

Victory Rock LLC Permit Hearing
Item #4b



Phone: 254-914-0120 Fax: 254-933-8496
P.O. Box 1989, Belton, TX 76513
Every drop counts!

APPLICATION FOR NON-EXEMPT WELL CLASSIFICATION 2

A **NON-EXEMPT WELL, CLASSIFICATION 2** is a well that satisfies the following conditions:

- 1) A water well used for purposes other than domestic, livestock or poultry; or
- 2) A water well that is drilled, equipped or completed so that it is capable of producing more than 25,000 gallons/day.

Check one of the following:

DRILLING PERMIT

(Complete Sections 1, 2, 3, 4 & 7)

New Well

Replacement Well

OPERATING PERMIT

(Complete Sections 1, 5 & 7, update Sections 2, 3, & 4 if different from Drilling Permit)

Water to Remain in District

Water to be Exported Outside District*

PERMIT AMENDMENT

Modify Drilling Permit (Complete Sections 1,2,3,4 & 7)

Modify Operating Permit (Complete Sections 1,5 & 7)

Change in Well Ownership (Complete Sections 1 & 7)

An application for an **Operating Permit** must be filed within 30 days of completing a new well, or reworking/re-equipping an existing well.

A **Hydrogeological Report** is required for 1) Operating Permit applications requesting an annual maximum permitted use of more than 37 acre-feet; or 2) amendments to increase production or production capacity of a public water supply, municipal, commercial, industrial, agricultural or irrigation well with an outside casing diameter greater than 6 5/8 inches as discussed in District Rule 6.9.2.

*Requests to export water outside the District must also complete Section 7.

Per Rule District Rule 9.3 and State Law TDLR all *State of Texas Well Reports* are due to the District within **60 days of well completion**.

NEW Per District Rule 9.3.3 at completion of all wells Water Quality Assessment is required by the Pump Installer and/or Well Driller. District Staff will provide screen test, sample bottles, and coordinate with Pump Installer or Driller to retrieve the sample within **45 days of the well completion**. Temporary pump to purge the well is required should the well not have pump permanently installed in first 45 days. This requirement is for operating permits 37 ac. ft. or less.

1. Owner Information

Note: If well owner is different from property owner, provide documentation from property owner authorizing well construction and operation.

Well Owner: Victory Rock Texas, LLC Email: scusick@victoryrockusa.com Telephone No.: 5127171499

Address: 215 Rocky Coast Drive Austin TX 78738
(Street or P.O. Box) (City) (State) (Zip Code)

Contact Person (if other than owner): Scott Cusick Telephone No.: _____

If ownership of well has changed, name of previous owner _____ State Well No. _____

2. Property Location & Proposed Well Location

Owner of property (if different from well owner): Byron Goode

Property is located 1.5 miles W of Prarie Dell on Solana Ranch Rd
(Number) (N,S,E,W) (Nearest City or Town) (Name of Road)

Acreage: 3.359 Bell CAD Property ID: 107127 Latitude: 30.87806 Longitude: 97.60944

3. Well Description (Submit if State of Texas Well Report is available)

a. Proposed use of well and estimated amount of water to be used for each purpose:

30 acre-ft/yr _____ *Domestic; _____ Livestock/Poultry; _____ Agricultural/Irrigation;
Industrial; _____ **Public Supply; _____ Other.

*Total number of houses to be serviced by the well _____

**Notice is required of any application to the TCEQ to obtain or modify a Certificate of Convenience and Necessity to provide water or wastewater service with water obtained pursuant to the requested permit.

b. Estimated distance from nearest: (feet)

500 _____ N / S Property Line; 700 _____ E / W Property Line; _____ Existing Septic Leach Field;
3000 _____ River, Stream or Lake; 700 _____ Existing Water Well; _____ Livestock Enclosure;
Other Source of Contamination (cemetery, pesticide mixing/loading, petroleum storage tank, etc.) _____

c. Estimated rate of withdrawal (GPM): 20 d. Is property subject to flooding: Yes No

e. Is there another well on the property? Yes No f. Is the well part of a multi-well aggregate system? Yes No
If yes, how many wells? 1 List State Well Numbers: _____

g. Attach the following:

- tax plat map indicating the location of the proposed well or the existing well to be modified, the subject property, and adjacent owners' physical addresses and mailing addresses. (Bell CAD maps if current will be accepted)
- Indicate the location of the proposed well or the existing well to be modified with a circle and dot, and the distance to the well from property lines.
- CUWCD will provide the location of all existing wells within 1/2 mile radius of the proposed well or the existing well to be modified.

NOTE: If this is a replacement well, indicate location of well that is being replaced and distance from the proposed well. **Abandoned well must be properly capped or filled in accordance with state law and the rules of the District.**

Required: Pump Installer / Well Driller Information (Required by Law)

Name: _____ TDLR Pump Installer License Number _____
 Address: _____ TDLR Well Drillers License Number _____
 (Street or P O Box) _____

 (City) (State) (Zip Code) _____

 (Phone #) (Fax #) (E-mail address) _____

4. Completion Information

Provide the following information to the extent known and available at the time of application.

NOTE: Provide the complete driller's log and any mechanical log, or chemical analysis, within 60 days of completion of well. Well must be drilled within 30 feet of the location specified and not closer to any existing well or authorized well site than the District's minimum spacing rule requires.

If amending existing permit, explain requested amendment and reason for amendment:

Proposed Total Depth of Well: 1,280 ft; Borehole Diameter (Dia) 9 inches (in) from 0 to 140 ;
 Dia. (2) 7 in. from 140 to 1,280 Casing: Material steel ; Inside Diameter (ID) 6 in;
 Screen: Yes No Screen Type slotted ss ; Screen Dia. 4.5 in from 1200 to 1280 ft;
 # of Packers 2 ; Pump Type: submersible ; Power: electric ; Horsepower Rating 5 ;
 Depth: 600 ft; Column Pipe ID: 6 in. Date Completed _____

Proposed Water Bearing Formation: Lower Trinity **2 to 6 (DA)**

5. Operating Permit

NOTE: If requesting operating permits or permit renewals for multiple wells, please attach a separate sheet with the information requested below for each well.

Current operating permit annual production: 0 Requested increase/decrease: 30 acre-ft/yr

Include statement/documentation explaining requested production:

Number of contiguous acres owned or leased on which water is to be produced: 283 acres

Total annual production requested with this operating permit: 30 acre-ft acre-feet or 9,776,000 gallons

Requested annual volume to be exported out of the District: 0 Gallons (0 % of total pumpage)

NOTE: (1 acre-foot = 325,851 gallons) Withdrawals from all non-exempt wells Classification 2 must be reported to the District monthly by the 10th of the following month

6. Export Requirements

If water is to be exported outside the District, describe the following issues and provide documents relevant to these issues:

- The availability of water in the District and in the proposed receiving area during the period requested.
- The projected effect of the proposed export on aquifer conditions, depletion, subsidence or effects on existing permit holders or other groundwater users within the District.
- How the proposed export is consistent with the approved regional water plan and certified District Management Plan.

7. Certification

I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief. I certify to abide by the terms of the District Rules, the District Management Plan, and orders of the Board of Directors. I agree to comply with all District well plugging and capping guidelines as stated in the District Rules.

Scott Cusick 03/15/2021
 Typed Name of the Owner or Designee Date

PERMIT TERMS: *Drilling Permits*— effective for 365 days from the date the permit application is approved by the Board. *Combination Drilling / Operating Permits*—effective until the end of the calendar year in which it is issued. Permits may be renewed by the General Manager, subject to any changes necessary under proportional adjustment regulations, District Rules, or the District Management Plan.

SPACING/ACREAGE REQUIREMENTS: Refer to District Rules, Section 9.5. For a well with a column pipe size of 2" or less, a minimum tract size of 2 acres is required, with a 100' setback from other well sites, and a 50' setback from property lines. Acreage and setbacks increase with larger column pipe size.

NOTICE REQUIREMENTS: Permit applicants must provide notice of filing as follows: 1) publication in a newspaper of general circulation in the District; and 2) certified mail, return receipt requested, to all adjacent property owners and owners of wells located within 1/4 mile radius of the existing well or proposed well that is the subject of the application. The District will provide the appropriate forms for notification. Applicant must provide 1) proof of publication of public notice; and 2) proof of receipt by certified mail of the public notice to property owners as

SUBMIT FOR ADMIN REVIEW



03/15/2021

Mr. Dirk Aaron
Clearwater UWCD
700 Kennedy Ct
Belton, TX, 76513

Dear Mr. Aaron;

Atlas Technical Consultants is submitting this application on behalf of Victory Rock Texas, LLC (VR) who will operate the well according to the permit upon approval of the Board.


The 283-acre property is owned by Byron Goode and is leased by Victory Rock Texas LLC for the purpose of mining and crushing aggregates.

The Jarrell Plant is currently authorized under a Tier II Standard Permit (No. R09108323940). A NSR Air Permit is currently under review for authorization that will increase allowable production. Victory Rock Texas LLC is in good standing with the TCEQ.

The wash plant will produce approximately 400,000 tons of material annually. The rock crushing and screening will operate 7300 hours annually and produce 4,380,000 tons annually. Dust suppression spray bars will operate while crushers and screens operate. A water truck will be used for road dust suppression. Approximately 30 acre-ft/yr of water will be required to operate the crushing and washing operations and dust suppression annually.

The operator will capture and reuse water using a 1-acre sedimentation pond with an estimated depth of 14 ft. The water will be pumped from the pond to an above ground water storage tank that will supply the crushing and washing operations and dust suppression as necessary.

The proposed well will produce water from the Lower Trinity (Hosston Formation) with the top of the screened interval at approximately 1,200 ft BGL. VR is currently taking cost estimates from local well drillers.



If you have any questions, please contact Jon Taliaferro (phone: 361-215-9994, email: jon.taliaferro@oneatlas.com).

Sincerely,

Atlas Technical Consultants

Jon Taliaferro

Project Manager

Enclosure

APPLICATION FOR NON-EXEMPT WELL CLASSIFICATION 2

Bell CAD Property Information

Jarrell Memo of Lease

Clearwater Underground Water Conservation

PO Box 1989
Belton, TX 76513

Invoice

Invoice #: 142
Invoice Date: 4/28/2021
Due Date: 4/28/2021
Project:
P.O. Number:

Bill To:

Victory Rock Texas, LLC
531 East 770 North
Orem, UT 84097

Date	Description	Amount
4/28/2021	Permit Application Fee (Lower Trinity)	3,500.00
Total		\$3,500.00
Payments/Credits		-\$3,500.00
Balance Due		\$0.00

Payment Receipt

Clearwater Underground Water Conservation
PO Box 1989
Belton, TX 76513

Received From:

Victory Rock Texas, LLC
Victory Rock Texas, LLC
531 East 770 North
Orem, UT 84097

Date Received	04/29/2021	Payment Amount	\$3,500.00
Payment Method	Check		
Check/Ref. No.	5840		

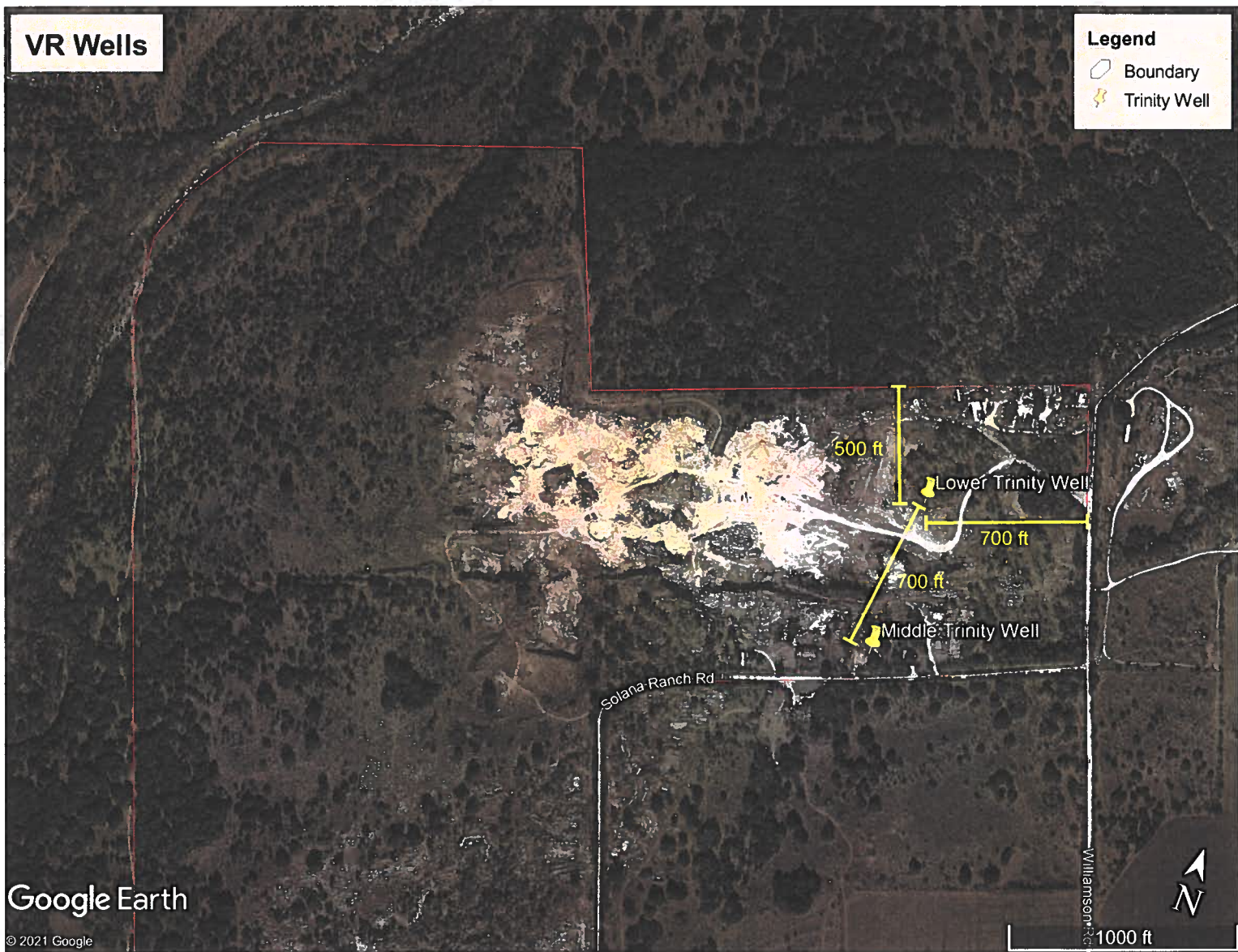
Invoices Paid

<u>Date</u>	<u>Number</u>	<u>Amount Applied</u>
04/28/2021	142	-\$3,500.00

VR Wells

Legend







- Boundary
- Trinity Well





Clearwater UWCD Virtual Bore

Latitude	30.87806	Approximate Ground Surface Elevation
Longitude	-97.60944	
		754.90

Top Elev. (ft)	Bottom Elev. (ft)		Depth to Formation (ft)*	Formation Thickness (ft)*	Formation (Geologic Unit)
754.90	365.516		0	389.384	Walnut
365.516	-108.547		389.384	474.063	Glen Rose
-108.547	-154.587		863.447	46.040	Hensell
-154.587	-428.810		909.487	274.223	Pearsall, Cow Creek Limestone and Hammett Shale
-428.810	-685.402		1183.710	256.592	Hosston
-685.402			1440.302		Undifferentiated

*Depths / Thicknesses are not to scale

Disclaimer: This product is for informational purposes only and has not been prepared for or suitable for legal, engineering, or other purposes. All representations in this virtual bore represent only the approximate relative depths and thicknesses based on geological interpretation and extrapolation of available well data. Additional data may modify one or more of these formation surfaces. The Clearwater Underground Water Conservation District expressly disclaims any and all liability in connection herewith.

