

This Agenda is posted pursuant to Chapter 551, Texas Government Code

**Matters to Come Before a Meeting of the Board of Directors
of Tarrant Regional Water District**

To Be Held the 20th Day of June 2023 at 9:00 a.m.

**Front Doors to the Main Admin Building at 800 East Northside Drive Will Open to
the Public at 8:30am and Close Fifteen (15) Minutes After the Meeting Adjourns**

**TRWD Board Room
800 East Northside Drive
Fort Worth, Texas 76102**

**PLEASE BE ADVISED THAT A QUORUM OF THE BOARD OF DIRECTORS OF TRWD
WILL CONVENE ON THE ABOVE DATE AND TIME FOR THE PURPOSE OF
CONSIDERING AND ACTING UPON THE MATTERS SET FORTH IN THIS AGENDA.
THE LINK TO VIEW AND LISTEN TO THE MEETING VIA INTERNET IS
<HTTPS://WWW.TRWD.COM/BOARDVIDEOS>. A RECORDING OF THE MEETING
WILL ALSO BE AVAILABLE AT <HTTPS://WWW.TRWD.COM/BOARDVIDEOS>.**

1. Pledges of Allegiance

2. Public Comment

Citizens may present public comment at this time, limited to a total time of three (3) minutes per speaker, unless the speaker addresses the Board through a translator, in which case the limit is a total time of six (6) minutes. If citizens wish to address the Board in person, each proposed speaker must have completed and submitted a speaker card prior to the commencement of the meeting, identifying any agenda item number(s) and topic(s) the speaker wishes to address with the Board. If citizens wish to address the Board virtually, each proposed speaker must have contacted Mr. Chad Lorange of TRWD - by telephone at (817) 720-4367 or by email at chad.lorange@trwd.com - by no later than 3:00 p.m. on Monday, June 19, 2023, identifying any agenda item number(s) and topic(s) the speaker wishes to address with the Board. In such event, the speaker will be provided with a dial-in number to address the Board. By law, the Board may not deliberate, debate, or take action on public comment but may place the item on a future agenda.

3. Election of Officers - Leah King, Board President

4. Consider Approval of the Minutes from the Meeting Held on May 16, 2023

5. Consider Approval of Consent Agenda

All items listed on the consent agenda are considered to be regular, routine,

and ministerial items that require little or no discussion. Therefore, in the interest of efficiency there will be no separate discussion of these items and the board will act on them through one motion and vote. If a board member wishes for an item to be discussed and considered individually, upon the board member's request the item will be removed from the consent agenda and considered separately.

- **Consider Approval of Contract with Premier Industrial Services, LLC for Richland-Chambers Compound Pavement Resurfacing**
 - **Consider Approval of Contract with an option to renew for four (4) additional one-year periods with The Vitality Group, LLC for Wellness Platform Services**
6. **Consider Approval of Contract with Rexa, Inc. for Purchase of Three Electro-Hydraulic Actuators for the Richland-Chambers Low-Capacity Waxahachie Pump Station - Jason Gehrig, Infrastructure Engineering Director**
 7. **Consider Approval of Contract with Val-Matic Valve & Manufacturing Corp. for Manufacturing and Delivery of Eight Large Diameter Butterfly Valves for the Benbrook Connection, Cedar Creek and Richland-Chambers Pipelines - Jason Gehrig, Infrastructure Engineering Director**
 8. **Consider Approval of Contract with Black & Veatch Corp. for Engineering Services for Power Resilience Study - Jason Gehrig, Infrastructure Engineering Director**
 9. **Consider Approval of Reconciliation Change Order with Ebara Corp. for Procurement Package 09 - Pumps, Motors and Drives for Joint Cedar Creek Lake Pump Station of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
 10. **Consider Approval of Final Payment and Contract Closeout to Ebara Corp. for Procurement Package 09 - Pumps, Motors, and Drives for Joint Cedar Creek Lake Pump Station of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
 11. **Consider Approval of Annual Insurance Renewal for Property, Casualty and Workers Compensation Insurance Lines of Coverage with Texas Water Conservation Association Risk Management Fund - Alan Thomas, Deputy General Manager**
 12. **Consider Approval of Contract with Mercer, LLC for Total Rewards Study - Lisa Cabrera, Chief Human Resources Officer**
 13. **Consider Naming Select TRWD Facilities in Honor of Past Board Members - Leah King, Board President**

14. Staff Updates

- **Water Resources Update - Rachel Ickert, Chief Water Resources Officer**
- **MWBE Vendor Participation Update - Crystal Alba, Diverse Business Specialist**

15. Executive Session under Texas Government Code:

Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter; and

Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property

16. Consider Approval of Consents to Assign One Additional Raw Water Supply Contract and Two Pipeline Easement and Right of Way Agreements - Stephen Tatum, General Counsel

17. Consider Approval of Settlement of Claims in the Integrated Pipeline Project - Williams (732) Lawsuit - Steve Christian, Real Property Director

18. Future Agenda Items

19. Schedule Next Board Meeting

20. Adjourn

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 16th DAY OF MAY 2023 AT 9:00 A.M.

The call of the roll disclosed the presence of the Directors as follows:

Present
Leah King
James Hill
Mary Kelleher
Marty Leonard
C.B. Team

Also present were Dan Buhman, Alan Thomas, Darrell Beason, Kate Beck, Lisa Cabrera, Steve Christian, Linda Christie, Ellie Garcia, Jason Gehrig, Zach Hatton, Rachel Ickert, Laramie LaRue, Mick Maguire, Sandy Newby, Mark Olsen, Stephen Tatum, and Ed Weaver of the Tarrant Regional Water District (District or TRWD).

1.

All present were given the opportunity to join in reciting the Pledges of Allegiance to the U.S. and Texas flags.

2.

Public comment was received from Doreen Geiger, who spoke regarding public comment. Public comment was received from Lon Burnam, who spoke regarding public comment. Public comment was received from Joyce Baker, who congratulated the new board members and spoke regarding item 14. Public comment was received from Larry Brautigam, who spoke regarding parks. Public comment was received from Daniel Bennett, who spoke regarding public comment.

3.

Director Hill moved to approve the minutes from the meeting held on April 18, 2023.

Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the District.

4.

Stephen Tatum, General Counsel, presented to the Board of Directors the official returns of the election for two (2) Directors conducted by the District on May 6, 2023. The Directors, acting as canvassing authority for the election, publicly examined and did formally canvass the election returns in accordance with Chapter 67 of the Texas Election Code. Out of 463,665 registered voters, there were 40,592 ballots cast by voters registered within the TRWD boundaries. The tabulation reflects that Charles “C.B.” Team and Paxton Motheral were duly elected to the Board, and Mr. Tatum recommended that the Board certify them as duly elected members of the Board of Directors of Tarrant Regional Water District, and declare the election results to be as follows:

<u>Candidate:</u>	<u>Votes Received:</u>	<u>Percentage:</u>
Paxton Motheral	18,691	32.22%
Chad Moore	10,551	18.19%
Joe Ashton	11,475	19.78%
Charles “C.B.” Team	17,299	29.82%

Director Hill moved to approve the results of the May 6, 2023 election. Director Kelleher seconded the motion and the votes were 5 in favor, 0 against.

5.

President King administered the Oath of Office to Charles “C.B.” Team and Paxton Motheral, and they assumed their duties as Directors immediately, voting on the remaining items on the agenda. Director Leonard, whose term expired and whose seat was filled by the election of Director Motheral, officially stepped down from the Board and

did not vote on the remaining items.

6.

The Board of Directors presented a resolution to Martha “Marty” V. Leonard for her 17-year service to the Board.

7.

With the recommendation of management, Director Team moved to approve a contract in an amount not-to-exceed \$877,921 with Quiddity Engineering LLC for engineering design services for improvements to District outlet dechlorination facilities at Lakes Arlington and Benbrook. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

8.

With the recommendation of management, Director Kelleher moved to approve a two change orders with BAR Constructors, Inc. for the Kennedale Balancing Reservoir Yard Piping, Inlet and Outlet Modification Project. The first, in the amount of \$40,498.68, includes the purchase of six (6) additional cathodic protection test stations, thirteen (13) zinc anodes, and associated equipment to protect additional large diameter valves from corrosion. The second, in an amount not-to-exceed \$150,000, is to authorize the removal and modification of the existing 48-inch inlet piping to the Kennedale Balancing Reservoir Cell 2. The original contract price was \$40,505,600. The current contract price incorporating previous credit and deduct change orders to date is \$40,383,265.24. Funding for this item is included in the Bond Fund. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

9.

With the recommendation of management, Director Hill moved to approve contract

amendment number 5 in an amount not-to-exceed \$6,795,236 to the Freese and Nichols, Inc. Professional Services Agreement for Integrated Pipeline Program and Construction Management Services. The current contract amount is \$18,186,089.23 and the revised not-to-exceed contract amount, including this amendment, will be \$24,981,325.23. Phase 3 is the 100% Dallas section of the IPL and is being constructed by the District in accordance with the regional partnership agreement. This scope of work includes a Special Services Contingency for release only at the Program Manager's approval. In addition, authority is granted to the General Manager or his designee to execute all documents associated with the contract amendment. Funding for this item is included in the Dallas Contract Revenue Bonds. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

10.

With the recommendation of management, Director Kelleher moved to approve contract amendment number 5 in an amount not-to-exceed \$10,433,000 to the Plus Six Engineering, LLC Professional Services Agreement to provide ongoing program and construction management services. The current contract amount is \$15,665,237.10 and the revised not-to-exceed contract amount, including amendment 5, will be \$26,098,237.10. Phase 3 is the 100% Dallas section of the IPL and is being constructed by the District in accordance with the regional partnership agreement. This scope of work includes a Special Services Contingency for release only at the Program Manager's approval. In addition, authority is granted to the General Manager or his designee to execute all documents associated with the contract amendment. Funding for this item is included in the Dallas Contract Revenue Bonds. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

11.

With the recommendation of management, Director Hill moved to approve change order 7 in an amount not-to-exceed \$117,863.47 with Traylor Sundt Joint Venture for changing three (3) round manholes to four (4) square manholes with ladders and landings. The current contract amount is \$221,591,438.78 and the revised not to exceed contract amount, including this change order, will be \$221,709,302.25. In addition, the General Manager or his designee is granted authority to execute all documents associated with this contract. Funding for this item is included in the Dallas Contract Revenue Bonds. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

12.

With the recommendation of management, Director Team moved to approve a contract in an amount not-to-exceed \$381,893 with Garrett Demolition, Inc. for demolition and asbestos abatement of South Bypass Channel - Package 1 for the Central City Flood Control Project. In addition, management requests authorization of an additional 20% contingency to cover costs associated with any additional unforeseen demolition or abatement costs necessary should they be required, for a total budget authorization of \$458,272. In addition, the General Manager or his designee is granted authority to execute all documents necessary to complete the transaction. Funding for this item is included in the Fiscal Year 2023 Special Projects/Contingency Fund. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

13.

With the recommendation of management, Director Team moved to approve a contract in the amount of \$197,175.56 with Cole Construction, Inc. for the construction of

Upper West Fork Maintenance Road/Trail Replacement. Funding for this item is included in the Fiscal Year 2023 General Fund Budget. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

14.

With the recommendation of management, Director Team moved to approve contract in an annual amount of \$48,000 with Brinton Payne for local government and agencies communications for one-year with up to two (2) one-year renewals. Funding for this item is included in the Fiscal Year 2023 Revenue Fund Budget. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

15.

Staff Updates

- Water Resources Update presented by Rachel Ickert, Chief Water Resources Officer
- Fly Fest Update presented by Darrell Beason, Chief Operations Officer and Stacey Pierce, Executive Director of Streams & Valleys, Inc.
- Ubbi Dubbi Update presented by Darrell Beason, Chief Operations Officer

The Board of Directors recessed for a break from 10:29 a.m. to 10:35 a.m.

16.

The Board next held an Executive Session commencing at 10:36 a.m. under Section 551.071 of the Texas Government Code to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code; and Section

551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property.

Upon completion of the executive session at 11:08 a.m., the President reopened the meeting.

17.

With the recommendation of management and outside counsel, Director Kelleher moved to approve the settlement of claims in the condemned property interests owned by DTY Ranch, LP for IPL Parcel No. 733 in the amount of \$1,295,000. Funding for this item is included in the Bond Fund. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

18.

There were no future agenda items approved.

19.

The next board meeting was scheduled for June 20, 2023, at 9:00 a.m.

20.

There being no further business before the Board of Directors, the meeting was adjourned.

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: June 20, 2023

SUBJECT: Consider Approval of Consent Agenda

FUNDING: Fiscal Year 2023 Revenue Fund Budget
Fiscal Year 2023 General Fund Budget

RECOMMENDATION:

Management recommends approval of the Consent Agenda.

DISCUSSION:

The following items are on the Consent Agenda and are described in more detail in the attached spreadsheet:

Consider Approval of Operations and Maintenance Expenditures

(1) Premier Industrial Services, LLC

- Project includes repairing potholes, filling cracks, and installing two courses of penetrating chip seal to 19,000 square yards of pavement
- Total expenditure amount: \$271,000

Consider Approval of Human Resources Expenditures

(2) The Vitality Group, LLC

- Contract to provide wellness platform services with an option to renew for four (4) additional one-year periods. These services provide employees an opportunity to engage in everyday wellness activities and track their annual biometric screening results
- Total expenditure amount: \$6.90 per employee per month; current estimated annual cost is \$28,980

Tarrant Regional Water District
 June 20, 2023 Board of Directors Meeting
 Consent Agenda

OPERATIONS AND MAINTENANCE EXPENDITURES

Project	Vendor	Amount	Purpose	Budget
1 Contract for Richland-Chambers Compound Pavement Resurfacing	Premier Industrial Services, LLC	\$271,000	The asphalt pavement within the Richland-Chambers compound is more than 20 years old, has reached the end of its useful life, and requires resurfacing. The pavement serves as entry roads, parking lots, and service roads. Approximately 50% of the pavement has deteriorated as evidenced by visible cracks and potholes. Failure to perform this project will likely result in significant additional expenses caused by base failure and ongoing road deterioration. The project consists of repairing potholes, filling cracks, and installing two courses of penetrating chip seal to 19,000 square yards of pavement.	Revenue \$300,000

HUMAN RESOURCE EXPENDITURES

Project	Vendor	Amount	Purpose	Budget
2 Contract for Wellness Platform Services	The Vitality Group, LLC	\$6.90 per employee per month; current estimated annual cost is \$28,980	The District prioritizes the health of its employees and aims to provide resources and tools to improve their wellbeing. Vitality Wellness Platform Services provide employees an opportunity to engage in everyday wellness activities and track their annual biometric screening results. The proposed contract would commence upon August 1, 2023 and terminate on July 31, 2024 with an option to renew for four (4) additional one-year periods with acceptable performance and fees.	General \$75,000
Approximate Total		<u>\$299,980.00</u>		Total <u>\$375,000</u>

TARRANT REGIONAL WATER DISTRICT

CONSENT AGENDA ITEM

DATE: June 20, 2023

SUBJECT: Consider Approval of Contract with Premier Industrial Services, LLC for Richland-Chambers Compound Pavement Resurfacing

FUNDING: Fiscal Year 2023 Revenue Fund Budget - \$300,000

RECOMMENDATION:

Management recommends approval of a contract **in the amount of \$271,000** with Premier Industrial Services, LLC for the resurfacing of Richland-Chambers compound roads and parking areas.

DISCUSSION:

The asphalt pavement within the Richland-Chambers compound is more than 20 years old, has reached the end of its useful life, and requires resurfacing. The pavement serves as entry roads, parking lots, and service roads. Approximately 50% of the pavement has deteriorated as evidenced by visible cracks and potholes. Failure to perform this project will likely result in significant additional expenses caused by base failure and ongoing road deterioration.

The project consists of repairing potholes, filling cracks, and installing two courses of penetrating chip seal to 19,000 square yards of pavement.

The Invitation to Bid was advertised per statute and two compliant bids were received. Premier Industrial Solutions, LLC was the lowest bid offeror that will provide the best value for the District.

This item was reviewed by the Operations and Construction Committee on June 16, 2023.

