

**Green Valley Special Utility District - Santa Clara Creek No. 1  
Wastewater Treatment Design Calculations  
Interim Phase**

**SBR OXYGEN REQUIREMENTS**

**Actual Oxygen Transfer Rate (AOTR)**

TCEQ Criteria: 2.20 lbs O<sub>2</sub> / lb BOD removed  
 BOD<sub>5</sub> Removed = 7,089,000 lbs/day  
 AOTR = 15,596 lbs O<sub>2</sub> / day

**Standard Oxygen Transfer Rate (SOTR)**

$$SOTR = AOTR \left[ \frac{C_{s,20}}{\alpha F (\beta C_{sd} - C)} \right] (1.024^{20-T})$$

T = 30 °C

$$C_{s,20} = 9.07 \times \left( 1 + \frac{0.4 \times D}{34} \right)$$

D = 28 ft (depth, SWD)  
 C<sub>s,20</sub> = 12.06 mg/l (DO saturation at standard conditions)

$$C'_{sd} = Cst \times \left( Fe + \frac{0.4 \times D}{34} \right)$$

Cst = 8.24 mg/l (DO saturation at liquid temp & sea level)  
 Fe = 0.97 Elevation Factor  
 C<sub>sd</sub> = 10.71 mg/l (DO saturation at design conditions)  
 α = 0.85 coefficient/correction factor  
 β = 0.95 Salinity-surface tension correction factor  
 F = 1.00 Fouling factor  
 C = 2.0 mg/l (operating Oxygen concentration)

SOTR = 21,357 lbs O<sub>2</sub> / day

**Design SOTR**

Aeration time/cycle = 2 hrs/cycle  
 Cycles/day/basin = 4  
 Total Aeration time = 8 hrs/day/basin  
 No. of Basins = 2

Design SOTR for Aeration = 1,309 lbs O<sub>2</sub>/hr/basin

**Minimum Design Air Flow**

Density of Air at Temp. of 30 °C = 0.07270626 lbs/cf  
 Amount of Oxygen = 0.01685 lbs/cf  
 Minimum Design Air Flow = 3,698 SCFM (per basin being aerated)

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Interim Phase**

**AEROBIC DIGESTER**

Average Sludge Yield from SBR:	43,236	gal/day		
TCEQ Minimum Sludge Retention Time:	15	days		
SRT from SBR Treatment Basins:	29.1627	days		
Minimum SRT needed in Aerobic Digester:	0	days		
Minimum Proposed Aerobic Digester Volume:	750,000	gallons =	100,261	cubic feet
Minimum Digester Sludge Retention Time:	17.3	days		
Total Sludge Retention Time:	46.5	days		

**Oxygen Requirements**

Criteria:	30.0	scfm per 1000 cf of volume
Minimum Design Air Flow =	3008	scfm

**SBR EFFLUENT EQUALIZATION**

Minimum Working Volume Equal to:	2.5	Cycles
Volume per Cycle:	312,500	gallons
Minimum Working Volume:	781,250	gallons

**UV DISINFECTION**

Average Flow:	2.5	MGD =	1737	gpm
Peak Flow:	7.5	MGD =	5209	gpm
No. of Lamps per Module:	40			
Lamp Length:	62	in		
Recommended Flow per Lamp:	18.0	gpm		
Minimum No. of Lamps Needed:	290	lamps		
No. of Modules Needed:	7.3	modules, use:	8	modules

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**BELT FILTER PRESS**

**Solids Generated**

Percent Solids in Sludge: 1.5 %

BOD <sub>5</sub> removed	7,089	lbs/day
Dry Sludge Produced	5,409	lbs/day
Wet Sludge Produced	360,590	lbs/day
Wet Sludge Produced	43,236	gal/day

Length of Sustained Peak (days)	Peaking Factor	Waste Sludge Mass Loading (lbs/day)	Total Sustained Loading (lb)
1	2.4	12,981	12,981
14	1.32	7,140	99,955

Belt Press Sludge Loading Rate: 600 lb/m<sup>2</sup>hr (200 to 1500 lb/m<sup>2</sup>hr typical)

**Two 2.5 m Belt Filter Presses**

Total Sludge Loading Rate: 3,000 lb/m<sup>2</sup>hr

**Belt Press Average Mass Loading Condition (Press 7-days of Sludge in 5-day work week)**

5,409 lbs/day x 7 days =	37,862	lbs
37,862 lbs / 5 days =	7,572	lbs / day
7,572 lbs/day / 3,000	lb/m <sup>2</sup> hr =	2.52 hrs/day

**Peak Mass Loading Condition (Press 14-days of Peak Sludge in 10-days)**

7,140 lbs/day x 14 days =	99,955	lbs
99,955 lbs / 10 days =	9,996	lbs / day
9,996 lbs/day / 3,000	lb/m <sup>2</sup> hr =	3.33 hrs/day

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Final Phase**

**INFLUENT**

**Flow:**

Average:     5     MGD  
Peak:        15     MGD

**Site Elevation:**

550     ft MSEL

**Composition:**

	Design Values	
Assumed Values		
Peak Biological Oxygen Demand 5-day (BOD <sub>5</sub> ):	350	mg/l
Total Suspended Solids (TSS):	300	mg/l
Ammonia (NH <sub>3</sub> -N):	26	mg/l
Chemical Oxygen Demand (COD):	700	mg/l
Alkalinity	200	mg/l
Total Dissolved Solids (TDS):	550	mg/l
Total Nitrogen (N):	50	mg/l
Phosphorus (P):	9	mg/l

**Temperatures:**

Winter Temp (Min.):     15     °C  
Summer Temp (Max.):    30     °C

**EFFLUENT**

**Composition:**

Biological Oxygen Demand 5-day (BOD<sub>5</sub>):     10     mg/l  
Total Suspended Solids (TSS):             15     mg/l  
Ammonia (NH<sub>3</sub>-N):                     3     mg/l  
Dissolved Oxygen:                         5     mg/l

**Green Valley Special Utility District - Santa Clara Creek No. 1  
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Final Phase**

**CHARACTERISTICS & COEFFICIENTS**

MLSS =	3000	mg/l at normal operating level
Volatile Suspended Solids =	70	% of Total Suspended Solids
Minimum DO during aeration =	2.0	mg/l

*Kinetic Coefficients for heterotrophic bacteria*

Y =	0.40	g VSS / g bCOD
k <sub>d</sub> =	0.12	g VSS / g VSS*d
K <sub>d</sub> =	1.04	unitless
k <sub>d, 14°C</sub> =	0.099	g / g*d
f <sub>d</sub> =	0.15	unitless

*Kinetic Coefficients for nitrification*

Y <sub>n</sub> =	0.12	g VSS / g NH <sub>4</sub> -N
K <sub>o</sub> =	0.50	g / m <sup>3</sup>
K <sub>n</sub> =	0.74	g NH <sub>4</sub> -N / m <sup>3</sup>
K <sub>n</sub> =	1.053	unitless
K <sub>n, 14°C</sub> =	0.572	g / m <sup>3</sup>
k <sub>dn</sub> =	0.080	g VSS / g VSS*d
k <sub>dn</sub> =	1.040	unitless
k <sub>dn, 14°C</sub> =	0.066	g / g*d
μ <sub>m</sub> =	0.75	g VSS / g VSS*d
μ <sub>n</sub> =	1.07	unitless
μ <sub>m, 14°C</sub> =	0.535	g / g*d

a: Metcalf & Eddy, Wastewater Engineering Treatment & Reuse, 4th Ed., Tables 8-10 & 8-11, Pgs 704-705

**LOADING**

BOD<sub>5</sub> Loading:

$$\text{BOD}_5 \text{ Removed} = \frac{8.34 \times Q (\text{BOD}_5 \text{ inf} - \text{BOD}_5 \text{ eff})}{10^6}$$

$$\text{BOD}_5 \text{ Removed} = 14,178 \text{ lbs/day}$$

TSS Loading:

$$\text{TSS Removed} = \frac{8.34 \times Q (\text{TSS inf} - \text{TSS eff})}{10^6}$$

$$\text{TSS Removed} = 11,885 \text{ lbs/day}$$

**Green Valley Special Utility District - Santa Clara Creek No. 1  
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Final Phase**

**FINE SCREEN**

Bar Spacing:	0.25	in		
Average Flow Rate:	5.0	MGD		
Approximate Volume of Screenings:	13	cf/MG		
Anticipated Volume of Screenings:	65	cf per day		

**COARSE SCREEN (BYPASS/OVERFLOW BAR SCREEN)**

**INFLUENT FLOW RATE:**

Average Influent Flow Rate:	5.00	MGD	=	3472	gpm	=	7.736	cfs
Peak Influent Flow Rate:	15.00	MGD	=	10417	gpm	=	23.209	cfs

**CHANNEL GEOMETRY:**

Channel Width:	5.0	ft
Design Channel Flow Depth:	1.2	ft
Max. Channel Depth:	2.8	ft

**BAR RACK GEOMETRY:**

Bar Size:	0.375	in
Clear Space Between Bars:	0.500	in
Incline Angle:	60	degrees
No. of Bars in Rack:	68	
Clear Space:	2.875	sf per ft of channel depth

**HEADLOSS THROUGH BAR SCREEN:**

Channel Area (Avg):	5.8	sf
Channel Area (Max):	13.8	sf
Approach Velocity (Avg):	1.33	fps (using design channel depth)
Approach Velocity (Peak):	1.69	fps (using max. channel depth)
Bar Screen Area (Avg):	3.35	sf
Bar Screen Area (Max):	7.91	sf
Velocity Through Bars (Avg):	2.31	fps (using design channel depth)
Velocity Through Bars (Max):	2.94	fps (using max. channel depth)

$$HeadLoss = \frac{V^2 - v^2}{0.7 \times 2 \times g}$$

V= Velocity of flow through openings in rack  
v= Approach velocity  
g= Acceleration of gravity, 32.2

<i>Assuming No Clogging:</i>			<i>Assuming Clogging:</i>		
Head Loss (Design):	0.0790	ft	Clogging Factor:	0.500	
Head Loss (Max):	0.128	ft	Head Loss (Design):	0.316	ft
			Head Loss (Max):	0.512	ft

**Green Valley Special Utility District - Santa Clara Creek No. 1.  
Wastewater Treatment Design Calculations  
Final Phase**

**INITIAL SBR BASIN DESIGN**

Number of Basins = 4  
 Number of Cycles per Day = 4 per Basin  
 Total Cycle Time = 6.00 hrs / cycle  
 Volume per Cycle = 312,500 gal / cycle  
 Side Water Depth (SWD) = 28.0 ft

**Fill**

Time to Fill = 24 hrs/day / Total No. of Cycles per day  
 Time to Fill (Tf) = 1.50 hrs / cycle

Average Flow Rate = Volume per Cycle / Time to Fill  
 Average Flow Rate = 3,472.2 gpm

**React**

Minimum Required Aeration Volume:  
 Maximum Organic Loading: 25 lbs BOD5/day/1000 cf  
 (TCEQ Chap. 217.154, Conventional Activated Sludge with Nitrification, with temperatures between 13°C and 15°C)  
 BOD5 Loading: 14,178 lbs/day

Minimum Required Aeration Volume (Va): 567,120.0 cf

Initial Assumption:

Aerated Portion of Fill: 0%  
 Aerated Portion of React: 100%  
 React Portion of Total Cycle: 59%  
 React Cycle Time (Tr): 3.54 hrs  
 Aerated React Cycle Time (Tra): 3.54 hrs

Minimum Total Volume Required (Vt) = Va / Ta  
 Vt = 961,220 cf = 7,190,409 gal

Minimum Total Volume Required per Basin = 240,305.1 cf = 1,797,602.2 gal  
 Minimum Surface Area Required per Basin = 8,582.3 sf  
 Proposed Basin Size = 94.0 ft x 160.0 ft x 28.0 ft SWD  
 Round Basin Size = 104.5 ft diameter  
 Proposed Volume per Basin = 421,120.0 cf

**Green Valley Special Utility District - Santa Clara Creek No. 1  
Wastewater Treatment Design Calculations  
Final Phase**

**Settle**

Maximum Overflow Rate @ 2-Hr Peak Flow = 1200 gal/day/sf

(TCEQ Chap. 217.154, Conventional Activated Sludge with Nitrification, with temperatures between 13°C and 15°C)

Min. Surface Area Required (Proposed Surface Area per basin) = 15,040.0 sf

Maximum Overflow Rate = 12,533.3 gpm

Volume per Cycle = 312,500 gal

Minimum Settle Time ( $T_s$ ) = 24.93 min

Use  $T_s$  = 25.00 min = 0.42 hrs

**Decant**

Assumed Flow Rate of Decanter = 6,950.0 gpm

Decanters per Basin = 2

Total Decant Flow Rate per Basin = 13,900.0 gpm

Volume per Decant = 312,500 gal

Decant Time ( $T_d$ ) = 22.48 min = 0.37 hrs



**Green Valley Special Utility District - Santa Clara Creek No. 1  
Wastewater Treatment Design Calculations  
Final Phase**

**SBR DESIGN**

Number of Basins = 4  
 Number of Cycles per Day = 4  
 Volume per Cycle = 312,500 gal  
  
 Side Water Depth (SWD) = 28.0 ft  
 Minimum Total Volume Needed = 961,220 cf  
 Minimum Volume per Basin = 240,305.1 cf  
 Minimum Surface Area Required per Basin = 15,040.0 sf  
 Proposed Basin Size = 94.0 ft x 160.0 ft x 28.0 ft SWD  
 Proposed Surface Area = 138.4 ft diameter  
 Volume Proposed Per basin = 421,120 cf  
 Volume Proposed Total = 1,684,480 cf  
 Total Cycle Time = 6.00 hrs  
 Max. Fill Time (Tf): 1.50 hrs (at design flow)  
 Anoxic Fill Time (Tf,an): 1.50 hrs  
 Aerated Fill Time (Tf,aer): 0.00 hrs  
 React Time (Tr): 3.54 hrs  
 Settle Time (Ts): 0.42 hrs  
 Decant Time (Td): 0.37 hrs  
 Idle Time (Ti): 0.17 hrs

**Hydraulic Retention Time**

$$\tau = V / Q$$

Hydraulic Retention Time = 2.52 days

**F/M**

$$F / M = \frac{Q \times BOD_{5,inf}}{MLSS \times V}$$

F/M = 0.046 gBOD/gMLSS-d

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Final Phase**

**Wastewater Characteristics**

$$\begin{aligned} \text{bCOD} &= 1.6(\text{BOD}) = 560 && \text{mg/l (Biodegradable COD)} \\ \text{nbCOD} &= \text{COD} - \text{bCOD} = 140 && \text{mg/l (non-biodegradable COD)} \end{aligned}$$

$$\begin{aligned} \text{iTSS} &= \text{TSS} - \text{VSS} \\ \text{TSS} &= 300 && \text{mg/l} \\ \text{VSS} &= 210 && \text{mg/l} \\ \text{iTSS} &= 90 && \text{mg/l} \end{aligned}$$

$$\frac{\text{bpCOD}}{\text{pCOD}} = \frac{(\text{bCOD} / \text{BOD})(\text{BOD} - \text{sBOD})}{\text{COD} - \text{sCOD}}$$

sBOD: soluble BOD

sCOD: soluble COD

bpCOD: Biodegradable particulate COD

pCOD: Particulate COD

$$\begin{aligned} \text{Assume: sCOD} &= 33\% && \text{of COD} = 231 && \text{mg/l} \\ \text{Assume: sBOD} &= 33\% && \text{of BOD} = 116 && \text{mg/l} \end{aligned}$$

$$\text{bpCOD/pCOD} = 0.80$$

$$\text{nbVSS} = \left[ 1 - \left( \frac{\text{bpCOD}}{\text{pCOD}} \right) \right] \text{BOD}$$

$$\text{nbVSS} = 70.0 \quad \text{mg/l (non-biodegradable VSS)}$$

**Green Valley Special Utility District - Santa Clara Creek No. 1  
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**Sludge Retention Time**

$$(P_{X,TSS})SRT = \frac{QY(S_o - S)SRT}{[1 + (k_d)SRT](0.85)} + Q(nbVSS)SRT + \frac{QY_n(NO_3)SRT}{[1 + (k_{dn})SRT](0.85)} + \frac{(f_d)(k_d)Q(Y)(S_o - S)SRT^2}{[1 + (k_d)SRT](0.85)} + Q(TSS_o - VSS_o)SRT$$

$$(P_{X,TSS})SRT = (V)(X_{MLSS})$$

$X_{MLSS} = 3000 \text{ g/m}^3$   
 $V = 421,120.0 \text{ cf/basin} = 11,924.78 \text{ m}^3 / \text{basin}$   
 $Q \text{ (per Basin)} = 1.25 \text{ MGD} = 4,731.76 \text{ m}^3 / \text{day}$

$(P_{X,TSS})SRT = 35,774,338 \text{ g}$

Assume  $S_o = S_o - S$

$S_o = \text{bCOD} = 560 \text{ g/m}^3$

Assume  $\text{Nox} = 80\% \text{ of TKN} = 40.0 \text{ g/m}^3$

**SRT = 29.16 days**

**MLVSS**

$$(P_{X,VSS})SRT = \frac{QY(S_o - S)SRT}{[1 + (k_d)SRT]} + Q(nbVSS)SRT + \frac{QY_n(NO_3)SRT}{[1 + (k_{dn})SRT]} + \frac{(f_d)(k_d)Q(Y)(S_o - S)SRT^2}{[1 + (k_d)SRT]}$$

$$(P_{X,VSS})SRT = V_T(X_{MLVSS})$$

$(P_{X,VSS})SRT = 21,300,780 \text{ g}$

$MLVSS = 1786 \text{ mg/l}$

**Sludge Yield**

$$P_{X,TSS} = \frac{(V)(MLSS)}{SRT}$$

$P_{X,TSS} = 10,818$

$$Q_{\text{Sludge}} = \frac{P_{X,TSS}}{8.34 \times \text{Percent Solids}}$$

Assume Percent Solids = 1.5 %

**$Q_{\text{sludge}} = 86,472 \text{ gal/day}$**

**Green Valley Special Utility District - Santa Clara Creek No. 1  
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Final Phase**

