

Exhibit A

DESCRIPTION, FOR ANNEXATION:

A 157.57 ACRE TRACT LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 16 FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,520.86 AND EASTING: 941,020.34, TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD'83;

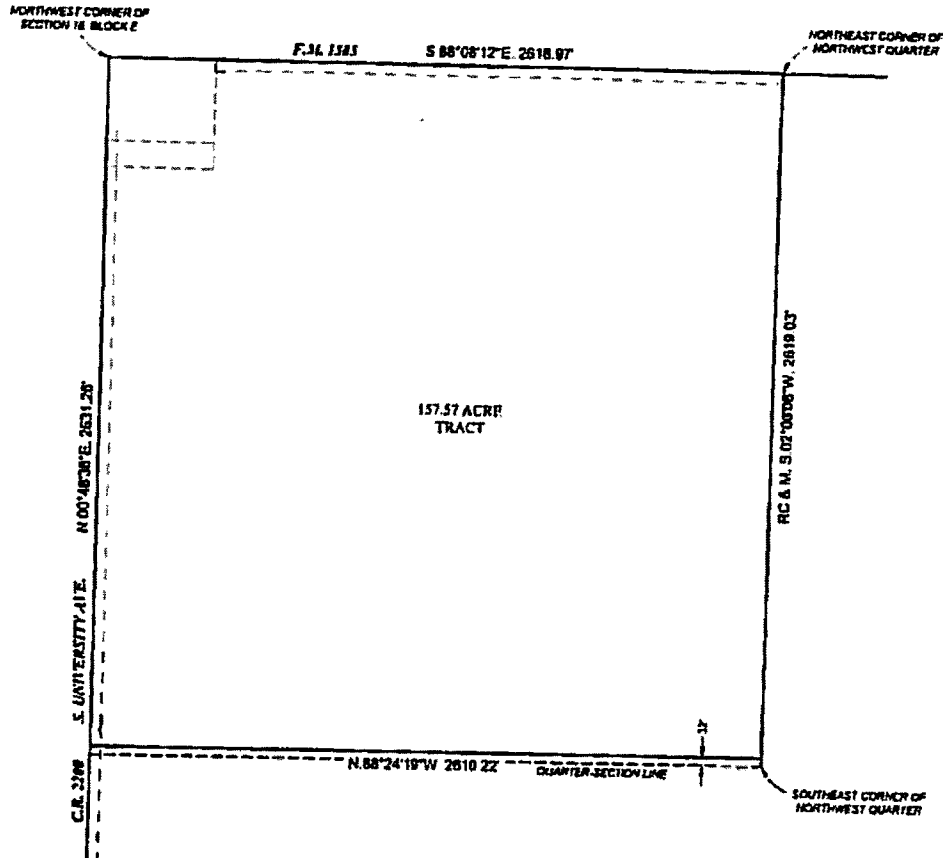
THENCE S. 88° 08' 12" E., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2618.97 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 16 FOR THE NORTHEAST CORNER OF THIS TRACT, WHENCE A RAILROAD SPIKE FOUND NEAR THE CENTERLINE OF F.M. HWY. 1585 AT THE NORTHEAST CORNER OF SAID SECTION 16 BEARS S. 88° 08' 12" E. A DISTANCE OF 2618.97 FEET;

THENCE S. 02° 00' 08" W. A DISTANCE OF 2619.03 FEET TO THE SOUTHEAST CORNER OF THIS TRACT, WHENCE A 3/4" IRON PIPE FOUND AT THE CENTER QUARTER CORNER OF SAID SECTION 16 BEARS S. 02° 00' 09" W. A DISTANCE OF 32.00 FEET, SAID QUARTER CORNER HAVING COORDINATES OF NORTHING: 7,233,786.96 AND EASTING: 943,544.67, TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD'83;

THENCE N. 88° 24' 19" W. A DISTANCE OF 2610.22 FEET TO THE SOUTHWEST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW/4) OF SECTION 16 BEARS S. 01° 48' 38" W. A DISTANCE OF 32.00 FEET AND A RAILROAD SPIKE FOUND AT THE EAST QUARTER CORNER OF SECTION 1 BLOCK AK, E.L. & R.R. RR. CO. SURVEY, ABSTRACT NO. 189, LUBBOCK COUNTY, TEXAS, BEARS S. 01° 48' 38" W. A DISTANCE OF 41.29 FEET;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 2631.26 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD'83. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET.

**FOR ANNEXATION
A 157.57 ACRE TRACT LOCATED IN
THE NORTHWEST QUARTER OF
SECTION 16, BLOCK E,
G.C. & S.F. RR. CO. SURVEY, ABST NO. 664
LUBBOCK COUNTY, TEXAS**



DESCRIPTION, FOR ANNEXATION:

A 157.57 ACRE TRACT LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 16 FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SECTION CORNER HAVING COORDINATES OF NORTING: 7,235,920.88 AND EASTING: 841,920.34, TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD83.

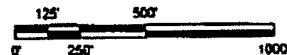
THENCE S. 88° 08' 12\"/>

THENCE S. 02° 02' 00\"/>

THENCE N. 88° 24' 19\"/>

THENCE N. 01° 46' 35\"/>

THIS DOCUMENT PREPARED FOR ANNEXATION PURPOSES ONLY AND DOES NOT REPRESENT A COMPLETE BOUNDARY SURVEY.



LEGEND
SCALE: 1\"/>

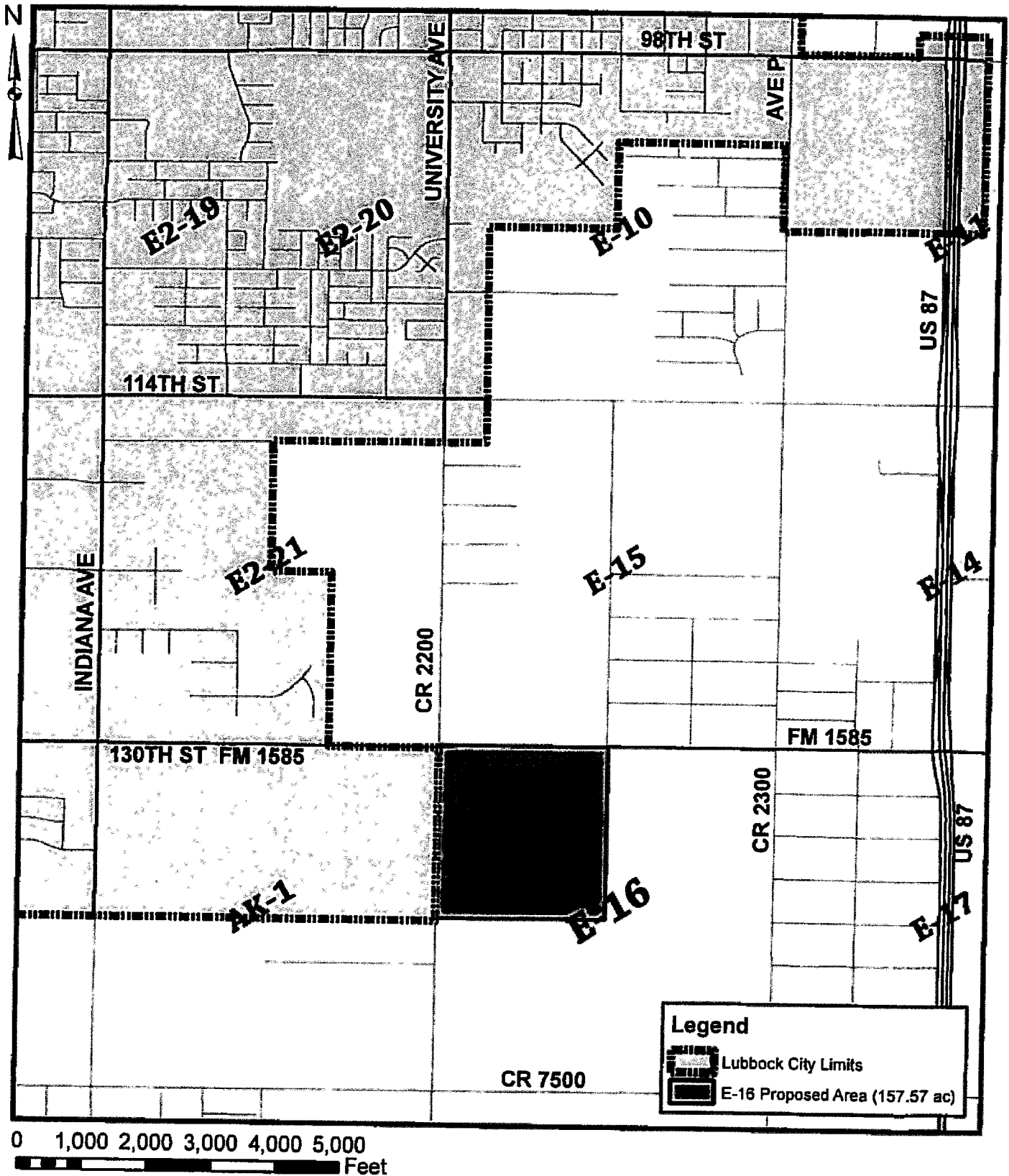
**STEVENS SURVEYING
CO., LLC.**

4118 46TH AVE. SUITE 1
DALLAS, TX 75246
TEXAS FIRM NO. 14007500

PREPARED FOR: WEIL PROPERTY SERVICES, INC.

