

TCEQ Interoffice Memorandum

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

THRU: Chris Kozlowski, Team Leader
Water Rights Permitting Team

FROM: Hal E. Bailey, Jr., Project Manager
Water Rights Permitting Team

DATE: February 6, 2025

SUBJECT: Mondo Gardens, Inc.
WRPERM 14034
CN606320232, RN112074018
Application No. 14034 for a Water Use Permit
Texas Water Code § 11.042, Requiring Limited Mailed Notice
Unnamed tributary of Post Oak Point Creek, Brazos River Basin
Austin County

The application was received on October 30, 2024, and partial fees were received on November 6, 2024. Additional information and fees were received on January 24, 2025, and February 3, 2025, respectively. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on February 6, 2025. Notice to interjacent water right holders of record in the Brazos River Basin is required pursuant to Title 30 Texas Administrative Code (TAC) § 295.161(b). Notice to the Public Interest Council and the Texas Parks and Wildlife Department is also required pursuant to Title 30 TAC § 295.161(c).

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

Hal E. Bailey, Jr.

Hal E. Bailey, Jr., Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

OCC Mailed Notice Required ☒ **YES** ☐ **NO**

Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 6, 2025

Mr. Trey Nesloney
Eichelbaum Wardell Hansen Powell & Munoz, P.C.
4201 West Parmer Lane, Suite A-100
Austin, Texas 78727-4110

VIA E-MAIL

RE: Mondo Gardens, Inc.
WRPERM 14034
CN606320232, RN112074018
Application No. 14034 for a Water Use Permit
Texas Water Code § 11.042, Requiring Limited Mailed Notice
Unnamed tributary of Post Oak Point Creek, Brazos River Basin
Austin County

Dear Mr. Nesloney:

This acknowledges receipt, on January 24, 2025, of additional information, and on February 3, 2025, of additional fees in the amount of \$0.94 (Receipt No. M553244, copy attached).

The application was declared administratively complete and filed with the Office of the Chief Clerk on February 6, 2025. 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 hal.bailey@tceq.texas.gov or by telephone at (512) 239-4615.

Sincerely,

Hal E. Bailey, Jr.

Hal E. Bailey, Jr., Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Attachment



05-FEB-25 03:54 PM

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	M553243	50448		BS00114036	05-FEB-25	-\$100.00
	WUP	123703	020525	N	D5802095		
WATER USE PERMITS		NORTH	RHDAVIS	CK			
		MULESHOE					
		DAIRY LLC					
	WUP	M553244			BS00114036	05-FEB-25	-\$.94
	WUP	14034	020525	N	D5802095		
WATER USE PERMITS		EICHELBAUM	RHDAVIS	CK			
		WARDELL					
Total (Fee Code) :							-\$100.94

RECEIVED

FEB 06 2025

Water Availability Division

Hal Bailey

From: Trey Nesloney [REDACTED]
Sent: Wednesday, January 29, 2025 4:45 PM
To: Hal Bailey
Subject: RE: Mondo Gardens, Inc. d/b/a Thomas Turfgrass- Water Rights Permitting Application
Attachments: 2025.01.23 TCEQ Notice of Enforcement Ltr.pdf

Mr. Bailey,

My client recently received this in the mail from TCEQ Enforcement. Is there anything I can do to expedite our application? Are we administratively complete after the last RFI response? I want the TCEQ Enforcement Division to know we are making progress and doing everything we can to obtain a bed and banks authorization.

Trey Nesloney

Shareholder

Eichelbaum Wardell

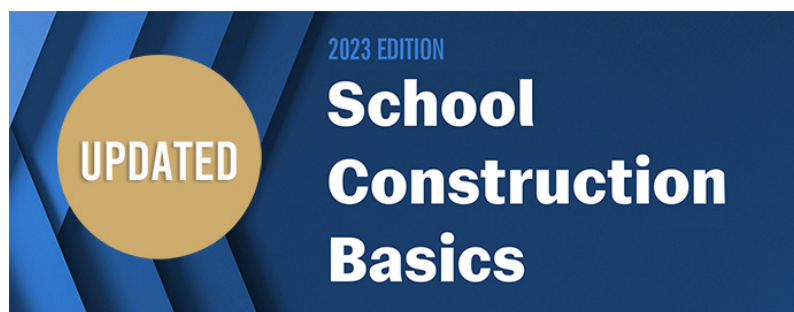
Hansen Powell & Muñoz, P.C.

4201 West Parmer Lane, Suite A-100 | Austin, TX 78727

P (512) 476-9944 | F (512) 472-2599

[website](#) | [email](#) | [map](#)

CONFIDENTIALITY: This email message is intended only for the personal and confidential use of the designated recipient(s). This message may be an attorney-client communication, and as such is privileged and confidential. If the reader of this message is not an intended recipient, any review, use, dissemination, forwarding, or copying of this message is strictly prohibited. Please notify us immediately by reply-email or telephone and delete the original message and all attachments from your system. Thank you.



Brooke Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 23, 2025

CERTIFIED MAIL 7020 1810 0000 2805 6279
RETURN RECEIPT REQUESTED

Mondo Gardens, Inc, dba Thomas Turfgrass
Mr. Emory Thomas, Owner
5906 FM 109
New Ulm, TX 78950-5049

Re: Notice of Enforcement for Compliance Evaluation Investigation at:
WRWM BWM Brazos River Thomas Turfgrass,
Regulated Entity No.: 111920195
Customer No.: 606320232

Dear Mr. Thomas,

On June 5, 2017, January 18, 2024, and September 23, 2024, Water Specialist (WS) Guy Falzarano of the Texas Commission on Environmental Quality (TCEQ) Brazos Watermaster Program conducted on site investigations of the above-referenced regulated entity to evaluate compliance with applicable requirements for surface water rights. During this investigation, a certain outstanding alleged violation was documented. Enclosed is a summary which lists the investigation findings and recommended corrective actions. Additional recommended corrective actions may be provided by the Enforcement Division.

In the listing of the alleged violation, we have cited applicable requirements, including TCEQ rules. Please note that both the rules themselves and the agency brochure *entitled Obtaining TCEQ Rules* (GI 032) are located on our agency website at <http://www.tceq.texas.gov> for your reference. If you would like a hard copy of this brochure mailed to you, you may call and request one from either the Brazos Watermaster Program at 254-761-3006 or the Central Office Publications Ordering Team at 512-239-0028.

One or more of the violations documented during the subject investigation includes unauthorized activity and you are hereby advised that continued operation is not authorized.

Please be advised that the Legislature has granted enforcement powers to the TCEQ to carry out its mission to protect human health and the environment. Due to the apparent seriousness of the alleged violation, formal enforcement action has been initiated, and additional violations may be cited upon further review. We encourage you to immediately begin taking actions to address the outstanding alleged violation.

Mr. Emory Thomas
January 23, 2025
Page 2

In responding with prompt corrective action, the administrative penalty to be assessed may be limited.

The Commission recognizes that the great majority of the regulated community wants to prevent pollution and to comply with environmental laws. We dedicate considerable resources toward making voluntary compliance achievable. But where compliance has not been met it is our duty to protect the public and the environment by enforcing the state's environmental laws, regulations, and permits.

If you believe the violation documented in this notice has been cited in error, **and** you have additional information that we are unaware of, you may request a meeting to discuss this enforcement matter. To request a meeting, send a letter describing the additional information to the address shown below.

Manager, Water Section
Enforcement Division, MC 219
Re: Enforcement Meeting Request
Texas Commission on Environmental Quality
P.O. Box 13087 Austin, Texas 78711-3087

If you have any questions, please feel free to contact Mr. Falzarano in the Brazos Watermaster Program at (979) 264-8392.

Sincerely,



Molly Mohler, Brazos Watermaster Program
Water Availability Division
Texas Commission on Environmental Quality

MM/agf

Enclosure: Summary of Investigation Findings

cc: Trey Nesloney, Attorney for Mondo Gardens, Inc
Jose Davila, Manager, Watermaster Section

WRWM BWM BRAZOS RIVER THOMAS TURFGRASS

Investigation # 2015663

Investigation Date: 09/23/2024

, AUSTIN COUNTY,

Additional ID(s):

**OUTSTANDING ALLEGED VIOLATION(S)
ASSOCIATED TO A NOTICE OF ENFORCEMENT**

Track No: 901621

Compliance Due Date: To Be Determined

2B TWC Chapter 11.081

2B TWC Chapter 11.121

30 TAC Chapter 297.11

Alleged Violation:

Investigation: 2015663

Comment Date: 12/31/2024

TWC §11.081 UNLAWFUL USE OF STATE WATER. No person may willfully take, divert, or appropriate any state water for any purpose without first complying with all applicable requirements of this chapter.

TWC §11.121 PERMIT REQUIRED. Except as provided in Sections 11.1405, 11.142, 11.1421, 11.1422, and 18.003, no person may appropriate any state water or begin construction of any work designed for the storage, taking, or diversion of water without first obtaining a permit from the commission to make the appropriation.

30 TAC §297.11 General Authorization to Divert, Store or Use State Water, Texas Water Code, §11.121. Except as provided under Texas Water Code §§11.142, 11.1421 and 11.1422, no person may divert, store, impound, take or use water or begin construction of any work designed for the storage, taking, or diversion of water without first obtaining a water right. Such authorization may be with or without a term, on an annual or seasonal basis, or on a temporary or emergency basis as provided by this chapter.

Recommended Corrective Action: Cease pumping until proper authorization is obtained.

BY:
JAN 27 2025
RECEIVED

BY:
JAN 27 2025
RECEIVED

Hal Bailey

From: Karen M. Coker <[REDACTED]>
Sent: Friday, January 24, 2025 2:34 PM
To: Hal Bailey
Cc: Trey Nesloney
Subject: Mondo Gardens, Inc. dba Thomas Turfgrass- Response to Request for Information
Attachments: 2025-01-24 Thomas ltr to TCEQ RFI Response w encl.pdf

Good afternoon Mr. Bailey,

Attached please find Mr. Nesloney's response to your request for information submitted on behalf of Mondo Gardens, Inc., which was also sent to you via regular mail today.

Please let us know if you have any questions or need any additional information.

Thank you,

Karen M. Coker

Paralegal

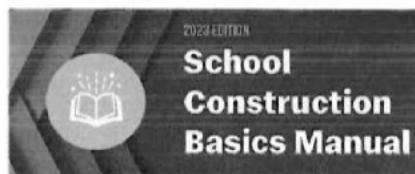
Eichelbaum Wardell

Hansen Powell & Muñoz, P.C.

4201 West Parmer Lane, Suite A-100 | Austin, TX 78727

P (512) 476-9944 | F (512) 472-2599

website | email | map





EICHELBAUM WARDELL
HANSEN POWELL & MUÑOZ, P.C.

4201 West Parmer Lane, Suite A-100, Austin, Texas 78727

P: (512) 476-9944 | F: (512) 472-2599

(800) 488-9045 | www.edlaw.com

Trey H. Nesloney
Shareholder

January 24, 2025

Via First Class Mail & Email: hal.bailey@tceq.texas.gov

Hal E. Bailey, Jr., Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Re: Response to Request for Information
Mondo Gardens, Inc.
WRPERM 14034
CN606320232, RN112074018
Application No. 14034 for a Water Use Permit
Texas Water Code § 11.042, Requiring Limited Mailed Notice
Unnamed tributary of Post Oak Point Creek, Brazos River Basin
Austin County

Dear Mr. Bailey:

This correspondence is in response to your request for information dated January 21, 2025, regarding Mondo Gardens, Inc.'s Application No. 14034 for a Bed and Banks Authorization from the Texas Commission on Environmental Quality ("TCEQ"). Attached to this letter, Mondo Gardens, Inc. has provided a completed *Public Involvement Plan Form for Permit and Registration Applications* (TCEQ-20960) and check no. [REDACTED] for \$0.94 for the fees due as calculated by the TCEQ staff.

Thank you for your time regarding this matter. Let me know if TCEQ has any questions or needs any other information in order to process and review the application.



EICHELBAUM WARDELL
HANSEN POWELL & MUÑOZ, P.C.

Sincerely,

EICHELBAUM WARDELL
HANSEN POWELL & MUÑOZ, P.C.

By Trey Nesloney
Trey H. Nesloney
[Redacted]

Enclosures



Texas Commission on Environmental Quality

Public Involvement Plan Form for Permit and Registration Applications

The Public Involvement Plan is intended to provide applicants and the agency with information about how public outreach will be accomplished for certain types of applications in certain geographical areas of the state. It is intended to apply to new activities; major changes at existing plants, facilities, and processes; and to activities which are likely to have significant interest from the public. This preliminary screening is designed to identify applications that will benefit from an initial assessment of the need for enhanced public outreach.

All applicable sections of this form should be completed and submitted with the permit or registration application. For instructions on how to complete this form, see TCEQ-20960-inst.

Section 1. Preliminary Screening

- ☒ New Permit or Registration Application
☐ New Activity - modification, registration, amendment, facility, etc. (see instructions)

If neither of the above boxes are checked, completion of the form is not required and does not need to be submitted.

Section 2. Secondary Screening

- ☒ Requires public notice,
☐ Considered to have significant public interest, and
☐ Located within any of the following geographical locations:

- Austin
- Dallas
- Fort Worth
- Houston
- San Antonio
- West Texas
- Texas Panhandle
- Along the Texas/Mexico Border
- Other geographical locations should be decided on a case-by-case basis

**If all the above boxes are not checked, a Public Involvement Plan is not necessary.
Stop after Section 2 and submit the form.**

- ☒ Public Involvement Plan not applicable to this application. Provide **brief** explanation.

This bed and banks application is not considered to have significant public interest. It does not involve an industry which typically has significant public interest and it is not located in any of the geographic areas listed above.

Section 3. Application Information

Type of Application (check all that apply):

Air ☐ Initial ☐ Federal ☐ Amendment ☐ Standard Permit ☐ Title V
Waste ☐ Municipal Solid Waste ☐ Industrial and Hazardous Waste ☐ Scrap Tire
☐ Radioactive Material Licensing ☐ Underground Injection Control

Water Quality

- ☐ Texas Pollutant Discharge Elimination System (TPDES)
 - ☐ Texas Land Application Permit (TLAP)
 - ☐ State Only Concentrated Animal Feeding Operation (CAFO)
 - ☐ Water Treatment Plant Residuals Disposal Permit
- ☐ Class B Biosolids Land Application Permit
- ☐ Domestic Septage Land Application Registration

Water Rights New Permit

- ☐ New Appropriation of Water
- ☐ New or existing reservoir

Amendment to an Existing Water Right

- ☐ Add a New Appropriation of Water
- ☐ Add a New or Existing Reservoir
- ☐ Major Amendment that could affect other water rights or the environment

Section 4. Plain Language Summary

Provide a brief description of planned activities.

Section 5. Community and Demographic Information

Community information can be found using EPA's EJ Screen, U.S. Census Bureau information, or generally available demographic tools.

Information gathered in this section can assist with the determination of whether alternative language notice is necessary. Please provide the following information.

(City)

(County)

(Census Tract)

Please indicate which of these three is the level used for gathering the following information.

☐

City

☐

County

☐

Census Tract

(a) Percent of people over 25 years of age who at least graduated from high school

(b) Per capita income for population near the specified location

(c) Percent of minority population and percent of population by race within the specified location

(d) Percent of Linguistically Isolated Households by language within the specified location

(e) Languages commonly spoken in area by percentage

(f) Community and/or Stakeholder Groups

(g) Historic public interest or involvement

Section 6. Planned Public Outreach Activities

(a) Is this application subject to the public participation requirements of Title 30 Texas Administrative Code (30 TAC) Chapter 39?

☐ Yes ☐ No

(b) If yes, do you intend at this time to provide public outreach other than what is required by rule?

☐ Yes ☐ No

If Yes, please describe.

If you answered "yes" that this application is subject to 30 TAC Chapter 39, answering the remaining questions in Section 6 is not required.

(c) Will you provide notice of this application in alternative languages?

☐ Yes ☐ No

Please refer to Section 5. If more than 5% of the population potentially affected by your application is Limited English Proficient, then you are required to provide notice in the alternative language.

If yes, how will you provide notice in alternative languages?

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

(d) Is there an opportunity for some type of public meeting, including after notice?

☐ Yes ☐ No

(e) If a public meeting is held, will a translator be provided if requested?

☐ Yes ☐ No

(f) Hard copies of the application will be available at the following (check all that apply):

- ☐ TCEQ Regional Office ☐ TCEQ Central Office
- ☐ Public Place (specify)

Section 7. Voluntary Submittal

For applicants voluntarily providing this Public Involvement Plan, who are not subject to formal public participation requirements.

Will you provide notice of this application, including notice in alternative languages?

☐ Yes ☐ No

What types of notice will be provided?

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

Hal Bailey

From: Hal Bailey
Sent: Tuesday, January 21, 2025 11:15 AM
To: Trey Nesloney
Cc: Humberto Galvan; Chris Kozlowski
Subject: Mondo Gardens, Inc. Application No. 14034 Request For Information (RFI)
Attachments: Mondo_Gardens_Inc._14034_RFI_01.21.2025.pdf

Good morning Mr. Nesloney,

Please find the attached RFI for application no. 14034. Response due date is 02/20/2025.

If you have any questions, please feel free to contact me.

