

# TCEQ Interoffice Memorandum

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

THRU: Chris Kozlowski, Team Leader  
Water Rights Permitting Team

FROM: Sarah Henderson, Project Manager  
Water Rights Permitting Team

DATE: January 26, 2022

SUBJECT: Montgomery County MUD 100  
WRPERM 13778  
CN603086844, RN111320743  
Application No. 13778 for a Water Use Permit  
Texas Water Code §§ 11.121, 11.042, Requiring Published and Mailed  
Notice  
Multiple tributaries of the San Jacinto River, San Jacinto River Basin  
Montgomery County

The application was received on August 20, 2021. Additional information and fees were received on November 3, 2021, January 11 and January 17, 2022. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on January 26, 2022. Published and mailed notice to the water right holders of record in the San Jacinto River Basin is required pursuant to Title 30 Texas Administrative Code §§ 295.152(a) and 295.153(b).

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

*Sarah Henderson*

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Sarah Henderson, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

**OCC Mailed Notice Required**     **YES**                       **NO**

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

January 26, 2022

Mr. Jerry Hlozek  
Chambers Telge, LLC  
9955 Barker Cypress Road  
Cypress, Texas 77433

VIA E-MAIL

RE: Montgomery County MUD 100  
WRPERM 13778  
CN603086844, RN111320743  
Application No. 13778 for a Water Use Permit  
Texas Water Code §§ 11.121, 11.042, Requiring Published and Mailed Notice  
Multiple tributaries of the San Jacinto River, San Jacinto River Basin  
Montgomery County

Dear Mr. Hlozek:

This acknowledges receipt, on January 11 and January 17, 2022, of additional information and fees in the amount of \$226.24 (Receipt No. M208820, copy attached).

The application was declared administratively complete and filed with the Office of the Chief Clerk on January 26, 2022. 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 this matter please contact me via email at [sarah.henderson@tceq.texas.gov](mailto:sarah.henderson@tceq.texas.gov) or by telephone at (512) 239-2535.

Sincerely,

*Sarah E Henderson*

Sarah Henderson, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

Attachment



10-JAN-22 04:24 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	M208820	2126		BS00091714	10-JAN-22	-\$226.24
<i>S. Henderson</i>	WUP	13778	011022	N	D2801487		
	WATER USE PERMITS	CHAMBERS	VHERNAND	CK			
		TELGE LLC					
					Total (Fee Code):		-\$226.24
					Grand Total:		-\$2,755.84

RECEIVED  
JAN 13 2022  
Water Availability Division

## Sarah Henderson

---

**From:** Nathaniel Lail <[REDACTED]>  
**Sent:** Monday, January 17, 2022 5:09 PM  
**To:** Sarah Henderson  
**Cc:** 'Armando Rueda'; 'Jerry Hlozek'; [REDACTED]  
**Subject:** RE: Montgomery County MUD 100 - Water Use Permit Application No. 13778  
**Attachments:** 2021 Permit OP-21070701.pdf

Ms. Henderson,

Requested permit from the Lone Star Groundwater Conservation District enclosed.

**Respectfully,**

**Nathaniel Lail, P.E.**  
**WaterEngineers, Inc.**  
17230 Huffmeister Rd.  
Cypress, TX ~ 77429  
tel: 281-373-0500  
fax: 281-373-1113  
[www.waterengineers.com](http://www.waterengineers.com)

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**From:** Jerry Hlozek <[REDACTED]>  
**Sent:** Friday, January 14, 2022 2:59 PM  
**To:** Nathaniel Lail [REDACTED]  
**Cc:** Armando Rueda [REDACTED]  
**Subject:** Fwd: Montgomery County MUD 100 - Water Use Permit Application No. 13778

Not at my computer. Can you forward to her the permit we received please and copy us?

Jerry Hlozek  
[REDACTED]

Begin forwarded message:

**From:** Sarah Henderson <[REDACTED]>  
**Date:** January 14, 2022 at 12:06:12 PM CST  
**To:** Jerry Hlozek [REDACTED]  
**Subject:** RE: Montgomery County MUD 100 - Water Use Permit Application No. 13778

Mr. Hlozek,  
The attached response references an attached revised current groundwater permit from the Lone Star Groundwater Conservation District; however, no attachment (other than fees) was received. Could you please email me a copy of that permit?  
Thanks so much,  
Sarah

Sarah Henderson  
Water Rights Permitting Team

Water Availability Division  
Texas Commission on Environmental Quality  
P.O. Box 13087/MC-160  
Austin, TX 78711-3087  
(P) 512.239.2535  
(F) 512.239.4770

---

**From:** Jerry Hlozek [REDACTED]  
**Sent:** Tuesday, January 11, 2022 12:47 PM  
**To:** Sarah Henderson <[sarah.henderson@tceq.texas.gov](mailto:sarah.henderson@tceq.texas.gov)>  
**Subject:** RE: Montgomery County MUD 100 - Water Use Permit Application No. 13778

Good deal. Thanks for the follow up.

**Jerry Hlozek, PE**  
Development Manager  
(C) 281.455.8723

9955 Barker Cypress Road, Suite 250  
Cypress, TX 77433  
[www.CaldwellCos.com](http://www.CaldwellCos.com)

---

**From:** Sarah Henderson <[sarah.henderson@tceq.texas.gov](mailto:sarah.henderson@tceq.texas.gov)>  
**Sent:** Tuesday, January 11, 2022 12:37 PM  
**To:** Jerry Hlozek [REDACTED]  
**Subject:** RE: Montgomery County MUD 100 - Water Use Permit Application No. 13778

Mr. Hlozek,  
To follow-up, the applicants response was received today!  
Thank you,  
Sarah

Sarah Henderson  
Water Rights Permitting Team  
Water Availability Division  
Texas Commission on Environmental Quality  
P.O. Box 13087/MC-160  
Austin, TX 78711-3087  
(P) 512.239.2535  
(F) 512.239.4770

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**From:** Jerry Hlozek [REDACTED]  
**Sent:** Friday, January 7, 2022 4:36 PM  
**To:** Sarah Henderson <[sarah.henderson@tceq.texas.gov](mailto:sarah.henderson@tceq.texas.gov)>  
**Cc:** Becky Nickell [REDACTED]; Stephen Wilcox [REDACTED]; Herman Settemeyer [REDACTED]  
**Subject:** Re: Montgomery County MUD 100 - Water Use Permit Application No. 13778

Response went out this week. If not received by Monday, please let me know. Believe we sent certified.

Jerry Hlozek  
281.455.8723

On Jan 7, 2022, at 1:55 PM, Sarah Henderson <[sarah.henderson@tceq.texas.gov](mailto:sarah.henderson@tceq.texas.gov)> wrote:

Mr. Hlozek,  
A response to the attached request for information letter is past due.  
Could you please provide a status for this request?  
Thank you,  
Sarah

Sarah Henderson  
Water Rights Permitting Team  
Water Availability Division  
Texas Commission on Environmental Quality  
P.O. Box 13087/MC-160  
Austin, TX 78711-3087  
(P) 512.239.2535  
(F) 512.239.4770

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**From:** Sarah Henderson  
**Sent:** Wednesday, December 1, 2021 5:15 PM  
**To:** Jerry Hlozek [REDACTED]  
**Subject:** Montgomery County MUD 100 - Water Use Permit Application No. 13778

Mr. Hlozek,

Please find the attached request for information letter regarding the referenced water use application.  
A response is requested by January 3, 2022.

Thank you,  
Sarah

Sarah Henderson  
Water Rights Permitting Team  
Water Availability Division  
Texas Commission on Environmental Quality  
P.O. Box 13087/MC-160  
Austin, TX 78711-3087  
(P) 512.239.2535  
(F) 512.239.4770

## Disclaimer

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Lone Star Groundwater Conservation District

655 Conroe Park North Drive

Conroe, Texas 77303

Phone: (936) 494-3436 Metro: (936) 441-3437 Fax: (936) 494-3438

Email: info@lonestargcd.org Web Site: www.lonestargcd.org

**OPERATING PERMIT**  
**PERMIT NO.: OP-21070701 - JSPR**

**I. PERMITTEE:**

Montgomery County Municipal District No. 100  
Attn: Stephen Dubois  
c/o The Muller Law Group, 202 Century Square Blvd.  
Sugarland, TX 77447

**II. NUMBER OF WELLS COVERED BY PERMIT: 2**

**III. WELL DETAILS:**

Well Registration Number	Well Address	Well Latitude	Well Longitude	Aquifer Designation	Diameter of Well (Inches)	Well Depth (Feet)	Maximum Allowable Pumping Rate (GPM)	Well Pump Horsepower (HP)
2019122003	1.25 miles West of I-45/Longstreet intersection, North 0.3 miles from Longstreet Rd	30.445	-95.51194	Jasper	12	780	750	100
2019122301	1.25 miles West of I-45/Longstreet intersection, North 0.3 miles from Longstreet Rd	30.445	-95.51083	Jasper	12	780	750	100

**IV. PERMIT TERM:**

Date of Issue: January 1, 2021  
Term: Perpetual unless amended or revoked  
Deadline to drill well: 120 days from date of issuance

**V. PURPOSE OF USE:**

**Irrigation**

**VI. ANNUAL PRODUCTION LIMITATIONS:**

Only that which is required without being wasteful during the permit term, but not to exceed **50 mg for 2021** and on an annualized basis thereafter.

**VII. PLACE OF USE:** (indicate if water will be transported out of the district)

Montgomery County  
Amount Authorized for Transport Outside of District (if any): \_\_\_\_\_

**VIII. PROVISIONS:**

1. This permit is issued in accordance with District Rules, and acceptance of this permit constitutes an acknowledgement and agreement that the permittee will comply with the District Rules, the terms and conditions of this permit, orders of the Board and the District Management Plan and that the permittee is bound by such Rules, terms and conditions, orders of the Board and the District Management Plan; such acknowledgement and agreement by the permittee is a condition precedent to the granting and issuance of this permit.
2. This permit confers only the right to use the permit in accordance with the terms of the permit, and the Rules of the District. The issuance of this permit does not grant to the permittee the right to use private property, or public property, for the production or conveyance of water. Neither does this permit authorize the invasion of any personal rights nor the violation of federal, state, or local laws, or any regulations.
3. All water withdrawn under this permit must be put to beneficial use at all times.
4. The site of any well covered by this permit must be accessible to District representatives for inspection, and the permittee agrees to cooperate fully in any reasonable inspection of any well or well site by District representatives.
5. The application pursuant to which this permit has been issued is incorporated in this permit, and this permit is issued on the basis of and contingent upon the accuracy of the information supplied in that application. A finding that false information has been supplied in the application is grounds for immediate revocation of this permit.
6. A substantial change to this permit may be made only after application to and approval by the District to so amend.
7. The permittee of this permit shall equip the well or wells covered by this permit with a meter or meters prior to producing from the well after December 31, 2002 and shall pay to the District fees in accordance with the fee schedule of the District and the requirements of the District's Rules.
8. The validity of this permit is contingent upon payment by the permittee of all applicable fees as set forth under the District's Rules.
9. No later than February 15 of each year, the permittee of this permit must submit a report to the District in accordance with District Rule 11.3. Permittee may choose to complete twelve (12) months of online reporting by way of the District's online reporting system, in place of the paper form.
10. The permit holder will use reasonable diligence to protect groundwater quality.
11. The permit holder will follow well plugging guidelines at the time of well closure.
12. The permit holder or new well owner shall provide written notice of change of ownership.
13. This permit is issued subject to: (1) the proportional adjustment regulations of the District; (2) any management zone(s); (3) the District's management plan; (4) the District's Rules as they exist now or as they may be amended in the future; (5) the Annual Production Limitations; (6) the Maximum Allowable Pumping Rate; and (7) the continuing right of the District to supervise and regulate groundwater production from the aquifers within the District's boundaries, as authorized by Chapter 36, Texas Water Code, as amended, and the enabling legislation of the District, as amended.
14. The permit holder shall reduce water production as required by the District Rules and orders of the Board, including without limitation Proportional Adjustment Orders issued based on achievement of the District's Desired Future Conditions, other adjustments or a Management Zone.
15. All other matters requested in the application, which are not specifically granted by this permit, are denied.
16. The District makes no representations and shall have no responsibility with respect to the availability or quality of water authorized to be produced under this permit.
17. The District reserves the right to amend the District's Rules to allocate within the District or within a management zone water that is available for production under permits or classes or permits, including reducing the amount of water that may be available for production under such a permits or classes of permits, including this permit.
18. No person shall drill, equip, complete, substantially alter, operate, or produce groundwater from a well in violation of District Rule 2.1. A violation of Rule 2.1 occurs on the first day the unauthorized activity occurs and continues each day thereafter until the permit or amendment is issued, if any.
19. This permit is issued subject to any future production limits adopted by the District under the District rules or Board orders that apply within the District or within the applicable management zone.

- 20. Permits issued that authorize drilling, equipping, completing, or substantially altering the size or capacity of a well shall be valid for a term not to exceed one year from the date of issuance to complete those activities and begin producing in accordance with the terms of the permit, unless the applicant has applied for an been granted an extension. Such extension shall only be granted once and shall not be valid for more than an additional one-year period. Thereafter, the applicant must file a new Operating Permit application. A driller's log, well report, and well completion report must be filed with the District within 60 days of completion as required by Rule 11.2.
- 21. In the event of a conflict between the terms of the permit and the application and information pursuant to which the permit was granted, the terms of the permit shall prevail.

**DATED, ISSUED, AND EXECUTED THIS 14<sup>th</sup> day of September 2021, TO BE EFFECTIVE ON THE 14<sup>th</sup> day of September 2021.**

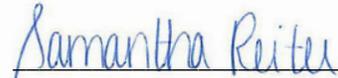
PERMITTEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

DISTRICT:

  
\_\_\_\_\_  
Samantha Stried Reiter  
General Manager  
Lone Star Groundwater Conservation District



RECEIVED  
JAN 11 2022  
Water Availability Division

1.2.22

Ms. Sarah Henderson  
Texas Commission on Environmental Quality  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section  
P. O. Box 13087 MC-160  
Austin, TX 78711-3087

RE: Montgomery County MUD 100  
WPPERM 13778  
CN603086844, RN111320743  
Application No. 13778 for a Water Use Permit  
Montgomery County Texas

Dear Ms. Henderson:

Pursuant to your letter of December 1, 2021, requesting additional information regarding the referenced application submitted by Montgomery County MUD 100 (Applicant), we timely submit the following information.

In reviewing Item 1, Applicant agrees to compensate for the maximum annual evaporation from the reservoirs of 54.98 acre-feet annually. Additionally, attached is a current revised groundwater permit from the Lone Star Groundwater Conservation District (LSGCD). The permit provides for 153.44 acre-feet annually. The development of Montgomery County MUD will occur in phases. Thus, all the water requested in the application will not be needed immediately. The upstream water sales contract with the San Jacinto River Authority (SJRA) of 250 acre-feet, as well as the current groundwater permit of 153.44 acre-feet, will be sufficient to cover the maximum evaporation losses from the reservoirs and the irrigation requirements for the immediate project development. Applicant maintains its request to acquire additional groundwater up to the maximum amount requested in the application of 215 acre-feet. The water will be used for irrigation from Reservoir 3, also the other reservoirs may be supplemented as needed for aesthetic purposes. Diversion for irrigation will be from the perimeter of reservoir of Reservoir 3. The latitude and longitude for Reservoir 3 was provided previously.

Water diverted to the reservoirs will be discharged directly at the perimeter of the reservoirs. The map originally provided gives the latitude and longitude of each reservoir. Please advise if additional information is required.

Diversions from Reservoir 3 will be metered. The upstream water sales contract with the SJRA serves to ensure the maximum evaporation losses from all reservoirs (54.98 acre-feet annually) are offset. Diversions for irrigation (metered) and the 54.98 acre-feet of evaporation losses will not exceed the SJRA contract in combination with the groundwater permits from the LSGCD.

The total number of acres to be irrigated is 257.7 acres out of a 1,215.8665-acre tract.

Fees in the amount of \$226.24 are being remitted to:  
Texas Commission on Environmental Quality, Financial Administration Division, Cashiers Office,  
MC-214, P. O. Box 13088, Austin, TX 78711-3088.

Please advise if any additional information or clarification is required.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jerry Hlozek', with a stylized flourish extending from the end.

Jerry Hlozek, PE  
Development Manager  
Caldwell Companies

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

December 1, 2021

Mr. Jerry Hlozek  
Chambers Telge, LLC  
9955 Barker Cypress Road  
Cypress, Texas 77433

VIA E-MAIL

RE: Montgomery County MUD 100  
WRPERM 13778  
CN603086844, RN111320743  
Application No. 13778 for a Water Use Permit  
Texas Water Code §§ 11.121, 11.042, Requiring Published and Mailed Notice  
Multiple tributaries of the San Jacinto River, San Jacinto River Basin  
Montgomery County

Dear Mr. Hlozek:

This acknowledges receipt, on August 20, 2021, of the referenced application.

Additional information and fees are required before the application can be declared administratively complete.

1. Confirm the volume of groundwater to be conveyed to the reservoirs. Staff notes the amended groundwater permit authorizes 61 acre-feet of groundwater per year. The combined amount available from both alternate sources (groundwater and contract water) does not appear to be sufficient to support maintenance of the reservoirs and the proposed diversions. Staff notes that the application included average annual evaporative losses; however, staff's evaluation will consider maximum annual evaporative losses. Staff calculated the maximum annual evaporative losses to be:

Name	Area	Max Yearly
	Acres	acre-feet
Reservoir 1	12	29.40
Reservoir 2	0.9	2.21
Reservoir 3	2.7	6.62
Reservoir 4	0.9	2.21
Reservoir 6	1.4	3.43
Reservoir 7	0.94	2.30
Reservoir 9	1.1	2.70
Reservoir 10	1.5	3.68
Reservoir 11	1.0	2.45
Total	22.44	54.98

2. Provide a USGS 7.5-minute topographic map (or equivalent) with the location of all diversion points and discharge points for each reservoir clearly marked.

3. Provide a diversion and operational plan that demonstrates that diversions do not exceed the amount discharged from both alternate sources and that all reservoirs will be kept full and spilling, or explaining how evaporation from the reservoirs and diversions will be charged against the water supply contract with the San Jacinto River Authority if the contract water is not directly discharged.
4. Confirm that the total number of acres to be irrigated is 257.7 out of 1,215.8665 acres. Staff notes the application also references a total project area of 1,240.8665 acres.
5. Remit fees in the amount of \$ 226.24 as described below. Please make checks payable to the TCEQ or Texas Commission on Environmental Quality.

Filing Fee	\$ 100.00
Recording Fee	\$ 12.50
<u>Notice Fee (San Jacinto Basin)</u>	<u>\$ 113.74</u>
Total Fees	\$ 226.24
<u>Fees Received</u>	<u>\$ 0.00</u>
<b>Fees Due</b>	<b>\$ 226.24</b>

Please provide the requested information and fees by January 3, 2022 or the application may be returned pursuant to 30 Texas Administrative Code § 281.18.

Staff notes that additional information may be required prior to completion of technical review.

If you have any questions concerning this matter, please contact me via email at [sarah.henderson@tceq.texas.gov](mailto:sarah.henderson@tceq.texas.gov) or by telephone at (512) 239-2535.

Sincerely,

*Sarah E Henderson*

Sarah Henderson, Project Manager  
Water Rights Permitting Team  
Water Rights Permitting and Availability Section

## Sarah Henderson

---

**From:** Herman Settemeyer [REDACTED]  
**Sent:** Wednesday, November 3, 2021 9:31 AM  
**To:** Sarah Henderson  
**Cc:** Jerry Hlozek; J. Stephen Wilcox, P.E., CFM; Armando Rueda; Herman Settemeyer  
**Subject:** Application by Montgomery County MUD No. 100  
**Attachments:** Chambers Creek Irrigation Well Report 21J3397 - 10-18-21.pdf

Sarah, attached is water chemistry information regarding the ground water wells associated with the application by Montgomery County MUD No. 100. Let us know what additional information is required.

Thanks

Herman

Herman Settemeyer  
[REDACTED]  
[REDACTED]



\*This message and any attachments are intended only for the use of the Addressee(s) and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, dissemination of this communication is prohibited. If you have received this communication in error, please erase all copies of the message and its attachments and notify us immediately.\*



November 01, 2021

## Laboratory Report

JC Reno  
Environmental Development Partners  
17495 Village Green Drive  
Houston, TX 77040

The following test results meet all NELAP requirements for analytes for which certification is available. Any deviations from our quality system will be noted in the case narrative. All analyses performed by North Water District Laboratory Services, Inc. unless noted.

For questions regarding this report, contact Monica Martin at 936-321-6060.

Sincerely,

Deena Higginbotham For Monica O. Martin  
Director of Laboratory Services





Environmental Development Partners  
 17495 Village Green Drive  
 Houston, TX 77040

**Reported:**  
 11/01/2021 16:39

### Quality Control

#### General Chemistry

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<b>Batch: BEJ2820 - TDS</b>										
<b>Blank (BEJ2820-BLK1)</b>										
					Prepared: 10/22/2021 Analyzed: 10/25/2021					
Residue-filterable (TDS)	<10.0	U	10.0	mg/L						
<b>LCS (BEJ2820-BS1)</b>										
					Prepared: 10/22/2021 Analyzed: 10/25/2021					
Residue-filterable (TDS)	153		10.0	mg/L	150		102	90-110		
<b>Duplicate (BEJ2820-DUP1)</b>										
			<b>Source: 21J0061-01</b>		Prepared: 10/22/2021 Analyzed: 10/25/2021					
Residue-filterable (TDS)	1070		10.0	mg/L		1050			1.32	10
<b>Batch: BEJ3362 - EPA 300.0</b>										
<b>Duplicate (BEJ3362-DUP1)</b>										
			<b>Source: 21J3765-01RE1</b>		Prepared & Analyzed: 10/27/2021					
Sulfate	57.3		1.00	mg/L		57.1			0.393	15
Chloride	93.2		5.00	mg/L		93.6			0.439	15
<b>Duplicate (BEJ3362-DUP2)</b>										
			<b>Source: 21J0784-01</b>		Prepared & Analyzed: 10/27/2021					
Sulfate	34.0		1.00	mg/L		34.2			0.654	15
Chloride	65.1		5.00	mg/L		50.1			26.0	15
<b>MRL Check (BEJ3362-MRL1)</b>										
					Prepared & Analyzed: 10/27/2021					
Sulfate	1.21		1.00	mg/L	1.00		121	50-150		
Chloride	1.20		1.00	mg/L	1.00		120	50-150		
<b>Matrix Spike (BEJ3362-MS1)</b>										
			<b>Source: 21J3765-01RE1</b>		Prepared & Analyzed: 10/27/2021					
Sulfate	81.4		1.11	mg/L	22.2	57.1	109	80-120		
Chloride	106		5.56	mg/L	11.1	93.6	110	80-120		
<b>Matrix Spike (BEJ3362-MS2)</b>										
			<b>Source: 21J0784-01</b>		Prepared & Analyzed: 10/27/2021					
Sulfate	56.4		1.11	mg/L	22.2	34.2	100	80-120		
Chloride	77.0		5.56	mg/L	11.1	50.1	242	80-120		

\* A = Accredited, N = Not Accredited or Accreditation not available



130 S. Trade Center Parkway, Conroe TX 77385  
Tel: (936) 321-6060  
Email: lab@nwdls.com  
www. NWDLS.com  
TCEQ T104704238-21-33  
TCEQ-TOX T104704202-21-15

Environmental Development Partners  
17495 Village Green Drive  
Houston, TX 77040

**Reported:**  
11/01/2021 16:39

## Sample Condition Checklist

**Work Order: 21J3397**

### Check Points

No	Custody Seals
No	Containers Intact
Yes	COC/Labels Agree
Yes	Received On Ice
Yes	Appropriate Containers
Yes	Appropriate Sample Volume
No	Coolers Intact
Yes	Samples Accepted

\* A = Accredited, N = Not Accredited or Accreditation not available



Environmental Development Partners  
17495 Village Green Drive  
Houston, TX 77040

**Reported:**  
11/01/2021 16:39

## Term and Qualifier Definitions

Item	Definition
B1	Associated method blank is lower than the established quality control criteria.
U	Non-detected compound.
RPD	Relative Percent Difference
%REC	Percent Recovery
Source	Sample that was matrix spiked or duplicated
*	A = Accredited, N = Not Accredited or Accreditation not available
DF	Dilution Factor - the factor applied to the reported data due to sample preparation, dilution, or moisture content
MDL	Method Detection Limit - The minimum concentration of a substance (or analyte) that can be measured and reported with 99% confidence that the analyte concentration is greater than zero. Based on standard deviation of replicate spiked samples take through all steps of the analytical procedure following 40 CFR Part 136 Appendix B.
SDL	Sample Detection Limit - The minimum concentration of a substance (analyte) that can be measured and reported with 99% confidence that the analyte concentration is greater than zero. The SDL is an adjusted limit thus sample specific and accounts for preparation weights and volumes, dilutions, and moisture content of soil/sediments. If there are no sample specific parameters, the MDL = SDL.
MRL	Method Reporting Limit - Analyte concentration that corresponds to the lowest level lab reports with confidence in accuracy of quantitation and without qualification (i.e. J-flagged). The MRL is at or above the lowest calibration standard.
LRL	Laboratory Reporting Limit - Analyte concentration that corresponds to the lowest level lab reports with confidence in accuracy of quantitation and without qualification (i.e. J-flagged). The LRL is an adjusted limit thus sample specific and accounts for preparation weights and volumes, dilutions, and moisture content of soil/sediments. If there are no sample specific parameters, the MRL = LRL.

\* A = Accredited, N = Not Accredited or Accreditation not available



# CHAIN OF CUSTODY RECORD

North Water District Laboratory Services  
 130 S. Trade Center Pkwy, Conroe Tx 77385  
 (936) 321-6060 - lab@nwdls.com



21J3397

TCEQ T104704238 \_ \_ / TCEQ-TOX T104704202 \_ \_

<b>Client:</b> EPP	<b>Project Name :</b>  <b>Project Comments:</b> Chambers Creek Irrigation Well	<b>Schedule Comments:</b>
-----------------------	--	---------------------------

Sample ID	Collection Point	Date/Time Begin	Date/Time Sampled	Sample Type	Container	Analysis/Preservation	Field Results
	Well		10-18-21 11:15	GRAB		Sulfate	
						Chloride	
						TDS	
						ph 7.4	

<b>Remarks</b>							
Sampler (Signature)	Relinquished By: (Signature)	Date/Time	Received By: (Signature)	Date/Time			
Print Name	Relinquished By: (Signature)	Date/Time	Received By: (Signature)	Date/Time			
JC Reno							
Affiliation	Relinquished To Lab By: (Signature)	Date/Time	Received for Laboratory By: (Signature)	Date/Time			
EDC				10/21/21 3:40			
Custody Seal: Yes / No	COC Labels Agree: Yes / No	Appropriate Volume: Yes / No	Received on Ice: Yes / No	Temperature: 3.4 °C			
Container Intact: Yes / No	Appropriate Containers: Yes / No	Coolers Intact: Yes / No	Samples Accepted: Yes / No	Thermometer ID: 20125275			

## Sarah Henderson

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**From:** Herman Settemeyer [REDACTED]  
**Sent:** Friday, August 20, 2021 9:49 AM  
**To:** Sarah Henderson  
**Cc:** Jerry Hlozek; Kathy Counce; J. Stephen Wilcox, P.E., CFM; Becky Nickell; Amy N. Love; Richard Muller (Richard@MullerLawGroup.com); Shima Jalalipour; Brooke McGregor; Herman Settemeyer  
**Subject:** Water Rights Application Montgomery County MUD No. 100  
**Attachments:** Montgomery County MUD100 Technical copy.pdf; Administrative Information Checklist.pdf; signature authorization.pdf; Water Rights MUD Authorization.pdf; TCEQ Transmittal Letter 8-20-21.pdf

Sarah, good morning. I will be putting the Water Rights Application for Montgomery County MUD No. 100 in the mail today. Also, this is the first of several emails you will receive today providing the application and supplemental documents electronically. The first email contains:

- 1) Transmittal Letter for Water Rights Application Montgomery County MUD No. 100.
- 2) TCEQ Water Rights Permitting Application Administrative Checklist.
  
- 3) Certificate of Authority for Stephen Dubois to sign the application.
- 4) Water Use Consent Agreement – Related to Water Rights Application.
- 5) Technical Information Report Water Rights Permitting.

Please review the application and let us know what additional information will be required to fully complete the application. I know there is information associated with the groundwater chemistry, well-drawdown, and the hydraulic dam analysis for Chambers Lake that we will need to provide.

Thanks, and we look forward to working with the TCEQ to complete the application process.

Herman

Herman Settemeyer  
[REDACTED]



\*This message and any attachments are intended only for the use of the Addressee(s) and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, dissemination of this communication is prohibited. If you have received this communication in error, please erase all copies of the message and its attachments and notify us immediately.\*



August 20, 2021

Sarah Henderson  
Water Rights Permitting Team  
Water Availability Division  
Texas Commission on Environmental Quality  
P.O. Box 13087/MC-160  
Austin, TX 78711-3087

Re: Water Rights Permit Application by Montgomery County MUD No. 100

Dear Ms. Henderson:

Enclosed is an application by Montgomery County MUD No. 100 for a Water Rights Permit Application in Montgomery County, Texas. The application contains the following documents:

1. TCEQ Water Rights Permitting Application Administrative Checklist.
2. Certificate of Authority for Stephen Dubois to sign the application.
3. Water Use Consent Agreement – Related to Water Rights Application
4. Technical Information Report Water Rights Permitting.
5. Attachment 1 - Addendum Regarding State and Regional Water Plans.
6. Attachment 2 - Dam Safety Permitting Evaluation.
7. Attachment 3 - Worksheet 2.0 Supplement Impoundment/Dam Information.
8. Attachment 4 - Worksheet 3.0 Diversion Point Information.
9. Attachment 5 - Worksheet 5.0 Environmental Information.
10. Attachment 6 - Summary of Request Water Rights Application.
11. Attachment 7 - Map of Project and Reservoirs.
12. Attachment 8 - Worksheet 4.0 Discharge Information.
13. Attachment 9 - Worksheet 4.0 Evaporation and Carriage Losses.
14. Assumption Special Warranty Capital Contribution Deed.
15. Special Warranty Deed.
16. TWC Chapter 8119 Montgomery County MUD NO. 100.
17. Application for New Small Volume Groundwater User Operating Permit – Lone Star Groundwater Conservation District.