Submitted By:

Darrell Beason
Chief Operations Officer



Bid Tabulation

ITB No. 23-114-1
Description REPAIR AND RESURFACE ROAD AT RC COMPOUND
Due Date and Time 5/22/2023 at 2:00 PM CST

Company Name	Bid Amount
Premier Industrial Services, LLC	\$ 271,000.00
Blacksmith Ventures, LLC	\$ 299,250.00

TARRANT REGIONAL WATER DISTRICT

CONSENT AGENDA ITEM

DATE: June 20, 2023

SUBJECT: Consider Approval of Contract with The Vitality Group, LLC for Wellness Platform Services

FUNDING: Fiscal Year 2023 General Fund Budget - \$75,000

RECOMMENDATION:

Management recommends approval of a one-year contract **in the amount of \$6.90 per employee per month** with The Vitality Group, LLC to provide Wellness Platform Services with an option to renew for four (4) additional one-year periods. The current estimated annual cost is \$28,980.

DISCUSSION:

The District prioritizes the health of its employees and aims to provide resources and tools to improve their wellbeing. Vitality Wellness Platform Services provide employees an opportunity to engage in everyday wellness activities and track their annual biometric screening results.

The District implemented the Vitality Wellness Platform Services in 2017 and has seen positive employee engagement and reduced biometric risk factors.

The District solicited proposals from wellness platform providers to provide wellness platform management and administration services. The Request for Proposal was advertised per statute and two compliant proposals were received. The Vitality Group, LLC submitted the highest evaluated and best proposal.

The proposed contract would commence upon August 1, 2023 and terminate on July 31, 2024 with an option to renew for four (4) additional one-year periods with acceptable performance and fees.

This item was reviewed by the Administration and Policy Committee on June 13, 2023.

Submitted By:

Lisa Cabrera
Chief Human Resources Officer



Evaluation Sheet

23-113-1 Wellness Platform

Technical Quality Criteria

	Total Points Available	The Vitality Group, LLC	WellnessIQ
Experience and Qualifications	40.00	25.00	15.00
Presentation	25.00	20.00	5.00
References	25.00	25.00	0.00
Cost	10.00	5.00	5.00
Total	100.00	75.00	25.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: June 20, 2023

SUBJECT: Consider Approval of Contract with Rexa, Inc. for Purchase of Three Electro-Hydraulic Actuators for the Richland-Chambers Low-Capacity Waxahachie Pump Station

FUNDING: Fiscal Year 2023 Revenue Fund - \$450,000

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$332,775** with Rexa, Inc. for the purchase three (3) electro-hydraulic actuators for the Richland-Chambers low-capacity Waxahachie pump station.

DISCUSSION:

The Richland-Chambers low-capacity Waxahachie pump station (RC3L) was built in 1989 and is a critical pump station for the operation of the water transmission system. When it was originally built, a single hydraulic accumulator system was installed to operate the pump control valves. The District's newer pump station facilities are designed to have self-contained electro-hydraulic units located at each pump discharge flow control valve.

Through the asset management program, the hydraulic accumulator systems in place at multiple pump stations have been identified to be replaced with individual self-contained electro-hydraulic actuators. The existing hydraulic accumulator systems serve as a single point of failure that can bring an entire pump station down. Unplanned shutdowns can be very harmful to the water transmission system over time. In addition to the risk these systems add, the condition of the accumulator system at the Richland-Chambers low-capacity Waxahachie pump station has deteriorated to the point that it is no longer reliable. Replacing the existing accumulator system with these self-contained units will increase the reliability of the pump station to meet customer demands.

Notice to proposers was advertised as per statute. Proposals were received from Rexa and Trident and evaluated by District staff. The selection team evaluated the proposals and determined that Rexa submitted the proposal providing the best value to the District.

This equipment purchase does not include opportunities for diverse business participation.

This item was reviewed by the Construction and Operations Committee on June 16, 2023.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director



Final Score Sheet

23-072 RC3L Actuator Purchase

Technical Quality Criteria	Total Points Available	Rexa, Inc.	Trident Actuators
Proposed Contract Price	40.0	40.0	28.2
	Price	\$332,775.00	\$431,160.00
Proposed Contract Time	20.0	20.0	17.2
Experience of Offeror in providing similar Goods	20.0	20.0	20.0
Experience, Availability, and Respsiveness of Offeror in providing similar Special Services and onsite technical support services	20.0	20.0	17.8
Total	100.0	100.0	83.2

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: June 20, 2023

SUBJECT: Consider Approval of Contract with Val-Matic Valve & Manufacturing Corp. for Manufacturing and Delivery of Eight Large Diameter Butterfly Valves for the Benbrook Connection, Cedar Creek and Richland-Chambers Pipelines

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of an agreement **in an amount not-to-exceed \$2,684,622** with Val-Matic Valve & Manufacturing Corp. to manufacture, assemble, and deliver three (3) 90-inch diameter and two (2) 102-inch diameter butterfly valves for the Cedar Creek Section II Pipeline Replacement project, one (1) 90-inch diameter butterfly valve for isolation on the Richland-Chambers Ennis Booster Pump Station Discharge Header Piping, and two (2) 84-inch diameter butterfly valves for the Benbrook Connection Pipeline at Rolling Hills Booster Pump Station.

DISCUSSION:

In preparation for the upcoming eleven-mile Cedar Creek Section II Pipeline Replacement project, three (3) 90-inch and two (2) 102-inch diameter butterfly valves need to be purchased. Given the lead-time required for butterfly valve manufacturing, the District needs to procure these valves in advance to avoid disrupting the construction schedule. The valves will serve required operational needs for both the Richland-Chambers and Cedar Creek pipelines.

The Richland-Chambers Booster Pump Station in Ennis needs an isolation valve on the discharge header piping to allow for critical maintenance of the piping and valving within the Ennis Pump Station facility. One (1) 90-inch diameter butterfly valve is included with this contract to serve required operation and maintenance needs.

Two valves in the Benbrook Connection Pipeline at Rolling Hills Booster Pump Station that provide key isolation for our customer and the District need to be replaced. Unlike most of the valves which can be adjusted in-place to reduce leakage, the servicing of these two valves is limited due to the configuration of the valve seats. As a result, they need to be replaced to improve functionality and staff safety when performing maintenance inside the pipeline. Two (2) 84-inch diameter butterfly valves are included with this contract to serve required operation and maintenance needs.

Notice to Proposers was advertised as per statute. Two proposals were received from

companies that have a successful history of providing high-quality, large diameter butterfly valves. The selection team evaluated the proposals and determined that Val-Matic submitted the proposal that provides the best value to the District.

This large equipment purchase does not include opportunities for diverse business participation.

This item was reviewed by the Construction and Operations Committee on June 16, 2023.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director



Evaluation Sheet

23-136 Section II OFE Large Diameter Valves

Technical Quality Criteria	Total Points Available	Crispin Valve	Val-Matic Valve & Manufacturing
Contract Price	40.0	40.0	38.6
	Price	\$2,587,824.00	\$2,684,622.00
Contract Time	20.0	19.0	19.8
Experience of Offeror in providing similar Goods	20.0	18.5	19.8
Experience of Offeror in providing Special Services	20.0	18.5	19.8
Total	100.0	96.0	98.0

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: June 20, 2023

SUBJECT: Consider Approval of Contract with Black & Veatch Corp. for Engineering Services for Power Resilience Study

FUNDING: Fiscal Year 2023 Revenue Fund - \$175,000
Fiscal Year 2024 Revenue Fund - \$175,000 (proposed)

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$289,755** with Black & Veatch Corp. for engineering services for the Power Resilience Study project. These engineering services include study phase and conceptual design investigation services.

DISCUSSION:

The District is dedicated to the continuous supply of water to its customers, which can be challenged during times of sustained power outages or power grid failure. The District has completed the Emergency Preparedness Plan (EPP), required by the Texas Commission on Environmental Quality (TCEQ). This project will study how to improve the overall resilience and reliability of the power that is necessary to supply water when the power system is strained or during emergencies. The results of this study will be used for future planning and budgeting of capital improvement projects and to support elements of the District's Strategic Plan to create long range water supply resilience and proactively identify federal and state infrastructure funding opportunities.

For the study's first phase, the selected firm will perform a high-level alternatives analysis of feasible resilience, generation, and energy system technologies at each of the District's pump stations. This phase is not intended to be an exhaustive study of all options, rather identifying the most likely options to improve resilience and the potential budgetary-level costs.

Phase two of this study involves a more detailed analysis of back-up generation at the Benbrook Lake Pump Station (BB1) and the Benbrook Booster Pump Station (BB2). Back-up generation at District pump stations supports resilience efforts may reduce exposure risk to power price variability, avoid coincident peaks, and reduce overall strain on the grid. Back-up generation on the order of 2-8 megawatts (MW) will be evaluated. Through this analysis, District staff will be able to better understand the most effective back-up generation option(s).

Phase three to this study involves a more detailed analysis of solar generation at the Joint Booster Pump Station 3 (JB3), the Joint Cedar Creek Pump Stations 1 (JCC1), and the Cedar Creek Lake Pump Station (CC1). Solar generation “behind the meter” at one or more pump stations may enable the District to reduce overall exposure risk to power price variability, avoid coincident peaks, reduce overall strain on the grid, and support renewable energy efforts. Through this detailed part of the study, District staff will be able to understand the feasibility and basic requirements needed at the pump station locations to support a 4-20 MW AC solar generation project.

The last part of the study will support the District’s Strategic Plan to enhance fiscal responsibility by evaluating alternative funding sources that are currently available for public utilities like TRWD to fund the purchase, installation, and maintenance of backup generation and solar generation systems. Funding sources may include grants, loans, or public private partnerships (PPA) agreements.

The Request for Statement of Qualifications was solicited per statute. The District received statements of qualifications from eight engineering firms. Attached is the list of submitting firms that were evaluated, and Black & Veatch was deemed to be the most qualified firm for this project.

The cost proposal with scope of services and break-out of fee not to exceed \$289,755 is included. The overall diverse business proposed participation for this contract is 16%.

This item was reviewed by the Construction and Operations Committee on June 16, 2023.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director



List of Submitting Firms

RFSOQ for Power Resilience Study 23-083

Due Date and Time:	February 13, 2023 at 2:00 pm CST
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Name of Firm
Advisian
Black & Veatch
Burns & McDonnell
CDM Smith
L5E, LLC.
Mbroh Engineering
Quiddity Engineering
RPower

June 5, 2023

Tarrant Regional Water District
Mr. Rick Zarate / Project Manager
600 E. Northside Drive
Fort Worth, TX 76164

Dear Mr. Zarate:

Black & Veatch, in partnership with our subconsultant Gupta & Associates (GAI), is pleased to submit our scope and fee for the Power Resilience Study. We look forward to working with you on this exciting project.

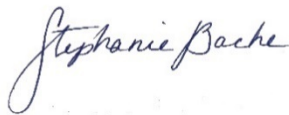
Our fee is summarized in the table below. A detailed fee worksheet is attached.

Task	Fee
Project Management and Stakeholder Coordination	\$45,804
Phase 1: Resilience, Generation, and Energy System Alternatives Analysis	\$74,483
Phase 2: Feasibility Study on Back-Up Generation at Identified Pump Stations	\$62,066
Phase 3: Feasibility Study on Solar Generation at Identified Pump Station Sites	\$91,630
Alternative Funding Analysis	\$15,772
TOTAL	\$289,755

GAI will be responsible for approximately 16% of the project services, exceeding the 15% M/WBE participation goal for the project.

Please let us know if you require any clarifications.

Sincerely,



Stephanie Bache, P.E.
Principal in Charge



Kelly Wood, P.E.
Project Manager

Attachments: Scope of Services
Fee Worksheet
Project Schedule

Tarrant Regional Water District (TRWD)
Power Resilience Study
Scope of Services

The tasks contained in the Basic Scope of Services will be performed by Black & Veatch (BV) and Gupta & Associates, Inc. (GAI) engineering teams, with nominal time allotted for review and input by BV's team of economists.

BASIC SCOPE OF SERVICES

0000 Project Management and Stakeholder Coordination

0.1 Basic Services

0.1.1 Project Setup: BV will set up the project and meet virtually with its subconsultant, GAI, to initiate project setup.

0.1.2 Project Administration: BV will lead and manage the project's tasks, budget, schedule and earned value management.

0.1.3 Monthly Progress Reports: Prepare and submit monthly progress reports to include summary of tasks completed, summary of planned activities for the next 60 days, budget status, and list of items requiring resolution or decisions by Tarrant Regional Water District (TRWD).

0.1.4 Invoices: Develop and submit six (6) monthly invoices.

0.1.5 Subconsultant Management: Prepare contracts with subconsultants on BV's team and manage their work deliverables, budget, and schedule.

0.2 Meetings and Presentations. BV intends to hold meetings in the most effective and productive way possible for all parties and will typically be virtual or hybrid. Travel expenses for remote employees has not been included.

0.2.1 Project Kick-off Meeting / Resilience Definition Workshop. At this 3-hr workshop, BV will review the schedule and deliverables with TRWD. This meeting will also include a discussion to establish baseline resilience goals for the study.

0.2.1.1 BV will submit Draft and Final versions of resilience goals for review and approval by key TRWD stakeholders.

0.2.2 Monthly Project Status Meetings: Schedule and attend monthly status meetings with TRWD during the project (6 total). Prepare and submit meeting agenda (three days before meeting) and meeting minutes (within one week after meeting). Interim deliverables will be discussed at monthly project status meetings.

0.2.3 Coordination Meetings with outside stakeholders will be held to discuss high level project requirements at specific sites. Meetings will be held virtually and not to exceed four (4) 1-hour meetings. Outside stakeholders may include Oncor, USACE, Atmos or other stakeholders as identified by TRWD. TRWD Environmental will assist in setting up meetings with the USACE.

0.2.4 Stakeholder Workshop: Concurrent with the submittal of the Phase 3 Draft Technical Memorandum for the project, BV will provide a summary presentation of the work in Phases 1 through 3 for discussion with TRWD stakeholders.

0.3 Quality Management Plan: BV will develop a Quality Management Plan for the project, which will be distributed internally and to subconsultants.

0001 Phase 1: Resilience, Generation, and Energy System Alternatives Analysis

1.1 Data Collection and Review. BV will discuss with TRWD available data and information for BV's review. Data will include existing drawings for BB1, BB2, and JB3, CC1 and JCC1 and information that will help BV form a better understanding of TRWD's current energy management practices

and costs.

- 1.1.1 BV will submit a data needs request to TRWD outlining the key information needed to support the study.
- 1.2 High-Level Summary Screening of Available Generation Technologies. This task includes a high-level screening of available generation technologies. BV will compile a list of commercially available technologies for resilience, generation, and energy storage within the marketplace. This task is not intended to be an exhaustive study of all options rather it will identify the most likely options to improve resilience for TRWD's system. A screening evaluation of these technologies will be made to further identify those technologies that are reasonably feasible to implement at TRWD pump station sites and those which are not. Feasible technologies identified may be applicable to only some sites but not universally applicable to all sites.
 - 1.2.1 BV will coordinate with TRWD to develop evaluation criteria for proposed technologies: availability of critical resources; effectiveness in addressing resilience goals; footprint requirement/geographical considerations; permitting feasibility or other environmental considerations; energy generation capabilities (capacity, generation profile, total generation hours, etc.); rough order of magnitude capital cost (\$/KW); total capital cost; operating cost (\$/KWh); high level potential revenue generation capability.
 - 1.2.2 BV will provide an assessment of available technologies including a brief description of each technology against the criteria in Task 1.2.1. It will also document in a brief narrative the reasons for the exclusion of technologies that are not practically feasible.
 - 1.2.3 BV will coordinate with up to two (2) potential 3rd parties providing generation as a service to obtain high-level capital and operation cost data.
- 1.3 Site Visits:
 - 1.2.4 BV will attend site visits for five (5) pump station sites (approximately 10 hrs). This site visit includes mileage for BV local staff and airline tickets and one night of hotel for up to two BV remote staff.
 - 1.2.5 BV will arrange and accompany TRWD on a visit a solar generation site. This visit will allow TRWD staff with the opportunity to ask operations and maintenance questions. This site includes travel to and from the site for BV local staff and airfare and one night of hotel for one BV remote staff member.
- 1.4 Deliverables: Draft and Final versions of a Technical Memorandum for Phase 1 will be submitted.