**NITRIFICATION / DENITRIFICATION**

**Nitrification**

$$K_n \ln \frac{N_o}{N_t} + (N_o - N_t) = X_n \left( \frac{\mu_{mn}}{Y_n} \right) \left( \frac{DO}{k_o + DO} \right) t$$

$N_t$  = NH<sub>4</sub>-N concentration at time t (mg/L)  
 $X_n$  = Nitrifying bacteria concentration (mg/L)  
 DO = Dissolved Oxygen concentration = 2.0 mg/L

$$NO_x = TKN_o - N_e - 0.12 P_{x,bio} / Q$$

NO<sub>x</sub> = Nitrogen oxidized (mg/L)  
 TKN<sub>o</sub> = Influent TKN (mg/L)  
 N<sub>e</sub> = Effluent NH<sub>4</sub>-N (mg/L)  
 P<sub>x,bio</sub> = Nitrogen in cell tissue

$$P_{x,bio} = \frac{QY(S_o - S)}{1 + (k_d)SRT} + \frac{QY_n(NO_x)}{1 + (k_{dn})SRT} + \frac{(f_d)(k_d)QY(S_o - S)SRT}{1 + (k_d)SRT}$$

Q =	1,250,000	gpd/basin =	4,731.8	m <sup>3</sup> /day/basin
So - S =	560	g/m <sup>3</sup>	(from SRT calculation)	
Nox =	40.0	g/m <sup>3</sup>	(from SRT calculation)	
SRT =	29.16270082	days		
Px,bio =	399,188	g/day =	399.2	kg/day
NOx =	36.9	g/m <sup>3</sup>		

NO<sub>x</sub> added per cycle = Fill Volume x NO<sub>x</sub> = 43,623 g per fill cycle  
 NH<sub>4</sub>-N remaining before Fill Cycle = Settle Volume x N<sub>e</sub> = 32,225.56 g  
 Total Oxidizable N at beginning of Cycle = 75,848 g

N<sub>o</sub> = Total Oxidizable N at beginning of Cycle / Total Basin Volume = 6.36 g/m<sup>3</sup>

$$X_n = \frac{Q(Y_n)(NO_x)SRT}{[1 + (k_d)SRT]V}$$

X<sub>n</sub> = 17.55 g/m<sup>3</sup>

Time Needed: 0.06057 days = 1.454 hours  
 Aeration Time Proposed: 3.54 hours  
**Adequate Aeration time available for Nitrification**

**Green Valley Special Utility District - Santa Clara Creek No. 1  
Wastewater Treatment Design Calculations  
Final Phase**

**Denitrification**

NO<sub>x</sub> Added per Cycle: 43,623 g/fill cycle  
 Vt: 11,924.8 m<sup>3</sup>  
 NO<sub>3</sub>-N: 3.86 g/m<sup>3</sup> at end of aeration with tank full  
 Vs: 10,741.8 m<sup>3</sup>  
 NO<sub>3</sub>-N: 39,295 g after decant

$$x_b = \frac{QY(S_o - S)SRT}{(1 + (k_d)SRT)Vt} \quad x_b = 668.7 \text{ g/m}^3$$

Biomass in System: 7,974 kg  
 BOD Feed Rate: 1,656 kg/day  
 F/Mb: 0.208 g/g\*day

SDNRb: 0.07 g/g\*day at 20°C

*From Metcalf & Eddy, Fig. 8-23, Pg 755, for rbCOD/bCOD of 0.10*

SDNR14: 0.062 g/g\*day

NO<sub>x</sub> = (SDNRb)(x<sub>b</sub>)(Vt) = NO<sub>3</sub>-N removal capacity

NO<sub>x</sub>: 490,949 g/day

Fill Time: 1.5 hrs

NOr at 1.5 hrs = 30,684 g

NO<sub>3</sub>-N Available: 39,295 g

NO<sub>3</sub>-N removed during Fill: 78.1%

**Alkalinity**

Alkanity Required for Nitrification: 263 mg/l  
 Alkanity Recovered in Denitrification: 103 mg/l  
 Net Alkanity Required: 160 mg/l  
 Residual Alkalinity Needed to maintain pH: 80 mg/l  
 Total Alkalinity Required in Influent: 240 mg/l  
 Alkalinity Available in Influent: 200 mg/l  
 Alkanity Addition Needed: 40 mg/l  
 Added as CaCO<sub>3</sub>: 766.5 kg/day = 1689.81 lbs/day

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**SBR OXYGEN REQUIREMENTS**

**Actual Oxygen Transfer Rate (AOTR)**

TCEQ Criteria: 2.20 lbs O<sub>2</sub> / lb BOD removed  
 BOD<sub>5</sub> Removed = 14,178.000 lbs/day  
 AOTR = 31,192 lbs O<sub>2</sub> / day

**Standard Oxygen Transfer Rate (SOTR)**

$$SOTR = AOTR \left[ \frac{C_{s,20}}{\alpha F (\beta C_{sd} - C)} \right] (1.024^{20-T})$$

T = 30 °C

$$C_{s,20} = 9.07 \times \left( 1 + \frac{0.4 \times D}{34} \right)$$

D = 28 ft (depth, SWD)  
 C<sub>s,20</sub> = 12.06 mg/l (DO saturation at standard conditions)

$$C_{sd} = C_{st} \times \left( Fe + \frac{0.4 \times D}{34} \right)$$

C<sub>st</sub> = 8.24 mg/l (DO saturation at liquid temp & sea level)  
 Fe = 0.97 Elevation Factor  
 C<sub>sd</sub> = 10.71 mg/l (DO saturation at design conditions)  
 α = 0.85 coefficient/correction factor  
 β = 0.95 Salinity-surface tension correction factor  
 F = 1.00 Fouling factor  
 C = 2.0 mg/l (operating Oxygen concentration)

SOTR = 42,714 lbs O<sub>2</sub> / day

**Design SOTR**

Aeration time/cycle = 3.54 hrs/cycle  
 Cycles/day/basin = 4  
 Total Aeration time = 14 hrs/day/basin  
 No. of Basins = 4

Design SOTR for Aeration = 754 lbs O<sub>2</sub>/hr/basin

**Minimum Design Air Flow**

Density of Air at Temp. of 30 °C = 0.07270626 lbs/cf  
 Amount of Oxygen = 0.01685 lbs/cf

Minimum Design Air Flow = 2,131 SCFM (per basin being aerated)

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**AEROBIC DIGESTER**

Average Sludge Yield from SBR:	86,472	gal/day	
TCEQ Minimum Sludge Retention Time:	15	days	
SRT from SBR Treatment Basins:	29.1627	days	
Minimum SRT needed in Aerobic Digester:	0	days	
Minimum Proposed Aerobic Digester Volume:	750,000	gallons =	100,261 cubic feet
Minimum Digester Sludge Retention Time:	8.7	days	
Total Sludge Retention Time:	37.8	days	

**Oxygen Requirements**

Criteria:	30.0	scfm per 1000 cf of volume
Minimum Design Air Flow =	3008	scfm

**SBR EFFLUENT EQUALIZATION**

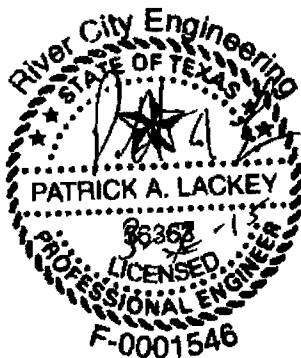
Minimum Working Volume Equal to:	2.5	Cycles
Volume per Cycle:	312,500	gallons
<b>Minimum Working Volume:</b>	<b>781,250</b>	<b>gallons</b>

**UV DISINFECTION**

Average Flow:	5.0	MGD =	3473	gpm
Peak Flow:	15.0	MGD =	10417	gpm
No. of Lamps per Module:	40			
Lamp Length:	62	in		
Recommended Flow per Lamp:	18.0	gpm		
Minimum No. of Lamps Needed:	579	lamps		
<b>No. of Modules Needed:</b>	<b>14.5</b>	<b>modules, use:</b>	<b>16</b>	<b>modules</b>

**GREEN VALLEY SUD – SANTA CLARA CREEK No. 1  
WASTEWATER TREATMENT PLANT  
TCEQ DOMESTIC WASTEWATER PERMIT APPLICATION**

March 2015



*PREPARED FOR:*

**Green Valley Special Utility District**  
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*BY:*

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**Civil, Environmental, Consulting & Surveying**  
3801 S. First Street, Austin, TX 78704 BUS: (512) 442-3008  
1011 W. County Line Road, Suite C, New Braunfels, Texas 78130 BUS: (830) 626-3588



**TABLE OF CONTENTS**  
**GREEN VALLEY SPECIAL UTILITY DISTRICT – SANTA CLARA CREEK NO. 1**  
**WASTEWATER TREATMENT PLANT**  
**TCEQ DOMESTIC WASTEWATER PERMIT APPLICATION**

- **TCEQ Domestic Administrative Report**

**Attachments:**

**USGS Maps 1– 4**

**Additional USGS Map**

**One Mile Down Stream Affected Landowners**

**Half Mile Sludge Affected Landowners**

**Landowners CD**

**Photo Location Map**

**Buffer Zone Map**

**Santa Clara Creek Watershed Regional Planning Map**

**Original Photos**

- **TCEQ Domestic Technical Report**

**Attachments:**

**Technical Report**

**Initial Plant Phase – Flow Schematic**

**Letters of Support**

**Wind Rose**

**Proposed Santa Clara Wastewater Treatment Plant Map**

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
TCEQ DOMESTIC WASTEWATER PERMIT  
APPLICATION DOMESTIC ADMINISTRATIVE REPORT**

**Submit this checklist with the application.** Do not submit the instructions with the application. Indicate if the following are included in the application.

APPLICANT Green Valley Special Utility District

PERMIT NUMBER \_\_\_\_\_

<b>WORKSHEET</b>	<b>Y</b>	<b>N</b>		<b>Y</b>	<b>N</b>
Administrative Report 1.0	<input type="checkbox"/>	<input type="checkbox"/>	Affected Landowner	<input type="checkbox"/>	<input type="checkbox"/>
Administrative Report 1.1	<input type="checkbox"/>	<input type="checkbox"/>	Map		
SPIF	<input type="checkbox"/>	<input type="checkbox"/>	Buffer Zone Map	<input type="checkbox"/>	<input type="checkbox"/>
Technical Report 1.0	<input type="checkbox"/>	<input type="checkbox"/>	Flow Diagram	<input type="checkbox"/>	<input type="checkbox"/>
Technical Report 1.1	<input type="checkbox"/>	<input type="checkbox"/>	Site Drawing	<input type="checkbox"/>	<input type="checkbox"/>
Worksheet 2.0	<input type="checkbox"/>	<input type="checkbox"/>	Original Photographs	<input type="checkbox"/>	<input type="checkbox"/>
Worksheet 2.1	<input type="checkbox"/>	<input type="checkbox"/>	Design Calculations	<input type="checkbox"/>	<input type="checkbox"/>
Worksheet 3.0	<input type="checkbox"/>	<input type="checkbox"/>	Design Features	<input type="checkbox"/>	<input type="checkbox"/>
Worksheet 3.1	<input type="checkbox"/>	<input type="checkbox"/>	Solids Management Plan	<input type="checkbox"/>	<input type="checkbox"/>
Worksheet 4.0	<input type="checkbox"/>	<input type="checkbox"/>	Water Balance	<input type="checkbox"/>	<input type="checkbox"/>
Worksheet 5.0	<input type="checkbox"/>	<input type="checkbox"/>	Landowner Disk or	<input type="checkbox"/>	<input type="checkbox"/>
Worksheet 6.0 (required for all POTWs)	<input type="checkbox"/>	<input type="checkbox"/>	Labels		
Worksheet 7.0	<input type="checkbox"/>	<input type="checkbox"/>	Copy of Application Fee	<input type="checkbox"/>	<input type="checkbox"/>
Original USGS Map	<input type="checkbox"/>	<input type="checkbox"/>	Check		
			All Fees Owed TCEQ are	<input type="checkbox"/>	<input type="checkbox"/>
			Paid		

Please indicate the amount submitted for the application fee (check only one):

Flow	New/Major Amendment		Renewal	
<0.05 MGD	<input type="checkbox"/>	\$350.00	<input type="checkbox"/>	\$315.00
≥0.05 but < 0.10 MGD	<input type="checkbox"/>	\$550.00	<input type="checkbox"/>	\$515.00
≥0.10 but < 0.25 MGD	<input type="checkbox"/>	\$850.00	<input type="checkbox"/>	\$815.00
≥0.25 but < 0.50 MGD	<input type="checkbox"/>	\$1,250.00	<input type="checkbox"/>	\$1,215.00
≥0.50 but < 1.0 MGD	<input type="checkbox"/>	\$1,650.00	<input type="checkbox"/>	\$1,615.00
≥ 1.0 MGD	<input checked="" type="checkbox"/>	\$2,050.00	<input type="checkbox"/>	\$2,015.00
Minor Amendment (any flow)	<input type="checkbox"/>	\$115.00		

**A copy of the application fee check must be submitted with the application.**

<b>FOR COMMISSION USE ONLY</b>	
Segment Number _____	County _____
Expiration Date _____	Region _____
Proposed/Current Permit Number _____	

# DOMESTIC ADMINISTRATIVE REPORT 1.0

The following is required for all applications: **Renewal, New, and Amendment**

Type of application:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> New TPDES                   | <input type="checkbox"/> New TLAP                               |
| <input type="checkbox"/> Major amendment <u>with</u> renewal    | <input type="checkbox"/> Minor amendment <u>with</u> renewal    |
| <input type="checkbox"/> Major amendment <u>without</u> renewal | <input type="checkbox"/> Minor amendment <u>without</u> renewal |
| <input type="checkbox"/> Renewal (no changes)                   | <input type="checkbox"/> Minor modification of permit           |

If applying for an amendment or renewal with changes, describe the request in detail.

N/A

## 1. Applicant Information

(Instructions, Page 24)

### a. Facility owner

(Owner of the facility must apply for the permit.)

*Provide the Legal Name of the entity (applicant) applying for this permit (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.):*

Green Valley Special Utility District

If the applicant is currently a customer with TCEQ, provide the Customer Number (CN):  
CN: 600684294

What is the applicant's contact information and mailing address as recognized by the **US Postal Service?**

Phone No.: (830) 914-2330 Extension: \_\_\_\_\_

Fax No.: (830) 420-4138 E-mail Address: pallen@gvsud.org

Organization Name: Green Valley Special Utility District

Mailing Address: P.O. Box 99

Internal Routing (Mail Code, Etc.): \_\_\_\_\_

City: Marion State: TX ZIP Code: 78124

**Mailing Information if outside USA**

Territory: \_\_\_\_\_ Country Code: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Indicate the type of Customer:

- |  |  |
|--|--|
| <input type="checkbox"/> Individual                  | <input type="checkbox"/> Sole Proprietorship-D.B.A.                        |
| <input type="checkbox"/> Limited Partnership         | <input type="checkbox"/> Corporation                                       |
| <input type="checkbox"/> Trust                       | <input type="checkbox"/> Estate  |
| <input type="checkbox"/> Federal Government          | <input type="checkbox"/> State Government                                  |
| <input type="checkbox"/> County Government           | <input type="checkbox"/> City Government                                   |
| <input checked="" type="checkbox"/> Other Government | <input checked="" type="checkbox"/> Other: <u>Special Utility District</u> |

Independent entity

Yes  No (If governmental entity, subsidiary, or part of a larger corporation)

Number of Employees:

0-20;  21-100;  101-250;  251-500; or  501 or higher

Customer Business Tax and Filing Numbers

*(Not applicable to individuals, governments, general partnerships or sole proprietors. REQUIRED for corporations and limited partnerships)*

State Franchise Tax ID Number: N/A

TX SOS Charter (filing) Number: N/A

Federal Tax ID: N/A

DUNS Number (if known): N/A

**b. Co-permittee Information**

**Complete only if the operator must be a co-permittee).**

*Provide the Legal Name of the entity (operator) applying for this permit (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.):*

Operator: N/A

If the operator is currently a customer with TCEQ, provide the Customer Number (CN)?

CN: N/A

Provide the co-permittee's contact information and mailing address as recognized by the US Postal Service:

Organization Name: N/A

Mailing Address: N/A

Internal Routing (Mail Code, Etc.): N/A

City: N/A State: N/A ZIP Code: N/A

Mailing Information if outside USA

Territory: N/A Country Code: N/A Postal Code: N/A

Indicate the type of Customer:

- |  |   |
|--|---|
| <input type="checkbox"/> Individual          | <input type="checkbox"/> Sole Proprietorship-D.B.A. |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Corporation                |
| <input type="checkbox"/> Trust               | <input type="checkbox"/> Estate                     |
| <input type="checkbox"/> Federal Government  | <input type="checkbox"/> State Government           |
| <input type="checkbox"/> County Government   | <input type="checkbox"/> City Government            |
| <input type="checkbox"/> Other Government    | <input type="checkbox"/> Other: _____               |

Independent entity

Yes  No (If governmental entity, subsidiary, or part of a larger corporation)

Number of Employees:

0-20;  21-100;  101-250;  251-500; or  501 or higher

Customer Business Tax and Filing Numbers

*(Not applicable to individuals, governments, general partnerships or sole proprietors. REQUIRED for corporations and limited partnerships)*

State Franchise Tax ID Number: N/A

TX SOS Charter (filing) Number: N/A

Federal Tax ID: N/A

DUNS Number (if known): N/A

Provide a brief description of the need for a co-permittee:

N/A

**c. Individual information**

**Complete only if the facility owner or co-permittee is an individual.**

Provide the full Legal Name of the Individual (Owner/Co-permittee) applying for this permit: N/A

If the owner/co-permittee is currently a customer with TCEQ, provide the Customer Number (CN): N/A

Provide the applicant's contact information and mailing address as recognized by the US Postal Service?

Mailing Address: N/A

Internal Routing (Mail Code, Etc.): N/A

City: N/A State: N/A ZIP Code: N/A

Mailing Information if outside USA

Territory: N/A Country Code: N/A Postal Code: N/A

**2. Billing Contact**

**(Instructions, Page 28)**

*The permittee is responsible for paying the annual fee. The annual fee will be assessed to permits in effect on September 1 of each year. TCEQ will send a bill to the address provided in this section. The permittee is responsible for terminating the permit when it is no longer needed using TCEQ form number 20029.*

Is the billing address the same as the permittee or co-permittee?

