

Jon Niermann, *Chairman*
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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

November 14, 2024

Mr. Daniel Meyer
P.O. Box 328
Lockhart, TX 78644-0328

VIA E-MAIL

RE: Plum Creek Conservation District
WRTP 14033
CN600658181, RN112068291
Application No. 14033 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Tenney Creek, Guadalupe River Basin
Caldwell County

Dear Mr. Meyer:

This acknowledges receipt, on October 17, 2024, of the referenced application and fees on October 22, 2024 in the amount of \$465.25 (Receipt No. M541888, copy attached).

The application was declared administratively complete and filed with the Office of the Chief Clerk on November 14, 2024. Staff will continue processing the application for consideration by the Executive Director.

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

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

Sincerely,

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

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

TCEQ Interoffice Memorandum

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

THRU: Chris Kozlowski, Team Leader
Water Rights Permitting Team

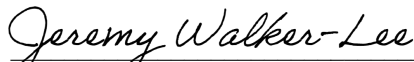
FROM: Jeremy Walker-Lee, Project Manager
Water Rights Permitting Team

DATE: November 14, 2024

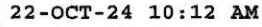
SUBJECT: Plum Creek Conservation District
WRTP 14033
CN600658181, RN112068291
Application No. 14033 for a Temporary Water Use Permit
Texas Water Code § 11.138, Requiring Limited Mailed Notice
Tenney Creek, Guadalupe River Basin
Caldwell County

The application was received on October 17, 2024, and fees were received on October 22, 2024. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on November 14, 2024. Mailed notice to downstream water right holders of record in the Guadalupe River Basin is required pursuant to Title 30 Texas Administrative Code § 295.154(a).

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


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

OCC Mailed Notice Required ☒ YES ☐ NO



TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

Total (Fee Code): - \$677.75

Grand Total: - \$6,523.75

Page 4 of 4

RECEIVED
OCT 23 2024
Water Availability Division

RECEIVED
OCT 23 2024
Water Availability Division

PLUM CREEK CONSERVATION DISTRICT

APPLICATION FOR A TEMPORARY PERMIT (214 ac-ft over 3 Years)

RECEIVED

OCT 17 2024

Water Availability Division

October 17, 2024

Plum Creek Conservation District
Attn: Daniel Meyer, Executive Manager
P.O. Box 328
Lockhart, Texas 78644

Tel. (512) 398-2383
Fax (512) 398-7776

Edmond R. McCarthy, Jr.
McCarthy & McCarthy, LLP
1122 Colorado St., Suite 2399
Austin, Texas 78701

Tel. (512) 904-2313
Fax (512) 692-2826

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

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

Telephone (512) 239-4600, FAX (512) 239-4770

APPLICATION FOR A TEMPORARY WATER USE PERMIT FOR MORE THAN 10 ACRE-FEET OF WATER, AND/OR FOR A DIVERSION PERIOD LONGER THAN ONE CALENDAR YEAR

This form is for an application for a temporary permit to divert water under Section 11.138, Texas Water Code. Any permit granted from this application may be suspended at any time by the applicable TCEQ Office if it is determined that surplus water is no longer available.

Notice: This form will not be processed until 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.

1. **Data on Applicant and Project:** Social Security or Federal ID No. [REDACTED]
- A. Name: Plum Creek Conservation District, a Texas WCID
- B. Mailing Address: P.O. Box 328, Lockhart, Texas 78644
- C. Telephone Number: 512-398-2383 Fax Number: 512-398-7776 E-mail Address: [REDACTED]
- D. Applicant owes fees or penalties? ☐ Yes ☒ No
If yes, provide the amount and the nature of the fee or penalty as well as any identifying number:
- E. Describe Use of Water Industrial & Agricultural Uses for Dam Construction and irrigation of grasses to stabilize the rehabilitated dam improvements at the site.
- F. Description of Project (TDH Project No. if applicable) Lower Plum Creek Watershed Floodwater Retarding Structure Site 28 Rehabilitation
- G. Highway Designation No. FM 86 County Caldwell

2. Type of Diversion (check one):☐ From Stream ☒ From Reservoir**3. Rate of Diversion:**

A. Maximum 1800 gpm
(capacity of pump)

4. Amount and Source of Water:

214 acre-feet of water within a period of 3 years (specify term period not to exceed a three year term). The water is to be obtained from Tenney Creek, tributary of Plum Creek, tributary of San Marcos River, tributary of Guadalupe Basin.

5. Location of Diversion Point: Provide Latitude and Longitude in decimal degrees to at least six decimal places, and indicate the method used to calculate the diversion point location.

At Latitude 29.856381 °N, Longitude -97.510052 °W, ((at) or (near) the stream crossing of), (at a reservoir in the vicinity of) FM 86 (R-O-W) (Highway), located in Zip Code 78616, located 9.8 miles in a East direction from Lockhart (County Seat), Caldwell County, and 0.5 miles in a NE direction from McMahan, a nearby town shown on County road map. Note: Distance in straight line miles.

Enclose a USGS 7.5 minute topographic map with the diversion point and/or the return water discharge points labeled. Owner's written consent is required for water used from any private reservoir, or private access to diversion point.

6. Access to Diversion Point (check one):

- ☐ Public right-of-way
☐ Private property
(A letter of permission from landowner is attached)
☒ Other (Explain) See attached Supplement

7. Fees Enclosed:

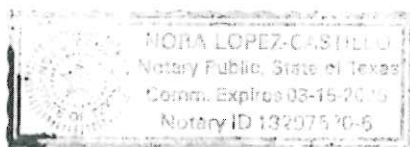
	10 ac-ft or less	greater than 10 ac-ft
Filing	\$ 100.00	\$ 250.00
Recording.....	\$ 1.25	\$ 1.25
Use (\$1.00 per ac-ft or fraction thereof)	\$	\$ 214.00
(Note: 1 ac-ft = 325,851 gals. Total	\$	\$ 485.25
1 ac-ft = 7758.35 bbls.)		

Upon completion of any project for which a temporary water permit is granted, the Permittee is required by law to report the amount of water used. This document must be properly signed and duly notarized before it can be accepted or considered by the Texas Commission on Environmental Quality.

daniel meyer
Name (sign)

Daniel Meyer, Executive Manager
Name (print)

Subscribed and sworn to me as being true and correct before me this 14 day of October, 2024



Nora Lopez-Castillo
Notary Public, State of Texas

Supplement to PCCD's Long-Term Temporary Water Rights Application for More Than 10 Acre-feet

Plum Creek Conservation District, a Chapter 51, Texas Water Code, Water Control and Improvement District, created pursuant to Article XVI, Section 59 of the Texas Constitution and operating under the applicable provisions of Texas law including Chapters 49 and 51¹ is seeking a temporary water right authorizing the diversion of up to 214 acre-feet of water over a 3-year period from an on-channel reservoir known as "Site 28" within the District's boundaries in Caldwell County, Texas, pursuant to Section 11.138, Texas Water Code.

Attached as **Exhibit "1"** is TCEQ Form 20960 ("Public Involvement Plan" or "PIP"). As indicated in the form, the PIP process is not applicable to this Application. The source of the water sought to be permitted is stormwater generated during rainfall events in the upstream watershed.

The District's impoundment is classified as an exempt structure capable of impounding a maximum of 200 acre-feet. During rainfall events, inflows into the structure which raise the level above 200 acre-feet are temporarily detained while the waters are released downstream in a controlled manner post-rainfall event. Once the level of the impoundment drops to conservation pool elevation where the capacity is limited to 200 acre-foot capacity, the water is maintained in the structure, subject to evaporation. The impoundment is located on a non-navigable seasonal intermittent watercourse. The District holds multiple easements from the landowners authorizing both the use of the surface estate to construct, maintain and operate the structure on the land, but also to inundate temporarily additional acreage with the waters entering the structure from upstream during rainfall events pending its controlled release from the structure to flow downstream.

Plum Creek's primary surface water function as a special purpose district is to operate a series of flood control structures within the Plum Creek Basin in portions of Hays and Caldwell Counties for which it serves as the "Local Sponsor" pursuant to an agreement with the Natural Resource Conservation Service, a division of the United States Department of Agriculture ("NRCS"), pursuant to P.L. 83-566. Among the District's multiple flood control structures is the dam and works of improvement known as "Site 28" in Caldwell County.

All of the District's flood control structures, including Site 28, were constructed in cooperation with the United States Department of Agriculture, Natural Resource Conservation Service (formerly known as the Soil Conservation Service) pursuant to Public Law 83-566. In the 1960s, Plum Creek entered into the Plum Creek Small Watershed Project Agreement with NRCS to serve as the "Local Sponsor" for the flood control projects constructed within its boundaries, including Site 28.

Pursuant to the Agreement, Plum Creek, as Local Sponsor, is responsible for acquiring and maintaining land rights in the form of easements authorizing the construction, operation,

¹ Plum Creek also operates to regulate groundwater in certain aquifers within its boundaries pursuant to Chapter 36, Texas Water Code under an amendment to its enabling legislation. Those powers, however, are not germane to this Application.

maintenance, repair and rehabilitation of the flood control structures, including easements over lands to be inundated by the flood waters generated by rainfall events upstream of the structures to be constructed by NRCS.

When originally constructed, the majority of the Plum Creek flood control structures, including Site 28, were categorized as "low hazard" dams primarily because of their rural setting and the lack of any surrounding homes or other structures that could be threatened by the presence of the flood control structure. The increased development in Central Texas in and around many of the Plum Creek storm water flood control structures has resulted in the structures, including Site 28, being reclassified as "high hazard." This factor, in combination with the age of the originally constructed structures requires periodic rehabilitation.

