, installing, constructing, reconstructing, operating and maintaining a water supply pipeline, related improvements and/or appurtenances thereto from CRWA's Hays/Caldwell Water Treatment Plant to serve CRWA's Member Entities, their retail customers and other future water utility customers is for a public purpose and use;

(2) declaring that a public necessity exists to acquire eight (8) Permanent and Exclusive Water Pipeline Easements (hereafter referred to as "Permanent Water Pipeline Easements" and described below) and eight (8) Temporary Construction Easements (described below) on eight (8) privately-owned tracts of land from the current property owners or such other subsequent property owners for the Water Supply Pipeline Project;

(3) declaring that the Permanent Water Pipeline Easements shall be for the public purpose and use of access, ingress, egress, regress, planning, locating, siting, designing, installing, constructing, reconstructing, realigning, inspecting, operating, maintaining, patrolling, repairing, replacing, adding, upgrading, improving, relocating and/or removing a water supply pipeline, related improvements and/or appurtenances thereto by CRWA and its employees, agents, consultants, contractors and subcontractors for the Water Supply Pipeline Project in, on, upon, over, under, across and through the Permanent Water Pipeline Easements;

(4) declaring that the Temporary Construction Easements shall be for the public purpose and use of providing only CRWA and its employees, agents, consultants, contractors and subcontractors access, ingress, egress, regress, and additional work area including area for the storage of materials and equipment in, on, upon, over, under, across and through the Temporary Construction Easements in which to do what is necessary to install, construct, reconstruct, operate and maintain a water supply pipeline, related improvements and/or appurtenances thereto by CRWA and its employees, agents, consultants, contractors and subcontractors for the Water Supply Pipeline Project and during the time period of the project work in, on, upon, over, under, across and through the Permanent Water Pipeline Easements;

(5) declaring that the Temporary Construction Easements shall revert back to the property owners upon completion of the installation, construction and/or reconstruction of the water supply pipeline, related improvements and/or appurtenances thereto by CRWA and its employees, agents, consultants, contractors and subcontractors in, on, upon, over, under, across and through the Permanent Water Pipeline Easements, as evidenced by CRWA's certificate of completion;

(6) declaring that CRWA's Water Supply Pipeline Project will extend approximately 5,300 linear feet along Farm to Market Road 1984, starting at Aspen Road, traveling northeast, and ending at William Pettus Road, and further declare that all such Permanent Water Pipeline

Easements and Temporary Construction Easements are located along and adjacent to Farm to Market Road 1984 from Aspen Road to William Pettus Road; and

- (7) (a) authorizing and directing that CRWA acquire and pay for the Permanent Water Pipeline Easements and the Temporary Construction Easements; and
- (b) authorizing and directing CRWA's general manager to execute all documents, and initiate and take all actions necessary to acquire the Permanent Water Pipeline Easements and the Temporary Construction Easements, and to pay the costs of the acquisition of the Permanent Water Pipeline Easements and the Temporary Construction Easements and the grants of awards resulting therefrom; and
- (c) authorizing and directing CRWA's attorneys to assist in the negotiation of and/or institute and prosecute the acquisition of the Permanent Water Pipeline Easements and the Temporary Construction Easements; and
- (d) authorizing the expenditure of CRWA funds to pay for the costs to acquire the Permanent Water Pipeline Easements and the Temporary Construction Easements for the public project, purposes and uses outlined herein through negotiation and/or the use of the power of eminent domain through mediation, settlement or final judgment.

The Permanent Water Pipeline Easements referred to in the Resolution 25-03-008 are more specifically described as follows:

(A) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.081 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 31, 32 AND 33, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS ("PERMANENT WATER PIPELINE EASEMENT NO. 1");

(B) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.058 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 29 AND 30, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS ("PERMANENT WATER PIPELINE EASEMENTS NOS. 2 & 3");

(C) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.056 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 27 AND 28, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS ("PERMANENT WATER PIPELINE EASEMENT NO. 4");

(D) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.273 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS

252.85 ACRES IN A DEED FROM VC .LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 5.1”); AND A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 1.200 ACRES, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 5.2”);

(E) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.228 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 40.00 ACRES IN A DEED FROM VCD CENTURION GATHERING PARTNERSHIP LTD. TO CLAUDIA SERNA, DATED JUNE 15, 2022 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2022-004745 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 6”);

(F) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.1.83 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.046 ACRES IN A DEED FROM JW STONE FARM AND RANCH, LLC TO VCD CENTURION GATHERING PARTNERSHIP, LTD. (VCD) DATED MAY 24, 2021 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2021-003818 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 7”); AND

(G) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.246 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE THOMAS MAXWELL SURVEY, ABSTRACT NUMBER 188, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 69.19 ACRES IN A DEED FROM DIANE WEBB SCHREINER TO WALTON TEXAS LP, DATED MAY 30, 2013 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 132453 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 8”)

The Permanent and Exclusive Water Pipeline Easements individually referred to as Permanent Water Pipeline Easements Nos. 1-8 shall be 20-foot wide easements and are cumulatively referred to as “Permanent Water Pipeline Easements.”

The Temporary Construction Easements referred to in the Resolution 25-03-008 are more specifically described as follows:

(A) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.018 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 31, 32 AND 33, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 1.1”); A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.079 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 31, 32 AND 33, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 1.2”);

(B) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.070 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 29 AND 30, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“TEMPORARY CONSTRUCTION EASEMENTS NOS. 2 & 3”);

(C) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.068 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 27 AND 28, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 4”);

(D) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.341 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 5.1”); AND A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 1.517 ACRES, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 5.2”);

(E) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.287 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 40.00 ACRES IN A DEED FROM VCD CENTURION GATHERING PARTNERSHIP LTD. TO CLAUDIA SERNA, DATED JUNE 15, 2022 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2022-004745 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 6”);

(F) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.215 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.046 ACRES IN A DEED FROM JW STONE FARM AND RANCH, LLC TO VCD CENTURION GATHERING PARTNERSHIP, LTD. (VCD) DATED MAY 24, 2021 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2021-003818 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 7”); AND

(G) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.341 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE THOMAS MAXWELL SURVEY, ABSTRACT NUMBER 188, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 69.19 ACRES IN A DEED FROM DIANE WEBB SCHREINER TO WALTON TEXAS LP, DATED MAY 30, 2013 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 132453 OF THE CALDWELL COUNTY OFFICIAL RECORDS, (“TEMPORARY CONSTRUCTION EASEMENT NO. 8”)

The Temporary Construction Easements individually referred to as Temporary Construction Easements Nos. 1-8 shall be 25-foot-wide easements and are cumulatively referred to as “Temporary Construction Easements.”

Item 12 EXECUTIVE SESSION

The Board of Trustees may meet in an executive session to discuss the following items, if any, pursuant to Chapter 551 of the Texas Government Code, including, where appropriate, Sections 551.071, 551.072, 551.074, 551.076, 551.086, 551.089, and 418.183(f) of the Texas Government Code. All formal action will occur in open session.

- A. Presentation of the 5-year update to CRWA’s Risk and Resilience Assessment and Emergency Response Plan in compliance with the America Water Infrastructure Act (AWIA) of 2018.
- B. Discuss and consider possible action concerning non-payment by the City of San Marcos of costs due to CRWA and invoiced in accordance with the Regional Hays Caldwell Water Supply and Treatment Contract.
- C. Discuss and consider possible action concerning non-payment by County Line SUD of budgeted costs for acquired water leases necessary for the Wells Ranch III Project.

Item 13 RETURN TO OPEN MEETING

The Board of Trustees may consider, deliberate, and act on the items discussed in Executive Session, if any.

Item 14 FUTURE BOARD MEMBER AGENDA ITEMS

- A. The next Board of Trustees meeting will be held on Monday, April 14, 2025.

Item 15 Adjourn the meeting

RESOLUTION No. 2025-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARION, TEXAS, APPOINTING TO CANYON REGIONAL WATER AUTHORITY ONE MEMBER TO THE BOARD OF TRUSTEES FOR A TERM ENDING APRIL 30, 2026.

RESOLVED, that the City Council of the City of Marion has appointed Jeremiah Burns, to serve on the Board of Trustees of the Canyon Regional Water Authority with a term expiring April 30, 2026.

RESOLVED, FURTHER, that the above-mentioned representative is authorized to represent, and act on behalf of, in the best interest of above said entity in the process of maintaining and conducting the business of the Canyon Regional Water Authority, and to cast its vote on all issues related to the Canyon Regional Water Authority.

DULY PASSED AND APPROVED by the City Council of the City of Marion, Texas the 3rd day of February 2025.

CITY OF MARION, TEXAS



Daniel Loyola, Mayor

ATTEST:



Patrick Aten, City Secretary

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
03/10/2025	CONSENT AGENDA ITEM BOARD OF TRUSTEES MEETING MINUTES OF FEBRUARY 10, 2025	CRWA 25-03-001

INITIATED BY KERRY AVERYT / HANNA DIAZ

STAFF RECOMMENDATION

Approve the Minutes of the Regular Board Meeting of the Board of Trustees held on February 10, 2025, as amended, or not amended.

BACKGROUND INFORMATION

The minutes of the meeting are attached.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 25-03-001

BE IT RESOLVED that the Minutes of the Regular Meeting of the Board of Trustees held on February 10, 2025, as amended, or not amended, are approved.

Adopted this 10th day of March 2025

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____

Certified and attested by: _____

**MINUTES
REGULAR BOARD MEETING
CANYON REGIONAL WATER AUTHORITY
BOARD OF TRUSTEES**

Regular meeting:

The Canyon Regional Water Authority (CRWA) Board of Trustees met for a regular meeting in person on Monday, February 10, 2025, at 6:00 p.m.

The following individuals attended the meeting:

Board of Trustees:		CRWA Staff:		Board of Managers and Others:	
Timothy Fousse	Nicholas Sherman	David McMullen	Adam Telfer	Trey Wilson	Brud Brown
Ted Gibbs	Shari McDaniel	Fran Powers	Joan Wilkinson	Ruben Barrera	Phil Gage
Martin Poore	Doris Steubing	Kerry Averyt	Chelsea Hawkins	Mike Saldana	Daniel Smith
Gary Gilbert (online)	Mabel Vaughn		Bobby Rodriguez	Graham Moore	Jesse Pena
Robert Snipes	Tracy Scheel			Austin Shirk	David Kneuper
Regina Franke	Brandon Rohan				
Humberto Ramos	Keith Steffen				
Randy Schwenn					

Item 1 CALL TO ORDER

» President Fousse opened the meeting at approximately 6:02 p.m.

Item 2 BOARD ROLL CALL

» There were 15 board members present at the time of roll call. Gary Gilbert joined online during the presentation at approximately 6:15 pm.

Item 3 INVOCATION AND PLEDGE OF ALLEGIANCE

Item 4 OATH AND STATEMENT OF OFFICE OF NEW TRUSTEE

Item 5 ANNOUNCEMENTS

The Board of Trustees of the Canyon Regional Water Authority may, during the meeting, close the meeting and hold an executive session pursuant to and in accordance with Chapter 551 of the Texas Government Code (i.e., "Texas Open Meetings Act"). The Board of Trustees may, at any time during the meeting, close the meeting and hold an executive session for consultation with its attorney(s) concerning any of the matters to be considered during the meeting pursuant to Chapter 551 of the Texas Government Code.

Item 6 PUBLIC COMMENTS

- A. Comments on non-agenda items - no discussion from the Board, 3-minute time limit.
- B. Comments on specific items on this agenda – discussion from/with the Board may be allowed; 3-minute time limit per citizen. Time may not be "shared or ceded" to another citizen.

Members of the public wishing to make public comment during the meeting must register by emailing hdiaz@crwa.com prior to the meeting. Written comments may also be submitted. If you wish to speak, please state your name.

Item 7 CONSENT ITEMS

All items listed below are considered to be routine and non-controversial by the Board and will be considered by one motion. There will be no separate discussion of these items unless a Board member requests, in which case the item will be removed from the consent agenda and will be considered as part of the order of business.

- A. CRWA 25-02-001
Adopt Resolution 25-02-001 approval of Board of Trustees meeting minutes of January 13, 2025.
 - B. CRWA 25-02-002
Adopt Resolution 25-02-002 approval of December 2024 Financial Report and Check Register Report until audited.
- » Tracy Scheel made a motion to approve Item 7A and 7B. Vice President Brandon Rohan seconded the motion. President Fousse called for a vote. The motion passed with 15 ayes.

Item 8 REPORTS

- A. Drought Report ~ *Staff*
- B. Wholesale Supply of Water, Allotments, and/or Curtailments ~ *Staff*
- C. Water Treatment, Storage, and Transmission Operations ~ *Staff*
 - o Lake Dunlap WTP:
 - Production
 - Status of facility upgrades
 - Status of ARWA Interconnect
 - o Hays Caldwell WTP:
 - Production
 - Pilot Study RFQ
 - Phase 1 Improvements
 - Phase 2 Improvements
 - Hays Caldwell Phase 1 Pipeline
 - o Wells Ranch WTP:
 - Production
- D. Wells Ranch III Project ~ *Staff*
- E. South Texas Regional Water Planning Group – Region L ~ *Staff*
- F. GMA 13 ~ *Staff*
- G. Groundwater Districts of Guadalupe and Gonzales Counties ~ *Staff*
- H. Personnel Matters ~ *Staff*
- I. Legal and legislative matters ~ *Legal Counsel and Staff*
 - » **Drought Reports:** Adam Telfer gave the drought report update. The Upper Guadalupe and San Antonio Basins are still in extreme drought.
 - » **Wholesale Supply of Water, Allotments, and/or Curtailments:** Mr. Telfer gave an update regarding the curtailment plan for the Stage 4 drought restrictions that were implemented by GBRA. If this year is like last year, then Lake Dunlap WTP will meet the 15% curtailment. Wells Ranch WTP will be able to be utilized more this year. CRWA is looking at ways to build the water profile to be able to deal with the impact of the 15% curtailment. Hays Caldwell WTP is looking for water rights to see if there are any available. There has been internal discussion at CRWA to spread it as a pro rata share across the board. There are more sources than just GBRA water at Lake Dunlap WTP. If Lake Dunlap WTP and Wells Ranch WTP water are combined, then the portfolio is built out to where the 15% cut of the GBRA water over all the sources ends up being a 6% cut for Lake Dunlap/Wells Ranch Groups. On the Hays Caldwell side, there are not as many diverse sources of water as on the Lake Dunlap side, but if its spread in pro rata shares then it ends up being an 11% reduction.
 - » **Lake Dunlap WTP:** In January, Lake Dunlap WTP produced 205.46 MG. 5% of the GBRA raw water was used, this trended below the use for January 2024. There were three bids received for the Strainer Improvements project. The lowest bidder is approximately \$2.8 million. Only \$920,000 was budgeted for this project based off an internal estimate. The design consultant estimated \$1.3 million for the project. Garver is tasked with examining the bids to find where the discrepancy is. The highest bid was approximately \$3.8 million. The scope of work is being finalized for membrane improvements. There is no update on the tank rehabilitation. There is no update since last month on the ARWA Interconnect, it is following on the same timeline.
 - » **Hays Caldwell WTP:** In January, Hays Caldwell WTP produced 57.70 MG. 6% of the GBRA raw water was used, this trended below the use for January 2024. There is no update on the Pilot Study RFQ, CRWA is still working to coordinate this to get started in April. On the Phase 1 Improvements, the work to divert the water away from the structure will be done in house. There is no updated OPCC for the Phase 2 Improvements, so Mr. Averyt has tasked Ardurra with developing a cost estimate. There were two bids submitted for the Phase 2 Improvements. The bids need to be validated, and if so it will be brought back to the Board for discussion/approval. For the Pipeline, CRWA has begun reaching out to landowners regarding easements. There is one parcel that is owned by a developer that has stated that they will make it difficult for CRWA. There is further discussion on acquiring the easements. Mr. Averyt stated he has no updates or progress on contract amendments. Mr. Averyt has spoken with the City of San Marcos. City of San Marcos has been withholding payments to CRWA. The city feels like they are not responsible for some of the costs. Mr. Averyt has provided a letter recognizing the language of the contract that CRWA is going by, and the City disagrees with it. The City of San Marcos will not proceed, unless a contract amendment can be executed. If an amendment is not reached soon, then the City of San Marcos will begin looking at an exit strategy with reimbursement compensation. There is further discussion related to the contract.
 - » **Wells Ranch WTP:** In January, Wells Ranch WTP produced 272.12 MG. 6% of the GBRA raw water was used, this trended below the use for January 2024. The bid opening for the Generator Project is February 28th. CRWA will continue to work to speed up this project. In the meeting with the Wells Ranch participants, it came to a consensus that it did not make sense to issue debt for this project, the goal is to put it into the budget for FY

2026. It was also discussed how to instill 100% redundancy. It was considered that it would potentially put money in for the next 5 years to add generators overtime until there was 100% redundancy at Wells Ranch WTP, CRWA will develop a plan for this to be presented to the Board of Trustees.

- » **Wells Ranch III Project:** CRWA has had meetings with STV, and the preliminary engineering report should be submitted this month and would include a preliminary budget. It was discussed in last week's meeting with STV to pursue the Bloomberg tract as a separate project. Initially, it was part of Wells Ranch III, however, CRWA and STV feel it is better to pursue these at 2 separate projects especially given the potential setback for permitting in Gonzales County. This will be run concurrently with the Wells Ranch III project. STV is still going through the submittals for the Well Upgrade project. A draft agreement and exhibits were sent to the participating members of the 920 AF. The cost for Well Upgrades for Well No.2 and 14 is approximately \$357,000 per well. There is a request for a Wells Ranch III Participation Agreement currently.
- » **Region L:** There was a meeting on January 23rd. Mr. Timothy Fousse gave a presentation at the Region L meeting about Water Reserve Requirements. Region L will be submitting an updated water plan that will indicate if there are some unmet needs. Mr. Humberto Ramos provided more information on this.
- » **GMA 13:** There is no update. The next meeting is March 7, 2025.
- » **Groundwater Districts of Guadalupe and Gonzales Counties:** Mr. Averyt attended a rules workshop on the rule changes for Gonzales County. There was a presentation from the Hydrogeologist. The next Gonzales meeting is on February 11, Mr. Averyt and Chelsea Hawkins will be attending. Mr. Averyt met with the General Manager of Guadalupe County to discuss the permitting for Well #10. The Guadalupe County meeting will be on Thursday.
- » **Personnel Matters:** Mr. Averyt recognized members of CRWA Staff for their years of service. Clarissa Sims is a lab technician that has been with CRWA for 5 years. Austin Shirk is the Wells Ranch WTP Plant Manager, and he has been with CRWA for 10 years. Chelsea Hawkins is the new Water Resources Manager. Bobby Rodriguez is the new Project Manager.
- » **Legal and Legislative Matters:** CRWA did post an RFQ for a Legislative Affairs Consultant. The submittals were due today, and zero were received. Chelsea Hawkins presented a list of proposed legislative bills. CRWA Staff will continue to provide updates on the legislative bills. Trey Wilson stated the Trihydro court date has been postponed to January 19, 2026. There is a mediation deadline of November of 2025.

Item 9 CRWA COMMITTEE REPORTS

Budget Committee: ~ *Committee Chairwoman*

Construction Committee: ~ *Committee Chairman*

Board of Managers: ~ *Chairman*

- » **Budget Committee:** CRWA Staff will be meeting with a couple entity members to go over some procedures of the budget, and there will be a follow-up meeting with the budget committee.
- » **Construction Committee:** The pipeline projects are still delayed. The Zuehl Rd portion of the IH-10 project is waiting to be completed. The FM 1518 project is waiting for vegetation to be completed. These projects are behind schedule. The reimbursement applications have been made. Utility Engineering Group is still working through the estimate of cost for the supplemental TXDOT agreement for the Channel D project. This project is reimbursable and has been budgeted for.
- » **Board of Managers:** There were a lot of discussions like the Construction Committee meeting.

Item 10 GENERAL BUSINESS

- A. Discuss, consider and take possible action to adopt Resolution 25-02-003 supporting the Nueces River Authority's Harbor Island Desalination Project in the 89th Legislative Session.
 - » There is a handout provided for this topic. The Nueces River Authority is planning a project to build an ocean water desalination plant in Corpus Christi, TX. There will be a pipeline along I-37 to offload water along the way to those who want to participate. This resolution is to show that CRWA is in support of the project.
 - » Nick Sherman made a motion to approve Resolution 25-02-003. Ted Gibbs seconded the motion.
 - » President Fousse called for a vote. The motion passed with 15 ayes and 1 nay.
- B. Discussion concerning action by County Line SUD and Martindale WSC related to the Interlocal Agreement for Pass Through of Water Wheeling Costs.
 - » Trey Wilson gave a report following the last meeting where the proposed changes to the Interlocal Agreement were discussed. County Line SUD has passed the Interlocal Agreement as approved by the Canyon Regional Water Authority. The next step to move this forward is for Martindale WSC to approve the agreement at their next monthly Board meeting.
- C. Discuss, consider and take possible action in Resolution 25-02-004 to ratify action of the General Manager in executing a contract amendment providing for a two (2) year extension of the term of the February 2023 Equipment Rental Agreement with Pall Corporation for one (1) *Aria FAST T96 Micro Filtration Trailer/Mobile membrane filtration unit* at a cost of \$966,918.00

- » CRWA had a meeting with the Hays Caldwell member entities to discuss this item in august of last year, and the decision was made to proceed with the extension of the rental. Mr. Averyt signed that extension, and he brings this forth for ratification.
 - » Martin Poore made a motion to approve Resolution 25-02-004. Nick Sherman seconded the motion.
 - » President Fousse called for a vote. The motion passed with 16 ayes.
- D. Discuss a proposed ADDENDUM TO CONTRACT FOR SALE OF PART OF CRWA'S OWNERSHIP IN THE HCPUA CONTRACT AS AMENDED with Green Valley SUD, Crystal Clear SUD, and Martindale WSC providing for a schedule of reimbursement of sums advanced by CRWA in connection with the HCPUA/ARWA Project.
- » Mr. Wilson provided background information on this topic. In 2014, CRWA assigned its ownership interest in the then, HCPUA, now, ARWA, project to the four member entities: Green Valley SUD, Crystal Clear SUD, Martindale WSC, and County Line SUD. There was an agreement for the amount to which the entities would pay Canyon Regional Water Authority for this project. That agreement was never reduced to writing. There are 3 entities that have a balance, and the three entities have agreed to start making payments. The proposed agreement is in the packet. There is no action requested tonight. Mr. Wilson is seeking feedback and comments.
 - » There are further comments/discussions from the Board.
- E. Discuss, consider and take action in Resolution 25-02-005 to approve a Change Order to the Standard Utility Agreement between TxDOT and CRWA related to the relocation of the pipeline crossing IH-10 at Zuehl Road.
- » Martin Poore made a motion to approve Resolution 25-02-005. Tracy Scheel seconded the motion.
 - » President Fousse called for a vote. The motion passed with 16 ayes.

Item 11 EXECUTIVE SESSION

The Board of Trustees will meet in a closed session to discuss the following items pursuant to Chapter 551 of the Texas Government Code, including, where appropriate, Sections 551.071, 551.072, 551.074, 551.076, 551.086, 551.089, and 418.183(f) of the Texas Government Code.

Item 12 RETURN TO OPEN MEETING

The Board may consider, deliberate, and take action on any item discussed in the Executive Session.

Item 13 FUTURE BOARD MEMBER AGENDA ITEMS

Item 14 Adjourn the meeting

- » Ted Gibbs made a motion to adjourn the meeting. Shari McDaniel seconded the motion.
- » President Fousse adjourned the meeting at approximately 8:39 PM.

Respectfully submitted

Ted Gibbs, Secretary

NOTICE: The Board of Trustees may meet in a closed session to discuss any item listed above pursuant to Chapter 551 of the Texas Government Code, including, where appropriate, sections 551.071, 551.072, 551.074, 551.076, 551.086, 551.089, and 418.183(f) of the Texas Government Code. All deliberations and formal action will occur in open session.

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
03/10/2025	FINANCIAL REPORT AND CHECK REGISTER REPORT	CRWA 25-03-002

INITIATED BY JOAN WILKINSON

STAFF RECOMMENDATION

Approve the January 2025 Financial Report and Check Register Report until audited.

BACKGROUND INFORMATION

The January 2025 Financial Report and Check Register Report are attached.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 25-03-002

BE IT RESOLVED that the January 2025 Financial Report and Check Register Report of Canyon Regional Water Authority are approved until audited.

Adopted this 10th day of March 2025

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____

Certified and attested by: _____

CANYON REGIONAL WATER AUTHORITY

Balance Sheet

As of January 31, 2025

Jan 31, 25

ASSETS

Current Assets

Checking/Savings

1001 · First United Bank	
1006 · First United Checking #5207	4,568,247.68
1010 · First United Special #7162	2,193.63
1015 · Money Market #2160	1,604,381.43
1017 · HC SM Capacity Buy-In #6744	645,815.12

Total 1001 · First United Bank 6,820,637.86

1100 · First United Bank (Res)

1105 · LD/MC Series 2016, #3017	2,699,545.32
1111 · HC Series 2017 #6074	147,936.87
1109 · HC Series 2021 #6663	392,104.55
1113 · HC Counties 2021 Ref #0636	100,199.70
1132 · Wells Ranch Series 2015, #6031	2,197,262.40
1133 · Wells Ranch Series 2016, #3009	1,871,974.15
1134 · Wells Ranch Series 2021 #0911	675,964.17
1140 · L/D Membrane Fund #5701	1,258,433.89
1142 · H/C Membrane Fund #5693	562,246.65
1145 · Repair & Replacement Fund	6,344,219.26

Total 1100 · First United Bank (Res) 16,249,886.96

1120 · Logic

1121 · Logic, General Funds	1,287,851.08
1127 · Wells Ranch, Construction #027	833.49
1158 · HC Construction	17,234,197.81

Total 1120 · Logic 18,522,882.38

1160 · BOKF, NA, Austin,WR Series 2015 133,229.05

1161 · BOKF, NA,Austin, HC Series 2017 4,409,316.70

Total Checking/Savings 46,135,952.95

Accounts Receivable

1200 · Accounts Receivable	4,159,945.79
1205 · A/R, Alliance Water	
1205-01 · A/R, Alliance,Crystal Clear SUD	1,821,238.07
1205-02 · A/R, Alliance, Martindale WSC	17,338.05
1205-03 · A/R, Alliance, Green Valley SUD	1,134,207.53

Total 1205 · A/R, Alliance Water 2,972,783.65

Total Accounts Receivable 7,132,729.44

Total Current Assets 53,268,682.39

Fixed Assets

1491 · Right of Use Asset 153,038.40

1400 · Capital Assets

1404 · Administration Building	586,288.00
1406 · Capitalized Construction Intere	11,273,728.00
1410 · Equipment & Vehicles	562,713.75
1411 · Nanostone - Lake Dunlap	1,131,411.20
1416 · Hays Caldwell	6,437,579.37
1420 · Lake Dunlap Phase I	4,764,833.00
1422 · Mid-Cities Phase I	8,475,370.50
1424 · Office Equipment	82,004.66
1434 · Property Improvements	60,021.00
1436 · River Crossing	577,934.36
1441 · LD Ozone Project	3,677,549.16
1442 · Dunlap Water Treatment Plant	5,155,886.29
1443 · Dunlap Chemical Tanks	30,326.57
1444 · Hays Caldwell Phase 2	2,053,300.19
1445 · HC Chemical Tanks	5,293.13
1446 · Mid-Cities Phase 2	32,322,395.02

CANYON REGIONAL WATER AUTHORITY

Balance Sheet

As of January 31, 2025

	Jan 31, 25
1447 · Hays Caldwell Expansion-2017	
1447-01 · HC Expansion, Capitalized Int	122,276.51
1447 · Hays Caldwell Expansion-2017 - Other	2,866,422.11
Total 1447 · Hays Caldwell Expansion-2017	2,988,698.62
1448 · H/C Membrane Replacement	1,056.62
1450 · Wells Ranch Project	
1450-01 · WellsRanch, Cap Interest	5,041,728.49
1450 · Wells Ranch Project - Other	40,885,863.75
Total 1450 · Wells Ranch Project	45,927,592.24
1451 · Wells Ranch Phase II-2011	
1451-01 · Capitalized Interest	1,872,118.97
1451 · Wells Ranch Phase II-2011 - Other	14,113,408.01
Total 1451 · Wells Ranch Phase II-2011	15,985,526.98
1452 · Wells Ranch Phase II-2015	
1452-01 · Capitalized Interest	1,930,053.69
1452 · Wells Ranch Phase II-2015 - Other	40,703,635.53
Total 1452 · Wells Ranch Phase II-2015	42,633,689.22
1453 · Wells Ranch III	
1453-01 · WR III, Phase I	137,556.72
1453 · Wells Ranch III - Other	387,226.13
Total 1453 · Wells Ranch III	524,782.85
1490 · Accumulated Depreciation	-56,086,762.09
Total 1400 · Capital Assets	129,171,218.64
Total Fixed Assets	129,324,257.04
Other Assets	
1805 · Deferred Outflow-Pension	273,133.66
1670 · Land	
1672 · Johnson Abstract #47	163,243.95
1673 · Hays Caldwell Project	
1673-01 · Carlisle - 2.009 Acres	549,930.44
1673-02 · Land Acquisition Consultant HC	5,698.00
Total 1673 · Hays Caldwell Project	555,628.44
1674 · Randolph Foster 10 Acres	290,837.56
1675 · Wells Ranch Project	62,061.82
1676 · Land & Land Rights	1,276,634.70
Total 1670 · Land	2,348,406.47
1703 · Water Rights	3,439,604.49
1800 · Deferred Loss on Debt Refunding	91,984.00
Total Other Assets	6,153,128.62
TOTAL ASSETS	188,746,068.05
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	950,176.57
Total Accounts Payable	950,176.57

CANYON REGIONAL WATER AUTHORITY

Balance Sheet

As of January 31, 2025

	Jan 31, 25
Other Current Liabilities	
2350 · Total OPEB Liability	12,043.00
2300 · Net Pension Liability	186,726.00
2451 · Current Portion of Capital Leas	159,472.04
2080 · PTO Payable	97,209.54
2002 · A/P, Misc.	-240.00
2140 · Texas Workforce	1,674.95
2165 · TCDRS Retirement Payable	29,266.57
Total Other Current Liabilities	486,152.10
Total Current Liabilities	1,436,328.67
Long Term Liabilities	
2200 · Deferred Revenue - San Marcos	4,642,639.00
2400 · Bonds Payable	
2408 · LD/MC Tax-Exempt Series 2016	13,685,000.00
2430 · Hays Caldwell Series 2017	3,815,000.00
2431 · Hays Caldwell TE Series 2021	11,340,000.00
2432 · Hays Caldwell Series 2021 Ref	1,840,000.00
2443 · Wells Ranch Series 2015	30,755,000.00
2446 · Wells Ranch Series 2016	19,425,000.00
2447 · Wells Ranch Series 2021	11,900,000.00
Total 2400 · Bonds Payable	92,760,000.00
2490 · Unamortized Premiums	4,054,728.00
Total Long Term Liabilities	101,457,367.00
Total Liabilities	102,893,695.67
Equity	
3810 · Restricted for Membranes	2,024,855.00
3820 · Restricted for Debt Service	5,133,272.00
3950 · Retained Earnings	14,858,568.99
3975 · Inv in Cap Asset, net of debt	57,295,580.89
Net Income	6,540,095.50
Total Equity	85,852,372.38
TOTAL LIABILITIES & EQUITY	188,746,068.05

**Canyon Regional Water Authority
Profit Loss Budget vs. Actual
October 2024 - January 2025**

	January	October 2024		Annual	\$ Over/(Under)	% of
	2025	January	2025	Budget		
Income						
4000 · Revenues						
4002 · Debt Payments	975,904.20	3,903,616.80		11,711,319.10	-7,807,702.30	33.33%
4003 · Raw Water	584,828.88	2,339,315.52		7,018,227.21	-4,678,911.69	33.33%
4004 · Water-New Berlin	0.00	24,626.00		57,023.93	-32,397.93	43.19%
4009 · Membrane Replacement Fund	49,031.42	196,125.68		588,400.54	-392,274.86	33.33%
4010 · Line Use & Delivery Contracts	11,902.44	47,609.76		265,361.99	-217,752.23	17.94%
4011 · Line Use New Berlin	1,429.94	5,719.76		17,160.00	-11,440.24	33.33%
4012 · Raw Water Delivery Fees	40,228.03	150,102.61		629,765.06	-479,662.45	23.84%
4017 · Water Sales	530,699.37	2,202,334.96		7,239,839.43	-5,037,504.47	30.42%
4018 · Plant Operations	443,743.69	1,774,974.76		5,325,137.32	-3,550,162.56	33.33%
4020 · Repair & Replacement Funds	509,186.69	2,036,746.76		6,110,485.00	-4,073,738.24	33.33%
4022 · CRWA Administrative	258,225.88	1,032,903.52		3,098,834.54	-2,065,931.02	33.33%
4023 · Alliance Water	464,171.99	2,090,882.69		6,408,077.64	-4,317,194.95	32.63%
4024 · Interest Income General	48,469.50	180,210.96		0.00	180,210.96	100.0%
4026 · Interest Income Bond Accounts	35,267.55	118,244.66		0.00	118,244.66	100.0%
4028 · Interest Construction Accounts	82,464.82	346,871.24		0.00	346,871.24	100.0%
4030 · Other Income	563.34	4,876.67		0.00	4,876.67	100.0%
Total 4000 · Revenues	4,036,117.74	16,455,162.35		48,469,631.76	-32,014,469.41	33.95%
Expense						
5000 · Bond Repayments						
5005 · Bond Payments	1,014,540.32	4,058,161.43		11,711,319.10	-7,653,157.67	34.65%
Total 5000 · Bond Repayments	1,014,540.32	4,058,161.43		11,711,319.10	-7,653,157.67	34.65%
5500 · Water Purchases						
5501 · Raw Water Purchases	2,256,488.11	2,844,286.10		7,018,227.21	-4,173,941.11	40.53%
5502 · Water Purchases, New Berlin	0.00	24,626.00		57,023.93	-32,397.93	43.19%
Total 5500 · Water Purchases	2,256,488.11	2,868,912.10		7,075,251.14	-4,206,339.04	40.55%
5600 · Membrane Funds	40,284.00	161,136.00		588,400.54	-427,264.54	27.39%
5700 · Repair & Replacement Funds	56,844.18	414,008.56		6,110,485.00	-5,696,476.44	6.78%
6000 · Line Use & Delivery Costs						
6005 · Line Use Contract Maxwell	0.00	0.00		126,514.91	-126,514.91	0.0%
6008 · Line Use Contract New Berlin	0.00	0.00		17,160.00	-17,160.00	0.0%
6010 · Line Contract GBRA	11,151.27	44,605.08		138,847.08	-94,242.00	32.13%
6011 · GBRA Raw Water Delivery Fees	36,820.31	147,651.69		629,765.06	-482,113.37	23.45%
Total 6000 · Line Use & Delivery Costs	47,971.58	192,256.77		912,287.05	-720,030.28	21.07%

**Canyon Regional Water Authority
Profit Loss Budget vs. Actual
October 2024 - January 2025**

	January 2025	October 2024 January 2025	Annual Budget	\$ Over/(Under) Annual Budget	% of Annual Budget
7000 · Plant Expenses-Variable Costs					
7005 · Plant Utilities	237,000.58	942,282.71	3,377,670.08	-2,435,387.37	27.9%
7010 · Chemicals	163,660.22	921,652.55	3,868,169.35	-2,946,516.80	23.83%
Total 7000 · Plant Expenses-Variable Costs	400,660.80	1,863,935.26	7,245,839.43	-5,381,904.17	25.72%
7100 · Operating Expenses					
7110 · Mechanical Operations					
7110-01 · Supplies	773.08	4,035.06	10,000.00	-5,964.94	40.35%
7110-02 · Vehicle Operations	1,642.53	3,090.17	56,000.00	-52,909.83	5.52%
Total 7110 · Mechanical Operations	2,415.61	7,125.23	66,000.00	-58,874.77	10.8%
7115 · Plant Maintenance & Supplies	55,579.11	360,080.36	1,513,000.00	-1,152,919.64	23.8%
7116 · Generator Maintenance	0.00	667.21	71,850.00	-71,182.79	0.93%
7117 · Equipment rental	5,239.45	20,499.52	53,600.00	-33,100.48	38.25%
7120 · SCADA	0.00	14,184.50	185,000.00	-170,815.50	7.67%
7122 · Vehicle Operations	4,601.11	24,594.46	55,000.00	-30,405.54	44.72%
7125 · Grounds Maintenance	10,528.48	42,777.68	143,900.00	-101,122.32	29.73%
7131 · Permits and Fees	206.05	5,274.32	27,550.00	-22,275.68	19.15%
7135 · Lab Supplies & Testing Fees	12,320.75	39,730.43	169,000.00	-129,269.57	23.51%
7140 · Insurance	4,469.00	141,547.48	160,826.75	-19,279.27	88.01%
7150 · Meals & Functions	3,798.39	6,489.87	48,500.00	-42,010.13	13.38%
7155 · Memberships & Dues	0.00	2,575.00	6,550.00	-3,975.00	39.31%
7160 · Mileage	103.18	5,865.85	34,000.00	-28,134.15	17.25%
7162 · Office Supplies and Expense	2,951.24	6,878.96	50,000.00	-43,121.04	13.76%
7165 · Training	0.00	739.50	9,500.00	-8,760.50	7.78%
7170 · Clothing	0.00	6,000.00	11,500.00	-5,500.00	52.17%
7175 · Telephones	455.48	1,820.30	6,500.00	-4,679.70	28.01%
7180 · Mobile Telephones	993.69	4,404.61	16,400.00	-11,995.39	26.86%
7190 · Network Expenses	0.00	150.00	10,000.00	-9,850.00	1.5%
7191 · Internet Domain	480.46	1,921.84	5,000.00	-3,078.16	38.44%
7195 · Contract Labor	0.00	0.00	4,000.00	-4,000.00	0.0%
7192 · Security and Backup System	528.91	2,115.64	7,500.00	-5,384.36	28.21%
7196 · GW Transport/Pumping Fees	60,737.83	180,384.32	325,000.00	-144,615.68	55.5%
7199 · Office Building Expansion	0.00	0.00	100,000.00	-100,000.00	0.0%
Total 7100 · Operating Expenses	165,408.74	875,827.08	3,080,176.75	-2,204,349.67	875.83%
7500 · Payroll Expenses					
7505 · Annual Pay	139,239.82	582,324.42	2,370,040.68	-1,787,716.26	24.57%
7510 · Overtime	6,174.03	21,940.12	155,773.10	-133,832.98	14.09%
7530 · On Call	700.00	2,300.00	15,599.99	-13,299.99	14.74%
Total 7500 · Payroll Expenses	146,113.85	606,564.54	2,541,413.77	-1,934,849.23	23.87%

**Canyon Regional Water Authority
Profit Loss Budget vs. Actual
October 2024 - January 2025**

	January 2025	October 2024 January 2025	Annual Budget	\$ Over/(Under) Annual Budget	% of Annual Budget
7600 · Employee Benefits					
7605 · Payroll Taxes	12,391.05	46,281.89	214,478.42	-168,196.53	21.58%
7610 · Insurance	19,443.90	68,870.83	625,756.72	-556,885.89	11.01%
7615 · Retirement	18,790.20	78,556.74	331,146.20	-252,589.46	23.72%
Total 7600 · Employee Benefits	50,625.15	193,709.46	1,171,381.34	-977,671.88	16.54%
7800 · Professional Fees					
7801 · SEC Disclosure	0.00	0.00	2,500.00	-2,500.00	0.0%
7802 · Bank Service Fees	95.00	125.00	2,000.00	-1,875.00	6.25%
7803 · 401(k) Plan Fees	510.00	1,510.00	2,500.00	-990.00	60.4%
7806 · Bond Fees	800.00	800.00	3,000.00	-2,200.00	26.67%
7805 · Legal Fees	25,996.50	104,447.50	1,100,000.00	-995,552.50	9.5%
7810 · Engineering	15,423.65	45,571.15	500,000.00	-454,428.85	9.11%
7820 · Accounting & Audit	14,940.00	14,940.00	15,000.00	-60.00	99.6%
Total 7800 · Professional Fees	57,765.15	167,393.65	1,625,000.00	-1,457,606.35	10.3%
7823 · Alliance Water	523,799.53	1,576,495.36	6,408,077.64	-4,831,582.28	24.6%
Total Expense	4,760,501.41	12,978,400.21	48,469,631.76	-35,491,231.55	26.78%
Net Ordinary Income	-724,383.67	3,476,762.14	0.00	3,476,762.14	100.0%
Other Income/Expense					
Other Income					
8000 · Bond Payment Principal	765,833.34	3,063,333.36	0.00	0.00	100.0%
Net Other Income/Expense	765,833.34	3,063,333.36	0.00	3,063,333.36	100.0%
Net Income	41,449.67	6,540,095.50	0.00	6,540,095.50	100.0%

CANYON REGIONAL WATER AUTHORITY
Profit & Loss Prev Year Comparison
October 2024 through January 2025

	Oct '24 - Jan 25	Oct '23 - Jan 24	\$ Change	% Change
Other Income/Expense				
Other Income				
8000 - Bond Payment Principal	3,083,333.36	3,106,666.56	-43,333.20	-1.4%
Total Other Income	3,083,333.36	3,106,666.56	-43,333.20	-1.4%
Net Other Income	3,083,333.36	3,106,666.56	-43,333.20	-1.4%
Net Income	6,540,095.50	4,639,956.70	1,900,138.80	41.0%

CANYON REGIONAL WATER AUTHORITY
A/R Aging Summary
As of January 30, 2025

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
City of Cibolo	358,153.59	0.00	0.00	0.00	0.00	358,153.59
City of Converse	66,468.94	0.00	0.00	0.00	0.00	66,468.94
City of La Vernia	1,925.02	0.00	0.00	0.00	0.00	1,925.02
City of Marion	37,998.69	0.00	0.00	0.00	0.00	37,998.69
City of San Marcos	66,305.62	66,305.62	0.00	66,305.62	66,305.62	265,222.48
County Line SUD	278,672.91	30,558.80	0.00	30,558.80	30,558.80	370,349.31
Crystal Clear SUD	475,428.57	0.00	0.00	0.00	1,821,238.07	2,296,666.64
East Central SUD.	365,260.19	0.00	0.00	0.00	0.00	365,260.19
Green Valley SUD	832,695.20	0.00	0.00	0.00	1,134,207.53	1,966,902.73
Martindale Water Supply Corp.	51,896.40	0.00	0.00	0.00	17,338.05	69,234.45
Maxwell SUD	215,128.38	0.00	0.00	0.00	0.00	215,128.38
San Antonio Water System	855,862.37	0.00	0.00	0.00	0.00	855,862.37
Springs Hill Special Utility District.	263,556.65	0.00	0.00	0.00	0.00	263,556.65
TOTAL	<u>3,869,352.53</u>	<u>96,864.42</u>	<u>0.00</u>	<u>96,864.42</u>	<u>3,069,648.07</u>	<u>7,132,729.44</u>

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of January 31, 2025

Type	Date	Num	Name	Memo	Amount	Balance
						4,630,358.29
Bill Pmt -Check	01/02/2025	ACH	GVEC - Big Oaks	11/04/2024 - 12/05/2024	-28.00	4,630,330.29
Bill Pmt -Check	01/02/2025	ACH	GVEC - Bond East Well	11/04/2024 - 12/05/2024	-7,970.10	4,622,360.19
Bill Pmt -Check	01/02/2025	ACH	GVEC - Bond West Well	11/04/2024 - 12/05/2024	-4,429.55	4,617,930.64
Bill Pmt -Check	01/02/2025	ACH	GVEC - Bull Trap Well	11/04/2024 - 12/05/2024	-2,921.00	4,615,009.64
Bill Pmt -Check	01/02/2025	ACH	GVEC - Camphouse Well	11/04/2024 - 12/05/2024	-3,603.00	4,611,406.64
Bill Pmt -Check	01/02/2025	ACH	GVEC - Chicken House Well	11/04/2024 - 12/05/2024	-3,258.85	4,608,147.79
Bill Pmt -Check	01/02/2025	ACH	GVEC - Christian East Well	11/04/2024 - 12/05/2024	-3,773.10	4,604,374.69
Bill Pmt -Check	01/02/2025	ACH	GVEC - Christian West Well	11/04/2024 - 12/05/2024	-4,020.94	4,600,353.75
Bill Pmt -Check	01/02/2025	ACH	GVEC - Cibolo	11/04/2024 - 12/05/2024	-28.00	4,600,325.75
Bill Pmt -Check	01/02/2025	ACH	GVEC - Coastal Field Well	11/04/2024 - 12/05/2024	-3,325.00	4,597,000.75
Bill Pmt -Check	01/02/2025	ACH	GVEC - Damerau	11/04/2024 - 12/05/2024	-60.00	4,596,940.75
Bill Pmt -Check	01/02/2025	ACH	GVEC - Deadman Tank Well	11/04/2024 - 12/05/2024	-12,625.00	4,584,315.75
Bill Pmt -Check	01/02/2025	ACH	GVEC - Deer Stand Well	11/04/2024 - 12/05/2024	-14,004.00	4,570,311.75
Bill Pmt -Check	01/02/2025	ACH	GVEC - FM 467	11/04/2024 - 12/05/2024	-30.00	4,570,281.75
Bill Pmt -Check	01/02/2025	ACH	GVEC - Green Valley	11/04/2024 - 12/05/2024	-29.00	4,570,252.75
Bill Pmt -Check	01/02/2025	ACH	GVEC - GV 7293 IH 10	11/04/2024 - 12/05/2024	-30.00	4,570,222.75
Bill Pmt -Check	01/02/2025	ACH	GVEC - Hardy Road	11/04/2024 - 12/05/2024	-29.00	4,569,993.75
Bill Pmt -Check	01/02/2025	ACH	GVEC - Hickory Forest	11/04/2024 - 12/05/2024	-35.00	4,569,958.75
Bill Pmt -Check	01/02/2025	ACH	GVEC - Littlefield Well	11/04/2024 - 12/05/2024	-3,920.90	4,566,037.85
Bill Pmt -Check	01/02/2025	ACH	GVEC - Marion	11/04/2024 - 12/05/2024	-27.00	4,566,010.85
Bill Pmt -Check	01/02/2025	ACH	GVEC - Pig Trap Well	11/04/2024 - 12/05/2024	-2,705.00	4,563,305.85
Bill Pmt -Check	01/02/2025	ACH	GVEC - Pivot Irrigation	11/04/2024 - 12/05/2024	-64.00	4,563,241.85
Bill Pmt -Check	01/02/2025	ACH	GVEC - Tommys Well	11/04/2024 - 12/05/2024	-2,849.00	4,560,392.85
Bill Pmt -Check	01/02/2025	ACH	GVEC - Wagner Booster Str #2	11/04/2024 - 12/05/2024	-1,431.96	4,558,960.89
Bill Pmt -Check	01/02/2025	ACH	GVEC - WR Generators	11/04/2024 - 12/05/2024	-1,190.87	4,557,770.02
Transfer	01/03/2025			Arduro Wells Ranch Emergency Generator Project	105,767.12	4,663,537.14
Bill Pmt -Check	01/03/2025	ACH	Texas Fleet Fuel	Vehicle Fuel	-619.05	4,662,918.09
Bill Pmt -Check	01/03/2025	ACH	Aetna	Employee Medical Insurance	-21,068.49	4,641,849.60
Bill Pmt -Check	01/03/2025	38924	Aflac	Employee Voluntary Insurance	-1,403.14	4,640,446.46
Bill Pmt -Check	01/03/2025	38925	Analytical Environmental Laboratory LLC	Lab Testing Fees	-1,620.00	4,638,826.46
Bill Pmt -Check	01/03/2025	38926	Arduro Group, Inc.	WR II Generator Project	-105,767.12	4,533,059.34
Bill Pmt -Check	01/03/2025	38927	Amadillo Lawn Care & Irrigation	Lawn Maintenance	-7,651.67	4,525,407.67
Bill Pmt -Check	01/03/2025	38928	Barcom Technology Solutions	Backup Monitoring	-434.92	4,524,972.75
Bill Pmt -Check	01/03/2025	38929	Callis Professional Services, LLC	Office Cleaning	-370.70	4,524,602.05
Bill Pmt -Check	01/03/2025	38930	Dex Imaging	Admin Copier	-207.10	4,524,394.95
Bill Pmt -Check	01/03/2025	38931	Dynamic Mechanical Contracting	Annual Chiller Maintenance	-2,605.99	4,521,788.96
Bill Pmt -Check	01/03/2025	38932	Environmental Improvements, Inc.	Parts	-1,243.80	4,520,545.16
Bill Pmt -Check	01/03/2025	38933	Evoqua Water Technologies LLC	Chemicals	-48,272.40	4,472,272.76
Bill Pmt -Check	01/03/2025	38934	Five Star Electric Motors, Inc.	Install Fans & Boards @ LBS	-1,319.28	4,470,953.48
Bill Pmt -Check	01/03/2025	38935	GCUWCD	2024 Mitigation Fund	-43,897.82	4,427,055.66
Bill Pmt -Check	01/03/2025	38936	Guadalupe County Groundwater Cons Distr	GW Transport/Pumping Fees	-16,840.01	4,410,215.65
Bill Pmt -Check	01/03/2025	38937	Hawkins, Inc.	Chemicals	-30,341.60	4,379,874.05
Bill Pmt -Check	01/03/2025	38938	Hill Country Electric Supply	Lights @ 1604	-381.34	4,379,492.71
Bill Pmt -Check	01/03/2025	38939	Hofmann's Supply	Cylinder Rental	-17.98	4,379,474.73
Bill Pmt -Check	01/03/2025	38940	James Radtke Construction	Line Locate @ Clear Springs	-300.00	4,379,174.73
Bill Pmt -Check	01/03/2025	38941	Lhoist North America of Texas, LLC	Lime	-17,853.71	4,361,321.02
Bill Pmt -Check	01/03/2025	38942	Matheson Tri-Gas, Inc.	Cylinder Rental	-3,026.93	4,358,294.09
Bill Pmt -Check	01/03/2025	38943	Morton Morrow Inc.	SCBAs for LD	-11,798.44	4,346,495.65
Bill Pmt -Check	01/03/2025	38944	New Braunfels Utilities	46 Standpipe Utilities	-41.38	4,346,454.27
Bill Pmt -Check	01/03/2025	38945	Nova 401(k) Associates	401(k) Plan	-510.00	4,345,944.27
Bill Pmt -Check	01/03/2025	38946	Pollution Control Services	Lab Testing Fees	-1,934.00	4,344,010.27
Bill Pmt -Check	01/03/2025	38947	PVS DX, INC	Chlorine	-5,001.20	4,339,009.07
Bill Pmt -Check	01/03/2025	38948	Standard Insurance Company	Employee Life, STD, & LTD Insurance	-1,246.18	4,337,760.89
Bill Pmt -Check	01/03/2025	38949	Tri-County A/C & Heating Inc.	VFD Maintenance	-423.58	4,337,337.31
Bill Pmt -Check	01/03/2025	38950	Waste Connections	Garbage Disposal	-470.90	4,336,866.41
Bill Pmt -Check	01/03/2025	38951	Waste Management	Garbage Disposal	-1,645.21	4,335,221.20
Bill Pmt -Check	01/03/2025	38952	Williams Supply Company	Supplies	-734.56	4,334,486.64
Deposit	01/03/2025			Deposit	464,083.28	4,798,569.92
Deposit	01/07/2025			Deposit	37,381.77	4,835,951.69
Paycheck	01/10/2025	Direct Dep	Employee Payroll		-3,302.07	4,832,649.62
Paycheck	01/10/2025	Direct Dep	Employee Payroll		-1,538.54	4,831,111.08
Paycheck	01/10/2025	Direct Dep	Employee Payroll		-1,773.82	4,829,337.26
Paycheck	01/10/2025	Direct Dep	Employee Payroll		-2,462.20	4,826,875.06
Paycheck	01/10/2025	Direct Dep	Employee Payroll		-2,605.74	4,824,269.32
Paycheck	01/10/2025	Direct Dep	Employee Payroll		-1,885.85	4,822,383.47

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of January 31, 2025

Type	Date	Num	Name	Memo	Amount	Balance	
Paycheck	01/10/2025		Direct Dep	Employee Payroll	-4,971.54	4,817,411.93	
Paycheck	01/10/2025		Direct Dep	Employee Payroll	-1,865.76	4,815,546.17	
Paycheck	01/10/2025		Direct Dep	Employee Payroll	-2,877.17	4,812,669.00	
Paycheck	01/10/2025		Direct Dep	Employee Payroll	-1,153.94	4,811,515.06	
Paycheck	01/10/2025		Direct Dep	Employee Payroll	-2,383.91	4,809,131.15	
Paycheck	01/10/2025		Direct Dep	Employee Payroll	-1,720.10	4,807,411.05	
Paycheck	01/10/2025		Direct Dep	Employee Payroll	-2,951.92	4,804,459.13	
Paycheck	01/10/2025		Direct Dep	Employee Payroll	-1,973.37	4,802,485.76	
Paycheck	01/10/2025		Direct Dep	Employee Payroll	-4,104.01	4,798,381.75	
Paycheck	01/10/2025		Direct Dep	Employee Payroll	-3,717.43	4,794,664.32	
Paycheck	01/10/2025		Direct Dep	Employee Payroll	-5,360.26	4,789,304.06	
Paycheck	01/10/2025		Direct Dep	Employee Payroll	-1,715.39	4,787,588.67	
Paycheck	01/10/2025		Direct Dep	Employee Payroll	-4,196.16	4,783,392.51	
Liability Check	01/10/2025		ACH	John Hancock	401(k) Retirement Plan	-733.93	4,782,658.58
Liability Check	01/10/2025		EFTPS	US Treasury	74-2586063	-17,796.80	4,764,861.78
Bill Pmt -Check	01/10/2025		38953	Armstrong, Vaughan & Assoc., P.C.	FY 2024 Audit	-14,940.00	4,749,921.78
Bill Pmt -Check	01/10/2025		38954	Brenntag Southwest, Inc.	Chlorine	-4,500.00	4,745,421.78
Bill Pmt -Check	01/10/2025		38955	Citibank, N.A.	Mastercard	-17,448.06	4,727,973.72
Bill Pmt -Check	01/10/2025		38956	CP&Y, Inc.	Engineering Fees	-25,774.17	4,702,199.55
Bill Pmt -Check	01/10/2025		38957	Gallegos Engineering, Inc.	HC Transmission Main - Reedville	-10,982.00	4,691,217.55
Bill Pmt -Check	01/10/2025		38958	Gold Star Exterminators	Pest Control	-260.00	4,690,957.55
Bill Pmt -Check	01/10/2025		38959	Hach Company	Lab Supplies	-382.13	4,690,575.42
Bill Pmt -Check	01/10/2025		38960	Helping Hand Hardware	Supplies	-705.83	4,689,869.59
Bill Pmt -Check	01/10/2025		38961	Lhoist North America of Texas, LLC	Lime	-8,232.78	4,681,636.81
Bill Pmt -Check	01/10/2025		38962	New Braunfels Welders Supply	Cylinder Rental	-22.50	4,681,614.31
Bill Pmt -Check	01/10/2025		38963	PVS DX, INC	Chemicals & Cylinder Rental	-3,366.80	4,678,247.51
Bill Pmt -Check	01/10/2025		38964	R.W Harden & Associates, Inc.	Wells Ranch Development	-1,187.50	4,677,060.01
Bill Pmt -Check	01/10/2025		38965	Standard Insurance Company-Dental	Dental Insurance	-1,626.88	4,675,433.13
Bill Pmt -Check	01/10/2025		38966	Texas Excavation Safety System, Inc.	Texas 811	-236.90	4,675,196.23
Bill Pmt -Check	01/10/2025		38967	Texas Land and Right of Way Company, LLC	WR Water Lease Acquisition & HC Transmission Main	-14,687.20	4,660,509.03
Bill Pmt -Check	01/10/2025		38968	Texas Rural Water Association	Annual Dues	-1,425.00	4,659,084.03
Bill Pmt -Check	01/10/2025		38969	TML Intergovernmental Risk Pool	Worker's Comp Audit	-4,469.00	4,654,615.03
Bill Pmt -Check	01/10/2025		38970	Wastewater Transport Services LLC	Sludge Removal	-17,776.95	4,636,838.08
Transfer	01/10/2025				Credit Card Payment for Adv for Bids HC	600.62	4,637,438.70
Transfer	01/10/2025				LD Adv for Bids Strainer Project	1,238.18	4,638,676.88
Transfer	01/10/2025				TX Land & ROW Reedville Line Easements	3,120.00	4,641,796.88
Transfer	01/10/2025				Gallegos Engineering HC Reedville Line	10,982.00	4,652,778.88
Transfer	01/10/2025				CP&Y Well Upgrades	4,140.83	4,656,919.71
Deposit	01/13/2025				Deposit	66,458.68	4,723,378.39
Check	01/13/2025	39054	Void	Void	0.00	4,723,378.39	
Deposit	01/14/2025				Deposit	592,773.44	5,316,151.83
Liability Check	01/15/2025		ACH	TCDRS		-14,888.50	5,301,263.33
Liability Check	01/15/2025		ACH	TCDRS		-193.44	5,301,069.89
Liability Check	01/15/2025		ACH	TCDRS		-14,381.08	5,286,688.81
Check	01/15/2025		ACH	3MD Ranch LP	Semi-Annual Water Lease Payment	-28,182.51	5,258,506.30
Check	01/15/2025		ACH	Acker Family Partnership, LLC	Semi-Annual Water Lease Payment	-89,788.38	5,168,717.92
Check	01/15/2025		ACH	Larry G. & Brenda K. Miles	Semi-Annual Water Lease Payment	-7,829.42	5,160,888.50
Check	01/15/2025		ACH	Brown Trust	Semi-Annual Water Lease Payment	-125,640.79	5,035,247.71
Check	01/15/2025		ACH	Bruce J. & Marcille D. Patteson	Semi-Annual Water Lease Payment	-87,798.18	4,947,449.53
Check	01/15/2025		ACH	Carol L. Dodgen	Semi-Annual Water Lease Payment	-6,025.97	4,941,423.56
Check	01/15/2025		ACH	Carrie Neal Haner Howington	Semi-Annual Water Lease Payment	-598.25	4,940,825.31
Check	01/15/2025		ACH	Clayton L. Hines	Semi-Annual Water Lease Payment	-146.12	4,940,679.19
Check	01/15/2025		ACH	Craig L. Hines - Water Lease	Semi-Annual Water Lease Payment	-7,701.00	4,932,978.19
Check	01/15/2025		ACH	Dennis L. Harris	Semi-Annual Water Lease Payment	-246.25	4,932,731.94
Check	01/15/2025		ACH	Diane Ritchie	Semi-Annual Water Lease Payment	-17,597.70	4,915,134.24
Check	01/15/2025		ACH	Donald G. Tenberg	Semi-Annual Water Lease Payment	-26,579.38	4,888,554.86
Check	01/15/2025		ACH	Dwayne A. Cusick	Semi-Annual Water Lease Payment	-245.28	4,888,309.58
Check	01/15/2025		ACH	Dwight L. Muelker	Semi-Annual Water Lease Payment	-15,136.97	4,873,172.61
Check	01/15/2025		ACH	Garrett L. Muelker	Semi-Annual Water Lease Payment	-5,675.15	4,867,497.46
Check	01/15/2025		ACH	Garrett L. Muelker.	Semi-Annual Water Lease Payment	-262.07	4,867,235.39
Check	01/15/2025		ACH	Gary D. Howell	Semi-Annual Water Lease Payment	-1,188.35	4,866,047.04
Check	01/15/2025		ACH	Georganna P. Sherbert	Semi-Annual Water Lease Payment	-598.25	4,865,448.79
Check	01/15/2025		ACH	Gordon N. Houston	Semi-Annual Water Lease Payment	-618.08	4,864,830.71
Check	01/15/2025		ACH	Gretchen Hilt	Semi-Annual Water Lease Payment	-1,275.40	4,863,555.31
Check	01/15/2025		ACH	Helene B. Murphy	Semi-Annual Water Lease Payment	-434.24	4,863,121.07
Check	01/15/2025		ACH	Hines Family Liquids Trust	Semi-Annual Water Lease Payment	-88,634.20	4,774,486.87

