

TCEQ Interoffice Memorandum

TO: Office of the Chief Clerk
Texas Commission on Environmental Quality

THRU: Chris Kozlowski, Team Leader
Water Rights Permitting Team

FROM: Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team

DATE: January 26, 2024

SUBJECT: Har-Vest
ADJ 248
CN600516959, RN108486903
Application No. 23-248G to Amend Certificate of
Adjudication No. 23-248
Texas Water Code §§ 11.122, 11.085, Not Requiring Notice
Rio Grande, Rio Grande Basin
Cameron County

The application was received on October 25, 2023, and fees were received on October 30, 2023. Additional information was received on December 13, 2023 and January 18, 2024. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on January 26, 2024. No notice is required pursuant to 30 TAC § 303.4(2).

All fees have been paid and the application is sufficient for filing.

Jeremy Walker-Lee

Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

OCC Mailed Notice Required YES NO

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 26, 2024

Mr. Wayne Halbert, Consultant
3226 Garden Field Ln
Katy, TX 77450-1010

VIA E-MAIL

RE: Har-Vest
ADJ 248
CN600516959, RN108486903
Application No. 23-248G to Amend Certificate of Adjudication No. 23-248
Texas Water Code §§ 11.122, 11.085, Not Requiring Notice
Rio Grande, Rio Grande Basin
Cameron County

Dear Mr. Halbert:

This acknowledges receipt of additional information on December 13, 2023 and January 18, 2024.

The application was declared administratively complete and filed with the Office of the Chief Clerk on January 26, 2024. Staff will continue processing the application for consideration by the Executive Director.

Please be advised that additional information may be requested during the technical review phase of the application process.

If you have any questions concerning the application, please contact me via email at Jeremy.walker-lee@tceq.texas.gov or by phone at 512-239-0637.

Sincerely,

A handwritten signature in cursive script that reads "Jeremy Walker-Lee".

Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Jeremy Walker-Lee

From: Wayne Halbert [REDACTED]
Sent: Thursday, January 18, 2024 10:44 AM
To: Jeremy Walker-Lee; Humberto Galvan; Chris Kozlowski
Subject: Har-Vest
Attachments: Letter to Jeremy Walker TCEQ.pdf

Attached is a letter authorizing the use of the information Tudor Uhlhorn sent in to clarify the transaction for Har-Vest. If there is an additional charge for this transaction besides the checks #2543 for \$100 and #2550 for \$112.50, or any additional information needed please let me know. Thank you.

Wayne Halbert

Jeremy Walker-Lee

From: Tudor Uhlhorn [REDACTED]
Sent: Friday, January 12, 2024 4:58 PM
To: Wayne Halbert [REDACTED]
Cc: Jeremy Walker-Lee; Chris Kozlowski; Humberto Galvan
Subject: FW: Har-Vest, a General Texas Partnership Application No. 23-248G
Attachments: Har-Vest Letter to Wayne Halbert 1-12-2024 - Re Cert of Adj 23-248G.pdf; Har-Vest - 1-12-24 Description of Lands to Include in Amended Certificate 23-248G.pdf; Har-Vest_A_General_Texas_Partnership_23-248G_Draft_RFI_2_01.09.2024.pdf

Dear Wayne:

I have attached Har-Vest's response to the January 9, 2024, letter addressed to you from Jeremy Walker-Lee, Project Manager, TCEQ Water Rights and Availability Section (copy attached). I have also attached a PDF file that describes the "lands to be included" on the Amended Certificate of Adjudication No. 23-248G. My calculations indicate that the total land to be irrigated on the Amended Certificate should be 1,385.907 acres and not the 1,387.37 acres stated in Jeremy's request for clarification. Additionally, the 1,385.907 acres to be irrigated do not include Blocks 1A and 1B of the Randall's Irrigated Farms Subdivision that lie within the IBWC Arroyo Colorado floodway and cannot be irrigated. The 1,385.907 acres have already had Blocks 1A and 1B deducted.

I have also copied the following individuals at the TCEQ Water Rights and Availability Section on this email:

1. Jeremy Walker-Lee, Project Manager
2. Chris Kozlowski, Water Rights Permits
3. Humberto Galvan, Manager

Please let me know if you have any questions.

Sincerely,

Tudor G. Uhlhorn, Managing Partner
Har-Vest, a Texas General Partnership
2601 S. 77 Sunshine Strip
Harlingen, Texas 78550-8320
Tel: 956-423-6344 Fax: 956-423-6356
Cell: 956-367-6344
[REDACTED]

From: Jeremy Walker-Lee <Jeremy.Walker-Lee@tceq.texas.gov>
Sent: Tuesday, January 9, 2024 3:08 PM
To: Wayne Halbert [REDACTED]
Cc: Chris Kozlowski <chris.kozlowski@tceq.texas.gov>; Humberto Galvan <Humberto.Galvan@tceq.texas.gov>; Tudor Uhlhorn [REDACTED]
Subject: Har-Vest, a General Texas Partnership Application No. 23-248G

Good Afternoon Mr. Halbert,

Please see the attached request for information letter for Har-Vest, a General Texas Partnership 23-248G and provide a response by 02/08/24.

Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
512-239-0637

**Har-Vest – Corrected Description of lands to be included
in
TCEQ Application to Amend Certificate of Adjudication No. 23-248G:**

Date: January 10, 2024

**Prepared by Tudor G. Uhlhorn, Managing Partner
Har-Vest, a Texas General Partnership**

Corrected Acreage:

Tract No. 1 – 755.847 acres to be included in lands to be irrigated in Cameron County, TX

Tract No. 2 – 630.610 acres to be included as lands to be irrigated in Cameron County, TX

1,385.907 Total Acres to include in Amended Certificate 23-248G*

(Note: All Blocks located in the Bayview Citrus Groves Subdivision, Unit No. 4, Cameron County, Texas, are to be DELETED as lands in Amended Certificate No. 23-248G)

Tract No. 1 Description for inclusion in Amended Certificate 23-248G:

Har-Vest Blocks at Adams Gardens Farm location – 755.847* acres

755.847 acres, described as Blocks 4 (134.025 ac.), 5 (58.567 ac.), 6 (21.786 ac.), 9 (108.465 ac.), 10 (61.872 ac.), 13 (146.497 ac.), 15 (78.770 ac.) & 16 (145.865 ac.) out of Randall's Irrigated Farm Subdivision, according to Map or Plat thereof recorded in Volume 31, Page 22 of the Map Records of Cameron County, Texas.

(Note: Blocks 1a (21.790 ac.) and 1b (50.320 ac.) owned by Har-Vest out of Randall's Irrigated Farm Subdivision lie within the IBWC Arroyo Colorado Floodway and are incapable of being irrigated and are therefore NOT to be included in lands for Amended Certificate 23-248G.

Tract No. 2 Description for inclusion in Amended Certificate 23-248G:

Har-Vest Blocks at Briggs-Coleman Farm location – 630.610 acres

TRACT 1 - 562.05 acres:

562.05 acres of Block 236, Ojo de Agua Tract;

BEGINNING at the Northeast corner of Block 236, Ojo de Agua Tract, Cameron County, Texas;

THENCE, along the North line of Block 236, North 82 degrees 22 minutes 30 seconds West, a distance of 3609.5 feet to the Northeast corner of Block 237;

THENCE, along the East line of Block 237, South 7 degrees 37 minutes 30 seconds West, a distance of 417.3 feet to the Southeast corner of Block 237;

THENCE, South 82 degrees 37 minutes 30 seconds East, a distance of 600.00 feet to a point;

THENCE, South 7 degrees 37 minutes 30 seconds West, a distance of 1106.4 feet to a point;

THENCE, North 82 degrees 22 minutes 30 seconds West, a distance of 8040.0 feet to a point;

THENCE, South 7 degrees 37 minutes 30 seconds West, a distance of 1642.3 feet to a point in the South line of Block 236;

THENCE, along the South line of Block 236, South 81 degrees 38 minutes 30 seconds East, a distance of 11,491.1 feet to the Southeast corner of Block 236;

THENCE, along the East line of Block 236, North 0 degrees 02 minutes 30 seconds East, a distance of 3340.0 feet to a POINT OF BEGINNING, CONTAINING 562.05 acres, more or less.

TRACT 2 – 42.51 acres

42.51 acre of Block 241, Ojo de Agua Tract;

BEGINNING at the Southeast corner of Block 241, Ojo de Agua Tract, Cameron County, Texas;

THENCE, along the East line of Block 241, North 8 degrees 21 minutes 20 seconds East, a distance of 2244.0 feet to a point;

THENCE, North 81 degrees 38 minutes 40 seconds West, a distance of 825.0 feet to a point in the West line of Block 241;

THENCE, along the West line of Block 241, South 8 degrees 21 minutes 20 seconds West, a distance of 2244.0 feet to the Southwest corner of Block 241;

THENCE, along the South line of Block 241, South 81 degrees 38 minutes 40 seconds East, a distance of 825.0 feet to a POINT OF BEGINNING, CONTAINING 42.5 acres of land, more or less.

TRACT 3 – 18.0 acres

The west 20.0 acres of Block 33, Briggs-Coleman Subdivision in Surveys 271-272, Cameron County, Texas, EXCEPT a 2.0 acre tract described as follows:

BEGINNING at a point in the East line of the West 20.0 acres of Block 33, Briggs-Coleman Subdivision of Survey 271 and the North 200.0 acres of Survey 272, said point is North 0 degrees 14 minutes East, a distance of 20.0 feet from the Southeast corner of the West 20.0 acres of Block 33;

THENCE, North 89 degrees 46 minutes West, parallel to and 20.0 feet North of the South line of Block 33, a distance of 278.29 feet to a point;

THENCE, North 0 degrees 14 minutes East, a distance of 313.16 feet to a point;

THENCE, South 89 degrees 46 minutes East, a distance of 278.29 feet to a point in the East line of the West 20.0 acres of Block 33;

THENCE, along the East line of the West 20.0 acres of Block 33, South 0 degrees 14 minutes West, a distance of 313.06 feet to the POINT OF BEGINNING.

TRACT 4 – 8.05 acres:

BEGINNING at the Northwest corner of Tract 238, Ojo de Agua Tract, Cameron County, Texas;

THENCE South 00 degrees 02 minutes 20 seconds West, along the West line of Tract 238, a distance of 3,477.5 feet to a point, such point being on the South line of Tract 238;

THENCE, South 81 degrees 38 minutes 40 seconds East, along said South line, a distance of 100.89 feet to a point;

THENCE, North 00 degrees 02 minutes 30 seconds East, a distance of 3,477.59 feet to a point on the North line of Tract 238;

THENCE, North 82 degrees 22 minutes 30 seconds West, along the North line of Tract 238, a distance of 100.87 feet to the POINT OF BEGINNING, CONTAINING 8.05 acres, more or less.

HAR-VEST
2601 S. 77 Sunshine Strip
Harlingen, Texas 78550-8320
TEL. 956-423-6344 • FAX 956-423-6356

Via Email: [REDACTED]

January 12, 2024

Mr. Wayne Halbert, Consultant
3226 Garden Field Ln.
Katy, TX 77450-1010

Re: Har-Vest
ADJ 248
CN600516959, RN108486903
Application No. 23-248G to Amend Certificate of Adjudication 23-248
Texas Water Code §§ 11.122, 11.085, Not Requiring Notice
Rio Grande, Rio Grande Basin
Cameron County

Dear Wayne:

I received a copy of the letter dated January 9, 2024, addressed to you from Jeremy Walker-Lee, Project Manager with the Texas Commission on Environmental Quality (TCEQ) Water Rights Permitting Section (copy attached), regarding the abovementioned matter.

In his letter, Jeremy requests additional information to finalize the abovementioned application.

1. Confirm that the total additional acreage to be irrigated is 1,387.37 acres in Cameron County.

Har-Vest's Response: The corrected acreage to be irrigated should be **1,385.907** acres. I have attached a PDF file (Har-Vest – 1-12-24 Description of Lands to Include in Amended Certificate 23-248G.pdf) that describes the acreage in Tract 1 and Tract 2 to include as “acreage to be irrigated” on the amended Certificate 23-248G.

2. Confirm that the applicant is requesting to omit blocks 1A and 1B of the Randall's Irrigated Farm Subdivision from the additional acreage to be irrigated.

Har-Vest's Response: Har-Vest has intentionally omitted blocks 1A (21.790 ac.) and 1B (50.320 ac.) from the additional acreage to be irrigated. Blocks 1A and 1B cannot be irrigated and are not included in the 1,385.907 acres to be irrigated.

The total acres to be irrigated under Amended Certificate No 23-248G is 1,385.907.

Additionally, please confirm the following with Jeremy;

- 1) All references to any land in Unit No. 4, Bayview Citrus Groves Subdivision, Cameron County, Texas, should not be included as “acreage to be irrigated” in the Amended Certificate No. 23-248G.
- 2) Har-Vest, a Texas General Partnership, will be the sole (100%) owner of Amended Certificate No. 23-248G once the transfer is complete.

I have copied the following individuals within the TCEQ Water Rights and Availability Section on this communication.

- 1) Jeremy Walker-Lee, Project Manager
- 2) Chris Kozlowski, Water Rights Permits
- 3) Humberto Galvan, Manager

Please let me know if you have any questions or require additional information.

Sincerely,



Tudor G. Uhlhorn
Managing Partner

Copies: Jeremy Walker-Lee @ Jeremy.Walker-Lee@tceq.texas.gov
Chris Kozlowski @ Chris.Kozlowski@tceq.texas.gov
Humberto Galvan @ Humberto.Galvan@tceq.texas.gov

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 09, 2024

Mr. Wayne Halbert, Consultant
3226 Garden Field Ln
Katy, TX 77450-1010

VIA E-MAIL

RE: Har-Vest
ADJ 248
CN600516959, RN108486903
Application No. 23-248G to Amend Certificate of Adjudication No. 23-248
Texas Water Code §§ 11.122, 11.085, Not Requiring Notice
Rio Grande, Rio Grande Basin
Cameron County

Dear Mr. Halbert:

This acknowledges receipt, on December 12 and 13, 2024, of additional information.

Additional information is required before the application can be declared administratively complete.

1. Confirm that the total additional acreage to be irrigated is 1,387.37 acres in Cameron County.
2. Confirm that the applicant is requesting to omit blocks 1A and 1B of the Randalls Irrigated Farms Subdivision from the additional acreage to be irrigated.

Please provide the requested information by February 08, 2024, or the application may be returned pursuant to Title 30 Texas Administrative Code § 281.18.

If you have any questions concerning this matter, please contact me via email at jeremy.walker-lee@tceq.texas.gov or by telephone at (512) 239-0637.

Sincerely,

A handwritten signature in cursive script that reads "Jeremy Walker-Lee".

Jeremy-Walker-Lee, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Jeremy Walker-Lee

From: Tudor Uhlhorn [REDACTED]
Sent: Tuesday, December 12, 2023 6:02 PM
To: Jeremy Walker-Lee
Cc: Wayne Halbert
Subject: Har-Vest, a General Texas Partnership Application No. 23-248G
Attachments: Warranty Deeds from Uhlhorn & Others into Har-Vest for Irrig Land in Randall's Irrig Farm Subd, Cameron County Tx.pdf; Warranty Deed from John Hancock Life Ins Co to Har-Vest for 630.6 ac Briggs-Coleman Farm 11-25-1991.pdf

Jeremy:

Thank you very much for speaking with me earlier this afternoon.

During our conversation, I came to understand that we have two issues to be addressed:

The first issue is that Blocks 1A, 1B, 4, 6, 9, 10, 13, 15 & 16 out of Randall's Irrigated Farms Subdivision out of the Adams Gardens Subdivision, Cameron County, Texas are 100% owned by Har-Vest. Har-Vest came to own 100% of these tracts via two separate Warranty Deeds dated January 1, 1986.

- 1) The first Warranty Deed (Document No. 11709), dated January 1, 1986, transferred a 50% undivided interest in the above-referenced tracts from the Estate of H.M. Uhlhorn, Deceased to Har-Vest, a Texas General Partnership. The Warranty Deed is executed on behalf of THE ESTATE OF H.M. UHLHORN, DECEASED by JULIE G. UHLHORN, INDEPENDENT EXECUTRIX.

The second Warranty Deed (Document No. 11710), dated January 1, 1986, transferred a 50% undivided interest in the above-referenced tracts from Julie G. Uhlhorn to Har-Vest, a Texas General Partnership. Julie G. Uhlhorn executes the Warranty Deed. In 2004, an error was discovered on this original Warranty Deed (Document No. 11710) related to tracts described in the original WD out of Unit No. 4 of the Bayview Citrus Groves Subdivision, Cameron County. On June 29, 2004, Julie G. Uhlhorn executed a CORRECTION WARRANTY DEED effective January 1, 1986. There was no error on the Warranty Deed from the Estate of H.M. Uhlhorn dated January 1, 1986, so no correction deed was required.

Based on the Warranty Deeds above, as of January 1, 1986, ownership of 100% Fee Simple Title to Blocks 1A, 1B, 4, 6, 9, 10, 13, 15, & 16 out of Randalls Irrigated Farms Subdivision out of Adams Gardens Subdivision, Cameron County, Texas is vested in Har-Vest, a Texas General Partnership.

- 2) In 1987, Har-Vest, a Texas General Partnership, purchased Block 5 in the Randall's Irrigated Farms Subdivision in Cameron County, Texas from Maxey Grossenbacher, Trustee. A copy of the Warranty Deed WITH VENDOR's LIEN dated May 22, 1987, and the RELEASE OF LIEN effective November 4, 1997, for this purchase of Block (5) by Har-Vest are attached.

Today, Har-Vest, a Texas General Partnership, is 100% owner of Blocks 1A*, 1B*, 4, 5, 6, 9, 10, 13, 15 & 16 of the Randalls Irrigated Farms Subdivision out of the Adams Gardens Subdivision, Cameron County, Texas. These tracts are to be included in the lands associated with Certificate of Adjudication 23-248G.

***Blocks 1A and 1B lie within the IBWC Arroyo Colorado Floodway and are not part of the Harlingen Irrigation District as they cannot be irrigated. I recommend that only Blocks 4, 5, 6, 9, 10, 13, 15 & 16 be attached as lands for Certificate of Adjudication No. 23-248G. If the entire Tract owned by Har-Vest at this location must be included, then include Blocks 1A and 1B.**

Copies of the above-referenced Warranty Deeds, Correction Warranty Deed, and Release of Lien are attached in PDF format.

The second issue that came up in our conversation was that you mentioned that it was the TCEQ's understanding that "TRACT FIVE" described as 588.04 acres of land, more or less, out of Lot 3 and Lot 4 of the North 1,385.42 acres of the Southwest 4,814 acres in the Buena Vista Grant, Cameron County, Texas. listed in all of the January 1, 1986, Warranty Deeds from The H.M. Uhlhorn Testamentary Trust (50% Interest) and Julie G. Uhlhorn (50% Interest) referenced above, to Har-Vest, a Texas general partnership was to be included in lands associated with Certificate 23-248G. **THIS IS INCORRECT. TRACT FIVE FROM THESE DEEDS IS NOT TO BE ASSOCIATED WITH OR INCLUDED ON CERTIFICATE OF ADJUDICATION 23-248G.**


Second set of Tract(s) to be associated with Certificate of Adjudication 23-248G:

The additional tract(s) of land to be associated or included on Application 23-248G are described on the attached Special Warranty Deed from John Hancock Life Insurance Co. to Har-Vest, a Texas general partnership dated November 25, 1991, for 630.6 acres (Described as Tracts 1, 2, 3 & 4) and recorded in Book 1786, Pages 76 – 78, Official Records of Cameron County, Texas. THESE 630.6 acres, more or less, **ARE to be ASSOCIATED WITH OR INCLUDED ON APPLICATION 23-248G.**

I have copied Wayne Halbert on this email. I am glad that we had the opportunity to speak this afternoon. Otherwise, I would not have known about the incorrect tract of land (TRACT FIVE 588.04 acres) that was about to be added to the Certificate. I know that this transfer is more complicated than most. To that end, I would appreciate the chance to review a preliminary or draft copy of the revised Certificate of Adjudication to ensure everything is correct before it is finalized.

Should you have any questions, please do not hesitate to contact me via email or at the numbers listed below.

Sincerely,

Tudor G. Uhlhorn
2601 S. 77 Sunshine Strip
Harlingen, Texas 78550-8320
Tel: 956-423-6344 Fax: 956-423-6356
Cell: 956-367-6344


**Special Warranty Deed
Into
Har-Vest, a Texas General Partnership**

**November 25, 1991 – Special Warranty Deed from
John Hancock Mutual Life Insurance Company to
Har-Vest, a Texas General Partnership recorded in
Book 1786, Pages 76 – 78, Official Records of
Cameron County, Texas for 630.6 acres more or less
more particularly described below:**

TRACT 1:

562.05 acres of Block 236, Ojo de Agua Tract;

BEGINNING at the Northeast corner of Block 236, Ojo de Agua Tract, Cameron County, Texas;

THENCE, along the North line of Block 236, North 82 degrees 22 minutes 30 seconds West, a distance of 3609.5 feet to the Northeast corner of Block 237;

THENCE, along the East line of Block 237, South 7 degrees 37 minutes 30 seconds West, a distance of 417.3 feet to the Southeast corner of Block 237;

THENCE, South 82 degrees 37 minutes 30 seconds East, a distance of 600.00 feet to a point;

THENCE, South 7 degrees 37 minutes 30 seconds West, a distance of 1106.4 feet to a point;

THENCE, North 82 degrees 22 minutes 30 seconds West, a distance of 8040.0 feet to a point;

THENCE, South 7 degrees 37 minutes 30 seconds West, a distance of 1642.3 feet to a point in the South line of Block 236;

THENCE, along the South line of Block 236, South 81 degrees 38 minutes 30 seconds East, a distance of 11,491.1 feet to the Southeast corner of Block 236;

THENCE, along the East line of Block 236, North 0 degrees 02 minutes 30 seconds East, a distance of 3340.0 feet to a POINT OF BEGINNING, CONTAINING 562.05 acres, more or less.

TRACT 2:

42.51 acre of Block 241, Ojo de Agua Tract;

BEGINNING at the Southeast corner of Block 241, Ojo de Agua Tract, Cameron County, Texas;

THENCE, along the East line of Block 241, North 8 degrees 21 minutes 20 seconds East, a distance of 2244.0 feet to a point;

THENCE, North 81 degrees 38 minutes 40 seconds West, a distance of 825.0 feet to a point in the West line of Block 241;

THENCE, along the West line of Block 241, South 8 degrees 21 minutes 20 seconds West, a distance of 2244.0 feet to the Southwest corner of Block 241;

THENCE, along the South line of Block 241, South 81 degrees 38 minutes 40 seconds East, a distance of 825.0 feet to a POINT OF BEGINNING, CONTAINING 42.5 acres of land, more or less.

TRACT 3:

The west 20.0 acres of Block 33, Briggs-Coleman Subdivision in Surveys 271-272, Cameron County, Texas, EXCEPT a 2.0 acre tract described as follows:

BEGINNING at a point in the East line of the West 20.0 acres of Block 33, Briggs-Coleman Subdivision of Survey 271 and the North 200.0 acres of Survey 272, said point is North 0 degrees 14 minutes East, a distance of 20.0 feet from the Southeast corner of the West 20.0 acres of Block 33;

THENCE, North 89 degrees 46 minutes West, parallel to and 20.0 feet North of the South line of Block 33, a distance of 278.29 feet to a point;

THENCE, North 0 degrees 14 minutes East, a distance of 313.16 feet to a point;

THENCE, South 89 degrees 46 minutes East, a distance of 278.29 feet to a point in the East line of the West 20.0 acres of Block 33;

THENCE, along the East line of the West 20.0 acres of Block 33, South 0 degrees 14 minutes West, a distance of 313.06 feet to the POINT OF BEGINNING.