0002 **Phase 2: Feasibility Study on Back-up Generation at Identified Pump Stations**

- 2.1 Phase 2 will include a feasibility analysis for installation of 2-8 MW of dispatchable, back-up generation at the Benbrook Lake Pump Station (BB1) and Benbrook Booster Pump Station 2 (BB2). A feasibility study for the sites will consider up to three alternatives total (that would apply to both sites), based on recommendations from Phase 1. Findings and results of the analysis will be documented in the Phase 2 Technical Memorandum. Tasks for the Phase 2 feasibility analysis study include:
 - 2.1.1 Based on the loads required to be operated on the back-up power, as provided by TRWD, BV will determine the size of the generators. Up to three (3) alternatives (natural gas, diesel, and parallel transmission line) will be evaluated as part of the Phase 2 study. Optimization of options will not be performed as a part of this study but are anticipated to be performed as a part of future phases.
 - 2.1.2 A site plan will show the location of available near-site utilities and known environmental and cultural resources based on a desktop assessment. TRWD will provide available utility information to BV.
 - 2.1.3 Interconnection requirements will be discussed for both connecting to BB1 and BB2 as well as to the grid. This task will identify any future studies that would be required to determine detailed interconnection requirements. It will include any information obtained from Oncor or

Atmos in Task 0.2.3 related to extending the transmission level electrical service or gas service to the BB1 and BB2 sites.

- 2.1.4 The study will include a high-level discussion of ownership, operation, and maintenance structures for back-up generation.
- 2.1.5 The study will include high-level cost-benefit analysis for three (3) alternatives over the useful life of the back-up generation option(s). The costs and benefits will be based on industry averages.
- 2.2 Deliverables: Draft and Final versions of a Technical Memorandum for Phase 2 will be submitted.

0003 **Phase 3: Detailed Study on Solar Generation at Identified Pump Stations**

- 3.1 Phase 3 will include a feasibility analysis for installation of 4-20 MW of solar generation and solar energy storage systems at the Joint Booster Pump Station 3 (JB3), Cedar Creek Pump Station 1 (CC1) and Cedar Creek Lake Pump Station (JCC1). Additional sites may be considered for Phase 3 if requested by TRWD as additional services. It is anticipated that there may be more than one alternative brought forward from Phase 1, such as solar with and without BESS. Up to three (3) alternatives will be further evaluated as part of the Phase 3 study. Findings, results, and recommendations will be documented in the Phase 3 Technical Memorandum.

Tasks for the Phase 3 Feasibility Study include:

- 3.1.1 Based on the loads required to be operated by the behind-the-meter generation (as provided by TRWD) and available land at the site, BV will determine the size of the solar generation facilities.
- 3.1.2 A site plan will show the location of available near-site utilities and known environmental and cultural resources based on a desktop assessment. TRWD will provide available utility information to BV.
- 3.1.3 Interconnection requirements will be discussed for connecting each of the three pump stations to the grid. This task will identify any future studies that would be required to determine detailed interconnection requirements.
- 3.1.4 Different ownership, operation, and maintenance structures for behind the meter solar generation will be reviewed and evaluated.
- 3.1.5 The study will include a high-level discussion of ownership, operation, and maintenance structures for behind the meter generation.
- 3.1.6 The study will include high-level life cycle cost-benefit analysis for three (3) alternatives of the behind the meter solar generation option(s). The costs and benefits of the alternatives will be as compared to conventional grid power and will be based on industry averages. Optimization of options will not be performed as a part of this study but are anticipated to be performed as a part of future phases.
- 3.2 Deliverables: Draft and Final versions of a Technical Memorandum for Phase 3 will be submitted.

0004 **Alternative Funding Analysis.**

- 4.1 BV will research and outline available federal grant funding for Phases 2 and 3, which will be presented in a Technical Memorandum. The TM will include a discussion of key criteria, funding mechanisms, applicability to the project, terms, deadlines, and schedules. Recommendations on potential options to pursue will be included.

Schedule

- 1) BV will perform the base scope of work (Tasks 0000-0004) in accordance with a six (6) calendar month schedule. Approximate milestones will be in accordance with the attached schedule of activities with all activities completed within six (6) months of NTP.



Power Resilience Study

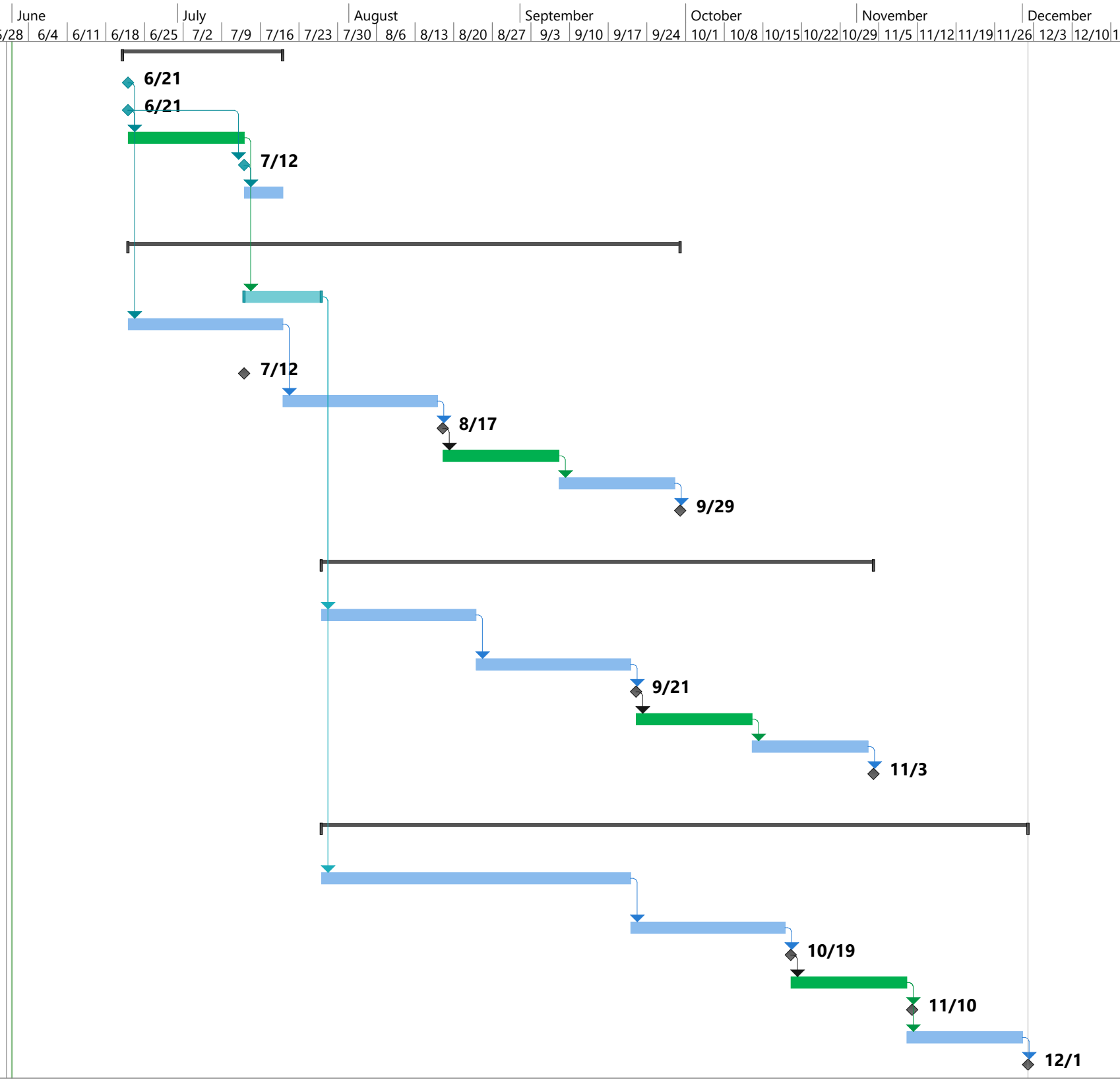
FEE WORKSHEET



Tarrant Regional Water District		PRIME-BLACK & VEATCH				SUBCONSULTANTS			PROJECT TOTAL
Power Resilience Study		TOTAL	TOTAL	TOTAL	TOTAL PRIME	GAI	SUBS LABOR & EXPENSES		
FEE PROPOSAL.R4						MWBE	1.05		
Notes: 1. Fee will be Cost Plus NTE, invoiced on a percent complete basis. 2. Fee is valid through May 2024 with 3% annual escalation on rates after May 2024.									
Activity ID	Work Breakdown Structure - Description	PRIME HOURS	PRIME LABOR	PRIME EXPENSES	LABOR FEE + ODC	SUB LABOR & EXPENSES	FEE with 5%	Mark-Up	PRIME + SUB
BASIC SERVICES	Task 1 through Task 4	1,100	\$ 236,870	\$ 4,900	241,770	\$ 45,700	\$ 47,985		\$ 289,755
TASK 0	PROJECT MANAGEMENT AND STAKEHOLDER COORDINATION	138	\$ 35,904	\$ 450	\$ 36,354	\$ 9,000	\$ 9,450		\$ 45,804
0.1	Basic Services	38	\$ 6,920	\$ -	\$ 6,920	\$ 2,500	\$ 2,625		\$ 9,545
0.2.1	Project Kickoff Meeting	16	\$ 4,916	\$ -	\$ 4,916	\$ 1,000	\$ 1,050		\$ 5,966
0.2.2	Monthly Project Status Meetings	32	\$ 10,032	\$ 200	\$ 10,232	\$ 3,000	\$ 3,150		\$ 13,382
0.2.3	Coordination Meetings with Outside Stakeholders	18	\$ 4,404	\$ -	\$ 4,404	\$ 1,000	\$ 1,050		\$ 5,454
0.2.4	Stakeholder Workshop to Summarize Phases 1 through 3	26	\$ 7,100	\$ 250	\$ 7,350	\$ 1,500	\$ 1,575		\$ 8,925
0.3	Quality Management Plan	8	\$ 2,532	\$ -	\$ 2,532	\$ -	\$ -		\$ 2,532
TASK 1	RESILIENCE, GENERATION, AND ENERGY SYSTEM ALTERNATIVES ANALYSIS	288	\$ 63,298	\$ 4,150	\$ 67,448	\$ 6,700	\$ 7,035		\$ 74,483
1.1	Data Collection and Review	42	\$ 9,226	\$ -	\$ 9,226	\$ 2,000	\$ 2,100		\$ 11,326
1.2	High Level Summary Screening of Available Generation Technologies	132	\$ 28,440	\$ -	\$ 28,440	\$ 2,500	\$ 2,625		\$ 31,065
1.3	Site Visits	32	\$ 8,376	\$ 4,000	\$ 12,376	\$ 2,200	\$ 2,310		\$ 14,686
1.4	Deliverable: Phase 1 TM	82	\$ 17,256	\$ 150	\$ 17,406	\$ -	\$ -		\$ 17,406
TASK 2	FEASIBILITY STUDY ON BACK-UP GENERATION AT IDENTIFIED PUMP STATIONS	146	\$ 32,516	\$ 150	\$ 32,666	\$ 28,000	\$ 29,400		\$ 62,066
2.1	Feasibility Study on 2-8 MW Dispatchable, Backup-Up Generation at BB1 and BB2	89	\$ 19,234	\$ -	\$ 19,234	\$ 20,000	\$ 21,000		\$ 40,234
2.2	Deliverable: Phase 2 Feasibility TM	57	\$ 13,282	\$ 150	\$ 13,432	\$ 8,000	\$ 8,400		\$ 21,832
TASK 3	DETAILED STUDY ON SOLAR GENERATION AT IDENTIFIED PUMP STATIONS	450	\$ 89,380	\$ 150	\$ 89,530	\$ 2,000	\$ 2,100		\$ 91,630
3.1	Feasibility Study on 4-20 MW Solar Generation and BESS at JB3, CC1 and JCC1	300	\$ 59,100	\$ -	\$ 59,100	\$ 2,000	\$ 2,100		\$ 61,200
3.2	Deliverable: Phase 3 Feasibility TM	150	\$ 30,280	\$ 150	\$ 30,430	\$ -	\$ -		\$ 30,430
TASK 4	ALTERNATIVE FUNDING ANALYSIS	78	\$ 15,772	\$ -	\$ 15,772	\$ -	\$ -		\$ 15,772
4.1	Alternative Funding Analysis and TM	78	\$ 15,772	\$ -	\$ 15,772	\$ -	\$ -		\$ 15,772
PROJECT TOTAL (ACTIVITIES 1, 2, 3, 4 AND SPECIAL SERVICES)		1100	\$ 236,870	\$ 4,900	\$ 241,770	\$ 45,700	\$ 47,985		\$ 289,755

Power Resilience Study Tarrant Regional Water District Preliminary Project Schedule 06/02/2023

ID	Task Name	Duration	Start	Finish	June												July												August												September												October												November												December											
					5/21	5/28	6/4	6/11	6/18	6/25	7/2	7/9	7/16	7/23	7/30	8/6	8/13	8/20	8/27	9/3	9/10	9/17	9/24	10/1	10/8	10/15	10/22	10/29	11/5	11/12	11/19	11/26	12/3	12/10																																																						
1	Project Startup and Data Collection	21 days	Wed 6/21/23	Wed 7/19/23																																																																																				
2	Notice to Proceed	1 day	Wed 6/21/23	Wed 6/21/23																																																																																				
3	Submittal of Data Needs Request	1 day	Wed 6/21/23	Wed 6/21/23																																																																																				
4	TRWD Compilation of Data Needs	3 wks	Thu 6/22/23	Wed 7/12/23																																																																																				
5	Kick-off Meeting / Resilience Workshop	1 day	Wed 7/12/23	Wed 7/12/23																																																																																				
6	Finalize Resilience Goals	1 wk	Thu 7/13/23	Wed 7/19/23																																																																																				
7																																																																																								
8	Phase 1: Feasibility Study - Resilience, Generation and Energy System Alternatives Analysis	72 days	Thu 6/22/23	Fri 9/29/23																																																																																				
9	Data Review	2 wks	Thu 7/13/23	Wed 7/26/23																																																																																				
10	High Level Summary Screening of Available Generation Technologies	4 wks	Thu 6/22/23	Wed 7/19/23																																																																																				
11	Site Visits	1 day	Wed 7/12/23	Wed 7/12/23																																																																																				
12	Prepare Draft Phase 1 TM	4 wks	Thu 7/20/23	Wed 8/16/23																																																																																				
13	Submit Deliverable - Draft Phase 1 TM	1 day	Thu 8/17/23	Thu 8/17/23																																																																																				
14	TRWD Review - Draft Phase 1 TM	3 wks	Fri 8/18/23	Thu 9/7/23																																																																																				
15	Revisions for Final Phase 1 TM	3 wks	Fri 9/8/23	Thu 9/28/23																																																																																				
16	Submit Deliverable - Final Phase 1 TM	1 day	Fri 9/29/23	Fri 9/29/23																																																																																				
17																																																																																								
18	Phase 2: Feasibility Study on Back-Up Generation at Identified Pump Stations	72 days	Thu 7/27/23	Fri 11/3/23																																																																																				
19	Feasibility Study on 2-8 MW Dispatchable, Backup Generation at BB1 and BB2	4 wks	Thu 7/27/23	Wed 8/23/23																																																																																				
20	Prepare Draft Phase 2 TM	4 wks	Thu 8/24/23	Wed 9/20/23																																																																																				
21	Submit Deliverable - Draft Phase 2 TM	1 day	Thu 9/21/23	Thu 9/21/23																																																																																				
22	TRWD Review - Draft Phase 2 TM	3 wks	Fri 9/22/23	Thu 10/12/23																																																																																				
23	Revisions for Final Phase 2 TM	3 wks	Fri 10/13/23	Thu 11/2/23																																																																																				
24	Submit Deliverable - Final Phase 2 TM	1 day	Fri 11/3/23	Fri 11/3/23																																																																																				
25																																																																																								
26	Phase 3: Feasibility Study on Solar Generation at Identified Pump Stations	92 days	Thu 7/27/23	Fri 12/1/23																																																																																				
27	Feasibility Study on 4-20 MW Solar Generation and BESS at JB3, CC1 and JCC1	8 wks	Thu 7/27/23	Wed 9/20/23																																																																																				
28	Prepare Draft Phase 3 TM	4 wks	Thu 9/21/23	Wed 10/18/23																																																																																				
29	Submit Deliverable - Draft Phase 3 TM	1 day	Thu 10/19/23	Thu 10/19/23																																																																																				
30	TRWD Review - Draft Phase 3 TM	3 wks	Fri 10/20/23	Thu 11/9/23																																																																																				
31	Stakeholder Workshop Presentation	1 day	Fri 11/10/23	Fri 11/10/23																																																																																				
32	Revisions for Final Phase 3 TM	3 wks	Fri 11/10/23	Thu 11/30/23																																																																																				
33	Submit Deliverable - Final Phase 3 TM	1 day	Fri 12/1/23	Fri 12/1/23																																																																																				



TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: June 20, 2023

SUBJECT: Consider Approval of Reconciliation Change Order 03, with Ebara Corp. for Procurement Package 09 - Pumps, Motors and Drives for Joint Cedar Creek Lake Pump Station of the Integrated Pipeline Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a credit change order **in the amount of (\$411,311.98)** with Ebara Corp. for programming modifications, motor sensors, contract set-offs and unused contract allowance items remaining in Procurement Package 09 - Pumps, Motors and Drives for Joint Cedar Creek Lake Pump Station (JCC1) Contract. The current contract price is \$12,743,890 and the revised not to exceed contract amount, including this change order, will be \$12,332,578.02.