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of January 31, 2025

Type	Date	Num	Name	Memo	Amount	Balance
Check	01/15/2025	ACH	HMTM, Limited Partnership	Semi-Annual Water Lease Payment	-2,000.72	4,772,486.15
Check	01/15/2025	ACH	Teresa or Jack Anderson	Semi-Annual Water Lease Payment	-2,619.23	4,769,866.92
Check	01/15/2025	ACH	James D Bailey	Semi-Annual Water Lease Payment	-928.40	4,768,938.52
Check	01/15/2025	ACH	James B. Harris	Semi Annual Water Lease Payment	-30,705.53	4,738,232.99
Check	01/15/2025	ACH	James Morgan Barnett	Semi-Annual Water Lease Payment	-794.45	4,737,438.54
Check	01/15/2025	ACH	James R. Elliott III	Semi-Annual Water Lease Payment	-16,583.85	4,720,854.69
Check	01/15/2025	ACH	Jesse R. Trevino, Jr.	Semi-Annual Water Lease Payment	-265.23	4,720,589.46
Check	01/15/2025	ACH	Jesse Trevino III	Semi-Annual Water Lease Payment	-245.93	4,720,343.53
Check	01/15/2025	ACH	KP Ranch, LLC	Semi-Annual Water Lease Payment	-12,297.16	4,708,046.37
Check	01/15/2025	ACH	Lewis Patteson	Semi-Annual Water Lease Payment	-1,794.73	4,706,251.64
Check	01/15/2025	ACH	Lyman S. Davis, Trustee	Semi-Annual Water Lease Payment	-1,068.51	4,705,183.13
Check	01/15/2025	ACH	Mark M. Howell	Semi-Annual Water Lease Payment	-391.96	4,704,791.17
Check	01/15/2025	ACH	Michael D & Mitzi Whorton	Semi-Annual Water Lease Payment	-687.81	4,704,103.36
Check	01/15/2025	ACH	Michael L. & Patti R. Ewing	Semi-Annual Water Lease Payment	-3,302.93	4,700,800.43
Check	01/15/2025	ACH	Michelle Lemoine	Semi Annual Water Lease Payment	-3,182.63	4,697,617.80
Check	01/15/2025	ACH	MRJR, Ltd.	Semi-Annual Water Lease Payment	-63,469.64	4,634,148.16
Check	01/15/2025	ACH	Rafe Jackson	Semi-Annual Water Lease Payment	-12,694.43	4,621,453.73
Check	01/15/2025	ACH	Rebecca Harris	Semi Annual Water Lease Payment	-3,182.63	4,618,271.10
Check	01/15/2025	ACH	Richard L. Lott	Semi-Annual Water Lease Payment	-10,847.69	4,607,423.41
Check	01/15/2025	ACH	Robert and Nichole Roberts	Semi-Annual Water Lease Payment	-932.14	4,606,491.27
Check	01/15/2025	ACH	Robert Yuras	Semi-Annual Water Lease Payment	-304.34	4,606,186.93
Check	01/15/2025	ACH	Ronald B. Arama	Semi-Annual Water Lease Payment	-361.73	4,605,825.20
Check	01/15/2025	ACH	Rosemary Mauermann	Semi-Annual Water Lease Payment	-35,007.10	4,570,818.10
Check	01/15/2025	ACH	Roy H. Nolte, Jr.	Semi-Annual Water Lease Payment	-3,668.83	4,567,149.27
Check	01/15/2025	ACH	Sandra Dingler	Semi-Annual Water Lease Payment	-8,037.25	4,559,112.02
Check	01/15/2025	ACH	Terry Mauermann	Semi-Annual Water Lease Payment	-20,438.71	4,538,673.31
Check	01/15/2025	ACH	Tuna Rosa LP	Semi-Annual Water Lease Payment	-38,940.06	4,499,733.25
Check	01/15/2025	ACH	William & Vernelle Jones	Semi-Annual Water Lease Payment	-1,141.52	4,498,591.73
Check	01/15/2025	38971	Arlynn H & Nancy A Hartfiel	Semi-Annual Water Lease Payment	-5,264.42	4,493,327.31
Check	01/15/2025	38972	Barbara A. Howard	Semi-Annual Water Lease Payment	-2,648.50	4,490,678.81
Check	01/15/2025	38973	Beth's Boys, LLC	Semi-Annual Water Lease Payment	-1,794.73	4,488,884.08
Check	01/15/2025	38974	Brauntex Materials Inc.-Water Lease	Semi-Annual Water Lease Payment	-10,660.34	4,478,223.74
Check	01/15/2025	38975	Brenda S. Robinson	Semi-Annual Water Lease Payment	-27,163.51	4,451,060.23
Check	01/15/2025	38976	Chandra S. Katragadda	Semi-Annual Water Lease Payment	-7,122.08	4,443,938.15
Check	01/15/2025	38977	Charles W. Cowey, Jr.	Semi-Annual Water Lease Payment	-10,511.28	4,433,426.87
Check	01/15/2025	38978	Cheryl J. Moore	Semi-Annual Water Lease Payment	-9,903.16	4,423,523.71
Check	01/15/2025	38979	Craig A. McClain	Semi-Annual Water Lease Payment	-1,414.19	4,422,109.52
Check	01/15/2025	38980	D. Lee Edwards	Semi-Annual Water Lease Payment	-33,888.92	4,388,220.60
Check	01/15/2025	38981	Dale Koehler	Semi-Annual Water Lease Payment	-1,402.71	4,386,817.89
Check	01/15/2025	38982	Darren & Laurie Yates	Semi-Annual Water Lease Payment	-1,539.60	4,385,278.29
Check	01/15/2025	38983	Juan C. Rios & Debbie T. Rios	Semi-Annual Water Lease Payment	-4,820.69	4,380,457.60
Check	01/15/2025	38984	Debra P. Springs	Semi-Annual Water Lease Payment	-7,164.63	4,373,292.97
Check	01/15/2025	38985	Donald D. Dashiell	Semi-Annual Water Lease Payment	-8,767.05	4,364,525.92
Check	01/15/2025	38986	Donna G. Kothmann	Semi-Annual Water Lease Payment	-1,068.63	4,363,457.29
Check	01/15/2025	38987	Douglas L. Morton Exempt TR 2 UW DMM	Semi-Annual Water Lease Payment	-23,638.00	4,339,819.29
Check	01/15/2025	38988	Ecleto Creek Properties LLC	Semi-Annual Water Lease Payment	-10,457.92	4,329,361.37
Check	01/15/2025	38989	Edward & Adeline Zunker Family Trust	Semi-Annual Water Lease Payment	-1,070.08	4,328,291.29
Check	01/15/2025	38990	Edward K Morton Exempt TR 2 UW DMM	Semi-Annual Water Lease Payment	-23,638.00	4,304,653.29
Check	01/15/2025	38991	Frost Bank Successor Trustee	Semi-Annual Water Lease Payment	-9,341.13	4,295,312.16
Check	01/15/2025	38992	GRTR Ranch Properties	Semi-Annual Water Lease Payment	-5,021.39	4,290,290.77
Check	01/15/2025	38993	H. Paul Dingler, Sr.	Semi-Annual Water Lease Payment	-9,295.75	4,280,995.02
Check	01/15/2025	38994	Harold E. Alves, Jr.	Semi-Annual Water Lease Payment	-6,210.99	4,274,784.03
Check	01/15/2025	38995	Hilmar D. Blumberg	Semi-Annual Water Lease Payment	-126,784.26	4,147,999.77
Check	01/15/2025	38996	Howard Williamson III	Semi Annual Water Lease Payment	-160,398.59	3,987,601.18
Check	01/15/2025	38997	Isom L. Cowey	Semi-Annual Water Lease Payment	-7,893.41	3,979,707.77
Check	01/15/2025	38998	James and Janie Streety	Semi-Annual Water Lease Payment	-4,312.57	3,975,395.20
Check	01/15/2025	38999	James D. Lakey	Semi-Annual Water Lease Payment	-661.14	3,974,734.06
Check	01/15/2025	39000	James D. Weidner	Semi-Annual Water Lease Payment	-2,828.37	3,971,905.69
Check	01/15/2025	39001	James M. McClain	Semi-Annual Water Lease Payment	-1,414.19	3,970,491.50
Check	01/15/2025	39002	Bobby B. Allen	Semi-Annual Water Lease Payment	-9,802.49	3,960,689.01
Check	01/15/2025	39003	Janelle Trammell	Semi-Annual Water Lease Payment	-18,684.69	3,942,004.32
Check	01/15/2025	39004	Javier Jimenez	Semi-Annual Water Lease Payment	-1,144.47	3,940,859.85
Check	01/15/2025	39005	Javier Ramirez & Velma Montalvo	Semi-Annual Water Lease Payment	-3,007.16	3,937,852.69
Check	01/15/2025	39006	Jay Patton White	Semi-Annual Water Lease Payment	-6,304.55	3,931,548.14
Check	01/15/2025	39007	Jennifer S. McGee	Semi-Annual Water Lease Payment	-1,618.99	3,929,929.15
Check	01/15/2025	39008	Jessie D. Perez, Jr.	Semi-Annual Water Lease Payment	-2,985.00	3,926,944.15

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of January 31, 2025

Type	Date	Num	Name	Memo	Amount	Balance
Check	01/15/2025	39009	Jesus G. Tristan	Semi-Annual Water Lease Payment	-746.25	3,926,197.90
Check	01/15/2025	39010	Joan Torstrick	Semi-Annual Water Lease Payment	-246.25	3,925,951.65
Check	01/15/2025	39011	John Charles Dubose Jr 2012 Trust	Semi-Annual Water Lease Payment	-8,242.69	3,917,708.96
Check	01/15/2025	39012	Ronald Whit Dubose Jr 2012 Trust	Semi-Annual Water Lease Payment	-8,242.69	3,909,466.27
Check	01/15/2025	39013	John M. Cowey	Semi-Annual Water Lease Payment	-8,165.18	3,901,301.09
Check	01/15/2025	39014	John B. & Georgia A. Hernandez	Semi-Annual Water Lease Payment	-14,775.15	3,886,525.94
Check	01/15/2025	39015	John C. Pannell	Semi-Annual Water Lease Payment	-11,473.57	3,875,052.37
Check	01/15/2025	39016	John H. Brite	Semi-Annual Water Lease Payment	-10,819.71	3,864,232.66
Check	01/15/2025	39017	Jordan T. Blumberg 1994 IRR. TR.	Semi-Annual Water Lease Payment	-25,178.76	3,839,053.90
Check	01/15/2025	39018	Joseph Anthony Burnis	Semi-Annual Water Lease Payment	-4,710.37	3,834,343.53
Check	01/15/2025	39019	Joyce Soefje	Semi-Annual Water Lease Payment	-10,449.59	3,823,893.94
Check	01/15/2025	39020	Kelli Jo Volek	Semi Annual Water Lease Payment	-160,398.59	3,663,495.35
Check	01/15/2025	39021	Larry & Alice Moltz	Semi-Annual Water Lease Payment	-23,985.22	3,639,510.13
Check	01/15/2025	39022	Lawrence O. & Camille T. Schwab	Semi Annual Water Lease Payment	-8,199.03	3,631,311.10
Check	01/15/2025	39023	Leroy John Skloss	Semi-Annual Water Lease Payment	-746.25	3,630,564.85
Check	01/15/2025	39024	Linda Lou Odum	Semi-Annual Water Lease Payment	-2,061.15	3,628,503.70
Check	01/15/2025	39025	Louie E. Soefje	Semi-Annual Water Lease Payment	-2,061.15	3,626,442.55
Check	01/15/2025	39053	Luis or Carmen Rivera	Semi-Annual Water Lease Payment	-257.76	3,626,184.79
Check	01/15/2025	39026	Luke W. Griffith	Semi-Annual Water Lease Payment	-11,473.56	3,614,711.23
Check	01/15/2025	39027	Marvin L. Miles	Semi-Annual Water Lease Payment	-7,829.49	3,606,881.74
Check	01/15/2025	39028	Mary Loma Dezell	Semi-Annual Water Lease Payment	-8,452.15	3,598,429.59
Check	01/15/2025	39029	Matthew J. Breidenbaugh	Semi-Annual Water Lease Payment	-2,008.61	3,596,422.98
Check	01/15/2025	39030	Matthew L. Tenberg	Semi-Annual Water Lease Payment	-1,659.45	3,594,763.53
Check	01/15/2025	39031	Michael L. Cowey	Semi-Annual Water Lease Payment	-12,897.67	3,581,865.86
Check	01/15/2025	39032	Mike W. Bond or Connie L. Bond	Semi-Annual Water Lease Payment	-22,587.71	3,559,278.15
Check	01/15/2025	39033	Molly Neal Patteson	Semi-Annual Water Lease Payment	-598.25	3,558,679.90
Check	01/15/2025	39034	Mund Grandchildren's Trust of 2022	Semi-Annual Water Lease Payment	-14,196.14	3,544,483.76
Check	01/15/2025	39035	Nelda J. Patteson	Semi-Annual Water Lease Payment	-1,794.73	3,542,689.03
Check	01/15/2025	39036	Otto E. Soefje	Semi-Annual Water Lease Payment	-2,061.15	3,540,627.88
Check	01/15/2025	39037	Quest Trust FBO Sean M Halloran	VOID: Semi-Annual Water Lease Payment	0.00	3,540,627.88
Check	01/15/2025	39038	Roger A. & Susan J. Edwards	Semi-Annual Water Lease Payment	-7,287.45	3,533,340.43
Check	01/15/2025	39039	Roland B. Blumberg 1994 IRR. TR.	Semi-Annual Water Lease Payment	-25,178.76	3,508,161.67
Check	01/15/2025	39040	Rolling Butler, LLC	Semi-Annual Water Lease Payment	-5,381.17	3,502,780.50
Check	01/15/2025	39041	Ronald T. Lakey	Semi-Annual Water Lease Payment	-552.32	3,502,228.18
Check	01/15/2025	39042	Shannon Harris	Semi Annual Water Lease Payment	-3,182.63	3,499,045.55
Check	01/15/2025	39043	Sidney Allen Littlefield	Semi-Annual Water Lease Payment	-107,516.00	3,391,529.55
Check	01/15/2025	39044	Spillers Farm & Ranch, LLC	Semi-Annual Water Lease Payment	-12,392.88	3,379,136.67
Check	01/15/2025	39045	Thomas P. Taggart	Semi-Annual Water Lease Payment	-1,673.84	3,377,462.83
Check	01/15/2025	39046	Truitt Land Holdings, LLC	Semi-Annual Water Lease Payment	-7,688.05	3,369,774.78
Check	01/15/2025	39047	Wilbon P. Davis	Semi-Annual Water Lease Payment	-12,070.02	3,357,704.76
Check	01/15/2025	39048	Willard James Stewart	Semi-Annual Water Lease Payment	-34,865.86	3,322,838.90
Check	01/15/2025	39049	William Brent Christian	Semi-Annual Water Lease Payment	-18,684.69	3,304,154.21
Check	01/15/2025	39050	William E. Pape	Semi-Annual Water Lease Payment	-7,376.96	3,296,777.25
Check	01/15/2025	39051	William Ray Engvall	Semi-Annual Water Lease Payment	-23,068.13	3,273,709.12
Check	01/15/2025	39052	Zappe River Ranch, LLC	Semi-Annual Water Lease Payment	-26,805.89	3,246,903.23
Check	01/15/2025	39055	Inspira Financial Trust	Semi-Annual Water Lease Payment	-861.91	3,246,041.32
Bill Pmt -Check	01/15/2025	ACH	CPS - I 10	I-10 Utilities	-11.98	3,245,029.34
Liability Check	01/17/2025	ACH	Texas Workforce Commission	99-882188-6	-139.43	3,245,889.91
Deposit	01/17/2025			Deposit	838,649.72	4,084,539.63
Bill Pmt -Check	01/17/2025	ACH	Texas Fleet Fuel	Vehicle & Equipment Fuel	-1,054.71	4,083,484.92
Transfer	01/17/2025			Trojan Technologies Payment 24	40,284.00	4,123,768.92
Bill Pmt -Check	01/17/2025	39056	ADT	Security System	-93.99	4,123,674.93
Bill Pmt -Check	01/17/2025	39057	Brenntag Southwest, Inc.	Chemicals	-10,381.80	4,113,293.13
Bill Pmt -Check	01/17/2025	39058	Charter Communications	HC Internet	-120.61	4,113,172.52
Bill Pmt -Check	01/17/2025	39059	Council Automotive Supply	Supplies	-259.99	4,112,912.53
Bill Pmt -Check	01/17/2025	39060	DSHS Central Lab MC2004	Lab Testing Fees	-150.00	4,112,762.53
Bill Pmt -Check	01/17/2025	39061	GBRA-Raw Water & TM	12613 A/F @ \$184 & Raw Water Delivery	-241,370.91	3,871,391.62
Bill Pmt -Check	01/17/2025	39062	Guadalupe-Blanco River Authority..	Lab Testing Fees	-1,457.00	3,869,934.62
Bill Pmt -Check	01/17/2025	39063	Guadalupe County Tax A/C	2007 GMC	-7.50	3,869,927.12
Bill Pmt -Check	01/17/2025	39064	Hach Company	Lab Supplies	-934.90	3,868,992.22
Bill Pmt -Check	01/17/2025		Ingersoll Rand Company	QuickBooks generated zero amount transaction for bill i	0.00	3,868,992.22
Bill Pmt -Check	01/17/2025	39065	Ivan Arreaga	Testing & Parking Fee	-58.00	3,868,934.22
Bill Pmt -Check	01/17/2025	39066	Matheson Tri-Gas, Inc.	Oxygen	-5,685.84	3,863,248.38
Bill Pmt -Check	01/17/2025	39067	PVS DX, INC	Cylinder Rental	-860.00	3,862,388.38
Bill Pmt -Check	01/17/2025	39068	Sam's Club MC/SYNCB	Supplies	-451.86	3,861,936.52
Bill Pmt -Check	01/17/2025	39069	Texas Commission on Environmental Quality	Water Use Assessment	-9.00	3,861,927.52

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
 As of January 31, 2025

Type	Date	Num	Name	Memo	Amount	Balance
Bill Pmt -Check	01/17/2025	39070	Trojan Technologies Corp.	Pall Trailer Installment #24	-40,284.00	3,821,543.52
Bill Pmt -Check	01/17/2025	39071	USA Bluebook	Parts	-869.63	3,820,673.89
Bill Pmt -Check	01/17/2025	39072	Guadalupe County Tax A/C	VOID: 2022 Ram	0.00	3,820,673.89
Check	01/17/2025	39073	Anthony S. Powers	Initial & Semi-Annual Water Lease Payment	-23,369.69	3,797,304.20
Deposit	01/17/2025			Deposit	580,502.68	4,377,806.88
General Journal	01/17/2025	01-06	James D Bailey	ACH Return	928.40	4,378,735.28
Bill Pmt -Check	01/20/2025	ACH	GVEC - Lake Dunlap	11/25/2024 - 12/25/2024	-39,274.10	4,339,461.18
Bill Pmt -Check	01/20/2025	ACH	GVEC - Leissner Booster Stn #2	11/25/2024 - 12/25/2024	-20,755.25	4,318,705.93
Bill Pmt -Check	01/20/2025	ACH	GVEC - Leissner Rd Booster Station	11/25/2024 - 12/25/2024	-7,567.98	4,311,137.95
Bill Pmt -Check	01/20/2025	ACH	GVEC - Wagner Booster	11/25/2024 - 12/25/2024	-8,727.73	4,302,410.22
Bill Pmt -Check	01/20/2025	ACH	GVEC - WR Plant	11/25/2024 - 12/25/2024	-26,893.14	4,275,517.08
Bill Pmt -Check	01/20/2025	ACH	GVEC - WR Plant #2	11/25/2024 - 12/25/2024	-7,132.86	4,268,384.22
Bill Pmt -Check	01/21/2025	ACH	CPS - 1518	Utilities	-114.65	4,268,269.57
Deposit	01/22/2025			Deposit	312,885.17	4,581,154.74
Bill Pmt -Check	01/22/2025	ACH	Bluebonnet Electric	HC Utilities - 5000057123	-11,768.61	4,569,386.13
Check	01/23/2025	39074	Charles C. Bailey	Monthly Governmental Consulting Services	-4,000.00	4,565,386.13
Deposit	01/23/2025			Deposit	39,195.67	4,604,581.80
Paycheck	01/24/2025	Direct Dep	Employee Payroll	Deposit	873,469.48	5,478,051.28
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-3,013.40	5,475,037.88
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-1,470.08	5,473,567.80
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-1,932.44	5,471,635.36
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-2,926.40	5,468,708.96
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-2,396.89	5,466,312.07
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-2,116.91	5,464,195.16
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-3,694.46	5,460,500.70
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-1,834.62	5,458,666.08
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-2,749.10	5,455,916.98
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-1,029.37	5,454,887.61
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-2,063.63	5,452,823.98
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-1,785.47	5,451,038.51
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-4,104.01	5,446,934.50
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-3,127.56	5,443,806.94
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-5,360.27	5,438,446.67
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-1,715.39	5,436,731.28
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-4,196.16	5,432,535.12
Paycheck	01/24/2025	Direct Dep	Employee Payroll		-1,973.38	5,430,561.74
Liability Check	01/24/2025	ACH	John Hancock	401(k) Retirement Plan	-3,717.42	5,426,844.32
Liability Check	01/24/2025	EFTPS	US Treasury	74-2586063	-728.62	5,426,115.70
Bill Pmt -Check	01/24/2025	39075	Ardurra Group, Inc.	WR II Generator Project	-17,197.40	5,408,918.30
Bill Pmt -Check	01/24/2025	39076	AT&T Mobility	Mobile Telephones	-22,714.30	5,386,204.00
Bill Pmt -Check	01/24/2025	39077	Council Automotive Supply	LD Backhoe Maintenance	-993.69	5,385,210.31
Bill Pmt -Check	01/24/2025	39078	Dex Imaging	Admin Copier	-234.11	5,384,976.20
Bill Pmt -Check	01/24/2025	39079	Dynamic Mechanical Contracting	Replace 20kw Heater @ LD	-152.69	5,384,823.51
Bill Pmt -Check	01/24/2025	39080	GVEC - Internet	Internet @ WBS, LBS, LD	-1,469.00	5,383,354.51
Bill Pmt -Check	01/24/2025	39081	Hach Company	Lab Supplies	-359.85	5,382,994.66
Bill Pmt -Check	01/24/2025	39082	Lhoist North America of Texas, LLC	Lime	-350.70	5,382,643.96
Bill Pmt -Check	01/24/2025	39083	Mission Controls & Automation	Well 13 Monitor	-28,367.84	5,354,276.12
Bill Pmt -Check	01/24/2025	39084	New Braunfels Utilities	46 Standpipe Utilities	-284.63	5,353,991.49
Bill Pmt -Check	01/24/2025	39085	Pollution Control Services	Lab Testing Fees	-42.26	5,353,949.23
Bill Pmt -Check	01/24/2025	39086	PVS DX, INC	Chemicals	-2,042.00	5,351,907.23
Bill Pmt -Check	01/24/2025	39087	Seguin Auto Parts, Inc.	Vehicle Maintenance	-12,318.56	5,339,588.67
Bill Pmt -Check	01/24/2025	39088	The Anchor Group, Inc.	Hardy Road Fence Replacement	-27.96	5,339,560.71
Bill Pmt -Check	01/24/2025	39089	U.S. Signs	Emergency Number Signs	-14,298.00	5,325,262.71
Bill Pmt -Check	01/24/2025	39090	USA Bluebook	Pump	-96.00	5,325,166.71
Bill Pmt -Check	01/24/2025	39091	Utility Engineering Group, PLLC	IH-10 Conflict at Channel D	-1,089.95	5,324,076.76
Bill Pmt -Check	01/24/2025	39092	Verve Cloud, Inc.	Telephones	-10,555.00	5,313,521.76
Bill Pmt -Check	01/24/2025	39093	Waste Connections	Garbage Disposal	-455.48	5,313,066.28
Deposit	01/27/2025			Deposit	-470.90	5,312,595.38
Bill Pmt -Check	01/27/2025	ACH	CPS - 1604	Utilities	504,449.97	5,817,045.35
Transfer	01/28/2025			LD-Monthly Bond Payment Transfer	-25,192.32	5,791,853.03
Transfer	01/28/2025			LD-Monthly Bond Payment Transfer	-138,724.00	5,653,129.03
Transfer	01/28/2025			MC-Monthly Bond Payment Transfer	-22,669.22	5,630,459.81
Transfer	01/28/2025			Bond Payment Transfer	-145,281.19	5,485,178.62
Transfer	01/28/2025			HC-Monthly Bond Payment Transfer	0.00	5,485,178.62
Transfer	01/28/2025			HC-Monthly Bond Payment Transfer	0.00	5,485,178.62
Transfer	01/28/2025			HC-Monthly Bond Payment Transfer	-59,862.19	5,425,316.43

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
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Type	Date	Num	Name	Memo	Amount	Balance
Transfer	01/28/2025			HC-Monthly Bond Payment Transfer	-13,527.39	5,411,789.04
Transfer	01/28/2025			WR-Monthly Bond Payment Transfer	-247,908.55	5,163,880.49
Transfer	01/28/2025			WR-Monthly Bond Payment Transfer	-236,352.81	4,927,527.68
Transfer	01/28/2025			WR-Monthly Bond Payment Transfer	-89,098.92	4,838,428.76
Transfer	01/28/2025			Monthly Bond Payment Transfer	-22,479.93	4,815,948.83
Transfer	01/28/2025			LD-Monthly R&R Funds Transfer	-170,758.58	4,645,190.25
Transfer	01/28/2025			MC-Monthly R&R Funds Transfer	-169,684.87	4,475,505.38
Transfer	01/28/2025			WR-Monthly R&R Funds Transfer	0.00	4,475,505.38
Transfer	01/28/2025			HC-Monthly R&R Funds Transfer	-168,743.24	4,306,762.14
Transfer	01/28/2025			LD-Monthly Membrane Transfer	-9,033.02	4,297,729.12
Transfer	01/28/2025			HC-Monthly Membrane Transfer	-39,998.40	4,257,730.72
Transfer	01/28/2025			December Overages	-73.03	4,257,657.69
Transfer	01/29/2025			The Anchor Group-Hardy Road Replacement Fence	14,298.00	4,271,955.69
Transfer	01/29/2025			Ardurra Group-Wells Ranch II Generator Project	22,714.30	4,294,669.99
Transfer	01/30/2025			Garver LD Strainer Improvements	44,331.45	4,339,001.44
Deposit	01/30/2025			Deposit	361,248.86	4,700,250.30
Bill Pmt -Check	01/31/2025	ACH	Texas Fleet Fuel	Vehicle & Equipment Fuel	-1,345.95	4,698,904.35
Bill Pmt -Check	01/31/2025	39094	Aflac	Employee Voluntary Insurance	-1,403.14	4,697,501.21
Bill Pmt -Check	01/31/2025	39095	Avesis	Employee Vision Insurance	-227.90	4,697,273.31
Bill Pmt -Check	01/31/2025	39096	Council Automotive Supply	Forklift Maintenance	-158.54	4,697,118.77
Bill Pmt -Check	01/31/2025	39097	Dynamic Mechanical Contracting	Chiller Leak @ LD	-1,491.53	4,695,625.24
Bill Pmt -Check	01/31/2025	39098	Frantiska Powers	Mileage Reimbursement	-103.18	4,695,522.06
Bill Pmt -Check	01/31/2025	39099	Garver, LLC	LD Strainer Improvements	-44,331.45	4,651,190.61
Bill Pmt -Check	01/31/2025	39100	Grainger	Well Gauge	-615.49	4,650,575.12
Bill Pmt -Check	01/31/2025	39101	Guadalupe County Groundwater Cons Distr	GW Transport/Pumping Fees	-16,840.01	4,633,735.11
Bill Pmt -Check	01/31/2025	39102	Guadalupe County Tax A/C	2022 Ram	-7.50	4,633,727.61
Bill Pmt -Check	01/31/2025	39103	Hach Company	Lab Supplies	-3,308.75	4,630,420.86
Bill Pmt -Check	01/31/2025	39104	Hawkins, Inc.	Chemicals	-30,355.20	4,600,065.66
Bill Pmt -Check	01/31/2025	39105	J.R.'s Hydraulics	Forklift Maintenance	-1,348.73	4,598,716.93
Bill Pmt -Check	01/31/2025	39106	Lhoist North America of Texas, LLC	Lime	-28,268.05	4,570,448.88
Bill Pmt -Check	01/31/2025	39107	Mission Controls & Automation	VFD Fans @ Wagner	-782.47	4,569,666.41
Bill Pmt -Check	01/31/2025	39108	Standard Insurance Company	Employee Life, STD, & LTD Insurance	-1,248.18	4,568,418.23
Bill Pmt -Check	01/31/2025	39109	Waste Management	Garbage Disposal	-1,676.30	4,566,741.93
Bill Pmt -Check	01/31/2025	39110	Williams Supply Company	Supplies	-125.42	4,566,616.51
Bill Pmt -Check	01/31/2025	39111	Guadalupe County Tax A/C	2016 Nissan	-7.50	4,566,609.01
Bill Pmt -Check	01/31/2025	39112	Guadalupe County Tax A/C	VOID: 2003 Int'l Crane Truck	0.00	4,566,609.01
Deposit	01/31/2025			Interest	1,638.67	4,568,247.68
					<u>-62,110.61</u>	<u>4,568,247.68</u>

CANYON REGIONAL WATER AUTHORITY

Legal Fees by Payee

October 2024 through January 2025

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
Attorney R. L. Wilson						
Bill	10/31/2024	3940	Attorney R. L. Wilson	Nanostone	1,650.00	1,650.00
Bill	10/31/2024	3942	Attorney R. L. Wilson	Wells Ranch (10/01/2024 - 10/31/2024)	3,575.00	5,225.00
Bill	10/31/2024	3938	Attorney R. L. Wilson	General & Contracts (10/01/2024- 10/31/2024)	7,725.00	12,950.00
Bill	10/31/2024	3939	Attorney R. L. Wilson	Hays Caldwell (10/01/2024 - 10/31/2024)	4,200.00	17,150.00
Bill	10/31/2024	3938	Attorney R. L. Wilson	General & Contracts (10/01/2024- 10/31/2024)	900.00	18,050.00
Bill	11/30/2024	3965	Attorney R. L. Wilson	Wells Ranch (11/01/2024 - 11/30/2024)	240.00	18,290.00
Bill	11/30/2024	3963	Attorney R. L. Wilson	Contracts & General (11/01/2024 - 11/30/2024)	195.00	18,485.00
Bill	11/30/2024	3963	Attorney R. L. Wilson	Contracts & General (11/01/2024 - 11/30/2024)	1,365.00	19,850.00
Bill	11/30/2024	3962	Attorney R. L. Wilson	General Matters (11/01/2024 - 11/30/2024)	5,430.00	25,280.00
Total Attorney R. L. Wilson					25,280.00	25,280.00
Charles C. Bailey						
Che...	11/01/2024	38700	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	2,000.00
Che...	11/22/2024	38814	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	4,000.00
Che...	01/23/2025	39074	Charles C. Bailey	Monthly Governmental Consulting Services	4,000.00	8,000.00
Total Charles C. Bailey					8,000.00	8,000.00
Collaborative Water Resolution, LLC						
Bill	01/22/2025		Collaborative Wate...	Water Resources Manager Recruiter	18,125.00	18,125.00
Total Collaborative Water Resolution, LLC					18,125.00	18,125.00
Langley & Banack						
Bill	10/31/2024	579593	Langley & Banack	Legal Fees (10/01/2024 - 10/31/2024)	17,140.00	17,140.00
Bill	10/31/2024	579593	Langley & Banack	Legal Fees (10/01/2024 - 10/31/2024)	2,360.00	19,500.00
Bill	10/31/2024	579593	Langley & Banack	Legal Fees (10/01/2024 - 10/31/2024)	4,040.00	23,540.00
Bill	10/31/2024	579593	Langley & Banack	Legal Fees (10/01/2024 - 10/31/2024)	7,600.00	31,140.00
Bill	10/31/2024	579593	Langley & Banack	Legal Fees (10/01/2024 - 10/31/2024)	53.00	31,193.00
Bill	10/31/2024	579593	Langley & Banack	Legal Fees (10/01/2024 - 10/31/2024)	900.00	32,093.00
Bill	11/30/2024		Langley & Banack	Legal Fees (11/01/2024 - 11/30/2024)	9,060.00	41,153.00
Bill	11/30/2024		Langley & Banack	Legal Fees (11/01/2024 - 11/30/2024)	162.50	41,315.50
Bill	11/30/2024		Langley & Banack	Legal Fees (11/01/2024 - 11/30/2024)	4,840.00	46,155.50
Bill	11/30/2024		Langley & Banack	Legal Fees (11/01/2024 - 11/30/2024)	800.00	46,955.50
Bill	11/30/2024		Langley & Banack	Legal Fees (11/01/2024 - 11/30/2024)	1,820.00	48,775.50
Bill	11/30/2024		Langley & Banack	Legal Fees (11/01/2024 - 11/30/2024)	395.50	49,171.00
Total Langley & Banack					49,171.00	49,171.00
Law Offices of Patricia Erlinger Carls						
Bill	01/31/2025	1329	Law Offices of Patr...	GCUWCD Rule Amendment & Permitting Matters	3,871.50	3,871.50
Total Law Offices of Patricia Erlinger Carls					3,871.50	3,871.50
TOTAL					104,447.50	104,447.50

CANYON REGIONAL WATER AUTHORITY

Legal Fees by Category

October 2024 through January 2025

Type	Date	Num	Name	Memo	Amount
Other Charges					
Legal & professional fees					
Contracts					
Bill	10/31/2024	3940	Attorney R. L. Wilson	Nanostone	1,650.00
Bill	10/31/2024	3939	Attorney R. L. Wilson	Hays Caldwell (10/01/2024 - 10/31/2024)	4,200.00
Bill	10/31/2024	3938	Attorney R. L. Wilson	General & Contracts (10/01/2024- 10/31/2024)	900.00
Bill	10/31/2024	579593	Langley & Banack	Legal Fees (10/01/2024 - 10/31/2024)	2,360.00
Bill	10/31/2024	579593	Langley & Banack	Legal Fees (10/01/2024 - 10/31/2024)	4,040.00
Bill	10/31/2024	579593	Langley & Banack	Legal Fees (10/01/2024 - 10/31/2024)	7,600.00
Bill	10/31/2024	579593	Langley & Banack	Legal Fees (10/01/2024 - 10/31/2024)	900.00
Bill	11/30/2024		Langley & Banack	Legal Fees (11/01/2024 - 11/30/2024)	162.50
Bill	11/30/2024		Langley & Banack	Legal Fees (11/01/2024 - 11/30/2024)	4,840.00
Bill	11/30/2024		Langley & Banack	Legal Fees (11/01/2024 - 11/30/2024)	800.00
Bill	11/30/2024	3963	Attorney R. L. Wilson	Contracts & General (11/01/2024 - 11/30/2024)	1,365.00
Total Contracts					28,817.50
Wells Ranch					
Bill	10/31/2024	3942	Attorney R. L. Wilson	Wells Ranch (10/01/2024 - 10/31/2024)	3,575.00
Bill	11/30/2024	3965	Attorney R. L. Wilson	Wells Ranch (11/01/2024 - 11/30/2024)	240.00
Total Wells Ranch					3,815.00
General					
Bill	10/31/2024	3938	Attorney R. L. Wilson	General & Contracts (10/01/2024- 10/31/2024)	7,725.00
Bill	10/31/2024	579593	Langley & Banack	Legal Fees (10/01/2024 - 10/31/2024)	17,140.00
Bill	10/31/2024	579593	Langley & Banack	Legal Fees (10/01/2024 - 10/31/2024)	53.00
Bill	11/30/2024		Langley & Banack	Legal Fees (11/01/2024 - 11/30/2024)	9,060.00
Bill	11/30/2024		Langley & Banack	Legal Fees (11/01/2024 - 11/30/2024)	1,820.00
Bill	11/30/2024		Langley & Banack	Legal Fees (11/01/2024 - 11/30/2024)	395.50
Bill	11/30/2024	3963	Attorney R. L. Wilson	Contracts & General (11/01/2024 - 11/30/2024)	195.00
Bill	11/30/2024	3962	Attorney R. L. Wilson	General Matters (11/01/2024 - 11/30/2024)	5,430.00
Bill	01/22/2025		Collaborative Water...	Water Resources Manager Recruiter	18,125.00
Bill	01/31/2025	1329	Law Offices of Patri...	GCUWCD Rule Amendment & Permitting Ma...	3,871.50
Total General					63,815.00
Legislation					
Check	11/01/2024	38700	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00
Check	11/22/2024	38814	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00
Check	01/23/2025	39074	Charles C. Bailey	Monthly Governmental Consulting Services	4,000.00
Total Legislation					8,000.00
Total Legal & professional fees					104,447.50
Total Other Charges					104,447.50
TOTAL					104,447.50

Wells Ranch Project - Phase II
Bond Series 2015
Budget vs. Actual
January 31, 2025

	TOTAL BUDGET	TOTAL DISBURSEMENTS	% Complete
Wells Ranch Series 2015 Bond Proceeds	42,000,000.00	42,000,000.00	100.00%
Bond Issue Costs	420,840.00	420,840.00	100.00%
Capitalized Interest	1,664,000.00	1,664,000.00	100.00%
Beginning Cash Available for Project	39,915,160.00	39,915,160.00	100.00%
Preliminary Engineering Report	25,000.00	25,000.00	100.00%
Environmental Services	54,080.82	54,080.82	100.00%
Engineering Add'l Services (RCE Inspections)	317,067.50	317,067.50	100.00%
Inspection Services (HOT)	37,510.00	37,510.00	100.00%
SCADA Engineering Services	50,000.00	50,000.00	100.00%
Legal Notices	22,940.45	22,940.45	100.00%
Prof Services-TWDB Assistance	15,887.86	15,887.86	100.00%
Santa Clara Road TM	4,545,112.65	4,545,112.65	100.00%
Crystal Clear TM	3,102,090.36	3,102,090.36	100.00%
Wagner Booster Station Expansion	4,472,598.27	4,472,598.25	100.00%
Wells Ranch Plant Improvements	7,678,408.73	7,678,407.73	100.00%
Leissner Booster Station Imp.			
Legal Fees	110,925.31	110,925.31	100.00%
Basic Engineering Services	227,160.00	227,160.00	100.00%
Engineering Add'l Services	50,078.25	48,272.75	96.39%
Construction Costs - 2 MG Tank (Preload)	1,533,365.90	1,533,365.90	100.00%
Construction Costs - Facility (Payton)	1,185,478.00	1,185,478.00	100.00%
SCADA	16,000.00	16,000.00	100.00%
Total Leissner Booster Stn Expansion	3,123,007.46	3,121,201.96	99.94%
Oak Tree Elevated Storage Tank	2,778,256.00	2,778,256.02	100.00%
Well Field (7 wells)	10,812,545.17	10,812,544.67	100.00%
Generator Installation Project			
Legal, Consultant Fees	87,398.35	87,398.35	100.00%
Legal Notices	5,864.16	5,864.16	100.00%
Basic Engineering Services	203,320.00	172,822.00	85.00%
Engineering Add'l Services	9,000.00	9,000.00	100.00%
Generator Project Rework	252,287.75	252,287.75	100.00%
Deadman Well Site			
Generator Cost	71,265.00	71,265.00	100.00%
Generator Installation	202,500.00	202,500.00	100.00%
Total Deadman Well Site	273,765.00	273,765.00	100.00%
Deer Stand Well Site			
Generator Cost	71,265.00	71,265.00	100.00%
Generator Installation	202,500.00	202,500.00	100.00%
Total Deer Stand Well Site	273,765.00	273,765.00	100.00%
Wells Ranch WTP Site			
Generator Cost-WTP	317,295.00	317,295.00	100.00%
Generator Cost-MCC-2	279,140.00	279,140.00	100.00%
Generator Installation-WTP	412,350.00	412,350.00	100.00%
Generator Installation-MCC-2	376,140.00	376,140.00	100.00%
Total Wells Ranch WTP Site	1,384,925.00	1,384,925.00	100.00%
Leissner BPS Site			
Generator Cost	212,200.00	212,200.00	100.00%
Generator Installation	337,000.00	337,000.00	100.00%
Total Leissner BPS Site	549,200.00	549,200.00	100.00%
Wagner Booster Station			
Generator Cost	212,200.00	212,200.00	100.00%
Generator Installation	259,000.00	259,000.00	100.00%
Total Wagner Booster Station	471,200.00	471,200.00	100.00%
Well #5 & Well #13 Generator Cost	71,710.00	71,710.00	100.00%
Mobilization, Bonds & Insurance	119,000.00	119,000.00	100.00%
Total Generator Installation Project	3,701,435.26	3,670,937.26	99.18%
Total Phase II - 2015	40,735,940.53	40,703,635.53	99.92%
Unallocated Contingency	-820,780.53		
Total Expenditures		40,703,635.53	
Interest Income		449,425.21	
Cash from General Funds		236,608.38	
Cash from Repair & Replacement Funds		236,504.48	
Ending Cash		134,062.54	

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Accrual Basis

Wells Ranch Phase II - 2015
Account QuickReport
As of January 31, 2025

Type	Date	Num	Name	Memo	Amount	Balance
BOKF, NA, Austin - Escrow						132,782.78
Deposit	01/02/2025			Interest	446.27	133,229.05
Total BOKF, NA, Austin - Escrow					446.27	133,229.05
Logic-Construction Acct						830.35
Deposit	01/31/2025			Interest	3.14	833.49
Total Logic-Construction Acct					3.14	833.49
TOTAL					449.41	134,062.54

Hays Caldwell WTP Improvements

Budget vs. Actual

January 31, 2025

	TOTAL BUDGET	TOTAL DISBURSEMENTS	%
Hays Caldwell Series 2017 Bond Net Proceeds	4,801,596.00	4,801,596.00	100.00%
Hays Caldwell Series 2021 Bond Net Proceeds	12,355,000.00	12,355,000.00	100.00%
City of San Marcos Cash Contribution	511,593.00	511,593.00	100.00%
City of San Marcos Cash Contribution	4,634,982.00	4,634,982.00	100.00%
Beginning Cash Available for Project	22,303,171.00	22,303,171.00	100.00%
Land Purchase - 2.009 Acres	555,628.44	555,628.44	100.00%
Advertisement for Bids	4,908.38	4,908.38	100.00%
TWDB D-Fund Application Services	35,700.00	35,700.00	100.00%
HMGP Application	12,000.00	12,000.00	100.00%
Basic Engineering Services:			
Preliminary Phase	403,700.00	403,700.00	100.00%
Design Phase	728,400.00	728,400.00	100.00%
Bid Phase	73,900.00	64,293.00	87.00%
Construction Phase	458,800.00	38,998.00	8.50%
Total Basic Engineering Services	1,664,800.00	1,235,391.00	74.21%
Additional Engineering Services:			
Grant Application Services	6,927.90	6,927.90	100.00%
Environmental Review & Permitting	121,200.00	113,226.30	93.42%
Topographic Survey	36,900.00	32,950.00	89.30%
Warranty Phase	30,900.00		0.00%
Start-Up Services	59,000.00		0.00%
O&M Manual Update	16,900.00		0.00%
Water Treatment Plant Audit	0.00		0.00%
Flood Protection	0.00		0.00%
CT Study & TCEQ Update	17,000.00	16,954.00	99.73%
Constr Observation & Resident	174,000.00		0.00%
Geotechnical Investigation	76,200.00	76,186.25	99.98%
TWDB & TCEQ Coordination	102,500.00	102,912.29	100.40%
Power System Study	55,000.00	55,000.00	100.00%
City of San Marcos Permitting	104,200.00	104,270.89	100.07%
City of San Marcos Platting	28,900.00	30,032.00	103.92%
Ozone Bldg Upgrade to CMU	49,800.00	46,813.60	94.00%
TCEQ Pilot Study	4,000.00		0.00%
Preconstruction T&E Surveys-Terrestrial	2,600.00		0.00%
Preconstruction T&E Surveys-Mussels	8,500.00		0.00%
Dewatering Aquatic Resources	27,600.00	27,595.50	99.98%
Geotechnical Baseline for River Intake	4,800.00	4,782.50	99.64%
Cultural Resources Constr Monitoring	42,500.00		0.00%
OSSF Irrigation Reconfig & Permitting	9,000.00		0.00%
HCWTP Ozone Deman & Decay Testing	9,992.00	9,992.00	100.00%
Total Additional Engineering Services	988,419.90	627,643.23	63.50%
Caldwell County Permits	51,950.00	51,950.00	100.00%
City of San Marcos-Permits	19,323.14	19,323.14	100.00%
SCADA			
Design Fees	20,000.00	3,963.75	19.82%
Construction Costs	150,000.00		0.00%
Total SCADA Costs	170,000.00	3,963.75	2.33%
Bluebonnet Electric Coop - Service Entrances & Easements	61,512.02	61,512.02	100.00%
Miscellaneous Fees	3,077.04	3,077.04	100.00%

Hays Caldwell WTP Improvements Budget vs. Actual January 31, 2025

	TOTAL BUDGET	TOTAL DISBURSEMENTS	%
Construction Costs			
New 1 MG GST (DN Tanks)	4,590,000.00	763,901.60	16.64%
GST Construction Administration (CobbFendley)	223,443.24	42,736.95	19.13%
Probable Construction Costs			
Raw Water Pump Station & Intake	3,210,643.00		0.00%
Raw Water Electrical Building	346,491.00		0.00%
Yard Piping	1,160,146.00		0.00%
Clarifier Upgrades	2,656,275.00		0.00%
Splitter Box	760,340.00		0.00%
Chemical Feed & Storage	372,721.00		0.00%
Ozone Improvements	4,209,987.00		0.00%
Existing GST Rehab	311,740.00		0.00%
HSPS Improvements	698,145.00		0.00%
Recycle Pump Station	113,687.00		0.00%
Decant Pump Station	179,174.00		0.00%
Decant Ponds	611,499.00		0.00%
Site Civil Paving, etc.	1,961,807.00		0.00%
Electrical Improvement	4,842,702.00		0.00%
Instrumentations & Controls	1,372,320.00		0.00%
Subtotal	22,807,677.00	0.00	0.00%
Additive Alternate: 200kW Generator	813,704.00		0.00%
Additive Alternate: 350kW Generator	1,260,262.00		0.00%
Additive Alternate: Motorized Gates	60,480.00		0.00%
Additive Alternate: Security System Integ.	36,000.00		0.00%
Total Probable Construction Costs	24,978,123.00	0.00	0.00%
Total Hays Caldwell WTP Improvements	33,358,885.16	3,417,735.55	10.25%
Unallocated Contingency	-11,055,714.16		0.00%
Total Expenditures		3,417,735.55	
Interest Income		2,757,079.06	
Paid from General Funds-Electrical Easement		1,000.00	
Ending Cash		21,643,514.51	

Hays Caldwell WTP Improvements

Banking Activity

As of January 31, 2025

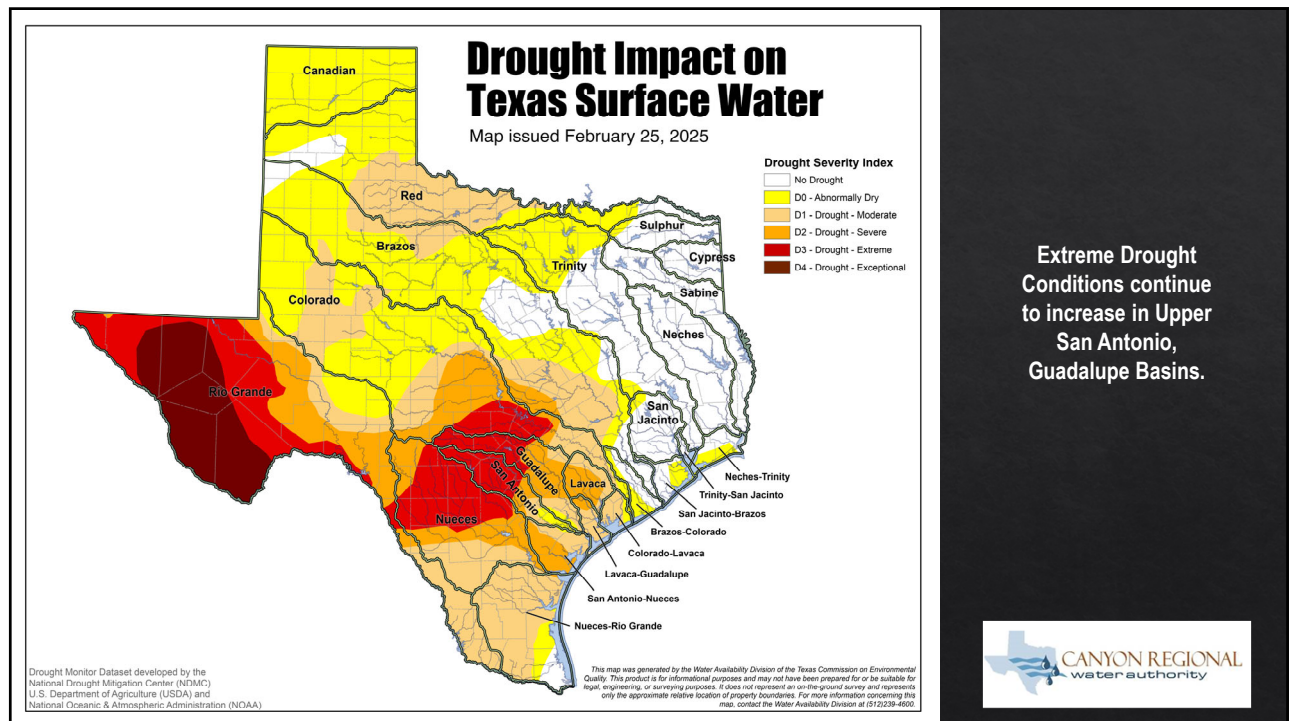
Type	Date	Num	Name	Memo	Amount	Balance
First United, Special #7162						0.00
Check	01/10/2025	4935	Cobb Fendley	Services 11/01/24-11/30/24	-12,087.20	-12,087.20
Transfer	01/10/2025			Funds Transfer	12,087.20	0.00
General J...	01/10/2025	01-01		Post Credit Card Payment, Express ...	-600.62	-600.62
General J...	01/10/2025	01-01		Post Credit Card Payment, Express ...	600.62	0.00
Check	01/17/2025	4936	LNV, Inc.	Engineering Fees	-45,615.33	-45,615.33
Check	01/17/2025	4937	Cobb Fendley	Services 09/01/24-10/31/24	-30,649.75	-76,265.08
Transfer	01/17/2025			Funds Transfer	76,265.08	0.00
Check	01/31/2025	4938	DN Tanks, LLC	Pay Application 3rl	-142,675.46	-142,675.46
Transfer	01/31/2025			Funds Transfer	142,675.46	0.00
Total First United, Special #7162					0.00	0.00
Logic, Construction Acct						17,398,955.78
Transfer	01/10/2025			Funds Transfer	-12,087.20	17,386,868.58
General J...	01/10/2025	01-01		Post Credit Card Payment, Express ...	-600.62	17,386,267.96
Transfer	01/17/2025			Funds Transfer	-76,265.08	17,310,002.88
Transfer	01/31/2025			Funds Transfer	-142,675.46	17,167,327.42
Deposit	01/31/2025			Interest	66,870.39	17,234,197.81
Total Logic, Construction Acct					-164,757.97	17,234,197.81
BOKF, NA						4,394,171.68
Deposit	01/02/2025			Interest	15,145.02	4,409,316.70
Total BOKF, NA					15,145.02	4,409,316.70
TOTAL					-149,612.95	21,643,514.51

CRWA
Board of Trustees
Drought Report

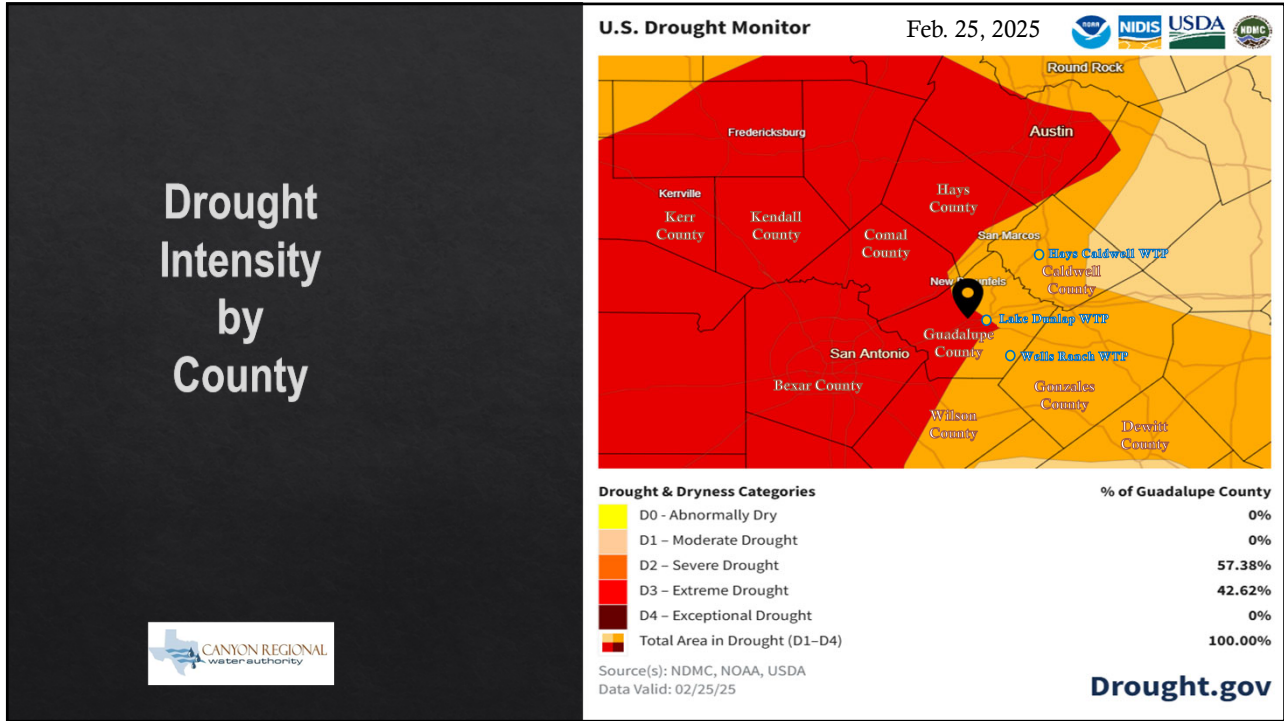
March 10, 2025



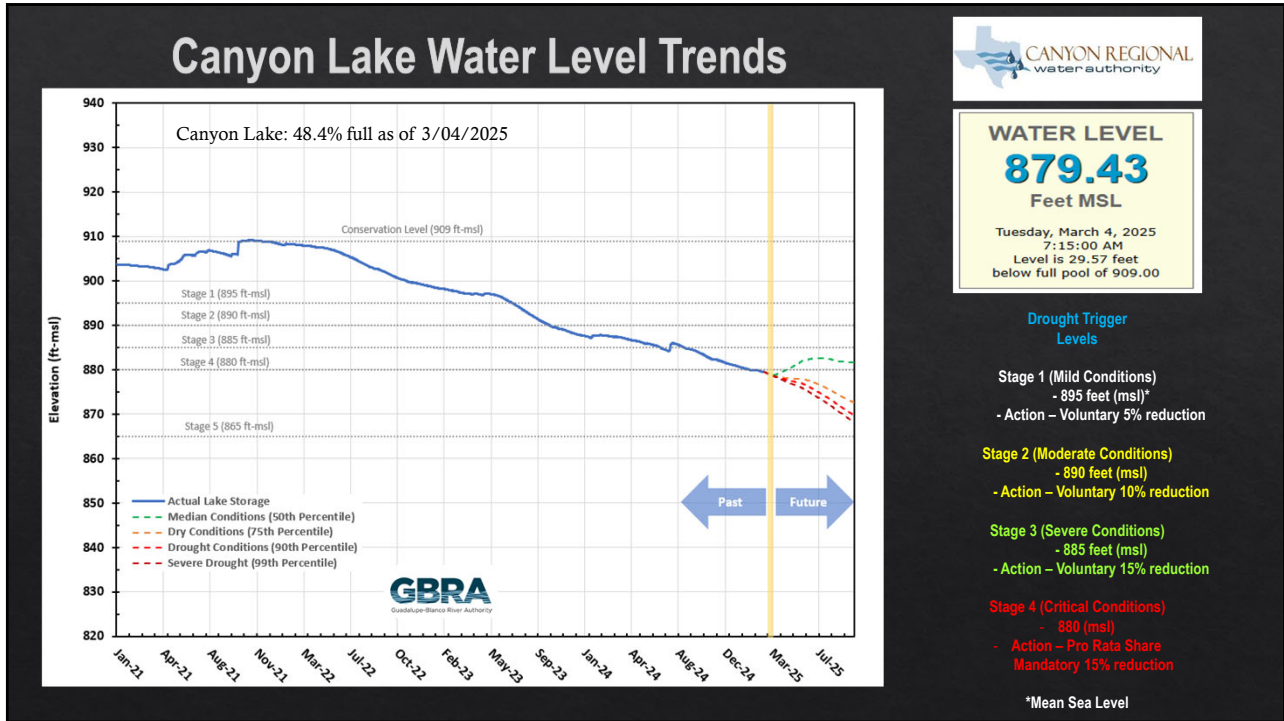
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2

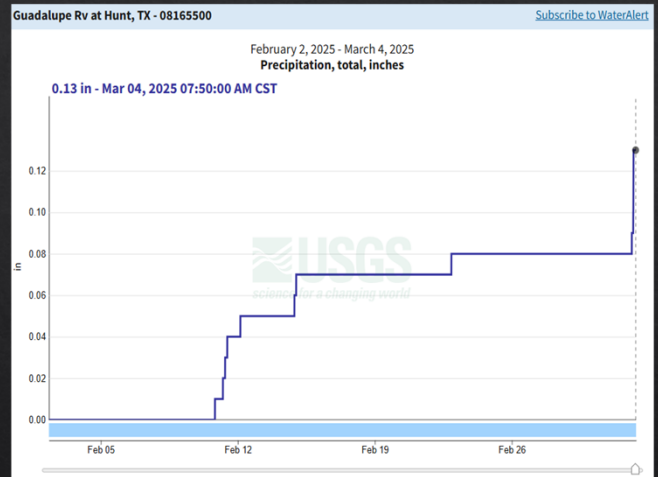
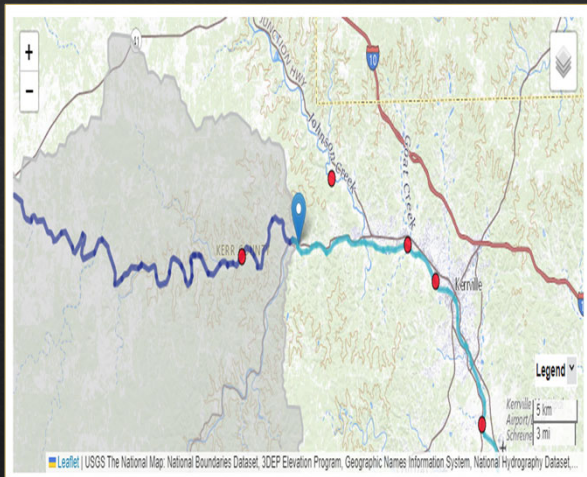


