

Final Draft for Comment
R B Ralph Marquez Commission
Larry R Sward Commission
Glenn Shinkle Executive Director

PWS ID #0150054 CO

095 WPS

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 14 2006

Mr Thomas P Pardue P E
Bexar Metropolitan Water District
2047 W Malone
San Antonio Texas 78225

Re BMWD Hill Country Public Water System ID #0150054
~~Proposed Water Well No 5 Wild Turkey Facility #09~~
Engineer Contact Telephone (210) 354 6593
Plan Review Log Number 200601 153
Bexar County Texas

CN600652739 RN101236321

Dear Mr Pardue

The planning material received on January 27 2006 with your letter dated January 26 2006 for the proposed water well has been reviewed. The project generally meets the minimum requirements of the TCEQ's Chapter §290 Rules and Regulations for Public Water Systems (Rules) and is **conditionally approved for construction** if the project plans and specifications meet the following requirements:

- 1 Neat cement shall consist of a mixture of API Spec 10 Class A and water in the ratio of not more than 60 gallons of water per 94 pound sack of cement. A maximum of 6 percent by weight bentonite may be added. [§290.41(c)(3)(C)]
- 2 The space between the casing and drill hole shall be sealed by using enough cement under pressure to completely fill and seal the annular space between the casing and the drill hole. The well casing shall be cemented in this manner from the top of the shallowest formation to be developed to the earth's surface. The driller will utilize a pressure cementation method in accordance with the AWWA Standard for Water Wells (A100.97) Appendix C Section C 3 (Positive Displacement - Exterior Method) Section C 4 (Interior Method - Without Plug) Section C 5 (Positive Placement Interior Method Drillable Plug) Section C 6 (Placement Through Float Shoe Attached to Bottom of Casing). Cementation methods other than those listed in this subparagraph must be approved by the executive director prior to the construction of the well. A cement bonding log as well as any other documentation deemed necessary may be required by the executive director to assure complete sealing of the annular space as required in §290.41(c)(3)(C) of the rules.

Mr Thomas P Pardue P E

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An appointed engineer must notify the TCEQ's Region 13 Office at (210) 490 3096 when construction will start

The design engineer or water system representative is required to notify the Utility Technical Review Team at (512) 239 6960 at least 48 hours before the well casing pressure cementing begins. If pressure cementing is to begin on a Monday then they must give notification on the preceding Thursday. If pressure cementing is to begin on Tuesday then they must give notification on the preceding Friday.

The TCEQ does not approve this well for use as a public water supply at this time. We have enclosed a copy of the Public Well Completion Data Checklist for Interim Approval. We provide this checklist to help you in obtaining interim approval to use this well before we can give final approval.

The submittal consisted of three sheets of engineering drawings technical specifications and an engineering summary. The proposed project consists of

One public water supply open hole well drilled to 860 feet with 420 linear feet (lf) of 16 inch id pressure cemented steel casing. The design capacity of the submersible well pump is 750 gpm at 360 feet of rated total head.

Related yard piping valves fittings and miscellaneous appurtenances

The proposed water well is approximately 200 feet southwest of well No. 2

This approval is for above listed items only

Please keep in mind that within 60 days of project completion the engineer must attest in writing that the project was constructed as described in the approved plans specifications and any change orders filed with the TCEQ as required in §290.39(h)(3) of the Rules.

Please refer to the Utilities Technical Review Team's Log No. 200601 153 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for future submittal to TCEQ for review of improvements to a Public Water System. Every blank on the form must be completed to minimize any delays in review of your project. The document is available on our WEB site at the address shown below.

<http://www.tnrcc.state.tx.us/permitting/waterperm/ud/sf.pdf>

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For future reference you can review part of the Utilities Technical Review Team s database to see if we have received your project This is available on the TCEQ s homepage on the Internet at the following address

[http //www tceq state tx us/assets/public/permitting/watersupply/ud/planrev _list html](http://www.tceq.state.tx.us/assets/public/permitting/watersupply/ud/planrev_list.html)

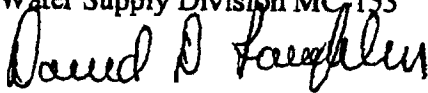
You can download most of the well construction checklists and the latest revision of Chapter 290 Rules and Regulations for Public Water Systems from this site


If you have any questions please contact me at 512/239 0881 or the Internet address PBASNET@tceq.state.tx.us or if by correspondence include MC 153 in the letterhead address below

Sincerely



Prabin Basnet E I T
Utilities Technical Review Team
Water Supply Division MC 153



 Jerry Salgado P E
Utilities Technical Review Team
Water Supply Division MC 153

PB/JAS/ac

cc Scott Oakland 2047 W Malone San Antonio Texas 78225
TCEQ Central Records PWS File 0150054
TCEQ Region No 13 Office San Antonio (w/approved materials)



BEXARMET WATER DISTRICT

DEPARTMENT OF ENGINEERING NOTICE TO PROCEED

Wild Turkey WW5 Facility #095

March 23 2006

To **ALSAY Incorporated**
3359 S E Loop 410
San Antonio Texas 78222

- I You are hereby notified that you are to begin work on the project as described herein within seven (7) days from the date of this letter in accordance with the Special Condition, Time of Completion, in the amount of \$314,900.00
- II Please notify Leonard D Martin @ (210) 354-6537 of the date on which you plan to commence work.
- III Your attention is called to the fact that you have a period of ninety (90) working days within which to complete this project as specified in the aforementioned Section of your contract
- IV Your contract properly executed by officials of the BexarMet Water District is attached for your files

Sincerely

Thomas P Pardue Jr P E
District Area Engineer

cc Contract File
Construction Inspector
Engineering Department
Warehouse Department
Surveying Department
Plans & Records

AN EQUAL OPPORTUNITY EMPLOYER

NTP I

EXHIBIT 28

WATER SUPPLY AGREEMENT

This Agreement is made and entered into effective as of the 1 day of SEP 2005 (Effective Date) by and between BEXAR METROPOLITAN WATER DISTRICT a political subdivision of the State of Texas (the District) and WATER EXPLORATION CO LTD a Texas limited partnership (WEC)

RECITALS

A WEC holds groundwater leases for each of the Borgfeld Tract, described in Exhibit A 1, the Rogers Tract, described in Exhibit A 2, and the Stein Tract, described on Exhibit A 3