Victory Rock Texas
Jarrell Rock Crushing Plant
Groundwater Water Usage Determination

	Worst-Case Scenario Annual Groundwater Need	
	gal/yr	acre-ft/yr
Washplant	8929476	27
Dust Suppression	865050	3
Total	9794526	30

Victory Rock Texas
Jarrell Rock Crushing Plant
Dust Suppression Water Usage Determination

Item	Number of Items	Number of Nozzles	Gal/min/nozzle	Loads/day	Gal/load	Gallons/minute	Gallons/day	Days/yr	Gallons/yr	Acre/ft-yr
Dust Suppression Spray Bars	6	3	0.5	-	-	9	10800	365	3942000	12.10
Water Truck	1	-	-	1	5000	-	5000	365	1825000	5.60
									Total Use	17.70
									Total Ground Water Use	2.65

Notes:

Dust Suppression Spray Bars operate 20 hours per day.

Dust Suppression Spray Bars are located at crushers and screens.

Water trucks are for dust suppression sitewide.

Avg of 1 truck load per day.

Assume 85% recapture of water.

Input Values

Mine Name: VR Jarrell	Storage pond surface area in acres: <u>1</u>	Months without rainfall (worst-case): <u>6</u>
Tons of material washed annually: 400,000	Average pond depth in feet: <u>14</u>	Rainfall runoff collection efficiency: <u>60%</u>
Working days per year: <u>365</u>	Pond catchment area in acres: <u>80</u>	Wash water shipped with material: <u>5%</u>
Working hours per day: <u>20</u>	Average evaporation in inches: <u>54.39</u>	Wash water return flow infiltration loss: <u>10%</u>
Sprayer nozzles: <u>18</u>	Average precipitation in inches: <u>33.05</u>	Additional contingency: <u>0%</u>
Minimum GPM per nozzle: <u>1</u>	Maximum GPM per nozzle: <u>2</u>	

VR Jarrell Mine Water Use Estimates

1,096 tons of washed material daily		
59,178 low estimate of daily water use in gallons	0.18 low estimate of daily water use in acre-feet	66.29 low estimate of annual water use in acre-feet
118,356 high estimate of daily water use in gallons	0.36 high estimate of daily water use in acre-feet	132.58 high estimate of annual water use in acre-feet

VR Jarrell Mine Water Loss Estimates

3.31 minimum annual water loss for water shipped in washed material in acre-feet	0.01 minimum daily water loss for water shipped in washed material in acre-feet
6.63 maximum annual water loss for water shipped in washed material in acre-feet	0.02 maximum daily water loss for water shipped in washed material in acre-feet
6.63 minimum annual water loss for return flow infiltration in acre-feet	0.02 minimum daily water loss rate for return flow infiltration in acre-feet
13.26 maximum annual water loss rate for return flow infiltration in acre-feet	0.04 maximum daily water loss rate for return flow infiltration in acre-feet
1.78 annual net evaporative loss estimate in acre-feet	0.00 average daily net evaporation in acre-feet
0.03 Minimum daily consumptive use in acre-feet	0.05 Maximum daily consumptive use in acre-feet

VR Jarrell Mine Water Input Estimates

14 volume of pond in acre-feet
132.20 annual volume of rainfall runoff collected in pond in acre-feet
4 potential volume to refill pond resulting from a 1-inch rain in acre-feet

VR Jarrell Mine Worst-Case Groundwater Use Estimates

131 working days in worst-case scenario	23.83 Estimated minimum worst-case groundwater needs in acre-feet
4.00 estimated soil re-wetting volume in acre-feet	27.40 Estimated maximum worst-case groundwater needs in acre-feet

RECORDING REQUESTED BY
Victory Rock Texas, LLC

Exhibit B
Memorandum of Agreement Form

FILED FOR RECORD
At 12:25 O Clock P M

WHEN RECORDED MAIL TO
Victory Rock Texas, LLC
10447 South Jordan Gateway
South Jordan, UT 84095

✓ 1/10

531 E 770N.
Orem, UT 84097

JAN - 6 2016

Dorothy Costen
COUNTY CLERK BELL COUNTY, TX

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT dated this 27th day of May, 2015, is made on behalf of Victory Rock Texas, LLC, a Utah limited liability company, whose address is 10447 South Jordan Gateway, South Jordan, Utah, 84095 (referred to hereinafter as "Lessee").

Pursuant to a Lease Agreement by and between Byron Goode (referred to hereinafter as "Lessor") and Lessee, Lessor leased to Lessee the real property described on Exhibit A (referred to hereinafter as the "Property") attached hereto and incorporated herein by this reference.

This Memorandum of Agreement is prepared to provide record notice that Lessee holds these rights as long as certain obligations are met for Three (3) years and has the option to extend the term for Five (5) additional Ten (10) year terms. This Memorandum of Agreement is prepared for the purpose of recordation, and in no way replaces, modifies, or alters the provisions of the aforementioned Land Lease Agreement.

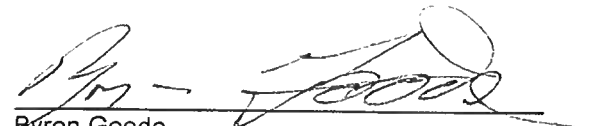
The undersigned hereby acknowledges and affirms to the below named notary public that (1) [s]he appeared before such notary public and on behalf of the above named corporation or limited liability company by proper authority, either executed the foregoing document before such notary public or acknowledged to such notary public that the undersigned executed the foregoing document,


DATED effective this 27th day of May, 2015.

LESSOR

LESSEE

Victory Rock Texas, LLC, a Utah limited liability company

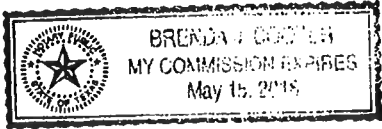

Byron Goode


Scott Cusick, CEO

ACKNOWLEDGMENT
INDIVIDUAL

STATE OF Texas }
COUNTY OF Williamson } ss.

On this 27 day of May, 2015, before me personally appeared Byron Goode known to me (or proved to me on the basis of satisfactory evidence) to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

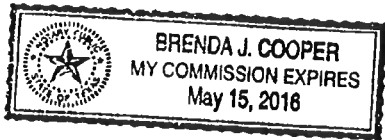


Brenda Cooper
Notary Public

ACKNOWLEDGMENT
CORPORATE

STATE OF Texas }
COUNTY OF Williamson } ss.

On this 27 day of May, 2015, before me personally appeared Scott Cusick known to me (or proved to me on the basis of satisfactory evidence) to be the person who is described in and who executed the within instrument as CEO of Victory Rock Texas, LLC and acknowledged to me that he executed the same.



Brenda Cooper
Notary Public

EXHIBIT A

Legal descriptions

283 Acres as described in the Site Plans Dated March 20, 2015 for the Jarrell North Pit and the Goode Ranch South Pit combined.

Official Receipt for Recording in:

Bell County Clerk
P.O. Box 480
Belton, Texas 76513

Issued To:
VICTOR ROCK TEXAS LLC
531 E 770 N
ORERN UT 84097

Recording Fees

Filing Type	Number	Voln	Page	Time	Recording Amount
Recordings	00000391	09509	00916	12:24:20p	19.00
	DR-GOODE BYRON				
	IN-VICTORY ROCK TEXAS LLC				

19.00

Collected Amounts

Payment Type	Amount
Credit Card BUOPDF0227B1	19.00

19.00

Total Received : 19.00
Less Total Recordings: 19.00

Change Due : .00

Thank You
SHELLEY COSTON - County Clerk

By - Destinee Wilson

Receipt# Date Time
0257119 01/06/2016 12:24p



Charles Jones
Treasurer
101 East Central Avenue Ground Floor
Belton TX 76513

Receipt

Location: 12

Employee: 210

Transaction Information

Transaction Type: County Clerk RECORDING Fees

ID: RECORDONG

Year: 2016

Amount Due: \$19.00

Convenience Fee: \$3.00

Total Amount Due: \$22.00

Payment Information

Payment Method: Credit Card

Card Type: VISA

Card Holder Name: CUSICK/SCOTT

Reference #: 155954

Transaction #: BU0PDF0227B1

Authorization #: 111111

Processed Date: 01/06/2016

Processed Time: 12:24:07 PM

Please Sign Here:

Transaction Details

Phone #: 8015091239

Home

Thank you for your payment!

Your credit card statement will reflect this transaction with the name
GOVERNMENT PAYMENTS.

If you should have any questions regarding your credit card transaction you can
call us at 956-682-3466 during our business hours of 8:00 AM to 5:00 PM Central
Standard Time on Monday through Friday.

Copyright 2012.

Executive Summary

Staff Report
Application for a Combination Drilling/Operating Permit
N2-21-001P



Applicant/Owner: Victory Rock LLC
c/o Jon Taliaferro Sage ATC Environmental Consulting LLC
715 Discovery Blvd., Suite 301, Cedar Park TX 78613

Location of Well:
283-acre tract located at 7170 Solana Ranch Rd West, Jarrell Texas 76537-5008, to produce groundwater for beneficial use for the purpose of mining and crushing aggregates.

Latitude 30.87806°
Longitude -97.60944°

Proposed Annual Withdrawal:	Proposed Use	Aquifer:	Nearest Existing Wells:
Rate : @ 20 gpm Withdrawal/Well: 30 acre/feet/year 9,775,000 gallons	Mining & Crushing Aggregates	Hosston Layer of the Trinity Aquifer (known as the Lower Trinity)	Total: 1 wells @ 1/4 mile 6 wells @ 1/2 mile.

General Information

Victory Rock Texas LLC, by Project Manager, Jon Taliaferro with Sage ATC Environmental, has made application to the Clearwater Underground Water Conservation District (CUWCD) on March 15, 2021 for a Combination Drilling/Operating permit to authorize production of groundwater not to exceed 30 ac-ft (9,775,000 gallons) per year from a new well (N2-21-001P) completed in the Hosston Layer of Trinity aquifer to produce water for beneficial use for the purpose of mining and crushing aggregates.

Victory Rock Texas LLC is proposing a combination drilling/operating permit with agreed upon special provisions that allow permitted production on property leased from Byron Goode totaling 283 contiguous acres. The permit condition is to include an advanced aquifer 36-hour pumping test of the proposed new well with enhanced aquifer monitoring to correlate the permitted production with additional understanding of the aquifer conditions in the Hosston Layer of the Trinity Aquifer. The test is designed to yield additional valuable data for Victory Rock and CUWCD for general regulatory purposes and assist the District and other well owners with in-depth scientific discernment of the Hosston Layer of the Trinity aquifer and potential radius of influence on wells within ½ mile of the existing well.

Special Provisions will be discussed with the board should the permit be approved, to ensure compliance per set-back requirements, well construction, district access, water level measurements and conservation. If approved the operating permit is renewable annually by CUWCD staff, unless the permittee fails to meet all required reporting, and/or other special agreed upon provisions. The applicant understands that the applicant must comply with district rules should conditions of the Lower Trinity Aquifer merit curtailment of all permit holders in accordance with District Rules and Chapter 36 necessary to meet the DFC under statutory requirements.

CUWCD consulting hydrogeologist, Mike Keester LRE Water LLC, has reviewed the application, and has conducted the required drawdown analysis per district rules.
(*see attached Keester Geoscience Evaluation*)

CUWCD consulting Hydrogeologist Allan R. Standen and Vince Clause provide the district and applicant an Environmental Assessment of the Victory Rock LLC site to determine and advise the applicant on potential karst features necessitating the applicant conduct a Geologic Assessment of the site. For the record, neither TCEQ nor the District have the regulatory authority to require said assessment. After receiving an in-depth presentation from the District and its consultants on May 6, 2021, Victory Rock representatives agreed to taking said advice into consideration and will testify to that in the hearing.

CUWCD General Manager, District General Counsel and District Consultants have reviewed the applications for the well and participated with the district staff on January 4, 2021 and again on May 6, 2021 to discuss the merits of the application with both Sage Environmental and Victory Rock LLC. The consultants on the call were Mike Keester, Dr. Joe Yelderman and Vince Clause. Discussion was focused on the Lower Trinity application, potential “*agreed upon special provisions*”, drilling contractor verification, TCEQ permitting and retention pond design for protection of the underlying aquifer. Additional discussion was related to the District’s desire to have the underlying aquifer (Edwards BFZ) assessed for geologic karst features and structures that could potential be a conduit for degradation of the water quality and quantity of the groundwater.

CUWCD consulting hydrogeologist, Mike Keester LRE Water LLC, has reviewed the application, and has conducted the required drawdown analysis per district rules and recommended the well be metered and measured monthly during the life of the permit. Mr. Keester has also recommended a geophysical log of the open hole be obtained at the completion of drilling and a 24 to 72 hour pump test be conducted to assess aquifer transmissivity.

CUWCD general counsel has also reviewed the applications for the well and participated with the district staff and stakeholder discussions necessary prior to the scheduled hearing on May 12, 2021.

General Council has advised district GM on the following elements of the application for which the district board of directors may deliberate on.

Per Rules 6.9 and 6.10

In deciding whether or not to issue a permit, the Board must consider the following:

1. **Does the application contain all the information requested, is the application accurate? Does it meet spacing and production limitations identified by District Rules, and does it conformed to all application requirements which include public**

notification and accompanied by the prescribed fees? (Rule 6.10.24(a)(b), TWC 36.116(a)(1), TWC 36.113(d)(1) and Rule 6.9.1(b)(1)(2)

The application is complete—all requested information has been provided. The application conforms to said rules with all required application fees. In addition, the applicant has met all notification requirements in a proper manner per District Rules.

- 2) **Is the proposed use of water dedicated to a beneficial use? (TWC 36.113(d)(3) and District Rule 6.10.24 (d).**

The water produced from the existing well will be used for mining operation and equipped to 20 gpm/well. This does qualify as a beneficial use under district rules and chapter 36.