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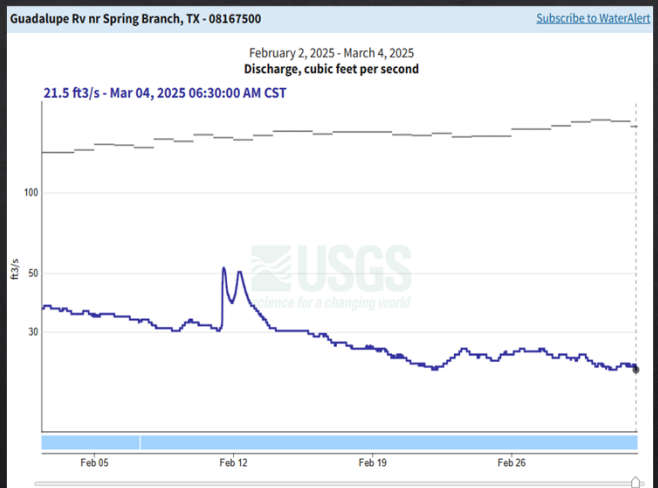
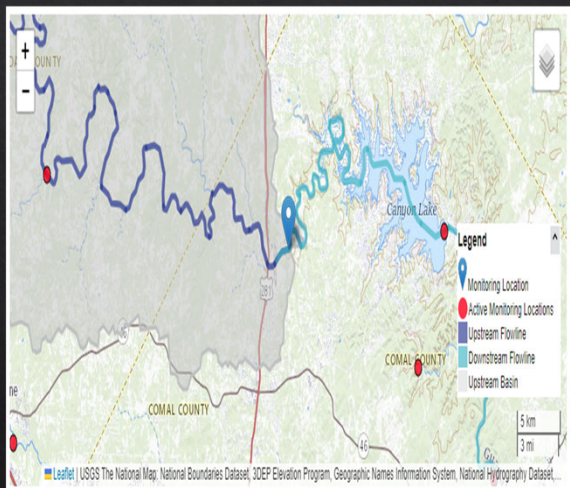
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Precipitation above Canyon Lake – Kerr County



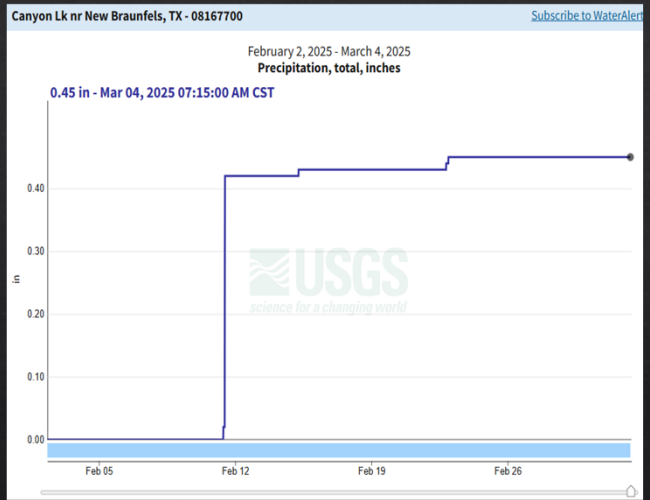
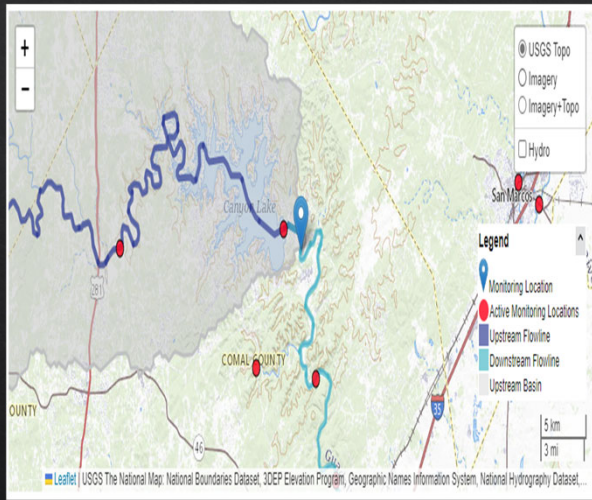
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Canyon Lake In-Flow (ft³/s)



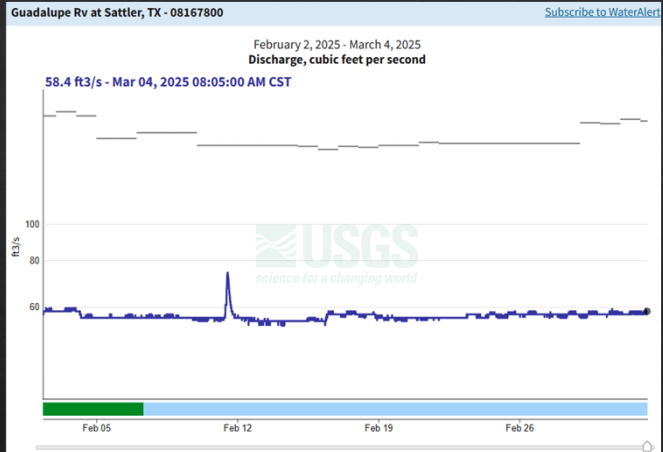
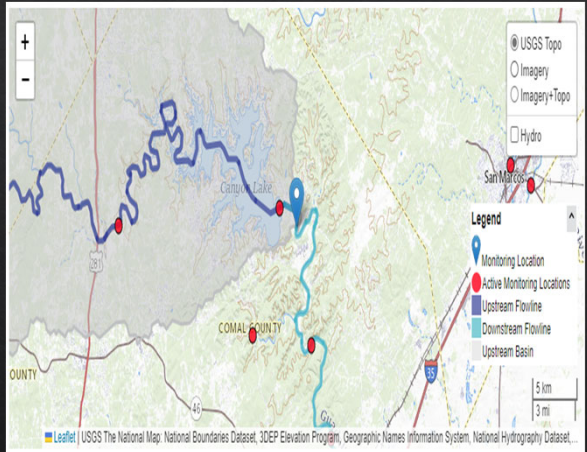
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Precipitation below Canyon Lake



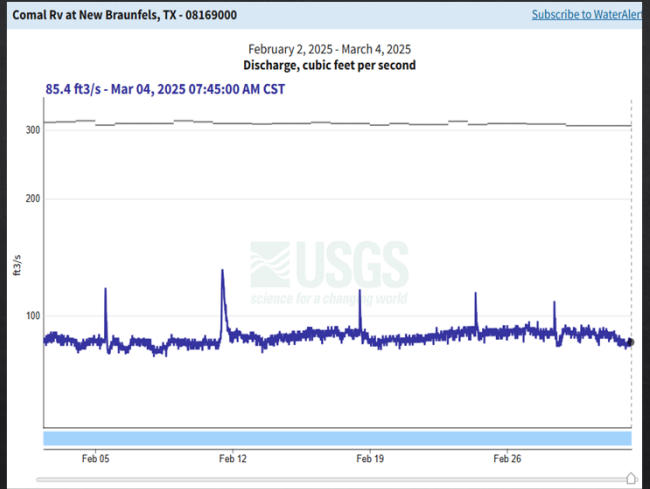
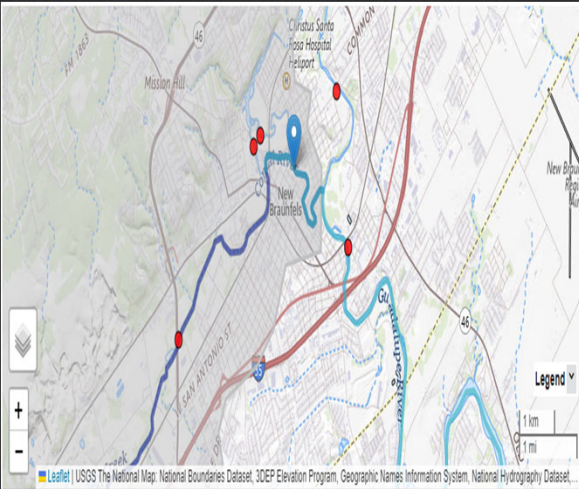
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Canyon Lake Out-Flow (ft³/s)



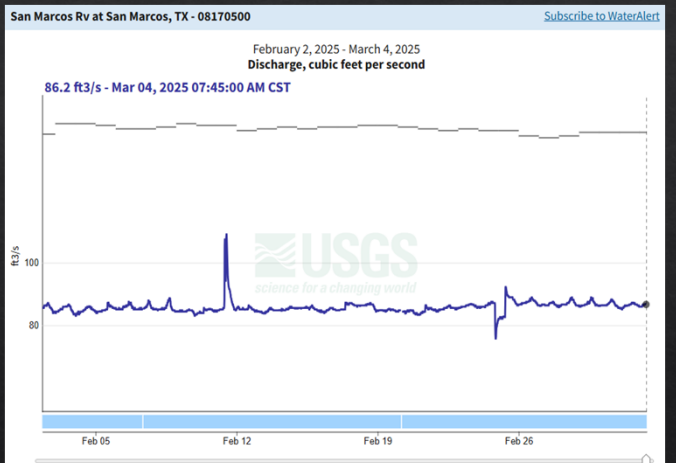
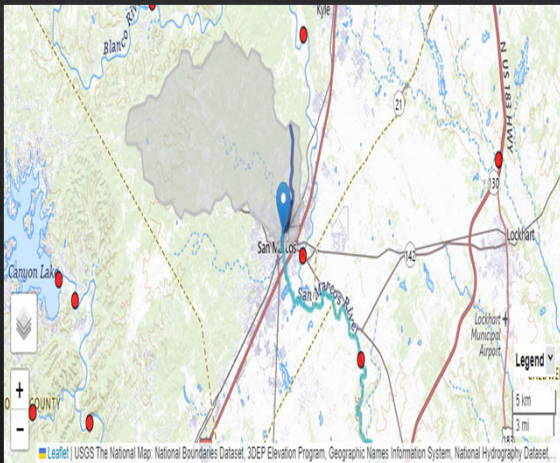
8

Comal Spring Flow (ft³/s)



9

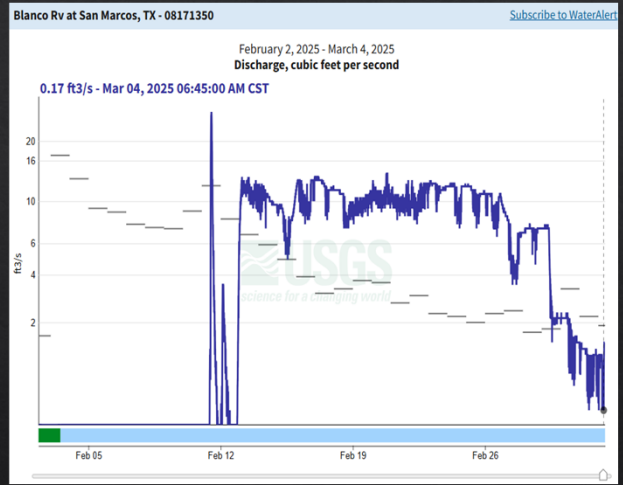
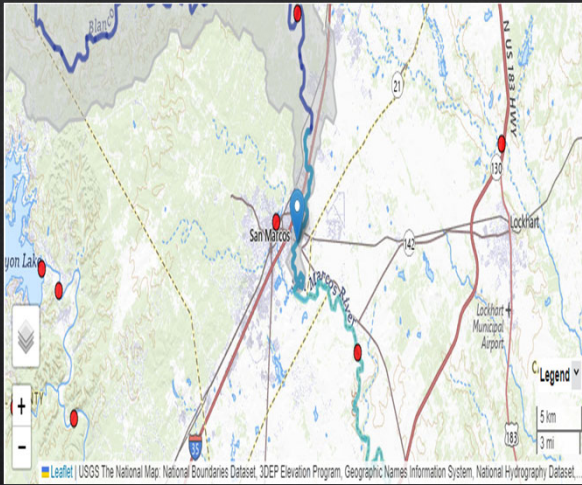
San Marcos Spring Flow (ft³/s)



10

43

Blanco River Flow at San Marcos (ft³/s)



11



12

44

Lake Dunlap WTP / Wells Ranch WTP / Hays Caldwell WTP Usage Report

CRWA Monthly Production, Daily Average and Peak Day

2025	Lake Dunlap WTP			Wells Ranch WTP			Hays Caldwell WTP		
Date	Total Monthly Production MG	Production Daily Average MG	Production Peak Day MG	Total Monthly Production MG	Production Daily Average MG	Production Peak Day MG	Total Monthly Production MG	Production Daily Average MG	Production Peak Day MG
Jan-25	205.46	6.63	8.94	272.12	8.78	11.10	57.70	1.86	2.16
Feb-25	204.31	7.30	10.32	235.28	8.40	10.04	46.15	1.65	2.07
Mar-25									
Apr-25									
May-25									
Jun-25									
Jul-25									
Aug-25									
Sep-25									
Oct-25									
Nov-25									
Dec-25									
YTD	409.77	6.96	10.32	507.40	8.59	11.10	103.85	1.75	2.16

Comments:

Acronyms:

WTP = Water Treatment Plant

MG = Million Gallons

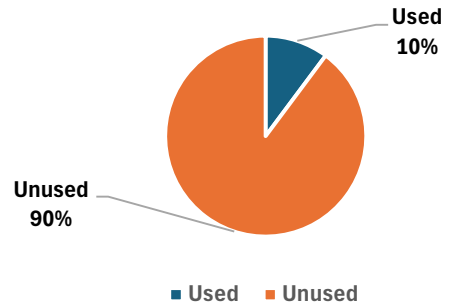
Lake Dunlap WTP / Wells Ranch WTP / Hays Caldwell WTP Usage Report

YEAR 2025 (January thru February)

Lake Dunlap WTP Raw Water Use

	Annual Allocation Acre-feet	YTD Use Acre-feet	Available Acre-feet
GBRA Leased Water	10,575.00	1,056.47	9,518.53
Lake Dunlap Water Rights			
#18-3829	400.00	26.00	374.00
#18-3832-A	44.00	7.52	36.48
#18-3833-B	30.50	8.00	22.50
#18-3834	71.48	15.00	56.48
#18-3834-A	18.52	0.00	18.52
Crystal Clear SUD GBRA Lease	500.00	70.42	429.58
Totals	11,639.50	1,183.41	10,456.09

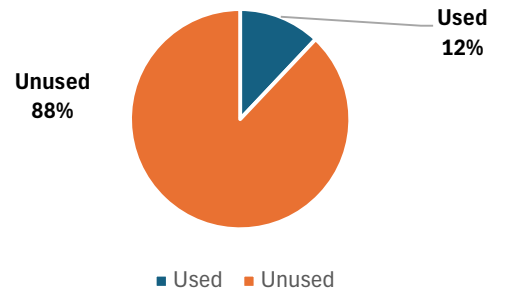
Lake Dunlap Raw Water Use



Wells Ranch WTP Raw Water Use

	Annual Allocation Acre-feet	YTD Use Acre-feet	Available Acre-feet
Guadalupe County			
Carrizo Permit	3,174.68	280.36	2,894.32
Wilcox Permit	3,026.00	450.15	2,575.85
Gonzales County			
Carrizo Permit	8,320.05	1,017.63	7,302.42
Totals	14,520.73	1,748.14	12,772.59

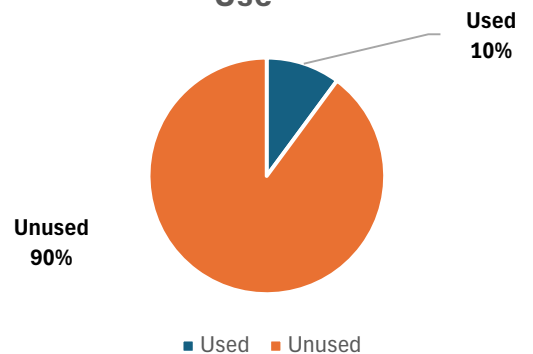
Wells Ranch Raw Water Use



Hays Caldwell WTP Raw Water Use

	Annual Allocation Acre-feet	YTD Use Acre-feet	Available Acre-feet
GBRA Leased Water	2,038.00	294.63	1,743.37
Hays Caldwell Water Rights			
#18-3887	516.16	0.06	516.10
#18-3889-A	24.00	0.00	24.00
#18-3888-A	320.00	26.23	293.77
Martindale			
#18-3887-D	12.00	2.00	10.00
Totals	2,910.16	322.92	2,587.24

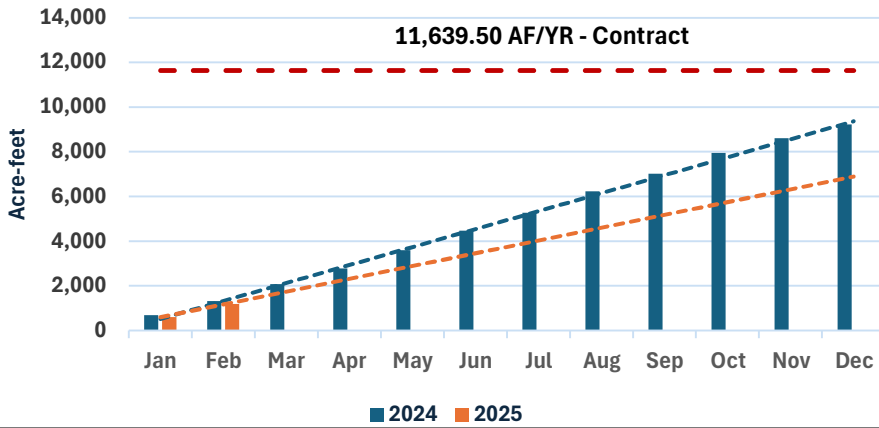
Hays Caldwell Raw Water Use



Lake Dunlap WTP / Wells Ranch WTP / Hays Caldwell WTP Usage Report

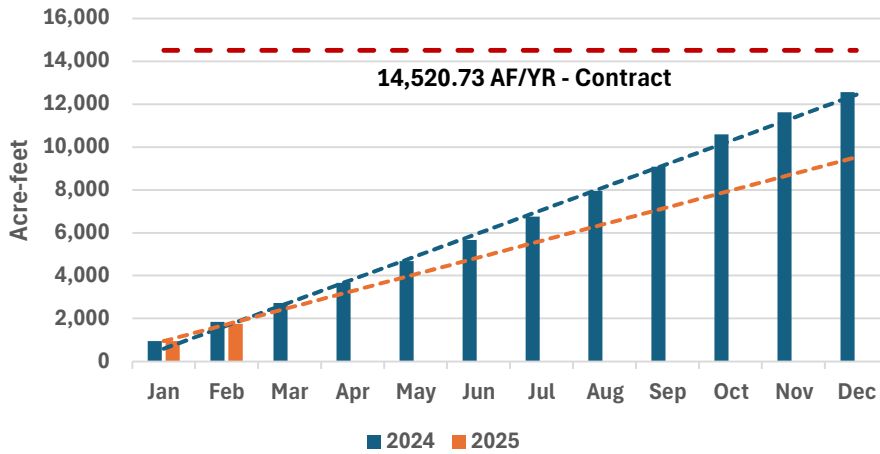
YEAR 2025 (January thru February)

Lake Dunlap - Raw Water Trend



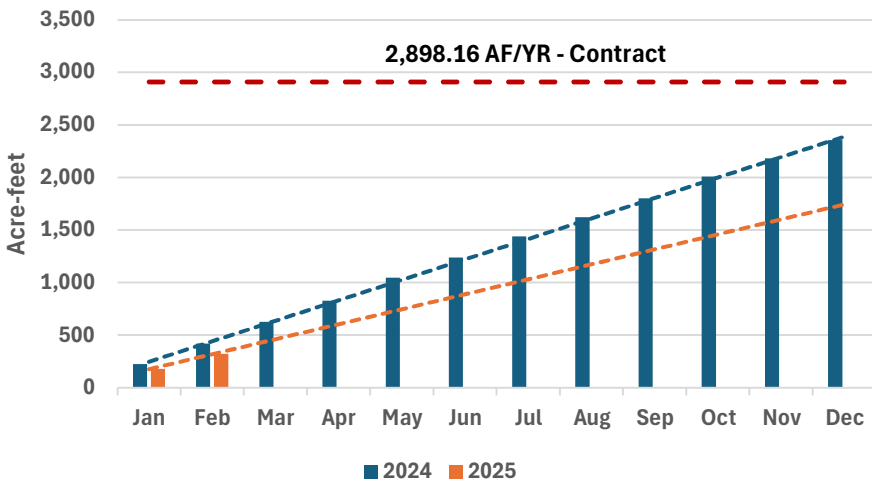
	2024 AF	2025 AF
Jan	681.87	598.97
Feb	638.35	584.44
Mar	748.85	0.00
Apr	702.67	0.00
May	825.62	0.00
Jun	871.83	0.00
Jul	794.57	0.00
Aug	959.87	0.00
Sep	794.76	0.00
Oct	926.11	0.00
Nov	663.00	0.00
Dec	609.59	0.00
Total	9,217.10	1,183.41

Wells Ranch - Raw Water Trend



	2024 AF	2025 AF
Jan	951.91	951.31
Feb	894.02	796.82
Mar	876.95	0.00
Apr	943.49	0.00
May	1,006.70	0.00
Jun	994.22	0.00
Jul	1,083.23	0.00
Aug	1,192.33	0.00
Sep	1,145.63	0.00
Oct	1,502.44	0.00
Nov	1,038.26	0.00
Dec	933.69	0.00
Total	12,562.89	1,748.14

Hays Caldwell - Raw Water Trend



	2024 AF	2025 AF
Jan	224.91	177.43
Feb	195.07	145.50
Mar	206.16	0.00
Apr	199.93	0.00
May	219.04	0.00
Jun	193.57	0.00
Jul	199.67	0.00
Aug	184.37	0.00
Sep	179.17	0.00
Oct	206.63	0.00
Nov	172.27	0.00
Dec	176.26	0.00
Total	2,357.05	322.93

Lake Dunlap WTP / Wells Ranch WTP / Hays Caldwell WTP Usage Report

YEAR 2025 (January thru February)							
Hays Caldwell Treated Water Monthly Use by Entity							
Treated (Delivered) Water	Month	County Line Acre-feet	Crystal Clear Acre-feet	Martindale Acre-feet	Maxwell Acre-feet	City of San Marcos Acre-feet	Hays Caldwell Total Treated (Delivered) Acre-feet
	Jan-25	40.81	39.78	8.08	89.99	0.00	178.66
	Feb-25	34.55	22.43	8.84	77.24	0.00	143.06
	Mar-25	0.00	0.00	0.00	0.00	0.00	0.00
	Apr-25	0.00	0.00	0.00	0.00	0.00	0.00
	May-25	0.00	0.00	0.00	0.00	0.00	0.00
	Jun-25	0.00	0.00	0.00	0.00	0.00	0.00
	Jul-25	0.00	0.00	0.00	0.00	0.00	0.00
	Aug-25	0.00	0.00	0.00	0.00	0.00	0.00
	Sep-25	0.00	0.00	0.00	0.00	0.00	0.00
	Oct-25	0.00	0.00	0.00	0.00	0.00	0.00
	Nov-25	0.00	0.00	0.00	0.00	0.00	0.00
	Dec-25	0.00	0.00	0.00	0.00	0.00	0.00
	Total Use	75.37	62.21	16.92	167.23	0.00	321.72

Lake Dunlap / Wells Ranch Treated Water Use by Entity							
Treated (Delivered) Water	Month	East Central Acre-feet	Green Valley Acre-feet	Cibolo Acre-feet	Springs Hill Acre-feet	Crystal Clear Acre-feet	*Lake Dunlap / Wells Ranch Sub-Total (1) Acre-feet
	Jan-25	217.72	339.85	144.91	120.61	85.73	908.82
	Feb-25	215.02	324.00	142.65	92.27	56.34	830.27
	Mar-25	0.00	0.00	0.00	0.00	0.00	0.00
	Apr-25	0.00	0.00	0.00	0.00	0.00	0.00
	May-25	0.00	0.00	0.00	0.00	0.00	0.00
	Jun-25	0.00	0.00	0.00	0.00	0.00	0.00
	Jul-25	0.00	0.00	0.00	0.00	0.00	0.00
	Aug-25	0.00	0.00	0.00	0.00	0.00	0.00
	Sep-25	0.00	0.00	0.00	0.00	0.00	0.00
	Oct-25	0.00	0.00	0.00	0.00	0.00	0.00
	Nov-25	0.00	0.00	0.00	0.00	0.00	0.00
	Dec-25	0.00	0.00	0.00	0.00	0.00	0.00
	Total Use	432.74	663.85	287.56	212.88	142.07	1,739.09

*See next page for Lake Dunlap Wells Ranch Treated Water Use by Entity Total.

Lake Dunlap WTP / Wells Ranch WTP / Hays Caldwell WTP Usage Report

YEAR 2025 (January thru February)							
Lake Dunlap / Wells Ranch Treated Water Monthly Use by Entity							
Treated (Delivered) Water	Month	SAWS Acre-feet	Marion Acre-feet	Converse Acre-feet	**Lake Dunlap / Wells Ranch Sub-Total (2) Acre-feet	*Lake Dunlap / Wells Ranch Sub-Total (1) Acre-feet	Lake Dunlap / Wells Ranch Total Acre-feet
	Jan-25	512.48	12.43	36.41	561.32	908.82	1,470.14
	Feb-25	495.51	9.75	32.15	537.41	830.27	1,367.68
	Mar-25	0.00	0.00	0.00	0.00	0.00	0.00
	Apr-25	0.00	0.00	0.00	0.00	0.00	0.00
	May-25	0.00	0.00	0.00	0.00	0.00	0.00
	Jun-25	0.00	0.00	0.00	0.00	0.00	0.00
	Jul-25	0.00	0.00	0.00	0.00	0.00	0.00
	Aug-25	0.00	0.00	0.00	0.00	0.00	0.00
	Sep-25	0.00	0.00	0.00	0.00	0.00	0.00
	Oct-25	0.00	0.00	0.00	0.00	0.00	0.00
	Nov-25	0.00	0.00	0.00	0.00	0.00	0.00
	Dec-25	0.00	0.00	0.00	0.00	0.00	0.00
	Total Use	1,007.99	22.18	68.56	1,098.73	1,739.09	2,837.82

*Sub-Total (1) from previous page - East Central, Green Valley, Cibolo, Springs Hill, and Crystal Clear
 **Sub-Total (2) from current page - SAWS, Marion, and Converse.

Entity Percentage Use Treated Water				
	Entity	LD/WR/HC Contract Acre-feet	YTD Use Acre-feet	% Used
	Cibolo	3,210.93	287.56	9.0%
	Converse	500.00	68.56	13.7%
	County Line	1,058.00	75.37	7.1%
	Crystal Clear - LD	1,292.39	142.07	11.0%
	Crystal Clear - HC	500.00	62.21	12.4%
	East Central	2,400.00	432.74	18.0%
	Green Valley	7,455.68	663.85	8.9%
	Marion	300.00	22.18	7.4%
	Martindale	120.00	16.92	14.1%
	Maxwell	1,230.00	167.23	13.6%
	Springs Hill	2,550.00	212.88	8.3%
	SAWS	6,300.00	1,007.99	16.0%

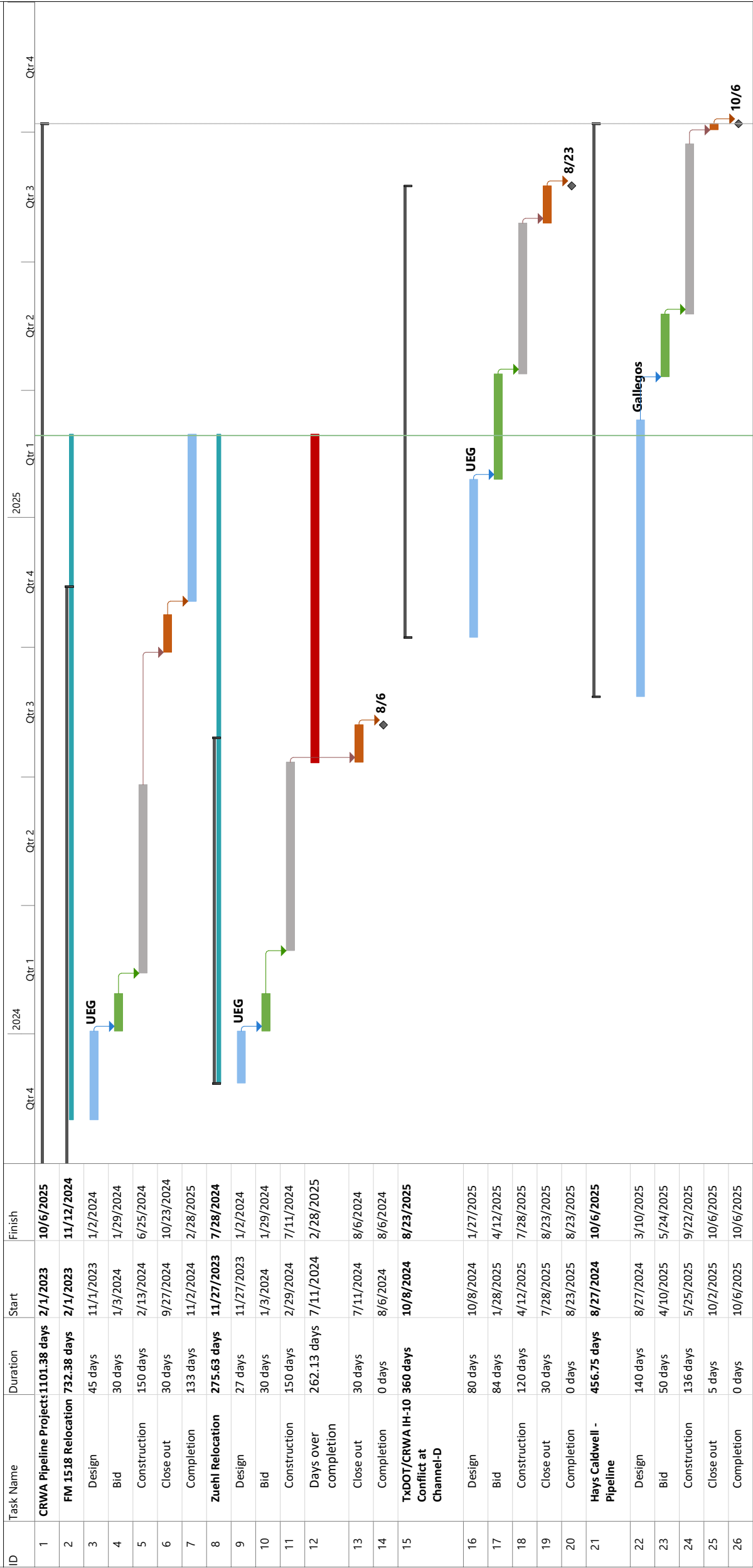
Lake Dunlap Water Treatment Plant

ID	Task Name	Duration	Start	Finish
1	Lake Dunlap Projects	637 days	8/12/2024	3/1/2026
2	Filter Strainers	414.13 days	8/12/2024	8/15/2025
3	Design	85 days	8/12/2024	12/6/2024
4	Bid	35 days	1/28/2025	2/28/2025
5	Construction	180 days	3/1/2025	8/7/2025
6	Close out	8 days	8/8/2025	8/15/2025
7	Completion	0 days	8/15/2025	8/15/2025
8	Nanostone Improvements	546 days	11/1/2024	3/1/2026
9	Design	150 days	11/1/2024	5/29/2025
10	Bid	30 days	5/30/2025	6/25/2025
11	Construction	250 days	6/25/2025	2/2/2026
12	Close out	30 days	2/2/2026	3/1/2026
13	Completion	0 days	3/1/2026	3/1/2026

50

Project: Lake Dunlap Timeline
Date: 2/28/2025

CRWA Pipeline Projects



Project: CRWA Pipeline Projects
Date: 2/28/2025

	Task		Manual Task		Start-only		Deadline
	Split		Duration-only		Finish-only		Progress
	Milestone		Manual Summary Rollup		External Tasks		Manual Progress
	Summary		Manual Summary		External Milestone		

Task Name	Duration	Start	Finish	2024	2025	2026	2027
				Qtr 1 Qtr 2 Qtr 3 Qtr 4	Qtr 1 Qtr 2 Qtr 3 Qtr 4	Qtr 1 Qtr 2 Qtr 3 Qtr 4	Qtr 1 Qtr 2 Qtr 3 Qtr 4
Hays Caldwell Projects	1462 days	7/18/2023	7/19/2027	[Timeline bar]			
Improvements Phase I	730 days	7/18/2023	7/17/2025	[Timeline bar]			
Repackage	126 days	7/18/2023	11/21/2023	[Timeline bar]			
Bid	41 days	11/21/2023	1/1/2024	[Timeline bar]			
Construction	335 days	7/17/2024	6/17/2025	[Timeline bar]			
Close out	29 days	6/18/2025	7/17/2025	[Timeline bar]			
Completion	0 days	7/17/2025	7/17/2025	[Timeline bar]			
Improvements Phase II	690 days	10/2/2024	8/23/2026	[Timeline bar]			
Repackage	65 days	10/2/2024	12/6/2024	[Timeline bar]			
Bid	56 days	12/6/2024	1/31/2025	[Timeline bar]			
Construction	465 days	4/14/2025	7/23/2026	[Timeline bar]			
Close out	30 days	7/24/2026	8/23/2026	[Timeline bar]			
Completion	0 days	8/23/2026	8/23/2026	[Timeline bar]			
Membrane Replacement	1057 days	8/26/2024	7/19/2027	[Timeline bar]			
Pilot solicitation	60 days	8/26/2024	10/25/2024	[Timeline bar]			
Board approval	103 days	10/29/2024	2/9/2025	[Timeline bar]			
Delivery and set up	151 days	2/9/2025	7/10/2025	[Timeline bar]			
Bid	32 days	10/15/2025	11/16/2025	[Timeline bar]			
Construction	609 days	11/17/2025	7/19/2027	[Timeline bar]			

Project: Hays CAldwell Timeline
Date: 2/28/2025

- Task: Blue bar
- Split: Dotted line
- Milestone: Black diamond
- Summary: Grey bar
- Project Summary: Grey bar with brackets
- Inactive Task: White bar
- Inactive Milestone: White diamond
- External Tasks: Grey bar
- External Milestone: Grey diamond
- Deadline: Green arrow
- Progress: Blue bar
- Manual Progress: Cyan bar

ID	Task Name	Duration	Start	2025	2026
				Qtr 2	Qtr 3
1	Wells Ranch Projects	696 days	8/1/2024	Qtr 1	Qtr 2
2	Wells Ranch - Well #2 & #14	460.67 days	8/1/2024	Qtr 1	Qtr 2
3	Design	74 days	8/1/2024	Qtr 1	Qtr 2
4	Bid	30 days	10/14/2024	Qtr 2	Qtr 3
5	Construction	200 days	3/20/2025	Qtr 3	Qtr 4
6	Close out	30 days	10/6/2025	Qtr 4	Qtr 1
7	Completion	0 days	11/5/2025	Qtr 1	Qtr 2
8	Wells Ranch - Generator	696 days	8/1/2024	Qtr 1	Qtr 2
10	Design	149 days	8/31/2024	Qtr 1	Qtr 2
11	Bid	32 days	1/27/2025	Qtr 2	Qtr 3
12	Construction	406 days	2/28/2025	Qtr 3	Qtr 4
13	Close out	30 days	4/10/2026	Qtr 4	Qtr 1
14	Completion	0 days	5/10/2026	Qtr 1	Qtr 2

Project: Wells Ranch Timeline (F)
Date: 2/28/2025

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond symbol
- Summary: Thick black bar
- Project Summary: Thin black bar
- Inactive Task: Thin grey bar
- Inactive Milestone: Diamond symbol
- External Tasks: Thin grey bar
- External Milestone: Diamond symbol
- Deadline: Green arrow
- Progress: Blue bar
- Manual Progress: Thin blue bar



13750 San Pedro Ave.
Suite 350
San Antonio, TX 78232
TEL 210.447.6250
www.GarverUSA.com

Canyon Regional Water Authority Lake Dunlap WTP Improvements

To: Kerry Averyt, PE
General Manager
Canyon Regional Water Authority

From: Greg Swoboda, PE

Date: February 20, 2025

RE: Lake Dunlap WTP Imp Project
Project Status Report

Below is a status update for the Lake Dunlap WTP Improvements.

Strainer Improvements

1. Garver incorporated CRWA comments into a 100% design package.
2. Contractor outreach was conducted prior to advertising the project.
3. Garver delivered the 100% design/bid documents and uploaded to CivCast on 12/9/24.
4. A non-mandatory pre-bid meeting was held on 12/17/24.
5. Five (5) general contractors attended the pre-bid meeting.
6. Garver issued Addendum No. 1 on 12/19/24.
7. Garver issued Addendum No. 2 on 1/8/25 (to change bid date).
8. Garver issued Addendum No. 3 on 1/21/25
9. Proposal opening (for Competitive Sealed Proposal) took place on 2/4/25.
10. Three (3) proposals were received.
11. Preliminary evaluation (ranking) of proposals has been conducted.
12. Upcoming Work
 - a. Select best value proposer.
 - b. Conduct discussion with best value proposer.
 - c. Negotiate satisfactory contract with proposer.
 - d. Trustees Board Award is planned for April Meeting.
 - e. Contractor Notice to Proceed is planned for late April 2025.

Membrane Improvements

1. Scope of work and fee being finalized with CRWA.
2. Planned scope of work includes.
 - a. Topographic survey.
 - b. Membrane improvements evaluation for consideration for 14.4 to 16.0 mgd.
 - c. Tank rehabilitation work package.
 - d. Pre-treatment evaluation.
 - i. Clarifier and plate/tube settler evaluation.
 - ii. Ozone relocation.
 - iii. Coagulant evaluation.
 - iv. TTHM Evaluation
 - v. TCEQ BIN Classification Support
 - e. Membrane improvements design-preliminary and final.
 - i. Membrane skids.
 - ii. Membrane feed pumps.
 - iii. Membrane backwash pump and yard piping.
 - iv. Backwash plant drain system.
 - v. Electrical and I&C improvements.
 - vi. Correspondence with TCEQ.
 - vii. OPCC
 - f. Bid phase services.
 - g. Construction phase services.

Xc: David McMullen, CRWA
Adam Telfer, CRWA
Bobby Rodriguez, CRWA
Buddy Boysen, Garver




1

Project Updates

HC WTP Facility Improvements:

- Phase 1 Construction Status
 - Received 71 submittals and 69 have been reviewed and returned.
 - Received 6 RFIs and all have been reviewed and returned.
 - Attended monthly construction meetings.
 - Reviewed and processed pay applications.



2

Project Updates

HC WTP Facility Improvements:

- Phase 2 Improvements Bidding Schedule
 - Addressed bidder questions and issued addenda.
 - Received two bid proposals on Jan 31, 2025 from Keeley Construction and Keystone Construction.
 - Bid review is complete by Ardurra and will go over with CRWA Staff to finalize the award recommendation letter.



3

Project Updates

HC WTP Membrane Replacement Project:

- The pilot SOQ was received on September 23, 2024.
- Ardurra completed review of SOQ packages received.
- CRWA decided to proceed with piloting three vendors: Pall, Memcor, and H2O/Toray.



4

Project Updates

Wells Ranch II Emergency Generator Improvements:

- Project advertised on 1/27/2025.
- Addressing bidding questions and issued two addenda.
- Bid opening will be on 2/28/205.



5

Project Updates

TWDB DWSRF Application:

- Project Information Form (PIF) submitted on March 1, 2024.
- Two separate PIFs, one for HC WTP Expansion (Phase 2 +Membrane), and one for Pipeline.
- Both projects are on TWDB Intended Use Plan list.



6



7

Project Status Report to Canyon Regional Water Authority

Reporting Date: February 20th, 2025

Project Name: Hays / Caldwell Water Treatment Plant Improvements, Phase 1

Project Manager: Stanley Fees, P.E. **Lead Technical Professional:** Christopher Weeks, P.E.

Construction Administrator: Cobb, Fendley & Associates, Inc.

Design Consultant: Ardurra Group, Inc.

General Contractor: DN Tanks, L.L.C.

Overall Scope of Work on this Project:

1. Construct one new 1.0 MG post-tensioned concrete Finished Water Ground Storage Tank.
2. Provide site grading; drainage swales; driveway culverts; a bio-retention cell with associated piping and vegetation; chain link fencing with gates; and site restoration.
3. Install yard piping modifications and improvements.
4. Construct driveway and roadway improvements.
5. Provide miscellaneous civil site improvements including site demolition, erosion control, and concrete foundations.
6. Provide miscellaneous electrical and instrumentation / controls improvements at the WTP.

Construction Schedule:

The General Contractor's Schedule for Construction of the Ground Storage Tank and associated appurtenances is provided for review as Attachment No. 1A to this Project Status Report. It was updated by the Contractor on February 14th, 2025. Additionally, a "Three-Week Look Ahead Schedule" that was issued by the Contractor on February 17th, 2025, is provided for review as Attachment No. 1B to this Project Status Report.

Completed Work Items To-Date (General):

- Erected and secured cast-in-place concrete Wall and Roof Dome Panel Structures.
- Poured concrete at Wall Slots, Roof Dome Slots, and the Roof Dome Ring.

Near-Term Scheduled Work Items (General):

- Strip Dome Ring forms; load out Wall Slots.
- Shotcrete Core Wall; place Wire Winding Equipment.
- Layer A and DR-1 patch holes / wire cover.
- DR-2 / Layer 1 wall / patch holes / wire cover.
- DR-3 / Layer 1 wall / lower U-Heads / wire cover.
- Strip shoring; install winches on Roof Dome.
- Load out / strip wall braces.
- Prepare for Cove / form Cove / close Temporary Opening.
- Pour Cove / shoot Temporary Opening.

Summary of Geotechnical Testing and Concrete Strength Analysis completed To-Date:

Concrete test cylinder compressive strength values for the Tank Foundation, Wall Panels, and Roof Dome Panels that were poured since the last reporting period are provided within a tabular format for review as Attachment No. 2 to this Project Status Report.

Summary of Notes from Field Inspections completed To-Date:

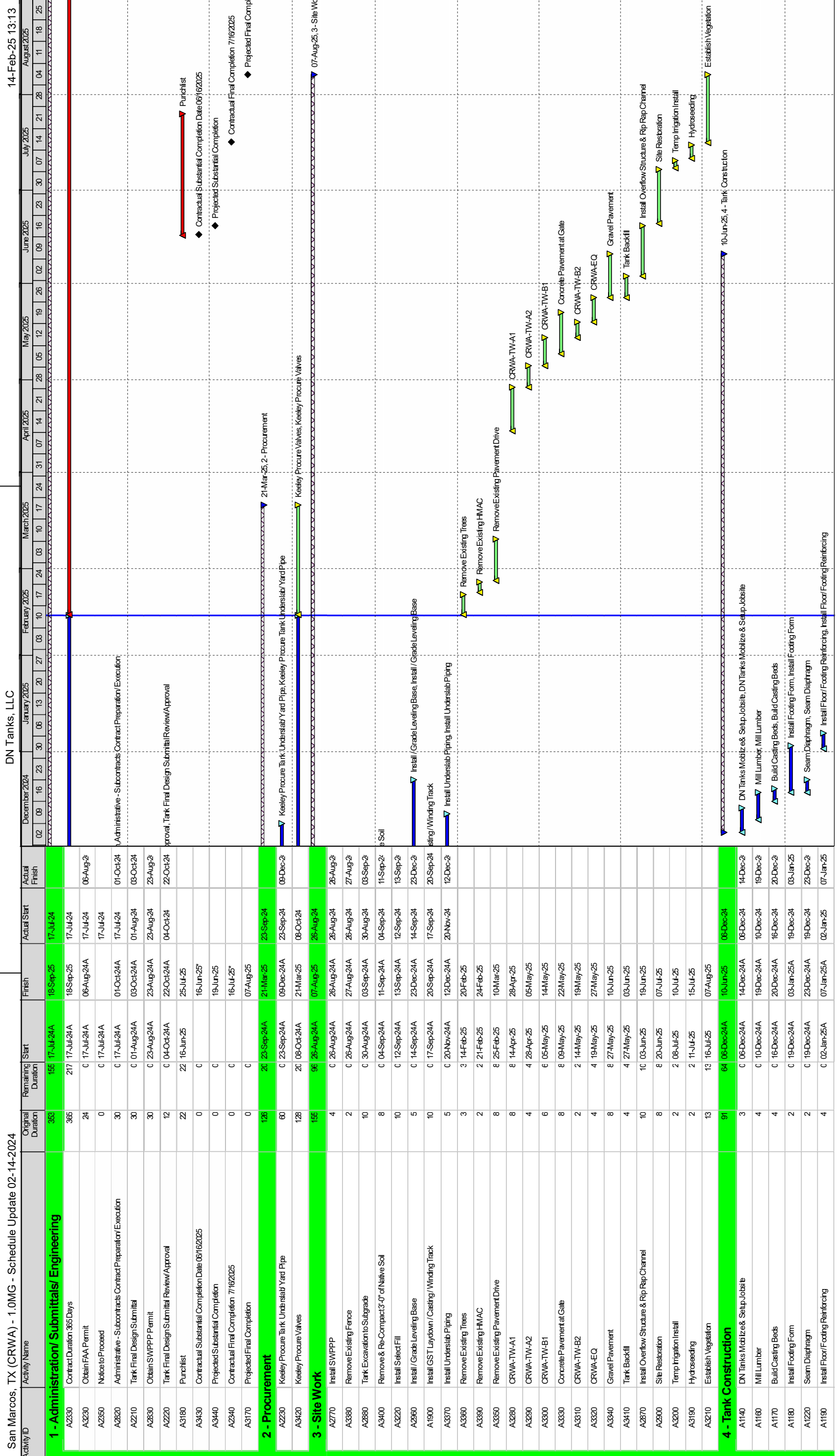
- Contractor poured concrete for Roof Dome Panels, including Access Hatch.
 - Contractor poured concrete to surround the Tank Overflow Pipe.
 - Contractor placed concrete Roof Dome Panels with crane.
 - Contractor installed Wall Slot Inserts between Wall Panels and trimmed away excess gasket material.
-

Site Photos of Work Items completed To-Date:

The Site Photos of work items completed for construction of the Ground Storage Tank and associated appurtenances since the last reporting period are provided within a group for review as Attachment No. 3 to this Project Status Report.

Monthly Construction Progress Meeting:

Construction Progress Meeting No. 04 was held virtually on February 13th, 2025, as an MS Teams Meeting. A copy of the Minutes from that meeting is provided for review as Attachment No. 4 to this Project Status Report.



Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Actual Start	Actual Finish
1 - Administration/ Submittals/ Engineering							
A2330	Contract Duration 365 Days	365	195	17-Jul-24A	18-Sep-25	17-Jul-24	14-Feb-25 13:13
A3230	Obtain FAA Permit	366	217	17-Jul-24A	18-Sep-25	17-Jul-24	August 2025
A3250	Notice to Proceed	24	0	17-Jul-24A	06-Aug-24A	17-Jul-24	06-Aug-24
A2820	Administrative - Subcontracts Contract Preparation/ Execution	30	0	17-Jul-24A	01-Oct-24A	17-Jul-24	01-Oct-24
A2210	Tank Final Design Submittal	30	0	01-Aug-24A	03-Oct-24A	01-Aug-24	03-Oct-24
A2830	Obtain SWPPP Permit	30	0	23-Aug-24A	23-Aug-24A	23-Aug-24	23-Aug-24
A2220	Tank Final Design Submittal Review/Approval	12	0	04-Oct-24A	22-Oct-24A	04-Oct-24	22-Oct-24
A3180	Punchlist	22	22	16-Jun-25	25-Jul-25		
A3430	Contractual Substantial Completion Date 06/16/2025	0	0		16-Jun-25*		
A3440	Projected Substantial Completion	0	0		19-Jun-25		
A2940	Contractual Final Completion 7/16/2025	0	0		16-Jul-25*		
A3170	Projected Final Completion	0	0		07-Aug-25		
2 - Procurement							
A2230	Keeley Procure Tank Underslab Yard Pipe	60	126	23-Sep-24A	21-Mar-25	23-Sep-24	21-Mar-25, 2- Procurement
A3420	Keeley Procure Valves	128	20	23-Sep-24A	09-Dec-24A	23-Sep-24	09-Dec-24
3 - Site Work							
A2770	Instal SWPPP	4	4	26-Aug-24A	26-Aug-24A	26-Aug-24	26-Aug-24
A3380	Remove Existing Fence	2	2	26-Aug-24A	27-Aug-24A	26-Aug-24	27-Aug-24
A2880	Tank Excavation to Subgrade	10	10	30-Aug-24A	03-Sep-24A	30-Aug-24	03-Sep-24
A3400	Remove & Re-Compact 3" of Native Soil	8	8	04-Sep-24A	11-Sep-24A	04-Sep-24	11-Sep-24
A3220	Instal Select Fill	10	10	12-Sep-24A	13-Sep-24A	12-Sep-24	13-Sep-24
A2960	Instal/ Grade Leveling Base	5	5	14-Sep-24A	23-Dec-24A	14-Sep-24	23-Dec-24
A1900	Instal GST Laydown / Casting / Winding Track	10	10	17-Sep-24A	20-Sep-24A	17-Sep-24	20-Sep-24
A3370	Instal Underslab Piping	5	5	20-Nov-24A	12-Dec-24A	20-Nov-24	12-Dec-24
A3360	Remove Existing Trees	3	3	14-Feb-25	20-Feb-25		
A3390	Remove Existing H/MAC	2	2	21-Feb-25	24-Feb-25		
A3350	Remove Existing Pavement Drive	8	8	25-Feb-25	10-Mar-25		
A3280	CRWA-TW-A1	8	8	14-Apr-25	28-Apr-25		
A3290	CRWA-TW-A2	4	4	28-Apr-25	05-May-25		
A3300	CRWA-TW-B1	6	6	05-May-25	14-May-25		
A3330	Concrete Pavement at Gate	8	8	09-May-25	22-May-25		
A3310	CRWA-TW-B2	2	2	14-May-25	19-May-25		
A3320	CRWA-EQ	4	4	19-May-25	27-May-25		
A3340	Gravel Pavement	8	8	27-May-25	10-Jun-25		
A3410	Tank Backfill	4	4	27-May-25	03-Jun-25		
A2870	Instal Overflow Structure & Rip Rap Channel	10	10	03-Jun-25	19-Jun-25		
A2800	Site Restoration	8	8	20-Jun-25	07-Jul-25		
A3200	Temp Irrigation Instal	2	2	06-Jul-25	10-Jul-25		
A3190	Hydroseeding	2	2	11-Jul-25	15-Jul-25		
A3210	Establish Vegetation	13	13	16-Jul-25	07-Aug-25		
4 - Tank Construction							
A1140	DN Tanks Mobilize & Setup Jobsite	3	64	05-Dec-24A	10-Jun-25	06-Dec-24	10-Jun-25, 4 - Tank Constiution
A1160	Mill Lumber	4	4	06-Dec-24A	14-Dec-24A	06-Dec-24	14-Dec-24
A1170	Build Casting Beds	4	4	10-Dec-24A	19-Dec-24A	10-Dec-24	19-Dec-24
A1180	Instal Footing Form	2	2	16-Dec-24A	20-Dec-24A	16-Dec-24	20-Dec-24
A1220	Seam Diaphragm	2	2	19-Dec-24A	03-Jan-25A	19-Dec-24	03-Jan-25
A1190	Instal Floor/Footing Reinforcing	4	4	19-Dec-24A	23-Dec-24A	19-Dec-24	23-Dec-24

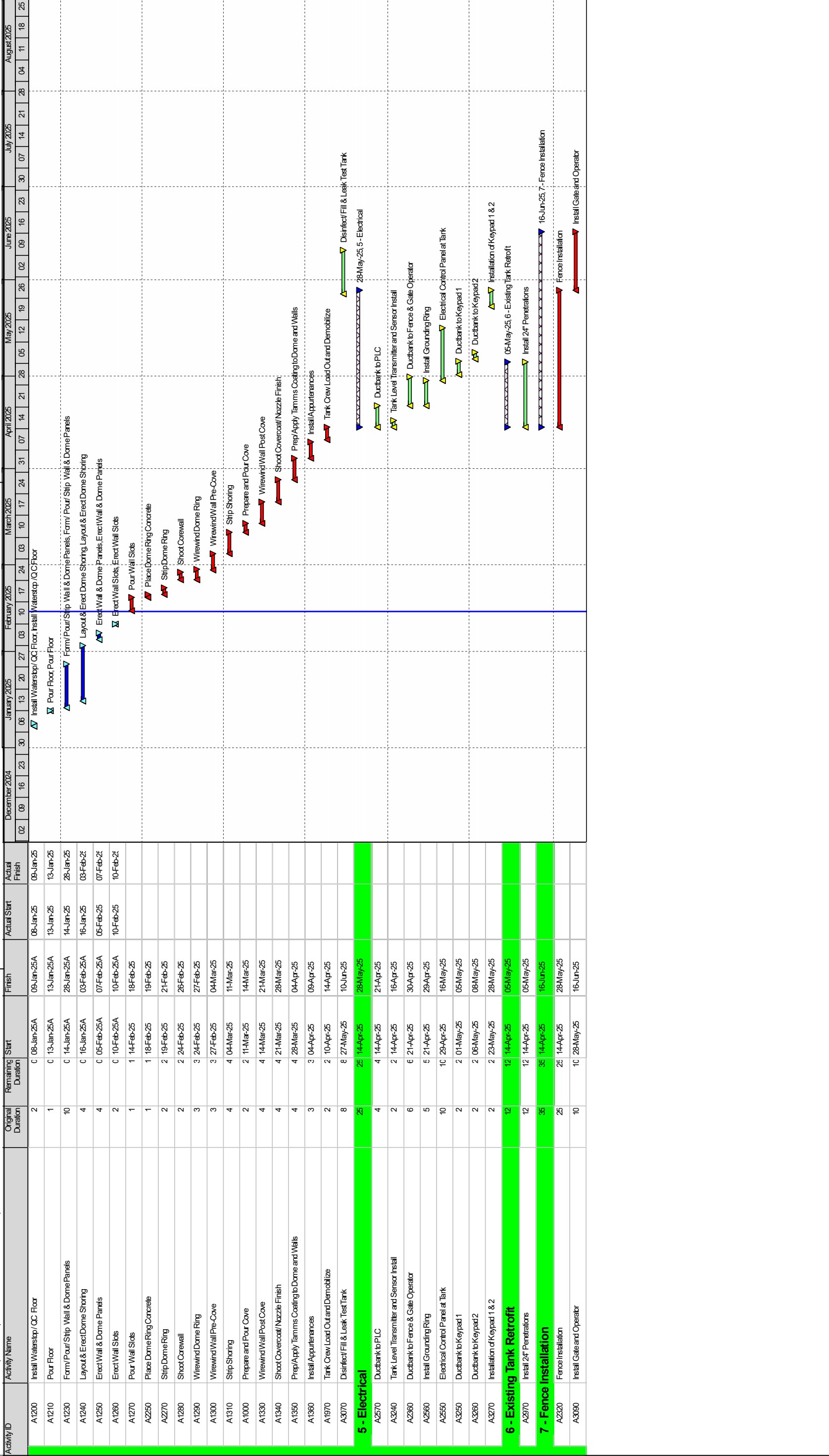
Remaining Level of Effort **Critical Remaining Work**

Actual Level of Effort **Milestone**

Actual Work **Summary**

Remaining Work

Date	Revision	Checked	Approved
20-Jan-25	Baseline Schedule 01/20/2025		



Revision		Checked	Approved
Date	20-Jan-25	Baseline Schedule 01/20/2025	

Remaining Level of Effort
 Actual Level of Effort
 Actual Work
 Remaining Work
 Critical Remaining Work
 Milestone
 Summary

Job Name: San Marcos, TX (CRWA)
 Job Number: 20213-122
 Tank Size: 1.0 MG
 Super: Don Fugate
 Substantial: 6/22/2025

DN Tanks = GC

ID: 85 SWD: 24.5

VP/CM: Jason Phillippi
 PM: Rey Moreno
 PE: Preston Sidwell
 PA: Yamil Rayo

Completion Date: 7/16/2025

DESCRIPTION OF WORK - CURRENT WEEK	THA REQUIRED	2/17	2/18	2/19	2/20	2/21	2/22	EST. COMP. DATE
		MON	TUE	WED	THU	FRI	SAT	
Strip Dome ring /load out wall slots /winding Equipment	Domering stripping	6						
Shot core wall /Winding Equipment	Shotcrete		6					
Layer A and DR-1 Patch holes/wire cover	Wire winding			6				
DR-2/Layer 1 wall/patch holes/Wire cover					6			
DR-3/ Layer 1 wall/Lowewr U-Heads/Wire cover						6		
Concrete Testing Lab (Atlas)			X	X				
CREW TOTALS EACH WORKING DAY		6	6	6	6	6	0	

DESCRIPTION OF WORK - 1 WEEK LOOK AHEAD	THA REQUIRED	2/24	2/25	2/26	2/27	2/28	3/1	EST. COMP. DATE
		MON	TUE	WED	THU	FRI	SAT	
Lower U-Heads /Strip shoring	Stripping shoring	6						
Strip shoring	Install winches on dome roof		6					
Load out/ strip Wall braces				6				
Prep for Cove / form cove /Close T.O					6			
Pour cove / Shoot T.O						6		
Strip cove and hang stress plates/SP-1 LAYER -1 WALL	Stress plate installation						6	
Concrete Testing Lab (Atlas)						X		
CREW TOTALS EACH WORKING DAY		6	6	6	6	6	6	

DESCRIPTION OF WORK - 2 WEEK LOOK AHEAD	THA REQUIRED	3/3	3/4	3/5	3/6	3/7	3/8	EST. COMP. DATE
		MON	TUE	WED	THU	FRI	SAT	
Layer 2 / Patch holes/ Wire cover	Wire winding	6						
Layer 3/ Build ladder pads/Wire Cover			6					
Remove winding Equipment/Hang shooting wires/Pads	Using aerial lifts, scissor lifts			7				
Cover coat	Shotcrete				7			
Cover coat						7		
Concrete Testing Lab (Atlas)					X			
CREW TOTALS EACH WORKING DAY		6	6	7	7	7	0	

Note : will need cutter on 3/5/25

A.P.S.P	Concrete & Concrete Pumping Proce	DATE	2/18	Safety Inspection	DATE	2/19	Aerial /Scissor Lift	DATE	3/5
QC HUDDLES	shoot core wall	DATE	2/18					DATE	
PHOTOS TAKEN	QC PHOTOS	DATE	12/16	RENTAL EQUIPMENT	DATE		MISC. PHOTOS	DATE	
DELIVERIES	Hand Rail fittings	DATE	2/24					DATE	
	Tamms	DATE	3/3	WINCHES	DATE	2/19	Stessometer	DATE	2/11
EQUIPMENT	RENTAL	DATE		RENTAL	DATE		MISC. EQUIPMENT	DATE	
	2nd Boom lift/ 40' 1000lb	DATE	3/3	Loader	DATE	2/17	Air monitor	DATE	2/10

TRAINING / MANPOWER NOTES

TANK MILESTONES	FRIDAY'S CREW SIZE: 0			Crew Size					
	MILESTONE (REQUIRED)	DATE:	DAYS:	MILESTONE (REQUIRED)	DATE:	DAYS:	MILESTONE (REQUIRED)	DATE:	DAYS:
	Shoot Corewall	2/18	2B	Start Wire Winding	2/19	2B	Tamms	3/11	0B
	Strip Shoring	2/24	2B	Pour Cove	2/25	2B	Demob	3/19	0B

San Marcos, TX (CRWA) - 1.0 MG Water Storage Tank																		
Concrete Test / Panel Summary																		
Panel		Lift																
Type	Req'd. Pick Strength	Min. Pick Strength	1		2		3		4		5		6		7		8	
WALL A	3000	2500	14-day	4760	14-day	4410	7-day	3670	7-day	3470	7-day	3920	7-day	3850				
			1/14	1/14	1/15	1/16	1/17	1/23	1/24									
WALL A	3000	2500	14-day	4410	14-day	4410	7-day	3670	7-day	3470	7-day	3920	7-day	3590				
			1/14	1/14	1/15	1/16	1/17	1/23	1/27									
WALL A	3000	2500	14-day	4450	14-day	4410	7-day	3670	7-day	3470								
			1/14	1/14	1/15	1/16	1/17											
WALL C	3000	2500	7-day	5040														
			1/27															
D1A	3300	2900	14-day	4410	14-day	4880	7-day	3670	7-day	3470	7-day	3920	7-day	3850				
			1/14	1/14	1/15	1/16	1/17	1/23	1/24	7-day	1/27	3590	3-day	4850				
D2A	3000	2600	14-day	4410	14-day	4630	7-day	3670	7-day	3470	7-day	3920	7-day	3850				
			1/14	1/14	1/15	1/16	1/17	1/23	1/24	7-day	1/27	3590	3-day	4850				
D2B	3000	2600	14-day	4450	14-day	4410	7-day	3670	7-day	3470	7-day	4610	7-day	5040				
			1/14	1/14	1/15	1/16	1/17	1/23	1/24	7-day	1/27	3590	3-day	4850				
D3A	3000	2500	14-day	4450	14-day	4630	7-day	3670	7-day	3470	7-day	4610	7-day	5040				
			1/14	1/14	1/15	1/16	1/17	1/23	1/24	7-day	1/27	3590	3-day	4850				
D3B	3000	2500	14-day	4760	14-day	4410	7-day	3670	7-day	3470	7-day	3920	7-day	4840				
			1/14	1/14	1/15	1/16	1/17	1/23	1/24	7-day	1/27	3590	3-day	4850				
D3C	3000	2500	14-day	4760	14-day	4410	7-day	3670	7-day	3470	7-day	3920	7-day	4840				
			1/14	1/14	1/15	1/16	1/17	1/23	1/24	7-day	1/27	3590	3-day	4850				

JOB NUMBER:	2023-122	Concrete Supplier:	Alamo Concrete	Testing Lab:	Atlas Technical	Engineer:	Ardurra
			3500 Yarrington Rd		3989 Highway 290 E		7500 Riello Blvd. Bldg. 1, Suite 240
			San Marcos, TX 78666		Dripping Springs, TX 78620		Austin, TX 78735
			210-399-3720		512-858-2983		512-381-8333
			0		0		0





Gasket Seals



Precast Wall Panels



Access Hatch Mechanism







External Ladder







Inlet Riser Pipe





Wall Panel Placement



Tank Wall Panels In-Place



Roof Dome Panel Placement



Panels Ready for Slot and Ring
Concrete Pours





Roof Dome Structure Support Scaffolds



Interior Wall Lateral Supports



Interior Wall Lateral Supports



Hays Caldwell WTP Improvements Project – Phase 1 (1.0 MG Ground Storage Tank and Appurtenances)

Construction Progress Meeting No. 04 Minutes

February 13th, 2025 – 9:00 AM Virtual Meeting with MS Teams

1. Attendance Sign-In Sheet

- A Virtual Attendance Sign-In Sheet for Construction Progress Meeting No. 04 is attached to this document.