DISCUSSION:

The purpose of this change order is for programming modifications, motor sensors, application of set-offs and reconcile unused allowances contained in the contract. The programming and motor sensors are required operational enhancements. The set-offs account for extra work conducted by others rather than Ebara to expedite project delivery. The allowances pertain to unused amounts for Travel for Factory Witness Testing, optional Motor Testing methods, and Owner Directed I&C Modifications. The various items are summarized as follows:

Programming Modifications and Motor Sensors increase	\$9,000.00
Contract Set-offs	(\$27,704.21)
Extra Work Items and Allowances	<u>(\$392,607.77)</u>
	(\$411,311.98)

Recommendation by Staff and change order documents are attached.

Management also requests that the General Manager or his designee be granted authority to execute all documents associated with the contract described herein.

The Construction and Operations Committee reviewed this item on June 16, 2023.

Submitted By:

Ed Weaver
IPL Program Manager

Memo



To: Ed Weaver, Coy Veach
From: Matt Gaughan
Copy: Robert Allen, Shelly Hattan
Date: June 7, 2023
Subject: OFE09 Change Order 03

Attached is Change Order 03 for the OFE09 Project. The change order consists of the following item:

Item No.	Description	Net Change
1	Set-off for Motor Oil	(\$10,658.20)
2	Set-off for Tachometer Cables	(\$1,719.90)
3	Set-off for Coupling Cleaning by BAR	(\$15,326.11)
4	Reduce Buyer's Allowance for Travel for Factory Witness Testing	(\$122,607.77)
5	Reduce Buyer's Allowance for Using Method B for Motor Testing	(\$120,000.00)
6	Reduce Buyer's Allowance for Owner Directed I&C Modifications	(\$150,000.00)
7	Ebara Proposal No 1605738 Programming Modifications	\$9,000.00
Total	Net Change to Contract Amount	(\$411,311.98)

Item No. 1: Ebara was required to provide motor oil for one of the motor units. Due to timing and logistics of working with international vendors, it was more expeditious to have General Contractor provide the oil. The cost of providing this oil was added to BAR Constructors contract and is set-off from Ebara's contract.

Item No. 2: Ebara provided insufficient length cables for tachometers for use on project. motor oil for one of the motor units. Due to timing and logistics of working with international vendors, it was more expeditious to have General Contractor provide the cables. The cost of providing these cables was added to BAR Constructors contract and is set-off from Ebara's contract.

Item No. 3: One of the pump shaft couplings required additional cleaning and preparation before installation. Due to timing and logistics of working with international vendors, it was more expeditious to have General Contractor provide the mechanics and millwright to clean and prepare shaft and coupling. The cost of this work cables was added to BAR Constructors contract and is set-off from Ebara's contract.

Item No. 4: The project included a Factory Witness Travel Allowance of \$350,000. A total of \$277,392.23 was used for factory witness travel. The remaining \$122,607.77 is unused and amount reduced from contract.

Item No. 5: The project included an Allowance for Using Method B for Motor Testing in the amount of \$120,000.00. During development of project, Method B testing was determined to not be required for the type and size of motors provided. The unused allowance amount of \$120,000.00 is reduced from contract.

Item No. 6: The project included an Allowance for Owner Directed I&C Modifications in the amount of \$150,000.00. During development of major I&C changes were not required. The unused allowance amount of \$150,000.00 is reduced from contract.

Item No. 7: TRWD SCADA requested revision to PLC program to allow control of the VFD from PLC ethernet port. Additional programming, documentation updates and onsite verification was required to implement these changes.

Change Order

Project: <u>Joint Cedar Creek PS</u>	Project Number: _____
Owner: <u>Tarrant Regional Water District</u>	<u>2938</u>
Contractor: <u>EBARA Corporation</u>	<u>R160573801</u>
Engineer: <u>CH2M Hill</u>	<u>419308</u>

Change Order No.: <u>003</u>	Date: <u>6/6/23</u>
Funding Source: <u>Bond Fund</u>	


Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

1. Set-off for Motor Oil	<u>(\$10,658.20)</u>
2. Set-off for Tachometer Cables	<u>(\$1,719.90)</u>
3. Set-off for Coupling Cleaning by BAR	<u>(\$15,326.11)</u>
4. Reduce Buyer's Travel Allowance for Factory Witness Testing for a total of \$227,392.23	<u>(\$122,607.77)</u>
5. Reduce Buyer's Allowance for Using Method B for Motor Testing	<u>(\$120,000.00)</u>
6. Reduce Buyer's Allowance for Owner Directed I&C Modifications	<u>(\$150,000.00)</u>
7. EBARA Proposal No. R1605738 Programming Modification	<u>\$9,000.00</u>
Net Change to Contract Amount:	<u>(\$411,311.98)</u>

The compensation in this Change Proposal is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Amendment. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled.

a Original Contract Price	<u>\$ 12,694,890.00</u>
b Previously Approved Change Order Amounts	<u>\$ 49,000.00</u>
c Adjusted Contract Price (a + b)	<u>\$ 12,743,890.00</u>
d Change Order Amount	<u>(\$411,311.98)</u>
e Revised Contract Price (c + d)	<u>\$ 12,332,578.02</u>
f Percent Change to Date: <u>-2.8%</u>	g Change in Days this Change Order: <u>0</u>

Completion Dates:	Original	Previous	Current
Substantial	h <u>12/20/2018</u>	i <u>07/26/2019</u>	j <u>07/26/2019</u>
Final	k <u>N/A</u>	l <u>N/A</u>	m <u>N/A</u>

Recommended by: Project Construction Manager  _____ <small>Name Date</small>	Recommended by: Program Construction Manager _____ <small>Name Date</small>
Approved by: EBARA Corporation _____ <small>Name Date</small>	Approved by: Tarrant Regional Water District _____ <small>Name Date</small>

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: June 20, 2023

SUBJECT: Consider Approval of Final Payment and Contract Closeout to Ebara Corp. for Procurement Package 09 - Pumps, Motors, and Drives for Joint Cedar Creek Lake Pump Station of the Integrated Pipeline Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of final payment **in the amount of \$48,065.57**, and contract closeout with Ebara Corp. for Procurement Package 09 - Pumps, Motors and Drives for Joint Cedar Creek Lake Pump Station (JCC1) of the Integrated Pipeline Project. The original contract value was \$12,694,890 and with approved change orders to date totaling \$(362,311.98) puts the final contract value at \$12,332,578.02.

DISCUSSION:

Ebara has successfully completed manufacturing, delivery, installation, and operation of the JCC1 Pumps, Motors and Drives Owner Furnished Equipment contract of the Integrated Pipeline on March 31, 2023. There are no outstanding issues. Ebara has provided written consent of its surety to final payment and the required affidavits regarding payment of debts and claims and release of liens. Management is requesting permission to release \$48,065.57 to EBARA. as final payment.

Recommendation by Staff is attached.

Management also requests that the General Manager or his designee be granted authority to execute all documents associated with the contract described herein.

This item was reviewed by the Construction and Operations Committee on June 16, 2023.

Submitted By:

Ed Weaver
IPL Program Manager

Memo



TO: Ed Weaver

FROM: Matt Gaughan

COPY: Coy Veach

DATE: June 7, 2023

SUBJECT: Consider Approval of Final Payment and Closeout to Ebara Corp. for Procurement Package 09 – Pump, Motors, and Drives for Joint Cedar Creek Lake Pump Station (JCC1) of the Integrated Pipeline Project

Ebara Corp. completed manufacturing, delivery, installation, and operation of the JCC1 Pumps, Motors and Drives for the above referenced project on March 31, 2023. The current Contract Price is \$12,332,578.02. The amount remaining to be paid to the Supplier is \$48,065,57. Ebara's work on the project is acceptable and there are no outstanding issues.

Ebara Corp. has provided written consent of its Surety to Final Payment and the required Affidavits regarding payment of debts and claims and release of liens.

The Recommendation Memo, Consent of Surety to Final Payment, Affidavit of Release of Liens, Affidavit of Payments of Debts and Claims are attached.

We recommend making Final Payment in the amount of \$48,065.57 to Ebara Corp.

Consent of Surety to Final Payment

Project: Procurement Package 09 – Pumps, Motors and Drives (OFE09)	Project Number:
Buyer: Tarrant Regional Water District	3182
Seller: Ebara Corp.	R1605738
Engineer: CH2M Hill	419308

The Surety Company, on bond of the Seller listed above for the referenced Project, in accordance with the Contract Documents, hereby approves final payment to the Seller, and agrees that final payment to the Seller shall not relieve the Surety Company of any of its obligations to the Buyer under the terms of the Contract and as set forth in said Surety Company's bond.

Bond #8240-41-58

Date: 13 June 2023

Name of Surety Company: Federal Insurance Corp.

Signature:



Authorized Representative

Title: AVP, Surety Manager Asia

Address: Level 18, 101 Miller Street

North Sydney NSW 2060 Australia

Email: jngu@chubb.com

(Attach Power of Attorney and place surety seal below)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Jonathan Raymond Low of Canberra, Australia; Roy Frederick Amos, Jean Lan Ngu and Gerard M. Sitaramayya of Sydney, Australia**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **8th** day of **March, 2021**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this **8th** day of **March, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **13 June 2023**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com


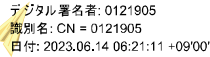
Affidavit of Release of Liens

Project:	<u>Procurement Package 09 – Pumps, Motors and Drives (OFE09)</u>	Project Number:	<u>3182</u>
Buyer:	<u>Tarrant Regional Water District</u>		
Seller:	<u>Ebara Corp.</u>		<u>R1605738</u>
Engineer:	<u>CH2M Hill</u>		<u>419308</u>

The Seller, in accordance with the Contract Documents, and in consideration for the full and final payment to the Seller for all services in connection with the Project, does hereby waive and release any and all liens, or any and all claims to liens which the Seller may have on or affecting the Project as a result of its Contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the Project. The Seller further certifies and warrants that all Subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for, through or at the direct or indirect request of the Seller prior to, through and including the date of this affidavit.

Exceptions:

(If none, write "None." The Seller must furnish a bond, acceptable to the Owner, for each exception.)

Seller:  
By: _____
Title: Section Manager, Global Marketing and Sales Section

Subscribed to and sworn before me this _____ day of _____ 20____.

Notary Public: _____ *(place Notary Seal below)*

My Commission Expires: _____

Affidavit of Payment of Debts and Claims

Project:	Procurement Package 09 – Pumps, Motors and Drives (OFE09)	Project Number:
Buyer:	Tarrant Regional Water District	3182
Seller:	Ebara Corporation	R1605738
Engineer:	CH2M Hill	419308

The Seller, in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Seller for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

Exceptions:
(If none, write "None." The Seller must furnish a bond, acceptable to the Owner, for each exception.)

Seller:   デジタル署名者: 0121905
識別名: CN = 0121905
日付: 2023.06.14 06:22:25 +09'00'

By: _____

Title: Section Manager, Global Marketing and Sales Section

Subscribed to and sworn before me this 13th day of June 2023.

Notary Public: _____ *(place Notary Seal below)*

My Commission Expires: _____

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: June 20, 2023

SUBJECT: Consider Approval of Annual Insurance Renewal for Property, Casualty and Workers Compensation Insurance Lines of Coverage with Texas Water Conservation Association Risk Management Fund

FUNDING: Fiscal Year 2024 General Fund Budget - Property \$916,731; Casualty \$261,498; Workers Compensation \$252,621

RECOMMENDATION:

Management recommends approval of insurance renewal for a one year period **in the amount of \$996,882 for Property Lines of Coverage, \$229,834 for Casualty Lines of Coverage, and Workers Compensation Coverage** with Sedgwick as the selected vendor of the Texas Water Conservation Association Risk Management Fund (TWCARMF). The cost of Workers Compensation coverage will be based on actual salaries times job classification rates and the TRWD experience modifier.

DISCUSSION:

The TWCARMF is a self-insurance pool formed by Texas water districts and authorities to provide expert resources and access to a customized insurance program for its members.

TWCARMF provides workers' compensation, liability, and property coverage programs for its members. Through the Fund, members pool their risks and combine resources to obtain greater stability and economies of scale for risk management. In addition to self-insurance coverage, members receive risk management, legal, and loss prevention services tailored to meet their needs.

This item was reviewed by the Administration and Policy Committee on June 13, 2023.

Submitted By:

Alan Thomas
Deputy General Manager

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: June 20, 2023

SUBJECT: Consider Approval of Contract with Mercer, LLC for Total Rewards Study

FUNDING: Fiscal Year 2023 General Fund Budget - \$184,000

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$171,500** with Mercer, LLC (Mercer) to conduct a Total Rewards Study.

DISCUSSION:

The District is committed to investing in its employees, and competitive total rewards is critical to employee recruitment, engagement, satisfaction, and retention.

The Total Rewards Study includes job description harmonization, compensation benchmarking, total rewards assessment, compensation strategy development, and administrative guidelines advancement.

The District advertised, per statute, a request for Statements of Qualifications (SOQ) for qualified firms to provide consulting services related to compensation.

The District received two Statements of Qualifications and, after evaluation of both firms, determined that Mercer demonstrated the best qualifications and experience.

Mercer is a renowned professional services firm offering workforce and career consulting expertise. By partnering with Mercer, the District aims to attract and retain top talent, remain competitive and equitable, and incentivize high employee performance.

Mercer, a non-certified prime, is committed to meeting the District's diverse business goal of 15% by utilizing a certified sub.

This item was reviewed by the Administration and Policy Committee on June 13, 2023.

Submitted By:

Lisa Cabrera
Chief Human Resources Officer



Evaluation Sheet

23-084 Compensation Study and Market Analysis

Technical Quality Criteria	Total Points Available	Gallagher Benefit Service, Inc	Mercer LLC
Project Delivery and Approach	50.00	40.00	50.00
	Rank	2	1
Experience of Team and Firm	25.00	20.00	25.00
Commitment of Staff and Schedule	15.00	10.00	10.00
References	10.00	10.00	8.00
Total	100.00	80.00	93.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 13

DATE: June 20, 2023

SUBJECT: Consider Naming Select TRWD Facilities in Honor of Past Board Members

FUNDING: N/A

DISCUSSION:

The Board will consider the idea of naming select TRWD facilities in honor of past Board members in recognition of their service and contributions to the District.

This item was reviewed by the Administration and Policy Committee on June 13, 2023.

Submitted By:

Leah King
Board President

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 15

DATE: June 20, 2023

SUBJECT: Executive Session

FUNDING: N/A

RECOMMENDATION:

Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter; and

Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property

DISCUSSION:

- Pending litigation
- Real property issues

Submitted By:

Alan Thomas
Deputy General Manager

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 16

DATE: June 20, 2023

SUBJECT: Consider Approval of Consents to Assign One Additional Raw Water Supply Contract and Two Pipeline Easement and Right of Way Agreements

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of three Consents to Assignment.

DISCUSSION:

The District entered into a raw water supply contract (the "Contract") with Duke Energy Jack, LP ("Duke Energy") on February 1, 2000. On October 22, 2002, the TRWD Board approved the assignment of the Contract from Duke Energy to Brazos Electric Power Cooperative, Inc ("Brazos"). As a result of its bankruptcy, Brazos has now entered into an asset purchase agreement for the proposed sale of certain of its electric generation plants and related assets, including Brazos' rights under its agreements with TRWD, to Jack County Power, LLC. Jack County Power will now own and operate the Jack County generation and related facilities, and is the assignee under the consents to assignment being presented to the Board for approval.