TRACT 4:

BEGINNING at the Northwest corner of Tract 238, Ojo de Agua Tract, Cameron County, Texas;

THENCE South 00 degrees 02 minutes 20 seconds West, along the West line of Tract 238, a distance of 3,477.5 feet to a point, such point being on the South line of Tract 238;

THENCE, South 81 degrees 38 minutes 40 seconds East, along said South line, a distance of 100.89 feet to a point;

THENCE, North 00 degrees 02 minutes 30 seconds East, a distance of 3,477.59 feet to a point on the North line of Tract 238;

THENCE, North 82 degrees 22 minutes 30 seconds West, along the North line of Tract 238, a distance of 100.87 feet to the POINT OF BEGINNING, CONTAINING 8.05 acres, more or less.

SPECIAL WARRANTY DEED

R.E. No. 16335

BOOK 1786 PAGE 76

OFFICIAL RECORDS 38029

THIS INDENTURE, made this 25th day of November, A.D., 1991, between JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Massachusetts and having its principal place of business in Boston, in the County of Suffolk, and Commonwealth of Massachusetts (Grantor), and HAR-VEST, a Texas General Partnership, having its principal place of business at 2601 S. Highway 77, Harlingen, Texas 78550, (Grantee)

WITNESSETH, That the Grantor, for the sum of Ten and 00/000 (\$10.00) Dollars, and other good and valuable consideration, to it paid by the Grantee, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee the following land and improvements thereon, situated in the County of Cameron, and State of Texas, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

The premises described hereunder are hereby conveyed "as is," by the tract and not by the acre, the acreage not being guaranteed by the Grantor, and are also conveyed subject to all outstanding mineral rights or reservations, oil, gas or mineral leases, water districts, water rights, restrictions or reservations, roadways, rights of way, easements, any contracts purporting to limit or regulate the use, occupancy or enjoyment of said premises, and any matters which could be disclosed by an accurate, current survey or inspection of said premises.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its heirs and assigns, forever.

And Grantor does hereby warrant and forever defend all and singular the said premises unto the Grantee, its heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under it, except as aforesaid, but against none other.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Donald A. Morway one of its Assistant Treasurers, on the day and year first-above written.

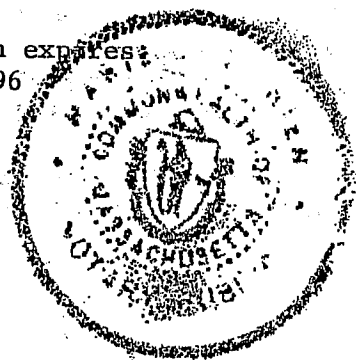
HANCOCK MUTUAL LIFE INSURANCE COMPANY
Donald A. Morway
Donald A. Morway Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)ss.

Before me, Marie C. O'Brien, a Notary Public in and for said Commonwealth, on this day personally appeared Donald A. Morway, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be an Assistant Treasurer of John Hancock Mutual Life Insurance Company, a Massachusetts corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and official seal this 25th day of November, 1991.

My commission expires:
August 9, 1996

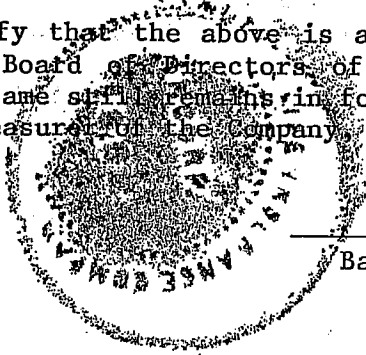


Marie C. O'Brien
Marie C. O'Brien
Notary Public in and for said Commonwealth

At a meeting of the Board of Directors of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY held January 14, 1991, a quorum being present it was

VOTED: That the Chairman of the Board, the President, any Sector President, the Chief Financial Officer, the General Counsel, any Senior Executive Vice President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, any Treasury Officer, any Senior Investment Officer, any Investment Officer, any Senior Mortgage Investment Officer and any Mortgage Investment Officer of the Company, or any one of them, are hereby authorized to execute and seal with the corporate seal, acknowledge, and deliver any and all instruments required in connection with any investment, sale or loan authorized by the Committee of Finance.

I hereby certify that the above is a true copy of a vote passed January 14, 1991, by the Board of Directors of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY; that the same still remains in force, and that Donald A. Morway is an Assistant Treasurer of the Company, this 25th day of November, 1991.



Barry P. Sanborn
Barry P. Sanborn Assistant Secretary

This instrument was prepared by:

[Signature]
JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
John Hancock Pl., P. O. Box 111, Boston, MA 02117

TRACT NO. 1:

562.05 acres of Block 236, Ojo De Agua Tract: Beginning at the Northeast corner of Block 236, Ojo de Agua Tract, Cameron County, Texas; THENCE along the North line of Block 236, North 82 deg. 22 min. 30 sec. West, a distance of 3609.5 feet to the Northeast corner of Block 237;

THENCE along the East line of Block 237, South 7 deg. 37 min. 30 sec. West, a distance of 417.3 feet to the Southeast corner of Block 237;

THENCE South 82 deg. 37 min. 30 sec. East, a distance of 600.00 feet to a point;
THENCE South 7 deg. 37 min. 30 sec. West, a distance of 1106.4 feet to a point;

THENCE North 82 deg. 22 min. 30 sec. West, a distance of 8040 feet to a point;
THENCE South 7 deg. 37 min. 30 sec. West, a distance of 1642.3 feet to a point in the South line of Block 236;

THENCE along the South line of Block 236, South 81 deg. 38 min. 40 sec. East, a distance of 11,491.1 feet to the Southeast corner of Block 236;

THENCE along the East line of Block 236, North 0 deg. 02 min. 30 sec. East, a distance of 3340.0 feet to the point of beginning, containing 562.05 acres, more or less.

TRACT NO. 2:

42.5 acres of Block 241, Ojo De Agua Tract: BEGINNING at the Southeast corner of Block 241, Ojo de Agua Tract, Cameron County, Texas;

THENCE along the East line of Block 241, North 8 deg. 21 min. 20 sec. East, a distance of 2244.0 feet to a point;

THENCE North 81 deg. 38 min. 40 sec. West, a distance of 825.0 feet to a point in the West line of Block 241;

THENCE along the West line of Block 241, South 8 deg. 21 min. 20 sec. West, a distance of 2244.0 feet to the Southwest corner of Block 241;

THENCE along the South line of Block 241, South 81 deg. 38 min. 40 sec. East, a distance of 825.0 feet to the point of beginning, containing 42.5 acres, more or less.

TRACT No. 3:

The West 20.0 acres of Block 33, BRIGGS-COLEMAN SUBDIVISION in Surveys 271-272, Cameron County, Texas, except a 2.0 acre tract described as follows:

BEGINNING at a point in the East line of the West 20.0 acres of Block 33, Briggs-Coleman Subdivision of Survey 271, and the North 200.0 acres of Survey 272, said point is North 0 deg. 14 min. East, a distance of 20.0 feet from the Southeast corner of the West 20.0 acres of Block 33;

THENCE North 89 deg. 46 min. West, parallel to and 20.0 feet North of the South line of Block 33, a distance of 278.29 feet to a point;

THENCE North 0 deg. 14 min. East, a distance of 313.16 feet to a point;

THENCE South 89 deg. 46 min. East, a distance of 278.29 feet to a point in the East line of the West 20.0 acres of Block 33;

THENCE along the East line of the West 20.0 acres of Block 33, South 0 deg. 14 min. West, a distance of 313.06 feet to the point of beginning.

TRACT No. 4:

BEGINNING at the Northwest corner of TRACT 238, OJO DE AGUA GRANT, Cameron County, Texas; THENCE South 00 degrees 02 minutes, 30 seconds West, along the West line of Tract 238, a distance of 3,477.5 feet to a point, such point being on a South line of Tract 238;

THENCE South 81 degrees, 38 minutes, 40 seconds East, along said South line, a distance of 100.88 feet to a point;

THENCE North 00 deg. 02 min. 30 sec. East, a distance of 3,477.59 feet to a point on the North line of Tract 238;

THENCE North 82 deg. 22 min. 30 sec. West, along the North line of Tract 238, a distance of 100.87 feet to the point of beginning, containing 8.05 acres, more or less.

TOGETHER WITH all buildings and improvements situated thereon and all water rights, irrigation rights, canals and water systems appurtenant to said property.

BEING ALL of the property conveyed to Grantor by Deed dated June 4, 1991, recorded in the Office of the Clerk of Cameron County, Texas, on June 4, 1991, in Vol. 1575, Page 243.

STTCo GF No. 91-29538-H/rw

RETURN TO:

Har-Vest
2601 S. Highway 77
Harlingen, Texas 78550
Attn: Tudor Uhlhorn

Warranty Deeds
Into
Har-Vest, a Texas General Partnership
For:

Blocks 1A, 1B, 4, 5, 6, 9, 10, 13, 15 & 16, Randall's Irrigated Farm Subdivision in Cameron County, Texas, according to Map or Plat thereof recorded in Volume 31, Pages 22-28 of the Map Records of Cameron County, Texas

Deed No. 1:

January 1, 1986, Effective Date - Correction Warranty Deed from Julie G. Uhlhorn to Har-Vest, a Texas General Partnership for an undivided one-half (1/2) interest in and to Blocks 1A, 1B, 4, 6, 9, 10, 13, 15 & 16 out of Randall's Irrigated Farms Subdivision, Cameron County, Texas according to a Map or Plat thereof recorded in Volume 31, Pages 22 - 28 of the Map Records of Cameron County, Texas.

(Original Warranty Deed dated January 1, 1986, attached)

Deed No. 2:

January 1, 1986 - Warranty Deed from Julie G. Uhlhorn, Independent Executrix of the Estate of H.M. Uhlhorn, Deceased to Har-Vest, a Texas General Partnership for an undivided one-half (1/2) interest in and to Blocks 1A, 1B, 4, 6, 9, 10, 13, 15 & 16 out of Randall's Irrigated Farm Subdivision, Cameron County, Texas according to a Map or Plat thereof recorded in Volume 31, Pages 22 - 28 of the Map Records of Cameron County, Texas

Deed No. 3:

May 26, 1987 - Warranty Deed from Maxey Grossenbacher, Trustee to Har-Vest, a Texas General Partnership for Block 5, Randalls Irrigated Farm Subdivision in Cameron County, Texas, according to a Map or Plat thereof recorded in Volume 31, Pages 22-28 of the Map Records of Cameron County, Texas.

IMPORTANT NOTE:

Blocks 1A and 1B are not able to be irrigated as they are inside the IB&WC Levee along the Arroyo Colorado and are thus NOT included in the new acres for Use of Certificate of Adjudication 023-248 ABCDEF.

Southern Texas Title Co.
G.F. No. 2003-781

This CORRECTION Warranty Deed is from Julie Gallaher Uhlhorn for a 50% Interest in 769.41 acres out of Randall's Irrigated Farm Subdivision out of the Adams Gardens Subdivision, Cameron County, Texas - AND REPLACES the Original Warranty Deed from Julie Gallaher Uhlhorn dated January 1, 1986 (See Below). NOTE: There is a second Warranty Deed below dated January 1, 1986 whereby Julie Gallaher Uhlhorn, INDEPENDENT EXECUTRIX of the Estate of H. M. Uhlhorn, Deceased transfers the other 50% Interest in the same tracts to Har-Vest (No CORRECTION DEED WAS NEEDED for this 2nd WD).

00037278

CORRECTION WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF CAMERON §

That I, JULIE G. UHLHORN, also known as Julie Gallaher Uhlhorn, of Cameron County and State of Texas for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Har-Vest, a Texas general partnership, of the County of Cameron and State of Texas, all of the following described real property in Cameron County, Texas, to-wit:

TRACT ONE:

An undivided 1/4th interest in and to the following:

64.81 acres more or less, out of Blocks 114 & 153, San Benito Land and Water Company Subdivision, in Cameron County, Texas;

46.15 acres more or less, out of Block 117, San Benito Land and Water Company Subdivision, in Cameron County, Texas;

66.43 acres more or less, out of Block 114 & 153, San Benito Land and Water Company Subdivision, Cameron County, Texas;

29.98 acres, more or less, being 29.73 acres out of Block 113 and 0.25 acres out of Block 154, San Benito Land and Water Company Subdivision, Cameron County, Texas;

15.99 acres, more or less, out of Block 117, San Benito Land and Water Company Subdivision, Cameron County, Texas; and

6.00 acres, more or less out of Block 115, San Benito Land and Water Company Subdivision, Cameron County, Texas.

Doc 00037278 BK V01
DR 10327 P9
150

TRACT TWO:

An undivided one-half (½) interest in and to 769.41 acres out of Blocks 1A, 1B, 4, 6, 9, 10, 13, 15 and 16 out of Randall's Irrigated Farm Subdivision out of the Adams Garden Subdivision, Cameron County, Texas.

TRACT THREE:

An undivided one-half (½) interest in and to the following:

23.68 acres, more or less out of Blocks 33, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

20.00 acres, more or less, out of Block 48, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

21.45 acres, more or less out of Block 24, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

13.61 acres, more or less, out of the north end of Block 40, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

15.03 acres, more or less out of the north end of Block 41, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas.

TRACT FOUR:

256.46 acres, more or less, consisting of Blocks 6 through 18 out of Section 6, Blocks 9 through 13 out of Section 7, Block 10 out of Section 12, the West ½ of Blocks 1, 4, 5 and 8 out of Section 13, and Blocks 2, 3, 6, 7 and 10 out of Section 13, Unit 4, Bayview Citrus Groves Subdivision, Cameron County, Texas.

TRACT FIVE:

An undivided one-half (½) interest in and to 588.04 acres of land, more or less, out of Lot 3 and Lot 4 of the North 1,385.42 acres of the Southwest 4814.0 acres in the Buena Vista Grant, Cameron County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors

and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

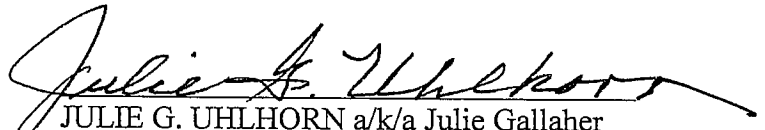
This deed is made as a correction deed in substitution of that certain warranty deed (the "*Warranty Deed*"), dated January 1, 1986, from Julie G. Uhlhorn, as grantor, to Harvest, a Texas general partnership, as grantee, recorded in Volume 40, Pages 379-381 of the Official Records of Cameron County, Texas. The *Warranty Deed* was intended to convey, among other properties, that property out of Bayview Citrus Groves Unit Four (4) Subdivision, Cameron County, Texas partitioned and set aside to Julie Gallaher Uhlhorn in that certain partition deed (the "*Partition Deed*"), dated January 15, 1960, and recorded in Volume 1736, Pages 219-222 of the Official Records of Cameron County, Texas. The *Warranty Deed* included an incorrect legal description of Tract Four therein in that it inadvertently and incorrectly (i) stated that Tract Four included "246.46 acres, more or less" instead of "256.46 acres, more or less", (ii) included Blocks 9 through 13 out of Section 13, and (iii) omitted Blocks 9 through 13 out of Section 7, Block 10 out of Section 12, and Blocks 2, 3, 6, 7 and 10 (which includes 10 acres rather than 5.68 acres as incorrectly stated in the *Partition Deed*) out of Section 13. Accordingly, the incorrect legal description of Tract Four in the original *Warranty Deed* is corrected to read as follows:

256.46 acres, more or less, consisting of Blocks 6 through 18 out of Section 6, Blocks 9 through 13 out of Section 7, Block 10 out of Section 12, the West ½ of Blocks 1, 4, 5 and 8 out of Section 13, and Blocks 2, 3, 6, 7 and 10 out of Section 13, Unit 4, Bayview Citrus Groves Subdivision, Cameron County,

Texas, according to the map or plat thereof recorded in
Volume 9, Page 33 of the Map Records of Cameron County,
Texas.

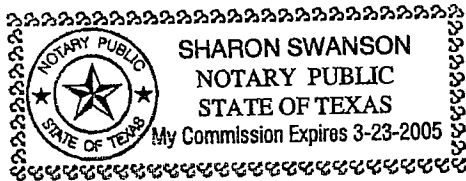
Other than the stated corrections, this deed is intended to restate in all respects the
corrected deed, and the effective date of this *Correction Warranty Deed* relates back to the
effective date of the corrected *Warranty Deed*.

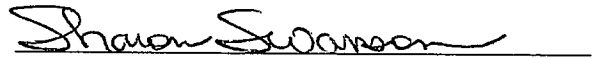
EXECUTED effective as of the 1st day of January, 1986.


JULIE G. UHLHORN a/k/a Julie Gallaher
Uhlhorn

STATE OF TEXAS
COUNTY OF CAMERON

This instrument was acknowledged before me on the 29th day of June, 2004, by Julie G.
Uhlhorn a/k/a Julie Gallaher Uhlhorn.




Notary Public, State of Texas

Mailing Address of Grantee:

Har-Vest
2601 S. 77 Sunshine Strip
Harlingen, Texas 78550

AFTER RECORDING, RETURN TO:

**RANDOLPH KIMBLE WHITTINGTON
ATTORNEY AT LAW
2014 EAST HARRISON STREET
HARLINGEN, TEXAS 78550**

DGC BK Vol Pg
00037278 DR 10327 154

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jul 01, 2004 at 04:57P
Document Number: 00037278

By
DeAnn Cummins
Joe G Rivera, County Clerk
Cameron County

This is the Original Warranty Deed from Julie Gallaher Uhlhorn to Har-Vest that required the CORRECTION Deed to be filed. There were no changes to the acreage transferred out of the Randalls Irrigated Farm Subdivision, out of the Adams Gardens Subdivision, Cameron County. THE OTHER 50% of this acreage is Transferred by Julie G. Uhlhorn, INDEPENDENT EXECUTRIX of the Estate of H.M. Uhlhorn, Deceased. After these transfer 100% interest in these tracts is vested in Har-Vest. See Document 11709 below.

11710

WARRANTY DEED

THE STATE OF TEXAS § OFFICIAL RECORDS
COUNTY OF CAMERON § KNOW ALL MEN BY THESE PRESENTS
§

That I, JULIE G. UHLHORN, of the County of Cameron and State of Texas for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Har-Vest, a Texas general partnership, of the County of Cameron and State of Texas, all of the following described real property in Cameron County, Texas, to-wit:

TRACT ONE:

An undivided 1/4th interest in and to the following:

64.81 acres more or less, out of Blocks 114 & 153, San Benito Land and Water Company Subdivision, in Cameron County, Texas;

46.15 acres more or less, out of Block 117, San Benito Land and Water Company Subdivision, in Cameron County, Texas;

66.43 acres more or less, out of Block 114 & 153, San Benito Land and Water Company Subdivision, Cameron County, Texas;

29.98 acres, more or less, being 29.73 acres out of Block 113 and 0.25 acres out of Block 154, San Benito Land and Water Company Subdivision, Cameron County, Texas;

15.99 acres, more or less, out of Block 117, San Benito Land and Water Company Subdivision, Cameron County, Texas; and

6.00 acres, more or less out of Block 115, San Benito Land and Water Company Subdivision, Cameron County, Texas.

TRACT TWO:

An undivided one-half (1/2) interest in and to 769.41 acres out of Blocks 1A, 1B, 4, 6, 9, 10, 13, 15 and 16 out of Randall's Irrigated Farm Subdivision out of the Adams Garden Subdivision, Cameron County, Texas.

TRACT THREE:

An undivided one-half (1/2) interest in and to the following:

23.68 acres, more or less out of Blocks 33, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

20.00 acres, more or less, out of Block 48, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

21.45 acres, more or less out of Block 2 4, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

13.61 acres, more or less, out of the north end of Block 40, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

15.03 acres, more or less out of the north end of Block 41, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas.

TRACT FOUR:

246.46 acres, more or less, consisting of Blocks 6 through 18 out of Section 6, Blocks 9 through 13 out of Section 13⁺ and the West 1/2 of Blocks 1, 4, 5 and 8 out of Section 13, Unit 4, Bayview Citrus Groves Subdivision, Cameron County, Texas.

TRACT FIVE:

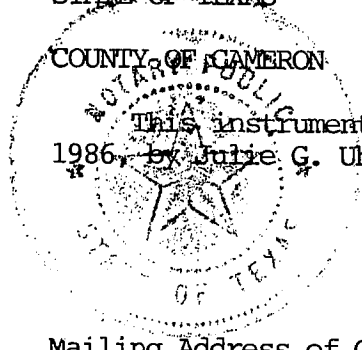
An undivided one-half (1/2) interest in and to 588.04 acres of land, more or less, out of Lot 3 and Lot 4 of the North 1,385.42 acres of the Southwest 4814.0 acres in the Buena Vista Grant, Cameron County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 1st day of January, 1986.

Julie G. Uhlhorn
JULIE G. UHLHORN

STATE OF TEXAS §
COUNTY OF CAMERON §



This instrument was acknowledged before me on the 14th day of April, 1986, by Julie G. Uhlhorn.

Starron Jackson
Notary Public, State of Texas
My Comm Expires 12-5-88

Mailing Address of Grantee:

Har-Vest
2601 S. 77 Sunshine Strip
Harlingen, Texas 78550

19

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11710

FILED FOR RECORD
AT
APR 15 4 43 PM '86
MIKE SHELDON
COUNTY CLERK
CAMERON COUNTY TEXAS

STATE OF TEXAS
COUNTY OF CAMERON

I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and page of the named RECORDS of Cameron County, Texas as stamped hereon by me.



Mike Sheldon

County Clerk
Cameron County, Texas

After recording return to:
J. Edward News Jr.
P.O. Box 231
Huntington, Ok 78551

11709

WARRANTY DEED

THE STATE OF TEXAS

§

OFFICIAL RECORDS

COUNTY OF CAMERON

§

KNOW ALL MEN BY THESE PRESENTS

§

That I, JULIE G. UHLHORN, INDEPENDENT EXECUTRIX OF THE ESTATE OF H. M. UHLHORN, DECEASED, of the County of Cameron and State of Texas for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Har-Vest, a Texas general partnership, of the County of Cameron and State of Texas, all of the following described real property in Cameron County, Texas, to-wit:

TRACT ONE:

An undivided 1/4th interest in and to the following:

64.81 acres more or less, out of Blocks 114 & 153, San Benito Land and Water Company Subdivision, in Cameron County, Texas;

46.15 acres more or less, out of Block 117, San Benito Land and Water Company Subdivision, in Cameron County, Texas;

66.43 acres more or less, out of Block 114 & 153, San Benito Land and Water Company Subdivision, Cameron County, Texas;

29.98 acres, more or less, being 29.73 acres out of Block 113 and 0.25 acres out of Block 154, San Benito Land and Water Company Subdivision, Cameron County, Texas;

15.99 acres, more or less, out of Block 117, San Benito Land and Water Company Subdivision, Cameron County, Texas; and

6.00 acres, more or less out of Block 115, San Benito Land and Water Company Subdivision, Cameron County, Texas.

TRACT TWO:

An undivided one-half (1/2) interest in and to 769.41 acres out of Blocks 1A, 1B, 4, 6, 9, 10, 13, 15 and 16 out of Randall's Irrigated Farm Subdivision out of the Adams Garden Subdivision, Cameron County, Texas.

TRACT THREE:

An undivided one-half (1/2) interest in and to the following:

23.68 acres, more or less out of Blocks 33, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

20.00 acres, more or less, out of Block 48, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

21.45 acres, more or less out of Block 2 4, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

13.61 acres, more or less, out of the north end of Block 40, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

15.03 acres, more or less out of the north end of Block 41, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas.

TRACT FOUR:

246.92 acres, more or less, consisting of Blocks 13, 15, 16 and 18 out of Section 5, and Blocks 11, 16, 18, 20 through 39 out of Section 12, Unit 4, Bayview Citrus Groves Subdivision, Cameron County, Texas.