2. Review and Comment on Previous Construction Progress Meeting Minutes

- The minutes from the previous construction progress meeting were reviewed. No additional comments on, or revisions to, the minutes from the previous construction progress meeting were noted.

3. General Issues / Announcements

- None were noted.

4. Construction Progress Since Last Monthly Meeting

- Wall Panels have been erected and secured.
- Roof Dome Panels have been positioned and secured.
- P-Brackets and Wall Slots have been completed.
- Forming of Roof Dome Slots was begun.

5. Three Week Look-Ahead Construction Plan

- Pouring of Wall Slots and Roof Dome Ring.
- Stripping of Wall Slots and Roof Dome Ring.
- Shotcrete of the Core Wall.
- Shotcrete of the Wire Cover.
- Stripping of Shoring and Wall Braces.
- Placement of Concrete Cove.
- Removal of Wall Bracing.
- Pouring of Cove and closure of the Temporary Opening (TO).
- Continuation of preparation for Wire Winding.
- Installation of Stress Plates.
- Wire Winding tentatively scheduled for February 19th (weather permitting).

6. Overall Construction Schedule Overview

- Used 211 days of 365 days Contract time, which equates to 57.8%.
- NTP: July 17th, 2024
- Contract Substantial Completion Date: June 16th, 2025.
- Scheduled Contract Final Completion Date: July 16th, 2025
- The DN Tanks Project Manager will provide an updated Construction Progress Schedule to CobbFendley for review.
- A copy of the Three-Week Look Ahead Schedule as provided by DN Tanks to CobbFendley is attached to these Minutes for review and consideration.

7. Quality Control

- Panel compressive strength cylinder break summary table was reviewed; all tested cylinders passed the specified minimum strength requirements.

8. Submittals

- Documents for Electric Heat Tracing were resubmitted on February 7th and are currently under review by Ardurra.
- Documents for Tank Fabrication are also under review by Ardurra.
- Ladder Fall Protection System was resubmitted to Ardurra for review as a part of the Documents for Tank Fabrication.
- A copy of the most current Submittal Review Log as provided by Ardurra to CobbFendley is attached to these Minutes for review and consideration.

9. RFIs / Contract Clarifications

- To date, 6 total RFIs have been received. 0 RFIs currently are under review.
- No pending RFIs were identified by DN Tanks.
- A copy of the most current RFI Review Log as provided by Ardurra to CobbFendley is attached to these Minutes for review and consideration.

10. Contract Modifications and Change Orders

- To date, no Contract Modifications have been identified / executed.
- A discussion was held regarding painting of the Tank. CRWA previously requested that painting of the Tank be omitted and the unit cost for that work be credited back to the cost of the Contract. It is the position of DN Tanks that painting of the Tank is not optional because of the protective function it provides to lifetime performance of the Tank. CRWA accepted that rationale for painting of the Tank and agreed to provide a coating system color selection to DN Tanks.

11. Pay Applications

- Pay Application No. 3: Approved by CRWA and payment was sent to DN Tanks on January 31st, 2025.
- Pay Application No. 4: CobbFendley will consult with CRWA on acceptance of values for percent complete as requested by DN Tanks and make a determination on approval for processing and payment.

12. Safety / Security Issues

- One minor injury to the ankle of a DN Tanks worker was noted by the Project Superintendent. No other safety or security issues were reported to have occurred since last meeting.
- No breaches of Site Security were reported.

13. Risk Management

- No new or existing risks were identified other than the weather.

14. Problem, Conflicts, or Claims of Changed Conditions

- No problems, conflicts, or claims were identified.

15. As-Builts / Close Out Items

- A reminder was given that “Red Line” markups need to be submitted with the Pay Requests so that the Design Engineer can start developing the Project Record Drawings. DN Tanks confirmed that they will submit those.

16. Action Items/ Open Discussion

- No additional items were discussed.

17. Adjournment

- The meeting was adjourned at approximately 9:45 AM.
- **Next Scheduled Meeting – March 13th, 2025**



Hays Caldwell WTP Improvements Project – Phase 1 (1.0 MG Ground Storage Tank and Appurtenances)

Construction Progress Meeting No. 04

February 13th, 2025

SIGN-IN SHEET

PRINTED NAME	ORGANIZATION	PHONE NUMBER	EMAIL ADDRESS	SIGNATURE (IF IN ATTENDANCE)
1.Christopher Weeks	CobbFendley	(512) 834-4335	Christopher.Weeks@cobbfendley.com	Virtual Attendee
2.Jason Phillippi	DN Tanks	(817) 475-5267	Jason.phillippi@dn tanks.com	Virtual Attendee
3.Preston Sidwell	DN Tanks	(214) 970-5215	Preston.sidwell@dn tanks.com	Virtual Attendee
4.Rey Moreno	DN Tanks	(469) 625-8038	Reynaldo.moreno@dn tanks.com	Virtual Attendee
5.Don Fugate	DN Tanks	(781) 557-8533	Don.fugate@dn tanks.com	Virtual Attendee
6.Yue Sun	Ardurra	(713) 208-9463	ysun@ardurra.com	Not Present
7.Celine Nicolas	Ardurra	(832) 419-6658	cnicolas@ardurra.com	Virtual Attendee
8.David McMullen	CRWA	(512) 581-8544	mcmullen@crwa.com	Virtual Attendee
9.Bobby Rodriguez	CRWA	(830) 500-0107	brodriguez@crwa.com	Virtual Attendee
10.Stanley Fees	CobbFendley	(512) 646-4349	sfees@cobbfendley.com	Not Present
11.				
12.				
13.				
14.				
15.				
16.				

Job Name: San Marcos, TX (CRWA)
 Job Number: 20213-122
 Tank Size: 1.0 MG
 Super: Don Fugate
 Substantial: 6/22/2025

DN Tanks = GC

ID: 85 SWD: 24.5

VP/CM: Jason Phillippi
 PM: Rey Moreno
 PE: Preston Sidwell
 PA: Yamil Rayo

Completion Date: 7/16/2025

DESCRIPTION OF WORK - CURRENT WEEK	THA REQUIRED	2/17	2/18	2/19	2/20	2/21	2/22	EST. COMP. DATE	
		MON	TUE	WED	THU	FRI	SAT		
Strip Dome ring /load out wall slots /winding Equipment	Domering stripping	6							
Shot core wall /Winding Equipment	Shotcrete		6						
Layer A and DR-1 Patch holes/wire cover	Wire winding			6					
DR-2/Layer 1 wall/patch holes/Wire cover					6				
DR-3/ Layer 1 wall/Lowewr U-Heads/Wire cover						6			
Concrete Testing Lab (Atlas)			X	X					
CREW TOTALS EACH WORKING DAY		6	6	6	6	6	0		
DESCRIPTION OF WORK - 1 WEEK LOOK AHEAD	THA REQUIRED	2/24	2/25	2/26	2/27	2/28	3/1	EST. COMP. DATE	
		MON	TUE	WED	THU	FRI	SAT		
Lower U-Heads /Strip shoring	Stripping shoring	6							
Strip shoring	Install winches on dome roof		6						
Load out/ strip Wall braces				6					
Prep for Cove / form cove /Close T.O					6				
Pour cove / Shoot T.O						6			
Strip cove and hang stress plates/SP-1 LAYER -1 WALL	Stress plate installation						6		
Concrete Testing Lab (Atlas)						X			
CREW TOTALS EACH WORKING DAY		6	6	6	6	6	6		
DESCRIPTION OF WORK - 2 WEEK LOOK AHEAD	THA REQUIRED	3/3	3/4	3/5	3/6	3/7	3/8	EST. COMP. DATE	
		MON	TUE	WED	THU	FRI	SAT		
Layer 2 / Patch holes/ Wire cover	Wire winding	6							
Layer 3/ Build ladder pads/Wire Cover			6						
Remove winding Equipment/Hang shooting wires/Pads	Using aerial lifts, scissor lifts			7					
Cover coat	Shotcrete				7				
Cover coat						7			
Concrete Testing Lab (Atlas)					X				
CREW TOTALS EACH WORKING DAY		6	6	7	7	7	0		
Note : will need cutter on 3/5/25									
A.P.S.P	Concrete & Concrete Pumping Proce	DATE	2/18	Safety Inspection	DATE	2/19	Aerial /Scissor Lift	DATE	3/5
QC HUDDLES	shoot core wall	DATE	2/18					DATE	
PHOTOS TAKEN	QC PHOTOS	DATE	12/16	RENTAL EQUIPMENT	DATE		MISC. PHOTOS	DATE	
DELIVERIES	Hand Rail fittings	DATE	2/24					DATE	
	Tamms	DATE	3/3	WINCHES	DATE	2/19	Stessometer	DATE	2/11
EQUIPMENT	RENTAL	DATE	3/3	RENTAL	DATE	2/17	MISC. EQUIPMENT	DATE	2/10
	2nd Boom lift/ 40' 1000lb			Loader			Air monitor		
TRAINING / MANPOWER NOTES									
MANPOWER	FRIDAY'S CREW SIZE:	0		Crew Size					
		0	Carpenter	6	0	Laborer			
TANK MILESTONES	<u>MILESTONE (REQUIRED)</u>	<u>DATE:</u>	<u>DAYS:</u>	<u>MILESTONE (REQUIRED)</u>	<u>DATE:</u>	<u>DAYS:</u>	<u>MILESTONE (REQUIRED)</u>	<u>DATE:</u>	<u>DAYS:</u>
	Shoot Corewall	2/18	2B	Start Wire Winding	2/19	2B	Tamms	3/11	0B
	<u>MILESTONE</u>	<u>DATE:</u>	<u>DAYS:</u>	<u>MILESTONE</u>	<u>DATE:</u>	<u>DAYS:</u>	<u>MILESTONE</u>	<u>DATE:</u>	<u>DAYS:</u>
	Strip Shoring	2/24	2B	Pour Cove	2/25	2B	Demob	3/19	0B

Canyon Regional Water Authority
Hays Caldwell WTP Improvements Phase 1
SUBMITTAL REVIEW LOG
 Contractor: DN Tanks
 Project Manager: Yue Sun

Submittal No.	Vendor/Supplier	Manufacturer	Spec Section	Submittal Description	Date of Submittal	Date of Submittal Returned	Code 1 APPROVED	Code 2 App. As Noted/Comments Attached	Code 3 App. As Noted/CONFIRM	Code 4 App. As Noted Resubmit	Code 5 NOT APPROVED Resubmit	Code 6 RECEIPT ACKNOWLEDGE D
01 32 16-01	DN Tanks	DN Tanks	01 32 16	Baseline Schedule	8/30/2024	9/18/2024		X				
03 15 00-01	DN Tanks	Concrete Sealants, Inc.	03 15 00	Joint Sealer (Valve Casing)	8/8/2024	8/21/2024	X					
03 15 00-02	DN Tanks	Sika Corporation	03 15 00	Sika - 1A	8/27/2024	9/19/2024	X					
03 15 00-03	DN Tanks	DCA Construction Products, LLC	03 15 00	Waterstop - Type 9	8/27/2024	9/19/2024	X					
03 15 00-04	DN Tanks	DCA Construction Products, LLC	03 15 00	Waterstop - Type 10	9/9/2024	9/19/2024	X					
03 15 00-05	DN Tanks	Multiple	03 15 00	Concrete & Shotcrete Mix Designs	10/28/2024	10/30/2024		X				
03 30 00-01	DN Tanks	TEX MIX	03 30 00	Concrete (4000-3000 PSI)	7/11/2024	8/7/2024			X			
03 30 00-01-A	DN Tanks	TEX MIX	03 30 00	Concrete (4000-3000 PSI)	8/8/2024	8/22/2024	X					
03 30 00-02	DN Tanks	SpecChem	03 30 00	Concrete Curing Compound	8/5/2024	8/19/2024	X					
03 30 00-03	DN Tanks	Quikrete	03 30 00	Concrete Bag (Vault Casing/Cradling)	8/8/2024	8/21/2024	X					
03 30 00-04	DN Tanks	SpecChem	03 30 00	Flowable Grout	8/8/2024	8/21/2024	X					
03 30 00-05	DN Tanks	W. R. Meadows/ Inc.	03 30 00	Fiber Expansion	8/23/2024	9/19/2024	X					
03 30 00-06	DN Tanks	Sika Corporation	03 30 00	Joint Sealant	8/23/2024	9/19/2024	X					
03 30 00-07	DN Tanks	Multiple	03 30 00	GST Concrete & Shotcrete Mix Designs	11/5/2024	11/8/2024	X					
09 90 00-01	Cohen Industrial Supply Co.	Sherwin Williams	09 90 00	Exposed Pipe Coating	11/11/2024	12/11/2024		X				
09 90 00-02	Cohen Industrial Supply Co.	Allstates Coatings Co. Control Panels USA Inc.	09 90 00	Underground Pipe Coating	11/11/2024	12/11/2024		X				
26 00 00-01	DN Tanks	Control Panels USA Inc.	26 00 00	Electrical Controls & Instrumentation	10/9/2024	10/10/2024				X		
31 20 00-01	DN Tanks	Martin Marietta	31 20 00	5x3 Gabion	7/9/2024	7/26/2024	X					
31 20 00-02	DN Tanks	Martin Marietta	31 20 00	#67	7/9/2024	7/26/2024	X					
31 20 00-03	DN Tanks	Martin Marietta	31 20 00	#57	7/9/2024	7/26/2024	X					
31 20 00-04	DN Tanks	Martin Marietta	31 20 00	Flex Base	7/9/2024	7/26/2024		X				
31 20 00-05	DN Tanks	TenCate Geosynthetics Americas (A Solmax Company)	31 20 00	Geotextile - Mirafli 1160N	7/9/2024	7/26/2024	X					

Canyon Regional Water Authority
Hays Caldwell WTP Improvements Phase 1
SUBMITTAL REVIEW LOG
Contractor: DN Tanks
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31.20.00-06	DN Tanks	TenCate Geosynthetics Americas (A Solmax Company)	31.20.00	Geotextile - Mirafli 1100N	7/9/2024	7/26/2024						X
31.20.00-07	DN Tanks	Tensar	31.20.00	Geotextile - Tensar TX5	7/9/2024	7/26/2024	X					
31.20.00-08	DN Tanks	TenCate Geosynthetics Americas (A Solmax Company)	31.20.00	Geotextile - Mirafli 500x	7/9/2024	7/26/2024	X					
31.20.00-09	DN Tanks	Terracon	31.20.00	Terracon Proof Roll Observation Letter	12/18/2024	1/10/2025						X
31.37.00-01	DN Tanks	Keeley Construction	31.37.00	12x6 Rip Rap	8/22/2024	9/10/2024	X					
32.92.13-01	DN Tanks	Douglas King Seeds	32.92.13	Seeds (Permeant Vegetative Covering)	8/8/2024	8/14/2024					X	
32.92.13-01-A	DN Tanks	Douglas King Seeds	33.92.13	Seeds (Permeant Vegetative Covering)	8/23/2024	8/27/2024		X				
33.01.12-01	DN Tanks	Keeley Construction	33.01.12	Underslab Pipe Hydrostatic Test Results	12/19/2024	1/13/2025						X
33.11.10-01	DN Tanks	Multiple	33.11.10	Mechanical Joint Restraint	8/5/2024	9/9/2024			X			
33.11.10-01-A	DN Tanks	Multiple	33.11.10	Mechanical Joint Restraint	9/20/2024	10/3/2024		X				
33.11.10-02	DN Tanks	Multiple	33.11.10	DI Pipe & Polyethylene	8/5/2024	9/9/2024			X			
33.11.10-02-A	DN Tanks	Multiple	33.11.10	DI Pipe & Polyethylene	9/24/2024	10/3/2024			X			
33.11.10-03	DN Tanks	Multiple	33.11.10	DI Pipe Fittings	8/5/2024	9/9/2024			X			
33.11.10-03-A	DN Tanks	Multiple	33.11.10	DI Pipe Fittings	9/20/2024	10/3/2024		X				
33.11.10-04	DN Tanks	ITP	40.05.19 40.05.23	Bolts	8/8/2024	9/9/2024						
33.11.10-05	DN Tanks	Custom Pipe & Fabrication Inc.	33.11.10	DI Pipe Fabricated	9/24/2024	10/3/2024		X				
33.11.10-06	DN Tanks	American Flow Control	33.11.10	30 Inch Flanged Gate Valve	9/25/2024	10/3/2024		X				
40.05.06-01	DN Tanks	EBAA Iron Inc.	40.05.06	Mega Coupling	11/20/2024	12/11/2024			X			
40.05.24-01	DN Tanks	Felker Fabrication	40.05.24	Fabricated Stainless Steel	8/22/2024	9/18/2024						
40.05.51-01	DN Tanks	Tyler Union American Flow Control	40.05.51	Valve Box	8/5/2024	9/9/2024		X				
40.05.61-01	DN Tanks	American Flow Control	40.05.61	Gate Valves	8/5/2024	9/9/2024		X				
40.41.00-01	DN Tanks	Control Panels USA Inc.	40.41.00	Electrical Heat Trace	12/13/2024	1/20/2025			X			
40.41.00-01-A	DN Tanks	Control Panels USA Inc.	40.41.00	Electrical Heat Trace	2/10/2025							
40.61.00-01	DN Tanks	Control Panels USA Inc.	40.61.00	Electrical Controls & Instrumentation	10/15/2024	10/25/2024					X	

Canyon Regional Water Authority
Hays Caldwell WTP Improvements Phase 1
SUBMITTAL REVIEW LOG
Contractor: DN Tanks
Project Manager: Yue Sun

Submittal No.	Vendor/Supplier	Manufacturer	Spec Section	Submittal Description	Date of Submittal	Date of Submittal Returned	Code 1 APPROVED	Code 2 App. As Noted/Comments Attached	Code 3 App. As Noted/CONFIRM	Code 4 App. As Noted Resubmit	Code 5 NOT APPROVED Resubmit	Code 6 RECEIPT ACKNOWLEDGE D
40.66.00-01	DN Tanks	Control Panels USA Inc.	40.66.00	Communications Interface Equipment	12/13/2024	1/7/2025	X					
40.72.00-01	DN Tanks	Control Panels USA Inc.	40.72.00	Level Instruments	12/13/2024	1/7/2025	X					
43.41.63-01	DN Tanks	DN Tanks	43.41.63	DN Tanks Foundation Drawings	8/19/2024	9/19/2024		N. Green	X			
43.41.63-02	DN Tanks	DN Tanks	43.41.63	Tank Design Drawings & Engineer Response Letter	10/4/2024	10/22/2024	A. Ayala	X				
43.41.63-03	DN Tanks	DN Tanks	43.41.63	Tank Design Calculations	10/4/2024	10/17/2024	X					
43.41.63-04	DN Tanks	DN Tanks	43.41.63	Tank Fabrication Drawings	10/4/2024	11/4/2024	N. Green					
43.41.63-04-A	DN Tanks	DN Tanks	43.41.63	Tank Fabrication Drawings	1/31/2025							
43.41.63-05	DN Tanks	Sika Corporation	43.41.63	Steel Diaphragm	10/18/2024	10/30/2024	X					
43.41.63-06	DN Tanks	Sika Corporation	43.41.63	PVC Waterstop	10/4/2024	10/18/2024	X					
43.41.63-07	DN Tanks	Multiple	43.41.63	Polysulfide Sealants	10/4/2024	10/17/2024	X					
43.41.63-08	DN Tanks	Gerard Packing and Belling Corporation	43.41.63	Natural Rubber Bearing Pads	10/4/2024	10/17/2024	X					
43.41.63-09	DN Tanks	Gerard Packing and Belling Corporation	43.41.63	Neoprene Bearing Pads	10/4/2024	10/17/2024			X			
43.41.63-10	DN Tanks	Dayton Superior	43.41.63	Concrete Curing Compound	10/4/2024	10/17/2024	X					
43.41.63-11	DN Tanks	Solomon Colors, Inc.	43.41.63	Concrete Finishing Aid	10/4/2024	10/17/2024	X					
43.41.63-12	DN Tanks	GT Industries	43.41.63	Sponge Rubber Filler	10/4/2024	10/17/2024	X					
43.41.63-13	DN Tanks	Commercial Grade Quikrete	43.41.63	Quikrete Grout	10/4/2024	10/17/2024	X					
43.41.63-14	DN Tanks	HLLTI	43.41.63	Epoxy Coating System	10/4/2024	10/17/2024	X					
43.41.63-15	DN Tanks	Chase Associates	43.41.63	Manway	10/4/2024	11/4/2024	A. Ayala		X			
43.41.63-16	DN Tanks	USF Fabrication	43.41.63	Tank Roof Hatch	10/4/2024	11/4/2024			X			
43.41.63-17	DN Tanks	French Creek Production	43.41.63	Ladder Fall Prevention (Exterior Ladder)	10/4/2024	11/4/2024	A. Ayala			X		
43.41.63-18	DN Tanks	Eusild Chemical	43.41.63	Tank Architectural Coating	10/4/2024	11/4/2024		X				
43.41.63-19	DN Tanks	Atlantic Fabricators	43.41.63	Tank Roof Vent (AIS)	10/18/2024	11/4/2024	X					
43.41.63-20	DN Tanks	DCA Construction Products, LLC	43.41.63	Waterstop Type 11	10/25/2024	10/30/2024	X					
43.41.63-20	DN Tanks	White Cap	43.41.63	Rebar Shop Drawings (Overflow Structure)	11/20/2024	12/9/2024	X					

**Hays Caldwell WTP
Ph 1 Improvements
RFI REVIEW LOG**

Contractor: DN Tanks
Project Manager: Yue Sun

RFI No.	Vendor/Supplier	Specification Section	RFI Subject	Date of RFI Received by Ardurra	Date of RFI Returned
001	DN Tanks	Geotechnical Report	Allowable Bearing Capacity PSF	8/5/2024	8/13/2024
002	DN Tanks	Geotechnical Report	Site Classification	8/5/2024	8/13/2024
003	DN Tanks	N/A	Overflow Wing Wall Rebar Details	8/21/2024	8/26/2024
004	DN Tanks	03 30 00	GST Concrete Fly Ash Content - Critical	9/24/2024	9/25/2024
005	DN Tanks	09 90 00	Exterior Overflow Pipe Coating	10/25/2024	10/28/2024
006	DN Tanks	03 30 00	Elevation Discrepancy	1/2/2025	1/2/2025



To:	From:	Subject:
Canyon Regional Water Authority (CRWA)	STV, Inc. Marisa Vergara, PE	CRWA Project No. 2024-002 February Monthly Progress Report 2/24/2025

Service Order No. 2024002-01
Task Order 1 Wells Ranch Well No. Pumping Upgrades Project
Task Manager: David Stanley, PE

Scope

- Increase Well 2 and Well 14 pumping capacity up to approx. 1,000 gpm to Wells Ranch WTP. Includes new well pumps, motors, variable frequency drives, and electrical service. Also includes relocation of existing 350 kW Well 2 Generator to Well 14 and installation of two existing 150 kW generators at Wells 5 and Well 13 sites.

Scope Elements Added/Removed

- None this month

February 2025 Progress

- Reviewed and responded to VFDs and well pumps submittal
- Contractor continued coordination with GVEC (electrical service provider).
- Reviewed potential Change Order to install existing 800 kW generator at Well 2 and 3 site.
- Continue coordination with RW Harden (Hydrologist Consultant to CRWA) for required increased permitted pumping capacity for Wells 2 and 14. Pending GCUWCD feedback on modeling requirements.

March 2025 Progress Planned

- Review additional submittals. Anticipated long lead times on electrical equipment. Contractor mobilization will be Spring '25

Project Schedule Summary

- TCEQ Permit Anticipated Approval: March 2025
- Construction Substantial Completion: October 2025
- Status – ON Schedule

STV Service Order No.: 02
Wells Ranch Phase 3 Water Supply Study
Task Manager – David Stanley, PE

Scope

- Water supply study of the Wells Ranch Phase 3 project for additional groundwater supplies and associated evaluations. Includes a new wellfield located in Gonzales County in the Brown Tract. Study evaluates overall infrastructure requirements including transmission and treatment for a complete water supply.

February 2025 Progress

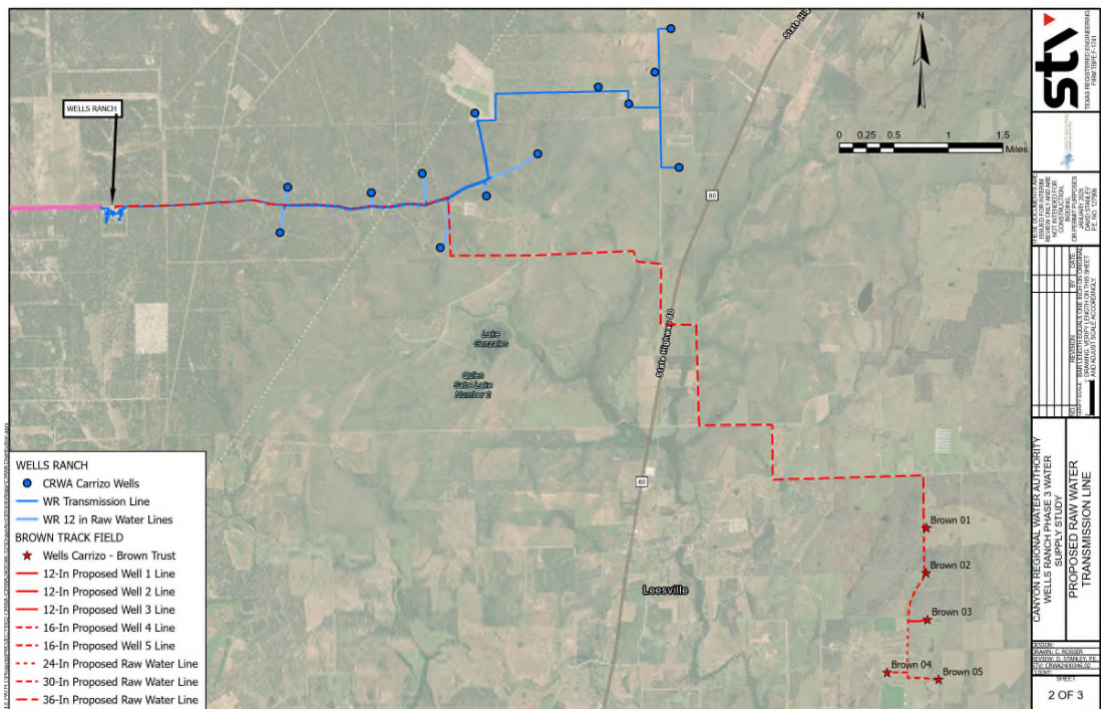
- Finalized conceptual wellfield and site layouts.
- Updated flow summary data for leases, permits, contracts and water supply demands.
- Drafted Well 10 site layout.
- Completed planning level evaluation of environmental conditions and potential impacts.
- Conducted Wells Ranch Phase 3 stakeholder meeting on February 5, 2025.
- Drafted treatment and distribution system stability model.
- Draft OPCC development
- Met with CRWA Staff to review all draft Tables and Exhibits.

March 2025 Projected Planned

- Submit draft report with initial recommendations and budget

Project Schedule Summary

- Draft report due to CRWA on March 7, 2025
- Final report due to CRWA on April 11, 2025
- Status - delayed to combine with Work Order 3 study finding and stakeholder meetings.



STV Service Order No.: 03
Wells Ranch Phase 3 Water Treatment and Well Study
Task Manager – David Stanley, PE

Scope

- Water supply study for Wells Ranch Expansion including Wells 2, 14, 10 and Phase 3 expansion. Preliminary engineering report to for the addition of Well No. 10. Develop conceptual process mechanical and hydraulic modeling to evaluate the existing capacity of the Wells Ranch well collection lines, water treatment plant (WTP), high service pump station (HSPS), and transmission pipeline and the development of conceptual recommendations for improvements.

February 2025 Progress

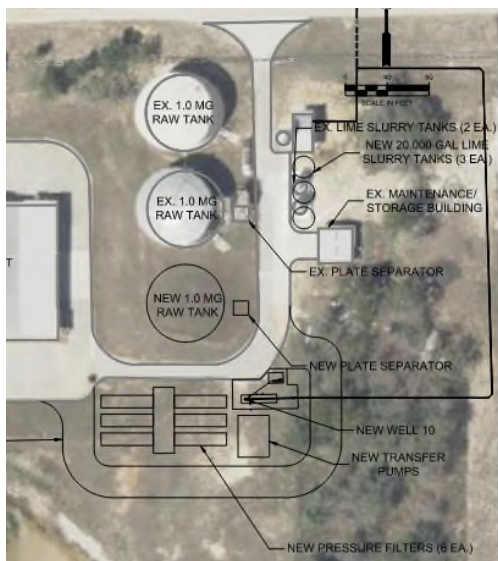
- WTP Evaluation –Conceptual site plan developed. OPPCs developed for alternatives.
- Hydraulic Modeling –Updated new InfoWater Pro model of transmission line and exercised model for proposed improvements associated with expansion. Exercised raw water collection InfoWater Pro model for sizing of proposed collection lines.
- Water Quality Blending Modeling – Developed a draft computer model to predict combined water quality for additional raw water sources. Predicted water quality is similar to existing.
- Preliminary site plan and layout developed for Well 10.
- Developed electrical one line diagrams for plant expansion alternatives.
- Draft OPCC development
- Met with CRWA Staff to review all draft Tables and Exhibits.

March 2025 Projected Planned

- Submit draft report with initial recommendations and budget

Project Schedule Summary

- Draft report due to CRWA on March 7, 2025
- Final report due to CRWA on April 11, 2025
- Status – on schedule



STV Service Order No.: 05
Update of EPA Risk & Resilience Assessment and Emergency Response Plan
Task Manager – Gil Barnett, PE

Scope

- This work includes updating CRWA’s Water System Risk and Resilience Assessment and the Emergency Response Plans to ensure continued compliance with Sec. 2013 of AWIA 2018. The certification due dates are March 31, 2025, for the updated RRA, and September 30, 2025, for the updated ERP.

February 2025 Progress

- Complete preparation for Workshops
- Conducted Workshop 2, Cybersecurity Review February 4, 2025
- Conducting Workshop 3, final steps of RRA process February 26, 2025
- Draft briefing for Board of Trustees March Meeting

March 2025 Projected Progress Planned

- Briefing for Board of Trustees March Meeting in Executive Session
- Complete Draft of RRA for CRWA Review and comments
- Final RRA Report completed
- Certification of RRA Update for EPA on March 31, 2025
- Plan schedule for ERP update.

Project Schedule Summary

- Draft Risk and Resilience Assessment – Due March 14, 2025
- Final Risk and Resilience Assessment – Due March 28, 2025
- Draft Emergency Response Plan – Due July 30, 2025
- Final Emergency Response Plan – Due September 15, 2025
- Status: On schedule.



PROJECT STATUS REPORTS

PROJECT STATUS REPORT SUMMARY

REPORT DATE

February 20, 2025

PREPARED BY

David Kneuper, P.E. – Utility Engineering Group

TXDOT/CRWA IH-10 (SANTA CLARA & ZUEHL) TRANSMISSION LINE ENCASEMENT STATUS SUMMARY

The project includes the addition of approximately 190 LF of steel split casing on the existing CRWA transmission main at Santa Clara Road and the relocation and encasement of approximately 200 LF of the transmission main at Zuehl Road. The project is required due to the reconstruction of the two intersections by the Texas Department of Transportation (TxDOT) with their IH-10 expansion project.

The project pre-construction meeting was held on 2/27/24. The project Notice-to-Proceed has been issued for 2/29/24, giving the Contractor 120 calendar days to reach Substantial Completion and 150 calendar days (total) to reach Final Project Completion. The Contractor mobilized to the site and started work on 4/23/24. As of 5/23/24, the Contractor has completed the split casing and pavement restoration work at the Santa Clara intersection.

The project bore and casing pipe installation was completed on 12/10/24. The Contractor is currently waiting for delivery of the HDPE pipe and fittings, as well as coordination with the tie-in sub-contractor, to complete the work at the site. UEG provided a notice to the Contractor on 7/16/24, on 8/29/24, 10/16/24, and most recently on 1/5/25, of the final completion date and outlined the requirements for delays in the Contractor's progress as provided in the contract documents. Finally, pipeline connection timing will be dependent on coordination with CRWA on timing of the tie-ins.

The contract amount is currently \$541,424.21, which includes the original bid and approved Change Order's No. 1 and No. 2, all of which are fully reimbursable. A request for reimbursement was submitted to TxDOT on 12/18/24 for a partial project payment in the amount of \$213,969.43.

TXDOT/CRWA FM 1518 TRANSMISSION LINE RELOCATION STATUS SUMMARY

The project includes the offset and bore of a new section of 30-Inch CRWA transmission main, approximately 250 LF, across FM 1518 at the intersection with Lower Seguin Road. The project is required due to the TxDOT widening of FM 1518 and associated drainage improvements.

The project Notice-to-Proceed was issued for 2/13/24, giving the Contractor 120 calendar days to reach Substantial Completion and 150 calendar days (total) to reach Final Project Completion. UEG prepared and submitted to the Contractor a project work area notice letter for their continued use of adjacent property outside of the identified project construction limits and CRWA easement. A second project work area notice was issued on 6/28/24. UEG provided a notice to the Contractor on 7/15/24, 8/29/24, 10/17/24, and

most recently on 1/6/25 of the final completion date and outlined the requirements for delays in the Contractor's progress as provided in the contract documents.

All work has been completed on the project except for the establishment of vegetation and restoration of the project site. A project walk through was held on 10/23/24 and the project substantial completion letter was also provided on 10/23/24.

The current construction contract amount is \$634,121.15 based on Change Order No. 1 (-106,537.24) and Change Order No. 2 (\$9,237.60). A request for reimbursement was submitted to TxDOT on 12/17/24 for a partial project payment in the amount of \$116,553.40.

TXDOT IH-10 CRWA CONFLICT AT CHANNEL D RELOCATION STATUS SUMMARY

The project includes the relocation design of CRWA's existing 30" water transmission main that crosses IH-10, just west of the intersection of Santa Clara Road and IH-35. The existing 30" transmission main was originally constructed with CRWA's IH-10 Bore Crossing Project in 2014. The relocation will include approximately 500 linear feet of 30" transmission main, associated casing pipe, and connections to the existing CRWA 24" concrete pressure pipe (C303) along IH-10 as well as the existing 30" ductile iron main running perpendicular to the highway. This proposed relocation is required due to a conflict with TxDOT's proposed Channel D, along the east bound frontage road at TxDOT centerline STA 15102+70. The proposed drainage improvements are associated with TxDOT's IH-10 expansion project between the Cibolo Creek and Linne Road (TxDOT Project No. CSJ 0025-03-097).

Utility Engineering Group was authorized by CRWA on 10/8/24 to begin work on the project. UEG's survey sub-consultant provided the project existing conditions survey file to UEG on 1/2/25. UEG is currently preparing a preliminary relocation plan set and TxDOT Standard Agreement - Supplemental Agreement based on updated TxDOT design files received on 12/10. UEG anticipates completion of the preliminary relocation plans and supplemental agreement, for CRWA review, in early March.



GALLEGOS ENGINEERING, INC.

Firm No. F-003084

P.O. BOX 690067
SAN ANTONIO, TEXAS 78269

210-641-0812 PH

FEBRUARY 2025 MONTHLY REPORT

DATE: February 20, 2025

TO: Kerry Averyt, General Manager
Canyon Regional Water Authority

FROM: Richard M. Gallegos, P.E.
President, Gallegos Engineering, Inc.

SUBJECT: Hays/Caldwell Reedville 12" Pipeline, PHASE 1

Since the last update, we have continued working on the contract specifications including the technical specifications and should have them complete by the end of February 2024.

We completed the water pipeline construction plans and provided a check set to CRWA Mid-January 2025 for final review and comment.

At the time of this memo the overall project is currently still on schedule.

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
03/10/2025	APPOINTMENT OF A REPRESENTATIVE OF CRWA ON THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS	CRWA 25-03-003

INITIATED BY TIMOTHY FOUSSE

STAFF RECOMMENDATION

Accept and approve the recommendation from the CRWA Board of Trustees to appoint a representative to the Alliance Regional Water Authority Board of Directors.

BACKGROUND INFORMATION

Ms. Teresa Scheel's position on the Alliance Water Authority is set to expire in April 2025. Thus, a reappointment or a replacement must be made.

FINANCIAL IMPACT

There is no financial impact of this resolution.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 25-03-003

BE IT RESOLVED that Teresa Scheels' position on the ARWA Board of Directors is set to expire and _____ has been appointed as a Canyon Regional Water Authority representative on the Alliance Regional Water Authority Board of Directors.

Adopted this 10th day of March 2025

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____

Certified and attested by: _____

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
03/10/2025	DECLARING KEELY CONSTRUCTION AS THE SUCCESSFUL BIDDER FOR THE LAKE DUNLAP WATER TREATMENT PLANT STRAINER IMPROVEMENTS PROJECT	CRWA 25-03-004

INITIATED BY

KERRY AVERYT

STAFF RECOMMENDATION

CRWA Staff recommend declaring Keeley Construction as the Successful Bidder for the Lake Dunlap Water Treatment Plant Strainer Improvements Project and authorizing the General Manager to issue a Notice of Award and execute an agreement for such work at a price not to exceed \$2,915,000.

BACKGROUND INFORMATION

The existing strainers at the Lake Dunlap Water Treatment Plant have reached their useful service life and are in need of replacement.

Garver Engineering advertised for bids for the Lake Dunlap Strainer Improvements Project on CivCast, and the CRWA Staff had it advertised on the CRWA Website. The bids were opened on February 4, 2025, at 10:00 AM. There were three bids received.

FINANCIAL IMPACT

The agreement will be executed with a Not to Exceed price of \$2,915,000. \$920,000 was budgeted in the CRWA FY 2025 Budget. The remaining funding will be programmed into the FY 2026 Budget.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 25-03-004

IT IS HEREBY **RESOLVED** by the CRWA Board of Trustees approve and adopt Resolution 25-03-004 declaring Keeley Construction as the successful bidder for the Lake Dunlap Water Treatment Plant Strainer Improvements Project and authorizing the General Manager to issue a Notice of Award and execute an agreement for such work at a price not to exceed \$2,915,000.

Adopted this 10th day of March 2025

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____

Certified and attested by: _____



13750 San Pedro Ave.
 Suite 350
 San Antonio, TX 78232
 TEL 210.447.6250
 www.GarverUSA.com

February 19, 2025

Kerry Averyt, P.E.
 General Manager
 Canyon Regional Water Authority
 850 Lakeside Pass
 New Braunfels, TX 78130

Re: CRWA
 Lake Dunlap WTP Strainer Improvements
 Contractor Proposal Selection

Dear Mr. Averyt,

Three competitive sealed proposals were opened on Tuesday, February 4th, 2025 at 10:00 AM for the above referenced project. They were opened and publicly read. The proposals have been checked for accuracy and for compliance with the contract documents. A total of three (3) proposals were received on the project. Proposers are summarized in Table 1.

Table 1: List of Proposers

Proposer
Associated Construction Partners
Keely Construction
R.E.C. Industries

After receiving the proposals, Garver reviewed the proposal amounts, formulas, and calculations.

The Garver team has made the following observations:

1. All Proposers acknowledged the three addenda.
2. All three proposal packages were compliant with the proposal requirements.
3. The Proposal Contract Prices were significantly higher than our original estimate of \$1,342,000. Based on preliminary discussions of the bids with the proposing contractors, the following variances were identified and are assumed to account for most of the cost differences:
 - a. Electrical costs were substantially higher than estimated. Based on the preliminary discussions, the electrical costs were approximately 90% to 150% higher than the estimate. This cost escalation is likely due to a few factors, including the tight

electrical market for water and wastewater facility work and the challenge of trained electricians.

- b. Piping materials and fittings were substantially higher than estimated. Based on the preliminary discussions, the piping materials and fittings cost were approximately 25% to 40% higher than the estimate. An assumption in the development of the estimated cost for the project was that the temporary piping could be leased instead of purchased. Based on the preliminary discussions, it is unclear if the contractors assumed that the temporary piping would be purchased or if there were other requirements in the project that caused the unit costs to escalate.
- c. The equipment costs were substantially higher than estimated. Based on the preliminary discussions, the equipment costs were approximately 15% to 55% higher than the estimate. It is unclear based on the preliminary discussions of the escalated costs.

The proposals were evaluated and scored according to a rating category system described in the contract documents and as shown below with a maximum possible score of 100. Proposal scoring criteria are summarized in Table 2.

Table 2: Evaluation Criteria

Rating Category	Evaluation Criteria	Points
A	Contract Bid Price	40
B	Team Qualifications and Experience	15
C	Quality, Reputation and Ability to Deliver Projects on Schedule and Budget	25
D	Project Approach & Schedule	20
		100

The proposals were evaluated and the scoring is summarized in Table 3.

Table 3: Proposal Scoring Summary

Proposer	Total Score
Associated Construction Partners	93.0
Keely Construction	94.3
R.E.C. Industries	79.5

Based on the scoring, it is recommended that Keely Construction be notified that they are the selected contractor for further discussion regarding their proposal. If the discussion/negotiations are satisfactory to CRWA, it is proposed that a Notice of Award would be prepared for CRWA Board approval.

If you have any questions or comments, regarding this Selection of Proposer or other items regarding this project, please contact me at 210.268.4707 or at gtswoboda@garverusa.com

Sincerely,

GARVER, LLC

Greg Swoboda, PE
Project Manager, Garver

Xc: David McMullen, CRWA
Adam Telfer, CRWA
Bobby Rodriguez, CRWA
Buddy Boysen, Garver

Attachment

DRAFT

Draft-Confidential

Proposer	Contract Bid Price (40 Max)	Team Qualifications and Experience (15 Max)	Analysis of Proposal Package	Quality, Reputation and Ability to Deliver Projects on Schedule and Budget (25 Max)	Analysis of Proposal Package	Project Approach & Schedule (20 Max)	Analysis of Proposal Package	Total (100 Max)	Recommendation
Associated Construction Partners (ACP)	40.0	13	Chad Riley -25 yrs exp; 10 yrs ACP; Chris Cano Super-8 yrs exp; 17 yrs ACP; long appropriate reference list; Boerne, Blanco, Greenwood WWTP; Diamond Back Elect sub	22	did not provide delivery and schedule info for reference projects; Smaller company in Total revenue;	18	Detailed project approach; did not provide a shut down plan-says will be provided after award; provided generic plan; detailed schedule (10 pages);	93.0	ACP Proposal not as clearly laid out as Keeley proposal.
Keeley Construction	39.3	14	Josh Boardman-14 yrs exp; 1.5 yrs keeley; woked on Hays Caldwell; Esequiel Mendoza Super 31 yrs; 4 yrs Keeley; Alterman sub; Axis coating sub; Hierholzer integrator sub; good project reference list; more info on team layout	24	provided info on project delivery and schedule; good reference list	17	provided response to questions in Instruction to Bidders; project schedule not as detailed (slightly illegible)	94.3	
R.E.C. Industries	29.5	11	Ryan Morlock-11 yrs exp; 3.5 yrs REC (mostly school bldg exp); Paul Andrade super 8 yrs exp; 7 yrs REC (mostly school bldg exp); Alterman sub; Triple E concrete sub; Anchor insulation sub; ok project reference list	22	did not provide delivery and schedule info for reference projects	17	provided response to questions in Instruction to Bidders; project schedule not as detailed	79.5	REC Proposal not as clearly laid out as Keeley proposal.
								0.0	

Proposer	Base Bid	Add Alt	Total*
Associated Construction Partners (ACP)	2,816,875	45,000	2,861,875
Keeley Construction	2,840,000	75,000	2,915,000
R.E.C. Industries	3,787,000	88,000	3,875,000

*Scores were developed from the total of the base bid, alternate and contingency. Totals for ACP and REC did not sum correctly in the submitted bid forms. Gaver assumes the component bids are accurate.

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
03/10/2025	DECLARING KEELY CONSTRUCTION AS THE SUCCESSFUL BIDDER FOR THE HAYS CALDWELL WATER TREATMENT PLANT PHASE 2 IMPROVEMENTS PROJECT	CRWA 25-03-005

INITIATED BY

KERRY AVERYT

STAFF RECOMMENDATION

CRWA Staff recommend declaring Keeley Construction as the Successful Bidder for the Hays Caldwell Water Treatment Plant Phase 2 Improvements Project and authorizing the General Manager to issue a Notice of Award and execute an agreement for such work at a price not to exceed \$9,630,875.

BACKGROUND INFORMATION

The Hays Caldwell Water Treatment Plant is in need of improvements and upgrades, including the addition of Ozone treatment to help reduce the formation of Trihalomethanes in the system.

Ardurra Engineering advertised for bids for the Hays Caldwell Water Treatment Plant Phase 2 Improvements Project on CivCast, and the CRWA Staff had it advertised on the CRWA Website. The bids were opened on January 31, 2025, at 2:00 PM. There were two bids received.

FINANCIAL IMPACT

The agreement will be executed with a Not to Exceed price of \$9,630,875. CRWA has previously acquired funding for this project.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 25-03-005

IT IS HEREBY **RESOLVED** by the CRWA Board of Trustees approve and adopt Resolution 25-03-005 declaring Keeley Construction as the successful bidder for the Hays Caldwell Water Treatment Plant Phase 2 Improvements Project and authorizing the General Manager to issue a Notice of Award and execute an agreement for such work at a price not to exceed \$9,630,875.

Adopted this 10th day of March 2025

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____

Certified and attested by: _____

CANYON REGIONAL WATER AUTHORITY

HAYS/CALDWELL WATER TREATMENT PLANT - PHASE 2 IMPROVEMENTS

1.2 PROPOSAL PRICING/SCHEDULE BASE PROPOSAL

BID ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY.	Engineer OPCC Dated - Feb. 2025		Keeley Construction		Keystone Construction			
				UNIT PRICE PER ITEM	TOTAL COST PER ITEM	UNIT PRICE PER ITEM	TOTAL COST PER ITEM	UNIT PRICE PER ITEM	TOTAL COST PER ITEM		
1	Mobilization, Bonds and Insurance (not to exceed 5% of Total Bid Amount)	LS	1	\$505,000.00	\$	480,000.00	\$	500,000.00	\$	500,000.00	
2	Installation of Stormwater Pollution Prevention Plan (SWPPP) control measures to comply with requirement of the SWPPP including furnish all materials and incidents.	LS	1	\$28,000.00	\$	14,500.00	\$	10,000.00	\$	10,000.00	
3	Construction and installation of a new ozone generation system which consists of a) an Ozone Building to house ozone generation equipment and new electrical room, associated process mechanical equipment, valves and piping, architectural, structural, HVAC, electrical, instrumentation control and SCADA integration; b) a Contact/Off-gas Structures and Ozone Destruct Structure; c) liquid oxygen containment equipment pad; and d) installation of Ozone Generation and Feed System Equipment, and start-up and testing planning and execution including all coordination of testing, startup and acceptance of new and modified systems as shown on the Drawings and specified herein. Exclude procurement costs for the Ozone Generation system equipment as described under Item 7, complete in place.	LS	1	\$6,219,000.00	\$	5,568,000.00	\$	6,974,250.00	\$	6,974,250.00	
4	Yard piping modifications and improvements as shown on the Drawings and specified herein.	LS	1	\$765,000.00	\$	750,000.00	\$	800,000.00	\$	800,000.00	
5	Miscellaneous site civil improvements including demolition, erosion control, site restoration, paving, grading, drainage, etc. as shown on the Drawings and specified herein.	LS	1	\$108,000.00	\$	120,000.00	\$	50,000.00	\$	50,000.00	
6	Furnish all labor, equipment, materials, tools and professional engineer's services to provide trench safety (all depths and pipe sizes) in accordance with all applicable City, State and Federal laws, ordinances, rules and guidelines, complete in place.	LF	375	\$12.00	\$	9.00	\$	10.00	\$	3,750.00	
7	Ozone Generation and Feed System Equipment Package as defined on the Drawings and in Section 11.20.2 of the Contract Specifications.	LS	1	\$2,130,000.00	\$	2,130,000.00	\$	2,130,000.00	\$	2,130,000.00	
				Total Base Proposal Amount		\$9,759,500.00		\$9,065,875.00		\$10,468,000.00	

1.3 ADDITIVE ALTERNATIVE PROPOSAL ITEMS

BID ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY.	Engineer OPCC Dated - Feb. 2025		Keeley Construction		Keystone Construction			
				UNIT PRICE PER ITEM	TOTAL COST PER ITEM	UNIT PRICE PER ITEM	TOTAL COST PER ITEM	UNIT PRICE PER ITEM	TOTAL COST PER ITEM		
1	Rehabilitation of the existing 1-MG steel ground storage tank.	LS	1	\$341,000.00	\$	565,000.00	\$	680,000.00	\$	680,000.00	
				Total Additive Alternate Proposal Amount		\$341,000.00		\$565,000.00		\$680,000.00	

TOTAL BASE + ADDITIVE ALTERNATE PROPOSAL AMOUNT				\$10,100,500.00	\$9,630,875.00	\$11,148,000.00
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Mr. Kerry Averyt
 General Manager
 Canyon Regional Water Authority
 850 Lakeside Pass
 New Braunfels, TX 78130

**Subject: Bid Proposal Review for:
 Hays/Caldwell Improvements Project
 Phase 2 (ID: HC Phase 2)**

Dear Mr. Averyt:

On January 31, 2025 bid proposals were received for the construction of the above referenced project. The work consists of the construction of an ozone system, related components and appurtenances, yard piping, and associated structural, building mechanical, electrical, instrumentation, control, and site civil improvements and all other necessary appurtenances for a fully functioning facility as described in the Contract Drawings and Specifications.

Two (2) construction firms submitted proposals for this work: Keeley Construction Group, Inc. and Keystone Construction Services, LP. The proposals were checked for completeness and for mathematical errors and bid irregularities. The proposal prices are summarized as follows along with Engineer’s OPCC dated February 2025. The bid prices are within 5-10% of engineer’s OPCC.

	Engineer’s OPCC (February 2025)	Keeley Construction Group, Inc.	Keystone Construction Services, LP
Total Base Bid Price	\$9,759,500.00	\$9,065,875.00	\$10,468,000.00
Additive Alternate Bid Price	\$341,000.00	\$565,000.00	\$680,000.00
Total Base Bid + Additive Alternate Bid Price	\$10,100,500.00	\$9,630,875.00	\$11,148,000.00

CRWA indicated that the bid prices are higher than what’s initially anticipated. The following factors are identified.

- The project design was completed in 2023. Due to funding limitation, CRWA decided to break down the project into phases. The Phase 1 GST improvements was bid in December 2023 and is currently under construction. The Phase 2 is for Ozone Improvements and was advertised in November 2024. In the process of preparing bid package for the Phase 2 advertisement, through final coordination with ozone equipment supplier, Primozone indicated the ozone system has evolved since the original design which required modifications to previous electrical and HVAC design to accommodate latest



design criteria (electrical loads, heat loads etc.), and led to changes in the wiring, different/additional I/O points, etc. All of which could add to the construction costs.

- As Ardurra previously mentioned, when breaking out only certain elements of the project package, the design will need to be adjusted to include a different approach as to what elements will be installed now versus later, and how that elements need to be reconfigured to make provisions and accommodate future elements. This could also incur additional costs that may not be necessary when a whole project is bid as a single package.
- Material escalation has been a continued trend especially in electrical market. Copper has been considered volatile recently, with significant price swings throughout 2024, primarily driven by market sentiment and speculation around factors like supply chain disruptions, and the growing demand for copper in renewable energy sectors. As countries push for carbon neutrality, the demand for copper used in electric vehicles, wind turbines, and solar power systems has surged. This volatility is expected to continue into 2025.
- Labor costs in construction are exploding. We are hearing contractors are unable to keep their crews because of people jumping from one contractor to another.
- Contractors don't seem to have as much competition insofar especially for small projects that they can be more selective about which jobs they chase. That lack of competition drives up pricing.

We have completed our initial review and scoring of each proposal based on established CSP criteria and would like to obtain CRWA staff input to finalize the scores and make final recommendation of award. The proposal scoring sheet is attached to this letter for CRWA's review.

We appreciate the opportunity to continue to work with CRWA on this project, and will be happy to discuss bid evaluation in further details. Should you have any questions or need further information, please call me at 713-208-9463, or by email ysun@ardurra.com

Very truly yours,

Yue Sun, P.E., BCEE
Project Director
TBPE Firm Registration No F-10053
cc: File - Ardurra

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
03/10/2025	ADDENDUM TO THE CONTRACT FOR SALE OF PART OF CANYON REGIONAL WATER AUTHORITY'S OWNERSHIP IN THE HAYS CALDWELL PUBLIC UTILITY AGENCY (HCPUA) CONTRACT AS AMENDED WITH GREEN VALLEY SUD	CRWA 25-03-006

INITIATED BY

KERRY AVERYT

STAFF RECOMMENDATION

CRWA Staff recommends approving a proposed addendum to the contract for sale of part of Canyon Regional Water Authority's ownership in the Hays Caldwell Public Utility Agency (HCPUA) Contract as amended with Green Valley SUD providing for a schedule of reimbursement of sums advanced by CRWA in connection with the HCPUA/ARWA Project.

BACKGROUND INFORMATION

In January 2008 CRWA entered into a regional water supply contract with the HCPUA for the purpose of developing, and a 30.89% ownership of, a water supply project in the Carrizo-Wilcox Aquifer (Project).

In July 2014, CRWA entered into a contract with Green Valley SUD for sale of 33.33% of CRWA's ownership in the Project. The agreement did not include a schedule of payment to CRWA for the ownership.

This resolution will approve a contract that provides a schedule of payment to CRWA for Green Valley SUD's ownership in the Project.

FINANCIAL IMPACT

The current total balance due to CRWA is \$3,168,610.

Green Valley SUD's portion of the total balance due is \$1,134,207 to be remitted in monthly payments of \$30,000 until the full amount has been paid.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 25-03-006

IT IS HEREBY **RESOLVED** by the CRWA Board of Trustees approve and adopt Resolution 25-03-006 approving a proposed addendum to the contract for sale of part of Canyon Regional Water Authority's ownership in the HCPUA Contract as amended with Green Valley SUD providing for a schedule of reimbursement of sums advanced by CRWA in connection with the HCPUA/ARWA Project

Adopted this 10th day of March 2025

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____

Certified and attested by: _____

**ADDENDUM TO
CONTRACT FOR SALE OF PART OF CRWA'S
OWNERSHIP IN THE HCPUA CONTRACT AS AMENDED**

This Addendum to the July 24, 2014 Contract for Sale of Part of CRWA's Ownership in the HCPUA Contract as Amended (the "2014 Shares Contract") between Canyon Regional Water Authority ("CRWA") and Green Valley Special Utility District ("Green Valley") (collectively, the "Parties") is entered into and effective as of the ___ day of _____, 2025 (the "Effective Date").

RECITALS

WHEREAS, the Parties entered into the 2014 Shares Contract for the sale by CRWA and the purchase by Green Valley of 33.333% of CRWA's 30.89% share of the Hays Caldwell Public Utility Agency (now known as Alliance Regional Water Authority ("ARWA") Project; and

WHEREAS, pursuant to Section 2.21 of the 2014 Shares Contract, the Parties agreed, among other things, that payment by Green Valley to CRWA of \$1,018,546, which dollar amount, subject to adjustment to reflect CRWA's investment as of the July 24, 2014 effective date of the 2014 Shares Contract, would constitute "payment in full for Green Valley's share of CRWA's investment in the ARWA Project through the July 24, 2014 effective date"; and

WHEREAS, the \$1,018,546 specified in the 2014 Shares Contract as due and owing by Green Valley to CRWA in exchange for CRWA's conveyance to Green Valley of 33.333% of CRWA's 30.89% interest in the ARWA Project has been modified by CRWA to reflect CRWA's investments in the ARWA Project through July 24, 2014 and to reflect certain credits and adjustments to the purchase price, so that the amount due and owing by Green Valley to CRWA under the 2014 Shares Contract now totals \$1,134,207.53 (the "Final Purchase Price"); and

WHEREAS, as of the Effective Date of this Addendum to the 2014 Shares Contract, CRWA has not invoiced Green Valley and Green Valley has not made payments for Green Valley's purchase of 33.333% of CRWA's 30.89% share of the ARWA Project; and

WHEREAS, the Parties agree that, as of the Effective Date of this Addendum, all debt service payments and other payment obligations of Green Valley relating to its ownership of 33.333% of CRWA's interest in the ARWA Project have been fully met and fulfilled, and only the Final Purchase Price amount of \$1,134,207.53 remains outstanding;

The Parties now agree as follows:

AGREEMENT

1. Recitals Incorporated. The Parties agree that the above recitals in this Addendum are true and correct, and said recitals are incorporated herein by reference for all purposes.

2. Monthly Invoicing and Payment Schedule. Beginning with the Effective Date of this Addendum, CRWA shall provide Green Valley with an invoice on a monthly basis for \$30,000.00. Only upon receipt of said monthly invoice shall Green Valley be obligated to pay to CRWA \$30,000.00, which amount shall be due and owing to CRWA within 30 days of Green Valley's receipt of said monthly invoice. Green Valley shall have no payment obligation for any portion of the Final Purchase Price not invoiced by CRWA. The monthly \$30,000 invoicing and remittance process shall continue until Green Valley has made full payment of the Final Purchase Price. CRWA's final monthly invoice shall be in the amount of the remainder of the Final Purchase Price and Green Valley's payment to CRWA of the final invoiced amount shall act to terminate this Addendum. The Parties agree that no interest shall accrue to the Final Purchase Price or any individual invoiced monthly payment.

3. No Other Modification to 2014 Shares Agreement Intended. The Parties agree that this Addendum is not intended to alter or modify any of their respective obligations under the 2014 Shares Contract, included but not limited to payments for future HCPUA (ARWA) costs and expenses, Green Valley's right of first refusal entitlements, or general terms and conditions.

IN WITNESS WHEREOF, the Parties have executed this instrument, which may be executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument, to be effective as of the Effective Date.

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CANYON REGIONAL WATER AUTHORITY

By: _____
Timothy Fousse
Chairman, Board of Trustees

ACKNOWLEDGEMENT

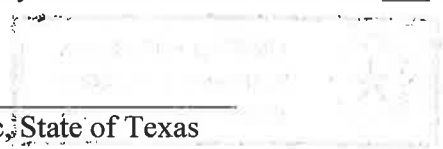
STATE OF TEXAS §

COUNTY OF GUADALUPE §

Before me on this day personally appeared Timothy Fousse, acting in his capacity as Chairman of the Board of Trustees of the Canyon Regional Water Authority, and acknowledged to me that he executed the above document for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of ____, 2025.