18. Application to amend Small Volume Groundwater User Operating Permit – Lone Star Groundwater Conservation District.
19. Order Dividing District into Three Districts.
20. Water Supply Contract with San Jacinto River Authority and Assignment of Water Supply Contract.

Please advise of any additional information or clarification that may be required to complete the application. Also, can you advise of the required fees required to process the application. Montgomery County MUD No. 100 looks forward to working with the TCEQ to timely process this application.

Sincerely,

Herman R. Settemeyer, P. E.  
Partner RSAH2O, LLC.

# 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): Montgomery County MUD 100

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

Y/N

- Administrative Information Report**
- Additional Co-Applicant Information
- Additional Co-Applicant Signature Pages
- Written Evidence of Signature Authority
- Technical Information Report**
- USGS Map (or equivalent)
- Map Showing Project Details
- Original Photographs
- Water Availability Analysis
- Worksheet 1.0**
- Recorded Deeds for Irrigated Land
- Consent For Irrigation Land
- Worksheet 1.1**
- Addendum to Worksheet 1.1
- Worksheet 1.2**
- Addendum to Worksheet 1.2
- Worksheet 2.0**
- Additional W.S 2.0 for Each Reservoir
- Dam Safety Documents
- Notice(s) to Governing Bodies
- Recorded Deeds for Inundated Land
- Consent For Inundation Land

Y/N

- Worksheet 3.0**
- Additional W.S 3.0 for each Point
- Recorded Deeds for Diversion Points
- Consent For Diversion Access
- Worksheet 4.0**
- TPDES Permit(s)
- WWTP Discharge Data
- 24-hour Pump Test
- Groundwater Well Permit
- Signed Water Supply Contract
- Worksheet 4.1**
- Worksheet 5.0**
- Addendum to Worksheet 5.0
- Worksheet 6.0**
- Water Conservation Plan(s)
- Drought Contingency Plan(s)
- Documentation of Adoption
- Worksheet 7.0**
- Accounting Plan
- Worksheet 8.0**
- Fees

**For Commission Use Only:**

Proposed/Current Water Right Number: \_\_\_\_\_

Basin: \_\_\_\_\_ Watermaster area Y/N: \_\_\_\_\_

# ADMINISTRATIVE INFORMATION REPORT

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

**\*\*\*Applicants are strongly encouraged 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.**

## I. 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."

See attached memorandum Summary of Request. Attachment 6

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## 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?

Montgomery County Municipal Utility District No. 100

*(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: Stephen Debois

Title: Board President

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

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: Stephen Debois

Mailing Address: 202 Century Sq Blvd

City: Sugar Land

State: Texas

ZIP Code: 77478

Indicate an X next to the type of Applicant:

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

For Corporations or Limited Partnerships, provide:

State Franchise Tax ID Number: \_\_\_\_\_ SOS Charter (filing) Number: \_\_\_\_\_

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

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

First and Last Name: Jerry Hlozek

Title: Development Manager

Organization Name: Chamber Telge, LLC

Mailing Address: 9955 Barker Cypress Road

City: Cypress

State: TX

ZIP Code: 77433

Phone No.: 713-690-0000

Extension:

Fax No.:

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 No.:

Extension:

Fax No.:

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).

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

**6. SIGNATURE PAGE (Instructions, Page. 11)**

Applicant:

Stephen DeBois Board President

I, \_\_\_\_\_  
(Typed or printed name) (Title)

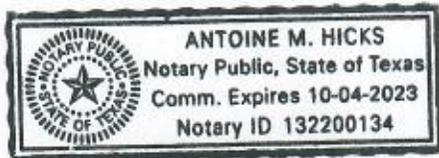
certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the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

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

Signature: [Handwritten Signature] Date: 6/8/21  
(Use blue ink)

Subscribed and Sworn to before me by the said  
on this 8th day of June, 2021.  
My commission expires on the 4th day of October, 2023.

[Handwritten Signature]  
Notary Public  
Harris  
County, Texas



[SEAL]

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

CERTIFICATE OF AUTHORITY

I, the undersigned officer Montgomery County Municipal Utility District No. 100 ("District"), a municipal utility district created and operating under and pursuant to Chapter 8119, Texas Special District Local Laws Code, and Chapters 49 and 54, Texas Water Code, hereby certify that:

1. Stephen Dubois is the President of the Board of Directors of the District;
2. In such capacity he executed the Texas Commission on Environmental Quality Water Rights Permitting Application, and other documents related to water rights for the District ("Water Rights Documents"); and
3. Stephen Dubois, as the President of the Board of Directors, is authorized to execute any and all documents in connection with the water rights of the District, including, but not limited to, the Water Rights Documents.

WITNESS MY HAND, this the 12<sup>th</sup> day of July, 2021.

Montgomery County Municipal Utility District No. 100

Andrew G Flaniken

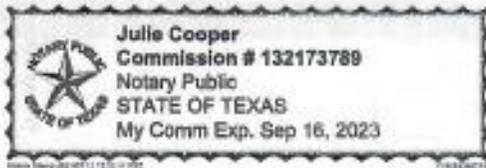
By: \_\_\_\_\_  
Name: Andrew Flaniken  
Title: Vice President

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on July 12, 2021, by Andrew Flaniken, as Vice President of Montgomery County Municipal Utility District No. 100.

(NOTARY SEAL)



Julie Cooper

Notary Public, State of Texas

13262584 DocVerify.com 8/16/21 11:14:05 AM Remuda Notary





### Certificate of Authority.pdf

DocVerify ID: 13A6DFAB-CAC2-43DC-8D92-C201AE7DF1C3  
 Created: July 12, 2021 15:14:08 -6:00  
 Pages: 1  
 Remote Notary: Yes / State: TX

This document is a DocVerify document or the document name above. It was created by a notary or on the behalf of a notary, and is also a DocVerify document. It was created for the purposes of Electronic Signatures and/or Electronic Notary. It was created with the DocVerify veriCheck system. This remote online document is involved.

Go to [DocVerify.com](#) to verify the authenticity of this or any other DocVerify Verified document.

### E-Signature Summary

**E-Signature 1: Andrew S Flaniken (AF)**  
 July 12, 2021 15:22:11 -6:00 [59FED0A34E33] [162.136.42.1]  
 andrew.flaniken@thehartford.com (Principal) (Personally Known)

**E-Signature Notary: Julie Cooper (JC)**  
 July 12, 2021 15:22:11 -6:00 [F785583567F0] [184.80.241.146]  
 julie@mullerlawgroup.com

I, Julie Cooper, did witness the participants named above electronically sign this document.



View this document in Adobe Reader  
 or scan the QR code to verify the document.





## WATER USE CONSENT AGREEMENT RELATED TO WATER RIGHTS PERMIT APPLICATION

This Water Use Consent Agreement is provided by Chambers Telge, LLC. (Agreement). This Agreement pertains to lands conveyed from CC Telge Road, LLC to Chambers Telge, LLC via deed dated December 4, 2018. The lands conveyed are described in the deed as 21.11, 461.996, and 429.0 acre-tracts in Montgomery County, Texas. Additionally, the Agreement pertains to a 303.7569 acre-tract of land conveyed by Michael G. Manners to Chamber Telge, LLC via a Special Warranty Deed dated February 5, 2019. The property boundary is described on Attachment 7 of the Water Rights Application and includes 1215.8665 acres.

Chambers Telge LLC owns the 1215.8665 acres associated with this project. Montgomery County MUD No. 100 was created via Chapter 8119 Texas Water Code and subsequently subdivided creating Montgomery County MUD Nos. 100 (349.986 acres), 171 (191.147 acres) and 172 (217.857 acres). The remaining acreage is within Montgomery County MUD 101, which like Montgomery County MUD 100, has subsequently been subdivided into additional MUDs. Montgomery County MUD 100 is currently in the process of setting up the Master District (MUD 170), which will ultimately own all Master District facilities including the dams and lakes. However, that won't occur for some time because there is no need to spend resources operating a District when there are no residents or facilities. So, for the Water Rights Permit, Montgomery County MUD 100 is the applicant.

Montgomery County MUD No. 100 proposes to upgrade the nine existing on-channel reservoirs initially constructed for domestic and livestock purposes and use such reservoirs for in place recreational/amenity purposes within the planned subdivision in Montgomery County. Montgomery County MUD No. 100 additionally proposes to divert water from Reservoir No. 1 to irrigate 257.7 acres of common areas and a golf course within the 1,240.8665-acre project area. The reservoirs are located on Chambers Creek and unnamed tributaries of Chambers Creek, tributary of Weirs Creek, tributary of the San Jacinto River. Two previously existing reservoirs are being removed.

Montgomery County MUD No. 100 plans to maintain and supplement the reservoirs with water from two sources. The first source is groundwater obtained via permits from the Lone Star Groundwater Conservation District (LSGCD). The groundwater will be used for irrigation and to maintain Reservoirs 1 and 3, but the other reservoirs may be supplemented as needed. Additionally, Montgomery County MUD No. 100 has a water sales contract with the San Jacinto River Authority (SJRA) to supplement and maintain the water supply in the reservoirs. The contracted SJRA water can be diverted from Lake Conroe as it backs onto the property. It additionally serves as an upstream sales contract to cover the evaporation losses from the reservoirs. No additional unappropriated water is requested.

The Montgomery County MUD No. 100 was created to supply water to the planned development. A discharge permit from the TCEQ has been obtained by Montgomery County MUD No. 100; however, applicant does not plan to use this water to supplement the reservoirs or to irrigate the common areas.

The reservoirs and facilities are shown on Attachment 7 to the Water Rights Application.

Montgomery County MUD No. 100 also proposes to divert 465 acre-feet annually at a maximum diversion rate of 2,150 gpm from Reservoir No.1 on Chambers Creek for irrigation of the common and golf course areas within the





project. This water will be from the groundwater discharged into the reservoir, and/or contract water from SJRA. The contracted SJRA water will be diverted from Lake Conroe at a rate of 2,000 gpm.

Montgomery County MUD No. 100 plans to construct an overflow pipeline which will carry a portion of the water that overflows from Reservoir No. 6 to Reservoir No. 1. Additionally, Reservoir No. 1 and Reservoir No. 3 will be interconnected via a constant level pipeline which will enable water to move either direction from the reservoirs to keep them at a constant level. Groundwater wells are located near Reservoir No. 1 and Reservoir No. 3 and will be used to maintain the reservoirs.

Chambers Telge, LLC hereby provides consent for Montgomery County MUD No. 100 to:

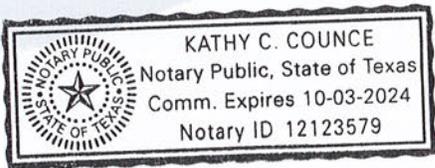
- 1) apply to the Texas Commission on Environmental Quality for a water rights permit on the described 1215.8665 acre-tract;
- 2) to use, upgrade, and maintain the dams and reservoirs on the property as described above;
- 3) irrigate the described lands;
- 4) divert water from the sources described above to irrigate the lands and maintain the reservoirs; and
- 5) use the water in accordance with the terms and conditions authorized by the Water Rights Permit and only in accordance with the terms and conditions authorized by the Water Rights Permit.

  
 \_\_\_\_\_  
 Jerry Hlozek, Vice President  
 Chambers Telge, LLC

THE STATE OF TEXAS       §  
   §  
 COUNTY OF HARRIS       §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Jerry Hlozek, Vice President of Chambers Telge LLC, a limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 18th day of August, 2021.



  
 \_\_\_\_\_  
 Notary Public in and for the State of Texas



# 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, Applicant are directed to submit additional Worksheets (provided herein). A completed Administrative Information Report is also required for each application.

**Applicants are strongly encouraged 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 call Water Availability Division at (512) 239-4600 to schedule a meeting.** Applicant attended a pre-application meeting with TCEQ Staff for this Application? Y / N Yes (If yes, date : 12-21-20 & 5-26-21).

### 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 Yes
- 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 No (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 No*

- c. Applicant requests to extend an existing Term authorization or to make the right permanent? Y / N No (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: N/A

Applicant requests to sever and combine existing water rights from one or more Permits or Certificates into another Permit or Certificate? Y / N No (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 No

*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 No

*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 No

*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 No

*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 No

*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 / NNo \_\_\_\_\_ *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/NNo \_\_\_\_\_

*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 / NNo \_\_\_\_\_

*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 / NNo \_\_\_\_\_

*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 / NNo \_\_\_\_\_

*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 / NYes \_\_\_\_\_

*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”:

See Attachment 1: Addendum Regarding the State and Regional Water Plans

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b. Did the Applicant perform its own Water Availability Analysis? Y / N <sup>No</sup>\_\_\_\_\_

*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 <sup>Yes</sup>\_\_\_\_\_

# 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-foot) <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>
215	Groundwater Permits - Lone Star Groundwater Conservation District	Recreation/Aminity and Irrigation	Montgomery County
250	Surface Water Contract SJRA	Recreation/Aminity and Irrigation	Montgomery County
227.7	San Jacinto River Basin/ Groundwater/Contract	Total reservoir capacity Recreation/Aminity/ Irrigation	Montgomery 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 257.7 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 1215.8665 acres in Montgomery County, TX.

ii) Location of land to be irrigated: In the William Weir Original Survey No.                     , Abstract No. 42.

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

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

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

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

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

Quantity (acre-foot)	Existing Purpose(s) of Use	Proposed Purpose(s) of Use*	Existing Place(s) of Use	Proposed Place(s) of Use**
N/A				

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

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

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

b. For any request which adds Agricultural purpose of use or changes the place of use for Agricultural rights, provide the following location information regarding the lands to be irrigated:

i. Applicant proposes to irrigate a total of \_\_\_\_\_ acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of \_\_\_\_\_ acres in \_\_\_\_\_ County, TX.

ii. Location of land to be irrigated: In the \_\_\_\_\_ Original Survey No. \_\_\_\_\_, Abstract No. <sup>42</sup>\_\_\_\_\_.

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

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

c. Submit Worksheet 1.1, Interbasin Transfers, for any request to change the place of use which moves State Water to another river basin.

d. See Worksheet 1.2, Marshall Criteria, and submit if required.

e. See Worksheet 6.0, Water Conservation/Drought Contingency, and submit if required.

# WORKSHEET 1.1

## INTERBASIN TRANSFERS, TWC § 11.085

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

Applicant requests to transfer State Water to another river basin within the State? Y / N No

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

N/A

- 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 such amendments which include changes in use, changes in place of use, or other non-substantive changes in a water right (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 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: Reservoir No. 1 (Chambers Lake)
- b. Provide amount of water (in acre-feet) impounded by structure at normal maximum operating level: 142.2.
- c. The impoundment is on-channel<sup>x</sup> \_\_\_\_\_ or off-channel \_\_\_\_\_ (mark one)
- Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? Y / N Yes
  - 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 Yes
- d. Is the impoundment structure already constructed? Y / N Yes
- For already constructed **on-channel** structures:
    - Date of Construction: Circa 1950's
    - Was it constructed to be an exempt structure under TWC § 11.142? Y / N Yes
      - If Yes, is Applicant requesting to proceed under TWC § 11.143? Y / N No
      - If No, has the structure been issued a notice of violation by TCEQ? Y / N No
    - Is it a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure? Y / N No
      - If yes, provide the Site No. \_\_\_\_\_ and watershed project name \_\_\_\_\_;
      - Authorization to close "ports" in the service spillway requested? Y / N No
  - For **any** proposed new structures or modifications to structures:
    - 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 Yes  
Provide the date and the name of the Staff Person See Attachment 2
    - As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:
      - No additional dam safety documents required with the Application. Y / N No
      - Plans (with engineer's seal) for the structure required. Y / N Yes
      - Engineer's signed and sealed hazard classification required. Y / N Yes
      - Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. Y / N Yes

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<sup>Yes</sup>

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

1. Surface area (in acres) of on-channel reservoir at normal maximum operating level: 12.0.
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<sup>No</sup>  
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): Chambers Creek
- b. Zip Code: 77318
- c. In the William Weir Original Survey No. \_\_\_\_\_, Abstract No. 42,  
Montgomery County, Texas.

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

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

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

Latitude 30.448997 °N, Longitude -95.511370 °W.

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

- di. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): GIS
- dii. Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. Y / N<sup>Yes</sup>

# WORKSHEET 3.0

## DIVERSION POINT (OR DIVERSION REACH) INFORMATION

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

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

### 1. Diversion Information (Instructions, Page. 24)

- a. This Worksheet is to add new (select 1 of 3 below):
1.   1   Diversion Point No.
  2.        Upstream Limit of Diversion Reach No.
  3.        Downstream Limit of Diversion Reach No.
- b. Maximum Rate of Diversion for **this new point** \_\_\_\_\_ cfs (cubic feet per second)  
or <sup>2150</sup> \_\_\_\_\_ gpm (gallons per minute)
- c. Does this point share a diversion rate with other points? **Y / N** Yes  
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* \_\_\_\_\_ cfs or <sup>4150</sup> \_\_\_\_\_ gpm
- d. For amendments, is Applicant seeking to increase combined diversion rate? **Y / N** N/A

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

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

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

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

Applicant has calculated the drainage area. **Y / N** No

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): Chambers Creek (Chambers Lake)
- b. Zip Code: 77318
- c. Location of point: In the William Weir Original Survey No. \_\_\_\_\_, Abstract No. 42, Montgomery 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 30.448997 °N, Longitude -95.511370 °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): GIS
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38.
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

## WORKSHEET 4.0 DISCHARGE INFORMATION

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

- a. The purpose of use for the water being discharged will be Recreation/Aminity/Irrigation.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses \_\_\_\_\_% and explain the method of calculation: See Attachment 9

Is the source of the discharged water return flows? No Y / N \_\_\_\_\_ If yes, provide the following information:

1. The TPDES Permit Number(s). \_\_\_\_\_ (attach a copy of the **current** TPDES permit(s))
2. Applicant is the owner/holder of each TPDES permit listed above? Y / N \_\_\_\_\_

*PLEASE NOTE: If Applicant is not the discharger of the return flows, 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, 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) \_\_\_\_\_.
- c. 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: Gulf Coast Aquifer
2. Any 24 hour pump test for the well if one has been conducted. 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 See Attachment 8.
3. Indicate how the groundwater will be conveyed to the stream or reservoir.
4. A copy of the groundwater well permit if it is located in a Groundwater Conservation District (GCD) or evidence that a groundwater well permit is not required.

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

- cii. Identify any other source of the water Surface water runoff

# 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 465 acre-feet per year. The discharged amount should include the amount needed for use and to compensate for any losses.
- b. Water will be discharged at this point at a maximum rate of \_\_\_\_\_ cfs or 2,000 gpm.
- c. Name of Watercourse as shown on Official USGS maps: Chambers Creek
- d. Zip Code 77318
- f. Location of point: In the William Weir Original Survey No. \_\_\_\_\_, Abstract No. 42, Montgomery County, Texas.
- g. Point is at:  
Latitude 30.448997 °N, Longitude -95.511370 °W.  
***\*Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***
- h. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): GIS

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

# WORKSHEET 5.0

## ENVIRONMENTAL INFORMATION

### 1. Impingement and Entrainment

This section is required for any new diversion point that is not already authorized. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on any new diversion structure that is not already authorized in a water right). **Instructions, Page 29.**

Applicants will use a screen on the diversion pump to avoid impingement and entrainment of aquatic organisms. Additional information in Attachment 5 for Worksheet 5.0.

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### 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

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 map submitted with the application indicating the location of the photograph and the direction of the shot.
2. If the application includes a proposed reservoir, also include:
  - i. A brief description of the area that will be inundated by the reservoir.
  - ii. If a United States Army Corps of Engineers (USACE) 404 permit is required, provide the project number and USACE project manager.
  - iii. A description of how any impacts to wetland habitat, if any, will be mitigated if the reservoir is greater than 5,000 acre-feet.

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

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

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

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

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

- iii. If groundwater will be used, provide the depth of the well\_\_\_\_\_and the name of the aquifer from which water is withdrawn Gulf Coast Aquifer.

# WORKSHEET 6.0

## Water Conservation/Drought Contingency Plans

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

**Instructions, Page 31.**

*The TCEQ has developed guidance and model plans to help applicants prepare plans. Applicants may use the model plan with pertinent information filled in. For assistance submitting a plan call the Resource Protection Team (Water Conservation staff) at 512-239-4600, or e-mail [wras@tceq.texas.gov](mailto: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 N/A**

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 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 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.



## Sarah Henderson

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**From:** Herman Settemeyer [REDACTED]  
**Sent:** Friday, August 20, 2021 10:04 AM  
**To:** Sarah Henderson  
**Cc:** Jerry Hlozek; Kathy Counce; J. Stephen Wilcox, P.E., CFM; Becky Nickell; Amy N. Love; Richard Muller (Richard@MullerLawGroup.com); Shima Jalalipour; Brooke McGregor; Herman Settemeyer  
**Subject:** Water Rights Permit Application by Montgomery County MUD No. 100  
**Attachments:** Attachment 1 Information State and Regional Water Plans Final.pdf; Attachment 2 - Dam Safety Evaluation\_Final copy.pdf; Attachment 3 WORKSHEET 2.0 ImpoundmentDam Information Final.pdf; ATTACHMENT 4 Diversion Lake Conroe Final.pdf; Attachment 6 Summary of Request.pdf; Attachment 5 Environmental.pdf; Attachment 7 - Reservoir copy.pdf

Sarah, this is the second email that provides:

1. Attachment 1 - Addendum Regarding State and Regional Water Plans.
2. Attachment 2 - Dam Safety Permitting Evaluation.
3. Attachment 3 - Worksheet 2.0 Supplement Impoundment/Dam Information.
4. Attachment 4 - Worksheet 3.0 Diversion Point Information.
5. Attachment 5 - Worksheet 5.0 Environmental Information.
6. Attachment 6 - Summary of Request Water Rights Application.
7. Attachment 7 - Map of Project and Reservoirs.

Herman Settemeyer  
[REDACTED]  
[REDACTED]



\*This message and any attachments are intended only for the use of the Addressee(s) and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, dissemination of this communication is prohibited. If you have received this communication in error, please erase all copies of the message and its attachments and notify us immediately.\*



Date: March 26, 2021

To: TCEQ, Water Rights Permitting

From: Herman R. Settemeyer, P. E.  
RSAH2O, LLC

Subject: Attachment 1  
Addendum Regarding State and Regional Water Plans  
Montgomery County MUD No. 100  
Water Use Permit Application  
Montgomery County, Texas

Montgomery County MUD No. 100 proposes to upgrade nine existing reservoirs initially constructed for domestic and livestock purposes and use such reservoirs for in place recreational/amenity purposes within a planned subdivision in Montgomery County. Montgomery County MUD No. 100 additionally proposes to divert water from Reservoir No. 1 to irrigate 257.7 acres of common areas and a golf course within the 1,240.8665-acre project area. The reservoirs are located on Chambers Creek and unnamed tributaries of Chambers Creek, tributary of Weirs Creek, tributary of the San Jacinto River.

Applicant Montgomery County MUD No. 100 is located in Region H TWDB Regional Planning Group. The application is consistent with the current 2017 State Water Plan which supports irrigation and recreational (amenity) uses. Recreation/amenity and irrigation are beneficial uses as prescribed by the Texas Water Code and are consistent with the State Water Plan. There is nothing in the application that is in conflict with the State Water Plan.

Montgomery County MUD No. 100 plans to maintain and supplement the reservoirs with water from two sources. The first source is groundwater obtained via permits from the Lone Star Groundwater Conservation District. The groundwater will be used primarily to maintain Reservoirs 1 and 3, but the other reservoirs may be supplemented as needed. Additionally, Montgomery County

MUD No. 100 has entered into a water sales contract with the San Jacinto River Authority (SJRA) to supplement the water supply in the reservoirs. The contracted SJRA water will be diverted from Lake Conroe as it backs onto the property owned by Montgomery County MUD No. 100 and serve as an upstream water supply contract to make up the evaporation losses from the reservoirs. No additional unappropriated water is requested.



## MEMORANDUM

To: TCEQ  
From: Stephen Wilcox, P.E., CFM  
Date: April 19, 2021

**RE: Attachment 2 – Dam Safety Permitting Evaluation**

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This memorandum is in regard to the existing reservoirs on the subject tract and planned modifications and permitting activities that will be required under the TCEQ Dam safety requirements to aid in informing the water rights permit process. Applicant's representatives (Jerry Hlozek, Stephen Wilcox, and Herman Settemeyer met with Warren Samuelson on March 23, 2021. The included **Attachment 7** depicts the location of each reservoir that was identified and analyzed as part of this analysis. The exhibit provides the current dam height and total storage volumes for each, along with the final normal storage capacities for each. Below is a listing of each reservoir and a brief description of the activities to be performed for each.

Generally, each reservoir will be demucked and regraded to meet aesthetic requirements and to establish a quality ecologically function reservoir. This will include 4:1 side slopes and a minimum depth of 6-feet of permanent storage. Volume numbers have been computed utilizing these proposed assumptions.

### **Reservoir 1 – Chambers Lake**

Reservoir 1 is Chambers Lake Dam is approximately 25.7-feet in height with a total storage volume of 176.8 ac-ft. This reservoir is in the TCEQ dam inventory database as reservoir number TX00118. Currently a Dam Breach Analysis and establishment of the inundation floodplain for the design PMF is being developed. No structures are proposed to be placed in the inundation floodplain of the dam. The breach analysis and construction plans of needed the dam modifications will be provided to the TCEQ Dam Safety office for their review and approval. The lake is planned to be demucked with regrading of the side slopes to allow for aesthetic improvements.

### **Reservoir 2**

Reservoir 2 is a small capacity reservoir with approximately 5.4 ac-ft of total storage at the top of the dam and a dam height of 9.5-feet. Demucking and cleaning of the edges of the lake are proposed. No improvements exist or are proposed in the inundation zone as this reservoir discharges directly to Chambers Creek.

### **Reservoir 3**

Reservoir 3 is a small capacity reservoir with approximately 35.3 ac-ft of total storage at the top of the dam and a dam height of 13.8-feet. Demucking and cleaning of the edges of the lake are proposed. No improvements exist or are proposed in the inundation zone below this reservoir.

### **Reservoir 4**

Reservoir 4 is a small capacity reservoir with approximately 6.4 ac-ft of total storage at the top of the dam and a dam height of 11.4 feet. Demucking and cleaning of the edges of the lake are proposed. No improvements exist or are proposed in the inundation zone below this reservoir. Reservoir 4 drains into Reservoir 3 which will be maintained.

### **Reservoir 5 – Being Removed**

Reservoir 5 is a small capacity reservoir with approximately 4.4 ac-ft of total storage at the top of the dam and a dam height of 12.1-feet. This reservoir is planned to be removed.

### **Reservoir 6**

Reservoir 6 is a small capacity reservoir with approximately 13.9 ac-ft of total storage at the top of the dam and a dam height of 12-feet. Demucking and cleaning of the edges of the lake are proposed. In the existing condition, Reservoir 6 drains to a tributary of Weirs Creek (of which Chambers Creek is within). In the proposed condition, the low flows will be diverted to Reservoir 1 via an underground storm sewer system. Extreme event flows are proposed to continue south along the tributary. No improvements exist or are proposed in the inundation zone below this reservoir. The Reservoir 1 Dam Breach Analysis provides for the drainage area of this reservoir in the breach analysis and development of the inundation floodplain. Further detail will be provided to the TCEQ in the Dam Breach Analysis report.

### **Reservoir 7**

Reservoir 7 is a small capacity reservoir with approximately 10.8 ac-ft of total storage at the top of the dam and a dam height of 15.7-feet. Demucking and cleaning of the edges of the lake are proposed. No improvements exist or are proposed in the inundation zone as this reservoir discharges directly to a tributary of Weirs Creek.

### **Reservoir 8 – Being Removed**

Reservoir 8 is a small capacity reservoir with approximately 5.2 ac-ft of total storage at the top of the dam and a dam height of 13-feet. This reservoir is planned to be removed.

### **Reservoir 9**

Reservoir 9 is a small capacity reservoir with approximately 12.2 ac-ft of total storage at the top of the dam and a dam height of 15.5-feet. Demucking and cleaning of the edges of the lake are proposed. No improvements exist or are proposed in the inundation zone as this reservoir discharges directly to Reservoir 10.

### **Reservoir 10**

Reservoir 10 is a small capacity reservoir with approximately 16.5 ac-ft of total storage at the top of the dam and a dam height of 15.6-feet. Demucking and cleaning of the edges of the lake are proposed. No improvements exist or are proposed in the inundation zone as this reservoir discharges directly to a tributary of Chambers Creek and then into Chambers Creek.

### **Reservoir 11**

Reservoir 10 is a small capacity reservoir with approximately 8.5 ac-ft of total storage at the top of the dam and a dam height of 10.1-feet. Demucking and cleaning of the edges of the lake are proposed. No improvements exist or are proposed in the inundation zone as this reservoir discharges directly to a tributary of Chambers Creek and then into Chambers Creek.