TRACT FIVE:

An undivided one-half (1/2) interest in and to 588.04 acres of land, more or less, out of Lot 3 and Lot 4 of the North 1,385.42 acres of the Southwest 4814.0 acres in the Buena Vista Grant, Cameron County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors and assigns forever; and I do hereby bind myself, the Estate of H. M. Uhlhorn, Deceased and its heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

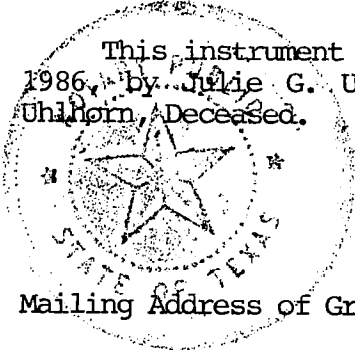
EXECUTED this 1st day of January, 1986.

Julie G. Uhlhorn
 JULIE G. UHLHORN, Independent Executrix
 of the Estate of H. M. Uhlhorn, Deceased

STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on the 14th day of April, 1986, by Julie G. Uhlhorn, as Independent Executrix of the Estate of H. M. Uhlhorn, Deceased.



Sharon Jackson
 Notary Public, State of Texas
 My Comm. Expires 12-5-88

Mailing Address of Grantee:

Har-Vest
 2601 S. 77 Sunshine Strip
 Harlingen, Texas 78550

11709

50

STATE OF TEXAS
 COUNTY OF CAMERON
 I hereby certify that this instrument was FILED on the
 date and at the time stamped hereon by me and was duly
 RECORDED in the volume and page of the named RECORDS
 of Cameron County, Texas as stamped hereon by me.

Mike Sheldon
 County Clerk
 Cameron County, Texas



FILED FOR RECORD
 AT _____

APR 15 4 43 PM '86

MIKE SHELTON
 COUNTY CLERK
 DEPUTY

After recording return to:
J. Edward Mann, Jr.
 P.O. Box 231
 Harlingen, Tx 78551

18

WARRANTY DEED WITH VENDOR'S LIEN

Date: May 22, 1987

OFFICIAL RECORDS

Grantor: MAXEY GROSSENBACHER, Trustee

Grantor's Mailing Address (including county): P.O. Box 22, Harlingen, Cameron County, Texas.

Grantee: HAR-VEST, a Texas General Partnership

Grantee's Mailing Address (including county): 2601 South Highway 77, Harlingen, Cameron County, Texas

Consideration: A note of even date that is in the principal amount of Sixty-Three Thousand Five Hundred and no/100 Dollars (\$63,500.00) and is executed by Grantee, payable to the order of Texas Commerce Bank-Brownsville. The note is secured by a vendor's lien retained in favor of Texas Commerce Bank-Brownsville in this deed and by a deed of trust of even date from Grantee to Jean Ann Robinson, Trustee.

Property (including any improvements): Block Number Five (5) RANDALL'S IRRIGATED FARMS SUBDIVISION in Cameron County, Texas, according to Map or Plat thereof recorded in Volume 31, Page 22 of the Map Records of Cameron County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Visible and apparent easements, to include, but not limited to easements for roadways on or across the property herein described.

Statutory Rights in favor of Adams Gardens Irrigation District No. 19, pursuant to applicable Sections of the Texas Water Code.

Easement and Right of Way dated April 8, 1947, executed by Adams Gardens, Inc. to Central Power & Light Company, recorded in Volume 413, Page 447, Deed Records of Cameron County, Texas.

Easement and Right of Way dated March 17, 1949, executed by Adams Gardens, Inc. to Carthage Hydrocol, Inc., recorded in Volume 462, Page 195, Deed Records of Cameron County, Texas.

Easement and Right of Way dated April 6, 1949, executed by Cameron County Water Control and Improvement District No. 19 to Carthage Hydrocol, Inc., recorded in Volume 464, Page 282, Deed Records of Cameron County, Texas.

Easement dated April 22, 1949, executed by Cameron County Water Control and Improvement District No. 1 to Carthage Hydrocol, Inc., recorded in Volume 466, Page 249, Deed Records of Cameron County, Texas.

Easement dated June 15, 1949, executed by Cameron County Water Control and Improvement District No. 19 to Cameron County, recorded in Volume 467, Page 180, Deed Records of Cameron County, Texas.

Non-Drilling Agreement dated January 4, 1974, executed by Marion W. Berly to The Public, recorded in Volume 74, Page 405, Misc. Deed Records of Cameron County, Texas.

Irrigation Canals, Central Power & Light Pole and Access Easement, Pipe and Access Easement, Oil and Gas Pipeline Easement and Irrigation Pipelines, all as shown on the Map of the Subdivision herein referred to.

Easements in favor of Adams Gardens Irrigation District No. 19.

The Grantee, Har-Vest, a Texas General Partnership, shall not be entitled to possession until September 1, 1987, as Maxey Grossenbacher, Grantor, reserves title to all crops growing on the real estate described herein, and possession until September 1, 1987.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

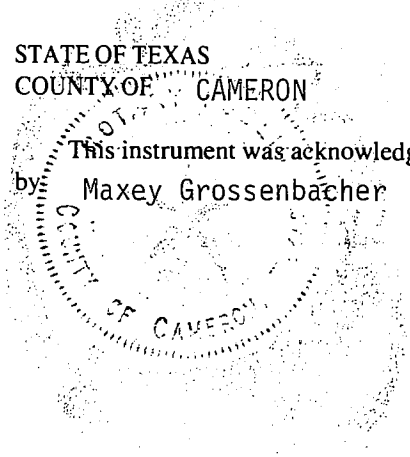
Texas Commerce Bank-Brownsville, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of Texas Commerce Bank-Brownsville and are transferred to that party without recourse on Grantor.

Maxey Grossenbacher
MAXEY GROSSENBACHER, Trustee

(Acknowledgment)

STATE OF TEXAS
COUNTY OF CAMERON

This instrument was acknowledged before me on the 26th day of May, 19 87, by Maxey Grossenbacher



Sonia Longoria
Notary Public, State of Texas
Notary's name (printed): SONIA LONGORIA
Notary's commission expires: My Commission Expires: 4-16-88

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19 _____, by _____ of _____ a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

AFTER RECORDING RETURN TO:
J. Edward Mann, Jr.
P.O. Box 231
Harlingen, Texas 78551

PREPARED IN THE LAW OFFICE OF:
J. Edward Mann, Jr.
P.O. Box 231
Harlingen, Texas 78551

FILED FOR RECORD
AT
MAY 28 5 00 PM '87
JOE C. RIVERA
CAMERON COUNTY CLERK
BY *[Signature]* DEPUTY

17100

STATE OF TEXAS
COUNTY OF CAMERON

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and page of the named RECORDS
of Cameron County, Texas as stamped hereon by me



Joe S. Rivera
County Clerk
Cameron County, Texas

OFFICIAL RECORDS

RELEASE OF LIEN

THE STATE OF TEXAS §
§
COUNTY OF CAMERON §

KNOW ALL MEN BY THESE PRESENTS:

THAT, TEXAS COMMERCE BANK NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO TEXAS COMMERCE BANK - BROWNSVILLE, (the "Bank"), is the beneficiary under that certain Deed of Trust and Security Agreement executed as of May 22, 1987, by HAR-VEST, A TEXAS GENERAL PARTNERSHIP, (the Borrowers), to JEAN ANN ROBINSON, (Trustee), filed for record in Volume 189, Page 941 of the Official Records of Real Property of Cameron County, Texas, (as may have been renewed, extended or modified from time to time, the "Deed of Trust"), which Deed of Trust covers the real property (the "Property") described hereto and incorporated herein by this reference for all purposes and which Deed of Trust secures the indebtedness and obligations described therein (as may have been renewed, extended or modified from time to time, the "Indebtedness"); and:

BLOCK NUMBER FIVE (5), RANDALL'S IRRIGATED FARMS SUBDIVISION IN CAMERON COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 31, PAGE 22 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS.

FOR GOOD AND VALUABLE CONSIDERATION, the Bank hereby RELEASES and DISCHARGES the above described Property from the lien of the Deed of Trust.

Executed on the date indicated on the acknowledgment below, to be effective as of the 4th day of November, 1997.

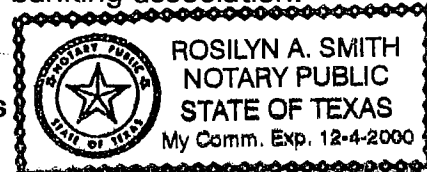
TEXAS COMMERCE BANK NATIONAL ASSOCIATION

By: [Signature]
Name: Oscar Alberto
Title: Officer

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 21st day of November, 1997 by Oscar Alberto, Officer of **TEXAS COMMERCE BANK NATIONAL ASSOCIATION**, a national banking association, on behalf of said banking association.

[Signature]
Notary Public in and for the State of Texas



After Recording Please Return to: Har-Vest, A Texas General Partnership
2601 S. Hwy 77
Harlingen, TX 78550


41348

VOL 4643 PAGE 96

FILED FOR RECORD

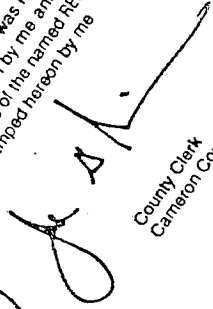
BY

Dec 1 11 22 AM '97

JOE G. RIVERA
CLERK COUNTY COURT
CAMERON COUNTY, TEXAS
BY  DEPUTY

STATE OF TEXAS
COUNTY OF CAMERON
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and page of the named RECORDS of
Cameron County, Texas as stamped hereon by me





County Clerk
Cameron County, Texas

**Texas Commission on Environmental Quality
TELEPHONE MEMO TO THE FILE**

Call to: Jeremy Walker-Lee	Call from: Tudor Ulhorn
Date: 12/12/2023	Application: COA 23-248G

Information for File follows:

Tudor Ulhorn called PM to provide clarification on the warranty deeds provided. Mr. Ulhorn explained the split (1/2) interest in the tracts on the warranty deed dated January 1986 was explained in the documents provided as being owned by Julie Ulhorn of Har-Vest and her inherited estate from her deceased father. Applicant explained that the paperwork provided explained that Har-Vest is now the full sole owner of the tracts provided.

Tudor Ulhorn also clarified that the tracts set to be irrigated were incorrect and that an additional deed with additional tracts to be irrigated would be submitted by him to the PM via email.

Signed *Jeremy Walker-Lee*

**Texas Commission on Environmental Quality
TELEPHONE MEMO TO THE FILE**

Call to: Jeremy Walker-Lee	Call from: Wayne Halbert
Date: 12/12/2023	Application: COA 23-248G

Information for File follows:

Wayne Halbert called PM for clarification on the request for information letter dated 12/08/2023. Mr. Halbert thought that all information needed regarding the deeds had been sent in. Mr. Halbert decided that he will send the another copy of the warranty deeds provided with annotations highlighting the information that is needed by TCEQ.

Signed *Jeremy Walker-Lee*

Jeremy Walker-Lee

From: Jeremy Walker-Lee
Sent: Friday, December 8, 2023 3:58 PM
To: Wayne Halbert
Cc: Chris Kozlowski; Humberto Galvan
Subject: RE: Har-Vest, a General Texas Partnership Application No. 23-248G
Attachments: Har-Vest_A_General_Texas_Partnership_23-248G_RFI_12.08.2023.pdf

Hello Mr. Halbert,

Please disregard the previous request for information letter sent and see the updated letter with the correct due date of 01/08/2024.

Thanks,

Jeremy

From: Jeremy Walker-Lee
Sent: Friday, December 8, 2023 3:46 PM
To: Wayne Halbert [REDACTED]
Cc: Chris Kozlowski <Chris.Kozlowski@tceq.texas.gov>; Humberto Galvan <Humberto.Galvan@tceq.texas.gov>
Subject: Har-Vest, a General Texas Partnership Application No. 23-248G

Good Afternoon Mr. Halbert,

Please see the attached request for information letter for Har-Vest, a General Texas Partnership 23-248G and provide a response by 01/08/23.

Thanks,

Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
512-239-0637

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Kelly Keel, *Interim Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

December 8, 2023

Mr. Wayne Halbert, Consultant
3226 Garden Field Ln
Katy, TX 77450-1010

VIA E-MAIL

RE: Har-Vest
ADJ 248
CN600516959, RN108486903
Application No. 23-248G to Amend Certificate of Adjudication No. 23-248
Texas Water Code §§ 11.122, 11.085, Not Requiring Notice
Rio Grande, Rio Grande Basin
Cameron County

Dear Mr. Halbert:

This acknowledges receipt, on October 26, 2023, of the referenced application, and receipt on November 1, 2023, of fees in the amount of \$112.50 (Receipt No. M402286, copy attached).

Before the application can be declared administratively complete provide an application in the name(s) of all landowners as shown on the deeds; otherwise, proper consent of the application must be provided pursuant to Title 30 TAC § 295.32(a)(5) for the land to be irrigated.

Staff acknowledges submission of the Correction Warranty Deed executed January 1, 1986, however Har-Vest owns only partial interest in multiple tracts. Consent from the landowners acknowledging the permit will be owned by applicant and will not become appurtenant to the land is required.

Please provide the requested information by January 8, 2024, or the application may be returned pursuant to Title 30 TAC § 281.18.

If you have any questions concerning this matter, please contact me via email at jeremy.walker-lee@tceq.texas.gov or by telephone at (512) 239-0637.

Sincerely,

A handwritten signature in cursive script that reads "Jeremy Walker-Lee".

Jeremy-Walker-Lee, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Attachment



30-OCT-23 10:10 AM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
WTR USE PERMITS	WUP	M402286	2550		BS00105720	30-OCT-23	-\$112.50
	WUP	ADJ0248011	103023	N	D4800452		
WATER USE PERMITS		HALBERT, WAYNE/JOE	VHERNAND	CK			
Total (Fee Code):							-\$112.50
Grand Total:							-\$9,683.50

RECEIVED
 NOV 01 2023
 Water Availability Division

RECEIVED
 NOV 01 2023
 Water Availability Division

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

TCEQ WATER RIGHTS PERMITTING APPLICATION

ADMINISTRATIVE INFORMATION CHECKLIST

Complete and submit this checklist for each application. See Instructions Page 5.

APPLICANT(S): Har-Vest, a General Texas Partnership

Indicate whether the following items are included in your application by writing either Y (for yes) or N (for no) next to each item (all items are not required for every application).

Y/N		Y/N	
<u>Y</u>	Administrative Information Report	<u>Y</u>	Worksheet 3.0
<u>N</u>	Additional Co-Applicant Information	<u>Y</u>	Additional W.S. 3.0 for each Point
<u>N</u>	Additional Co-Applicant Signature Pages	<u>N</u>	Recorded Deeds for Diversion Points
<u>Y</u>	Written Evidence of Signature Authority	<u>Y</u>	Consent for Diversion Access
<u>Y</u>	Technical Information Report	<u>N</u>	Worksheet 4.0
<u>N</u>	USGS Map (or equivalent)	<u>N</u>	TPDES Permit(s)
<u>N</u>	Map Showing Project Details	<u>N</u>	WWTP Discharge Data
<u>N</u>	Original Photographs	<u>N</u>	Groundwater Well Permit
<u>N</u>	Water Availability Analysis	<u>N</u>	Signed Water Supply Contract
<u>Y</u>	Worksheet 1.0	<u>N</u>	Worksheet 4.1
<u>Y</u>	Recorded Deeds for Irrigated Land	<u>N</u>	Worksheet 5.0
<u>N</u>	Consent for Irrigated Land	<u>N</u>	Addendum to Worksheet 5.0
<u>N</u>	Worksheet 1.1	<u>N</u>	Worksheet 6.0
<u>N</u>	Addendum to Worksheet 1.1	<u>Y</u>	Water Conservation Plan(s)
<u>N</u>	Worksheet 1.2	<u>N</u>	Drought Contingency Plan(s)
<u>N</u>	Worksheet 2.0	<u>Y</u>	Documentation of Adoption
<u>N</u>	Additional W.S. 2.0 for Each Reservoir	<u>N</u>	Worksheet 7.0
<u>N</u>	Dam Safety Documents	<u>N</u>	Accounting Plan
<u>N</u>	Notice(s) to Governing Bodies	<u>Y</u>	Worksheet 8.0
<u>N</u>	Recorded Deeds for Inundated Land	<u>Y</u>	Fees
<u>N</u>	Consent for Inundated Land	<u>N</u>	Public Involvement Plan

ADMINISTRATIVE INFORMATION REPORT

The following information is required for all new applications and amendments.

*****Applicants are REQUIRED to schedule a pre-application meeting with TCEQ Staff to discuss Applicant's needs prior to submitting an application. Call the Water Rights Permitting Team to schedule a meeting at (512) 239-4600.**

1. TYPE OF APPLICATION (Instructions, Page. 6)

Indicate, by marking X, next to the following authorizations you are seeking.

New Appropriation of State Water

Amendment to a Water Right *

Bed and Banks

****If you are seeking an amendment to an existing water rights authorization, you must be the owner of record of the authorization. If the name of the Applicant in Section 2 does not match the name of the current owner(s) of record for the permit or certificate or if any of the co-owners is not included as an applicant in this amendment request, your application could be returned. If you or a co-applicant are a new owner, but ownership is not reflected in the records of the TCEQ, submit a change of ownership request (Form TCEQ-10204) prior to submitting the application for an amendment. See Instructions page. 6. Please note that an amendment application may be returned, and the Applicant may resubmit once the change of ownership is complete.***

Please summarize the authorizations or amendments you are seeking in the space below or attach a narrative description entitled "Summary of Request."

This amendment application is to add the two Harlingen Irrigation District points of diversion to adjudication number 23-248 and to add the tracts to be irrigated to this change of name. This application is consistent with the Region M and State Water Plans because there is nothing in the plans that conflict with this application.

2. APPLICANT INFORMATION (Instructions, Page. 6)

a. Applicant

Indicate the number of Applicants/Co-Applicants 1
(Include a copy of this section for each Co-Applicant, if any)

What is the Full Legal Name of the individual or entity (applicant) applying for this permit?

Har-Vest, a General Texas Partnership

(If the Applicant is an entity, the legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal documents forming the entity.)

If the applicant is currently a customer with the TCEQ, what is the Customer Number (CN)? You may search for your CN on the TCEQ website at

<http://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

CN : 600516959 (leave blank if you do not yet have a CN).

What is the name and title of the person or persons signing the application? Unless an application is signed by an individual applicant, the person or persons must submit written evidence that they meet the signatory requirements in 30 TAC § 295.14.

First/Last Name: Tudor Uhlhorn

Title: Managing Partner

Have you provided written evidence meeting the signatory requirements in 30 TAC § 295.14, as an attachment to this application? Y/N Y

What is the applicant's mailing address as recognized by the US Postal Service (USPS)? You may verify the address on the USPS website at

<https://tools.usps.com/go/ZipLookupAction!input.action>.

Name: Tudor Uhlhorn

Mailing Address: 2601 S 77 Sunshine Strip

City: Harlingen State: Texas ZIP Code: 78550

Indicate an X next to the type of Applicant:

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

For Corporations or Limited Partnerships, provide:

State Franchise Tax ID Number: _____ SOS Charter (filing) Number: _____

3. APPLICATION CONTACT INFORMATION (Instructions, Page. 9)

If the TCEQ needs additional information during the review of the application, who should be contacted? Applicant may submit their own contact information if Applicant wishes to be the point of contact.

First and Last Name: Wayne Halbert

Title: Consultant

Organization Name: _____

Mailing Address: 3226 Garden Field Lane

City: Katy State: Texas ZIP Code: 77450

Phone Number: 956-873-2816

Fax Number: _____

E-mail Address: 

4. WATER RIGHT CONSOLIDATED CONTACT INFORMATION (Instructions, Page. 9)

This section applies only if there are multiple Owners of the same authorization. Unless otherwise requested, Co-Owners will each receive future correspondence from the Commission regarding this water right (after a permit has been issued), such as notices and water use reports. Multiple copies will be sent to the same address if Co-Owners share the same address. Complete this section if there will be multiple owners and all owners agree to let one owner receive correspondence from the Commission. Leave this section blank if you would like all future notices to be sent to the address of each of the applicants listed in section 2 above.

I/We authorize all future notices be received on my/our behalf at the following:

First and Last Name: _____

Title: _____

Organization Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

5. MISCELLANEOUS INFORMATION (Instructions, Page. 9)

a. The application will not be processed unless all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol by all applicants/co-applicants. If you need assistance determining whether you owe delinquent penalties or fees, please call the Water Rights Permitting Team at (512) 239-4600, prior to submitting your application.

1. Does Applicant or Co-Applicant owe any fees to the TCEQ? Yes / No No

If yes, provide the following information:

Account number: _____ Amount past due: _____

2. Does Applicant or Co-Applicant owe any penalties to the TCEQ? Yes / No No

If yes, please provide the following information:

Enforcement order number: _____ Amount past due: _____

b. If the Applicant is a taxable entity (corporation or limited partnership), the Applicant must be in good standing with the Comptroller or the right of the entity to transact business in the State may be forfeited. See Texas Tax Code, Subchapter F. Applicant's may check their status with the Comptroller at <https://mycpa.cpa.state.tx.us/coa/>

Is the Applicant or Co-Applicant in good standing with the Comptroller? Yes / No Yes

c. The commission will not grant an application for a water right unless the applicant has submitted all Texas Water Development Board (TWDB) surveys of groundwater and surface water use - if required. See TWC §16.012(m) and 30 TAC § 297.41(a)(5). Applicants should check survey status on the TWDB website prior to filing:

https://www3.twdb.texas.gov/apps/reports/WU/SurveyStatus_PriorThreeYears

Applicant has submitted all required TWDB surveys of groundwater and surface water?

Yes / No N/A

6. SIGNATURE PAGE (Instructions, Page. 11)

Applicant:

I, Tudor Uhlhorn, Managing Partner of Har-Vest, a General Texas Partnership
(Typed or printed name) (Title)

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

I further certify that I am authorized under Title 30 Texas Administrative Code §295.14 to sign and submit this document and I have submitted written evidence of my signature authority.

Signature: [Handwritten Signature] Date: 9-11-2023
(Use blue ink)

Subscribed and Sworn to before me by the said

on this 11th day of September, 20 23.

My commission expires on the 15 day of May, 20 27.

Michelle Lynn Minton
Notary Public

Cameron
County, Texas



If the Application includes Co-Applicants, each Applicant and Co-Applicant must submit an original, separate signature page

TECHNICAL INFORMATION REPORT

WATER RIGHTS PERMITTING

This Report is required for applications for new or amended water rights. Based on the Applicant's responses below, Applicants are directed to submit additional Worksheets (provided herein). A completed Administrative Information Report is also required for each application.

Applicants are REQUIRED to schedule a pre-application meeting with TCEQ Permitting Staff to discuss Applicant's needs and to confirm information necessary for an application prior to submitting such application. Please contact the Water Availability Division at (512) 239-4600 or WRPT@tceq.texas.gov to schedule a meeting.

Date of pre-application meeting: _____

1. New or Additional Appropriations of State Water. Texas Water Code (TWC) § 11.121 (Instructions, Page. 12)

State Water is: *The water of the ordinary flow, underflow, and tides of every flowing river, natural stream, and lake, and of every bay or arm of the Gulf of Mexico, and the storm water, floodwater, and rainwater of every river, natural stream, canyon, ravine, depression, and watershed in the state. TWC § 11.021.*

- a. Applicant requests a new appropriation (diversion or impoundment) of State Water? Y / N _____
- b. Applicant requests an amendment to an existing water right requesting an increase in the appropriation of State Water or an increase of the overall or maximum combined diversion rate? Y / N _____ (If yes, indicate the Certificate or Permit number: _____)

If Applicant answered yes to (a) or (b) above, does Applicant also wish to be considered for a term permit pursuant to TWC § 11.1381? Y / N _____

- c. Applicant requests to extend an existing Term authorization or to make the right permanent? Y / N _____ (If yes, indicate the Term Certificate or Permit number: _____)

If Applicant answered yes to (a), (b) or (c), the following worksheets and documents are required:

- **Worksheet 1.0 - Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir requested in the application)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point and/or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach requested in the application)
- **Worksheet 5.0 - Environmental Information Worksheet**
- **Worksheet 6.0 - Water Conservation Information Worksheet**
- **Worksheet 7.0 - Accounting Plan Information Worksheet**
- **Worksheet 8.0 - Calculation of Fees**
- **Fees calculated on Worksheet 8.0 - see instructions Page. 34.**
- **Maps - See instructions Page. 15.**
- **Photographs - See instructions Page. 30.**

Additionally, if Applicant wishes to submit an alternate source of water for the project/authorization, see Section 3, Page 3 for Bed and Banks Authorizations (Alternate sources may include groundwater, imported water, contract water or other sources).