- 3) **Has the applicant agreed to avoid waste and achieve water conservation? (TWC 36.113(d)(6) and Rule 6.10.24(f)**

The applicant has agreed to avoid waste and achieve water conservation by signing the application form stating compliance with the District's Management Plan and "agreed upon special permit provisions" that include documentation that a site-plan for runoff containment which includes a prescribed retention pond engineered with a professionally installed poly-liner to prevent unwanted water discharge to the underlying aquifer. The engineered retention ponds are a part of the required TCEQ SWP3.

The applicants and their representatives understand that the District requires recapture and reuse of all water used in the washing and crushing operation to achieve water conservation.

- 4) **Has the applicant agreed that reasonable diligence will be used to protect groundwater quality and that the applicant will follow well plugging guidelines at the time of well closure? (TWC 36.113(d)(7) and Rule 6.10.24(g))**

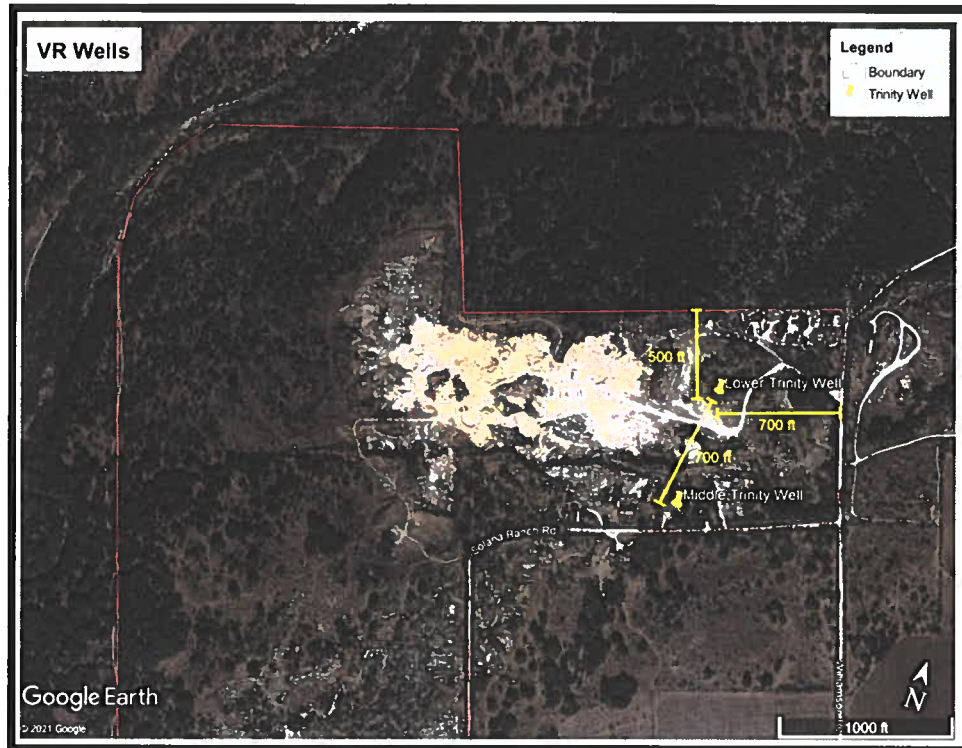
The applicant has agreed to provide at a specified time "agreed upon special provision" to provide the district documentation of the TCEQ APO, SWP3 and the EPA Spills Prevention, Control & Countermeasure plan known as SPCC Plan.

The applicant has agreed (*by signing the application form*) should the well deteriorate over time or be damaged in such a way that the well is inoperable that state law and district rules require such well to be plugged before a replacement well can be drilled.

- 5) **Will the proposed water well comply with spacing and production limitations identified in our rules? (TWC 36.116(a)(1) and Rule 6.10.24(b)) and Rule 9.5.2**

The well be equip to produce 30 ac-ft/year and the proposed column pipe size at a diameter of 2-6 inch. Based on 2-inch column pipe size, a minimum size tract of 2 acres is required, with a 100-foot spacing requirement from other wells. Should the applicant need to increase in column pipe size to 6-inch the existing spacing requires 300-foot setback from adjacent properties thus the well site documents 500 ft and 700ft respectfully thus appears to be sufficient. Specificity is found in Rule 9.5.2.

(see map of the proposed site)



The District rules do not impose production limitations other than those determined applicable in the review of the today's permit request or to prevent unacceptable level of decline in water quantity or quality of the aquifer, or as may be necessary to prevent waste and achieve water conservation, minimize as far as practicable the drawdown of the water table or the reduction of artesian pressure, lessen interference between wells, or control and prevent subsidence. These issues are considered in Items 6 & 7 below and with staff recommendations to address potential concerns of adjacent property owners.

6) **Will the proposed use of water unreasonably affect existing groundwater and surface water resources or existing permit holders?**

Total: 1 well within 1/4 mile and 6 wells within 1/2 mile

All wells are listed as exempt in our database and 3 completed to the Edwards BFZ aquifer and the remaining completed to the Middle Trinity Aquifer.
(attached proposed Victory Rock LLC Map)

Mike Keester, Hydrogeologist, LRE Water, has reviewed this application and has determined anticipated drawdown and has provided his conclusions and recommendations stating that the proposed permitted amount of 30-acre feet/year will not diminish the ability of other exempt aquifer users to produce water for a beneficial use from the Lower Trinity Aquifer known as the Hosston Layer of the Trinity.

His drawdown analysis state that the well would have no or negligible impact on the Middle Trinity Wells in the defined ½ mile radius of the proposed well. Mr. Keester

will testify as needed. (*see Supplement hydrogeologic review dated February 24, 2021*).

Additionally, the District, to the extent possible, must issue permits up to the point the total volume of exempt and permitted groundwater production will achieve the applicable Desired Future Condition (DFC) per **TWC 36.1132(a)(b) and Rule 6.10.25(a)(b)(c)(d)(e)**.

7) The proposed use of water is consistent with the District's Groundwater Water Management Plan related to the approved DFC and the defined available groundwater for permitting.

The District's Management Plan reflects a groundwater availability figure in the Middle Trinity Aquifer of **7193 ac-ft/year Model Available Groundwater**. The District has reserved 178 ac-ft/year for exempt well use thus **3100.96 ac-ft/year** is technically available for permitting. Currently the district has permitted out **3914.04 ac-ft/year**.

The board, per the district management plan, has evaluated groundwater available for permitting the three Layers of the Trinity Aquifer and most recently evaluated the available groundwater for permitting (*consistent with the management plan as stated on pages 9-11*).

The requested permit amount relative to the **modeled available groundwater** MAG determined by the Texas Water Development Board (TWDB) based on the desired future conditions (DFCs) established by the District for the Middle and Lower Layers of the Trinity Aquifer was set by CUWCD based on drawdown of 137 feet and 330 feet respectfully for the next 60 years. These drawdowns were approved by the board in January 2019. To achieve this DFC, the TWDB used a model that indicated the MAG was equal to 7193 ac-ft/year for the Hosston Layer (Lower) Trinity Aquifer.

A summary of YTD 2020 permit production, HEUP & OP Permit Analysis, pending applications and *Exempt Well Reservations for the Trinity Aquifer, per District Report (*see attached Trinity Aquifer Status Report, May 2021*).

8) The Modeled Available Groundwater calculations determined by the Executive Administrator of the Texas Water Development Board.

Refer to #7 above. The modeled available groundwater will not be exceeded by granting this 30-acre feet/year permit. (*see attached Trinity Aquifer Status Report, May 2021*).

9) The Executive Administrator of the Texas Water Development Board's estimate of the current and projected amount of groundwater produced under the exemptions in District Rule 8.3.

Refer to #7 above. Reservation of Modeled available groundwater for **exempt well** use will not be exceeded by granting this permit. 178 ac-ft/year vs 53 ac-ft estimated to be used annually in the Lower Trinity. (*see 2020 district exempt use report*)

- 10) **The amount of groundwater authorized under permits previously issued by the District.**
Refer to #7 above. Existing permits do not exceed the managed available groundwater (*modeled available groundwater – exempt well use = Managed available groundwater*) for the Middle Trinity Aquifer (83 ac-ft per year remaining).
- 11) **A reasonable estimate of the amount of groundwater that is produced under permits issued by the District is determined.**
The total permitted amounts for wells in the Lower Trinity Aquifer in 2020 was **3914.04 acre-feet** and the actual production in 2020 was **1119.97 acre-feet (27.45%)** of permitted amount. (*Figures are based upon monthly production reports submitted to Clearwater by the permit holders in 2020*).
- 12) **Yearly precipitation and production patterns.**
Clearwater is currently in no drought management stage based on the PDI system (average running total annual rainfall) over the Aquifer in the District, is currently at **27.46** inches of rain received in the last 365 days (5/4/2021) thus 83.21% of annual expected rainfall of 33 inches. The Lower Trinity permit holders in all of 2020 have used only 27.45% of total permitted amounts in the Lower Trinity Aquifer. Permit holders did not exceed their total permitted amounts in 2020. The gravity of the drought of 2011-2013, 2018 and again in summer of 2020 necessitated the need for all permit applications to be evaluated based on conservative needs and usage that is not contradicted by the current voluntary drought contingency plan stage.

Conclusions:

- CUWCD well records indicate that 1 existing well (Edwards BFZ) is located within a ¼-mile radius and 2 existing wells (Edwards BFZ) and 4 existing wells (Middle Trinity) within ½ of the proposed. These wells are listed as exempt with confirmed depths in the either the Edwards BFZ and/or Middle Trinity Aquifer.
- Proposed annual permit amount of 30 acre-feet (9,755,000 gallons/year) is an amount that will not adversely impact exempt well owners in the defined ½ mile radius of the proposed operating well from the Lower Trinity causing.
- The applicant has provided letters documenting (at the Board’s request) three licensed pump installers and well drillers availability and estimated timelines as follows:
 - Associated Drilling Co: *Lead Time is 3-4 weeks from notice to proceed and 1 week to complete.*
 - Hydro Resources: *Lead Time is 60 days from notice to proceed with a 1-2 week timeframe to complete.*
 - Associated Well Services: *Lead Time is 8-12 weeks from notice to proceed with a 1-2 week timeframe to complete*
- The applicant has also procured the services of William Gamblin, the Gamblin Engineering Group, LLC to provide professional service for Victory Rock USA LLC (Victory Rock) for designing and compiling the Lower Trinity Rock aquifer well as well as addressing Clearwater Underground Water Conservation District (CUWCD) concerns during construction when transecting the underlying Edwards BFZ Aquifer to avoid

improper impacts to any karst feature encountered during drilling and constructions He also will work with CUWCD in such a manner provided on-site engineer assurance of the well meets the district's and TDLR rules for construction.

- Gamblin Engineering Group will work with the driller and CUWCD to conduct the required long-term pumping test and geophysical log.
- CUWCD will assist with the pumping test and procure Well Scope to conduct the prescribed geophysical log.
- The long-term effects from the proposed well at the requested pumping amount is less than negligible and the effect will have no noticeable long-term effect on aquifer water levels per Keester's review, thus the drawdown will not diminish the ability of other exempt aquifer users to produce water for a beneficial use. (*see attached Keester's Report*)

Recommendations:

- 1) The application for the Victory Rock LLC will need to be discussed in the public hearing and options to mitigate the concerns of the district and the affected exempt well owners.
- 2) The "standard permit provisions" for the new well, if permitted for 30 ac-ft/year that the applicant install the prescribed meter and tremie tube for manual observation. This would allow for district to monitor static water levels monthly as well as production.
- 3) The applicant has agreed to provide at a specified time as "agreed upon special provisions" in the permit that they will provide the district documentation of the:
 - a. TCEQ Aggregate Production Operations (APO) Registration,
 - b. TCEQ Storm Water Pollution Prevention Plan (SWP3),
 - c. EPA Spills Prevention, Control & Countermeasure plan (SPCC Plan).
- 4) The applicant has agreed to provide at a specified time as "agreed upon special provisions" that assure that they will avoid waste and achieve water conservation by in compliance with the District's Groundwater Management Plan that include documentation that a site-plan for runoff containment which includes a prescribe retention pond engineered with a professionally installed poly-liner to prevent unwanted water discharge to the underlying. The retention ponds engineered and are part of the required TCEQ SWP3. The applicants and their representatives understand that the District appreciates that recapture and reuse of all water used in the washing and crushing operation helps achieve water conservation.
- 5) Applicant has also stated that they understand the need for an ongoing Geologic Assessment to understand the nature of the underlying karst aquifer and the need for an understanding of karst features and will develop a strategy to address and protect said features.

Attachments are as follows:

<i>Mike Keester, PG Supplement Report for 2 ac-ft</i>	<i>02/24/2021</i>
<i>Allen R. Standen, PG Technical Memorandum</i>	<i>05/06/2021</i>
<i>CUWCD Trinity Aquifer Status Report</i>	<i>05/12/2021</i>
<i>CUWCD 2019 Exempt Well Estimate of Use Report</i>	<i>12/31/2020</i>
<i>CUWCD Site Map</i>	<i>See Attached</i>
<i>Applications, fees and Notification Affidavit</i>	<i>See Attached</i>

LRE
Hydrogeologic Review



Technical Memorandum

To: Dirk Aaron, General Manager –
Clearwater Underground Water Conservation District

From: Michael R. Keester, PG

Date: May 6, 2021

Subject: Hydrogeologic Review of the Victory Rock, LLC Application for Non-Exempt Well Classification 2 Completed in the Lower Trinity Aquifer

This technical memorandum provides information related to our review of the permit application with the following parameters:

- **Proposed Well ID:** *N2-21-001P*
- **Well Name:** *Victory Rock LLC*
- **Tract Size:** *3.359 acres (283 contiguous acres)*
- **Column Pipe Size:** *Unspecified*
- **Aquifer:** *Hosston Layer of the Trinity Aquifer (Lower Trinity)*
- **Proposed Annual Production:** *30 Acre-Feet per Year*
- **Proposed Instantaneous Pumping Rate:** *Unspecified – Assume 50 gallons per minute*

The potential effects of the proposed production on local water levels in the aquifer are calculated using the Theis equation¹ which relates water level decline (that is, drawdown) to the pumping rate of a well and properties of the aquifer. While the equation does not account for aquifer conditions which may affect the calculation of long-term water level declines (for example: aquifer recharge, faulting, or changes in aquifer structure), it does provide a very good, reliable, and straightforward method for estimating relatively short-term drawdown in and near a well due to pumping. As the duration of pumping and distance from the well increase, the uncertainty in the calculated drawdown also increases. To assess the potential effects from the proposed production, we used values from the groundwater availability model (GAM) datasets².

¹ Theis, C.V., 1935, The Relation Between the Lowering of the Piezometric Surface and the Rate and Duration of Discharge of a Well Using Ground-Water Storage: American Geophysical Union Transactions, v. 16, p. 519-524.