While the design of the PL 83-566 flood control structures contemplate the ability to capture and detain the intense rainfall events, each of the flood control structures, including Site 28 is constructed so as to be able to impound not to exceed 200 acre-feet of water following the rainfall event. The purpose of the structure is to capture and temporarily detain inflowing water and facilitate its release downstream in a controlled manner that minimizes flooding, and the associated threats to public health and safety, human life and injury as well as property damage. Unless the structure is permitted for some other beneficial purpose(s) by TCEQ, no non-exempt use may be made of the water retained in the conservation pool which is designed and constructed to impound no more than 200 acre-feet.

The water impounded in the conservation pool behind the dam and related works of improvement serves to maintain the operational integrity of the structure. The water maintains the moisture content in the impoundment itself as well as in the dam in the case of earthen structures. This prevents cracking and fracturing of the soils, which can adversely affect the stability of the structure and its operation integrity.

Plum Creek seeks authorization to be able to divert water from the impoundment anywhere along the perimeter of the impoundment. As evidenced by the Easements attached hereto as **Exhibit "2,"** and generally depicted on the aerial plat included as **Exhibit "3,"** Plum Creek has, and continues to hold, the right to operate and maintain the Site 28 impoundment for flood control purposes.

As indicated on the Application, the intended purposes of use of the water are industrial and agricultural. With respect to the industrial purposes, the water will be used in the construction of the rehabilitated dam and works of improvement. With respect to the agricultural purposes contemplated by the Application, the District's use will involve irrigation of the re-sodded and re-vegetated dam and works of improvements to facilitate the grow-in and stabilization of the vegetative cover at the dam and works of improvement. The re-vegetation is necessary to prevent erosion and the threat of failure of the improved and rehabilitated structures.

The District desires flexibility in the location of its point of diversion, and requests the ability to use portable pumps which can be relocated around the banks of the impoundment. As the impoundment is designed and operated to capture rainfall events and release the impounded water through controlled releases to avoid downstream damage, the water level in the impoundment varies significantly over time. The flexibility associated with authorization to divert

from anywhere along the impoundment's perimeter, will allow the District the opportunity to relocate its portable pumps safely as the post-rainfall event releases from storage result in dropping water elevation within the impoundment. *See Exhibit "3."*

Attached hereto as **Exhibit "4"** is a copy of Worksheet No. 5 from TCEQ Form 10214 C. In Section 1 of the Worksheet, the District addresses the issue of avoidance of impingement and entailment of aquatic species.

Attached hereto as **Exhibit "5"** is District Resolution No. 2024-10-15 (the "Resolution"). The Resolution was adopted by the District's governing Board of Directors to memorialize the vote taken at a duly noticed public meeting conducted on September 25, 2024, at which the Board voted to authorize the Executive Manager to prepare, file and prosecute to conclusion the Application described herein.

Accompanying the Application is the District's filing fee in the amount of \$465.25 (Check No. 2499), a copy of which is attached as **Exhibit "6."**

Exhibit “1”

TCEQ Public Participation Form No. 20960



Texas Commission on Environmental Quality

Public Involvement Plan Form for Permit and Registration Applications

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

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

Section 1. Preliminary Screening

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

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

Section 2. Secondary Screening

- ☐ Requires public notice,
☐ Considered to have significant public interest, and
☐ Located within any of the following geographical locations:
- Austin
 - Dallas
 - Fort Worth
 - Houston
 - San Antonio
 - West Texas
 - Texas Panhandle
 - Along the Texas/Mexico Border
 - Other geographical locations should be decided on a case-by-case basis

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

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

This project does not meet the criteria for a PIP.

Section 3. Application Information

Type of Application (check all that apply):

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

Water Quality

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

Water Rights New Permit

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

Amendment to an Existing Water Right

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

Section 4. Plain Language Summary

Provide a brief description of planned activities.

Section 5. Community and Demographic Information

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

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

(City)

(County)

(Census Tract)

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

☐

City

☐

County

☐

Census Tract

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

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

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

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

(e) Languages commonly spoken in area by percentage

(f) Community and/or Stakeholder Groups

(g) Historic public interest or involvement

Section 6. Planned Public Outreach Activities

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

☐ Yes ☐ No

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

☐ Yes ☐ No

If Yes, please describe.

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

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

☐ Yes ☐ No

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

Section 7. Voluntary Submittal

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

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

☐ Yes ☐ No

What types of notice will be provided?

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

Exhibit “2”
Easement

Site No. 28

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, Janie Lillian joined by her husband Earl Lillian of Caldwell County, Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 68.8 acres of land out of and a part of the Moses Gage and Ben McCullough Surveys of Caldwell County, Texas, and being part of 127.6 acres of land conveyed by Walter W. Long, a widower, to Grantors herein by Warranty Deed dated June 30, 1960 recorded in Vol. 284, page 133 of the Deed Records of Caldwell County, Texas, and being the same lands in which The Federal Land Bank of Houston is beneficiary in that Deed of Trust executed by the said Walter W. Long. Said Deed of Trust is dated March 21, 1960 and recorded in Deed of Trust Records of the said Caldwell County in Vol. 63, page 616.

For a more particular description of the 127.6 acres of land and all other pertinent purposes reference is here made to the two herein above cited instruments of record.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and the flooding of lands downstream from the earthen dam and emergency spillways (Floodwater Retarding Structure No. 28) that will result when the discharge of waters by the principal and/or emergency spillways is in excess of the carrying capacity of the channel of Tinney's Creek below said structure No. 28 and above F.M. Highway No. 713; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Approximately 53.7 acres of the said 68.8 acres consists of a portion of an earthen dam and an emergency spillway; portions of the sediment, sediment reserve and detention storage pools, including an area that will be inundated during emergency spillway flow, and work site adjacent to the construction area for Floodwater Retarding Structure No. 28; and

Approximately 15.1 acres of the said 68.8 acres is for flowage of floodwaters over lands of Grantor (which lie below the dam and emergency spillways). The flooding of this 15.1 acres will occur when discharge of the principal and emergency spillways exceeds the carrying capacity of the channel of Tinney's Creek downstream from the said structure No. 28.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions: Grantors are aware that the earthen dam will be built on the site now occupied by a well located approximately 1,250 feet in a Northwesterly direction from their dwelling. Since water in the Sediment Pool will be available for livestock permission is hereby granted to destroy the said well.

Grantors accept sole responsibility for maintaining property lines, salvaging materials in and replacement of fences that may have to be removed during the period of construction.

Grantors will remove prior to the time construction begins and without cost to Grantee a shed located approximately 550 feet in a Northeasterly direction from their residence.

Grantors are aware that the construction of the earthen dam and its spillways and the permanent storage and/or temporary detention of waters will destroy some valuable bearing pecan trees for which they will not be reimbursed by Grantee.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the 23rd day of September, 1961.

Earl Lillian (SEAL)
(Signature of Grantor)

Janie Lillian (SEAL)
(Signature of Grantor)

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Earl Lillian and Janie Lillian, his wife,
both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

Janie Lillian, wife of the said Earl Lillian, having been
examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Janie Lillian, acknowledged such instrument to be her act and deed, and she declared
that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not
wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 23rd day of September, A. D. 1961

SEAL

M. W. Carlton
Notary Public in and for

My Commission Expires June 1 1963 Caldwell County, Texas

THE STATE OF _____

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed _____ known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that _____ executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for

My Commission Expires _____ County, _____

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantees), the receipt whereof is acknowledged, James Chamberlain and wife, Scottie Chamberlain of Caldwell County, Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 36.9 acres of land out of and a part of the Ben McCullough Survey of Caldwell County, Texas, and being part of three tracts viz:

FIRST TRACT: being 41 acres of land in the Ben McCullough Survey of Caldwell County, Texas, conveyed by Warranty Deed to James Chamberlain and Scottie Chamberlain by T. J. Evans and wife, Helen W. Evans, dated September 22, 1947, recorded in Vol. 224, page 127;

LESS HOWEVER: that 12.76 acres conveyed by Grantors herein by Warranty Deed to E. A. Adams dated October 22, 1947, recorded in Vol. 240, page 239.

SECOND TRACT: being that 29 acres of the Ben McCullough Survey of Caldwell County, Texas, conveyed by Deed from J. R. Gray, and wife, Emma Gray to James Chamberlain on January 2, 1943 as recorded in Vol. 203, page 134;

LESS HOWEVER, that portion of the said 29 acres of land out of the said Ben McCullough Survey conveyed by Deed to G. C. Jowers on February 29, 1949 as recorded in Vol. 229, page 597; and

That land conveyed to the State of Texas for Right-of-Way for F.M. 713 highway on March 23, 1948 as recorded in Vol. 225, page 560:

THIRD TRACT: being those lots with the improvements thereon in the town of McMahan out of and a part of the Ben McCullough Survey of Caldwell County, Texas, conveyed by O. T. Moore and wife, Dora Moore, to James Chamberlain in that Deed dated December 1, 1927 and recorded in Vol. 120, page 29, and being the same land on which Chamberlain's Farm Store is now located.

The volumes and pages cited hereinabove are of the Deed Records of Caldwell County, Texas. For a more particular description of the three tracts reference is here made to the instruments of record cited.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and the flooding of lands downstream from the earthen dam and emergency spillways (Floodwater Retarding Structure No. 28) that will result when the discharge of waters by the principal and/or emergency spillways is in excess of the carrying capacity of the channel of Tinney's Creek below said structure No. 28 and above F.M. Highway No. 713:

Approximately 0.5 acres of the said 36.9 acres will be a portion of the emergency spillway of Floodwater Retarding Structure No. 28 and approximately 36.4 acres for flow of floodwaters below said structure No. 28 and its principal and emergency spillways.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions: Grantors accept sole responsibility for maintaining property lines and the salvaging of materials in and replacement of the property line fence between lands on which this easement is granted and the R. A. Stephens Estate lands to the North East.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the 23rd day of September, 1961.