Thank you,

Hal E. Bailey, Jr.
Natural Resources Specialist IV
Water Rights Permitting Team
Water Rights Permitting and Availability Section
Phone: 512-239-4615

Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 21, 2025

Mr. Trey Nesloney
Eichelbaum Wardell Hansen Powell & Munoz, P.C.
4201 West Parmer Lane, Suite A-100
Austin, Texas 78727-4110

VIA E-MAIL

RE: Mondo Gardens, Inc.
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Texas Water Code § 11.042, Requiring Limited Mailed Notice
Unnamed tributary of Post Oak Point Creek, Brazos River Basin
Austin County

Dear Mr. Nesloney:

This acknowledges receipt, on October 30, 2024, of the referenced application, and on November 6, 2024, of partial fees in the amount of \$112.50 (Receipt No. M543632, copy attached).

Before the application can be declared administratively complete, remit fees in the amount of **\$0.94** as described below. Please make checks payable to the TCEQ or Texas Commission on Environmental Quality.

Filing Fee (Bed and Banks)	\$ 100.00
Recording Fee	\$ 12.50
Notice Fee (TPWD)	\$ 0.94
Total Fees	\$ 113.44
Fees Received	\$ 112.50
Fees Due	\$ 0.94

Please provide the requested fees by February 20, 2025, or the application may be returned pursuant to Title 30 Texas Administrative Code § 281.18.

Prior to the completion of technical review, provide a completed *Public Involvement Plan Form for Permit and Registration Applications* (TCEQ-20960), copy attached.

If you have any questions concerning this matter, please contact me via email at hal.bailey@tceq.texas.gov or by telephone at (512) 239-4615.

Sincerely,

Hal E. Bailey, Jr.

Hal E. Bailey, Jr., Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Attachments



06-NOV-24 10:59 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	M543632	[REDACTED]		BS00112017	06-NOV-24	-\$112.50
	WUP		110624	N	D5800700		
	WATER USE PERMITS	EICHELBAUM WARDELL HANSEN POWELL & MUNOZ PC	RHDAVIS	CK			
Total (Fee Code):							-\$112.50

RECEIVED
NOV 08 2024
Water Availability Division

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Texas Commission on Environmental Quality

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Hal Bailey

From: Karen M. Coker [REDACTED]
Sent: Wednesday, October 30, 2024 4:30 PM
To: WRPT
Cc: Hal Bailey; Chris Kozlowski; Trey Nesloney
Subject: Mondo Gardens, Inc. d/b/a Thomas Turfgrass- Water Rights Permitting Application
Attachments: Water Rights Permitting Application combined- FINAL1.pdf

Good afternoon,

Please see attached the combined Water Rights Permitting Application and Technical Information Report submitted on behalf of Mondo Gardens, Inc. d/b/a Thomas Turfgrass. Due to its size, I have also included a link below in case you have difficulties accessing the attachment.

Here's the attachment as a link for your review:

[Water Rights Permitting Application combined- FINAL1.pdf](#)

A hard copy was also hand delivered today. Please let us know if you have any questions or difficulties accessing the documents.

Thank you,

Karen M. Coker

Paralegal

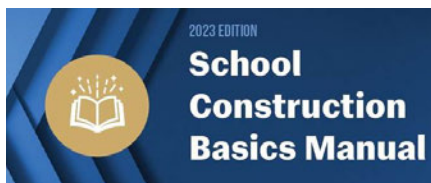
Eichelbaum Wardell

Hansen Powell & Muñoz, P.C.

4201 West Parmer Lane, Suite A-100 | Austin, TX 78727

P (512) 476-9944 | F (512) 472-2599

[website](#) | [email](#) | [map](#)



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): Mondo Gardens, Inc.

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).

RECEIVED

OCT 30 2024

Water Availability Division

Y/N

Y Administrative Information Report

N Additional Co-Applicant Information

N Additional Co-Applicant Signature Pages

Y Written Evidence of Signature Authority

Y Technical Information Report

Y USGS Map (or equivalent)

Y Map Showing Project Details

N Original Photographs

N Water Availability Analysis

Y Worksheet 1.0

Y Recorded Deeds for Irrigated Land

Y Consent for Irrigated Land

N Worksheet 1.1

N Addendum to Worksheet 1.1

N Worksheet 1.2

Y Worksheet 2.0

N Additional W.S. 2.0 for Each Reservoir

N Dam Safety Documents

N Notice(s) to Governing Bodies

Y Recorded Deeds for Inundated Land

Y Consent for Inundated Land

Y/N

Y Worksheet 3.0

Y Additional W.S. 3.0 for each Point

Y Recorded Deeds for Diversion Points

N Consent for Diversion Access

Y Worksheet 4.0

N TPDES Permit(s)

N WWTP Discharge Data

Y Groundwater Well Permit

N Signed Water Supply Contract

Y Worksheet 4.1

Y Worksheet 5.0

N Addendum to Worksheet 5.0

Y Worksheet 6.0

N Water Conservation Plan(s)

N Drought Contingency Plan(s)

N Documentation of Adoption

N Worksheet 7.0

N Accounting Plan

Y Worksheet 8.0

Y Fees

Y 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."

Applicant is seeking authorization under Section 11.042(c) of the Texas Water Code to discharge and subsequently divert its own privately owned groundwater from two discharge/diversion reaches from a watercourse located on property the applicant controls evidenced by deeds and/or valid leases. See Exhibit B. No state water will be diverted pursuant to Applicant's operations. Applicant intends to discharge groundwater from four wells into the watercourse within the reaches, and subsequently divert the water from those reaches at a higher rate (minus any losses) for Agricultural/Irrigation purposes to water turfgrass. The impoundments located within these reaches were originally constructed for domestic & livestock purposes.

Attachment 1 includes the Certificate of Formation for Mondo Gardens, Inc. evidencing that Emory Thomas (as President and Sole Director) is authorized to sign this application. Please note that "Thomas Turfgrass" is the dba for Mondo Gardens, Inc. Any exhibits that note or state Thomas Turfgrass are referring to the Applicant Mondo Gardens, Inc.

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?

Mondo Gardens, Inc.

(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 : _____ (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: Emory Thomas

Title: President

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

See Attachment 1

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: Mondo Gardens, Inc.

Mailing Address: 3931 County Road 154

City: Wharton State: Texas ZIP Code: 77488

Indicate an X next to the type of Applicant:

☐ Individual

☐ Sole Proprietorship-D.B.A.

☐ Partnership

☒ Corporation

☐ Trust

☐ Estate

☐ Federal Government

☐ State Government

☐ County Government

☐ City Government

☐ Other Government

☐ Other _____

For Corporations or Limited Partnerships, provide:

State Franchise Tax ID Number: 1760639413 SOS Charter (filing) Number: 157777100

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: Trey Nesloney

Title: Attorney

Organization Name: Eichelbaum Wardell Hansen Powell & Munoz P.C.

Mailing Address: 4201 West Parmer Lane, Suite A-100

City: Austin State: Texas ZIP Code: 78727

Phone Number: 512-476-9944

Fax Number: 512-472-2599

E-mail Address: [REDACTED]

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_REP/SurveyStatus_PriorThreeYears
Applicant has submitted all required TWDB surveys of groundwater and surface water?
Yes / No Yes

6. SIGNATURE PAGE (Instructions, Page. 11)

Applicant:

I, Emory Thomas

President of Mondo Gardens, Inc.

(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: _____

(Use blue ink)

Date: _____

10/30/24

Subscribed and Sworn to before me by the said

on this 30th day of October, 20 24.

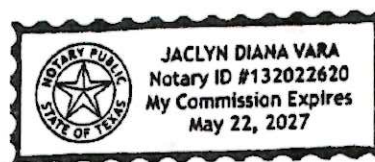
My commission expires on the 22nd day of May, 20 27.

Notary Public

Jaclyn Va

County, Texas

[SEAL]



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

Form 414
(Revised 09/13)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



**Restated Certificate of
Formation
With New Amendments**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

JAN 18 2022

Corporations Section

Entity Information

The name of the filing entity is:

MONDO GARDENS, INC.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|--|---|
| <input checked="" type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 0157777100

The date of formation of the filing entity is: 04/07/2000

Statement of Approval

Each new amendment has been made in accordance with the provisions of the Texas Business Organizations Code. The amendments to the certificate of formation and the restated certificate of formation have been approved in the manner required by the Code and by the governing documents of the entity.

Required Statements

The restated certificate of formation, which is attached to this form, accurately states the text of the certificate of formation being restated and each amendment to the certificate of formation being restated that is in effect, and as further amended by the restated certificate of formation. The attached restated certificate of formation does not contain any other change in the certificate of formation being restated except for the information permitted to be omitted by the provisions of the Texas Business Organizations Code applicable to the filing entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

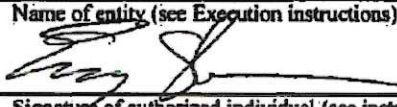
Execution

The undersigned affirms that the person designated as registered agent in the restated certificate of formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: January 10, 2022

MONDO GARDENS, INC.

Name of entity (see Execution instructions)



Signature of authorized individual (see instructions)

EMORY THOMAS, President

Printed or typed name of authorized individual

Attach the text of the amended and restated certificate of formation to the completed statement form. Identify the attachment as "Restated Certificate of Formation of [Name of Entity]."

RESTATED CERTIFICATE OF FORMATION OF

MONDO GARDENS, INC.

A For-Profit Corporation

This restated certificate of formation is submitted for filing pursuant to the applicable provisions of the Texas Business Organizations Code.

ARTICLE ONE

The name and type of the filing entity are: MONDO GARDENS, INC., a Texas for-profit corporation (hereinafter "Corporation").

ARTICLE TWO

The period of the Corporation is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is the transaction of any and all lawful business for which a corporation may be incorporated under the Texas Business Organizations Code.

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have the authority to issue is One Million (1,000,000) shares of which Ten Thousand (10,000) shares shall be Class A Voting Shares and Nine Hundred Ninety Thousand (990,000) shares shall be Class B Non-Voting Shares. The shares shall have no par value.

ARTICLE FIVE

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of [REDACTED] consisting of money, labor done, or property actually received.

ARTICLE SIX

The street address of its initial Registered Office, and the name of its initial Registered Agent at this address, is as follows:

John M. Merck
207 West Jackson
El Campo, Texas 77437

ARTICLE SEVEN


The number of initial Directors is one. The name and address of the initial director is:

Emory Thomas
3931 Old Caney Road
Wharton, Texas 77488

ARTICLE EIGHT

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: January 10, 2022


A handwritten signature in black ink, appearing to read 'Emory Thomas', is written over a horizontal line. Below the line, the name 'EMORY THOMAS' is printed in bold, uppercase letters.

EMORY THOMAS

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: 10/10/24

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 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 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 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 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 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 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 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 Y

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”:

Not required for bed and banks applications involving privately-owned groundwater pursuant to Section 11.042(c) of the Texas Water Code. The state and regional water plans generally do not address every possible change in individual water rights. The application is consistent with the 2021 Region H Water Plan and the 2022 State Water Plan because there is nothing in the plans that conflict with the application.

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

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>
225 af/y (Reach 1)	Privately-Owned Groundwater from Evangeline Aquifer	Agricultural/Irrigation Use	130.272 Acres in Austin County
240 af/y (Reach 2)	Privately-Owned Groundwater from Evangeline Aquifer	Agricultural/Irrigation Use	130.272 Acres in Austin County

465 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 130.272 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 130.272 acres in Austin County, TX.
- ii) Location of land to be irrigated: In the Bryant-Dottery League A-32 Original Survey No. 5405, Abstract No. 066657.

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.

See Exhibit B - Documentation Supporting Applicant's Right to Use Land

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:
- 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.
 - 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.

- Submit Worksheet 1.1, Interbasin Transfers, for any request to change the place of use which moves State Water to another river basin.
- See Worksheet 1.2, Marshall Criteria, and submit if required.
- 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.*

See Exhibit B - Documentation Supporting Applicant's right to use land

- 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_____

See Exhibit A - Maps

WORKSHEET 3.0

DIVERSION REACH NO. 1 (UPSTREAM LIMIT) 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. 1
2. ☒ Upstream Limit of Diversion Reach No. 1
3. ☐ Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion from **this reach** 1.114 cfs (cubic feet per second)
or 500 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N Y
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* 2.228 cfs or 1000 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 type="checkbox"/>	Directly from stream	
<input checked="" type="checkbox"/>	From an on-channel reservoir	Existing
<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 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): Unnamed Tributary of Post Oak Point Creek
- b. Zip Code: 78950
- c. Location of point: In the Bryant Dottery League A-32 Original Survey No. 5405, Abstract No. 000001, Austin 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 29.947117 'N, Longitude 96.489209 '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): Google Maps
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15.
See Exhibit A - Maps
- 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 3.0

DIVERSION REACH NO. 1 (DOWNSTREAM LIMIT) 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
2. ☐ Upstream Limit of Diversion Reach No.
3. ☒ Downstream Limit of Diversion Reach No. 1

b. Maximum Rate of Diversion from **this reach** 1.114 cfs (cubic feet per second)
or 500 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N Y
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* 2.228 cfs or 1000 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 type="checkbox"/>	Directly from stream	
<input checked="" type="checkbox"/>	From an on-channel reservoir	Existing
<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 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): Unnamed Tributary of Post Oak Point Creek
- b. Zip Code: 78950
- c. Location of point: In the Bryant Dottery League A-32 Original Survey No. 5405, Abstract No. 000001, Austin 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 29.947504 °N, Longitude 96.488523 °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): Google Maps
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15.
See Exhibit A - Maps
- 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 3.0

DIVERSION REACH NO. 2 (UPSTREAM LIMIT) 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. 3
2. ☒ Upstream Limit of Diversion Reach No. 2
3. ☐ Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** 1.114 cfs (cubic feet per second)
or 500 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N Y
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* 2.228 cfs or 1000 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 type="checkbox"/>	Directly from stream	
<input checked="" type="checkbox"/>	From an on-channel reservoir	Existing
<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 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): Unnamed Tributary of Post Oak Point Creek
- b. Zip Code: 78950
- c. Location of point: In the Bryant Dottery League A-32 Original Survey No. 5405, Abstract No. 000001, Austin 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 29.945874 °N, Longitude 96.485132 °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): Google Maps
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15.
See Exhibit A - Maps
- 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 3.0

DIVERSION REACH NO. 2 (DOWNSTREAM LIMIT) 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
2. ☐ Upstream Limit of Diversion Reach No.
3. ☒ Downstream Limit of Diversion Reach No. 2

b. Maximum Rate of Diversion for **this new point** 1.114 cfs (cubic feet per second)
or 500 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N Y
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* 2.228 cfs or 1000 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 type="checkbox"/>	Directly from stream	
<input checked="" type="checkbox"/>	From an on-channel reservoir	Existing
<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 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): Unnamed Tributary of Post Oak Point Creek
- b. Zip Code: 78950
- c. Location of point: In the Bryant Dottery League A-32 Original Survey No. 5405, Abstract No. 000001, Austin 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 29.946932 'N, Longitude 96.484415 '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): Google Maps
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15.
See Exhibit A - Maps
- 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.

Reach No. 1 (Upstream Limit)

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 Agricultural/Irrigation Use.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses Exhibit C (% or amount) and explain the method of calculation: See Exhibit C - Loss Calculations
-
- c. Is the source of the discharged water return flows? Y / N 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 Y If yes, provide the following information:
1. Source aquifer(s) from which water will be pumped: Evangeline Aquifer
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.
PVC Pipe; groundwater wells 1 and 2 will discharge into Reach No. 1; See Exhibit D
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.
See Exhibit D - Groundwater Well Authorization Documents
- dii. Is the source of the water being discharged a surface water supply contract? Y / N N
If yes, provide the signed contract(s).
- diii. Identify any other source of the water N/A

Reach No. 1 (Upstream Limit)
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 within reach is 225 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 0.456742 cfs or 205 gpm.
- c. Name of Watercourse as shown on Official USGS maps: Unnamed Tributary of Post Oak Point Creek
- d. Zip Code 78950
- e. Location of point: In the Bryant Dottery League A-32 Original Survey No. 5405, Abstract No. 066657, Austin County, Texas.
- f. Point is at:
Latitude 29.947117 °N, Longitude 96.489209 °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): Google Maps

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

See Exhibit A - Maps

Reach No. 1 (Downstream Limit)

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 Agricultural/Irrigation Use.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses Exhibit C (% or amount) and explain the method of calculation: See Exhibit C - Loss Calculations
- c. Is the source of the discharged water return flows? Y / N 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 Y If yes, provide the following information:
1. Source aquifer(s) from which water will be pumped: Evangeline Aquifer
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/gwdbrrpt.asp>. Additionally, provide well numbers or identifiers_____.
3. Indicate how the groundwater will be conveyed to the stream or reservoir.
PVC Pipe; groundwater wells 1 and 2 will discharge into Reach No. 1; See Exhibit D
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.
See Exhibit D - Groundwater Well Authorization Documents
- di. Is the source of the water being discharged a surface water supply contract? Y / N N
If yes, provide the signed contract(s).
- dii. Identify any other source of the water N/A

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 225 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 0.456742 cfs or 205 gpm.
- c. Name of Watercourse as shown on Official USGS maps: Unnamed Tributary of Post Oak Point Creek
- d. Zip Code 78950
- e. Location of point: In the Bryant Dottery League A-32 Original Survey No. 5405, Abstract No. 066657, Austin County, Texas.
- f. Point is at:
Latitude 29.947504 °N, Longitude 96.488523 °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): Google Maps

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

See Exhibit A - Maps

Reach No. 2 (Upstream Limit)

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 Agricultural/Irrigation Use.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses Exhibit C (% or amount) and explain the method of calculation: See Exhibit C - Loss Calculations
- c. Is the source of the discharged water return flows? Y / N^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 Y If yes, provide the following information:
1. Source aquifer(s) from which water will be pumped: Evangeline Aquifer
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.
PVC Pipe; groundwater wells 3 and 4 will discharge into Reach No. 2; See Exhibit D
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.
See Exhibit D - Groundwater Well Authorization Documents
- di. Is the source of the water being discharged a surface water supply contract? Y / N N
If yes, provide the signed contract(s).
- dii. Identify any other source of the water N/A

Reach No. 2 (Upstream Limit)
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 240 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 0.534722 cfs or 240 gpm.
- c. Name of Watercourse as shown on Official USGS maps: Unnamed Tributary of Post Oak Point Creek
- d. Zip Code 78950
- e. Location of point: In the Bryant Dottery League A-32 Original Survey No. 5405, Abstract No. 066657, Austin County, Texas.
- f. Point is at:
Latitude 29.945874 °N, Longitude 96.485132 °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): Google Maps

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

See Exhibit A - Maps

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 Agricultural/Irrigation Use.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses Exhibit C (% or amount) and explain the method of calculation: See Exhibit C - Loss Calculations

- c. Is the source of the discharged water return flows? Y / N 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 Y If yes, provide the following information:

1. Source aquifer(s) from which water will be pumped: Evangeline Aquifer
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.