² Groundwater availability model (GAM) datasets include the Northern Trinity/Woodbine GAM (for the Middle Trinity Aquifer) and the modified Northern Trinity/Woodbine GAM (for the Lower Trinity Aquifer).

A transmissivity value is essentially a measure of how easily water can move through an aquifer. In the Theis equation, with all other factors being equal, a higher transmissivity value results in less predicted drawdown. The GAM dataset indicates the transmissivity of the Lower Trinity Aquifer at the applicant's well location is about 24,000 gallons per day per foot (gpd/ft).

There are currently no other wells completed in the Lower Trinity Aquifer within one mile of the applicant's well. Table 1 presents the range in calculated drawdown at the proposed well using the transmissivity value from the GAM. For *1-Day Drawdown*, we applied the proposed instantaneous pumping rate for a period of 24 hours. For *30-Day Drawdown*, we assumed peak pumping during the summer of about 15 percent more than the average monthly amount (that is, the proposed annual production rate divided by 12 then multiplied by 1.15). For *1-Year Drawdown*, we used the proposed annual production amount.

Table 1. Predicted drawdown at the proposed Victory Rock, LLC Lower Trinity well (CUWCD ID: N2-21-001P).

Well Name	1-Day Drawdown (feet)	30-Day Drawdown (feet)	1-Year Drawdown (feet)
Victory Rock LLC (N2-21-001P)	4	2	2

The predicted drawdown at the well location is about two (2) feet after one year at the proposed production rate of 30 acre-feet per year with no drawdown in the nearby Middle Trinity wells. Also, predicted drawdown one-quarter mile from the well would be negligible.

According to the District virtual bore tool, the Lower Trinity Aquifer (that is, Hosston Formation) is about 1,100 feet BGL and 150 feet thick (see Figure 1). Based on current conditions and the depth to the top of the aquifer, we would expect Lower Trinity Aquifer water levels to remain above the minimum pumping level for about 40 years (see Table 2).

Table 2. Estimated years of groundwater available to the well from the Lower Trinity Aquifer based on available information.

Parameter	Value
Static Water Level	400 feet BGL
Top of Screen	1,100 feet BGL
Minimum Pumping Water Level	1,080 feet BGL
Current Available Drawdown	680 feet
1-Year Drawdown	2 feet
Instantaneous Drawdown	4 feet
1-Year Pumping Water Level	406 feet BGL
1-Year Available Drawdown	674 feet
Approx. Annual Water-Level Decline	15 to 20 feet per year
Approx. Groundwater Availability	34 to 45 years

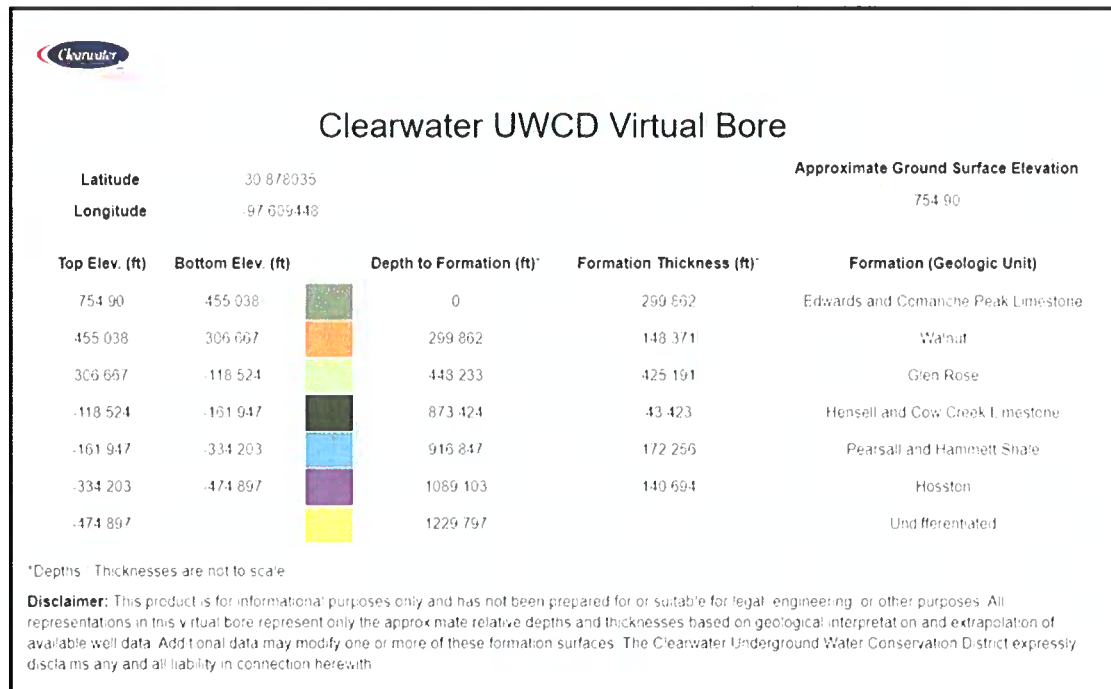


Figure 1. Estimated depth to the formations at the applicant's well location

Conclusions and Recommendations

The predicted drawdown in the Lower Trinity from the proposed production is only about two (2) feet at the well location. There are no nearby wells completed in the Lower Trinity Aquifer and the drawdown caused by a well completed in the Lower Trinity would have no or negligible impact on a well completed in the Middle Trinity Aquifer. Predicted drawdown one-quarter mile from a well completed at the site in the Lower Trinity Aquifer and producing 30 acre-feet per year would be negligible.


As a "N2" permitted well, we are aware the applicant will be required to have a meter on the discharge pipe and a water-level monitoring tube installed in the well. The following summarizes our additional recommendations associated with approval of the operating permit:

- Upon discussion and coordination with the District, consider the installation of automated water-level monitoring equipment, for potential incorporation into the District's water-level monitoring network.
- Obtain a geophysical log of the open hole following drilling
- Conduct a 24 to 72 hour pumping test to assess aquifer transmissivity
- Coordinate with District staff regarding the specifications for the geophysical logging and pumping test

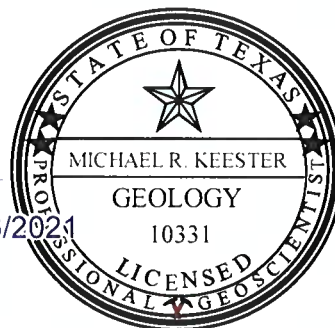
If you have any questions regarding our review, please let us know.

Geoscientist Seal

This report documents the work of the following licensed professional geoscientist with LRE Water, LLC, a licensed professional geoscientist firm in the State of Texas (License No. 50516).


Michael R. Keester, P.G.
Senior Project Manager | Hydrogeologist

05/06/2021



Standen/Clause
Technical Memorandum

Technical Memorandum

To: Dirk Aaron, General Manager
Clearwater Underground Water Conservation District

From: Allan R. Standen, Hydrogeologist P.G. 1227

Date: May 5, 2021

Subject: Victory Rock TX LLC continue Operating Permit Application for two acre-ft/year and Combination Drilling & Operating permit for 30 acre-ft/year in an Environmentally Sensitive Recharge Area within the Salado Creek Watershed

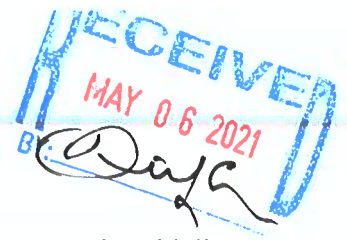


On behalf of the Clearwater UWCD, Allan R. Standen, LLC (ARS LLC) has reviewed the location and surrounding area of proposed operating permit N2-20-007G and combination drilling and operating permit N2-21-001P. Using GIS, Google Earth, geospatial data and pre-existing research within the Salado Creek Watershed, ARS LLC believes the proposed operating permit is in an environmentally sensitive recharge area for the Salado Creek Watershed springs and underlying aquifers. In the Salado Creek watershed, karst landforms (dissolution of the Edwards limestone that leads to caves and interconnected fracture systems) provide the main pathways for recharge/discharge to the underlying aquifer/nearby springs. Please see supporting evidence below.

- 1) Excerpt from "The Caves of Bell and Coryell Counties" suggest the possibility of a cave near the proposed operating/drilling permit. See page 2 and figure 1 page 3.
- 2) Nearby drilling reports suggest Karst development below land surface from ~ 60-158 feet below land surface (CUWCD E-14-017P, E-18-106P, E-18-107P and E-02-1230G). Figure 1 page 3.
- 3) Multiple nearby springs that have formed through karst development (TWDB SWN 58-03-903, 58-03-907, 58-03-905, 58-04-703). Figure 1 page 3.
- 4) USGS Salado Creek Gain/Loss Study sites #2 and #3 indicate that this is a gaining portion of the watershed system with recorded gains ranging from four different events ranging from 0.342 and 2.405 cubic feet per second (cf/sec) per mile. Figure 1 page 3.
- 5) Numerous studies within the Salado Creek watershed that support an interconnected karst system (Baylor Geological Studies, USGS, ARS LLC, etc.)

With the points cited above, ARS LLC believes that these proposed permits are likely within a recharge zone for the Salado Creek watershed springs and underlying aquifers. We recommend that this well and a selected adjacent well be monitored quarterly for turbidity and water levels. We also recommend that a formal geologic/environmental site assessment be conducted by the applicant's consultant.





Excerpts from "The Caves of Bell and Coryell Counties" TSS Vol. 2, No. 4 McKenzie and Reddell
(1968)

HARRISON QUARRY CAVE

Bell County (#3)

Georgetown 30' Quadrangle

Owner: Mr. Harrison

Description: This cave is now completely destroyed by quarrying operations, but it was originally a fairly large and beautiful cave. Many formations taken from the cave are in the possession of the manager of the quarry.

Ref: TSS files

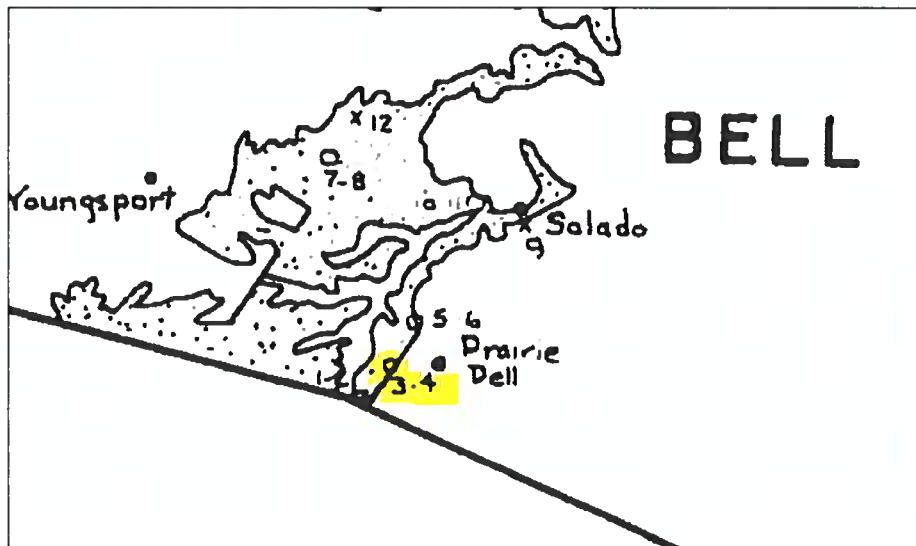
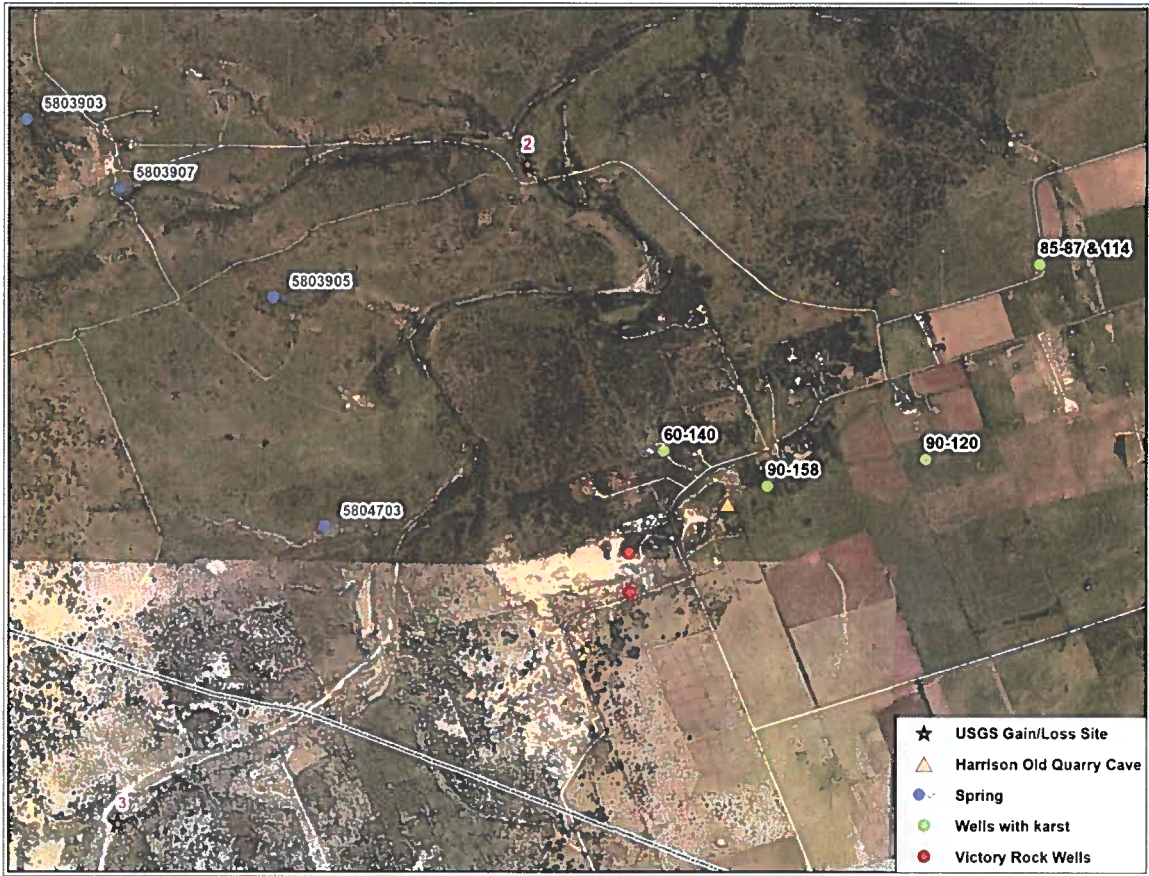


Figure 1

RECEIVED
MAY 06 2021
BY *[Signature]*



Trinity Aquifer Status Report

Trinity Aquifer Status Report – May 2021

<u>DFC Analysis Over Time</u> (2000-Present) Modeled Available Groundwater			<u>HEUP and OP Permit Analysis</u> Relative to the Modeled Available Groundwater			<u>2021 YTD</u> <u>Total Prod.</u> Jan - Apr 468.27 Ac-ft 10.37%		<u>Pending Applications</u>		<u>Exempt Well Reservations</u>		
Trinity Aquifer (by layer)	DFC Adopted * Average Drawdown (by layer)	MAG ** Ac-ft	HEUP Ac-ft (by layer)	OP Ac-ft (by layer)	Total Permitted Ac-ft (by layer)	2020 YTD Prod. (by layer)	2021 YTD Prod. (by layer)	Available for Permitting Ac-ft (by layer)	Pending Applications Ac-ft (by layer)	Exempt Well Reserve Ac-ft (by layer)	2020 Exempt Well Use Estimate Ac-ft (by layer)	Available Exempt Use Ac-ft (by layer)
		Current										
Pawluxy	NA	0	0	0	0	0	0	0	0			0
Glen Rose (upper)	-1.38 ft/yr -83 ft/60 yrs	974	61.9	72.13	134.03	25.85	1.54	146.97	0	693	194	499
Hensell (middle)	-2.28 ft/yr -137 ft/60 yrs	1099	259.3	208.40	467.70	93.69	18.27	83.30	***2.00	548	524	24
Hosston (lower)	-5.50 ft/yr -330 ft/60 yrs	7193	1181.4	2732.64	3914.04	1119.97	448.46	3100.96	*** 1732.8	178	53	125
Total		9266	1502.6	3013.17	4515.77	1239.50 (27.45%)	468.27 (10.37%)	3331.62	1702.8	1419	771	648

*Desired Future Conditions (DFC) is the description of how the aquifer should look in the future (60 years).