DATE: 1/28/2020 © 2020, ALL RIGHTS RESERVED

Proposed Annexation Area in Section 16, Block E



This data set was created using data obtained from various sources, and created exclusively for the internal use of the City of Lubbock. Portions of the information may be incorrect or not current. Any person or entity who relies on any information obtained from this data set does so at their own risk. Neither the City of Lubbock, Texas, nor any agency, officer, or employee of the City of Lubbock, Texas, warrants the accuracy, reliability, or timeliness of such information. THIS PUBLICATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE CITY OF LUBBOCK SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THE USE OF THIS PUBLICATION, EVEN IF THE CITY OF LUBBOCK IS ADVISED OF SUCH DAMAGE. BY USING THIS DATA, THE USER AGREES TO BE BOUND BY ALL PARTS OF THIS DISCLAIMER.



FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Kelly Pinion

Kelly Pinion, County Clerk

Lubbock County TEXAS

August 03, 2015 01:33:15 PM

FEE: \$82.00

2015028134

City of
Lubbock
Planning

First Reading

July 9, 2015

Item No. 7.2

Second Reading

July 23, 2015

Item No. 7.5

ORDINANCE NO 2015-00072

AN ORDINANCE ANNEXING AN AREA OF LAND TO THE CITY OF LUBBOCK, TEXAS, WHICH AREA IS DESCRIBED HEREIN AND IS ADJACENT TO AND ABUTS THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS, WHICH CONTAINS FEWER THAN 100 SEPARATE TRACTS OF LAND ON WHICH ONE OR MORE RESIDENTIAL DWELLINGS ARE LOCATED ON EACH TRACT; PROVIDING FOR THE ADOPTION OF A SERVICE PLAN IN THIS ORDINANCE; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, all required notices, including written notice of intent to annex said area to each property owner, each public entity and each railroad company within said area as required by Section 43.062, Subchapter C-1, Texas Local Government Code, have been made in accordance with applicable law; and

WHEREAS, the City Council of the City of Lubbock conducted two public hearings as required by Section 43.063, Texas Local Government Code on June 9, 2015 at 3:00 p.m. and June 11, 2015 at 5:30 p.m.; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to annex said territory into the City of Lubbock; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the area of land hereinafter described and which is further described on the map attached hereto as Exhibit A and incorporated herein for all intents and purposes, which abuts and is adjacent to the existing corporate limits of the City of Lubbock, Texas, BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas.

DESCRIPTION OF ANNEXED AREA

METES AND BOUNDS DESCRIPTION of a 222.99 acre tract of land lying in Section 37 Block D, L. & S.V. RR Co. Survey, Abstract 75, Section 38, Block D, L. & S.V. RR Co. Survey, Abstract 856, Section 36, Block A, G.C. & S.F. RR Co. Survey, Abstract 683, and Section 4, Block D-3, G.C. & S.F. RR Co. Survey, Abstract 859, all in Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of said Section 37 and the North line of said Section 4, same being the Southeast corner of that tract described in County Clerk's File Number 20097374, Official Public Records of Lubbock County, Texas, from which the Southwest corner of said Section 37 bears N. 88°33'23" W. a distance of 12.00 feet;



ORD
10 PGS
2015028133

THENCE S. 01°03'21" W. a distance of 50.00 feet to a point in the South right-of-way line of F.M. Highway 1294 for the Southeast corner of this tract;

THENCE N. 88°33'23" W, along the South right-of-way line of F.M. Highway 1294, along the current city limits as established by Ordinance 8647, a distance of 2644.29 feet to the Southwest corner of this tract;

THENCE N. 01°13'55" E., along the current city limits as established by Ordinance 2005-O0063 a distance of 3682.06 feet to the Northwest corner of that tract described in County Clerk's File Number 20097374;

THENCE S. 88°33'22" E. a distance of 2636.33 feet to the Northeast corner of that tract described in County Clerk's File Number 20097374;

THENCE S. 01°17'53" W., along the East line of said Section 38, a distance of 2096.81 feet to a point;

THENCE S. 88°44'48" E. a distance of 5.51 feet to a point in the West line of a 5.01 acre tract described in Volume 7712, Page 99, Official Public Records of Lubbock County, Texas;

THENCE South 01°03'21" West, a distance of 1535.27 feet to the Point of Beginning;

SECTION 2. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 3. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 4. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 5. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

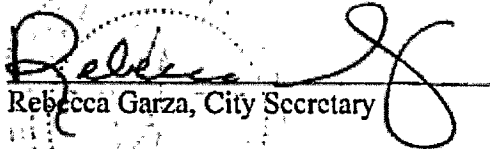
AND IT IS SO ORDERED.

Passed by the City Council on first reading on July 9, 2015.
Passed by the City Council on second reading on July 23, 2015.



GLEN C. ROBERTSON, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



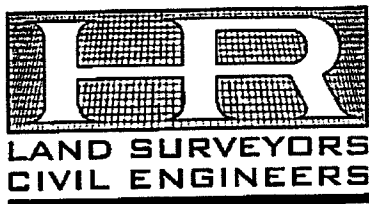
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

vw:ccdocs/Ord.Annex-Rail Port Phase II
June 23, 2015



HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT A

METES AND BOUNDS DESCRIPTION of a 222.99 acre tract of land lying in Section 37 Block D, L. & S.V. RR Co. Survey, Abstract 75, Section 38, Block D, L. & S.V. RR Co. Survey, Abstract 856, Section 36, Block A, G.C. & S.F. RR Co. Survey, Abstract 683, and Section 4, Block D-3, G.C. & S.F. RR Co. Survey, Abstract 859, all in Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of said Section 37 and the North line of said Section 4, same being the Southeast corner of that tract described in County Clerk's File Number 20097374, Official Public Records of Lubbock County, Texas, from which the Southwest corner of said Section 37 bears N. 88°33'23" W. a distance of 12.00 feet;

THENCE S. 01°03'21" W. a distance of 50.00 feet to a point in the South right-of-way line of F.M. Highway 1294 for the Southeast corner of this tract;

THENCE N. 88°33'23" W, along the South right-of-way line of F.M. Highway 1294, along the current city limits as established by Ordinance 8647, a distance of 2644.29 feet to the Southwest corner of this tract;

THENCE N. 01°13'55" E., along the current city limits as established by Ordinance 2005-O0063 a distance of 3682.06 feet to the Northwest corner of that tract described in County Clerk's File Number 20097374;

THENCE S. 88°33'22" E. a distance of 2636.33 feet to the Northeast corner of that tract described in County Clerk's File Number 20097374;

THENCE S. 01°17'53" W., along the East line of said Section 38, a distance of 2096.81 feet to a point;

THENCE S. 88°44'48" E. a distance of 5.51 feet to a point in the West line of a 5.01 acre tract described in Volume 7712, Page 99, Official Public Records of Lubbock County, Texas;

THENCE South 01°03'21" West, a distance of 1535.27 feet to the Point of Beginning;

June 5, 2015

Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas





This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



EXHIBIT A

Legend

-  Lubbock City Limits
-  Future Annexation

UTAH ST

D-38

ASH AV

INSURANCE ST

DREW ST

A-36

Planning Department

As required by SECTION 1, Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal.

It is anticipated that such services can be provided with current personnel and within the current budget appropriation. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type and intensity of development within the annexed area as well as areas that compete for those resources.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area upon the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. It is anticipated that these services can be provided within the department's current budget.

GIS AND DATA SERVICES

Existing Services: None

Services to be Provided: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Police and Fire for updated information for 911 Dispatch. The updated information will be reflected on the GIS website for use by the public.

LIBRARY

Existing services: Free library use privileges are currently available to anyone residing in this area, as part of an agreement with Lubbock County.

Services to be Provided: These services will continue to be provided upon annexation.

CODE ADMINISTRATION/ENVIRONMENTAL HEALTH DEPARTMENTS

Existing Services: None

Services to be Provided: The City of Lubbock's Code Administration/Environmental Health Departments will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration/Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.2, located at 1515 E Ursuline St. Station 2 is approximately 6 miles from the intersection of Interstate 27 and East FM 1294 with an approximate response time of 8 minutes. Fire suppression activities can be afforded to the annexed area within current budget appropriation with a less than desirable response time. Adding an additional fire station to cover this area is a challenge without further development for justification. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office. However, upon annexation, the City of Lubbock Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

EMS

Existing Services: None

Services to be Provided: the City of Lubbock does not provide Emergency Medical Services; such services are provided by Lubbock County Hospital District and private providers.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide code enforcement services upon annexation. This includes issuing building, electrical and plumbing/mechanical permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Lubbock.

ANIMAL SERVICES

Existing Services: None

Services to be Provided: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation.

STREET

Existing Services: Lubbock County Public Works

Services to be Provided: Maintenance to the street facilities will be provided by the City of Lubbock upon the effective date of the annexation. It is anticipated that this service can be provided within the current budget appropriation.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

STORM WATER MANAGEMENT

Existing Services: City maintains jurisdiction of playa lakes within the ETJ.

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City will review and enforce the drainage policies upon platting and submission.

WATER and SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Water and Sewer infrastructure is currently adjacent to this area within the existing City Limits. Availability of water and sewer is at the request and expense of the user, and shall be provided within current policies and ordinances of the City (note below for an explanation of pro-rata charges). Water and sewer for domestic and commercial use, when installed, will be available at approved City of Lubbock rates. Water for fire protection will be available through lines only after service lines are installed by the developer.

Pro-Rata Charges

Chapter 22, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as "pro-rata" and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid.

When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. 2005 pro-rata charges include \$15.00 per front foot of lot or tract to be serviced for sewer and \$12.00 for water, unless the actual extension cost is greater, then the charge is per actual cost.

