

AFFIDAVIT

THE STATE OF TEXAS

§

COUNTY OF MCLENNAN

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BEFORE ME, the undersigned authority, on this day personally appeared Richard B Garrett, who being duly sworn, upon oath deposes and says:

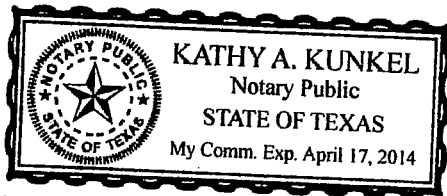
“My name is Richard B. Garrett. I represent City of Waco (if applicable). I am over 18 years of age, competent to make this affidavit, and am familiar with the facts herein stated and believe them to be true.

I have substantially complied with the requirements of the Southern Trinity Groundwater Conservation District’s Rules to provide notification by first class mail to landowners, well owners and well operators within one half-mile of the well or wells for which I or the entity I represent seek(s) a Historic Use Production Permit. Such notification was made not less than 10 days before the public hearing scheduled to consider the application for a Historic Use Production Permit.”

Richard B. Garrett
Affiant

Sworn to and subscribed before me on this 13th day of December, 2010.

Kathy Kunkel
Notary Public in and for the State of Texas





SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS

HISTORIC USE PRODUCTION PERMIT

THIS CERTIFIES THAT: City of Waco
P.O. Box 2570
Waco, Texas 76702
Phone: 254-750-5830

(the "Permittee"), has applied for an Historic Use Production Permit to withdraw and place to beneficial use groundwater from within the District, and that the Board of Directors of the Southern Trinity Groundwater Conservation District ("District") has APPROVED the application as follows:

1 Permit Category

This permit is a **Historic Use Production Permit.**

2 Permit Term

The term of this permit is **perpetual.**

3 Groundwater Source

The source of groundwater is the **Trinity Aquifer.**

4 Annual Groundwater Withdrawal Amounts

Permittee may withdraw groundwater from the Trinity Aquifer for beneficial, nonwasteful use in a manner not to exceed the following volume: **245.4769 acre-feet per calendar year.** This groundwater withdrawal amount has been calculated pursuant to Section 5.211 of the District's rules. It may be subject to proportional adjustment pursuant to Chapter 5, Subchapter B of the District's rules, as may be amended.

5 Purpose of Use

Permittee may use Trinity Aquifer groundwater only for **municipal purposes.**

6 Well Name(s), Location(s), and Maximum Rate of Withdrawal

Groundwater may only be withdrawn from the aquifer from a well(s) located at each of the location(s) and with a maximum rate of withdrawal(s) (flow rate) as follows:

<u>Name</u>	<u>Location (latitude/longitude)</u>	<u>Maximum Flow Rate (gpm)</u>
Meadowlands	N31D 28M 55S / W97D 17M 32S	240
Harris Creek	N31D 28M 26S/W97D 18M 35S	240
BRA Treatmen	N31D 31M 07S/W97D 04M 02S	25
Cottonwood	N31D 30M 11S / W97D 10M 04S	350
LacyLakeview #1	N31D 37M 47S / W97D 06M 17S	700

**SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS**

7 Measurement of Amount of Groundwater Withdrawn

Permittee may only withdraw groundwater from a well that has an operating flow meter that meets the requirements of Chapter 8 of the District's rules.

8 Place of Use

Permittee may beneficially use Aquifer groundwater only within the Permittee's wholesale or retail water service area identified in the Certificate of Convenience and Necessity 10039, filed with the Texas Commission on Environmental Quality. Except as provided by 5.401(b) of the District's rules, as may be amended, if the place of use is not within the District's boundaries, Permittee must obtain a groundwater exportation permit from the District prior to the withdrawal of groundwater under the permit.

9 Well Construction, Operation, Maintenance, Closure

The well(s) identified in this permit shall be installed, equipped, operated, maintained, plugged, capped, or closed, as may be appropriate in accordance with the District's rules and all other applicable federal, state, and local laws, including by submitting a copy of a state plugging report to the District within 60 days after capping or plugging any well.

10 Water Conservation

Withdrawals of groundwater are required to be efficiently withdrawn and used in compliance with the District's rules and the District's water conservation plan, as may be amended, and Permittee's plan as approved by the District, as may be applicable.

11 Conveyance to Place of Use

Water authorized by this permit to be produced must be conveyed to the place of use in a manner to prevent evaporation, channel loss by percolation, or waste. Water conveyed greater than a distance of one-half mile from the wellhead where produced must be conveyed through a pipeline.

12 Meters; Alternative Measuring Method

Permittee shall install, operate and maintain the meter or alternative measuring method on the well(s) identified in this permit in compliance with the District's rules and the manufacturer's instructions.

13 Reports

Permittee shall timely file all applicable reports with the District on forms prescribed by the District as required by the District's rules, as may be amended, and other applicable law.

14 Fees

Permittee shall timely pay and remain current on the payment of all applicable fees to the District.

**SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS**

15 Interruption, Suspension, or Other Limitations Due to Drought

Permittee shall reduce water supply and consumption during times of drought in accordance with the District's rules and the District's management plan and Permittee's plan approved by the District, as applicable.

16 Groundwater Management Plan

Permittee shall withdraw and use groundwater only in accordance with the District's approved groundwater management plan, as may be amended.

17 Water Quality

Permittee shall use diligence to protect the water quality of groundwater in the District and shall comply with the District's water quality rules and take no action that pollutes or contributes to the pollution of groundwater in the District.

18 Transfers and Amendments

Permittee may transfer or amend this permit only in compliance with the District's rules.

19 Permit Review, Renewal or Extension Conditions

Permittee is subject to any review, renewal or extension conditions stated in the permit or the District's rules.

20 Change of Name, Address or Telephone Number

Permittee shall provide written notice to the District of any change of ownership, name of Permittee or the authorized representative, well operator, mailing address or telephone number within 30 days of such change.

21 Inspections by District

Any authorized officer, employee, agent or representative of the District shall have the right at all reasonable times to enter upon lands upon which a well may be located within the boundaries of the District, including the well(s) identified in Paragraph 6 of this permit, for the purpose of inspecting or testing such wells, meters, pumps and the power units of a well or wells, collecting water samples, and making any other reasonable and necessary inspections and tests that may be required or necessary for the formulation or the enforcement of the permits, rules or orders of the District. Permittee has a duty to ensure that the well site is accessible to District representatives for inspection and to cooperate fully in any reasonable inspection of the well(s) and well site by District representatives.

22 Additional Conditions

This permit is issued subject to the requirements of: (1) Chapter 8821, Texas Special District Local Laws Code; (2) Chapter 36, Texas Water Code, as may be amended; and (3) the District's Rules, as may be amended.

**SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS**

23 Enforcement

The District retains the right to take any and all enforcement actions within its legal authority to enforce compliance with the terms and conditions of this permit.

24 Continuing Jurisdiction of District

This permit is issued subject to the continuing jurisdiction of and supervision by the District, and may be amended from time to time consistent with applicable law, including if the District learns that any of the information set forth in this permit is incorrect on the date issued.

25 Permit Recordation

Within 30 days of the date of issuance of this approved permit from the District, Permittee shall record this permit with the County Clerk of every county in which the well(s) or place of use are located and provide a copy of the recorded permit to the District.

26 References to Law

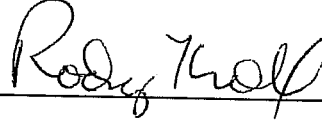
Any reference in this permit to a statute, rule, or other law of any kind, that exists on the date of issuance of the permit includes all subsequent amendments and additions thereto.

27 Other Matters Denied

All other matters requested in Permittee's application that are not specifically granted by this permit are denied.

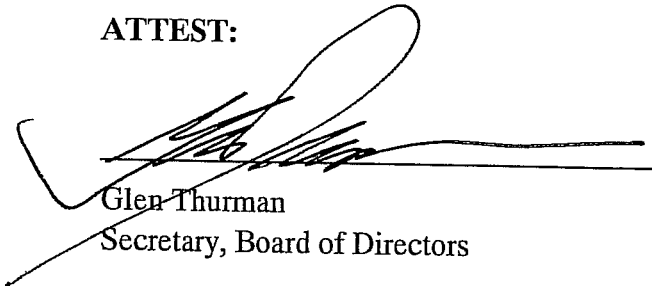
**SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF MCLENNAN, STATE OF TEXAS**

THIS PERMIT IS ISSUED, EXECUTED THIS 23rd day of December, 2010, by the Board of Directors of the Southern Trinity Groundwater Conservation District.



Rodney Kroll,
President, Board of Directors

ATTEST:



Glen Thurman
Secretary, Board of Directors

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF MCLENNAN)

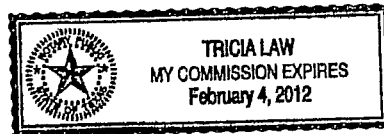
ON BEHALF OF THE DISTRICT, THIS PERMIT WAS ACKNOWLEDGED before me on December 23, 2010, by Rodney Kroll, President, Board of Directors, Southern Trinity Groundwater Conservation District, a groundwater conservation district created pursuant to Article XVI, Section 59, Texas Constitution.



Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Tricia Law, General Manager
Southern Trinity Groundwater Conservation District
P. O. Box 2205
420 North 6th Street
Waco, Texas 76703



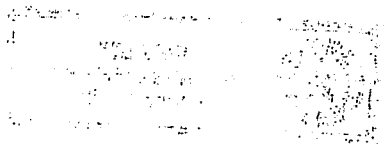
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

J.A. Andy Harwell

December 27, 2010 09:53:36 AM 2010039653

FEE: \$27.00

J.A. "Andy" Harwell County Clerk
McLennan County TEXAS



SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT

P. O. Box 2205
 420 North 6th Street
 Waco, Texas 76703

Phone: (254) 759-5610 southerntrinitygcd@att.net

APPLICATION FOR HISTORIC USE PRODUCTION PERMIT

Part A – General Information

Instructions: Please type or print legibly. Incomplete applications will not be accepted. Application Fee Required: A non-refundable application fee of \$1,000 must accompany this application. Only checks or money orders made payable to “Southern Trinity Groundwater Conservation District” will be accepted. **CASH IS NOT ACCEPTED.**

1. Applicant Information		
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
<input checked="" type="checkbox"/> Government Entity	<input type="checkbox"/> Estate/Trust/Guardianship	
Permit Applicant's Name: City of Waco Water Utilities		
Physical Address: 200 Colcord Ave		
City: Waco	State: TX	Zip Code: 76707
Mailing Address, (if different): PO Box 2570		
City: Waco	State: TX	Zip Code: 76702
Daytime Telephone Number: Fax: 254-750-8032		
Email Address (if any):		
2. Name of Authorized Agent (if any): Richard B. Garrett		
Position: Director of Utilities		
Physical Address: 200 Colcord Ave.		
City: Waco	State: TX	Zip Code: 76707
Mailing Address (if different): PO Box 2570		
City: Waco	State: TX	Zip Code: 76702
Daytime Telephone Numbers of Authorized Agent: 254-750-8040 Fax: 254-750-8032		
Email for Authorized Agent (if any): rickyg@ci.waco.tx.us		

For District Use Only

Date Application Received: _____

Date Admin. Fee Received: _____

Amount of Fee: _____

Historic Groundwater Use and Production Information.