**The Modeled Available Groundwater (MAG) is the estimated amount of water available for permitting assigned to Clearwater UWCD by the Executive Administrator of TWDB.

***Pending applications

Trinity Oasis LLC Operating Permit N2-13-002P (1702.8 ac-ft/yr) (this permit amount not reflected in Trinity Aquifer total permit amount; production contingent on TCEQ approval and plant construction)

Victory Rock LLC Operating Permit N2-20-007G (2.00 ac-ft/yr) from the Hensell

Victory Rock LLC Operating Permit N2-21-001P (30.00 ac-ft/yr) from the Hosston

2020 Exempt Well Use Summary



CUWCD Exempt Well Use Summary

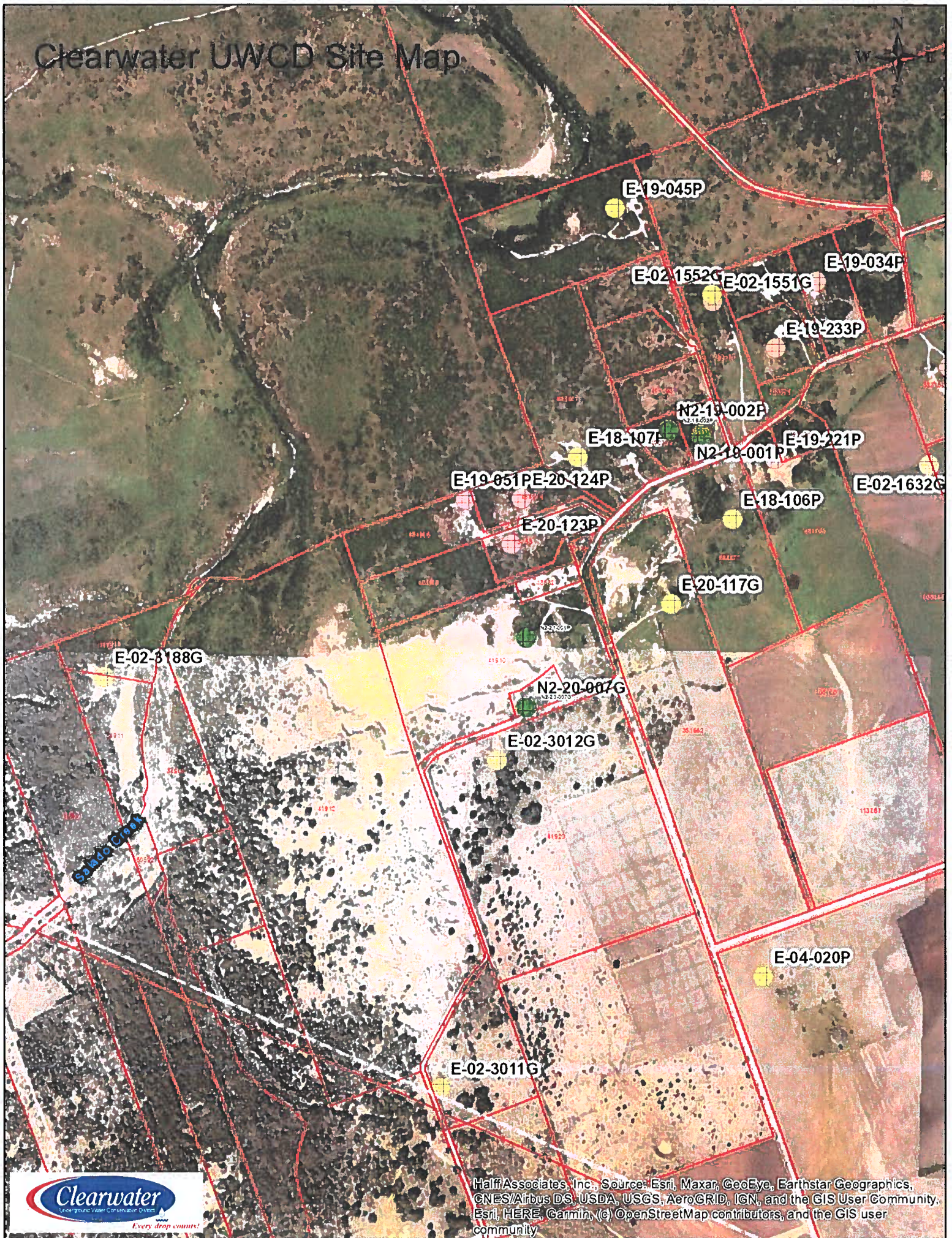
As of: 5/7/2021

Aquifer	Total Active Registered Exempt Wells ³	Registered Domestic Wells	Estimated Domestic Use Gallons/Day ^{1,2}	Estimated Domestic Use Ac-ft/Year ^{1,2}	Registered Stock Wells	Estimated Stock Use Gallons/Day ⁴	Estimated Stock Use Ac-ft/Year ⁴	Total Estimated Use Gallons/Day ⁷	Total Estimated Exempt Well Use Ac-ft/Year ⁷	MAG Reserved Exmpt Well Use
Glen Rose (Upper Trinity)	437	355	103,859	116	82	70,848	79	174,707	196	
Hensell (Middle Trinity)	915	857	401,648	450	58	50,112	56	451,760	506	
Hosston (Lower Trinity)	147	136	39,788	45	11	9,504	11	49,292	55	
Trinity (Total) ⁶	1,499	1,348	545,295	611	151	130,464	146	675,759	757	1,419
Edwards BFZ	833	701	205,085	230	132	114,048	128	319,133	357	825
Edwards Equivalent	494	391	114,391	128	103	88,992	100	203,383	228	
Buda	28	15	4,388	5	13	11,232	13	15,620	17	
Lake Waco	8	3	878	1	5	4,320	5	5,198	6	
Austin Chalk	226	142	41,544	47	84	72,576	81	114,120	128	
Ozan	166	118	34,522	39	48	41,472	46	75,994	85	
Pecan Gap	67	44	12,873	14	23	19,872	22	32,745	37	
Kemp	15	11	3,218	4	4	3,456	4	6,674	7	
Alluvium	586	378	110,588	124	208	179,712	201	290,300	325	
Other ⁵	1,590	1,102	322,401	361	488	421,632	472	744,033	833	
CUWCD Total Active	3,922	3,151	1,072,781	1,202	771	666,144	746	1,738,925	1,948	

- Domestic use estimate assumes 106 gallons/person per day (USGS estimate of domestic use outside of a municipal water system) and 2.76 persons/household (U.S. Census Bureau, Population Estimates Program (PEP) July 1, 2019)
- Benjamin G. Wherley, Ph.D. Associate Professor- Turfgrass Science & Ecology Dept. of Soil and Crop Sciences Texas A&M University estimate of 2,000ft² warm season turfgrass requires 38,855gal/yr/lawn or 106gal/day/lawn; "Ranchette" Avg. lawn size is 13,042ft², 6.5X larger; 6.5 X 106gal/day/lawn= 689gal/day/lawn; -217 "Ranchette" Middle Trinity Wells; 689 X 217=an additional 150,924gal/day/lawn; **490ac-ft/yr or an 89% increase in Middle Trinity exempt well use from the 2018 estimate of 258ac-ft/yr.**
- Exempt well use estimate factors out all plugged, capped, monitor and inactive wells in the database.
- Source of stock water estimates is Texas Agrilife Extension @ 18 gallons water per day per cow. Livestock water use estimates are based on the 2017 Census of Agriculture, USDA National Agricultural Statistics Service. 36,868 cows / 771 stock wells= 48 cows/stock well; 48* 18gpd= 846 gal/day/stock well, **747ac-ft/yr or a 34% increase in annual stock use from the 2018 estimate of 556ac-ft/yr.**
- The "Other" designation is the total of minor aquifer and alluvium source designation of the exempt wells.
- Trinity Aquifer wells registered with unknown depth are assigned to the Middle Trinity per Board decision.
- All estimates of groundwater use by exempt well owners is based on assumptions and scientific data, but by no means are they to be interpreted as recommended practices by CUWCD.

CUWCD Site Map

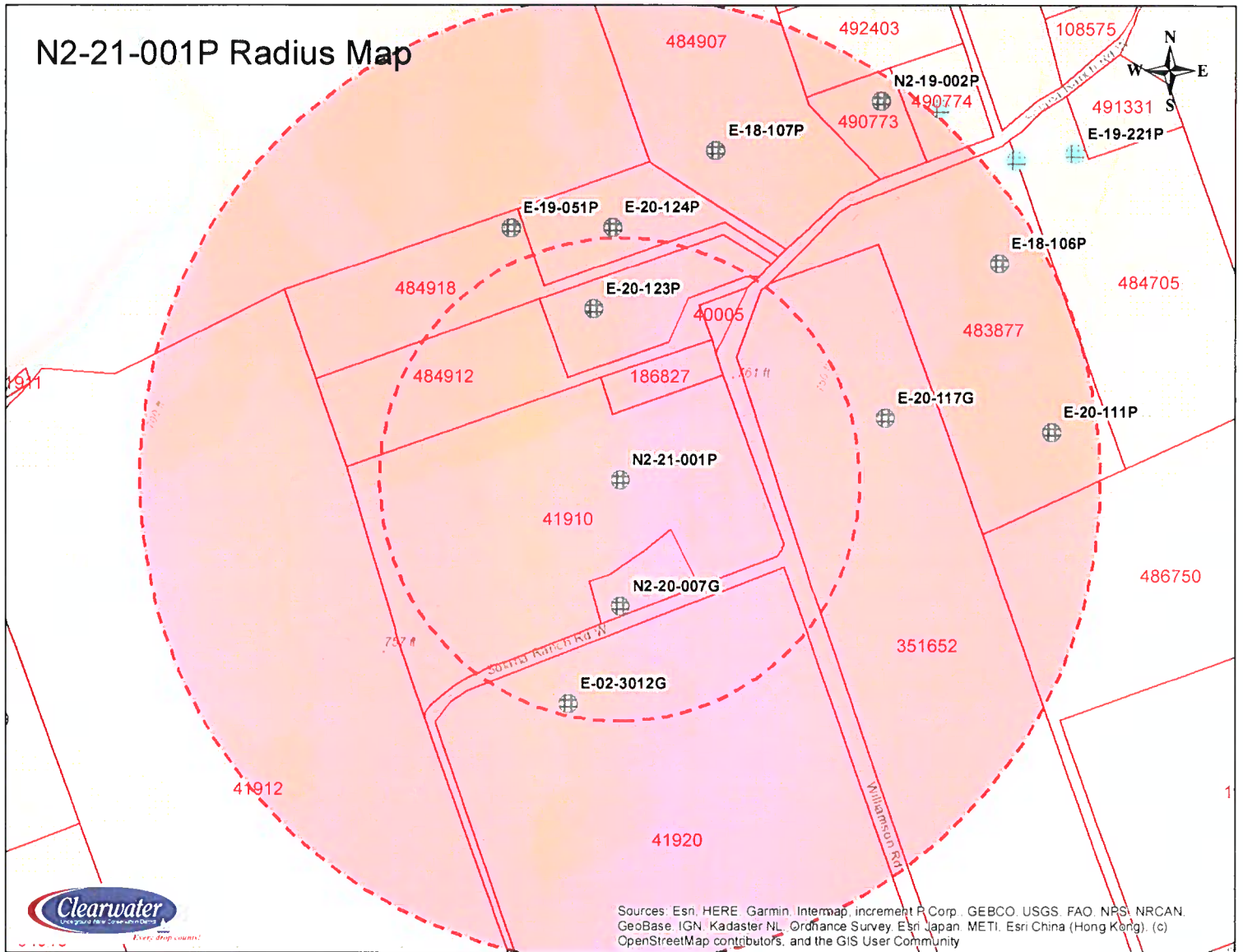
Clearwater UWCD Site Map



Half Associates, Inc. Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Applicant Notification Requirements

N2-21-001P Radius Map



N2-21-001P Contact List

Wells 1/4 Mile

<u>Prop ID</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Well #</u>	<u>Status</u>	<u>Depth</u>	<u>Aquifer</u>	<u>Use</u>	<u>Distance</u>
41920	Byron Goode	PO Box 297	Jarrell	TX	76537	E-02-3012G	Inactive	unknown	unknown	Not used	1,247 ft
113755	Matthew Baird	6577 Solana Ranch Rd	Salado	TX	76571	E-20-123P	Active	900	Middle Trinity	Domestic	942 ft
107127	Byron Goode	PO Box 297	Jarrell	TX	76537	N2-20-007G	Inactive	unknown	unknown	Not used	691 ft

Wells 1/2 Mile

351652	Zach & Charlotte Baird	968 Prairie Dell Church Rd	Salado	TX	76571	E-20-117G	Inactive	75	Edwards BFZ	Domestic	1,502 ft
483877	Tim & Louise Watkins	6327 Solana Ranch Rd	Salado	TX	76571	E-20-111P	Proposed	850	Middle Trinity	Domestic	2,383 ft
484918	Johnny & Sharon Baird	6573 Solana Ranch Rd	Salado	TX	76571	E-19-051P	Active	887	Middle Trinity	Domestic	1,489 ft
484907	Marcus & Tanya Edwards	PO Box 338	Salado	TX	76571	E-18-107P	Active	140	Edwards BFZ	Domestic	1,883 ft
483877	Tim & Louise Watkins	6327 Solana Ranch Rd	Salado	TX	76571	E-18-106P	Active	158	Edwards BFZ	Domestic	2,402 ft
484919	Casey & Emily DeWees	6569 Solana Ranch Rd	Salado	TX	76571	E-20-124P	Active	900	Middle Trinity	Domestic	1,387 ft
490773	David & Patricia Penney	702 Sequoia Spur	Georgetown	TX	78628	N2-19-002P	Active	900	Middle Trinity	Domestic	2,520 ft