When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Ordinance 8017 specifies other items including:

- a. pro-rata on property already platted, and extension of services.
- b. pro-rata and extensions to property being platted,
- c. sizes of lines and meter sizes,
- d. location for service connection,
- e. deposits, charges, refunds,
- f. cost of large mains may be partially paid by City, and other considerations,
- g. when the City Council can declare a health hazard and install mains at public expense.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. The landfill will be able to handle this request. The annexation will have little impact to the landfill.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas. This includes parks and other publicly owned facilities.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Kelly Pinion

Kelly Pinion, County Clerk

Lubbock County TEXAS

August 03, 2015 01:33.15 PM

FEE: \$62.00

2015028133

AFS100360C

Exhibit "A"

C O N T R A C T

between the

CANADIAN RIVER MUNICIPAL WATER AUTHORITY

and the

CITY OF LUBBOCK, TEXAS

for providing a

MUNICIPAL WATER SUPPLY

CONTRACT BETWEEN THE CANADIAN RIVER MUNICIPAL WATER AUTHORITY
AND THE CITY OF LUBBOCK, TEXAS

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Preamble-----	1
	Whereas Articles-----	1
1	General Defintions-----	1
2	Plan-----	2
3	Construction repayment obligation-----	3
4	Operation and Maintenance Charges-----	4
5	Water Supply-----	5
6	Water Shortages-----	6
7	Control of Water-----	6
8	Point of Delivery-----	6
9	Allocation of Aqueduct Capacity-----	6
10	Obligation to Complete Project-----	7
11	Pledge of Contract-----	7
12	Project Alterations and Repairs-----	7
13	Limitation on Financial Liability of City-----	8
14	Water Measurement-----	8
15	Contract Contingent Upon Construction of Project-----	8
16	Easements-----	9
17	Certification-----	9
18	Benefits Conditioned Upon Payment-----	9
19	Term of Contract-----	9
20	Rates and Charges by the City-----	10
21	City Obligation not Separable-----	10
22	Access to Books and Records-----	11
23	Determinations-----	11
24	Penalty for Delinquent Payments-----	11
25	Default-----	11
26	Notices-----	12
27	Subject to United States and Authority Contract-----	12
28	Assignments by City-----	12
29	Nondiscrimination in Employment-----	12

C O N T R A C T

between the

CANADIAN RIVER MUNICIPAL WATER AUTHORITY

and the

CITY OF LUBBOCK, TEXAS

for providing a

MUNICIPAL WATER SUPPLY

THIS CONTRACT, made this 1 day of April, 1966,
between the CANADIAN RIVER MUNICIPAL WATER AUTHORITY, an authority duly
created and existing under the laws of the State of Texas, and the CITY
OF LUBBOCK, a municipal corporation in the State of Texas acting by
virtue of authority of general law.

WITNESSETH THAT:

WHEREAS, the Authority has contracted or is negotiating with
the United States for payment of the reimbursable costs of construction,
operation, and maintenance of the project works of the Canadian River
Project, Texas, which project is designed to provide a municipal water
supply for member cities of the Authority, and

WHEREAS, the City desires to secure a municipal water supply
from the Authority, and

WHEREAS, construction of the project depends upon the negotiation
of a sufficient number of contracts for a municipal water supply from the
project, and a number of water users within the boundaries of the Authority,
and possibly others outside the Authority, must execute contracts to receive
a share of the project water supply;

NOW, THEREFORE, in consideration of the mutual and dependent
covenants herein contained, it is mutually agreed between the parties
hereto as follows:

GENERAL DEFINITIONS

1. Where used in this contract,

a. United States - Shall mean the United States of America,
acting through the Secretary of the Interior, or his duly authorized
representative.

b. Authority - Shall mean the Canadian River Municipal Water Authority, an authority duly created and existing under the laws of the State of Texas, acting through its Board of Directors.

c. City - Shall mean the City of Lubbock, Texas.

d. Member City - Shall mean a city, town, or municipality which is a member of the Authority and is contracting for project water.

e. Dam and Reservoir - Shall refer to the Sanford Dam and Reservoir on the Canadian River used for storing and regulating project water, including all lands and rights of way.

f. Project - Shall mean the Canadian River Project, Texas, as authorized by the Act of Congress dated December 29, 1950 (64 Stat. 1124).

g. Project Water - Shall mean water available for use through the project works for municipal and industrial purposes.

h. Project Water User - Shall refer to all member cities and other contractors, their successors and assigns, which have contracted with the Authority to receive a portion of the project water supply.

i. Aqueduct - Shall mean the project system for transporting stored water to the points of delivery established for the project, and includes all pipelines, conduits, pumping facilities and related works, and the land and rights of way for such works and facilities.

j. Repayment Contract - Shall mean the contract, or contracts, between the Canadian River Municipal Water Authority and the United States of America for construction of the project.

k. Normal Water Supply - Shall mean the amount of water which studies indicate will normally be available from the project for delivery each calendar year. Allocations of water are based upon an estimate of 103,000 acre-feet (33,563 million gallons) to normally be available for release from the reservoir each year.

l. Year - Shall mean the period January 1 through the next following December 31.

PLAN

2. This contract between the City, which owns and operates its water distribution system, and the Authority is for requiring the Authority to make available for delivery to and use by the City, all or part of the municipal water supply to be used in or for the distribution system of such City. This contract provides for payment solely out of the water system revenues of such City and all moneys herein required to be paid by the City shall constitute an operating expense of the City's water system, and the

City shall fix and maintain rates and charges for services rendered by such water system as will be sufficient to pay the expenses thereof, including those contemplated by Articles 1109e, 1109g and 1113, Vernon's Texas Civil Statutes.

CONSTRUCTION REPAYMENT OBLIGATION

3. In consideration of the allocation to it of 37.058 percent of the normal water supply from the project, or a like percentage of any lesser available supply, the City shall pay to the Authority 15.752 percent of the actual reimbursable cost of constructing the dam and reservoir, and 50.975 percent of the actual cost of constructing the aqueduct all as determined by the United States. Such construction charge obligation shall be paid in fifty (50) successive annual installments as follows, based upon a total construction obligation allocation to the City of \$37,548,000, plus interest during construction and interest on the unamortized balance thereof at the rate of 2.632 percent.

FULL CALENDAR: ANNUAL YEAR AFTER : CONSTRUCTION COMMENCEMENT : TION OF SERVICE : SERVICE : CHARGE :	FULL CALENDAR: ANNUAL YEAR AFTER : CONSTRUCTION COMMENCEMENT : TION OF SERVICE : SERVICE : CHARGE :	FULL CALENDAR: ANNUAL YEAR AFTER : CONSTRUCTION COMMENCEMENT : TION OF SERVICE : SERVICE : CHARGE :
1 952,400	18 1,587,100	35 1,634,600
2 990,100	19 1,619,100	36 1,634,600
3 1,028,500	20 1,634,600	37 1,635,200
4 1,066,800	21	38
5 1,104,500	22	39
6 1,142,800	23	40
7 1,181,100	24	41
8 1,219,100	25	42
9 1,257,200	26	43 1,635,200
10 1,295,000	27	44 1,635,500
11 1,333,300	28	45
12 1,371,100	29	46
13 1,409,400	30	47 1,635,500
14 1,447,700	31	48 1,635,600
15 1,485,400	32	49
16 1,523,800	33	50 1,635,600
17 1,555,700	34	

Should construction costs payable by the Authority to the United States vary from \$92,960,000, the amount upon which annual installments are established for repayment by the Authority, the amounts designated in the preceding table shall be adjusted, but not increased unless the City has executed an amendatory contract or contracts by which it agrees to pay an increased amount. The City may make additional payments on the construction repayment obligation at any time, whereupon appropriate adjustments in the schedule of future payments will be made. Under the

terms of the contract between the Authority and the United States, each annual installment due the United States shall become due and payable on or before October 1 of each year commencing with the year immediately following that in which a notice is given by the United States stating that the project is sufficiently complete to permit the initiation of water deliveries and water is available to serve member cities, if such notice is given prior to October 1, otherwise to commence in the second calendar year after such notice is given. The first annual construction repayment obligation payment by the City to the Authority shall become due and payable on or before September 1 of the same year in which the first installment is due and payable by the Authority to the United States. Subsequent installments shall become due consecutively on September 1 of each succeeding year. Payments shall be made on the basis of the above table until all project costs are finally determined by the United States and reported to the Authority at which time a revised schedule of payment shall be prepared based upon the same ratio of annual repayment as was used in preparing the above table. Payments thereafter shall conform with that table. If construction of the project works shall have been commenced, but is terminated prior to completion by reason of lack of funds or failure to secure the necessary amendatory contracts, then the City shall pay to the Authority its percentage share of the total amount theretofore incurred or obligated by the Authority at such time and in such manner as will permit the Authority to meet its obligation to the United States.

OPERATION AND MAINTENANCE CHARGES

4. a. At an appropriate meeting in each calendar year, in no event, however, to be later than November 1, the Board of Directors of the Authority shall determine the total charges estimated to be required during the next year for operation and maintenance of the project including accumulating the necessary reserve funds. A detailed budget shall be made available to the City at least two weeks prior to the Board meeting for review and comment.

b. The City shall pay its share of the total operation and maintenance charges required to deliver water to the City, on the basis of the advance estimates prepared by the Authority. At the end of each year an adjustment will be made in the operation and maintenance charges to reconcile the charges with actual costs, reserve fund requirements, and water uses.

c. Payment of all operation and maintenance charges due from the City shall be made by the City to the Authority on such dates and in such amounts as are designated by the Authority to provide it with funds when needed, as determined by the Authority, provided that no installment shall be due and payable before the day upon which the project is sufficiently complete to permit diversion by the City of the supply of water allocated to it in this contract, or when the

project works shall be deemed to have been completed within the meaning of the contract between the United States and the Authority for constructing and financing the project, all as set forth in a prior written notice by the Authority to the City. Whenever collections from all sources are insufficient to defray Authority operation and maintenance expenses and payments, proportionate additional payments may be required through supplemental notice to the City at least sixty (60) days in advance of the effective date. Such notice shall set forth the justification for the increase in full detail.