3. Purpose of Historic Use: The purpose(s) for which the groundwater was used during the Historic Use Period. Irrigation Municipal Industrial
 Other (If Other, describe specifically):

4. Purpose of Future Use: Municipal Water Usage

5. Is the place of use within the District boundaries: Yes No

6. If you answered No to Item 5, has a groundwater exportation permit been applied for or obtained from the District or is there a groundwater export agreement or contract in effect prior to January 7, 2010? Yes No

7. If you answered Yes to Item 6, please describe the parties to the agreement, the location outside of the District that the water is used, the amount use, and pipeline route.
n/a

8. Completely describe the place of use of groundwater withdrawn from the well:
The Distribution System for the Public Drinking Water for the City of Waco Customers.

9. If groundwater was withdrawn from the well or placed to a beneficial use by a contract user or predecessor in interest, then provide the name, address, and telephone number of each contract user or predecessor in interest, and provide copies of the legal documents establishing the legal right of the contract user or predecessor in interest to withdraw and/or place groundwater from the well to beneficial use.

1. Harris Creek Water System (no longer in existence), and its wells were acquired by the city in 2000.

2. City of Lacy Lakeview, 501 E. Craven, Waco, Texas 76705- Waco began to provide surface water to Lacy Lakeview pursuant to a contract in 1988 thus alleviating some of the stress on the Trinity aquifer. As part of this agreement, Waco acquired the wells of Lacy Lakeview and the wells have not been in use since that time.

3. Bosqueville-Green Acres WSC, Garry Lane, Waco, Texas 76708- Waco is currently acquiring system and has begun process with TCEQ. City is currently providing all water to these customers by surface water source.

10. If applicable, provide a copy of the map identifying the boundaries of the applicant's Certificate of Convenience and Necessity (CCN).

11. If applicable, describe the number of connections to be serviced by the well: Up to 44,000

12. Maximum Historic Use. State the amount of water that you claim as your Maximum Historic Use during any one year of the Historic Use Period. Maximum Historic Use means the maximum amount of groundwater that an applicant for a Historic Use Production Permit proves was produced and beneficially used without waste from the applicant's non-exempt well during any one calendar year of the Historic Use Period.
 Amount: 157,139,200 gal Units: 482.242 AF Year:2009

13. Provide your use amounts for each year groundwater was withdrawn during the Historical Use Period. If no groundwater was withdrawn for a period listed below, place a zero (0) in the appropriate space (typical units are in gallons, 100 gallons, 1000 gallons, or acre-feet).

2009 Amount: see attached exhibits for all Units:

2008 Amount: see attached Units:

2007 Amount: see attached Units:

2006 Amount: see attached Units:

2005 Amount: see attached Units:

2004 Amount: see attached Units:

2003 Amount: see attached Units:

2002 Amount: see attached Units:

2001 Amount: see attached Units:

2000 Amount: see attached Units:

14. Attach documents to substantiate your claim of Maximum Historic Use. Documentation may include, but is not limited to: production logs showing amount of water pumped, copies of reports to the Texas Commission on Environmental Quality, the Texas Water Development Board, or the Texas Department of Health; reports filed with or created by the Natural Resource Conservation Service or Farm Services Agency or aerial photographs; reports filled with or created by soil and water conservation districts; fuel and electricity use records; and calculations used to estimate well discharge rates if

Application No. _____

the well discharge is not metered. The purpose of supporting documentation is to substantiate your declaration. The information you provide should be labeled, indexed and in a form that can be easily reviewed by the District.

15. Will the proposed use of water unreasonably affect existing groundwater and surface water resources or existing permit holders? Yes No

16. Is the proposed use of water dedicated to a beneficial use? Yes No

17. Is the proposed use of water consistent with the District's management plan? Yes No

**STATEMENT OF COMPLIANCE WITH DISTRICT GROUNDWATER
MANAGEMENT PLAN, DISTRICT RULES, AND COMMITMENT TO WATER
CONSERVATION AND WATER QUALITY PROTECTION**

Please check all that apply:

- Applicant will comply with the District's Groundwater Management Plan.
- Applicant is in compliance with all applicable District rules in effect since December 7, 2007 and will comply with the District's rules.
- Applicant agrees to avoid waste and achieve water conservation.
- Applicant agrees to use reasonable diligence to protect groundwater quality and will follow the District's well plugging guidelines at the time of well closure.
- Applicant affirms that activities constituting the purpose of use for which the groundwater will be beneficially used will be managed to preserve, protect, prevent the pollution, degradation, or harmful alteration of, control and prevent the waste of, prevent the escape of groundwater from, and achieve the conservation of groundwater in and produced from, the aquifer.

CERTIFICATION†

I, the undersigned applicant, subscribe and affirm that the information provided herein is true and correct. I also understand that it shall be considered to be a fraud upon the District for any applicant to knowingly give erroneous information in this application.

Signed: Richard B. Garrett

Date: 5/03/2010

Printed Name: Richard B. Garrett

Title: Director, Utilities

† If the applicant is an individual, the application shall be signed by the applicant or a duly appointed agent. An agent shall provide written evidence of his or her authority to represent the applicant. If the applicant is an individual doing business under an assumed name, the applicant shall attach to the application an assumed name certificate filed with the county clerk of the county in which the principal place of business is located or with the Texas Secretary of State.

A joint application shall be signed by each applicant or each applicant's duly authorized agent with written evidence of such agency submitted with the application. If a well or proposed well is owned by both husband and wife, each person shall sign the application. Joint applicants shall select one among them to act for and represent the others in pursuing the application with the District with written evidence of such representation to be submitted with the application.

If the application is by a partnership, the application shall be signed by one of the general partners. If the applicant is a partnership doing business under an assumed name, the applicant shall attach to the application an assumed name certificate filed with the county clerk of the county in which the principal place of business is located or with the Texas Secretary of State. The name of the partnership must be followed by the words "a partnership." If the applicant is an estate or guardianship, the application shall be signed by the duly appointed guardian or representative of the estate and a current copy of the letters testamentary issued by the court shall be attached to the application.

If the applicant is a corporation, public district, county, municipality or other corporate entity, the application shall be signed by a duly authorized official. Written evidence in the form of bylaws, charters, or resolutions specifying the authority of the official to take such action shall be submitted along with the application. A corporation may file a corporate affidavit as evidence of a corporate official's authority to sign.

If the applicant is acting as trustee for another, the applicant shall sign as trustee and in the application shall disclose the nature of the trust agreement and give the name and current address of each trust beneficiary. The application must designate the trustee's name followed by the word "trustee," and the name of the trust for which the trustee is acting.

STATE OF TEXAS

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COUNTY OF

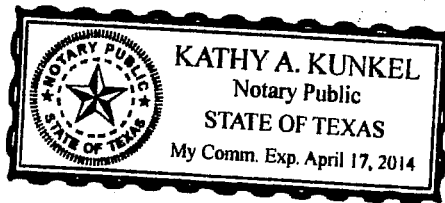
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BEFORE ME, a notary public, on this day personally appeared: Ricky Garrett
Ricky Garrett who stated that: (1) he/she has read the
foregoing application and any supporting attachments and that the statements contained
therein are true and accurate; and (2) that he/she is duly authorized to sign this
application on behalf of the permit applicant.

Subscribed and sworn to before me on this 3rd day of May, 2010.

Kathy A Kunkel

Notary Signature



SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS. THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS.

JPMorgan Chase Bank, N.A.

Waco, TX

437966

THE CITY OF WACO

WACO, TEXAS

VOID AFTER 1 YEAR FROM ISSUE

No. 43796

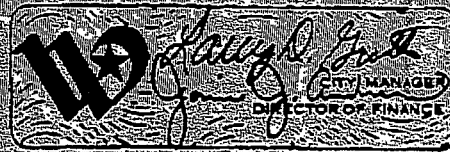
04/29/2010

PAY THE ONE THOUSAND AND 00/100 DOLLARS

\$*****1,000.00

TO THE ORDER OF

SOUTHERN TRINITY GCD
PO BOX 2205
WACO TX 76703



COUNTERSIGNED

437966 042910 28481

04/29/2010

437966

INVOICE

AMOUNT | INVOICE

AMOUNT | INVOICE

No. 43796

APPLICATION

1,000.00

AMOUNT

RECEIPT

DATE 5/3/10 No. 248740

RECEIVED FROM City of Waco \$ 1000.00

One thousand and 00/100 DOLLARS

FOR RENT
 FOR WAPP-2010-047

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> MONEY ORDER
BAL DUE		<input checked="" type="radio"/> CHECK
		<input type="radio"/> CREDIT CARD

437966 FROM City of Waco TO City of Waco

BY [Signature]