PVC Pipe; groundwater wells 3 and 4 will discharge into Reach No. 2; See Exhibit D

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.
See Exhibit D - Groundwater Well Authorization Documents

- di. Is the source of the water being discharged a surface water supply contract? Y / N N
If yes, provide the signed contract(s).

- dii. Identify any other source of the water N/A

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 240 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 0.534722 cfs or 240 gpm.
- c. Name of Watercourse as shown on Official USGS maps: Unnamed Tributary of Post Oak Point Creek
- d. Zip Code 78950
- e. Location of point: In the Bryant Dottery League A-32 Original Survey No. 5405, Abstract No. 066657, Austin County, Texas.
- f. Point is at:
Latitude 29.946932 °N, Longitude 96.484415 °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): Google Maps

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

See Exhibit A - Maps

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.**

Applicant currently has screens on all pump suction lines (max flow velocity 500 gpm from each reach), and Applicant will take reasonable measures to avoid impingement and entrainment of aquatic organisms for any/all diversion structures.

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 unpastured 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.

See Exhibit E - Alternative Source/Water Quality Information

b. For all alternate source applications:

- i. If the alternate source is treated return flows, provide the TPDES permit number N/A
- 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			See Exhibit E for Water Quality Info.		
pH, standard units					
Temperature*, degrees Celsius			See Exhibit D for Temperature Info.		

* 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 See Exhibit D and the name of the aquifer from which water is withdrawn See Exhibit D.

The proposed bed and banks application will not affect the flows remaining in the stream to meet instream uses and freshwater inflow requirements. The application only requests to discharge and subsequently divert privately owned groundwater. The amount of water diverted will not exceed the amount of water discharged, less losses, therefore there should be no changes to downstream instream flows or freshwater inflows.

WORKSHEET 6.0

Water Conservation/Drought Contingency Plans

N/A; Applicant Using Privately-Owned Groundwater on Private Property

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 8.0 CALCULATION OF FEES

This worksheet is for calculating required application fees. Applications are not Administratively Complete until all required fees are received. **Instructions, Page. 34**

1. NEW APPROPRIATION

	Description	Amount (\$)
Filing Fee	Circle fee correlating to the total amount of water* requested for any new appropriation and/or impoundment. Amount should match total on Worksheet 1, Section 1. Enter corresponding fee under Amount (\$) . <u>In Acre-Feet</u> a. Less than 100 \$100.00 b. 100 - 5,000 \$250.00 c. 5,001 - 10,000 \$500.00 d. 10,001 - 250,000 \$1,000.00 e. More than 250,000 \$2,000.00	
Recording Fee		\$25.00
Agriculture Use Fee	<i>Only for those with an Irrigation Use.</i> Multiply 50¢ x _____ Number of acres that will be irrigated with State Water. **	
Use Fee	<i>Required for all Use Types, excluding Irrigation Use.</i> Multiply \$1.00 x _____ Maximum annual diversion of State Water in acre-feet. **	
Recreational Storage Fee	<i>Only for those with Recreational Storage.</i> Multiply \$1.00 x _____ acre-feet of in-place Recreational Use State Water to be stored at normal max operating level.	
Storage Fee	<i>Only for those with Storage, excluding Recreational Storage.</i> Multiply 50¢ x _____ acre-feet of State Water to be stored at normal max operating level.	
Mailed Notice	Cost of mailed notice to all water rights in the basin. Contact Staff to determine the amount (512) 239-4600.	
TOTAL		\$

2. AMENDMENT OR SEVER AND COMBINE

	Description	Amount (\$)
Filing Fee	Amendment: \$100 OR Sever and Combine: \$100 x _____ of water rights to combine	
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$

3. BED AND BANKS

	Description	Amount (\$)
Filing Fee		\$100.00
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	TBD
TOTAL INCLUDED		\$ 112.50

EXHIBIT A - MAPS

REACH 1

Downstream Limit Reach 1
Latitude: 29.947504
Longitude: -96.488523

Upper Limit Reach 1
Latitude: 29.947117
Longitude: -96.489209

Google

REACH 2

Downstream Limit Reach 2

Latitude: 29.946932

Longitude: -96.484415



Upper Limit Reach 2

Latitude: 29.945874

Longitude: -96.485132



Google

**EXHIBIT B –
DOCUMENTATION
SUPPORTING
APPLICANT’S RIGHT
TO USE LAND**

BAC
23(4)

066657

36217/23
For Ponds 1 + 2

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

Warranty Deed with Vendor's Lien

Date: November¹⁵, 2006

Grantors: HAROLD BEAN and BERNICE BEAN

Grantors' Mailing Address: P. O. Box 1, New Ulm, Texas 78950

Grantee: EMORY THOMAS

Grantee's Mailing Address: 3931 CR 154, Wharton, Texas 77488

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration cash in hand paid to Grantors and a promissory note of even date executed by Grantee and payable to the order of Grantors, in the principal amount of \$475,000.00. The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Wayne Warnock, Trustee, which provides for partial releases of the liens as therein set forth.

Property (including any improvements thereon):

80.304 acres of land, more or less, out of the Bryant Dottery (Daughtery) League, A-32, Austin County, Texas, according to survey dated March 3, 2006, by Glen Alexander, RPLS No. 4194, and as described in Trustee's Deed to Bernice Bean, et vir, Harold Bean, filed April 14, 1987, recorded in Volume 561, Page 464, Official Records of Austin County, Texas, and being more particularly described by metes and bounds attached hereto as "Exhibit A". For a period of 10 years after the date hereof, Grantee herein is also granted a right of first refusal to purchase the remainder of Grantors now existing and adjoining property and/or the balance of Grantors now existing mineral and royalty interests in the herein described property at a price to be agreed upon by Grantee and Grantors.

Reservation from Conveyance:

Grantors convey hereby 50% of the minerals and royalties owned by Grantors and 100% of Grantors' rights of ingress and egress and rights to explore and develop the mineral estate in and from the surface of the Property.

Exceptions to Conveyance and Warranty:

(a.) Right of Way Easement by Bernice Bean and Harold Bean to Industry Telephone Company dated February 28, 2000, recorded in File No. 003879, Official Records of Austin

County, Texas.

(b.) Fence line encroachment as shown on survey dated March 3, 2006, by Glen S. Alexander, RPLS No. 4194.

(c.) Electric line and electric with service drop according to the survey dated March 3, 2006, by Glen S. Alexander, RPLS No. 4194.

(d.) Visible and apparent easements on or across property herein described.

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

The vendor's lien against and superior title to the Property are retained for the benefit of Grantors until said note described is fully paid according to its terms, at which time this deed will become absolute.



HAROLD BEAN


BERNICE BEAN

THE STATE OF TEXAS

COUNTY OF AUSTIN

This instrument was acknowledged before me on Nov 15th, 2006, by HAROLD BEAN and BERNICE BEAN.


Notary Public
State of Texas



**ALEXANDER SURVEYING
LAND SURVEYORS**

HAROLD & BERNICE BEAN

80.304 ACRES

ALL THAT TRACT OR PARCEL OF LAND consisting of 80.304 Acres located in the Bryant Dottery League, A-32, Austin County, Texas. Subject tract being a portion of the called 130.00 Acre tract that is described in a Trustee's Deed to Bernice Bean, et vir, Harold Bean as recorded in Volume 561, Page 464 of the Official Records of Austin County, Texas. Said tract consisting of 80.304 Acres, of which 0.152 Acres are located between the existing Deed Line and the existing fence line and said 80.304 Acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at a fence corner post in the East Right-of-way of F. M. Highway 109 and being the Westerly corner of the 130.00 Acre tract as mentioned above and the Westerly corner of the herein described tract;

THENCE N 43d 00' 00" E, with the common line with a 1.794 Acre tract belonging to David Franklin Graham, et al as described in Volume 772, Page 143 O.R.A.C.T. and File# 041951 O.R.A.C.T. and generally with an existing fence line, a distance of 1944.02 ft. (Called N 43d 00' E, 1944.02 ft.) to a point at an existing fence corner post (found iron pipe destroyed) and being the West corner of the called 2.502 Acre tract described in a Deed to David Franklin Graham, et ux as recorded in Volume 772, Page 143 O.R.A.C.T. and being an angle point in the herein described tract;

THENCE N 73d 19' 29" E, with the common line with said 2.502 Acre adjoining tract and generally with an existing fence line, a distance of 644.40 ft. (Called N 73d 13' 41" E, 643.12 ft.) to a 1/2" iron rod set in the common Deed Line with the called 28.34 Acre tract described in a Deed to David Franklin Graham, et ux as recorded in Volume 772, Page 143 O.R.A.C.T. and being the Northeasterly or North corner of the herein described tract;

THENCE S 27d 09' 08" E, with the common Deed Line with the 28.34 Acre adjoining tract and with a line, which is not with the existing fence line (the existing fence line bows into our subject tract), a distance of 1277.46 ft. (Called S 26d 45' 12" E, 1223.46 ft.; S 27d 39' 18" E, 421.07 ft.; S 27d 43' 49" E, 335.58 ft. and S 27d 47' 11" E, 278.87 ft.) to a

March 3, 2006
W.O.# 5405

Exhibit A



**ALEXANDER SURVEYING
LAND SURVEYORS**

HAROLD & BERNICE BEAN

80.304 ACRES (continued)

point for corner for the North corner of a 49.968 Acre tract that has been surveyed and described this day, for the East corner of the herein described tract. From said point, an axle found at the edge of the brush for the South corner of the 28.34 Acre adjoining tract, brs. S 27d 09' 08" E, 95.56 ft.;

THENCE S 47d 06' 47" W, passing at 9.22 ft. a 1/2" iron rod set in the existing fence line between the Graham Tract and the Bean Tract and continuing with a line, which is not fenced, a total distance of 2211.49 ft. (No Call) to a 1/2" iron rod set for an "L" corner in the 49.968 Acre adjoining tract, for the South corner of the herein described tract;

THENCE N 47d 05' 50" W, with a line, which is 70.00 ft. Northeast of and parallel with the Southeast line of the Bean Tract, a distance of 1256.67 ft. (No Call) to a 1/2" iron rod set in the East Right-of-way of F. M. Highway 109 (100' R.O.W.) and being an angle point in the herein described tract;

THENCE N 04d 42' 22" E, with the East Right-of-way of F. M. Highway 109, a distance of 180.16 ft. (Called Brg. N 04d 44' 55" E) to the **PLACE OF BEGINNING** and containing 80.304 Acres, of which 0.152 Acres are between the existing Deed Line and existing fence line.

NOTES: Bearings shown hereon are based upon the Called Bearing of N 43d 00' 00" E, used in the description of the 130.00 Acre tract recorded in Volume 561, Page 464 O.R.A.C.T.

Reference is hereby made to plat, showing the subject tract, prepared this day.

March 3, 2006
W.O.# 5405

Glen S. Alexander
Registered Professional Land Surveyor, #4194



Page 2 of 2

FILED

06 NOV 16 PM 2: 16

COUNTY CLERK
AUSTIN COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF AUSTIN

I certify that this instrument was filed on the date and time stamped by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS.


Carrie Greger, County Clerk
Austin County, Texas

Exhibit A

066657

4

For Pond 3

43520
70

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

DEED OF TRUST

Date: AUGUST 7, 2019

Grantor: TRACI L. CLAUGHTON (f/k/a Traci L. Schroller and f/k/a Traci Schroller) and spouse, JAMES A. CLAUGHTON

Grantor's Mailing Address (including County):

5888 FM 109, New Ulm, Austin County, Texas 78950

Trustee: JIM E. KRUSE

Trustee's Mailing Address (including county):

P. O. Box 606, Brenham, Washington County, Texas 77834-0606

Beneficiary: BANK OF BRENHAM, N. A.

Beneficiary's Mailing Address (including county):

P. O. Box 606, Brenham, Washington County, Texas 77834-0606

Note:

Date: AUGUST 7, 2019

Amount: \$460,500.00

Maker: TRACI L. CLAUGHTON and spouse, JAMES A. CLAUGHTON

Payee: BANK OF BRENHAM, N. A.

Final Maturity Date: AUGUST 7, 2026

Terms of Payment: as therein provided

Property (including any improvements):

All that certain 49.968 acres located in the Bryant Dottery League, A-32, Austin County, Texas, being a portion of the called 130.00 acre tract that is described in a Trustee's Deed to Bernice Bean, et vir, Harold Bean, as recorded in Volume 561, Page 464, Official Records of Austin County, Texas, and being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Prior Lien(s) (including recording information):

NONE

Other Exceptions to Conveyance and Warranty:

Validly existing easements and rights-of-way, whether of record or not but which are visible and apparent on the ground; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property, together with and also including all exceptions to title set forth in that certain policy of title insurance covering the Property herein described as issued by Bellville Abstract Company contemporaneously herewith.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. Keep the property in good repair and condition;
2. Pay all taxes and assessments on the property when due;
3. Preserve the lien's priority as it is established in this deed of trust;
4. Maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - e. provides flood insurance at any time the property is in a flood hazard area; and
 - f. contains such other coverage as Beneficiary may reasonably require;
5. Comply at all times with the requirements of the 80% coinsurance clause;
6. Deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. Keep any buildings occupied as required by the insurance policy; and
8. If this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument and defaults continue, after Beneficiary gives Grantors notice of the default and the time within which it must be cured, as may be required by law or written agreement, then Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. Sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. From the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceedings under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor

is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term "note" includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
13. Grantor represents that this deed of trust and the note are given for the following purposes:


Purpose Clause:

- (1) The note secured hereby renews and extends the balance on a prior note in the original principal sum of \$450,000.00, which is dated July 25, 2014, executed by TRACI L. SCHROLLER and husband, KIP L. SCHROLLER payable to the order of HAROLD BEAN and wife, BERNICE BEAN, secured by a deed of trust of even date therewith executed by TRACI L. SCHROLLER and KIP L. SCHROLLER to DORA ANN GOSTECNIK, Trustee for the benefit of HAROLD BEAN and wife, BERNICE BEAN, recorded under Clerk's File No. 143218, Official Records of Austin County, Texas; and being additionally secured by a vendor's lien retained in Deed of even date therewith executed by HAROLD BEAN and wife, BERNICE BEAN to TRACI L. SCHROLLER and KIP L. SCHROLLER, recorded under Clerk's File No. 143217, Official Records of Austin County, Texas. Deed of Trust to Secure Assumption dated March 22, 2017 from TRACI SCHROLLER to RONALD B. COLLINS, Trustee for the benefit of KIP SCHROLLER, recorded under Clerk's File No. 171608, Official Records of Austin County, Texas. Grantor acknowledges that the liens securing the prior note are valid, that they subsist against the property, and that by this instrument they are renewed and extended in full force until the note is paid. Said note and liens having been transferred by instrument of even date herewith to BANK OF BRENHAM, N.A., to be recorded in the Official Records of Austin County, Texas.
- (2) The note secured hereby renews and extends the balance on a prior note in the original principal sum of \$85,000.00, which is dated October 14, 2015, executed by TRACI L. SCHROLLER and KIP L. SCHROLLER payable to the order of BANK OF BRENHAM,

N.A., secured by a deed of trust of even date therewith executed by TRACI L. SCHROLLER and KIP L. SCHROLLER to LEE R. GASKAMP, JR., Trustee for the benefit of BANK OF BRENHAM, N.A., recorded under Clerk's File No. 155096, Official Records of Austin County, Texas. Deed of Trust to Secure Assumption dated March 22, 2017 from TRACI SCHROLLER to RONALD B. COLLINS, Trustee for the benefit of KIP SCHROLLER, recorded under Clerk's File No. 171608, Official Records of Austin County, Texas. Grantor acknowledges that the liens securing the prior note are valid, that they subsist against the property, and that by this instrument they are renewed and extended in full force until the note is paid.

FOR ADDITIONAL PROVISIONS SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES PERTINENT.


TRACI L. CLAUGHTON


JAMES A. CLAUGHTON

ACKNOWLEDGMENT

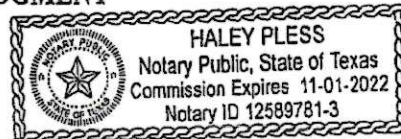
STATE OF TEXAS

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COUNTY OF AUSTIN

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This instrument was acknowledged before me on the 11th day of August, 2019, by TRACI L. CLAUGHTON and JAMES A. CLAUGHTON.