WATER SUPPLY

5. a. Quantity - For and in consideration of the payments required to be made under this contract, the Authority agrees to make 12,438 million gallons of untreated project water available to the City for municipal and industrial use during each year of normal supply, which is the City's pro rata share of the project normal water supply.

b. Allocations - Nothing in this contract shall be construed as restricting the right of the Authority to enter into firm contracts for delivery of the entire estimated normal water supply of the project, provided, however, that all such contracts shall recognize the right and responsibility of project water users to share in the normal water supply in the ratio of their contract rights. During periods of scarcity when rationing is in the opinion of the Authority required, the allocation of a lesser volume than listed in Article 5a shall not affect the continuing obligation of the City to make the payments provided in this contract.

c. Quality of water - Water delivered to the City under this contract shall be as received from storage in the Sanford Reservoir.

d. Unit of Measurement - The unit of measurements for water delivered hereunder shall be 1,000 gallons of water, U. S. Standard liquid measure.

e. Allocated Water not Used - If the City does not use the total amount of water to which it is entitled in any particular year, it shall not retain any carryover rights into succeeding years.

f. Other Uses - It is understood that the Project is authorized for the purpose of irrigating land, delivering water for industrial and municipal use, controlling floods, providing recreation and fish and wildlife benefits, and controlling and catching silt. The supply to be available for City use and the price it pays for water may

reflect apportionment among these purposes or regulation of releases to coordinate all listed benefits.

g. Surplus Water - All project water available for use in excess of the normal water supply, as determined by the Authority, is hereby defined as surplus water. Surplus water may be disposed of by the Authority for municipal and industrial purposes on such terms or at such rates as are established by it.

WATER SHORTAGES

6. On account of drought or other causes beyond the reasonable control of the Authority, there may occur at times during any year a shortage in the quantity of water available for transmission to the City by the Authority pursuant to this contract. In no event shall any liability accrue against the Authority, the United States, or any of their officers or employees for any damage, direct or indirect, arising out of any such shortages.

CONTROL OF WATER

7. Right and responsibility for the control of all waters of the project to the point or points of delivery shall remain in the Authority or the United States. Upon passing through the Authority's meter installed at the point or points of delivery, right and responsibility for the control of water shall pass to the City.

POINT OF DELIVERY

8. Deliveries of water to the City shall be made at one point on the aqueduct system, which point shall be designated by the City in advance of construction. A location map or plat showing the proposed location of the aqueduct will be available for use by the City in selecting its point of delivery. Thereafter, the City may request that all or any part of its share of the project water supply be delivered at the dam and reservoir, or may request deliveries at additional points on the aqueduct where the City has reserved aqueduct capacity. Upon approval of such request for a change in the point of delivery or for additional points of delivery, the cost of new connections as determined by the Authority shall be advanced by the City as provided in Article 14.

ALLOCATION OF AQUEDUCT CAPACITY

9. In the event the combined demand of all water users at a given time for the delivery of water shall exceed the carrying capacity of the aqueduct to the proposed point of diversion, deliveries to project water users will be made equitably on the basis that the maximum rate of delivery to each project water user will be in proportion to its share of the designed capacity of the aqueduct. When the carrying capacity of the aqueduct is taxed to its limit, the rate of delivery available for serving the City shall be at least 41.69 million gallons daily (64.50 cubic feet per second). The rate of

delivery will be increased when possible without infringing upon the rights of others, giving consideration to the demands made by all project water users and the relative rights of each which remain unused for the year. The determination of availability of water from time to time, and quantity, shall be made by the Authority, whose determination shall be final.

OBLIGATION TO COMPLETE PROJECT

10. The obligation of the Authority to contract for payment of the reimbursable costs of construction, operation, and maintenance of the project shall be conditioned upon the execution of contracts with sufficient water users to produce revenues which, in the judgment of the Authority and the United States, will repay the costs of constructing and operating the project water supply and distribution system. If contracts are not secured whereby such estimated costs of the Authority can be met, the Authority shall notify the City, whereupon this contract will be voided.

PLEDGE OF CONTRACT

11. This contract, or the repayment obligations assumed by the City under it, may be pledged or assigned by the Authority to the United States as security for repayment of the Authority obligation for construction, operation, and maintenance of the project, but only together with other like contracts with all project water users covering the disposition of the major portion of the project normal water supply.

PROJECT ALTERATIONS AND REPAIRS

12. It is expressly recognized by the City that the Authority may be compelled to make necessary alterations, repairs, and installations of new or additional equipment from time to time during the life of this contract, and any suspension of delivery to the City due to such work shall not be cause for claim of damage on the part of the City. However, every reasonable effort shall be made by the Authority to provide the City with water in accordance with this contract. In cases of necessary suspension, the Authority shall give the City as much advance notice as is practicable, in no event to be less than fifteen (15) days, and set forth the estimated duration thereof. In the event any project facility instrumental in the delivery of water to the City is destroyed or damaged as the result of any cause, whether by force majeure or otherwise, so as to make deliveries of water requirements as herein specified impossible, the Authority shall, to the extent of available resources, immediately proceed to restore said project facilities. Each City assumes the responsibility for maintenance of its distribution system from the point of connection with the aqueduct and agrees that its system shall be constructed and maintained to result in a minimum of waste. Should the Authority determine that any part of the City system is causing unreasonable waste, it shall notify the City, and upon failure of the City to remedy the situation, at its option the Authority may discontinue or limit deliveries until the condition complained of has been corrected.

LIMITATION ON FINANCIAL LIABILITY OF CITY

13. The City is obligated under this contract to pay its share of the costs of construction, operation, and maintenance of the project. Nothing herein shall be construed as prohibiting the Authority from making reasonable rate increases to cover expenses authorized by this contract.

WATER MEASUREMENT

14. a. Water shall be metered at the point or points of delivery. The Authority shall furnish, install, operate and maintain at its own expense at said delivery point a master meter of standard type for measuring properly the quantity of water delivered under this contract. Meters for more than one point of delivery requested by the City shall be furnished, installed, operated, and maintained by the Authority, with the cost of the meter and its installation to be paid by the City. The City may, at its option and expense, install, operate and maintain at said delivery points, a check meter or meters of standard type. The City shall have access to all such metering equipment at all reasonable times, but the reading, calibration, and adjustment of the Authority's master meter shall be done only by employees or agents of the Authority. The Authority shall keep a true record of all meter readings as transcribed from the reports of the Authority's employees or agents with respect thereto. Upon written request of the City, the Authority will give it such information as it may request from the Authority's journals or record books or permit the City to have access to the same in the office of the Authority during business hours.

b. The Authority shall calibrate its metering equipment as often as it considers necessary and at such times as the City may show reasonable evidence of error. If upon any test, the percentage of any inaccuracy thereof is found to be in excess of 2 percent, registration thereof shall be corrected for a period extending back to the time when such inaccuracy began if such time is ascertainable, and if not, then for a period extending back one-half of the time elapsed since the last date of calibration, but in no event further back than a period of six months. In the event the City has provided no check meter with reference thereto and if for any reason any master meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meter is out of service or out of repair shall be agreed upon by the parties thereto, by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations, or by estimating the quantity of delivery by the deliveries made during preceding periods under similar conditions when the meter was registering accurately.

CONTRACT CONTINGENT UPON CONSTRUCTION OF PROJECT

15. This contract shall not be valid and binding unless the repayment contract between the Authority and the United States is confirmed. The Authority agrees to proceed promptly and to the best

of its ability for securing construction of the facilities necessary for the performance of its obligations hereunder and to negotiate all contracts necessary to finance the construction of such facilities. It is understood that at this time the Authority is not in a position to guarantee the undertaking of the construction of the facilities or the date upon which it will be able to make the first delivery of water to the City. The Authority shall not be liable to the City for any damages occasioned by any delay in the commencement of such service to the City.

EASEMENTS

16. The Authority is hereby granted the right to use any easements, right-of-way, or property held by the City for the purpose of making connections to the point or points of delivery and the placing of necessary equipment to carry out the Authority's obligation to deliver water to the City, including related operation and maintenance.

CERTIFICATION

17. The City certifies and recites that the execution of this contract is duly authorized by law and by a majority of the resident qualified electors owning taxable property in said City and who have duly rendered the same for taxation, voting at an election held for that purpose within said City; that all acts, conditions, and things required to exist precedent to this contract, to render the same lawful and valid, have been properly done, and happened, and have been performed in regular and due time, form and manner as required by the constitution and laws of the State of Texas, and that this contract does not exceed any constitutional or statutory limitations, and that provision will be made for all payments due hereunder by irrevocably pledging to the payment hereof sufficient revenues of the waterworks system of the City. The City warrants and guarantees that it has not obligated itself, and is not now bound by the issuance of prior bonds or otherwise in such a manner that prohibits or makes inoperative any of the terms, conditions, or obligations herein provided.

BENEFITS CONDITIONED UPON PAYMENT

18. Should any charges or payments required by the terms of this contract and levied against any water user be judicially determined to be irregular or void, or the City or its officers be enjoined or restrained from making or collecting any charges as provided for herein, such user shall have no right to any of the benefits of this contract and no water shall be made available from the project for such user. If it is judicially determined that the City is not authorized to accomplish collections necessary for the sale or distribution of water to meet its obligations under the contract, the Authority is hereby authorized to sell water direct to those using the City supply and apply net revenues therefrom to the credit of the City's account.