1182

SOUTHERN TRINITY GCD

28481

\$*****1,000.00

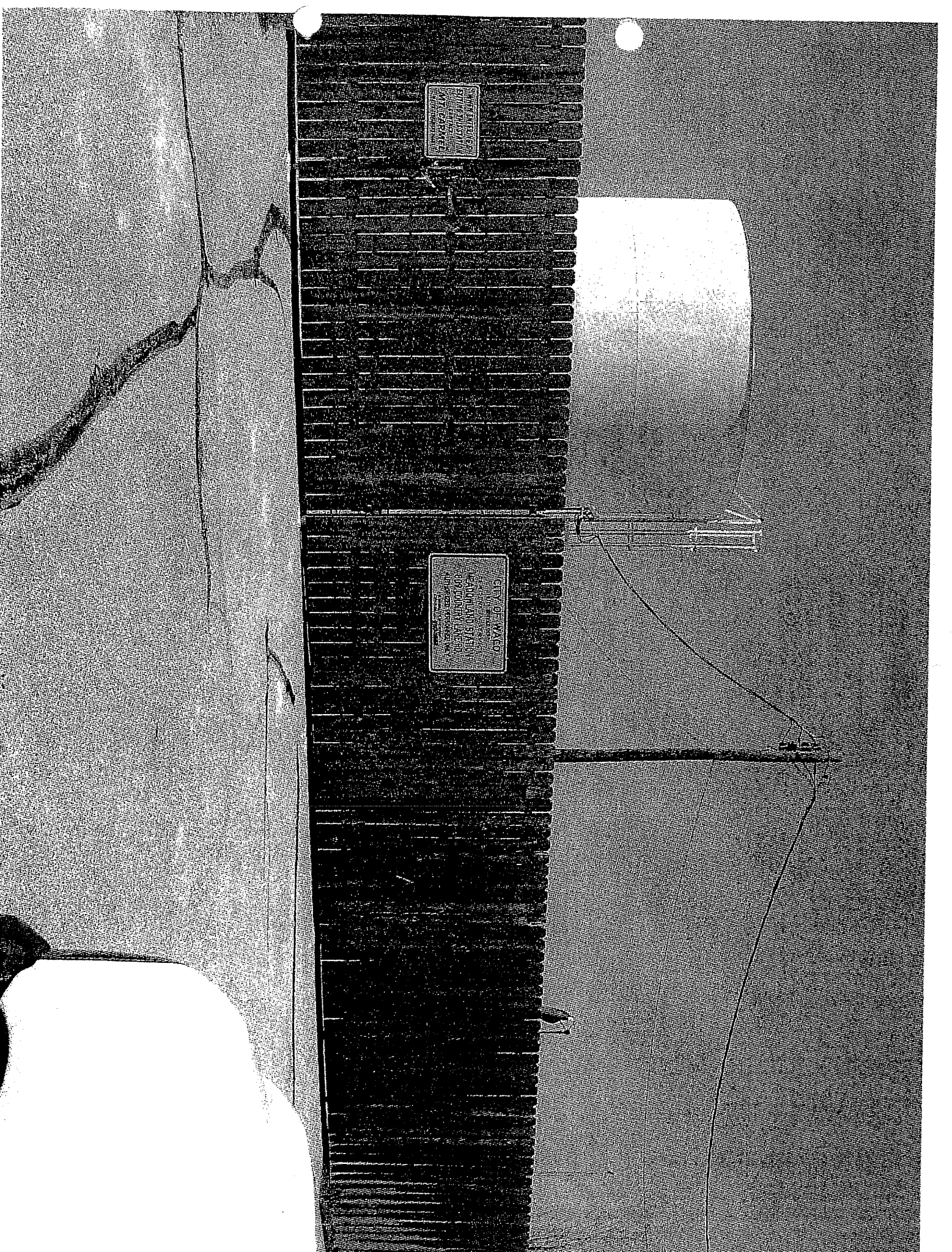
NON-NEGOTIABLE

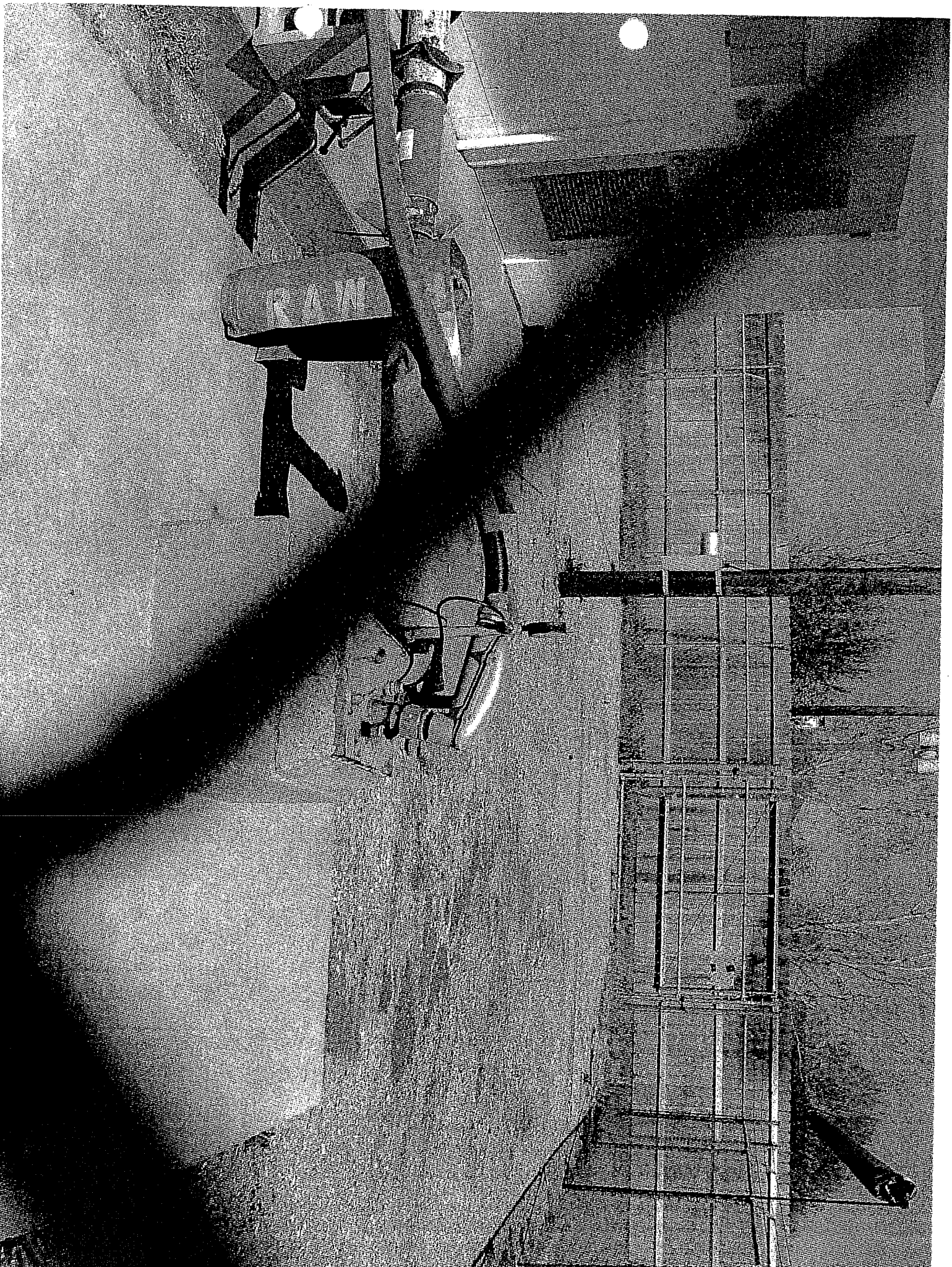
THE CITY OF WACO
WACO, TEXAS

DETACH THIS STUB BEFORE DEPOSITING

STGWCD- HUPP Application - Part B - Well Information (one form per well)

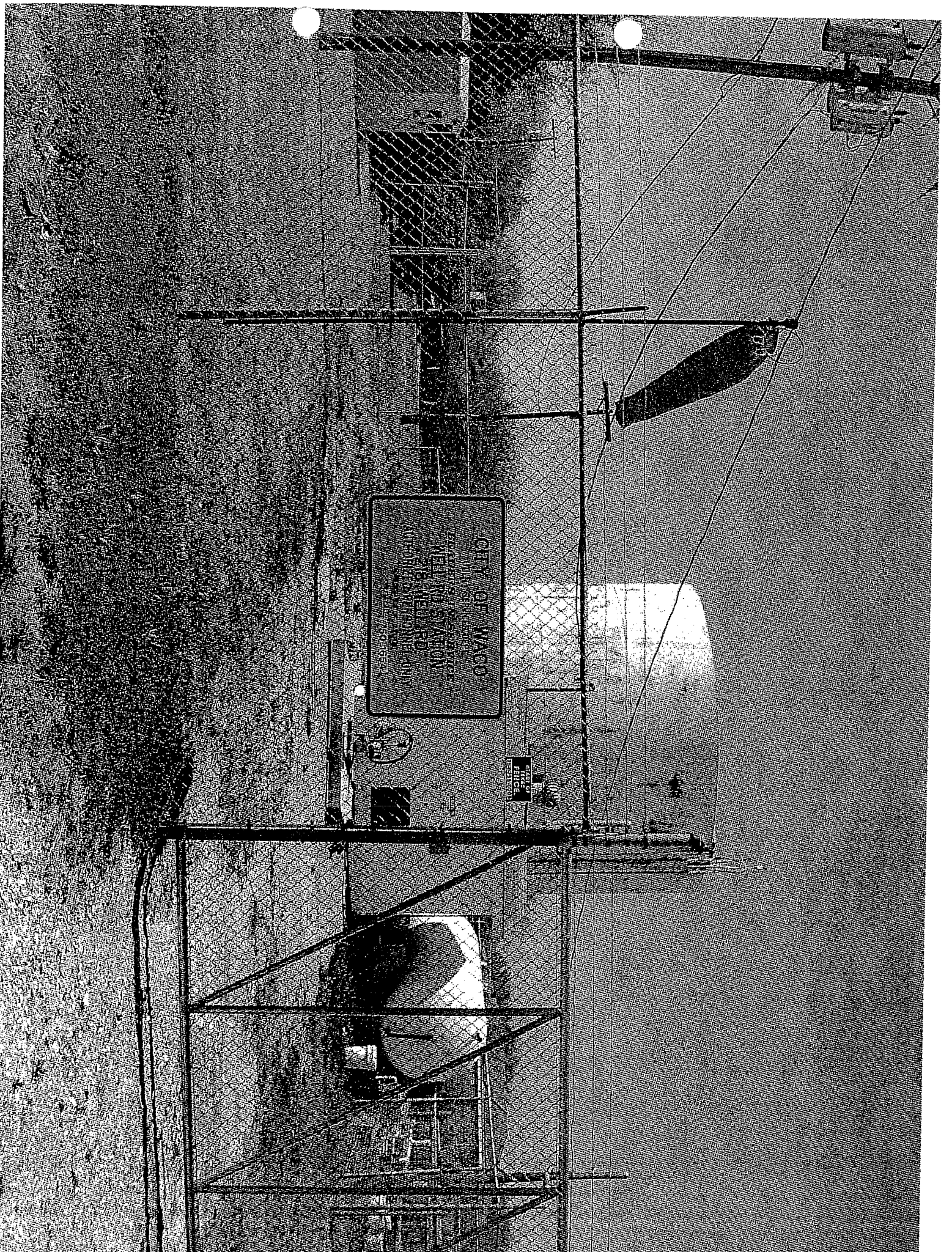
1. Applicant Name: <u>City of Waco</u>	
2. Well Identifier or Well Name: <u>Meadowlands</u>	
3. System Name: <u>City of Waco</u>	
4. TCEQ System ID Number: <u>403 8203</u>	
5. If applicable, please attach a copy of the applicant's most recent water conservation plan and drought contingency plan prepared for TCEQ.	
6. TWDB ID Number: <u>49132963</u>	
7. Aquifer(s) or formations in which the well is screened: <u>Trinity - 217HSTN</u>	
8. Address of the property upon which the well is located: ⁸⁰⁹ <u>Country Lane Rd</u>	
9. Well Location: Latitude:	D <u>31</u> M <u>28</u> S <u>55</u>
Longitude:	D <u>97</u> M <u>17</u> S <u>32</u>
10. Identify any surface water, including lakes or rivers within 1,000 feet of the well:	
11. Well or Driller's Log. Please attach a copy of the State Well Report and, if available, any geophysical logs for the well.	
12. Please attach a photograph of the well taken approximately 100 feet from the well.	
13. Please attach a copy of a recorded deed or other legal document verifying the applicant's ownership of the well. Disregard this requirement if the deed was sent with your Application for Interim Production Status and there has been no change.	
14. Year well drilled: <u>1988</u> Year well completed and operational:	
15. Pump Information: Pump Make and Model: <u>Crown 6L 160 19A</u>	
Pump power source: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Diesel <input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Other	
Casing Material <input checked="" type="checkbox"/> Steel <input type="checkbox"/> PVC	
Size of well casing: ^{8 5/8} inches Inside diameter of column pipe: <u>6</u> inches	
16. The maximum rate at which water can be withdrawn from the well: <u>240</u> gpm	
17. Flow Meter Make and Model: <u>Sensas 4'</u>	
Serial Number: <u>50985</u> Meter Units:	
Meter reading end of 2008: Amount: <u>44763.4</u> Units: Date: <u>12-31-2008</u>	
Meter reading end of 2009: Amount: <u>50985</u> Units: Date: <u>12-31-2009</u>	