Notary Public, State of Texas



GREEN VALLEY SPECIAL UTILITY DISTRICT

By: Phillip K. Gage
Phillip K. Gage
General Manager

ACKNOWLEDGEMENT

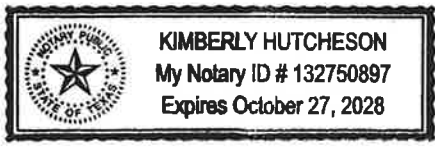
STATE OF TEXAS §

COUNTY OF GUADALUPE §

Before me on this day personally appeared Phillip K. Gage, acting in his capacity as General Manager of Green Valley Special Utility District, and acknowledged to me that he executed the above document for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of FEB, 2025.

Kimberly Hutcherson
Notary Public, State of Texas



**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
03/10/2025	ADDENDUM TO THE CONTRACT FOR SALE OF PART OF CANYON REGIONAL WATER AUTHORITY'S OWNERSHIP IN THE HAYS CALDWELL PUBLIC UTILITY AGENCY (HCPUA) CONTRACT AS AMENDED WITH CRYSTAL CLEAR SUD	CRWA 25-03-007

INITIATED BY

KERRY AVERYT

STAFF RECOMMENDATION

CRWA Staff recommends approving a proposed addendum to the contract for sale of part of Canyon Regional Water Authority's ownership in the Hays Caldwell Public Utility Agency (HCPUA) Contract as amended with Crystal Clear SUD providing for a schedule of reimbursement of sums advanced by CRWA in connection with the HCPUA/ARWA Project.

BACKGROUND INFORMATION

In January 2008 CRWA entered into a regional water supply contract with the HCPUA for the purpose of developing, and a 30.89% ownership of, a water supply project in the Carrizo-Wilcox Aquifer (Project).

In July 2014, CRWA entered into a contract with Crystal Clear SUD for sale of 53.524% of CRWA's ownership in the Project. The agreement did not include a schedule of payments to CRWA for the ownership.

This resolution approves a contract that provides a schedule of payment to CRWA for Crystal Clear SUD's ownership in the Project.

FINANCIAL IMPACT

The current total balance due to CRWA is \$3,168,610.

Crystal Clear SUD's portion of the total balance due is \$1,821,238 to be remitted in monthly payments of \$30,000 until the full amount has been paid.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 25-03-007

IT IS HEREBY **RESOLVED** by the CRWA Board of Trustees approve and adopt Resolution 25-03-007 approving a proposed addendum to the contract for sale of part of Canyon Regional Water Authority's ownership in the HCPUA Contract as amended with Crystal Clear SUD providing for a schedule of reimbursement of sums advanced by CRWA in connection with the HCPUA/ARWA Project

Adopted this 10th day of March 2025

Ayes ____ Nays____ Abstained____ Absent____

Approved by: _____

Certified and attested by: _____

**ADDENDUM TO
CONTRACTS FOR SALE OF PART OF CRWA'S
OWNERSHIP IN THE HCPUA CONTRACT AS AMENDED**

This Addendum to the August 11, 2014 Contract for Sale of Part of CRWA's Ownership in the HCPUA Contract as Amended and the October 13, 2014 Second Contract for Sale of Part of CRWA's Ownership in the HCPUA Contract as Amended (collectively, the "2014 Shares Contracts") between Canyon Regional Water Authority ("CRWA") and Crystal Clear Special Utility District ("Crystal Clear") (collectively, the "Parties") is entered into and effective as of the ___ day of _____, 2025 (the "Effective Date").

RECITALS

WHEREAS, the Parties entered into the 2014 Shares Contracts for the sale by CRWA and the purchase by Crystal Clear of: (a) 33.333 percent of CRWA's 30.89 percent share of the Hays Caldwell Public Utility Agency (now known as Alliance Regional Water Authority ("ARWA") Project; and (b) 20.191 percent of CRWA's 30.89 percent share of the ARWA Project, for a cumulative sale by CRWA and purchase by Crystal Clear under the 2014 Shares Contracts of 53.524 percent of CRWA's 30.89 percent share of the ARWA Project; and

WHEREAS, pursuant to Section 2.21 of the 2014 Shares Contracts, the Parties agreed, among other things, that payment by Crystal Clear to CRWA of 53.524 percent of \$3,056,000 in costs and expenses incurred as of January 2014, which dollar amount, subject to adjustment to reflect CRWA's investment as of the August 11, 2014 and October 13, 2014 effective dates of the 2014 Shares Contracts, would constitute "payment in full for Crystal Clear's share of CRWA's investment" in the ARWA Project through the respective effective dates of the 2014 Shares Contracts; and

WHEREAS, the amount of \$1,639,582.44 represented 53.524 percent of CRWA's \$3,056,000 in cost incurred for CRWA's participation through the effective dates of the 2014 Share Contracts has been modified by CRWA to reflect CRWA's investments in the ARWA Project through July 24, 2014 and to reflect certain credits and adjustments to the purchase price, so that the amount due and owing by Crystal Clear to CRWA under the 2014 Shares Contracts now totals \$1,821,238.07 (the "Final Purchase Price"); and

WHEREAS, as of the Effective Date of this Addendum to the 2014 Shares Contracts, CRWA has not invoiced Crystal Clear and Crystal Clear has not made payments for Crystal Clear's cumulative purchase of 53.524 percent of CRWA's 30.89 percent share of the ARWA Project; and

WHEREAS, the Parties agree that, as of the Effective Date of this Addendum, all debt service payments and other payment obligations of Crystal Clear relating to its ownership of 53.524% of CRWA's interest in the ARWA Project have been fully met and fulfilled, and only the Final Purchase Price amount of \$1,821,238.07 remains outstanding;

The Parties now agree as follows:

AGREEMENT

1. Recitals Incorporated. The Parties agree that the above recitals in this Addendum are true and correct, and said recitals are incorporated herein by reference for all purposes.
2. Monthly Invoicing and Payment Schedule. Beginning with the Effective Date of this Addendum, CRWA shall provide Crystal Clear with an invoice on a monthly basis for \$30,000.00. Only upon receipt of said monthly invoice shall Crystal Clear be obligated to pay to CRWA \$30,000.00, which amount shall be due and owing to CRWA within 30 days of Crystal Clear's receipt of said monthly invoice. Crystal Clear shall have no payment obligation for any portion of the Final Purchase Price not invoiced by CRWA, nor shall Crystal Clear be subjected to late fees, interest or penalty. The monthly \$30,000 invoicing and remittance process shall continue until Crystal Clear has made full payment of the Final Purchase Price. CRWA's final monthly invoice shall be in the amount of the remainder of the Final Purchase Price and Crystal Clear's payment to CRWA of the final invoiced amount shall act to terminate this Addendum. The Parties agree that no interest shall accrue to the Final Purchase Price or any individual invoiced monthly payment.
3. No Other Modification to 2014 Shares Contracts Intended. The Parties agree that this Addendum is not intended to alter or modify any of their respective obligations under the 2014 Shares Contracts, included but not limited to payments for future HCPUA (ARWA) costs and expenses, Crystal Clear's right of first refusal entitlements, or general terms and conditions.

IN WITNESS WHEREOF, the Parties have executed this instrument, which may be executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument, to be effective as of the Effective Date.

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CANYON REGIONAL WATER AUTHORITY

By: _____
Timothy Fousse
Chairman, Board of Trustees

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF GUADALUPE §

Before me on this day personally appeared Timothy Fousse, acting in his capacity as Chairman of the Board of Trustees of the Canyon Regional Water Authority, and acknowledged to me that he executed the above document for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of ____, 2025.

Notary Public, State of Texas

CRYSTAL CLEAR SPECIAL UTILITY DISTRICT

By: *Regina C. Franke*
Regina C. Franke
General Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF GUADALUPE §

Before me on this day personally appeared Regina C. Franke, acting in her capacity as General Manager of Crystal Clear Special Utility District, and acknowledged to me that he executed the above document for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6 day of March, 2025.

Raelynn Flores
Notary Public, State of Texas



Subject: GROUNDWATER LEASE - CANYON REGIONAL WATER AUTHORITY (CRWA WR)
Date: Friday, January 31, 2025 at 3:30:01 PM Central Standard Time
From: Trey Wilson - R L WILSON LAW
To: natalieobanion2016@gmail.com
Priority: High
Attachments: image001.png, Guadalupe_2024-07-01_N_202499015234_V_OPR_0_P_0[22][36].pdf

Good afternoon Natalie and thank you, again, for taking the time to speak with me this afternoon.

As you know, I represent CRWA, which is the Lessee in a Groundwater Lease with RAY MICHAEL and SCHARLEY BRITE. The groundwater lease is associated with a 198.854 acre tract of land located in Guadalupe County. You explained that Mr. and Mrs. Brite are your parents and that you are the family's point of contact for the property. I advised that I will be CRWA's point of contact on this matter

During our call, I explained that the Deed from your parents to WINDSOR CHASE, LLC (copy attached) facially reserves an 80% interest in the "Mineral Estate and/or oil, gas and other minerals in, on or under and that may be produced" from the Property but is silent as to the Water Estate and groundwater rights.

You explained to me that your understand and intent in connection with the owner-financed sale to WINDSOR CHASE is as follows:

- (i) BRITE family to retain 100% of rights in groundwater during owner finance period; and
- (ii) BRITE family to retain 80% of rights in groundwater following WINDSOR CHASE's payment in full of all sums owed to BRITE family.

Unfortunately, the Deed and other documents on file with the Guadalupe County Clerk do not support this position.

Under Texas law, underground water is part of the surface estate, and unless severed by reservation or conveyance, it belongs to the owner of the surface. See *Corpus Christi v. Pleasanton*, 154 Tex. 289, 276 S.W.2d 798 (1955); *Texas Co. v. Burkett*, 117 Tex. 16, 296 S.W. 273 (1927). In Texas, water is not part of the mineral estate. *Fleming Foundation v. Texaco, Inc.*,

337 S.W.2d 846 (Tex. Civ. App. 1960, writ ref'd, n.r.e.) (water is not a "mineral" within the phrase "all oil, gas and other minerals" in an oil and gas lease.). Water is not "a thing of like kind to oil and gas." *Fleming Found. v. Texaco, Inc.* at 852. It follows, then, that a grant of "oil, gas and other minerals" does not include a conveyance of water. To be sure, unless water (or subsurface water) is expressly reserved or conveyed, it remains an unsevered part of the surface estate. See *Sun Oil Co. v. Whitaker*, 483 S.W.2d 808, 811 (Tex. 1972); *Pfluger v. Clack*, 897 S.W.2d 956, 959 (Tex. App.—Eastland 1995, writ denied); *Fleming Foundation at 852*.

Since the attached Deed from your parents to WINDSOR CHASE is silent as to groundwater, there is a **presumption** the intent of the Brite family was to sell the surface, sell the groundwater, and sell 20% of mineral interests associated with the land. Likewise, the face of the Deed does not make any reference to ownership of minerals during the interim/owner-finance period.

If the failure of the Deed to reserve an interest in the groundwater results from oversight or error, the Brite family should make arrangements to have WINDSOR CHASE execute an instrument conveying the groundwater estate to the BRITE family. Once a properly executed and notarized and instrument is recorded, CRWA will resume making lease payments to WINDSOR CHASE.

The BRITE family should reach out to WINDSOR CHASE immediately to discuss this matter. During our call, you requested that I contact WINDSOR CHASE to advise of this situation and required corrective action. If you confirm your request in writing I am happy to do so, and will explain to WINDSOR CHASE CRWA's perspective as discussed above.

However, please know that I am CRWA's attorney and cannot advocate the BRITE family's interests in connection with confirming ownership of the Water Estate and determining entitlement to the lease payments.

Thank you again, and please let me know how you wish to proceed.



Trey Wilson

R L WILSON LAW FIRM

16607 Blanco Rd., Suite 501

San Antonio, Texas 78232

Phone: 210-223-4100

Fax: 210-223-4200

www.SanAntonioRealEstateLawyer.com

www.sa-law.com

Wednesday, March 5, 2025 at 20:43:04 Central Standard Time

Subject: RE: WATER LEASE PAYMENTS -- Brite / Windsor Chase 198.854 acres Guadalupe County, TX (CRWA WR)
Date: Monday, February 10, 2025 at 5:07:31 PM Central Standard Time
From: Richard Carpenter, CPL
To: Trey Wilson - R L WILSON LAW
Attachments: image002.png, image004.jpg

Mr. Wilson, I have reached out to our client Windsor Chase and they are looking into the claims regarding ownership of the water rights. Until I hear back, I would request that payment for those rights be held in suspense.

Sincerely,



Richard Carpenter
Land Services Director - The Daughtrey Law firm

📞 713-669-1498

📍 2525 Robinhood Street, Houston, Texas 77005

🌐 daughtreylaw.com

NOTICE:

Requests for transaction documents received after 2 pm central time may not be prepared until the next business day.

We must receive real estate closing documents sent to us for execution at least 2 business days before the scheduled closing date to guarantee a timely return.



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From: Trey Wilson - R L WILSON LAW <trey@sa-law.com>
Sent: Wednesday, February 5, 2025 9:44 AM
To: Richard Carpenter, CPL <Richard@daughtreylaw.com>
Subject: WATER LEASE PAYMENTS -- Brite / Windsor Chase 198.854 acres Guadalupe County, TX (CRWA WR)

Good morning Richard and thank you for our discussion earlier today.

Per your request, I have attached the June 4, 2010 groundwater lease agreement (“Water Rights Agreement”) between my client, Canyon Regional Water Authority (“CRWA”) and Ray Michael Brite. Also attached is the June 27, 2024 deed from Brite to your firm’s client, Windsor Chase, LLC.

As discussed, the Brite family has contacted CRWA and demanded payment of the semi-annual water lease payments. When CRWA determined that ownership of the property was transferred in June, 2024, they sent the matter to me to determine the proper party for royalty payments.

My review of the Deed (attached) reveals that the Brite family reserved 80% of the mineral interests, but that there is no express reservation of the water estate.

On January 31, 2025, I spoke with Natalie Brite who is the adult daughter of/POA for RAY MICHAEL and SCHARLEY BRITE. During our call, we discussed the language of the Deed and its silence concerning water. Ms. Brite advised that her family is owner-financing the property, and that the Brite family has an “agreement/understanding” with Windsor Chase that the water estate (and water lease payments from CRWA) is apportioned as follows:

- 100% to Brite family during the owner-finance period; and
- 80% to Brite family following payoff of all sums owed to the family by Windsor Chase.

Ms. Brite told me that the property “does not have minerals” and that the reservation language in the Deed was understood by all parties to reference water. The Brite family has not submitted any documents to support the claimed division of water rights.

Please advise of Windsor Chase’s position concerning the water estate (and entitlement to water royalty lease payments) associated with the property.

It is CRWA’s hope that the Brite family and Windsor Chase can come to a consensus on the lease payments so that CRWA may promptly issue payment. If no agreement can be reached, CRWA reserves the right to implead the payments into the Court Registry.

Thank you and I look forward to your response.



Trey Wilson
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San Antonio, Texas 78232
Phone: 210-223-4100
Fax: 210-223-4200
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www.sa-law.com

From: Joan Wilkinson <joan@crwa.com>
Date: Wednesday, December 18, 2024 at 7:39 AM
To: Richard Carpenter, CPL <Richard@daughtreylaw.com>
Cc: Trey Wilson - R L WILSON LAW <trey@sa-law.com>
Subject: RE: Deed conveyance from Brite to Windsor Chase 198.854 acres T.H. Tilley Survey et al Guadalupe County, TX

Good Morning,

Attached is a copy of the Water Rights Agreement Canyon Regional Water Authority has on file pertaining to the 198.854 acres.

Thank you,

*Joan Wilkinson, Finance Manager
Canyon Regional Water Authority
830-609-0543 - office
830-221-6888 – mobile*



From: Richard Carpenter, CPL <Richard@daughtreylaw.com>

Sent: Tuesday, December 17, 2024 9:04 AM

To: Joan Wilkinson <joan@crwa.com>

Subject: Deed conveyance from Brite to Windsor Chase 198.854 acres T.H. Tilley Survey et al Guadalupe County, TX

Joan, I didn't receive the ground water lease yesterday. Can you please send this morning.

Joan, as we discussed, attached is a recorded copy of the deed from Ray Michael Brite and Scharley Jean Brite to our client, Windsor Chase LLC. The deed does have a reservation of 80% of the oil, gas and minerals but does not reserve ingress and egress rights. Accordingly, we are requesting on behalf of our client Windsor Chase, LLC to be provided a copy of the Ground Water Lease currently in effect covering the referenced property.

||
Sincerely,

Richard Carpenter

Land Services Director - The Daughtrey Law firm

 713-669-1498

 2525 Robinhood Street, Houston, Texas 77005

 daughtreylaw.com

NOTICE:

Requests for transaction documents received after 2 pm central time may not be prepared until the next business day.

We must receive real estate closing documents sent to us for execution at least 2 business days before the scheduled closing date to guarantee a timely return.



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GF# PS-2608-SD

WARRANTY DEED WITH VENDOR'S LIEN

(Vendor's Lien Reserved and Assigned to Third Party Lender)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REVOKE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF GUADALUPE

§

THAT THE UNDERSIGNED, **RAY MICHAEL BRITE and SCHARLEY JEAN BRITE**, hereinafter called "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantee herein named, whose address is **448 WEST 19TH STREET, HOUSTON, TX 77008**, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of that one certain promissory note with balloon payment of even date herewith in the principal sum of **ONE MILLION NINE HUNDRED NINE THOUSAND TWO HUNDRED SEVENTY-TWO and 07/100 DOLLARS (\$1,909,272.07)**, payable to the order of **RAY MICHAEL BRITE and SCHARLEY JEAN BRITE**, as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which promissory note with balloon payment is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust with balloon payment of even date herewith to **SCOTT MCKNIGHT**, Trustee, has **GRANTED, SOLD AND CONVEYED**, and by these presents does **GRANT, SELL AND CONVEY** unto **WINDSOR CHASE, LLC**, herein referred to as the "Grantee", whether one or more, all of Grantor's right, title and interest in and to the real property described as follows, to-wit:

SEE LEGAL DESCRIPTION AS DESCRIBED ON EXHIBIT "A" - BEING ATTACHED HERETO AND MADE A PART HEREOF FOR ALL INTENDED PURPOSES.

Commonly known as: **6003 NOCKENUT ROAD, SEGUIN, TEXAS 78155**

THIS CONVEYANCE IS MADE SAVE AND EXCEPT THE FOLLOWING RESERVATION: There is hereby reserved unto GRANTORS, their heirs and assigns, of any and all of the remaining interest in and to EIGHTY PERCENT (80%) of the Mineral Estate and/or oil, gas and other minerals in, on, under and that may be produced from the hereinabove described real property; GRANTOR does waive rights of ingress and egress and of reasonable use of the Property (including surface materials) that are part of the Mineral Estate for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants and conditions, if any, relating to the hereinabove described property as the same are filed for record in the County Clerk's Office of **GUADALUPE** County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor's heirs, executors, administrators, successors and/or assigns to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described promissory note with balloon payment and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute. THAT RAY MICHAEL BRITE and SCHARLEY JEAN BRITE("Lender"), at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinabove described promissory note with balloon payment, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Lender and the same are hereby TRANSFERRED AND ASSIGNED to said Lender, its successors and assigns.

Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee.

TO BE EFFECTIVE on this the 27TH day of JUNE, 2024.

GRANTOR:

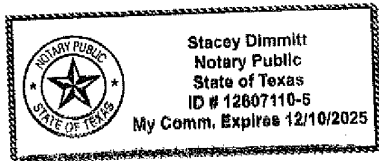
Ray Michael Brite by Natalie Brite-David
RAY MICHAEL BRITE, by NATALIE BRITE-DAVID,
as Agent/Attorney-in-Fact

Scharley Jean Brite by Natalie Brite-David
SCHARLEY JEAN BRITE, by NATALIE BRITE-DAVID,
as Agent/Attorney-in-Fact

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Brewer §

The foregoing instrument was acknowledged before me on this 27th day of JUNE, 2024, by NATALIE BRITE-DAVID, as Agent/Attorney-in-Fact on behalf of both, RAY MICHAEL BRITE and SCHARLEY JEAN BRITE.



[Signature]
NOTARY PUBLIC, STATE OF _____
My Commission Expires: _____
Printed Name of Notary: _____

AFTER RECORDING, RETURN TO:

WINDSOR CHASE, LLC
448 WEST 19TH STREET
HOUSTON, TX 77008

Exhibit "A"
Property Description

BEING a 198.854 acre tract of land situated in the T.H. Tilley Survey, Abstract Number 390, in the Mary L. McCombs Survey, Abstract Number 246, and in the H. & T.C. RR. Co. Survey, Abstract Number 178, in the T.H. Tilley Survey, Abstract Number 390, and in the Mary L. McCombs Survey, Abstract Number 246, Guadalupe County, Texas, being all of that same called 198.864 acre tract described in instrument to Oakhaven Enterprises, LLC, recorded under Clerk's File Number 201899004184, of the Official Public Records of Guadalupe County, Texas (O.P.R.G.C.T.), said 198.854 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the apparent common line between said McCombs Survey and the A.J. Magee Survey, Abstract Number 457, in the northerly margin of Nockenut Road, for the common southerly corner of said 198.864 acre tract and that certain called 148.00 acre tract described as "Tract One" in instrument to Mary Lorna Dezell, recorded in Volume 943, Page 500, O.P.R.G.C.T., being the most westerly southwest corner of the herein described 198.854 acre tract, from which a 1/2 inch iron rod found for reference, bears South 68°45'52" West, 1700.88 feet, said POINT OF BEGINNING having a Texas State Plane Coordinate value of N: 13,700,924.64, E: 2,321,359.00, South Central Zone, grid measurements;

THENCE North 14°02'16" East, 2807.57 feet, with the common line between said 198.864 acre tract and said 148.00 acre tract, to a 1/2 inch iron rod found for the common corner of said 198.864 acre tract, said 148.00 acre tract, and that certain called 198.864 acre tract described in instrument to Sandra Jo Brite (Brite Tract), recorded in Volume 1696, Page 933, O.P.R.G.C.T., being an angle point in the westerly line of the herein described 198.854 acre tract;

THENCE North 11°58'07" East, 1665.90 feet, with the common line between said 198.864 acre tract and said Brite Tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the southerly line of Lot 5 of Rural Acres Subdivision, as shown on the map or plat thereof, recorded in Volume 5, Page 85, of the Map Records of Guadalupe County, Texas (M.R.G.C.T.), for the common northerly corner of said 198.864 acre tract and said Brite Tract, being the northwesterly corner of the herein described 198.854 acre tract, from which a 1/2 inch iron rod found for reference, bears South 89°05'44" West, 329.57 feet;

THENCE North 89°05'44" East, 70.74 feet, with the common line between said 198.864 acre tract and said Lot 5, to a 1/2 inch iron rod found for the common corner of said 198.864 acre tract, said Lot 5, and Lot 4 of Lost Acres Subdivision, as shown on the map or plat thereof, recorded in Volume 5, Page 87, M.R.G.C.T., being an angle point in the northerly line of the herein described 198.854 acre tract;

THENCE with the common line between said 198.864 acre tract and said Lot 4, the following three (3) courses and distances:

1. North 89°12'21" East, 75.74 feet, to a 1/2 inch iron rod (bent) found for corner;
2. North 88°04'05" East, 171.74 feet, to a 1/2 inch iron rod found for corner;
3. North 89°12'16" East, 507.11 feet, to a 1/2 inch iron rod found for the common corner of said 198.864 acre tract, said Lot 4, and Lot 3 of said Lost Acres Subdivision, being an angle point in the northerly line of the herein described 198.854 acre tract;

THENCE with the common line between said 198.864 acre tract and said Lot 3, the following two (2) courses and distances:

1. North 89°16'53" East, 225.63 feet, to a 1/2 inch iron rod found for corner;
2. North 88°57'54" East, 661.65 feet, to a 1/2 inch iron pipe found in the apparent common line between said H.&T.C. RR. Co. Survey and the J.P. Stewart Survey, Abstract Number 462, in the westerly line of that certain called 117.95 acre tract described as "First Tract" in instrument to Edward P. Henk and Dorrene Henk, recorded in Volume 604, Page 844, of the Deed Records of Guadalupe County, Texas (D.R.G.C.T.), for the common easterly corner of said 198.864 acre tract and said Lot 3, being a northeasterly corner of the herein described 198.854 acre tract;

THENCE with the apparent common line between said H.&T.C. RR. Co. Survey and said Stewart Survey, the common line between said 198.864 acre tract and said 117.95 acre tract, the following three (3) courses and distances:

1. South 01°11'03" East, 541.81 feet, to a 1/2 inch iron rod found for corner;
2. South 01°53'29" East, 100.99 feet, to a 1/2 inch iron rod found for corner;
3. South 03°41'14" East, 66.79 feet, to a 1-1/2 inch iron pipe found in the apparent westerly line of said Stewart Survey, for the apparent common easterly corner of said H.&T.C. RR. Co. Survey and the E.R. Cowey Survey, Abstract Number 500, being an easterly corner of the herein described 198.854 acre tract;

THENCE with the apparent common line between said H.&T.C. RR. Co. Survey and said Cowey Survey, continuing, with the common line between said 198.864 acre tract and said 117.95 acre tract, the following two (2) courses and distances:

1. South 88°46'26" West, 350.53 feet, to a 1/2 inch iron rod found for corner;
2. South 88°36'02" West, 261.63 feet, to a 1-1/2 inch iron pipe found for the apparent common northerly corner of said Tilley Survey and said Cowey Survey, for an interior corner of the herein described 198.854 acre tract;

THENCE with the apparent common line between said Tilley Survey and said Cowey Survey, continuing, with the common line between said 198.864 acre tract and said 117.95 acre tract, the following two (2) courses and distances:

1. South 21°32'23" East, 451.18 feet, to a 1/2 inch iron rod found for corner;
2. South 21°31'01" East, 681.85 feet, to a 1/2 inch iron rod found for an angle point in the easterly line of the herein described 198.854 acre tract;

THENCE South 21°26'22" East, 784.17 feet, with the apparent westerly line of said Cowey

Survey and said Stewart Survey, with the apparent easterly line of said Tilley Survey, continuing, with the common line between said 198.864 acre tract and said 117.95 acre tract, to a 1/2 inch iron rod found for an angle point in the easterly line of the herein described 198.854 acre tract;

THENCE South 21°29'44" East, 307.62 feet, with the apparent common line between said Tilley Survey and said Stewart Survey, continuing with the common line between said 198.864 acre tract and said 117.95 acre tract, to a 1-1/2 inch iron pipe found in the apparent easterly line of said Tilley Survey, for the apparent common westerly corner of said Stewart Survey and the T.L. Delemater Survey, Abstract Number 423, for the common corner of said 198.864 acre tract, said 117.95 acre tract, and that certain called 4.88 acre tract described in instrument to Edward P. Henk and Dorrene Henk, recorded in Volume 604, Page 844, D.R.G.C.T., being an angle point in the easterly line of the herein described 198.854 acre tract;

THENCE with the apparent common line between said Tilley Survey and said Delemater Survey, with the common line between said 198.864 acre tract and said 4.88 acre tract, the following seven (7) courses and distances:

1. South 21°20'44" East, 300.54 feet, to a 1/2 inch iron rod found for corner;
2. South 21°25'13" East, 222.25 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. South 21°25'13" East, 200.93 feet, to a 1/2 inch iron rod found for corner;
4. South 68°49'55" West, 182.08 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
5. South 68°49'55" West, 278.68 feet, to a 1/2 inch iron rod found for corner;
6. South 68°57'56" West, 506.06 feet, to a 1/2 inch iron rod found for corner;
7. South 68°48'50" West, 378.20 feet, to a 1/2 inch iron rod found for an angle point in the southerly line of the herein described 198.854 acre tract;

THENCE South 68°40'51" West, 555.77 feet, with the apparent northerly line of said Delemater Survey and said Magee Survey, common to the apparent southerly line of said Tilley Survey, continuing, with the common line between said 198.864 acre tract and said 4.88 acre tract, to a 1/2 inch iron rod found in the apparent common line between said Tilley Survey and said Magee Survey, in the northerly margin of said Nockenut Road, for the common westerly corner of said 198.864 acre tract and said 4.88 acre tract, being a southwesterly corner of the herein described 198.854 acre tract;

THENCE with the northerly margin of said Nockenut Road, the southerly line of said 198.864 acre tract, the following two (2) courses and distances:

1. North 10°42'47" West, 87.16 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. South 57°08'38" West, 490.01 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for an apparent common southerly corner of said Tilley Survey and said Magee Survey, being a southwesterly corner of the herein described 198.854 acre tract;

THENCE with the apparent common line between said Tilley Survey and said Magee Survey, the northerly margin of said Nockenut Road, the southerly line of said 198.864 acre tract, the following two (2) courses and distances:

1. North 20°59'27" West, 306.08 feet, to a 1/2 inch iron rod found for corner;
2. South 69°53'48" West, 974.15 feet, to a calculated point for corner; to the POINT OF BEGINNING and containing a computed area of 198.854 acres of land within this Field Note Description.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.

202499015234

I certify this instrument was ELECTRONICALLY FILED
and RECORDED in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
07/01/2024 02:46:39 PM PAGES: 6 VICTORIA
TERESA KIEL, COUNTY CLERK



Teresa Kiel



February 21, 2025

Via Email: richard@daughtreylaw.com

Windsor Chase, LLC
c/o Mr. Richard Carpenter, CPL
The Daughtrey Law Firm
2525 Robinhood Street
Houston, Texas 77005
(713) 669-1498

Via Email: natalieobanion2016@gmail.com

Ray Michael Brite and Scharley Jean Brite
c/o Natalie Brite-David
20228 Oak Panache
San Antonio, Texas 78259

Re: Groundwater Rights Associated with 198.854 Acre Tract in Guadalupe County, Texas, as described in the attached Warranty Deed with Vendor's Lien (the "Property")

Dear Windsor Chase, LLC and Brite Family:

As you each know, this firm represents the Canyon Regional Water Authority ("CRWA"). Please direct all communications to CRWA through the undersigned.

The Texas Legislature created CRWA in 1989 as an essential instrumentality to accomplish the purposes of Article XVI, Section 59 of the Texas Constitution. In furtherance of its statutory purposes, CRWA has developed various surface and groundwater supply projects whereby it produces, treats, and transports a wholesale supply of water to its Member Entities and contracting wholesale customers.

CRWA's Member Entities and customers are municipal, governmental and quasi-governmental entities located across a broad swath of central Texas that utilize water supplied by CRWA to serve retail water customers located within their respective certificated service areas. They are dependent on water supplied by CRWA to meet the needs of their rapidly expanding customer bases, many of which are located in the fastest growing parts of Texas and the entire United States.

One of the water supply projects developed by CRWA is known as the Wells Ranch groundwater project (the "Project"). Project development commenced in the 1990's when CRWA's predecessor in the Project entered into a groundwater lease with the owners of the Wells Ranch located partially in each Guadalupe and Gonzales

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Counties. CRWA acquired the Project in 2007 and assumed all development responsibility.

Since that time, CRWA has obtained permits issued by groundwater conservation districts in Guadalupe and Gonzales Counties, acquired numerous groundwater leases with landowners, and entered into various agreements related to the management of locally regulated groundwater. CRWA has also invested tens of millions of dollars to develop the Project by constructing wells, plants, transmission lines, pumps, boosters, tanks and other facilities necessary for the production, treatment and transportation of treated/potable groundwater to the Project participants' various delivery points. In order to finance (or refinance) the costs of the Project, CRWA approved and issued a series of bonds which are outstanding in the aggregate principal amount of approximately \$72,000,000.00.

As part of its Wells Ranch leasing strategy, CRWA entered into that certain **Water Rights Agreement** with Ray Michael Brite on June 4, 2010 (the "Brite Lease"). The express terms of the Brite Lease grant to CRWA "*exclusive use of, and all lawful right and fee title to all groundwater, from any and all underlying groundwater formations, that may be produced*" from the Property. The Brite Lease provides that Ray Michael Brite's conveyance of groundwater rights exclusively to CRWA shall continue for "*so long as groundwater is produced.*" The Brite Lease remains in force and effect and expressly states that it is binding upon the assigns of the parties. CRWA relies upon the Brite Lease and all groundwater associated with or allocated to the Property to support its existing permits issued by the Guadalupe County Groundwater Conservation District.

While the Brite Lease does retain for the Brite family limited rights to "continue" to produce groundwater for exempt purposes, the unambiguous language prohibits construction of new wells without CRWA's "prior written approval." Further, the Brite Lease contains a blanket prohibition on landowner withdrawal of groundwater that "in any manner" reduces CRWA's "permitted right to withdraw groundwater from the Property."

As you know from our prior discussions, CRWA has learned that Ray Michael Brite (and his wife Scharley Jean Brite) conveyed the Property to Windsor Chase, LLC in June 2024. CRWA understands that this conveyance involves owner-financing, and that the Brite family retains a security or other interest in the Property, and perhaps the royalties paid by CRWA under the Brite Lease.

It has now come to CRWA's attention that Windsor Chase, LLC has subdivided the Property into various tracts and is engaged in offering such subdivided tracts for sale to third-party purchasers. **It is imperative that Windsor Chase, LLC and each of its brokers, agents and representatives refrain from representing to proposed purchasers of the Property (or any portions thereof) that they are or will be authorized to construct, install or operate groundwater wells on the Property or any portion thereof.**

R.L.WILSON
LAW FIRM

Please know that CRWA objects to drilling, construction or operation of any groundwater wells on the Property which were not in operation prior to June 2024, or which were installed at any time since commencement of the Brite Lease without CRWA's written approval as prescribed therein. CRWA reserves the right to enforce its exclusive ownership interest in the groundwater associated with the Property against any and all parties that impair or interfere with such interest.

Thank you for your attention to this most serious matter. Please feel free to contact me with any questions or concerns.

Sincerely,



Trey Wilson

CC: Kerry Averyt, P.E.
General Manager
Canyon Regional Water Authority

Chelsea Hawkins
Water Resources Manager
Canyon Regional Water Authority

Ruben R. Barrera
General Counsel
Canyon Regional Water Authority

Charlie Chin Email to: CHARLIE@BLUEINDIEREALTY.COM
Blue Indie Realty, Inc.

GF# PS-2608-SD

WARRANTY DEED WITH VENDOR'S LIEN
(Vendor's Lien Reserved and Assigned to Third Party Lender)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REVOKE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GUADALUPE §

THAT THE UNDERSIGNED, **RAY MICHAEL BRITE and SCHARLEY JEAN BRITE**, hereinafter called "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantee herein named, whose address is **448 WEST 19TH STREET, HOUSTON, TX 77008**, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of that one certain promissory note with balloon payment of even date herewith in the principal sum of **ONE MILLION NINE HUNDRED NINE THOUSAND TWO HUNDRED SEVENTY-TWO and 07/100 DOLLARS (\$1,909,272.07)**, payable to the order of **RAY MICHAEL BRITE and SCHARLEY JEAN BRITE**, as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which promissory note with balloon payment is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust with balloon payment of even date herewith to **SCOTT MCKNIGHT**, Trustee, has **GRANTED, SOLD AND CONVEYED**, and by these presents does **GRANT, SELL AND CONVEY** unto **WINDSOR CHASE, LLC**, herein referred to as the "Grantee", whether one or more, all of Grantor's right, title and interest in and to the real property described as follows, to-wit:

SEE LEGAL DESCRIPTION AS DESCRIBED ON EXHIBIT "A" - BEING ATTACHED HERETO AND MADE A PART HEREOF FOR ALL INTENDED PURPOSES.

Commonly known as: **6003 NOCKENUT ROAD, SEGUIN, TEXAS 78155**

THIS CONVEYANCE IS MADE SAVE AND EXCEPT THE FOLLOWING RESERVATION: There is hereby reserved unto GRANTORS, their heirs and assigns, of any and all of the remaining interest in and to EIGHTY PERCENT (80%) of the Mineral Estate and/or oil, gas and other minerals in, on, under and that may be produced from the hereinabove described real property; GRANTOR does waive rights of ingress and egress and of reasonable use of the Property (including surface materials) that are part of the Mineral Estate for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants and conditions, if any, relating to the hereinabove described property as the same are filed for record in the County Clerk's Office of **GUADALUPE** County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor's heirs, executors, administrators, successors and/or assigns to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described promissory note with balloon payment and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute. THAT RAY MICHAEL BRITE and SCHARLEY JEAN BRITE("Lender"), at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinabove described promissory note with balloon payment, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Lender and the same are hereby TRANSFERRED AND ASSIGNED to said Lender, its successors and assigns.

Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee.

TO BE EFFECTIVE on this the 27TH day of JUNE, 2024.

GRANTOR:

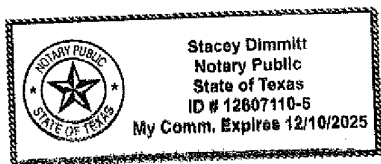
Ray Michael Brite by Natalie Brite-David
RAY MICHAEL BRITE, by NATALIE BRITE-DAVID,
as Agent/Attorney-in-Fact

Scharley Jean Brite by Natalie Brite-David
SCHARLEY JEAN BRITE, by NATALIE BRITE-DAVID,
as Agent/Attorney-in-Fact

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Bexar §

The foregoing instrument was acknowledged before me on this 27th day of JUNE, 2024, by NATALIE BRITE-DAVID, as Agent/Attorney-in-Fact on behalf of both, RAY MICHAEL BRITE and SCHARLEY JEAN BRITE.



[Signature]
NOTARY PUBLIC, STATE OF _____
My Commission Expires: _____
Printed Name of Notary: _____

AFTER RECORDING, RETURN TO:

WINDSOR CHASE, LLC
448 WEST 19TH STREET
HOUSTON, TX 77008

Exhibit "A"
Property Description

BEING a 198.854 acre tract of land situated in the T.H. Tilley Survey, Abstract Number 390, in the Mary L. McCombs Survey, Abstract Number 246, and in the H. & T.C. RR. Co. Survey, Abstract Number 178, in the T.H. Tilley Survey, Abstract Number 390, and in the Mary L. McCombs Survey, Abstract Number 246, Guadalupe County, Texas, being all of that same called 198.864 acre tract described in instrument to Oakhaven Enterprises, LLC, recorded under Clerk's File Number 201899004184, of the Official Public Records of Guadalupe County, Texas (O.P.R.G.C.T.), said 198.854 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the apparent common line between said McCombs Survey and the A.J. Magee Survey, Abstract Number 457, in the northerly margin of Nockenut Road, for the common southerly corner of said 198.864 acre tract and that certain called 148.00 acre tract described as "Tract One" in instrument to Mary Lorna Dezell, recorded in Volume 943, Page 500, O.P.R.G.C.T., being the most westerly southwest corner of the herein described 198.854 acre tract, from which a 1/2 inch iron rod found for reference, bears South 68°45'52" West, 1700.88 feet, said POINT OF BEGINNING having a Texas State Plane Coordinate value of N: 13,700,924.64, E: 2,321,359.00, South Central Zone, grid measurements;

THENCE North 14°02'16" East, 2807.57 feet, with the common line between said 198.864 acre tract and said 148.00 acre tract, to a 1/2 inch iron rod found for the common corner of said 198.864 acre tract, said 148.00 acre tract, and that certain called 198.864 acre tract described in instrument to Sandra Jo Brite (Brite Tract), recorded in Volume 1696, Page 933, O.P.R.G.C.T., being an angle point in the westerly line of the herein described 198.854 acre tract;

THENCE North 11°58'07" East, 1665.90 feet, with the common line between said 198.864 acre tract and said Brite Tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the southerly line of Lot 5 of Rural Acres Subdivision, as shown on the map or plat thereof, recorded in Volume 5, Page 85, of the Map Records of Guadalupe County, Texas (M.R.G.C.T.), for the common northerly corner of said 198.864 acre tract and said Brite Tract, being the northwesterly corner of the herein described 198.854 acre tract, from which a 1/2 inch iron rod found for reference, bears South 89°05'44" West, 329.57 feet;

THENCE North 89°05'44" East, 70.74 feet, with the common line between said 198.864 acre tract and said Lot 5, to a 1/2 inch iron rod found for the common corner of said 198.864 acre tract, said Lot 5, and Lot 4 of Lost Acres Subdivision, as shown on the map or plat thereof, recorded in Volume 5, Page 87, M.R.G.C.T., being an angle point in the northerly line of the herein described 198.854 acre tract;

THENCE with the common line between said 198.864 acre tract and said Lot 4, the following three (3) courses and distances:

1. North 89°12'21" East, 75.74 feet, to a 1/2 inch iron rod (bent) found for corner;
2. North 88°04'05" East, 171.74 feet, to a 1/2 inch iron rod found for corner;
3. North 89°12'16" East, 507.11 feet, to a 1/2 inch iron rod found for the common corner of said 198.864 acre tract, said Lot 4, and Lot 3 of said Lost Acres Subdivision, being an angle point in the northerly line of the herein described 198.854 acre tract;

THENCE with the common line between said 198.864 acre tract and said Lot 3, the following two (2) courses and distances:

1. North 89°16'53" East, 225.63 feet, to a 1/2 inch iron rod found for corner;
2. North 88°57'54" East, 661.65 feet, to a 1/2 inch iron pipe found in the apparent common line between said H.&T.C. RR. Co. Survey and the J.P. Stewart Survey, Abstract Number 462, in the westerly line of that certain called 117.95 acre tract described as "First Tract" in instrument to Edward P. Henk and Dorrene Henk, recorded in Volume 604, Page 844, of the Deed Records of Guadalupe County, Texas (D.R.G.C.T.), for the common easterly corner of said 198.864 acre tract and said Lot 3, being a northeasterly corner of the herein described 198.854 acre tract;

THENCE with the apparent common line between said H.&T.C. RR. Co. Survey and said Stewart Survey, the common line between said 198.864 acre tract and said 117.95 acre tract, the following three (3) courses and distances:

1. South 01°11'03" East, 541.81 feet, to a 1/2 inch iron rod found for corner;
2. South 01°53'29" East, 100.99 feet, to a 1/2 inch iron rod found for corner;
3. South 03°41'14" East, 66.79 feet, to a 1-1/2 inch iron pipe found in the apparent westerly line of said Stewart Survey, for the apparent common easterly corner of said H.&T.C. RR. Co. Survey and the E.R. Cowey Survey, Abstract Number 500, being an easterly corner of the herein described 198.854 acre tract;

THENCE with the apparent common line between said H.&T.C. RR. Co. Survey and said Cowey Survey, continuing, with the common line between said 198.864 acre tract and said 117.95 acre tract, the following two (2) courses and distances:

1. South 88°46'26" West, 350.53 feet, to a 1/2 inch iron rod found for corner;
2. South 88°36'02" West, 261.63 feet, to a 1-1/2 inch iron pipe found for the apparent common northerly corner of said Tilley Survey and said Cowey Survey, for an interior corner of the herein described 198.854 acre tract;

THENCE with the apparent common line between said Tilley Survey and said Cowey Survey, continuing, with the common line between said 198.864 acre tract and said 117.95 acre tract, the following two (2) courses and distances:

1. South 21°32'23" East, 451.18 feet, to a 1/2 inch iron rod found for corner;
2. South 21°31'01" East, 681.85 feet, to a 1/2 inch iron rod found for an angle point in the easterly line of the herein described 198.854 acre tract;

THENCE South 21°26'22" East, 784.17 feet, with the apparent westerly line of said Cowey

Survey and said Stewart Survey, with the apparent easterly line of said Tilley Survey, continuing, with the common line between said 198.864 acre tract and said 117.95 acre tract, to a 1/2 inch iron rod found for an angle point in the easterly line of the herein described 198.854 acre tract;

THENCE South 21°29'44" East, 307.62 feet, with the apparent common line between said Tilley Survey and said Stewart Survey, continuing with the common line between said 198.864 acre tract and said 117.95 acre tract, to a 1-1/2 inch iron pipe found in the apparent easterly line of said Tilley Survey, for the apparent common westerly corner of said Stewart Survey and the T.L. Delemater Survey, Abstract Number 423, for the common corner of said 198.864 acre tract, said 117.95 acre tract, and that certain called 4.88 acre tract described in instrument to Edward P. Henk and Dorrene Henk, recorded in Volume 604, Page 844, D.R.G.C.T., being an angle point in the easterly line of the herein described 198.854 acre tract;

THENCE with the apparent common line between said Tilley Survey and said Delemater Survey, with the common line between said 198.864 acre tract and said 4.88 acre tract, the following seven (7) courses and distances:

1. South 21°20'44" East, 300.54 feet, to a 1/2 inch iron rod found for corner;
2. South 21°25'13" East, 222.25 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
3. South 21°25'13" East, 200.93 feet, to a 1/2 inch iron rod found for corner;
4. South 68°49'55" West, 182.08 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
5. South 68°49'55" West, 278.68 feet, to a 1/2 inch iron rod found for corner;
6. South 68°57'56" West, 506.06 feet, to a 1/2 inch iron rod found for corner;
7. South 68°48'50" West, 378.20 feet, to a 1/2 inch iron rod found for an angle point in the southerly line of the herein described 198.854 acre tract;

THENCE South 68°40'51" West, 555.77 feet, with the apparent northerly line of said Delemater Survey and said Magee Survey, common to the apparent southerly line of said Tilley Survey, continuing, with the common line between said 198.864 acre tract and said 4.88 acre tract, to a 1/2 inch iron rod found in the apparent common line between said Tilley Survey and said Magee Survey, in the northerly margin of said Nockenut Road, for the common westerly corner of said 198.864 acre tract and said 4.88 acre tract, being a southwesterly corner of the herein described 198.854 acre tract;

THENCE with the northerly margin of said Nockenut Road, the southerly line of said 198.864 acre tract, the following two (2) courses and distances:

1. North 10°42'47" West, 87.16 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. South 57°08'38" West, 490.01 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for an apparent common southerly corner of said Tilley Survey and said Magee Survey, being a southwesterly corner of the herein described 198.854 acre tract;

THENCE with the apparent common line between said Tilley Survey and said Magee Survey, the northerly margin of said Nockenut Road, the southerly line of said 198.864 acre tract, the following two (2) courses and distances:

1. North 20°59'27" West, 306.08 feet, to a 1/2 inch iron rod found for corner;
2. South 69°53'48" West, 974.15 feet, to a calculated point for corner; to the POINT OF BEGINNING and containing a computed area of 198.854 acres of land within this Field Note Description.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.

202499015234

I certify this instrument was ELECTRONICALLY FILED
and RECORDED in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
07/01/2024 02:46:39 PM PAGES: 6 VICTORIA
TERESA KIEL, COUNTY CLERK



Teresa Kiel

Reference No. _____

WATER RIGHTS AGREEMENT
BETWEEN
CANYON REGIONAL WATER AUTHORITY
AND
LANDOWNER(S) NAMED BELOW:
RAY MICHAEL BRITE
For GUADALUPE COUNTY, TEXAS

WATER RIGHTS AGREEMENT

BETWEEN

CANYON REGIONAL WATER AUTHORITY

AND

RAY MICHAEL BRITE

GUADALUPE COUNTY, TEXAS

This **Lease Agreement** is entered into as of the date reflected on the signature page (the Effective Date), by and between **CANYON REGIONAL WATER AUTHORITY** (“**CRWA**”) its successors, and assigns, and **RAY MICHAEL BRITE** (**hereinafter the “Landowner(s)”**), their heirs, successors, and assigns, (collectively, the “Parties”) for the purposes and mutual benefits to be derived by the Parties and declares this their only agreement.

I.

RECITALS

WHEREAS, CRWA is a governmental agency of the State of Texas, a water conservation district and a body politic and corporate, created and operating pursuant to Article XVI, Section 59 of the Constitution of Texas, and Texas Revised Civil Statutes, as amended, and the applicable general laws of the State of Texas. CRWA is engaged in the development of water for wholesale service to its member entities through the acquisition, development, treatment and delivery of water to its customers to accomplish its legislative purposes [Chapter 670, Acts of the 71st Legislature, Regular Session, 1989, as amended (the “Act”)] to promote regional efforts at water resource development in furtherance of S.B. 1 [75th Leg., ch. 1010, [S.B. 1, 1997, 76th Leg.] and subsequent legislative mandate].

WHEREAS, all Parties to this Lease Agreement understand that the relationship between CRWA and the Landowner(s) shall not be deemed a partnership or a joint venture, but rather an arrangement which sets forth contractual obligations for the lease of groundwaters by CRWA from the Landowner(s).

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits to be derived by the Parties pursuant to this Lease Agreement, and the receipt of Ten

Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the Parties, each Party agrees as follows:

II.
THIS LEASE AGREEMENT CONTROLS

The parties acknowledge that there have been discussions, negotiations and correspondence by and between the parties. For the purpose of finality, this Water Lease Agreement contains all terms, conditions, agreements and covenants between the parties, and necessarily excludes any oral agreements or prior writings with respect to this Lease Agreement.

III.
AGREEMENTS

1. Grant.

- a. Surface and Subsurface Water Estate to CRWA. The Landowner(s), in consideration of Ten Dollars in hand paid and the royalties herein provided, and of the agreements of CRWA hereinafter contained, hereby grant, convey, lease, and let unto CRWA that entire surface and subsurface estate, to produce said groundwater from the subject lands, and other lands leased, pursuant to permits respecting this land situated in Gonzales County and Guadalupe County, State of Texas, and more particularly described herein at *Exhibit A*, subject only to the terms and provisions provided. The Parties expressly recognize and agree that this Lease Agreement conveys a fee simple title in the groundwater, conditioned only on continued payment of royalties as herein provided.

- b. Acres Benefited and Payments Thereto. See attached *Exhibit "A"*, included herein by reference, describing subject property. Royalty Payments as provided herein shall be provided by CRWA to the Landowner(s) upon signing this Lease Agreement for the first six (6) month term or portion thereof, at the time of title closing. Royalty Payments shall relate to permittable amounts authorized by the Guadalupe County Groundwater Conservation District.

In the event of any force majeure, the Royalty Payment for either time or amount shall be pro-rated, as may be required pursuant to the time or the requirements of the force majeure.

- c. The parties further agree that CRWA, subject to applicable regulation, shall have sole right, but not necessarily the duty to design, format and layout of any well-fields necessary for production of water from any formation for which a permit may be secured from the groundwater district.
- d. Groundwater. The Landowner(s), for the consideration herein, and of the agreements of CRWA hereinafter contained, hereby grant unto CRWA exclusive use of, and all lawful right and fee title to all groundwater, from any and all underlying groundwater formations, that may be produced from said lands described, such production restricted only by applicable statute and regulation, and thereafter for so long as groundwater is produced from said lands. Subject land is made available from Lessor to Lessee, CRWA, for purposes of developing the water permit applicable to this and other lands upon which royalties are paid as provided herein, and that all historical usage rights, *if any*, shall accrue for the benefit of the Landowner(s) and CRWA. Any Lessor rights accrued pursuant to this Agreement are hereby assigned exclusively to CRWA, during CRWA's performance of its payment obligation, except as CRWA and the Landowner(s) may agree are for Landowner's' use. The Landowner(S) agree that title to the produced groundwater is vested exclusively in CRWA during all production, and thereafter, for as long as groundwater is produced and the royalties are paid.
- e. "Production" Defined: "Production" is defined as actual permitted withdrawal of groundwater by CRWA wherever produced.
- f. Exclusive Ownership of Groundwater to CRWA/Exceptions: The Landowner(s) agree and covenant not to contest CRWA's exclusive ownership of groundwater described, above, and/or any permits associated therewith, except for exempt groundwater and any allotment rights reserved to the Landowner(s) as provided below. Except for their own use, the Landowner(s) agree not to compete with CRWA's water development and supply activities, and agree to install or construct only exempt wells:
- (1) Landowner(s)' Exempt Wells: Landowner(s) may continue production and withdraw groundwater therefrom for any exempt purpose, provided that such wells are considered "exempt" under state law, the Rules of the applicable regulatory agency at the time drilling commences, and so long as the withdrawal by the Landowner(s) does not in any manner reduce CRWA's permitted right to withdraw groundwater from the property. Landowner(s) agree to obtain CRWA's

prior written approval concerning the location, size and characteristics of any exempt well to be constructed by Landowner(s) pursuant to this Section.

(2) Annual Allotment of Groundwater to Landowner(s): In addition to groundwater withdrawals by exempt wells which may now or in the future be authorized under state law and/or local regulation, Landowner(s) may negotiate with CRWA, for their own domestic or livestock use, to purchase raw, untreated groundwater from CRWA through its infrastructure.

A. Costs of Allotment and Prior Approval of Facilities: Landowner(s) shall bear any and all costs associated with constructing Landowner facilities for receipt, transmission and storage of groundwater purchased from CRWA and the parties may, by separate addendum, agree to costs of pricing for CRWA raw water purchase by Landowner(s).

i. Non-Competition/Non-Transfer/Non-Interference: Landowner(s) agree not to sell, transport or deliver any groundwater (whether produced by them or purchased from CRWA) off of the property, or to authorize the use of any such groundwater off of the property referenced in this Lease Agreement. Moreover, Landowner(s) shall ensure that their operation and use of exempt wells does not impair the water quality of any respective formation.

ii. Waiver of Claim: Landowner(s) covenant and agree not to assert any cause of action in adverse possession, inverse condemnation, taking, nuisance, trespass or a like claim based on CRWA groundwater withdrawals hereunder including but not limited to any cause of action for negligence, and contractually waives all such rights of action by their execution of this Lease Agreement, except as provided by the terms of this Lease Agreement or for enforcement thereof.

h. Project Description. The Water Lease is for the project is known as the Wells Ranch Project whereby CRWA is developing a groundwater project that will be sourced from one or more groundwater bearing formations (initially the Carrizo) located under multiple properties that will be producing water in an amount to

be specified by CRWA, based on recommendations of its professional consultants. The total initial project is estimated to be 4,500 acre-feet, subject to adjustment, and based on cost considerations affecting the project. A portion of the project will be in Gonzales County and a portion of the project will be in Guadalupe County. For purpose of determining surface acreage pursuant to this Lease Agreement, the applicable surface acreage will be calculated premised on total acreage leased within either Guadalupe or Gonzales County.

2. Perpetual Term. The term of this Lease Agreement shall be for so long as groundwater is permitted for withdrawal and produced, or said property is included within the surface acreage calculus required by the regulatory authority for permitted production, royalties are paid and obligations hereunder by CRWA are performed. Following initial production, in the event that groundwater is not produced from the property, or at the sole determination and option of CRWA, said Lease Agreement may be terminated upon ninety (90) days written notice; provided, however, if any period of non-production by CRWA is the result of regulatory requirements or force majeure that result in non-production, such as drought conditions or conservation cessation or reduction, then this Lease Agreement shall continue. See Savings Clause, Section 13.
3. Development Costs. CRWA shall be responsible for development, operations and permitting costs for the produced water from any formation under the subject property. The Parties acknowledge and agree that CRWA has already incurred and made significant investment and development of the Wells Ranch Project and that the Wells Ranch Project water production, depending upon regulatory approval, may be accomplished off the subject premises without waiver of either parties rights and/or obligations.
4. Cooperation to Secure Regulatory Approvals for Groundwater Development, Production and Export. Whenever compliance with this Lease Agreement requires the approval of regulatory agencies, especially local groundwater conservation districts, each party agrees to actively support and cooperate with the other to secure regulatory approval and such support shall not be unreasonably withheld or delayed.
5. Royalty Payments. In consideration for Landowner(s)' conveyance(s) and receipts of royalty payments provided herein, and the groundwater to be produced or allocated as a result of this Lease for permits related to subject property, CRWA shall make semi-annual Royalty Payments to the Landowner(s) representing royalties for groundwater conveyed and permitted or actually produced from or related to the subject property. Semi-annual royalty payments shall be made on the basis of CRWA project

groundwater permitted, authorized for production and export for the preceding six-month period (calculated from January 1 to June 31 and July 1 to December 31 of each year).

6. Initial 50% Royalty Payment During Carrizo Aquifer Permit Approval Process: The Parties expressly agree that for any portion of a calendar year, but prior to permit approval, the Royalty Payments shall be equal to fifty (50%) percent of the sum of the requested amount of water to be permitted by the applicable groundwater district for such period of permit processing (including export approval). Upon permit approval, including export or approval for transport out-of-the-district, where necessary, the Royalty Payment shall be 100%, calculated by multiplying the Royalty Rate times each permitted acre foot of groundwater actually produced or to be produced from the subject property during a calendar year (take-or-pay calculation).
7. Annual Adjustment (GBRA): The calculation of the annual payment shall be equal to eighty-three and three-tenths percent (83.3 %) of the annual charge *per acre-foot* of untreated surface water charged by the Guadalupe-Blanco River Authority (“GBRA”) as applied to its 2010 In-District wholesale customers. The CRWA Royalty Rate will be adjusted annually, per GBRA rates, customarily established in July or August, to become applicable commencing in January of the succeeding calendar year.
8. Royalty Payments on Leased Water:

Royalty Payments for the initial phase of project development shall be from the Carrizo Aquifer, based upon that amount of Carrizo water determined by the GCGCD to be permittable, including the determination by the GCGCD as to the amount of water that is permittable from the subject property. At such time, at CRWA’s sole discretion and option, as CRWA shall determine that supplemental project development is economically feasible and required by demand of its member entities, CRWA shall have the right to pursue additional permits from the GCGCD for the development of groundwater underlying the subject property, and only upon such permit approvals becoming final, CRWA shall be obligated to provide additional take or pay Royalty Payments to the Landowner Lessor.

It is further understood by and between the Lessor and Lessee that hydrologic connections do exist between one or more aquifers, and that such interconnections are frequently unknown and undefined. Accordingly, Lessor and Lessee Royalty Payments shall be controlled by the determinations of the GCGCD with respect to the nature and amount of water that will be permittable from each water bearing formation. Royalty Payments shall be solely and exclusively premised upon the

determination by the groundwater district permits respecting applicable water bearing formation(s).

9. The Landowner(s) shall have the right to inspect or designate an agent to inspect CRWA's production records and measuring devices to confirm production. This right of inspection may be exercised during each six (6) month period, upon reasonable notice and during office hours of business days.
10. Payment and Depository Provisions. All CRWA payments shall, with the exception of the initial six (6) month Royalty Payment, be made ***semi-annually***. Such Royalty Payments shall be made on January 15th and July 15th, or the next business day thereafter, as follows:

Mail Royalty Check to: **RAY MICHAEL BRITE**
 PO Box 1617
 Seguin, TX 78156

The designated Depository Bank(s) may be changed from time to time, upon reasonable notice, by the Grantor Landowner providing such written notice to the CRWA Office. All payments pursuant to this Lease shall be made electronically, and shall be made on the biannual dates specified here (unless CRWA agrees otherwise).

11. Non-Payment Provision to Cure and Termination. If CRWA fails to make payment when due, the Landowner(s) shall provide written notice to CRWA of such past due payment. In the event CRWA fails to remedy such default by making payment within 15 days of receipt of the Landowner(s)' written notice issued in accordance with this paragraph, Landowner(s) may issue show cause written notice of termination of this Lease Agreement. Upon receipt of such second notice, CRWA shall have fifteen (15) days to cure any defect in payment. Upon receipt of notice and failure to cure non-payment, Landowner(s) shall notify CRWA of their application for mandamus to compel non-discretionary payment of royalties under this Lease Agreement.
12. Entire Lease Agreement. The provisions set forth in this Lease Agreement shall constitute the entire agreement between the Parties, and both Parties shall be bound to comply with any covenants, express, or implied, set forth in this Lease Agreement.
13. Release of Lien. If the subject property is mortgaged, Landowner(s) shall take steps to secure approval of any lienholders affected for purposes of this Water Rights Lease.