Permittee  Co-permittee  No, fill out this section

Prefix (Mr, Ms, Miss): \_\_\_\_\_

First/Last Name: \_\_\_\_\_

Suffix (Jr, Sr, III): N/A Title: \_\_\_\_\_ Credential: N/A

Phone No.: \_\_\_\_\_ Extension: N/A

Fax No.: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Internal Routing (Mail Code, Etc.): N/A

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Mailing Information if outside USA

Territory: N/A Country Code: N/A Postal Code: N/A

### 3. Application Contact Information

(Instructions, Page 28)

If TCEQ needs additional information regarding this application, who should be contacted?

#### a. First application contact

Prefix (Mr, Ms, Miss): Mr

First/Last Name: Pat Allen

Suffix (Jr, Sr, III): N/A Title: General Manager Credential: N/A

Phone No.: (830) 914-2330 Extension: N/A

Fax No.: (830) 420-4138 E-mail Address: pallen@gvsud.org

Organization Name: Green Valley Special Utility District

Mailing Address: P.O. Box 99

Internal Routing (Mail Code, Etc.): N/A

City: Marion State: TX ZIP Code: 78124

Mailing Information if outside USA

Territory: N/A Country Code: N/A Postal Code: N/A

Check one or both:  Administrative contact  Technical Contact

**b. Alternate application contact**

Prefix (Mr, Ms, Miss): Mr  
First/Last Name: Garry Montgomery  
Suffix (Jr, Sr, III): N/A Title: Project Manager Credential: P.E.  
Phone No.: (830) 626-3588 Extension: 153  
Fax No.: (830) 420-4138 E-mail Address: garry@rcetx.com  
Organization Name: River City Engineering, PLLC  
Mailing Address: 1011 W. County Line Road  
Internal Routing (Mail Code, Etc.): N/A  
City: New Braunfels State: TX ZIP Code: 78130  
Mailing Information if outside USA  
Territory: N/A Country Code: N/A Postal Code: N/A  
Check one or both:  Administrative contact  Technical Contact

**4. DMR/MER Contact Information**  
**(Instructions, Page 28)**

Contact Responsible for Discharge Monitoring Reports (EPA 3320-1) or Monthly Effluent Reports. Provide the name of the person and their complete mailing address delegated to receive and submit Discharge Monitoring Report Forms.

Prefix (Mr, Ms, Miss): Mr  
First/Last Name: Pat Allen  
Suffix (Jr, Sr, III): N/A Title: General Manager Credential: N/A  
Phone No.: (830) 914-2330 Extension: \_\_\_\_\_  
Fax No.: (830) 420-4138 E-mail Address: pallen@gvsud.org  
Organization Name: Green Valley Special Utility District  
Mailing Address: P.O. Box 99  
Internal Routing (Mail Code, Etc.): N/A  
City: Marion State: TX ZIP Code: 78124  
Mailing Information if outside USA  
Territory: N/A Country Code: N/A Postal Code: N/A





**Did you know you can submit DMR data on line?**

Go to Sign up now at:

<http://www.tceq.texas.gov/field/netdmr/netdmr.html>

Establish an electronic reporting account when you get your permit number.

## 5. Permit Contact Information

### (Instructions, Page 28)

Provide two names of individuals that can be contacted throughout the permit term.

Prefix (Mr, Ms, Miss): Mr.

First/Last Name: Pat Allen

Suffix (Jr, Sr, III): N/A Title: General Manager Credential: N/A

Phone No.: (830) 914-2330 Extension: N/A

Fax No.: (830) 420-4138 E-mail Address: pallen@gvsud.org

Organization Name: Green Valley Special Utility District

Mailing Address: P.O. Box 99

Internal Routing (Mail Code, Etc.): N/A

City: Marion State: TX ZIP Code: 78124

Mailing Information if outside USA

Territory: N/A Country Code: N/A Postal Code: N/A

Prefix (Mr, Ms, Miss): Mr.

First/Last Name: Garry Montgomery

Suffix (Jr, Sr, III): Jr. Title: Project Manager Credential: N/A

Phone No.: (830) 626-3588 Extension: 153

Fax No.: (830) 626-3601 E-mail Address: garry@rcetx.com

Organization Name: River City Engineering, PLLC

Mailing Address: 1011 W. County Line Road

Internal Routing (Mail Code, Etc.): N/A

City: New Braunfels State: TX ZIP Code: 78130

Mailing Information if outside USA

Territory: N/A Country Code: N/A Postal Code: N/A

## 6. Notice Information

(Instructions, Page 29)

### a. Individual associated with the applicant responsible for publishing the notices

Prefix (Mr, Ms, Miss): Mr \_\_\_\_\_

First/Last Name: Pat Allen \_\_\_\_\_

Suffix (Jr, Sr, III): N/A Title: General Manager Credential: N/A

Phone No.: (830) 914-2330 Extension: N/A

Fax No.: (830) 420-4138 E-mail Address: pallen@gvsud.org

Organization Name: Green Valley Special Utility District \_\_\_\_\_

Mailing Address: P.O. Box 99 \_\_\_\_\_

Internal Routing (Mail Code, Etc.): N/A \_\_\_\_\_

City: Marion State: TX ZIP Code: 78124

Mailing Information if outside USA

Territory: N/A Country Code: N/A Postal Code: N/A

### b. Method for receiving Notice of Receipt and Intent to Obtain a Water Quality Permit Package

Indicate by a check mark the preferred method for receiving the first notice and instructions:

E-mail Address: pallen@gvsud.org \_\_\_\_\_

Fax No.: \_\_\_\_\_

Overnight/Priority mail: (self addressed, prepaid envelope required)

Regular Mail:

Mailing Address: \_\_\_\_\_

Internal Routing (Mail Code, Etc.): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

**c. Contact in the notice**

Prefix (Mr, Ms, Miss): Mr  
First/Last Name: Pat Allen  
Suffix (Jr, Sr, III): N/A Title: General Manager Credential: N/A  
Organization Name: Green Valley Special Utility District  
Phone No.: (830) 914-2330 Extension: N/A

**d. Public place information**

If the facility and/or outfall is located in more than one county, a public viewing place for each county must be provided.

Public Building name: N/A  
Location within the building: N/A  
Physical address of building: N/A  
City: N/A County: N/A  
Contact Name: N/A  
Phone No.: N/A Extension: N/A

**e. Bilingual notice requirements**

**For new permit applications, major amendment and renewal applications. Not applicable for minor amendment or minor modification applications.**

Please call the bilingual/ESL coordinator at the nearest elementary and middle schools and obtain the following information to determine if an alternative language notice is required:

**1.** Is a bilingual education program required by the Texas Education Code at the nearest elementary or middle school to the facility or proposed facility?

Yes  No

(If No, alternative language notice publication is not required; skip to item 7. Regulated Entity and Permitted Site Information.)

**2.** Are the students who attend either the elementary school or the middle school enrolled in a bilingual education program at that school?

Yes  No N/A

**3.** Do the students at these schools attend a bilingual education program at another location?

Yes  No N/A

**4.** Would the school be required to provide a bilingual education program but the school has waived out of this requirement under 19 TAC §89.1205(g)?

Yes  No N/A

**5.** If the answer is yes to 1, 2, 3, or 4, public notice in an alternative language is required. Which language is required by the bilingual program?

N/A

***This section of the application is only used to determine if alternative language notice will be needed. Complete instructions on publishing the alternative language notice will be in your public notice package.***

## **7. Regulated Entity and Permitted Site Information**

**(Instructions, Page 30)**

If the site of your business is part of a larger business site, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at:

<http://www15.tceq.state.tx.us/crpub/index.cfm?fuseaction=regent.RNSearch>

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

TCEQ issued RE Reference Number (RN): RN: N/A

**a.** State/TPDES Permit No.: N/A Expiration date: N/A

EPA Identification No. (TPDES Permits only): TX N/A

**b.** Name of project or site (the name known by the community where located):  
Santa Clara Creek No. 1 - Wastewater Treatment Plant

**c.** Is the facility located in Bexar, Comal, Hays, Kinney, Medina, Travis, Uvalde, or Williamson County?

Yes  No

(If Yes, additional information concerning protection of the Edwards Aquifer may be required.)

**d. Site location description information**

Complete both sections, A and B. If the site does not have a physical address, check "No" in Section A and continue to Section B.

**Section A:** Site physical address.

Does the site have a physical address?

Yes  No

Verify the address with USPS and proceed to Section B below. If the address is not recognized as a delivery address, provide the address as identified for overnight mail delivery, 911 emergencies, or other online map tool to confirm an address.

*Physical Address of Project or Site:*

Street Number: 3930 Street Name: Linne Rd  
City: Marion, TX ZIP Code: 78124

**Section B:** Site location information.

Is the location of the facility used in the existing permit correct?

Yes  No  N/A

If the location description is not accurate or this is a new permit application, provide a written location access description to the site:

The facility is located at the southwest corner of the Linne Road and Interstate 10 intersection, approximately 3 miles south of Marion, TX in Guadalupe County

(Ex.: located 2 miles west from intersection of Hwy 290 & IH35 accessible on Hwy 290 South)

**e.** City where the site is located or, if not in a city, what is the nearest city:

Marion, Texas

**f.** ZIP Code where the site is located: 78124

**g.** County where the site is located: Guadalupe

**h.** Latitude: 29.5253 Longitude: -98.1141

**i.** In your own words, briefly describe the primary business of the Regulated Entity:  
(Do not repeat the SIC and NAICS code)

N/A

**j.** Owner of treatment facility: Green Valley Special Utility District

Ownership of Facility:  Public  Private  Both  Federal

**k.** Owner of land where treatment facility is/will be:

Green Valley Special Utility District

(If not the same as the facility owner, there must be a long term lease agreement in effect for at least six years. In some cases, a lease may not suffice - see instructions page 33.)

**l.** Owner of effluent disposal site:

(If not the same as the facility owner, there must be a long term lease agreement in effect for at least six years.)

**m.** Owner of sewage sludge disposal site:

Green Valley Special Utility District (Same property as proposed WWTP)

(Required only if authorization is sought in the permit for sludge disposal on property owned/controlled by the applicant.)

## 8. Discharge/Disposal Information

(Instructions, Page 34)

### **ALL permits complete the following**

**a.** Is the facility located on or does the treated effluent cross Indian Land?

Yes  No

**b. Provide an original full size USGS Topographic Map with all applicable required information. Indicate by a check mark that the information is provided.**

- Applicant's property boundary
- Treatment facility boundaries
- Labeled point of discharge and highlighted discharge route
- Onsite sewage sludge disposal site
- Effluent disposal site boundaries
- New and future construction
- 1 mile radius and 3 miles downstream information
- All ponds

**c. If the existing permit contains an onsite sludge disposal authorization, is the location of the sewage sludge disposal site in the existing permit accurate?**

Yes  No

**If no, or if a new onsite sludge disposal authorization is being requested for the first time in this permit application, please give an accurate description:**

N/A

**TPDES permits complete the following**

**d. Is the point of discharge and the discharge route in the existing permit correct?**

Yes  No  N/A

**If no, or a new or amendment permit application, please give an accurate description.**

The effluent will discharge southwest of the facility and will travel approximately into Santa Clara Creek. The flow then travels approximately 4.4 miles south within Santa Clara Creek to Lower Cibolo Creek, segment 1902, of the San Antonio River Basin.

**e. City or Town in which the outfall(s) is or will be located**

**Marion, Texas is the closest City Center to point of discharge**

**f. County where outfall(s) are located: Guadalupe**

**g.** Outfall - Latitude: 29.5225 Longitude: -98.1179

Use degrees-minutes-seconds to the nearest second or decimal degrees to 4 decimal places (Ex: 30 - 10' - 25" or 30.1736).

**h.** Will the treated wastewater be discharged to a city, county, or state highway right-of-way, or a flood control district drainage ditch?

Yes  No

If Yes, indicate by a check mark if:

Authorization granted  Authorization pending

(For new and amendments, provide copies of letters that show proof of contact and the approval letter upon receipt.)

**i.** For all applications involving an average daily discharge of 5 million gallons per day or more, provide the names of all counties located within 100 statute miles downstream of the point(s) of discharge.

Guadalupe, Wilson, Karnes, Goliad

**TLAP permits complete the following** N/A

**j.** Is the location of the effluent disposal site in the existing permit accurate?

Yes  No

If no, or a new or amendment permit application, please give an accurate description.

N/A

**k.** City or Town in which the disposal site is or will be located: N/A

**l.** County where disposal site is located: N/A



m. Disposal site - Latitude: N/A Longitude: N/A

Use degrees-minutes-seconds to the nearest second or decimal degrees to 4 decimal places (Ex: 30 - 10' - 25" or 30.1736).

n. If a TLAP, describe the routing of effluent from the treatment facility to the effluent disposal site:

N/A

o. For TLAP applications please identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained:

N/A

## 9. Miscellaneous Information

(Instructions, Pages 37)

a. List each person formerly employed by the TCEQ who represented your company and was paid for service regarding the application:

N/A

b. Do you owe fees to the TCEQ?

Yes  No

If yes, please provide:

Account number: N/A Amount past due: N/A

c. Do you owe any penalties to the TCEQ?

Yes  No

If yes, please provide:

Enforcement order number N/A Amount past due N/A

**10. Signature Page**

(Instructions, Page 39)

Permit Number \_\_\_\_\_

Applicant Green Valley Special Utility District

**Certification:**

I/We certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under **30 Texas Administrative Code §305.44** to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Print or Type Signor's Name: Dennis Dreyer

Provide Signor's Title: President

Signature (Use blue ink): *Dennis Dreyer*

Date: 1-15-15

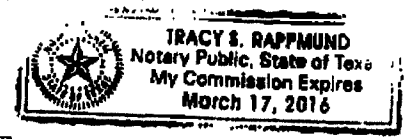
Subscribed and Sworn to before me by the said Dennis Dreyer

on this 15<sup>th</sup> day of January, 20 15.

My commission expires on the 17<sup>th</sup> day of March, 20 16.

Notary Public Signature: Tracy S. Rappmund [SEAL]

Guadalupe County, Texas



**If co-permittees are necessary, each entity must submit an original, separate signature page.**



4. Provide the name, address, phone and fax number of an individual that can be contacted to answer specific questions about the property.

Name: Pat Allen Phone number: (830) 914-2330  
Company: Green Valley SUD Fax number: (830) 420-4138  
Street No.: 529 Street name: South Center  
Street type: Street  
P.O. Box: 99 Email: pallen@gvsud.org  
City: Marion State: TX Zip code: 78124

5. List the county in which the facility is located.

Guadalupe

6. If the property is publicly owned and the owner is different than the permittee/applicant, please list the owner of the property.

N/A

7. Provide a description of the effluent discharge route. The discharge route must follow the flow of effluent from the point of discharge to the nearest major watercourse (from the point of discharge to a classified segment as defined in 30 TAC Chapter 307). If known, please identify the Segment Number.

The effluent will discharge southwest of the facility and will travel approximately into Santa Clara Creek. The flow then travels approximately 4.4 miles south within Santa Clara Creek to Lower Cibolo Creek, segment 1902, of the San Antonio River Basin.

8. Please provide a separate 7.5 minute USGS quadrangle map with the project boundaries plotted and a general location map showing the project area. Please highlight the discharge route from the point of discharge for a distance of one mile downstream. (This map is required **in addition to** the map in the administrative report).
9. Please provide original photographs of any structures 50 years or older on the property. None Known

10. Does your project involve any of the following? **If Yes, check the appropriate boxes.**

- Proposed access roads, utility lines, construction easements
- Visual effects that could damage or detract from a historic property's integrity
- Vibration effects during construction, or as a result of project design
- Additional phases of development that are planned for the future
- Sealing caves, fractures, sinkholes, other karst features
- Disturbance of vegetation or wetlands

11. List proposed construction impact (surface acres to be impacted, depth of excavation, sealing of caves, or other karst features).

The site will require approximately 6 surface acres to be impacted with construction activities. Depth of excavation will be minimized, only to a depth required to provide a stable base for the proposed facility.

12. Describe existing disturbances, vegetation and land use.

The Wastewater Treatment Plant site vegetation is made of up trees and assorted grasses. The site does not appear to be disturbed, having no existing roads.

**THE FOLLOWING ITEMS APPLY ONLY TO APPLICATIONS FOR NEW TPDES PERMITS AND MAJOR AMENDMENTS TO TPDES PERMITS.**

13. List construction dates of all buildings and structures on the property.

All structures on the property appear to be severely dilapidated and made of sheet metal and wood timbers.

14. Provide a brief history of the property, and name of the architect/builder, if known.

The property has been predominately used for agricultural purposes throughout recent history. The property is undeveloped with the exception of several dilapidated sheds and various buildings.

## DOMESTIC ADMINISTRATIVE REPORT 1.1

The following is required for new and amendment applications.

### 1. Affected Landowner Information

(Instructions, Page 41)

#### a. Landowner map components

Indicate by a check mark that the landowner map or drawing, with scale, includes the following, as applicable.

- The applicant's property boundaries
- The facility site boundaries within the applicant's property boundaries
- The distance the buffer zone falls into adjacent properties and the property boundaries of the landowners located within the buffer zone
- The property boundaries of all landowners surrounding the applicant's property
- The point(s) of discharge and highlighted discharge route clearly shown for one mile downstream
- The property boundaries of the landowners located on both sides of the discharge route for one full stream mile downstream of the point of discharge
- The property boundaries of the landowners along the watercourse for a one-half mile radius from the point of discharge if the point of discharge is into a lake, bay estuary, or affected by tides
- The boundaries of the effluent disposal site (for example, irrigation area or subsurface drainfield site), all evaporation/holding ponds within the applicant's property
- The property boundaries of all landowners surrounding the applicant's property boundaries where the effluent disposal site is located
- The boundaries of the sludge land application site (for land application of sewage sludge for beneficial use) and the property boundaries of landowners surrounding the applicant's property boundaries where the sewage sludge land application site is located
- The property boundaries of landowners within one-half mile in all directions from the applicant's property boundaries where the sewage sludge disposal site (for example, sludge surface disposal site or sludge monofill) is located

**b. Landowner list media.**

Indicate by a check mark in which format the landowners list is submitted:

- Read/Writeable CD or Disk       4 sets of labels

**c. Cross-referenced landowner list**

Has a separate list with the landowners' names and mailing address cross-referenced to the landowners map been provided.