NOTARY PUBLIC, STATE OF TEXAS

Loan origination organization: Bank of Brenham, N.A.
NMLS ID 463318
Loan originator: Gary Allen Crocker
NMLS ID 506860

Exhibit A

49.968 ACRES

ALL THAT TRACT OR PARCEL OF LAND consisting of 49.968 Acres located in the Bryant Dottery League, A-32, Austin County, Texas. Subject tract being a portion of the called 130.00 Acre tract that is described in a Trustee's Deed to Bernice Bean, et vir, Harold Bean as recorded in Volume 561, Page 464 of the Official Records of Austin County, Texas. Said tract consisting of 49.968 Acres, of which 0.127 Acres are located between the existing Deed Line and the existing fence line and said 49.968 Acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod set at a fence corner post in the East Right-of-way of F. M. Highway 109 (100 ft. R.O.W.) and being the Southwesterly or West corner of the 130.00 Acre parent tract and the Southwesterly or West corner of the herein described tract;

THENCE N 04d 42' 22" E, with the East Right-of-way of F. M. Highway 109, a distance of 89.07 ft. (Called Brg. N 04d 44' 55" E) to a 1/2" iron rod set for the lower Southwest corner of an 80.304 Acre tract that has been surveyed and described for Harold & Bernice Bean by a survey performed this day and said rod being an angle point in the North line of the herein described tract;

THENCE S 47d 05' 50" E, with a line, which is 70.00 ft. Northeast of and parallel with the Southwest line of the parent tract, the same being the Southwest line of the herein described tract and with the common line with an 80.304 Acre adjoining tract, a distance of 1256.67 ft. (No Call) to a 1/2" iron rod set for the South corner of the 80.304 Acre tract and being an "L" corner in the herein described tract;

THENCE N 47d 06' 47" E, continuing with the common line with the 80.304 Acre adjoining tract and with a line, which is not fenced, a distance of 2211.49 ft. (No Call) to a point for corner in the common Deed Line with the David Franklin Graham called 28.34 Acre tract as recorded in Volume 772, Page 143 O.R.A.C.T. and being the East corner of the 80.304 Acre adjoining tract, for the North corner of the herein described tract. From said rod, a 1/2" iron rod set in the existing fence line, brs. S 47d 06' 47" W, 9.22 ft.;

49.968 ACRES (continued)

THENCE S 27d 09' 08" E, passing at 95.56 ft. an axle found for the South corner of the 28.34 Acre adjoining tract and being the West corner of the called 72.5 Acre tract described in a Deed to Roy Gross, et ux as recorded in Volume 202, Page 179 D.R.A.C.T. and continuing with a line, which is Northeast of the existing fence line, a total distance of 980.85 ft. (Called S 27d 39' 18" E, 1223.66 ft.; S 27d 39' 18" E, 421.07 ft.; S 27d 43' 49" E, 335.58 ft. and S 27d 47' 11" E, 278.87 ft.) to a 1/2" iron rod found in the Northwest line of the residue of the called 117.6 Acre tract belonging to Gary Louis Gross as recorded in Volume 407, Page 337 Deed Records of Austin County, Texas and being the East corner of the parent tract and the East corner of the herein described tract;

THENCE S 44d 13' 54" W, with the common line with the Gross Tract, mentioned above and the called 12.4 Acre Gross Tract described in Volume 407, Page 337 D.R.A.C.T. and passing at 665.73 ft. a 1/2" iron rod found at a fence corner post, for the West corner of the 12.4 Acre Gross Tract, the same being the North corner of the called 26.974 Acre tract described in a Deed to Kathryn Luedke Baranowski as recorded in File# 014638 O.R.A.C.T. and a projection with the common line with the called 26.974 Acre tract described in a Deed to Wilfred Gross as recorded in Volume 275, Page 576 D.R.A.C.T. and generally with an existing fence line, a total distance of 1941.47 ft. (Called S 44d 13' 19" W, 1019.54 ft.; S 43d 47' 39" W, 310.11 ft. and S 44d 19' 56" W, 612.16 ft.) to a 1/2" iron rod found at a fence corner post and being the East corner of a portion of the called 133.3 Acre tract belonging to Allen Schubert as described in Volume 112, Page 160 D.R.A.C.T. and Volume 143, Page 400 D.R.A.C.T. and being the South corner of the parent tract and the South corner of the herein described tract;

THENCE N 47d 05' 50" W, with the common line with the Schubert Tract and generally with an existing fence line, a distance of 2240.95 ft. (Called N 46d 41' W, 246.72 ft.; N 47d 19' 48" W, 122.62 ft.; N 47d 11' 43" W, 371.92 ft.; N 47d 22' 12" W, 264.54 ft.; N 46d 33' 10" W, 184.23 ft. and N 47d 11' 04" W, 1052.25 ft.) to the **PLACE OF BEGINNING** and containing 49.968 Acres, of which 0.127 Acres are between the existing Deed Line and the existing fence line.

NOTES: Bearings shown hereon are based upon the Called Bearing of N 43d 00' 00" E, used in the description of the 130.00 Acre tract recorded in Volume 561, Page 464 O.R.A.C.T.

EXHIBIT "B" TO DEED OF TRUST

In the event a portion of the indebtedness described herein cannot be lawfully secured by this Deed of Trust under the then applicable laws of the State of Texas on the aforesaid real property, it is agreed by the undersigned that the payments first made on the indebtedness secured hereby shall be applied to the discharge of that portion of said indebtedness which is not enforceable under the laws of the State of Texas in existence at that time.

PROPERTY COVERED HEREBY: Grantor understands and agrees that the property conveyed hereby and the lien created herein includes any and all buildings, improvements, and tenements now or hereafter erected thereon, all plans and specifications for the improvements, all permits, all fixtures, equipment, building materials, appliances, heating and/or air conditioning system, window coverings, floor coverings, exterior landscaping, building supplies, and goods of every nature whatsoever, except furniture, now or hereafter located on and/or affixed to the property, and all replacements, substitutions and additions thereto and all policies of insurance insuring said improvements or any part thereof.

ABSOLUTE ASSIGNMENT OF RENTALS: As part of the consideration for the Note secured hereby and as provided in this Deed of Trust, the undersigned absolutely and unconditionally assign and transfer to the Holder of the Note secured hereby all present and future rents and other income and receipts from the property described herein. Said absolute assignment of rentals as provided for herein shall not be deemed as a credit or payment upon the indebtedness secured by this Deed of Trust, except to the extent such rentals are actually collected by Holder and applied toward the payment of said indebtedness.

PAYMENT OF PROPERTY TAXES: Grantor covenants and agrees to pay, prior to the same becoming delinquent, all ad valorem taxes against the Property which in whole or in part secure payment of the Note hereinabove described and renewed and extended. Grantor further covenants and agrees to provide Beneficiary evidence of timely payment of all ad valorem property taxes. Grantor agrees that the failure to timely pay said ad valorem taxes or to provide Beneficiary satisfactory evidence of payment of said ad valorem property taxes shall constitute a default of the terms and provisions of this Deed of Trust and the Note secured hereby, and Beneficiary may mature the entire principal balance remaining unpaid, and it shall at once become due and payable, together with all interest as shall have then accrued and remaining unpaid thereon, and the liens securing payment of said Note shall be subject to foreclosure. Nothing contained herein shall preclude Beneficiary, in its sole discretion and without any obligation to do so, from advancing payment of such delinquent taxes. If Beneficiary elects to advance payment of such taxes, Grantor covenants and agrees to reimburse Beneficiary the amount so advanced together with interest as had account advanced from date of advancement until paid at the same rate as provided in the Note secured hereby within five days later demand is made upon Grantor for reimbursement of the same. Should Grantor fail to reimburse said sums in accordance herewith, Beneficiary may, at its sole option, institute an independent action for collection of such sums advanced together with recovery of interest accruing thereon, its attorney's fees and costs; or may treat said payment of taxes as an additional advancement of principal to the Grantor under the terms and provisions of the Note

secured hereby and increase the unpaid principal balance of the Note secured hereby in an amount equal to the sum advanced for the payment of taxes, or may accelerate payment of the Note as hereinabove provided and seek recovery of the unpaid balance owing on the Note secured hereby together with such sums advanced or payment of taxes. Grantor covenants and agrees that this Deed of Trust lien shall extend to, cover and secure any advancements made by Beneficiary for payment of taxes together with interest accruing on such sums advanced at the rate hereinabove provided.

FINANCIAL INFORMATION. ACCESS TO PROPERTY AND ADDITIONAL DOCUMENTATION: Grantor covenants and agrees to furnish Beneficiary upon request current financial statements, profit and loss statements, rent rolls, appraisals by qualified and approved appraisers, title opinions and title policies, and such other reports or information as may be requested by or for the benefit of Beneficiary in connection with the Note secured hereby or in the enforcement of any of Beneficiary's rights or remedies hereunder, or both. Grantor further covenants and agrees Beneficiary and any officer, director, representative or employee thereof may enter upon the property at any reasonable time after first providing Grantor written notice of its intent to enter upon said property, for the purpose of conducting inspections upon the property, examining the property, securing an appraisal of the property, taking samples and/or testing for hazardous waste and/or securing a survey for the property. The failure to furnish such items when requested and to bear the expense therefor or the failure to allow Beneficiary or its representatives access to the property shall constitute a default entitling the holder of the Note secured hereby to exercise such rights and remedies as may be provided in this deed of trust, the Note secured hereby and/or as may be provided by law, including without limitation the right to declare the entire balance due and payable and proceed under the remedies provided in this deed of trust.

In the event that any of the documents evidencing and/or securing the note secured hereby mistake or inaccurately reflect the true and correct terms and provisions of said note and the misstatement or inaccuracy is due to a unilateral mistake on the part of Beneficiary, a mutual mistake on the part of Grantor and Beneficiary, or clerical error, then in any such event, Grantor shall upon request by Beneficiary execute corrected original documents as Beneficiary may deem necessary. Grantor's failure to execute any such documents as requested shall constitute a default under the Note and this Deed of Trust securing payment thereof. In the event of Grantor's failure or refusal to execute corrected original documents, Beneficiary shall be entitled to exercise its rights and remedies provided in this Deed of Trust and such other instruments securing payment of said Note, and shall further be entitled to recover from Grantor its reasonable attorney's fees incurred and costs of Court.

INSURANCE: Grantor further agrees to provide Beneficiary fire and extended coverage insurance in an amount not less than the sum of the unpaid balance owing on the Note and covering the property described in this Deed of Trust which serves as security for payment. Said policy of insurance shall reflect the Beneficiary, BANK OF BRENHAM, N. A., as a mortgagee loss payee. All policies of insurance shall provide at least ten days prior written notice of cancellation to Beneficiary. Grantor hereby authorizes and directs that any proceeds due as a result of damage or loss of all or any part of said property shall be tendered directly to Beneficiary. Beneficiary, at Beneficiary's sole option, may elect to apply said insurance proceeds toward payment of the unpaid balance owing on the Note secured hereby without any requirement to apply said proceeds to the

restoration, repaired or replacement of the property damaged. If said insurance proceeds are to be applied to the sums owing Beneficiary and secured by this Deed of Trust as hereinabove provided, said proceeds shall be so applied, whether or not said sums are currently due, with any excess paid to Grantor. Any application of insurance proceeds to payment of principal of the Note secured hereby shall be treated as advance payment of principal as provided in said Note and shall not extend, interrupt or postpone the monthly payments required by the Note secured hereby unless said application of insurance proceeds satisfies said Note in full, both principal and interest. The failure of Grantor to secure such coverage or to provide Beneficiary satisfactory evidence of insurance coverage upon written request shall constitute a default under the terms and provisions of this Deed of Trust and the Note secured hereby, and shall entitle Beneficiary to exercise its rights and remedies provided in this Deed of Trust and such other rights and remedies as may be provided by law.

ALL INCLUSIVE DEBT CLAUSE: Grantor further agrees that this conveyance to the extent permitted by law is also made in trust to secure and enforce the payment of all other indebtedness of the Grantor to Beneficiary presently existing or which may in any manner or means hereafter be incurred by the Grantor of said Note, or each or either of them, and evidenced in any manner whatsoever, either by notes, advances, overdrafts, bookkeeping entries or any other method or means; it being expressly agreed and understood that any and all sums now owed to or hereafter advanced by Beneficiary to the Grantor of said Note shall be payable at BANK OF BRENHAM, N. A., in Washington County, Texas, and shall bear interest as may be provided in such note(s) or other evidences of indebtedness given by the Maker of the said note(s) or other evidences of indebtedness to said Beneficiary; and this instrument is also executed for the purpose of securing and enforcing the payment of any renewal and extension of any note or of any part of the said indebtedness of the Maker of said note, and including any further loans and advancements made by said Beneficiary to the Maker of said Note under the provisions hereof. It is contemplated that Grantor may hereafter become indebted to Beneficiary in further sum or sums. The fact of repayment of all indebtedness of the Maker of said Note to said Beneficiary shall not terminate this mortgage unless the same be so released by said Beneficiary at the request of the Maker of said note, but otherwise it shall remain in full force and effect to secure all future advances and indebtedness, regardless of any additional security that may be taken as to any past or future indebtedness, and shall be unaffected by any renewals, extensions or partial releases hereunder. In no event shall this Deed of Trust secure payment to any installment loan or any open-end line of credit established under Chapter 3, Chapter 4, or Chapter 15 of the Texas Credit Code.

PLEDGE OF DEPOSIT ACCOUNTS: Without prejudice to the rights and remedies provided in this Deed of Trust but to be cumulative thereof, Grantor grants a security interest in Grantor's deposit accounts of any kind or character and any other rights to the payment of money owing Grantor by Beneficiary. Without limitation, Beneficiary shall have the right of set off against any and all accounts of Grantor, as more fully set forth in the Note secured hereby.

USURY SAVINGS CLAUSE: No provision hereof or of the note secured hereby shall ever entitle the holder of the note, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the maximum fixed by the usury statutes of the State of Texas, or any other applicable law, on the principal indebtedness hereby secured and in no event shall Grantor(s) be obligated to

pay interest hereon in excess of such rate. The payment of a prepayment penalty, if any, which may be agreed upon for voluntary prepayment, by the Grantor(s), of the indebtedness evidenced by the note and secured by this Deed of Trust, prior to maturity shall not, under any circumstances be considered to be payment of interest.

COVENANT NOT TO CONVEY PROPERTY WITHOUT APPROVAL OF BANK OR HOLDER OF THE NOTE AND PROVISIONS FOR ACCELERATION IF CONVEYED:


Grantor(s) specially agrees that, should Grantor(s) convey the property herein described in whole or in part without prior approval of the holder, the holder of said note shall have the right and option to declare the entire amount of the indebtedness secured hereby to be due and payable. In order to exercise such right and option, the holder of said note shall give written notice to Grantor(s) and to the party to whom such property was conveyed by Grantor that the entire indebtedness has been declared due and payable and demand payment thereof. The failure to pay the indebtedness so declared to be due in full within forty-five (45) days after the giving of such notice shall constitute an event of default under this Deed of Trust and the Trustee hereunder, shall be, and is hereby authorized and empowered, when requested so to do by the holder of the Note after such default to sell the Property as herein provided. In event that the ownership of the premises covered hereby or any part thereof becomes vested in a person other than the Grantor(s), the holder of the note secured hereby may, without notice to the Grantor(s) deal with such successor or successors in interest with reference to this Deed of Trust and to the debt hereby secured in the same manner as with the Grantor(s) without in any way vitiating or discharging the Grantor(s)' liability hereunder or under the Note hereby secured. No sale of the premises covered hereby and no forbearance on the part of the holder of the said Note and no extension of the time for the payment of debt hereby secured, given by said holder, its successors or assigns, shall operate to release, discharge, modify, change, or affect the original liability of the Grantor(s), either in whole or in part.

LIGNITE, COAL, GRAVEL AND URANIUM LEASES: That at least thirty (30) days before leasing the real property secured by this Deed of Trust for the mining and exploration of lignite, coal, gravel, uranium and for any other purpose that will affect the surface of the real property in any manner, Grantors will give written notice to the Bank, by certified mail, return receipt requested, at the Bank's address, of Grantor's intention to lease the real property. Grantor agrees that the Bank must approve in writing the execution of all leases as mentioned above, and that Grantor will not execute a lease without giving notice to the Bank and obtaining the written approval of the Bank as mentioned above. Any failure to comply with this covenant constitutes a default entitling the Bank to declare the entire balance due and payable and proceed under the remedies of this Deed of Trust.

ENVIRONMENTAL INDEMNITY/HAZARDOUS WASTE: Borrower (and Guarantors, if any) represents, warrants and acknowledges that : (1) At the time it submitted its loan application it was and shall continue to be in compliance with all local, state, and federal laws and regulations pertaining to hazardous substances; (2) Borrower has no knowledge of any contamination from hazardous substances of any real or personal property pledged as collateral for this loan which is in violation of any such laws and regulations; (3) Borrower assumes full responsibility for all costs incurred in any cleanup involving hazardous substances, environmental audits and tests, and agrees to indemnify Lender against payment of any such costs, including but not limited to all legal fees,

and further agrees to execute a separate indemnification agreement if demanded by Lender; (4) Until full repayment of the loan, Borrower shall promptly notify Lender if it knows, suspects or believes there may be a hazardous substance in or around the real property securing this loan or if Borrower and/or such property are subject to any investigation by any Governmental agency pertaining to any hazardous substance.