14. Good Title. The Landowner(s) covenant that they maintain good, clear and transferable title to the property and agree to defend title to the property which is required for Lease conveyance governed by this Lease Agreement or provide lender's written approval. At CRWA's request, Landowner is obligated to cure CRWA's objections within fifteen (15) business days after Landowner receives the objections from CRWA. In the event all or part of the Landowner's title should fail, then Landowner shall have a reasonable time, not to exceed sixty (60) calendar days, to cure such defect.
15. Environmental Representations, Covenants and Warranties. Landowner(s) hereby warrant, covenant and represent to CRWA that, to the best of Landowner's knowledge, there are no hazardous materials, other than hazardous materials commonly used on a ranch in connection with grazing, livestock, and farming operations, in, on or under the property, nor has any release of hazardous materials occurred in, on or under the property prior to entering into this Lease Agreement. Landowner(s), to their actual knowledge, have not received notice of any notice, actions or proceedings relating to hazardous materials in, on or under the property.
16. Saving Clause. Once production is permitted, related to the subject property, if total groundwater production ceases for any reason, other than a regulatory requirement or force majeure, this Lease Agreement shall not terminate if CRWA recommences within 90 (ninety) days after such cessation.
17. Assignment and Approval. Upon sixty (60) days written notice and approval (which may not be unreasonably withheld), the rights of either Party hereunder may be assigned in whole or in part to any person or entity, and the provisions hereof shall extend to all successors and assigns. This Lease Agreement shall be binding upon and inure to the benefit of the Parties to this Lease Agreement and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
18. Indemnity. To the extent authorized by law, each Party shall indemnify against, and hold the other Party harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, arising out of, connected with, or resulting from the use herein provided. This indemnity is made by the party acting, pursuant to the terms of this Lease Agreement, and shall be for the benefit of the non-acting party.
19. Liability and Reimbursement. Each Party shall have the right to collect from the other all reasonable costs and expenses, including reasonable attorneys' fees, incurred by a

successful Party in exercising or enforcing any of its rights or remedies hereunder or in enforcing any of the terms, conditions, or provisions of this Lease Agreement in a court of law.

20. Force Majeure. If performance by either Party hereunder is prevented by reason of any act of God, including drought, flood or catastrophic weather conditions, strike, governmental restriction or regulation, including prohibition, reduction in production or export by a local groundwater conservation district, or interference, fire, tornado, drought, or other casualty, or any other event or condition beyond the control of CRWA and/or the Landowner(s), the other Party agrees to grant the non-performing Party a reasonable time to take action to overcome the event of force majeure and resume performance of the duties hereunder. All Parties understand and acknowledge that production and export of groundwater may be restricted or prohibited by applicable statute or regulatory activity, including but not limited to the imposition of withdrawal and transport limits, including such limits imposed by management plans, enacted by local groundwater conservation districts and, that pursuant to such requirements, Royalty Payments may be reduced or suspended, pro-rata until the event of force majeure is no longer in effect.
21. Invalidation. If any provision herein is held by a court of competent jurisdiction to be invalid, unenforceable, or illegal in any respect, this invalidity, unenforceability, or illegality shall not operate to terminate the entire Lease Agreement, and the other provisions shall remain effective, and the court, pursuant to the applicable Declaratory Judgment Act, shall declare the remaining provisions intact and, to the extent practicable, give effect to the entire Lease Agreement after deletion of any offending provisions.
22. No Additional Waiver Implied. No waiver(s) of any breach or default(s) by either Party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.
23. Addresses and Notice. Service of all notices under this agreement shall be sufficient if given personally by electronic means that may be confirmed or by certified mail to the Party involved at its respective address set forth below, or at such address as such Party may provide in writing from time to time. Any such notice dispatched to such address shall be effective when deposited in the United States mail, certified, duly addressed, and with postage prepaid or actually received.

IF TO THE LANDOWNER to:

RAY MICHAEL BRITE
PO Box 1617
Seguin, TX 78156

IF TO CRWA, to:

CRWA
Attention: General Manager
850 Lakeside Pass
New Braunfels, Texas 78130
Telephone: (830) 609-0543
Facsimile: (830) 609-0740
Email: crwa@crwa.com

24. On Premises Mitigation. If CRWA's production of groundwater related to the subject Property has the effect of lowering the water table relating to any of Landowner's well(s) to a level which causes the Landowner(s) to be unable to continue to withdraw groundwater in the same manner which the Landowner(s) have historically produced from such well, CRWA agrees to take steps to mitigate its impact on such wells during the term of this Lease Agreement, at CRWA's election and expense, by (i) reworking, lowering of pumps or re-drilling for the well, (ii) providing additional groundwater in lieu of such wells, or (iii) in such other manner mutually acceptable to CRWA and the Landowner(s).
25. Mitigation Agreement. The Landowner(s), Grantors, and CRWA, as Grantee, both acknowledge that the groundwater district having jurisdiction over this Lease Agreement will likely require a formal mitigation agreement. The parties hereto agree and covenant to cooperate with each other in the performance of such mitigation agreement, and the terms and conditions of such mitigation agreement as the groundwater district may impose, along with the groundwater district's regulations, rules and orders, are included herein by reference. As a part of this Lease Agreement, binding on the parties are such rules, agreements and orders that shall be enacted under the police power of the groundwater district or other public authorities, and are applicable from time to time, pursuant to law to this Lease or the subject land leased.
26. Surface Covenants. Further, such lessees shall derive no benefits from this Lease Agreement unless further agreed in writing.

27. No Third Party Beneficiaries. This Lease Agreement shall create no Third Party benefits of any kind whatsoever; however all covenants and obligations hereunder shall run with the land and become the obligations and benefits that accrue to any successors, assigns or heirs.
28. Ad Valorem Taxes Prohibited. CRWA shall pay no ad valorem taxes. CRWA, as a governmental entity created pursuant to law and Article 59, Section XI of the Constitution, shall not pay ad valorem taxes and any transaction requiring a closing between the contracting Parties shall be so governed and the title company instructed to pro-rate up to the time of such closing, but not thereafter, such that CRWA shall not pay any ad valorem property tax applicable to private property.

{The balance of this page has been intentionally left blank.}

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be duly executed, upon lawful approval and authority, in multiple counterparts, each of which shall constitute an original, signed this 4 day of June, 2010.

LIST OF EXHIBITS:

EXHIBIT A Legal Description of Property

NOTE: One original shall be on file at CRWA in its confidential, proprietary files; a second copy shall be on file with the Landowner(s), in its confidential, proprietary files. A Memorandum of Lease reflecting the execution of this Lease shall be the only publicly filed document reflecting the existence of this Lease Agreement between CRWA and the named Landowner(s) specified herein.

LANDOWNER

by: Ray M. Brite
RAY MICHAEL BRITE

**CANYON REGIONAL WATER
AUTHORITY**

By: Melvin E. Strey
Melvin Strey
Chairman, Board of Trustees

ATTEST:

Mar Speed
Secretary, Board of Trustees
DATED: 6-14-10

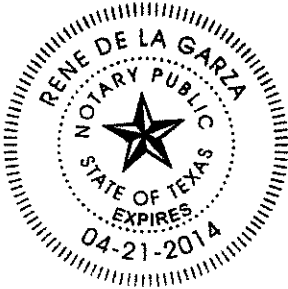
ACKNOWLEDGMENT (LANDOWNER)

STATE OF TEXAS

COUNTY OF *Guadalupe*

Before me, the undersigned authorities in and for said County and State, on this 4th day of June, 2010, personally appeared RAY MICHAEL BRITE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed, and in the respective capacity therein stated.

Given under my hand and seal of office, this 4th day of June, 2010.



[Signature]

Notary Public, State of Texas

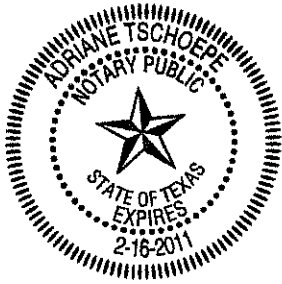
My Commission Expires: 4-21-2014

ACKNOWLEDGMENT (CRWA)

STATE OF TEXAS
COUNTY OF Guadalupe

Before me, the undersigned authorities in and for said County and State, on this 14th day of June, 2010, personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed, and in the respective capacity therein stated.

Given under my hand and seal of office, this 14th day of June, 2010.



Adriane Tschopp
Notary Public, State of Texas

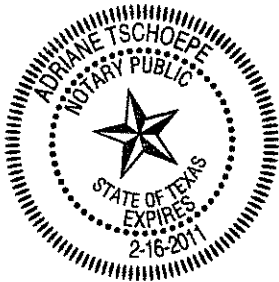
My Commission Expires: 2/16/11

ACKNOWLEDGMENT (CRWA)

STATE OF TEXAS
COUNTY OF Guadalupe

Before me, the undersigned authorities in and for said County and State, on this 14th day of June, 2010, personally appeared Mark Speed, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed, and in the respective capacity therein stated.

Given under my hand and seal of office, this 14th day of June, 2010.



Adriane Tschoepe
Notary Public, State of Texas

My Commission Expires: 2/16/11

EXHIBIT A

53.388 Acre feet of water in Guadalupe County, Texas as permitted by the Guadalupe County Groundwater Conservation District.

Legal Description of Property

BEING a 198.864 ACRE TRACT situated in the T.H. Tilley Survey, A-390, the Mary L. McCombs Survey, A-246, and the H.&T.C. Railroad Company Survey, A-178, Guadalupe County, Texas. Said 198.864 acre tract is comprised of part of tracts called First Tract (241.72 acres), Second Tract (221.42 acres), and Third Tract (81.72 acres) i conveyance from J.D. Redding, et ux, to Frank Brite, recorded in Volume 335 at page 337 of the Deed Records of said county and being described by metes and bounds as follows:

BEGINNING at a 1 1/2 inch diameter iron pipe found at a three-way fence corner marking the northeast corner of the tract herein described, same being the northeast corner of said 221.42 acre tract and being further described as the southeast corner of Tract Three Lost Acres Subdivision, recorded in Volume 5 at page 67B of the Map Records of said county, and being the approximate location of the common line of the H.&T.C. Railroad Company Survey, A-178, and the J.P. Stewart Survey, A-462.

THENCE with a fence along a segment of the east line of the tract herein described, same being the east line of said 221.42 acre tract and along said common survey line, as follows:

S 0° 36' 51" E 542.09 feet to a 1/2 inch diameter iron stake set;
S 1° 27' 21" E 100.77 feet to a 1/2 inch diameter iron stake set; and
S 3° 02' 58" E 66.19 feet to a 1 1/2 inch diameter iron pipe found at a two-way fence corner marking the east-most-southeast corner of the tract herein described, same being the approximate location of the southeast corner of said H.&T.C. Railroad Company Survey, A-178, the northeast corner of the E.R. Cowey Survey, A-500 and being the east-most-southeast corner of said 221.42 acre tract.

THENCE continuing with the east line of the tract herein described, same being a segment of the east line of said 221.42 acre tract and the northeast line of said 241.72 acre tract and along a common line of the H.&T.C. Railroad Company Survey, A-178, and the T.H. Tilley Survey, A-390, with that of the E.R. Cowey Survey, A-500, the J.P. Stewart Survey, A-462 and the T.L. Dalmater Survey, A-423, as follows:

S 89° 12' 27" W 350.65 feet to a 1/2 inch diameter iron stake set;
S 89° 10' 29" W 261.98 feet to a 1 1/2 inch diameter iron pipe found at a two-way fence corner marking a

EXHIBIT A

re-entrant corner of the tract herein described, same being the north corner of said 241.72 acre tract, and being the approximate location of the north corner of the T.H. Tilley Survey, A-390 and the northwest corner of the E.R. Cowey Survey, A-500:
S 21° 01' 13" E 451.27 feet to a 1/2 inch diameter iron stake set;
S 20° 57' 03" E 681.91 feet to a 1/2 inch diameter iron stake set at a three-way fence corner;
S 20° 52' 29" E 784.34 feet to a 1/2 inch diameter iron stake set;
S 21° 00' 52" E 307.75 feet to a 1 1/2 inch diameter iron stake found at a three-way fence corner;
S 20° 47' 57" E 300.57 feet to a 1/2 inch diameter iron stake set; and
S 20° 53' 05" E at 222.38 feet a point under an electric transmission line, and at 423.42 feet a 1/2 inch diameter iron stake found at a two-way fence corner marking the southeast corner of the tract herein described, same being the east corner of said 241.72 acre tract and being the approximate location of the east corner of the T.H. Tilley Survey, A-390 and a re-entrant corner of the T.L. Delemater Survey, A-423.

THENCE with a fence along a segment of the southeast line of the tract herein described, same being a segment of the southeast line of said 241.72 acre tract, and a segment of the common line of the T.H. Tilley Survey, A-390 and the T.L. Delemater Survey, A-423, as follows:

S 69° 23' 50" W at 182.13 feet a point under an electric transmission line and 460.89 feet a 1/2 inch diameter iron stake set;
S 69° 10' 55" W 506.27 feet to a 1/2 inch diameter iron stake set;
S 69° 22' 08" W 378.28 feet to a 1/2 inch diameter iron stake set; and
S 69° 13' 37" W 555.67 feet to a 1/2 inch diameter iron stake set at a two-way fence corner marking a southeasterly corner of the tract herein described, and lying in the east line of Nockenut Road.

THENCE with a fence along a segment of the common line of the tract herein described, and said Nockenut Road, as follows:

N 10° 01' 18" W 97.28 feet to a 1/2 inch diameter iron stake set at a two-way fence corner; and
S 57° 50' 07" W 490.24 feet to a 1/2 inch diameter iron stake set marking a southeasterly corner of the

EXHIBIT A

tract herein described, same being a south corner of said 241.72 acre tract and being the approximate location of the south corner of the T.H. Tilley Survey, A-190 and a re-entrant corner of the A.J. Magee Survey, A-457.

THENCE continuing with a fence along a segment of the southeast line of the tract herein described, same being a segment of the southwest line of said 241.72 acre tract and marking a segment of the common line of the T.H. Tilley Survey, A-190 and the A.J. Magee Survey, A-457, N 70° 17' 58" W 306.22 feet to a 1/2 inch diameter iron stake set at a two-way fence corner marking a re-entrant corner of the tract herein described, same being the east corner of said 81.72 acre tract and being the approximate location of the east corner of the Mary L. McCombs Survey, A-246 and a northerly corner of the A.J. Magee Survey, A-457, and being the intersection of the northeast line of Nockenut Road and the northwest line of said Nockenut Road.

THENCE continuing with a segment of the southeast line of the tract herein described, same being a segment of the southeast line of said 81.72 acre tract, and along a common survey line of the Mary L. McCombs Survey, A-246, and the A.J. Magee Survey, A-457, as follows:

S 70° 24' 48" W 885.14 feet to a 1/2 inch diameter iron stake set; and
S 69° 53' 53" W 89.74 feet to a 1/2 inch diameter iron stake set marking the southwest corner of the tract herein described.

THENCE with the northwest line of the tract herein described, into and across said 81.72 acre tract, said 241.72 acre tract, and said 221.42 acre tract, as follows:

N 14° 35' 14" E 2888.37 feet to a 1/2 inch diameter iron stake set; and
N 12° 31' 30" E 1665.71 feet to a 1/2 inch diameter iron stake set marking the northwest corner of the tract herein described, and lying in a fence along the north line of said 221.42 acre tract, same being the south line of Tract 5 of Rural Acres Subdivision recorded in Volume 5 at page 858 of the Map Records.

THENCE with a fence along the north line of the tract herein described, same being a segment of the north line of said 221.42 acre tract and the south line of said Tract 5 of Rural Acres, and the south line of Tract 4 s 3 of Lost Acres Subdivision,

EXHIBIT A

recorded in Volume 5 at page 373 of the Map Records, as follows:

N 89° 44' 08" E 70.17 feet to a 1/2 inch diameter iron stake found at a three-way fence corner marking the southeast corner of said Tract 5 Rural Acres, and the southwest corner of Tract 4 of Lost Acres;
N 89° 32' 32" E 76.60 feet to a 1/2 inch diameter iron stake set;
N 88° 31' 14" E 171.42 feet to a 1/2 inch diameter iron stake set;
N 89° 48' 12" E 507.16 feet to a 1/2 inch diameter iron stake found marking the southeast corner of Tract 4 of Lost Acres and the southwest corner of Tract 3 of Lost Acres;
N 89° 46' 57" E 225.73 feet to a 1/2 inch diameter iron stake set; and
N 89° 30' 46" E 661.79 feet to THE PLACE OF BEGINNING and containing 194.864 ACRES OF LAND.

I hereby certify the foregoing field notes represent the results of an on-the-ground survey made under my supervision October 1990.

STATE OF TEXAS WELL REPORT for Tracking #687101

Owner: windsor chase	Owner Well #: No Data
Address: nockenut rd seguin, TX 78156	Grid #: 67-33-6
Well Location: nockenut rd seguin, TX 78156	Latitude: 29° 25' 27.84" N
Well County: Guadalupe	Longitude: 097° 53' 13.92" W
	Elevation: No Data

Type of Work: New Well	Proposed Use: Domestic
-------------------------------	-------------------------------

Drilling Start Date: **1/11/2025** Drilling End Date: **1/11/2025**

	Diameter (in.)	Top Depth (ft.)	Bottom Depth (ft.)
Borehole:	8	0	400

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Open Hole**

	Top Depth (ft.)	Bottom Depth (ft.)	Description (number of sacks & material)
Annular Seal Data:	0	15	Cement 9 Bags/Sacks

Seal Method: **Poured**

Distance to Property Line (ft.): **200**

Sealed By: **Driller**

Distance to Septic Field or other concentrated contamination (ft.): **300**

Distance to Septic Tank (ft.): **300**

Method of Verification: **owner**

Surface Completion: Surface Slab Installed	Surface Completion by Driller
---	--------------------------------------

Water Level: **115 ft. below land surface on 2025-01-12** Measurement Method: **Weighted Line**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Jetted** **Yield: 30 GPM after 1 hours, no drawdown specified**

Water Quality:	<i>Strata Depth (ft.)</i>	<i>Water Type</i>
	No Data	No Data

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **sotex water well serv**
2622 sunset dr
san angelo, TX 76409

Driller Name: **mike Tharp** License Number: **55070**

Apprentice Name: **miles Watkins** Apprentice Number: **61480**

Comments: **No Data**

Lithology:
 DESCRIPTION & COLOR OF FORMATION MATERIAL

Casing:
 BLANK PIPE & WELL SCREEN DATA

<i>Top (ft.)</i>	<i>Bottom (ft.)</i>	<i>Description</i>
0	2	sand
2	78	corse sand
78	268	sand w/ lite streaks of sandstone
268	276	clay
276	382	sand
382	400	salt & pepper sand

<i>Dia (in.)</i>	<i>Type</i>	<i>Material</i>	<i>Sch./Gage</i>	<i>Top (ft.)</i>	<i>Bottom (ft.)</i>
4	Blank	New Plastic (PVC)	40	0	360
4	Screen	New Plastic (PVC)	40 0.020	360	400

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking Number on your written request.

Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #687357

Owner: windsor chase. tr15	Owner Well #: 3
Address: nockenut rd seguin, TX 78156	Grid #: 67-33-6
Well Location: nockenut rd seguin, TX 78156	Latitude: 29° 25' 33.6" N
Well County: Guadalupe	Longitude: 097° 53' 13.92" W
	Elevation: No Data
Type of Work: New Well	Proposed Use: Domestic

Drilling Start Date: **1/15/2025** Drilling End Date: **1/15/2025**

	Diameter (in.)	Top Depth (ft.)	Bottom Depth (ft.)
Borehole:	8	0	420

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Open Hole**

	Top Depth (ft.)	Bottom Depth (ft.)	Description (number of sacks & material)
Annular Seal Data:	0	17	Cement 9 Bags/Sacks

Seal Method: **Poured**

Sealed By: **Driller**

Distance to Property Line (ft.): **200**

Distance to Septic Field or other
concentrated contamination (ft.): **300**

Distance to Septic Tank (ft.): **300**

Method of Verification: **owner**

Surface Completion: **Surface Slab Installed**

Surface Completion by Driller

Water Level: **119 ft. below land surface on 2025-01-15** Measurement Method: **Weighted Line**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Jetted** **Yield: 20 GPM after 1 hours, no drawdown specified**

Water Quality:	Strata Depth (ft.)	Water Type
	No Data	No Data

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **sotex water well serv**
2622 sunset dr
san angelo, TX 76409

Driller Name: **Mike Tharp** License Number: **55070**

Apprentice Name: **Miles Watkins** Apprentice Number: **61480**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Casing:
BLANK PIPE & WELL SCREEN DATA

Top (ft.)	Bottom (ft.)	Description
0	2	sand
2	78	corse sand
78	187	sand w/ lite streaks of sandstone
187	400	Sand w/streaks of clay
400	420	Salt & pepper sand

Dia (in.)	Type	Material	Sch./Gage	Top (ft.)	Bottom (ft.)
4	Blank	New Plastic (PVC)	40	0	340
4	Screen	New Plastic (PVC)	40 0.016	340	380
4	Blank	New Plastic (PVC)	40	380	400
4	Screen	New Plastic (PVC)	40 0.016	400	420

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking Number on your written request.

Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

RESOLUTION 25-03-008

**OF THE CANYON REGIONAL WATER AUTHORITY (“CRWA”)
BOARD OF TRUSTEES APPROVING A RESOLUTION:**

(1) DECLARING THAT CRWA’S HAYS/CALDWELL WATER SUPPLY PIPELINE PROJECT WITHIN CRWA’S BOUNDARIES AND SERVICE AREA FOR THE PURPOSE OF PLANNING, LOCATING, SITING, DESIGNING, INSTALLING, CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING A WATER SUPPLY PIPELINE, RELATED IMPROVEMENTS AND/OR APPURTENANCES THERETO FROM CRWA’S HAYS/CALDWELL WATER TREATMENT PLANT TO SERVE CRWA’S MEMBER ENTITIES, THEIR RETAIL CUSTOMERS AND OTHER FUTURE WATER UTILITY CUSTOMERS, AND BENEFITTING THE PUBLIC HEALTH, SAFETY, WELFARE AND BEST INTERESTS OF THESE MEMBER ENTITIES, THEIR RETAIL CUSTOMERS AND OTHER FUTURE WATER UTILITY CUSTOMERS (“WATER SUPPLY PIPELINE PROJECT”) IS FOR A PUBLIC PURPOSE AND USE;

(2) DECLARING THAT CRWA HAS A PUBLIC NECESSITY TO ACQUIRE EIGHT (8) PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENTS AND EIGHT (8) TEMPORARY CONSTRUCTION EASEMENTS ON EIGHT (8) PRIVATELY-OWNED TRACTS OF LAND FROM THE CURRENT PROPERTY OWNERS OR SUCH OTHER SUBSEQUENT PROPERTY OWNERS FOR THE WATER SUPPLY PIPELINE PROJECT AS FOLLOWS:

(A)(1) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.081 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 31, 32 AND 33, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 1”);

(A)(2) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.058 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 29 AND 30, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“PERMANENT WATER PIPELINE EASEMENTS NOS. 2 & 3”);

(A)(3) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.056 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 27 AND 28, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 4”);

(A)(4) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.273 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC .LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 5.1”); AND A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 1.200 ACRES, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 5.2”);

(A)(5) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.228 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 40.00 ACRES IN A DEED FROM VCD CENTURION GATHERING PARTNERSHIP LTD. TO CLAUDIA SERNA, DATED JUNE 15, 2022 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2022-004745 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 6”);

(A)(6) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.1.83 OF AN

ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.046 ACRES IN A DEED FROM JW STONE FARM AND RANCH, LLC TO VCD CENTURION GATHERING PARTNERSHIP, LTD. (VCD) DATED MAY 24, 2021 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2021-003818 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 7”); AND

(A)(7) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.246 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE THOMAS MAXWELL SURVEY, ABSTRACT NUMBER 188, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 69.19 ACRES IN A DEED FROM DIANE WEBB SCHREINER TO WALTON TEXAS LP, DATED MAY 30, 2013 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 132453 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 8”)

(PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENTS INDIVIDUALLY REFERRED TO AS PERMANENT WATER PIPELINE EASEMENT NOS. 1-8 ARE CUMULATIVELY REFERRED TO AS “PERMANENT WATER PIPELINE EASEMENTS”);

(B)(1) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.018 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 31, 32 AND 33, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 1.1”); A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.079 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 31, 32 AND 33, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 1.2”);

(B)(2) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.070 OF AN ACRE, MORE OR LESS, OF

LAND AREA, BEING A PORTION OF LOTS 29 AND 30, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“TEMPORARY CONSTRUCTION EASEMENTS NOS. 2 & 3”);

(B)(3) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.068 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 27 AND 28, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 4”);

(B)(4) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.341 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 5.1”); AND A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 1.517 ACRES, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 5.2”);

(B)(5) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.287 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 40.00 ACRES IN A DEED FROM VCD CENTURION GATHERING PARTNERSHIP LTD. TO CLAUDIA SERNA, DATED JUNE 15, 2022 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2022-004745 OF THE

**CALDWELL COUNTY OFFICIAL RECORDS
("TEMPORARY CONSTRUCTION EASEMENT NO. 6");**

(B)(6) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.215 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.046 ACRES IN A DEED FROM JW STONE FARM AND RANCH, LLC TO VCD CENTURION GATHERING PARTNERSHIP, LTD. (VCD) DATED MAY 24, 2021 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2021-003818 OF THE CALDWELL COUNTY OFFICIAL RECORDS ("TEMPORARY CONSTRUCTION EASEMENT NO. 7"); AND

(B)(7) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.341 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE THOMAS MAXWELL SURVEY, ABSTRACT NUMBER 188, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 69.19 ACRES IN A DEED FROM DIANE WEBB SCHREINER TO WALTON TEXAS LP, DATED MAY 30, 2013 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 132453 OF THE CALDWELL COUNTY OFFICIAL RECORDS, ("TEMPORARY CONSTRUCTION EASEMENT NO. 8")

(TEMPORARY CONSTRUCTION EASEMENTS INDIVIDUALLY REFERRED TO AS TEMPORARY CONSTRUCTION EASEMENT NOS. 1-8 ARE CUMULATIVELY REFERRED TO AS "TEMPORARY CONSTRUCTION EASEMENTS");

(3) DECLARING THAT CRWA'S WATER SUPPLY PIPELINE PROJECT WILL EXTEND APPROXIMATELY 5,300 LINEAR FEET ALONG FARM TO MARKET ROAD 1984, STARTING AT ASPEN ROAD, TRAVELING NORTHEAST, AND ENDING AT WILLIAM PETTUS ROAD, AND FURTHER DECLARING THAT ALL SUCH PERMANENT WATER PIPELINE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS ARE LOCATED ALONG AND ADJACENT TO FARM TO MARKET ROAD 1984 FROM ASPEN ROAD TO WILLIAM PETTUS ROAD;

(4) DECLARING THAT ALL SUCH PERMANENT WATER PIPELINE EASEMENTS SHALL BE FOR THE PUBLIC PURPOSE AND USE OF ACCESS, INGRESS, EGRESS, REGRESS, PLANNING, LOCATING,

SITING, DESIGNING, INSTALLING, CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING TOGETHER WITH OTHER RELATED RIGHTS A WATER SUPPLY PIPELINE, RELATED IMPROVEMENTS AND/OR APPURTENANCES THERETO BY CRWA AND ITS EMPLOYEES, AGENTS, CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS FOR THE WATER SUPPLY PIPELINE PROJECT IN, ON, UPON, OVER, UNDER, ACROSS AND THROUGH THE PERMANENT WATER PIPELINE EASEMENTS;

(5) DECLARING THAT THE TEMPORARY CONSTRUCTION EASEMENTS SHALL BE FOR THE PUBLIC PURPOSE AND USE OF PROVIDING ONLY CRWA AND ITS EMPLOYEES, AGENTS, CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS ACCESS, INGRESS, EGRESS, REGRESS AND ADDITIONAL WORK AREA INCLUDING AREA FOR THE STORAGE OF MATERIALS AND EQUIPMENT IN, ON, UPON, OVER, UNDER, ACROSS AND THROUGH THE TEMPORARY CONSTRUCTION EASEMENTS IN WHICH TO DO WHAT IS NECESSARY TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN A WATER SUPPLY PIPELINE, RELATED IMPROVEMENTS AND/OR APPURTENANCES THERETO BY CRWA AND ITS EMPLOYEES, AGENTS, CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS FOR THE WATER SUPPLY PIPELINE PROJECT AND DURING THE TIME PERIOD OF THE PROJECT WORK IN, ON, UPON, OVER, UNDER, ACROSS AND THROUGH THE PERMANENT WATER PIPELINE EASEMENTS AND REVERTING BACK TO THE PROPERTY OWNERS UPON COMPLETION OF THE INSTALLATION, CONSTRUCTION, AND/OR RECONSTRUCTION OF THE WATER SUPPLY PIPELINE, RELATED IMPROVEMENTS AND/OR APPURTENANCES THERETO BY CRWA AND ITS EMPLOYEES, AGENTS, CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS IN, ON, UPON, OVER, UNDER, ACROSS AND THROUGH THE PERMANENT WATER PIPELINE EASEMENTS, AS EVIDENCED BY CRWA'S CERTIFICATE OF COMPLETION;

(6) AUTHORIZING AND DIRECTING THAT CRWA ACQUIRE AND PAY FOR THE PERMANENT WATER PIPELINE EASEMENTS AND THE TEMPORARY CONSTRUCTION EASEMENTS FOR THE PUBLIC PROJECT, PURPOSES AND USES OUTLINED HEREIN THROUGH NEGOTIATION AND/OR THE USE OF THE POWER OF EMINENT DOMAIN THROUGH MEDIATION, SETTLEMENT OR FINAL JUDGMENT;

(7) AUTHORIZING AND DIRECTING CRWA'S GENERAL MANAGER TO EXECUTE ALL DOCUMENTS, AND INITIATE AND TAKE ALL ACTIONS NECESSARY TO ACQUIRE THE PERMANENT WATER PIPELINE EASEMENTS AND THE TEMPORARY CONSTRUCTION EASEMENTS FOR THE PUBLIC PROJECT, PURPOSES AND USES

OUTLINED HEREIN THROUGH NEGOTIATION AND/OR THE USE OF THE POWER OF EMINENT DOMAIN THROUGH SETTLEMENT OR FINAL JUDGMENT AND TO PAY THE COSTS OF THE ACQUISITION OF THE PERMANENT WATER PIPELINE EASEMENTS AND THE TEMPORARY CONSTRUCTION EASEMENTS THROUGH NEGOTIATION AND/OR THE USE OF THE POWER OF EMINENT DOMAIN THROUGH MEDIATION, SETTLEMENT OR FINAL JUDGMENT AND THE GRANTS OF AWARDS RESULTING THEREFROM;

(8) AUTHORIZING AND DIRECTING CRWA'S ATTORNEYS TO ASSIST IN THE NEGOTIATION OF, AND/OR INSTITUTE AND PROSECUTE THE ACQUISITION OF THE PERMANENT WATER PIPELINE EASEMENTS AND THE TEMPORARY CONSTRUCTION EASEMENTS FOR THE PUBLIC PROJECT, PURPOSES AND USES OUTLINED HEREIN THROUGH NEGOTIATION AND/OR THE USE OF THE POWER OF EMINENT DOMAIN THROUGH MEDIATION, SETTLEMENT OR FINAL JUDGMENT;

(9) AUTHORIZING THE EXPENDITURE OF CRWA FUNDS TO PAY FOR THE COSTS TO ACQUIRE THE PERMANENT WATER PIPELINE EASEMENTS AND THE TEMPORARY CONSTRUCTION EASEMENTS FOR THE PUBLIC PROJECT, PURPOSES AND USES OUTLINED HEREIN THROUGH NEGOTIATION AND/OR THE USE OF THE POWER OF EMINENT DOMAIN THROUGH MEDIATION, SETTLEMENT OR FINAL JUDGMENT; AND

(10) FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE

RECITALS

WHEREAS, Canyon Regional Water Authority is a regional water authority created under and essential to accomplish the purposes of Article XVI, Section 59 of the Constitution of the State of Texas, and the other applicable general laws of the State of Texas; and

WHEREAS, CRWA was also created to (1) purchase, own, hold, lease, and otherwise acquire sources of a potable water supply to supplement water from the Edwards Aquifer; (2) build, operate, and maintain facilities for the treatment and transportation of water; (3) sell potable water to local governments, water supply corporations, and other persons in the State of Texas; and (4) protect, preserve, and restore the purity and sanitary condition of water within CRWA; and

WHEREAS, CRWA is comprised of eleven (11) members that include several cities and special utility districts, and a water supply corporation ("Member Entities"); and

WHEREAS, CRWA’s boundaries currently include all of the territory located in the service area of its Member Entities as provided in their respective certificates of convenience and necessity (“CCNs”) issued by the Texas Commission on Environmental Quality (the "TCEQ"); and

WHEREAS, all CCN matters are now jurisdictional with the Public Utility Commission of Texas (“PUC”); and

WHEREAS, CRWA owns and operates that certain groundwater production, treatment and transportation facility, known as the Hays/Caldwell water treatment facility and certain related transmission lines, including the right to use certain Member Entities’ existing transmission lines and related facilities, together with associated permits and facilities, located in Hays and Caldwell Counties, Texas for the purpose of receiving, treating, and transmitting certain of the water produced pursuant to certain contracts and/or leases now in force or to be entered into in the future; and

WHEREAS, the service areas of the Member Entities are experiencing increasing development and population growth; and

WHEREAS, expanding and improving CRWA’s water utility system within its service area to better serve its Member Entities, their retail customers and other future water utility customers specifically requires the additional planning, location, siting, design, installation, construction, reconstruction, operation and maintenance of a water supply pipeline, related improvements and/or appurtenances thereto by CRWA from the Hays/Caldwell water treatment plant that will benefit the public health, safety, welfare and other interests of the Member Entities, their retail customers and other future water utility customers (“Water Supply Pipeline Project”); and

WHEREAS, as part of the Water Supply Pipeline Project, it is necessary for CRWA to acquire for public use eight (8) permanent and exclusive easements on eight (8) certain privately-owned tracts of land located in Caldwell County, Texas within CRWA’s service area from the current property owners or such other subsequent property owners for the public purpose of access, ingress, egress, regress, planning, locating, siting designing, installing, constructing, reconstructing, realigning, inspecting, operating, maintaining, patrolling, repairing, replacing, adding, upgrading, improving, relocating and/or removing a water supply pipeline, related improvements and/or appurtenances thereto by CRWA and its employees, agents, consultants, contractors and subcontractors in, on, upon, over, under, across and through the eight (8) permanent and exclusive easements (“Permanent Water Pipeline Easements”) and described as follows:

(A)(1) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.081 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 31, 32 AND 33, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 1”);

(A)(2) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.058 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 29 AND 30, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“PERMANENT WATER PIPELINE EASEMENTS NOS. 2 & 3”);

(A)(3) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.056 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 27 AND 28, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 4”);

(A)(4) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.273 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC .LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 5.1”); AND A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 1.200 ACRES, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 5.2”);

(A)(5) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.228 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 40.00 ACRES IN A DEED FROM VCD CENTURION GATHERING PARTNERSHIP LTD. TO CLAUDIA SERNA, DATED JUNE 15, 2022 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2022-004745 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 6”);

(A)(6) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.1.83 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.046 ACRES IN A DEED FROM JW STONE FARM AND RANCH, LLC TO

VCD CENTURION GATHERING PARTNERSHIP, LTD. (VCD) DATED MAY 24, 2021 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2021-003818 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 7”); AND

(A)(7) A PERMANENT AND EXCLUSIVE WATER PIPELINE EASEMENT DESCRIBED AS 0.246 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE THOMAS MAXWELL SURVEY, ABSTRACT NUMBER 188, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 69.19 ACRES IN A DEED FROM DIANE WEBB SCHREINER TO WALTON TEXAS LP, DATED MAY 30, 2013 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 132453 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“PERMANENT WATER PIPELINE EASEMENT NO. 8”)

(Permanent and Exclusive Water Pipeline Easements individually referred to as Permanent Water Pipeline Easement Nos. 1-8 are cumulatively referred to as “Permanent Water Pipeline Easements”);

WHEREAS, as part of the Water Supply Pipeline Project, it is also necessary for CRWA to acquire for public use eight (8) temporary construction easements on eight (8) certain privately-owned tracts of land located in Caldwell County, Texas within CRWA’s service area from the current property owners or such other subsequent property owners for the public purpose of providing only CRWA, its employees, agents, consultants, contractors and subcontractors access, ingress, egress, regress, and additional work area including area for the storage of materials and equipment in, on, upon, over, under, across and through the temporary construction easements in which to do what is necessary to install, construct, reconstruct, operate and maintain a water supply pipeline, related improvements and/or appurtenances thereto by CRWA and its employees, agents, consultants, contractors and subcontractors during the time period of the project work in, on, upon, over, under, across and through the Permanent Water Pipeline Easement (“Temporary Construction Easements”) and described as follows:

(B)(1) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.018 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 31, 32 AND 33, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 1.1”); A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.079 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 31, 32 AND 33, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 1.2”);

(B)(2) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.070 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 29 AND 30, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY

DEED RECORDS (“TEMPORARY CONSTRUCTION EASEMENTS NOS. 2 & 3”);

(B)(3) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.068 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 27 AND 28, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 4”);

(B)(4) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.341 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 5.1”); AND A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 1.517 ACRES, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 5.2”);

(B)(5) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.287 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 40.00 ACRES IN A DEED FROM VCD CENTURION GATHERING PARTNERSHIP LTD. TO CLAUDIA SERNA, DATED JUNE 15, 2022 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2022-004745 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 6”);

(B)(6) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.215 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.046 ACRES IN A DEED FROM JW STONE FARM AND RANCH, LLC TO VCD CENTURION GATHERING PARTNERSHIP, LTD. (VCD) DATED MAY 24, 2021 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2021-003818 OF THE CALDWELL COUNTY OFFICIAL RECORDS (“TEMPORARY CONSTRUCTION EASEMENT NO. 7”); AND

(B)(7) A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS 0.341 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE THOMAS MAXWELL SURVEY, ABSTRACT NUMBER 188, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 69.19 ACRES IN A DEED FROM DIANE WEBB SCHREINER TO WALTON TEXAS LP, DATED MAY 30, 2013 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 132453 OF THE CALDWELL COUNTY OFFICIAL RECORDS, (“TEMPORARY CONSTRUCTION EASEMENT NO. 8”)

(Temporary Construction Easements individually referred to as Temporary Construction Easement Nos. 1-8 are cumulatively referred to as “Temporary Construction Easements”);

WHEREAS, the Temporary Construction Easements shall revert back to the property owners upon completion of the installation, construction, and/or reconstruction of the water supply pipeline, related improvements and/or appurtenances thereto by CRWA and its employees, agents, consultants, contractors and subcontractors in, on, upon, over, under, across and through the Permanent Water Pipeline Easements, as evidenced by CRWA’s certificate of completion; and

WHEREAS, CRWA’s Water Supply Pipeline Project will extend approximately 5,300 linear feet along Farm to Market Road 1984, starting at Aspen Road, traveling northeast, and ending at William Pettus Road, and that all such Permanent Water Pipeline Easements and Temporary Construction Easements are located along and adjacent to Farm to Market Road 1984 from Aspen Road to William Pettus Road;

WHEREAS, the CRWA Board of Directors desires (1) to declare that CRWA’s Water Supply Pipeline Project is for a public purpose and use; (2) to declare that a public necessity exists to acquire the eight (8) Permanent Water Pipeline Easements and the eight (8) Temporary Construction Easements on eight (8) privately-owned tracts of land from the current property owners or such other subsequent property owners for the Water Supply Pipeline Project; (3) to declare that the Permanent Water Pipeline Easements shall be for the public purpose and use of access, ingress, egress, regress, planning, locating, siting, designing, installing, constructing, reconstructing, realigning, inspecting, operating, maintaining, patrolling, repairing, replacing, adding, upgrading, improving, relocating and/or removing a water supply pipeline, related improvements and/or appurtenances thereto by CRWA and its employees, agents, consultants, contractors and subcontractors for the Water Supply Pipeline Project in, on, upon, over, under, across and through the Permanent Water Pipeline Easements; (4) to declare that the Temporary Construction Easements shall be for the public purpose and use of providing only CRWA and its employees, agents, consultants, contractors and subcontractors access, ingress, egress, regress, and additional work area including area for the storage of materials and equipment in, on, upon, over, under, across and through the Temporary Construction Easements in which to do what is necessary to install, construct, reconstruct, operate and maintain a water supply pipeline, related improvements and/or appurtenances thereto by CRWA and its employees, agents, consultants, contractors and subcontractors for the Water Supply Pipeline Project and during the time period of the project work in, on, upon, over, under, across and through the Permanent Water Pipeline

Easements; (5) to declare that the Temporary Construction Easements shall revert back to the property owners upon completion of the installation, construction and/or reconstruction of the water supply pipeline, related improvements and/or appurtenances thereto by CRWA and its employees, agents, consultants, contractors and subcontractors in, on, upon, over, under, across and through the Permanent Water Pipeline Easements as evidenced by CRWA's certificate of completion; (6) to declare that CRWA's Water Supply Pipeline Project will extend approximately 5,300 linear feet along Farm to Market Road 1984, starting at Aspen Road, traveling northeast, and ending at William Pettus Road, and further declare that all such Permanent Water Pipeline Easements and Temporary Construction Easements are located along and adjacent to Farm to Market Road 1984 from Aspen Road to William Pettus Road; (7) to authorize and direct that CRWA acquire and pay for the Permanent Water Pipeline Easements and the Temporary Construction Easements for the public project, purposes and uses outlined herein through negotiation and/or the use of the power of eminent domain through mediation, settlement or final judgment; (8) to authorize and direct CRWA's general manager to execute all documents, and initiate and take all actions necessary to acquire the Permanent Water Pipeline Easements and the Temporary Construction Easements for the public project, purposes and uses outlined herein through negotiation and/or the use of the power of eminent domain through mediation, settlement or final judgment and to pay the costs of the acquisition of the Permanent Water Pipeline Easements and the Temporary Construction Easements through negotiation and/or the use of the power of eminent domain through mediation, settlement or final judgment and the grants of awards resulting therefrom; (9) to authorize and direct CRWA's attorneys to assist in the negotiation of, and/or institute and prosecute the acquisition of the Permanent Water Pipeline Easements and the Temporary Construction Easements for the public project, purposes and uses outlined herein through negotiation and/or the use of the power of eminent domain through mediation, settlement or final judgment; and (10) to authorize the expenditure of CRWA funds to pay for the costs to acquire the Permanent Water Pipeline Easements and the Temporary Construction Easements for the public project, purposes and uses outlined herein through negotiation and/or the use of the power of eminent domain through mediation, settlement or final judgment; now therefore:

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

1. That the above caption and recitals stated in this Resolution are incorporated by reference herein for all purposes as if fully set out below.
2. That the Water Supply Pipeline Project is hereby declared to be for a public purpose and use.
3. That a public necessity is hereby declared to exist for the acquisition of the eight (8) Permanent Water Pipeline Easements and the eight (8) Temporary Construction Easements on eight (8) privately-owned tracts of land from the current property owners or such other subsequent property owners for the Water Supply Pipeline Project.
4. That all such Permanent Water Pipeline Easements are hereby declared to be for the public purpose and use of access, ingress, egress, regress, planning, locating, siting, designing, installing, constructing, reconstructing, realigning, inspecting, operating, maintaining, patrolling,

repairing, replacing, adding, upgrading, improving, relocating and/or removing a water supply pipeline, related improvements and/or appurtenances thereto by CRWA and its employees, agents, consultants, contractors and subcontractors for the Water Supply Pipeline Project in, on, upon, over, under, across and through the Permanent Water Pipeline Easements.

5. That all such Temporary Construction Easements are hereby declared to be for the public purpose and use of providing only CRWA and its employees, agents, consultants contractors and subcontractors access, ingress, egress, regress, and additional work area including area for the storage of materials and equipment in, on, upon, over, under, across and through the Temporary Construction Easements in which to do what is necessary to install, construct, reconstruct, operate and maintain a water supply pipeline, related improvements and/or appurtenances thereto by CRWA and its employees, agents, consultants, contractors and subcontractors for the Water Supply Pipeline Project and during the time period of the project work in, on, upon, over, under, across and through the Permanent Water Pipeline Easements.

6. That the Temporary Construction Easements are hereby declared to and shall revert back to the property owners upon completion of the installation, construction and/or reconstruction of the water supply pipeline, related improvements and/or appurtenances thereto by CRWA and its employees, agents, consultants, contractors and subcontractors in, on, upon, over, under, across and through the Permanent Water Pipeline Easements, as evidenced by CRWA's certificate of completion.

7. That CRWA's Water Supply Pipeline Project will extend approximately 5,300 linear feet along Farm to Market Road 1984, starting at Aspen Road, traveling northeast, and ending at William Pettus Road, and that all such Permanent Water Pipeline Easements and Temporary Construction Easements are located along and adjacent to Farm to Market Road 1984 from Aspen Road to William Pettus Road.

8. That CRWA is hereby authorized and directed to acquire and pay for the Permanent Water Pipeline Easements and the Temporary Construction Easements for the public project, purposes and uses outlined herein through negotiation and/or the use of the power of eminent domain through mediation, settlement or final judgment.

9. That CRWA's general manager is hereby authorized and directed to execute all documents, and initiate and take all actions necessary to acquire the Permanent Water Pipeline Easements and the Temporary Construction Easements for the public project, purposes and uses outlined herein through negotiation and/or the use of the power of eminent domain through mediation, settlement or final judgment and to pay the costs of the acquisition of the Permanent Water Pipeline Easements and the Temporary Construction Easements through negotiation and/or the use of the power of eminent domain through mediation, settlement or final judgment and the grants of awards resulting therefrom.

10. That CRWA's attorneys are hereby authorized and directed to assist in the negotiation of, and/or institute and prosecute the acquisition of the Permanent Water Pipeline Easements and the Temporary Construction Easements for the public project, purposes and uses outlined herein through negotiation and/or the use of the power of eminent domain through mediation, settlement or final judgment.

11. That the expenditure of CRWA funds is hereby authorized to pay for the costs to acquire the Permanent Water Pipeline Easements and the Temporary Construction Easements for the public project, purposes and uses outlined herein through negotiation and/or the use of the power of eminent domain through mediation, settlement or final judgment.

12. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

13. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

14. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of March, 2025.

Print Name: _____

Acting Presiding Officer

ATTEST:

Print Name: _____

Secretary/Acting Secretary Pro Tem

EXHIBIT "A"

PERMANENT WATER PIPELINE EASEMENT NO. 1

DESCRIPTION OF 0.081 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 31, 32 AND 33, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point at the intersection of the northwest line of F.M. Highway 1984 and the east line of a 50 foot wide street shown on the plat of Fehlis Revised Addition to Reedville, for the common south corner of the remaining portion of Lot 33, and the west corner of that tract described in a deed from Vicente Corpus et ux to the State of Texas, dated March 16, 1953 and recorded in Volume 251, Page 154 of the Caldwell County Deed records;

THENCE leaving F.M. Highway 1984 with the common east line of the 50' foot wide road and the west line of Lot 33, N 08° 44' 01" W 50.92 feet to a 1/2" iron rod set for the southwest corner and PLACE OF BEGINNING of this tract, pass at 1.07 feet a chain link fence corner post;

THENCE leaving the PLACE OF BEGINNING as shown on that plat numbered 28329-24-1-b, as revised February 3, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, and continuing with the common east line of the 50 foot wide road and the west line of Lot 33, N 08° 44' 01" W 22.12 feet to a 1/2" iron rod set for the westerly north corner of this tract, from which a 5/8" iron rod found for the west corner of Lot 33 bears N 08° 44' 01" W 91.21 feet;

THENCE leaving the 50 foot wide road and crossing Lots 31, 32 and 33, the following two courses:

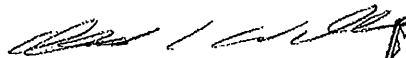
1. S 73° 26' 18" E 48.66 feet to a 1/2" iron rod set for an angle point, and
2. N 48° 23' 14" E 125.87 feet to a 1/2" iron rod set for the north corner of this tract in the common occupied northeast line of Lot 31 and southwest line of Lot 30, from which a chain link corner post found for the common occupied north corner of Lot 31 and west corner of Lot 30 bears, N 22° 00' 10" W 132.68 feet;

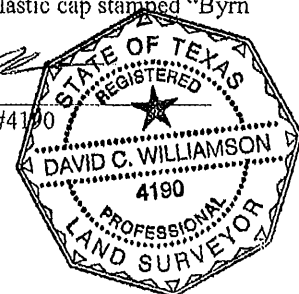
THENCE with said common line, S 22° 00' 10" E 21.23 feet to a calculated point in the northwest line of F.M. Highway 1984, for the common north corner of the Corpus to the State of Texas tract and the west corner of that tract described in a deed from Louisa Johnson to the State of Texas, dated April 25, 1953 and recorded in Volume 249, Page 358 of the Caldwell County Deed Records, pass at 20.33 feet a chain link fence corner post;

THENCE leaving Lot 30 and the Johnson to the State of Texas tract, and crossing lots 31 and 32 and entering lot 33, with the common northwest line of F.M. Highway 1984 and the Corpus to the State of Texas tract, S 48° 23' 14" W 129.87 feet, to an 1/2" iron rod set for an angle point;

THENCE crossing the corner of Lot 33, N 73° 26' 18" W 50.33 feet to the PLACE OF BEGINNING.

There are contained within these metes and bounds 0.081 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson, R.P.L.S. #4190



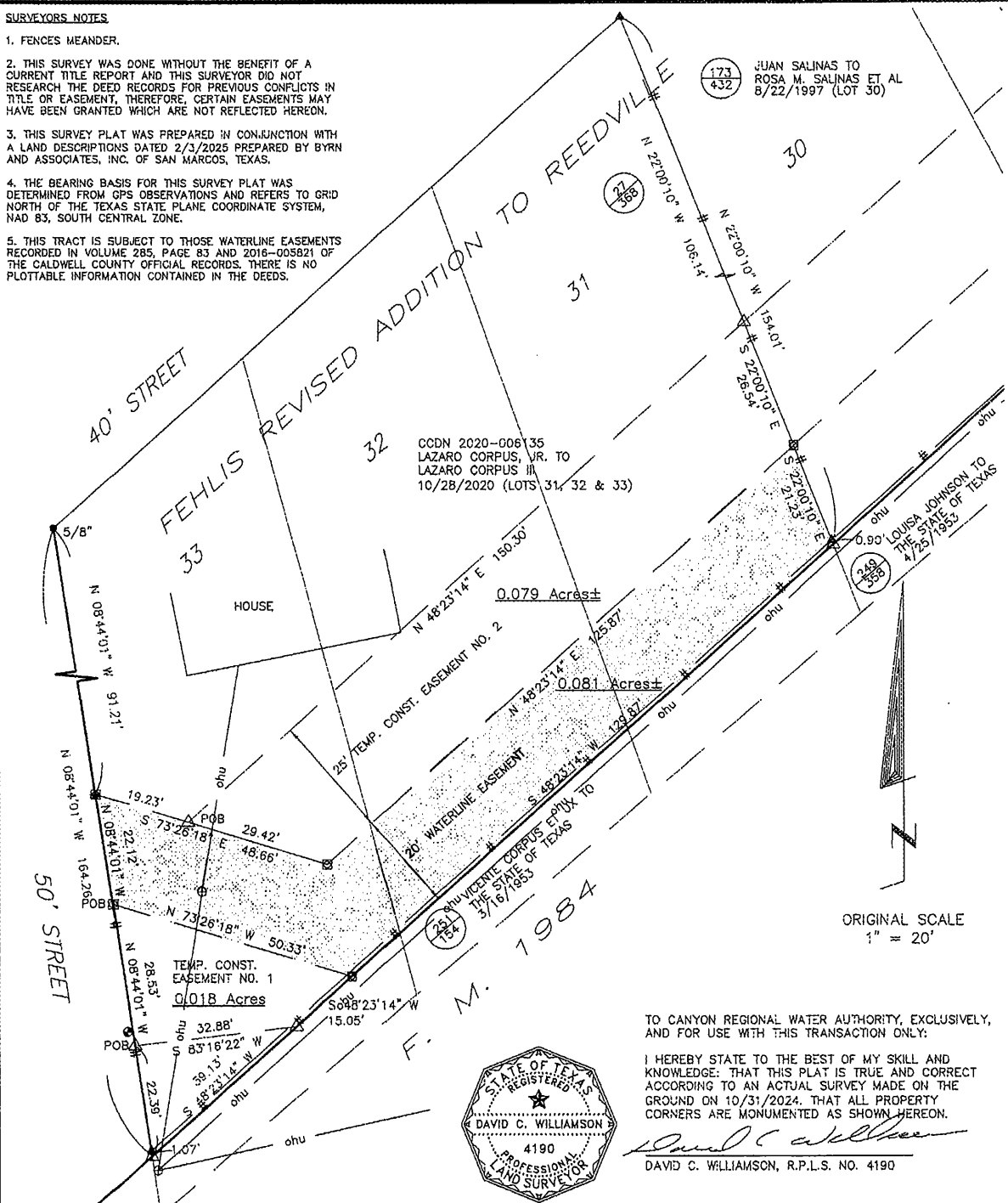
Client: Canyon Regional Water Authority
Date: 2/3/2025
Subd.: Fehlis Revised Addition to Reedville
County: Caldwell
Job No: 28329-24-1
FND 0.081 ac

Tract 1

Page 1 of 1

SURVEYORS NOTES

1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTIONS DATED 2/3/2025 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
5. THIS TRACT IS SUBJECT TO THOSE WATERLINE EASEMENTS RECORDED IN VOLUME 285, PAGE 83 AND 2016-005821 OF THE CALDWELL COUNTY OFFICIAL RECORDS. THERE IS NO PLOTTABLE INFORMATION CONTAINED IN THE DEEDS.



ORIGINAL SCALE
1" = 20'

TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON 10/31/2024. THAT ALL PROPERTY CORNERS ARE MONUMENTED AS SHOWN HEREON.

David C. Williamson
DAVID C. WILLIAMSON, R.P.L.S. NO. 4190



LEGEND
CCDN CALDWELL COUNTY DOCUMENT NUMBER

- (VOL/PG) CALDWELL COUNTY DEED OR OFFICIAL RECORDS
- ☒ 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- ▲ CHAIN LINK FENCE POST
- △ CALCULATED POINT
- # CHAIN LINK FENCE
- ohu → UTILITY LINE, POLE AND GUY
- ⊙ WATER VALVE
- PCB POINT OF BEGINNING

△ REVISED 2/3/2025
 △ REVISED 1/2/2025
 CLIENT: CANYON REGIONAL WATER AUTHORITY
 DATE: 10/31/2024
 OFFICE: K. SMITH
 CREW: C. SMITH, K. SMITH
 FB/PG: 797/46
 PLAT NO. 28329-24-1-b

TRACT 1

BYRN & ASSOCIATES, INC.
SURVEYING
 P.O. BOX 1433 SAN MARCOS, TEXAS 78667
 PHONE 512-396-2270 FAX 512-392-2945
 FIRM NO. 10070500

PLAT OF 0.178 OF AN ACRE, BEING A PORTION OF LOTS 31, 32 & 33, FEHLIS REVISED ADDITION TO REEDVILLE, CALDWELL COUNTY, TEXAS

PERMANENT WATER PIPELINE EASEMENTS NOS. 2 & 3

DESCRIPTION OF 0.058 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 29 AND 30, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the northwest line of F. M. Highway 1984 for the common south corner of the remaining portion of Lots 27 and 28, Fehlis Revised Addition to Reedville, the east corner of the remaining portion of Lots 29 and 30, Fehlis Revised Addition to Reedville, the west corner of that tract described in a deed from Methodist Protestant Church to the State of Texas, dated May 18, 1953 and recorded in Volume 249, Page 347 of the Caldwell County Deed records and the north corner of that tract described in a deed from Louisa Johnson to the State of Texas, dated April 25, 1953 and recorded in Volume 249, Page 358 of the Caldwell County Deed Records, from which a TXDOT concrete monument found bears N 48° 23' 14" E 147.71 feet;

THENCE leaving Lot 28 and the Methodist Protestant Church to the State of Texas tract, and the **PLACE OF BEGINNING** as shown on that plat numbered 28329-24-2-b, as revised January 2, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, with the common northwest line of F. M. Highway 1984 and the Johnson to the State of Texas tract, and crossing Lots 29 and 30, Fehlis Revised Addition to Reedville, **S 48° 23' 14" W 129.00 feet** to a calculated point in the common southwest line of Lot 30 and the northeast line of Lot 31, for the common west corner of the Johnson to the State of Texas tract and the north corner of that tract described in a deed from Vicente Corpus et ux to the State of Texas, dated March 16, 1953 and recorded in Volume 251, Page 154 of the Caldwell County Deed Records;

THENCE leaving F. M. Highway 1984, the Johnson to the State of Texas tract and the Corpus to the State of Texas tract, with the common occupied southwest line of Lot 30 and the northeast line of Lot 31, Fehlis Revised Addition to Reedville, **N 22° 00' 10" W 21.23 feet** to a 1/2" iron rod set for the west corner of this tract, from which a chain link corner post found for the common occupied west corner of Lot 30 and north corner of Lot 31 bears N 22° 00' 10" W 132.78 feet;

THENCE leaving Lot 31 and crossing Lots 29 and 30, **N 48° 23' 14" E 124.96 feet** to a 1/2" iron rod set for the north corner of this tract in the common occupied northeast line of Lot 29 and the southwest line of Lot 28, from which a fence post found for the common occupied north corner of Lot 29 and the west corner of Lot 28 bears N 32° 50' 09" W 132.89 feet;

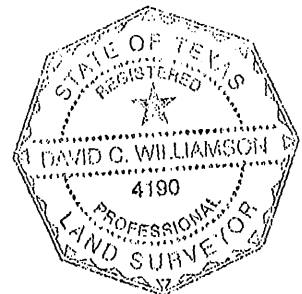
THENCE with said common line, **S 32° 50' 09" E 20.24 feet** to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 0.058 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".



David C. Williamson, R.P.L.S. # 4190

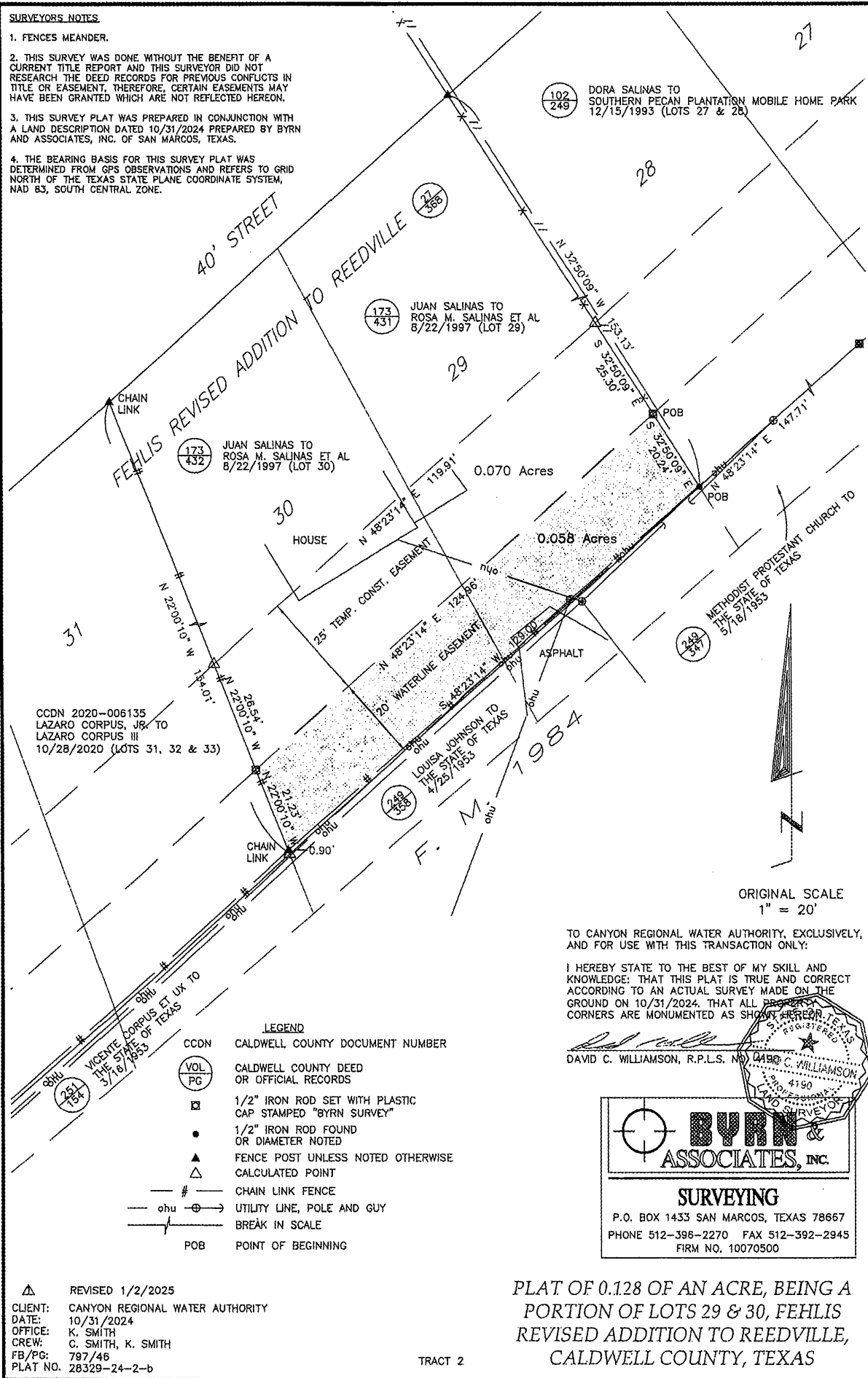
Revised: 1/2/2025
Client: Canyon Regional Water Authority
Date: 10/31/2024
Subd.: Fehlis Revised Addition to Reedville
County: Caldwell
Job No: 28329-24-2
FND 0.058 ac



TRACT 2 .