B The District desires to produce the groundwater associated with the Tracts and to transport the groundwater produced to the District's existing public water system, so that it can be used to supply water to the District's customers and WEC desires to lease its right, title and interest in the Lease and other property to the District, so that the District may accomplish its purpose in accordance with the terms and conditions of this Agreement

AGREEMENT

For and in consideration of the mutual promises covenants obligations and benefits described in this Agreement the District and WEC agree as follows

ARTICLE I DEFINITIONS

Section 1 01 Definitions As used in this Agreement each of the following terms has the meaning given to it as set out below

Agreement means this Water Supply Agreement entered into by and between the District and WEC together with any and all amendments renewals and extensions thereto

Borgfeld Tract means the property described Exhibit A 1

Borgfeld Tract Lease Agreement means that Amended and Restated Groundwater Lease dated December 27 2001 but effective for all purposes as of February 9 2000 by and between Norfolk Properties Ltd Dymson Ltd and Dickson Family Investments Ltd as Lessors and WEC as Lessee as evidenced by a Memorandum of Groundwater Lease recorded in Volume 8331 Page 63 of the Property Records of Bexar County Texas as amended by that First Amendment to Amended and Restated Groundwater Lease by and between Borgfeld Partners Ltd as Lessor and WEC as Lessee dated April 15 2005 but effective for all purposes as of February 9 2000 recorded at Volume 11387 Page 2308 of the Property Records of Bexar County Texas together with any amendments modifications and addendum relating thereto which are authorized in accordance with the terms of this Agreement

Borgfeld Tract Lessor means Borgfeld Partners Ltd

Delivery System means the groundwater collection, delivery and transportation system (including all pipelines pumping storage and transportation equipment) necessary to deliver the Maximum Sustainable Yield (or such greater volume of groundwater as the District shall determine to be necessary in connection with the operation of that system in connection with those Wells) from the Wells situated on a Tract to the Point of Delivery relating to that Tract

District means the Bexar Metropolitan Water District and its successors and assigns approved in accordance with Section 8 02

Easement Property means the property on a Tract shown as easement property on Exhibit B or any other property that the Parties mutually agree will be the easement property for a Tract

Effective Date will mean the date first set out above

Facilities means (i) the Wells (ii) the Wellhead Equipment, (iii) the Delivery System, (iv) the Meters and (v) any other facilities on the Leased Property

Facilities Delivery Date means the date on which the District has completed the installation or construction of the Well Production Equipment and the Delivery System for a Tract under Section 2 04

Flex Space means the property on a Tract shown as flex space on Exhibit B or any other property that the Parties mutually agree will be the flex space for a Tract

Groundwater District means a groundwater conservation district created under the general laws of this State or by special law including but not limited to the Trinity Glen Rose Groundwater Conservation District and the Edwards Aquifer Authority

Historic Groundwater Benefits will have the meaning set forth in Section 9 01

Initial Maximum Sustainable Yield means the Maximum Sustainable Yield for a Well determined within 180 days of the Effective Date but in no event later than March 15 2006 in accordance with Section 2 01 subject to Section 5 03(d)

Lease Agreement will refer to each of the Borgfeld Tract Lease Agreement the Rogers Tract Lease Agreement, or the Stein Tract Lease Agreement so long as a Tract has not been terminated in accordance with Section 2 01 2 02 7 01 or 7 02

Leased Property will have the meaning set out in Section 3 02

Lessor will refer to each of the Borgfeld Tract Lessor the Rogers Tract Lessor and the Stein Tract Lessor

Maximum Sustainable Yield means for each Tract the maximum amount of water that can be withdrawn from that Tract in any year without materially impairing the long term viability of the aquifer out of which the water is to be withdrawn, as determined under Section 2 01 and Section 7 01 subject to Section 5 03(d)

Meter means the totalizing flow meter to be installed by the District at the wellhead of each of the Wells and at each Point of Delivery

Middle Trinity Aquifer means that groundwater aquifer situated in South Central Texas consisting of those groundwater formations including but not limited to the Cow Creek, Lower Glen Rose and all other hydrological formations which are commonly known as the Middle Trinity aquifer or relate to the Middle Trinity groundwater formation

Minimum Average Well Production for a Tract means an average production of 1 00 acre feet per day per Well per tract, based on a production rate of 226 gpm per Well Minimum Average Well Production for a Tract is to be determined through a thirty six (36) hour pump test for each Well conducted at the time of the District s testing to determine Maximum Sustainable Yield as described in Section 2 01 (a) of this Agreement

"Minimum Water Production for a Well" means a production of 0 50 acre feet per day for each Well based on a production rate of 113 gpm per Well Minimum Water Production for a Well is to be determined through a thirty six (36) hour pump test, conducted at the time of the District s testing to determine Maximum Sustainable Yield as described in Section 2 01 (a) of this Agreement

Minimum Water Quality Standards means all applicable Federal state and local laws regulations and quality standards including but not limited to the TCEQ Primary and Secondary Drinking Water Standards and the Federal Safe Drinking Water Act, excluding (i) any regulations or and quality standards adopted by the District, unless such relate to all public drinking water supply wells owned or operated by the District and (ii) quality issues which are addressed or may be addressed by (A) any standard chlorination or fluoridation treatment or (B) such other treatment which is standard operating treatment prescribed by the District in the ordinary course of business for all other Middle Trinity Aquifer groundwater or (C) blending water produced by a Well with water produced by other Wells on a Tract

Monthly Minimum Payment will have the meaning set forth in Section 5 03

Party means either the District or WEC or their respective successors and assigns approved in accordance with Section 8 02 as the case may be and as the context may require

Permit means any approval registration, permit, authorization license consent and contract or certificate issued or provided or to be provided by a governmental body including a Groundwater District and the TCEQ that is required in connection with the use operation or ownership of a Well

Point of Delivery means for each Tract, that point on the boundary of that Tract where the Delivery System constructed upon that Tract is to be connected to the District's public water system, as determined by the District and approved by WEC which approval will not be unreasonably withheld or delayed

Prime Rate means the prime rate of interest payable quoted in the Wall Street Journal or a similar financial periodical of national circulation as the base rate on corporate loans at large U S Money Center Commercial Banks on the due date per annum

Production Year means a year between the Well Delivery Date and the first anniversary of the Well Delivery Date and between one anniversary of the Well Delivery Date and the next

Rogers Tract means the property described on Exhibit A 2

Rogers Tract Lease Agreement means that certain Groundwater Lease between Shavano Rogers Ranch North No 2 Ltd and Water Exploration Co Ltd dated as of April 15 2002 and that certain Groundwater Lease between Shavano Rogers Ranch North No 3 Ltd and Water Exploration Co Ltd dated as of August 30 2002 together with any amendments modifications and addendum relating thereto which are authorized in accordance with the terms of this Agreement