Specifically, the Board is considering approval of three Consents to Assignment to assign the following agreements from Brazos to Jack County Power

- (1) 2000 Additional Raw Water Supply Contract (as amended and assigned) between TRWD and Brazos;
- (2) 2004 Pipeline Easement and Right of Way Agreement from TRWD to Brazos; and
- (3) 2005 Pipeline Easement and Right of Way Agreement from TRWD to Brazos

This item was reviewed by the Construction and Operations Committee on June 16, 2023.

Submitted By:

Stephen Tatum
General Counsel

CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT (this “**Consent**”) is executed by Tarrant Regional Water District, a water control and improvement district (the “**Counterparty**”), party to that certain Additional Party Raw Water Supply Contract – Industrial dated effective as of February 1, 2000, between the Counterparty and Duke Energy Jack, LP (as it may have been amended from time to time), as assigned to Brazos Electric Power Cooperative, Inc. (“**Brazos**”) by that Consent to Assignment dated October 22, 2002 (as it may have been further amended from time to time, the “**Agreement**”):

WITNESSETH:

WHEREAS, the Counterparty understands that Brazos has entered into an asset purchase agreement for the proposed sale of certain of its electric generation plants and related assets, including without limitation Brazos’ rights under the Agreement (the “**Proposed Sale**”), to Jack Power, LLC, a Delaware limited liability company (the “**Buyer**”); and

WHEREAS, Brazos and the Buyer have requested that the Counterparty execute this Consent and agree to assignment of all Brazos’ rights as well as the assumption of all Brazos’ obligations under the Agreement by the Buyer.

NOW, THEREFORE, FOR TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, the Counterparty hereby consents to the assignment by Brazos to the Buyer of all of Brazos’ rights, titles and interests in and to the Agreement, and consents to the continuation of the Agreement in full force and effect after said assignment and the consummation of the Proposed Sale, without modification. Without limiting the foregoing, the Counterparty hereby waives any event of default or right of termination or modification of the Agreement that would be caused by the said assignment and the consummation of the Proposed Sale.

The Counterparty further understands and acknowledges that the Buyer anticipates consummating the Proposed Sale, in reliance upon this Consent and agrees that Brazos and the Buyer, and their successors and assigns, may rely upon this Consent.

This Consent shall be deemed limited solely to the assignment of the Agreement by Brazos to the Buyer, and the Counterparty reserves the right to consent to any further or additional assignments of the Agreement in accordance with the terms of the Agreement.

For all purposes under the Agreement, the notice address for the Buyer, as assignee of Brazos, shall be:

Jack Power, LLC
c/o LS Power Equity Advisors, LLC
One Tower Center, 21st Floor
East Brunswick, NJ 08816

This Consent shall be governed and interpreted by the laws of the state of Texas without regard to its conflict of law principles. Except as otherwise expressly provided in this Consent, all terms of the Agreement will remain in full force and effect and will not be modified hereby or by the assignment, thereof to the Buyer. This Consent shall not be amended or modified except by an instrument in writing signed by the Counterparty, Brazos and the Buyer.

This Consent is executed to be effective as of the ____ day of May, 2023.

TARRANT REGIONAL WATER DISTRICT, a
water control and improvement district

By: _____
Name:
Title:

CONSENT TO ASSIGNMENT

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

THAT the undersigned, Tarrant Regional Water District, a water control and improvement district, as the current owner of real property in Wise County, Texas subject to that certain Easement dated July 8, 2004, from the Tarrant Regional Water District to Brazos Electric Power Cooperative, Inc., a Texas electric cooperative corporation (“Brazos”), recorded under Volume 1467, Page 644 and as Document No. 356279 of the Official Records of Wise County, Texas, a copy of which is attached hereto as Exhibit “A” (as it may have been amended from time to time, the “Easement”), hereby agrees as follows:

RECITALS

WHEREAS, the undersigned understands that Brazos has entered into an asset purchase agreement for the proposed sale of certain of its electric generation and related assets, including without limitation Brazos’ rights under the Easement (the “Proposed Sale”) to Jack County Power, LLC, a Delaware limited liability company (the “Buyer”); and

WHEREAS, Brazos and the Buyer have requested that the undersigned execute this Consent to Assignment (this “Consent”).

NOW, THEREFORE, FOR TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, the undersigned hereby consents to the assignment by Brazos to the Buyer of all of Brazos’ rights, titles and interests in and to the Easement, and consents to the continuation of the Easement in full force and effect after said assignment and the consummation of the Proposed Sale, without modification. Without limiting the foregoing, the undersigned hereby waives any event of default or right of termination or modification of the Easement that would be caused by the said assignment and the consummation of the Proposed Sale.

The undersigned further understands and acknowledges that the Buyer anticipates consummating the Proposed Sale, in reliance upon this Consent and agrees that Brazos and the Buyer, their lenders and title insurance companies, and the successors and assigns of all of the foregoing, may rely upon this Consent.

This Consent shall be deemed limited solely to the assignment of the Easement by Brazos to the Buyer, and the undersigned reserves the right to consent to any further or additional assignments of the Easement in accordance with the terms of the Easement.

For all purposes under the Easement, the notice address for the Buyer, as assignee of Brazos, shall be:

Jack County Power, LLC
c/o LS Power Equity Advisors, LLC
One Tower Center, 21st Floor
East Brunswick, NJ 08816

This Consent shall be governed and interpreted by the laws of the state of Texas without regard to its conflict of law principles. Except as otherwise expressly provided in this Consent, all terms of the Easement will remain in full force and effect and will not be modified hereby or by the assignment, thereof to the Buyer. This Consent shall not be amended or modified except by an instrument in writing signed by the undersigned, Brazos and the Buyer.

This Consent is executed to be effective as of the ____ day of _____, 2023.

TARRANT REGIONAL WATER DISTRICT, a Water Control and Improvement District

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF WISE §

This instrument was acknowledged before me on _____, 2023, by _____, _____ of _____, a _____, on behalf of said _____.

Notary Public, State of Texas

EASEMENT AND RIGHT-OF-WAY AGREEMENT

STATE OF TEXAS

*

*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WISE

*

THAT TARRANT REGIONAL WATER DISTRICT, a Water Control and Improvement District, a body politic and corporate under the laws of the State of Texas, whose mailing address is P. O. Box 4508, Fort Worth, Texas 76164-0508 (herein called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by BRAZOS ELECTRIC POWER COOPERATIVE, INC., a Texas non-profit corporation, whose mailing address is 2404 LaSalle Avenue, P. O. Box 2585, Waco, Texas 76702-2585 (herein called "Grantee"), the receipt of which is hereby acknowledged, has BARGAINED, GRANTED, AND CONVEYED and by these presents does BARGAIN, GRANT, AND CONVEY unto the said Grantee an easement and right-of-way ("Easement") to construct, reconstruct, rehabilitate, repair, operate, and maintain one (1) raw water pump station, one (1) raw water intake structure and one (1) twenty-four inch (24") raw water suction line on, over or across the land reflected on the plats attached hereto as Exhibits "A" and "C" and incorporated herein for all purposes, said land being burdened by the Easement ("Easement Area") being more fully described by metes and bounds on Exhibit "B" attached hereto and incorporated herein for all purposes.

The terms and conditions of this Easement and Right-of-Way Agreement are as follows:

1. Permitted Use. The Easement Area may be used by Grantee only for the construction, reconstruction, rehabilitation, repair, operation, and maintenance of one (1) raw water pump station, one (1) raw water intake structure and one (1) twenty-four inch (24") raw water suction line, said intake structure and suction line to be used in conjunction with the raw water pump station. The pump station is to be constructed partially within the Easement Area and partially on certain real property to be conveyed to Grantee by Walnut Creek Special Utility District and abutting upon the Easement Area. No building, structure, or improvement other than the raw water pump station, the raw water intake structure and the raw water suction line shall be placed, constructed, or maintained in, on or under the Easement Area.

2. Pump Station. Grantee is authorized to construct, install, reconstruct, rehabilitate, repair, and maintain the raw water pump station within the Easement Area at the location reflected on Exhibit "A", as also shown on Exhibit "C". Grantee shall construct a suitable structure to house the pump station authorized hereunder with sufficient sound proofing material to prevent the pump, while in operation, from creating an unreasonable distraction or annoyance.

3. Intake Structure. Grantee is authorized to construct, install, reconstruct, rehabilitate, repair, and maintain the raw water intake structure within the Easement Area at the location reflected on Exhibit "A". In addition, Grantee shall be allowed to maintain a buoy line at a one hundred fifty foot (150') radius surrounding the raw water intake structure.

4. Suction Line. Grantee is authorized to construct, install, reconstruct, rehabilitate, repair, and maintain the twenty-four inch (24") raw water suction line within the Easement Area at the location reflected on Exhibit "A". The raw water suction line will be located within the waters of Lake Bridgeport in Wise County, Texas, and Grantee agrees to anchor the same to the bed of Lake Bridgeport.

5. Prohibited Uses. Grantee and Grantee's Representatives, as hereinafter defined, shall not use, or authorize the use of, any portion of the Easement Area for any purpose not specifically authorized herein.

6. Approval of Plans. The facilities authorized hereunder shall be installed pursuant to plans and specifications to be submitted to Grantor prior to the installation of such facilities. No operations related to the installation of such facilities shall be commenced until the plans and specifications therefor have been submitted to and approved by the District. Grantor, by giving such approval, shall not assume any responsibility or liability with respect to such plans and specifications.

7. Additional Required Approvals. Prior to commencement of construction of any of the facilities authorized hereunder, Grantee shall obtain, in writing, all required approvals and/or permits of the United States Army Corps of Engineers and furnish to Grantor a copy of each such approval and/or permit.

8. Reservation of Minerals. There is reserved to the Grantor, its successors and assigns, and not conveyed hereby, all of the oil, gas, and other minerals lying upon the surface of, or at any depth under, the Easement Area, including, but not limited to, all hydrocarbons, whether liquid, solid, or gaseous, and all other minerals such as coal, lignite, uranium, sulphur, gypsum, potash, limestone, sand, gravel, and all other substances, whether similar or dissimilar, and whether or not their mining, extraction, or production could consume or deplete the surface estate; provided, however, Grantor waives the right to mine, explore, extract, produce, consume or deplete in any way the surface of the Easement Area and thirty (30) feet on every side of the Easement Area. Nothing herein shall restrict or prohibit the pooling or unitization of the Easement Area with land other than the Easement Area, or the exploration and production of oil, gas and other minerals by means of wells that are drilled or mined that open on land other than the Easement Area but that enter or bottom under the Easement Area, provided that these operations do not adversely interfere with the surface or subsurface support of any improvement constructed or to be constructed by Grantee on or within the Easement Area. In no event shall Grantee, or its successors or permitted assigns, acquire any interest in any minerals as a result of the grant of this Easement.

9. Temporary Construction Easement. In addition to the easement and right-of-way granted herein, Grantor hereby grants to Grantee a Temporary Construction Easement forty feet (40') in width, extending forty feet (40') from and parallel to all sides of the permanent Easement Area boundary, save and except that portion of the permanent Easement Area boundary defined by the existing elevation 840 foot mean sea level contour line reflected on Exhibits "A" and "C", the same being Grantor's property line. Upon completion of the construction of the facilities

herein authorized, all rights granted within the Temporary Construction Easement shall cease, and all operations, maintenance, and repairs shall be confined to the Easement Area described on Exhibit "B". After any disturbance of the bed of Lake Bridgeport or of the waters of Lake Bridgeport within the area of the Temporary Construction Easement for any purpose authorized hereunder, Grantee shall restore such bed and the waters above such bed to the same condition as existed before any such disturbance. Further, if any improvements in the area covered by the Temporary Construction Easement are disturbed by the operations of Grantee hereunder, Grantee agrees to replace and restore such improvements to a condition at least as good as existed before any such disturbance.

10. Performance of Work. All work done in connection with the construction, reconstruction, rehabilitation, repair, operation and maintenance of the facilities herein authorized shall be performed as expeditiously as possible. In performing the work or causing the work to be performed, Grantee shall make adequate provisions for the safety and convenience of Grantor, its agents, representatives, employees, licensees, and invitees, and shall cause all work to be cleaned up promptly in order to minimize disruption or inconvenience. Grantee shall perform all work necessary in connection with the construction, reconstruction, rehabilitation, repair, operation, and maintenance of the facilities herein authorized in a good and workmanlike manner in conformance with sound and accepted engineering practices. Grantee shall construct, reconstruct, rehabilitate, repair, operate, and maintain the facilities herein authorized at its sole cost and expense. If any improvements of Grantor are disturbed, damaged, or destroyed by the operations of Grantee hereunder, Grantee agrees to replace and restore such improvements to a condition at least as good as existed before any such disturbance, damage or destruction. The facilities herein authorized shall at all times be constructed, reconstructed, rehabilitated, repaired, kept, operated, and maintained in a safe condition and in full compliance with all applicable federal, state, municipal, or other laws, statutes, regulations, ordinances, and orders, specifically including, but not limited to, all environmental protection laws.

11. Reservation of Use. Grantor reserves to itself, its successors and assigns, all rights in and to the Easement Area and the right to use and enjoy the surface and subsurface thereof for any and all purposes so long as such use does not adversely interfere with the rights herein granted to Grantee. In addition to all other rights reserved herein, and not in limitation thereof, Grantor specifically reserves (i) the right of passage over the Easement Area; (ii) the right to enter upon the Easement Area for the purpose of inspection to ensure Grantee's compliance with all terms and conditions hereof; (iii) the right to enter upon the Easement Area for any purpose connected with Grantor's operation of a water control and improvement district; and (iv) the right to use and control the waters of Lake Bridgeport.

12. Other Reservations and Exceptions to Grant. The Easement is expressly made subject to (i) any and all visible and apparent easements and rights-of-way over and across the Easement Area, whether of record or not; (ii) any and all restrictions, reservations, covenants, conditions, oil and gas leases, and other instruments of whatsoever kind or nature, other than liens and conveyances of the surface estate, relating to the Easement Area, and shown of record in Wise County, Texas, as of the date hereof; and (iii) to all zoning laws, regulations, and ordinances of municipal and other governmental authorities relating to the Easement Area, but only to the extent

that they are still in force and effect.

13. Assumption of Risk. It is understood by the parties that the facilities authorized hereunder will be used in conjunction with a raw water pump station and associated facilities located or to be located on property which abuts upon Lake Bridgeport. Grantee understands and agrees that the Easement Area lies within the confines of Lake Bridgeport in Wise County, Texas. Grantee further understands and agrees that Lake Bridgeport is operated by Grantor for, among other things, water storage and flood control purposes. Grantee understands and agrees that from time to time, and for varying periods of time, including extended periods of time, the waters of Lake Bridgeport could rise and flood or completely submerge some or all of the raw water pump station and associated facilities which Grantor will operate on the abutting property. Further, Grantee understands and agrees that the waters of Lake Bridgeport cannot be maintained at any specific level and that the waters may recede from time to time, particularly in times of drought. Grantee agrees that (i) the raw water pump station and other facilities will be placed upon the abutting property at Grantee's own risk, and (ii) the raw water intake structure and associated raw water suction line will be placed within the Easement Area at Grantee's own risk. Grantee expressly assumes all risks of loss and damage that may be incurred as a result of any flooding, submergence by water or recession of waters. The release provisions contained herein specifically apply to any claims arising out of or in any way connected with (a) the flooding or submergence by water of the lands abutting upon or lying within the Easement Area or of any structure or improvement placed on the abutting lands or (b) the recession of the waters of Lake Bridgeport.