- Yes  No

**d. Landowner data source**

Provide the source of the landowners' names and mailing addresses.

Guadalupe County Appraisal District

**e. School fund land**

As required by *Texas Water Code §5.115*, is any permanent school fund land affected by this application?

- Yes  No

If yes, provide the location, foreseeable impacts, and effects this application has on the land(s).

N/A
-----

## 2. Buffer Zone Map

(Instructions, Page 44)

### a. Buffer zone map components

Provide a buffer zone map on 8.5 x 11-inch paper. The applicant's property line and the buffer zone line may be distinguished by using dashes or symbols and appropriate labels. Indicate by a check mark that all the following information is included on the map.

- The applicant's property boundary
- The required buffer zone
- Each treatment unit
- The distance from each treatment unit to the property boundaries

### b. Buffer zone compliance method

How will the buffer zone requirement be met?

- Ownership
- Restrictive easement
- Nuisance odor control
- Variance

### c. Unsuitable site characteristics

Does the facility comply with the requirements regarding unsuitable site characteristic found in 30 TAC §309.13(a) through (d)?

Yes  No

## 3. Original Photographs

(Instructions, Page 48)

- Provide original ground level photographs. Indicate by a check mark that the following information is provided.
- At least one original photograph of the new or expanded treatment unit location
- At least two photographs of the existing/proposed point of discharge and as much area downstream (photo 1) and upstream (photo 2) as can be captured. If the discharge is to an open water body (e.g., lake, bay), the point of discharge should be in the right or left edge of each photograph showing the open water and with as much area on each respective side of the discharge as can be captured.
- At least one photograph of the existing/proposed effluent disposal site
- A plot plan or map showing the location and direction of each photograph



# Texas Commission on Environmental Quality

## Water Quality Permit Payment Submittal Form

Use this form to submit your Application Fee only if you are mailing your payment.

- Complete items 1 through 5 below:
- Staple your check in the space provided at the bottom of this document.
- Do not mail this form with your application form.
- Do not mail this form to the same address as your application.

**Mail this form and your check to:**

**BY REGULAR U.S. MAIL**

Texas Commission on Environmental  
Quality  
Financial Administration Division  
Cashier's Office, MC-214  
P.O. Box 13088  
Austin, TX 78711-3088

**BY OVERNIGHT/EXPRESS MAIL**

Texas Commission on Environmental  
Quality  
Financial Administration Division  
Cashier's Office, MC-214  
12100 Park 35 Circle  
Austin, TX 78753

Fee Code: WQP

Wastewater Permit No: WQ00




1. Check / Money Order No: Check #57180
2. Amount of Check/Money Order: \$2050.00
3. Date of Check or Money Order: February 13, 2015
4. Name on Check or Money Order: Green Valley Special Utility District
5. APPLICATION INFORMATION

If the check is for more than one application, list each Project/Site (RE) Name and Physical Address exactly as provided on the application. DO NOT SUBMIT A COPY OF THE APPLICATION WITH THIS FORM AS IT COULD CAUSE DUPLICATE PERMIT ENTRIES.

See Attached List of Sites (If more space is needed, you may attach a list.)

Project/Site (RE) Name: \_\_\_\_\_

Project/Site (RE) Physical Address: \_\_\_\_\_

	 <p><b>GREEN VALLEY SPECIAL UTILITY DISTRICT</b> P.O. BOX 99 MARION, TEXAS 78124 (830) 914-2330</p>	 <p><b>MARION STATE BANK</b> MARION, TEXAS 78124 88-1157-1149</p>	<p style="font-size: 24pt; font-weight: bold;">57180</p>
		<p>DATE</p> <p>Feb 13, 2015</p>	<p>AMOUNT</p> <p>2,050.00</p>
<p>PAY</p> <p>TO THE ORDER OF:</p>	<p>Two Thousand Fifty and 00/100 Dollars</p> <p>TCEQ P.O. Box 13089 Austin, TX 78711</p>	<p>VOID AFTER 90 DAYS</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: 8pt;">Security Features Details on back</p>
		<p><i>Nancy D. P. Allen</i></p> <p>AUTHORIZED SIGNATURE</p>	



UNITED STATES  
DEPARTMENT OF  
AGRICULTURE

RURAL  
DEVELOPMENT

3251 North Highway 123 Bypass  
Seguin, TX 78155-6115

Voice: (830) 372-1043  
Fax: (830) 372-0020  
TDD: (254) 742-9712

Mr. Richard R. DeMunbrun, President  
Green Valley Special Utility District  
P.O. Box 99  
Marion, TX 78124-0099

DEC 18 2002

Dear Mr. DeMunbrun:

This letter establishes conditions which must be understood and agreed to before further consideration may be given to this application. These conditions must be met before loan closing or start of construction. State and Local Office staff of USDA Rural Development will administer the loan and/or grant on behalf of the Rural Utilities Service (RUS). Any changes in project cost, source of funds, scope of services, or any other significant change in the project or applicant must be reported to and approved by USDA Rural Development by written amendment to this letter. If significant changes are made without obtaining such approval, USDA Rural Development may discontinue processing the application.

This letter does not constitute loan and/or grant approval, nor does it ensure that funds are or will be available for the project. The docket may be completed on the basis of a loan not to exceed \$584,000.

The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing. A written request should be submitted to USDA Rural Development staff at least 15 calendar days before loan closing, if the Special Utility District does not want the interest rate changed to the rate at loan closing. The loan and/or grant will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is mailed to the Special Utility District.

The loan will be scheduled for repayment over a period of 40 years. A cash reserve fund will be required in an amount equal to one annual installment. This amount will be reached by making monthly deposits, which will accumulate at the rate of one-tenth of the total annual installment each year. The reserve fund is to assure that payments will be made on time and for emergency situations that may arise. This fund will be established in a separate interest bearing account(s) at a federally insured financial institution.

**USDA Rural Development is an Equal Opportunity Lender, Provider and Employer.**

**Complaints of discrimination should be sent to:**

**USDA, Director, Office of Civil Rights, Washington, DC 20250-9410**

GVSUD 200621

Following are the conditions that must be understood, agreed to, and met:

1. USE OF FACILITY

A local ordinance must be adopted which requires mandatory use of the facilities. The applicant must agree in writing to enforce such ordinance. No free service or use of the facility will be permitted.

2. REPAYMENT SCHEDULE

A. Green Valley Special Utility District will provide its own funds to pay interest during construction.

Principal payments will be deferred one year after loan closing. Payments on this loan will be paid directly to USDA Rural Development. The use of a paying agent is not required.

B. Form SF-5510, "Authorization Agreement for PreAuthorized Payments," must be executed for this loan, as well as all existing loans. A copy of this (these) agreement(s) should be forwarded to the State Office.

3. CONTRIBUTION AND USER VERIFICATION

A. Any required contribution shall be considered as the first funds expended.

B. This Letter of Conditions is based upon 6,217 water users that will use the facilities when service becomes initially available. The number of users will be verified by a USDA Rural Development official using RUS Bulletin-TX 1780-40, "Certification of Users by Rural Development Manager."

4. MULTIPLE ADVANCES

A. In accordance with RUS Instruction 1780, Section 1780.45 (b) (1), multiple advances may be used.

B. RUS Bulletin 1780-10 will be used to inform private lenders of RUS's commitment.

C. The loan docket is to contain a copy of your interim financing arrangements. If you are unable to obtain interim financing, you should furnish a statement to this effect. If you have any questions, I will discuss this with you.

- D. The Debt Collection Improvement Act (DCIA) of 1996 requires that, effective January 1999, all Federal payments must be made by Electronic Funds Transfer/Automated Clearing House (EFT/ACH). A benefit of receiving payments by EFT/ACH is that funds are directly deposited to the Green Valley Special Utility District's account at a financial institution and are available on the date of payment.
- E. The Green Valley Special Utility District will complete Form SF-3881, "Electronic Funds Transfer Payment Enrollment Form," for each account where funds will be electronically received. The completed form(s) must be received by USDA Rural Development at least thirty (30) days prior to loan closing
- F. Cash advances should coincide with cash needs.

5. SECURITY REQUIREMENTS

- A. Revenue Bonds in the amount of \$584,000 will be delivered to USDA Rural Development, made payable to the United States of America.
- B. The principal repayment schedule should be in the amount best adapted to making principal retirement and interest payments which closely approximate equal installments of combined interest and principal.
- C. The Bond Ordinance must contain the following:
  - 1. A clause to the effect that, in the event any Bond is mutilated, destroyed, lost or stolen, any security or indemnity as may be required by the Issuer and Registrar from the registered owner applying for the replacement Bond shall not be required from the United States of America as long as it is holder of the Bonds.
  - 2. The attached "Loan Program Requirements and Documents to Control" revised 6/10/02 as prepared by the Office of General Counsel, must be included without change.
  - 3. Refer to the attached unnumbered letter "Minimum Requirements for Bond Counsel Opinions Rural Utilities Service & Community Facilities Programs" dated October 17, 2002.
- D. Written consent to incur additional debt must be obtained from the Green Valley Special Utility District's present creditor prior to USDA Rural Development obligating funds for this project.

- E. Attached is Form RD 1910-11, "Applicant Certification - Federal Collection Policies For Consumer or Commercial Debts." This form must be executed prior to loan closing.

6. ORGANIZATION

- A. A complete list of elected officials, type of organization (whether city, township, water control and improvement district, authority, or special purpose), and the authority under which the Green Valley Special Utility District is organized, should be furnished to USDA Rural Development
- B. RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)" must be adopted.

7. BUSINESS OPERATIONS

- A. The Green Valley Special Utility District's authorized official must approve the Operating Budget prior to funding approval.
- B. The facilities will be operated by the governing body in accordance with State laws, Bond Ordinance or Resolution, and the Bonds serving as security for the loan. During the first full year of operation, the Green Valley Special Utility District will furnish to USDA Rural Development quarterly or monthly if the need arises, a summary of its operations. Form RD 442-2, "Statement of Budget, Income and Equity," will be provided for this purpose. Audits are to be performed in accordance with generally accepted government auditing standards (GAGAS). In addition, the audits are to be performed in accordance with various Office of Management and Budget (OMB) circulars. Annual reports and audits are to be furnished as set forth in RUS Instruction 1780, Section 1780-47.

A supplemental report is required annually containing:

- a. Total gallons of water purchased and/or produced
  - b. Total gallons of water sold
  - c. Total number of customers
  - d. Percentage of water loss
  - e. List of current governing body names, addresses, and telephone numbers.
- C. All water shall be metered by meters furnished and installed by the Green Valley Special Utility District for the sole use of the member or customer.
  - D. The loan is subject to the provisions of the Federal Civil Rights and Equal Opportunity laws. The Green Valley Special Utility District must agree to comply with these requirements by executing Forms RD 400-4, "Assurance Agreement," and RD 400-1, "Equal Opportunity Agreement."

- E. As part of the docket, the Green Valley Special Utility District will present for USDA Rural Development review and approval a management plan, a facility maintenance plan, and a proposal for the maintenance of accounts and records and obtaining audit reports. Such plans should include written agreements for management, maintenance, accounting and auditor services.
- F. The Green Valley Special Utility District must adopt utility rates that will generate sufficient revenue to pay debt service, reserve, operation and maintenance, and any necessary depreciation reserve. The rates must be approved by USDA Rural Development before loan closing or beginning of construction.
- G. The loan is subject to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794). It provides, in part, as follows:

“No handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”
- H. Form AD-1047, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Cover Transactions,” must be executed to certify that the Green Valley Special Utility District is not debarred or suspended from Government assistance.
- I. For any contract in excess of \$25,000, Form AD-1048, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” must be executed by any person or entity the Green Valley Special Utility District does business with as a result of this Government assistance certifying that they are not debarred or suspended from Government assistance.

## 8. GRADUATION - REFINANCING RUS DEBT

If, at any time in the future, the Green Valley Special Utility District is able to refinance the amount of the indebtedness owed the Government by obtaining a loan for such purpose from a responsible cooperative or private credit source at reasonable rates and terms for similar purposes and periods of time, the Green Valley Special Utility District will be required to apply for and accept such a loan in sufficient amount to refinance its RUS indebtedness.

## 9. INSURANCE AND BONDING

- A. The buildings and removable parts of the facility will be covered by insurance covering the usual hazards in the area in an amount approved by USDA Rural Development prior to the final inspection. Public Liability and Property Damage

Insurance will be required according to recommendations of the consulting engineer and attorney. Workmen's Compensation Insurance will be carried as required by State law. Copies of all insurance policies will be obtained prior to loan closing and made part of the loan docket.

- B. Fidelity or employee dishonesty bonding coverage will be provided to USDA Rural Development for all persons who have access to funds. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of the coverage required will be no less than the total annual debt service requirement for all RUS loans. Form RD 440-24, "Position Fidelity Schedule Bond," may be used. A copy of the policy will be furnished to USDA Rural Development at loan closing or prior to beginning construction, whichever occurs first.

#### 10. CONSTRUCTION - ENVIRONMENTAL MITIGATION MEASURES

- A. All construction will be on contract documents as outlined in RUS Instruction 1780, Subpart C. The consulting engineer, attorney, and USDA Rural Development will assist with this requirement.
- B. The consulting engineer will prepare construction contract documents and specifications using RUS Instruction 1780, Subpart C, and State supplements.
- C. After the final plans and specifications have been approved in writing by the Texas Commission on Environmental Quality (TCEQ), formerly known as TNRCC, and the USDA Rural Development engineer, and closing instructions have been issued by the Office of General Counsel, construction bids may be received. USDA Rural Development must be represented at all bid openings and negotiations.
- D. Bids should not be received on any contract unless the contract can be awarded within sixty days.
- E. When bids have been received and it is determined that construction can be completed within the funds available, the successful bidder(s) must be advised that loan funds cannot be made available until all requirements of the closing instructions have been met. The contract will be awarded to the lowest responsive and responsible bidder unless approved by the USDA Rural Development State Office.
- F. Executed contracts and bonds are to be approved in writing by USDA Rural Development before any construction is started.
- G. In accordance with RUS Instruction 1780, Section 1780.76 (h), any changes in construction, addition and/or deletion will be made only on written change order, Form RD 1924-7, "Contract Change Order." Approval by the authorized Green Valley Special Utility District official(s), contractor, USDA Rural Development

engineer, or USDA Rural Development official is required before any work is done. If any facility design or proposed construction activities deviate from those contained in the approved environmental documents, the Green Valley Special Utility District may be required to undertake additional environmental review activities.

- H. An authorized representative of the Green Valley Special Utility District will monitor and provide a report to USDA Rural Development on actual performance during construction. Full time inspection is required for all construction. A resume of qualifications of the resident inspector must be submitted for USDA Rural Development's acceptance. Daily inspection reports will be prepared in accordance with RUS Instruction 1780, Section 1780.76 (d). All estimates for payments to contractors may be made on Form RD 1924-18, "Partial Payment Estimate," prepared and certified by the consulting engineer, certified by the contractor, and approved by the appropriate Green Valley Special Utility District official(s) and USDA Rural Development.
- I. The contracts must contain a clause which states "if cultural materials are encountered during construction, work will cease in the immediate area and the Texas State Historic Preservation Officer (SHPO) and USDA Rural Development State Environmental Coordinator (SEC) will be contacted. Work will not resume in the affected area until authorized by the SHPO and SEC."
- J. The Green Valley Special Utility District must enact a binding resolution or covenant to prohibit service to structures proposed to be built in floodplains.

Such covenant or resolution must be in place prior to USDA Rural Development's approval of final plans and specifications. Along with a copy of the resolution or covenant, satisfactory evidence must be submitted to RUS that the covenant or resolution is fully enforceable and has been adopted in a manner consistent with all applicable State and local requirements.

- K. The Green Valley Special Utility District and the consulting engineer shall insure that all requirements of the U.S. Army Corps of Engineers (USACE) "Nationwide Permit 12" are complied with during the construction of the proposed waterline and appurtenances. This shall include the TCEQ Nationwide Permit Water Quality Certification Conditions. The construction plans, specifications and contract documents shall include all applicable provisions of "Nationwide Permit 12" and TNRCC permit conditions. Upon completion of the proposed improvements, the Green Valley Special Utility District must sign and submit the required certification to USDA Rural Development and USACE that the work, including any required mitigation, was completed in compliance with the "Nationwide Permit 12."
- L. To mitigate potential development in wetlands, the Green Valley Special Utility District must enact a binding resolution or covenant in order to prohibit service to areas where wetlands exist without verification that the proper USACE, Section 404



permits have been obtained. Such covenant or resolution must be in place prior to USDA Rural Development's approval of final plans and specifications. Along with a copy of the resolution or covenant, the Green Valley Special Utility District must provide evidence satisfactory to USDA Rural Development that the covenant or resolution is fully enforceable and has been adopted in a manner consistent with all applicable State and local requirements.

#### 11. RESTRICTION ON LOBBYING

- A. Federal law requires that each recipient who requests or receives a Federal contract, grant, loan, or a Federal commitment to guarantee a loan disclose the expenditure of any funds for lobbying activities. RD Instruction 1940-Q, Exhibit A-1, "Certification for Contracts, Grants, and Loans" must be executed prior to loan and/or grant approval if the loan request exceeds \$150,000 and/or the grant request exceeds \$100,000.
- B. Any person who requests or receives a contract, subcontract, or subgrant (consulting engineers, construction contractors, etc.) in excess of \$100,000 must complete RD Instruction 1940-Q, Exhibit A-1 "Certification for Contracts, Grants, and Loans".
- C. Standard Form (SF) LLL, "Disclosure of Lobbying Activities," will be completed by any recipient requesting or receiving a USDA Rural Development contract where the grant exceeds \$100,000, or loan exceeds \$150,000, and has made or has agreed to make any payment using funds other than appropriated funds to influence or attempt to influence a decision in connection with this specific award.