Grantor (a) shall not commit waste or permit impairment or deterioration of the property or allow any portion thereof to be torn down or removed from the premises or materially altered without the prior written consent of the Beneficiary, (b) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the property, (c) shall generally operate and maintain the property in a manner to insure maximum rentals for profits, if said property is leased, (d) shall not permit the property to be used for surface or subsurface storage or disposal of liquid or solid hazardous waste, and (e) shall not permit the construction or erection of surface or subsurface petroleum storage tanks thereon, without the prior written consent of Beneficiary. Beneficiary shall at all reasonable times, have access to the property for the purpose of inspecting the same and/or testing the same for conditions of hazardous waste.


TRACI L. CLAUGHTON


JAMES A. CLAUGHTON

Instrument # 193573
8/14/2019 11:09 AM

STATE OF TEXAS COUNTY OF AUSTIN
I certify that this instrument was filed on the
date and time stamped by me and was recorded in the
Official Public Records of Austin County, Texas.

Currie Grason, County Clerk
Austin County, Texas

L:\erum\7216-19

By: 

For Ponds 3

3/34

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

ASSUMPTION SPECIAL WARRANTY DEED

Grantor: KIP SCHROLLER

Grantor's Mailing Address:

505 Cypress Station Drive
Houston, Texas 77090
Harris County, Texas

Grantee: TRACI SCHROLLER

Grantee's Mailing Address:

5888 FM 109
New Ulm, Texas 78950
Austin County, Texas

Consideration:

1. The division of property in Cause No. 2016L-6666, styled "In the Matter of the Marriage of Traci Schroller and Kip Schroller and in the Interest of L.M.S. and G.A.S., children," entered in the County Court at Law of Austin County, Texas, and Ten (\$10.00) Dollars and other valuable consideration paid by Grantee. Grantor assigns to Grantee the casualty insurance policy on the property, all utility deposits for utility service at the property, and all funds held in escrow for the payment of taxes and insurance premiums;
2. The assumption and payment by Grantee of the balance due of an indebtedness in the original principal sum of \$450,000.00 evidence by a promissory note executed by Grantor and Grantee dated July 25, 2014 due and payable to the order of HAROLD & BERNICE BEAN in accordance with the terms and interest rate as stipulated therein and providing for the usual acceleration of maturity and attorney's fee clauses as more fully described and set out in a Warranty Deed with Vendor's Lien Instrument Number 143217 of the Official Records of Austin County, Texas;

3. The assumption and payment by Grantee of the balance due of an secured note executed by Grantor and Grantee in the original principal sum of \$85,000.00 evidence by a fixed rate note dated October 14, 2015 payable to the order of BANK OF BRENHAM, N.A. in accordance with the terms and interest rate as stipulated therein and providing for the usual acceleration of maturity and attorney's fee clauses, and

Property (including any improvements):

49.968 acres located in the Bryant Dottery League, A-32, Austin County, Texas. Subject tract being a portion of the called 130.00 acre tract that is described in a Trustee's Deed to Bernice Bean, et vir, Harold Bean as recorded in Volume 561, Page 464, Official Records of Austin County, Texas, of which 0.127 acres are located between the existing Deed Line and the existing fence line; Said Property being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: None

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, regulations and ordinances, oil, gas and other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, 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 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 conveyance and warranty. Stay, through and under Grantor, but not otherwise.

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

ACCEPTED:

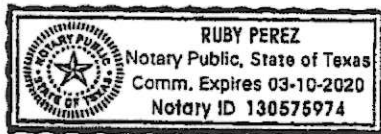
TRACY SCHOLLER

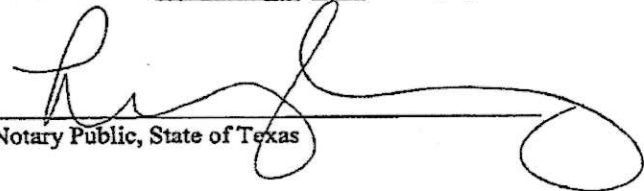
KIP SCHOLLER

STATE OF TEXAS)

COUNTY OF Harris)

This instrument was acknowledged before me on March 17, 2017, by KIP SCHROLLER.






Notary Public, State of Texas

STATE OF TEXAS)

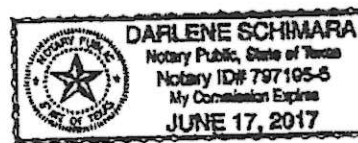
COUNTY OF Austin)
~~WILKINSON~~

This instrument was acknowledged before me on March 22, 2017, by TRACI SCHROLLER.



Notary Public, State of Texas

PREPARED IN & RETURN TO THE OFFICE OF:
RONALD B. COLLINS
Duckett, Bouligay & Collins, LLP
207 W. Jackson
P.O. Box 1567
El Campo, TX 77437
Tel: (979) 543-6845
Fax: (979) 543-9516



Instrument # 171607
4/5/2017 9:41 AM

STATE OF TEXAS) COUNTY OF AUSTIN
I certify that this instrument was filed on the
date and time stamped by me and was recorded in the
Official Public Records of Austin County, Texas.

Carrie Gregor, County Clerk
Austin County, Texas

By: 

COPY

AGRICULTURAL AND COMMERCIAL BUILDING LEASE

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

This agreement of lease made and entered into effective as of the 18th day of August, 2014, by and between **KIP SCHROLLER and wife, TRACI LYNN SCHROLLER**, hereinafter called LESSOR, and **MONDO GARDENS, INC. d/b/a THOMAS TURFGRASS**, hereinafter called LESSEE.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, LESSOR does hereby demise and lease to LESSEE, and LESSEE does hereby lease from LESSOR, the Premises in Austin County, Texas, being further referred to as "leased premises" and being more particularly described as follows:

49.968 acres located in the Bryant Dottery League, A-32, Austin County, Texas. Subject tract being a portion of the called 130.00 acre tract that is described in a Trustee's Deed to Bernice Bean, et vir, Harold Bean as recorded in Volume 561, Page 464, Official Records of Austin County, Texas, of which 0.127 acres are located between the existing Deed Line and the existing fence line; Said Property being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

TERM

(1) The term of this lease shall commence upon execution of this Agreement and shall terminate on August 17, 2024, unless sooner terminated as herein provided. This Lease shall be automatically renewed each year for an additional year without action by either party. Such automatic renewal shall not take place if either party gives written notice to the other party of non-renewal on or before ninety (90) days prior to the end of the lease term for that particular year.

RENT

(2) The LESSEE shall pay monthly to the LESSOR the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) for the grass farm land (including pasture and barns) during the term of said lease. The first of which lease payments shall be due and payable on or before August 18, 2014, and monthly thereafter on the 18th day of each month during the remaining term of this lease. Said rental shall be promptly paid to LESSOR at 5888 FM 109, New Ulm, Texas 78950. In regards to additional rental fees throughout the term of the lease, LESSEE shall use its discretion to pay for repairs, maintenance, property taxes, insurance, and other expenses relating to the leased premises.

LANDLORD'S LIEN

(3) LESSEE hereby grants LESSOR a security interest in the form of a landlord's lien, to secure the payment of all rent that may become due from LESSEE to LESSOR under this lease, on all crops grown on the leased premises and all proceeds from their sale.

MACHINERY, EQUIPMENT AND LABOR

(4) LESSEE shall furnish all machinery, equipment, labor and expenses for land preparation, discing, planting of seed, cultivation, harvesting crops, shredding, and any other activity that may be reasonably required to properly plant, raise and harvest the crop farmed by LESSEE. LESSEE agrees and covenants to cultivate the Farm during the term hereof in a timely, efficient, and economic manner and to employ all modern methods of farming as are customarily practiced in the area. LESSEE shall control all noxious weeds (including Johnson grass) and substantially keep the crop land free of such weeds.

REPAIRS AND CONDITION ON SURRENDER

(5) LESSEE agrees to surrender the Farm at the end of the term hereof in the same condition as originally leased hereunder, reasonable wear and tear and damage or destruction by act of God excepted. All alterations, additions, or improvements made by LESSEE shall become the property of LESSOR upon the termination of this lease, unless the same shall have been removed by LESSEE within sixty (60) days after termination of this agreement.

USE BY LESSEE

(6) LESSEE shall use the leased premises only for the production of the agricultural products described herein, and for no other purpose. LESSEE shall only use any barn or other structure on the premises as a Business Office and for storage of equipment and supplies.

RIGHT TO ENTER

(7) LESSOR or its authorized representative shall have the right, at any reasonable time, to enter on the premises for the purposes of making any repairs, alterations, or improvements, as it shall deem necessary or advisable, and for the Purpose of inspection and observation of production activities. Further, nothing herein shall restrict LESSOR or LESSOR'S Agents, employees, representatives or invitees from using any roadway or path of ingress or egress in, on or across the leased premises.

NO PARTNERSHIP

(8) This lease shall not give rise to a Partnership relation between the parties hereto. Neither party shall have the authority to bind the other without his written consent.

COMPLIANCE WITH LAWS

(9) LESSEE shall comply with all other State and Federal laws, rules, regulations, and programs. LESSEE shall not cause or contribute to erosion, the presence of noxious weeds, and waste on the premises.

OIL AND GAS ACTIVITIES

(10) LESSOR shall have the exclusive right and authority to execute leases for the exploration of oil and gas on and under the leased premises, and to grant rights of use of portions of the surface of the leased premises for drilling and production purposes to the exclusion of LESSEE therefrom. Upon exercise of the aforementioned right, LESSOR agrees that such grants shall be limited to that part of the surface estate as is reasonably necessary for the purpose of ingress and egress for drilling and production purposes, and the granting of easements for placement of pipelines on the leased premises. In so far as practicable, any activities in accordance with this provision, shall be exercised so as not to interfere with or cause damage to any standing crop. If any such activities should substantially interfere with or cause damage to a standing crop or hay meadow, then LESSOR shall cooperate with LESSEE to recover LESSEE's damage from the oil and gas operator causing such damage.

Seismic payments shall belong to LESSOR except such portion which represents actual loss by LESSEE. LESSEE shall not interfere in any seismic activity approved by LESSOR.

INDEMNIFICATION

(11) LESSOR agrees and covenants to indemnify and hold LESSEE harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the LESSOR'S use of the leased premises, or from any negligent act or omission by LESSOR, their agents, servants, employees, contractors, guests, or invitees on or about the leased premises (excluding this LESSEE). In the event that any action or proceeding is brought against LESSEE by reason of any of the above, LESSOR further agrees and covenants to defend the action or proceeding by legal counsel acceptable to LESSEE.

LESSEE agrees and covenants to indemnify and hold LESSOR harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of LESSEE'S business or his use of the leased premises, or from any negligent act or omission by LESSEE, his agents, servants, employees, contractors, guests, or invitees on or about the leased premises. In the event that any action or proceeding is brought against LESSOR by reason of any of the above, LESSEE further agrees and covenants to defend the action or proceeding by legal counsel acceptable to LESSOR.

NO ASSIGNMENT OR SUBLEASE

(12) LESSEE may not assign this lease nor sublease any portion of the Farm leased hereunder without the prior written consent of LESSOR.

BREACH

(13) If LESSOR or LESSEE fails to carry out any provision of this lease, the other party, after first requesting correction of the default within ten (10) days, shall have the right to terminate this lease on 30 days' written notice to the offending party of his intention to do so. LESSOR or LESSEE shall also have the right to communicate the breach to the offending Party in an effort to resolve such breach prior to termination. The right to verbally communicate the breach shall in no way affect the written notice of breach provision. Nothing contained herein constitutes a waiver of the right of either party to damages occasioned by breach of this lease.

MEDIATION

(14) LESSOR and LESSEE agree to negotiate in good faith in an effort to resolve any dispute related to this lease that may arise between the LESSOR and LESSEE. If the dispute cannot be resolved by negotiation within three (3) business days from the date of the dispute, the dispute shall be submitted to mediation before resorting to litigation or declaring this lease breached or terminated. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services equally. Both LESSOR and LESSEE agree to be reasonable and make a good faith effort to resolve all disputed matters between themselves and to further enter into any mediation with the intent to equitably resolve the dispute. Mediation must be complete within twenty-one (21) days of the date of the dispute and failing such, without further agreement of the parties, either party may enforce the other provisions of this lease. It is understood and agreed that mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who would help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

ENTIRE AGREEMENT-AMENDMENT

(15) This lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

REMOVAL OF PROPERTY

(16) LESSEE agrees to remove all supplies, equipment, and other personal property from the premises, within thirty (30) days of the termination of this Lease. Any property not removed within this thirty (30) day period shall become the property of LESSOR.

RETURN OF POSSESSION

(17) Upon the termination of this Lease, possession of the premises shall be peaceably delivered over to LESSOR, and LESSEE shall immediately vacate said premises.

BINDING LEASE

(18) This agreement is binding upon the undersigned, their heirs, executors, and assigns.

EFFECT

(19) If any provision of this Lease is found to be void or unenforceable, the remaining provisions shall remain effective.

NOTICE

(20) All notice under this Lease shall be mailed to the parties by Certified Mail, Return Receipt Requested, at the following addresses:

Kip and Traci Lynn Schroller
5888 FM 109
New Ulm, Texas 78950

Mondo Gardens, Inc. d/b/a
Thomas Turfgrass
3931 CR 154
Wharton, Texas 77488

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE hereto executed this lease, effective as of the day and year first above written.

LESSOR:



KIP SCHROLLER



TRACI LYNN SCHROLLER

LESSEE:

MONDO GARDENS, INC. d/b/a
THOMAS TURFGRASS

By: 

EMORY THOMAS, President

HAROLD & BERNICE BEAN**Exhibit A****49.968 ACRES**

ALL THAT TRACT OR PARCEL OF LAND consisting of 49.968 Acres located in the Bryant Dottery League, A-32, Austin County, Texas. Subject tract being a portion of the called 130.00 Acre tract that is described in a Trustee's Deed to Bernice Bean, et vir, Harold Bean as recorded in Volume 561, Page 464 of the Official Records of Austin County, Texas. Said tract consisting of 49.968 Acres, of which 0.127 Acres are located between the existing Deed Line and the existing fence line and said 49.968 Acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod set at a fence corner post in the East Right-of-way of F. M. Highway 109 (100 ft. R.O.W.) and being the Southwesterly or West corner of the 130.00 Acre parent tract and the Southwesterly or West corner of the herein described tract;

THENCE N 04d 42' 22" E, with the East Right-of-way of F. M. Highway 109, a distance of 89.07 ft. (Called Brg. N 04d 44' 55" E) to a 1/2" iron rod set for the lower Southwest corner of an 80.304 Acre tract that has been surveyed and described for Harold & Bernice Bean by a survey performed this day and said rod being an angle point in the North line of the herein described tract;

THENCE S 47d 05' 50" E, with a line, which is 70.00 ft. Northeast of and parallel with the Southwest line of the parent tract, the same being the Southwest line of the herein described tract and with the common line with an 80.304 Acre adjoining tract, a distance of 1256.67 ft. (No Call) to a 1/2" iron rod set for the South corner of the 80.304 Acre tract and being an "L" corner in the herein described tract;

THENCE N 47d 06' 47" E, continuing with the common line with the 80.304 Acre adjoining tract and with a line, which is not fenced, a distance of 2211.49 ft. (No Call) to a point for corner in the common Deed Line with the David Franklin Graham called 28.34 Acre tract as recorded in Volume 772, Page 143 O.R.A.C.T. and being the East corner of the 80.304 Acre adjoining tract, for the North corner of the herein described tract. From said rod, a 1/2" iron rod set in the existing fence line, brs. S 47d 06' 47" W, 9.22 ft.;

HAROLD & BERNICE BEAN**49.968 ACRES (continued)**

THENCE S 27d 09' 08" E, passing at 95.56 ft. an axle found for the South corner of the 28.34 Acre adjoining tract and being the West corner of the called 72.5 Acre tract described in a Deed to Roy Gross, et ux as recorded in Volume 202, Page 179 D.R.A.C.T. and continuing with a line, which is Northeast of the existing fence line, a total distance of 980.85 ft. (Called S 27d 39' 18" E, 1223.66 ft.; S 27d 39' 18" E, 421.07 ft.; S 27d 43' 49" E, 335.58 ft. and S 27d 47' 11" E, 278.87 ft.) to a 1/2" iron rod found in the Northwest line of the residue of the called 117.6 Acre tract belonging to Gary Louis Gross as recorded in Volume 407, Page 337 Deed Records of Austin County, Texas and being the East corner of the parent tract and the East corner of the herein described tract;

THENCE S 44d 13' 54" W, with the common line with the Gross Tract, mentioned above and the called 12.4 Acre Gross Tract described in Volume 407, Page 337 D.R.A.C.T. and passing at 665.73 ft. a 1/2" iron rod found at a fence corner post, for the West corner of the 12.4 Acre Gross Tract, the same being the North corner of the called 26.974 Acre tract described in a Deed to Kathryn Luedke Baranowski as recorded in File# 014638 O.R.A.C.T. and a projection with the common line with the called 26.974 Acre tract described in a Deed to Wilfred Gross as recorded in Volume 275, Page 576 D.R.A.C.T. and generally with an existing fence line, a total distance of 1941.47 ft. (Called S 44d 13' 19" W, 1019.54 ft.; S 43d 47' 39" W, 310.11 ft. and S 44d 19' 56" W, 612.16 ft.) to a 1/2" iron rod found at a fence corner post and being the East corner of a portion of the called 133.3 Acre tract belonging to Allen Schubert as described in Volume 112, Page 160 D.R.A.C.T. and Volume 143, Page 400 D.R.A.C.T. and being the South corner of the parent tract and the South corner of the herein described tract;

THENCE N 47d 05' 50" W, with the common line with the Schubert Tract and generally with an existing fence line, a distance of 2240.95 ft. (Called N 46d 41' W, 246.72 ft.; N 47d 19' 48" W, 122.62 ft.; N 47d 11' 43" W, 371.92 ft.; N 47d 22' 12" W, 264.54 ft.; N 46d 33' 10" W, 184.23 ft. and N 47d 11' 04" W, 1052.25 ft.) to the **PLACE OF BEGINNING** and containing 49.968 Acres, of which 0.127 Acres are between the existing Deed Line and the existing fence line.