SURVEYORS NOTES

1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT. THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/31/2024 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.



CC DN 2020-006135
LAZARO CORPUS, JR. TO
LAZARO CORPUS III
10/28/2020 (LOTS 31, 32 & 33)

ORIGINAL SCALE
1" = 20'

TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY,
AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND
KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT
ACCORDING TO AN ACTUAL SURVEY MADE ON THE
GROUND ON 10/31/2024. THAT ALL PROPERTY
CORNERS ARE MONUMENTED AS SHOWN HEREON.

DAVID C. WILLIAMSON, R.P.L.S. NO. 4490 C. WILLIAMSON
REGISTERED SURVEYOR
4190

- LEGEND**
- CC DN CALDWELL COUNTY DOCUMENT NUMBER
 - VOL CALDWELL COUNTY DEED OR OFFICIAL RECORDS
 - PG PG
 - 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
 - 1/2" IRON ROD FOUND OR DIAMETER NOTED
 - FENCE POST UNLESS NOTED OTHERWISE
 - ▲ CALCULATED POINT
 - # CHAIN LINK FENCE
 - ohu UTILITY LINE, POLE AND GUY
 - BREAK IN SCALE
 - POB POINT OF BEGINNING



SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-398-2270 FAX 512-392-2945
FIRM NO. 10070500

△ REVISED 1/2/2025
CLIENT: CANYON REGIONAL WATER AUTHORITY
DATE: 10/31/2024
OFFICE: K. SMITH
CREW: C. SMITH, K. SMITH
FB/PG: 797/46
PLAT NO. 28329-24-2-b

TRACT 2

PLAT OF 0.128 OF AN ACRE, BEING A
PORTION OF LOTS 29 & 30, FEHLIS
REVISED ADDITION TO REEDVILLE,
CALDWELL COUNTY, TEXAS

PERMANENT WATER PIPELINE EASEMENT NO. 4

DESCRIPTION OF 0.056 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 27 AND 28, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the northwest line of F. M. Highway 1984 for the common south corner of this tract and the remaining portion of Lots 27 and 28, Fehlis Revised Addition to Reedville, the east corner of the remaining portion of Lots 29 and 30, Fehlis Revised Addition to Reedville, the west corner of that tract described in a deed from Methodist Protestant Church to the State of Texas, dated May 18, 1953 and recorded in Volume 249, Page 347 of the Caldwell County Deed records and the north corner of that tract described in a deed from Louisa Johnson to the State of Texas, dated April 25, 1953 and recorded in Volume 249, Page 358 of the Caldwell County Deed records;

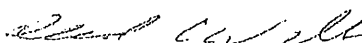
THENCE leaving F. M. Highway 1984, the State of Texas tracts and the **PLACE OF BEGINNING** as shown on that plat numbered 28329-24-4-b, as revised January 2, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, with the common southwest line of Lot 28 and the northeast line of Lot 29, **N 32° 50' 09" W 20.24** feet to a 1/2" iron rod set for the west corner of this tract from which a fence post found for the common occupied west corner of Lot 28 and north corner of Lot 29 bears **N 32° 50' 09" W 132.89** feet;

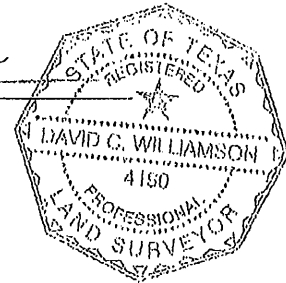
THENCE leaving Lot 29 and crossing Lots 28 and 27, Fehlis Revised Addition to Reedville, **N 48° 23' 14" E 120.13** feet to an "X" etched in concrete for the north corner of this tract in the common northeast line of Lot 27 and the southwest line of a street shown on the plat of Fehlis Revised Addition to Reedville;

THENCE with said common line, **S 41° 38' 53" E 20.00** feet to a calculated point for the east corner of this tract, in the northwest line of F. M. Highway 1984 and the State of Texas tract recorded in Volume 249, Page 347 of the Caldwell County Deed records, from which a TXDOT concrete monument found for an angle point in the northwest line of F. M. Highway 1984 bears **N 48° 23' 14" E 24.48** feet;

THENCE leaving the Street shown on the Fehlis Revised Addition to Reedville and crossing lots 27 and 28 with the common northwest line of the State of Texas tract and F. M. Highway 1984 **S 48° 23' 14" W 123.23** feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 0.056 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson, R.P.L.S. #4190



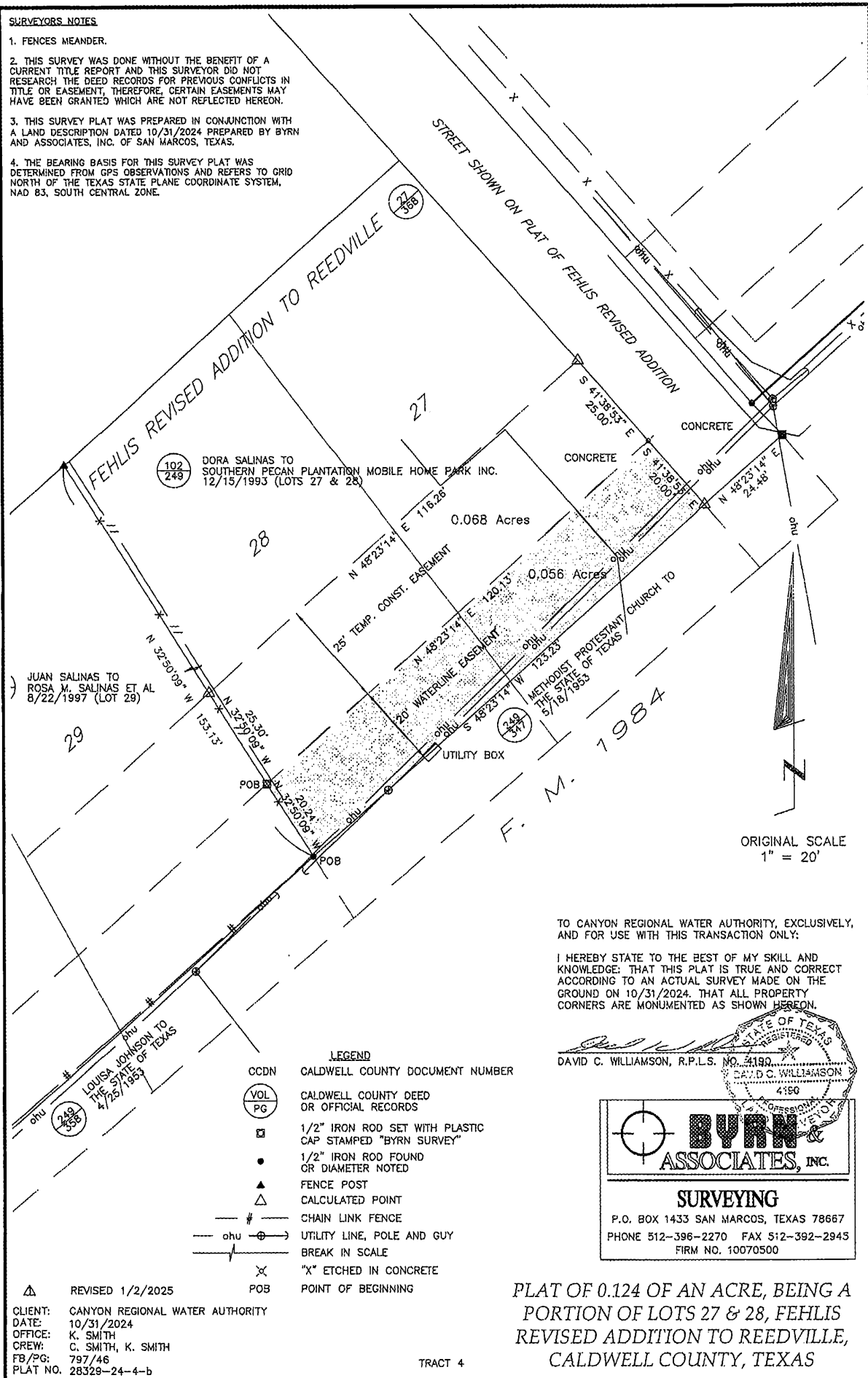
Revised: 1/2/2025
Client: Canyon Regional Water Authority
Date: 10/31/2024
Subd.: Fehlis Revised Addition to Reedville
County: Caldwell
Job No: 28329-24-4
FND 0.056 ac

TRACT 4

Page 1 of 1

SURVEYORS NOTES

1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/31/2024 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.



ORIGINAL SCALE
1" = 20'

TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON 10/31/2024. THAT ALL PROPERTY CORNERS ARE MONUMENTED AS SHOWN HEREON.

DAVID C. WILLIAMSON, R.P.L.S. NO. 4180
STATE OF TEXAS REGISTERED PROFESSIONAL SURVEYOR
4180



SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

- LEGEND**
- CCDN CALDWELL COUNTY DOCUMENT NUMBER
 - (VOL PG) CALDWELL COUNTY DEED OR OFFICIAL RECORDS
 - 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
 - 1/2" IRON ROD FOUND OR DIAMETER NOTED
 - ▲ FENCE POST
 - △ CALCULATED POINT
 - # CHAIN LINK FENCE
 - ohu → UTILITY LINE, POLE AND GUY
 - |— BREAK IN SCALE
 - X "X" ETCHED IN CONCRETE
 - POB POINT OF BEGINNING

△ REVISED 1/2/2025
CLIENT: CANYON REGIONAL WATER AUTHORITY
DATE: 10/31/2024
OFFICE: K. SMITH
CREW: C. SMITH, K. SMITH
FB/PG: 797/46
PLAT NO. 28329-24-4-b

TRACT 4

PLAT OF 0.124 OF AN ACRE, BEING A PORTION OF LOTS 27 & 28, FEHLIS REVISED ADDITION TO REEDVILLE, CALDWELL COUNTY, TEXAS

PERMANENT WATER PIPELINE EASEMENT NO. 5

DESCRIPTION OF 0.273 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found for the south corner of the Walton tract and this tract in the common northwest line of F. M. Highway 1984 and the northeast line of a street shown on the plat of Fehlis Revised Addition to Reedville as recorded in Volume 27, Page 368 of the Caldwell County Deed Records, from which a TXDOT concrete monument found for an angle point in the northwest line of F. M. Highway 1984 bears S 43° 52' 18" E 10.22 feet;

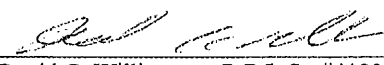
THENCE leaving F. M. Highway 1984 and the **PLACE OF BEGINNING** as shown on that plat numbered 28329-24-5.1-b, as revised January 2, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, with the common southwest line of the Walton tract and the northeast line of the Fehlis Addition street, **N 41° 20' 42" W 20.00 feet** to a 1/2" iron rod set for the west corner of this tract, from which an iron rod found with an aluminum cap stamped "Pro-Tech Eng." Bears N 41° 20' 42" W 3131.18 feet;

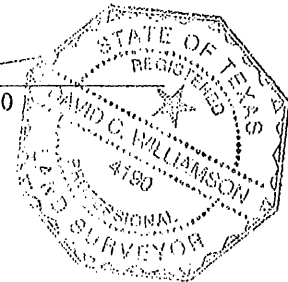
THENCE leaving the Fehlis Addition Street and crossing a portion of the Walton tract, **N 48° 22' 41" E 594.53 feet** to a 1/2" iron rod set for the north corner of this tract in a common northeast line of the Walton tract and the southwest line of that tract described as 40.00 acres in a deed from VCD Centurion Gathering Partnership Ltd. to Claudia Serna, dated June 15, 2022 and recorded in Caldwell County Document Number 2022-004745 of the Caldwell County Official Records, from which an iron rod found with an illegible plastic cap for the common west corner of the Serna tract and an interior corner of the Walton tract bears N 41° 38' 05" W 1714.98 feet;

THENCE with said common line, **S 41° 38' 05" E 20.00 feet** to a calculated point for the east corner of this tract in the northwest line of F. M. Highway 1984, for a common exterior corner of the Walton tract and the south corner of the Serna tract, from which a 1/2" iron rod found bears S 41° 38' 05" E 1.05 feet, and a TXDOT concrete monument found bears N 48° 22' 41" E 2733.68 feet;

THENCE leaving the Serna tract, with the common southeast line of the Walton tract and the northwest line of F. M. Highway 1984, **S 48° 22' 41" W 594.63 feet** to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 0.273 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson, R.P.L.S. #4190



Revised: 1/2/2025
Client: Canyon Regional Water Authority,
Date: 10/31/2024
Surv.: Pettus, William, A-21
County: Caldwell
Job No: 28329-24-5.1
FND 0.273 ac

TRACT 5.1

Page 1 of 1

SURVEYORS NOTES

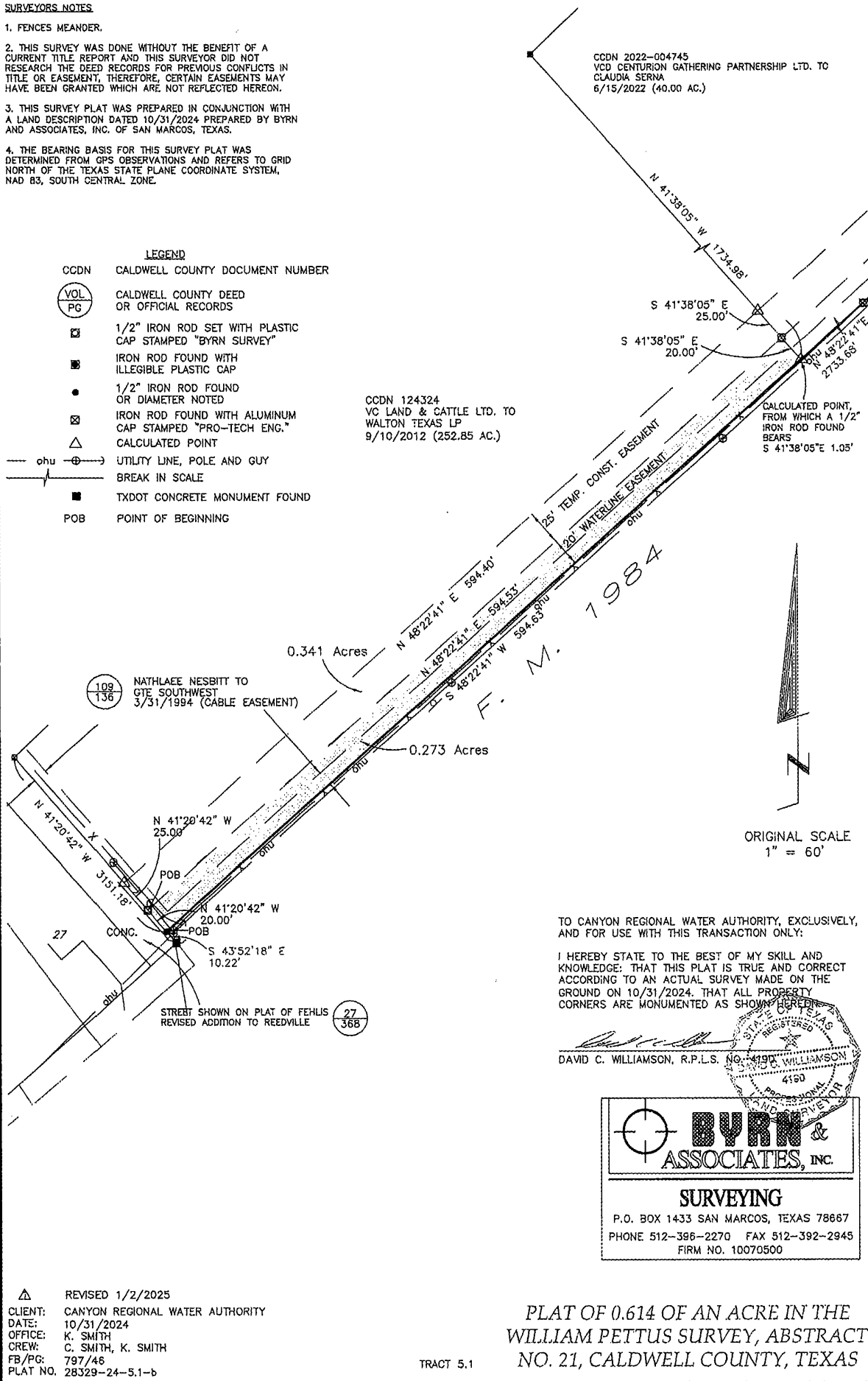
1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/31/2024 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

CCDN 2022-004745
 VCD CENTURION GATHERING PARTNERSHIP LTD. TO
 CLAUDIA SERNA
 6/15/2022 (40.00 AC.)

LEGEND

- CCDN CALDWELL COUNTY DOCUMENT NUMBER
- CALDWELL COUNTY DEED OR OFFICIAL RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- IRON ROD FOUND WITH ILLEGIBLE PLASTIC CAP
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- IRON ROD FOUND WITH ALUMINUM CAP STAMPED "PRO-TECH ENG."
- CALCULATED POINT
- UTILITY LINE, POLE AND GUY
- BREAK IN SCALE
- TXDOT CONCRETE MONUMENT FOUND
- POB POINT OF BEGINNING

CCDN 124324
 VC LAND & CATTLE LTD. TO
 WALTON TEXAS LP
 9/10/2012 (252.85 AC.)



ORIGINAL SCALE
 1" = 60'

TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY,
 AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON 10/31/2024. THAT ALL PROPERTY CORNERS ARE MONUMENTED AS SHOWN HEREOF.

DAVID C. WILLIAMSON, R.P.L.S. No. 4190
 4150



SURVEYING
 P.O. BOX 1433 SAN MARCOS, TEXAS 78667
 PHONE 512-396-2270 FAX 512-392-2945
 FIRM NO. 10070500

△ REVISED 1/2/2025
 CLIENT: CANYON REGIONAL WATER AUTHORITY
 DATE: 10/31/2024
 OFFICE: K. SMITH
 CREW: C. SMITH, K. SMITH
 FB/PG: 797/46
 PLAT NO. 28329-24-5.1-b

TRACT 5.1

PLAT OF 0.614 OF AN ACRE IN THE
 WILLIAM PETTUS SURVEY, ABSTRACT
 NO. 21, CALDWELL COUNTY, TEXAS

DESCRIPTION OF 1.200 ACRES, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set in the northwest line of F. M. Highway 1984, for a common south corner of the Walton tract and this tract and the east corner of that tract described as 40.00 acres in a deed from VCD Centurion Partnership Ltd. to Claudia Serna, dated June 15, 2022 and recorded in Caldwell County Document Number 2022-004745 of the Caldwell County Official Records;

THENCE leaving F. M. Highway 1984 and the **PLACE OF BEGINNING** as shown on that plat numbered 28329-24-5.2-b, as revised January 2, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, with the common southwest line of the Walton tract and the northeast line of the Serna tract, **N 34° 18' 32" W 20.16 feet** to a 1/2" iron rod set for the west corner of this tract;

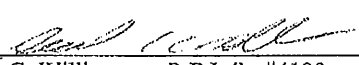
THENCE leaving the Serna tract and crossing a portion of the Walton tract, the following three courses:

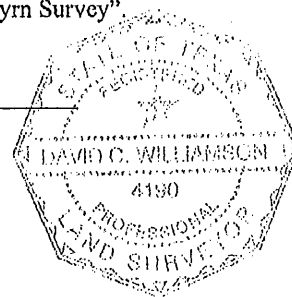
1. **N 48° 22' 41" E 2235.78 feet** to a 1/2" iron rod set,
2. With a left breaking curve having the following characteristics: Radius = 656.20 feet, Arc Length = 370.64 feet, Central Angle = 32° 21' 43" and a Chord which bears **N 32° 01' 49" E 365.73 feet** to a 1/2" iron rod set for the north corner of this tract, and
3. **S 74° 09' 03" E 20.00 feet** to a 1/2" iron rod set in the common southeast line of the Walton tract and the northwest line of F. M. Highway 1984, from which a TXDOT concrete monument found bears **N 06° 03' 04" E 180.72 feet**;

THENCE with said common line, the following two courses:

1. With a right breaking curve having the following characteristics: Radius = 676.20 feet, Arc Length = 381.96 feet, Central Angle = 32° 21' 52" and a Chord which bears **S 32° 01' 54" W 376.91 feet** to a TXDOT concrete monument found, and
2. **S 48° 22' 41" W 2238.38 feet** to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 1.200 acres, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey"


David C. Williamson, R.P.L.S. #4190



Revised: 1/2/2025
Client: Canyon Regional Water Authority
Date: 10/31/2024
Surv.: Pettus, William, A-21
County: Caldwell
Job No: 28329-24-5.2
FND 1.200 ac

TRACT 5.2

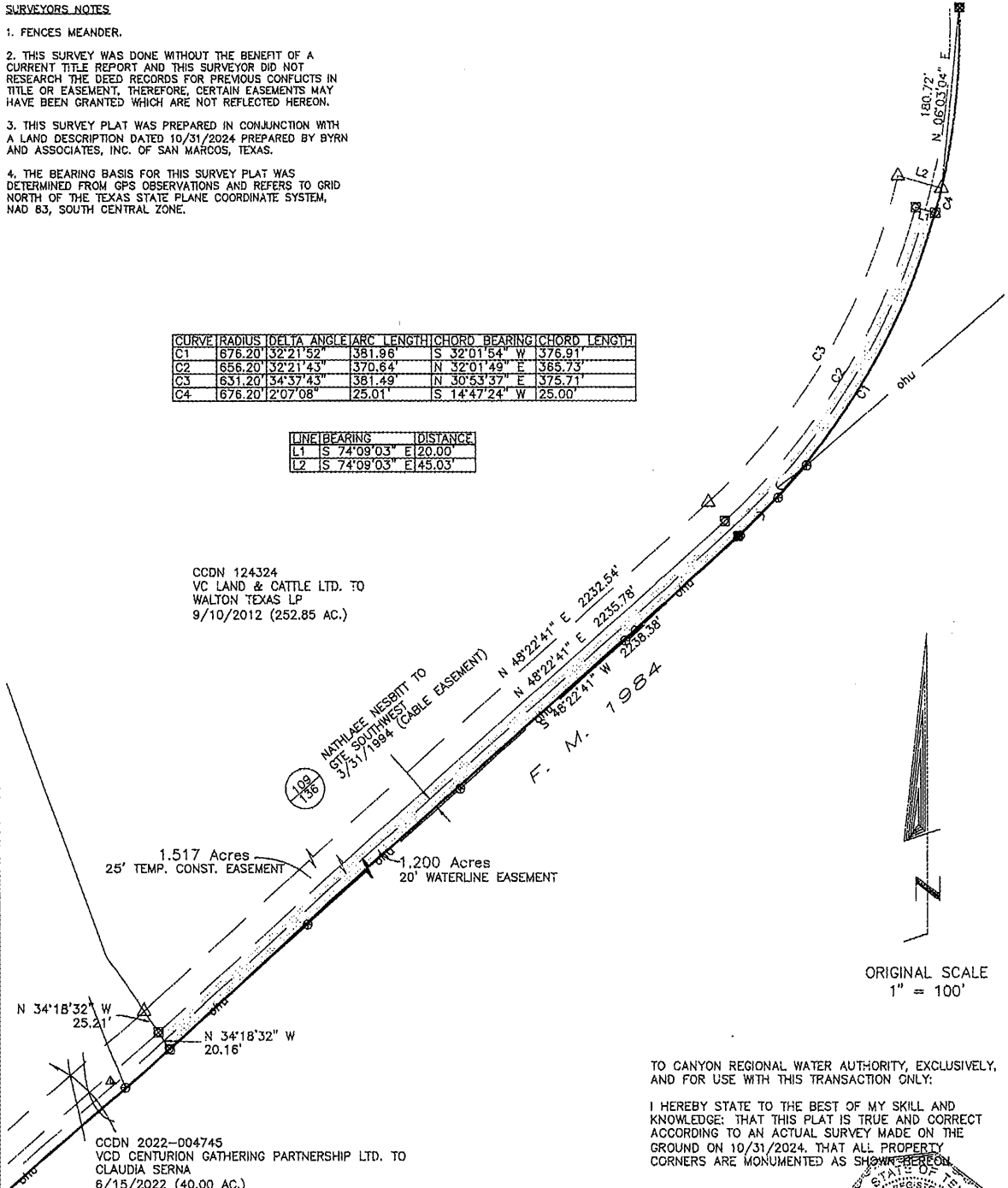
SURVEYORS NOTES

1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/31/2024 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	676.20'	32°21'52"	381.96'	S 32°01'54" W	376.91'
C2	656.20'	32°21'43"	370.64'	N 32°01'49" E	365.73'
C3	631.20'	34°37'43"	381.49'	N 30°53'37" E	375.71'
C4	676.20'	2°07'08"	25.01'	S 14°47'24" W	25.00'

LINE	BEARING	DISTANCE
L1	S 74°09'03" E	20.00'
L2	S 74°09'03" E	45.03'

CCDN 124324
 VC LAND & CATTLE LTD. TO
 WALTON TEXAS LP
 9/10/2012 (252.85 AC.)



ORIGINAL SCALE
 1" = 100'

TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON 10/31/2024. THAT ALL PROPERTY CORNERS ARE MONUMENTED AS SHOWN HEREON.

DAVID C. WILLIAMSON, R.P.L.S. No. 4180
 REGISTERED PROFESSIONAL LAND SURVEYOR



LEGEND

- CCDN CALDWELL COUNTY DOCUMENT NUMBER
- CALDWELL COUNTY DEED OR OFFICIAL RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- IRON ROD FOUND WITH ILLEGIBLE PLASTIC CAP
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- IRON ROD FOUND WITH ALUMINUM CAP STAMPED "PRO-TECH ENG."
- CALCULATED POINT
- UTILITY LINE, POLE AND GUY
- BREAK IN SCALE
- TXDOT CONCRETE MONUMENT FOUND
- POINT OF BEGINNING

REVISED 1/2/2025

CLIENT: CANYON REGIONAL AUTHORITY
 DATE: 10/31/2024
 OFFICE: K. SMITH
 CREW: C. SMITH, K. SMITH
 FB/PG: 797/45
 PLAT NO. 28329-24-5.2-b

TRACT 5.2

PLAT OF 2.717 ACRES IN THE WILLIAM
 PETTUS SURVEY, ABSTRACT NO. 21,
 CALDWELL COUNTY, TEXAS

BYRN & ASSOCIATES, INC.

SURVEYING

P.O. BOX 1433 SAN MARCOS, TEXAS 78667
 PHONE 512-396-2270 FAX 512-392-2945
 FIRM NO. 10070500

PERMANENT WATER PIPELINE EASEMENT NO. 6

DESCRIPTION OF 0.228 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 40.00 ACRES IN A DEED FROM VCD CENTURION GATHERING PARTNERSHIP LTD. TO CLAUDIA SERNA, DATED JUNE 15, 2022 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2022-004745 OF THE CALDWELL COUNTY OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northwest line of F. M. Highway 1984, for the common south corner of the Serna tract and this tract and an exterior corner of that tract described as 252.85 acres in a deed from VC Land & Cattle Ltd. to Walton Texas L.P, dated September 10, 2012 and recorded in Caldwell County Document Number 124324 of the Caldwell County Official Records, from which a 1/2" iron rod found bears S 41° 38' 05" E 1.05 feet, and from which a 1/2" iron rod found for the south corner of the Walton tract bears S 48° 22' 41" W 594.63 feet;

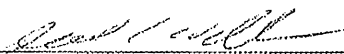
THENCE leaving F. M. Highway 1984 and the **PLACE OF BEGINNING** as shown on that plat numbered 28329-24-6-b, as revised January 2, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, with the common southwest line of the Serna tract and a northeast line of the Walton tract, N 41° 38' 05" W 20.00 feet to a 1/2" iron rod set for the west corner of this tract from which a plastic capped iron rod found for the common west corner of the Serna tract and an interior corner of the Walton tract bears N 41° 38' 05" W 1714.98 feet;

THENCE leaving the Walton tract and crossing the Serna tract, N 48° 22' 41" E 497.87 feet to a 1/2" iron rod set for the north corner of this tract in the common northeast line of the Serna tract and this tract and a southwest line of the Walton tract;

THENCE with said common line, S 34° 18' 32" E 20.16 feet to a 1/2" iron rod set in the northwest line of F. M. Highway 1984, for the common east corner of the Serna tract and this tract and an exterior corner of the Walton tract, from which a TXDOT concrete monument found bears N 48° 22' 41" E 2238.38 feet;

THENCE leaving the Walton tract, with the common southeast line of the Serna tract and the northwest line of F. M. Highway 1984, S 48° 22' 41" W 495.30 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 0.228 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson, R.P.L.S. #4190



Revised: 1/2/2025
Client: Canyon Regional Water Authority
Date: 10/31/2024
Surv.: Pettus, William, A-21
County: Caldwell
Job No: 28329-24-6
FND 0.228 ac

TRACT 6

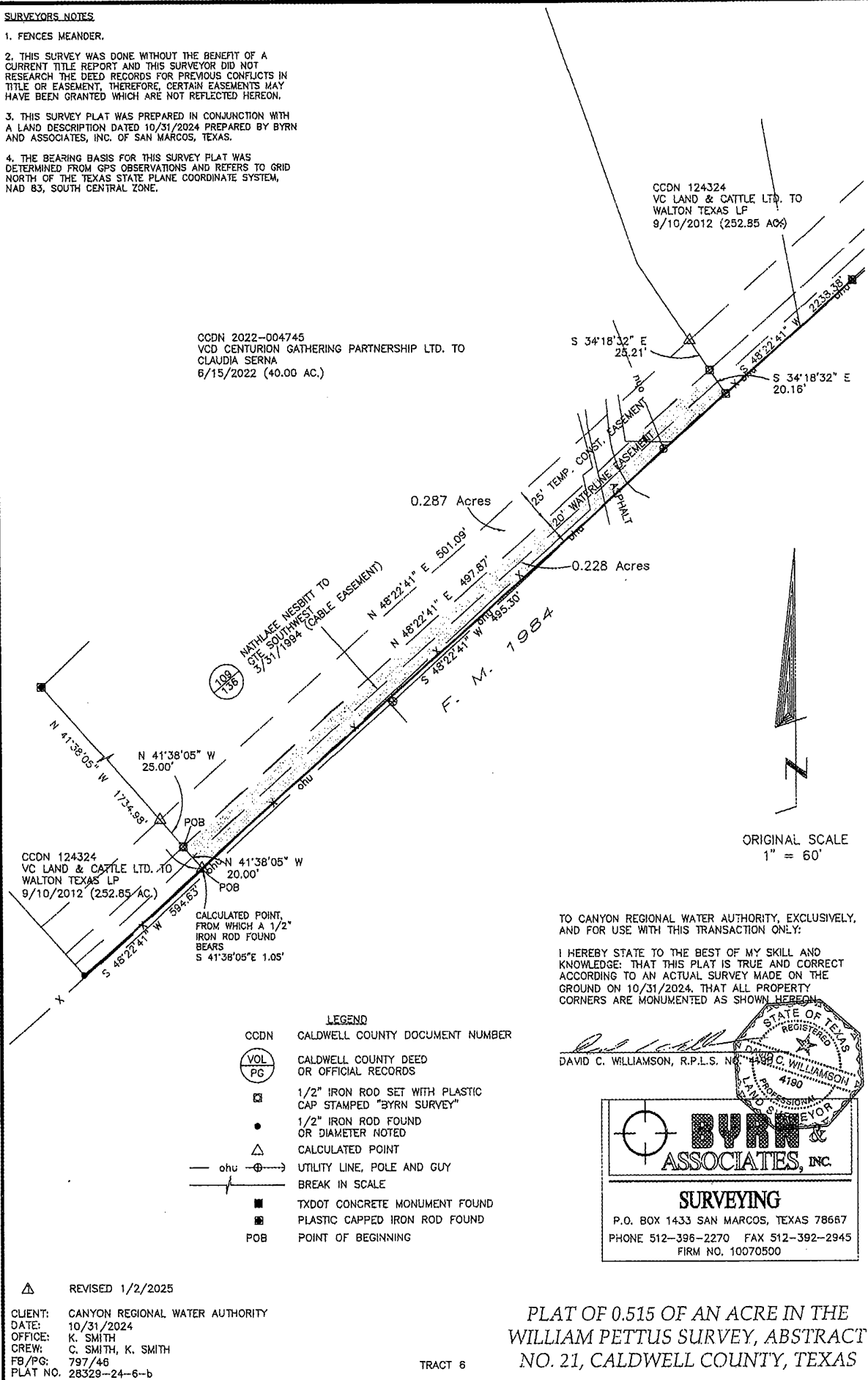
Page 1 of 1

SURVEYORS NOTES

1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/31/2024 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

CCDN 2022-004745
 VCD CENTURION GATHERING PARTNERSHIP LTD. TO
 CLAUDIA SERNA
 6/15/2022 (40.00 AC.)

CCDN 124324
 VC LAND & CATTLE LTD. TO
 WALTON TEXAS LP
 9/10/2012 (252.85 AC.)



ORIGINAL SCALE
 1" = 60'

TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY,
 AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND
 KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT
 ACCORDING TO AN ACTUAL SURVEY MADE ON THE
 GROUND ON 10/31/2024, THAT ALL PROPERTY
 CORNERS ARE MONUMENTED AS SHOWN HEREON.

David C. Williamson
 DAVID C. WILLIAMSON, R.P.L.S. NO. 4180
 STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR 4180

BYRN & ASSOCIATES, INC.
SURVEYING
 P.O. BOX 1433 SAN MARCOS, TEXAS 78667
 PHONE 512-396-2270 FAX 512-392-2945
 FIRM NO. 10070500

- LEGEND**
- CCDN CALDWELL COUNTY DOCUMENT NUMBER
 - CALDWELL COUNTY DEED OR OFFICIAL RECORDS
 - 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
 - 1/2" IRON ROD FOUND OR DIAMETER NOTED
 - CALCULATED POINT
 - UTILITY LINE, POLE AND GUY
 - BREAK IN SCALE
 - TXDOT CONCRETE MONUMENT FOUND
 - PLASTIC CAPPED IRON ROD FOUND
 - POB POINT OF BEGINNING

△ REVISED 1/2/2025
 CLIENT: CANYON REGIONAL WATER AUTHORITY
 DATE: 10/31/2024
 OFFICE: K. SMITH
 CREW: C. SMITH, K. SMITH
 FB/PG: 797/46
 PLAT NO. 28329-24-6-b

PLAT OF 0.515 OF AN ACRE IN THE
 WILLIAM PETTUS SURVEY, ABSTRACT
 NO. 21, CALDWELL COUNTY, TEXAS

TRACT 6

PERMANENT WATER PIPELINE EASEMENT NO. 7

DESCRIPTION OF 0.183 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.046 ACRES IN A DEED FROM JW STONE FARM AND RANCH, LLC TO VCD CENTURION GATHERING PARTNERSHIP, LTD. (VCD) DATED MAY 24, 2021 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2021-003818 OF THE CALDWELL COUNTY OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found at an interior corner of Valley Way and the east corner of the VCD tract and this tract;

THENCE leaving the **PLACE OF BEGINNING** as shown on that plat numbered 28329-24-7-b, as revised January 2, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, with the common southeast line of the VCD tract and the northwest line of Valley Way, **S 48° 15' 27" W 344.76 feet** to a 1/2" iron rod set for an angle point in this tract, from which a 1/2" iron rod found bears **S 48° 15' 27" W 159.91 feet**, pass **146.62 feet** a calculated point for the south corner of the VCD tract;

THENCE leaving Valley Way and crossing a portion of the VCD tract, **N 74° 09' 03" W 65.14 feet** to a 1/2" iron rod set for the west corner of this tract in the common west line of the VCD tract and the east line of F. M. Highway 1984;

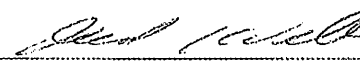
THENCE with said common line being a left breaking curve having the following characteristics: Radius = 756.20 feet, Arc Length = 20.00 feet, Central Angle = 1° 30' 56" and a Chord which bears **N 16° 33' 54" E 20.00 feet** to a 1/2" iron rod set for the westerly north corner of this tract;

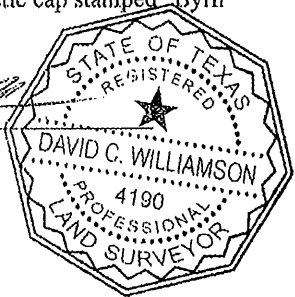
THENCE leaving F. M. Highway 1984 and crossing the VCD tract, the following two courses:

1. **S 74° 09' 03" E 53.90 feet** to a 1/2" iron rod set, and
2. **N 48° 15' 27" E 334.23 feet** to a 1/2" iron rod set for the north corner of this tract in the common northeast line of the VCD tract and the southwest line of Valley Way, from which a calculated point for the north corner of the VCD tract bears **N 40° 24' 09" W 377.56 feet**, pass at **374.51 feet** a 1/2" iron rod found;

THENCE with said common line **S 40° 24' 09" E 20.01 feet** to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 0.183 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson R.P.L.S. #4190



Revised: 1/2/2025
Client: Canyon Regional Water Authority
Date: 10/31/2024
Surv.: Pettus, William, A-21
County: Caldwell
Job No: 28329-24-7
FND 0.183 ac

TRACT 7

Page 1 of 1

SURVEYORS NOTES

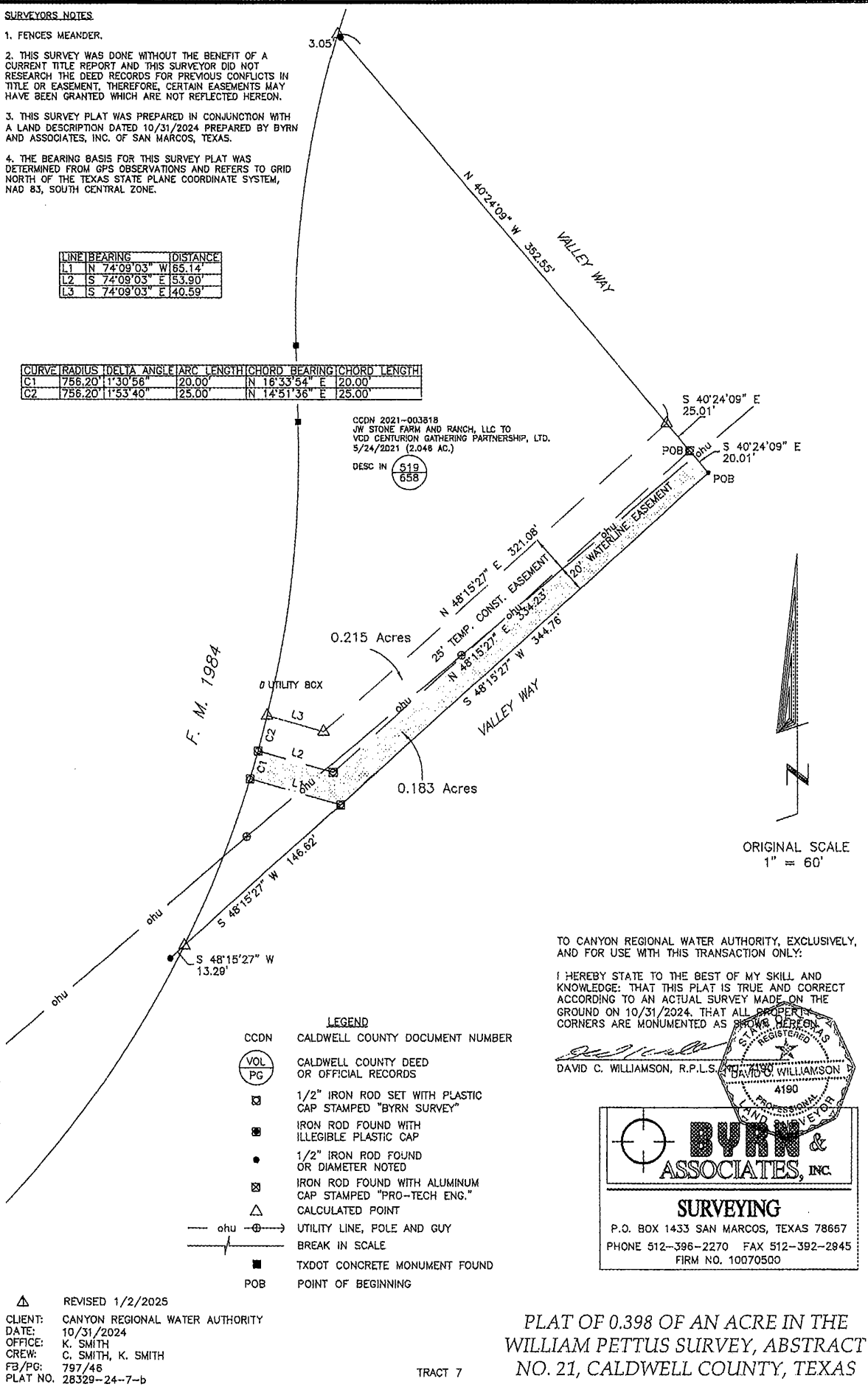
1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/31/2024 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

LINE	BEARING	DISTANCE
L1	N 74°09'03" W	85.14'
L2	S 74°08'03" E	53.90'
L3	S 74°09'03" E	40.59'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	756.20'	1°30'56"	20.00'	N 16°33'54" E	20.00'
C2	756.20'	1°53'40"	25.00'	N 14°51'36" E	25.00'

CCDN 2021-003818
 VW STONE FARM AND RANCH, LLC TO
 VCD CENTURION GATHERING PARTNERSHIP, LTD.
 5/24/2021 (2.048 AC.)

DESC IN $\frac{519}{658}$



ORIGINAL SCALE
 1" = 60'

TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY,
 AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND
 KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT
 ACCORDING TO AN ACTUAL SURVEY MADE ON THE
 GROUND ON 10/31/2024. THAT ALL PROPERTY
 CORNERS ARE MONUMENTED AS SHOWN HEREON.

DAVID C. WILLIAMSON, R.P.L.S. & S.
 DAVID C. WILLIAMSON
 4180

LEGEND

- CCDN CALDWELL COUNTY DOCUMENT NUMBER
- $\frac{VOL}{PG}$ CALDWELL COUNTY DEED OR OFFICIAL RECORDS
- \square 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- \bullet IRON ROD FOUND WITH ILLEGIBLE PLASTIC CAP
- \circ 1/2" IRON ROD FOUND OR DIAMETER NOTED
- \square IRON ROD FOUND WITH ALUMINUM CAP STAMPED "PRO-TECH ENG."
- \triangle CALCULATED POINT
- ohu \rightarrow UTILITY LINE, POLE AND GUY
- ---|--- BREAK IN SCALE
- \blacksquare TXDOT CONCRETE MONUMENT FOUND
- POB POINT OF BEGINNING

\triangle REVISED 1/2/2025
 CLIENT: CANYON REGIONAL WATER AUTHORITY
 DATE: 10/31/2024
 OFFICE: K. SMITH
 CREW: C. SMITH, K. SMITH
 FB/PG: 797/46
 PLAT NO. 28329--24--7-b

BYRN & ASSOCIATES, INC.
SURVEYING
 P.O. BOX 1433 SAN MARCOS, TEXAS 78667
 PHONE 512-396-2270 FAX 512-392-2945
 FIRM NO. 10070500

PLAT OF 0.398 OF AN ACRE IN THE
 WILLIAM PETTUS SURVEY, ABSTRACT
 NO. 21, CALDWELL COUNTY, TEXAS

TRACT 7

PERMANENT WATER PIPELINE EASEMENT NO. 8

DESCRIPTION OF 0.246 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE THOMAS MAXWELL SURVEY, ABSTRACT NUMBER 188, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 69.19 ACRES IN A DEED FROM DIANE WEBB SCHREINER TO WALTON TEXAS LP, DATED MAY 30, 2013 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 132453 OF THE CALDWELL COUNTY OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set for the south corner of this tract in the common northeast line of Valley Way and the southwest line of the Walton Texas LP tract, from which a 6" treated fence corner post found for the south corner of the Walton Texas LP tract bears S 41° 05' 43" E 478.52 feet;

THENCE leaving the PLACE OF BEGINNING as shown on that plat numbered 28329-24-8-b, as revised January 2, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, with said common line, N 41° 05' 43" W 20.00 feet to a 1/2" iron rod set for a southerly west corner of this tract;

THENCE leaving Valley Way and crossing a portion of the Walton Texas LP tract, the following four courses:

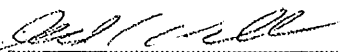
1. N 48° 15' 27" E 20.00 feet to a 1/2" iron rod set for an interior corner of this tract,
2. N 41° 05' 43" W 390.05 feet to an iron rod set for an angle point,
3. With a right breaking curve having the following characteristics: Radius = 656.20 feet, Central Angle = 06° 52' 18", Arc Length = 78.70 feet, and a Chord which bears N 25° 54' 41" E 78.65 feet to a 1/2" iron rod set for an interior corner of this tract, and
4. N 61° 31' 33" W 20.00 feet to a 1/2" iron rod set for the northerly west corner of this tract in the common northwest line of the Walton Texas LP tract and the southeast line of F. M. Highway 1984, from which a calculated point for the west corner of the Walton Texas LP tract Chord which bears S 25° 22' 16" W 93.17 feet;

THENCE with said common line being with a right breaking curve, having the following characteristics: Radius = 676.20 feet, Central Angle = 1° 41' 44", Arc Length = 20.01 feet and a Chord which bears N 30° 10' 09" E 20.01 feet to a 1/2" iron rod set for the north corner of this tract, from which a TXDOT concrete monument found for the end of the curve bears N 39° 48' 26" E 206.68 feet;

THENCE leaving F.M. Highway 1984 and re-crossing a portion of the Walton Texas LP tract, the following four courses:

1. S 61° 31' 33" E 40.04 feet to a 1/2" iron rod set for a northerly east corner of this tract,
2. With a left breaking curve having the following characteristics: Radius = 636.20 feet, Central Angle = 7° 35' 25", Arc Length = 84.28 feet and a chord which bears S 27° 22' 54" W 84.22 feet to a 1/2" iron rod set for an interior corner of this tract,
3. S 41° 05' 43" E 397.30 feet to an iron rod set for the southerly east corner of this tract, and
4. S 48° 15' 27" W 40.00 feet to the PLACE OF BEGINNING.

There are contained within these metes and bounds 0.246 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson, R.P.L.S. #4180



Revised: 1/2/2025
Client: Canyon Regional Water Authority
Date: 10/31/2024
Surv.: Maxwell, Thomas, A-188
County: Caldwell
Job No: 28329-24-8
FND 0.246 ac

TRACT 8

Page 1 of 1

RAD.=676.20'
 DELTA=17°34'51"
 ARC L.=207.49'
 CHD. BRG.=N 39°48'26" E
 CHD. L.=206.68'

LINE	BEARING	DISTANCE
L1	N 41°05'43" W	20.00'
L2	N 48°15'27" E	20.00'
L3	N 61°31'33" W	20.00'
L4	S 61°31'33" E	40.04'
L5	S 48°15'27" W	40.00'
L6	N 41°05'43" W	25.00'
L7	S 28°13'07" W	113.12'
L8	N 40°52'07" E	181.88'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	656.20'	6°52'18"	78.70'	N 25°54'41" E	78.65'
C2	676.20'	1°41'44"	20.01'	N 30°10'09" E	20.01'
C3	636.20'	7°35'25"	84.28'	S 27°22'54" W	84.22'
C4	676.20'	2°07'21"	25.05'	N 32°04'41" E	25.05'
C5	611.20'	8°34'31"	91.48'	S 29°20'57" W	91.39'
C6	676.20'	93.24'	7°54'03"	S 25°22'16" W	93.17'

RAD.=676.20'
 DELTA=30°45'49"
 ARC L.=363.07'
 CHD. BRG.=S 13°56'22" W
 CHD. L.=358.73'

CCDN 132453
 DIANE WEBB SCHREINER TO
 WALTON TEXAS LP
 5/30/2013 (69.19 AC.)

POSSIBLE LOCATION OF
 CCDN 2016-000792
 WALTON TEXAS, LP TO
 MAXWELL WATER SUPPLY CORP.
 2/5/2016 (20' WATERLINE EASEMENT)

ORIGINAL SCALE
 1" = 60'

SURVEYORS NOTES

1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/31/2024 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

LEGEND

- CCDN CALDWELL COUNTY DOCUMENT NUMBER
- CALDWELL COUNTY DEED OR OFFICIAL RECORDS
 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
 6" TREATED FENCE CORNER POST
 CALCULATED POINT
 UTILITY LINE, POLE AND GUY
 BREAK IN SCALE
 TXDOT CONCRETE MONUMENT FOUND
 6" TREATED FENCE CORNER POST
 WATER VALVE
 UTILITY PEDESTAL
 SIGN
 POB POINT OF BEGINNING



TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE; THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON 10/31/2024. THAT ALL PROPERTY CORNERS ARE MONUMENTED AS SHOWN HEREON.

DAVID C. WILLIAMSON, R.L.S., No. 4190

BYRN & ASSOCIATES, INC.

SURVEYING

P.O. BOX 1433 SAN MARCOS, TEXAS 78667
 PHONE 512-396-2270 FAX 512-392-2945
 FIRM NO. 10070500

REVISED 1/2/2025
 CLIENT: CANYON REGIONAL WATER AUTHORITY
 DATE: 10/31/2024
 OFFICE: K. SMITH
 CREW: C. SMITH, K. SMITH
 FB/PG: 797/46
 PLAT NO. 28329-24-8-b

TRACT B

PLAT OF 0.587 OF AN ACRE IN THE
 THOMAS MAXWELL SURVEY, ABSTRACT
 NO. 188, CALDWELL COUNTY, TEXAS

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT NO. 1

DESCRIPTION OF 0.018 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 31, 32 AND 33, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point at the intersection of the northwest line of F.M. Highway 1984 and the east line of a 50 foot wide street shown on the plat of Fehlis Revised Addition to Reedville, for the common south corner of the remaining portion of Lot 33, and the west corner of that tract described in a deed from Vicente Corpus et ux to the State of Texas, dated March 16, 1953 and recorded in Volume 251, Page 154 of the Caldwell County Deed records;

THENCE leaving F.M. Highway 1984 with the common east line of the 50' foot wide road and the west line of Lot 33, N 08° 44' 01" W 22.39 feet to a calculated point for the southwest corner and PLACE OF BEGINNING of this tract, pass at 1.07 feet a chain link fence corner post;

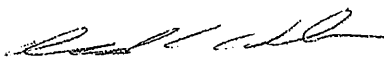
THENCE leaving the PLACE OF BEGINNING as shown on that plat numbered 28329-24-1-b, as revised February 3, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, and continuing with the common east line of the 50 foot wide road and the west line of Lot 33, N 08° 44' 01" W 28.53 feet to a 1/2" iron rod set for the westerly north corner of this tract, from said point, a 5/8" iron rod found for the west corner of Lot 33 bears, N 08° 44' 01" W 113.33 feet;

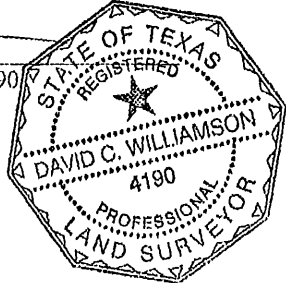
THENCE leaving the 50 foot wide road and crossing Lot 33, S 73° 26' 18" E 50.33 feet to a 1/2" iron rod for the east corner of this tract in the common occupied southeast line of Lot 33 and northwest line of the Corpus to State of Texas tract and F.M. Highway 1984;

THENCE with said common line, S 48° 23' 14" W 15.05 feet to a calculated point;

THENCE crossing the corner of Lot 33, N 83° 16' 22" W 32.88 feet to the PLACE OF BEGINNING.

There are contained within these metes and bounds 0.018 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson, R.P.L.S. #4190



Client: Canyon Regional Water Authority
Date: 2/3/2025
Subd.: Fehlis Revised Addition to Reedville
County: Caldwell
Job No: 28329-24-1
FND 0.098 ac

Tract 1

TEMPORARY CONSTRUCTION No. 1

DESCRIPTION OF 0.079 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 31, 32 AND 33, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point at the intersection of the northwest line of F.M. Highway 1984 and the east line of a 50 foot wide street shown on the plat of Fehlis Revised Addition to Reedville, for the common south corner of the remaining portion of Lot 33, and the west corner of that tract described in a deed from Vicente Corpus et ux to the State of Texas, dated March 16, 1953 and recorded in Volume 251, Page 154 of the Caldwell County Deed records;

THENCE leaving F.M. Highway 1984 with the common east line of the 50' foot wide road and the west line of Lot 33, N 08° 44' 01" W 73.04 feet to a 1/2" iron rod set, from which a 5/8" iron rod found for the west corner of Lot 33 bears, N 08° 44' 01" W 91.21 feet;

THENCE leaving the 50 foot wide road and entering Lot 33, S 73° 26' 18" E 19.23 to a calculated point for the northwest corner of this tract and **PLACE OF BEGINNING**;

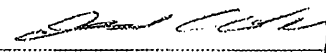
THENCE leaving the **PLACE OF BEGINNING** as shown on that plat numbered 28329-24-1-b, as revised February 3, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, and crossing Lots 31, 32 and 33, N 48° 23' 14" E 150.30 feet to a calculated point for the north corner of this tract in the common occupied northeast of Lot 31 and the southwest line of Lot 30, from which a chain link corner post found for the occupied north corner of Lot 31 and the west corner of Lot 30 bears, N 22° 00' 10" W 106.14 feet;

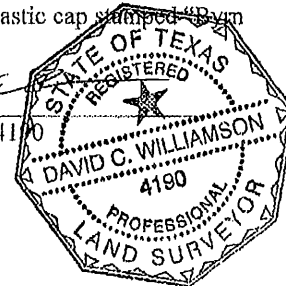
THENCE with said common line, S 22° 00' 10" E 26.54 feet to a 1/2" iron rod set for the east corner of this tract, from which a point from the northwest line of F.M. Highway 1984 for the east corner of the remaining portion of lot 31 bears S 22° 00' 10" E 21.23 feet pass at 20.32 feet a chain link fence corner;

THENCE leaving Lot 30 tract and crossing Lots 31, 32 and 33 the following two courses:

1. S 48° 23' 14" W 125.87 feet to a 1/2" iron rod set, and
2. N 73° 26' 18" W 29.42 feet, to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 0.079 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson, R.P.L.S. #4110



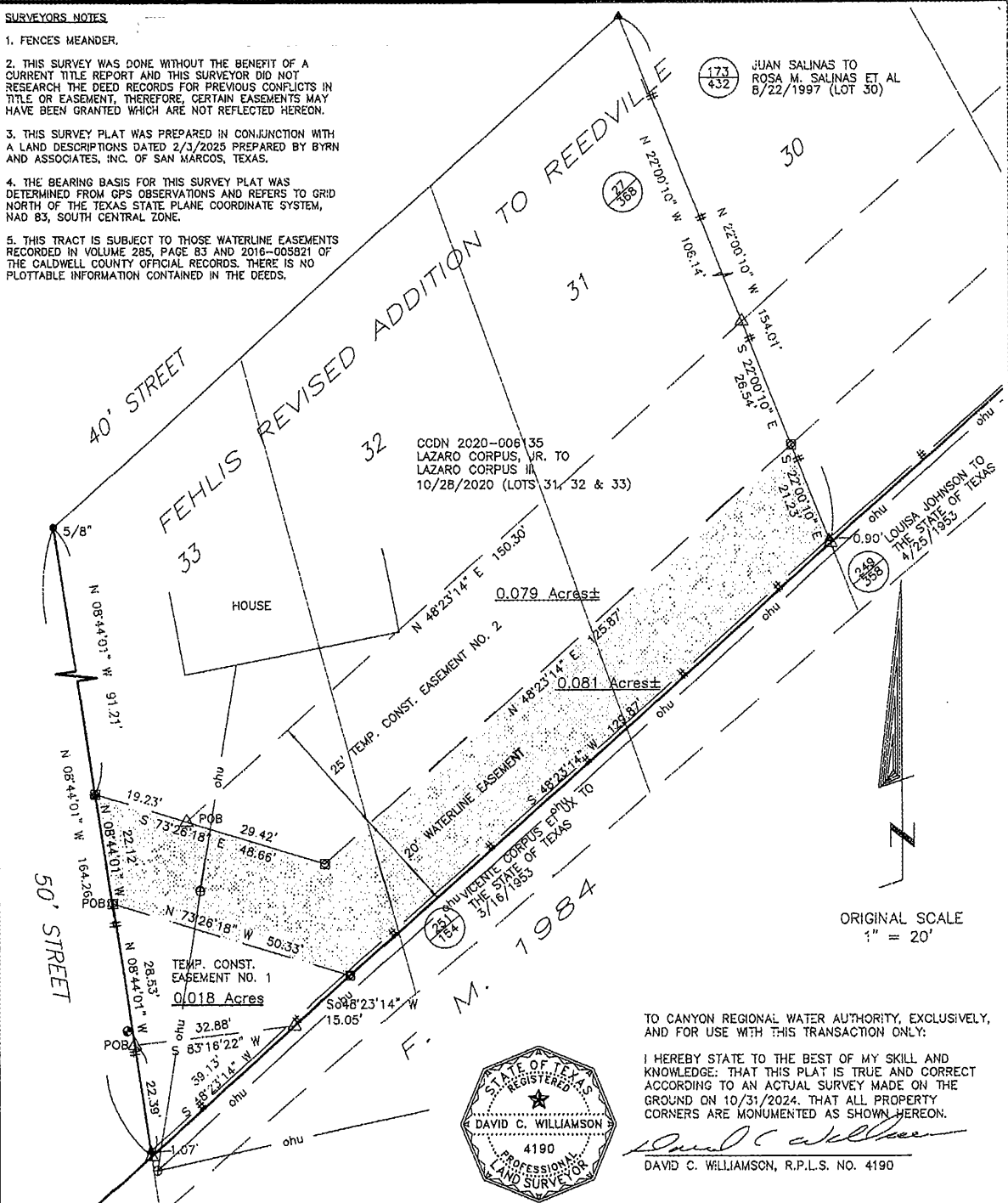
Client: Canyon Regional Water Authority
Date: 2/3/2025
Subd.: Fehlis Revised Addition to Reedville
County: Caldwell
Job No: 28329-24-1
FND 0.079 ac

Tract 1

TEMPORARY CONSTRUCTION No. 2

SURVEYORS NOTES

1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTIONS DATED 2/3/2025 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
5. THIS TRACT IS SUBJECT TO THOSE WATERLINE EASEMENTS RECORDED IN VOLUME 285, PAGE 83 AND 2016-005821 OF THE CALDWELL COUNTY OFFICIAL RECORDS. THERE IS NO PLOTTABLE INFORMATION CONTAINED IN THE DEEDS.