#### 12. PUBLIC INFORMATION REQUIREMENTS

The general public must be informed regarding the development of this project. A public meeting must be held prior to loan approval to give the citizenry an opportunity to become acquainted with the project and to comment on such items as economic and environmental impact, service area, and alternatives to the project. At least ten (10) days prior to the meeting, the Green Valley Special Utility District will be required to publish a notice of the meeting in a newspaper of general circulation in the service area, to post a public notice at the applicant's principal office, and to notify USDA Rural Development. A copy of the published notice and minutes of the public meeting must be provided to USDA Rural Development.

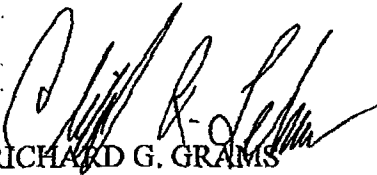
Closing instructions issued by the Office of General Counsel must be complied with.

Attached please find three additional copies of this letter and attachments. One copy should be furnished to the consulting engineer, to the attorney, and to the bond counsel. I want to meet with the governing board, the consulting engineer, attorney, and bond counsel so that we may discuss the contents of this letter.

Please complete and return the attached Form RD 1942-46, "Letter of Intent To Meet Conditions," if the Green Valley Special Utility District desires that further consideration be given to this funding request.

If the conditions set forth in this letter are not met within 90 days from the date hereof, USDA Rural Development reserves the right to discontinue the processing of this application.

Sincerely,

  
FOR: RICHARD G. GRAMS  
Rural Development Manager  
USDA Rural Development, Seguin, Texas

Attachments

**SECTION \_\_\_\_.**

**LOAN PROGRAM REQUIREMENTS AND DOCUMENTS TO CONTROL**

*Section \_\_\_\_.* *Definitions.*

For the purposes of this Section, the following acronyms and terms shall be defined as follows:

(a) *RUS*: The Rural Utilities Service, an agency of the United States of America within the United States Department of Agriculture, and any successor agency thereof.

(b) *FmHA*: The Farmers Home Administration, a former agency of the United States of America within the United States Department of Agriculture and its successor agency, the RUS.

(c) *Loan*: The loan in the amount of \$ \_\_\_\_\_ from the [Purchaser] to the [Town][City][County][Borrower], which has been authorized under 7 U.S.C. § 1926, and which is represented by the [Purchaser's] purchase of the [Certificates][bonds].

(d) *Agency rules*: The statutes, rules, regulations and policies of the former FmHA or of the RUS, in effect on the date hereof, which pertain to or which are applicable to the loan and such future statutes, rules, regulations and policies which are not inconsistent with the express provisions hereof.

(e) *Loan document provisions*: The terms, conditions, requirements and provisions of the loan instruments and loan documents, including but not limited to, loan resolutions, security agreements, assurance agreements, certifications, and equal opportunity agreements, which were signed by the \_\_\_\_\_ [borrower] for the benefit of the United States of America and/or of the RUS, and for the purpose of obtaining the loan.

*Section \_\_\_\_.* *Provision for Debt* [use for a city or county borrower and where the debt is secured in whole or in part by taxes]

To the extent that the loan document provisions and/or the agency rules create a "debt" of the \_\_\_\_\_ [borrower] (within the meaning of § 7 of Article 11 of the Texas Constitution), the governing body of \_\_\_\_\_ [borrower] shall compute and ascertain the rate and amount of ad valorem tax, based upon the latest approved tax rolls of said [town][city][county], with full allowances being made for tax delinquencies and costs of collection, which will be sufficient to raise and produce the money required to pay any sums which may be or become due during any such year on account of said "debt", in no instance to be less than two (2%) per cent of such obligation, together with all interest thereon. Said rate and amount of ad valorem tax is hereby ordered to be levied and is hereby levied against all taxable property in said [town][city][county] for each year which any liability exists by reason of the "debt" incurred, and said ad valorem tax shall be assessed and collected each such year until all of the "debt" incurred shall have been

discharged.

**[Alternative debt provision - Bond counsel may propose their own standard "debt" provision to be reviewed and approved by the agency. This provision, once approved by RUS, will then be used in all future ordinances or orders drafted by that bond counsel.]**

**Section \_\_\_\_\_. Compliance with Agency Rules**

(a) To the extent permitted by State law and if such law is not otherwise preempted by federal statute, regulation or rule, the \_\_\_\_\_ [borrower] shall comply with all agency rules and loan document provisions.

(b) Notwithstanding any other term, condition, requirement or provision contained in this [Ordinance] [Order], the agency rules and loan document provisions shall, to the extent permitted by State law and if such law is not otherwise preempted by federal statute, regulation or rule, control to the extent of any conflict between the [Ordinance] [Order] and such agency rules or such loan document provisions.

**Section \_\_\_\_\_. Interest Accrual.**

Notwithstanding any other term, condition, requirement or provision contained in this [Ordinance] [Order], interest on a [Certificate] [bond] shall continue to accrue and be payable to the United States of America so long as the [Certificate] [bond] remains unpaid and outstanding. Interest will not cease to accrue for any reason (including the establishment of a redemption date or prepayment date) until the date when payment in full has been received at the agency office designated to receive payments. For the purpose of determining "the date when payment in full has been received at the agency office designated to receive payments," such date shall be:

1. when payment is made by hand delivery, the date when such payment has been physically delivered into the possession of such agency at the address given to the Issuer;
2. when payment is made by first class mail, the third day following Issuer's mailing of the payment, postage prepaid, using the U.S. Postal Service and Issuer's receipt of written proof of the mailing from the U.S. Postal Service identifying the date of mailing;
3. when payment is made by overnight delivery, the first day following Issuer's sending of the payment, using the U.S. Postal Service or another delivery service, such as Federal Express, and Issuer's receipt of written proof of sending from the delivery service identifying the date of sending;
4. when payment is made by electronic transfer of funds, the date that the electronic transfer of funds for the payment is completed; or

5. when payment is made by preauthorized electronic debit or draft, the date that the electronic debit or draft for the payment is paid.

**Section \_\_\_\_\_, *Redemption or Prepayment.***

Notwithstanding any other term, condition, requirement or provision contained in this [Ordinance] [Order], redemption or prepayment of a [Certificate] [bond] may occur without presentation or presentment of the [Certificate] [bond].

**Section \_\_\_\_\_, *Limitation on Application of this Section.***

(a) The provisions of this section shall be operative only for so long as any of the [Certificates] [bonds] issued under this [Ordinance] [Order] are owned or held by: (1) the United States of America; or (2) any agency thereof.

(b) The provisions of this section shall not be used to or shall not be construed so as to allow the [Ordinance] [Order] to violate any applicable provision of Texas law to the extent that such law is not otherwise preempted by applicable federal statute, regulation or rule.

**SECTION \_\_\_\_\_.**

**CHAPTER 9, BUSINESS AND COMMERCE CODE REQUIREMENTS**

Chapter 1208, Government Code, applies to the issuance of the [bonds/notes/certificates of obligation] and the pledge of the [taxes/revenues/combination thereof] granted by the Issuer under Section \_\_\_\_\_ of this [resolution/ordinance/order], and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the [bonds/notes/certificates of obligation] are outstanding and unpaid such that the pledge of the [taxes/revenues/combination thereof] granted by the Issuer under Section \_\_\_\_\_ of this [resolution/ordinance/order] is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the [bonds/notes/certificates of obligation] the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

## List of Approved "Debt" Provisions

### 1. Mark Mendel, Kemp, Smith, Duncan & Hammond, P.C., El Paso, Texas --

To provide for the payment of any other legally incurred obligations of the [Town][City][County] with respect to the United States under the Agency rules or Loan Document Provisions, there is hereby levied for the current year and each succeeding year thereafter while the [Certificates] [Bonds] or interest thereon or any such other legally incurred obligations remain outstanding and unpaid, a tax on the taxable property in the [Town][City][County] that is sufficient to pay such other legally incurred obligations, within the limits prescribed by law, full allowance being made for delinquencies and costs of collection. The tax, if any, levied by this Section [9.3(c)] shall be assessed and collected each year and retained by the [Town][City][County] for application to the payment of such other legally incurred obligations, and such tax shall not be diverted to any other purpose.

**[NOTE: The words appearing within brackets may vary or change from one ordinance or order to another depending upon the type of borrower and the terms used in the ordinance or order.]**

**A RESOLUTION**  
**BY THE BOARD OF DIRECTORS OF THE**  
**GREEN VALLEY SPECIAL UTILITY DISTRICT**

WHEREAS, the Green Valley Special Utility District has determined that it will be in the best interest of the District to purchase approximately 65 acres of land located along Linne Road in the County of Guadalupe, State of Texas, for the development and construction of a Waste-Water Treatment Facility; and

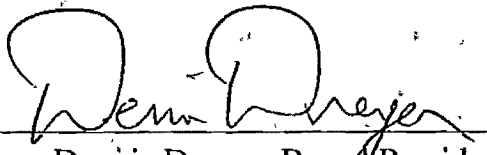
WHEREAS, negotiations with Joann F. Murphy and Claudette June Turk, land sellers, have resulted in an agreed to Purchase and Sale Contract;

NOW THEREFORE,


BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREEN VALLEY SPECIAL UTILITY DISTRICT:

THAT the General Manager and/or President of the Board is authorized to execute all documents necessary for the finalizing the Purchase, including all closing documents as required.

PASSED, APPROVED AND ADOPTED this 18<sup>th</sup> day of December, 2014

  
Dennis Dreyer, Board President

ATTEST:

  
Jackie Nolte, Secretary-Treasurer



**Water for a Better Life**  
**Since 1963**

P.O. Box 99  
(830) 914-2330  
Website: [www.gvsud.org](http://www.gvsud.org)

Marion, TX 78124-0099  
FAX: (830) 470-4138  
TDD: 1-800-735-2988

December 23, 2014

Marion State Bank  
Attn: Joyce Damerau

Could you please wire the money to information below:

To: First Commercial Bank, N.A.  
Seguin, TX

ABA No: 114912220

Credit To: Seguin Title Company Escrow Acct.

Account No: 0021172

Amount: \$317,376.34


From: Green Valley SUD Capital Recovery

Acct No. 4306734

Effective December 24, 2014

If you have any questions, please do not hesitate to contact me at (830)914-2330. Thank you for handling this matter.

Sincerely,

  
David P Allen  
General Manager



**E-MAILED** Joyce @ MSB  
12.23.14





**UNIMPROVED PROPERTY CONTRACT**

NOTICE: Not For Use For Condominium Transactions

1. **PARTIES:** The parties to this contract are Joann F. Murphy and Claudette June Turk (Seller) and Green Valley Special Utility District (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** Lot \_\_\_\_\_, Block \_\_\_\_\_, Approximately 65 acres of land on Linne Road \_\_\_\_\_ Addition, City of \_\_\_\_\_, County of Guadalupe Texas, known as Linne Road, Guadalupe County, Texas (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. **SALES PRICE:**  
A. Cash portion of Sales Price payable by Buyer at closing ..... \$ 325,000.00 ✓  
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) ..... \$ \_\_\_\_\_  
C. Sales Price (Sum of A and B) ..... \$ 325,000.00

~~4. **FINANCING:** The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)~~

~~A. **THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$ \_\_\_\_\_ (excluding any loan funding fee or mortgage insurance premium).~~

~~(1) **Property Approval:** If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs); Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.~~

~~(2) **Credit Approval:** (Check one box only)~~

- ~~(a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.  
 (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.~~

~~B. **ASSUMPTION:** The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.~~

~~C. **SELLER FINANCING:** A promissory note from Buyer to Seller of \$ \_\_\_\_\_ secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.~~

5. **EARNEST MONEY:** Upon execution of contract by all parties, Buyer shall deposit \$ 10,000.00 as earnest money with Seguin Title Company as escrow agent, at \_\_\_\_\_ (address). Buyer shall deposit additional earnest money of \$ N/A with escrow agent within N/A days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. **TITLE POLICY AND SURVEY:**

A. **TITLE POLICY:** Seller shall furnish to Buyer at  Seller's  Buyer's expense an owner's policy of title insurance (Title Policy) issued by Seguin Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within \_\_\_\_\_ days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at  Seller's  Buyer's expense no later than 3 days prior to Closing Date.
  - (2) Within 60 days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
  - (3) Within \_\_\_\_\_ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:  
Water and sewer treatment facilities

Buyer must object the earlier of (i) the Closing Date or (ii) 15 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property  is  is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**  
Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

(Address of Property)

**If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.**

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property  is  is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

**~~7. PROPERTY CONDITION:~~**

~~A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.~~

~~NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.~~

~~B. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)~~

- (1) Buyer accepts the Property in its present condition.
- (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: \_\_\_\_\_

\_\_\_\_\_. (Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs.)

~~NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.~~

~~C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs prior to the Closing Date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs. At Buyer's election, any transferable warranties received by Seller with respect to the repairs~~

(Address of Property)

~~will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 15 days, if necessary, for Seller to complete repairs.~~

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:  
(1) any flooding of the Property;  
(2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;  
(3) any environmental hazards or conditions affecting the Property;  
(4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;  
(5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or  
(6) any threatened or endangered species or their habitat affecting the Property.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

**9. CLOSING:**

A. The closing of the sale will be on or before December 31, 2014, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

Property will be purchased as two (2) tracts:

Tract One: 20 acres, described in Deed Vol.2821, Page 0423, Official Public Records, Guadalupe, County, Texas.

Tract Two: 45 acres being:

20 acres, described in Deed Vol.3051, Page 0561, Official Public Records, Guadalupe, County, Texas, and

25 acres, out of 116 acres, described in Deed Vol. 2821 Page 0426, Official Public Records, Guadalupe County, Texas

**12. SETTLEMENT AND OTHER EXPENSES:**

~~A. The following expenses must be paid at or prior to closing:~~

~~(1) Expenses payable by Seller (Seller's Expenses):~~

~~(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability, tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.~~

(Address of Property)

~~(b) Seller shall also pay an amount not to exceed \$ \_\_\_\_\_ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.~~

~~(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.~~

~~B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.~~

**13. PRORATIONS AND ROLLBACK TAXES:**

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

**15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may ~~(a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract.~~ If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance; seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

**16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion  will  will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

**18. ESCROW:**

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow

as its  
sole and  
exclusive  
remedy  
seller  
buyer

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

**19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

**20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

**21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

**To Buyer at:**  
Green Valley Special Utility District  
P.O. Box 99  
Marion, TX 78124-0099  
 Telephone: (830) 914-2330  
 Facsimile: ( )  
 E-mail: \_\_\_\_\_

**To Seller at:**  
Joann F. Murphy and Claudette June Turk  
606 Springvale  
San Antonio, TX 78227  
 Telephone: ( )  
 Facsimile: ( )  
 E-mail: \_\_\_\_\_

**22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum for Credit Approval
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Other (list): \_\_\_\_\_

**23. TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller; and Buyer's agreement to pay Seller \$ 100.00 (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 10 days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee  will  will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

**24. CONSULT AN ATTORNEY:** TREC rules prohibit real estate licensees from giving legal advice. **READ THIS CONTRACT CAREFULLY.** If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's  
Attorney Is: Mark Zeppa  
4833 Spicewood Springs Road, Suite 222  
Austin, Texas 78759

Seller's  
Attorney Is: \_\_\_\_\_

Telephone: (512) 346-4011

Telephone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

E-mail: markzeppa@austin.rr.com

E-mail: \_\_\_\_\_

**EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (EFFECTIVE DATE).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer Green Valley Special Utility District  
by: Pat Allen, General Manager

Seller Joann F. Murphy

Buyer \_\_\_\_\_

Seller Claudette June Turk

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-10; This form replaces TREC NO. 9-9.

**BROKER INFORMATION**

Other Broker Firm License No.

Listing Broker Firm License No.

represents  Buyer only as Buyer's agent  
 Seller as Listing Broker's subagent

represents  Seller and Buyer as an intermediary  
 Seller only as Seller's agent

Licensed Supervisor of Associate Telephone

Licensed Supervisor of Listing Associate Telephone

Associate Telephone

Listing Associate Telephone

Other Broker's Address Facsimile

Listing Broker's Office Address Facsimile

City State Zip

City State Zip

Associate Email Address

Listing Associate's Email Address

Selling Associate Telephone

Selling Associate's Office Address Facsimile

City State Zip

Selling Associate's Email Address

~~Listing Broker has agreed to pay Other Broker \_\_\_\_\_ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.~~

**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_ is acknowledged.

\_\_\_\_\_  
Seller or Listing Broker Date

**CONTRACT AND EARNEST MONEY RECEIPT**

Receipt of  Contract and  \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_  
Is acknowledged.

Escrow Agent: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Email Address \_\_\_\_\_

Address \_\_\_\_\_ Telephone (\_\_\_\_\_) \_\_\_\_\_

City State Zip Facsimile: (\_\_\_\_\_) \_\_\_\_\_





**ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS**

**ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT**

Linne Road, Guadalupe County, Texas

(Street Address and City)

*NOTICE: For use only if Seller reserves all or a portion of the Mineral Estate.*

- A. "Mineral Estate" means all oil, gas, and other minerals in or under the Property, any royalty under any existing or future lease covering any part of the Property, surface rights (including rights of ingress and egress), production and drilling rights, lease payments, and all related benefits.
- B. The Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):
  - (1) Seller reserves all of the Mineral Estate owned by Seller.
  - (2) Seller reserves an undivided 50 % interest in the Mineral Estate owned by Seller. *NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage of Seller's interest. Buyer will retain the executive leasing rights.*
- C. Seller  waives  does not waive Seller's surface rights (including rights of ingress and egress). *NOTE: Any waiver of surface rights by Seller does not affect any surface rights that may be held by others.*
- D. If B(2) applies, Seller shall, on or before the Closing Date, provide Buyer contact information known to Seller for any existing lessee.

**If either party is concerned about the legal rights or impact of the above provisions, that party is advised to consult an attorney BEFORE signing.**

**TREC rules prohibit real estate licensees from giving legal advice.**

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 44-1. This form replaces TREC No. 44-0.