## Attachment 3

### WORKSHEET 2.0 Supplement

#### 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).*

#### **Storage Information (Instructions, Page. 21)**

Official USGS name of reservoir, if applicable: **Reservoir No. 2**

Provide amount of water (in acre-feet) Impounded by structure at normal maximum operating level: **4.1**

The impoundment is on-channel or off-channel (mark one) **On-Channel**

Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? **Y / N Yes**

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 Yes**

Is the impoundment structure already constructed? **Y / N Yes**

For already constructed **on-channel** structures:

Date of Construction: **Circa 1950's**

Was it constructed to be an exempt structure under TWC§11.142? **Yes**

If Yes, is Applicant requesting to proceed under TWC § 11.143? **No** If No, has the structure been issued a notice of violation by TCEQ? **No**

Is it a U. S. Natural Resources Conservation Service (NRCS) formally Soil Conservation Service (SCS) floodwater-retarding structure? **No**

If yes, provide the Site No. and watershed project name; **N/A**

Authorization to close "ports" in the service spillway requested? **Y / N No**

For **any** proposed new structures or modifications to structures:

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? **Yes, see Attachment 2.**

Provide the date and the name of the Staff Person **Alexander Wallen/John Gerhart 8/27/20 and Warren Samuelson 3/23/21**

As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that: **See Attachment 2**

No additional dam safety documents required with the Application. **See Attachment 2**

Plans (with engineer's seal) for the structure required. **See Attachment 2**

Engineer's signed and sealed hazard classification required. **See Attachment 2**

Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. **See Attachment 2**

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? **Yes**

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

Surface area (in acres) of on-channel reservoir at normal maximum operating level: **0.9**

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. **No**

If yes, the drainage area is XXX sq. miles.  
*(If assistance is needed, call the Surface Water Availability Team prior to submitting the application, (512) 239-4600).*

## **Structure Location (Instructions, Page. 23)**

On Watercourse (if on-channel) (USGS name): **Chambers Creek, tributary of Shepard Branch, tributary of San Jacinto River**

Zip Code: **77318**

In the **William Weir** Original Survey No. , Abstract No. **42, Montgomery 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.***

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

Latitude **30.449200** Degrees N, Longitude **-95.512873** Degrees W

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

Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): **GIS**

Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. **Yes**

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).*

### **Storage Information (Instructions, Page. 21)**

Official USGS name of reservoir, if applicable: **Reservoir No. 3**

Provide amount of water (in acre-feet) Impounded by structure at normal maximum operating level: **29.8**

The impoundment is on-channel or off-channel (mark one) **On-Channel**

Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? **Y / N Yes**

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 Yes**

Is the impoundment structure already constructed? **Y / N Yes**

For already constructed **on-channel** structures

Date of Construction: **Circa 1950's**

Was it constructed to be an exempt structure under TWC§11.142? **Yes**

If Yes, is Applicant requesting to proceed under TWC § 11.143? **No**

If No, has the structure been issued a notice of violation by TCEQ? **No**

Is it a U. S. Natural Resources Conservation Service (NRCS) formally Soil Conservation Service (SCS) floodwater-retarding structure? **No**

If yes, provide the Site No. and watershed project name; **N/A**

Authorization to close "ports" in the service spillway requested? **Y / N No**

For **any** proposed new structures or modifications to structures:

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? **Yes**

Provide the date and the name of the Staff Person **Alexander Wallen/John Gerhart 8/27/20**  
**and Warren Samuelson 3/23/21**

As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:

No additional dam safety documents required with the Application. **See Attachment 2**

Plans (with engineer's seal) for the structure required. **See Attachment 2**

Engineer's signed and sealed hazard classification required. **See Attachment 2**

Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. **See Attachment 2**

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?  
**Yes**

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

Surface area (in acres) of on-channel reservoir at normal maximum operating level: **2.7**

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. **No**

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

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

## **Structure Location (Instructions, Page. 23)**

On Watercourse (if on-channel) (USGS name): **Unnamed tributary Chambers Creek, tributary Shepard Branch, tributary San Jacinto River**

Zip Code: **77318**

In the **William Weir** Original Survey No. , Abstract No. **42, Montgomery 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.***

A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off channel) is: Latitude **30.445857** Degrees N, Longitude **-95.511841** Degrees W

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

Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): **GIS**

Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. **Yes**

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).*

### **Storage Information (Instructions, Page. 21)**

Official USGS name of reservoir, if applicable: **Reservoir No. 4**

Provide amount of water (in acre-feet) Impounded by structure at normal maximum operating level: **5.8**

The impoundment is on-channel or off-channel (mark one) **On-Channel**

Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? **Y / N Yes**

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 Yes**

Is the impoundment structure already constructed? **Y / N Yes**

For already constructed **on-channel** structures

Date of Construction: **Circa 1950's**

Was it constructed to be an exempt structure under TWC§11.142? **Yes**  
If Yes, is Applicant requesting to proceed under TWC § 11.143? **No**

If No, has the structure been issued a notice of violation by TCEQ? **No**

Is it a U. S. Natural Resources Conservation Service (NRCS) formally Soil Conservation Service (SCS)) floodwater-retarding structure? **No**

If yes, provide the Site No. and watershed project name; **N/A**

Authorization to close "ports" in the service spillway requested? **Y / N No**

For **any** proposed new structures or modifications to structures:

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? **Yes**

Provide the date and the name of the Staff Person **Alexander Wallen/John Gerhart 8/27/20 and Warren Samuelson 3/23/21**

As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that: No additional dam safety documents required with the Application. **See Attachment 2**

Plans (with engineer's seal) for the structure required. **See Attachment 2**

Engineer's signed and sealed hazard classification required. **See attachment 2**

Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. **See Attachment 2**

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? **Yes**

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

Surface area (in acres) of on-channel reservoir at normal maximum operating level: **0.9**

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. **No**

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

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

## Structure Location (Instructions, Page. 23)

On Watercourse (if on-channel) (USGS name): **Unnamed tributary Chambers Creek, tributary Shepard Branch, tributary San Jacinto River**

Zip Code: **77318**

In the **William Weir** Original Survey No. , Abstract No. **42**, **Montgomery 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.***

A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off channel) is: Latitude **30.444589** Degrees N, Longitude **-95.509173** Degrees W

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

Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): **GIS**

Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. **Yes**

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).*

## **Storage Information (Instructions, Page. 21)**

Official USGS name of reservoir, if applicable: **Reservoir No. 6 (Lake Ann)**

Provide amount of water (in acre-feet) Impounded by structure at normal maximum operating level: **5.0**

The impoundment is on-channel or off-channel (mark one) **On-Channel**

Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? **Y / N Yes**

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 Yes**

Is the impoundment structure already constructed? **Y / N Yes**

For already constructed **on-channel** structures

Date of Construction: **Circa 1950's**

Was it constructed to be an exempt structure under TWC§11.142? **Yes**

If Yes, is Applicant requesting to proceed under TWC § 11.143? **No**

If No, has the structure been issued a notice of violation by TCEQ? **No**

Is it a U. S. Natural Resources Conservation Service (NRCS) formally Soil Conservation Service (SCS) floodwater-retarding structure? **No**

If yes, provide the Site No. and watershed project name;

Authorization to close "ports" in the service spillway requested?

**Y / N No**

For **any** proposed new structures or modifications to structures:

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? **Yes**

Provide the date and the name of the Staff Person **Alexander Wallen/John Gerhart 8/27/20 and Warren Samuelson 3/23/21**

As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:

No additional dam safety documents required with the Application. [See Attachment 2](#)

Plans (with engineer's seal) for the structure required. [See Attachment 2](#)

Engineer's signed and sealed hazard classification required. [See Attachment 2](#)

Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. [See Attachment 2](#)

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? **Yes**

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

Surface area (in acres) of on-channel reservoir at normal maximum operating level: **1.4**

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. **No**

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

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

## **Structure Location (Instructions, Page. 23)**

On Watercourse (if on-channel) (USGS name): **Unnamed tributary Weirs Creek, tributary Shepard Branch, tributary San Jacinto River**

Zip Code: **77318**

In the **William Weir** Original Survey No. , Abstract No. **42, Montgomery 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.***

A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off channel) is: Latitude **30.452148** Degrees N, Longitude **-95.504224** Degrees W

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

Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): **GIS**

Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. **Yes**

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).*

### **Storage Information (Instructions, Page. 21)**

Official USGS name of reservoir, if applicable: **Reservoir No. 7**

Provide amount of water (in acre-feet) Impounded by structure at normal maximum operating level: **8.5**

The impoundment is on-channel or off-channel (mark one) **On-Channel**

Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? **Y / N Yes**

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 Yes**

Is the impoundment structure already constructed? **Y / N Yes**

For already constructed **on-channel** structures

Date of Construction: **Circa 1950's**

Was it constructed to be an exempt structure under TWC§11.142? **Yes**

If Yes, is Applicant requesting to proceed under TWC § 11.143? **No**

If No, has the structure been issued a notice of violation by TCEQ? **No**

Is it a U. S. Natural Resources Conservation Service (NRCS) formally Soil Conservation Service (SCS)) floodwater-retarding structure? **No**

If yes, provide the Site No. and watershed project name;

Authorization to close "ports" in the service spillway requested?

**Y / N No**

For **any** proposed new structures or modifications to structures:

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? **Yes**

Provide the date and the name of the Staff Person **Alexander Wallen/John Gerhart 8/27/20 and Warren Samuelson 3/23/21**

As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:

No additional dam safety documents required with the Application. **See Attachment 2**

Plans (with engineer's seal) for the structure required. **See Attachment 2**

Engineer's signed and sealed hazard classification required. **See Attachment 2**

Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. **See Attachment 2**

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? **Yes**

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

Surface area (in acres) of on-channel reservoir at normal maximum operating level: **0.94**

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. **No**

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

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

## **Structure Location (Instructions, Page. 23)**

On Watercourse (if on-channel) (USGS name): **Unnamed tributary Weirs Creek, tributary Shepard Branch, tributary San Jacinto River**

Zip Code: **77318**

In the **William Weir** Original Survey No. , Abstract No. **42**, **Montgomery 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.**

A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off channel) is: Latitude **30.457869** Degrees N, Longitude **-95.510203** Degrees W

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

Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): **GIS**

Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. **Yes**

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).*

### **Storage Information (Instructions, Page. 21)**

Official USGS name of reservoir, if applicable: **Reservoir No. 9**

Provide amount of water (in acre-feet) Impounded by structure at normal maximum operating level: **10.9**

The impoundment is on-channel or off-channel (mark one) **On-Channel**

Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? **Y / N Yes**

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 Yes**

Is the impoundment structure already constructed? **Y / N Yes**

For already constructed **on-channel** structures

Date of Construction: **Circa 1950's**

Was it constructed to be an exempt structure under TWC§11.142? **Yes**

If Yes, is Applicant requesting to proceed under TWC § 11.143? **No**

If No, has the structure been issued a notice of violation by TCEQ? **No**

Is it a U. S. Natural Resources Conservation Service (NRCS) formally Soil Conservation Service (SCS)) floodwater-retarding structure? **No**

If yes, provide the Site No. and watershed project name;  
Authorization to close "ports" in the service spillway requested?

**Y / N No**

For **any** proposed new structures or modifications to structures:

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? **Yes**

Provide the date and the name of the Staff Person **Alexander Wallen/John Gerhart 8/27/20 and Warren Samuelson 3/23/21**

As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:

No additional dam safety documents required with the Application.

**See Attachment 2**

Plans (with engineer's seal) for the structure required. **See Attachment 2**

Engineer's signed and sealed hazard classification required. **See Attachment 2**

Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. **See Attachment 2**

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? **Yes**

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

Surface area (in acres) of on-channel reservoir at normal maximum operating level: **1.1**

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. **No**

If yes, the drainage area is XXX sq. miles.  
(If assistance is needed, call the Surface Water Availability Team prior to submitting the application, (512) 239-4600).

## Structure Location (Instructions, Page. 23)

On Watercourse (if on-channel) (USGS name): **Unnamed tributary Chambers Creek, tributary Shepard Branch, tributary San Jacinto River**

Zip Code: **77318**

In the **William Weir** Original Survey No. , Abstract No. **42, Montgomery 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.***

A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off channel) is: Latitude **30.456195** Degrees N, Longitude **-95.515052** Degrees W

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

Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): **GIS**

Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. **Yes**

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).*

## Storage Information (Instructions, Page. 21)

Official USGS name of reservoir, if applicable: **Reservoir No. 10**

Provide amount of water (in acre-feet) Impounded by structure at normal maximum operating level: **14.7**

The impoundment is on-channel or off-channel (mark one) **On-Channel**

Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? **Y / N Yes**

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 Yes**

Is the impoundment structure already constructed? **Y / N Yes**

For already constructed **on-channel** structures

Date of Construction: **Circa 1950's**

Was it constructed to be an exempt structure under TWC§11.142? **Yes**

If Yes, is Applicant requesting to proceed under TWC § 11.143? **No**

If No, has the structure been issued a notice of violation by TCEQ? **No**

Is it a U. S. Natural Resources Conservation Service (NRCS) formally Soil Conservation Service (SCS)) floodwater-retarding structure? **No**

If yes, provide the Site No. and watershed project name;

Authorization to close "ports" in the service spillway requested?

**Y / N No**

For **any** proposed new structures or modifications to structures:

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? **Yes**

Provide the date and the name of the Staff Person **Alexander Wallen/John Gerhart 8/27/20 and Warren Samuelson 3/23/21**

As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:

No additional dam safety documents required with the Application. **See Attachment 2**

Plans (with engineer's seal) for the structure required. **See Attachment 2**

Engineer's signed and sealed hazard classification required. **See attachment 2**

Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. **See Attachment 2**

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? **Yes**

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

Surface area (in acres) of on-channel reservoir at normal maximum operating level: **1.5**

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. **No**

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

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

### **Structure Location (Instructions, Page. 23)**

On Watercourse (if on-channel) (USGS name): **Unnamed tributary Chambers Creek, tributary Shepard Branch, tributary San Jacinto River**

Zip Code: **77318**

In the **William Weir** Original Survey No. , Abstract No. **42, Montgomery 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.***

A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off channel) is: Latitude **30.456598** Degrees N, Longitude **-95.516753** Degrees W

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

Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): **GIS**

Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. **Yes**

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).*

## **Storage Information (Instructions, Page. 21)**

Official USGS name of reservoir, if applicable: **Reservoir No. 11**

Provide amount of water (in acre-feet) Impounded by structure at normal maximum operating level: **6.7**

The impoundment is on-channel or off-channel (mark one) **On-Channel**

Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? **Y / N Yes**

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 Yes**

Is the impoundment structure already constructed? **Y / N Yes**

For already constructed **on-channel** structures

Date of Construction: **Circa 1950's**

Was it constructed to be an exempt structure under TWC§11.142? **Yes**

If Yes, is Applicant requesting to proceed under TWC § 11.143? **No**

If No, has the structure been issued a notice of violation by TCEQ? **No**

Is it a U. S. Natural Resources Conservation Service (NRCS) formally Soil Conservation Service (SCS)) floodwater-retarding structure? **No**

If yes, provide the Site No. and watershed project name;

Authorization to close "ports" in the service spillway requested?

**Y / N No**

For **any** proposed new structures or modifications to structures:

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? **Yes**

Provide the date and the name of the Staff Person **Alexander Wallen/John Gerhart 8/27/20 and Warren Samuelson 3/23/21**

As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:

No additional dam safety documents required with the Application. **See Attachment 2**

Plans (with engineer's seal) for the structure required. See attachment 2

Engineer's signed and sealed hazard classification required. See attachment 2

Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. See Attachment 2

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? **Yes**

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

Surface area (in acres) of on-channel reservoir at normal maximum operating level: **1.0**

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. **No**

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

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

## Structure Location (Instructions, Page. 23)

On Watercourse (if on-channel) (USGS name): **Unnamed tributary Chambers Creek, tributary Shepard Branch, tributary San Jacinto River**

Zip Code: **77318**

In the **William Weir** Original Survey No. , Abstract No. **42**, **Montgomery 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.***

A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off channel) is: Latitude **30.450085** Degrees N, Longitude **-95.527095** Degrees W

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

Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): **GIS**

Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. **Yes**

## ATTACHMENT 4

### WORKSHEET 3.0

#### DIVERSION POINT (OR DIVERSION REACH) INFORMATION

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

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

This Worksheet is to add new (select 1 of 3 below):

Diversion Point No. **2 Yes**

Upstream Limit of Diversion Reach No. **No**

Downstream Limit of Diversion Reach No. **No**

Diversion Rate Maximum for this new diversion point **4.44 cfs** (cubic feet per Second) or **2000 gpm** (gallons per minute)

Does this point share a diversion rate with other points? **Yes** *If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches cfs or **4150** gpm*

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

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

#### Check one

Write: Existing or Proposed

Directly from stream

**X** From an on-channel reservoir **Lake Conroe**

From a stream to an on-channel reservoir

Other method (explain fully, use additional sheets if necessary)

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. **No** 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)

### **Diversion Location (Instructions, Page 25)**

On watercourse (USGS name): **Lake Conroe, San Jacinto River**

Zip Code: **77318**

Location of point: In the **William Weir** Original Survey No., Abstract No. **42, Montgomery 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.***

Point is at:

Latitude **-95.539621** °N, Longitude **30.454880** °W.

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

Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): **GIS**

Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 38.

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.

**Attachment 5**  
**Worksheet 5.0**  
**Environmental Information**

Screens will be used on the diversion points to prevent the entrainment of aquatic species. The mesh size of the screens will be 300 micron.

The proposed bed and banks application will not affect the flows remaining in the stream as all water will be diverted from Lake Conroe per the contract with the San Jacinto River Authority or from permitted groundwater wells. The water will be pumped directly into Reservoir No. 1 (Chambers Lake). Water from Chambers Lake will be subsequently diverted to irrigate the golf course and common areas of the development and to maintain the other reservoirs. The amount of water diverted will not exceed the amount of water discharged, less losses, therefore there should be no impact to the flows of the tributaries. In fact, they should be enhanced as the reservoirs will be maintained at higher capacities.



Date: April 21, 2021

To: TCEQ, Water Rights Permitting

From: Herman R. Settemeyer, P. E.  
RSAH2O, LLC

Subject: Montgomery County MUD No. 100  
Water Use Permit Application  
Montgomery County, Texas  
Summary of Request  
Attachment 6

Chambers Telge LLC owns the 1215.8665 acres associated with this project. Montgomery County MUD No. 100 was created via Chapter 8119 Texas Water Code and subsequently subdivided creating Montgomery County MUD Nos. 100 (349.986 acres), 171 (191.147 acres) and 172 (217.857 acres). The remaining acreage is within MUD 101, which like MUD 100, has subsequently been subdivided into additional MUDs. Applicant is currently in the process of setting up the Master District (MUD 170), which will ultimately own all Master District facilities including the lakes. However, that won't occur for some time because there is no need to spend resources operating a District when there are no residents or facilities. So, for the water rights permit, we are using the one active district (MUD 100) as the applicant for this water rights permit.

Montgomery County MUD No. 100 proposes to upgrade nine existing reservoirs initially constructed for domestic and livestock purposes and use such reservoirs for in place recreational/amenity purposes within a planned subdivision in Montgomery County. Montgomery County MUD No. 100 additionally proposes to divert water from Reservoir No. 1 to irrigate 257.7 acres of common areas and a golf course within the 1,240.8665-acre project area. The reservoirs are located on Chambers Creek and unnamed tributaries of Chambers Creek, tributary of Weirs Creek, tributary of the San Jacinto River. Two previously existing reservoirs are being removed.

Montgomery County MUD No. 100 plans to maintain and supplement the reservoirs with water from two sources. The first source is groundwater obtained via permits from the Lone Star Groundwater Conservation District (LSGCD). The groundwater will be used for irrigation and to maintain Reservoirs 1 and 3, but the other reservoirs may be supplemented as needed. Additionally, Montgomery County MUD No. 100 has entered into a water sales contract with the San Jacinto River Authority (SJRA) to supplement and maintain the water supply in the reservoirs. The contracted SJRA water can be diverted from Lake Conroe as it backs onto the property owned by Montgomery County MUD No. 100. It additionally serves as an upstream sales contract to cover the evaporation losses from the reservoirs. No additional unappropriated water is requested.

The Montgomery County MUD No. 100 was created to supply water to the planned development. A discharge permit from the TCEQ has been obtained by Montgomery County MUD No. 100; however, applicant does not plan to use this water to supplement the reservoirs or to irrigate the common areas.

The reservoirs are numbered 1 through 11 and are depicted on an attached project map (Attachment 7). The surface area and conservation capacities are as follows:

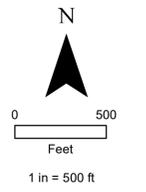
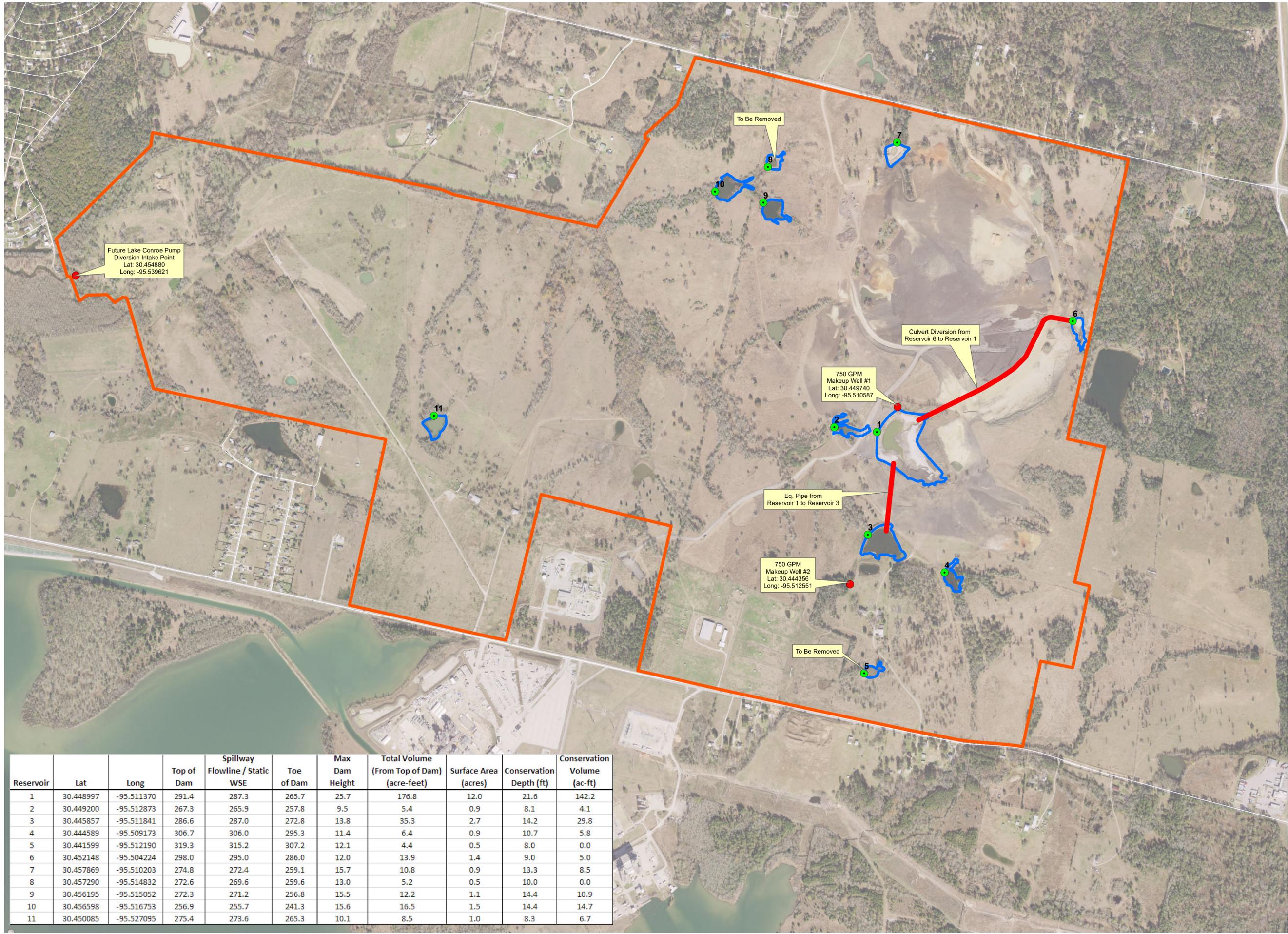
- Reservoir No. 1 12.0 acres and 142.2 acre-feet;
- Reservoir No. 2 0.9 acres and 4.1 acre-feet;
- Reservoir No. 3 2.7 acres and 29.8 acre-feet;
- Reservoir No. 4 0.9 acres and 5.8 acre-feet;
- Reservoir No. 5 removed;
- Reservoir No. 6 1.4 acres and 5.0 acre-feet;
- Reservoir No. 7 0.9 acres and 8.5 acre-feet;
- Reservoir No. 8 removed;
- Reservoir No. 9 1.1 acres and 10.9 acre-feet;
- Reservoir No. 10 1.5 acres and 14.7 acre-feet;
- Reservoir No. 11 1.0 acres and 6.7 acre-feet;

Montgomery County MUD No. 100 proposes to divert 465 acre-feet annually at a maximum diversion rate of 2,150 gpm from Reservoir No.1 on Chambers Creek for irrigation of the common and golf course areas within the project. This water will be from the groundwater discharged into the reservoir, and/or contract water from SJRA. The contracted SJRA water will be diverted from Lake Conroe at a rate of 2,000 gpm.

Montgomery County MUD No. 100 plans to construct an overflow pipeline which will carry a portion of the water that overflows from Reservoir No. 6 to Reservoir No. 1. Additionally, Reservoir No. 1 and Reservoir No. 3 will be interconnected

via a constant level pipeline which will enable water to move either direction from the reservoirs to keep them at a constant level. Groundwater wells are located near Reservoir No. 1 and Reservoir No. 3 and will be used to maintain the reservoirs.

Montgomery County MUD No. 100, with the concurrence of SJRA, will make channel modifications to Shepard Branch which will enable water from Lake Conroe to inundate an area within the floodplain of the lake. This will enable Montgomery County MUD No. 100 to develop a marina in the inundated area.



- Legend**
- Dam Centerpoint
  - Diversion
  - Ponds
  - Project Boundary

Reservoir	Lat	Long	Top of Dam	Spillway Flowline / Static WSE	Toe of Dam	Max Dam Height	Total Volume (From Top of Dam) (acre-feet)	Surface Area (acres)	Conservation Depth (ft)	Conservation Volume (ac-ft)
1	30.448997	-95.511370	291.4	287.3	265.7	25.7	176.8	12.0	21.6	142.2
2	30.449200	-95.512873	267.3	265.9	257.8	9.5	5.4	0.9	8.1	4.1
3	30.445857	-95.511841	286.6	287.0	272.8	13.8	35.3	2.7	14.2	29.8
4	30.444589	-95.509173	306.7	306.0	295.3	11.4	6.4	0.9	10.7	5.8
5	30.441599	-95.512190	319.3	315.2	307.2	12.1	4.4	0.5	8.0	0.0
6	30.452148	-95.504224	298.0	295.0	286.0	12.0	13.9	1.4	9.0	5.0
7	30.457869	-95.510203	274.8	272.4	259.1	15.7	10.8	0.9	13.3	8.5
8	30.457290	-95.514832	272.6	269.6	259.6	13.0	5.2	0.5	10.0	0.0
9	30.456195	-95.515052	272.3	271.2	256.8	15.5	12.2	1.1	14.4	10.9
10	30.456598	-95.516753	256.9	255.7	241.3	15.6	16.5	1.5	14.4	14.7
11	30.450085	-95.527095	275.4	273.6	265.3	10.1	8.5	1.0	8.3	6.7

**Costello** Costello, Inc.  
 Engineering and Surveying  
 TBPE Firm Registration No. 280

**CHAMBERS LAKE  
 WATER RIGHTS PERMIT  
 RESERVOIR MAP**

Date Saved: 5/26/2021 4:27:38 PM V:\Marmara Ranch\500\_General Items\501\_Water Rights Permit\GIS\Reservoir.mxd

## Sarah Henderson

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**From:** Herman Settemeyer [REDACTED]  
**Sent:** Friday, August 20, 2021 10:26 AM  
**To:** Sarah Henderson  
**Cc:** Jerry Hlozek; Kathy Counce; J. Stephen Wilcox, P.E., CFM; Becky Nickell; Amy N. Love; Richard Muller (Richard@MullerLawGroup.com); Shima Jalalipour; Brooke McGregor; Herman Settemeyer  
**Subject:** Water Rights Permit Application by Montgomery County MUD No. 100  
**Attachments:** Attachment 8 Discharge Location Information.pdf; Mike Manners to Chambers Telge copy.pdf; Legislation Creating MC 100 (2017) copy.pdf; Assumption Deed from CC Telge to Chambers Telge copy.pdf; Order Dividing District into Three Districts copy.pdf; Chambers Telge - Decrease Allocation - Signed copy.pdf; MC MUD 100 - Irrigation - signed copy.pdf; ATTACHMENT 9 Evaporation and Transport Losses.pdf

Sarah, this is the third email which contains:

1. Attachment 8 - Worksheet 4.0 Discharge Information.
2. Attachment 9 - Worksheet 4.0 Evaporation and Carriage Losses
3. Assumption Special Warranty Capital Contribution Deed.
4. Special Warranty Deed.
5. TWC Chapter 8119 Montgomery County MUD NO. 100.
6. Application for New Small Volume Groundwater User Operating Permit – Lone Star Groundwater Conservation District.
7. Application to amend Small Volume Groundwater User Operating Permit – Lone Star Groundwater Conservation District.
8. Order Dividing District into Three Districts.
9. Water Supply Contract with San Jacinto River Authority and Assignment of Water Supply Contract.

Thanks  
Herman

Herman Settemeyer  
[REDACTED]



\*This message and any attachments are intended only for the use of the Addressee(s) and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, dissemination of this communication is prohibited. If you have received this communication in error, please erase all copies of the message and its attachments and notify us immediately.\*

## **Attachment 8 – Discharge Information**

### **WORKSHEET 4.0 DISCHARGE INFORMATION**

This Attachment 8 supplements the information requested in WORKSHEET 4.0 Discharge Information. Specifically, authorization is requested to discharge groundwater and/or San Jacinto River Authority contract water into any of the nine reservoirs subject to this application. The groundwater will be from the Gulf Coast Aquifer. A 24-hour pump test will be provided upon completion of the wells.