14. INDEMNIFICATION AND RELEASE. Grantee, on behalf of itself, its successors and assigns, hereby releases, relinquishes, and discharges, and, to the fullest extent permitted by law, agrees to indemnify, protect, defend, and hold harmless Grantor, and Grantor's officers, directors, agents, servants, employees, attorneys, successors, and assigns, from and against any and all claims, demands, liabilities, suits, causes of action, obligations, damages, injuries, losses, penalties, costs, expenses (including, without limitation, attorneys' fees, court costs, consultant fees, expert fees, and other litigation related expenses), of whatsoever kind or character of any person or entity whomsoever, directly or indirectly resulting from, arising out of or in connection with, or relating to (i) any use or occupation of the Easement Area by Grantee or any of its officers, directors, agents, servants, employees, contractors, or subcontractors (collectively herein called "Grantee's Representatives"); (ii) any condition of the Easement Area or any condition of the structures, equipment, facilities, or other improvements situated thereon; (iii) the construction, installation, reconstruction, rehabilitation, repair, use, operation, maintenance or existence of any structure, equipment or facility authorized herein; (iv) the flooding or submergence by water of any of the Easement Area, including the flooding or submergence of any building structure, equipment, facility or other improvement situated thereon; (v) any alleged harm or damage to Grantee or Grantee's Representatives as a result of the recession of waters of Lake Bridgeport; (vi) any violation or asserted violation by Grantee or Grantee's Representatives of any federal, state or local law, statute, rule, regulation, or ordinance relating to the environment, protection of the environment, or environmental conditions; and (vii) Grantor's approval of the plans and specifications for the facilities authorized hereunder or any work performed in connection therewith. This indemnification and release extends to and includes any and all claims for bodily injury, death,

sickness, disease, property damage or destruction, consequential damage, or economic loss caused to or suffered by any person or property, including Grantee, and Grantee's agents, servants, employees, or contractors, or any other person or entity, whether such claims sound in tort, including negligence, contract, or strict liability. This indemnification and release is not limited to damages, compensation, or benefits payable under insurance policies, workers' compensation, disability benefit acts, or other employee benefit acts. **THE PROVISIONS OF THIS INDEMNIFICATION AND RELEASE SHALL REMAIN AND BE IN FULL FORCE AND EFFECT EVEN IF ANY CLAIM, DEMAND, LOSS, LIABILITY, DAMAGE, OR EXPENSE, OR CLAIM THEREFOR, BY ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY RESULTS FROM, ARISES OUT OF, OR RELATES TO, OR IS ASSERTED TO HAVE RESULTED FROM, ARISEN OUT OF, OR BE RELATED TO, IN WHOLE OR IN PART, STRICT LIABILITY OR ONE OR MORE NEGLIGENT ACTS OR OMISSIONS, BUT SPECIFICALLY EXCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF GRANTOR, OR ANY OF GRANTOR'S OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, OR ANY OTHER PERSON OR ENTITY ACTING ON BEHALF OF GRANTOR, THE PARTIES INTENDING HEREBY TO SATISFY THE EXPRESS NEGLIGENCE DOCTRINE.** This indemnification and release shall survive termination of this Easement.

15. Termination for Breach If Grantee fails to perform any covenant, undertaking or obligation contained herein (including the non-use of the Easement for a period of two (2) years or use of the Easement Area for any purpose other than those specified herein), all rights and privileges granted to Grantee by this Easement and Right-of-Way Agreement may be terminated by Grantor should Grantee not correct or rectify such alleged failure or failures within sixty (60) days from receipt by Grantee of written notice from Grantor specifying such alleged failure or failures, provided, however, if the alleged failure or failures cannot be cured within sixty (60) days of receipt of Grantor's notice with the exercise of reasonable diligence by Grantee, Grantee shall have the right to provide Grantor with a plan within such 60 day period for the appropriate actions to cure the alleged failure or failures. Should Grantee (i) not correct or rectify such alleged failure or failures within said 60-day period, or (ii) fail to diligently pursue the plan to cure, or should the parties fail to reach agreement to amend or modify the terms hereof so that Grantee will be in compliance with the terms hereof as modified or agreed to by the parties (it being expressly understood and agreed, however, that Grantor is under no obligation to agree to amend or modify any provision hereof), this Easement and Right-of-Way Agreement shall terminate and be of no further force or effect.

16. Removal of Improvements Upon Termination. In the event that the Easement herein granted terminates, Grantee agrees to remove, at its sole cost and expense, all improvements placed on or within the Easement during the term hereof. If such improvements have not been removed by Grantee within ninety (90) days following the termination of the Easement, then Grantor may either (i) remove such improvements, and Grantee shall be obligated to reimburse Grantor for the full cost therefor, or (ii) retain such improvements which shall become the property of Grantor.

17. Equitable Relief. Grantor and Grantee understand and agree that monetary damages would not be a sufficient remedy should either party fail to perform any of its

respective covenants, undertakings, or obligations contained herein, and thus, in addition to any other legal relief to which either party ("Party A") may be entitled in the event of a violation by the other party ("Party B") of the provisions hereof, Party A shall be entitled to obtain such injunctive and further equitable relief from a court of competent jurisdiction as may be necessary to protect Party A's interest hereunder.

18. Prohibition on Assignment. This Easement and Right-of-Way Agreement may not be assigned by Grantee, in whole or in part, without the prior written consent of Grantor, which consent will not be unreasonably withheld or delayed; provided, however, Grantee, without the approval of Grantor, may mortgage or pledge this Easement and Right-of-Way Agreement to create a security interest for the benefit of the United States of America, acting through the Administrator of the Rural Utilities Service (the "RUS"). The RUS, provided that Grantee is in default of its obligations to the RUS that are secured by such security interest and the RUS has given Grantor written notice of such default, but otherwise without the approval of Grantor, may foreclose on, and purchase at a foreclosure sale, or otherwise acquire this Easement and Right-of-Way Agreement pursuant to 7 U.S.C. § 907. Thereafter, the RUS may cause this Easement and Right-of-Way Agreement to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such security interest provided the RUS has given Grantor thirty (30) days prior written notice of its intention to sell, assign, transfer or otherwise dispose of this Easement and Right-of-Way Agreement and indicating the identity of the intended third-party assignee or purchaser. No permitted sale, assignment, transfer or other disposition shall release or discharge Grantee from its obligations under this Easement and Right-of-Way Agreement.

19. Acceptance of Easement and Right-of-Way Agreement. By signing this Easement and Right-of-Way Agreement, Grantee has agreed to and accepted the terms, conditions, benefits, and obligations contained herein. Grantor has agreed to grant the Easement in reliance upon Grantee's representation that Grantee agrees to and accepts the terms, conditions, benefits, and obligations contained herein.

20. Binding Effect. The terms and provisions of this Easement and Right-of-Way Agreement shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and permitted assigns, and shall be covenants running with the land.

21. Entire Agreement. This Easement and Right-of-Way Agreement contains all of the agreements between the parties respecting the subject matter hereof, and no prior representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this instrument.

22. Amendments. No amendments, modifications or revisions of this Easement and Right-of-Way Agreement shall be effective unless made in writing, dated subsequent to the date hereof, and signed by the parties hereto or their respective successors or permitted assigns.

23. Exhibits in Digital Format. Grantee shall provide to Grantor each of Exhibits "A" and "C" attached hereto in Digital Format, which for purposes of this Agreement means in digital

AutoCAD R-14 or ArcView 3.2x Shapefile format, projected to the following Tarrant Regional Water District data standards: Projection: Lambert Conformal Conic, Coordinate System: Texas State Plane, Zone 5351, Units: Feet, Datum: NAD83.

TO HAVE AND TO HOLD the above-described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to all of the terms and conditions stated herein, unto the Grantee, the said Brazos Electric Power Cooperative, Inc., its successors and permitted assigns. Grantor does hereby bind itself, its successors and assigns, to WARRANT AND DEFEND all and singular the Easement unto the Grantee, the said Brazos Electric Power Cooperative, Inc., its successors and permitted assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to all of the terms and conditions stated herein.

EXECUTED this 8th day of July, 2004.

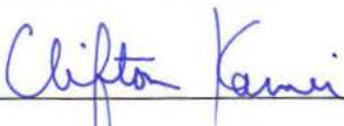
GRANTOR:

TARRANT REGIONAL WATER DISTRICT, a
Water Control and Improvement District

By: 
R. Steve Christian
Real Property Director

GRANTEE:

BRAZOS ELECTRIC POWER COOPERATIVE,
INC.

By: 
Title: Executive V.P and General Manager

Done
7/16/04


STATE OF TEXAS §
§
COUNTY OF TARRANT §

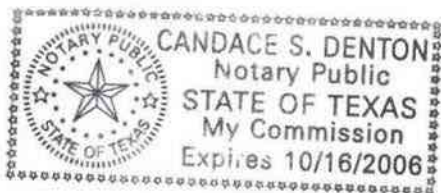
This instrument was acknowledged before me on the 8th day of July, 2004, by R. Steve Christian, Real Property Director of TARRANT REGIONAL WATER DISTRICT, a Water Control and Improvement District, on behalf of said District.



Sheila Johannessen
Notary Public, State of Texas
Printed Name: Sheila Johannessen

STATE OF TEXAS §
§
COUNTY OF McLennan §

This instrument was acknowledged before me on the 19th day of July, 2004, by Clinton Karwei, Exec. V. President & Gen. Mgr. of Brazos Electric Power Cooperative, Inc., a Texas non-profit corporation, on behalf of said corporation.

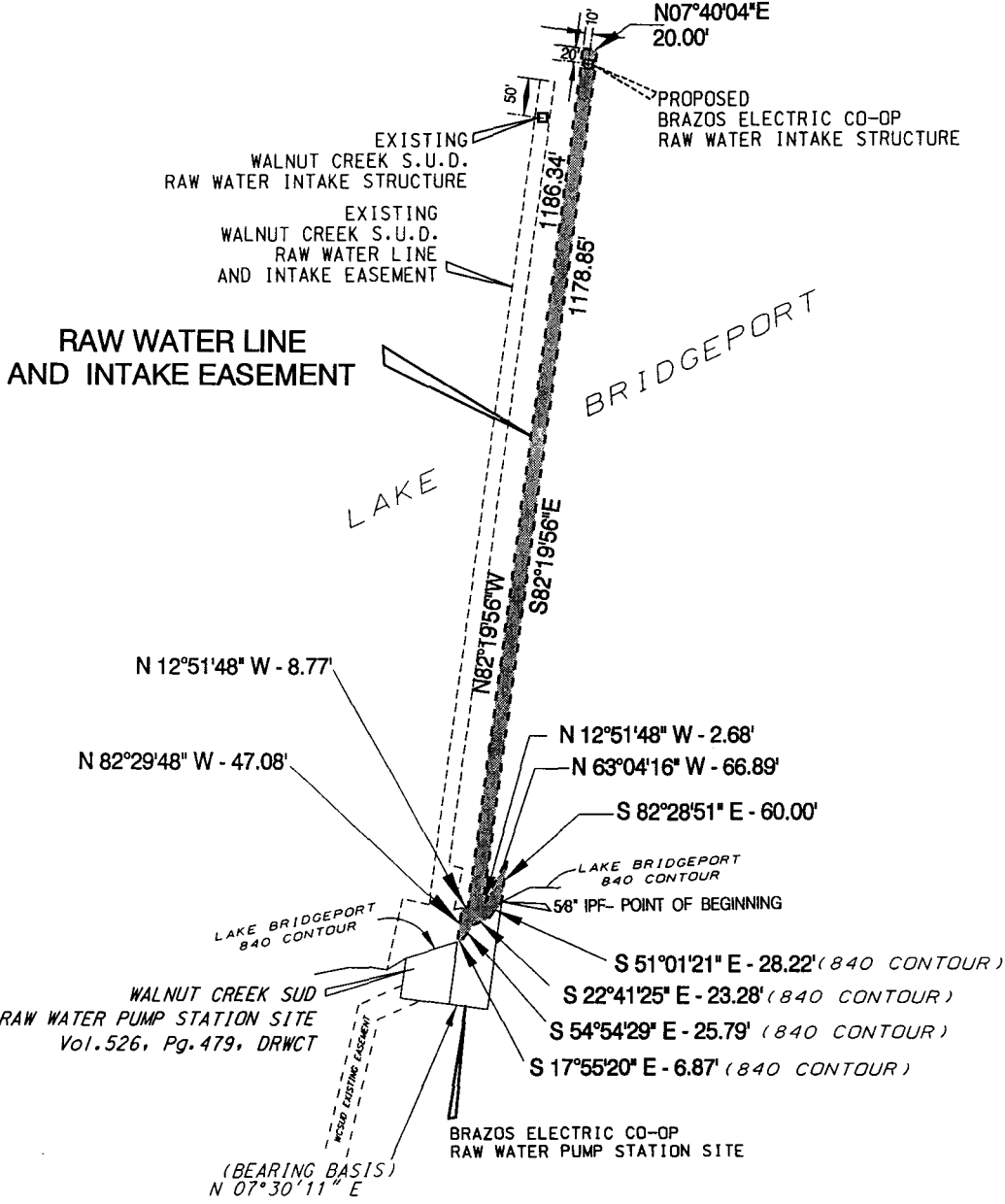


Candace S. Denton
Notary Public, State of Texas
Printed Name: 10/16/2006

AFTER RECORDING, RETURN TO:
Brazos Electric Power Cooperative, Inc.
2404 LaSalle Avenue
P. O. Box 2585
Waco, Texas 76702-2585

EXHIBIT 'A'

**BRAZOS ELECTRIC CO-OP
EASEMENT FOR RAW WATER LINE AND RAW WATER INTAKE**
25,731 SQ.FT. OR 0.590 ACRES
SITUATED IN THE G.W. ROPER SURVEY, ABST. NO. 1243
WISE COUNTY, TEXAS



NOTE:
BEARINGS BASED ON THE EAST
LINE OF A TRACT OF LAND BY
DEED WALNUT CREEK SPECIAL
UTILITY DISTRICT AS RECORDED
IN VOLUME 526, PAGE 479
BEING N 07° 30'11" E

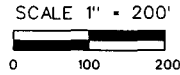
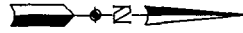
SURVEYOR'S CERTIFICATION

I, Eddie L. Cheatham of CHEATHAM AND ASSOCIATES, a Registered Professional Land Surveyor of the State of Texas, do hereby declare that the calculations, graphic depiction and legal descriptions of this survey were properly prepared under my personal supervision from an actual survey made on the ground.

Eddie L. Cheatham
Registered Professional Land Surveyor No. 2346



DATE : 3/26/04



CHEATHAM AND ASSOCIATES
1250 E. COPELAND ROAD SUITE 900
ARLINGTON, TEXAS 76011
(817) 548-0696 Fax (817)265-8532

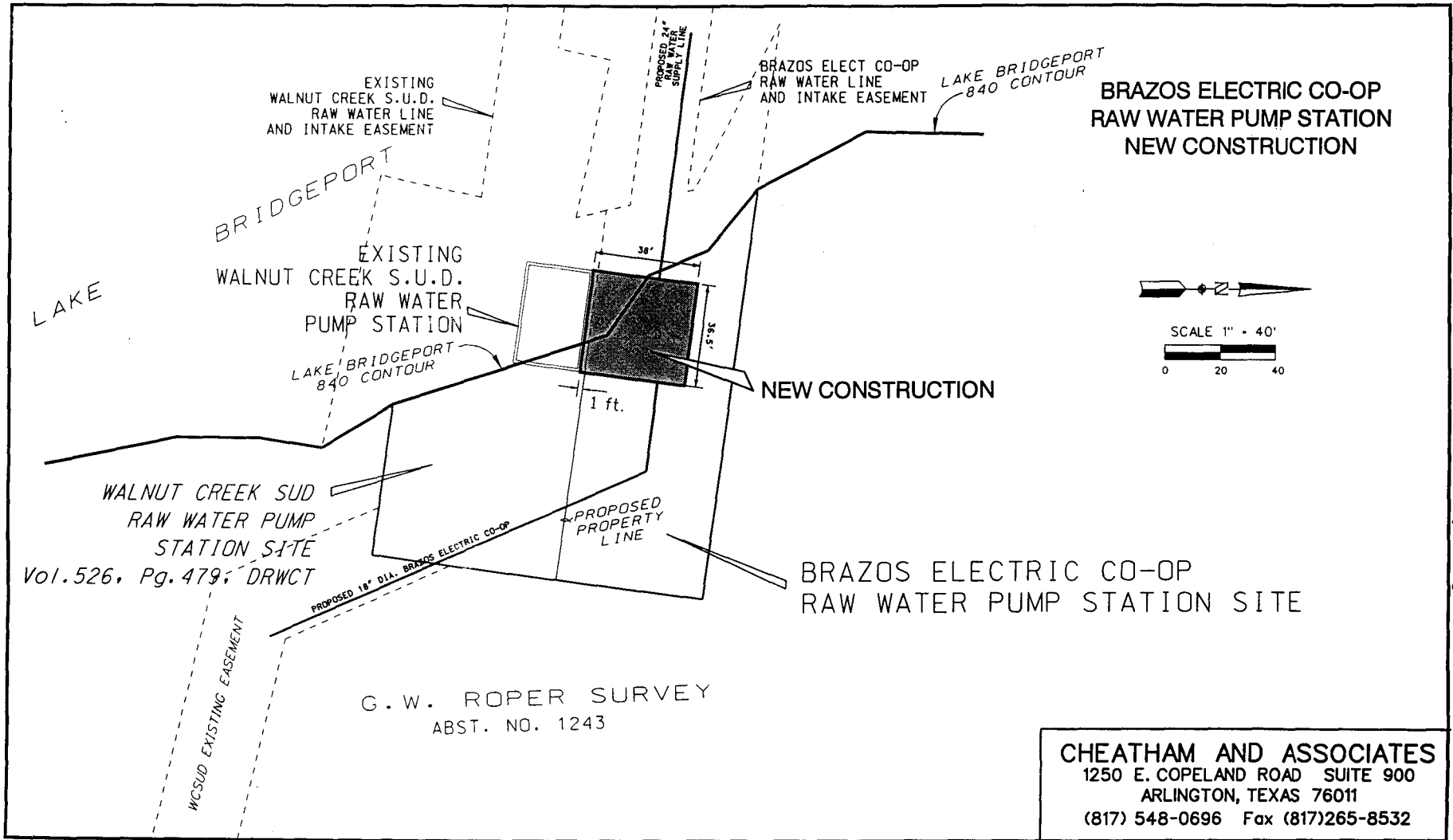
Exhibit 'B'