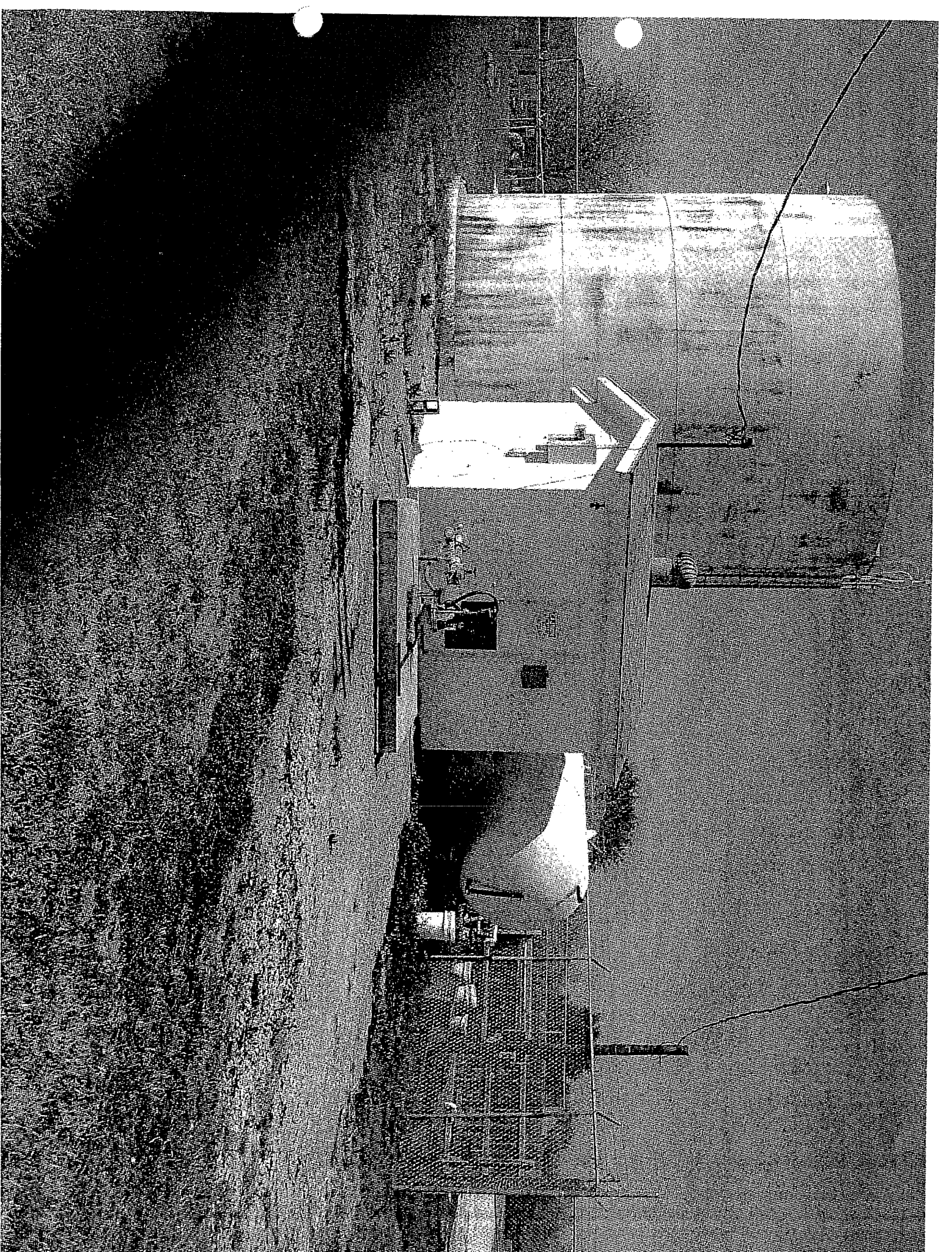




STGWCD- HUPP Application - Part B - Well Information (one form per well)

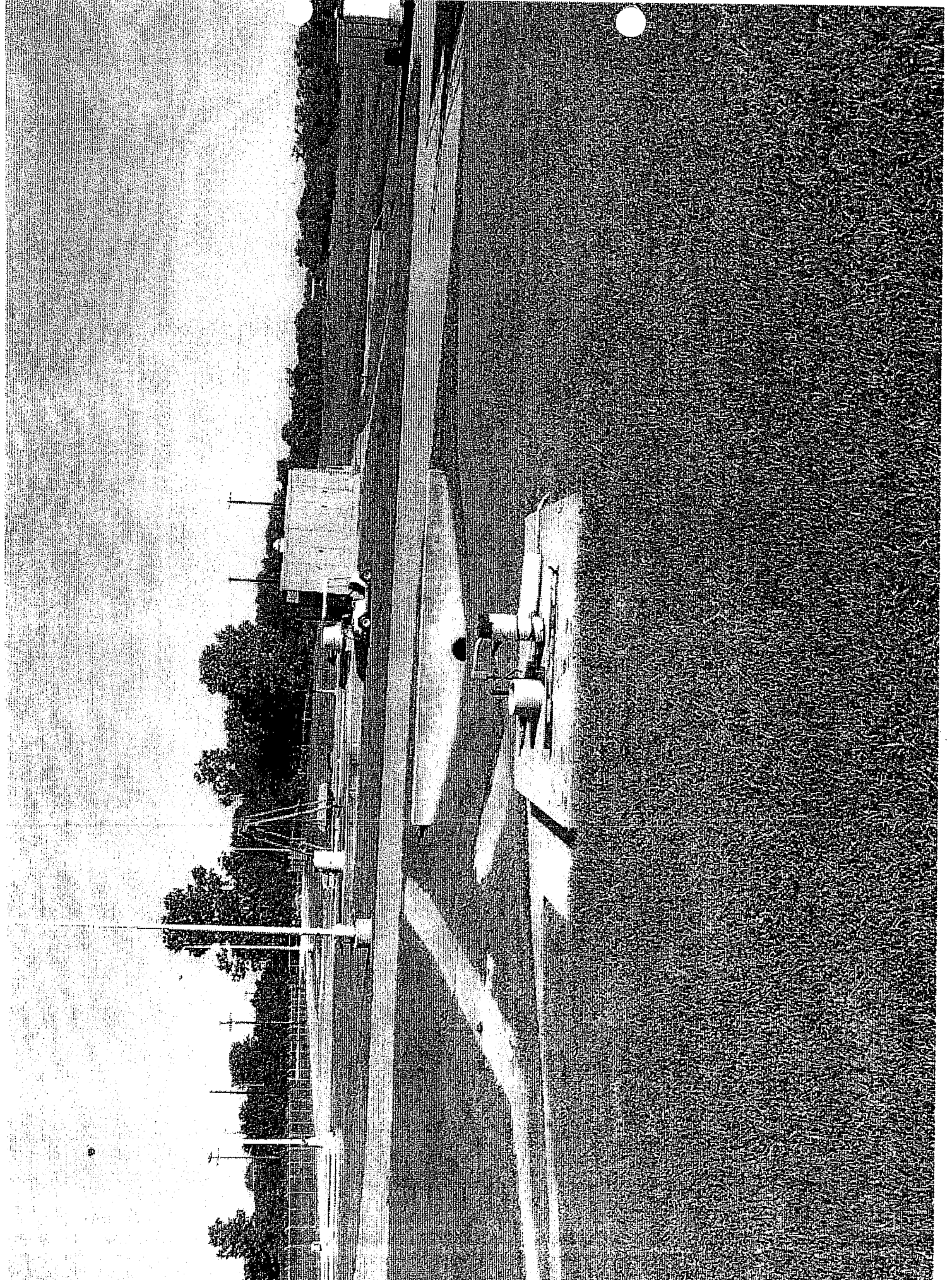
1. Applicant Name: <u>City of Waco</u>			
2. Well Identifier or Well Name: <u>Well Road (Harris Creek)</u>			
3. System Name: <u>City of Waco</u>			
4. TCEQ System ID Number: <u>403 8202</u>			
5. If applicable, please attach a copy of the applicant's most recent water conservation plan and drought contingency plan prepared for TCEQ.			
6. TWDB ID Number: <u>49132962</u>			
7. Aquifer(s) or formations in which the well is screened: <u>Trinity - 218 HNH5</u>			
8. Address of the property upon which the well is located: <u>218 Well Rd.</u>			
9. Well Location: Latitude:		D <u>31</u>	M <u>28</u> S <u>26</u>
Longitude:		D <u>97</u>	M <u>18</u> S <u>35</u>
10. Identify any surface water, including lakes or rivers within 1,000 feet of the well:			
11. Well or Driller's Log. Please attach a copy of the State Well Report and, if available, any geophysical logs for the well.			
12. Please attach a photograph of the well taken approximately 100 feet from the well.			
13. Please attach a copy of a recorded deed or other legal document verifying the applicant's ownership of the well. Disregard this requirement if the deed was sent with your Application for Interim Production Status and there has been no change.			
14. Year well drilled: <u>1972</u> Year well completed and operational:			
15. Pump Information: Pump Make and Model: <u>Crown 61925012a</u>			
Pump power source: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Diesel <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other			
Casing Material <input checked="" type="checkbox"/> Steel <input type="checkbox"/> PVC			
Size of well casing: <u>8 5/8</u> inches		Inside diameter of column pipe: <u>6</u> inches	
16. The maximum rate at which water can be withdrawn from the well: <u>240</u> gpm			
17. Flow Meter Make and Model: <u>Sensus 3"</u>			
Serial Number: <u>66041782</u>		Meter Units:	
Meter reading end of 2008: Amount: <u>914800</u>		Units:	Date: <u>12-31-2008</u>
Meter reading end of 2009: Amount: <u>1975</u>		Units:	Date: <u>12-31-2009</u>