James Chamberlain
(Signature of Grantor)

(SEAL)

Scottie Chamberlain (SEAL)
(Signature of Grantor)

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed James Chamberlain and Scottie Chamberlain, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said _____

Scottie Chamberlain, wife of the said James Chamberlain, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Scottie Chamberlain, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 23rd day of September, A. D. 1961

SEAL

M. W. Carlton
Notary Public in and for _____

My Commission Expires June 1 1963

Caldwell

County, Texas

THE STATE OF _____

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed _____ known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for _____

My Commission Expires _____

County, _____

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, James Chamberlain and wife, Scottie Chamberlain of Caldwell County, Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 36.9 acres of land out of and a part of the Ben McCullough Survey of Caldwell County, Texas, and being part of three tracts viz:

FIRST TRACT: being 41 acres of land in the Ben McCullough Survey of Caldwell County, Texas, conveyed by Warranty Deed to James Chamberlain and Scottie Chamberlain by T. J. Evans and wife, Helen W. Evans, dated September 22, 1947, recorded in Vol. 224, page 127;

LESS HOWEVER: that 12.76 acres conveyed by Grantors herein by Warranty Deed to E. A. Adams dated October 22, 1947, recorded in Vol. 240, page 239.

SECOND TRACT: being that 29 acres of the Ben McCullough Survey of Caldwell County, Texas, conveyed by Deed from J. R. Gray, and wife, Emma Gray to James Chamberlain on January 2, 1943 as recorded in Vol. 203, page 134;

LESS HOWEVER, that portion of the said 29 acres of land out of the said Ben McCullough Survey conveyed by Deed to G. C. Jowers on February 29, 1949 as recorded in Vol. 229, page 597; and

That land conveyed to the State of Texas for Right-of-Way for F.M. 713 highway on March 23, 1948 as recorded in Vol. 225, page 560:

THIRD TRACT: being those lots with the improvements thereon in the town of McMahan out of and a part of the Ben McCullough Survey of Caldwell County, Texas, conveyed by O. T. Moore and wife, Dora Moore, to James Chamberlain in that Deed dated December 1, 1927 and recorded in Vol. 120, page 29, and being the same land on which Chamberlain's Farm Store is now located.

The volumes and pages cited hereinabove are of the Deed Records of Caldwell County, Texas. For a more particular description of the three tracts reference is here made to the instruments of record cited.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and the flooding of lands downstream from the earthen dam and emergency spillways (Floodwater Retarding Structure No. 28) that will result when the discharge of waters by the principal and/or emergency spillways is in excess of the carrying capacity of the channel of Tinney's Creek below said structure No. 28 and above F.M. Highway No. 713:

Approximately 0.5 acres of the said 36.9 acres will be a portion of the emergency spillway of Floodwater Retarding Structure No. 28 and approximately 36.4 acres for flow of floodwaters below said structure No. 28 and its principal and emergency spillways.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions: Grantors accept sole responsibility for maintaining property lines and the salvaging of materials in and replacement of the property line fence between lands on which this easement is granted and the R. A. Stephens Estate lands to the North East.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the 23rd day of September, 1961.

James Chamberlain
(Signature of Grantor)

(SEAL)

Scottie Chamberlain
(Signature of Grantor)

(SEAL)

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed James Chamberlain and Scottie Chamberlain, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

Scottie Chamberlain, wife of the said James Chamberlain, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Scottie Chamberlain, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 23rd day of September, A. D. 1961

SEAL

Notary Public in and for

My Commission Expires June 1, 1963

M. W. Carlton

Caldwell

County, Texas

THE STATE OF _____

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed _____ known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for

My Commission Expires _____

County, _____

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, James Chamberlain and wife, Scottie Chamberlain of Caldwell
(Name) (Address)
County, Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to -wit:

Approximately 21.6 acres of land out of and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of that 167 acre tract conveyed to James Chamberlain by M. B. Shirley and wife, Vesta Shirley, September 25, 1952 by Warranty Deed as recorded in Vol. 245, page 637 of the Deed Records of Caldwell County, Texas.

For a more particular description of the said 167 acre tract and all other pertinent purposes reference is here made to the said deed.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 28, the dam of which will be constructed on other lands. The project involves approximately 21.6 acres of the above described lands, consisting of a portion of the detention storage pool and an area that will be inundated only during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions: NONE

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

17th day of August, 1961.

James Chamberlain (SEAL)
(Signature of Grantor)

(Signature of Grantor)

Scottie Chamberlain (SEAL)
(Signature of Grantor)

(Signature of Grantor)

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed James Chamberlain and Scottie Chamberlain, his wife,
both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

Scottie Chamberlain, wife of the said James Chamberlain, having been
examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Scottie Chamberlain, acknowledged such instrument to be her act and deed, and she declared
that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not
wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 17th day of August, A. D. 1961

SEAL

M. W. Carlton
Notary Public in and for

My Commission Expires

June 1, 1963

Caldwell

County,

Texas

THE STATE OF _____

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed _____ known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that _____ executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for _____

My Commission Expires _____

County, _____

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, James Chamberlain and wife, Scottie Chamberlain of Caldwell

(Name) (Address)
County, Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and

upon the following described land situated in the County of Caldwell, State of Texas, to -wit:

Approximately 21.6 acres of land out of and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of that 167 acre tract conveyed to James Chamberlain by M. B. Shirley and wife, Vesta Shirley, September 25, 1952 by Warranty Deed as recorded in Vol. 245, page 637 of the Deed Records of Caldwell County, Texas.

For a more particular description of the said 167 acre tract and all other pertinent purposes reference is here made to the said deed.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 28, the dam of which will be constructed on other lands. The project involves approximately 21.6 acres of the above described lands, consisting of a portion of the detention storage pool and an area that will be inundated only during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions: NONE

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

17th day of August, 1961

James Chamberlain (SEAL)
(Signature of Grantor)
Scottie Chamberlain (SEAL)
(Signature of Grantor)

(Signature of Grantor) (SEAL)
(Signature of Grantor) (SEAL)
(Signature of Grantor) (SEAL)

THE STATE OF TEXAS

COUNTY OF CALDWELL:

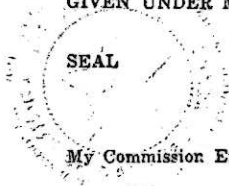
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James Chamberlain and Scottie Chamberlain, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

Scottie Chamberlain, wife of the said James Chamberlain, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Scottie Chamberlain, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 17th day of August, A. D. 1961



M. W. Carlton

Notary Public in and for _____

My Commission Expires

June 1, 1963

Caldwell

County, Texas

THE STATE OF _____

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, 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 _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for _____

My Commission Expires _____

County, _____

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, Lexia Stephens, a feme sole, of Caldwell County, Texas, and the sole owner of the herein described property, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 6.6 acres of land out of and a part of the Ben McCullough Survey of Caldwell County, Texas, and being a part of that 15.85 acres conveyed by Deed to Lexia Stephens, a feme sole, by J. R. Gray and wife, Emma Gray, on February 18, 1961, as recorded in Vol. 286, page 171 of the Deed Records of Caldwell County, Texas. For a more particular description and all other purposes reference is here made to the said deed;

for the purposes of:

The flooding of the herein above described lands which are located downstream from Floodwater Retarding Structure No. 28 (which Grantee proposes to build) the dam and emergency spillway of which will be constructed on other lands. Periodically after the said structure No. 28 is in operation flooding of the flood plain of Tinney's Creek will result when the discharge of waters by the principal and/or emergency spillways is in excess of the carrying capacity of the channel of Tinney's Creek below the structure and above F.M. Highway No. 713.

Grantee is hereby released from any and all damage to the lands and any other property located on them belonging to Grantor that may be caused by such flooding.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
3. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the _____ day of _____, 19____.

Lexia Stephens (SEAL)
(Signature of Grantor)

THE STATE OF TEXAS _____
COUNTY OF CALDWELL _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Iexia Stephens known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that she executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 25 day of September, A. D. 1961

SEAL

M. W. Carlton

My Commission Expires June 1 1963 Notary Public in and for Caldwell County, Texas

Site No. 28

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, Lexia Stephens, a feme sole, of Caldwell County, Texas, and the sole owner of the herein described property, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 6.6 acres of land out of and a part of the Ben McCullough Survey of Caldwell County, Texas, and being a part of that 15.85 acres conveyed by Deed to Lexia Stephens, a feme sole, by J. R. Gray and wife, Emma Gray, on February 18, 1961, as recorded in Vol. 286, page 171 of the Deed Records of Caldwell County, Texas. For a more particular description and all other purposes reference is here made to the said deed;
for the purposes of:

The flooding of the herein above described lands which are located downstream from Floodwater Retarding Structure No. 28 (which Grantee proposes to build) the dam and emergency spillway of which will be constructed on other lands. Periodically after the said structure No. 28 is in operation flooding of the flood plain of Tinney's Creek will result when the discharge of waters by the principal and/or emergency spillways is in excess of the carrying capacity of the channel of Tinney's Creek below the structure and above F.M. Highway No. 713.

Grantee is hereby released from any and all damage to the lands and any other property located on them belonging to Grantor that may be caused by such flooding.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor, at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
3. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the 25th day of September, 1961.