Additional Documents and Worksheets may be required (see within).

2. Amendments to Water Rights. TWC § 11.122 (Instructions, Page. 12)

This section should be completed if Applicant owns an existing water right and Applicant requests to amend the water right. ***If Applicant is not currently the Owner of Record in the TCEQ Records, Applicant must submit a Change of Ownership Application (TCEQ-10204) prior to submitting the amendment Application or provide consent from the current owner to make the requested amendment. If the application does not contain consent from the current owner to make the requested amendment, TCEQ will not begin processing the amendment application until the Change of Ownership has been completed and will consider the Received Date for the application to be the date the Change of Ownership is completed. See instructions page. 6.***

Water Right (Certificate or Permit) number you are requesting to amend: _____

Applicant requests to sever and combine existing water rights from one or more Permits or Certificates into another Permit or Certificate? Y / N _____ (if yes, complete chart below):

List of water rights to sever	Combine into this ONE water right

- a. Applicant requests an amendment to an existing water right to increase the amount of the appropriation of State Water (diversion and/or impoundment)? Y / N _____

*If yes, application is a new appropriation for the increased amount, complete **Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.***

- b. Applicant requests to amend existing Term authorization to extend the term or make the water right permanent (remove conditions restricting water right to a term of years)? Y / N _____

*If yes, application is a new appropriation for the entire amount, complete **Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.***

- c. Applicant requests an amendment to change the purpose or place of use or to add an additional purpose or place of use to an existing Permit or Certificate? Y / N _____
If yes, submit:

- **Worksheet 1.0 - Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 1.2 - Notice: "Marshall Criteria"**

- d. Applicant requests to change: diversion point(s); or reach(es); or diversion rate? Y / N _____
If yes, submit:

- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach)
- **Worksheet 5.0 - Environmental Information** (Required for any new diversion points that are not already authorized in a water right)

- e. Applicant requests amendment to add or modify an impoundment, reservoir, or dam? Y / N _____

*If yes, submit: **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir)*

- f. Other - Applicant requests to change any provision of an authorization not mentioned above? Y / N_____ *If yes, call the Water Availability Division at (512) 239-4600 to discuss.*

Additionally, all amendments require:

- **Worksheet 8.0 – Calculation of Fees; and Fees calculated – see instructions Page. 34**
- **Maps – See instructions Page. 15.**
- **Additional Documents and Worksheets may be required (see within).**

3. Bed and Banks. TWC § 11.042 (Instructions, Page 13)

- a. Pursuant to contract, Applicant requests authorization to convey, stored or conserved water to the place of use or diversion point of purchaser(s) using the bed and banks of a watercourse? TWC § 11.042(a). Y/N_____

If yes, submit a signed copy of the Water Supply Contract pursuant to 30 TAC §§ 295.101 and 297.101. Further, if the underlying Permit or Authorization upon which the Contract is based does not authorize Purchaser's requested Quantity, Purpose or Place of Use, or Purchaser's diversion point(s), then either:

- 1. Purchaser must submit the worksheets required under Section 1 above with the Contract Water identified as an alternate source; or*
- 2. Seller must amend its underlying water right under Section 2.*

- b. Applicant requests to convey water imported into the state from a source located wholly outside the state using the bed and banks of a watercourse? TWC § 11.042(a-1). Y / N_____

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps and fees from the list below.

- c. Applicant requests to convey Applicant's own return flows derived from privately owned groundwater using the bed and banks of a watercourse? TWC § 11.042(b). Y / N_____

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.

- d. Applicant requests to convey Applicant's own return flows derived from surface water using the bed and banks of a watercourse? TWC § 11.042(c). Y / N_____

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, Maps, and fees from the list below.

****Please note, if Applicant requests the reuse of return flows belonging to others, the Applicant will need to submit the worksheets and documents under Section 1 above, as the application will be treated as a new appropriation subject to termination upon direct or indirect reuse by the return flow discharger/owner.***

- e. Applicant requests to convey water from any other source, other than (a)-(d) above, using the bed and banks of a watercourse? TWC § 11.042(c). Y / N_____

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.

Worksheets and information:

- **Worksheet 1.0 – Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir owned by the applicant through which water will be conveyed or diverted)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for the downstream limit of each diversion reach for the proposed conveyances)

- **Worksheet 4.0 – Discharge Information Worksheet** (for each discharge point)
- **Worksheet 5.0 – Environmental Information Worksheet**
- **Worksheet 6.0 – Water Conservation Information Worksheet**
- **Worksheet 7.0 – Accounting Plan Information Worksheet**
- **Worksheet 8.0 – Calculation of Fees; and Fees calculated – see instructions Page. 34**
- **Maps – See instructions Page. 15.**
- **Additional Documents and Worksheets may be required (see within).**

4. General Information, Response Required for all Water Right Applications (Instructions, Page 15)

- a. Provide information describing how this application addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement (*not required for applications to use groundwater-based return flows*). Include citations or page numbers for the State and Regional Water Plans, if applicable. Provide the information in the space below or submit a supplemental sheet entitled “Addendum Regarding the State and Regional Water Plans”:

- b. Did the Applicant perform its own Water Availability Analysis? **Y / N**_____

If the Applicant performed its own Water Availability Analysis, provide electronic copies of any modeling files and reports.

- c. Does the application include required Maps? (**Instructions Page. 15**) **Y / N**_____

WORKSHEET 1.0

Quantity, Purpose and Place of Use

1. New Authorizations (Instructions, Page. 16)

Submit the following information regarding quantity, purpose and place of use for requests for new or additional appropriations of State Water or Bed and Banks authorizations:

Quantity (acre- feet) <i>(Include losses for Bed and Banks)</i>	State Water Source (River Basin) or Alternate Source <i>*each alternate source (and new appropriation based on return flows of others) also requires completion of Worksheet 4.0</i>	Purpose(s) of Use	Place(s) of Use <i>*requests to move state water out of basin also require completion of Worksheet 1.1 Interbasin Transfer</i>

_____ Total amount of water (in acre-feet) to be used annually (*include losses for Bed and Banks applications*)

If the Purpose of Use is Agricultural/Irrigation for any amount of water, provide:

a. Location Information Regarding the Lands to be Irrigated

- i) Applicant proposes to irrigate a total of _____ acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of _____ acres in _____ County, TX.
- ii) Location of land to be irrigated: In the _____ Original Survey No. _____, Abstract No. _____.

A copy of the deed(s) or other acceptable instrument describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds.

If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.

Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.

2. Amendments - Purpose or Place of Use (Instructions, Page. 12)

a. Complete this section for each requested amendment changing, adding, or removing Purpose(s) or Place(s) of Use, complete the following:

Quantity (acre-feet)	Existing Purpose(s) of Use	Proposed Purpose(s) of Use*	Existing Place(s) of Use	Proposed Place(s) of Use**

**If the request is to add additional purpose(s) of use, include the existing and new purposes of use under "Proposed Purpose(s) of Use."*

***If the request is to add additional place(s) of use, include the existing and new places of use under "Proposed Place(s) of Use."*

Changes to the purpose of use in the Rio Grande Basin may require conversion. 30 TAC § 303.43.

- b. For any request which adds Agricultural purpose of use or changes the place of use for Agricultural rights, provide the following location information regarding the lands to be irrigated:
- i. Applicant proposes to irrigate a total of _____ acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of _____ acres in _____ County, TX.
 - ii. Location of land to be irrigated: In the _____ Original Survey No. _____, Abstract No. _____.

A copy of the deed(s) describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds. If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other legal right for Applicant to use the land described.

Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.

- c. Submit Worksheet 1.1, Interbasin Transfers, for any request to change the place of use which moves State Water to another river basin.
- d. See Worksheet 1.2, Marshall Criteria, and submit if required.
- e. See Worksheet 6.0, Water Conservation/Drought Contingency, and submit if required.

WORKSHEET 1.1

INTERBASIN TRANSFERS, TWC § 11.085

Submit this worksheet for an application for a new or amended water right which requests to transfer State Water from its river basin of origin to use in a different river basin. A river basin is defined and designated by the Texas Water Development Board by rule pursuant to TWC § 16.051.

Applicant requests to transfer State Water to another river basin within the State? Y / N_____

1. Interbasin Transfer Request (Instructions, Page. 20)

- a. Provide the Basin of Origin. _____
- b. Provide the quantity of water to be transferred (acre-feet). _____
- c. Provide the Basin(s) and count(y/ies) where use will occur in the space below:

2. Exemptions (Instructions, Page. 20), TWC § 11.085(v)

Certain interbasin transfers are exempt from further requirements. Answer the following:

- a. The proposed transfer, which in combination with any existing transfers, totals less than 3,000 acre-feet of water per annum from the same water right. Y/N__
- b. The proposed transfer is from a basin to an adjoining coastal basin? Y/N_____
- c. The proposed transfer from the part of the geographic area of a county or municipality, or the part of the retail service area of a retail public utility as defined by Section 13.002, that is within the basin of origin for use in that part of the geographic area of the county or municipality, or that contiguous part of the retail service area of the utility, not within the basin of origin? Y/N__
- d. The proposed transfer is for water that is imported from a source located wholly outside the boundaries of Texas, except water that is imported from a source located in the United Mexican States? Y/N__

3. Interbasin Transfer Requirements (Instructions, Page. 20)

For each Interbasin Transfer request that is not exempt under any of the exemptions listed above Section 2, provide the following information in a supplemental attachment titled "Addendum to Worksheet 1.1, Interbasin Transfer":

- a. the contract price of the water to be transferred (if applicable) (also include a copy of the contract or adopted rate for contract water);
- b. a statement of each general category of proposed use of the water to be transferred and a detailed description of the proposed uses and users under each category;
- c. the cost of diverting, conveying, distributing, and supplying the water to, and treating the water for, the proposed users (example - expert plans and/or reports documents may be provided to show the cost);

- d. describe the need for the water in the basin of origin and in the proposed receiving basin based on the period for which the water supply is requested, but not to exceed 50 years (the need can be identified in the most recently approved regional water plans. The state and regional water plans are available for download at this website: (<http://www.twdb.texas.gov/waterplanning/swp/index.asp>);
- e. address the factors identified in the applicable most recently approved regional water plans which address the following:
 - (i) the availability of feasible and practicable alternative supplies in the receiving basin to the water proposed for transfer;
 - (ii) the amount and purposes of use in the receiving basin for which water is needed;
 - (iii) proposed methods and efforts by the receiving basin to avoid waste and implement water conservation and drought contingency measures;
 - (iv) proposed methods and efforts by the receiving basin to put the water proposed for transfer to beneficial use;
 - (v) the projected economic impact that is reasonably expected to occur in each basin as a result of the transfer; and
 - (vi) the projected impacts of the proposed transfer that are reasonably expected to occur on existing water rights, instream uses, water quality, aquatic and riparian habitat, and bays and estuaries that must be assessed under Sections 11.147, 11.150, and 11.152 in each basin (*if applicable*). If the water sought to be transferred is currently authorized to be used under an existing permit, certified filing, or certificate of adjudication, such impacts shall only be considered in relation to that portion of the permit, certified filing, or certificate of adjudication proposed for transfer and shall be based on historical uses of the permit, certified filing, or certificate of adjudication for which amendment is sought;
- f. proposed mitigation or compensation, if any, to the basin of origin by the applicant; and
- g. the continued need to use the water for the purposes authorized under the existing Permit, Certified Filing, or Certificate of Adjudication, if an amendment to an existing water right is sought.

WORKSHEET 1.2 NOTICE. “THE MARSHALL CRITERIA”

This worksheet assists the Commission in determining notice required for certain **amendments** that do not already have a specific notice requirement in a rule for that type of amendment, and *that do not change the amount of water to be taken or the diversion rate*. The worksheet provides information that Applicant **is required** to submit for amendments such as certain amendments to special conditions or changes to off-channel storage. These criteria address whether the proposed amendment will impact other water right holders or the on- stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

*This worksheet is **not required for Applications in the Rio Grande Basin** requesting changes in the purpose of use, rate of diversion, point of diversion, and place of use for water rights held in and transferred within and between the mainstems of the Lower Rio Grande, Middle Rio Grande, and Amistad Reservoir. See 30 TAC § 303.42.*

*This worksheet is **not required for amendments which are only changing or adding diversion points, or request only a bed and banks authorization or an IBT authorization**. However, Applicants may wish to submit the Marshall Criteria to ensure that the administrative record includes information supporting each of these criteria*

1. The “Marshall Criteria” (Instructions, Page. 21)

Submit responses on a supplemental attachment titled “Marshall Criteria” in a manner that conforms to the paragraphs (a) – (g) below:

- a. Administrative Requirements and Fees. Confirm whether application meets the administrative requirements for an amendment to a water use permit pursuant to TWC Chapter 11 and Title 30 Texas Administrative Code (TAC) Chapters 281, 295, and 297. An amendment application should include, but is not limited to, a sworn application, maps, completed conservation plan, fees, etc.
- b. Beneficial Use. Discuss how proposed amendment is a beneficial use of the water as defined in TWC § 11.002 and listed in TWC § 11.023. Identify the specific proposed use of the water (e.g., road construction, hydrostatic testing, etc.) for which the amendment is requested.
- c. Public Welfare. Explain how proposed amendment is not detrimental to the public welfare. Consider any public welfare matters that might be relevant to a decision on the application. Examples could include concerns related to the well-being of humans and the environment.
- d. Groundwater Effects. Discuss effects of proposed amendment on groundwater or groundwater recharge.

- e. State Water Plan. Describe how proposed amendment addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement. The state and regional water plans are available for download at:
<http://www.twdb.texas.gov/waterplanning/swp/index.asp>.
- f. Waste Avoidance. Provide evidence that reasonable diligence will be used to avoid waste and achieve water conservation as defined in TWC § 11.002. Examples of evidence could include, but are not limited to, a water conservation plan or, if required, a drought contingency plan, meeting the requirements of 30 TAC Chapter 288.
- g. Impacts on Water Rights or On-stream Environment. Explain how the proposed amendment will not impact other water right holders or the on-stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

WORKSHEET 2.0

Impoundment/Dam Information

This worksheet **is required** for any impoundment, reservoir and/or dam. Submit an additional Worksheet 2.0 for each impoundment or reservoir requested in this application.

If there is more than one structure, the numbering/naming of structures should be consistent throughout the application and on any supplemental documents (e.g., maps).

1. Storage Information (Instructions, Page. 21)

- a. Official USGS name of reservoir, if applicable: _____
- b. Provide amount of water (in acre-feet) impounded by structure at normal maximum operating level: _____.
- c. The impoundment is on-channel _____ or off-channel _____ (mark one)
 - i. Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? **Y / N** _____
 - ii. If on-channel, will the structure have the ability to pass all State Water inflows that Applicant does not have authorization to impound? **Y / N** _____
- d. Is the impoundment structure already constructed? **Y / N** _____
 - i. For already constructed **on-channel** structures:
 1. Date of Construction: _____
 2. Was it constructed to be an exempt structure under TWC § 11.142? **Y / N** _____
 - a. If Yes, is Applicant requesting to proceed under TWC § 11.143? **Y / N** _____
 - b. If No, has the structure been issued a notice of violation by TCEQ? **Y / N** _____
 3. Is it a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure? **Y / N** _____
 - a. If yes, provide the Site No. _____ and watershed project name _____;
 - b. Authorization to close "ports" in the service spillway requested? **Y / N** _____
 - ii. For **any** proposed new structures or modifications to structures:
 1. Applicant **must** contact TCEQ Dam Safety Section at (512) 239-0326, *prior to submitting an Application*. Applicant has contacted the TCEQ Dam Safety Section regarding the submission requirements of 30 TAC, Ch. 299? **Y / N** _____
Provide the date and the name of the Staff Person _____
 2. As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:
 - a. No additional dam safety documents required with the Application. **Y / N** _____
 - b. Plans (with engineer's seal) for the structure required. **Y / N** _____
 - c. Engineer's signed and sealed hazard classification required. **Y / N** _____
 - d. Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. **Y / N** _____

3. Applicants **shall** give notice by certified mail to each member of the governing body of each county and municipality in which the reservoir, or any part of the reservoir to be constructed, will be located. (30 TAC § 295.42). Applicant must submit a copy of all the notices and certified mailing cards with this Application. Notices and cards are included? Y / N_____

iii. Additional information required for **on-channel** storage:

1. Surface area (in acres) of on-channel reservoir at normal maximum operating level:_____.
2. Based on the Application information provided, Staff will calculate the drainage area above the on-channel dam or reservoir. If Applicant wishes to also calculate the drainage area they may do so at their option. Applicant has calculated the drainage area. Y/N_____ If yes, the drainage area is_____sq. miles. (If assistance is needed, call the Surface Water Availability Team prior to submitting the application, (512) 239-4600).

2. Structure Location (Instructions, Page. 23)

- a. On Watercourse (if on-channel) (USGS name):_____
- b. Zip Code: _____
- c. In the_____Original Survey No._____, Abstract No._____, _____County, Texas.

**** A copy of the deed(s) with the recording information from the county records must be submitted describing the tract(s) that include the structure and all lands to be inundated.***

*****If the Applicant is not currently the sole owner of the land on which the structure is or will be built and sole owner of all lands to be inundated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.***

- d. A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off-channel) is:

Latitude_____°N, Longitude_____°W.

****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***

- i. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program):_____
- ii. Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. Y / N_____

WORKSHEET 3.0

DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet **is required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g., maps).

1. Diversion Information (Instructions, Page. 24)

- a. This Worksheet is to add new (select 1 of 3 below):
1. ___ Diversion Point No.
 2. ___ Upstream Limit of Diversion Reach No.
 3. ___ Downstream Limit of Diversion Reach No.
- b. Maximum Rate of Diversion for **this new point** _____ cfs (cubic feet per second)
or _____ gpm (gallons per minute)
- c. Does this point share a diversion rate with other points? **Y / N** _____
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* _____ cfs or _____ gpm
- d. For amendments, is Applicant seeking to increase combined diversion rate? **Y / N** _____

*** An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

- e. Check (✓) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed:

Check one		Write: Existing or Proposed
	Directly from stream	
	From an on-channel reservoir	
	From a stream to an on-channel reservoir	
	Other method (explain fully, use additional sheets if necessary)	

- f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. **Y / N** _____

If yes, the drainage area is _____ sq. miles.

(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): _____
- b. Zip Code: _____
- c. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.

A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.

For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.

- d. Point is at:
Latitude _____°N, Longitude _____°W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): _____
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15.
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

WORKSHEET 4.0 DISCHARGE INFORMATION

This worksheet required for any requested authorization to discharge water into a State Watercourse for conveyance and later withdrawal or in-place use. Worksheet 4.1 is also required for each Discharge point location requested. **Instructions Page. 26. Applicant is responsible for obtaining any separate water quality authorizations which may be required and for insuring compliance with TWC, Chapter 26 or any other applicable law.**

- a. The purpose of use for the water being discharged will be _____.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses _____ (% or amount) and explain the method of calculation: _____
- c. Is the source of the discharged water return flows? Y / N _____ If yes, provide the following information:
 1. The TPDES Permit Number(s) _____ (attach a copy of the **current** TPDES permit(s))
 2. Applicant is the owner/holder of each TPDES permit listed above? Y / N _____

PLEASE NOTE: If Applicant is not the discharger of the return flows, or the Applicant is not the water right owner of the underlying surface water right, or the Applicant does not have a contract with the discharger, the application should be submitted under Section 1, New or Additional Appropriation of State Water, as a request for a new appropriation of state water. If Applicant is the discharger, the surface water right holder, or the contract holder, then the application should be submitted under Section 3, Bed and Banks.

3. Monthly WWTP discharge data for the past 5 years in electronic format. (Attach and label as "Supplement to Worksheet 4.0").
 4. The percentage of return flows from groundwater _____, surface water _____?
 5. If any percentage is surface water, provide the base water right number(s) _____.
- d. Is the source of the water being discharged groundwater? Y / N _____ If yes, provide the following information:
 1. Source aquifer(s) from which water will be pumped: _____
 2. If the well has not been constructed, provide production information for wells in the same aquifer in the area of the application. See <http://www.twdb.texas.gov/groundwater/data/gwdbbrpt.asp>. Additionally, provide well numbers or identifiers _____.
 3. Indicate how the groundwater will be conveyed to the stream or reservoir.
 4. A copy of the groundwater well permit if it is located in a Groundwater Conservation District (GCD) or evidence that a groundwater well permit is not required.
 - di. Is the source of the water being discharged a surface water supply contract? Y / N _____ If yes, provide the signed contract(s).
 - dii. Identify any other source of the water _____

WORKSHEET 4.1

DISCHARGE POINT INFORMATION

This worksheet is required for **each** discharge point. Submit one Worksheet 4.1 for each discharge point. If there is more than one discharge point, the numbering of the points should be consistent throughout the application and on any supplemental documents (e.g., maps).
Instructions, Page 27.

For water discharged at this location provide:

- a. The amount of water that will be discharged at this point is _____ acre-feet per year. The discharged amount should include the amount needed for use and to compensate for any losses.
- b. Water will be discharged at this point at a maximum rate of _____ cfs or _____ gpm.
- c. Name of Watercourse as shown on Official USGS maps: _____
- d. Zip Code _____
- e. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.
- f. Point is at:
Latitude _____ °N, Longitude _____ °W.
**Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places*
- g. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): _____

Map submitted must clearly identify each discharge point. See instructions Page. 15.

WORKSHEET 5.0

ENVIRONMENTAL INFORMATION

1. Impingement and Entrainment

This section is required for any new diversion point that is not already authorized. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on any new diversion structure that is not already authorized in a water right). **Instructions, Page 28.**

2. New Appropriations of Water (Canadian, Red, Sulphur, and Cypress Creek Basins only) and Changes in Diversion Point(s)

This section is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins and in all basins for requests to change a diversion point. **Instructions, Page 30.**

Description of the Water Body at each Diversion Point or Dam Location. (Provide an Environmental Information Sheet for each location),

a. Identify the appropriate description of the water body.

Stream

Reservoir

Average depth of the entire water body, in feet: _____

Other, specify: _____

b. Flow characteristics

If a stream, was checked above, provide the following. For new diversion locations, check one of the following that best characterize the area downstream of the diversion (check one).

Intermittent - dry for at least one week during most years

Intermittent with Perennial Pools - enduring pools

Perennial - normally flowing

Check the method used to characterize the area downstream of the new diversion location.

USGS flow records

Historical observation by adjacent landowners

Personal observation

Other, specify: _____

c. Waterbody aesthetics

Check one of the following that best describes the aesthetics of the stream segments affected by the application and the area surrounding those stream segments.

- Wilderness: outstanding natural beauty; usually wooded or ungrazed area; water clarity exceptional
- Natural Area: trees and/or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored
- Common Setting: not offensive; developed but uncluttered; water may be colored or turbid
- Offensive: stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

d. Waterbody Recreational Uses

Are there any known recreational uses of the stream segments affected by the application?

- Primary contact recreation (swimming or direct contact with water)
- Secondary contact recreation (fishing, canoeing, or limited contact with water)
- Non-contact recreation

e. Submit the following information in a Supplemental Attachment, labeled Addendum to Worksheet 5.0:

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the maps submitted with the application indicating the location of the photograph and the direction of the shot.
2. If the application includes a proposed reservoir, also include:
 - i. A brief description of the area that will be inundated by the reservoir.
 - ii. If a United States Army Corps of Engineers (USACE) 404 permit is required, provide the project number and USACE project manager.
 - iii. A description of how any impacts to wetland habitat, if any, will be mitigated if the reservoir is greater than 5,000 acre-feet.