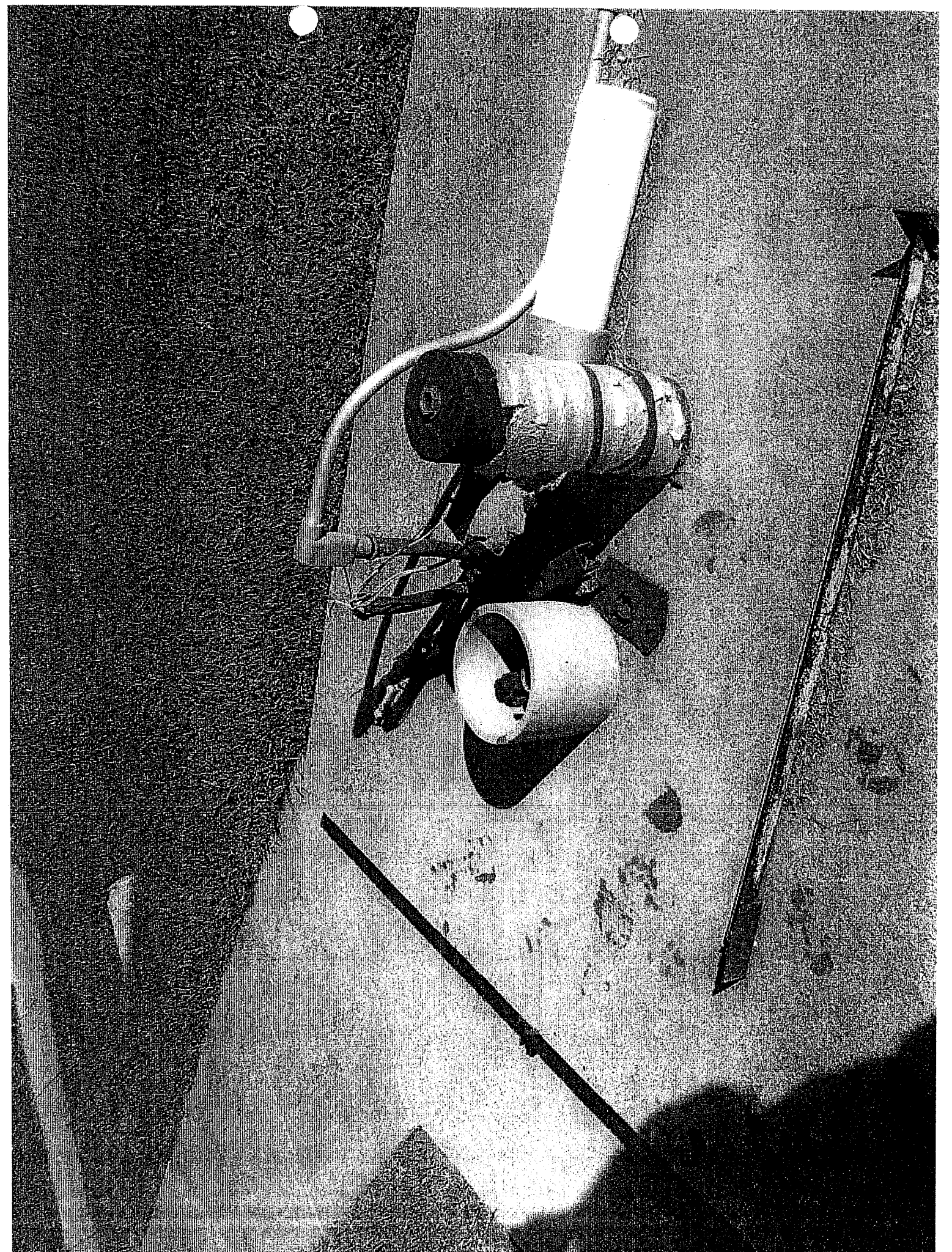




STGWCD- HUPP Application - Part B – Well Information (one form per well)

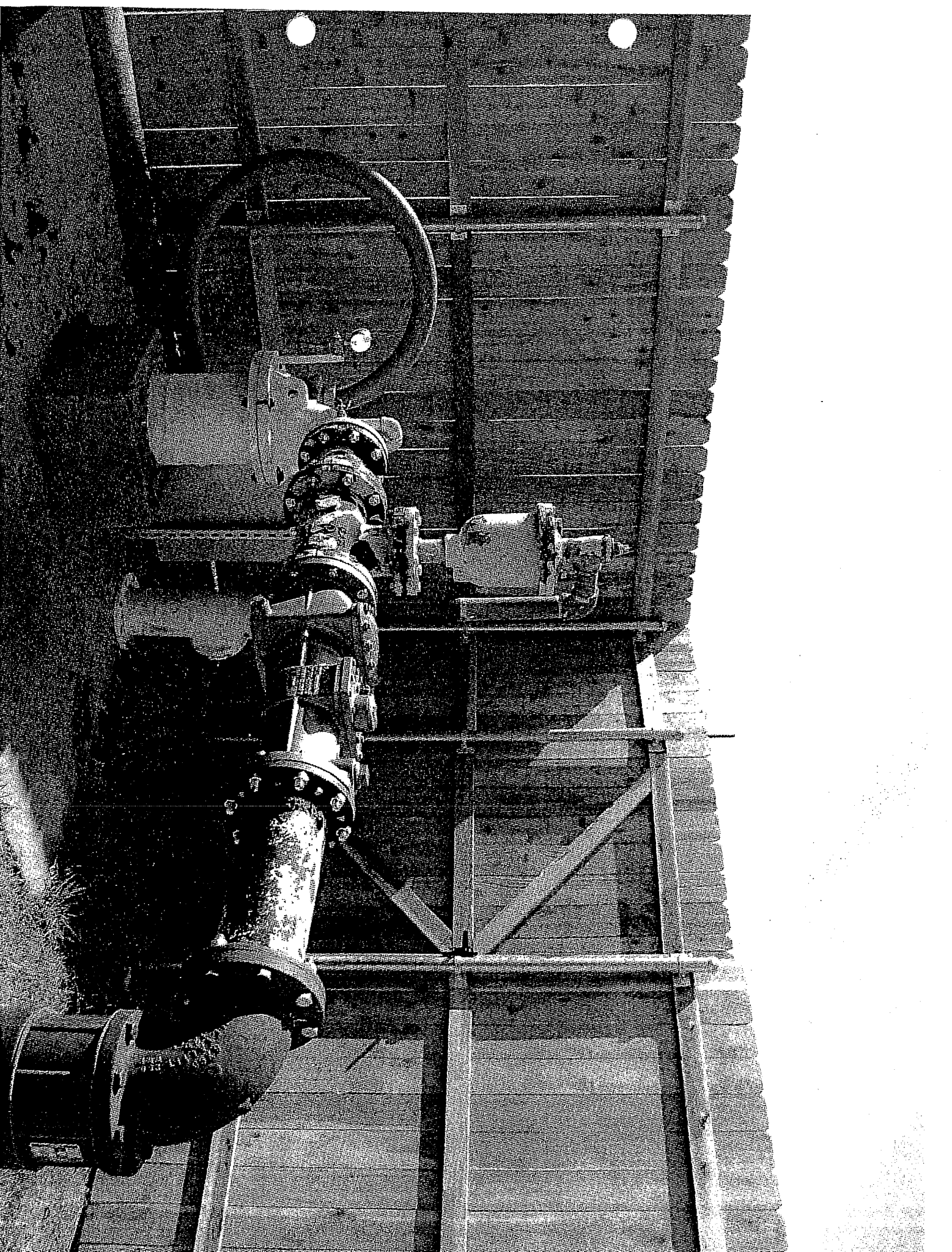
1. Applicant Name: <i>City of Waco</i>		
2. Well Identifier or Well Name: <i>BRA Treatment Plant</i>		
3. System Name: <i>City of Waco</i>		
4. TCEQ System ID Number: <i>4032813</i>		
5. If applicable, please attach a copy of the applicant's most recent water conservation plan and drought contingency plan prepared for TCEQ.		
6. TWDB ID Number: <i>51016024</i>		
7. Aquifer(s) or formations in which the well is screened: <i>217 HSTN</i>		
8. Address of the property upon which the well is located: <i>1147 Treatment Plant Rd.</i>		
9. Well Location:	Latitude:	D <i>31</i> M <i>31</i> S <i>07</i>
	Longitude:	D <i>97</i> M <i>04</i> S <i>02</i>
10. Identify any surface water, including lakes or rivers within 1,000 feet of the well:		
11. Well or Driller's Log. Please attach a copy of the State Well Report and, if available, any geophysical logs for the well.		
12. Please attach a photograph of the well taken approximately 100 feet from the well.		
13. Please attach a copy of a recorded deed or other legal document verifying the applicant's ownership of the well. Disregard this requirement if the deed was sent with your Application for Interim Production Status and there has been no change.		
14. Year well drilled: <i>1981</i> Year well completed and operational: <i>1983</i>		
15. Pump Information: Pump Make and Model: <i>Byren Jackson 5HP</i>		
Pump power source: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Diesel <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other		
Casing Material <input checked="" type="checkbox"/> Steel <input type="checkbox"/> PVC		
Size of well casing: <i>6</i> inches Inside diameter of column pipe: <i>2.5</i> inches		
16. The maximum rate at which water can be withdrawn from the well: <i>25</i> gpm		
17. Flow Meter Make and Model:		
Serial Number:		Meter Units:
Meter reading end of 2008: Amount:	Units:	Date:
Meter reading end of 2009: Amount:	Units:	Date:

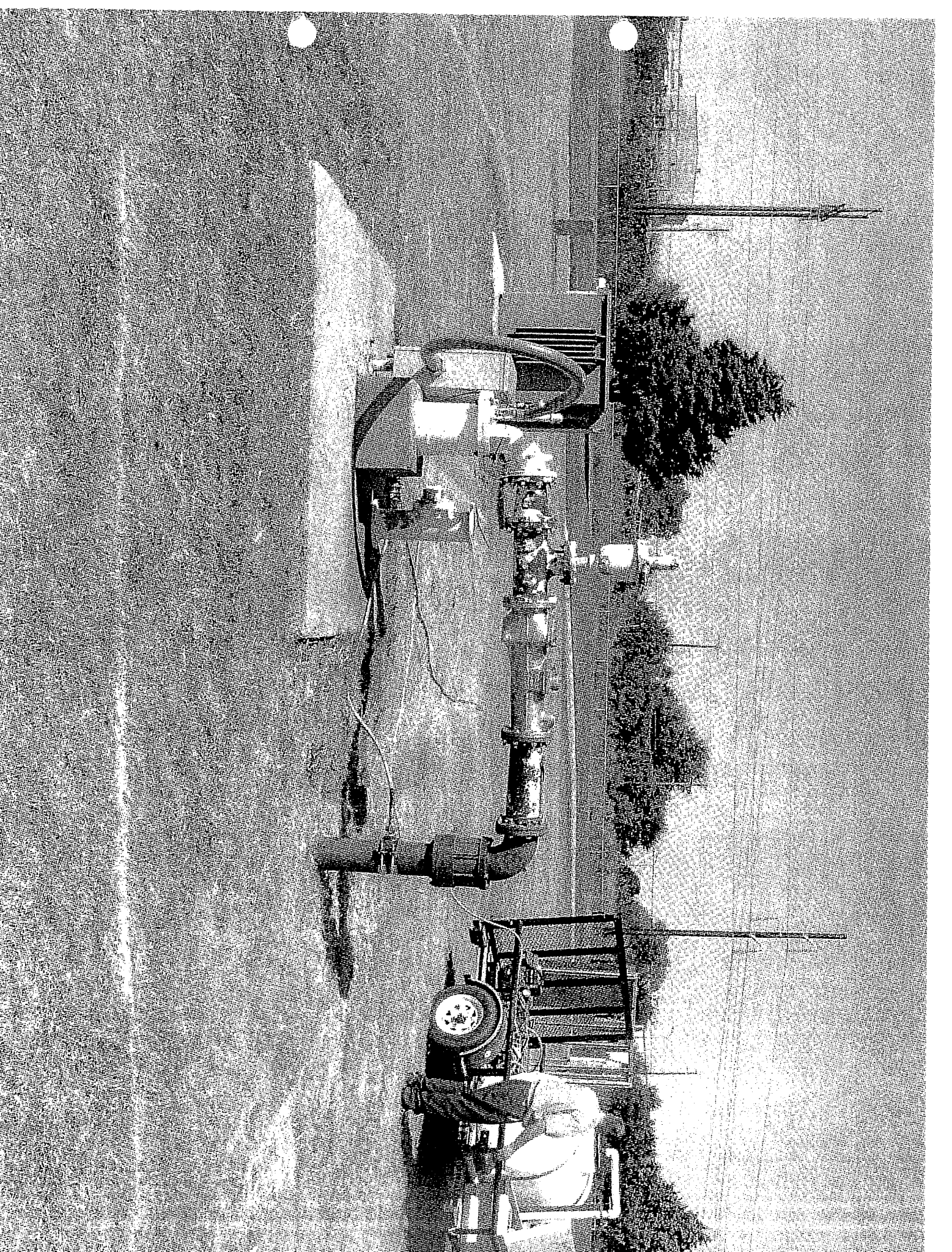




STGWCD- HUPP Application - Part B - Well Information (one form per well)