NOTES: Bearings shown hereon are based upon the Called Bearing of N 43d 00' 00" E, used in the description of the 130.00 Acre tract recorded in Volume 561, Page 464 O.R.A.C.T.

Fox Pond 1

AGRICULTURAL AND COMMERCIAL BUILDING LEASE

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

This agreement of lease made and entered into effective as of the 1ST day of January, 2014, by and between **T&S 2000 FAMILY LIMITED PARTNERSHIP**, a Texas limited partnership, hereinafter called LESSOR, and **MONDO GARDENS, INC. d/b/a THOMAS TURFGRASS**, hereinafter called LESSEE.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, LESSOR does hereby demise and lease to LESSEE, and LESSEE does hereby lease from LESSOR, the Premises in Austin County, Texas, hereinafter called "the New Ulm Farm", being further referred to as "leased premises" and being more particularly described as follows:

New Ulm Farm (Austin County, Texas)

80.304 acres of land, more or less, out of the Bryant Dottery (Daughtery) League, A-32, Austin County, Texas, according to survey dated March 3, 2006, by Glen Alexander, RPLS No. 4194, and as described in Trustee's Deed to Bernice Bean, et vir, Harold Bean, filed April 14, 1987, recorded in Volume 561, Page 464, Official Records of Austin County, Texas, and being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

TERM

(1) The term of this lease shall commence upon execution of this Agreement and shall terminate on January 1, 2024, unless sooner terminated as herein provided. This Lease shall be automatically renewed each year for an additional year without action by either party. Such automatic renewal shall not take place if either party gives written notice to the other party of non-renewal on or before ninety (90) days prior to the end of the lease term for that particular year.

RENT

(2) The LESSEE shall pay monthly to the LESSOR the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) for the New Ulm farm land (including pasture and barns) during the term of said lease. The first of which lease payments shall be due and payable on or before January 1, 2014, and monthly thereafter on the 1st day of each month during the remaining term of this lease. Said rental shall be promptly paid to LESSOR at 3931 CR 154, Wharton, Texas 77488. As additional rental fees

MACHINERY, EQUIPMENT AND LABOR

(4) LESSEE shall furnish all machinery, equipment, labor and expenses for land preparation, discing, planting of seed, cultivation, harvesting crops, shredding, and any other activity that may be reasonably required to properly plant, raise and harvest the crop farmed by LESSEE. LESSEE agrees and covenants to cultivate the Farm during the term hereof in a timely, efficient, and economic manner and to employ all modern methods of farming as are customarily practiced in the area. LESSEE shall control all noxious weeds (including Johnson grass) and substantially keep the crop land free of such weeds.

REPAIRS AND CONDITION ON SURRENDER

(5) LESSEE agrees to surrender the Farm at the end of the term hereof in the same condition as originally leased hereunder, reasonable wear and tear and damage or destruction by act of God excepted. All alterations, additions, or improvements made by LESSEE shall become the property of LESSOR upon the termination of this lease, unless the same shall have been removed by LESSEE within sixty (60) days after termination of this agreement.

USE BY LESSEE

(6) LESSEE shall use the leased premises only for the production of the agricultural products described herein, and for no other purpose. LESSEE shall only use any barn or other structure on the premises as a Business Office and for storage of equipment and supplies.

RIGHT TO ENTER

(7) LESSOR or its authorized representative shall have the right, at any reasonable time, to enter on the premises for the purposes of making any repairs, alterations, or improvements, as it shall deem necessary or advisable, and for the Purpose of inspection and observation of production activities. Further, nothing herein shall restrict LESSOR or LESSOR'S Agents, employees, representatives or invitees from using any roadway or path of ingress or egress in, on or across the leased premises.

NO PARTNERSHIP

(8) This lease shall not give rise to a Partnership relation between the parties hereto. Neither party shall have the authority to bind the other without his written consent.

COMPLIANCE WITH LAWS

leased premises for drilling and production purposes to the exclusion of LESSEE therefrom. Upon exercise of the aforementioned right, LESSOR agrees that such grants shall be limited to that part of the surface estate as is reasonably necessary for the purpose of ingress and egress for drilling and production purposes, and the granting of easements for placement of pipelines on the leased premises. In so far as practicable, any activities in accordance with this provision, shall be exercised so as not to interfere with or cause damage to any standing crop. If any such activities should substantially interfere with or cause damage to a standing crop or hay meadow, then LESSOR shall cooperate with LESSEE to recover LESSEE's damage from the oil and gas operator causing such damage.

Seismic payments shall belong to LESSOR except such portion which represents actual loss by LESSEE. LESSEE shall not interfere in any seismic activity approved by LESSOR.

INDEMNIFICATION

(11) LESSOR agrees and covenants to indemnify and hold LESSEE harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the LESSOR'S use of the leased premises, or from any negligent act or omission by LESSOR, their agents, servants, employees, contractors, guests, or invitees on or about the leased premises (excluding this LESSEE). In the event that any action or proceeding is brought against LESSEE by reason of any of the above, LESSOR further agrees and covenants to defend the action or proceeding by legal counsel acceptable to LESSEE.

LESSEE agrees and covenants to indemnify and hold LESSOR harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of LESSEE'S business or his use of the leased premises, or from any negligent act or omission by LESSEE, his agents, servants, employees, contractors, guests, or invitees on or about the leased premises. In the event that any action or proceeding is brought against LESSOR by reason of any of the above, LESSEE further agrees and covenants to defend the action or proceeding by legal counsel acceptable to LESSOR.

NO ASSIGNMENT OR SUBLEASE

(12) LESSEE may not assign this lease nor sublease any portion of the Farm leased hereunder

termination. The right to verbally communicate the breach shall in no way affect the written notice of breach provision. Nothing contained herein constitutes a waiver of the right of either party to damages occasioned by breach of this lease.

MEDIATION

(14) LESSOR and LESSEE agree to negotiate in good faith in an effort to resolve any dispute related to this lease that may arise between the LESSOR and LESSEE. If the dispute cannot be resolved by negotiation within three (3) business days from the date of the dispute, the dispute shall be submitted to mediation before resorting to litigation or declaring this lease breached or terminated. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services equally. Both LESSOR and LESSEE agree to be reasonable and make a good faith effort to resolve all disputed matters between themselves and to further enter into any mediation with the intent to equitably resolve the dispute. Mediation must be complete within twenty-one (21) days of the date of the dispute and failing such, without further agreement of the parties, either party may enforce the other provisions of this lease. It is understood and agreed that mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who would help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

ENTIRE AGREEMENT-AMENDMENT

(15) This lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

REMOVAL OF PROPERTY

(16) LESSEE agrees to remove all supplies, equipment, and other personal property from the premises, within thirty (30) days of the termination of this Lease. Any property not removed within this thirty (30) day period shall become the property of LESSOR.

EFFECT

(19) If any provision of this Lease is found to be void or unenforceable, the remaining provisions shall remain effective.

NOTICE

(20) All notice under this Lease shall be mailed to the parties by Certified Mail, Return Receipt Requested, at the following addresses:

T&S 2000 Family Limited Partnership
3931 CR 154
Wharton, Texas 77488

Mondo Gardens, Inc. d/b/a
Thomas Turfgrass
3931 CR 154
Wharton, Texas 77488

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE hereto executed this lease, effective as of the day and year first above written.

LESSOR:

T&S 2000 FAMILY LIMITED PARTNERSHIP
T&S 2000, INC. - General Partner

By: 

EMORY THOMAS, President

LESSEE:

MONDO GARDENS, INC. d/b/a
THOMAS TURFGRASS

By: 

EMORY THOMAS, President

For Pond 2 -

AGRICULTURAL AND COMMERCIAL BUILDING LEASE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF AUSTIN §

This agreement of lease made and entered into effective as of the 1ST day of January, 2014, by and between **T&S 2000 FAMILY LIMITED PARTNERSHIP**, a Texas limited partnership, hereinafter called LESSOR, and **MONDO GARDENS, INC. d/b/a THOMAS TURFGRASS**, hereinafter called LESSEE.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, LESSOR does hereby demise and lease to LESSEE, and LESSEE does hereby lease from LESSOR, the Premises in Austin County, Texas, hereinafter called "the New Ulm Farm", being further referred to as "leased premises" and being more particularly described as follows:

New Ulm Farm (Austin County, Texas)

80.304 acres of land, more or less, out of the Bryant Dottery (Daughtery) League, A-32, Austin County, Texas, according to survey dated March 3, 2006, by Glen Alexander, RPLS No. 4194, and as described in Trustee's Deed to Bernice Bean, et vir, Harold Bean, filed April 14, 1987, recorded in Volume 561, Page 464, Official Records of Austin County, Texas, and being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

TERM

(1) The term of this lease shall commence upon execution of this Agreement and shall terminate on January 1, 2024, unless sooner terminated as herein provided. This Lease shall be automatically renewed each year for an additional year without action by either party. Such automatic renewal shall not take place if either party gives written notice to the other party of non-renewal on or before ninety (90) days prior to the end of the lease term for that particular year.

RENT

(2) The LESSEE shall pay monthly to the LESSOR the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) for the New Ulm farm land (including pasture and barns) during the term of said lease. The first of which lease payments shall be due and payable on or before January 1, 2014, and monthly thereafter on the 1st day of each month during the remaining term of this lease. Said rental shall be promptly paid to LESSOR at 3931 CR 154, Wharton, Texas 77488. As additional rental fees

MACHINERY, EQUIPMENT AND LABOR

(4) LESSEE shall furnish all machinery, equipment, labor and expenses for land preparation, discing, planting of seed, cultivation, harvesting crops, shredding, and any other activity that may be reasonably required to properly plant, raise and harvest the crop farmed by LESSEE. LESSEE agrees and covenants to cultivate the Farm during the term hereof in a timely, efficient, and economic manner and to employ all modern methods of farming as are customarily practiced in the area. LESSEE shall control all noxious weeds (including Johnson grass) and substantially keep the crop land free of such weeds.

REPAIRS AND CONDITION ON SURRENDER

(5) LESSEE agrees to surrender the Farm at the end of the term hereof in the same condition as originally leased hereunder, reasonable wear and tear and damage or destruction by act of God excepted. All alterations, additions, or improvements made by LESSEE shall become the property of LESSOR upon the termination of this lease, unless the same shall have been removed by LESSEE within sixty (60) days after termination of this agreement.

USE BY LESSEE

(6) LESSEE shall use the leased premises only for the production of the agricultural products described herein, and for no other purpose. LESSEE shall only use any barn or other structure on the premises as a Business Office and for storage of equipment and supplies.

RIGHT TO ENTER

(7) LESSOR or its authorized representative shall have the right, at any reasonable time, to enter on the premises for the purposes of making any repairs, alterations, or improvements, as it shall deem necessary or advisable, and for the Purpose of inspection and observation of production activities. Further, nothing herein shall restrict LESSOR or LESSOR'S Agents, employees, representatives or invitees from using any roadway or path of ingress or egress in, on or across the leased premises.

NO PARTNERSHIP

(8) This lease shall not give rise to a Partnership relation between the parties hereto. Neither party shall have the authority to bind the other without his written consent.

COMPLIANCE WITH LAWS

(9) LESSEE shall comply with all applicable State and Federal Laws.

leased premises for drilling and production purposes to the exclusion of LESSEE therefrom. Upon exercise of the aforementioned right, LESSOR agrees that such grants shall be limited to that part of the surface estate as is reasonably necessary for the purpose of ingress and egress for drilling and production purposes, and the granting of easements for placement of pipelines on the leased premises. In so far as practicable, any activities in accordance with this provision, shall be exercised so as not to interfere with or cause damage to any standing crop. If any such activities should substantially interfere with or cause damage to a standing crop or hay meadow, then LESSOR shall cooperate with LESSEE to recover LESSEE's damage from the oil and gas operator causing such damage.

Seismic payments shall belong to LESSOR except such portion which represents actual loss by LESSEE. LESSEE shall not interfere in any seismic activity approved by LESSOR.

INDEMNIFICATION

(11) LESSOR agrees and covenants to indemnify and hold LESSEE harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the LESSOR'S use of the leased premises, or from any negligent act or omission by LESSOR, their agents, servants, employees, contractors, guests, or invitees on or about the leased premises (excluding this LESSEE). In the event that any action or proceeding is brought against LESSEE by reason of any of the above, LESSOR further agrees and covenants to defend the action or proceeding by legal counsel acceptable to LESSEE.

LESSEE agrees and covenants to indemnify and hold LESSOR harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of LESSEE'S business or his use of the leased premises, or from any negligent act or omission by LESSEE, his agents, servants, employees, contractors, guests, or invitees on or about the leased premises. In the event that any action or proceeding is brought against LESSOR by reason of any of the above, LESSEE further agrees and covenants to defend the action or proceeding by legal counsel acceptable to LESSOR.

NO ASSIGNMENT OR SUBLEASE

(12) LESSEE may not assign this lease nor sublease any portion of the Farm leased hereunder without the prior written consent of LESSOR.

termination. The right to verbally communicate the breach shall in no way affect the written notice of breach provision. Nothing contained herein constitutes a waiver of the right of either party to damages occasioned by breach of this lease.

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(15) This lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

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RETURN OF POSSESSION

EFFECT

(19) If any provision of this Lease is found to be void or unenforceable, the remaining provisions shall remain effective.

NOTICE

(20) All notice under this Lease shall be mailed to the parties by Certified Mail, Return Receipt Requested, at the following addresses:

T&S 2000 Family Limited Partnership
3931 CR 154
Wharton, Texas 77488

Mondo Gardens, Inc. d/b/a
Thomas Turfgrass
3931 CR 154
Wharton, Texas 77488

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE hereto executed this lease, effective as of the day and year first above written.

LESSOR:

T&S 2000 FAMILY LIMITED PARTNERSHIP
T&S 2000, INC. - General Partner

By: _____

EMORY THOMAS, President

LESSEE:

MONDO GARDENS, INC. d/b/a
THOMAS TURFGRASS

By: _____

EMORY THOMAS, President

EXHIBIT C– LOSS CALCULATIONS

Technical Memorandum – Thomas Turfgrass Loss Calculations

To: Trey Nesloney
From: Jordan Furnans, PhD, PE, PG
Date: October 28, 2024 (Revised from 9/2/2024)
Project:
Subject: Thomas Turfgrass Loss Calculations

It is my understanding that Thomas Turfgrass is applying for a bed and banks permit allowing for the discharge of groundwater into two reaches of an unnamed tributary to Post Oak Point Creek. Figure 1 shows the reach locations.

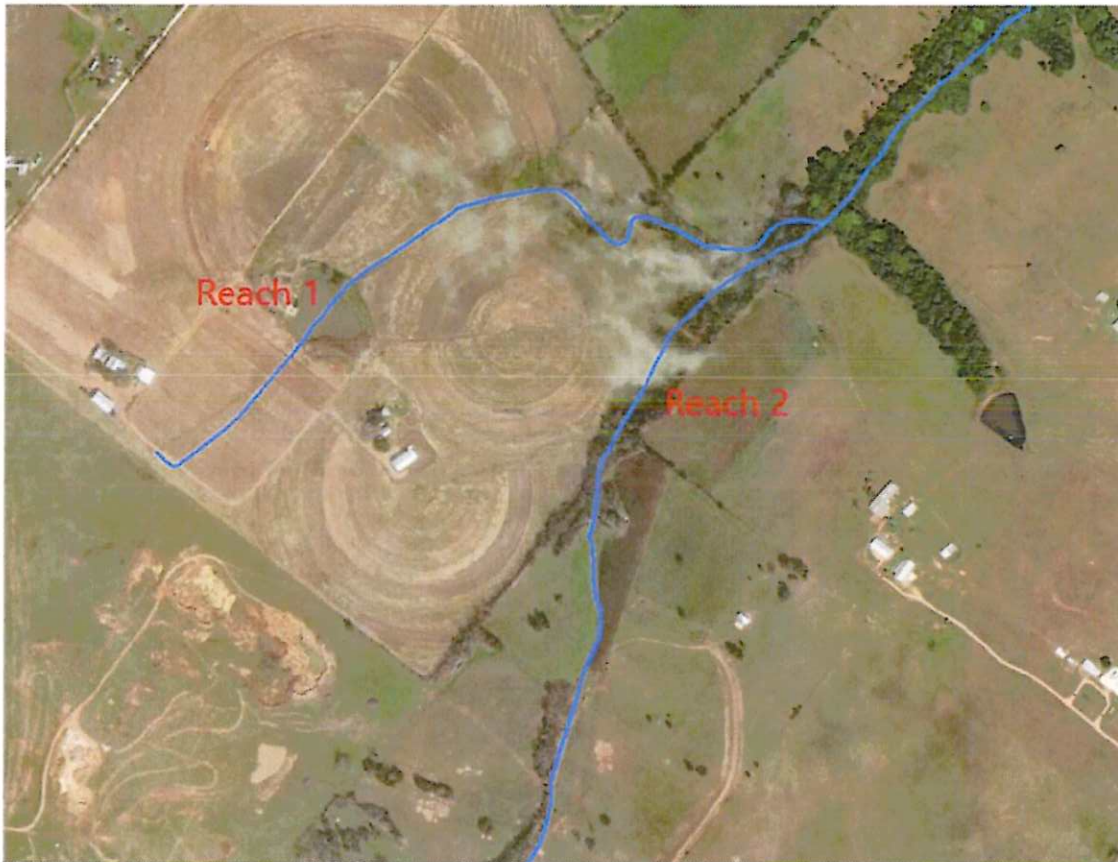


Figure 1 – Aerial Image showing reach locations, overlain with reaches as included within the National Hydrography Dataset.