BRAZOS ELECTRIC CO-OP EASEMENT FOR RAW WATER LINE AND RAW WATER INTAKE

PROPERTY DESCRIPTION

Being a 0.590 acre tract of land in the G.W. Roper Survey, Abstract No. 1243, Wise County, Texas, more particularly described by metes and bounds as follows:

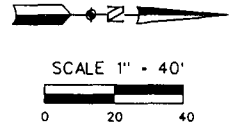
- BEGINNING at a 5/8 inch iron pin found for the northwest corner of a tract of land as described by deed to Walnut SUD recorded in Volume 526, Page 479, Deed Records, Wise County, Texas, said point being located on the 840 contour elevation line of Lake Bridgeport;
- THENCE South 51 degrees 01 minutes 21 seconds East, along a west line of said Walnut Creek SUD tract a distance of 28.22 feet, to a point for easement corner on said 840 contour line;
- THENCE South 22 degrees 41 minutes 25 seconds East, along a west line of said Walnut Creek SUD tract a distance of 23.28 feet, to a point for easement corner on said 840 contour line;
- THENCE South 54 degrees 54 minutes 29 seconds East, along a west line of said Walnut Creek SUD tract a distance of 25.79 feet, to a point for easement corner on said 840 contour line;
- THENCE South 17 degrees 55 minutes 20 seconds East, along a west line of said Walnut Creek SUD tract a distance of 6.87 feet, to a point for easement corner on said 840 contour line;
- THENCE North 82 degrees 29 minutes 48 seconds West, a distance of 47.08 feet, to a point for easement corner;
- THENCE North 12 degrees 51 minutes 48 seconds West, a distance of 8.77 feet, to a point for easement corner;
- THENCE North 82 degrees 19 minutes 56 seconds West, a distance of 1186.34 feet, to a point for easement corner;
- THENCE North 07 degrees 40 minutes 04 seconds East, a distance of 20.00 feet, to a point for easement corner;
- THENCE South 82 degrees 19 minutes 56 seconds East, a distance of 1178.85 feet, to a point for easement corner;
- THENCE North 12 degrees 51 minutes 48 seconds West, a distance of 2.68 feet, to a point for easement corner;
- THENCE North 63 degrees 04 minutes 16 seconds West, a distance of 66.89 feet, to a point for easement corner;
- THENCE South 82 degrees 28 minutes 51 seconds East, a distance of 60.00 feet, to the POINT OF BEGINNING, and containing 25,731 sq.ft. or 0.590 acres of land, more or less.



LAKE

WALNUT CREEK SUD
RAW WATER PUMP
STATION SITE
Vol. 526, Pg. 479, DRWCT

**BRAZOS ELECTRIC CO-OP
RAW WATER PUMP STATION
NEW CONSTRUCTION**



BRAZOS ELECTRIC CO-OP
RAW WATER PUMP STATION SITE

G. W. ROPER SURVEY
ABST. NO. 1243

CHEATHAM AND ASSOCIATES
 1250 E. COPELAND ROAD SUITE 900
 ARLINGTON, TEXAS 76011
 (817) 548-0696 Fax (817)265-8532

9:\067-401\exam\exam\1\orig\pumpstation.mxd 1/1/04
Monday, March 08, 2004 11:32
PLOTED BY: shms

Page of

BRAZOS ELECTRIC POWER COOPERATIVE
ATTN: : R O W DEPARTMENT
P O BOX 2585
WACO TX 76702-2585

Filed for Record in:
Wise County
Honorable Sherry Parker
County Clerk
On: Sep 10, 2004 at 10:04A

As a
Official Records

Document Number: 356279

Amount 36.00

Receipt Number - 126022

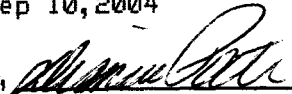
By
Diana Pate, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE
SALE, RENTAL, OR USE OF THE DESCRIBED
REAL PROPERTY BECAUSE OF COLOR OR RACE IS
INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

STATE OF TEXAS COUNTY OF WISE

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of: Wise County
as stamped hereon by me.

Sep 10, 2004

By,  Deputy

Honorable Sherry Parker, County Clerk
Wise County

CONSENT TO ASSIGNMENT

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

THAT the undersigned, Tarrant Regional Water District, a water control and improvement district, as the current owner of real property in Wise County, Texas subject to that certain Water Pipeline Easement and Right of Way Agreement, dated September 6, 2005, from the Tarrant Regional Water District to Brazos Electric Power Cooperative, Inc., a Texas electric cooperative corporation (“Brazos”), recorded under Volume 1620, Page 488 and as Document No. 378798 of the Official Records of Wise County, Texas, a copy of which is attached hereto as Exhibit “A” (as it may have been amended from time to time, the “Easement”), hereby agrees as follows:

RECITALS

WHEREAS, the undersigned understands that Brazos has entered into an asset purchase agreement for the proposed sale of certain of its electric generation and related assets, including without limitation Brazos’ rights under the Easement (the “Proposed Sale”) to Jack County Power, LLC, a Delaware limited liability company (the “Buyer”); and

WHEREAS, Brazos and the Buyer have requested that the undersigned execute this Consent to Assignment (this “Consent”).

NOW, THEREFORE, FOR TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, the undersigned hereby consents to the assignment by Brazos to the Buyer of all of Brazos’ rights, titles and interests in and to the Easement, and consents to the continuation of the Easement in full force and effect after said assignment and the consummation of the Proposed Sale, without modification. Without limiting the foregoing, the undersigned hereby waives any event of default or right of termination or modification of the Easement that would be caused by the said assignment and the consummation of the Proposed Sale.

The undersigned further understands and acknowledges that the Buyer anticipates consummating the Proposed Sale, in reliance upon this Consent and agrees that Brazos and the Buyer, their lenders and title insurance companies, and the successors and assigns of all of the foregoing, may rely upon this Consent.

This Consent shall be deemed limited solely to the assignment of the Easement by Brazos to the Buyer, and the undersigned reserves the right to consent to any further or additional assignments of the Easement in accordance with the terms of the Easement.

For all purposes under the Easement, the notice address for the Buyer, as assignee of Brazos, shall be:

Jack County Power, LLC
c/o LS Power Equity Advisors, LLC
One Tower Center, 21st Floor
East Brunswick, NJ 08816

This Consent shall be governed and interpreted by the laws of the state of Texas without regard to its conflict of law principles. Except as otherwise expressly provided in this Consent, all terms of the Easement will remain in full force and effect and will not be modified hereby or by the assignment, thereof to the Buyer. This Consent shall not be amended or modified except by an instrument in writing signed by the undersigned, Brazos and the Buyer.

This Consent is executed to be effective as of the ____ day of _____, 2023.

TARRANT REGIONAL WATER DISTRICT, a Water Control and Improvement District

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF WISE §

This instrument was acknowledged before me on _____, 2023, by _____, _____ of _____, a _____, on behalf of said _____.

Notary Public, State of Texas

EXHIBIT "A"
EASEMENT

Doc 378798 Bk OR Vol 1620 Pg 488

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

WATER PIPELINE EASEMENT AND RIGHT-OF-WAY AGREEMENT

STATE OF TEXAS *
*
COUNTY OF TARRANT *

KNOW ALL MEN BY THESE PRESENTS:

THAT TARRANT REGIONAL WATER DISTRICT, a Water Control and Improvement District, a body politic and corporate under the laws of the State of Texas, whose mailing address is P. O. Box 4508, Fort Worth, Texas 76164-0508 (herein called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by BRAZOS ELECTRIC POWER COOPERATIVE, INC., a Texas non-profit corporation, whose mailing address is 2404 LaSalle Avenue, P. O. Box 2585, Waco, Texas 76702-2585 (herein called "Grantee"), the receipt of which is hereby acknowledged, has BARGAINED, GRANTED, AND CONVEYED, and by these presents does BARGAIN, GRANT, AND CONVEY, unto the said Grantee an easement and right-of-way ("Easement") to survey, construct, reconstruct, rehabilitate, operate, maintain, inspect, alter, replace, repair, relocate within the Easement, and remove one eighteen inch (18") water pipeline, and necessary appurtenant facilities, in, under and across the lands that are described and depicted on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Land").

The terms and conditions of this Water Pipeline Easement and Right-of-Way Agreement are as follows:

1. Permitted Use. The Land shall be used by Grantee only for the construction, reconstruction, rehabilitation, operation, maintenance, inspection, alteration, replacement, repair, relocation within the Easement, and removal of one eighteen inch (18") pipeline, and necessary appurtenant facilities, for the transportation of raw or treated water and no other substances. No building, structure, or improvement other than the water pipeline, and necessary appurtenant facilities, shall be placed, constructed, or maintained in, on, or under the Land.

2. Pipeline to be Buried. Grantee shall bury the water pipeline to be constructed hereunder a sufficient depth below the surface of the ground so that the top of said pipeline shall be not less than thirty-six inches (36") below the presently existing surface of the ground; and when digging the ditch for said pipeline, Grantee shall separate the topsoil from the subsoil, as nearly as possible, and when backfilling said ditch, Grantee shall place the subsoil back into the ditch first and the topsoil last.

3. Reservation of Minerals. There is reserved from this conveyance and retained by Grantor all of the oil, gas, and other minerals in, on or under the Land, but Grantor waives all rights of ingress and egress to or from the surface of the Land for the purposes of exploring, developing, mining or drilling therefor; it being specifically agreed that no operations relating to such reservation will be conducted on the surface of the Land without Grantee's prior written permission. Nothing herein contained shall restrict or prohibit the pooling or unitization of the Land with land other than the Land, or the exploration and production of oil, gas and other minerals by means of wells that are drilled or mined that open on land other than the Land but that enter or bottom under the Land, provided that these operations do not adversely interfere with the operation and maintenance of Grantee's water pipeline. Notwithstanding the foregoing reservation, Grantee shall have the right and privilege to own, use and remove from the Land all sand, gravel, dirt, rock, and other similar materials as may be necessary in exercising the rights granted herein.

4. Approval of Plans. The water pipeline authorized hereunder shall be installed pursuant to plans and specifications to be submitted to Grantor prior to the installation of such pipeline. No operations related to the installation of such pipeline shall be commenced until the plans and specifications therefor have been submitted to and approved by the District. Grantor, by giving such approval, shall not assume any responsibility or liability with respect to such plans and specifications.

5. Additional Required Approvals. Prior to commencement of construction of the water pipeline authorized hereunder, Grantee shall obtain, in writing, all required approvals and/or permits of any governmental agency having jurisdiction with respect thereto and furnish to Grantor a copy of each such approval and/or permit.

6. Performance of Work. All work done in connection with the construction, reconstruction, rehabilitation, operation, maintenance, inspection, alteration, replacement, repair, relocation within the Easement, and removal of the water pipeline shall be performed as expeditiously as possible so as not to interfere unreasonably with the use and occupancy of the Land by Grantor, its agents, representatives, employees, licensees, and invitees. In performing the work or causing the work to be performed, Grantee shall make adequate provisions for the safety and convenience of Grantor, its agents, representatives, employees, licensees, and invitees, and shall cause all work to be cleaned up promptly in order to minimize disruption or inconvenience. Grantee shall construct, reconstruct, rehabilitate, operate, maintain, inspect, alter, replace, repair, relocate within the Easement, and remove the water pipeline at its sole cost and expense. Grantee shall perform all work necessary in connection with the construction, reconstruction, rehabilitation, operation, maintenance, inspection, alteration, replacement, repair, relocation within the Easement, and/or removal of such water pipeline in a good and workmanlike manner in conformance with sound and accepted engineering practices. After any disturbance of the surface of the Land for any purpose authorized hereunder (whether in connection with initial construction; any reconstruction, rehabilitation, replacement, alteration or repair; any operation or maintenance; any survey or inspection; any relocation within the Easement; removal; or otherwise), Grantee shall restore such surface to a condition at least as good as existed before any such disturbance. Further, if any improvements of Grantor are disturbed, damaged, or destroyed by the operations of Grantee

hereunder, Grantee agrees to replace and restore such improvements to a condition at least as good as existed before any such disturbance, damage, or destruction. The water pipeline shall at all times be constructed, reconstructed, rehabilitated, operated, maintained, inspected, altered, replaced, repaired, relocated within the Easement, and removed in a safe condition and in full compliance with all applicable federal, state, municipal, or other laws, statutes, regulations, ordinances, and orders, but not limited to all environmental protection laws.

7. Reservation of Use. Grantor reserves to itself, its successors and assigns, all rights in and to the Land and the right to use and enjoy the surface and subsurface thereof for any and all purposes so long as such use does not adversely interfere with the rights herein granted to Grantee. In addition to all other rights reserved herein, and not in limitation thereof, Grantor specifically reserves (i) the right of passage over the Land; (ii) the right to enter upon the Land for the purpose of inspection to ensure Grantee's compliance with all terms and conditions hereof; (iii) the right to enter upon the Land for any purpose connected with Grantor's operation of a water control and improvement district; and (iv) the right to use and control the waters of Lake Bridgeport.

8. Other Reservations and Exceptions to Grant. The Easement is expressly made subject to (i) any and all visible and apparent easements and rights-of-way over and across the Land, whether of record or not; (ii) any and all restrictions, reservations, covenants, conditions, oil and gas leases, and other instruments of whatsoever kind or nature, other than liens and conveyances of the surface fee estate, that affect the Land and are shown of record in Wise County, Texas, as of the date hereof; and (iii) all zoning laws, regulations, and ordinances of municipal and other governmental authorities relating to the Land, but only to the extent that they are still in force and effect.

9. No Surface Improvements. Grantee agrees that no buildings, structures, stations, regulators, or meters shall be placed on or above the surface of the Land without the prior written consent of Grantor.

10. Termination for Breach If Grantee fails to perform any covenant, undertaking or obligation contained herein (including the non-use of the Easement for a period of two (2) years or use of the Land for any purpose other than as specified herein), all rights and privileges granted to Grantee by this Water Pipeline Easement and Right-of-Way Agreement may be terminated by Grantor should Grantee not correct or rectify such alleged failure or failures within sixty (60) days from receipt by Grantee of written notice from Grantor specifying such alleged failure or failures, provided, however, if the alleged failure or failures cannot be cured within sixty (60) days of receipt of Grantor's notice with the exercise of reasonable diligence by Grantee, Grantee shall have the right to provide Grantor with a plan within such 60 day period for the appropriate actions to cure the alleged failure or failures. Should Grantee (i) not correct or rectify such alleged failure or failures within said 60-day period, or (ii) fail to diligently pursue the plan to cure, or should the parties fail to reach agreement to amend or modify the terms hereof so that Grantee will be in compliance with the terms hereof as modified or agreed to by the parties (it being expressly understood and agreed, however, that Grantor is under no obligation to agree to amend or modify any provision hereof), this Water Pipeline Easement and Right-of-Way Agreement shall terminate and be of no further force or effect.