1. Applicant Name: <i>City of Waco</i>		
2. Well Identifier or Well Name: <i>Cotton wood</i>		
3. System Name: <i>City of Waco</i>		
4. TCEQ System ID Number: <i>403 1805</i>		
5. If applicable, please attach a copy of the applicant's most recent water conservation plan and drought contingency plan prepared for TCEQ.		
6. TWDB ID Number: <i>49132839</i>		
7. Aquifer(s) or formations in which the well is screened: <i>Trinity - 217 HSTN</i>		
8. Address of the property upon which the well is located: <i>5502 Beverly Dr, Waco, TX</i>		
9. Well Location:	Latitude:	D <i>31</i> M <i>30</i> S <i>11</i>
	Longitude:	D <i>97</i> M <i>10</i> S <i>04</i>
10. Identify any surface water, including lakes or rivers within 1,000 feet of the well:		
11. Well or Driller's Log. Please attach a copy of the State Well Report and, if available, any geophysical logs for the well.		
12. Please attach a photograph of the well taken approximately 100 feet from the well.		
13. Please attach a copy of a recorded deed or other legal document verifying the applicant's ownership of the well. Disregard this requirement if the deed was sent with your Application for Interim Production Status and there has been no change.		
14. Year well drilled: <i>1990</i> Year well completed and operational:		
15. Pump Information: Pump Make and Model: <i>Byron Jackson 8MQH-24</i>		
Pump power source: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Diesel <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other		
Casing Material <input checked="" type="checkbox"/> Steel <input type="checkbox"/> PVC		
Size of well casing: <i>10.75</i> inches Inside diameter of column pipe: <i>6</i> inches		
16. The maximum rate at which water can be withdrawn from the well: <i>350</i> gpm		
17. Flow Meter Make and Model: <i>Sensus 6"</i>		
Serial Number: <i>67945240</i> Meter Units:		
Meter reading end of 2008: Amount: Units: Date:		
Meter reading end of 2009: Amount: <i>23943</i> Units: Date: <i>12-31-2009</i>		



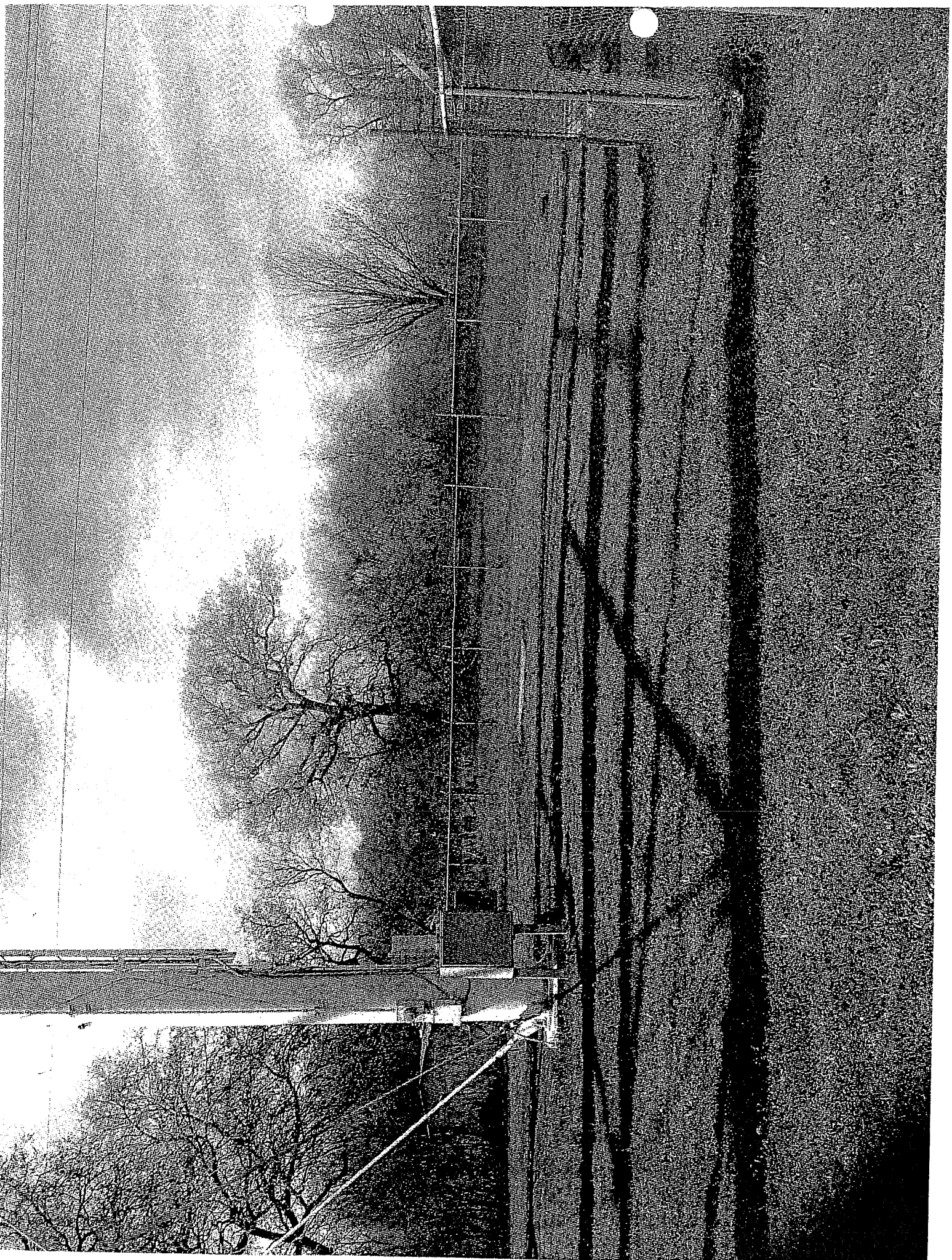


STGWCD- HUPP Application - Part B - Well Information (one form per well)

1. Applicant Name: <i>City of Waco</i>	
2. Well Identifier or Well Name: <i>Lacy Lakewood Well #1</i>	
3. System Name: <i>City of Waco</i>	
4. TCEQ System ID Number: <i>4024905</i>	
5. If applicable, please attach a copy of the applicant's most recent water conservation plan and drought contingency plan prepared for TCEQ.	
6. TWDB ID Number: <i>49132699</i>	
7. Aquifer(s) or formations in which the well is screened: <i>Trinity - 217HSTN</i>	
8. Address of the property upon which the well is located: <i>319 N Lacywood Dr.</i>	
9. Well Location: Latitude:	D <i>31</i> M <i>37</i> S <i>47</i>
Longitude:	D <i>97</i> M <i>06</i> S <i>17</i>
10. Identify any surface water, including lakes or rivers within 1,000 feet of the well:	
11. Well or Driller's Log. Please attach a copy of the State Well Report and, if available, any geophysical logs for the well.	
12. Please attach a photograph of the well taken approximately 100 feet from the well.	
13. Please attach a copy of a recorded deed or other legal document verifying the applicant's ownership of the well. Disregard this requirement if the deed was sent with your Application for Interim Production Status and there has been no change.	
14. Year well drilled: <i>1975</i> Year well completed and operational:	
15. Pump Information: Pump Make and Model: <i>Byron Jackson 19LQ</i>	
Pump power source: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Diesel <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other	
Casing Material <input checked="" type="checkbox"/> Steel <input type="checkbox"/> PVC	
Size of well casing: <i>16</i> inches Inside diameter of column pipe: <i>6</i> inches	
16. The maximum rate at which water can be withdrawn from the well: <i>700</i> gpm	
17. Flow Meter Make and Model:	
Serial Number: <i>M 2283964</i>	Meter Units: _____
Meter reading end of 2008: Amount: <i>227284</i> Units:	Date: _____
Meter reading end of 2009: Amount: <i>227284</i> Units:	Date: _____

STGWCD- HUPP Application - Part B - Well Information (one form per well)

1. Applicant Name: <i>City of Waco</i>		
2. Well Identifier or Well Name: <i>Lacy Lakeview</i>		
3. System Name: <i>City of Waco</i>		
4. TCEQ System ID Number: <i>4032104</i>		
5. If applicable, please attach a copy of the applicant's most recent water conservation plan and drought contingency plan prepared for TCEQ.		
6. TWDB ID Number: <i>49132845</i>		
7. Aquifer(s) or formations in which the well is screened: <i>Trinity - 217HSTN</i>		
8. Address of the property upon which the well is located: <i>Frost + Old Central</i>		
9. Well Location:	Latitude:	D <i>31</i> M <i>37</i> S <i>15</i>
	Longitude:	D <i>97</i> M <i>06</i> S <i>43</i>
10. Identify any surface water, including lakes or rivers within 1,000 feet of the well:		
11. Well or Driller's Log. Please attach a copy of the State Well Report and, if available, any geophysical logs for the well.		
12. Please attach a photograph of the well taken approximately 100 feet from the well.		
13. Please attach a copy of a recorded deed or other legal document verifying the applicant's ownership of the well. Disregard this requirement if the deed was sent with your Application for Interim Production Status and there has been no change.		
14. Year well drilled: _____ Year well completed and operational: _____		
15. Pump Information: Pump Make and Model: <i>Well is Plugged</i>		
Pump power source: <input type="checkbox"/> Electric <input type="checkbox"/> Diesel <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other		
Casing Material <input type="checkbox"/> steel <input type="checkbox"/> PVC		
Size of well casing: _____ inches Inside diameter of column pipe: _____ inches		
16. The maximum rate at which water can be withdrawn from the well: _____ gpm		
17. Flow Meter Make and Model:		
Serial Number: _____ Meter Units: _____		
Meter reading end of 2008: Amount: _____ Units: _____ Date: _____		
Meter reading end of 2009: Amount: _____ Units: _____ Date: _____		



LACY LAKEVIEW
FROST ST
OVERHEAD STORAGE #1
PHEN. # 254.793.2458



(Revised 4/01 - Graphics Dept. Job #0776)

AGENDA ITEM

Submittal Date: 09-15-05	Originating Department: Water Utilities	Presentation By: Ricky Garrett, P.E., Director of Utilities	Reference #: 2005-558
Council Date: 10-04-05			

Motion:

Move to approve a resolution authorizing the City Manager to execute (1) an Agreement for the Reservation of Raw Water and Sale & Delivery of Treated Water - Wholesale Customer with the City of Lacy Lakeview, Texas, (2) an Agreement to Convey Determinable Estate in Water Wells to the City of Waco by the City of Lacy Lakeview, and (3) all other documents necessary to complete this transaction. .