Rogers Tract Lessor means collectively Shavano Rogers Ranch North No 2 Ltd and Shavano Rogers Ranch North No 3 Ltd

Stem Tract means the property described on Exhibit A 3

Stem Tract Lease Agreement means that certain Groundwater Lease between Arthur Stein and Dennis Stein, as Lessors and WEC as Lessee dated March 6 2000 as amended by that Amendment to Groundwater Lease dated June 26 2000 but effective for all purposes as of March 6 2000 as evidenced by a Memorandum of Groundwater Lease recorded in Volume 8473 Page 1929 of the Property Records of Bexar County Texas as confirmed and ratified by that Ratification and Adoption of Groundwater Lease dated September 28 2001 but effective for all purposes as of March 6 2000 recorded in Volume 9221 Page 86 of the Property Records of Bexar County Texas together with any amendments modifications and addendum relating thereto which are authorized in accordance with the terms of this Agreement

Stem Tract Lessor means Arthur Stein Dennis Stein, and Steinreal Corporation

TCEQ will mean the Texas Commission on Environmental Quality or any successor entity

Tract will refer to each of the Borgfeld Tract, the Rogers Tract, and the Stem Tract so long as that Tract has not been terminated in accordance with Section 2 01 2 02 7 01 or 7 02

Water Conservation Months will mean those months during the term of this Agreement in which (i) the right to use or withdraw groundwater from the Wells situated upon a Tract has been limited by a Groundwater District or any other governmental body to production levels that are less than the amount that what would be necessary for the Wells on that Tract to meet the applicable Minimum Well Production for a Tract (ii) Systemic limitations upon the rights of some or all of BexarMet's retail customers situated within the service area authorized by the District's Certificate of Convenience and Necessity to use water pumped from the Trinity Aquifer or (iii) as to any Tract groundwater is not available from the Wells situated on that Tract in an amount sufficient to meet the applicable Minimum Well Production for a Tract due to hydrological conditions

"Water Credits" shall mean that quantity of water in excess of Monthly Minimum Payment provided to the District by WEC as reimbursement for the District's costs associated with testing and acidization of a well which fails to meet Minimum Water Production for a Well. Such water shall be credited to the District at a rate of \$1.25 per 1,000 gallons.

WEC means Water Exploration Co. Ltd. and its successors and assigns approved in accordance with Section 8.02.

Well means a groundwater well shown on Exhibit B that has not been terminated in accordance with Section 2.01, 2.02, 7.01 or 7.02.

Well Delivery Date means the date on which WEC has delivered to the District under Section 3.01 all of the Wells on a Tract that have not been terminated in accordance with Section 2.01 or 2.02 together with each of the items listed in Section 3.02 (a-f).

Wellhead Equipment means all pumps, utilities, Meters and other facilities necessary to produce groundwater from a Well and to measure the amount of water produced.

Well Sites means the well site for each of the Wells shown on Exhibit B or any other property that the Parties mutually agree will be the well site for a Well.

Section 1.02 Other Defined Terms Other defined terms used in this Agreement are described below and will have the meaning given to them as set out herein.

ARTICLE II INITIAL WELL TESTING AND CONSTRUCTION

Section 2.01 Initial Water Production Testing

(a) Within 180 days following the Effective Date but in no event later than March 15, 2006, the District will, at its sole expense, (i) Will complete thirty-six (36) hour pump tests of each Well so as to determine the Minimum Water Production of that well, the Minimum Average Well Production for each Tract, and the Initial Maximum Sustainable Yield of each Tract, (ii) determine whether each well meets the Minimum Water Production for a well as

defined in Section 1 01 of this Agreement (iii) determine whether each Tract meets the Minimum Average Well Production for a Tract as defined in Section 1 01 of this Agreement (iv) determine the Initial Maximum Sustainable Yield of each Tract and (v) provide WEC with written notice of the results of the 36 hour pump testing of each Well and the amount of the Initial Maximum Sustainable Yield for each Tract Prior to conducting any test of a Well the District will treat that Well with at least 15 000 gallons of a twenty eight percent (28 %) acid solution Dean Davenport of Davenport Drilling Inc will supervise the acidization of each Well before testing on behalf of WEC

(b) WEC will have the right but not the obligation at its sole expense to conduct tests of each Well at the same time the District conducts its test of each Well for the purpose of determining the Minimum Water Production for a well the Minimum Average Well Production of each Tract and the Initial Maximum Sustainable Yield of each Tract provided, however that WEC's testing may not unreasonably interfere with the testing being conducted by the District

(c) In the event WEC disagrees with the results of the District's tests of a Well or the District's determination of Initial Maximum Sustainable Yield for a Tract, then WEC will give the District written notice specifying the disagreement and appointing a registered professional engineer or a certified groundwater professional with expertise in hydrology hydraulics and hydrogeology of its own selection (the WEC Expert) within thirty (30) days of WEC's receipt of the written notice described in Section 2 01(a) Within thirty (30) days of its receipt of WEC's notice the District will appoint a registered professional engineer or a certified groundwater professional with expertise in hydrology hydraulics and hydrogeology of its own selection (the District Expert) The WEC Expert and the District Expert will then promptly select a third registered professional engineer or a certified groundwater professional with expertise in hydrology hydraulics and hydrogeology (the Third Party Expert) The WEC Expert, the District Expert, and the Third Party Expert will each conduct any tests that the Expert considers necessary to determine the Initial Maximum Sustainable Yield of the Tract and will determine the Initial Maximum Sustainable Yield of the Tract, not later than 300 days after the Effective Date The Initial Maximum Sustainable Yield for the Tract will then be deemed to be the average of the results of the Initial Maximum Sustainable Yields determined by the WEC Expert, the District Expert, and the Third Party Expert that are closest to one another WEC will bear all costs of the WEC Expert, the District will bear all costs of the District Expert, and the cost of the Third Party Expert will be shared equally between the Parties

(d) If the testing of a Well demonstrates that the Well is not capable of producing at least 0 50 acre feet per day the District may at its election terminate this Agreement with respect to that Well by providing WEC with written notice of that election within 360 days following the Effective Date In the event of such termination of a well for failure to meet the Minimum Water Production for a Well of 0 50 acre feet per day then WEC shall reimburse the District for all reasonable costs associated with testing the well, to include costs of acidization by way of Water Credits to the District applied to the Tract in which the unproductive Well is located Water credits will apply for any calendar month for amounts in excess of the Monthly Minimum Payment as determined in Section 5 03