Lexia Stephens (SEAL)
(Signature of Grantor)

THE STATE OF TEXAS _____

COUNTY OF CALDWELL _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Lexia Stephens known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 25 day of September, A. D. 1961

SEAL M. W. Carlton

Notary Public in and for _____

My Commission Expires June 1 1963 Caldwell County, Texas
Adolph Holt

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, Etta G. Crozier, a widow of Caldwell County, Texas, and sole owner of the herein described property, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 0.5 acre of land out of and a part of the Ben McCullough Survey of Caldwell County, Texas, and being that lot, or parcel, of land in the town of McMahan conveyed to Mrs. Etta Galloway by J. W. Galloway and wife, Lucy Galloway by that deed dated March 24, 1941, and recorded in the said Caldwell County Deed Records in Vol. 198, page 341.

Reference is here made to the said deed for a more particular description of the said lot, or parcel, of land, ^{and} for all other pertinent purposes; for the purposes of:

The flooding of the herein above described lands which are located downstream from Floodwater Retarding Structure No. 28 (which Grantee proposes to build) the dam and emergency spillway of which will be constructed on other lands. Periodically after the said structure No. 28 is in operation flooding of the flood plain of Tinney's Creek will result when the discharge of waters by the principal and/or emergency spillways is in excess of the carrying capacity of the channel of Tinney's Creek below the structure and above F.M. Highway No. 713.

Grantee is hereby released from any and all damage to the lands and any other property located on them belonging to Grantor that may be caused by such flooding.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
3. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the 25th day of September, 1961.

Etta G. Crozier (SEAL)
(Signature of Grantor)

THE STATE OF TEXAS _____

COUNTY OF CALDWELL _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Etta G. Crozier known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 25 day of September, A. D. 1961

SEAL

Notary Public in and for _____

My Commission Expires June 1 1963 Caldwell County, Texas

Site No. 28

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, Etta G. Crozier, a widow of Caldwell County, Texas, and sole owner of the herein described property, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 0.5 acre of land out of and a part of the Ben McCullough Survey of Caldwell County, Texas, and being that lot, or parcel, of land in the town of McMahan conveyed to Mrs. Etta Galloway by J. W. Galloway and wife, Lucy Galloway by that deed dated March 24, 1941, and recorded in the said Caldwell County Deed Records in Vol. 198, page 341.

Reference is here made to the said deed for a more particular description of the said lot, or parcel, of land, for all other pertinent purposes; for the purposes of:

The flooding of the herein above described lands which are located downstream from Floodwater Retarding Structure No. 28 (which Grantee proposes to build) the dam and emergency spillway of which will be constructed on other lands. Periodically after the said structure No. 28 is in operation flooding of the flood plain of Tinney's Creek will result when the discharge of waters by the principal and/or emergency spillways is in excess of the carrying capacity of the channel of Tinney's Creek below the structure and above F.M. Highway No. 713.

Grantee is hereby released from any and all damage to the lands and any other property located on them belonging to Grantor that may be caused by such flooding.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
3. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the 25th day of September, 1961.

Etta G. Crozier (SEAL)
(Signature of Grantor)

THE STATE OF TEXAS _____

COUNTY OF CALDWELL _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Etta G. Crozier known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, 25 day of September, A. D. 1961

SEAL

M. W. Carlton
Notary Public in and for _____

My Commission Expires June 1 1963 Caldwell County, Texas

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, J. G. Reed and wife, Elsie Reed of Caldwell County (Name) (Address)

Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and

upon the following described land situated in the County of Caldwell, State of Texas, to -wit:

Approximately 134.5 acres of land out of and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of that 186 acres conveyed to J. G. Reed and Elsie Reed by W. L. Reed and wife Rossie Reed by Warranty Deed dated February 2, 1947 and recorded in Vol. 222, page 69 of the Deed Records of Caldwell County, Texas.

And being the identical tract of land conveyed by Grantors herein to Lockhart Savings and Loan Association, a corporation with principal place of business in Lockhart, Caldwell County, Texas, by Deed of Trust dated December 7, 1950 and recorded in Vol. 43, page 118 of the Deed of Trust Records of Caldwell County, Texas.

For a more particular description of the said 186 acres and all other pertinent purposes reference is here made to the two herein above instruments of record.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 28, the dam of which will be constructed on other lands. The project involves approximately 134.5 acres of the above described lands, consisting of portions of the sediment, sediment reserve and detention storage pools, including an area that will be inundated during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions: Grantors will be solely responsible for salvaging materials in and replacement of fence, or fences, that may be removed during the period of construction.

Grantors will be solely responsible for maintaining property lines.

Grantors are aware that during periods of flooding livestock may become trapped. Grantee is hereby released from any and all losses and damages resulting from or caused by such trapping of livestock.

This easement includes permission to inundate two farm ponds one of which is approximately 450 feet and the other 550 feet in a Northeasterly direction from where Tenney's Creek crosses the common property line of Grantors and Lamos W. Ellis. TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

12th day of August, 1961.

J. G. Reed
(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

Elsie Reed
(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

0027

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed J. G. Reed and Elsie Reed, his wife,
both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

Elsie Reed, wife of the said J. G. Reed, having been
examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Elsie Reed, acknowledged such instrument to be her act and deed, and she declared
that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not
wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 12th day of August, A. D. 1961

SEAL

M. W. Carlton

Notary Public in and for _____

My Commission Expires June 1, 1963 Caldwell County, Texas

THE STATE OF _____

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed _____ known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that _____ executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for _____

My Commission Expires _____ County, _____

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, J. G. Reed and wife, Elsie Reed of Caldwell County Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to -wit:

Approximately 134.5 acres of land out of and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of that 186 acres conveyed to J. G. Reed and Elsie Reed by W. L. Reed and wife Rossie Reed by Warranty Deed dated February 2, 1947 and recorded in Vol. 222, page 69 of the Deed Records of Caldwell County, Texas.

And being the identical tract of land conveyed by Grantors herein to Lockhart Savings and Loan Association, a corporation with principal place of business in Lockhart, Caldwell County, Texas, by Deed of Trust dated December 7, 1950 and recorded in Vol. 43, page 118 of the Deed of Trust Records of Caldwell County, Texas.

For a more particular description of the said 186 acres and all other pertinent purposes reference is here made to the two herein above instruments of record.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 28, the dam of which will be constructed on other lands. The project involves approximately 134.5 acres of the above described lands, consisting of portions of the sediment, sediment reserve and detention storage pools, including an area that will be inundated during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions: Grantors will be solely responsible for salvaging materials in and replacement of fence, or fences, that may be removed during the period of construction.

Grantors will be solely responsible for maintaining property lines.

Grantors are aware that during periods of flooding livestock may become trapped. Grantee is hereby released from any and all losses and damages resulting from or caused by such trapping of livestock.

This easement includes permission to inundate two farm ponds one of which is approximately 450 feet and the other 550 feet in a Northeasterly direction from where Tenney's Creek crosses the common property line of Grantors and Lenos W. Ellis.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

12th day of August, 1961.
J. G. Reed (Signature of Grantor) (SEAL)
Elsie Reed (Signature of Grantor) (SEAL)

(Signature of Grantor) (SEAL)
 (Signature of Grantor) (SEAL)
 0029

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed J. G. Reed and Elsie Reed, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

Elsie Reed, wife of the said J. G. Reed, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Elsie Reed, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 12th day of August, A. D. 1961

SEAL

Notary Public in and for _____

My Commission Expires June 1, 1963

M. W. Carlton
Caldwell County, Texas

THE STATE OF _____

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed _____ known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for _____

My Commission Expires _____ County, _____

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, Richard Dalton King, a single man of Dezar County
(Name) (Address)

Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and

upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 2.3 acres of land out of and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of that 11 1/3 acre tract conveyed by Warranty Deed by J. W. McDonald and Lucile McDonald to Richard Dalton King on May 18, 1957 and recorded in Vol. 271, page 298 of the Deed Records of Caldwell County, Texas.

For a more particular description and all other pertinent purposes reference is here made to the said Warranty Deed.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 23, the dam of which will be constructed on other lands. The project involves approximately 2.3 acres of the above described lands, consisting of a portion of the detention storage pool and an area that will be inundated only during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions: NONE

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

19th day of July, 1961
Richard Dalton King (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

0031

THE STATE OF TEXAS

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Richard Dalton King and _____, his wife,
both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said _____

_____, wife of the said Richard Dalton King, having been
examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

_____, acknowledged such instrument to be her act and deed, and she declared
that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not
wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for _____

My Commission Expires _____ County, _____

THE STATE OF TEXAS

COUNTY OF Caldwell:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Richard Dalton King 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 19th day of July, A. D. 1961

SEAL

M. W. Carlton
Notary Public in and for _____

My Commission Expires June 1, 1963 Caldwell County, Tex

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, Richard Dalton King, a single man of Bexar County
(Name) (Address)

Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 2.3 acres of land out of and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of that 11 1/3 acre tract conveyed by Warranty Deed by J. W. McDonald and Lucile McDonald to Richard Dalton King on May 18, 1957 and recorded in Vol. 271, page 298 of the Deed Records of Caldwell County, Texas.