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

028726 STC-DR

JOANN F. MURPHEY, ET AL -TO- GREEN VALLEY SPECIAL UTILITY DISTRICT

**CORRECTION**  
**WARRANTY DEED**

DATE: December 19, 2014

GRANTOR: JOANN F. MURPHEY, joined pro forma by her husband, JERRY MURPHEY; and JAMES W. TURK A/K/A JAMES TURK, Independent Executor of the Estate of Claudette B. Turk (a/k/a Claudette Blumberg Turk and Claudette June Turk), Deceased, and joining pro forma as her husband

GRANTOR'S MAILING ADDRESS: 606 Springvale, San Antonio, Texas 78227 (Bexar County)

GRANTEE: GREEN VALLEY SPECIAL UTILITY DISTRICT

GRANTEE'S MAILING ADDRESS: P. O. Box 99, Marion, Texas 78124-0099 (Guadalupe County)

CONSIDERATION: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

PROPERTY (including any improvements): All that certain tract or parcel of land containing 19.311 acres of land out of the Guadalupe Torres Survey, Abstract No. 313, Guadalupe County, Texas, and being more fully described by metes and bounds in Exhibit "A" attached.

The Property is conveyed in its present condition, with any defects, and without warranties except warranties of title and warranties in the contract between the parties, if any.

RESERVATIONS FROM CONVEYANCE: For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of an undivided 50% of all oil, gas and other minerals owned by Grantor in and under and that may be produced from the Property.

Grantor waives the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

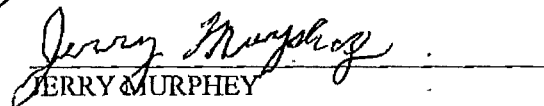
EXCEPTIONS TO CONVEYANCE AND WARRANTY: Validly existing easements, and rights-of-way, of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2014, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This Correction Warranty Deed is made in place of and to correct a Warranty Deed from Joann F. Murphey, joined pro forma by her husband, Jerry Murphey, and Claudette June Turk, joined pro forma by her husband, James Turk; to Green Valley Special Utility District, dated December 19, 2014, and recorded in Document Number 2014023215 of the Official Public Records of Guadalupe County, Texas. By mistake that Warranty Deed inadvertently conveyed the property as 65.00 acres of land in Guadalupe Torres Survey, A-313, Guadalupe County, Texas, when in truth and fact the property being conveyed is a 19.311 acre tract and a 45.689 acre tract, Guadalupe Torres Survey, A-313, Guadalupe County, Texas; and each tract was to be conveyed by a separate deed to the Grantee. This Correction Warranty Deed, conveying the 19.311 acre tract, is made by Grantors and accepted by Grantee to correct that mistake, is effective on December 19, 2014, the date of the original Warranty Deed, and in all other respects confirms the former Warranty Deed. Another correction deed is being executed concurrently to convey the 45.689 acre tract from Grantor to Grantee.

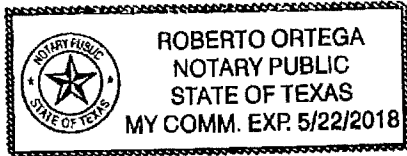
  
JOANN F. MURPHEY

  
JERRY MURPHEY

THE STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on the 10 day of November, 2015, by JOANN F. MURPHEY.

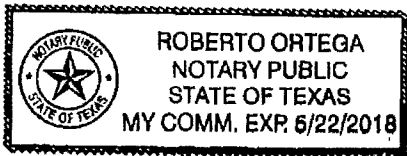


Roberto Ortega  
Notary Public, State of Texas  
Notary Name: Roberto Ortega

THE STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on the 10 day of November, 2015, by JERRY MURPHEY.



Roberto Ortega  
Notary Public, State of Texas  
Notary Name: Roberto Ortega

*James W. Turk*

*A/K/A James Turk*

JAMES W. TURK A/K/A JAMES TURK,  
Independent Executor of the Estate of Claudette  
B. Turk (a/k/a Claudette Blumberg Turk and  
Claudette June Turk), Deceased, and

*James W. Turk*

*A/K/A James Turk*

JAMES W. TURK A/K/A JAMES TURK

THE STATE OF TEXAS

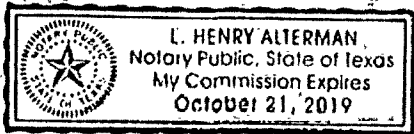
COUNTY OF DALLAS

This instrument was acknowledged before me on the 10 day of NOVEMBER, 2015, by  
JAMES W. TURK A/K/A JAMES TURK, individually and as Independent Executor of the Estate of  
Claudette B. Turk (a/k/a Claudette Blumberg Turk and Claudette June Turk), Deceased.

*L. Henry Alterman*

Notary Public, State of Texas

Notary Name: L. Henry Alterman



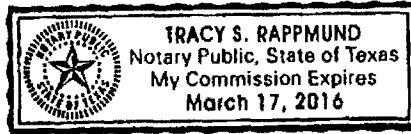
ACCEPTANCE BY GRANTEE:

GREEN VALLEY SPECIAL UTILITY DISTRICT

By: *Pat Allen*  
PAT ALLEN,  
General Manager

THE STATE OF TEXAS

COUNTY OF GUADALUPE



This instrument was acknowledged before me on the 17<sup>th</sup> day of November 2015, by PAT ALLEN, General Manager of GREEN VALLEY SPECIAL UTILITY DISTRICT, on behalf of GREEN VALLEY SPECIAL UTILITY DISTRICT.

*Tracy S. Rappmund*  
Notary Public, State of Texas  
Notary Name: Tracy S. Rappmund

## River City Engineering

1011 W. County Line Road \* NEW BRAUNFELS, TX. 78130

PHONE (830) 625-0337 FAX (830) 625-0858

dlamberts@rcetx.com

Firm Registration #10193949

All that certain tract or parcel of land containing 19.311 acres of land out of the Guadalupe Torres Survey, Abstract No. 313, Guadalupe County, Texas, being the same land as that certain called 20 acre parcel described in Volume 2821, Page 423 of the Official Records of Guadalupe County, Texas, further being a portion of that certain 65.000 acre parcel of land described in Document No. 2014023215 of said Official Records; Said 19.311 acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch rebar found on the southwesterly right-of-way line of Linne Road for the most easterly corner and POINT OF BEGINNING of this parcel, same being the most easterly corner of said 65.000 acre parcel and the most northerly corner of that certain called 59.95 acre parcel described in Volume 3003, Page 362 of said Official Records;

THENCE departing said right-of-way line and with the common line of this parcel with a portion of said 59.95 acre parcel, South 59 deg 40' 23" West, a distance of 1503.91 feet (called South 61 deg 41' 13" West, 1503.91 feet) to a created point for the most southerly corner of this parcel, same being the most easterly corner of that certain called 20 acre parcel described in Volume 3051, Page 561 of said Official Records;

THENCE with the common line of this parcel with said 20 acre parcel described in Volume 3051, Page 561, North 30 deg 07' 53" West, a distance of 575.96 feet to a ½ inch rebar found for the most westerly corner of this parcel, same being the most northerly corner of said 20 acre parcel and being located on the southeasterly line of that certain called 116 acre tract of land described in Volume 2821, Page 426 of said Official Records;

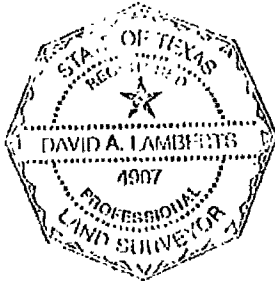
THENCE with the common line of said 20 acre parcel with said 116 acre tract, North 59 deg 32' 28" East, a distance of 1377.68 feet to a created point on the aforementioned right-of-way of Linne Road for the most northerly corner of this parcel, same being the most easterly corner of said 116 acre tract;

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

- 1). South 48 deg 51' 21" East, a distance of 206.14 feet (called South 49 deg 00' East) to a concrete monument found;
- 2). South 40 deg 59' 25" East, a distance of 320.00 feet (called South 41 deg 56' East, 320.0 feet) to a ½ inch rebar set (capped "RPLS 4907");

### EXHIBIT "A"

3). South 29 deg 57' 11" East, a distance of 69.21 feet (called South 30 deg 00' East, 70.4 feet) to the POINT OF BEGINNING and containing 19.311 acres of land with all bearings called for herein based of the Texas Coordinate System as established from the North American Datum Of 1983 (CORS96) for the South Central Zone.



David A. Lamberts R.P.L.S. No. 4907  
J.O. No. 6096-104-2 (DRAWING PREPARED)

→ STC

**2015023858**  
**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**  
11/20/2015 3:41:24 PM  
PAGES: 7  
TERESA KIEL, COUNTY CLERK  
GUADALUPE COUNTY, TEXAS



**EXHIBIT "A"**

Page 2 of 2



17  
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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

028726 STC-DR

JOANN F. MURPHEY, ET AL -TO- GREEN VALLEY SPECIAL UTILITY DISTRICT

**CORRECTION  
WARRANTY DEED**

DATE: December 19, 2014

GRANTOR: JOANN F. MURPHEY, joined pro forma by her husband, JERRY MURPHEY; and JAMES W. TURK A/K/A JAMES TURK, Independent Executor of the Estate of Claudette B. Turk (a/k/a Claudette Blumberg Turk and Claudette June Turk), Deceased, and joining pro forma as her husband

GRANTOR'S MAILING ADDRESS: 606 Springvale, San Antonio, Texas 78227 (Bexar County)

GRANTEE: GREEN VALLEY SPECIAL UTILITY DISTRICT

GRANTEE'S MAILING ADDRESS: P. O. Box 99, Marion, Texas 78124-0099 (Guadalupe County)

CONSIDERATION: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

PROPERTY (including any improvements): All that certain tract or parcel of land containing 45.689 acres of land out of the Guadalupe Torres Survey, Abstract No. 313, Guadalupe County, Texas, and being more fully described by metes and bounds in Exhibit "A" attached.

The Property is conveyed in its present condition, with any defects, and without warranties except warranties of title and warranties in the contract between the parties, if any.

RESERVATIONS FROM CONVEYANCE: For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of an undivided 50% of all oil, gas and other minerals owned by Grantor in and under and that may be produced from the Property.

Grantor waives the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor.

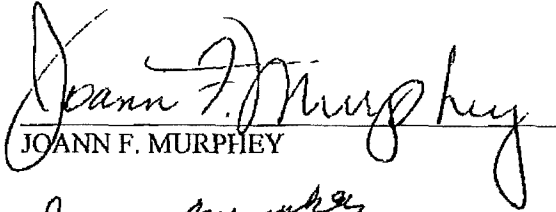
Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

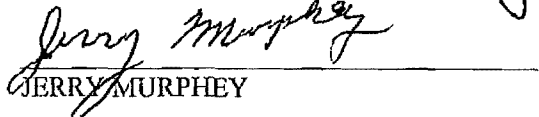
EXCEPTIONS TO CONVEYANCE AND WARRANTY: Validly existing easements, and rights-of-way, of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2014, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This Correction Warranty Deed is made in place of and to correct a Warranty Deed from Joann F. Murphey, joined pro forma by her husband, Jerry Murphey, and Claudette June Turk, joined pro forma by her husband, James Turk, to Green Valley Special Utility District, dated December 19, 2014, and recorded in Document Number 2014023215 of the Official Public Records of Guadalupe County, Texas. By mistake that Warranty Deed inadvertently conveyed the property as 65.00 acres of land in Guadalupe Torres Survey, A-313, Guadalupe County, Texas, when in truth and fact the property being conveyed is a 19.311 acre tract and a 45.689 acre tract, Guadalupe Torres Survey, A-313, Guadalupe County, Texas, and each tract was to be conveyed by a separate deed to the Grantee. This Correction Warranty Deed, conveying the 45.689 acre tract, is made by Grantors and accepted by Grantee to correct that mistake, is effective on December 19, 2014, the date of the original Warranty Deed, and in all other respects confirms the former Warranty Deed. Another correction deed is being executed concurrently to convey the 19.311 acre tract from Grantor to Grantee.

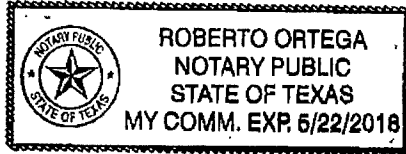
  
JOANN F. MURPHEY

  
JERRY MURPHEY

THE STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on the 10 day of November, 2015, by JOANN F. MURPHEY.

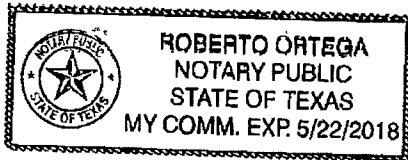


Roberto Ortega  
Notary Public, State of Texas  
Name: Roberto Ortega

THE STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on the 10 day of November, 2015, by JERRY MURPHEY.

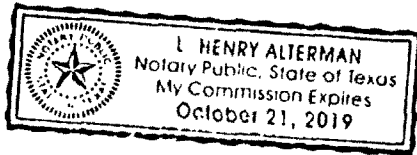


Roberto Ortega  
Notary Public, State of Texas  
Name: Roberto Ortega

James W Turk  
A/K/A James Turk  
JAMES W. TURK A/K/A JAMES TURK,  
Independent Executor of the Estate of Claudette  
B. Turk (a/k/a Claudette Blumberg Turk and  
Claudette June Turk), Deceased, and  
James W. Turk  
A/K/A James Turk  
JAMES W. TURK A/K/A JAMES TURK

THE STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on the 10 day of NOVEMBER, 2015, by JAMES W. TURK A/K/A JAMES TURK, individually and as Independent Executor of the Estate of Claudette B. Turk (a/k/a Claudette Blumberg Turk and Claudette June Turk), Deceased.



L. Henry Alterman  
Notary Public, State of Texas  
Notary Name: L. Henry Alterman

ACCEPTANCE BY GRANTEE:

GREEN VALLEY SPECIAL UTILITY DISTRICT

By: *Pat Allen*  
PAT ALLEN,  
General Manager



THE STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me on the 17<sup>th</sup> day of November, 2015, by PAT ALLEN, General Manager of GREEN VALLEY SPECIAL UTILITY DISTRICT, on behalf of GREEN VALLEY SPECIAL UTILITY DISTRICT.

*Tracy S. Rappmund*  
Notary Public, State of Texas  
Notary Name: Tracy S. Rappmund

**River City Engineering**

1011 W. County Line Road \* NEW BRAUNFELS, TX. 78130  
PHONE (830) 625-0337 FAX (830) 625-0858  
dlamheris@rceetx.com  
Firm Registration #10193949

All that certain tract or parcel of land containing 45.689 acres of land out of the Guadalupe Torres Survey, Abstract No. 313, Guadalupe County, Texas, being all of that certain called 20 acre parcel described in Volume 3051, Page 561 and a portion of that certain called 116 acre tract described in Volume 2821, Page 426, all of the Official Records of Guadalupe County, Texas, further being out of that certain 65.000 acre parcel of land described in Document No. 2014023215 of said Official Records; Said 45.689 acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a created point on the southwesterly right-of-way line of Linne Road for the most easterly corner and POINT OF BEGINNING of this parcel, same being the most easterly corner of said 116 acre tract and the most northerly corner of that certain called 20 acre parcel described in Volume 2821, Page 423 of said Official Records;

THENCE departing said right-of-way line and with the common line of said 116 acre tract with said 20 acre parcel described in Volume 2821, Page 423, South 59 deg 32' 28" West, a distance of 1377.68 feet to a 1/2 inch rebar found for the most westerly corner of said 20 acre parcel, same being the most northerly corner of said 20 acre parcel described in Volume 3051, Page 561 and an interior corner of this parcel;

THENCE with the common line of said 20 acre parcel described in Volume 2821, Page 423 with said 20 acre parcel described in Volume 3051, Page 561, South 30 deg 07' 53" East, a distance of 575.96 feet to a created point for the most southerly corner of said 20 acre parcel described in Volume 2821, Page 423, same being the most easterly corner of said 20 acre parcel described in Volume 3051, page 561 and being located in the northwesterly line of that certain called 59.95 acre parcel described in Volume 3003, page 362 of said Official Records;

THENCE with the common line of this parcel with said 59.95 acre parcel, South 59 deg 40' 23" West, a distance of 810.13 feet to a 1/2 inch rebar found for angle, said being the most northerly corner of that certain called 12.166 acre parcel described in Volume 1035, Page 601 of said Official Records;

THENCE with the common line of this parcel with said 12.166 acre parcel, South 59 deg 37' 01" West, a distance of 690.11 feet (called South 60 deg 38' 19" West) to a 1/2 inch rebar found for the most southerly corner of this parcel, same being the most southerly corner of said 20 acre parcel and the most easterly corner of that certain called 72.204 acre parcel described in Volume 1347, Page 601 of said Official Records;

**EXHIBIT "A"**

THENCE with the common line of said 20 acre parcel with said 72.204 acre parcel, North 30 deg 25' 55" West, a distance of 569.05 feet (called North 30 deg 00" West, 579 feet) to a ½ inch rebar found for an exterior corner of this parcel, same being the most westerly corner of said 20 acre parcel, the most northerly corner of said 72.204 acre parcel and lying in the southeasterly line of the aforementioned 116 acre tract;

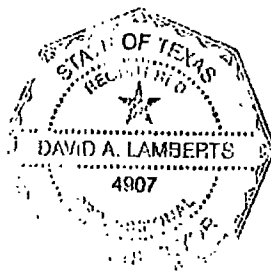
THENCE with the common line of said 20 acre parcel with said 116 acre tract, North 59 deg 20' 58" East, a distance of 670.68 feet to a ½ inch rebar set (capped "RPLS 4907") for an interior corner of this parcel;


THENCE severing said 116 acre tract, North 30 deg 25' 55" West, a distance of 575.36 feet to a ½ inch rebar set (capped "RPLS 4907") on the common line of said 116 acre tract with that certain called 22.7 acre parcel described in Volume 387, Page 121 of the Deed Records of Guadalupe County, Texas for the most westerly corner of this parcel;

THENCE with the common line of said 116 acre tract with said 22.7 acre parcel, North 59 deg 22' 16" East, a distance of 1816.08 feet (called North 59 deg 39' East) to a ½ inch rebar set (capped "RPLS 4907") on the aforementioned right-of-way of Linne Road for the most northerly corner of this parcel, same being the most northerly corner of said 116 acre tract and the most easterly corner of said 22.7 acre parcel;

THENCE with said right-of-way line, the following six (6) courses:

- 1). South 68 deg 25' 55" East, a distance of 118.68 feet (called South 68 deg 31' East, 118.0 feet) to a concrete monument found;
- 2). South 23 deg 37' 03" East, a distance of 153.65 feet (called South 23 deg 31' East, 155.0 feet) to a concrete monument found;
- 3). South 44 deg 15' 15" East, a distance of 133.94 feet (called South 44 deg 06' East, 134.5 feet) to a concrete monument found;
- 4). North 78 deg 44' 56" East, a distance of 203.51 feet (called North 78 deg 30' East, 204.0 feet) to a concrete monument found;
- 5). North 89 deg 46' 53" East, a distance of 100.44 feet (called North 90 deg 00' East, 100.0 feet) to a concrete monument found;
- 6). South 48 deg 51' 21" East, a distance of 89.73 feet (called South 49 deg 00' East) to the POINT OF BEGINNING and containing 45.689 acres of land with all bearings called for herein based of the Texas Coordinate System as established from the North American Datum Of 1983 (CORS96) for the South Central Zone.