The groundwater or contract water will be conveyed to the reservoirs via a pipeline.

A copy of the groundwater permit application to the Lone Star Groundwater Conservation District is provided with the application.

A copy of the Water Supply Contract with the San Jacinto River Authority is provided with the application.

### **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: (Reservoir No. 2)**

- a. The amount of water that will be discharged at this point is 4 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 500 gpm.
- c. Name of Watercourse as shown on Official USGS maps: Chambers Creek, tributary of Shepard Branch, tributary of San Jacinto River.
- d. Zip Code 77318
- e. Location of point: In the William Weir Original Survey Number , Abstract Number 42, Montgomery County, Texas.
- f. Point is at: Latitude 30.449200°N, Longitude -95.512873°W.

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

h. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): GIS

A map has been provided identifying the reservoir location where the water will be discharged.

**For water discharged at this location provide: (Reservoir No. 3)**

- a. The amount of water that will be discharged at this point is 30 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 500 gpm.
- c. Name of Watercourse as shown on Official USGS maps: Unnamed tributary of Chambers Creek, tributary of Shepard Branch, tributary of San Jacinto River.
- d. Zip Code 77318
- e. Location of point: In the William Weir Original Survey Number , Abstract Number 42, Montgomery County, Texas.
- f. Point is at: Latitude 30.445857°N, Longitude -95.511841°W.

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

h. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): GIS

A map has been provided identifying the reservoir location where the water will be discharged.

**For water discharged at this location provide: (Reservoir No. 4)**

- a. The amount of water that will be discharged at this point is 6 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 500 gpm.

- c. Name of Watercourse as shown on Official USGS maps: Unnamed tributary of Chambers Creek, tributary of Shepard Branch, tributary of San Jacinto River.
- d. Zip Code 77318
- e. Location of point: In the William Weir Original Survey Number , Abstract Number 42, Montgomery County, Texas.
- f. Point is at: Latitude 30.444589°N, Longitude -95.509173°W.

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

- h. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): GIS

A map has been provided identifying the reservoir location where the water will be discharged.

**For water discharged at this location provide: (Reservoir No. 6)**

- a. The amount of water that will be discharged at this point is 5 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 500 gpm.
- c. Name of Watercourse as shown on Official USGS maps: Unnamed tributary of Weirs Creek, tributary of Shepard Branch, tributary of San Jacinto River.
- d. Zip Code 77318
- e. Location of point: In the William Weir Original Survey Number , Abstract Number 42, Montgomery County, Texas.
- f. Point is at: Latitude 30.452148°N, Longitude -95.504224°W.

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

- h. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): GIS

A map has been provided identifying the reservoir location where the water will be discharged.

**For water discharged at this location provide: (Reservoir No. 7)**

- a. The amount of water that will be discharged at this point is 9 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 500 gpm.
- c. Name of Watercourse as shown on Official USGS maps: Unnamed tributary of Weirs Creek, tributary of Shepard Branch, tributary of San Jacinto River.
- d. Zip Code 77318
- e. Location of point: In the William Weir Original Survey Number , Abstract Number 42, Montgomery County, Texas.
- f. Point is at: Latitude 30.457869°N, Longitude -95.510203°W.

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

- h. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): GIS

A map has been provided identifying the reservoir location where the water will be discharged.

**For water discharged at this location provide: (Reservoir No. 9)**

- a. The amount of water that will be discharged at this point is 11 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 500 gpm.
- c. Name of Watercourse as shown on Official USGS maps: Unnamed tributary of Chambers Creek, tributary of Shepard Branch, tributary of San Jacinto River.
- d. Zip Code 77318
- e. Location of point: In the William Weir Original Survey Number , Abstract Number 42, Montgomery County, Texas.
- f. Point is at: Latitude 30.456195°N, Longitude -95.515052°W.

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

h. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): GIS

A map has been provided identifying the reservoir location where the water will be discharged.

**For water discharged at this location provide: (Reservoir No. 10)**

- a. The amount of water that will be discharged at this point is 15 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 500 gpm.
- c. Name of Watercourse as shown on Official USGS maps: Unnamed tributary of Chambers Creek, tributary of Shepard Branch, tributary of San Jacinto River.
- d. Zip Code 77318
- e. Location of point: In the William Weir Original Survey Number , Abstract Number 42, Montgomery County, Texas.
- f. Point is at: Latitude 30.456598°N, Longitude -95.516753°W.

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

h. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): GIS

A map has been provided identifying the reservoir location where the water will be discharged.

**For water discharged at this location provide: (Reservoir No. 11)**

- a. The amount of water that will be discharged at this point is 7 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 500 gpm.
- c. Name of Watercourse as shown on Official USGS maps: Chambers Creek, tributary of Shepard Branch, tributary of San Jacinto River.
- d. Zip Code 77318

- e. Location of point: In the William Weir Original Survey Number , Abstract Number 42, Montgomery County, Texas.
- f. Point is at: Latitude 30.450085°N, Longitude -95.527095°W.

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

- h. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): GIS

A map has been provided identifying the reservoir location where the water will be discharged.

## **ATTACHMENT 9**

### **Evaporation and Carriage Losses**

#### **WORKSHEET 4.0 DISCHARGE INFORMATION**

This Attachment 9 provides an estimate the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses.

Using the Texas Water Development Board's publication *Water Data for Texas* the median annual net evaporation loss for Montgomery County was found to be approximately 1.33 feet per year. Listed below is the median annual net evaporation for each reservoir.

Reservoir No. 1 12.0 acres and 16.0 acre-feet of evaporation;  
Reservoir No. 2 0.9 acres and 1.2 acre-feet of evaporation;  
Reservoir No. 3 2.7 acres and 3.5 acre-feet of evaporation;  
Reservoir No. 4 0.9 acres and 1.2 acre-feet of evaporation;  
Reservoir No. 6 1.4 acres and 1.8 acre-feet of evaporation;  
Reservoir No. 7 0.9 acres and 1.2 acre-feet of evaporation;  
Reservoir No. 9 1.1 acres and 1.4 acre-feet of evaporation;  
Reservoir No. 10 1.5 acres and 2.0 acre-feet of evaporation; and  
Reservoir No. 11 1.0 acres and 1.3 acre-feet of evaporation.

Total evaporation 41.3 acre-feet.

Well water losses from the groundwater makeup wells would be zero due to their very close proximity to the lakes the water will be discharged.

For the surface water irrigation pump station that will be built to pull water from Lake Conroe, the maximum water losses would be based on what's allowable for leakage in order for the line to be tested and approved for use in accordance with TCEQ and AWWA standards. The surface water irrigation pump station was originally designed to pull water from Lake Conroe to Chambers Lake was a 2,000 gpm station with 11,500 LF of 10" PVC water line. Assuming the standard AWWA testing standard of testing water lines for 150 psi at 2 hours, max allowable water loss due to leakage for this run of water line would be 9.52 gals/hour.

ASSUMPTION SPECIAL WARRANTY CAPITAL CONTRIBUTION DEED

**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.**

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

THAT, CC TELGE ROAD, L.P., a Texas limited partnership ("Grantor"), has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY to CHAMBERS TELGE, L.L.C., a Texas limited liability company whose address is 7904 N. Sam Houston Parkway West, 4<sup>th</sup> Floor, Houston, Texas 77064 ("Grantee"), the following described property, together with all improvements thereupon (the "Property");

See attached Exhibit "A".

This Deed is executed and delivered, and the conveyance of the Property is made by Grantor as a capital contribution to Grantee, subject to all easements, rights of way, restrictions, reservations, covenants, conditions, royalty and mineral interests and water rights outstanding, and other encumbrances, as the same are filed for record in the Official Public Records of Montgomery County, Texas; all conditions and matters that an accurate survey or inspection of the Property would disclose; and all governmental laws, rules and restrictions (collectively, the "Permitted Exceptions").

By acceptance of this conveyance, and in consideration of the conveyance of the Property by this Deed, Grantee agrees to assume and pay, according to the terms thereof, all principal and interest now remaining unpaid on that certain promissory note in the original principal amount of

\$18,341,579.54 dated April 30, 2018, executed by Grantor and payable to the order of CC Willis, L.P.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

EXECUTED on the date set forth in the acknowledgment below but to be effective as of the 31<sup>st</sup> day of October, 2018.

[Signature on following page]

GRANTOR:

CC TELGE ROAD, L.P.

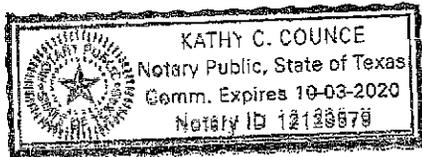
By: CC TELGE ROAD GP, L.L.C., its general partner

By: Brad Fishman  
Name: Brad Fishman  
Title: GP

THE STATE OF TEXAS   §  
                                  §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Brad Fishman, GP of CC TELGE ROAD GP, L.L.C., general partner of CC TELGE ROAD, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of said limited partnership and limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 4<sup>th</sup> day of December, 2018.



Kathy C. Counce  
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:  
  
Caldwell Companies  
7904 N. Sam Houston Parkway W., 4<sup>th</sup> Floor  
Houston, Texas 77064  
Attn: Brad Fishman

Exhibit "A"

TRACT 1:

**21.11 ACRES**  
**"Ridge Tract"**

FIELD NOTES of a 21.11 acre tract of land situated in the William Weir Survey, Abstract No. 42, Montgomery County, Texas; said 21.11 acre tract of land being out of and a part of a residual tract of a called 345 acre tract of land conveyed to Michael G. Manners as recorded at County Clerk's File No. (C.C.F. No.) 9508458 of the Official Public Records of Real Property (O.P.R.O.R.P.) of Montgomery County, Texas; said 21.11 acre tract of land being more particularly described by metes and bounds as follows:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, Central Zone (#4203), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum. All distance are actual distances. Scale factor = 0.99991968266. Reference is made to exhibit drawing of even date accompanying this metes and bounds description.

**BEGINNING** at a found 1/2" iron rod for the common Northwest corner of this tract of land, the Southwest corner of a called 199.2 acre tract of land as conveyed to Houston & Harris County Girl Scouts (called Camp Robinwood) and recorded at Volume 290, Page 288 of the Deed Records of Montgomery County, Texas, and being in the East line of a called 461.9996 acre tract of land as conveyed to CC Willis, L.P. and recorded at C.C.F. No. 2014090436 of the O.P.R.O.R.P.

**THENCE** S 77°28'47" E with the common North line of this tract of land and the South line of said Camp Robinwood a distance of 418.60 feet to a set 5/8" iron rod with cap stamped "E.H.R.A. 713-784-4500" for the Northeast corner of this tract of land.

**THENCE** S 12°31'13" W with the East line of this tract of land a distance of 1,537.90 feet to a set 5/8" iron rod with cap stamped "E.H.R.A. 713-784-4500" for an interior angle point in this tract of land.

**THENCE** S 77°13'31" E with the East line of this tract of land a distance of 172.83 feet to a set 5/8" iron rod with cap stamped "E.H.R.A. 713-784-4500" for the most Eastern Southeast corner of this tract of land.

**THENCE** S 11°34'47" W with the East line of this tract of land a distance of 935.32 feet to a set 5/8" iron rod with cap stamped "E.H.R.A. 713-784-4500" for the Southeast corner of this tract of land.

**THENCE** N 78°24'37" W with the South line of this tract of land a distance of 373.79 feet to a set 5/8" iron rod with cap stamped "E.H.R.A. 713-784-4500" for the Southwest corner of this tract of land and being in the East line of a called 50.914 acre tract of land as conveyed to Willis I.S.D. and recorded at C.C.F. No. 2010024266 of the O.P.R.O.R.P.

**THENCE** N 11°35'23" E with the West line of this tract of land and the East line of said Willis I.S.D. a distance of 198.06 feet to a found 5/8" iron rod with cap stamped "MONTGOMERY ASSOCIATES" for an angle point in the West line this tract of land and being in the East line of said Willis I.S.D. tract of land.

**THENCE** N 39°48'14" W with the West line of this tract of land and the East line of said Willis I.S.D. a distance of 75.23 feet to a found 5/8" iron rod with cap stamped "MONTGOMERY ASSOCIATES" for an angle point in the West line this tract of land and being in the East line of said Willis I.S.D. tract of land.

**THENCE** N 48°05'30" E with the West line of this tract of land and the East line of said Willis I.S.D. a distance of 98.96 feet to a found 5/8" iron rod with cap stamped "MONTGOMERY ASSOCIATES" for an angle point in

the West line this tract of land and being in the East line of said Willis I.S.D. tract of land.

**THENCE** N 11°34'47" E with the West line of this tract of land and the East line of said Willis I.S.D. a distance of 959.80 feet to a found 5/8" iron rod with cap stamped "MONTGOMERY ASSOCIATES" for an angle point in the West line this tract of land and the Northeast corner of said Willis I.S.D. tract of land.

**THENCE** N 78°26'08" W with the an interior West line of this tract of land and the North line of said Willis I.S.D. a distance of 202.86 feet to a found 5/8" iron rod with cap stamped "MONTGOMERY ASSOCIATES" for an angle point in the West line this tract of land, being in the North line of said Willis I.S.D. tract of land and the most Easterly Southeast corner of said 461.9996 acre tract of land.

**THENCE** N 12°04'40" E with the West line of this tract of land and the East line of said 461.9996 acre tract of land a distance of 1,199.18 feet to the **PLACE OF BEGINNING**; containing within said boundaries a calculated area of 21.11 acres (919,648 sq.ft.) of land.

**EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a/ EHRA**



A. Munroe Kelsay  
Texas Registration No. 5580  
10555 Westoffice Drive  
Houston, Texas 77042  
713-784-4500



Date: 04/07/17  
Job No: 141-044-00  
File No: \\R:\2014\141-044-00\documents\technical\14104400\_Ridge Tract\_21.11 acres\_(4-7-17).docx

PLUS:

TRACT 2:

461.9996 ACRES  
"INITIAL ACQUISITION"

Fieldnotes for 461.9996 acres of land out of the William Weir League, Abstract No. 42, in Montgomery County, Texas, and being comprised of a portion of that certain 539.822 acre tract of land and a portion of that certain 345.00 acre tract land, both conveyed to Michael G. Manners, as described in deeds recorded under County Clerk's File No(s). 9508457, 9508458, respectively, of the Official Public Records of Montgomery County, Texas, said 461.9996 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch steel rod with cap found in the North line of Longstreet Road (right-of-way varies), and the South line of the said 345.00 acre tract, said point being the Southwest corner of that certain 11.890 acre tract of land conveyed to Love's Travel Stops & Country Stores, Inc., as described in instrument recorded under County Clerk's File No. 2006-141650 of the said Official Public Records, from which point, the Southeast corner of said 11.890 acres, being in the West line of Interstate Highway No. 45 (right-of-way varies), bears South 71°40'15" East, 673.44 feet;

Thence, North 71°40'15" West, 1266.22 feet with the North line of said Longstreet and the South line of the said 345.00 acre tract to a 5/8 inch steel rod with cap set at an angle point;

Thence, continuing with the North line of said Longstreet and the South line of the said 345.00 acre tract, North 70°35'24" West, 832.19 feet to a 5/8 inch steel rod with cap set at an angle point;

Thence continuing with the North line of said Longstreet and the South line of the said 345.00 acre tract, North 75°51'31" West, at 229.59 feet passing a 5/8 inch steel rod with cap found marking the Southeast corner of that certain 50.914 acre tract of land conveyed to Willis Independent School District, as described in deed recorded under County Clerk's File No. 2010-024266 of the said Official Public Records, and continuing in all, a total distance of 428.02 feet to a 5/8 inch steel rod with cap found at an angle point;

Thence, continuing with the North line of said Longstreet, North 79°32'59" West, 773.64 feet with the South line of the said 50.914 acre tract to a 5/8 inch steel rod with cap found marking the most Southerly Southeast corner and PLACE OF BEGINNING of the herein described tract, said point being the Southwest corner of the said 50.914 acre tract, said point also being an exterior ell (re-entrant) corner of the residue of the said 345.00 acre tract;

Thence, North 79°32'59" West, 141.47 feet with the North line of said Longstreet Road and the South line of the said 345.00 acre tract to a 5/8 inch steel rod with cap set at an angle point;

Thence, continuing with the North line of said Longstreet Road and the South line of the said 345.00 acre tract, North 75°16'38" West, 654.77 feet to a 5/8 inch steel rod with cap set at an angle point;

Thence, continuing with the North line of said Longstreet Road and the South line of the said 345.00 acre tract, North 74°38'52" West, 607.09 feet to a 1/2 inch steel rod found marking the Southwest corner of the said 345.00 acre tract and the herein described tract, said point being the most Southerly Southeast corner of the said 539.822 acre tract;

Thence, North 15°07'48" East, 1(X)0.00 feet with the East line of the said 539.822 acre tract and the West line of the said 345.(X) acre tract to an angle point;

Thence, North 43°34'23" West, 1589.09 feet to an angle point;

Thence, North 15°07'48" East, 5000.01 feet to a point in the North line of the said 539.822 acre tract and the South line of Calvary Road, based on an 80 foot right-of-way, for the Northwest corner of the herein described tract;

Thence, South 73°41'20" East, 3508.60 feet with the South line of said Calvary Road and the North line of the said 539.822 acre tract to a 5/8 inch steel rod with cap set at a fence corner post for the Northeast corner of the said 539.822 acre tract and the herein described tract, said point also being in the West line of that certain 199.2 acre tract of land conveyed to H. T. Taylor, et al (known as the Houston and Harris County Girl Scout Camp), as described in deed recorded in Volume 290, Page 45 of the said Deed Records;

Thence, South  $15^{\circ}07'48''$  West with the West line of the said 199.2 acre tract and the East line of the said 539.822 acre tract, at 3209.39 feet passing a 1/2 inch steel rod found marking the Southwest corner of the said 199.2 acre tract and the most Northerly Northwest corner of the said 345.00 acre tract, and continuing in all, a total distance of 4408.38 feet to a 5/8 inch steel rod with cap found in the North line of the aforesaid 50.914 acre tract marking the most Easterly Southeast corner of the herein described tract;

Thence, North  $75^{\circ}21'31''$  West, 767.00 feet with the North line of the said 50.914 acre tract to a 5/8 inch steel rod with cap found at an interior ell corner of the herein described tract, said point marking the Northwest corner of the said 50.914 acre tract;

Thence, South  $14^{\circ}38'30''$  West, 2324.49 feet with the West line of the said 50.914 acre tract to the PLACE OF BEGINNING and containing 461.9996 acres or 20,124,701 square feet of land, more or less.

PLUS:

TRACT 3:

429.0000 ACRES  
"FIRST OPTION TRACT"

Fieldnotes for 429.0000 acres of land out of the William Weir League, Abstract No. 42, in Montgomery County, Texas, and being comprised of a portion of that certain 539.822 acre tract, all of that certain 58.619 acre tract, and a portion of that certain 505.483 acre tract of land, all conveyed to Michael G. Manners, as described in deeds recorded under County Clerk's File No(s). 9508457, 2002-028934, and 9704115, respectively, of the Official Public Records of Montgomery County, Texas, said 429.0000 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4 inch square iron bolt found in the South line of Calvary Road, based on an 80 foot right-of-way, marking the Northwest corner of the said 58.619 acre tract and the herein described tract, said point also being the Northeast corner of that certain 1.956 acre tract of land conveyed to Joshua Towns, as described in deed recorded under County Clerk's File No. 2010-030605 of the said Official Public Records, from which point, the Westerly line of Interstate Highway No. 45 bears South 73°21' East, approximately 6,750 feet;

Thence, South 73°21'37" East, 923.48 feet with the South line of said Calvary Road and the North line of the said 58.619 acre tract to a 5/8 inch steel rod with cap set at an angle point, said point being the Northeast corner of the said 58.619 acre tract, said point also being the Northwest corner of the aforesaid 539.822 acre tract;

Thence, South 73°41'20" East, 560.10 feet with the South line of said Calvary Road and the North line of the said 539.822 acre tract to a 5/8 inch steel rod with cap set for the Northeast corner of the herein described tract;

Thence, South 15°07'48" West, 3978.73 feet to a 5/8 inch steel rod with cap set for the Southeast corner of the herein described tract;

Thence, North 74°52'12" West, 7138.64 feet to a 5/8 inch steel rod with cap set in the Westerly line of the said 505.483 acre tract for an angle point, said point being in the Easterly line of that certain 165 acre tract of land conveyed to Samuel James Inglet, Jr., as described in deed recorded in Volume 511, Page 617 of the Deed Records of Montgomery County;

Thence, North 13°36'19" West, 49.88 feet with the Easterly line of the said 165 acre tract and the Westerly line of the said 505.483 acre tract to a point in the centerline of Weir Creek, said point being an exterior ell corner of the said 165 acre tract and an interior ell corner of the herein described tract, from which point, a 1 inch steel pipe found for reference in the Southerly high-bank, bears South 15°42' East, 23.57 feet;

Thence, in a Westerly direction, with the centerline of said Weir Creek, and with the common Northerly line of the said 165 acre tract and the Southerly line of the said 505.483 acre tract, the following courses and distances:

- North 78°55'04" West, 47.22 feet to a point;
- South 58°01'42" West, 105.77 feet to a point;
- North 41°14'47" West, 124.78 feet to a point;
- North 88°50'36" West, 219.00 feet to a point; and,

South 58°02'04" West, 122.09 feet to a point for an exterior ell corner of the said 505.483 acre tract and the herein described tract, said point being the Southeasterly corner of a tract of land presently owned by The San Jacinto River Authority (deed not found), as evidenced by Montgomery County Appraisal District Tax I.D. No. R35667;

Thence, North 17°29'15" West, 293.63 feet with the Easterly line of the said San Jacinto River Authority and the common Westerly line of the said 505.483 acre tract to an angle point;

Thence, continuing with the common line of the said San Jacinto River Authority and the said 505.483 acre tract, South 84°23'53" West, 32.62 feet to a point;

Thence, continuing with the common line of the said San Jacinto River Authority and the said 505.483 acre tract, North 13°47'19" West, at 394.3 feet passing a 5/8 inch steel rod with cap ("Glezman") found 0.45 feet East, and continuing in all, a total distance of 440.86 feet to a 3/4 inch steel rod found at an angle point, said point being in the East line of Arbor Oak, a private right-of-way 51 feet wide according to the map or plat of Walnut Cove, Section Four, recorded in Cabinet W, Sheet 105 of the Map Records of Montgomery County, said point also being the most Southerly corner of that certain 36.137 acre tract of land conveyed to Gaylon R. Clark and Susan J. Clark, and described as "Tract 1" in deed recorded under County Clerk's File No. 2013-063922 of the said Official Public Records;

Thence, North 48°35'31" East, 1493.62 feet with the Southeast line of the said 36.137 acre tract and the Northwest line of the said 505.483 acre tract to a 5/8 inch steel rod with cap set at an angle point;

Thence, North 09°32'29" East, 148.15 feet with the Easterly line of the said 36.137 acre tract and the Westerly line of the said 505.483 acre tract to a 5/8 inch steel rod with cap found marking the Northwest corner of the said 505.483 acre tract and the most Westerly Northwest corner of the herein described tract, said point also being the Southwest corner of that certain 39.2 acre tract of land conveyed to Morris E. Greer and wife, Mary Ann Greer, as described in deed recorded in Volume 521, Page 449 of the said Deed Records;

Thence, South 75°49'24" East with the South line of the said 39.2 acre tract and the North line of the said 505.483 acre tract, at 1513.3 feet passing the Southeast corner of the said 39.2 acre tract and the Southwest corner of that certain 19.3971 acre tract of land conveyed to Scott D. Newman & Lise Guadagnino, as described in deed recorded under County Clerk's File No. 2005-094585 of the said Official Public Records, at 2874.8 feet passing the Southeast corner of the said 19.3971 acre tract and the Southwest corner of that certain 16.9671 acre tract of land conveyed to Joseph L. Hunt & Debra K. Burton, as described in deed recorded under County Clerk's File No. 2004-028702 of the said Official Public Records, and continuing in all, a total distance of 3305.60 feet to a 1/2 inch steel rod found at an angle point;

Thence, continuing with the South line of the said 16.9671 acre tract and the North line of the said 505.483 acre tract, South 64°25'00" East, 140.00 feet to a 1/2 inch steel rod found at an angle point;

Thence, continuing with the South line of the said 16.9671 acre tract and the North line of the said 505.483 acre tract, South 75°18'33" East, at 412.53 feet passing the Southeast corner of the said 16.9671 acre tract and the Southwest corner of that certain 17.00 acre tract of land conveyed to Peggy L. Belinosky, as described in deed recorded under County Clerk's File No. 2004-078919 of the said Official Public Records (from which point, a found 1/2 inch steel pipe bears North, 3.44 feet), at 1109.88 feet passing the Southeast corner of the said 17.00 acre tract and the Southwest corner of that certain 17.00 acre tract of land conveyed to Edward Lee Metzler, et al, as described in deed recorded under County Clerk's File No. 2009-041093 of the said Official Public Records (from which point, a found axle bears South, 24.38 feet), and continuing in all, a total distance of 1386.40 feet to a 5/8 inch steel rod with cap set at an angle point, from which point, a found concrete monument bears South 23°38' West, 34.90 feet;

Thence, continuing with the South line of the said 17.00 acre (Metzler) tract and the North line of the said 505.483 acre tract, South  $76^{\circ}59'03''$  East, 250.47 feet to a  $5/8$  inch steel rod with cap set for the Southeast corner of the said 17.00 acre tract, said point being an interior ell corner of the herein described tract, said point also being the Southwest corner of the aforesaid 58.619 acre tract, from which point, a 1 inch steel pipe found marking the Northeast corner of the said 505.483 acre tract and the Southeast corner of the said 58.619 acre tract bears South  $78^{\circ}15'51''$  East, 1678.01 feet;

Thence, North  $33^{\circ}31'19''$  East, 1109.01 feet with the Easterly line of the said 17.00 acre tract and the Westerly line of the said 58.619 acre tract to a 4 inch concrete monument found marking the Northeast corner of the said 17.00 acre tract and the Southeast corner of that certain 22.891 acre tract of land conveyed to Daniel James Camillo and Mary Ann Camillo, as described in deed recorded under County Clerk's File No. 9347102 of the said Official Public Records, said point being an angle point for the herein described tract;

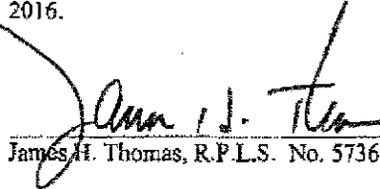
Thence, North  $12^{\circ}43'04''$  East, 49.20 feet with the East line of the said 22.891 acre tract and the West line of the said 58.619 acre tract to a  $5/8$  inch steel rod with cap set at a pine stump for an angle point;

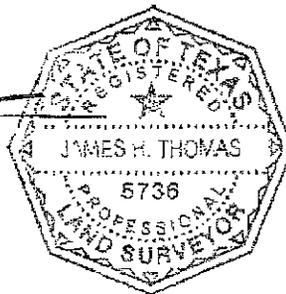
Thence, continuing with the Easterly line of the said 22.891 acre tract and the Westerly line of the said 58.619 acre tract, North  $50^{\circ}18'13''$  East, 477.33 feet to an 8 inch oak tree found at an angle point;

Thence continuing with the East line of the said 22.891 acre tract and the West line of the said 58.619 acre tract, North  $18^{\circ}24'04''$  East, 247.92 feet to a  $3/4$  inch square bolt found marking the most Easterly Northeast corner of the said 22.891 acre tract and the Southeast corner of the aforesaid 1.956 acre tract, said point being an angle point for the herein described tract;

Thence, North  $28^{\circ}11'51''$  East, 329.61 feet with the East line of the said 1.956 acre tract and the West line of the said 58.619 acre tract to the PLACE OF BEGINNING and containing 429.0000 acres or 18,687,238 square feet of land, more or less.

This description is based on the land title survey and plat (Job No. 16095) made under the direction of James H. Thomas, Registered Professional Land Surveyor on April 1, 2014 and updated on October 13, 2016.

  
James H. Thomas, R.P.L.S. No. 5736



E-FILED FOR RECORD  
12/05/2018 10:52AM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number  
sequence on the date and time stamped herein  
by me and was duly e-RECORDED in the Official Public  
Records of Montgomery County, Texas.

12/05/2018



County Clerk  
Montgomery County, Texas

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY      §

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.

MICHAEL G. MANNERS (hereinafter called "Grantor"), a married person not joined herein by his spouse as the Property (hereafter defined) is his sole and separate property and no part of the Property constitutes his homestead, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by CHAMBERS TELGE, L.L.C., a Texas limited liability company whose address is 9955 Barker Cypress, Suite 250, Cypress, Texas 77433 (hereinafter called "Grantee" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said Grantee, the tract of land described on Exhibit "A" attached hereto, together with all improvements situated thereon and all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way (such land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to collectively as the "Property").

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto said Grantee, its successors and assigns, forever. And Grantor does hereby bind itself and its successors to WARRANT and FOREVER DEFEND all and singular the said premises unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

Notwithstanding anything herein to the contrary, Grantor hereby expressly reserves for itself the entire mineral estate of the Property now owned by Grantor, if any, including but not limited to all oil, gas, and other minerals in, on, under and that may be produced and saved from such Property and which are now owned by Grantor. Except for specifically designated drill site(s) on the Property (if any), Grantor hereby waives its right to enter the surface of such Property for the exploration, development or production of oil, gas, or other minerals from the mineral estate owned and retained by Grantor, it being expressly understood that the only manner in which said mineral estate may be produced is from a surface location not within the boundaries of such Property.

This conveyance is made and accepted expressly subject to those encumbrances and exceptions (collectively, the "Permitted Encumbrances") set forth on Exhibit "B" attached hereto and made a part hereof for all purposes.

Taxes for the current year have been prorated as of the date hereof and the payment thereof is assumed by Grantee.

004201.000111\4828-4547-5718.v3

**STEWART TITLE**

18339033775 / DP / 38

EXECUTED as of the date of acknowledgment set forth below, to be effective for all purposes as of the 5<sup>th</sup> day of Feb, 2019.