For a more particular description and all other pertinent purposes reference is here made to the said Warranty Deed.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 23, the dam of which will be constructed on other lands. The project involves approximately 2.3 acres of the above described lands, consisting of a portion of the detention storage pool and an area that will be inundated only during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions: NONE

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.
IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

19th day of July, 1961
Richard Dalton King (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

0033

THE STATE OF TEXAS

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Richard Dalton King and _____, his wife,
both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged
to me that they each executed the same for the purposes and consideration therein expressed, and the said _____

_____, wife of the said Richard Dalton King, having been
examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

_____, acknowledged such instrument to be her act and deed, and she declared
that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not
wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for _____

My Commission Expires _____ County, _____

THE STATE OF TEXAS

COUNTY OF Caldwell:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Richard Dalton King 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 19th day of July, A. D. 1961

SEAL

Notary Public in and for _____

My Commission Expires June 1, 1963 Caldwell County, Texas

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the re-

ceipt whereof is acknowledged, John E. Hurst and wife Ruth of Robertson County
(Name) (Address)

Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Con-
servation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and

upon the following described land situated in the County of Caldwell, State of Texas,
to-wit:

Approximately 6.3 acres of land out of and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of that 90 acres, more or less, consisting of three tracts, or parcels, of land conveyed by Warranty Deed by J. P. West, a single man, to John E. Hurst in that deed dated January 21, 1950, recorded in Vol. 233, page 632 of the Deed Records of Caldwell County, Texas.

For a more particular description of the said 90 acres and all other pertinent purposes reference is here made to said deed.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 28, the dam of which will be constructed on other lands. The project involves approximately 6.3 acres of the above described lands, consisting of a portion of the detention storage pool and an area that will be inundated only during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. ~~This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.~~
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. ~~The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantor. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.~~
8. Special Provisions: NONE

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever:
IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

14th day of October, 1961

John E. Hurst (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

Ruth Hurst (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

0035

THE STATE OF TEXAS

COUNTY OF Robertson:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John E. Hurst and Ruth Hurst, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

Ruth Hurst, wife of the said John E. Hurst, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Ruth Hurst, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 14 day of October, A. D. 1961

SEAL

Sam T. Bogan
Notary Public in and for _____

My Commission Expires _____ Robertson County, _____

THE STATE OF _____

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, 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 _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for _____

My Commission Expires _____ County, _____

10/16/61
1 copy to Co Clerk
for Recording about
900 A.M.
MWC

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, J. R. Hurst and wife Norma Hurst of Caldwell County

Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and

upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 0.5 acres of land out of and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of 83 acres, more or less, consisting of two tracts vis:

FIRST TRACT, contains 36 acres, more or less, and was conveyed by Warranty Deed to J. R. Hurst by John Hurst and wife, Rebecca Hurst, March 17, 1917, as recorded in Vol. 65, page 537 of the Deed Records of Caldwell County, Texas, and SECOND TRACT, consisting of 27 acres, more or less, and being that tract of 27 acres conveyed by John Hurst and wife, Rebecca Hurst, by Warranty Deed to J. R. Hurst on December 24, 1940, as recorded in Vol. 201, page 458 of the Caldwell County, Texas, Deed Records.

The two herein above cited recorded instruments contain metes and bounds descriptions of the two tracts of land (the total acreage of which is 83) to which reference is here made for a more particular description and all other pertinent purposes.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 28, the dam of which will be constructed on other lands. The project involves approximately 0.5 acres of the above described lands that will be inundated only during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions: NONE

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

17th day of August, 1961.

J. R. Hurst (SEAL)
(Signature of Grantor)

(Signature of Grantor) (SEAL)

Norma Hurst (SEAL)
(Signature of Grantor)

(Signature of Grantor) (SEAL)

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed J. R. Hurst and Norma Hurst, his wife,
both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

Norma Hurst, wife of the said J. R. Hurst, having been
examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Norma Hurst, acknowledged such instrument to be her act and deed, and she declared
that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not
wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 17th day of August, A. D. 1961

SEAL

M W Carlton
Notary Public in and for

My Commission Expires

June 1, 1963

Caldwell

County, Texas

THE STATE OF _____

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed _____ known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that _____ executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for

My Commission Expires _____

County, _____

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, J. R. Hurst and wife Norma Hurst of Caldwell County

Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and

upon the following described land situated in the County of Caldwell, State of Texas, to -wit:

Approximately 0.5 acres of land out of and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of 83 acres, more or less, consisting of two tracts viz:

FIRST TRACT, contains 56 acres, more or less, and was conveyed by Warranty Deed to J. R. Hurst by John Hurst and wife, Rebecca Hurst, March 17, 1917, as recorded in Vol. 65, page 537 of the Deed Records of Caldwell County, Texas, and SECOND TRACT, consisting of 27 acres, more or less, and being that tract of 27 acres conveyed by John Hurst and wife, Rebecca Hurst, by Warranty Deed to J. R. Hurst on December 24, 1940, as recorded in Vol. 201, page 458 of the Caldwell County, Texas, Deed Records.

The two herein above cited recorded instruments contain metes and bounds descriptions of the two tracts of land (the total acreage of which is 83) to which reference is here made for a more particular description and all other pertinent purposes.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 28, the dam of which will be constructed on other lands. The project involves approximately 0.5 acres of the above described lands that will be inundated only during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions: NONE

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

17th day of August, 1961.

J R Hurst (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

Norma Hurst (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

0040

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. R. Hurst and Norma Hurst, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

Norma Hurst, wife of the said J. R. Hurst, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Norma Hurst, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 17th day of August, A. D. 1961

SEAL

M W Carlton
Notary Public in and for _____

My Commission Expires June 1 1963 Caldwell County, Texas

THE STATE OF _____

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, 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 _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for _____

My Commission Expires _____ County, _____

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, Sherman Cole and wife, Willie Cole of Caldwell County Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 29.0 acres of land out of and a part of the Moses Gage League Survey of Caldwell County, Texas, and being part of 74 acres, more or less, of land conveyed to Sherman Cole by Warranty Deed by J. D. Cole and wife, Pearl Cole. Said Warranty Deed is dated December 8, 1942, and is recorded in Vol. 203, page 104 of the Deed Records of Caldwell County, Texas, and contains metes and bounds descriptions of two contiguous tracts of land the total acreage of which is 74 acres, to which reference is here made for a more particular description and all other pertinent purposes.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 28, the dam of which will be constructed on other lands. The project involves approximately 29.0 acres of the above described lands, consisting of portions of the sediment reserve and detention storage pools, including an area that will be inundated during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions:

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.
IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

23rd day of September, 1961

Sherman Cole (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

Willie Cole (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

0042

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, Sherman Cole and wife, Willie Cole of Caldwell County Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 29.0 acres of land out of and a part of the Moses Gage League Survey of Caldwell County, Texas, and being part of 74 acres, more or less, of land conveyed to Sherman Cole by Warranty Deed by J. D. Cole and wife, Pearl Cole. Said Warranty Deed is dated December 8, 1942, and is recorded in Vol. 203, page 104 of the Deed Records of Caldwell County, Texas, and contains metes and bounds descriptions of two contiguous tracts of land the total acreage of which is 74 acres, to which reference is here made for a more particular description and all other pertinent purposes.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 28, the dam of which will be constructed on other lands. The project involves approximately 29.0 acres of the above described lands, consisting of portions of the sediment reserve and detention storage pools, including an area that will be inundated during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within _____ years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions:

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.
IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

23rd day of September, 1961

Sherman Cole (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

Willie Cole (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

0043

THE STATE OF TEXAS
COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Sherman Cole and Willie Cole, his wife,
both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged
to me that they each executed the same for the purposes and consideration therein expressed, and the said

Willie Cole, wife of the said Sherman Cole, having been
examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Willie Cole, acknowledged such instrument to be her act and deed, and she declared
that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not
wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 23rd day of September, A. D. 1961

SEAL

M. W. Carlton

Notary Public in and for

My Commission Expires June 1, 1963 Caldwell County, Texas

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sherman Cole and Willie Cole, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

Willie Cole, wife of the said Sherman Cole, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Willie Cole, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 23rd day of September, A. D. 1961

SEAL

M. W. Carlton

Notary Public in and for

My Commission Expires June 1, 1963

Caldwell County, Texas

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged,

Barney K. Williams and wife, Grace I. Williams of Bastrop
(Name) (Address)
County, Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and

upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 18.7 acres of land out of and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of that 42.97 acres, more or less, conveyed to Barney K. Williams and wife, Grace I. Williams by Lenos Ellis and wife, Delma Ellis, in that Partition Deed dated June 21, 1960, recorded in Vol. 284, page 66 of the Deed Records of Caldwell County, Texas.

For a more particular description of the said 42.97 acres and all other pertinent purposes reference is here made to the metes and bounds descriptions in the said Partition Deed.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 28, the dam of which will be constructed on other lands. The project involves approximately 18.7 acres of the above described lands, consisting of a portion of the detention storage pool and an area that will be inundated only during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions:

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

3rd day of October, 1961.

Barney K. Williams (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

Grace I. Williams (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

0046

THE STATE OF TEXAS

COUNTY OF Bastrop:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Barney K. Williams and Grace I. Williams, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

Grace I. Williams, wife of the said Barney K. Williams, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Grace I. Williams, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 3rd day of October, A. D. 1961

SEAL

E. W. Baker
Notary Public in and for Bastrop County

My Commission Expires June 1, 1963 County, Bastrop

THE STATE OF _____

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, 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 _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for _____

My Commission Expires _____ County, _____

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged,

Barney K. Williams and wife, Grace I. Williams of Bastrop
(Name) (Address)
County, Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and

upon the following described land situated in the County of Caldwell, State of Texas, to -wit:

Approximately 18.7 acres of land out of and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of that 42.97 acres, more or less, conveyed to Barney K. Williams and wife, Grace I. Williams by Lanos Ellis and wife, Delma Ellis, in that Partition Deed dated June 21, 1960, recorded in Vol. 284, page 66 of the Deed Records of Caldwell County, Texas.