3. Alternate Sources of Water and/or Bed and Banks Applications

This section is required for applications using an alternate source of water and bed and banks applications in any basins. **Instructions, page 31.**

- a. For all bed and banks applications:
 - i. Submit an assessment of the adequacy of the quantity and quality of flows remaining after the proposed diversion to meet instream uses and bay and estuary freshwater inflow requirements.
- b. For all alternate source applications:
 - i. If the alternate source is treated return flows, provide the TPDES permit number _____
 - ii. If groundwater is the alternate source, or groundwater or other surface water will be discharged into a watercourse provide:
Reasonably current water chemistry information including but not limited to the following parameters in the table below. Additional parameters may be requested if there is a specific water quality concern associated with the aquifer from which water is withdrawn. If data for onsite wells are unavailable; historical data collected from similar sized wells drawing water from the same aquifer may be provided. However, onsite data may still be required when it becomes available. Provide the well number or well identifier. Complete the information below for each well and provide the Well Number or identifier.

Parameter	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
Sulfate, mg/L					
Chloride, mg/L					
Total Dissolved Solids, mg/L					
pH, standard units					
Temperature*, degrees Celsius					

* Temperature must be measured onsite at the time the groundwater sample is collected.

- iii. If groundwater will be used, provide the depth of the well _____ and the name of the aquifer from which water is withdrawn _____.

WORKSHEET 6.0

Water Conservation/Drought Contingency Plans

This form is intended to assist applicants in determining whether a Water Conservation Plan and/or Drought Contingency Plans is required and to specify the requirements for plans.

Instructions, Page 31.

*The TCEQ has developed guidance and model plans to help applicants prepare plans. Applicants may use the model plan with pertinent information filled in. For assistance submitting a plan call the Resource Protection Team (Water Conservation staff) at 512-239-4600, or e-mail wras@tceq.texas.gov. The model plans can also be downloaded from the TCEQ webpage. **Please use the most up-to-date plan documents available on the webpage.***

1. Water Conservation Plans

a. The following applications must include a completed Water Conservation Plan (30 TAC § 295.9) for each use specified in 30 TAC, Chapter 288 (municipal, industrial or mining, agriculture - including irrigation, wholesale):

1. Request for a new appropriation or use of State Water.
2. Request to amend water right to increase appropriation of State Water.
3. Request to amend water right to extend a term.
4. Request to amend water right to change a place of use.
**does not apply to a request to expand irrigation acreage to adjacent tracts.*
5. Request to amend water right to change the purpose of use.
**applicant need only address new uses.*
6. Request for bed and banks under TWC § 11.042(c), when the source water is State Water.
**including return flows, contract water, or other State Water.*

b. If Applicant is requesting any authorization in section (1)(a) above, indicate each use for which Applicant is submitting a Water Conservation Plan as an attachment:

1. ____Municipal Use. See 30 TAC § 288.2. **
2. ____Industrial or Mining Use. See 30 TAC § 288.3.
3. ____Agricultural Use, including irrigation. See 30 TAC § 288.4.
4. ____Wholesale Water Suppliers. See 30 TAC § 288.5. **

****If Applicant is a water supplier, Applicant must also submit documentation of adoption of the plan. Documentation may include an ordinance, resolution, or tariff, etc. See 30 TAC §§ 288.2(a)(1)(J)(i) and 288.5(1)(H). Applicant has submitted such documentation with each water conservation plan? Y / N____**

c. Water conservation plans submitted with an application must also include data and information which: supports applicant's proposed use with consideration of the plan's water conservation goals; evaluates conservation as an alternative to the proposed

appropriation; and evaluates any other feasible alternative to new water development.
See 30 TAC § 288.7.

Applicant has included this information in each applicable plan? Y / N____

2. Drought Contingency Plans

- a. A drought contingency plan is also required for the following entities if Applicant is requesting any of the authorizations in section (1) (a) above - indicate each that applies:
1. ____Municipal Uses by public water suppliers. See 30 TAC § 288.20.
 2. ____Irrigation Use/ Irrigation water suppliers. See 30 TAC § 288.21.
 3. ____Wholesale Water Suppliers. See 30 TAC § 288.22.
- b. If Applicant must submit a plan under section 2(a) above, Applicant has also submitted documentation of adoption of drought contingency plan (*ordinance, resolution, or tariff, etc.* See 30 TAC § 288.30) Y / N____

WORKSHEET 7.0

ACCOUNTING PLAN INFORMATION WORKSHEET

The following information provides guidance on when an Accounting Plan may be required for certain applications and if so, what information should be provided. An accounting plan can either be very simple such as keeping records of gage flows, discharges, and diversions; or, more complex depending on the requests in the application. Contact the Surface Water Availability Team at 512-239-4600 for information about accounting plan requirements, if any, for your application. **Instructions, Page 34.**

1. Is Accounting Plan Required

Accounting Plans are generally required:

- For applications that request authorization to divert large amounts of water from a single point where multiple diversion rates, priority dates, and water rights can also divert from that point;
- For applications for new major water supply reservoirs;
- For applications that amend a water right where an accounting plan is already required, if the amendment would require changes to the accounting plan;
- For applications with complex environmental flow requirements;
- For applications with an alternate source of water where the water is conveyed and diverted; and
- For reuse applications.

2. Accounting Plan Requirements

- a. A **text file** that includes:
 1. an introduction explaining the water rights and what they authorize;
 2. an explanation of the fields in the accounting plan spreadsheet including how they are calculated and the source of the data;
 3. for accounting plans that include multiple priority dates and authorizations, a section that discusses how water is accounted for by priority date and which water is subject to a priority call by whom; and
 4. Should provide a summary of all sources of water.
- b. A **spreadsheet** that includes:
 1. Basic daily data such as diversions, deliveries, compliance with any instream flow requirements, return flows discharged and diverted and reservoir content;
 2. Method for accounting for inflows if needed;
 3. Reporting of all water use from all authorizations, both existing and proposed;
 4. An accounting for all sources of water;
 5. An accounting of water by priority date;
 6. For bed and banks applications, the accounting plan must track the discharged water from the point of delivery to the final point of diversion;
 7. Accounting for conveyance losses;
 8. Evaporation losses if the water will be stored in or transported through a reservoir. Include changes in evaporation losses and a method for measuring reservoir content resulting from the discharge of additional water into the reservoir;
 9. An accounting for spills of other water added to the reservoir; and
 10. Calculation of the amount of drawdown resulting from diversion by junior rights or diversions of other water discharged into and then stored in the reservoir.

WORKSHEET 3.0

DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet is **required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g., maps).

1. Diversion Information (Instructions, Page. 24)

- a. This Worksheet is to add new (select 1 of 3 below):
1. HID2 Diversion Point No.
 2. Upstream Limit of Diversion Reach No.
 3. Downstream Limit of Diversion Reach No.

- b. Maximum Rate of Diversion for **this new point** 130 cfs (cubic feet per second)
or gpm (gallons per minute)

- c. Does this point share a diversion rate with other points? Y / N
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches cfs or gpm*

- d. For amendments, is Applicant seeking to increase combined diversion rate? Y / N
*** An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

- e. Check (✓) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed):

Check one		Write: Existing or Proposed
<input checked="" type="checkbox"/>	Directly from stream	
<input type="checkbox"/>	From an on-channel reservoir	
<input type="checkbox"/>	From a stream to an on-channel reservoir	
<input type="checkbox"/>	Other method (explain fully, use additional sheets if necessary)	

- f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. Y / N

If yes, the drainage area is sq. miles.

(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Rio Grande
- b. Zip Code: 78550
- c. Location of point: In the See Legal Attachment Original Survey No. _____, Abstract No. _____, _____ County, Texas.

A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.

For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.

- d. Point is at: Latitude 26.053190 °N, Longitude -97.792510 °W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): TCEQ Info
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15.
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

Method Used to Calculate Location	Is Method Used?
Handheld GPS Device	<input type="checkbox"/>
GIS, Mapping Program	<input type="checkbox"/>
Other method (specify fully, use additional sheets if necessary)	<input type="checkbox"/>

Sarah Henderson

From: Wayne Halbert [REDACTED]
Sent: Wednesday, October 25, 2023 6:50 PM
To: Sarah Henderson
Subject: Additional info on Har-Vest

Attached are the documents I have to meet your requirements.

- 1) The deeds I have are multiple properties but I went through and marked each one in three ways. I marked OK on the tracts that will be irrigated with this water. I marked OLD on the blocks that were irrigated before. I marked NO on the tracts that are not to be included.
- 2) A map of the Harlingen Irrigation District with the properties shaded in blue so you could visualize the properties inside the District.
- 3) A map of the Harlingen Irrigation District diversion points with the lat and long marked out.
- 4) A copy of the letter from Tom McLemore for the Harlingen Irrigation District, agreeing to divert the water.
- 5) A resolution authorizing Tom to sign for the district on issues dealing with TCEQ.
- 6) A copy of the water conservation plan for Har-Vest.
- 7) A copy of the Har-Vest organizational documents with partners listed and addresses given as the office of Har-Vest.

I sent these in various emails to eliminate too large a file. I can bundle all these up and mail them to you if you wish. There are numerous other documents all of which are repetitious of the ones I have sent but I am happy to send them to you if you wish. Let me know if I can be of further assistance.



Texas Commission on Environmental Quality

Water Availability Division

MC-160, P.O. Box 13087 Austin, Texas 78711-3087

Telephone (512) 239-4600, FAX (512) 239-2214

System Inventory and Water Conservation Plan for Individually-Operated Irrigation Systems

This form is provided to assist entities in developing a water conservation plan for individually-operated irrigation systems. If you need assistance in completing this form or in developing your plan, please contact the Conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4600.

Additional resources such as best management practices (BMPs) are available on the Texas Water Development Board's website <http://www.twdb.texas.gov/conservation/BMPs/index.asp>. The practices are broken out into sectors such as Agriculture, Commercial and Institutional, Industrial, Municipal and Wholesale. BMPs are voluntary measures that water users use to develop the required components of Title 30, Texas Administrative Code, Chapter 288. BMPs can also be implemented in addition to the rule requirements to achieve water conservation goals.

Contact Information


Name: Har-Vest, a Texas General Partnership

Address: 2601 S. 77 Sunshine Strip, Harlingen, Texas 78550-8320

Telephone Number: (956)423-6344 Fax: (956)423-6356

Form Completed By: Tudor G. Uhlhorn

Title: Managing Partner

Signature:  Date: 10 / 5 / 2023

A water conservation plan for agriculture use (individual irrigation user) must include the following requirements (as detailed in 30 TAC Section 288.4). If the plan does not provide information for each requirement, you must include in the plan an explanation of why the requirement is not applicable.

I. BACKGROUND DATA

A. Water Use

- Annual diversion appropriated or requested (in acre-feet): 375
- In the table below, list the amount of water (in acre-feet) that is or will be diverted monthly for irrigation during the year.

January	February	March	April
	25	50	50
May	June	July	August
50	50	50	50
September	October	November	December
50			
Total All Months			375

- In the table below, list the type of crop(s), growing season, and acres irrigated per year.

<i>Type of crop</i>	<i>Growing Season (Months)</i>	<i>Acres irrigated/year</i>
Sugarcane	12	500
Cotton	5	200
Corn	5	200
Sorghum	5	300
Total acres irrigated		1200

- Are crops rotated seasonally or annually? Yes No

If yes, please describe: Sugarcane is a five-year crop. All others are planted and rotated annually

- Describe soil type (including permeability characteristics, if applicable).

Clay loam

B. Irrigation system information

- Describe the existing irrigation method or system and associated equipment including pumps, flow rates, plans, and/or sketches of system the layout. Include the rate (in gallons per minute or cubic feet per second) that water is diverted from the source of supply. If this WCP is submitted as part of a water right application, verify that the diversion volumes and rates are consistent with those in the application.

Furrow irrigation with poly pipe from the Irrigation District source field gate. Pipelines from the District to the field are usually charged by Irrigation District pumps.

2. Describe the device(s) and/or method(s) used to measure and account for the amount of water diverted from the supply source, and verify the accuracy is within plus or minus 5%.

The Irrigation District monitors water use and determines the amount of water the turnout is supplying. The account is charged accordingly.

3. Provide specific, quantified 5-year and 10-year targets for water savings including, where appropriate, quantitative goals for irrigation water use efficiency and a pollution abatement and prevention plan below in 3(a) and 3(b). Water savings may be represented in acre-feet or in water use efficiency. If you are not planning to change your irrigation system in the next five or ten years, then you may use your existing efficiencies or savings as your 5-year and /or 10-year goals. Please provide an explanation in the space provided below if you plan to use your existing efficiencies or savings.

Our efficiency rates range from .5 to .8 acre-feet per irrigated acre, depending on the time of the year and the amount of rainfall we have had to augment our irrigation. The Harlingen Irrigation District is continually upgrading its delivery systems to provide the water in such a way as to be optimally efficient. Because of the salt issue in the Rio Grande Valley, it is difficult to use much less water than we already use; therefore, the water use figures we provide are at the optimal level for the next 5 to 10 years.

Quantified 5-year and 10-year targets for water savings:

a. 5-year goal:
Savings in acre-feet or system efficiency as a percentage %

b. 10-year goal:
Savings in acre-feet or system efficiency as a percentage %

(Examples of Typical Efficiencies for Various Types of Irrigation Systems - Surface: 50-80%; Sprinkler: 70-85%; LEPA: 80-90%; Micro-irrigation: 85-95%)

4. If there is an existing irrigation system, have any system evaluations been performed on the efficiency of the system?

Yes No

If yes, please provide the date of the evaluation, evaluator's name and the results of the evaluation: **Texas A&M Agricultural Research Center is continually researching ways to conserve water. The problem in the Rio Grande Valley is the salt buildup will not tolerate many of the low-volume water systems. The Texas A&M research data shows the best benefits come from laser leveling and conservation tillage of fields.**

C. Conservation practices

1. Describe any water conserving irrigation equipment, application system or method in the irrigation system (e.g., surge irrigation, low pressure sprinkler, drip irrigation, nonleaking pipe).P

The irrigation systems predominately have moved to 100% use of poly pipe, which eliminates much of the travel loss of the water and is easily regulated to apply the maximum amount of water in the shortest period of time, thus eliminating the deep percolation that is wasted water below the usable root zone. Poly pipe also minimizes water loss as the volume delivered to the source can fluctuate up or down without spillage, as may occur with the open ditch method.

2. Describe any methods that will be used for water loss control and leak detection and repair.

The Irrigation District has an ongoing program of leak prevention with strict rules and monetary penalties for any water wasted by users.

3. Describe any water-saving scheduling or practices to be used in the application of water (e.g., irrigation only in early morning, late evening or night hours and/or during lower temperatures and winds) and methods to measure the amount of water applied (e.g. soil-moisture monitoring).

Our water availability is determined by TCEQ's watermaster program. We order our water, and it takes 4 days to get to the diversion point on the Rio Grande. We cannot schedule our use by time of day. We have to use the water when available or lose it to the Gulf of Mexico. In our clay soils, soil moisture monitoring has not been successful. Texas A&M has done extensive research in our area with very nominal success. Our farmers have developed many methods of determining their water needs by close observation of their crops.

4. Describe any water-saving land improvements or plans to be incorporated into the irrigation practices for retaining or reducing runoff and increasing infiltration of rain and irrigation water (e.g., land leveling, conservation tillage, furrow diking, weed control, terracing, etc.).

All our lands have been laser-leveled to optimize irrigation efficiency.

5. Describe any methods for recovery and reuse of tail water runoff.

We reuse tail water runoff where practical; however, our salty soils make tail water unusable in many cases. The best practice is to eliminate runoff, which is made easier by the laser-leveled fields.

6. Describe any other water conservation practices, methods, or techniques for preventing waste and achieving conservation.

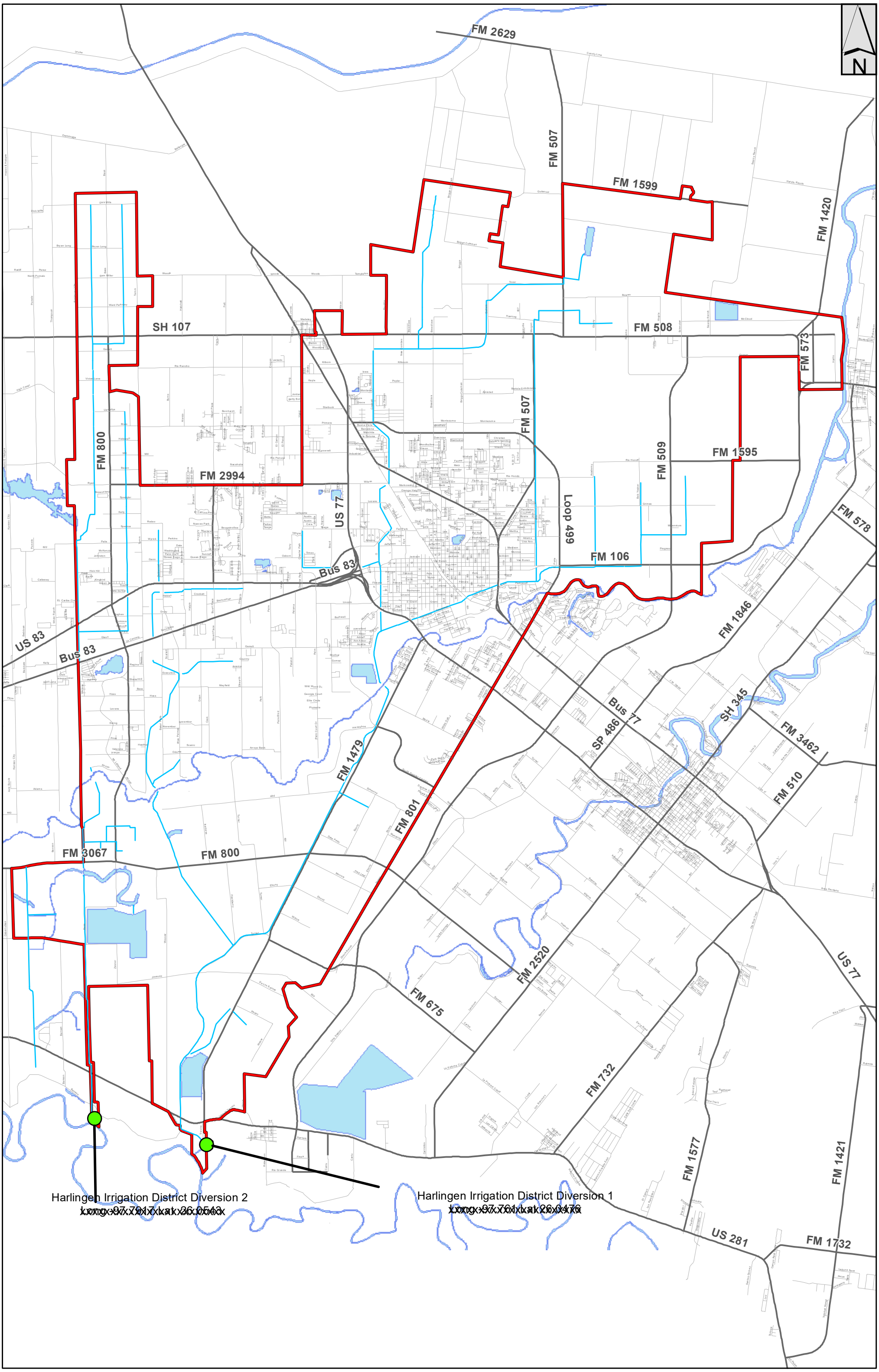
II. WATER CONSERVATION PLANS SUBMITTED WITH A WATER RIGHT APPLICATION FOR NEW OR ADDITIONAL STATE WATER

Water Conservation Plans submitted with a water right application for New or Additional State Water must include data and information which:

1. support the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan;
2. Evaluate conservation as an alternative to the proposed appropriation and

3. Evaluate any other feasible alternative to new water development, including, but not limited to, waste prevention, recycling and reuse, water transfer and marketing, regionalization, and optimum water management practices and procedures.

Additionally, it shall be the burden of proof of the applicant to demonstrate that no feasible alternative to the proposed appropriation exists and that the requested amount of appropriation is necessary and reasonable for the proposed use.

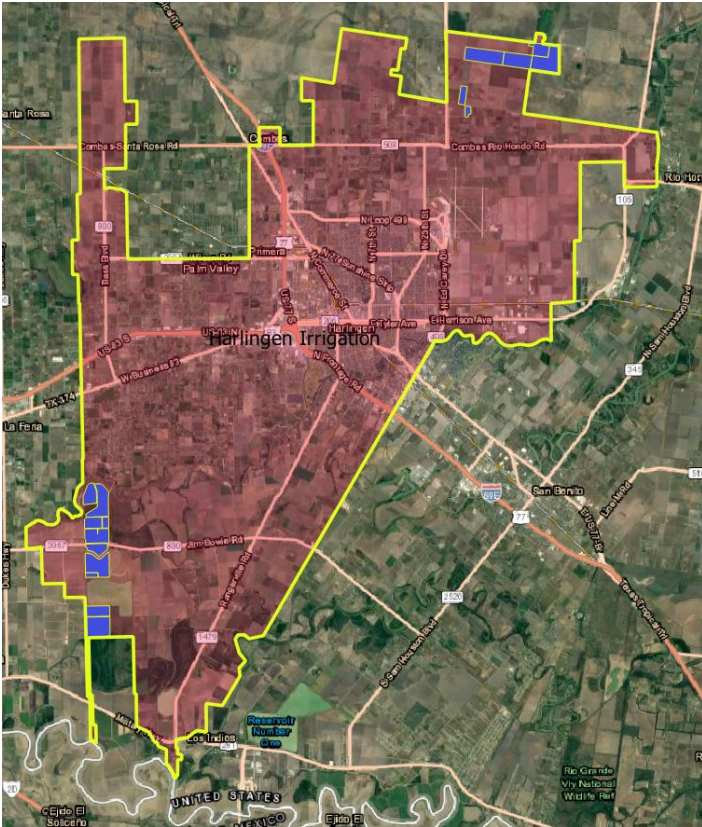


Harlingen Irrigation District Diversion 2
long: 97.7917 lat: 26.0543

Harlingen Irrigation District Diversion 1
long: 97.7617 lat: 26.0476

Sarah Henderson

From: Wayne Halbert [REDACTED]
Sent: Wednesday, October 25, 2023 6:55 PM
To: Sarah Henderson
Subject: Attachment 1
Attachments: DEEDS.pdf



Har-Vest, a Texas General Partnership Organizational Documents

**as of
September 1, 2023**

1) January 1, 1986

**PARTNERSHIP AGREEMENT for Har-Vest, a Texas
General Partnership. Initial Partners:**

Julie G. Uhlhorn	30.0000%
Estate of H.M. Uhlhorn, Deceased	30.0000%
Martha S. Uhlhorn	13.3333%
Tudor G. Uhlhorn	13.3333%
Julie H. Uhlhorn	13.3333%

Managing Partner: Tudor G. Uhlhorn

2) April 8, 1986

**IRS Form SS4 assigning Federal Tax ID No. to
Har-Vest, a Texas General Partnership**

3) December 30, 1988

ADDENDUM TO PARTNERSHIP AGREEMENT

The Estate of H.M. Uhlhorn, Deceased, transfers and assigns its 30.0000% interest in Har-Vest, a Texas General Partnership, to:

Martha S. Uhlhorn	10.0000%
Tudor G. Uhlhorn	10.0000%
Julie H. Uhlhorn	<u>10.0000%</u>
Total	30.0000%

Har-Vest, a Texas General Partnership, now owned:

Julie G. Uhlhorn	30.0000%
Martha S. Uhlhorn	23.3333%
Tudor G. Uhlhorn	23.3333%
Julie H. Uhlhorn	23.3334%

4) December 31, 2003

TRANSFER and ASSIGNMENT of individual partnership interests to Family Limited Partnerships:

**Julie G. Uhlhorn – to - J.G. Uhlhorn Family Partnership, Ltd.
Martha S. Uhlhorn – to - M.S. Uhlhorn Family Partnership, Ltd.
Tudor G. Uhlhorn – to – T.G. Uhlhorn Family Partnership, Ltd.
Julie Hunt Uhlhorn Allen to J.U. Allen Family Partnership, Ltd.**

5) April 24, 2006

Assumed Name Certificate for HAR-VEST, a Texas General Partnership filed in Cameron County, Texas.