11. Removal of Improvements Upon Termination. In the event that the Easement herein granted terminates, Grantee agrees to remove, at its sole cost and expense, all improvements placed on or within the Easement during the term hereof. If such improvements have not been removed by Grantee within ninety (90) days following the termination of the Easement, then Grantor may either (i) remove such improvements, and Grantee shall be obligated to reimburse Grantor for the full cost therefor, or (ii) retain such improvements which shall become the property of Grantor.

12. INDEMNIFICATION AND RELEASE. Grantee, on behalf of itself, its successors and assigns, hereby releases, relinquishes, and discharges, and, to the fullest extent permitted by law, agrees to indemnify, protect, defend, and hold harmless Grantor, and Grantor's officers, directors, agents, servants, employees, attorneys, successors, and assigns, from and against any and all claims, demands, liabilities, suits, causes of action, obligations, damages, injuries, losses, penalties, costs, expenses (including, without limitation, attorneys' fees, court costs, consultant fees, expert fees, and other litigation related expenses), of whatsoever kind or character of any person or entity whomsoever, directly or indirectly resulting from, arising out of or in connection with, or relating to (i) any use or occupation of the Land by Grantee or any of its officers, directors, agents, servants, employees, contractors, or subcontractors (collectively herein called "Grantee's Representatives"); (ii) any condition of the Land or any condition of the structures, equipment, facilities, or other improvements situated thereon; (iii) the construction, reconstruction, rehabilitation, operation, maintenance, inspection, alteration, replacement, repair, relocation, removal, or existence of any structure, equipment or facility authorized herein; (iv) the flooding or submergence by water of any of the Land, including the flooding or submergence of any building structure, equipment, facility or other improvement situated thereon; (v) any alleged harm or damage to Grantee or Grantee's Representatives as a result of the recession of waters of Lake Bridgeport; (vi) any violation or asserted violation by Grantee or Grantee's Representatives of any federal, state or local law, statute, rule, regulation, or ordinance relating to the environment, protection of the environment, or environmental conditions; and (vii) Grantor's approval of the plans and specifications for the facilities authorized hereunder or any work performed in connection therewith. This indemnification and release extends to and includes any and all claims for bodily injury, death, sickness, disease, property damage or destruction, consequential damage, or economic loss caused to or suffered by any person or property, including Grantee, and Grantee's agents, servants, employees, or contractors, or any other person or entity, whether such claims sound in tort, including negligence, contract, or strict liability. This indemnification and release is not limited to damages, compensation, or benefits payable under insurance policies, workers' compensation, disability benefit acts, or other employee benefit acts. **THE PROVISIONS OF THIS INDEMNIFICATION AND RELEASE SHALL REMAIN AND BE IN FULL FORCE AND EFFECT EVEN IF ANY CLAIM, DEMAND, LOSS, LIABILITY, DAMAGE, OR EXPENSE, OR CLAIM THEREFOR, BY ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY RESULTS FROM, ARISES OUT OF, OR RELATES TO, OR IS ASSERTED TO HAVE RESULTED FROM, ARISEN OUT OF, OR BE RELATED TO, IN WHOLE OR IN PART, STRICT LIABILITY OR ONE OR MORE NEGLIGENT ACTS OR OMISSIONS, BUT SPECIFICALLY EXCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR, OR ANY OF GRANTOR'S OFFICERS,**

DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, OR ANY OTHER PERSON OR ENTITY ACTING ON BEHALF OF GRANTOR, THE PARTIES INTENDING HEREBY TO SATISFY THE EXPRESS NEGLIGENCE DOCTRINE. This indemnification and release shall survive termination of this Easement.

13. Equitable Relief. Grantor and Grantee understand and agree that monetary damages would not be a sufficient remedy should either party fail to perform any of its respective covenants, undertakings, or obligations contained herein, and thus, in addition to any other legal relief to which either party ("Party A") may be entitled in the event of a violation by the other party of the provisions hereof, Party A shall be entitled to obtain such injunctive and further equitable relief from a court of competent jurisdiction as may be necessary to protect Party A's interest hereunder.

14. Prohibition on Assignment. This Water Pipeline Easement and Right-of-Way Agreement may not be assigned by Grantee, in whole or in part, without the prior written consent of Grantor, which consent will not be unreasonably withheld or delayed; provided, however, Grantee, without the approval of Grantor, may mortgage or pledge this Water Pipeline Easement and Right-of-Way Agreement to create a security interest for the benefit of the United States of America, acting through the Administrator of the Rural Utilities Service (the "RUS"). The RUS, provided that Grantee is in default of its obligations to the RUS that are secured by such security interest and the RUS has given Grantor written notice of such default, but otherwise without the approval of Grantor, may foreclose on, and purchase at a foreclosure sale, or otherwise acquire this Water Pipeline Easement and Right-of-Way Agreement pursuant to 7 U.S.C. § 907. Thereafter, the RUS may cause this Water Pipeline Easement and Right-of-Way Agreement to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such security interest provided the RUS has given Grantor thirty (30) days prior written notice of its intention to sell, assign, transfer or otherwise dispose of this Water Pipeline Easement and Right-of-Way Agreement and indicating the identity of the intended third-party assignee or purchaser. No permitted sale, assignment, transfer or other disposition shall release or discharge Grantee from its obligations under this Water Pipeline Easement and Right-of-Way Agreement.

15. Acceptance of Water Pipeline Easement and Right-of-Way Agreement. By signing this Water Pipeline Easement and Right-of-Way Agreement, Grantee has agreed to and accepted the terms, conditions, benefits, and obligations contained herein. Grantor has agreed to grant the Easement in reliance upon Grantee's representation that Grantee agrees to and accepts the terms, conditions, benefits, and obligations contained herein.

16. Binding Effect. The terms and provisions of this Water Pipeline Easement and Right-of-Way Agreement shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns and shall be covenants running with the land.

17. Entire Agreement. This Water Pipeline Easement and Right-of-Way Agreement contains all of the agreements between the parties respecting the subject matter hereof, and no prior

representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this instrument.

18. Amendments. No amendments, modifications, or revisions of this Water Pipeline Easement and Right-of-Way Agreement shall be effective unless made in writing, dated subsequent to the date hereof, and signed by the parties hereto, or their respective successors or assigns.

TO HAVE AND TO HOLD the above-described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to all of the terms and conditions stated herein, unto the Grantee, the said Brazos Electric Power Cooperative, Inc., its successors and assigns. Grantor does hereby bind itself, its successors and assigns, to WARRANT AND DEFEND all and singular the Easement unto the Grantee, the said Brazos Electric Power Cooperative, Inc., its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject, however, to all other terms and conditions stated herein.

EXECUTED this 6th day of September, 2005.


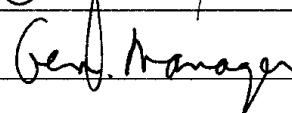
GRANTOR:

TARRANT REGIONAL WATER DISTRICT, a Water Control and Improvement District

By: 
R. Steve Christian
Real Property Manager

GRANTEE:

BRAZOS ELECTRIC POWER COOPERATIVE, INC., a Texas non-profit corporation

By: 
Title: 



STATE OF TEXAS *
*
COUNTY OF TARRANT *

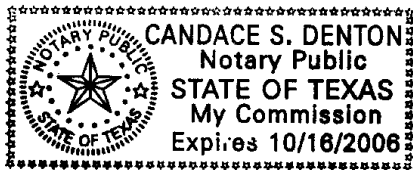
The foregoing instrument was acknowledged before me on this 6th day of September, 2005, by R. Steve Christian, Real Property Manager of Tarrant Regional Water District, a Water Control and Improvement District, on behalf of said District.



Richard B. Carroll
Notary Public, State of Texas
Printed Name: Richard B. Carroll
My Commission Expires: 3/11/08

STATE OF TEXAS *
*
COUNTY OF TARRANT *

The foregoing instrument was acknowledged before me on this 27th day of September, 2005, by Clifton Karnes, Cell Site President + Gen. Mgr. of Brazos Electric Power Cooperative, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



Candace S. Denton
Notary Public, State of Texas
Printed Name: Candace S. Denton
My Commission Expires: 10/16/2006

AFTER RECORDING, RETURN TO:

Brazos Electric Power Cooperative, Inc.
2404 LaSalle Avenue
P. O. Box 2585
Waco, TX 76702-2585

**BRAZOS ELECTRIC CO-OP
WATER LINE AND
ACCESS EASEMENTS**

EASEMENT DESCRIPTIONS

Being a portion of a tract of land by deed to Tarrant County Water Control and Improvement District No. 1, and being more particularly described by metes and bounds as follows:

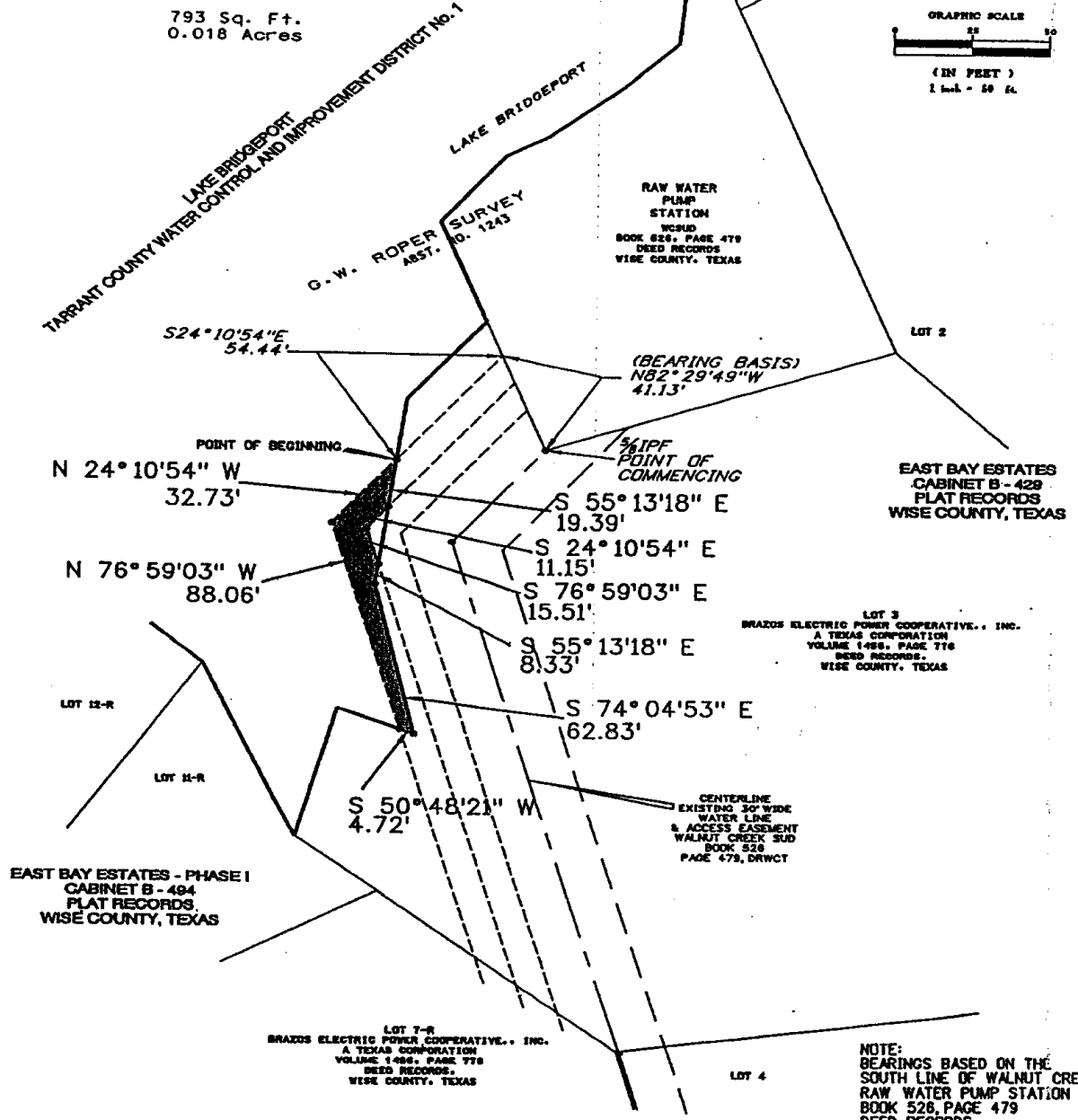
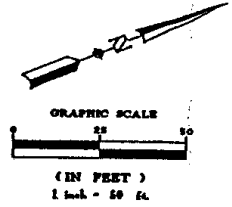
- COMMENCING** at a 5/8 inch iron pin found for the southeast corner of a tract of land by deed to Walnut Creek Special Utility District (WCSUD) as shown on deed recorded in Book 526, Page 479, Deed Records, Wise County, Texas(DRWCT), said tract of land also known as the raw water intake site;
- THENCE** North 82 degrees 29 minutes 49 seconds West, along the south line of said WCSUD tract a distance of 41.13 feet;
- THENCE** South 24 degrees 10 minutes 54 seconds East, a distance of 54.44 feet, to the **POINT OF BEGINNING**, said point being in a southwest line of Lot 3, East Bay Estates, as recorded in Cabinet B, Page 429, Plat Records, Wise County, Texas;
- THENCE** South 55 degrees 13 minutes 18 seconds East, a distance of 19.39 feet, to a point for easement corner;
- THENCE** South 24 degrees 10 minutes 54 seconds East, a distance of 11.15 feet, to a point for easement corner;
- THENCE** South 76 degrees 59 minutes 03 seconds East, a distance of 15.51 feet, to a point for easement corner;
- THENCE** South 55 degrees 13 minutes 18 seconds East, a distance of 8.33 feet, to a point for easement corner;
- THENCE** South 74 degrees 04 minutes 53 seconds East, a distance of 62.83 feet, to a point for easement corner;
- THENCE** South 50 degrees 48 minutes 21 seconds West, a distance of 4.72 feet, to a point for easement corner;
- THENCE** North 76 degrees 59 minutes 03 seconds West, a distance of 88.06 feet, to a point for easement corner;
- THENCE** North 24 degrees 10 minutes 54 seconds East, a distance of 32.73 feet, to the **POINT OF BEGINNING**, and containing 793 Sq. Ft. or 0.018 acres of land.

Exhibit "A"

EASEMENT EXHIBIT

BRAZOS ELECTRIC COOP WATER LINE & ACCESS EASEMENT

793 Sq. Ft.
0.018 Acres



SURVEYOR'S CERTIFICATION

I, Eddie L. Cheatham of CHEATHAM AND ASSOCIATES, a Registered Professional Land Surveyor of the State of Texas, do hereby declare that the calculations, graphic depiction and legal descriptions of this survey were properly prepared under my personal supervision from an actual survey made on the ground.



Eddie L. Cheatham
Registered Professional Land Surveyor No. 3011

DATE : 4/12/05

Exhibit "A"

CHEATHAM AND ASSOCIATES
1250 E. COPELAND ROAD SUITE 900
ARLINGTON, TEXAS 76011
(817) 548-0696 Fax (817)265-8532

E:\007-401\resolutions\Additional 51 Easement - East Bay Estates\040205 - 1.dwg

Filed for Record in:
Wise County
Honorable Sherry Parker-Lewan
County Clerk
On: Nov 21, 2005 at 10:32A

As a
Official Records

Document Number: 378798

Amount 34.00

Receipt Number - 146423

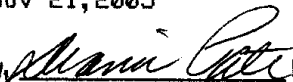
By
Diana Pate, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE
SALE, RENTAL, OR USE OF THE DESCRIBED
REAL PROPERTY BECAUSE OF COLOR OR RACE IS
INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

STATE OF TEXAS COUNTY OF WISE

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of: Wise County
as stamped hereon by me.

Nov 21, 2005

By  Deputy

Honorable Sherry Parker-Lewan, County Clerk
Wise County

SEGREST AND SEGREST
28015 W HWY 84
MCGREGOR TEXAS 76657

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 17

DATE: June 20, 2023

SUBJECT: Consider Approval of Settlement of Claims in the Integrated Pipeline Project - Williams (732) Lawsuit

DISCUSSION:

This agenda item is pending negotiations and is subject to review and approval by the TRWD Board of Directors.

Next Scheduled Board Meetings

Board Budget Workshop: July 17, 2023 at 3:00 PM

Monthly Meeting: July 18, 2023 at 9:00 AM