  
David A. Lamberts R.P.L.S. No. 4907  
J.O. No. 6096-104-3 (DRAWING PREPARED)  
**EXHIBIT "A"**



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 *Teresa Kiel*



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028726 STC-DR

JOANN F. MURPHEY, ET AL -TO- GREEN VALLEY SPECIAL UTILITY DISTRICT

**CORRECTION**  
**WARRANTY DEED**

DATE: December 19, 2014

GRANTOR: JOANN F. MURPHEY, joined pro forma by her husband, JERRY MURPHEY; and JAMES W. TURK A/K/A JAMES TURK, Independent Executor of the Estate of Claudette B. Turk (a/k/a Claudette Blumberg Turk and Claudette June Turk), Deceased, and joining pro forma as her husband

GRANTOR'S MAILING ADDRESS: 606 Springvale, San Antonio, Texas 78227 (Bexar County)

GRANTEE: GREEN VALLEY SPECIAL UTILITY DISTRICT

GRANTEE'S MAILING ADDRESS: P. O. Box 99, Marion, Texas 78124-0099 (Guadalupe County)

CONSIDERATION: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

PROPERTY (including any improvements): All that certain tract or parcel of land containing 45.689 acres of land out of the Guadalupe Torres Survey, Abstract No. 313, Guadalupe County, Texas, and being more fully described by metes and bounds in Exhibit "A" attached.

The Property is conveyed in its present condition, with any defects, and without warranties except warranties of title and warranties in the contract between the parties, if any.

RESERVATIONS FROM CONVEYANCE: - For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of an undivided 50% of all oil, gas and other minerals owned by Grantor in and under and that may be produced from the Property.

Grantor waives the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor.

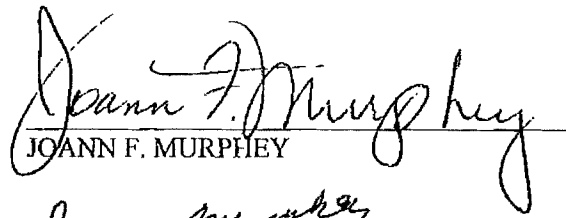
Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

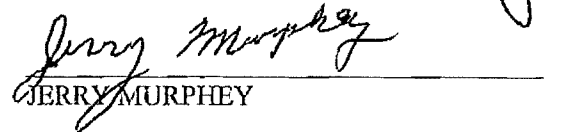
EXCEPTIONS TO CONVEYANCE AND WARRANTY: Validly existing easements, and rights-of-way, of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2014, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This Correction Warranty Deed is made in place of and to correct a Warranty Deed from Joann F. Murphey, joined pro forma by her husband, Jerry Murphey, and Claudette June Turk, joined pro forma by her husband, James Turk, to Green Valley Special Utility District, dated December 19, 2014, and recorded in Document Number 2014023215 of the Official Public Records of Guadalupe County, Texas. By mistake that Warranty Deed inadvertently conveyed the property as 65.00 acres of land in Guadalupe Torres Survey, A-313, Guadalupe County, Texas, when in truth and fact the property being conveyed is a 19.311 acre tract and a 45.689 acre tract, Guadalupe Torres Survey, A-313, Guadalupe County, Texas, and each tract was to be conveyed by a separate deed to the Grantee. This Correction Warranty Deed, conveying the 45.689 acre tract, is made by Grantors and accepted by Grantee to correct that mistake, is effective on December 19, 2014, the date of the original Warranty Deed, and in all other respects confirms the former Warranty Deed. Another correction deed is being executed concurrently to convey the 19.311 acre tract from Grantor to Grantee.

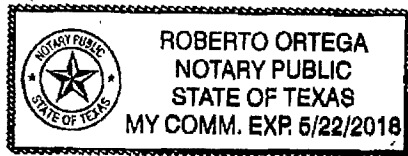
  
JOANN F. MURPHEY

  
JERRY MURPHEY

THE STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on the 10 day of November, 2015, by JOANN F. MURPHEY.

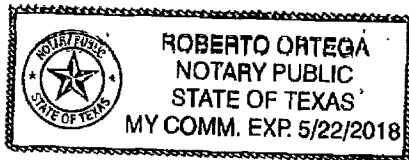


Roberto Ortega  
Notary Public, State of Texas  
Name: Roberto Ortega

THE STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on the 10 day of November, 2015, by JERRY MURPHEY.



Roberto Ortega  
Notary Public, State of Texas  
Name: Roberto Ortega

James W Turk  
A/K/A James Turk  
JAMES W. TURK A/K/A JAMES TURK,  
Independent Executor of the Estate of Claudette  
B. Turk (a/k/a Claudette Blumberg Turk and  
Claudette June Turk), Deceased, and

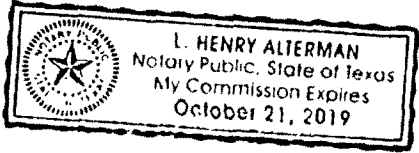
James W Turk  
A/K/A James Turk  
JAMES W. TURK A/K/A JAMES TURK

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 10 day of NOVEMBER, 2015, by  
JAMES W. TURK A/K/A JAMES TURK, individually and as Independent Executor of the Estate of  
Claudette B. Turk (a/k/a Claudette Blumberg Turk and Claudette June Turk), Deceased.

L. Henry Alterman  
Notary Public, State of Texas  
Notary Name: L. Henry Alterman



ACCEPTANCE BY GRANTEE:

GREEN VALLEY SPECIAL UTILITY DISTRICT

By: *Pat Allen*  
PAT ALLEN,  
General Manager



THE STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me on the 17<sup>th</sup> day of November, 2015, by PAT ALLEN, General Manager of GREEN VALLEY SPECIAL UTILITY DISTRICT, on behalf of GREEN VALLEY SPECIAL UTILITY DISTRICT.

*Tracy S. Rappmund*  
Notary Public, State of Texas  
Notary Name: *Tracy S. Rappmund*

**River City Engineering**  
1011 W. County Line Road \* NEW BRAUNFELS, TX. 78130  
PHONE (830) 625-0337 FAX (830) 625-0858  
dlamberts@rceetx.com  
Firm Registration #10193949

All that certain tract or parcel of land containing 45.689 acres of land out of the Guadalupe Torres Survey, Abstract No. 313, Guadalupe County, Texas, being all of that certain called 20 acre parcel described in Volume 3051, Page 561 and a portion of that certain called 116 acre tract described in Volume 2821, Page 426, all of the Official Records of Guadalupe County, Texas, further being out of that certain 65.000 acre parcel of land described in Document No. 2014023215 of said Official Records; Said 45.689 acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a created point on the southwesterly right-of-way line of Linne Road for the most easterly corner and POINT OF BEGINNING of this parcel, same being the most easterly corner of said 116 acre tract and the most northerly corner of that certain called 20 acre parcel described in Volume 2821, Page 423 of said Official Records;

THENCE departing said right-of-way line and with the common line of said 116 acre tract with said 20 acre parcel described in Volume 2821, Page 423, South 59 deg 32' 28" West, a distance of 1377.68 feet to a 1/2 inch rebar found for the most westerly corner of said 20 acre parcel, same being the most northerly corner of said 20 acre parcel described in Volume 3051, Page 561 and an interior corner of this parcel;

THENCE with the common line of said 20 acre parcel described in Volume 2821, Page 423 with said 20 acre parcel described in Volume 3051, Page 561, South 30 deg 07' 53" East, a distance of 575.96 feet to a created point for the most southerly corner of said 20 acre parcel described in Volume 2821, Page 423, same being the most easterly corner of said 20 acre parcel described in Volume 3051, page 561 and being located in the northwesterly line of that certain called 59.95 acre parcel described in Volume 3003, page 362 of said Official Records;

THENCE with the common line of this parcel with said 59.95 acre parcel, South 59 deg 40' 23" West, a distance of 810.13 feet to a 1/2 inch rebar found for angle, said being the most northerly corner of that certain called 12.166 acre parcel described in Volume 1035, Page 601 of said Official Records;

THENCE with the common line of this parcel with said 12.166 acre parcel, South 59 deg 37' 01" West, a distance of 690.11 feet (called South 60 deg 38' 19" West) to a 1/2 inch rebar found for the most southerly corner of this parcel, same being the most southerly corner of said 20 acre parcel and the most easterly corner of that certain called 72.204 acre parcel described in Volume 1347, Page 601 of said Official Records;

**EXHIBIT "A"**

THENCE with the common line of said 20 acre parcel with said 72.204 acre parcel; North 30 deg 25' 55" West, a distance of 569.05 feet (called North 30 deg 00" West, 579 feet) to a ½ inch rebar found for an exterior corner of this parcel, same being the most westerly corner of said 20 acre parcel, the most northerly corner of said 72.204 acre parcel and lying in the southeasterly line of the aforementioned 116 acre tract;

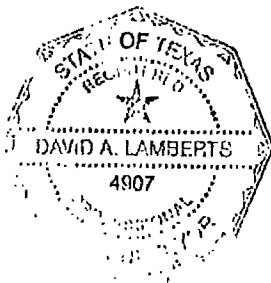
THENCE with the common line of said 20 acre parcel with said 116 acre tract, North 59 deg 20' 58" East, a distance of 670.68 feet to a ½ inch rebar set (capped "RPLS 4907") for an interior corner of this parcel;

THENCE severing said 116 acre tract; North 30 deg 25' 55" West, a distance of 575.36 feet to a ½ inch rebar set (capped "RPLS 4907") on the common line of said 116 acre tract with that certain called 22.7 acre parcel described in Volume 387, Page 121 of the Deed Records of Guadalupe County, Texas for the most westerly corner of this parcel;

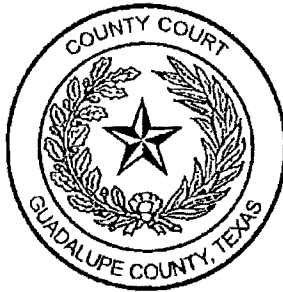
THENCE with the common line of said 116 acre tract with said 22.7 acre parcel, North 59 deg 22' 16" East, a distance of 1816.08 feet (called North 59 deg 39' East) to a ½ inch rebar set (capped "RPLS 4907") on the aforementioned right-of-way of Linne Road for the most northerly corner of this parcel, same being the most northerly corner of said 116 acre tract and the most easterly corner of said 22.7 acre parcel;

THENCE with said right-of-way line, the following six (6) courses:

- 1). South 68 deg 25' 55" East, a distance of 118.68 feet (called South 68 deg 31' East, 118.0 feet) to a concrete monument found;
- 2). South 23 deg 37' 03" East, a distance of 153.65 feet (called South 23 deg 31' East, 155.0 feet) to a concrete monument found;
- 3). South 44 deg 15' 15" East, a distance of 133.94 feet (called South 44 deg 06' East, 134.5 feet) to a concrete monument found;
- 4). North 78 deg 44' 56" East, a distance of 203.51 feet (called North 78 deg 30' East, 204.0 feet) to a concrete monument found;
- 5). North 89 deg 46' 53" East, a distance of 100.44 feet (called North 90 deg 00' East, 100.0 feet) to a concrete monument found;
- 6). South 48 deg 51' 21" East, a distance of 89.73 feet (called South 49 deg 00' East) to the POINT OF BEGINNING and containing 45.689 acres of land with all bearings called for herein based of the Texas Coordinate System as established from the North American Datum Of 1983 (CORS96) for the South Central Zone.




David A. Lamberts R.P.L.S. No. 4907  
J.O. No. 6096-104-3 (DRAWING PREPARED)  
**EXHIBIT "A"**



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**GUADALUPE COUNTY, TEXAS**

 *Teresa Kiel*



GREEN VALLEY SPECIAL UTILITY

Waste Water Invoices

Account Description	Date	Reference	Trans Description	Debit Amt
Eng & Leg - Wastewater Project	08/20/09	1244	Law office of Mark Zeppa - Harvest Hills	283.33
Eng & Leg - Wastewater Project	03/31/10	2010-3117	River City Engineering LTD. - Emergency Generator Plant	1,616.25
Eng & Leg - Wastewater Project	08/15/12	2012-4364	River City Engineering LTD. - CCMA service area annexation	7,206.25
Eng & Leg - Wastewater Project	06/15/13	2013-4854	River City Engineering LTD. - Planning 2013- Wastewater	500.00
Eng & Leg - Wastewater Project	06/15/13	2013-4855	River City Engineering LTD. - WWTP	1,250.00
Eng & Leg - Wastewater Project	07/15/13	2013-4912	River City Engineering LTD. - WWTP	1,720.00
Eng & Leg - Wastewater Project	08/15/13	2013-4960	River City Engineering LTD. - Planning 2013 Wastewater	1,500.00
Eng & Leg - Wastewater Project	08/15/13	2013-4961	River City Engineering LTD. - WWTP	3,000.00
Eng & Leg - Wastewater Project	09/15/13	2013-5030	River City Engineering LTD. - WWTP	500.00
Eng & Leg - Wastewater Project	09/15/13	2013-5029	River City Engineering LTD. - Planning - wastewater	1,000.00
Eng & Leg - Wastewater Project	10/15/13	2013-5070	River City Engineering LTD. - WWTP	800.00
Eng & Leg - Wastewater Project	10/15/13	2013-5069	River City Engineering LTD. - Planning Waste water 2013	1,200.00
Eng & Leg - Wastewater Project	12/15/13	2013-5198	River City Engineering LTD. - Wastewater Planning	800.00
Eng & Leg - Wastewater Project	01/15/14	2014-5237	River City Engineering LTD. - Planning 2013 Wastewater	1,200.00
Eng & Leg - Wastewater Project	02/15/14	2014-5279	River City Engineering LTD. - WWTP	765.00
Eng & Leg - Wastewater Project	02/15/14	2014-5280	River City Engineering LTD. - Wastewater planning	1,413.75
Eng & Leg - Wastewater Project	03/15/14	2014-5338	River City Engineering LTD. - WWTP	1,250.00
Eng & Leg - Wastewater Project	03/15/14	2014-5339	River City Engineering LTD. - 2013 Planning wastewater	2,665.00
Eng & Leg - Wastewater Project	04/15/14	2014-54010	River City Engineering LTD. - WWTP	1,430.00
Eng & Leg - Wastewater Project	04/15/14	2014-5397	River City Engineering LTD. - WWTP	3,922.50
Eng & Leg - Wastewater Project	05/15/14	2014-5457	River City Engineering LTD. - WWTP	420.00
Eng & Leg - Wastewater Project	05/15/14	2014-5460	River City Engineering LTD. - WWTP	2,012.50
Eng & Leg - Wastewater Project	05/15/14	2014-5456	River City Engineering LTD. - Wastewater Planning	4,886.25
Eng & Leg - Wastewater Project	06/15/14	2014-5510	River City Engineering LTD. - WWTP	707.50
Eng & Leg - Wastewater Project	06/15/14	2014-5515	River City Engineering LTD. - WWTP	1,122.50
Eng & Leg - Wastewater Project	06/15/14	2014-5516	River City Engineering LTD. - Wastewater planning	3,840.00
Eng & Leg - Wastewater Project	07/15/14	2014-5562	River City Engineering LTD. - WWTP	250.00
Eng & Leg - Wastewater Project	07/15/14	2014-5561	River City Engineering LTD. - WWTP	250.00
Eng & Leg - Wastewater Project	07/15/14	2014-5555	River City Engineering LTD. - Planning wastewater	1,671.00
Eng & Leg - Wastewater Project	08/15/14	2014-5617	River City Engineering LTD. - WWTP	482.50
Eng & Leg - Wastewater Project	08/15/14	2014-5614	River City Engineering LTD. - WWTP	1,790.00
Eng & Leg - Wastewater Project	08/15/14	2014-5613	River City Engineering LTD. - Wastewater planning	2,085.00