6) July 1, 2007

Designation of a new Managing Partner for Har-Vest, a Texas General Partnership.

T.G. Uhlhorn Family Partnership, Ltd., designated by partners to succeed Tudor G. Uhlhorn as Managing Partner.

Sample Signature Block:

Har-Vest, a Texas General Partnership, by its

Managing Partner, T.G. Uhlhorn Family Partnership, Ltd.

By its General Partner, Tudor G. Uhlhorn Management, L.L.C.

**By: _____
Tudor G. Uhlhorn, its President**

7) April 23, 2016

Renewal of Assumed Name Certificate, filed in Cameron County, Texas, for HAR-VEST, a Texas General Partnership from April 24, 2016, to April 23, 2026.



HARLINGEN
IRRIGATION DISTRICT
Delivering Water Since 1914.

301 E Pierce, Harlingen, TX 78550
956-423-7015

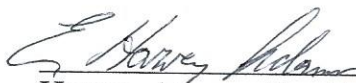
September 9, 2020

A Resolution to authorize District's General Manager, Thomas McLemore, to submit and take any administrative action required to complete any and all documents required by the Texas Commission on Environmental Quality (TCEQ).

Whereas the District was established May 13, 1914, by the Cameron County Commissioner's Court as Cameron County Irrigation District Number 1, pursuant to Section 13, Chapter 172, Acts of the Regular Session of the 33rd Legislature of the State of Texas. On January 14, 1915, a deed from Harlingen Land and Water Company to Cameron County Irrigation District Number 1, was filed for record and recorded January 29, 1915, Vol. 38, Pages 146 - 158, Cameron County Deed Records, Cameron County, Texas. On May 31, 1919, the District was converted to and renamed Cameron County Water Improvement District Number 1, under existing statutes. In 1945 it was renamed as Cameron County Water Control and Improvement District Number 1. In 1978, under the provisions of Sections 51 and 58 of the Texas Water Code, the District became Harlingen Irrigation District Cameron County Number 1. In 1995, the 74th Texas Legislature established Section 49 of the Texas Water Code and this section now also applies to the operations of the District.

Now Therefore, the Board of Directors of the District hereby resolve to authorize the District's General Manager, Thomas McLemore, to submit and take any administrative action required to complete any and all documents required by the Texas Commission on Environmental Quality (TCEQ).

The aforementioned resolution was unanimously approved at the regular Board Meeting of September 9, 2020.



Harvey Adams, President

Attested by 

Rick Guerrero, Secretary

TCEQ
Water Availability Division
P.O. Box 13087
Austin, Texas
78711-3087

To whom it may concern:

The Harlingen Irrigation District agrees to be listed as a diverter for the water belonging to Harlingen Water Works. This water is identified by Adjudication Certificate 0248-11. The lands to be irrigated by these waters all fall within the Harlingen Irrigation District's irrigation system.

Sincerely,

A handwritten signature in cursive script, appearing to read "Thom", followed by a long horizontal flourish.

Thomas E. McLemore
General Manager

**STATE OF TEXAS
COUNTY OF CAMERON**

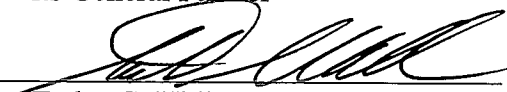
RENEWAL ASSUMED NAME CERTIFICATE

Pursuant to Chapter 71, *Texas Business and Commerce Code*, also known as the *Assumed Business or Professional Name Act*, the below named general partners of **HAR-VEST**, a Texas general partnership, file this Renewal Assumed Name Certificate and do hereby certify the following:

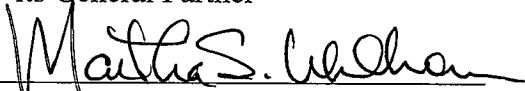
1. Har-Vest conducts business under an assumed name. The assumed name under which business has been, is, and is to be conducted is Har-Vest.
2. The partnership name of the registrant is Har-Vest. Har-Vest is a general partnership duly organized under the laws of the State of Texas. The office address of Har-Vest is 2601 South 77 Sunshine Strip, Harlingen, Cameron County, Texas 78550.
3. The names and office addresses of each of the general partners of Har-Vest are:
 - (a) J. G. Uhlhorn Family Partnership, Ltd.
2601 South 77 Sunshine Strip
Harlingen, Texas 78550
 - (b) M. S. Uhlhorn Family Partnership, Ltd.
2601 South 77 Sunshine Strip
Harlingen, Texas 78550
 - (c) T. G. Uhlhorn Family Partnership, Ltd.
2601 South 77 Sunshine Strip
Harlingen, Texas 78550
 - (d) J. U. Allen Family Partnership, Ltd.
2601 South 77 Sunshine Strip
Harlingen, Texas 78550
4. The period, not to exceed ten (10) years, during which Har-Vest will use the assumed name is from April 24, 2016 through April 23, 2026.
5. The business that is and is to be conducted in Cameron County under the assumed name of Har-Vest is being and will be conducted as a partnership.

Executed by the undersigned general partners of Har-Vest and effective as of April 24, 2016.

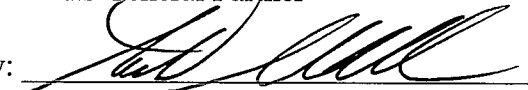
J. G. Uhlhorn Family Partnership, Ltd. - Partner
BY: Julie G. Uhlhorn Management, L.L.C.,
its General Partner

By: 
Tudor G. Uhlhorn, President

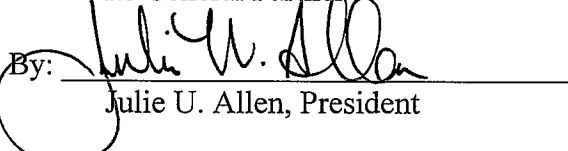
M. S. Uhlhorn Family Partnership, Ltd. - Partner
BY: Martha S. Uhlhorn Management, L.L.C.,
its General Partner

By: 
Martha S. Uhlhorn, President

T. G. Uhlhorn Family Partnership, Ltd. - Partner
BY: Tudor G. Uhlhorn Management, L.L.C.,
its General Partner

By: 
Tudor G. Uhlhorn, President

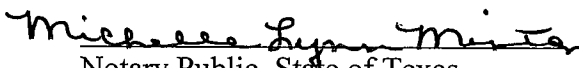
J. U. Allen Family Partnership, Ltd. - Partner
BY: Julie U. Allen Management, L.L.C.,
its General Partner

By: 
Julie U. Allen, President

STATE OF TEXAS
COUNTY OF CAMERON

This instrument was acknowledged before me on the 22nd day of April, 2016 by Tudor G. Uhlhorn, President of Julie G. Uhlhorn Management, L.L.C., on behalf of said limited liability company, as general partner of J. G. Uhlhorn Family Partnership, Ltd., on behalf of said family limited partnership, as a general partner of Har-Vest, a Texas general partnership, on behalf of said partnership.



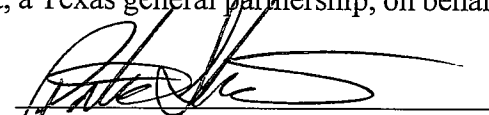

Notary Public, State of Texas

RENEWAL ASSUMED NAME CERTIFICATE

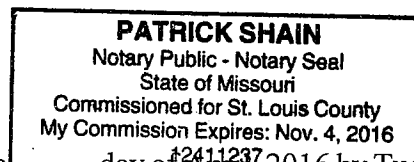
PAGE 2

STATE OF MISSOURI
COUNTY OF SAINT LOUIS

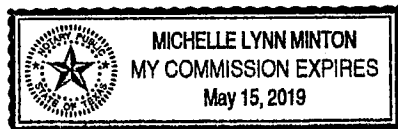
This instrument was acknowledged before me on the 18 day of April, 2016 by Martha S. Uhlhorn, President of Martha S. Uhlhorn Management, L.L.C., on behalf of said limited liability company, as general partner of M. S. Uhlhorn Family Partnership, Ltd., on behalf of said family limited partnership, as a general partner of Har-Vest, a Texas general partnership, on behalf of said partnership.

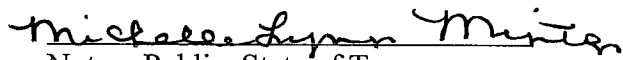

Notary Public, State of Missouri

STATE OF TEXAS
COUNTY OF CAMERON



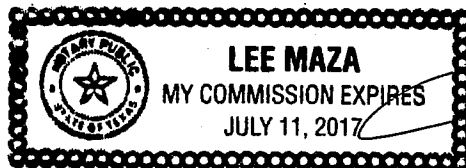
This instrument was acknowledged before me on the ~~22nd~~ ¹²⁴¹¹²³⁷ day of April, 2016 by Tudor G. Uhlhorn, President of Tudor G. Uhlhorn Management, L.L.C., on behalf of said limited liability company, as general partner of T. G. Uhlhorn Family Partnership, Ltd., on behalf of said family limited partnership, as a general partner of Har-Vest, a Texas general partnership, on behalf of said partnership.

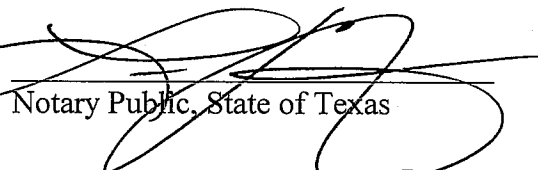



Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 19th day of April, 2016 by Julie U. Allen, President of Julie U. Allen Management, L.L.C., on behalf of said limited liability company, as general partner of J. U. Allen Family Partnership, Ltd., on behalf of said family limited partnership, as a general partner of Har-Vest, a Texas general partnership, on behalf of said partnership.




Notary Public, State of Texas

After recording return to:

Randolph Kimble Whittington
Attorney at Law
2014 East Harrison Street
Harlingen, Texas 78550

RENEWAL ASSUMED NAME CERTIFICATE

PAGE 4

Doc Bk Vol Pg
00014034 DR 21719 286

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Apr 25, 2016 at 10:23A

Document Number: 00014034

By
Priscilla Flores
Selvia Garza-Perez, County Clerk
Cameron County

Cameron County
Sylvia Garza-Perez
County Clerk
Brownsville, TX 78520



Instrument Number: 2016-00014034

As

Recorded On: April 25, 2016

Assumed Name Certificate

Number of Pages: 5

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Assumed Name Certificate	39.50
Total Recording:	39.50

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2016-00014034
Receipt Number: 771447
Recorded Date/Time: April 25, 2016 10:23:27A
Book-Vol/Pg: BK-OR VL-21719 PG-282
User / Station: P Flores - Cash Station #13 SB

Record and Return To:

HAR-VEST
2601 SOUTH 77 SUNSHINE STRIP
HARLINGEN TX 78550



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records in Cameron County, Texas.

Sylvia Garza-Perez
Cameron County Clerk

HAR-VEST
A Texas General Partnership

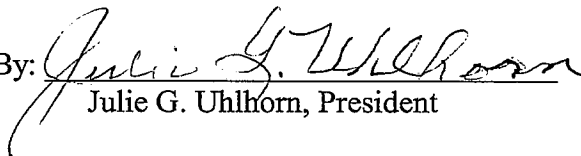
DESIGNATION OF MANAGING PARTNER

Pursuant to Section 7.01 of that certain *Partnership Agreement*, dated January 1, 1986, of Har-Vest, a Texas general partnership, as amended by that certain *Addendum to Partnership Agreement*, dated December 30, 1988, J. G. Uhlhorn Family Partnership, Ltd. (the transferee, assignee, and successor to the partnership interest of Julie G. Uhlhorn), M. S. Uhlhorn Family Partnership, Ltd. (the transferee, assignee, and successor to the partnership interest of Martha S. Uhlhorn), T. G. Uhlhorn Family Partnership, Ltd. (the transferee, assignee, and successor to the partnership interest of Tudor G. Uhlhorn), and J. U. Allen Family Partnership, Ltd. (the transferee, assignee, and successor to the partnership interest of Julie U. Allen formerly known as Julie H. Uhlhorn), said four (4) Texas limited partnerships being all of the general partners of Har-Vest, do hereby designate T. G. Uhlhorn Family Partnership, Ltd. to succeed Tudor G. Uhlhorn as the Managing Partner of Har-Vest and to exercise all powers and duties of Managing Partner as provided in said *Partnership Agreement*, as amended.

Executed and effective as of July 1, 2007.

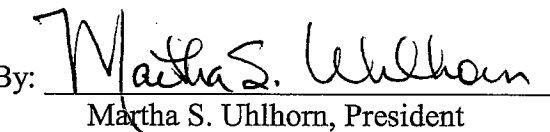
J. G. Uhlhorn Family Partnership, Ltd. - Partner

BY: Julie G. Uhlhorn Management, L.L.C., its
General Partner

By: 
Julie G. Uhlhorn, President


M. S. Uhlhorn Family Partnership, Ltd. - Partner

BY: Martha S. Uhlhorn Management, L.L.C., its
General Partner

By: 
Martha S. Uhlhorn, President

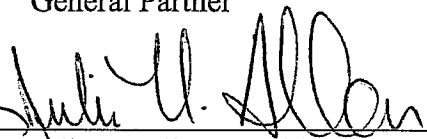
T. G. Uhlhorn Family Partnership, Ltd. - Partner

BY: Tudor G. Uhlhorn Management, L.L.C., its
General Partner

By: 
Tudor G. Uhlhorn, President

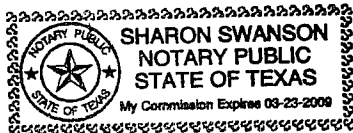
J. U. Allen Family Partnership, Ltd. - Partner

BY: Julie U. Allen Management, L.L.C., its
General Partner

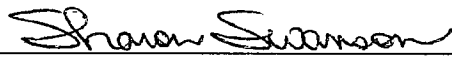
By: 
Julie U. Allen, President

State of Texas
County of Cameron

This instrument was acknowledged before me on the 26th day of June, 2007 by Julie G. Uhlhorn, President of Julie G. Uhlhorn Management, L.L.C., a Texas limited liability company and the general partner of J. G. Uhlhorn Family Partnership, Ltd., a Texas limited partnership, on behalf of said limited partnership and acting in its capacity as a general partner of Har-Vest, a Texas general partnership.



[SEAL]

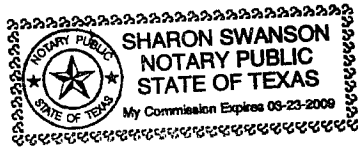

Notary Public, State of Texas
Printed or Typed Name of Notary Public:
Sharon Swanson
My Commission Expires:
3/23/2009

State of Texas
County of Cameron

This instrument was acknowledged before me on the 26th day of June, 2007 by Martha S. Uhlhorn, President of Martha S. Uhlhorn Management, L.L.C., a Texas limited liability company and the general partner of M. S. Uhlhorn Family Partnership, Ltd., a Texas limited partnership, on behalf of said limited partnership and acting in its capacity as a general partner of Har-Vest, a Texas general partnership.


Notary Public, State of Texas

[SEAL]



Printed or Typed Name of Notary Public:

Sharon Swanson

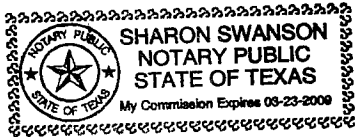
My Commission Expires:

3/23/2009

State of Texas
County of Cameron

This instrument was acknowledged before me on the 21st day of June, 2007 by Tudor G. Uhlhorn, President of Tudor G. Uhlhorn Management, L.L.C., a Texas limited liability company and the general partner of T. G. Uhlhorn Family Partnership, Ltd., a Texas limited partnership, on behalf of said limited partnership and acting in its capacity as a general partner of Har-Vest, a Texas general partnership.

[SEAL]



Sharon Swanson

Notary Public, State of Texas

Printed or Typed Name of Notary Public:

Sharon Swanson

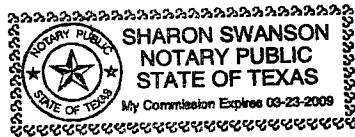
My Commission Expires:

3/23/2009

State of Texas
County of Cameron

This instrument was acknowledged before me on the 29th day of June, 2007 by Julie U. Allen, President of Julie U. Allen Management, L.L.C., a Texas limited liability company and the general partner of J. U. Allen Family Partnership, Ltd., a Texas limited partnership, on behalf of said limited partnership and acting in its capacity as a general partner of Har-Vest, a Texas general partnership.

[SEAL]



Sharon Swanson

Notary Public, State of Texas

Printed or Typed Name of Notary Public:

Sharon Swanson

My Commission Expires:

3/23/2009

**STATE OF TEXAS
COUNTY OF CAMERON**

ASSUMED NAME CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that the below named general partners of **HAR-VEST**, a Texas general partnership, pursuant to Section 36.10, *Texas Business and Commerce Code*, Vernon's Texas Codes Annotated, do hereby certify to the following facts:

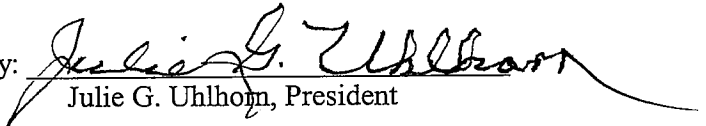
1. In accordance with Section 36.02(4), *Texas Business and Commerce Code*, Vernon's Texas Codes Annotated, Har-Vest is a person regularly conducting business other than as a corporation, limited partnership, or limited liability company in the State of Texas and under an assumed name. The assumed name under which such business is and is to be conducted is Har-Vest.
2. The name of the registrant is Har-Vest. Har-Vest is a general partnership duly organized under the laws of the State of Texas. The office address of Har-Vest is 2601 South 77 Sunshine Strip, Harlingen, Cameron County, Texas 78550. The names and office addresses of each of the general partners of Har-Vest are:
 - (a) J. G. Uhlhorn Family Partnership, Ltd.
2601 South 77 Sunshine Strip
Harlingen, Texas 78550
 - (b) M. S. Uhlhorn Family Partnership, Ltd.
2601 South 77 Sunshine Strip
Harlingen, Texas 78550
 - (c) T. G. Uhlhorn Family Partnership, Ltd.
2601 South 77 Sunshine Strip
Harlingen, Texas 78550
 - (d) J. U. Allen Family Partnership, Ltd.
2601 South 77 Sunshine Strip
Harlingen, Texas 78550
3. The period, not to exceed ten (10) years, during which the assumed name will be used is from the 24th day of April, 2006 until the 23rd day of April, 2016.

4. The business that is and is to be conducted or rendered in Cameron County under the name of Har-Vest is being and will be conducted or rendered as a partnership.

IN TESTIMONY WHEREOF, the undersigned general partners of Har-Vest, a Texas general partnership, have hereunto set our hands on this the 24th day of April, 2006.

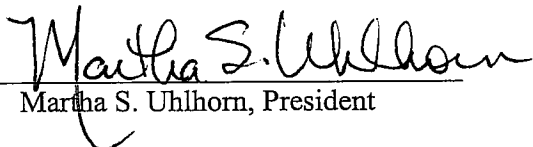
J. G. Uhlhorn Family Partnership, Ltd. -
Partner

BY: Julie G. Uhlhorn Management,
L.L.C., its General Partner

By: 
Julie G. Uhlhorn, President

M. S. Uhlhorn Family Partnership, Ltd. -
Partner

BY: Martha S. Uhlhorn Management,
L.L.C., its General Partner

By: 
Martha S. Uhlhorn, President

T. G. Uhlhorn Family Partnership, Ltd. -
Partner

BY: Tudor G. Uhlhorn Management,
L.L.C., its General Partner

By: 
Tudor G. Uhlhorn, President

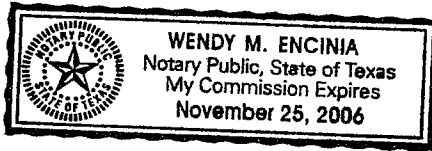
J. U. Allen Family Partnership, Ltd. - Partner

BY: Julie U. Allen Management, L.L.C., its General Partner

By: [Signature]
Julie U. Allen, President

STATE OF TEXAS }
COUNTY OF CAMERON }

This instrument was acknowledged before me on the 24th day of April, 2006 by Julie G. Uhlhorn, President of Julie G. Uhlhorn Management, L.L.C., on behalf of said limited liability company, as general partner of J. G. Uhlhorn Family Partnership, Ltd., on behalf of said family limited partnership, as a general partner of Har-Vest, a Texas general partnership, on behalf of said partnership.



[Signature]
Notary Public, State of Texas

STATE OF MISSOURI }
COUNTY OF SAINT LOUIS }

This instrument was acknowledged before me on the 26 day of April, 2006 by Martha S. Uhlhorn, President of Martha S. Uhlhorn Management, L.L.C., on behalf of said limited liability company, as general partner of M. S. Uhlhorn Family Partnership, Ltd., on behalf of said family limited partnership, as a general partner of Har-Vest, a Texas general partnership, on behalf of said partnership.



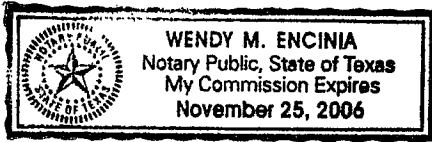
[Signature]
Notary Public, State of Missouri

STATE OF TEXAS
COUNTY OF CAMERON



This instrument was acknowledged before me on the 24th day of April, 2006 by Tudor G. Uhlhorn, President of Tudor G. Uhlhorn Management, L.L.C., on behalf of said limited liability company, as general partner of T. G. Uhlhorn Family Partnership, Ltd.,

on behalf of said family limited partnership, as a general partner of Har-Vest, a Texas general partnership, on behalf of said partnership.

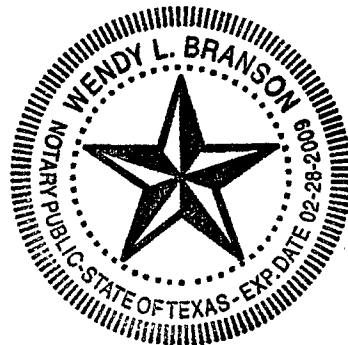


Wendy M. Encinia
Notary Public, State of Texas

STATE OF TEXAS }
COUNTY OF CAMERON }

This instrument was acknowledged before me on the 27 day of April, 2006 by Julie U. Allen, President of Julie U. Allen Management, L.L.C., on behalf of said limited liability company, as general partner of J. U. Allen Family Partnership, Ltd., on behalf of said family limited partnership, as a general partner of Har-Vest, a Texas general partnership, on behalf of said partnership.

Wendy L. Branson
Notary Public, State of Texas



After recording return to:

Randolph Kimble Whittington
Attorney at Law
2014 East Harrison Street
Harlingen, Texas 78550

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: May 02, 2006 at 02:56P

Document Number: 00025795

By
Fabiola Hernandez
Joe G Rivera, County Clerk
Cameron County



TRANSFER AND ASSIGNMENT

This Transfer and Assignment ("Assignment") is executed to be effective the 31 day of December, 2003, by JULIE GALLAHER UHLHORN ("Assignor"), in light of the following recitals.

Recitals

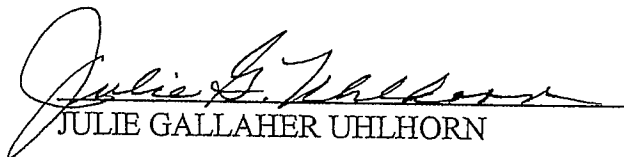
The purpose of this Assignment is to evidence the transfer to J. G. Uhlhorn Family Partnership, Ltd., ("Assignee"), as Assignee's property, all of Assignor's right, title and interest in and to the property listed on Exhibit "A" attached hereto ("the Property").