Background: The City of Waco entered into an "Agreement for the Sale and Delivery of Treated Water" with the City of Lacy Lakeview on January 20, 1999. The terms of the Agreement were for a period of twenty (20) years with an additional extension of twenty (20) years. Under that agreement, Lacy Lakeview's rates were calculated in accordance with the uniform wholesale rate methodology that was the "utility basis" and employed a "true up" calculation.

In the summer of 2004, Waco initiated contacts with the wholesale customers to determine their receptiveness to renegotiating contractual terms that would be more reflective of the cost of wholesale service and reduce the cash flow burden upon Waco associated with the wholesale service. In order to acknowledge the wholesale customers cooperation, Waco proposed to provide the interested cities the opportunity to enter into a long-term fixed price to reserve raw water at the then current cost.

Recognizing the opportunity to secure a long-term water supply for its citizens, Lacy Lakeview was open to renegotiating the existing agreement.

Continued on next page

Project Schedule: Agreement to be effective October 1, 2005.

Action:	Cost: See Fiscal Impact
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance
<input type="checkbox"/> Proclamation	<input type="checkbox"/> Special Presentation
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Council Report
<input type="checkbox"/> Financial Report	<input type="checkbox"/> Other
	Budgeted
	Actual
	Acct. Name
	Acct. Number
	Other Funding

Fiscal Impact: The City of Waco should generate approximately \$79,582.00 in revenue from the Raw Water Reservation Fee annually in addition to receiving revenues from the sale of treated water to the City of Lacy Lakeview.

Reviewed and Approved:

Finance Purchasing Information Technology Fleet Services Legal City Manager's Office

FOR CITY SECRETARY'S USE ONLY

Approved Approved By Consent Denied Other _____

Resolution #: _____

City Secretary's File #: _____

Ordinance #: _____

Cross Reference #: _____

The resolution will authorize execution of (1) an Agreement for the Reservation of Raw Water and Sale & Delivery of Treated Water - Wholesale Customer with the City of Lacy Lakeview, Texas, (2) an Agreement to Convey Determinable Estate in Water Wells to the City of Waco by the City of Lacy Lakeview, and (3) all other documents necessary to complete this transaction.

Among the provisions of the agreements are the following terms and conditions:

1. The term of Agreement for Raw Water Reservation and Sale & Delivery of Treated Water is for forty (40) years.
2. Lacy Lakeview will reserve 1.0 MGD of raw water at \$71 per acre foot for an annual raw water reservation fee during the term of the agreement of \$79,582.00 per year.
3. Lacy Lakeview's wholesale water rates to be based upon the incremental cost of current water plant capacity additions.
4. Rates will be based upon the cash basis and the "true up" provision of the prior agreement is eliminated for water purchased under the new agreement.
5. In exchange for conveying to Waco a determinable estate in its water wells and agreeing to purchase all of its surface and ground water from Waco, Lacy Lakeview will receive from Waco reservation of another 0.2 MGD of raw water at no additional charge. This will allow Waco to capture water from the well(s) It is a determinable estate under which Waco will acquire fee title to one well and its associated facilities and an easement to a second well that is capped for so long as Lacy Lakeview contracts with Waco for water. Once the contract and any renewals end, the interest in the wells will revert to Lacy Lakeview.

Staff recommends approval of this resolution.

05-558

Resolution 2005-558 authorizing the City Manager to execute (1) an Agreement for the Reservation of Raw Water and Sale & Delivery of Treated Water – Wholesale Customer with the City of Lacy Lakeview, Texas, (2) an Agreement to Convey Determinable Estate in Water Wells to the City of Waco by the City of Lacy Lakeview, and (3) all other documents necessary to complete this transaction.

Approved
Consent

05-558a

05-558
10/04/2005

STATE OF TEXAS
COUNTY OF McLENNAN

§
§
§



AGREEMENT 2006041979
12 PGS

**AGREEMENT TO CONVEY DETERMINABLE ESTATE IN WATER WELLS
TO THE CITY OF WACO, TEXAS BY THE CITY OF LACY LAKEVIEW, TEXAS**

This instrument ("Agreement") is made and entered into effective October 1, 2005, by and between the City of Waco, Texas ("Waco"), and the City of Lacy Lakeview, Texas ("Lacy Lakeview"), both Texas home-rule municipal corporations, acting by and through their authorized representatives, and jointly referred to as "Cities" or "Parties."

RECITALS

WHEREAS, the Cities entered into an agreement in January 1999 for Waco to sale and deliver treated water to Lacy Lakeview; and

WHEREAS, in order to secure a source of treated water for its citizens, Lacy Lakeview has negotiated with Waco a new agreement for the reservation of 1.0 MGD of raw water in Lake Waco and the sale and delivery of treated water from Waco for a term of forty (40) years, hereinafter referred to as "Reservation and Wholesale Agreement," which agreement shall be executed simultaneously with this Agreement; and

WHEREAS, Waco is interested in acquiring the water well that Lacy Lakeview owns and operates as well as a well that has been capped, and Lacy Lakeview is willing to convey one well and associated facilities and convey a right of use in one well, all subject to certain limitations and conditions and in consideration of receiving an additional reservation of raw water,

NOW, THEREFORE, Waco and Lacy Lakeview agree as follows:

A. Obligations, Rights and Responsibilities on Lacy Lakeview.

1. Subject to the terms and provisions of this Agreement, Lacy Lakeview agrees to convey and transfer to Waco a determinable estate in the following described property ("Conveyed Property"):
 - a. A fee simple determinable estate by Special Warranty Deed to the active water well and associated facilities shown on the location map attached as Exhibit A. An inventory of the facilities is attached as Exhibit B.
 - b. A determinable easement in the closed water well and associated facilities shown on the location map attached as Exhibit C. An inventory of the facilities is attached as Exhibit D.
2. The conveyance of the interest in the two wells includes the right to any and all permits for the operation of the well(s). Lacy Lakeview will cooperate with Waco in the transfer and/or acquisition of any permit for the capture of ground water.

Waco will have a right to capture water from either or both water wells in any amount that Waco chooses.

3. If requested by Waco, Lacy Lakeview will grant Waco the right to use easements and rights-of-way held by Lacy Lakeview without charge of any fee for the construction of water transmission lines to convey water from the well(s) to other Waco water transmission lines.
 - a. If additional easements are needed for the construction of the water transmission line, Waco will be responsible for acquiring the easements, but Lacy Lakeview shall cooperate and provide whatever assistance it reasonably can in the acquisition of the easements.
 - b. Lacy Lakeview will have the right to have an additional water tap in any water transmission line constructed by Waco upon payment of the fees required under the Reservation and Wholesale Agreement.
 - c. Should this agreement end as provided in Section D.3. Waco shall retain these grants and easements and continue ownership of any water transmission line constructed.
4. During the term of this Agreement, Lacy Lakeview agrees that Waco shall furnish all of the groundwater and surface water used and/or sold by Lacy Lakeview.

B. Obligations, Rights and Responsibilities on Waco.

1. In consideration for the conveyance of the Conveyed Property under Section A.1, Waco shall reserve for Lacy Lakeview an additional 0.2 MGD of raw water, so that the total amount of raw water reserved for Lacy Lakeview under the Reservation and Wholesale Agreement shall be 1.2 MGD. The billing statement sent to Lacy Lakeview each month shall show the 0.2 MGD as a no charge item.
2. Waco will assume all responsibility for the operation and maintenance of the Conveyed Property when Lacy Lakeview transfers possession, control, and responsibility as provided in Section D.2.
3. Waco will have the right to capture water from either or both wells in such amounts as Waco decides.
4. Waco will have the right to inject water into the well(s) for later capture.
5. If Waco decides to construct a water transmission line to convey water from the well(s), Waco shall work with Lacy Lakeview to determine the route of the transmission line. Waco will be responsible for the construction of the transmission line. If construction of the transmission line requires cutting a Lacy Lakeview street, Waco shall be responsible for repairing the street to its approximate condition prior to the street cut.

C. Disclaimer of Warranties - Water Wells and Related Facilities. Lacy Lakeview hereby disclaims any warranty, representation, covenant, agreement, or guaranty, oral or written, express or implied or by operation of law, with respect to any matter affecting the Water Wells and Related Facilities. As Exhibit E to this Agreement, which is attached hereto and incorporated herein for all purposes, Lacy Lakeview sets forth and discloses any and all suspected defects or problems with the Conveyed Property. Lacy Lakeview shall have no liability to Waco, and Waco releases Lacy Lakeview from any liability (including, but not limited to, contractual and/or statutory actions for contribution or indemnity), for, concerning, or regarding (i) title to the Conveyed Property; (ii) the nature and condition of the Conveyed Property, including, but not limited to, the suitability thereof for any activity or use; (iii) any improvements or substances located thereon; or (iv) the compliance of the Conveyed Property with any laws, rules, ordinances or regulations of any government or other body. BY ITS ACCEPTANCE OF THIS AGREEMENT AND IN CONSIDERATION OF THE CONVEYANCE BY LACY LAKEVIEW HEREIN, WACO ACKNOWLEDGES AND AGREES THAT LACY LAKEVIEW HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY, OR ENVIRONMENTAL CONDITION OF THE CONVEYED PROEPRTY OR THE SUITABILITY OR FITNESS OF THE CONVEYED PROPERTY FOR ANY PARTICULAR PURPOSE OR USE. WACO HEREBY ACCEPTS THE CONVEYED PROPERTY IN THEIR PRESENT CONDITION ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS.

D. Term of Agreement.

1. This Agreement shall be effective on October 1, 2005.
2. Lacy Lakeview will transfer possession, control, and responsibility for the Conveyed Property to Waco at 12:00 a.m. midnight on **October 15, 2006**.
3. When the Reservation and Wholesale Agreement is terminated for any reason, including the default of one of the parties, without the parties entering into some other contract for raw or treated water, all property and rights in property conveyed under Section A.1. and A.2. of this Agreement shall automatically revert to and be owned by Lacy Lakeview without the necessity of any further act on the part of Lacy Lakeview and Lacy Lakeview's reservation of the 0.2 MGD under this agreement shall end. Lacy Lakeview will resume possession, control, and responsibility for the wells.