(e) If the testing of a Well demonstrates that the Well is not capable of producing more than 0.50 acre feet per day then WEC may at its election remove that Well from the calculation of the Initial Maximum Sustainable Yield of a Tract by providing the District with written notice of that election within 300 days following the Effective Date

(f) If the Minimum Average Well Production for a Tract during testing for initial Maximum Sustainable Yield fails to meet or exceed an average production of 1.00 acre foot per Well per day for that Tract and WEC fails at its sole expense to cure that failure within 330 days following the Effective Date then the District may at its election, terminate this Agreement with respect to that Tract by providing WEC with written notice of that election within 360 days following the Effective Date. Such termination and reimbursement for testing as described in Section 2.01(d) are the District's sole and exclusive remedy for the failure of that Tract to meet the Minimum Average Well Production

Section 2.02 Initial Water Quality Testing

(a) Within 180 days following the Effective Date but in no event later than March 15, 2006, the District will at its sole cost and expense (i) conduct all tests of each Well necessary to determine whether the water produced by each Well meets the Minimum Water Quality Standards and (ii) provide WEC with written notice of the results of the testing of each Well

(b) WEC will have the right, but not the obligation, to conduct tests of each Well at its sole cost and expense at the same time the District conducts its test of each Well for the purpose of determining whether the water produced by each Well meets the Minimum Water Quality Standards provided, however that WEC's testing may not unreasonably interfere with the testing being conducted by the District

(c) If the water produced by a Well fails to meet the Minimum Water Quality Standards and WEC fails at its sole expense to cure that failure within 330 days of the Effective Date then the District may at its election, terminate this Agreement with respect to that Well by providing WEC with notice of that election within 360 days following the Effective Date. Such termination is the District's sole and exclusive remedy for the failure of the water produced by that Well to meet the Minimum Water Quality Standards. If the District terminates this Agreement with respect to all Wells on a Tract for failure to meet Minimum Water Quality Standards then the Agreement shall be considered terminated with respect to that Tract

Section 2.03 Use of Surface Rights For the purpose of conducting the tests provided for in Sections 2.01 and 2.02 WEC hereby grants to the District all of WEC's rights to ingress and egress and use of the surface of the Tracts under the terms of the Lease Agreements. The District will conduct the testing of the Wells on the Borgfeld Tract first, the Wells on the Rogers Tract second and the Wells on the Stein Tract last.

Section 2.04 Production and Transportation Construction The District will at its sole expense cause the installation or construction of the Well Production Equipment and all

Delivery Systems for each Tract that has not been terminated in accordance with Section 2 01 or 2 02 to be completed not later than March 1 2008 The date on which the Well Production Equipment and all Delivery System for such Tract are completed will be the Facilities Delivery Date for that Tract

ARTICLE III LEASE

Section 3 01 Well Delivery WEC will deliver the Wells that have not been terminated in accordance with Section 2 01 or 2 02 to the District within 180 days following the Effective Date In addition, WEC will at that time deliver each of the items listed in Section 3 02(a f) to the District The date on which all Wells on a Tract and the items listed in Section 3 02(a f) with respect to each tract are delivered to the District will be the Well Delivery Date for that Tract

Section 3 02 Lease Effective as of the Well Delivery Date for a Tract, WEC hereby leases and grants to the District on an exclusive basis for the District's exclusive use during the term of this Agreement the real and personal property described below (the Leased Property)

- (a) All of WEC's right, title and interest in the groundwater relating to the Tract
- (b) The Wells on the Tract that have been delivered under Section 3 01
- (c) All of WEC's right title and interest in the Well Sites as described in Section 3 05 for the Tract
- (d) All of WEC's right, title and interest in the Easement Property as described in Section 3 06 for the Tract
- (e) All of WEC's right, title and interest in the Flex Space as described in Section 3 07 for the Tract
- (f) The Permits for each Well as described in Section 3 08 on the Tract

Section 3 03 Lease Agreements

(a) WEC represents to the District that (a) WEC has delivered to the District a full and complete copy of each Lease Agreement (b) to WEC's current actual knowledge and belief the Lease Agreements are as of Effective Date in full force and effect and (c) to WEC's current actual knowledge and belief no event of default has occurred under the Lease Agreement and no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure

(b) WEC will keep the Lease Agreements in full force and effect during the term of this Agreement and will not modify the Lease Agreements without the written consent of the District, which consent will not be unreasonably withheld or delayed

(c) In the event of any act or omission by WEC that causes a default under the terms of a Lease Agreement that would give Lessor the right, either immediately or after the lapse of time to terminate the Lease in whole or in part, the District will have the right but not the obligation to cure such default. Any sums that the District pays to a Lessor under this Section shall be credited against the amounts next due to WEC by the District under the terms of this Agreement.

Section 3.04 Sanitary Control Easements On or before the Well Delivery Date for a Tract, WEC will deliver to the District a copy of a recorded sanitary control easement for each Well on that Tract in the form provided in Section 290.47 of the TCEQ rules. 30 TEX. ADMIN. CODE § 290.47.

Section 3.05 Well Sites On or before the Well Delivery Date for a Tract, WEC will deliver to the District a copy of a recorded deed or other instrument in a form approved by the District, which approval shall not be unreasonably withheld or delayed, granting WEC the right to use the Well Sites on that Tract. The District agrees that the deed or other instrument may provide that no equipment or facilities (except for electric lines and antennas) that exceed twenty (20) feet in height may be constructed upon the Well Sites without the approval of the grantor, which approval shall not be unreasonably withheld.

Section 3.06 Easements On or before the Well Delivery Date for a Tract, WEC will deliver to the District a copy of a recorded easement, in a form approved by the District, which approval shall not be unreasonably withheld or delayed, granting WEC an easement and right-of-way on the Easement Property for that Tract. The District agrees that the easement may provide that no equipment or facilities (except for electric lines and antennas) that exceed twenty (20) feet in height may be constructed upon the Easement Property without the approval of the grantor, which approval shall not be unreasonably withheld.

Section 3.07 Flex Space On or before the Well Delivery Date for a Tract, WEC will deliver to the District a copy of a recorded deed or other instrument, in a form approved by the District, which approval shall not be unreasonably withheld or delayed, granting WEC the right to use the Flex Space on that Tract. The District agrees that the deed or instrument may provide that no equipment or facilities (except for electric lines and antennas) that exceed twenty (20) feet in height may be constructed upon the Flex Space without the approval of the grantor, which approval shall not be unreasonably withheld.