Agreement

Now, therefore, in consideration of receipt of the Property, Assignor transfers and assigns to the Assignee, as Assignee's property, all of Assignor's right, title and interest in the Property.

Assignor warrants that Assignor is the lawful owner in every respect of the Property and that is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever. Assignor binds Assignor, Assignor's successors and assigns, to warrant and defend the title to the Property to Assignee, Assignee's successors and assigns, forever against every person lawfully claiming the Property, or any part of it.

THE PROPERTY IS TRANSFERRED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND ASSIGNOR DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, EXCEPT THOSE EXPRESSLY CONTAINED IN THIS ASSIGNMENT.


JULIE GALLAHER UHLHORN

STATE OF TEXAS

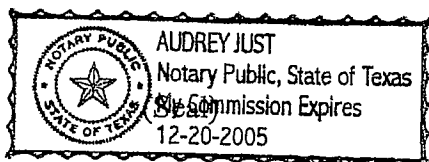
§

COUNTY OF CAMERON

§

§

This instrument was acknowledged before me on the 26~~th~~ day of December, 2003, by Julie Gallaher Uhlhorn.



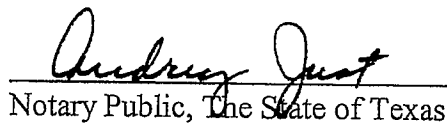

Notary Public, The State of Texas

EXHIBIT "A"

30.00% Interest to Har-Vest, a Texas General Partnership

TRANSFER AND ASSIGNMENT

This Transfer and Assignment ("Assignment") is executed to be effective the 31 day of December, 2003, by MARTHA STOCKLEY UHLHORN ("Assignor"), in light of the following recitals.

Recitals

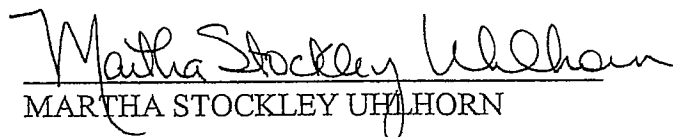
The purpose of this Assignment is to evidence the transfer to M. S. Uhlhorn Family Partnership, Ltd., ("Assignee"), as Assignee's property, all of Assignor's right, title and interest in and to the property listed on Exhibit "A" attached hereto ("the Property").

Agreement

Now, therefore, in consideration of receipt of the Property, Assignor transfers and assigns to the Assignee, as Assignee's property, all of Assignor's right, title and interest in the Property.

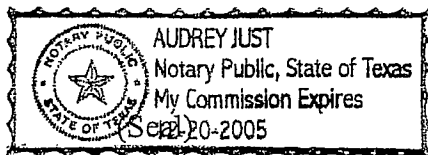
Assignor warrants that Assignor is the lawful owner in every respect of the Property and that is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever. Assignor binds Assignor, Assignor's successors and assigns, to warrant and defend the title to the Property to Assignee, Assignee's successors and assigns, forever against every person lawfully claiming the Property, or any part of it.

THE PROPERTY IS TRANSFERRED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND ASSIGNOR DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, EXCEPT THOSE EXPRESSLY CONTAINED IN THIS ASSIGNMENT.


MARTHA STOCKLEY UHLHORN

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

This instrument was acknowledged before me on the 26th day of December, 2003, by Martha Stockley Uhlhorn.



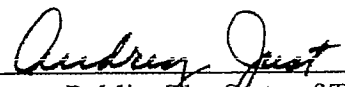

Notary Public, The State of Texas

EXHIBIT "A"

23.33% Interest to Har-Vest, a Texas General Partnership

TRANSFER AND ASSIGNMENT

This Transfer and Assignment ("Assignment") is executed to be effective the 31 day of December, 2003, by TUDOR G. G. UHLHORN ("Assignor"), in light of the following recitals.

Recitals

The purpose of this Assignment is to evidence the transfer to T. G. Uhlhorn Family Partnership, Ltd., ("Assignee"), as Assignee's property, all of Assignor's right, title and interest in and to the property listed on Exhibit "A" attached hereto ("the Property").

Agreement

Now, therefore, in consideration of receipt of the Property, Assignor transfers and assigns to the Assignee, as Assignee's property, all of Assignor's right, title and interest in the Property.

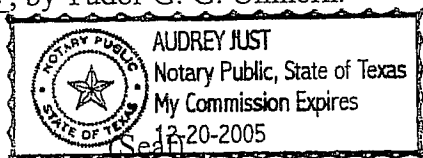
Assignor warrants that Assignor is the lawful owner in every respect of the Property and that is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever. Assignor binds Assignor, Assignor's successors and assigns, to warrant and defend the title to the Property to Assignee, Assignee's successors and assigns, forever against every person lawfully claiming the Property, or any part of it.

THE PROPERTY IS TRANSFERRED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND ASSIGNOR DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, EXCEPT THOSE EXPRESSLY CONTAINED IN THIS ASSIGNMENT.


TUDOR G. G. UHLHORN

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

This instrument was acknowledged before me on the 31st day of December, 2003, by Tudor G. G. Uhlhorn.



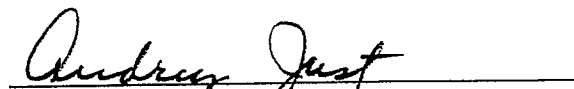

Notary Public, The State of Texas

EXHIBIT "A"

23.33% Interest to Har-Vest, a Texas General Partnership

TRANSFER AND ASSIGNMENT

This Transfer and Assignment ("Assignment") is executed to be effective the 31 day of December, 2003, by JULIE UHLHORN ALLEN ("Assignor"), in light of the following recitals.

Recitals

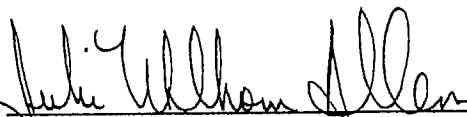
The purpose of this Assignment is to evidence the transfer to J. U. Allen Family Partnership, Ltd., ("Assignee"), as Assignee's property, all of Assignor's right, title and interest in and to the property listed on Exhibit "A" attached hereto ("the Property").

Agreement

Now, therefore, in consideration of receipt of the Property, Assignor transfers and assigns to the Assignee, as Assignee's property, all of Assignor's right, title and interest in the Property.

Assignor warrants that Assignor is the lawful owner in every respect of the Property and that is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever. Assignor binds Assignor, Assignor's successors and assigns, to warrant and defend the title to the Property to Assignee, Assignee's successors and assigns, forever against every person lawfully claiming the Property, or any part of it.

THE PROPERTY IS TRANSFERRED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND ASSIGNOR DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, EXCEPT THOSE EXPRESSLY CONTAINED IN THIS ASSIGNMENT.



JULIE UHLHORN ALLEN

STATE OF TEXAS

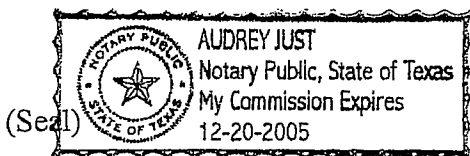
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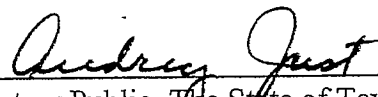
§

COUNTY OF CAMERON

§

This instrument was acknowledged before me on the 26th day of December, 2003, by Julie Uhlhorn Allen.





Notary Public, The State of Texas

EXHIBIT "A"

23.34% Interest to Har-Vest, a Texas General Partnership


41348

VOL 4643 PAGE 96

FILED FOR RECORD

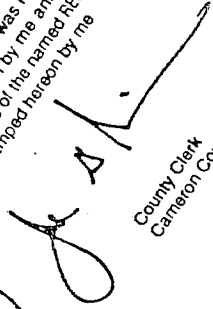
BY

Dec 1 11 22 AM '97

JOE G. RIVERA
CLERK COUNTY COURT
CAMERON COUNTY, TEXAS
BY  DEPUTY

STATE OF TEXAS
COUNTY OF CAMERON
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and page of the named RECORDS of
Cameron County, Texas as stamped hereon by me





County Clerk
Cameron County, Texas

STATE OF TEXAS §

COUNTY OF CAMERON §

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is entered into as of this 1st day of January, 1986, by and among JULIE G. UHLHORN, ESTATE OF H. M. UHLHORN, DECEASED, by and through its Independent Executrix, Julie G. Uhlhorn, MARTHA S. UHLHORN, TUDOR G. UHLHORN and JULIE H. UHLHORN (all of whom are hereinafter sometimes referred to collectively as the "Partners") on the following terms and conditions, to-wit:

R E C I T A L S:

WHEREAS, each of the hereinabove named Partners desire to enter into the partnership agreement and share in the profits and losses of the Partnership;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter contained, each of the Partners do hereby agree as follows:

ARTICLE I

1.01. The activities and business of the partnership shall be conducted under the name of HAR-VEST (the "Partnership") in Texas, and under such variations of this name as may be necessary to comply with the laws of other states within which the Partnership may do business or conduct related activities.

1.02. This Partnership is organized and created pursuant to and shall be governed by the terms of this Agreement and, to the extent that it is allowed by law and to the extent that its provisions are not contrary to the terms and conditions of this

Agreement, the Texas Uniform Partnership Act, Article 6132b, Texas Revised Civil Statutes.

1.03. The principal place of business of the Partnership shall be Harlingen, Texas; provided, however, the Partners may locate additional places of business elsewhere as they may determine, from time to time, to be appropriate and necessary for the proper and efficient conduct of the Partnership's business.

1.04. The mailing address of the Partnership shall be 2601 South 77 Sunshine Strip, Harlingen, Texas 78550.

ARTICLE II

2.01. The purpose of the Partnership shall be to engage generally in the farming business including, but not limited to, the cultivation and production of agricultural products for sale and any and all other types of activities directly or indirectly related or incidental thereto.

2.02. The Partnership shall also be entitled to engage in such other types of businesses and activities as the Partners, from time to time, shall deem necessary or appropriate to accomplish the primary purposes of the Partnership as set forth in Paragraph 2.01 hereof.

ARTICLE III

3.01. The Partnership shall commence on January 1, 1986 and shall continue until such time as this Agreement is terminated in the manner provided herein or by the mutual agreement of all the Partners.

ARTICLE IV

4.01 - See Addendum

4.01. The interest of each Partner in and to any net profits of the Partnership and the obligation and liability of each Partner, as among themselves, with respect to any and all liabilities and losses incurred in connection with the business of the Partnership shall be as follows:

Julie G. Uhlhorn	30%
Estate of H. M. Uhlhorn	30%
Martha S. Uhlhorn	13.3333%
Tudor G. Uhlhorn	13.3333%
Julie H. Uhlhorn	13.3333%

In the event of a default hereunder by a Partner, the defaulting Partner does hereby indemnify the other Partners against any loss or liability exceeding the percentages set forth above by reason of any liability or loss resulting from such default. No Partner shall have any right to compensation solely by reason of his contributions, regardless of form, to the Partnership, except to share in the net profits of the Partnership in the percentages set forth above unless otherwise expressly provided herein. Any Partner may, however, loan to the Partnership such additional funds as the Partners may agree upon and interest at such annual rate as may be agreed upon by the Partners shall be paid thereon and charged as an expense of the Partnership business.

4.02. Distributions from the Partnership to the respective Partners shall be made at such times and in such amounts as may be determined by the Managing Partner; provided, however, any such distributions of net profits from the

Partnership shall be made proportionately to all Partners in the percentages set forth above in Paragraph 4.01 hereof.

4.03. Contributions to the Partnership may be in the form of land, labor, management, equipment, services or capital. The Partners acknowledge that each Partner shall be obligated to contribute and will, upon demand by the Managing Partner, contribute to the Partnership such land, labor, management, equipment, services or capital as is necessary for the operations of the Partnership business and in such respective proportions that the contributions from each of the Partners is commensurate with their respective share of the net profits of the Partnership as set forth in Paragraph 4.01 hereof. In this connection, the initial capital of said partnership shall be the contribution of 1,030 acres of land in Cameron County, Texas by the Estate of H. M. Uhlhorn, 1,029 acres of land in Cameron County, Texas by Julie G. Uhlhorn, 428 acres of land in Cameron County, Texas by Martha S. Uhlhorn, 428 acres of land in Cameron County, Texas by Tudor G. Uhlhorn, and 428 acres of land in Cameron County, Texas by Julie H. Uhlhorn. The legal description of all of the land contributed to the Partnership is attached hereto as Exhibit A. The Partners agree to contribute such other property (land, money, equipment) as is necessary from time to time to conduct Partnership business. Any indebtedness on property contributed to the Partnership shall be paid solely by the Partner originally contributing such property and not by the Partnership.

ARTICLE V

5.01. All real or personal property, including all

improvements placed or located thereon, acquired by the Partnership shall be owned by the Partnership, such ownership being subject to the other terms and provisions of this Agreement. Each Partner hereby waives the right to require partition of any Partnership property or any part thereof.

ARTICLE VI

6.01. The fiscal year of the Partnership shall be the calendar year.

6.02. Proper books and records shall be kept with reference to all Partnership transactions, and each Partner, or a designated representative thereof, shall at all reasonable times during business hours have access thereto for examination or copying. The books shall be kept in accordance with such method of accounting as shall properly reflect the income of the Partnership and as shall be agreed upon by the Partners. The books and records of the Partnership shall be reviewed annually at the expense of the Partnership by a certified public accountant selected by the Managing Partner, which accountant shall annually prepare and deliver to the Partnership for filing the appropriate federal income tax return for the Partnership.

6.03. All funds of the Partnership shall be deposited in its name in an account or accounts maintained at a financial institution selected by the Managing Partner. Checks shall be drawn upon the Partnership account or accounts only for purposes of the Partnership and shall be signed by the Managing Partner or a person authorized by the Managing Partner.

ARTICLE VII

7.01. Control of the Partnership and all of its affairs shall be in the Partners; provided, however, in order to simplify the operations of the Partnership, the Partners hereby designate Tudor G. Uhlhorn as the Managing Partner to serve in such capacity until such time as the Partners shall designate a new Managing Partner by a vote of 51% in interest, not in numbers, of the Partners. The Managing Partner shall not receive a salary or any other compensation for serving in that capacity. The Partners hereby delegate to the Managing Partner the responsibility and authority to act on behalf of the Partners and the Partnership with respect to the day-to-day management and ministerial acts of the Partnership, including the authority to perform all such acts on behalf of and as the act and deed of the Partnership which he is not expressly prohibited from performing in accordance with the express terms and provisions of this Agreement. All business arrangements entered into by the Managing Partner on behalf of the Partnership shall be upon such terms and conditions as generally would be characteristic of a businessman in similar circumstances exercising prudent and sound business judgment. The Managing Partner shall devote such attention and business capacity to the affairs of the Partnership as may be reasonably necessary to conduct the Partnership's business and activities; provided, however, the Partners hereby acknowledge that the Managing Partner may continue to engage in other related or separate businesses.

7.02. The individual Partners and the Managing Partner shall not have authority with respect to the Partnership and this

Agreement to:

(a) do any act in contravention or violation of this Agreement.

(b) do any act which would render impossible the conduct of the business of the Partnership.

(c) possess Partnership property to the exclusion of the Partnership or other Partners in specific Partnership property other than for a Partnership purpose; provided, however, this provision shall not prohibit the Managing Partner from holding title to Partnership property in his individual name when, in his judgment, it shall be in the interest of the Partnership to do so.

(d) make, execute or deliver any general assignment for the benefit of creditors.

(e) confess a judgment against the Partnership or the Partners.

(f) amend or otherwise change this Agreement so as to modify the rights or obligations of the Partners as set forth herein.

(g) create any personal liability for any Partner other than personal liability to which any Partner may have agreed in writing.

The individual Partners, other than the Managing Partner acting in that capacity, shall not have authority, except by unanimous agreement, to perform any acts on behalf of the Partnership which are delegated hereunder or otherwise to the Managing Partner.

ARTICLE VIII

8.01. No Partner may sell, assign, transfer, encumber, or otherwise dispose of any interest in the Partnership, Partnership property, or assets of the Partnership without the prior written consent of all the Partners. Any such prohibited transfer, if made, shall be void and without force or effect and any attempt by any Partner to dispose of his interest in violation of this provision shall constitute an event of default under this Agreement.

8.02. The death of a Partner shall not have the effect of terminating or dissolving the Partnership. Upon the death of any Partner, the Partnership business shall be continued until the end of the fiscal year in which such death occurs. At the end of such fiscal year, the surviving Partners shall have the right either to continue the Partnership business with the estate of the deceased Partner continuing as a Partner or to liquidate the Partnership business and terminate the Partnership.

If the surviving Partners elect to continue the Partnership, the estate of the deceased Partner shall succeed to his interest in the Partnership and shall be bound by the terms and provisions of this Agreement. In the event the interest of the deceased Partner passes to more than one heir or devisee or to a trust with more than one trustee or, upon the termination of a trust, to more than one beneficiary (such heirs, devisees, trustees or beneficiaries hereinafter being collectively referred to as the "Distributees"), such Distributees shall, within ninety (90) days after distribution of the interest of the deceased Partner, deliver to the Managing Partner a written instrument appointing

one person, firm or corporation as the agent for said Distributees for the purpose of (i) collecting, receiving and making all payments and contributions required or permitted under this Agreement, (ii) voting the interest of the Distributees in the Partnership, and (iii) performing the obligations of the Distributees under this Agreement.

8.03. Any transferee or assignee of an interest in the Partnership who is not, at the time of such transfer or assignment, a party to this Agreement shall take such interest subject to all of the terms and provisions of this Agreement and shall not be considered to have title to such interest until such transferee or assignee shall have accepted and assumed the terms and provisions of this Agreement in writing.

ARTICLE IX

9.01. The following events shall be deemed to be events of default by a Partner:

(a) failure of a Partner to make any contributions required to be made hereunder.

(b) violation of any of the terms and provisions of this Agreement.

(c) making of an assignment for the benefit of creditors or the filing of a petition under the United States Bankruptcy Code or under any similar federal or state statute.

(d) final adjudication of a Partner as a bankrupt or insolvent pursuant to a petition or proceeding filed against such Partner under the United States Bankruptcy Code or under any similar federal or state statute.

(e) appointment of a receiver for all or substantially all of the assets of a Partner.

9.02. In the event of a default, the remaining Partners shall have the right, exercisable at any time within one (1) year from the date of such default, to terminate the interest of the defaulting Partner without effecting a dissolution or termination of the Partnership. In the event of the exercise of such right, the remaining Partners shall purchase the interest of the defaulting Partner by paying to him (i) his proportionate interest in any distributions of net profits to the Partners for the period of time up to the year during which the default occurs and for such year up to the date of default and (ii) the value of his capital account in the Partnership. The remaining Partners may, at their option, elect to pay the defaulting Partner that portion of the purchase price relating to the value of his capital account in the Partnership, or any portion thereof, by the execution and delivery of a promissory note executed by the Partnership, bearing interest at the rate of ten percent (10%) per annum, payable to the defaulting Partner in ten (10) equal annual installments of principal and interest, with the first of such annual installments being due and payable one year from the date of the election to terminate the defaulting Partner's interest in the Partnership.

Upon receipt of the aforesaid purchase price, either in the form of cash or a promissory note as hereinabove provided, the defaulting Partner shall have no further interest in the Partnership or its business or assets.

ARTICLE X

10.01. The Partnership may be terminated at any time by the unanimous agreement of the Partners or in any other manner expressly provided herein. Upon the termination of the Partnership, the assets of the Partnership shall be applied first to the payment of any outstanding Partnership debts and liabilities (other than debts or liabilities to the Partners), next to the payment of any debts owed by the Partnership to Partners, and then any balance remaining thereafter shall be distributed to the Partners in the proportions set forth in Paragraph 4.01 hereof.

ARTICLE XI

11.01. This Agreement may be amended or modified only by the unanimous consent of all the Partners, such amendment or modification being evidenced by a written agreement executed by all of the Partners.

11.02. All notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when personally delivered or mailed, postage prepaid, to the Partners at the respective addresses shown below or at such other address as may have been theretofore specified by notice delivered in accordance herewith.

11.03. The Partners hereby covenant and agree to execute and deliver such other and further instruments or documents as are or may become necessary or reasonable to effectuate and carry out the Partnership created by this Agreement.

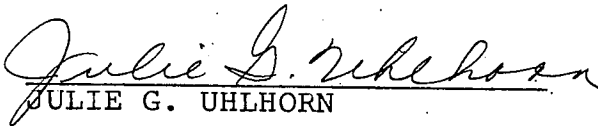
11.04. This Agreement shall be binding upon and shall

inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where such are permitted by the terms and provisions of this Agreement.

11.05. Wherever the context shall so require, all words herein of the male gender shall be deemed to include the female or neuter gender.

11.06. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

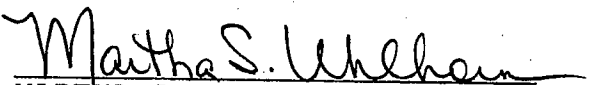
EXECUTED AT Harlingen, Texas, as of the 1st day of January, 1986.

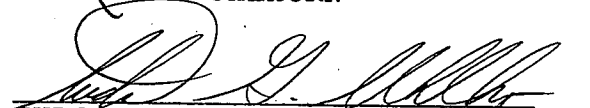

JULIE G. UHLHORN Address: 2601 S. 77 Sunshine Strip
Harlingen, Tx 78550


ESTATE OF H. M. UHLHORN,
DECEASED

Address: 2601 S. 77 Sunshine Strip
Harlingen, Tx 78550

By: 
JULIE G. UHLHORN, Independent
Executrix


MARTHA S. UHLHORN Address: 2601 S. 77 Sunshine Strip
Harlingen, Tx 78550


TUDOR G. UHLHORN Address: 2601 S. 77 Sunshine Strip
Harlingen, Tx 78550


JULIE H. UHLHORN Address: 2601 S. 77 Sunshine Strip
Harlingen, Tx 78550

Department of the Treasury
Internal Revenue Service

18044373

HAR-VEST
TUDOR G UHLHORN GEN PTR
2601 S 77 SUNSHINE STRIP
HARLINGEN TX 78550

If you inquire about your
account, please refer to
this number or attach a
copy of this notice.

Date of This Notice

04-08-86

Employer Identification Number

74-2406019

NOTICE OF NEW EMPLOYER IDENTIFICATION NUMBER ASSIGNED

Thank you for your Form SS-4, Application for Employer Identification Number. The number assigned to you is shown above. This number will be used to identify your business account and related tax returns and documents, even if you do not have employees.

Please keep a copy of this number in your permanent records. Use this number and your name, exactly as shown above, on all Federal tax forms that require this information, and refer to the number on all tax payments and tax-related correspondence or documents.

If your business is a partnership which must obtain prior approval for its tax year, the tax year you entered in Block 3 of your Form SS-4 does not establish a tax year. For guidance in determining if you must request prior approval and the method of doing so, see IRS Publication 538, Accounting Periods and Methods, available at most IRS offices.

For Exempt Organizations, please see the message on the reverse side.

Thank you for your cooperation.

575 B 1065

ADDENDUM TO PARTNERSHIP AGREEMENT

THIS ADDENDUM TO PARTNERSHIP AGREEMENT is entered into and effective as of this 30th day of December, 1988, by and among JULIE G. UHLHORN, ESTATE OF H. M. UHLHORN, DECEASED, by and through its Independent Executrix, Julie G. Uhlhorn, MARTHA S. UHLHORN, TUDOR G. UHLHORN, and JULIE H. UHLHORN (all of whom are hereinafter sometimes referred to collectively as the "Partners") on the following terms and conditions, to-wit:

R E C I T A L S:

WHEREAS, the Partners entered into a Partnership Agreement dated January 1, 1986; and

WHEREAS, Partner, ESTATE OF H. M. UHLHORN, DECEASED, desires to transfer, in equal shares, its 30% partnership interest to Partners, MARTHA S. UHLHORN, TUDOR G. UHLHORN, and JULIE H. UHLHORN, and thereafter to modify paragraph 4.01 of said Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter contained, each of the Partners do hereby agree as follows:

I.