For a more particular description of the said 42.97 acres and all other pertinent purposes reference is here made to the metes and bounds descriptions in the said Partition Deed.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 28, the dam of which will be constructed on other lands. The project involves approximately 18.7 acres of the above described lands, consisting of a portion of the detention storage pool and an area that will be inundated only during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions:

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

3rd day of October, 1961

Barney K. Williams (SEAL)
(Signature of Grantor)

(Signature of Grantor)

Grace I. Williams (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

(SEAL)

0048

THE STATE OF TEXAS

COUNTY OF Bastrop:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Barney K. Williams and Grace I. Williams, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

Grace I. Williams, wife of the said Barney K. Williams, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Grace I. Williams, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 3rd day of October, A. D. 1961

SEAL

E. W. Baker
Notary Public in and for Bastrop County

My Commission Expires June 1, 1963 County, Bastrop

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, 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 _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for _____

My Commission Expires _____ County, _____

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, Curtis Jeffrey and wife, Vida Jeffrey of Caldwell County, Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 4.0 acres of land out of and a part of the Ben McCullough Survey of Caldwell County, Texas and consists of four lots or parcels of land viz:

FIRST TRACT being that lot of 8,450 square feet conveyed by Warranty Deed to Curtis Jeffrey on December 7, 1937, by J. D. Cole and Richard Cole as recorded in Vol. 175, page 28;

SECOND TRACT being that lot in the town of McMahan conveyed by deed to Curtis Jeffrey by C. O. Halsel et al on November 6, 1931, and recorded in Vol. 154, page 429;

THIRD TRACT being those two tracts of land in the town of McMahan conveyed by Deed to Curtis Jeffrey from Joe W. Smith and wife, Nannie Smith, on January 28, 1952, as recorded in Vol. 243, page 347;

FOURTH TRACT being that 1 acre, more or less, of land conveyed by Deed to Curtis Jeffrey by W. L. Talley and wife, Emma Talley, on March 7, 1926, as recorded in Vol. 108, page 464;

The volumes and pages cited hereinabove are of the Deed Records of Caldwell County, Texas, and contain metes and bounds descriptions of the four tracts to which reference is here made for a more particular description and all other pertinent purposes; for the purposes of:


The flooding of the herein above described lands which are located downstream from Floodwater Retarding Structure No. 28 (which Grantee proposes to build) the dam and emergency spillway of which will be constructed on other lands. Periodically after the said structure No. 28 is in operation flooding of the flood plain of Tinney's Creek will result when the discharge of waters by the principal and/or emergency spillways is in excess of the carrying capacity of the channel of Tinney's Creek below the structure and above F.M. Highway No. 713.

Grantee is hereby released from any and all damage to the lands and any other property located on them belonging to Grantor that may be caused by such flooding.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
3. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the 25th day of September, 1961.


(Signature of Grantor)

(SEAL)


(Signature of Grantor)

(SEAL)

STATE OF TEXAS,

County of ONDRELL

BEFORE ME, the undersigned authority, on this day personally

appeared Curtis Jeffrey

and his wife Vida Jeffrey

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said wife having been examined by me, privily and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 25th day of September A.D. 1961

M. W. Carlton

My Commission Expires June 1 1963 Notary Public, Caldwell County, Texas 0051

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, Curtis Jeffrey and wife, Vida Jeffrey of Caldwell County, Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to-wit:

Approximately 4.0 acres of land out of and a part of the Ben McCullough Survey of Caldwell County, Texas and consists of four lots or parcels of land viz: FIRST TRACT being that lot of 8,450 square feet conveyed by Warranty Deed to Curtis Jeffrey on December 7, 1937, by J. D. Cole and Richard Cole as recorded in Vol. 175, page 28;

SECOND TRACT being that lot in the town of McMahan conveyed by deed to Curtis Jeffrey by C. O. Halsel et al on November 6, 1931, and recorded in Vol. 154, page 429;

THIRD TRACT being those two tracts of land in the town of McMahan conveyed by Deed to Curtis Jeffrey from Joe W. Smith and wife, Nannie Smith, on January 28, 1952, as recorded in Vol. 243, page 347;

FOURTH TRACT being that 1 acre, more or less, of land conveyed by Deed to Curtis Jeffrey by W. L. Talley and wife, Emma Talley, on March 7, 1926, as recorded in Vol. 108, page 464;

The volumes and pages cited hereinabove are of the Deed Records of Caldwell County, Texas, and contain metes and bounds descriptions of the four tracts to which reference is here made for a more particular description and all other pertinent purposes; for the purposes of:

The flooding of the herein above described lands which are located downstream from Floodwater Retarding Structure No. 28 (which Grantee proposes to build) the dam and emergency spillway of which will be constructed on other lands. Periodically after the said structure No. 28 is in operation flooding of the flood plain of Tinney's Creek will result when the discharge of waters by the principal and/or emergency spillways is in excess of the carrying capacity of the channel of Tinney's Creek below the structure and above F.M. Highway No. 713.

Grantee is hereby released from any and all damage to the lands and any other property located on them belonging to Grantor that may be caused by such flooding.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
3. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the 25th day of September, 1961.


(Signature of Grantor)

(SEAL)


(Signature of Grantor)

(SEAL)

STATE OF TEXAS,

County of CALDWELL

BEFORE ME, the undersigned authority, on this day personally

appeared Curtis Jeffrey

and his wife Vida Jeffrey

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said wife having been examined by me, privily and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 25th day of September A.D. 1961



My Commission Expires June 1

1963

Notary Public,

Caldwell

County, Texas

Vol. 289, page 108
10/2/61

A Site No. 28

EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by Plum Creek Conservation District of Lockhart, Texas, grantee, the receipt of which is hereby expressly acknowledged and confessed, and the further consideration that the grantee acquire easements for initiation of flood control, or watershed protection and flood prevention, or soil conservation practices, and in consideration that the grantee solicit the cooperation of the United States Soil Conservation Service in achieving the objectives of the grantee, Lanos W. Ellis and wife, Delma Ellis of Rt. #1, Dale, Caldwell County, Texas, grantor, does hereby grant, bargain, sell, convey and release unto grantee, its successors and assigns, an easement in, over and upon the following described land situated in the County of Caldwell, State of Texas, to wit:

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the receipt whereof is acknowledged, _____ of _____

(Name) (Address)
_____, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and

upon the following described land situated in the County of _____, State of Texas, to-wit:

Approximately 10.6 acres of _____ and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of that 78.23 acres of land described in that Assignment wherein R. L. Kelse and wife, Essie Page Kelse is Assignor and Lanes Ellis is Assignee. Said Assignment is dated October 10, 1960, and recorded in Vol. 285, page 158 of the Deed Records of Caldwell County, Texas; And being the identical land described by notes and bounds in that contract of Sale and Purchase wherein Veterans' Land Board of Texas is seller and R. L. Kelse is purchaser. Said contract of Sale and Purchase is dated January 21, 1955, recorded in Vol. 259, page 277 of the Deed Records of Caldwell County, Texas. For a more particular description of the said 78.23 acre tract of land reference is here made to the two (2) recorded instruments herein above cited.

RECEIVED

SEP 26 1961

General Land Office

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 28, the dam of which will be constructed on other lands. The project involves approximately 10.6 acres of the above described lands, consisting of a portion of the detention storage pool and an area that will be inundated only during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions:

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

_____ day of _____, 19_____

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

(Signature of Grantor)

(SEAL)

0054

It is agreed and understood, which agreement and understanding shall be signified by the Grantor's acceptance hereof, that the Veterans' Land Board of the State of Texas, notwithstanding any language herein to the contrary, does not warrant title to the land, or any interest therein, conveyed hereby and is not bound to perform any act expressly provided for herein, and it is further agreed and understood that the Veterans' Land Board of the State of Texas shall not be liable for the failure of title, either in whole or in part, to the land, or any interest therein, conveyed hereby or for the breach of or failure to perform any provision, promise, condition, obligation, covenant or stipulation set forth herein.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, this instrument is executed in triplicate originals on the

26th day of September, 1961.

Lester W. Ellis

Grantor

Delma Ellis

Grantor

JERRY SADLER, Chairman

Jerry Sadler

JERRY SADLER, Chairman

Veterans' Land Board

Contents

Legal

Execution

RECEIVED

SEP 26 1961

General Land Office

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Lenos W. Ellis and Delma Ellis, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

Delma Ellis, wife of the said Lenos W. Ellis, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Delma Ellis, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 26th day of September, A. D. 1961

SEAL

M. W. Carlton

Notary Public in and for _____

My Commission Expires June 1, 1963

Caldwell

County, Texas

THE STATE OF _____

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed _____ known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for _____

My Commission Expires _____

County, _____

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the re-

ceipt whereof is acknowledged, Lanos W. Ellis and wife, Delma Ellis of Caldwell County
(Name) (Address)

Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and

upon the following described land situated in the County of Caldwell, State of Texas, to-wit: Approximately 145.0 acres of land out of and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of three contiguous tracts of land the total acreage of which is 151.83 acres, more or less, to-wit:

FIRST TRACT: 134.6 acres, more or less, conveyed to Lanos W. Ellis and Delma Ellis by Union Central Life Insurance by deed dated August 30, 1945, recorded in

Vol. 213, page 295;

SECOND TRACT: Conveyed to Lanos Ellis by Robert McGee et ux by that deed dated March 16, 1944, recorded in Vol. 207, page 401, containing 3 acres;

THIRD TRACT: That 14.23 acres of the R. W. Ellis Estate conveyed to Lanos Ellis and wife, Delma Ellis, by Partition Deed dated June 21, 1960 recorded in Vol. 284, page 66, wherein Barney K. Williams and Grace I. Williams, Lanos Ellis and Delma Ellis partitioned the 57.2 acres, more or less, of the said R. W. Ellis Estate;

And being the identical land to which their undivided right, title and interest in two tracts of land viz: TRACT NO. ONE, 47 acres; TRACT NO. TWO, 10.2 acres was conveyed to Lanos Ellis by Howard Ellis and wife, Vivian Ellis by that deed dated July 22, 1959, recorded in Vol. 280, page 279;

For a more particular description of the FIRST TRACT, SECOND TRACT and THIRD TRACT the total acreage of which is 151.83 acres, more or less, reference is made to the hereinabove cited references which are of the Deed Records of Caldwell County, Texas.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 28, the dam of which will be constructed on other lands. The project involves approximately 145.0 acres of the above described lands, consisting of portions of the sediment, sediment reserve and detention storage pools, including an area that will be inundated during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.