Section 3.08 Permits

(a) Within 90 days following the Facilities Delivery Date for a Tract, WEC will obtain all Permits for that Tract and deliver copies of the Permits for that Tract to the District. The District shall cooperate in the conducting of tests or other operations involving the Wells or the Facilities that are necessary to obtain a Permit for a Well.

(b) WEC represents to the District that each Well was either (1) in existence on September 1 2001 or (ii) the TCEQ had approved plans submitted for the installation of the Well before September 1 2001 and the installation of the Well was completed in accordance with the approved plans and the TCEQ's technical requirements before September 1 2002

Section 3 09 Failure to Deliver If WEC fails to provide the instruments described in Sections 3 04 3 05 3 06 or 3 07 for a Tract within 180 days following the Effective Date then the District may at its election terminate this Agreement with respect to that Tract by providing WEC with notice of that election not later than March 1 2008 and WEC will reimburse the District for the costs of the acidization and testing provided for in Sections 2 01 and 2 02 for that Tract. Such termination and reimbursement are the District's sole and exclusive remedies for WEC's failure to deliver such instruments for that Tract.

Section 3 09 Liens WEC will not grant suffer or permit any contractual or non-contractual lien on or security interest in Leased Property other than (1) a lien or security interests for financing that is expressly subordinated to the District's rights hereunder or subject to a non-disturbance agreement in a form approved by the District which approval shall not be unreasonably withheld or delayed and (ii) any liens in existence on the Effective Date.

Section 3 10 Compliance The District shall abide by the provisions of the instruments conveying the right to use the Well Sites the Easement Property and the Flex Space to WEC (the Instruments) and will not breach any of the terms or provisions of the Instruments. In addition the District will abide by the provisions of the Permits and will not breach any term or provision of the Permits. If the District breaches any term or provision of the Instruments or the Permits that breach will constitute an event of default under this Agreement, and in addition to any remedies set forth in the Instruments or Permits WEC may pursue the remedies set forth in Section 8 03.

ARTICLE IV OPERATION AND MAINTENANCE

Section 4 01 Operation of the Facilities Following the Well Delivery Date for a Tract, the District will be responsible for operating maintaining repairing and replacing the Facilities for that Tract, at its sole cost and expense as follows:

- (a) The District will maintain the Facilities in good working order.
- (b) The District will promptly repair any Facilities that are not in good working order and will take all steps reasonably necessary to promptly remedy any interruptions in the production of water from the Wells and the delivery of water to the Delivery Points.
- (c) The District will maintain and operate the Facilities in accordance with all regulatory requirements and accepted utility operating practices.

(d) The District will provide property/casualty insurance for the Facilities on the same or similar terms and conditions as it carries for other comparable facilities

Section 4 02 Ownership of the Facilities All of the Facilities constructed or operated by the District pursuant to this Agreement, except the Wells shall be the property of the District. The Wells are the property of WEC but are leased to the District under Section 3 02 for the term of this Agreement

Section 4 03 Well Production The District may not produce more than 17 585 acre feet per year from the Wells unless the District gives WEC written notice that it is increasing the amount of the combined Maximum Sustainable Yield of the Tracts under Section 5 03(d) in which case the maximum amount of water that may be produced from the Wells per year will be increased to the new combined Maximum Sustainable Yield of the Tracts provided however that in no event will the District produce more than the combined Maximum Sustainable Yield of the Tracts as determined under Section 2 01 or Section 7 01. In no event will this Section be construed as providing a minimum amount of water that the District must produce under this Agreement

Section 4 04 Indemnity

(a) The District hereby agrees that, to the extent permitted by law it will indemnify protect, defend and hold harmless WEC (which, for purposes of this Section includes WEC's directors officers agents and employees) from and against all liabilities claims losses liens penalties expenses injuries to person, and damages to property of any nature kind or description directly or indirectly arising out of caused by or resulting from the District's acts omissions or negligence on or about the Leased Property or the construction, operation or condition of the Facilities

(b) WEC hereby agrees that it will indemnify protect, defend and hold harmless the District (which, for purposes of this Section includes the District's directors officers agents and employees) from and against all liabilities, claims losses liens penalties expenses injuries to person, and damages to property of any nature kind or description directly or indirectly arising out of caused by or resulting from WEC's acts, omissions, or negligence on or about the Leased Property or the activities conducted by WEC in connection with Section 3 01 of this Agreement

**ARTICLE V
PAYMENT**

Section 5 01 Payment

(a) The District shall pay WEC for all water produced from a Tract or shall make the Minimum Monthly Payments described in Section 5 03 beginning on Well Delivery Date for that Tract. Payment for a calendar month is due on or before the end of the next calendar month. Each payment will be accompanied by a statement of the amount of water produced by the Wells

on that Tract in the calendar month and a summary of the manner in which the amount paid was calculated

(b) All amounts due to WEC under the terms of this Agreement will be deemed paid when the District (i) deposits the full payment in the United States mail certified with return receipt requested addressed to WEC at the address set out in Section 9 05 (ii) deposits the full payment with Federal Express or another service guaranteeing next day delivery addressed to WEC at the address set out in Section 9 05 or (iii) personally delivers the full payment to WEC at the address set out in Section 9 05 For each day after the tenth day following the due date that the amounts due remain unpaid the District will pay interest at a rate equal to the greater of two percent (2%) above the Prime Rate or ten percent (10%) per annum on the unpaid amounts provided however that the interest rate shall never exceed the maximum allowed by law This obligation will survive the termination of this Agreement

Section 5 02 Price

(a) During the first seven Production Years the following prices shall apply

1 st & 2 ^d Production Years	\$1 25 per 1000 gallons
3 rd & 4 th Production Years	\$1 35 per 1000 gallons
5 th & 6 th Production Years	\$1 50 per 1000 gallons
7 th Production Year	\$1 75 per 1000 gallons

(b) Beginning at the end of the seventh Production Year the price will be increased annually at the end of each Production Year by the greater of

(i) four percent (4%) or

(ii) the percentage difference between the CPI computed by the Bureau for the next to the last month of the preceding Production Year and for the next to the last month of that Production Year where (A) CPI means the Consumer Price Index for All Urban Consumers (CPI U) for the U S City Average as computed by the Bureau for a given month and (B) Bureau means the United States Department of Labor Bureau of Labor Statistics or any other agency succeeding to the Bureau s function of computing the CPI