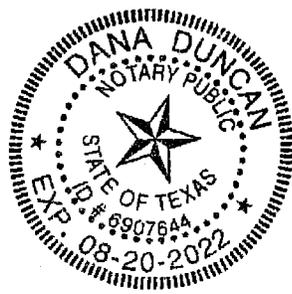
**GRANTOR:**

[Signature]  
Michael G. Manners,

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 5<sup>th</sup> day of Feb, 2019, by Michael G. Manners.

[Seal]



[Signature]  
Notary Public—State of Texas

**EXHIBIT "A"**

**Thomas Land Surveying**  
Surveying • Planning • Project Management

January 14, 2019

303.7569 Acres

Fieldnotes for 303.7569 acres of land out of the William Weir League, Abstract No. 42, in Montgomery County, Texas, and being comprised of a portion of that certain 539.822 acre tract, and a portion of that certain 305.483 acre tract, and a portion of that certain 75.52 acre tract of land, all conveyed to Michael G. Manners, as described in deeds recorded under County Clerk's File No(s). 9508457, 9704115, and 2000-011520, respectively, of the Official Public Records of Montgomery County, Texas, said 303.7569 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4 inch square iron bolt found in the South line of Calvary Road, based on an 80 foot right-of-way, marking the Northwest corner of that certain 429.0000 acre tract of land conveyed to Chambers Telge, L.L.C., and described as "Tract 6" in deed recorded under County Clerk's File No. 2018115311 of the said Official Public Records, said point also being the Northeast corner of that certain 1.956 acre tract of land conveyed to Joshua Towns, as described in deed recorded under County Clerk's File No. 2010-030605 of the said Official Public Records, from which point, the Westerly line of Interstate Highway No. 45 bears South 73°21' East, approximately 6,730 feet;

Thence, South 73°18'26" East with the South line of said Calvary Road, at 923.47 feet passing the East line of the said 58.619 acre tract and the West line of the said 539.822 acre tract, and continuing in all, a total distance of 1483.69 feet to a 5/8 inch steel rod with cap set for corner in the East line of the said 429.0000 acre tract, said point also being in the West line of that certain 461.9996 acre tract of land conveyed to Chambers Telge, L.L.C., and described as "Tract 5" in deed recorded under County Clerk's File No. 2018115311 of the said Official Public Records;

Thence, South 15°07'48" West, 3974.15 feet with the West line of the said 461.9996 acre tract and the East line of the said 429.0000 acre tract to a 5/8 inch steel rod with cap set for the Northeast corner and PLACE OF BEGINNING of the herein described tract, said point being the Southeast corner of the said 429.0000 acre tract;

Thence, South 15°07'48" West, 1021.26 feet with the West line of the said 461.9996 acre tract to a 5/8 inch steel rod with cap set at an angle point;

Thence, continuing with the West line of the said 461.9996 acre tract, South 43°34'23" East, 1589.09 feet to a 5/8 inch steel rod with cap set for an angle point;

Thence, continuing with the West line of the said 461.9996 acre tract, South 15°07'48" West, 1000.00 feet to a 1/2 inch steel rod found in the North line of Longstreet (right-of-way varies) marking the Southeast corner of the herein described tract, said point being the Southwest corner of the said 461.9996 acre tract, said point also being in the South line of the said 539.822 acre tract;

Thence, North 74°38'52" West, 1884.93 feet with the North line of said Longstreet and the South line of the said 539.822 acre tract to a 1 inch steel pipe found marking the Southwest corner of the said 539.822 acre tract and the Southeast corner of the said 75.52 acre tract, said point being an angle point for the herein described tract;

14340 Torrey Chase Blvd., Suite 270 • Houston, Texas 77054  
(281) 448-7730 • Fax (281) 448-7737  
TSPLS Firm No. 10045006  
jim@thomaslandsurveying.com

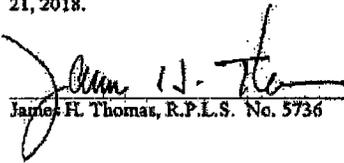
- Thence, North 74°08'49" West, 152.05 feet with the North line of said Longstreet and the South line of the said 75.52 acre tract to a 1/2 inch steel rod found marking the Southeast corner of that certain 33.51 acre tract of land conveyed to Clean Energy Texas LNG, LLC, as described in deed recorded under County Clerk's File No. 2005-137920 of the said Official Public Records, said point being an exterior ell corner of the herein described tract;
- Thence, North 15°13'28" East, 1675.29 feet with the East line of the said 33.51 acre tract to a 1/2 inch steel rod found marking the Northeast corner of the said 33.51 acre tract, said point being an interior ell corner of the herein described tract;
- Thence, North 74°10'16" West, 1501.04 feet with the North line of the said 33.51 acre tract to a 1/2 inch steel rod found marking the Northwest corner of the said 33.51 acre tract, said point being an interior ell corner of the herein described tract;
- Thence, South 15°53'56" West, 1674.56 feet with the West line of the said 33.51 acre tract to a 1/2 inch steel rod found in the North line of said Longstreet and the South line of the said 75.52 acre tract marking the Southwest corner of the said 33.51 acre tract, said point being an exterior ell corner for the herein described tract;
- Thence, North 74°08'49" West, 126.72 feet with the North line of said Longstreet Road and the South line of the said 75.52 acre tract to a 1/2 inch steel rod found marking the Southwest corner of the said 75.53 acre tract and the most Southerly Southeast corner of the said 505.483 acre tract, said point being an angle point for the herein described tract;
- Thence, North 74°11'00" West, 1659.86 feet with the North line of said Longstreet Road and the South line of the said 505.483 acre tract to a 1 inch steel pipe found marking the most Southerly Southwest corner of the said 505.483 acre tract and the herein described tract, said point also being the Southeast corner of that certain 9.306 acre tract of land conveyed to Scott A. Carlisle, as described in deed recorded under County Clerk's File No. 2012-112934 of the said Official Public Records;
- Thence, North 15°21'10" East with the East line of the said 9.306 acre tract and the lower West line of the said 505.483 acre tract, at 1190.96 feet passing the Northeast corner of the said 9.306 acre tract and the most Easterly Southeast corner of that certain 11.969 acre tract of land conveyed to New Wave Communications Group Inc., as described in deed recorded under County Clerk's File No. 2009-079676 of the said Official Public Records, and continuing in all, a total distance of 1894.75 feet to a 1/2 inch steel pipe found marking the Northeast corner of the said 11.969 acre tract, and an interior ell corner of the said 505.483 acre tract and the herein described tract;
- Thence, North 74°41'53" West with the North line of the said 11.969 acre tract and a Southerly line of the said 505.483 acre tract, at 689.03 feet passing the Northwest corner of the said 11.969 acre tract and the Northeast corner of that certain 4.295 acre tract of land conveyed to Stewart Shawn Taylor, as described in deed recorded under County Clerk's File No. 2002-133119 of the said Official Public Records, at 1203.34 feet passing the Northwest corner of the said 4.295 acre tract and the Northeast corner of that certain 0.828 acre tract of land conveyed to Pamela Cooper, as described in deed recorded under County Clerk's File No. 2002-031741 of the said Official Public Records, at 1661.19 feet passing the Northwest corner of the said 0.828 acre tract and the Northeast corner of that certain 66.429 acre tract of land conveyed to Abbie Rucker, as described in deed recorded under County Clerk's File No. 2002-031737 of the said Official Public Records, and continuing in all, a total distance of 2669.61 feet to a 4 inch treated wood fence post found marking the Northwest corner of the said 66.429 acre tract, and an exterior ell corner of the said 505.483 acre tract and the herein described tract, said point also being in the Easterly line of that certain 165 acre tract of land conveyed to Samuel James Inglet, Jr., as described in deed recorded in Volume 511, Page 617 of the Deed Records of Montgomery County, from which point, a found 3/4 inch steel rod bears South 12°33' East, 3.65 feet;

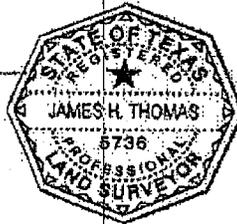
303.7569 Acres  
January 14, 2019  
Page 3

Thence, North  $13^{\circ}36'19''$  West, 1019.65 feet with the Easterly line of the said 165 acre tract and the Westerly line of the said 505.483 acre tract to a  $\frac{5}{8}$  inch steel rod with cap set for the Northwest corner of the herein described tract, said point being in the South line of the said 429.0000 acre tract;

Thence, South  $74^{\circ}52'12''$  East, 7138.64 feet with the South line of the said 429.0000 acre tract to the PLACE OF BEGINNING and containing 303.7569 acres or 13,231,653 square feet of land, more or less.

This description is based on the land title survey and plat (Job No. 16095) made under the direction of James H. Thomas, Registered Professional Land Surveyor on April 1, 2014 and re-surveyed on December 21, 2018.

  
James H. Thomas, R.P.L.S. No. 5736



**EXHIBIT "B"**  
**(Permitted Encumbrances)**

1. Utility easement 26 feet in width traversing the subject property, as granted to Entergy Gulf States, Inc. by instrument recorded under Montgomery County Clerk's File No. 9667717.
2. Pipeline right-of-way 50 feet in width traversing the subject property, as granted to Texas Intrastate Gas Company by instrument recorded in Volume 666, Page 123 of the Deed Records of Montgomery County, Texas. Said easement is subject to the amendment recorded under Montgomery County Clerk's File No. 2018007226.
3. Right-of-way 30 feet in width traversing the subject property, as granted to Moran Utilities Company by instrument recorded in Volume 452, Page 231 of the Deed Records of Montgomery County, Texas.
4. Pipeline right-of-way 30 feet in width traversing the subject property, as granted to Spindletop Gas Distribution System by instrument recorded under County Clerk's File No. 8452547 of the Real Property Records of Montgomery County, Texas.
5. Right-of-way easement in favor of Texas Eastern Transmission Company, as set forth and defined in instrument recorded in Volume 333, Page 13 of the Deed Records of Montgomery County, Texas.
6. Right-of-way easements in favor of Morgas Company, as set forth and defined in instruments recorded in Volume 580, Page 492 and Volume 629, Page 607 of the Deed Records of Montgomery County, Texas.
7. Right-of-way easements in favor of Texas Intrastate Gas Company, as set forth and defined in instruments recorded in Volume 582, Page 232; Volume 593, Page 487; Volume 667, Page 914; and Volume 763, Page 806 of the Deed Records of Montgomery County, Texas.
8. Right-of-way easements in favor of Entergy Gulf States, Inc. as set forth and defined in instruments recorded under Montgomery County Clerk's File Nos. 9837893 and 99064672.
9. Right-of-way easement in favor of Texas Eastern Transmission Company, as set forth and defined in instrument recorded in Volume 339, Page 152 of the Deed Records of Montgomery County, Texas.
10. Right-of-way easement 50 feet in width in favor of Morgas Company, as set forth and defined in instruments recorded in Volume 580, Page 492 and Volume 692, Page 607 of the Deed Records of Montgomery County, Texas.
11. Right-of-way and easement 50 feet in width in favor of Texas Intrastate Gas Company, as set forth and defined in instrument recorded in Volume 629, Page 610 of the Deed Records of Montgomery County, Texas.
12. An undivided 1/16th of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same reserved by Mrs. Allie D. Smith and husband, E. A. Smith by instrument recorded in Volume 120, Page 254 of the Deed Records of Montgomery County, Texas.

13. Oil, gas and mineral lease dated June 1, 1951, recorded in Volume 315, Page 52 of the Deed Records of Montgomery County, Texas, in favor of Carleton D. Speed, Jr.; said lease having been subsequently ratified and/or amended by instruments recorded in Volume 362, Page 162 and Volume 363, Page 495 of the Deed Records of Montgomery County, Texas.
14. An undivided 1/4th non-participating royalty interest in and to all the oil, gas and other minerals on, in, under or that may be produced from the subject property as the same are conveyed to Mary Sykes Cahan and Margaret Sykes Maurogordato by instrument recorded in Volume 369, Page 501 of the Deed Records of Montgomery County, Texas.
15. An undivided 1/16th non-participating royalty interest in and to all the oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same are conveyed to Allie D. Smith by instrument recorded in Volume 395, Page 521 of the Deed Records of Montgomery County, Texas.
16. Oil, gas and mineral lease dated November 20, 1960, recorded in Volume 502 Page 115 of the Deed Records of Montgomery County, Texas, in favor of Morris K. Womack; said lease having been subsequently assigned to Moran Utilities Company by instrument recorded in Volume 524 Page 581 of the Deed Records, and extended by instrument recorded in Volume 553, Page 354 of the Deed Records of said County.
17. Oil, gas and mineral lease dated September 15, 1970, recorded in Volume 718, Page 352 of the Deed Records of Montgomery County, Texas, in favor of The Moran Corporation; said lease having been subsequently assigned to Moran Utilities by instrument recorded in Volume 720, Page 608 of the Deed Records of said County.
18. Oil, gas and mineral lease dated June 25, 1976, recorded in Volume 947, Page 723 of the Deed Records of Montgomery County, Texas, in favor of The Moran Corporation.
19. Oil, gas and mineral lease dated July 26, 1976, recorded in Volume 948, Page 154 of the Deed Records of Montgomery County, Texas, in favor of Dan W. Jackson, Jr.; said lease having been subsequently assigned to The Moran Corporation by instrument recorded in Volume 949, Page 898 of the Deed Records of said County.
20. Designation of Gas Unit (J. B. SYKES GAS UNIT NO. 1) recorded in Volume 998, Page 469 of the Real Property Records of Montgomery County, Texas.
21. Oil, gas and mineral lease dated December 17, 1977, recorded in Volume 1048, Page 209 of the Deed Records of Montgomery County, Texas, in favor of Kirby Exploration Company.
22. Oil, gas and mineral lease dated December 16, 1977, recorded in Volume 1048, Page 211 of the Deed Records of Montgomery County, Texas, in favor of Kirby Exploration Company.
23. Oil, gas and mineral lease dated December 16, 1977, recorded in Volume 1048, Page 213 of the Deed Records of Montgomery County, Texas, in favor of Kirby Exploration Company.

24. Oil, gas and mineral lease dated December 15, 1977, recorded in Volume 1048, Page 218 of the Deed Records of Montgomery County, Texas, in favor of Kirby Exploration Company.
25. Oil, gas and mineral lease dated December 8, 1980, recorded under File No. 8104050 of the Real Property Records of Montgomery County, Texas, in favor of Kirby Exploration Company.
26. Oil, gas and mineral lease dated November 23, 1984, recorded under County Clerk's File No. 8461691 of the Real Property Records of Montgomery County, Texas, in favor of Seagull International Exploration, Inc.
27. Oil, gas and mineral lease dated October 23, 2000, recorded under County Clerk's File No. 2000-102713 of the Real Property Records of Montgomery County, Texas, in favor of Mitchell Energy Corporation.
28. Oil, gas and mineral lease dated October 23, 2000, recorded under County Clerk's File No. 2000-102714 of the Real Property Records of Montgomery County, Texas, in favor of Mitchell Energy Corporation.
29. Oil, gas and mineral lease dated October 30, 2000, recorded under County Clerk's File No. 2001-022026 of the Real Property Records of Montgomery County, Texas, in favor of Mitchell Energy Corporation.
30. Oil, gas and mineral lease dated October 31, 2000, recorded under County Clerk's File No. 2001-022027 of the Real Property Records of Montgomery County, Texas, in favor of Mitchell Energy Corporation.
31. Oil, gas and mineral lease dated October 24, 1983, recorded under County Clerk's File No. 8408826 of the Real Property Records of Montgomery County, Texas, in favor of Seagull International Exploration, Inc.; said lease having been subsequently ratified by instrument recorded under Clerk's File No. 8519996 of the Real Property Records of said County.
32. Oil, gas and mineral lease date October 24, 1983, recorded under County Clerk's File No. 8411280 of the Real Property Records of Montgomery County, Texas, in favor of Seagull International Exploration, Inc.; said lease having been subsequently ratified by instruments recorded under Clerk's File Nos. 8513476 and 8519997 of the Real Property Records of said County.
33. An undivided 1/2 of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same reserved by American National Insurance Company, as evidenced by instrument recorded in Volume 222 Page 155 of the Deed Records of Montgomery County, Texas.
34. Oil, gas and mineral lease dated November 20, 1960, recorded in Volume 502, Page 118 of the Deed Records of Montgomery County, Texas, in favor of Morris K. Womack; said lease having been subsequently assigned to Moran Utilities Company by instrument recorded in Volume 524, Page 581 of the Deed Records, and extended by instrument recorded in Volume 553, Page 357 of the Deed Records of said County.

35. Oil, gas and mineral lease dated September 16, 1970, recorded in Volume 718, Page 373 of the Deed Records of Montgomery County, Texas, in favor of The Moran Corporation.
36. Oil, gas and mineral lease dated February 22, 1976, recorded in Volume 928 Page 347 of the Deed Records of Montgomery County, Texas, in favor of The Moran Corporation.
37. Oil, gas and mineral lease dated June 25, 1976, recorded in Volume 947, Page 720 of the Deed Records of Montgomery County, Texas, in favor of The Moran Corporation.
38. Oil, gas and mineral lease dated December 17, 1977, recorded in Volume 1048, Page 209 of the Deed Records of Montgomery County, Texas, in favor of Kirby Exploration Company.
39. Oil, gas and mineral lease dated December 16, 1977, recorded in Volume 1048 Page 211 of the Deed Records of Montgomery County, Texas, in favor of Kirby Exploration Company.
40. Oil, gas and mineral lease dated December 16, 1977, recorded in Volume 1048 Page 213 of the Deed Records of Montgomery County, Texas, in favor of Kirby Exploration Company.
41. Oil, gas and mineral lease dated January 13, 1978, recorded in Volume 1056 Page 429 of the Deed Records of Montgomery County, Texas, in favor of Kirby Exploration Company.
42. Oil, gas and mineral lease dated December 8, 1980, recorded under File No. 8104050 of the Real Property Records of Montgomery County, Texas, in favor of Kirby Exploration Company.
43. Oil, gas and mineral lease dated March 30, 1970, recorded in Volume 706, Page 523 the Real Property Records of Montgomery County, Texas, in favor of The Moran Corporation; said lease having been subsequently assigned to Moran Utilities Company by instrument recorded in Volume 720, Page 608 of the Deed Records of said County.
44. Designation of Gas Unit (JAMES B. SYKES, ETAL, 640 ACRE GAS UNIT) recorded in Volume 526, Page 451 of the Deed Records of Montgomery County, Texas.
45. An undivided 1/4th royalty interest in and to all the oil, gas and other minerals on, in, under or that may be produced from the subject property as conveyed to L.T. Leonard by instrument recorded in Volume 285, Page 239 of the Deed Records of Montgomery County, Texas. Subsequently, a 1/16th interest out of said 1/4th interest was conveyed to M. H. Marr, Trustee, by instrument recorded in Volume 282, Page 432 of the Deed Records and a 1/16th interest out of said 1/4th interest was conveyed to Paul M. Raigorodsky by instrument recorded in Volume 287, Page 135 of the Deed Records of Montgomery County, Texas. Morton H. Marr, Trustee subsequently conveyed his remaining interest to Ray H. Marr, Marilyn Fogelman and Sharon Johnson by instruments recorded in Volume 406, Page 473; Volume 469, Page 232; and Volume 556, Page 138 of the Deed Records of Montgomery County, Texas. Agreement regarding interest of L.T. Leonard recorded in Volume 374, Page 446 of the Deed Records of Montgomery County, Texas.
46. Oil, gas and mineral lease dated March 5, 1951 recorded in Volume 312, Page 609 of the Deed Records of Montgomery County, Texas in favor of Carleton D. Speed, Jr., said lease having been

subsequently assigned to The Superior Oil Company by instrument recorded in Volume 376, Page 281 of the Deed Records of Montgomery County, Texas.

47. An undivided 1/4th non-participating royalty interest in and to all the oil, gas and other minerals on, in, under or that may be produced from the subject property as conveyed to Walter Thomas and E. L. Hanson by instrument recorded in Volume 374, Page 203 of the Deed Records of Montgomery County, Texas. Said interest was subsequently conveyed to Dan J. Harrison, Jr. by instrument recorded in Volume 374, Page 200 of the Deed Records of Montgomery County, Texas.
48. Oil, gas and mineral lease dated January 9, 1967 recorded in Volume 630, Page 647 of the Deed Records of Montgomery County, Texas in favor of The Moran Corporation,
49. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same, as reserved by River Oaks Trust Company, Administrator with Will Annexed of the Estate of William T. Moran, Deceased, by instrument recorded under Montgomery County Clerk's File No. 9412840. Waiver of surface rights and designation of drill sites as set forth therein. Said interest having been subsequently conveyed to WTMI Properties I, Ltd., WRM Land, Ltd., and Susan Moran by instrument recorded under Montgomery County Clerk's File No. 2000-024959.
50. Memorandum of oil, gas and mineral lease dated May 18, 2001 recorded under Montgomery County Clerk's File No. 2001-068374 in favor of Mitchell Energy Company, L.P.
51. Memorandum of oil, gas and mineral lease dated June 11, 2011 recorded under Montgomery County Clerk's File No. 2001-068375 in favor of Mitchell Energy Company, L.P.
52. Oil, gas and mineral lease dated March 5, 1951 recorded in Volume 312, Page 606 of the Deed Records of Montgomery County, Texas in favor of Carleton D. Speed, Jr.
53. Oil, gas and mineral lease dated June 1, 1977 recorded in Volume 997, Page 898 of the Deed Records of Montgomery County, Texas in favor of Texas Gas Company.
54. One-half of the owned interest of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument recorded in/under Clerk's File No. 9508457 of the Real Records of Montgomery County, Texas. All executive rights in and to the mineral estate retained and reserved by the grantors therein were conveyed to the grantee, as set forth therein.
55. Subject to the provisions, restrictions and qualifications as set forth in Order by the Texas Water Quality Board, dated November 20, 1970 establishing a water quality zone around Lake Conroe Reservoir, a copy of which order is recorded in Volume 741, Page 445 of the Deed Records of Montgomery County, Texas.
56. All terms, conditions, provisions and easements contained in the Easement Agreement recorded under Montgomery County Clerk's File No. 2014090438.
57. Terms, conditions, provisions and easements contained in the Easement Agreement recorded under Montgomery County Clerk's File No. 2016110361.

58. Terms, conditions, provisions and easements contained in the Easement Agreement recorded under Montgomery County Clerk's File No. 2017038917.
59. An easement granted to American Telephone and Telegraph Company by instrument recorded under Volume 302, Page 21 of the Deed Records of Montgomery County, Texas.
60. Any rights, easements, interests or claims which may exist by reason of the various protrusions and encroachments of a barbed wire fence, as reflected on survey drawing made by James H. Thomas RPLS No. 5736 dated January 14, 2019.

**E-FILED FOR RECORD**  
**02/05/2019 04:20PM**

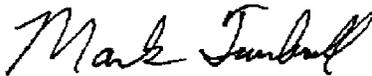


COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**02/05/2019**



County Clerk  
Montgomery County, Texas

SPECIAL DISTRICT LOCAL LAWS CODE  
TITLE 6. WATER AND WASTEWATER  
SUBTITLE F. MUNICIPAL UTILITY DISTRICTS  
CHAPTER 8119. MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT  
NO. 100

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 8119.001. DEFINITIONS. In this chapter:

(1) "Board" means the board of directors of the district.

(2) "Director" means a member of the board.

(3) "District" means the Montgomery County Municipal Utility District No. 100.

Added by Acts 2005, 79th Leg., Ch. 1222 (H.B. 1054), Sec. 1, eff. September 1, 2005.

Sec. 8119.002. NATURE OF DISTRICT; FINDINGS OF PUBLIC PURPOSE AND BENEFIT. (a) The district is created to serve a public purpose and benefit.

(b) The creation of the district is essential to accomplish the purposes of:

(1) a municipal utility district as provided by general law and Section 59, Article XVI, Texas Constitution; and

(2) Section 52, Article III, Texas Constitution, that relate to the construction, acquisition, improvement, operation, or maintenance of macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

Added by Acts 2005, 79th Leg., Ch. 1222 (H.B. 1054), Sec. 1, eff. September 1, 2005.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 640 (H.B. 4334), Sec. 5(a), eff. June 12, 2017.

Acts 2017, 85th Leg., R.S., Ch. 658 (S.B. 2252), Sec. 1, eff. June 12, 2017.

Sec. 8119.004. INITIAL DISTRICT TERRITORY. (a) The

district is initially composed of the territory described by Section 2 of the Act creating this chapter.

(b) The boundaries and field notes contained in Section 2 of the Act creating this chapter form a closure. A mistake made in the field notes or in copying the field notes in the legislative process does not affect:

(1) the organization, existence, or validity of the district;

(2) the right of the district to impose taxes;

(3) the validity of the district's bonds, notes, or indebtedness; or

(4) the legality or operation of the district or the board.

Added by Acts 2005, 79th Leg., Ch. 1222 (H.B. 1054), Sec. 1, eff. September 1, 2005.

Sec. 8119.005. APPLICABILITY OF OTHER WATER DISTRICTS LAW. Except as otherwise provided by this chapter, Chapters 49 and 54, Water Code, apply to the district.

Added by Acts 2005, 79th Leg., Ch. 1222 (H.B. 1054), Sec. 1, eff. September 1, 2005.

#### SUBCHAPTER A-1. TEMPORARY PROVISIONS

Sec. 8119.021. TEMPORARY DIRECTORS. (a) On or after September 1, 2005, a person who owns land in the district may submit a petition to the Texas Commission on Environmental Quality requesting that the commission appoint as temporary directors the five persons named in the petition.

(b) The commission shall appoint as temporary directors the five persons named in the first petition received by the commission under Subsection (a).

(c) If a temporary director fails to qualify for office or if a vacancy occurs in the office of temporary director, the vacancy shall be filled as provided by Section 49.105, Water Code.

(d) Temporary directors serve until the date the directors are elected under Section 8119.023.

(e) If permanent directors have not been elected under Section 8119.023 and the terms of the temporary directors have expired, successor temporary directors shall be appointed or reappointed as provided by Subsection (f) to serve terms that expire on the earlier of:

(1) the date permanent directors are elected under Section 8119.023; or

(2) the fourth anniversary of the date of the appointment or reappointment.

(f) If Subsection (e) applies, the owner or owners of a majority of the assessed value of the real property in the district may submit a petition to the commission requesting that the commission appoint as successor temporary directors the five persons named in the petition. The commission shall appoint as successor temporary directors the five persons named in the petition.

Added by Acts 2005, 79th Leg., Ch. 1222 (H.B. 1054), Sec. 1, eff. September 1, 2005.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1065 (H.B. 4715), Sec. 8, eff. June 19, 2009.

Sec. 8119.022. ORGANIZATIONAL MEETING OF TEMPORARY DIRECTORS. As soon as practicable after all the temporary directors have qualified under Section 49.055, Water Code, the temporary directors shall meet at a location in the district agreeable to a majority of the directors. If a location cannot be agreed upon, the meeting shall be at the Montgomery County Courthouse. At the meeting, the temporary directors shall elect officers from among the temporary directors and conduct any other district business.

Added by Acts 2005, 79th Leg., Ch. 1222 (H.B. 1054), Sec. 1, eff. September 1, 2005.

Sec. 8119.023. CONFIRMATION AND INITIAL DIRECTORS' ELECTION. (a) The temporary directors shall hold an election to confirm the creation of the district and to elect five directors as

provided by Section 49.102, Water Code.

(b) Section 41.001(a), Election Code, does not apply to a confirmation and initial directors' election held under this section.

Added by Acts 2005, 79th Leg., Ch. 1222 (H.B. 1054), Sec. 1, eff. September 1, 2005.

Sec. 8119.024. INITIAL ELECTED DIRECTORS; TERMS. The directors elected under Section 8119.023 shall draw lots to determine which two shall serve until the first regularly scheduled election of directors under Section 8119.052 and which three shall serve until the second regularly scheduled election of directors.

Added by Acts 2005, 79th Leg., Ch. 1222 (H.B. 1054), Sec. 1, eff. September 1, 2005.

Sec. 8119.025. FIRST REGULARLY SCHEDULED ELECTION OF DIRECTORS. The board by order may postpone the first election under Section 8119.052 following the confirmation and directors' election held under Section 8119.023 if:

(1) the election would otherwise occur not later than the 60th day after the date on which the confirmation election is held; or

(2) the board determines that there is not sufficient time to comply with the requirements of law and to order the election.

Added by Acts 2005, 79th Leg., Ch. 1222 (H.B. 1054), Sec. 1, eff. September 1, 2005.

#### SUBCHAPTER B. BOARD OF DIRECTORS

Sec. 8119.051. DIRECTORS; TERMS. (a) The district is governed by a board of five directors.

(b) Directors serve staggered four-year terms.

Added by Acts 2005, 79th Leg., Ch. 1222 (H.B. 1054), Sec. 1, eff. September 1, 2005.

Sec. 8119.052. ELECTION OF DIRECTORS. On the uniform

election date in May of each even-numbered year, the appropriate number of directors shall be elected.

Added by Acts 2005, 79th Leg., Ch. 1222 (H.B. 1054), Sec. 1, eff. September 1, 2005.

#### SUBCHAPTER C. POWERS AND DUTIES

Sec. 8119.101. UTILITIES. The district may not impose an impact fee or assessment on the property, equipment, rights-of-way, facilities, or improvements of:

- (1) an electric utility as defined by Section 31.002, Utilities Code;
- (2) a gas utility as defined by Section 101.003 or 121.001, Utilities Code;
- (3) a telecommunications provider as defined by Section 51.002, Utilities Code; or
- (4) a cable operator as defined by 47 U.S.C. Section 522, as amended.

Added by Acts 2005, 79th Leg., Ch. 1222 (H.B. 1054), Sec. 1, eff. September 1, 2005.