2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.

3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.

4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.

5. The Grantee is responsible for operating and maintaining the above described works of improvements.

6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.

7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.

8. Special Provisions: Grantors are aware that under extreme flood conditions there is danger of livestock getting trapped. Grantee is hereby released from any and all losses and damages resulting from or caused by such trapping of livestock.

Grantors accept sole responsibility for maintaining property lines, salvaging materials in and replacement of fences that may require removal during the period of construction of the works of improvement.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

17th day of August, 1961.

Lanos W. Ellis (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

Delma Ellis (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Lanos W. Ellis and Delma Ellis, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

Delma Ellis, wife of the said Lanos W. Ellis, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Delma Ellis, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 17th day of August, A. D. 1961

SEAL

M. W. Carlton
Notary Public in and for _____

My Commission Expires June 1 1963

Caldwell County, Texas

THE STATE OF _____

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed _____ known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for _____

My Commission Expires _____

County, _____

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations (and in consideration of the future mutual benefits to be received by both grantor and grantee), the re-

ceipt whereof is acknowledged, Lanos W. Ellis and wife, Delma Ellis of Caldwell County (Name) (Address)
Texas, Grantor, does hereby grant, bargain, sell, convey and release unto Plum Creek Conservation District of Lockhart, Texas, its successors and assigns, Grantee, an easement in, over and

upon the following described land situated in the County of Caldwell State of Texas, to-wit: Approximately 145.0 acres of land out of and a part of the Moses Gage Survey of Caldwell County, Texas, and being part of three contiguous tracts of land the total acreage of which is 151.83 acres, more or less, to-wit:

FIRST TRACT: 134.6 acres, more or less, conveyed to Lanos W. Ellis and Delma Ellis by Union Central Life Insurance by deed dated August 30, 1945, recorded in Vol. 213, page 295;

SECOND TRACT: Conveyed to Lanos Ellis by Robert McGee et ux by that deed dated March 16, 1944, recorded in Vol. 207, page 401, containing 3 acres;

THIRD TRACT: That 14.23 acres of the R. W. Ellis Estate conveyed to Lanos Ellis and wife, Delma Ellis, by Partition Deed dated June 21, 1960 recorded in Vol. 284, page 66, wherein Barney K. Williams and Grace I. Williams, Lanos Ellis and Delma Ellis partitioned the 57.2 acres, more or less, of the said R. W. Ellis Estate;

And being the identical land to which their undivided right, title and interest in two tracts of land viz: TRACT NO. ONE, 47 acres; TRACT NO. TWO, 10.2 acres was conveyed to Lanos Ellis by Howard Ellis and wife, Vivian Ellis by that deed dated July 22, 1959, recorded in Vol. 280, page 279;

For a more particular description of the FIRST TRACT, SECOND TRACT and THIRD TRACT the total acreage of which is 151.83 acres, more or less, reference is made to the hereinabove cited references which are of the Deed Records of Caldwell County, Texas.

for the purposes of:

For or in connection with the construction, alteration, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any waters in, over, upon or through such works of improvements; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Floodwater retarding structure No. 28, the dam of which will be constructed on other lands. The project involves approximately 145.0 acres of the above described lands, consisting of portions of the sediment, sediment reserve and detention storage pools, including an area that will be inundated during emergency spillway flow.

1. In the event construction of the above described works of improvement is not commenced within 10 years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privileges to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The rights and privileges herein granted are subject to all easements, rights-of-way, mineral reservations or other rights now outstanding in third parties.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
6. The Grantee shall control the water level in the sediment storage pool until adequate vegetation is established and thereafter as necessary for maintenance or repair of the works of improvement.
7. The Grantee shall have the right to construct fences with gates or gaps around the works of improvement, and such fences, gates, or gaps shall not be changed in any way without consent of the Grantee. Any livestock found within such fences, except as authorized in writing by the Grantee, may be ejected therefrom by the Grantee.
8. Special Provisions: Grantors are aware that under extreme flood conditions there is danger of livestock getting trapped. Grantee is hereby released from any and all losses and damages resulting from or caused by such trapping of livestock.

Grantors accept sole responsibility for maintaining property lines, salvaging materials in and replacement of fences that may require removal during the period of construction of the works of improvement.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument in triplicate originals on the

17th day of August, 1961.

Lanos W. Ellis (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

Delma Ellis (SEAL)
(Signature of Grantor)

(Signature of Grantor)

(SEAL)

0059

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

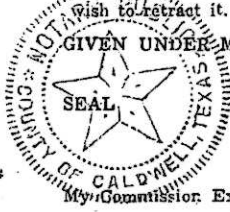
ed Lanos W. Ellis and Delma Ellis, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

Delma Ellis, wife of the said Lanos W. Ellis, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Delma Ellis, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 17th day of August, A. D. 1961



M. W. Carlton

Notary Public in and for _____

My Commission Expires June 1, 1963

Caldwell County, Tx

THE STATE OF _____

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed _____ known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of _____, A. D. 19____

SEAL

Notary Public in and for _____

My Commission Expires _____ County, _____

THE STATE OF TEXAS
COUNTY OF CALDWELL

I, EDNA L. HUSKEY, Clerk of the County Court of Caldwell County, Texas, do hereby certify that the foregoing instrument of writing dated the 17 day of Aug. A. D. 1961, with its Certificate of authentication was filed for record in my office on the 17 day of Aug. A. D. 1961, at 12:00 o'clock M., and duly recorded this 24 day of Aug. A. D. 1961, at 1:45 o'clock P.M., in the Deed Records of said County, in Volume 288 on pages 337.
WITNESS my hand and the seal of office, at office in the City of Lockhart, on the day and year last above written.

EDNA L. HUSKEY

Clerk County Court, Caldwell County, Texas

By Louis Littlefield Deputy

35/10/1

1743

Easement
Lansie W. Ellis
to
Plum Creek Cons. Dist.

RECORDED IN THE

VT. 12 O'CLOCK

17 1931

Edna L. Yunking
County Court, Clerk all Courts

Lana Littlefield

THE STATE OF TEXAS

COUNTY OF TRAVIS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Joe A. Stephens and Adelia Stephens, his wife,
both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

Adelia Stephens, wife of the said Joe A. Stephens, having been
examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Adelia Stephens, acknowledged such instrument to be her act and deed, and she declared
that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not
wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 9th day of October, A. D. 1961

SEAL

Notary Public in and for Travis

My Commission Expires _____

Travis County, _____

THE STATE OF TEXAS

COUNTY OF TRAVIS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOE H. Henderson H.A.H. and Merle Johnston M.H.J., his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said Merle Johnston M.H.J. wife of the said JOE H. Henderson H.A.H., having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Merle Johnston M.H.J. H.A.H., acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 5 day of Oct., A. D. 1961

SEAL

Mrs. Homer G. Harrison

Notary Public in and for Travis

My Commission Expires June 1, 1963

Travis County, Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Aaron V. Stephens and Louise Stephens, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

Louise Stephens, wife of the said Aaron V. Stephens, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Louise Stephens, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 5 day of Oct, A. D. 1961

SEAL

Ms. Norma A. Harrison

Notary Public in and for Travis

My Commission Expires June 1, 1963

Travis County, Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Jack Wells and Pansy Wells, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

Pansy Wells, wife of the said Jack Wells, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Pansy Wells, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 5 day of Oct, A. D. 1961.

SEAL

Ma. Homer C. Harrison

Notary Public in and for Travis

My Commission Expires June 1, 1963

Travis County, Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Jimmie Parish and Gladys Parish, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

Gladys Parish, wife of the said Jimmie Parish, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Gladys Parish, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 5th day of October, A. D. 1961

SEAL

Mo. J. J. Pangel

Notary Public in and for Texas

THE STATE OF TEXAS

COUNTY OF _____:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed D. C. Stephens 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 5th day of October, A. D. 19 61

SEAL

M. W. Carlton

Notary Public in and for _____

My Commission Expires June 1 1963 Caldwell County, Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Jack Wells and Pansy Wells, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said _____

Pansy Wells, wife of the said Jack Wells, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Pansy Wells, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 5 day of Oct, A. D. 1961.

SEAL

Mrs. Homer C. Harrison

Notary Public in and for Travis

My Commission Expires June 1, 1963

Travis County, Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Jimmie Parish and Gladys Parish, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

Gladys Parish, wife of the said Jimmie Parish, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Gladys Parish, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 5th day of October, A. D. 1961

SEAL

Ms. J. J. Pangel

Notary Public in and for Travis

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed J. W. McDonald and ^SLucille McDonald, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said

^SLucille McDonald, wife of the said J. W. McDonald, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

^SLucille McDonald, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 27th day of September, A. D. 1961

SEAL

Notary Public in and for

My Commission Expires June 1 1963

Caldwell County, Texas

M. W. Carlton

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared Elsie Stephens, wife of D. C. Stephens, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Elsie Stephens, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 30 day of October, A.D. 1961.