Section 5 03 Minimum Payment

(a) Without regard to the amount of water produced from the Wells on a Tract, the District s payments to WEC for a Tract for each calendar month will never be less than the Monthly Minimum Payment for that Tract provided sufficient water is available to meet one twelfth (1/12) of the percentage of Maximum Sustainable Yield (for a given production year) set forth in section 5 03 (b) In the event that any Tract is unable in any month to produce water in a quantity sufficient to meet the applicable (percentage) multiplier for Maximum Sustainable Yield (i e 0 25 for 1st and 2nd production years etc) then the District s minimum payment for

that month shall be calculated solely on the amount of water actually produced from the Tract at the rate set forth in Section 5 02 (a) of this Agreement

(b) The Monthly Minimum Payment will be one twelfth (1/12) of an amount calculated by multiplying the price for that Production Year set out in Section 5 02 times each 1000 gallons of the Maximum Sustainable Yield for a Tract times the following

1 st and 2 ^d Production Years	0 25
3 ^d & 4 th Production Years	0 45
5 th & 6 th Production Years	0 65
7th & 8th Production Years	0 75
Remaining Production Year	0 90

(c) In the event the District fails to complete the installation or construction of the Well Production Equipment and all Delivery Systems for a Tract that has not been terminated in accordance with Section 2 01 or 2 02 on or before March 1 2008 then the Monthly Minimum Payment for March 2008 and every calendar month up to and including the month of the Facilities Delivery Date will be one twelfth of an amount calculated by multiplying the price for that Production Year set out in Section 5 02(a) times each 1000 gallons of Maximum Sustainable Yield for that Tract times 0 90

(d) For purposes of this Section the Maximum Sustainable Yield for the Tracts will not exceed 17 585 acre feet per year unless the District gives WEC written notice that it has increased the combined Maximum Sustainable Yield for the Tracts by a specified amount provided however that the combined Maximum Sustainable Yield for the Tracts may never exceed the Maximum Sustainable Yield for the Tracts determined under Section 2 01 or Section 7 01

(e) In the event that any given Tract fails to meet the Minimum Average Well Production of a Tract after 330 days following the Effective date WEC will be given sixty (60) days to cure the Tract failure by using all reasonable measures to redevelop the effected Well(s) to include but not limited to lowering the pump and fracturing the Well(s) The District at its sole expense will bear the cost of lowering the pump and/or increasing the pump size if determined necessary by the District and WEC will at its sole expense will pay for the fracturing of the Well WEC agrees that it will assume liability for any and all claims demands damages losses and expenses arising out of lowering the pump(s) beneath the Well casing

Section 5 04 Credits During the first four years following the Effective Date the amounts that the District pays to WEC before the Facilities Delivery Date for a Tract will be credited against any amounts due to WEC for any calendar month that are in excess of the Minimum Monthly Payment for that calendar month for that Tract

Section 5 05 Other Charges In the event that any governmental entity charges any fee assessment, or charge of any kind relating to the production or transportation of water from the Wells under this Agreement (including but not limited to Groundwater District withdrawal fees

or substitute groundwater withdrawal taxes) then the District will be responsible for payment of those fees assessments or charges

ARTICLE VI MEASUREMENT

Section 6 01 Installation of Meters The water produced by the Wells will be measured by Meters installed at the wellhead of each Well The District, at its sole expense will provide and install Meters at the wellhead of each Well and at the Delivery Point for each Tract The District will be responsible for operating maintaining repairing and replacing the Meters at its sole expense

Section 6 02 Calibration of Meters The District will calibrate the Meters at least annually If requested in writing by WEC but not more than once in each calendar year the District will calibrate one or more Meters in the presence of a WEC representative The District will give WEC at least five (5) days notice of the time that the requested calibration will take place

Section 6 03 Estimated Production If any Meter is out of service or out of repair so that the amount of water produced from a Well cannot be ascertained or computed from reading the Meter the water delivered through the period such Meter is out of service or out of repair will be estimated and agreed upon by WEC and the District upon the basis of the best data available If WEC and the District fail to agree on the amount of groundwater delivered during such period the District may estimate the amount of water produced by a Well by

(a) comparison of the quantity of water produced by other Wells on the Tract and the quantity of water measured at the Delivery Point for that Tract or

(b) if that data is not available estimating the quantity of water produced by the water produced during the preceding periods under similar conditions when the Meter or Meters were registering accurately

ARTICLE VII RETESTING OF WATER QUALITY

Section 7 01 Water Quality Testing

(a) Following the Well Delivery Date the District may at its sole expense conduct any tests necessary to determine whether the water produced by a Well meets the Minimum Water Quality Standards at any time provided that unless both Parties agree there will be no such testing during Water Conservation Months The District will provide WEC with written notice of the results of such testing within thirty (30) days of receipt of the results

(b) If the water produced by a Well fails to meet the Minimum Water Quality Standards and WEC fails at its sole expense to cure that failure within 150 days following receipt of the written notice of the results of the testing of that Well then the District may at its

election terminate this Agreement with respect to that Well by providing WEC with notice of that election within 180 days following WEC's receipt of the written notice of the results of the testing of each Well. Such termination is the District's sole and exclusive remedy for the failure of the water produced by that Well to meet the Minimum Water Quality Standards. If the District terminates this Agreement with respect to all Wells on a Tract for failure to meet Minimum Water Quality Standards then the Agreement shall be considered terminated with respect to that Tract.

ARTICLE VIII TERM ASSIGNMENT AND REMEDIES

Section 8 01 Term The primary term of this Agreement will commence on the Effective Date and continue for twenty five (25) years thereafter unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the District and WEC. Upon the expiration of twenty five (25) years the District, at its election, may extend this Agreement for up to three successive five year periods by giving WEC written notice of its election before the termination of the Agreement. If the District elects to extend this Agreement for all three successive five year periods then upon expiration of the last five year period the District, at its election, may extend this Agreement for an additional forty (40) years provided that, during this 40 year period the District may terminate this agreement upon two (2) years prior written notice to WEC.

Section 8 02 Assignment This Agreement will not be assignable in whole or in part by either Party except without the prior written consent of the other Party which consent will not be unreasonably withheld or delayed. Any assignment of rights or delegation of duties under this Agreement is void without the written consent described above.