TERM OF CONTRACT

19. This contract shall be effective on execution and shall continue until the construction repayment obligation is paid in full.

Upon the expiration of said term the City shall have a vested right to renew said contract indefinitely at appropriate annual service charges so long as a water supply may be available and the City is current on its payments for water service. After the construction repayment obligation is paid, succeeding payments shall be the estimated amounts which will be required to meet the City's proper share of the Authority's obligations.

RATES AND CHARGES BY THE CITY

20. a. City shall fix and collect such rates and charges for water and services to be supplied by its waterworks system as will make possible the prompt payment of all expenses of operating and maintaining its waterworks system, the making of all payments contracted hereunder, and the prompt payment of the principal and interest on all of its obligations payable from the revenues of its waterworks system. The City may in its discretion, as permitted under laws at the time effective, appropriate money from any sources for the purpose of relieving the necessity of increasing the said rates and charges for water service.

b. The Authority shall never have the right to demand payment by the City of any obligation assumed or imposed on it under and by virtue of this contract from funds raised or to be raised by taxation. The City's obligations under this contract shall never be construed to be a debt of the City of such kind as to require it under the Constitution and laws of the State of Texas to levy and collect a tax to discharge such obligation, it being expressly understood by the parties hereto that all payments due by the City hereunder are to be made from water revenues received by the City.

c. The City represents and covenants that all payments to be made hereunder by it shall constitute Operating Expenses of its waterworks system as defined in Article 1113, Vernon's Texas Civil Statutes.

d. Should the City fail to collect charges due from any water user, or should the City be prevented from collecting such charges by any judicial proceeding, or otherwise fail to collect them, no such water user shall receive water available under this contract. The Authority reserves the right without liability to refuse delivery of water to the City in the event the City fails to pay charges at the time and in the manner and amounts provided for in this contract.

CITY OBLIGATION NOT SEPARABLE

21. The City as a whole is obligated to pay to the Authority the charges becoming due as provided in this contract, notwithstanding the default in the payment to the City by individual water users of charges fixed by the City.

ACCESS TO BOOKS AND RECORDS

22. Each party shall have the right, during office hours, to inspect and to make copies of the other party's books and official records relating to matters covered by this contract.

DETERMINATIONS

23. Where the terms of this contract provide for action to be based upon the opinion or determination of either party to this contract, whether or not stated to be conclusive, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations.

PENALTY FOR DELINQUENT PAYMENTS

24. Every installment or charge required to be paid to the Authority under this contract which remains unpaid after it has become due and payable, shall be subject to a penalty of one-half of one percent per month from the date of delinquency.

DEFAULT

25. In the event the City shall fail to pay all or any part of its obligations incurred under this contract, and such delinquency shall have continued for a period of not less than two years, the Authority may, at its option, in addition to all other rights provided in this contract, exercise all or any of the following rights and remedies.

a. The Authority may stipulate water rates to be charged by the City and the City shall conform its rates accordingly.

b. The Authority may withhold all or any part of the normal water supply allocated to the City by this contract and may sell or dispose of such part without obligation, responsibility, or liability for damages to the City and shall apply the net revenue from said sales as a credit upon the obligation of the City to the Authority.

c. The Authority may terminate this contract whereupon all rights thereunder accruing to the City shall cease and determine. Such termination, however, shall not relieve the City from its obligation to pay all costs, charges, or installments due and payable under this contract prior to the effective date of such termination.

All rights of action for breach of this contract are reserved to the Authority or the United States. Nothing contained in this contract shall be construed as abridging, limiting, or depriving the United States or the Authority of any means of enforcing any remedy either at law or in equity for the breach of any provisions hereof which either party would otherwise have. The waiver of a breach of any of the provisions of this contract shall not be deemed to be a waiver of any provisions hereof, or of any other or subsequent breach of any provision hereof.

NOTICES

26. Any notice authorized or required by this contract shall be deemed properly given, except where otherwise herein specifically provided, if mailed postage prepaid to the office of the General Manager, Canadian River Municipal Water Authority, on behalf of the Authority, and to the Mayor of the City of Lubbock, at Lubbock, Texas, on behalf of the City. The designation of the person to be notified, or the address of such person, may be changed at any time by similar notice.

SUBJECT TO UNITED STATES AND AUTHORITY CONTRACT

27. This contract shall be subject to the terms, conditions, and provisions of the repayment contract between the Authority and the United States for constructing and financing the project, as amended or modified. This contract cannot be amended or supplemented without the advance written approval of a duly authorized representative of the United States. The Authority may assign all or any part of its rights or authority under this contract to the United States.

ASSIGNMENTS BY CITY

28. The City may sell or assign this contract or any portion of its allocation of the right to receive project water only with the approval of the Authority and the United States. Under any assignment, it must be established to the Authority's satisfaction that the water right may be transferred under Texas law and the laws of the United States for diversion as proposed. The alternate user must enter a contract or contracts satisfactory to the Authority and the United States.

NONDISCRIMINATION IN EMPLOYMENT

29. a. In connection with the performance of work under this contract, the City agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the United States setting forth the provisions of the nondiscrimination clause.

Lubbock, Texas

b. The City further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

CANADIAN RIVER MUNICIPAL WATER AUTHORITY

By C. J. Johnson
President

CITY OF LUBBOCK, TEXAS

By David C. Casey
Title _____

ATTEST:

[Signature]
Secretary

(SEAL)

ATTEST:

[Signature]
City Clerk

Approved as to Form:

[Signature]
City Attorney

SUPPLEMENTAL CONTRACT
Between the
CANADIAN RIVER MUNICIPAL WATER AUTHORITY
and the
CITY OF LUBBOCK

Contract for Modifying the Aqueduct System of the
Canadian River Project

THIS SUPPLEMENTAL CONTRACT is made this 18th day of June, 1963, between the CANADIAN RIVER MUNICIPAL WATER AUTHORITY, herein styled the Authority, duly created and existing under the laws of the State of Texas, and the CITY OF LUBBOCK, herein referred to as the City, a municipal corporation in the State of Texas acting by virtue of authority of general law.

WITNESSETH THAT:

WHEREAS, the Authority and the City have heretofore entered into a contract dated January 9, 1961, herein referred to as the basic contract, to cover construction of a project to provide a municipal water supply from the Canadian River, Texas, for the City and terms of payment therefor ; and,

WHEREAS, the City has requested modifications in the plan for construction of the project which affect only the City;

NOW, THEREFORE, the parties hereto agree as follows:

1. The City requests the following change or changes in the project plan:

An additional delivery point to be located in the vicinity of the intersection of the projections of 66th Street and Olive Avenue. The locations of Lubbock delivery points are shown on Drawing No. 662-525-938, attached hereto as Exhibit "A", and by this reference made a part hereof.

2. Upon inclusion of the change or changes in the constructed aqueduct system proposed in Article 1 above, the added cost occasioned by such change or changes shall be included in the final construction repayment obligation payable by the City to the Authority under the basic contract, and shall be in addition to percentage allocations of reimbursable project costs under said basic contract.

3. The estimated additional cost of the change or changes proposed in Article 1 is \$410,000.00. The actual additional cost payable by the City to the Authority shall be determined by assessing the contractor's bid prices for the increase in project cost required to provide service at the point described in Article 1. Such additional cost shall be reported to the City as soon as sufficient data are available in the detail shown on the form attached hereto, identified as Exhibit "B" and by this reference made a part hereof.

4. In the event adding the cost of change or changes proposed by Article 1 of this contract shall cause the total construction repayment obligation allocation payable by the City to the Authority to exceed Thirty-seven Million Five Hundred Forty-eight Thousand Dollars (\$37,548,000.00) as set forth in Article 3 of the basic contract, then this contract shall constitute the City's agreement to pay such additional amount in addition to the amount set forth in this article, but not to exceed the amount estimated in Article 3 hereof as the cost for the change or changes specified in Article 1 of this contract.

5. The basic contract shall remain in all respects in full force and effect.

6. This contract shall be effective between the parties only upon approval by the United States of America of the change in plan set forth in Article 1.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this supplemental contract to be duly executed in several counterparts each of which shall constitute an original, all as of the day and year first above written.

ATTEST:

[Signature]
Secretary
(SEAL)

CANADIAN RIVER MUNICIPAL WATER AUTHORITY

By *[Signature]*
President

ATTEST:

[Signature]
City Secretary

CITY OF LUBBOCK, TEXAS

By *[Signature]*
Title Mayor
Jack F. Strong

Approved as to Form:

[Signature]
City Attorney

APPROVED:

UNITED STATES OF AMERICA

BY *[Signature]*
Title Regional Director

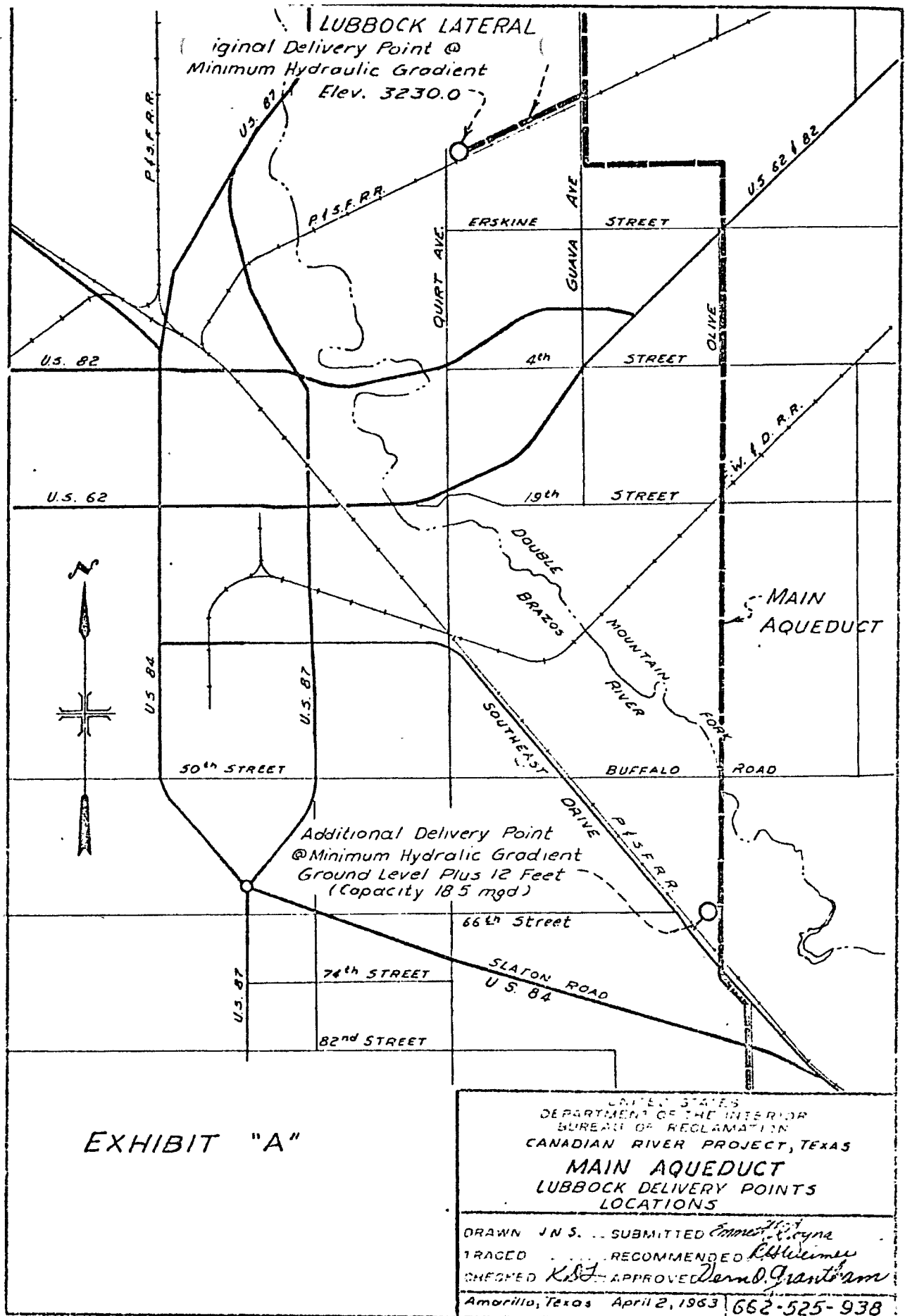


EXHIBIT "A"

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION CANADIAN RIVER PROJECT, TEXAS	
MAIN AQUEDUCT LUBBOCK DELIVERY POINTS LOCATIONS	
DRAWN J.N.S.	SUBMITTED <i>James H. Stryker</i>
TRACED	RECOMMENDED <i>R.H. Weimer</i>
CHECKED <i>K.S.F.</i>	APPROVED <i>Barnd. Grant</i>
Amarillo, Texas April 2, 1963 662-525-938	

EXHIBIT "B"

Tabulation of bid items and bid prices reflected in low bid for work under Specifications No. _____, _____, _____ Contractor. For an additional delivery point located in the vicinity of the intersection of 66th Street and Olive Avenue.

	<u>Quantity</u>	<u>Unit</u> <u>Cost</u>	<u>Total</u> <u>Cost</u>
1. Excavation	_____ c.y.	_____	_____
2. Concrete Pipe, 42" - 125' head	_____ l.f.	_____	_____
3. Concrete Pipe, 42" - 100' head	_____ l.f.	_____	_____
4. Concrete Pipe, 42" - 75' head	_____ l.f.	_____	_____
5. Concrete Pipe, 42" - 50' head	_____ l.f.	_____	_____
6. Concrete Pipe, 42" - 25' head	_____ l.f.	_____	_____
7. Concrete Pipe, 36" - 50' head	_____ l.f.	_____	_____
8. Backfill	_____ c.y.	_____	_____
9. Compacting Backfill	_____ c.y.	_____	_____
10. Additional Turnout Structure		Lump Sum	_____

A. Total _____

EXHIBIT "B"

Without an additional delivery point located in the vicinity of the intersection of 66th Street and Olive Avenue.

	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1. Excavation	_____ c.y.	_____	_____
2. Concrete Pipe, 24" - 125' head	_____ l.f.	_____	_____
3. Concrete Pipe, 24" - 100' head	_____ l.f.	_____	_____
4. Concrete Pipe, 24" - 75' head	_____ l.f.	_____	_____
5. Concrete Pipe, 24" - 50' head	_____ l.f.	_____	_____
6. Concrete Pipe, 24" - 25' head	_____ l.f.	_____	_____
7. Backfill	_____ c.y.	_____	_____
8. Compacting Backfill	_____ c.y.	_____	_____

B. Total _____

A. _____ (-) B. _____ = _____

Total increased
costs payable by
City of Lubbock

SUPPLEMENTAL CONTRACT
Between the
CANADIAN RIVER MUNICIPAL WATER AUTHORITY
and the
CITY OF LUBBOCK

For Modifying the Aqueduct System of the
Canadian River Project

THIS SUPPLEMENTAL CONTRACT is made this 5th day of December, 1963, between the CANADIAN RIVER MUNICIPAL WATER AUTHORITY, herein styled the Authority, duly created and existing under the laws of the State of Texas, and the CITY OF LUBBOCK, herein referred to as the City, a municipal corporation in the State of Texas acting by virtue of authority of general law.

WITNESSETH THAT:

WHEREAS, the Authority and the City have heretofore entered into a contract dated January 9, 1961, herein referred to as the Basic contract, to cover construction of a project to provide a municipal water supply from the Canadian River, Texas, for the City and terms of payment therefor; and,

WHEREAS, the City has requested modifications in the plan for construction of the project which affect only the City;

NOW, THEREFORE, the parties hereto agree as follows:

1. The City requests the following change or changes in the project plan:

A flowmeter is to be installed at the outlet of the proposed Lubbock Treatment Plant. The inside diameter of the pipe is to be increased from 54-inch to 72-inch between Main Aqueduct Stations 8090+00 and approximately 8210+09. The location of the changes is shown on Drawing No. 662-525-1122, attached hereto as Exhibit "A", and by this reference made a part hereof.

2. Upon inclusion of the change or changes in the constructed aqueduct system proposed in Article 1 above, the added cost occasioned by such change or changes shall be included in the final construction repayment obligation payable by the City to the Authority under the basic contract, and shall be in addition to percentage allocations of reimbursable project costs under said basic contract.

3. The estimated additional cost of the change or changes proposed in Article 1 is \$180,000.00. The actual additional cost payable by the City to the Authority shall be determined by assessing the contractor's bid prices for the increase in project cost required to provide for the changes described in Article 1. Such additional cost shall be reported to the City as soon as sufficient data are available in the detail shown on the form attached hereto, identified as Exhibit "B", and by this reference made a part hereof.