The reaches are located in Austin County, which is TWDB Quadrangle 811 for assessing lake free surface evaporation quantities. Per TWDB data, the maximum net evaporation for this quadrangle is 7.95 inches/month. Median net evaporation is 0.805 inches per month. The 75th percentile net evaporation rate is 2.8 inches per month. Resulting evaporative loss rates from reaches 1 and 2 are provided in Tables 1, 2, and 3 below.

Table 1 – Maximum loss rates

Reach	Area (acres)	Net Evap (in/month)	Loss Rate (Maximum)	
			cfs	Gpm
1	1.14	7.95	0.013	5.70
2	1.06	7.95	0.012	5.30

Table 2 – Median loss rates

Reach	Area (acres)	Net Evap (in/month)	Loss Rate (Median)	
			cfs	Gpm
1	1.14	0.805	0.0013	0.58
2	1.06	0.805	0.0012	0.53

Table 3 – 75th Percentile loss rates

Reach	Area (acres)	Net Evap (in/month)	Loss Rate (75 th Percentile)	
			cfs	Gpm
1	1.14	2.80	0.0044	2.01
2	1.06	2.80	0.0042	1.87

At the request of TCEQ, losses are to be assessed on a monthly basis. The 75th Percentile loss rates by month are provided in Table 4 (based on data from 1954-2023).

Table 4 – Monthly 75th Percentile Losses to Reach 1 and Reach 2

		Losses (75 th Percentile)			
		Reach 1		Reach 2	
	Net Evap (in/month)	cfs	Gpm	cfs	Gpm
January	0.995	0.0015	0.69	0.0014	0.64
February	1.545	0.0026	1.19	0.0025	1.10
March	2.875	0.0044	1.99	0.0041	1.85
April	4.240	0.0068	3.04	0.0063	2.82
May	2.420	0.0037	1.68	0.0035	1.56
June	4.640	0.0074	3.32	0.0069	3.09
July	5.465	0.0084	3.79	0.0079	3.52
August	4.575	0.0071	3.17	0.0066	2.95
September	3.815	0.0061	2.73	0.0057	2.54
October	2.470	0.0038	1.71	0.0035	1.59
November	2.265	0.0036	1.62	0.0034	1.51
December	1.160	0.0018	0.80	0.0017	0.75

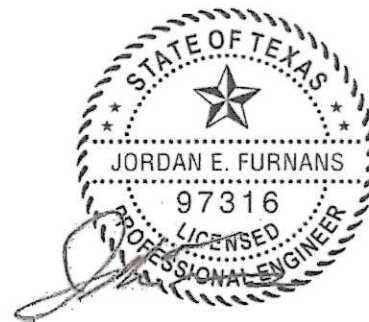
For the purposes of establishing a bed and banks permit with the TCEQ, I'd recommend assuming a 75th percentile net evaporation loss rate, by month, as documented in Table 4.

Please let us know if you have any questions.

Sincerely,



Jordan Furnans, PhD, PE, PG
LRE Water, LLC



The seal appearing on this document was
authorized by Dr. Jordan Furnans, P.E. 97316
on October 28, 2024. LRE Water, LLC
TBPELS Firm No. 14368.

**EXHIBIT D –
GROUNDWATER WELL
INFORMATION**

Groundwater Well Information

Associated with Bed and Banks Application

Mondo Gardens, Inc. (dba Thomas Turfgrass, the "Applicant") is seeking authorization under Section 11.042(c) of the Texas Water Code to discharge and subsequently divert its own privately owned groundwater from two discharge/diversion reaches. Both reaches are located on an unnamed tributary of Post Oak Point Creek, in the Brazos River Basin. The impoundments located within these reaches were originally constructed as exempt domestic and livestock reservoirs. No state water will be diverted pursuant to Applicant's operations. The groundwater is being used (discharged and subsequently diverted from each reach) to irrigate the Applicant's turfgrass (agricultural/irrigation use).

The source of the groundwater is from existing groundwater wells that are all located within the Bluebonnet Groundwater Conservation District ("BGCD"). BGCD Rule 8.3B2 provides that Agricultural Groundwater Wells are only required to be registered and to obtain drilling approval from the BGCD, but do not require a permit. **See Attachment 1.** To support this application, the Applicant obtained an email from the General Manager of the BGCD, Zach Holland, providing a list of the Applicant's groundwater wells and stating that the Applicant's groundwater wells "have completed and submitted all required forms and are in good standing to be operated at the owner's discretion within the District." **See Attachment 2.**

Applicant intends to discharge groundwater from Well No. 1 (BGCD Number BAUS-4593) and Well No. 2 (BGCD Number BAUS-4598) into Reach No. 1, and subsequently divert this privately owned groundwater to water its turfgrass. Additionally, Applicant intends to discharge groundwater from Well No. 3 (BGCD Number BAUS-5658) and Well No. 4 (BGCD Number BAUS-5659) into Reach No. 2, and subsequently divert this privately owned groundwater to water its turfgrass. The Applicant has included a spreadsheet that provides the information requested in the TCEQ's Technical Application associated with each well, including information on the aquifer that each well screens, the well depth, each well's location coordinates, and temperature readings from each well. **See Attachment 3.** The temperature readings were made from samples taken at the point of discharge into the impoundments located within the reaches. The Applicant is also providing TCEQ with State of Texas Well Reports associated with each well. **See Attachment 4.** Other water quality data associated with the groundwater from the wells is provided in Exhibit E.



RULES OF THE BLUEBONNET GROUNDWATER CONSERVATION DISTRICT

RULE ADOPTION AND EFFECTIVE DATE HISTORY

Notice Date(s)	Hearing Date(s)	Adopted Date	Effective Date
Nov. 6, 7, 13, 14, 2003	Nov. 18, 19, 2003; Dec. 4, 2003	Jan. 21, 2004	July 1, 2004
Jan. 8, 9, 2004	Jan. 21, 2004	Jan. 21, 2004	July 1, 2004
June 16, 17, 18, 2004	June 23, 2004	June 23, 2004	July 1, 2004
Aug. 10, 11, 12, 2005	Aug. 17, 2005	Aug. 17, 2005	Sept. 1, 2005
Aug. 24, 2012	Sept. 19, 2012	Sept. 19, 2012	Sept. 19, 2012
March 26, 2014	April 17, 2013	April 17, 2013	April 17, 2013
Sept. 25, 2014	Oct. 15, 2014	Oct. 15, 2014	Oct. 15, 2014
Sept. 30, 2015; Oct. 1, 2015	Oct. 21, 2015	Oct. 21, 2015	Oct. 21, 2015
Sept. 28, 29, 2016	Oct. 19, 2016	Oct. 19, 2016	Oct. 19, 2016
Sept. 26, 27, 2018	Oct. 17, 2018	Oct. 17, 2018	Oct. 17, 2018
Dec. 21 22, 23, 24, 28, 2020	Jan. 20, 2021	Jan. 20, 2021	Jan. 20, 2021
March 23, 25, 29, 30, 2023	April 13, 2023	April 13, 2023	April 13, 2023

In accordance with Section 59 of Article XVI of the Texas Constitution and Act of May 26, 2001, 77th Leg., R.S., ch. 36, September 1, 2001 Tex. Gen. Laws (HB 3655) now codified as Chapter 8825 Special District Local Laws Code, and the non-conflicting provisions of Chapter 36, Water Code the following rules are hereby ratified and adopted as the rules of this District by its Board. Each Rule as worded herein has been in effect since the date of passage and as may be hereafter amended.

The Rules, regulations, and modes of procedure herein contained are and have been adopted to simplify procedures, avoid delays, and facilitate the administration of the water laws of the State and the Rules of this District. To the end that these objectives are attained, these Rules will be so construed.

These Rules may be used as guides in the exercise of discretion, where discretion is vested. However, under no circumstances and in no particular case may these Rules be construed as a limitation or restriction upon the exercise of powers, duties, and jurisdiction conferred by law. These Rules will not limit or restrict the amount and accuracy of data or information that may be required for the proper administration of the law.

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G. SUSPENSION

The General Manager may suspend an authorization for a well permit, a permit amendment, or a transport permit for failure to comply with the requirements of Rule 8.2

H. APPLICABILITY TO EXEMPT WELLS

The requirements of Rule 8.2 are applicable to all wells drilled in the District, including exempt wells.

I. GROUNDWATER TRACING OPERATIONS PLAN

Prior to performing any type of dye tracing or other form of groundwater tracing operations within the District's jurisdictional boundary where materials are introduced into surface water or groundwater, the person proposing such operations must submit an operations plan for the proposed tracer study to the District for approval at least 30 days before the proposed starting date of the study. This plan must describe the entire proposal including: the responsible party; type of tracer and any visual, taste, chemical, or health considerations; rationale or need for the proposed study; injection and recovery points; methods to be employed; expected flow paths; expected project term; method of notification of affected well, spring, and property owners; any contingency plans; and any other information involving the proposed study. These studies must not conflict with any part of Rule 13 concerning pollution. District approval of any tracing plan may be denied if the District determines that the proposed plan is in conflict with other ongoing tracing studies.

J. AQUIFER STORAGE AND RECOVER WELLS

ASR recovery wells that are associated with an aquifer storage and recovery project require an operating permit if the amount of groundwater recovered from the wells exceed the volume authorized by TCEQ to be recovered under the project.

RULE 8.3 PERMITS AND EXEMPTIONS

A. No person shall drill, pump, or operate a well without first submitting and obtaining approval of a well development/registration application, pumpage permit, or transport permit from the District. A violation occurs on the first day the drilling, alteration, or operation begins and continues each day thereafter until the appropriate authorization or permits are approved.

B. The following wells are required to be registered and to obtain approval for drilling, but are not required to have a pumpage or transport permit from the District:

1. A well or wells used for domestic use on a single tract of land.
 2. **Agricultural wells.**
 3. A water well used solely to supply water for a rig that is actively engaged in drilling or exploration operations for an oil or gas well permitted by the Railroad Commission of Texas, provided that the person holding the permit is responsible for drilling and operating the water well and the well is located on the same lease or field associated with the drilling rig. Note, if the sole purpose of the well is no longer to supply water for a rig that is actively engaged in drilling or exploration operations, the well is no longer exempt and must be permitted by the District.
 4. The drilling of a water well authorized under a permit issued by the Railroad Commission of Texas under Chapter 134, Natural Resources Code, or for production from any such well to the extent the withdrawals are required for mining activities regardless of any subsequent use of the water. An entity holding a permit issued by the Railroad Commission of Texas under Chapter 134, Natural Resources Code that authorizes the drilling of a water well shall report monthly to the District:
 - a. The total amount of water withdrawn during the month;
 - b. The quantity of water necessary for mining activities; and,
 - c. The quantity of water withdrawn for other purposes.

Note, if the withdrawals from the well are no longer necessary for mining activities or are a greater amount than necessary for mining activities, then the well is no longer exempt and must be permitted by the District. Such well remains exempt from District spacing requirements.
 5. Monitoring wells.
 6. Aquifer storage and recovery injection wells and recovery wells (unless the well recovers more than authorized by the TCEQ, which then requires a permit from the District).
- C. The District may not restrict the production of any well that is exempt from permitting under Subsection (B).
- D. The District may not deny an application for an authorization to drill and a permit to produce water for hydrocarbon production activities if the application meets all applicable Rules as promulgated by the District.
- E. A water well exempted under Subsection B shall:
1. Be registered in accordance with Rules promulgated by the District; and

From: [REDACTED]
Sent: Wednesday, October 09, 2024 3:03 PM
To: Trey Nesloney
Cc: 'Emory Thomas'; Karen M. Coker
Subject: RE: Thomas Turfgrass Groundwater Wells
Attachments: Thomas Turf Grass Registrations.xlsx

CAUTION: Do not click links or attachments unless you know the content is safe.

Good afternoon Mr. Nesloney,

Please see attached spreadsheet of all wells registered to Thomas Turfgrass or Emory Thomas. These wells are classified as exempt use wells by statute (domestic, livestock, RRC rig supply or mining) or District rule (all agriculture). Since the wells are exempt, the only requirement is to submit a well registration form and completed well report. There is a provided well development authorization provided at the time the registration form is processed. Permits with a production limit, metering, and monthly production reporting requirements are not applicable to exempt use wells. The wells are registered and submitted the completed well report which is the extent of required documentation for Bluebonnet GCD. These wells have completed and submitted all required forms and are in good standing to be operated at the owner's discretion within the District. If you or TCEQ need any additional information from the District, please let me know.

I greatly appreciate your time, efforts, and all that you do sir.

Zach



General Manager
Bluebonnet Groundwater Conservation District
1903 Dove Crossing Lane, Suite A
P.O. Box 269
Navasota, Texas 77868
O: 936-825-7303
F: 936-825-7331
www.bluebonnetgroundwater.org

From: Trey Nesloney [REDACTED]
Sent: Wednesday, October 9, 2024 2:17 PM
To: [REDACTED]
Cc: Emory Thomas [REDACTED]; Karen M. Coker <[REDACTED]>
Subject: Thomas Turfgrass Groundwater Wells

Mr. Holland,

Good speaking with you today. As we discussed, I would greatly appreciate it if you could send me a list (a response email I believe would suffice) of the Thomas Turfgrass wells that the District knows are registered and in good standing that would be very helpful to my client with his TCEQ bed and banks application. Let me know if you need any other information from me regarding this request, and thank you in advance for your time.

Trey Nesloney

Shareholder

Eichelbaum Wardell

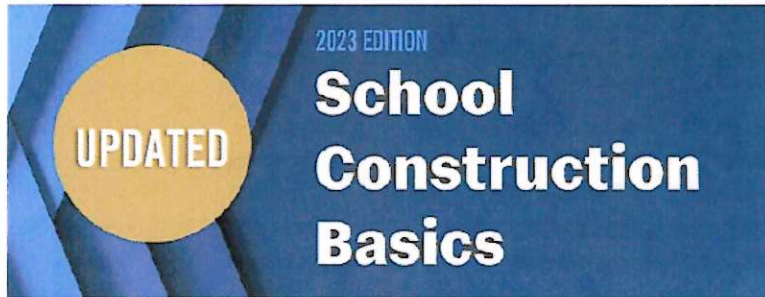
Hansen Powell & Muñoz, P.C.

4201 West Parmer Lane, Suite A-100 | Austin, TX 78727

P (512) 476-9944 | F (512) 472-2599

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BGCD Number	Well No.	Aquifer	State No.	Purpose of Use	Well Depth (ft)	Drilling Start Date	Latitude	Longitude	Temp °F (10/5/24)	Temp °F (10/10/24)	Temp °F (10/11/24)	Temp °F (10/12/24)	Ave. Temp
BAUS-4593	1	Evangeline	<u>138187</u>	Agriculture	300	2/17/2007	29.947500	96.489722	72.3	74.1	71	71.9	72.33
BAUS-4598	2	Evangeline	<u>138198</u>	Agriculture	290	2/26/2007	29.947500	96.488333	72.8	74.1	72.1	72.6	72.9
BAUS-5658	3	Evangeline	<u>388483</u>	Agriculture	370	12/31/2014	29.946389	96.485556	72.2	73.4	72.1	72.3	72.5
BAUS-5659	4	Evangeline	<u>388497</u>	Agriculture	330	2/10/2015	29.946667	96.485000	72.4	72.8	72.8	71.9	72.48

STATE OF TEXAS WELL REPORT for Tracking #138198

Owner:	Thomas, Emory	Owner Well #:	#4
Address:	3931 CR 154 Wharton, TX 77488	Grid #:	66-05-4
Well Location:	4 mi. E of Industry Industry, TX	Latitude:	29° 56' 51" N
Well County:	Austin	Longitude:	096° 29' 18" W
		Elevation:	No Data
Type of Work:	New Well	Proposed Use:	Irrigation

Evangeline

Drilling Start Date: 2/26/2007 Drilling End Date: 2/27/2007

	Diameter (in.)	Top Depth (ft.)	Bottom Depth (ft.)
Borehole:	8.5	0	290
Drilling Method:	Mud (Hydraulic) Rotary		
Borehole Completion:	Straight Wall		

	Top Depth (ft.)	Bottom Depth (ft.)	Description (number of sacks & material)
Annular Seal Data:	0	15	14

Seal Method: Slurry

Distance to Property Line (ft.): No Data

Sealed By: Driller

Distance to Septic Field or other
concentrated contamination (ft.): 300+

Distance to Septic Tank (ft.): No Data

Method of Verification: Visual Inspection

Surface Completion: Surface Sleeve Installed

Water Level:	85 ft. below land surface on 2007-02-27	Measurement Method:	Unknown
Packers:	1 Shale 15' 1 Shale 110'		
Type of Pump:	Submersible		
Well Tests:	Jetted	Yield:	150 GPM

Water Quality:

Strata Depth (ft.)