Sec. 8119.102. COMPLIANCE WITH MUNICIPAL CONSENT ORDINANCES OR RESOLUTIONS. Subject to the limitations of Section 54.016, Water Code, the district shall comply with all applicable requirements of any ordinance or resolution adopted by a municipality in the corporate limits or extraterritorial jurisdiction of which the district is located, including an ordinance or resolution adopted before September 1, 2005, that consents to the creation of the district or to the inclusion of lands within the district.

Added by Acts 2005, 79th Leg., Ch. 1222 (H.B. 1054), Sec. 1, eff. September 1, 2005.

Sec. 8119.103. LIMITATION ON USE OF EMINENT DOMAIN. (a) The district may not exercise the power of eminent domain outside the district boundaries to acquire a site for a water treatment plant, water storage facility, wastewater treatment plant, or wastewater

disposal facility.

(b) The district may exercise the power of eminent domain as provided by this section only if the district submits a letter to the comptroller not later than December 31, 2015, in accordance with the requirements of Section 2206.101(b), Government Code, other than the requirement that the letter be submitted by the date specified by that section.

(c) Notwithstanding the expiration of the district's authority to exercise the power of eminent domain under Section 2206.101(c), Government Code, the district may exercise the power of eminent domain as provided by law applicable to the district on or after the 90th day after the date the district submits a letter in accordance with Subsection (b).

Added by Acts 2005, 79th Leg., Ch. 1222 (H.B. 1054), Sec. 1, eff. September 1, 2005.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 984 (H.B. 4175), Sec. 9, eff. September 1, 2015.

Sec. 8119.104. AUTHORITY FOR ROAD PROJECTS. Under Section 52, Article III, Texas Constitution, the district may design, acquire, construct, finance, issue bonds for, improve, operate, maintain, and convey to this state, a county, or a municipality for operation and maintenance macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

Added by Acts 2017, 85th Leg., R.S., Ch. 640 (H.B. 4334), Sec. 5(b), eff. June 12, 2017.

Added by Acts 2017, 85th Leg., R.S., Ch. 658 (S.B. 2252), Sec. 2, eff. June 12, 2017.

Sec. 8119.105. ROAD STANDARDS AND REQUIREMENTS. (a) A road project must meet all applicable construction standards, zoning and subdivision requirements, and regulations of each municipality in whose corporate limits or extraterritorial jurisdiction the road project is located.

(b) If a road project is not located in the corporate limits or extraterritorial jurisdiction of a municipality, the road

project must meet all applicable construction standards, subdivision requirements, and regulations of each county in which the road project is located.

(c) If the state will maintain and operate the road, the Texas Transportation Commission must approve the plans and specifications of the road project.

Added by Acts 2017, 85th Leg., R.S., Ch. 640 (H.B. [4334](#)), Sec. 5(b), eff. June 12, 2017.

Added by Acts 2017, 85th Leg., R.S., Ch. 658 (S.B. [2252](#)), Sec. 2, eff. June 12, 2017.

#### SUBCHAPTER D. BONDS

Sec. 8119.151. BONDS FOR ROAD PROJECTS. At the time of issuance, the total principal amount of bonds or other obligations issued or incurred to finance road projects and payable from ad valorem taxes may not exceed one-fourth of the assessed value of the real property in the district.

Added by Acts 2017, 85th Leg., R.S., Ch. 640 (H.B. [4334](#)), Sec. 5(c), eff. June 12, 2017.

Added by Acts 2017, 85th Leg., R.S., Ch. 658 (S.B. [2252](#)), Sec. 3, eff. June 12, 2017.

# APPLICATION TO AMEND SVGU OPERATING PERMIT -DECREASE AUTHORIZED WITHDRAWAL-

Lone Star Groundwater Conservation District  
655 Conroe Park North Dr.  
Conroe, Texas 77303  
Phone: (936) 494-3436 Metro: (936) 441-3437 Fax: (936) 494-3438  
Email: [info@lonestargcd.org](mailto:info@lonestargcd.org) Web Site: [www.lonestargcd.org](http://www.lonestargcd.org)

### District To Complete

Date Received: \_\_\_\_\_

Received By: \_\_\_\_\_

QB Received: \_\_\_\_\_

### PLEASE COMPLETE ALL INFORMATION:

Application Date: 02-12-2021

Operating Permit Number: OP-19122002

Current Operating Permit Total Authorized Withdrawal: 70,000,000 Gallons

Desired Amended Operating Permit Total Authorized Withdrawal: 20,000,000 Gallons

Permit Name: Chambers Telge, LLC Phone: 713-690-0000

Mailing Address: 9955 Barker Cypress Road, Suite 250 Fax: \_\_\_\_\_

City: Cypress State: Texas Zip: 77433

Attention: Kathy Counce Phone: 713-690-0000

Reason for decrease: Irrigation wells previously permitted are to transfer to their own operating permit

Current meter reading: 0 well has not been constructed

### **\*READ THIS STATEMENT CAREFULLY\***

I understand that I am seeking an amendment to decrease the total authorized amount of groundwater I am permitted to produce in a calendar year under my Operating Permit. As set forth in the District Rules, I realize that, if this permit amendment is approved, I will NOT be entitled to increase the total authorized amount of groundwater that I am permitted to produce under this Operating Permit in the future without seeking an amendment to the permit, which will require notice, hearing, and approval by the Board of Directors of the District. I also understand that any such future applications to amend the permit to increase the total authorized withdrawal above the amended amount I am seeking in this application may be denied or granted in a lesser amount than I may apply for based on groundwater availability or the District Rules.

### **CERTIFICATION**

**I have read the preceding statement and understand it. I hereby certify that the information I have given in this application is true and accurate to the best of my knowledge and belief.**

Kathy Counce  
Print Name

DocuSigned by:  
Kathy Counce  
B03D0409C446441  
Signature of Well Owner or Authorized Agent

2/13/2021  
Date

Status: APPROVED / DENIED

General Manager \_\_\_\_\_ Date \_\_\_\_\_

## ORDER DIVIDING DISTRICT INTO THREE DISTRICTS

Montgomery County Municipal Utility District No. 100 (“Original District”) is a municipal utility district created and operating under and pursuant to Chapter 8119, Texas Special District Local Laws Code, and Chapters 49 and 54, Texas Water Code.

Section 8119.106, Texas Special District Local Laws Code, authorizes the Original District to divide the Original District into two or more new districts if the Original District has no outstanding bonded debt and is not imposing ad valorem taxes.

The Original District desires to divide the District into three (3) districts in order to better develop the infrastructure necessary to serve the Original District.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 100 THAT:

The District hereby finds and declares the following:

Section 1: The Original District has no outstanding bonded debt and is not imposing ad valorem taxes on any property located within the Original District.

Section 2: The Original District has not held a confirmation or initial directors’ election to confirm the creation of the Original District.

Section 3: The Original District, described by metes and bounds in **Exhibit A**, shall be divided into three (3) municipal utility districts:

1. Montgomery County Municipal Utility District No. 100 (“MUD 100”), described by metes and bounds in **Exhibit B**;
2. Montgomery County Municipal Utility District No. 171 (“MUD 171”), described by metes and bounds in **Exhibit C**; and
3. Montgomery County Municipal Utility District No. 172 (“MUD 172”), described by metes and bounds in **Exhibit D**.

Section 4: The property described in Exhibits B, C, and D do not contain any land outside the land located within the boundaries of the Original District, described by metes and bounds in **Exhibit A**.

Section 5: The following persons are hereby appointed as temporary directors for MUD 171:

Jim Polomsky  
Jane Summa  
Kennith Hartsaw  
Ronda Schaub  
Juanita Orsak

Section 6: The following persons are hereby appointed as temporary directors for MUD 172:

Jessica Hartsaw  
Dean DiBassie  
Summer Merryman  
Sandra Ellis  
Kim Mericle

Section 7: Since the Original District does not possess any assets or liabilities, a division of any such assets or liabilities between MUD 100, MUD 171, and MUD 172 is not necessary. MUD 100 will remain the party in interest on any contracts or other obligations that exist on the date of this Order. Any consent, ordinance, or resolution applicable to the Original District applies to MUD 100, MUD 171, and MUD 172.

Section 8: The laws of Chapter 8119, Texas Special District Local Laws Code, shall apply to MUD 100, MUD 171, and MUD 172. Accordingly, MUD 100, MUD 171, and MUD 172 shall have the same powers and duties of the Original District.

Section 9: On or before the 30<sup>th</sup> day after the date of this Order, MUD 100, MUD 171, and MUD 172 shall file this Order with the Texas Commission on Environmental Quality and record this Order in the real property records of Montgomery County, Texas.

[Execution page follows.]

ADOPTED AND APPROVED on January 21, 2020.



\_\_\_\_\_  
President, Board of Directors

ATTEST:



\_\_\_\_\_  
Assistant Secretary, Board of Directors

(SEAL)

**EXHIBIT A**

Montgomery County Municipal Utility District No. 100 (Original District)  
Metes and Bounds Description

METES AND BOUNDS DESCRIPTION  
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 100  
758.990 ACRES  
IN THE WILLIAM WEIR SURVEY, ABSTRACT NO. 42  
AND THE JAMES ELKINS SURVEY, ABSTRACT NO. 198  
MONTGOMERY COUNTY, TEXAS

A 758.990 ACRE TRACT OF LAND, BEING COMPRISED OF A PORTION OF THAT CERTAIN 539.822 ACRE TRACT, A PORTION OF THAT CERTAIN 345.00 ACRE TRACT, ALL OF THAT CERTAIN 8.407 ACRE TRACT, ALL OF THAT CERTAIN 505.483 ACRE TRACT, AND A PORTION OF THAT CERTAIN 75.52 ACRE TRACT OF LAND, ALL CONVEYED TO MICHAEL G. MANNERS, AS DESCRIBED IN DEEDS RECORDED UNDER COUNTY CLERK'S FILE NO(S). 9508457, 9508458, 2000-103981, 97054115, AND 2000-011520, OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS, SAID 758.990 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch steel rod with cap found in the north line of Longstreet Road (right-of-way varies), and the south line of the said 345.00 acre tract marking the southwest corner of that certain 1.890 acre tract of land conveyed to Love's Travel Stops & Country Stores, Inc., as described in County Clerk's File No. 2006-141650 of the said Official Public Records;

THENCE, North 71°40'15" West, 269.31 feet along the north line of said Longstreet Road to the southeast corner of the herein described tract and being the POINT OF BEGINNING;

THENCE, in a northwesterly direction along the north line of said Longstreet Road as follows:

- THENCE, North 71°40'15" West, 996.91 feet to a point for corner;
- THENCE, North 70°35'24" West, 832.19 feet to a point for corner;
- THENCE, North 75°51'31" West, 428.03 feet to a point for corner;
- THENCE, North 79°32'59" West, 915.10 feet to a point for corner;
- THENCE, North 75°16'38" West, 654.77 feet to a point for corner;
- THENCE, North 74°38'52" West, 2492.02 feet to a point for corner;
- THENCE, North 74°08'48" West, 152.05 feet to the southwest corner of this tract of land;

THENCE, in a northerly direction along the west line of this tract of land as follows:

- THENCE, North 15°12'12" East, 2525.27 feet to a point for corner;
- THENCE, South 74°45'22" East, 1453.09 feet to a point for corner;
- THENCE, North 14°46'27" East, 4278.49 feet to the northwest corner of this tract of land and being in the south line of Calvary Road (80' R.O.W.);

THENCE, South 73°41'20" East, 2757.80 feet along the south line of said Calvary Road to the southeast corner of this tract of land;

THENCE, South 15°07'48" West, 3209.39 feet to a point for corner;

THENCE, South 74°26'07" East, 2354.27 feet to a point for corner;

THENCE, North 15°23'39" East, 1311.19 feet to the most easterly northeast corner of this tract of land and being in the west line of I.H. 45;

THENCE, in a southeasterly direction along the west line of said I.H. 45 as follows:

- THENCE, South 01°38'03" East, 509.25 feet to a point for corner;
- THENCE, South 00°34'07" East, 600.39 feet to a point for corner;
- THENCE, South 02°16'39" West, 600.02 feet to a point for corner;
- THENCE, South 00°38'13" East, 200.31 feet to a point for corner;

THENCE, South 04°02'56" East, 500.41 feet to a point for corner;

THENCE, South 00°38'08" East, 800.08 feet to a point for corner;

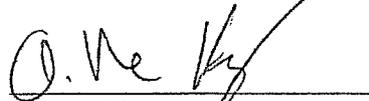
THENCE, South 00°37'36" East, 1288.19 feet to the most easterly southeast corner of this tract of land;

THENCE, North 75°02'00" West, 1458.17 feet to an angle point of this tract;

THENCE, South 00°00'00" East, 560.00 feet to the POINT OF BEGINNING and containing 758.990 acres of land.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

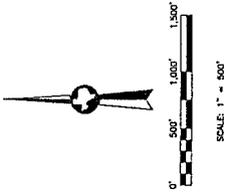
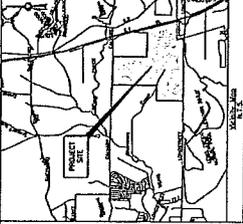
EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC.



A. Munroe Kelsay, R.P.L.S.  
Texas Registration No. 5580  
10555 Westoffice Drive  
Houston, Texas 77042  
713-784-4500



Date: February 16, 2016  
Job No: 141-044-00  
File No: R:\2014\0141-044-00\MUD docs\758.990 Ac\_MUCUMD100.doc



EXCELLED, AFFIRMED AND ACKNOWLEDGED BY THE UNDERSIGNED MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, TEXAS, THIS 27th DAY OF MARCH, 2017, AT THE COURTHOUSE, 100 WEST WEAIR ROAD, WEAIR, TEXAS 77042.

\_\_\_\_\_  
 PRESIDENT  
 \_\_\_\_\_  
 VICE PRESIDENT  
 \_\_\_\_\_  
 SECRETARY  
 \_\_\_\_\_  
 ASSISTANT SECRETARY  
 \_\_\_\_\_  
 DIRECTOR

STATE OF TEXAS  
 COUNTY OF MONTGOMERY

BEFORE ME, THE UNDERSIGNED, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

\_\_\_\_\_  
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTE: FOR ADDITIONAL INFORMATION ABOUT THIS INSTRUMENT, THE ACTS AND BOOKS DESCRIPTION REFERRED TO HEREIN, CONTACT THE CLERK OF THE COUNTY CLERK'S OFFICE AT 100 WEST WEAIR ROAD, WEAIR, TEXAS 77042. THE CLERK'S OFFICE IS OPEN MONDAY THROUGH FRIDAY, 9:00 AM TO 5:00 PM. THE CLERK'S OFFICE IS CLOSED ON SATURDAY, SUNDAY, AND HOLIDAYS. THE CLERK'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INSTRUMENT OR THE SURFACE TO BE DEMONSTRATED BY THE INSTRUMENT.

THE INSTRUMENT WAS PREPARED UNDER THE AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, TEXAS, AND IS SUBJECT TO THE APPROVAL AND SIGNATURE OF THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, TEXAS.

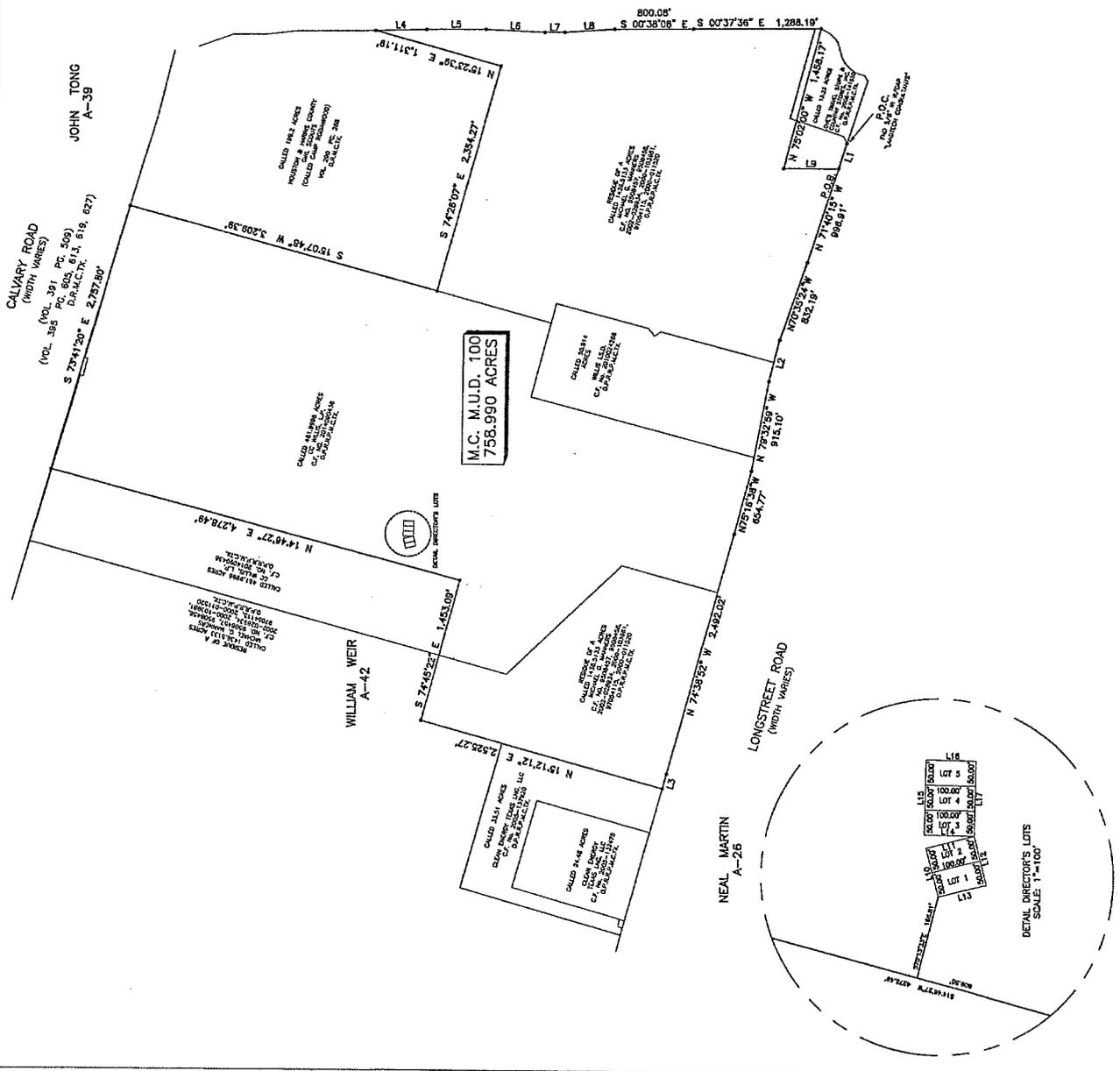
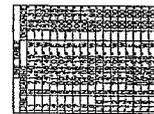
\_\_\_\_\_  
 CLERK OF THE COUNTY CLERK'S OFFICE  
 MONTGOMERY COUNTY, TEXAS

**EHRA**  
 10555 Westfield Drive  
 Houston, Texas 77042  
 713.784.4500  
 www.ehrahouston.com  
 281.414.4500  
 281.414.4500

BOUNDARY MAP OF MONTGOMERY COUNTY  
 MUNICIPAL DISTRICT NO. 100  
 758,990 ACRES  
 WILLIAM WEIR SURVEY, ABSTRACT NO. 42  
 MONTGOMERY COUNTY, TEXAS

DATE: March 27, 2017 | SCALE: 1" = 500' | JOB NO.: 141-04-00  
 DWS: 141-04-00-000-000000000000 | DRAWING NO.: 806

INTERSTATE HIGHWAY 45  
 (WIDTH VARIES)  
 (PROJECT R.C.S.J. 0675-08-093)



**LEGEND**  
 1. 1/4 SECTION  
 2. 1/2 SECTION  
 3. 3/4 SECTION  
 4. 1/2 SECTION  
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 97. 1/4 SECTION  
 98. 1/4 SECTION  
 99. 1/4 SECTION  
 100. 1/4 SECTION

**EXHIBIT B**

Montgomery County Municipal Utility District No. 100 (new district)  
Metes and Bounds Description

**METES AND BOUNDS DESCRIPTION**  
**MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 100**  
**345.610 ACRES & 4.376 ACRES**  
**IN THE WILLIAM WEIR SURVEY, ABSTRACT NO. 42**  
**MONTGOMERY COUNTY, TEXAS**

**TRACT-I:**

A 345.610 ACRE TRACT OF LAND, BEING OUT AND A PART OF A CALLED 461.9996 ACRE TRACT OF LAND AND A 21.11 ACRE TRACT OF LAND AS CONVEYED TO CHAMBERS TELGE, L.L.C. AND RECORDED AT COUNTY CLERK'S FILE NO. (C.C.F. NO.) 2018115311 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS (O.P.R.R.P.M.C.T.), AND A CALLED 50.914 ACRE TRACT OF LAND AS CONVEYED TO WILLIS I.S.D. AND RECORDED AT C.C.F. NO. 2010024266 OF THE O.P.R.R.P.M.C.T.; SAID 345.610 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, Central Zone (#4203), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum. All distance are actual distances. Scale factor = 0.99991968266.

BEGINNING at a fence corner found for the Northeast corner of this tract of land, the Northeast corner of said 461.9996 acre tract of land, the Northwest corner of a called 199.2 acre tract of land as conveyed to Houston & Harris County Girl Scouts and recorded at Volume 290, Page 288 of the Deed Records of Montgomery County, Texas, and being in the Southerly right-of-way line of Calvary Road (80 feet wide) as recorded in Volume 391, Page 509 and in Volume 395, Page 605, 613, 619 and 627 of the Montgomery County Deed Records.

THENCE, with the East line of this tract of land the following courses and distances:

1. S 12°04'44" W, a distance of 3,209.39 feet to a 1/2" iron rod found for an angle point in the East line of this tract of land, the Southwest corner of said 199.2 acre tract of land and the Northwest corner of said 21.11 acre tract of land.
2. S 77°29'11" E, a distance of 418.59 feet to a 1/2" iron rod found for an angle point in the East line of this tract of land, the Northeast corner of said 21.11 acre tract of land.
3. S 12°31'13" W a distance of 1,537.62 feet.
4. S 77°13'31" E a distance of 172.83 feet.
5. S 11°34'47" W a distance of 935.32 feet.
6. N 78°24'37" W a distance of 373.79 feet.
7. S 11°35'23" W, a distance of 982.10 feet to a 5/8" iron rod with cap stamped "MONTGOMERY ASSOCIATES" found for the Southeast corner of this tract of land, the Southeast corner of said 50.914 acre tract of land and being in the Northerly right-of-way line of said Longstreet Road (variable width).

THENCE N 78°54'35" W with the South line of this tract of land, the South line of said 50.914 acre tract of land, and the Northerly right-of-way line of said Longstreet Road, a distance of 198.47 feet to a 5/8" iron rod with

cap stamped "MONTGOMERY ASSOCIATES" found for an angle point in the South line of said 50.914 acre tract of land, and the Northerly right-of-way line of said Longstreet Road.

THENCE N 82°36'03" W with the South line of this tract of land, the South line of said 50.914 acre tract of land, and the Northerly right-of-way line of said Longstreet Road, a distance of 773.51 feet to a 5/8" iron rod with cap stamped "MONTGOMERY ASSOCIATES" found for the Southwest corner of this tract of land, the Southwest corner of said 50.914 acre tract of land, the Southeast corner of said 461.9996 acre tract of land, and the Northerly right-of-way line of said Longstreet Road.

THENCE with the West line of this tract of land the following courses and distances:

1. N 11°35'14" E, a distance of 2,172.86 feet.
2. N 66°25'03" W, a distance of 276.84 feet.
3. N 87°39'38" W, a distance of 390.14 feet to the beginning of a curve to the right.
4. With said curve to the right having a central angle of 14°28'14", a radius of 194.78 feet, a length of 49.19 feet, and a chord bearing and distance of N 80°25'31" W, 49.06 feet to the end of this curve.
5. N 73°50'34" W a distance of 488.17 feet to the beginning of a non-tangent curve to the right.
6. With said non-tangent curve to the right having a central angle of 150°23'15", a radius of 74.96 feet, a length of 196.74 feet, and a chord bearing and distance of N 05°01'32" E, 144.93 feet to the end of this curve.
7. N 17°05'45" E, a distance of 119.77 feet to the beginning of a non-tangent curve to the right.
8. With said non-tangent curve to the right having a central angle of 18°28'27", a radius of 198.89 feet, a length of 64.13 feet, and a chord bearing and distance of N 33°30'55" W, 63.85 feet to the end of this curve.
9. N 24°06'53" W, a distance of 470.35 feet.
10. N 29°39'05" W, a distance of 47.65 feet.
11. N 61°36'28" W, a distance of 431.38 feet;
12. N 11°43'23" E, a distance of 3,757.54 feet to the Northwest corner of this tract of land and being in the Southerly right-of-way line of said Calvary Road;

THENCE with the North line of this tract of land and the Southerly right-of-way line of said Calvary Road the following courses and distances:

1. S 76°44'24" E a distance of 1,160.65 feet.
2. S 12°45'07" W a distance of 203.56 feet.
3. S 77°14'53" E a distance of 215.00 feet.
4. N 12°45'07" E a distance of 201.65 feet.

5. S 76°44'24" E a distance of 1,382.14 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated 345.610 (15,054,776 sq. ft.) acres of land.

**TRACT-II:**

A 4.376 ACRE TRACT OF LAND, BEING OUT AND A PART OF A CALLED 461.9996 ACRE TRACT OF LAND AS CONVEYED TO CHAMBERS TELGE, L.L.C. AND RECORDED AT COUNTY CLERK'S FILE NO. (C.C.F. NO.) 2018115311 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS (O.P.R.R.P.M.C.T.), SAID 4.376 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, Central Zone (#4203), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum. All distance are actual distances. Scale factor = 0.99991968266.

COMMENCING at a 5/8" iron rod with cap stamped "MONTGOMERY ASSOCIATES" found for the Southeast corner of said 461.9996 acre tract of land, the Southwest corner of a called 50.914 acre tract of land as conveyed to Willis I.S.D. and recorded at C.C.F. No. 2010024266 of the O.P.R.R.P.M.C.T., and being in the Northerly right-of-way line of Longstreet Road (variable width R.O.W.).

THENCE N 11°35'14" E, with the West line of said 50.914 acre tract of land and the Southeast line of said 461.9996 acre tract of land, a distance of 935.88 feet.

THENCE N 78°24'46" W, a distance of 760.08 feet to the Southeast corner of this tract of land and being the **PLACE OF BEGINNING**.

THENCE with the South line of this tract of land the following courses and distances:

1. N 75°39'25" W, a distance of 267.00 feet.
2. N 73°16'56" W, a distance of 104.89 feet.
3. N 69°25'49" W, a distance of 148.53 feet to the Southwest corner of this tract of land.

THENCE N 07°48'18" E with the West line of this tract of land a distance of 346.43 feet to the Northwest corner of this tract of land.

THENCE S 82°04'46" E with the North line of this tract of land a distance of 463.12 feet to the Northeast corner of this tract of land.

THENCE S 01°00'41" W, a distance of 427.97 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated 4.376 (190,623 sq. ft.) acres of land.

**FOR A NET AREA OF 349.986 ACRES.**

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC.