Section 8 03 Remedies In the event of default by any Party a non defaulting Party may give the defaulting Party written notice specifying the default (the "Notice"). If the defaulting Party fails to fully cure any default that can be cured by the payment of money ("Monetary Default") within sixty (60) days after receipt of the Notice or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within sixty (60) days after receipt of the Notice and thereafter to diligently pursue such cure to completion, then, except as provided in Sections 2 01 2 02 3 09 7 01 and 7 02 the other Party will be entitled (i) to a proper writ issued by a court of competent jurisdiction compelling and requiring the defaulting Party to observe and perform the covenants obligations and conditions described in this Agreement (ii) to terminate this Agreement without liability of any kind to the defaulting Party and (iii) to pursue all other legal or equitable remedies. The prevailing Party will be entitled to recover all expenses incurred by the prevailing Party including reasonable attorneys' fees.

Section 8 04 Alternative Dispute Resolution In the event the Parties agree that it would be mutually beneficial to attempt to resolve any dispute between the Parties by a non binding alternative dispute resolution process they may do so and nothing in this Agreement will be construed as prohibiting such an effort.

Section 8 05 Cooperation Each of the Parties will execute and deliver to the other Party any other document or instrument as may be reasonably necessary to fully carry out the transactions evidenced by this Agreement

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9 01 Historic Groundwater Benefits All water produced from the Wells under the terms of this Agreement will be deemed to have been withdrawn for the benefit of WEC and any and all rights or privileges that may accrue as result of the Wells historic groundwater production (the Historic Groundwater Benefits) will inure to the benefit of WEC and the Wells regardless of whether this Agreement is terminated provided however all of WEC's rights relating to the Historic Groundwater Benefits for a Tract will be a part of the groundwater leased to the District for that Tract under Section 3 02 The District agrees to take such actions as may in the future be legally required to confirm such Historic Groundwater Benefits to WEC including executing delivering and recording any documents necessary or appropriate under any laws or regulations that may be enacted or promulgated by any authority having jurisdiction The District will not be required to incur any expenses in connection with the process of confirming such Historic Groundwater Benefits and will be promptly reimbursed by WEC for any such costs incurred by the District This obligation will survive the termination of this Agreement

Section 9 02 Development of Adjacent Property During the term of this Agreement, the District will not drill or produce water from any well within one (1) mile of the Rogers Tract or the Stein Tract, unless the Wells on that Tract are producing less than the minimum average production amount This prohibition does not apply to any wells that the District has drilled and completed on the Effective Date or to the Borgfeld Tract

Section 9 03 Improvements Upon Termination The District hereby grants WEC a right of first refusal to purchase all or any part of the Facilities upon a Tract upon the termination of this Agreement for fair market value WEC must give notice of its intent to exercise its right of first refusal within sixty (60) days following the termination of this Agreement If WEC fails to timely exercise its right of first refusal then the District will remove all above ground Facilities from the Tract no later than 180 days after the termination If the District fails to remove the above ground Facilities from the Tract within 180 days following termination then WEC may remove the above ground Facilities and the District shall reimburse WEC for the reasonable and necessary costs of such removal within sixty (60) days of notice of the amounts of the reasonable and necessary costs This reimbursement obligation shall survive the termination of this Agreement

Section 9 04 Confidentiality The District agrees that, to the extent permitted by law it will maintain as confidential the payment terms and payment rates for water set out in the Lease Agreements and this obligation will survive the termination of this Agreement This limitation will not apply to such information to the extent that (1) it is or becomes available to the public

other than as the result of disclosure by the District in violation of this Agreement or (ii) disclosure of which is required by a judicial administrative or governmental action

Section 9 05 Notice Any notice given under this Agreement must be in writing and may be given (i) by depositing it in the United States mail certified with return receipt requested, addressed to the party to be notified and with all charges prepaid or (ii) by depositing it with Federal Express or another service guaranteeing 'next day delivery' addressed to the party to be notified and with all charges prepaid (iii) by personally delivering it to the party or any agent of the party listed in this Agreement or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing Notice given in any other manner will be effective only when received For purposed of notice the addresses of the parties will until changed as provided below be as follows

District

Bexar Metropolitan Water District
2047 West Malone
San Antonio Texas 78225
Attn General Manager
Fax (210) 922 5152

WEC

Mark Wynne
Water Exploration Co Ltd
19276 Redland Road
San Antonio Texas 78229
Fax 210-697 1500

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days written notice to the other party The District and the WEC may by giving at least five (5) days written notice to the Party designate additional persons to receive copies of notices under this Agreement

Section 9 06 Force Majeure If either Party hereto is rendered unable by Force Majeure to carry out one or more of its obligations under this Agreement then such obligations shall be suspended during the continuance of the inability caused by Force Majeure provided that the Party claiming such inability uses reasonable diligence resume performance at the earliest practical time The term Force Majeure as used herein shall include without limitation of the generality thereof (i) acts of God strikes lockouts or other industrial disturbances acts of the public enemy orders of any kind of the Government of the United States or of the State of Texas or of a Groundwater Conservation District or of any civil or military authority insurrections riots epidemics landslides lightning earthquakes fires hurricanes storms floods washouts arrests restraint of government and people civil disturbances explosions (ii) breakage or accidents to machinery pipelines or facilities or contamination of the water produced by the Wells so long as such breakage or accidents or contamination could not have been avoided by the exercise of due diligence and care and (iii) any other disabilities whether similar to those enumerated or otherwise which are not within the control of the Party claiming such inability

and which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

Section 9 07 Records Each Party agrees to keep accurate records and documentation of all of its activities pursuant to this Agreement. Each Party shall have the right to review such books and records of the other Party at all times after first providing the other Party with at least five (5) days prior written notice and at its sole expense to obtain copies of such records and documentation.

Section 9 08 Severability Warver

(a) If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

(b) Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 9 09 Applicable Law and Venue The interpretation, performance, enforcement, and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bexar County, Texas.