No Data

Water Type

No Data

Chemical Analysis Made: Unknown

Did the driller knowingly penetrate any strata which
contained injurious constituents?: No

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: J & S Water Wells

PO Box 675
Bellville, TX 77418

Driller Name: Primo Trejo

License Number: 54237

Comments: ^EO

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Casing:
BLANK PIPE & WELL SCREEN DATA

Top (ft.)	Bottom (ft.)	Description
0	10	clay
10	60	sand
60	70	clay & rock
70	105	sand
105	110	clay & shale
110	164	sand
164	170	clay
170	205	sand
205	220	clay
220	265	sand
265	290	clay

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
6"	New	PVC Casing	0'-110' 40
6"	New	PVC Screen	110'-160' .020
6"	New	PVC Casing	160'-170' 40
6"	New	PVC Screen	170'-200' .020
6"	New	Casing	200'-220' 40
6"	New	PVC Screen	220'-260' .020
6"	New	PVC Casing	260'-270' 40

STATE OF TEXAS WELL REPORT for Tracking #138187

Owner: **Thomas, Emory**
Address: **3931 CR 154
Wharton, TX 77488**
Well Location: **4 mi. E of Industry
Industry, TX**
Well County: **Austin**

Owner Well #: **Irrigation #2**
Grid #: **66-05-4**
Latitude: **29° 56' 51" N**
Longitude: **096° 29' 23" W**
Elevation: **No Data**

EV
Evangeline

Type of Work: **New Well**

Proposed Use: **Irrigation**

Drilling Start Date: **2/17/2007** Drilling End Date: **2/20/2007**

	<i>Diameter (in.)</i>	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>
Borehole:	8.5	0	300

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Straight Wall**

	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>	<i>Description (number of sacks & material)</i>
Annular Seal Data:	0	15	16

Seal Method: **Slurry**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other
concentrated contamination (ft.): **300+**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **Visual Inspection**

Surface Completion: **Surface Sleeve Installed**

Water Level: **70 ft. below land surface on 2007-02-20** Measurement Method: **Unknown**

Packers: **1 Shale 130'
1 Shale 80'
1 Shale 15'**

Type of Pump: **No Data**

Well Tests: **Jetted** Yield: **120 GPM**

Water Quality:

Strata Depth (ft.)

No Data

Water Type

No Data

Chemical Analysis Made: Unknown

Did the driller knowingly penetrate any strata which
contained injurious constituents?: No

Certification Data:

The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: J & S Water Wells
PO Box 675
Bellville, TX 77418

Driller Name: Primo Trejo

License Number: 54237

Comments: ^EO

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	25	clay
25	60	sand
60	80	shale & clay
80	110	sand & rock
110	120	clay & shale
120	150	sand
150	180	clay & shale
180	210	hard sand
210	230	hard clay
230	270	sand
270	300	hard clay

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
6"	New	PVC Casing	0'-130' 40
6"	New	PVC Screen	130'-160' .020
6"	New	PVC Casing	160'-180' 40
6"	New	PVC Screen	180'-210' .020
6"	New	PVC Casing	210'-230' 40
6"	New	PVC Screen	230'-270' .020
6"	New	PVC New Casing	40

STATE OF TEXAS WELL REPORT for Tracking #388483

Owner:	THOMAS TURF GRASS	Owner Well #:	SEE COMMENTS
Address:	3931 CO RD. 154 WHARTON, TX 77488	Grid #:	66-05-4 Ev
Well Location:	2 MILES S OF INDUSTRY INDUSTRY, TX	Latitude:	29° 56' 47" N Evangeline
Well County:	Austin	Longitude:	096° 29' 08" W
		Elevation:	No Data

Type of Work: New Well

Proposed Use: Irrigation

Drilling Start Date: 12/31/2014 Drilling End Date: 1/2/2015

	Diameter (in.)	Top Depth (ft.)	Bottom Depth (ft.)
Borehole:	9	0	370

Drilling Method: Mud (Hydraulic) Rotary

Borehole Completion: Straight Wall

	Top Depth (ft.)	Bottom Depth (ft.)	Description (number of sacks & material)
Annular Seal Data:	0	15	14

Seal Method: Slurry

Distance to Property Line (ft.): 50+

Sealed By: Driller

Distance to Septic Field or other
concentrated contamination (ft.): 500+

Distance to Septic Tank (ft.): No Data

Method of Verification: VISUAL INSPECTION

Surface Completion: Surface Sleeve Installed

Water Level: 80 ft. below land surface on 2015-01-02 Measurement Method: Unknown

Packers:

SHALE 15

SHALE 120

SHALE 160

SHALE 220

Type of Pump: Submersible

Pump Depth (ft.): 252

Well Tests: Jetted Yield: 120 GPM

Water Quality: Strata Depth (ft.) 290 Water Type **POTABLE**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **J&S WATER WELLS**
P O BOX 675
BELLVILLE, TX 77418

Driller Name: **TOMAS SALINAS**

License Number: **54238**

Comments: **WELL LOCATION: GRASS FARM WELL #1**

Lithology: DESCRIPTION & COLOR OF FORMATION MATERIAL Casing: BLANK PIPE & WELL SCREEN DATA

Top (ft.)	Bottom (ft.)	Description
0	18	RED CLAY
18	45	SAND & ROCK
45	80	CLAY & ROCK
80	100	SAND & ROCK
100	120	RED CLAY
120	140	SAND
140	160	RED CLAY & SHALE
160	200	FINE SAND & SHALE
200	220	RED CLAY
220	280	SAND
280	370	CLAY & ROCK

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
6	NEW	CASING	0-120 SDR-21
6	NEW	SCREEN	120-140 .014
6	NEW	CASING	140-160 SDR-21
6	NEW	SCREEN	160-200 .014
6	NEW	CASING	200-220 SDR-21
6	NEW	SCREEN	220-280 .014
6	NEW	CASING	280-290 SDR-21

STATE OF TEXAS WELL REPORT for Tracking #388497

Owner: **THOMAS TURF GRASS**
 Address: **3931 CO RD. 154
WHARTON, TX 77488**
 Well Location: **2 MILE SOUTH OF INDUSTRY
INDUSTRY, TX**
 Well County: **Austin**

Owner Well #: **SEE COMMENTS**
 Grid #: **66-05-4**
 Latitude: **29° 56' 48" N**
 Longitude: **096° 29' 06" W**
 Elevation: **No Data**

Ev

Evangeline

Type of Work: **New Well**Proposed Use: **Irrigation**Drilling Start Date: **2/10/2015**Drilling End Date: **2/11/2015**

	<i>Diameter (in.)</i>	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>
Borehole:	9	0	330

Drilling Method: **Mud (Hydraulic) Rotary**Borehole Completion: **Straight Wall**

	<i>Top Depth (ft.)</i>	<i>Bottom Depth (ft.)</i>	<i>Description (number of sacks & material)</i>
Annular Seal Data:	0	15	18

Seal Method: **Slurry**Distance to Property Line (ft.): **50+**Sealed By: **Driller**Distance to Septic Field or other
concentrated contamination (ft.): **500+**Distance to Septic Tank (ft.): **No Data**Method of Verification: **VISUAL INSPECTION**Surface Completion: **Surface Sleeve Installed**Water Level: **80 ft. below land surface on 2015-02-11** Measurement Method: **Unknown**

Packers: **SHALE 15**
SHALE 110
SHALE 150
SHALE 210

Type of Pump: **Submersible**Pump Depth (ft.): **252**Well Tests: **Jetted** Yield: **130 GPM**

Water Quality: **280** Strata Depth (ft.)

Water Type: **POTABLE**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **J&S WATER WELLS**
P O BOX 675
BELLVILLE, TX 77418

Driller Name: **MONTE RICHARDSON**

License Number: **54385**

Apprentice Name: **ROBERTO SALINAS**

Apprentice Number: **58025**

Comments: **WELL LOCATION: GRASS FARM WELL #2**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Casing:
BLANK PIPE & WELL SCREEN DATA

Top (ft.)	Bottom (ft.)	Description
0	10	CLAY
10	20	SAND
20	25	HARD ROCKS
25	30	SAND
30	35	HARD ROCKS
35	50	SHALE & CLAY
50	85	HARD ROCKS & SAND
85	105	SHALE & CLAY
105	130	SAND & SHALE STREAKS
130	150	SHALE & ROCKS
150	160	SAND & ROCKS
160	210	SHALE
210	270	SAND
270	330	SHALE



Dia. (in.)	New/Used	Type	Setting From/To (ft.)
6	NEW	PVC CASING	0-110 SDR-21
6	NEW	PVC SCREEN	110-130 .014
6	NEW	PVC CASING	130-150 SDR-21
6	NEW	PVC SCREEN	150-160 .014
6	NEW	PVC CASING	160-210 SDR-21
6	NEW	PVC SCREEN	210-270 .014
6	NEW	PVC CASING	270-280 SDR-21

**EXHIBIT E –
WATER QUALITY
INFORMATION**



6921 S. Bell • Amarillo, TX 79109
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Phone: 806.677.0093 • 800.557.7509 • Fax: 806.677.0329

Lab #: A-2024NL004619		LABORATORY REPORT		Report Date: 08/14/2024 03:22 pm		
		Send To: THOMAS TURFGRASS 37293 799 OLD POTATO ROAD PAIGE, TX 78659 Bill To: 8771		 Amy Meier Data Review Coordinator		
Project ID:		Date/Time Received: 08/07/2024 12:00 pm		Location:		
Project Title:		Name of Submitter:		Invoice No: 426167		
Sample ID: WELL 1		Date/Time Sampled: 08/02/2024 03:00 pm		P.O. #:		
Client Name: THOMAS TURFGRASS		Name of Sampler: MIGUEL CRUZ		Depth:		
Subject: Wastewater Lab Analysis		Arrival Temp.: 20.9		Flow Rate:		
Analysis	Result	Unit	RL	Method	Analysis Date/Time	Tech
Accredited Tests						
Chloride, Cl	97	mg/L	4.00	EPA 300.0	8/9/2024 10:48AM	RS
Sulfate, SO4	29	mg/L	0.60	Calculation		
Sulfate-Sulfur, SO4-S	9.6	mg/L	0.20	EPA 300.0	8/9/2024 10:48AM	RS
pH, at 21.5°C	7.9	unit	NA	SM 4500-H+ B-2011	8/13/2024 3:18PM	LD
Total Dissolved Solids, TDS	480	mg/L	AR	SM 2540 C-2015	8/9/2024 2:12PM	LD
Result Notes						
1 The sample was received and analyzed outside the regulatory holding time for this analyte.						
NELAP Statement						
Laboratory Accreditation: The analytical results included in this report meet all the requirements of the National Environmental Laboratory Accreditation Program (NELAP), unless otherwise noted.						
Sample Acceptability Criteria						
Sample not received 'on ice'.						
RL = Reporting Limit				Test Basis: AR=As Received		
				Page 1 of 2		

The reported analytical results apply only to the sample as it was supplied. The report may not be reproduced, except in full, without permission of ServiTech.
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Lab #: A-2024NL004619

Accreditation Agency
TCEQ

LABORATORY REPORT

Accreditation Number
T104704264-23-28

Report Date: 08/14/2024 03:22 pm

Test Basis: AR=As Received



Page 2 of 2

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Lab #: A-2024NL004620		LABORATORY REPORT		Report Date: 08/14/2024 03:22 pm	
		Send To: THOMAS TURFGRASS 37293 799 OLD POTATO ROAD PAIGE, TX 78659 Bill To: 8771		 Amy Meier Data Review Coordinator	
Project ID:		Date/Time Received: 08/07/2024 12:00 pm		Location:	
Project Title:		Name of Submitter:		Invoice No: 426167	
Sample ID: WELL 2		Date/Time Sampled: 08/02/2024 03:00 pm		P.O. #:	
Client Name: THOMAS TURFGRASS		Name of Sampler: MIGUEL CRUZ		Depth:	
Subject: Wastewater Lab Analysis		Arrival Temp.: 20.9		Flow Rate:	
Analysis	Result	Unit	RL	Method	Analysis Date/Time Tech
Accredited Tests					
Chloride, Cl	110	mg/L	4.00	EPA 300.0	8/9/2024 11:11AM RS
Sulfate, SO4	26	mg/L	0.60	Calculation	
Sulfate-Sulfur, SO4-S	8.6	mg/L	0.20	EPA 300.0	8/9/2024 11:11AM RS
pH, at 22.7°C	7.9	unit	NA	SM 4500-H+ B-2011	8/13/2024 3:18PM LD
Total Dissolved Solids, TDS	480	mg/L AR	10.0	SM 2540 C-2015	8/9/2024 2:12PM LD
Result Notes					
1 The sample was received and analyzed outside the regulatory holding time for this analyte.					
NELAP Statement					
Laboratory Accreditation: The analytical results included in this report meet all the requirements of the National Environmental Laboratory Accreditation Program (NELAP), unless otherwise noted.					
Sample Acceptability Criteria					
Sample not received 'on ice'.					
RL = Reporting Limit			Test Basis: AR=As Received		
			Page 1 of 2		

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Lab #: A-2024NL004620

Accreditation Agency
TCEQ

LABORATORY REPORT

Accreditation Number
T104704264-23-28

Report Date: 08/14/2024 03:22 pm

Test Basis: AR=As Received

Page 2 of 2


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Lab #: A-2024NL004621




LABORATORY REPORT

Report Date: 08/14/2024 03:23 pm

Send To: THOMAS TURFGRASS
37293 799 OLD POTATO ROAD
PAIGE, TX 78659

Bill To: 8771


Amy Meier
Data Review Coordinator

Project ID:

Project Title:

Sample ID: WELL 3

Client Name: THOMAS TURFGRASS

Subject: Wastewater Lab Analysis

Date/Time Received: 08/07/2024 12:00 pm

Name of Submitter:

Date/Time Sampled: 08/02/2024 03:00 pm

Name of Sampler: MIGUEL CRUZ

Arrival Temp.: 20.9

Location:

Invoice No: 426167

P.O. #:

Depth:

Flow Rate:

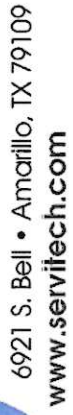
Analysis	Result	Unit	RL	Method	Analysis Date/Time	Tech
Accredited Tests						
Chloride, Cl	120	mg/L	5.00	EPA 300.0	8/9/2024 11:34AM	RS
Sulfate, SO4	30	mg/L	0.60	Calculation		
Sulfate-Sulfur, SO4-S	10	mg/L	0.20	EPA 300.0	8/9/2024 11:34AM	RS
pH, at 22.8°C	7.3	unit	NA	SM 4500-H+ B-2011	8/13/2024 3:18PM	LD
Total Dissolved Solids, TDS	631	mg/L	AR	SM 2540 C-2015	8/9/2024 2:12PM	LD
Result Notes						
1 The sample was received and analyzed outside the regulatory holding time for this analyte.						
NELAP Statement						
Laboratory Accreditation: The analytical results included in this report meet all the requirements of the National Environmental Laboratory Accreditation Program (NELAP), unless otherwise noted.						
Sample Acceptability Criteria						
Sample not received 'on ice'.						

RL = Reporting Limit

Test Basis: AR=As Received

Page 1 of 2

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Lab #: A-2024NL004621

Report Date: 08/14/2024 03:23 pm

Accreditation Agency
TCEQ

Accreditation Number
T104704264-23-28

T104704264-23-28

Page 2 of 2



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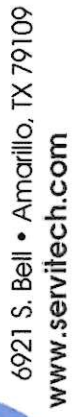


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Lab #: A-2024NL004622		LABORATORY REPORT		Report Date: 08/14/2024 03:24 pm	
		Send To: THOMAS TURFGRASS 37293 799 OLD POTATO ROAD PAIGE, TX 78659 Bill To: 8771		 Amy Meier Data Review Coordinator	
Project ID:		Date/Time Received: 08/07/2024 12:00 pm		Location:	
Project Title:		Name of Submitter:		Invoice No: 426167	
Sample ID: WELL 4		Date/Time Sampled: 08/02/2024 03:00 pm		P.O. #:	
Client Name: THOMAS TURFGRASS		Name of Sampler: MIGUEL CRUZ		Depth:	
Subject: Wastewater Lab Analysis		Arrival Temp.: 20.9		Flow Rate:	
Analysis	Result	Unit	RL	Method	Analysis Date/Time Tech
Accredited Tests					
Chloride, Cl	150	mg/L	6.00	EPA 300.0	8/9/2024 11:56AM RS
Sulfate, SO4	36	mg/L	0.60	Calculation	
Sulfate-Sulfur, SO4-S	12	mg/L	0.20	EPA 300.0	8/9/2024 11:56AM RS
¹ pH, at 22.4°C	7.8	unit	NA	SM 4500-H+ B-2011	8/13/2024 3:19PM LD
² Total Dissolved Solids, TDS	580	mg/L	AR	SM 2540 C-2015	8/9/2024 2:12PM LD
Result Notes					
¹ The sample was received and analyzed outside the regulatory holding time for this analyte.					
² The Method Blank performed on this sample had a recovery of -16 for this analyte. This did not meet the laboratory acceptance range of -10.00 to 10.000.					
³ The Laboratory Control Sample performed on this sample had a recovery of 79.36 for this analyte. This did not meet the laboratory acceptance range of 90 to 110%.					
NELAP Statement					
Laboratory Accreditation: The analytical results included in this report meet all the requirements of the National Environmental Laboratory Accreditation Program (NELAP), unless otherwise noted.					
Sample Acceptability Criteria					
Sample not received 'on ice'.					
Test Basis: AR=As Received				Page 1 of 2	
RL = Reporting Limit					

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Report Date: 08/14/2024 03:24 pm

Lab #: A-2024NL004622

Accreditation Agency
TCEQ

Accreditation Number
T104704264-23-28

Test Basis: AR=As Received

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