E. Miscellaneous Provisions

1. **Governing Law.** This Agreement shall be governed by the applicable law of the State of Texas and due performance by each Party or any action arising under this Agreement shall lie in McLennan County, Texas. Jurisdiction and venue shall be in McLennan County, Texas, and each of the Parties submit to personal jurisdiction in the state district courts in such county.

2. **No Waiver.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any third party. No Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas of the United States.
3. **Entire Agreement.** This Agreement and any Exhibits hereto embody the entire agreement and understanding of the Parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the Party against whom enforcement of any amendment, waiver or consent is sought. This Agreement may not be amended or modified except in writing executed by all Parties and authorized by their respective governing bodies.
4. **Partial Invalidity.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.
5. **Duty to Review and Revise.** The Parties will review and revise this Agreement to ensure compliance with the federal and state laws and rules and regulations as necessary.
6. **Survival.** Any provision that by its terms survives the termination of this contract shall bind the Parties' legal representatives, heirs, and assigns as set forth herein.
7. **Assignment.** This Agreement shall not be assignable by either Party without the prior written consent of the other Party nor in contravention of any other provisions contained herein.
8. **Benefits.** This Agreement shall bind, and the benefits thereof shall inure to, the respective Parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns. This Agreement shall not be construed as creating any rights in any third party or any duty to any third party.
9. **Article and Section Headings.** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.

- 10. **Gender and Number.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 11. **Misspelled Words:** Misspelling of one or more words in this contract shall not void this contract. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.
- 12. **Multiple Copies.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

CITY OF WACO, TEXAS

By: *[Signature]*
 Larry D. Groth, P. E., City Manager

ATTEST:
[Signature]
 Patricia W. Ervin, City Secretary

Date Signed: 9/21/06 *10/27/06 OK AS*

THE STATE OF TEXAS §
 §
 COUNTY OF McLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared **Larry D. Groth, P.E.**, City Manager of the City of Waco, Texas, a municipal corporation of the State of Texas, 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 and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of October, 2006.



[Signature]
 Notary Public in and for the State of Texas
MARILYN S. HESSEL
 Name (Printed or Typed)

My Commission Expires: _____

Exhibit A

(map attached – active well location)

1. Lots 7 and 8 in Block 31 of the Lakeview Addition in McLennan County, Texas as shown on recorded plat in the deed records of McLennan County and being the same property conveyed the City of Lacy Lakeview by Q.Z. Valentine, Trustee, by deed dated April 1, 1975, recorded in Vol. 1196 Page 110 of the Deed Records of McLennan County, Texas, and as shown in deed to R.D. Moses et ux to J.E. Passmore by deed dated April 14, 1951, recorded in Vol. 675 Page 86 of the Deed Records of McLennan County, Texas, which conveyance is subject to Easement and Right of Way granted to Texas Power and Light Company by the City of Lacy-Lakeview in document dated February 3, 1982, and recorded at Vol. 1416 Page 98 to the Deed Records of McLennan County, Texas.
2. Lot 6 of Block 31 to the Lakeview Addition to the City of Lacy Lakeview as conveyed by a special warranty deed from Connally Independent School District to the City of Lacy-Lakeview on April 27, 2006, and recorded in the Official Public Records of McLennan County as 2006016597 on May 10, 2006.

Exhibit B

(inventory of active well site)

Well Site # 1 Inventory of Assets

One trinity aquifer well currently in production equipped with the following down in hole equipment.

Byron Jackson 14LQ-16 stage bowl assembly; Rated 700gpm@ 1120'tdh

Byron Jackson 14", 300hp, 2300 volt, submersible motor

1250' - 6" black schedule 40 pipe; threaded and coupled with 8 round thread

1300' - #2 -3 - 5kv submersible cable

2 - surge valves

2 - Airlines

Also included with the well site is the following surface mounted equipment.

2 - each 40 HP, vertical turbine, 460 volt, 3 phase, 6" service pumps

1 - each 155,000 gallon ground storage tank

1 - each steel series NC, model 8603, double flow cooling tower

All related electrical switch gear, pipe and valves associated with the above equipment and within the described boundaries of the well site.

Exhibit C

(map attached – capped well location)

- (1) Streets, public utility easements, and other public rights of way in the City of Lacy Lakeview, Texas and
- (2) Lot B8 (east half of Lot 8) and Lot 9 in Block 5 of the La Frosta Heights Addition within McLennan County, Texas acquired by City of Lacy-Lakeview in Condemnation action found in Docket No. 27113 filed in the County Court at law of McLennan County.

Exhibit D

(inventory of closed well site)

One unused water well that has been capped with a cement cap.

Exhibit E

Set out any problems or suspected problems Lacy Lakeview has knowledge of in the Water Well and associated facilities

The City of Waco has had control of the well site for several months. The City of Lacy Lakeview is not aware of any existing material problems concerning the well site.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

J.A. Andy Harwell

November 06, 2006 03:44:16 PM 2006041979

FEE: \$51.00

J.A. "Andy" Harwell County Clerk
McLennan County TEXAS



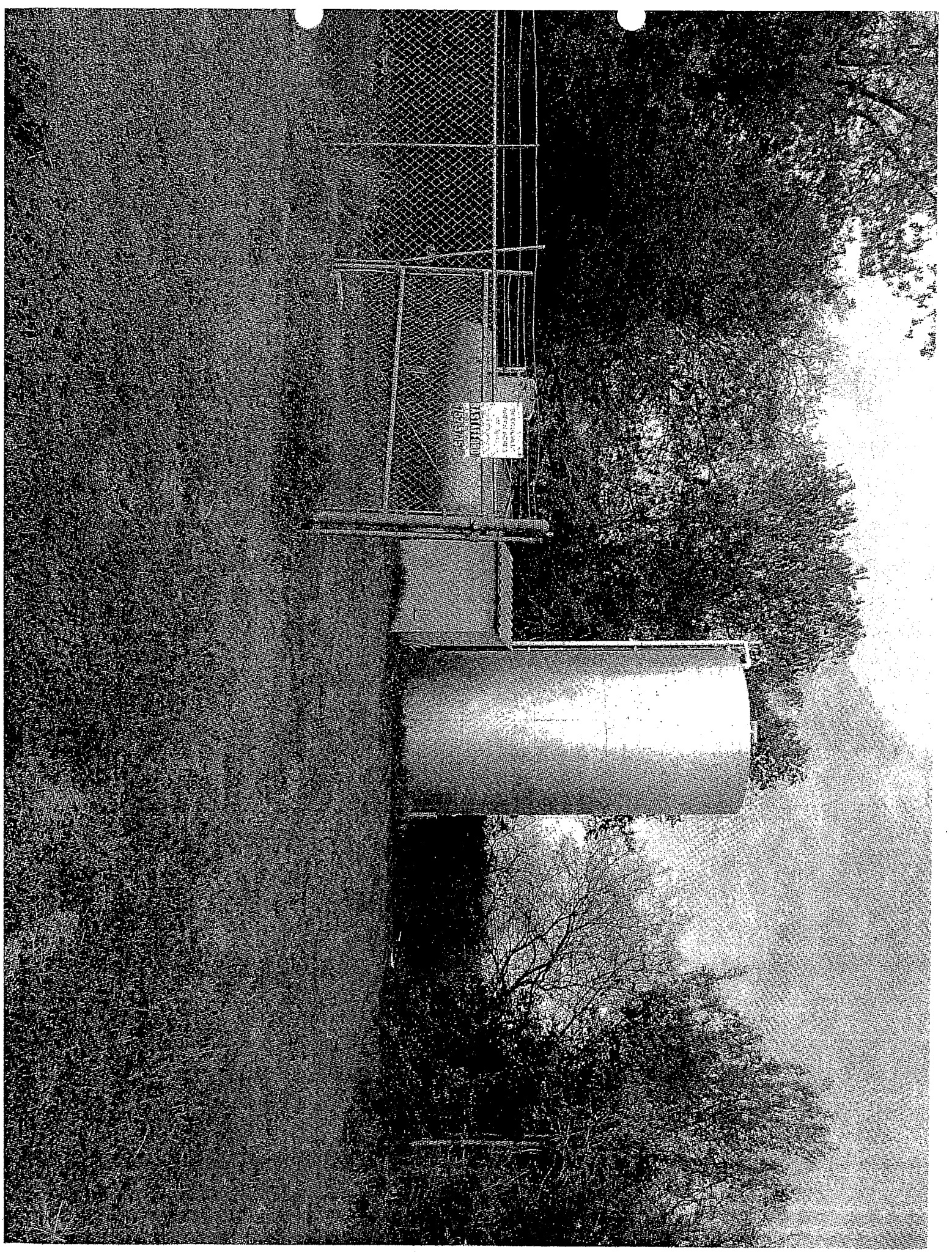
City of Waco
City Attorney's Office
P.O. Box 2570
Waco, Texas 76702-2570

ATTN: ANNETTE JONES

STGWCD- HUPP Application - Part B - Well Information (one form per well)

1. Applicant Name: <i>City of Waco</i>		
2. Well Identifier or Well Name: <i>Bosqueville Green Acres</i>		
3. System Name: <i>City of Waco</i>		
4. TCEQ System ID Number: <i>4031104</i>		
5. If applicable, please attach a copy of the applicant's most recent water conservation plan and drought contingency plan prepared for TCEQ.		
6. TWDB ID Number: <i>498 45782</i>		
7. Aquifer(s) or formations in which the well is screened: <i>211H5TN</i>		
8. Address of the property upon which the well is located: <i>2537 Gary Lane, Waco, TX 76708</i>		
9. Well Location:	Latitude:	D 31 M 37 S 22
	Longitude:	D 97 M 12 S 58
10. Identify any surface water, including lakes or rivers within 1,000 feet of the well:		
11. Well or Driller's Log. Please attach a copy of the State Well Report and, if available, any geophysical logs for the well. <i>Well has been plugged</i>		
12. Please attach a photograph of the well taken approximately 100 feet from the well.		
13. Please attach a copy of a recorded deed or other legal document verifying the applicant's ownership of the well. Disregard this requirement if the deed was sent with your Application for Interim Production Status and there has been no change.		
14. Year well drilled: _____ Year well completed and operational: _____		
15. Pump Information: Pump Make and Model:		
Pump power source: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Diesel <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other		
Casing Material <input checked="" type="checkbox"/> Steel <input type="checkbox"/> PVC		
Size of well casing: <i>6</i> inches Inside diameter of column pipe: <i>1 1/2</i> inches		
16. The maximum rate at which water can be withdrawn from the well: _____ gpm		
17. Flow Meter Make and Model:		
Serial Number: _____ Meter Units: _____		
Meter reading end of 2008: Amount: _____ Units: _____ Date: _____		
Meter reading end of 2009: Amount: _____ Units: _____ Date: _____		





RESTRICTED
NO ENTRY
EXCEPT BY
PERMISSION