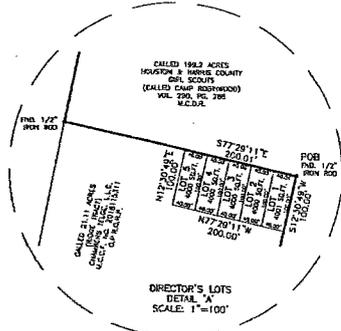
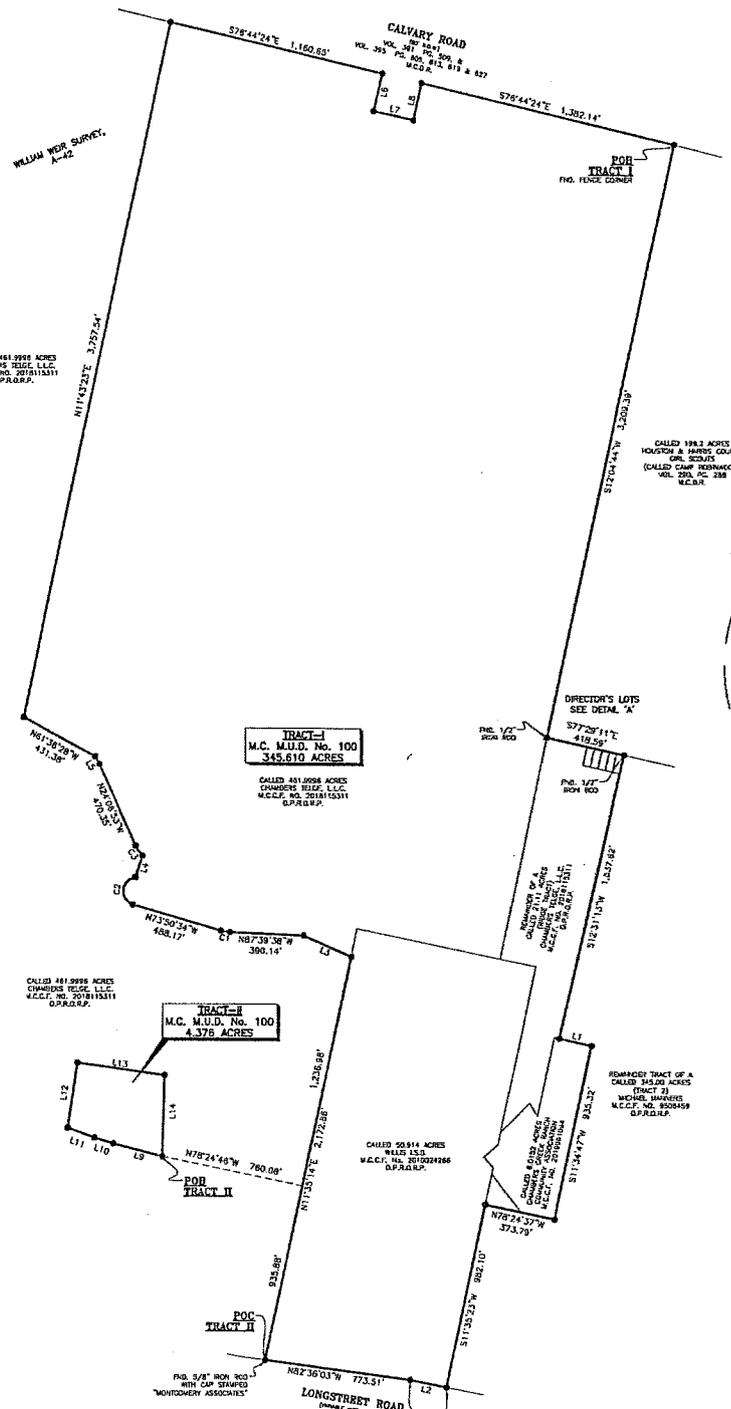
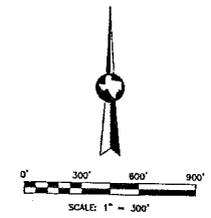
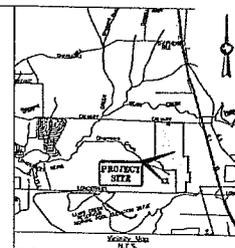
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A. Munroe Kelsay, R.P.L.S.  
Texas Registration No. 5580  
10555 Westoffice Drive  
Houston, Texas 77042  
713-784-4500

Date: Jan. 13, 2020  
Job No: 151-085-00  
File No: R:\2015\151-085-00\Documents\Description\Boundary\MCUMD100\_(12-10-19).doc

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S77°13'11"W	1722.53	L9	N87°25'41"W	49.09
L2	N89°54'35"W	158.77	L10	N85°11'52"E	144.93
L3	N86°23'03"E	278.84	L11	N87°04'38"W	453.17
L4	N117°05'29"E	119.77	L12	S80°10'41"W	477.97
L5	N29°39'02"W	47.52			
L6	S12°45'07"W	703.56			
L7	S77°14'31"E	215.00			
L8	N117°45'07"E	201.52			
L9	N75°39'45"W	237.00			
L10	N73°19'38"W	104.29			
L11	N86°25'39"W	148.54			
L12	N07°49'18"E	346.53			
L13	S89°04'38"E	453.17			
L14	S80°10'41"W	477.97			

LINE	BEARING	DISTANCE
L1	S77°13'11"W	1722.53
L2	N89°54'35"W	158.77
L3	N86°23'03"E	278.84
L4	N117°05'29"E	119.77
L5	N29°39'02"W	47.52
L6	S12°45'07"W	703.56
L7	S77°14'31"E	215.00
L8	N117°45'07"E	201.52
L9	N75°39'45"W	237.00
L10	N73°19'38"W	104.29
L11	N86°25'39"W	148.54
L12	N07°49'18"E	346.53
L13	S89°04'38"E	453.17
L14	S80°10'41"W	477.97



**TRACT I**  
M.C. M.U.D. No. 100  
345.610 ACRES

**TRACT II**  
M.C. M.U.D. No. 100  
4.376 ACRES

MONTGOMERY COUNTY M.U.D. NO. 100 APPROPRIATION TABLE	
TRACT I	345.610 ACRES
TRACT II	4.376 ACRES
NET ACQUIRED	349.986 ACRES

LEGEND	
AC	Acres
FO	Foot
M.C.C.F. No.	Montgomery County Clerk's File Number
M.C.D.R.	Deed Records of Montgomery County, Texas
M.C. M.U.D. No.	Montgomery County Municipal Utility District Number
O.P.R.G.R.P.	Original Public Records of Real Property
PC	Page
S.F.	Square Feet
VOL.	Volume

EXECUTED, AFFIRMED AND ACKNOWLEDGED BY THE UNDERSIGNED MEMBERS OF THE BOARD OF DIRECTORS OF

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
ASSISTANT SECRETARY

\_\_\_\_\_  
DIRECTOR

NOTES:  
1. FOR ADDITIONAL INFORMATION ABOUT THIS TRACT, SEE THE METES AND BOUNDS DESCRIPTION PREPARED SEPARATELY.  
2. BEARING ORIENTATION IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983. NORTH CENTRAL ZONE. AS DETERMINED BY THE MEASUREMENTS. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983. NORTH CENTRAL ZONE, AND MAY BE BROUGHT TO THE SURFACE USING THE COMBINED SCALE FACTOR OF 0.999934322.

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED HEREON, AND AFFIRMED AND ACKNOWLEDGED THAT THEY ENJOYED THE SAME IN THE CAPACITY THEREON STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 343.21. DOES NOT REFLECT THE RESULTS OF AN OIL OR GAS GRANT SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THESE RIGHTS AND INTERESTS IMPLIED OR CONSIDERED BY THE CREATION OR RECONSTRUCTION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

A. HAROLD KELLEY, S.P.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 5590

**EHRA**  
Estate & Home Real Estate Association

10911 MEADOWGLEN LN  
HOUSTON, TEXAS 77042  
713-784-4500  
WWW.EHRA.ORG  
TBP# No. F-726  
TBP# No. 10092900

**BOUNDARY MAP OF MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 100**  
349.986 ACRES IN THE  
WILLIAM WEIR SURVEY, ABSTRACT NO. 42  
MONTGOMERY COUNTY, TEXAS

DATE: Jun 13, 2010    SCALE: 1" = 300'    JOB NO.: 151-085-00  
DPC NAME: R:\2010\151-085-00\Drawings\Boundary\MAUD No.100-3000.dwg

**EXHIBIT C**

Montgomery County Municipal Utility District No. 171  
Metes and Bounds Description

**METES AND BOUNDS DESCRIPTION**  
**MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 171**  
**191.147 ACRES**  
**IN THE WILLIAM WEIR SURVEY, ABSTRACT NO. 42**  
**MONTGOMERY COUNTY, TEXAS**

A 195.523 ACRE TRACT OF LAND, BEING OUT AND A PART OF A CALLED 461.9996 ACRE TRACT OF LAND AS CONVEYED TO CHAMBERS TELGE, L.L.C. AND RECORDED AT COUNTY CLERK'S FILE NO. (C.C.F. NO.) 2018115311 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS (O.P.R.R.P.M.C.T.), BEING OUT OF AND PART OF A CALLED 303.7569 ACRE TRACT OF LAND AS CONVEYED TO CHAMBERS TELGE, L.L.C. AND RECORDED AT C.C.F. NO. 2019009374 OF THE O.P.R.R.P.M.C.T.; SAID 195.5229 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, Central Zone (#4203), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum. All distance are actual distances. Scale factor = 0.99991968266.

**BEGINNING** at a 5/8-inch iron rod with cap stamped "MONTGOMERY ASSOCIATES" found for the Southeast corner of this tract of land, the Southeast corner of said 461.9996 acre tract of land, the Southwest corner of a called 50.914 acre tract of land as conveyed to Willis I.S.D. and recorded at C.C.F. No. 2010024266 O.P.R.O.R.P., and being in the Northerly right-of-way line of Longstreet Road (variable width), from which a 5/8-inch iron rod with cap stamped "MONTGOMERY ASSOCIATES" found for reference bears S 82°36'19" E a distance of 773.56 feet.

**THENCE**, with the south line of this tract of land and the north right-of-way line of said Longstreet Road the following courses and distances:

- 1) North 82°36'03" West, for a distance of 141.59 feet to an angle point;
- 2) North 78°19'42" West, for a distance of 654.77 feet to an angle point;
- 3) North 77°41'56" West, passing at 607.17 feet a 1/2-inch iron rod found marking the Southwest corner of said 461.9996 acre tract and the Southeast corner of said 303.7569 acre tract of land for a total distance of 2,492.02 feet to a 1-inch iron pipe found marking an angle point;
- 4) North 77°11'52" West, for a distance of 152.05 feet to a 1/2-inch iron rod with cap stamped "JEFF MOON RPLS 4689" found marking the southwest corner of this tract and the southeast corner of a called 33.51 acre tract of land as conveyed to Clean Energy Texas LNG, LLC as recorded in C.C.F. No. 2005-137920 O.P.R.O.R.P.;

**THENCE**, North 12°09'08" East, with the West line of this tract of land and the East line of said 33.51 acre tract, at 1,674.90 feet passing a 1/2-inch iron rod found marking the Northeast corner of said 33.51 acre tract and continuing for a total distance of 2,525.27 feet to Northwest corner of this tract of land.

**THENCE**, with the North line of this tract of land the following courses and distance:

- 1) South 77°48'26" East, a distance of 1,453.09 feet to an interior corner;
- 2) North 11°43'23" East, a distance of 520.95 feet to a point for corner;

- 3) South 61°36'28" East, for a distance of 431.38 feet to an angle point;
- 4) South 29°39'05" East, for a distance of 47.65 feet to an angle point;
- 5) South 24°06'53" East, for a distance of 470.35 feet to the beginning of a curve to the left;
- 6) In a Southeasterly direction along the arc of said curve to the left having a radius of 198.89 feet, a central angle of 18°28'27", an arc length of 64.13 feet, and a chord bearing of South 33°30'55" East, for a distance of 63.85 feet to the end of this curve;
- 7) South 17°05'45" West, for a distance of 119.77 feet to the beginning of a curve to the left;
- 8) In a Southerly direction along the arc of said curve to the left having a radius of 74.96 feet, a central angle of 150°23'15", an arc length of 196.74 feet, and a chord bearing of South 05°01'32" West, for a distance of 144.93 feet to the end of this curve;
- 9) South 73°50'34" East, for a distance of 488.17 feet to the beginning of a curve to the left;
- 10) In a Southeasterly direction along the arc of said curve to the left having a radius of 194.78 feet, a central angle of 14°28'14", an arc length of 49.19 feet, and a chord bearing of South 80°25'31" East, for a distance of 49.06 feet to the end of this curve;
- 11) South 87°39'38" East, for a distance of 390.14 feet to an angle point;
- 12) South 66°25'03" East, for a distance of 276.84 feet to the Northeast corner of this tract of land in the West line of said 50.914 acre tract of land;

THENCE, South 11°35'14" West, with the East line of this tract and the West line of said 50.914 acre tract of land a distance of 2,172.86 feet to the POINT OF BEGINNING and containing within said boundaries a calculated 195.5229 (15,054,776 sq. ft.) acres of land.

**SAVE AND EXCEPT**

A 4.376 ACRE TRACT OF LAND, BEING OUT AND A PART OF A CALLED 461.9996 ACRE TRACT OF LAND AS CONVEYED TO CHAMBERS TELGE, L.L.C. AND RECORDED AT COUNTY CLERK'S FILE NO. (C.C.F. NO.) 2018115311 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS (O.P.R.R.P.M.C.T.), SAID 4.376 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, Central Zone (#4203), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum. All distance are actual distances. Scale factor = 0.99991968266.

COMMENCING at a 5/8" iron rod with cap stamped "MONTGOMERY ASSOCIATES" found for the Southeast corner of said 461.9996 acre tract of land, the Southwest corner of a called 50.914 acre tract of land as conveyed to Willis I.S.D. and recorded at C.C.F. No. 2010024266 of the O.P.R.R.P.M.C.T., and being in the Northerly right-of-way line of Longstreet Road (variable width R.O.W.).

THENCE N 11°35'14" E, with the West line of said 50.914 acre tract of land and the Southeast line of said 461.9996 acre tract of land, a distance of 935.88 feet.

THENCE N 78°24'46" W, a distance of 760.08 feet to the Southeast corner of this tract of land and being the PLACE OF BEGINNING.

THENCE with the South line of this tract of land the following courses and distances:

1. N 75°39'25" W, a distance of 267.00 feet.
2. N 73°16'56" W, a distance of 104.89 feet.
3. N 69°25'49" W, a distance of 148.53 feet to the Southwest corner of this tract of land.

THENCE N 07°48'18" E with the West line of this tract of land a distance of 346.43 feet to the Northwest corner of this tract of land.

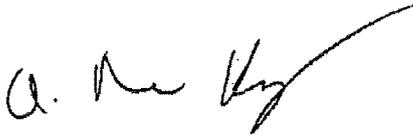
THENCE S 82°04'46" E with the North line of this tract of land a distance of 463.12 feet to the Northeast corner of this tract of land.

THENCE S 01°00'41" W, a distance of 427.97 feet to the POINT OF BEGINNING and containing within said boundaries a calculated 4.376 (190,623 sq. ft.) acres of land.

FOR A NET AREA OF 191.147 ACRES

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC.



A. Munroe Kelsay, R.P.L.S.  
Texas Registration No. 5580  
10555 Westoffice Drive  
Houston, Texas 77042  
713-784-4500

Date: January 13, 2020  
Job No: 191-073-00  
File No: R:\2019\191-073-00\Docs\Description\Boundary\MCUMD171\_{12-10-19}.doc



**EXHIBIT D**

Montgomery County Municipal Utility District No. 172  
Metes and Bounds Description

**METES AND BOUNDS DESCRIPTION**  
**MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 172**  
**217.857 ACRES**  
**IN THE WILLIAM WEIR SURVEY, ABSTRACT NO. 42**  
**MONTGOMERY COUNTY, TEXAS**

**TRACT 1**

A 216.857 ACRE TRACT OF LAND, BEING OUT OF AND A PART OF A CALLED 345.00 ACRE TRACT OF LAND AS CONVEYED TO MICHAEL MANNERS AND RECORDED AT COUNTY CLERK'S FILE NO. (C.C.F. NO.) 9508459 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS (O.P.R.R.P.M.C.T.); SAID 216.857 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, Central Zone (#4203), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum. All distance are actual distances. Scale factor = 0.99991968266.

BEGINNING at a 5/8-inch iron rod with cap stamped "MONTGOMERY ASSOCIATES" found for the Southwest corner of this tract of land, the Southeast corner of a called 50.914 acre tract of land as conveyed to Willis I.S.D. and recorded at C.C.F. No. 2010024266 O.P.R.O.R.P., and being in the Northerly right-of-way line of Longstreet Road (variable width), from which a 5/8-inch iron rod with cap stamped "MONTGOMERY ASSOCIATES" found for reference bears N 78°53'19" W a distance of 198.43 feet.

- 1) THENCE, North 11°35'23" East, with the Easterly line of said 50.914 acre tract, a distance of 982.10 feet a point.
- 2) THENCE, South 78°24'37" East, a distance of 373.79 feet to the Southeast corner of a called 6.0152 acre tract described in deed recorded in C.C.F. No. 2019061094 O.P.R.O.R.P.
- 3) THENCE, North 11°34'47" East, with the Easterly line of said 6.0152 acre tract, a distance of 935.32 feet to the Northeasterly corner of said 6.0152 acre tract.
- 4) THENCE, North 77°13'31" West, with the Northerly line of said 6.0152 acre tract, a distance of 172.83 feet to a point.
- 5) THENCE, North 12°31'13" East, a distance of 1,537.62 feet to the Northeasterly corner of a called 21.11 acre tract described in deed recorded in C.C.F. No. 2018115311 O.P.R.O.R.P., in the Southerly line of a called 199.2 acre tract described in deed recorded in Volume 290, Page 288 M.C.D.R. and the Westerly Northwest corner of the herein described tract.
- 6) THENCE, South 77°29'11" East, with the Southerly line of said 199.2 acre tract, a distance of 1,935.68 feet to a 1-1/4 inch square iron bar found at the Southeasterly corner of said 199.2 acre tract and an internal corner of the herein described tract.

- 7) **THENCE**, North 12°20'35" East, with the Easterly line of said 199.2 acre tract, a distance of 1,311.19 feet to a 5/8-inch iron rod found at an angle point in the Easterly line of said 199.2 acre tract, in the Westerly right-of-way line of Interstate Highway 45 (width varies) and the Northeasterly corner of the herein described tract.
- 8) **THENCE**, South 04°41'07" East, with the Westerly right-of-way line of said I-45, a distance of 509.25 feet to an angle point.
- 9) **THENCE**, South 03°37'11" East, continuing with the Westerly right-of-way line of said I-45, a distance of 600.39 feet to a TxDot concrete monument found for an angle point.
- 10) **THENCE**, South 00°46'25" East, continuing with the Westerly right-of-way line of said I-45, a distance of 600.02 feet to a TxDot concrete monument found for an angle point.
- 11) **THENCE**, South 03°41'17" East, continuing with the Westerly right-of-way line of said I-45, a distance of 200.31 feet to a 5/8-inch iron rod found for an angle point.
- 12) **THENCE**, South 07°06'00" East, continuing with the Westerly right-of-way line of said I-45, a distance of 500.41 feet to an angle point.
- 13) **THENCE**, South 03°41'12" East, continuing with the Westerly right-of-way line of said I-45, a distance of 800.08 feet to a TxDot concrete monument found for an angle point.
- 14) **THENCE**, South 03°40'40" East, continuing with the Westerly right-of-way line of said I-45, a distance of 1,274.36 feet to the point of a non-tangent curve to the right.
- 15) **THENCE**, in a Southwesterly direction with the arc of said non-tangent curve to the right having a radius of 320.00 feet, a central angle of 02°23'10", an arc length of 13.33 feet and a chord bearing South 13°24'21" West, a distance of 13.32 feet to the Easterly Southeast corner of the herein described tract.
- 16) **THENCE**, North 78°05'04" West, a distance of 1,454.11 feet to an internal corner of the herein described tract.
- 17) **THENCE**, South 03°03'04" East, a distance of 559.98 feet to the Southerly Southeast corner of the herein described tract, being in the Northerly right-of-way line of said Longstreet Road.
- 18) **THENCE**, North 74°43'19" West, with the Northerly right-of-way line of said Longstreet Road, a distance of 996.91 feet to an angle point.
- 19) **THENCE**, North 73°38'28" West, continuing with the Northerly right-of-way line of said Longstreet Road, a distance of 832.19 feet to an angle point.
- 20) **THENCE**, North 78°54'35" West, continuing with the Northerly right-of-way line of said Longstreet Road, a distance of 229.56 feet to the **PLACE OF BEGINNING** and containing within said boundaries a calculated 216.857 (9,446,305 sq. ft.) acres of land.

**TRACT 2**

A 1.000 ACRE TRACT OF LAND, BEING OUT OF AND A PART OF A CALLED 461.9996 ACRE TRACT OF LAND AS CONVEYED TO CHAMBERS TELGE, L.L.C. AND RECORDED AT COUNTY CLERK'S FILE NO. (C.C.F. NO.) 2018115311 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS (O.P.R.R.P.M.C.T.); SAID 1.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, Central Zone (#4203), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum. All distance are actual distances. Scale factor = 0.99991968266.

**COMMENCING** at a 1-1/4 inch square iron bar found for the southeast corner of a called 199.2 acre tract as conveyed to Houston & Harris County Girl Scouts and recorded in Volume 290, Page 288 of the Deed Records of Montgomery County.

**THENCE** North 38°40'26" West, a distance of 4,827.35 feet to the **PLACE OF BEGINNING** and the southeast corner of this tract of land.

- 1) **THENCE** N 77°14'53" W, a distance of 215.00 feet to the southwest corner of this tract of land.
- 2) **THENCE** N 12°45'07" E, a distance of 203.56 feet to the northwest corner of this tract of land and in the southerly right-of-way line of Calvary Road (80 feet wide) recorded in Volume 391, Page 509 and Volume 395, Page 605, 613, 619 and 627 of the Deed Records of Montgomery County.
- 3) **THENCE** S 76°44'24" E with the southerly right-of-way line of said Calvary Road, a distance of 215.01 feet to the northeast corner of this tract of land.
- 4) **THENCE** S 12°45'07" W, a distance of 201.65 feet to the **PLACE OF BEGINNING** and containing within said boundaries a calculated 1.000 (43,559 sq. ft.) acres of land.

**FOR A NET ACREAGE OF 217.857**

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC.



---

A. Munroe Kelsay, R.P.L.S.  
Texas Registration No. 5580  
10555 Westoffice Drive  
Houston, Texas 77042  
713-784-4500

Date: Jan. 13, 2020  
Job No: 191-074-00  
File No: R:\2019\191-074-00\Docs\Description\MUD desc\MCUMD172.doc



## Sarah Henderson

---

**From:** Herman Settemeyer [REDACTED]  
**Sent:** Friday, August 20, 2021 10:39 AM  
**To:** Sarah Henderson  
**Cc:** Jerry Hlozek; Kathy Counce; J. Stephen Wilcox, P.E., CFM; Becky Nickell; Amy N. Love; Richard Muller (Richard@MullerLawGroup.com); Shima Jalalipour; Brooke McGregor; Herman Settemeyer  
**Subject:** Water Rights Permit Application by Montgomery County MUD No  
**Attachments:** Assignment of Water Supply Contract 4835-7836-0028 v.1.pdf

Sarah, this is the fourth and last email and it contains only:

1. Water Supply Contract with San Jacinto River Authority and Assignment of Water Supply Contract.

Thanks for your patience. I believe I have provided all the critical documents that we have to process the application. Again, lets us know what other information is required. Also, lets us know about the fees. If anyone else thinks of other documents we could could provide, please let know.

Thanks again  
Herman

Herman Settemeyer  
[REDACTED]



\*This message and any attachments are intended only for the use of the Addressee(s) and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, dissemination of this communication is prohibited. If you have received this communication in error, please erase all copies of the message and its attachments and notify us immediately.\*

## ASSIGNMENT OF WATER SUPPLY CONTRACT

On January 1, 2018, the San Jacinto River Authority ("SJRA") and CC Willis, L.P. ("Assignor") entered into a Water Supply Contract ("Contract"), attached as Exhibit A.

Assignor hereby assigns all its rights, obligations, title and interests in and to the Contract to Montgomery County Municipal Utility District No. 100 ("Assignee").

By execution of this Assignment, Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and interests in and to said Contract.

Executed on the date(s) set below, but effective as of April 27, 2020.

### ASSIGNOR:

CC WILLIS, L.P.,  
a Texas limited liability company

By:   
Kent Puckett (May 4, 2020)  
Print Name: Kent Puckett  
Title: Vice President  
Date: May 4, 2020

### ASSIGNEE:

MONTGOMERY COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 100

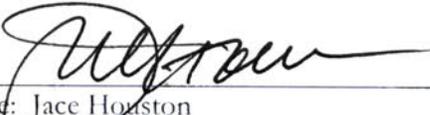
By:   
Stephen Dubois (Apr 29, 2020)  
Print Name: Stephen E. Dubois  
Title: Board President  
Date: Apr 29, 2020

**CONSENT TO ASSIGNMENT OF WATER SUPPLY CONTRACT**

The San Jacinto River Authority ("SJRA") hereby acknowledges and consents to the Assignment, attached as **Exhibit A**, by which CC Willis, L.P. ("Assignor"), has assigned to Montgomery County Municipal Utility District No. 100 all of Assignor's rights, title, obligations, and interest in and to the Water Supply Contract.

This Consent to Assignment is effective as of April 27, 2020.

SAN JACINTO RIVER AUTHORITY

By:   
Name: Jace Houston  
Title: General Manager  
Date: 5/18/20

**EXHIBIT A**

**WATER SUPPLY CONTRACT**  
**BY AND BETWEEN**  
**SAN JACINTO RIVER AUTHORITY**  
**AND**  
**CC Willis, LP**

**EFFECTIVE: JANUARY 1, 2018**

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## WATER SUPPLY CONTRACT

THIS WATER SUPPLY CONTRACT ("Contract") is made and entered into and effective as of JANUARY 1, 2018 (the "Effective Date"), by and between the SAN JACINTO RIVER AUTHORITY (the "Authority"), a conservation and reclamation district and a governmental agency and political subdivision of the State of Texas, created and operating under the provisions of a series of statutes compiled as Article 8280-121, Vernon's Texas Civil Statutes Annotated, enacted pursuant to Article XVI, Section 59 of the Constitution of Texas, with offices in Montgomery County and Harris County, Texas, and CC Willis, LP, ("Buyer"), a limited partnership doing business in Montgomery County, Texas.

### RECITALS

WHEREAS, the Authority is a governmental agency of the State of Texas created for the purpose, among others, of conserving, controlling, and utilizing for beneficial purposes the waters of the State of Texas; and

WHEREAS, the Authority has water rights issued by the Texas Commission on Environmental Quality, and its predecessor agencies (collectively, the "TCEQ"), to divert water from the San Jacinto River and Trinity River basins; and

WHEREAS, the Authority also owns an interest in and operates the Lake Conroe Dam and Reservoir located in Montgomery and Walker Counties, Texas ("Lake Conroe"), upstream on the San Jacinto River from the Lake Houston Reservoir, and has related contract rights and certain water rights issued by the TCEQ, to divert, release, sell and otherwise use water from Lake Conroe; and

WHEREAS, Buyer is not obligated to purchase water from the Authority and the Authority is not obligated to sell water to Buyer; and

WHEREAS, Buyer desires to purchase, and the Authority desires to sell, water from Lake Conroe for use by Buyer solely for commercial irrigation purposes on the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the adequacy and sufficiency of which is hereby acknowledged, the Authority and Buyer contract and agree as follows:

**1.0. Quantities.**

- 1.1. Subject to the remaining provisions hereof, during the term of this Contract the Authority shall make available for delivery and sell to Buyer, at the Point of Delivery (hereinafter defined and depicted on **Exhibit A** attached hereto), up to 81,462,750 gallons of water during each calendar year (the "Demand Quantity") commencing on the Effective Date during the term of this Contract, for the sole use of Buyer in connection with the irrigation of Chambers Creek Development's green areas and golf course, on land between Longstreet and Calvary Street, West of Interstate 45, near Willis, TX located at 10482 Longstreet Willis, Texas, 77318 in Montgomery County, Texas (the "Facilities").
- 1.2. Subject only to the provisions of Sections 11, 12, 14 and 16.2 hereof, the Authority shall continuously hold itself ready, willing and able to deliver to Buyer the Demand Quantity. The Authority shall be under no obligation to deliver to Buyer more water than the Demand Quantity; however, in the event Buyer shall request the delivery of water in excess of the Demand Quantity, and to the extent that the Authority can legally deliver such additional water, and if the Authority determines it is feasible to do so in consideration of its obligations to other customers, and without assuming any legal obligation to continue to

do so, the Authority agrees to use reasonable efforts to furnish such additional water to Buyer in quantities approved by the Authority in writing in response to such request. Buyer recognizes that, due to the Authority's contractual obligations to Buyer and other customers, substantial lead time is required for the Authority to meet requests by its customers for deliveries of water in quantities in excess of contracted amounts and agrees that it will advise the Authority of variations in water demands in excess of the Demand Quantity as soon as practicable in order to maximize the amount of time within which the Authority may attempt to adjust its operations to address such needs. In the event that Buyer and other customers of the Authority simultaneously desire to increase their take of water beyond their contract quantities and the Authority is unable to meet all of such requests, any delivery capacity the Authority may have in excess of that necessary to meet its contractual and regulatory commitments and requirements, including regulatory releases and/or contractual, municipal, industrial and/or irrigation commitments, shall, subject to the priorities and limitations of applicable law, be apportioned among the customers making such requests in the Authority's sole discretion.

- 1.3. The Authority and Buyer may mutually agree in writing to reduce or increase the Demand Quantity from time to time during the term of this Contract. If the Authority and Buyer mutually agree on either a reduction or increase in the Demand Quantity, Buyer shall be responsible for payment for the revised Demand Quantity only, except in the event that water is provided to Buyer in excess of the revised Demand Quantity and in which case payment for such excess water shall be made in accordance with the terms and conditions set forth hereinafter.

**2.0. Source, Quality and Characteristics.**

- 2.1. The water made available to Buyer hereunder shall consist of non-potable, raw, untreated water as it occurs at the Point of Delivery, regardless of the source(s) of such water. Buyer has satisfied itself that the water to be made available hereunder is suitable for its purposes, and Buyer agrees to take such water “as is”, and the Authority does not warrant that such water shall be or continue to be of any particular quality.
- 2.2. The Authority expressly reserves the right from time to time to divert, impound or mix waters from various sources, including, but not limited to, surface water from the San Jacinto River basin and the Trinity River basin, return of treated wastewater flows, and groundwater in various quantities in or upstream of Lake Conroe. The Authority cannot and shall have no obligation to prevent or impede the diversion, impoundment or mixing of water from other sources upstream of Lake Conroe by other parties including, without limitation, the City of Houston, Texas, or the Trinity River Authority.
- 2.3. The Authority shall not be responsible for ascertaining or evaluating Buyer’s uses or proposed uses of water delivered under this Contract, and the Authority makes no representations or warranties whatsoever as to the source, quality, or characteristics of such water, or as to the suitability or fitness of such water for any particular purpose. The Buyer agrees that any variation in the source, quality or characteristics of water contemplated for sale hereunder shall not entitle the Buyer to avoid its obligation to make full and timely payments as provided herein.
- 2.4. The Authority agrees to use reasonable efforts to advise Buyer as soon as practicable under the circumstances of any known or reasonably foreseeable changes in water quality which the Authority has reason to believe may adversely affect Buyer or its Facilities.

2.5. It is agreed that the Authority may take such reasonable measures, if any, it considers necessary and appropriate from time to time to prevent the pollution or contamination, regardless of cause or potential cause, of water diverted into Lake Conroe. Nothing herein shall limit or impair the right of Buyer to assert against any third party any claim it may have to protect against pollution or contamination of the quality of the water delivered or deliverable by the Authority hereunder, and the Authority agrees to cooperate with Buyer in any such effort if, and only to the extent that, the Authority determines that it is in its best interests to do so.

**3.0. Point of Delivery; Title to Water.**

3.1. Unless and until otherwise mutually agreed upon in writing by the parties, the water sold hereunder shall be delivered by the Authority to Buyer at the point on or within Lake Conroe where Buyer has a new or previously installed raw water intake and diversion facilities (the "Point of Delivery"). The location of the Point of Delivery is depicted on **Exhibit A** attached hereto.