Adjacent Property

186827	Jose Espinoza & Terencio Ramirez Guerra	PO Box 553	Jarrell	TX	76537
484912	Dennis Baird	1309 Tiffany Lane	Longview	TX	75605
484918	Johnny & Sharon Baird	6573 Solana Ranch Rd	Salado	TX	76571
419635	Patsy Faulkner	3412 Darion Lane	Plano	TX	75093
34909	Patsy Faulkner	3412 Darion Lane	Plano	TX	75093
34913	Patsy Faulkner	3412 Darion Lane	Plano	TX	75093
34912	Patsy Faulkner	3412 Darion Lane	Plano	TX	75093
58224	Byron Goode	PO Box 297	Jarrell	TX	76537
41920	Byron Goode	PO Box 297	Jarrell	TX	76537
351652	Zach & Charlotte Baird	968 Prairie Dell Church Rd	Salado	TX	76571
108586	Solana Ranch Co. c/o Kirk Michaux	PO Box 1199	Salado	TX	76571
107127	Byron Goode	PO Box 297	Jarrell	TX	76537

Mailing List

Byron Goode	PO Box 297	Jarrell	TX	76537
Jose Espinoza & Terencio Ramirez Guerr	PO Box 553	Jarrell	TX	76537
Dennis Baird	1309 Tiffany Lane	Longview	TX	75605
Johnny & Sharon Baird	6573 Solana Ranch Rd	Salado	TX	76571
Patsy Faulkner	3412 Darion Lane	Plano	TX	75093
Zach & Charlotte Baird	968 Prairie Dell Church Rd	Salado	TX	76571
Solana Ranch Co. c/o Kirk Michaux	PO Box 1199	Salado	TX	76571
Tim & Louise Watkins	6327 Solana Ranch Rd	Salado	TX	76571
Marcus & Tanya Edwards	PO Box 338	Salado	TX	76571

From: [Jon Taliaferro](#)
To: [Tristin Smith](#)
Cc: [Dirk Aaron](#); scusick@victoryrockusa.com
Subject: Victory Rock - Jarrell Lower Trinity letters receipts
Date: Friday, March 19, 2021 2:55:48 PM
Attachments: [image001.png](#)
[image002.png](#)
[Letter Receipts.pdf](#)

External Email

Tristin,

Attached are copies of the certified mail receipts for the property owner letters.

Thanks,

Jon Taliaferro, EIT
Project Technical



715 Discovery Blvd, Suite 301
Cedar Park, Texas 78613
O: 512.379.3417 | C: 361.215.9994 (preferred)
[OneAtlas.com](#) | [LinkedIn](#) | [Facebook](#) | [Twitter](#)



ENR #13 Top Construction Management Firm
ENR #8 Top Environmental Management Firm
ENR #44 Top Program Management Firm

March __, 2021

NOTICE OF APPLICATION FOR AN OPERATING PERMIT

Name
Address
City, State Zip

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

RE: Application for a Combination Drilling/Operating Permit

To Whom It May Concern:

On behalf of Victory Rock Texas LLC, I Jon Taliaferro as Project Technical with Atlas Technical Consultants, have made application to the Clearwater Underground Water Conservation District (CUWCD) on March 16, 2021, for a combination drilling/operating permit to authorize production of groundwater not to exceed 30 ac-ft (9,775,000 gallons) per year from a proposed new well (N2-21-001P) completed in the Hosston Layer of Trinity aquifer to produce water for beneficial use for the purpose of mining and crushing aggregates.

Victory Rock Texas LLC is proposing an operating permit with agreed upon special provisions that allow permitted production on property leased from Byron Goode totaling 283 contiguous acres. The permit condition is to include an advanced aquifer 36-hour pumping test of the well with enhanced aquifer monitoring to correlate the permitted production with additional understanding of the aquifer conditions in the Hosston Layer of the Trinity Aquifer. The test is designed to yield additional valuable data for Victory Rock and CUWCD for general regulatory purposes and assist the District and other well owners with in-depth scientific discernment of the Hosston Layer of the Trinity aquifer and potential radius of influence on wells within ½ mile of the existing well.

The operator will be required to install a metering device for required monthly reporting of production to CUWCD. In addition, the applicant will install an observation tremie tube inside the well casing to the pump depth, for monthly static water level measurements necessary for CUWCD to monitor aquifer conditions.

CUWCD well #N2-21-001P will be approximately 1280 feet below land surface, screened in the Hosston Layer of the Trinity Aquifer at approximately 1183 to 1280 feet below land surface. The well will be equipped with a maximum 2-inch column pipe for a submersible pump rated at 20 gallons per minute on the 283-acre tract located at 7170 Solana Ranch Rd West, Jarrell Texas 76537-5008, Latitude 30.878055°, Longitude -97.609444° to produce groundwater for beneficial use for the purpose of mining and crushing aggregates.

This application will be set for hearing before the CUWCD Board upon notice posted at the Bell County Clerk's Office and at the CUWCD Office. If you would like to support, protest, or provide comments on this application, you must appear at the hearing and comply with District Rule 6.10. For additional information about this application or the permitting process, please contact CUWCD at 700 Kennedy Court (PO Box 1989), Belton, Texas 76513, 254-933-0120. I, the applicant's representative, Mr. Jon Taliaferro may be contacted at 715 Discovery Blvd., Suite 301, Cedar Park TX 78613, or by calling (361)215-9994.

Sincerely,

Jon Taliaferro
Project Technical
Atlas Technical Consultants

7016 3560 0001 0700 3537

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Longview, TX 75605

Certified Mail Fee	\$3.60	0613
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	18
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$7.00	03/18/2021

Sent To
 Dennis Baird
 Street and Apt. No., or PO Box No.
 1309 Tiffany Lane
 City, State, ZIP+4®
 Longview, TX 75605

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

0252 0001 0700 3528

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Plano, TX 75093

Certified Mail Fee	\$3.60	0613
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	18
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$7.00	03/18/2021

Sent To
 Patsy Faulkner
 Street and Apt. No., or PO Box No.
 3412 Darion Lane
 City, State, ZIP+4®
 Plano, TX 75093

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 3560 0001 0700 3490

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Georgetown, TX 78628

Certified Mail Fee	\$3.60	0613
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	18
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$7.00	03/18/2021

Sent To
 David and Patricia Penney
 Street and Apt. No., or PO Box No.
 703 Sequoia Spur
 City, State, ZIP+4®
 Georgetown, TX 78628

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

0252 0001 0700 3513

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Salado, TX 76571

Certified Mail Fee	\$3.60	0613
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	18
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$7.00	03/18/2021

Sent To
 Salana Ranch Co. c/o Kirk Michaux
 Street and Apt. No., or PO Box No.
 PO Box 1199
 City, State, ZIP+4®
 Salado, TX 76571

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 3560 0001 0700 3469

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Salado, TX 76571

Certified Mail Fee	\$3.60	0613
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	18
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$7.00	03/18/2021

Sent To
 Johnny and Sharon Baird
 Street and Apt. No., or PO Box No.
 6573 Solara Ranch Rd
 City, State, ZIP+4®
 Salado, TX 76571

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 3560 0001 0700 3505

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Jarrell, TX 76537

Certified Mail Fee	\$3.60	0613
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	18
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$7.00	03/18/2021

Sent To
 Jose Espinoza and Terencio Ramirez Guerra
 Street and Apt. No., or PO Box No.
 PO Box 553
 City, State, ZIP+4®
 Jarrell, TX 76537

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 3560 0001 0700 3476

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Salado, TX 76571

Certified Mail Fee	\$3.60	0613 18
Extra Services & Fees (check box, add fees as appropriate)	\$2.85	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here MAR 18 2021
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	03/18/2021
Total Postage and Fees	\$7.00	

Sent To: Marcus and Tanya Edwards
 Street and Apt. No., or PO Box No.
PO Box 338
 City, State, ZIP+4®
Salado, TX 76571

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 3560 0001 0700 3483

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Salado, TX 76571

Certified Mail Fee	\$3.60	0613 18
Extra Services & Fees (check box, add fees as appropriate)	\$2.85	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here MAR 18 2021
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	03/18/2021
Total Postage and Fees	\$7.00	

Sent To: Casey and Emily DeWees
 Street and Apt. No., or PO Box No.
6569 Solana Ranch Rd
 City, State, ZIP+4®
Salado, TX 76571

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 3560 0001 0700 3438

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Jarrell, TX 76537

Certified Mail Fee	\$3.60	0613 18
Extra Services & Fees (check box, add fees as appropriate)	\$2.85	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here MAR 18 2021
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	03/18/2021
Total Postage and Fees	\$7.00	

Sent To: Byron Goode
 Street and Apt. No., or PO Box No.
PO Box 297
 City, State, ZIP+4®
Jarrell, TX 76537

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 3560 0001 0700 3421

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Salado, TX 76571

Certified Mail Fee	\$3.60	0613 18
Extra Services & Fees (check box, add fees as appropriate)	\$2.85	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here MAR 18 2021
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	03/18/2021
Total Postage and Fees	\$7.00	

Sent To: Matthew Baird
 Street and Apt. No., or PO Box No.
6577 Solana Ranch Rd
 City, State, ZIP+4®
Salado, TX 76571

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 3560 0001 0700 3452

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Salado, TX 76571

Certified Mail Fee	\$3.60	0613 18
Extra Services & Fees (check box, add fees as appropriate)	\$2.85	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here MAR 18 2021
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	03/18/2021
Total Postage and Fees	\$7.00	

Sent To: Tim and Louise Watkins
 Street and Apt. No., or PO Box No.
6327 Solana Ranch Rd
 City, State, ZIP+4®
Salado, TX 76571

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 3560 0001 0700 3445

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Salado, TX 76571

Certified Mail Fee	\$3.60	0613 18
Extra Services & Fees (check box, add fees as appropriate)	\$2.85	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here MAR 18 2021
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	03/18/2021
Total Postage and Fees	\$7.00	

Sent To: Zach and Charlotte Baird
 Street and Apt. No., or PO Box No.
968 Prairie Dell Church Rd
 City, State, ZIP+4®
Salado, TX 76571

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**NOTICE OF APPLICATION TO FOR A COMBINATION
DRILLING/OPERATING PERMIT FROM THE
CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT**

Victory Rock Texas LLC, by Project Technical, Jon Taliaferro with Atlas Technical Consultants, have made application to the Clearwater Underground Water Conservation District (CUWCD) on March 16, 2021, for a combination drilling/operating permit to authorize production of groundwater not to exceed 30 ac-ft (9,775,000 gallons) per year from a proposed new well (N2-21-001P) completed in the Hosston Layer of Trinity aquifer to produce water for beneficial use for the purpose of mining and crushing aggregates.

Victory Rock Texas LLC is proposing an operating permit with agreed upon special provisions that allow permitted production on property leased from Byron Goode totaling 283 contiguous acres. The permit condition is to include an advanced aquifer 36-hour pumping test of the well with enhanced aquifer monitoring to correlate the permitted production with additional understanding of the aquifer conditions in the Hosston Layer of the Trinity Aquifer. The test is designed to yield additional valuable data for Victory Rock and CUWCD for general regulatory purposes and assist the District and other well owners with in-depth scientific discernment of the Hosston Layer of the Trinity aquifer and potential radius of influence on wells within ½ mile of the existing well.

The operator will be required to install a metering device for required monthly reporting of production to CUWCD. In addition, the applicant will install an observation tremie tube inside the well casing to the pump depth, for monthly static water level measurements necessary for CUWCD to monitor aquifer conditions.

CUWCD well #N2-21-001P will be approximately 1280 feet below land surface, screened in the Hosston Layer of the Trinity Aquifer at approximately 1183-1280 feet below land surface. The well will be equipped with a maximum 2-inch column pipe for a submersible pump rated at 20 gallons per minute on the 283-acre tract located at 7170 Solana Ranch Rd West, Jarrell Texas 76537-5008, Latitude 30.878055°, Longitude -97.609444° to produce groundwater for beneficial use for the purpose of mining and crushing aggregates.

This application will be set for hearing before the CUWCD Board upon notice posted at the Bell County Clerk's Office and at the CUWCD Office. If you would like to support, protest, or provide comments on this application, you must appear at the hearing and comply with District Rule 6.10. For additional information about this application or the permitting process, please contact CUWCD at 700 Kennedy Court (PO Box 1989), Belton, Texas 76513, 254-933-0120. I, the applicant's representative, Mr. Jon Taliaferro may be contacted at 715 Discovery Blvd., Suite 301, Cedar Park TX 78613, or by calling (361)215-9994.


Publisher's Affidavit

State of Texas
County of Bell


Before Me, The Undersigned Authority, this day personally appeared Jane Moon after being by me duly sworn, says that she is the Classified Manager Inside Sales of the Temple Daily Telegram, a newspaper published in Bell County, Texas and that the stated advertisement was published in said newspaper on the following date(s):

March 19, 2021

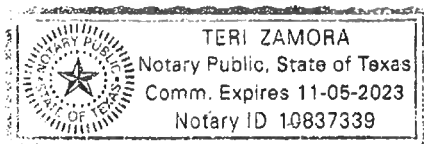
For: Victory Rock Texas, LLC
Ad #: 16666305
Cost: \$221.00
Times Published: 1


Jane Moon
Classified Manager Inside Sales

Subscribed and sworn to before me,
this day: March 19, 2021


Notary Public in and for
Bell County, Texas

(Seal)



NOTICE OF APPLICATION TO FOR A COMBINATION DRILLING/OPERATING PERMIT FROM THE CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT

Victory Rock Texas LLC, by Project Technical, Jon Tailorerra with Atlas Technical Consultants, have made application to the Clearwater Underground Water Conservation District (CUWCD) on March 16, 2021, for a combination drilling/operating permit to authorize production of groundwater not to exceed 30 ac-ft (9,775,000 gallons) per year from a proposed new well (N2-21-001P) completed in the Hosston Layer of the Trinity aquifer to produce water for beneficial use for the purpose of mining and crushing aggregates.

Victory Rock Texas LLC is proposing an operating permit with agreed upon special provisions that allow permitted production on property leased from Byron Goode totaling 283 contiguous acres. The permit condition is to include an advanced aquifer 36-hour pumping test of the well with enhanced aquifer monitoring to correlate the permitted production with additional understanding of the aquifer conditions in the Hosston Layer of the Trinity Aquifer. The test is designed to yield additional valuable data for Victory Rock and CUWCD for general regulatory purposes and assist the District and other well owners with in-depth scientific discernment of the Hosston Layer of the Trinity aquifer and potential radius of influence on wells within 1/2 mile of the existing well.