The 30% partnership interest of the Estate of H. M. Uhlhorn shall be divided as follows:

Martha S. Uhlhorn	10%
Tudor G. Uhlhorn	10%
Julie H. Uhlhorn	10%.

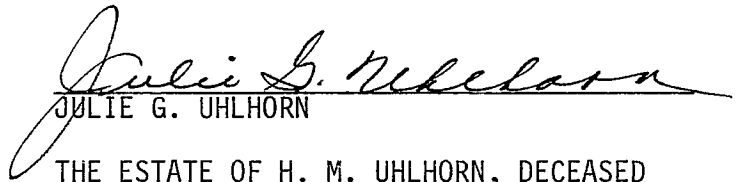
II.

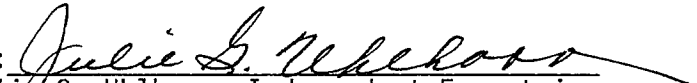
Paragraph 4.01 is hereby amended to read as follows:

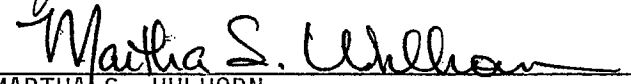
4.01. The interest of each partner in and to any net profits and losses of the Partnership shall be as follows:


Julie G. Uhlhorn	30%
Martha S. Uhlhorn	23.3333%
Tudor G. Uhlhorn	23.3333%
Julie H. Uhlhorn	23.3334%.

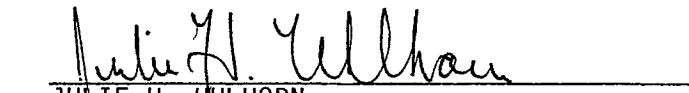
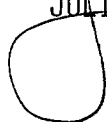
Except as otherwise amended herein, the Partnership Agreement dated January 1, 1986 shall remain in full force and effect.


JULIE G. UHLHORN
THE ESTATE OF H. M. UHLHORN, DECEASED

By: 
Julie G. Uhlhorn, Independent Executrix


MARTHA S. UHLHORN

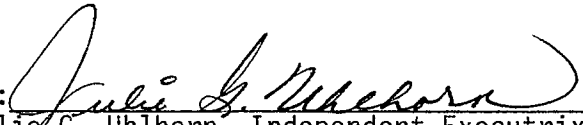

TUDOR G. UHLHORN


JULIE H. UHLHORN


ASSIGNMENT OF PARTNERSHIP INTEREST

I, Julie G. Uhlhorn, Independent Executrix of the Estate of H. M. Uhlhorn, Deceased, hereby transfer all of the Estate's interest in the partnership known as Har-Vest in equal shares to Martha S. Uhlhorn, Tudor G. Uhlhorn, and Julie H. Uhlhorn.

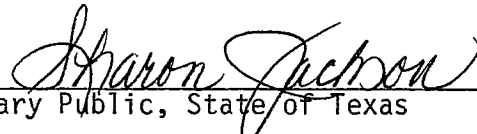
ESTATE OF H. M. UHLHORN, DECEASED

By: 
Julie G. Uhlhorn, Independent Executrix

STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on December 30th, 1988, by Julie G. Uhlhorn, as Independent Executrix of the Estate of H. M. Uhlhorn, Deceased.


Notary Public, State of Texas

Notary's Printed Name: SHARON JACKSON
My Commission Expires: 12/5/92

WARRANTY DEED WITH VENDOR'S LIEN

Date: May 22, 1987

OFFICIAL RECORDS

Grantor: MAXEY GROSSENBACHER, Trustee

Grantor's Mailing Address (including county): P.O. Box 22, Harlingen, Cameron County, Texas.

Grantee: HAR-VEST, a Texas General Partnership

Grantee's Mailing Address (including county): 2601 South Highway 77, Harlingen, Cameron County, Texas

OK

Consideration: A note of even date that is in the principal amount of Sixty-Three Thousand Five Hundred and no/100 Dollars (\$63,500.00) and is executed by Grantee, payable to the order of Texas Commerce Bank-Brownsville. The note is secured by a vendor's lien retained in favor of Texas Commerce Bank-Brownsville in this deed and by a deed of trust of even date from Grantee to Jean Ann Robinson, Trustee.

Property (including any improvements): Block Number Five (5) RANDALL'S IRRIGATED FARMS SUBDIVISION in Cameron County, Texas, according to Map or Plat thereof recorded in Volume 31, Page 22 of the Map Records of Cameron County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Visible and apparent easements, to include, but not limited to easements for roadways on or across the property herein described.

Statutory Rights in favor of Adams Gardens Irrigation District No. 19, pursuant to applicable Sections of the Texas Water Code.

Easement and Right of Way dated April 8, 1947, executed by Adams Gardens, Inc. to Central Power & Light Company, recorded in Volume 413, Page 447, Deed Records of Cameron County, Texas.

Easement and Right of Way dated March 17, 1949, executed by Adams Gardens, Inc. to Carthage Hydrocol, Inc., recorded in Volume 462, Page 195, Deed Records of Cameron County, Texas.

Easement and Right of Way dated April 6, 1949, executed by Cameron County Water Control and Improvement District No. 19 to Carthage Hydrocol, Inc., recorded in Volume 464, Page 282, Deed Records of Cameron County, Texas.

Easement dated April 22, 1949, executed by Cameron County Water Control and Improvement District No. 1 to Carthage Hydrocol, Inc., recorded in Volume 466, Page 249, Deed Records of Cameron County, Texas.

Easement dated June 15, 1949, executed by Cameron County Water Control and Improvement District No. 19 to Cameron County, recorded in Volume 467, Page 180, Deed Records of Cameron County, Texas.

Non-Drilling Agreement dated January 4, 1974, executed by Marion W. Berly to The Public, recorded in Volume 74, Page 405, Misc. Deed Records of Cameron County, Texas.

Irrigation Canals, Central Power & Light Pole and Access Easement, Pipe and Access Easement, Oil and Gas Pipeline Easement and Irrigation Pipelines, all as shown on the Map of the Subdivision herein referred to.

Easements in favor of Adams Gardens Irrigation District No. 19.

The Grantee, Har-Vest, a Texas General Partnership, shall not be entitled to possession until September 1, 1987, as Maxey Grossenbacher, Grantor, reserves title to all crops growing on the real estate described herein, and possession until September 1, 1987.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

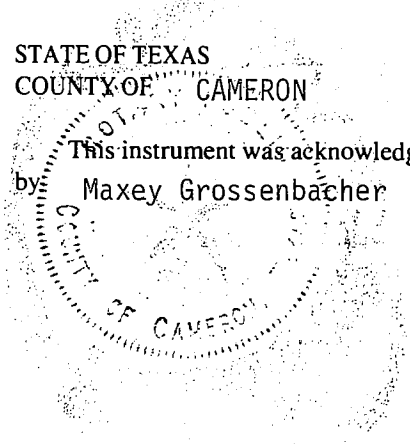
OK Texas Commerce Bank-Brownsville, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of Texas Commerce Bank-Brownsville and are transferred to that party without recourse on Grantor.

Maxey Grossenbacher
MAXEY GROSSENBACHER, Trustee

(Acknowledgment)

STATE OF TEXAS
COUNTY OF CAMERON

This instrument was acknowledged before me on the 26th day of May, 19 87, by Maxey Grossenbacher



Sonia Longoria
Notary Public, State of Texas
Notary's name (printed): SONIA LONGORIA
Notary's commission expires: My Commission Expires: 4-16-88

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19 _____, by _____ of _____ a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

AFTER RECORDING RETURN TO:
J. Edward Mann, Jr.
P.O. Box 231
Harlingen, Texas 78551

PREPARED IN THE LAW OFFICE OF:
J. Edward Mann, Jr.
P.O. Box 231
Harlingen, Texas 78551

FILED FOR RECORD
AT
MAY 28 5 00 PM '87
JOE C. RIVERA
CAMERON COUNTY CLERK
BY *[Signature]* DEPUTY

17100

STATE OF TEXAS
COUNTY OF CAMERON

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and page of the named RECORDS
of Cameron County, Texas as stamped hereon by me



[Signature]
County Clerk
Cameron County, Texas

Warranty Deeds

Into

Har-Vest, a Texas General Partnership

OK

For:

Blocks 1A, 1B, 4, 5, 6, 9, 10, 13, 15 & 16, Randall's Irrigated Farm Subdivision in Cameron County, Texas, according to Map or Plat thereof recorded in Volume 31, Pages 22-28 of the Map Records of Cameron County, Texas

OK

Deed No. 1:

January 1, 1986, Effective Date - Correction Warranty Deed from Julie G. Uhlhorn to Har-Vest, a Texas General Partnership for an undivided one-half (1/2) interest in and to Blocks 1A, 1B, 4, 6, 9, 10, 13, 15 & 16 out of Randall's Irrigated Farms Subdivision, Cameron County, Texas according to a Map or Plat thereof recorded in Volume 31, Pages 22 - 28 of the Map Records of Cameron County, Texas.

(Original Warranty Deed dated January 1, 1986, attached)

OK

Deed No. 2:

January 1, 1986 - Warranty Deed from Julie G. Uhlhorn, Independent Executrix of the Estate of H.M. Uhlhorn, Deceased to Har-Vest, a Texas General Partnership for an undivided one-half (1/2) interest in and to Blocks 1A, 1B, 4, 6, 9, 10, 13, 15 & 16 out of Randall's Irrigated Farm Subdivision, Cameron County, Texas according to a Map or Plat thereof recorded in Volume 31, Pages 22 - 28 of the Map Records of Cameron County, Texas

OK

Deed No. 3:

May 26, 1987 - Warranty Deed from Maxey Grossenbacher, Trustee to Har-Vest, a Texas General Partnership for Block 5, Randalls Irrigated Farm Subdivision in Cameron County, Texas, according to a Map or Plat thereof recorded in Volume 31, Pages 22-28 of the Map Records of Cameron County, Texas.

IMPORTANT NOTE:

Blocks 1A and 1B are not able to be irrigated as they are inside the IB&WC Levee along the Arroyo Colorado and are thus NOT included in the new acres for Use of Certificate of Adjudication 023-248 ABCDEF.

Southern Texas Title Co.

G.F. No. 2003-78153

CORRECTION WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF CAMERON § KNOW ALL MEN BY THESE PRESENTS

That I, JULIE G. UHLHORN, also known as Julie Gallaher Uhlhorn, of Cameron County and State of Texas for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Har-Vest, a Texas general partnership, of the County of Cameron and State of Texas, all of the following described real property in Cameron County, Texas, to-wit:

TRACT ONE:

NO

An undivided 1/4th interest in and to the following:

64.81 acres more or less, out of Blocks 114 & 153, San Benito Land and Water Company Subdivision, in Cameron County, Texas;

46.15 acres more or less, out of Block 117, San Benito Land and Water Company Subdivision, in Cameron County, Texas;

66.43 acres more or less, out of Block 114 & 153, San Benito Land and Water Company Subdivision, Cameron County, Texas;

29.98 acres, more or less, being 29.73 acres out of Block 113 and 0.25 acres out of Block 154, San Benito Land and Water Company Subdivision, Cameron County, Texas;

15.99 acres, more or less, out of Block 117, San Benito Land and Water Company Subdivision, Cameron County, Texas; and

6.00 acres, more or less out of Block 115, San Benito Land and Water Company Subdivision, Cameron County, Texas.

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TRACT TWO: **OK**

An undivided one-half (½) interest in and to 769.41 acres out of Blocks 1A, 1B, 4, 6, 9, 10, 13, 15 and 16 out of Randall's Irrigated Farm Subdivision out of the Adams Garden Subdivision, Cameron County, Texas.

TRACT THREE: **NO**

An undivided one-half (½) interest in and to the following:

23.68 acres, more or less out of Blocks 33, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

20.00 acres, more or less, out of Block 48, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

21.45 acres, more or less out of Block 24, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

13.61 acres, more or less, out of the north end of Block 40, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

15.03 acres, more or less out of the north end of Block 41, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas.

TRACT FOUR: **OLD**

256.46 acres, more or less, consisting of Blocks 6 through 18 out of Section 6, Blocks 9 through 13 out of Section 7, Block 10 out of Section 12, the West ½ of Blocks 1, 4, 5 and 8 out of Section 13, and Blocks 2, 3, 6, 7 and 10 out of Section 13, Unit 4, Bayview Citrus Groves Subdivision, Cameron County, Texas.

TRACT FIVE: **OK**

An undivided one-half (½) interest in and to 588.04 acres of land, more or less, out of Lot 3 and Lot 4 of the North 1,385.42 acres of the Southwest 4814.0 acres in the Buena Vista Grant, Cameron County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors

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and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

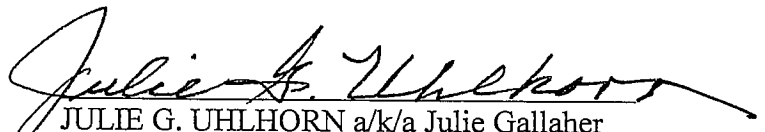
This deed is made as a correction deed in substitution of that certain warranty deed (the "*Warranty Deed*"), dated January 1, 1986, from Julie G. Uhlhorn, as grantor, to Harvest, a Texas general partnership, as grantee, recorded in Volume 40, Pages 379-381 of the Official Records of Cameron County, Texas. The *Warranty Deed* was intended to convey, among other properties, that property out of Bayview Citrus Groves Unit Four (4) Subdivision, Cameron County, Texas partitioned and set aside to Julie Gallaher Uhlhorn in that certain partition deed (the "*Partition Deed*"), dated January 15, 1960, and recorded in Volume 1736, Pages 219-222 of the Official Records of Cameron County, Texas. The *Warranty Deed* included an incorrect legal description of Tract Four therein in that it inadvertently and incorrectly (i) stated that Tract Four included "246.46 acres, more or less" instead of "256.46 acres, more or less", (ii) included Blocks 9 through 13 out of Section 13, and (iii) omitted Blocks 9 through 13 out of Section 7, Block 10 out of Section 12, and Blocks 2, 3, 6, 7 and 10 (which includes 10 acres rather than 5.68 acres as incorrectly stated in the *Partition Deed*) out of Section 13. Accordingly, the incorrect legal description of Tract Four in the original *Warranty Deed* is corrected to read as follows:

256.46 acres, more or less, consisting of Blocks 6 through 18 out of Section 6, Blocks 9 through 13 out of Section 7, Block 10 out of Section 12, the West ½ of Blocks 1, 4, 5 and 8 out of Section 13, and Blocks 2, 3, 6, 7 and 10 out of Section 13, Unit 4, Bayview Citrus Groves Subdivision, Cameron County,

Texas, according to the map or plat thereof recorded in
Volume 9, Page 33 of the Map Records of Cameron County,
Texas.

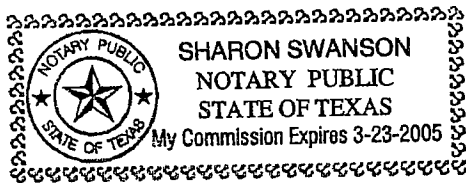
Other than the stated corrections, this deed is intended to restate in all respects the
corrected deed, and the effective date of this *Correction Warranty Deed* relates back to the
effective date of the corrected *Warranty Deed*.

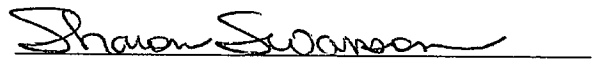
EXECUTED effective as of the 1st day of January, 1986.


JULIE G. UHLHORN a/k/a Julie Gallaher
Uhlhorn

STATE OF TEXAS
COUNTY OF CAMERON

This instrument was acknowledged before me on the 29th day of June, 2004, by Julie G.
Uhlhorn a/k/a Julie Gallaher Uhlhorn.




Notary Public, State of Texas

Mailing Address of Grantee:

Har-Vest
2601 S. 77 Sunshine Strip
Harlingen, Texas 78550

AFTER RECORDING, RETURN TO:

**RANDOLPH KIMBLE WHITTINGTON
ATTORNEY AT LAW
2014 EAST HARRISON STREET
HARLINGEN, TEXAS 78550**

DGC BK Vol Pg
00037278 DR 10327 154

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jul 01, 2004 at 04:57P

Document Number: 00037278

By
DeAnn Cummins
Joe G Rivera, County Clerk
Cameron County

11710

WARRANTY DEED

THE STATE OF TEXAS

§

OFFICIAL RECORDS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF CAMERON

§

That I, JULIE G. UHLHORN, of the County of Cameron and State of Texas for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Har-Vest, a Texas general partnership, of the County of Cameron and State of Texas, all of the following described real property in Cameron County, Texas, to-wit:

TRACT ONE: NO

An undivided 1/4th interest in and to the following:

64.81 acres more or less, out of Blocks 114 & 153, San Benito Land and Water Company Subdivision, in Cameron County, Texas;

46.15 acres more or less, out of Block 117, San Benito Land and Water Company Subdivision, in Cameron County, Texas;

66.43 acres more or less, out of Block 114 & 153, San Benito Land and Water Company Subdivision, Cameron County, Texas;

29.98 acres, more or less, being 29.73 acres out of Block 113 and 0.25 acres out of Block 154, San Benito Land and Water Company Subdivision, Cameron County, Texas;

15.99 acres, more or less, out of Block 117, San Benito Land and Water Company Subdivision, Cameron County, Texas; and

6.00 acres, more or less out of Block 115, San Benito Land and Water Company Subdivision, Cameron County, Texas.

TRACT TWO: OK

An undivided one-half (1/2) interest in and to 769.41 acres out of Blocks 1A, 1B, 4, 6, 9, 10, 13, 15 and 16 out of Randall's Irrigated Farm Subdivision out of the Adams Garden Subdivision, Cameron County, Texas.

TRACT THREE: NO

An undivided one-half (1/2) interest in and to the following:

23.68 acres, more or less out of Blocks 33, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

20.00 acres, more or less, out of Block 48, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

21.45 acres, more or less out of Block 2 4, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

13.61 acres, more or less, out of the north end of Block 40, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

15.03 acres, more or less out of the north end of Block 41, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas.

TRACT FOUR: OLD

246.46 acres, more or less, consisting of Blocks 6 through 18 out of Section 6, Blocks 9 through 13 out of Section 13⁺ and the West 1/2 of Blocks 1, 4, 5 and 8 out of Section 13, Unit 4, Bayview Citrus Groves Subdivision, Cameron County, Texas.

TRACT FIVE: OK

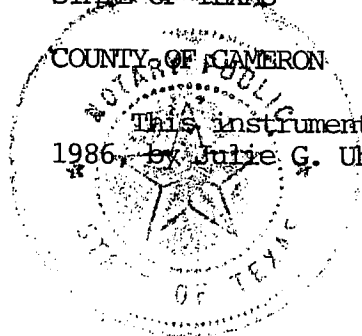
An undivided one-half (1/2) interest in and to 588.04 acres of land, more or less, out of Lot 3 and Lot 4 of the North 1,385.42 acres of the Southwest 4814.0 acres in the Buena Vista Grant, Cameron County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 1st day of January, 1986.

Julie G. Uhlhorn
JULIE G. UHLHORN

STATE OF TEXAS §
COUNTY OF CAMERON §



This instrument was acknowledged before me on the 14th day of April, 1986, by Julie G. Uhlhorn.

Starron Jackson
Notary Public, State of Texas
My Comm Expires 12-5-88

Mailing Address of Grantee:

Har-Vest
2601 S. 77 Sunshine Strip
Harlingen, Texas 78550

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11710

FILED FOR RECORD
AT
APR 15 4 43 PM '86
MIKE SHELDON
COUNTY CLERK
CAMERON COUNTY TEXAS

STATE OF TEXAS
COUNTY OF CAMERON

I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and page of the named RECORDS of Cameron County, Texas as stamped hereon by me.



Mike Sheldon
County Clerk
Cameron County, Texas

After recording return to:
J. Edward News Jr.
P.O. Box 231
Huntington, Ok 78551

WARRANTY DEED

THE STATE OF TEXAS

§

OFFICIAL RECORDS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF CAMERON

§

That I, JULIE G. UHLHORN, INDEPENDENT EXECUTRIX OF THE ESTATE OF H. M. UHLHORN, DECEASED, of the County of Cameron and State of Texas for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Har-Vest, a Texas general partnership, of the County of Cameron and State of Texas, all of the following described real property in Cameron County, Texas, to-wit:

TRACT ONE: NO

An undivided 1/4th interest in and to the following:

64.81 acres more or less, out of Blocks 114 & 153, San Benito Land and Water Company Subdivision, in Cameron County, Texas;

46.15 acres more or less, out of Block 117, San Benito Land and Water Company Subdivision, in Cameron County, Texas;

66.43 acres more or less, out of Block 114 & 153, San Benito Land and Water Company Subdivision, Cameron County, Texas;

29.98 acres, more or less, being 29.73 acres out of Block 113 and 0.25 acres out of Block 154, San Benito Land and Water Company Subdivision, Cameron County, Texas;

15.99 acres, more or less, out of Block 117, San Benito Land and Water Company Subdivision, Cameron County, Texas; and

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TRACT TWO: OK

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TRACT THREE: NO

An undivided one-half (1/2) interest in and to the following:

23.68 acres, more or less out of Blocks 33, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

20.00 acres, more or less, out of Block 48, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

21.45 acres, more or less out of Block 2 4, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

13.61 acres, more or less, out of the north end of Block 40, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas;

15.03 acres, more or less out of the north end of Block 41, Abstract 16, Los Indios Irrigated Land Company's Subdivision, Cameron County, Texas.

TRACT FOUR: OLD

246.92 acres, more or less, consisting of Blocks 13, 15, 16 and 18 out of Section 5, and Blocks 11, 16, 18, 20 through 39 out of Section 12, Unit 4, Bayview Citrus Groves Subdivision, Cameron County, Texas.

TRACT FIVE: OK

An undivided one-half (1/2) interest in and to 588.04 acres of land, more or less, out of Lot 3 and Lot 4 of the North 1,385.42 acres of the Southwest 4814.0 acres in the Buena Vista Grant, Cameron County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors and assigns forever; and I do hereby bind myself, the Estate of H. M. Uhlhorn, Deceased and its heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

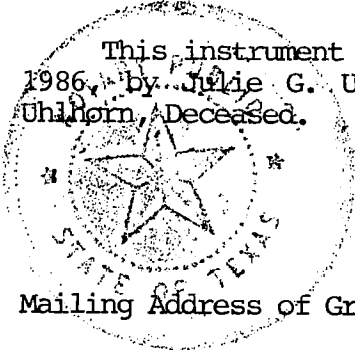
EXECUTED this 1st day of January, 1986.

Julie G. Uhlhorn
 JULIE G. UHLHORN, Independent Executrix
 of the Estate of H. M. Uhlhorn, Deceased

STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on the 14th day of April, 1986, by Julie G. Uhlhorn, as Independent Executrix of the Estate of H. M. Uhlhorn, Deceased.



Sharon Jackson
 Notary Public, State of Texas
 My Comm. Expires 12-5-88

Mailing Address of Grantee:

Har-Vest
 2601 S. 77 Sunshine Strip
 Harlingen, Texas 78550

11709

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STATE OF TEXAS
 COUNTY OF CAMERON
 I hereby certify that this instrument was FILED on the
 date and at the time stamped hereon by me and was duly
 RECORDED in the volume and page of the named RECORDS
 of Cameron County, Texas as stamped hereon by me.

Mike Sheldon
 County Clerk
 Cameron County, Texas



FILED FOR RECORD
 AT _____

APR 15 4 43 PM '86

MIKE SHELTON
 COUNTY CLERK
 DEPUTY

After recording return to:
J. Edward Mann, Jr.
 P.O. Box 231
 Harlingen, Tx 78551