GREEN VALLEY SPECIAL UTILITY

Waste Water Invoices

Account Description	Date	Reference	Trans Description	Debit Amt
Eng & Leg - Wastewater Project	09/02/14	9.2.14.3	Texas Land & Right of Way Co. - Water treatment plant	320.00
Eng & Leg - Wastewater Project	09/15/14	2014-5666	River City Engineering LTD. - WWTP	322.50
Eng & Leg - Wastewater Project	09/15/14	2014-5665	River City Engineering LTD. - Wastewater planning	1,250.00
Eng & Leg - Wastewater Project	09/30/14	1591	Law office of Mark Zeppa - Prof. serv. - sewer	200.00
Eng & Leg - Wastewater Project	10/15/14	2014-5707	River City Engineering LTD. - Water master plan update	1,912.50
Eng & Leg - Wastewater Project	10/15/14	2014-5715	River City Engineering LTD. - Wastewater planning	2,750.00
Eng & Leg - Wastewater Project	10/15/14	2014-5702	River City Engineering LTD. - WWTP Permitting	8,650.00
Eng & Leg - Wastewater Project	11/04/14	11.4.14.1	Texas Land & Right of Way Co. - Water Treatment Plant	4,812.00
Eng & Leg - Wastewater Project	11/10/14	56676	Seguin Title - Escrow for 65 acres Wastewater Treatment Plant Linne Rd	10,000.00
Eng & Leg - Wastewater Project	11/15/14	2014-5734	River City Engineering LTD. - Waste water planning	700.00
Eng & Leg - Wastewater Project	11/15/14	2014-5738	River City Engineering LTD. - WWTP	1,200.00
Eng & Leg - Wastewater Project	11/15/14	2014-5742	River City Engineering LTD. - Waste water treatment plant	10,150.00
Eng & Leg - Wastewater Project	12/02/14	12.2.14.5	Texas Land & Right of Way Co. - Water & Sewer treatment plant	800.00
Eng & Leg - Wastewater Project	12/15/14	2014-5774	River City Engineering LTD. - Wastewater planning	450.00
Eng & Leg - Wastewater Project	12/15/14	2014-5776	River City Engineering LTD. - WWTP	1,645.00
Eng & Leg - Wastewater Project	12/15/14	2014-5781	River City Engineering LTD. - 2014 WWTP permitting	13,825.00
Eng & Leg - Wastewater Project	01/15/15	2015-5816	River City Engineering LTD. - 2014 WWTP Permitting	13,700.00
Eng & Leg - Wastewater Project	02/13/15	57180	TCEQ - Filing waste water permit	2,050.00
Eng & Leg - Wastewater Project	02/15/15	2015-5865	River City Engineering LTD. - WWTP	355.00
Eng & Leg - Wastewater Project	02/15/15	2015-5854	River City Engineering LTD. - 2014 WWTP permitting	16,675.00
Eng & Leg - Wastewater Project	03/09/15	1606	Law office of Mark Zeppa - NorTex Farms, Sewer plant	200.00
Eng & Leg - Wastewater Project	03/15/15	2015-5894	River City Engineering LTD. - WWTP	750.00
Eng & Leg - Wastewater Project	03/15/15	2015-5890	River City Engineering LTD. - 2014 WWTP permitting	5,568.75
Eng & Leg - Wastewater Project	04/15/15	2015-5912	River City Engineering LTD. - WWTP Permitting	552.50
Eng & Leg - Wastewater Project	04/15/15	2015-5914	River City Engineering LTD. - WWTP	675.00
Eng & Leg - Wastewater Project	04/15/15	2015-5918	River City Engineering LTD. - WWTP Permitting	4,540.00
Eng & Leg - Wastewater Project	05/15/15	2015-5996	River City Engineering LTD. - WWTP permitting	10,018.75
Eng & Leg - Wastewater Project	06/03/15	6.3.15	Texas Land & Right of Way Co. - Treatment Plt	1,808.00
Eng & Leg - Wastewater Project	06/15/15	2015-6034	River City Engineering LTD. - Planning 2013 Wastewater	450.00
Eng & Leg - Wastewater Project	06/15/15	2015-6037	River City Engineering LTD. - WWTP Permitting	11,372.50
Eng & Leg - Wastewater Project	07/15/15	2015-6072	River City Engineering LTD. - WWTP permitting	3,808.75
Eng & Leg - Wastewater Project	08/15/15	2015-6111	River City Engineering LTD. - WWTP	1,467.50

GREEN VALLEY SPECIAL UTILITY

Waste Water Invoices

Account Description	Date	Reference	Trans Description	Debit Amt
Eng & Leg - Wastewater Project	08/15/15	2015-6114	River City Engineering LTD. - WWTP permitting	2,750.00
Eng & Leg - Wastewater Project	08/15/15	2015-6109	River City Engineering LTD. - Union Wine WL	4,025.00
Eng & Leg - Wastewater Project	08/21/15	58186	Texas Land & Right of Way Co. - Water & Sewer Treatment	1,043.00
Eng & Leg - Wastewater Project	09/15/15	2015-6156	River City Engineering LTD. - WWTP	1,425.00
Eng & Leg - Wastewater Project	09/15/15	2015-6158	River City Engineering LTD. - 2014 WWTP permitting	5,145.00
Eng & Leg - Wastewater Project	10/15/15	2015-6199	River City Engineering LTD. - 2014 WWTP Permitting	5,310.00
Eng & Leg - Wastewater Project	11/15/15	2015-6237	River City Engineering LTD. - 2014 WWTP Permitting	2,007.50
Eng & Leg - Wastewater Project	12/15/15	2015-6276	River City Engineering LTD. - WWTP Permitting	150.00
Eng & Leg - Wastewater Project	01/15/16	2016-6329	River City Engineering LTD. - WWTP Permitting	4,060.00
Eng & Leg - Wastewater Project	02/15/16	2016-6370	River City Engineering LTD. - WWTP Permitting	1,950.00
Eng & Leg - Wastewater Project	03/15/16	2016-6409	River City Engineering LTD. - WWTP Permitting	1,323.75
Eng & Leg - Wastewater Project	04/15/16	2016-6448	River City Engineering LTD. - WWTP Permitting	3,125.00
Eng & Leg - Wastewater Project	05/15/16	2016-6496	River City Engineering LTD. - WWTP Permitting	750.00
Total				219,582.33



**Green Valley Special Utility District**  
529 South Center Street  
P.O. Box 99  
Marion, Texas 78124  
(830) 914-2332  
www.gvsud.org

# **IH 10 INDUSTRIAL PARK WATER SERVICE FEASIBILITY STUDY**

November 15, 2013  
Revised June 25, 2014  
Revised November 19, 2014



Texas Engineering Firm F-1546 Texas Survey Firm 10183949

GVSUD 200671



## **Table of Contents**

<b>1.0</b>	<b>GENERAL OVERVIEW.....</b>	<b>.....2</b>
<b>2.0</b>	<b>LAND USE ASSUMPTIONS (LUA).....</b>	<b>.....2</b>
<b>3.0</b>	<b>WATER AVAILABILITY .....</b>	<b>.....3</b>
<b>4.0</b>	<b>IMPACT TO EXISTING DOMESTIC POTABLE WATER INFRASTRUCTURE .....</b>	<b>.....3</b>
<b>5.0</b>	<b>ADDITIONAL EMERGENCY WATER SERVICES .....</b>	<b>.....5</b>
<b>6.0</b>	<b>WASTEWATER SERVICE .....</b>	<b>.....5</b>
<b>7.0</b>	<b>ESTIMATED COSTS – WATER IMPACT FEES.....</b>	<b>.....6</b>
<b>8.0</b>	<b>CONCLUSION AND RECOMMENDATIONS .....</b>	<b>.....6</b>
<b>EXHIBIT 1</b>	<b>(DEVELOPMENT LOCATION MAPS PROVIDED BY DEVELOPER) ..</b>	<b>.....8</b>
<b>ATTACHMENT 2</b>	<b>(EASEMENT CERTIFICATION).....</b>	<b>.....9</b>

## **1.0 General Overview**

Green Valley Special Utility District (GVSUD) authorized River City Engineering, Inc. (RCE) to prepare this Water Service Feasibility Study for the proposed development named **GVDC – IH 10 Industrial Park** by Verbal Authorization on September 27, 2013. GVDC requested revision to the report in June 2014, and November 2014.

RCE reviewed the potential impact for GVSUD to provide domestic potable water service to the above referenced development. This study reviews the proposed land use assumptions (LUA) which defines the intended use of the proposed development. This LUA is used to determine the proposed developments requested domestic potable water usage or volume. RCE compares GVSUD's existing available water rights inventory to the proposed development's water demand request. This comparison insures the proposed development is aligned with any of GVSUD's long-term planning goals. RCE then models how the proposed development would impact GVSUD infrastructure and what improvements and associated costs would be required to deliver the proposed development their domestic potable water demand request. In addition to domestic potable water service, RCE reviews any infrastructure improvements necessary to provide the proposed development additional emergency water services. The proposed infrastructure improvements are shown on Exhibit 1 - Proposed Development Vicinity Map. Exhibit 1 will be revised once the land has been platted and the location of the GVSUD meter station has been confirmed. Finally, RCE recommends condition items for GVSUD management and Board of Directors consideration. The purpose of this Water Service Feasibility Study is to advise GVSUD management on the potential positive and negative impacts that this non-standard service request could have on GVSUD's current and future public water system. The Water Service Feasibility Study may be used as a toolbox of negotiation items that can be reviewed, discussed, and agreed between GVSUD and the proposed development. The final approval of any GVSUD domestic potable water service contract with any proposed development shall be through compliance with GVSUD tariff and by vote of the GVSUD Board of Directors.

## **2.0 Land Use Assumptions (LUA)**

The proposed development is located at the northwest corner of Santa Clara Road and IH 10. The intended Land Use Assumption (LUA) for this proposed development is zoned light industrial. The property owner, Guadalupe Valley Development Corporation (GVDC) provided projections for the build-out Equivalent Dwelling Units (EDU) that will occupy this 159.5 acre proposed development. The phased development will include 180 EDUs in July 2015, and 103 EDUs for three additional phases for a total EDU count of 489, and 294 acre feet of water per year. The development has requested the following meter sizes: 10 1-inch, 10 2-inch, 5 4-inch and 10 6-inch meters. This equates to 880 EDUs based on meter size equivalents from the Texas Rural Water Association (TRWA).

### **3.0 Water Availability**

The applicant provided projected water use calculations of 95 million gallons per year, 8 million gallons per month and a highest day use of 622,000. Pressure requirements range from 35-80 psi with a 65 psi average for this application.

GVSUD currently has an adequate supply of available water to provide the proposed development as requested in the non-standard water service agreement. To aid in GVSUD's long term plans, RCE recommends the proposed development take advantage of water conservation to reduce the proposed development's water demand such as reduction of irrigation demand, and other conservative designs (example: drought hardy grass and efficient water fixtures) can further reduce the proposed development's water demand request and look more attractive for a GVSUD non-standard water service agreement.

To summarize GVSUD's water availability situation, currently GVSUD has sufficient domestic potable water to supply this proposed development. From RCE's analysis, it is reasonable to conclude that GVSUD can be assured it can provide long-term continuous and adequate retail public water utility service to this proposed non-standard service request.

### **4.0 Impact to Existing Domestic Potable Water Infrastructure**

#### Impact to Existing Distribution System

The Wagner Pressure Plane serves the area southwest of the City of Marion located in the center of GVSUD's distribution system. This pressure plane has a hydraulic grade line of 880 feet mean sea level. This area is currently using the Canyon Regional Water Authority (CRWA) Wagner Booster Pump Station to serve this pressure plane. The existing infrastructure at the Wagner Booster Pump Station includes two (2) 2MG ground storage tanks and five (5) booster pumps each with a capacity of 2,250 gpm.

The nearest connection to the existing GVSUD water distribution system is an 8-inch PVC water line and 2-inch PVC water line on the north side of Bolton Road. Neither of these pipes have the capacity to meet the water and fireflow demands required for this development, however they will supplement flows during maintenance operations or potential fireflow scenarios.

There is an existing CRWA water transmission main of adequate size available to service the proposed development. The 24" transmission main receives water from the CRWA Leissner Booster Pump Station 2MG ground storage tank with an overflow of 670 feet with an additional pump head of 227 feet. The water main runs along the south side of IH 10 from east to west, and recently a transmission main has been installed within the GVDC Industrial Tract as part of the CRWA Santa Clara Transmission Main Project.

Pressure readings from a nearby fire hydrant indicate that the pressure averages 128 psi at this location.

To serve this tract, GVSUD will design and construct a metering station within the property to provide service to this development and the surrounding service area. The metering station will be located within a 50 foot by 50 foot tract of land along the west boundary of the IH 10 Industrial Park property. Exhibit 1 contains several maps from the Developer's application showing the proposed development. GVSUD will design and construct the meter station to serve the development and the adjacent service area. The property will be GVSUD's Fee Simple property and the meter station will be controlled by CRWA. The location of the meter station site shall be coordinated with GVSUD prior to platting or dedication.

The internal piping infrastructure within the property will be the responsibility of the developer and should be coordinated with GVSUD. Once approved for construction and the installation has been accepted by GVSUD the internal waterlines within the development will be dedicated to GVSUD for future operation and maintenance. The internal piping within the development shall be tied to the existing distribution system along Bolton Road and Santa Clara Road during construction. All piping within this development is proposed to be 16-inch C-905 PVC. During previous discussions on this tract, GVSUD requested utility easements along the property boundaries for future water and wastewater infrastructure. These easements shall be coordinated with GVSUD prior to platting or dedication.

Due to the CRWA Leissner Booster Pump Station pressure plane serving at 897 feet of head, the meter station will be designed with a pressure reducing valve to reduce pressure delivered to the development and surrounding service area. The topography of the property averages an elevation of 618'; this would correlate to a pressure at the meter station of approximately 120 psi or 279 feet of head. This application for service requests a pressure range of 35-80 psi with an average of 65 psi.

#### Impact to Existing Water Storage

The water demand required for the proposed development shall be delivered from the Leissner Booster Pump Station with a 2MG volume tank. The ground storage tank located at Leissner Booster Pump Station will not require any improvements to accommodate the domestic potable water demand request for the proposed development. Additional storage is provided by current GVSUD and CRWA infrastructure, including the Wagner Booster Pump Station, the Plant 3 elevated storage tank and GVSUD has a project identified within their master plan to construct additional elevated storage in this area in the future.



## 5.0 Additional Emergency Water Services

Additional emergency water services are desired by the proposed development to meet a specific fire flow requirements. The proposed development's engineer shall provide the required fireflow criteria to GVSUD that verify the applicable state and local standards are satisfied for an industrial development of this size in this area.

With the proposed GVSUD water distribution system listed above, it is our engineering opinion that the system is capable of delivering additional emergency water services required by standard fireflow criteria and subject to the same conditions if the GVSUD Board of Directors decides to offer this additional service. The developer shall verify the fireflow requirements at the time of construction and verify any reductions available for providing a sprinkler system within the development. The additional emergency water service requirements for the proposed development shall be **zoned light industrial (I-1)**, the additional emergency water service available at a minimum follows:

Flow: **3000 gpm**

Duration: **240 minutes**

Pressure: **25 psi**

3000 gpm \* 240 minutes = 720,000 gallons of additional emergency water volume required. The development will have access to more than adequate supply of water; RCE has no reservations in providing additional emergency water service with the proposed upgrades to the system and extension of the CRWA water transmission main. The 3000 gpm requirement allows for the largest building feasible, which includes a Type I or Type II structure equipped with a sprinkler system. Fireflow requirements may be reduced once the future tenants and type of construction are identified. This site will have water available from multiple sources for long term uninterrupted service.

## 6.0 Wastewater Service

The application for service also included a request for sanitary sewer service. The calculations provided within the application indicate a Dry Weather Average Daily Flow of 119,805 gallons per day for treatment and conveyance capacity. GVSUD has multiple service options available to this tract of land. The development will be responsible for design and construction of the onsite collection system. The offsite conveyance and treatment facilities will be designed and constructed by GVSUD. The development will be responsible for the costs associated with the conveyance infrastructure and treatment capacity required to address their application, GVSUD will fund any oversizing of the collection and conveyance system or treatment facilities. At this time the estimated cost for the offsite conveyance system and treatment facilities required to address the flowrates provided in the Developer's application is \$3,624,200. This estimate was calculated based on the Living Unit Equivalent (LUE) referenced in the

application, totaling 489 at full buildout. This estimated cost will secure capacity in the conveyance system and treatment facility for full build out of the development.

To address the timeline of the development, GVSUD will have service available to meet the Developer's flowrate at the time of development. The District is working toward agreements for longterm wastewater service within their CCN, and will meet the requirements of the development.

## **7.0 Estimated Costs – Water Impact Fees**

GVSUD has elected to construct the meter station to serve this tract and adjacent developments at their expense. The only expense at this time for the developer will be the internal waterlines to serve their development, connections to adjacent infrastructure and easement/fee simple property dedication.

GVSUD's current impact fee is \$2600 per EDU. A summary of the meter sizes and associated impact fees is shown below:

10 1-inch meters =  $10 \times 2.5 \text{ EDUs/meter} = 25 \text{ EDUs} \times \$2600 = \$65,000$   
10 2-inch meters =  $10 \times 8 \text{ EDUs/meter} = 80 \text{ EDUs} \times \$2600 = \$208,000$   
5 4-inch meters =  $5 \times 30 \text{ EDUs/meter} = 150 \times \$2600 = \$390,000$   
10 6-inch meters =  $10 \times 62.5 \text{ EDUs/meter} = 625 \times \$2600 = \$1,625,000$

Total Impact Fees associated with this request = \$2,288,000

EDUs/meter calculations were calculated per meter using TRWA's meter equivalents table.

## **8.0 Conclusion and Recommendations**

In our engineering opinion, the GVSUD's domestic potable water system is capable of serving this proposed development with potable domestic water service provided that the conditions outlined in this report are met by the proposed development.

The following condition items are provided for GVSUD's consideration:

1. Dedication of easements along all boundary lines for exclusive use by GVSUD.
2. Dedication of a fee simple property for the meter station installation. Location to be determined in coordination with GVSUD prior to platting with the City of Cibola.
3. GVSUD recommends using residential pressure reducing valves at each meter should the developer/engineer require reduced pressure.
4. Proposed development meets GVSUD's satisfaction that all possible conservation design responsibilities have been established and the proposed development domestic potable water demand request is reduced due to conservation measures.

5. The proposed development complies with GVSUD's tariff requirements and pays all applicable fees.
6. Attachment 2 provides the required easement certification for platting and GVSUD water service, to be included on the plat documents. All water mains to be within dedicated easements.
7. GVSUD shall approve the location and material type for piping and all appurtenances prior to construction and final acceptance of the project in accordance with GVSUD standard waterline specifications.
8. Upon construction completion and GVSUD acceptance, all system improvements shall be dedicated to and maintained by GVSUD. The contractor must warranty all construction for a minimum of one year. All system improvements that are not prepared by GVSUD must be submitted to GVSUD for review and approval. In addition, approval from TCEQ will be required as a condition of construction approval by GVSUD.
9. Payment of the associated offsite conveyance and treatment capacity fees will guarantee capacity for all phases of the proposed development. The design and construction of all offsite conveyance system and treatment facilities will be completed by GVSUD with the Developer being responsible for the associated cost to secure the required capacity. The onsite collection system will be the sole expense of the Developer and dedicated to GVSUD for future operation and maintenance.

This water service feasibility study is subject to the approval and/or modification by the GVSUD Board of Directors after consideration of the information provided herein and the application of the policies of GVSUD.

Thank you for the opportunity to prepare this water service feasibility study. If you have any questions, please do not hesitate to contact River City Engineering at (830) 626-3588.

Sincerely,

Garry D. Montgomery, P.E.  
River City Engineering, PLLC

Revised June 25, 2014  
Revised November 19, 2014

**Exhibit 1**  
**(Proposed Development Location  
Maps Provided by the Developer)**