The operator will be required to install a metering device for required monthly reporting of production to CUWCD. In addition, the applicant will install an observation tremie tube inside the well casing to the pump depth, for monthly static water level measurements necessary for CUWCD to monitor aquifer conditions.

CUWCD well #N2-21-001P will be approximately 1280 feet below land surface, screened in the Hosston Layer of the Trinity Aquifer at approximately 1183-1280 feet below land surface. The well will be equipped with a maximum 2-inch column pipe for a submersible pump rated at 20 gallons per minute on the 283-acre tract located at 7170 Solana Ranch Rd West, Jarrell, Texas 76537-5008, Latitude 30.878055°, Longitude -97.609444° to produce groundwater for beneficial use for the purpose of mining and crushing aggregates.

This application will be set for hearing before the CUWCD Board upon notice posted at the Bell County Clerk's Office and at the CUWCD Office. If you would like to support, protest, or provide comments on this application, you must appear at the hearing and comply with District Rule 6.10. For additional information about this application or the permitting process, please contact CUWCD at 700 Kennedy Court (PO Box 1989), Bellton, Texas 76113, 254-933-0120. I, the applicant's representative, Mr. Jon Tailorerra may be contacted at 715 Discovery Blvd., Suite 301, Cedar Park TX 78613, or by calling (361)215-9994.

Gamblin Engineering
Geoscience RFQ

Gamblin Engineering Group, LLC
Texas P.E. Firm # F-22202
HUB VID #1853831230900

19125 Adrian Way, Suite 100
Jonestown, TX 78645

512-484-2033
GamblinEng@gmail.com

Padraic Dillon

V.P. of Business Relations
Victory Rock USA LLC
4817 Auburndale Ave.
Dallas, TX 75205

Subject: Proposal to Evaluate Clearwater Underground Water Conservation District (CUWCD) Requirements and to Submit a CUWCD Drilling Permit Application to Install an Industrial Well

Dear Mr. Dillon:

Gamblin Engineering Group, LLC (GEG) appreciates the opportunity to provide this proposal to Victory Rock USA LLC (Victory Rock) for designing and compiling a Bid Package for a lower Victory Rock aquifer well as well as addressing Clearwater Underground Water Conservation District (CUWCD) concerns in obtaining a CUWCD Drilling Permit.

BACKGROUND

Victory Rock is an aggregate materials company with multiple quarry and processing facilities across the state. The Victory Rock Jarrell facility is being developed as a new quarry and processing facility located in Bell County, Texas near the intersection of Solana Ranch Road and Williams Road approximately 4 miles north of Jarrell, Texas.

The Victory Rock Jarrell facility is located within the jurisdiction of the Clearwater Underground Water Conservation District (CUWCD) which is responsible for the management of groundwater in Bell County, Texas. In general, proposed groundwater development in Bell County is managed in a two-step process. A Drilling Permit is required to install a well and an Operating Permit is required to allocate production.

SCOPE OF WORK

GEG's approach to this project consists of the following two initial tasks:

TASK 1 - MEETINGS AND PERMIT NEEDS EVALUATION

- 1 Evaluate available information including CUWCD permit requirements (setbacks, acreage needed, etc.), data from Victory Rock's proposed operations, and information regarding the proposed new industrial well;
- 2 Identify data gaps, missing information and potential roadblocks. A significant amount of information will be requested by the CUWCD to document the need for the well and the long-term beneficial use of any water allocated from the proposed well;
- 3 Attend one project kickoff meeting and one project status meeting (a total of two in-person meetings) with Victory Rock personnel; and
- 4 Prepare and submit a letter report to Victory Rock outlining the CUWCD requirements for upcoming Drilling and Operating Permit Applications, and identifying potential permit roadblocks, missing information, and any other issues that might affect permit approvals.

TASK 2 - DESIGN, BID PACKAGE, AND CUWCD WELL DRILLING PERMIT APPLICATION

By CUWCD Rules, the proposed Victory Rock industrial production well is defined as a non-exempt classification 2 well.

Per CUWCD Rule 6.5.2, the well owner must obtain a drilling permit from the District prior to drilling a new water well. The permit application must be filed on a form approved by the Board and be accompanied by an administrative fee.

The CUWCD Well Drilling Permit requires that the initial design of the proposed well be completed and significant detail of the specifications and drawings of the proposed well will be included in the permit submittals. GEG proposes to complete the design of the proposed well including specifications to cover all labor, tools, equipment, materials, transportation, security and performing all operations in connection with the drilling, casing, grouting, testing and cleaning up after one industrial water well for Victory Rock. All work will be done in accordance the Rules of the Clearwater Underground Water Conservation District and the administrative rules of the Texas Department of Licensing and Regulation Title 16, Chapter 76 of the TAC relating to Water Well Drillers and Water Well Pump Installers. GEG will compile the drawings, specifications and administrative documents into a formal bid document that can utilized to bid the project.

Once the proposed well has been designed, GEG will complete the required information in the Well Drilling Permit Application form and submit the completed form along with supporting data and Victory Rock permit application payment to the CUWCD for approval.

Assumptions:

- Access to project data and to the proposed well site by GEG personnel will be allowed to conduct permit-related inspections and assessments.
- Site personnel, other contractors and surveyors will be made available to provide information and answer related questions during the duration of the project.
- A digital map defining the subject property and proposed operations will be made available to GEG.
- All application fees will be the responsibility of Victory Rock.

The scope of work includes routine communication with the CUWCD staff and its consultant(s), and appearance at one CUWCD Board meeting during which the application is on the agenda for consideration. However, the estimated cost below does not include testimony and work beyond the description set forth herein. In the event that an application is protested, GEG agrees to support the effort subject to a subsequent, written agreement concerning our firm's cost for those services.

Padraic Dillon
March 30, 2021

PROJECT COSTS

The lump sum costs estimated to perform each sow described above is:

Task 1 - Meetings and Permit Needs Evaluation

Task 2 – Design, Bid Package, and CUWCD Well Drilling Permit Application

GEG will not exceed the cost unless authorized by Victory Rock. The services provided pursuant to this proposal shall be governed by the terms and conditions set forth in Enclosure A.

Thank you for the opportunity to present this proposal and we look forward to working with you on this project. If you have any questions or comments regarding proposal, please do not hesitate to contact William Gamblin at (512) 484-2033.

Kind regards,



William Gamblin, P.E.
Principal Engineer

The contents of this proposal have been reviewed and the designee below authorizes Gamblin Engineering Group, LLC to initiate work on the proposed scope of work, in accordance with the project budget and schedule proposed herein. The terms and conditions described herein shall apply to all work performed on this project.

Accepted and agreed to by:

By: _____

Title: _____

Date: _____

Enclosure A

STANDARD TERMS AND CONDITIONS

The following "Standard Terms and Conditions" shall apply to all of "the Services" carried out by Gamblin Engineering Group, LLC ("GEG") "the Company", on behalf of Victory Rock USA, LLC "the Client" as of March 30, 2021. They shall constitute the sole contract between the Company and the Client until such time that they are replaced by a written, agreed, signed, and subsequent "Master Services Agreement."

1) DEFINITIONS

- a) "The Services" shall mean the scope of services, duties, and activities provided by the Company to the Client as defined in the attached proposal.
- b) The "Agreement" refers to these Standard Terms and Conditions subject to this document.

2) AGREEMENT

The Agreement is between the Client and the Company.

- a) The Client hereby confirms that it is entering into this Agreement wholly on its own behalf and not on behalf of or for the benefit of any other party, and agrees that in the event of any claim for breach of contract arising out of or in connection with this Agreement it shall be entitled to recover from the Company only the losses, if any, it has itself suffered.
- b) The Company shall in the performance of the Services (as defined in the proposal letter) exercise and will continue to exercise the reasonable skill, care, and diligence to be expected of a properly qualified and competent consultant experienced in the provision of such services as in effect at the time and location where the Services are performed. NO OTHER REPRESENTATIONS TO CLIENT EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS AGREEMENT OR ANY REPORT, OPINION DOCUMENT OR OTHERWISE.
- c) The Company shall not be required to sign any documents, no matter by whom requested, that would result in the Company having to certify, guarantee or warrant the existence of conditions whose existence the Company cannot ascertain. The Client also agrees not to make resolution of any dispute with the Company or payment of any amount due to the Company in any way contingent upon the Company's signing any such certification.
- d) The Services shall be provided by the Company for the sole benefit and use of the Client unless otherwise agreed in writing by the parties. Unless otherwise agreed in writing by the parties, no person other than the Client may rely on any report or other communication made in writing or otherwise by the Company in relation to the Services.
- e) The Company has no responsibility for hazardous or toxic substances or other waste materials found or identified as part of the services and the Company shall have no responsibility for the removal, treatment, storage, transport or disposal of these materials unless specifically agreed in writing with the Client. In any event, the Company shall utilize only the licensed or permitted treatment, storage, or disposal facility or facilities designated by Client.
- f) The information contained in the proposal is provided in confidence and regarded as commercially sensitive and confidential; in particular, rates, fees, personal information and other information deemed by the Company to be commercially sensitive should not be released by the Client to any other party without the Company's prior written consent.

- g) The Client acknowledges and agrees that the Services may be performed in whole or in part by subcontractors selected by the Company in its reasonable discretion. The Company will name Client as a third party beneficiary of all subcontracts entered into the performance of work under this Agreement unless the Client authorizes otherwise in writing.
- h) Client agrees that the Company is not responsible for damages arising directly or indirectly from any delays for failure of performance by Client or Client's contractors or consultants or discovery of any previously undisclosed hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Company to perform its services in an orderly and efficient manner, the Company shall be entitled to a reasonable adjustment in schedule and compensation.

3) COMPENSATION

- 1 **Compensation.** In consideration of the performance of the Services, the Client shall pay to the Company the fees stated in the proposal.
- 2 **Additional Services.** If the Company is required by the Client to provide additional services outside the scope and nature of the Services set out in the proposal letter, the Client shall make payment according to the hourly rates and sums set out in the proposal letter.
- 3 **Termination.** In the event that the Client requests the Services to be aborted, the Client shall pay to the Company the fees commensurate with the work completed by the Company. For the avoidance of doubt, the fees will include the preparation of reports or other deliverable items actually carried out whether or not the Client requires them to be issued.
- 4 **Currency.** All monies due to the Company shall be paid in US \$ (dollars) unless specifically detailed otherwise.
- 5 **Invoices.** Payment is due on the date of each invoice rendered and accounts must be settled in full within 30 days of the date of the invoice. Invoices past due more than 10 days will be assessed at an interest rate based on one percent (1%) per month or the highest applicable rate permitted by law, whichever is less. Notice of any dispute concerning an invoice must be provided in writing within 14 days of receipt of the invoice or the invoice is deemed to be correct and the full sum according to the invoice is due to the Company.

4) ACCESS TO INFORMATION

Before the commencement of Services and continuing thereafter, the Client shall immediately notify the Company of any known potential or possible health or safety hazards existing on or near the project site on which Services are to be, or are being, performed by Company or its subcontractors, with particular reference to hazardous substances or conditions. The Client shall provide the Company with all relevant data and information in its possession relating to the site history, to the project, and to the environmental, geologic, and geotechnical surface and subsurface conditions of the site and surrounding areas. Furthermore, promptly on request by the Company, Client shall provide Company and its subcontractors with all information, requirements, reports, data, surveys, and instructions, and access to all premises within the Client's control that Company may reasonably request to perform the Services. The Company may use such information, requirements, reports, data, surveys, and instructions in performing its Services and is entitled to rely upon the accuracy and completeness thereof. The Company shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's consultants and contractors.

5) LIMITATION OF LIABILITY

Client agrees that to the fullest extent permitted by law, the Company's total liability to client and third parties for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to this agreement from any cause or causes, including but not limited to the Company's negligence, errors, omissions, strict

liability, breach of contract, or breach of warranty, shall not exceed and shall be limited to the lesser of total compensation paid to and retained by the Company for services pursuant to this agreement or the amount of the Company's insurance provided pursuant to this Agreement. The Company shall not be liable for any for lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages incurred by the Client.

The Company's liability for any claims shall be further limited to such sum as it would be just and equitable for the Company to pay having regard to the extent of the Company's responsibility for the loss or damage suffered as a result of each claim or series of claims in question ("the loss and damage") and on the assumption that:

- 1 all other Consultants and all Contractors shall have provided contractual undertakings on terms no less onerous than those applying to the Company in respect of the carrying out of their obligations, and
- 2 there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause and any other party who is responsible to any extent for the loss and damage is contractually liable to the Client for the loss and damage, and
- 3 all other Consultants and all Contractors have paid, or agreed to pay, to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

Client hereby acknowledges, understands and agrees that: (1) there are risks inherent to environmental investigation, analysis, management, and remediation, many of which cannot be ascertained or anticipated prior to or during the course of the Services; for example, site investigation activities may spread contaminants through geologic formations despite the use of accepted professional standards; (2) due to the inherently limited nature and amount of data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; for example, borings in one location may miss contaminants only a few feet away; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and the Company's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for the Company's agreement to perform the Services on the terms and at the price stated herein CLIENT SPECIFICALLY AGREES THAT THE COMPANY'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED ABOVE.

6) DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement or the provision of the Services shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

7) OWNERSHIP

All intellectual property rights and copyright associated with the Company's services shall remain vested in and the property of the Company. A specific license for use may be granted by the Company. Any such license will be strictly limited to issues associated with the Services. The Company will not accept any liability whatsoever for any use of the materials to which the license is granted for any purpose other than the original intent. In the event that the Client is in default of payment of monies due to the Company, such license is agreed by the parties to be immediately withdrawn and revoked. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Company as instruments of service shall remain the property of the Company. The Company shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

8) CLIENT'S DUTIES

- 1 The Client shall procure access for the Company to the property or properties in respect of which the Services are to be performed.
- 2 The Client shall supply to the Company without charge and within reasonable time all necessary and relevant data and information in the possession of the Client or known to him and shall give such assistance as shall reasonably be required by the Company in the performance of the Services.
- 3 Where relevant to the Services, the Client shall give the Company adequate notice of any danger or hazard which might cause death or injury to their employees and of which the Client ought reasonably to be aware.
- 4 Where relevant to the Services, the Client shall provide to the Company, prior to any intrusive investigations, full details concerning the presence and location of any underground or otherwise located services. If such details are unavailable, the Company will take reasonable precautions to identify such services including the use of specialist equipment. The Client agrees to reimburse the Company for the reasonable cost of any such precautions. Where no or insufficient information has been provided or is available, the Client agrees to indemnify the Company against any and all resulting losses or costs.