JUAN SALINAS TO ROSA M. SALINAS ET AL 8/22/1997 (LOT 30)

CCDN 2020-006135 LAZARO CORPUS, JR. TO LAZARO CORPUS III 10/28/2020 (LOTS 31, 32 & 33)

ORIGINAL SCALE 1" = 20'

TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON 10/31/2024. THAT ALL PROPERTY CORNERS ARE MONUMENTED AS SHOWN HEREON.

David C. Williamson
DAVID C. WILLIAMSON, R.P.L.S. NO. 4190



- LEGEND**
- CCDN CALDWELL COUNTY DOCUMENT NUMBER
 - (VOL/PAGE) CALDWELL COUNTY DEED OR OFFICIAL RECORDS
 - ☒ 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
 - 1/2" IRON ROD FOUND OR DIAMETER NOTED
 - ▲ CHAIN LINK FENCE POST
 - △ CALCULATED POINT
 - # CHAIN LINK FENCE
 - ohu UTILITY LINE, POLE AND GUY
 - WATER VALVE
 - PCB POINT OF BEGINNING

△ REVISED 2/3/2025
 △ REVISED 1/2/2025
 CLIENT: CANYON REGIONAL WATER AUTHORITY
 DATE: 10/31/2024
 OFFICE: K. SMITH
 CREW: C. SMITH, K. SMITH
 FB / PG: 797/46
 PLAT NO. 28329-24-1-b

TRACT 1

BYRN & ASSOCIATES, INC.

SURVEYING

F.O. BOX 1433 SAN MARCOS, TEXAS 78667
 PHONE 512-396-2270 FAX 512-392-2945
 FIRM NO. 10070500

PLAT OF 0.178 OF AN ACRE, BEING A PORTION OF LOTS 31, 32 & 33, FEHLIS REVISED ADDITION TO REEDVILLE, CALDWELL COUNTY, TEXAS

TEMPORARY CONSTRUCTION EASEMENTS NOS. 2 & 3

DESCRIPTION OF 0.070 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 29 AND 30, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the northwest line of F. M. Highway 1984 for the common south corner of the remaining portion of Lots 27 and 28, Fehlis Revised Addition to Reedville, the east corner of the remaining portion of Lots 29 and 30, Fehlis Revised Addition to Reedville, the west corner of that tract described in a deed from Methodist Protestant Church to the State of Texas, dated May 18, 1953 and recorded in Volume 249, Page 347 of the Caldwell County Deed records and the north corner of that tract described in a deed from Louisa Johnson to the State of Texas, dated April 25, 1953 and recorded in Volume 249, Page 358 of the Caldwell County Deed Records, from which a TXDOT concrete monument found bears N 48° 23' 14" E 147.71 feet;

THENCE leaving F.M. Highway 1984 with the common original Northeast line of Lot 29 and Southwest line of Lot 28 N 32° 50' 09" W 20.24 feet to a 1/2" iron rod set for the east corner and **PLACE OF BEGINNING** of this tract;

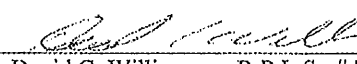
THENCE leaving Lot 28 and the **PLACE OF BEGINNING** and crossing lots 29 and 30 as shown on that plat numbered 28329-24-2-b, as revised January 2, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, Fehlis Revised Addition to Reedville, S 48° 23' 14" W 124.96 feet to a 1/2" iron rod set in the common southwest line of Lot 30 and the northeast line of Lot 31, for the south corner of this tract;

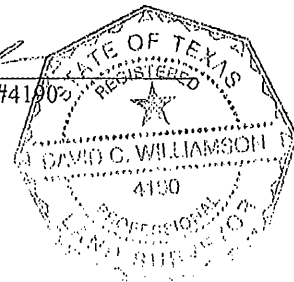
THENCE with the common occupied southwest line of Lot 30 and the northeast line of Lot 31, Fehlis Revised Addition to Reedville, N 22° 00' 10" W 26.54 feet to a calculated point for the west corner of this tract, from which a chain link corner post found for the common occupied west corner of Lot 30 and north corner of Lot 31 bears N 22° 00' 10" W 106.24 feet;

THENCE leaving Lot 31 and crossing Lots 29 and 30, N 48° 23' 14" E 119.91 feet to a calculated point for the north corner of this tract in the common occupied northeast line of Lot 29 and the southwest line of Lot 28, from which a fence post found for the common occupied north corner of Lot 29 and the west corner of Lot 28 bears N 32° 50' 09" W 107.59 feet;

THENCE with said common line, S 32° 50' 09" E 25.30 feet to **THE PLACE OF BEGINNING**.

There are contained within these metes and bounds 0.070 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson, R.P.L.S. #4190



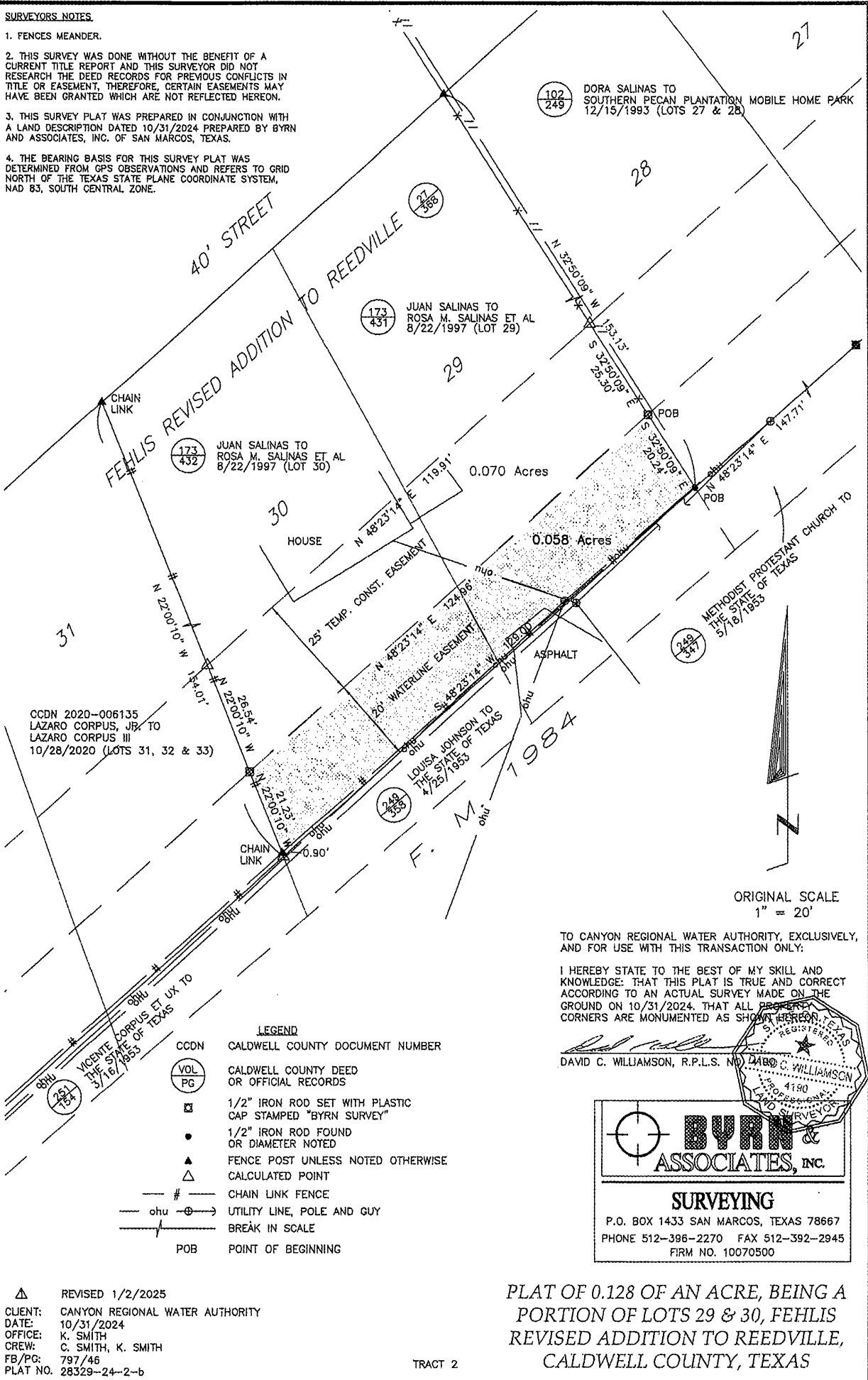
Client: Canyon Regional Water Authority
Date: 1/2/2025
Subd.: Fehlis Revised Addition to Reedville
County: Caldwell
Job No: 28329-24-2
FND 0.070 ac Temporary Construction

TRACT 2

TEMPORARY CONSTRUCTION

SURVEYORS NOTES

1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/31/2024 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.



CCDN 2020-006135
LAZARO CORPUS, JR. TO
LAZARO CORPUS III
10/28/2020 (LOTS 31, 32 & 33)

CCDN 173/432
JUAN SALINAS TO
ROSA M. SALINAS ET AL
8/22/1997 (LOT 30)

173/431
JUAN SALINAS TO
ROSA M. SALINAS ET AL
8/22/1997 (LOT 29)

102/249
DORA SALINAS TO
SOUTHERN PECAN PLANTATION MOBILE HOME PARK
12/15/1993 (LOTS 27 & 28)

249/347
METHODIST PROTESTANT CHURCH TO
THE STATE OF TEXAS
5/18/1953

249/333
LOUISA JOHNSON TO
THE STATE OF TEXAS
4/25/1953

- LEGEND**
- CCDN CALDWELL COUNTY DOCUMENT NUMBER
 - (VOL PG) CALDWELL COUNTY DEED OR OFFICIAL RECORDS
 - 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
 - 1/2" IRON ROD FOUND OR DIAMETER NOTED
 - ▲ FENCE POST UNLESS NOTED OTHERWISE
 - △ CALCULATED POINT
 - # CHAIN LINK FENCE
 - ohu → UTILITY LINE, POLE AND GUY
 - BREAK IN SCALE
 - POB POINT OF BEGINNING

△ REVISED 1/2/2025
CLIENT: CANYON REGIONAL WATER AUTHORITY
DATE: 10/31/2024
OFFICE: K. SMITH
CREW: C. SMITH, K. SMITH
FB/PG: 797/46
PLAT NO. 28329-24-2-b

TRACT 2

ORIGINAL SCALE
1" = 20'

TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY,
AND FOR USE WITH THIS TRANSACTION ONLY.

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON 10/31/2024. THAT ALL CORNERS ARE MONUMENTED AS SHOWN HEREON.

DAVID C. WILLIAMSON, R.P.L.S. NO. 2480



BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

PLAT OF 0.128 OF AN ACRE, BEING A PORTION OF LOTS 29 & 30, FEHLIS REVISED ADDITION TO REEDVILLE, CALDWELL COUNTY, TEXAS

TEMPORARY CONSTRUCTION EASEMENT NO. 4

DESCRIPTION OF 0.068 OF AN ACRE, MORE OR LESS, OF LAND AREA, BEING A PORTION OF LOTS 27 AND 28, FEHLIS REVISED ADDITION TO REEDVILLE, RECORDED IN VOLUME 27, PAGE 368 OF THE CALDWELL COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the northwest line of F. M. Highway 1984 for the common south corner of the remaining portion of Lots 27 and 28, Fehlis Revised Addition to Reedville, the east corner of the remaining portion of Lots 29 and 30, Fehlis Revised Addition to Reedville, the west corner of that tract described in a deed from Methodist Protestant Church to the State of Texas, dated May 18, 1953 and recorded in Volume 249, Page 347 of the Caldwell County Deed records and the north corner of that tract described in a deed from Louisa Johnson to the State of Texas, dated April 25, 1953 and recorded in Volume 249, Page 358 of the Caldwell County Deed records;

THENCE leaving F.M. 1984 and the State of Texas tracts with the common southwest of lot 28 and the northeast line of lot 29 **N 32° 50' 09" W 20.24 feet** to 1/2" iron rod set for the south corner and **PLACE OF BEGINNING** of this tract;

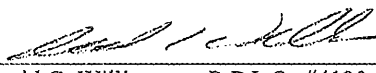
THENCE leaving the **PLACE OF BEGINNING** as shown on that plat numbered 28329-24-4-b, as revised January 2, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, with the common southwest line of Lot 28 and the northeast line of Lot 29, **N 32° 50' 09" W 25.30 feet** to a calculated point for the west corner of this tract, from which a fence post found for the common occupied west corner of Lot 28 and north corner of Lot 29 bears **N 32° 50' 09" W 107.59 feet**;

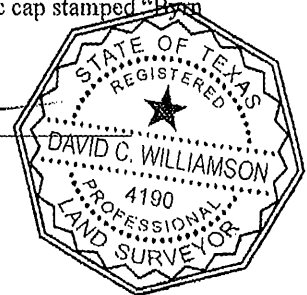
THENCE leaving Lot 29 and crossing Lots 27 and 28, Fehlis Revised Addition to Reedville, **N 48° 23' 14" E 116.26 feet** to a calculated point for the north corner of this tract in the common northeast line of Lot 27 and the southwest line of a street shown on the plat of Fehlis Revised Addition to Reedville;

THENCE with said common line, **S 41° 38' 53" E 25.00 feet** to a "X" etched in concrete for the east corner of this tract;

THENCE leaving the Street shown on the Fehlis Revised Addition to Reedville and re-crossing lot 27 and 28, **S 48° 23' 14" W 120.13 feet** to **THE PLACE OF BEGINNING**.

There are contained within these metes and bounds 0.068 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson, R.P.L.S. #4190



Client: Canyon Regional Water Authority
Date: 1/2/2025
Subd.: Fehlis Revised Addition to Reedville
County: Caldwell
Job No: 28329-24-4
FND 0.068 ac Temporary Construction

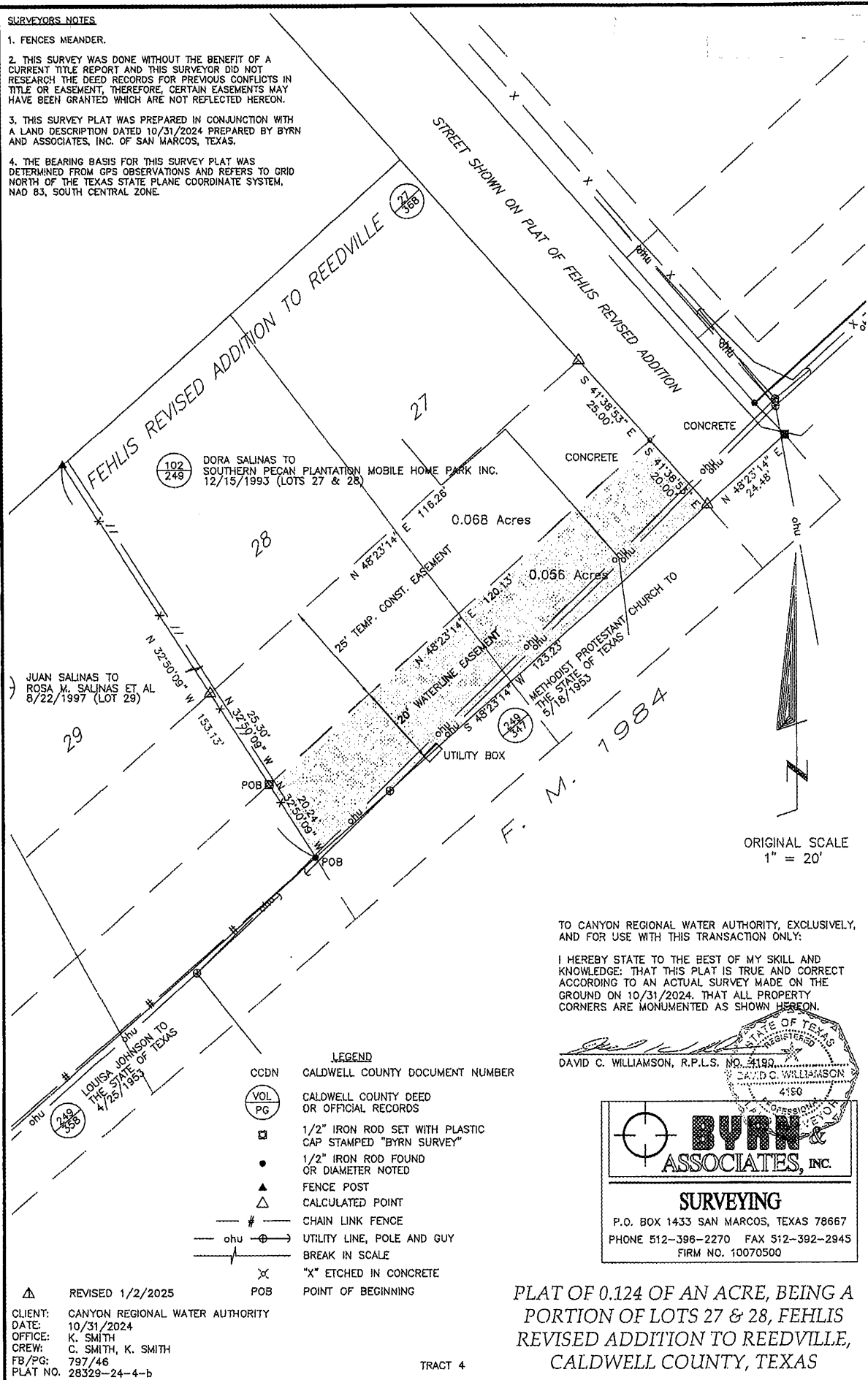
TRACT 4

TEMPORARY CONSTRUCTION

Page 1 of 1

SURVEYORS NOTES

1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/31/2024 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.



ORIGINAL SCALE
1" = 20'

TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY,
AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND
KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT
ACCORDING TO AN ACTUAL SURVEY MADE ON THE
GROUND ON 10/31/2024. THAT ALL PROPERTY
CORNERS ARE MONUMENTED AS SHOWN HEREON.

DAVID C. WILLIAMSON, R.P.L.S. NO. 4180
STATE OF TEXAS
REGISTERED
DAVID C. WILLIAMSON
4180



SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

PLAT OF 0.124 OF AN ACRE, BEING A
PORTION OF LOTS 27 & 28, FEHLIS
REVISED ADDITION TO REEDVILLE,
CALDWELL COUNTY, TEXAS

- LEGEND**
- CCDN CALDWELL COUNTY DOCUMENT NUMBER
 - VOL PG CALDWELL COUNTY DEED OR OFFICIAL RECORDS
 - 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
 - 1/2" IRON ROD FOUND OR DIAMETER NOTED
 - FENCE POST
 - CALCULATED POINT
 - CHAIN LINK FENCE
 - UTILITY LINE, POLE AND GUY
 - BREAK IN SCALE
 - "X" ETCHED IN CONCRETE
 - POB POINT OF BEGINNING

REVISED 1/2/2025
CLIENT: CANYON REGIONAL WATER AUTHORITY
DATE: 10/31/2024
OFFICE: K. SMITH
CREW: C. SMITH, K. SMITH
FB/PG: 797/46
PLAT NO. 28329-24-4-b

TRACT 4

TEMPORARY CONSTRUCTION EASEMENT NO. 5

DESCRIPTION OF 0.341 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the northwest line of F. M. Highway 1984 and the northeast line of a street shown on the plat of Fehlis Revised Addition to Reedville as recorded in Volume 27, Page 368 of the Caldwell County Deed Records, for the south corner of the Walton tract, from which a TXDOT concrete monument found for an angle point in the northwest line of F. M. Highway 1984 bears S 43° 52' 18" E 10.22 feet;

THENCE leaving F.M. Highway 1984 with common southwest line of the Walton tract and northeast line of the Fehlis Addition Street N 41° 20' 42" W 20.00 feet to a 1/2" iron rod set for the south corner and **PLACE OF BEGINNING** of this tract;

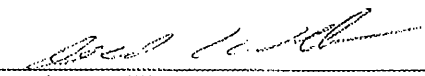
THENCE leaving the **PLACE OF BEGINNING** as shown on that plat numbered 28329-24-5.1-b, as revised January 2, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, with the common southwest line of the Walton tract and the northeast line of the Fehlis Addition street, N 41° 20' 42" W 25.00 feet to a calculated point for the west corner of this tract, from which an iron rod found with an aluminum cap stamped "Pro-Tech Eng." Bears N 41° 20' 42" W 3106.18 feet;

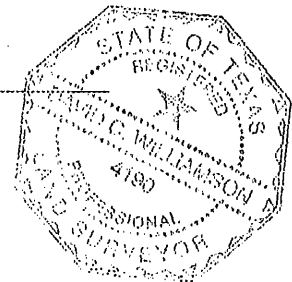
THENCE leaving the Fehlis Addition Street and crossing a portion of the Walton tract, N 48° 22' 41" E 594.40 feet to a calculated point for the north corner of this tract in a common northeast line of the Walton tract and the southwest line of that tract described as 40.00 acres in a deed from VCD Centurion Gathering Partnership Ltd. to Claudia Serna, dated June 15, 2022 and recorded in Caldwell County Document Number 2022-004745 of the Caldwell County Official Records, from which an iron rod found with an illegible plastic cap for the common west corner of the Serna tract and an interior corner of the Walton tract bears N 41° 38' 05" W 1689.98 feet;

THENCE with said common line, S 41° 38' 05" E 25.00 feet to a 1/2" iron rod set for the east corner of this tract;

THENCE leaving the Serna tract, and crossing a portion of the Walton tract, S 48° 22' 41" W 594.53 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 0.341 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson, R.P.L.S. #4190



Client: Canyon Regional Water Authority
Date: 1/2/2025
Surv.: Pettus, William, A-21
County: Caldwell
Job No: 28329-24-5.1
FND 0.341 ac Temporary Construction

TRACT 5.1

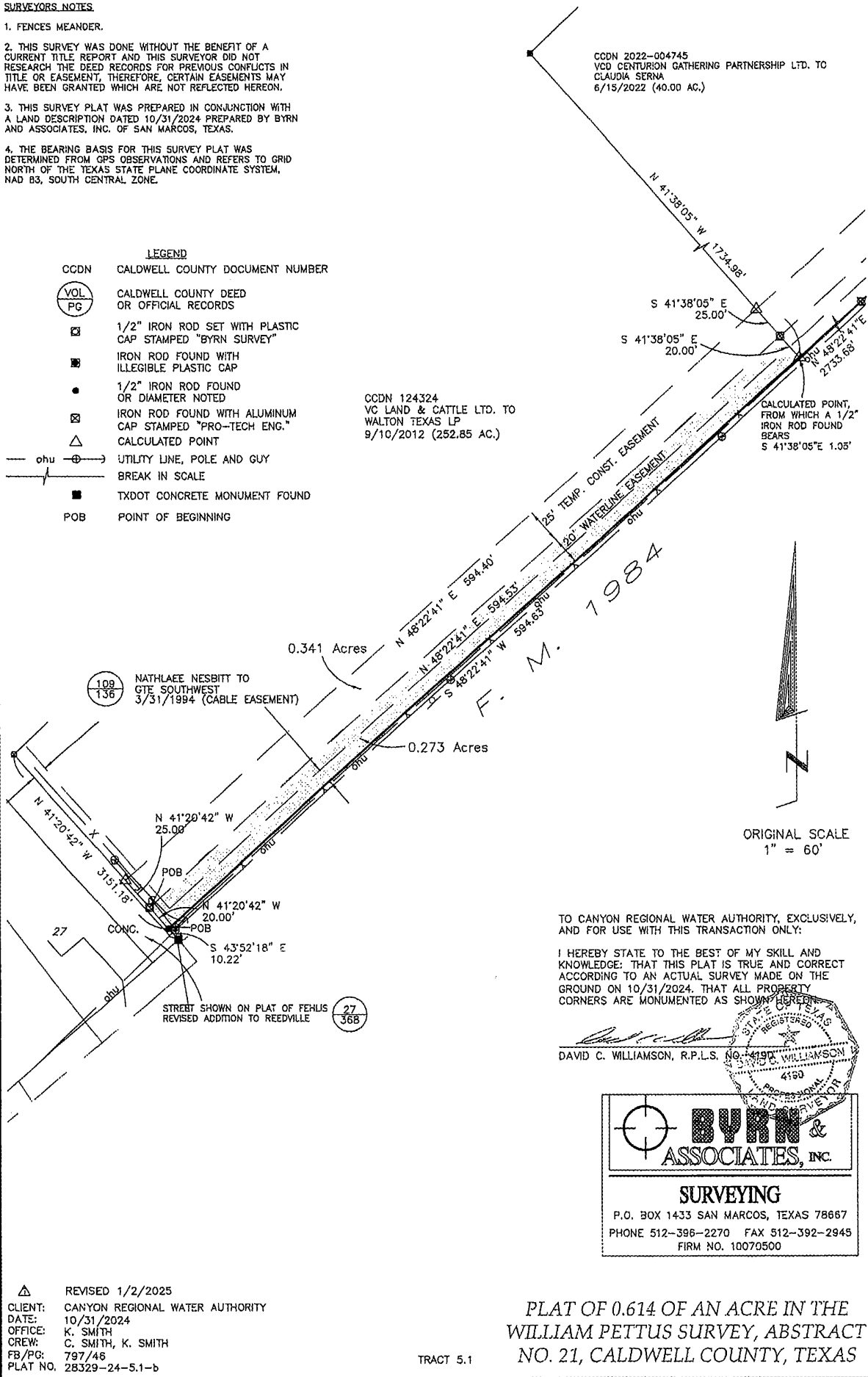
TEMPORARY CONSTRUCTION

SURVEYORS NOTES

1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/31/2024 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

LEGEND

- CCDN CALDWELL COUNTY DOCUMENT NUMBER
- CALDWELL COUNTY DEED OR OFFICIAL RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- IRON ROD FOUND WITH ILLEGIBLE PLASTIC CAP
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- IRON ROD FOUND WITH ALUMINUM CAP STAMPED "PRO-TECH ENG."
- CALCULATED POINT
- UTILITY LINE, POLE AND GUY
- BREAK IN SCALE
- TXDOT CONCRETE MONUMENT FOUND
- POB POINT OF BEGINNING



CCDN 2022-004745
VCD CENTURION GATHERING PARTNERSHIP LTD. TO
CLAUDIA SERNA
6/15/2022 (40.00 AC.)

CCDN 124324
VC LAND & CATTLE LTD. TO
WALTON TEXAS LP
9/10/2012 (252.85 AC.)

CALCULATED POINT,
FROM WHICH A 1/2"
IRON ROD FOUND
BEARS
S 41°38'05" E 1.05'

ORIGINAL SCALE
1" = 60'

TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY,
AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND
KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT
ACCORDING TO AN ACTUAL SURVEY MADE ON THE
GROUND ON 10/31/2024. THAT ALL PROPERTY
CORNERS ARE MONUMENTED AS SHOWN HEREON.

DAVID C. WILLIAMSON, R.P.L.S. No. 4190



SURVEYING

P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

△ REVISED 1/2/2025
CLIENT: CANYON REGIONAL WATER AUTHORITY
DATE: 10/31/2024
OFFICE: K. SMITH
CREW: C. SMITH, K. SMITH
FB/PG: 797/48
PLAT NO. 28329-24-5.1-b

TRACT 5.1

PLAT OF 0.614 OF AN ACRE IN THE
WILLIAM PETTUS SURVEY, ABSTRACT
NO. 21, CALDWELL COUNTY, TEXAS

DESCRIPTION OF 1.517 ACRES, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 252.85 ACRES IN A DEED FROM VC LAND & CATTLE LTD. TO WALTON TEXAS LP, DATED SEPTEMBER 10, 2012 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 124324 OF THE CALDWELL COUNTY OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod set in the northwest line of F. M. Highway 1984, for a common south corner of the Walton tract and the east corner of that tract described as 40.00 acres in a deed from VCD Centurion Partnership Ltd. to Claudia Serna, dated June 15, 2022 and recorded in Caldwell County Document Number 2022-004745 of the Caldwell County Official Records;

THENCE leaving the F.M. Highway 1984 with the common southwest line of the Walton Tract and the northeast line of the Serna tract N 34° 18' 32" W 20.16 feet to a 1/2" iron rod set for the south corner and PLACE OF BEGINNING of this tract;

THENCE the PLACE OF BEGINNING as shown on that plat numbered 28329-24-5.2-b, as revised January 2, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, with the common southwest line of the Walton tract and the northeast line of the Serna tract, N 34° 18' 32" W 25.21 feet to a calculated point for the west corner of this tract;

THENCE leaving the Serna tract and crossing a portion of the Walton tract, the following three courses:

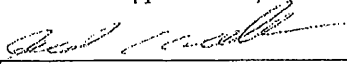
1. N 48° 22' 41" E 2232.54 feet to a calculated point,
2. With a left breaking curve having the following characteristics: Radius = 631.20 feet, Arc Length = 381.49 feet, Central Angle = 34° 37' 43" and a Chord which bears N 30° 53' 37" E 375.71 feet to a calculated point for the north corner of this tract, and
3. S 74° 09' 03" E 45.03 feet to a calculated point in the common southeast line of the Walton tract and the northwest line of F. M. Highway 1984, from which a TXDOT concrete monument found bears N 06° 03' 04" E 180.72 feet;

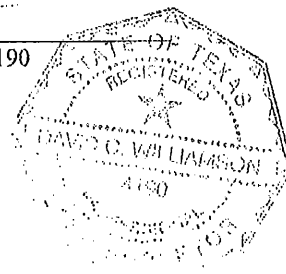
THENCE with said common line, being a right breaking curve having the following characteristics: Radius = 676.20 feet, Arc Length = 25.01 feet, Central Angle = 02° 07' 08" and a Chord which bears S 14° 47' 24" W 25.00 feet to a 1/2" iron rod set for a corner of this tract, and

THENCE entering the Walton tract the following three courses for the general southeast line of this tract:

1. N 74° 09' 03" W 20.00 feet to a 1/2" iron rod set,
2. With a right breaking curve having the following characteristics: Radius = 656.20 feet, Arc Length = 370.64 feet, Central Angle = 32° 21' 43" and a Chord which bears S 32° 01' 49" W 365.73 feet to a 1/2" iron rod set, and
3. S 48° 22' 41" W 2235.78 feet to the PLACE OF BEGINNING;

There are contained within these metes and bounds 1.517 acres, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson, R.P.L.S. #4190



Client: Canyon Regional Water Authority
Date: 1/2/2025
Surv.: Pettus, William, A-21
County: Caldwell
Job No: 28329-24-5.2
FND 1.517 ac Temporary Construction

TRACT 5.2

TEMPORARY CONSTRUCTION

Page 1 of 1

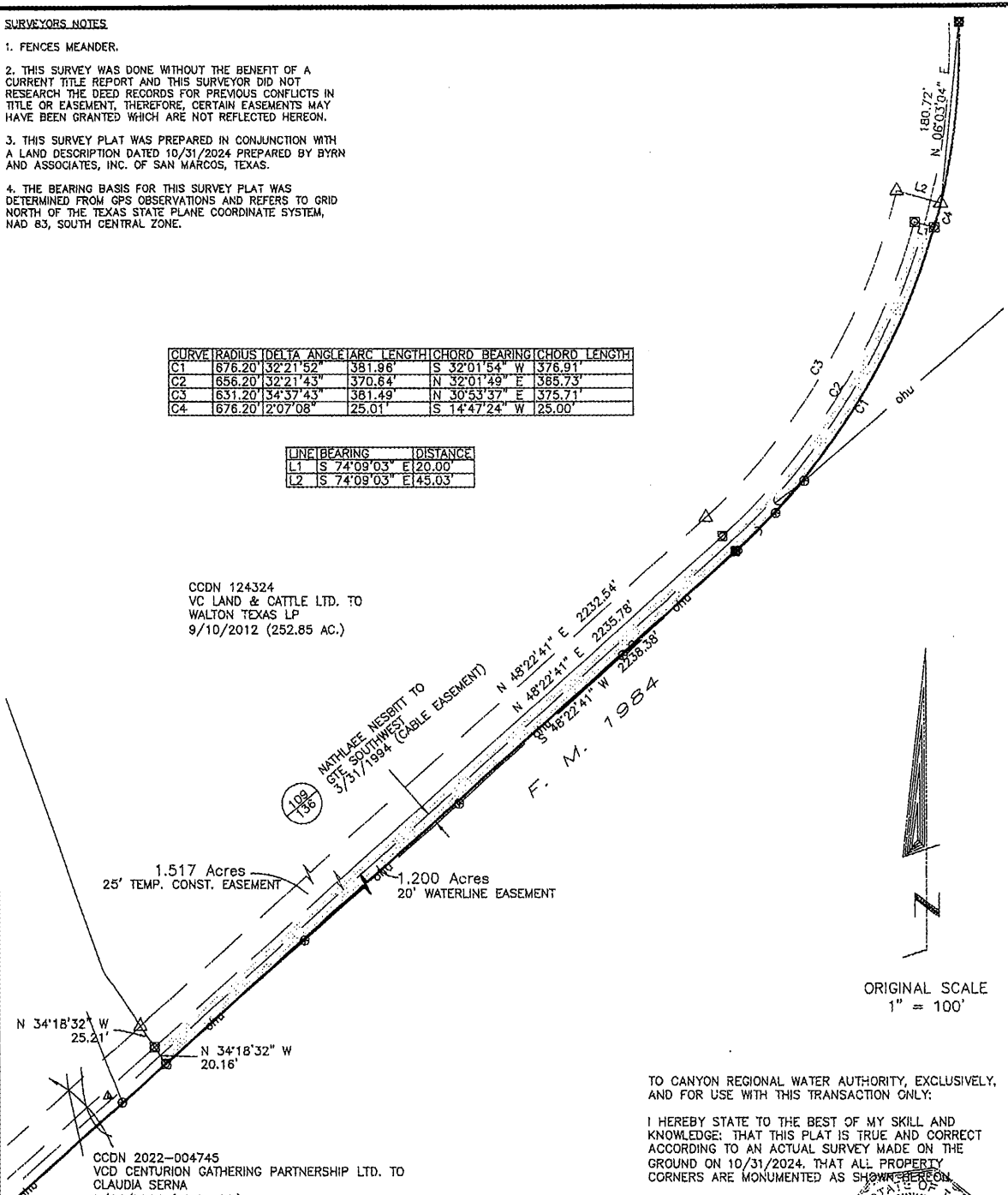
SURVEYORS NOTES

1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/31/2024 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	676.20'	32°21'52"	381.96'	S 32°01'54" W	376.91'
C2	656.20'	32°21'43"	370.64'	N 32°01'49" E	385.73'
C3	631.20'	34°37'43"	381.49'	N 30°53'37" E	375.71'
C4	676.20'	2°07'08"	25.01'	S 14°47'24" W	25.00'

LINE	BEARING	DISTANCE
L1	S 74°09'03" E	20.00'
L2	S 74°09'03" E	45.03'

CCDN 124324
 VC LAND & CATTLE LTD. TO
 WALTON TEXAS LP
 9/10/2012 (252.85 AC.)



ORIGINAL SCALE
 1" = 100'

TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY.

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON 10/31/2024. THAT ALL PROPERTY CORNERS ARE MONUMENTED AS SHOWN HEREON.

DAVID C. WILLIAMSON, R.P.L.S. NO. 4190
 STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR

LEGEND

- CCDN CALDWELL COUNTY DOCUMENT NUMBER
- CALDWELL COUNTY DEED OR OFFICIAL RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- IRON ROD FOUND WITH ILLEGIBLE PLASTIC CAP
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- IRON ROD FOUND WITH ALUMINUM CAP STAMPED "PRO-TECH ENG."
- CALCULATED POINT
- UTILITY LINE, POLE AND GUY
- BREAK IN SCALE
- TXDOT CONCRETE MONUMENT FOUND
- POB POINT OF BEGINNING

△ REVISED 1/2/2025
 CLIENT: CANYON REGIONAL AUTHORITY
 DATE: 10/31/2024
 OFFICE: K. SMITH
 CREW: C. SMITH, K. SMITH
 FB/PG: 797/46
 PLAT NO. 28329-24-5.2-b

BYRN & ASSOCIATES, INC.
SURVEYING
 P.O. BOX 1433 SAN MARCOS, TEXAS 78667
 PHONE 512-396-2270 FAX 512-392-2945
 FIRM NO. 10070500

PLAT OF 2.717 ACRES IN THE WILLIAM PETTUS SURVEY, ABSTRACT NO. 21, CALDWELL COUNTY, TEXAS

TRACT 5.2

TEMPORARY CONSTRUCTION EASEMENT NO. 6

DESCRIPTION OF 0.287 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 40.00 ACRES IN A DEED FROM VCD CENTURION GATHERING PARTNERSHIP LTD. TO CLAUDIA SERNA, DATED JUNE 15, 2022 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2022-004745 OF THE CALDWELL COUNTY OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point in the northwest line of F. M. Highway 1984, for the common south corner of the Serna tract and an exterior corner of that tract described as 252.85 acres in a deed from VC Land & Cattle Ltd. to Walton Texas LP, dated September 10, 2012 and recorded in Caldwell County Document Number 124324 of the Caldwell County Official Records, from which a 1/2" iron rod found bears S 41° 38' 05" E 1.05 feet, and from which a 1/2" iron rod found for the south corner of the Walton tract bears S 48° 22' 41" W 594.63 feet;

THENCE leaving the F.M. Highway 1984 with the common southwest line of the Serna tract and a northeast line of the Walton tract N 41° 38' 05" W 20.00 feet to a 1/2" iron rod set for the south corner and the **PLACE OF BEGINNING** of this tract;

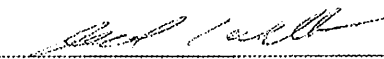
THENCE leaving the **PLACE OF BEGINNING** as shown on that plat numbered 28329-24-6-b, as revised January 2, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, with the common southwest line of the Serna tract and a northeast line of the Walton tract, N 41° 38' 05" W 25.00 feet to a calculated point for the west corner of this tract, from which a plastic capped iron rod found for the common west corner of the Serna tract and an interior corner of the Walton tract bears N 41° 38' 05" W 1689.98 feet;

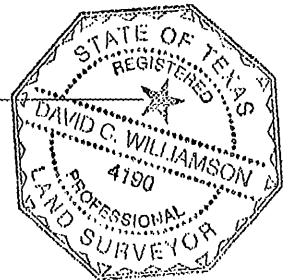
THENCE leaving the Walton tract and crossing the Serna tract, N 48° 22' 41" E 501.09 feet to a 1/2" iron rod set for the north corner of this tract in the common northeast line of the Serna tract and a southwest line of the Walton tract;

THENCE with said common line, S 34° 18' 32" E 25.21 feet to a 1/2" iron rod set for the east corner of this tract, from which 1/2" iron rod set in the northwest line of F. M. Highway 1984, for the common east corner of the Serna tract and an exterior corner of the Walton tract, bears S 34° 18' 32" E 20.16 feet;

THENCE leaving the Walton tract and re-crossing the Serna tract, S 48° 22' 41" W 497.87 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 0.287 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson, R.P.L.S. #4190



Client: Canyon Regional Water Authority
Date: 1/2/2025
Surv.: Pettus, William, A-21
County: Caldwell
Job No: 28329-24-6
FND 0.287 ac Temporary Construction

TRACT 6

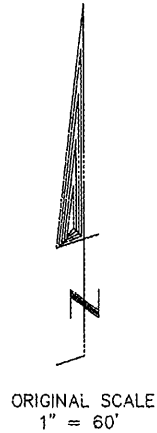
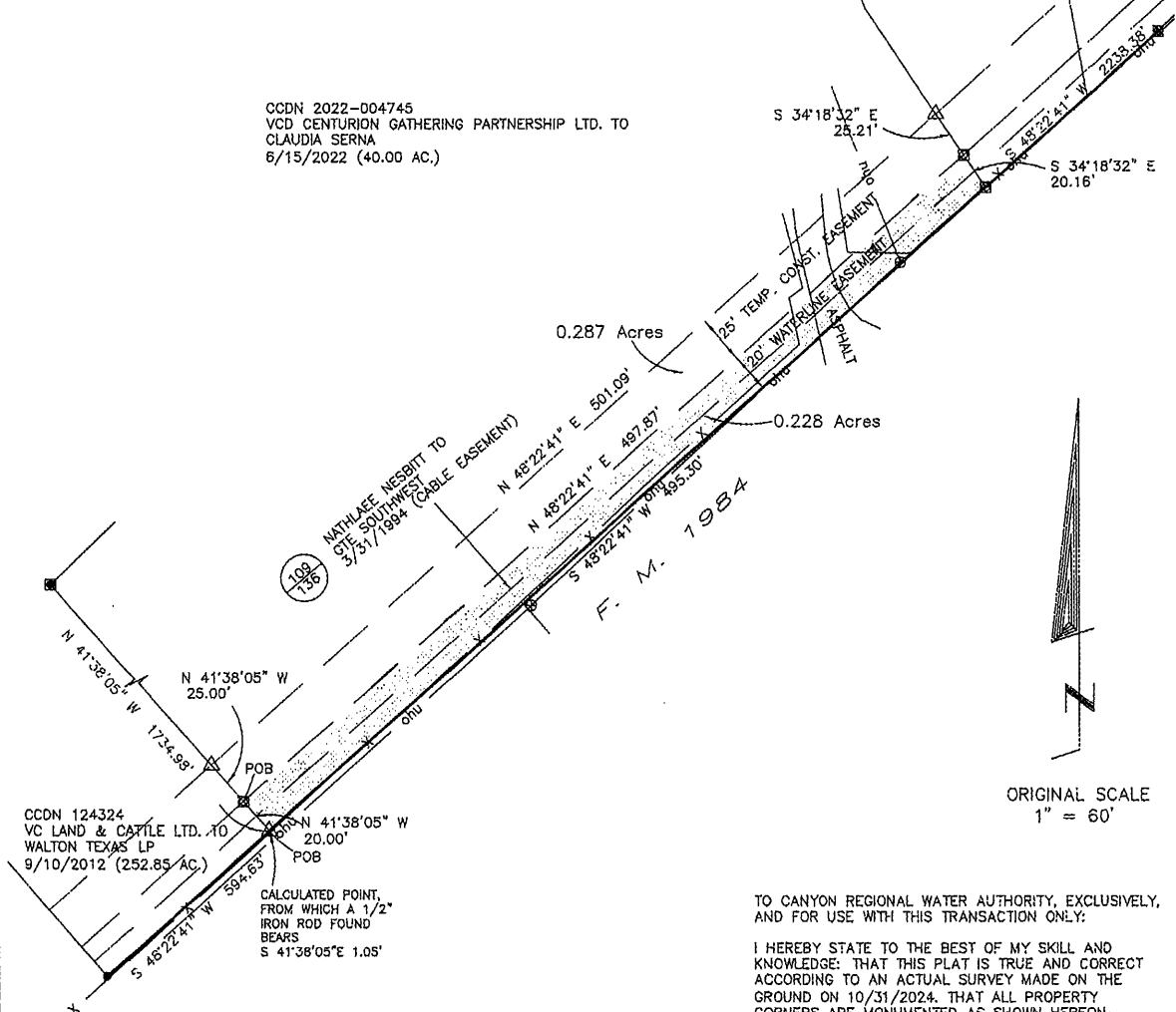
TEMPORARY CONSTRUCTION

SURVEYORS NOTES

1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/31/2024 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

CCDN 2022-004745
 VCD CENTURION GATHERING PARTNERSHIP LTD. TO
 CLAUDIA SERNA
 6/15/2022 (40.00 AC.)

CCDN 124324
 VC LAND & CATTLE LTD. TO
 WALTON TEXAS LP
 9/10/2012 (252.85 AC)



TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY,
 AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND
 KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT
 ACCORDING TO AN ACTUAL SURVEY MADE ON THE
 GROUND ON 10/31/2024. THAT ALL PROPERTY
 CORNERS ARE MONUMENTED AS SHOWN HEREON.

David C. Williamson
 DAVID C. WILLIAMSON, R.P.L.S. NO. 4488 C. WILLIAMSON
 LAND SURVEYOR
 4180

LEGEND

CCDN	CALDWELL COUNTY DOCUMENT NUMBER
	CALDWELL COUNTY DEED OR OFFICIAL RECORDS
	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
	1/2" IRON ROD FOUND OR DIAMETER NOTED
	CALCULATED POINT
	UTILITY LINE, POLE AND GUY
	BREAK IN SCALE
	TXDOT CONCRETE MONUMENT FOUND
	PLASTIC CAPPED IRON ROD FOUND
POB	POINT OF BEGINNING

△ REVISED 1/2/2025

CLIENT: CANYON REGIONAL WATER AUTHORITY
 DATE: 10/31/2024
 OFFICE: K. SMITH
 CREW: C. SMITH, K. SMITH
 FB/PG: 797/48
 PLAT NO. 28329-24-6-b

TRACT 6

BYRN & ASSOCIATES, INC.

SURVEYING

P.O. BOX 1433 SAN MARCOS, TEXAS 78667
 PHONE 512-396-2270 FAX 512-392-2945
 FIRM NO. 10070500

PLAT OF 0.515 OF AN ACRE IN THE
 WILLIAM PETTUS SURVEY, ABSTRACT
 NO. 21, CALDWELL COUNTY, TEXAS

TEMPORARY CONSTRUCTION EASEMENT NO. 7

DESCRIPTION OF 0.215 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 21, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.046 ACRES IN A DEED FROM JW STONE FARM AND RANCH, LLC TO VCD CENTURION GATHERING PARTNERSHIP, LTD. (VCD) DATED MAY 24, 2021 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2021-003818 OF THE CALDWELL COUNTY OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found at an interior corner of Valley Way and the east corner of the VCD tract from which a 1/2" iron rod found bears S 48° 15' 27" W 504.67 feet, pass 491.38 feet a calculated point for the south corner of the VCD tract;

THENCE with the common northeast line of VCD tract and the southwest line of Valley Way N 40° 24' 09" W 20.01 feet to a 1/2" iron rod set for the east corner and PLACE OF BEGINNING of this tract;

THENCE leaving the PLACE OF BEGINNING as shown on that plat numbered 28329-24-7-b, as revised January 2, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, and entering the VCD tract S 48° 15' 27" W 334.23 feet to a 1/2" iron rod set for as angle point;

THENCE N 74° 09' 03" W 53.90 feet to a 1/2" iron rod set in the common west line of the VCD tract and the east line of F. M. Highway 1984;

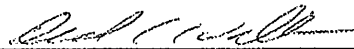
THENCE with said common line being a left breaking curve having the following characteristics: Radius = 756.20 feet, Arc Length = 25.00 feet, Central Angle = 1° 53' 40" and a Chord which bears N 14° 51' 36" E 25.00 feet to a calculated point for the westerly north corner of this tract;

THENCE leaving F. M. Highway 1984 and crossing the VCD tract, the following two courses:

1. S 74° 09' 03" E 40.59 feet to a calculated point, and
2. N 48° 15' 27" E 321.08 feet to a calculated point in the common northeast line of the VCD tract and the southwest line of Valley Way, from which a calculated point for the north corner of the VCD tract bears N 40° 24' 09" W 352.55 feet, pass at 349.50 feet a 1/2" iron rod found;

THENCE with said common line, S 40° 24' 09" E 25.01 feet to THE PLACE OF BEGINNING.

There are contained within these metes and bounds 0.215 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson, R.P.L.S. #4190



Client: Canyon Regional Water Authority
Date: 1/2/2025
Surv.: Pettus, William, A-21
County: Caldwell
Job No: 28329-24-7
END 0.215 ac Temporary Construction

TRACT 7

TEMPORARY CONSTRUCTION

Page 1 of 1

SURVEYORS NOTES

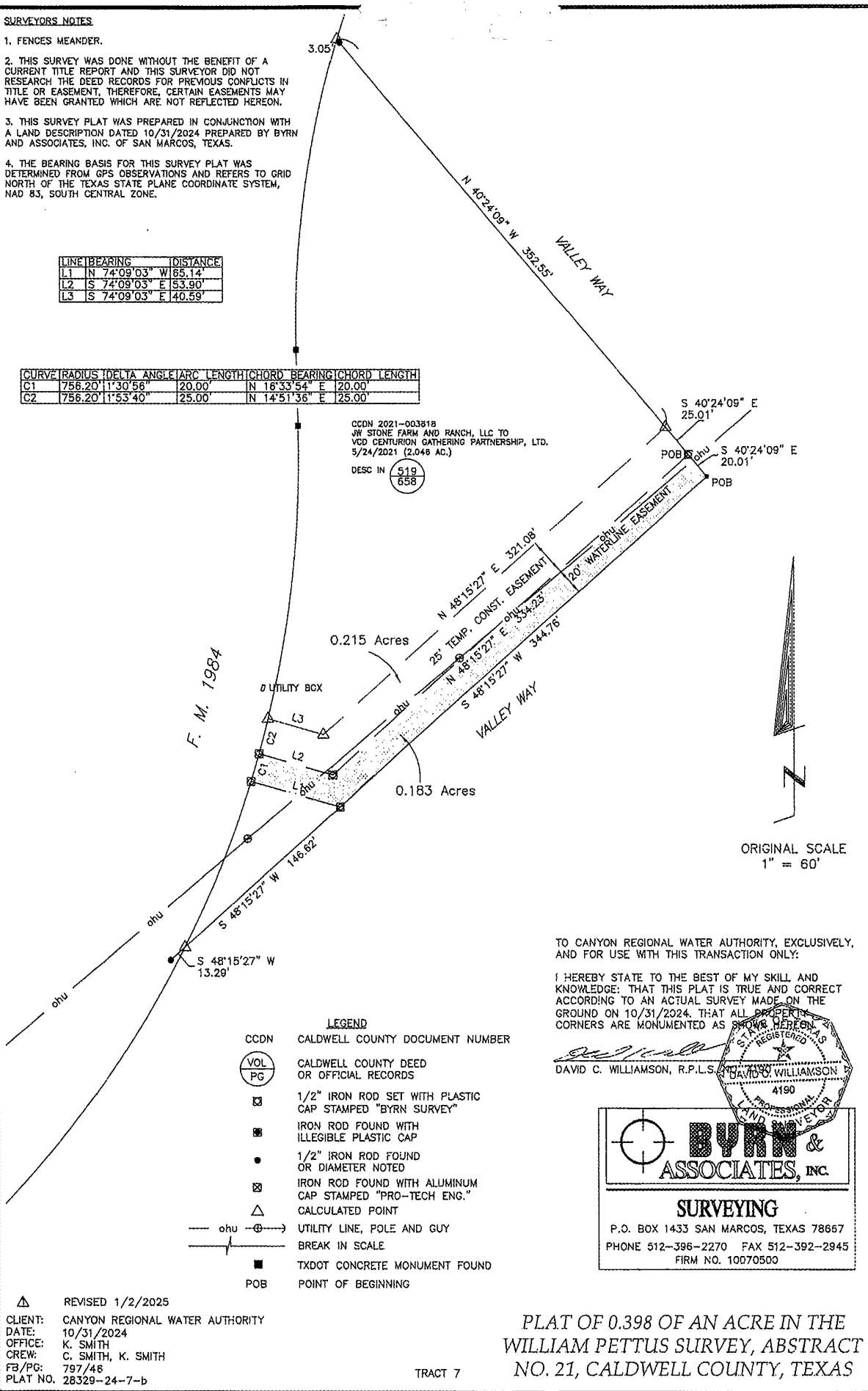
1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/31/2024 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

LINE	BEARING	DISTANCE
L1	N 74°09'03" W	65.14'
L2	S 74°09'03" E	153.90'
L3	S 74°09'03" E	140.59'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	756.20'	11°30'58"	20.00'	N 16°33'54" E	20.00'
C2	756.20'	11°53'40"	25.00'	N 14°51'36" E	25.00'

CCDN 2021-003819
 JW STONE FARM AND RANCH, LLC TO
 VVO CENTURION GATHERING PARTNERSHIP, LTD.
 5/24/2021 (2.048 AC.)

DESC IN $\frac{519}{658}$



ORIGINAL SCALE
 1" = 60'

TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY,
 AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND
 KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT
 ACCORDING TO AN ACTUAL SURVEY MADE ON THE
 GROUND ON 10/31/2024. THAT ALL PROPERTY
 CORNERS ARE MONUMENTED AS SHOWN HEREON.

DAVID C. WILLIAMSON, R.P.L.S.



LEGEND

- CCDN CALDWELL COUNTY DOCUMENT NUMBER
- $\frac{VOL}{PG}$ CALDWELL COUNTY DEED OR OFFICIAL RECORDS
- \square 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- \blacksquare IRON ROD FOUND WITH ILLEGIBLE PLASTIC CAP
- \bullet 1/2" IRON ROD FOUND OR DIAMETER NOTED
- \boxtimes IRON ROD FOUND WITH ALUMINUM CAP STAMPED "PRO-TECH ENG."
- \triangle CALCULATED POINT
- ohu \rightarrow UTILITY LINE, POLE AND GUY
- \dashv BREAK IN SCALE
- \blacksquare TXDOT CONCRETE MONUMENT FOUND
- POB POINT OF BEGINNING

\triangle REVISED 1/2/2025
 CLIENT: CANYON REGIONAL WATER AUTHORITY
 DATE: 10/31/2024
 OFFICE: K. SMITH
 CREW: C. SMITH, K. SMITH
 FB/PG: 797/46
 PLAT NO. 28329-24-7-b

BYRN & ASSOCIATES, INC.
SURVEYING
 P.O. BOX 1433 SAN MARCOS, TEXAS 78667
 PHONE 512-396-2270 FAX 512-392-2945
 FIRM NO. 10070500

PLAT OF 0.398 OF AN ACRE IN THE
 WILLIAM PETTUS SURVEY, ABSTRACT
 NO. 21, CALDWELL COUNTY, TEXAS

TRACT 7

TEMPORARY CONSTRUCTION EASEMENT NO. 8

DESCRIPTION OF 0.341 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE THOMAS MAXWELL SURVEY, ABSTRACT NUMBER 188, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 69.19 ACRES IN A DEED FROM DIANE WEBB SCHREINER TO WALTON TEXAS LP, DATED MAY 30, 2013 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 132453 OF THE CALDWELL COUNTY OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set for the southerly west corner of this tract in the common northeast line of Valley Way and the southwest line of the Walton Texas LP tract, from which a 6" treated fence corner post found for the south corner of the Walton Texas LP tract bears S 41° 05' 43" E 478.52 feet;

THENCE leaving the PLACE OF BEGINNING as shown on that plat numbered 28329-24-8-b, as revised January 2, 2025 and prepared for Canyon Regional Water Authority by Byrn & Associates, Inc. of San Marcos, Texas, leaving Valley Way and crossing a portion of the Walton Texas LP tract, the following four courses:

1. N 48° 15' 27" E 40.00 feet to a 1/2" iron rod set for an interior corner of this tract,
2. N 41° 05' 43" W 397.30 feet to an iron rod set for an angle point;
3. With a right breaking curve having the following characteristics: Radius = 636.20 feet, Central Angle = 07° 35' 25", Arc Length = 84.28 feet, and a Chord which bears N 27° 22' 54" E 84.22 feet to a 1/2" iron rod set for an interior corner of this tract, and
4. N 61° 31' 33" W 40.04 feet to a 1/2" iron rod set for the northerly west corner of this tract in the common northwest line of the Walton Texas LP tract and the southeast line of F. M. Highway 1984, from which a calculated point for the west corner of the Walton Texas LP tract bears S 26° 13' 07" W 113.12 feet;

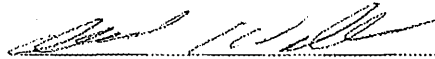
THENCE with said common line being a right breaking curve, having the following characteristics: Radius = 676.20 feet, Central Angle = 2° 07' 21", Arc Length = 25.05 feet and a Chord which bears N 32° 04' 41" E 25.05 feet to a calculated point for the north corner of this tract, from which a TXDOT concrete monument found for the end of the curve bears N 40° 52' 07" E 181.88 feet;

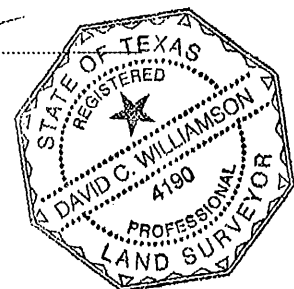
THENCE leaving F.M. Highway 1984 and re-crossing a portion of the Walton Texas LP tract, the following four courses:

1. S 61° 31' 33" E 65.24 feet to a calculated point for a northerly east corner of this tract,
2. With a left breaking curve having the following characteristics: Radius = 611.20 feet, Central Angle = 8° 34' 31", Arc Length = 91.48 feet and a chord which bears S 29° 20' 57" W 91.39 feet to a calculated point for an interior corner of this tract,
3. S 41° 05' 43" E 405.97 feet to a calculated point for the southerly corner of this tract , and
4. S 48° 15' 27" W 65.00 feet to a calculated point in the common northeast line of Valley Way and the southwest line of the Walton Texas LP tract;

THENCE with said common line N 41° 05' 43" W 25.00 feet PLACE OF BEGINNING.

There are contained within these metes and bounds 0.341 of an acre, more or less, of land area as prepared from public records and a survey made on the ground on October 31, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


David C. Williamson, R.P.L.S. #4190



Client: Canyon Regional Water Authority
Date: 1/2/2025
Surv.: Maxwell, Thomas, A-188
County: Caldwell
Job No: 28329-24-8
FND 0.341 ac

TRACT 8
TEMPORARY CONSTRUCTION

RAD.=676.20'
 DELTA=17°34'51"
 ARC L.=207.49'
 CHD. BRG.=N 39°48'28" E
 CHD. L.=206.68'

LINE	BEARING	DISTANCE
L1	N 41°05'43" W	20.00'
L2	N 48°15'27" E	20.00'
L3	N 61°31'33" W	20.00'
L4	S 61°31'33" E	40.04'
L5	S 48°15'27" W	40.00'
L6	N 41°05'43" W	25.00'
L7	S 28°13'07" W	113.12'
L8	N 40°52'07" E	181.88'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	656.20'	6°52'18"	78.70'	N 25°54'41" E	78.65'
C2	676.20'	1°41'44"	20.01'	N 30°10'09" E	20.01'
C3	636.20'	7°35'25"	84.28'	S 27°22'54" W	84.22'
C4	676.20'	2°07'21"	25.05'	N 32°04'41" E	25.05'
C5	611.20'	8°34'31"	91.48'	S 29°20'57" W	91.39'
C6	676.20'	93.24'	7°54'03"	S 25°22'16" W	93.17'

RAD.=676.20'
 DELTA=30°45'49"
 ARC L.=363.07'
 CHD. BRG.=S 13°56'22" W
 CHD. L.=358.73'

CCDN 132453
 DIANE WEBB SCHREINER TO
 WALTON TEXAS LP
 5/30/2013 (69.19 AC.)

POSSIBLE LOCATION OF
 CCDN 2016-000792
 WALTON TEXAS, LP TO
 MAXWELL WATER SUPPLY CORP.
 2/5/2016 (20' WATERLINE EASEMENT)

ORIGINAL SCALE
 1" = 60'

SURVEYORS NOTES

1. FENCES MEANDER.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/31/2024 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.
4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

LEGEND

- CCDN CALDWELL COUNTY DOCUMENT NUMBER
- CALDWELL COUNTY DEED OR OFFICIAL RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 6" TREATED FENCE CORNER POST
- CALCULATED POINT
- UTILITY LINE, POLE AND GUY BREAK IN SCALE
- TXDOT CONCRETE MONUMENT FOUND
- 6" TREATED FENCE CORNER POST
- WATER VALVE
- UTILITY PEDESTAL
- SIGN
- POB POINT OF BEGINNING



TO CANYON REGIONAL WATER AUTHORITY, EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON 10/31/2024. THAT ALL PROPERTY CORNERS ARE MONUMENTED AS SHOWN HEREON.

DAVID C. WILLIAMSON, R.S.L.S. No. 4190

BYRN & ASSOCIATES, INC.

SURVEYING

P.O. BOX 1433 SAN MARCOS, TEXAS 78667
 PHONE 512-396-2270 FAX 512-392-2945
 FIRM NO. 10070500

△ REVISED 1/2/2025

CLIENT: CANYON REGIONAL WATER AUTHORITY
 DATE: 10/31/2024
 OFFICE: K. SMITH
 CREW: C. SMITH, K. SMITH
 FB/PG: 797/46
 PLAT NO. 28329-24-8-b

PLAT OF 0.587 OF AN ACRE IN THE
 THOMAS MAXWELL SURVEY, ABSTRACT
 NO. 188, CALDWELL COUNTY, TEXAS

TRACT 8