3.2. Title to and possession and control of the water to be delivered hereunder shall remain in the Authority upstream of and to the Point of Delivery, whereupon, title to and possession and control of such water shall pass to and be assumed by Buyer as and if same is diverted by Buyer at the Point of Delivery subject, however, to the provisions of Section 13.0 related to the rights of the Authority to wastewater effluent and return flows.

**4.0. Price.**

4.1. The parties agree and acknowledge that, pursuant to Section 4.2 hereof, this is a "take or pay" contract with respect to the Demand Quantity. Consequently, Buyer shall bear the

risks of fluctuations in Buyer's demand for water, if any, actually delivered by the Authority under this Contract, subject to the remaining provisions hereof.

- 4.2. Buyer shall for each billing month during the term of this contract pay the Authority a fixed minimum monthly payment for the right to take delivery of the Demand Quantity, whether or not Buyer has taken any water during such billing month but only to the extent that the Authority is ready, willing and able to deliver water to Buyer in accordance with this Contract during such billing month. The minimum monthly payment shall be in an amount equal to the Demand Quantity multiplied by the applicable rate per 1,000 gallons, divided by twelve (12) for each calendar year during the term of this Contract.
- 5.1. If the Authority is unable to make delivery of all or part of the Demand Quantity due to shortage of water, *force majeure*, or for any other reason, the minimum monthly payment due under Section 4.2 shall nevertheless be due and payable by Buyer without delay, offset or reduction. In such event, the Authority shall determine if a credit is due to Buyer in accordance with the procedures set forth on **Exhibit B** attached hereto immediately following the close of the calendar year in which the Authority was unable to so deliver the Demand Quantity. The Authority shall promptly notify Buyer of its determination. Within thirty (30) calendar days after the such notice is provided by the Authority, the Authority shall make payment to the Buyer of the amount of the credit determined to be due by check delivered by United States mail to the address set forth in Section 21.0 hereof, or at such other address as, from time to time, may be designated in writing by Buyer. In the alternative, at the discretion of the Authority and with the prior written approval of Buyer, the Authority may apply the amount of the credit determined to be due against an ensuing monthly invoice due from the Authority to Buyer.

4.3. If the cumulative amount of water actually taken by Buyer during a given calendar year shall ever exceed the Demand Quantity for such calendar year, payment shall also be made for such water actually delivered in excess of the Demand Quantity at two (2) times the applicable rate. In such event, the Authority shall invoice Buyer for such additional payment on the first invoice rendered immediately following the close of the calendar year in which the excess water was delivered to Buyer by the Authority, or as soon thereafter as reasonably practicable. The invoiced amount shall be in addition to any applicable minimum monthly payment due as described hereinabove. Failure of the Authority to so invoice Buyer for such additional payment shall defer but shall not relieve Buyer of its obligations to make such payment.

4.3. As used in this Contract, "billing month" shall mean the period beginning at the time of the daily meter reading on the first day of the calendar month and extending to the daily meter reading on the first day of the following calendar month. The first billing month under this Contract shall begin on JANUARY 1, 2018.

**5.0. Payment.**

5.2. On or before the tenth (10th) day of each calendar month, or as soon thereafter as practicable, the Authority shall render to Buyer, at the address designated by Buyer, an invoice for the amounts due hereunder for the preceding billing month, together with a statement showing the amount of water delivered by the Authority to Buyer hereunder during such billing month.

5.3. If, within ten (10) calendar days after receipt of any invoice, Buyer questions the clerical, arithmetical or typographical correctness of any invoice or statement, it shall promptly give notice to the Authority of its objections, and any required adjustments or corrections shall

be made by correction invoice or, at the discretion of the Authority and with the prior written consent of Buyer, on the ensuing monthly invoice. Unless such notice is given to the Authority within such time period, the invoice of the Authority shall be deemed to be correct. After such time period, invoice corrections will be made at the request of either party but in a manner that is mutually agreeable to both parties and consistent with the terms and conditions of this Contract. A party shall promptly provide written notice of a request for corrections to the other party, along with available information supporting the request. No corrections shall be made to any invoice for a billing month that closed more than twelve (12) months prior to the effective date of such notice.

5.4. Within thirty (30) calendar days after the receipt of such invoice from the Authority for each billing month, Buyer shall make payment to the Authority of the amount shown thereon by check delivered by United States mail to the address set forth in Section 21.0 hereof, or at such other address as, from time to time, may be designated in writing by the Authority. At Buyer's option and discretion, Buyer may make payment of such invoice by electronic wire transfer, at no expense to the Authority, in accordance with instructions provided by the Authority upon request therefor by Buyer.

5.5. Should Buyer fail to pay any amount when the same is due, interest thereon shall accrue at the rate of twelve percent (12%) per annum until paid.

**6.0. Rate Revision.**

6.1. The current rate applicable to the Demand Quantity is equal to \$140.12 per acre-foot (\$0.4300 per 1,000 gallons).

6.2. Although it is the desire of the parties that the price for water under this Contract shall be as stable as possible, it is recognized and agreed that the Board of Directors of the Authority

has the obligation and duty and shall have the power from time to time to revise the applicable rates provided in this Contract as it considers necessary to provide the revenue required for the performance of the Authority's lawful functions; provided, however, any such increases in the applicable rates for water under this Contract shall not be discriminatory as between Buyer and other similarly situated customers of similar size and contracting with the Authority for water on substantially the same terms and conditions and from substantially the same sources, systems and facilities; provided, however, that notwithstanding the foregoing, the Authority, in its discretion, may establish a system of credits or discounts to facilitate or encourage water reuse projects. No such rate increase(s) shall be effective until the Authority shall have given Buyer at least sixty (60) days' advance written notice thereof.

**7.0. Measuring Equipment.**

7.1. Buyer shall, at its expense, install and maintain the necessary measuring equipment, including venturi or other standard type water meters, totalizers and recording devices, with such metering equipment to be installed and maintained at the Point of Delivery, or at such other point as approved by the Authority, in such manner as will accurately meter the quantity of water delivered to Buyer hereunder.

7.2. Meters shall be read monthly by the employees or agents of Buyer, and the date, time and the amount of water taken each day shall be reported to the Authority monthly on or before the fifth (5th) business day of the following calendar month. Unless and until mutually agreed upon and confirmed in writing by the parties, Buyer agrees to provide such report to the Authority by electronic mail, which report shall include current totalizer readings as of the last calendar day of each month.

- 7.3. Subject to Buyer's reasonable security and safety requirements, the Authority shall have access to and the right to inspect at all reasonable times Buyer's measuring equipment, appliances and all pertinent records and data for the purpose of verifying the quantity of water delivered hereunder.
- 7.4. The metering equipment installed and maintained by Buyer hereunder shall be checked by representatives of Buyer and the Authority jointly on an annual basis during the month of March, and more often at the reasonable request of either party (an "Inspection Date"), for the purpose of determining its accuracy. In the event a representative is not designated by either party for the purpose of making such test or calibration, or such representative fails to appear, then the test and calibration made by the other party shall be binding upon the party who fails to designate a representative or whose representative fails to appear. Any required test or calibration of the metering equipment shall be done by the employees or agents of Buyer; provided, however, that the Authority shall be given not less than five (5) business days' notice of such testing and calibration and shall be permitted to have one or more representatives present to observe such testing and calibration. If any such test shows a deviation of more than two percent (2%) from the manufacturer's tolerances, standards or specifications, such meter shall be promptly recalibrated, as nearly as practicable, to such manufacturer's tolerances, standards or specifications, and the volume of water delivered during one-half (1/2) of the period extending back to the immediately preceding Inspection Date shall be adjusted accordingly for the purposes of calculating the amount of water delivered.
- 7.5. The Authority may, at its option and expense, install and operate one or more check meters, but unless otherwise agreed in writing by the parties, or unless Buyer's measuring

equipment is out of service or not registering accurately, measurement for purposes of this Contract shall be made by Buyer's measuring equipment. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by an employee or agent of Buyer, but the reading, calibration and adjustment of such check meters shall be made only by the Authority. Should the Authority enter upon Buyer's premises for the purposes permitted above, the Authority shall exercise due care and diligence while on Buyer's premises, and Buyer's reasonable security and safety requirements shall be observed.

**8.0. Intake and Diversion Facilities.**

- 8.1. It is agreed and acknowledged that the Point of Delivery on Lake Conroe is as depicted on **Exhibit A.**
- 8.2. As between the parties, Buyer shall be responsible for the installation, operations and maintenance of all raw water intake and diversion facilities for Buyer to adequately take delivery of the Demand Quantity at the Point of Delivery under varying reservoir levels, including drought conditions. The cost of the intake and diversion facilities and costs associated with the design, permitting, construction, replacement, repair, operation and maintenance thereof shall be borne solely by Buyer.
- 8.3. All intake and diversion facilities (including those previously installed by Buyer) shall meet any applicable rules, regulations or criteria established by the Authority, which may be revised by the Authority from time to time at its sole discretion and without the obligation to notify or obtain approval from Buyer. Intake and diversion facilities located within Lake Conroe or adjacent Authority property shall not pose a threat to public safety or pose an impediment to operations and maintenance of Lake Conroe or any other systems

or facilities of the Authority, as determined by the Authority in its sole discretion. All such facilities shall be appropriately marked as required by federal, state and local laws and approved by the Authority, or as reasonably requested by the Authority.

- 8.4. If Buyer's intake and diversion facilities are located on Lake Conroe or upon other property owned or controlled by the Authority, Buyer shall secure, and keep current, comprehensive general liability insurance coverage in the minimum amount of \$1,000,000 per occurrence, or a greater amount if required by applicable Authority rules or regulations, at all times during the term of this Agreement. Such insurance policy shall name the Authority as an additional insured party and provide a waiver of subrogation in favor of the Authority. For the avoidance of doubt, the parties specifically agree and understand that no insurance carrier shall have the right to pay for a loss and seek to recover that payment by or through a subrogation action against the Authority. Such insurance shall also be primary and not in excess of any insurance otherwise available to the Authority. Buyer shall annually provide a certificate of insurance to the Authority confirming such insurance. Upon request of the Authority, Buyer shall provide a copy of their insurance policies to the Authority.
- 8.5. Prior to commencing construction of any new, modified, or rehabilitated intake and diversion facilities, Buyer shall submit detailed plans and specifications for such facilities for review and approval by the Authority prior to construction. A legal description of the Point of Diversion shall be provided for all new, existing, modified or rehabilitated intake and diversion facilities, including bearing and distance from a known permanent survey point, the latitude and longitude in degrees, minutes, and seconds, or some other method of documenting the Point of Diversion approved by the Authority.

- 8.6. The Authority may require Buyer to accept conveyance of an easement from the Authority, in a form reasonably acceptable to the Authority and without monetary compensation from Buyer, for any facilities located on real property owned or controlled by the Authority.
- 8.7. Buyer shall notify the Authority of the scheduled startup of any new, modified or rehabilitated intake and diversion facilities at least ten (10) business days prior to placement of such facilities into service. The Authority reserves the right to inspect such facilities at any reasonable time and subject to reasonable safety and security precautions for conformity with such approved plans and specifications.
- 8.8. Buyer shall provide prior notice to the Authority before any intake and diversion facilities are permanently removed from service, and shall abandon or remove those facilities in a manner approved by the Authority.
- 8.9. This Contract shall not be construed to require the Authority to maintain any specific water level in Lake Conroe to facilitate the diversion of water from Lake Conroe by Buyer.
- 9.0. **Special Covenants; INDEMNITY.**
- 9.1. Buyer represents and warrants to the Authority that the water purchased hereunder is to be used by Buyer at all times for irrigation purposes only in connection with the Facilities.
- 9.2. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BUYER HEREBY AGREES THAT, TO THE EXTENT ALLOWED BY LAW, IT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE AUTHORITY, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, SUITS, LIABILITY, COSTS AND EXPENSES, INCLUDING EXPENSES OF LITIGATION, SUCH AS COURT COSTS AND ATTORNEY'S FEES, FOR LOSS

OR DAMAGE TO ANY PROPERTY AND FOR INJURIES TO OR SICKNESS OR DEATH TO ANY PERSON, INCLUDING BUT NOT LIMITED TO, ANY OF THE BUYER'S BOARD, EMPLOYEES OR INVITEES, OR ANY OF ITS CONTRACTOR'S OR SUBCONTRACTOR'S OFFICERS, EMPLOYEES OR INVITEES OF ANY OF THEM, ANY OF THE INDEMNIFIED PARTIES, OR ANY CUSTOMER OF BUYER, WHICH MAY BE CAUSED BY, ARISE OUT OF, OR RELATE, DIRECTLY OR INDIRECTLY, TO (I) THIS CONTRACT, (II) THE PERFORMANCE OR NON-PERFORMANCE OF ANY OPERATIONS OR OBLIGATIONS OF THE AUTHORITY HEREUNDER, (III) ANY DEFECT IN OR THE CONDITION OF THE AUTHORITY'S PREMISES OR TO ANY DEFECT IN OR THE CONDITION OF ANY FACILITIES, EQUIPMENT, TOOLS OR OTHER ITEMS WHICH MAY BE PROVIDED BY THE AUTHORITY HEREUNDER, WHETHER OR NOT SUCH DEFECT OR CONDITION WAS KNOWN BY THE AUTHORITY, (IV) THE QUALITY, QUANTITY OR CONDITION OF ANY WATER SUPPLIED HEREUNDER BY THE AUTHORITY, OR (V) ANY CONTRIBUTING OR CONCURRENT NEGLIGENCE OR FAULT OF THE AUTHORITY, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, EVEN IF THE AUTHORITY IS FOUND TO BE STRICTLY LIABLE FOR ANY SUCH INJURY, SICKNESS, DEATH OR DAMAGE. UNDER THE PROVISIONS OF THIS INDEMNITY, BUYER ACKNOWLEDGES THAT IT IS AGREEING TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THEIR OWN NEGLIGENCE OR FAULT.

**10.0. Resale, Exchange, Transfer or Assignment.**

- 10.1. Buyer shall not directly or indirectly resell or exchange any water purchased under this Contract, nor shall it transfer or assign this Contract, in whole or in part, without the express

written consent of the Authority, which consent may be given or withheld in the sole discretion of the Authority, and any such attempted resale, exchange, transfer or assignment without such consent of the Authority shall be void.

**11.0. Shortage of Water.**

- 11.1. Buyer acknowledges that the Authority may be prevented, in whole or in part, from furnishing water to Buyer in accordance with the provisions of this Contract as a result of (a) drought conditions which restrict, prohibit or otherwise limit the ability of the Authority to divert or otherwise convey water from Lake Conroe pursuant to its water rights and/or contract rights, (b) action or inaction by third parties, including governmental agencies with jurisdiction, which may (i) restrict, prohibit or otherwise limit the ability of the Authority to divert or otherwise convey water from Lake Conroe pursuant to its water rights and/or contract rights, or (ii) impact the implementation and/or enforcement of the Authority's water conservation and drought contingency plans, or (c) other causes beyond the Authority's reasonable control. The parties agree that such circumstances shall constitute *force majeure* under Section 14.1 of this Contract and that, in addition to the applicable provisions of Sections 14.1 and 14.2 of this Contract, and if and to the extent the Authority is reasonably capable of making such determination, the Authority will notify Buyer as soon as reasonably practicable that such circumstances are likely to occur in the foreseeable future.
- 11.2. Buyer acknowledges that prudent operations and maintenance practices may require the construction, reconstruction, rehabilitation, replacement, repair or other modification by the Authority of facilities comprising part of Lake Conroe. The Authority reserves the right to interrupt or curtail the water to be supplied under this Contract from time to time

in connection with such operations and maintenance. If and to the extent the Authority determines that the water to be delivered to Buyer under this Contract shall be interrupted or curtailed, the Authority shall notify Buyer as soon as reasonably practicable.

11.3. THE AUTHORITY MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE WATER MADE AVAILABLE UNDER THIS AGREEMENT WILL BE AVAILABLE AT ANY PARTICULAR TIME, PLACE OR WATER SURFACE ELEVATION (INCLUDING, WITHOUT LIMITATION, AT THE POINT OF DELIVERY) AT ANY PARTICULAR TIME.

12.0. **Water Conservation and Drought Contingency Plans.**

12.1. Buyer shall develop and implement water conservation and drought contingency plans to conserve water resources and to promote practices that will reduce loss or waste of water, improve efficiency in the use of water, or increase the recycling and reuse of water. Buyer's water conservation plan and drought contingency plan shall be at least equal to or more stringent than that adopted by the Authority, and Buyer shall comply with all requirements of the TCEQ, Texas Water Development Board, and any other federal, state or local regulatory agency with jurisdiction. Buyer shall forward its water conservation plan and drought contingency plan to the Authority for its review and approval within one hundred eighty (180) calendar days following the date the Authority adopts any revision to its existing water conservation and drought contingency plans.

12.2. Upon written request from the Authority, Buyer shall report progress made in implementation of its water conservation and drought contingency plans on an annual basis on or before March 1st of each year during the term of this Contract. Buyer shall amend its water conservation and drought contingency plans to reflect revisions to the Authority's

plans, programs, and rules within one hundred eighty (180) calendar days after notice from the Authority of the adoption of such revisions.

**13.0. Wastewater Effluent and Return Flows.**

[INTENTIONALLY OMITTED]

**14.0. Force Majeure.**

14.1. If either party becomes unable to carry out its obligations under this Contract, other than accrued obligations to make payments, for reasons of *force majeure*, it is agreed that the performance of such obligations shall be suspended until the cause of such *force majeure* shall be remedied; provided, however, that the party invoking *force majeure* shall use all reasonable efforts to remedy the cause with all due dispatch. For purposes of this Contract, the term "*force majeure*" shall include only acts of God, organized labor strikes, lockouts or other similar industrial disturbances, wars, explosions, fires, breakage or accidents to the Authority's machinery, dam infrastructure, or supply of water beyond the Authority's reasonable control, lightning, floods, tropical storms, hurricanes, tornados, droughts and other extreme weather conditions, washouts, acts of upstream appropriators or dischargers of effluent beyond the Authority's reasonable control, or other causes beyond the reasonable control of the party concerned and directly affecting the Authority's ability to perform its obligations hereunder or Buyer's Facilities utilizing the water herein sold and purchased, and such term shall also include the destruction or damage of Buyer's Facilities the extent that Buyer's Facilities are inoperable. It is understood that the requirement for remedy with all reasonable dispatch shall not require settlement of strikes or lockouts by acceding to the demands of the opposing party.

14.2. A party invoking the *force majeure* provisions under Section 14.1, above, shall give notice as soon as reasonably practicable to the other party. Such notice shall describe the cause of the *force majeure* in reasonable detail and, if reasonable under the circumstances, provide an estimated date on or before which the cause of the *force majeure* is anticipated to be remedied.

14.3. Notwithstanding any other part or provision hereof, should Buyer invoke the *force majeure* provisions under Section 14.1, then it is agreed that under no circumstances shall Buyer's obligations under this Contract be suspended for more than ninety (90) days, commencing on the date of receipt by the Authority of the notice required under Section 14.2.

**15.0. Term.**

15.1. This Contract shall be in force and effect commencing on the Effective Date and scheduled to expire on DECEMBER 31, 2027. This Section shall not be construed to limit the right of the Authority to terminate this Contract under Section 17.2 hereof.

15.2. Buyer hereby expressly acknowledges that it shall have no right or entitlement to purchase or receive water following the expiration of the term of this Contract, and that any rights the Buyer may have to water during the effectiveness of this Contract are derived solely and exclusively from the provisions set forth herein, and not by any other legal or equitable source.

15.3. Any obligation of Buyer to make payment to the Authority under this Contract shall survive the expiration of the term of this Contract, or termination of this Contract by the Authority pursuant to Section 17.2 hereof, until satisfied in full.

**16.0. Laws and Regulations; Severability; Interpretation of Contract.**

16.1. This Contract shall be construed in accordance with and governed by the laws of the State of Texas, and venue shall be mandatory in a court of competent jurisdiction located in Montgomery County, Texas.

16.2. This Contract shall be subject to all necessary approvals of the TCEQ, or its successors, and to all present and future valid laws, orders, rules and regulations of the United States of America and the State of Texas, and of any regulatory body of the United States or the State of Texas having jurisdiction over the subject matter hereof. In case of drought or severe shortages of water, the parties acknowledge and agree that the water available to the Authority and to Buyer hereunder may be apportioned as required by applicable law or regulation, notwithstanding any provision of this Contract.

16.3. If any part or provision of this Contract or the application of same to any circumstance shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, the illegality, invalidity or unenforceability of such provision or application shall not affect or impair any of the remaining provisions and applications hereof.

16.4. The titles assigned to the various Sections of this Contract are for convenience of reference only and shall not be restrictive of the subject matter of any such Section or otherwise affect the meaning, construction or effect of any part hereof.

**17.0. Default and Remedies.**

17.1. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) calendar days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) calendar days without cure of the default, such party shall be deemed to have defaulted and breached this Contract.

- 17.2. In the event of a payment default on the part of Buyer that shall continue for thirty (30) calendar days or more, the Authority shall have the right, but not the obligation, to suspend deliveries of water to Buyer hereunder. In the event of a payment default on the part of Buyer that shall continue for ninety (90) calendar days or more, the Authority shall have the right, but not the obligation, to accelerate and demand immediate payment of all minimum monthly payments due to the Authority under Section 4.2 hereof for the remaining term of this Contract and/or terminate this Contract. The exercise of such rights shall be in addition to all other remedies available hereunder or at law or in equity.
- 17.3. The failure of any party hereto to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this Contract shall not be construed as a waiver or relinquishment of the future performance of any term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.
- 17.4. All rights, powers, privileges and authority of the parties not governed, restricted or affected by the express terms and provisions of this Contract shall be and are hereby reserved by the parties and may be exercised and enforced from time to time and as often as may be deemed necessary and proper by the parties.

**18.0. Limitation on Damages.**

In no event shall either party be deemed liable to the other for incidental, indirect, consequential, exemplary or special damages resulting from or arising out of this Contract,

including without limitation, loss of profits, anticipated profits or business interruptions, howsoever they may be caused.

**19.0. Benefits; No Third-Party Beneficiaries; No Joint Venture.**

19.1. This Contract shall be deemed to be for the sole and exclusive benefit of the Authority and Buyer, and their respective legal successors and permitted transferees or assignees, and shall not inure, directly or indirectly, to the benefit of any other person, firm or entity whatsoever. The Authority and Buyer agree that there are no third-party beneficiaries, whether express or implied, to this Contract.

19.2. This Contract shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the parties. In particular, Buyer acknowledges and agrees that after receiving water pursuant to this Contract, Buyer shall be solely responsible for complying and shall comply with all governmental rules, regulations and laws relating to the use, re-use, loss, waste, evapotranspiration, conservation, testing, monitoring, discharge or other disposition thereof, and the Authority shall have no responsibility whatsoever with respect thereto, unless and to the extent required by applicable law or regulation as a result of the exercise of the Authority's rights to Buyer's wastewater effluent or return flows pursuant to Section 13.0 hereof or otherwise.

**20.0. Modification.**

This Contract shall be subject to change or modification only with the mutual written consent of the Authority and Buyer.

**21.0. Notices.**

Unless otherwise provided in this Contract, any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by any party must be in writing and shall be given (a) by telefax or e-mail to the other party at the telefax number or e-mail address set forth below, with a hard copy of same mailed within forty-eight (48) hours by certified mail (return receipt requested), with proper postage affixed thereto and addressed to such party at the address set forth below, or (b) by the mailing of same by certified mail (return receipt requested), with proper postage affixed thereto and addressed to the other party at the address set forth below. Notice by telefax or e-mail shall be effective upon actual receipt, or in the event same cannot be determined, upon receipt of the hard copy sent by certified mail. Notice by certified mail shall be effective when actually received, as reflected on the corresponding return receipt. For the purpose of giving notice, the addresses of the parties shall be, until changed as hereafter provided, as follows:

If to the Authority:

General Manager  
San Jacinto River Authority  
P.O. Box 329  
Conroe, Texas 77301  
Telefax: (936) 588-3043  
[REDACTED]

If to Buyer:

Kent Puckett  
Caldwell Companies, LP  
7904 N Sam Houston Pkwy W, 4<sup>th</sup> Floor  
Houston, Texas 77064  
Telephone: (713) 690-0000  
[REDACTED]

Any party may change the address for notice or facsimile number by giving notice of the change to the other party at least fourteen (14) business days before the change becomes effective.

**22.0. Conflicts of Interest.**

No director, employee or agent of Authority shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with this Contract, or enter into any business arrangement with any director, employee or agent of Buyer, other than as a representative of Buyer, without prior notification thereof to Buyer.

**23.0. Effective Date.**

This Contract shall be effective and binding upon the parties hereto from and after the Effective Date set forth hereinabove, once duly executed by and delivered to each of the parties.

**24.0. Authority to Enter Into Contract.**

Each party represents and warrants to the other party that it is authorized to enter into this Contract by the Constitution and laws of the State of Texas. Buyer further represents that it is authorized to enter into this Contract under its governing partnership agreement and any applicable by-laws, resolutions or related instruments, and that the undersigned representative of Buyer has been duly authorized to execute this Contract on behalf of Buyer. The Authority further represents that this Contract has been approved by the Authority's Board of Directors and that its undersigned General Manager has been duly authorized to execute this Contract on behalf of the Authority.

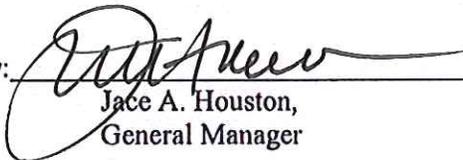
**25.0. Final Agreement.**

The parties agree and acknowledge that this Contract constitutes the final and complete agreement between the parties related to the sale of water from Lake Conroe to Buyer for the Facilities. This Contract supersedes and replaces all prior agreements, amendments and extensions between the parties related to the sale of water from Lake Conroe to Buyer for the Facilities, whether written or oral, as of the Effective Date, except that any payment obligation accrued under any such prior agreements, amendments and extensions shall survive until satisfied in full.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

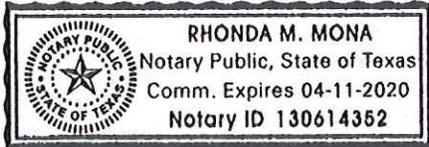
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and effective as of the Effective Date in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute and be one and the same instrument, and the signature pages of which may be removed and aggregated to form one Contract reflecting execution by both parties.

SAN JACINTO RIVER AUTHORITY

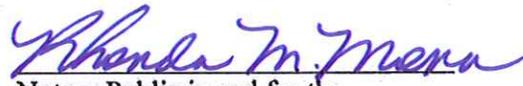
By:   
Jace A. Houston,  
General Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

This instrument was acknowledged before me on this 12 day of February, 2018 by Jace A. Houston, General Manager of the San Jacinto River Authority, a political subdivision of the State of Texas, on behalf of said political subdivision.



(SEAL)

  
Notary Public in and for the  
State of T E X A S

CC Willis, LP K.S.P.

CALDWELL COMPANIES, LP

By: Kent Puckett

Name: Kent S Puckett

Title: VP

THE STATE OF TEXAS

§

COUNTY OF Harris

§

§

This instrument was acknowledged before me on this 31 day of January, 2018, by Kent Puckett, VP, of CALDWELL COMPANIES, LP, on behalf of said entities.

Laurie J Stephens  
Notary Public in and for the  
State of TEXAS

(SEAL)



Exhibit A

Map of Point of Delivery



## Exhibit B

### Credit Procedures

Water Availability: Based upon Buyer's historical water demands and other factors, it is assumed that the Demand Quantity will be reserved and made available to Buyer on the following schedule (without historical data, percentages are based on similar customer data):

<u>Billing Month</u>	<u>Percentage of Reserved Demand Quantity</u>
January	1%
February	2%
March	2%
April	8%
May	9%
June	12%
July	18%
August	19%
September	12%
October	9%
November	7%
December	1%
<b>TOTAL</b>	<b>100%</b>

Credit Calculation: If the actual amount of water made available to Buyer during a billing month is less than the amount of water assumed to be reserved during such billing month based on the above table, then the difference shall be calculated by the Authority, multiplied by the rate applicable to the Demand Quantity during such billing, and the result shall be the credit due from the Authority to Buyer for such billing month; provided, however, no credit shall be due if and to the extent Buyer's prior take of water during the calendar year would otherwise limit the amount of water Buyer may take during such billing month.

Examples:

1. If the table above reflects that 20% of the Demand Quantity is assumed to be reserved for Buyer in August, and if the Demand Quantity under the Contract is 100,000,000 gallons of water per year and Buyer has already taken 50,000,000 in the calendar year through the close of the July billing month, then 50,000,000 gallons of water remains available ( $100,000,000 - 50,000,000 = 50,000,000$ ) and can be taken if required; however, only 20,000,000 gallons is the amount of water assumed to be reserved for Buyer in August [ $20\% \times 100,000,000 = 20,000,000$ ]. If the imposition of drought contingency plan requirements (or any other event) results in a situation where a 30% reduction in supplies is mandated, the reduction will be made against the reserved quantity [ $(20,000,000 - (0.30 \times 20,000,000) = 14,000,000$ ] and the result would be a maximum of 14,000,000 to be made available to Buyer. If the prevailing rate for the Demand Quantity for that August was \$0.41 per 1,000 gallons, then a credit would be due from the Authority to Buyer in the amount of \$2,460 [ $(20,000,000 - 14,000,000) \times \$0.41/1,000$ ].
  
2. Assume the same facts as in Example 1, but Buyer has already taken 86,000,000 gallons of the Demand Quantity in the calendar year through the July billing month. No credit is due to Buyer because 14,000,000 of the Demand Quantity was all that was remaining for Buyer to take in the calendar year. If the Buyer decides to take the entire available 14,000,000 gallons in August, then no further water would be available and no additional credits would accrue to Buyer in the remainder of that calendar year, even if the drought curtailments are subsequently removed due to a relaxation of the drought, since the Buyer would have received their entire annual supply available under the contract.