Section 9 10 Entire Agreement This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter. This Agreement shall bind and benefit the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 9 11 Exhibits, Headings, Construction and Counterparts All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa. The parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be

employed in interpreting this Agreement or any exhibits hereto This Agreement may be executed in any number of counterparts each of which will be deemed to be an original and all of which will together constitute the same instrument

Section 9 12 Time Time is of the essence of this Agreement In computing the number of days for purposes of this Agreement all days will be counted including Saturdays Sundays and legal holidays however if the final day of any time period falls on a Saturday Sunday or legal holiday then the final day will be deemed to be the next day that is not a Saturday Sunday or legal holiday

Section 9 13 Authority for Execution The District certifies represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its statutory authority and bylaws WEC hereby certifies represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of WEC


Section 9 14 Memorandum of Agreement The Parties shall execute the Memorandum of Agreement attached as Exhibit C, and the District shall record this Memorandum in the property record of Bexar County

Section 9 15 Exhibits The following exhibits are attached to this Agreement, and made a part hereof for all purposes

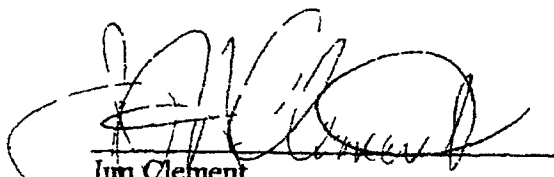
<u>Exhibit A 1</u>	Borgfeld Tract Property Description
<u>Exhibit A 2</u>	Rogers Tract Property Description
<u>Exhibit A 3</u>	Stein Tract Property Description
<u>Exhibit B 1</u>	Borgfeld Tract Survey
<u>Exhibit B 2</u>	Rogers Tract Survey
<u>Exhibit B 3</u>	Stein Tract Survey
<u>Exhibit C</u>	Memorandum of Agreement

IN WITNESS WHEREOF this instrument is executed as of the Effective Date

BEXAR METROPOLITAN WATER DISTRICT

By 
Victor V Villarreal
President of the Board of Directors

ATTEST



Jim Clement
Secretary of the Board of Directors

WATER EXPLORATION CO LTD

By WAD Inc its general partner


By 
Mark Wynne President

EXHIBIT 29

095 WP50

Protecting Texas by Reducing and Preventing Pollution

- 1 Neat cement shall consist of a mixture of API Spec 10 Class A and water in the ratio of not more than 6 0 gallons of water per 94 pound sack of cement A maximum of 6 percent by weight bentonite may be added [§290 41(c)(3)(C)]
- 2 The space between the casing and drill hole shall be sealed by using enough cement under pressure to completely fill and seal the annular space between the casing and the drill hole The well casing shall be cemented in this manner from the top of the shallowest formation to be developed to the earth s surface The driller will utilize a pressure cementation method in accordance with the AWWA Standard for Water Wells (A100 97) Appendix C Section C 3 (Positive Displacement – Exterior Method) Section C 4 (Interior Method – Without Plug) Section C 5 (Positive Placement Interior Method Drillable Plug) Section C 6 (Placement Through Float Shoe Attached to Bottom of Casing) Cementation methods other than those listed in this subparagraph must be approved by the executive director prior to the construction of the well A cement bonding log as well as any other documentation deemed necessary may be required by the executive director to assure complete sealing of the annular space as required in §290 41(c)(3)(C) of the rules

Mr Thomas P Pardue P E

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An appointed engineer must notify the TCEQ's Region 13 Office at (210) 490 3096 when construction will start

The design engineer or water system representative is required to notify the Utility Technical Review Team at (512) 239 6960 at least 48 hours before the well casing pressure cementing begins. If pressure cementing is to begin on a Monday then they must give notification on the preceding Thursday. If pressure cementing is to begin on Tuesday then they must give notification on the preceding Friday.

The TCEQ does not approve this well for use as a public water supply at this time. We have enclosed a copy of the Public Well Completion Data Checklist for Interim Approval. We provide this checklist to help you in obtaining interim approval to use this well before we can give final approval.

The submittal consisted of three sheets of engineering drawings technical specifications and an engineering summary. The proposed project consists of

One public water supply open hole well drilled to 860 feet with 420 linear feet (lf) of 16 inch id pressure cemented steel casing. The design capacity of the submersible well pump is 750 gpm at 360 feet of rated total head.

Related yard piping valves fittings and miscellaneous appurtenances

The proposed water well is approximately 200 feet southwest of well No 2

This approval is for above listed items only

Please keep in mind that within 60 days of project completion the engineer must attest in writing that the project was constructed as described in the approved plans specifications and any change orders filed with the TCEQ as required in §290.39(h)(3) of the Rules.

Please refer to the Utilities Technical Review Team's Log No. 200601 153 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for future submittal to TCEQ for review of improvements to a Public Water System. Every blank on the form must be completed to minimize any delays in review of your project. The document is available on our WEB site at the address shown below.

<http://www.tnrc.state.tx.us/permitting/waterperm/ud/sf.pdf>

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For future reference you can review part of the Utilities Technical Review Team s database to see if we have received your project This is available on the TCEQ s homepage on the Internet at the following address

[http //www tceq state tx us/assets/public/permitting/watersupply/ud/planrev_list.html](http://www.tceq.state.tx.us/assets/public/permitting/watersupply/ud/planrev_list.html)

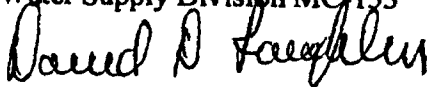
You can download most of the well construction checklists and the latest revision of Chapter 290 Rules and Regulations for Public Water Systems from this site


If you have any questions please contact me at 512/239 0881 or the Internet address PBASNET@tceq.state.tx.us or if by correspondence include MC 153 in the letterhead address below

Sincerely



Prabin Basnet E I T
Utilities Technical Review Team
Water Supply Division MC 153



 Jerry Salgado P E
Utilities Technical Review Team
Water Supply Division MC 153

PB/JAS/ac

cc Scott Oakland 2047 W Malone San Antonio Texas 78225
TCEQ Central Records PWS File 0150054
TCEQ Region No 13 Office San Antonio (w/approved materials)



BEXARMET WATER DISTRICT

DEPARTMENT OF ENGINEERING NOTICE TO PROCEED

Wild Turkey W#5 Facility #095

March 23 2006

To **ALSAY Incorporated**
3359 S E Loop 410
San Antonio Texas 78222

- I You are hereby notified that you are to begin work on the project as described herein within seven (7) days from the date of this letter in accordance with the Special Condition, Time of Completion, in the amount of \$314,900.00
- II Please notify Leonard D Martin @ (210) 354-6537 of the date on which you plan to commence work.
- III Your attention is called to the fact that you have a period of ninety (90) working days within which to complete this project as specified in the aforementioned Section of your contract
- IV Your contract properly executed by officials of the BexarMet Water District is attached for your files

Sincerely

Thomas P Pardue Jr P E
District Area Engineer

cc Contract File
Construction Inspector
Engineering Department
Warehouse Department
Surveying Department
Plans & Records

AN EQUAL OPPORTUNITY EMPLOYER

NTP 1