9) BUDGETARY ESTIMATIONS

Unless specifically stated to the contrary, any budgetary opinion or estimate offered by the Company, exclusive of written proposals signed by authorized representatives of the Company, is to be regarded by the Client as broad guidance only. The Company is not liable for any deviation from such budgetary opinions or estimates whatsoever.

10) NO THIRD PARTY RIGHTS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Company. Any report issued by the Company is solely for the benefit of the Client for the purposes set out in the report and should not be relied on by third parties or for any other purpose without the express written consent of the Company. The Company shall have no liability whatsoever to a person who is not a party to the Agreement, unless otherwise agreed in writing.

If requested by the Client, the Company will consider the provision of reliance letters to third parties in a form to be agreed by the Company. In relation to property transactions the provision of such agreements will normally be limited to a lender, a first purchaser and a first tenant, and will be provided on no more than two occasions. Additional fees may be payable for the provision of this service.

11) REPORTING OBLIGATIONS

In states where there is a legal obligation for a licensed professional (employed by the Company) or the Company to report an observed release of a hazardous material or petroleum product to the environment, an imminent threat to human health or the environment, or other incident (as defined by applicable law) to a regulatory agency, the Company shall first notify the Client and its Counsel regarding the nature and timing of the required notification, but in any case will comply with the applicable legal requirements with regard to reporting.

12) SEVERABILITY

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable, or otherwise enforceable by law, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby.

13)PERSONAL LIABILITY

Notwithstanding anything to the contrary contained in any other provision of this Agreement, the Company's partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of the Services hereunder.

14)HEADINGS

The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

15)MODIFICATION

This Agreement may be modified or amended only by a written instrument signed by an authorized agent of each party.

16)AUTHORITY

Each individual and entity executing this Agreement hereby represents that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this Agreement to the terms and provisions hereof, and that such entity has authorized the execution of this Agreement as necessary to bind such entity to the terms and provisions hereof.

17)GOVERNING LAW

This Agreement shall be deemed to be a contract made under the laws of the state of Texas, and for all purposes shall be construed in accordance with the laws thereof. Client agrees that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in any federal or state court located in the state of Texas and Client completely and entirely waives any and all jurisdictional defenses it may have now or in the future to the jurisdictional reach of such courts.

18)BUSINESS INTEGRITY

The Company values innovation, unity and trust. We are passionate about our work and care about how we conduct ourselves with all individuals and corporations we interact with. Simply put, this is how we get things done. Our Company's reputation depends on our ability to achieve our core values and to conduct our business ethically. To be clear, we do not, and will not, compromise on compliance with the law or on our business-conduct standards. We simply will not tolerate unethical behavior.

As your professional services provider, we undertake to follow your business integrity rules.

19)ACCEPTANCE OF AGREEMENT

If upon submission of this Agreement to the Client, the Client fails to return a signed copy to the Company and knowingly allows the Company to proceed with the Services, such Services shall be deemed performed pursuant to the Agreement and these Terms and Conditions shall be binding the same as if the Agreement were fully executed.

By receipt and in the absence of a written declaration to the contrary, these initial "Standard Terms and Conditions" are accepted by the Client and deemed to constitute a contract between the Client and the Company for the delivery of the Services and shall be binding the same as if the Agreement were fully executed.

Associated Well Services
Lead Time (8-12 weeks)
Completion (1-2 weeks)

Estimate



(254) 965-5924 PHONE - (254) 965-6969 FAX

Date	3/18/2021	Estimate #	19317
-------------	-----------	-------------------	-------

Customer Contact Information

Main Customer Contact:	
Phone: 972-922-2628	Fax:
Alt. Ph.:	pdillon@victoryrockusa.com

Location Information/Job At:

30 52 41, -97 36 34

Bill To:
Victory Rock Padraic Dillon Jarrell, TX

Job Description: New Well

Qty	Description	Cost	Total
1	<p>Item #1 - Well Construction & Development - 1100' Well 6" Single Piece Well</p> <ul style="list-style-type: none"> - 1100' of 11" Borehole air or mud rotary with Geophysical logging services - 870' of 6" Carbon Steel Casing & Pressure Cementing - 200' of 6" Stainless Steel Screen and filter pack - 30' of 6" Carbon Steel Blank and filter pack - Air Development (8 hours) - Pump Testing using the final pump equipment 24 hour duration 		
1	<p>Item #2 - Pump Equipment 40 hp - 170 gpm @ 700' TDH</p> <ul style="list-style-type: none"> - Grundfos Stainless Steel Pump 170 gpm @ 700' TDH - Grundfos Motor 40 hp 460 VAC 3~ (no cooling shroud) - Jacketed Cable #2 AWG - Water Level Transducer Sensor w/ vented cable - 3" Galvanized Column Pipe w/ API Couplings - 3" Discharge assembly w/ Flow Meter - Setting Depth of 735' 		
1	<p>Item #3 - Electrical Control & Instrumentation</p> <ul style="list-style-type: none"> - VFD Controller Nema 3R Package unit - Sine Wave Output Filter <p>NOTES & EXCLUSIONS</p> <ul style="list-style-type: none"> - Haul off and disposal of drilling fluids and solids is not included in pricing - Final power supply to well is not included - Water line and tie in is not included - P&P Bonding is not included <p>We do not guarantee that the water produced from the aquifer in this well will be suitable to meet your needs in regards to quality and production rate.</p>		

Thank you for calling us. If you have any questions please call.	Subtotal
	Tax (8.25%)
	Total

Warrantee: Workmanship is warranted for one year solely for defects.
 Terms of Payment: Invoiced totals will reflect actual completed/installed quantities as priced above. Your invoice will reflect that variance. Payment, in full, is due immediately upon completion. Interest of 1.5% per month will be added to past due balance.

All work is done under the direction of State of Texas licensed drillers/pump installers.
 Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, (512)-463-7880, www.tdlr.texas.gov

Estimate



Well Services, Inc
 PO Box 16
 Stephenville, TX 76401

(254) 965-5924 PHONE - (254) 965-6969 FAX

Date	3/18/2021	Estimate #	19317
------	-----------	------------	-------

Customer Contact Information
Main Customer Contact:
Phone: 972-922-2628 **Fax:**
Alt. Ph.: pdillon@victoryrockusa.com

Location Information/Job At:
 30 52 41, -97 36 34

Bill To:
 Victory Rock
 Padraic Dillon
 Jarrell, TX

Job Description: New Well

Qty	Description	Cost	Total
	<p>Add/Deducts and Alternates</p> <ol style="list-style-type: none"> 1. Drilling Pilot / Test Hole more or less than 1100', add or deduct \$20/ft 2. Reaming borehole to final size more or less than 1100', add or deduct \$20/ft 3. Casing and pressure cementing more or less than 870', add or deduct \$40/ft 4. Screen and filter pack more or less than 200', add or deduct \$75/ft 5. Blank pipe and filter pack more or less than 10', add or deduct \$40/ft 6. Pump Setting Depth more or less than 735', add or deduct \$22/ft 7. Air Development of water well more than 8 hours, add \$1,500/hr 8. IOT Remote control and Monitoring w/ text alert & cellular connection, add \$2,100 9. Radio Control equipment for Integration to plant automation, add \$4,000 <p>While we will construct a well of very high quality developed to its maximum potential, we do not guarantee the amount of water that you will be able to pump from this well. Furthermore, the results of a pump test are only a snapshot of water production at a moment in time; the test cannot be used to accurately predict the future production potential of the well.</p> <p>We have estimated a pumping water level of 650' for the pump production estimate. If the pumping water level in the well is higher then the pump will provide a slightly higher pumping rate. If it is lower then the pumping rate will be less.</p> <p>The quantities and footages used for this quote are based upon an estimated 1100' total depth. However, we would recommend employing a hydrogeologist familiar with this area to confirm the accuracy of this depth estimate in order to budget as precisely as possible.</p> <p>Lead time is about 8-12 weeks from the date a project is confirmed to the schedule. A non-refundable deposit of \$25,000 is required to place the project on the schedule. An additional \$50,000 is due prior to the beginning of drilling operations (can be paid by check over phone when rig arrives on site).</p> <p>All prices are firm for 30 days EXCEPT, wire and pipe. Wire and pipe prices will be checked and set at the date the project is confirmed to the schedule.</p>		

Thank you for calling us.
 If you have any questions please call.

Subtotal
Tax (8.25%)
Total

Warrantee: Workmanship is warranted for one year solely for defects.
 Terms of Payment: Invoiced totals will reflect actual completed/installed quantities as priced above. Your invoice will reflect that variance. Payment, in full, is due immediately upon completion. Interest of 1.5% per month will be added to past due balance.

All work is done under the direction of State of Texas licensed drillers/pump installers.
 Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, (512)-463-7880, www.tdlr.texas.gov

Hydro Resources
Lead Time (60 days)
Completion (1-2 weeks)

BUDGETARY ESTIMATE

Company: Victory Rock Texas LLC	Hydro Resources - Mid Continent, Inc.
Contact: Padraic Dillon	11536 Old Lockhart Road
Address: 215 Rocky Coast Drive	Creedmoor, Texas 78610
City, State: Austin, Texas 78738	Date: 27-Mar-21
Phone: (972) 922-2628	Project: Irrigation Well
Email: pdillon@victoryrockusa.com	Location: Salado, Texas
	Estimated By: WB

Item #	Description	Unit Sell	Qty	Unit	Total Sell
1	Mobilization		1	LS	
2	Conductor		40	LF	
3	Pilot Hole		1800	LF	
4	Geophysical Logging		1	LS	
5	Intermediate Borehole		1000	LF	
6	Intermediate Casing		1000	LF	
7	Cement		1000	LF	
8	Reamed Hole		800	LF	
9	Production Casing		550	LF	
10	Screen		300	LF	
11	Gravel Pack		840	LF	
12	Well Development		50	HR	
13	Set/Pull Pump		1	LS	
14	Pump Testing		44	HR	
15	Permanent Labor		1	LS	
16	Pump/Motor		1	LS	
17	Column Pipe		1	LS	
18	Wire		1	LS	
19	Discharge Head		1	LS	
20	Seal Slab		1	LS	

**CONFIDENTIAL
INFORMATION**

Total

Special Terms & Conditions

- 1) This offer is subject to Standard Service Agreement terms and conditions.
- 2) Quanties are estimated. Invoices will be based on actual quantities.
- 3) Estimated time to complete project is 60 days from Notice To Proceed. Rig availability requires 45 days notice.
- 4) Project site dimensions will be a minimum of 150' x 100', unless alternative arrangements are agreed upon.
- 5) The project site will be level and safe for mobile equipment operation prior to commencement of drilling.
- 6) Owner to obtain all required regulatory permits and provide water for drilling operations.
- 7) Earthen pits will be used to manage drilling fluids during drilling operations.
- 8) Drill cuttings will be spread on site at completion of project.
- 9) Drilling fluids will be solidified in on-site earthen pit and compacted to grade.
- 10) All pumping test waters will be discharged on/or near the drilling site.
- 11) Hydro Resources cannot guarantee quantity or quality of water produced by the well.
- 12) Prices reflect current cost of materials, fuel, services and are subject to change.
- 13) Prices include Texas Sales Tax on Materials.

Prepared by: Wesley Box

Contact #: (832) 712-1230

Associated Drilling Co.
Lead Time (3-4 weeks)
Completion (1 week)

ASSOCIATED DRILLING CO.
P. O. Box 673
Dripping Springs, TX 78620
512-894-3535

Estimate

Date	Estimate #
4/8/2021	3163

Name / Address
PADRAIC DILLION VICTORY ROCK TEXAS, LLC RE: 21801 WILLIAMSON ROAD SALADO, TX 76571 972-922-2628

Frank Glass #1313 CIMW
James Benoit #4064 CIMW

Project

Description	Qty	Rate	Total
ESTIMATE FOR: 21801 WILLIAMSON ROAD, SALADO			
WE SHOULD BE ABLE TO START IN 3 - 4 WEEKS. IT WILL TAKE A WEEK TO COMPLETE THE WHOLE PROJECT.			
MOBILIZATION	1		
1100' TEST HOLES	1,100		
1100' REAMING 9"	1,100		
1000' 6.9 CASING SDR 17	1,000		
100' 6.9 SCREEN SDR 17	100		
STANDARD SURFACE CEMENTING	1		
20' 10" CASING	20		
20' 12 1/2" REAMING	20		
CEMENTING	1		
160 L 30 WATER END	1		
30 HP 460V PHASE MOTOR	1		
30 HP S-DRIVE 460 V IN/OUT	1		
630' 3" SCH 40 GALVANIZED PIPE	630		
29 - 3" API COUPLING	29		
2 - 3" LINE CHECK VALVE	2		
640' #4/4 DOUBLE INSULATED PUMP CABLE WITH GROUND	640		
3" FITTING PACKAGE	1		
CUSTOM WELL SEAL	1		
640' 1" CLASS 200 PIPE	640		
1 1/2" PRESSURE RELIEF VALVE	1		

It is the customer's responsibility to locate ALL septic tanks and drain fields to assure that the well is located at least fifty (50) feet from the septic tank and at least one hundred (100) feet from all drain fields. REGULATED BY: TEXAS DEPARTMENT OF LICENSING & REGULATION, PO BOX 12157, AUSTIN, TX 78711 (800) 803-9202 IF NEEDED PRESSURE TREMIE CEMENTING @ \$1500. \$2500. MINIMUM CHARGE ON DRILLING
ESTIMATE GOOD FOR 30 DAYS.

Subtotal
Sales Tax (8.25%)
Total

ASSOCIATED DRILLING CO.

P. O. Box 673
 Dripping Springs, TX 78620
 512-894-3535

Estimate

Date	Estimate #
4/8/2021	3163

Name / Address
PADRAIC DILLION VICTORY ROCK TEXAS, LLC RE: 21801 WILLIAMSON ROAD SALADO, TX 76571 972-922-2628

Frank Glass #1313 CIMW James Benoit #4064 CIMW

Project

Description	Qty	Rate	Total
ELECTRICAL FITTING PACKAGE LABOR - NEW INSTALLATION NOTE: IF AUXILIARY AIR COMPRESSOR NEEDED - PRICED @ \$7500. WE DON'T ANTICIPATE THAT WE WILL NEED IT, HOWEVER, THIS WOULD BE AN ADDITIONAL CHARGE. _____ APPROVAL _____ DATE	1 1		

It is the customer's responsibility to locate ALL septic tanks and drain fields to assure that the well is located at least fifty (50) feet from the septic tank and at least one hundred (100) feet from all drain fields. REGULATED BY: TEXAS DEPARTMENT OF LICENSING & REGULATION, PO BOX 12157, AUSTIN, TX 78711 (800) 803-9202 IF NEEDED PRESSURE TREMIE CEMENTING @ \$1500. \$2500. MINIMUM CHARGE ON DRILLING
 ESTIMATE GOOD FOR 30 DAYS.

Subtotal
Sales Tax (8.25%)
Total