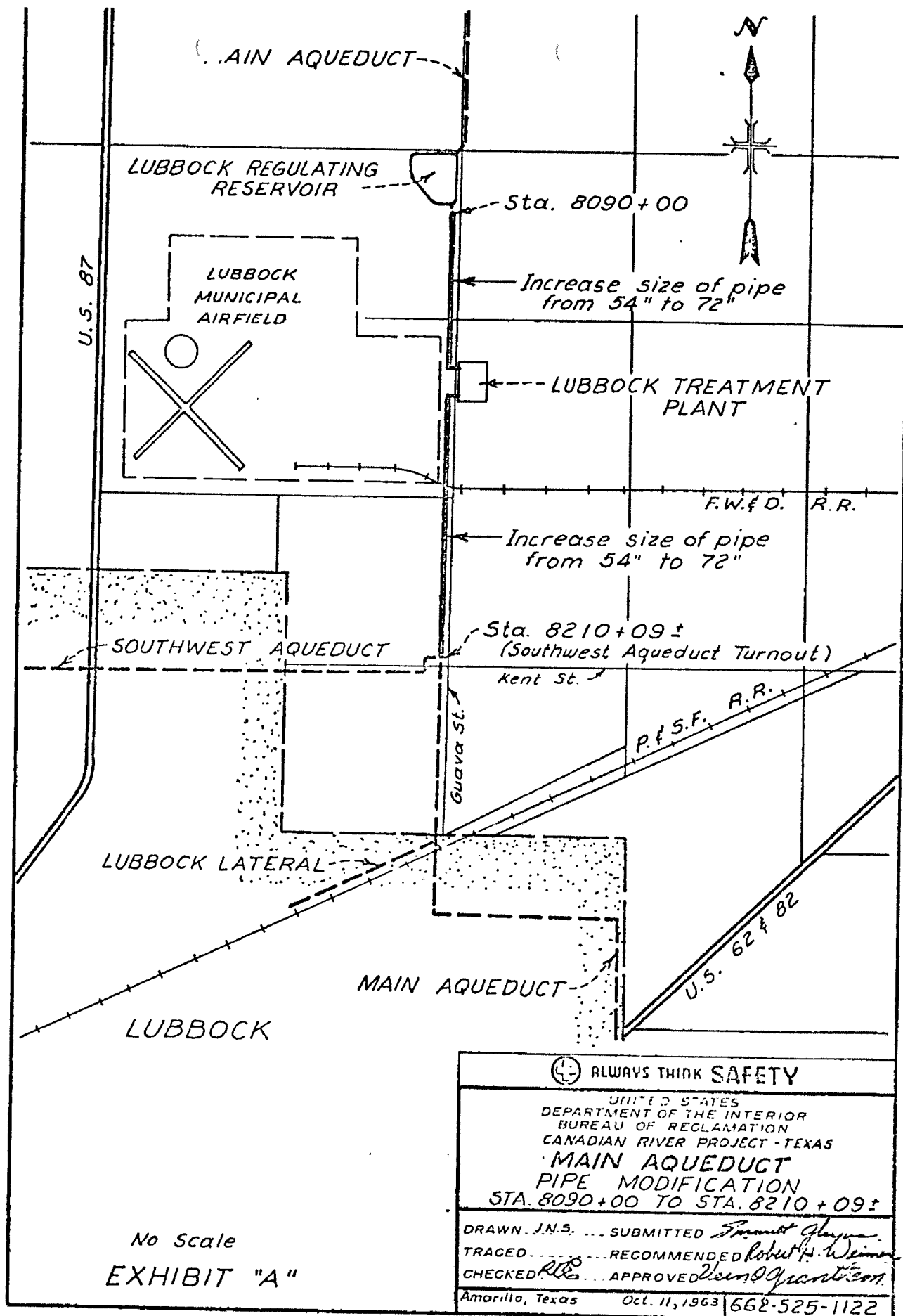


EXHIBIT B

Tabulation of bid items and bid prices reflected in low bid for work under Specifications No. _____, _____, _____ Contractor, for increasing pipe size from 54-inch to 72-inch between Main Aqueduct Stations 8090+00 and approximately 8210+09 (Southwest Aqueduct Turnout).

<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
1. Excavation	_____ c.y.	_____	_____
2. Concrete pipe, 72-inch, 25-foot head	_____ l.f.	_____	_____
3. Concrete pipe, 72-inch, 50-foot head	_____ l.f.	_____	_____
4. Backfill	_____ c.y.	_____	_____
5. Compacted Backfill	_____ c.y.	_____	_____
6. Furnishing and installing one flowmeter	For the Lump Sum of		_____

A. TOTAL _____

EXHIBIT B

Estimate for 54-inch pipe between Main Aqueduct Stations 8090+00 and approximately 8210+09 (Southwest Aqueduct Turnout).

<u>Item</u>	<u>Quantity</u>	<u>Unit</u> <u>Cost</u>	<u>Amount</u>
1. Excavation	_____ c.y.	_____	_____
2. Concrete pipe, 54-inch 25-foot head	_____ l.f.	_____	_____
3. Concrete pipe, 54-inch 50-foot head	_____ l.f.	_____	_____
4. Backfill	_____ c.y.	_____	_____
5. Compacted Backfill	_____ c.y.	_____	_____

B. TOTAL _____

A. _____ (-) B. _____ = _____
 Total increased cost
 payable by City of
 Lubbock

SUPPLEMENTAL CONTRACT
Between the
CANADIAN RIVER MUNICIPAL WATER AUTHORITY
and the
CITY OF LUBBOCK, TEXAS
relating to the
PROPOSED CITY OF LUBBOCK WATER TREATMENT SYSTEM

THIS SUPPLEMENTAL CONTRACT made and entered into this, the 23rd day of January, 19 64, between the CANADIAN RIVER MUNICIPAL WATER AUTHORITY, herein styled the "Authority", duly created and existing under the laws of the State of Texas, and the CITY OF LUBBOCK, TEXAS, hereinafter referred to as "Lubbock", member city of Authority, being a municipal corporation of the State of Texas acting under authority of laws of the State of Texas and its Home Rule Charter;

WITNESSETH THAT:

WHEREAS, Authority and Lubbock have entered into a contract dated January 9, 1961, for providing Lubbock a water supply from the Canadian River Project, Texas, hereinafter referred to as "Project"; and,

WHEREAS, similar contracts have been entered into between the Authority and six other member cities of the Authority, being the cities of Levelland, Brownfield, O'Donnell, Slaton, Tahoka, and Lamesa, Texas, hereinafter referred to as the "other member cities"; and,

WHEREAS, Lubbock proposes the construction of a Water Treatment System of such nature and capacity as will provide treatment of all Project water to be provided for Lubbock and the other member cities within the limits established for each such city in the aforementioned water contracts between them and Authority; and,

WHEREAS, Lubbock proposes to take delivery of Project water through a control valve at each Lubbock Turnout Structure by remote manual control of valve opening at the proposed Lubbock Treatment Plant to permit maximum utilization of City storage facilities and to permit versatility in operation depending on the demand and future city growth.

NOW, THEREFORE, the parties hereto, for and in consideration of the undertakings assumed by each as hereinafter set forth, do hereby agree and bind themselves as follows:

Contract Conditioned Upon Treatment
System Agreement - Termination

1. This contract shall be in effect only in the event that Lubbock does, under appropriate contractual arrangements, assume responsibility for the treatment of Project water to be delivered to Lubbock and the other member cities. Lubbock may terminate this contract at any time by making arrangements acceptable to the Authority and to the United States whereby Lubbock and each of the other member cities may enjoy the uninterrupted transportation of water through the Project aqueduct system.

Deliveries

2. Upon completion of the Lubbock Treatment System, Lubbock and the other member cities shall take deliveries of their share of untreated Project water at the inlet meter for the Lubbock Treatment System. It shall be the responsibility of Lubbock to schedule the delivery of treated water at the outlet works of the Lubbock Treatment System in a manner acceptable to Authority and the other member cities, and to regulate the Lubbock Turnout Structure Valves in a manner acceptable to the Authority.

Liability

3. Authority shall not be liable for any of the following:

a. Impeded or interrupted deliveries of water due to malfunction, mode of operation, or other causes related to the Lubbock Treatment System.

b. The sufficiency or quality of treated water or for any contamination while such water is in the Project aqueduct system between the Lubbock Treatment System and the other member cities.

c. The return to the Project aqueduct system from the Lubbock Treatment System of any amount of water which is less than that delivered for the account of Lubbock and the other member cities at the Lubbock Treatment System inlet meter.

d. The costs of treatment of water lost from the aqueduct system between the Lubbock Treatment System and cities' meters, at which point responsibility for control of the water is in the receiving city.

Treatment Costs

4. Lubbock shall make all appropriate arrangements with the other member cities for the costs of treatment of their Project water and the operation and maintenance of the Lubbock Treatment System, the Authority to have no responsibility of any nature in this regard.

Metering

5. Lubbock shall provide acceptable metering equipment at the outlet point connecting the Lubbock Treatment System with the Project aqueduct system for reinjection of treated water and shall be responsible for the care, operation, and maintenance thereof. Title to the outlet meter shall be in the Authority. If either the inlet or outlet meter is found to be inaccurate or is out of service, water deliveries shall be estimated from the best available information. The City shall promptly correct and repair the inlet and outlet meters.

Conditions of Redelivery to Authority

6. Lubbock shall redeliver treated water to Project aqueduct system constructed by Authority to serve the other member cities at a hydraulic gradient elevation and location as set forth in Exhibit A, attached hereto and made a part hereof.

Authority Office Space

7. To permit the orderly and cooperative management of Project water transportation from the Lubbock Treatment System to other member cities, Lubbock will provide a minimum of 224 square feet of office space in an appropriate area of the Lubbock Treatment System, and will provide all necessary utilities and maintenance services required for the proper and convenient utilization of that space. The Authority will pay \$600.00 per year for the space provided, which amount, at the option of Lubbock, may be credited on any current operation, maintenance, and replacement assessment payable by Lubbock to the Authority. Lubbock or the Authority may terminate use of the space covered by this article at any time upon 365 days' written notice to the other party. Such termination shall have no effect upon any of the remaining provisions of this contract.

Monitoring Control Cubicle

8. Lubbock agrees to provide space for and monitor the Authority's Control Cubicle and to communicate operational data to the Authority as required by the Authority.

Approval

9. This contract shall not be binding until approved as acceptable to the United States of America, represented by the Contracting Officer for the Canadian River Project, Texas, and by appropriate action of the governing bodies of the other member cities to be served with treated water from the Lubbock Treatment System.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this supplemental contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

ATTEST:

Harold Alexander
Secretary

CANADIAN RIVER MUNICIPAL WATER AUTHORITY

By *John H. ...*

President

ATTEST:

Pauline Frouse
City Secretary

CITY OF LUBBOCK, TEXAS

By *John F. ...*

Title _____

Approved as to Form:

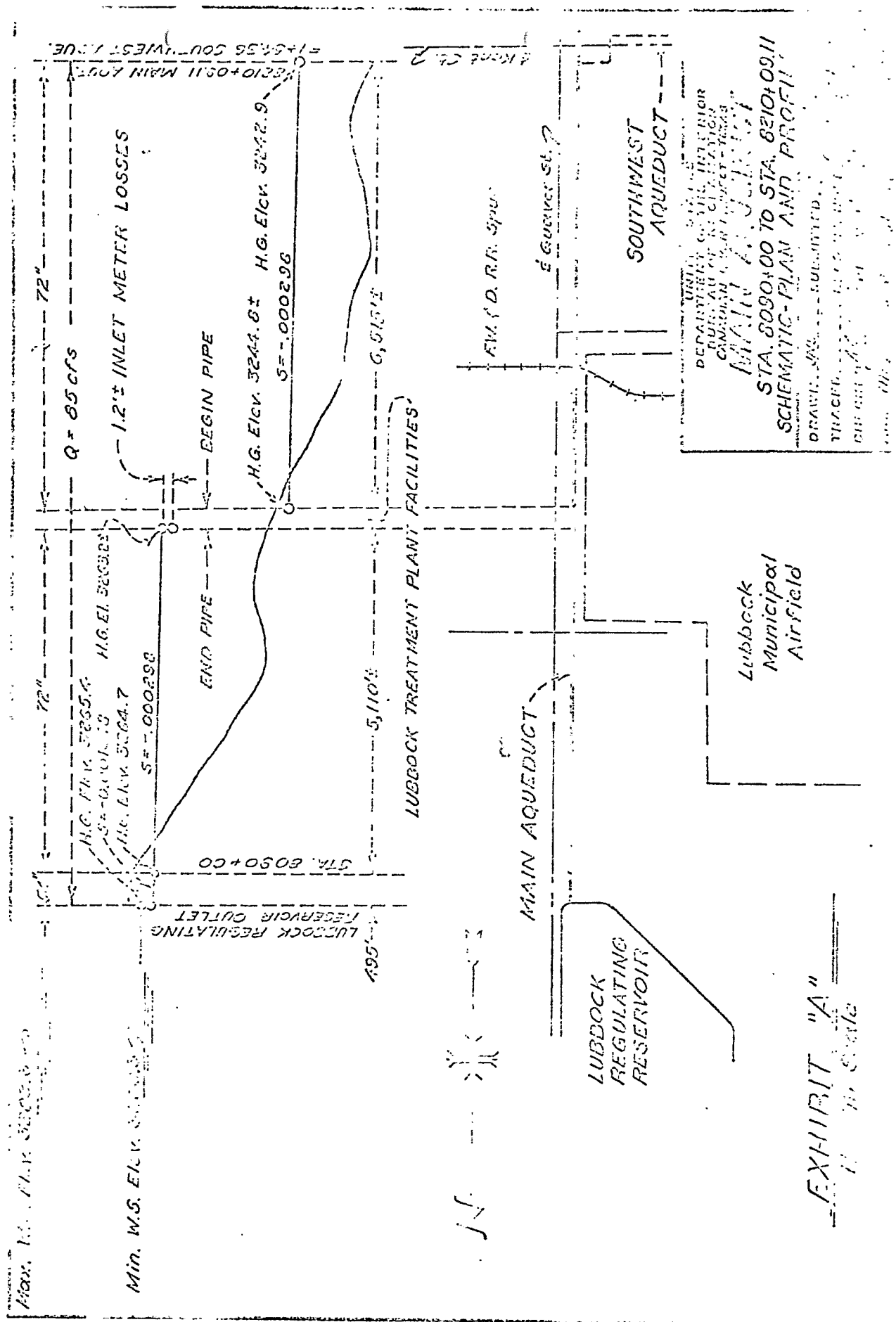
City Attorney

APPROVED:

UNITED STATES OF AMERICA

By *John H. ...*

Title Acting Regional Director



SUPPLEMENTAL CONTRACT
Between the
CANADIAN RIVER MUNICIPAL WATER AUTHORITY
and the
CITY OF LUBBOCK

Contract for Modifying the Aqueduct System of the
Canadian River Project

THIS SUPPLEMENTAL CONTRACT is made this 23rd day of June, 1966, between the CANADIAN RIVER MUNICIPAL WATER AUTHORITY, herein styled the Authority, duly created and existing under the laws of the State of Texas, and the CITY OF LUBBOCK, herein referred to as the City, a municipal corporation in the State of Texas acting by virtue of authority of general law.

WITNESSETH THAT:

WHEREAS, the Authority and the City have heretofore entered into a contract dated January 9, 1961, herein referred to as the basic contract, to cover construction of a project to provide a municipal water supply from the Canadian River, Texas, for the City and terms of payment therefor; and,

WHEREAS, the City has requested modifications in the plan for construction of the project,

NOW, THEREFORE, the parties hereto agree as follows:

1. The City requests the following change or changes in the project plan:

Installation of an encasement for the aqueduct pipe at the location of the crossing of Farm-to-Market Road No. 2528, at Southwest Aqueduct Station 442+10. The encasement shall consist of 48-inch diameter, 12-gage corrugated metal pipe, installed between Stations 441+50 and 442+70.

2. Upon inclusion of the change or changes in the constructed aqueduct system proposed in Article 1 above, the added cost occasioned by such change or changes shall be included in the final construction repayment obligation payable by the City to the Authority under the basic contract, and shall be in addition to percentage allocations of reimbursable project costs under said basic contract.

3. The actual additional cost of the change or changes proposed in Article 1, and payable by the City to the Authority, is \$8,472.00. This amount represents the actual increase in project cost required because of the modification described in Article 1, and is computed as follows:

Performing excavation, backfill, compacting
backfill, and furnishing and installing 12-gage
corrugated metal pipe encasement:

120 l.f. @ \$70.60 = \$8,472.00

4. In the event adding the cost of change or changes proposed by Article 1 of this contract shall cause the total construction repayment obligation allocation payable by the City to the Authority to exceed Thirty-seven Million Five Hundred Forty-eight Thousand Dollars (\$37,548,000.00) as set forth in Article 3 of the basic contract, then this contract shall constitute the City's agreement to pay such additional amount in addition to the amount set forth in this article, but not to exceed the amount estimated in Article 3 hereof as the cost for the change or changes specified in Article 1 of this contract.

5. The basic contract shall remain in all respects in full force and effect.

6. This contract shall be effective between the parties only upon approval by the United States of America of the change in plan set forth in Article 1.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this supplemental contract to be duly executed in several counterparts each of which shall constitute an original, all as of the day and year first above written.

ATTEST:

Louis Alexander
Secretary
(SEAL)

CANADIAN RIVER MUNICIPAL WATER AUTHORITY

By [Signature]
President

ATTEST:

Lavenia Lowe
City Secretary
LAVENIA LOWE

CITY OF DUBBOCK, TEXAS

By [Signature]
Title W. D. ROGERS, JR., Mayor

Approved as to Form:

[Signature]
City Attorney

APPROVED:

UNITED STATES OF AMERICA (

By [Signature]
Title Regional Director, Region 5

AMENDMENT TO THE CONTRACT
BETWEEN THE CANADIAN RIVER MUNICIPAL
WATER AUTHORITY AND THE

CITY OF LUBBOCK, TEXAS

This Agreement is made this the 26th day of June,
1969, between the CANADIAN RIVER MUNICIPAL WATER AUTHORITY, an
authority duly created and existing under the laws of the State
of Texas, and the CITY OF LUBBOCK, TEXAS
a municipal corporation in the State of Texas.

FOR AND IN CONSIDERATION of the mutual agreements and
covenants, the parties hereto do hereby amend their contract
dated the 9th day of January 1961, as follows:

A. So that Article 1, section 1, shall hereafter be as
follows:

"1.1 Year - shall mean the period January 1 through
the next following December 31 unless otherwise
indicated by the text."

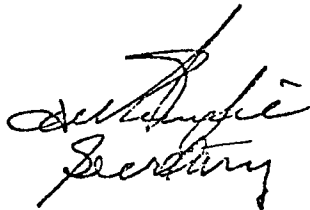
B. So that Article 4, sections a. and b. shall hereafter
be as follows:

"4.a. At an appropriate meeting in each calendar year,
in no event, however, to be later than August 1, the
Board of Directors of the Authority shall determine the
total charges estimated to be required for operation
and maintenance of the project including accumulating
the necessary reserve funds for the next ensuing budget
year commencing October 1 and ending the following
September 30. A detailed budget shall be made available
to the City at least two weeks prior to the Board
meeting for review and comment."

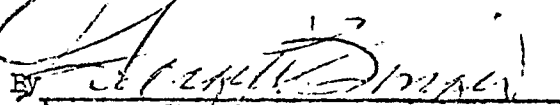
"b. The City shall pay its share of the total operation and maintenance charges required to deliver water to the City, on the basis of the advance estimates prepared by the Authority. At the end of each budget year an adjustment will be made in the operation and maintenance charges to reconcile the charges with actual costs, reserve fund requirements, and water uses."

This AGREEMENT shall not become effective until a similar agreement has been executed by the Authority and each of the other member cities.


IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies, and with the prior approval of a duly authorized representative of the United States, have caused this contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

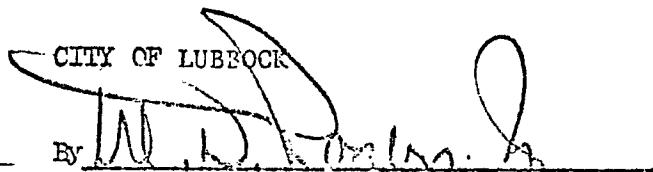

Secretary

CANADIAN RIVER MUNICIPAL
WATER AUTHORITY

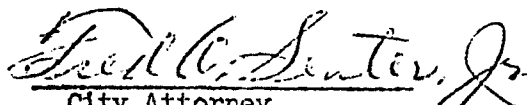
By 
George W. Finger,
President

ATTEST:


City Secretary or Clerk

CITY OF LUBBOCK
By 
W. D. ROGERS, Jr.
Its Mayor

APPROVED AS TO FORM:


Fred C. Senter, Jr.
City Attorney

APPROVED: The United States of America

By Leon W. Hill
(Sgd) Leon W. Hill
Title Regional Director

**AGREEMENT
BETWEEN THE
CANADIAN RIVER MUNICIPAL WATER AUTHORITY
AND THE
CITY OF LUBBOCK, TEXAS
FOR THE PREPAYMENT OF THE OBLIGATIONS
TO THE UNITED STATES OF AMERICA
INCURRED IN CONNECTION WITH THE CONSTRUCTION OF THE
CANADIAN RIVER PROJECT**