SEAL

Rose E. Howard

Notary Public in and for Caldwell County, Texas

My commission Expires

June 1, 1963

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Jessie Iex Stephens and Christine^{B.} Stephens, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged

to me that they each executed the same for the purposes and consideration therein expressed, and the said _____

Christine^{B.} Stephens, wife of the said Jessie Iex Stephens, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Christine^{B.} Stephens, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 26th day of September, A. D. 1961

SEAL

Notary Public in and for _____

My Commission Expires June 1 1963

M. W. Carlton
Caldwell County, Texas

THE STATE OF TEXAS

COUNTY OF CALDWELL:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appear-

ed Mrs. Bula Stephens known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that _____ she _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 10th day of October, A. D. 1961

SEAL

Notary Public in and for _____

My Commission Expires June 1 1963

M. W. Carlton
Caldwell County, Texas

THE STATE OF VIRGINIA
City
COUNTY OF NORFOLK :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Opal Stephens known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 14th day of October, A. D. 1961

SEAL

Hazel A. White

Notary Public in and for

Norfolk
County, VA

My Commission Expires Oct. 8th 1963

Pccdjohnnie

From: Morales, Isidro - Lockhart, TX [Isidro.Morales@tx.usda.gov]
Sent: Monday, March 27, 2006 7:49 AM
To: [REDACTED]
Subject: FW: PCCD Site 28

-----Original Message-----

From: Wenberg, Brian - Temple, TX
Sent: Friday, March 24, 2006 2:59 PM
To: Morales, Isidro - Lockhart, TX
Subject: RE: PCCD Site 28

Isidro,

If I remember correctly, there weren't any lateral lines or sprinkler heads that were going to be buried in the spillway and that he was only requesting permission to spray treated effluent into the auxiliary spillway. If that's the case, NRCS doesn't object if the PCCD wants to allow it.

Thanks,
Brian

R. Brian Wenberg, P.E.
Civil Engineer
USDA-NRCS
101 South Main Street
Temple, TX 76501
254-742-9916
254-742-9909 (fax)

-----Original Message-----

From: Morales, Isidro - Lockhart, TX
Sent: Friday, March 24, 2006 9:28 AM
To: Wenberg, Brian - Temple, TX
Subject: PCCD Site 28

Hello Brian,

Johnnie Halliburton asked me to double check with you to make sure everything was okay with the sewage sprinkler system that Mr. Walter Stephens is proposing to install outside the secondary spillway berm. This is the FP site that you and the rest of us, including Mr. Stephens, looked at. It's the one where Mr. Stephens wants to build the travel trailer park outside the PCCD easement. I told Johnnie that I recall you said it would be okay but that I would check with you again. Thanks again.

Isidro

Exhibit “3”
Aerial Plat of Site 28


Plum Creek Site 28

Diversion Point: Entire Reservoir

LAT: 29.856381 N

Long: -97.510052 W

Legend

 Diversion Point

Diversion Point

713

Lake Felling Star RV Resort

713

0076

Google Earth

Image © 2024 Airbus



1000 ft



WORKSHEET 5.0

ENVIRONMENTAL INFORMATION

1. Impingement and Entrainment

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

Screens shall be placed on any pump intake hoses to avoid impingement and entrainment of aquatic organisms.

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.**

Not Applicable

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

a. Identify the appropriate description of the water body.

☐ Stream

☐ Reservoir

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

☐ Other, specify: _____

b. Flow characteristics

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

☐ Intermittent - dry for at least one week during most years

☐ Intermittent with Perennial Pools - enduring pools

☐ Perennial - normally flowing

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

☐ USGS flow records

☐ Historical observation by adjacent landowners

☐ Personal observation

☐ Other, specify: _____

c. Waterbody aesthetics

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

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

d. Waterbody Recreational Uses

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

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

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

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

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

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

a. For all bed and banks applications:

- i. Submit an assessment of the adequacy of the quantity and quality of flows remaining after the proposed diversion to meet instream uses and bay and estuary freshwater inflow requirements.

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_____.

Exhibit “5”
Resolution Authorizing the Application

**PLUM CREEK CONSERVATION DISTRICT
RESOLUTION NO. 2024-10-15**

RESOLUTION to memorialize the Plum Creek Conservation District Board motion adopted on September 25th, 2024, authorizing the Executive Manager to file water use permit applications with Texas Commission on Environmental Quality (TCEQ)

WHEREAS, Plum Creek Conservation District is a special purpose conservation and reclamation district established pursuant to Art. XVI, §59, Tex. Const., in 1957 by a Special Legislative Act filed as Senate Bill 289 (Acts of 1957, 55th R.S., Ch. 126, 1957 Tex. Gen. Laws 267); and

WHEREAS, Plum Creek Conservation District's enabling legislation was previously codified as Article 8280-194, Tex. Rev. Civ. Stat. Ann.; and

WHEREAS, Plum Creek Conservation District has all the rights, powers, privileges and authority granted to water control and improvement districts by the Texas Water Code including Chapters 49 and 51; and

WHEREAS, the District is a Primary Local Sponsor for Small Watershed Projects, including flood control dams and related works of improvement, constructed within the District's jurisdictional territory by the National Resources Conservation Service, United States Department of Agriculture ("NRCS"), pursuant to Public Law 83-566 to provide stormwater management and flood controls within portions of the Plum Creek Watershed, a tributary of the Guadalupe River Basin, within the District's jurisdiction in Hays and Caldwell Counties, Texas (the "Works of Improvement"); and

WHEREAS, as part of its role as NRCS' Local Sponsor, the District is required to acquire and maintain land rights, including water rights, necessary to facilitate the installation, maintenance, operation, rehabilitation, and alteration of the Works of Improvement constructed by NRCS; and

WHEREAS, on May 17th, 2011, the Directors of Plum Creek Conservation District approved a resolution for the rehabilitation of one of its Works of Improvement in Caldwell County, Texas, known as Site 28; and

WHEREAS, On July 31st, 2024, Plum Creek Conservation District awarded the Site 28 Rehabilitation Project to Southern Infrastructure Group; and

WHEREAS, Southern Infrastructure Group has requested that Plum Creek Conservation District submit a long-term temporary water use permit to TCEQ for the diversion and beneficial use of up to 214 acre feet for construction and revegetation purposes as part of the Rehabilitation of Site 28 rehabilitation project over a three-year period; and

WHEREAS, the District is the Local Sponsor of a number of other Works of Improvement that will likely require rehabilitative work during the next 10 years to maintain their operational integrity long-term, as well as comply with the requirements of

the Texas Dam Safety Act codified in Chapter 299 of the Regulations of the TCEQ, Texas Administrative Code Title 30; and


WHEREAS, the District's Board desires to be proactive in its preparation for the anticipated rehabilitation projects, including the acquisition of the water rights that will be useful in the construction and revegetation of the various flood control sites and the respective Works of Improvement, as they undergo rehabilitation; and


WHEREAS, acting in an open duly noticed meeting of the Plum Creek Conservation District Board conducted on September 25th, 2024, the Board approved a motion to direct staff to apply to TCEQ for water use permits to be used for the purposes of rehabilitating District Works of Improvement, including Site 28, and authorized the District's Executive Manager to take all actions necessary, including the engagement of legal counsel and other duly qualified professional consultants the Executive Manager deems necessary to secure the desired water rights permits to support the District's fulfillment of its duties to maintain the operational integrity of its Works of Improvement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Plum Creek Conservation District as follows:

1. The Board authorizes the Executive Manager to prepare, file and prosecute to completion as he deems necessary in the name of the Plum Creek Conservation District all necessary applications with the Texas Commission on Environmental Quality for water use permits for the purposes of facilitating the operation, maintenance, repair, upgrade and/or rehabilitation of the District's Works of Improvement, including Site 28 in Caldwell County, Texas; and.
2. The Board further authorizes and directs the Executive Manager to negotiate on behalf of the Plum Creek Conservation District an agreement with Southern Infrastructure Group, the Contractor on the Site 28 rehabilitation project, for reimbursement of the District's costs, including Attorneys and Consultants fees, associated with applying and obtaining approval for the long-term temporary water use permit from TCEQ and, thereafter, administering the permit for Site 28.

APPROVED AND ADOPTED this 15th day of October 2024, in an open, duly noticed public meeting conducted at the District's offices in Lockhart, Caldwell County, Texas, by a vote of 5 Ayes and 0 Nays.


James A. Holt, Jr. President

ATTEST: 
Peter Reinecke, Vice-President

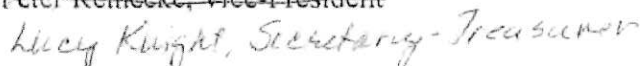

Lucy Knight, Secretary-Treasurer

Exhibit “6”

Copy of Check No. 2499 for Filing Fees

McCARTHY & McCARTHY LLP

2499

Texas Commission on Environmental Quality

10/14/2024

Fee for Filing Water Rights Application with TCEQ.

465.25

Firm Checking 3496 Application Fee

465.25

McCARTHY & McCARTHY LLP

2499

Texas Commission on Environmental Quality

10/14/2024

Fee for Filing Water Rights Application with TCEQ.

465.25

Firm Checking 3496 Application Fee

465.25

0085